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

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

1. OPENING OF MEETING

Call to Order

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Chaplain Shelia 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 July as National Parks and Recreation Month

4.B Presentation of the Annual Comprehensive Financial Report (ACFR) for Fiscal Year Ended September 30, 2024

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 adoption of the minutes from the City Commission regular meetings held on Tuesday, May 13 and May 27, 2025, and the workshop held on Thursday, May 15, 2025.

7.B Resolution No. 15-25: Consider the adoption of Resolution No. 15-25, which if adopted, would approve to reduce speed in construction area on Saxon Drive.

7.C Resolution No. 16-25: Consider the adoption of Resolution No. 16-25, which if adopted, would grant authority to the City Manager to approve all change orders necessary for compliance with F.S. Section 218.755.

7.D Consider the approval of Flagler Light Pole Installation Piggyback agreement.

7.E Consider the approval of Pegasus Additional Services HMGP Grant 4337-197-R.

7.F Consider the approval of Pegasus Additional Services HMGP 4337-374-R.

7.G Consider the approval for Kimley-Horn and Associates, Inc. to provide Professional Planning Consulting Services to update the City's Comprehensive Plan.

7.H Consider the approval of Fiscal Year 2024-25 Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide funds to be distributed to Daytona Beach Shores Department of Public Safety, City of Holly Hill, The House Next Door, and SMA Healthcare.

7.I Consider the approval of AVCON, Inc's proposal for Design and Bidding Phase Services for Hangar Infrastructure.

7.J Consider the approval of submission of an application for the Federal FY 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program, JAG-Direct (JAGD) Solicitation for the procurement of ballistic vests. Also, consider the approval of subsequently utilizing the grant funds if awarded.

7.K Consider the approval of a renewal of the contract with the Sacred Heart Catholic School for a full-time police officer for FY25-26.

7.L Consider the approval of an amended contract with All State Civil to include the Phase 2 scope of work.

7.M Consider the approval of the award of ITB-05-25-CIP to Gregori Construction for the construction of 27th Ave Boardwalk & Ramp Replacement.

7.N Consider the approval of submission of an application for the State Homeland Security Grant for the procurement of hardened barriers that can be deployed to impede hostile vehicles during NSB city events or close roads due to disasters or emergencies. Also, consider the approval of subsequently utilizing the grant funds if awarded.

7.O Special Event: Consider the approval of the Venetian Bay Golf and Country Club 2025 New Year's Eve Fireworks display, to be held on Wednesday December 31, 2025 at midnight.

7.P Special Event: Consider the approval of the Chalk It Up Event 2026, to be held on Saturday, February 28, 2026.

7.Q Special Event: Consider the approval of the 5th Annual Mermaids, Pirates and Seafood oh My 2026 Event, to be held on Saturday, February 28, 2026.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Consider the approval of a Real Estate Purchase Agreement for a Turnbull Creek Conservation property owned by Tad and Crystal Johnston.

8.B Consider the approval of a Real Estate Purchase Agreement for a Turnbull Creek Conservation property owned by Blossom Development

8.C Consider the approval of a Real Estate Purchase Agreement for a Turnbull Creek Conservation property owned by Festival Properties.

9. QUASI-JUDICIAL HEARINGS

9.A Conduct a Quasi-Judicial Public Hearing to consider Application No. HTR-2-25 - Historic Tree Removal of four (36", 45", 49", and 58" DBH) trees on the commercial property for Volusia Mosquito Control at 801 South St.

10. PUBLIC HEARINGS

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

10.B Ordinance No. 30-25: Conduct the Second Reading and Public Hearing of an Ordinance, which, if adopted, would grant a non-exclusive franchise agreement to MLJ Drywall Inc.

10.C Ordinance No. 31-25: Conduct the Second Reading and Public Hearing, of an Ordinance, which, if adopted, would Amend Article III, Section 52-20 and Section 52-21 of the City Code of Ordinance, which would update the Impact Fee Study and Rates for Road Impact Fees.

10.D Ordinance No. 35-25: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, would grant a non-exclusive franchise agreement to Lightning Dumpster LLC.

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

11. ORDINANCES FIRST READINGS

11.A Ordinance No. 38-25: Conduct a First Reading and Public Hearing of an Ordinance, which, if adopted, upon Second Reading and Public Hearing, would amend Chapter 58, Parks and Recreation, adding section 58-4, Establishing Time Limitations for Mooring at City-Owned or Maintained Docks.

11.B Ordinance No. 39-25: Conduct a First Reading and Public Hearing of an Ordinance, which, if adopted, upon Second Reading and Public Hearing, would approve PUD-4-22, New Smyrna Beach Medical Center and Wellness

Complex.

12. BOARDS AND COMMISSIONS

12.A Board Vacancy Notice: Historic Preservation Commission

12.B Board Vacancy Notice: Utilities Commission

13. MAYOR AND COMMISSIONER COMMENTS

14. CITY CLERK'S REPORT

14.A City Clerk's Report

15. CITY ATTORNEY'S REPORT

15.A Legislative Session Ends

15.B Charter Review Committee Update

16. ADJOURNMENT

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

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

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

PROCLAMATION: RECOGNIZING JULY AS NATIONAL PARKS AND RECREATION MONTH

July 8, 2025

Background:
The City Commission will present a proclamation recognizing the month of July as National Parks and Recreation month.

Findings:
N/A

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Darryl Pierce - Administrative Specialist III

Attachments:

Parks and Recreation Month.pdf

City of New Smyrna Beach
Proclamation Recognizing
July as
Parks and Recreation Month

WHEREAS parks and recreation is an integral part of communities throughout this country, including the City of New Smyrna Beach; and parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks and recreation centers; and

WHEREAS parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

WHEREAS parks and recreation encourages physical activities by providing space for sports, fields, trails, and many other activities designed to promote active lifestyles; and

WHEREAS park and recreation programming and education activities, such as after-school programming, youth sports and seasonal camps which are critical to childhood development; and

WHEREAS parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation is fundamental to the environmental well-being of our community; and our parks and recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS the City of New Smyrna Beach recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, BE IT RESOLVED that I, Fred E. Cleveland, do hereby designate that July is recognized as Park and Recreation Month in the City of New Smyrna Beach.

In witness whereof, I have hereunto set my hand and caused the Seal of the City to be affixed this **8h day of July 2025.**

ATTEST

Sharon Taylor-Harding
Interim City Clerk

Fred E. Cleveland
Mayor

THE CITY OF NEW SMYRNA BEACH - FINANCE

PRESENTATION OF THE ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) FOR FISCAL YEAR ENDED SEPTEMBER 30, 2024

July 8, 2025

Background:

In accordance with Florida Statutes and the City's financial reporting requirements, the Annual Comprehensive Financial Report (ACFR) for the fiscal year ending September 30, 2024, has been completed. The ACFR provides a detailed overview of the City's financial condition, including audited financial statements, management's discussion and analysis, and statistical data.

Purvis Gray, the City's independent external auditors, conducted the audit in compliance with generally accepted auditing standards and Government Auditing Standards. Ron Whiteside, Partner at Purvis Gray, will present the findings and highlights of the report to the City Commission.

Accept the presentation of the ACFR for the fiscal year ended September 30, 2024.

Fiscal Analysis:

There is no direct fiscal impact associated with this agenda item. The audit and preparation of the ACFR were included in the City's approved budget.

Strategic Plan Item:

No

Staff Report Created By: JoAnne Drury - Finance Director

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

CITY MANAGER'S REPORT

July 8, 2025

Background:
City Manager's Report

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Tammy Kosorok - Executive Assistant

Attachments:

CM Report 7-8-25 with KC Edits and Attachments.pdf

MEMORANDUM

FROM THE OFFICE OF THE CITY MANAGER

To: Mayor and City Commission

From: Kevin Cowper, City Manager

Re: **City Manager's Report – July 8, 2025**

Date: July 2, 2025

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

- Met with transportation consultant Maryam Ghyabi on June 3 to discuss potential FDOT projects.

- Met with the Habitat for Humanity Executive Director Mark Billings on June 18 to discuss potential projects and partnership opportunities.

- Met with representatives of ATT, Spectrum, Wire 3 along with New Smyrna Beach Utilities GM Efren Chavez on June 18, to discuss remediation of low hanging and/or out of service wires within the city.

- Met with representatives of the Callalisa Creek HOA on June 19 to discuss concerns they have regarding a private sidewalk, stormwater, and traffic safety in their neighborhood.

- The Finance Department issued an invitation for sealed bids on June 19 for the North Causeway, Phase 2, Shoreline Revetment project which involves rock revetment and stabilization repairs along approximately 453 linear feet of shoreline on the south side of the North Causeway Boat Ramp. The bid deadline is July 21 and the bid opening is July 22.

- Met with several short-term rental property owners on June 26 to discuss concerns about unlawful short-term rentals allegedly operating in the City.

- Please find attached the Capital Project Monthly Report.

- Please find attached the Stormwater Monthly Report.

- Please find attached the Parking Monthly Report.

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

NSB Monthly CIP Report

Created By	Jesse Kobe
Date of Report	6/30/2025

Projects Completed & Key Accomplishments

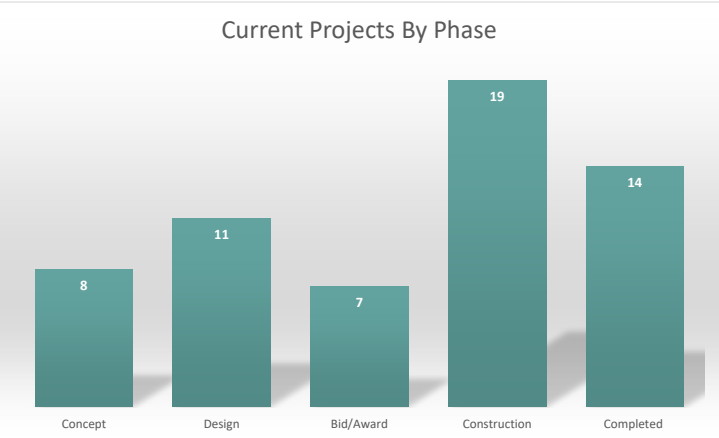
Project Manager/Task Owne	Project	Status
Arvin Weese	New Airport Fuel Sign was installed	5/7/2025
David Ray	27th Ave Playground was installed	5/20/2025
Jesse Kobe	Paige Pickleball Courts started construction	5/27/2025
Kyle Fegley	North Atlantic Drainage Project Notice to Proceed for Construction was issued	6/2/2025
Jesse Kobe	Brannon Center Dock started construction	6/19/2025

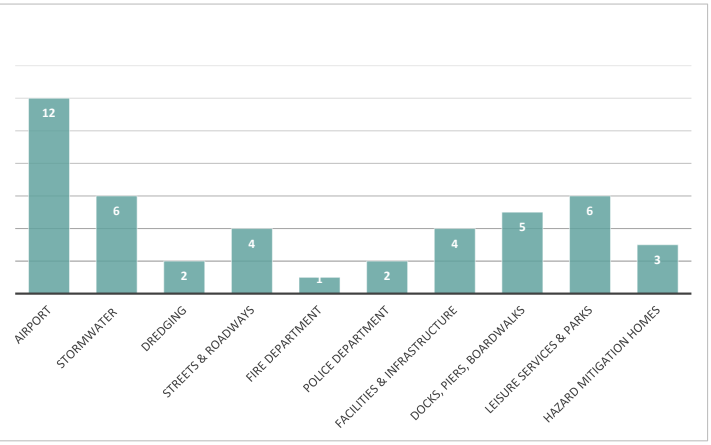
Upcoming

Key Events, Major Milestones, & Goals
☐ CEI Services for Washington St awarded to Newkirk
☐ Barracuda BLVD constuction awarded to Halifax Paving
☐ Dredging Turnbull N. complete
☐ North Causway Dock Replacement to start Sept
☐ Taxiway Bravo Project on track
☐ North Causway Dock Replacement to start June
☐ Pettis Park Shade Structure awarded to GameTime
☐ 1501 Airway Circle Rehab awarded to Greg Reynolds

Projects To Be Advertised For Bid

Project	Phase	Project Manager	Status
27th Ave Ramp & Boardwalk	Construction	Jesse Kobe	Intent to Award 7/8/25
AOB Site P2 Shoreline Revet.	Construction	Jesse Kobe	Being Advertised
Pettis Park Pavillion	Construction	Olivia Thomas	Draft
Airport Admin Building	Construction	Airport	Draft





Stormwater Report 6/30
Stormwater Projects

- **City Wide Comprehensive Master Plan:** The County is evaluating the proposals to determine the award of the bid.
- **Corbin Park:** This project was awarded $6,000,000 by Transform 386. The remainder of the project will be managed by the County. Currently they are having federal survey's done for the project site and would most likely advertise for bid later this year.
- **Historic Westside:** Mitigation Needs Assessment Survey submitted to Volusia County under Transform 386 CBDG Disaster Recovery for Hurricane Milton. Waiting to hear back from County Staff. The requested amount is for $5,000,000 based on the Engineer's construction cost estimates.
- - The City has applied for two State Appropriation Grants and awaiting response
- **North Atlantic Drainage:** Construction has commenced; the project is projected to take one year to complete.
- **Mary Avenue Septic to Sewer:** City staff will review the collected data from the survey ballot to determine next steps.
- **Pine Shores Dredging:** Plan to mobilize onsite and start dredging by the end of July.
- **Gabordy Pond & Cemetery Canal:** City is working to attain permits for both sites.
- **Turnbull Bay North Dredging**: Dredging has been completed, crew is wrapping up

TASK #	ACTION ITEM DESCRIPTION	STATUS OF ITEM 5/6	UPDATES 7/2
1	Right-Price Parking with Meter Technology	Evaluating potential locations to implement paid parking. Mark pavement to begin paid parking in North Beach area	Have met with Parking Guidance System vendor for street parking sensors on Canal and Flagler and paved lots on Canal. Looking at installing sensors to gather data before deciding to expand paid parking in those areas
2	Pursue Shared Parking Agreements	Reviewing draft SPA and identifying properties for use	Starting to look into this. Have met with the Coronado Church to discuss options in the Flagler area
3	Launch Remote Parking for Residents to special events	Working with individual events to address parking	Have started conversations with Leisure Services for future partnering
4	Develop Multimodal Master Plan		Studying past parking studies to brainstorm ideas for master plan
5	Work with Volusia County Coastal Division to ensure off-beach and on-beach parking technology are optimally paired for the city	Proposing on utilzing identical company and technology to manage parking	Have met with Park Volusia twice to get the ball rolling and combining our systems. Meeting with shared vendor (Duncan Solutions) to see how we can integrate permit systems
6	Develop webpage on City website with parking instructions & information including links to external resources	Links to County Parking registration is accessible	
7	Understand special event parking demands and develop instructions for parking including maps and remote parking opportunities that will be hosted on the city website	Will work with Special events team to develop options for major events	Created parking map for 4th of July Fireworks which was posted on City communication channels
8	Work with local establishments to include parking instructions to access their respective establishments on their websites	Will coordinate with FABA and Canal District groups to begin business outreach	I have met with the Canal District group and will continue to do so to help their customers. Still awaiting first FABA meeting.
9	Trial various markings and signage and measure utilization for optimal combination that results in higher occupancy	Staff at this time feel markings are at a optimal and legal configuration. Will continue to monitor	
10	Develop process for Business Tax Receipts to indentify future loading needs and facilitate a schedule coordinated with peak demand	Development Svcs staff will require loading plans be submitted and approved for projects in the Canal and Flagler Districts	
11	Create 15 min limit parking for post office boxusers on Flagler Ave at the Jessamine Lot	Staff has determined this is unworkable option	Will look at this feasibility again
12	Paint X-Markings in front of 2 driveways along western side of street on N. Peninsula at Florida and Esther to deter vehicles from blocking ingress and egress	Staff will make this markings	Not complete however identified 24 locations where "X" will be marked on Flagler to prevent parking in driveways. Public Works will be scheduling this project
13	Convert empty curb plantings at Orange and Canal Street to parking spaces	The few spaces created will not offset the cost and loss of traffic calming	Due to recent changes on Orange Ave, this extra parking is no longer needed
14	Participate in the Waze for Cities Program and 'Nork with Parkopedia (Apple Maps) to ensure accurate parking data.	Can implement once paid parking and tracking programs in place	
15	Work with FDOT to install messaging boards along SR44 as part of future widening project	Will coordinate with FDOT at planning stage of this project	As part of our Parking Guidance System project we have the ability to have our own signs that we can control
16	Work with FDOT to ensure North Causeway drawbridge is on optimal timing schedule at least during know peak seasons	Not feasible option	
17	Work with FDOT and City Parking Enforcement on coordinated messaging electronic signage.	Staff will continue these efforts	
18	Work with City of New Smryna Beeach Maintenance to ensure trash pickup on peak holidays and events will not block streets along Flagler Ave.	Given changing circumstances, consistent scheduling will be difficult	
19	Identify anticipated date New Smyrna Utilities off Canal will vacate building and plan for new tenant and potential excess parking	Staff will continue communication with NSBU as they develop relocation plans	I will be working closely with Sam on this.

20	Identify anticipated date Advent Health near south Causeway will vacate building and plan for new tenant and potential excess	Staff will continue communication with Advent Health as they develop relocation plans	I will be working closely with Sam on this.
21	Organize parking at North Beach Park on Sapphire Road right of way and include in the paid parking program; organize parking on 2nd Ave for safety improvements; organize parking on Peninsula Drive south of Flagler Ave on the east side	These recommendations will be part of PSI proposal	2nd ave complete. North Beach and Sapphire will be complete once construction is done and commission approves paid parking in additional parking lot. Signs are made and ready to go.
22	Install new signs per cited St. Augustine practice to direct people to Parking Payment Kiosks	Can be implemented once new kiosks are installed	Holding off as Kiosks may be going away. However, several other parking signs have been repaired or replaced. Still waiting on a few more to arrive.

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

CONSIDER ADOPTION OF THE MINUTES FROM THE CITY COMMISSION REGULAR MEETINGS HELD ON TUESDAY, MAY 13 AND MAY 27, 2025, AND THE WORKSHOP HELD ON THURSDAY, MAY 15, 2025.

July 8, 2025

Background:

The City Commission held regular meetings on Tuesday, May 13 and 27, 2025, and a workshop on Thursday, May 15, 2025. The attached minutes are submitted for the Commission's review and consideration of adoption.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

City Commission Regular Meeting Minutes - May 13, 2025.pdf
City Commission Workshop Minutes - May 15, 2025 Final.pdf
City Commission Regular Meeting Minutes - May 27, 2025.pdf

City Commission Regular Meeting
Tuesday, May 13, 2025, at 6:30 PM

MINUTES

1. OPENING OF MEETING

Having been duly advertised as required by law, the regular meeting of the City Commission of the City of New Smyrna Beach, Florida, was held on Tuesday, May 13, 2025, at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

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

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

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Chaplain Shelia Turner gave the invocation. Stratton Hathaway led those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

City Manager Cowper announced the removal of item 9A and to move item 10 B to Quasi-Judicial 9B.

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Proclamation: National Public Works Week

The City Commission presented a proclamation to Public Works Director David Ray.

4.B Proclamation: ALS Awareness Month

The City Commission presented a proclamation to Pat Stubbs recognizing ALS Awareness Month.

4.C Presentation of awards to winners of Mayor's Fitness Challenge

The City Commission presented awards to the top three Women's and Men Mayor's Fitness Challenge winners.

5. CITY MANAGER'S REPORT

5.A City Manager's Report

City Manager Cowper outlined a report and introduced Parking and Mobility Director Steve Mendygral.

6. PUBLIC PARTICIPATION

Jesse Romero, 708 South Cooper Street, commented on the New Smyrna Beach PUD.

Mike Boma, 3307 Modena Way, Venetian Bay commented on the new law regarding the stormwater. He commented on the city's willingness to work with the commission.

David McKenna, 316 Lincoln Avenue, recommended two intersections that need four way stop signs Flagler Avenue and Cooper Street, also Ocean Avenue and Cooper Street. He commented on pedestrian accidents.

Michael Denato, 2407 Saxon Avenue, commented on the intersection at 3rd Avenue and Saxon Drive, with the new development he stated traffic needed to be considered.

Jennifer Peace, Southeast Volusia Habitat for Humanity, thanked the City Commission for their efforts.

Lisa Dunphy, 315 North Causeway, commented repaving State Road 44 and using closed captions during Commission meetings.

Christopher Spurlin, 2811 Saxon Drive, commented on public safety regarding the bike path on Saxon Avenue.

Suzanne Scheiber, Dream Green Volusia, commented on Senate Bill 180 and read a letter to Governor DeSantis. She commented on home rule asked the city commission to send a letter to Governor DeSantis.

7. CONSENT AGENDA

7.A Consider the adoption of the City Commission workshop and regular meeting minutes from held on Thursday, April 17, 2025, and Tuesday, April 22, 2025.

Motion:
Commissioner McGuirk moved to adopt the City Commission workshop and regular meeting minutes from held on Thursday, April 17, 2025, and Tuesday, April 22, 2025. Vice Mayor Martin seconded the motion. The motion passed unanimously.

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

Motion:
Commissioner McGuirk moved to adopt Resolution No. 07-25, which would approve applying for a F.I.N.D (Florida Inland Navigation District) Grant for the construction of a "No Wake Zone" near Yacht Club Island in the Intracoastal Waterway (ICW). Vice Mayor Martin seconded the motion. The motion passed unanimously.

7.C Resolution No. 12-25: Consider the adoption of a Resolution, which if adopted, would approve the FDOT Grant offer for a Public Transportation Grant Agreement (PTGA). PTGA No. 444881-1-94-01 for the design and construction of a T-Hangar Rehabilitation.

Motion:
Commissioner McGuirk moved to adopt Resolution No. 12-25 which would approve the FDOT Grant offer for a Public Transportation Grant Agreement (PTGA). PTGA No. 444881-1-94-01 for the design and construction of a T-Hangar Rehabilitation. Vice Mayor Martin seconded the motion. The motion passed unanimously.

7.D Consider the approval of the renewal of the Emergency Debris Hauling & Disposal.

Motion:
Commissioner McGuirk moved to approve the renewal of the Emergency Debris Hauling & Disposal. Vice Mayor Martin seconded the motion. The motion passed unanimously.

7.E Consider the approval of the renewal of the Emergency Debris Monitoring Agreements.

Motion:
Commissioner McGuirk moved to approve the renewal of the Emergency Debris Monitoring Agreements. Vice Mayor Martin seconded the motion. The motion passed unanimously.

7.F Consider the approval to apply for a Community Development Block Grant (CDBG) competitive grant with the County of Volusia for stormwater improvements to the Historic Westside.

Motion:
Commissioner McGuirk moved to approve to apply for a Community Development Block Grant (CDBG) competitive grant with the County of Volusia for stormwater improvements to the Historic Westside. Vice Mayor Martin seconded the motion. The motion passed unanimously.

7.G Consider the approval of a renewal of the contract with the Volusia County School Board for a full-time police officer at the New Smyrna Beach Middle School and New Smyrna Beach High School for FY25-26.

Motion:
Commissioner McGuirk moved to approve the renewal contract with the Volusia County School Board for a full-time police officer at the New Smyrna Beach Middle School and New Smyrna Beach High School for FY25-26. Vice Mayor Martin seconded the motion. The motion passed unanimously.

7.H Consider the approval of award to Newkirk Engineering for CEI Services for Washington Street Roadway Improvement Project

Motion:
Commissioner McGuirk moved to approve the award to Newkirk Engineering for CEI Services for Washington Street Roadway Improvement Project. Vice Mayor Martin seconded the motion. The motion passed unanimously.

7.I Consider the approval of the purchase of lights and install with Musco Lighting through a Sourcewell Contract for the Paige Pickleball Court Facility.

Motion:
Commissioner McGuirk moved to approve the purchase of lights and install with Musco Lighting through a Sourcewell Contract for the Paige Pickleball Court Facility. Vice Mayor Martin seconded the motion. The motion passed unanimously.

7.J Consider the award of bid to Greg Reynolds Construction LLC for, ITB 10-25-AIR, American Aero Services Building Renovation.

Motion:
Commissioner McGuirk moved to approve the award of bid to Greg Reynolds Construction LLC for, ITB 10-25- AIR, American Aero Services Building Renovation. Vice Mayor Martin seconded the motion. The motion passed unanimously.

7.K Consider the approval of the purchase of lights and install with Musco Lighting through a Sourcewell Contract for the Sports Complex, Rocco Park, and the Skate Park.

Motion:
Commissioner McGuirk moved to approve the purchase of lights and install with Musco Lighting through a Sourcewell Contract for the Sports Complex, Rocco Park, and the Skate Park. Vice Mayor Martin seconded the motion. The motion passed unanimously.

7.L Consider the approval of purchasing additional License Plate Readers, equipment and software utilizing the Flock Group, Inc., Contract.

Motion:
Commissioner McGuirk moved to approve the purchase of lights and install with Musco Lighting through a Sourcewell Contract for the Sports Complex, Rocco Park, and the Skate Park. Vice Mayor Martin seconded the motion. The motion passed unanimously.

7.M Consider the approval of a Cooperative Service Agreement between the City of New Smyrna Beach Airport and the United States Department of Agriculture Animal and Plant Health Inspection Service (APHS) Wildlife Services (WS) for Wildlife Mitigation and authorize the Airport Director to execute the document on behalf of the City.

Motion:
Commissioner McGuirk moved to approve the Cooperative Service Agreement between the City of New Smyrna Beach Airport and the United States Department of Agriculture Animal and Plant Health Inspection Service (APHS) Wildlife Services (WS) for Wildlife Mitigation and authorize the Airport Director to execute the document on behalf of the City. Vice Mayor Martin seconded the motion. The motion passed unanimously.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

No action.

9. QUASI-JUDICIAL HEARINGS

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

Planning Manager Stephanie Doster stated the applicant requested the Special Exception for 666 Dora Street to be continued to the Tuesday, May 27, 2025, City Commission Meeting.

Motion:
Commissioner McGuirk moved to continue the application requested for the Special Exception regarding 666 Dora Street to the Tuesday, May 27, 2025, City Commission Regular Meeting. Vice Mayor Martin seconded the motion. The motion passed unanimously.

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

City Attorney Avallone provided background information regarding the Quasi-Judicial Hearing.

Development Services Director Shane Corbin outlined a PowerPoint presentation regarding rezoning 1,618 acres of land known as Deering Park Innovation Center (DPIC).

Mayor Cleveland asked for clarification of the next steps of the development after the rezoning Ordinance.

Mr. Corbin provided the process of the development of Deering Park Innovation Center (DPIC.)

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

Ernie Cox, President of Family Lands Remembered, outlined the process of the engineering studies of the stormwater system regarding Deering Park Innovation Center.

David Fuechtman, General Counsel Miami Corporation, played a video from the video from the Deering family.

Vice Mayor Martin sought clarification on several points. She asked whether the agreement would still apply if parts of the land were sold. She raised questions about the Accessory Dwelling Units (ADUs) and suggested an annual fee paid to the City by Deering Park Innovation Center (DPIC) to cover the cost of a project manager. She sought clarification regarding how wetland mitigation would be managed, inquired about the direction of the Florida Wildlife Corridor, and inquired if it would be possible to add another level of amenities to the project.

Commissioner McGuirk asked for clarification on the Accessory Dwelling Units (ADUs), specifically regarding the 'mother-in-law' quarters. He inquired about the 71 square miles designated for conservation, asked how to ensure the lands remained protected and would not be developed. He also commented on the extended timeline for the build-out, which was expected to span over 20 to 30 years.

Mr. Cox stated many easement holders are used to preserve the lands. He provided clarification regarding the use of accessory dwelling units.

Mr. Storch explained the use of perpetual easements to preserve the land. He stated that all holders of the easement must agree to any change.

Commissioner Ashley commented on the use of accessory dwelling units.

Mayor Cleveland opened the public hearing.

James Hall, 106 Portofino Boulevard, spoke in opposition of Ordinance No. 51-24.

Bob Williams, 767 Pine Shore Circle, spoke in support of Ordinance No. 51-24.

Audia Ricker, 815 Willard Street, commented on the sewage. She spoke in opposition of Ordinance No. 51-24.

Micheal Denato, 2407 Saxon Avenue, commented on traffic in New Smyrna Beach.

Gerard Pendergast, 5900 South Atlantic Avenue, spoke in support of Ordinance No. 51-24.

Mandy Perkins, 832 Evergreen Street, spoke in opposition of Ordinance No. 51-24.

Steve Gunner, New Smyrna Beach, commented on the stormwater and flooding. He spoke in opposition of Ordinance No. 51-24.

Tony Otte, 3530 Grand Tuscany Way, spoke in support of Ordinance No. 51-24.

Byron White, 2464 Lydia Way, spoke in opposition of Ordinance No. 51-24.

Christal Saylor, 645 Ball Street, spoke in opposition of Ordinance No. 51-24.

Richard England, 245 Minorca Beach Way, spoke in support of Ordinance No. 51-24.

John Joaquin, 4617 South Atlantic Avenue, spoke in support of Ordinance No. 51-24.

Bliss Jamison, 1000 Flying M Court, SEVMTC President, spoke in support of Ordinance No. 51-24.

Stephanie Ford, President and CEO SEV Chamber of Commerce, 115 Canal Street, spoke in support of Ordinance No. 51-24.

Janet Hall, 106 Portofino Boulevard, spoke in opposition of Ordinance No. 51-24.

Robbie Gibson-Minor, 2839 South Asciano Court, commented on working with the Deering Group regarding Ordinance No. 51-24.

Name and address not provided, spoke in opposition of Ordinance No. 51-24.

Cindy Harris, South Glencoe Road, commented on clarity regarding the stormwater bond, Senate Bill 180 and the Geotech drilling report.

Tyson Cole, 1490 James Street, commented on flooding on his property and spoke in opposition of Ordinance No. 51-24.

Mila Racco Griffin, 311 Herbert Street, spoke in opposition of Ordinance No. 51-24.

Colleen Zawadki, 602 North Pine Street, spoke in opposition of Ordinance No. 51-24.

Name and address not provided, spoke in opposition of Ordinance No. 51-24.

Micheal Dunphy, 832 Evergreen Street, spoke in opposition of Ordinance No. 51-24.

David Vaden, 110 Portofino Boulevard, spoke in opposition of Ordinance No. 51-24.

Mary Fikert, 498 Venetian Villa Drive, spoke in support of Ordinance No. 51-24

Zosha Lucas, 315 Rush Street, commented on the animals affected in the rezoning of Ordinance No. 51-24.

Sam Walsh, 200 Bay Street, Sharkbite Oysters, commented on the watershed basin and spoke in opposition of Ordinance No. 51-24.

Michael Hache, 645 Ingham Road, spoke in opposition of Ordinance No. 51-24.

Renee Richards, 323 Sarah Nicole Way, spoke in opposition of Ordinance No. 51-24.

Ivy Lloyd, 620 Hammett Lane, spoke in opposition of Ordinance No. 51-24.

M. Steele, 519 Washington Street, spoke in opposition of Ordinance No. 51-24.

Savannah Elliott, James Street, spoke in opposition of Ordinance No. 51-24.

Cindy Sniezak, 512 Yupon Street, commented on the New Smyrna Beach and Edgewater documents regarding Deering Park.

Joe Dlubac, 3321 East Locanda Circle, commented on approving the LDR prior to Ordinance No. 51-24. He commented on the PUD/MDA regarding Venetian Bay.

Tracy Barlow, 2004 Queen Palm Drive, Edgewater FL, spoke in support of Ordinance No. 51-24.

Margaret Drayton, 1490 James Street, spoke in opposition of Ordinance No. 51-24.

Carmel Vaden, 110 Portofino Boulevard, commented on the current issues in Venetian Bay, and spoke in opposition of Ordinance No. 51-24.

Patricia Blake-Harris, 524 North Myrtle Avenue, commented on the stormwater drainage, cleaning the ditched, and low-income housing.

Kendi Sallenger, 2809 Glenwood Avenue, commented on the issues of the current residents of New Smyrna Beach.

Cheryl Benedict, 140 Hughes Road, spoke in opposition of Ordinance No. 51-24.

Alicen Koch, 1118 Marcel Street, spoke in support of Ordinance No. 51-24.

Name and address protected under FSS 119.071, commented on the flooding in her home during the hurricanes. She spoke in opposition of Ordinance No. 51-24.

Grai Garzon, 173 Temple Street, spoke in opposition of Ordinance No. 51-24.

Alaia Earnest, 361 Western Road, spoke in opposition Ordinance No. 51-24.

Jim Dickau, 2525 Glenwood Avenue, spoke in opposition of Ordinance No. 51-24.

Randy McHenry, address not provided, spoke in favor of Ordinance No. 51-24.

Mayor Cleveland closed the public hearing.

Motion:
Commissioner McGuirk moved to extend the City Commission meeting to 11:00 PM. Commissioner Perrine seconded the motion. The motion passed by 3-2 vote, with Vice Mayor Martin and Mayor Cleveland voting no.

Commissioner Ashley commented on the safeguards in the MDA for Deering Park.

Vice Mayor Martin commented the residents under the age of 50 who participated in the meeting.

Commissioner McGuirk commented on the residents and the meeting participants under the age of 50. He questioned on the runoff of water into the lagoon, compensating storage, and accountability. He commented on the wetlands in Deering Park being privately owned. He remarked on the long-term goals of the city to preserve land and praised the voter referendum regarding the Turnbull Bay Creek bond.

Commissioner Perrine commented on voter referendum regarding the Turnbull Bay Creek bond and the maintenance of the conservation of the land. She explained that

the Deering Park MDA would preserve and maintain the land that would be in conservation. She questioned the septic tanks and commented on the accessory dwelling unit.

Mr. Storch clarified the processes of each project of Deering Park and the traffic impact.

Mayor Cleveland commented on conservation of lands, water management, and wildlife preservation. He remarked on the process regarding Deering Park Innovation Center.

Motion:
Commissioner Perrine moved to adopt Ordinance No. 51-24, to rezone approximately 1,618 acres of land located south of State Road 44 and west of I-95, known as Deering Park Innovation Center (DPIC), to Planned Unit Development (PUD) from the current zoning classifications of A-1 Prime Agriculture, Forestry Resource (FR), and Conservation (C) to include the additional stipulated language. Commissioner Ashley seconded the motion. The motion passed by 4-1 vote, with Vice Mayor Martin voting no.

10. PUBLIC HEARINGS

Motion:
Commissioner McGuirk moved to continue Ordinance No. 21-25: Conduct a Second Reading and Public Hearing, which if adopted, would amend Land Development Regulation, Section 504.02, to remove the homestead requirement for Wedding Venues and add fire safety requirements pursuant to agritourism in the A-2, Agriculture Zoning District to Thursday, May 15, 2025. Vice Mayor Martin seconded the motion. The motion passed unanimously.

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

City Attorney Avallone read Ordinance No. 21-25 for the second time by title only.

Planning Manager Stephanie Doster outlined a PowerPoint presentation.

Mayor Cleveland opened Public Hearing.

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

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

This item was moved to Quasi-Judicial Hearings 9B.

11. ORDINANCES FIRST READINGS

11.A Ordinance No. 22-25: Conduct a First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would annex approximately 18.18 + acres of land located on Paige Avenue.

City Attorney Avallone read Ordinance No. 22-25, the first time by title only. She reported that the Second Reading and Public Hearing was scheduled for May 27, 2025.

11.B Ordinance No. 23-25: Conduct a First Reading of an ordinance, which if adopted upon the Second Reading and Public Hearing, would propose a Small-Scale Comprehensive Plan amendment for property located on Paige Avenue, changing the Future Land Use category to Conservation as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 23-25, the first time by title only. She reported that the Second Reading and Public Hearing was scheduled for May 27, 2025.

11.C Ordinance No. 24-25: Conduct a First Reading of an Ordinance, which if adopted upon the Second Reading and Quasi-Judicial Hearing, would rezone approximately 18.18 + acres of land located on Paige Avenue to Conservation as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 24-25, the first time by title only. She reported that the Second Reading and Public Hearing was scheduled for May 27, 2025.

11.D Ordinance No. 25-25: Conduct a First Reading of an ordinance, which if adopted upon the Second Reading and Public Hearing, would annex approximately 17.5 +/- acres of land located at 2350 Paige Avenue.

City Attorney Avallone read Ordinance No. 25-25, the first time by title only. She reported that the Second Reading and Public Hearing was scheduled for May 27, 2025

11.E Ordinance No. 26-25: Conduct a First Reading of an ordinance, which if adopted upon the Second Reading and Public Hearing would propose a Small-Scale Comprehensive Plan amendment changing the Future Land

Use category to Conservation for property located at 2350 Paige Avenue as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 26-25, the first time by title only. She reported that the Second Reading and Public Hearing was scheduled for May 27, 2025

11.F Ordinance No. 27-25: Conduct a First Reading of an ordinance, which if adopted upon the Second Reading and Quasi-Judicial Hearing, would rezone approximately 17.5 + acres of land located at 2350 Paige Avenue to City Conservation as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 27-25, the first time by title only. She reported that the Second Reading and Public Hearing was scheduled for May 27, 2025.

11.G Ordinance No. 28-25: Authorizing the Utilities Commission, City of New Smyrna Beach to Issuance up to $130 million in Utilities System Revenue Certificates (Bonds).

City Attorney Avallone read Ordinance No. 28-25, the first time by title only. She reported that the Second Reading and Public Hearing was scheduled for May 27, 2025.

Motion:

Commissioner McGuirk moved to continue the regular City Commission meeting to Thursday, May 13, 2025, at 3:00 pm. Commissioner Ashley seconded the motion. The motion passed by unanimously vote.

12. BOARDS AND COMMISSIONS

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

No action.

13. MAYOR AND COMMISSIONER COMMENTS

Commissioner Ashley commented on the need for closed captions during commission meetings.

Commissioner Perrine commented on the signs in the chambers during the May 13, 2025, City Commission meeting and the rules of decorum during the Commission meetings. She inquired about the public participants who would not provide name and address during quasi-judicial hearing.

Mayor Cleveland stated that he attended the election official round table. He commented on Senate Bill 180, home rule, and the upcoming hurricane season. He remarked about the following upcoming events:

- May 26, 2025 - Brannon center Memorial Day.
- May 22, 2025 - Volusia County League of Cities Dinner

14. CITY CLERK'S REPORT

No action.

15. CITY ATTORNEY'S REPORT

15.A Legislative Update

City Attorney Avallone reviewed the Legislative session bills.

City Attorney Avallone led the discussion of a Chair and Vice Chair for the Charter review committee.

A discussion ensued regarding the Charter Review committee.

Commission consensus was to direct the Charter Review Committee elect a Chair and Co-chair.

Commissioner Perrine inquired about a special election

City Attorney Avallone clarified the special election and appointing a committee in 2026 rather than 2025.

Vice Mayor Martin commented on a slow thoughtful process leading to the election to 2026. She inquired about advertising of the proposed Charter language.

Commissioner Ashely questioned budget regarding the special election.

16. ADJOURNMENT

As there was no further business to discuss, Mayor Cleveland adjourned the meeting at 4:05 pm.

City Commission Workshop
Thursday, May 15, 2025, at 3:30 PM

MINUTES

I. CALL TO ORDER

Having been duly advertised as required by law, the workshop of the City Commission of the City of New Smyrna Beach, Florida, was held on Thursday, May 15, 2025, at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

Mayor Fred E. Cleveland opened the meeting at: 3:30 PM

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

Excused Absent: Commissioner Valli Perrine

Mayor Cleveland stated the Public Participation would be held after the presentation.

II. PUBLIC PARTICIPATION

Ashlyn Musgrove, 725 West Canal Street, Board of Realtors, read a letter of support and requested to be a part of the process as the City created new regulations.

Palmer Wilson, 101 Donlon Drive, stated some of the tree regulations should not apply to residential properties and City trees needed to be maintained.

Jennifer Peace, Director of Operations at Habitat for Humanity, expressed the hardship that would be caused if the thrift store had to replace its road sign.

Steve Manzo, 4186 Saxon Drive, commented on the flooding issues recently and stated that it never happened in 13 years. He stated that the contractor needed to adhere to the stormwater plan and maintain it.

Cindy Sniezak, 512 Yupon Street, stated the Deering Park agreement was not a good agreement. She commented on the proclamation naming the city 'Tree City USA' and remarked that the Commission should keep that in mind as they reviewed the tree ordinance.

Angie Berretta-Herman, 108 Esther Street, commented on the city being a 'Tree City USA' and tree canopy She thanked staff for the comprehensive ordinance. She commented on exemptions and the importance of checks and balances. She remarked on the number pole signs in the city.

III. WORKSHOP

III.a Discussion: Sign Amortization Program

Development Services Director Shane Corbin provided the Commission a timeline of the Sign Ordinance changes and showed a map depicting the pole signs that were existing as of today. He stated that in 2021 the Commission extended the deadline until 2025 to discontinue pole signs.

Commissioner Perrine stated there were pole signs in County too, there needed to be an even playing field. She also stated we needed to be aware of the damage from hurricanes these signs could cause. She remarked that she would be fine with requiring the signs to be replaced as they were damaged or changed hands. She recommended staff send out another letter to business owners.

Commissioner McGuirk stated some of these pole signs were artistic and if we regulated too much, we would lose that charm. He remarked on the importance of addressing the signs as they come into disrepair. He commented on the need for monument signs to be artistically creative and to be mindful of the business owner's finances.

Vice Mayor Martin stated she felt 15 years was plenty of time to save for a new sign. She stated the Commission decided to have monument signs and she believed the Commission should stick with it.

Commissioner Ashley questioned the damaged Denny's sign and Sugar Creek gas station. He suggested a joint workshop with the County could help or maybe a Sign Authority needed to be created. He went on to agree that there needed to be opportunity for creativity.

Mayor Cleveland stated that businesses had a financial cycle, and he was more apt to address the signs as they needed to be replaced because of damage or the business had changed owners.

City Manager Cowper stated there was blight that needed to be addressed but he believed the natural amortization to replace signs. He commented on the need to protect the eclectic and historic signs. City Manager stated the Commission could direct staff to look for financial assistance through the Community Redevelopment Agency.

III.b. Presentation: Sidewalk Project

Director of Public Works David Ray outlined a presentation on new and maintaining sidewalks.

Vice Mayor Martin stated she would like to see some sort of prioritization when repairing and adding new sidewalks. She stated that she had seen some sidewalks rarely used and others were much more popular.

Commissioner Perrine stated the Historic district had a lot of gaps in the sidewalks and she would like to see that addressed.

Mayor Cleveland questioned the repair protocol.

Director Ray explained staff reviewed the city's sidewalks and grade them from poor to good and addressed the poor as quickly as possible.

City Manager Cowper commented that the City had funds to move forward with sidewalk projects. He stated that he and staff were working to set a priority plan.

III.c. Discussion: Landscape Ordinance

Planning Manager Stephanie Doster provided the Commission with a recap from last meeting.

Commissioner McGuirk requested Planning Manger Doster to explain the State exception on removing trees. He expressed concern with the penalty if the property owner was of modest means; he stated that he would like to see the possibility of the Commission intervening.

Planning Manager Doster explained that there was a process the homeowner could follow with an arborist proving a tree was dangerous to their property and then they could remove the tree.

Vice Mayor Martin questioned the cost of the tree permit and the process of the donated trees.

Planning Manager Stephanie Doster clarified a tree removal permit was $28, and the City planted trees throughout the City.

Commissioner Perrine read some of the concern from her constituents.

City Manager Cowper agreed the current Ordinance was excessive in fines, but an exemption may be added.

Mayor Cleveland thanked Planning Manager Doster for the work and the collaboration. He also thanked the City Manager.

IV. COMMISSION COMMENTS

City Manager Cowper stated the 27th Avenue beach access project was out for bid and would be a joint project. He commented there would be a National Boating safety Week event Saturday, May 17, 2025, at 9:00 am and he thanked staff.

V. ADJOURNMENT

As there was no further business to discuss, Mayor Cleveland adjourned the workshop at 6:06 pm.

City Commission Regular Meeting
Tuesday, May 27, 2025, at 6:30 PM

MINUTES

1. OPENING OF MEETING

Having been duly advertised as required by law, the regular meeting of the City Commission of the City of New Smyrna Beach, Florida, was held on Tuesday, May 27, 2025, at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

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

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

Youth Council Task Force: Peyton Elkind, Mya Erwin, Jessica Purkiss, Kyla Kavanaugh, Vice Chair Abbey McCartha, and Chair Piper Lehmann

Excused Absence: Eden Broomall

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Chaplain Shelia Turner gave the invocation. Youth Council Chair Peyton Elkind lead those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

City Manager Cowper announced moving item 10 G. to immediately follow the Consent Agenda.

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Proclamation: Recognizing Juneteenth

The City Commission and Youth Council Task Force presented a proclamation recognizing Juneteenth.

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

The City Commission and Youth Council Task Force presented a proclamation recognizing Gary Norville of American Aero Services.

4.C Presentation: Youth Council Task Force Project Presentation

The Youth Council Task Force outlined a PowerPoint presentation.

Motion:

Commissioner Perrine moved to approve the Youth Showcase Festival to be held on Saturday, May 16, 2026. Commissioner McGuirk seconded the motion. The motion passed unanimously.

Motion:

Commissioner McGuirk moved to approve a Boater Awareness Safety meeting. Commissioner Perrine seconded the motion. The motion passed unanimously.

5. CITY MANAGER'S REPORT

5.A City Manager's Office

City Manager Cowper outlined a report.

6. PUBLIC PARTICIPATION

Sally Gillespie, 610 North Peninsula Avenue, Smart Growth, commented on the approval of the rezone and she spoke in favor of home rule.

Rhonda Spellers, 538 North Myrtle, commented on the youth using electric bikes and safety issues. She recommended the establishment of safety protocols.

James Piotrowski, 518 Venetian Villa Drive, spoke in favor of Deering Park.

Jim Dickau, 2525 Glenwood Avenue, commented on the docks at the Brannon Center and a pothole on South Street.

Bob Williams, 767 Pine Shores Circle, commented in favor of Deering Park Innovation Center.

Randy Herman, 108 Esther Street, thanked the mayor and staff that presented at the Memorial Day Celebration. He commented on the youth attendance during the May 13, 2025, City Commission meeting. He spoke with caution regarding Deering Park Innovation Center.

Christel Saylor, 645 Ball Street, commented on the City of New Smyrna Beach's website and current traffic issues.

Debra Shaw, 644 Dora Street, commented on the new Ace Hardware, Chisholm Elementary, paved streets and RaceTrac. She remarked on the traffic on Dora Street and the need for a speed hump.

7. CONSENT AGENDA

7.A Resolution No. 13-25: Consider the adoption of a Resolution, which if adopted, would approve the FDOT Grant offer for a Public Transportation Grant Agreement (PTGA) No. 456950-1-94-01 Air Traffic Control Equipment Upgrade.

Motion:
Vice Mayor Martin moved to adopt Resolution No. 13-25, which if adopted, would approve the FDOT Grant offer for a Public Transportation Grant Agreement (PTGA) No. 456950-1-94-01 Air Traffic Control Equipment Upgrade. Commissioner McGuirk seconded the motion. The motion passed unanimously.

7.B Resolution No. 14-25: Consider the approval of Countywide Local Mitigation Strategy (LMS) Plan with Resolution.

Motion:
Vice Mayor Martin moved to adopt Resolution No. 14-25, which if adopted, would approve Countywide Local Mitigation Strategy (LMS) Plan. Commissioner McGuirk seconded the motion. The motion passed unanimously.

7.C Consider the approval of Contract Renewals for Engineering Services for Marine Applications for Dredging & Marine Consultants, LLC and Taylor Engineering.

Motion:
Vice Mayor Martin moved to approve the contract renewal for Engineering Services for Marine Applications for Dredging & Marine Consultants, LLC and Taylor Engineering. Commissioner McGuirk seconded the motion. The motion passed unanimously.

7.D Consider the approval of Contract Renewals for Professional Engineering Services.

Motion:
Vice Mayor Martin moved to approve the contract renewals for Professional Engineering Services. Commissioner McGuirk seconded the motion. The motion passed unanimously.

7.E Consider the approval of Contract Renewals for Professional Architectural Services.

Motion:

Vice Mayor Martin moved to approve the contract renewals for Professional Architectural Services. Commissioner McGuirk seconded the motion. The motion passed unanimously.

7.F Consider the award Barracuda Boulevard Roadway Enhancement Project Contract to Halifax Paving, Inc.

Motion:

Vice Mayor Martin moved to approve the award to Barracuda Boulevard Roadway Enhancement Project Contract to Halifax Paving, Inc. Commissioner McGuirk seconded the motion. The motion passed unanimously.

7.G Consider the approval of a contract award to Playcore Wisconsin, Inc. dba GameTime for RFP 13-25-CIP Design Build Sail Shade Structure for Pettis Park

Motion:

Vice Mayor Martin moved to approve the contract of award to Playcore Wisconsin, Inc. dba GameTime for RFP 13-25-CIP Design Build Sail Shade Structure for Pettis Park. Commissioner McGuirk seconded the motion. The motion passed unanimously.

7.H Consider the approval of the purchase, delivery, and installation of a prefabricated restroom facility from CXT through Sourcewell Contract 081721-CXT

Motion:

Vice Mayor Martin moved to approve the contract of award to Playcore Wisconsin, Inc. dba GameTime for RFP 13-25-CIP Design Build Sail Shade Structure for Pettis Park. Commissioner McGuirk seconded the motion. The motion passed unanimously.

7.I Consider the approval of a contract award to Hall and Ogle Architects, Inc. for RFQ 16-23-CIP Professional Architectural Services - Fire Station Management Building.

Motion:

Vice Mayor Martin moved to approve the contract of award to Hall and Ogle Architects, Inc. for RFQ 16-23-CIP Professional Architectural Services - Fire Station Management Building. Commissioner McGuirk seconded the motion. The motion passed unanimously.

7.J Consider the approval of an Federal Administration Aviation (FAA) Grant Agreement for Wildlife Fence - Design.

Motion:
Vice Mayor Martin moved to approve the Federal Administration Aviation (FAA) Grant Agreement for Wildlife Fence - Design. Commissioner McGuirk seconded the motion. The motion passed unanimously.

7.K Consider the approval of Mead & Hunt's proposal for a septic-to-sewer system for the Air Traffic Control Tower.

Motion:
Vice Mayor Martin moved to approve Mead & Hunt's proposal for a septic-to-sewer system for the Air Traffic Control Tower. Commissioner McGuirk seconded the motion. The motion passed unanimously.

7.L Consider the approval of a Memorandum of Understanding between the City of New Smyrna Beach and the Smyrna Yacht Club addressing the installation of signage for a Low Wake Zone.

Motion:
Vice Mayor Martin moved to approve the Memorandum of Understanding between the City of New Smyrna Beach and the Smyrna Yacht Club addressing the installation of signage for a Low Wake Zone. Commissioner McGuirk seconded the motion. The motion passed unanimously.

7.M Special Event: Consider the approval of the Venetian Bay Golf and Country Club 2025 July 4th Fireworks display, to be held on Friday July 4, 2025.

Motion:
Vice Mayor Martin moved to approve the Venetian Bay Golf and Country Club 2025 July 4th Fireworks display, to be held on Friday July 4, 2025. Commissioner McGuirk seconded the motion. The motion passed unanimously.

7.N Special Event: Consider the approval of the continuous NSB Cars and Coffee Event, to be held on the 3rd Saturday of each month starting on June 21, 2025 through April 18, 2026.

Motion:
Vice Mayor Martin moved to approve the continuous NSB Cars and Coffee Event, to be held on the 3rd Saturday of each month starting on June 21, 2025 through April 18, 2026. Commissioner McGuirk seconded the motion. The motion passed unanimously.

7.O Special Event: Consider approval of the First Saturday on Canal Street Events for 2025-2026, events will be held on the first Saturday of each month starting on July 5, 2025 through May 2, 2026.

Motion:

Vice Mayor Martin moved to approve the First Saturday on Canal Street Events for 2025-2026, events will be held on the first Saturday of each month starting on July 5, 2025 through May 2, 2026. Commissioner McGuirk seconded the motion. The motion passed unanimously.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

9. QUASI-JUDICIAL HEARINGS

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

Jake Baker, Senior Planner, outlined a PowerPoint presentation regarding 666 Dora Street.

Commissioner McGuirk questioned the fence and landscaping on the property.

Vice Mayor Martin commented on the absence of a pre-application meeting.

Commissioner Perrine commented on the fence on the property.

Commissioner Ashley commented on the height of the fence and sought clarification regarding the landscaping the inside fence.

Mayor Cleveland sought clarification regarding the timeline of the application process.

Mayor Cleveland opened the public hearing.

Jennifer Cornelius, 307 Columbus Avenue, commented on the permitting process at the building department.

Clinton Cornelius, 307 Columbus Avenue, commented on the permitting process at the building department.

Commissioner Ashley questioned the slats in the 6-foot fence and the interior landscaping inside the fence.

Vice Mayor Martin clarified moving the slats in the fence.

Commissioner McGuirk commented on the need for the landscaping to be on the outside of the fence. He commented on contacting the neighbors and donate the hedges to help the aesthetic of the neighborhood.

Mayor Cleveland commented on the city moving the fence and the business owners planting vegetation.

City Manager Cowper commented on the permitting process and stated that he does not recommend using public dollars on private properties.

A discussion ensued regarding the fence on 666 Dora Street.

Chad Howard, New Smyrna Beach Welding and Fabrication, 4007 Budd Road, commented on the permitting process and the fence.

Jake Baker, Senior Planner, commented on the placement of the fence.

Shane Corbin, Development Service Director, commented on the permitting process and clarified the landscaping on the property.

Commissioner Perrine sought clarification on the special exception regarding the fence.

Mayor Cleveland opened public participation.

Debra Shaw, 644 Dora Street, commented on the house that existed on 666 Dora Street and provided clarification. She commented on a zero-lot line and neighborhood zoned as B3 commercial.

Mayor Cleveland closed public participation.

Mr. Baker provided clarification regarding fence on 666 Dora Street.

Clinton Cornelius, 307 Columbus Avenue, provided clarification regarding the permits.

City Attorney Avallone clarified the special exception use approval.

A discussion ensued regarding the special exception.

Clinton Cornelius agreed to donating the plants to the neighbors that would have been on the commercial property.

Motion:
Commissioner McGuirk moved to approve a Special Exception to allow a boat and RV storage facility to operate in the B-3 zoning district, located at 666 Dora Street, to include stipulations. Commissioner Ashley seconded the motion. The motion passed unanimously.

Unanimously approved with the following stipulations:

- Planting the 5-foot landscape buffer along the entirety of the east property line (Dora St. Side), inside the fence, outside the visibility triangle (Required by any project in the B-3 zoning district).
- Plant the 5-foot landscape buffer along the western property line (Pecan Street side), not obstructing the gate, outside the visibility triangle. (required by any project in the B-3 zoning district).
- Require the property owner to include the slats wither at the minimum 6-foot height outside the visibility triangle along the north and south property lines.
- Meet all the other requirements of the site plan approval, including storm water management per the Engineering Department's requirements, and planning the required number of trees.
- One year after the commencement of operations, the property owners neighboring 666 Dora Street must be offered a landscape buffer along their side property lines, at the expense of the owners of 666 Dora Street. If the neighbors decline the offer, a verification statement must be submitted confirming their decision to not accept the landscaping.

9.B Conduct a Quasi-Judicial Hearing of a proposed Sidewalk Café Agreement for The General Public House restaurant located at 501 Canal Street.

Bob Mathen, Senior Planner, outlined a PowerPoint presentation.

Vice Mayor Martin questioned the 5-foot clearance while the tabletops were in use.

Mayor Cleveland sought clarification regarding the sidewalk application process.

Mayor Cleveland opened the hearing for public participation.

Randy Herman, 108 Esther Street, questioned if someone was injured at the tables on the street side the city would be liable.

Phil Grudzinski, Owner of General Public House, commented on the picnic tables used by the previous owner. He commented on the updates and agreed on America Disabilities Act (ADA) compliance standards.

Motion:
Commissioner McGuirk moved to approve the Sidewalk Café Agreement for The General Public House restaurant located at 501 Canal Street. Commissioner Perrine seconded the motion. The motion passed unanimously.

10. PUBLIC HEARINGS

10.A Ordinance No. 22-25: Conduct a Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 18.18 + acres of land located on Paige Avenue.

City Attorney Avallone read Ordinance No. 22-25, the second time by title only.

A Public Hearing was conducted to consider the adoption of Ordinance No. 22-25.

Senior Planner Bob Mathen outlined a PowerPoint presentation.

Mayor Cleveland opened the Public Hearing.

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

Motion:
Vice Mayor Martin moved to adopt Ordinance No. 22-25 which if adopted, would annex approximately 18.18 + acres of land located on Paige Avenue. Commissioner Perrine seconded the motion. The motion passed unanimously.

10.B Ordinance No. 23-25: Conduct a Second Reading and Public Hearing of an Ordinance, which if adopted, would propose a Small-Scale Comprehensive Plan amendment for property located on Paige Avenue, changing the Future Land Use category to Conservation as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 23-25, the second time by title only.

A Public Hearing was conducted to consider the adoption of Ordinance No. 23-25.

Senior Planner Bob Mathen outlined a PowerPoint presentation.

Mayor Cleveland opened the Public Hearing.

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

Motion:
Vice Mayor Martin moved to adopt Ordinance No. 23-25 which if adopted, would propose a Small-Scale Comprehensive Plan amendment for property located on Paige Avenue, changing the Future Land Use category to Conservation as part of an overall annexation application. The motion passed unanimously. Commissioner Perrine.

10.C Ordinance No. 24-25: Conduct a Second Reading and Public Hearing of an Ordinance, which if adopted, would rezone approximately 18.18 + acres of land located on Paige Avenue to Conservation as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 24-25, the second time by title only.

A Public Hearing was conducted to consider the adoption of Ordinance No. 24-25.

Senior Planner Bob Mathen outlined a PowerPoint presentation.

Mayor Cleveland opened the Public Hearing.

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

Motion:
Vice Mayor Martin moved to adopt Ordinance No. 24-25 which if adopted, would rezone approximately 18.18 + acres of land located on Paige Avenue to Conservation as part of an overall annexation application. Commissioner Perrine seconded the motion. The motion passed unanimously.

10.D Ordinance No. 25-25: Conduct a Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 17.5 +/- acres of land located at 2350 Paige Avenue.

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

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

Senior Planner Bob Mathen outlined a PowerPoint presentation.

Mayor Cleveland opened the Public Hearing.

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

Motion:
Commissioner Perrine moved to adopt Ordinance No. 25-25 which if adopted, would annex approximately 17.5 +/- acres of land located at 2350 Paige Avenue. Vice Mayor Martin seconded the motion. The motion passed unanimously.

10.E Ordinance No. 26-25: Conduct a Second Reading and Public Hearing of an Ordinance, which if adopted, would propose a Small-Scale Comprehensive Plan amendment changing the Future Land Use category to Conservation for property located at 2350 Paige Avenue as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 26-25, the second time by title only.

A Public Hearing was conducted to consider the adoption of Ordinance No. 26-25.

Senior Planner Bob Mathen outlined a PowerPoint presentation.

Mayor Cleveland opened the Public Hearing.

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

Motion:
Commissioner McGuirk moved to adopt Ordinance No. 26-25 which if adopted, would propose a Small-Scale Comprehensive Plan amendment changing the Future Land Use category to Conservation for property located at 2350 Paige Avenue as part of an overall annexation application. Commissioner Ashley seconded the motion. The motion passed unanimously.

10.F Ordinance No. 27-25: Conduct a Second Reading and Public Hearing of an Ordinance, which if adopted, would rezone approximately 17.5 + acres of land located at 2350 Paige Avenue to City Conservation as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 27-25, the second time by title only.

A Public Hearing was conducted to consider the adoption of Ordinance No. 27-25.

Senior Planner Bob Mathen outlined a PowerPoint presentation.

Mayor Cleveland opened the Public Hearing.

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

Motion:
Vice Mayor Martin moved to adopt Ordinance No. 27-25 which if adopted, would rezone approximately 17.5 + acres of land located at 2350 Paige Avenue to City Conservation as part of an overall annexation application. Commissioner Perrine seconded the motion. The motion passed unanimously.

10.G Ordinance No. 28-25: Conduct a Second Reading and Public Hearing of an Ordinance, which if adopted, would authorize the Utilities Commission, City of New Smyrna Beach to Issuance up to $130 million in Utilities System Revenue Certificates (Bonds).

City Attorney Avallone read Ordinance No. 28-25 for the second time by title only.

A Public Hearing was conducted to consider the adoption of Ordinance No. 28-25.

Efren Chavez outlined a PowerPoint presentation.

Mayor Cleveland opened the Public Hearing.

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

Motion:
Vice Mayor Martin moved to adopt Ordinance No. 28-25, which if adopted, would authorize the Utilities Commission, City of New Smyrna Beach to Issuance up to $130 million in Utilities System Revenue Certificates (Bonds). Commissioner McGuirk seconded the motion. The motion carried unanimously.

10.H Ordinance No. 29-25: Conduct a First Reading and Public Hearing of an ordinance, if adopted at a Second Reading and Public Hearing, would rezone approximately 3.25 + acres of land from A-3, Transitional Agriculture to RA, Rural Agriculture for property located at 1016 Dillon Circle.

City Attorney Avallone read Ordinance No. 29-25, the second time by title only.

A Public Hearing was conducted to consider the adoption of Ordinance No. 29-25.
Senior Planner Bob Mathen outlined a PowerPoint presentation.

Mayor Cleveland opened the Public Hearing.

Jessica Gow, Cobb Cole Law Firm, outlined a report.

Mayor Cleveland closed the Public Hearing.

Motion:
Commissioner McGuirk moved to adopt Ordinance No. 29-25, which if adopted, at a Second Reading and Public Hearing, would rezone approximately 3.25 + acres of land from A-3, Transitional Agriculture to RA, Rural Agriculture for property located at 1016 Dillon Circle. Vice Mayor Martin seconded the motion. The motion passed unanimously.

11. ORDINANCES FIRST READINGS

11.A Ordinance No. 30-25: Conduct the First Reading and Public Hearing of an Ordinance, which, if adopted, would grant a non-exclusive franchise agreement to MLJ Drywall Inc.

City Attorney Avallone read Ordinance No. 30-25, for the first time, by title only. She reported that the second reading and public hearing, would be conducted on July 8, 2025.

11.B Ordinance No. 31-25: Conduct the First Reading of an Ordinance, which, if adopted, upon the Second Reading and Public Hearing, would Amend Article III, Section 52-20 and Section 52-21 of the City Code of Ordinance, which would update the Impact Fee Study and Rates for Road Impact Fees.

City Attorney Avallone read Ordinance No. 31-25, for the first time, by title only. She reported that the second reading and public hearing, would be conducted on July 8, 2025.

11.C Ordinance No. 32-25: Conduct a First Reading of an ordinance, if adopted at a Second Reading and Public Hearing, would annex approximately 0.36 + acres of property located at 1198 N Golf Lake Drive.

City Attorney Avallone read Ordinance No. 32-25, for the first time, by title only. She reported that the second reading and public hearing, would be conducted on July 22, 2025.

11.D Ordinance No. 33-25: Conduct a First Reading of an ordinance, if adopted at a Second Reading and Public Hearing would approve a Small-Scale Comprehensive Plan amendment changing the Future Land Use to city Rural for property located at 1198 N Golf Lake Drive as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 33-25, for the first time, by title only. She reported that the second reading and public hearing, would be conducted on July 22, 2025.

11.E Ordinance No. 34-25: Conduct a First Reading of an ordinance, if adopted at a Second Reading and Quasi-Judicial Hearing would rezone approximately 0.36 + acres of to A-3, Transitional Agriculture for property

located at 1198 N Golf Lake Drive as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 34-25, for the first time, by title only. She reported that the second reading and public hearing, would be conducted on July 22, 2025.

11.F Ordinance No. 35-25: Conduct the First Reading and Public Hearing of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would grant a non-exclusive franchise agreement to Lightning Dumpster LLC.

City Attorney Avallone read Ordinance No. 35-25, for the first time, by title only. She reported that the second reading and public hearing, would be conducted on July 8, 2025.

12. BOARDS AND COMMISSIONS

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

Motion:

The Mayor appointed Nelson McDonald to serve an unfilled four-year term, expiring on August 31, 2027. The approval of the appointment passed by 3-2 vote, with Commissioner Perrine and Vice Mayor Martin voting no.

12.B Reappointment - Personnel Board: Consider the reappointment of five (5) citizens to serve three-year terms to expire on May 1, 2028.

Motion:

Commissioner McGuirk moved to reappoint Tim Buko. Lori Hartman, Barbara Lutrell, Daniel Moran, and Douglas Rose to serve three-year terms to expire on May 1, 2028. Vice Mayor Martin seconded the motion. The motion passed unanimously.

12.C Board Vacancy Advertisement: Historic Preservation Commission

No action.

13. MAYOR AND COMMISSIONER COMMENTS

Vice Mayor Martin commented on the following:

- Toured the Orlando wetlands
- Razzle Dazzle Fashion Show
- Coronado Beach Elementary Awards ceremony
- Memorial Day Service at the Brannon Center

Commission McGuirk commented on the removal of fluoride from water. He remarked on Memorial Day, and the Volusia County League of Cities dinner.

Commissioner Perrine commented on Memorial Day and the Volusia League of Cities dinner. She inquired regarding in signs the Chambers.

Commissioner Ashley remarked on the Memorial Day service and the Youth Council Task Force.

Mayor Cleveland commented on Youth Council Taks Force Joint Meeting. He remarked on the police presence during Memorial Day, Volusia League of Cities dinner, Richard England and Razzle Dazzle event, Jazz Festival Marc Montenson. He commented on a successful Memorial Day service and thanked city staff.

14. CITY CLERK'S REPORT

No action.

15. CITY ATTORNEY'S REPORT

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

City Attorney outlined the legislative bill summary.

City Attorney provided research regarding signs in the Chambers.

16. ADJOURNMENT

As there was no further business to discuss, Mayor Cleveland adjourned the meeting at 9:34 PM.

THE CITY OF NEW SMYRNA BEACH - PUBLIC WORKS

RESOLUTION NO. 15-25: CONSIDER THE ADOPTION OF RESOLUTION NO. 15-25, WHICH IF ADOPTED, WOULD APPROVE TO REDUCE SPEED IN CONSTRUCTION AREA ON SAXON DRIVE.

July 8, 2025

Background:

Requesting approval of the resolution to temporarily reduce the speed limit to 25 MPH for the duration of the Oakwiler Townhomes construction project off Saxon Drive. This temporary speed limit reduction would start at the first driveway going south after the CVS and will run until 7th Street. Once the construction is complete the speed limit would return to 35 MPH.

Fiscal Analysis:

The fiscal impact includes the cost of fabricating and installing one directional sign in each direction.

Strategic Plan Item:

No

Staff Report Created By: David Ray - Director - Public Works

Attachments:

Res. No. 15-25 Temporary Speed Limit Reduction Saxon.pdf

RESOLUTION NO. 15-25

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH APPROVING A TEMPORARY REDUCTION IN SPEED LIMIT ALONG SAXON DRIVE; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, construction is currently in progress for the Oakwiler Townhomes along Saxon Drive; and

WHEREAS, the construction traffic is causing hazards for pedestrians and vehicles travelling along the road; and

WHEREAS, the City seeks to temporarily reduce the speed limit from 35 MPH to 25 MPH during the construction of the project; and

WHEREAS, it is in the best interests of the citizens of the City of New Smyrna Beach to adopt a resolution temporarily reducing the speed limit along Saxon Drive, starting at the first driveway going south after the CVS and will run until 7th Street.

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

SECTION 1: ***Temporary Reduction in Speed Limit.*** The speed limit along Saxon Drive is hereby reduced from 35 MPH to 25 MPH for the duration of the construction of the Oakwiler Townhomes, from the first driveway south of CVS to 7th Street.

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

SECTION 3: ***Effective Date.*** That this resolution shall take effect immediately upon its final adoption and shall cease upon completion of the construction of the Oakwiler Townhomes project.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 7/1/2025

THE CITY OF NEW SMYRNA BEACH - FINANCE

RESOLUTION NO. 16-25: CONSIDER THE ADOPTION OF RESOLUTION NO. 16-25, WHICH IF ADOPTED, WOULD GRANT AUTHORITY TO THE CITY MANAGER TO APPROVE ALL CHANGE ORDERS NECESSARY FOR COMPLIANCE WITH F.S. SECTION 218.755.

July 8, 2025

Background:

Effective July 1, 2025, the Florida legislature added a new section to Florida Statutes, 218.755, which requires local governments to approve or deny contractor-submitted change order quotes within 35 days. If no response is given, the quote is deemed automatically approved and payment is required upon completion of the contract. This deadline cannot be waived by contract.

This requirement to approve or deny change orders within 35 days presents a challenge when the change order exceeds delegated authority, approved budget, and meeting the City's notice requirements to seek Commission approval. The City Commission does not meet regularly in the months of June, December, and occasionally November making City Commission approval impossible unless a special meeting is called.

Section 1.6 of the Purchasing policy states "The City Manager or designee shall have the authority to award and execute purchases of goods and services not to exceed $50,000, including change orders and amendments. The City Manager or designee shall have the authority to approve and execute all change orders and amendments and to approve price escalation/ de-escalation changes, according to the terms of the particular contract, providing that the change does not exceed 10% of the original approved contract value, individually or in the aggregate. Amendments to contracts greater than 10% must be approved by City Commission."

To comply with the new statutory deadline, staff recommends authorizing the City Manager or designee to approve any change order necessary for compliance with Florida Statute Section 218.755. This resolution would provide the City Manager with the authority to exceed to maximums set by the Purchasing Policy until such time as the policy can be amended.

Fiscal Analysis:

City Manager or designee to approve all change orders necessary for compliance with F.S. Section 218.755.

Strategic Plan Item:
No

Staff Report Created By: Janet Vivian - Purchasing Coordinator

Attachments:

Resolution No. 62-23 Purchasing Policy.pdf
_h0683er.pdf
Res. No. 16-25 CM Authorization Change Orders F.S. 218.755.pdf

RESOLUTION NO. 62-23

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH AMENDING THE PURCHASING POLICY MANUAL; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in an effort to be consistent with current laws, policies and practices, City Staff seeks to update the existing City of New Smyrna Beach Purchasing Policy by amending the Purchasing Policy Manual; and

WHEREAS, the City Commission deems it is in the best interest of the citizens of the City of New Smyrna Beach to adopt the Purchasing Policy Manual.

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

SECTION 1: That the City Commission hereby amends the Purchasing Policy Manual as more particularly described below. **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikeout~~, and additions to text are indicated by underline.)**

SEE EXHIBIT "A" ATTACHED HERETO; AND MADE A PART HEREOF.

SECTION 2: ***Implementation.*** The City Manager is hereby authorized and directed to take such actions as he may deem necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 3: ***Conflicting Resolutions.*** That all resolutions or parts thereof that are in conflict with this resolution are hereby rescinded and repealed.

SECTION 4: ***Effective Date.*** That this resolution shall take effect immediately upon its adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 10/17/2023

EXHIBIT "A"

PURCHASING POLICY MANUAL

October 24, 2023

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INTRODUCTION

This Purchasing Policies Manual was written to guide City employees and officials when procuring goods or services for the City. It may be used as a training manual for the new employee or newly elected official, or it may be used by the experienced as a refresher or reference manual.

The manual establishes policies, procedures, and guidelines relating to the procurement and disposal of supplies, services, and construction, under the authority of Resolution 62-23.

This Manual is meant to be dynamic and allows for easy change with changing conditions. City employees and officials are encouraged to submit their suggestions for change or improvement of the Manual in writing, and they will be considered in the next review of the Manual.

The purposes of this Manual are to provide for the fair and equitable treatment of all persons involved in public purchasing with the City of New Smyrna Beach, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

APPLICATION

This Manual applies to the procurement of supplies, services, and construction projects. The Policies shall apply to all expenditures of public funds by the City, irrespective of the source. When the procurement involves the expenditure of grant funds, the procurement shall be conducted in accordance with any applicable mandatory laws and regulations of the granting Department, whether or not they are reflected in the applicable ordinances or Manual. Nothing in this Manual shall prevent any public Department from complying with the terms and conditions of any grant, gift, or bequest which are otherwise consistent with law.

SECTION 1 - PURCHASING AUTHORITY

SECTION 1.1 PURCHASING POWERS

The City Manager is given the power, duty, authority, and responsibility to purchase or contract for all commodities, equipment, and services on behalf of the City of New Smyrna Beach. He/She shall coordinate and exercise control of the acquisition of commodities, equipment and services, selection of bidders, and awarding of purchase orders and contracts to vendors as approved by either the City Commission or City Manager based on dollar thresholds.

The City Manager shall have the authority for the following:

(a) To designate an Individual(s) to handle the procurement responsibilities of the City of New Smyrna Beach.

(b) To promulgate regulations governing the procurement, management, control, and disposal of any and all supplies, services, and construction to be procured by the City, subject to the approval of the related City Department.

(c) Purchase or Contract: To perform the duties specified in connection with the purchase or contract for all supplies and contractual or professional services needed by any Department which derives its support wholly or in part from the City. The City Manager or designee shall act in accordance with the Policies and Procedures Manual, and such rules and regulations as may be adopted for the internal management and operation of the City and such other rules and regulations as shall be prescribed by the City Manager.

(d) Exceptions Prohibited: The authority of the City Manager or designee to negotiate or cause to be negotiated all purchases for all Departments shall not be abridged, except as required by Charter.

(e) Unauthorized Purchases: Except as herein provided, purchases made without the written consent of the City Manager or designee shall be considered illegal, and referred to the City Commission for judgment as to penalty. Except as herein provided, it shall be illegal for any City officer, employee, or other person to order the purchase of any materials, supplies, or services.

(f) Disqualification of Bidders: The City Manager or designee shall have the authority to declare vendors who default their quotations or bids as irresponsible bidders, and to disqualify them from receiving any business from the City for a stated period of time.

(g) Requisitions and Estimates: The City Manager or designee shall require all Departments, either by or with the authorization of the head of the department under which the Department operates, to file with the Finance Department detailed requisitions or estimates of their requirements in supplies and services in such manner, at such time, and for such future period as the City Manager shall prescribe.

(h) To evaluate contracts let by any other government entity for the provision of commodities and contract services, and when it is determined to be cost-effective and in the best interest of the City, to enter into a written agreement and/or Purchase Order. A copy of the award and the contract shall be retained by the Finance Department, and proof of insurance, licenses, and any other requirements of the awarding entity's bid specifications shall be obtained by the using department, and a copy provided to the Finance Department. These purchases must be approved by either the City Commission or City Manager based on dollar thresholds.

(i) The City Manager or designee shall have the right to choose the most advantageous method of payment for all invoices received by the City.

(j) The City Manager or designee is responsible for the interpretation of this Manual.

SECTION 1.2 FINANCE DEPARTMENT DUTIES

(a) The Finance Department shall procure for the City the highest necessary quality in materials and services at the least expense to the City, following the applicable laws, policies, and procedures.

(b) The Finance Department shall advise and assist the City Manager or designee in the formulation of policies and procedures in connection with the procurement activities of the City.

(c) The Finance Department shall be the final review of the specifications for correctness, competitiveness, and suitability for purchasing and procurement.

(d) The Finance Department shall have a member (non-voting) on the Selection Committees for construction, professional, and consulting services to guide the Committees in the prescribed process.

(e) It shall be the responsibility of the Finance Department to maintain and secure all documents relating to each bid in its bid file.

(f) It shall be the responsibility of the Finance Director to maintain and retain the records of his/her office in compliance with the State of Florida's record retention laws.

(g) The Finance Department shall be familiar Florida-based contracts for commodities and services which are available for use by the City.

(h) The Finance Department shall be familiar with applicable purchasing laws, policies, and procedures.

(i) It shall be the responsibility of the City Manager or designee to write and oversee review, revision, and distribution of this Manual.

(j) With the approval of the City Manager or designee, the Finance Department may delegate all or some of its responsibilities to another.

SECTION 1.3 PURCHASING REQUISTIONS

All requisitions shall be authorized by the requisitioning department's director or designated authority. Requisitions should originate in the department at the level where the purchase is to be used and routed to the designated approval authority prior to being sent to Finance Department. Requisitions not properly authorized will not be accepted by the on-line system.

ROUTING:

1. For all purchases under $50,000, the requisitioning Department will enter the requisition into the on-line system for issuance of a purchase order. The Department will obtain quotes as:
   a. No quotes required under $5,000
      i. Quotes are encouraged
   b. Three written quotes required between $5,000 - $50,000
      i. Written quotes or proposals
      ii. Screen Shots are allowed
2. For all purchases $50,000 or greater, the requisitioning department will request a formal solicitation to be issued by the Finance Department, and then assure that City Commission approval is obtained for award, either of the solicitation or other Commission direction.
3. If the requisition is incomplete or not properly prepared, the Finance Department will notify the originating department.
4. For all purchases of capital goods or services, regardless of the dollar amount, the requisitioning Department will enter the requisition into the system, assuring appropriate approvals are obtained, unless approved by the City Manager or designee and under $50,000.

SECTION 1.4 PURCHASING REVIEWS

REVIEW OF SPECIFICATIONS-OTHER DEPARTMENTAL APPROVALS REQUIRED: Prior to issuance of bids or the processing of a requisition with specifications included, review of the items to be purchased and the specifications for certain commodities and services must be made by other departments within the City to assure open, competitive bidding, compatibility, standardization, and up-to-date specifications. The following are mandated reviews:

TYPE OF EQUIPMENT/SERVICE REQUESTED	DEPARTMENT REVIEW
Information Technology Equipment:	Information Technology
Vehicles/Heavy Equipment:	Fleet Maintenance

PLEASE ENSURE THE ABOVE APPROVALS ARE OBTAINED PRIOR TO SUBMITTAL TO THE FINANCE DEPARTMENT.

SECTION 1.5 SMALL PURCHASES

For small Purchases under $5,000 we recognize that some vendors will require a purchase order. This should be the exception not the norm for purchases less than $5,000. This would be used as a payment tool / check request for those purchases when vendors require a purchase order. Common uses include: Subscriptions, Memberships, Advertisement and Registrations requiring a check, Petty Cash Reimbursements and Employee Travel Reimbursement checks. Also, the Request for Check in Munis should be used for items under $5,000 for vendors that do not accept the Purchasing Card.

SECTION 1.6 APPROVAL LEVEL THRESHOLDS

The City Manager or designee shall have the authority to award and execute purchases of goods and services not to exceed $50,000, including change orders and amendments. The City Manager or designee is authorized to renew options on approved contracts, as long as it is per the terms, conditions, and renewal period specified in the original contract and the total dollar amount for each contract or purchase order is within the Commission-approved budget. All purchases of goods and services, in excess of $50,000 shall be awarded by the Commission, except as otherwise provided within this section.

Regardless of cost, the City Manager or designee shall have the authority to approve all purchase orders, contracts, and Master Agreements for projects, goods and services that are non-construction related, and are detailed in the adopted budget. Capital construction projects shall be a formal solicitation and approved by Commission.

The City Manager or designee shall have the authority to approve and execute all change orders and amendments and to approve price escalation/de-escalation changes, according to the terms of the particular contract, providing that the change does not exceed 10% of the original approved contract value, individually or the in the aggregate. Amendments to contracts greater than 10% must be approved by City Commission.

It shall be prohibited for any City employee to order the purchase of any goods or services or make any contract change without the delegation of authority under this section other than through the Finance Department, unless utilizing an authorized procurement card. City employees will be held accountable for unauthorized purchases and appropriate disciplinary action will be taken pursuant to the City Policy and Procedures Manual. The Department committing the unauthorized purchase will document the incident with a memo to the City Manager explaining the details of the unauthorized purchase. These details must include a brief summary of what happened and the corrective action that the Director has taken to prevent unauthorized purchases in the future. The memo shall state any disciplinary action taken, if any, and request the City Manager approve the unauthorized purchase if under $50,000. Unauthorized purchases of $50,000 and greater shall be submitted to the Commission for approval. Any purchase or contract made contrary to this section hereof shall not be binding on the City unless approved by the Commission.

SECTION 2 - SOURCE SELECTION AND CONTRACT FORMATION

SECTION A - COMPETITIVE SEALED BIDDING, INVITATION TO BID (ITB)

SECTION 2.1 CONDITION FOR USE

Competitive sealed bidding is the preferred method for the procurement of supplies, services, or construction.

The Invitation to Bid shall include specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the Invitation and include the following:

(a) Instruction and information to bidders concerning the bid submission requirements, including the time and date set for receipt of bids, the address of the office to which bids are to be delivered, and any other special information;

(b) The purchase description, evaluation factors, delivery or performance schedule, and such inspection and acceptance requirements as are not included in the purchase description; and

(c) The contract terms and conditions, including warranty and bonding or other security requirements, as applicable to the procurement.

SECTION 2.2 LIFE CYCLE COST OR TOTAL COST BID

A Life Cycle Cost or Total Cost Bid may be used when it is desirable to award on the basis of the cost to the City to acquire and use the goods or services over a period of time. An example would be a copier. The Invitation to Bid would require bidders to supply the price of the copier, its electric usage, the cost of maintenance, and the cost of supplies for five years' usage, or for making a specific number of copies. The lowest cost is determined by adding together the costs of each of these components.

SECTION 2.3 PUBLIC NOTICE

The Invitation to Bid must be publicly advertised via the City of New Smyrna Beach's online bidding system or in accordance with State or Federal guidelines, if applicable, and at least twenty calendar days preceding the day set for the receipt of bids or proposals. Bids shall be solicited from an adequate number of known suppliers.

Pre-selected bid lists, posting in public places, and publication in trade journals and magazines are additional steps to attract competition, when used in conjunction with newspaper advertising. Proof of publication of the advertisement shall be placed in the Bid's file.

In lieu of mailing specifications, a Notice may be emailed to prospective bidders, informing them of the bid and how to obtain specifications.

If grant money is involved, the advertisement shall so state, and state that compliance with all applicable federal, state, and local laws, rules, and regulations is required. Such regulations shall be incorporated into the specifications.

SECTION 2.4 RECEIPT OF BIDS

Upon its receipt, each bid shall be time-stamped, but not opened, and shall be stored in a secure place until the time and date set for bid opening. Depending on the type of bid, the Finance Department may allow email bid responses.

SECTION 2.5 BID OPENING

All timely bids shall be opened publicly at the time, date, and place announced in the advertisement and Invitation to Bid. The responses shall be read aloud by the City Manager or his/her designee, and recorded.

Bids if allowed to be received via email shall be held unopened until the bid opening time. An online bid system is preferred.

Bids received after the time and date specified shall be late and not considered, unless the bid would have been received timely except for the action or inaction of City personnel and the bid has not yet been awarded.

If the bids are lengthy or contain many items, at the discretion of the Finance Department, only the names of the bidders may be read aloud. If such is the case, the Finance Department shall prepare a tabulation of the bids as soon after the bid opening as possible.

The Finance Department or designee shall tabulate all bids in timely received manner that will facilitate comparison of the relative advantages and disadvantages of each bid. The Bid Summary shall be signed by witnesses to the bid opening.

No responsibility shall attach to a City employee for the premature opening of a bid not properly addressed and identified in accordance with the bid documents. The employee so doing shall not read or divulge the contents of the envelope or package. He/she shall reseal the envelope, note on it that it was not properly identified as a bid, and it was resealed and not read, initial and date the note, and put it in the bid file to be opened with the other bids at the date and time advertised.

SECTION 2.6 VARIANCES, ALTERNATES, AND MULTIPLE BIDS

Unless specifically provided for in the specifications, variances, alternates, and multiple bids shall not be accepted. The bid shall be rejected, unless a bidder clearly indicates a base bid which shall be considered for award as though it were the only bid or proposal submitted by the bidder.

Multiple and alternate bids, and variances to specifications are acceptable, provided they are requested in the specifications, and the method of selection and award is clear in the specifications. A Performance Specification should be used in such instances when alternate or variances are acceptable.

SECTION 2.7 OPTIONS

When Options to a bid are requested, the lowest responsible, responsive base bid will be combined with such options, applied in such order as elected by the City that will produce a sum which is within the amount of funds available to finance the contract.

SECTION 2.8 BID EVALUATION

The bid or contract shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set for in the specifications. No bid shall be evaluated for any requirement or criterion that is not disclosed in the specifications.

SECTION 2.9 WITHDRAWAL OF BID

Bids may be withdrawn upon written request and presentation of proper identification by the bidder at any time prior to the time fixed for opening of bids, without prejudice to the right of the bidder to file a new bid. Withdrawn bids will be returned unopened. Negligence on the part of the bidder in preparing his bid confers no right for withdrawal of the bid after it has been opened. An email, telephone or telegraphic request to withdraw a bid proposal is not acceptable.

SECTION 2.10 AWARD

The bid shall be awarded with reasonable promptness by written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the specifications.

The department requesting the bids shall review the bids and make recommendation to the City Manager or designee, who shall add his/her recommendation for award or for placement on Commission agenda for Commission's award.

All Invitations to Bid, Requests for Proposals, Requests for Qualifications, Requests for Acquisition of Design-Build Services, for the amount of $50,000 or less shall be awarded by the City Manager or designee. All those over $50,000 shall be awarded by the City Commission.

A firm fixed-price contract (lump sum or unit price) shall be awarded to the responsive, responsible bidder whose bid conforms with all the material terms and conditions of the Invitation to Bid and is lowest in price or cost.

The City reserves the right to award any and/or all bids on an item-by-item basis or in the aggregate or award to multiple vendors, whichever is deemed in the best interest of the City.

The City reserves the right to award a portion of a quantity requirement to more than one contractor. Such incremental awards are done when one contractor cannot supply the total required quantity, or if it is in the best interest of the City to have two suppliers because of commodity shortages, rationing, or the like.
The Finance Department shall notify the successful bidder(s) in writing of the award. The letter of award or contract is not notice to the awarded bidder to perform. Until a Purchase Order is issued, the awarded contractor shall not perform. Until a Purchase Order is issued, the funds have not been encumbered. In addition to price, all bid awards may take the following into consideration:

- The character, integrity, reputation, judgment, experience, previous performance, and efficiency of the bidder.
- The ability, equipment, capacity, financial strength, personnel resources, and skill of the bidder to perform the contract.
- The quality, availability, and adaptability of the supplies or contractual services to the particular use required.

• The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

• The quality of performance of previous contracts and whether the bidder can perform the contract within the time specified, without delay or interference.

In the event all bids exceed available funds as certified by the City Manager or designee, and the low responsive and responsible bid does not exceed such funds by more than 5%, the Finance Department may be authorized, when time or economic considerations preclude re-solicitation of a bid of reduced scope, to negotiate an adjustment of the bid price with the low responsive and responsible bidder in order to bring the bid within the amount of available funds.

SECTION 2.11 TIE BIDS

If there are tie bids, meaning everything except the information relating to the bidder is the same, the following methods shall be used in the order below to break the tie:

- Drug free workplace policy in place.
- The bidder that has a Business Tax Receipt (BTR) within the City limits.
- The commodity was manufactured in the State of Florida
- Florida business as confirmed thru SunBiz.org
- If one has or had a contract with the City and performance is or was satisfactory. If performance of a tie bidder who has or had a contract with the City and performance is or was not satisfactory, the other tie-bidder is awarded.
- Timeliness of delivery.

SECTION 2.12 AWARD TO OTHER THAN THE LOW BIDDER

If award of bid is made to other than the low bidder, justification for doing so shall be completely documented in writing and included in the Bid File. Justification for awarding to the other than the low bidder may include: does not meet specifications (must specify how bid does not meet specifications), unsatisfactory performance on previous City contracts, unfavorable references, unable to meet project time or delivery requirements, etc.

SECTION 2.13 REJECTION OF BIDS

Any bid received after time of closing will be considered to be late and will be rejected and returned to the bidder unopened.

The City reserves the right to reject any or all bids or parts of bids, to waive any informalities in any bid, or to accept any bid which will best serve the interest of the City. The City also reserves the right to reject any unit prices, for additions to or deductions from the scheduled amount of work as given in the bid, if they are considered excessive or unreasonable, or to accept any or all of such unit prices that may be considered fair and reasonable. If any unit price is rejected for the reasons stated herein, the work governed by such unit prices, if required, shall be treated as a change in the work as specified in the General Conditions, or may be cause for rejection of the entire bid.

Bids may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or informalities of any kind. If a bid amount is changed after the amount is originally inserted, the change should be initialed by the person signing the Bid Proposal.

If more than one bid proposal is offered to the City by any person under the same or different names, all such bid proposals may be rejected.

SECTION 2.14 CANCELLATION OF AWARDS

The City may cancel an award or contract without cause at any time up to the time that work has begun on the contract, or delivery has been made.

An award or contract on which work has begun or delivery made may be canceled with cause, and the cancellation will be effective immediately upon delivery of written notice to the contractor.

An award or contract on which work has begun or delivery made may be canceled without cause, and the cancellation will be effective 30 days after delivery of written notice to the contractor.

SECTION B - PRE-BID CONFERENCES

SECTION 2.15 CONDITION FOR USE

A pre-bid conference may be held at the discretion of the Finance Department to explain any part of the specifications and procurement requirements, and to allow the prospective bidders to ask questions. The pre-bid conference may be mandatory or non-mandatory. If mandatory, bidders or their agents must attend in order to be allowed to bid, so it may not be in the City's best interest to make it mandatory. It shall be held long enough after the specifications are issued to allow the bidders to become familiar with them, but sufficiently before bid opening to allow consideration of the conference results in preparing the bid. Nothing said in the pre-bid conference shall change the specifications unless a written addendum is issued. A summary of the conference shall be supplied to all those prospective bidders known to have received the specifications, unless the conference was mandatory.

SECTION C - COMPETITIVE SEALED PROPOSALS (REQUEST FOR PROPOSALS) (RFP)

SECTION 2.16 CONDITION FOR USE

This form of source selection is preferred when the following conditions exist:

- A complete, adequate, and realistic specification or purchase description is not available.
- There are two or more responsible, qualified, potential sources.
- The procurement does not lend itself to a firm-fixed-price contract, and selection of the successful bidder cannot be made principally on the basis of price.

The RFP may contain an open invitation for new information on substitute products and services.

The specifications shall be written to require and allow for proposals to be submitted in a common format, for ease of evaluation.

Indicate in the specifications the last date for receipt of questions of a material nature.
If there is a pre-proposal conference, it should be scheduled around the half-way point between issue and opening dates.

SECTION 2.17 PUBLIC RECORD EXEMPTION

Financial statements submitted as requested in an Invitation to Bid, Request for Proposals, Request for Qualifications, or Request for Letters of Interest are exempt from the Public Records Act, as set forth in F.S. 119.071(1)(c). Data processing software and software that is a trade secret are exempt from the Public Records Act, as set forth in F.S. 119.071(1)(f).

SECTION 2.18 PUBLIC NOTICE

Solicitations of competitive bids or proposals will be in compliance with Florida Statutes and publicly advertised. The Finance Department shall solicit bids from responsible prospective suppliers obtained from our subscription notification service, publications and catalogues, suggestions from the user Department, previous suppliers, etc. The Finance Department shall attempt to secure at least three (3) bids.

Pre-selected bid lists, posting in public places, and publication in trade journals and magazines are additional steps to attract competition, when used in conjunction with Online Bidding Services.

Proof of publication of the advertisement, if required, shall be placed in the Bid's file.

If grant money is involved, the advertisement shall so state, and state that compliance with all applicable federal, state, and local laws, rules, and regulations is required.

SECTION 2.19 RECEIPT OF PROPOSALS

Proposals timely received shall be opened publicly at the time and date for such, and only the names of those submitting proposals announced. Proposals shall be viewed and reviewed only by City personnel having a legitimate interest in them.

SECTION 2.20 EVALUATION FACTORS

The Request for Proposals must identify all significant evaluation factors, including price or cost when applicable, and their relative importance. A weight may be assigned to each component of the proposal, but if used, it must be included in the specifications. Factors not specified in the Request for Proposals shall not be considered.

Initial review shall be for compliance with specifications or requirements.

SECTION 2.21 DISCUSSION WITH RESPONSIBLE OFFERORS

As provided in the Request for Proposals, discussions may be conducted with responsible offerors whose proposals have a reasonable chance of being selected for award. The purpose of the discussion and possible minor revision of proposals shall be for the purpose of clarification to assure full understanding of, and

conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Such minor revisions may be permitted after submission and prior to award, for the purpose of obtaining best and final offers.

In conducting discussions, there shall be no public disclosure of any information derived from proposals submitted by the offerors.

SECTION 2.22 AWARD

Award shall be made to the responsive, responsible offeror whose proposal will be most advantageous to the City, considering initial price, overall cost, and the evaluation factors specified.

In the recommendation for award of proposals, list the criteria used and why the recommended award is in the "best interest" of the City.

SECTION D-COMPETITIVE SEALED QUALIFICATIONS, REQUEST FOR QUALIFICATIONS (RFQ) RELATED TO CONSULTANT'S COMPETITION NEGOTIATION ACT (CCNA)

SECTION 2.23 CONDITION OF USE

All requirements for CCNA Professional Services, as defined in Chapter 287.055, Florida Statutes, as amended, shall be publicly advertised once in a newspaper of general paid circulation or as otherwise indicated in Florida Statutes. Allowable exceptions to public advertisement include:

1. Projects involving a public emergency, pursuant to Section L of the Purchasing Policy.

2. When the basic construction of the completed project is estimated to be less than $325,000 or defined as category five in Florida Statutes, Section 287.017, whichever is greater.

3. When the fee for professional services for a planning or study activity is estimated to be less than $35,000 or defined as category two in Florida Statutes, Section 287.017, or as may be amended, whichever is greater.

SECTION E - COMPETITIVE SEALED LETTERS OF INTEREST, REQUEST FOR LETTERS OF INTEREST (RLI)

SECTION 2.24 CONDITION OF USE

The Request for Letters of Interest (RLI) is used when there is no expert on staff to write technical specifications, evaluate technical bids or proposals, or keep up with changing technology, and when the City is willing to consider many different approaches. It allows the purchase of complex and often expensive goods or systems without large investments in specifications development. It helps to develop knowledge, allowing some latitude in changing the requirements to obtain the most suitable goods or systems. It begins when a department provides a succinct, clear explanation of the results they desire from a technology system (this is sometimes called a performance specification). That explanation, along with standard language that advises each interested party of the job's basic requirements and a detailed list of evaluation

factors by which each response will be judged, shall be advertised, and mailed to known providers. Each respondent shall provide evidence of their capability and past experience to meet the desired results. The respondents are then short-listed, and those on the short-list are invited to provide additional evidence through interview or demonstrations before a Selection/Negotiation Committee. The Committee then decides whether they recommend inviting bids from or beginning negotiations with the selected firms. Each firm deemed capable of meeting all requirements shall submit a detailed bid or proposal, including costs, for evaluation. The firm with the evaluated bid or proposal that is most advantageous to the City will then be offered a contract. If it is bid, this would be a form of multi- step bidding.

SECTION F – SOLE SOURCE AND STANDARIZATON PROCUREMENT

SECTION 2.25 EXEMPTION FROM BIDDING PROCEDURE

Sole source, single source, or Standardization procurement is exempt from bidding procedures. The using department must submit to the Finance Department in writing for his/her approval the attempts made, or the data collected to substantiate declaring a product or service "sole source." The City Commission must approve the award of the contract if the dollar amount exceeds $50,000.

SOLE SOURCE

The following criteria must be met in order to satisfy the sole source, single source or proprietary source requirement:

- It is the only item that will produce the desired results (or fulfill the specific need);or
- The item is available from only one source of supply; or
- The item is available from more than one vendor but due to extreme circumstances, only one vendor is suited to provide the goods or services.

Sole source, single source and proprietary source purchases are exempt from competitive requirements. However, all sole source requisitions exceeding $10,000 in value will be electronically advertised for a period of at least 5 business days. The steps to follow for sole source and proprietary source purchases are as follows:

a. The User Department and the Finance Department shall attempt to locate competition. Staff will also check for piggyback contracts. If no other sources are found, the User Department shall submit to the Finance Department a completed sole source/proprietary source form.

b. A sole source, single source or standardization, or proprietary source form shall be used to justify and document the requirement. The form shall state why only one source can produce the desired results (or fulfill the specific need).

c. The Finance Department will electronically post on the City website a description of all requisitions meeting the requirements for competitive pricing per Florida Statute for a period of at least five (5) business days after the receipt of a completed sole source form from the department.

d. The City Manager or designee shall review and approve or disapprove, in writing; sole source, single source or standardization, or proprietary source designation.

e. The User Department shall be notified of disapproved requests and the purchase shall be made in accordance with standard procedures.

f. When the City Manager or designee approves a sole or proprietary source, staff shall conduct negotiations on price, delivery, and terms. The price must be determined fair and reasonable.

g. The Finance Department shall keep a log of sole/proprietary source purchases, which includes the vendor name, the amount, item description, justification, and the purchase order number.

h. For those instance that services are needed involving multiple years (i.e. maintenance of equipment, warranty, etc.) the request must be combined to capture the project, as a whole, and the proper approval must be obtained.

STANDARDIZATION

Standardization is the process of examining characteristics and needs for items of similar end usage and developing a single specification that will satisfy the need for most or all purchases for that purpose. Proprietary purchases (usually components) maintain a degree of continuity to the original or existing decor, equipment, or programs.

Where standardization is determined to be desirable by the City or required by the County or State, the purchase of materials, supplies and equipment and certain contractual services may be made by negotiation. Compatibility to existing equipment will be an acceptable justification for waiver of bidding procedures provided the item meets the other criteria within the definition of sole source item (i.e.; available from only one source and only item that will produce the desired results).

SECTION G – OTHER GENERAL POLICIES REGARDING SOLICITATIONS

SECTION 2.26 MULTI-TERM BIDS

A multi-term bid is appropriate when it is in the best interest of the City to obtain uninterrupted services or supplies extending over more than one fiscal period. The objective is to promote economy and efficiency in procurement through volume, or to encourage competition when there are high start-up, or phase-in phase-out, costs. The procurement of like goods or services that exceeds $50,000 within a rolling twelve months would be required to have a competitive bid issued for future procurements.

SECTION 2.27 ADDITIONAL SPECIFICATION CLAUSES

Multi-term contracts shall include a clause that the contract will be canceled if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first (if this is expected to happen, the contractor should be notified as soon as possible).

If the City will accept an escalation clause, that prices will remain firm for a certain period of time, and then may escalate (or de-escalate) according to the Southeast Region Consumer Price Index, or according to the amount stipulated by the bidder in his/her bid.

SECTION 2.28 AWARD

Award shall be made as stated in the solicitation and permitted under the source selection method utilized. Care should be taken when evaluating multi-term bids to avoid award to a bidder with a low first period price, and a high escalated subsequent period's price. To avoid this, the City should either tie any escalation or de-escalation to an index (Southeast Region Consumer Price Index), or set an escalation cap.

SECTION 2.29 NOTIFICATION

All bidders shall be notified in writing as soon as possible after recommendation of award or rejection of bids or proposals.

SECTION 2.30 REJECTION OF BIDS

Any or all bids may be rejected when it is in the best interest of the City to do so. The item may, or may not, be re-bid in the best interest of the City.

SECTION 2.31 NON-COMPETITIVE NEGOTIATION

Non-competitive negotiation may be used when the award of a contract is not feasible under any other formal procedure. Circumstances under which a contract may be awarded by noncompetitive negotiation are limited to the following:

- Cooperative Governmental Contracts:
- Resale: Items for resale, such as those being marketed by an enterprise function, shall be exempt from bid requirements;
- Copyrighted Materials:
- Acquisition of Real Property, such as land, easements, rights-of-way, existing buildings, structures, or improvements, resulting from negotiations and approved by the City Commission;
- Court-ordered fines and judgments, resulting from litigation;
- Exceptional disbursement as authorized by the City Commission;
- Court-ordered fees, resulting from the judicial process, processed by the Clerk of the Court, and recorded against the budget for such fees;
- Cash transfers and investment transactions for fiscal management purposes, recorded against general ledger accounts;
- Accrued or current liabilities already charged against the budget, recorded against general ledger accounts;
- Debt service payments charged against budgetary accounts as authorized by the City Commission;
- Postage or other delivery services;
- Charges for service refunds;
- Pre-Employment testing;
- Employee deduction;
- State or County license, permit renewals or auto tags;
- Refunds of current or prior year revenues charged against budgetary accounts;
- Grant disbursements to federal, state, or local government Departments, or to private groups or Departments;

- Insurance including but not limited to liability, property, medical, and workers compensation insurance or payments from any loss fund established for such purpose;
- Dues and memberships in trade or professional organizations, subscriptions for periodicals, advertisements, copyrighted material, part-time, authorized hospitality expenses, and fees and costs of job-related travel, seminars, tuition registration and training as allowed by the City budget;
- Temporary work force;
- Legal services, expert witnesses, court reporter services, and all other related expenses;
- Consultant Services, other than those regulated by § 287.055, Fla. Stat.;
- Title insurance, title commitments, title searches, and ownership and encumbrance searches;
- Transactions by Inter-local Agreement; and
- Advertisements in a local newspaper or radio station.

SECTION 2.32 ONE RESPONSE

The Finance Department shall make every attempt to receive multiple bid responses. Should only one response to an Invitation to Bid, Request for Proposals, Request for Qualifications, or Request for Letters of Interest be received, the City Commission shall have the following options:

(a) Accept the offer as made, if the price is fair and reasonable;

(b) Negotiate an acceptable contract with the sole bidder; or

(c) Reject the offer as non-competitive and re-bid making changes to allow more competition. The changes may be, but are not limited to, the specifications, mailing list, and the advertising medium.

SECTION 2.33 ERROR IN BID OR PROPOSAL

In the event of a unilateral mistake or deficiency on the part of the low bidder, the following should be considered in determining whether the City should waive the bid deficiency:

Will allowing the bidder to correct the deficiency or mistake deprive the City of its assurance that the contract will be entered into and performed?

Will allowing the bidder to correct the deficiency or mistake give any bidder an unfair advantage or otherwise undermine "the necessary common standard of competition"?

The following action shall be taken:

(a) If the error or deficiency is not material to the bid or proposal, the bidder may be allowed to send us a letter correcting the error or misinformation.

(b) If the error and the correction are clearly evident, such as typographical, extension of unit prices, transposition, and arithmetical, the bidder may be allowed to send us a letter correcting the error.

(c) If the error or deficiency is material to the bid, it may not be corrected. The bidder may go forward with the contract as bid, or the bidder may be allowed to withdraw its bid after 90 days and the City, in its discretion, may accept the withdrawal with or without penalty. A typical penalty would be the difference between the low bid which contains the error and the bid that is accepted.

SECTION 2.34 NO BIDS

In the event no bids or proposals are received in response to a formal solicitation, the City has the following options:

(a) Re-bid or extend opening with either the same or revised specifications.

(b) If, in the opinion of the Finance Department, re-bidding would produce the same results as the original bid, the Finance Department and a representative of the requesting department may negotiate for the purchase of the desired commodity or service.

(c) Obtain informal written quotations, and purchase from the lowest quote meeting specifications.

SECTION 2.35 CONTRACT RENEWAL

An agreement entered into as a result of an Invitation to Bid, Request for Proposals or Request for Qualifications may be renewed per the terms and conditions as in the original solicitation.

SECTION H - PROCUREMENT RECORDS MANAGEMENT

SECTION 2.36 BID FILES

Each Invitation to Bid, Request for Proposal, Request for Qualifications, or Request for Letters of Interest shall be assigned its own individual number and date and time of opening. A folder shall be used for each bid with the label identifying the bid name, bid number, and user department. In each folder shall be placed all information related to the bid. At a minimum, the following information shall be included:

- Proof of the advertisement announcing the bid or online notification.
- The specifications.
- The original bids submitted. No marks, notes, or writing of any kind shall be made on the original bids. If such is necessary, make a copy and use it to write on. Keep the envelopes, which have been time-stamped when received by Purchasing, until Purchasing has received all the necessary documents from the awarded bidder, or, until Purchasing is reasonably sure no protest will be filed, whichever comes later.
- Copy of the contract or agreement with the awarded bidder.
- Proof of the required insurance from the awarded bidder.
- Copies of any required licenses or other documents.

SECTION 2.37 FLORIDA PUBLIC RECORDS LAW

SECTION 119, Florida Statutes, generally known as the "Florida Public Records Law," provides that all documents, papers, records, and similar material produced or received by any Department or political subdivision of the State are subject to public inspection and examination under reasonable conditions and at reasonable times, under supervision by the custodian of the public record or the custodian's designee. Accordingly, unless specifically exempted by law, all bids and materials received with bids will be considered a matter of public record. The items exempt will be in accordance with the "Florida Public Records Law." The City and its staff cannot regard any other document, information, or data as proprietary or confidential unless so advised by the City Attorney.

Purchasing Records shall be maintained, stored, and destroyed according to the rules of the State of Florida and the City of New Smyrna Beach.

SECTION I - ALTERNATE ACCEPTABLE MEANS OF PROCUREMENT

SECTION 2.38 STATE OF FLORIDA TERM CONTRACTS / SNAPS AGREEMENTS

State of Florida Contracts for a variety of services and commodities have been competitively bid and meet all the State and City of New Smyrna Beach requirements for bidding. They may be accessed through the Internet at the following address: myflorida.com or you may call the Finance Department for assistance. State of Florida SNAPS Agreements are also accessed through the Internet via the State of Florida Contract System. These agreements include a variety of goods and services that utilize recycled and/or innovative products at pre-negotiated prices. SNAPS Agreements may be utilized in lieu of competitive bidding as follows: any single purchase from a SNAPS Agreement shall not exceed $50,000 without City Commission Approval.

SECTION 2.39 OTHER GOVERNMENT ENTITIES' CONTRACTS

The City may utilize (piggy-back) any other government entity's open contracts that have been competitively bid and awarded to the low responsive, responsible bidder meeting specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, "GSA Contracts." When another entity's contract is to be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirements regarding competitive bidding and award.

SECTION 2.40 COOPERATIVE PURCHASING

The City may join with one or more other government entities and jointly bid common commodities or services. Cooperative Purchasing may take the following forms:

- One entity "piggybacking" on the contract of another.
- Government Entities joining together to bid. (Florida Sheriffs Association, US Communities, etc....)

SECTION 2.41 RESPECT AND PRIDE

Items purchased from these Departments are exempt from bidding. Purchasing has catalogues and price lists from these Departments.

RESPECT of Florida (Florida Association of Rehabilitation Facilities, Inc.)
Florida Statute Sections 413.032-413.037 directs state and local government Departments to purchase certain products and services from qualified, nonprofit, community-based organizations employing persons with disabilities.

PRIDE (Florida Prison Industries) - Florida Statute Section 946.006 authorizes the manufacture, processing, or production of "such items as are ... needed and used in state institutions and Departments and in other governmental jurisdictions of the state."

SECTION 2.42 OWNER DIRECT PURCHASES (ODP)

It may be to the City's advantage to directly purchase materials, components, or systems to be used in a construction project. This allows savings in sales tax (the City is tax-exempt, contractors are not), and the contractor's mark-up. If so doing, the construction contract shall contain language to make the contractor responsible for expediting, receiving, storing, protecting, installing the goods, arranging for training of staff by the supplier, and providing the suppliers' and manufacturers' warranties. Also, long-lead-time items may be ordered by the City, while the bidding/contract negotiation process is ongoing.

In the event the City elects to make direct purchases, the responsibilities of both, the City and the Contractor relative to direct purchase Items shall be governed by the terms and conditions contained herein, in the solicitation and in the contract. The required Certificate of Entitlement shall be issued.

SECTION J - SMALL PURCHASES

SECTION 2.43 PURCHASES BELOW BID LIMIT

Purchases which fall under the bid limit, and cannot be grouped for bidding, shall be made in conformity with one or more of the following procedures:
1. The City's Procurement Card with the approval of the department head, may be used by the departments for immediate need of supplies, materials, and contractual services not to exceed the maximum value of $5,000. The individual authority levels will be determined by Finance Policy and Procedures with the concurrence of the City Manager. Higher limits may be established as a payment tool by the City Manager.
2. Request for check.

SECTION K - LOCAL PREFERENCE

SECTION 2.44 VENDOR PREFERENCE

A local vendor would be interpreted as a bidder, which as of the date of the bid opening, has a valid Business Tax Receipt (BTR) issued by the City of New Smyrna Beach to do business in the City of New Smyrna Beach which authorizes the vendor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of New Smyrna Beach from which the vendor operates or performs business. A Post Office Box cannot be used to establish physical address. This vendor preference is only used as part of a tie breaker during a solicitation.

SECTION L - PROCUREMENTS

SECTION 2.45 EMERGENCY PURCHASE ORDER (EPO)

Emergency purchases are approved per the spending authority levels outlined in this Policy and subject to review by the City Manager or designee. The City Manager may approve emergency purchases and notify the Commission of the purchase at the next Commission meeting.

For emergency purchases the requesting department shall request an emergency purchase from the Finance Department after the City Manager or designee approves the request. Emergency Purchase Orders are only to be used when a threat exists to the public health, welfare, or safety, or if the operation of a City Department would be seriously hampered if immediate action is not taken.

EMERGENCY PURCHASES - NIGHTS, WEEKENDS, OR HOLIDAYS: If an emergency occurs when the Finance Department is closed, the Department Head shall act to secure the necessary materials or service. The evidence of purchase such as sales ticket, bill, delivery slip, counter receipt, etc., which the supplier normally furnishes, will be submitted concurrently with the requisition by the department to the Finance Department on the next work day following the date of purchase. Emergency Justification form must be forwarded to the Finance Department by the next business day.

GENERAL INFORMATION: When emergency purchases are made, the department will make the purchase at the best possible price. An emergency can also occur as a result of parts and labor needed for repairs to vehicles or equipment, which must be kept in operating order. Failure to anticipate normal needs, project deadline dates or a desire to expend excess or remaining budgeted funds prior to year-end do not constitute an emergency.

NOTE: Emergency purchases can be costly and should be kept to a minimum. They are usually made hurriedly, on a non-competitive basis, and at top prices. Most vendors charge a premium when supplies must be obtained immediately.

SECTION M - ENERGY EFFICIENCY

Departments shall take pro-active measures to promote energy efficiencies.

SECTION 2.46 ENERGY EFFICIENCY

The City supports efforts to protect the environment, conserve energy, and reduce waste in its operations. When planning new construction or retrofitting, design professionals or the City department doing the work shall investigate energy conserving systems, equipment, and materials, and weigh the initial additional cost against the pay-back period. If the pay-back period is reasonable, the City shall specify or buy the energy conserving systems, equipment, and materials.

SECTION 3 - VENDORS

SECTION 3.1 ACCEPTANCE OF GIFTS

All employees of the City of New Smyrna Beach shall keep themselves free of obligations by refusing to accept any gifts or entertainment, other than advertising materials such as pens, note pads, calendars, baseball caps, T-shirts, or other inexpensive office supplies advertising the vendor's name and/or product, offered by any of the City's suppliers or prospective suppliers.

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. -"No public officer, employee of an Department, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby." "... the term 'public officer' includes any person elected or appointed to hold office in any Department, including any person serving on an advisory body."

SECTION 3.2 INVOICE PAYMENT

The City of New Smyrna Beach's policy towards vendor invoices is to pay them promptly an in compliance with the State of Florida Prompt Payment Act F.S. 218.70. We expect good service and quality from our vendors, and we, in turn, should pay them in a timely manner. The using departments are directed to adhere to this policy to maintain vendor good will, to take advantage of discounts, and to avoid interest charges. Also, prompt payment allows Accounts Payable to take advantage of vendors' discounts.

The City Manager or designee shall have the right to choose the most advantageous method of payment for all invoices received by the City.

SECTION 3.3 DISQUALIFICATION OF BIDDERS

A bidder may be disqualified temporarily or permanently and his/her bid(s) rejected for:

- Poor performance or default, in the City's opinion, on previous contracts with the City.
- Poor performance or default, in the City's opinion, on previous contracts with other public entities.
- Insufficient financial or company size, in the City's opinion, to perform the requirements of the contract.
- Bidder deemed non-responsive, or not responsible by evaluation committee.

SECTION 3.4 DEBARMENT OR SUSPENSION

A contractor or vendor may be temporarily or permanently barred or suspended from doing business with the City for the following reasons:

- Failure to make delivery as contracted.
- Substitution of other, inferior or un-contracted for materials or services.
- Failure to make satisfactory adjustments.
- Misstating any information submitted to the City.

SECTION 3.5 REINSTATEMENT PROCESS

A contractor who has been permanently debarred may not be reinstated; it may not be a subcontractor to another firm having a contract with the City. If a principal or officer of the debarred or suspended contracting firm becomes a principal or officer of another firm, that other firm shall also be debarred or suspended. If a principal, officer, or employee of the debarred or suspended contractor becomes an employee of another firm, the City may require that employee have no part in any work for the City.

A contractor who has been temporarily barred or suspended from doing business with the City must appeal to the City Manager or designee, to be reinstated.

SECTION 3.6 APPEALS AND REMEDIES

Reconsideration of a decision of the City Manager or designee may be requested by the protester.

A contractor or vendor who has been notified of a proposed debarment action may request in writing that a hearing be held. Such request must be received by the official proposing the action within five days of receipt of notice of the proposed action.

In order to be reinstated, the contractor or vendor shall do any or all of the following, as required at the City's discretion:

(a) Make restitution to the City for any and all losses incurred due to default of the contractor.
(b) Petition the City for reinstatement, and outlining the measures that have been instituted to eliminate the causes of the default.
(c) Outline the procedures that have been put into place to allow the contractor to monitor its performance and/or materials.

(d) Agree to a retention by the City of partial or final payments (or if intrinsic to the contract, a larger retention than called for in the specifications) until the City has complete satisfaction with performance of the contract.

(e) Post a performance bond.

SECTION 4 - CONSTRUCTION BIDS

SECTION 4.1 METHODS OF CONTRACTING FOR CONSTRUCTION

The following are types of methods of contracting for construction, but other methods may be used as deemed appropriate.

(a) SINGLE PRIME CONTRACTOR. One contract with one licensed General Contractor who will use subcontractors to build according to plans and specifications prepared by an architect/engineer.

(b) MULTIPLE PRIME CONTRACTORS. A contract with each of a number of specialty contractors to complete a portion of the project in accordance with plans and specifications prepared by an architect/engineer. The City may take responsibility for management of the project, or one of the multiple contractors may have management of the project included in his/her contract.

(c) DESIGN-BUILD OR TURN-KEY. The City issues a Design Criteria Package, and contracts with a design-build contractor or team that will design and build the project to its completion.

(d) CONSTRUCTION DEPARTMENT. A licensed construction person, who evaluates the design, coordinates, administers, and oversees the project to insure completion in accordance with the plans and specifications of an architect/engineer, at or below the specified price, on or before the specified date for completion.

(e) SEQUENTIAL DESIGN AND CONSTRUCTION. The design of the entire project is substantially complete prior to bidding and beginning construction.

(f) PHASED DESIGN AND CONSTRUCTION OR FAST-TRACK CONSTRUCTION. Construction is begun when appropriate portions have been designed, but design of the entire project has not been completed. Bidding this type of design is difficult, if not impossible.

SECTION 4.2 BID PACKAGE SPECIFICATIONS

Following are subjects which shall be addressed in the Specifications:

(a) Bonding Requirements: (In accordance with 255.05 of Florida Statutes)

1. Bid Bond - Guarantees contractors pricing.
2. Performance Bond - 100% of the cost of construction.
3. Payment Bond -100% of the cost of construction. (At the discretion of the City Manager, the Performance and Payment Bonds may be separate bonds, or may be one bond.)

(b) Insurance: (As required per the individual solicitations)

1. General
2. All Builders Risk
3. Installation Floater
4. Explosion
5. Workers Compensation
6. Automobile
7. Professional Liability
8. Long Shoreman
9. City shall be included as an "Additional Insured"
10. City should be listed as certificate holder and additional insured as required.

(c) "Or Equal":

1. Approved products lists may be used.
2. If "or equal" materials are allowed, who will decide if substitute is equal?

(d) Alternates - Add or Deduct

Additive or deductive alternates are discouraged. If they are used, the criteria for award shall be outlined in the specifications.

(e) Liquidated Damages. Detail amount of any Liquidated Damages to be included in the bid package.

(f) Substantial Completion or Beneficial Occupancy shall be clearly defined. Please refer to the section in this manual entitled "Closing out a Project" for requirements.

(g) Progress Payments & Retainage shall be in accordance with Section 255.05(2) of Florida Statutes, as amended.

(h) Liens:

1. Partial Releases of Lien shall be required prior to or within five working days of City's progress payment to contractor.

2. No subsequent payment shall be made until approved Releases have been received for previous payments.

3. Final Releases of Lien shall be required prior to or within five working days of final payment to contractor minus retainage.

4. No retainage shall be paid until all Releases of Lien are received by the City.

5. Each invoice for a progress payment shall have indicated on it by the City's Building Department that the appropriate releases of lien have been received.

(i) Final Completion and Payment: Please refer the section in this manual entitled "Closing out a project" for requirements.

SECTION 4.3 CHANGE ORDERS

May be unilaterally issued by the City. Must be approved in writing by the Architect/Engineer (A/E), the Construction Manager, the Project Manager, the Department Head, the Finance Director, the City Manager. The change order cannot exceed 10% of the original award amount, not to exceed $50,000, individually or in the aggregate. The City Commission must approve all change orders exceeding $50,000.

Shall include method of pricing, e.g.: "The cost or credit to the City resulting from a Change Order shall be determined in one or both of the following ways:

(a) By mutual acceptance of a properly itemized lump-sum amount supported by sufficient substantiating data to permit evaluation.

(b) By unit prices stated in the contract documents or subsequently agreed upon.

SECTION 4.4 FIELD CHANGE ORDERS

(a) The Consultant, Construction Manager, and Project Manager may issue written Field Change Orders which interpret the contract documents, or which order minor changes in the work, without change in contract sum or contract time.

(b) List license and permit requirements.

(c) City shall have no responsibility for property or equipment of contractor. City shall have no responsibility for damage, theft, or vandalism to materials for job, even though the City has issued the Purchase Order and paid for the materials or equipment, until City accepts the project as substantially complete.

SECTION 4.5 TERMINATION BY THE CITY

(a) If the Contractor is adjudged to be bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed because of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if he fails to make prompt payment to subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the contract documents, then the City may elect any of the following actions to obtain completion of the work. Should either actions two or three be elected, the Surety shall execute an appropriate document indemnifying the City against third party claims.

(b) Permit the Contractor, with the assistance and consent of the Surety, to continue and complete the work in accordance with the terms and conditions of the contract documents.

(c) After giving the Contractor and his surety seven days written notice, terminate the contract and request the Surety to complete the work and satisfy all legitimate claims against the Contractor as required by the Performance and Payments Bonds. As the Surety completes the work satisfactorily, the balance of the contract sum will be paid in accordance with the terms and conditions of the contract documents.

(d) If the Surety fails to act expeditiously and competently to complete the work according to the terms of the contract documents, the City may then, without prejudice to any right or remedy and after giving the Contractor and his Surety seven days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and may finish the work by whatever method the City may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. Such action may be taken by the City only after consulting with the Construction Manager and the Project Manager and after the consultant certifies that sufficient cause exists to justify such action.

(e) If the unpaid balance of the contract sum exceeds the costs of finishing the work, including compensation for the Consultant's, Construction Manager's, and Project Manager's additional services, such excess shall be paid by the Contractor. If such costs exceed such unpaid balance to include liquidated damages, the Contractor and/or his Surety shall pay the difference to the City. The costs incurred by the City as herein provided shall be certified by the Consultant and Construction Manager.

(f) For the purpose of determining debarment criteria, or for evaluating performance for future City work, the exercise by the City of any action authorized by sub-paragraph 1, 2, or 3, above shall be equivalent to a default.

SECTION 5 - CLOSING OUT A PROJECT

SECTION 5.1 AT SUBSTANTIAL COMPLETION

Substantial completion of a project is the point at which the work has progressed to where it is sufficiently complete so that the project, or part thereof, can be utilized for the purposes for which it is intended. The Designer, the Construction Manager, the Project Manager, the Building Officials, and the user department must all agree that the project has reached this stage.

(a) A punch list of work yet to be done, or work to be corrected or repaired, along with the time within which the work shall be completed, shall be developed at this time.

(b) If the contract documents call for it, and at the discretion of the City, the Contractor's retention may be reduced to 5% at this time. If the contract documents call for it, and at the discretion of the City, liquidated damages may be reduced to 75%.

SECTION 5.2 AT FINAL COMPLETION

Prior to final payment, all of the following shall have been completed:

- Completion of the items on the punch list.
- Final approved inspection by the Building Official.
- Issuance of a Certificate of Occupancy.
- Receipt of as-built plans.
- Receipt of final releases of lien from the Contractor, suppliers and subcontractors. In the event the final releases of lien from all the subcontractors and suppliers cannot be furnished, the Contractor shall submit a "Consent of Surety to Final Payment," recognizing lack of such releases of claim.
- Proof of current insurance.
- Training of staff on use and maintenance of equipment and materials, as specified.
- Receipt of manuals on equipment and materials.
- Receipt of warranties on equipment and materials.
- Receipt of a list of subcontractors, major material and system suppliers, their project representative, trade, address, and telephone number.

All of the above (when practical) shall be bound in a ring binder.

SECTION 6 - BONDS AND BID SECURITY

SECTION 255 of the Florida Statutes states that any person entering into a contract for the construction or renovation of a public building or a public work shall be required to deliver to the owner (City) a payment and performance bond. The City has discretion to exempt projects for $200,000 or less from the requirement

of a payment and performance bond. In the City of New Smyrna Beach, the City Manager or designee must approve any exemption. An exemption is discouraged.

SECTION 6.1 SURETY COMPANY

The Surety shall be listed in the latest Federal Register of the US Department of the Treasury, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies." The contract amount shall not exceed the underwriting limitations as shown in this circular publication. The underwriting limitations shall exceed the contract amount. Do not accept a letter stating that the Surety has reinsurance for amounts over what the Federal Register says they can write.

(a) If a Surety is on the Treasury Listing of the Federal Register, giving the bonding limits, there is no need to be concerned over Best or Moody & Poor's ratings. The company must be licensed to transact surety business in the State of Florida.

(b) A high A.M. Best rating is acceptable, but not as good as being listed in the Federal Register. The larger the contract amount, the higher the rating should be.
(c) Bond premiums are based on the amount of the contract, not the value of the bond.

SECTION 6.2 CONSENT OF SURETY

Obtain the consent of the Surety to make final payment to the contractor. You may require the Contractor to submit such approval with the request for final payment.

(a) Contractor must submit Final Releases of Lien with, or within five days of, the request for final payment.

(b) Contractor shall provide the City with the name, address, and telephone number of the Florida resident agent.

SECTION 6.3 BID GUARANTEE OR BID DEPOSIT

A bid guarantee or bid deposit may be a certified check, a bid bond, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. There is no charge to the contractor for this bond.

SECTION 6.4 PERFORMANCE BOND

The awarded bidder or contractor shall provide a Performance Bond for 100% of the contract price or a specified dollar amount, to secure fulfillment of all the contractor's obligations under the contract.
If a change order materially alters the terms of a contract and substantially expands the scope of work to include work that was specifically excluded under the original contract and the City will not approve any such change order unless the Surety consents.

SECTION 6.5 PAYMENT BOND

The awarded bidder or contractor shall provide a Payment Bond for 100% of the contract price to insure payment of all persons supplying labor and material in the execution of work provided for in the contract.

SECTION 6.6 WARRANTY BONDS

The Warranty or Guaranty Bond shall guaranty all labor and materials against defects for a period of one year from the date of substantial completion, or completion of the contract. Warranty bonds can be bought for additional 2 or 3 years. The responsible party to pay for the cost of the additional Warranty Bonds must be specified in the original bid.

SECTION 6.7 FLORIDA STATUTES REGULATING BONDS

(a) Florida State Statute 255.05 - Little Miller Act regulates State's bonding requirements.
(b) Florida State Statute 713.13 - Lien law (private work) states that City property cannot be liened.

SECTION 6.8 LIQUIDATED DAMAGES

Should the Contractor fail to complete the work and provided the contractor has not previously obtained an extension of time from the City, a sum appropriate with the following schedule shall be deducted as liquidated damages for each calendar day of delay from the final contract price. This schedule is a guide and may be adjusted if needed. Language allowing for liquidated damages must be included in the project bid documents.

Contract Price	*Liquidated Damages*
Up to $1,000,000	$250.00 per day
Greater than $1,000,000	$500.00 per day

The above liquidated damages are the minimums to be charged.

Liquidated damages may be reduced to 75% upon substantial completion of the project, at the discretion of the City.

Declaring the contractor in default shall not mitigate the City's right to assess liquidated damages.

SECTION 7 - INSURANCE

SECTION 7.1 EVENT OF CANCELLATION NOTICE

Each policy shall be endorsed to reflect that the City will be given not less than thirty days' written notice in the event of cancellation. Upon expiration or cancellation of any insurance, the contractor shall provide the City with proof of renewal or replacement insurance, with no change in coverage and no lapse of coverage. The City has the right to purchase replacement insurance and charge the contractor, including deducting the cost from future payments to the contractor.

SECTION 7.2 INSURANCE CERTIFICATE

(a) Insurance companies sell direct or through agents.

(b) The Insurance Certificate must have a signature and can be faxed or emailed or mailed.

(c) The City shall be the Certificate Holder.

(d) The Certificate shall reference the bid number and the project name.

SECTION 7.3 PROOF OF INSURABILITY

A binder is good only for thirty days. Insist on proof of an issued policy within thirty days.

The Finance Department or Risk Manager may require the contractor to produce an original insurance policy to verify coverage. All insurance companies providing the insurance under this contract must be authorized to conduct business under the laws of the State of Florida.

SECTION 7.4 ADDITIONAL INSURED

The City shall be listed as an Additional Insured for Comprehensive General Liability Insurance. The City shall not be listed as an Additional Insured under Workers Compensation, Professional Liability, or Automobile Liability Insurance. If we are, we may be responsible for the insurance premiums.

SECTION 8 - WAIVERS OF BID

The City Manager may waive purchasing policy up to $50,000, and Commission may waive the formal bidding procedure over $50,000 for the following reasons. Every attempt should be made to obtain three written quotations.

- The health, safety, or welfare of the citizens or employees is at stake.
- To get a vehicle or equipment vital to the operations of the City back into service.
- If equipment needs to be taken apart to give an estimate or price.
- For the purchase or rental of real estate when location is important.
- Emergencies and natural disasters.
- When specifications must not be made public due to covert or confidential operations of the Police Department.
- When advertising must be done in a specific publication such as a trade journal, local publication, etc.
- To obtain materials, equipment, or services which cannot be purchased under normal bid procedures, as confirmed by the Finance Department.
- When an essential government service would be interrupted.
- When additional loss to public or private property might occur.
- When, after notice in accordance with ordinance, no bids or proposals are received.
- Otherwise as determined to be in the best interest of the City.

SECTION 9 - BID PROTESTS

The resolution of Bid Protests shall be governed by the following policies:

SECTION 9.1 NOTICE OF PROTEST

This section shall apply to protests by bidders and proposers when the City Manager recommends a purchase of goods, supplies, equipment, or services that would cost fifty thousand dollars ($50,000) or more.

The City shall provide notice of its intent to award or reject to all bidders by posting such notice on the City's website within two (2) working days after the posted review committee meeting.

The bidder must file a notice of protest in writing to the City Manager or designee within three (3) working days after the posting of the notice of the City's intent to award, and shall file a formal written protest within five (5) working days after filing the notice of protest 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 notice of protest must be either, hand-delivered and date and time stamped by the Finance Department, or sent via Certified U.S. mail, return-receipt requested. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award of bid.

- The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents and evidence.
- A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.
- Only a bidder whose bid is timely received and fully complies with all terms and conditions of the bid may protest an award.
- Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; however, the award proceedings shall not be stopped if the City Manager decides the award must continue without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.
- Any and all costs incurred by a protesting party in connection with a bid protest pursuant to this section shall be the sole responsibility of the protesting party.

SECTION 9.2 PROTEST REVIEW

A protest shall be reviewed and evaluated administratively and a decision in writing shall be forwarded to the protesting firm. If the protesting firm does not agree with the administrative decision, they may appeal the decision in writing to the City Manager within five (5) working days. The notice of appeal must be either hand-delivered and date and time stamped by the City Manager's Office, or sent via Certified U.S. mail, return-receipt requested to the City Manager and received by the City within the five (5) working day window. The decision of the City Manager will be final and submitted with his/her recommendation to the City Commission if the award exceeds $50,000.

SECTION 10 - REQUISITIONING DEPARTMENT'S RESPONSIBILITIES

SECTION 10.1 RECEIVING

The City shall require all products are shipped FOB Destination. Each department shall be required to inspect all deliveries of supplies or services for visible damage to packaging prior to sign bills of lading, to determine their conformance with the quality and quantity of the specifications set forth in the Purchase Order or contract. Should supplies or services not be as specified, the department shall make every effort to have the vendor correct the problem. If the department is unable to do so, they shall turn the matter over in writing, describing the problem and their efforts to have it corrected, to the Finance Department for assistance. If the non-conforming materials or services are not bid items, and are acceptable to the department, they may have the vendor issue the City a credit for the difference between the materials or services specified and those delivered. If they are bid items, the vendor must conform. Photographs should be taken to substantiate damage. If sufficient damage observed, recommend not accepting delivery.

If any damage is found, the requisitioning department shall notify the vendor immediately and request an inspection. The department shall document the notice with the name of the person to whom damage was reported, the date reported, and the action promised. If inspection or action is not taken when promised, the department shall follow up in writing with documentation of the action promised and send a copy to the Finance Department.

SECTION 10.2 PROCESSING VENDORS' INVOICES

Florida Statute 218.70, et seq, known as the "Florida Prompt Payment Act" sets forth "the policy of this state that payment for all purchases by local governmental entities is made in a timely manner.". This is also the policy of the City of New Smyrna Beach. The City expects prompt and accurate service from our vendors, and it shall pay their invoices promptly and accurately.

The person who is assigned accounts payable responsibility shall match the vendor's proper invoice with the City Purchase Order, and the receiving slip signed by the City employee who received the goods or services. If all three do not match, that person shall investigate and resolve the disparity. If all three match, the person with the authority to approve invoices for payment shall stamp and sign the invoice "...this invoice is approved for payment."

If invoice is for a partial payment, or against a Blanket Purchase Order, the invoice number, date, and amount paid shall be maintained electronically.

The approved invoice shall then be sent to the Finance Department. The invoice will be paid the next time checks are printed.

SECTION 11 - MISCELLANEOUS POLICIES

SECTION 11.1 DRUG-FREE WORK-PLACE POLICY

Florida Statute 287.087 -"Whenever two or more bids which are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or

contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process."

SECTION 11.2 PUBLIC ENTITY CRIME POLICIES

Florida Statute 287.133 - "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, suppliers, 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, for Category Two for a period of 36 months from the date of being place on the convicted vendor list."

SECTION 11.3 PERSONAL USE OF GOVERNMENT CONTRACTS OR PRICING

If a vendor offers bid prices to all government officials and employees, the City's officials and employees may avail themselves of such. However, the product must be ordered and paid for by the official or employee directly to the vendor.

SECTION 12 - CAPITAL ASSET

Capital asset control entails tracking, compiling and maintaining an inventory of capital assets to control losses due to negligence or theft, to provide a basis for insurance claims and identify surpluses. Capital asset records are set up to comply with Florida Statutes SECTION 274.

SECTION 12.1 CAPITAL ASSET TRACKING

Capital assets are tangible items (e.g. land, buildings, building improvements, vehicles, machinery, equipment and infrastructure) or intangible items (e.g. easements, water rights) with original cost or value of $5,000 or more (Higher thresholds depending on type of assets), with an estimated useful life of one (1) to five (5) years following the date of acquisition. Capitalization thresholds are to be applied to individual items rather than groups of similar items (e.g. desks and tables), unless the effect of doing so would be to eliminate a significant portion of total capital assets. Additional Finance Department Capital Asset Policies are available for additional thresholds and requirements.

SECTION 12.2 DISPOSITION OF SURPLUS PROPERTY

Disposition of surplus property shall be in accordance with SECTION 166 of Florida Statutes. Each Department/Department must report its surplus or obsolete property, equipment, or supplies to the Finance Department. Property shall be held until it is approved as surplus by the Finance Department. The Department shall provide a "Property Disposition Form" which shall include - all property/equipment declared surplus or obsolete and the requested method of disposition as mandated by SECTION 274 of the Florida Statutes.

The Finance Department has the discretion to classify any City property/equipment as surplus that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function

and is not otherwise lawfully disposed of per the City Charter or Ordinance. Qualifying property/equipment may be disposed of for value without bids to any governmental unit or if the property is without commercial value it may be donated, destroyed, or abandoned. (F.S. 274.06). Property valued to be under $5,000 may be disposed of in the most efficient and cost-effective means as determined by the Finance Department. Any sale of property the value of which is estimated to be $5,000 or more shall be sold only to the highest responsible bidder or by public auction. (F.S. 274.06).

All Property/equipment valued at $ 25,000 and above shall be approved by the City Commission and sold at public auction.

SECTION 12.3 PROPERTY TRANSFERS

Each department must report property/equipment transfers by contacting The Finance Department through email notifying them that they wish to transfer property/equipment from one Department to another. Once this email arrives, the Finance Department shall prepare a "Property Disposition Form." All transfer property forms must be forwarded to the Finance Department prior to the transaction. The Finance Department will process the transfer request, route for appropriate approvals and distribute executed copies to the required personnel and the Finance Department for appropriate adjustment to the City's fixed asset records. Notification and delivery of the transferred property to the designated area is the responsibility of each Department.

SECTION 12.4 SALE OF SCRAP MATERIALS

Items that have lost all value in their original form or have been declared obsolete and cannot be sold will be classified as scrap and all items shall be placed in the metal scrap dumpster at the City Complex.

SECTION 13 - ETHICS IN PUBLIC CONTRACTING AND PURCHASING

SECTION 13.1 EMPLOYEE CONFLICT OF INTEREST

It shall be unethical for any employee to participate directly or indirectly in a procurement when the employee knows that:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement; or
- Any other person, business, or organization with whom the employee or any member of an employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.
- An employee or any member of an employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

SECTION 13.2 GRATUITIES AND KICKBACKS

Gratuities - It shall be unlawful for any person to offer, give, or agree to be given any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from

another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks - It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of any vendor, contractor or subcontractor under a contract to the primary contractor or higher tier subcontractor any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause - The prohibition against gratuities and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation therefore.

SECTION 13.3 CONTEMPORANEOUS EMPLOYMENT PROHIBITED

It shall be unlawful for any employee who is participating directly or indirectly in the procurement process to become or to be, while such an employee, the employee of any person contracting with the Governmental body.

SECTION 13.4 USE OF CONFIDENTIAL INFORMATION

It shall be unethical for any officer, employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

SECTION 14 - PROCUREMENT CARDS

The Finance Department maintains a Procurement Card Program for the purpose of expediting small purchases in the most cost effective and efficient method. This program will provide improved tracking of actual spending, and in addition, offer payments to vendors in a timelier manner, thereby increasing the City's opportunity of obtaining discounted pricing.

The policies and procedures provided herein are minimum standards for departments. Departments may establish additional controls beyond those stipulated herein.

SECTION 14.1 THE PROCESS

The Procurement Card system simplifies the procurement/disbursement process by allowing the cardholder to place orders directly with the vendor. The purchasing card may be used only by the employee whose name is embossed on the card. No other person is authorized to use the card.

When a purchase is placed with the supplier and the supplier requests authorization, the Procurement Card System validates the transaction against preset limits established by the Department Head and the Finance Department. All transactions are approved or declined (electronically) based on the established procurement card authorization criteria. The authorization criteria may be adjusted periodically as needed such as; approved merchant category codes; transaction limits; and monthly credit limits. The monthly

credit limits and single purchase limits will be established by the Department Director within Finance Department guidelines prior to the Purchasing Card being ordered for the employee.

SECTION 14.2 ELIGIBILITY

Department Directors will recommend permanent employees within their respective departments whose positions would benefit in cost savings and efficiency to receive a Procurement Card. Temporary employees, part-time employees and employees on probation are not to be issued a card without City Manager approval.

SECTION 14.3 PROCUREMENT CARD USES

Procurement Cards may be used for small dollar purchases, not in conflict with purchasing procedures, which do not exceed a total expenditure of but are not limited to, the following: single purchase limits of up to $5,000 per transaction within Finance Department guidelines as approved by the City Manager. The Fleet Division may have single purchase limits of up to $15,000 with approval from Finance. In most instances, this method of procurement is an alternate to traditional monthly purchase orders. In all instances, this card is to be used solely for Official City Business.

Procurement Cards may be used for travel expenses in accordance with the City Travel Policy. Eligible charges consist of registration fees, airfare or other common carrier charges, rental cars, hotel expenses, and parking fees required by the hotel.

Procurement Cards may not be used for items not budgeted, nor items for personal use. Failure to properly use the Procurement Card within the guidelines set by Purchasing will result in the cancellation of Procurement Card privileges for the employee and possible disciplinary action, up to and including termination.

SECTION 14.4 LIMITATIONS ON USE OF THE PROCUREMENT CARD

Dollar Limitations:

The Department Head approving the assignment of a procurement card will set transaction limits and monthly limits for each cardholder.

One purchase may be made of multiple items, but the invoice cannot exceed the threshold set by the Department Head. Payment for purchases shall not be split to stay within the single purchase limit.

Limitations on use of the City Procurement Card:

- Fuel charges for city vehicles unless authorized by the Finance Department
- Cash advances
- Personal items
- Alcohol or prescription drugs
- Any transaction that would include sales taxes
- Purchases using non-registered one-time vendors

- Capital Equipment (Over $2,500 and a life of greater than 1 year)
- Splitting charges to avoid obtaining three quotes

SECTION 14.5 TRAINING

Cardholder(s) will receive training from the Finance Department annually on the overall policies of the Procurement Card Program, as presented in this document and at the time the procurement card is issued.

SECTION 14.6 REVIEW OF DEPARTMENTAL PURCHASES

A. Because of their knowledge of the job responsibilities and requirements, Department Director and designated Card Representatives are required to review each procurement card expenditure (item purchased, amount, expenditure description and vendor) to ensure the goods or services were necessary, for official use, and conditions were complied with for the card purchase.

B. When purchases are questioned, the Department Head or their designated Card Representative will be responsible for resolving the issue with the cardholder. If the Department Director cannot be satisfied that the purchase was necessary and for official use, the cardholder must provide either a credit voucher proving the item(s) were returned for credit or a personal check for the full amount of the purchase. Checks must be sent to the Finance Department with an explanation and account number.

C. Serious or repeated misuse of the purchasing card will result in the revocation of the card. Employees incorrectly using their purchasing card will be disciplined by the Department Director on a case-by-case basis, up to and including termination.

D. Department Directors will be required to review and adjust procurement card limits every fiscal year for their Departments.

SECTION 14.7 MAKING PURCHASES WITH THE PROCUREMENT CARD

A. A receipt shall be obtained for every purchase

This receipt or charge slip will be retained either by the cardholder or by a designated person in the cardholder's office until attached to the monthly statement.

B. Telephone orders

When placing a telephone order, the cardholder must confirm that the vendor will charge the purchasing card when shipment is made so that receipt of the supplies may be certified on the monthly Statement of Account.

C. Missing documentation:

If for some reason the cardholder does not have documentation of the transaction to send with the statement, he/she must attach a description of the purchase and an adequate explanation for the purchase. This explanation must state that the purchase is ordinary and necessary, reasonable

in amount and for a valid business purpose. Missing receipt for meals must include the explanation above, purpose and people attending meal. Continued incidents of missing documentation may result in the cancellation of the employee's procurement card.

D. Payment and invoice procedures:

Transactions must be reviewed, substantiated, approved in the Online PCard System and transaction documentation submitted to Finance for payment within five days of receipt.

1. REVIEW: The cardholder shall review the transaction for correctness. Ensure all charges are legitimate and no sales tax was charged.
2. SUBSTANTIATE: Each transaction shall be documented with a receipt. Provide account numbers for each transaction in the City's system. Print documentation from the City's system and attach to transaction receipts and submit to Finance.
3. APPROVE: The approving Director or designee (usually the cardholder's immediate supervisor) or designee shall review each transaction and check all documentation. Any errors, sales tax issues or questionable purchases must be resolved before submitting to Finance. The Approving Official's review of transaction certifies all transactions as legitimate expenditures of City funds.
4. MISSING DOCUMENTATION: The cardholder is responsible for providing required documentation. If a receipt is lost, attempt to obtain a duplicate. If a duplicate cannot be obtained, prepare a statement that includes all the information normally found on the receipt and a brief explanation for the lost documentation. Continual abuse may result in loss of the card and disciplinary action.
5. DISPUTED CHARGES: If the cardholder questions a charge, they shall contact the vendor directly and attempt to reach resolution. If the cardholder reaches an agreement with the vendor, there is no dispute. If the vendor refuses to acknowledge the error or will not issue a credit, the cardholder must fill out the issuing bank's "Purchase Card Disputed Charge Form" and send it to the Finance Department. The bank will then adjudicate the disputed charge

SECTION **14.8 DISPUTES**

All purchases disputes must be handled before turning in purchasing card receipts to the Accounts Payable Section of the Finance Department.

- If items purchased with the procurement card are defective, the cardholder must return the item(s) to the vendor for replacement or credit. If the service paid for with a purchasing card is faulty, the vendor must be notified and asked to correct the situation or provide credit. If the vendor refuses to replace or correct the faulty item or service, the purchase will be considered in dispute.
- A disputed item must be explained with a note on the cardholder's Statement of Account before the statement is forwarded to Finance for payment.
- It is essential that the time frames and documentation requirements established by the purchasing card issuer be followed to protect the cardholder's rights in dispute. Dispute policies and procedures issued by the purchasing card issuer will be provided at the time purchasing cards are issued to cardholders.

- If a purchase includes sales tax, the cardholder must dispute this charge prior to turning in documentation to Finance.

SECTION 14.9 LOST OR STOLEN CARDS

Any lost or stolen cards are to be reported immediately to the PCard provider, 24 hours a day, seven days a week and to the Department Head (or designee). The report filed shall include the complete information surrounding the loss, the date and location of the loss, the date and time provider was notified, a list of any purchases made on the day the card was lost or stolen, and any other information pertinent to the incident.

Lost or stolen cards are the responsibility of the cardholder only. The Finance Department does not handle this type of request.

SECTION 14.10 SALES TAX EXEMPTON

The city is tax exempt and should not pay Florida State Sales Tax. The cardholder is responsible for ensuring that the State Sales Tax is not charged at the time of purchase. The City's Tax-Exempt Number, 85-8012621648C-1, is provided on the front of each Pcard. A copy of the Consumer's Certificate of Exemption is available through the Finance Department.

If tax is charged, the cardholder is responsible to work with the merchant for reimbursement, or repayment by the cardholder can be made to Accounts Payable in the Finance Department by referencing the Pcard statement #, transaction ID # and the organization and account number used for the original charge. Under the discretion of the Finance Director, Pcard accounts may be suspended or canceled for unresolved transactions related to tax.

SECTION 15 PROCEDURES FOR FEDERALLY FUNDED PROJECTS

- All federally funded projects will be advertised a minimum of three weeks.

- When establishing a contract time for all federally funded projects, the guidelines established in Exhibit "A" shall be followed. Contract time extensions shall be subject to the concurrence of the FDOT Department Administrator and will be considered in determining the amount of Federal participation. Contract time extensions submitted for approval to the FDOT Department Administrator shall be fully justified and adequately documented.

- Two engineering estimates (at 60% and 100% submittals) will be completed for each project. Unit price cost for each item will be utilized (when possible) and will utilize local contractor pricing. The 100% submittal will be certified by the responsible Professional Engineer.

- The City of New Smyrna Beach will comply with 23 CFR 635.413 as shown in Exhibit "B" on all federally funded projects. The warranty will begin the day after substantial completion is awarded.

- Federal guidelines will be followed for the fair, open and competitive selection of qualified consultants (Professional Services) in accordance the Brooks Act, Section 40 USC 1101-1104 as shown in Exhibit "C."

- LAP Simplified Acquisition and Small Purchase Process shall be in accordance with the LAP manual which outlines the current limits which indicate this process may be used if the construction project is less than $325,000 and the total contract amount for the professional service(s) is less than $150,000.

- For federal-aid contracts, a small locality presence criterion of no more than 10 percent may be used. This criterion cannot be based on political boundaries and should be used on a project-by-project basis for projects where a need has been established. If a firm currently outside the locality criteria indicates as part of its proposal that it will satisfy the criteria in some manner, such as establishing a local project office, it should be considered to have met the locality criteria. The LAP Manual can be viewed by logging on to:

    - http://www.dot.state.fl.us/projectmanagementoffice/LAP/LAP_TOC.shtm

- There is no DBE/MBE preference for federally funded projects. While the use of DBE/MBE consultants is encouraged, there should be not be any DBE/MBE preference selection criteria in the selection process.

The City has issued a policy statement which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated.

SECTION 16 PROCEDURES FOR ISSUING DEBT

Long-term debt, debt issued with a term greater than five years, may only be used for the costs of acquisition, construction or modification of capital facilities and for the refinancing or refunding of such debt. This limitation prohibits any debt being issued to finance operational costs of City departments.

The legal, economic, financial and market conditions associated with the issuance of debt are dynamic, unpredictable and usually in a constant mode of change. Consequently, the decision to issue debt is best made on a case-by-case basis and only after careful and timely analysis and evaluation of all relevant factors. Some of the factors that should be considered include, but are not limited to, the following:

- Current interest rates and other market considerations;
- The financial condition of the City;
- The types, availability and stability of revenues to be pledged for repayment of the debt;
- Type of debt to be issued; and
- The nature of the projects to be financed (i.e., approved schedule of improvements, non- recurring improvements, etc.).

Capital improvements related to enterprise fund operations (e.g., water systems, wastewater systems, electrical and sanitation, etc.) shall be financed solely by debt to be repaid from user fees and charges generated from the respective enterprise fund operations, when practicable.

Capital improvements not related to enterprise fund operations (e.g., roads, parks, public buildings, etc.) may be financed by debt to be repaid from available revenue sources (including ad valorem taxes) pledged for same, when practical.

All capital improvements financed through the issuance of debt shall be financed for a period not to exceed the useful life of the improvements, but in no event to exceed 30 years.

The City shall not construct or acquire a public facility if it is unable to adequately provide for the subsequent annual operation and maintenance costs of the facility.

The City shall at all times manage its debt and sustain its financial position in order to seek and maintain the highest credit rating possible.

In order to maintain a stable debt service burden, the City will attempt to issue debt that carries a fixed interest rate. However, it is recognized that certain circumstances may warrant the issuance of variable rate debt. In those instances, the City should attempt to stabilize debt service payments through the use of an appropriate stabilization arrangement.

When refinancing current debt, the City will seek a savings (net of all issuance costs and any cash contributions to the refunding) as a percentage of the refunding debt of at least 3-5%. The City Manager or designee must obtain a minimum of three email quotes. Lease Finance Agreements utilized for competitively bid items up to and including $1,000,000 shall require a minimum of three (3) quotations. Quotes are to be obtained by the City Manager or designee and shall be maintained in the department file and be approved by the City Commission.

Debt to be issued greater than $1,000,000 shall follow the process for Request for Proposal (RFP) and be approved by the City Commission.

SECTION 17 WARRANTY REQUIREMENTS

For purposes of this warranty requirement, the term "goods" means any equipment, machines, tools, vehicles, hardware, supplies, component parts or other tangible personal property procured by the city. This warranty requirement is made applicable through the specifications of the purchase. The term "City" means the City of New Smyrna Beach, acting through its employees, departments, boards, Commission.

The successful bidder (also referred to herein as "vendor"), by submitting the bid, furnishes the following warranty as provided below:

a. Vendor warrants that the goods delivered are newly manufactured, free from defects in materials and workmanship and conform in every respect to City's specifications. Vendor also warrants that if, during the warranty period, all or any portion of the goods: (a) fail for any reason, (b) are discovered to be non-conforming, or (c) are defective in materials or workmanship, vendor will replace such failed, non-conforming or defective goods at no cost to city within the same time limit as the delivery period. This warranty shall run from date of official acceptance of the goods by city, which date is either the installation date or in-service date as shown on city records or the date of formal acceptance of the goods in writing by an

authorized city official, whichever occurs first, and end five (5) years after the date of the official acceptance or per a funding agencies requirement. This warranty shall be unconditional, except that it shall not apply to obvious abuse, misuse or damage caused by city.

b. As between vendor and city, the express warranty should this warranty fail of its essential purpose, City will continue to have recourse under applicable Florida law. This warranty is intended for the exclusive benefit of the City and does not create any warranties (express or implied) or causes of action in favor of any third parties.

c. If a manufacturer of the goods or of component parts of the goods provides a special or independent warranty which is longer than the period provided for this warranty, or which provides terms more favorable to the City than those contained in this warranty as to any other provision, the provisions of this warranty shall not be construed to diminish or conflict with the special or independent warranty given by such manufacturer.

The successful bidder, by submitting the bid, agrees to give the following indemnity with respect to the goods:

Vendor shall defend, indemnify, and save harmless the City, its officers, agents and employees, from all suits, actions or claims of any character, type or description brought or made on account of any personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, arising out of or occasioned by any breach of any warranty, express or implied, as to the goods or the fault of subcontractors, in the performance of the contract, purchase order or price agreement; provided, however, that this indemnity shall not apply to any personal injury including (including death), property damage or other harm caused solely by the negligent use, misuse or abuse of the goods by city, or caused solely by any negligent act or omission of the City unrelated to the use of the goods. In the event of joint or concurring responsibility of vendor and the City, responsibility and indemnity, if any shall be apportioned comparatively in accordance with the laws of the state of Florida, without, however, waiving any governmental immunity available to the City under Florida law. This provision shall not be construed for the benefit of any third party, nor does it create or grant any right or cause of action in favor of any third party against the City or vendor, this provision being solely intended to provide for indemnification of the City from liability for damage to third persons or property as set forth in this paragraph.

SECTION 18 PURCHASING POLICY ADOPTION

The Purchasing Policy shall be adopted by City resolution. The City Manager or designee and Department Directors shall review the Policy annually and submit recommendations to the City Manager for review and approval. If a change in the Policy is recommended for approval by the City Manager, the Finance Director will prepare the necessary report to Commission.

Approved by the City Commission of the City of New Smyrna Beach at a meeting held on the ___ day of October, 2023. Resolution 62-23.

EXHIBIT "A"

FLORIDA DEPARTMENT OF TRANSPORTATION

GUIDELINE FOR ESTABLISHING CONSTRUCTION

CONTRACT DURATION

SEPARATE ATTACHMENT

EXHIBIT "B"

23 CFR 635.413

GUARANTY AND WARRANTY CLAUSES

TITLE 23 – HIGHWAYS

SEPARATE ATTACHMENT

EXHIBIT "C"

BROOKS ACT, SECTION 40USC 1101-1104

SEPARATE ATTACHMENT

FLORIDA DEPARTMENT OF TRANSPORTATION



GUIDANCE FOR ESTABLISHING

CONSTRUCTION CONTRACT DURATION

DECEMBER 2021

Purpose

To provide general guidance and outline key influencing factors to be considered for determining construction contract duration for Florida Department of Transportation (FDOT) construction projects.

Authority

Section 20.23(3)(a), 334.044(2), 334.048(3), and 337.18, Florida Statutes

Background

The FDOT outsources all its construction projects in the Work Program using contractors. This approach places FDOT in an oversight capacity, managing the construction operation through contract administration. A vital aspect of a successful contract administration program is the accountability provided by established and agreed-upon contract durations.

By advertising construction contract durations in advance, bidding contractors are made aware of the time element for a project and must prepare their bids accordingly. Since the risk associated with bidding on transportation projects is based on numerous factors outside the control of the FDOT (for example, site conditions, availability of materials, constrained work hours, limited equipment staging areas/work zones, etc.), the proper and fair establishment of appropriate contract duration is critical.

Contract duration is the maximum time allowed in a construction contract for completion of all work contained in the contract documents. Contract duration is established upon receipt of the contractors bid blank regardless of the original estimate of time by the Department. Contract duration is a frequently debated topic during active construction projects, most often arising when there is too much, or too little time given in the contract. Since multiple parties are involved in the execution of construction contracts, the possibility for disagreement can arise when one party or another feels constrained by the amount of time allotted.

If excessive contract duration is allowed, then the traveling public may become inconvenienced for a longer time than necessary and the contractor may not appear to be aggressively pursuing the work. There are many reasons for a project to appear dormant, such as weather limitations, holidays, material curing times, material availability, material arriving late, etc. However, in many cases, either allocation of excessive time by the scheduler or poor contractor scheduling of construction operations could be considered root causes of excessive time.

Conversely, if insufficient contract duration is allowed then contractors may need to bid a higher price to accommodate the risk in accelerated construction practices. For instance, a contractor may need to increase the number of active crews working simultaneously on a project, resulting in higher labor costs that are then passed to the FDOT through higher bid prices. Too little contract duration may also negatively impact the traveling public by not allowing a more sequential construction workflow and forcing contractors to substantially increase the work zone with simultaneous operations. This may also result in contractor claims for added cost and time.

The percentage of construction projects completed on time each fiscal year is a System Performance Measure for FDOT; the target being 80% or more of all projects completed within 20% of the original scheduled estimate. Since this measure is inclusive of all projects, regardless of size, a small project consisting of 100 contract days has the same performance impact as a much larger project consisting of 1600 contract days. In fact, smaller projects can have an outsized effect on FDOT's performance report, since small contract duration increases on shorter duration projects have a greater likelihood of negatively impacting the target System Performance Measure.

Considering these and other influencing factors, proper selection of contract duration on a project-by-project basis allows for optimization of construction engineering costs and resources which will result in accurate accountability reporting statewide.

In addressing the need for completing critical construction projects where it is important to minimize traffic inconvenience and delay, FDOT may apply alternative contracting methods such as Bonuses, Cost+Time bidding, and Incentive/Disincentive specifications for early completion. The contract duration estimation should consider how these alternative contracting strategies will impact the duration.

Primary Factors Impacting Contract Duration

Numerous factors continuously present greater complexity for FDOT construction projects. This complexity must be considered as contract duration is allocated per project. Some of the considerations for increased complexity are listed below.

- FDOT is committed to delivering projects with the least amount of disruption to travelers' accustomed routes. Accordingly, contractors must maintain traffic on as many existing facilities as safely possible, often working adjacent to operating lanes.

- To minimize impacts to urban businesses, residents, and travelers, FDOT has enacted the ***Urban Reconstruction Policy*** (Topic No.: 000-700-003) with the intent of using a "train" construction technique to limit the size of construction work zones.

- Traffic volumes on most state roads continue to increase, thereby creating a greater impact on the traveling public in both safety considerations and cost.

- External factors (utility agency/owners, environmental permitting constraints, increased public presence) place restrictions on construction workflows.

- Location of the project in proximity to external stakeholders, for example (but not limited to) Transit, Aviation, Freight/Logistics Facilities, School Zones, and Emergency Response facilities, could require additional coordination. This coordination should be accommodated for within the contract duration.

Considering these sources of complexity, the following are primary factors that have a direct impact on production rates and should be considered during contract duration estimating:

I. Construction Type

New Construction: Projects that are typically considered New Construction consist of adding capacity or replacement of existing features. For example, the scheduler should consider whether the facility to be worked on will require a full closure/detour or excavation, and how that may impact construction access. Conversely, consideration should also be given to potential time savings if the contractor is not working adjacent to live traffic.

Since these types of projects are frequently the most complex that FDOT produces, there can be numerous construction operations. It is incumbent on the scheduler to determine which elements are compatible and can be overlapped vs. which must occur sequentially. For example, excavation must occur before storm sewer installation, however, a project's length may be long enough to allow for multiple work zones with phasing that allows for excavation and placement of storm sewer simultaneously. This has the benefit of creating accelerated production duration for both excavation and pipe placement.

Reconstruction: Reconstruction projects will fully replace existing roadway features generally "in kind". These types of projects will not use new alignments. However, since the existing roadway may be fully obliterated, there may be a strong likelihood of detours, lane shifts, or diversions. The need to minimize disruption to the traffic flow may be more challenging than for New Construction.

Widening: Widening projects add new lanes adjacent to existing lanes. Widening projects are subject to the disruption of working adjacent to live traffic but present the benefit of not needing to actively maintain an alternate route/detour.

Resurfacing, Restoration, and Rehabilitation (RRR) / Minor Projects: Resurfacing projects may have faster production rates than Reconstruction projects under certain conditions, however, consideration must be given to elements in the scope that could result in slower production. For instance, a RRR project may have drainage improvements or signal replacements in the scope of work with contract duration that may mirror that of a New Construction project.

Minor projects (sidewalk additions, drainage improvements, turn lane additions, etc.) often have much simpler construction workflows. However, these projects may expose FDOT to a greater likelihood of time overruns if not accounted for in the contract duration computation. Additionally, smaller projects may suffer from a reduced economy of scale from lower quantities. As a result, it may be advantageous to assume slower production rates to dispel the increased risk.

II. Utility Presence

A. Underground facilities: The presence of underground utilities creates a potential for conflict with any below-grade construction work. The scheduler must account for:

- The type of work being done (excavation, drainage placement, drilled shaft foundations, etc.).
- The Utility Agency/Owner (UAO) itself and any governing criteria for coordination (such as gas mains or buried power lines with protection zones, sanitary force main vs. gravity line, fiber optics, etc.). There may be regulatory or legally binding minimum separation limits between a specific roadway operation and the UAO's facility that would impact construction efficiency.
- Any specific requirements outlined in the Utility Work Schedules (UWS) for each project.
- The type of material underground utilities is cased in and their age, or condition. (HDPE, PVC, galvanized steel, copper, etc.)

B. Overhead Surface facilities: Overhead facilities (including power transmission or distribution lines) require individual handling as well, due to regulatory constraints under OSHA or NESC. These regulations will limit the type of equipment to be used and the proximity to be maintained between the construction operation and any live lines. A UAO may agree to de-energize their lines for a specified timeframe, but that may require accelerated construction practices that will be reflected in rapid production rates and increased costs.

C. Utility Work by Highway Contractor Agreement (UWHCA): If the project contains a UWHCA, it is incumbent on the scheduler to accommodate that phase of construction and ensure that the roadway project construction phasing is compatible with that of the UAO.

III. Temporary Traffic Control Complexity

A. Urban Reconstruction Policy: FDOT's need to minimize disruptions for urban locations during construction and remaining sensitive to the needs of UAO's and adjacent businesses, and residential property occupants requires slower production rates to accommodate a reduced work zone along with more Temporary Traffic Control (TTC) phases. Contract duration will need to be extended to reflect this minimization of disruption and the likelihood of numerous smaller work zones.

B. Lane Closure Restrictions: The scheduler must confirm whether any lane closure restrictions are applicable and adjust production rates accordingly. This involves both a review of Lane Closure Analyses during design, and any local agency or community-specific restrictions which will reduce the available work hours (for example, school zone

pickup and drop-off times, large employment centers with peak hour arrival/departure, retail establishments receiving truck deliveries, etc.)

C. Number of Phases: Many factors influence whether there may be numerous construction phases. Consideration should be taken by the scheduler for the effect multiple phases can have, including the potential for reduced production rates due to phasing and potential schedule lag due to mobilization between phases.

IV. Import of Material/Offsite Hauling

The need to import materials (such as borrow fill) will add time as compared to projects with locally available material. The scheduler will likely add time on a project with net imported fill as opposed to a project which seeks to balance cut and fill. Additionally, the removal of unsuitable or stockpiled material will require added time.

V. Seasonal Factors

Schedulers must gauge whether a project may be impacted by seasonal factors including, but not limited to:

- Summer rainy season/hurricane season.
- Tourist destinations during peak travel times.
- Potential cold weather impacts during winter that may not allow asphalt or pavement marking placement until surface temperature is acceptable.
- Protected species nesting seasons or other environmental season-based factors.
- Special events and holidays will vary by location and must be accounted for.

VI. Geotechnical Considerations

In addition to potentially unsuitable materials, geotechnical factors that may cause an impact include, but are not limited to:

- A high-water table may require more time-intensive subsurface processes such as the installation of wellpoints to temporarily lower the water table during excavation (dewatering). This typically effects production rates of any subsurface work activities.
- Hard pan layers or the presence of cap rock may require more labor-intensive excavation and pile driving processes.
- A location with a high level of clay will likely reduce production rates due to soil characteristics as opposed to a location with higher sand presence.

VII. Functional Classification

The impact of the roadway context plays a significant role in contract duration.

- Urban Construction is anticipated to require longer durations. The potential of night work could be beneficial to avoid disruption of daytime businesses but may require additional time. Conversely, night work may be overly disruptive in residential areas, and might not be allowed.

- Limited Access Construction are potentially faster overall, given the reduced number of access points. However, Limited Access facilities could possibly have more complex geometrical considerations. There might be additional restrictions for lane closures and allowable work hours due to high-speed vehicle travel and freight considerations.

- Rural Construction may allow for faster production due to less impact on residents and businesses. Utility involvement is likely to be less impactful as well. However, rural conditions could also present additional time constraints for environmentally sensitive areas.

VIII. Environmental Factors

Environmental permit conditions provided by regulatory agencies are contractual obligations and must be honored by the scheduler. This may apply to areas such as wetlands that require more diligent sediment and erosion control measures and are subject to periodic inspection and acceptance by regulators. This effort may limit production rates.

Protected Species and associated habitats often have specific requirements. The scheduler must consider if an identified nest requires observation/protection during a nesting season and whether the project must have a delayed start or if multiple segmented work zones may be needed to avoid full work stoppage. Special attention should also be given for projects containing environmental commitments made during the planning and design phases. Commitments related to protected species or critical habitat areas often involve the use of construction special provisions that may limit the timing and/or frequency certain work activities can occur. This should be considered in the overall duration estimate of the effected work activities.

Other Factors Impacting Contract Duration

The proper allocation of contract duration is further influenced by factors that are inherent in most construction contracting.

- Establishing Controlling Items of Work (which set the Critical Path).

- Acquisition of Materials, particularly long lead items that require shop drawings or must be fabricated specifically for the project.

- Curing Times or Waiting Periods as defined in the Specifications.

- Coordination with adjacent or nearby projects.
- Innovative Practices/Techniques, particularly if FDOT approval is required.
- Time associated with evaluating Cost Savings Initiatives.
- Review Times, Approvals, or Oversight.

The application of written procedures for determining contract duration is important so production rates and other considerations are applied uniformly throughout the State. This document should be used in conjunction with the procedures in the ***Construction Project Administration Manual (CPAM), Section 1.2*** that addresses how to classify projects based upon appropriate factors such as high traffic volumes, projects with incentive/disincentive clauses, etc.

For most projects, the essential elements in determining contract duration include: (1) establishing production rates for each controlling item; (2) adopting production rates to a particular project; (3) understanding influencing factors described in this document; and (4) computation of contract duration with a progress schedule.

I. Establishing Baseline Production Rates

A production rate is the quantity produced or constructed over a specified time. Estimating realistic production rates is important when determining appropriate contract completion time. Production rates may vary considerably depending on project size, geographic location, and rural or urban setting, even for the same item of work. Production rate ranges should be established in the State's written procedures based on project type (grading, structures, etc.), size, and location for controlling items of work.

In establishing production rates to be used for determining contract duration, an accurate database should be established by using normal historical rates of efficient contractors. One method of establishing production rates is to divide the total quantity of an item on previously completed projects by the number of days/hours the contractor used to complete the item. Production rates based upon eight-hour crew days or per piece of equipment are recommended. Production rates developed by reviewing total quantities and total time are not recommended as they may result in misleading rates which tend to be low since they may include startup, cleanup, interruptions, etc. Production rates should consider all of the work outlined in the Specifications for each item.

The most accurate data will be obtained from site visits or review of project records (i.e., field diaries, daily logs, site manager, and other construction documents) where the contractor's progress is clearly documented based on work effort, including work crew make up, during a particular time frame. A data file based on three to five years of historical data (time, weather, production rates, etc.) should be maintained.

The production rates used should be based on the desired level of resource commitment (labor, equipment, etc.) deemed practical given the physical limitations of the project. Representatives of the construction industry are also usually willing to assist in developing rates and time schedules. Rates should be updated regularly to assure they accurately represent the statistical average rate of production in the area.

Some jurisdictions apply production rate data taken from some of the published rate guides. This data may be useful as guidance; however, the relationship of these production rates to actual highway construction projects may be difficult to correlate.

Production rates should reflect per hour per day on a 5-working day basis. A conversion factor of 1.4 should be applied to the number of days for each activity to reflect a 7-day work week. Non-workdays, such as holidays or special events, should not be programmed into the scheduling software. Non-workdays will be granted per Specifications Section 8, unless the contract is modified to address differently.

II. Establishing Project-Specific Production Rates

Before time durations for individual work items can be computed, certain project specific information should be determined, and some management and engineering decisions made. The relative urgency for the completion of a proposed project should be determined. The traffic volumes affected as well as the effect of detours should be analyzed. The size and location of the project should be reviewed, in addition to the effects of staging, working double shifts, nighttime operations, and restrictions on closing lanes. The availability of material for controlling items of work should be investigated. For example, it might be appropriate to consider the need for multiple crews on a specific item to expedite the completion when there are exceptionally large quantities or when there is a large impact on traffic.

Procedures to accelerate project completion should be considered when construction will affect traffic substantially or when project completion is crucial. This is especially important in urban areas with high traffic volumes. When accelerating contract duration for time sensitive projects, production rates should be based on an efficient contractor working more than eight hours per day, more than five days per week and possibly with additional workers. The development and application of a separate set of production rates for critical or time-sensitive projects is recommended.

III. Computation of Contract Duration - Develop a Progress Schedule

The contract duration for most construction projects can be determined by developing a progress schedule. A progress schedule shows the production durations associated with the chosen production rates for the items of work. The time to complete each controlling item of work included in the progress schedule is computed based on the production rates applicable to that project. Items should be arranged by chronological sequence of construction operations. Minor items that may be performed concurrently should be shown as parallel activities.

When developing a project schedule, the start and end dates for each controlling item needs to be based on the earliest date for which work on that item will begin and how long it will take to complete. The earliest start date for each activity will be determined by the completion of preceding activities and should allow for the fact that some activities can begin before the preceding activity is entirely completed. Additional time should also be allowed in the contract for initial contractor mobilization.

Contract Duration Determination Techniques

Contract duration determination techniques generally employ bar charts or Critical Path Method (CPM) strategies. These techniques are briefly described below.

I. Bar Charts

Bar charts or Gantt charts are graphical representations of projects with specific completion dates and activities. Bars or lines are drawn proportional to the planned duration of each activity.

A brief description of the procedure used to develop a bar chart to determine contract duration is below.

- The first step in developing a bar chart is to break a project down into separate activities or operations necessary for project completion.
- Once all the activities necessary to complete a project have been listed, the duration and completion date of each activity needs to be determined based on production rates.
- With this data established, the bar chart can be prepared. A line or bar is drawn on the chart showing the time when work will be performed for each activity. The resulting diagram will represent a project, showing when each activity will be undertaken and completed.
- With bar charts, the progress of a project may be monitored for each activity by drawing a bar or line below the original scheduled performance to show the actual duration for each activity as it is completed.

Advantages of using Bar Charts include:

- Bar charts are simple to develop and easy to understand, and they offer a good method of determining contract duration.
- Bar charts are scalable. In fact, bar charts are used frequently to provide a visual representation of a CPM methodology (as discussed further below), although this is not a requirement.

Disadvantages of using Bar Charts include:

- They do not show the interrelationship and inter-dependency among the various phases of work. Bar charts are difficult to properly evaluate when construction changes occur. Also, controlling items are shown in the same manner as minor items, thus making it more difficult to determine which items control the overall time progress of the project. The use of bar charts is not recommended for contract administration and project management of large or complex construction projects. In this case, a network diagram is more advisable.

II. Critical Path Method (CPM)

CPM scheduling techniques focus on the relationship of the critical activities, specifically, those which must be completed prior to starting other activities. Working from the project's beginning and defining individual project tasks along with the number of days to perform each task, a logical diagrammatic representation of the project is developed.

A CPM schedule depicts which tasks of a project will change the completion date if they are not completed on time. The evaluation of critical tasks allows for the determination of the time to complete projects. Because of the size and complexity of most projects, this method is most often applied using a computer software program. Within the CPM software, the ability to use a Program Evaluation Review Technique (PERT – commonly displayed as a network diagram) provides a breakdown of each activity to boxes. This enables the user to view the connection of relationships to each activity. CPM software can also display the contract duration in a bar chart view as well.

The critical path is the longest sequence of tasks that must be completed to successfully conclude a project, from start to finish. In other words, while many activities may occur on a project, the critical path is the specific sequences of activities that will have the highest likelihood to directly impact the overall contract duration. The critical path should not include schedule float on its sequence of activities.

A brief description of the procedure and general considerations used to develop CPM scheduling for contract estimate is below.

- The first step in applying the CPM method is to break a project down into separate tasks or operations necessary for project completion. Each of these separate operations or processes is called an activity. The completion of an activity is called an event.

- Once all the activities necessary to complete a project have been listed, the relationship of these activities to one another needs to be determined. In some instances, several activities can be undertaken concurrently, and at other times, certain activities cannot be undertaken until others have been completed. Generally, when determining the sequence of operations, some questions need to be asked such as: "What needs to be done before proceeding with this activity" or "what can be done concurrently?" Every activity has a definite event to mark its relationship with others with respect to completing a task.

- In working with this procedure, a diagrammatic representation of the project is developed showing the correct sequence and relationship of activities and events. Each activity is shown as an arrow leading to a node, which indicates the completion of an event or the passage of time. The start of all activities leaving a node depends on the completion of all activities entering a node. Therefore, the event represented by any node is not achieved until all activities leading to the node have been completed. The resulting diagram will be a schematic representation of a project, showing all the relevant activities and events in correct sequence.

- An actual time can be set to each activity based on production rates and application of other appropriate influencing factors. The time to complete each activity is then shown on each arrow to indicate the duration. The "early start" for each activity is the earliest point in time that an activity can start, provided that all preceding activities have finished. This is not necessarily the point in time in which it will start; however, it is the *earliest* time that it can start. The "early finish" for an activity is merely the duration of the activity after its early start. As is the case with the "early start," this is not necessarily the point in time that the work represented by the activity will be over but is the earliest point in time that it can occur. A "finish" date in CPM is the first day after the physical completion of the activity. The completion time of a project is the sum of the longest time path leading to completion of the project.

- The optimum time and cost for performing the project can be evaluated by assigning resources (such as equipment, labor hours, and materials) to each activity. The diagrammatic representation of the project then provides a means to evaluate the costs incurred with respect to the completion of specified activities.

Advantages of using CPM include:

- It is an accurate technique for determining contract duration and verifying that the project can be constructed as designed with identified construction sequences.

- It is a useful tool for project managers in monitoring a project, especially when dealing with relationships of work items with respect to time.

- Activities responsible for delays can be identified and corrective measures to keep a project on schedule can be determined.

Disadvantages of using CPM include:

- The CPM requires experienced and knowledgeable staff to be used effectively.

- It requires regular updates to assure that the contractor's operation is accurately represented.

Other Project Considerations

Construction duration on certain projects such as lighting or signalization may be governed by the long lead-time necessary to obtain materials. To minimize traffic disruption, the contract may specify a start date several months after the notice-to-proceed, but the contractor should be limited to a relatively short on-site time. This may be accomplished by including in the contract a "conditional notice-to-proceed" clause which would allow a specified amount of time to purchase and assemble materials followed by issuance of a full work order which would be issued upon expiration of the assembly period or sooner, upon the contractor's request.

Delayed or flexible notice-to-proceed dates may be appropriate for certain projects where the ultimate completion date is less critical than other factors. The contracting agency may wish to provide a notice-to-proceed window to increase the probability of a competitive bid where only a limited number of contractors are available to perform the work. Such projects may include:

- Projects that consist of specialized work (seal coats, highway planting, pavement grooving or bridge painting) where many of these projects are being advertised within a short timeframe.
- Projects with a very limited number of working days.
- Building projects.

This allows the contractor to schedule this contract with consideration of other work schedule within the same general timeline. Net benefits include lower project inspection cost and a minimal disruption to traffic. An option that may be applicable to some projects is dividing a project into phases with each phase having its own completion date. This may be applicable when coordinating with other projects or activities in the area to meet tight deadlines.

Basis of Production Rates

FDOT publishes a compilation of statewide production rates for schedulers guidance and use. Although this list is extensive, it may not include every production rate relevant to a particular project. Other sources may need to be perused to achieve the required rates for a particular scope of work within that contract.

The production rates are divided into 3 categories: low, average, and high. The numerous considerations and influencing factors outlined in this guidance document should be used to assess which range of rates should be used for a specific project. The individual scheduler's knowledge and experience on similar projects, local site conditions, and known construction constraints should also be used to the greatest extent possible. Under special or unique project circumstances, the range of production rates can be exceeded.

General examples of influencing factors used to determine the use of low, average, and high production rates are briefly discussed below. Typically, these considerations will only affect those rates associated with the specific work activity that could be impacted by the specific factor(s).

I. Low Production Rates

- Urban project location.
- Large numbers of intersections and driveways.
- High traffic volumes, complex temporary traffic control.
- Constrained working space/work zones.
- High utility presence, large number of known utility conflicts.
- Known natural environment constraints such as high groundwater or challenging topography.
- Other known environmental constraints such as time-effecting PD&E commitments, need for routine on-site inspections/consultations, etc.

II. Average Production Rates

- Suburban/rural project location.
- Fewer intersections and driveways.
- Low to moderate traffic volumes, less complex temporary traffic control.
- Less constrained working space/work zones.
- Low to moderate utility presence, few known utility conflicts.
- Low to moderate natural environment constraints.

III. High Production Rates

- Rural or limited access facility.
- Very few intersections and driveways.
- Low traffic volumes, basic temporary traffic control.
- Few to no constraints on working space/work zones.
- Low utility presence, few to no known utility conflicts.
- Few to no natural environment constraints.

Additional Reference Material

The website linked below provides the following scheduling information available for download and use:

- CPAM Chapters 1.2 & 2.1
- FDOT Utility Relocate Schedule Manual
- Guidance for Establishing Construction Contract Duration
- Production Rates – Statewide
- Production Rates Estimator Tool
- Techniques for Manually Estimating Road User Costs

https://www.fdot.gov/construction/schedulingeng/schedulingmain.shtm

Scope of Work Definitions

I. Right of Way Preparation:

Clearing and grubbing (Acres): The removal of topsoil, trees, minor physical objects, and other vegetation from the construction site using mechanical equipment.

Excavation (C.Y.): The removal and transporting of in situ soils on the construction site using mechanical equipment.

Embankment (C.Y.): The placing and compaction of soil on the construction site using mechanical equipment.

Seeding (S.Y.): The seeding of grasses, application of fertilizer and mulch, and cutting into soil.

II. Drainage Structures/Storm Sewers:

Storm Sewers (L.F.): The excavation, installation, and backfilling of drainage or sewer pipes including structures. The restoration of the stabilized roadbed and base material is included when the stabilized roadbed and base material is disturbed only for the placement of the storm sewer.

Box Culverts (C.Y.): The excavation, forming, reinforcing, pouring, finishing, stripping, and backfilling of cast in place concrete box culverts on the construction site. If using pre-cast units, then the units should be changed to L.F. and appropriate production rates substituted.

Inlets & manholes (Each): The installation of pre-manufactured inlets manholes for drainage or sewer systems. Time is included in Storm Sewers (L.F.).

III. Bridge Structures:

(Note: The production rates on several items appear low since they must include time for the total scope of activities necessary to complete an item.)

Cofferdams (S.Y.): The installation, dewatering and minor excavation associated with building a cofferdam system for a bridge construction site.

Sheet Piling (S.F.): The installation of sheeting for retaining walls and deep excavations. Do not add to cofferdams.

Piling (L.F.): The installation of piling for bridge foundations.

Footings (C.Y.): The layout, forming, reinforcing, placing, curing, and removing forms for reinforced concrete bridge footings.

Columns, Caps & Bents (C.Y.): The layout, forming, reinforcing, placing, curing, and removing forms for reinforced concrete bridge columns, caps, and bents.

Wingwalls (S.Y.): The layout, forming, reinforcing, placing, curing, and removing forms for reinforced concrete wingwalls for bridges.

Bridge deck (total depth) (C.Y.): The layout, forming, reinforcing, placing, curing, and removing forms for reinforced concrete bridge decks. The production rates have been set to include time for all components of the deck, including precast plank under slab, thus the full depth of the deck is used to calculate quantity.

Bridge curbs/walks (L.F.): The layout, forming, reinforcing, placing, curing, and removing forms for reinforced concrete bridge curbs and walkways.

Bridge handrails (L.F.): The layout, forming, reinforcing, placing, curing, and removing forms for cast in place reinforced concrete bridge handrails.

Retaining walls (S.F.): The layout, excavation, forming, reinforcing, placing, curing, and removing forms for cast in place reinforced concrete retaining walls. The time for precast proprietary wall systems in included in embankment.

IV. Base Preparations:

Stabilized Roadbed (S.Y.): The placement, mixing and compaction operations involved in the stabilization of subgrade soils.

Base material (S.Y.): The placement, mixing and compaction of flexible base material.

Hot mix asphalt base (Ton): The laydown and compaction of hot mix asphalt concrete base course material. The production rates are taken from the graph for plant mix.

Curb and gutter (L.F.): The layout and construction of new roadway curb and gutter using automated equipment or forms and hand finish.

Concrete pavement repair (S.Y.): The removal and replacement of sections of unsatisfactory or failed Portland cement concrete pavement.

Milling/planning (S.Y.): The removal of the surface level of existing pavements using automated milling or planning equipment.

Plant mixed surfaces (Ton): The laydown and compaction of hot mix asphalt concrete surface course material. The production rate is taken from the graph for Plant Mix.

Asphalt Friction Course (1 course) (Ton): The laydown and compaction of asphalt concrete friction course material.

Cement Concrete paving (Rebar + curing) (S.Y.): The layout, reinforcing, placing, curing, and jointing of Portland cement concrete pavement.

Precast traffic barriers (L.F.): The layout and installation of precast concrete traffic barriers. If barriers are to be cast in place, then the units should be changed to C.Y. and the production rates adjusted accordingly.

V. Permanent Signing and Traffic Signals:

Small Signs (Each): The installation of small highway information and warning signs mounted on metal posts driven into soil along a highway.

Overhead signs (Each): The installation of large highway information and directional signs mounted on metal frames over a highway. It is assumed that the footings and poles that support the frames are already in place.

Major traffic signals (Each): The installation of automated traffic signals and their support systems at highway intersections.

Pavement markings (L.F.): The application of paint or thermoplastic pavement marking materials to a highway pavement.

Raised Pavement Markers (RPM) (Ea.): The application of adhesive and other raised pavement markers.

Final clean-up (Sta.): The removal of debris, dirt and other construction materials from a highway pavement and adjacent right of way at the end of a construction project. The time for this activity is included in "General Time".

Structure demolition (WKDAYS): The demolition and removal of the materials for large structures (multi-story buildings, retaining walls, towers underground tanks, etc.) from the right of way of new construction projects.

Remove old structures (small) (WKDAYS): The demolition and removal of the materials for small structures (Single-story wood buildings, storage sheds, fences, road signs, etc.) from the right of way of new construction projects. Time for this is included in Clearing and Grubbing. Additional time may be warranted for concrete structures that require asbestos abatement.

Bridge demolition (WKDAYS): The demolition and removal of all materials for an existing bridge structure and related appurtenances (approaches, gates, signals, etc.).

Erect temporary bridge (WKDAYS): The layout and construction of a temporary bridge structure and related appurtenances for a highway construction project.

Remove temporary bridges (WKDAYS): The demolition and removal of all materials for a temporary bridges structure and related appurtenances for a highway construction project.

This content is from the eCFR and is authoritative but unofficial.

Title 23 - Highways
Chapter I - Federal Highway Administration, Department of Transportation
Subchapter G - Engineering and Traffic Operations
Part 635 - Construction and Maintenance
Subpart D - General Material Requirements

Source: 41 FR 36204, Aug. 27, 1976, unless otherwise noted.

Authority: Sections 1525 and 1303 of Pub. L. 112-141, Sec. 1503 of Pub. L. 109-59, 119 Stat. 1144; 23 U.S.C. 101 (note), 109, 112, 113, 114, 116, 119, 128, and 315; 31 U.S.C. 6505; 42 U.S.C. 3334, 4601 *et seq.*; Sec. 1041(a), Pub. L. 102-240, 105 Stat. 1914; 23 CFR 1.32; 49 CFR 1.85(a)(1).

Editorial Note: Nomenclature changes to part 635 appear at 67 FR 75924, Dec. 10, 2002.

§ 635.413 Guaranty and warranty clauses.

The State DOT may include warranty provisions in National Highway System (NHS) construction contracts in accordance with the following:

(a) Warranty provisions shall be for a specific construction product or feature. Items of maintenance not eligible for Federal participation shall not be covered.

(b) All warranty requirements and subsequent revisions shall be submitted to the Division Administrator for advance approval.

(c) No warranty requirement shall be approved which, in the judgment of the Division Administrator, may place an undue obligation on the contractor for items over which the contractor has no control.

(d) A State DOT may follow its own procedures regarding the inclusion of warranty provisions in non-NHS Federal-aid contracts.

(e) In the case of a design-build project, the following requirements will apply instead of paragraphs (a) through (d) of this section.

(1) General project warranties may be used on NHS projects, provided:

(i) The term of the warranty is short (generally one to two years); however, projects developed under a public-private agreement may include warranties that are appropriate for the term of the contract or agreement.

(ii) The warranty is not the sole means of acceptance;

(iii) The warranty must not include items of routine maintenance which are not eligible for Federal participation; and,

(iv) The warranty may include the quality of workmanship, materials and other specific tasks identified in the contract.

(2) Performance warranties for specific products on NHS projects may be used at the State DOT's discretion. If performance warranties are used, detailed performance criteria must be provided in the Request for Proposal document.

(3) The State DOT may follow its own procedures regarding the inclusion of warranty provisions on non-NHS Federal-aid design-build contracts.

(4) For best value selections, the State DOT may allow proposers to submit alternate warranty proposals that improve upon the warranty terms in the RFP document. Such alternate warranty proposals must be in addition to the base proposal that responds to the RFP requirements.

[60 FR 44274, Aug. 25, 1995, as amended at 67 FR 75926, Dec. 10, 2002; 72 FR 45336, Aug. 14, 2007]

40 USC Ch. 11: SELECTION OF ARCHITECTS AND ENGINEERS

From Title 40—PUBLIC BUILDINGS, PROPERTY, AND WORKS
SUBTITLE I—FEDERAL PROPERTY AND ADMINISTRATIVE SERVICES

CHAPTER 11—SELECTION OF ARCHITECTS AND ENGINEERS

Sec.
1101. Policy.
1102. Definitions.
1103. Selection procedure.
1104. Negotiation of contract.

§1101. Policy

The policy of the Federal Government is to publicly announce all requirements for architectural and engineering services and to negotiate contracts for architectural and engineering services on the basis of demonstrated competence and qualification for the type of professional services required and at fair and reasonable prices.

(Pub. L. 107–217, Aug. 21, 2002, 116 Stat. 1129.)

HISTORICAL AND REVISION NOTES

Revised Section	*Source (U.S. Code)*	*Source (Statutes at Large)*
1101	40:542.	June 30, 1949, ch. 288, title IX, §902, as added Pub. L. 92–582, Oct. 27, 1972, 86 Stat. 1279.

The words "The Congress hereby declares" are omitted as unnecessary.

§1102. Definitions

In this chapter, the following definitions apply:

(1) AGENCY HEAD.—The term "agency head" means the head of a department, agency, or bureau of the Federal Government.

(2) ARCHITECTURAL AND ENGINEERING SERVICES.—The term "architectural and engineering services" means—

(A) professional services of an architectural or engineering nature, as defined by state law, if applicable, that are required to be performed or approved by a person licensed, registered, or certified to provide the services described in this paragraph;

(B) professional services of an architectural or engineering nature performed by contract that are associated with research, planning, development, design, construction, alteration, or repair of real property; and

(C) other professional services of an architectural or engineering nature, or incidental services, which members of the architectural and engineering professions (and individuals in their employ) may logically or justifiably perform, including studies, investigations, surveying and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services.

(3) FIRM.—The term "firm" means an individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice the profession of architecture or engineering.

(Pub. L. 107–217, Aug. 21, 2002, 116 Stat. 1129.)

HISTORICAL AND REVISION NOTES

Revised Section	*Source (U.S. Code)*	*Source (Statutes at Large)*
1102	40:541.	June 30, 1949, ch. 288, title IX, §901, as added Pub. L. 92–582, Oct. 27, 1972, 86 Stat. 1278; Pub. L. 100–656, title VII, §742, Nov. 15, 1988, 102 Stat. 3897; Pub. L. 100–679, §8, Nov. 17, 1988, 102 Stat. 4068.

In clause (1), the words "Secretary, Administrator, or" are omitted as unnecessary.

§1103. Selection procedure

(a) IN GENERAL.—These procedures apply to the procurement of architectural and engineering services by an agency head.

(b) ANNUAL STATEMENTS.—The agency head shall encourage firms to submit annually a statement of qualifications and performance data.

(c) EVALUATION.—For each proposed project, the agency head shall evaluate current statements of qualifications and performance data on file with the agency, together with statements submitted by other firms regarding the proposed project. The agency head shall conduct discussions with at least 3 firms to consider anticipated concepts and compare alternative methods for furnishing services.

(d) SELECTION.—From the firms with which discussions have been conducted, the agency head shall select, in order of preference, at least 3 firms that the agency head considers most highly qualified to provide the services required. Selection shall be based on criteria established and published by the agency head.

(Pub. L. 107–217, Aug. 21, 2002, 116 Stat. 1130.)

HISTORICAL AND REVISION NOTES

Revised Section	*Source (U.S. Code)*	*Source (Statutes at Large)*
1103	40:543.	June 30, 1949, ch. 288, title IX, §903, as added Pub. L. 92–582, Oct. 27, 1972, 86 Stat. 1279.

In subsection (b), the words "engaged in the lawful practice of their profession" are omitted as unnecessary because of the definition of "firm" in section 1102 of the revised title.

In subsection (c), the words "compare alternative methods for furnishing services" are substituted for "the relative utility of alternative methods of approach for furnishing the required services" to eliminate unnecessary words.

STATUTORY NOTES AND RELATED SUBSIDIARIES

ARCHITECTURAL AND ENGINEERING SERVICES

Pub. L. 108–136, div. A, title XIV, §1427(b), Nov. 24, 2003, 117 Stat. 1670, as amended by Pub. L. 117–81, div. A, title XVII, §1702(l)(8), Dec. 27, 2021, 135 Stat. 2161, provided that: "Architectural and engineering services (as defined in section 1102 of title 40, United States Code) shall not be offered under multiple-award schedule contracts entered into by the Administrator of General Services or under Governmentwide task and delivery order contracts entered into under sections 3403 and 3405 of title 10, United States Code, or sections 303H and 303I of the Federal Property and Administrative Services Act of 1949 ([former] 41 U.S.C. 253h and 253i) [now 41 U.S.C. 4103, 4105(a) to (c)(1), (d) to (i)] unless such services—

"(1) are performed under the direct supervision of a professional architect or engineer licensed, registered, or certified in the State, territory (including the Commonwealth of Puerto Rico), possession, or Federal District in which the services are to be performed; and

"(2) are awarded in accordance with the selection procedures set forth in chapter 11 of title 40, United States Code."

§1104. Negotiation of contract

(a) IN GENERAL.—The agency head shall negotiate a contract for architectural and engineering services at compensation which the agency head determines is fair and reasonable to the Federal Government. In determining fair and reasonable compensation, the agency head shall consider the scope, complexity, professional nature, and estimated value of the services to be rendered.

(b) ORDER OF NEGOTIATION.—The agency head shall attempt to negotiate a contract, as provided in subsection (a), with the most highly qualified firm selected under section 1103 of this title. If the agency head is unable to negotiate a satisfactory contract with the firm, the agency head shall formally terminate negotiations and then undertake negotiations with the next most qualified of the selected firms, continuing the process until an agreement is reached. If the agency head is unable to negotiate a satisfactory contract with any of the selected firms, the agency head shall select additional firms in order of their competence and qualification and continue negotiations in accordance with this section until an agreement is reached.

(Pub. L. 107–217, Aug. 21, 2002, 116 Stat. 1130.)

HISTORICAL AND REVISION NOTES

Revised Section	*Source (U.S. Code)*	*Source (Statutes at Large)*
1104	40:544.	June 30, 1949, ch. 288, title IX, §904, as added Pub. L. 92–582, Oct. 27, 1972, 86 Stat. 1279.

The Within and Foregoing Resolution No. 62-23 as introduced and read before the City Commission of the City of New Smyrna Beach, Florida, at its Regular Meeting held at the City Commission Chambers in said City on October 24, 2023. Motion was made by Commissioner Martin, and Seconded by Commissioner McGuirk, that said Resolution be adopted.

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

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

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

As Mayor of the City of New Smyrna Beach, Florida

(OFFICIAL SEAL)

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

RESOLUTION NO. 62-23

An act relating to construction regulations; creating s. 125.572, F.S.; defining the term "synthetic turf"; requiring the Department of Environmental Protection to adopt minimum standards for the installation of synthetic turf on specified properties; requiring that the standards take into account specified factors; prohibiting local governments from adopting or enforcing any ordinance, resolution, order, rule, or policy that prohibits, or is enforced to prohibit, property owners from installing synthetic turf meeting certain standards on single-family residential property; prohibiting local governments from adopting or enforcing specified ordinances, resolutions, orders, rules, or policies that regulate synthetic turf which are inconsistent with specified standards; requiring the department to adopt rules; creating s. 218.755, F.S.; requiring local governmental entities to approve or deny certain price quotes and send written notice to contractors within a specified timeframe; requiring denial notices to specify alleged deficiencies and actions necessary to remedy such deficiencies; requiring certain payment to a contractor if a local governmental entity fails to provide such notice; prohibiting contracts from

altering specified duties of a local governmental entity; amending s. 255.0992, F.S.; prohibiting the state or political subdivisions that contract for public works projects from penalizing or rewarding bidders for performing larger or smaller volumes of construction work for the state or political subdivisions; amending s. 399.035, F.S.; requiring only one support rail in an elevator car interior to meet certain specifications; amending s. 489.505, F.S.; revising the definition of the term "certified alarm system contractor"; amending s. 553.73, F.S.; providing an exemption from the Florida Building Code for systems or equipment located on property within a spaceport territory which is used for specified purposes; reenacting and amending s. 553.79, F.S.; prohibiting local governments from requiring copies of contracts and certain associated documents for the issuance of building permits or as a requirement for the submission of building permit applications; amending s. 553.791, F.S.; revising definitions; revising the conditions under which specified contractors may elect to use a private provider to provide inspection services; authorizing private providers to use automated or software-based plans review systems designed to make certain

determinations; requiring local building officials to issue permits within a specified timeframe if such permit application is related to certain single-trade plans reviews; authorizing certain inspections to be performed in person or virtually; amending s. 497.271, F.S.; conforming a cross-reference; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 125.572, Florida Statutes, is created to read:

125.572 Regulation of synthetic turf.—

(1) As used in this section, the term "synthetic turf" means a manufactured product that resembles natural grass and is used as a surface for landscaping and recreational areas.

(2) The Department of Environmental Protection shall adopt minimum standards for the installation of synthetic turf on single-family residential properties 1 acre or less in size. The standards must take into account material type, color, permeability, stormwater management, potable water conservation, water quality, proximity to trees and other vegetation, and other factors impacting environmental conditions of adjacent properties.

(3) Upon the Department of Environmental Protection

adopting rules pursuant to subsection (4), a local government may not:

(a) Adopt or enforce any ordinance, resolution, order, rule, or policy that prohibits, or is enforced to prohibit, a property owner from installing synthetic turf that complies with Department of Environmental Protection standards adopted pursuant to this section which apply to single-family residential property.

(b) Adopt or enforce any ordinance, resolution, order, rule, or policy that regulates synthetic turf which is inconsistent with the Department of Environmental Protection standards adopted pursuant to this section which apply to single-family residential property.

(4) The Department of Environmental Protection shall adopt rules to implement this section.

Section 2. Section 218.755, Florida Statutes, is created to read:

218.755 Prompt processing of change orders.—For any contract for construction services entered into on or after July 1, 2025, if a local governmental entity receives from its contractor a price quote for a change order requested or issued by the local governmental entity for construction services, and the price quote conforms to all statutory requirements and contractual requirements for the project, the local governmental entity must approve or deny the price quote and send written

notice of that decision to the contractor within 35 days after receipt of such quote. A denial notice must specify the alleged deficiencies in the price quote and the actions necessary to remedy those deficiencies. If the local governmental entity fails to provide the contractor with a notice in compliance with this section, the change order and price quote are deemed approved, and the local governmental entity must pay the contractor the amount stated in the price quote upon the completion of the change order. A contract between a local governmental entity and a contractor may not alter the local governmental entity's duties under this section.

Section 3. Paragraph (d) is added to subsection (2) of section 255.0992, Florida Statutes, to read:

255.0992 Public works projects; prohibited governmental actions.—

(2) Except as required by federal or state law, the state or any political subdivision that contracts for a public works project may not take the following actions:

(d) When scoring or evaluating bids for a public works project, penalize a bidder for performing a larger volume of construction work for the state or political subdivision or reward a bidder for performing a smaller volume of construction work for the state or political subdivision.

Section 4. Paragraph (b) of subsection (1) of section 399.035, Florida Statutes, is amended to read:

399.035 Elevator accessibility requirements for the physically handicapped.—

(1) Each elevator, the installation of which is begun after October 1, 1990, must be made accessible to physically handicapped persons with the following requirements:

(b) Each elevator car interior must have a support rail on at least one wall. All support rails must be smooth and have no sharp edges and must not be more than 1 1/2 inches thick or 2 1/2 inches in diameter. At least one support rail ~~Support rails~~ must be continuous and a minimum length of 42 inches overall. The inside surface of support rails must be 1 1/2 inches clear of the car wall. The distance from the top of the support rail to the finished car floor must be at least 31 inches and not more than 33 inches. Padded or tufted material or decorative materials such as wallpaper, vinyl, cloth, or the like may not be used on support rails.

Section 5. Subsection (7) of section 489.505, Florida Statutes, is amended to read:

489.505 Definitions.—As used in this part:

(7) "Certified alarm system contractor" means an alarm system contractor who possesses a certificate of competency issued by the department. The scope of certification is limited to alarm circuits originating in the alarm control panel and equipment governed by the applicable provisions of Articles 722, 725, 760, 770, 800, and 810 of the National Electrical Code,

Current Edition, and National Fire Protection Association Standard 72, Current Edition. The scope of certification for alarm system contractors also includes the installation, repair, fabrication, erection, alteration, addition, or design of electrical wiring, fixtures, appliances, thermostats, apparatus, raceways, and conduit, or any part thereof not to exceed 98 volts (RMS), when those items are for the purpose of transmitting data or proprietary video (satellite systems that are not part of a community antenna television or radio distribution system) or providing central vacuum capability, surveillance cameras, or electric locks; however, this provision governing the scope of certification does not create any mandatory licensure requirement.

Section 6. Paragraph (m) is added to subsection (10) of section 553.73, Florida Statutes, to read:

553.73 Florida Building Code.—

(10) The following buildings, structures, and facilities are exempt from the Florida Building Code as provided by law, and any further exemptions shall be as determined by the Legislature and provided by law:

(m) Any system or equipment, whether affixed or movable, which is located on property within a spaceport territory pursuant to s. 331.304 and which is used for the production, erection, alteration, modification, repair, launch, processing, recovery, transport, integration, fueling, conditioning, or

equipping of a space launch vehicle, payload, or spacecraft.

With the exception of paragraphs (a), (b), (c), and (f), in order to preserve the health, safety, and welfare of the public, the Florida Building Commission may, by rule adopted pursuant to chapter 120, provide for exceptions to the broad categories of buildings exempted in this section, including exceptions for application of specific sections of the code or standards adopted therein. The Department of Agriculture and Consumer Services shall have exclusive authority to adopt by rule, pursuant to chapter 120, exceptions to nonresidential farm buildings exempted in paragraph (c) when reasonably necessary to preserve public health, safety, and welfare. The exceptions must be based upon specific criteria, such as under-roof floor area, aggregate electrical service capacity, HVAC system capacity, or other building requirements. Further, the commission may recommend to the Legislature additional categories of buildings, structures, or facilities which should be exempted from the Florida Building Code, to be provided by law. The Florida Building Code does not apply to temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.

Section 7. Paragraph (f) of subsection (1) of section 553.79, Florida Statutes, is amended, and subsection (11) of that section is reenacted, to read:

553.79 Permits; applications; issuance; inspections.—

(1)

(f) A local government may not require a contract between a builder and an owner, any copies of such contract, or any associated document, including, but not limited to, letters of intent, material costs lists, labor costs, or overhead or profit statements, for the issuance of a building permit or as a requirement for the submission of a building permit application.

(11) Any state agency whose enabling legislation authorizes it to enforce provisions of the Florida Building Code may enter into an agreement with any other unit of government to delegate its responsibility to enforce those provisions and may expend public funds for permit and inspection fees, which fees may be no greater than the fees charged others. Inspection services that are not required to be performed by a state agency under a federal delegation of responsibility or by a state agency under the Florida Building Code must be performed under the alternative plans review and inspection process created in s. 553.791 or by a local governmental entity having authority to enforce the Florida Building Code.

Section 8. Paragraphs (l) and (q) of subsection (1) and subsections (5) through (8) of section 553.791, Florida Statutes, are amended to read:

553.791 Alternative plans review and inspection.—

(1) As used in this section, the term:

(l) "Permit application" means a properly completed and submitted application for the requested building or construction permit, including:

1. The plans reviewed by the private provider, or in the case of a single-trade plans review where a private provider uses an automated or software-based plans review system pursuant to subsection (6), the information reviewed by the automated or software-based plans review system to determine compliance with one or more applicable codes.

2. The affidavit from the private provider required under subsection (6).

3. Any applicable fees.

4. Any documents required by the local building official to determine that the fee owner has secured all other government approvals required by law.

(q) "Single-trade inspection" or "single-trade plans review" means any inspection or plans review focused on a single construction trade, such as plumbing, mechanical, or electrical. The term includes, but is not limited to, inspections or plans reviews of door or window replacements; fences and block walls more than 6 feet high from the top of the wall to the bottom of the footing; stucco or plastering; reroofing with no structural alteration; solar energy and energy storage installations or alterations; HVAC replacements; ductwork or fan replacements; alteration or installation of wiring, lighting, and service

panels; water heater changeouts; sink replacements; and repiping.

(5) After construction has commenced and if either the local building official is unable to provide inspection services in a timely manner or the work subject to inspection is related to a single-trade inspection for a single-family or two-family dwelling, the fee owner or the fee owner's contractor may elect to use a private provider to provide inspection services by notifying the local building official of the owner's or contractor's intention to do so by 2 p.m. local time, 2 business days before the next scheduled inspection using the notice provided for in paragraphs (4)(a)-(c).

(6) A private provider performing plans review under this section shall review the plans to determine compliance with the applicable codes. For single-trade plans reviews, a private provider may use an automated or software-based plans review system designed to determine compliance with one or more applicable codes, including, but not limited to, the National Electrical Code and the Florida Building Code. Upon determining that the plans reviewed comply with the applicable codes, the private provider shall prepare an affidavit or affidavits certifying, under oath, that the following is true and correct to the best of the private provider's knowledge and belief:

(a) The plans were reviewed by the affiant, who is duly authorized to perform plans review pursuant to this section and

holds the appropriate license or certificate.

(b) The plans comply with the applicable codes.

Such affidavit may bear a written or electronic signature and may be submitted electronically to the local building official.

(7)(a) No more than 20 business days, or if the permit application is related to a single-trade plans review for a single-family or two-family dwelling, no more than 5 business days, after receipt of a permit application and the affidavit from the private provider required pursuant to subsection (6), the local building official shall issue the requested permit or provide a written notice to the permit applicant identifying the specific plan features that do not comply with the applicable codes, as well as the specific code chapters and sections. If the local building official does not provide a written notice of the plan deficiencies within the prescribed time ~~20-day~~ period, the permit application must ~~shall~~ be deemed approved as a matter of law, and the permit must ~~shall~~ be issued by the local building official on the next business day.

(b) If the local building official provides a written notice of plan deficiencies to the permit applicant within the prescribed time ~~20-day~~ period, the time ~~20-day~~ period is ~~shall be~~ tolled pending resolution of the matter. To resolve the plan deficiencies, the permit applicant may elect to dispute the deficiencies pursuant to subsection (15) or to submit revisions

to correct the deficiencies.

(c) If the permit applicant submits revisions, the local building official has the remainder of the tolled time ~~20-day~~ period plus 5 business days after ~~from~~ the date of resubmittal to issue the requested permit or to provide a second written notice to the permit applicant stating which of the previously identified plan features remain in noncompliance with the applicable codes, with specific reference to the relevant code chapters and sections. Any subsequent review by the local building official is limited to the deficiencies cited in the written notice. If the local building official does not provide the second written notice within the prescribed time period, the permit must ~~shall~~ be deemed approved as a matter of law, and the local building official must issue the permit on the next business day.

(d) If the local building official provides a second written notice of plan deficiencies to the permit applicant within the prescribed time period, the permit applicant may elect to dispute the deficiencies pursuant to subsection (15) or to submit additional revisions to correct the deficiencies. For all revisions submitted after the first revision, the local building official has an additional 5 business days after ~~from~~ the date of resubmittal to issue the requested permit or to provide a written notice to the permit applicant stating which of the previously identified plan features remain in

noncompliance with the applicable codes, with specific reference to the relevant code chapters and sections.

(8) A private provider performing required inspections under this section shall inspect each phase of construction as required by the applicable codes. Such inspection, including a single-trade inspection, may be performed in person ~~in-person~~ or virtually. The private provider may have a duly authorized representative perform the required inspections, provided all required reports are prepared by and bear the written or electronic signature of the private provider or the private provider's duly authorized representative. The duly authorized representative must be an employee of the private provider entitled to receive reemployment assistance benefits under chapter 443. The contractor's contractual or legal obligations are not relieved by any action of the private provider.

Section 9. Subsection (3) of section 497.271, Florida Statutes, is amended to read:

497.271 Standards for construction and significant alteration or renovation of mausoleums and columbaria.—

(3) The licensing authority shall transmit the rules as adopted under subsection (2), ~~hereinafter~~ referred to as the "mausoleum standards," to the Florida Building Commission, which shall initiate rulemaking under chapter 120 to consider such mausoleum standards. If such mausoleum standards are not deemed acceptable, they must ~~shall~~ be returned by the Florida Building

Commission to the licensing authority with details of changes needed to make them acceptable. If such mausoleum standards are acceptable, the Florida Building Commission must ~~shall~~ adopt a rule designating the mausoleum standards as an approved revision to the State Minimum Building Codes under part IV of chapter 553. When ~~so~~ designated by the Florida Building Commission, such mausoleum standards shall become a required element of the State Minimum Building Codes under s. 553.73(2)(a) ~~s. 553.73(2)~~ and shall be transmitted to each local enforcement agency, as defined in s. 553.71(5). Such local enforcement agency shall consider and inspect for compliance with such mausoleum standards as if they were part of the local building code, but shall have no continuing duty to inspect after final approval of the construction pursuant to the local building code. Any further amendments to the mausoleum standards shall be accomplished by the same procedure. Such designated mausoleum standards, as from time to time amended, shall be a part of the State Minimum Building Codes under s. 553.73 until the adoption and effective date of a new statewide uniform minimum building code, which may supersede the mausoleum standards as provided by the law enacting the new statewide uniform minimum building code.

Section 10. This act shall take effect July 1, 2025.

RESOLUTION NO. 16-25

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH AUTHORIZING THE CITY MANAGER TO APPROVE CERTAIN CHANGE ORDERS; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 1, 2025, Section 218.755, Florida Statutes, took effect requiring the prompt processing of change orders within 35 days of receipt; and

WHEREAS, the City's purchasing policy currently requires any change orders that exceed $50,000 and 10% of the contract price to be approved by the City Commission; and

WHEREAS, the City Commission meeting schedule varies in the months of June, December, and occasionally November, which would impede the ability of staff to obtain City Commission approval to meet the 35-day deadline for a change order that exceeds the City Manager's current authority; and

WHEREAS, it is in the best interest of the citizens of the City of New Smyrna Beach to authorize the City Manager to approve those change orders that exceed his current authority when the 35-day deadline cannot be accommodated.

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

SECTION 1: That the City Commission hereby authorizes the City Manager to approve any change order necessary for compliance with Florida Statute 218.755, when the City Commission is unable to meet in enough time to meet the 35-day deadline as set forth in the statute.

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

SECTION 3: ***Effective Date.*** That this resolution shall take effect immediately upon its adoption and shall remain in effect until such time as the Purchasing Policy is amended to incorporate this authority.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 7/1/2025

THE CITY OF NEW SMYRNA BEACH - PUBLIC WORKS

CONSIDER THE APPROVAL OF FLAGLER LIGHT POLE INSTALLATION PIGGYBACK AGREEMENT.

July 8, 2025

Background:

For the past year, Staff has worked with the Flagler Avenue Business Association (FABA) on various components and concerns of the Flagler Avenue Improvement project. One of the remaining components is the current light poles that was presented at the November 12, 2024 Commission meeting. The light poles on Flagler Avenue are beyond their useful life and parts for any repairs are becoming obsolete. Staff continued to work with FABA and the New Smyrna Beach Utilities (NSBU), addressing concerns and possible solutions. City Commission approved purchasing the new poles at the March 25th commission meeting. Staff recommends piggybacking off an existing agreement between HDD of Florida, LLC, d/b/a Horizon Utility Services and City of Winter Park for the installation of the poles. We are not undergrounding utilities, but we can piggyback off of the pricing in the contract for the removal of current poles, and installation of new bases and poles. The total budget for this project is $547,200. The cost of the new poles was $252,720, leaving a balance of $294,480. We continue to work with NSBU on the removal of the current poles and installation of the new poles with a company that is used in cooperation with NSBU.

- There are currently 40 poles on Flagler Ave. (Both Street Lights and Pedestrian Lights)
- 24 Light poles will be replaced
- 16 Poles are being removed and flush mounted hand holds will be installed for potential future use.
- Engineered plans approve the bases from the current streetlights, of which 15 are being used. 9 of the pedestrian light poles are being removed and those bases will need replacement to meet wind load requirements.
- We are budgeting for the potential to have all the bases replaced as Horizon will inspect each base after removal of the current light poles.

Fiscal Analysis:

Account: 30254101-563203-24FLP Light Poles Installation of $198,965.52. We are currently under budget of the remaining total of $294,480, approval for allowing the Maintenance Operations Director to approve any change orders needed up the budgeted amount for this complete project.

Strategic Plan Item:

No

Staff Report Created By: David Ray - Director - Public Works

Attachments:

NSB Piggyback Agreement, Contract, Bid document.pdf
NSB Quote details (1) (1).pdf
Digitally signed calcs - pole foundation.pdf
street light Bases.pdf
Digitally signed calcs - BURS242567.pdf
HDD COI.pdf

HDD of Florida, LLC
IFB9-24, Overhead to Underground Electric Conversion

The City of New Smyrna Beach ("City") enters this "Piggyback" Contract with **HDD of Florida, LLC.,** (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 **HDD of Florida, LLC.,** said contract being identified as: **Overhead to Underground Electric Conversion**, (said original contract being referred to as the "original government contract").

2. The original government contract is incorporated herein by reference and is attached as Exhibit "A" to this contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

3. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this contract between the Vendor and the City of New Smyrna Beach, as follows:

a) Period ("Term") of the Agreement: **Coterminous with Overhead to Underground Electric Conversion, IFB9-24, Contract**

b) Insurance Requirements: In addition to the requirements in Exhibit A, Vendor shall provide certificate of insurance naming the City of New Smyrna Beach as an additional insured.

c) Any other provisions that will be modified: The CONTRACTOR agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the CONTRACTOR must: (1). Keep and maintain public records required by the City to perform the service, (2). Upon request from the City 's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law, (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the City, (4) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of this Agreement, the CONTRACTOR shall destroy

any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City, and (5). If the CONTRACTOR does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this Agreement and the CONTRACTOR shall be subject to all rights and remedies of the City and the public under controlling State law.

A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure by the CONTRACTOR to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The CONTRACTOR shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the City with a copy of the CONTRACTOR's response to each such request.

The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (CONTRACTOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, CITY HALL, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FLORIDA 32168, CLERK@CITYOFNSB.COM, (386) 410-2631.

d) Address change for the City of New Smyrna Beach: Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of New Smyrna Beach, attention of City Manager, at City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168. The designated representative for this contract is David Ray, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, telephone number 386-410-2202, and email dray**@cityofnsb.com.**

e) Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Volusia County, Florida. Litigation between the parties arising out of this contract must be in Volusia County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

f) Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Volusia County, Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.

g) All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of New Smyrna Beach and the Vendor.

4. Human Trafficking: This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit.

Entered this 5 day of June, 2025.

Attest

Authorized Signature

Print Name and Title: Justin Isler VP operations

Address: 2620 Canvasback Trl, Geneva FL 32732

Date: 6/5/25

HDD of Florida, LLC

Authorized Signature

Print Name and Title: Lenny Waln, Managing Member

Address: 10112 Colt Lane
Winter Garden, Florida 34787

Date: 6-5-2025

ATTEST

Sharon Taylor-Harding, Interim City Clerk

CITY OF NEW SMYRNA BEACH

Fred E. Cleveland, Mayor

Date:

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

Carrie Avallone City Attorney

ATTACHMENT F

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of New Smyrna ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: HDS of Florida

Authorized Signature: _____ Date: 6-5-2025

Printed Name: Lenny Waln

Title: Owner

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 5th day JUNE of JUNE, 2025, by LEONARD WALN, as OWNER on behalf of the company/corporation. They ☐ are personally known to me or ☑ have produced FL DL as identification.

Notary Public State of Florida
Beth White
My Commission
HH 211497
Exp. 1/11/2026

Signature of Notary Public

Name of Notary Typed, Printed or Stamped BETH WHITE

My Commission Expires: 01/11/2026

Docusign Envelope ID: C1DBAA5A-E592-4125-8AE7-4B2560064D4B

401 South Park Avenue • Winter Park, Florida 32789
407-643-1627 • 407-599-3448 fax
cityofwinterpark.org
Procurement Division

Amendment 1

IFB9-24
Overhead to Underground Electric Conversion

Effective Date: May 9, 2025

By mutual consent, the contract is amended as follows:

A. The labor rates listed in the "Pricing Sheet", incorporated in the original contract as Exhibit "B" of the solicitation, will be updated to include the following additional hourly labor rates:

LB7	Locator Services	$107.07 per hour
EUC	Electric Utility Consultant	$140.40 per hour

B. The term of the Contract is hereby extended as follows:

From: May 9, 2024 through May 8, 2025

To: May 9, 2025 through May 8, 2026

C. All other terms, conditions, specifications and prices remain unchanged.

[SIGNATURE PAGE TO FOLLOW]

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401 South Park Avenue • Winter Park, Florida 32789
407-643-1627 • 407-599-3448 fax
cityofwinterpark.org
Procurement Division

IN WITNESS WHEREOF, the parties have agreed and executed this Amendment on the dates below:

HDD OF FLORIDA, LLC

DocuSigned by:
Lenny Waln
688488C9597842D...

Lenny Waln

Name

Managing member

Title

April 24, 2025

Date

CITY OF WINTER PARK,
a Florida municipal corporation

Signed by:
Sheila DeCiccio
9597E756E320453...

Sheila DeCiccio

Name

Mayor

Title

April 24, 2025

Date

Approved by City Commission on April 23, 2025.

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CONTRACT FOR GOODS AND SERVICES

THIS **CONTRACT AGREEMENT** (hereinafter "Contract" or "Agreement") made and entered into by and between the **CITY OF WINTER PARK**, a Florida municipal corporation, whose address is 401 South Park Avenue, Winter Park, Florida 32789 (hereinafter referred to as "CITY") and **HDD OF FLORIDA, LLC**, whose address is 10112 Colt Lane Winter Garden, Florida 34787 (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, the CITY desires to retain or procure **overhead to underground electric conversion**; and

WHEREAS, the CITY desires to contract with the CONTRACTOR in connection with the services required, upon the terms and conditions hereinafter set forth, and the CONTRACTOR is desirous of obtaining such contract and of performing such services upon said terms and conditions; and

WHEREAS, this Agreement is entered into by way of a competitive process through the CITY's issuance of **IFB9-24** ("IFB") in accordance with a competitive solicitation process; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1
GENERAL PROVISIONS

1.1 Good/Services. The CONTRACTOR shall provide **facility installation and maintenance services** ("Goods/Services") for the CITY in accordance with the aforementioned IFB, which is attached as **Exhibit "A"** and hereby incorporated herein.

The CONTRACTOR hereby represents and warrants to CITY that CONTRACTOR is experienced in, qualified and competent to perform the Services described in this Agreement. CONTRACTOR shall perform any and all Services in a timely, efficient and cost-effective manner that comports with applicable professional industry standards, and applicable federal, state and local laws and regulations, and, in the case of engineering services, in accordance with professional engineering standards.

1.2 **Notice to Proceed.** CONTRACTOR shall proceed with the performance of each task constituting the Services upon receiving a notice to proceed from the CITY.

1.3 **Contract Period.** The initial Contract Period shall be for twelve (12) months from the Effective Date, unless terminated earlier by the parties.

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There shall be the option of renewal for a possible second, third, fourth and fifth 12-month Contract Period, not to exceed sixty (60) months in total, following written agreement by both parties.

1.4 **Effective Date.** The Effective Date shall be when the last of the parties has executed the Agreement.

SECTION 2
RESPONSIBILITY OF THE CONTRACTOR

2.1 CONTRACTOR shall be responsible for the professional quality, technical quality, and the coordination of all designs, drawings, and other Services furnished by the CONTRACTOR under this Contract. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, and other Services.

2.2 Neither the CITY's review, approval or acceptance of, nor payment for, the Services required under this Contract may be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONTRACTOR will be and remain liable to the CITY in accordance with applicable law for damages suffered by the CITY arising from the CONTRACTOR's negligent performance of any of the Services furnished under this Contract.

2.3 The rights and remedies of the CITY provided for under this Contract are in addition to any other rights and remedies provided by law.

2.4 The CONTRACTOR shall take reasonable measures and precautions to minimize damage to site(s) where Services are being performed and any improvements located thereon resulting or arising from the performance of the Services.

2.5 Public Records Laws. The CONTRACTOR acknowledges and agrees that all records maintained, kept, and created pursuant to the Agreement, regardless of form or medium, are public records as defined pursuant to Section 24 of Article I of the Florida Constitution and Chapter 119, Florida Statutes, and that such records are subject to all state laws and regulations regarding the storage, disclosure, production, and maintenance of public records. Pursuant to section 119.0701(2)(a), Florida Statutes, the CITY is required to provide the CONTRACTOR with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 599-3447, cityclerk@cityofwinterpark.org, or by mail, City Clerk, 401 Park Avenue South, Winter Park, FL 32789.

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By entering into this Agreement, the CONTRACTOR acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Agreement are public records subject to the public records disclosure requirements of § 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to § 119.0701, Florida Statutes, any contractor entering into an agreement for services with the CITY is required to:

i. Keep and maintain public records required by the CITY to perform the services and work provided pursuant to this Agreement.

ii. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. 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 Agreement term and following completion or termination of the Agreement if the Agreement does not transfer the records to the CITY.

iv. Upon completion or termination of the Agreement, transfer, at no cost, to the CITY all public records in the possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion or termination of the 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 or termination of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records as set forth in the applicable retention schedule for State and Local Government Agencies, which schedule is published and maintained by the Florida Department of State, Division of Library and Information Services. 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.

Requests to inspect or copy public records relating to the Agreement must be made directly to the CITY. If the CONTRACTOR receives any such request, the CONTRACTOR shall instruct the requestor to contact the CITY. If the CITY does not possess the records requested, the CITY shall immediately notify the CONTRACTOR of such request, and the CONTRACTOR must provide the records to the CITY or otherwise allow the records to be inspected or copied within a reasonable time.

The CONTRACTOR acknowledges that failure to provide the public records to the CITY within a reasonable time may result in the assessment of penalties under § 119.10, Florida Statutes. The CONTRACTOR further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the CITY.

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The CONTRACTOR agrees to indemnify, defend, and hold the CITY harmless from and against any and all claims, damage awards, penalties, sanctions, and causes of action arising from the CONTRACTOR's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by the CONTRACTOR's unauthorized disclosure or release of public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. The CONTRACTOR authorizes the CITY to seek declaratory, injunctive, or other appropriate relief against the CONTRACTOR from a Circuit Court in Orange County, Florida on an expedited basis to enforce the requirements of this section. This paragraph will survive expiration and termination of this Agreement.

2.6 If the CONTRACTOR is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

2.7 The standard of care applicable to the CONTRACTOR's Services under this Agreement is the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions ("Standard of Care").

2.8 CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision will include, but not be limited to the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. Each employee of the CONTRACTOR shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. CONTRACTOR agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (or most recent) (18 USC 4082) (c)(2).

CONTRACTOR shall further comply with the applicable provisions of the Americans with Disabilities Act (the "ADA") and any applicable rules or regulations promulgated pursuant thereto. For any Services or Deliverables provided or rendered digitally, via the internet or an intranet, or online, the CONTRACTOR must, as a minimum standard, comply with the Web Content Accessibility Guidelines ("WCAG") 2.0 AA in order to be deemed compliant with the ADA pursuant to this paragraph. CONTRACTOR further agrees to indemnify, defend, and hold the CITY harmless from and against any and all claims, sanctions, penalties, and attorney's fees and costs claimed or otherwise assessed against the CITY arising from the CONTRACTOR's failure to comply with the ADA, Title VII of the Civil Rights Act of 1964, and any and all other applicable federal, state, or local anti-discrimination laws, rules, or regulations whether presently existing or hereafter promulgated or adopted.

CONTRACTOR is required to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

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2.9 CONTRACTOR certifies that all material, equipment, etc. required for completion of this contract, meets all O.S.H.A. requirements. CONTRACTOR further certifies that the material, equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the day of delivery, all costs necessary to bring the materials, equipment, etc. into compliance with the aforementioned requirements will be borne by the CONTRACTOR. CONTRACTOR certifies that all employees, subcontractors, agents will comply with all O.S.H.A. and state safety regulations and requirements.

2.10 For each Project, CONTRACTOR shall provide a Project Superintendent who must be currently employed by CONTRACTOR and will serve as CONTRACTOR point person for correspondence with CITY's representatives.

2.11 CONTRACTOR shall not substitute any key personnel without prior written approval of the designated CITY representative ("City Project Manager") to oversee the specific task assigned to CONTRACTOR. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of CITY. Further, CITY, in lieu of approving a substitution, may initiate other actions under the contract, including termination of CONTRACTOR under this Agreement or under the specific task assigned.

2.12 Once the Office Space is assigned to CONTRACTOR, CONTRACTOR agrees, at its expense, to keep the Office Space and its improvements and any furnishings and other personal property, including the CITY's personal property, stored upon the Office Space in a clean and orderly condition. CONTRACTOR agrees to accept the Office Space in "as is" condition, and shall keep the Office Space in good repair in a condition similar to as what existed as of the Effective Date, reasonable wear and tear excepted. CONTRACTOR shall not be responsible for making major repairs or renovations to the Office Space to address any pre-existing conditions, except to the extent that such repair or renovations are otherwise required by this Agreement and set forth in the Services described herein. CONTRACTOR shall not remove CITY's furnishings and other personal property from the Office Space without written consent of the CITY. CONTRACTOR agrees that CITY shall not be liable for any damages to any person or any personal property in or upon the Office Space during the term of this Agreement except to the extent such damage is caused by the negligence or intentional misconduct of CITY. CONTRACTOR, at CONTRACTOR's sole cost and expense, shall procure and maintain during the term of this Agreement general liability insurance policy, including premises liability coverage, covering the Office Space and CONTRACTOR's and its employees' and subconsultants' use thereof and naming the CITY as an additional insured party. Upon termination of this Agreement for any reason, CONTRACTOR shall surrender possession of the Office Space to the CITY in broom-clean condition and return all furnishings and personal property of the CITY's within the Office Space upon termination of this Agreement.

2.13 Disposal of Samples, Debris and Spoils. Unless otherwise agreed in the Services Authorization or otherwise in writing, test specimens, debris and spoils will be disposed of immediately upon removal and is the responsibility of CONTRACTOR. Sample, Debris and Spoils will not be stored on site or on the Staging area. CONTRACTOR shall properly dispose of samples, debris and spoils in accordance with all applicable federal, state and local laws and regulations.

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2.14 CONTRACTOR shall comply with the terms and conditions of the IFB. To the extent there are any conflicts between the IFB and this Agreement, the terms of this Agreement shall control to the extent of any such conflict.

SECTION 3
CITY'S RESPONSIBILITIES

3.1 **Information Pertinent to the Project.** The CITY shall furnish the CONTRACTOR with existing data, plans, profiles, and other information necessary or useful in connection with the planning of the program, goods, or services that are to be provided, which information is available in the CITY's files, all of which is and remains the property of the CITY and must be returned to the CITY upon completion of the services to be performed by the CONTRACTOR.

3.2 **Access to Property.** The CITY shall arrange for access to and make provisions for the CONTRACTOR to enter upon public and private property as required for the CONTRACTOR to perform its Services.

The CITY shall make available office space reasonably sufficient for CONTRACTOR to utilize for the purposes of performing its Services under this Agreement. Office space will be designated by the CITY for CONTRACTOR and made available at the City Services Compound, located at 1409 Howell Branch Road, Winter Park, FL ("Office Space"). CONTRACTOR will be expected to provide for all its equipment and office operating needs, the CITY will only be supplying physical space and associated utilities necessary for operations to function.

3.3 **Examination.** As applicable, the CITY shall examine all reports, sketches, drawings, proposals, and other documents presented by the CONTRACTOR, and render, in writing, decisions pertaining thereto within a reasonable time.

3.4 **Notice and Extension of Term.** The CITY shall give prompt written notice to the CONTRACTOR whenever the CITY observes or otherwise becomes aware of any development that affects the scope or timing of the CONTRACTOR's Services or any defect in the work of contractor(s) affecting the Project. If the CONTRACTOR has been delayed in completing its Services through no fault or negligence of its own, and, as a result, will be unable to complete performance fully and satisfactorily under the provisions of any Services, then, in the CITY's discretion, and upon the submission to the CITY of evidence of the causes of the delay, the CONTRACTOR will not be found in default. In no event will the CITY be liable to the CONTRACTOR for damages caused by delays, impacts, disruption, acceleration, resequencing, or interruptions regardless of the cause. CONTRACTOR expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays in services, and CONTRACTOR expressly waives any and all other remedies for any claim for increase in the Contract price or sum, damages, expenses, losses, or additional compensation.

SECTION 4
PAYMENTS TO CONTRACTOR

4.1 CONTRACTOR will invoice the CITY for Services upon completion of each task assigned by the CITY or once each month for Services performed during the preceding monthly period.

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The CITY will pay the CONTRACTOR for the Services as detailed in each of the CONTRACTOR's narrative invoices in accordance with the pricing for such services as set forth in **Exhibit "B,"** attached hereto and incorporated herein. The invoices will be generated in a format as prescribed by the CITY.

This Agreement does not guarantee CONTRACTOR that it will be performing all of the tasks set forth in **Exhibit "A,"** or receive all of the compensation set forth in **Exhibit "B,"** as the CITY retains the right to select which tasks the CITY will require CONTRACTOR to perform and complete. CONTRACTOR shall be compensated only for those tasks the CITY has authorized the CONTRACTOR to perform. Furthermore, compensation will not be due to the CONTRACTOR unless and until the CONTRACTOR properly completes the assigned task or tasks and provides to the CITY all required deliverables concerning such tasks ordered.

4.2 The CITY's obligation to pay under this contract is contingent upon the City Commission's annual appropriation of sufficient funds therefore. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

4.3 In accordance with Part VII, Chapter 218, Florida Statutes (Local Government Prompt Payment Act), invoices for non-construction services must be paid by the CITY to the CONTRACTOR within forty-five (45) calendar days of the CITY's receipt of a proper invoice(s) ("Payment Period"), unless, the CITY: 1) within 10 days after the improper payment request or invoice is received, notifies the CONTRACTOR, in writing, that the payment request or invoice is improper and indicates what corrective action on the part of the CONTRACTOR is needed to make the payment request or invoice proper. Processing of invoices for construction services, if any, will be governed by § 218.735, Florida Statutes.

4.4 CONTRACTOR fully acknowledges and agrees that if at any time it performs Services under this Agreement contemplated by the parties and such Services have not been, a) fully negotiated, reduced to writing, and formally authorized and executed by both the CITY and CONTRACTOR; or b) reduced to writing by the CITY and signed by the CITY, such Services will be deemed unauthorized, and the CONTRACTOR performs such Services at its own risk without liability to the CITY.

4.5 **No Liens.** CONTRACTOR acknowledges and agrees that the CITY is a Florida municipality and, as such, the CITY's public property and the Project(s) involved are not subject to construction liens pursuant to Chapter 713, Florida Statutes, or any other lien statute. CONTRACTOR may not file or record claims of lien or any other liens against any Project or property owned by the CITY.

4.6 **Records.** CONTRACTOR agrees to maintain and to cause each of its subcontractors to maintain complete and accurate books and records relating to all Services performed, all Deliverables provided, and all costs and expenditures related to Services and Deliverables that have been contracted and paid for by the City ("Books"). These Books must be maintained for five (5) years following Final Payment; five (5) years following termination of any Services; or any other time beyond five (5) years as may be required by Florida's applicable Public Records retention schedules, whichever is the longer of these times.

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All Books are subject to audit by the CITY at all times during the term of this Agreement and as long as kept pursuant to the applicable retention period referenced above.

4.7 **Final Payment.** The acceptance by the CONTRACTOR, including its successors or assigns, of Final Payment for Services will constitute a full and complete release of the CITY from any and all claims or demands regarding further compensation for authorized Services rendered prior to such Final Payment that the CONTRACTOR, its successors, or assigns have or may have against the CITY under the provisions of this Agreement, unless otherwise a claim was previously and properly filed pursuant to the provisions of this Agreement or in a court of competent jurisdiction. This subsection does not affect any other portion of this Agreement that extends obligations of the parties beyond Final Payment.

4.8 **Local Government Prompt Payment Act (Disputed Invoices).** If the CITY receives an improper payment request or invoice, the CITY will notify the CONTRACTOR, in writing, that the payment request or invoice is improper and indicate what corrective action on the part of the CONTRACTOR is needed to correct the payment request or invoice. If a dispute arises between the CITY and the CONTRACTOR concerning payment of a payment request or invoice, the dispute will be finally determined by the local governmental entity pursuant to administrative dispute resolution procedures, which will be commenced within 45 days after the CITY received the disputed payment request or proper invoice and concluded by final decision of the CITY within 60 days after the CITY received such invoice or request. The dispute resolution procedures used will be those procedures as may be currently established by resolution or ordinance of the CITY, or, if no such procedures have been established, the dispute shall be reviewed by the City Manager or his/her designee, who will endeavor to meet with the CONTRACTOR to discuss the nature of the dispute and attempt to resolve the dispute within the time allotted by law. If no resolution satisfactory to the parties is reached, the City Manager or his/her designee shall issue a final decision in writing to the CONTRACTOR within 60 days as required by statute.

4.9 **Progress Payment Withholding.** Progress payments may be withheld by the CITY if:

a. Work on a Project is found defective and not remedied;
b. CONTRACTOR does not make prompt and proper payments to subcontractors, suppliers, vendors or materialmen;
c. Liens or claims of lien are filed on the CITY's property or the Project;
d. CONTRACTOR is in material default of this Agreement or any Services Authorization; or
e. The amount sought by CONTRACTOR in any request for payment or invoice is not proper or is inaccurate.

SECTION 5
SCOPE, COST AND FEE ADJUSTMENT

5.1 **Scope Reduction.** CITY shall have the sole right to reduce, or eliminate, in whole or in part, the Scope of the Services at any time and for any reason, upon written notice to the CONTRACTOR specifying the nature and extent of the reduction. In such event, the CONTRACTOR will be fully compensated for the Services already performed prior to the effective date stated in the CITY's notification of the reduction.

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The CONTRACTOR will also be compensated for the Services remaining to be done, which are not reduced or eliminated. However, CONTRACTOR will not be compensated for services not performed or that are removed from the scope of this Agreement or any task assignment issued thereunder by the CITY.

5.2 **Scope Suspension.** CITY may, at any time and for any reason, direct the CONTRACTOR to suspend work, in whole or in part, under this Agreement. Such direction will be in writing, and specify the period during which Services will be stopped. The CONTRACTOR shall resume its Services upon the date specified or upon such other date as the CITY may thereafter specify in writing. The CONTRACTOR's sole remedy for such suspension or delay will be a tolling of the completion date until the CITY instructs the CONTRACTOR to resume Services. The suspension or delay of Services, regardless of whether caused by the actions or inactions of the CITY, does not give rise to any claim by the CONTRACTOR against the CITY.

SECTION 6
TERMINATION

6.1 **Termination.** This Agreement may be terminated, at any time, by the CITY by delivering a written notice to CONTRACTOR at least thirty (30) days prior to the intended termination date. This Agreement may be terminated, at any time, by the CONTRACTOR by delivering a written notice to CITY at least 120 days prior to the intended termination date. If the Agreement is terminated, CONTRACTOR will be paid for Services completed prior to and on the date of termination, including those reimbursable reasonable and provable expenses required by any Services Authorization and actually incurred by the CONTRACTOR; provided however, if CONTRACTOR terminates this Agreement prior to the completion of a Project(s), CONTRACTOR will not be compensated for uncompleted work in progress, including, but not limited to, circumstances where no final report or testing results that were due have been provided to the CITY.

6.2 **Delivery of Materials Upon Termination.** In the event of termination of this Agreement and prior to the CONTRACTOR's satisfactory completion of all the Services described or alluded to herein, the CONTRACTOR, unless otherwise excused by the CITY in writing, must promptly furnish the CITY, at no additional cost or expense, with one (1) physical copy and one (1) electronic copy of the following items, any or all of which may have been produced prior to and including the date of termination: data, specifications, test results, calculations, estimates, plans, drawings, computer print outs, surveys, construction documents, photographs, summaries, reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by the CONTRACTOR, or by any subcontractor, in rendering the Services described herein ("Documents"), and not previously furnished to the CITY by the CONTRACTOR pursuant to this Agreement. The Documents will be the sole property of the CITY, and the CITY will be vested with all rights provided therein of whatever kind and however created. The CONTRACTOR shall also require that all Subcontractors hired or otherwise engaged by the CONTRACTOR to provide Services or Deliverables in connection with this Agreement agree in writing to be bound by the provisions of this Subsection.

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SECTION 7
MATERIALS, REUSE OF DOCUMENTS, AND CONFIDENTIALITY

7.1 **General.** One reproducible copy and one electronic copy of all Documents must be supplied to the CITY at the CITY's request by the CONTRACTOR. The final work product of all such materials, along with all formal CONTRACTOR-CITY correspondence concerning any Project (e.g. letters, tapes, memoranda, etc.) will be the sole property of the CITY. Furthermore, the CITY may reuse such Documents at no additional cost, and the CITY will be vested with all rights of whatever kind and however created that may be in existence thereto.

7.2 **Reuse of Documents.** The CITY acknowledges that the Documents are not intended for use in connection with any purpose other than the purpose for which the materials are prepared. Any use by the CITY of such Documents in connection with a purpose other than that for which such Documents were prepared without the prior written consent of the CONTRACTOR will be at the CITY's sole risk, and the CONTRACTOR will have no responsibility or liability related thereto.

SECTION 8
NOTICES

All notices denominated as such by this Agreement, or the City Code, or Florida law, required to be given to the CONTRACTOR hereunder shall be in writing, and shall be delivered via email, hand-delivery or United States mail, postage prepaid, addressed to:

HDD OF FLORIDA, LLC
10112 Colt Lane
Winter Garden, Florida 34787
hddofflorida@gmail.com

All notices required to be given to the CITY shall be in writing, and shall be delivered via email, hand-delivery or United States mail, postage prepaid, to the CITY's Procurement Division and the City Attorney, separately, at:

City of Winter Park
Attention: Procurement Division
401 South Park Avenue
Winter Park, Florida 32789
Procurement@cityofwinterpark.org

City of Winter Park
Attention: City Attorney
401 South Park Avenue
Winter Park, Florida 32789
CityAttorney@cityofwinterpark.org

Either party may change its address, for the purposes of this subsection, by written notice to the other party given in accordance with the provisions of this subsection.

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SECTION 9
WAIVER OF CONSEQUENTIAL DAMAGES

IN NO EVENT MAY THE CITY OR CONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE, OR COST OF COVER INCURRED BY CONTRACTOR OR ANY THIRD PARTIES ARISING OUT OF THIS AGREEMENT AND/OR CONCERNING THE PERFORMANCE OF SERVICES BY THE CONTRACTOR OR BY THE CITY UNDER THIS AGREEMENT.

SECTION 10
INDEMNIFICATION AND INSURANCE

10.1 **Indemnification.** CONTRACTOR agrees to indemnify, defend, and hold harmless the CITY, its representatives, employees, and elected and appointed officials, from all and any claims, judgments, damages, losses, penalties and expenses (including reasonable attorneys' fees, paralegals' fees, experts' fees and litigation costs incurred at all trial and appellate levels with attorneys selected by the CITY) arising out of or resulting from the performance or nonperformance of the work or Services provided within the scope of this Agreement to the extent caused in whole or part by any negligence, error, omission, recklessness, or intentional wrongful misconduct of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in the performance of any Services rendered under this Agreement. If the type of services being performed under this Agreement require a maximum monetary limit of indemnification under general law, then the maximum monetary limit under this section and other indemnifications contained within this Agreement shall be three million dollars per occurrence, which the CITY and CONTRACTOR agree bears a commercially reasonable relationship to this Agreement; otherwise there is no maximum limit of indemnification. This section shall survive the termination, cancellation, or expiration of the Agreement, and shall not be limited by reason of any insurance coverage.

10.2 **Insurance.** CITY has contracted with 'myCOI' to track and establish insurance compliance with contract terms. Within ten (10) days from the Effective Date and prior to rendering services to CITY, VENDOR must register with myCOI and submit certificates or other documentary evidence for CITY via myCOI, attesting to insurance coverage required by the Original Government Contract. VENDOR shall acquire and maintain required insurance coverage during the term of this Agreement. VENDOR may not commence work under any agreement until obtaining all insurance coverage under this section and until CITY has approved such insurance. Except for the Worker's Compensation and Professional Liability Insurance policies, all policies must be issued on an occurrence basis and include the City of Winter Park as an **ADDITIONAL INSURED**. All coverage provided to the CITY as an additional insured must be (i) primary and non-contributory with any valid collectible insurance available to the CITY and (ii) waive subrogation in favor of the CITY. Insurance companies must be licensed to do business in the State of Florida with a Best's Key Rating Guide rate of no less than "A." This information may be grounds for disqualification if the information is not in order.

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A. **Required Coverage.** Based on the services the VENDOR provides for the CITY, it has been determined that the VENDOR is required to meet or exceed the insurance coverage detailed in **Exhibit "C"**, attached to this amendment.

B. **Claims Made Basis Insurance Policies.** All insurance policies written on a Claims Made Form (*i.e.,* some professional liability policies) must maintain a retroactive date prior to or equal to the effective date of this Agreement. The VENDOR must purchase a Supplemental Extended Reporting Period ("SERP") with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event that requires the purchase of a SERP to cover a gap in insurance for claims that may arise under or related to this Agreement. The VENDOR's purchase of a SERP will not relieve the VENDOR of its obligation to provide replacement coverage. In addition, the VENDOR shall require that the carrier immediately inform the VENDOR and the CITY of any contractual obligations that may alter the professional liability coverage, if any, required under this Agreement.

SECTION 11
MISCELLANEOUS PROVISIONS

11.1 **Discrimination.** The CONTRACTOR, for itself, its delegates, successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that, 1) in the furnishing of Services to the CITY hereunder, no person may be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the grounds of such person's race, color, creed, national origin, disability, marital status, religion or sex; and 2) the CONTRACTOR shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and as such rules, regulations, or guidelines may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this subsection, the CITY shall have the right to terminate this Agreement.

11.2 **Compliance with Law.** The CONTRACTOR and its employees shall promptly observe, comply with, and execute the provision of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, and orders which may pertain or apply to the Services that may be rendered hereto, or to the wages paid by the CONTRACTOR to its employees. The CONTRACTOR shall also require, by contract, that all subcontractors shall comply with the provisions of this subsection.

11.3 **Licenses.** The CONTRACTOR shall, during the life of this Agreement, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and other authorizations as are required by local, state, or federal law, in order for the CONTRACTOR to render its Services or Work as described herein. The CONTRACTOR shall also require all subcontractors to comply by contract with the provisions of this subsection.

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11.4 **Compliance with New Regulations.** The CONTRACTOR agrees that if local, state, or federal agencies modify their grant procedures in order for the CITY or the CONTRACTOR to qualify for local, state, or federal funding for the Services to be rendered by the CONTRACTOR, then the CONTRACTOR shall consent to and make such modifications or amendments in a timely manner. If the CONTRACTOR is unable to comply with applicable local, state, or federal laws and regulations governing the grant of such funds for Services to be rendered herein, then the CITY shall have the right, by written notice to the CONTRACTOR, to terminate this Agreement. Furthermore, if the CONTRACTOR's compliance with such laws, regulations, rules, or procedures causes a material change to a term or condition of this Agreement, then the CITY agrees, upon sufficient proof of material changes as may be presented to it by the CONTRACTOR, to amend all related CITY/CONTRACTOR contractual obligations, and to revise such Project budgets accordingly.

11.5 **Contractor Not Agent of City.** The CONTRACTOR is not authorized to act as the CITY's agent hereunder and has no authority, expressed or implied, to act for or bind the CITY hereunder, either in CONTRACTOR's relations with subcontractors, or in any other manner whatsoever. CONTRACTOR shall perform its Services as an independent contractor and has full responsibility for and control over the details of and means for performing the Services assigned and is subject to the directions of the CITY only with respect to the scope of work and the general results required.

11.6 **Assignment and Delegation.** The CITY and the CONTRACTOR bind themselves and their partners, successors, executors, administrators, and assigns, to the other party of this Agreement in respect to all duties, rights, responsibilities, obligations, provisions, conditions, and covenants of this Agreement; except that the CONTRACTOR may not assign, transfer, or delegate its rights or duties, or both of these things, in this Agreement without the prior written consent of the CITY. The CITY has the absolute right to withhold such consent at its convenience, and, furthermore, if the CONTRACTOR attempts to assign, transfer, or delegate its rights or duties in violation of these provisions without the CITY's consent, then the CITY may immediately terminate this Agreement as a breach of contract by the CONTRACTOR and a failure by the CONTRACTOR to substantially perform its obligations hereunder, and any such assignment will be null, void, and of no legal effect. The CITY retains its right to assign its rights (or any part of them) or to delegate its duties and obligations (or any part of them) to another entity that shall be bound by all applicable terms and conditions as provided in this Agreement.

11.7 **Entire Agreement**. This Agreement constitutes the entire Agreement between the parties and supersedes and replaces all prior agreements or understandings, written or oral, relating to the matters set forth therein, and that are specifically related to the execution of this particular document.

11.8 **Amendment**. This Agreement may be amended or modified only by an Amendment and as duly authorized and executed in writing by the parties.

11.9 **Validity**. The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida, only.

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If any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.

11.10 **Headings.** The headings of the sections or subsections of this Agreement are for the purpose of convenience only, and may not be deemed or otherwise construed to expand, limit, or modify the provisions contained in such Sections or Subsections.

11.11 **Timeliness.** The CITY and the CONTRACTOR acknowledge and understand that the Services must be performed in as expeditious a manner as may be in accord with the nature of the Services and consistent with the exercise of sound professional practices.

11.12 **Public Entity Crime.** Any Person or affiliate, as defined in 287.133 of the Florida Statutes, may not contract with the CITY, nor be allowed to enter into a subcontract for work on this Agreement, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date this Agreement was advertised for proposals, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date this Agreement was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Agreement with the CITY obtained in violation of this Section is subject to termination for cause. A subcontractor who obtains a subcontract in violation of this Section will be removed from the Project and promptly replaced by a subcontractor acceptable to the CITY at no penalty or additional cost to the CITY.

11.13 **Force Majeure.** Neither party may be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God ("Force Majeure Event"). If there is such an occurrence that impacts the ability of either party to perform their responsibilities under this Agreement, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance. If feasible, the Parties may agree to amend in writing the time periods for any Services authorized to accommodate the situation; however, should a Force Majeure Event preclude the CONTRACTOR from performing time-sensitive Services for the CITY, the CITY may terminate this Agreement and reassign Services to another CONTRACTOR at no risk, penalty, additional cost, or liability to the CITY.

11.14 **Remedies and Costs.** Unless specified otherwise herein, all remedies set forth in this Agreement are cumulative and additional, and not in lieu or exclusive of each other, or of any other remedy available to either party, at law or in equity.

11.15 **Dispute Resolution and Exclusive Venue.** As a condition precedent to the filing of any suit or other legal proceeding and if the parties do not agree to the resolution of a dispute pursuant to Section 4.7 of this Contract, the parties shall endeavor to resolve claims, disputes, or other matters in question by mediation.

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Mediation will be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the CITY shall select the mediator who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding may be filed until (i) the mediator declares an impasse, which declaration, in any event, must be issued by the mediator not later than sixty (60) days after the initial mediation conference; or (ii) sixty (60) days has elapsed since the written mediation request was made and if the other party refuses to or has not committed to attend mediation. The parties shall share the mediator's fee equally. The mediation must be held in Orange County, Florida, unless another location is mutually agreed upon in writing by the parties. Agreements reached in mediation will be enforceable as settlement agreements in any court having jurisdiction thereof. The sole and exclusive venue for any litigation arising out of or relating to this Agreement or the Services will be, if in state court, in Orange County, Florida before the County Court or Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida, or if in federal court, the Florida Middle District, Orlando Division.

11.16 **Attorneys' Fees & Litigation Costs.** In the event of mediation or litigation between the parties concerning or arising from this Agreement and unless otherwise provided by law, each party shall bear their own attorneys' fees and litigation costs except for in claims by the CITY for indemnity against CONTRACTOR under this Agreement, for which claim(s), attorneys' fees and litigation cost shall be due and payable to the prevailing party.

11.17 **Non-Appropriation.** Regardless of anything to the contrary contained in this Agreement, the CITY's payment and performance of obligations under this Agreement for each and every fiscal year of the CITY beyond the fiscal year when the Agreement is executed is subject to discretionary annual appropriation by the City Commission of funds therefore. When sufficient funds are not appropriated or otherwise made available to support the continuation of payment and performance in a subsequent fiscal period, this Agreement will be terminated on the last day of the fiscal period for which appropriations were made or at such other time as the CITY may determine, without further cost, penalty, or obligation to the CITY; provided, however, that CONTRACTOR will be paid for services rendered prior to termination of this Agreement. In no event may any obligation of the CITY under this Agreement be or constitute a general obligation or indebtedness of the CITY, a pledge of the ad valorem taxing power of the CITY, or a general obligation or indebtedness of the CITY within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall instead be payable solely from legally available revenues and funds.

11.18 **No Waiver of Sovereign Immunity.** CITY is a municipal corporation and expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with common law and § 768.28, Florida Statutes. Regardless of anything set forth to the contrary in this Agreement, nothing in this Agreement may be interpreted or otherwise deemed as a waiver of immunity or limits of liability of the CITY beyond any statutory limited waiver of immunity or limits of liability that may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort.

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Nothing in this Agreement may inure to the benefit of any third party for the purpose of allowing any claim against the CITY, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

11.19 **Scrutinized Companies.**

i. Generally. Pursuant to section 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of: 1) any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or 2) One Million Dollars ($1,000,000) or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is: (a) on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes; or (b) engaged in business operations in Cuba or Syria. By entering into this Agreement, CONTRACTOR certifies that it is in compliance with the foregoing statutory requirements.

ii. A violation of this subsection constitutes grounds for the CITY to reject any bid or proposal submission and grounds for the CITY to immediately terminate any resulting contract or agreement relating to same.

iii. Contract or renewal of contract for goods or services of One Million Dollars ($1,000,000) or greater: CONTRACTOR expressly agrees that, pursuant to section 287.135, Florida Statutes, the CITY has the exclusive right, at the CITY's option, to immediately terminate any contract for goods or services of One Million Dollars ($1,000,000) or more that is renewed or entered into on or after July 1, 2018, if the CONTRACTOR: 1) submits a false certification as to compliance with section 287.135(5), Florida Statutes; 2) is currently or has been subsequently placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or 3) is currently or has been determined to be engaged in business operations in Cuba or Syria.

iv. Contract or renewal of contract for goods or services of any amount. CONTRACTOR expressly agrees that, pursuant to section 287.135, Florida Statutes, the CITY has the express right, at the CITY's option, to immediately terminate any contract for goods or services of any amount that is renewed or entered into on or after July 1, 2018, if the CONTRACTOR: 1) is found to have been placed on the Scrutinized Companies that Boycott Israel list; or 2) is engaged in a boycott of Israel.

v. False certification. If the CONTRACTOR submits a false certification as may be required under section 287.135, Florida Statutes, then the CITY shall have all remedies afforded by law, including but not limited to, the filing of a civil action as authorized in section 287.135(5), Florida Statutes, which expressly authorizes the payment of certain penalties, all reasonable attorneys' fees and costs incurred by the CITY, and all costs for investigations that led to the finding of false certification.

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11.20 **Tobacco-Free Campus.** CONTRACTOR agrees that the performance of all work and services for the CITY will be tobacco-free as required by this paragraph. Accordingly, CONTRACTOR agrees that all of CONTRACTOR's employees, agents, and those performing work and services for the CITY at the CONTRACTOR's direction or control shall refrain from utilizing tobacco in any form within or about any CITY owned or controlled parking lots, parks, break areas, worksites, and any other public property during the term of this Agreement. CONTRACTOR agrees that this is a material term of this Agreement, and the CITY has the right to pursue all available applicable remedies under Florida law if this provision is violated, up to and including termination of this Agreement. For purposes of this subsection, the term "tobacco" shall include, but not be limited to, the following: 1) smoking or inhaling from pipes, cigars, cigarettes, cigarillos, any form of rolled tobacco, vaping, or use of e-cigarettes; or 2) utilizing chewing tobacco, plug tobacco, dip, snuff, other smokeless tobacco, or any other form of leaf tobacco product.

11.21 **Termination for Convenience.** CITY may terminate the Contract at its convenience, with or without cause, upon written notice of termination to CONTRACTOR. In the event of such a termination by CITY, CITY will be liable for the payment of all services properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders that cannot be cancelled and were placed prior to the effective date of termination, and other reasonable costs associated with the termination. Regardless of the foregoing, under no circumstances will the CITY be liable to CONTRACTOR for lost profits or overhead for work, materials, or services not performed or otherwise delivered to CITY.

11.22 **Title VI Compliance.** Title VI of the Civil Rights Act, 42 USC 2000, provides in Section 601, that "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance." CONTRACTOR, for itself, its delegates, successors-in-interest, its assigns, and its subcontractors, and as a part of the consideration hereof, does hereby covenant and agree that:

a. it shall comply with Section 601 of Title VI of the Civil Rights Act, 42 USC 2000, set forth above;

b. it shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract and shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. The failure of the CONTRACTOR to carry out these requirements constitutes a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate as set forth below; and

c. in the furnishing of services to CITY hereunder, no person may be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Contract on the grounds of such person's race, color, creed, disability, national origin, religion, or sex.

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In the event of a breach of any of the nondiscrimination and other covenants described in this paragraph, such breach will constitute a breach of this Contract, and CITY will have the right to immediately terminate this Contract in whole or in part, without liability, or seek such other remedies as CITY deems appropriate, including, but not limited to, suspension or debarment from future CITY contracts. In addition to CITY, the United States shall also have the right to enforce such laws and regulations. This nondiscrimination provision is intended to be in conformity with Title VI of the Civil Rights Act of 1964, 78 Statute 252, 42 USC 2000d to 2000d-7 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation. Disadvantaged business enterprises are defined in 49 CFR Part 26. CONTRACTOR shall require that all of its subcontractors agree and comply with the requirements of this paragraph.

11.23 **Employment Eligibility.** CONTRACTOR shall comply with § 448.095, Florida Statutes, effective January 1, 2021, and register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR. Furthermore, any subcontract the CONTRACTOR enters into with a subcontractor or subrecipient to perform work under this Agreement must contain the following language: "The subcontractor must comply with § 448.095, Florida Statutes, and register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR on or after the effective date of this contract and thereafter during the remaining term of such contract." If the CONTRACTOR fails to comply with the foregoing or § 448.095 or 448.09(1), Florida Statutes, the CITY will take action as required by § 448.095(2)(c), Florida Statutes, which may include termination of this contract. If the CITY terminates this contract due to the CONTRACTOR's or a subcontractor's (or subrecipient's) failure to comply with § 448.095 or § 448.09(1), Florida Statutes, the CONTRACTOR will be liable to the CITY for any additional costs or expenses incurred by the CITY as a result of the termination of this Agreement. Furthermore, the CONTRACTOR agrees to indemnify, defend, and hold harmless the CITY from and against any fines, sanctions, or penalties levied against the CITY by a governmental agency arising from the CONTRACTOR's failure or alleged failure to comply with this paragraph, including, but not limited to, the CITY's loss or repayment of grant funds. Pursuant to § 448.095(2)(d), Florida Statutes, any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

11.24 **Survival.** Those provisions, which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, will survive the expiration, cancellation, or termination of this Agreement.

11.25 The documents identified herein are incorporated by reference into this contract. Should clarification of a contract requirement be needed or if conflicting language is identified within these contract documents, the order of procedure shall be as follows (1 having the highest precedence):

1. The CITY's standard contract and subsequent amendments to this document.

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2. The solicitation document for **IFB9-24 – Overhead to Underground Electric Conversion** and any subsequent addenda.
3. The CONTRACTOR's pricing as set forth in **Exhibit "B."**
4. The CONTRACTOR's proposal response to **IFB9-24 – Overhead to Underground Electric Conversion.**

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, this Agreement has been fully executed on behalf of the parties hereto and by its duly authorized representatives, as of the dates listed below:

HDD OF FLORIDA, LLC

Lenny Waln

Name

DocuSigned by:
Lenny Waln
688488C9597842D...

Signature

Managing Member

Title

May 9, 2024

Date

CITY of WINTER PARK,
A FLORIDA MUNICIPAL CORPORATION

Sheila DeCiccio

Name

DocuSigned by:
Sheila DeCiccio
9597E756E320453...

Signature

Mayor

Title

May 9, 2024

Date

Approved by City Commission on

April 24, 2024.

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Exhibit "A"

Invitation for Bid

IFB

IFB9-24
OVERHEAD TO UNDERGROUND ELECTRIC CONVERSION

DEADLINE FOR QUESTIONS: March 21, 2024

RESPONSE DEADLINE: April 2, 2024, 10:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/%7Bproject.government.code%7D/projects/%7Bproject.id%7D

Sealed responses must be received and time stamped on or before the date and time referenced above electronically via City's e-Procurement Portal. Any responses received **after 10:00 am** on said date **will not be accepted under any circumstances**. Under no circumstances shall the City be responsible for untimely submissions, late deliveries, or delayed response.

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City of Winter Park
INVITATION FOR BID
Overhead to Underground Electric Conversion

I. Introduction.....
II. Bid Preparation & Submittal.....
III. Scope of Services.....
IV. Standard Terms & Conditions .....
V. Federal Provisions.....
VI. Summation of Insurance Requirements.....
VII. Pricing Proposal .....
VIII. Vendor Requirements & Acknowledgement.....

Attachments:

A - FHWA-1273 Required Provisions

B - Buy America Requirements

C - Pricing Guide for FEMA Solicitations

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1. Introduction

1.1. Summary

Electronic submissions must be received and time stamped by City of Winter Park's eProcurement portal on or before 10:00 am Tuesday, April 2, 2024. Any responses received after said time and date will not be accepted under any circumstances. Official time will be measured by the time stamp from the eProcurement portal, which shall be scrupulously observed. Under no circumstances shall City of Winter Park be responsible for untimely submissions, late deliveries, or delayed responses.

The City of Winter Park is seeking proposals to award a continuing contract to one (1) or more Contractor(s) for facility installation & maintenance services for the City of Winter Park Electric Utility. Contractor(s) shall be responsible for the installation and maintenance of various types of equipment and facilities required in the operation of the City's utility, including its city-wide undergrounding initiative, as needed and directed by the City.

1.2. Timeline

All times, dates and actions are subject to change. In accordance with F.S. 286.0113, portions of the meetings may be exempt from public meetings requirements. All interested parties are welcome to attend the non-exempt portions of the public meetings.

Release Project Date	February 12, 2024
Question Submission Deadline	March 21, 2024, 10:00am
Proposal Submission Deadline	April 2, 2024, 10:00am

2. Bid Preparation & Submittal

2.1. Obtain Documents

Documents can be downloaded by visiting the City's Procurement Portal. If you experience any problems downloading the document, please contact the OpenGov system support via the Tech Support chat on the website, email at procurement-support@opengov.com, or by phone at 650-336-7167.

2.2. Electronic Responses Due

Electronic responses must be submitted via the City's Procurement Portal by 10:00 am Tuesday, April 2, 2024. It is the Respondent's responsibility to ensure that your proposal is submitted at the proper time to the City's Procurement Portal. Proposals that, for any reason, are not so submitted will not be considered. All proposals received after 10:00 amTuesday, April 2, 2024 will not be accepted. Under no circumstances will City of Winter Park be responsible for late proposals or submissions.

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All proposals will be opened and acknowledged immediately following proposal due date and time. All proposals will be opened and acknowledged immediately following proposal due date and time. Pursuant to Florida Statute 119.071 (1)(b)1. a., sealed bids, electronic proposals or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

2.3. City is Not an Administrative Agency

To the fullest extent allowed by law, the City of Winter Park is not an administrative agency subject to the bid procedures specified in Section 120.57(3), Florida Statutes, as it may be amended.

2.4. Preparation of Bids

Bids shall be submitted using the Procurement Portal unless otherwise requested within the specification. Complete each item requested and submit one (1) original electronic copy in the City's Procurement Portal. Bids shall be submitted electronically by the Respondent where the Respondent is a corporation, limited partnership, limited liability company, or entity other than an individual. A Respondent may be requested to present evidence of its experience and qualifications and the entity's financial ability to carry out the terms of any resulting contract.

*If your response contains any information deemed confidential, provide an additional redacted version of your response labeled "**Redacted**." An electronic copy (Microsoft Word or Adobe) shall be submitted within the Vendor Requirements & Acknowledgement.*

2.5. Bid Submittal

Bids shall be submitted directly to the City's Procurement Portal. Submit bid in accordance with the instructions listed herein regarding the time and date required. Responses received after the time requirement will not be opened and will not be considered for award. It is the Respondent's sole responsibility to be sure its response is submitted to the City's Procurement Portal by 10:00 amTuesday, April 2, 2024. The City will not be responsible for any bid submitted incorrectly or formatting errors.

All bids must be prepared and submitted in accordance with the instructions provided in this Invitation for Bid (IFB). Each bid received will be reviewed to determine if it is responsive to the submission requirements outlined in the IFB. A responsive bid follows the requirements of the IFB, includes all documentation and supporting exhibits, is of timely submission, and has the appropriate signatures and acknowledgments required. Failure to comply with these requirements may deem your bid non-responsive.

Pursuant to Section 287.05701, Florida Statutes, the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor or give preference to a vendor based on the vendor's social, political, or ideological interests.

3. Scope of Services

The City of Winter Park is seeking bids for Overhead to Underground Electric Conversion and is open to all parties that meet the requirements of this solicitation.

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3.1. Introduction

The City of Winter Park is seeking proposals to award a continuing contract to one or more Contractor(s) for facility installation & maintenance services for the City of Winter Park Electric Utility. Contractor(s) shall be responsible for the installation and maintenance of various types of equipment and facilities required in the operation of the City's utility, including its city-wide undergrounding initiative, as needed and directed by the City.

3.2. Qualifications

Contractor shall be properly licensed by the State of Florida, Orange County and the City of Winter Park, as necessary, to perform the services described herein. Contractor shall be proficient in the technical knowledge and practical experience required by the services described herein. Contractor shall have available the labor force necessary to maintain project schedules established by the City. Contractor shall have the ability and equipment necessary to provide installation and maintenance services to overhead and underground facilities, including the conversion from overhead to underground. Contractor shall have adequate financial status to meet the financial obligations incident to the services required.

Proposals shall only be considered from Respondents that are regularly engaged in the services as described herein. The City, at its sole discretion, reserves the right to inspect Contractor's equipment prior to contract award.

3.3. Contractor Responsibilities

A. Contractor shall provide all labor and equipment necessary to efficiently, professionally and satisfactorily complete each job assigned by the City. Contractor shall also provide an "as-built" to the City upon completion of each job.

B. With the exception of the communication from the City to Contractor's Project Manager, Contractor shall be responsible for all necessary, proper communication to its personnel regarding the services to be performed.

C. Contractor shall be responsible for the loading/unloading, transport, assembly, testing and maintenance, in accordance with manufacturer instructions, for the successful operation of all materials required for each job. Contractor shall also account for any and all inventory in its possession, and shall return any and all unused materials to the City upon completion of the requested services. Any material that is not returned and has not been accounted for by Contractor shall be at Contractor's expense and will be charged at the current market rate.

D. Contractor shall be responsible for calling in locates for each job requested by the City prior to beginning work. In the event irrigation is not located, Contractor shall take all precautions to minimize damage to said irrigation system. Most locates can be arranged by calling 1-800-432-4770 or Sunshine One Call number 811. Contractor shall immediately notify the City should the location of the existing underground utilities require further

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verification than can be provided by Sunshine One Call, or if there are any discrepancies found between the survey and stake locations.

E. Contractor shall immediately notify the City of any and all damages caused as a result of its performance of the requested services, shall be responsible for the timely repair and/or replacement of all property damaged as a result of services performed under normal work conditions, and shall provide routine status reports to the City regarding said damage claims. The City, at its sole discretion, may waive this requirement if deemed appropriate. Replacement property must be similar to the property damaged, and the City shall inspect the repairs for approval following completion of the work by Contractor.

F. Utilizing a City-designated vendor, Contractor shall be responsible for the arrangement of any and all traffic control devices and/or personnel required in the performance of the requested services. Invoices for said traffic control devices/services shall be billed directly to the City to be handled as an owner-direct purchase. All traffic control plans must comply with the FDOT Index 600 standards as well as the City of Winter Park's Public Works, Police and Fire department regulations.

G. Contractor shall give special attention to maintaining the cleanliness of the worksite, keeping it free of trash and debris. Contractor shall ensure that no trash, debris or waste materials are left behind at the worksite, and that said materials are disposed of properly.

H. In the event a hand and/or machine trench is required in the performance of the work, Contractor shall be responsible for back-filling said trench and compacting the area. Contractor shall restore trenched and/or excavated areas in a timely manner.

I. Contractor shall bear the responsibility and any associated costs with the repair and/or replacement of any equipment belonging to and supplied by the City which is damaged, lost or stolen while in Contractor's possession.

J. If during the course of work it encounters unforeseen conditions which impact the work and could not initially be evaluated, Contractor shall immediately notify the City of said impact, and shall not proceed further without written authorization from the City.

K. Contractor shall be responsible for faulty labor and/or workmanship and, without cost to the City, shall promptly correct improper work within two (2) days receipt of notification from the City of such faulty labor and/or workmanship. Payments made in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be for a minimum of one (1) year from the acknowledgement of work completion from the City.

L. Contractor shall conform to any and all federal, state and local laws and regulations during the performance of its services. Any and all fines levied as a result of inadequacies and/or failure to comply with said laws and regulations shall be borne by Contractor. Any individual in Contractor's employ found to be non-conformant will not be permitted on the

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worksite. Continued violations by Contractor and/or its employees shall constitute cause for immediate termination of the contract.

3.4. City Responsibilities

A. City shall provide Contractor with complete and accurate drawings of the work to be performed, and shall include a projected schedule of completion.

B. City shall provide all materials required for the efficient, professional and satisfactory performance of each assigned job.

C. City shall be responsible for all project surveying and staking where required.

D. In the event that the location of the current facilities requires further verification beyond Sunshine State One Call, City shall be responsible for the arrangement and payment of any and all additional survey services.

E. City shall be responsible for any and all required inspections as well as final acceptance of satisfactory completion of each job assigned to Contractor.

3.5. Project Coordination

A. Contractor shall attend a coordination meeting – location, date & time to be decided by the City – to discuss matters relative to the performance of each Project assigned by the City, as well as additional meetings thereafter as required by the City.

B. Prior to beginning any field work at a particular job location, a field meeting MUST be held between Contractor and City to address any and all concerns regarding the work to be performed by Contractor.

C. Upon coordination with the City and, as required, property owners, Contractor shall make all necessary arrangements to avoid interference with the operation and maintenance of power, telephone, water, sewer, gas and other utility services of the properties and facilities belonging to the City of Winter Park and its residents and businesses.

D. The City may at any time inspect any and all work being performed, and shall call the attention of Contractor to any deviation from the specifications provided. These inspections may extend to any and all parts of the work, including the preparation of the materials to be installed. The City shall have sole authority to reject any services performed and/or defective materials, and to suspend any work found to be improperly performed.

E. Upon completion of the requested services, Contractor shall request a final inspection from the City. Inspection must be requested a minimum of 24 hours in advance and Contractor shall be required to be present at the work site during the inspection.

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F. In the event of a discrepancy in the interpretation of the specifications of the work, the City shall, with its sole authority and within a reasonable time period, make all decisions involving matters relating to the performance of the work.

G. Unless otherwise specified and approved by the City in writing, no work is to be performed on evenings, weekends or holidays. If deemed by Contractor to be necessary, Contractor shall notify the City a minimum of 24 hours in advance. Contractor shall not proceed with performance during restricted time periods without written approval from the City. Emergency work may be assigned verbally and followed up by a written work order within 24 hours.

H. In the event the services requested by the City are not covered under unit pricing and must be performed on a time and materials basis, the City shall provide Contractor with a scope identifying the work required. Contractor shall then submit a written estimate of the labor and, if necessary, materials required to complete the work, including identifying any additional tasks that may be required. Contractor shall not proceed with performance without written authorization from the City. Emergency work may be assigned verbally and followed up by a written work order within 24 hours.

I. In the event work is being performed on a time and materials basis, overtime work shall not be permitted unless specifically approved in writing by the City prior to the commencement of the services. Emergency overtime work may be assigned verbally and followed up by a written work order within 24 hours.

3.6. Technical Requirements

All work shall conform to the most current requirements of all applicable codes and standards belonging to the City of Winter Park and all agencies having jurisdiction, including but not limited to, ANSI and ASTM.

It shall be the responsibility of Contractor to ensure its awareness and familiarity with the most current codes and standards as they may be amended.

4. Standard Terms & Conditions

4.1. Basis of Bids/Proposals

The words "Bid" and "Proposal" shall be interpreted to have the same meaning for purposes of these specifications, terms, and conditions. Respondent will include all cost items; failure to comply may be cause for rejection. No segregated bids or proposals or assignments will be considered. It is the intent of the City to promote competitive bidding. It shall be the Respondent's responsibility to advise the Procurement Division of any language, requirements, etc., or any combination thereof, which the Respondent feels may inadvertently restrict or limit the requirements stated in the specifications to a single vendor or manufacturer. Such notification must be made in writing at least seven (7) business days prior to the opening date and time of the bid/proposal.

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4.2. Bid Surety

Each bid must be accompanied by the Respondent's money order, cashier's check, certified check, or bid bond made payable to the City of Winter Park in the amount of five percent (5%) of the amount of the bid. This amount will serve as bid surety and will be forfeited to the City as liquidated damages in the event an award is made, and the necessary contract documents and bonds are not promptly and properly executed as required. All bid surety monies submitted to the City will be held until the awarded bidder has submitted the proper paperwork. At such time as a contract satisfactory to the City has been completed with the Successful Respondent, bid surety will be returned to the unsuccessful Respondents.

4.3. Performance & Payment Bonds

Upon contract award, the Successful Respondent shall be required to furnish and pay for bonds covering the faithful performance of the contract and payment of all obligations arising thereunder by delivering to the City a Performance & Payment Bond ("P&P Bond"). The P&P Bond shall be furnished in the amount equal to one hundred percent (100%) of the annual contract price, in such a form as the City may prescribe and with a surety company acceptable to the City. The P&P Bond must be effective from the beginning of the project until the City has acknowledged satisfactory performance. Please be advised that the surety or sureties must agree to adjust the bonds to the contract price as it may be modified by approved change orders and will be deemed to legally and conclusively waive notice of such change. All bonds (Bid Surety and/or P&P) are to be issued from a company licensed to sell bonds in the State of Florida and with a rating no less than "A" in the Best Key Rating Guide. The City has the right but not the obligation to verify that these requirements are met. The P&P Bond must be delivered to the City on the specified date. Failure or neglect to deliver said bonds as specified shall be considered as having abandoned the contract. Letters of Credit are not acceptable in lieu of the required bonds. The City, in its sole discretion, reserves the right to waive this requirement.

4.4. Submission of Supporting Documents

The Successful Respondent shall furnish all required documents within ten (10) business days after notification of award. If the Successful Respondent fails to furnish the required documents within ten (10) business days, the City may withdraw the award and award to the next lowest responsive, responsible Respondent whose bid provides the best value to the City.

4.5. Bid Prices

The Respondent warrants by virtue of bidding that the prices, terms, and conditions quoted in this bid will be firm for ninety (90) days from the date of the bid opening unless otherwise specified by the Respondent and shall not be amended after the date and time of the bid opening. Any attempt by a Successful Respondent to amend said bid prices except as otherwise provided herein shall constitute a default.

Amounts specified herein are for fixed-price work or products, including all prices for equipment, labor, and materials required to perform the work or deliver the product(s) specified herein. The Respondent, having familiarized itself with the local conditions and conditions listed here, proposes to furnish all labor, materials, equipment and other items, facilities and services, without exception, for the proper execution and completion of the contract, and if awarded the contract, to complete the required work

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or deliver the required product(s) as specified within the bid/proposal package set forth by the City of Winter Park.

4.6. Invoicing & Payment

Unless otherwise agreed to by the City, payment terms will be thirty (30) days net from receipt of invoice unless an appropriate prompt payment discount is provided and accepted. Payment shall be made by the City only after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced, and the invoices are in all respects satisfactory to the City and appropriate for payment. All invoices shall bear the purchase order number or IFB number. Payment and disputes involving invoices and payments shall be governed in accordance with Part VII, Chapter 218, Florida Statutes (Local Government Prompt Payment Act).

4.7. Visa Acceptance

The City of Winter Park has implemented a purchasing card program, using the Visa platform. Successful Respondent may receive payment from the City via purchasing card in the same manner as other Visa purchases. Visa acceptance is preferred but is not the exclusive method of payment.

4.8. Taxes

The City is exempt from Federal Excise and Sales taxes. Tax exemption number: 85-8012621708C-8.

4.9. Mistakes

Respondents are expected to examine the specifications, delivery schedule, bid prices, extensions and all other instructions provided herein. Failure to do so will be at the Respondent's risk. The City is not obligated to give Successful Respondent extra payments for conditions which can be determined by examining the site and documents. In case of mistake in extended price, the unit price will govern and the Respondent's total offer will be corrected accordingly.

4.10. Contract Award

The City reserves the right to:

- award by individual item, aggregate, or none, or any combination thereof;
- award to one or more suppliers;
- cancel the bid;
- reject any or all bids;
- waive any minor informalities or technicalities in responses received, as may be deemed in the best interest of the City in the City's sole discretion.

The City reserves the right to award the contract to the lowest responsive, responsible Respondent who submits a bid meeting specifications in a way deemed most advantageous and the best value to the City in the City's sole discretion. The City further reserves the right to consider matters such as, but not limited to, the quality offered, delivery terms, and service reputation of the vendor in determining the most advantageous bid. The City reserves the right to demand additional information

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or clarification with respect to any bid or submission from one or more Respondents, with such a request being furnished to all Respondents. Failure to respond or to provide adequate information in response shall be grounds for disqualification in the sole discretion of the City. Information received upon such a request for additional information or clarification may be relied upon by the City in determining the most advantageous bid for purposes of making an award.

4.11. Contract Terms at Variance with This Document, Bid or Specifications

This formal solicitation expressly limits acceptance to the terms of this document. If the Respondent submits a bid that contains additional terms and conditions then, at the option of the City, it may award the contract to such Respondent but without the contractual terms that were included in the bid and which are inconsistent with or different from the language in this invitation, and the bid specifications and this document so long as the bid is otherwise responsive to this document and the bid specifications with the inconsistent language stricken. The Respondent hereby agrees that by making a bid based upon this invitation, that any term or condition inconsistent with this document or the bid specifications shall be null, void and stricken by the City. Without limitation, the following contract terms and provisions shall be deemed inconsistent and will be stricken:

A. Any provision that changes the venue for any type of dispute resolution to a location outside of Orange County, Florida.

B. Any provision that applies the law of any jurisdiction other than the law of Florida.

C. Any provision that provides for a dispute resolution method other than resolution in the court of appropriate jurisdiction and venue (although non-binding mediation in Orange County, Florida using a mutually agreed mediator will not be deemed inconsistent). Dispute resolution through arbitration or through any other tribunal court of appropriate jurisdiction and venue (in Orange County, Florida).

D. Any provision that provides for attorneys' fees to the prevailing party in any litigation between or among the parties is inconsistent and shall be stricken.

E. Any provision that limits the remedies and warranties available to the City under applicable provisions of Florida law shall be inconsistent and stricken. Although the Uniform Commercial Code and Florida law will allow for limitation of warranties and remedies, such limitations are also inconsistent with the intent of this formal solicitation and will be stricken from the contract if awarded. It is the intent of the parties that the City shall reserve all of its rights of warranty and remedies available to the fullest extent under Florida law, without limitation.

F. Any provision that alters the risk of loss and/or FOB point of responsibility with respect to goods in transit that are inconsistent with the provisions of this document or the bid specification shall be inconsistent and stricken.

G. Any provision that provides for the City to hold harmless and indemnify another party shall be inconsistent with this formal solicitation and stricken.

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H. Any provision that, to any extent, waives, alters or modifies, or purports to do so, the sovereign immunity rights of the City shall be deemed to be inconsistent with this formal solicitation and shall be stricken.

I. Any bid that purports to establish a lien or security interest in any property sold by the vendor or any other property of the City shall be deemed unlawful and inconsistent with this formal solicitation and stricken.

J. Any term that is proposed that would alter the rate of interest and terms for payment in a manner inconsistent with this formal solicitation shall be deemed to be stricken although to the extent the Florida Prompt Payment Act applies, that statute shall govern, with the City reserving all rights under such Act.

K. Any provision that purports to establish liability against the City for any indirect, incidental, special, or consequential damages, included but not limited to, delay damages.

4.12. Modifications & Withdrawals

Proposals may be modified at any time prior to the bid open date and time. To change a bid, login to your vendor account: https://procurement.opengov.com/portal/cityofwinterpark, go to your submitted proposal and select "Unsubmit Proposal", make the required changes, and submit the proposal again.

Proposals may be withdrawn any time before the bid open date and time. To withdraw a bid, login to your vendor account: https://procurement.opengov.com/portal/cityofwinterpark, go to your submitted proposal. select "Unsubmit Proposal."

HOWEVER – NO PROPOSAL MAY BE WITHDRAWN OR MODIFIED AFTER THE PUBLIC OPENING and shall constitute an irrevocable offer for a period of ninety (90) days to provide to the City the services set forth in this formal solicitation or until one or more of the bids have been awarded.

4.13. Disqualifications

The City of Winter Park reserves the right to disqualify bids/proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practice upon the part of the Respondent. Respondent also warrants that no one was paid or promised a fee, commission, gift or any other consideration contingent upon receipt of an award for the services or product(s) and/or supplies specified herein.

4.14. Bid Costs

Costs related to the preparation of a response to this formal solicitation are solely those of the Respondent, and the City assumes no responsibility for any such costs incurred by the Respondent.

4.15. Protests & Procurement Policy

If a protest is filed, it shall be in accordance with the procedures outlined for bid protests in the City's Procurement Policy. The Procurement Policy is incorporated herein by reference and is available online at the City of Winter Park Procurement Division website. In the event of any inconsistency or ambiguity between the terms of the Procurement Policy as compared with the terms of this document

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and the specifications at issue, the terms of this document and the specification at issue shall govern and control.

If a Respondent prevails in a protest action, the City of Winter Park's liability shall be limited to reimbursement of the actual bid costs (as defined in the section above entitled "Bid Costs") proven to have been incurred and paid by the Respondent. No other damages, including but not limited to damages for lost profits, lost business opportunity and/or compensatory or consequential damages of any type or special damages of any type shall be due to or recovered by the prevailing vendor in a bid protest, even if the contract is awarded by the City to another Respondent, if the bid protester has failed to obtain an injunction against making such award.

Any party responding to a formal solicitation issued by the City, that contends that another Respondent is disqualified from bidding for any reason, including allegation that the other entity is not legally qualified to respond or lacks appropriate visa or citizenship status, may also raise such issue through the means of a protest, and the bid protest shall be handled in the manner specified herein and in accordance with the terms of the Procurement Policy and Florida law applicable to municipal protests.

With respect to any assertion that another Respondent is not legally constituted or lacks proper citizenship or visa status, the protesting party shall offer proof of such fact prior to the award of the contract, and such proof shall be subject to the requirements of admissible evidence under Florida law as determined by the City Attorney during the course of the protest proceedings.

4.16. Agreement

The resulting Agreement or Contract, which shall include these General and Special Conditions, as well as all Amendments or Addenda issued by the City, contains all the terms and conditions agreed upon by all parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement/Contract shall be deemed to exist or to bind either party hereto. All proposed changes must be submitted to the City in writing, and approved by the City Manager, Assistant City Manager and/or City Commission in writing prior to taking effect.

4.17. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or Respondent 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 thirty-six (36) months from the date of being placed on the convicted vendor list. The Respondent shall provide a Certification of Compliance regarding the Public Crime requirements.

In submitting a bid to the City, the Respondent offers and agrees that if the bid/proposal is acceptable, the Respondent will convey, sell, assign or transfer to the City all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Winter Park. At the City's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to Respondent.

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4.18. Certificate of Insurance

The Successful Respondent and any subcontractors of the vendor shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City. The City of Winter Park has contracted with myCOI to track and establish insurance compliance with the contract terms. If awarded a contract, the Successful Respondent shall be required to register with myCOI. Respondent must submit certificates or other documentary evidence to the City via myCOI, attesting to insurance coverage for Workers' Compensation Insurance as required by the Florida Statutes, Public Liability, Property Damage Insurance, Professional Liability Insurance in the amount of one million dollars ($1,000,000), and other requirements, as summarized on and in the amounts specified on the attached Summation of Insurance Requirements. The Successful Respondent shall not commence work under any agreement until obtaining all insurance coverage under this section and until the City has approved such insurance.

The City of Winter Park shall be included as an Additional Insured on all certificates and policies pertaining to this project, except for Workers' Compensation and Professional Liability Insurance policies. Insurance companies must be licensed to do business in the State of Florida with a Best's Key Rating Guide rate of no less than "A". This information will be verified in the City's discretion, and it may be grounds for disqualification if the information is not in order.

4.19. Licenses, Permits and/or Fees

It shall be the sole responsibility of the Contractor to obtain and maintain, in good standing, any and all licenses as required to perform the Services at no additional cost to the City. It shall be the sole responsibility of the Contractor to obtain any and all necessary permits required to perform the Services. In the event they cannot be waived by the City, any and all costs incurred due to Project-specific permits and related fees required to perform the Services, as directed by the City, shall be handled as a pass-through cost to be paid by the Contractor and invoiced to the City at no additional cost.

4.20. Termination/Cancellation of Contract

The City reserves the right to cancel the contract, at any time, without cause and without penalty, with a minimum thirty (30) days written notice. Termination or cancellation of the contract will not relieve the Respondent of any obligations for any deliveries entered into prior to the termination of the contract (i.e. reports, statements of accounts, etc., that are required and not received). Termination or cancellation of the contract will not relieve the Respondent of any obligations or liabilities resulting from any acts committed by the Successful Respondent prior to the termination of the contract.

4.21. Termination for Default

The City's Procurement Division shall notify, in writing, the Respondent of deficiencies or default in the performance of its duties under the Contract, via email, or otherwise, to the address provided by the Successful Respondent in its proposal. Three (3) separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specified elsewhere in the solicitation, whether or not the Respondent has received notice of those instances of deficiency. It shall be at the City's sole discretion whether to

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exercise the right to terminate. Respondent shall not be found in default for events arising due to reasons classifiable under the category of Force Majeure.

4.22. Termination for City's Convenience

The performance of work under this contract may be terminated in accordance with this clause in whole or from the time in part whenever a City representative shall determine that such termination is in the best interest of the City. Any such termination shall be communicated by the delivery via email or otherwise to the address provided by Successful Respondent in its response of a Notice of Termination specifying the extent to which the performance of work under the contract is terminated and the date upon which such termination becomes effective. Upon such termination for convenience, Successful Respondent shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date, and the City shall have no other obligations to Successful Respondent. Successful Respondent shall be obligated to continue the performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

4.23. Post Award Termination

Unless otherwise prohibited by law, in the event the Respondent who is awarded a contract by the City through this IFB is terminated early or suspended from further work or services by the City for a default in the performance under the contract, or in the event the City rescinds a contract award to the Successful Respondent prior to execution of a contract, the City may, without commencing a new competitive procurement process and, without waiving any rights or remedies against the defaulting Respondent if applicable, contract with the next responsive and responsible Respondent that is willing and able to complete the work or services if such is determined by the City Commission to be in the City's best interest. In awarding a contract to the next responsive and responsible Respondent that is willing and able to complete the work or services, the City may accept such Respondent's original response or negotiate a contract to be consistent with the defaulting Respondent or the Respondent's whose contract award was rescinded.

4.24. Drug-Free Workplace

The Successful Respondent, its employees, subcontractors, and its employees are prohibited from unlawful drug or alcohol possession and the use, manufacture, or dispensation of controlled substances while at work and while traveling to or from work. If any employee reports to work under the influence of alcohol or drugs, the employee shall be immediately removed from the City premises by the Respondent. The Successful Respondent will be held responsible for any damages, loss, or extra expenses caused by delays incurred by such actions. The Respondent shall certify that the firm has a drug-free workplace policy in accordance with section 287.0878, Florida Statutes. Failure to submit this certification shall result in the rejection/disqualification of the bid. (See attached Drug-Free Workplace Affidavit).

4.25. Indemnification

The Successful Respondent shall be required to provide certain indemnifications in favor of the City and its employees and elected and appointed officials and officers in substantially the following form:

Successful Respondent agrees to indemnify and hold harmless the City, its employees, and elected and appointed officials and officers from all claims, judgments, damages, losses, and expense,

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including reasonable attorneys' fees, experts' fees and litigation costs incurred at all trial and appellate levels with attorneys and experts selected by the City, arising out of or resulting from the performance or nonperformance of the work or services provided within the scope of this Agreement to the extent caused in whole or part by any negligence, recklessness, or intentional wrongful misconduct of the Successful Respondent or persons employed or utilized by the Successful Respondent in the performance of any services or work rendered under this Agreement. If the type of services or work being performed under this Agreement require a maximum monetary limit of indemnification under general law, then the maximum monetary limit under this section and other indemnifications contained within this Agreement shall be two million dollars ($2,000,000) per occurrence, which the City and Successful Respondent agree bears a commercially reasonable relationship to this Agreement; otherwise, there is no maximum limit of indemnification.

Successful Respondent shall indemnify and hold harmless the City from and against any and all claims against the City, or any of its officials, officers, and employees, by any employee of the Successful Respondent or of any subcontractor arising out of or concerning the services or work performed under the Agreement between the City and the Successful Respondent. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Successful Respondent or any subcontractor under any Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

In the event these indemnification provisions or any other indemnification provision of the Agreement is deemed inconsistent with any statutory provision or common law principle, such indemnification provisions shall be severable and survive to the greatest extent possible to protect the City and the City's employees and elected and appointed officials and officers under Florida law. The required indemnifications shall survive the termination, cancellation, or expiration of the Agreement and shall not be limited by reason of any insurance coverage.

4.26. Accidents & Claims

The Successful Respondent shall be held responsible for all accidents and shall indemnify, hold harmless, and protect the City from all suits, claims, and actions brought against the City or its officials, representatives, agents, officers, and employees, and all costs, damages, or liabilities to which the City or its officials, representatives, agents, officers, and employees may be put or exposed, for any injury or alleged injury to the person(s) or property(s) of another resulting from negligence or carelessness in the performance of the work, or in the protection of the project site, or from any improper or inferior workmanship, or from inferior materials used in the work, or otherwise related to the project (see Summation of Insurance Requirements).

4.27. Laws & Regulations

The Successful Respondent at all times shall be familiar with and observe and comply with all Federal, State, Local, and Municipal laws, codes, ordinances, rules, and regulations which in any manner may apply and those which may be enacted later or bodies or tribunals having jurisdiction or authority over the work, and shall indemnify and save harmless the City against any claims or liability arising from, or based on, the violation of any such law, ordinance, rule, code, regulation, order, patent infringements, or decrees.

The Successful Respondent is assumed to have made itself familiar with all Federal, State, Local, and Municipal laws, codes, ordinances, rules, and regulations which in any manner affect those engaged

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or employed in the work or the materials or equipment used in or upon the work, or in any way affect the work or services. No plea of misunderstanding will be considered an excuse for the ignorance thereof.

In the event of any litigation or claim between a Respondent on this IFB and the City, including but not limited to any claim or litigation related to an agreement resulting from this bid process or any other type of dispute related to this IFB, the venue shall be in Orange County, Florida, where all laws, regulations, ordinances, codes, and rules of Florida and the City shall be used in the adjudication.

All responses, questions, and conversations are public information, including any literature or handouts at any subsequent presentations. All submittals are subject to the Florida Public Records Act, Chapter 119, Florida Statutes. The tender of a proposal authorizes the release of all of your company's information as submitted.

4.28. Communications

To ensure fair consideration for all prospective Respondents throughout the duration of the formal solicitation process, the City prohibits communication, whether direct or indirect, regarding the subject matter of the IFB or the specifications by any means whatsoever, whether oral or written, with any City employee, elected official, selection committee member, or representative of the City, from the date of first publication or issuance of the specifications until the Commission makes the award. Communications initiated by a Respondent may be grounds for disqualifying the offending Respondent from consideration for award of the bid or any future bid.

The sole exception to the foregoing rule is that any questions relative to the interpretation of specifications or the bid process may be submitted using the project page. Questions of a material nature must be received no later than seven (7) business days from the date and time of the public opening.

4.29. Cone of Silence

A Cone of Silence/Lobbying Blackout Period begins upon issuance of a solicitation. For awards requiring City Commission approval, the Cone of Silence/Lobbying Blackout period concludes at the meeting, during which the City Commission will be presented the award(s) for approval or a request to provide authorization to negotiate a contract. However, if the City Commission refers the item back to the City Manager and/or Procurement Division for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Blackout Period will be reinstated until such time as the City Commission meets to consider the item for action. The Cone of Silence/Blackout Period for award requiring the City Manager's approval concludes upon issuance of a Notice of Intent to Award.

4.30. Addenda

When questions arise that may affect the bid, the answers will be distributed in the form of an Addendum, which will be posted on the City's Procurement Portal. All Respondents should check the City's Procurement Portal or contact the City's Procurement Division at least seven (7) calendar days before the date fixed to verify information regarding Addenda. The City, in its sole discretion, may delay and change the scheduled due dates indicated herein. Addenda information can be downloaded by visiting the City of Winter Park Procurement Portal and selecting "Addenda & Notices". It is the sole responsibility of the Respondent to ensure they obtain information related to Addenda. Unless

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otherwise specified, all addenda must be acknowledged via the City's Procurement Portal to be considered responsive. Failure to acknowledge all addenda may result in the disqualification of the bid response.

4.31. Subcontractors

The Successful Respondent shall not employ subcontractors without the advance written permission of the Procurement Agent or Director of Electric Utility. The Successful Respondent shall be fully responsible for the services and work provided by a subcontractor under the terms of this formal solicitation. The Successful Respondent agrees that any employee or agent of the Respondent and any agent/employee of a subcontractor to the Respondent shall be removed from the City jobsite or City premises upon request by the City Manager or designee.

Such request will only be issued to remove a person if the City Manager or designee has a reasonable basis, as determined in their discretion, that the presence of such person on City property or at a City jobsite is not in the best interest of the City, or its employees, guests, visitors, or citizens. Additionally, a person may be directed to be removed if the person is reasonably deemed to be under the influence of drugs or alcohol or is behaving in any manner reasonably determined to be unacceptably disruptive or in violation of any criminal or civil law or regulation as reasonably determined by the City.

4.32. Assignability

Assignment of the contract, or any portion of the contract, cannot be made without the advance written consent of the City.

4.33. Waiver, Alterations, Consent & Modification

No waiver, alterations, consent, or modification of any of the provisions of the resulting contract shall be binding unless in writing and signed by the City Manager, Assistant City Manager and/or City Commission.

4.34. Fiscal Year Funding Appropriations

Specific Period: Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period (October 1 through September 30), at the time of contract. Payment and performance obligations for succeeding fiscal periods and any renewals are subject to appropriation by City Commission of funds prior to entering an agreement.

4.35. No General City Obligation

In no event shall any obligation of the City under any resulting agreement be or constitute a general obligation or indebtedness of the City, a pledge of the ad valorem taxing power of the City, or a general obligation or indebtedness of the City within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.

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4.36. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support the continuation of performance in a subsequent fiscal period, the resulting contract may be canceled by the City, and the Successful Respondent will be entitled to reimbursement for the reasonable value of any nonrecurring costs incurred but not advertised in the price of the supplies delivered under the contract, renewal or otherwise recoverable.

4.37. Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all Respondents should be aware that the Invitation to Bid and the responses thereto are in the public domain. However, the Respondents are requested to identify specifically any information contained in their response that they consider confidential, trade secrets, and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting or confidentiality laws that apply.

4.38. Compliance

All companies doing business with the City must do so in the English language and make bids or other money quotations in United States currency. There shall be no customs, duties or import fees added to the cost shown in the response. In the event of any legal disputes, the laws of the State of Florida and, where appropriate, the United States of America shall prevail. The venue for any court proceedings arising out of or related to this IFB or any resulting contract or purchase shall be in a court of competent jurisdiction in Orange County, Florida.

4.39. Equal Opportunity Employment

The Successful Respondent agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision will include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Each employee of the Successful Respondent shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The Successful Respondent agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 USC 4082)(c)(2), or most recent.

By entering into this Contract, the Respondent becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Pursuant to § 448.095(2)(d), Florida Statutes, any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

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If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. Failure to abide by § 448.095, Florida Statutes, makes the Respondent liable for any additional costs incurred by the City as a result of the termination of the Contract pursuant to such statute.

4.40. Fair Labor Standards Act

Successful Respondent is required to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

4.41. Unauthorized Aliens

The City shall consider the employment by the Successful Respondent of unauthorized aliens as a violation of section 274A(e) of the Immigration and Nationalization Act, as amended, and shall be considered a basis for the determination by the City of a non-responsive bid. This requirement shall be contained in any contract executed pursuant to this IFB.

4.42. False Claims

If the Successful Respondent is unable to support any part of its claim and it is determined that such inability is attributable to misrepresentations of fact or fraud on the part of the Respondent, the Respondent shall be liable to the City for an amount equal to such unsupported part of the claim in addition to all costs to the City attributable to the cost of reviewing said part of Respondent's claim. The City and Successful Respondent acknowledge that the Florida False Claims Act provides civil penalties of not more than ten thousand dollars ($10,000) plus remedies for obtaining treble damages against contractors or persons causing or assisting in causing Florida Governments to pay claims that are false when money or property is obtained from a Florida government by reason of a false claim. Respondent agrees to be bound by the provisions of the Florida False Claims Act for purposes of any resulting agreement, and the work or services performed hereunder.

4.43. Reductions in Work

The City shall have the sole right to reduce or eliminate, in whole or in part, the Scope of Services, any Project, or any Service Authorization at any time and for any reason, upon written notice to the Successful Respondent specifying the nature and extent of the reduction. In such event, the Respondent shall be fully compensated for the work or services already performed, including payment of all Project-specific fee amounts due and payable prior to the effective date stated in the City's notification of the reduction. The Respondent shall also be compensated for the work or services remaining to be done and not reduced or eliminated on the Project. However, Respondent will not be entitled to compensation for services or work not performed or that are eliminated from any resulting agreement relating to this IFB by City.

4.44. Disclaimer of Liability

The City will not hold harmless or indemnify any Respondent or any of its agents, employees, or persons or entities acting on behalf of or at the direction of Respondent for any liability whatsoever.

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4.45. Sovereign Immunity Reserved

The City reserves and does not waive any and all defenses provided to it by the laws of the State of Florida or other applicable law, and specifically reserves and does not waive the defense of sovereign immunity or any other privilege, immunity or defense afforded by law to the City and its employees, officials, and officers, including but not limited to, such sovereign immunity protections set forth in section 768.28, Florida Statutes.

4.46. Compliance with Occupational Safety & Health

Respondent certifies that all material, equipment, etc., contained in this formal solicitation meets all Occupational Safety and Health Administration ("OSHA") requirements. Respondent further certifies that if awarded as the successful qualifier, and the material, equipment, etc. delivered is subsequently found to be deficient in any OSHA requirement in effect on the day of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the qualifier. Respondent certifies that all employees, subcontractors, and agents shall comply with all OSHA and state safety regulations and requirements.

4.47. Severability

If any term, provision, or condition contained in this IFB or in any resulting agreement relating thereto shall, to any extent, be held invalid against public policy or otherwise unenforceable by a court of law, the remainder of this IFB or any resulting agreement relating thereto, or the application of such term or provision shall otherwise be fully enforceable.

4.48. Public Records

For any resulting agreement relating to this IFB, the Successful Respondent shall be required to abide by the following provisions as to Florida's Public Records Law and requirements as set forth in Chapter 119, Florida Statutes: Successful Respondent acknowledges and agrees that the City is a public entity that is subject to Florida's public records laws and as such, documents in Successful Respondent's control and possession, including sub-Respondents or subcontractors, relating to the Project and work and services performed for the City are subject to inspection pursuant to Chapter 119, Florida Statutes, unless otherwise exempt, excepted, or a record does not meet the definition of a public record under applicable law. In accordance with section 119.0701, Florida Statutes, Successful Respondent specifically agrees it shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service or the work for the project;

B. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or otherwise provided by law;

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Successful Respondent upon termination of the resulting agreement and destroy any duplicate public records that are exempt or confidential and

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exempt from public records disclosure requirements. All records stored electronically must be provided to City in a format that is compatible with the information technology systems of the City.

It is further agreed that any record, document, computerized information and program, e-mail, electronic file, memo, drawing, audio or video tape, photograph, or other writing of the Successful Respondent and its employees, sub-Respondents and associates related, directly or indirectly, to the resulting agreement, are likely considered to be Public Records whether in the possession or control of the City or the Successful Respondent, including sub-Respondents and subcontractors, unless an exemption or exception under applicable law applies. Such records, documents, computerized information and programs, e-mails, electronic files, memos, drawings, audio or video tapes, photographs, or other writings of the Successful Respondent are subject to the provisions of Chapter 119, Florida Statutes, and applicable retention schedules, and may not be destroyed without the specific written approval of the City Clerk. While in the possession and control of the Successful Respondent, all public records shall be secured, maintained, preserved, and retained in the manner specified pursuant to the Public Records Law.

Upon request by the City, the Successful Respondent shall, at its expense, within three (3) business days, supply copies of said public records to the City. All books, cards, registers, receipts, documents, and other papers in connection with the resulting contract shall, at any and all reasonable times during the normal working hours, be open and freely exhibited to the City for the purpose of examination and/or audit. Since the City's documents are of utmost importance to the conduct of City business, and because of the legal obligations imposed upon the City and Successful Respondent by the Public Records Law, Successful Respondent agrees that it shall, under no circumstances, withhold possession of any public records, including originals, copies or electronic images thereof when such are requested by the City, regardless of any contractual or other dispute that may arise between Successful Respondent and the City. Successful Respondent hereby indemnifies the City concerning any claims, damages, suits, judgments, losses, expenses, and penalties arising out of or concerning Successful Respondent's and its sub-Respondents' and subcontractors' violation of Public Records Law or this section, including for the City's attorneys' fees and costs at all trial and appellate levels.

If the Successful Respondent has questions regarding the application of Chapter 119, Florida Statutes, to the Successful Respondent's duty to provide public records relating to this agreement, contact the custodian of public records at: City Clerk, City of Winter Park, 401 South Park Avenue, Winter Park, Florida 32789; email address: CITYCLERK@CITYOFWINTERPARK.ORG; telephone number: (407) 599-3277.

Additionally, the Successful Respondent shall maintain books, records, documents, time and cost accounts, and other evidence directly related to its provision or performance of work or services under any resulting agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

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The Successful Respondent shall maintain and allow access to the records required under this section for a minimum period of five (5) years after the completion of the provision or performance of work or services under any resulting agreement relating to this IFB and the date of final payment for said work or services, or date of termination of this Agreement.

The City reserves the right to unilaterally terminate any resulting agreement if the Successful Respondent refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and other applicable law, and made or received by the Successful Respondent in conjunction, in any way, with any resulting agreement or this IFB.

If Federal, State, County, or other entity funds are used for any services or work under any resulting agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida or the County of Orange, or any representative, shall have access to any books, documents, papers, and records of the Successful Respondent which are directly pertinent to services or work provided or performed under any resulting agreement for purposes of making audit, examination, excerpts, and transcriptions.

The Successful Respondent 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.

4.49. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

4.50. Lien

No lien or security interest in any City property may be created in relation to this Agreement.

4.51. Authority to Bind City

No officer or employee has the authority to bind the City to the terms of this formal solicitation. A majority vote of a quorum of the members of the City Commission present at a duly noticed meeting held in accordance with section 286.011, Florida Statutes (the Florida Sunshine Law), shall be required to bind the City to the terms of this formal solicitation. This provision shall not apply to the extent that a particular procurement or type of purchase may be entered by the City Manager pursuant to an Ordinance of the City.

4.52. Breach

Notwithstanding any limitation of warranty or remedy, the City reserves all remedies available under Florida law in the event of a breach of the terms of this IFB. Without limitation, it will be a material breach if the Successful Respondent delivers non-conforming goods or goods or services not reasonably fit for the intended purpose.

Notwithstanding any limitation of warranty, the Successful Respondent warrants that the goods and/or services sold or provided to the City will be fit and useful for the intended purpose for which such goods and/or services were sold or provided to the City and the Successful Respondent warrants that the goods and/or services are in conformance with the representation made during the IFB process

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or are of a quality consistent with the prevailing standard for similar goods and services in the commercial market.

Unless otherwise prohibited by law, in the event the Successful Respondent is terminated or removed from further work by the City for a default in the performance under the resulting agreement, the City may, without commencing a new competitive procurement process and without waiving any rights or remedies against the defaulting Respondent, contract with the next highest ranked Respondent that is ready, willing, and able to complete the work or services if such is determined by the City to be in the City's best interest.

4.53. Limitations on Damages

If the Successful Respondent is delayed in completing its services or work through no fault or negligence of its own and, as a result, will be unable to complete performance fully and satisfactorily under the provisions of any resulting agreement relating to this IFB or any services authorization, then, in the City's reasonable discretion, and upon the submission to the City of evidence of the causes of the delay, the Respondent may be granted an extension of its Project schedule equal to the period the Respondent was actually and necessarily delayed, as Respondent's sole and exclusive remedy. In no event shall the City be liable to the Respondent for damages caused by delays, impacts, disruption, acceleration, resequencing, mobilization, demobilization, remobilization, and/or interruptions, regardless of the cause. Respondent expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays in performance of the work or services, and Respondent expressly waives any and all other remedies for any claim for increase in any resulting agreement relating to this IFB's contract price or sum, damages, expenses, losses, or additional compensation. Any submission to this IFB shall be an indication that Respondent has considered normal local weather conditions (daily and monthly variations) for the previous ten (10) years from the date of the submission as compiled by the National Weather Service and measured at the Orlando International Airport. Respondent should consider and include the impact of weather conditions and inclement weather, including but not limited to the possibility of hurricanes and tropical storms and related adverse weather conditions common to Central Florida, for purposes of any construction scheduling, sequencing, and similar items in preparation of a submission. No claims shall be made or allowed upon the schedule impact or requirements of mobilization, demobilization, or remobilization due to local weather conditions.

In no event shall the City be liable for any indirect, incidental, special damages, delay damages, or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of use, or cost of cover incurred by Successful Respondent or any third parties arising out of the agreement and/or concerning the performance of services by the Successful Respondent or by the City under the agreement or under a services authorization issued under the agreement.

4.54. Ethics

The Successful Respondent shall not engage in any action that would create a conflict of interest in the performance of the actions of any City official, officer, employee, or other person during the course of performance of, or otherwise related to, this IFB or any resulting agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Respondent hereby certifies that no officer, agent, or employee of the City has any material interest (as defined in Section 112.312 (15), Florida Statutes), over five percent (5%), either

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directly or indirectly, in the business of the Respondent to be conducted here, and that no such person shall have any such interest at any time during the term of any resulting agreement. Respondents shall warrant that they have not employed or retained any company or person other than a bona fide employee working solely for Respondent to solicit or secure any resulting agreement relating to this IFB and that Respondent has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Respondent, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of any resulting agreement relating to this IFB. For the breach or violation of this provision, the City shall have the right to terminate the resulting agreement without liability.

4.55. Dispute Resolution

Dispute resolution shall be by pre-suit mediation and litigation held in Orange County, Florida. Mediation shall be initiated by any party by serving a written request for the same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until:

A. the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference; or,

B. sixty (60) days has elapsed since the written mediation request was made in the event the other party refuses to or has not committed to attend mediation.

The parties shall share the mediator's fee equally. If pre-suit mediation does not resolve the dispute, then the dispute shall be resolved by litigation before the County Court or Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida. Each party shall bear its own costs and fees in any mediation and litigation arising out or concerning the Agreement, except as may be allowed pursuant to an indemnification provision of the Contract.

4.56. Procurement Decision

The City reserves the right to make an award consistent with the maximum discretion afforded to the City under Florida law with regard to municipal procurement. The City shall have the right to select who, in the opinion of the City, will be in the best interest of and/or the most advantageous to the City. The City also reserves the right to reject any Respondent who has previously failed in the proper performance of a contract or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. Additionally, the City reserves the right to reject all Respondents and to resolicit, or not, in its sole discretion. A decision to terminate the solicitation process may be made at any time before the City enters into a contract with a Respondent.

A recommendation of contract award does not constitute a contract. The award of contract to a Respondent is subject to City Commission approval and the execution of an Agreement with terms acceptable to the City. The City staff makes recommendations to the City Commission, and the City Commission ultimately has the authority to award contracts, including the right to re-rank Respondents differently than recommended by the City staff.

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4.57. Scrutinized Companies

Generally. Pursuant to Section 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of: any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or one million dollars ($1,000,000) or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is:

- on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
- is engaged in business operations in Cuba or Syria.
- A violation of this subsection shall constitute grounds for the City to reject any bid or proposal submission and shall constitute grounds for the City to immediately terminate any resulting contract or agreement relating to same.

Contract or renewal of contract for goods or services of one million dollars ($1,000,000) or greater. Bidder expressly agrees that, pursuant to Section 287.135, Florida Statutes, the City shall have the exclusive right, at the City's option, to immediately terminate any contract for goods or services of one million dollars ($1,000,000) or more that is renewed or entered into on or after July 1, 2018, if the Bidder:

- submits a false certification as attached herein or as may be otherwise required under Section 287.135(5), Florida Statutes;
- is currently or has been subsequently placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
- is currently or has been determined to be engaged in business operations in Cuba or Syria.

Contract or renewal of contract for goods or services of any amount. Bidder expressly agrees that, pursuant to Section 287.135, Florida Statutes, the City shall have the exclusive right, at the City's option, to immediately terminate any contract for goods or services of any amount that is renewed or entered into on or after July 1, 2018, if the Bidder is:

- found to have been placed on the Scrutinized Companies that Boycott Israel list; or
- is engaged in a boycott of Israel.

False certification. If the Bidder submits a false certification as may be required under Section 287.135, Florida Statutes, then the City shall have all remedies afforded by law, including but not limited to, the filing of a civil action as authorized in Section 287.135(5), Florida Statutes, which expressly authorizes the payment of certain penalties, all reasonable attorneys' fees and costs incurred by the City, and all costs for investigations that led to the finding of false certification.

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4.58. Electronic Signatures

In accordance with Section 668.001 through 668.06, Florida Statutes, the City will accept electronically filed and signed documents in regard to the execution of solicitations, contracts, and contract-related documents meeting the requirements as stated in the City's Procurement Policy.

4.59. Independent Contractor

Successful Respondent is, and shall be, in the performance of all work, services, and activities set forth in this IFB, an independent contractor and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed as set forth herein or relating to this IFB or as part of any resulting agreement regarding this IFB shall at all times and in all places be subject to Respondent's sole direction, supervision, and control.

The Respondent shall exercise control over the means and manner in which it and its employees perform the work or services, and in all respects, the Respondent's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees or agents of the City. The Respondent does not and shall not have the power or authority to bind the City in any promise, agreement, or representation except as may be otherwise expressly provided herein.

4.60. Tobacco-Free Campus

Successful Respondent agrees that the performance of all work and services for the City shall be tobacco-free. Accordingly, Successful Respondent agrees that all of Successful Respondent's employees, agents, and those performing work and services for the City at the Successful Respondent's direction or control shall refrain from utilizing tobacco in any form within or about any City parking lots, parks, break areas, worksites, and any other public property during the term of this Agreement. Successful Respondent agrees that this is a material term of this Agreement, and the City shall have all available applicable remedies under Florida law in the event that this provision is violated, up to and including termination of this Agreement. For purposes of this subsection, the term "tobacco" shall include, but not be limited to:

A. Smoking or inhaling from pipes, cigars, cigarettes, cigarillos, any form of rolled tobacco, vaping, or e-cigarettes;

B. Utilizing chewing tobacco, plug tobacco, dip or other smokeless tobacco, snuff, or any other form of leaf tobacco product.

4.61. Background Check Verification

Successful Respondent agrees to perform a Level I (Past 5 years) FDLE Computerized Criminal History (CCH) (FDLE CCH Website) background check in accordance with all applicable state and local laws on any assignee being assigned and prior to assignment with the City. All background checks shall be accomplished prior to any assignment or work taking place on City property. The cost of the background checks shall be borne by the Respondent. Respondent will certify that, in accordance with Section 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of their official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

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4.62. Title IV Compliance

Title VI of the Civil Rights Act, 42 USC 2000, provides in Section 601, that "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance." Respondent, for itself, its delegates, successors-in-interest, its assigns, and its subcontractors, and as a part of the consideration hereof, does hereby covenant and agree that:

A. it shall comply with Section 601 of Title VI of the Civil Rights Act, 42 USC 2000, set forth above;

B. it shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract and shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. The failure by Respondent to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as City deems appropriate as set forth below; and

C. in the furnishing of services to City hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Contract on the grounds of such person's race, color, creed, disability, national origin, religion or sex.

In the event of a breach of any of the nondiscrimination and other covenants described in this paragraph, such breach shall constitute a breach of this Contract and City shall have the right to immediately terminate this Contract in whole or in part, without liability, or seek such other remedies as City deems appropriate, including but not limited to suspension or debarment from future City contracts. In addition to City, the United States shall also have the right to enforce such laws and regulations. This nondiscrimination is in agreement with Title VI of the Civil Rights Act of 1964, 78 Statute 252, 42 USC 2000d to 2000d-7 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation. Disadvantaged business enterprises are defined in 49 CFR Part 26. Respondent shall require that all of its subcontractors agree and comply with the requirements of this paragraph.

4.63. ADA Compliance

Respondent shall ensure that any and all deliverables provided to the City and the public, including any and all services provided on behalf of the City, complies with the applicable provisions of the Americans with Disabilities Act and any regulations promulgated pursuant thereto. For the purposes of this paragraph, services or deliverables offered via the internet or intranet, in digital format, or via another online or software platform must comply with WCAG 2.0 AA in order to be deemed ADA compliant. Respondent agrees to indemnify, defend, and hold the City harmless from and against any damages, sanctions, penalties, or awards claimed or awarded against the City, which claims, sanctions, penalties, or awards arise from or in connection with the acts or omissions of the Respondent in providing services and deliverables in accordance with this paragraph.

5. Federal Provisions

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5.1. Access to Records

A. Contractor and its subcontractors agree to provide the City of Winter Park ("City"), the FEMA Administrator, any requesting Federal agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of Contractor and its subcontractors which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, and transcriptions.

B. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. Contractor agrees to provide the FEMA Administrator or authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

5.2. DHS Seal, Logo and Flags

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

5.3. Additional Remedies

In addition to any other remedies provided for in the Contract or to which City may be entitled at law or in equity, in the event of a breach or violation of the Contract by Contractor, Contractor shall be subject to debarment or suspension from consideration for the award of additional contracts from City, including but not limited to contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in Section 2-188 of the City Ordinance.

5.4. Americans with Disabilities Act of 1990 ("ADA")

Contractor and, as required, its subcontractors shall comply with the ADA, the regulations of the Federal government issued thereunder, and assurance by the City of Winter Park pursuant thereto.

5.5. Anti-Kickback

If the Contract is for construction or repair, Contractor and its subcontractors shall comply with and shall take no action which would violate the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3).

5.6. Buy America Requirements

For all types of work eligible for reimbursement under the Federal Highway Administration Emergency Relief Program or other federal Department of Transportation program, Contractor and, as required, its subcontractors shall comply with all applicable requirements contained in 23 C.F.R. § 635.410, copies of which are attached hereto and incorporated herein in Attachments section. Unless otherwise expressly permitted in City's solicitation or in writing signed by City's Procurement Manager, if steel or iron materials are to be used in the performance of work, domestic steel and iron must be used meeting the requirements of FHWA and all manufacturing processes, including application of a coating, for these materials must occur in the United States.

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5.7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of one hundred thousand dollars ($100,000) or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

5.8. Contract Work Hours and Safety Standards Act

If the Contract is a construction contract in excess of two thousand dollars ($2,000) or any other type of contract which involves the employment of mechanics or laborers in excess of two thousand five hundred dollars ($2,500), Contractor and its subcontractors shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. § 3702 and § 3704) as supplemented by Department of Labor regulations (29 C.F.R. Part 5). To the extent that such statutes and regulations apply and require the inclusion of any language into the Contract, such language shall be deemed included and made a part of the Contract as if fully reproduced therein.

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph A of this section, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, or in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this section, in the sum of ten dollars ($10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph A of this section.

C. Withholding for unpaid wages and liquidated damages. The city shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be

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determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in graphs A through D of this section.

5.9. Convicted Vendor List

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

Contractor shall immediately notify City in writing and cease all work, or cause the applicable subcontractor to cease all work, in the event that it or a subcontractor is placed on the convicted vendor list.

5.10. Davis-Bacon Act

If the Contract is a construction contract in excess of two thousand dollars ($2,000) and if required by the applicable federal grant program legislation, Contractor and its subcontractors shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a to § 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5). The wage rate tables set forth on Florida Department of Transportation's website located at https://www.fdot.gov/construction/wage.shtm are hereby incorporated herein by this reference. For purposes of clarification and mutual understanding, the Davis-Bacon Act does not apply to debris removal agreements unless done in conjunction with a construction project.

5.11. Debarment & Ineligibility

Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Contractor shall not employ any subcontractor that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Contractor shall include such requirement in writing in its subcontracts. In the event that Contractor or any of its subcontractors becomes debarred, suspended, proposed for debarment, ineligible or excluded from performing any work hereunder, Contractor shall immediately cease, or cause its sub-contractor to cease all work and notify City in writing. Contractor and its subcontractors shall each execute and submit to City prior to performing

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any work hereunder a debarment certification in the form and content set forth in the Contract solicitation or as otherwise specified by City.

5.12. Disadvantaged Business Enterprise Program

Successful Contractor must meet FEMA procurement and contracting requirements. It shall be the responsibility of the successful Contractor to ensure compliance with any and all Federal, State and local laws and standards required as a condition of receiving public assistance funding for contract costs for eligible work, including conducting all necessary affirmative steps to ensure the utilization of disadvantaged business enterprises when possible. If you have any questions regarding this information, please contact City's Procurement Division at 407-643-1627.

5.13. Discriminatory Vendor List

In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or Contractor under a contract with any public entity and may not transact business with any public entity. In addition, an entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or has further been determined by the federal or Florida Department of Transportation to be a non-responsible contractor may not submit a bid, or other response to a solicitation, or perform work for the construction or repair of a public building or public work on a contract with City. Contractor shall immediately notify City in writing and cease all work, or cause the applicable subcontractor to cease all work, in the event that it or a subcontractor is placed on the discriminatory vendor list or had its Certificate of Qualification suspended, revoked, denied or has been determined by the federal or Florida Department of Transportation to be a non-responsible contractor or Contractor.

5.14. Energy Efficiency

Contractor and its subcontractors shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Florida energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

5.15. Clean Air Act

A. If the Contract is in excess of one hundred thousand dollars ($100,000), Contractor and its subcontractors shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C § 7401 et seq.

B. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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C. Contractor agrees to include these requirements in each subcontract exceeding one hundred fifty thousand dollars ($150,000) financed in whole or in part with Federal assistance provided by FEMA.

5.16. Federal Water Pollution Control Act

A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

B. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. Contractor agrees to include these requirements in each subcontract exceeding one hundred fifty thousand dollars ($150,000) financed in whole or in part with Federal assistance provided by FEMA.

5.17. Equal Employment Opportunity

Contractor shall comply with Section 13.36(e) of Title 44 of the Code of Federal Regulations entitled, "Emergency Management and Assistance." In addition, if the Contract is a construction contract in excess of ten thousand dollars ($10,000), Contractor and its subcontractors shall also comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapter 60). To the extent that such Orders and regulations apply and require the inclusion of any language into the Contract, including but not limited to the language contained in 41 C.F.R. 60-1.4(b) and 60- 4.3 if required, such language shall be deemed included and made a part of the Contract as if fully reproduced therein.

5.18. E-Verify Program

Contractor shall utilize the U.S Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by Contractor during the term of the Contract.

In addition, Contractor shall require any subcontractors performing work or providing services pursuant to the Contract to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Contract. Contractor shall provide to City, within thirty (30) days of the effective date of this Contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

Contractor further agrees that it will require each subcontractor that performs work under this Contract to enroll and participate in the E-Verify Program on the same terms as Contractor. Contractor shall obtain from its subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to City upon request.

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5.19. Fees & Commissions

Contractor warrants that it has not:

A. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration any company or person, other than bona fide personnel working solely for Contractor, to solicit or secure this Contract;

B. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this Contract; and

C. that it has not paid, or agreed to pay, or given or offered any fee, contribution, donation, commission, percentage, brokerage, consideration, gift, loan, or anything of value ("Value") to any person, company, corporation, individual, organization or firm, other than bona fide personnel working solely for Contractor, in connection with, consideration for, or contingent upon, or resulting from the award or making of this Contract.

Contractor further warrants and agrees that no member of, or delegate to, the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom. It is understood and agreed to by Contractor that, for the breach or violation of this paragraph, City shall have the right to immediately terminate this Contract without liability and at its sole discretion, and to deduct from the contract price, or to otherwise recover, the full amount of any Value.

5.20. FHWA Requirements

or all types of work eligible for reimbursement under the Federal Highway Administration Emergency Relief Program or other federal Department of Transportation program, Contractor and, as required, its subcontractors shall comply with all applicable requirements contained in FHWA Form 1273, a copy of which is attached hereto and incorporated herein in the attachments section.

5.21. Hurricane & Disaster Relief Funding

As a result of hurricanes or other natural or man-made disasters ("Disaster Events"), the City of Winter Park has or may in the future apply to the State of Florida or Federal government for funds which will be used to pay Contractor or reimburse City for payments made to Contractor under the Contract, including but not limited to funds from the Federal Highway Administration ("FHWA") Emergency Relief Program and from the Federal Emergency Management Agency ("FEMA") under its public assistance program. The selected Contractor shall be familiar with and comply with: (i) all laws, rules, regulations and programmatic requirements of the FHWA Emergency Relief Program for eligible costs incurred thereunder with respect to work related to federal-aid highways and roads; and (ii) all laws, rules, regulations and programmatic requirements of the FEMA public assistance program for all other Disaster Events related work, including work related to federal-aid highways and roads not otherwise eligible for payment or reimbursement under the FHWA Emergency Relief Program, unless otherwise directed by City.

5.22. Indemnity of Funding Entities

Contractor agrees to indemnify and hold harmless the State of Florida, the Federal Government and its agencies, including but not limited to the Federal Highway Administration and the Federal

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Emergency Management Agency, and the City of Winter Park, and their officers, agents, employees and elected officials, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers', agents', employees' and subcontractors' acts or omissions associated with this Contract.

5.23. Interest in Contract

No member, officer, or employee of the Florida Department of Transportation or City during his or her tenure or for two years thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof. Contractor shall insert the above sentence in each of its subcontracts.

5.24. Lobbying Activities

Firms responding to or receiving an award for this solicitation shall comply with 44 C.F.R., Part 18 regarding lobbying activities on federal-aid contracts. Firms responding to this solicitation should execute and return with their response an executed copy of Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts in the Vendor Questionnaire Section. A contract shall not be awarded to a respondent who does not submit the certification form at the time of submittal or within seven (7) days of the date City requests the certification form be submitted.

5.25. National Environmental Policy Act

For all types of work eligible for reimbursement under the Federal Highway Administration Emergency Relief Program or other federal Department of Transportation program, Contractor and, as required, its subcontractors shall coordinate with the City of Winter Park and the Florida Department of Transportation to ensure compliance with the requirements of National Environmental Policy Act of 1969.

5.26. Prohibition on Convict Labor

For all types of work eligible for reimbursement under the Federal Highway Administration Emergency Relief Program or other federal Department of Transportation program, Contractor and, as required, its subcontractors shall comply with the convict labor prohibition in 23 U.S.C. 114. Convict labor cannot be used in Emergency Relief construction projects.

5.27. Record Retention

Contractor and its subcontractors shall retain all records related to the Contract for five (5) years after receipt of final payment under the Contract and all other pending matters related to the Contract are closed. If any litigation, claim or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. Notwithstanding the preceding for work performed related to a disaster event for which City has applied for reimbursement or funding from FHWA or FEMA, all records shall be retained for the longer of the period set forth above or five (5) years from the date of final closeout of the disaster by the federal agency.

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5.28. Reporting Requirements: Patent & Copyrights

Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of FHWA, FEMA, and the State of Florida, Department of Community Affairs, pertaining to:

A. reporting;

B. patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Contract; and

C. to copyrights and rights in data, applicable to contracts subject to payment or reimbursement from funding made pursuant to a Disaster Relief Funding Agreement, or similar agreement, with City. The federal awarding agency and, if applicable, any intermediary state agency, and City shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for governmental purposes (i) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant, and (ii) any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

5.29. Rights to Inventions Made Under a Contract or Agreement

Contractor shall comply with the standards and policies regarding patent rights contained in 37 C.F.R. 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

5.30. Compliance with Federal Law, Regulations, and Executive Orders

Contractor acknowledges that FEMA financial assistance will be used to fund the contract only. Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

5.31. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

5.32. Program Fraud and False or Fraudulent Statements or Related Acts

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this contract.

5.33. Subcontracting & Payment to Subcontractors

Contractor shall self-perform such percentage of the work related to a Disaster Event as may be required by the state or federal program providing reimbursement. Unless otherwise authorized by City in writing, for all types of work eligible for reimbursement under the Federal Highway Administration Emergency Relief Program or other federal Department of Transportation program, in accordance with the provisions of 23 C.F.R. 635.116, Contractor shall perform a minimum of thirty percent (30%) of all such work. With respect to all work under the Contract, Contractor shall pay each

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of its subcontractors, including DBE subcontractors, for all work satisfactorily performed within thirty (30) days from receipt of billing by the subcontractor, not contingent upon payment from City. Contractor further agrees to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of City.

5.34. Suspension & Debarment

A. This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. Contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5.35. Termination for Convenience

City may terminate the Contract at its convenience with or without cause upon written notice of termination to Contractor. In the event of such a termination by City, City shall be liable for the payment of all work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be canceled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall City be liable to Contractor for lost profits or overhead for work, materials or services not performed or delivered to City.

5.36. Title VI Compliance

Title VI of the Civil Rights Act, 42 U.S.C. 2000, provides in Section 601, that "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." Contractor, for itself, its delegates, successors-in-interest, its assigns, and its subcontractors, and as a part of the consideration hereof, does hereby covenant and agree that:

A. it shall comply with Section 601 of Title VI of the Civil Rights Act, 42 U.S.C. 2000, set forth above;

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B. it shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract and shall carry out the applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. The failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as City deems appropriate as set forth below; and

C. in the furnishing of services to City hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Contract on the grounds of such person's race, color, creed, disability, national origin, religion or sex.

In the event of a breach of any of the nondiscrimination and other covenants described in this paragraph, such breach shall constitute a breach of this Contract and City shall have the right to immediately terminate this Contract in whole or in part, without liability, or seek such other remedies as City deems appropriate, including but not limited to suspension or debarment from future City contracts. In addition to City, the United States shall also have the right to enforce such laws and regulations. This nondiscrimination is in agreement with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-7 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation. Disadvantaged business enterprises are defined in 49 C.F.R. Part 26. Contractor shall require that all of its subcontractors agree and comply with the requirements of this paragraph.

6. Summation of Insurance Requirements

Consultant shall ensure that all sub-consultants and/or subcontractors comply with the same insurance requirements that he/she is required to meet. Consultant shall provide the City via myCOI with certificates of insurance meeting the required insurance provisions.

The City of Winter Park must be included as an ADDITIONAL INSURED on the Insurance Certificate for Commercial General Liability where required.

The Certificate Holder shall be named as City of Winter Park.

6.1. Standard

A. **General Liability** (occurrence)

1. $1,000,000 each occurrence,

2. $2,000,000 general aggregate,

B. **Auto Liability** (All-owned autos, hired autos, non-owned autos)

1. $1,000,000 bodily injury per person,

2. $2,000,000 bodily injury per accident,

C. **Workers Comp** (WC Statutory Limits)

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1. $500,000 EL each accident,
2. $500,000 EL disease-EA employee,
3. $500,000 EL disease-EA policy limit,

Additional Requirements - Division Name: Procurement Vendors, 30 Days' Notice of Cancellation Required.

Additional Requirements for General Liability - Additional Insured applies to General Liability, must provide a physical copy of the Additional Insured Endorsement for Ongoing and Completed Operations (CG 2010 0413 and CG 2037 0413 or their equivalent) in addition to the certificate of insurance, please confirm on the certificate or by uploading endorsement(s) that Additional Insured applies to this policy,

Additional Insured Names: The City of Winter Park, Waiver of Subrogation, Primary Non-Contributory Language

7. Pricing Proposal

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the IFB documents, including all plans, specifications, and all addenda, if any, for the Overhead to Underground Electric Conversion Project:

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. If any of the above discrepancies exist, the City may recalculate the bid price on the basis of the unit price and the bidder agrees to be bound by such recalculation. Final payment shall be determined by the City from measured quantities of work performed based upon the unit price.

UNIT GROUP "BGA" - HAND TRENCHING UNDER DIFFICULT CONDITIONS

Hand-dug trench and backfill under difficult surface/subsurface conditions, 12" maximum width, to depth as indicated. Pricing units per linear foot of trench

Line Item	Code	Description	Unit of Measure	Unit Price
1	BGA1	24" depth	ft	
2	BGA2	30" depth	ft	
3	BGA3	36" depth	ft	

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Line Item	Code	Description	Unit of Measure	Unit Price
4	BGA4	42" depth	ft	
5	BGA5	48" depth	ft	
6	BGA6	Each additional 6" in depth	ft	

UNIT GROUP "EA" - HAND TRENCHING

Hand-dug trench and backfill under normal surface/subsurface conditions, 12" maximum width, to depth as indicated. Pricing units per linear foot of trench.

Line Item	Code	Description	Unit of Measure	Unit Price
1	EA1	24" depth	ft	
2	EA2	30" depth	ft	
3	EA3	36" depth	ft	
4	EA4	42" depth	ft	
5	EA5	48" depth	ft	
6	EA6	Each additional 6" in depth	ft	

UNIT GROUP "EB" - MACHINE TRENCHING

Machine-dug trench (utilizing a backhoe) and backfill, 12" maximum width, to depth as indicated. Pricing units per linear foot of trench.

Line Item	Code	Description	Unit of Measure	Unit Price
1	EB1	24" depth	ft	
2	EB2	30" depth	ft	
3	EB3	36" depth	ft	

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Line Item	Code	Description	Unit of Measure	Unit Price
4	EB4	42" depth	ft	
5	EB5	48" depth	ft	
6	EB6	Each additional 6" in depth	ft	
7	EB7	Each additional 6" in width	ft	

UNIT GROUP "EC" - REMOVAL & REPLACEMENT OF PAVING

These units are to be used for the removal/replacement of pavement when required by site conditions. All material and labor shall be provided by Contractor. Pricing units are per square foot of area removed or replaced, and shall include disposal of excess materials & debris.

Line Item	Code	Description	Unit of Measure	Unit Price
1	EC1	Removal of asphalt pavement, 2" thick or less	sq ft	
2	EC2	Replacement of asphalt pavement, 2" thick or less	sq ft	
3	EC3	Removal of limerock base, 8" thick or less	sq ft	
4	EC4	Replacement of limerock base, 8" thick or less	sq ft	
5	EC5	Removal of lime rock base, 12" thick	sq ft	
6	EC6	Replacement of lime rock base, 12" thick	sq ft	
7	EC7	Removal of concrete, 6" thick or less	sq ft	
8	EC8	Replacement of concrete, 4" thick	sq ft	
9	EC9	Replacement of concrete, 6" thick	sq ft	

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Line Item	Code	Description	Unit of Measure	Unit Price
10	EC10	Removal/Replacement of each additional inch of concrete more than 6"	sq ft	

UNIT GROUP "ED" - LANDSCAPING

These units are to be used for the replacement of landscaping disturbed during performance of the work. Contractor shall provide all materials and labor. Pricing units are per square foot of area and shall include the disposal of excess materials & debris.

Line Item	Code	Description	Unit of Measure	Unit Price
1	ED1	Replace sod with similar sod type	sq ft	
2	ED2	Rake, mulch and seed with grass	sq ft	

UNIT GROUP "GA" - INSTALLATION OF CONDUIT UNDER 200'

These units are to be used for the installation of conduit, in advance of cable pulling, in an existing trench at locations other than street crossings. Pricing units are per linear foot of conduit installed and shall not include any costs associated with trenching.

Line Item	Code	Description	Unit of Measure	Unit Price
1	GA1	1" - 3" PVC conduit, 24" depth	ft	
2	GA2	1" - 3" PVC conduit, 30" depth	ft	
3	GA3	1" - 3" PVC conduit, 36" depth	ft	
4	GA4	1" - 3" PVC conduit, 42" depth	ft	
5	GA5	1" - 3" PVC conduit, 48" depth	ft	
6	GA6	1" - 3" PVC conduit, 54" depth	ft	
7	GA7	Each additional 1" - 3" PVC conduit	ft	

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Line Item	Code	Description	Unit of Measure	Unit Price
8	GA8	4" - 6" PVC conduit, 36" depth	ft	
9	GA9	4" - 6" PVC conduit, 42" depth	ft	
10	GA10	4" - 6" PVC conduit, 48" depth	ft	
11	GA11	4" - 6" PVC conduit, 54" depth	ft	
12	GA12	Each additional 4" - 6" PVC conduit	ft	

UNIT GROUP "GB" - INSTALLATION OF ELBOWS

These units are to be used for the installation of conduit elbows/sweeps which terminate trenches. All materials to be provided by City. Pricing units are per each elbow/sweep installed and shall not include any costs associated with trenching.

Line Item	Code	Description	Unit of Measure	Unit Price
1	GB1	Install 1" - 1.25" PVC elbow, 45° or 90°, 24" radius	ea	
2	GB2	Install 2" - 3" PVC elbow, 45° or 90°, 24" radius	ea	
3	GB3	Install 4" PVC elbow, 45° or 90°, 24" radius	ea	
4	GB4	Install 6" PVC elbow/sweep, 45° or 90°, 48" radius	ea	
5	GB5	Install 1" - 1.25" steel elbow, 45° or 90°, 24" radius	ea	
6	GB6	Install 2" - 3" steel elbow, 45° or 90°, 24" radius	ea	
7	GB7	Install 4" steel elbow, 45° or 90°, 24" radius	ea	

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Line Item	Code	Description	Unit of Measure	Unit Price
8	GB8	Install 6" steel elbow/sweep, 45° or 90°, 48" radius	ea	

UNIT GROUP "JA" - PLACEMENT/REMOVAL OF EQUIPMENT & MATERIALS

These units are to be used for the placement/removal of equipment & materials to be supplied by the City. The pricing units are for the completed installation or removal, and shall include the picking up of the equipment/materials from the warehouse, delivery to the work site and placement, or vice versa for the removal. No cable makeup shall be included in this unit pricing.

Line Item	Code	Description	Unit of Measure	Unit Price
1	JA1	Place secondary pedestal/handbox	ea	
2	JA2	Place precast concrete single-phase transformer pad (25 - 167 kVA)	ea	
3	JA3	Place single-phase transformer on pad (25 - 167 kVA)	ea	
4	JA4	Place precast concrete three-phase transformer pad (75 - 300 kVA)	ea	
5	JA5	Place three-phase transformer on pad (75 - 300 kVA)	ea	
6	JA6	Place precast concrete three-phase transformer pad (500 - 2500 kVA)	ea	
7	JA7	Place three-phase transformer on pad (500 - 2500 kVA)	ea	
8	JA8	Place fiberglass primary pull-box (approx. 24" x 36" x 24")	ea	
9	JA9	Place fiberglass primary pull-box (approx. 36" x 60" x 48")	ea	
10	JA10	Place fiberglass primary pull-box (approx. 36" x 96" x 48")	ea	

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Line Item	Code	Description	Unit of Measure	Unit Price
11	JA11	Place single-phase primary enclosure on concrete pad (approx. 24" x 30" x 30")	ea	
12	JA12	Place three-phase primary enclosure (approx. 24" x 60" x 30") on fiberglass sleeve (approx. 24" x 67" x 30")	ea	
13	JA13	Place primary junction with fiberglass base	ea	
14	JA14	Install 2 ground rods with coupling and test	ea	
15	JA15	Install 1 additional ground rod	ea	
16	JA16	Install 4/0 str. Cu. grounding conductor in manholes and switch gear, including connection to ground rod	ea	
17	JA17	Removal of secondary pedestal/handbox	ea	
18	JA18	Removal of padmount transformer	ea	
19	JA19	Removal of transformer pad	ea	
20	JA20	Install/Set switch pit	ea	
21	JA21	Install/Set switch gear	ea	
22	JA22	Core bore fiberglass pullbox	ea	
23	JA23	Core bore concrete manhole	ea	
24	JA24	Removal of switch gear	ea	
25	JA25	Removal of switch pit	ea	

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UNIT GROUP "JC" - INSTALLATION/REMOVAL OF PRIMARY CABLE

Installation/Removal of primary cable in/from existing conduit. The pricing units shall be in feet for the length of the conduit run; length of cable used in required cable stub-ups shall not be chargeable under this unit group. Cable will be supplied to contractor on single conductor reels, unless otherwise noted. Cable removed shall be returned to the City in hand coils or replaced at current market rate.

Line Item	Code	Description	Unit of Measure	Unit Price
1	JC1	Install 1 - 1/0 Al., 15 kV cable	ft	
2	JC2	Remove 1 - 1/0 Al., 15 kV cable	ft	
3	JC3	Install 3 - 1/0 Al., 15 kV cable	ft	
4	JC4	Remove each additional 3 - 1/0 Al., 15 kV cable	ft	
5	JC5	Install 3 - 500 kcmil Al., 15 kV cable	ft	
6	JC6	Remove 3 - 500 kcmil Al., 15 kV cable	ft	
7	JC7	Install 3 - 1000 kcmil Al., 15 kV cable	ft	
8	JC8	Remove 3 - 1000 kcmil Al., 15 kV cable	ft	
9	JC9	Install additional 250 - 350 kcmil, 600V neutral with 500 - 1000 kcmil, 15 kV cable	ft	
10	JC10	Install single-phase riser, 1/0, 15 kV cable	ea	
11	JC11	Install three-phase riser, 1/0, 15 kV cable	ea	
12	JC12	Install feeder riser, 500 - 1000 kcmil, 600A switch & taps	ea	

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Line Item	Code	Description	Unit of Measure	Unit Price
13	JC13	Install three-phase cutout, bracket, arrestor	ea	
14	JC14	Install single-phase, cutout, bracket, arrestor	ea	

UNIT GROUP "JD" - INSTALLATION/REMOVAL OF SECONDARY CABLE

Installation/Removal of secondary cable in/from existing conduit. The pricing units shall be in feet for the length of the conduit run; length of cable used in required cable stub-ups shall not be chargeable under this unit group. Cable will be supplied to contractor on single conductor reels, unless otherwise noted. Cable removed shall be returned to the City in hand coils or replaced at current market rate.

Line Item	Code	Description	Unit of Measure	Unit Price
1	JD1	Install 2 - #6 Al. cable	ft	
2	JD2	Remove 2 - #6 Al. cable	ft	
3	JD3	Install 1 - 1/0 Al. triplex cable	ft	
4	JD4	Remove 1 - 1/0 Al. triplex cable	ft	
5	JD5	Install each additional 1/0 Al. triplex cable	ft	
6	JD6	Remove each additional 1/0 Al. triplex cable	ft	
7	JD7	Install 1 - 4/0 Al. triplex cable	ft	
8	JD8	Remove 1 - 4/0 Al. triplex cable	ft	
9	JD9	Install each additional 4/0 Al. triplex cable	ft	
10	JD10	Remove each additional 4/0 Al. triplex cable	ft	

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Line Item	Code	Description	Unit of Measure	Unit Price
11	JD11	Install 1 - 4/0 Al. quadplex cable	ft	
12	JD12	Install 1 - 350 kcmil Al. triplex cable	ft	
13	JD13	Remove 1 - 350 kcmil Al. triplex cable	ft	
14	JD14	Install each additional 350 kcmil Al. triplex cable	ft	
15	JD15	Remove each additional 350 kcmil Al. triplex cabe	ft	
16	JD16	Install 1 - 350 kcmil Al. quadraplex cable	ft	
17	JD17	Install 1 - 500 kcmil Al. triplex cable	ft	
18	JD18	Remove 1 - 500 kcmil Al. triplex cable	ft	
19	JD19	Install 1 - 500 kcmil quadraplex cable	ft	
20	JD20	Remove 1 - 500 kcmil Al. quadraplex cable	ft	
21	JD21	Install riser, 1/0 - 500 Al. triplex (lift pole/service)	ea	
22	JD22	Install riser, 1/0 - 500 Al. triplex (transformer pole)	ea	
23	JD23	Meter can tap-up	ea	
24	JD24	Meter can riser (install conduit from 90° to can male adapter)	ea	
25	JD25	Rear lot riser	ea	

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Line Item	Code	Description	Unit of Measure	Unit Price
26	JD26	Pull rear lot secondary, 4/0 - 500 triplex	ft	
27	JD27	Clean conduit and install mule tape	ft	

UNIT GROUP "MA" - MISCELLANEOUS

Line Item	Code	Description	Unit of Measure	Unit Price
1	MA1	Dewatering of trench, less than 50'	ft	
2	MA2	Dewatering of trench, 50' - 200'	ft	
3	MA3	Dewatering of trench, more than 200'	ft	
4	MA4	High potential acceptance testing, 15 kV cable	ea	
5	MA5	Installation of 40lb bag of concrete in trench	ea	
6	MA6	Installation of protective bollard, Duke Energy Florida spec 27.06-06	ea	

UNIT GROUP "OH" - INSTALLATION/REMOVAL OF OVERHEAD EQUIPMENT

Installation/Removal of overhead facilities. The pricing units shall be in feet for the length of the cable, or each for individual pieces of equipment.

Line Item	Code	Description	Unit of Measure	Unit Price
1	OH1	Install/Set concrete pole 30'	ea	
2	OH2	Install/Set pole, 30 - 55'	ea	
3	OH3	Remove pole 30-55'	ea	

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Line Item	Code	Description	Unit of Measure	Unit Price
4	OH4	Pole "wreck-out" - untie primary, remove crossarm	ea	
5	OH5	Remove primary cable, 1/0 - 3/0, including neutral	ft	
6	OH6	Remove secondary cable	ft	
7	OH7	Remove riser/transformer, front lot	ea	
8	OH8	Remove riser/transformer, rear lot	ea	
9	OH9	Pole topping, front lot	ea	
10	OH10	Pole topping, rear lot	ea	
11	OH11	Install guy and wire	ea	
12	OH12	Remove pole, rear lot	ea	
13	OH13	Pole wreck out, rear lot	ea	
14	OH14	Remove primary, rear lot, 1/0 - 3/0	ea	
15	OH15	Remove secondary, rear lot	ea	
16	OH16	Remove guy/anchor, front or rear lot	ea	

UNIT GROUP "SA" - NEW UG SERVICE WITHOUT LANDSCAPING

These units are to be used for the installation of new UG services where there is no existing landscaping, grass or sprinklers. Pricing units shall include machine trenching (24" cover) & backfill, installation of PVC conduit system & cable, and connecting at the meter & source. Pricing units are per linear foot.

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Line Item	Code	Description	Unit of Measure	Unit Price
1	SA1	2" PVC conduit, 1/0 triplex or smaller, 200' or less	ft	
2	SA2	3" PVC conduit, 1/0 - 4/0 triplex, 100' or less	ft	
3	SA3	3" PVC conduit, 1/0 - 4/0 triplex, 101' - 200'	ft	
4	SA4	3" PVC conduit, 1/0 - 4/0 triplex, 201' - 300'	ft	
5	SA5	4" PVC conduit, 350 - 500 MCM triplex, 100' or less	ft	
6	SA6	4" PVC conduit, 350 - 500 MCM triplex, 101' - 200'	ft	
7	SA7	4" PVC conduit, 350 - 500 MCM triplex, 201' - 300'	ft	
8	SA8	3" PVC conduit, 1/0 - 4/0 quadraplex, 100' or less	ft	
9	SA9	3" PVC conduit, 1/0 - 4/0 quadraplex, 101' - 200'	ft	
10	SA10	3" PVC conduit, 1/0 - 4/0 quadraplex, 201' - 300'	ft	
11	SA11	4" PVC conduit, 350 - 500 MCM quadraplex, 100' or less	ft	
12	SA12	4" PVC conduit, 350 - 500 MCM quadraplex, 101' - 200'	ft	
13	SA13	4" PVC conduit, 350 - 500 MCM quadraplex, 201' - 300'	ft	

UNIT GROUP "SB" - NEW UG SERVICE, HAND-DIG

These units are to be used for the installation of new UG services where there is existing landscaping, grass or sprinklers, making machine trenching impractical. Pricing units shall

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include hand-trenching (24" cover) & backfill, installation of PVC conduit system & cable, and connecting at the meter & source. Pricing units are per linear foot.

Line Item	Code	Description	Unit of Measure	Unit Price
1	SB1	2" PVC conduit, 1/0 triplex or smaller, 200' or less	ft	
2	SB2	3" PVC conduit, 1/0 - 4/0 triplex, 100' or less	ft	
3	SB3	3" PVC conduit, 1/0 - 4/0 triplex, 101' - 200'	ft	
4	SB4	3" PVC conduit, 1/0 - 4/0 triplex, 201' - 300'	ft	
5	SB5	4" PVC conduit, 350 - 500 MCM triplex, 100' or less	ft	
6	SB6	4" PVC conduit, 350 - 500 MCM triplex, 101' - 200'	ft	
7	SB7	4" PVC conduit, 350 - 500 MCM triplex, 201' - 300'	ft	
8	SB8	3" PVC conduit, 1/0 - 4/0 quadraplex, 100' or less	ft	
9	SB9	3" PVC conduit, 1/0 - 4/0 quadraplex, 101' - 200'	ft	
10	SB10	3" PVC conduit, 1/0 - 4/0 quadraplex, 201' - 300'	ft	
11	SB11	4" PVC conduit, 350 - 500 MCM quadraplex, 100' or less	ft	
12	SB12	4" PVC conduit, 350 - 500 MCM quadraplex, 101' - 200'	ft	
13	SB13	4" PVC conduit, 350 - 500 MCM quadraplex, 201' - 300'	ft	

UNIT GROUP "SC" - NEW UG SERVICE ONLY

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These units are to be used for the installation of new UG services where the service conduit has been previously installed. Pricing units shall include stubbing the conduit into the City's transformer/hand box/pedestal, installation of the cable, and connecting at the meter & source. Pricing units are per each service installation.

Line Item	Code	Description	Unit of Measure	Unit Price
1	SC1	1/0 - 4/0 triplex, 100' or less	ea	
2	SC2	1/0 - 4/0 triplex, 101' - 200'	ea	
3	SC3	1/0 - 4/0 triplex, 201' - 300'	ea	
4	SC4	350 - 500 MCM triplex, 100' or less	ea	
5	SC5	350 - 500 MCM triplex, 101' - 200'	ea	
6	SC6	350 - 500 MCM triplex, 201' - 300'	ea	
7	SC7	1/0 - 4/0 quadraplex, 100' or less	ea	
8	SC8	1/0 - 4/0 quadraplex, 101' - 200'	ea	
9	SC9	1/0 - 4/0 quadraplex, 201' - 300'	ea	
10	SC10	350 - 500 MCM quadraplex, 100' or less	ea	
11	SC11	350 - 500 MCM quadraplex, 101' - 200'	ea	
12	SC12	350 - 500 MCM quadraplex, 201' - 300'	ea	

UNIT GROUP "SL" - INSTALLATION/REMOVAL OF STREET LIGHTS

Installation/Removal of street lights, to include setting bases, installing poles and making up connections.

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Line Item	Code	Description	Unit of Measure	Unit Price
1	SL1	Install direct buried street light pole and decorative head 16'	ea	
2	SL2	Install direct buried street light pole and decorative head 23'	ea	
3	SL3	Makeup of street light connections	ea	
4	SL4	Install overhead street light & bracket on wood pole	ea	
5	SL5	Remove overhead street light & bracket from wood pole	ea	
6	SL6	Remove & replace cobra or decorative head	ea	
7	SL7	Build decorative streetlight pole	ea	
8	SL8	Build decorative streetlight pole, 16' - 25'	ea	

UNIT GROUP "TA" - TRANSFORMER MAKEUP

Makeup of padmount transformers with materials provided by the City. The pricing units shall include all work necessary to energize the transformer , including all 15 kV primary terminations, secondary stud/spade connection where applicable, grounding conductors and connections. Installation of ground rods shall not be included in the pricing unit.

Line Item	Code	Description	Unit of Measure	Unit Price
1	TA1	Single-phase transformer (15 - 167 kVA), including 2 load break elbows or 1 load break elbow and 1 elbow arrester, and 3 secondary stud connectors	ea	

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Line Item	Code	Description	Unit of Measure	Unit Price
2	TA2	Single-phase transformer (15 - 167 kVA) loop open point, including 2 load break elbows, 1 elbow arrester, 1 parking stand arrester and 3 secondary stud connectors	ea	
3	TA3	Three-phase transformer (75 - 2500 kVA), dead front, radial feed, including 3 load break elbows and 3 elbow arresters	ea	
4	TA4	Three-phase transformer (75 - 2500 kVA), dead front, radial feed, including 6 load break elbows	ea	
5	TA5	Two-phase (Open Delta) transformer bank (15 - 167 kVA), radial feed, including 5 secondary stud connectors and 4 load break elbows	ea	
6	TA6	Two-phase (Open Delta) transformer bank (15 - 167 kVA), radial feed, including 2 load break elbows, 2 elbow arresters and 5 secondary stud connectors	ea	

UNIT GROUP "TB" - SECONDARY CABLE TERMINATIONS

The pricing units shall include 600V terminations in padmount transformers and secondary pedestals/handboxes, including cable preparation, installation of compression lugs where required, and connection to terminal device.

Line Item	Code	Description	Unit of Measure	Unit Price
1	TB1	Triplex cable, #3 - 350 MCM, compression lug	ea	
2	TB2	Triplex cable, 400 - 750 MCM, compression lug	ea	

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Line Item	Code	Description	Unit of Measure	Unit Price
3	TB3	Single conductor, #12 - #4, compression lug	ea	
4	TB4	Single conductor, #2 - 350 MCM, compression lug	ea	
5	TB5	Single conductor, 400 - 750 MCM, compression lug	ea	
6	TB6	Triplex cable, #3 - 350 MCM, set screw connection	ea	
7	TB7	Triplex cable, 400 - 750 MCM, set screw connection	ea	
8	TB8	Single conductor, #12 - #4, set screw connection	ea	
9	TB9	Single conductor, #2 - 350 MCM, set screw connection	ea	
10	TB10	Single conductor, 400 - 750 MCM, set screw connection	ea	
11	TB11	Install secondary splice, #12 - 350 MCM	ea	
12	TB12	Install secondary splice, 400 - 500 MCM	ea	
13	TB13	Install 4-way or 6-way sweethearts	ea	
14	TB14	Remove secondary sweethearts, UG or OH	ea	
15	TB15	Rework services on existing pole during cutover	ea	
16	TB16	Rework services on rear lot pole	ea	

UNIT GROUP "TC" - MISCELLANEOUS 15 KV TERMINATIONS, #2 - 350 KCMIL, 15 KV

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Pricing units shall be for 15 kV concentric neutral jacketed cable terminations, including grounding of concentric neutrals. These units shall be used when the termination or installation of the above cable is not covered by other bid items.

Line Item	Code	Description	Unit of Measure	Unit Price
1	TC1	Install load break elbow, 200A with test point	ea	
2	TC2	Install straight splice	ea	
3	TC3	Install rubber terminator on padmount equipment	ea	
4	TC4	Install rubber terminator on overhead equipment	ea	
5	TC5	Remove rubber terminator from overhead equipment	ea	
6	TC6	Remove load break elbow or rubber terminator from padmount equipment	ea	
7	TC7	Install parking stand arrester	ea	
8	TC8	Install elbow arrester	ea	
9	TC9	Install primary load break junction, 3 or 4 position	ea	
10	TC10	Install fault indicator, single-phase, remote indicating	ea	
11	TC11	Install fault indicator, three-phase, remote indicating (all cable, #2 - 1000 MCM)	ea	
12	TC12	Install insulating cap, 15 kV	ea	
13	TC13	Install insulated standoff bushing	ea	
14	TC14	Install feed-thru bushing	ea	

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Line Item	Code	Description	Unit of Measure	Unit Price
15	TC15	Install fault indicator, single-phase (for use with load break elbow ONLY)	ea	
16	TC16	Install cable support insulator	ea	

UNIT GROUP "TD" - MISCELLANEOUS 15 KV TERMINATIONS, 500 - 1000 MCM, 15 KV 15 KV

Pricing units shall be for the installation of splices and terminations, including grounding of cable shields. These units shall be used when the termination or installation of the above cable is not covered by other bid items.

Line Item	Code	Description	Unit of Measure	Unit Price
1	TD1	Install straight splice	ea	
2	TD2	Install separable splice	ea	
3	TD3	Install rubber termination on overhead equipment	ea	
4	TD4	Install rubber termination on padmount equipment	ea	
5	TD5	Remove termination on OH pole	ea	
6	TD6	Remove termination on padmount	ea	

LABOR RATES

These rates are to be used for services outside of the scope of all previous unit groups. Rates shall commence upon Contractor's arrival to the jobsite and end upon Contractor's departure. Any expenses related to travel time not built in to these rates shall be borne by Contractor and will not be reimbursed by City. Rates are per hour.

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Line Item	Description	Unit of Measure	Unit Price
1	Superintendent	hr	
2	Foreman	hr	
3	Equipment Operator	hr	
4	Skilled Labor	hr	
5	Semi-Skilled Labor	hr	
6	Common Labor	hr	
7	Medium Voltage Journeyman Electrician	hr	
8	Medium Voltage Apprentice Electrician	hr	
9	Cable Splicer	hr	
10	Lineman	hr	

EQUIPMENT RATES

These rates are to be used for equipment required to complete services outside of the scope of all previous unit groups. Rates shall commence upon Contractor's arrival to the jobsite and end upon Contractor's departure. Any expenses related to equipment usage not built in to these rates shall be borne by Contractor and will not be reimbursed by City. Rates are per hour.

Line Item	Description	Unit of Measure	Unit Price
1	3/4 or 1 ton truck	hr	
2	1.5 ton truck	hr	
3	1.5 ton truck with wench	hr	
4	Dump truck	hr	
5	Material hauler	hr	

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Line Item	Description	Unit of Measure	Unit Price
6	35' bucket truck	hr	
7	Pole truck with auger, minimum 12,000 lb torque	hr	
8	Loader/Backhoe	hr	
9	1/3 cubic yard backhoe	hr	
10	Crawler-mounted backhoe	hr	
11	3 cubic yard loader	hr	
12	25 ton crane	hr	
13	40 ton crane	hr	
14	Trencher, 20 HP or less	hr	
15	Trencher, more than 20 HP	hr	
16	Pole/Cable trailer	hr	
17	Air compressor	hr	
18	Generator	hr	
19	2" - 3" water pump	hr	
20	Mud hen/hog pump, diaphragm type	hr	
21	Manhole ventilator/blower	hr	
22	Acetylene torch	hr	
23	Plate compactor	hr	
24	Roller compactor	hr	
25	Asphalt roller	hr	

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Line Item	Description	Unit of Measure	Unit Price
26	Chain saw	hr	
27	Concrete/Asphalt saw	hr	
28	Light tree	hr	
29	Rear lot machine	hr	

8. Vendor Requirements & Acknowledgement

8.1. Federal Provision Forms*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- FEMA_Contract_Provisions.pdf
- CFR18_Lobbying_&_Debarment.pdf

*Response required

8.2. Statement of E-Verify Requirements Compliance*

By confirming, I, the duly authorized representative/agent of the firm I am representing for this bid hereinafter referred to as Successful Respondent, by this Affidavit attest to the following:

The Successful Respondent acknowledges that Section 274A of the Immigration and Nationalization Act and other relevant provisions of law prohibit the employment of unauthorized aliens; that the U.S. Department of Homeland Security has established an E-Verify System that allows employers to verify employee eligibility in an efficient manner; and that the Office of the Governor of the State of Florida has issued Executive Order 11-116, encouraging public agencies not under the control of the Governor to include as a provision of contracts for the provision of goods or services a requirement that contractors and subcontractors utilize the E-Verify System to verify employee eligibility. Successful Respondent hereby affirms and agrees that Successful Respondent is in compliance and shall at all times comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens. Successful Respondent shall verify the eligibility of its current and prospective employees utilizing the U.S. Department of Homeland Security's E-Verify System during the term of this Agreement. Successful Respondent shall include in all contracts with subcontractors related to this Agreement a provision requiring the subcontractor to comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens and to verify the employment eligibility of all the subcontractor's current and prospective employees using the U.S. Department of Homeland Security's E-Verify System. The

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Successful Respondent shall maintain records showing its compliance with the requirements of this paragraph, and shall provide copies of all such records to the City upon request. Failure to comply with any requirement of this paragraph shall constitute a breach of this Agreement for which the City may immediately terminate the Contract without penalty. In the event of such breach or termination, the Successful Respondent shall be liable to the City for any costs incurred by the City as a result of the breach.

IN ACCORDANCE WITH § 837.06, FLA. STAT., SUCCESSFUL RESPONDENT ACKNOWLEDGES THAT WHOEVER KNOWINGLY MAKES A FALSE STATEMENT IN WRITING WITH THE INTENT TO MISLEAD A PUBLIC SERVANT IN THE PERFORMANCE OF HIS OR HER OFFICIAL DUTY SHALL BE GUILTY OF A MISDEMEANOR OF THE SECOND DEGREE, PUNISHABLE AS PROVIDED IN § 775.082 OR § 775.083, FLA. STAT.

☐ Please confirm

*Response required

8.3. Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- Sworn_Statement_Under_Secti...

*Response required

8.4. Drug-Free Workplace Statement*

By confirming, the respondent, in accordance with Florida Statute 287.087 hereby certifies that the firm they are representing for this bid does the following:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the Drug-Free statement.

Notify the employees that as a condition of working on the commodities or contractual services that are under bid, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no lo contendere to, any violation of Chapter 1893 or of

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any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this business complies fully with the above requirements.

☐ Please confirm

*Response required

8.5. Public Records Act/Chapter 119 Requirements*

By confirming, the successful respondent agrees to comply with the Florida Public Records Acts to the fullest extent applicable and shall, if this engagement is one for which services are provided by doing the following:

A. Successful Respondent shall keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;

B. Successful Respondent shall provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes or as otherwise provided by law;

C. Successful Respondent shall ensure that public records that are exempt or that are confidential and exempt from the public record requirements are not disclosed except as authorized by law and

D. Successful Respondent shall meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the Successful Respondent upon termination of the contract and shall destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City.

The parties agree that if the Successful Respondent fails to comply with a public records request, then the City must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes. Notwithstanding any other requirement herein stated, the Successful Respondent shall comply fully with the requirements of Florida Statutes 119.0701.

☐ Please confirm

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*Response required

8.6. Background Check Verification*

SECTION 1: REQUIREMENTS

The Respondent/Vendor shall Agree to the following:

1.1 Respondent/Vendor shall perform a Level I (Past 5 years) FDLE Computerized Criminal History (CCH) (FDLE CCH Website) background check in accordance with all applicable state and local laws on any assignee being assigned and prior to assignment with the City. All background checks shall be accomplished prior to any assignment or work taking place on City property. The cost of the background checks shall be borne by the Respondent/Vendor. The contractor

1.2 If the Respondent/Vendor has employed officials that have a current Level 2 Background Screening, which was completed by a local government, school board, the Florida High School Activities Association, the Contractor agrees to provide a list of those officials to the City.

1.3 Respondent/Vendor agrees to make its officials sign a sworn statement affirming that they have not pled guilty to or convicted of any of the crimes listed in Section 2: Prohibited Offenses prior to any assignment. This information shall always be kept current. The Respondent/Vendor shall be in complete compliance within 30 days after award.

1.4 Respondent/Vendor shall require its officials to report to the Contractor immediately if they have been convicted of any of the crimes listed in Section 2: Prohibited Offenses. Respondent/Vendor shall not use that official unless they have been cleared of the crime.

SECTION 2: PROHIBITED OFFENSES

Respondent/Vendor certifies that its officials/employees have not been arrested with disposition pending or found guilty of, regardless of adjudication, or entered a plea of nolo contender or guilty to or have been adjudicated delinquent, and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of the Florida Statutes or under any similar statute of another jurisdiction for any of the offenses listed below:

- Section 393.135 - sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct
- Section 394.4593 - sexual misconduct with certain mental health patients and reporting of such sexual misconduct
- Section 415.111- adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report of such abuse
- Section 741.28 - criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction
- Section 782.04 - murder

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- Section 782.07 - manslaughter, aggravated manslaughter or an elderly person or disabled adult, or aggravated manslaughter of a child
- Section 782.071 - vehicular homicide
- Section 782.09 -killing an unborn quick child by injury to the mother
- Chapter 784 - assault, battery, and culpable negligence, if the offense was a felony
- Section 784.011 - assault, if the victim of offense was a minor
- Section 784.03 - battery, if the victim of offense was a minor
- Section 787.01 - kidnapping
- Section 787.02 - false imprisonment
- Section 787.025 - luring or enticing a child
- Section 787.04(2) - taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceeding
- Section 787.04(3) - carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
- Section 790.115(1) - exhibiting firearms or weapons within 1,000 feet of a school
- Section 790.115(2) (b) - possessing an electric weapon or device, destructive device, or other weapon on school property
- Section 794.011 - sexual battery
- Former Section 794.041 - prohibited acts of persons in familial or custodial authority
- Section 794.05 - unlawful sexual activity with certain minors
- Chapter 796 - prostitution
- Section 798.02 - lewd and lascivious behavior
- Chapter 800 - lewdness and indecent exposure
- Section 806.01 - arson
- Section 810.02 - burglary
- Section 810.14 - voyeurism, if the offense is a felony
- Section 810.145 - video voyeurism, if the offense is a felony
- Chapter 812 - theft and/or robbery and related crimes, if a felony offense

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- Section 817.563 - fraudulent sale of controlled substances, if the offense was a felony
- Section 825.102 - abuse, aggravated abuse, or neglect of an elderly person or disabled adult
- Section 825.1025 - lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
- Section 825.103 - exploitation of disabled adults or elderly persons, if the offense was a felony
- Section 826.04 - incest
- Section 827.03 - child abuse, aggravated child abuse, or neglect of a child
- Section 827.04 - contributing to the delinquency or dependency of a child
- Former Section 827.05 - negligent treatment of children
- Section 827.071 - sexual performance by a child
- Section 843.01 - resisting arrest with violence
- Section 843.025 - depriving a law enforcement, correctional, or correctional probation officer means of protection or communication
- Section 843.12 - aiding in an escape
- Section 843.13 - aiding in the escape of juvenile inmates in correctional institution
- Chapter 847 - obscene literature
- Section 874.05 (1) - encouraging or recruiting another to join a criminal gang
- Chapter 893 - drug abuse prevention and control only if the offense was a felony of if any other person involved in the offense was a minor
- Section 916.1075 - sexual misconduct with certain forensic clients and reporting of such sexual conduct
- Section 944.35 (3) - inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm
- Section 944.40 - escape
- Section 944.46 - harboring, concealing, or aiding an escaped prisoner
- Section 944.47 - introduction of contraband into a correctional facility
- Section 985.701 - sexual misconduct in juvenile justice programs

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- Section 985.711 - contraband introduced into detention facilities

SECTION 3: CERTIFICATION

I hereby certify that I will utilize FDLE Computerized Criminal History (CCH) system in accordance with the terms governing the use of the system to confirm eligibility of the individuals being assigned and prior to assignment with the City. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

☐ Please confirm

*Response required

8.7. By confirming, the respondent attests to their authority to execute this submittal and to bind the company herein named to perform as per agreement. Further, by confirming, the respondent attests to the following:*

- The Respondent is financially solvent and sufficiently experienced and competent to perform all of the work required of the Respondent in the contract;
- The facts stated in the Respondent's response pursuant to this Invitation for Bid are true and correct in all respects;
- The Respondent has read and complied with, and submits their response agreeing to all of the requirements, terms and conditions as set forth in the Invitation for Bid;
- Respondent will supply all labor, materials, equipment and supplies as set forth in this Invitation for Bid;
- Respondent understands that all information listed above may be checked by the City of Winter Park, and Respondent authorizes all entities or persons listed in submittal to answer any and all questions. Respondent hereby indemnifies the City of Winter Park and the persons and entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

Respondent agrees to provide myCOI with all necessary insurance documents. Respondent verifies that the following email address is current, monitored, and is acceptable for City use.

☐ Please confirm

*Response required

8.8. Type of Bid Surety*

☐ Bid Bond

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☐ Cashier's Check
☐ Certified Check
☐ Money Order
*Response required

8.9. A Copy of the Bid Surety*
*Response required

8.10. Proof of Insurance*
Consultant shall ensure that all subconsultants and/or subcontractors comply with the same insurance requirements that he/she is required to meet. Consultant shall provide the City via myCOI with certificates of insurance meeting the required insurance provisions.

The City of Winter Park must be included as an ADDITIONAL INSURED on the Insurance Certificate for Commercial General Liability where required.

The Certificate Holder shall be named as City of Winter Park.

*Response required

8.11. Non-Collusion Statement *

A. He/she is the representative of the firm, the respondent that has submitted the attached response.

B. He/she is fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such solicitation.

C. Such solicitation is genuine and is not a collusive or sham solicitation.

D. Neither the said respondent nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other respondent, firm or person, to submit a collusive or sham response in connection with the Agreement for which the attached response has been submitted or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached solicitation or of any other respondent, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other responder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Winter Park, Florida, or any person interested in the proposed Agreement.

E. The price or prices quoted in the attached response are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

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☐ Please confirm

*Response required

8.12. Redacted Bid containing any information deemed confidential?

If your response contains any information deemed confidential, provide an additional redacted version of your response labeled "Redacted". An electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

8.13. Authorized Signatory

*8.13.1. Name and Title of the Authorized Signatory**

*Response required

*8.13.2. By clicking confirm, the authorized signatory is confirming that they are authorized to bind the entity to the contract.**

☐ Please confirm

*Response required

PRICE TABLES

Exhibit "B"

Unit Group "BGA" - Hand Trenching Under Difficult Conditions

Hand-dug trench and backfill under difficult surface/subsurface conditions, 12" maximum width, to depth as indicated. Pricing units per linear foot of trench

Line Item	Code	Description	Unit of Measure	Unit Price
1	BGA1	24" depth	ft	$16.80
2	BGA2	30" depth	ft	$19.06
3	BGA3	36" depth	ft	$22.30
4	BGA4	42" depth	ft	$24.60
5	BGA5	48" depth	ft	$26.90
6	BGA6	Each additional 6" in depth	ft	$11.20

Unit Group "EA" - Hand Trenching

Hand-dug trench and backfill under normal surface/subsurface conditions, 12" maximum width, to depth as indicated. Pricing units per linear foot of trench.

Line Item	Code	Description	Unit of Measure	Unit Price
1	EA1	24" depth	ft	$5.55
2	EA2	30" depth	ft	$5.55
3	EA3	36" depth	ft	$6.70
4	EA4	42" depth	ft	$6.70
5	EA5	48" depth	ft	$8.90
6	EA6	Each additional 6" in depth	ft	$2.20

Unit Group "EB" - Machine Trenching

Machine-dug trench (utilizing a backhoe) and backfill, 12" maximum width, to depth as indicated. Pricing units per linear foot of trench.

Line Item	Code	Description	Unit of Measure	Unit Price
1	EB1	24" depth	ft	$4.43
2	EB2	30" depth	ft	$4.43
3	EB3	36" depth	ft	$5.01
4	EB4	42" depth	ft	$5.55
5	EB5	48" depth	ft	$5.55
6	EB6	Each additional 6" in depth	ft	$4.43
7	EB7	Each additional 6" in width	ft	$4.43

Unit Group "EC" - Removal & Replacement of Paving

These units are to be used for the removal/replacement of pavement when required by site conditions. All material and labor shall be provided by Contractor. Pricing units are per square foot of area removed or replaced, and shall include disposal of excess materials & debris.

Line Item	Code	Description	Unit of Measure	Unit Price
1	EC1	Removal of asphalt pavement, 2" thick or less	sq ft	$3.63
2	EC2	Replacement of asphalt pavement, 2" thick or less	sq ft	$8.50
3	EC3	Removal of limerock base, 8" thick or less	sq ft	$2.43
4	EC4	Replacement of limerock base, 8" thick or less	sq ft	$4.86
5	EC5	Removal of lime rock base, 12" thick	sq ft	$2.43
6	EC6	Replacement of lime rock base, 12" thick	sq ft	$4.86
7	EC7	Removal of concrete, 6" thick or less	sq ft	$4.86

8	EC8	Replacement of concrete, 4" thick	sq ft	$7.29
9	EC9	Replacement of concrete, 6" thick	sq ft	$8.50
10	EC10	Removal/Replacement of each additional inch of concrete more than 6"	sq ft	$1.21

Unit Group "ED" - Landscaping

These units are to be used for the replacement of landscaping disturbed during performance of the work. Contractor shall provide all materials and labor. Pricing units are per square foot of area and shall include the disposal of excess materials & debris.

Line Item	Code	Description	Unit of Measure	Unit Price
1	ED1	Replace sod with similar sod type	sq ft	$2.50
2	ED2	Rake, mulch and seed with grass	sq ft	$0.60

Unit Group "GA" - Installation of Conduit Under 200'

These units are to be used for the installation of conduit, in advance of cable pulling, in an existing trench at locations other than street crossings. Pricing units are per linear foot of conduit installed and shall not include any costs associated with trenching.

Line Item	Code	Description	Unit of Measure	Unit Price
1	GA1	1" - 3" PVC conduit, 24" depth	ft	$1.20
2	GA2	1" - 3" PVC conduit, 30" depth	ft	$1.20
3	GA3	1" - 3" PVC conduit, 36" depth	ft	$1.20
4	GA4	1" - 3" PVC conduit, 42" depth	ft	$1.20
5	GA5	1" - 3" PVC conduit, 48" depth	ft	$1.20

6	GA6	1" - 3" PVC conduit, 54" depth	ft	$1.20
7	GA7	Each additional 1" - 3" PVC conduit	ft	$1.82
8	GA8	4" - 6" PVC conduit, 36" depth	ft	$1.82
9	GA9	4" - 6" PVC conduit, 42" depth	ft	$2.43
10	GA10	4" - 6" PVC conduit, 48" depth	ft	$2.43
11	GA11	4" - 6" PVC conduit, 54" depth	ft	$1.20
12	GA12	Each additional 4" - 6" PVC conduit	ft	$1.20

Unit Group "GB" - Installation of Elbows

These units are to be used for the installation of conduit elbows/sweeps which terminate trenches. All materials to be provided by City. Pricing units are per each elbow/sweep installed and shall not include any costs associated with trenching.

Line Item	Code	Description	Unit of Measure	Unit Price
1	GB1	Install 1" - 1.25" PVC elbow, 45° or 90°, 24" radius	ea	$12.15
2	GB2	Install 2" - 3" PVC elbow, 45° or 90°, 24" radius	ea	$54.66
3	GB3	Install 4" PVC elbow, 45° or 90°, 24" radius	ea	$54.66
4	GB4	Install 6" PVC elbow/sweep, 45° or 90°, 48" radius	ea	$54.66
5	GB5	Install 1" - 1.25" steel elbow, 45° or 90°, 24" radius	ea	$12.15
6	GB6	Install 2" - 3" steel elbow, 45° or 90°, 24" radius	ea	$54.66
7	GB7	Install 4" steel elbow, 45° or 90°, 24" radius	ea	$54.66

8	GB8	Install 6" steel elbow/sweep, 45° or 90°, 48" radius	ea	$54.66

Unit Group "JA" - Placement/Removal of Equipment & Materials

These units are to be used for the placement/removal of equipment & materials to be supplied by the City. The pricing units are for the completed installation or removal, and shall include the picking up of the equipment/materials from the warehouse, delivery to the work site and placement, or vice versa for the removal. No cable makeup shall be included in this unit pricing.

Line Item	Code	Description	Unit of Measure	Unit Price
1	JA1	Place secondary pedestal/handbox	ea	$91.10
2	JA2	Place precast concrete single-phase transformer pad (25 - 167 kVA)	ea	$91.10
3	JA3	Place single-phase transformer on pad (25 - 167 kVA)	ea	$182.25
4	JA4	Place precast concrete three-phase transformer pad (75 - 300 kVA)	ea	$486.00
5	JA5	Place three-phase transformer on pad (75 - 300 kVA)	ea	$729.00
6	JA6	Place precast concrete three-phase transformer pad (500 - 2500 kVA)	ea	$911.14
7	JA7	Place three-phase transformer on pad (500 - 2500 kVA)	ea	$911.00
8	JA8	Place fiberglass primary pull-box (approx. 24" x 36" x 24")	ea	$364.45
9	JA9	Place fiberglass primary pull-box (approx. 36" x 60" x 48")	ea	$546.68
10	JA10	Place fiberglass primary pull-box (approx. 36" x 96" x 48")	ea	$911.14

11	JA11	Place single-phase primary enclosure on concrete pad (approx. 24" x 30" x 30")	ea	$182.25
12	JA12	Place three-phase primary enclosure (approx. 24" x 60" x 30") on fiberglass sleeve (approx. 24" x 67" x 30")	ea	$182.25
13	JA13	Place primary junction with fiberglass base	ea	$182.25
14	JA14	Install 2 ground rods with coupling and test	ea	$91.10
15	JA15	Install 1 additional ground rod	ea	$30.36
16	JA16	Install 4/0 str. Cu. grounding conductor in manholes and switch gear, including connection to ground rod	ea	$30.36
17	JA17	Removal of secondary pedestal/handbox	ea	$30.36
18	JA18	Removal of padmount transformer	ea	$48.60
19	JA19	Removal of transformer pad	ea	$48.60
20	JA20	Install/Set switch pit	ea	$486.00
21	JA21	Install/Set switch gear	ea	$911.52
22	JA22	Core bore fiberglass pullbox	ea	$36.45
23	JA23	Core bore concrete manhole	ea	$36.45
24	JA24	Removal of switch gear	ea	$911.52
25	JA25	Removal of switch pit	ea	$486.00

Unit Group "JC" - Installation/Removal of Primary Cable

Installation/Removal of primary cable in/from existing conduit. The pricing units shall be in feet for the length of the conduit run; length of cable used in required cable stub-ups shall not be chargeable under this unit group. Cable will

be supplied to contractor on single conductor reels, unless otherwise noted. Cable removed shall be returned to the City in hand coils or replaced at current market rate.

Line Item	Code	Description	Unit of Measure	Unit Price
1	JC1	Install 1 - 1/0 Al., 15 kV cable	ft	$0.97
2	JC2	Remove 1 - 1/0 Al., 15 kV cable	ft	$0.81
3	JC3	Install 3 - 1/0 Al., 15 kV cable	ft	$2.73
4	JC4	Remove each additional 3 - 1/0 Al., 15 kV cable	ft	$0.81
5	JC5	Install 3 - 500 kcmil Al., 15 kV cable	ft	$3.03
6	JC6	Remove 3 - 500 kcmil Al., 15 kV cable	ft	$0.81
7	JC7	Install 3 - 1000 kcmil Al., 15 kV cable	ft	$4.86
8	JC8	Remove 3 - 1000 kcmil Al., 15 kV cable	ft	$2.70
9	JC9	Install additional 250 - 350 kcmil, 600V neutral with 500 - 1000 kcmil, 15 kV cable	ft	$0.62
10	JC10	Install single-phase riser, 1/0, 15 kV cable	ea	$182.25
11	JC11	Install three-phase riser, 1/0, 15 kV cable	ea	$303.75
12	JC12	Install feeder riser, 500 - 1000 kcmil, 600A switch & taps	ea	$607.44
13	JC13	Install three-phase cutout, bracket, arrestor	ea	$741.96
14	JC14	Install single-phase, cutout, bracket, arrestor	ea	$339.12

Unit Group "JD" - Installation/Removal of Secondary Cable

Installation/Removal of secondary cable in/from existing conduit. The pricing units shall be in feet for the length of the conduit run; length of cable used in required cable stub-ups shall not be chargeable under this unit group. Cable

will be supplied to contractor on single conductor reels, unless otherwise noted. Cable removed shall be returned to the City in hand coils or replaced at current market rate.

Line Item	Code	Description	Unit of Measure	Unit Price
1	JD1	Install 2 - #6 Al. cable	ft	$1.20
2	JD2	Remove 2 - #6 Al. cable	ft	$0.60
3	JD3	Install 1 - 1/0 Al. triplex cable	ft	$1.50
4	JD4	Remove 1 - 1/0 Al. triplex cable	ft	$0.75
5	JD5	Install each additional 1/0 Al. triplex cable	ft	$1.57
6	JD6	Remove each additional 1/0 Al. triplex cable	ft	$0.81
7	JD7	Install 1 - 4/0 Al. triplex cable	ft	$1.82
8	JD8	Remove 1 - 4/0 Al. triplex cable	ft	$0.91
9	JD9	Install each additional 4/0 Al. triplex cable	ft	$1.82
10	JD10	Remove each additional 4/0 Al. triplex cable	ft	$1.82
11	JD11	Install 1 - 4/0 Al. quadplex cable	ft	$1.99
12	JD12	Install 1 - 350 kcmil Al. triplex cable	ft	$2.43
13	JD13	Remove 1 - 350 kcmil Al. triplex cable	ft	$1.24
14	JD14	Install each additional 350 kcmil Al. triplex cable	ft	$2.43
15	JD15	Remove each additional 350 kcmil Al. triplex cabe	ft	$1.24
16	JD16	Install 1 - 350 kcmil Al. quadraplex cable	ft	$2.43
17	JD17	Install 1 - 500 kcmil Al. triplex cable	ft	$2.43
18	JD18	Remove 1 - 500 kcmil Al. triplex cable	ft	$1.24
19	JD19	Install 1 - 500 kcmil quadraplex cable	ft	$2.43

20	JD20	Remove 1 - 500 kcmil Al. quadraplex cable	ft	$1.24
21	JD21	Install riser, 1/0 - 500 Al. triplex (lift pole/service)	ea	$121.48
22	JD22	Install riser, 1/0 - 500 Al. triplex (transformer pole)	ea	$151.85
23	JD23	Meter can tap-up	ea	$91.10
24	JD24	Meter can riser (install conduit from 90° to can male adapter)	ea	$91.10
25	JD25	Rear lot riser	ea	$486.00
26	JD26	Pull rear lot secondary, 4/0 - 500 triplex	ft	$4.96
27	JD27	Clean conduit and install mule tape	ft	$0.48

Unit Group "MA" - Miscellaneous

Line Item	Code	Description	Unit of Measure	Unit Price
1	MA1	Dewatering of trench, less than 50'	ft	$39.95
2	MA2	Dewatering of trench, 50' - 200'	ft	$26.60
3	MA3	Dewatering of trench, more than 200'	ft	$13.30
4	MA4	High potential acceptance testing, 15 kV cable	ea	$1,280.00
5	MA5	Installation of 40lb bag of concrete in trench	ea	$13.30
6	MA6	Installation of protective bollard, Duke Energy Florida spec 27.06-06	ea	$590.00

Unit Group "OH" - Installation/Removal of Overhead Equipment

Installation/Removal of overhead facilities. The pricing units shall be in feet for the length of the cable, or each for individual pieces of equipment.

Line Item	Code	Description	Unit of Measure	Unit Price
1	OH1	Install/Set concrete pole 30'	ea	$486.00
2	OH2	Install/Set pole, 30 - 55'	ea	$243.00
3	OH3	Remove pole 30-55'	ea	$243.00
4	OH4	Pole "wreck-out" - untie primary, remove crossarm	ea	$121.50
5	OH5	Remove primary cable, 1/0 - 3/0, including neutral	ft	$1.82
6	OH6	Remove secondary cable	ft	$1.52
7	OH7	Remove riser/transformer, front lot	ea	$121.50
8	OH8	Remove riser/transformer, rear lot	ea	$243.00
9	OH9	Pole topping, front lot	ea	$243.00
10	OH10	Pole topping, rear lot	ea	$364.50
11	OH11	Install guy and wire	ea	$678.24
12	OH12	Remove pole, rear lot	ea	$1,404.00
13	OH13	Pole wreck out, rear lot	ea	$486.00
14	OH14	Remove primary, rear lot, 1/0 - 3/0	ea	$4.05
15	OH15	Remove secondary, rear lot	ea	$2.80
16	OH16	Remove guy/anchor, front or rear lot	ea	$270.00

Unit Group "SA" - New UG Service Without Landscaping

These units are to be used for the installation of new UG services where there is no existing landscaping, grass or sprinklers. Pricing units shall include machine trenching (24" cover) & backfill, installation of PVC conduit system & cable, and connecting at the meter & source. Pricing units are per linear foot.

Line Item	Code	Description	Unit of Measure	Unit Price

1	SA1	2" PVC conduit, 1/0 triplex or smaller, 200' or less	ft	$12.30
2	SA2	3" PVC conduit, 1/0 - 4/0 triplex, 100' or less	ft	$12.30
3	SA3	3" PVC conduit, 1/0 - 4/0 triplex, 101' - 200'	ft	$12.30
4	SA4	3" PVC conduit, 1/0 - 4/0 triplex, 201' - 300'	ft	$12.30
5	SA5	4" PVC conduit, 350 - 500 MCM triplex, 100' or less	ft	$12.30
6	SA6	4" PVC conduit, 350 - 500 MCM triplex, 101' - 200'	ft	$12.30
7	SA7	4" PVC conduit, 350 - 500 MCM triplex, 201' - 300'	ft	$12.30
8	SA8	3" PVC conduit, 1/0 - 4/0 quadraplex, 100' or less	ft	$12.30
9	SA9	3" PVC conduit, 1/0 - 4/0 quadraplex, 101' - 200'	ft	$12.30
10	SA10	3" PVC conduit, 1/0 - 4/0 quadraplex, 201' - 300'	ft	$12.30
11	SA11	4" PVC conduit, 350 - 500 MCM quadraplex, 100' or less	ft	$12.30
12	SA12	4" PVC conduit, 350 - 500 MCM quadraplex, 101' - 200'	ft	$12.30
13	SA13	4" PVC conduit, 350 - 500 MCM quadraplex, 201' - 300'	ft	$12.30

Unit Group "SB" - New UG Service, Hand-Dig

These units are to be used for the installation of new UG services where there is existing landscaping, grass or sprinklers, making machine trenching impractical. Pricing units shall include hand-trenching (24" cover) & backfill, installation of PVC conduit system & cable, and connecting at the meter & source. Pricing units are per linear foot.

Line Item	Code	Description	Unit of Measure	Unit Price
1	SB1	2" PVC conduit, 1/0 triplex or smaller, 200' or less	ft	$12.30
2	SB2	3" PVC conduit, 1/0 - 4/0 triplex, 100' or less	ft	$12.30

3	SB3	3" PVC conduit, 1/0 - 4/0 triplex, 101' - 200'	ft	$12.30
4	SB4	3" PVC conduit, 1/0 - 4/0 triplex, 201' - 300'	ft	$12.30
5	SB5	4" PVC conduit, 350 - 500 MCM triplex, 100' or less	ft	$12.30
6	SB6	4" PVC conduit, 350 - 500 MCM triplex, 101' - 200'	ft	$12.30
7	SB7	4" PVC conduit, 350 - 500 MCM triplex, 201' - 300'	ft	$12.30
8	SB8	3" PVC conduit, 1/0 - 4/0 quadraplex, 100' or less	ft	$12.30
9	SB9	3" PVC conduit, 1/0 - 4/0 quadraplex, 101' - 200'	ft	$12.30
10	SB10	3" PVC conduit, 1/0 - 4/0 quadraplex, 201' - 300'	ft	$12.30
11	SB11	4" PVC conduit, 350 - 500 MCM quadraplex, 100' or less	ft	$12.30
12	SB12	4" PVC conduit, 350 - 500 MCM quadraplex, 101' - 200'	ft	$12.30
13	SB13	4" PVC conduit, 350 - 500 MCM quadraplex, 201' - 300'	ft	$12.30

Unit Group "SC" - New UG Service Only

These units are to be used for the installation of new UG services where the service conduit has been previously installed. Pricing units shall include stubbing the conduit into the City's transformer/hand box/pedestal, installation of the cable, and connecting at the meter & source. Pricing units are per each service installation.

Line Item	Code	Description	Unit of Measure	Unit Price
1	SC1	1/0 - 4/0 triplex, 100' or less	ea	$279.50
2	SC2	1/0 - 4/0 triplex, 101' - 200'	ea	$376.70
3	SC3	1/0 - 4/0 triplex, 201' - 300'	ea	$376.70
4	SC4	350 - 500 MCM triplex, 100' or less	ea	$315.90

5	SC5	350 - 500 MCM triplex, 101' - 200'	ea	$407.05
6	SC6	350 - 500 MCM triplex, 201' - 300'	ea	$407.00
7	SC7	1/0 - 4/0 quadraplex, 100' or less	ea	$279.50
8	SC8	1/0 - 4/0 quadraplex, 101' - 200'	ea	$376.70
9	SC9	1/0 - 4/0 quadraplex, 201' - 300'	ea	$376.70
10	SC10	350 - 500 MCM quadraplex, 100' or less	ea	$315.90
11	SC11	350 - 500 MCM quadraplex, 101' - 200'	ea	$407.00
12	SC12	350 - 500 MCM quadraplex, 201' - 300'	ea	$407.00

Unit Group "SL" - Installation/Removal of Street Lights

Installation/Removal of street lights, to include setting bases, installing poles and making up connections.

Line Item	Code	Description	Unit of Measure	Unit Price
1	SL1	Install direct buried street light pole and decorative head 16'	ea	$486.00
2	SL2	Install direct buried street light pole and decorative head 23'	ea	$243.00
3	SL3	Makeup of street light connections	ea	$91.15
4	SL4	Install overhead street light & bracket on wood pole	ea	$364.50
5	SL5	Remove overhead street light & bracket from wood pole	ea	$121.50
6	SL6	Remove & replace cobra or decorative head	ea	$236.52
7	SL7	Build decorative streetlight pole	ea	$354.24

8	SL8	Build decorative streetlight pole, 16' - 25'	ea	$530.88

Unit Group "TA" - Transformer Makeup

Makeup of padmount transformers with materials provided by the City. The pricing units shall include all work necessary to energize the transformer , including all 15 kV primary terminations, secondary stud/spade connection where applicable, grounding conductors and connections. Installation of ground rods shall not be included in the pricing unit.

Line Item	Code	Description	Unit of Measure	Unit Price
1	TA1	Single-phase transformer (15 - 167 kVA), including 2 load break elbows or 1 load break elbow and 1 elbow arrester, and 3 secondary stud connectors	ea	$364.50
2	TA2	Single-phase transformer (15 - 167 kVA) loop open point, including 2 load break elbows, 1 elbow arrester, 1 parking stand arrester and 3 secondary stud connectors	ea	$364.50
3	TA3	Three-phase transformer (75 - 2500 kVA), dead front, radial feed, including 3 load break elbows and 3 elbow arresters	ea	$364.50
4	TA4	Three-phase transformer (75 - 2500 kVA), dead front, radial feed, including 6 load break elbows	ea	$607.50
5	TA5	Two-phase (Open Delta) transformer bank (15 - 167 kVA), radial feed, including 5 secondary stud connectors and 4 load break elbows	ea	$546.69

6	TA6	Two-phase (Open Delta) transformer bank (15 - 167 kVA), radial feed, including 2 load break elbows, 2 elbow arresters and 5 secondary stud connectors	ea	$546.69

Unit Group "TB" - Secondary Cable Terminations

The pricing units shall include 600V terminations in padmount transformers and secondary pedestals/handboxes, including cable preparation, installation of compression lugs where required, and connection to terminal device.

Line Item	Code	Description	Unit of Measure	Unit Price
1	TB1	Triplex cable, #3 - 350 MCM, compression lug	ea	$12.15
2	TB2	Triplex cable, 400 - 750 MCM, compression lug	ea	$24.30
3	TB3	Single conductor, #12 - #4, compression lug	ea	$12.15
4	TB4	Single conductor, #2 - 350 MCM, compression lug	ea	$12.15
5	TB5	Single conductor, 400 - 750 MCM, compression lug	ea	$24.30
6	TB6	Triplex cable, #3 - 350 MCM, set screw connection	ea	$12.15
7	TB7	Triplex cable, 400 - 750 MCM, set screw connection	ea	$24.30
8	TB8	Single conductor, #12 - #4, set screw connection	ea	$12.15
9	TB9	Single conductor, #2 - 350 MCM, set screw connection	ea	$12.15
10	TB10	Single conductor, 400 - 750 MCM, set screw connection	ea	$24.30
11	TB11	Install secondary splice, #12 - 350 MCM	ea	$72.90

12	TB12	Install secondary splice, 400 - 500 MCM	ea	$72.90
13	TB13	Install 4-way or 6-way sweethearts	ea	$87.48
14	TB14	Remove secondary sweethearts, UG or OH	ea	$58.32
15	TB15	Rework services on existing pole during cutover	ea	$409.32
16	TB16	Rework services on rear lot pole	ea	$746.28

Unit Group "TC" - Miscellaneous 15 kV Terminations, #2 - 350 kcmil, 15 kV

Pricing units shall be for 15 kV concentric neutral jacketed cable terminations, including grounding of concentric neutrals. These units shall be used when the termination or installation of the above cable is not covered by other bid items.

Line Item	Code	Description	Unit of Measure	Unit Price
1	TC1	Install load break elbow, 200A with test point	ea	$91.15
2	TC2	Install straight splice	ea	$182.25
3	TC3	Install rubber terminator on padmount equipment	ea	$182.25
4	TC4	Install rubber terminator on overhead equipment	ea	$182.25
5	TC5	Remove rubber terminator from overhead equipment	ea	$60.75
6	TC6	Remove load break elbow or rubber terminator from padmount equipment	ea	$60.75
7	TC7	Install parking stand arrester	ea	$60.75
8	TC8	Install elbow arrester	ea	$60.75
9	TC9	Install primary load break junction, 3 or 4 position	ea	$60.75
10	TC10	Install fault indicator, single-phase, remote indicating	ea	$48.60

11	TC11	Install fault indicator, three-phase, remote indicating (all cable, #2 - 1000 MCM)	ea	$48.60
12	TC12	Install insulating cap, 15 kV	ea	$48.60
13	TC13	Install insulated standoff bushing	ea	$60.75
14	TC14	Install feed-thru bushing	ea	$60.75
15	TC15	Install fault indicator, single-phase (for use with load break elbow ONLY)	ea	$48.60
16	TC16	Install cable support insulator	ea	$48.60

Unit Group "TD" - Miscellaneous 15 kV Terminations, 500 - 1000 MCM, 15 kV 15 kV

Pricing units shall be for the installation of splices and terminations, including grounding of cable shields. These units shall be used when the termination or installation of the above cable is not covered by other bid items.

Line Item	Code	Description	Unit of Measure	Unit Price
1	TD1	Install straight splice	ea	$182.25
2	TD2	Install separable splice	ea	$273.34
3	TD3	Install rubber termination on overhead equipment	ea	$729.00
4	TD4	Install rubber termination on padmount equipment	ea	$273.34
5	TD5	Remove termination on OH pole	ea	$60.75
6	TD6	Remove termination on padmount	ea	$60.75

Labor Rates

These rates are to be used for services outside of the scope of all previous unit groups. Rates shall commence upon Contractor's arrival to the jobsite and end upon Contractor's departure. Any expenses related to travel time not built in to these rates shall be borne by Contractor and will not be reimbursed by City. Rates are per hour.

Line Item	Description	Unit of Measure	Unit Price
1	Superintendent	hr	$137.50
2	Foreman	hr	$124.50
3	Equipment Operator	hr	$92.00
4	Skilled Labor	hr	$77.50
5	Semi-Skilled Labor	hr	$53.80
6	Common Labor	hr	$45.00
7	Medium Voltage Journeyman Electrician	hr	$102.00
8	Medium Voltage Apprentice Electrician	hr	$88.90
9	Cable Splicer	hr	$117.50
10	Lineman	hr	$117.50

Equipment Rates

These rates are to be used for equipment required to complete services outside of the scope of all previous unit groups. Rates shall commence upon Contractor's arrival to the jobsite and end upon Contractor's departure. Any expenses related to equipment usage not built in to these rates shall be borne by Contractor and will not be reimbursed by City. Rates are per hour.

Line Item	Description	Unit of Measure	Unit Price
1	3/4 or 1 ton truck	hr	$23.90
2	1.5 ton truck	hr	$34.30
3	1.5 ton truck with wench	hr	$47.50
4	Dump truck	hr	$33.00
5	Material hauler	hr	$33.00
6	35' bucket truck	hr	$59.50

7	Pole truck with auger, minimum 12,000 lb torque	hr	$79.00
8	Loader/Backhoe	hr	$33.20
9	1/3 cubic yard backhoe	hr	$33.20
10	Crawler-mounted backhoe	hr	$73.00
11	3 cubic yard loader	hr	$59.80
12	25 ton crane	hr	$92.80
13	40 ton crane	hr	$106.00
14	Trencher, 20 HP or less	hr	$24.90
15	Trencher, more than 20 HP	hr	$36.90
16	Pole/Cable trailer	hr	$12.90
17	Air compressor	hr	$3.90
18	Generator	hr	$2.60
19	2" - 3" water pump	hr	$2.60
20	Mud hen/hog pump, diaphragm type	hr	$5.25
21	Manhole ventilator/blower	hr	$2.60
22	Acetylene torch	hr	$3.90
23	Plate compactor	hr	$3.96
24	Roller compactor	hr	$13.20
25	Asphalt roller	hr	$13.20
26	Chain saw	hr	$6.60
27	Concrete/Asphalt saw	hr	$7.90
28	Light tree	hr	$13.00

29	Rear lot machine	hr	$59.60

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Exhibit "C"

CONTRACTUAL INSURANCE REQUIREMENTS

The information contained herein is to describe the contractual requirements that City of Winter Park has indicated to myCOI. These contractual requirements should NOT be used to provide inaccurate information regarding current insurance policies. Questions regarding interpretation of this document can be directed to our support team at 317-759-9426.

INSURED	CARRIER REQUIREMENTS

	POLICY LINE		POLICY LIMITS	
GENERAL LIABILITY			EACH OCCURRENCE	$ 1,000,000
		CLAIMS MADE	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	X	OCCUR	MED EXP (Any one person)	$
			PERSONAL & ADV INJURY	$ 1,000,000
			GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER		PRODUCTS - COMP/OP AGG	$ 2,000,000
		POLICY / PROJECT / LOCATION		$
AUTO LIABILITY			COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X	ANY AUTO	BODILY INJURY (Per person)	$
		ALL OWNED AUTOS	BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS	PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS		
		NON-OWNED AUTOS		
UMBRELLA /EXCESS LIABILITY		OCCUR	EACH OCCURRENCE	$
		Claims Made	AGGREGATE	$
WORKERS COMP /EMPLOYEE LIABILITY			X WC STATUTORY LIMITS / OTHER	
			E.L. EACH ACCIDENT	$ 500,000
			E.L. DISEASE - EA EMPLOYEE	$ 500,000
			E.L. DISEASE - POLICY LIMIT	$ 500,000
Property		Property Causes of Loss / Deductibles		Building $
		Basic / Building		Personal Property $
		Broad / Contents		Business Income $
		Special		Extra Expense $
		Earthquake		Rental Value $
		Wind		Blanket Building $
		Flood		Blanket Pers Prop $
				Blanket BLDG & PP $
				$
				$
Boiler and Machine		Boiler & Machinery /Equipment Break Down		$
				$
Professional Liability	Professional Liability coverage should be on an occurrence basis.		Each Occurrence: $10,000,000	

Certification Holder

The City of Winter Park C/O: myCOI 1075 Broad Ripple Ave, Suite 313 Indianapolis, IN 46220

ADDITIONAL REQUIREMENTS

Division Name: Procurement Vendors.
- 30 Days Notice of Cancellation Required.

General Liability

- Must provide a physical copy of the Additional Insured Endorsement for Ongoing and Completed Operations (CG 2010 0413 and CG 2037 0413 or their equivalent) in addition to the certificate of insurance.
- Umbrella or Excess Liability may be used to meet policy limits.
- Medical Expense is required in the amount of $2,000.
- Waiver of Subrogation applies in favor of:The City of Winter Park
- Please confirm on the certificate or by uploading endorsement(s) that Additional Insured applies to this policy.
- Additional Insured Names: The City of Winter Park,
- Additional Insured applies to General Liability.
- Please confirm on the certificate or by uploading endorsement(s) that Waiver of Subrogation applies to this policy.

Sample

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- Please confirm on the certificate or by uploading endorsement(s) that Primary & Non-Contributory applies to this policy.

Automobile Liability

- The following will be accepted in lieu of the Any Auto requirement:
--All Owned, Hired & Non-Owned Autos
--Scheduled, Hired & Non-Owned Autos
- Umbrella or Excess Liability may be used to meet policy limits.
- Spilt limits will be accepted in lieu of combined single limit requirement.
- Waiver of Subrogation applies in favor of:The City of Winter Park
- Please confirm on the certificate or by uploading endorsement(s) that Waiver of Subrogation applies to this policy.

Workers Compensation

- Waiver of Subrogation applies in favor of:The City of Winter Park
- Please confirm on the certificate or by uploading endorsement(s) that Waiver of Subrogation applies to this policy.

Sample

Streetlight (No Change to Base):

$1,654.83 Per Light (Plus Two Hour Minimum Per Pole for Misc.)

-SL1 ($486.00)

-SL3 ($273.45)

-SL8 ($530.88)

-SL5 ($121.50)

-OH3 ($243.00)

Streetlight (Replacing Anchors):

$2,819.23 Per Light (Plus Two Hour Minimum Per Pole for Misc.)

-SL1 ($486.00)

-SL3 ($273.45)

-SL8 ($530.88)

-SL5 ($121.50)

-OH3 ($243.00)

-Labor Charged Hourly for two hours to remove and replace Streetlight anchors (No Unit Pricing In contract) ($1164.40)

Streetlight (Replacing Base):

$5,148.03 Per Light (Plus Two Hour Minimum Per Pole for Misc.)

-SL1 ($486.00)

-SL3 ($273.45)

-SL8 ($530.88)

-SL5 ($121.50)

-OH3 ($243.00)

-Labor Charged Hourly for six hours to removal and re-install Streetlight base (No Unit Pricing In contract) ($3,493.20)

Street Light Removal (Installing Flush Mount Hand Hole):

$1,802.30 Per Light (Plus Two Hour Minimum Per Pole for Mics.)

-OH3 ($243.00)

-SL3 ($182.30)

-SL5 ($121.50)

-JA1 ($91.10)

-Labor Charged Hourly for two hours for concrete or paver work (No Unit Pricing In contract) ($1,164.40)

New Smyrna Beach Quote

Hourly Rate:

$582.20 Per Hour (Includes Crew, Trucks and Tools Required)

-Lineman ($117.50)

-Line Apprentice ($102.00)

-Line Apprentice ($102.00)

-Laborer ($77.50)

-Bucket Truck ($59.50)

-Digger Derrick / Line Truck ($79.00)

-Pole Trailer ($12.90)

-One Ton Truck ($23.90)

-Saw ($7.90)

Material:

Cost plus 10%

HDD of Florida llc
10112 Colt LN
Winter Garden, FL,
34787

804 Lincoln Ave., St. Paul MN 55105
612-990-0266 chris@smartlinedesign.com

SmartLine Design
Always On.

HelixPile 2025: Report Output

Project: Light pole foundation, Flagler Ave./New Smyrna Beach

Company: SmartLine Design LLC
Prepared by engineer: CRA
File number: 25040XX
Time: 4/16/2025 9:38:58 AM

FOUNDATION SPEC: CHANCE SA112-0626



Digitally signed by Chris Arlandson
DN: CN=Chris Arlandson, dnQualifier=A01410D000001945182C9570023ADB6, O=Unaffiliated, C=US
Date: 2025.04.16 09:54:28-05'00'

Project: CRA1
Results for Design Section 0: Base model

Analysis summary for design section: Base model

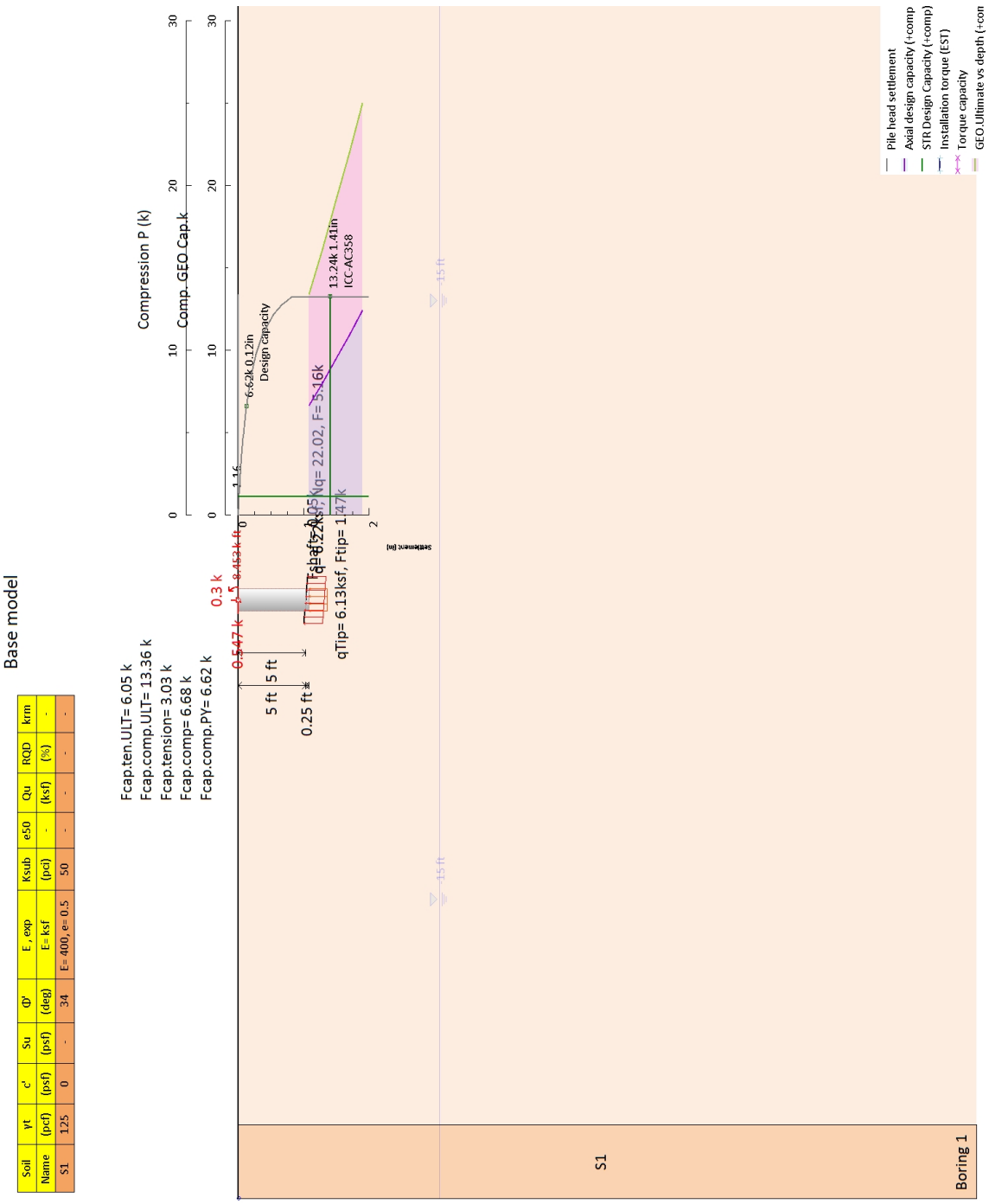


Table: Basic analysis assumptions Stage:Stage 0

Pile STR code	International Building Code 2015
Depth investigation	Max 10ft/1ft
Pile settlements P-y	Soil E, rM= 4, Aeff= 100%
PL install E factors	1/0.8/0.7/0.6
Steel Code: a= 0.5	AISC 360-22/ FS= 2
Concrete Code:	ACI 318-19/2
Ubraced length	N/A +, k= 1
Drain State Clays	Default
Pile tip resistance	Included (plugged)
Bearing factors	Vesic-1974
Bearing equation	General: Nc c' + (Nq-1) s'v + Ng g D
Bearing disturb reduce	1/0.8/0.7/0.6
Cylinder method	Mitsch-Clemence
Shaft friction	Included
delta on steel	50%
delta on grout	66%
Shaft/Cyl. Reduce c, αc	0.8, c1<= 1ksf, 0.5, c2<= 2ksf
Design life	30 years, ICC A358
FS bearing	2
FS shaft	2
Manufacturer	Chance - C107-0928
Helical pile	RS6625.280-H14
Pile diameter O.D.	6.625 in
Helical plates	14S
Pile steel Area As	5.58 in^2
Yield strength shaft	446.4 k
Mech. connection strength	200 k
Ultimate strength shaft	446.4 k
Torque cap. (yield)	40 k-ft
Lateral analysis	Pushover
Pile head (rotation)	Free head
Cyclic loading	No
Pile section	Elastic
Lateral load	0.55 k

Table: Analysis summary for helical pile for critical stages

	Factored load	Factored load	CAP. Comp. PY	CAP. tension	Structural cap.	LOAD/CAP	LOAD/CAP	LOAD/CAP
Critical	Compress. (k)	Tension (k)	GEO. (k)	GEO. (k)	(k)	RATIO	STRUCTURAL	GEOTECH
Stage	Stage 0	Stage 0	Stage 0	Stage 0	Stage 0	Stage 0	Stage 0	Stage 0
Stage 0	0.3	0	6.62	3.03	1.16	0.258	0.258	0.045

Table: Settlement analysis result summary

Stage	Ult. capacity	Settlement @ult. cap.	Design capacity	Settlement @des. cap.
Name	(k)	(in)	(k)	(in)
Stage 0	13.24	1.405	6.62	0.123

Table: Depth vs. capacity summary

Z	Q.Comp.Des	Q.Comp.Ult	Q.Tension.Des	Q.Tension.Ult	Est. Torque
(ft)	(k)	(k)	(k)	(k)	(k-ft)
5.25	6.62	13.36	3.03	6.05	-13.36
6.25	8.02	16.15	4.92	9.84	-16.15
7.25	9.44	19.03	6.12	12.24	-19.03
8.25	10.9	21.98	7.15	14.3	-21.98
9.25	12.4	25	8.21	16.43	-25

Helical anchor section data

Section	Fy	Fu	Dp	tP	Ap	I	Sxx	Zxx	J	rx	Tel	Tpl	Qy	Qult	Numbe
Name	(ksi)	(ksi)	(in)	(in)	(in^2)	(in4)	(in3)	(in3)	(in4)	(in)	(k-ft)	(k-ft)	(k)	(k)	Helix
RS6625.280-H14	80	70	6.62	0.28	5.58	28.14	8.5	11.3	56.3	2.25	40	40	446.4	200	1

Helical anchor: RS6625.280-H14, uses different plate sizes.

Plate	Dhel	Shel	Ahel	Qhel
Number	(in)	(ft)	(ft2)	(k)
1	14	3	0.83	60

Manufacturer: Chance - C107-0928

Torque rating method parameters for helical anchor.

Torque rating (by Manufacturer) Tel= 40 k-ft

Torque installation factor kT = 8/k

Fy=fyk = Characteristic yield strength for steel
Fu=fu = Ultimate steel strength
Dp = Shaft (pipe) diameter
tP = Shaft thickness (pipe thickness)
Ap = Effective shaft area (pipe area)
I = Shaft moment of inertia
Sxx = Shaft elastic section modulus
Zxx = Shaft plastic section modulus
J = Torsional moment of inertia for shaft
rx = Radius of gyration for shaft
Tel = Elastic torsional resistance for shaft
Tpl = Plastic torsional resistance for shaft
Qy = Yield tensile strength of shaft
Qult = Ultimate tensile strength of shaft
Dhel = Helix plate diameter
Shel = Horizontal helical plate spacing
Ahel = Effective helix area (used for bearing capacity calculations)
Qhel = Ultimate helix structural capacity in tension

Table: Helical pile analysis summary for all stages (Design values)

Paramete	Factored	Factored	Capacity	Capacity	Capacity	Comp.	Comp.	Tension	Tension	Settleme	Settleme	Settleme	Settleme
	Load	Load	GEO.	GEO.	Struct.	Cylinder	Plate	Cylinder	Plate	GEO.Ult	GEO.ult y	GEO.Des	GEO.Des
Stage	Comp. (k)	Tension (	Comp. (k)	Tension (	(k)	(k)	(k)	(k)	(k)	Comp. (k)	(in)	Comp. (k)	(in)
Stage 0	0.3	0	6.68	3.03	1.16	6.68	6.68	3.03	3.03	13.24	1.405	6.62	0.123

Table: Helical pile analysis summary for all stages (Ultimate values)

Parameter	Capacity	Capacity	Capacity	Comp.Ult	Comp.Ult	Tension.Ult	Tension.Ult
	GEO.Ult	GEO.Ult	Struct.Ult	Cylinder	Plate	Cylinder	Plate
Stage	Comp. (k)	Tension (k)	(k)	(k)	(k)	(k)	(k)
Stage 0	13.36	6.05	389.25	13.36	13.36	6.06	6.05

Table: Individual plate results stage for compression: Stage 0

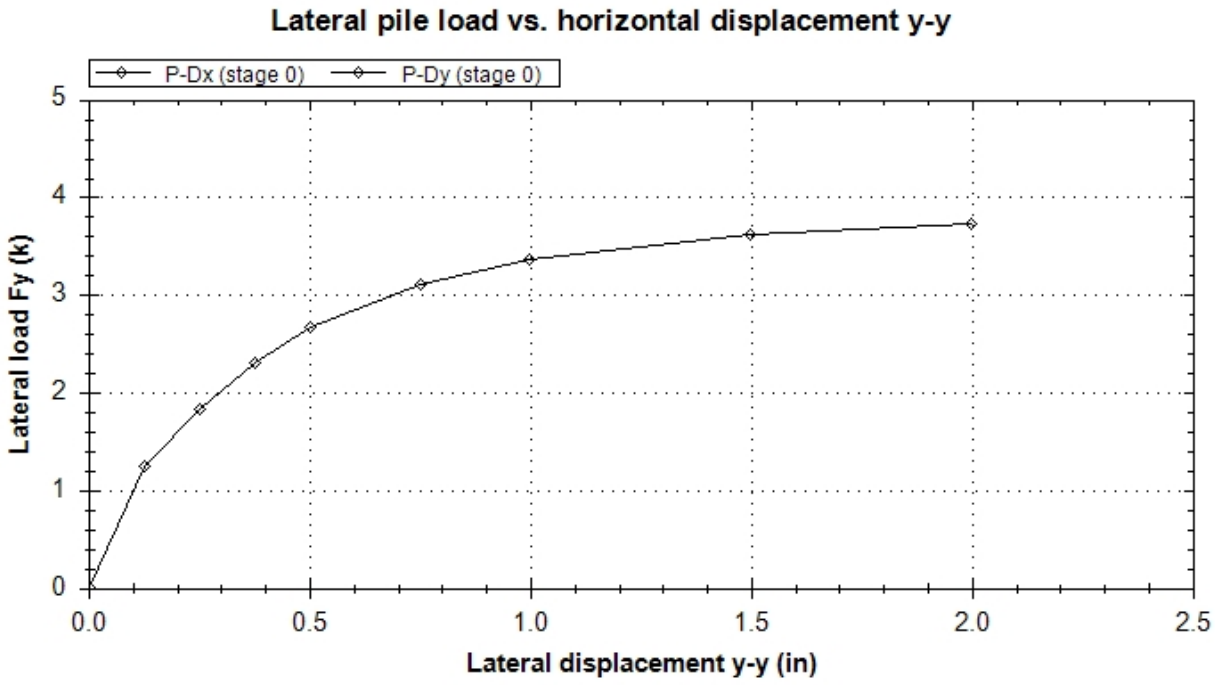
Plate	Area	X	El.	Nspt	Φ	c' or Su	Nq	σ'v	Qult	QultTension
Number	(ft2)	(ft)	(ft)	/ft	(deg)	(psf)		(ksf)	(k)	(k)
1	0.83	0	-5	N/A	34	0	22.015	0.525	10.33	5.96
Tip	0.239	0	-5.25	N/A	34	0	22.015	0.551	2.93	2.93

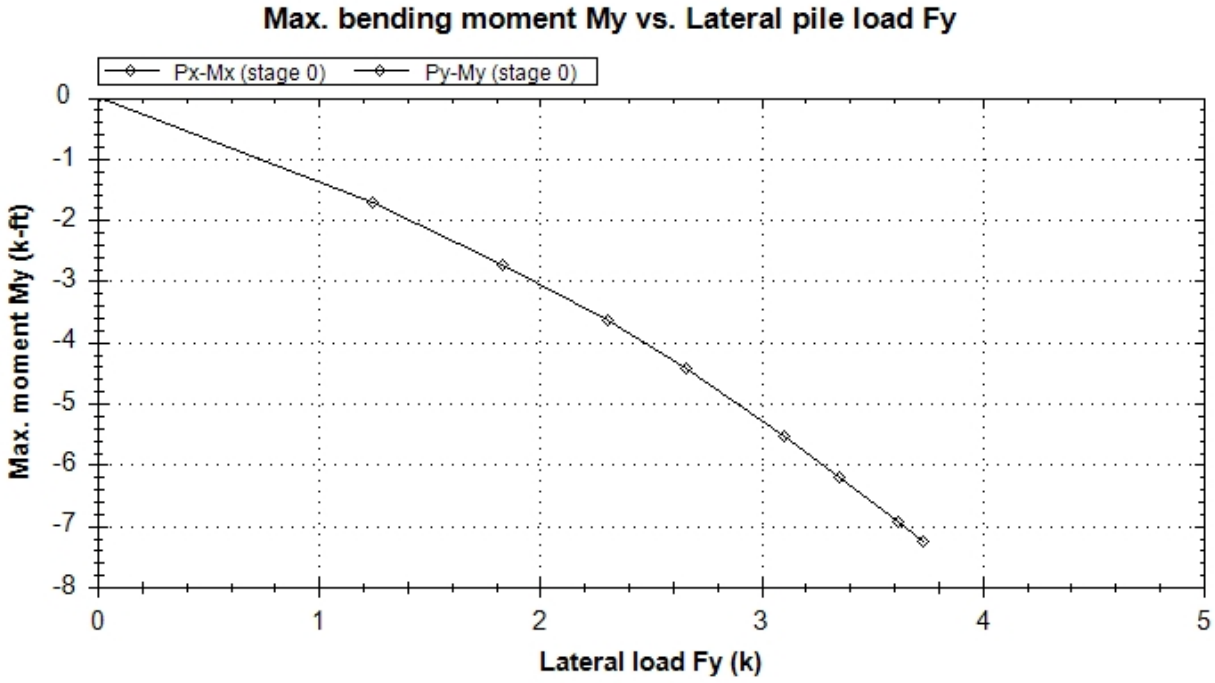
Table: Corrosion loss results

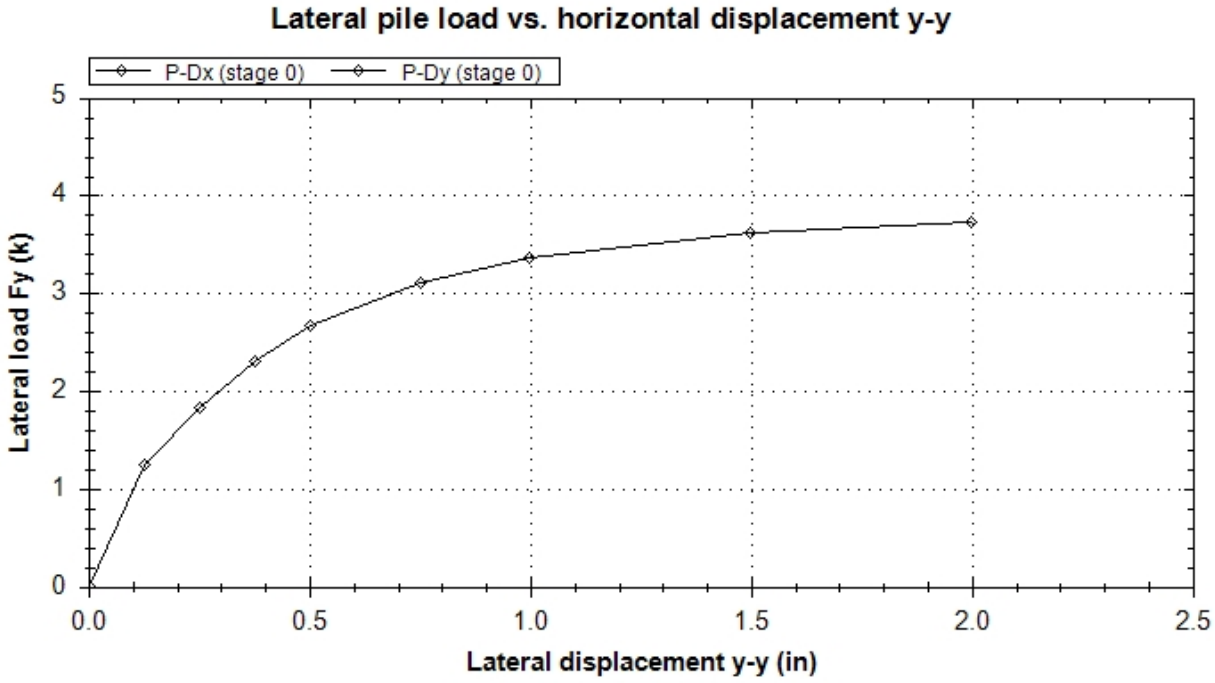
	Design	Thickness loss	Thickness loss	Steel loss	Other
Stage	Life (years)	Protection (mils)	Steel (in)	%	Warning
Stage 0	30	0	0.01	3.21	N/A

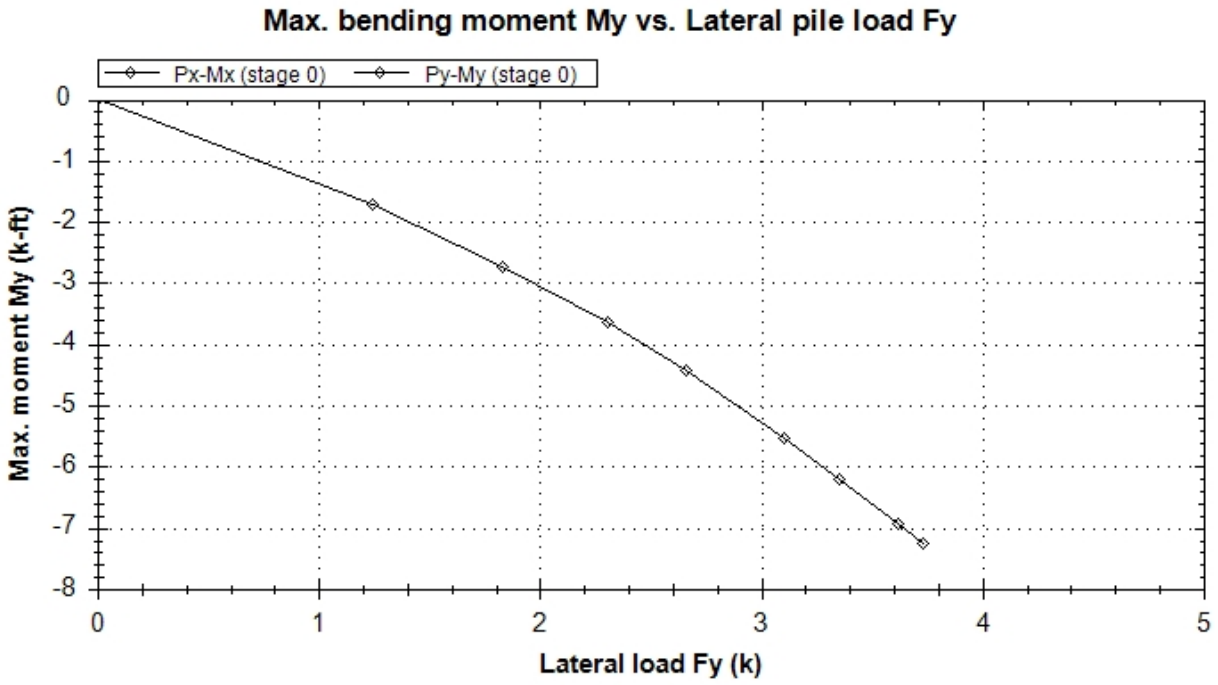
Table: Lateral pile analysis results

Stage	Top Of	Cyclic	Pile section	Lat. Force Fx	δ.x	Mx.max	Lat. Force Fy	δ.y	My.max
Name	pile	Conditions	Response	(k)	(in)	(k-ft)	(k)	(in)	(k-ft)
Stage 0	Free	No	Elastic	-0.55	-0.213	8.45	0	0	0




Max. bending moment My vs. Lateral pile load Fy
Px-Mx (stage 0)
Py-My (stage 0)
Max. moment My (k-ft)
0
-1
-2
-3
-4
-5
-6
-7
-8
0
1
2
3
4
5
Lateral load Fy (k)


Lateral pile load vs. horizontal displacement y-y
P-Dx (stage 0)
P-Dy (stage 0)
Lateral load Fy (k)
0
1
2
3
4
5
0.0
0.5
1.0
1.5
2.0
2.5
Lateral displacement y-y (in)



Soil type property data

Name	ytot	ymoist	Φ	c'	Su	qBond	Elastic	E	Exponent	Color
	(pcf)	(pcf)	(deg)	(psf)	(psf)	(psi)	model	(ksf)	-	
S1	125	105	34	0	N/A	30	EXP	400	0.5	

Soil type: Lateral pile analysis data

Name	Model	Ksub	e50	qU	RQD	krm
	Model	(pci)		(ksf)	(%)	
S1	Silt Reese	50	-	-	-	-

SOIL BORINGS

Top Elev= superior SOil level
Soil type=type of the soil (sand , clay , etc)
OCR=overconsolidation ratio
K0=at rest coefficient

Name: Boring 1, pos: (50, 0)

Top elev.	Soil type	OCR	Ko
0	S1	1	0.44

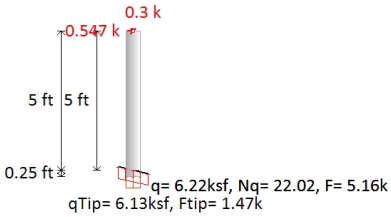
Design section Base model, failure mode results

Warning stage Stage 0: Design capacity determined from settlement P-y response and acceptance criteria.

Stage 0

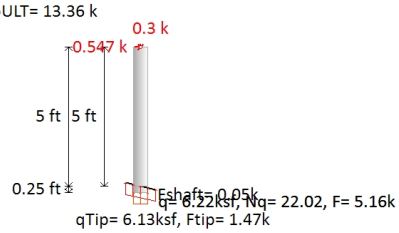
Cylinder.compULT= 13.36 k

Cylinder.comp= 6.68 k



Stage 0

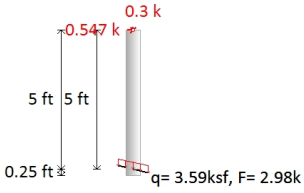
Plate.compULT= 13.36 k



Stage 0

Cylinder.tensionULT= 6.06 k

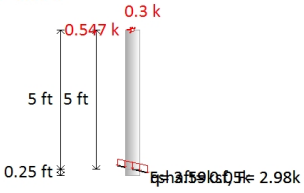
Cylinder.tension= 3.03 k



Stage 0

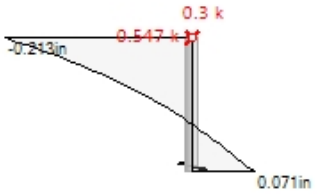
Plate.tensionULT= 6.05 k

Plate.tension= 3.03 k

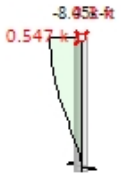


Design section Base model, lateral analysis results x axis

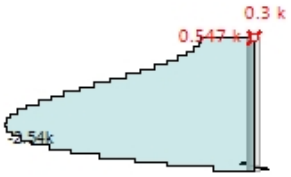
Displacement x-x: Stage 0



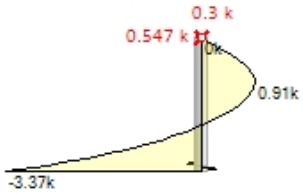
Moment x-x: Stage 0



Shear x-x: Stage 0



Hor. soil react x-x: Stage 0



Summary of loads on pile head

Summary of stage assumptions

Load: Live load, type: LL: Live load/Variable

Table: Load Live load data

Stage	Load is	Axial load	F.xx	F.yy	M.xx	M.yy
Number	Active	(k)	(k)	(k)	(k-ft)	(k-ft)
0	Yes	0.3	0.55	0	8.45	0

Note: Positive loads = compression, Negative loads= Tension

Stage assumptions for pile analysis

Summary of stage assumptions

Table: Pile main analysis assumptions

	FS Bearing	FS Shaft	Degign	Tip	Limit	Shaft	Shaft Fricti	Corrosion	Plate
Stage	-	-	Time (year	Resistance	sigma v'	Friction	Method	Method	Method
Stage 0	2	2	30	Included	N/A	Included	Effective st	ICC AC355	Vesic-1974+T-z

Table: Pile shaft friction effective stress method assumptions

	Friction	Friction	Adhesion factor	c1_limit	adhesion	c2_limt	adhesion
Stage	on steel(%)	on grout (%)	alpha c' or Su	(ksf)	factor at c1	(ksf)	factor at c2
Stage 0	50	66	N/A	1	0.8	2	0.5

MODEL STAGES

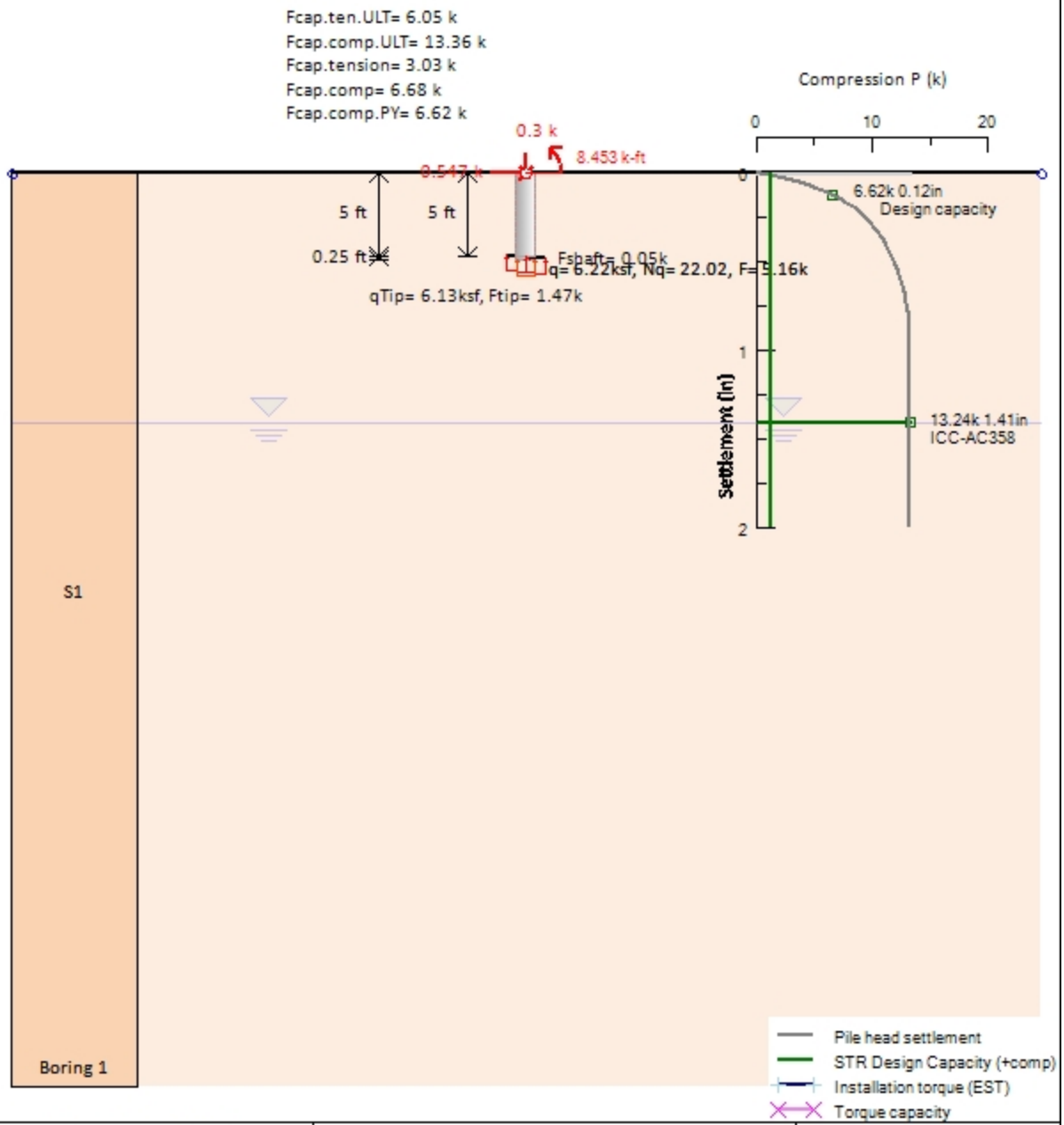
A sequence of figures for each excavation stage is reported

Table: Estimated P-y pile response stage 0

Axial load P (k)	Pile settlement y (in)
0	0
0	0
0	0
0	0
0	0
0.01	0
0.03	0
0.04	0
0.16	0.001
0.36	0.004
1.29	0.015
2.32	0.029
2.51	0.032
3.72	0.052
4.66	0.071
4.93	0.077
6.14	0.107
7.34	0.146
7.57	0.155
8.55	0.197
9.76	0.267
10.96	0.371
12.17	0.54
12.77	0.673
12.99	0.741
13.24	0.817
13.25	2

Base model

Soil	γt	c'	Su	Φ'	E , exp	Ksub	e50	Qu	RQD	krm
Name	(pcf)	(psf)	(psf)	(deg)	E= ksf	(pci)	-	(ksf)	(%)	-
S1	125	0	-	34	E= 400, e= 0.5	50	-	-	-	-



Company: ProjectWorks, LLC Engineer: JWC	DS: 0, Stage 0	Deep Excavation LCC HelixPile 2017
D:\Dropbox\ProjectWorks\Active Projects\cra1.HELX		4/16/2025

Detailed calculations for design section Base model

Detailed calculations for helical pile, stage : 0

Tip resistance calculations:

Plate bearing capacity calculations plate at El. -5.25ft , and x= 0ft, stage: Stage 0

Calculate plate bearing capacity with bearing capacity equations

Water table EL $_{GWT}$ = -15 ft

Water pressure u = 0 ksf

Effective stress at plate σ_{ve} = 0.551 ksf

Soil type: S1

Effective cohesion c = 0 ksf

Φ = 34 degrees

$N_q = 0.5 ((\Phi - 12))^{(\Phi/54)}$ = 22.015 (Vesic 1974)

Effective stress at plate $\sigma_{ve.calc}$ = 0.551 ksf

$N_\gamma = (N_q - 1) \tan(1.4\Phi)$ = 23.014

γ_{soil} = 105 pcf (moist above water table)

$q_{ult} = 9c + (N_q - 1)\sigma_{ve.calc} + 0.5 \gamma_{soil} D_{PL} N_\gamma$ = 12.25 ksf (General bearing capacity eq)

$Q_{ult} = q_{ult} * A_{pl}$ = 12.252ksf 0.239ft2 = 2.933 k

$$Qtip_{Comp.DES} = \frac{Q_{Comp.ULT}}{\gamma_{Bearing}} = \frac{2.93}{2} = 1.47 \text{ k}$$

Invividual plate calculations for stage: 0

$A_{PL1.1}$ = 0.83 ft2, defined plate area.

Plate bearing capacity calculations plate at El. -5ft , and x= 0ft, stage: Stage 0

Calculate plate bearing capacity with bearing capacity equations

Water table EL $_{GWT}$ = -15 ft

Water pressure $u = 0$ ksf

Effective stress at plate $\sigma_{ve} = 0.525$ ksf

Soil type: S1

Effective cohesion $c = 0$ ksf

$\Phi = 34$ degrees

$N_q = 0.5 ((\Phi - 12))^{(\Phi/54)} = 22.015$ (Vesic 1974)

Effective stress at plate $\sigma_{ve.calc} = 0.525$ ksf

$N_\gamma = (N_q - 1) \tan(1.4\Phi) = 23.014$

$\gamma_{soil} = 105$ pcf (moist above water table)

$q_{ult} = 9 c + (N_q - 1)\sigma_{ve.calc} + 0.5 \gamma_{soil} D_{PL} N_\gamma = 12.44$ ksf (General bearing capacity eq)

$Q_{ult} = q_{ult} * A_{pl} = 12.443$ksf 0.83ft2 $= 10.327$ k

Installation disturbance effects considered:

$M_{D.Comp} = 1$ disturbance factor for compression

$M_{D.Tension} = 1$ disturbance factor for tension

$Q_{PL.1.ULT.Comp} = 10.33 * M_{D.Comp} = 10.33$ k

$Q_{PL.1ULT.Tension} = 10.33 * M_{D.Tension} = 8.26$ k

$Qstr_{ULT.PL1} = 60$ k structural plate capacity

$\Phi_{Corrosion} = 0.976$ adjustment factor due to corrosion loss

$Qstr_{ULT.PL1} = \Phi_{Corrosion} * Qstr_{ULT.PL1} = 58.56$ k structural plate capacity

Ultimate Plate Capacity $Qcomp_{ULT.Crit} = \text{Min}(Qstr_{ULT.PL1}, Q_{ULT.PL.1.Comp}) = 10.33$ k

Examine cone weight resistance for top plate:

$Q_{ULT.CONE.TENSION} = 5.96$ k cone resistance

$Q_{ULT.PL.1.Tension} = \text{Min}(Q_{ULT.PL.1.Tension}, Q_{ULT.CONE.TENSION}) = 5.96$ k min.

Ultimate Plate Capacity $Qtension_{ULT.Crit} = \text{Min}(Qstr_{ULT.PL1}, Q_{ULT.PL.1.Tension}) = 5.96$ k

Design plate capacity $Q_{PL.1.DES.COMP} = \frac{Qcomp_{ULT.Crit}}{\gamma_{Bearing.DES}} = \frac{10.33}{2} = 5.16$ k

Design plate capacity $Q_{PL.1.DES.TENSION} = \frac{Qtension_{ULT.Crit}}{\gamma_{Bearing.DES}} = \frac{5.96}{2} = 2.98$ k

Calculate pile capacities for stage : Stage 0

$FS_{SHAFT.RESISTANCE} = 2$ (geotechnical)

$FS_{BEARING.RESISTANCE} = 2$ (geotechnical)

Basic description of shaft and cylinder body strength calculations, stage: 0

$\delta_{steel} = 50$ % interface friction between soil and steel.

Lateral earth stresses determined with Mitch-Clemence approach:

$k_h = 0.09\ (e)^{0.08\,\Phi}$ = normal stress

Adhesion values determine from cohesion or undrained shear strength with the following method:

By using a tri-linear approach similar to API, where:

$\alpha_{c.factor.1} = 0.8$ when c is smaller than c= 1ksf

$\alpha_{c.factor.2} = 0.5$ when c is greater than c= 2ksf

A linear interpolation is assumed for intermediate values

$\beta = 90$ degrees, pile angle

$\sigma_{he} = K_h * \sigma_{ve}$ = lateral confining soil stress

σ_{ve} = Vertical effective soil stress : calculated along pile.

$\sigma_{normal} = 0.5 \cos(\beta)\, \sigma_{ve} + 0.5 \sin(\beta)\, \sigma_{he} + 0.5\, \sigma_{he}$ = average normal stress.

For shaft-to-soil resistance the following general equations are used:

$\tau_{side.\Phi} = \sigma_{normal} * \tan(\delta \times \Phi)$ = frictional resistance

$\tau_{side.c\ or\ Su} = \alpha_{all\ effects} *$ (c or Su) = cohesional resistance

$\tau_{total} = \tau_{side.\Phi} + \tau_{side.c\ or\ Su}$ = total side resistance equation

Cylinder body strength determine from following approach:

$\tau_{CYL.\Phi} = \sigma_{normal} * \tan(\Phi)$ = frictional resistance

$\tau_{CYL.c\ or\ Su} = \alpha_{all\ effects} *$ (c or Su) = cohesional resistance

$\tau_{total} = \tau_{CYL.\Phi} + \tau_{CYL.c\ or\ Su}$ = total side resistance equation along cylinder body

$R_{GEO.SHAFT\_PL.ULT}$ = 0.1 k (Shaft resistance for plate mode)

$$R_{GEO.SHAFT.DES} = \frac{R_{GEO.SHAFT.ULT}}{FS_{SHAFT.GEO}} = \frac{0.1}{2} = 0.05\ k$$

Calculate individual plate failure mode capacities:

Calculate design capacities for all plates in compression:

Design plate capacity $Q_{PL.1.DES}$ = 5.16 k

Sum for all plates: $Q_{PLATES.DES}$ = 5.16 k

Design capacity for individual failure mode in compression:

$R_{PLATE\text{-}MODE.DES} = Q_{PLATES.DES} + R_{GEO.SHAFT.DES} + Q_{GEO.TIP.DES}$ = 5.16+0.05+1.47 = 6.68 k

Calculate ultimate capacities for all plates in compression:

Ultimate plate capacity $Q_{PL.1.ULT}$ = 5.16 k

Ultimate capacity for individual failure mode in compression:

$R_{PLATE\text{-}MODE.ULT} = Q_{PLATES.ULT} + R_{GEO.SHAFT.ULT} + Q_{GEO.TIP.ULT}$ = 10.33+0.1+2.93 = 13.36 k

Calculate capacities for individual plate mode in tension:

Calculate design capacity:

Design tension plate capacity $Q_{PL.1.DES.T}$ = 2.98 k

$R_{PLATE\text{-}MODE.DES.TENSION} = Q_{PLATES.DES.TENSION} + R_{GEO.SHAFT.DES.TENSION} = 2.98 + 0.05 = 3.03$ k

Calculate ultimate capacity:

Ultimate tension plate capacity $Q_{PL.1.ULT.T} = 5.96$ k

$R_{PLATE\text{-}MODE.ULT.TENSION} = Q_{PLATES.ULT.TENSION} + R_{GEO.SHAFT.ULT.TENSION} = 5.96 + 0.1 = 6.05$ k

Cylinder failure mode not calculated since pile has only one plate.

Pile has one plate, individual plate mode controls capacity:

The critical design geotechnical capacity in compression is:

$R_{GEO.DES.COMP} = 6.68$ k

The ultimate design geotechnical capacity in compression is:

$R_{GEO.ULT.COMP} = 13.36$ k

The critical design geotechnical capacity in tension is:

$R_{GEO.DES.TENSION} = 3.03$ k

The ultimate design geotechnical capacity in tension is:

$R_{GEO.ULT.TENSION} = 6.05$ k

Allowable stress factor selected according to building code: International Building Code 2015

Defined material strength $f_y = 80$ ksi

Adjusted material strength $f_{y.1} = 80$ ksi

Design stress $f_{y.des} = 0.6 * f_{y.1} = 48$ ksi

Design stress factor $\alpha_{y.des} = \frac{f_{y.des}}{f_y} = 0.6$

$\alpha_{DES.STR} = 0.6$ design stress factor for structural section.

$Q_{y.Shaft} = 446.4$ k, shaft yield strength (without buckling)

$Q_{ULT.Shaft} = 446.4$ k, shaft ultimate strength (without buckling)

$P_{DES.CAP.STR.1} = Q_{y.Shaft} * \alpha_{DES.STR} = 267.84\ k$

$P_{DES.CAP.STR.2} = Q_{ULT.Shaft} * 0.833\ \alpha_{DES.STR} = 223.2\ k$ (0.833 =5/6 approximate adjustment)

$P_{DES.CAP.STR} = \text{Min}(P_{DES.CAP.STR.1}, P_{DES.CAP.STR.2}) = 223.2\ k$

Examine capacity loss due to corrosion

Initial pile size $D_{pile} = 6.625\ in$

$D_{new} = D_{pile} - 0.5\ T_{loss.steel} = 6.621\ in$ effective pile size.

Initial pile section thickness $T_{pile} = 0.28\ in$

$T_{new} = T_{pile} - T_{loss.steel} = 0.271\ in$ effective pile thickness.

$RAT_{areas} = \frac{A_{new}}{A_{initial}} = 1$ approximate area ratio

$P_{CAP.STR.ULT} = RAT_{areas} * P_{CAP.STR.ULT.NoCorrosion} = 0.969\ 446.4k = 432.5\ k$

$P_{CAP.STR.DES} = RAT_{areas} * P_{CAP.STR.DES.NoCorrosion} = 0.969\ 446.4k = 216.25\ k$ (design structural capacity)

Pile is in compression for stage 0

$F_{comp} = 0.3\ k$

Stress check $STR_{basic} = \frac{F_{Design}}{P_{Design.STR}} = \frac{0.3}{216.25} = 0.001$ (structural check)

Multiply loads by load factor $LF_{user} = 2$ since design code is LRFD

Analysis performed with steel code: AISC 360-22

Beam is a section:

Beam lengths and loads are:

Unbraced length for strong axis $L_{xx} = 0.01\ ft$

Unbraced length for weak axis $L_{yy} = 0.01\ ft$

Unbraced length for compression flange $L_b = 0.01\ ft$

Effective unbraced length factor K_{xx} = 1 ft

Effective unbraced length factor K_{yy} = 1 ft

Axial load P = 0.6 k

Bending moment in strong axis M_{xx} = 16.91 k-ft

Bending moment in weak axis M_{yy} = 0 k-ft

Beam section data:

Diameter D = 6.621 in

Pipe thickness t_p = 0.271 in

Section area A_{st} = 5.406 ft

Strong axis elastic modulus S_{xx} = 8.25 in3

Strong axis plastic modulus Z_{xx} = 10.93 in3

Strong axis moment of inertia I_{xx} = 27.29 in4

Radius of gyration strong axis r_{xx} = 2.246 in

Weak axis elastic modulus S_{yy} = 8.25 in3

Weak axis plastic modulus Z_{yy} = 10.93 in3

Weak axis moment of inertia I_{yy} = 27.29 in4

Radius of gyration weak axis r_y = 2.246 in

Torsional moment of inertia J = 56.28 in4

Torsional radius of gyration r_T = 2.246 in

Axial stress: fa= P/A = 0.6/5.41= 0.11k/in^2

Bending stress in X-X: fbx= |Mxx + MxxDL|/Sxx = |16.91+0| x 12 in/ft /8.25in3= 24.6k/in^2

Bending stress in Y-Y: fby |Myy + MyyDL|/Syy = |0+0| x 12 in/ft /8.25in3= 0k/in^2

SECTION: Section is pipe

Dead Load Moments: MxDL= 0 k-ft, MyDL= 0 k-ft

Classify pipe section for compact/noncompact status, Table B4.1a Item 9

Examine ratio λ= D/ tp = 6.621/(0.271)= 24.428

In uniform compression: λr= 0.11 E/Fy = 39.875

In flexure: λp= 0.07 E/Fy = 25.375

In flexure: λr= 0.31 E/Fy = 112.375

λ smaller than λp pipe in flexure classified as compact.

Determine kL/r ratios for all directions.

for flange $k_x \frac{L_b}{r_x} = 0.053$

for weak axis $k_y \frac{L_y}{r_y} = 0.053$

for strong axis $k_x \frac{L_x}{r_x} = 0.053$

Critical kL/r= 0.053

Examine flexural buckling, Section E3

Compact or noncompact section, limit for flexural buckling kL/r= $4.71 \sqrt{\frac{E_{steel}}{F_y}} = 0.05$

$F_e = \pi^2 \frac{E}{(kL/r)^2} = 100266245.98$ksi, Eq. E3-4

kL/r smaller than 89.68, Equation E3-2 applies.

$F_{cr} = 0.658^{(Fy/Fe)} F_y = 100266245.98$ksi, Eq. E3-2

$F_e = \pi^2 \frac{E}{(kL/r)^2}$ = 100266245.98ksi, Eq. E3-4

kL/r smaller than 89.68, Equation E3-2 applies.

$F_{cr} = 0.658^{(Fy/Fe)} F_y$ = 100266245.98ksi, Eq. E3-2

Design $F_u = 0.9 F_{cr}$ = 72ksi

$\Phi P_n = F_u A_{st}$ = 389.25 k

Plastic moment capacity in X-X Mp.x= Zxx x Fy= 874.65k-in

Yield moment capacity in X-X My.x= Sxx x Fy= 659.63k-in

Examine steel pipe section, according to Section F8

λ= D/tp= 24.428

λp= 0.07 E/Fy= 25.375

λr= 0.31 E/Fy= 112.375

Max. permitted λr= 0.45 E/Fy= 163.125

λ smaller than λp, Eq. F8-1 applies

$M_{n.xx} = F_y Z_{xx}$ = 874.65k-in, Eq. F8.1

$\Phi M_{n.x}$ = 0.9 x 874.65k-in/12 in/ft = 65.6k-ft

Examine weak axis bending:

AISC 360-22: Mny λ smaller λp Eq F8.1

$M_{n.yy} = F_y Z_{yy}$ = 874.65k-in, Eq. F8.1

$\Phi M_{n.y}$ = 0.9 x 874.65k-in/12 in/ft = 65.6k-ft

Examine combined axial-bending stress check:

Axial force P = 0.6 k

Bending moment in x-x M_x = 16.91 k-ft

Bending moment in y-y $M_y = 0$ k-ft

$\sigma_a = \frac{P}{A_{st}} = 0.111$ ksi, axial stress

$\sigma_{bx} = \frac{M_x}{S_{xx}} = 24.604$ ksi, bending stress in x-x

$\sigma_{by} = \frac{M_y}{S_{yy}} = 0$ ksi, bending stress in y-y

$RAT_a = \frac{P}{\Phi P_n} = \frac{0.6k}{389.25k} = 0.002$, axial stress ratio

$RAT_{bx} = \frac{M_x}{\Phi M_{nx}} = \frac{16.91k\text{-}ft}{65.6k\text{-}ft} = 0.258$, bending stress ratio in x-x

$RAT_{by} = \frac{M_y}{\Phi M_{ny}} = \frac{0k\text{-}ft}{65.6k\text{-}ft} = 0$, bending stress ratio in y-y

$RAT_a = 0.002$ smaller than 0.2, Eq. H1-1b applies:

$RAT = \frac{RAT_a}{2} + RAT_{bx} + RAT_{by} = 0.258$, combined stress ratio

Combined stress ratio is smaller than 1.0 section is adequate.

$P_{DES.STR} = \frac{P.design \times STR_{basic}}{0.258} = 1.16$ k

Stress check $STR_2 = 0.258$ maximum from area check and buckling.

Calculate ultimate structural capacity:

Analysis performed with steel code: AISC 360-22

Beam is a section:

Beam lengths and loads are:

Unbraced length for strong axis $L_{xx} = 0.01$ ft

Unbraced length for weak axis $L_{yy} = 0.01$ ft

Unbraced length for compression flange L_b = 0.01 ft

Effective unbraced length factor K_{xx} = 1 ft

Effective unbraced length factor K_{yy} = 1 ft

Axial load P = 0.6 k

Bending moment in strong axis M_{xx} = 16.91 k-ft

Bending moment in weak axis M_{yy} = 0 k-ft

Beam section data:

Diameter D = 6.621 in

Pipe thickness t_p = 0.271 in

Section area A_{st} = 5.406 ft

Strong axis elastic modulus S_{xx} = 8.25 in3

Strong axis plastic modulus Z_{xx} = 10.93 in3

Strong axis moment of inertia I_{xx} = 27.29 in4

Radius of gyration strong axis r_{xx} = 2.246 in

Weak axis elastic modulus S_{yy} = 8.25 in3

Weak axis plastic modulus Z_{yy} = 10.93 in3

Weak axis moment of inertia I_{yy} = 27.29 in4

Radius of gyration weak axis r_y = 2.246 in

Torsional moment of inertia J = 56.28 in4

Torsional radius of gyration r_T = 2.246 in

Axial stress: fa= P/A = 0.6/5.41= 0.11k/in^2

Bending stress in X-X: fbx= |Mxx + MxxDL|/Sxx = |16.91+0| x 12 in/ft /8.25in3= 24.6k/in^2

Bending stress in Y-Y: fby |Myy + MyyDL|/Syy = |0+0| x 12 in/ft /8.25in3= 0k/in^2

SECTION: Section is pipe

Dead Load Moments: MxDL= 0 k-ft, MyDL= 0 k-ft

Classify pipe section for compact/noncompact status, Table B4.1a Item 9

Examine ratio λ= D/ tp = 6.621/(0.271)= 24.428

In uniform compression: λr= 0.11 E/Fy = 39.875

In flexure: λp= 0.07 E/Fy = 25.375

In flexure: λr= 0.31 E/Fy = 112.375

λ smaller than λp pipe in flexure classified as compact.

Determine kL/r ratios for all directions.

for flange $k_x \frac{L_b}{r_x}$ = 0.053

for weak axis $k_y \frac{L_y}{r_y}$ = 0.053

for strong axis $k_x \frac{L_x}{r_x}$ = 0.053

Critical kL/r= 0.053

Examine flexural buckling, Section E3

Compact or noncompact section, limit for flexural buckling kL/r= 4.71 $\sqrt{\frac{E_{steel}}{F_y}}$ = 0.05

$F_e = \pi^2 \frac{E}{(kL/r)^2}$ = 100266245.98ksi, Eq. E3-4

kL/r smaller than 89.68, Equation E3-2 applies.

$F_{cr} = 0.658^{(Fy/Fe)} F_y$ = 100266245.98ksi, Eq. E3-2

$F_e = \pi^2 \frac{E}{(kL/r)^2}$ = 100266245.98ksi, Eq. E3-4

kL/r smaller than 89.68, Equation E3-2 applies.

$F_{cr} = 0.658^{(Fy/Fe)} F_y$ = 100266245.98ksi, Eq. E3-2

Design $F_u = 0.9 F_{cr}$ = 72ksi

$\Phi P_n = F_u A_{st}$ = 389.25 k

Plastic moment capacity in X-X Mp.x= Zxx x Fy= 874.65k-in

Yield moment capacity in X-X My.x= Sxx x Fy= 659.63k-in

Examine steel pipe section, according to Section F8

λ= D/tp= 24.428

λp= 0.07 E/Fy= 25.375

λr= 0.31 E/Fy= 112.375

Max. permitted λr= 0.45 E/Fy= 163.125

λ smaller than λp, Eq. F8-1 applies

$M_{n.xx} = F_y Z_{xx}$ = 874.65k-in, Eq. F8.1

$\Phi M_{n.x}$ = 0.9 x 874.65k-in/12 in/ft = 65.6k-ft

Examine weak axis bending:

AISC 360-22: Mny λ smaller λp Eq F8.1

$M_{n.yy} = F_y Z_{yy}$ = 874.65k-in, Eq. F8.1

$\Phi M_{n.y}$ = 0.9 x 874.65k-in/12 in/ft = 65.6k-ft

Examine combined axial-bending stress check:

Axial force P = 0.6 k

Bending moment in x-x M_x = 16.91 k-ft

Bending moment in y-y M_y = 0 k-ft

$\sigma_a = \frac{P}{A_{st}}$ = 0.111 ksi, axial stress

$\sigma_{bx} = \frac{M_x}{S_{xx}}$ = 24.604 ksi, bending stress in x-x

$\sigma_{by} = \frac{M_y}{S_{yy}}$ = 0 ksi, bending stress in y-y

$RAT_a = \frac{P}{\Phi P_n} = \frac{0.6k}{389.25k}$ = 0.002 , axial stress ratio

$RAT_{bx} = \frac{M_x}{\Phi M_{nx}} = \frac{16.91k\text{-}ft}{65.6k\text{-}ft}$ = 0.258 , bending stress ratio in x-x

$RAT_{by} = \frac{M_y}{\Phi M_{ny}} = \frac{0k\text{-}ft}{65.6k\text{-}ft}$ = 0 , bending stress ratio in y-y

RAT_a = 0.002 smaller than 0.2, Eq. H1-1b applies:

$RAT = \frac{RAT_a}{2} + RAT_{bx} + RAT_{by}$ = 0.258 , combined stress ratio

Combined stress ratio is smaller than 1.0 section is adequate.

$P_{CAP.STR.ULT}$ = 389.25 k structural capacity

Calculate stress ratios and final pile capacities

F_{comp} = 0.3 k total applied comp. force

$F_{tension}$ = 0 k total applied tension force

Stress check $RAT_{GEO.COMP} = \frac{F_{comp}}{R_{GEO.DES.COMP}} = \frac{0.3}{6.68}$ = 0.045 for geo. capacity in compression

Stress check $RAT_{GEO.TENSION} = \frac{F_{tension}}{R_{GEO.DES.TENSION}} = \frac{0}{3.03}$ = 0 for geo. capacity in tension

Stress check $RAT_{STR.COMP} = \frac{F_{comp}}{P_{CAP.COMP.STR.DES}} = \frac{0.3}{1.16}$ = 0.258 structural check in compression

Stress check $RAT_{STR.TENSION} = \frac{F_{tension}}{} = \frac{0}{}$ = 0 structural check in tension

P CAP.TENSION.STR.DES 216.25

RAR STR.CRIT = Max(RAT STR.TENSION , RAT STR.COMP)= 0.258 critical structural check.

RAR GEO.CRIT = Max(RAT GEO.TENSION , RAT GEO.COMP)= 0.045 critical geotechnical check.

RAR CRITICAL = Max(RAT GEO.CRIT , RAT STR.CRIT)= 0.258 critical pile check.

Critical pile structural capacity equations with combined loads:

Structural calculations at El.0 point 0

Pile is in compression for stage 0

F_{comp} = 0.3 k

Multiply loads by load factor LF_{user} = 2 since design code is LRFD

Analysis performed with steel code: AISC 360-22

Beam is a section:

Beam lengths and loads are:

Unbraced length for strong axis L_{xx} = 0.01 ft

Unbraced length for weak axis L_{yy} = 0.01 ft

Unbraced length for compression flange L_b = 0.01 ft

Effective unbraced length factor K_{xx} = 1 ft

Effective unbraced length factor K_{yy} = 1 ft

Axial load P = 0.6 k

Bending moment in strong axis M_{xx} = 16.91 k-ft

Bending moment in weak axis M_{yy} = 0 k-ft

Beam section data:

Diameter D = 6.621 in

Pipe thickness t_p = 0.271 in

Section area A_{st} = 5.406 ft

Strong axis elastic modulus S_{xx} = 8.25 in3

Strong axis plastic modulus Z_{xx} = 10.93 in3

Strong axis moment of inertia I_{xx} = 27.29 in4

Radius of gyration strong axis r_{xx} = 2.246 in

Weak axis elastic modulus S_{yy} = 8.25 in3

Weak axis plastic modulus Z_{yy} = 10.93 in3

Weak axis moment of inertia I_{yy} = 27.29 in4

Radius of gyration weak axis r_{y} = 2.246 in

Torsional moment of inertia J = 56.28 in4

Torsional radius of gyration r_{T} = 2.246 in

Axial stress: fa= P/A = 0.6/5.41= 0.11k/in^2

Bending stress in X-X: fbx= |Mxx + MxxDL|/Sxx = |16.91+0| x 12 in/ft /8.25in3= 24.6k/in^2

Bending stress in Y-Y: fby |Myy + MyyDL|/Syy = |0+0| x 12 in/ft /8.25in3= 0k/in^2

SECTION: Section is pipe

Dead Load Moments: MxDL= 0 k-ft, MyDL= 0 k-ft

Classify pipe section for compact/noncompact status, Table B4.1a Item 9

Examine ratio λ= D/ tp = 6.621/(0.271)= 24.428

In uniform compression: λr= 0.11 E/Fy = 39.875

In flexure: λp= 0.07 E/Fy = 25.375

In flexure: λr= 0.31 E/Fy = 112.375

λ smaller than λp pipe in flexure classified as compact.

Determine kL/r ratios for all directions.

for flange $k_x \frac{L_b}{r_x} = 0.053$

for weak axis $k_y \frac{L_y}{r_y} = 0.053$

for strong axis $k_x \frac{L_x}{r_x} = 0.053$

Critical kL/r= 0.053

Examine flexural buckling, Section E3

Compact or noncompact section, limit for flexural buckling kL/r= $4.71 \sqrt{\frac{E_{steel}}{F_y}} = 0.05$

$F_e = \pi^2 \frac{E}{(kL/r)^2} = 100266245.98$ksi, Eq. E3-4

kL/r smaller than 89.68, Equation E3-2 applies.

$F_{cr} = 0.658^{(Fy/Fe)} F_y = 100266245.98$ksi, Eq. E3-2

$F_e = \pi^2 \frac{E}{(kL/r)^2} = 100266245.98$ksi, Eq. E3-4

kL/r smaller than 89.68, Equation E3-2 applies.

$F_{cr} = 0.658^{(Fy/Fe)} F_y = 100266245.98$ksi, Eq. E3-2

Design $F_u = 0.9 F_{cr} = 72$ksi

$\Phi P_n = F_u A_{st} = 389.25$ k

Plastic moment capacity in X-X Mp.x= Zxx x Fy= 874.65k-in

Yield moment capacity in X-X My.x= Sxx x Fy= 659.63k-in

Examine steel pipe section, according to Section F8

$\lambda = D/tp = 24.428$

$\lambda p = 0.07\ E/Fy = 25.375$

$\lambda r = 0.31\ E/Fy = 112.375$

Max. permitted $\lambda r = 0.45\ E/Fy = 163.125$

λ smaller than λp, Eq. F8-1 applies

$M_{n.xx} = F_y Z_{xx} = 874.65$k-in, Eq. F8.1

$\Phi M_{n.x} = 0.9 \times 874.65$k-in/12 in/ft $= 65.6$k-ft

Examine weak axis bending:

AISC 360-22: Mny λ smaller λp Eq F8.1

$M_{n.yy} = F_y Z_{yy} = 874.65$k-in, Eq. F8.1

$\Phi M_{n.y} = 0.9 \times 874.65$k-in/12 in/ft $= 65.6$k-ft

Examine combined axial-bending stress check:

Axial force P = 0.6 k

Bending moment in x-x $M_x = 16.91$ k-ft

Bending moment in y-y $M_y = 0$ k-ft

$$\sigma_a = \frac{P}{A_{st}} = 0.111 \text{ ksi, axial stress}$$

$$\sigma_{bx} = \frac{M_x}{S_{xx}} = 24.604 \text{ ksi, bending stress in x-x}$$

$$\sigma_{by} = \frac{M_y}{S_{yy}} = 0 \text{ ksi, bending stress in y-y}$$

$$RAT_a = \frac{P}{\Phi P_n} = \frac{0.6k}{389.25k} = 0.002 \text{ , axial stress ratio}$$

$$RAT_{bx} = \frac{M_x}{\Phi M_{nx}} = \frac{16.91k\text{-}ft}{65.6k\text{-}ft} = 0.258 \text{ , bending stress ratio in x-x}$$

$$RAT_{by} = \frac{M_y}{\Phi M_{ny}} = \frac{0k\text{-}ft}{65.6k\text{-}ft} = 0 \text{ , bending stress ratio in y-y}$$

ϕM_{ny} = 65.6k ft

RAT_a = 0.002 smaller than 0.2, Eq. H1-1b applies:

$$RAT = \frac{RAT_a}{2} + RAT_{bx} + RAT_{by} = 0.258$$, combined stress ratio

Combined stress ratio is smaller than 1.0 section is adequate.

Analysis performed with steel code: AISC 360-22

Beam is a section:

Beam lengths and loads are:

Unbraced length for strong axis L_{xx} = 0.01 ft

Unbraced length for weak axis L_{yy} = 0.01 ft

Unbraced length for compression flange L_b = 0.01 ft

Effective unbraced length factor K_{xx} = 1 ft

Effective unbraced length factor K_{yy} = 1 ft

Axial load P = 0.6 k

Bending moment in strong axis M_{xx} = 16.91 k-ft

Bending moment in weak axis M_{yy} = 0 k-ft

Beam section data:

Diameter D = 6.621 in

Pipe thickness t_p = 0.271 in

Section area A_{st} = 5.406 ft

Strong axis elastic modulus S_{xx} = 8.25 in3

Strong axis plastic modulus Z_{xx} = 10.93 in3

Strong axis moment of inertia I_{xx} = 27.29 in4

Radius of gyration strong axis r_{xx} = 2.246 in

Weak axis elastic modulus S_{yy} = 8.25 in3

Weak axis plastic modulus Z_{yy} = 10.93 in3

Weak axis moment of inertia I_{yy} = 27.29 in4

Radius of gyration weak axis r_y = 2.246 in

Torsional moment of inertia J = 56.28 in4

Torsional radius of gyration r_T = 2.246 in

Axial stress: fa= P/A = 0.6/5.41= 0.11k/in^2

Bending stress in X-X: fbx= |Mxx + MxxDL|/Sxx = |16.91+0| x 12 in/ft /8.25in3= 24.6k/in^2

Bending stress in Y-Y: fby |Myy + MyyDL|/Syy = |0+0| x 12 in/ft /8.25in3= 0k/in^2

SECTION: Section is pipe

Dead Load Moments: MxDL= 0 k-ft, MyDL= 0 k-ft

Classify pipe section for compact/noncompact status, Table B4.1a Item 9

Examine ratio λ= D/ tp = 6.621/(0.271)= 24.428

In uniform compression: λr= 0.11 E/Fy = 39.875

In flexure: λp= 0.07 E/Fy = 25.375

In flexure: λr= 0.31 E/Fy = 112.375

λ smaller than λp pipe in flexure classified as compact.

Determine kL/r ratios for all directions.

for flange $k_x \frac{L_b}{r_x}$ = 0.053

for weak axis $k_y \frac{L_y}{r_y}$ = 0.053

L_x

for strong axis $k_x \frac{L_x}{r_x}$ = 0.053

Critical kL/r= 0.053

Examine flexural buckling, Section E3

Compact or noncompact section, limit for flexural buckling $kL/r = 4.71 \sqrt{\frac{E_{steel}}{F_y}}$ = 0.05

$F_e = \pi^2 \frac{E}{(kL/r)^2}$ = 100266245.98ksi, Eq. E3-4

kL/r smaller than 89.68, Equation E3-2 applies.

$F_{cr} = 0.658^{(Fy/Fe)} F_y$ = 100266245.98ksi, Eq. E3-2

$F_e = \pi^2 \frac{E}{(kL/r)^2}$ = 100266245.98ksi, Eq. E3-4

kL/r smaller than 89.68, Equation E3-2 applies.

$F_{cr} = 0.658^{(Fy/Fe)} F_y$ = 100266245.98ksi, Eq. E3-2

Design $F_u = 0.9 F_{cr}$ = 72ksi

$\Phi P_n = F_u A_{st}$ = 389.25 k

Plastic moment capacity in X-X $M_{p.x} = Z_{xx} \times F_y$ = 874.65k-in

Yield moment capacity in X-X $M_{y.x} = S_{xx} \times F_y$ = 659.63k-in

Examine steel pipe section, according to Section F8

$\lambda = D/tp$ = 24.428

$\lambda_p = 0.07 E/F_y$ = 25.375

$\lambda_r = 0.31 E/F_y$ = 112.375

Max. permitted $\lambda_r = 0.45 E/F_y$ = 163.125

λ smaller than λ_p, Eq. F8-1 applies

$M_{n.xx} = F_y Z_{xx}$ = 874.65k-in, Eq. F8.1

$\Phi M_{n.x}$ = 0.9 x 874.65k-in/12 in/ft = 65.6k-ft

Examine weak axis bending:

AISC 360-22: Mny λ smaller λp Eq F8.1

$M_{n.yy} = F_y Z_{yy}$ = 874.65k-in, Eq. F8.1

$\Phi M_{n.y}$ = 0.9 x 874.65k-in/12 in/ft = 65.6k-ft

Examine combined axial-bending stress check:

Axial force P = 0.6 k

Bending moment in x-x M_x = 16.91 k-ft

Bending moment in y-y M_y = 0 k-ft

$$\sigma_a = \frac{P}{A_{st}} = 0.111 \text{ ksi, axial stress}$$

$$\sigma_{bx} = \frac{M_x}{S_{xx}} = 24.604 \text{ ksi, bending stress in x-x}$$

$$\sigma_{by} = \frac{M_y}{S_{yy}} = 0 \text{ ksi, bending stress in y-y}$$

$$RAT_a = \frac{P}{\Phi P_n} = \frac{0.6k}{389.25k} = 0.002 \text{ , axial stress ratio}$$

$$RAT_{bx} = \frac{M_x}{\Phi M_{nx}} = \frac{16.91k\text{-ft}}{65.6k\text{-ft}} = 0.258 \text{ , bending stress ratio in x-x}$$

$$RAT_{by} = \frac{M_y}{\Phi M_{ny}} = \frac{0k\text{-ft}}{65.6k\text{-ft}} = 0 \text{ , bending stress ratio in y-y}$$

RAT_a = 0.002 smaller than 0.2, Eq. H1-1b applies:

$$RAT = \frac{RAT_a}{2} + RAT_{bx} + RAT_{by} = 0.258 \text{ , combined stress ratio}$$

Combined stress ratio is smaller than 1.0 section is adequate.

Calculate stress ratios and final pile capacities

F_{comp} = 0.3 k total applied comp. force

$F_{tension}$ = 0 k total applied tension force

$$\text{Stress check RAT}_{GEO.COMP} = \frac{F_{comp}}{R_{GEO.DES.COMP}} = \frac{0.3}{6.68} = 0.045 \text{ for geo. capacity in compression}$$

$$\text{Stress check RAT}_{GEO.TENSION} = \frac{F_{tension}}{R_{GEO.DES.TENSION}} = \frac{0}{3.03} = 0 \text{ for geo. capacity in tension}$$

$$\text{Stress check RAT}_{STR.COMP} = \frac{F_{comp}}{P_{CAP.COMP.STR.DES}} = \frac{0.3}{1.16} = 0.258 \text{ structural check in compression}$$

$$\text{Stress check RAT}_{STR.TENSION} = \frac{F_{tension}}{P_{CAP.TENSION.STR.DES}} = \frac{0}{216.25} = 0 \text{ structural check in tension}$$

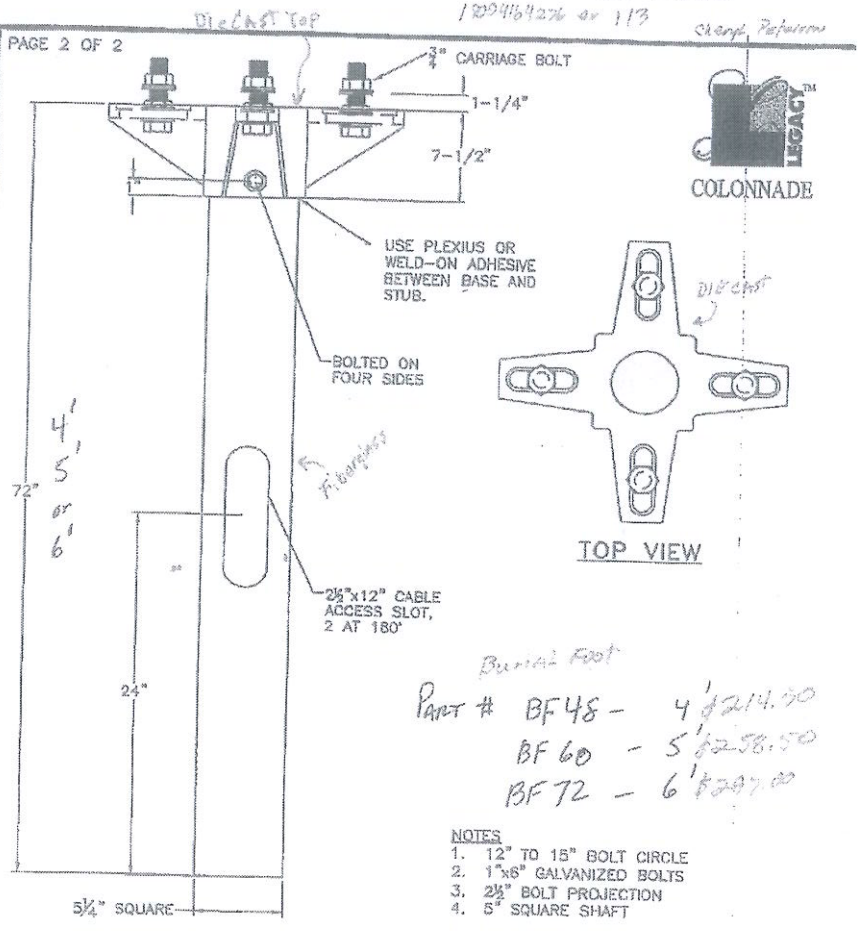
$\text{RAR}_{STR.CRIT.1} = \text{Max}(\text{RAT}_{STR.TENSION}, \text{RAT}_{STR.COMP}) = 0.258$ critical axial structural check.

$\text{RAR}_{STR.CRIT} = \text{Max}(\text{RAT}_{STR.LATERAL}, \text{RAT}_{STR.CRIT1}) = 0.258$ critical structural check with bending.

$\text{RAR}_{GEO.CRIT} = \text{Max}(\text{RAT}_{GEO.TENSION}, \text{RAT}_{GEO.COMP}) = 0.045$ critical geotechnical check.

$\text{RAR}_{CRITICAL} = \text{Max}(\text{RAT}_{GEO.CRIT}, \text{RAT}_{STR.CRIT}) = 0.258$ critical pile check.

PAUL/ERICK LARSON
1709416427 or 113
Cheryl, Peterson



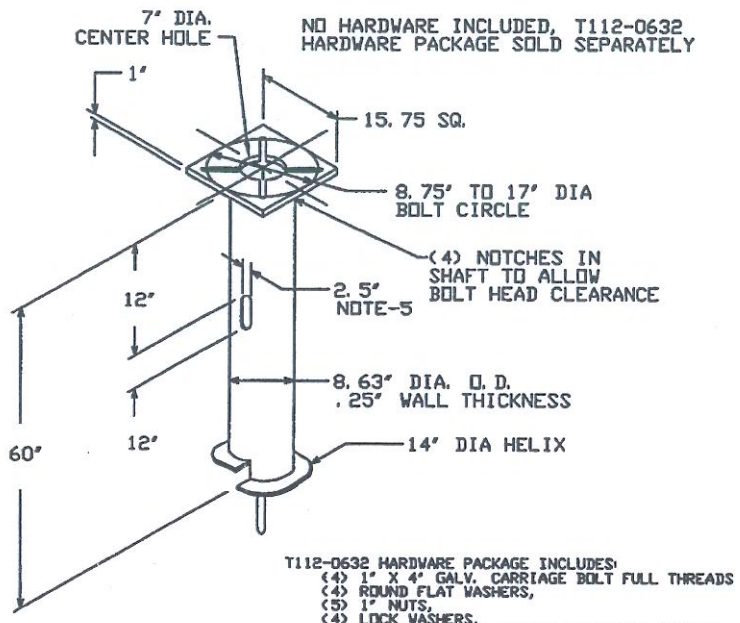
Burial Foot

Part # BF48 - 4' $214.50
BF60 - 5' $258.50
BF72 - 6' $297.00

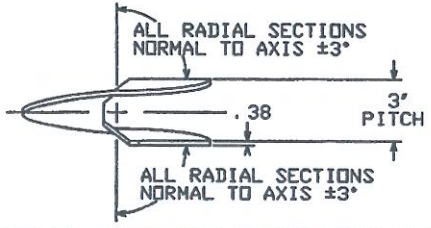
NOTES
1. 12" TO 15" BOLT CIRCLE
2. 1"x6" GALVANIZED BOLTS
3. 2½" BOLT PROJECTION
4. 5" SQUARE SHAFT

Job Name		REQUIRED INFORMATION
Type		
Manufacturer		
Catalog #		
Voltage		

RECOMMENDED TORQUE
NO GREATER THAN
15,000 FT. LB.



T112-0632 HARDWARE PACKAGE INCLUDES:
(4) 1" X 4" GALV. CARRIAGE BOLT FULL THREADS
(4) ROUND FLAT WASHERS,
(5) 1" NUTS,
(4) LOCK WASHERS,
(4) 3" X 3" X 1/4" TAPPED RETAINING WASHER



HELIX MUST BE FORMED BY MATCHING METAL DIE
(SIDE VIEW OF TRUE HELICAL FORM)

-NOTES-

1. FINISH: HOT DIP GALVANIZE PER ASTM-A153 (LATEST REVISION).
2. BASEPLATE TO BE PERPENDICULAR TO SHAFT AXIS (±1°) AND HOLE CENTERLINE CONCENTRIC (±.188) TO SHAFT AXIS.
3. STENCIL MIN. 1/2 IN. LETTERS MANUFACTURER'S NUMBER AFTER GALVANIZING.
4. PILOT POINT AND SHAFT AXES TO BE CONCENTRIC (±.125 FIM) AND IN LINE (±2°).
5. FLAME CUT TWO SLOTS IN SHAFT PERPENDICULAR TO THE BASEPLATE.
6. PREHEAT, TUMBLEBLAST, HANDGRIND, AND CLEAN BASEPLATE, HELIX, AND PILOT POINT ON ALL WELDED AREAS.
7. FLAMECUT IRREGULARITIES PERMISSIBLE: (1) VALLEYS NOT TO EXCEED 3/32 IN. BELOW NOMINAL SURFACE LEVEL, (2) PEAKS OR POSITIVE IRREGULARITIES NOT TO EXCEED 1/32 IN. ABOVE NOMINAL SURFACE LEVEL OR INTERSECTIONS OF NOMINAL SURFACES.
8. MANUFACTURER TO HAVE IN EFFECT INDUSTRY RECOGNIZED WRITTEN QUALITY CONTROL FOR ALL MATERIALS AND MANUFACTURING PROCESSES.
9. ALL MATERIAL IS TO BE NEW, UNUSED AND MILL TRACEABLE MEETING THE FOLLOWING SPECIFICATIONS:

   BASEPLATE: ASTM A36-(LATEST REVISION) STRUCTURAL STEEL (CONFORM TO AASHTO TECH. BUL. #270).

   SHAFT: ASTM A252-(LATEST REVISION) GRADE 2, STEEL PIPE PILES. ALTERNATE MATERIAL: ASTM A53-(LATEST REVISION) TYPE E OR S, GRADE B, STEEL PIPE OR ASTM A500-(LATEST REVISION) GRADE B, STRUCTURAL STEEL TUBING.

   HELIX: ASTM A635-(LATEST REVISION) 3/8" THICK HOT ROLLED STEEL PLATE OR COIL.

   PILOT POINT: ASTM A575-(LATEST REVISION) 1-1/4" DIAMETER HOT ROLLED STEEL BAR.

   BOLTS: CARRIAGE BOLT PER ANSI B-18.5, SAE J429 GRADE-5.

10. BASEPLATE IS PERMANENTLY STAMPED WITH MANUFACTURER'S IDENTIFICATION 'ABC' IN 1/2" LETTERS AND DATE CODE IN 1/4" LETTERS.
11. BASEPLATE PERMANENTLY MARKED TO INDICATE CABLEWAY OPENING IN SHAFT.

LIGHTING FOUNDATION
CAT. NO. T112-0626

CHANCE®

HUBBELL® POWER SYSTEMS

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TITLE: LIGHTING FOUNDATION

SIZE	DWG NO.	REV
SB	SA112-0626	C

DO NOT SCALE THIS DRAWING	DRN BY KSH	DATE 11/8/04	SHEET 1/1

POLE FOUNDATION/EMBEDMENT ANALYSIS

Project Name:	Flagler Ave. - New Smyrna Beach	Date:	2/25/2025
W.O. No.	BURS242567	Design Standard:	2023 FBC/ASCE 7
Pole description:	26.5		(3-sec. gust wind speed)

		EPA (sf)	Ht (ft.)	Wt (lb.)	Offset (in.)
Pole exposed length, ft	26.5				
Pole shaft shape	ROUND	Top Fixt. + Arm (max.)	2	26.5	60	91
Tip width, in.	8.00	Attachment 2 (if any)	0	0	0	0
Groundline width, in.	8.00	Attachment 3 (if any)	0	0	0	0
Soil Type	rock					
Proposed Embedment, ft.	4.33					
Base projection AGL, ft.	0					
Overall length, ft.	4.33					
Embedded avg. width, in.	20.0					
Wind velocity, mph	170					
Exposure category	C					
Structure Category	II	Force = P = $q_z(G)(C_f)(A_f)$				
Working Stress Factor (ASD)	0.6	q_z=.00256(K_z)(K_{zt})(K_d)(K_e)(V^2)(.6)				
Wind Directionality Factor Kd	0.85					
Ground Elevation Factor Ke	1.0					
Topographic Factor Kzt	1.0					
Gust Factor G	1.14					

WIND LOAD ANALYSIS

Segment	Seg. Area Af, ft2	Centroid ht.	Kz	Kd	q_z, psf	P, lbs	M, ft-lb
1 (0-15')	10.00	7.5	0.85	0.70	32.1	255.9	1919.5
2 (15-20')	3.33	17.5	0.88	0.70	33.1	88.0	1540.2
3 (20-25')	3.33	22.5	0.92	0.70	34.9	92.8	2087.8
4 (25-30')	1.00	25.8	0.95	0.70	35.9	28.6	737.5
Fixture @ tip	2	26.5	0.95	1	35.9	81.8	2168.4
Attachment 2	0	0.0	0.95	1	35.9	0.0	0.0
Attachment 3	0	0.0	0.95	1	35.9	0.0	0.0
					Σ=	547.2	8453.4

POLE BASE ANALYSIS

b = pole diag. width at depth = d/3
Req'd depth d_{req} = A/2(1+(1+4.36h/A)^.5) eq. 18-1

S1 = 2(S)(d/3)
LATERAL BEARING value S = 400*

Trial depth, ft.: 4.33

P, lb.	S1	b, ft.	A, ft2	ΣM, lb-ft	h, ft.	$d_{req, ft.}$
547	1045	1.67	0.74	8453	15.45	3.90



Digitally signed by Chris Arlandson
DN: CN=Chris Arlandson, dnQualifier=A01410D000001945182C9570023ADB6, O=Unaffiliated, C=US
Date: 2025.02.25 15:09:11-06'00'

PROPOSED EMBEDMENT O.K.?" YES

CHRIS ARLANDSON, P.E.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/10/2025

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

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

PRODUCER
Alexander Insurance Agency
541 South Orlando Avenue, Suite 206
Maitland FL 32751

License#: L029632

CONTACT NAME: Chris Winchester
PHONE (A/C, No, Ext): 407-629-4825 **FAX (A/C, No):** 407-629-5407
E-MAIL ADDRESS: info@alexfinancial.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Co of Amer	25666
INSURER B : Travelers Insurance Company	25658
INSURER C : Travelers Property Casualty	25674
INSURER D : Technology Insurance Company	42376
INSURER E : Indian Harbor Insurance Company	36940
INSURER F :	

INSURED
HDD Of Florida LLC
PO Box 2125
Winter Park FL 32790

HDDOFFL-01

COVERAGES **CERTIFICATE NUMBER:** 949111597 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			DT-CO-5W54081A-TIA-25	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BA-1W969818-25-26-G	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
C	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP-5W560881-25-26	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TWC4547153	1/1/2025	1/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C E	EQUIPMENT FLOATER EXCESS UMBRELLA			QT-660-8X621277-TIL-25 SXS0066575	1/1/2025 8/7/2024	1/1/2026 8/7/2025	LIMIT LIMIT (excess of $2M)	$3,121,413 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of New Smyrna Beach is an additional insured with respects to General Liability where required by written contract.

Please see attached endorsement form(s):
CGL: CG D6 04 02 19; CG D3 16 02 19

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Ave
New Smyrna Beach FL 32168

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Chad Kusley

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THE CITY OF NEW SMYRNA BEACH - ENGINEERING

CONSIDER THE APPROVAL OF PEGASUS ADDITIONAL SERVICES HMGP GRANT 4337-197-R.

July 8, 2025

Background:

The referenced Hazard Mitigation Grant Program (HMGP) entails elevating six (6) residential structures in accordance with FEMA and Florida Division of Emergency Management guidelines (i.e. Quarterly Report, contract modifications, grant reimbursement requests, etc.) along with extensive coordination with the General Contractor and property owners that continue to be addressed with efforts extending beyond the original contract scope of work.

Findings:

Staff has reviewed Pegasus' proposal for additional services in the amount of $22,500 and knowing such fees cannot be recuperated under the grant sub-recipient management costs based on FDEM guidelines have tried to minimize their efforts and find the tasks and fees are commensurate with the remaining work needed to close out the project (Note: Five of the six homes are complete and occupied by the property owner), therefore recommend approval of the additional services.

Fiscal Analysis:

The stormwater account will fund the additional costs under 101.54.541.54101.531099.

Strategic Plan Item:

No

Staff Report Created By: Kyle Fegley - City Engineer

Attachments:

Pegasus Addl Fees-Home Elevation Change Order Proposal (05-14-2025).pdf
Pegasus Renewal and Original Contract.pdf

May 14, 2025 P-229924

Mr. Kevin Cowper
City Manager
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168

Re: Elevation of Six Flood-Prone Homes
Hazard Mitigation Grant Program (HMGP) under Hurricane Irma
FEMA Project No. 4337-197-R

Subj: Additional Grant Administration Support Services

Dear Mr. Cowper:

Please find herein a proposal for your review and approval associated with additional grant administration support services related to the elevation of the single-family structures located within the following six properties:

- 600 Goodwin Avenue
- 643 Goodwin Avenue
- 507 South Peninsula Avenue
- 626 South Pine Street
- 2926 Sunset Drive
- 632 Yupon Avenue

Based on a period-of-performance grant extension requested by the City, FEMA has agreed to extend the project to November 30, 2025, in order to successfully complete the elevation project. The additional extension will entail additional grant management services to be provided by Pegasus Engineering, including, but not limited to, the following tasks:

1. Prepare for and conduct additional coordination efforts with the homeowners and contractors in order to ensure proper project close-out.

2. Coordinate with the selected contractors and City staff regarding the progress of the project in anticipation of the preparation of quarterly reports.

3. Prepare and submit quarterly reports to FDEM (Carmen Acosta) on behalf of the City.

4. Coordinate with City staff regarding paid invoices, cancelled checks, and additional supporting documentation related to project expenses incurred by the City.

5. Prepare and submit Reimbursement Requests to FDEM.

6. Conduct meetings with FDEM, the contractor, and City Staff during the remaining Period of Performance, as necessary.

7. Prepare and submit to FDEM final close-out packages for the six homes that are part of this project.

8. Prepare for and participate in FEMA's final project inspections of the 6 homes that are part of this residential flood mitigation project.

9. Address all FEMA's requests for additional information resulting from the submittal of the final deliverables packet and final inspections.

10. Prepare Status Reports via Monthly Invoices (Project Administration).

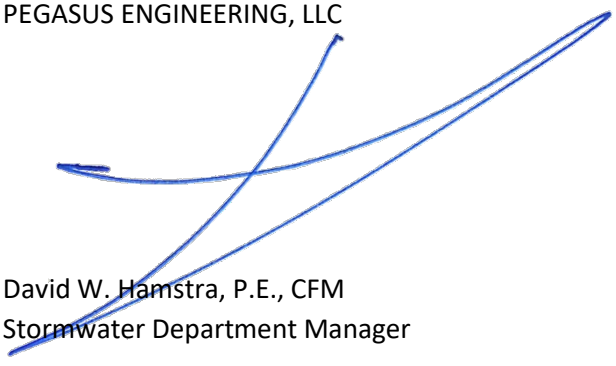
Based on the tasks outlined above, we respectfully request approval to perform grant administration support services to the City for a total amount of **$22,500** in accordance with the manhour and fee estimate presented below.

Sr. Project Manager	David Hamstra	$195/hr	22 hrs	$4,290
Project Manager	Leylah Saavedra	$185/hr	76 hrs	$14,060
Word Processor/Clerical	Priscilla Villanueva	$85/hr	40 hrs	$3,400
Reimbursable expenses (courier, photocopies, plotting, exhibits, etc.)				$750
			TOTAL FEE	$22,500

We look forward to continuing our support in grant administration for this important residential flood protection project, benefiting the affected residents of the City. If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

Sincerely,

PEGASUS ENGINEERING, LLC



David W. Hamstra, P.E., CFM
Stormwater Department Manager

cc: Kyle Fegley, City of New Smyrna Beach
Jesse Meyers, City of New Smyrna Beach
Leylah Saavedra, Pegasus Engineering, LLC

Elevation of Six Flood-Prone Homes
Hazard Mitigation Grant Program (HMGP) under Hurricane Irma
FEMA Project No. 4337-197-R

Additional Grant Administration Support Services

Approved for Pegasus Engineering, LLC

Juan Fong, P.E.	Principal Officer's Title	May 14, 2025 Date

Proposal is hereby accepted and authorization to proceed is hereby given.
(Please return one executed copy of this proposal for our Pegasus Engineering records).

City of New Smyrna Beach Authorized Signature	City of New Smyrna Beach Officer's Title	Date

CONTRACT RENEWAL
FOR PROFESSIONAL ENGINEERING SERVICES
PEGASUS ENGINEERING, LLC.

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES, via RFQ 12-17-ENG; and

WHEREAS, the City accepted the qualifications of PEGASUS ENGINEERING, LLC, (Firm); and

WHEREAS, the parties desire to enter into the fourth of five (5) possible one (1) year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND PEGASUS ENGINEERING, LLC., AGREE AS FOLLOWS:

1. THE CITY and PEGASUS ENGINEERING, LLC., agree to all the terms and conditions as stated and contained in RFQ 12-17-ENG, including any/all Attachments, Addenda, and the firm's submitted Request for Qualifications, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year and is the fourth of the five (5) possible one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from June 24, 2025 and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: June 16, 2025

Attest: _____
Sharon Taylor-Harding, Interim City Clerk

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Carrie Avallone, City Attorney

PEGASUS ENGINEERING, LLC.

By: _____
Name: Juan Fong, P.E. Title: MGRM

Date: May 6, 2025

Date 6/24/2025

END OF CONTRACT FOR SERVICES

Pegasus ENGINEERING

HOURLY RATES		
Senior Project Manager		$195.00 / Hour
Project Manager		$185.00 / Hour
Senior Project Engineer		$180.00 / Hour
Project Engineer		$150.00 / Hour
Senior Designer		$120.00 / Hour
Senior CADD/GIS Technician		$105.00 / Hour
CADD / GIS Technician		$90.00 / Hour
Word Processor / Clerical		$85.00 / Hour
Mileage		$0.67 / mile
Copies and Prints (In-House)		
B&W	8.5 x 11	$0.10 / page
	11 x 17	$0.15 / page
Color	8.5 x 11	$1.00 / page
	11 x 17	$1.50 / page
Plots (In-House)	All Color Plots	$5.00 / SF
	All B&W Sizes	$0.15 / SF
Overnight Delivery		Actual Cost
Courier Services		Actual Cost
Postage		Actual Cost
Government Permits		Actual Cost

Unit Prices Effective Until December 31, 2024

PEGAENG-01 ASOSTENUTO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/9/2024

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

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PRODUCER JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	CONTACT NAME: PHONE (A/C, No, Ext): (321) 445-1117 FAX (A/C, No): (321) 445-1076 E-MAIL ADDRESS: certs@jcj-insurance.com
INSURED Pegasus Engineering LLC 301 W. SR 434, Suite 309 Winter Springs, FL 32708	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Phoenix Insurance Co. (Travelers) — 25623 INSURER B : Travelers Property & Casualty of America — 25674 INSURER C : Travelers Casualty & Surety Co — 19038 INSURER D : Siriuspoint Specialty Insurance — 16820 INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		6802H633696	9/18/2024	9/18/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			6802H633696	9/18/2024	9/18/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP5D257010	9/18/2024	9/18/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB5J589774	9/18/2024	9/18/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab			12997969-H	9/18/2024	9/18/2025	Per Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Continuing Professional Engineering Services
Certificate Holder is listed as an Additional Insured in regards to General Liability when required by written contract. 30 Day Notice of Cancellation, except for 10 days for non-payment.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of New Smyrna Beach ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: Pegasus Engineering, LLC

Authorized Signature: _____ Date: June 23, 2025

Printed Name: Fursan Munjed, P.E.

Title: Principal

STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of June, 2025, by Fursan Munjed, P.E., as Principal on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced _____ as identification.

Notary Public State of Florida
Priscilla Villanueva
My Commission
HH 256159
Exp. 4/27/2026

Signature of Notary Public
Priscilla Villanueva
Name of Notary Typed, Printed or Stamped
My Commission Expires: April 27, 2026

CONTRACT RENEWAL
FOR PROFESSIONAL ENGINEERING SERVICES
PEGASUS ENGINEERING, LLC.

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES, via RFQ 12-17-ENG; and

WHEREAS, the City accepted the qualifications of PEGASUS ENGINEERING, LLC, (Firm); and

WHEREAS, the parties desire to enter into the third of five (5) possible one (1) year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND PEGASUS ENGINEERING, LLC., AGREE AS FOLLOWS:

1. THE CITY and PEGASUS ENGINEERING, LLC., agree to all the terms and conditions as stated and contained in RFQ 12-17-ENG, including any/all Attachments, Addenda, and the firm's submitted Request for Qualifications, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year and is the third of five (5) possible one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from July 10, 2024, and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: 6/27/2024

Attest: _____
Kelly McQuillen, City Clerk

PEGASUS ENGINEERING, LLC.

By: _____
Name: Juan Fong, P.E. Title: MGRM

Date: June 6, 2024

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Carrie Avallone, City Attorney

Date 7/10/2024

END OF CONTRACT FOR SERVICES

Pegasus ENGINEERING

HOURLY RATES		
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Senior Project Engineer		$180.00 / Hour
Project Engineer		$150.00 / Hour
Senior Designer		$120.00 / Hour
Senior CADD/GIS Technician		$105.00 / Hour
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Courier Services		Actual Cost
Postage		Actual Cost
Government Permits		Actual Cost

Unit Prices Effective Until December 31, 2024

PEGAENG-01 ASOSTENUTO

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DATE (MM/DD/YYYY) 7/9/2024

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PRODUCER	CONTACT NAME:	
JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	PHONE (A/C, No, Ext): (321) 445-1117	FAX (A/C, No): (321) 445-1076
	E-MAIL ADDRESS: certs@jcj-insurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Pegasus Engineering LLC 301 W. SR 434, Suite 309 Winter Springs, FL 32708	INSURER A : Phoenix Insurance Co. (Travelers)	25623
	INSURER B : Travelers Property & Casualty of America	25674
	INSURER C : Travelers Casualty & Surety Co	19038
	INSURER D : Berkley Insurance Company	32603
	INSURER E :	
	INSURER F :	

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		6802H633696	9/18/2023	9/18/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			6802H633696	9/18/2023	9/18/2024	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			CUP5D257010	9/18/2023	9/18/2024	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		UB5J589774	9/18/2023	9/18/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab			AEC-9070599-06	9/18/2023	9/18/2024	Per Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Continuing Professional Engineering Services
Certificate Holder is listed as an Additional Insured in regards to General Liability when required by written contract. 30 Day Notice of Cancellation, except for 10 days for non-payment.

CERTIFICATE HOLDER

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

CANCELLATION

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AUTHORIZED REPRESENTATIVE



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CONTRACT RENEWAL
FOR PROFESSIONAL ENGINEERING SERVICES
PEGASUS ENGINEERING, LLC.

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES, via RFQ 12-17-ENG; and

WHEREAS, the City accepted the qualifications of PEGASUS ENGINEERING, LLC, (Firm); and

WHEREAS, the parties desire to enter into the second of five (5) possible one (1) year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND PEGASUS ENGINEERING, LLC., AGREE AS FOLLOWS:

1. THE CITY and PEGASUS ENGINEERING, LLC., agree to all the terms and conditions as stated and contained in RFQ 12-17-ENG, including any/all Attachments, Addenda, and the firm's submitted Request for Qualifications, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year, and is the second of five (5) possible one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from July 10, 2023 and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: July 6, 2023

Attest: _____
Kelly McQuillen, City Clerk

PEGASUS ENGINEERING, LLC.

By: _____
Name: Juan Fong Title: MGRM

Date: June 12, 2023

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Carrie Avallone, City Attorney

Date 7/12/2023

END OF CONTRACT FOR SERVICES

PEGAENG-01 ASOSTENUTO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/12/2023

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	CONTACT NAME:	
JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	PHONE (A/C, No, Ext): (321) 445-1117	FAX (A/C, No): (321) 445-1076
	E-MAIL ADDRESS: certs@jcj-insurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Pegasus Engineering LLC 301 W. SR 434, Suite 309 Winter Springs, FL 32708	INSURER A : Phoenix Insurance Co. (Travelers)	25623
	INSURER B : Travelers Property & Casualty of America	25674
	INSURER C : Travelers Casualty & Surety Co	19038
	INSURER D : Berkley Insurance Company	32603
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		6802H633696	9/18/2022	9/18/2023	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 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			6802H633696	9/18/2022	9/18/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP5D257010	9/18/2022	9/18/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB5J589774	9/18/2022	9/18/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab			AEC-9058882-05	9/18/2022	9/18/2023	Per Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFQ 12-17-ENG. Certificate Holder is listed as an Additional Insured in regards to General Liability when required by written contract. 30 Day Notice of Cancellation, except for 10 days for non-payment.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGREEMENT FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES
CITY OF NEW SMYRNA BEACH, FLORIDA

THIS AGREEMENT made and entered into this 26th day of July, 2017, by and between the CITY OF NEW SMYRNA BEACH, a political subdivision in the State of Florida (hereinafter referred to as "the CITY") and Pegasus Engineering LLC, (hereinafter referred to as "the CONSULTANT"), hereafter "this AGREEMENT," and "the PARTIES TO THE AGREEMENT," as the case may be.

This contract is a result of RFQ 12-17-ENG, Continuing Professional Engineering Services, and is for one (1) of the seven (7) awarded firms. The term of this contract is for five (5) years, with five (5) optional one (1) year renewals, with both parties agreement.

WHEREAS, the CITY desires to engage the professional services of the Consultant for continuing Professional Engineering Services including design services associated with general Civil Engineering practices to include but not limited to developing a complete set of site plans involving paving, grading, utilities, landscaping and stormwater elements, in compliance with the City's Land Development Regulations, as well as state and federal agency guidelines. Such services may require drainage calculations, utility hydraulic calculations, fire flow calculations, stormwater modeling, special reports for environmentally sensitive areas, ability to attain cultural resource studies and traffic impact analyses.

WHEREAS, the CITY and the CONSULTANT have fully complied with the terms and provisions of Chapter 287.055, et seq., Florida Statutes, generally known as the Florida Consultants' Competitive Negotiations Act ("the CCNA," or "the Act"), as well as Chapters 287.057, et seq. Florida Statutes, "Procurement of Contractual Services;" and

WHEREAS, the CITY wishes to contract with the CONSULTANT for professional Civil Engineering services and/or other such services which may be directly related to the services authorized by the CITY, and as may be further described herein, and/or in amendments hereto or

supplemental forms of contract, which may incorporate, by reference, the terms and provisions herein;

NOW, THEREFORE, the CITY and the CONSULTANT, in consideration of the mutual covenants herein agree in respect of the performance of engineering services and related services by the CONSULTANT and the payment for those services by the CITY as set forth below.

1. TERM OF AGREEMENT:

1.1 The term of this AGREEMENT shall be for a period of five (5) years from the date of execution of this AGREEMENT, which date shall, for all purposes, be determined as either "the effective date," if such is expressed herein, or, in the absence of such express statement of effective date, the date last signed by any party or party representative to this AGREEMENT.

1.2 The initial term of this AGREEMENT may be extended for five (5) subsequent years in one-year incremental extensions, so long as, and conditioned upon, any/all such extension(s) hereof being executed with the identical formalities and substantive signatory approvals as are indicated in this AGREEMENT.

2. SCOPE OF SERVICES:

2.1 As requested in written form only initiated by authorized CITY personnel, and as deemed by the CONSULTANT to be within the professional expertise of the CONSULTANT, the CITY, may, from time to time make request(s) of the CONSULTANT to provide the CITY professional engineering services related continuing Professional Engineering consultant services for the following: Planning, public engagement, design; stormwater and drainage system, site design, environmental floral and faunal assessments, permitting, construction supervision and observation; best management practices (BMP) design (non-traditional/innovative); structures inspections, surveying and mapping, geotechnical investigations, materials testing and grant writing and management and other customary services incidental thereto.

2.2 The CITY reserves the right to retain other engineering firms to provide the same or substantially similar professional engineering services.

2.3 The CONSULTANT shall have the sole and exclusive right to accept or decline acceptance of the CITY's written request for such services as may be requested by the CITY in writing. Any refusal by the CONSULTANT as referenced herein shall in no manner otherwise prejudice the rights and liabilities of the PARTIES to the AGREEMENT hereto.

3. STUDY AND REPORT SERVICES

3.1 As may be specifically authorized in writing by the CITY, and upon agreement as to specific schedule of professional engineering fees, and

3.2 As may be specifically authorized and requested in writing by the CITY directed to the CONSULTANT'S designated representative, the CONSULTANT agrees to perform engineering services which may include investigations; feasibility studies; financial and fiscal studies; evaluation of existing facilities; preparation of schematic layouts and sketches where reasonably required; provide opinions of construction cost; attend meetings with CITY personnel and/or their designated authorized representative or other personnel as may be reasonably appropriate to the specific assignment, all as further described in this AGREEMENT or any supplement or amendment thereto.

4. PROJECT DESIGN SERVICES

4.1 As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT agrees to prepare a form of "preliminary design report" for the project authorized. The preliminary design report shall set forth the design basis, criteria, assumptions, schematics, preliminary drawings, materials and equipment evaluation and preliminary selection with capacities, outline specifications, descriptions and such other material as may be appropriate to thoroughly describe the intended design. Based on the information contained in the design report, and with additional input from the CITY, the CONSULTANT

shall prepare and submit an opinion of probable construction costs. The CONSULTANT agrees not to proceed with detailed project design until such time as the CONSULTANT receives formal notification in writing from the CITY as to the CITY's approval of the preliminary design report.

(b) On the basis of the CITY's acceptance in writing of the preliminary design report referenced herein, the CONSULTANT shall prepare detailed project design for the project authorized, which detail may be comprised of drawings, plans, specifications and such other technical documentation reasonably appropriate to enable the CITY to initiate invitations for the bidding of construction of the improvements referenced in the said technical documentation. Upon express written request, and in consideration of additional compensation therefore, the CONSULTANT shall prepare forms of construction contract, general conditions, and supplementary conditions, bid forms, request for proposals, invitations to bid and instructions to bidders, and otherwise assist the CITY in the preparation of other related documents. The CONSULTANT'S work as referenced in this sub-section may include the preparation of a revised estimate of probable construction costs based upon completed construction plans.

(c) Upon written authorization from the CITY and as may be deemed appropriate to the project at issue, the CONSULTANT may confer with officials of State, Federal and local agencies having jurisdiction of the subject project(s) during the preparation of the drawings and specifications and shall assist the CITY in obtaining approval of the same and in obtaining required permits from and agreements with such agencies as delineated in individual project work orders. It is expressly agreed by the CITY and the CONSULTANT that the CITY shall, at all times, remain exclusively responsible for obtaining all authorizations and permitting and approvals for the construction of the improvements which may be the subject matter of the services performed by the CONSULTANT.

5. GENERAL SERVICES DURING BIDDING AND CONSTRUCTION

5.1 As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT agrees to furnish professional services during the bid process and during the construction of projects for which the CONSULTANT has prepared drawings, specifications and contract documents, or, as may have been prepared by others and acknowledged and accepted in writing by the CONSULTANT as being suitable for use. The professional services referenced in this sub-section may include, by way of example, but not by way of limitation or inclusion, the CONSULTANT'S providing input to the CITY in connection with the CITY'S receipt and analysis of construction bids and the CONSULTANT'S recommendations for award of construction contracts. Further, by way of example, but not by way of limitation or inclusion, the CONSULTANT may, upon written request of the CITY, provide input to the CITY'S authorized personnel regarding the preparation of such drawings or specifications, responses to requests for additional information from bidders or the CITY'S selected contractor(s), as may be reasonably required to resolve conflicts in the plans or specifications or as may conflict with the CITY'S general intent for the project at issue. Further, by way of example, but not by way of limitation or inclusion, the CONSULTANT may, upon written request from the CITY, provide written observations of field conditions; review of shop drawings and working drawings as may be submitted by the CITY'S contractors; periodic site observation of work in progress; review of applications for payments to the CITY, and observation of any final testing or other determination of completion of the work by the CITY'S contractor(s).

6. CONSTRUCTION OBSERVATION:

As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT agrees to furnish a resident project representative for observation of construction and such other assisting personnel or field staffing as may be deemed by the CONSULTANT to be reasonably appropriate to the process of ensuring the contractor's general compliance and construction conformance with the design intent reflected in the CONSULTANT'S construction contract documents.

(b) The CONSULTANT agrees to assist the CITY in securing applicable Federal, State and local inspections of the project as may be reasonably appropriate to the project.

7. OPERATIONAL PHASE SERVICES

As may be specifically authorized in writing by the CITY and upon agreement as to a specific schedule of professional engineering fees; the CONSULTANT may:

(a) Provide assistance to the CITY in the closing of any financial or related transaction for a project.

(b) Provide assistance to the CITY in conjunction with the refining and adjusting of any equipment or system.

(c) Assist the CITY in training the CITY's staff in the operation and maintenance of the elements of the project within the confines of the expertise and knowledge of the CONSULTANT.

(d) Assist the CITY in developing systems and procedures for control of the operation and maintenance of, record keeping and monitoring required for a project, as may be within the confines of the expertise and knowledge of the CONSULTANT.

(e) Assist the CITY'S contractor's in the preparation of reproducible record drawings showing those changes made during construction process which may constitute substantive changes from the original construction drawings.(f) Provide periodic site visits to the Project for the purpose of reasonably observing readily apparent defects or deficiencies in the completed construction and otherwise assist the CITY in consultations and discussions with Contractor (s) concerning the correction of such deficiencies or defects, and make recommendations as to

replacement or corrections of defective work. CITY personnel shall be responsible for making all final determinations as to the contractor's compliance with the construction contract documents.

8. SUPPLEMENTARY AND ADDITIONAL SERVICES:

As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT, upon written request of the CITY, shall secure field surveys (including easements plans and descriptions) and any geotechnical investigations not otherwise provided by the CITY which may be reasonably necessary for the preparation by the CONSULTANT of the construction contract documents for which the CONSULTANT has been retained for the project;

(b) The CONSULTANT, upon written request from the CITY, shall assist the CITY in the preparation of State and Federal grant application forms as the CITY may deem appropriate.

(c) The CONSULTANT shall provide such additional professional services, as may be reasonably required to assist the CITY in obtaining permits and approvals for the construction and operation of the project at issue.

(d) The CONSULTANT shall assist in coordinating or attend public meetings and hearings as may be authorized by the CITY.

(e) The CONSULTANT shall furnish copies of drawings, specifications, contract documents, special drawings, reports, and other construction contract or project related documents.

(f) The CONSULTANT shall review materials and equipment submittals tendered by bidders and contractors when such submittals are alternatives to those specified or previously approved; at all material times, the CITY shall be responsible for making the final determinations of the reasonableness or appropriateness of the use of any alternative means or methods of construction associated with the construction of the project at issue.

(g) The CONSULTANT shall review the contractor(s)' claims for additional compensation or time extensions submitted by the CITY'S contractor(s); at all material times, the CITY shall be responsible for making the final determinations of the reasonableness or appropriateness of the contractor(s)' request(s) for additional compensation or for additional time for the completion of the construction of the project at issue.

(h) The CONSULTANT shall assist the CITY or others as the CITY may direct the CONSULTANT in writing in the preparation and submittal of proposed contract change orders; at all material times, the CITY shall be responsible for making the final determinations of the reasonableness or appropriateness of any/all submitted request(s) for change order(s) relating to the construction associated with the construction of the project at issue.

(i) The CONSULTANT shall revise previously approved reports, design documents, drawings and specifications prepared by the CONSULTANT.

(j) The CONSULTANT shall prepare detailed renderings, exhibits or scale models of projects.

(k) The CONSULTANT shall assist the CITY, or otherwise as directed in writing by the CITY, in the preparation of operation and maintenance manuals for the use by the CITY; at all material times, the CITY shall be responsible for the content of any/all such operation and maintenance manuals.

(l) The CONSULTANT shall assist the CITY in connection with the rejection and rebidding of construction projects.

(m) The CONSULTANT agrees to provide appropriate CONSULTANT personnel familiar with the scope of services provided by the CONSULTANT to serve as an expert witness on behalf of the CITY in any litigation or arbitration involving a given project and to assist the CITY in preparing for such litigation or arbitration.

9. CITY'S RESPONSIBILITIES

In addition to the contractual obligations expressly set forth in the foregoing provisions of this AGREEMENT, and as may reasonably be implied therefrom, including the implied obligation of dealing in good faith, the CITY shall, at all times:

(a) Promptly and timely perform any/all obligations hereunder so as to reasonably avoid any form of delay in the work of the CONSULTANT or the performance by others associated with the design and construction of the Project.

(b) The CITY shall promptly pay fees as are due and payable to the CONSULTANT according to the schedule set forth in this AGREEMENT or amendments hereto.

(c) The CITY shall, within five (5) business days following the CITY'S execution of this AGREEMENT, appoint a representative in writing with respect to particular work to be performed under this AGREEMENT, which representative shall have complete authority to communicate with the CONSULTANT, the CONSULTANT'S sub-consultants, and all construction or contractor, or sub-contractor personnel, including the transmittal of instructions to said personnel, receiving information from such personnel, and transmittal of written interpretations and definitions of the CITY's policy and decisions pertinent to the work covered by the Agreement. The CITY may designate a different representative from time to time during the term of this AGREEMENT.

(d) The CITY shall provide all criteria and full information as to the CITY's project or program requirements, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

(e) The CITY, upon written request by the CONSULTANT, shall furnish to the CONSULTANT copies of all design and construction documents (a/k/a "record drawings"), which may reasonably pertain to the subject project, as well as existing records, reports, permits, correspondence, maps, plans, aerial photographs, CITY standards and codes or other data which may reasonably be required for the CONSULTANT'S work pursuant to this AGREEMENT.

(f) The CITY shall, at no cost to the CONSULTANT, make its facilities and properties available and accessible for inspection by the CONSULTANT and, if authorized by the CITY, to provide labor and safety equipment as required by the CONSULTANT and to guarantee access to and make all provisions for the CONSULTANT to perform the work referenced in this AGREEMENT.

(g) The CITY shall advertise for bids for construction projects as budgeted from qualified bidders, open the bids at the appointed time and plan and pay for all costs incidental thereto.

(h) The CITY shall provide such accounting, independent cost estimate and insurance counseling services as may be required for Projects, such legal services as the CITY may require with regard to legal issues pertaining to projects including any that may be raised by contractor(s), such auditing service as the CITY may require to ascertain how or for what purpose contractor has used the monies paid under the construction contract, and such inspection services as the CITY may require to ascertain that contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

(i) The CITY shall immediately transmit to the CONSULTANT in writing any concern, observation, development, or other such information known or believed by the CITY which has or may, in any manner or form, impact the CONSULTANT'S work pursuant to this AGREEMENT, relative to which written notification to the CONSULTANT, the CITY shall immediately engage in good faith, in-person discussion(s) with CONSULTANT personnel in an effort to fully investigate, analyze and resolve any/all such observation, development, or concern.

(j) The CITY shall respond timely to inquiries or other such requests for information submitted by the CONSULTANT which pertain to the CONSULTANT'S work, in a manner which does not delay the CONSULTANT'S work.

10. AUTHORIZATION OF WORK:

10.1 All work to be performed by the CONSULTANT pursuant to this AGREEMENT shall, as set forth herein, be authorized by the CITY, in express compliance with the following procedures.

(a) The CITY, in requesting professional services of the CONSULTANT, shall issue a form "Task Order," which Task Order shall, prior to its transmittal to the CONSULTANT, be approved by the CITY.

(b) The Task Order shall contain a detailed description of the work to be undertaken by the CONSULTANT, as well as including an express reference to the appropriate paragraphs of this AGREEMENT.

(c) Unless otherwise expressly agreed in writing by the CITY and the CONSULTANT, the Task Order shall be subject to the terms and conditions of payment of professional fees as set forth herein.

(d) The Task Order shall also contain a budget amount of the fees anticipated by the CITY to be paid to the CONSULTANT for the Task Order.

11. PAYMENT FOR SERVICES:

11.1 The CITY agrees to pay the CONSULTANT for all services referenced in this AGREEMENT, including any/all such supplements, amendments, and Task Order(s), in accordance with the 'Fee Estimate' to be included as part of each Task Order. Fees shall be calculated as follows:

(a) Engineering and professional fees shall be based upon lump sum and/or allowances listed in the Fee Estimate. As an alternative, the attached 'Fee Schedule' included with this agreement as Exhibit 'A', may also be utilized for specific projects or tasks. The fee schedule is subject to annual adjustments in September of each year.

(1) Reimbursable Expenses shall be paid to the CONSULTANT at actual cost and include but are not limited to, the following:

(A) Reproduction costs of reports, drawings, specifications, bidding documents, and similar project related items.

(B) Reasonable travel and per diem expenses for any travel outside of Volusia County, particularly for permitting meetings.

(2) In the alternative, such other method or methods for calculating the fee as may be mutually agreed upon in advance by the parties hereto and specified in writing.

(3) All fees shall be invoiced monthly and are due and payable in accordance with the Florida Prompt Payment Act. The amount due shall be determined as the costs are incurred in proportion to the quantity of the CONSULTANT'S work completed as a percentage of the total work for services performed.

(4) For services of the principals and employees of the CONSULTANT who may be called upon to serve in a capacity of witness in any dispute, litigation, deposition, hearing, or other such similar proceeding, the CONSULTANT'S billing for such time shall be based on the Fee Schedule included as Exhibit "A" as adjusted annually as described above.

(5) If, during or after the completion of the drawings, specifications and contract documents, and in accordance with the written direction of the CITY, it becomes necessary to review or revise the drawings, specifications or contract documents for reasons beyond the control of the CONSULTANT, by way of example, but not by way of limitation, changes in Federal or State or local law, applicable code(s), rules, regulations or other requirements, or lapses in time between completion of design and bidding, the CITY shall be obligated for payment to the CONSULTANT for such review, revision or revisions made by the CONSULTANT according to the schedule set forth herein for "additional services."

(6) If Florida Sales Tax becomes due on professional services, the CITY shall reimburse the CONSULTANT for the amount of the sales tax.

12. SUBCONSULTANTS

12.1 The CITY reserves the right to accept or reject the use of sub-consultant(s) by the CONSULTANT, so long as and conditioned up the CITY'S acceptance of same not being unreasonably withheld.

13. PROHIBITION AGAINST CONTINGENT FEES

13.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the firm, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this AGREEMENT.

14. LIFE AND LIMITATIONS OF AGREEMENT:

(a) This AGREEMENT shall remain in full force until its expiration, unless terminated by either party pursuant to the express terms and provisions of Section 15 hereof.

(b) It is expressly agreed the CONSULTANT shall not be required to enter upon any facility or property which the CONSULTANT reasonably believes to be hazardous, dangerous or unsafe.

(c) It is agreed that reproducible and electronic copies of all reports, tests, specifications and record drawings shall be the property of the CITY and shall be delivered to it at the completion of each authorized project or upon written request to the CONSULTANT.

15. TERMINATION

15.1 This AGREEMENT may be terminated by either party without cause upon 30 days' written notice to the other Party.

15.2 If this AGREEMENT, or any supplement, amendment, or Task Order is terminated by the CITY, the CONSULTANT shall submit a form of invoice to the CITY for

work performed to date, and the CITY shall pay the CONSULTANT in a timely manner for such completed work as set forth herein.

15.3 In the event of any form of claim, dispute, or controversy by or between the parties to this AGREEMENT, the parties expressly and unequivocally agree to engage in good faith efforts to meet in person to resolve any and all such differences. Absent such informal resolution of any/all such dispute(s), the parties expressly agree to engage in pre-suit mediation in accordance with the applicable rules of procedure for such mediation as may be in force in the Judicial Circuit Courts in which the project at issue is located.

16. INSURANCE PROVISIONS

(a) The CONSULTANT shall be responsible for providing the types of insurance and limits of liability as set forth below.

(1) The CONSULTANT shall maintain, during the term of this AGREEMENT Professional Liability insurance in the amount of $1,000,000.

(2) The CONSULTANT shall maintain, during the term of this AGREEMENT, comprehensive general liability insurance naming the CITY as an additional insured in the amount of $1,000,000 to protect the CONSULTANT from claims of property damages and bodily injury, including wrongful death, which may arise from any operations under this AGREEMENT whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

(3) The CONSULTANT shall maintain, during the term of this AGREEMENT comprehensive automobile liability insurance in the amounts of $1,000,000 combined single limit bodily injury and $50,000 property damage to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

(4) The CONSULTANT shall maintain, during the term of this AGREEMENT, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the CITY pursuant to this AGREEMENT.

(b) Special Requirements: Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the CITY 30 days prior to any expiration date. In the event the CONSULTANT is notified by any of their respective insurance carriers of an "intent to cancel" or formal "cancellation notice," the CONSULTANT shall immediately provide written notification to the CITY of such notice.

17. OPINIONS OF COST

17.1 The parties expressly acknowledge the CONSULTANT has no control over the cost of labor, material, equipment or services furnished by others, or over the contractor(s)' means and methods of determining prices, or over competitive bidding or market conditions; as such, the parties hereto expressly agree the CONSULTANT'S opinion(s) of probable construction costs provided in any form of writing or document for the use and benefit of the CITY are made upon the basis of the CONSULTANT'S experience and qualifications and represent the CONSULTANT'S judgment as an experienced and qualified professional engineer, familiar with the construction industry in the geographic area in which projects may be located. The CONSULTANT does not warrant or guarantee the reliability, accuracy, or completeness of proposals or estimates submitted to the CITY by others, or that actual costs will not vary from opinions of probable cost prepared by the CONSULTANT.

18. ENGINEERING OPINIONS/RECOMMENDATIONS

18.1 Since the CONSULTANT'S work may be subject to review by any one (1) or more permitting or plan review agency(ies), and, as such, the CONSULTANT may have no control over the final design, permitting, specifications, materials, equipment contractor

selection, contractor means and methods of construction, and other items following the CONSULTANT'S providing their work for the use and benefit of the CITY, the CONSULTANT does not warrant or guarantee the recommendations and opinions provided by the CONSULTANT.

19. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

19.1 The CONSULTANT shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amounts due, all required deliverables prepared for the CITY under this AGREEMENT. The CITY shall not unreasonably withhold payment, as provided by Florida law.

19.2 All specifications, estimates, plans, drawings, construction documents, legal instruments, and materials prepared or accumulated by the CONSULTANT (or by authorized sub-consultants) in rendering services hereunder shall be the sole property of the CITY, which may re-use them at no additional cost and the CITY shall be vested with all rights therein of whatever kind and however created; provided, that neither or none of the CONSULTANT, their authorized sub-consultants, shall in any manner be liable or legally responsible to anyone for the CITY'S use or re-use of any such materials for any project for which the CONSULTANT is not a party in writing to an amendment, supplement, or Task Order hereto.

19.3 The CONSULTANT shall have the right to include visual or demonstrative representations of the design of the project(s) which may be the subject of this AGREEMENT, among the consultant's promotional and professional material, so long as the CONSULTANT'S use thereof does not include the CITY'S confidential or proprietary information.

20. SUCCESSORS AND ASSIGNS

20.1 The CITY and the CONSULTANT are each hereby bound, one (1) to the other, as well as each of their successors, executors, administrators and legal representatives to the extent permitted by law.

20.2 Neither the CITY nor the CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this AGREEMENT without the prior written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this Section shall prevent the CONSULTANT from employing such independent professional associates and consultants, as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

20.3 Nothing contained in this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to any person, party, or entity other than the CITY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of the CITY and the CONSULTANT and not for the benefit of any other party.

21. MISCELLANEOUS

21.1 In the event of a dispute or claim between the parties to this AGREEMENT, jurisdiction shall be exclusively in the judicial circuit court(s), and venue for any such litigation shall be exclusively established in CITY OF NEW SMYRNA BEACH, Florida.

22. INDEPENDENT CONTRACTOR

22. The CONSULTANT is deemed to be an independent contractor and not an employee of the CITY for any purpose.

23. LICENSING OF CONSULTANT

23.1 The CONSULTANT shall at all times during the term of this AGREEMENT and at its own cost and expense, maintain such licenses and permits as are required for the performance of work referenced herein by the CONSULTANT.

24. INDEMNIFICATION

24.1 The CONSULTANT agrees to the fullest extent permitted by law to indemnify the CITY from and against claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees) which are judicially determined to be the direct and legal cause of the negligent acts or negligent omission of the CONSULTANT. 25. TIME IS OF THE ESSENCE

25.1 Time is of the essence of this AGREEMENT, and the parties agree to cooperate with each other in performing their respective obligations under this AGREEMENT.

26. THIRD PARTY RIGHTS

26.1 This AGREEMENT is not a third party beneficiary contract and shall not in any respect whatsoever create any rights on behalf of any party not expressly a party to this AGREEMENT.

27. PUBLIC RECORDS AND OPEN MEETING LAWS

27.1 The CONSULTANT hereby acknowledges that CITY, as a political subdivision in the State of Florida, is subject to the Florida Public Records Act and Sunshine Law. The CONSULTANT further acknowledges that under the Public Records Act and Sunshine Law, the CITY must permit the public to inspect and/or copy all public records which the CITY makes or receives in the course of conducting CITY'S business and must hold meetings of the CITY Commission and various CITY Boards and committees in the public, unless particular information is exempt by Florida law from public records disclosure or a particular meeting is not subject to the Sunshine Law. The CONSULTANT acknowledges any record, document, computerized information and program, audio or video tape, photograph or other writing of CONSULTANT related, directly or indirectly, to this AGREEMENT, not otherwise subject to a legal privilege afforded to the CONSULTANT by Florida law, may be deemed to be a Public Record whether in the possession or control of CITY or CONSULTANT. Said record, document, computerized information and program, audio or video tape, photograph, or other

writing of CONSULTANT deemed a Public Record is subject to the provisions of Florida Statutes Chapter 119 and may not be destroyed without the specific written approval of the CITY. Upon request by the CITY, CONSULTANT shall promptly supply copies of said records to CITY.

27.2 The CONSULTANT is required to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

28. SOVEREIGN IMMUNITY

28.1 Nothing contained in this Agreement shall be construed as a waiver of the CITY'S sovereign immunity pursuant to Florida Statutes Section 768.28 or other limitations imposed on the CITY'S potential liability under state or federal law.

IN WITNESS WHEREFORE, the parties have caused this AGREEMENT to be executed as of this day and date first written, in five (5) counterparts, each of which shall for all purposes are deemed an original.

ATTEST

7-17-17

(Johnny R. Bledsoe, City Clerk)(Date)

By: 7-17-17

(James W. Hathaway, Mayor) (Date)

ATTEST:

Pegasus Engineering, LLC

(Firm Name)

July 13, 2017

(Authorized Officer)(Date)

(SEAL, if by a Corporation)

PEGASUS ENGINEERING, LLC LIMITED LIABILITY COMPANY SEAL 2007 FLORIDA

APPROVED AS TO CORRECTNESS AND FORM:

BY:

(City Attorney) (Date) 7/28/17

END OF CONTRACT FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES

Pegasus ENGINEERING

EXHIBIT "A"
FEE SCHEDULE

Senior Project Manager	$185.00 / Hour
Project Manager	$180.00 / Hour
Senior Project Engineer	$170.00 / Hour
Project Engineer	$150.00 / Hour
Senior Designer	$100.00 / Hour
Designer	$90.00 / Hour
CADD / GIS Technician	$85.00 / Hour
Word Processor / Clerical	$70.00 / Hour

Mileage	53.5¢ / mile

Copies and Prints (In-House)

B&W	8.5 x 11	$0.10 / page
	11 x 17	$0.15 / page
Color	8.5 x 11	$1.00 / page
	11 x 17	$1.50 / page

Plots (In-House)

All Color Plots	$5.00 / SF
All B&W Sizes	$0.15 / SF

Overnight Delivery	Actual Cost
Courier Services	Actual Cost
Postage	Actual Cost
Government Permits	Actual Cost

Unit Prices Effective Until December 31, 2017

THE CITY OF NEW SMYRNA BEACH - ENGINEERING

CONSIDER THE APPROVAL OF PEGASUS ADDITIONAL SERVICES HMGP 4337-374-R.

July 8, 2025

Background:

The referenced Hazard Mitigation Grant Program (HMGP) entails elevating three (3) residential structures in accordance with FEMA and Florida Division of Emergency Management guidelines compliant with 2 CFR 200 guidelines including auditing, FDEM inquiries, SRMC documentation, quarterly Report, contract modifications, grant reimbursement requests, close out reports etc. along with extensive coordination with the General Contractor and property owners that continue to be addressed with efforts extending beyond the original contract scope of work.

Findings:

Staff has reviewed Pegasus' proposal for additional services in the amount of $17,500 and knowing such fees cannot be recuperated under the grant sub-recipient management costs based on FDEM guidelines have tried to minimize their efforts and find the tasks and fees are commensurate with the remaining work needed to close out the project (Note: All three homes are complete and occupied by the property owner), therefore recommend approval of the additional services.

Fiscal Analysis:

The stormwater account will fund the additional costs under 101.54.541.54101.567201.21HMP

Strategic Plan Item:

No

Staff Report Created By: Kyle Fegley - City Engineer

Attachments:

Pegasus Addl Fees 3-Home Elevation Change Order NSB-22010 (05-14-25).pdf
Pegasus Renewal and Original Contract.pdf

May 14, 2025 P-229925

Mr. Kevin Cowper
City Manager
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168

Re: Elevation of Three Flood-Prone Homes
Hazard Mitigation Grant Program (HMGP) under Hurricane Irma
FEMA Project No. 4337-374-R

Subj: Additional Grant Administration Support Services

Dear Mr. Cowper:

Please find herein a proposal for your review and approval associated with additional grant administration support services related to the elevation of the single-family structures located within the following three properties:

- 610 Goodwin Avenue
- 2636 Sunset Drive
- 2700 Sunset Drive

Based on a period-of-performance grant extension requested by the City, FEMA has agreed to extend the project to November 30, 2025, in order to successfully complete the elevation project. The additional extension will entail additional grant management services to be provided by Pegasus Engineering, including, but not limited to, the following tasks:

1. Prepare for and conduct additional coordination efforts with the homeowners, contractor, and the City in order to ensure proper project close-out.

2. Coordinate with the selected contractor regarding the progress of the project in anticipation of the quarterly report preparation.

3. Prepare and submit quarterly reports to FDEM (Carmen Acosta) on behalf of the City.

4. Coordinate with City staff regarding paid invoices, cancelled checks, and additional supporting documentation related to project expenses incurred by the City.

5. Prepare and submit Reimbursement Requests to FDEM.

6. Conduct meetings with FDEM, the contractor, and City Staff during the remaining Period of Performance, as necessary.

7. Prepare and submit to FDEM final close-out packages for the three homes that are part of this project.

8. Prepare for and participate in FEMA's final project inspections of the 3 homes that are part of this residential flood mitigation project.

9. Address all FEMA's requests for additional information resulting from the submittal of the final deliverables packet and final inspections.

10. Prepare Status Reports via Monthly Invoices (Project Administration).

Based on the tasks outlined above, we respectfully request approval to perform grant administration support services to the City for a total amount of **$17,500** in accordance with the manhour and fee estimate presented below.

Sr. Project Manager	David Hamstra	$195/hr	16 hrs	$3,120
Project Manager	Leylah Saavedra	$185/hr	60 hrs	$11,100
Word Processor/Clerical	Priscilla Villanueva	$85/hr	35 hrs	$2,975
Reimbursable expenses (courier, photocopies, plotting, exhibits, etc.)				$305
			TOTAL FEE	$17,500

We look forward to continuing our support in grant administration for this important residential flood protection project, benefiting the affected residents of the City. If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

Sincerely,

PEGASUS ENGINEERING, LLC

David W. Hamstra, P.E., CFM
Stormwater Department Manager

cc: Kyle Fegley, City of New Smyrna Beach
Jesse Meyers, City of New Smyrna Beach
Leylah Saavedra, Pegasus Engineering, LLC

Elevation of Three Flood-Prone Homes
Hazard Mitigation Grant Program (HMGP) for Hurricane Irma
FEMA Project No. 4337-374-R

Additional Grant Administration Support Services

Approved for Pegasus Engineering, LLC

Juan Fong, P.E.	Principal Officer's Title	May 14, 2025 Date

Proposal is hereby accepted and authorization to proceed is hereby given.
(Please return one executed copy of this proposal for our Pegasus Engineering records).

City of New Smyrna Beach Authorized Signature	City of New Smyrna Beach Officer's Title	Date

ATTACHMENT "A"

Manhour and Fee Estimate
for the

ELEVATION OF THREE FLOOD PRONE HOMES
AS PART OF THE HAZARD MITIGATION GRANT PROGRAM UNDER HURRICANE IRMA
ADDITIONAL GRANT ADMINISTRATION SUPPORT SERVICES
FEMA HMGP PROJECT No. 4337-374-R

Task Description [Effective Date: May 9, 2025]	Sr. Project Manager (Hamstra, P.E.)	Project Manager (Saavedra, P.E.)	Project Engineer (Whikehart, P.E.)	Sr. Designer (Greenough)	Clerical (Staff)	Task Hours	Task Fees
Billable Rates [Contract No. RFQ 12-17-ENG]	$195.00	$185.00	$150.00	$100.00	$85.00		
Prepare for and conduct additional coordination efforts with the homeowners and contractor.		24			5	29	$4,865.00
Coordinate with the selected contractor(s) regarding the progress of the project in anticipation of the quarterly report preparation.		4			3	7	$995.00
Prepare and submit quarterly reports to FDEM (Carmen Acosta).		4				4	$740.00
Coordinate with City staff regarding paid invoices, cancelled checks and supporting documentation.					2	2	$170.00
Prepare and submit Reimbursement Requests to FDEM.		6			8	14	$1,790.00
Conduct meetings with FDEM, Contract and City Staff during the remaining Period of Performance, as necessary.	2	4				6	$1,130.00
Prepare for and participate in FEMA's final project inspections of the 6 homes that are part of the flood mitigation project.	4	4			2	10	$1,690.00
Address all FEMA's request for additional information resulting from the final inspections.		6			3	9	$1,365.00
Prepare and submit to FDEM final close-out packages for the six homes that are part of the project.	4	8			6	18	$2,770.00
Project Administration (Status Reports via Monthly Invoices)	6				6	12	$1,680.00
TASK HOURS	16	60	0	0	35	111	
TASK LABOR COSTS	$3,120.00	$11,100.00	$0.00	$0.00	$2,975.00	$17,195.00	$17,195.00
PERCENT BREAKDOWN	18.1%	64.6%	0.0%	0.0%	17.3%	100.0%	

Breakdown in Fees

(1) Labor Costs	=	$17,195.00
(2) Reimbursable Expenses	=	$305.00
TOTAL HOURLY NOT TO EXCEED AMOUNT	=	**$17,500.00**

CONTRACT RENEWAL
FOR PROFESSIONAL ENGINEERING SERVICES
PEGASUS ENGINEERING, LLC.

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES, via RFQ 12-17-ENG; and

WHEREAS, the City accepted the qualifications of PEGASUS ENGINEERING, LLC, (Firm); and

WHEREAS, the parties desire to enter into the fourth of five (5) possible one (1) year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND PEGASUS ENGINEERING, LLC., AGREE AS FOLLOWS:

1. THE CITY and PEGASUS ENGINEERING, LLC., agree to all the terms and conditions as stated and contained in RFQ 12-17-ENG, including any/all Attachments, Addenda, and the firm's submitted Request for Qualifications, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year and is the fourth of the five (5) possible one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from June 24, 2025 and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: June 16, 2025

Attest: _____
Sharon Taylor-Harding, Interim City Clerk

PEGASUS ENGINEERING, LLC.

By: _____
Name: Juan Fong, P.E. Title: MGRM

Date: May 6, 2025

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Carrie Avallone, City Attorney

Date 6/24/2025

END OF CONTRACT FOR SERVICES

Pegasus ENGINEERING

HOURLY RATES		
Senior Project Manager		$195.00 / Hour
Project Manager		$185.00 / Hour
Senior Project Engineer		$180.00 / Hour
Project Engineer		$150.00 / Hour
Senior Designer		$120.00 / Hour
Senior CADD/GIS Technician		$105.00 / Hour
CADD / GIS Technician		$90.00 / Hour
Word Processor / Clerical		$85.00 / Hour
Mileage		$0.67 / mile
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B&W	8.5 x 11	$0.10 / page
	11 x 17	$0.15 / page
Color	8.5 x 11	$1.00 / page
	11 x 17	$1.50 / page
Plots (In-House)	All Color Plots	$5.00 / SF
	All B&W Sizes	$0.15 / SF
Overnight Delivery		Actual Cost
Courier Services		Actual Cost
Postage		Actual Cost
Government Permits		Actual Cost

Unit Prices Effective Until December 31, 2024

PEGAENG-01 ASOSTENUTO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/9/2024

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

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

PRODUCER	CONTACT NAME:	
JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	PHONE (A/C, No, Ext): (321) 445-1117	FAX (A/C, No): (321) 445-1076
	E-MAIL ADDRESS: certs@jcj-insurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Phoenix Insurance Co. (Travelers)	25623
INSURER B : Travelers Property & Casualty of America	25674
INSURER C : Travelers Casualty & Surety Co	19038
INSURER D : Siriuspoint Specialty Insurance	16820
INSURER E :	
INSURER F :	

INSURED

Pegasus Engineering LLC
301 W. SR 434, Suite 309
Winter Springs, FL 32708

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		6802H633696	9/18/2024	9/18/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			6802H633696	9/18/2024	9/18/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP5D257010	9/18/2024	9/18/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB5J589774	9/18/2024	9/18/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab			12997969-H	9/18/2024	9/18/2025	Per Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Continuing Professional Engineering Services
Certificate Holder is listed as an Additional Insured in regards to General Liability when required by written contract. 30 Day Notice of Cancellation, except for 10 days for non-payment.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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The ACORD name and logo are registered marks of ACORD

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of New Smyrna Beach ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: Pegasus Engineering, LLC

Authorized Signature: _____ Date: June 23, 2025

Printed Name: Fursan Munjed, P.E.

Title: Principal

STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of June, 2025, by Fursan Munjed, P.E., as Principal on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced _____ as identification.

Notary Public State of Florida
Priscilla Villanueva
My Commission
HH 256159
Exp. 4/27/2026

Signature of Notary Public
Priscilla Villanueva
Name of Notary Typed, Printed or Stamped
My Commission Expires: April 27, 2026

CONTRACT RENEWAL
FOR PROFESSIONAL ENGINEERING SERVICES
PEGASUS ENGINEERING, LLC.

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES, via RFQ 12-17-ENG; and

WHEREAS, the City accepted the qualifications of PEGASUS ENGINEERING, LLC, (Firm); and

WHEREAS, the parties desire to enter into the third of five (5) possible one (1) year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND PEGASUS ENGINEERING, LLC., AGREE AS FOLLOWS:

1. THE CITY and PEGASUS ENGINEERING, LLC., agree to all the terms and conditions as stated and contained in RFQ 12-17-ENG, including any/all Attachments, Addenda, and the firm's submitted Request for Qualifications, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year and is the third of five (5) possible one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from July 10, 2024, and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: 6/27/2024

Attest: _____
Kelly McQuillen, City Clerk

PEGASUS ENGINEERING, LLC.

By: _____
Name: Juan Fong, P.E. Title: MGRM

Date: June 6, 2024

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Carrie Avallone, City Attorney

Date 7/10/2024

END OF CONTRACT FOR SERVICES

Pegasus ENGINEERING

HOURLY RATES		
Senior Project Manager		$195.00 / Hour
Project Manager		$185.00 / Hour
Senior Project Engineer		$180.00 / Hour
Project Engineer		$150.00 / Hour
Senior Designer		$120.00 / Hour
Senior CADD/GIS Technician		$105.00 / Hour
CADD / GIS Technician		$90.00 / Hour
Word Processor / Clerical		$85.00 / Hour
Mileage		$0.67 / mile
Copies and Prints (In-House)		
B&W	8.5 x 11	$0.10 / page
	11 x 17	$0.15 / page
Color	8.5 x 11	$1.00 / page
	11 x 17	$1.50 / page
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	All B&W Sizes	$0.15 / SF
Overnight Delivery		Actual Cost
Courier Services		Actual Cost
Postage		Actual Cost
Government Permits		Actual Cost

Unit Prices Effective Until December 31, 2024

PEGAENG-01 ASOSTENUTO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/9/2024

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PRODUCER JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	CONTACT NAME: PHONE (A/C, No, Ext): (321) 445-1117 FAX (A/C, No): (321) 445-1076 E-MAIL ADDRESS: certs@jcj-insurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Phoenix Insurance Co. (Travelers)	25623
INSURED Pegasus Engineering LLC 301 W. SR 434, Suite 309 Winter Springs, FL 32708	INSURER B : Travelers Property & Casualty of America	25674
	INSURER C : Travelers Casualty & Surety Co	19038
	INSURER D : Berkley Insurance Company	32603
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		6802H633696	9/18/2023	9/18/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			6802H633696	9/18/2023	9/18/2024	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			CUP5D257010	9/18/2023	9/18/2024	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		UB5J589774	9/18/2023	9/18/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab			AEC-9070599-06	9/18/2023	9/18/2024	Per Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Continuing Professional Engineering Services
Certificate Holder is listed as an Additional Insured in regards to General Liability when required by written contract. 30 Day Notice of Cancellation, except for 10 days for non-payment.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CONTRACT RENEWAL
FOR PROFESSIONAL ENGINEERING SERVICES
PEGASUS ENGINEERING, LLC.

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES, via RFQ 12-17-ENG; and

WHEREAS, the City accepted the qualifications of PEGASUS ENGINEERING, LLC, (Firm); and

WHEREAS, the parties desire to enter into the second of five (5) possible one (1) year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND PEGASUS ENGINEERING, LLC., AGREE AS FOLLOWS:

1. THE CITY and PEGASUS ENGINEERING, LLC., agree to all the terms and conditions as stated and contained in RFQ 12-17-ENG, including any/all Attachments, Addenda, and the firm's submitted Request for Qualifications, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year, and is the second of five (5) possible one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from July 10, 2023 and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: July 6, 2023

Attest: _____
Kelly McQuillen, City Clerk

PEGASUS ENGINEERING, LLC.

By: _____
Name: Juan Fong Title: MGRM

Date: June 12, 2023

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Carrie Avallone, City Attorney

Date 7/12/2023

END OF CONTRACT FOR SERVICES

PEGAENG-01 ASOSTENUTO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/12/2023

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	CONTACT NAME:	
JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	PHONE (A/C, No, Ext): (321) 445-1117	FAX (A/C, No): (321) 445-1076
	E-MAIL ADDRESS: certs@jcj-insurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Pegasus Engineering LLC 301 W. SR 434, Suite 309 Winter Springs, FL 32708	INSURER A : Phoenix Insurance Co. (Travelers)	25623
	INSURER B : Travelers Property & Casualty of America	25674
	INSURER C : Travelers Casualty & Surety Co	19038
	INSURER D : Berkley Insurance Company	32603
	INSURER E :	
	INSURER F :	

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

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	CLAIMS-MADE X OCCUR	X		6802H633696	9/18/2022	9/18/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
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							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			6802H633696	9/18/2022	9/18/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CUP5D257010	9/18/2022	9/18/2023	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		UB5J589774	9/18/2022	9/18/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab			AEC-9058882-05	9/18/2022	9/18/2023	Per Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFQ 12-17-ENG. Certificate Holder is listed as an Additional Insured in regards to General Liability when required by written contract. 30 Day Notice of Cancellation, except for 10 days for non-payment.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGREEMENT FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES
CITY OF NEW SMYRNA BEACH, FLORIDA

THIS AGREEMENT made and entered into this 26th day of July, 2017, by and between the CITY OF NEW SMYRNA BEACH, a political subdivision in the State of Florida (hereinafter referred to as "the CITY") and Pegasus Engineering LLC, (hereinafter referred to as "the CONSULTANT"), hereafter "this AGREEMENT," and "the PARTIES TO THE AGREEMENT," as the case may be.

This contract is a result of RFQ 12-17-ENG, Continuing Professional Engineering Services, and is for one (1) of the seven (7) awarded firms. The term of this contract is for five (5) years, with five (5) optional one (1) year renewals, with both parties agreement.

WHEREAS, the CITY desires to engage the professional services of the Consultant for continuing Professional Engineering Services including design services associated with general Civil Engineering practices to include but not limited to developing a complete set of site plans involving paving, grading, utilities, landscaping and stormwater elements, in compliance with the City's Land Development Regulations, as well as state and federal agency guidelines. Such services may require drainage calculations, utility hydraulic calculations, fire flow calculations, stormwater modeling, special reports for environmentally sensitive areas, ability to attain cultural resource studies and traffic impact analyses.

WHEREAS, the CITY and the CONSULTANT have fully complied with the terms and provisions of Chapter 287.055, et seq., Florida Statutes, generally known as the Florida Consultants' Competitive Negotiations Act ("the CCNA," or "the Act"), as well as Chapters 287.057, et seq. Florida Statutes, "Procurement of Contractual Services;" and

WHEREAS, the CITY wishes to contract with the CONSULTANT for professional Civil Engineering services and/or other such services which may be directly related to the services authorized by the CITY, and as may be further described herein, and/or in amendments hereto or

supplemental forms of contract, which may incorporate, by reference, the terms and provisions herein;

NOW, THEREFORE, the CITY and the CONSULTANT, in consideration of the mutual covenants herein agree in respect of the performance of engineering services and related services by the CONSULTANT and the payment for those services by the CITY as set forth below.

1. TERM OF AGREEMENT:

1.1 The term of this AGREEMENT shall be for a period of five (5) years from the date of execution of this AGREEMENT, which date shall, for all purposes, be determined as either "the effective date," if such is expressed herein, or, in the absence of such express statement of effective date, the date last signed by any party or party representative to this AGREEMENT.

1.2 The initial term of this AGREEMENT may be extended for five (5) subsequent years in one-year incremental extensions, so long as, and conditioned upon, any/all such extension(s) hereof being executed with the identical formalities and substantive signatory approvals as are indicated in this AGREEMENT.

2. SCOPE OF SERVICES:

2.1 As requested in written form only initiated by authorized CITY personnel, and as deemed by the CONSULTANT to be within the professional expertise of the CONSULTANT, the CITY, may, from time to time make request(s) of the CONSULTANT to provide the CITY professional engineering services related continuing Professional Engineering consultant services for the following: Planning, public engagement, design; stormwater and drainage system, site design, environmental floral and faunal assessments, permitting, construction supervision and observation; best management practices (BMP) design (non-traditional/innovative); structures inspections, surveying and mapping, geotechnical investigations, materials testing and grant writing and management and other customary services incidental thereto.

2.2 The CITY reserves the right to retain other engineering firms to provide the same or substantially similar professional engineering services.

2.3 The CONSULTANT shall have the sole and exclusive right to accept or decline acceptance of the CITY's written request for such services as may be requested by the CITY in writing. Any refusal by the CONSULTANT as referenced herein shall in no manner otherwise prejudice the rights and liabilities of the PARTIES to the AGREEMENT hereto.

3. STUDY AND REPORT SERVICES

3.1 As may be specifically authorized in writing by the CITY, and upon agreement as to specific schedule of professional engineering fees, and

3.2 As may be specifically authorized and requested in writing by the CITY directed to the CONSULTANT'S designated representative, the CONSULTANT agrees to perform engineering services which may include investigations; feasibility studies; financial and fiscal studies; evaluation of existing facilities; preparation of schematic layouts and sketches where reasonably required; provide opinions of construction cost; attend meetings with CITY personnel and/or their designated authorized representative or other personnel as may be reasonably appropriate to the specific assignment, all as further described in this AGREEMENT or any supplement or amendment thereto.

4. PROJECT DESIGN SERVICES

4.1 As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT agrees to prepare a form of "preliminary design report" for the project authorized. The preliminary design report shall set forth the design basis, criteria, assumptions, schematics, preliminary drawings, materials and equipment evaluation and preliminary selection with capacities, outline specifications, descriptions and such other material as may be appropriate to thoroughly describe the intended design. Based on the information contained in the design report, and with additional input from the CITY, the CONSULTANT

shall prepare and submit an opinion of probable construction costs. The CONSULTANT agrees not to proceed with detailed project design until such time as the CONSULTANT receives formal notification in writing from the CITY as to the CITY's approval of the preliminary design report.

(b) On the basis of the CITY's acceptance in writing of the preliminary design report referenced herein, the CONSULTANT shall prepare detailed project design for the project authorized, which detail may be comprised of drawings, plans, specifications and such other technical documentation reasonably appropriate to enable the CITY to initiate invitations for the bidding of construction of the improvements referenced in the said technical documentation. Upon express written request, and in consideration of additional compensation therefore, the CONSULTANT shall prepare forms of construction contract, general conditions, and supplementary conditions, bid forms, request for proposals, invitations to bid and instructions to bidders, and otherwise assist the CITY in the preparation of other related documents. The CONSULTANT'S work as referenced in this sub-section may include the preparation of a revised estimate of probable construction costs based upon completed construction plans.

(c) Upon written authorization from the CITY and as may be deemed appropriate to the project at issue, the CONSULTANT may confer with officials of State, Federal and local agencies having jurisdiction of the subject project(s) during the preparation of the drawings and specifications and shall assist the CITY in obtaining approval of the same and in obtaining required permits from and agreements with such agencies as delineated in individual project work orders. It is expressly agreed by the CITY and the CONSULTANT that the CITY shall, at all times, remain exclusively responsible for obtaining all authorizations and permitting and approvals for the construction of the improvements which may be the subject matter of the services performed by the CONSULTANT.

5. GENERAL SERVICES DURING BIDDING AND CONSTRUCTION

5.1 As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT agrees to furnish professional services during the bid process and during the construction of projects for which the CONSULTANT has prepared drawings, specifications and contract documents, or, as may have been prepared by others and acknowledged and accepted in writing by the CONSULTANT as being suitable for use. The professional services referenced in this sub-section may include, by way of example, but not by way of limitation or inclusion, the CONSULTANT'S providing input to the CITY in connection with the CITY'S receipt and analysis of construction bids and the CONSULTANT'S recommendations for award of construction contracts. Further, by way of example, but not by way of limitation or inclusion, the CONSULTANT may, upon written request of the CITY, provide input to the CITY'S authorized personnel regarding the preparation of such drawings or specifications, responses to requests for additional information from bidders or the CITY'S selected contractor(s), as may be reasonably required to resolve conflicts in the plans or specifications or as may conflict with the CITY'S general intent for the project at issue. Further, by way of example, but not by way of limitation or inclusion, the CONSULTANT may, upon written request from the CITY, provide written observations of field conditions; review of shop drawings and working drawings as may be submitted by the CITY'S contractors; periodic site observation of work in progress; review of applications for payments to the CITY, and observation of any final testing or other determination of completion of the work by the CITY'S contractor(s).

6. CONSTRUCTION OBSERVATION:

As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT agrees to furnish a resident project representative for observation of construction and such other assisting personnel or field staffing as may be deemed by the CONSULTANT to be reasonably appropriate to the process of ensuring the contractor's general compliance and construction conformance with the design intent reflected in the CONSULTANT'S construction contract documents.

(b) The CONSULTANT agrees to assist the CITY in securing applicable Federal, State and local inspections of the project as may be reasonably appropriate to the project.

7. OPERATIONAL PHASE SERVICES

As may be specifically authorized in writing by the CITY and upon agreement as to a specific schedule of professional engineering fees; the CONSULTANT may:

(a) Provide assistance to the CITY in the closing of any financial or related transaction for a project.

(b) Provide assistance to the CITY in conjunction with the refining and adjusting of any equipment or system.

(c) Assist the CITY in training the CITY's staff in the operation and maintenance of the elements of the project within the confines of the expertise and knowledge of the CONSULTANT.

(d) Assist the CITY in developing systems and procedures for control of the operation and maintenance of, record keeping and monitoring required for a project, as may be within the confines of the expertise and knowledge of the CONSULTANT.

(e) Assist the CITY'S contractor's in the preparation of reproducible record drawings showing those changes made during construction process which may constitute substantive changes from the original construction drawings.(f) Provide periodic site visits to the Project for the purpose of reasonably observing readily apparent defects or deficiencies in the completed construction and otherwise assist the CITY in consultations and discussions with Contractor (s) concerning the correction of such deficiencies or defects, and make recommendations as to

replacement or corrections of defective work. CITY personnel shall be responsible for making all final determinations as to the contractor's compliance with the construction contract documents.

8. SUPPLEMENTARY AND ADDITIONAL SERVICES:

As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT, upon written request of the CITY, shall secure field surveys (including easements plans and descriptions) and any geotechnical investigations not otherwise provided by the CITY which may be reasonably necessary for the preparation by the CONSULTANT of the construction contract documents for which the CONSULTANT has been retained for the project;

(b) The CONSULTANT, upon written request from the CITY, shall assist the CITY in the preparation of State and Federal grant application forms as the CITY may deem appropriate.

(c) The CONSULTANT shall provide such additional professional services, as may be reasonably required to assist the CITY in obtaining permits and approvals for the construction and operation of the project at issue.

(d) The CONSULTANT shall assist in coordinating or attend public meetings and hearings as may be authorized by the CITY.

(e) The CONSULTANT shall furnish copies of drawings, specifications, contract documents, special drawings, reports, and other construction contract or project related documents.

(f) The CONSULTANT shall review materials and equipment submittals tendered by bidders and contractors when such submittals are alternatives to those specified or previously approved; at all material times, the CITY shall be responsible for making the final determinations of the reasonableness or appropriateness of the use of any alternative means or methods of construction associated with the construction of the project at issue.

(g) The CONSULTANT shall review the contractor(s)' claims for additional compensation or time extensions submitted by the CITY'S contractor(s); at all material times, the CITY shall be responsible for making the final determinations of the reasonableness or appropriateness of the contractor(s)' request(s) for additional compensation or for additional time for the completion of the construction of the project at issue.

(h) The CONSULTANT shall assist the CITY or others as the CITY may direct the CONSULTANT in writing in the preparation and submittal of proposed contract change orders; at all material times, the CITY shall be responsible for making the final determinations of the reasonableness or appropriateness of any/all submitted request(s) for change order(s) relating to the construction associated with the construction of the project at issue.

(i) The CONSULTANT shall revise previously approved reports, design documents, drawings and specifications prepared by the CONSULTANT.

(j) The CONSULTANT shall prepare detailed renderings, exhibits or scale models of projects.

(k) The CONSULTANT shall assist the CITY, or otherwise as directed in writing by the CITY, in the preparation of operation and maintenance manuals for the use by the CITY; at all material times, the CITY shall be responsible for the content of any/all such operation and maintenance manuals.

(l) The CONSULTANT shall assist the CITY in connection with the rejection and rebidding of construction projects.

(m) The CONSULTANT agrees to provide appropriate CONSULTANT personnel familiar with the scope of services provided by the CONSULTANT to serve as an expert witness on behalf of the CITY in any litigation or arbitration involving a given project and to assist the CITY in preparing for such litigation or arbitration.

9. CITY'S RESPONSIBILITIES

In addition to the contractual obligations expressly set forth in the foregoing provisions of this AGREEMENT, and as may reasonably be implied therefrom, including the implied obligation of dealing in good faith, the CITY shall, at all times:

(a) Promptly and timely perform any/all obligations hereunder so as to reasonably avoid any form of delay in the work of the CONSULTANT or the performance by others associated with the design and construction of the Project.

(b) The CITY shall promptly pay fees as are due and payable to the CONSULTANT according to the schedule set forth in this AGREEMENT or amendments hereto.

(c) The CITY shall, within five (5) business days following the CITY'S execution of this AGREEMENT, appoint a representative in writing with respect to particular work to be performed under this AGREEMENT, which representative shall have complete authority to communicate with the CONSULTANT, the CONSULTANT'S sub-consultants, and all construction or contractor, or sub-contractor personnel, including the transmittal of instructions to said personnel, receiving information from such personnel, and transmittal of written interpretations and definitions of the CITY's policy and decisions pertinent to the work covered by the Agreement. The CITY may designate a different representative from time to time during the term of this AGREEMENT.

(d) The CITY shall provide all criteria and full information as to the CITY's project or program requirements, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

(e) The CITY, upon written request by the CONSULTANT, shall furnish to the CONSULTANT copies of all design and construction documents (a/k/a "record drawings"), which may reasonably pertain to the subject project, as well as existing records, reports, permits, correspondence, maps, plans, aerial photographs, CITY standards and codes or other data which may reasonably be required for the CONSULTANT'S work pursuant to this AGREEMENT.

(f) The CITY shall, at no cost to the CONSULTANT, make its facilities and properties available and accessible for inspection by the CONSULTANT and, if authorized by the CITY, to provide labor and safety equipment as required by the CONSULTANT and to guarantee access to and make all provisions for the CONSULTANT to perform the work referenced in this AGREEMENT.

(g) The CITY shall advertise for bids for construction projects as budgeted from qualified bidders, open the bids at the appointed time and plan and pay for all costs incidental thereto.

(h) The CITY shall provide such accounting, independent cost estimate and insurance counseling services as may be required for Projects, such legal services as the CITY may require with regard to legal issues pertaining to projects including any that may be raised by contractor(s), such auditing service as the CITY may require to ascertain how or for what purpose contractor has used the monies paid under the construction contract, and such inspection services as the CITY may require to ascertain that contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

(i) The CITY shall immediately transmit to the CONSULTANT in writing any concern, observation, development, or other such information known or believed by the CITY which has or may, in any manner or form, impact the CONSULTANT'S work pursuant to this AGREEMENT, relative to which written notification to the CONSULTANT, the CITY shall immediately engage in good faith, in-person discussion(s) with CONSULTANT personnel in an effort to fully investigate, analyze and resolve any/all such observation, development, or concern.

(j) The CITY shall respond timely to inquiries or other such requests for information submitted by the CONSULTANT which pertain to the CONSULTANT'S work, in a manner which does not delay the CONSULTANT'S work.

10. AUTHORIZATION OF WORK:

10.1 All work to be performed by the CONSULTANT pursuant to this AGREEMENT shall, as set forth herein, be authorized by the CITY, in express compliance with the following procedures.

(a) The CITY, in requesting professional services of the CONSULTANT, shall issue a form "Task Order," which Task Order shall, prior to its transmittal to the CONSULTANT, be approved by the CITY.

(b) The Task Order shall contain a detailed description of the work to be undertaken by the CONSULTANT, as well as including an express reference to the appropriate paragraphs of this AGREEMENT.

(c) Unless otherwise expressly agreed in writing by the CITY and the CONSULTANT, the Task Order shall be subject to the terms and conditions of payment of professional fees as set forth herein.

(d) The Task Order shall also contain a budget amount of the fees anticipated by the CITY to be paid to the CONSULTANT for the Task Order.

11. PAYMENT FOR SERVICES:

11.1 The CITY agrees to pay the CONSULTANT for all services referenced in this AGREEMENT, including any/all such supplements, amendments, and Task Order(s), in accordance with the 'Fee Estimate' to be included as part of each Task Order. Fees shall be calculated as follows:

(a) Engineering and professional fees shall be based upon lump sum and/or allowances listed in the Fee Estimate. As an alternative, the attached 'Fee Schedule' included with this agreement as Exhibit 'A', may also be utilized for specific projects or tasks. The fee schedule is subject to annual adjustments in September of each year.

(1) Reimbursable Expenses shall be paid to the CONSULTANT at actual cost and include but are not limited to, the following:

(A) Reproduction costs of reports, drawings, specifications, bidding documents, and similar project related items.

(B) Reasonable travel and per diem expenses for any travel outside of Volusia County, particularly for permitting meetings.

(2) In the alternative, such other method or methods for calculating the fee as may be mutually agreed upon in advance by the parties hereto and specified in writing.

(3) All fees shall be invoiced monthly and are due and payable in accordance with the Florida Prompt Payment Act. The amount due shall be determined as the costs are incurred in proportion to the quantity of the CONSULTANT'S work completed as a percentage of the total work for services performed.

(4) For services of the principals and employees of the CONSULTANT who may be called upon to serve in a capacity of witness in any dispute, litigation, deposition, hearing, or other such similar proceeding, the CONSULTANT'S billing for such time shall be based on the Fee Schedule included as Exhibit "A" as adjusted annually as described above.

(5) If, during or after the completion of the drawings, specifications and contract documents, and in accordance with the written direction of the CITY, it becomes necessary to review or revise the drawings, specifications or contract documents for reasons beyond the control of the CONSULTANT, by way of example, but not by way of limitation, changes in Federal or State or local law, applicable code(s), rules, regulations or other requirements, or lapses in time between completion of design and bidding, the CITY shall be obligated for payment to the CONSULTANT for such review, revision or revisions made by the CONSULTANT according to the schedule set forth herein for "additional services."

(6) If Florida Sales Tax becomes due on professional services, the CITY shall reimburse the CONSULTANT for the amount of the sales tax.

12. SUBCONSULTANTS

12.1 The CITY reserves the right to accept or reject the use of sub-consultant(s) by the CONSULTANT, so long as and conditioned up the CITY'S acceptance of same not being unreasonably withheld.

13. PROHIBITION AGAINST CONTINGENT FEES

13.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the firm, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this AGREEMENT.

14. LIFE AND LIMITATIONS OF AGREEMENT:

(a) This AGREEMENT shall remain in full force until its expiration, unless terminated by either party pursuant to the express terms and provisions of Section 15 hereof.

(b) It is expressly agreed the CONSULTANT shall not be required to enter upon any facility or property which the CONSULTANT reasonably believes to be hazardous, dangerous or unsafe.

(c) It is agreed that reproducible and electronic copies of all reports, tests, specifications and record drawings shall be the property of the CITY and shall be delivered to it at the completion of each authorized project or upon written request to the CONSULTANT.

15. TERMINATION

15.1 This AGREEMENT may be terminated by either party without cause upon 30 days' written notice to the other Party.

15.2 If this AGREEMENT, or any supplement, amendment, or Task Order is terminated by the CITY, the CONSULTANT shall submit a form of invoice to the CITY for

work performed to date, and the CITY shall pay the CONSULTANT in a timely manner for such completed work as set forth herein.

15.3 In the event of any form of claim, dispute, or controversy by or between the parties to this AGREEMENT, the parties expressly and unequivocally agree to engage in good faith efforts to meet in person to resolve any and all such differences. Absent such informal resolution of any/all such dispute(s), the parties expressly agree to engage in pre-suit mediation in accordance with the applicable rules of procedure for such mediation as may be in force in the Judicial Circuit Courts in which the project at issue is located.

16. INSURANCE PROVISIONS

(a) The CONSULTANT shall be responsible for providing the types of insurance and limits of liability as set forth below.

(1) The CONSULTANT shall maintain, during the term of this AGREEMENT Professional Liability insurance in the amount of $1,000,000.

(2) The CONSULTANT shall maintain, during the term of this AGREEMENT, comprehensive general liability insurance naming the CITY as an additional insured in the amount of $1,000,000 to protect the CONSULTANT from claims of property damages and bodily injury, including wrongful death, which may arise from any operations under this AGREEMENT whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

(3) The CONSULTANT shall maintain, during the term of this AGREEMENT comprehensive automobile liability insurance in the amounts of $1,000,000 combined single limit bodily injury and $50,000 property damage to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

(4) The CONSULTANT shall maintain, during the term of this AGREEMENT, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the CITY pursuant to this AGREEMENT.

(b) Special Requirements: Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the CITY 30 days prior to any expiration date. In the event the CONSULTANT is notified by any of their respective insurance carriers of an "intent to cancel" or formal "cancellation notice," the CONSULTANT shall immediately provide written notification to the CITY of such notice.

17. OPINIONS OF COST

17.1 The parties expressly acknowledge the CONSULTANT has no control over the cost of labor, material, equipment or services furnished by others, or over the contractor(s)' means and methods of determining prices, or over competitive bidding or market conditions; as such, the parties hereto expressly agree the CONSULTANT'S opinion(s) of probable construction costs provided in any form of writing or document for the use and benefit of the CITY are made upon the basis of the CONSULTANT'S experience and qualifications and represent the CONSULTANT'S judgment as an experienced and qualified professional engineer, familiar with the construction industry in the geographic area in which projects may be located. The CONSULTANT does not warrant or guarantee the reliability, accuracy, or completeness of proposals or estimates submitted to the CITY by others, or that actual costs will not vary from opinions of probable cost prepared by the CONSULTANT.

18. ENGINEERING OPINIONS/RECOMMENDATIONS

18.1 Since the CONSULTANT'S work may be subject to review by any one (1) or more permitting or plan review agency(ies), and, as such, the CONSULTANT may have no control over the final design, permitting, specifications, materials, equipment contractor

selection, contractor means and methods of construction, and other items following the CONSULTANT'S providing their work for the use and benefit of the CITY, the CONSULTANT does not warrant or guarantee the recommendations and opinions provided by the CONSULTANT.

19. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

19.1 The CONSULTANT shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amounts due, all required deliverables prepared for the CITY under this AGREEMENT. The CITY shall not unreasonably withhold payment, as provided by Florida law.

19.2 All specifications, estimates, plans, drawings, construction documents, legal instruments, and materials prepared or accumulated by the CONSULTANT (or by authorized sub-consultants) in rendering services hereunder shall be the sole property of the CITY, which may re-use them at no additional cost and the CITY shall be vested with all rights therein of whatever kind and however created; provided, that neither or none of the CONSULTANT, their authorized sub-consultants, shall in any manner be liable or legally responsible to anyone for the CITY'S use or re-use of any such materials for any project for which the CONSULTANT is not a party in writing to an amendment, supplement, or Task Order hereto.

19.3 The CONSULTANT shall have the right to include visual or demonstrative representations of the design of the project(s) which may be the subject of this AGREEMENT, among the consultant's promotional and professional material, so long as the CONSULTANT'S use thereof does not include the CITY'S confidential or proprietary information.

20. SUCCESSORS AND ASSIGNS

20.1 The CITY and the CONSULTANT are each hereby bound, one (1) to the other, as well as each of their successors, executors, administrators and legal representatives to the extent permitted by law.

20.2 Neither the CITY nor the CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this AGREEMENT without the prior written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this Section shall prevent the CONSULTANT from employing such independent professional associates and consultants, as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

20.3 Nothing contained in this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to any person, party, or entity other than the CITY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of the CITY and the CONSULTANT and not for the benefit of any other party.

21. MISCELLANEOUS

21.1 In the event of a dispute or claim between the parties to this AGREEMENT, jurisdiction shall be exclusively in the judicial circuit court(s), and venue for any such litigation shall be exclusively established in CITY OF NEW SMYRNA BEACH, Florida.

22. INDEPENDENT CONTRACTOR

22. The CONSULTANT is deemed to be an independent contractor and not an employee of the CITY for any purpose.

23. LICENSING OF CONSULTANT

23.1 The CONSULTANT shall at all times during the term of this AGREEMENT and at its own cost and expense, maintain such licenses and permits as are required for the performance of work referenced herein by the CONSULTANT.

24. INDEMNIFICATION

24.1 The CONSULTANT agrees to the fullest extent permitted by law to indemnify the CITY from and against claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees) which are judicially determined to be the direct and legal cause of the negligent acts or negligent omission of the CONSULTANT. 25. TIME IS OF THE ESSENCE

25.1 Time is of the essence of this AGREEMENT, and the parties agree to cooperate with each other in performing their respective obligations under this AGREEMENT.

26. THIRD PARTY RIGHTS

26.1 This AGREEMENT is not a third party beneficiary contract and shall not in any respect whatsoever create any rights on behalf of any party not expressly a party to this AGREEMENT.

27. PUBLIC RECORDS AND OPEN MEETING LAWS

27.1 The CONSULTANT hereby acknowledges that CITY, as a political subdivision in the State of Florida, is subject to the Florida Public Records Act and Sunshine Law. The CONSULTANT further acknowledges that under the Public Records Act and Sunshine Law, the CITY must permit the public to inspect and/or copy all public records which the CITY makes or receives in the course of conducting CITY'S business and must hold meetings of the CITY Commission and various CITY Boards and committees in the public, unless particular information is exempt by Florida law from public records disclosure or a particular meeting is not subject to the Sunshine Law. The CONSULTANT acknowledges any record, document, computerized information and program, audio or video tape, photograph or other writing of CONSULTANT related, directly or indirectly, to this AGREEMENT, not otherwise subject to a legal privilege afforded to the CONSULTANT by Florida law, may be deemed to be a Public Record whether in the possession or control of CITY or CONSULTANT. Said record, document, computerized information and program, audio or video tape, photograph, or other

writing of CONSULTANT deemed a Public Record is subject to the provisions of Florida Statutes Chapter 119 and may not be destroyed without the specific written approval of the CITY. Upon request by the CITY, CONSULTANT shall promptly supply copies of said records to CITY.

27.2 The CONSULTANT is required to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

28. SOVEREIGN IMMUNITY

28.1 Nothing contained in this Agreement shall be construed as a waiver of the CITY'S sovereign immunity pursuant to Florida Statutes Section 768.28 or other limitations imposed on the CITY'S potential liability under state or federal law.

IN WITNESS WHEREFORE, the parties have caused this AGREEMENT to be executed as of this day and date first written, in five (5) counterparts, each of which shall for all purposes are deemed an original.

ATTEST

7-17-17

(Johnny R. Bledsoe, City Clerk)(Date)

By: 7-17-17

(James W. Hathaway, Mayor) (Date)

ATTEST:

Pegasus Engineering, LLC

(Firm Name)

July 13, 2017

(Authorized Officer)(Date)

(SEAL, if by a Corporation)

PEGASUS ENGINEERING, LLC LIMITED LIABILITY COMPANY SEAL 2007 FLORIDA

APPROVED AS TO CORRECTNESS AND FORM:

BY:

(City Attorney) (Date) 7/28/17

END OF CONTRACT FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES

Pegasus ENGINEERING

EXHIBIT "A"
FEE SCHEDULE

Senior Project Manager	$185.00 / Hour
Project Manager	$180.00 / Hour
Senior Project Engineer	$170.00 / Hour
Project Engineer	$150.00 / Hour
Senior Designer	$100.00 / Hour
Designer	$90.00 / Hour
CADD / GIS Technician	$85.00 / Hour
Word Processor / Clerical	$70.00 / Hour

Mileage	53.5¢ / mile

Copies and Prints (In-House)

B&W	8.5 x 11	$0.10 / page
	11 x 17	$0.15 / page
Color	8.5 x 11	$1.00 / page
	11 x 17	$1.50 / page

Plots (In-House)

All Color Plots	$5.00 / SF
All B&W Sizes	$0.15 / SF

Overnight Delivery	Actual Cost
Courier Services	Actual Cost
Postage	Actual Cost
Government Permits	Actual Cost

Unit Prices Effective Until December 31, 2017

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

CONSIDER THE APPROVAL FOR KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE PROFESSIONAL PLANNING CONSULTING SERVICES TO UPDATE THE CITY'S COMPREHENSIVE PLAN.

July 8, 2025

Background:

Pursuant to Florida Statutes Chapter 163.3191, the City of New Smyrna Beach is required to conduct an Evaluation and Appraisal Review (EAR) of its Comprehensive Plan every 7 years and was notified of this deadline in April. Staff evaluated our most current comprehensive plan and identified multiple elements that require updating to meet the state requirement. To assist in the updating process, the City requested a proposal dated April 25, 2025, from Kimley-Horn and Associates, Inc. (“Consultant”), under the existing continuing services agreement (RFQ 13-23). The proposal outlines a detailed scope of services necessary to complete the EAR and update related elements of the City’s Comprehensive Plan.

Findings:

Kimley-Horn will perform comprehensive planning services that include, but are not limited to:

- Kick-off meeting and ongoing coordination
- Residential holding capacity analysis
- Review and update of specific Comprehensive Plan elements:
  - Future Land Use (Element II)
  - Housing (Element VI)
  - Infrastructure (Element VII)
  - Conservation (Element IX)
  - Economic Development (Element XV)
- Preparation of Data Inventory and Analysis (DIA)
- Updating Goals, Objectives, and Policies (GOPs)
- Facilitating public engagement (two open houses and public meeting support)
- Presentations to the Planning and Zoning Board and City Commission for transmittal and adoption

Optional services include assistance with responding to the Objections, Recommendations, and Comments (ORC) report from the State.

FUNDING:

The total proposed lump sum for Tasks 1 through 7 is $113,800. If the City elects to include Optional Task 8, the total fee will increase to $122,800. Funding for this effort is available

RECOMMENDATION

Staff recommends that the City Commission approve the proposal from Kimley-Horn and Associates, Inc., in the amount of $113,800, with the option to include Task 8 for an additional $9,000, under the continuing services agreement RFQ 13-23. Approval will allow the City to fulfill its statutory obligation to complete the EAR and update the Comprehensive Plan accordingly.

Exhibit A: New Smyrna Beach EAR Acknowledgement Letter
Exhibit B: New Smyrna Beach Determination of Need Letter
Exhibit C: Kimley Horn Project Scope of Work
Exhibit D: Kimley Horn Continuing Services Agreement

Fiscal Analysis:
The cost for Kimley-Horn to provide Continuing Professional Planning Consultant services for a updating the City's Comprehensive Plan will be $113,800 with the option to include Task 8 for an additional $9,000, totaling $122,800. Funding will be charged to Planning and Engineering Department, Fund Account #001.51.515.51501.531099 (Other Professional Services).

Strategic Plan Item:
No

Staff Report Created By: Stephanie Ferrara - Development Services Coordinator

Attachments:

A. New Smyrna Beach EAR Ack Letter.pdf
B. Determination of Need.pdf

C. Kimley-Horn - Scope of Work.pdf
D. Executed Agreement - KIMLEY HORN.pdf

April 8, 2025

RESPONSE VIA E-MAIL ONLY

Mr. Robert Mathen
Senior Planner
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168-9985

Subject: City of New Smyrna Beach Evaluation and Appraisal Notification Acknowledgement Letter

Dear Mr. Mathen:

This is to acknowledge receipt of your Evaluation and Appraisal Notification Letter, which was due on April 1, 2025 and received by FloridaCommerce on March 31, 2025.

Please note that your proposed comprehensive plan amendments based on your Evaluation and Appraisal should be transmitted to FloridaCommerce by March 31, 2026, within one year of your notification, pursuant to Section 163.3191(2), Florida Statutes (F.S.). The amendments are subject to the State Coordinated Review Process as outlined in Section 163.3184(4), F.S. Please also be aware that Section 163.3191, F.S., was amended to read in part "updates to the required elements and optional elements of the comprehensive plan must be processed in the same plan amendment cycle."

James Stansbury of FloridaComerce's staff is available to assist and provide technical guidance to your questions concerning the contents of the Evaluation and Appraisal based comprehensive plan amendments and may be reached at (850)717-8512.

If you have any questions concerning the processing of the Evaluation and Appraisal based amendment, please contact Donna Harris, Plan Processor, at (850)717-8491 or by email at Donna.Harris@Commerce.fl.gov.

Sincerely,

James D. Stansbury, Bureau Chief
Bureau of Community Planning and Growth

JDS/dh

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

City of New Smyrna Beach

Planning & Engineering Department

March 31, 2025

Donna Harris, Government Operations Consultant III
Bureau of Community Planning and Growth
107 East Madison – MSC 160
Tallahassee, Florida 32399-4120
Phone: 850-717-8491

RE: Notice – Determination of Need to Amend the City of New Smyrna Beach Comprehensive Plan

Dear Ms. Harris,

Pursuant to Section 163.3191, F.S., the City is required to evaluate the Comprehensive Plan every seven years and determine if amendments are necessary to reflect changes in State requirements. Please accept this correspondence as official notice that the City of New Smyrna Beach has established the need to amend our Comprehensive Plan pursuant to Section 163.3191, F.S.

Pursuant to Section 163.3184, having established the need for amendment, the City of New Smyrna Beach will prepare a transmit within one year the proposed EAR-based amendments for your review.

Should you have any questions related to this correspondence, please do not hesitate to contact me at 386-410-2836 or scorbin@cityofnsb.com.

Sincerely,

Shane Corbin
Director of Development Services
City of New Smyrna Beach

City of New Smyrna Beach
Development Services Department
214 Sams Avenue
New Smyrna Beach, FL 32168
Telephone: 386-410-2830
www.cityofnsb.com

City of New Smyrna Beach

Planning & Engineering Department

March 31, 2025

Donna Harris, Government Operations Consultant III
Bureau of Community Planning and Growth
107 East Madison – MSC 160
Tallahassee, Florida 32399-4120
Phone: 850-717-8491

RE: Notice – Determination of Need to Amend the City of New Smyrna Beach Comprehensive Plan

Dear Ms. Harris,

Pursuant to Section 163.3191, F.S., the City is required to evaluate the Comprehensive Plan every seven years and determine if amendments are necessary to reflect changes in State requirements. Please accept this correspondence as official notice that the City of New Smyrna Beach has established the need to amend our Comprehensive Plan pursuant to Section 163.3191, F.S.

Pursuant to Section 163.3184, having established the need for amendment, the City of New Smyrna Beach will prepare a transmit within one year the proposed EAR-based amendments for your review.

Should you have any questions related to this correspondence, please do not hesitate to contact me at 386-410-2836 or scorbin@cityofnsb.com.

Sincerely,

Shane Corbin
Director of Development Services
City of New Smyrna Beach

April 25, 2025

Shane Corbin, AICP
FRA-RP, GCRED, MPA, MUP
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

RE: *Quote for Comprehensive Planning Services related to an Evaluation and Appraisal Report for the City of New Smyrna Beach through the Continuing Professional Planning Consulting Services Contract dated October 3, 2023. (RFQ) 13-23*

Dear Mr. Corbin:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this task order quote to the City of New Smyrna Beach ("Client" or "City") to provide professional consulting services for Comprehensive Plan Evaluation and Amendments ("project"). Our project understanding, scope of services, schedule, and fees are described below.

PROJECT UNDERSTANDING

The City of New Smyrna Beach is seeking the assistance of a consultant with professional planning experience to review and evaluate the City's Comprehensive Plan as mandated by Florida Statute Chapter 163.3191. The Consultant will assist the City in developing amendments to its Comprehensive Plan based on recommendations received during the Evaluation and Appraisal Review (EAR) process and limited Land Use Policies as mutually agreed upon between City staff and Kimley-Horn. Subsequent to notice to proceed, Kimley-Horn will work with the City to define the project objectives and prepare the finalized schedule. Kimley-Horn understands that the following elements will require updates:

- Element II Future Land Use
  - Map updates are limited to those necessary to reflect annexation and neighborhood boundaries.
  - Limited Land Use Policy amendments identified in the project kick-off meeting
- Element VI Housing
- Element VII Sanitary Sewer, Potable Water, Solid waste, Drainage, and Natural Groundwater Aquifer Recharge
- Element IX Conservation
- Element XV Economic Development

This scope does not include updates to the following elements which have been recently updated or are being updated by others:

- Element I Introduction 2019
- Element III Transportation
- Element IV Property Rights Element 2021
- Element V Reserved
- Element VIII Coastal Management Element 2019
- Element X Recreation and Open Space 2020
- Element XI Intergovernmental Coordination 2019
- Element XII Capital Improvements
- Element XIII Historical and Archaeological Preservation 2020
- Element XIV Public Schools Facilities 2019

SCOPE OF SERVICES

Task 1: Project Kick-Off and Coordination Procedures

Kimley-Horn will meet with City staff one (1) time (in-person) as a Project Kick-Off and to conduct initial field observations and secure readily available data. At this meeting, project organization and staff coordination guidelines/procedures will be established. Additionally, discussion of the requested limited Land Use Policy amendments related to the Future Land Use element.

Following the Kickoff meeting, Kimley-Horn will facilitate a project progress call up to once per month through April 2026 with City staff to review the work assignments, project status, data/analysis needs, and similar, through the end of this assignment. It is assumed up to two (2) Kimley-Horn staff persons will participate in each progress call.

Consultant Deliverables:

1. Project Kick-Off meeting
2. Monthly project calls (up to 11)

Task 2: Holding Capacity Analysis

Kimley-Horn will estimate the holding capacity of the current comprehensive plan with respect to residential population. Unless otherwise directed, population will be projected based on the statewide average of persons per household from the latest U.S. Census or American Community Survey data. The City will provide the current future land use map in GIS format. Existing Land Use will be based on readily available data from the County Property Appraiser and the U.S. Census. Holding capacity will be based on the Future Land Use carrying capacity (i.e., maximum levels of development based on established density and intensity standards) and known development constraints such as environmental features, conservation lands, lakes, and rivers. The capacity evaluation will be based solely on the Future Land Use map and will not address zoning or specific entitlements for specific development projects. The holding capacity will be compared to BEBR estimates for 2035 and 2045

population consistent with state standards using BEBR medium unless directed otherwise by City staff.

Consultant Deliverables:

1. Estimated Holding Capacity of the current future land use map in residential units and persons.
2. Comparison of Holding Capacity to 2035 and 2045 BEBR population estimates.
3. Map showing the layers used to calculate holding capacity
4. Map showing current and projected population density.

Task 3: Current Plan Analysis & Data Inventory and Analysis (DIA)

Kimley-Horn will assess the information and data collected in the previous tasks as it relates to each of the City's comprehensive plan elements. Specifically, the following actions will occur:

- Review the plan for consistency with adopted Florida Statutes since the last EAR update and any amendments post the CP amendments.
- Develop a draft review "Matrix" of recommended GOPs for amendment with justification(s). This includes draft will be updated based on one round of consolidated feedback from City staff. The draft matrix will serve as the basis for the future work efforts.
- Kimley-Horn will prepare a narrative existing conditions analysis based on a review of existing City land use, infrastructure, and public facilities based on maps provided by the City.
- Kimley-Horn will assess and prepare the DIA associated with the Elements to be updated by Kimley-Horn as specified in the Project Understanding. Kimley-Horn will not prepare detailed engineering studies including but not limited to water supply plan, stormwater master plans, detailed traffic analysis, parks master plan or similar. Kimley-Horn will identify the specific DIA analysis items and approach as part of Task 1.
- Kimley-Horn will revise the draft review "Matrix" of recommended GOPs for amendment including justification(s) based on the additional DIA conducted in support of the EAR based amendments. This matrix will serve as the basis for the EAR Based Comprehensive Plan amendments.
- City is responsible for transmittal of the comment letter to Florida Commerce and receiving correspondence including post transmittal.

Kimley-Horn will rely on information provided by the City/City Departments in the evaluation of the plan (including adopted master plans). Kimley-Horn will also utilize readily available public data from the East Central Florida Regional Planning Council (ECFRPC), and the Office of Economic and Demographic Research.

Consultant Deliverables:

1. Prepare a (finalized) review matrix of the existing CP including recommendations for amendments to the City's CP.
2. Prepare an existing conditions analysis including preliminary Data Inventory and Analysis.

Task 4: Update Goals, Objectives and Policies (GOPs)

Based on the findings of Task 3, Kimley-Horn will update the GOPs for each of the comprehensive plan elements specific to the EAR findings. It is understood Kimley-Horn will not undertake an update to the City's Water Supply Facilities Master Plan or similar utility studies as part of this assignment but will incorporate, by reference, updates provided by the City.

Kimley-Horn will use digital data provided by the City to update the Future Land Use map series to account for annexations and changes in neighborhood boundaries.

Draft GOPs will be presented to City staff for review and comment. Kimley-Horn will respond to up to two (2) rounds of revisions to the draft GOPs based upon staff review. City staff will be responsible for compiling and submitting one (1) set of review comments to Kimley-Horn.

Consultant Deliverables:

1. Preparation of draft Goals, Objectives, and Policies and Standards.
2. Future Land Use Map Series (up to 5 maps).
3. Compiled GOPs and DIAs including Maps/ Map Series in digital format.

Task 5: Public Engagement

Kimley-Horn will attend up to two (2) open houses for a maximum of two (2) hours each with up to two (2) Kimley-Horn staff persons to garner public input.

The City will be responsible for providing properly equipped locations for the open house and advertising the open houses.

Consultant Deliverables:

1. Attend and participate in two (2) open houses for up to two (2) hours each with up to (2) Kimley-Horn staff persons.
2. One (1) virtual Client meeting.
3. One (1) summary memo of public input.

Task 6: Public Worksession

Kimley-Horn will present the DIAs and GOPs in cooperation with City staff to the Planning and Zoning Board one (1) time sitting as the Local Planning Agency (LPA) for review and comment at a publicly noticed hearing. The City will be responsible for providing the meeting place and meeting advertisement/public notices.

Kimley-Horn will revise the draft DIA and GOPs one (1) time per City directed comments based on Planning and Zoning Board review and comment.

Consultant Deliverables:

1. Proposed amendments to the comprehensive plan in strikethrough/underline format.
2. PowerPoint Presentation for one (1) Planning and Zoning Board worksession.
3. Facilitate one (1) Planning and Zoning Board worksession with one (1) Kimley-Horn staff person.
4. Proposed amendments to the comprehensive plan in strikethrough/underline format based on Planning and Zoning Board feedback.

Task 7: Final Recommendations and Public Hearings
Kimley-Horn will present the final DIAs and GOPs in cooperation with City staff to the Planning and Zoning Board and City Commission one (1) time each for transmittal to the state. Following feedback from the state, City staff will incorporate any revisions or updates, or initiate optional task 8 for Kimley-Horn to respond to the ORC report. Kimley-Horn will then present to the City Commission one (1) time for adoption of the EAR Based Comprehensive Plan amendments including revisions per the ORC at a publicly noticed hearing.

Consultant Deliverables:

1. PowerPoint Presentation for one (1) Planning and Zoning Board for transmittal of the draft DIA and GOPs.
2. PowerPoint Presentation for one (1) City Commission for transmittal of the draft DIA and GOPs.
3. One (1) presentation to the City Commission for adoption of the amendments post ORC Report and responses/revisions by City staff.

Task 8: Response to ORC Report - OPTIONAL TASK
Kimley-Horn will assist the City to respond to one (1) set of comments through the objections, recommendations and comments (ORC) report.

Consultant Deliverables:

1. Response to one (1) set of comments through the ORC Report.
2. Revisions to the GOPs per ORC Report. Compiled GOPs and DIAs including Maps/ Map Series in digital format.

ADDITIONAL SERVICES NOT INCLUDED

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Briefings with City Commission members.
- Response to ORC report, unless optional task is chosen.
- Attendance at adoption hearings, unless optional task is chosen.

- Additional meetings beyond those expressly laid out in the scope of services.
- Project web page for the City's website.
- Public involvement report.
- Printing documents for distribution to the public or elected officials.
- Coordination with the Department of Commerce or revisions based on DOC comments.
- Updates based on new requirements in Florida Statutes adopted after December 2024 that require additional analysis, mapping, or other significant efforts.
- Data and analysis to support comprehensive plan amendment beyond what is required for the statutory update.
- Analysis of environment or economic impacts or benefits of new comprehensive plan policies.

CLIENT RESPONSIBILITIES

The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- The current adopted comprehensive plan.
- Prior plans and public involvement information relevant to the effort.

The Client shall be responsible for the following tasks:

- Production or distribution of meeting notices.
- Provide locations and equipment for meetings.

PROJECT SCHEDULE

Consultant shall provide the services described in the above scope upon a mutually agreed upon schedule.

FEE AND BILLING

Kimley-Horn will perform the services in Task 1-7 for the total lump sum fee below. Individual task amounts are informational only. All applications and similar project fees will be paid directly by the Client.

Tasks	**Consultant Fees**
Task 1: Project Kick-Off and Coordination Procedures	$10,500.
Task 2: Holding Capacity Analysis	$6,500.
Task 3: Current Plan Analysis & Data Inventory and Analysis (DIA)	$45,800.
Task 4: Update Goals, Objectives and Policies (GOPs)	$21,100.
Task 5: Public Engagement	$8,100.
Task 6: Public Worksession	$10,000.
Task 7: Final Recommendations and Public Hearings	$11,800.
Total Lump Sum Fees Tasks 1-7:	**$113,800.**
OPTIONAL TASK	
Task 8: Response to ORC Report - OPTIONAL TASK	*$9,000.*
Total Lump Sum Fees with Optional Tasks:	***$122,800***

Closure

If you concur in all the foregoing and wish to direct us to proceed with the services, please execute the contract below. Please contact Katy Magruder, AICP at (407) 427-1638 if you have any questions.

Very truly yours,

Kathleen S Magruder

Katy Magruder, AICP
Project Manager

Ryan O. Wetherall

Ryan Wetherall
Vice President

CITY OF NEW SMYRNA BEACH

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

AGREEMENT FOR KIMLEY-HORN AND ASSOCIATES, INC. CONTINUING PROFESSIONAL PLANNING CONSULTING SERVICES

THIS AGREEMENT is made and entered into this 3rd day of October, 2023, by and between **Kimley-Horn and Associates, Inc.,** duly authorized to conduct business in the State of Florida and whose address is 412 Fayetteville Street, Suite 600, Raleigh, NC 27601, hereinafter, called "CONSUL TANT," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the **RFQ 13-23-PLAN Continuing Planning Professional Services, FOR THE CITY OF NEW SMYRNA BEACH** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between the 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 initial term of this Agreement shall be for three (3) years from the date of the award. After the initial term, this Agreement may be renewed for two (2) optional, one (1) year periods. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled **RFQ 13-23-PLAN Continuing Planning Professional Services**, and in the Consultant's submitted Proposal.

The Consultant shall diligently and in a professional and timely manner perform and provide these services. Unless modified in writing by the parties hereto, the duties of the Consultant shall not be construed to exceed the provision of the services pertaining to this Agreement.

The City and Consultant agree that there may be certain additional services required to be performed by the Consultant during the performance of the contract that cannot be defined sufficiently at the time of execution of this Agreement. These services shall be authorized in writing as an amendment to the contract and may contain additional instructions or provide specifications upon certain aspects of this Agreement pertaining to the work to be undertaken.

SECTION 4. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT based on their fee schedule provided. Unless otherwise agreed in a Scope of Services, the CONSULTANT shall invoice the City monthly based upon the CONSULTANT's fees for services completed during the billing period.

SECTION 5. COMPONENT PARTS OF THE CONTRACT. This Contract consists

of the following contract documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

A. City Advertised Bid
B. Addendums
C. Award Bid Proposal
D. Certificate of Insurance
E. Presentation of Services
F. Fee Proposal

SECTION 6. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. RIGHTS AT LAW RETAINED. The rights and remedies of the City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 8. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Kelly McQuillen, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

For Consultant:

Eliza Harris Juliano, CNU-A
Principal Planner

Kimley-Horn and Associates, Inc.
Company

189 S. Orange Avenue, Suite 1000
Address

Orlando, Florida 32801
City, State, Zip

(407) 898-1511
Phone

Contractor's Initials:

SECTION 9. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by both parties hereto of equal dignity herewith.

SECTION 10. SEVERABILITY. If during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 11. WAIVER OF JURY TRIAL. The City and Consultant have specifically waived the right to a jury trial concerning any disputes which may arise concerning this agreement.

SECTION 12. EFFECT OF FAILURE TO INSIST ON STRICT COMPLAINCE WITH CONDITIONS. The failure of either party to insist on strict performance of any covenant or condition of this contract, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This contract cannot be changed or terminated orally.

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

ATTEST

Authorized Signature

BRENT LENZEN / VICE PRESIDENT
Print Name and Title

KIMLEY-HORN AND ASSOCIATES, INC.

Authorized Signature

SCOTT MINGNET, PLA ASLA
Print Name and Title SR. VP/ PRINCIPAL

Date: 8/8/2023

ATTEST

Kelly McQuillen, City Clerk

CITY OF NEW SMYRNA BEACH

Fred E. Cleveland, Mayor

Date: September 26, 2023

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

Carrie Avallone City Attorney

Dated: 10/3/2023

Tab 6. Professional Hourly Rates and Fees Schedules

Kimley»Horn

Billing Rates

Classification	Rate
Senior Professional II	$350.00
Senior Professional I	$310.00
Professional	$240.00
Analyst	$175.00
Senior Technical Support Staff	$225.00
Technical Support Staff	$150.00
Support Staff	$130.00

Effective through June 30, 2024
Subject to annual adjustment thereafter
Reimbursable Expenses will be charged at 5% of Labor Billings
Sub-Consultants will be billed per the Contract

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/20/2025

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

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

PRODUCER Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** Jerry Noyola **PHONE (A/C, No, Ext):** 7702207699 **FAX (A/C, No):** **E-MAIL ADDRESS:** greylingcerts@greyling.com
INSURED KIMLASS Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire Ins Co of Pittsburg 19445 **INSURER B :** Allied World Assurance Co (U.S.) Inc. 19489 **INSURER C :** New Hampshire Insurance Company 23841 **INSURER D :** Lloyd's of London 85202 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1395501196 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL5268169	4/1/2025	4/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	4/1/2025 4/1/2025	4/1/2026 4/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			03127930	4/1/2025	4/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC067961230 (AOS) WC013711885 (CA)	4/1/2025 4/1/2025	4/1/2026 4/1/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
D	Professional Liability			B0146LDUSA2504949	4/1/2025	4/1/2026	Per Claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: RFQ 13-23-PLAN; Planning Consultant Agreement; Eliza Juliano. The City of New Smyrna Beach is named as an Additional Insured with respects to General Liability where required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Gregg Buchholz

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Kimley»Horn

Certificate of Secretary

To Whom It May Concern:

I am the duly qualified and acting Secretary of Kimley-Horn and Associates, Inc., a North Carolina Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the Board meeting held on December 15, 2022 and entered in the minutes of such meeting in the minute book of the corporation.

"The Board unanimously approved the contract signing authority of employees as presented." (Copies of the employee lists as presented are enclosed.)

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated:

Richard N. Cook, Secretary

(corporate seal)



Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 15, 2022

The following individuals have authority to sign both standard and non-standard agreements directly related to serving clients ("Project Agreements"). Project Agreements include client contracts, subcontracts, project-specific vendor agreements, IPO's, contract amendments, non-disclosure agreements, teaming agreements, project-specific equipment and facility rental agreements for specific projects, and certifications related to proposals. This document does not grant authorization to sign other types of contracts or legal documents not directly related to client service such as office leases, software purchase or license agreements, tax returns, purchase agreements for supplies, or agreements to procure accounting, legal, recruiting, or similar services.

ATLANTIC

BALTIMORE CITY
Falk, Katherine W.
Kraft, Jonathan H.

BALTIMORE COUNTY
Leffner, Nicholas J.
Hutton, Heather

BOSTON
Keegan, Katherine A.

HARRISBURG
Bankert, Larry I.
McGinley, Steve M.

NEWPORT NEWS
Collins, Carroll E.

NORTHERN VIRGINIA
Byrd, Michael N.
Carter, Erica V.
Elman, Paul D.
Giffin, Geoffrey D.
Kauppila, John L.
Koopman, Jennifer R.
Lefton, Steven E.
Martin, Robert J.
Murphy, Erin M.
Musson, David B.
Prunty, Robert W.
Sauro, Thomas J.
Schrader, Carly N.
Stevens, Ross S.
Teague, M. Zach
Whyte, Richard D.

PHILADELPHIA
CENTER CITY
Harmon, Amanda R.
Hughes, Paul W.

PITTSBURGH
Beaves, Adele M.

PRINCETON
Diggan, Tony W.
Gibson, Adam T.

RICHMOND
Chance, Maxwell P.
Heustess, Aaron M.
Hill, Corey
Lickliter, Ashley C.
McCray, Danielle R.
McPeters, Brian A
Perkins, Ryan R.
White, Timothy E.

VIRGINIA BEACH
Chambers, Jon S.
Crum, Katie E.
Davidson, Scott O.
Farthing, Andrew P.
France, William D.
Holland, Kimberly R.
Holland, Stephen R
Jucksch, Rebecca R.
Mackey, William F.
Marscheider, Edward A.
Mertig, Karl E.
Miller Edward W.
Moser, Emily A.
Niss, Robyn M.
Royal, Jack R.
Votava Charles F.
Williams, Kyle D.

WHITE PLAINS
Canning, Thomas J.
Van Hise, Kevin

CALIFORNIA

LOS ANGELES
Blume, Robert D.
Chakravarthy, Srikanth
Fares, Jean B.
Kyle, Gregory S
Phaneuf, Alyssa S.
Ranta, Shahrzad

OAKLAND
Akwabi, Kwasi
Colety, Mike D.
Dankberg, Adam J.

ORANGE
Adrian, Darren J.
Glaze, Jacob S.
Kerry, Nicole M.
Matson, Jason B.
Marechal, Jason A.
Melchor, Jason J.
Melvin, M. Pearse
Phillips, Chad E.

PLEASANTON
Durrenberger, Randal R.
Johnson, Miles R.
Mehta, Parag G.
Mowery, Michael C.
Sowers, Brian E.

RIVERSIDE
Cowan, Eugene D.
Pollock, John A.

SACRAMENTO
Melvin, Enda
Pittalwala, Fareed S.
Tait, Zachary T.
Weir, Matthew D.

SAN DIEGO
Barlow, Matthew T.
Becker, Justin S.
Harry, Jennifer L.
Kaltsas, Joseph D.
Landaal, Dennis J.
Madsen, Michael P.
McCormick, Matthew B.
McWhorter, Samuel L.
Podegracz, Anthony J.
Ullery, Megan R.

SAN JOSE
Hedayat, Leyla
Meyerhofer, Peter N.
Venter Frederik J.

CAROLINAS

CHARLESTON
Guy, Jonathan R.

CHARLOTTE
Blakley, Jr., Stephen W.
Edwards, Matthew A.
Lewis, Ryan T.
Pattison, Paul G.
Taylor, Benjamin S.

COLUMBIA
Iser, Christopher M.

DURHAM DOWNTOWN
Lewellyn, Earl R.

FORT MILL
Holcomb, John E.

RALEIGH
Adams, Richard C.
Barber, Barry L.
Beck, Chadwick W.
Brewer, Brian J.
Cochran, Adam P.
Cook, Richard N.
Deans, Neil T.
Denney, Seth A.
Keil, Ashley R.
Flanagan, Tammy L.
Kuzenski, John
Meador, Emily H.
Thompson, Erin K.

FLORIDA

BOCA-DELRAY
Spruce, Michael D.
Webber, Jason A.

FORT LAUDERDALE
Alam, Mudassar M.
Capelli, Jill A.
Falce, Christopher T.
McWilliams, John J.
Ratay, Gary R.
Robertson, Stewart E.
Viola, Stefano F.

FORT MYERS
Bryant, M. Lewis
Clark, Kellie R.
Wicks, Amy N.

GAINESVILLE
Towne, Christopher

JACKSONVILLE
Brenny, Martin T.
Mecca, Joseph P.
Mullis, Raiford M.
Roland, George E.
Shelton, Mark W.

LAKELAND
Lewis, Jason A.
Wilson, Mark E.
White, Wayne E.

MELBOURNE
Husainy, Kinan F.

MIAMI
Almonte, Leonte I.
Baldo, Burt L.
Buchler, Aaron E.
Collier, Julio A.
Fernandez, Jorge L.
Fye, Barton J.

OCALA
Busche, Richard V.
Gartner, Amber L.
Losito, Gene B.

ORLANDO
Chau, Hao T.
Lenzen, Brent A.
Littrell, Lance R.
Martin, Jonathan A.
Mingonet, Milton S.
Stickler, Brooks A.
Thigpen, Jonathan D.
Wetherell, Ryan S.

SARASOTA
Klepper, B. Kelley
Nadeau, Gary J.
Pankonin, James R.
Schmid, Seth E.

ST. PETERSBURG
Dodge, Dawn M.
Walker, Jordan W.

TALLAHASSEE
Barr, Richard R.
DeVeau, Zachariah A.

TAMPA
Bulloch, Kelly B.
Gilner, Scott W.
Lee, Nathan Q.

VERO BEACH
Good, Brian A.
Lawson, Jacob B.
Roberson, Kevin M.
Thomas, Melibe S.
Van Rens, Peter J.

WEST PALM BEACH
Heggen, Christopher W.
Lee, Jason R.
Mufleh, Marwan H.
Rapp, Bryan T.
Schanen, Kevin M.
Schwartz, Michael F.
Sumislaski, James M.

Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 15, 2022

Tercilla, Lindsey A.
Walthall, David W.

MID-WEST

CHICAGO DOWNTOWN
Dvorak, Jr., William E.
Lemmon, Peter C.
Marnell, Colleen L.
Morton, Jr., Arthur J.

CHICAGO NORTH SUBURBS
Cooper, Jason C.
Tracy, Eric J.
West, Craig L

CHICAGO WEST SUBURBS
Fancler-Splitt, Rory K.
Heinen, Andrew N.
Kaufman, Phil R.
Walker, Michaela E.
Walker, William A.

COLUMBUS
Muller, Justin M.
Schall, Andrew J.

INDIANAPOLIS
Butz, Jr., William A.
Sheward, Bryan A.

KANSAS CITY
Kist, Matthew D.

NORTHEAST OHIO
Clements, Kevin J.

TWIN CITIES
Bishop, Mark C.
Coyle, Daniel J.
Elegert, Brandon R.
Hume, Robert M.
Leverett, Christopher C.
Matzek, William D.
Schmitz, William J.
Bourdon, Brandon J.
Fosmo, Eric J.
Jensen, Matthew D.
Wall, Lisa M.
Zimmerman, David

TWIN CITIES- WEST
Kuhnau, JoNette L.
Wurdeman, Brian M.

MOUNTAIN

ASPEN
Christensen, Bryce E.

BOISE
McDougald, Brandon D.
Nicholson, Tim P

COLORADO SPRINGS
Gunderson, Eric J.
Heiberger, John R.

DENVER
Andryscik, Kory J.
Colvin, Scott W.
Krell, Gabriel M.
Phelps, Randall J.
Rowe, Curtis D.
Salvagio, Robin
Skeehan, Daniel L.
Sobieski, Dennis
McGee, Meaghan M.
Valentine, Brian W.
Wilhelm, William R.

EVERETT
Reeverts, Canaan H.

LAS VEGAS
Ackeret, Kenneth W.
Ahartz, Shannon R.
Colety, Michael D.
Jones, Christopher R.
Moles, Richard A.
Wolf, Treasea

MESA
Burm, Jason M.
Grandy, Michael L.
Margetts, Sterling T.
Mutti, Brent H.
Walnum, Nathan C.

PHOENIX
Connelly, Alissa J.
Ehrick, Taylor R.
Henderson, Benjamin J.
Hermann, Michael J.
Jupp, Andrew M.
Kimm, Kevin J.
Kissinger, John C.
Leistiko, David J.
Marella, Damon J.
Perillo, Adam C.
Sjogren, Timothy P.
Smalkoski, Brian R.

PORTLAND
Belsick, Jody W.

RENO
Hildebrandt, Timothy H.
Nasset, Brent J.

SALT LAKE CITY
Crowther, Brent C.
Gresham, Teresa R.
Johnson, Zachary A.
O'Brien, Molly M.

SEATTLE
Danielson, Paul B.
Williams, David S.

TUCSON
Payne, Kevin W.
Rhine, Timothy J.

SOUTH

ALPHARETTA
Fanney, Angela L.
Fanney, Lawson H.
Hamilton, James R.
James, Alvin B.
Shearouse, Sarah
Stricklin, David L.
Walker, John D.

ATLANTA
Ergle, Kevin B.
Fink, Kenneth L.
Rushing, Michael L.

ATLANTA MIDTOWN
Bosman, Eric S.
Coleman, Sean H.
Johnston, Sean P.
Ross, Robert A.
Triplett, Katherine R.

BIRMINGHAM
Bailey, Clark B.

MEMPHIS
Danley, Drake E.
Minor, Henry W.
Peregoy, Samuel J.
Peregoy, Jennifer M.

MOBILE
Starling, Charles H.

NASHVILLE
Creasman, Brett R.
Dufour, Zachary J.
Espelet, Leonardo E.
McMaster, Ryan L.
Rhodes, Christopher D.

SAVANNAH
Gwaltney, Jamie N.

TEXAS

AUSTIN NORTH
Boecker, Brian C.
Van Leeuwen, Andrew

AUSTIN SOUTH
Hudson, Harrison M.
Mason, Sean R.

BRYAN/COLLEGE STATION
Lucas, Michael D.

DALLAS
Galloway, Steven D.
Gary, Glenn A.
Hall, James R.
Harris, Mark E.
Hoppers, Kevin P.
Nathan, Aaron W.
Sulkowski, Nicholas E.
Williamson, Sarah T.

FORT WORTH
Arnold, Douglas M.
Arnold, Scott R.
Atkins, John R.
Hill, Bradley J.
James, Jeffery
Webb, Floyd C.

FRISCO
Brignon, Brit A.
Coppin, Thomas G.
McCracken, Paul D.
Dickey, Kyle A.

HOUSTON
Frysinger, Chris V.
Guillory, Michael B.
Rader, Aaron K.
Schmidt, Scott C.

LAS COLINAS
Ante, Louis N.

MCKINNEY
Morales, Hugo

SAN ANTONIO
Farnsworth, Jeffrey A.
Holscher, Nicholas F.

THE WOODLANDS
Freeman, Jr., Steven C.

Kimley-Horn and Associates, Inc.
STANDARD CONTRACT SIGNING AUTHORITY
December 15, 2022
These persons have authority to sign contracts using unmodified Kimley-Horn forms (not client-drafted contracts).

ATLANTIC

BALTIMORE CITY
Miller, Sean T.
Monaco, Melanie L.
Smith, Jeff B.

BALTIMORE COUNTY
Bishop, Matt A.
Prosser, Tom

BOSTON
Hart, Caycee A.
Scully, William J.

NEWPORT NEWS
Weist, Jamie H.

NORTHERN VIRGINIA
Aimone, Keith W.
Bollinger, Kyle T.
Freehart, Kyle J.
Harris, Michael J.
Howell, Christopher M.
Knox, Sarah E.
Millot, Sean M.
Phillips, Mark R.
Samba, David B.
Smith, Andrew T.
Timothy, Heather R.

PHILADELPHIA CENTER CITY
Buckley, Steve M.
Katelhon, Tom
Lohr, Andrew

PHILADELPHIA SUBURBAN
Caponigro, Anthony A.

PITTSBURGH
Beduhn, Tyler J.
Dunmire, Dennis S.

PRINCETON
Mitsmenn, Ben J.
Mondoro, Chris A.
Motiani, Dhanesh N.
Procanik, Rich

RICHMOND
Boyd, Mark R.
Brooks, Jordan K.
Dougherty, Sean P.
Ellington, David B.
Sciarrino, Sarah A.

VIRGINIA BEACH
Benson, Laurence N.
Dallman, David B.
Funk, Gerald
Haverly, Grace M.
Hollingsworth, Taylor
Wharton, Michelle L.
Yee, Leong Wee
Schmitt, Gregory H.
Sweeney, Lauren E.

CALIFORNIA

LOS ANGELES
Choi, Michael
Dias, Nicole M.
Duong, Danh
Hewitt, Melissa A.

OAKLAND
Aguigui, Kevin G.
Chang, Elbert K.
Dole, Ryan J.

ORANGE
Beltran, Amelia M.
Bossu, David M.
Briggs, Trevor B.
Elmezain, Othman
Gaines, Terrence A.
Smith, Hannah M.
Starkey, Hunter
Zuwawa, Ahmed

PLEASANTON
Chazbek, Chadi
Falgout, Mark A.
Huie, Ben Q.
Hoac, Anthony G.
Whaley, Tyler J.

RIVERSIDE
Hoffman, Frank
Sutton, Mike S.
Thomas, Kevin G.

SACRAMENTO
Bhatt, Sheetal K.
Carley, Daniel C.
Gregerson, Chris P.
Paderna, Robert V.

SAN DIEGO
Allegoran, Ian B.
Diorio, Mike A.
Daneker, Kathryn F.
Jumanan, Lauren K.
Kragel, Kyle C.
Oleskowicz, Nick J.
Valencia, Jason B.

SAN JOSE
Hamilton, Robert J.
Morgan, Matthew J.
Roecks, Erica A.
Tanner, Monica R.

SAN MATEO
Nelson, Kari K.
Pulliam, John E.

CAROLINAS

CHARLESTON
Sutherland, Marianne M.
Warfield, M. Casey

CHARLOTTE
Claudio-Diaz, Jason L.
Holcomb, John E.
Spacek, Anthony J.
Watts, Austin L.

COLUMBIA
Clamp, Blake A.
Williamson, Nicholas R.

DURHAM DOWNTOWN
Purvis, Zachary G.
Raney, Nolan D.

FORT MILL
Massey, Amy B.

GREENVILLE
Hensley, Alex

HOLLY SPRINGS
Brewer, Jordan

RALEIGH
Bostic, Christopher O.
Dale, Jeffery W.
Fluitt, Jon T.
Griffin, Josh W.
Howell, Cory J.
Markland, Keith R.
Moore, Jeffrey W.
Netzer, Lesley E.
Phillips, Stacie L.
Robinson, Larry D.

FLORIDA

BOCA-DELRAY
Haggerty, Jordan L.
Horning, Joshua D.

FORT LAUDERDALE
Balaban, George
Cordasco, John L.
Dabkowski, Adrian K.
Emmons, Erin N.

FORT MYERS
Ebrahimi, Sina E.

GAINESVILLE
Brighton, Ali H.

JACKSONVILLE
Deitsch, Brian S.
Schilling, William J.
Krehbiel, Wendy J.

LAKELAND
Davies, Mark S.
Wynn, Jared M.

MIAMI
Carreno Jacqueline A.
Herrera, Alberto P.
Lizama, Ignacio L.
Pasken, Kenneth A.

OCALA
Ansari, Mohammad A
Garri, Alan J.
Hill, Stewart L.
London, Joseph C.
Mora, Nick J.

ORLANDO
Ashby, Brian S.
Breton, Ramon F.
Gallo, Victor H.
Garau, Michael
Gillespie, Matthew S.
Roberts, Heather A.
Romano, Steve N.
Stickler, Jennifer J.
Swisher, Jeff R.
Taylor, James M.
Woodward, Mike R.

PANAMA CITY BEACH
Brittain, Jeff M.

SARASOTA
Cianfaglione, Chris D.
Conerly, William E.
Leep, Jordan E.

ST. PETERSBURG
Hughes, Shelby N.
Schneider, Jared R.

TALLAHASSEE
Clayton, Brennon M.
Dempsey, Dwight D.
Kalbli, Shawn C.
Lewis, Kelsey V.
Snipes, Cameron R.

TAMPA
Hatton, Christopher C.
Johnson, Sarah

VERO BEACH
Hollen, Chris

WEST PALM BEACH
Fairchild, Angelina
Haigh, Jonathan D.
Regueiro, Eric
Johnson, Brett A.
Kagawa, Ron M.
Long, Casey
Long, Jamea M.
Meyer, Alexis E.
Ng, Hooi Gin
Walker, Brady J.

MIDWEST

CHICAGO DOWNTOWN
Mayer, Joseph P.
Panter, Jake H.
Whitson, Bryan D.

CHICAGO NORTH SUBURBS
Duyar, Melissa

CHICAGO WEST SUBURBS
Albers, Emma J.
Eschbach, Taylor R.
Kenyon, Jared J.
Leary, Derik D.

COLUMBUS
Kufahl, Gregory D.
Reeves, Michael C.

INDIANAPOLIS
Timko, Michael J.
Wolfred, Maurice A.

KANSAS CITY
Gallo, Anthony A.
McKerrow, Jeff D.
Wysong, Tyler A.

TWIN CITIES
Catchpool, Alan L.
Moren, Luke B.
Phipps, Ryan A.
Robinson, Gregory W.
Sieh, Patricia D.
Tadt, Eric J.

TWIN CITIES- WEST
Manning, Jon T.
Koller, Andrea P.

Kimley-Horn and Associates, Inc.
STANDARD CONTRACT SIGNING AUTHORITY
December 15, 2022
These persons have authority to sign contracts using unmodified Kimley-Horn forms (not client-drafted contracts).

Sieh, Patricia D.

MOUNTAIN

BOISE
Bard, Teller R.

BROOMFIELD
Pratt, Anthony J.

COLORADO SPRINGS
Hess, Mitchell O.

DENVER
Griffin, Erin L.
Hopkins, Christopher E.
Watson, Kyle E.

EVERETT
Koltonowski, Ed
Martin, Deanna

FORT COLLINS
Felton, Emily P.

LAS VEGAS
Ackeret, Thomas E.
Moore, Devin V.
Mosley, Michael S.
Wakenhut, Jonathan R.

MESA
Bearat, Lina H.
Garinger, Amy M.
Haase, Deanna C.
Wright, Bryan M.

PHOENIX
Artiles, Arnoldo A.
Burgess, Lisa M.
Christian, Rajesh S.
Colombo, Michael A.
Delmarter, Michael L.
Haney, Stephen E.
Jones, Traver M.
Schmidt, Zachary R.
Thoma, Jayme R.
Whitehurst, Eric A.
Woolery, Christopher

PORTLAND
Baxter, Donald J.

SALT LAKE CITY
Herrick, Christine N.
Morton, Leslie
Risano, Amanda J.
Williams, Nicole M.

SEATTLE
Kamerath, Marcy

TUCSON
Field, Rebeca V.

UTAH COUNTY
Bick, Christopher P.

SOUTH

ALPHARETTA
Clark, Logan D.
Landry, Troy M.
Edmonson, William C.
Rubenstein, Marcus A.
West, Brian B.
Zittrauer, Derek M.

ATLANTA
Horbal, Bradley L.

ATLANTA MIDTOWN
Elsey, Jeffrey B.
Manners, Jason R.
Pastore, Cristina C.
Skinner, Shannon
Triplett, Katherine R.

BIRMINGHAM
Johnson, Elizabeth H.

FRANKLIN
McGowan, Mary G.

MEMPHIS
Mays, James D.
Monroe, Kenneth W.

NASHVILLE
Boles, Brendan J.
Krebs, Meridith C.
Neal, Philip H.
Eley, Alisha R.

TEXAS

AUSTIN NORTH
Neal, Trey A.
Fowler, Thomas M.
Kiewit, Jordan S.
Parker, Brian J.
Smith, Robert J.

AUSTIN SOUTH
Shoppa, Dwayne M.
Pheiffer, Sam T.

BRYAN/COLLEGE STATION
Harris, Joseph C.

DALLAS
Dolian, Jeffrey
Henrichs, Tyler B.
Kaiser, Jason M.
Lucas, Matthew A.
Meza, Sarah M.
Moss, Bradley J.
Ploetzner, Jamie
Samarripas, Anthony M.
Scott, Sarah E.

CELINA
Hensley, Todd A.
Malan, Craig M.
Murphree, Brent L.

FORT WORTH
Brewer, Cody R.
Igo, Chris P.

FRISCO
Fletcher, Thomas L.
Kennedy, Russell L.
Ross, Casey J.

GEORGETOWN
Helton, Austin S.

HOUSTON
Allsop, Benjamin C.
Cargill, Kenneth W.
Frysinger, Ashley M.
Kelly, Stephen J.
Kirkland, Mark R.

LAS COLINAS
Delmotte, Ryan M.
Fraccaro, Joseph A.

MCKINNEY
Riccardi, Joseph C.
Strouse, Todd L.

PEARLAND
Deshpande, Vivek

RICHARDSON
Kerby, Jonathan C.
New, Nathan C.

SAN ANTONIO
Avery, Amy E.
Cox, B. Matthew
Underwood, Richard J.

THE WOODLANDS
Lewis, Tyler W.

OKLAHOMA CITY
Cooksey, Steven R.
Schmidt, Luke A.

THE CITY OF NEW SMYRNA BEACH - POLICE DEPARTMENT

CONSIDER THE APPROVAL OF FISCAL YEAR 2024-25 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) COUNTY-WIDE FUNDS TO BE DISTRIBUTED TO DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY, CITY OF HOLLY HILL, THE HOUSE NEXT DOOR, AND SMA HEALTHCARE.

July 8, 2025

Background:

Grant regulations require approval of the funding distribution by the majority of all local governments within the county. Attached is a letter certifying that the City of New Smyrna Beach approves of the recommended allocation of funds to SMA Healthcare, Inc., The House Next Door, Holly Hill Police Department and Daytona Beach Shores Department of Public Safety.

Findings:

In compliance with State of Florida Rule 11D-9, F.A.C., the City of New Smyrna Beach is requested to approve the distribution of $138,575.00 of Federal Fiscal Year 2024-25 Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide program for the following projects within Volusia County:

- Daytona Beach Shores Department of Public Safety (Drug Detection K9): $24,500
- City of Holly Hill (Improving Traffic Homicide Investigations): $7,855
- The House Next Door (Success by Design Program): $27,538
- SMA Healthcare, Inc: $78,682

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Julia Halloran - Administrative Services Manager

Attachments:

Distribution of JAG Funds 2024-25.pdf
New Smyrna Beach-FY24-25 JAGC 51% Notification Letter.pdf

City of New Smyrna Beach

June 12, 2025

Mr. Cody Menacof
Bureau Chief
Office of Criminal Justice Grants
Florida Department of Law Enforcement
P.O. Box 1489
Tallahassee, FL 32302-1489

Dear Mr. Menacof,

In compliance with State of Florida Rule 11D-9, F.A.C., the City of New Smyrna Beach approves the distribution of $138,575.00 of Federal Fiscal Year 2024-25 Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide program for the following projects within Volusia County.

Recipient	Contractor & Project Purpose	Amount
County of Volusia	Daytona Beach Shores Department of Public Safety: Drug Detection K9	$24,500
County of Volusia	City of Holly Hill: Improving Traffic Homicide Investigations	$7,855
County of Volusia	The House Next Door: Success by Design Program	$27,538
County of Volusia	SMA Healthcare, Inc: Adult Drug Court Peer Recovery Specialists	$78,682
Total		**$138,575**

Sincerely,

Honorable Mayor Fred Cleveland
City of New Smyrna Beach

Date

May 21, 2025

City of New Smyrna Beach
Honorable Mayor Fred Cleveland
210 Sams Ave.
New Smyrna Beach, FL 32168

Dear Honorable Mayor Fred Cleveland,

The FY 2024-25 share of the Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide funds have been announced by the Florida Department of Law Enforcement (FDLE) and the County of Volusia is recommending the funds be allocated to SMA Healthcare, Inc., The House Next Door, Holly Hill Police Department and Daytona Beach Shores Department of Public Safety.

Grant regulations require approval of the funding distribution by the majority of all local governments within the county. *Two original letters* are required for submission from the county along with an application from each contractor. Attached is a sample letter certifying your city approves of the recommended allocation of funds to SMA Healthcare, Inc., The House Next Door, Holly Hill Police Department and Daytona Beach Shores Department of Public Safety.

To comply with submission requirements, please complete the following:

1. Copy or re-type the attached sample letter onto **your city's letterhead**
2. Each letter must be signed and dated by the Chief Elected Official; the Mayor
3. Return **TWO original signed letters** to the County of Volusia, Division of Community Assistance, Attention: Alex Fox, 121 West Rich Avenue, DeLand, FL 32720

Due to submission deadline constraints, we are requesting that the two original letters be returned by **June 21, 2025**. If you anticipate a delay in executing and returning the letters, please contact me at (386)736-5956 extension 12979 or email at mfox@volusia.org. Thank you for your assistance in this matter.

Respectfully,

Alex Fox

Alex Fox
Planning and Monitoring Manager

CC: Khalid Resheidat, City Manager

THE CITY OF NEW SMYRNA BEACH - AIRPORT

CONSIDER THE APPROVAL OF AVCON, INC'S PROPOSAL FOR DESIGN AND BIDDING PHASE SERVICES FOR HANGAR INFRASTRUCTURE.

July 8, 2025

Background:

The City's Community Redevelopment Agency (CRA) presented a resolution adopting a revised FY 24-25 budget during the CRA meeting on April 22nd. This revised budget included improvements for the airport infrastructure. This project meets the goals and objectives of the CRA by improving and preparing airport infrastructure for future development.

There are multiple locations around the New Smyrna Beach airport which could be suitable for development in the future. Airport staff have had increased interest in companies exploring options to build or lease a 10,000 square foot hangar or larger. This type of facility is not currently available on the airfield. Some other airports have had success by designing and preparing sites for development. One example of this was in 2018, the Umatilla Municipal Airport was able to acquire a large parcel of property in their proposed central terminal area. The parcel acquisition allowed the construction of a full parallel taxiway for aircraft operation safety and provided a blank canvas for future airfield development. To jumpstart the development, the Airport secured funding to construct airfield infrastructure to support future hangar development. Development included an entrance road, taxi lane, utility extensions, and stormwater facilities.

Once the infrastructure project was complete, the available parcels were quickly leased to individuals for hangar construction. The first of seven hangar sites was completed in 2021, and the final site is under construction now and will be completed this year.

In addition to the privately constructed hangars, the Airport's new FBO building and parking lot were constructed on the center of the development. The Airport is currently constructing a 13-unit t-hangar building in response to the demand for hangars. Additional t-hangars and privately owned hangars will be built after the second phase of hangar infrastructure is constructed, adding more taxi lanes and utility extensions.

This project includes improvements associated with the development of "shovel-ready" sites for future hangar development. Included in the project are modifications to taxiway lights impacted by the construction, pavement markings, stormwater infrastructure improvements, and stormwater permitting where required.

Staff recommends utilizing the existing continuing services agreement with AVCON. (RFQ 13-24-AIR) In the amount of ($99,980.00).

Findings:

Staff recommends approval of AVCON's proposal for design and bidding for the hangar infrastructure.

Fiscal Analysis:

This item is not part of our current Capital Improvement Plan. The funds will be part of the Community Redevelopment source as part of the Economic Development budget.

Exp Acct: 12555203.563203
$99,980.00

Strategic Plan Item:

No

Staff Report Created By: Jacob Cosat

Attachments:

1 CRA April 22 SOA and Staff Report.pdf
East Hangars Exhibit.pdf
Umatilla Airport Examples.pdf
AVCON Proposal.pdf
Agreement Between Avcon & CNSB.pdf
Avcon COI 2024-2025.pdf

Community Redevelopment Agency
Tuesday, April 22, 2025, at 6:10 PM

SUMMARY OF ACTION

1. CALL TO ORDER

Chair Fred E. Cleveland opened the meeting at 6:10 PM.

Present: Chair Fred E. Cleveland, Vice Chair Lisa Martin, Member Valli Perrine, and Member Jason McGuirk

Excused Absence: Member Brian Ashley

2. PUBLIC PARTICIPATION

No action.

3. CONSENT AGENDA

No action.

4. OLD BUSINESS

No action.

5. NEW BUSINESS

5.A Consider the adoption of Resolution No. CRA 01-25: Adopting a Revised Budget and Re-Appropriating the CRA Fund Balance to Specific and Amended CRA Capital Projects for Fiscal Year 2024 - 2025.
Unanimously adopted.

5.B Consider the approval of a CRA Adaptive Reuse Opportunity Grant to Looking Good Properties LLC at 312 Mary Avenue.
Unanimously approved.

6. REPORTS AND COMMUNICATIONS

6.A Annual Report FY 2023 - 2024

No action.

7. ADJOURNMENT

6:20 pm

THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

CONSIDER THE ADOPTION OF RESOLUTION NO. CRA 01-25: ADOPTING A REVISED BUDGET AND RE-APPROPRIATING THE CRA FUND BALANCE TO SPECIFIC AND AMENDED CRA CAPITAL PROJECTS FOR FISCAL YEAR 2024 - 2025.

April 22, 2025

Background:

Per Florida Statues 163 requirement to adopt the CRA Budget by Resolution and to reappropriate remaining funds to specific and amended CRA Capital Projects, the revised FY 24 - 25 Budget is provided in the attached documents.

Findings:

The revised revenues from the County and City TIF reflect the actuals that were received in January 2025. Further changes include the Appropriated Fund Equity or Balance Forward and interest earnings.

Therefore, the balance forward has also been re-appropriated to capital projects within the CRA District and listed in the CRA Plan as shown in Exhibit A of the attached.

Motion to approve Resolution CRA 01-25 adopting the revised FY2024-2025 Budget.

Fiscal Analysis:

Revised FY 2024 - 2025 CRA Budget equals $8,610,395

Strategic Plan Item:

No

Staff Report Created By: Samantha Bergeron - CRA / Economic Development Director

Attachments:

CRA Performance Measures FY 24 - 25.pdf
Res CRA 01-25 FY2024-2025 Adopt Revised Budget and Re-Appropriation.pdf

RESOLUTION NO. CRA 01-25

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF NEW SMYRNA BEACH ADOPTING A REVISED BUDGET AND REAPPROPRIATING THE CRA FUND BALANCE TO SPECIFIC AND AMENDED CRA CAPITAL PROJECTS FOR FISCAL YEAR 2024-2025; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Community Redevelopment Agency of the City of New Smyrna Beach (CRA) was created pursuant to Chapter 163, Part III, Florida Statutes (the "Community Redevelopment Act") establishing the conditions and procedures for the establishment of community redevelopment areas and agencies; and

WHEREAS, the Community Redevelopment Agency of the City of New Smyrna Beach is a dependent special district under Chapter 189, Florida Statues (2006), known as the Uniform Special District Accountability Act (the "Special District Act"); and

WHEREAS, the Special District Act requires all special districts, including dependent special districts, such as the Community Redevelopment Agency of the City of New Smyrna Beach, to adopt a budget for each fiscal year by resolution and any amendments or revisions; and

WHEREAS, Florida Statute 163.387 (7) (d) requires any money remaining in the Community Redevelopment Agency (CRA) trust fund at the end of each fiscal year to be re-appropriated pursuant to the next annual budget adopted by the Community Redevelopment Agency; and

WHEREAS, the Community Redevelopment Agency of the City of New Smyrna Beach has proposed the re-appropriation of the remaining funds in the fiscal year 2023 – 2024 CRA Fund Balance to specific and amended CRA Capital Projects for the fiscal year 2024 – 2025 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF NEW SMYRNA BEACH, FLORIDA AS FOLLOWS:

SECTION 1. ***Authority.*** The Community Redevelopment Agency of the City of New Smyrna Beach has the authority to adopt this Resolution pursuant to the Special District Act.

SECTION 2. ***Adoption of Budget***. The governing body of the Community Redevelopment Agency of the City of New Smyrna Beach does hereby approve and adopt a revised Budget for the Community Redevelopment Agency of the City of New Smyrna Beach for Fiscal Year 2024–

2025 and the re-appropriation of the remaining funds to specific and amended CRA Capital Projects for Fiscal Year 2024-2025. A copy of the budget is attached hereto and incorporated herein as **Exhibit "A"**.

SECTION 3. ***Severability.*** If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining potion hereto.

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

SECTION 5. ***Effective Date.*** This resolution shall take effect immediatley upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 4/16/2025

EXHIBIT "A"

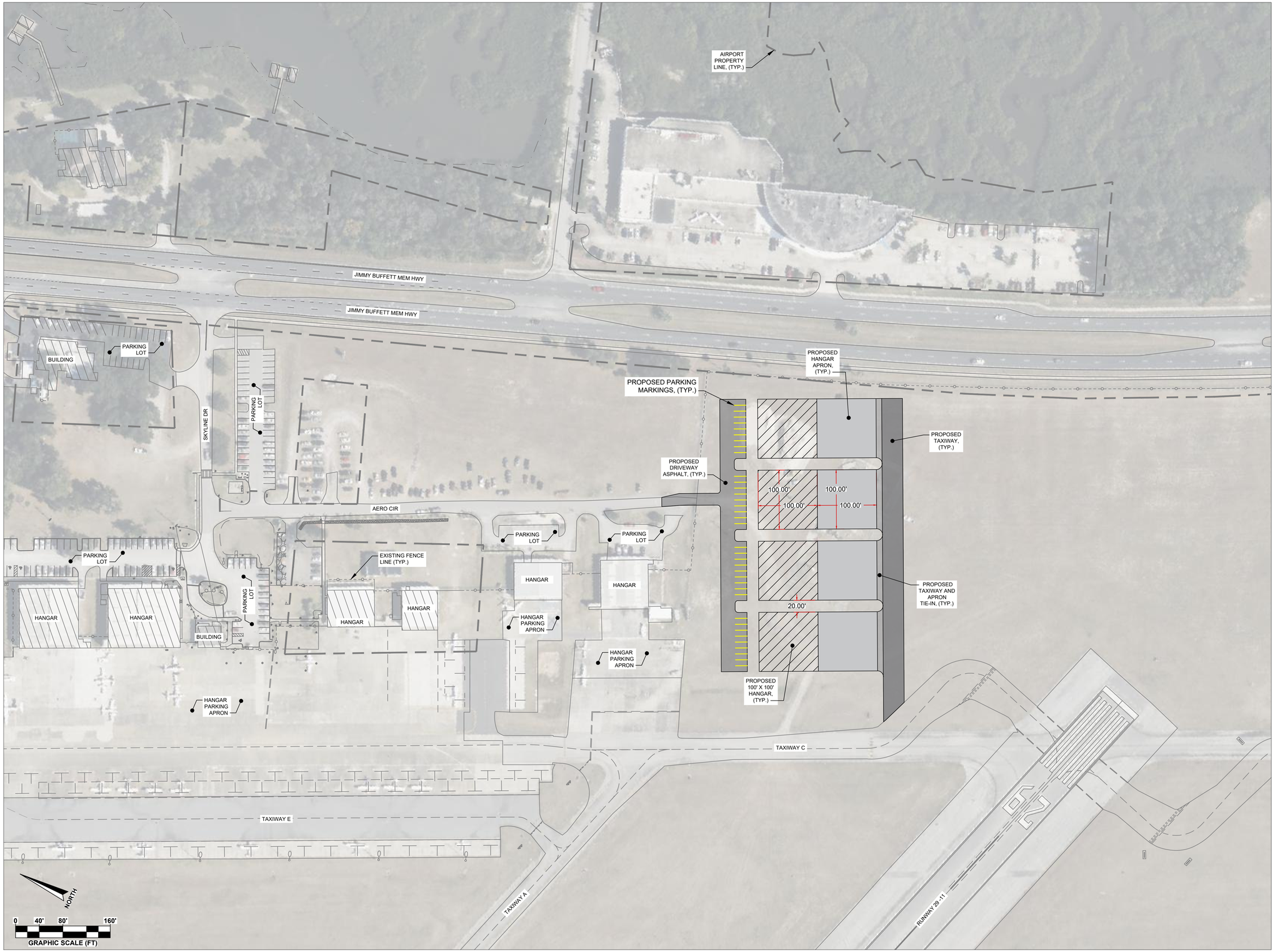
NEW SMYRNA BEACH
COMMUNITY REDEVELOPMENT AGENCY

Revised Budget Fiscal Year October 1, 2024 - September 30, 2025
Time: 2015 -2035 Board: City Commission
2002 Acres Registered Agent: Samantha Bergeron, CRA / Economic Development Director
URL: https://www.cityofnsb.com/1286/Community-Redevelopment

Current Year Taxable Value $ 535,253,8583
Less Base Year Tax Value $ 190,264,372
Equals Increment Value $ 344,989,486

GL Line Code	Revenues:		
	Description	**Amount**	**Notes:**
12530000.319101	County TIF (Millage 3.2007) 95% of 95%	$991,467	including adjustment of $847.44 overpayment for 2023)
12530000.319102	City TIF (Millage 4.637) X 95%	$1,511,982	
12530000.361101	Interest Earnings	$100,000	
12530000.361103	Interest on Investments	$11,000	
12530000.389101	Appropriated Fund Equity	$5,998,125	(aka Balance Forward)
	Total Revenues	**$8,612,574**	
	Expenses:		
	Re-Development Assistance & Incentives		
NOTES	**Description**	**Amount**	**Comprehensive Plan Goals, Objectives and Policies**
12555201.583006.XXXX	Large -Scale Commercial Façade / Property Improvement Grant Program	$600,000	Program will assist eligible businesses / commercial property owners located within the CRA District with exterior commercial facade improvements (up to $100,000 per applicant). (Approximately 10 Projects) (CRA Plan pages 20, 21 & 77 Goal 4 Commercial / Industrial Development)
12555201.583006.XXXX	Small Scale Commercial Façade / Property Improvement Grant Program	$200,000	Program will assist eligible businesses / commercial property owners located in the CRA District with exterior commercial facade improvements (up to $20,000 per applicant). (Approximately 10 projects) (CRA Plan pages 20, 21 & 77 Goal 4 Commercial / Industrial Development)
12555201.583006.XXXX	Adaptive Reuse Opportunity Grant Program	$1,000,000	Program will assist business / commercial property owners located CRA District with Adaptive Reuse Based Commercial Façade / Property Improvements. Awards up to $250,000 per eligible applicant. (Approximately 4 projects) (CRA Plan page 20)
12555201.583006.XXXX	Historic Home Preservation Grant Program	$200,000	Program will assist owner-occupied homeowners with exterior improvements to their single-family historic home in the CRA's Historic Districts. Home must be included on the Historic Registry. Awards up to $50,000 per eligible applicant. (CRA Plan pages 21, 35 & 77 Goal 5 Residential and Neighborhoods & page 81 Accessibility Goal - Housing)
12555201.583006.XXXX	Historic Preservation Commercial & Not-for-Profit Grant Program	$100,000	Funds will assist non-profits within CRA District with commercial façade / property improvements. Awards up to $50,000 per eligible applicant. (Approximately 2 projects) (CRA Plan page 19)
	Subtotal Development Assistance & Incentives	$2,100,000	

	Expenses - Other Grants and Aids		
12555202.583006.XXXX	NSB Housing Grant Phase 2	$460,000	Funding will assist Housing Authority with a Florida Housing Finance Corporation 9% low income housing tax credit program application for Phase 2 of Greenlawn Manor (CRA Plan pages 20, 21 & 77 Goal 5 Residential and Neighborhoods & page 81 Accessibility Goal - Housing)
12555202.583006.XXXX	Live Oak Housing Demolition or Infrastructure Development Assistance Funding	$150,000	Funds will be used to assist with the demolition or infrastructure costs associated with redeveloping 40 units of lost public housing in the Historic Westside Neighborhood (CRA Plan pages 20, 21 & 77 Goal 5 Residential and Neighborhoods & page 81 Accessibility Goal - Housing)
	Subtotal Other Grants and Aids	$610,000	
Capital Project #	**Expenses - Capital Projects**		
12555203.563203.XXXX	NSB Airport infrastructure & Beautification Project	$1,000,000	Funds will be used for infrastructure (high speed internet to tower) (sewer line), new signage, landscaping and additional infrastructure as needed to improve public infrastructure at the Airport (CRA Plan pages 19,78,79, 81, 82)
12555203.563203.XXXX	Pettis Park Improvement Project	$100,000	Funds will be utilized for lighting improvements to Pettis Park (CRA Plan pages 20, 23, 35 and 82 Recreation and Open Space)
12555203.563203.XXXX	Public Infrastructure Improvement Project	$800,000	Funds will be utilized to assist with external government grants to improve public infrastructure within the CRA District and Airport (CRA Plan page 19 and 82 Sanitary Sewer, Potable Water, Solid Waste, Drainage, and Natural Groundwater Aquifer Recharge Element)
12555203.563203.XXXX	LED Light Conversion Sports Complex	$2,300,000	Funding will provide for a conversion to LED lights for the existing halogen light fixtures, creating safer, and more cost efficient sports fields. (Goal 1 Construct / Improve Public facilities and infrastructure; goal 4 Provide and improve recreation facilities) (Page 19, 20)
12555203.563203.XXXX	Community Development Block Grant	$50,000	Funding will assist in the completion of eligible and approved CDBG projects that have an average allocation from HUD (Through Volusia County) of $100,000. If a CDBG project exceeds the County's allocation, CRA funding would assist with covering the additional cost. (CRA Plan pages 20, 21 & 77 Goal 5 Residential and Neighborhoods)
12555203.531099.XXXX	Environmental Remediation of 1292 Turnbull Bay Road	$139,000	Funding will assist in the completion of Brownfield remediation and clean up of this site. (Page 37and 46 environmental quality, community services and facilities, Meets qualifying conditions of government owned properties with adverse environmental conditions)
12555203.549099.XXXX	Stormwater Management - Dredge Stormwater System between Tenth Street and US1 behind McDonald's	$25,000	Funding will enhance the stormwater management of the area and remove sediment thus allowing for better stormwater drainage (Page 19, 25 - 26)
12555203.549099.XXXX	Stormwater Management - Dredge Between Turnbull Bay Bridge and Railroad trussell	$168,252	Funding will enhance the stormwater management of the area and remove sediment thus allowing for better stormwater drainage (Page 19, 25 - 26)
12555203.563203.XXXX	Rocco Park LED Retrofit	$80,000	Funding will provide for a conversion to LED lights for the existing halogen light fixtures, creating safer, and more cost efficient parking lot. (Goal 1 Construct / Improve Public facilities and infrastructure; goal 4 Provide and improve recreation facilities) (Page 19, 20)
12555203.563203.XXXX	Skate Park Lighting	$240,322	(Goal 1 Construct / Improve Public facilities and infrastructure; goal 4 Provide and improve recreation facilities) (Page 19, 20)
12555203.563203.XXXX	New Playground @ Sports Complex	$500,000	(Goal 1 Construct / Improve Public facilities and infrastructure; goal 4 Provide and improve recreation facilities) (Page 19, 20)
12555203.531099.XXXX	Smith Street Remediation and Redevelopment for a Parking Lot	$500,000	Funding will assist in the completion of Brownfield remediation and clean up of this site formerly owned and operation by the Utilities Commission. Redevelop this site for a parking lot(Page 37and 46 environmental quality, community services and facilities, Meets qualifying conditions of government owned properties with adverse environmental conditions. page 19, 24)
	Subtotal Capital Projects	$5,902,574	
	Total Expenses	**$8,612,574**	



XREFS: x24287O2_ExBasemap_Updated Contour_Elevation_Lines xYYCCnnC2341b
V:\2020\2020.287.00 - EVB MISC\Hangar Site Exhibit 2024\East Hangars Exhibit.dwg 4/30/2025 4:52 PM

EXHIBIT

NEW SMYRNA BEACH

AVCON

AVCON, INC.
ENGINEERS & PLANNERS
5555 E. MICHIGAN ST., SUITE 200 - ORLANDO, FL 32822-2779
OFFICE: (407) 599-1122 - FAX: (407) 599-1133
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 5057
www.avconinc.com

This item has been electronically signed and sealed by

using an SHA-1 authentication code. Printed copies of this document are not considered signed and sealed and the SHA-1 authentication code must be verified on any electronic copies.

PROFESSIONAL SEAL

EAST HANGAR DEVELOPMENT AREA

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

EAST HANGAR INFRASTRUCTURE EXHIBIT

ATTENTION:

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

SCALE (FT): GRAPHIC

REVISIONS:

NO.	DATE	BY	DESCRIPTION

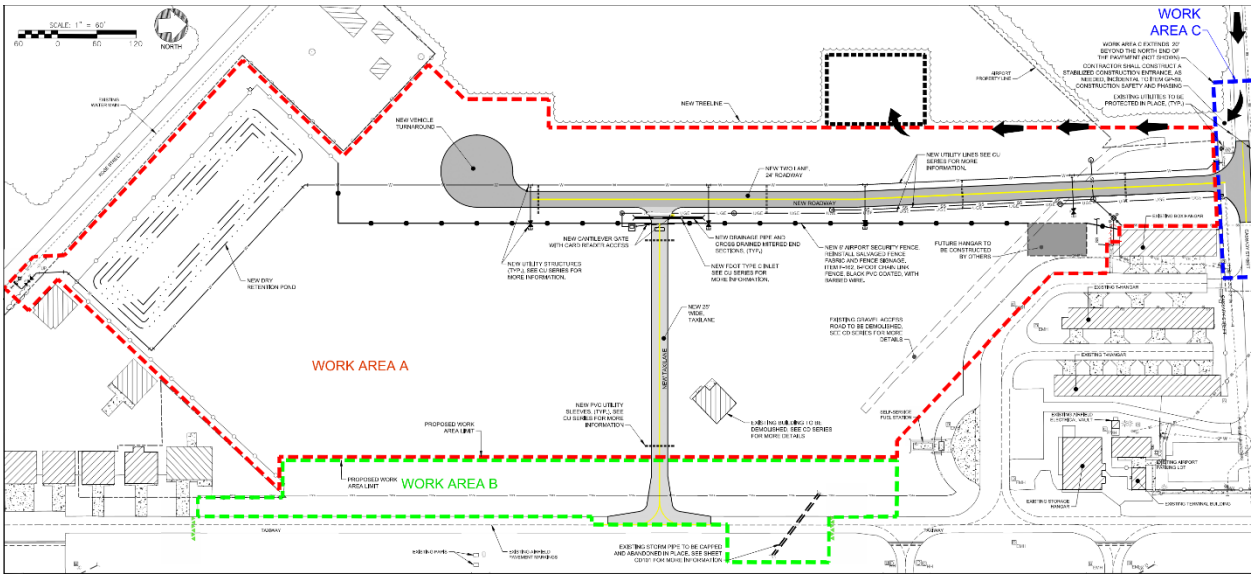
DESIGNED BY: JEG
DRAWN BY: JEG
CHECKED BY: DJN
APPROVED BY:
DATE: APRIL, 2025

FDOT FM NO.
FAA AIP NO.
AVCON PROJECT NO.
CADD: EAST HANGARS EXHIBIT

In 2018 the Umatilla Municipal Airport was able to acquire a large parcel of property in their proposed central terminal area. The parcel acquisition allowed the construction of a full parallel taxiway for aircraft operation safety and provided a blank canvas for future airfield development. To jumpstart the development, the Airport secured funding to construct airfield infrastructure to support future hangar development. Development included an entrance road, taxilane, utility extensions, and stormwater facilities.

Once the infrastructure project was complete, the available parcels were quickly leased to individuals for hangar construction. The first of seven hangar sites was completed in 2021, and the final site is under construction now and will be completed this year.

In addition to the privately constructed hangars, the Airport's new FBO building and parking lot were constructed on the center of the development. The Airport is currently constructing a 13-unit t-hangar building in response to the demand for hangars. Additional t-hangars and privately owned hangars will be built after the second phase of hangar infrastructure is constructed, adding more taxilanes and utility extensions.



Design Plan



2019



2021



2025

EXHIBIT A

SCOPE OF SERVICES

New Smyrna Beach Municipal Airport

Hangar Infrastructure Development

Design and Bidding Phase Services

PROJECT DESCRIPTION:

The CONSULTANT shall provide design and bidding phase services for the Hangar Infrastructure Development project at New Smyrna Beach Municipal Airport. Generally, the project includes airside and landside paving, grading and utility improvements associated with the development of shovel ready sites for future hangar development. Also included in the project are modifications to the medium intensity taxiway lights (MITL) impacted by the construction, pavement markings, stormwater infrastructure improvements, and stormwater permitting required by St. John's River Water Management District (SJRWMD).

DESIGN PHASE SERVICES:

Administration Phase

The CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator 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, and an Estimate of Construction Cost. The Design scope of services will include:

- Preliminary Design.
    - Acquire topographic survey.
    - Acquire geotechnical information.
    - Develop pavement design.
    - Field verify survey.
    - Develop preliminary paving, grading, drainage, airfield lighting and marking design plans.
    - Develop Draft Construction Safety and Phasing Plans and Document (CSPP).

- Prepare construction cost estimate.
- Submit Categorical Exclusion (CatEx).

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

Bidding Phase

The bidding services consist of preparing the bid documents and assisting the SPONSOR with public advertisement. In addition, The CONSULTANT will aid the SPONSOR by acting as its liaison with the FAA and FDOT during the bidding process.

Bidding

Bidding includes:

- Prepare bid documents for distribution.
- Assist with development of the advertisement and front-end documentation.
- Prepare the pre-bid conference agenda, conduct the pre-bid conference, and prepare meeting minutes.
- Respond to bidder questions, issue addenda.
- Attend bid opening.
- Prepare bid tabulation and recommendation of award.

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 EXHIBIT A

EXHIBIT B - HOUR AND FEE PROPOSAL
DESIGN AND BIDDING SERVICES FOR HANGAR INFRASTRUCTURE DEVELOPMENT
NEW SMYRNA BEACH MUNICIPAL AIRPORT

05/27/2025

TASK	DESCRIPTION	Principal		Sr. Project Manager		Senior Engineer		Project Engineer		Engineer		Admin		Labor		Subconsultant Cost
		Rate/Hour:	$ 310	Rate/Hour:	$ 240	Rate/Hour:	$ 220	Rate/Hour:	$ 150	Rate/Hour:	$ 125	Rate/Hour:	$ 80			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
1	**PRELIMINARY DESIGN**															
1.1	Grant Administration and Project Coordination	2	$ 620	4	$ 960		$ -		$ -		$ -		$ -	6	$ 1,580	$ -
1.2	Acquire topographic survey		$ -		$ -	2	$ 440	4	$ 600		$ -		$ -	6	$ 1,040	$ 14,800
1.3	Acquire geotechnical information		$ -		$ -	2	$ 440	4	$ 600		$ -		$ -	6	$ 1,040	$ 8,460
1.4	Develop pavement design		$ -		$ -	2	$ 440	8	$ 1,200		$ -		$ -	10	$ 1,640	$ -
1.5	Field verify survey		$ -		$ -		$ -	8	$ 1,200	8	$ 1,000		$ -	16	$ 2,200	$ -
1.6	Develop schematic paving, grading, lighting, drainage and marking plans		$ -	4	$ 960	16	$ 3,520	16	$ 2,400	24	$ 3,000		$ -	60	$ 9,880	$ -
1.7	Develop Draft CSPP		$ -	2	$ 480	4	$ 880	16	$ 2,400		$ -		$ -	22	$ 3,760	$ -
1.8	Prepare Construction Cost Estimate		$ -	2	$ 480	4	$ 880	4	$ 600		$ -	4	$ 320	14	$ 2,280	$ -
1.9	Submit Categorical Exclusion (CatEX)		$ -	2	$ 480		$ -		$ -	8	$ 1,000	4	$ 320	14	$ 1,800	$ -
1.10	QA/QC	4	$ 1,240	2	$ 480	4	$ 880	4	$ 600		$ -		$ -	14	$ 3,200	$ -
	Subtotal	**6**	**$ 1,860**	**16**	**$ 3,840**	**34**	**$ 7,480**	**64**	**$ 9,600**	**40**	**$ 5,000**	**8**	**$ 640**	**168**	**$ 28,420**	**$ 23,260**
2	**FINAL DESIGN**															
2.1	Grant Administration and Project Coordination	2	$ 620	4	$ 960		$ -		$ -		$ -		$ -	6	$ 1,580	$ -
2.2	Finalize design plans		$ -	4	$ 960	8	$ 1,760	40	$ 6,000	40	$ 5,000		$ -	92	$ 13,720	$ -
2.3	Submit stormwater permit application		$ -	4	$ 960	24	$ 5,280	16	$ 2,400		$ -		$ -	44	$ 8,640	$ -
2.4	Finalize CSPP		$ -	2	$ 480	4	$ 880		$ -	8	$ 1,000		$ -	14	$ 2,360	$ -
2.5	Submit FAA OE/AAA (Airspace Review)		$ -	2	$ 480		$ -		$ -	4	$ 500		$ -	6	$ 980	$ -
2.6	Finalize general and technical specifications		$ -	2	$ 480	4	$ 880	8	$ 1,200		$ -	8	$ 640	22	$ 3,200	$ -
2.7	Prepare Final Construction Cost Estimate		$ -	2	$ 480	4	$ 880	4	$ 600		$ -	4	$ 320	14	$ 2,280	$ -
2.8	QA/QC	4	$ 1,240	2	$ 480	4	$ 880	4	$ 600		$ -		$ -	14	$ 3,200	$ -
	Subtotal	**6**	**$ 1,860**	**22**	**$ 5,280**	**48**	**$ 10,560**	**72**	**$ 10,800**	**52**	**$ 6,500**	**12**	**$ 960**	**212**	**$ 35,960**	**$ -**
3	**BIDDING**															
3.1	Grant Administration and Project Coordination	2	$ 620	4	$ 960		$ -		$ -		$ -		$ -	6	$ 1,580	$ -
3.2	Prepare bid documents for distribution		$ -	4	$ 960		$ -	16	$ 2,400		$ -	4	$ 320	24	$ 3,680	$ -
3.3	Assist with advertisement		$ -	4	$ 960		$ -		$ -		$ -	4	$ 320	8	$ 1,280	$ -
3.4	Attend and prepare meeting minutes for pre-bid conference		$ -	4	$ 960		$ -	4	$ 600		$ -	2	$ 160	10	$ 1,720	$ -
3.5	Respond to bidder questions, issue addenda		$ -	4	$ 960		$ -	8	$ 1,200		$ -		$ -	12	$ 2,160	$ -
3.6	Attend bid opening		$ -	4	$ 960		$ -		$ -		$ -		$ -	4	$ 960	$ -
3.7	Prepare bid tabulation and recommendation of award		$ -	4	$ 960		$ -		$ -		$ -		$ -	4	$ 960	$ -
	Subtotal	**2**	**$ 620**	**28**	**$ 6,720**	**0**	**$ -**	**28**	**$ 4,200**	**0**	**$ -**	**10**	**$ 800**	**68**	**$ 12,340**	**$ -**
	Total	**14**	**$ 4,340**	**66**	**$ 15,840**	**82**	**$ 18,040**	**164**	**$ 24,600**	**92**	**$ 11,500**	**30**	**$ 2,400**	**448**	**$ 76,720**	**$ 23,260**

Total Project Fee	**$ 99,980**

Avcon, Inc.

RFQ 13-24-AIR, Professional Engineering and Planning Consulting Services

THIS AGREEMENT is made and entered into this 24th day of May, 2024, by and between **Avcon, Inc.,** duly authorized to conduct business in the State of Florida and whose address is 5555 E. Michigan Street, Suite 200, Orlando, Florida, 32822, hereinafter, called "CONSULTANT," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the **RFQ 13-24-AIR, Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between the City and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The initial term of this Agreement shall be for three (3) years from the date of the award. After the initial term, this Agreement may be automatically renewed, under the same terms and conditions, for one (1) optional two (2) year period. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled **RFQ 13-24-AIR, Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport**, and in the Consultant's submitted Proposal.

The Consultant shall diligently and in a professional and timely manner perform and provide these services. Unless modified in writing by the parties hereto, the duties of the Consultant shall not be construed to exceed the provision of the services pertaining to this Agreement.

The City and Consultant agree that there may be certain additional services required to be performed by the Consultant during the performance of the contract that cannot be defined sufficiently at the time of execution of this Agreement. These services shall be authorized in writing as an amendment to the contract and may contain additional instructions or provide specifications upon certain aspects of this Agreement pertaining to the work to be undertaken.

SECTION 4. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT based on their fee schedule provided. Unless otherwise agreed in a Scope of Services, the CONSULTANT shall invoice the City monthly based upon the CONSULTANT's fees for services completed during the billing period.

SECTION 5. COMPONENT PARTS OF THE CONTRACT. This Contract consists of the following contract documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

A. City Advertised Bid
B. Addendums
C. Award Bid Proposal
D. Fee Proposal

The Consultant must provide the Certificate of Insurance within fourteen (14) days upon acceptance of the bid by City Commission.

SECTION 6. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. RIGHTS AT LAW RETAINED. The rights and remedies of the City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 8. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Kelly McQuillen, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

Sandeep Singh, PE., President
Avcon, Inc.
5555 E Michigan, Street
Suite 200
Orlando, Florida, 32822
(407) 599-1122

SECTION 9. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by both parties hereto of equal dignity herewith.

SECTION 10. SEVERABILITY. If during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 11. WAIVER OF JURY TRIAL. The City and Consultant have specifically waived the right to a jury trial concerning any disputes which may arise concerning this agreement.

SECTION 12. EFFECT OF FAILURE TO INSIST ON STRICT COMPLIANCE WITH CONDITIONS. The failure of either party to insist on strict performance of any covenant or condition of this contract, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This contract cannot be changed or terminated orally.

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

ATTEST

Authorized Signature

James H. Kriss, Corporate Secretary

AVCON, INC. CORPORATE SEAL 1988 FLORIDA

Avcon, Inc.

Authorized Signature

Sandeep Singh, PE., President

Date: 5/08/2024

ATTEST

Kelly McQuillen, City Clerk

CITY OF NEW SMYRNA BEACH

Fred E. Cleveland, Mayor

Date: May 14, 2024

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

Carrie Avallone City Attorney

Dated: 5/24/2024

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER Hylant - Orlando 1025 Greenwood Boulevard Suite 285 Lake Mary FL 32746 License#: 23894	CONTACT NAME: Catherine Goff PHONE (A/C, No, Ext): 407-740-5550 FAX (A/C, No): 407-740-5522 E-MAIL ADDRESS: orlandocommercial@hylant.com
INSURED AVCON, INC. 5555 East Michigan Street Suite 200 Orlando FL 32822 AVCOINC-01	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Admiral Insurance Company 24856 INSURER B : Travelers Indemnity Co of Amer 25666 INSURER C : The Travelers Indemnity Company 25658 INSURER D : Travelers Casualty Ins Co Amer 19046 INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			680007S607425	10/6/2023	10/6/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS 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 Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/4/2024

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

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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):** 4078783246
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 :	
INSURER D :	
INSURER E :	
INSURER F :	

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

AVCOINC-01

COVERAGES **CERTIFICATE NUMBER:** 1247212946 **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:	Y		6807S607425	10/6/2024	10/6/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 50,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BA7S607609	10/6/2024	10/6/2025	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 $ 0			CUP007S607855	10/6/2024	10/6/2025	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB7S607763	10/6/2024	10/6/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			EO000047468-07	10/6/2024	10/6/2025	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

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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 - POLICE DEPARTMENT

CONSIDER THE APPROVAL OF SUBMISSION OF AN APPLICATION FOR THE FEDERAL FY 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, JAG-DIRECT (JAGD) SOLICITATION FOR THE PROCUREMENT OF BALLISTIC VESTS. ALSO, CONSIDER THE APPROVAL OF SUBSEQUENTLY UTILIZING THE GRANT FUNDS IF AWARDED.

July 8, 2025

Background:

Apprehending a subject while minimizing the risk to a Police Officer is an overarching goal of the New Smyrna Beach Police Department (NSBPD), accordingly our officers are equipped with fitted bullet resistant ballistic vests that protect the Officer's vital organs and mitigate the risk of significant injury or loss of life. Eight (8) of our vests will expire in FY26, and we anticipate the need to procure at least three to six (3-6) additional vests for new hires, duty damage, or size changes. Law enforcement standards prohibit the use of expired and ill-fitting vests. NSBPD does not have sufficient funds budgeted to cover all the vests that we will need to procure in FY26, thus the requested approval to submit for JAGD grant funds.

Findings:

If the grant is awarded, NSBPD will use the JAGD funds to purchase three (3) ballistic vests. Ballistic vests worn by officers have been proven to save lives and are a mandated article of personal protective equipment of their uniform. The body armor in the selected ballistic vests exceed threat level IIIA as classified by the National Institute of Justice, to protect officers subjected to occupational hazards that include high velocity handgun rounds.

Fiscal Analysis:

The JAGD grant is a cost reimbursement agreement covering 100% of the cost. This grant submission will seek the full amount allocated to New Smyrna Beach $4,739. A quote for three (3) vests has been received from GT Distributors (our current vest vendor) in the amount of $4,951.98 which will be utilized for this grant submission. Expenses for ballistic vests not covered by grant funds will be from NSBPD FY26 expense account 00152101.552212.

Strategic Plan Item:

No

Staff Report Created By: Julia Halloran - Administrative Services Manager

Attachments:

SBA Vest Pricing.pdf
FY2024-JAGD-Subgrant-Solicitation.pdf

Quote	QTE0210226
Date	5/29/2025
Page:	1

GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Bill To:

New Smyrna Beach Police Dept (FL)
Attn: Accounts Payable
210 Sams Avenue
New Smyrna Beach FL 32168

Ship To:

New Smyrna Beach Police Dept (FL)
246 Industrial Park Ave.
Attn: Quartermaster
New Smyrna Beach FL 32168

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
SBA VEST PRICING	009969	BC	FACTORY DIRECT	NET 15	0/0/0000	3,068,625

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
3	SBA-1365076-M*	SX HP Level IIIA Male Panel Set NIJ Model #BA-3A00S-SXHP The vest fitting is included in the cost.	EA	$1,155.00	$3,465.00
3	SBA-1364298*	NEW EXT TMW Carrier, Side Opening, Traditio Navy carrier. Oval badge shape.	EA	$334.68	$1,004.04
3	SBA-M2*	Safariland M2 Concealable Carrier Black carrier	EA	$120.93	$362.79
3	SBA-STP-5X8*	Safariland 2.0 Soft Trauma Plate, 5x8	EA	$31.75	$95.25
3	SBA-1223589-PL*	Saf ID Patch Large POLICE 8.5" x 3" POLICE in white on navy patch All SBA pricing is based off of FL state contract #46151500-NASPO-21-ACS	EA	$8.30	$24.90

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Your salesperson is Jocelyn Fultz. Thank You.

Subtotal	$4,951.98
Misc	$0.00
Tax	$0.00
Freight	$0.00
Total	$4,951.98

Florida Department of Law Enforcement
Office of Criminal Justice Grants
Post Office Box 1489 Tallahassee, Florida 32302-1489 (850) 617-1250 criminaljustice@fdle.state.fl.us

Federal Fiscal Year 2024
Edward Byrne Memorial Justice Assistance Grant (JAG) Program
JAG-Direct (JAGD) Solicitation

SUBMISSION DEADLINE: 11:59 PM EST on Thursday, July 31, 2025

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) is seeking applications for the state's Edward Byrne Memorial Justice Assistance Grant Direct (JAGD) Program. This program focuses on helping state and local agencies improve the criminal justice system.

Eligibility

Eligible applicants are limited to units of local government. A unit of local government is defined as a city, county, town, township, borough, parish, village, or other general-purpose political subdivision of the state, including Native American Tribes who perform law enforcement functions as determined by the Secretary of the Interior.

The allocations for Florida's FY 2024 JAGD program can be found in Appendix C.

Contact Information

The Office of Criminal Justice Grants (OCJG) main line is (850) 617-1250. For questions regarding this solicitation, ask to speak with the grant manager for your jurisdiction. For technical assistance with the AmpliFund system or for issues creating and submitting an application in AmpliFund, visit the AmpliFund Support Site or submit your question directly to AmpliFund Customer Success by emailing support@AmpliFund.zendesk.com.

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Program Description

The Florida Department of Law Enforcement (FDLE) received an award from the United States Department of Justice (USDOJ) for the Edward Byrne Memorial Justice Assistance Grant (JAG). FDLE will distribute $609,140 in JAG-Direct (JAGD) local share funds in accordance with the JAGD distribution provisions of Chapter 11D-9, Florida Administrative Code. This Notice of Funding Opportunity seeks subrecipient applications for activities as they relate to criminal justice.

Please note this program solicitation contains information provided by the USDOJ regarding specific areas of national focus and the priorities to help maximize the effectiveness of Byrne/JAG funding. Applicants are strongly encouraged to consider these federal priorities when developing their applications.

Length of Award and Distribution of Funds

JAG-Direct awards will be approved for a six (6) to eighteen (18) month project period between October 1, 2024 and September 30, 2026.

Grant funds are distributed on a cost reimbursement basis, with the ability to advance, for satisfactory performance of eligible activities. Payment requests can be submitted on a monthly or quarterly basis and should include total expenditures for the reporting period. Reimbursements will be processed in conjunction with the receipt and review of programmatic performance reports to determine successful completion of minimum performance deliverables as specified in the agreement.

Program Strategy and Purposes

JAG funds may be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice in any one or more of the following purpose areas:

1. Law enforcement programs;
2. Prosecution and court programs;
3. Prevention and education programs;
4. Corrections and community corrections programs;
5. Drug treatment and enforcement programs;
6. Planning, evaluation, and technology improvement programs;
7. Crime victim and witness programs (other than compensation); and
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to: mental health courts; drug courts; veteran courts; and extreme risk protection order programs.

Additionally, JAG funds awarded under this solicitation may be used for purposes identified in BJA's allowable programs reference guide.

Federal Priority Areas for Funding

BJA issues funding priorities in conjunction with JAG program guidance to ensure recipients and subrecipients are aware of areas of national focus and priority, and maximize the effective use of JAG funds. As a result, Florida passes-through these priority areas to subgrantees in the JAG-Direct solicitation. The federal JAG funding priorities for FY24 awards and subawards are as follows:

Prevention and Prosecution of Hate Crimes
Hate crimes (sometimes called bias-motivated crimes) are criminal offenses motivated by some form of bias toward victims based on their perceived or actual race, color, ethnicity, religion, national origin, sexual

orientation, gender, gender identity, or disability. Hate crimes have a devastating effect beyond the harm inflicted on any one victim. They reverberate through families, communities, and the entire nation as others fear that they too may be threatened, attacked, or forced from their homes because of what they look like, who they are, where they worship, who they love, or whether they have a disability. As with most other crimes, hate crimes in the United States are primarily investigated under state law and prosecuted by local, state, and tribal authorities. However, reluctance from victims and witnesses to contact law enforcement about hate crime incidents may arise from perceptions of bias, distrust of law enforcement or the criminal justice system, or barriers such as language and concerns about immigration status. Hate crimes are chronically underreported to and under-identified by law enforcement. Tools such as the U.S. Bureau of Justice Statistics' National Crime Victimization Survey (NCVS) and the Federal Bureau of Investigation's (FBI's) Uniform Crime Reporting (UCR) program and Crime Data Explorer (CDE) shed some light on trends among those hate crimes reported to law enforcement or through NCVS. Although hate crimes are often underreported, in recent years, there have been alarming spikes in hate crimes and threats of violence across the country, often fueled by online hate forums. In 2022, the most recently published data, hate crimes were at their highest recorded levels as reported to the FBI UCR program. In addition to those incidents reported through the UCR program, in 2023, jurisdictions from across the country reported increases in threats and attacks motivated by antisemitism or Islamophobia, target certain educational institutions such as Historically Black Colleges and Universities, or target individuals on the basis of their gender identity or sexual orientation.

During a November 2023 United Against Hate Virtual Forum, Attorney General Merrick Garland addressed the recent spike in hate crimes and reemphasized, "Combating hate-fueled violence remains central to the Justice Department's mission." A critical part of that mission is equipping state, local, and tribal justice agencies with the tools and resources to address hate crimes. Research from the National Institute of Justice (NIJ) indicates that despite the known underreporting of hate crimes, many state and local law enforcement agencies do not have adequate tools to identify, investigate, and respond to hate crimes, and only 23 percent of law enforcement agencies that responded to the survey reported any hate crime investigations in 2018.

BJA encourages JAG recipients to utilize funding to promote change and accountability by supporting state, local, and tribal efforts to prevent hate crimes, build trust with communities to encourage reporting of hate-related criminal offenses and incidents, and promote efforts to fully investigate and prosecute hate crimes when they do occur. This includes ensuring those agencies that have not yet transitioned to the National Incident Based Reporting System (NIBRS) do so expeditiously to ensure that national hate crime statistics are as accurate as possible. More information on BJA's portfolio addressing hate crimes, including the Emmett Till Cold Case Investigations and Matthew Shepard and James Byrd, Jr. Hate Crimes Programs, can be found at: Hate Crime | Bureau of Justice Assistance.

Election Security

In 2021, the Department launched a law enforcement task force to address the rise in threats against election workers, administrators, officials, and others associated with the electoral process. For more information regarding the Department's efforts to combat threats against election workers, read the Deputy Attorney General's memo. The task force, announced by Attorney General Merrick B. Garland and launched by Deputy Attorney General Lisa O. Monaco in June 2021, has led the Department's efforts to address threats of violence against election workers and to ensure that all election workers—whether elected, appointed, or volunteer—are able to do their jobs free from threats and intimidation. The task force engages with election-related stakeholders and state and local law enforcement to assess allegations and reports of threats against election workers, and it has investigated and prosecuted these matters where appropriate in partnership with FBI Field Offices and U.S. Attorneys' Offices throughout the country.

On January 9, 2024, the Department provided updated information pertaining to its efforts to "ensure that all qualified voters have the opportunity to cast their ballots and have their votes counted free of discrimination, intimidation, or criminal activity in the election process, and to ensure that our elections are secure and free from foreign malign influence and interference."

The broad criminal justice purposes supported by the JAG Program permit JAG funds to be used to deter, detect, and protect against threats of violence against election workers, administrators, officials, and others associated with the electoral process. BJA encourages state and local JAG applicants to utilize JAG funding to prevent and respond to violent threats of this kind.

Enhancing Justice System Reform Strategies

The justice system serves an important role in protecting communities and seeking justice for victims. For the justice system to serve that role effectively, it must be fair, open, and equitable; utilize evidence-based approaches; and promote restorative practices and rehabilitation. For far too long, however, the justice system has not lived up to its promise. Racial disparities and other inequities, as well as overly harsh sentences, have driven up incarceration rates, which can create mistrust in the justice system and divert resources away from other urgent community needs. To build strong, safe, and healthy communities, it is critical to address the underlying, entrenched issues of inequity and disparity in the criminal justice system so that all persons receive equal treatment under the law. Jurisdictions should carefully review the ways in which the structures and incentives within their own systems are driving correctional populations and racial disparities and realign operations and target resources toward community solutions.

On May 25, 2023, the Department released a series of 10 new reports and guidance documents as part of its ongoing efforts to implement Executive Order 14074 on Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety. The announcement included commitments to update guidance prohibiting racial profiling by federal law enforcement agencies; develop methods to promote accreditation standards to encourage adoption of policies in the Executive Order by state, tribal, local, and territorial (STLT) law enforcement agencies; release a report on the Department's efforts to implement the First Step Act; and issue guidance on officer wellness, investigating in-custody deaths, and responses to individuals in crisis, among others.

The Office of Justice Programs is committed to advancing bold, effective justice reform solutions that deliver safety, equity, and justice for all. Justice system reform includes, but is not limited to, a wide range of investments in community safety and justice such as accountability of law enforcement to build and enhance community trust, alternatives to incarceration, ensuring the right to continuous and effective defense counsel, community supervision reforms, supporting mental health and substance use treatment services, supporting community-driven programs and partnerships, and improving pretrial processes. Efforts to continue to address the backlog of court cases that grew dramatically during the pandemic would fall in this category. BJA also encourages state court leaders to access no-cost training and technical assistance (TTA) to support strategic planning; assessment of needs and strategies and new approaches to address rights protected under the sixth amendment to the U.S. Constitution, such as speedy trial, fair and impartial juries, the right to call and cross-examine witnesses; and the right to counsel. Visit https://www.strengthenthesixth.org/ for more information.

Finally, BJA has launched a Justice Reinvestment Initiative (JRI) website that provides detailed information, including state snapshots, on how state leaders can work with experts to conduct agency-spanning data analysis; develop and implement data-driven, tailored solutions to address complicated criminal justice challenges; and maximize resources to achieve stronger and safer communities. BJA encourages JAG recipients to utilize funding for projects that promote all aspects of justice system reform.

Violent Crime Reduction

In May 2021, the Department launched a comprehensive violent crime reduction strategy to protect American communities from violent crimes, including gun violence.

On December 11, 2023, Attorney General Merrick B. Garland announced the release of the Department's Violent Crime Reduction Roadmap, a one-stop shop of federal resources to assist local jurisdictions in developing, implementing, and evaluating strategies to prevent, intervene in, and respond to violent crime. The Roadmap helps connect jurisdictions with the information and resources they need to meet the complex and evolving challenges to help reduce violent crime.

Additionally, on April 3, 2024, Attorney General Garland delivered remarks at a convening of grantees under OJP's Community Based Violence Intervention and Prevention Initiative. He emphasized that the Department's approach to disrupting violent crime is "centered on our partnerships—both with the communities harmed by violent crime and with the law enforcement agencies that protect those communities. Our department-wide anti-violent crime strategy leverages the resources of our federal prosecutors, agents, investigators, grant programs, and criminal justice experts towards those ends. We are working closely with local and state law enforcement agencies, with officials across government, and

with the communities most affected by this violence, and with the community organizations on the front lines—all toward one goal: the goal of making our communities safer."

BJA encourages JAG grantees to invest funds to tailor programs and responses to state and local crime issues through the use of data and analytics; coordinate with United States Attorneys Project Safe Neighborhoods grantees and community violence intervention strategies in order to leverage funding for crime and violence reduction projects and coordinate their law enforcement activities with those of federal law enforcement agencies such as the FBI, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Drug Enforcement Administration, the United States Marshals Service, and the Department of Homeland Security; and form partnerships with federal, state, and local law enforcement and prosecutors to identify persons who use guns to commit a crime and who purchase or sell guns illegally. This includes ensuring that persons prohibited from purchasing firearms (see, e.g., 18 U.S.C. § 922(g)) are prevented from doing so by ensuring complete, accurate, and timely access to the FBI's National Instant Criminal Background Check System (NICS) and the timely submission of all necessary records into the FBI databases, which will help prevent illegal transfers of firearms to those who are prohibited from owning firearms under current law. BJA also encourages JAG grantees to invest in implementing programs that provide training, assistance, and resources to law enforcement agencies to mitigate the current crisis in law enforcement recruitment and retention; enhance community policing approaches; bolster the security of at-risk places of worship such as synagogues, churches, and mosques; provide security for election workers; enforce commonsense gun laws; and upgrade systems and/or purchase technology that support agency strategies to reduce violent crime and enhance their capacity to better address crime.

Additional Uses of JAG Funds
JAG funds awarded to a state under this FY 2024 solicitation may be used to:

- Support reentry projects with the goal of improving outcomes for incarcerated individuals returning to the community from prison or jail.
- Support public defense systems, including the hiring and retention of attorneys.
- Support projects related to preventing, detecting, seizing, and/or stopping the presence and use of contraband cellphones within correctional facilities. This includes the purchasing of managed access systems and other mitigation technologies (as permitted by applicable law).
- Purchase fentanyl and methamphetamine detection equipment, including handheld instruments and training for law enforcement safety, as well as opioid reversal agents.
- Purchase drug-detection canines to combat the rise of drug trafficking, including that of methamphetamines.
- Support efforts to seal and expunge criminal history information in accordance with state laws and policies.
- Support efforts to attract and retain an inclusive, diverse, expert, and accountable law enforcement workforce that reflects the community it serves.
- Support virtual reality de-escalation training.
- Purchase humane remote restraint devices that enable law enforcement to restrain an uncooperative subject without inflicting pain.
- Purchase gunfire detection technology.
- Support implementation of Rapid DNA at the booking station to include assisting with the initial costs associated with updating criminal history systems, integration with booking station systems, and purchasing new technologies associated with Rapid DNA at the booking station (Note: JAG funds may not be used for Rapid DNA testing of evidentiary material—see the *DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database* section for more information on the topic).
- Purchase an Electronic Tracing System (eTrace).
- Purchase a NIBIN Enforcement Support System (NESS).

Additionally, JAG funds awarded under this FY 2024 solicitation may be used for any purpose indicated here: Purposes for Which Funds Awarded Under the Edward Byrne Memorial Justice Assistance Grants (JAG) Program May Be Used (ojp.gov).

State-wide Funding Priorities

In order to comply with the statewide strategic planning requirements outlined in Section 502 of the Omnibus Crime Control and Safe Streets Act, FDLE conducted a survey in 2019 to gauge statewide priorities within each program area for funding.

Subrecipients are strongly encouraged to fund projects addressing at least one of the priorities outlined below. If the subrecipient wishes to fund a project that does not address one of the identified funding priorities, a written justification will need to be submitted to OCJG along with the application.

Law Enforcement
- Equipment
- Training
- Traffic Enforcement
- Community Policing & Engagement

Prevention and Education
- Anti-drug Programs
- School Violence Prevention
- Domestic Violence Prevention
- Pharmaceutical & Substance Abuse

Drug Treatment and Enforcement
- Surveillance Equipment
- Drug Enforcement – Single Jurisdiction
- Multi-Jurisdictional Task Forces & Pharmaceutical Partnerships
- First responders, Crisis Response, Stabilization, Antagonists/Detox

Crime Victim & Witness
- Behavioral Health Services
- Advocacy Services
- Counseling & Clinical Services
- Children Exposed to Violence, Abuse, & Neglect

Prosecution & Courts
- Pre-trial Diversion
- Recidivism
- Training
- Property & White-Collar Crime

Corrections and Community Corrections
- Behavioral Health Services
- Workforce
- Recidivism
- Diversion

Planning, Evaluation & Technology
- Technology Upgrades
- Crime Statistics Reporting
- Investigative & Surveillance Technology
- Grant Management

Mental Health
- Crisis Intervention Team Training & Support
- Evaluation/Assessments
- Suicide Risk Assessment, Response & Protocols
- Outpatient/Community Based Behavioral Health Programs

FDLE's Byrne/JAG strategic plan is available for review at:
Purposes for Which Funds Awarded Under the Edward Byrne Memorial Justice Assistance Grants (JAG) Program May Be Used (ojp.gov).

Eligibility Requirements

Applicants for JAG subawards must comply with all terms and conditions of the federal award and subaward, including those incorporated by reference. This section identifies specific program requirements that must be met as a condition of eligibility to receive federal funds under this program.

Each applicant must be able to document compliance with the following requirements:

8 U.S.C §1373 *Communication Between Governments and the Immigration and Naturalization Service*
8 U.S.C §1644 *Communication Between State and Local Government Agencies and Immigration and Naturalization Service*
2 C.F.R. § 200.318-327 *Federal Procurement Standards*
2 C.F.R Part 200.300-309 *Standards for Financial and Program Management*
2 C.F.R. Part 25 *Universal Identifier and System for Award Management (SAM) Requirements*
28 C.F.R. Part 42 *Nondiscrimination; Equal Employment Opportunity; Policies and Procedures*

SAM Registration

To apply for JAG funds, an organization and its users must be registered in AmpliFund and the organization must be registered with the U.S. Federal Government's System for Award Management (SAM) (2 C.F.R. Part 25). To create or update your organization's annual SAM registration, go to SAM.gov. The process can take up to 10 business days.

E-Verify

In accordance with Section 448.095, Florida Statutes, all Recipients of this funding must be registered in E-Verify and utilize the system to verify the work authorization status of all employees hired on or after January 1, 2022. The Office of Criminal Justice Grants is not able to enter into any contractual agreement with a noncompliant organization.

Compliance with Applicable Federal Laws

At the time of application, potential subrecipients are required to certify compliance with all applicable federal laws. All applicants should understand that if the DOJ Office of Justice Programs receives information indicating an applicant may be in violation of any applicable federal law, the applicant may be referred to the DOJ Office of Inspector General (OIG) for investigation. If the applicant is found to be in violation of an applicable federal law by the OIG, the applicant may be subject to criminal and civil penalties, in addition to relevant OJP programmatic penalties, including suspension or termination of funds, inclusion on the high-risk list, repayment of expended funds, and/or suspension and debarment.

Civil Rights Requirements

Federal laws prohibit subrecipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subrecipients, implementing agencies, and contractors must comply with any applicable statutorily-imposed nondiscrimination requirements, which are summarized below:

- **Title VI of the Civil Rights Act (Title VI) of 1964**, as amended, 42 U.S.C. § 2000d, and the DOJ implementing regulation, 28 C.F.R. pt. 42, subpts. C & D (prohibiting discrimination in federally assisted programs based on race, color, and national origin in the delivery of services or benefits).
- **Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968**, as amended, 34 U.S.C. §§ 10228(c) & 10221(a), and the DOJ implementing regulations, 28 C.F.R. pt. 42, subpts. D (prohibiting discrimination in programs funded under the statute, both in employment and in the delivery of services or benefits, based on race, color, national origin, sex, and religion) & E (requiring certain DOJ-funded programs subject to the administrative provisions of the statute to prepare, maintain, and submit an Equal Employment Opportunity Plan (EEOP) that complies with 28 CFR 42.304.
- **Section 504 of the Rehabilitation Act (Section 504) of 1973**, as amended, 29 U.S.C. § 794, and the DOJ implementing regulation, 28 C.F.R. pt. 42, subpt. G (prohibiting discrimination in federally assisted programs based on disability both in employment and in the delivery of services or benefits).
- **Title IX of the Education Amendments (Title IX) of 1972**, as amended, 20 U.S.C. § 1681, and the DOJ implementing regulations, 28 C.F.R. pt. 42, subpt. D & pt. 54 (prohibiting discrimination in federally assisted education programs based on sex both in employment and in the delivery of services or benefits).
- **Title II of the Americans with Disabilities Act of 1990**, as amended, 42 U.S.C. § 12132, and the implementing regulation at 28 C.F.R. § 35.171(a)(1)(i), (3)(i) (prohibiting discrimination based on disability both in employment and in the delivery of services or benefits).
- **Age Discrimination Act (Age Act) of 1975**, as amended, 42 U.S.C. § 6102, and the DOJ implementing regulation, 28 C.F.R. pt. 42, subpt. I (prohibiting discrimination in federally assisted programs based on age in the delivery of services or benefits).
- **Juvenile Justice and Delinquency Prevention Act (JJDPA) of 1974,** as amended, 34U.S.C. § 11182(b), and the DOJ implementing regulations, 28 C.F.R. §§ 31.202, .403 & pt.42, subpart. D (prohibiting discrimination in programs funded under the statute, both in employment and in the delivery of services or benefits, based on race, color, national origin, sex, and religion)

- **Victims of Crime Act (VOCA) of 1984,** as amended, 34 U.S.C. § 20110(e) and the regulation implementing the Victim of Crime Act Victim Assistance Program, 28 C.F.R.§ 94.114 (prohibiting discrimination in programs funded under the statute, both in employment and in the delivery of services or benefits, based on race, color, national origin, sex, religion, and disability).
- **Executive Order 13559**, amending Executive Order 13279, and the DOJ implementing regulation, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38 prohibiting discrimination based on religion in the delivery of services in federally assisted programs and associated outreach activities, and prohibiting the use of federal financial assistance on explicitly religious activities. Agencies must comply with all other applicable requirements of 28 C.F.R. pt. 38, including the provision of written notice of civil rights protections to current or prospective program beneficiaries.
- **Equal Employment Opportunity Program (EEOP):** Recipients of federal funds are required to comply with applicable provisions of 28 CFR Part 42. Agencies receiving DOJ financial assistance must prepare a Verification Form within 120 days from the initial award date, and on the same date annually thereafter, either claiming an exemption from the EEOP requirements or acknowledging their reporting requirements. Agencies who are not exempt from the EEOP requirements must develop a comprehensive EEO Plan that complies with 28 CFR 42.304.
- **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. Part 2000d, applicants in receipt of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises applicants to have a written LEP Language Access Plan.

Filing a Complaint - If the applicant or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the FDLE, its subrecipient, or with the Office for Civil Rights.

Discrimination complaints against the FDLE OCJG or one of its subrecipients may be filed using the OCJG complaint form or by letter and be submitted to FDLE by mail at: FDLE Office of General Counsel, Attention Civil Rights Complaint Coordinator, PO Box 1489, Tallahassee, FL 32302. Alternatively, the complaint may be delivered by facsimile to (850) 410-7699, or via email to the Office of General Counsel via the General Counsel for FDLE or the General Counsel's designee.

Complaints filed by letter should include the following information:

1. Name, address, telephone number, and email address of the complainant.
2. The victim or other witness of the alleged discrimination, if it is someone other than the complainant, if known.
3. The basis for the complaint, e.g., the complaint alleges (1) discrimination in services or employment based on race, color, national origin, sex, religion, or disability, or discrimination in services based on age, or (2) retaliation for engaging in protected activity. Please include as much detail as possible.
4. The date of the alleged discriminatory or retaliatory conduct.
5. The name and title of the person(s) who is alleged to have engaged in the discriminatory or retaliatory conduct.
6. The complaint must be in writing, dated, and signed by the complainant.

As an alternative, or in addition to filing a complaint with the FDLE or a subrecipient, an individual may file a complaint with an appropriate external federal agency.
If a complaint involves employment discrimination, the complainant may file a complaint with:

U.S. Equal Employment Opportunity Commission
31 M Street, NE
Washington, DC 20507
Phone: 202-663-4900
TTY: 202-663-4494
http://www.eeoc.gov/employees/charge.cfm

If a service discrimination complaint involves a program receiving federal financial assistance from the USDOJ, the complainant may file a complaint with:

Office for Civil Rights
Office of Justice Programs
U.S. Department of Justice
999 N. Capitol Street, NE
Washington, DC 20531
Phone: 202-307-0690
TTY: 202-307-2027
https://www.ojp.gov/program/civil-rights-office/filing-civil-rights-complaint

Additional details and information regarding the FDLE's complaint procedures can be found on OCJG's Civil Rights Training for Grantees webpage.

Intergovernmental Review: The FY24 JAG program is subject to Executive Order 12372. As a result, FDLE may provide information regarding subrecipient applications to the state single point of contact to satisfy this requirement.

Match

Match is not required for the JAG program. However, if a subrecipient identifies match on an application that is approved for award, the match portion will be required.

Administrative Costs

Administrative costs/fees are not eligible on JAG subawards.

Prohibited Uses & Expenditures

JAG funds may not be used (whether directly or indirectly) for any purpose prohibited by federal statute or regulation, including those prohibited by the JAG Program statute (34 U.S.C. § 10152).

- Supplanting: JAG funds may not be used to supplant state or local funds. See BJA's JAG FAQs for examples of supplanting.

- Security Enhancements for Non-governmental Entities: JAG funds may not be used for security enhancement or equipment for non-governmental entities not engaged in criminal justice or public safety.

- Additional Restrictions: JAG funds may not be used to pay for any of the following items unless approved by the BJA Director: (A) vehicles (excluding police cruisers), vessels (excluding police boats), or aircraft (excluding police helicopters); (B) luxury items; (C) real estate; (D) construction projects (other than penal or correctional institutions); or (E) any similar matters.

  The use of BJA grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV), and all accompanying accessories to support UAS or UAV, is unallowable.

  See BJA's JAG FAQs and JAG Prohibited and Controlled Expenditure Guidance for more information.

Note: FDLE will not approve the purchase of trinkets such as hats, mugs, portfolios, t-shirts, coins, gift bags, etc., with grant funds. Additional cost elements FDLE will not approve include, but are not limited to: gift cards/certificates, bus/transportation passes, entertainment costs, etc.

Grant funds may NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the project end date. Funds may be prorated for services within the project period.

NEW Grant funds may NOT be used for subscription-based or rent-to-own/lease systems. Contact your assigned grant manager if you have any questions regarding this new exclusion.

Project Adjustments: Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved subaward will only be considered under extenuating circumstances. Subrecipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

Other Restrictions Requiring Compliance, Certification, or Prior Approval

Methamphetamine Mitigation Plans
Any program that funds any portion of methamphetamine laboratory operations or clean-up must complete a Meth Mitigation Plan that includes the nine protective measures or components required by BJA. If an agency's application requests funding related to meth lab mitigation, review the BJA website related to NEPA compliance (including information regarding meth labs) and contact FDLE's Office of Criminal Justice Grants for further assistance.

Publications and Other Media
All media created, published, and/or altered using federal grant funds must be reviewed and approved by FDLE and/or BJA prior to release or distribution. This includes any curricula, training materials, brochures, or other written materials that will be published, including web-based materials and web site content, as well as all audio or video materials, including Public Service Announcements. Grantees must submit a draft of each proposed item to OCJG **no later than thirty (30) days prior** to the targeted dissemination date. For items containing videos, a transcript may be provided with screenshots or a description of the visual portion.

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, must contain the following statements identifying the federal award:

> *"This project was supported by Grant No. 15PBJA-24-GG-04224-MUMU awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."*

This requirement does not apply to the purchase or reproduction of existing materials or items created by other agencies or vendors, for example, crime prevention brochures, unless the subrecipient alters the item in any way. Neither does this requirement apply to items serving only to advertise an event or the availability of services. Please contact FDLE's grant's office with questions or to clarify the applicability of pre-approval requirements.

NEPA
Any improvement, building or construction project will require pre-approval to ensure compliance with the National Environmental Policy Act (NEPA). This may include relatively minor activities such as installing fence posts, security or surveillance cameras, or anchoring any item to the ground. If the grant will fund any activities that may fall under this requirement, review the subaward standard condition related to NEPA and the section of the BJA web site related to NEPA compliance and contact FDLE's grant's office for assistance.

Noncompetitive Procurement/Sole Source
If a subrecipient requests to procure goods or services using a noncompetitive procurement method, a sole source justification must be submitted to FDLE for approval **prior** to the obligation of grant funds. Subrecipients should submit the completed Sole Source Justification form with the application, or as soon as the procurement method is known.

Sole source approval applies to the amount of the total procurement, regardless of the amount of federal investment in the purchase. Before submitting a request for a sole source procurement, applicants should carefully review the conditions governing this type of procurement (see 2 C.F.R. § 200.320(f)).

Conference/Meeting/Training Costs
OJP policy and guidance encourages minimization of conference, meeting, and training costs; sets cost limits, which include a general prohibition of all food and beverage costs; and requires prior written approval of most conference, meeting, and training expenditures. Subawards requesting to use grant funds for meetings, trainings, or conferences may be required to complete and submit an OJP event submission form upon request from FDLE and/or OJP.

Duplication of Networks
To avoid duplicating existing networks or IT systems in any initiatives funded by BJA 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 BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Entry of Records into State Repositories
As appropriate and to the extent consistent with law, a condition will be imposed that would require the following: Any program or activity that receives federal financial assistance under JAG that is likely to generate court dispositions or other records relevant to NICS determinations, including any dispositions or records that involve any alien who is illegally in the United States (18 U.S.C. § 922(g)(5)(A), must have a system in place to ensure that all such NICS-relevant dispositions or records are made available in a timely fashion.

Body Armor (i.e., Ballistic Vests/Plate Carriers)
Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the following requirements are met:

- The body armor must have been tested and found to comply with the latest applicable National Institute of Justice ballistic or stab standards.
- The body armor purchased must be made in the United States.
- The body armor purchased with JAG funds must be "uniquely fitted vests," which means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage through a combination of: (1) correctly sized panels and carrier determined through appropriate measurement and (2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. Note that the requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer.

A JAG subrecipient proposing to use FY24 funds to purchase body armor must provide FDLE with a Body Armor Mandatory Wear Policy Certification indicating each law enforcement agency receiving body armor has a written "mandatory wear" policy in effect. For more information, review the FAQs related to the mandatory wear policy and certifications.

Body Worn Camera (BWC) Purchases
NEW JAG funds may only be used to purchase BWC hardware. The use of funds for software, warranties, service agreements, data storage, etc. is prohibited.

Any subrecipient intending to use grant funds for BWC-related expenses must provide FDLE with a BWC Certification. A subrecipient without policies and procedures in place at the time of application will have funds withheld until a certification is submitted. Information regarding BWC policies, resources and best practices can be found at: https://www.bja.gov/bwc.

DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database
If JAG funds will be used for DNA testing of evidentiary materials, any resulting eligible profiles must be uploaded to the Combined DNA Index System (CODIS) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior written approval from FDLE's grants office and BJA.

In addition, funds may not be used to purchase DNA equipment and supplies when the resulting DNA profiles from such technology are not acceptable for entry into CODIS.

Interoperable Communications
Subrecipients utilizing JAG funds to support emergency communications activities should review the most recent SAFECOM Guidance. This includes the purchase of interoperable communications equipment and technology 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.

Additionally, to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, subrecipients are required to comply with DOJs Global Justice Information Sharing Initiative guidelines and recommendations. All subrecipients shall document planned approaches to information sharing and describe their compliance, or provide detailed justification for why an alternative approach is recommended.

Finally, JAG applicants proposing projects for interoperable communications should consider the use of First Responder Network Authority (FirstNet) Program. FirstNet's statutory mission is to take all actions necessary to ensure the establishment of a nationwide public safety broadband network (NPSBN). For more information, visit www.firstnet.gov.

Employment Eligibility Verification
Subrecipients 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). The subrecipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.

Subrecipient Civil Rights Training
In compliance with Office of Justice Programs (OJP) requirements, FDLE requires the subrecipients of its grants to complete a two-part Civil Rights Training and maintain copies of the training certificates within their grant file(s) for monitoring. Module 1 of the training provides a basic overview of the Office of Civil Rights (OCR) and discusses the civil rights compliance requirements for recipients (at any tier) of OJP Grant Funding. Module 2 discusses "special" civil rights related compliance requirements in addition to the ones described in Module 1. To complete these trainings, visit the OCJG Civil Rights Training for Grantees webpage.

NEW **Financial Management/General Ledger Tracking Documentation**
In accordance with 2 CFR 200.302 and DOJ Grant Financial Guide Section 2.3, subrecipients are required to track grant revenue and expenditures separately from other sources and provide documentation upon request. The subrecipients accounting system must clearly document the specific award identification number for all grant-related revenue and expense entries.

Determination of Suitability to Interact with Participating Minors
Subrecipients, at any tier, who plan to use federal funds to partially or fully carry out activities under this award to benefit a set of individuals under 18 years of age must make determinations of suitability before certain individuals may interact with participating minors. Further information regarding this requirement is located on the OJP website https://www.ojp.gov/funding/explore/interact-minors.

1. Any applicant using grant funds to benefit a set of individuals under 18 years of age must complete and submit the "Suitability to Work and/or Interact with Minors Certification."

2. Subrecipients must maintain and submit the "Suitability to Work and/or Interact with Minors Tracking Sheet."

Telecommunications and Video Surveillance Services or Equipment
In compliance with 2 C.F.R. 200.214, subrecipients are prohibited from entering into a contract or using federal funds to procure items from certain parties who are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. In addition, a prohibition on certain telecommunication and video surveillance services or equipment went into effect on August 13,

2020. In accordance with these requirements set out in 2 C.F.R. 200.216, subrecipients are prohibited from obligating funds to:

A. Procure or obtain;
B. Extend or renew a contract or procure or obtain;
C. 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).

Applicants who intend to use grant funds to procure telecommunications, video surveillance services, or equipment must:

1. Complete and submit the "Telecommunications and Video Surveillance Services or Equipment Certification."

2. Provide documentation the manufacturer and vendor has not been suspended or debarred from receiving federal funds in SAM.gov prior to the drawdown of funds.

Task Force Training Requirement

The subrecipient 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 which include; Executive Leadership, Task Force Commander Leadership and Management, Safeguarding Privacy, Civil Rights, and Civil Liberties in Task Force Operations, Methamphetamine Investigative Management, available through BJA's web site and the Center for Task Force Integrity and Leadership (www.centf.org), and Criminal Intelligence Systems Operating Policies (28 CFR Part 23) that can be accessed three ways:

1. Regional Information Sharing Systems (RISS) members may access the training through the secure RISS portal. Instructions may be found here: https://28cfr.ncirc.gov/documents/Accessing_28CFRPart23_training_RISS.pdf.

2. Members with a secure account through the Federal Bureau of Investigation's (FBI) Law Enforcement Enterprise Portal (LEEP) may log in to LEEP to access the training. Instructions may be found here: https://28cfr.ncirc.gov/documents/Accessing_28CFRPart23_training_LEEP.pdf.

3. If your agency was previously provided with a preauthorization code, you may register for the training using that code by selecting the "LOG IN or SIGN UP" menu button located on the top left side of the home page. Enter your email address and password, then select "Preauthorization Registration."

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 subrecipient must compile and maintain a task force personnel roster along with course completion certificates. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.centf.org).

State and Federal Transparency

Subaward agreements and information supplied to FDLE for grant management and payment purposes will be used to report to the following mandatory state and federal transparency systems:

Florida Accountability and Contract Tracking System (FACTS)
This grant agreement, all corresponding information and a copy of the grant document, is provided to FACTS to meet requirements under Chapter 2013-54 and 2013-154 Laws of Florida.

Exemption from FACTS
Please be aware, in the event that your agency's submission contains confidential and/or exempt information prohibited from public dissemination under Florida's Public Records Law, Chapter 119, Florida Statutes, the subrecipient agency bears the responsibility for applying proper redactions. Otherwise, any and all records submitted may be released without redactions.

Federal Funding Accountability and Transparency Act (FFATA)
The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006, with the intent to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is USASpending.gov. FDLE is required to report subaward data to FFATA as well.

Application Instructions and Deadline

Failure to follow application instructions may result in the incursion of a special condition at the time of award.

In order to apply, an application must be submitted through FDLE's new electronic grant system (AmpliFund) by **11:59 PM EST on Thursday, July 31, 2025.** No extensions of this deadline will be permitted.

Please see **Appendix A: Application Timeline** for other important dates.

Application Requirements

Applications submitted under this solicitation must adhere to federal, state and program specific requirements.

For FY24, subrecipients will be required to complete the following documents at the time of application; failure to do so may result in the withholding of funds until items are received.

Subaward Management Capabilities and Compliance Questionnaire
All applicants are required to complete the Subaward Management Questionnaire (SMQ), and submit to OCJG with their application. FDLE will use this form to validate a subrecipient's eligibility to apply, receive, and maintain a federal JAG subaward. Additionally, this validation will allow FDLE to expedite the monitoring process and ensure all subrecipients comply with program requirements.

Lobbying, Debarment, and Drug Free Workplace Certification
Subrecipients are not permitted to use federal funds, directly or indirectly, in support of any lobbying activity. A subrecipient receiving or requesting an award exceeding $100,000 must certify compliance with this requirement. Additionally, a subrecipient (and any third-party) receiving award funds of $100,000 or more, must complete a "SF-LLL" to disclose lobbying activities pursuant to 31 U.S.C. 1352.
Additionally, a person/agency that is debarred, suspended, declared ineligible or is voluntarily excluded is prohibited from receiving federal funds under this grant program. All subrecipients must certify the subgrantee organization, and any vendor or lower tiered subrecipient, is eligible to receive these funds.

In compliance with the Drug-Free Workplace Act of 1988, state agencies applying for federal grant funding under this program must certify compliance with establishing and maintaining a drug-free work environment.

Failure to submit the "Lobbying, Debarment, and Drug Free Workplace Certification" to FDLE with the application may result in a withholding of funds condition on the subaward until the requirement is satisfied.

Contractual Services Subrecipient vs. Contractor Determination

Subrecipients utilizing funds in the Contractual Services budget category must adhere to the subcontracting requirements below. All subrecipients should review the "OJP Subaward vs. Procurement Toolkit" for information regarding the two types of subcontracting.

1. Any applicant using grant funds in the Contractual Services budget category must complete and submit a "Subrecipient vs. Contractor Determination Checklist" for each contracted services item to FDLE with the application.

2. The application must contain detailed information regarding the type of subcontracting (subrecipient or contractor) and the method of procurement for the subcontract.

3. An applicant proposing to enter into a subrecipient contracting relationship must request approval to subaward in the grant application and be able to adhere to and document compliance with requirements and provisions for pass-through entities in 2 C.F.R. §200.331.

4. Applicants entering into a contractor relationship must adhere to the local unit of government's written procurement policies and procedures to the extent they are consistent with or more stringent than the procurement standards outlined in 2 C.F.R. § 200.318-326.

Law Enforcement Agency Training Information

Any law enforcement agency receiving funds under a JAG subaward must submit performance accountability metrics data for the **2024 calendar year** related to training on: use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public. These metrics will be collected via questionnaire from FDLE's grants office and reported to BJA's Performance Management Tool (PMT).

Death in Custody Reporting

In FY19, OCJG began collecting data regarding in-custody deaths, in accordance with the Death in Custody Reporting Act (DCRA), which requires states and federal law enforcement agencies to report certain information to the Attorney General regarding the death of any person during interactions with law enforcement officers or while in custody. For the purposes of this requirement, a reportable death is **any** death – including deaths attributed to suicide, accident, or natural causes – that occurred during interactions with law enforcement personnel or while the decedent was in custody, under supervision or under the jurisdiction of a state or local law enforcement or correctional agency, such as a jail or prison.

As a requirement of the state's Edward Byrne Memorial Justice Assistance Grant (JAG) award, Each quarter, subrecipients must submit the Death in Custody Questionnaire identifying all reportable deaths occurring in their jurisdictions during the reporting period. Information to be provided will include:

- The decedent's first, middle, and last name, gender, race, ethnicity, and year of birth
- The date, time, and location of the death
- Type of facility in which the death occurred
- Date of facility admission/arrest
- The law enforcement or correctional agency involved
- Manner of death
- Brief description of circumstances of death

We recognize that all of the requested information may not be available at the time of reporting. Please provide as much information as possible for each reported death.

Standard Conditions

The standard conditions provide detailed compliance requirements for subrecipients upon signed acceptance of the subaward. It is imperative all persons involved with this subaward read the standard conditions. Failure to comply with the provisions outlined in the standard conditions may result in project costs being disallowed.

Appendix A
Application Timeline

August 30, 2024	Florida received notice of final state JAG appropriation from U.S. Department of Justice.
October 8, 2024	FDLE Office of Criminal Justice Grants (OCJG) submitted the final State of Florida application for FY24 Byrne JAG funding.
December 4, 2024	Florida accepted the state's FY24 federal JAG award.
May 27, 2025	OCJG released JAGD subgrant solicitation on the department's website; Notification emails sent to chief officials.
July 31, 2025	Deadline to submit applications in FDLE's electronic grants management system (AmpliFund).

Appendix B
Application Checklist

What Each Applicant Should Do – Pre-Application

- ☐ Acquire or renew a Unique Entity Identifier (UEI) Number
- ☐ Acquire or renew registration with SAM.gov
- ☐ Obtain an *EEO Certification* via EEO Reporting Tool
- ☐ Read the FDLE subaward Special Conditions and DOJ Grants Financial Guide

Additional Requirements

- ☐ Complete a Sole Source Justification form for sole source purchases of $250,000 or more (if applicable)
- ☐ Complete the Subaward Management Questionnaire (all applicants)
- ☐ Complete a Lobbying, Debarment and Drug Free Workplace Certification (for state agencies and local units of government, if applicable)
- ☐ Complete a Subrecipient vs. Contractor Determination Checklist for each cost element requested in the Contracted Services budget category
- ☐ Complete a Third-Party Contract Compliance Checklist (if applicable)
- ☐ Complete a Third-Party Subaward Compliance Checklist (if applicable)
- ☐ Complete a Body Armor Mandatory Wear Policy Certification (if applicable)
- ☐ Complete a Confidential Funds Certification (if applicable)
- ☐ Complete Suitability to Work and/or Interact with Minors Certifications (if applicable)
- ☐ Complete Suitability to Work and/or Interact with Minors Tracking Sheet (if applicable)
- ☐ Complete Telecommunications and Video Surveillance Services or Equipment Certification (if applicable)

Appendix C
FY24 JAGD County Allocation

County	Municipality	Amount
ALACHUA	Alachua City	$2,587
	High Springs	$1,000
BAKER	Baker County	$3,601
BAY	Lynn Haven	$1,912
	Mexico Beach	$1,000
	Parker	$1,000
	Springfield	$2,712
BRADFORD	Bradford County	$1,000
	Lawtey	$1,000
	Starke	$2,223
BREVARD	Cocoa Beach	$2,774
	Indialantic	$1,000
	Indian Harbor Beach	$1,000
	Melbourne Beach	$1,000
	Melbourne Village	$1,000
	Rockledge	$3,583
	Satellite Beach	$1,000
	West Melbourne	$3,850
BROWARD	Coconut Creek	$6,668
	Cooper City	$3,192
	Hillsboro Beach	$1,000
	Lauderdale-By-The-Sea	$1,000
	Lighthouse Point	$1,849
	Margate	$6,935
	Parkland	$1,858
	Pembroke Park	$2,045
	Sea Ranch Lakes	$1,000
	Seminole Tribe	$5,219
	Southwest Ranches	$1,752
	West Park	$3,370
	Weston	$3,050
	Wilton Manors	$4,534
CALHOUN	Calhoun County	$1,000
	Altha	$1,000
	Blountstown	$1,000
CHARLOTTE	Punta Gorda	$2,543
CLAY	Green Cove Springs	$1,645
	Orange Park	$1,734
COLLIER	Marco Island	$1,000
	Naples	$2,641
MIAMI-DADE	Aventura	$10,000
	Bal Harbour	$1,000
	Bay Harbor Islands	$1,000
	Biscayne Park	$1,000
	Coral Gables	$10,000
	Cutler Bay	$8,251
	Doral	$10,000
	El Portal	$1,000

County	Municipality	Amount
LAKE Cont.	Tavares	$2,223
	Umatilla	$1,000
LEE	Sanibel	$1,000
LEVY	Cedar Key	$1,000
	Chiefland	$1,000
	Williston	$1,000
LIBERTY	Liberty County	$1,000
MADISON	Madison City	$1,000
MANATEE	Bradenton Beach	$1,000
	Holmes Beach	$1,000
	Longboat Key	$1,000
	Palmetto	$4,134
MARION	Belleview	$2,009
	Dunnellon	$1,000
MARTIN	Jupiter Island	$1,000
	Sewall's Point	$1,000
	Stuart	$3,556
MONROE	Key West	$4,943
NASSAU	Fernandina Beach	$1,227
OKALOOSA	Crestview	$6,179
	Fort Walton Beach	$4,766
	Niceville	$1,000
	Valparaiso	$1,000
OKEECHOBEE	Okeechobee City	$1,947
ORANGE	Belle Isle	$1,000
	Eatonville	$1,289
	Edgewood	$1,000
	Maitland	$2,898
	Oakland	$1,000
	Windermere	$1,000
	Winter Park	$6,864
OSCEOLA	St. Cloud	$6,206
PALM BEACH	Atlantis	$1,000
	Gulf Stream	$1,000
	Highland Beach	$1,000
	Hypoluxo	$1,000
	Juno Beach	$1,000
	Jupiter	$6,971
	Jupiter Inlet Colony	$1,000
	Lake Clarke Shores	$1,000
	Lake Park	$5,708
	Lantana	$4,552
	Manalapan	$1,000
	Mangonia Park	$2,543
	North Palm Beach	$1,000
	Ocean Ridge	$1,000
	Pahokee	$2,054
	Palm Beach	$1,165

County	Municipality	Amount
MIAMI-DADE	Golden Beach	$1,000
Cont.	Hialeah Gardens	$4,366
	Key Biscayne	$10,000
	Medley	$8,847
	Miami Lakes	$4,054
	Miami Shores	$5,050
	Miami Springs	$4,063
	Miccosukee Tribe	$1,263
	North Bay Village	$1,156
	Palmetto Bay	$4,801
	Pinecrest	$4,072
	South Miami	$4,241
	Sunny Isles Beach	$2,098
	Surfside	$1,174
MIAMI-DADE	Sweetwater	$1,000
Cont.	Virginia Gardens	$1,000
	West Miami	$1,000
DESOTO	Desoto County	$5,246
	Arcadia	$1,298
DIXIE	Dixie County	$1,947
	Cross City	$1,000
DUVAL	Atlantic Beach	$2,685
	Neptune Beach	$1,191
FLAGLER	Bunnell	$1,000
	Flagler Beach	$1,000
FRANKLIN	Franklin County	$2,161
	Apalachicola	$1,000
	Carrabelle	$1,000
GADSDEN	Gadsden County	$2,685
	Chattahoochee	$1,325
	Gretna	$1,000
	Havana	$1,000
	Midway	$1,000
	Quincy	$1,000
GILCHRIST	Gilchrist County	$1,000
	Trenton	$1,000
GLADES	Glades County	$1,120
GULF	Gulf County	$1,947
	Port St. Joe	$1,000
HAMILTON	Hamilton County	$2,143
	Jasper	$1,000
	Jennings	$1,000
	White Springs	$1,000
HARDEE	Hardee County	$3,174
	Bowling Green	$1,000
	Wauchula	$1,000
HENDRY	Clewiston	$1,769
HERNANDO	Brooksville	$2,463
HIGHLANDS	Lake Placid	$1,000
	Sebring	$4,161
HILLSBOROUGH	Temple Terrace	$4,935
PALM BEACH	Palm Beach Gardens	$9,460
Cont.	Palm Beach Shores	$10,000
	Royal Palm Beach	$6,419
	South Bay	$1,000
	South Bay Beach	$1,000
	Tequesta Village	$1,000
	Wellington Village	$4,943
	West Lake	$1,000
PASCO	Dade City	$3,014
	Port Richey	$1,592
	Zephyrhills	$4,881
PINNELLAS	Belleair	$1,000
	Belleair Beach	$1,000
	Belleair Bluffs	$1,000
	Dunedin	$3,814
	Gulfport	$3,379
	Indian Rocks Beach	$1,000
	Indian Shores	$1,000
	Kenneth City	$1,000
	Madeira Beach	$1,254
	North Redington Beach	$1,000
	Oldsmar	$1,876
	Redington Beaches	$1,000
	Safety Harbor	$2,152
	St. Pete Beach	$1,885
	Seminole City	$3,370
	South Pasadena	$1,000
	Tarpon Springs	$4,063
	Treasure Island	$2,232
POLK	Auburndale	$4,943
	Bartow	$4,143
	Davenport	$1,000
	Haines City	$3,983
	Lake Alfred	$1,000
	Lake Hamilton	$1,000
	Lake Wales	$2,614
PUTNAM	Putnam County	$7,415
	Crescent City	$1,000
	Interlachen	$1,000
	Palatka	$5,406
	Welaka	$1,000
ST. JOHNS	St. Augustine	$4,739
	St. Augustine Beach	$1,000
SANTA ROSA	Gulf Breeze	$1,000
	Milton	$1,209
SARASOTA	North Port	$7,646
	Venice	$3,219
SEMINOLE	Casselberry	$7,833
	Lake Mary	$2,036
	Longwood	$2,658
	Oviedo	$2,658

County	Municipality	Amount
HOLMES	Holmes County	$1,894
	Bonifay	$1,000
INDIAN RIVER	Fellsmere	$1,000
	Indian River Shores	$1,000
	Sebastian	$1,565
	Vero Beach	$2,525
JACKSON	Jackson County	$1,000
	Graceville	$1,000
	Marianna	$2,241
	Sneads	$1,000
JEFFERSON	Jefferson County	$2,036
	Monticello	$1,000
LAFAYETTE	Lafayette County	$1,000
LAKE	Astatula	$1,000
	Clermont	$6,268
	Eustis	$3,814
	Fruitland Park	$1,316
	Groveland	$1,885
	Howey-in-the-Hills	$1,000
	Lady Lake	$1,414
	Mascotte	$1,832
	Minneola	$1,000
	Mount Dora	$4,401
SEMINOLE	Winter Springs	$3,121
SUMTER	Center Hill	$1,000
	Webster	$1,000
	Wildwood	$1,974
SUWANNEE	Live Oak	$2,730
TAYLOR	Taylor County	$2,427
	Perry	$3,672
UNION	Union County	$1,191
VOLUSIA	Daytona Beach Shores	$10,000
	Edgewater	$3,628
	Holly Hill	$2,427
	Lake Helen	$1,000
	New Smyrna Beach	$4,739
	Orange City	$5,370
	Ponce Inlet	$1,000
	Port Orange	$8,918
	South Daytona	$1,947
WAKULLA	Wakulla County	$4,472
WALTON	Walton County	$6,819
	Defuniak Springs	$1,903
WASHINGTON	Washington County	$1,218
	Chipley	$1,360
	TOTAL	**$609,140**

THE CITY OF NEW SMYRNA BEACH - POLICE DEPARTMENT

CONSIDER THE APPROVAL OF A RENEWAL OF THE CONTRACT WITH THE SACRED HEART CATHOLIC SCHOOL FOR A FULL-TIME POLICE OFFICER FOR FY25-26.

July 8, 2025

Background:

The City has been contracted with the Sacred Heart Catholic School for a full-time officer since January 2024. The terms of the original contract were through May 2025, end of the school year.

Findings:

The Police Department seeks to renew the contract between the city of New Smyrna Beach and the Sacred Heart Catholic School for a full-time School Safety Officer for FY26 followed by four (4) one (1) year annual renewal options.

Fiscal Analysis:

The cost of the time the School Safety Officer spends at the school during the school year (181 days, or 1,448 hrs.) is split with Sacred Heart Catholic School per the contract. This contract pays 45% of the officers' salary for the amount of time they spend at the school, which mirrors the previous arrangement. This amount paid by the Sacred Heart Catholic School is currently $28,886.46 per contract. Should officers get a pay increase moving forward this change will be reflected in an amended MOU with the Sacred Heart Catholic School.

Strategic Plan Item:
No

Staff Report Created By: Jason Reve - Police Captain

Attachments:

Memorandum of Understanding - Sacred Heart.pdf
Sacred HEart FY26.pdf

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU"), is entered into and made effective the 4 day of JANUARY, 2024, by and between **SACRED HEART CATHOLIC SCHOOL**, a not-for-profit corporation organized and existing under the laws of the state of Florida, (hereinafter referred to as the "**School**"), and **CITY OF NEW SMYRNA BEACH**, a municipal corporation existing under the laws of the State of Florida, (hereinafter referred to as the "**City**"). The School and the City are herein collectively referred to as the "Parties" and individually referred to as a "Party."

WHEREAS, the School finds and determines that a Safe School Security Program provided and coordinated by the City, through the New Smyrna Beach Police Department is in the best interest of the School; and

WHEREAS, the School believes that this MOU with the City will provide a safe and secure environment for the School while fostering a better relationship between citizens, students and law enforcement, and will result in a diminution of crime and delinquency; and

WHEREAS, the School requests and the City desires to establish a partnership to provide experienced law enforcement leadership and services for the School, where the New Smyrna Beach Police Department shall work in coordination with the School to direct and provide consistent law enforcement direction, guidance and leadership; and

WHEREAS, in accordance with the provisions of Section 1006.12 Florida Statutes, enacted as part of Chapters 2018-3 and 2019-22, Laws of Florida as the Marjory Stoneman Douglas High School Public Safety Act and its subsequent amendments, the School shall partner with the City to assign a certified law enforcement officer assigned as a School Safety Officer at the Sacred Heart Catholic School, facilities; and

WHEREAS, in accordance with the Marjory Stoneman Douglas High School Public Safety Act, the School and the City believe that this partnership will improve communication among local law enforcement entities, the Florida Department of Juvenile Justice, the Florida Department of Children and Families, the Florida Department of Law Enforcement, community behavioral health providers and the Volusia Public School District, to increase school and district security efforts and services, provide prevention/intervention strategies and provide/expand

opportunities for safety and security training and awareness for the School's staff members, as well as the faculty and students attending the schools under the jurisdiction of the School and the parents of such students.

NOW, THEREFORE, in consideration of the covenants and promises made below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated into this MOU.

2. **Term.** The term of this Agreement is for a base term beginning from the effective date of this Agreement through June 15, 2025, followed by four (4) one (1) year annual renewal options to begin on June 16, 2025. The renewals are subject to the agreement of the Parties. The performance periods of the Agreement shall begin and end on dates separately outlined by the Parties, unless earlier terminated as provided herein.

3. **Performance Period.** The performance period outline for the remainder of the 2023/2024 (January 4th-May 31st, 2024)school year and beginning of the 2024/2025 (August 7th – October 31st, 2024 school year, prior to the City of New Smyrna Beach enacting their fiscal year (for a total of 150 school contract days) and November 1st, 2024 through May 31st, 2025 (for a total of 125 school contract days) shall be provided to the City by the School and finalized by the Parties in conjunction with the effective date of this Agreement. The performance period outline for each of the subsequent school years (for a total of 181 school contract days per year) shall be finalized by the Parties no later than 60 days prior to the beginning of each school year.

4. **Services.**

   (a) The City shall assign to the School one (1) Full- time School Safety Officer (the "SSO"), a sworn and certified law enforcement officer, to work full-time at the School, through the last day of the 2023/2024 school year and August 7th- October 31st, 2024, eight (8) hours per day, for a total of 150 school contract days, the performance of which shall be set forth by the parties in the performance period outline.

   (b) Thereafter, the City shall assign one (1) Full- time School Safety Officer (the "SSO"), a sworn and certified law enforcement officer, to work full-

time at the School for eight (8) hours per day, beginning on the first day of City's fiscal year and ending on the last day of the school year for a total of 125 school contract days, the performance of which will be set forth by the parties in the annual performance period outline.

(c) Thereafter, the City shall assign one (1) Full- time School Safety Officer (the "SSO"), a sworn and certified law enforcement officer, to work full-time at the School for eight (8) hours per day, beginning on the first day of school and ending on the last day of the school year for a total of 181 school contract days, the performance of which will be set forth by the parties in the annual performance period outline.

(d) The SSO is assigned to provide security, preparation drills, safety training and safety awareness related programs to the school campus, students, employees, volunteers and visitors. The City shall notify the School of the name and contact information of the SSO assigned to the Sacred Heart Catholic School.

(e) The City, through the City's Chief of Police, shall be responsible for providing law enforcement services as outlined in this MOU, and Appendix "A" to this MOU.

(f) The School and the City shall renegotiate the Consideration Clause of this MOU each renewal term of this MOU.

(g) At all material times, the SSO shall be an employee and agent of the City, subject exclusively to the supervision and control of the City of New Smyrna Beach Police Department Commend Staff as designated by the City's Chief of Police. The Chief of Police or designee will consult with the School President or designee, who is employed by the School relative to the selection of the SSO to be assigned to provide the services set forth in this MOU and as further described in Appendix A, Job Description, attached to this MOU as Appendix A and by this reference incorporated herein. A request of the School to remove a selection by the Chief of Police for the positions of SSO shall not be arbitrary or capricious, and may not be based upon any motivation that relates to the candidate's race, sex, religion or the existence of any physical handicap, it being the express intent that the rejection of any candidate proposed by the City shall not constitute a violation of any state or federal law. The SSO is to consider

the input he or she receives from the School or designee and the City, but in no event shall the SSO take any action or refrain from taking any action that is contrary to the policies and procedures of the New Smyrna Beach Police Department or any provision of Florida or Federal law.

(h) The School shall be provided with an opportunity for input in the evaluation of the SSO, which may cause the City to reassign the SSO if the School reasonably believes that the retention of an SSO is not in the best interest of the School; provided, however, that no such reassignment may be predicated upon any arbitrary, capricious, or discriminatory reason, nor may such reassignment violate any state or federal law.

5. **Consideration Clause:**

(a) The School agrees to reimburse the City a flat rate of $25,387.52, rate of $270.08 per day ($33.76 per hour x 8 hours) per SSO for services to be rendered, which includes the salary, benefits and associated costs of the City for the 150 school contract days remaining in the 2023/2024 school year of January 4th, 2024 - May 31st, 2024 and the start of the 2024/2025 school calendar year until the City has started a new fiscal year; August 7th- October 31st, 2024 to be payable to the City in monthly installments.

School Safety Officer	
Hourly Rate:	$33.76
Billable Hours:	1,200
One (1) SSO at 8 hours, 150 days	$40,512
Total Agreement Flat Rate	$40,512

(b) The School agrees to reimburse the City a discounted rate of $148.54 per day ($18.56 per hour x 8 hours) per SSO for services to be rendered, which includes the salary, benefits and associated costs of the City starting on November 1, 2024 through the remainder of the 2024/2025 school year (125 school contract days), to be payable to the City in monthly installments for service days provided with the City contributing $148.54 per day for agreed upon shared cost for such services.

School Safety Officer	
Hourly Rate:	$33.76

Billable Hours:	1,000
One (1) SSO at 8 hours, 125 days	$33,760
School flat rate reimbursement to City (55% of $33,760)	$18,568
Flat Rate City shared cost contribution (45% of $33,760)	$15,192
Total cost to School	$18,568

(c) Thereafter, the School agrees to reimburse the City a discounted flat rate of $26,886.46 of $26,886.46 per school year with the City contributing $21,998.02, per year, per SSO, for services to be rendered for 181 school contract days, which includes the salary, benefits, and associated costs of the City for, each subsequent school year, as follows:

School Safety Officer	
Hourly Rate:	$33.76
Billable Hours:	1,448
One (1) SSO at 8 hours, 181 days	$48,884.48
School flat rate reimbursement to City (55% of $48,884.48)	$26,886.46
City shared cost contribution (45% of $48,884.48)	$21,998.02
Total annual cost to School	$26,886.46

(d) The City shall be responsible for making salary payments and providing benefits to the SSO as an employee of the City.

(e) The School shall reimburse the City on the last day of each month.

(f) The School shall provide the SSO with appropriate work space, as needed and as-available, clerical support and supplies necessary to perform the assigned duties to support the Safe School Program in accordance with the Marjory Stoneman Douglas High School Public Safety Act, to included programs utilized by the School Board shall be provided to ensure the sharing of critical information and comply with all laws, rules, regulations to include HIPAA and FERPA.

6. **City Responsibilities.**

(a) The City shall provide the SSOs with all law enforcement equipment and training related to the services to be provided. All equipment issued to the SSO shall be the sole property of the City.

(b) The SSO shall be responsible for the duties as approved by the Chief and the School as referenced within this MOU.

(c) The SSO shall comply with the provisions specified in Section 1006.12, Florida Statutes (the School Safety Officer Program).

7. **Reporting Crimes and Delinquent Acts.** The School and the City shall adhere to § 1006.12 F.S. titled, School Safety Officer, and § 1006.13 F.S. titled Policy of Zero Tolerance for Crime and Victimization. Accordingly, it is agreed by the parties that school personnel will report to the School Safety Officer all delinquent acts and crimes occurring whenever students are under the jurisdiction of the school. Where a SSO is not present or available, a report shall be provided to the appropriate law enforcement agency and a copy of such report shall be provided to the School Safety Officer.

8. **Discipline:** School members or any employee under the jurisdiction of the School shall not conduct an internal or administrative investigation, inquiry of alleged improper conduct or maintain a database of any such concerns or allegations regarding any employee of the City. Any performance complaints, concerns or allegations of improper conduct shall be forwarded immediately upon receipt by the School or designee to the City's Chief of Police. At no time shall the School delay such conduct allegation notification for more than five (5) days.

9. **Schedule.** After consultation and approval of the City, the School Principal, may request an SSO to adjust their respective schedule as appropriate and may assign an SSO to duties outside of regular school hours, such as participating in extracurricular school events, chaperoning school field trips, project graduation, Student Council, graduation ceremonies or other after school activities, collectively referred to as the "School Activities." Any such request shall not conflict with City of New Smyrna Beach Policies, the SSO's respective Collective Bargaining Agreement, or result in overtime expenses to either the City or the School other than those contemplated in the Consideration clause of this MOU. Such requests require authorization by the City or designee prior to implementation. The School will not compensate an SSO in any capacity outside of the Consideration Clause as otherwise referenced within this MOU. School Activities will be under the supervision of School personnel. School Activities do not include "Additional Events" such as, but

not limited to: basketball games, soccer games, baseball games, softball games, track events, band competitions, dances, Parent Teacher Organization meetings, or Faculty meetings, etc. Additional Events shall be considered outside of the scope of this MOU. If security services are desired at any Additional Event, a separate Off-Duty detail agreement for specific security services is required unless otherwise authorized by the City or designee.

Outside detail activates such as after-hours sporting events or extracurricular activities will be billed as the rate of $48.00 per hour for services provided by Officers and shall be funded one hundred (100%) by the school, for a minimum. of three (3) hours.

It is agreed that during a natural disaster or anytime the State Governor or the Office of the Superintendent of School declares an emergency for public safety and the suspension of the schools for the duration of time and the school chooses to close, The SSO services shall deduct the days from the billable hours to the school.

10. **Emergency Circumstances.** During critical incidents, such as, but not limited to, natural disasters or declared emergencies by the federal government, Governor of Florida, Volusia County Commission, Volusia County Emergency Operations Center Policy Group, or City of New Smyrna Beach City Commission; the Parties shall discuss the specific role and activities of the SSO to accomplish the needs of the School and the City throughout the time period of the critical incident, but at no time can either Party fail to fulfill the respective obligations by each Party as contained in this MOU and Appendix "A" to include funding, without a mutually agreed written agreement.

11. **Alternative assignments.** At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SSO may be assigned other law enforcement duties by the Chief of Police or designee. The Chief shall direct that such School Safety Officer works a full-time schedule on all days that school is in session, subject to illness, training, court appearances, and vacation entitlements of such SSO. The City reserves the right to direct school safety officer to perform emergency functions off of the campus of the School, but the City shall not exercise said right unless an emergency exists wherein there is imminent danger of bodily injury or death, necessitating the intervention of the SSO. To ensure student safety and uninterrupted coverage, the Chief of Police shall assign a replacement law enforcement officer, on a temporary, as-needed basis, in the event of any absence of the SSO, for the duration of the period of absence. The Chief of Police or Designee shall advise the School President of the name of any replacement SSO assigned to provide services under this Agreement.

12. **Uniform.** At all material times, the SSO shall wear the City of New Smyrna Beach Officer uniform and assigned equipment as designated by the New Smyrna Beach Police Department. No other clothing is permitted while performing the duties as approved by the City and the School and referenced in this MOU or the appendices attached to this MOU unless specifically authorized by the Chief of Police or designee.

13. **Liability.** The Parties agree that each Party shall be responsible for any economic damages that result from the negligence or intentional acts of such Party or such Party's employees, officers, agents or attorneys. Each party agrees to be fully responsible for its own acts or omissions and its own agents, contractors, servants, employees, licensees, or invitees, and any acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Each Party shall indemnify and save the other Party harmless from and against, and shall reimburse the indemnified Party for, all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments and expenses, whether founded in tort, contract, or otherwise, including attorney's fees and costs for any act or neglect of the indemnifying Party in connection with the respective Party's obligation under this Agreement.

14. **Sovereign Immunity.** The provisions of this MOU are in no event intended to constitute a waiver of, or in any way affect or impinge, the rights, privileges and immunities of any Party provided or arising pursuant to the provisions of Section 768.28, Florida Statutes, as amended from time to time, or any corresponding provisions of law.

15. **Entire Agreement.** This MOU and respective Appendix "A" constitute the entire agreement between the Parties and contains all of the agreements described herein between the Parties with respect to the subject matter contained herein. This MOU supersedes all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this MOU and respective Appendix "A".

16. **Modification of Agreement**. No provision of this MOU may be changed or modified except by written agreement signed by the Parties.

17. **Authority to enter into Agreement.** The Parties acknowledge that, by the signing of this MOU, they have the right, power, legal capacity, and authority to enter into, and perform their respective obligations under this MOU, and no

approvals or consents of any persons other than the Parties are necessary in connection with this MOU.

18. **Assignment.** The Parties shall not assign nor transfer their respective obligations under this MOU, but this MOU shall continue in full force and effect notwithstanding the appointment of who may succeed the Chief of Police in office. This MOU shall be binding on the Parties' respective successors.

19. **Severability.** To the extent that any provision of this MOU shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deleted from this MOU, and the validity and enforceability of the remainder of such provision, if any, and of this MOU shall be unaffected.

20. **Venue.** This MOU shall be subject to and governed by the laws of the State of Florida, without regard to that state's conflict of laws principles. Venue for any action to interpret or enforce this MOU or that otherwise arises out of this MOU, shall lie exclusively in the appropriate state court in and for Volusia County, Florida.

21. **Execution in Counterparts.** This MOU may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

22. **Failure to deliver funds.** Notwithstanding any provisions in this MOU to the contrary, if the School does not provide funding to the City to provide services pursuant to this MOU or any appendix contained or referenced, the City may terminate this MOU without incurring any further liability or obligations of the City to the School.

23. **Termination.** Either Party may terminate this MOU, with or without cause, upon sixty (60) days' written notice to the other Party of its desire to terminate this MOU. Any termination of this MOU that results in overpayment to the City will result in the return of funds to the School equal to the proportionate amount of time remaining in the MOU. Any termination of this MOU that results in an underpayment to the City will result in the payment of funds to the City equal to the proportionate amount of time remaining in the MOU.

24. **Notice.** Any notice, request, demand, consent, approval or other communication required or permitted under this Agreement (collectively a "notice") shall be (a) in writing; and (b) personally delivered or mailed by certified or registered U.S. Mail, postage prepaid, return receipt requested, or by a nationally

recognized overnight delivery service, such as Federal Express, DHL or UPS, addressed by the sender to the other party at address in the manner set forth below:

If to CITY:
City Manager
210 Sams Avenue
New Smyrna Beach, Florida 32168

With a copy to:
Carrie Avallone, Esq.
City Attorney
210 Sams Avenue.
New Smyrna Beach, FL 32118

If to SCHOOL:
Sacred Heart Catholic School
Attn: Principal, Elizabeth Labreche
1003 Turnbull St.
New Smyrna Beach, FL 32168

25. **Public Record.** The Parties acknowledge that many of their communications and documentation pertaining to this MOU may contain sensitive security information that is confidential and exempt from public records disclosure requirements in accordance with Section 281.301, Florida Statutes, and Section 119.071(3), Florida Statutes. Each Party acknowledges and agrees that it will comply with all aspects of Florida law relative to this MOU, including, but not limited to, the provisions of Chapters 119 and 281, Florida Statutes, pertaining to security systems / features, personnel schedules, duties, assignments, security personnel numbers, plans, records, and meetings that may be exempt from public access or disclosure.

If the School has questions regarding the application of Chapter 119 and 281, Florida Statutes, to the School's duty to provide public records relating to this MOU, the School shall contact the City Clerk Custodian of Records Kelly McQuillen) at 386-410-2630, kmcquillen@cityofnsb.com. City Clerk Office, Attention: Records, 210 Sams, New Smyrna, Florida 32168.

If the City has questions regarding the application of Chapter 119 and 281, Florida Statutes, to the City's duty to provide public records relating to this MOU, the City shall contact the School's Custodian of Records.

IN WITNESS WHEREOF, the authorized representatives of the each of the Parties hereto sign this MOU below on the date specified below, but in all events effective on the date of the last signature.

SACRED HEART CATHOLIC SCHOOL, INC., OF VOLUSIA COUNTY, FLORIDA

Fred E. Cleveland, Mayor

Blabreche
, Principal Beth Labreche

Dated: _____, 2023

Dated: 12-4, 2023

Approved as to form:

Carrie Avallone, Esq.
City Attorney

Education Service Provider

Dated: _____, 2023

Dated: _____, 2023

Appendix-A

School Safety Officer (SSO)

ESSENTIAL JOB FUNCTIONS:

Below are examples and are intended only as illustration of the various types of work performed in positions allocated to this class. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or logical assignment to the position.

- Serve as a law enforcement officer of the State of Florida as authorized by F.S. 943.13, to include the pursuit, apprehension, and arrest of law violators or suspected law violators.
- To enhance the security, protection, and safety of school personnel, property, students, and visitors at the School and improve the security of school campuses.
- Maintain a presence, and monitor traffic control, during the mornings for student arrival and during the afternoons for student dismissal, assisting as needed.
- To develop and promote positive relationships between students and law enforcement officers.
- To foster a better understanding of law enforcement officers in the community.
- To develop positive concepts of law enforcement.
- To identify and prevent delinquent behavior through counseling and referral.
- To aid and support for victims of crime identified within the school setting, including abused children.
- To develop a better appreciation of citizenship, citizens' rights, obligations, and responsibilities.
- To provide information about crime prevention.
- To enhance knowledge of the fundamental concepts and structure of the law.
- To provide materials and consultative assistance to teachers and parents on various law education topics.
- Perform the assigned law enforcement duties to support the Safe School Program in accordance with the Marjory Stoneman Douglas High School Public Safety Act including aiding in the prevention or abatement of active assailant incidents on school premises.
- SSO shall participate as a Behavioral Threat Assessment Team Member at all threat assessment meetings located at the school. As a Behavioral Threat Assessment Team member, the SSO may assist the school in gathering

information, evaluating facts, and helping to make institutional determinations, such as whether a health or safety emergency exists, and how the school should respond.

- Shall report to the School President or designee immediately, any acts which pose a threat to school safety or any crime which the SSO has direct knowledge of, or later becomes aware of.
- School President or designee and SSO shall work cooperatively to promote a safe and supportive learning environment in the School by protecting students and staff from conduct that poses a threat to school safety.
- The SSO will engage with students in the following ways: before school during student arrival, between class breaks and during lunch periods, after school during student dismissal.
- The SSO shall report to the School President daily. The SSO shall be assigned specifically to the school during all regular school days. If the SSO is called away from the school for a substantial portion of the school day, the SSO shall notify the School President and provide the School President or designee with a means of contacting the SSO or the appropriate law enforcement agency.
- If the SSO witnesses inappropriate or unacceptable activity on campus, they will report the incident to the school administration and as appropriate, take law enforcement action. Both Police Department and school administrative procedures shall be followed. In the event of a policy conflict, Police Department's policy and procedure shall prevail. If arrest is necessary, the SSO will be called to execute proper law enforcement procedure. If possible, the SSO should coordinate arrest and other operational strategies with the School President.
- Should it become necessary for the SSO to conduct a formal law enforcement interview with a student, the School President and parents shall be notified and Florida State Statutes and Police Department policy shall be followed.
- The SSO will attend parent, faculty, and staff meetings, as a part of the school administrative team, and to develop support and cultivate an understanding of the SSO program and to provide education and awareness of the safety and security measures available.
- As determined by the Chief of Police, the SSO shall submit activity reports to be reviewed by the School President and the Chief of Police.
- If, in the opinion of the School President, the SSO is no longer effective in his or her role as an SSO, the School President may request the reassignment of the school resource officer from their duties at school. In such cases, the following procedure should be followed:

A. The School President shall notify the Chief or designee of the concerns and meet with the SSO, and the SSO's direct law enforcement supervisor (Sergeant) and express the concerns and needs of the school. The School President will work collaboratively with the SSO and SSO's law enforcement supervisor to clearly identify in writing the expectations, as well as the SSO's related duties and responsibilities. As appropriate, the SSO's law enforcement supervisor (Sergeant) may implement a written improvement action plan.

B. If, after reasonable review and discussion between the SSO, the SSO's law enforcement supervisor, the Chief of Police and the School President has occurred, and in the opinion of the School President the SSO's effectiveness remains questionable, the School President shall notify the Chief of Police or designee to request the SSO be reassigned from their position at their assigned school.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU"), is entered into and made effective the 11 day of __August_____, 2025, by and between **SCARED HEART CATHOLIC SCHOOL**, a not-for-profit corporation organized and existing under the laws of the state of Florida, (hereinafter referred to as the "**School**"), and **CITY OF NEW SMYRNA BEACH**, a municipal corporation existing under the laws of the State of Florida, (hereinafter referred to as the "**City**"). The School and the City are herein collectively referred to as the "Parties" and individually referred to as a "Party."

WHEREAS, the School finds and determines that a Safe School Security Program provided and coordinated by the City, through the New Smyrna Beach Police Department is in the best interest of the School; and

WHEREAS, the School believes that this MOU with the City will provide a safe and secure environment for the School while fostering a better relationship between citizens, students and law enforcement, and will result in a diminution of crime and delinquency; and

WHEREAS, the School requests and the City desires to establish a partnership to provide experienced law enforcement leadership and services for the School, where the New Smyrna Beach Police Department shall work in coordination with the School to direct and provide consistent law enforcement direction, guidance and leadership; and

WHEREAS, in accordance with the provisions of Section 1006.12 Florida Statutes, enacted as part of Chapters 2018-3 and 2019-22, Laws of Florida as the Marjory Stoneman Douglas High School Public Safety Act and its subsequent amendments, the School shall partner with the City to assign a certified law enforcement officer assigned as a School Safety Officer at the Sacred Heart Catholic School, facilities; and

WHEREAS, in accordance with the Marjory Stoneman Douglas High School Public Safety Act, the School and the City believe that this partnership will improve communication among local law enforcement entities, the Florida Department of Juvenile Justice, the Florida Department of Children and Families, the Florida Department of Law Enforcement, community behavioral health providers and the Volusia Public School District, to increase school and district security efforts and services, provide prevention/intervention strategies and provide/expand

opportunities for safety and security training and awareness for the School's staff members, as well as the faculty and students attending the schools under the jurisdiction of the School and the parents of such students.

NOW, THEREFORE, in consideration of the covenants and promises made below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated into this MOU.

2. **Term.** The term of this Agreement is for a base term beginning from the effective date of this Agreement through June 15, 2025, followed by four (4) one (1) year annual renewal options to begin on June 16, 2026. The renewals are subject to the agreement of the Parties. The performance periods of the Agreement shall begin and end on dates separately outlined by the Parties, unless earlier terminated as provided herein.

3. **Performance Period.** The performance period the school year and beginning of the 2025/2026 (August 11th – May 30, 2026 school year, The performance period outline for each of the subsequent school years (for a total of 181 school contract days per year) shall be finalized by the Parties no later than 60 days prior to the beginning of each school year.

4. **Services.**

   (a) The City shall assign to the School one (1) Full- time School Safety Officer (the "SSO"), a sworn and certified law enforcement officer, to work full-time at the School, through the school year and August 11th- May 30st, 2026, eight (8) hours per day, for a total of 181 school contract days, the performance of which shall be set forth by the parties in the performance period outline.

   (b) Thereafter, the City shall assign one (1) Full- time School Safety Officer (the "SSO"), a sworn and certified law enforcement officer, to work full-time at the School for eight (8) hours per day, beginning on the first day of City's fiscal year and ending on the last day of the school year for a total of 125 school contract days, the performance of which will be set forth by the parties in the annual performance period outline.

(c) Thereafter, the City shall assign one (1) Full- time School Safety Officer (the "SSO"), a sworn and certified law enforcement officer, to work full-time at the School for eight (8) hours per day, beginning on the first day of school and ending on the last day of the school year for a total of 181 school contract days, the performance of which will be set forth by the parties in the annual performance period outline.

(d) The SSO is assigned to provide security, preparation drills, safety training and safety awareness related programs to the school campus, students, employees, volunteers and visitors. The City shall notify the School of the name and contact information of the SSO assigned to the Sacred Heart Catholic School.

(e) The City, through the City's Chief of Police, shall be responsible for providing law enforcement services as outlined in this MOU, and Appendix "A" to this MOU.

(f) The School and the City shall renegotiate the Consideration Clause of this MOU each renewal term of this MOU.

(g) At all material times, the SSO shall be an employee and agent of the City, subject exclusively to the supervision and control of the City of New Smyrna Beach Police Department Commend Staff as designated by the City's Chief of Police. The Chief of Police or designee will consult with the School President or designee, who is employed by the School relative to the selection of the SSO to be assigned to provide the services set forth in this MOU and as further described in Appendix A, Job Description, attached to this MOU as Appendix A and by this reference incorporated herein. A request of the School to remove a selection by the Chief of Police for the positions of SSO shall not be arbitrary or capricious, and may not be based upon any motivation that relates to the candidate's race, sex, religion or the existence of any physical handicap, it being the express intent that the rejection of any candidate proposed by the City shall not constitute a violation of any state or federal law. The SSO is to consider the input he or she receives from the School or designee and the City, but in no event shall the SSO take any action or refrain from taking any action that is contrary to the policies and procedures of the New Smyrna Beach Police Department or any provision of Florida or Federal law.

(h) The School shall be provided with an opportunity for input in the evaluation of the SSO, which may cause the City to reassign the SSO if the School reasonably believes that the retention of an SSO is not in the best interest of the School; provided, however, that no such reassignment may be predicated upon any arbitrary, capricious, or discriminatory reason, nor may such reassignment violate any state or federal law.

5. **Consideration Clause:**

(a) the School agrees to reimburse the City a discounted flat rate of $26,886.46 of $26,886.46 per school year with the City contributing $21,998.02, per year, per SSO, for services to be rendered for 181 school contract days, which includes the salary, benefits, and associated costs of the City for, each subsequent school year, as follows:

School Safety Officer	
Hourly Rate:	$33.76
Billable Hours:	1,448
One (1) SSO at 8 hours, 181 days	$48,884.48
School flat rate reimbursement to City (55% of $48,884.48)	$26,886.46
City shared cost contribution (45% of $48,884.48)	$21,998.02
Total annual cost to School	$26,886.46

(b) The City shall be responsible for making salary payments and providing benefits to the SSO as an employee of the City.

(c) The City shall be responsible for payment request on the last day of each month.

(d) The School shall provide the SSO with appropriate work space, as needed and as-available, clerical support and supplies necessary to perform the assigned duties to support the Safe School Program in accordance with the Marjory Stoneman Douglas High School Public Safety Act, to included programs utilized by the School Board shall be provided to ensure the

sharing of critical information and comply with all laws, rules, regulations to include HIPAA.

6. **City Responsibilities.**

(a) The City shall provide the SSOs with all law enforcement equipment and training related to the services to be provided. All equipment issued to the SSO shall be the sole property of the City.

(b) The SSO shall be responsible for the duties as approved by the Chief and the School as referenced within this MOU.

(c) The SSO shall comply with the provisions specified in Section 1006.12, Florida Statutes (the School Safety Officer Program).

7. **Reporting Crimes and Delinquent Acts.** The School and the City shall adhere to § 1006.12 F.S. titled, School Safety Officer, and § 1006.13 F.S. titled Policy of Zero Tolerance for Crime and Victimization. Accordingly, it is agreed by the parties that school personnel will report to the School Safety Officer all delinquent acts and crimes occurring whenever students are under the jurisdiction of the school. Where a SSO is not present or available, a report shall be provided to the appropriate law enforcement agency and a copy of such report shall be provided to the School Safety Officer.

8. **Discipline:** School members or any employee under the jurisdiction of the School shall not conduct an internal or administrative investigation, inquiry of alleged improper conduct or maintain a database of any such concerns or allegations regarding any employee of the City. Any performance complaints, concerns or allegations of improper conduct shall be forwarded immediately upon receipt by the School or designee to the City's Chief of Police. At no time shall the School delay such conduct allegation notification for more than five (5) days.

9. **Schedule.** After consultation and approval of the City, the School Principal, may request an SSO to adjust their respective schedule as appropriate and may assign an SSO to duties outside of regular school hours, such as participating in extracurricular school events, chaperoning school field trips, project graduation, Student Council, graduation ceremonies or other after school activities, collectively referred to as the "School Activities." Any such request shall not conflict with City of New Smyrna Beach Policies, the SSO's respective Collective Bargaining Agreement, or result in overtime expenses to either the City or the School other than those contemplated in the Consideration clause of this MOU. Such requests require

authorization by the City or designee prior to implementation. The School will not compensate an SSO in any capacity outside of the Consideration Clause as otherwise referenced within this MOU. School Activities will be under the supervision of School personnel. School Activities do not include "Additional Events" such as, but not limited to: basketball games, soccer games, baseball games, softball games, track events, band competitions, dances, Parent Teacher Organization meetings, or Faculty meetings, etc. Additional Events shall be considered outside of the scope of this MOU. If security services are desired at any Additional Event, a separate Off-Duty detail agreement for specific security services is required unless otherwise authorized by the City or designee.

Outside detail activates such as after-hours sporting events or extracurricular activities will be billed as the rate of $48.00 per hour for services provided by Officers and shall be funded one hundred (100%) by the school, for a minimum. of three (3) hours.

It is agreed that during a natural disaster or anytime the State Governor or the Office of the Superintendent of School declares an emergency for public safety and the suspension of the schools for the duration of time and the school chooses to close, The SSO services shall deduct the days from the billable hours to the school.

10. **Emergency Circumstances.** During critical incidents, such as, but not limited to, natural disasters or declared emergencies by the federal government, Governor of Florida, Volusia County Commission, Volusia County Emergency Operations Center Policy Group, or City of New Smyrna Beach City Commission; the Parties shall discuss the specific role and activities of the SSO to accomplish the needs of the School and the City throughout the time period of the critical incident, but at no time can either Party fail to fulfill the respective obligations by each Party as contained in this MOU and Appendix "A" to include funding, without a mutually agreed written agreement.

11. **Alternative assignments.** At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SSO may be assigned other law enforcement duties by the Chief of Police or designee. The Chief shall direct that such School Safety Officer works a full-time schedule on all days that school is in session, subject to illness, training, court appearances, and vacation entitlements of such SSO. The City reserves the right to direct school safety officer to perform emergency functions off of the campus of the School, but the City shall not exercise said right unless an emergency exists wherein there is imminent danger of bodily injury or death, necessitating the intervention of the SSO. To ensure student safety and uninterrupted coverage, the Chief of Police shall assign a replacement law enforcement officer, on a temporary, as-needed basis, in the event

of any absence of the SSO, for the duration of the period of absence. The Chief of Police or Designee shall advise the School President of the name of any replacement SSO assigned to provide services under this Agreement.

12. **Uniform.** At all material times, the SSO shall wear the City of New Smyrna Beach Officer uniform and assigned equipment as designated by the New Smyrna Beach Police Department. No other clothing is permitted while performing the duties as approved by the City and the School and referenced in this MOU or the appendices attached to this MOU unless specifically authorized by the Chief of Police or designee.

13. **Liability.** The Parties agree that each Party shall be responsible for any economic damages that result from the negligence or intentional acts of such Party or such Party's employees, officers, agents or attorneys. Each party agrees to be fully responsible for its own acts or omissions and its own agents, contractors, servants, employees, licensees, or invitees, and any acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Each Party shall indemnify and save the other Party harmless from and against, and shall reimburse the indemnified Party for, all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments and expenses, whether founded in tort, contract, or otherwise, including attorney's fees and costs for any act or neglect of the indemnifying Party in connection with the respective Party's obligation under this Agreement.

14. **Sovereign Immunity.** The provisions of this MOU are in no event intended to constitute a waiver of, or in any way affect or impinge, the rights, privileges and immunities of any Party provided or arising pursuant to the provisions of Section 768.28, Florida Statutes, as amended from time to time, or any corresponding provisions of law.

15. **Entire Agreement.** This MOU and respective Appendix "A" constitute the entire agreement between the Parties and contains all of the agreements described herein between the Parties with respect to the subject matter contained herein. This MOU supersedes all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this MOU and respective Appendix "A".

16. **Modification of Agreement**. No provision of this MOU may be changed or modified except by written agreement signed by the Parties.

17. **Authority to enter into Agreement.** The Parties acknowledge that, by the signing of this MOU, they have the right, power, legal capacity, and authority to enter into, and perform their respective obligations under this MOU, and no approvals or consents of any persons other than the Parties are necessary in connection with this MOU.

18. **Assignment.** The Parties shall not assign nor transfer their respective obligations under this MOU, but this MOU shall continue in full force and effect notwithstanding the appointment of who may succeed the Chief of Police in office. This MOU shall be binding on the Parties' respective successors.

19. **Severability.** To the extent that any provision of this MOU shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deleted from this MOU, and the validity and enforceability of the remainder of such provision, if any, and of this MOU shall be unaffected.

20. **Venue.** This MOU shall be subject to and governed by the laws of the State of Florida, without regard to that state's conflict of laws principles. Venue for any action to interpret or enforce this MOU or that otherwise arises out of this MOU, shall lie exclusively in the appropriate state court in and for Volusia County, Florida.

21. **Execution in Counterparts.** This MOU may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

22. **Failure to deliver funds.** Notwithstanding any provisions in this MOU to the contrary, if the School does not provide funding to the City to provide services pursuant to this MOU or any appendix contained or referenced, the City may terminate this MOU without incurring any further liability or obligations of the City to the School.

23. **Termination.** Either Party may terminate this MOU, with or without cause, upon sixty (60) days' written notice to the other Party of its desire to terminate this MOU. Any termination of this MOU that results in overpayment to the City will result in the return of funds to the School equal to the proportionate amount of time remaining in the MOU. Any termination of this MOU that results in an underpayment to the City will result in the payment of funds to the City equal to the proportionate amount of time remaining in the MOU.

24. **Notice.** Any notice, request, demand, consent, approval or other communication required or permitted under this Agreement (collectively a "notice") shall be (a) in writing; and (b) personally delivered or mailed by certified or registered U.S. Mail, postage prepaid, return receipt requested, or by a nationally recognized overnight delivery service, such as Federal Express, DHL or UPS, addressed by the sender to the other party at address in the manner set forth below:

If to CITY:
City Manager
210 Sams Avenue
New Smyrna Beach, Florida 32168

With a copy to:
Carrie Avallone, Esq.
City Attorney
210 Sams Avenue.
New Smyrna Beach, FL 32118

If to SCHOOL:
Sacred Heart Catholic School
Attn: Principal, _Elizabeth Labreche
1003 Turnbull St.
New Smyrna Beach, FL 32168

25. **Public Record.** The Parties acknowledge that many of their communications and documentation pertaining to this MOU may contain sensitive security information that is confidential and exempt from public records disclosure requirements in accordance with Section 281.301, Florida Statutes, and Section 119.071(3), Florida Statutes. Each Party acknowledges and agrees that it will comply with all aspects of Florida law relative to this MOU, including, but not limited to, the provisions of Chapters 119 and 281, Florida Statutes, pertaining to security systems / features, personnel schedules, duties, assignments, security personnel numbers, plans, records, and meetings that may be exempt from public access or disclosure.

If the School has questions regarding the application of Chapter 119 and 281, Florida Statutes, to the School's duty to provide public records relating to this MOU, the School shall contact the City Clerk Custodian of Records Sharon Taylor-Harding) at 386-410-2631, staylor-harding@cityof nsb.com City Clerk Office, Attention: Records, 210 Sams, New Smyrna, Florida 32168.

Parties hereto sign this MOU below on the date specified below, but in all events effective on the date of the last signature.

SCARED HEART CATHOLIC SCHOOL, INC., OF VOLUSIA COUNTY, FLORIDA

Rev. John Nizio CSSR

, President

Fred E. Cleveland, Mayor

Dated: _____, 2025

Dated: 6-23-, 2025

Approved as to form:

Efabreche - principal

Education Service Provider

Carrie Avallone, Esq.
City Attorney

Dated: _____, 2025

Dated: 6-23, 2025

Appendix-A

School Safety Officer (SSO)

ESSENTIAL JOB FUNCTIONS:

Below are examples and are intended only as illustration of the various types of work performed in positions allocated to this class. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or logical assignment to the position.

- Serve as a law enforcement officer of the State of Florida as authorized by F.S. 943.13, to include the pursuit, apprehension, and arrest of law violators or suspected law violators.
- To enhance the security, protection, and safety of school personnel, property, students, and visitors at the School and improve the security of school campuses.
- Maintain a presence, and monitor traffic control, during the mornings for student arrival and during the afternoons for student dismissal, assisting as needed.
- To develop and promote positive relationships between students and law enforcement officers.
- To foster a better understanding of law enforcement officers in the community.
- To develop positive concepts of law enforcement.
- To identify and prevent delinquent behavior through counseling and referral.
- To aid and support for victims of crime identified within the school setting, including abused children.
- To develop a better appreciation of citizenship, citizens' rights, obligations, and responsibilities.
- To provide information about crime prevention.
- To enhance knowledge of the fundamental concepts and structure of the law.
- To provide materials and consultative assistance to teachers and parents on various law education topics.
- Perform the assigned law enforcement duties to support the Safe School Program in accordance with the Marjory Stoneman Douglas High School Public Safety

Act including aiding in the prevention or abatement of active assailant incidents on school premises.

- SSO shall participate as a Behavioral Threat Assessment Team Member at all threat assessment meetings located at the school. As a Behavioral Threat Assessment Team member, the SSO may assist the school in gathering information, evaluating facts, and helping to make institutional determinations, such as whether a health or safety emergency exists, and how the school should respond.
- Shall report to the School President or designee immediately, any acts which pose a threat to school safety or any crime which the SSO has direct knowledge of, or later becomes aware of.
- School President or designee and SSO shall work cooperatively to promote a safe and supportive learning environment in the School by protecting students and staff from conduct that poses a threat to school safety.
- The SSO will engage with students in the following ways: before school during student arrival, between class breaks and during lunch periods, after school during student dismissal.
- The SSO shall report to the School President daily. The SSO shall be assigned specifically to the school during all regular school days. If the SSO is called away from the school for a substantial portion of the school day, the SSO shall notify the School President and provide the School President or designee with a means of contacting the SSO or the appropriate law enforcement agency.
- If the SSO witnesses inappropriate or unacceptable activity on campus, they will report the incident to the school administration and as appropriate, take law enforcement action. Both Police Department and school administrative procedures shall be followed. . If arrest is necessary, the SSO will be called to execute proper law enforcement procedure. If possible, the SSO should coordinate arrest and other operational strategies with the School President.
- Should it become necessary for the SSO to conduct a formal law enforcement interview with a student, the School President and parents shall be notified and Florida State Statutes and Police Department policy shall be followed.
- The SSO may attend parent, faculty, and staff meetings, as a part of the school administrative team, and to develop support and cultivate an understanding of the SSO program and to provide education and awareness of the safety and security measures available.
- As determined by the Chief of Police, the SSO shall submit activity reports to be reviewed by the School Principal and the Chief of Police.
- If, in the opinion of the School President, the SSO is no longer effective in his or her role as an SSO, the School President may request the reassignment of the

school resource officer from their duties at school. In such cases, the following procedure should be followed:

A. The School President shall notify the Chief or designee of the concerns and meet with the SSO, and the SSO's direct law enforcement supervisor (Sergeant) and express the concerns and needs of the school. The School President will work collaboratively with the SSO and SSO's law enforcement supervisor to clearly identify in writing the expectations, as well as the SSO's related duties and responsibilities. As appropriate, the SSO's law enforcement supervisor (Sergeant) may implement a written improvement action plan.

B. If, after reasonable review and discussion between the SSO, the SSO's law enforcement supervisor, the Chief of Police and the School President has occurred, and in the opinion of the School President the SSO's effectiveness remains questionable, the School President shall notify the Chief of Police or designee to request the SSO be reassigned from their position at their assigned school.

THE CITY OF NEW SMYRNA BEACH - CAPITAL IMPROVEMENTS PROJECT

CONSIDER THE APPROVAL OF AN AMENDED CONTRACT WITH ALL STATE CIVIL TO INCLUDE THE PHASE 2 SCOPE OF WORK.

July 8, 2025

Background:

On March 25 of 2025, the City awarded a construction contract to All State Civil to construct a 6 Court Pickleball Facility off of Paige Ave, for a total amount of $529,494.00. A Notice to Proceed was issued to All State Civil on June 2, 2025, and construction is currently underway. Utilizing available funds in Park Impact fees the City has determined to include the following additional amenities to the facility: a prefabricated restroom facility, the septic sewer system for the restroom facility, a shade canopy, bike rack, landscaping, and additional miscellaneous items. In May the City Commission approved the purchase of the prefabricated restroom facility. This amendment would allow for the labor, site preparation, groundwork, and installation of the restroom along with associated systems for it.

This Amended Contract will allow All State Civil to complete its work with no significant delay and provide for the seamless installation of the restroom and related components. This amended contract allows for the project to be streamlined through the same contractor, minimizes project risks and conflicts, and ensures consistency in the construction and quality of the project.

Fiscal Analysis:

Original Contract $529,494
Proposal for Phase 2 Scope of Work $178,402.58
Amended Contract Total $707,896.58
The Funds are available in Park Impact Fees and a budget amendment is forthcoming.

Strategic Plan Item:

No

Staff Report Created By: Jesse Kobe

Attachments:

Paige Ave Pickleball Original Construction Contract All State Civil.pdf
NSB Paige Avenue Pickleball Facility Bid Items Phase II rev062025.pdf
Amended Contract.pdf

CONSTRUCTION CONTRACT

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

This Agreement, dated this 2nd day of April, 2025, by and between the **CITY OF NEW SMYRNA BEACH**, hereinafter called the **OWNER**, and All State Civil Construction, Inc. (a corporation organized and existing under the laws of the State of Florida and hereinafter called the **CONTRACTOR,** is awarded as a result of solicitation **ITB 01-25-LS, Paige Avenue Pickleball Facility, Phase 1.**

WITNESSETH: The Owner and the Contractor, for the consideration stated herein, agree as follows:

ARTICLE I: Scope of Work

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to complete the construction of and all appurtenant work thereto, described in the following document, hereby fully incorporated into this Contract:

ITB 01-25-LS, Paige Avenue Pickleball Facility, Phase 1
City of New Smyrna Beach, Florida

All work shall be in strict compliance with the drawings and specifications, including any and all Addenda, and together with all Contract Documents hereinafter enumerated and made a part thereof.

It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished and said work performed and completed subject to the approval of the Owner.

ARTICLE II: Contract Price

The Owner shall pay the Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

$ 529,494.00

Spelled out: Five Hundred Twenty-Nine Thousand, Four Hundred Ninety-Four Dollars and Zero Cents

Payment will be made in accordance to the awarded bid proposal and the above negotiated agreed upon Contract Price. Change orders, including additions and deductions, must be approved in writing by the Owner. Any change, where the Contractor has materially deviated from the proposed design shall be borne by the Contractor unless such deviation is agreed to in writing by Owner.

ARTICLE III: Contract Time

The Contractor agrees to commence work within **Ten (10) CALENDAR DAYS** after the date of

Contractor's Initials: _____
Construction Contract, Rev. 09/24

the Notice to Proceed letter and shall achieve Substantial Completion within One Hundred Fifty **(150)** consecutive calendar days thereafter. The Contractor shall have an additional thirty (30) consecutive calendar days from the date of Substantial Completion to achieve Final Completion.

ARTICLE IV: Inspection by Contractor

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with same; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all the proposed work and for having satisfied himself as to the character of the route, the location, surface and under-ground obstructions and nature thereof, the nature of the groundwater conditions and other physical characteristics of the work and work area in order that he may include in the prices which he has bid and the prices of the Contract, all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the Contract prices herein agreed upon, and that this Contract price is based upon these inspections and examination.

ARTICLE V: Liquidated Damages

If the work is not completed within the time specified in Article III of this Contract, the Contractor shall pay the Owner, as liquidated damages, the sum of **ONE HUNDRED FIFTY DOLLARS ($150)** for each consecutive calendar day thereafter until the work is completed, and as outlined in the Supplemental General Conditions.

ARTICLE VI: Right to Require Performance

The failure of the City at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same or be considered a waiver of such provision, nor shall a waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ARTICLE VII: Component Parts of the Contract

This Contract consists of the following Contract Documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

- City Advertised Bid to include Addendums, Drawings, and Construction Specifications
- Awarded Bid Proposal with Bid Bond

The Contractor must provide the following documents within fourteen (14) days upon acceptance of the bid by City Commission. All of which are familiar to the Contractor and are component parts of the contract.

- Certificate of Insurance
- Performance/Payment Bond

Upon completion of the project, the Contractor shall provide the Owner with the Warranty of Title.

ARTICLE VIII: Severability

Should any term, covenant, condition, provision or sentence or part thereof of this Contract, including all Contract Documents which comprise the entire agreement, be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms and provisions shall nevertheless remain in full force and effect.

ARTICLE IX: Force Majeure

No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

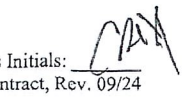
a) Acts of God
b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)
c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest
d) Government order or law
e) Actions, embargoes or blockades in effect on or after the date of this Agreement
f) Action by any governmental authority
g) National or regional emergency
h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and
i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement

ARTICLE X: Human Trafficking

This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit.

Contractor's Initials: 

ARTICLE XI: Construction

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

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

Attest	All State Civil Construction Inc.
Authorized Signature	*Authorized Signature*
MICHAEL ANDERSON, TREASURER *Print Name and Title*	Chris McGregor President *Print Name and Title*
Address: 1301 BEVILLE RD, #16 DAYTONA BEACH, FL 32119	Address: 1301 Beville Road, #16 Daytona Beach, Florida 32119
3-4-25 *Date*	3/4/2025 *Date*

ATTEST	CITY OF NEW SMYRNA BEACH
Sharon Taylor-Harding Sharon Taylor-Harding, Interim City Clerk	Fred E. Cleveland, Mayor
	Date: March 27, 2025

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

Carrie Avallone
Carrie Avallone, City Attorney

Date: 4/2/2024

Approved by the City Commission of the City of New Smyrna Beach at a meeting held on this 25 day of March, 2025 under Agenda Item No. 5949.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/31/2025

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

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

PRODUCER	CONTACT NAME: Crystal Pounders	
Kelly White & Associates Insurance, LLC 1622 Hickman Road Jacksonville FL 32216	PHONE (A/C, No, Ext): 904-880-8881	FAX (A/C, No):
	E-MAIL ADDRESS: crystal@kwhiteinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Obsidian Specialty Insurance Company	
INSURED All-State Civil Construction, Inc. 3602 Socha Way Port Orange FL 32129	INSURER B : AmGUARD Insurance Company	
	INSURER C : Mesa Underwriters Specialty Insurance Company	
	INSURER D : Manufacturers Alliance Insurance Co	
	INSURER E : AGCS Marine Insurance Company	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** ALL-25033111334387 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		PYC-GL-000005137-00	02/21/2025	02/21/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			ALAU596805	07/31/2024	07/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			MX0083001002232	02/21/2025	02/21/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		1441534Y	02/16/2025	02/16/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Rented and Leased Equipment			MXI9307982455370	03/10/2025	03/10/2026	Each Item Per Occurance	150,000 150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of New Smynra Beach is listed as Additional Insured for General Liability as required per written contract.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Kelly White & Associates Insurance, LLC	All-State Civil Construction, Inc.
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE: 3/31/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Excludes Airport work, exterior work on building over 7 stories, New Residential Construction involving Condominiums, townhomes or single family tract homes (unless insured is a subcontract).

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Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of New Smyrna Beach ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: All State Civil Construction, Inc.

Authorized Signature: _____ Date: 2-14-25

Printed Name: Michael Anderson

Title: Treasurer

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 14 day of February, 2025, by Michael Anderson, as Treasurer on behalf of the company/corporation. They ☑ are personally known to me or ☐ have produced _____ as identification.

Notary Public State of Florida
Laura Camila Benavides
My Commission HH 461295
Expires 11/5/2027

Signature of Notary Public

Name of Notary Typed, Printed or Stamped
My Commission Expires: 11/5/2027

Notary Public State of Florida
Laura Camila Benavides
Commission HH 461295
Expires 11/5/2027

Notary Public State of Florida
Laura Camila Benavides
My Com... HH 461295
Ex... 11-5/2027

All State Civil Construction, Inc.
1301 Beville road, #16
Daytona Beach, FL 32119
386-256-2721

CITY OF NEW SMYRNA BEACH
PAIGE AVENUE PICKLEBALL FACILITY PHASE II
COST PROPOSAL

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
A.	***GENERAL CONDITIONS***				
1	**Mobilization/Demobilization**	1	LS	$ 8,837.77	$ 8,837.77
				Subtotal 'A'	**$ 8,837.77**
B.	***SITE PREPARATION***				
2	**Clearing, Grubbing, Soil and Erosion Control**	1	LS	$ 2,142.86	$ 2,142.86
				Subtotal 'B'	**$ 2,142.86**
C.	***BUILDINGS / STRUCTURES***				
3	**Install Prefabricated Restroom Building/Shade Canopy**	1	LS	$ 85,130.28	$ 85,130.28
				Subtotal 'C'	**$ 85,130.28**
D.	***UTILITIES***				
4	**Furnish and Install Septic System**	1	LS	$ 64,266.67	$ 64,266.67
				Subtotal 'C'	**$ 64,266.67**
E.	***LANDSCAPING***				
5	**Furnish and Install Sod**	1	LS	$ 4,875.00	$ 4,875.00
				Subtotal 'G'	**$ 4,875.00**
F.	***MISCELLANEOUS***				
6	**As-Built Drawings**	1	LS	$ 6,250.00	$ 6,250.00
7	**Boundary Fencing**	1	LS	$ 4,500.00	$ 4,500.00
8	**Bike Rack**	1	LS	$ 2,400.00	$ 2,400.00
				Subtotal 'I'	**$ 13,150.00**
	Total Estimated Construction Cost	***$178,402.58***			

AMENDED CONSTRUCTION CONTRACT

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

This Amended Agreement, dated this day of _ _ _ _ _ _, 2025, by and between the **CITY OF NEW SMYRNA BEACH**, hereinafter called the **OWNER**, and All State Civil Inc. (a corporation organized and existing under the laws of the State of Florida and hereinafter called the **CONTRACTOR,** is awarded as a result of solicitation **ITB 01-25-LS, Paige Pickleball Facility**, and for a subsequent change to add additional related services.

WITNESSETH: The Owner and the Contractor, for the consideration stated herein, agree as follows:

ARTICLE I: Scope of Work

Under the original Construction Contract, the Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to complete the construction of and all appurtenant work thereto, described in the following document, hereby fully incorporated into this Contract:

ITB 01-25-LS, Paige Avenue Pickleball Facility, Phase 1
City of New Smyrna Beach, Florida

For a total cost of $529,494.00. All work shall be in strict compliance with the drawings and specifications, including any and all Addenda, and together with all Contract Documents hereinafter enumerated and made a part thereof.

It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished and said work performed and completed subject to the approval of the Owner.

The original Contract is hereby amended to incorporate **Phase 2** for interrelated services necessary for a required restroom facility, to include site preparation, the installation of a prefabricated restroom facility/shade canopy, installation of a septic system, sod, bicycle rack, and as-built drawings, for an additional cost of $178,402.58

ARTICLE II: Amended Contract Price

The Owner shall pay the Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

$707,896.58

Spelled out: Seven Hundred Seven Thousand, Eight Hundred Ninety Six Dollar

Payment will be made in accordance to the awarded bid proposal and amendment, and the above negotiated agreed upon Amended Contract Price. Change orders, including additions and deductions, must be approved in writing by the Owner. Any change, where the Contractor has materially deviated from the proposed design shall be borne by the Contractor unless such deviation is agreed to in writing

by Owner.

ARTICLE III: Contract Time

The Contractor agrees to commence work for Phase 1 within **Ten (10) CALENDAR DAYS** after the date of the Notice to Proceed letter and shall achieve Substantial Completion within **One Hundred Fifty (150)** consecutive calendar days thereafter. With the inclusion of Phase 2 Scope of Work, the Contractor shall have an additional **Forty-Five (45)** consecutive calendar days for a total of **One Hundred Ninety Five (195)** calendar days to reach substantial completion. The Contractor shall have an additional thirty (30) consecutive calendar days from the date of Substantial Completion to achieve Final Completion.

ARTICLE IV: Inspection by Contractor

The undersigned Contractor agrees that he has carefully inspected all Contract Documents, including all Amendments, and is familiar with same; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all the proposed work and for having satisfied himself as to the character of the route, the location, surface and under-ground obstructions and nature thereof, the nature of the groundwater conditions and other physical characteristics of the work and work area in order that he may include in the prices which he has bid and the prices of the Amended Contract, all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the Amended Contract prices herein agreed upon, and that this Amended Contract price is based upon these inspections and examination.

ARTICLE V: Liquidated Damages

If the work is not completed within the time specified in Article III of this Amended Contract, the Contractor shall pay the Owner, as liquidated damages, the sum of **ONE HUNDRED FIFTY DOLLARS ($150)** for each consecutive calendar day thereafter until the work is completed, and as outlined in the Supplemental General Conditions.

ARTICLE VI: Right to Require Performance

The failure of the City at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same or be considered a waiver of such provision, nor shall a waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ARTICLE VII: Component Parts of the Contract

This Amended Contract consists of the following Contract Documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

- City Advertised Bid with Addendums, Construction Specifications, and Drawings
- Awarded Bid Proposal with Bond
- Additional Design Documents for Phase II

The Contractor must provide the following documents within fourteen (14) days upon acceptance of the bid by City Commission. All of which are familiar to the Contractor and are component parts of the contract.

- Certificate of Insurance
- Performance/Payment Bond (*Amended Performance/Payment Bond shall be provided within 10 days of approval of the Amended Contract)

Upon completion of the project, the Contractor shall provide the Owner with the Warranty of Title.

ARTICLE VIII: Severability

Should any term, covenant, condition, provision or sentence or part thereof of this Amended Contract, including all Contract Documents and Design Documents for Phase II which comprise the entire agreement, be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms and provisions shall nevertheless remain in full force and effect.

ARTICLE IX: Force Majeure

No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God
b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)
c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest
d) Government order or law
e) Actions, embargoes or blockades in effect on or after the date of this Agreement
f) Action by any governmental authority
g) National or regional emergency
h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and
i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement

ARTICLE X: Human Trafficking

This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of

the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit.

ARTICLE XI: Construction

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

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

Attest	**Vendor Name**
_____	_____
Authorized Signature	*Authorized Signature*
_____	_____
Print Name and Title	*Print Name and Title*
_____	_____
Address	*Address*
_____	_____
City, State, Zip	*City, State, Zip*
_____	_____
Date	*Date*

ATTEST	**CITY OF NEW SMYRNA BEACH**
_____	_____
Sharon Taylor-Harding, Interim City Clerk	Fred E. Cleveland, Mayor
	Date: _____

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

_____
Carrie Avallone, City Attorney

Date: _____

Approved by the City Commission of the City of New Smyrna Beach at a meeting held on this ___ day of _____, 2025 under Agenda Item No._____.

THE CITY OF NEW SMYRNA BEACH - CAPITAL IMPROVEMENTS PROJECT

CONSIDER THE APPROVAL OF THE AWARD OF ITB-05-25-CIP TO GREGORI CONSTRUCTION FOR THE CONSTRUCTION OF 27TH AVE BOARDWALK & RAMP REPLACEMENT.

July 8, 2025

Background:

The 27th Ave Boardwalk and ADA Access Beach Ramp were damaged during Hurricane Nicole. In October of 2023, the City approved Dredging & Marine Consultants (DMC) for the engineering and construction inspection services for the repair of the boardwalk and replacement of the ADA Access Beach Ramp. This project was advertised for construction May 6-June 10, with the bids being opened on June 11th. Seven bids were submitted. After careful review of the bid tabulations and reference checks, DMC, has recommended, with City staff agreement, the contract to be awarded to Gregori Construction as the qualified, lowest, responsive, and responsible bidder meeting the needs of the city and the construction of this project.

The lowest bidder was not recommended based upon the criteria under General Conditions Section 4.16 of the bid advertisement in determining responsibility because City staff determined the lowest bidder did not meet A- skill to provide the goods or perform the service, B- Reputation, E-Quality Control Program.

4.16. Determining Responsibility

The determination as to whether a Bidder is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation.

The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete projects timely, whose investigations show bidder is not in a position to perform the contract.

In determining responsibility, the following qualifications, in addition to price, may be considered:

A. The Bidder's ability, capacity, and skill to provide the goods or to perform the service within the time specified;

B. The character, integrity, reputation, judgement, experience and efficiency of the Bidder;

C. The quality of performance of previous contracts or services including previous

performance with the City;

D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;

E. Quality Control Program.

F. Contract claims, litigation filed against the Bidder or filed by the Bidder for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.

G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,

H. Whether the Bidder is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Bidder's taxes or assessments are delinquent.

I. Such other information as may be relevant or secured

Fiscal Analysis:
The project cost is $590,530
Funds for this project are available in Fund 302 Capital Outlay.

Strategic Plan Item:
No

Staff Report Created By: Jesse Kobe

Attachments:

1 ITB 05-25-CIP 27TH AVENUE BOARDWALK AND RAMP REPLACEMENT W ATTACHMENTS.pdf
Evaluation Tabulation.pdf
Gregori Proposal.pdf
City of New Smyrna Beach_27th Ave Contract_signed.pdf
Letter of Recommendation 6-20-2025.pdf

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

https://www.cityofnsb.com/

ITB 05-25-CIP

27TH AVENUE BOARDWALK AND RAMP REPLACEMENT

RELEASE DATE: May 6, 2025
DEADLINE FOR QUESTIONS: May 22, 2025
RESPONSE DEADLINE: June 10, 2025, 5:00 pm

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

City of New Smyrna Beach

ITB 05-25-CIP

27TH Avenue Boardwalk and Ramp Replacement

I. Public Notice .....
II. Introduction .....
III. General Definitions .....
IV. General Conditions.....
V. Project Specific.....
VI. Total Bid Proposal .....
VII. Contractor Specific.....
VIII. Terms and Conditions .....
IX. Federal Conditions .....
X. Insurance Requirements .....
XI. Required Requirements .....

Attachments:

A - Public Records
B - Draft Contract
C - 27th Avenue 100 S&S Plans
D - 27th Avenue Technical Specifications
E - 2312008 01-31-2024
F - Bond Forms
G - Executive Order
H - Federal Provisions
I - Required Documentation and City Forms

I. Public Notice

I.A Public Notice

05-25-CIP

27TH Avenue Boardwalk and Ramp Replacement

The City of New Smyrna Beach, Florida (hereinafter referred to as "the City") is seeking electronically sealed bids from qualified General Contractors, registered in the State of Florida, to reconstruct the 27TH Avenue Boardwalk and Ramp Replacement located approximately 293 feet to 590 feet south of the Department of Environmental Protection's reference monument R-176 in Volusia County. Project address is 3701 South Atlantic Avenue, New Smyrna Beach, Florida 32169.

The existing boardwalk and ramp sustained major damage during Hurricane Ian and Hurricane Nicole and is currently not open to the public. This is a turn-key project that will be partially funded by FEMA and as such shall comply with all FEMA requirements.

All state and federal requirements contained herein are applicable to both the contractor and subcontractor. The following Federal Requirements are supplemental to the City Advertised Bid. Where there is conflict, these Federal Requirements prevail unless the Terms and Conditions in the bid document are stricter.

Bid documents are available through the City's eProcurement Portal at https://procurement.opengov.com/portal/cityofnsb.

All required documents shall be completed and submitted through the City's eProcurement Portal.

End of Advertisement

Publish: Tuesday, May 6, 2025
Daytona News Journal
OpenGov: https://procurement.opengov.com/portal/cityofnsb?status=all

II. Introduction

Thank you in advance for your interest in doing business with the City of New Smyrna Beach.

If you are interested in preparing a response to this solicitation, please read the bid package in its entirety prior to submitting a bid response. Your response is considered a binding offer to perform in the manner described in the bid response and shall remain a firm offer for a period of sixty (60) days from public opening.

All Bidders are advised that under Chapter 119, Florida Statutes, all responses to this solicitation are deemed a public record and are open to the public as provided for in said Statute.

The successful Bidder(s) must demonstrate in their submittal to be the lowest, most responsible and responsive Bidder which best meets the specifications and serves the overall needs of the city. Bids should be prepared in accordance with the instructions herein and all bid prices are rechecked thoroughly. Failure to provide the response in the manner prescribed herein may be grounds for disqualification of the submittal. The city reserves the right to waive any and all technicalities, formalities and to reject any or all bid submittals or to re-advertise for bid submittals for these commodities/services. The city may withdraw all or part of this ITB at any time to protect the interests of the city.

The awarded Contractor must be registered with the Florida Department of State and licensed to do business in the State of Florida.

II.A Summary

The City of New Smyrna Beach, Florida (hereinafter referred to as "the City") is seeking electronically sealed bids from qualified General Contractors, registered in the State of Florida, to reconstruct the 27TH Avenue Boardwalk and Ramp Replacement located approximately 293 feet to 590 feet south of the Department of Environmental Protection's reference monument R-176 in Volusia County. Project address is 3701 South Atlantic Avenue, New Smyrna Beach, Florida 32169.

The existing boardwalk and ramp sustained major damage during Hurricane Ian and Hurricane Nicole. Permit VO-1474 was issued on May 27, 2022, to authorize replacement of approximately 80 linear feet of timber ramp providing ADA-compliant pedestrian access to the beach from the 27th Avenue Beachside Park, owned and operated by the City of New Smyrna Beach.

The lower portion of the structure was heavily damaged, and the entire structure is unusable and currently closed to the public. The entire structure will be replaced with a new timber structure utilizing flow-through decking. The new structure will not extend any further waterward than the existing structures currently does and will not result in an increase of the footprint area over the existing structure prior to its being damaged.

This is a turn-key project that will be partially funded by FEMA and as such shall comply with all FEMA requirements.

All state and federal requirements contained herein are applicable to both the contractor and subcontractor. The following Federal Requirements are supplemental to the City Advertised Bid. Where there is conflict, these Federal Requirements prevail unless the Terms and Conditions in the bid document are stricter.

II.B Background

The City serves an area of 41.6 square miles in size and serves a population of approximately 33,402. It is located off of Florida’s East Coast, in the County of Volusia, just north of Cape

Canaveral with easy access to both Interstate 95 and Interstate 4. The City's fiscal year begins on October 1st and ends on September 30th.

The City was created in 1887 by adoption of its first charter, which was replaced 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. The City Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission-appointed City Manager.

More detailed information on the government and can be found in City of New Smyrna's Comprehensive Annual Financial Report (CAFR). This report may be viewed on https://www.cityofnsb.com/105/Financial-Reports.

II.C Contact Information

Janet Vivian
Purchasing Agent
210 Sams Avenue
New Smyrna Beach, FL 32168
Email: jvivian@cityofnsb.com
Phone: (386) 410-2600 Ext: 2654
Department:
Purchasing

II.D Timeline

All dates are tentative. The City reserves the right to change scheduled dates.

Issue Invitation to Bid Notice	May 6, 2025
Pre-Bid Meeting (Non-Mandatory)	May 15, 2025, 11:00am Virtual Microsoft Teams Meeting: A link to join the meeting is provided in Section III. DD. or call in (audit only): 786-636-1338 Phone conference ID: 979 613 234#
Deadline for Written Questions	May 22, 2025, 5:00pm
Bid Due Date	June 10, 2025, 5:00pm

Bid Opening	June 11, 2025, 9:00am Virtual Microsoft Teams Meeting: A link to join the meeting is provided on the city website. or call in (audit only): 786-636-1338 Phone id: 257 180 496#
Recommendation to the Commission	July 8, 2025

III. General Definitions

The following is a list of definitions for common purchasing terms. These terms are defined to provide a common understanding. Terms "Consultant", "Contractor", "Company", "Firm", "Corporation", "Business", "Proposer," "Respondent", and/or "Vendor," are used interchangeably within solicitations and are in reference to the person or entity submitting a response to a solicitation.

A complete, comprehensive reference guide for public purchasing terms and concepts can be found on the National Institute Government Purchasing (NIGP) website.

III.A Definitions

Agreement: An understanding, usually in writing, between two or more competent parties, under which one party agrees to certain performance as defined in the agreement and the second party agrees to compensation for the performance rendered in accordance with the conditions of the agreement. Agreements and contracts are sometimes used synonymously.

Bid: A quotation of price for commodity or service in response to an invitation to offer a price for commodity or service. These quotations may be formal or informal as defined herein.

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

City: City of New Smyrna Beach.

Claims and Notices: A notice is defined to be information rendered by either party to the other upon a condition becoming known pursuant to the following requirements. All claims, requests, substitutions, changes, notices, delays, and all other forms of notices or claims by the Contractor to the Owner must be in writing and promptly presented to the City Manager or designee. If none is so made, it is irrefutably presumed not to have been given by the contractor to the Owner.

Competitive Sealed Bids: The receipt of one or more sealed bids or proposals submitted by responsive and qualified bidders or offerors.

Construction: The process of utilizing labor to build, alter, repair, improve, or demolish any structure, building or public improvement; generally, does not apply to routine maintenance, repair, or operation of existing real property.

Consultant: A person or company that possesses unique qualifications that allow them to perform specialized advisory services usually for a fee.

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

Contractor: A person or firm who contracts to sell commodities or contractual services to the City.

Debarment: 1. Prohibits a seller or contractor from bidding on future requirements for cause for a certain period of time. 2. A sanction brought against a seller whereby they may not engage in future procurement actions. 3. To exclude or shut out of future solicitations and contracting opportunities.

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

Engineer: For this project, reference to the Engineer shall refer to City Engineer, Tuan Huynh or his designee.

Evaluation Committee: A committee established to conduct an evaluation of proposals, interviews, and negotiations during the solicitation process for a specific product or service. Usually composed of representatives from the functional area identified in the solicitation. May also be described as a Review Committee.

Firm: A partnership or business unit of two or more persons not recognized as a corporation.

Formal Bid: A written quotation of price for a commodity or service submitted in response to a written invitation or legal advertisement to offer a price for said commodity or service. Such quotations are submitted in a sealed envelope and opened at a specified time and place. Also known as a Solicitation.

Informality or Waiver: The act of disregarding minor informalities, errors, or technical nonconformance in the bid or proposal that will not adversely affect the competition or prejudice one bidder in favor of another.

Owner: City of New Smyrna Beach

Professional Services: Services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice. Florida Statute 287.055.

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

Protest: A written objection by an interested party to a solicitation or award of a contract with the intention of receiving a remedial result.

Request for Proposals/Qualifications: A written request for proposals or qualifications from interested vendors and service providers that may or may not ask for pricing information. Also known as an RFP or RFQ.

Specifications: A clear, complete, and accurate statement of the technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements have been met.

Subcontractor: Any person, firm or corporation other than the Contractor supplying material or labor for work at the site of the project. Such person or firm has contractual relations with the Contractor, but not with the Owner.

Sunbiz: Sunbiz.org is a web site for companies to register to transact business in the State of Florida. It is run by the Florida Department of State, Division of Corporations.

Sunshine Law: A law that requires public disclosure of a government act. Laws that require state and local agencies to conduct their business in the sunshine. In 1992, Florida voters reaffirmed the right to open government by approving an amendment adoption Article 1, [section] 24(6) of the Florida Constitution, which "grant[ed] constitutional status to the public's right of access to all levels of government." Many other states have also adopted similar laws. Public officials have a duty to conduct meetings in the sunshine. They also have a duty to protect the trade secrets of the suppliers with whom they do business.

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

Vendor: A person or entity that provides goods and/or services, usually for low-cost, low-risk, and short-term engagements.

IV. General Conditions

IV.A Acceptance of Conditions

Within ninety (90) days after the opening of the bids, the City shall accept one of the bids or shall act in accordance with Information for Bidders Right to accept and reject Bids. Bids shall be awarded in accordance with the Federal, State and Local regulations. The project shall be awarded to the lowest, most responsive, and responsible bidder whose bid meets the specifications. Before an award of the contract, the City reserves the right to request additional information to clarify a bid submittal.

IV.B Ambiguity, Conflict, or Other Errors

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or any other errors in this document, the bidder shall immediately notify the Purchasing Agent, noted herein, of such error in writing and request a modification or clarification of the document. The Purchasing Agent shall make modifications by issuing an addendum and shall post to the City's e-Procurement portal

and give written notice to all parties who have received this document. No interpretation shall be considered binding unless provided in writing by the City of New Smyrna Beach.

The bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this document prior to submitting a response or it shall be waived.

IV.C Americans with Disabilities Act

Persons with disabilities needing special accommodation at public meetings should contact the Purchasing Department at 386-410-2654, no later than seven (7) days prior to the appropriate date on which the accommodation is requested.

IV.D Assignment

The Bidder shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City.

IV.E Bid Bond

The bid response shall be accompanied by a Bid Security of no less than ten (10%) percent of the amount of the Bid Proposal. Failure of the Bidder to supply same, in the amount and type required, shall automatically render the Bidder as non-responsive resulting in the disqualification from further consideration of their bid response.

The Bid Security Bond shall be submitted in the form of a Bid Bond in the amount of ten (10%) percent of the total Bid price, made payable to the City of New Smyrna Beach, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.

The surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com.

In lieu of a Bid Bond, the Bidder may submit cash (U.S. currency only), money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of ten (10%) percent of the total Bid price. Money orders and checks must be made payable to the City of New Smyrna Beach.

The terms of the ITB Security Bond shall be:

A. The Bidder shall enter into an agreement if awarded to the Bidder;

B. The surety (or alternate form of security forfeit) shall be responsible for the costs resulting from the failure of the Bidder to enter into an Agreement if awarded to the Bidder; including the increased costs associated with awarding to the next most responsive, responsible Bidder and costs associated with conducting the Bid process and letting the agreement;

C. To promptly enter into an agreement to perform the work and furnish the required Performance and Payment Bond, if applicable; and

D. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received as bid security bond into an interest-bearing account, shall be retained by the City.

A copy of the bid bond must be uploaded with the proposal response in the form of a Bid bond, certified funds or an irrevocable letter of credit in a sum equal to the amount of ten (10%) percent of the amount of the bid proposal. The contractor shall guarantee the total proposal price for a period of 90 days from the date of the proposal opening.

If the contractor selects to submit a cashiers' check or cash bond it must be received by the City no later than 5:00 pm on Tuesday, June 10, 2025. Please submit in a sealed envelope to the following address:

City of New Smyrna Beach

210 Sam's Avenue

New Smyrna Beach, Florida 32168

Attention: Purchasing Department

Return of Bid Security Bond: As soon as the bid responses have been evaluated, the City may, at its sole discretion, return or release the bid security bonds accompanying such bid responses, which in its sole judgment, would not likely be considered for award. All other Bid Security Bonds will be held until award of this project and the agreement has been executed by the successful Bidder; after which any remaining Bid Security Bonds will be returned to the respective Bidders. It shall be the sole responsibility of the Bidder to request in writing from the City the return of the Bid Security Bond or alternative form of security used. Bid Security Bond or alternative form of security used shall not be returned unless requested by the Bidder in writing.

IV.F Bid Opening

Electronic bids will remain sealed until the time of the opening listed in the Timeline of Section II.D of this document. Through Microsoft Teams, the received bids will be publicly opened, and the Bidders' names read aloud at that time. It is important to note that this is public meeting, and the meeting will be recorded.

Bidders may contact the City's Purchasing Agent to obtain information to view the live bid opening. No discussion of the proposals will occur at this time.

IV.G Cancellation

The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.

IV.H Certification of Independent Price Determination

By submission of a response, the Bidder certifies that in connection with this bid submittal:

A. The pricing and/or fees associated with this bid submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted on this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.

C. No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

IV.I City's Rights

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

Any bid may be rejected which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for, or which does not contain prices set opposite to each of the several items in the bid form, or in which any of the prices are obviously unbalanced, or which shall in any manner fail to conform to the conditions of the published notice inviting bids.

The City also reserves the right to award a contract based on experience and qualifications or to award only a portion of the services specified, if deemed to be in the City's best interest.

IV.J Collusion

More than one (1) bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

The Bidder, by affixing its signature to a submitted bid, certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation submitting making a bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

IV.K Completeness and Compliance

Submitted Bids shall contain the information as required in this solicitation. Failure to submit the required information, or bids that are incomplete and/or lack key information, may be rejected by the City.

All items contained in the bid must be in total compliance with the specifications of this solicitation. Alternate bids will not be considered unless specifically called for in this solicitation. Bidders' attention is specifically called to the terms, conditions, and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to the extent that you confirm acceptance by your electronic submission.

By submitting a bid response, the Bidder certifies that the Bidder has fully read and understands this solicitation document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

IV.L Contract

The City shall evaluate the received submittals prior to execution of contract or submittal of a recommendation of contract or agreement to the City Commission.

A contract resulting from this solicitation shall be subject to the terms and conditions set forth in a standard City agreement. The City reserves the right to include in any contract document such terms and conditions as it deems necessary for the proper protection of the rights of the City. The City shall not be obligated to sign any contracts, maintenance and/or service agreements, or other documents supplied by the bidder.

The successful Bidder shall execute and return the agreement to the City, within fourteen (14) days after receipt. Component Parts of the Contract are outlined in the draft contract, which is available as an attachment to this solicitation.

In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.

In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the Bidder.

Failure on the part of the successful Bidder to execute an Agreement(s) as required will be just cause for the rescindment of the award. In this event, the Bidder shall forfeit his bid guarantee to the City in the manner previously described herein. The award may then be made to the next lowest most responsive and responsible bidder, or the City may opt to re-advertise the work if found to be in its overall best interest.

In the event of a conflict in the interpretation of the Contract or the terms of the Contract, the interpretation most favorable to the Owner shall prevail.

IV.M Cone of Silence/Lobbying

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Commission Member, the City Manager, any requesting or evaluating Department/Division/Office Personnel, concerning an active solicitation during the black-out period.

A lobbying black-out period commences upon the issuance of this solicitation document.

If a recommendation to award is presented to City Commission for approval or for a request to provide authorization to negotiate a contract and the City Commission refers the item back to the City Manager, Procurement Department and/or the requesting Department for further review or otherwise and does not take action on the item, the cone of silence/lobbying black-out period will be reinstated until such time as the City Commission meets to consider the item for action.

Bidders, proposers, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Commission member, the City Manager, City Staff, and/or any member of the evaluation committee concerning an active solicitation during the cone of silence/lobbying black-out period.

IV.N Conflict of Interest

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their proposal the name of any officer, director, partner, proprietor, associate, or agent who is also an officer or employee of the City or any of its agencies. Further, all Bidders must disclose the name of any officer or employee of the City who owns, directly or indirectly, any interest in the Offeror's firm or any of its branches or affiliate companies.

IV.O Cost of Submittal

The Bidder understands that any and all costs related to the submittal of a proposal is considered an operational cost to the Bidder and shall not be passed on to or be borne by the City. By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the City shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

IV.P Determining Responsibility

The determination as to whether a Bidder is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation.

The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete projects timely, whose investigations show bidder is not in a position to perform the contract.

In determining responsibility, the following qualifications, in addition to price, may be considered:

A. The Bidder's ability, capacity, and skill to provide the goods or to perform the service within the time specified;

B. The character, integrity, reputation, judgement, experience and efficiency of the Bidder;

C. The quality of performance of previous contracts or services including previous performance with the City;

D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;

E. Quality Control Program.

F. Contract claims, litigation filed against the Bidder or filed by the Bidder for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.

G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,

H. Whether the Bidder is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Bidder's taxes or assessments are delinquent.

I. Such other information as may be relevant or secured.

IV.Q Due Date

Electronic bids shall be received prior to 5:00 pm on Tuesday, June 10, 2025 via the City's e-Procurement Portal.

Submittals will not be permitted or accepted after this date and time. There is no expressed or implied obligation for the City of New Smyrna Beach to reimburse responding bidders for any expenses incurred in preparing a response to this solicitation.

Contact OpenGov technical support at support@opengov.com if technical difficulties arise during bid submission.

Received bids are subject to the conditions specified herein and on any attached sheets, specifications, special conditions, or vendor notes.

The City is not responsible for the failure of a Bidder or the Bidder's agent to submit responses in a timely manner. Bid submittals by email, telephone or fax shall be rejected as non-responsive.

IV.R Evaluation of Bids

If a recommendation of an award is made, it shall be made to the most responsive and responsible bidder whose bids are determined to be the most advantageous to the City, taking into consideration the evaluation factors set forth herein.

The successful bidder must be registered on Sunbiz and licensed to do business in the State of Florida.

IV.S Federal and State Tax

In accordance with Section 607.150 of the Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.150, prior to entering into a Contract with the City.

IV.T Governing Law/Jurisdiction

The interpretation, effect, and validity of any contract resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. In the event that a suit is brought for the enforcement of any term of the contract, venue of any court action shall be in Volusia County, Florida.

IV.U Immigration Reform and Control Act

Bidder acknowledges, and without exception or stipulation, any bidder 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 bidder 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.

IV.V Inquiries

To ensure fair consideration for all parties, the city prohibits communication to or with any department, division, employee, or city representative from the issuance date of this solicitation until the City's final action. Unauthorized contact regarding this solicitation with any employee, and/or elected city officials of the City of New Smyrna Beach other than purchasing may result in disqualification from this procurement process of the contacting individual/firm submittal.

All questions related to this solicitation shall be submitted in writing via the OpenGov Question/Answer Tab via the City's e-Procurement portal, on or before 5:00 pm on Thursday, May 22, 2025. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

When asking questions, be sure to enter each question separately.

Bidders must clearly understand that the only official answer or position of the City shall be the one stated in writing by the City.

All responses to questions will be in the form of an addendum that will be posted on OpenGov. Bidders are required to acknowledge receipt of the posted addendums, if any, by signing a posted addendum and submitting a signed copy with a submitted bid.

It is the responsibility of the prospective respondents to check OpenGov for addendum(s) and other important information pertaining to this solicitation. The City reserves the right to make a written request for additional information from a Contractor/Vendor to assist in understanding or clarifying a Bid Proposal. The responses are to be provided in writing.

The City is not responsible for the content of any public solicitation package received through any 3rd party bid service or any source not listed above. It is the sole responsibility of the contractor to ensure the completeness of the documents received from any 3rd party. The City is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from our or any website.

IV.W Joint Ventures

Bidders that are intending to submit a bid as a joint venture are required to have filed proper documents with the Division of Corporations, and/or any other State or local licensing agency prior to submitting a bid. Please refer to Section 489.119 Florida Statutes.

Joint venture bidders must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation for the project or services outlined herein.

IV.X Judgements/Legal Findings

By submitting a bid for consideration, the bidder affirms that they currently have no judgements or other legal findings nor have any pending judgements or other legal findings against the company or any of its executives, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this solicitation. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the City.

IV.Y Legal Requirements

Federal, State, County and local laws, ordinances, rules, and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the bidder will in no way be cause for relief from responsibility.

IV.Z Liability

The City of New Smyrna Beach assumes no responsibility for the cost of preparing a response to this solicitation. The awarded bidder shall hold and save the City of New Smyrna Beach, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a contract which may result from award of this solicitation.

Neither party shall be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, acts of nature and similar occurrences making performance impossible or illegal.

The bidder shall hold and save the City of New Smyrna Beach, its officers, agents, and employees harmless against claims by third parties resulting from the bidder's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges, and benefits of sovereign immunity.

IV.AA Method of Source Selection

The City of New Smyrna Beach is using the competitive sealed bid methodology of source selection for this procurement, as authorized by the City Purchasing Policy.

IV.BB On-line Provider Disclaimer

The City of New Smyrna Beach is the official source to obtain information relating to the City solicitations.

All documents regarding this solicitation are posted utilizing an online bid management system, OpenGov. There is no charge to register with OpenGov and/or to participate in the solicitation process.

It is recommended that bidders register and maintain their registration with OpenGov at www.OpenGov.com. This is a third-party provider that provides a platform to communicate solicitation information to the Public. OpenGov does not represent the City nor does communications through this provider constitute communications to the City. The City of New Smyrna Beach is not responsible for errors and omissions occurring in the transmission or downloading of any documents from the online website.

In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

IV.CC Payment

Florida Statute 218.70, et seq, known as the "Florida Prompt Payment Act" sets forth "the policy of this state that payment for all purchases by local governmental entities is made in a timely manner". This is also the policy of the City of New Smyrna Beach.

IV.DD Pre-Bid Meeting

There will be a non-mandatory pre-bid meeting and site visit for this project. Attendance is strongly encouraged to understand the requirements of the Scope of Work.

The date and time of the pre-bid site visit is provided in Section II.D, Timeline.

Join the meeting now

Meeting ID: 268 522 893 275 9

Passcode: nM3p7hS2

Dial in by phone

+1 786-636-1338,,979613234# United States, Miami

Find a local number

Phone conference ID: 979 613 234#

IV.EE Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service, or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

A. Prohibition by the individual, contractor, and/or any employee of the contractor from contact with City staff for a specified period of time;

B. Prohibition by the individual and/or contractor from doing business with the City for a specified period of time, including but not limited to: submitting bids, proposals, responses, and/or quotes and;

C. Immediate termination of any contract held by the individual and/or bidder for cause.

IV.FF Proposal, Presentation, and Protest Costs

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

IV.GG Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all bidders should be aware that Invitation to Bids and the responses thereto are in the public domain. However, the bidders are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing, specifically the applicable exempting law.

A generic notation that information is “confidential” is not sufficient. Failure to provide the Procurement Agent with a detailed explanation and justification including statutory cites and specific reference to your bid submittal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire bid submittal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes

All proposals received from bidders in response to this Invitation to Bid will become the property of the City of New Smyrna Beach and will not be returned to the bidders. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

IV.HH Protest Procedures

A. Bidders or proposers who do not agree with the City's recommendation for award shall be afforded the opportunity to protest the recommendation by submitting written notice to the Purchasing Division. Bids or proposals not meeting the minimum published requirements, including specifications, Scope of Services, or required documents, are not subject to protest.

B. Such notice shall be given within three (3) business days after the City posts its notice of intent to award.

C. A formal written protest shall be made to the Purchasing Division within five (5) working days after filing the notice of protest, which shall state the grounds for the protest and the action requested.

D. The formal written protest shall include with it a bid protest bond in the amount of one percent (1%) of the estimated contract amount, as provided in Florida Statutes § 287.042(2)(c) and Rule 28-110.005 of the Florida Administrative Code. The notice of protest must be either hand-delivered and date and time stamped by the Finance Department, or sent via Certified U.S. mail, return receipt requested. Failure to file a protest within the timeframe specified herein shall constitute a full waiver of all rights to protest the City’s decision regarding award of the bid. For full bid protest guidance, consult Section 9.1, Notice of Protest, of the City of New Smyrna Beach’s purchasing policy.

IV.II Public Entity Crimes

Pursuant to Section 287.133(12)(a) of the Florida Statutes, “A person or affiliate, who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold

amount provided in Section 287.017, for CATEGORY TWO ($25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

IV.JJ Public Records Act

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The proposer should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a proposer does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

IF THE CONSTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386/410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

D. 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.

IV.KK Relation of City

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

IV.LL Requests for Clarification

The City may, as it deems necessary, conduct discussions with responsible bidders for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

Requests by the Purchasing Agent to a bidder for clarification of a submittal shall be in writing. Bidder's failure to respond to request for clarification may deem proposer to be non-responsive and may be just cause to reject its bid.

IV.MM Single Proposal

Each bidder must submit, with their bid, the required forms included in this solicitation. Only one bid from a legal entity as a primary shall be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-contractor to any other bidder submitting under the same solicitation.

The received bids in violation of this requirement shall be deemed non-responsive and rejected from further consideration.

IV.NN State Registration Requirements

Bidders submitting a bid in response to this solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract.

Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations at (800) 755-5111 or visit the following website: (http://www.dos.state.fl.us).

IV.OO Title VI

No person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities, be excluded

from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity of the City of New Smyrna Beach.

IV.PP Unbalanced Bids

As determined by the City, the city may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the City's opinion, the prices are, or appear to be, excessively unbalanced.

IV.QQ Corporate Standing and Authorized Signatory

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is an authorized signatory on behalf of the Proposer to negotiate and/or sign contracts, agreements, amendments and related documents to which the Proposer will be duly bound. Examples of satisfactory demonstration documents include:

A. A copy of your Articles of Incorporation listing the approved signatories of the corporation.

B. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Failure to sign and witness the Proposer's signature form may result in disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

IV.RR Human Trafficking

Compliant with Florida Statutes, 787.06.

A contract resulting from this solicitation is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided a complete Human Trafficking Affidavit provided in the Attachment Section of this document.

IV.SS Certification of Independent Price Determination

By submission of a response, the Bidder certifies that in connection with this bid submittal:

A. The pricing and/or fees associated with this bid submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted on this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.

C. No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

IV.TT Human Trafficking

Compliant with Florida Statutes, 787.06.

A contract resulting from this solicitation is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided a complete Human Trafficking Affidavit provided in the Attachment Section of this document.

V. Project Specific

V.A Project Description

The existing boardwalk and ramp sustained major damage during Hurricane Ian and Hurricane Nicole. Permit VO-1474 was issued on May 27, 2022, to authorize replacement of approximately 80 linear feet of timber ramp providing ADA-compliant pedestrian access to the beach from the 27th Avenue Beachside Park, owned and operated by the City of New Smyrna Beach. The project also entails repairing approximately 350 linear feet of seawall and a replacement of a wooden ADA access ramp.

The lower portion of the structure was heavily damaged, and the entire structure is unusable and currently closed to the public. The entire structure will be replaced with a new timber structure utilizing flow-through decking. The new structure will not extend any further waterward than the existing structures currently does and will not result in an increase of the footprint area over the existing structure prior to its being damaged.

This is a turn-key project that will be partially funded by FEMA and as such shall comply with all FEMA requirements.

All state and federal requirements contained herein are applicable to both the contractor and subcontractor. The following Federal Requirements are supplemental to the City Advertised Bid. Where there is conflict, these Federal Requirements prevail unless the Terms and Conditions in the bid document are stricter.

Drawings: Drawings are provided in the Attachment Section of this document and are incorporated by reference to the awarded agreement, which contains technical specifications for

the work to be completed, in addition to drawings and other terms and conditions with which Contractor shall comply.

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

05-25-CIP, 27TH Avenue Boardwalk and Ramp Replacement

CITY OF NEW SMYRNA BEACH, FLORIDA

Checking of Drawings and Dimensions:

A. The Contractor shall check all drawings and specifications immediately upon their receipt and shall promptly notify the Owner, in writing, of any discrepancies.

B. The Contractor shall compare all drawings and verify the figures before laying out the work and shall be responsible for any errors, which might have been reasonably avoided thereby. When the type of equipment selected affects dimensions on the drawings, the Contractor shall adjust such dimensions as conditions may require to achieve the intent of the bid specifications.

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

V.B Changes

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

Changes in the Work:

A. The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work. If applicable, the Contract total amount will be adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extensions of time caused thereby shall be adjusted at the time of ordering such changes.

B. The value of any such extra work or change shall be determined in one or more of the following ways: (a) by contract unit prices or (b) by an agreed lump sum price. In the event that the contract unit prices are not available and a lump sum price is not agreed upon, then the value of the extra work shall be determined by (c) the actual cost of: Labor, including foremen; Materials entering permanently into the work; The rental cost of equipment during the time of use on the extra work; Power and consumable supplies for the operation of power equipment; Insurance; Social Security, Old Age and Unemployment Contributions.

C. As a result of the preceding requirements, a Change Order shall be prepared in a form to be approved by the Owner.

The value of the extra work or change shall be determined at the time that the Change Order is authorized and agreed upon. In the event that the Change Order is of such nature as to fall under a Contract unit price, the Contract unit price shall be the value of such extra work, whether representing a deletion, or an addition, and method (b) or (c) shall be employed only if there is not an applicable Contract unit price. To the cost under (c), there shall be added a fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expenses.

D. It is the Contractor's responsibility to notify this Surety of any changes affecting the general scope of the work or change in the Contact Price and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the Owner.

E. No change orders that are a result of the Contractor's failure to reasonably anticipate any difficulties or complexities in the Project shall be the responsibility of Owner to pay.

V.C Clean-up

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

V.D Existing Underground Utilities

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

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

- Gas Mains – Florida Public Utilities Company
- Electric and Power Lines and Underground Cable - Utilities Commission, City of New Smyrna Beach
- Telephone Lines and Underground Cable - AT&T
- Water Mains and Sanitary Sewers - Utilities Commission City of New Smyrna Beach, Florida
- Storm Sewers - City of New Smyrna Beach, Florida
- Cable TV and Underground Cable - Spectrum

V.E Inspection and Testing of Materials and Equipment

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

VI. Total Bid Proposal

The City of New Smyrna Beach reserves the right to evaluate the bids received and award the lowest, qualified bidder with the Base Bid, Bid Alternate "A", Bid Alternate "B", or any combination thereof as determined to be in the best interest of the City and their funding partners.

The uploaded price proposal in the Required Response Section must be the same price submitted below. There shall be no hidden costs associated with this project. Full disclosure of nature and amount of all fees and charges is mandatory.

LS=Lump Sum, SF=Square Feet, LF=Linear Feet, LS=Lump Sum, CY=Cubic Yards

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization and Demobilization	1	LS		
2	Maintenance of Traffic	1	LS		
3	Construction and As-Built Survey	1	LS		
4	Environmental Protection and Compliance	1	LS		
5	Demolition, Hauling and Disposal	1	LS		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
6	Timber Beach Access	1,008	SF		
7	Aluminum Railing	340	LF		
8	Sheet Pile Repair	1	LS		
9	Beach Quality Fill	80	CY		
10	Trench Drain System	340	LF		
TOTAL					

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Alt #1	Remove and Reinstall Pavers	6,760	SF		
TOTAL					

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Alt #2	Stamped Concrete	6,760	SF		
TOTAL					

VII. Contractor Specific

VII.A Authority and Duties of the Engineer

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

Inspection and Examination of the Work:

A. The Engineer and authorized assistants shall have free access to the work of the Contractor at any time for purposes of inspection.

B. Duly authorized inspectors, who shall perform their duties periodically on the project, may be assigned to the project or any part thereof at any time. The number of inspectors shall be at the discretion of the Owner. The presence or absence of an inspector shall in no way lessen the responsibility of the Contractor to perform properly the Contractor's duties to the Owner under these Contract Documents. An inspector is not authorized to revoke, alter, enlarge, relax, release or amend any of the specifications or requirements thereof, nor to issue any instructions on, nor to approve or accept any portion of the work, or materials, or equipment which are contrary to the drawings and specifications; nor are any of his actions to be construed as doing so.

C. All materials shall be subject to inspection; examination and test by the Engineer at any time during manufacture, and at all places where such manufacture is being carried on. The right is reserved to reject defective materials during manufacture or before they have been incorporated into work. If the contractor fails to replace defective work or rejected materials, the Owner may replace such materials or correct such defective work and charge the cost thereof to the Contractor or may terminate the right of the Contractor to proceed as addressed in Terms and Conditions.

D. Since no inspection, either final or interim, can be complete within itself, no final inspection, acceptance of work, materials or equipment of final or interim acceptance of same by the Owner, or certificate of Engineer, shall relieve the obligation of the Contractor to the Owner to do the work in a good workmanlike manner, and to furnish proper, specified equipment and materials, and to perform properly all and any obligations and duties to the Owner under the terms of the Contract Documents.

VII.B Contractors and Subcontractors

A. Contractors and all subcontractors shall maintain financial records and reports relating to funds paid to any parties for work on the matters which are the subject of this project and submit reports to the Division of Economic Development, State of Florida, or the Owner.

B. Contractors and all subcontractors shall maintain books, records, documents and other evidence according to generally accepted accounting principles, procedures and practices which sufficiently and properly reflects all costs of any nature expended in the performance of the contract, and retain said copies for a period of three (3) years after termination of the contract.

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

VII.C Contractor's Representative

The Contractor shall keep a competent superintendent and any necessary assistants, all satisfactory to the Owner at all times during the execution of the work. The superintendent shall not be changed without the consent of the Owner unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be employed. The superintendent shall represent the Contractor in Contractor's absence, and all directions given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall give sufficient supervision to the work, using his best skill and attention.

VII.D Contractor's Right to Terminate

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

VII.E Contractor's Understanding

A. It is understood and agreed that the Contractor is familiar with the nature and location of the work, the confirmation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the persecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

B. If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any error or omissions in the drawings or in the layout as given by points and instructions, or discovers unforeseen underground or above-ground conditions or any other unexpected conditions requiring additional work by the Contractor, it shall be Contractor's duty to immediately inform the Engineer, in writing, and the Engineer shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, shall be done at the Contractor's risk. See definitions in Terms and Conditions.

C. If any part of the Contractor's work depends for proper execution or results upon the work of another Contractor, the Contractor shall inspect and measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and the drawings. The Contractor is at all times fully responsible for the work of the subcontractor as if it were the Contractor's own work.

VII.F Permits, Licenses, Taxes and Regulations

A. All permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor.

B. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in the Contract under Paragraph VIIJ, Changes in the Work. If the Contractor performs any work contrary to such laws, ordinances, rules and regulations, and does not comply with the aforesaid procedure, he shall bear all cost incident to such violation.

VII.G Protection of Work, Persons and Property

A. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect all property from injury or loss arising in connection with the Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in Contract Documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the Contract Documents. He shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions. He shall provide reasonable maintenance of traffic ways for public and preservation of the continuation of the Owner's business, taking into full consideration all local conditions. He shall comply with the Florida Dept. of Commerce Safety Regulations and any local safety regulations.

B. In case of failure on the part of the Contractor to promptly restore damaged property, or make good such damage or injury, the Owner may, after 48 hours' notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof shall be deducted from any monies due or which may become due the Contractor under this Contract.

VII.H Quality of Material, Equipment or Work

When any material or equipment not conforming to the requirements of the specifications and drawings has been delivered to the project, or incorporated in the work of the project, or whenever any work performed is of inferior quality, then such material or equipment or work, whether known or unknown to the Owner, shall be considered to be defective, and shall be removed and replaced, or made satisfactory to the Owner at no cost to the Owner.

VII.I Removal of Equipment

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

VII.J Responsibility for the Work

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

VII.K Scope of the Contractor's Service

A. Unless otherwise stipulated, the Contractor shall provide and pay for all bonds, insurance, materials, labor, tools, equipment, light, power, water, transportation and other facilities necessary for the execution and completion of the work.

B. The Contractor shall furnish free of charge all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structure, slopes and other controlling points necessary for the proper prosecution of the construction work. The Engineer shall check the stakes, as set, before construction is commenced. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the work. The Contractor shall be held responsible for the preservation of all stakes, marks, and, if for any reason, any of the stakes, marks or batter boards becomes destroyed or disturbed, they shall be immediately and accurately replaced by the Contractor.

VIII. Terms and Conditions

VIII.A Commencement of Work

The bidder agrees to commence work within TEN (10) CALENDAR DAYS after the date of the Notice to Proceed letter and shall complete the work within ONE HUNDRED FIFTY (150) DAYS thereafter.

The City understands that lead times are becoming an issue throughout the construction industry. Consideration for extensions will be made for documented delays on purchase orders and substantiated lead time provided by suppliers.

VIII.B Liquidated Damages

The bidder further agrees to pay, as liquidated damages, the sum of TWO HUNDRED FIFTY ($250.00) DOLLARS for each consecutive calendar day thereafter, until the work is completed or accepted.

Said amount is agreed upon because the injury that the City of New Smyrna Beach ("Owner") may sustain by reason of breach of contract would be impossible to ascertain or estimate; such sum is agreed upon as liquidated damages and is intended as compensation for the injury suffered by the Owner, rather than as a penalty.

VIII.C Performance Bond

A. Within fourteen (14) days of executing an agreement, the successful bidder shall deliver to the Owner, if required as a part of the Contract Documents identified in “General Conditions”, an executed bond in the amount of One hundred (100%) percent of the accepted bid as security for faithful performance of his Contract and for payment of all persons performing labor or furnishing materials in connection therewith, prepared on the form of bond attached hereto or the Bond Company’s document, and have as surety thereon such company or companies approved by the Owner and authorized to transact business in the State of Florida.

B. If the Contractor is a partnership, the bond shall be signed by each of the individuals who are partners. If the Contractor is a corporation, the bond shall be signed in the correct corporate name by a duly authorized officer, agent, or attorney-in-fact. There shall be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts in the Contract. Each executed bond shall be accompanied by the (a) appropriate acknowledgement of the respective parties; (b) appropriate duly certified copy of the Power-of-Attorney or other certification of authority where the bond is executed by the agent, officer or other representative of the Contractor or Surety; (c) duly certified extract from By-Laws or resolutions of Surety under which the Power-of-Attorney, or other certificate of authority of its agent, officer or representative was issued.

VIII.D Claims and Damages

Requirement for Notice: Any requirements of the Contract Documents for notice of direction to the City shall be a condition precedent to be complied with by the Contractor before any claim for extra compensation can be made. See definition of Notice To Proceed.

Claims for Extra Cost: If the Contractor claims that any instructions in writing or by drawings or otherwise involve extra cost under this Contract, the Contractor shall give the City written notice on a form to be furnished by the City within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency of endangering life or property. A decision by the City shall then be made as specified in "The Authority and Duties of the City - Status of the City" of this division. If this decision requires a

Change Order, the procedure shall be as provided for in "Changes in the Work" Section. See definition of Terms and Conditions. No claim shall be valid unless so made.

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

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

The amount of and provision for liquidated damages as specified in this solicitation and as otherwise set forth in the Contract Document, shall be TWO HUNDRED FIFTY ($250.00) FOR EACH CALENDAR DAY of the delay until the work is completed or accepted. Said amount is agreed upon because the injury that the Owner may sustain by reason of contracting breach would be impossible to ascertain or estimate; such sum is agreed upon as liquidated damages and is intended as compensation for the injury suffered by the Owner, rather than as a penalty.

Additional Owner Expense:

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

VIII.E Notice to Proceed

Notice to Proceed

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

VIII.F Claims and Damages

Requirement for Notice: Any requirements of the Contract Documents for notice of direction to the City shall be a condition precedent to be complied with by the Contractor before any claim for extra compensation can be made. See definition of Notice To Proceed.

Claims for Extra Cost: If the Contractor claims that any instructions in writing or by drawings or otherwise involve extra cost under this Contract, the Contractor shall give the City written notice on a form to be furnished by the City within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency of endangering life or property. A decision by the City shall then be made as specified in "The Authority and Duties of the City - Status of the City" of this division. If this decision requires a Change Order, the procedure shall be as provided for in "Changes in the Work" Section. See definition of Terms and Conditions. No claim shall be valid unless so made.

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

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

The amount of and provision for liquidated damages as specified in this solicitation and as otherwise set forth in the Contract Document, shall be TWO HUNDRED FIFTY ($250.00) dollars FOR EACH CALENDAR DAY of the delay until the work is completed or accepted. Said amount is

agreed upon because the injury that the Owner may sustain by reason of contracting breach would be impossible to ascertain or estimate; such sum is agreed upon as liquidated damages and is intended as compensation for the injury suffered by the Owner, rather than as a penalty.

Additional Owner Expense:

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

VIII.G Effectiveness and Duration

The draft agreement provided in the "Attachment" Section of this document will be the contracting mechanism for the bid award. The agreement may not be amended, and any exceptions noted by the bidder to this document will not be considered. The draft agreement is provided as an example and shall not be included as part of your submittal.

An executed agreement or contract alone will not authorize the work or purchase of materials or require the City to place any orders for work or materials.

During the term of a contract, the City may require changes which alter the contract specifications provided that such changes are within the general scope of the contract. The parties agree to renegotiate to comply with any applicable current or revised state laws, regulation, or increases/decreases in allocations making any changes in the contract necessary.

Modifications of provisions shall only be valid through execution of a formal contract amendment and duly signed by both parties. There are no obligations to agree by either party.

VIII.H Off-Site Liability Coverage

In addition to all other terms, covenants and conditions, the Contractor agrees that in the event the structure is moved off-site, and during said move, the said structure either collapses or otherwise cannot be moved in the normal and customary manner, he shall be responsible for all costs to the City and any liability, tort or otherwise, imposed by law, and shall secure a policy of insurance to cover such an event in an amount of at least one million dollars and shall have the City of New Smyrna Beach as co-insured on said policy of insurance.

VIII.I Payments to the Contractor

Monthly Payments to the Contractor: The Contractor shall plan his work for construction on the basis of monthly pay periods. So long as the work is prosecuted in compliance with the provisions of the contract, the Contractor shall, on or about the last day of the pay period, make

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

Contractor's Warranty of Title:

A. The Contractor warrants and guarantees that title to all work, materials and equipment covered by an application for payment, whether incorporated in the project or not, shall pass to the Owner at the time of payment, free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens" in these General Conditions).

B. The Contractor agrees to furnish an affidavit stating that all laborers, materialmen and subcontractors have been paid on the project for work covered by the application for payment and that a partial or complete release of lien, as may be necessary, be properly executed by the material men, laborers and subcontractors on the project for the work covered by the application for payment, sufficient to secure the Owner from any claim whatsoever arising out of the aforesaid work.

Correction of Work Before Final Payment:

A. The Contractor shall promptly remove from the premises all material condemned by the Engineer as failing to conform to the Contract whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accord with the Contract and without expense to the Owner and shall bear the expense of making good all work of other Contracts destroyed or damaged by such removal or replacement.

B. If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Owner may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days time thereafter, the Owner may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceed thereof after deducting all the cost and expenses that should have been borne by the Contractor.

Liens: Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof. In addition, thereto, in either case, the Contractor shall provide an affidavit that so far as the Contractor has knowledge or information, all includes receipts or releases for all the labor and material for which a lien could be filed. The Contractor

may, should any subcontractor refuse to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify that payments are made. The Contractor shall refund to the Owner all money payments that the latter may be compelled to pay in discharging such a lien, including all interest, costs, and reasonable attorney's fees.

Final Inspections: When the Contractor has completed the work in compliance with the terms of Contract Documents, the Contractor shall notify the Engineer in writing that the project is ready for final inspection.

The City shall then advise the Contractor as to the arrangements for final inspection and what work, if any, is required to prepare the project or a portion thereof for final inspection. When the Engineer determines the project or portion thereof is ready for final inspection, the Engineer shall perform the same. Upon completion of the final inspection, the City shall prepare a list of errors of either commission or omission by the Contractor, reasonably observable, and determined under the conditions governing and restricting said final inspection. When all such errors have been corrected, a final re-inspection shall be made. The process shall be repeated until, in the opinion of the City, the project has been completed in compliance with the terms of the Contract Documents as can best and reasonable be observed and determined under the conditions governing and restricting said final inspection. The Engineer shall, pursuant to such inspection and re-inspection, certify to the City as to the completion of the final inspection. It is understood that the certification covers only those items which can be physically inspected, and the Engineer's certification indicates compliance within the standards of the construction industry, as interpreted by the Engineer.

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

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

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

VIII.J Performance Bond, Material Bond, and Warranty of Title

A. Within fourteen (14) days upon acceptance of the bid by City Commission, the successful bidder shall deliver to the Owner a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to 100 percent of the Contract Price.

The Bonds shall be secured from a surety company acceptable to the City. The forms of the Bonds the successful Bidder will be required to execute are included in the Bidding Documents. The Bonds shall name the City as obligee and shall be in such form and by sureties of financial standing having a rating from A.M. Best Company (or other equivalent rating company) equal to or better than A- Class VI and must be included on the approved list of sureties issued by the United States Department of Treasury. Each Bond shall be accompanied by an effectively dated Power of Attorney. The successful Bidder shall, before commencing the work, record said Payment and Performance Bond in the public records of Volusia County where the improvement is located in accordance with Chapter 255.05 of the Florida Statutes.

B. If the Contractor is a partnership, the bond shall be signed by each of the individuals who are partners. If the Contractor is a corporation, the bond shall be signed in the correct corporate name by a duly authorized officer, agent, or attorney-in-fact. There shall be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts in the Contract. Each executed bond shall be accompanied by the (a) appropriate acknowledgement of the respective parties; (b) appropriate duly certified copy of the Power-of-Attorney or other certification of authority where the bond is executed by the agent, officer or other representative of the Contractor or Surety; (c) duly certified extract from By-Laws or resolutions of Surety under which the Power-of-Attorney, or other certificate of authority of its agent, officer or representative was issued.

C. Upon completion of the project, the Contractor shall provide the Owner with the Warranty of Title.

VIII.K Preconstruction Conference

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

VIII.L Progress and Control of the Work

Schedules and Progress Reports: The Contractor must submit a proposed schedule of the work at the preconstruction conference. The purpose of this schedule is to enable the Owner to govern the work, to protect the functions of the local government and its citizens, and to aid in providing appropriate surveillance. The Owner shall have the right to reschedule work provided such rescheduling is in accordance with the remainder of the terms of this Contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the work is expected to be started and finished, the anticipated earnings by the Contractor for each month, and the approximate number of crews and equipment to be used. The Engineer shall

review and approve the schedule. If rescheduling is needed, then a new updated schedule should be provided to the Engineer for approval. The Contractor shall also forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the work under the Contract, stating the existing status, estimated time of completion, and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Engineer's review and approval. The Engineer, for purpose of evaluation, may require additional more detailed schedules.

Approval of Subcontracts:

A. The Contractor shall, as soon as practicable after the signing of the Contract, notify the Owner in writing of the names of subcontractors, including material suppliers proposed for the work, and shall not employ any that have not been approved by the Owner.

B. The Contractor agrees to be fully responsible to the Owner for the acts and omissions of subcontractors and for payment of services rendered by the subcontractor.

C. Nothing contained in the contract Documents shall create any contractual relationship between any subcontractor and the Owner.
The Contractor shall furnish the Owner copies of any and all contracts entered into with subcontractors for performance of any work identified in the Contract Documents.

Prosecution of Work:

A. The work shall be prosecuted at such time and in or on such part or parts of the project with such forces of workers, materials, and equipment as may be ordered by the Engineer, in writing, to complete the project as contemplated in the drawings, specifications, Contract, and schedules. If, at any time, the materials and equipment to be used appear to the Engineer as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the Contractor to increase his efficiency or to improve the character of his work, and the Contractor shall conform to such an order. The failure of the Engineer to demand any increase of such efficiency or any improvement shall not release the Contractor from his obligation to secure the quality of work or the rate of progress necessary to complete the work within the limits imposed by the Contract.

B. Contractor shall perform the work and take such precautions as he may deem necessary to complete the project so all work shall be in first-class and acceptable condition within the Contract time according to the schedule.

Workmanship, Material, and Workmen:

A. Unless otherwise stated in the detailed specifications, all workmanship, materials, and articles incorporated in the work covered by this Contract shall be of the most suitable grade of their respective kinds for the purpose and acceptable to the Engineer. The Engineer shall decide the question of quality where the expression "or approved equal" is used in the specifications following reference to a specific manufacturer of equipment or materials. If the contractor wishes to make a substitution request for an alternate material or installation procedure, he will need to present to the Engineer for approval

prior to proceeding with said alternate. Samples of materials shall be submitted for approval when so directed. Machinery, materials, articles installed or used, or unusual methods of work used without such approval shall be at the risk of subsequent rejection.

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

Delays and Extension of Time:

A. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or his employees, or by any other Contractor employed by the Owner, or by changes ordered in the work, or by strikes, fire, lockouts, unusual delay in transportation, unavoidable causalities or by delay authorized by the Owner pending arbitration, or by any cause which the Owner shall decide to justify the delay, then the time of completion may be reasonably extended by the Owner.

B. No extension shall be made for delay unless notice of a claim is made by the Contractor in writing to the Owner within seven (7) days of the event or incident causing the delay and as otherwise provided by the definition of "notice", referenced in "Definitions and Terms".

C. The article does not exclude the recovery of damages for delay by owner under the liquidated damages clause.

NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. The CONTRACTOR shall not be entitled to an increase in the Contract Sum or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the City or its agents. Otherwise, the CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole an exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

VIII.M Rights and Responsibilities of the Owner During Construction

Surveys and Lands for Work:

A. The Owner shall provide the lands upon which the work under this Contract is to be done; additional land will not be provided for storing materials.

B. Except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his material, together with right-of-access to the same. The Owner shall furnish all land surveys for this project.

C. The Contractor shall provide the Owner the information as to where material(s) are stored, the right of access to the material(s), and if applicable, keys to access locked areas.

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

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

Right to Retain Imperfect Work: If any part or portion of the work done or material furnished under this Contract shall prove defective and not in accord with the plans and specification, and if the Owner decides that any part or portion of the imperfect work is not of sufficient magnitude or importance as to make the work dangerous or undesirable, or if the Engineer decides that removing the work is warranted for whatever reason, then the owner has the right to reject and hold the contractor accountable for its removal and corrective action.

Suspension of Work:

A. If the work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to subcontractors or for labor, material, or equipment, or if the Contractor fails to comply with work schedules, the Owner or Engineer may order the Contractor to stop all work, or any portion thereof, and terminate payments to the Contractor until the cause for such order has been eliminated. No extension of contract time shall be allowed for this suspension.

B. The Owner or Engineer may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the Contractor, which notice shall fix the date on which the work shall be resumed. The Contractor shall resume the work on the date so fixed. The Contractor shall be allowed an increase in contract price or an extension of the contract time directly attributable to any suspension if he makes a claim therefore as provided in the section of this Contract titled: Progress and Control of the Work, Delays and Extension of Time.

Termination of the Contract:

A. If the Contractor is adjudged as bankrupt or insolvent, or if makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to subcontractors for labor, materials, or equipment, or disregards laws,

ordinances, rules, regulations, or orders of any public body having jurisdiction, or disregards the authority of the Engineer, or otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and the Contractor's surety seven (7) days written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor, and finish the work by whatever method the Owner may deem expedient. In cases where the actual cost of the work to be done by the Owner exceeds the amount in the Performance Bond, then the Contractor shall pay such to the owner.

B. Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor shall not release the Contractor from liability.

C. Upon seven (7) days written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the agreement. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit not to exceed five (5%) percent over the cost incurred.

VIII.N Royalties and Patents

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

VIII.O Safety and Health Regulations

A. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54).

B. The Contractor shall allow representatives of the Department of Labor full access to the project for inspection.

VIII.P Sanitary Regulations

Adequate sanitary conveniences for the use of persons employed on the work site shall be provided at Contractor's expense and shall be properly secluded from public observations. The Contractor shall construct and maintain the sanitary facilities in such a manner and at such points as approved by the Owner. These conveniences shall be maintained at all times without

nuisance and their use shall be strictly enforced. Upon completion of the work, they shall be removed from the premises, leaving all clean and free from nuisance.

VIII.Q Save Harmless Clause

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

VIII.R Termination

Termination for Convenience: The City reserves the right to terminate the Agreement in whole or part at any time without penalty or cause, which termination date shall not be less than thirty (30) days after the date of such written notice. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the City. In the event of termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and delivered to the City. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination. Such compensation shall be the Contractor's sole remedy against the City in the event of termination under this provision.

Termination for Cause or Default: The City reserves the right to terminate the Agreement in whole or in part due to the failure of the Contractor to comply with any term or condition of the Agreement, including failure to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The City shall provide written notice of the termination and the reasons for it to the Contractor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and be delivered to the City on demand. The City may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement. The Contractor shall be liable to the City for any excess costs incurred by the City in re-procuring the materials or services.

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

Force Majeure: No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing

any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God

b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)

c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest

d) Government order or law

e) Actions, embargoes or blockades in effect on or after the date of this Agreement

f) Action by any governmental authority

g) National or regional emergency

h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and

i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement.

VIII.S Warranty and Guarantee Provisions

All materials and equipment furnished by the Contractor and all construction work and workmanship involved in the Contract is hereby guaranteed and warranted by the Contractor for a period of one (1) year from written final acceptance by the Owner as defined here in to be free from defects due either to faulty materials, equipment and/or faulty workmanship, and all materials, equipment and /or workmanship furnished, installed and performed by the Contractor is warranted and guaranteed by the Contractor to the Owner to be such as to meet the required standards and to accomplish the purposes and functions of the project as defined, detailed and specified in these Contract Documents. The Owner shall, following discovery thereof, promptly give written notice to the Contractor of faulty materials, equipment, and/or workmanship within

the period of the guarantee. Any part of the warranty and guarantee shall be promptly replaced by the Contractor at his own cost and without cost to the Owner. These warranty and guarantee provisions create no limitations on the Owner as to any claims or actions for breach of guarantee or breach of warranty that the Owner might have against parties other than the Contractor, and do not constitute exclusive remedies of the Owner against the Contractor and are not intended to, and shall not limit any other rights, remedies or causes of action which the Owner might exercise against the Contractor, and shall not alter nor modify the application of the Statute of Limitations as established by the Statutes of the State of Florida. This Contract is governed by the Laws of the State of Florida.

VIII.T Work by Others

The Owner reserves the right to allow the continuation and/or creation of other contracts it deems necessary at the site of the work subject to this Contract, provided such do not unreasonably burden or impair the work anticipated in the Contract. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their work and shall promptly connect and coordinate this work with theirs.

IX. Federal Conditions

IX.A Access to Records

The following access to records requirements applies to this contract:

A. The contractor agrees to provide the City of New Smyrna Beach, Florida, representative(s) access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representative(s) access to construction or other work sites pertaining to the work being completed under the contract.

IX.B Americans with Disabilities Act of 1990

Americans with Disabilities Act of 1990, as amended (ADA) – The CONTRACTOR will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the CONTRACTOR pursuant thereto.

IX.C Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

IX.D Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA). The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—applies to Contracts and subgrants of amounts in excess of $150,000.

IX.E Compliance with Procurement of Recovered Materials

Compliance with Procurement of recovered materials as set forth in 2 CFR § 200.322. CONTRACTOR must comply with section 6002 of the Solid Waste disposal Act, as amended, by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

IX.F Contract Work Hours and Safety Standards Act

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) where applicable, which includes all FEMA grant and cooperative agreement programs, all contracts awarded by the CITY in excess of $100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C.§§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the

work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

IX.G Davis Bacon Act

Davis Bacon Act as amended (40 U.S.C. §§3141-3148) when required by Federal program legislation, which includes emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must comply with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and §§3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If applicable, the CITY must place a current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The CITY must report all suspected or reported violations to the Federal awarding agency. When required by Federal program legislation, which includes emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program (it does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program), the contractors must also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). As required by the Act, each contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The CITY must report all suspected or reported violations to the Federal awarding agency.

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

IX.H Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

IX.I Disadvantaged Business Enterprise (DBE) Policy and Obligation

Disadvantaged Business Enterprise (DBE) Policy and Obligation - It is the policy of the CITY that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with CITY funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The CITY and its CONTRACTOR agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with 2 C.F.R. § 200.321(as set forth in detail below), applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The CITY and the CONTRACTOR and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. 2 C.F.R. § 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

A. If the CONTRACTOR, with the funds authorized by this Agreement, seeks to subcontract goods or services, then, in accordance with 2 C.F.R. §200.321, the CONTRACTOR shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible.

B. Affirmative steps must include:

   1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

   2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

   3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. Requiring the Prime contractor, if subcontractor are to be let, to take the affirmative steps listed in paragraph (1) through (5) of this section.

IX.J E-Verify

The E-Verify System means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Pursuant to Florida Statute 448.095, any new contract or renewal with a public agency requires the vendor and any subcontractor thereof to register with and use the E-Verify system to verify the work authorization status of all new employees working in the state of Florida or the United States. If the contractor or vender enters into a contract with a subcontractor, the subcontractor must provide an affidavit to the contractor or vendor that states that the subcontractor does not employ any unauthorized alien in Florida or the United States. The contractor shall provide and maintain proof of compliance with this statute upon request.

Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Every Vendor shall, upon request, provide evidence of compliance with this provision to the Owner. Failure to comply with this provision is a material breach of an Agreement, and the Owner may choose to terminate the Agreement at its sole discretion. The Vendor may be liable for all costs associated with the Owner securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

IX.K Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. A copy of Executive Order 11246 is provided in Attachments.

E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

IX.L Hold Harmless

The CONTRACTOR shall hold the CITY harmless against all claims of whatever nature arising out of the CONTRACTOR’s performance of work under this Agreement, to the extent allowed and required by law.

IX.M No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

IX.N Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

IX.O Rights to Inventions Made Under a Contract or Agreement

If any Federal award implicated in this solicitation meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

X. Insurance Requirements

Contractor's and Subcontractor's Insurance Requirements

X.A Type of Insurance

Workers Compensation Florida Statutory Coverage

Waiver of Subrogation

Commercial General Liability Each Occurrence $1,000,000

Occurrence Basis General Aggregate $2,000,000

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

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

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

Fire Damage $ 50,000

Auto Liability Combined Single Limit $1,000,000

Any Auto Bodily Injury (Per Person) $ 300,000

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

Property Damage (Per Accident) $ 500,000

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

THE INSURANCE SHALL NAME THE OWNER AS AN ADDITIONAL INSURED.

X.B Cancellation

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

Certificate Holder:

City of New Smyrna Beach

210 Sams Avenue

New Smyrna Beach, FL 32168

ATTN: Purchasing Coordinator

X.C Worker's Compensation Insurance

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

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

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

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

The Contractor shall require each of his subcontractors to procure and to maintain during the life of the subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type and in the amount specified for the Contractor naming the contractor and Owner as the

Additional Insured. A certificate of such insurance is to be filed with the Owner before any work begins.

X.F Scope of Insurance and Special Hazards

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

X.G Proof of Carriage of Insurance

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

X.H Subcontractor Insurance Requirements

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

X.I Additional Insurance Requirements

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

A. Property damage arising out of blasting or explosions;

B. Property damage arising out of collapse of, or structural injury to any building, caused by grading, excavating, burrowing or filling.

C. Property damage below the surface of the ground including the destruction of wires, conduits, pipe, water mains, sewers and gas mains by digging or burrowing by any mechanical device.

D. The Contractor shall furnish the Owner with satisfactory proof of coverage of the insurance required.

X.J Off-Site Liability Coverage

In addition to all other terms, covenants and conditions, the Contractor agrees that in the event the structure is moved off-site, and during said move, the said structure either collapses or otherwise cannot be moved in the normal and customary manner, he shall be responsible for all costs to the City and any liability, tort or otherwise, imposed by law, and shall secure a policy of

insurance to cover such an event in an amount of at least one million dollars and shall have the City of New Smyrna Beach as co-insured on said policy of insurance.

XI. Required Requirements

XI.A Public Records Act*

Applicant must respond confirming they have received a copy of the Public Records Act, located in the attachment section.

☐ Yes
☐ No
*Response required

XI.B Company Name and Address*

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

*Response required

XI.C Employer Identification Number*

Please provide the Employer Identification Number

*Response required

XI.D Professional Licenses *

Upload as one (1) PDF the appropriate required licenses related to the type of work as identified herein.

If the respondent to this solicitation is not a single prime contractor a list all subcontractors to be used for this project and their professional licenses must also be included.

*Response required

XI.E Florida Division of Corporations/Sunbiz**

Upload evidence of authority to conduct commercial business in the State of Florida by providing the current Sunbiz report with an “Active” status.

*Response required

XI.F Solicitation Document Review*

The bidder hereby represents that he has carefully examined the drawings and the Contract, including all Contract Documents, and shall execute the Contract and perform all its items, covenants and conditions, all in strict compliance with the requirements of the specifications and drawings. The bidder, by and through the submission of his bid, agrees that he has examined and that he shall be held responsible for having heretofore examined the site, the location and route

of all proposed work and for having satisfied himself as to the character of the route, the location, surface and underground obstruction, the nature of the ground water conditions, and all other physical characteristics of the work, in order that he may include the prices which he bid, all costs pertaining to the work and hereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructs which shall be encountered in doing the proposed work.

☐ Please confirm
*Response required

XI.G Bid Bond*

Each bid shall be accompanied by a Bid Security of no less than ten (10) **percent of the amount of the bid proposal.** percent of the amount of the Bid Proposal.

The Bid Security shall consist of a Certified Check, a Cashier's Check or a Bid Bond payable to the City of New Smyrna Beach ("Owner.)

A copy of the bid bond must be uploaded with the proposal response in the form of a Bid bond, certified funds or an irrevocable letter of credit in a sum equal to the amount of ten (10) percent of the amount of the bid proposal. The proposer shall guarantee the total proposal price for a period of 60 days from the date of the proposal opening.

If requested by the City, the lowest responsible/responsive bidder agrees to produce the hard copy of the original Bid Bond prior to the Notice of Recommendation or Commission Meeting. Failure to do so may result in the bid being deemed non-responsive.

Alternately a cash bond or cashiers' check will be acceptable. All checks shall be made payable to the City of New Smyrna Beach on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation, as a guarantee that the proposer, if its proposal is accepted, will promptly execute the Agreement.

If the vendor selects to submit a cashiers' check or cash bond it must be received by the City no later than 5:00 PM on June 10, 2025. **Please submit in a sealed envelope to the following address:**

City of New Smyrna Beach

210 Sam's Avenue

New Smyrna Beach, Florida 32168

Attention Finance Department

*Response required

XI.H Contract Execution, Payment Bond, and Performance Bond*

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

☐ Please confirm
*Response required

XI.I Potential Conflict of Interest

Please upload any documentation/information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project here.

XI.J Drug-Free Workplace Certification Site Information*

The Firm may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract:

Place of performance (street address, city, county, state, zip code)

If there are workplaces on file that are not identified here, please type "On File".

*Response required

XI.K Submittal and City Required Forms*

Upload as one (1) PDF document a complete copy of the submittal, including cover page.

- On company letterhead, include bid with the submitted price spelled out in letters and signed.
- Completed form/document packet provided in the Attachment Section of this document.

Documents must be signed by an authorized Officer within your organization.

Important note: The uploaded price proposal must be the same price submitted in Section VII of this solicitation. There shall be no hidden costs associated with this project. Full disclosure of nature and amount of all fees and charges is mandatory.

*Response required

XI.L Access to Records and Reports *

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner and/or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions.

The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

☐ Please confirm
*Response required

XI.M Breach of Contract Terms

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

☐ Please confirm

PUBLIC RECORDS

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The Respondent should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386/410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

CONSTRUCTION CONTRACT

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

This Agreement, dated this ____ day of _ _ _ _ _ _, 2025, by and between the **CITY OF NEW SMYRNA BEACH**, hereinafter called the **OWNER**, and _____ Inc. (a corporation organized and existing under the laws of the State of Florida and hereinafter called the **CONTRACTOR,** is awarded as a result of solicitation ITB 05-25-CIP, 27th Avenue Boardwalk and Ramp Replacement.

WITNESSETH: The Owner and the Contractor, for the consideration stated herein, agree as follows:

ARTICLE I: Scope of Work

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to complete the construction of and all appurtenant work thereto, described in the following document, hereby fully incorporated into this Contract:

ITB 05-25-CIP, 27th Avenue Boardwalk and Ramp Replacement
City of New Smyrna Beach, Florida

All work shall be in strict compliance with the drawings and specifications, including any and all Addenda, and together with all Contract Documents hereinafter enumerated and made a part thereof.

It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished and said work performed and completed subject to the approval of the Owner.

ARTICLE II: Contract Price

The Owner shall pay the Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

$ _____

Spelled out: _____

Payment will be made in accordance to the awarded bid proposal and the above negotiated agreed upon Contract Price. Change orders, including additions and deductions, must be approved in writing by the Owner. Any change, where the Contractor has materially deviated from the proposed design shall be borne by the Contractor unless such deviation is agreed to in writing by Owner.

ARTICLE III: Contract Time

The Contractor agrees to commence work within **Ten (10) CALENDAR DAYS** after the date of the Notice to Proceed letter and shall achieve Substantial Completion within **One Hundred Fifty**

(150) consecutive calendar days thereafter. The Contractor shall have an additional thirty (30) consecutive calendar days from the date of Substantial Completion to achieve Final Completion.

ARTICLE IV: Inspection by Contractor

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with same; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all the proposed work and for having satisfied himself as to the character of the route, the location, surface and under-ground obstructions and nature thereof, the nature of the groundwater conditions and other physical characteristics of the work and work area in order that he may include in the prices which he has bid and the prices of the Contract, all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the Contract prices herein agreed upon, and that this Contract price is based upon these inspections and examination.

ARTICLE V: Liquidated Damages

If the work is not completed within the time specified in Article III of this Contract, the Contractor shall pay the Owner, as liquidated damages, the sum of **TWO HUNDRED FIFTY DOLLARS ($250)** for each consecutive calendar day thereafter until the work is completed, and as outlined in the Supplemental General Conditions.

ARTICLE VI: Right to Require Performance

The failure of the City at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same or be considered a waiver of such provision, nor shall a waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ARTICLE VII: Component Parts of the Contract

This Contract consists of the following Contract Documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

- City Advertised Bid with Addendums, Construction Specifications, and Drawings
- Awarded Bid Proposal
- Bid Bond

The Contractor must provide the following documents within fourteen (14) days upon acceptance of the bid by City Commission. All of which are familiar to the Contractor and are component parts of the contract.

- Certificate of Insurance
- Performance/Payment Bond

Upon completion of the project, the Contractor shall provide the Owner with the Warranty of Title.

ARTICLE VIII: Severability

Should any term, covenant, condition, provision or sentence or part thereof of this Contract,

including all Contract Documents which comprise the entire agreement, be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms and provisions shall nevertheless remain in full force and effect.

ARTICLE IX: Force Majeure

No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God
b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)
c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest
d) Government order or law
e) Actions, embargoes or blockades in effect on or after the date of this Agreement
f) Action by any governmental authority
g) National or regional emergency
h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and
i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement

ARTICLE X: Human Trafficking

This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit.

ARTICLE XI: Construction

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

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

Attest	**Vendor Name**
_____	_____
Authorized Signature	*Authorized Signature*
_____	_____
Print Name and Title	*Print Name and Title*
_____	_____
Address	*Address*
_____	_____
City, State, Zip	*City, State, Zip*
_____	_____
Date	*Date*

ATTEST	**CITY OF NEW SMYRNA BEACH**
_____	_____
Sharon Taylor-Harding, Interim City Clerk	Fred E. Cleveland, Mayor
	Date: _____

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

_____
Carrie Avallone, City Attorney

Date: _____

Approved by the City Commission of the City of New Smyrna Beach at a meeting held on this ___ day of _____, 2025 under Agenda Item No._____.

DRAFT

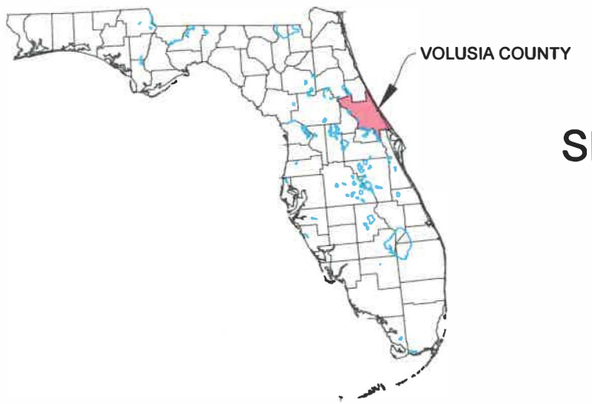
100% PLANS

CONSTRUCTION DRAWINGS

CITY OF NEW SMYRNA BEACH
27TH AVENUE PARK
SEAWALL REPAIR & BEACH ACCESS REPLACEMENT

JANUARY 17, 2025

FLORIDA



PROJECT LOCATION MAP
SECTION 15 , TOWNSHIP 17 , RANGE 34



PROJECT ADDRESS: 3701 S ATLANTIC AVE, NEW SMYRNA BEACH, FL 32169

INDEX

SHEET	DESCRIPTION
CVR	INDEX & LOCATION MAP
C-01	EXISTING CONDITIONS
C-02	AERIAL
C-03	DEMOLITION PLAN
C-04	SEAWALL SITE PLAN
C-05	BEACH ACCESS SITE PLAN
C-06	EXISTING SEAWALL CROSS-SECTION
C-07	PROPOSED SEAWALL CROSS-SECTION
C-08	SEAWALL REPAIR DETAILS
C-09	TIMBER RAMP PROFILE
C-10	TIMBER RAMP DETAILS
C-11	TIMBER STAIRWAY DETAILS
C-12	DECK PANEL DETAILS
C-13	ALUMINUM RAILING DETAILS
C-14	BID ALTERNATES
C-15	GENERAL NOTES
C-16	GENERAL NOTES
C-17	GENERAL NOTES
C-18	ENVIRONMENTAL NOTES
1 OF 1	SURVEY

CITY COMMISSION

FRED CLEVELAND	MAYOR
VALLI PERRINE	ZONE 1 COMMISSIONER
LISA MARTIN	ZONE 2 COMMISSIONER
JASON MCGUIRK	ZONE 3 COMMISSIONER
BRIAN ASHLEY	ZONE 4 COMMISSIONER

NOTE TO CONTRACTOR:

THESE DRAWINGS AND THE PROJECT SPECIFICATIONS ARE COMPLEMENTARY, AND ANY REQUIREMENT OF ONE SHALL BE A REQUIREMENT OF THE OTHER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO EXAMINE THE DRAWINGS AND SPECIFICATIONS AND TO COMPARE THE REQUIREMENTS OF EACH DIVISION AND ENSURE THAT EACH TRADE OR SUBCONTRACTOR IS MAKING THE ALLOWANCES NECESSARY TO PROVIDE THE OWNER A COMPLETE FACILITY, OPERATIONAL IN ALL RESPECTS, UNLESS OTHERWISE SPECIFICALLY STATED IN THE DRAWINGS OR PROJECT MANUAL.

IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER OF ANY DEFICIENCIES OR DISCREPANCIES AMONG THE DIVISIONS OF THE DRAWING AND SPECIFICATIONS PRIOR TO THE DEADLINE FOR BID SUBMITTAL. NEITHER THE OWNER OR ENGINEER WILL BE RESPONSIBLE FOR ANY DEFICIENCIES OR DISCREPANCIES RAISED AFTER THE BID OPENING. ACCORDINGLY, IN LIGHT OF THESE OBLIGATIONS, THE ENGINEER IS OBLIGATED TO INTERPRET THE DRAWINGS SPECIFICATIONS IN A MANNER THAT WILL PROVIDE THE OWNER WITH A COMPLETE, FUNCTIONING FACILITY FOR THE BID PRICE.

ENGINEER CERTIFICATION:

I HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF FLORIDA PRACTICING WITH DMC, DREDGING & MARINE CONSULTANTS LLC, A CORPORATION, AUTHORIZED TO OPERATE AS AN ENGINEERING BUSINESS, CERTIFICATE OF AUTHORIZATION # 9410, BY THE STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, AND THAT I, OR OTHERS UNDER MY DIRECT SUPERVISION, HAVE PREPARED OR APPROVED THE EVALUATIONS, FINDINGS, OPINIONS, CALCULATIONS, CONCLUSIONS OR TECHNICAL ADVICE HEREBY REPRESENTED BY THESE DRAWINGS.

CURTIS N. TODD LICENSE No. 37136 STATE OF FLORIDA PROFESSIONAL ENGINEER

CURTIS N. TODD, P.E.
FLORIDA LICENSE No. 37136

811 Know what's **below.** **Call** before you dig.

REPRODUCTION SCALE:
THESE PLANS SHALL BE PRINTED IN COLOR AND ARE SCALED TO ACCURATELY BE REPRODUCED ON 11X17 SIZED SHEETS. ALL OTHER SHEET SIZES ARE NOT TO SCALE.

Dredging & Marine Consultants
DMC ENGINEERS • SCIENTISTS
4643 S. Clyde Morris Blvd
Unit 302
Port Orange, FL 32129
Phone:(386) 304-6505
Fax:(386) 304-6506
www.dmces.com

Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-14 27th Ave. Beachside Park Seawall Repair\Drawings\27th Ave. Seawall Repairs.dwg By: DMC-CAD Tab: COVER (0) 1/21/2025



EXISTING CONDITIONS, FACING SOUTH DMC, 04-10-2024



EXISTING CONDITIONS, FACING NORTH DMC, 04-10-2024



EXAMPLE OF DAMAGED SHEET PILE, FACING WEST DMC, 04-10-2024



EXAMPLE OF DAMAGED WEEP HOLE, FACING EAST DMC, 04-10-2024

CURTIS N. TODD LICENSE No. 37136 STATE OF FLORIDA PROFESSIONAL ENGINEER

DRAWING: EXISTING CONDITIONS
DMC JOB NO. 23-128-14
SHEET NO. C-01
DRAWN BL CAD C3D
CHECKED CNT SCALE AS SHOWN
APPROVED CNT DATE 01-17-2025

PROJECT NAME: 27TH AVENUE PARK SEAWALL REPAIR & BEACH ACCESS REPLACEMENT

CLIENT: CITY OF NEW SMYRNA BEACH

Dredging & Marine Consultants
DMC ENGINEERS • SCIENTISTS
4643 S. Clyde Morris Blvd
Unit 302
Port Orange, FL 32129
Phone:(386) 304-6505
Fax:(386) 304-6506
www.dmces.com

NEW SMYRNA BEACH

Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-14 27th Ave. Beachside Park Seawall Repair\Drawings\27th Ave. Seawall Repairs.dwg By: DMC-CAD Tab: EXISTING CONDITIONS (1) 1/21/2025

28th AVENUE
(50' R/W)

27th AVENUE
(50' R/W)

155'±

163'±

156'±

DEPARTMENT OF NATURAL
RESOURCES COASTAL
CONSTRUCTION CONTROL LINE

27TH AVENUE PARK
CITY OF NSB

UPLAND WALKWAY TO BE REPAIRED
ALTERNATE 1: RESTORE PAVER SYSTEM
ALTERNATE 2: REMOVE AND REPLACE PAVERS
WITH STAMPED CONCRETE

EXISTING COMPOSITE Z-SECTION
SEAWALL TO BE REPAIRED

PROPOSED ALUMINUM RAILING
ALONG SEAWALL CAP

167'-0" TIMBER BEACH ACCESS

PREVIOUSLY EXISTING
BEACH ACCESS RAMP &
STAIRS TO BE REPLACED

350'-0"± SEAWALL REPAIR

MEAN HIGH WATER LINE
EL.=(+)1.14 NAVD 88

0 30 60
Feet

AERIAL
1" = 30'

AERIAL IMAGERY: LABINS, 2021

CURTIS N. TODD
LICENSE
No. 37136
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

DRAWING: AERIAL			SHEET NO. C-02
DMC JOB NO. 23-128-14	DRAWN BL	CAD C3D	SCALE AS SHOWN
	CHECKED CNT		DATE 01-17-2025
	APPROVED CNT		

PROJECT NAME:
27TH AVENUE PARK
SEAWALL REPAIR &
BEACH ACCESS REPLACEMENT

CLIENT:
CITY OF NEW SMYRNA BEACH

CURTIS N. TODD, P.E.
FLORIDA LICENSE No. 37136

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4643 S. Clyde Morris Blvd
Unit 302
Port Orange, FL 32129
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Fax:(386) 304-6506
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NEW SMYRNA BEACH

Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-14 27th Ave. Beachside Park Seawall Repair\Drawings\27th Ave. Seawall Repairs.dwg By: DMC-CAD Tab: AERIAL (2) 1/21/2025

PROPERTY LINE (TYP.)

DEPARTMENT OF NATURAL RESOURCES COASTAL CONSTRUCTION CONTROL LINE

27TH AVENUE PARK

ALL PARK AMENITIES ON THE LAND SIDE OF THE TEMPORARY CONSTRICTION FENCE TO REMAIN AND BE PROTECTED (TYP.)

PROPOSED TEMPORARY CONSTRUCTION FENCING

1-STORY CONCRETE-BLOCK & FRAME RESTROOM BUILDING #3701 FLOOR ELEVATION = 13.63'

ALL UTILITIES, INCLUDING BUT NOT LIMITED TO STORMWATER, SEWER, POTABLE WATER, LANDSCAPE IRRIGATION AND ELECTRICAL TO REMAIN AND BE PROTECTED (TYP.)

YARD DRAIN TOP ELEV. = 12.9'

YARD DRAIN TOP ELEV. = 12.7'

YARD DRAIN TOP ELEV. = 12.7'

EXISTING BENCHES AND PICNIC TABLES TO BE REMOVED AS NEEDED. STORE ON SITE AND REINSTALL IN ORIGINAL LOCATION (TYP.)

BENCHMARK NO. 1
TOP OF NAIL IN CONCRETE SEAWALL
ELEVATION = 12.51 FEET
(NAVD 1988)

REC NAIL ON SEAWALL
N(Y) = 1,698,774.68
E(X) = 695,148.70

PROPOSED TEMPORARY SILT FENCING

DISPLACED PAVERS TO BE CAREFULLY REMOVED AND STORED ON SITE. ANY PAVERS THAT ARE DAMAGED BEYOND REPAIR SHALL BE REMOVED AND HAULED OFF SITE.

160 LF EXISTING TIMBER RAMP REMAINS TO BE REMOVED

320 LF EXISTING TIMBER RAILING TO BE REMOVED

ALL EXISTING VOIDS LANDWARD OF SEAWALL TO BE CLEARED OF DEBRIS. CONTRACTOR SHALL TAKE SPECIAL CARE TO NOT DAMAGE EXISTING SEAWALL AND TIE RODS.

MEAN HIGH WATER LINE
EL.=(+)1.14 NAVD 88

0 30 60 Feet

DEMOLITION PLAN
1" = 30'

DRAWING: DEMOLITION PLAN
DMC JOB NO. 23-128-14
SHEET NO. C-03
DRAWN BL CAD C3D
CHECKED CNT SCALE AS SHOWN
APPROVED CNT DATE 01-17-2025

PROJECT NAME: 27TH AVENUE PARK SEAWALL REPAIR & BEACH ACCESS REPLACEMENT

CLIENT: CITY OF NEW SMYRNA BEACH

STATE OF FLORIDA PROFESSIONAL ENGINEER CURTIS N. TODD No. 37136

CURTIS N. TODD, PE
FLORIDA LICENSE No. 37136

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Fax:(386) 304-6506
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Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-14 27th Ave. Beachside Park Seawall Repair\Drawings\27th Ave. Seawall Repairs.dwg By: DMC-CAD Tab: DEMO (3) 1/21/2025

STATION	
0+23.4	2+22.8
0+28.1	2+78.0
0+47.7	2+86.2
0+74.5	2+92.6
1+10.5	2+98.1
1+19.0	3+04.1
1+27.8	3+39.4
1+37.0	3+42.9
1+43.9	3+45.7
1+46.1	3+60.0

LEGEND:

= APPROXIMATE LOCATION OF DAMAGED SHEET PILE

NOTE: LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY ALL DAMAGED SHEETS AND COORDINATE WITH THE ENGINEER OF RECORD FOR ANY INDETERMINATIONS.

27TH AVENUE PARK

ALTERNATE 1:
RESTORE PAVER WALKWAY TO ORIGINAL CONDITIONS. PAVERS REMOVED DURING DEMOLITION TO BE REUSED AS POSSIBLE. PROPOSED NEW PAVERS TO MATCH EXISTING COLORING AND DESIGN.

ALTERNATE 2:
EXISTING PAVERS SHALL BE REPLACED WITH STAMPED CONCRETE. THE CONTRACTOR SHALL SUBMIT PROPOSED STAMP PATTERN AND CONCRETE PIGMENT COLOR TO THE CITY AND THE ENGINEER OF RECORD FOR WRITTEN APPROVAL PRIOR TO ORDERING AND INSTALLING CONCRETE.
BOTH ALTERNATIVES SHALL MEET ADA SLOPE REQUIREMENTS.
TOTAL AREA ≈ 6,760 SF

END STA. 3+60 | STA. 3+00 | STA. 2+00 | STA. 1+00 | START STA. 0+00

MEAN HIGH WATER LINE
EL.=(+)1.14 NAVD 88

0 30 60 Feet

WALL REPAIR SITE PLAN
1" = 30'

DRAWING: WALL REPAIR SITE PLAN
DMC JOB NO. 23-128-14
SHEET NO. C-04
DRAWN BL | CAD | C3D
CHECKED CNT | SCALE AS SHOWN
APPROVED CNT | DATE 01-17-2025

PROJECT NAME: 27TH AVENUE PARK SEAWALL REPAIR & BEACH ACCESS REPLACEMENT
CLIENT: CITY OF NEW SMYRNA BEACH

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NOTE:
1. BEACH ACCESS RAMPS MUST NOT EXCEED MAXIMUM 8.33% SLOPE (1' V: 12' H), PER ADA REQUIREMENTS.
2. *RAMP LENGTH DETERMINED BY AN EMBEDMENT OF 2 FEET AT END (RECOMMENDED TO ACCOMMODATE FUTURE CHANGES IN BEACH ELEVATION.

27TH AVENUE PARK

340± LF PROPOSED ALUMINUM RAILING ALONG SEAWALL CAP, SEE RAILING DETAILS SHEET C-13

PROPOSED TIMBER BEACH ACCESS WITH OPEN DECKING

CENTER POINT OF TIMBER LANDING AND CONCRETE CAP
N: 695220.71654987
E: 1699648.05444566

BENCH

6'-0" (TYP.)

EL.= 2.58 | EL.= 5.50 | EL.= 8.00 | EL.= 10.50 | EL.= 13.00 | EL.= 2.50

CONNECT PROPOSED RAILING TO EXISTING VOLUSIA COUNTY ALUMINUM RAILING ALONG SEAWALL CAP

5'-0" C.C. (LAST BENT)

6'-0" C.C. LANDING POSTS (TYP.)

10'-0" C.C. POSTS (TYP.)

35'-0" RAMP (*SEE NOTE) | 30'-0" RAMP | 30'-0" RAMP | 30'-0" RAMP

6'-0" LANDING | 6'-0" LANDING | 6'-0" LANDING | 6'-0" LANDING

STAIR A

167'-0"

MEAN HIGH WATER LINE
EL.=(+)1.14 NAVD 88

0 20 40 Feet

BEACH ACCESS SITE PLAN
1" = 20'

STAIR ELEVATIONS			
STAIR	BEGINNING EL.	END OF EL.	NUMBER OF STEPS
A	13.00	2.50	18

DRAWING: BEACH ACCESS SITE PLAN
DMC JOB NO. 23-128-14
SHEET NO. C-05
DRAWN BL | CAD | C3D
CHECKED CNT | SCALE AS SHOWN
APPROVED CNT | DATE 01-17-2025

PROJECT NAME: 27TH AVENUE PARK SEAWALL REPAIR & BEACH ACCESS REPLACEMENT
CLIENT: CITY OF NEW SMYRNA BEACH

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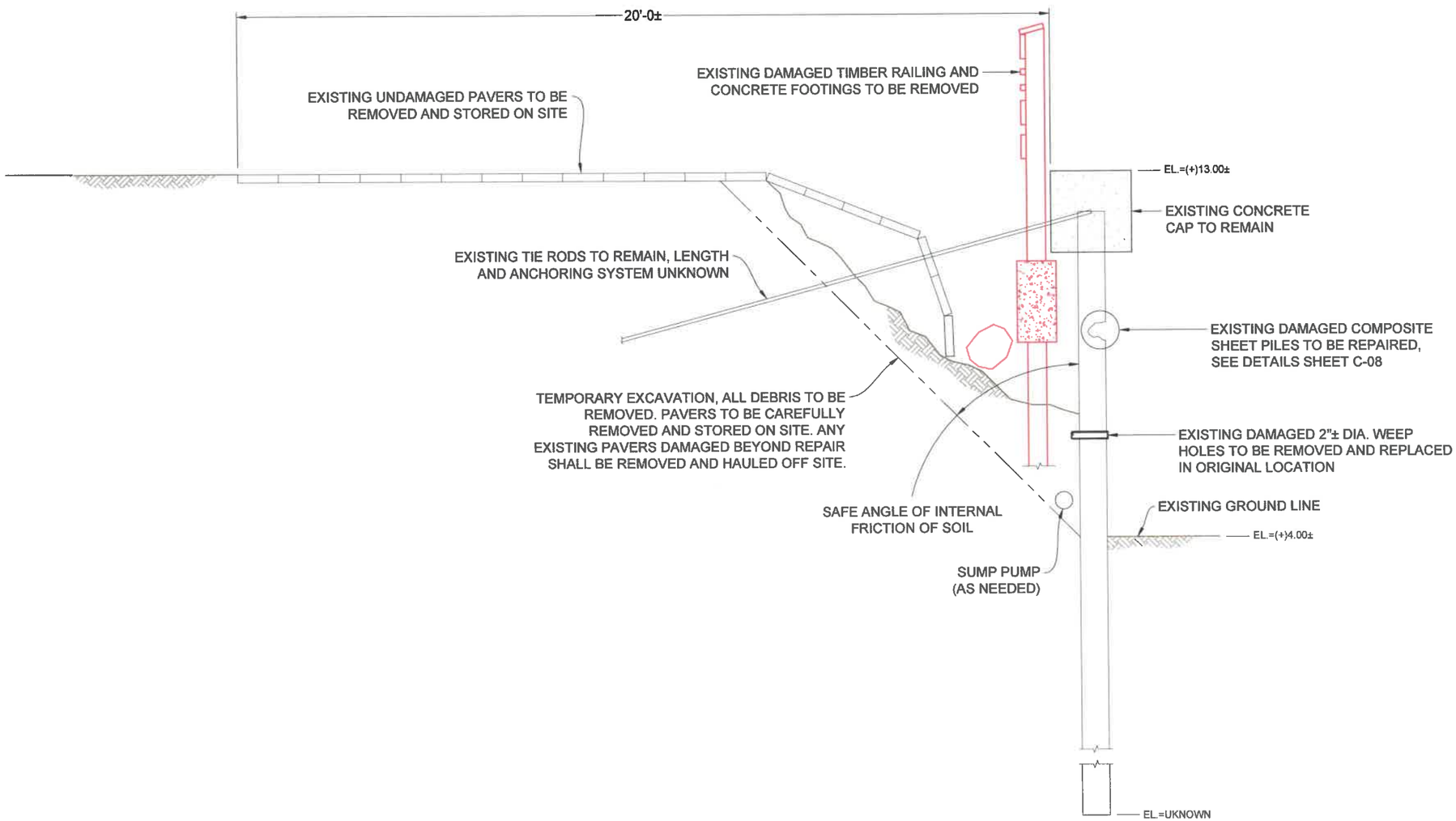
NOTE:
CONTRACTOR SHALL TAKE SPECIAL CARE AS TO NOT DAMAGE THE EXISTING SEAWALL, TIE RODS, UTILITIES, ETC. WHEN REMOVING AND CLEARING DEBRIS.



EXISTING CROSS-SECTION
1" = 3'

DRAWING: EXISTING CROSS-SECTION
DMC JOB NO. 23-128-14
SHEET NO. C-06
DRAWN BL | CAD C3D | CHECKED CNT | SCALE AS SHOWN | APPROVED CNT | DATE 01-17-2025

PROJECT NAME: 27TH AVENUE PARK SEAWALL REPAIR & BEACH ACCESS REPLACEMENT
CLIENT: CITY OF NEW SMYRNA BEACH

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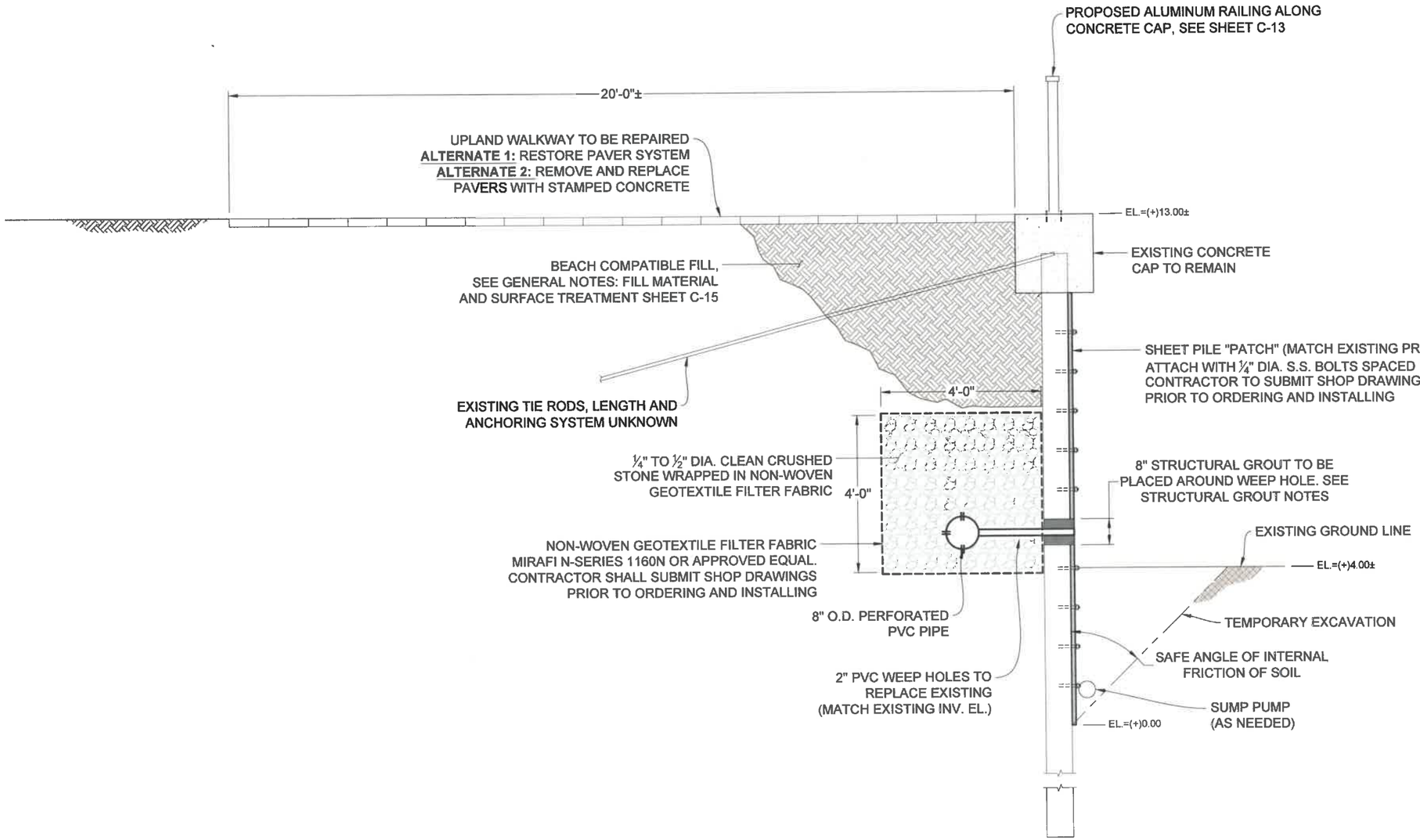
NOTES:
1. PAVER AREA MUST BE ADA COMPLIANT WITH CROSS-SLOPES NOT EXCEEDING 2% AND LONGITUDINAL SLOPES (RUNNING SLOPES) NOT EXCEEDING 5%.
2. ALL EXCAVATED BEACH SAND SHALL REMAIN ON SITE AND BE RE-FILLED IN ORIGINAL LOCATION AFTER SHEET-PILE "PATCH" IS INSTALLED.
3. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF PAVERS FOR APPROVAL PRIOR TO ORDERING AND INSTALLING.



PROPOSED CROSS-SECTION
1" = 3'

DRAWING: PROPOSED CROSS-SECTION
DMC JOB NO. 23-128-14
SHEET NO. C-07
DRAWN BL | CAD C3D | SCALE AS SHOWN
CHECKED CNT | APPROVED CNT | DATE 01-17-2025

PROJECT NAME: 27TH AVENUE PARK SEAWALL REPAIR & BEACH ACCESS REPLACEMENT
CLIENT: CITY OF NEW SMYRNA BEACH

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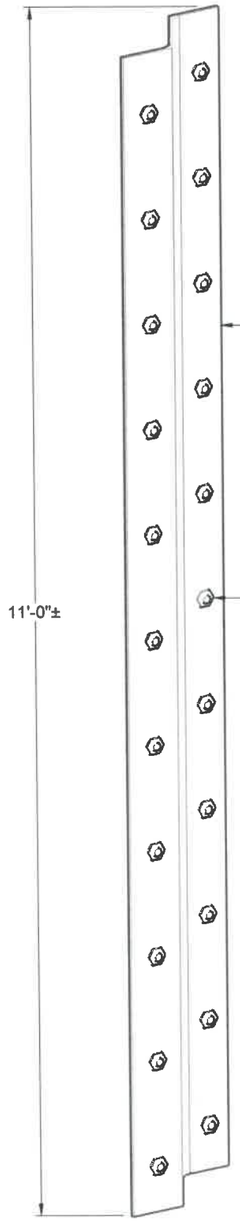
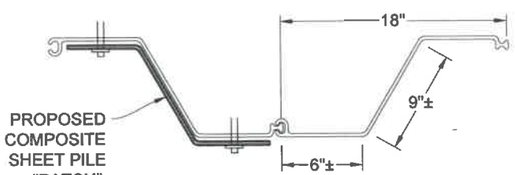


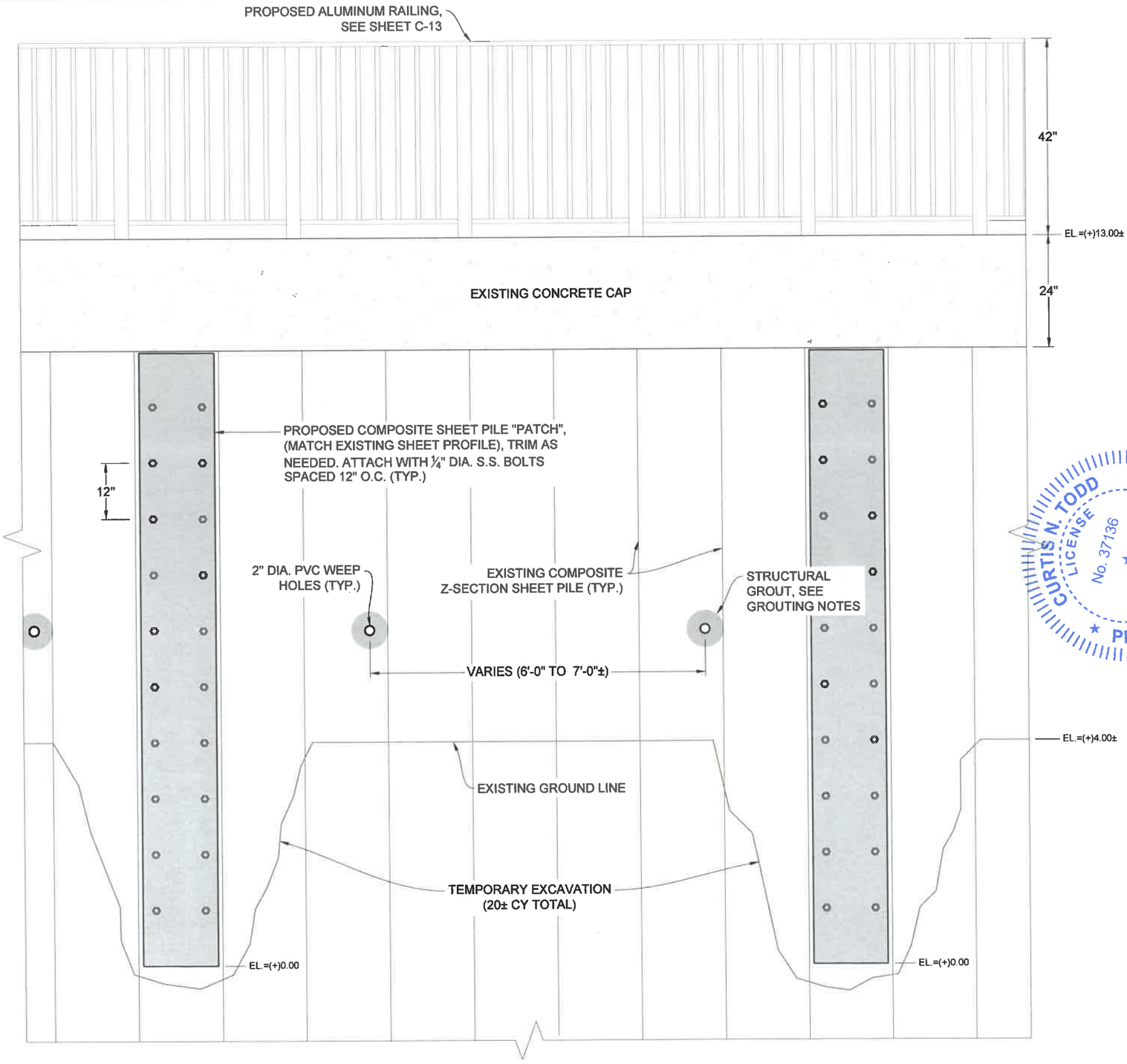
SHEET PILE "PATCH" ISOMETRIC

N.T.S.



SHEET PILE REPAIR PLAN

1" = 1'



SHEET PILE REPAIR ELEVATION

1" = 2'

CURTIS N. TODD LICENSE No. 37136 STATE OF FLORIDA PROFESSIONAL ENGINEER

DRAWING: REPAIR DETAILS

DMC JOB NO. 23-128-14

SHEET NO. C-08

DRAWN	BL	CAD	C3D
CHECKED	CNT	SCALE	AS SHOWN
APPROVED	CNT	DATE	01-17-2025

PROJECT NAME: 27TH AVENUE PARK SEAWALL REPAIR & BEACH ACCESS REPLACEMENT

CLIENT: CITY OF NEW SMYRNA BEACH

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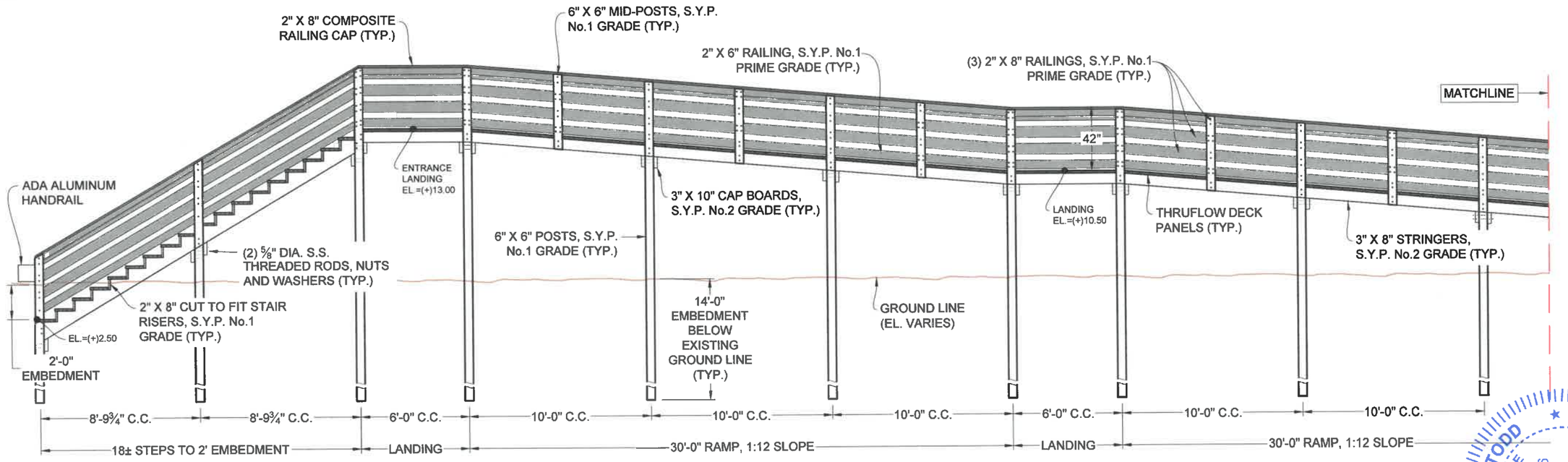
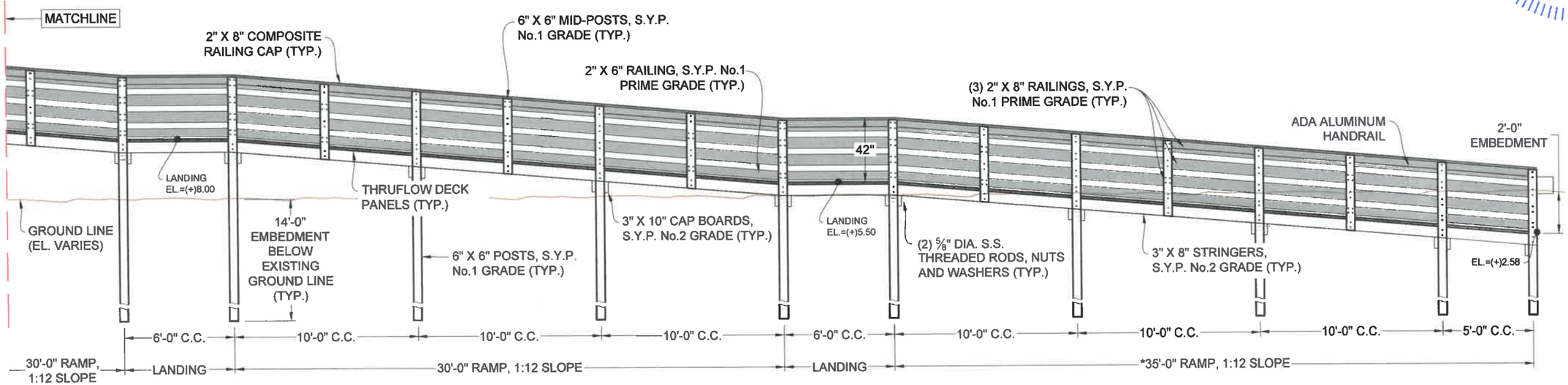
NOTE:
SEAWALL NOT SHOWN FOR CLARITY



TIMBER RAMP PROFILE

1" = 6'



TIMBER RAMP PROFILE

1" = 6'

*RAMP LENGTH DETERMINED BY EMBEDMENT OF 2 FEET AT END (RECOMMENDED TO ACCOMMODATE FUTURE CHANGES IN SAND ELEVATION).

DRAWING: TIMBER RAMP PROFILE
DMC JOB NO. 23-128-14
SHEET NO. C-09
DRAWN BL | CAD C3D
CHECKED CNT | SCALE AS SHOWN
APPROVED CNT | DATE 01-17-2025

PROJECT NAME: 27TH AVENUE PARK SEAWALL REPAIR & BEACH ACCESS REPLACEMENT
CLIENT: CITY OF NEW SMYRNA BEACH

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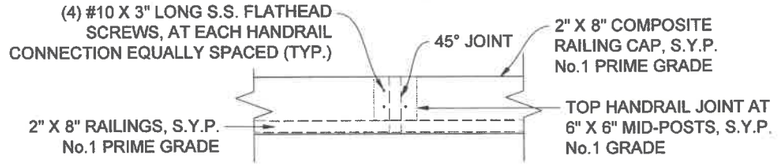
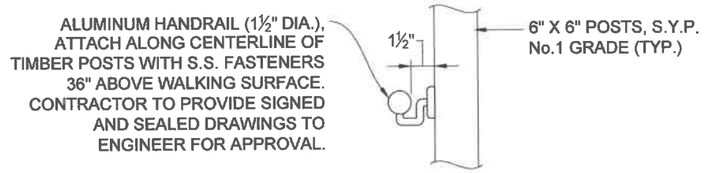
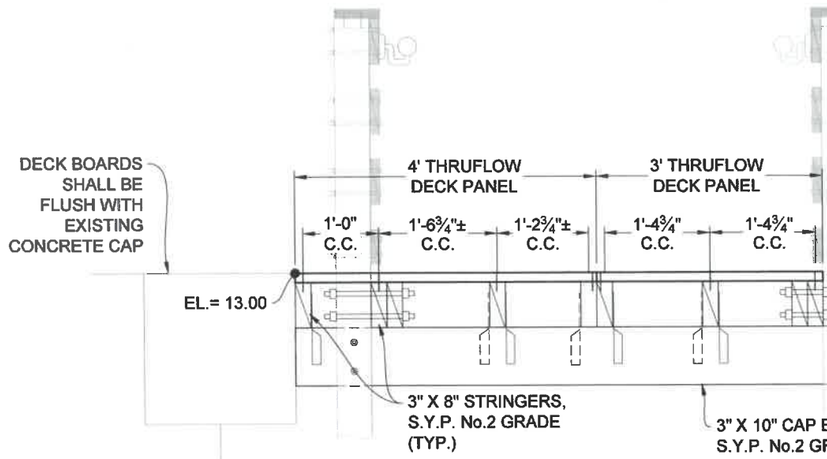
NOTE:
1. CONTRACTOR TO TAKE SPECIAL NOTE OF ENTRANCE LANDING STRINGER SPACING IN RELATION TO MOUNTING HOLES ON DECK PANELS AND SHALL CONSTRUCT PER PLANS.

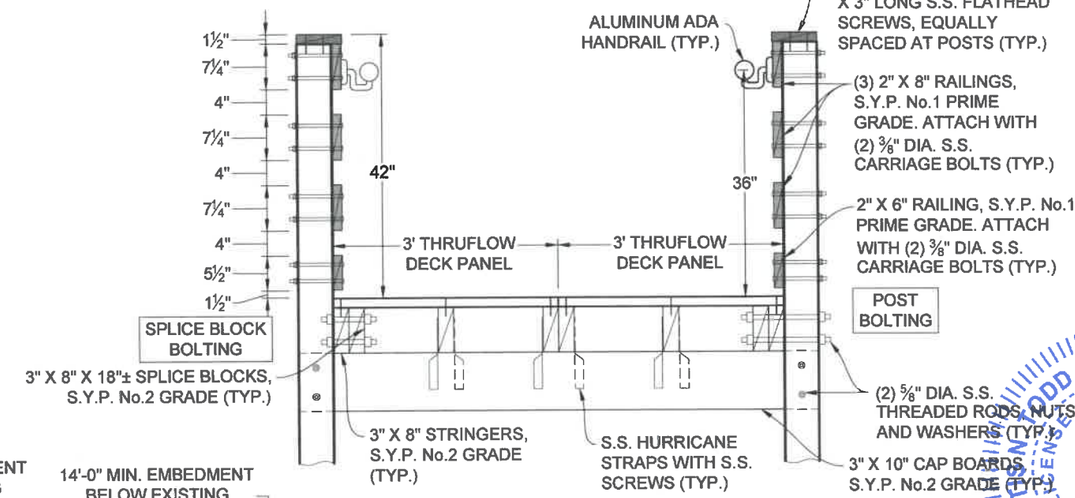


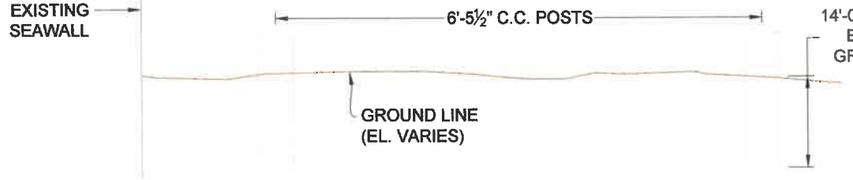
TOP RAILING DETAIL
N.T.S.



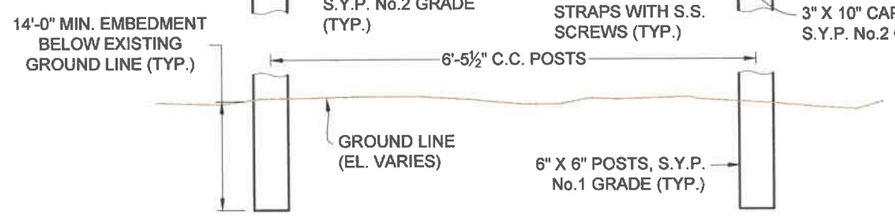
ADA COMPLIANT HANDRAIL
N.T.S.



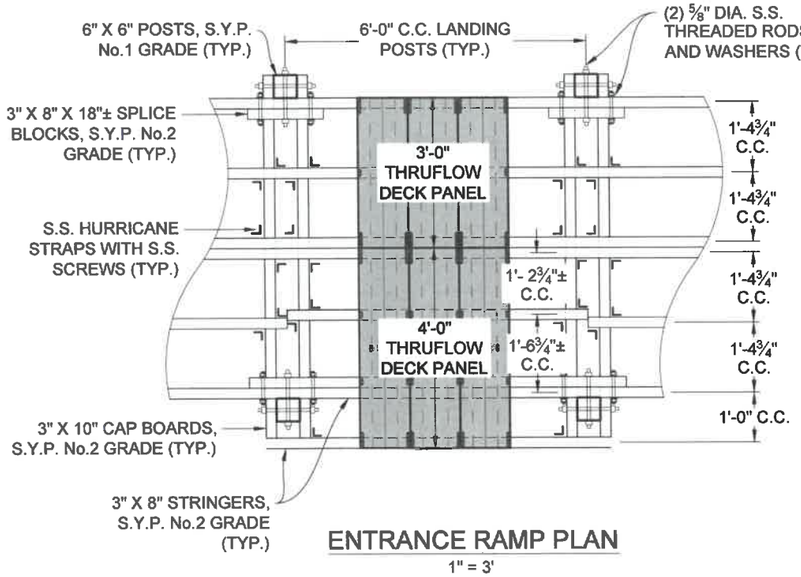




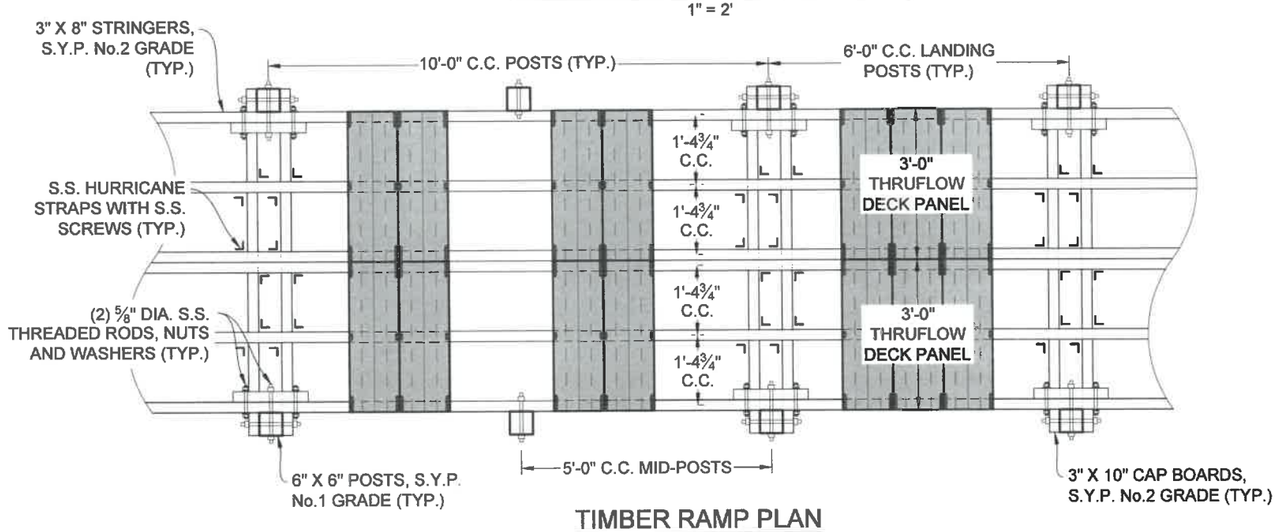
ENTRANCE RAMP CROSS-SECTION A-A
1" = 2'



TIMBER RAMP CROSS-SECTION
1" = 2'



ENTRANCE RAMP PLAN
1" = 3'



TIMBER RAMP PLAN
1" = 3'

DRAWING: TIMBER RAMP DETAILS
DMC JOB NO. 23-128-14
SHEET NO. C-10
DRAWN BL | CAD CSD | SCALE AS SHOWN
CHECKED CNT | APPROVED CNT | DATE 01-17-2025

PROJECT NAME: 27TH AVENUE PARK SEAWALL REPAIR & BEACH ACCESS REPLACEMENT
CLIENT: CITY OF NEW SMYRNA BEACH

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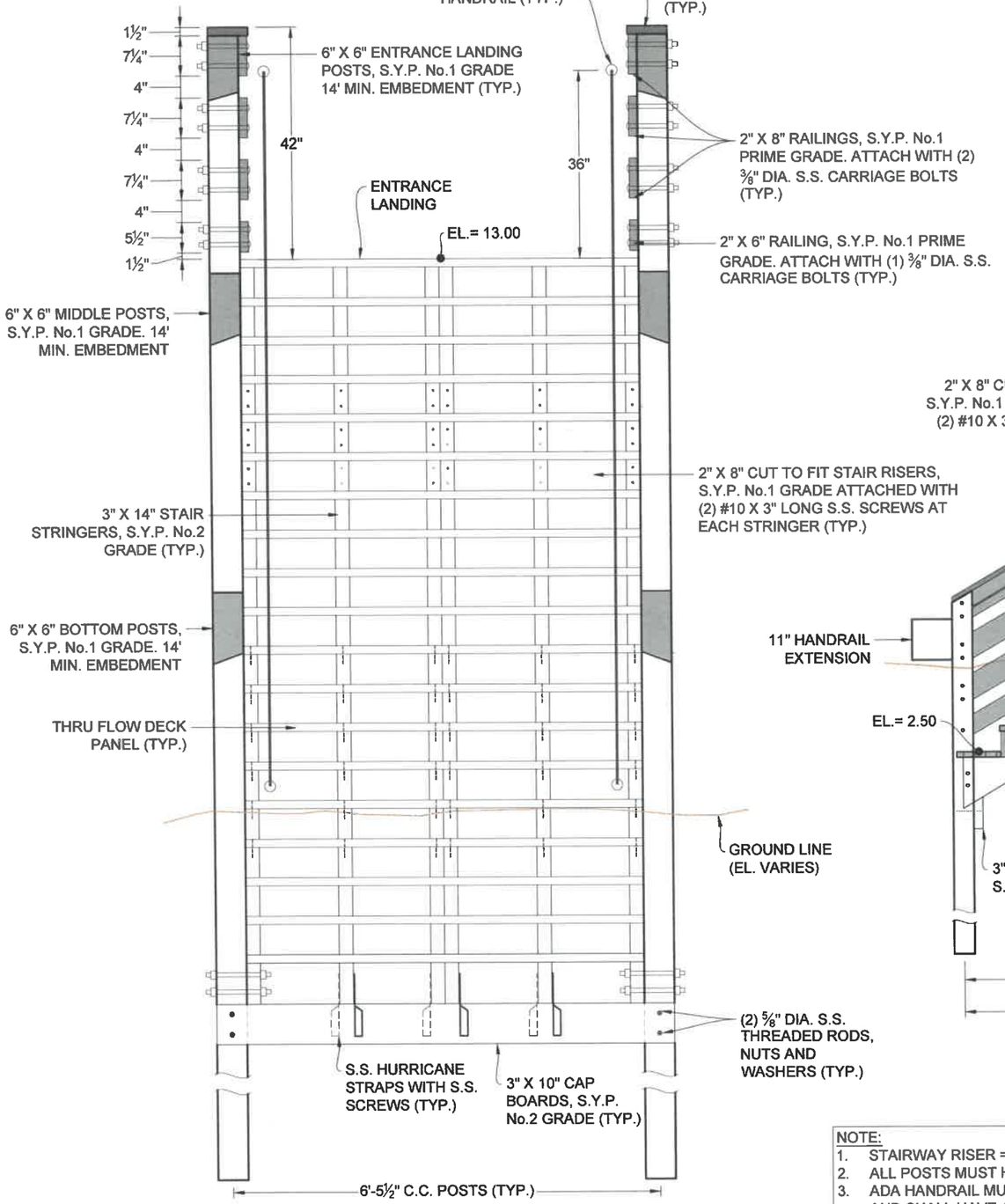
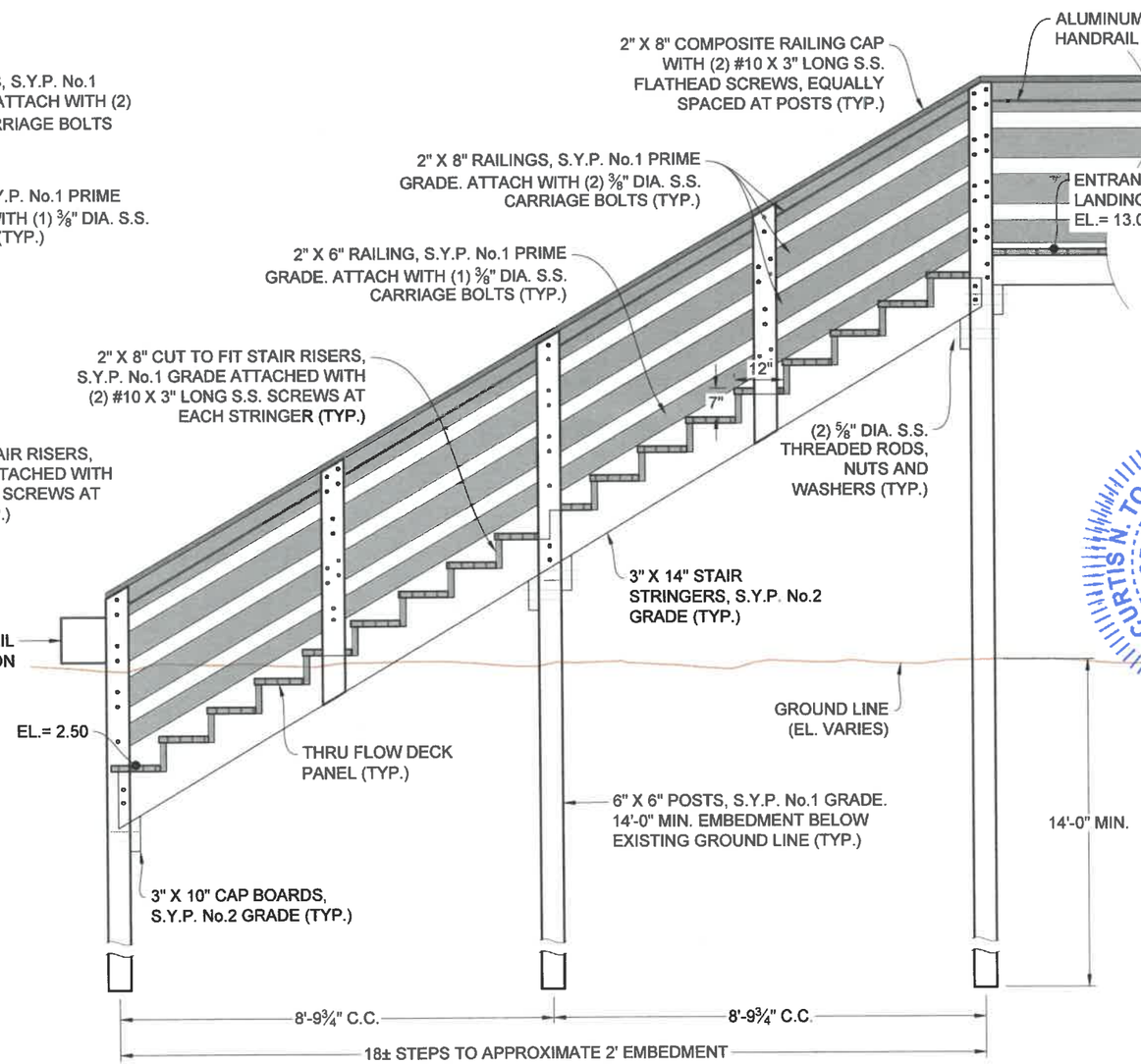
NOTE:
HORIZONTAL RAILINGS ON STAIR RISER SECTION NOT SHOWN FOR CLARITY.



STAIRWAY CROSS-SECTION
1" = 2'

NOTE:
STAIRWAY SHALL COMPLY WITH FBCA 504 AND FBCB 1009 AND SHALL HAVE HANDRAILS COMPLYING WITH FBCA 505.



STAIRWAY PROFILE
1" = 3'

NOTE:
1. STAIRWAY RISER = 7" MAX., TREAD = 12" (THRU FLOW DECK PANEL)
2. ALL POSTS MUST HAVE 14' MIN. EMBEDMENT.
3. ADA HANDRAIL MUST BE INSTALLED AT ALL STAIRWAY LOCATIONS AND SHALL HAVE 12" OF HORIZONTAL HANDRAIL AT TOP OF FLIGHT PER FBCA 505.
4. RISER BOARDS NOT SHOWN FOR CLARITY.

DRAWING: TIMBER STAIRWAY DETAILS
DMC JOB NO. 23-128-14
SHEET NO. C-11
DRAWN BL | CAD C3D | SCALE AS SHOWN
CHECKED CNT | DATE 01-17-2025
APPROVED CNT

PROJECT NAME: 27TH AVENUE PARK SEAWALL REPAIR & BEACH ACCESS REPLACEMENT
CLIENT: CITY OF NEW SMYRNA BEACH

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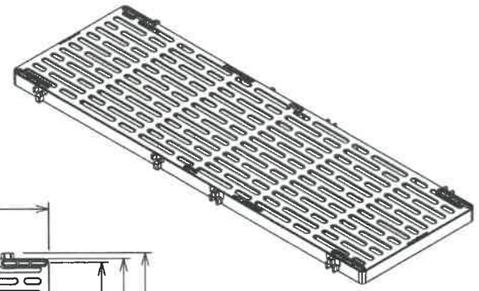
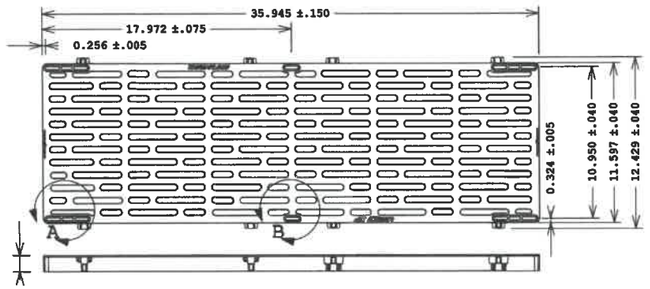
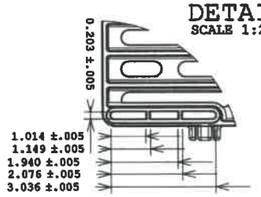
THRUFLOW LEGACY XP SERIES

REV	DESCRIPTION	ECN	DRWN	DATE APPROVED

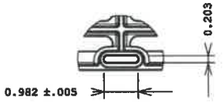




DETAIL A
SCALE 1:2



DETAIL B
SCALE 1:2



NOTES: TEXTURE NOT SHOWN
TEXTURE ADDS 0.015" TO PART HEIGHT
FASTENING SLOTS ARE SYMMETRICAL

UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES; TOLERANCES: FRACTIONAL ±1/64, ANGULAR: MACH ±1°, TWO PLACE DECIMAL ±.01, THREE PLACE DECIMAL ±.005; MATERIAL: PP+15% LGF; FINISH: NON-SLIP TEXTURE; DO NOT SCALE DRAWING

	NAME	DATE
DRAWN		
CHECKED		
ENG APPROVAL		
MFG APPROVAL		
QA APPROVAL		

PART FILE: 2022-03-08 TF2007 Legacy XP-3 Foot_Rich Shrink.STP

TITLE: Legacy XP 3ft

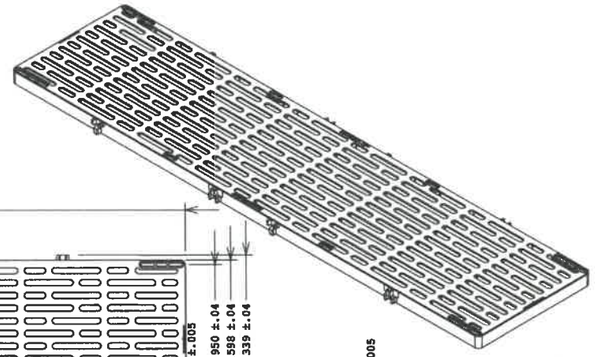
SIZE: B | DWG NO: | REV:

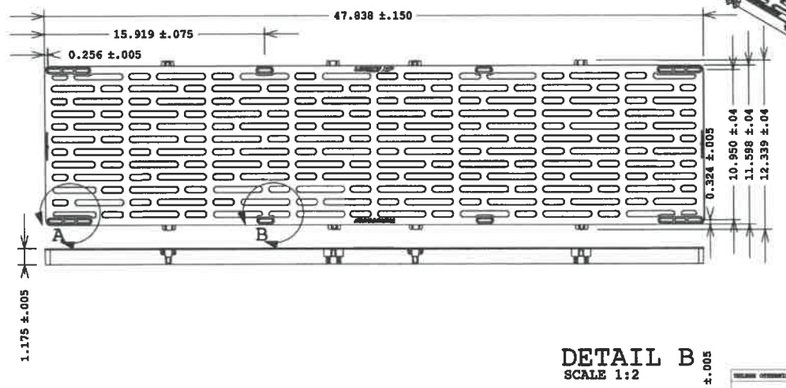
WEIGHT: | SHEET: 1 OF 1

LEGACY XP

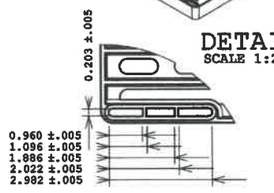
THRUFLOW LEGACY XP SERIES

REV	DESCRIPTION	ECN	DRWN	DATE APPROVED





DETAIL A
SCALE 1:2



DETAIL B
SCALE 1:2



NOTES: TEXTURE NOT SHOWN
TEXTURE ADDS 0.015" TO PART HEIGHT
FASTENING SLOTS ARE SYMMETRICAL

UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES; TOLERANCES: FRACTIONAL ±1/64, ANGULAR: MACH ±1°, TWO PLACE DECIMAL ±.01, THREE PLACE DECIMAL ±.005; MATERIAL: PP+15% LGF; FINISH: NON-SLIP TEXTURE; DO NOT SCALE DRAWING

	NAME	DATE
DRAWN		
CHECKED		
ENG APPROVAL		
MFG APPROVAL		
QA APPROVAL		

PART FILE: 2020-02-18 TF2006 Legacy XP-4 Foot

TITLE: Legacy XP 4ft

SIZE: B | DWG NO: | REV:

WEIGHT: | SCALE: 1:5 | SHEET: 1 OF 1

LEGACY XP

NOTE:
CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AND COLOR OPTIONS OF "THRUFLOW LEGACY XP" DECKING AND OR AN APPROVED EQUIVALENT PRODUCT ENGINEER OF RECORD FOR APPROVAL PRIOR TO ORDERING AND INSTALLING.

THRUFLOW
PREMIUM DECKING SOLUTIONS

ThruFlow™ Legacy XP Specification Chart

Colors Available		Maple	Light Grey	Seafoam
Base Material		FRPP - Fibreglass Reinforced Polypropylene		
Panels		Legacy XP	Legacy XP	Legacy XP
Sizes	feet	1 x 3	1 x 4	1 x 5
Detail Sizes - (W x L x H)	inch	11.92 x 35.94 x 1.20	11.86 x 47.84 x 1.20	11.97 x 59.9 x 1.20
	mm	302.7 x 913.0 x 30.5	301.2x 1216 x 30.5	304.0 x 1521 x 30.5
Detail Sizes - (W x L x H) Without Tab Option	inch	11.6 x 35.94 x 1.20	11.6 x 47.84 x 1.20	Not Available
	mm	295.0 x 913.0 x 30.5	295.0x 1216 x 30.5	Without Tabs
Support Span	inch	18	16	15
	mm	457	406	381
Weight	lbs	5.13	6.2	7.82
	Kg	1.97	2.64	3.3
Load Capacity at 0.125" Mid Span Deflection[1]	lb_f	360	16" O.C. - 331 / 24" O.C. - 287	393
	N	1,599	1472 / 1276	1,748
Load Capacity - Peak Load[1]	lb_f	2,798	16" O.C. - 2,527 / 24" O.C. - 1,700	2,587
	N	12,444	11,240 / 7,560	11,509
Concentrated Static Load - Peak Load[1]	lb_f	1,198	16" O.C. - 1,408 / 24" O.C. - 830	1,140
ASTM E661	N	5,329	6,267 / 3,692	5,071
Coefficient of Friction[2] Static		0.78		
ASTM D2394-83 Kinetic		0.76		
Thermal Expansion[3]	1/°F	1.40×10^{-5}		
ASTM D696-03	1/°C	2.52×10^{-5}		
Light Availability[4] Surface	%	43		
18" Dock Height	%	61		
60" Dock Height	%	84		
U/V Light Properties		U/V Stabilized by Additive		
Warranty		Lifetime Limited Warranty		

For full test reports please contact ThruFlow Inc.
700 Gillard St., Wallaceburg, ON, N8A 4L3
1-888-478-3569 / sales@thruflow.com

[1] UNB Wood Science and Technology Centre - Report# WSTC2014-044
[2] Cambridge Material Testing Limited - Report# 356155J-04
[3] Cambridge Material Testing Limited - Report# 356155D-04
[4] Cambridge Material Testing Limited - Report# 354661-04

Please note the width on all parts listed include the width of the tabs on one side of the part.



DRAWING: DECK PANEL DETAILS
DMC JOB NO. 23-128-14
SHEET NO. C-12
DRAWN BL | CAD C3D | SCALE AS SHOWN
CHECKED CNT | APPROVED CNT | DATE 01-17-2025

PROJECT NAME: 27TH AVENUE PARK SEAWALL REPAIR & BEACH ACCESS REPLACEMENT
CLIENT: CITY OF NEW SMYRNA BEACH

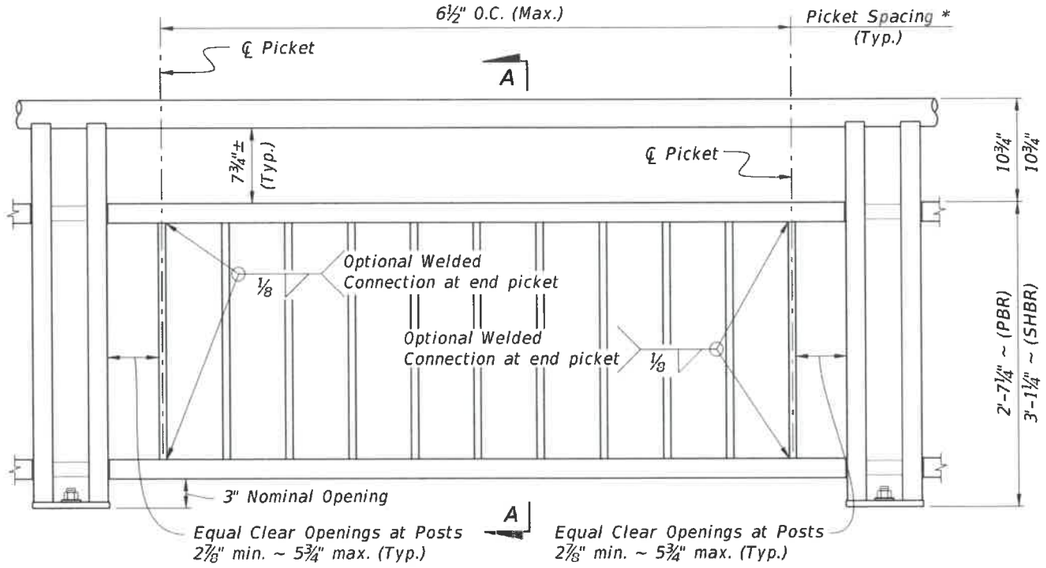
STATE OF FLORIDA CURTIS N. TODD P.E. No. 37136 PROFESSIONAL ENGINEER

CURTIS N. TODD, P.E.
FLORIDA LICENSE No. 37136

Dredging & Marine Consultants
4643 S. Clyde Morris Blvd
Unit 302
Port Orange, FL 32129
Phone:(386) 304-6505
Fax:(386) 304-6506
www.dmces.com
DMC ENGINEERS • SCIENTISTS

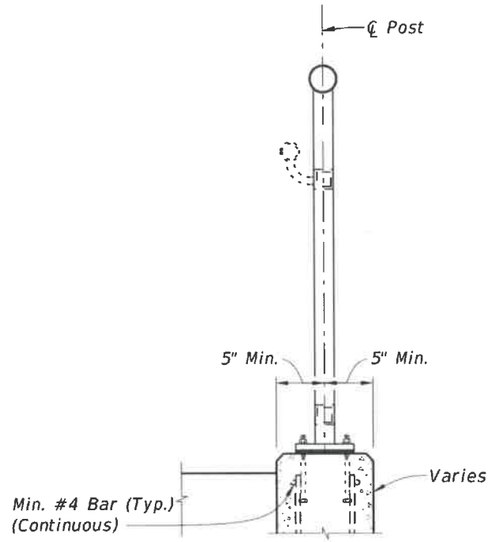
SMYRNA BEACH

Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-14 27th Ave. Beachside Park Seawall Repair\Drawings\27th Ave. Seawall Repairs.dwg By: DMC-CAD Tab: DECKING (12) 1/21/2025



TYPE 1 - PICKET INFILL PANEL

PICKET NOTES:
** Picket Spacing of 6½" centers is based on a ¾" Ø Bar for standard applications. When shown in the Contract Plans a 4½" picket spacing may be required. See Note 4 (Sheet 1).*



TYPICAL SECTION FOR 4~BOLT ANCHORAGE (Case IV)



ALUMINUM RAILING NOTES:

1. FDOT STANDARD PLANS INDEX 515-062 TYPE 1 PICKET INFILL PANEL OR APPROVED EQUAL.
2. 4-BOLT ANCHORAGE (CASE IV).
3. ALL HARDWARE SHALL BE 316 STAINLESS STEEL.
4. NYLON WASHERS SHALL BE PLACED BETWEEN ALL STAINLESS STEEL AND ALUMINUM COMPONENTS.
5. ADA COMPLIANT HANDRAILS SHALL BE PERMANENTLY FIXED TO RAILING WHERE APPLICABLE PER FLORIDA BUILDING CODE - ACCESSIBILITY 405.8
6. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL PRIOR TO ORDERING.

ALUMINUM RAILING DETAILS

N.T.S.

DRAWING: RAILING DETAILS
DMC JOB NO. 23-128-14
SHEET NO. C-13
DRAWN BL | CAD C3D | SCALE AS SHOWN
CHECKED CNT | APPROVED CNT | DATE 01-17-2025

PROJECT NAME: 27TH AVENUE PARK SEAWALL REPAIR & BEACH ACCESS REPLACEMENT

CLIENT: CITY OF NEW SMYRNA BEACH

STATE OF FLORIDA
CURTIS N. TODD
No. 37136
PROFESSIONAL ENGINEER
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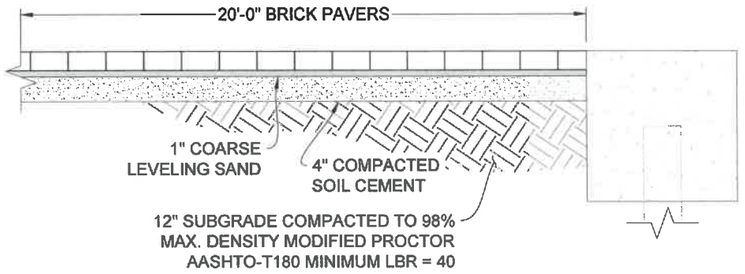
NEW SMYRNA BEACH

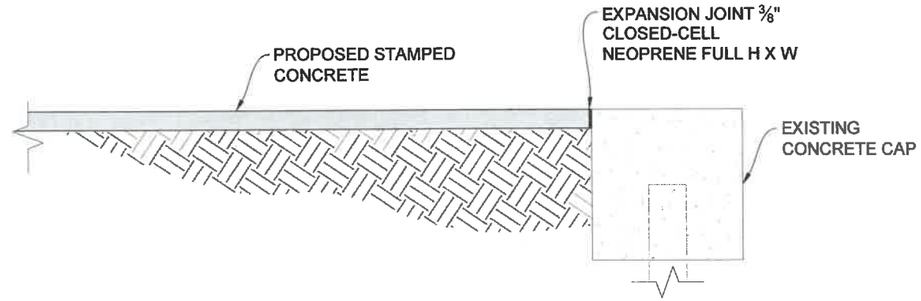
Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-14 27th Ave. Beachside Park Seawall Repair\Drawings\27th Ave. Seawall Repairs.dwg By: DMC-CAD Tab: RAILING (13) 1/21/2025

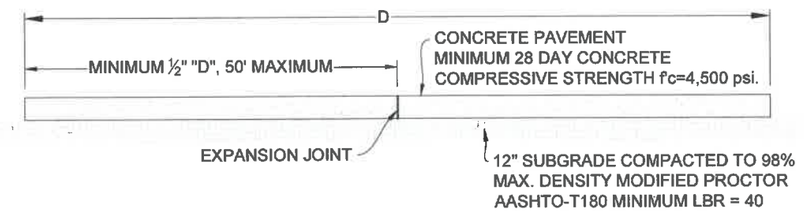


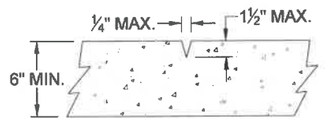
BEARING SUBGRADE REQUIREMENTS
THE BEARING SUBSURFACE SHALL HAVE ALL ORGANIC, LOOSE, AND DELETERIOUS MATERIAL REMOVED, AND THE REMAINING CLEAN SOIL SHALL BE SMOOTH, SOUND, AND SOLID. ANY FILL MATERIAL SHALL BE COMPACTED WITH A VIBRATORY OR IMPACT COMPACTION MACHINE IN MAXIMUM 12 INCH LIFTS OR COMPACTED WITH A HAND TAMPER IN MAXIMUM 4 INCH LIFTS TO 98% OF MODIFIED PROCTOR PER AASHTO T-180. HEAVY EQUIPMENT SHALL NOT BE OPERATED WITHIN 25 FEET OF THE SEAWALL .

BID ALTERNATE ITEM #1 - REMOVE AND REINSTALL PAVERS

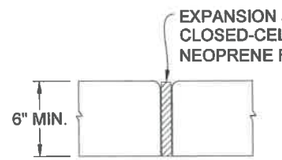
N.T.S.







CONTRACTION JOINT



SIDEWALK EXPANSION JOINT

BEARING SUBGRADE REQUIREMENTS
THE BEARING SUBSURFACE SHALL HAVE ALL ORGANIC, LOOSE, AND DELETERIOUS MATERIAL REMOVED, AND THE REMAINING CLEAN SOIL SHALL BE SMOOTH, SOUND, AND SOLID. ANY FILL MATERIAL SHALL BE COMPACTED WITH A VIBRATORY OR IMPACT COMPACTION MACHINE IN MAXIMUM 12 INCH LIFTS OR COMPACTED WITH A HAND TAMPER IN MAXIMUM 4 INCH LIFTS TO 98% OF MODIFIED PROCTOR PER AASHTO T-180. HEAVY EQUIPMENT SHALL NOT BE OPERATED WITHIN 25 FEET OF THE SEAWALL .

CONCRETE NOTES:
1. MINIMUM 28 DAY CONCRETE COMPRESSIVE STRENGTH f'c = 4,500 psi
2. 6" MINIMUM THICKNESS
3. LARGE (¾" MINIMUM) AND SMALL AGGREGATES WASHED AND FREE OF CHLORIDES OR REACTIVE CHEMICALS. AGGREGATE SHALL BE CRUSHED STONE, NO PEA GRAVEL OR ROUNDED GRAVEL.
4. REINFORCED WITH 1.5 LBS. PER CUBIC YARD FIBERMESH 150 VIRGIN HOMOPOLYMER POLYPROPYLENE MULTI-FILAMENT FIBERS CONTAINING NO OLEFIN MATERIALS.
5. SEE ADDITIONAL CONCRETE NOTES IN THE GENERAL NOTES OF THIS CONSTRUCTION PLAN SET.

BID ALTERNATE ITEM #2 - STAMPED CONCRETE

N.T.S.

DRAWING: BID ALTERNATE ITEMS
DMC JOB NO. 23-128-14
SHEET NO. C-14
DRAWN BL | CAD CSD | SCALE AS SHOWN
CHECKED CNT | APPROVED CNT | DATE 01-17-2025

PROJECT NAME: 27TH AVENUE PARK SEAWALL REPAIR & BEACH ACCESS REPLACEMENT
CLIENT: CITY OF NEW SMYRNA BEACH

CURTIS N. TODD, P.E. FLORIDA LICENSE No. 37136

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Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-14 27th Ave. Beachside Park Seawall Repair\Drawings\27th Ave. Seawall Repairs.dwg By: DMC-CAD Tab: Bid Alt (14) 1/21/2025

IMPORTANT NOTES TO BIDDERS:

1. The Contractor shall keep a post driving log as specified in the plans and may not cut off posts until the Engineer has given approval to do so. The Contractor must provide advanced notification of a request to cut off posts so that the Engineer may make field observations, if necessary. The Engineer will not make a structure certification if the Contractor does not comply with this requirement. If a vibratory hammer, auger or jetting equipment is used to install posts, the time needed to hammer and/or jet and/or auger each post shall be recorded.
2. The Contractor shall retain all material delivery tickets, material testing reports and cut-sheets/shop drawings for manufactured products for the project and provide copies to the Engineer on a weekly basis. The Engineer will not make a structure certification if the Contractor does not comply with this requirement.
3. The Engineer must be given advanced notice of the critical stages of construction such as initial construction stakeout, demolition and clearing, sheet-pile repair, paver placement, post driving, deck framing, railing installation, etc. The Engineer will not make a structure certification if the Contractor does not comply with this requirement.
4. The location of existing utilities, utility services, facilities, and structural features shown on these plans has been determined from the information available at the time of the preparation of these plans, but do not purport to be absolutely correct and are provided for only the convenience of the Contractor. Any inaccuracy or omission in such information shall not relieve the Contractor of its responsibility to protect the existing features from damage and unscheduled interruption of service or from the responsibility to relocate utilities are required. Should a discrepancy arise between these plans and actual field conditions which would appreciably affect the execution of the plans the Contractor shall stop construction and notify the County and utility or facility owner immediately. The Contractor shall verify, prior to construction, the exact location, elevation, dimensions of all existing utilities, facilities, structures, and other features (whether or not shown in the plans). The Contractor shall be solely responsible for coordination of any utilities to be adjusted by others for the construction of this project and shall coordinate with other utilities and entitles as required to ensure the successful implementation of this project.
5. A pre-construction meeting must be scheduled before start of construction and all parties are to attend including: Owner or Owner's Representative, Engineer, Prime Contractor, Subcontractor(s), Surveyor, Applicable Tradesmen, etc. The Engineer will lead the meeting and provide a list of critical items to discuss.
6. Bidders are advised that overnight parking of equipment or storage of materials on the beach is forbidden at all times. The bid price shall include all costs associated with obtaining and securing temporary material stockpile areas and equipment lay down areas.

GENERAL:

1. Owner hereinafter refers to Owner's Representative, City, County, Town, Developer or Private Entity.
2. All elevations in the project plans are referenced to feet N.A.V.D. 88.
3. The project shall be straight, plumbed, level, and elevations are correct as shown in plans.
4. Any deviation from these plans, notes or specifications must be approved in writing by the Owner or Engineer, or else the deviation will be considered construction non-compliant with the plans and specifications.
5. Any discrepancies amongst the plans, notes, specifications and other bid documents must be resolved in writing by the Owner or Engineer prior to continuing the work in question.
6. These plans, notes and specifications, along with the other components of the project bidding documents, constitute the only instructions to bidders/contractors, unless written addenda are issued.
7. All construction, manufacturing, fabrication and testing of materials shall be performed under the guidelines set forth in applicable local, state and federal codes, and/or under recommendations provided in technical publications of respected professional or industry organizations. Material testing programs, where applicable, shall be presented to the Engineer for review and approval prior to construction.
8. All products constructed or manufactured/supplied for the project shall be accompanied by industry acceptable warranties or guarantees.
9. For the purpose of these specifications. "Project Completion" is defined as completion of an agreed upon list of punchlist items compiled in a planned project walkthrough held at a time the Contractor considers the project to be "Substantially Complete". The Contractor shall notify the Owner and Engineer at least 72 hours in advance of substantial completion and schedule a mutually agreeable walkthrough.
10. A portion of the site lies within flood zones "VE" with a base flood elevation of 9.0 as indicated on Federal Emergency Management Agency Flood Insurance Rate Map Community Panel No.12127C0544J dated September 29, 2017.
11. Any materials interfering with construction, and all abandoned utility lines, pipes, structures and other subterranean objects to be removed, shall be disposed of as directed by the Owner. All materials not claimed by the Owner shall be disposed of at the Contractor's expense in areas provided by the Contractor.
12. All materials to be removed from the existing structures per the construction plans.
13. The Contractor shall provide all sheeting, shoring and bracing required to meet the requirements of the "Trench Safety Act" and to protect adjacent structures or to minimize trench width. Where a separate pay item is not provided, the cost for all sheeting, shoring and bracing required shall be included in the contract price for the item of work for which sheeting, shoring and bracing is anticipated to be required.
14. The Contractor shall endeavor to protect private property. Any damage caused by the Contractor in the performance of his work shall be corrected to the satisfaction of the Engineer at the Contractor's expense. Payment shall not be made for this work.
15. Any damage to state, county, or local roads caused by the Contractor's hauling or excavation equipment shall be repaired by the Contractor to the satisfaction of the Engineer. Payment shall not be made for this work.
16. The construction lengths indicated in these plans are approximate. Actual limits may be set in the fields as directed by the Engineer.
17. During land alteration and construction activities, it shall be unlawful to remove vegetation by grubbing, or to place soil deposits, debris, solvents, construction material, machinery or other equipment of any kind within the dripline of a tree to remain on site unless approved by the Engineer.
18. All trimming undertaken on a tree protected by provisions of the land development code shall be pruned in accordance with the National Arborist Association (NAA) Pruning Standards.
19. The Owner and the Engineer reserve the right to perform quality assurance testing on all materials delivered to project and to reject all materials not meeting acceptable standards.
20. The Contractor shall be responsible for the complete stake-out of the project, i.e., line, grade, slope stake, utility relocations or any other stake-out that may be required to complete the project in accordance with the plans and specifications. Any and all expenses incurred for this work shall be included in the unit price bid for other items. No additional payment shall be made for this work. Contractor shall also be required to provide a certified as-built survey of the grading, drainage and earthwork improvements and meet any minimum requirements of Owner.
21. Overall cleanup shall be accomplished by the Contractor in accordance with Owner standards or as directed by the Engineer. Any and all expenses incurred for this work shall be included in the unit price bid for other items.
22. If, during construction activities, any evidence of historic resources including, but not limited to, aboriginal or historic pottery, prehistoric stone tools, bone or shell tools, historic trash pits, or historic building foundations are discovered, work shall come to an immediate stop and the client and the Florida Division of Historical Resources shall be notified within two working days.
23. All materials and construction shall be in accordance with the more stringent of the current FDOT Standards and Specifications or City of New Smyrna Beach Standards and Specifications.
24. Contractor shall be responsible for independently calculating all quantities for the project including earthwork. It is the Contractors responsibility to verify the Engineers estimated quantities included on the bid schedule.
25. The Contractor shall provide pumping equipment and devices to properly remove and dispose of water during construction, if needed.
26. Refer to construction pollution prevention plan for erosion control notes.

SURVEY INFORMATION:

Topographic information shown hereon from survey performed by Daniel W. Cory Surveyor, LLC., dated January 29, 2024. Referenced on the North American Vertical Datum of 1988 (N.A.V.D. 88).

ENVIRONMENTAL AND PERMITS:

1. The U.S. Army Corps of Engineers (USACE), Florida Department of Environmental Protection (FDEP) and the local city or county may exert jurisdiction over construction of the project. The Contractor shall be responsible to understand and comply with all applicable permit conditions imposed by the jurisdictional agencies, if permits are necessary. If not, the Contractor must at least comply with general state water quality standards for siltation and guidelines for encounters with threatened and endangered species.
2. All building and construction-related permits from the local (city or county) or state authorities are the responsibility of the Contractor.
3. The Contractor shall be responsible for penalties and/or fines levied due to work that is not in accordance with permit conditions.
4. National Marine Fisheries Services has special conditions for manatees. See details.
5. The project includes earthwork activities located seaward of the Coastal Construction Control Line (CCCL). The Contractor is absolutely forbidden from moving native soils located seaward of the CCCL to any location on the landward side of the CCCL. The Contractor shall abide by all state regulations and permit requirements regarding the placement of imported fill seaward of the CCCL.

SUBMITTALS:

All submittals shall be made to the Engineer of Record for review and approval, in writing, prior to ordering and before construction. Submittals also include but are not limited to, shop drawings, mark-up drawings, sketches, cut-sheets, product literature, additional specifications, photographs and letters.

Submittals list:

1. Schedule for completion of work with tasks and durations defined.
2. Shipping, Stockpile and Site Administration Plan (SSSAP).
3. Temporary Traffic Control plan (TTC) for vehicles and pedestrians, including material deliveries, stockpile area(s), worker's parking and construction equipment.
4. Site-Specific Safety Plan shall be distributed and reviewed with all site workers prior to said workers commencing work on the project site. See "Site Safety" heading.
5. Complete list of required shop drawing submittals shall be provided by the Engineer at the preconstruction meeting.
6. Changes, alternates or other methods different from project plans must be approved, in writing, via submittals required by the Engineer and/or Owner.
7. After completing the punchlist in the field, the Contractor must submit a itemized punchlist, as-built survey and record drawings for final changes and the Engineer of Record approving in writing.
8. The Contractor shall be responsible for keeping a log of change orders, RFI's and shop drawings. The log shall be updated and available upon request.
9. The Contractor is responsible for obtaining and submitting all required shop drawing submittals as required by the construction plans and technical specifications for construction of the project to the Engineer at the pre-construction meeting. Any uncertainties of the shop drawings as related to the plans or specifications shall be presented to the Engineer prior to or during the pre-construction meeting

INSPECTION COORDINATION:

1. The Engineer will be conducting routine observations and observations at critical stages of construction. A minimum of 72 hours notice shall be given to the Engineer prior to commencing the critical stages of construction. In general, critical stages are the initial work on the major structure components. Examples of critical stages of construction include: initial construction stakeout, demolition and clearing, sheet-pile repair, paver placement, post driving, deck framing, railing installation, etc.
2. The local city or county may perform their own construction observations in addition to the Engineer. No observers other than the Engineer or his/her designated representative shall have the authority to determine compliance with plans and specifications.
3. Other observers may relay information to the Engineer, but it will be the Contractor's ultimate responsibility to maintain contact and resolve disputes, questions, field changes, payment requests, etc. directly with the Owner or Engineer.

CONSTRUCTION SURVEYING:

1. Stake-out survey of the project is the responsibility of the Contractor. Beginning and end points will be provided by the Owner or Engineer in the project drawings.
2. The staked project must be approved by the Engineer prior to commencing construction. The Engineer reserves the right to make alignment changes based on conditions portrayed by the initial stakeout.
3. Methods and frequency of continuing stake-out during construction shall be submitted to the Engineer for approval prior to beginning construction.
4. The Contractor must perform an independent construction record survey (as-built survey) as a check for compliance at the end of the project. The record survey must be signed and sealed by a State of Florida Licensed Professional Surveyor. The record survey must be referenced to feet N.A.V.D. 88.
5. The Prime Contractor is advised that certification of the project elevations and alignment is required by the Engineer for final acceptance of work.

SITE SAFETY:

The Contractor shall prepare and adhere to a Site-Specific Safety Plan. The contents of the plan are:

1. Identification of potential hazards and injuries pertaining to the specific site and project.
2. Location of nearest hospital.
3. Assure availability of at least one working cell phone and one vehicle on site at all times.
4. Emergency contacts within the Subcontractor's organization and at the Prime Contractor's organization.
5. All field personnel shall wear appropriate safety attire and utilize appropriate personal protection equipment for a given task/operation such as safety glasses/goggles, masks, shields, gloves, harnesses, hard hats, steel-toed boots,etc.
6. Safety kit shall be available onsite at all times with appropriate materials for potential hazards and injuries.
7. The Site-Specific Safety Plan shall be distributed and reviewed with all site workers prior to said workers commencing work on the project site.
8. The Contractor shall follow all applicable local, state, and federal codes regarding site safety.
9. The Contractor shall adjust the means and methods of this plan as appropriate for maintaining site and operational safety.

DRAWING: GENERAL NOTES
DMC JOB NO. 23-128-14
SHEET NO. C-15
DRAWN BL | CAD CSD | SCALE AS SHOWN
CHECKED CNT | APPROVED CNT | DATE 01-17-2025

PROJECT NAME: 27TH AVENUE PARK SEAWALL REPAIR & BEACH ACCESS REPLACEMENT

CLIENT: CITY OF NEW SMYRNA BEACH

STATE OF FLORIDA PROFESSIONAL ENGINEER CURTIS N. TODD 37136

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SMYRNA BEACH

Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-14 27th Ave. Beachside Park Seawall Repair\Drawings\27th Ave. Seawall Repairs.dwg By: DMC-CAD Tab: GN (15) 1/21/2025

SITE MAINTENANCE:

1. The Contractor shall maintain a clean and neat site, void of loose debris, trash, remnant parts or materials.
2. Trash receptacles and removal service shall be maintained by the Contractor specifically for this project. Pre-existing trash/debris facilities shall not be used to maintain the project.
3. Temporary debris piles shall be limited in number as much as practical and contained in designated areas until removal. Debris and trash shall not be scattered in areas outside the limited designated areas at any time.
4. Removal of trash/debris shall be scheduled as appropriate to not allow piles to reach five-feet in height or greater than ten-feet in diameter. Debris individually larger than these dimensions shall be removed from the site within five working days. Receptacles shall not overflow at any time.
5. Where necessary, the Contractor shall employ a Temporary Traffic Control plan (TTC) for vehicles and pedestrians, including material deliveries, stockpile area(s), worker parking and construction equipment. The plan must be in writing, including sketches or drawings, and must be submitted to the Owner or Engineer for review and approval before commencement of any work.
6. The Contractor shall follow all applicable local, state and federal codes regarding site maintenance.

MOBILIZATION AND DEMOBILIZATION:

1. Access to near water construction areas is required for material storing, hauling, erection and construction. All facilities, public or private, used for such purposes shall be repaired to their original condition following "Completion" of the project, including grade and topping (sod, tree/vegetation cover, established road, etc.)
2. The Contractor shall present a Shipping, Stockpile and Site Administration Plan (SSSAP) to the Owner or Engineer for approval. The plan shall be specific to the project requirements for the particular materials to be delivered to the site, describing delivery points, stockpile areas, temporary debris/trash storage areas, temporary field office (including utilities maintained there), fencing, security and a statement of commitment and details for maintaining safety on the site.
3. The Owner or Engineer shall have the right to exercise reasonable alterations or additions to the SSSAP.
4. It is the Contractor's responsibility to coordinate, and pay for, necessary utilities to occupy the site and perform the work.
5. The Contractor shall not demobilize until project completion, and all parties have agreed and signed off in writing.

TECHNICAL SPECIFICATIONS FOR SITE PLAN TESTING:

1. MATERIAL
   The inspection and testing of materials and finished articles to be incorporated in the work shall be made by bureaus, laboratories, or agencies approved by the Engineer of Record. The Contractor shall submit such samples, or such special or test pieces of materials as the Engineer of Record may require. The Contractor shall not incorporate any material or finished article into the work until the results of the inspections or tests are known and the Contractor has been notified by the Engineer of Record that the material or finished article is accepted. All materials must be of the specified quality and be equal to the approved sample if a sample has been submitted. Certified copies of all tests made shall be submitted to the Engineer of Record as well as to the Owner's designated site inspector. The Owner's designated site inspector must receive copies of all testing reports and certificates prior to the Engineer of Record requesting a final project inspection from the Owner.
2. LABORATORY CONTROL AND CERTIFICATES SPECIFICATIONS:
   Sampling, testing, and laboratory methods shall be in accordance with the standard specifications of the AASHTO or ASTM. Where AASHTO or ASTM specifications are used, the reference shall be construed to be the most recent standard specifications or tentative specifications of the AASHTO or ASTM in force on the date of the test.
   TEST AND CERTIFICATES:
   The Contractor shall engage an approved testing laboratory to provide the following tests and certifications signed by a registered Engineer of the State of Florida. All technicians performing the tests shall be state certified for the testing performed. Additional tests that may be required by either the Engineer of Record or the Owner shall also be provided by the Contractor, and the following shall not be taken as a complete and exhaustive list of the Contractor's testing responsibilities.
   a. Soil analysis for structural fill material prior to installation.
   b. Proctor densities, moisture content, compacted field densities and Atterberg limits.

FILL MATERIAL AND SURFACE TREATMENT:

1. The Contractor shall provide fill material meeting the specifications and criteria of Subsection 62B-33.005(7) of the Florida Administrative Code; the relevant portion of this subsection is given below. Only beach compatible fill shall be placed on the beach or in any associated dune system. All fill material placed seaward of the CCCL shall be sand which is similar to that already existing in the same fixed coastal cell in coloration, grain size, and composition. Beach compatible fill is material that maintains the general character and functionality of the material occurring on the beach and in the adjacent dune and coastal system. Such material shall be predominately of carbonate, quartz or similar material with a particle size distribution ranging between 0.062mm (4.0) and 4.76mm (-2.25) (classified as sand by either the Unified Soils or the Wentworth classification), shall be similar in color and grain size distribution (sand grain frequency, mean and median grain size and sorting coefficient) to the material in the existing coastal system at the placement area and shall not contain: Greater than 5 percent, by weight, silt, clay or colloids passing the #230 sieve (4.0); Greater than 5 percent, by weight, fine gravel retained on the #4 sieve (-2.25); Coarse gravel, cobbles or material retained on the 3/4 inch sieve in a percentage or size greater than found at the placement area; Construction debris, clay balls or foreign matter; or, Material that results in cementation of the beach.
2. Fill material shall be from an upland source and shall be clean, construction-quality sand, free from organics, oils, grease and debris. The source company shall provide a sieve analysis to the Engineer for approval prior to shipping material.
3. Fill material shall be placed in maximum 12-inch lifts and compacted to minimum 98% percent optimum proctor moisture content and density. The bottom, middle and top of fill shall be tested, at the expense of the Contractor, by a qualified independent testing company. The testing company name, qualifications and contact information shall be provided to the Owner or Engineer for approval prior to commencing soil testing.
4. Backfilling shall not be performed until all debris is removed and all repairs have been made.
5. The filling and compaction should be performed with the smallest practical equipment to reduce surcharge on the structure during the operation. Heavy equipment shall not be operated within 25-feet of the seawall. The Contractor shall review backfilling procedure with the Engineer prior to commencing.
6. Area to be filled shall be stripped of organic materials prior to filling.

EROSION AND TURBIDITY CONTROL:

The following measures represent minimum standards to be adhered to by the Contractor throughout the construction of this project. The Owner reserves the right to require additional measures to be employed when warranted by extreme conditions and/or the failure of the Contractor to employ the appropriate erosion and turbidity control best management practices. Failure to comply with these provisions shall result in the issuance of a "stop work order".

1. It shall be the responsibility of the Contractor to have all protective vegetation barricades, erosion and turbidity control structures and measures in place prior to the commencement of any work. These measures include, but are not limited to, temporary construction fences, silt fences, and floating turbidity barriers. Further, it shall be the responsibility of the Contractor to maintain all erosion control devices throughout the duration of the entire project. Maintenance shall include periodic inspection and removal of debris abutting erosion control devices.
2. Prior to the installation of any fill materials on subject site, silt fences shall be installed (1) along subject site boundary and property lines, (2) at the edge of conservation easements and wetlands, (3) adjacent to natural landscape buffers, (4) around the perimeter of existing storm water treatment facilities, and (5) at any additional areas that the Owner deems necessary to be protected from potential erosion impacts during construction. These conditions shall apply in all instances where fill material is being installed within 25-feet of any of the aforementioned locations. While these items represent the minimum requirements, the Owner reserves the right to impose additional protective measures, as determined during actual site visits conducted throughout project construction.
3. Soils are to be stabilized by water or other means during construction. This is intended to reduce soil erosion and the impact to neighboring communities. Adequate watering methods should be employed to allow daily coverage of the entire limits of all areas that do not have an established vegetative cover. Methods to be employed include, but are not limited to, water trucks, permanent irrigation systems, temporary sprinkler systems operated by pumping units connected to wet retention ponds, water cannons, temporary irrigation systems mounted atop stockpile areas, and other methods as deemed necessary by the Owner.
4. Any permitted demolition or removal from submerged lands or adjacent uplands shall be fully contained within siltation devices such that permit turbidity requirements and state water quality standards are met.

DEMOLITION, CLEARING AND RESTORATION:

1. Demolition or clearing may require permits. The Contractor shall acquire all necessary building permits from the local municipality prior to commencing work.
2. Clearing and removal of vegetation, rocks and debris will be required within the project structure footprint.
3. Demolition or removal of objects, debris, or material specified or obstructing construction shall take place only to the extent necessary.
4. The site shall be restored by removing and finishing all evidence of construction including temporary haul roads, vehicle ruts, stockpile areas, shoreline slopes and vegetation, sod and areas subject to project work.

DEWATERING:

1. It is critical that contractor provide pumping equipment and other necessary measures sufficient to dewater soils throughout project area.
2. Contractor shall submit dewatering plan and technical data for dewatering equipment (Pump, Wellpoints, etc.) to the engineer for approval prior to starting construction.
3. Contractor is responsible for ensuring that discharges from dewatering activities comply with all state and federal water quality standards. Turbidity monitoring reports must be kept onsite at all times and sumitted to engineer for approval once a week. If discharges from dewatering activity contain turbidity levels above permitted values, dewatering activity must be immediately stopped and engineer informed and corrective measures can be taken.

AS-BUILT SURVEY AND RECORD DRAWINGS:

1. As-built survey and record drawings shall be submitted at the time of the punchlist review and shall be reviewed by the Engineer for completeness and correctness.
2. The record drawings shall be a designated set of drawings maintained on site for the purpose of hand-making all changes and deviations from the original design, no matter how slight. Color markings are preferred.
3. The record drawings shall also contain any and all field changes with respect to location, alignment, height, width, length, depth, materials, products, etc.

DESIGN SPECIFICATIONS:

1. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Latest Edition), as amended by contract documents.
2. American Association of State Highway and Transportation Officials (AASHTO) LRFD Bridge Design Specifications and approved interims as specified in the Structures Design Guidelines. FDOT Structures Design Guidelines, January 2009.
3. ASCE 7-22, Minimum design loads and associated criteria for buildings and other structures.
4. Shore Protection Manual, U.S. Army Corps of Engineers, 1984.
5. U.S.A.C.E. Engineering Manual, Design of Pile Foundations, EM 110-1-2906, 1991.
6. Simplified Design of Structural Wood, Third edition, Harry Parker.
7. Florida Building Code: Accessibility, Latest Edition.
8. Florida Safety Code, Latest Edition.

DESIGN LOAD- LL, DL AND WIND LATERAL:

1. Live Load: 60 psf
2. Dead Load: 29 psf

CURTIS N. TODD 37166 STATE OF FLORIDA PROFESSIONAL ENGINEER

DRAWING: GENERAL NOTES
DMC JOB NO. 23-128-14
SHEET NO. C-16
DRAWN BL | CAD CSD | CHECKED CNT | SCALE AS SHOWN | APPROVED CNT | DATE 01-17-2025
PROJECT NAME: 27TH AVENUE PARK SEAWALL REPAIR & BEACH ACCESS REPLACEMENT
CLIENT: CITY OF NEW SMYRNA BEACH

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NEW SMYRNA BEACH

Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-14 27th Ave. Beachside Park Seawall Repair\Drawings\27th Ave. Seawall Repairs.dwg By: DMC-CAD Tab: GN (16) 1/21/2025

TIMBER

1. Southern Yellow Pine (S.Y.P.) Lumber:
   a. Railing: S.Y.P. No.1 Prime Grade
   b. Posts and Stair Risers: S.Y.P. No.1 Grade
   c. Stringers, Cap Boards, Splice Blocks, and Stair Stringers: S.Y.P. No.2 Grade
2. Southern Yellow Pine (S.Y.P.) treated timber pile grade in accordance with ASTM D25.
3. All ramps established within the wooden dock sections should be established to ADA requirements. Slopes must not exceed 1:12 (V:H) and handrails must be established on both sides of the ramp according to the typical section found in plans. Transition of the wooden access ramps should be flush with the deck and a minimum clearance of 36-inch of space should be between handrails.
4. Treatment of timber shall be as follows: Stringers, cap boards and other components; 0.6 CCA (Copper Chromium Arsenate), posts; 2.5 CCA. All timber, lumber and pilings shall be marine grade and identified by the grade and treatment mark of a recognized organization or independent agency certified by the American Lumber Standards Committee.

POSTS:

1. The minimum embedments are based on the penetration required to establish lateral stability of the foundation.
2. The minimum tip elevations are based on preventing the posts from tipping just above any soft silt or clay layers indicated in the boring logs.
3. Jetting of posts permitted with approval of the Engineer. Contractor shall coordinate with the Engineer of Record to obtain written approval prior to jetting.
4. Twin jetting or multiple jetting with manifold to maximum length.
5. Due to soil variabilities in borings, blow counts for each post driven shall be recorded and verified by the Engineer of Record. If a vibratory hammer or jetting equipment is used to install posts, the time needed to hammer and/or jet and/or auger each post shall be recorded.
6. The posts shall be of the size and length shown in the plans.
7. All posts shall be set full length with top elevation as shown in plans. Cut-offs are not allowed except for minimal required (maximum 6-inch) to remove tops damaged by the post-driver.
8. The post-setting equipment used must be of proper size and, set up and properly maintained as to not cause excessive damage to posts. Damaged posts must be removed, discarded and replaced at the Contractor's expense. The Contractor shall provide information regarding the model and operating specifications of the post-driving equipment to be used on the job for approval by the Engineer prior to commencing post-driving.
9. If solid rock, debris or refusal is encountered prior to achieving the minimum penetration, then the post shall be tool-punched at least (2'-0") two feet into the strata.
10. If post cut-off is requested, the post must remain "in place-as is" and the Engineer must be given 72 hours advanced notice to make observations and recommendations.
11. Contractor shall keep a post driving log on the site at all times which shall include the following information: date, time, weather conditions, equipment used, post location designation, blows per foot over entire driving sequence, total length of post (after driving and cut-off, if cut-off allowed), amount of jetting or punching (if requested and approved), unusual post behavior, damage and re-driving. This log shall be available to the Engineer or Owner's Representative at any time during the job. Updated copies of log pages shall be provided to the Engineer at least weekly throughout the project. If a vibratory hammer, auger or jetting equipment is used to install posts, the time needed to hammer and/or jet and/or auger each post shall be recorded.
12. Proper care shall be taken for aligning posts. Posts must be straight, plumb and squarely faced.

BOLTS, SCREWS & FASTENERS:

1. All fasteners, including nails, screws, threaded rods, bolts, nuts, washers, plates, lags, etc. shall be grade 316 stainless steel (S.S.). Washers used with single-bolted or double bolted connections (for example: stringer to post connection, cap board connections or cross-bracing) shall be minimum 3-inch diameter "dock washers". Standard washers for splice block and railings.
2. Bolts shall extend fully through the nuts but not extend beyond the nut more than ½-inch.
3. Stainless Steel (S.S.) screws as shown in plans.
4. Simpson Strong Tie Twist Straps (stainless steel hurricane straps), MTS. Screws shall be Simpson Strong Tie 9-inch x 1½-inch Stainless Steel (S.S.).

OPEN DECK PANELS:

1. Decking shall be Thruflow Legacy XP 1" deep x 1' x 3', and 1" deep x 1' x 4' rectangular panels, 50% open area molded FRP, or approved equal.
2. Decking shall be manufactured with non-slip surface providing maximum slip resistance.
3. Compliant decking shall be provided by Thruflow Inc., Canada or approved equal.
4. Contractor shall submit shop drawings and technical data sheets for selected Open Deck Panel product, hardware and other related appurtenances to the Engineer for approval prior to ordering or installing panels. Any panels installed without this approval shall be removed and replaced at no additional cost to the City.
5. Install Open Deck Panels in strict accordance with the Manufacture's instructions. All warranty documents shall be submitted to the City prior to final acceptance of the project.

BOLTS, SCREWS & FASTENERS:

1. All fasteners, including nails, screws, threaded rods, bolts, nuts, washers, plates, lags, etc. shall be grade 316 stainless steel (S.S.). Washers used with single-bolted or double bolted connections (for example: stringer to piling connection, cap board connections or cross-bracing) shall be minimum 3-inch diameter "dock washers". Standard washers for splice block and railings.
2. Bolts shall extend fully through the nuts but not extend beyond the nut more than ½-inch.

ALUMINUM RAILING ON CONCRETE CAP:

Proposed aluminum railing per FDOT Standard Plans Index 515-062 or approved equal.

1. Type 1 Picket Infill Panel with "4-Bolt Anchorage".
2. All hardware shall be 316 stainless steel with nylon washers to isolate stainless steel and aluminum.
3. Contractor to submit shop drawings for approval prior to ordering.

GROUTING NOTES:

1. Grout shall be single component, non-shrink structural, hand placed or troweled concrete repair. No pump or pour.
2. Grout all seams between pipe and sheet pile minimum 8" H. Depth varies based on location of sheet pile on z-section sheet pile.
3. End structural grout flush with landward face of sheet pile, as shown per plans.
4. Grout before placing geotextile fabric.

CONCRETE GENERAL NOTES:

1. All mix designs by the concrete supplier or Contractor must be submitted to the Engineer for approval prior to submitting order.
2. Concrete cover from all exterior faces shall be 4" clear to the outermost face of any reinforcement, including stirrups, unless otherwise noted in the plans.
3. Strict adherence to concrete cover, water-cement (w/c) ratio, admixture additions, handling and curing will provide the optimum chance to achieve the longest service life possible for the project cast-in-place or pre-cast concrete components.
4. No greater than 45 minutes may transpire between individual castings. Trucks may not sit on site for greater than 45 minutes. Trucks sitting full on site for greater than 45 minutes shall be rejected at the contractor's expense. Delays in casting a given form greater than 45 minutes shall be rejected.
5. A working concrete vibrator must be on site prior to delivery of first concrete. The Owner, owner's representative or Engineer shall not allow concrete to be cast otherwise.
6. Vibrate concrete fully, particularly at corners and edges, in a continuous vertical plunging motion, never allowing the vibrator to become motionless in the concrete. Concrete with substantial voids or honeycombing will be rejected.
7. Non-metallic chairs and spacers must be used in reinforcement placing.
8. Concrete materials testing shall be performed per acceptable ASTM methods and intervals. A material testing program must be prepared by the Contractor and/or manufacture for review and approval by the Engineer. At least one set of four cylinders shall be cast for any one day's work, or work between construction joints, or more if prescribed by ASTM.
9. Continually wet water cure horizontal surfaces for at least three days and all exposed concrete surfaces after concrete is set. For the purpose of this specification "set" is when the concrete surface is hard enough so that when "knocked" with the knuckles the concrete is not dented. The Contractor is responsible for arranging a water source for curing purposes prior to commencing casting of concrete.
10. Apply Master Builders/BASF "ConFilm" or Euclid Chemical "Eucobar" product immediately after first float and then after final finish. Refer to manufacturer's recommendations for mixing and application.
11. The final alignment of the concrete wall to be straight and level per elevations and plans provided.
12. Expansion joints must be ⅜" thick closed-cell neoprene.

CONCRETE SIDEWALK:

1. All stamped concrete shall be:
   a. Minimum 28 Day Concrete Compressive Strength: f'c = 4,500 psi.
   b. Water-cement raitio less than or equal to 0.45
   c. Air Entrainment: Minimum 2 to 3%
   d. Potable water, no chlorides.
   e. Type I Cement
   f. Large (¾-inch minimum) and small aggregates washed and free of chlorides or reactive chemicals. Aggregate shall be crushed stone, no pea gravel or rounded gravel.
   g. Retarders or accelerators not allowed unless justified to the Engineer prior to their use.
   h. See plans for expansion and contraction joints.
   i. Reinforced with 1.5 pounds per cubic yard. Fibermesh 150 virgin homopolymer polypropylene multi-filiment fibers containing no olefin materials.
   j. All concrete shall be stamped. Contractor shall submit stamp pattern to Engineer of record and Owner for approval prior to ordering an installing concrete. Any Work performed without written approval from the Engineer of Record, will be removed and replaced at the contractor's expense.
   k. The Concrete is proposed to be stained/color. Contractor shall submit stain/color options to Engineer of record and Owner for approval prior to ordering an installing concrete. Any Work performed without written approval from the Engineer of Record, will be removed and replaced at the contractor's expense.

CURTIS N. TODD LICENSE No. 37136 STATE OF FLORIDA PROFESSIONAL ENGINEER

DRAWING: GENERAL NOTES
DMC JOB NO. 23-128-14
SHEET NO. C-17
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CHECKED CNT | APPROVED CNT | DATE 01-17-2025

PROJECT NAME: 27TH AVENUE PARK SEAWALL REPAIR & BEACH ACCESS REPLACEMENT

CLIENT: CITY OF NEW SMYRNA BEACH

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NEW SMYRNA BEACH

Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-14 27th Ave. Beachside Park Seawall Repair\Drawings\27th Ave. Seawall Repairs.dwg By: DMC-CAD Tab: GN (17), 1/21/2025

STANDARD ENVIRONMENTAL CONDITIONS FOR BEACH CONSTRUCTION OPERATIONS:

1. 48 hours prior to the start of beginning work on County beaches, notifications must be made to Environmental Management (EM) staff. If vehicular access is needed onto the beach at the project location a separate vehicle pass must be issued by contacting EM staff.
2. The project design must be in accordance with all permitted and approved plan specifications. If any changes need to be made to plans due to changing conditions of the beach profile, they must be approved by all permitting agencies prior to initiation of coastal construction activities.
3. If construction vehicles must access the beach, only designates vehicular access ramps may be used and as authorized by Volusia County.
4. Vehicular beach access times shall be the same as those provided for the general public unless otherwise stipulated.
5. It is anticipated that this project will be let for construction Prior to May 1., for completion to the start of the following sea turtle nesting season on May 1. If the work period extends into the May 1 - Oct. 31 sea turtle nesting season, the Contractor shall be responsible for adhering to all state and federal regulations regarding protection, observation, work stoppages, buffer zone establishment, etc. for any active sea turtle nests observed in the proximity of the project area. In any case, the Contractor shall immediately cease work and notify the project engineer and Volusia County if active nests are found within 50 feet of the project area.
6. If the project activity will impede public use areas and vehicular traffic, it will be the responsibility of the Owner, agent and/or Contractor to ensure that appropriate safety precautions are used, such as traffic flag person, traffic cones or construction fencing to ensure public safety in the area. If the safety measurements will impede vehicular ingress and egress, a site plan must be submitted to the office 48 hours prior to beginning work. The site plan will be reviewed by beach safety and environmental management and may be modified as necessary to meet all public use and safety concerns.
7. All contractors accessing the beach with vehicles of any type are responsible for all damages incurred to county ramps and property. Track equipment must use protective material (i.e., wood palettes, used tires, etc.) on a ramp prior to accessing the beach with the equipment. The protective materials must be moved off the ramp after the equipment has reached the beach and all materials must be stored off beach (and away from possible tidal wave action) until their use is needed again. At the project's completion it is the Contractor and property owner's responsibility to remove all protective materials from the vicinity of the ramp.
8. All general public driving rules apply. The speed limit is 10 mph on the beach at all times.
9. No vehicular equipment or project associated materials may remain on the beach overnight unless specifically authorized by the state and/or federal permit(s) issued for the work.
10. Tidal conditions, public safety concerns and many other factors may result in closure of the beach to vehicular use. Beach Patrol Officers have jurisdiction of the beach and may ask that you stop work and exit the beach at any time for any reason. In certain locations and during certain times of the year high tides frequently result in beach closures. Therefore, a four-hour window around low tide is the optimum time to schedule work, as the beach will likely not be closed to vehicular traffic at that time.
11. All debris generated by your activity or affiliated with the project must be removed from the beach daily. Any hazardous debris or debris that may be carried by the surf must be removed daily without exception.
12. All projects must comply with all conditions contained in local, state, and/or federal permits and authorizations issued for the projects. All required permits shall be posted at the project site.
13. If your project is not complete by April 30, the County will take no responsibility for the incomplete work. If your project gets an extension from the FDEP to continue the work into May, evidence of such must be provided to this office immediately and all vehicular equipment will be restricted to the upland property.
14. Following completion of construction, the beach/ dune system shall be restored to its pre-construction condition, as applicable. Upon notification of completion of construction, Volusia County will inspect the project site, vehicular access points, beach travel corridors, and adjacent upland properties. The property owner agrees to property that occurs as a result of coastal construction activities authorized under this use permit whether taking place from, or upland of the beach. Furthermore, the permittee is responsible to Volusia County for all costs, expenses, or liabilities incurred by Volusia County as a result of the coastal construction activities authorized under the Use permit whether taking place from, or upland of the beach.
15. A sea turtle informational sign, if required, must be installed on the access ramp upon final inspection. Signs are available through the Environmental Management office.

UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Southeast Regional Office
263 13th Avenue South
St. Petersburg, FL 33701

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.

b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.

c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.

d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.

e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.

f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.

g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006
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DRAWING: ENVIRONMENTAL NOTES
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SHEET NO. C-18
DRAWN BL | CAD C3D | CHECKED CNT | SCALE AS SHOWN | APPROVED CNT | DATE 01-17-2025
PROJECT NAME: 27TH AVENUE PARK SEAWALL REPAIR & BEACH ACCESS REPLACEMENT
CLIENT: CITY OF NEW SMYRNA BEACH

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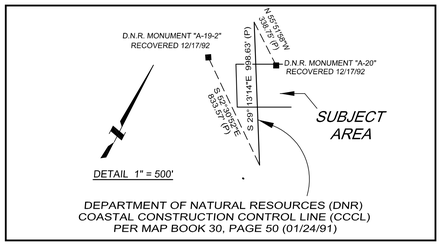
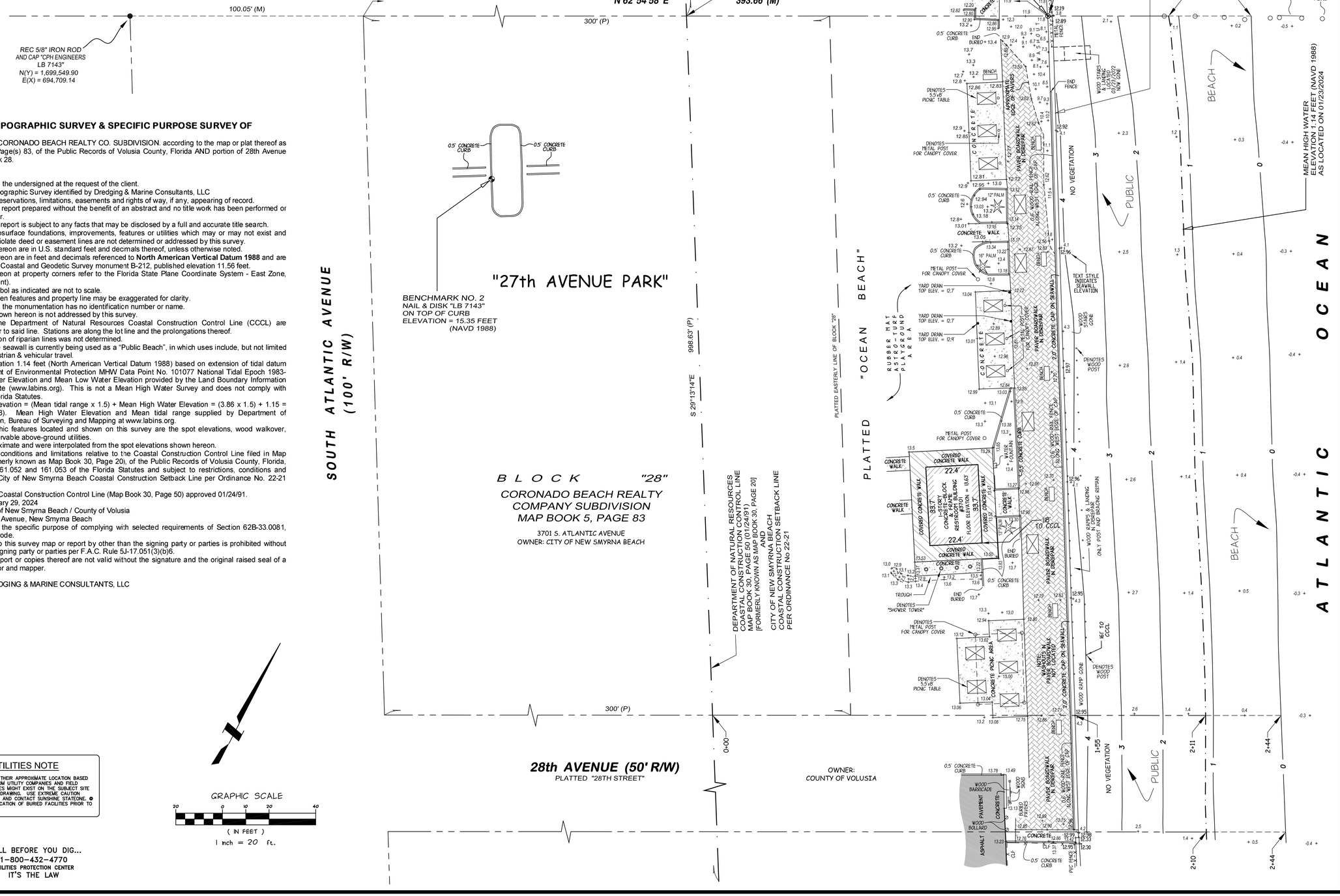




PLAT OF TOPOGRAPHIC SURVEY & SPECIFIC PURPOSE SURVEY OF

Area Easterly of Block 28, CORONADO BEACH REALTY CO. SUBDIVISION. according to the map or plat thereof as recorded in Map Book 5, Page(s) 83, of the Public Records of Volusia County, Florida AND portion of 28th Avenue lying Southerly of said Block 28.

SURVEY REPORT:

1. Description prepared by the undersigned at the request of the client.
2. Limits and scope of Topographic Survey identified by Dredging & Marine Consultants, LLC
3. Subject to restrictions, reservations, limitations, easements and rights of way, if any, appearing of record.
4. This map of survey and report prepared without the benefit of an abstract and no title work has been performed or provided to this surveyor.
5. This map of survey and report is subject to any facts that may be disclosed by a full and accurate title search.
6. The location of any subsurface foundations, improvements, features or utilities which may or may not exist and which may or may not violate deed or easement lines are not determined or addressed by this survey.
7. Dimensions indicated hereon are in U.S. standard feet and decmals thereof, unless otherwise noted.
8. Elevations indicated hereon are in feet and decimals referenced to **North American Vertical Datum 1988** and are based on United States Coastal and Geodetic Survey monument B-212, published elevation 11.56 feet.
9. Coordinates shown hereon at property corners refer to the Florida State Plane Coordinate System - East Zone, NAD 83 (1990 adjustment).
10. Features shown by symbol as indicated are not to scale.
11. Drawing distance between features and property line may be exaggerated for clarity.
12. Unless otherwise noted, the monumentation has no identification number or name.
13. Ownership of fences shown hereon is not addressed by this survey.
14. Distances shown to the Department of Natural Resources Coastal Construction Control Line (CCCL) are measured perpendicular to said line. Stations are along the lot line and the prolongations thereof.
15. The direction and location of riparian lines was not determined.
16. The area easterly of the seawall is currently being used as a "Public Beach", in which uses include, but not limited to, recreation and pedestrian & vehicular travel.
17. Mean High Water Elevation 1.14 feet (North American Vertical Datum 1988) based on extension of tidal datum from Florida Department of Environmental Protection MHW Data Point No. 101077 National Tidal Epoch 1983-2001. Mean High Water Elevation and Mean Low Water Elevation provided by the Land Boundary Information System internet web site (www.labins.org). This is not a Mean High Water Survey and does not comply with Chapter 177, Part II, Florida Statutes.
18. Seasonal high-water elevation = (Mean tidal range x 1.5) + Mean High Water Elevation = (3.86 x 1.5) + 1.15 = 6.92 feet (NAVD 1988). Mean High Water Elevation and Mean tidal range supplied by Department of Environmental Protection, Bureau of Surveying and Mapping at www.labins.org.
19. The intended topographic features located and shown on this survey are the spot elevations, wood walkover, selected trees and observable above-ground utilities.
20. The contours are approximate and were interpolated from the spot elevations shown hereon.
21. Subject to restrictions, conditions and limitations relative to the Coastal Construction Control Line filed in Map Book 30, Page 50 (formerly known as Map Book 30, Page 20), of the Public Records of Volusia County, Florida, imposed by sections 161.052 and 161.053 of the Florida Statutes and subject to restrictions, conditions and limitations relative the City of New Smyrna Beach Coastal Construction Setback Line per Ordinance No. 22-21 (dated 05-11-21).
22. Volusia County Florida Coastal Construction Control Line (Map Book 30, Page 50) approved 01/24/91.
23. Survey date: January 29, 2024
24. Property owner: City of New Smyrna Beach / County of Volusia
25. Property address: 3701 Avenue, New Smyrna Beach
26. This survey is also for the specific purpose of complying with selected requirements of Section 62B-33.0081, Florida Administrative Code.
27. Additions or deletions to this survey map or report by other than the signing party or parties is prohibited without written consent of the signing party or parties per F.A.C. Rule 5J-17.051(3)(b)6.
28. The survey map and report or copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

CERTIFIED TO: DREDGING & MARINE CONSULTANTS, LLC

BURIED UTILITIES NOTE

BURIED UTILITIES ARE SHOWN AT THEIR APPROXIMATE LOCATION BASED UPON INFORMATION OBTAINED FROM UTILITY COMPANIES AND FIELD EVIDENCE. OTHER BURIED UTILITIES MIGHT EXIST ON THE SUBJECT SITE WHICH ARE NOT SHOWN ON THIS DRAWING. USE EXTREME CAUTION DURING EXCAVATION PROCEDURES AND CONTACT SUNSHINE STATEONE. ● 1-800-432-4770 FOR EXACT LOCATION OF BURIED FACILITIES PRIOR TO EXCAVATION OPERATIONS.

CALL BEFORE YOU DIG...
1-800-432-4770
UTILITIES PROTECTION CENTER
IT'S THE LAW

GRAPHIC SCALE
20 0 10 20 40
(IN FEET)
1 inch = 20 ft.

CAD FILE: 2312005

LEGEND & ABBREVIATIONS

Δ	= DELTA	P.R.M.	= PERMANENT REFERENCE MONUMENT
R	= RADIUS OR RADIAL	P.C.P.	= PERMANENT CONTROL POINT
L	= ARC LENGTH		= POWER POLE
CB	= CHORD BEARING		= GUY WIRE
T	= TANGENT		= UNDERGROUND UTILITIES
	= BENCHMARK	A/C	= AIR CONDITIONER
	= TOWNSHIP	O.R.	= OFFICIAL RECORD
	= RANGE		= ASPHALT PAVEMENT
	= NON-RADIAL	M.B.	= MAP BOOK
P.O.B.	= POINT OF BEGINNING	P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT	P.O.C.	= POINT OF COMMENCEMENT
W	= WATER METER		= CONCRETE (CONC)
T	= TELECOMMUNICATIONS (TELE)		= CONCRETE STOOP
F.F.	= FINISHED FLOOR ELEVATION		
RCP	= REINFORCED CONCRETE PIPE		
PVC	= POLYVINYL CHLORIDE PIPE		
T.B.M.	= TEMPORARY BENCHMARK		
±(XX)	= EXISTING ELEVATION (XX')		

(P)	= PLAT
(D)	= DESCRIPTION
(M)	= MEASURED
(C)	= CALCULATED
(PR)	= PROJECTED
(RE)	= RECORDED
	= OFFICIAL RECORD
	= MAP BOOK
	= POINT OF BEGINNING
	= POINT OF COMMENCEMENT
W	= WATER METER
T	= TELECOMMUNICATIONS (TELE)
	= FINISHED FLOOR ELEVATION
	= REINFORCED CONCRETE PIPE
	= POLYVINYL CHLORIDE PIPE
	= TEMPORARY BENCHMARK
	= EXISTING ELEVATION (±XX')

●	= DENOTES 5/8" IRON ROD W/ CAP - CORY - LB #7883 UNLESS OTHERWISE NOTED
○	= DENOTES IRON PIPE UNLESS OTHERWISE NOTED
□	= DENOTES CONCRETE MONUMENT UNLESS OTHERWISE NOTED
(R)	= RADIAL
(NR)	= NON-RADIAL
(NT)	= NON-TANGENT
PC	= POINT OF CURVATURE
PT	= POINT OF TANGENCY
	= CENTERLINE
	= CONCRETE MONUMENT
	= PERMANENT REFERENCE MONUMENT
	= PLAT
	= DESCRIPTION
	= MEASURED
	= CALCULATED
	= PROJECTED
	= RECORDED
	= OFFICIAL RECORD
	= MAP BOOK
	= POINT OF BEGINNING
	= POINT OF COMMENCEMENT
	= WATER METER
	= TELECOMMUNICATIONS (TELE)
	= FINISHED FLOOR ELEVATION
	= REINFORCED CONCRETE PIPE
	= POLYVINYL CHLORIDE PIPE
	= TEMPORARY BENCHMARK
	= EXISTING ELEVATION (±XX')

EAST	= ELECTRICAL METAL TUBING				
FND.	= FOUND				
NAVD	= NORTH AMERICAN VERTICAL DATUM (1988)				
(XX)	= RECORDED COORDINATE VALUE				
±(XX)	= EASTING COORDINATE VALUE				
	= NORTHING COORDINATE VALUE				
P.S.M.	= PROFESSIONAL SURVEYOR AND MAPPER				
N.A.V.D.	= NORTH AMERICAN VERTICAL DATUM (1988)				
N.G.V.D.	= NATIONAL GEODETIC VERTICAL DATUM (1929)				
C.C.C.C.	= COASTAL CONSTRUCTION CONTROL LINE				
U.S.E.&S.	= UNITED STATES COAST & GEODETIC SURVEY				

TYPE	SURVEY DATE	WORK ORDER #	P.C.	CALC.	DRAFT	CHECKED
TOPOGRAPHIC SURVEY	01/29/2024	23-10-008	JWC/BTC	J.W.C.	JWC/BTC	J.W.C.
SPECIFIC PURPOSE SURVEY	01/29/2024	23-10-008	JWC/BTC	J.W.C.	JWC/BTC	J.W.C.
TYPE	DATE	WORK ORDER #	---	CALC.	DRAFT	CHECKED

THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE(S) N/A

THIS LOCATION IS DETERMINED FROM F.I.R.M. COMMUNITY PANEL

MAP REVISED

DANIEL W. CORY
SURVEYOR, LLC
300 CANAL STREET
NEW SMYRNA BEACH, FLORIDA 32168
(386) 427-9575
FAX (386) 427-1783
web Site: corysurveyor.com

PREPARED FOR: DREDGING & MARINE CONSULTANTS

SCALE 1" = 20' | **FILE #** 2046/2047

CERTIFICATE OF AUTHORIZATION NUMBER LB 7883

I hereby certify that this survey map and report of the subject property is true and correct to the best of my knowledge, information and belief as surveyed in the field under my supervision on the dates shown hereon. I further certify that this survey was prepared in accordance with the Standards of Practice set forth in F.A.C. Rule 5J-17, adopted by the Florida Board of Professional Surveyors and Mappers, pursuant to Florida Statutes Ch. 472.027, subject to the qualifications noted hereon.

DANIEL W. CORY P.S.M. NO. 2027
JEFFREY W. CORY P.S.M. NO. 4139

"27th AVENUE PARK"
FILE # 2046/2047

27th Avenue
Park Seawall Repair and Beach Access Replacement
Project Technical Specifications

April 24, 2025

Item 1 **Mobilization & Demobilization:**

The work specified in this section consists of the preparatory work and operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by these Technical Specifications, the construction plans, and State and local laws and regulations.

All costs for the necessary bonds as indicated in the bid document shall be included in this item.

All costs for permits (including required CITY building permits) and any required insurance, and any other pre-construction expense necessary for the start of the work, as well the cost of the removal of the above items, shall also be included in this item. All costs associated with trimming/clearing of trees, other vegetation, sod, any other materials, temporary removal of existing fencing and resetting of this fencing once the work is complete, and any other site preparation tasks necessary to allow construction of the project, shall also be included in this item. All costs associated with collecting complete photographic and video documentation of the site prior to construction shall also be included in this item. The bid price for this item shall include all costs associated with restoring any sodded areas disturbed by construction to pre-work conditions.

At the pre-construction meeting, the CONTRACTOR shall submit a tentative work schedule, safety plan, a temporary traffic control (TTC) plan, temporary pedestrian detour and sidewalk closure, a shipping, stockpile and site administration plan (SSSAP), a complete list of all SUBCONTRACTORS that will be employed by the PRIME CONTRACTOR, and complete contact information for PRIME CONTRACTOR staff and all SUBCONTRACTOR staff. Personnel to be included in the contact lists shall include, but not necessarily be limited to: CONTRACTOR and SUBCONTRACTOR Principals, CONTRACTOR and SUBCONTRACTOR Project Managers, CONTRACTOR and SUBCONTRACTOR Site Superintendents and/or Foremen. In addition, emergency contact information shall be included for the PRIME CONTRACTOR and all SUBCONTRACTORs.

The CONTRACTOR shall note that this project involves construction on the beach, and the CONTRACTOR shall be familiar with Volusia County's Standard Environmental Conditions for Beach Construction Operations, and any City Standards, which have been included in the General Notes Sheet of the construction plans. Of particular note, the CONTRACTOR shall be aware that storage of equipment and materials on the beach is forbidden at all times.

The basis of payment for **Mobilization & Demobilization** shall be **LUMP SUM**. Fifty (50) percent of this lump sum cost shall be paid upon mobilization of equipment to the project site. An additional thirty (30) percent of this cost shall be paid as the project progresses. The final twenty (20) percent of this cost shall be paid upon removal of all equipment from the project site.

Item 2 **Maintenance of Traffic:**

The bid price for this item shall include, but not be limited to, the necessary manpower, equipment and materials needed to provide maintenance of traffic through the project area for the duration of construction. The project area is accessed from South Atlantic Avenue (State Road A1A); this roadway has high traffic volume during normal working hours, and it is anticipated that pedestrian crossing and trucks hauling materials to and from the project site will be frequently entering and leaving the project area through this roadway.

At the preconstruction meeting, the CONTRACTOR shall submit a MOT illustrating a temporary traffic control (TTC), pedestrian detour, sidewalk closure and any other significance to the ENGINEER and the CITY for approval. This MOT Plan shall conform to the requirements of Standard Plans Index 102-600, 102-660 and other applicable indexes of the Florida Department of Transportation Standard Plans (FY 2025-26). The MOT Plan shall also include details ensuring the safety of a pedestrian detour to the beach, sidewalk closure, delivery and removal of materials by trucks from temporary stockpile areas established near the project area; the CONTRACTOR is advised that storage of equipment and materials on the beach is prohibited at all times. Any personnel utilized as flaggers must have completed a Temporary Traffic Control Flagger Training course offered by an FDOT-approved provider, and set-up, inspection and maintenance of temporary traffic control devices must be performed under the supervision of personnel who have completed an Intermediate level TTC course offered by an FDOT-approved provider. The CONTRACTOR shall maintain copies of all training certificates on the project site at all times. The ENGINEER must be informed once MOT measures have been fully implemented so an inspection may be scheduled. The CONTRACTOR shall regularly inspect barricades, signs, fencing and other MOT devices employed on the job site, and shall repair or replace these as needed.

The basis of payment for **Maintenance of Traffic** shall be **LUMP SUM**. Fifty (50) percent of the lump sum cost shall be paid once MOT devices and signage have been deployed per the approved MOT plan. The remainder of the cost (less retainage) shall be paid as the project progresses. Removal of MOT devices and signage from the project site once the work has been completed is required before final acceptance of the project by the CITY.

Item 3 **Construction and As-Built Survey:**

The bid price for this item shall include all necessary survey work for the CONTRACTOR to complete all construction activities. Elevations for the plans are based on the North American Vertical Datum 1988 (NAVD 88).

The CONTRACTOR shall furnish the services of a State of Florida licensed land surveyor for the field layout of all work. The CONTRACTOR's licensed land surveyor shall perform all initial site layout and shall provide follow-up verification of all work underway at a frequency of no less than once a week. All deviations from the construction plans, no matter how minor, that are noted during the follow-up verifications shall be recorded on the project redline plan set which shall always be maintained on the site and submitted to the ENGINEER prior to project close-out.

The ENGINEER must approve the initial site stakeout before any work begins; the CONTRACTOR shall provide a minimum of 72 hours' notice to the ENGINEER of the anticipated completion of the initial stake-out so the inspection and field verification can be scheduled. All intermediate construction surveys shall be included in this item. The CONTRACTOR is cautioned that the survey must be conducted with respect to adjacent site aspects and must contact ENGINEER for any clarification prior to any construction.

The bid price for this item shall include all necessary survey work for the CONTRACTOR to furnish an as-built survey of the completed project. The as-built survey shall be referenced to the North American Vertical Datum 1988 (NAVD 88). The CONTRACTOR shall submit two (2) hard copies and one (1) electronic copy of the as-built survey for the completed project in AutoCAD Civil 3D (2021 version). These documents shall be signed and sealed by a professional surveyor registered in the State of Florida and then submitted to the ENGINEER for approval. The CONTRACTOR shall accurately record the location and elevations of all constructed grades and structures including but not limited to: top invert elevations of trench drain (elevations at minimum 10-foot intervals), elevations of finished pavers (10-foot intervals, locations and elevations at all corners), timber beach access top and bottom elevations, top elevation at every landing, top and bottom of stair section, grades at all newly graded areas after placement of backfill underneath pavers as noted on the construction plans, finished pavement grades, location of all traffic signage and pavement markings, right of way (ROW) lines and the Coastal Construction Control Line (CCCL).

The basis of payment for **Construction and As-Built Survey** shall be **LUMP SUM**.

Item 4 **Environmental Protection and Compliance:**

The bid price for this item shall include, but not be limited to, the necessary manpower, equipment and materials needed to maintain regulatory compliance and environmental protection during all phases of construction. Silt fencing shall always be installed around construction areas and the CONTRACTOR shall take all proactive measures to reduce loss of sediment and turbidity generation from the project site during all construction activities. The bid price for this item shall include all costs for monitoring and reporting turbidity of any water discharged from the site as a result of dewatering activities, as well as all costs for corrective measures taken to correct measured turbidity levels in excess of permitted conditions. Turbidity monitoring reports shall be submitted to the ENGINEER weekly for approval, and copies of the reports shall be made available to the CITY and the ENGINEER at any time upon request.

The bid price for this item shall also include all costs associated with regularly inspecting and maintaining all erosion, sediment, and turbidity control measures employed during construction of this project, as well as any necessary repairs and/or replacement of these measures, with the need determined through regular inspections conducted at minimum intervals as specified in project permits, and/or at the direction of the ENGINEER and/or City. Copies of the control measure inspection reports shall be submitted to the ENGINEER within one week of the inspection, and a summary of corrective measures taken to address noted

deficiencies shall be included. A weekly log of these inspections shall be provided to the ENGINEER.

In addition, the CONTRACTOR shall comply with all permits for this project and all federal, state, and local water quality standards throughout the duration of the project. This project has been permitted through the Florida Department of Environmental Protection (FDEP) and has been determined to be exempt from permitting through the Unite States Army Corps of Engineers (USACE). Copies of the permits have been included with the contract documents, and the CONTRACTOR shall keep copies of these permits on site at all times while the project is under construction.

The CONTRACTOR shall take all necessary precautions to avoid damage to beach and dune vegetation and trees to be preserved. This item includes costs related to flagging and marking protected vegetation, as well as protective measures for these. The CONTRACTOR shall comply with the standard sea turtle protection conditions; these are included in the General Notes of the construction plans. The CONTRACTOR shall also be familiar with Volusia County's Standard Environmental Conditions for Beach Construction Operations, which have been included in the General Notes of the construction plans.

The basis of payment for **Environmental Protection and Compliance** shall be **LUMP SUM**.

Item 5 **Demolition, Hauling & Disposal:**

The bid price for this item shall include, but not be limited to, the required manpower, equipment, materials and other costs involved in removal and disposal of asphalt pavement, base material and structures marked for demolition in the construction plans, and all other demolition, hauling, and disposal required to construct the project as indicated in the construction plans.

The CONTRACTOR shall take all necessary precautions to avoid damage to nearby structures and beach and dune vegetation during removal, demolition and hauling of debris. Any damage to nearby structures shall be repaired by the CONTRACTOR at no additional cost to the CITY. All environmental protection measures shall be in place before any demolition or other construction activity commences. The CONTRACTOR shall be responsible for requesting utility locates from Sunshine 811 prior to commencing any demolition or other earthwork activities. All silt fence, turbidity curtains and other erosion and sediment control measure must be in place prior to commencing and demolition activities.

The basis of payment for **Demolition, Hauling & Disposal** shall be **LUMP SUM**.

Item 6 **Timber Beach Access:**

The bid price for this item shall include, but not be limited to, the necessary manpower, equipment, materials, hardware and incidentals needed to construct timber stair with ADA aluminum handrail, as indicated in the construction plans.

Components to be constructed include, but are not limited to, 6" x 6" posts, cap boards, stringers, deck boards, railings, ADA aluminum handrail. Timber posts may be augured or driven to achieve the embedment depth and orientation indicated in the plans. The CONTRACTOR is responsible for attaining the depth of embedment indicated in the plans. All timber must be free of splinters, cracks, knots and sap. All timber must be treated with wood preservative products as indicated in the plans, to the treatment retention levels indicated in the plans, and must be southern yellow pine (SYP) meeting the grade requirements indicated in the plans. Any timber deemed unsuitable by the ENGINEER will be replaced at the CONTRACTOR's expense.

All hardware used for the construction of the access structure must be 316-alloy stainless steel; under no circumstances will any alternative materials or other stainless steel alloys be accepted. All temporary fasteners must be removed prior to acceptance of the finished handrail system. Nails shall not be used as permanent fasteners under any circumstances. The CONTRACTOR shall ensure that all handrail components fight tightly and are sanded, beveled and finished as needed to eliminate the potential for injury to users from gouges or contact with sharp edges.

The CONTRACTOR must submit shop drawings, cut sheets and technical data sheets for all timber products, stainless hardware and fasteners, and aluminum ADA handrail to the ENGINEER prior to purchase or construction. Any products or materials manufactured, purchased or installed prior to shop drawing approval will be replaced at the CONTRACTOR's expense if the above noted approvals have not been obtained.

The CONTRACTOR must submit support post driving logs prior to final acceptance of the project and must at any time during construction submit these logs at the request of the CITY or the ENGINEER. Except for cutting included in the plan notes to remove tops damaged by driving, absolutely no support posts shall be cut to final top elevation without the prior written approval of the ENGINEER. If the CONTRACTOR requests cutting support posts to design top height due to refusal, the posts shall remain "in place, as-is" until the ENGINEER can visit the site and make a determination. The CONTRACTOR shall give the ENGINEER 72 hours' notice to schedule a site inspection when requesting support posts cut off. Any support posts cut off without this approval shall be removed and replaced by the CONTRACTOR at no additional cost to the CITY.

The basis of payment for **Timber Beach Access** is per **SQUARE FOOT**.

Item 7 **Aluminum Railing:**

The bid price for this item shall include, but not be limited to, the necessary manpower, equipment, materials and hardware needed to furnish and install FDOT Standard Plans Index 515-062 Fiscal Year 2025-2026 Type 1 picket infill panel aluminum railing per the construction plans. The CONTRACTOR shall furnish 42" height pedestrian railing (aluminum) as per Florida Department of Transportation Standard Plans Index 515-062. Anchor bolts shall be cast in place, 4-bolt anchorage type, Case IV per Standard Plans Index 515-062; the CONTRACTOR shall provide 316 stainless steel anchor bolts and washers in lieu of galvanized steel bolts and

washers. Provide nylon isolation washers to prevent direct contact between aluminum and stainless steel. The CONTRACTOR shall submit shop drawings and technical data sheets for the pedestrian railing and anchoring hardware to the ENGINEER for approval prior to ordering or installing any components. Any items installed without these approvals shall be removed and replaced by the CONTRACTOR at no additional cost to the CITY.

The basis of payment for **Aluminum Railing** shall be per **LINEAR FOOT**.

Item 8 **Sheet Pile Repair:**

The Bid price for this item shall include, but not be limited to the necessary manpower, equipment, materials, including any possible dewatering techniques, and all applicable safety measures to excavate, move, native material located seaward of the Coastal Construction Control Line (CCCL) and any other provision needed to properly repair the existing sheet pile as indicated in the construction plans.

The CONTRACTOR shall properly install the sheet pile "patch" as indicated in the construction plans; CONTRACTOR shall submit shop drawing of proposed sheet, pile used to patch the existing sheet pile, to the ENGINEER of record for approval prior to ordering and installing the product. Any sheet pile product ordered or installed without prior approval from the ENGINEER of record will not be compensated for and will be at the CONTRACTOR'S expense. CONTRACTOR shall ensure that the proposed sheet pile matches the geometry of existing sheet pile so that the proposed sheet pile "patch" and existing sheet pile are flush. CONTRACTOR shall ensure that the sheet pile cut is clean and free of burs or any rough edges.

The contractor shall utilized ¼-inch diameter grade 316 stainless steel fasteners comprised of bolts, nuts, and washers; under no circumstances will any alternative materials or other stainless steel alloys be accepted. CONTRACTOR shall submit drawings of proposed fasteners to ENGINEER of record for approval prior to ordering; any material ordered with out written approval from the ENGINEER will not be compensated for and will be at the CONTRACTOR'S expense.

The basis of payment for **Sheet Pile Repair** shall be per **LUMP SUM**.

Item 9 **Beach Quality Fill:**

The bid price for this item shall include, but not be limited to the required manpower, equipment, materials, and other items necessary, including any possible dewatering techniques, and all applicable safety measures, required to import beach quality fill to the project site, excavate, move, place and compact clean native material located seaward of the Coastal Construction Control Line (CCCL) underneath the proposed pavers to allow construction of the pavers at proposed finished grade, and to allow reconstruction of brick pavers as noted in the construction plans, to excavate and haul away for disposal native material located landward of the CCCL to allow reconstruction of asphalt pavement as noted in the construction plans, and all other earthwork activities required to compact and work all soils within the project area to design grades and elevations as indicated on the plans, technical reports, and specifications. This item shall also include all professional geotechnical proctor, compaction sieve analysis and all other required geotechnical testing. Compaction

tests will be required per each lift of placed fill or backfill, under all structures as indicated in the construction plans. All compaction for paving shall be per CITY standards.

The CONTRACTOR shall maintain all earthwork construction throughout the life of the contract and shall take all reasonable precautions to prevent loss of material from the project site due to the action of wind or water. The CONTRACTOR shall repair at their expense, except otherwise as provided herein, any slides, washouts, settlements, subsidence, vandalism, or other mishap, which may occur prior to final acceptance of the work.

All fill imported to the project site for placement seaward of the Coastal Construction Control Line must be “beach quality” per State of Florida regulations. Beach quality fill is defined by Subsection 62B-33.005(7) of the Florida Administrative Code as follows:

All imported fill material placed seaward of the CCCL shall be sand which is similar to that already existing in the same fixed coastal cell in coloration, grain size, and composition. Beach compatible fill is material that maintains the general character and functionality of the material occurring on the beach and in the adjacent dune and coastal system. Such material shall be predominately of carbonate, quartz or similar material with a particle size distribution ranging between 0.062mm (4.0) and 4.76mm (-2.25) (classified as sand by either the Unified Soils or the Wentworth classification), shall be similar in color and grain size distribution (sand grain frequency, mean and median grain size and sorting coefficient) to the material in the existing coastal system at the placement area and shall not contain:

- Greater than 5 percent, by weight, silt, clay or colloids passing the #230 sieve (4.0);
- Greater than 5 percent, by weight, fine gravel retained on the #4 sieve (-2.25);
- Coarse gravel, cobbles or material retained on the ¾-inch sieve in a percentage or size greater than found at the placement area;
- Construction debris, clay balls or foreign matter; or,
- Material that results in cementation of the beach.

Under this Item, the CONTRACTOR is responsible for providing clean fill meeting the requirements of Subsection 62B-33.005(7) F.A.C as given above. Geotechnical testing results demonstrating compliance with these requirements shall be submitted to the ENGINEER for approval prior to ordering or importing any fill material. Any fill imported or placed by the CONTRACTOR that is not accepted by the ENGINEER shall be removed and replaced with suitable material at the CONTRACTOR'S expense. The CONTRACTOR shall be solely responsible for any fines or other administrative action imposed by the state or other regulatory agencies if unsuitable material is placed on the site.

NOTE: Under no circumstances shall material located seaward of the CCCL be removed from the site or placed on the landward side of the CCCL.

The basis of payment for **Beach Quality Fill** shall be **LUMP SUM**.

Item 10 **Trench Drain:**

The bid price for this item shall include, but not be limited to the required manpower, equipment, materials, and other items necessary, including any possible dewatering techniques, and all applicable safety measures, required to import proposed material to the project site, excavate, move, place and compact clean native material located seaward of the Coastal Construction Control Line (CCCL) underneath the proposed trench drain to allow construction of the trench drain at proposed finished gradeas indicated in the construction plans. CONTRACTOR shall furnish and install all proposed components of the trench drainage system including, the ¼-inch to ½-inch diameter clean crushed stone, non-woven geotextile filter fabric Mirafi N-series 1160N or approved equal, 8-inch diameter perforated PVC pipe, and 2-inch diameter pipe, and structural grout as shown in the construction plans.

The crushed stone shall be from an upland source and shall be free or organics, oils, grease, and debris. The CONTRACTOR shall provide all necessary information of proposed crushed stone, including but not limited to a sieve analysis, AASHTO and USCS soil classifications.

Proposed filter fabric shall be non-woven geotextile filter fabric Mirafi N-series 1160N or approved equal; CONTRACTOR shall submit shop drawings to ENGINEER of record for approval prior to ordering and installing material. All material ordered and installed without approval from the ENGINEER of record will be at the CONTRACTOR's expense; CONTRACTOR will not be reimbursed for manpower, labor, and materials that are not approved.

CONTRACTOR shall ensure the space between the outside perimeter of the 2-inch diameter PVC pipe and drain holes in the sheet pile are sealed utilizing structural grout. Structural grout shall be a single component, non-shrink, structural use material, with a bond strength of 2,000 psi at 28 days per ASTM C 882. The CONTRACTOR shall install grout per manufacturer's recommendations. CONTRACTOR shall submit shop drawings of proposed grout to the ENGINEER of record for approval prior to ordering and installing material. All material ordered and installed without approval from the ENGINEER of record will be at the CONTRACTOR's expense; CONTRACTOR will not be reimbursed for manpower, labor, and materials that are not approved.

The basis of payment for **Trench Drain** shall be **LINEAR FOOT**.

Item 11 **Bid Alternate Item #1 - Removing and Reinstall Pavers:**

Note: The following item is a bid alternate item in addition to the base bid. The CITY will evaluate this item once the bids have been received and decide on the implementation prior to the pre-construction meeting. All bidders are required to submit cost information on this item; any bid received without this information will be considered unresponsive and rejected.

The bid price for this item shall include, but not be limited to the necessary manpower, equipment, materials and any other provision needed to properly furnish

and install pavers, to replace all damaged or missing pavers, that match the existing pavers on site, as indicated in the construction plans. The CONTRACTOR shall properly form and furnish the base, subbase, and or subgrade as well as install brick pavers as indicated in the construction plans. Coarse sand with Coefficient of Uniformity, C_u , not less than 6 or Select Structural fill shall be used for soil replacement where it was indicated in the construction plans

The CONTRACTOR shall coordinate, submit, shop drawings and technical data sheets to the ENGINEER for approval prior to installing any materials or components. Any items installed prior to ENGINEER approval shall be replaced by the CONTRACTOR at no additional cost to the CITY.

The basis of payment for **Bid Alternate Item #1 - Removing and Reinstall Pavers** shall be per **SQUARE FOOT**. CONTRACTOR shall provide the total square footage of additional pavers required to replace the pavers that were damaged or missing.

Item 12 **Bid Alternate Item #*2* - Stamped Concrete:**

Note: The following item is a bid alternate item in addition to the base bid. The CITY will evaluate this item once the bids have been received and decide on the implementation prior to the pre-construction meeting. All bidders are required to submit cost information on this item; any bid received without this information will be considered unresponsive and rejected.

The bid price for this item shall include, but not be limited to, the necessary equipment, materials, manpower, and other need provisions to construct a stamped concrete pavement within the limits of the area marked as “pavers” in the construction plan set.

The bid price for this item shall include, but not be limited to, the necessary manpower, equipment, materials and any other provision needed to properly construct stamped concrete pavement throughout the project area as indicated in the construction plans. All products, dimensions, testing methods, application methods, etc. must conform to the requirements of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Latest Edition), which is the source of the specification for this item.

SECTION 523 PATTERNED PAVEMENT

523-1 Description:

Construct patterned pavement on asphalt or concrete pavement areas at locations and with the color and pattern as specified in the Plans. Use products listed on the Qualified Products List (QPL), as approved for use in areas subject to vehicular traffic or non-vehicular traffic, respectively, as specified herein. Install products in accordance with manufacturer's recommendations.

For the purpose of this Specification, patterned pavements are defined as surface markings applied either as an overlay to the pavement surface

or imprinted in the pavement surface. Vehicular traffic areas are defined as those subject to vehicles within the traveled way, shoulders and auxiliary lanes. Non-vehicular travel areas include medians, islands, curb extensions, sidewalks, borders, plazas and other areas typically subject to foot traffic only.

For installation of overlay products in areas subject to vehicular traffic, the finished thickness shall not exceed 180 mils. Products requiring removal of pavement or requiring blockouts or trenches below the top of pavement, shall not be used.

Provide the pattern type and color as specified in the Plans. Variations within a pattern shall comply with ADA requirements.

523-2 Materials:

523-2.1 General: Use only patterned pavement products approved for use in vehicular and non-vehicular areas, as appropriate, and listed on the QPL. Meet manufacturer's specifications for all patterns, textures, templates, sealers, coatings and coloring materials.

Material coatings used to achieve the pattern and color shall produce an adherent, weather resistant, skid resistant, wear resistant surface under service conditions. Color shall be integral and consistent throughout the installation. The composition of materials is intended to be left to the discretion of the manufacturer.

Materials shall be characterized as non-hazardous as defined by Resource Conservation and Recovery Act (RCRA), Subpart C, Table 1 of 40 CFR 261.24 "Toxicity Characteristic". Materials shall not exude fumes which are hazardous, toxic or detrimental to persons or property.

523-2.2 Qualified Products List (QPL): Manufacturers seeking evaluation of their product shall submit an application in accordance with Section 6 along with the following documentation:

1. Manufacturer's recommendations for applicability of use on concrete or
2. Manufacturer's recommendation for applicability of use in vehicular or non-vehicular travel areas.
3. Manufacturer's specifications and procedures for materials and installation for each use above.
4. For products proposed for use in vehicular traffic areas, test data verifying the material meets the requirements of this Section including verification that the product, installed in accordance with the manufacturer's specifications and procedures, has been tested in accordance with either:
    a. ASTM E-274, Skid Resistance of Paved Surfaces using a standard ribbed full scale tire at a speed of 40 mph (FN40R), and

has a minimum FN40R value of 35, or

b. ASTM E-1911, Measuring Paved Surface Frictional Properties Using the Dynamic Friction Tester (DFT), at a speed of 40 mph (DFT40), and has a minimum DFT40 value of 40.

5. For products proposed for use in non-vehicular traffic areas, test data verifying the material meets the requirements of this Section including verification that the product, installed in accordance with the manufacturer's specifications and procedures, has been tested in accordance with ASTM E-303 using the British Pendulum Tester and has a British Pendulum Number (BPN) of at least 40.

523-2.3 Performance Requirements for Products in Vehicular Travel Areas: In addition to the submittal requirements of 523-2.2, QPL approval will be contingent on a field service test demonstrating that the patterned pavement product meets the following performance measures at the end of three years from opening to traffic:

1. The average thickness shall be a minimum of 50% of the original thickness.
2. Wearing of the material coating shall not expose more than 15% of the underlying surface area as measured within the traveled way.
3. Friction performance of patterned/textured pavement materials shall meet or exceed one of the following test method values:
   a. FN40R value of 35 in accordance with ASTM E-274; or,
   b. DFT40 value of 40 in accordance with ASTM E-1911

Manufacturers shall provide a field service test installation of each product within a marked crosswalk on a roadway with an ADT of 6,000 to 12,000 vehicles per day per lane, on a site approved by the Department. The test installation shall be a minimum six feet wide and extend from pavement edge to pavement edge across all traffic lanes and shoulder pavement at the crosswalk location. The test installation shall be tested by the manufacturer in accordance with FM 5-592.

523-3 Construction.

523-3.1 Product Submittals: Prior to installation, submit pattern and color samples to the Engineer for confirmation that the product meets the pattern and color specified in the Plans. Do not begin installation until acceptance by the Engineer.

523-3.2 Pavement Cuts: Complete all utility, traffic loop detector, and other items requiring a cut and installation under the finished surface, prior to product installation.

523-3.2 Surface Protection: Protect treated surfaces from traffic and environmental effects until the product is completely installed, including drying and curing according to the manufacturer's instructions.

523-3.3 Installation Acceptance: For installation on new asphalt roadways, apply patterned pavement a minimum of 14 days after placement of the adjacent pavement.
Upon completion of the installation, the Engineer will check the area at random locations for geometric accuracy. If any of the chosen areas are found to be deficient, correct the entire patterned area at no additional cost to the Department.
Provide certification that the patterned pavement was installed in accordance with the manufacturer's requirements.

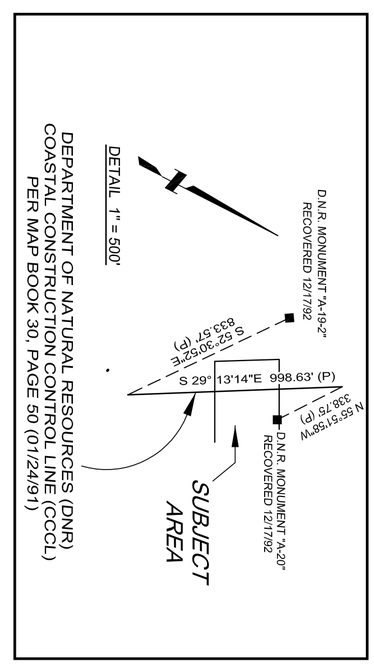
523-4 Method of Measurement.
The quantity to be paid will be the plan quantity in square yards of patterned pavement, completed and accepted. No deduction will be made for areas occupied by landscaping, manholes, inlets, drainage structures, or by any public utility appurtenances within the area.

Shop drawings of the stamped concrete mix design, microfiber, admixtures, concrete stain color options, stamp pattern, and other components must be submitted to the ENGINEER in writing for approval before any construction begins. All concrete mix tickets shall be copied and submitted to the ENGINEER. In addition, the CONTRACTOR is responsible for all concrete testing, testing must occur once each day for each mix poured on site.

Square foot quantities do not account for grade changes; it is the CONTRACTOR's responsibility to account for changes in grade.

The basis of payment for **Bid Alternate Item #2 - Stamped Concrete** shall be per **SQUARE FOOT**.

CAD FILE: 2312008



PLAT OF TOPOGRAPHIC SURVEY & SPECIFIC PURPOSE SURVEY OF

Area Easterly of Block 28, CORONADO BEACH REALTY CO. SUBDIVISION. according to the map or plat thereof as recorded in Map Book 5, Page(s) 83, of the Public Records of Volusia County, Florida AND portion of 28th Avenue lying Southerly of said Block 28.

SURVEY REPORT:

1. Description prepared by the undersigned at the request of the client.
2. Limits and scope of Topographic Survey identified by Dredging & Marine Consultants, LLC
3. Subject to restrictions, reservations, limitations, easements and rights of way, if any, appearing of record.
4. This map of survey and report prepared without the benefit of an abstract and no title work has been performed or provided to this surveyor.
5. This map of survey and report is subject to any facts that may be disclosed by a full and accurate title search.
6. The location of any subsurface foundations, improvements, features or utilities which may or may not exist and which may or may not violate deed or easement lines are not determined or addressed by this survey.
7. Dimensions indicated hereon are in U.S. standard feet and decmals thereof, unless otherwise noted.
8. Elevations indicated hereon are in feet and decimals referenced to **North American Vertical Datum 1988** and are based on United States Coastal and Geodetic Survey monument B-212, published elevation 11.56 feet.
9. Coordinates shown hereon at property corners refer to the Florida State Plane Coordinate System - East Zone, NAD 83 (1990 adjustment).
10. Features shown by symbol as indicated are not to scale.
11. Drawing distance between features and property line may be exaggerated for clarity.
12. Unless otherwise noted, the monumentation has no identification number or name.
13. Ownership of fences shown hereon is not addressed by this survey.
14. Distances shown to the Department of Natural Resources Coastal Construction Control Line (CCCL) are measured perpendicular to said line. Stations are along the lot line and the prolongations thereof.
15. The direction and location of riparian lines was not determined.
16. The area easterly of the seawall is currently being used as a "Public Beach", in which uses include, but not limited to, recreation and pedestrian & vehicular travel.
17. Mean High Water Elevation 1.14 feet (North American Vertical Datum 1988) based on extension of tidal datum from Florida Department of Environmental Protection MHW Data Point No. 101077 National Tidal Epoch 1983-2001. Mean High Water Elevation and Mean Low Water Elevation provided by the Land Boundary Information System internet web site (www.labins.org). This is not a Mean High Water Survey and does not comply with Chapter 177, Part II, Florida Statutes.
18. Seasonal high-water elevation = (Mean tidal range x 1.5) + Mean High Water Elevation = (3.86 x 1.5) + 1.15 = 6.92 feet (NAVD 1988). Mean High Water Elevation and Mean tidal range supplied by Department of Environmental Protection, Bureau of Surveying and Mapping at www.labins.org.
19. The intended topographic features located and shown on this survey are the spot elevations shown hereon, selected trees and observable above-ground utilities.
20. The contours are approximate and were interpolated from the spot elevations shown hereon.
21. Subject to restrictions, conditions and limitations relative to the Coastal Construction Control Line filed in Map Book 30, Page 50 (formerly known as Map Book 30, Page 20), of the Public Records of Volusia County, Florida, imposed by sections 161.052 and 161.053 of the Florida Statutes and subject to restrictions, conditions and limitations relative the City of New Smyrna Beach Coastal Construction Setback Line per Ordinance No. 22-21 (dated 05-11-21).
22. Volusia County Florida Coastal Construction Control Line (Map Book 30, Page 50) approved 01/24/91.
23. Survey date: January 29, 2024
24. Property owner: City of New Smyrna Beach / County of Volusia
25. Property address: 3701 Avenue, New Smyrna Beach
26. This survey is also for the specific purpose of complying with selected requirements of Section 62B-33.0081, Florida Administrative Code.
27. Additions or deletions to this survey map or report by other than the signing party or parties is prohibited without written consent of the signing party or parties per F.A.C. Rule 5J-17.051(3)(b)6.
28. The survey map and report or copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

CERTIFIED TO: DREDGING & MARINE CONSULTANTS, LLC

BURIED UTILITIES NOTE

BURIED UTILITIES ARE SHOWN AT THEIR APPROXIMATE LOCATION BASED UPON INFORMATION OBTAINED FROM UTILITY COMPANIES AND FIELD LOCATIONS. OTHER BURIED UTILITIES MAY EXIST ON THE SITE WHICH ARE NOT SHOWN ON THIS DRAWING. USE EXTREME CAUTION DURING EXCAVATION. PROCEDURES AND CONTACT SUNSHINE STATE ONE @ 1-800-432-4770 FOR EXACT LOCATION OF BURIED FACILITIES PRIOR TO EXCAVATION OPERATIONS.

CALL BEFORE YOU DIG...
1-800-432-4770
UTILITIES PROTECTION CENTER
IT'S THE LAW

GRAPHIC SCALE
20 0 10 20 40
(IN FEET)
1 inch = 20 ft.

SOUTH ATLANTIC AVENUE
(100' R/W)

27th AVENUE (50' R/W)
PLATTED "27TH STREET"

N 62°54'58"E 300' (P) 292.93' (M)

393.66' (M)

0+00

S 29°13'14"E 998.63' (P)

"27th AVENUE PARK"

BENCHMARK NO. 2
NAIL & DISK "LB 7143"
ON TOP OF CURB
ELEVATION = 15.35 FEET
(NAVD 1988)

0.5' CONCRETE CURB

BLOCK "28"
CORONADO BEACH REALTY COMPANY SUBDIVISION
MAP BOOK 5, PAGE 83
3701 S. ATLANTIC AVENUE
OWNER: CITY OF NEW SMYRNA BEACH

28th AVENUE (50' R/W)
PLATTED "28TH STREET"

300' (P)

0+00

DEPARTMENT OF NATURAL RESOURCES
COASTAL CONSTRUCTION CONTROL LINE
MAP BOOK 30, PAGE 50 (01/24/91)
[FORMERLY KNOWN AS MAP BOOK 30, PAGE 20]
AND
CITY OF NEW SMYRNA BEACH
COASTAL CONSTRUCTION SETBACK LINE
PER ORDINANCE No 22-21

OWNER:
COUNTY OF VOLUSIA

PLATTED EASTERLY LINE OF BLOCK "28"

PLATTED "OCEAN BEACH"

BENCHMARK NO. 1
TOP OF NAIL
IN CONCRETE SEAWALL
ELEVATION = 12.51 FEET
(NAVD 1988)

2.0' CONCRETE CAP ON SEAWALL

1+55.02
REC NAIL ON SEAWALL
N(Y) = 1,699,774.68
E(X) = 695,148.70

RUBBER MAT ASTRO-TURF PLAYGROUND AREA

ASPHALT PAVEMENT
WOOD BOLLARD
WOOD BARRICADE
0.5' CONCRETE CURB
CONCRETE
WOOD SIGNS
BURIED PAVERS
CLF
PVC FENCE
CONCRETE PICNIC AREA
DENOTES 5'x8' PICNIC TABLE
DENOTES METAL POST FOR CANOPY COVER
DENOTES "SHOWER TOWER"
TROUGH
END BURIED
COVERED CONCRETE WALK
CONCRETE WALK
33.7' x 22.4' 1-STORY CONCRETE-BLOCK & FRAME RESTROOM BUILDING #3701
FLOOR ELEVATION = 13.63'
13" PALM
WATER FOUNTAIN
METAL POST FOR CANOPY COVER
YARD DRAIN TOP ELEV. = 12.9
YARD DRAIN TOP ELEV. = 12.7
16" PALM
12" PALM
BENCH
APPROXIMATE EDGE OF PAVERS
PAVER BOARDWALK IN DISREPAIR
0.6' WOOD-RAIL FENCE ALONG WEST EDGE OF CAP
2.0' CONCRETE CAP ON SEAWALL
NOTE: WASHOUTS IN PAVER BOARDWALK NOT LOCATED
WOOD RAMP GONE
WOOD RAMPS & LANDING IN DISREPAIR ONLY POST AND BRACING REMAIN
DENOTES WOOD POST
161' TO CCCL
WOOD STAIRS GONE
TEXT STYLE INDICATES SEAWALL ELEVATION
END FENCE
WOOD STAIRS & LANDING LOCATED 03/23/2022 NOW GONE
METAL FENCE
SIGN BETWEEN PILINGS
DENOTES WOOD PILING
NO VEGETATION
PUBLIC
BEACH
1+55
2+07
2+10
2+11
2+42
2+44
SEASONAL HIGH WATER ELEVATION 6.92 FEET (NAVD 1988) AS LOCATED ON 01/23/2024 AT SEAWALL
MEAN HIGH WATER ELEVATION 1.14 FEET (NAVD 1988) AS LOCATED ON 01/23/2024

ATLANTIC OCEAN

TYPE	SURVEY DATE	WORK ORDER #	P.C.	CALC.	DRAFT	CHECKED
TOPOGRAPHIC SURVEY	01/29/2024	23-10-008	JWC/BTC	J.W.C.	JWC/BTC	J.W.C.
SPECIFIC PURPOSE SURVEY	01/29/2024	23-10-008	JWC/BTC	J.W.C.	JWC/BTC	J.W.C.
TYPE	DATE	WORK ORDER #	---	CALC.	DRAFT	CHECKED

"27th AVENUE PARK"
FILE # 2046/2047

LEGEND & ABBREVIATIONS

- ● = DENOTES 5/8" IRON ROD W/ CAP " CORY LB #7883 " UNLESS OTHERWISE NOTED
- ○ = DENOTES IRON PIPE UNLESS OTHERWISE NOTED
- □ = DENOTES CONCRETE MONUMENT UNLESS OTHERWISE NOTED
- EMT = ELECTRICAL METAL TUBING
- FND = FOUND
- REC = RECOVERED
- N(Y) = NORTHING COORDINATE VALUE
- E(X) = EASTING COORDINATE VALUE
- LB = LICENSED BUSINESS
- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- F.I.R.M. = FLOOD INSURANCE RATE MAP
- N.A.V.D. = NORTH AMERICAN VERTICAL DATUM (1988)
- N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM (1929)
- C.C.C.L. = COASTAL CONSTRUCTION CONTROL LINE
- U.S.C.&G.S. = UNITED STATES COAST & GEODETIC SURVEY

- Δ = DELTA
- R = RADIUS OR RANGE
- L = ARC LENGTH
- C = CHORD
- CB = CHORD BEARING
- T = TANGENT OR TOWNSHIP
- (R) = RADIAL
- (NR) = NON-RADIAL
- (NT) = NON-TANGENT
- PC = POINT OF CURVATURE OR PARTY CHIEF
- PT = POINT OF TANGENCY

- (P) = PLAT
- (D) = DESCRIPTION
- (M) = MEASURED
- (C) = CALCULATED (CALC)
- (PR) = PRORATED
- (G) = GRID
- O.R. = OFFICIAL RECORD BOOK
- M.B. = MAP BOOK
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- W = WATER METER
- T = TELECOMMUNICATIONS (TELE) RISER
- F.F. = FINISHED FLOOR ELEVATION
- RCP = REINFORCED CONCRETE PIPE
- CMP = CORRUGATED METAL PIPE
- T.B.M. = TEMPORARY BENCHMARK
- + 0.0 = EXISTING ELEVATION (ELEV)

- P.R.M. = PERMANENT REFERENCE MONUMENT
- P.C.P. = PERMANENT CONTROL POINT
- = POWER POLE
- = GUY WIRE
- O/U = OVERHEAD UTILITIES
- A/C = AIR CONDITIONER
- CLF = CHAIN-LINK FENCE
- BWF = BARBED WIRE FENCE
- AC. = ACRES
- R/W = RIGHT-OF-WAY
- ℄ = CENTER LINE
- = CONCRETE (CONC)
- S = CONCRETE STOOP

CERTIFICATE OF AUTHORIZATION NUMBER LB 7883

I hereby certify that this survey map and report of the subject property is true and correct to the best of my knowledge, information and belief as surveyed in the field under my supervision on the dates shown hereon. I further certify that this survey map and report meets the Standards of Practice set forth in F.A.C. Rule 5J-17, adopted by the Florida Board of Professional Surveyors and Mappers, pursuant to Florida Statutes Ch. 472.027, subject to the qualifications noted hereon.

DANIEL W. CORY P.S.M. NO. 2027
JEFFREY W. CORY P.S.M. NO. 4139

THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE(S) N/A
THIS LOCATION IS DETERMINED FROM F.I.R.M. COMMUNITY
PANEL MAP REVISED

DANIEL W. CORY
SURVEYOR, LLC
300 CANAL STREET
NEW SMYRNA BEACH, FLORIDA 32168
(386) 427-9575
FAX (386) 427-1783
web site: corysurveyor.com

PREPARED FOR: DREDGING & MARINE CONSULTANTS

SCALE 1" = 20' FILE # 2046/2047

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ ,

(hereinafter called Principal) and _____
(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State of_____, with its principal offices in the City of _____, authorized to do business in the State of Florida, in the full and just sum of _____ Dollars ($_____), good and lawful money of the United State of America, to be paid upon demand of the _____, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the _____, Florida, a bid for the construction of _____in, and for the said City, and

WHEREAS, the Principal desires to file this bond in accordance with the law, in lieu of a Certified or Cashier's Check otherwise required to accompany this Bid,

NOW, THEREFORE, the conditions of this obligation are such that if the Bid be accepted, the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof, execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20_____.

_____
Principal

By_____

_____
Surety

ATTEST: By _____

_____
(SEAL)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called the Principal,

and_____

(Name of Surety)

_____
(Address of Surety)

hereinafter called **SURETY,** are held and firmly bound unto _____

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called the **OWNER,** in the penal sum of_____

_____ **Dollars,** (_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of_____, 20 ____, a copy of which is hereto attached and made a part hereof for the construction of:

_____

_____

_____

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way

affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of
(Number)
which shall be deemed an original, this the _____ day of _____, 20 _____.

ATTEST: _____
Principal

By: _____

_____
(Principal) Secretary

(SEAL)

_____

____
_____
(Witness as to Principal)

_____ _____

(Address)

_____

ATTEST:

_____ _____
(Surety) Secretary (Surety)

(SEAL)

_____ By: _____
Witness as to Surety Attorney-in-Fact

_____ _____
(Address) (Address)

_____ _____

NOTE: Date of BOND must not be prior to date of Contract. If the CONTRACTOR is a Partnership, all partners should execute the BOND.

IMPORTANT: Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called **Surety,** are held and firmly bound unto _____

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called the **OWNER,** in the penal sum of _____

_____ Dollars, ($_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the OWNER, dated the _____ day of _____, 20 ____, a copy of which is hereto attached and made a part hereof for the construction of:

_____

_____

_____

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK

to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of
(Number)

which shall be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

_____
Principal

_____
(Principal) Secretary

By: _____

(SEAL)

_____
(Witness as to Principal)

_____
(Address)

_____
(Address)

_____
(Address)

_____
(Surety)

ATTEST:

_____
(Surety) Secretary

(SEAL)

_____
Witness as to Surety

By: _____
Attorney-in-Fact

_____
(Address)

_____
(Address)

_____

_____

NOTE: Date of BOND must not be prior to date of Contract. If the CONTRACTOR is a Partnership, all partners should execute the BOND.

IMPORTANT: Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

Executive Order 11246

SOURCE: The following is the text of Executive Order 11246 of September 28, 1965, as it appears at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

Part I — Nondiscrimination in Government Employment

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966-1970 Comp., p. 803]

Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors

Subpart A - Duties of the Secretary of Labor

SEC. 201. The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart B - Contractors' Agreements

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with afl provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 203.

a. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

b. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

c. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

d. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 204

a. The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this **Order** in any specific contract, subcontract, or purchase **order**.

b. The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve

subcontracts below a specified tier.

c. Section 202 of this **Order** shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this **Order**.

d. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this **Order**: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this **Order**."

[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141 - 77144]

Subpart C - Powers and Duties of the Secretary of Labor and the Contracting Agencies

SEC. 205. The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 206.

a. The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.

b. The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 207. The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in

the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 208.

a. The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.

b. The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

Subpart D - Sanctions and Penalties

SEC. 209. In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

1. Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.
2. Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.

3. Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.

4. Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.

5. After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal

employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.

6. Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 210. Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p 230]

SEC. 211. If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 212. When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart E - Certificates of Merit

SEC. 213. The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership,

grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

SEC. 214. Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

SEC. 215. The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

Part III - Nondiscrimination Provisions in Federally Assisted Construction Contracts

SEC. 301. Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 302.

a. "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

b. The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the

contracting agency referred to therein.

c. The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

SEC. 303.

a. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.

b. In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.

c. In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 304. Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

Part IV - Miscellaneous

SEC. 401. The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 402. The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

SEC. 403.

a. Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.

b. Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p, 264]

SEC. 404. The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

SEC. 405. This Order shall become effective thirty days after the date of this Order.

Executive Order 11246

SOURCE: The following is the text of Executive Order 11246 of September 28, 1965, as it appears at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

Part I — Nondiscrimination in Government Employment

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966-1970 Comp., p. 803]

Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors

Subpart A - Duties of the Secretary of Labor

SEC. 201. The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart B - Contractors' Agreements

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with afl provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 203.

a. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

b. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

c. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

d. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 204

a. The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this **Order** in any specific contract, subcontract, or purchase **order**.

b. The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve

subcontracts below a specified tier.

c. Section 202 of this **Order** shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this **Order**.

d. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this **Order**: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this **Order**."

[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141 - 77144]

Subpart C - Powers and Duties of the Secretary of Labor and the Contracting Agencies

SEC. 205. The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 206.

a. The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.

b. The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 207. The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in

the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 208.

a. The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.

b. The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

Subpart D - Sanctions and Penalties

SEC. 209. In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

1. Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.
2. Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.

3. Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.

4. Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.

5. After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal

employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.

6. Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 210. Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p 230]

SEC. 211. If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 212. When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart E - Certificates of Merit

SEC. 213. The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership,

grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

SEC. 214. Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

SEC. 215. The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

Part III - Nondiscrimination Provisions in Federally Assisted Construction Contracts

SEC. 301. Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 302.

a. "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

b. The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the

contracting agency referred to therein.

c. The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

SEC. 303.

a. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.

b. In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.

c. In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 304. Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

Part IV - Miscellaneous

SEC. 401. The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 402. The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

SEC. 403.

a. Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.

b. Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p, 264]

SEC. 404. The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

SEC. 405. This Order shall become effective thirty days after the date of this Order.

FEDERAL CONTRACT PROVISIONS

In addition to any other provisions required herein, the following provisions apply, as applicable.

All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

1. **Equal Employment Opportunity**. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor**."** ***Contractor must complete enclosed certification***

2. **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

3. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**. Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4. **Rights to Inventions Made Under a Contract or Agreement**. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding

agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)**, as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office ofthe Environmental Protection Agency (EPA).

6. **Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. ***Contractor must complete enclosed certification***

7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—**Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non- Federal award. ***Contractor must complete enclosed certification***

8. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. See 2 CFR 200.321.**
   (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area □rms are used when possible.

   (b) Affirmative steps must include:
      1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
      2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
      3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
      4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
      5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
      6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmation steps listed in paragraphs (b)(1) through (5) of this section.

9. **Procurement of recovered materials. See 2 CFR 200.323.**

   A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the

Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. Prohibition on certain telecommunications and video surveillance services or equipment. See 2 CFR 200.216.

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

Procure or obtain;

Extend or renew a contract to procure or obtain; or

Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

See Public Law 115-232, section 889 for additional information.

11. Telecommunication costs and video surveillance costs. See 2 CFR 200.471.

Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:
Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in §200.216 to:

Procure or obtain, extend or renew a contract to procure or obtain;

Enter into a contract (or extend or renew a contract) to procure; or

Obtain the equipment, services, or systems.

12. Domestic preferences for procurements. See 2 CFR 200.322.

(a) As appropriate and to the extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

13. Energy Policy and Conservation Act

The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201.

14. Civil Rights

The following requirements will apply to the Contract and any subcontracts:

(a) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(b) Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F .R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

15. Access to Records

The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

16. Compliance with Federal Law, Regulation and Executive Orders

The Contractor agrees to comply with all applicable federal law, regulations and executive orders.

17. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

18. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

19. Termination By Contractor For Cause

(a) The contractor may terminate this Agreement only if the City fails to pay the contractor in accordance with this Agreement.

(b) In the event of the cause described in Subsection (a), the contractor shall send a certified letter requesting that the City show cause why the Agreement should not be terminated. If adequate assurances are not given to the contractor within fifteen (15) days of the receipt by the City of said show cause notice, then the contractor may consider the City to be in default, and may immediately terminate this Agreement.

20. Termination By The City For Convenience And Without Cause

(a) Notwithstanding any other provision of this Agreement, the City shall have the right at any time to terminate this Agreement in its entirely without cause, or terminate any specific Purchase/Work Order without cause, if such termination is deemed by the City to be in the public interest, in writing of deficiencies or default in the performance of its duties under the Agreement and the contractor shall have ten (10) days to correct same or to request, in writing, a hearing.

(b) Failure of the contractor to remedy said specified items of deficiency or default in the notice by either the City's designated representative within ten (10) days of receipt of such notice of such decisions, shall result in the termination of the Agreement, and the City shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the Agreement.

(c) The City shall have the right to terminate this Agreement without cause with a one-hundred twenty (120) day written notice to the contractor. The City reserves the right to terminate any Agreement for cause with a five (5) day written notice to the contractor. Notice shall be served to the Parties as specified in the Agreement.

(d) In the event that this Agreement is terminated, the City shall identify any specific Purchase/Work Order(s) being terminated and the specific Purchase/Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.

(e) This Agreement will remain in full force and effect as to all authorized Purchase/Work Order(s) that is/are to be continued to completion.

(f) In the event that after the City's termination for cause for failure of the contractor to fulfill its obligations under this Agreement it is found that the contractor has not so failed, the termination shall be deemed to have been for convenience and without cause.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

**** THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acquisition.gov/far/index.html see section 52.209-6.

The Contractor _____ certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

**** THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

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BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

**** THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

City of New Smyrna Beach

Bid/Proposal Response

Title of Project Name: **27th Avenue Boardwalk and Ramp Replacement**

Project ID: **05-25-CIP**

Company Name: _____

Print Authorized Officer Name & Title: _____

Signature Authorized Officer: _____

Submitted Bid Amount: $_____

Bid Amount Spelled Out: _____

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
Copy of Bid Bond, no less than 10% of the submitted bid	
City of NSB Form: Authorized Signature/Negotiators	
City of NSB Form: Vendor Information Form	
City of NSB Form: Vendor Summary Form	
City of NSB Form: Completed W9	
City of NSB Form: Statement of Insurance	
City of NSB Form: Public Entity Crime Information Statement	
City of NSB Form: Disputes Disclosure	
City of NSB Form: Drug Free Workplace Certification	
City of NSB Form: Sworn Statement	
City of NSB Form: Non-Collusion Affidavit	
City of NSB Form: E-Verify	
City of NSB Form: Human Trafficking Affidavit	
City of NSB Form: Conflict of Interest	
City of NSB Form: Organizational Information	
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	
City of NSB Form: Smoke Free Acknowledgement	
City of NSB Form: References	
City of NSB Form: List of Subcontractors	
City of NSB Form: Trench Safety	
City of NSB Form: Signed Addendums (if applicable)	
Copy of Sunbiz Registration with Active Status	
Copy of Sam's Gov Registration listing Unique Identifier Number	

City of New Smyrna Beach

27th Avenue Boardwalk and Ramp Replacement

Project ID: ITB 05-25-CIP

AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #

_____
Print Name

_____
Signature/Title)

_____
Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture _____ Corporation

State of Incorporation: _____

Federal I.D. or Social Security number is: _____

VENDOR INFORMATION

BID #:	ITB 05-25-CIP
BID TITLE:	J27th Avenue Boardwalk and Ramp Replacement

Respondent Information	
Company Name:	Federal Employer Identification Number or SS Number: DUN Number:
Mailing Address	Type of Entity (Circle One) Corporation Partnership Proprietorship Joint Venture
City, State, Zip Code	Incorporated in the State of:
Corporate Address:	What kind of business: "For Profit" or "Not for Profit" Is Firm in good standing: Yes or No Authorized to transact business in Florida Yes or No
City, State, Zip Code	State of Florida Department of State Certificate of Authority Document No: _____
Telephone No.	
Email Address:	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print): President: _____ Vice President: _____ Secretary: _____ Treasurer: _____ Other: _____ Other: _____	

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

_____ _____
Authorized Signature Printed Name

Title: _____ Date: _____

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

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: _____ REVISED VENDOR:_____

DATE: _____

VENDOR NAME: _____

VENDOR DBA: _____

PRODUCT/SERVICE PROVIDED: _____

DEPARTMENT: _____

PREPARED BY: _____

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
_____	_____	_____
ADDRESS	ADDRESS	ADDRESS
_____	_____	_____
_____	_____	_____
CITY/STATE	CITY/STATE	CITY/STATE
_____	_____	_____
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: _____

E-MAIL: _____

OFFICE PHONE: _____

FAX: _____

MOBILE PHONE: _____

FEDERAL TAX ID#: _____

DUNS Number:

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

_____

PROPOSER/BIDDER

_____

AUTHORIZED SIGNATURE

_____

OFFICER TITLE

_____

DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

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

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: _____

_____
Authorized Signature and Title

_____
Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO _____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO _____

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # _____ described as:

_____.

_____ _____

Firm Date

_____ _____

Authorized Signature and Title Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ Date: _____

Authorized Signature

_____

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by _____
(Print Individual's Name and Title)
for _____
(Print Name of Entity Submitting Sworn Statement)
whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this_____day of_____,_____.

Personally known_____ _____
(Notary)

OR produced identification_____ Notary Public State of_____

_____ My commission expires:_____
(Type of Identification)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of_____

County of_____

_____, being first duly sworn, deposes and says that:

He/she is _____of_____, Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
Signed

_____
Title

Subscribed and sworn to before me this _____day of_____, 20___.

_____

_____
Title

My Commission Expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: _____

Consultant E-Verify Registration Number: _____

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: _____

Print Name: _____

Sworn to and subscribed before me, by ( ) physical presence or ( ) remote audio-visual means, this

_____Day of_____, 20___. She/He is personally known to me or has produced

_____As identification.

_____
Notary Public

My commission expires:_____

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of _____ ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.
B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: _____

Authorized Signature: _____ Date: _____

Printed Name:_____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

_____
Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of _____

Before me, the undersigned authority, personally appeared _____

who was duly sworn, deposes, and states:

1. I am the _____of _____ with a local office in

   _____and principal office in _____.
   (City & State) (City & State)

2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **ITB 05-25-CIP, 27th Avenue Boardwalk and Ramp Replacement .**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

_____ _____
Typed Name Title

_____ _____
Signed Dated

Sworn to and subscribed before me this _____day of _____ 2025.

Personally known ____ OR produced identification ____. Identification type:
_____

Notary Public: State of _____ County of _____

_____
Printed, typed, or stamped commissioned name of notary public

My commission expires: _____

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
☐ Corporation	☐ Partnership	☐ Non-Profit
☐ Joint Venture	☐ Sole Proprietorship	☐ Other (Please specify)
State of Incorporation		
Principal Place of Business (Enter Address)		
Federal I.D. Number		

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ _____

Authorized Signature Printed Name FEIN

_____ _____

Title Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: _____

FEIN: _____

Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____

Certified By: _____,
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CITY OF NEW SMYRNA BEACH
ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE

The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ Date: _____
Authorized Signature and Title

_____
Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) contracts performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #2:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #3:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

TRENCH SAFETY STATEMENT

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the cost of compliance with the applicable trench safety standards as follows:

TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT QUANTITY	UNIT COST	EXTENDED COST
A.				
B.				
C.				
D.				
TOTAL:				

NOTE: The total cost shown herein is already included in the various items in the Total Base Bid in the CONTRACTOR's Proposal and is not additional to the pricing submitted on the Bid Form.

Bidder, by signature below, assures that the CONTRACTOR performing trench excavating will comply with the applicable Trench Safety Standards. Failure to complete the above and submit with the Bid Form along with other required bidding documents, may result in the bid being declared non-responsive.

NOTE: BEFORE EXECUTION, CONTRACTOR IS REQUESTED TO REVIEW BOTH PAGES OF THIS DOCUMENT.

Submitted, signed and sealed this _____ day of _____, 2024.

CONTRACTOR _____

By:
Name: _____ Title: _____

Business Address: _____

_____

ATTEST:

_____ _____
Signature Seal

NOTE:

If the CONTRACTOR intends to install pipe by some other method than trenching under the definitions found in the Florida Trench Safety Act (90-96, Laws of Florida), he shall so indicate by outlining in the space provided below the method he proposes and how it will comply with the Florida Trench Safety Act and related OSHA Standards for the OWNER's evaluation.

The Cost of accomplishing the work by any alternate methods to trenching is included in the bid prices shown in the CONTRACTOR's Proposal. Outline of Alternate Method:

Submitted, signed and sealed this _____ day of _____, 2024.

CONTRACTOR _____

By:

Name: _____ Title: _____

Business Address: _____

_____

ATTEST:

_____ _____

Signature Seal

**** THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

END OF SECTION

ADDENDUM 1
ITB 05-25-CIP, 27TH AVENUE BOARDWALK AND RAMP REPLACEMENT
June 2, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to **ITB 05-25-CIP, 27th Avenue Boardwalk and Ramp Replacement,** issued May 6, 2024.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question:** There is noticeable structural damage to the South end of the concrete cap on the bottom. Will there be any improvements included to address this?

   Answer: The contractor shall repair the damaged area at the South end of the existing concrete cap using epoxy structural grout.

2. **Question**: Could jet filters be considered an acceptable replacement for PVC pipes for drainage to prevent further erosion?

   Answer: Yes

3. **Question:** Will concrete repairs/patches be required in areas such as on the far south end of the top cap of the wall and along the north side of the pavers edge where erosion has begun under the sidewalk?

   Answer: Yes, any cracks observed on the existing cap, including those on the far south end of the top cap along the north side near the pavers' edge, shall be repaired using epoxy structural grout.

4. **Question:** Would 1x8 EvaLast Solid Eclipse composite railing cap be acceptable with PT 2x8 support underneath to maintain structural integrity?

   Answer: No, the contractor should bid on the material as designed.

5. **Question:** Are Florida State Certified Marine Contractors able to bid on this project

Answer: Contractor must have a General Contractor License to work in the State of Florida.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): _____ Proposer Signature: _____

_____

Firm Name (Please Print)

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

EVALUATION TABULATION

ITB No. 05-25-CIP

27TH Avenue Boardwalk and Ramp Replacement

RESPONSE DEADLINE: June 10, 2025 at 5:00 pm
Report Generated: Wednesday, June 11, 2025

SELECTED VENDOR TOTALS

Vendor	Total
Paul Culver Construction, Inc.	$492,470.00
Gregori Construction	$678,410.00
Above Code Contracting	$760,224.00
Saboungi Construction, Inc.	$953,080.00
East Coast Marine Construction & Design, Inc.	$958,856.46
P&G Construction, Inc.	$992,758.00
Underwater Engineering Services, Inc.	$1,244,002.00

TABLE 1 (Table 1 of 2)

					Above Code Contracting		East Coast Marine Construction & Design, Inc.		Gregori Construction		Paul Culver Construction, Inc.		P&G Construction, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Mobilization and Demobilization	1	LS	$112,950.00	$112,950.00	$26,166.00	$26,166.00	$20,000.00	$20,000.00	$24,550.00	$24,550.00	$52,000.00	$52,000.00
X	2	Maintenance of Traffic	1	LS	$5,850.00	$5,850.00	$11,156.00	$11,156.00	$1,400.00	$1,400.00	$4,700.00	$4,700.00	$26,000.00	$26,000.00
X	3	Construction and As-Built Survey	1	LS	$8,450.00	$8,450.00	$5,014.10	$5,014.10	$6,000.00	$6,000.00	$8,190.00	$8,190.00	$19,500.00	$19,500.00
X	4	Environmental Protection and Compliance	1	LS	$4,810.00	$4,810.00	$6,153.00	$6,153.00	$8,000.00	$8,000.00	$9,350.00	$9,350.00	$29,250.00	$29,250.00
X	5	Demolition, Hauling and Disposal	1	LS	$30,550.00	$30,550.00	$60,445.00	$60,445.00	$45,000.00	$45,000.00	$27,500.00	$27,500.00	$39,000.00	$39,000.00
X	6	Timber Beach Access	1008	SF	$147.90	$149,083.20	$159.07	$160,342.56	$185.00	$186,480.00	$167.00	$168,336.00	$214.50	$216,216.00
X	7	Aluminum Railing	340	LF	$191.21	$65,011.40	$296.89	$100,942.60	$165.00	$56,100.00	$107.00	$36,380.00	$313.30	$106,522.00
X	8	Sheet Pile Repair	1	LS	$44,760.80	$44,760.80	$118,308.00	$118,308.00	$53,550.00	$53,550.00	$13,806.00	$13,806.00	$91,000.00	$91,000.00
X	9	Beach Quality Fill	80	CY	$70.20	$5,616.00	$155.34	$12,427.20	$135.00	$10,800.00	$300.00	$24,000.00	$221.00	$17,680.00
X	10	Trench Drain System	340	LF	$178.97	$60,849.80	$175.70	$59,738.00	$200.00	$68,000.00	$118.00	$40,120.00	$149.50	$50,830.00
Total						$487,931.20		$560,692.46		$455,330.00		$356,932.00		$647,998.00

TABLE 1 (Table 2 of 2)

Selected	Line Item	Description	Quantity	Unit of Measure	Saboungi Construction, Inc.		Underwater Engineering Services, Inc.	
					Unit Cost	Total	Unit Cost	Total
X	1	Mobilization and Demobilization	1	LS	$178,280.00	$178,280.00	$140,445.00	$140,445.00
X	2	Maintenance of Traffic	1	LS	$3,300.00	$3,300.00	$3,610.00	$3,610.00
X	3	Construction and As-Built Survey	1	LS	$13,200.00	$13,200.00	$19,625.00	$19,625.00
X	4	Environmental Protection and Compliance	1	LS	$5,120.00	$5,120.00	$6,078.00	$6,078.00
X	5	Demolition, Hauling and Disposal	1	LS	$35,550.00	$35,550.00	$64,400.00	$64,400.00
X	6	Timber Beach Access	1008	SF	$181.50	$182,952.00	$294.00	$296,352.00
X	7	Aluminum Railing	340	LF	$93.50	$31,790.00	$202.00	$68,680.00
X	8	Sheet Pile Repair	1	LS	$159,940.00	$159,940.00	$124,480.00	$124,480.00
X	9	Beach Quality Fill	80	CY	$82.50	$6,600.00	$291.00	$23,280.00
X	10	Trench Drain System	340	LF	$272.50	$92,650.00	$265.00	$90,100.00
Total						$709,382.00		$837,050.00

TABLE 2 (Table 1 of 2)

					Above Code Contracting		East Coast Marine Construction & Design, Inc.		Gregori Construction		Paul Culver Construction, Inc.		P&G Construction, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	Alt #1	Remove and Reinstall Pavers	6760	SF	$13.14	$88,826.40	$18.60	$125,736.00	$13.00	$87,880.00	$5.30	$35,828.00	$22.00	$148,720.00
Total						$88,826.40		$125,736.00		$87,880.00		$35,828.00		$148,720.00

TABLE 2 (Table 2 of 2)

					Saboungi Construction, Inc.		Underwater Engineering Services, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	Alt #1	Remove and Reinstall Pavers	6760	SF	$14.30	$96,668.00	$29.10	$196,716.00
Total						$96,668.00		$196,716.00

TABLE 3 (Table 1 of 2)

					Above Code Contracting		East Coast Marine Construction & Design, Inc.		Gregori Construction		Paul Culver Construction, Inc.		P&G Construction, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	Alt #2	Stamped Concrete	6760	SF	$27.14	$183,466.40	$40.30	$272,428.00	$20.00	$135,200.00	$14.75	$99,710.00	$29.00	$196,040.00
Total						$183,466.40		$272,428.00		$135,200.00		$99,710.00		$196,040.00

TABLE 3 (Table 2 of 2)

					Saboungi Construction, Inc.		Underwater Engineering Services, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	Alt #2	Stamped Concrete	6760	SF	$21.75	$147,030.00	$31.10	$210,236.00
Total						$147,030.00		$210,236.00

City of New Smyrna Beach

Bid/Proposal Response

Title of Project Name: **27th Avenue Boardwalk and Ramp Replacement**

Project ID: **05-25-CIP**

Company Name: Gregori Construction Inc.

Print Authorized Officer Name & Title: Jesse J Salazar, PM/Agent

Signature Authorized Officer: Jesse J Salazar

Submitted Bid Amount: $ 455,330.00 BASE PRICE ONLY

Bid Amount Spelled Out: FOUR HUNDRED FIFTY FIVE THOUSAND, THREE HUNDRED THIRTY DOLLARS + 00/100

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
Copy of Bid Bond, no less than 10% of the submitted bid	✓
City of NSB Form: Authorized Signature/Negotiators	✓
City of NSB Form: Vendor Information Form	✓
City of NSB Form: Vendor Summary Form	✓
City of NSB Form: Completed W9	✓
City of NSB Form: Statement of Insurance	✓
City of NSB Form: Public Entity Crime Information Statement	✓
City of NSB Form: Disputes Disclosure	✓
City of NSB Form: Drug Free Workplace Certification	✓
City of NSB Form: Sworn Statement	✓
City of NSB Form: Non-Collusion Affidavit	✓
City of NSB Form: E-Verify	✓
City of NSB Form: Human Trafficking Affidavit	✓
City of NSB Form: Conflict of Interest	✓
City of NSB Form: Organizational Information	✓
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	✓
City of NSB Form: Smoke Free Acknowledgement	✓
City of NSB Form: References	✓
City of NSB Form: List of Subcontractors	✓
City of NSB Form: Trench Safety	✓
City of NSB Form: Signed Addendums (if applicable)	✓
Copy of Sunbiz Registration with Active Status	✓
Copy of Sam's Gov Registration listing Unique Identifier Number	✓

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Gregori Construction Inc. ,

(hereinafter called Principal) and Great American Insurance Company (hereinafter called the Surety) a corporation chartered and existing under the Laws of the State of Ohio, with its principal offices in the City of Cincinnati, OH, authorized to do business in the State of Florida, in the full and just sum of Ten Percent of Amount Bid Dollars ($ 10%), good and lawful money of the United State of America, to be paid upon demand of the City of New Smyrna Beach, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of New Smyrna Beach , Florida, a bid for the construction of Repair 350LF of Seawall, and Replace 170LF of ADA Beach Access Ramp in, and for the said City, and

WHEREAS, the Principal desires to file this bond in accordance with the law, in lieu of a Certified or Cashier's Check otherwise required to accompany this Bid,

NOW, THEREFORE, the conditions of this obligation are such that if the Bid be accepted, the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof, execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 10th day of June, 20 25 .

Gregori Construction Inc.
Principal

By _____

Great American Insurance Company
Surety

By _____
Pamela M. Anderson, Attorney-In-Fact

ATTEST:

_____
Cheri Ritz, Witness

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THIRTEEN

No. 0 22586

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name			Address	Limit of Power
PAMELA M. ANDERSON	MADELINE P. LOVETT	JOSHUA RESTAURI	ALL OF	ALL
NATASHA KERR	BARBARA A. LEEPER		PITTSBURGH, PA	UNLIMITED
WENDY A. BRIGHT	ALEXANDRA MACHNIK			
PATTI K. LINDSEY	MATTHEW M. EPERESI			
WILLIAM M. CHAPMAN	NANCY L. JIRKU			
CHERI L. RITZ	GIAVONNA D. TAVELLA			

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9TH day of DECEMBER , 2024 .

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

JOHN K. WEBSTER (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 9TH day of DECEMBER , 2024 , before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 10th day of June , 2025 .

Assistant Secretary

S1029AI (10/24)

City of New Smyrna Beach

27th Avenue Boardwalk and Ramp Replacement

Project ID: ITB 05-25-CIP

AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #
Jesse J Salazar	PM/Agent	321-607-6160

Jesse J Salazar
Print Name

Jesse J Salazar, Agent/PM
Signature/Title)

Gregori Construction Inc.
Company/Business Name

Gregori Construction Inc.

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture __X__ Corporation

State of Incorporation: Pennsylvania

Federal I.D. or Social Security number is: 23-2938638

VENDOR INFORMATION

BID #:	ITB 05-25-CIP
BID TITLE:	J27th Avenue Boardwalk and Ramp Replacement

Respondent Information	
Company Name: Gregori Construction Inc.	Federal Employer Identification Number or SS Number: 23-2938638 DUN Number: 608510855
Mailing Address 3067 US Highway 1	Type of Entity (Circle One) (Corporation) Partnership Proprietorship Joint Venture
City, State, Zip Code Mims, FL 32754	Incorporated in the State of: Pennsylvania
Corporate Address: 736 Ekastown Rd	What kind of business: "For Profit" or "Not for Profit" (For Profit)
City, State, Zip Code Sarver, PA 16055	Is Firm in good standing: (Yes) or No Authorized to transact business in Florida (Yes) or No
Telephone No. 321-607-6160	State of Florida Department of State Certificate of Authority Document No: F04000001502
Email Address: jsalazar@gregori-inc.com	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print):	
President: Lance Shreffler	Vice President: Brian Curry
Secretary: Anthony Lascola	Treasurer: Peter Gregori
Other:	Other:

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

Authorized Signature

Title: PM/Agent

Jesse J salazar
Printed Name

Date: 6/9/2025

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

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: **NEW VENDOR:** _____ **REVISED VENDOR:** X

DATE: 6/9/25

VENDOR NAME: Gregori Construction Inc.

VENDOR DBA: N/A

PRODUCT/SERVICE PROVIDED: Heavy/Civil Construction

DEPARTMENT: Estimating

PREPARED BY: Mark Russell

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
3067 US Highway 1	3067 US Highway 1	3067 US Highway 1
ADDRESS	ADDRESS	ADDRESS
Mims, FL	Mims, FL	Mims, FL
CITY/STATE	CITY/STATE	CITY/STATE
32754	32754	32754
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: Jesse Salazar

E-MAIL: jsalazar@gregori-inc.com

OFFICE PHONE: 321-607-6160

FAX: _____

MOBILE PHONE: 321-747-3615

FEDERAL TAX ID#: 23-2938638

DUNS Number: 608510855

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Gregori Construction Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

736 Ekastown Road

Requester's name and address (optional)

6 City, state, and ZIP code

Sarver, PA 16055

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

2	3	-	2	9	3	8	6	3	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Andrew M. Gregori, VP Date Oct. 3, 2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

Gregori Construction Inc.
PROPOSER/BIDDER

AUTHORIZED SIGNATURE

PM/Agent
OFFICER TITLE

6/9/2025
DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

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

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Authorized Signature and Title

Date: 6/9/2025

Jesse J Salazar, PM/Agent

Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO __X___

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO __X___

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO __X___

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # ITB#05-25-CIP described as:

J27th Avenue Boardwalk and Ramp Replacement

Gregori Construction Inc.
Firm

6/9/2025
Date

PM/Agent
Authorized Signature and Title

Jesse J Salazar, PM/Agent
Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Authorized Signature Date: 6/9/2025

Jesse J Salazar, PM/Agent
Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by Jesse J Salazar, PM/Agent
(Print Individual's Name and Title)
for Gregori Construction Inc.
(Print Name of Entity Submitting Sworn Statement)
whose business is Gregeori Construction Inc.

and (if applicable) its Federal Employer Identification Number (FEIN) is 23-2938638

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_X_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Jan P. Delgatto
(Signature)

Sworn and subscribed before me this 9th day of June, 2025.

Personally known X

Tawnya R Worst
(Notary)

OR produced identification _____

Notary Public State of Florida

N/A
(Type of Identification)

My commission expires: 8/22/2027

Notary Public State of Florida
Tawnya R Worst
My Commission HH 436438
Expires 8/22/2027

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Florida

County of Brevard

Jesse J Salazar, being first duly sworn, deposes and says that:

He/she is PM/Agent of Gregori Construction Inc., Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Jesse J Salazar
Signed

PM/Agent
Title

Subscribed and sworn to before me this 9th day of June, 2025

Tawnya R Worst

Title

My Commission Expires: 8/22/2027

Notary Public State of Florida
Tawnya R Worst
My Commission HH 436438
Expires 8/22/2027

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: Gregori Construction Inc.

Consultant E-Verify Registration Number: 470058

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: _____

Print Name: Jesse J Salazar

Sworn to and subscribed before me, by (X) physical presence or ( ) remote audio-visual means, this 9th Day of June, 2025. She/He is personally known to me or has produced N/A As identification.

_____
Notary Public

My commission expires: 8/22/2027

Notary Public State of Florida
Tawnya R Worst
My Commission HH 436438
Expires 8/22/2027

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of New Smyrna Beach ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: Gregori Construction Inc.

Authorized Signature: _____ Date: 6/9/2025

Printed Name: Jesse J Salazar

Title: PM/Agent

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of June, 2025, by Jesse J Salazar, as PM/Agent on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced N/A as identification.

Signature of Notary Public
Tawnya R Worst
Name of Notary Typed, Printed or Stamped
My Commission Expires: 8/22/2027

Notary Public State of Florida
Tawnya R Worst
My Commission HH 436438
Expires 8/22/2027

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of Mims

Before me, the undersigned authority, personally appeared Jesse J Salazar

who was duly sworn, deposes, and states:

1. I am the PM/Agent of Gregori Construction Inc. with a local office in Mims, FL (City & State) and principal office in Sarver,PA (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **ITB 05-25-CIP, 27th Avenue Boardwalk and Ramp Replacement .**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

Jesse J Salazar
Typed Name

Signed

PM/Agent
Title

6/9/2025
Dated

Sworn to and subscribed before me this 9th day of June 2025.

Personally known X OR produced identification ____. Identification type:
N/A

Notary Public: State of Florida County of Brevard

Tawnya R Worst
Printed, typed, or stamped commissioned name of notary public

My commission expires: ____

Notary Public State of Florida
Tawnya R Worst
My Commission HH 436438
Expires 8/22/2027

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
[X] Corporation	[ ] Partnership	[ ] Non-Profit
[ ] Joint Venture	[ ] Sole Proprietorship	[ ] Other (Please specify)
State of Incorporation	Pennsylvania	
Principal Place of Business (Enter Address)	736 Ekastown Rd Sarver, PA 16055	
Federal I.D. Number	23-2938638	

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: Gregori Construction Inc.

Mailing Address: 3067 US Highway 1 Mims, FL 32754

Telephone Number: 321-607-6160 Fax Number: _____ E-mail Address: jsalazar@gregori-inc.com

Jesse J Salazar — 23-2938638

Authorized Signature — Printed Name — FEIN

PM/Agent — 6/9/2025

Title — Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

GREGORI
CONSTRUCTION INC

PO Box 121, 736 Ekastown Rd, Sarver, PA 16055
Ph: (724) 353-1322 / Fx: (724) 353-2486
www.gregori-inc.com

January 28, 2025

I, the undersigned Vice President of Gregori Construction Inc. (the CORPORATION), HEREBY CERTIFY that the CORPORATION is organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania as a Corporation for Profit with its principal office at 736 Ekastown Road, Sarver PA 16055. The CORPORATION is duly authorized to transact business in the Commonwealth of Pennsylvania and Florida.

I FURTHER CERTIFY that at a meeting of the Directors of the Corporation, duly called and held on January 28, 2025, at which a quorum was present and voting, or by other duly authorized corporate action in lieu of a meeting, the following resolution was adopted:

BE IT RESOLVED, this CORPORATION authorizes Jesse Salazar (Project Manager, FL Division) to execute any and all bid documents and contract documents as required for the CORPORATION's FL Division.

(Corporate Seal)

Andrew M. Gregori, Vice President

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: Gregori Construction Inc.

FEIN: 23-2938638

Authorized Representative Name and Title: Jesse J Salazar, PM/Agent

Address: 3067 US Highway 1

City: Mims State: FL Zip: 32754

Phone Number: 321-607-6160 Email Address: jsalazar@gregori-inc.com

Certified By: Jesse J Salazar PM/Agent ,
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CITY OF NEW SMYRNA BEACH
ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE

The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Jesse J Salazar — Date: 6/9/2025

Authorized Signature and Title

Jesse J Salazar, PM/Agent

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) contracts performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:		
Project Name: MATTHEWS AVE SEAWALL		
Type of Project/Service: INSTALL NEW CONCRETE SEAWALL / TIMBER ACCESS		
Address: MATTHEWS AVENUE, NEW SMYRNA BEACH, FL		
Contracting Agency/Client: VOLUSIA COUNTY		
Contact Name and Phone #: INGA FEGLEY		
Contact Email Address and Fax #: IFEGLEY@VOLUSIA.ORG		
Contract Amount: $ 455,054.00	Start Date: 01/02/2025	End Date: 04/30/2025
Project #2:		
Project Name: OCEAN QUEST SEAWALL		
Type of Project/Service: CAP - SEAWALL, DRAINAGE, SHORELINE IMPROVEMENTS		
Address: 4641 S. ATLANTIC AVE, PONCE INLET, FL		
Contracting Agency/Client: OCEAN QUEST CONDOMINIUM ASSOCIATION		
Contact Name and Phone #: CHERYL COVINO 386-760-8153		
Contact Email Address and Fax #: OCEANQUESTCONDO@GMAIL.COM		
Contract Amount: $ 1,020,370	Start Date: 08/15/2023	End Date: 06/01/2024
Project #3:		
Project Name: CLUB SEA OATS SEAWALL DAYTONA		
Type of Project/Service: CONCRETE SHEET PILE INSTALLATION, CAP, DRAINAGE		
Address: 2539 S. ATLANTIC AVE, DAYTONA BEACH SHORES, FL		
Contracting Agency/Client: OSBORNE CONSTRUCTION		
Contact Name and Phone #: PARKER OSBORNE 386-318-0530		
Contact Email Address and Fax #: PARKER@OCLINDUSTRIES		
Contract Amount: $ 155,100	Start Date: 03/10/2024	End Date: 07/15/2024

GREGORI CONSTRUCTION INC

3067 US Highway 1
Mims, FL 32754
321-607-6160

CGC 1512990 CUC 1225399

List of Subcontractors

To: City of New Smyrna Beach
RE: 27th Avenue Boardwalk and Ramp Replacement (05-25-CIP)

1. Sliger and Associates Surveyors - Port Orange, Fl
2. Hamlin Welding and Fabrication – Aluminum Railings – Melbourne, Fl
3. Precision Pavers – Daytona Beach, Fl

NOTE: This notice is being created on our own letterhead as there was no "City of NSB Form" included in this bid package.

TRENCH SAFETY STATEMENT

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the cost of compliance with the applicable trench safety standards as follows:

TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT QUANTITY	UNIT COST	EXTENDED COST
A. TRENCH SHORING	1400 SF	1400	$3,80	$5320.00
B.				
C.				
D.				
TOTAL:				

NOTE: The total cost shown herein is already included in the various items in the Total Base Bid in the CONTRACTOR's Proposal and is not additional to the pricing submitted on the Bid Form.

Bidder, by signature below, assures that the CONTRACTOR performing trench excavating will comply with the applicable Trench Safety Standards. Failure to complete the above and submit with the Bid Form along with other required bidding documents, may result in the bid being declared non-responsive.

NOTE: BEFORE EXECUTION, CONTRACTOR IS REQUESTED TO REVIEW BOTH PAGES OF THIS DOCUMENT.

Submitted, signed and sealed this 9th day of June, 2024.

CONTRACTOR Gregori Construction Inc.

By:
Name: Jesse J Salazar Title: PM/Agent

Business Address: 3067 US Highway 1 Mims, FL 32754

ATTEST: Jesse J Salazar
Signature

Seal

NOTE:

If the CONTRACTOR intends to install pipe by some other method than trenching under the definitions found in the Florida Trench Safety Act (90-96, Laws of Florida), he shall so indicate by outlining in the space provided below the method he proposes and how it will comply with the Florida Trench Safety Act and related OSHA Standards for the OWNER's evaluation.

The Cost of accomplishing the work by any alternate methods to trenching is included in the bid prices shown in the CONTRACTOR's Proposal. Outline of Alternate Method:

Submitted, signed and sealed this 9th day of June, 2025.

CONTRACTOR Gregori Construction Inc.

By:

Name: Jesse J Salazar Title: PM/Agent

Business Address: 3067 US Highway 1 Mims, FL 32754

ATTEST: _____ _____

Signature Seal

**** THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

END OF SECTION

N/A

REVISED - ADDENDUM 1
ITB 05-25-CIP, 27TH AVENUE BOARDWALK AND RAMP REPLACEMENT
June 2, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to **ITB 05-25-CIP, 27th Avenue Boardwalk and Ramp Replacement,** issued May 6, 2025.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question:** There is noticeable structural damage to the South end of the concrete cap on the bottom. Will there be any improvements included to address this?

   Answer: The contractor shall repair the damaged area at the South end of the existing concrete cap using epoxy structural grout.

2. **Question**: Could jet filters be considered an acceptable replacement for PVC pipes for drainage to prevent further erosion?

   Answer: Yes

3. **Question:** Will concrete repairs/patches be required in areas such as on the far south end of the top cap of the wall and along the north side of the pavers edge where erosion has begun under the sidewalk?

   Answer: Yes, any cracks observed on the existing cap, including those on the far south end of the top cap along the north side near the pavers' edge, shall be repaired using epoxy structural grout.

4. **Question:** Would 1x8 EvaLast Solid Eclipse composite railing cap be acceptable with PT 2x8 support underneath to maintain structural integrity?

   Answer: No, the contractor should bid on the material as designed.

5. **Question:** Are Florida State Certified Marine Contractors able to bid on this project

Answer: Contractor must have a General Contractor License to work in the State of Florida.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Jesse O. Salazar Proposer Signature: [signature]

Gregori Construction, Inc.

Firm Name (Please Print)



Detail by Entity Name

Foreign Profit Corporation
GREGORI CONSTRUCTION INC.

Filing Information

Document Number	F04000001502
FEI/EIN Number	23-2938638
Date Filed	03/09/2004
State	PA
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	07/08/2013
Event Effective Date	NONE

Principal Address

736 EKASTOWN ROAD
SARVER, PA 16055

Mailing Address

3067 US HWY 1
Mims, FL 32754

Changed: 01/19/2023

Registered Agent Name & Address

Gregori, Andrew M
5279 Wexford Drive
Rockledge, FL 32955

Name Changed: 02/15/2018

Address Changed: 02/15/2018

Officer/Director Detail

Name & Address

Title President

Shreffler, Lance
736 EKASTOWN ROAD
SARVER, PA 16055

Title SEC

LASCOLA, ANTHONY J
828 Pennsylvania Ave
OAKMONT, PA 15139

Title VP

GREGORI, ANDREW M
5279 Wexford Drive
Rockledge, FL 32955

Title TR

GREGORI, Peter
736 EKASTOWN ROAD
SARVER, PA 16055

Title Administrative Assistant

Worst, Tawnya
3067 US HWY 1
Mims, FL 32754

Annual Reports

Report Year	Filed Date
2024	01/24/2024
2024	04/15/2024
2025	01/16/2025

Document Images

01/16/2025 -- ANNUAL REPORT	View image in PDF format
04/15/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
01/24/2024 -- ANNUAL REPORT	View image in PDF format
01/19/2023 -- ANNUAL REPORT	View image in PDF format
02/09/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
01/19/2022 -- ANNUAL REPORT	View image in PDF format
01/19/2021 -- ANNUAL REPORT	View image in PDF format
09/11/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
01/15/2020 -- ANNUAL REPORT	View image in PDF format
01/15/2019 -- ANNUAL REPORT	View image in PDF format
12/04/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
02/15/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
01/17/2018 -- ANNUAL REPORT	View image in PDF format
01/11/2017 -- ANNUAL REPORT	View image in PDF format
03/01/2016 -- ANNUAL REPORT	View image in PDF format
01/12/2015 -- ANNUAL REPORT	View image in PDF format
01/07/2014 -- ANNUAL REPORT	View image in PDF format

07/08/2013 -- Name Change	View image in PDF format
01/28/2013 -- ANNUAL REPORT	View image in PDF format
01/06/2012 -- ANNUAL REPORT	View image in PDF format
02/09/2011 -- ANNUAL REPORT	View image in PDF format
01/12/2010 -- ANNUAL REPORT	View image in PDF format
03/23/2009 -- ANNUAL REPORT	View image in PDF format
01/14/2008 -- ANNUAL REPORT	View image in PDF format
04/13/2007 -- ANNUAL REPORT	View image in PDF format
01/27/2006 -- ANNUAL REPORT	View image in PDF format
07/10/2005 -- ANNUAL REPORT	View image in PDF format
03/09/2004 -- Foreign Profit	View image in PDF format

SAM.GOV

GREGORI CONSTRUCTION INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
C4B1LPJE5KH5	**1BMV9**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Apr 7, 2026**	
Physical Address	Mailing Address	
736 Ekastown RD **Sarver, Pennsylvania 16055-9724** **United States**	**PO Box 121** **736 Ekastown Road** **Sarver, Pennsylvania 16055-9724** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Pennsylvania 16	**Pennsylvania / United States**	**www.gregori-inc.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Apr 8, 2025	**Apr 7, 2025**	**Mar 11, 2002**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jan 5, 1989	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

Yes

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

No

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types: Core

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Subchapter S Corporation**

Profit Structure
For Profit Organization

Socio-Economic Types

Self Certified Small Disadvantaged Business

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**1BMV9**

Electronic Funds Transfer

Account Type	Routing Number	Lock Box Number
Checking	*********40**	**0658616725**

Financial Institution	Account Number
KEYBANK NATIONAL ASSOCIATION	*********25**

Automated Clearing House

Phone (U.S.)	Email	Phone (non-U.S.)
4128072783	**(blank)**	**(blank)**

Fax
(blank)

Remittance Address

GREGORI CONSTRUCTION INC.
PO Box 121
736 Ekastown Road
Sarver, Pennsylvania 16055
United States

Taxpayer Information

EIN	Type of Tax	Taxpayer Name
*******8638**	**Applicable Federal Tax**	**GREGORI CONSTRUCTION INC**

Tax Year (Most Recent Tax Year)	Name/Title of Individual Executing Consent	TIN Consent Date
2022	**Vice President**	**Apr 7, 2025**

Address	Signature
PO Box 121 **Sarver, Pennsylvania 16055**	**Anthony J Lascola**

Points of Contact

Accounts Receivable POC

Ryan Morrison, Mr.
rmorrison@gregori-inc.com
7243531322

Electronic Business

Ryan Morrison, Mr.
rmorrison@gregori-inc.com
7243531322

PO Box 121
Sarver, Pennsylvania 16055
United States

Anthony Lascola
alascola@gregori-inc.com
7243531322

736 Ekastown Road
Sarver, Pennsylvania 16055
United States

Government Business

Andrew M. Gregori
agregori@gregori-inc.com
7243531322

PO Box 121
736 Ekastown Road
Sarver, Pennsylvania 16055
United States

Andrew M. Gregori
agregori@gregori-inc.com
7243531322

736 Ekastown Road
Sarver, Pennsylvania 16055
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**237310**	**Highway, Street, And Bridge Construction**

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
$43,263,408.00	**110**

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
(blank)	**(blank)**

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	**(blank)**	**(blank)**

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	**(blank)**

States	Counties	Metropolitan Statistical Areas
Any	**(blank)**	**(blank)**

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GREGORI, ANDREW M

GREGORI CONSTRUCTION INC
3067 US HIGHWAY 1
MIMS FL 32754

LICENSE NUMBER: CGC1512990

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/26/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

6889

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GREGORI, ANDREW M

GREGORI CONSTRUCTION INC
3067 US HIGHWAY 1
MIMS FL 32754

LICENSE NUMBER: CUC1224399

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/26/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Gregori Construction Inc. ,

(hereinafter called Principal) and Great American Insurance Company (hereinafter called the Surety) a corporation chartered and existing under the Laws of the State of Ohio, with its principal offices in the City of Cincinnati, OH, authorized to do business in the State of Florida, in the full and just sum of Ten Percent of Amount Bid Dollars ($ 10%), good and lawful money of the United State of America, to be paid upon demand of the City of New Smyrna Beach, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of New Smyrna Beach , Florida, a bid for the construction of Repair 350LF of Seawall, and Replace 170LF of ADA Beach Access Ramp in, and for the said City, and

WHEREAS, the Principal desires to file this bond in accordance with the law, in lieu of a Certified or Cashier's Check otherwise required to accompany this Bid,

NOW, THEREFORE, the conditions of this obligation are such that if the Bid be accepted, the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof, execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 10th day of June, 20 25 .

Gregori Construction Inc.
Principal

By _____

Great American Insurance Company
Surety

By Pamela M Anderson
Pamela M. Anderson, Attorney-In-Fact

ATTEST:

Cheri Ritz, Witness

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THIRTEEN

No. 0 22586

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name			Address	Limit of Power
PAMELA M. ANDERSON	MADELINE P. LOVETT	JOSHUA RESTAURI	ALL OF	ALL
NATASHA KERR	BARBARA A. LEEPER		PITTSBURGH, PA	UNLIMITED
WENDY A. BRIGHT	ALEXANDRA MACHNIK			
PATTI K. LINDSEY	MATTHEW M. EPERESI			
WILLIAM M. CHAPMAN	NANCY L. JIRKU			
CHERI L. RITZ	GIAVONNA D. TAVELLA			

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9TH day of DECEMBER , 2024 .

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

JOHN K. WEBSTER (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 9TH day of DECEMBER , 2024 , before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 10th day of June , 2025 .

Assistant Secretary

S1029AI (10/24)



Detail by Entity Name

Foreign Profit Corporation
GREGORI CONSTRUCTION INC.

Filing Information

Document Number	F04000001502
FEI/EIN Number	23-2938638
Date Filed	03/09/2004
State	PA
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	07/08/2013
Event Effective Date	NONE

Principal Address

736 EKASTOWN ROAD
SARVER, PA 16055

Mailing Address

3067 US HWY 1
Mims, FL 32754

Changed: 01/19/2023

Registered Agent Name & Address

Gregori, Andrew M
5279 Wexford Drive
Rockledge, FL 32955

Name Changed: 02/15/2018

Address Changed: 02/15/2018

Officer/Director Detail

Name & Address

Title President

Shreffler, Lance
736 EKASTOWN ROAD
SARVER, PA 16055

Title SEC

LASCOLA, ANTHONY J
828 Pennsylvania Ave
OAKMONT, PA 15139

Title VP

GREGORI, ANDREW M
5279 Wexford Drive
Rockledge, FL 32955

Title TR

GREGORI, Peter
736 EKASTOWN ROAD
SARVER, PA 16055

Title Administrative Assistant

Worst, Tawnya
3067 US HWY 1
Mims, FL 32754

Annual Reports

Report Year	Filed Date
2024	01/24/2024
2024	04/15/2024
2025	01/16/2025

Document Images

01/16/2025 -- ANNUAL REPORT	View image in PDF format
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01/19/2023 -- ANNUAL REPORT	View image in PDF format
02/09/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
01/19/2022 -- ANNUAL REPORT	View image in PDF format
01/19/2021 -- ANNUAL REPORT	View image in PDF format
09/11/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
01/15/2020 -- ANNUAL REPORT	View image in PDF format
01/15/2019 -- ANNUAL REPORT	View image in PDF format
12/04/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
02/15/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
01/17/2018 -- ANNUAL REPORT	View image in PDF format
01/11/2017 -- ANNUAL REPORT	View image in PDF format
03/01/2016 -- ANNUAL REPORT	View image in PDF format
01/12/2015 -- ANNUAL REPORT	View image in PDF format
01/07/2014 -- ANNUAL REPORT	View image in PDF format

07/08/2013 -- Name Change	View image in PDF format
01/28/2013 -- ANNUAL REPORT	View image in PDF format
01/06/2012 -- ANNUAL REPORT	View image in PDF format
02/09/2011 -- ANNUAL REPORT	View image in PDF format
01/12/2010 -- ANNUAL REPORT	View image in PDF format
03/23/2009 -- ANNUAL REPORT	View image in PDF format
01/14/2008 -- ANNUAL REPORT	View image in PDF format
04/13/2007 -- ANNUAL REPORT	View image in PDF format
01/27/2006 -- ANNUAL REPORT	View image in PDF format
07/10/2005 -- ANNUAL REPORT	View image in PDF format
03/09/2004 -- Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GREGORI, ANDREW M

GREGORI CONSTRUCTION INC
3067 US HIGHWAY 1
MIMS FL 32754

LICENSE NUMBER: CGC1512990

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/26/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GREGORI, ANDREW M

GREGORI CONSTRUCTION INC
3067 US HIGHWAY 1
MIMS FL 32754

LICENSE NUMBER: CUC1224399

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/26/2024

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CONSTRUCTION CONTRACT

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

This Agreement, dated this 26 day of June, 2025, by and between the **CITY OF NEW SMYRNA BEACH**, hereinafter called the **OWNER**, and **Gregori Construction Inc**. (a corporation organized and existing under the laws of the State of Florida and hereinafter called the **CONTRACTOR,** is awarded as a result of solicitation ITB 05-25-CIP, 27th Avenue Boardwalk and Ramp Replacement.

WITNESSETH: The Owner and the Contractor, for the consideration stated herein, agree as follows:

ARTICLE I: Scope of Work

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to complete the construction of and all appurtenant work thereto, described in the following document, hereby fully incorporated into this Contract:

ITB 05-25-CIP, 27th Avenue Boardwalk and Ramp Replacement
City of New Smyrna Beach, Florida

All work shall be in strict compliance with the drawings and specifications, including any and all Addenda, and together with all Contract Documents hereinafter enumerated and made a part thereof.

It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished and said work performed and completed subject to the approval of the Owner.

ARTICLE II: Contract Price

The Owner shall pay the Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

$590,530

Spelled out: Five Hundred Ninety Thousand Five Hundred Thirty Dollars and Zero Cents

Payment will be made in accordance to the awarded bid proposal and the above negotiated agreed upon Contract Price. Change orders, including additions and deductions, must be approved in writing by the Owner. Any change, where the Contractor has materially deviated from the proposed design shall be borne by the Contractor unless such deviation is agreed to in writing by Owner.

ARTICLE III: Contract Time

The Contractor agrees to commence work within **Ten (10) CALENDAR DAYS** after the date of the Notice to Proceed letter and shall achieve Substantial Completion within **One Hundred Fifty**

(150) consecutive calendar days thereafter. The Contractor shall have an additional thirty (30) consecutive calendar days from the date of Substantial Completion to achieve Final Completion.

ARTICLE IV: Inspection by Contractor

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with same; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all the proposed work and for having satisfied himself as to the character of the route, the location, surface and under-ground obstructions and nature thereof, the nature of the groundwater conditions and other physical characteristics of the work and work area in order that he may include in the prices which he has bid and the prices of the Contract, all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the Contract prices herein agreed upon, and that this Contract price is based upon these inspections and examination.

ARTICLE V: Liquidated Damages

If the work is not completed within the time specified in Article III of this Contract, the Contractor shall pay the Owner, as liquidated damages, the sum of **TWO HUNDRED FIFTY DOLLARS ($250)** for each consecutive calendar day thereafter until the work is completed, and as outlined in the Supplemental General Conditions.

ARTICLE VI: Right to Require Performance

The failure of the City at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same or be considered a waiver of such provision, nor shall a waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ARTICLE VII: Component Parts of the Contract

This Contract consists of the following Contract Documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

- City Advertised Bid with Addendums, Construction Specifications, and Drawings
- Awarded Bid Proposal
- Bid Bond

The Contractor must provide the following documents within fourteen (14) days upon acceptance of the bid by City Commission. All of which are familiar to the Contractor and are component parts of the contract.

- Certificate of Insurance
- Performance/Payment Bond

Upon completion of the project, the Contractor shall provide the Owner with the Warranty of Title.

ARTICLE VIII: Severability

Should any term, covenant, condition, provision or sentence or part thereof of this Contract,

including all Contract Documents which comprise the entire agreement, be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms and provisions shall nevertheless remain in full force and effect.

ARTICLE IX: Force Majeure

No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God
b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)
c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest
d) Government order or law
e) Actions, embargoes or blockades in effect on or after the date of this Agreement
f) Action by any governmental authority
g) National or regional emergency
h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and
i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement

ARTICLE X: Human Trafficking

This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit.

ARTICLE XI: Construction

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

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

Attest	**Vendor Name**
	Gregori Construction, Inc.
Authorized Signature	*Authorized Signature*
Print Name and Title Andrew Gregori, VP	*Print Name and Title* Jesse J. Salazar, Agent
Address 3067 US 1, Mims, FL 32754	*Address* 3067 US 1, Mims, FL 32754
City, State, Zip	*City, State, Zip*
06/26/2025	06/26/2025
Date	*Date*

ATTEST	**CITY OF NEW SMYRNA BEACH**
Sharon Taylor-Harding, Interim City Clerk	Fred E. Cleveland, Mayor
	Date: _____

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

_____
Carrie Avallone, City Attorney

Date: _____

Approved by the City Commission of the City of New Smyrna Beach at a meeting held on this ___ day of _____, 2025 under Agenda Item No._____.

DRAFT

Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS

June 20, 2025

Jesse Kobe
Director of CIP
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

RE: Letter of Recommendation of Lowest Bidders for 27th Avenue Beachside Park Repairs

Dear Mr. Kobe,

Based on your request, Dredging & Marine Consultants, LLC (DMC) offer the following opinion of the two lowest bidders; Paul Culver Construction Inc. and Gregori Construction Inc., for the above referenced construction project. This opinion is based on our experiences in working with both contractors on governments construction projects in the past and currently where DMC has facilitated Construction Administrative services. It is our opinion that of the two contractors, Gregori Construction offers more favorable services as follows:

- Have self-performed majority of the work on construction projects and thus minimize or eliminate potential for errors in work conducted, especially if any changes are made during construction. This also helps maintains the project on schedule.
- Provides adequate and consistent staff during construction. In particular they have a Superintendent on site at all times during work, even if a subcontractor is performing the task work. This is a very important safety consideration at all times during construction.
- Provide timely on shop drawings of materials prior to work being initiated and provide timely construction documents during and upon completion of tasks for construction verification and certification.
- Provide advanced notifications and communications, if any delays may be encountered and tend to have adequate man-power to complete tasks and projects in a timely manner.
- Facilitate timely, punch-list completion, as-builts and close-out documents.

Based on these comparative observations and experiences, Gregori Construction tends to provide a timely and efficient project outcome. Therefore, DMC recommends Gregori Construction as the preferred contractor for the above referenced project. Should you require additional information, please contact us. Thank you for this opportunity to be of service to the City of New Smyrna Beach and we look forward to the successful completion of the subject Project based on the City's final decision.

Respectfully,
Dredging & Marine Consultants, LLC

Shailesh K. Patel, M.Sc., CPSSc.
Senior Project Manager

4643 S. Clyde Morris Blvd., Unit 302 • Port Orange, FL 32129 • Phone: 386-304-6505 • Fax: 386-304-6506
spatel@dmces.com • www.dmces.com

THE CITY OF NEW SMYRNA BEACH - POLICE DEPARTMENT

CONSIDER THE APPROVAL OF SUBMISSION OF AN APPLICATION FOR THE STATE HOMELAND SECURITY GRANT FOR THE PROCUREMENT OF HARDENED BARRIERS THAT CAN BE DEPLOYED TO IMPEDE HOSTILE VEHICLES DURING NSB CITY EVENTS OR CLOSE ROADS DUE TO DISASTERS OR EMERGENCIES. ALSO, CONSIDER THE APPROVAL OF SUBSEQUENTLY UTILIZING THE GRANT FUNDS IF AWARDED.

July 8, 2025

Background:

Since the New Orleans truck attack, there has been a heightened awareness and increased urgency to implement hardened barriers at access points to NSB special events. NSB Public Works has a handful of water-filled barriers that are deployed, but this is time-consuming and costly, and there are inadequate barriers to harden all access points to the streets where the events occur. The gaps are currently filled by NSBPD officers and/or their vehicles. With the officers and their vehicles tied up protecting access points, this leaves the city vulnerable to other incidents during events, and potentially risks officer's and citizen's lives.

Findings:

The Director of NSB Public Works has sourced a Drop and Stop Vehicle Mitigation Solution from the MERIDIAN Rapid Defense Group. Customers of MERIDIAN® are immune from liability for the use of MERIDIAN® DESIGNATED and CERTIFIED products and technology, as authorized by DHS on behalf of the US Government. DHS has backed up this message by also specifically authorizing the display of the official marks for DESIGNATION and CERTIFICATIONS under The SAFETY Act. Several Vehicle Safety Mitigation Plans were provided by Meridian Rapid Defense Group covering Canal, Flagler, and Farmers Market events. The Canal Street Vehicle Safety Mitigation Plan (VSMP), cost $1.6M, consisting of 10 trailer kits and various ancillary items would provide a sufficient quantity of hardened barriers to secure all street access points for all NSB City events (except the annual parade, which would require additional water barrier and NSBPD deployment to cover all access points).

Fiscal Analysis:

This State Homeland Security Grant FY26 is a cost reimbursement agreement which, depending on the amount awarded may cover up to 100% of the cost of 3 trailer kits of vehicle barriers (for Region 5) totaling $347,385.54. The Meridian Rapid Defense Group is a sole source vendor as they are the only company that offers a solution that is backed

by the DHS under the Safety Act. Public Works submitted a capital request (302) to cover the cost of a fully hardened NSB street event solution for $1.6M in the FY26 budget but this was removed prior to submission of the FY26 budget to Commission in the hopes of finding grant funding opportunities. This grant if awarded will cover 3 of the 10 trailer kits required to harden all NSB public event street access points. Future additional funding would be required from the city and/or further grants in order to procure sufficient barriers to fully harden city events.

Strategic Plan Item:
No

Staff Report Created By: Julia Halloran - Administrative Services Manager

Attachments:

VSMP for New Smyrna Beach FL Canal Street parade 2025.pdf
SAFETY Act Certification.pdf
Meridian Trailer Kit 1000 Technical Specifications.pdf
Product Features.pdf
FY2026_CI-ED_New_Smyrna_Beach_Vehicle_Barriers_Cost_Breakdown.pdf
FY2026_CI-ED_New_Smyrna_Beach_Vehicle_B...-Screening_Form_-_signed.pdf



MERIDIAN
RAPID DEFENSE GROUP

VEHICLE SAFETY MITIGATION PLAN

Event Details

Event Name:	New Smyrna Beach Canal Street Parade 2025
Event Date:	May 2, 2025
Event Type:	Parade
Contact Name:	David Ray
Location:	New Smyrna Beach, FL, USA
Notes:	

Guidance on utilizing the Meridian VSMP

Orientation:

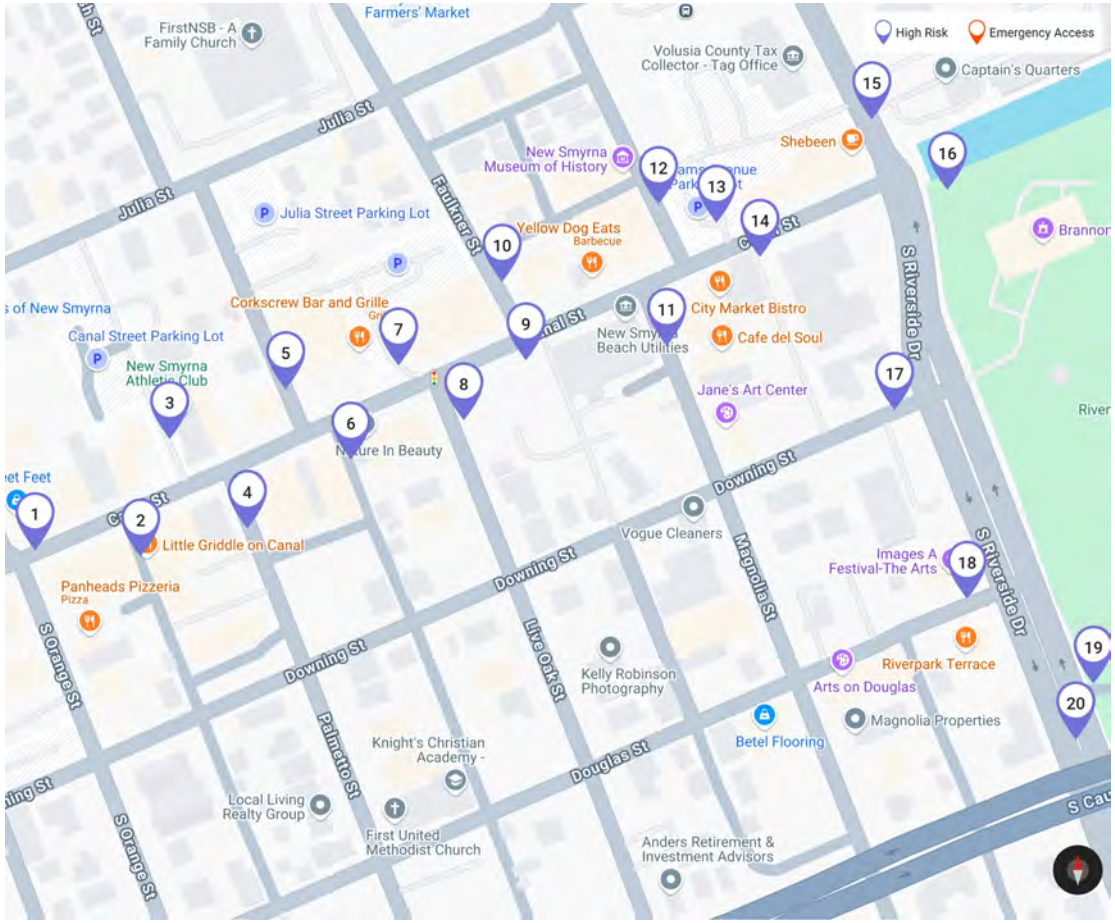
Each deployment location is visualized as an aerial view represented in a compass north  orientation followed by a ground-level view represented from the perspective of on-coming traffic (unless otherwise noted). Barriers and beam gates will be deployed with the ramp facing in the direction of the potential threat. Barrier placement is specifically designed to account for stopping distance as well as to take advantage of adjacent physical structures which will further support effective mitigation.

Please Note:

This Assessment utilizes satellite imagery and street views provided by a third-Party and represents Meridian`s estimate based upon incomplete knowledge and a lack of familiarity with the proposed closure locations. Meridian recommends an on-site examination by a Company Representative in order to provide a certified hostile vehicle mitigation plan and solutions. The Assessment reflects the planned closures at the time of publishing and may be superseded by updated plans. Please ensure that updates are disseminated to the appropriate stakeholders. This vehicle mitigation plan is created for internal use only by Meridian and its customers. Plans may not be distributed to outside agencies without permission.

New Smyrna Beach MERIDIAN map

Emergency Access High Risk



1 Canal St

Canal Street east of Orange Street





Distance:

- Distance: 66.74 ft.

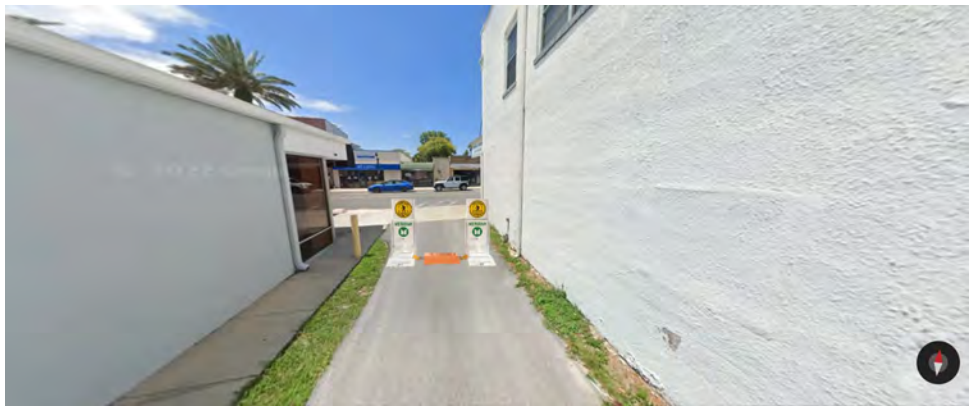
Equipment:

- (10) 4' Arrestor Cable
- (10) ADA Ramp
- (11) Archer 1200 Barrier

2 Canal St

412 Canal Street alley south of Canal Street





Distance:

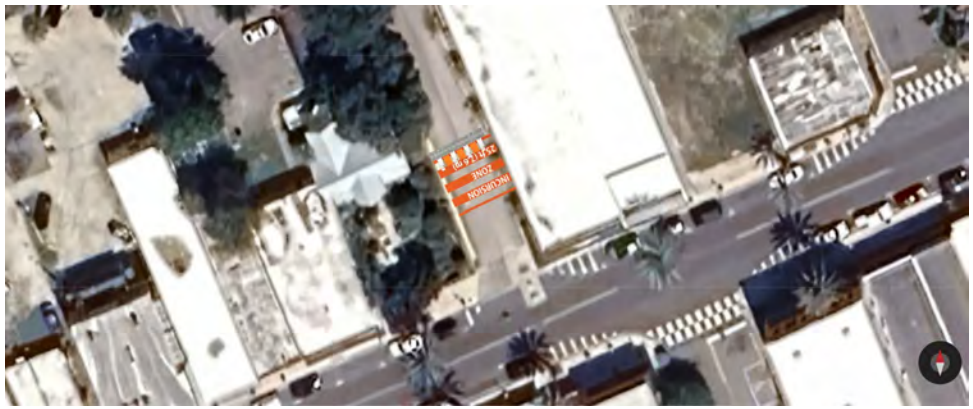
- Distance: 12.09 ft.

Equipment:

- (1) 4' Arrestor Cable
- (1) ADA Ramp
- (2) Archer 1200 Barrier

3 Canal St

Canal Street Parking Lot entrance north of Canal Street





Distance:

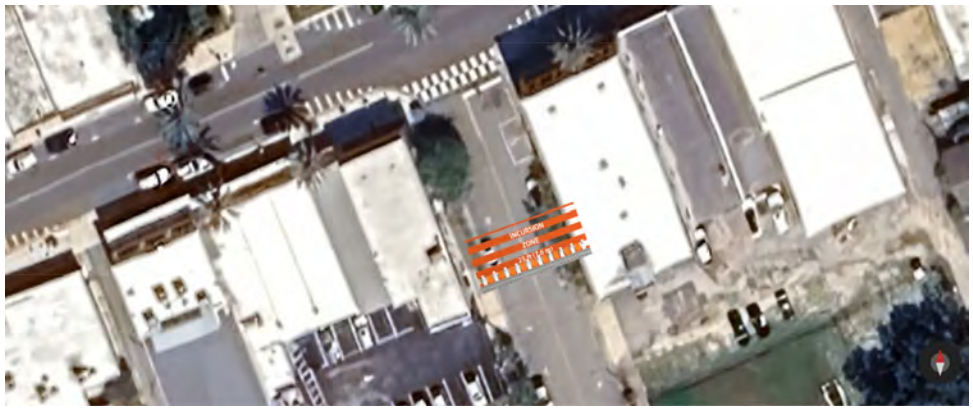
- Distance: 24.38 ft.

Equipment:

- (3) 4' Arrestor Cable
- (3) ADA Ramp
- (4) Archer 1200 Barrier

4 Palmetto St

Palmetto Street south of Canal Street





Distance:

- Distance: 60.97 ft.

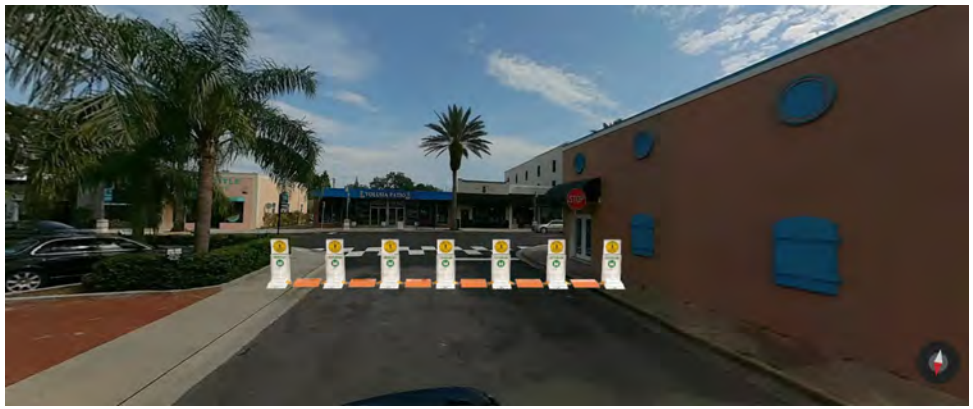
Equipment:

- (9) 4' Arrestor Cable
- (9) ADA Ramp
- (10) Archer 1200 Barrier

5 Rush St

Rush Street north of Canal Street





Distance:

- Distance: 40.43 ft.

Equipment:

- (6) 4' Arrestor Cable
- (6) ADA Ramp
- (7) Archer 1200 Barrier

6 Canal St

320 Canal Street alley south of Canal Street





Distance:

- Distance: 11.83 ft.

Equipment:

- (1) 4' Arrestor Cable
- (1) ADA Ramp
- (2) Archer 1200 Barrier

7 Canal St

235 Canal Street parking lot north of Canal Street





Distance:

- Distance: 24.58 ft.

Equipment:

- (3) 4' Arrestor Cable
- (3) ADA Ramp
- (4) Archer 1200 Barrier

7 Canal St

235 Canal Street parking lot north of Canal Street

Notes & Photos: Barriers will be installed facing opposite direction from street view image to mitigate southbound traffic.

8 Live Oaks St

Live Oak Street south of Canal Street





Distance:

- Distance: 54.61 ft.

Equipment:

- (8) 4' Arrestor Cable
- (8) ADA Ramp
- (9) Archer 1200 Barrier

9 Faulkner St

200 Canal Street parking lot entrance south of Canal Street





Distance:

- Distance: 24.66 ft.

Equipment:

- (3) 4' Arrestor Cable
- (3) ADA Ramp
- (4) Archer 1200 Barrier

9 Faulkner St

200 Canal Street parking lot entrance south of Canal Street

Notes & Photos: Barriers will be installed facing opposite direction from street view image to mitigate northbound traffic.

10 Faulkner St

Faulkner Street north of Canal Street





Distance:

- Distance: 36.85 ft.

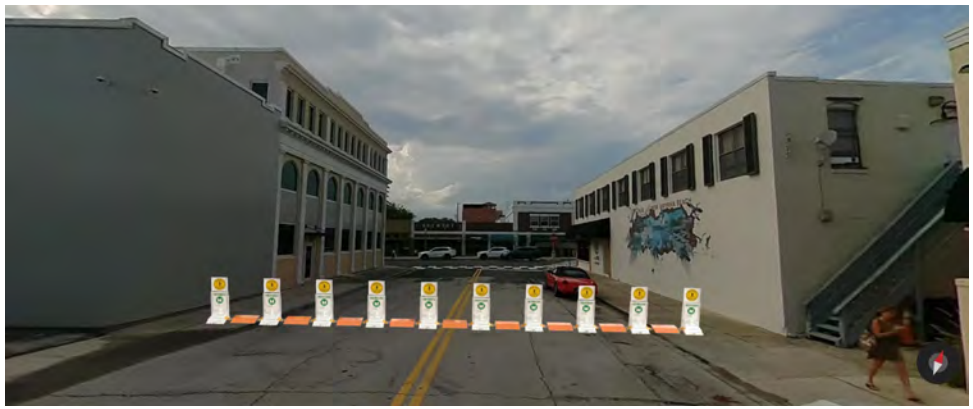
Equipment:

- (5) 4' Arrestor Cable
- (5) ADA Ramp
- (6) Archer 1200 Barrier

11 Magnolia St

Magnolia Street south of Canal Street





Distance:

- Distance: 60.23 ft.

Equipment:

- (9) 4' Arrestor Cable
- (9) ADA Ramp
- (10) Archer 1200 Barrier

12 Sams Ave

Sams Avenue north of Canal Street





Distance:

- Distance: 42.17 ft.

Equipment:

- (6) 4' Arrestor Cable
- (6) ADA Ramp
- (7) Archer 1200 Barrier

13 Canal St

Sams Avenue Parking Lot entrance north of Canal Street





Distance:

- Distance: 33.67 ft.

Equipment:

- (5) 4' Arrestor Cable
- (5) ADA Ramp
- (6) Archer 1200 Barrier

13 Canal St

Sams Avenue Parking Lot entrance north of Canal Street

Notes & Photos: Barriers will be installed facing opposite direction from street view image to mitigate southbound traffic.

14 Canal St

116 Canal Street parking lot south of Canal Street





Distance:

- Distance: 12.19 ft.

Equipment:

- (1) 4' Arrestor Cable
- (1) ADA Ramp
- (2) Archer 1200 Barrier

14 Canal St

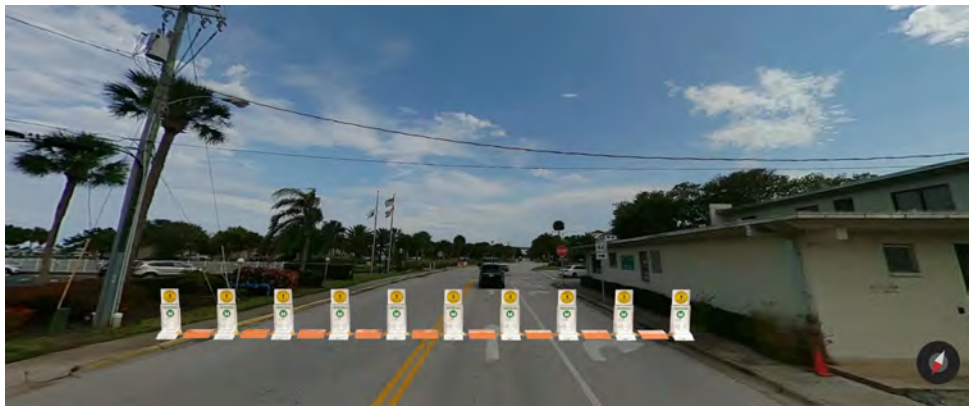
116 Canal Street parking lot south of Canal Street

Notes & Photos: Barriers will be installed facing opposite direction from street view image to mitigate northbound traffic.

15 N Riverside Dr

N Riverside Drive north of Canal Street





Distance:

- Distance: 60.47 ft.

Equipment:

- (9) 4' Arrestor Cable
- (9) ADA Ramp
- (10) Archer 1200 Barrier

16 N Riverside Dr

Brannon Center walkway east of S Riverside Drive





Distance:

- Distance: 11.57 ft.

Equipment:

- (1) 4' Arrestor Cable
- (1) ADA Ramp
- (2) Archer 1200 Barrier

16 N Riverside Dr

Brannon Center walkway east of S Riverside Drive

Notes & Photos: Barriers will be installed facing opposite direction from street view image to mitigate westbound traffic.

17 Downing St

Downing Street west of S Riverside Drive





Distance:

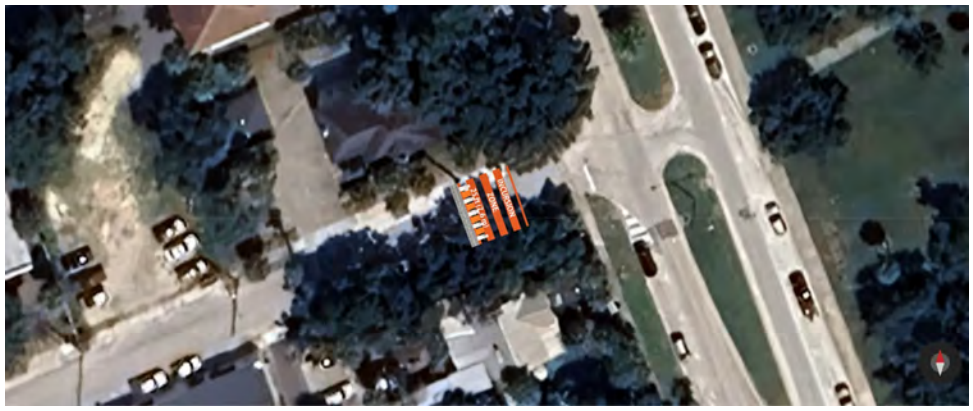
- Distance: 36.23 ft.

Equipment:

- (5) 4' Arrestor Cable
- (5) ADA Ramp
- (6) Archer 1200 Barrier

18 Douglas St

Douglas Street west of S Riverside Drive





Distance:

- Distance: 27.39 ft.

Equipment:

- (4) 4' Arrestor Cable
- (4) ADA Ramp
- (5) Archer 1200 Barrier

19 S Riverside Dr

New Smyrna Beach Fishing Place driveway east of S Riverside Drive





Distance:

- Distance: 16.75 ft.

Equipment:

- (2) 4' Arrestor Cable
- (2) ADA Ramp
- (3) Archer 1200 Barrier

20 S Riverside Dr

S Riverside Drive north of S Causeway





Distance:

- Distance: 60.54 ft.

Equipment:

- (9) 4' Arrestor Cable
- (9) ADA Ramp
- (10) Archer 1200 Barrier

Build of Equipment

Location	4' Arrestor Cable (Meridian provided | Total)	ADA Ramp (Meridian provided | Total)	Archer 1200 Barrier (Meridian provided | Total)
1. Canal St	10 | 10	10 | 10	11 | 11
2. Canal St	1 | 1	1 | 1	2 | 2
3. Canal St	3 | 3	3 | 3	4 | 4
4. Palmetto St	9 | 9	9 | 9	10 | 10
5. Rush St	6 | 6	6 | 6	7 | 7
6. Canal St	1 | 1	1 | 1	2 | 2
7. Canal St	3 | 3	3 | 3	4 | 4
8. Live Oaks St	8 | 8	8 | 8	9 | 9
9. Faulkner St	3 | 3	3 | 3	4 | 4
10. Faulkner St	5 | 5	5 | 5	6 | 6
11. Magnolia St	9 | 9	9 | 9	10 | 10

Location	4' Arrestor Cable (Meridian provided | Total)	ADA Ramp (Meridian provided | Total)	Archer 1200 Barrier (Meridian provided | Total)
12. Sams Ave	6 | 6	6 | 6	7 | 7
13. Canal St	5 | 5	5 | 5	6 | 6
14. Canal St	1 | 1	1 | 1	2 | 2
15. N Riverside Dr	9 | 9	9 | 9	10 | 10
16. N Riverside Dr	1 | 1	1 | 1	2 | 2
17. Downing St	5 | 5	5 | 5	6 | 6
18. Douglas St	4 | 4	4 | 4	5 | 5
19. S Riverside Dr	2 | 2	2 | 2	3 | 3
20. S Riverside Dr	9 | 9	9 | 9	10 | 10
Total	**100 | 100**	**100 | 100**	**120 | 120**

MERIDIAN®'s SAFETY Act Designations

Awards by the U.S. Department of Homeland Security:

The SAFETY Act
DESIGNATION as QUALIFIED ANTI-TERRORISM TECHNOLOGY (QATT)
CERTIFICATION for APPROVED PRODUCTS LIST FOR U.S. DEPARTMENT OF HOMELAND SECURITY

MERIDIAN® Rapid Defense Group has been awarded the highest official recognitions, accreditations and approvals by the U.S. Department of Homeland Security (DHS) pursuant to The SAFETY Act.

The SAFETY Act creates a liability management system for providers of approved anti-terrorism technologies and products. The SAFETY Act protects MERIDIAN®, its customers, and users of its products from liabilities for claims arising out of an act of terrorism. In the almost twenty-year history of The SAFETY Act, only about 1000 companies have been granted these invaluable protections backed up the U.S. Government.

PRODUCTS

The MERIDIAN® products and technology covered by these elite awards are **the Archer® 1200 Barrier, Archer® Field Tow Bar**, and **Archer® Hauler.** These products and technology form the core of MERIDIAN®'s anti-terrorist vehicle protections and solutions. Use of these Best-in-Industry MERIDIAN® products affords the customer or user the extraordinary SAFETY Act protections from liabilities resulting from acts of terrorism.

CUSTOMERS

The protections awarded to MERIDIAN® under The SAFETY Act extend to and flow down to all MERIDIAN® customers, suppliers, vendors, users and others in its supply chain from third party claims related to any act of terrorism as determined by DHS. These protections by the U.S. Federal Government are extended to both U.S. and international customers. They also cover acts of terrorism that occur or originate within or outside of the U.S.

COVERAGE

The protections are truly extraordinary in substance and process. Customers of MERIDIAN® are immune from liability for the use of MERIDIAN® DESIGNATED and CERTIFIED products and technology. MERIDIAN®'s liability is strictly limited to its approved insurance coverage. All claims arising from a terrorist act in any way allegedly involving or impacting MERIDIAN® and its products may only be brought in U.S. Federal Courts. All claims for punitive damages and noneconomic damages are barred.

What this means is that MERIDIAN® will not be destroyed by either the amount of claims or the costs of defending against such claims. MERIDIAN® cannot be forced into faraway courts in another country. MERIDIAN® will be there to service and provide to its customers before and after any act of terrorism. And MERIDIAN®'s customers will also be protected from liability in U.S. Federal Courts with these protections backed up by the obligations of the U.S. Government as established in the formal laws of the U.S. under The SAFETY Act.

MERIDIAN® has been specifically authorized by DHS on behalf of the U.S. Government to inform you—the customers, clients, subcontractors, vendors, and users of MERIDIAN®'s Qualified Anti-Terrorism Technology—that you are immune from liability and claims of liability arising from acts of terrorism. DHS has backed up this message by also specifically authorizing our display of the official marks for DESIGNATION and CERTIFICATIONS under The SAFETY Act as set forth above.

Meridian Archer Trailer Kit 1000



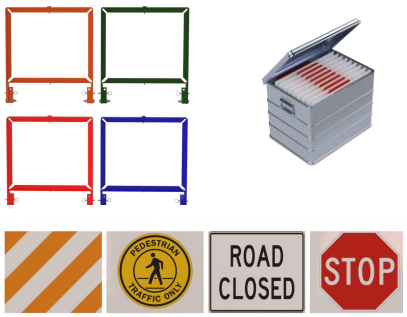
Meridian Archer Trailer Kit 1000

- 8- Archer 1200 Barriers
- 1-Archer Hauler 2.0
- 2- Archer Field Tow Bars
- 7- 4ft. Archer Arrestor Cables
- 1- Archer Rapid Gate Kit
- 1- Archer Wayfinding Package
- 7- ADA 3-Channel Cable Covers
- 1-Archer Hauler Mount
- 2-ADA Cover Compartments
- Beam Gate Beam Cradles

NEW Rapid Gate Kit



NEW Wayfinding Package



NEW Hauler Mount



NEW ADA Cover Compartments



NEW Beam Gate Beam Cradles



Additional Upgrades

- Upgraded solar panel charger
- Upgraded deck bearings
- Higher rated tires

CERTIFIED SAFETY ACT — ASTM — MERIDIAN RAPID DEFENSE GROUP — PAS 68 BSI IMPACT TESTED — IWA 14 IMPACT TESTED

Meridian Archer Trailer Kit 1000 Components

8- Archer 1200 Barrier



1- Archer Hauler 2.0



2- Archer Field Tow Bar



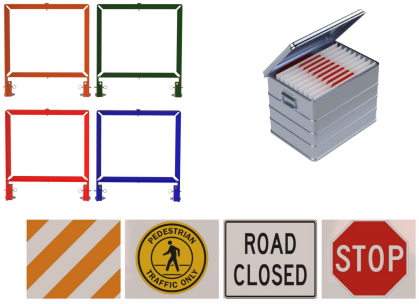
7- 4ft. Archer Arrestor Cable



1- Archer Rapid Gate Kit



1- Archer Wayfinding Package



7- ADA 3-Channel Cable



1- Archer Hauler



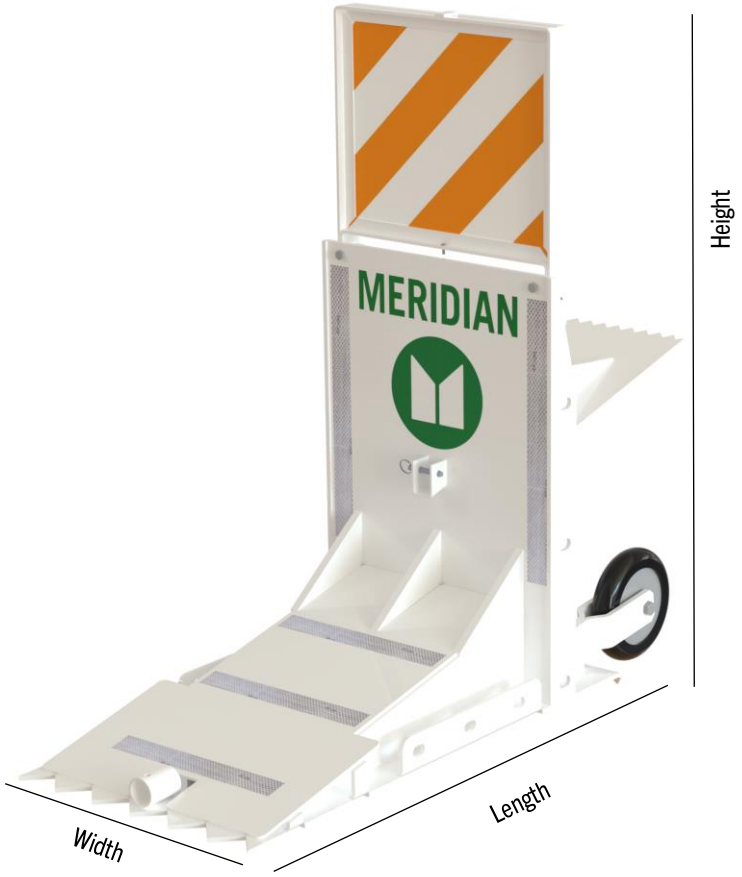
2- ADA Storage Compartment



1-Beam Gate Beam Cradle



Archer 1200 Barrier Specifications



Archer 1200 Barrier Specifications

- Length- 48 in.
- Width- 24 in.
- Height- 57 in.
- Weight- 680 lbs.
- Surface Area- 11,288 square in.
- Material- ASTM A36 steel/AR500

Powder coat Specifications

- Gloss 60'angle (ASTM D-523-89) 80+
- Hardness (ASTM D-3363-92A) H – 2H
- Flexibility (ASTM D-1737-89) 1/8 inch
- Adhesion (ASTM D-3359-95A) 5B
- Impact direct/indirect (ASTM D-2794-93) 120 in-lbs.
- Salt Spray (ASTM B117) 1000 Hrs.

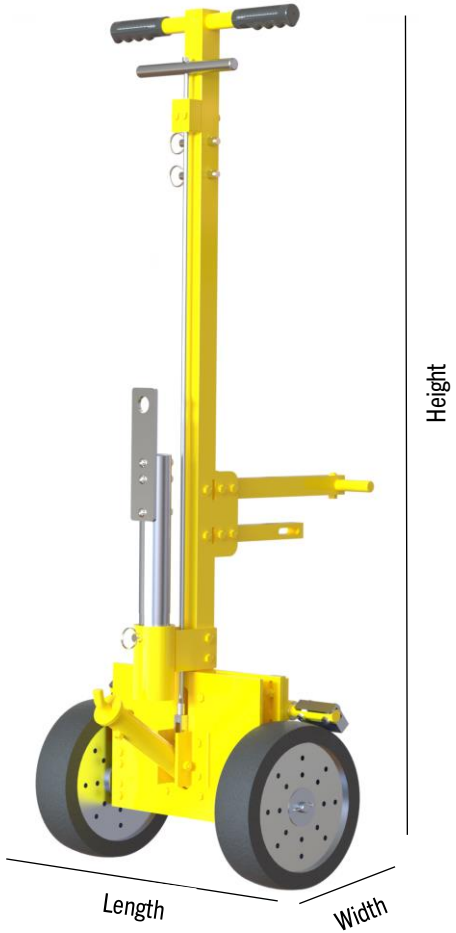
Caster Wheel Specifications

- Type- Black soft rubber tread, crowned profile
- Core Material- Aluminum core
- Wheel Diameter- 10 in.
- Wheel Width- 2.25 in.
- Capacity- 400 lbs.

Archer Hauler Specifications



Lift 700 lbs. of steel with ease





Simple storage on Archer 1200 Barriers

Scan for more information

SCAN ME

Archer Hauler Dimensions

- Length- 18 in.
- Width- 12 in.
- Height- 53 in.
- Weight- 40 lbs.
- Material- Aluminum 6061-T6

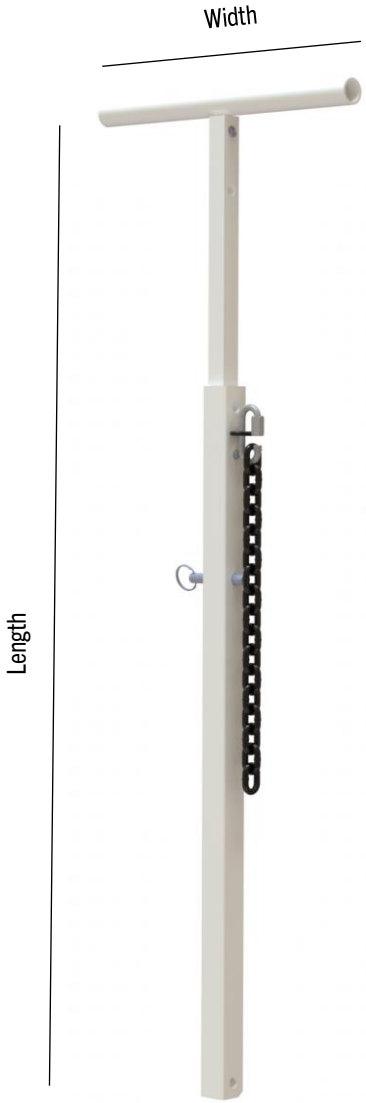
Archer Hauler Features

- Adjustable brakes
- 3,000 lb. capacity
- Solid core tire
- Durable powder coating

Archer Tow Bar Specifications



Unique storage on Archer 1200 Barriers





Easily provide emergency access by moving one Archer 1200 Barrier

Specifications

- Length- 48 in.
- Width- 16 in.
- Depth - 2 in.
- Weight- 20 lbs.
- Material- ASTM A36 steel

Features

- Emergency access alternative
- Easy storage
- Durable powder coating

Archer Arrestor Cable Specifications





Arrestor Cable Specifications

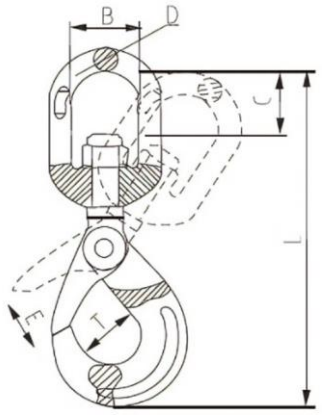
- Length- 48 in.
- Width- 4 in.
- Depth - 2 in.
- Weight- 11 lbs.

Wire Rope Cable Specifications

- Construction- 6x19 IWRC
- Nominal Diameter-0.625 in & 0.375 in.
- Finish- Galvanized
- Lay Direction- RHRL
- Specification- ASTM A 1023 or RR-W410G
- Grade of Steel Used- EIPS
- Min. Breaking Strength- 24,004 lbs.

Wire Rope Cable Chemical Composition

- C: 0.69-.0.73%
- Si: 0.200.024%
- S: Max 0.025%
- P: Max 0.025%
- Mn: 0.54-0.64%
- P: Max 0.025%
- Mn: 0.54-0.64%



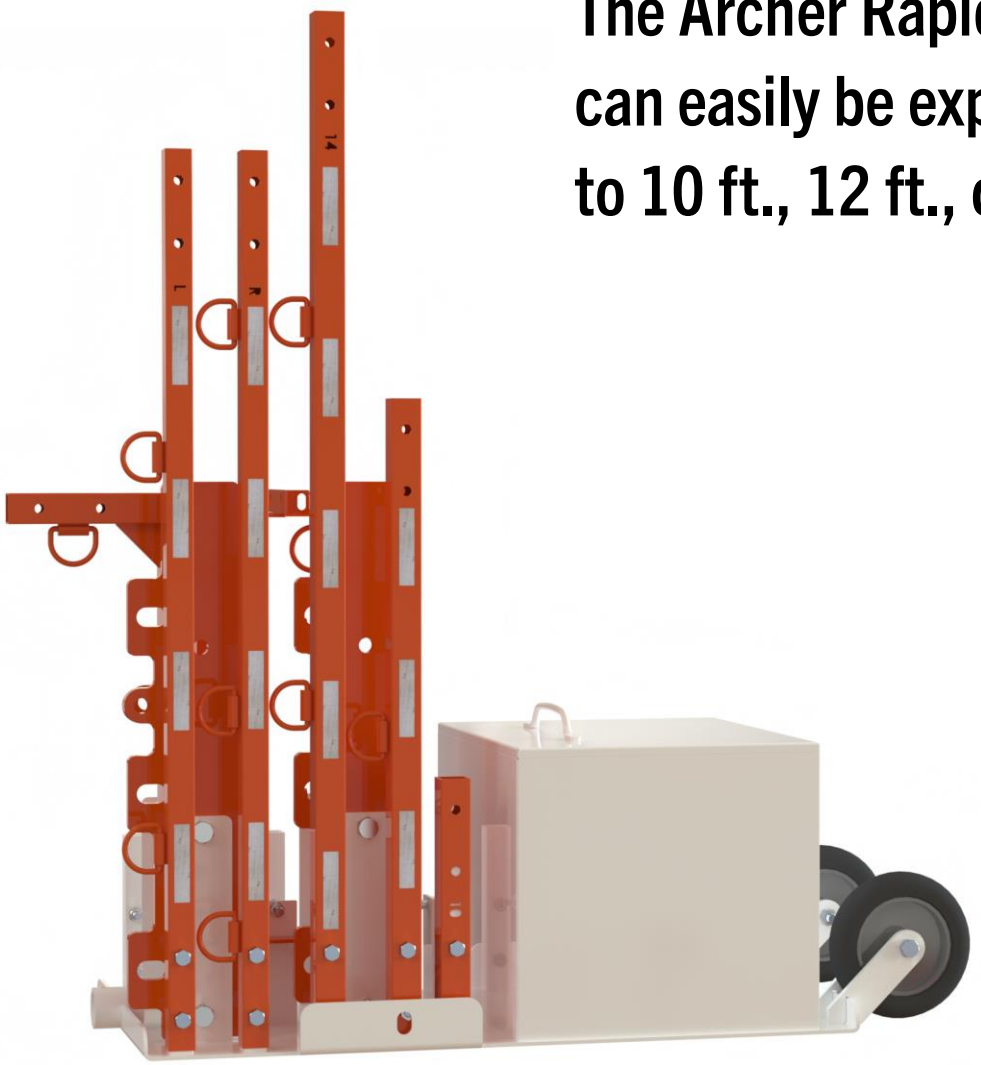
G-100 Swivel Hook Specifications

- Weight- 2.6 lbs.
- Quenched and tempered alloy steel
- EN 1677-3 & ASME B30.26, PAS1061
- Full swivel under load
- Federal Specification RR-C-271G Type IVA, Grade A, Class 2

G-100 Specifications Dimensions

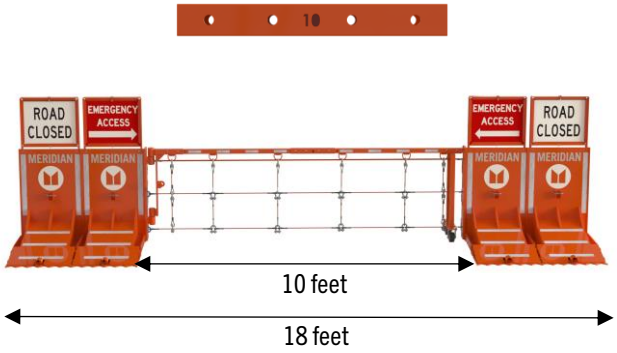
- B- 1.42 in.
- C- 1.44 in.
- D- 0.51 in.
- T- 1.35 in.
- L- 7.35 in.
- E- 1.28 in.

Archer Rapid Gate Kit Specifications

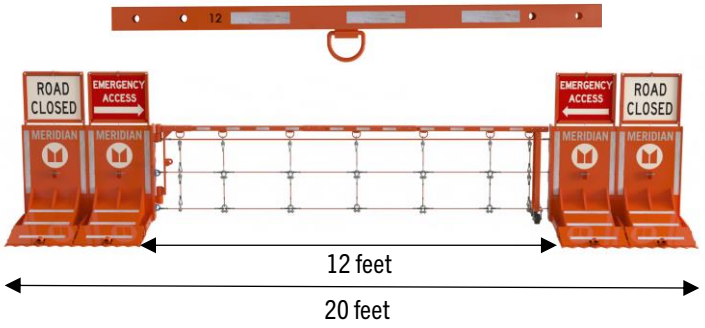


The Archer Rapid Gate can easily be expanded to 10 ft., 12 ft., or 14 ft.

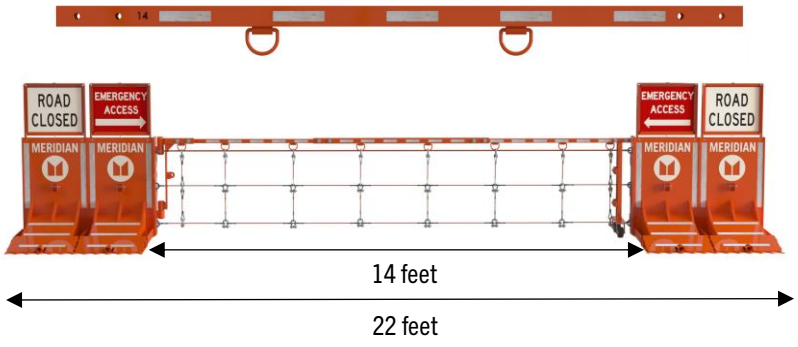
10 ft. Beam Connector



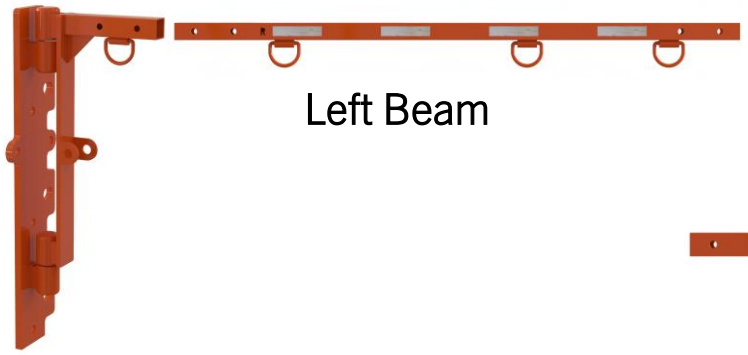
12 ft. Beam Connector



14 ft. Beam Connector

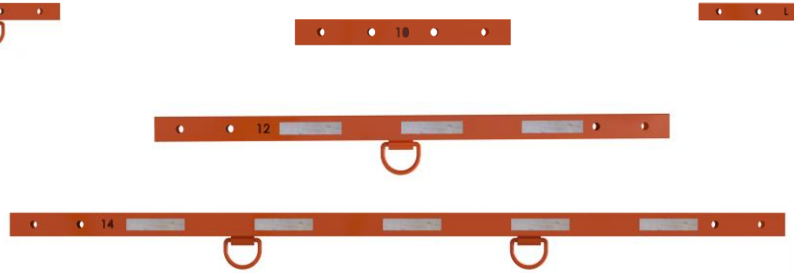


The Archer Rapid Gate Kit includes the following.

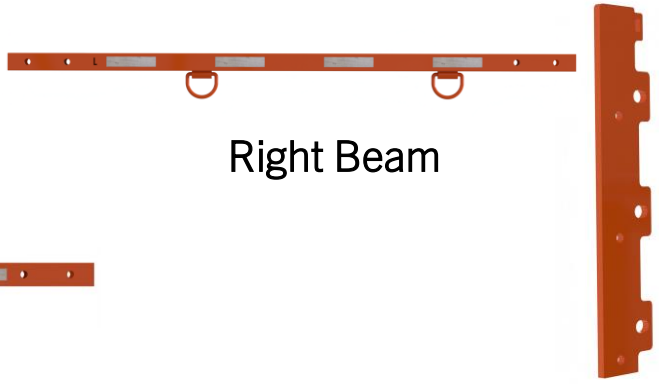


Left Beam

Pivot Plate

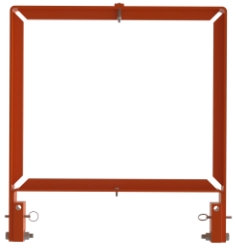


Connecting Beams
10 ft., 12 ft., & 14 ft.



Right Beam

Receiver Plate



4x Wayfinding Frames



Wayfinding Inserts

Rapid Gate Net Box



Transportation Cart

Archer Rapid Gate Kit Specifications

Component	Length	Width	Height	Weight
Beam L	57.5 in.	1.75 in.	5.0 in.	12.39 lbs.
Beam R	57.5 in.	1.75 in.	5.0 in.	12.9 lbs.
10 ft. Connector	17.0 in.	2.0 in.	2.0 in.	3.81 lbs.
12 ft. Connector	41.7 in.	2.0 in.	5.0 in.	10.0 lbs.
14 ft. Connector	66.5 in.	2.0 in.	5.0 in.	16.2 lbs.
Pivot Plate	36.30 in.	9.29 in.	14.86 in.	82.0 lbs.
Receiver Plate	36.30 in.	7.37 in.	0.75 in.	46.78 lbs.
Archer Rapid Gate Leg	35.90 in.	16.0 in.	7.66 in.	21.60 lbs.
Wayfinding Frame	24.21 in.	22.29 in.	2.25 in.	7.61 lbs.
Wayfinding Insert	21.40 in.	0.16 in.	18.0 in.	0.3 lbs.

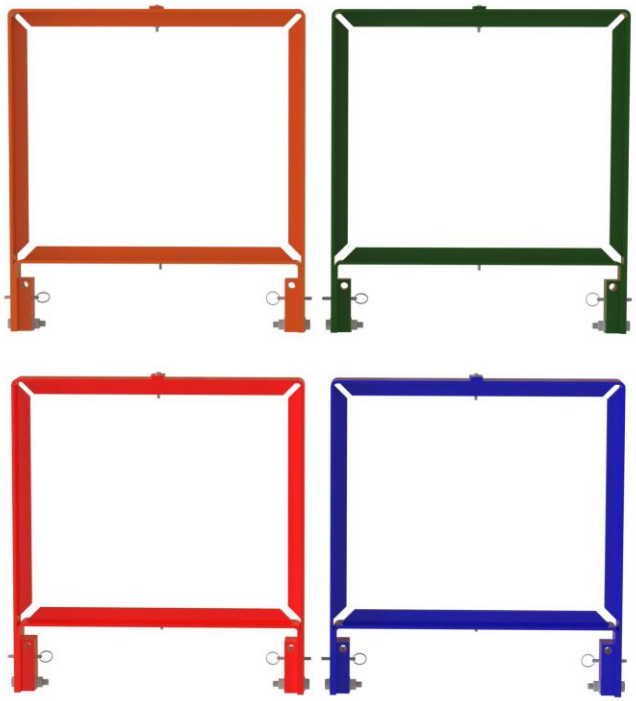
Component	Length	Width	Height	Weight	Capacity
Transportation Cart	58.0 in.	24.0 in.	38.0 in.	198 lbs.	
Wayfinding Box	23.45 in.	20.8 in.	38.0 in.		7.14 cubic feet
Archer Rapid Gate Net Box	20.8 in.	7.0 in.	38.0 in.		38 marketing inserts

Installation Manual

SCAN ME

Archer Rapid Gate Kit	Total Weight – 498 lbs.
Archer Rapid Gate Total Width at 10 ft. openings	18 feet
Archer Rapid Gate Total Width at 12 ft. openings	20 feet
Archer Rapid Gate Total Width at 14 ft. openings	22 feet

Archer Wayfinding Package Specifications





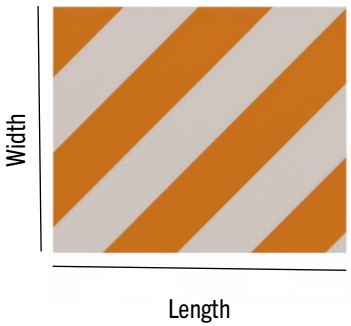
8 – **Wayfinding Frames**

Archer Wayfinding Frame Dimensions

- Length- 24.25 in.
- Width- 22.25 in.
- Depth - 2 in.
- Weight- 9 lbs.
- Custom colors

32 - **Wayfinding Signs**

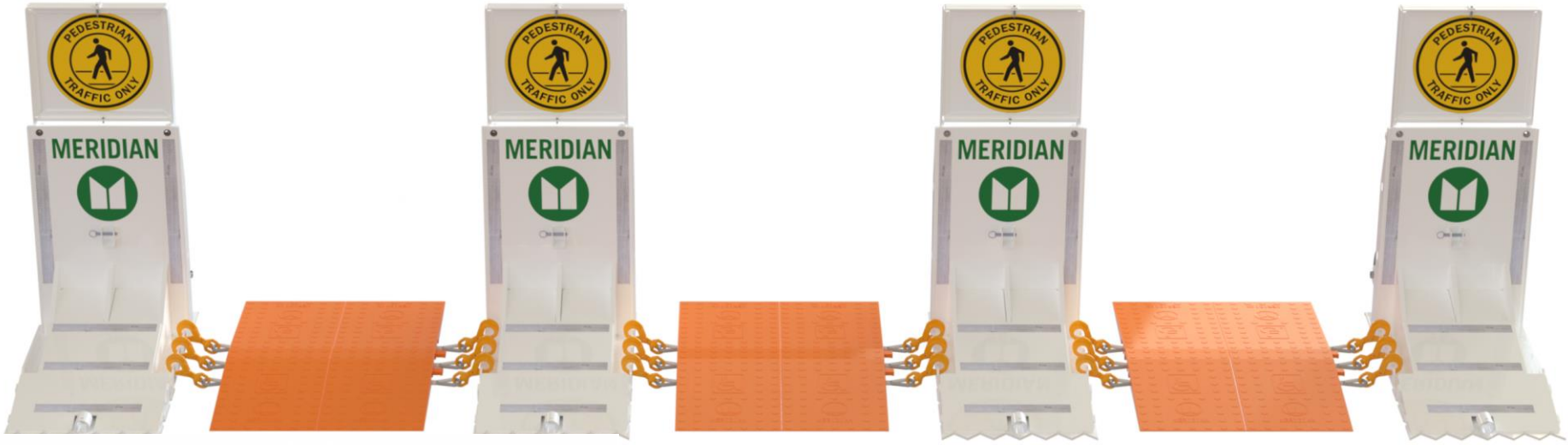
- 8- Directional caution signs
- 8- Pedestrian traffic only signs
- 8- Road closed signs
- 8- Stop signs



Wayfinding Sign Dimensions

- Length- 21.35 in.
- Width- 18.25 in.
- Depth - 0.16 in.
- 32 Wayfinding Signs

ADA 3-Channel Cable Protector Specifications





ADA 3- Channel Dimensions

- Length- 48.0 in.
- Width- 32.25 in.
- Height- 1.5 in.
- Weight- 20 lbs.
- 4.5-degree incline

ADA 3- Channel Cable Protector

- Easily allows strollers and wheelchairs
- High visibility color
- Ideal for pedestrian traffic control
- Easy to use interconnects
- Lightweight design

Meridian Archer Trailer Kit 1000 Specifications







Width

Archer Trailer 1000 Specifications

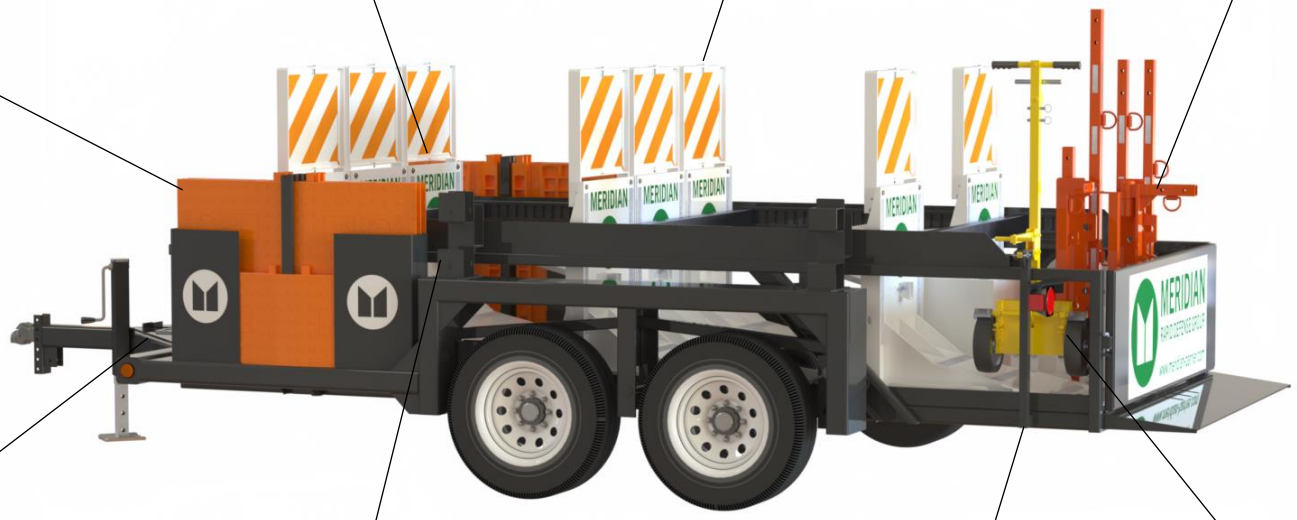
- Large deck-75-inch deck width
- Capacity 9,995 lbs.
- Deck length- 16 ft.
- Overall length- 21 ft.
- Height- 57 in.
- Wheel size- 16 in.
- Trailer weight empty-3,517 lbs.
- Tongue weight empty- 445 lbs.
- Trailer weight fully loaded-9844 lbs.
- Tongue weight fully loaded- 1,430 lbs.
- Hitch ball size- 2-5/16 in.

Archer Trailer 1000 Features

- Quadra spring suspension for smoother transport
- Low angle ramp for low clearance loading
- Lockable storage compartments-protects components
- Fender less- no protruding fenders
- Automatic deck latch-deck automatically locks
- Tailgate-full width swinging tailgate

Meridian Archer Trailer Kit 1000

- 8- Archer 1200 Barriers
- 1- Archer Wayfinding Package
- 7- ADA 3-Channel Cable Covers
- 1- Archer Rapid Gate Kit



- 1-Archer Hauler 2.0
- 2-ADA Cover Compartments
- Beam Gate Beam Cradles
- 1-Archer Hauler Mount

MERIDIAN®
RAPID DEFENSE GROUP

PRODUCT FEATURES

Drop and Stop Vehicle Mitigation Solution

PHYSICAL FEATURES

- Fabricated of high strength steel made in the United States
- Non-electronic, non-hydraulic design
- No maintenance contracts
- Modular design with flexible configuration for lane closures, lane mergers, long perimeter protection when connected to Arrestor Cables
- Non-lethal vehicle control solution
- Measurements of 2' (60 cm) wide, 4' (120 cm) long, 3' (90 cm) high (per unit)
- Jagged front and back edges with spikes on horizontal plate for gripping on or before impact
- Wide rear kick plate 10" (25.4 cm) long to reinforce stopping of the vehicle on impact
- Fixed in place ramp at 13 degrees with vertical plate positioned on the horizontal plate
- Attachment points for either 3' (90 cm) Arrestor Cables or 8' (243 cm) Arrestor Cables
- Reusable after impact
- Tow bar is 5'4" (162 cm) long with a 20" (50 cm) square handle with a locking pin used in the receiving cradle combined with connecting the leverage chain onto the receiving mount at the base of the ramp
- Unit weight of 700lbs (362 kilos)
- Structural steel ASTM A500 plates
- Bolts conform to the ASTM specifications for A325 or A490 high strength bolts
- All welding is AWS certified
- May be galvanized or painted
- Way Finding frames for directional signage meeting national highway standards
- Directional signs provide for events, safety and security

TESTING

- Ballistic rated for armor piercing NATO rounds up to .50 cal. ball rounds
- Unanchored stopping power
- Units may be bolted in a row of 4 to stop vehicles traveling at 40 MPH (64 KPH) within 7' (213 cm of impact)
- Un-bolted unites stop a vehicle traveling at 30 MPH (48 KPH) within 14' (426 cm)

DEPLOYMENT

- Suitable for on aggregate roadways and hard surfaces
- One person portable and rapidly deployable within minutes
- Removable wheels for stationary position or locked in the up position once set in place
- Fast installation pivots on wheels with the Archer Hauler or Tow Bar connectors
- No heavy equipment needed to deploy
- Easy transportation in sets of 4, 6, 8, 12 and 16 units where an Archer Hauler and Tow Bar can be transported by a standard pickup
- truck where there is no need for special trucks to move the barriers to their location
- Certification training by MERIDIAN safety specialists
- Vehicle Safety Mitigation Plans designed for individual for events and deployments
- After Action Reports provided after each event
- Annual Community Safety Compliance programs to ensure certifications standards remain compliant

CERTIFICATIONS

- SAFETY Act "Designated" and "Certified"
- PAS 68
- Factories ISO
- ASTM
- IWA-14

Product	Total Units	Cost	Total Price
Meridian Archer Trailer Kit	10	$115,795.18	$1,157,951.80
Archer 1200 Barrier	40	$6,513.18	$260,527.20
Archer Manual Hauler	1	$1,925.18	$1,925.18
Archer Beam Gate 2.0	1	$48,245.18	$48,245.18
Archer Arrestor Cable	30	$574.18	$17,225.40
3- Channel ADA Cable Protector	30	$574.18	$17,225.40
Archer Rapid Gate	1	$38,595.18	$38,595.18
Wayfinding Signs	100	$574.18	$57,418.00
Total Cost			$1,599,113.34

HOMELAND SECURITY GRANT FUNDING
PROJECT SCREENING FORM
FY 2025-2026

AGENCY or SPECIALTY TEAM: City of New Smyrna Beach Police Department & The NSB Pubic Works Department

PROJECT CONTACT: Debra Brown **TITLE:** Grant Coordinator **PHONE:** (386) 402-7784 **EMAIL:** Dbrown@cityofnsb.com

AGENCY HEAD/Designee APPROVAL: Christopher Kirk **TITLE:** Chief of Police **PHONE:** (386) 424-2275 **EMAIL:** ckirk@cityofnsb.com

BRIEF DESCRIPTION OF ITEM AND ITS FUNCTION:

The MERIDIAN Rapid Defense Group Archer Barrier system provides anti-terrorist vehicle protection. This system is backed by DHS under the Safety Act. The MERIDIAN products form a stop and drop vehicle mitigation system that protects people and critical infrastructure by stopping unauthorized vehicles access to roadway entry points during New Smyrna Beach public events, disasters, or emergencies.

ESTIMATED COST: $ 347,385.54

If applicable, has a standard or expanded vulnerability assessment been done? Yes___X___ No_____

WILL THERE BE ANY RECURRING COSTS? No ☒ IF YES HOW MUCH? HOW OFTEN?

WHAT GAP OR VULNERABILTY DOES THIS PROJECT SEEK TO CLOSE (Based on assessment and/or after actions from real-life and/or training events.)

Since the New Orleans truck attack, there has been a strong New Smyrna Beach (NSB) citizen and City Commission desire to implement hardened barriers at NSB event street access points. The city however does not have sufficient funds to cover the cost of providing a hardened barrier system. NSB Public Works currently has a handful of water filled barriers that are deployed during events, but this is time-consuming and costly, and there are only enough barriers to harden a small portion of the access points to the streets where the events occur. The gaps are currently filled by NSBPD officers and/or their vehicles. Inadequate vehicle barriers leaves citizens, residents, visitors, and assets vulnerable to hostile vehicle terrorist attacks, and ties up police officers and their vehicles preventing them from adequate response to other incidents during events in the city, which potentially risks officers and citizens lives.

Approved ____X____ **Denied: _____** **Date: _06/25/25___**

Name: _Sheliza Bhola (Assistant Director of Finance) for Jo-Anne Drury (Finance Director, City of New Smyrna Beach)_
Comments:

S Bhola

FY2026 CI-ED New Smyrna Beach Vehicle Barriers - Region 5 Project Pre-Screening Form

Final Audit Report 2025-06-26

Created:	2025-06-26
By:	Julia Halloran (jhalloran@cityofnsb.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAADAJb04RXjOZV-tRVcZDnQwymYkN3X-2L

"FY2026 CI-ED New Smyrna Beach Vehicle Barriers - Region 5 Project Pre-Screening Form" History

Document created by Julia Halloran (jhalloran@cityofnsb.com)
2025-06-26 - 1:57:20 PM GMT

Document emailed to Sheliza Bhola (sbhola@cityofnsb.com) for signature
2025-06-26 - 1:57:23 PM GMT

Email viewed by Sheliza Bhola (sbhola@cityofnsb.com)
2025-06-26 - 1:58:02 PM GMT

Document e-signed by Sheliza Bhola (sbhola@cityofnsb.com)
Signature Date: 2025-06-26 - 2:56:51 PM GMT - Time Source: server

Agreement completed.
2025-06-26 - 2:56:51 PM GMT

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE VENETIAN BAY GOLF AND COUNTRY CLUB 2025 NEW YEAR'S EVE FIREWORKS DISPLAY, TO BE HELD ON WEDNESDAY DECEMBER 31, 2025 AT MIDNIGHT.

July 8, 2025

Background:

The Venetian Bay Golf and Country Club has submitted a special event application to host New Year's Eve Fireworks at the Country Club on Wednesday December 31, 2025. The attached application illustrates the fireworks display would begin at midnight and last for fifteen minutes. Set-up for the event would begin at 3 pm. Venetian Bay has previously held fireworks for New Year's Eve. The City's Fire Marshal approved the special event application. The fireworks technician and a spotter will be onsite for the setup and duration of the event, private security will be provided by Venetian Bay.

Per the City's municipal code section 14-305 regarding fireworks displays, the applicant/organizer must provide the City with the following...

- a detailed listing of the type and quantity of fireworks that will be used
- proof of insurance at a type and level approved by the city
- a detailed written statement outlining all appropriate safety procedures which will be used at the fireworks display in order to protect the safety of the public and all surrounding property
- a detailed written statement describing what facilities and containers will be used to store fireworks
- if applicable, the applicant's federal license number for transporting fireworks across state lines
- A detailed list of the names, addresses, occupations and backgrounds of all individuals who will be responsible for the actual display, use or explosion of any fireworks. The background statement should include a complete history of the experience of the individuals involved with respect to their use of fireworks, including a detailed list and explanation of each and every accident resulting from the use of fireworks which the individuals have been responsible for or involved in
- proof of payment of a permit fee in accordance with the fee schedule in Chapter 70

Findings:

Staff recommends the approval of the Venetian Bay Golf and Country Club 2025 New Year's Eve Fireworks display, to be held on Wednesday, December 31, 2025, at midnight.

Fiscal Analysis:

The following permit and event fees will be collected by the city:

Building Dept Major Event Permit Fee: $319.30

Leisure Services Major Event Fee: $532.50

Strategic Plan Item:
No

Staff Report Created By: Darryl Pierce - Administrative Specialist III

Attachments:

Venetian Bay New Years Eve Fireworks Dec 31 2025.pdf

City of New Smyrna Beach

Special Event Application Follow-Up Form

Name of Event: Venetian Bay New Years Eve Party

Event Date: 12/31/25

Contact Information: Michelle Andrews / Orlando Special Effects

Brief Event Description: New Years Eve Fireworks at VB

Staff Reviewed:

Name (Signature)	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	6/5/25
John Haverly	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	6/3/25
	Planning & Dev.	386-410-2800	sdoster@cityofnsb.com	5/20/25
	Fire Department	386-402-7631	DWiech@cityofnsb.com slane@cityofnsb.com	6-3-25
Sgt. W. Helms	Police Department	386-424-2297	whelms@cityofnsb.com	05/20/25
Barbara Bobelak	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	6/3/25
	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	6/5/25

Conditions of Approval:

***Note: All Requirements and payments must be met 72 hours prior to the event or event will be cancelled**

Banner Request: Yes ☐ No ☑ Entered into RecTrac _____ Agenda Item Complete _____

Road Closures:

N/A

City Commission Approval Required? Yes ☑ No ☐ City Event? Yes ☐ No ☑

Special Event Application

Form Submission ID: 21455279
Submission Date/Time: 05/07/2025 at 8:01 am
Form Status: New
Patron Email Address: ma@orlandospfx.com
Name: Andrew Nicholls

CITY OF NEW SMYRNA BEACH SPECIAL EVENT APPLICATION

SPECIAL EVENTS: A Special Event is an event which, by itself or in conjunction with other events occurring during the same time (such as during a community wide event), is likely to have an impact on the community, including but not limited to factors such as traffic, noise, or other aspects of public health, safety and welfare. Special Events must be approved in advance by the City Commission at which time staff will make their recommendation. Application for Special Events must be submitted at least thirty (30) days in advance of the requested event. This application is not a permit to conduct a special event.

Name of Event

Venetian Bay Golf and Country Club July 4th and New Year's Eve Party

Name of Producer and/or Promoter

Orlando Special Effects, Inc.

Type of Organization

For-Profit

Address

12421 Lake Mary Jane Road

City

Orlando

State

FL

Zip Code

32832

Work Phone

(407)648-1867

Home Phone

(407)648-1867

Fax

4076481867

Special Event Application

Website

www.orlandospfx.com

Billing Information:

Is the party responsible for billing the same as above?

Yes

If no, please provide the proper information below.

Name

Address

EVENT INFORMATION:

Date(s) Requested

July 5th, 2025 and December 31st, 2025

Location of Event

Venetian Bay Golf and Country Club, 63 Airoport Road, New Smyrna Beach, Florida. 32168

Description of Event

6-Minutes Fireworks Display

Site Plans are required and must include: Pedestrian AccessParking and Vehicular AccessLocation of Port-O-Lets (if any)Dumpsters and/or Trash CansNumber and Location of Vendor Display Areas Venue/Stage (if any)TentsBarricades/Cones Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for a minimum of $1,000,000 must be provided no later than five days prior to the scheduled event. Proof of insurance is required for all events if applicable.

Will an admission fee be charged at or prior to the event?

No

Will fees be collected on-site before/during the event?

No

Event Date:

07/05/2025

Event Start Time:

08:00 pm

Special Event Application

Event End Time:

08:15 pm

Set Up Start Time:

03:00 pm

Setup End Time:

08:00 pm

Breakdown Start Time:

08:15 pm

Breakdown End Time:

09:00 pm

Alternative Date:

12/31/2025

How will the general public be notified about a cancellation/ postponement of the event?

Usual Venetian Bay channels, Email, Facebook, Signs in the community area.

Anticipated number of attendees?

150

Have you held this event in the City of New Smyrna Beach previously?

Yes

If yes, when?

We have been providing the Fireworks For July 4th and New Year's Eve for the last Four Years

Have you held this event in another city?

Yes

If yes, list location(s):

We have been providing Fireworks Displays around Central Florida for over 35 years including City of Maitland, Brevard County Public School Graduation, Orange County Public Schools Home Coming, to name a few.

Will the special event require the use of watercraft for competition, servicing, maintenance, safety, or any other reason?

No

NOTE: Temporary buoys and markers may be placed with approval from the U.S. Coast

Special Event Application

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.

Will the special event involve the use of aircraft?

No

NOTE: All aircraft flight operations shall conform to FAA regulations and meet minimum pilot qualifications for the given type of operation intended. Also, all operators of any type of aircraft being used shall provide the city with a certificate of insurance coverage. Insurance coverage shall provide liability insurance protection for the City in the amount of not less than $1,000,000 per person for bodily injury or death, $2,000,000 per occurrence of death, and $500,000 per occurrence for property damage, naming the City of New Smyrna Beach as â€œadditionally insured.â€•

Will the special event involve the use of motorcycles?

No

<b> ENTERTAINMENT: </B>

Will there be entertainment?

No

If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.

Will you be using a sound system?

No

NOTE: The Cityâ€™s Ordinances regarding noise must be complied with during the event, or receive City Commission approval to generate excessive noise outside the accepted hours.

Name of Contractor

Type of System:

Sound Start Time:

Sound End Time:

Will there be carnival games and/or rides?

No

If yes, please describe the types of games and/or rides.

Special Event Application

Name of Contractor

Proof of insurance is required for all carnival games and rides. The City must be listed as additionally insured on the insurance policy.

Insurance Company

Policy Number

<B> SPECIAL EFFECTS: </B>

Will there be any special effects used?

Yes

Type of Effects:

Fireworks

Effect Time: Date:_____Start:____a.m./p.m. End: _____a.m./p.m.

July 5th, 2025 and New Year's Eve at 8pm for 6-Minutes until 8:06pm

Location of Special Effects

Golf Course at Venetian Bay, 63 Airport Road, New Smyrna Beach, Florida. 32168

Effects Producer/Company Name

Orlando Special Effects, Inc.

Address

12421 Lake Mary Jane Road, Orlando, Florida. 32168

Phone Number

(407)648-1867

Fax Number

Proof of insurance is required for all special events.

Insurance Company

Lloyds of London

Policy Number

PY/25-0017

Special Event Application

NOTE: A permit from the New Smyrna Beach Fire Department will be required.

<b> PARADES: </B>

Will this be considered a parade?

No

If yes, complete below.

How many will participate?

0

Plan of route attached?

No

Parade Time: Date:____Start:____a.m./p.m. End:____a.m./p.m.

Breakdown: Date:____Start:____a.m./p.m. End:____a.m./p.m.

<b> PROPOSED RETAIL SALES: </B>

Will there be any retail sales?

No

If yes, complete below.

How many vendor locations do you hope to accomodate?

0

Type of vending (including number of each): Clothing, Food/Beverage, Jewelry, Other (describe)

Special Event Application

PROPOSED SPONSORS: </B>

Will there be any sponsors?

No

If yes, complete below.

How many commercial sponsors with on-site visibility do you anticipate (including product sampling, giveaways, exhibits, and advertising)

ALCOHOLIC BEVERAGES/LIQUOR LIABILITY:

Will alcoholic beverages be dispensed, provided, or served?

No

If yes, complete below.

Name of organization licensed to sell alcohol at the event:

Limit of liquor liability coverage, if required, will not be less than $500,000.

The organization hosting the event is:

PROMOTION: </B>

At what level will the event be promoted?

Local

What type of publicity will be used?

Other

Telephone number to be released for public information

(352)584-0319

Special Event Application

<b> SIGNS: </B>

Will you be using signs at your event?

No

How many signs and what dimensions?

Will you use temporary structures?

No

How many tents exceeding 120 square feet or greater?

0

Tent locations and sizes must be included on the site plan.

List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?

<b> TRAFFIC AND PARKING: </B>

Will normal traffic patterns be altered by the event?

No

Will there be any road closures?

No

If yes, City Commission approval will be required.

If yes, list road name(s):

Will public parking areas, streets, sidewalks, etc., be restricted or obstructed?

No

Special Event Application

PORT-O-LETS & SANITATION:

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

None, Usual Bathroom facilities will surfice.

The location of the Port-O-Lets must be included on the site plan.RECOMMENDATION: One toilet is recommended for every 300 people attending an event. If public toilets are not available at the event site, one ADA accessible toilet is required for the first 300 people, and a minimum of 5% of the restrooms must be ADA accessible. If there is a beer/ alcohol being served at the event, the recommended ratio for toilets per is 1:150 people. Existing park toilets count towards the toilet per anticipated attendee ratio. If dumpster service is needed it is required that refuse service be provided through the Cityâ€™s Public Works Department. The dumpster service, fee schedule, and information pertaining to recycling can be obtained by contacting the Public Works Department at 386-424-2212. Payment arrangements should be made prior to the event though the Public Works Department. Trash receptacles and recycling containers are to be provided by the applicant and must be located not only on event grounds, but in parking areas as well. Event grounds must be completely cleared of trash and all receptacles removed by the end of the event and is the sole responsibility of the applicant.

I acknowledge the above Port-O-Lets & Sanitation requirements:

yes

SECURITY/EMERGENCY FIRE/MEDICAL SERVICES:

What are your plans for providing security at the event?

Technician and a spotter. Venetian Bay usual security.

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.

Upload Site Map

CONFIRMATION:

Special Event Application

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 & Phone Number (1):

Isaac Navarrate ((321)213-7467

Contact Name & Phone Number (2):

Thiago Meloreisa (689)252-4790

I understand that this is an application only and does not obligate the City in any fashion to reserve any facility or approve any event.

Printed Name:

Andrew Nicholls

Date:

05/07/2025

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To: ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number: **1-FL-095-20-6D-00317**
Chief, Federal Explosives Licensing Center (FELC): Mama Howard	Expiration Date: **April 1, 2026**

Name
ORLANDO SPECIAL EFFECTS INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
12421 LAKE MARY JANE RD
ORLANDO, FL 32832-

Type of License or Permit
20-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)
ORLANDO SPECIAL EFFECTS INC
12421 LAKE MARY JANE RD
ORLANDO, FL 32832-

Licensee/Permittee Responsible Person Signature: Andrew Nicholls
Position/Title: Owner/President
Printed Name
Date: 3/20/2023

Previous Edition is Obsolete ORLANDO SPECIAL EFFECTS INC:12421 LAKE MARY JANE RD:32832:1-FL-095-20-6D-00317:April 1, 2026:20-MANUFACTURER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **ORLANDO SPECIAL EFFECTS INC**

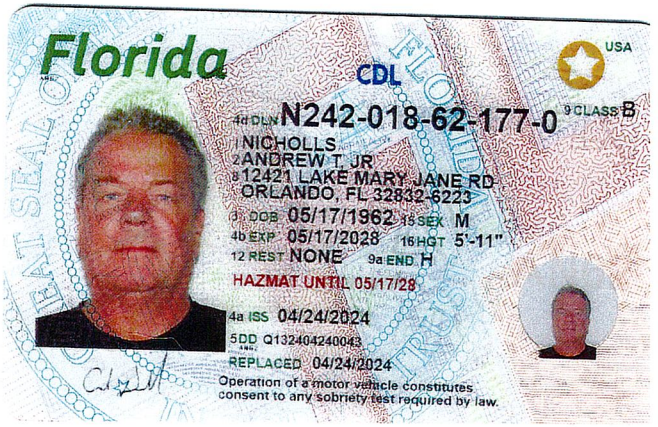
Business Name:

License/Permit Number: **1-FL-095-20-6D-00317**

License/Permit Type: **20-MANUFACTURER OF EXPLOSIVES**

Expiration: **April 1, 2026**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.


Florida
CDL
USA
4d DLN N242-018-62-177-0
9 CLASS B
1 NICHOLLS
2 ANDREW T JR
8 12421 LAKE MARY JANE RD
ORLANDO, FL 32832-6223
3 DOB 05/17/1962
15 SEX M
4b EXP 05/17/2028
16 HGT 5'-11"
12 REST NONE
9a END H
HAZMAT UNTIL 05/17/28
4a ISS 04/24/2024
5 DD Q132404240043
REPLACED 04/24/2024
Operation of a motor vehicle constitutes consent to any sobriety test required by law.

ANDREW NICHOLLS

12421 LAKE MARY JANE ROAD
ORLANDO
FLORIDA
32832



ANDY@ORLANDOSPFX.COM



(407)648-1867 OFFICE
(407)421-2168 CELL

WWW.ORLANDOSPFX.COM

OBJECTIVE

To entertain and educate using the world of pyrotechnics and special effects.

ANDY AND HIS WIFE TANYA HAVE BEEN MARRIED FOR OVER 25 YEARS. TANYA IS ALSO A QUALIFIED PYROTECHNICIAN, SHE RECENTLY RETIRED FROM UNIVERSAL STUDIOS ORLANDO, ENTERTAINMENT DEPARTMENT AS A 30 YEAR VETERAN PYROTECHNICIAN

EXPERIENCE

OWNER OF ORLANDO SPECIAL EFFECTS, INC.
1990 – To Present Day

Designs and provides pyrotechnic displays and special Effects for the entertainment industry and other businesses here and abroad.

Represents some manufacturers of the equipment and materials used for our special effects.

Develops training materials and programs.

Manufacturing of propriety and custom special effects for entertainment, and military simulations and training.

Works as a consultant with local Fire Departments and Authorities having jurisdiction giving training seminars that focus on pyrotechnics and special effects safety, operating procedures, standards, and codes.

Contributes occasionally to pyrotechnic, entertainment and other publications.

Acts as a consultant and expert witness on regulatory and legal issues. NFPA Technical Committee member. "Special effects" specifically 1126 and 160. Alternate to pyrotechnics committee 1123 and 1124

EDUCATION

1990-1992 MID FLORIDA TECH
1988-1990 WALT DISNEY WORLD
1985-1988 DISNEY/ VALENCIA COMM. COLLEGE, CENTRAL FL FILM PRODUCTIONS TRAINING PROGRAM
1983-1985 STOCKTON STATE COLLEGE, ATLANTIC CITY NJ, B.A. TECH THEATRE/BUSINESS MGT
1980-1983 BETHANY COLLEGE, BETHANY WV.

SKILLS AND EXPERTISE

Pyrotechnics (Federal License), Rigging, Mechanical Drawing, Stunts and Driving, Welding (certified), Pneumatics, Carpentry, Electrical, Plumbing, Masonry, Foams, Hydraulics, Electronics, Magic and Radio Controlled Mechanisms. Published Technical Author for "Special F/X News Journal" and a series of 3 videos.

EXPERIENCE AND MEMBERSHIPS

Commercials, Special Events, Conventions, and Other Productions

Ford Trucks, World On Ice, DuPont, Florida Power, Ringling Brothers & Barnum and Bailey, IBM, Honda, Tupperware, Pepsi, The Stepper, Chevrolet Trucks, John Deere, California East Dance Party, Orlando Opera, Neil McCoy Music Video, 24th Junior Olympics, Dianetics & The Church of Scientology, Walt Disney World MGM Studios, Universal Studios Orlando, Cadillac, Nickelodeon Studios, Rainforest Café, STRICOM, General Dynamics (Military Contractors), Tampa Bay Buccaneers, Bonneroo Music Festival, Mini Golf Venues in Canada, Myrtle Beach SC, and Ocean City MD, The Bourbon Brothers Music Video, Savannah Dexter with Shelbykay Music Video, Welcome to Rockville Daytona Beach 2023 Memphis May Fire stage performance.

Television

The Cape, Second Noah, Mickey Mouse Club, Hi Honey I'm Home, America's Most Wanted, Super Boy, The New Leave it to Beaver, Rescue 911, WCW and WWF Wrestling and more.

Films

Ace Ventura-Pet Detective, Morgan Creek Productions, Matinee-Universal-Productions, South Beach-Po Boy Productions, Operation Dumbo Drop-Tri Star, Lethal Weapon III-Warner Brothers, Criss Cross-Criss Cross Productions, Days of Thunder-Paramount Pictures, Dead Presidents-Vampire Wars and More.

Blogs, YouTube and Tiktok videos

Battlefield Special Effects

Orlando Special Effects, Inc. has been providing battlefield special effects for military training MOUT (Military Operations on Urban Terrain) sites since year 2000 for the U.S. Army and STRICOM through General Dynamics Co. We have created and supplied a proprietary line of equipment to Ft. Polk LA, Ft. Drum NY, Ft. Campbell KY, Ft. Knox KY, Ft Wainwright AK, Ft. Hunter Ligget CA. Much of the equipment we provide replaces pyrotechnics with compressed and flammable gasses for safety and repeatability.

Depositions

1994-Consulting for Marion County on the noise level and impact of weapons and explosions during the filming of the movie True Lies.

2005-Case of Fire System components that required maintenance and had to explain how safety systems function (Retained by Plaintiff).

2012-Case involving an open flame effect for fire dancers where a spectator was injured (Retained by the Plaintiff).

2018-Case involving an Air operated Confetti Cannon where a photographer was injured (Retained by Defence).

2019-Confetti Cannon Manufacturer defect where streamers shot at the crowd (retained by the defense)

2019- A CO2 fitting hit a audience member (Retained by the plaintiff)

Memberships

National Fireworks Association, Pyrotechnic Guild International, National Fire Protection Association.

At present Andy Nicholls is a representative on the National Fire Protection Association Technical Committee on Special Effects. This committee provides National Codes and Standards for the special effects industry. Specifically, N.F.P.A. Technical Bulletins 1126 and 160 that are the National Standards for Indoor Fireworks and Flame Effects Utilizing Flammable Gases. Andy is also a Tech. Committee alternative for N.F.P.A. 1123 and 1124 that are the National Standards for Outdoor Fireworks and displays. Representing the National Fire work Association (NFA).

Since 1989!

Orlando Special Effects, Inc.

12421 Lake Mary Jane Rd, Orlando, FL 32832
www.orlandospfx.com

President: ***Andrew Nicholls***
Cell: 407-421-2168
Email: andy@orlandospfx.com

Office Manager: ***Michelle Andrews***
Office: 407-648-1867
Email: ma@orlandospfx.com

FIREWORKS SHOW DESCRIPTION

Date/Time	July 5th, 2025 & December 31st, 2025@ 8pm (Duration approximately 6 minutes) **NOTE**: Show time may change due to weather and/or other events.
Rain Date(s)/Time(s)	
Sponsor	Venetian Bay Golf and Country Club
Venue	63 Airport Road, New Smyrna, Florida. 32168
Property Owner	**Venetian Bay Golf and Country Club**
AHJ	**City of New Smyrna**
Fire Codes	CHAPTER 69A-60 - *THE FLORIDA FIRE PREVENTION CODE* – 12-31-20 National Fire Protection Association (NFPA) 1123, *Code for Fireworks Display* - 2018
Fireworks	☒ **Consumer Fireworks (FIREWORKS UN0336 1.4G** Title 27 *Code of Federal Regulations* (*CFR*) § 555.11 **Consumer fireworks**. Any small firework device designed to produce visible effects by combustion and which must comply with the construction, chemical composition, and labeling regulations of the U.S. Consumer Product Safety Commission, as set forth in title 16, Code of Federal Regulations, parts 1500 and 1507. Some small devices designed to produce audible effects are included, such as whistling devices, ground devices containing 50 mg or less of explosive materials, and aerial devices containing 130 mg or less of explosive materials. Consumer fireworks are classified as fireworks UN0336, and UN0337 by the U.S. Department of Transportation at 49 CFR 172.101. This term does not include fused setpieces containing components which together exceed 50 mg of salute powder. ☒ **Articles Pyrotechnic (ARTICLES PYROTECHNIC UN0432 1.4G)** Title 27 *CFR* § 555.11 **Articles pyrotechnic**. Pyrotechnic devices for professional use similar to consumer fireworks in chemical composition and construction but not intended for consumer use. Such articles meeting the weight limits for consumer fireworks but not labeled as such and classified by U.S. Department of Transportation regulations in 49 CFR 172.101 as UN0431 or UN0432. **NOTE**: The possession, storage, transportation and use of Consumer Fireworks and Articles Pyrotechnic are EXEMPT from Bureau of Alcohol Tobacco, Firearms & Explosives (ATF) regulations [See Title 27 *CFR* § 555.141 Exemptions. 7]. **Thus, an ATF license/permit is NOT required by Federal or Florida laws or regulations, nor NFPA 1123 for a fireworks display consisting of Consumer Fireworks and Articles Pyrotechnic**.
Types of Fireworks	An assortment of single shots up to 1.75" aerial shells and multiple tube 9 shot to 100 shot aerial shells, mines and comets up to 3" (a/k/a/ cakes, repeaters, multiple tube devices). The assortment is determined by the budget, the venue, the occasion, and availability.
Mortars	Only high-density polyethylene (HDPE) or fiberglass mortars for the 1.75" aerial shells in mortar racks, holders and/or bundles that meet or exceed NFPA 1123 – Chapter 4 are used. **NOTE**: NFPA 1123 - 4.5.4 Mortar racks and bundles shall be constructed and installed to hold multiple mortars in position during normal functioning.

Display site	☒ **Land based fireworks display** ☐ **Water based fireworks display** The minimum required radius of the display site (discharge site plus fallout area) shall be 70 ft/in per NFPA 1123 -5.1.3.1. (3.0 inches x 70.0 feet = 210.0 feet radius) **NOTE**: The actual distance from the discharge site to the spectator viewing/parking area(s) may be greater. (See Display Site Plan/Map)
Firing Method	Manual electric firing system
Transportation	Fireworks are transported from our facility to the display site by our personnel
Inspection	Inspection should take place at least sixty (60) minutes prior to the scheduled fireworks display in order to make any adjustments needed due to weather or other conditions.
Fire Watch	☒ **One (1) Pumper w/crew** ☐ **One (1) Brush truck w/crew** Fire Watch should be on station at least thirty (30) minutes prior to the scheduled fireworks display. **NOTE**: NFPA 1123 - 5.1.6 Fire protection and other emergency response personnel and their vehicles shall remain at or beyond the perimeter of the display site during the actual firing of the display.
Fire Extinguishers	Minimum of two (2) 2A (Pressurized Water) Fire Extinguishers
Fireworks Provider(s)	As per Safety Data Sheets (SDS) for each show
OPERATOR	Isaac Navarrate (321)213-7467 . ID and Resumé attached **NOTE**: Florida § 791.012 Minimum fireworks safety standards. The statute adopts NFPA 1123 and directs the State Fire Marshal to develop regulations. There are NO provisions for a state license/certification for Fireworks Operators or Assistants. All of our Operators and Assistants have been trained according to the requirements of NFPA 1123.
ASSISTANT(S)	Thiago Meloreisa
Display Site Plan/Map	Attached (See the scale for distances)
Insurance Certificate	Attached ($2 million Liability)
ATF License	1-FL-095-20-6D-00317 Manufacturer of High Explosives. Expiration 04/01/2026
NOTE	

The Club at Venetian Bay

63 N Airport Rd
New Smyrna Beach, FL 32168
(386)427-4138

Date: 5/6/2025

RE: Pyrotechnics for Our Event

To Whom it May Concern:

We The Club at Venetian Bay give permission to Orlando Special Effects, Inc. to provide a fireworks display and/or pyrotechnic special effects on our property located at 63 Airport Rd, New Smyrna Beach, FL 32168 on July 4, 2025 our Independence Day Celebration and our New Year's Eve Event December 31, 2025. We also give them permission to apply for any required permits for these events.

Please feel free to contact me if you have any questions regarding this permission letter.

Gary Mancini

Owner
The Club at Venetian Bay
[gary@venetianbaygolf.com]

Orlando Special Effects, Inc.

12421 Lake Mary Jane Road,

Orlando, Florida. 32832

Phone: (407)648-1867

ma@orlandosppfx.com

office@orlandospfx.com

Date: May 6, 2025

To: New Smyrna Beach Fire Rescue

Re: July 5th, 2025 and New Year's Eve

To Whom It May Concern:

I am respectfully requesting a site inspection and minimum hours fire-watch from New Smyrna Beach at Venetian Bay Golf and Country Club, 63 Airport Road, New Smyrna Beach, FL 32168 on July 5th, 2025, and again December 31, 2025, for a 6-minute fireworks display starting at approximately 8pm until 8:06 pm.

Our on-site contact will be Isaac Navarrate (321)213-7467

Please feel free to contact us with any questions.

Regards,

Kristie Hicks

Kristie Hicks

Office Assistant

Orlando Special Effects, Inc.

Office: (407)648-1867

Cell: Andrew Nicholls (407)421-2168



The fireworks for the display will be transported straight from our facility to the set-up site and monitored at all times by Orlando Special Effects approved staff, no storage is need. The site plan shows the Display site and indicate a 210 feet radius fall out circle in accordance with NFPA 1123 requirements for up to 3" shells. The Technicians will have 2 x 2A (water) Fire-extinguishers. The display will be controlled electronically. The audience will be contained in the area surrounding the club house by Venetian Bay staff. The area within the the fallout will be protected by our staff and assistants, who will have fire-extinguishers on hand and a fire-watch will be provided.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/05/2025

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

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

PRODUCER
PROFESSIONAL PROGRAM INSURANCE BROKERAGE
DIVISION OF SPG INSURANCE SOLUTIONS, LLC
1304 SOUTHPOINT BLVD., #101
PETALUMA CA 94954

CONTACT NAME:
PHONE (A/C, No, Ext): 415-475-4300 **FAX (A/C, No):** 415-475-4303
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Certain Underwriters at Lloyd's, London	AA-1128623
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Orlando Special Effects, Inc.

12421 Lake Mary Jane Road
Orlando FL 32832

COVERAGES **CERTIFICATE NUMBER:** BL-004248 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		PY/25-0017	03/07/2025	03/07/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $2,000,000 $ $50,000 $ $ $ $2,000,000 $ INCLUDED
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	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					PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Venetian Bay Golf and Country Club; City of New Smyrna Beach; City of New Smyrna Beach Fire and Rescue as regards permits only are Additional Insured as respects the SPFX and Class C (1.4g) fireworks display(s) on 07/05/2025 located at Venetian Bay Golf and Country Club, 63 Airport Road, New Smyrna Beach, FL 32168 . This policy provides a two-year extended reporting period from the date of the display. 30-day notice of cancellation and a 10-day notice for non-payment applies.

CERTIFICATE HOLDER

Venetian Bay Golf and Country Club

63 Airport Road
New Smyna Beach FL 32168

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Susan Etter

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POLICY NUMBER: PY/25-0017 **PYROTECHNIC LIABILITY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

Underwriter's at Lloyd's, London: Referred to in this endorsement as either the "Insurer" or the "Underwriters" This endorsement modifies insurance provided under the following:

SECTION III. PERSONS INSURED

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the following entity(ies) is an additional insured pursuant to Section III. e), but only as respects the specific Display or Special Effects listed on the attached Certificate of Insurance:

Name of Person or Organization (Additional Insured):

Venetian Bay Golf and Country Club; City of New Smyrna Beach; City of New Smyrna Beach Fire and Rescue as regards permits only

63 Airport Road, New Smyna Beach, FL 32168

07/05/2025

Any coverage afforded to any above person or entity as an Additional Insured shall apply only with respect to **Bodily Injury** or **Property Damage** directly resulting from (1) the **Named Insured's** ongoing operations performed for such specific person and entity; or (2) acts or omissions of the Additional Insured in connection with their general supervisions of the **Named Insured's** ongoing operations. Coverage for such person or entity as an Additional Insured does not apply to:

(i) **Personal Injury** and **Advertising Injury** Liability;

(ii) Fire Legal Liability;

(iii) Employee Benefits Liability;

(iv) **Bodily Injury** or **Property Damage** which the person or entity is obligated to pay as damages by reason of the assumption of liability under a contract or agreement but this shall not apply to liability for damages the person or entity would have in the absence of the contract or agreement;

(v) **Property Damage** to: (1) property owned, used or occupied by or rented to such person or entity; (2) property in the care custody, or control of such person or entity or over which such person or entity is for any purpose exercising physical control; or (3) any work, including materials, parts or equipment furnished in connection with such work, which is performed for the person or entity by or on behalf of the **Named Insured**.

(vi) **Products-Completed Operations Hazards;**

(vii) Any obligation assumed by the Additional Insured in any contract related to the Display or Special Effects listed in the attached Certificate of Insurance.

(viii) Such other **Claims, Accidents**, offenses, damages and/or liabilities which may be excluded pursuant to Section V. Exclusions of the Policy.

All other terms, exclusions and conditions of this Policy remain unchanged.

PY AI 006 6-14

IF COMPLETING WITH ELECTRONIC SIGNATURE RETURN TO
firesafety@cityofnsb.com

New Smyrna Beach Fire Department
Extra Duty/Special Detail Contract

Requesting Business/Organization: Orlando Special Effects, Inc.

Name of Requester: Kristie Hicks **Phone #:** (407)648-1867
Email: office@orlandospfx.com

Business Address: 12421 Lake Mary Jane Road, Orlando, Florida. 32168

Billing Address (If different than business address):
Type of Event:

Number of Units Required to be determined by the Fire Department during Special Event application meeting.

1 **Unit(s)** 12 **Personnel**

Exact location of Event: Venetian Bay Golf and Country Club, 63 Airport Road, New Smyrna Beach, Florida, 32168
Date(s): 7/5/2025 and 12/31/2025
Time(s): 8pm

Contact Person at Event: Isaac Navarrate **Phone:** (321)213-7467
Emergency Phone Number: (407)421-2168

Payment Rate: $50.00 per hour, per person, with a 4-hour minimum per person. Cancellation must be made orally or in writing to the following person: Ken Gaines at 386-402-0200 or Fire Administration at 386 402-8125. Customers will be billed by the Finance Department following the event. A twenty-four (24) hour advance notice is required to cancel this request or the customer will be billed the four (4) hour minimum per personnel requested.

Rates are subject to change at the discretion of the New Smyrna Beach Fire Department.

I have read this Special Detail Contract and shall abide by its terms. I request the special detail unit(s) as described above. ***(Electronic signature acceptable)***

[signature] **This** 6th **Day of** May **20** 25 **,**
(Signature)

Owner/President - Orlando Special Effects, Inc.
(Title)

Accepted by the City of New Smyrna Beach: David R Wiser Fire Marshal **Date:** 5-20-25

If You Prefer, Fax Signed & Completed Form to (386) 402-8126

New Smyrna Beach Fire Department
Office of the Fire Marshal
1400 SR 44, New Smyrna Beach, FL 32168
Phone: 386-402-0200 Fax: 386-402-8126

Special Events Comments

Event Name/Date: Venetian Bay Golf and Country Club/ 7/5/2025 and 12/31/2025

1. During all special events the Fire Department shall require adherence to all applicable Florida Fire Prevent ion Code standards by all event organizers and vendors and make site inspections as needed
2. The event coordinator(s) shall take all necessary measures to ensure continuous access and egress for emergency vehicles throughout the entire event and this shall include response routes along secondary roads to e event to ensure event parking does not impede emergency vehicle access or victim transport away from the incident at any time
3. Events requiring road closures should organize tents, stages and displays so that an emergency vehicle can drive equipment down the centerline of all streets and measures must be taken to ensure that no intersections or access roads are blocked and at all times are accessible and useable by large fire apparatus
4. The event coordinator(s) shall ensure that the Volusia County Sheriff's Dispatch Center has been notified of any road closings related to the event no less than 24 hours prior to the start of the event at (386) 252-4911 and provide notification as soon as the roads have been re-opened
5. Anytime that transportation shuttles are required, or any other event with unique characteristics may impede the most expeditious provision of fire/rescue/emergency medical services to event participants, regularly staffed fire and rescue services will be supplemented to meet the additional demand caused by the event and will be funded by the event organizers

Additional Requirements:

Applicant Print and Sign — 6/5/2025 Date

Fire Chief/Designee — 5-20-25 Date

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE CHALK IT UP EVENT 2026, TO BE HELD ON SATURDAY, FEBRUARY 28, 2026.

July 8, 2025

Background:

The Hub on Canal Inc. requests approval to present the 2026 Chalk It Up Event, to be held on Saturday February 28, 2026 from 8am until 5pm. This event will be a community Chalk Art Competition on the sidewalk of Canal Street. The event will require road closures on Saturday February 28th at 6am through 5pm: Requiring the closure of Canal Street from Live Oak Street eastbound to Riverside Drive, additionally, from Magnolia Street at Canal Street southbound to Downing Street for the chalk art contest. Additionally, there will be half block closures of Faulkner Street and Sams Avenue northbound from Canal Street to the alleyway as well as a half block of Rush Street closed to traffic. This free to attend event has been previously held in NSB for many years, with an anticipated 200 attendees. The event will feature a speaker and mic sound system from 11:00am until 5:00pm. The following temporary structures will be utilized: barricades and cones. The New Smyrna Beach Police Department requires one officer to be present at the event from 8am until 5pm.

Findings:

Staff recommends the approval of the Chalk It Up Event 2026, to be held on Saturday, February 21, 2026.

Fiscal Analysis:

The following permit and event fees will be collected by the city:

Building Dept Major Event Permit Fee: $319.30

Leisure Services Major Event Fee: $500.00

Banner Fee (2): $50.00

Strategic Plan Item:

No

Staff Report Created By: Darryl Pierce - Administrative Specialist III

Attachments:

Chalk It Up 2026 Special Event Application.pdf

City of New Smyrna Beach

Special Event Application Follow-Up Form

Name of Event: Chalk It Up 2026

Event Date: Feb 28, 2026

Contact Information: Miranda Price 386-690-7962

Brief Event Description: Sidewalk Chalk competition on Canal St
Art vendors, free community event

Staff Reviewed:

Name (Signature)	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	6/5/25
Joan Haverly	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	5/6/25
	Planning & Dev.	386-410-2800	sdoster@cityofnsb.com	5/6/25
	Fire Department ✓	386-402-7631	slane@cityofnsb.com	5/6/25
Sgt. W. Helms	Police Department ✓	386-424-2297	whelms@cityofnsb.com	5/22/25
Barbara Bobelak	Code Enforcement ✓	386-410-2800	bbobelak@cityofnsb.com	5/6/25
	Bldg. Department ✓	386-410-2800	ymysicka@cityofnsb.com	6/5/25

Conditions of Approval:

***Note: All Requirements and payments must be met 72 hours prior to the event or event will be cancelled**

LS: Major Event

Planning- if no port-o-lets - must indicate open restrooms

PD- Need to do a request via ODM for 1 officer and will have COPs to staff.

LS Major Special Event

Banner Request: Yes ☑ No ☐ **Entered into RecTrac** _____ **Agenda Item Complete** 5-27-25

mtg: 7/8/25

Road Closures:

Canal St - Riverside to Live Oak

Magnolia St - Canal to Downing

City Commission Approval Required? Yes ☑ No ☐ **City Event?** Yes ☐ No ☑

Special Event Application

Form Submission ID: 21219470
Submission Date/Time: 04/24/2025 at 11:59 am
Form Status: New
Patron Email Address: miranda.price@thehuboncanal.org
Name: Miranda Price

CITY OF NEW SMYRNA BEACH SPECIAL EVENT APPLICATION

SPECIAL EVENTS: A Special Event is an event which, by itself or in conjunction with other events occurring during the same time (such as during a community wide event), is likely to have an impact on the community, including but not limited to factors such as traffic, noise, or other aspects of public health, safety and welfare. Special Events must be approved in advance by the City Commission at which time staff will make their recommendation. Application for Special Events must be submitted at least thirty (30) days in advance of the requested event. This application is not a permit to conduct a special event.

Name of Event

Chalk it UP 2026

Name of Producer and/or Promoter

The Hub on Canal INC

Type of Organization

Non-Profit

Address

132 Canal St

City

New Smyrna Beach

State

Florida

Zip Code

32168

Work Phone

(386)690-7962

Home Phone

(386)690-7962

Fax

386-690-7962

Special Event Application

Website

Thehuboncanal.org

Billing Information:

Is the party responsible for billing the same as above?

Yes

If no, please provide the proper information below.

Name

Address

EVENT INFORMATION:

Date(s) Requested

~~2/21/2026~~ 2/28/26 RS

Location of Event

Canal Street / Magnolia /

Description of Event

Sidewalk Chalk Competition, Art Vendors, Free Community event

Site Plans are required and must include: Pedestrian AccessParking and Vehicular AccessLocation of Port-O-Lets (if any)Dumpsters and/or Trash CansNumber and Location of Vendor Display Areas Venue/Stage (if any)TentsBarricades/Cones Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for a minimum of $1,000,000 must be provided no later than five days prior to the scheduled event. Proof of insurance is required for all events if applicable.

Will an admission fee be charged at or prior to the event?

No

Will fees be collected on-site before/during the event?

No

Event Date:

~~02/21/2026~~ 2/28/26 RS

Event Start Time:

08:00 am

Special Event Application

Event End Time:

05:00 pm

Set Up Start Time:

06:00 am

Setup End Time:

07:30 am

Breakdown Start Time:

04:15 pm

Breakdown End Time:

05:00 pm

Alternative Date:

How will the general public be notified about a cancellation/ postponement of the event?

Email/ Social Media

Anticipated number of attendees?

200

Have you held this event in the City of New Smyrna Beach previously?

Yes

If yes, when?

In February every year 2018-2025

Have you held this event in another city?

No

If yes, list location(s):

Will the special event require the use of watercraft for competition, servicing, maintenance, safety, or any other reason?

No

NOTE: Temporary buoys and markers may be placed with approval from the U.S. Coast Guard. Also, water rescue and lifesaving personnel and equipment shall be on-duty and prepared to act to protect competitors and spectators during all competition and practice.

Special Event Application

Will the special event involve the use of aircraft?

No

NOTE: All aircraft flight operations shall conform to FAA regulations and meet minimum pilot qualifications for the given type of operation intended. Also, all operators of any type of aircraft being used shall provide the city with a certificate of insurance coverage. Insurance coverage shall provide liability insurance protection for the City in the amount of not less than $1,000,000 per person for bodily injury or death, $2,000,000 per occurrence of death, and $500,000 per occurrence for property damage, naming the City of New Smyrna Beach as â€œadditionally insured.â€•

Will the special event involve the use of motorcycles?

No

<b> ENTERTAINMENT: </B>

Will there be entertainment?

No

If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.

Will you be using a sound system?

Yes

NOTE: The Cityâ€™s Ordinances regarding noise must be complied with during the event, or receive City Commission approval to generate excessive noise outside the accepted hours.

Name of Contractor

The Hub on Canal

Type of System:

Speakers and Mic

Sound Start Time:

11:00 am

Sound End Time:

05:00 pm

Will there be carnival games and/or rides?

No

If yes, please describe the types of games and/or rides.

Special Event Application

Name of Contractor

Proof of insurance is required for all carnival games and rides. The City must be listed as additionally insured on the insurance policy.

Insurance Company

Policy Number

<B> SPECIAL EFFECTS: </B>

Will there be any special effects used?

No

Type of Effects:

Effect Time: Date:_____Start:____a.m./p.m. End: _____a.m./p.m.

Location of Special Effects

Effects Producer/Company Name

Address

Phone Number

Fax Number

Proof of insurance is required for all special events.

Insurance Company

Policy Number

NOTE: A permit from the New Smyrna Beach Fire Department will be required.

Special Event Application

<b> PARADES: </B>

Will this be considered a parade?

No

If yes, complete below.

How many will participate?

0

Plan of route attached?

No

Parade Time: Date:____Start:____a.m./p.m. End:____a.m./p.m.

Breakdown: Date:____Start:____a.m./p.m. End:____a.m./p.m.

<b> PROPOSED RETAIL SALES: </B>

Will there be any retail sales?

Yes

If yes, complete below.

How many vendor locations do you hope to accomodate?

40

Type of vending (including number of each): Clothing, Food/Beverage, Jewelry, Other (describe)

Clothing, Food/Beverage, Jewelry, misc artist vendors

Special Event Application

PROPOSED SPONSORS: </B>

Will there be any sponsors?

Yes

If yes, complete below.

How many commercial sponsors with on-site visibility do you anticipate (including product sampling, giveaways, exhibits, and advertising)

3-5

ALCOHOLIC BEVERAGES/LIQUOR LIABILITY:

Will alcoholic beverages be dispensed, provided, or served?

No

If yes, complete below.

Name of organization licensed to sell alcohol at the event:

Limit of liquor liability coverage, if required, will not be less than $500,000.

The organization hosting the event is:

PROMOTION: </B>

At what level will the event be promoted?

Local

What type of publicity will be used?

Newspaper,Radio,Internet

Telephone number to be released for public information

3866907962

Special Event Application

<b> SIGNS: </B>

Will you be using signs at your event?

Yes

How many signs and what dimensions?

Sandwich boards 2-3

Will you use temporary structures?

Yes

How many tents exceeding 120 square feet or greater?

0

Tent locations and sizes must be included on the site plan.

ok

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?

Florida

<b> TRAFFIC AND PARKING: </B>

Will normal traffic patterns be altered by the event?

Yes

Will there be any road closures?

Yes

If yes, City Commission approval will be required.

If yes, list road name(s):

Canal street- Riverside to Live Oak
Magnolia street - Canal to Downing

½ of Faulkner St. N. to Alleyway
½ of Rush.

Will public parking areas, streets, sidewalks, etc., be restricted or obstructed?

Yes

Special Event Application

PORT-O-LETS & SANITATION:

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

0

The location of the Port-O-Lets must be included on the site plan.RECOMMENDATION: One toilet is recommended for every 300 people attending an event. If public toilets are not available at the event site, one ADA accessible toilet is required for the first 300 people, and a minimum of 5% of the restrooms must be ADA accessible. If there is a beer/ alcohol being served at the event, the recommended ratio for toilets per is 1:150 people. Existing park toilets count towards the toilet per anticipated attendee ratio. If dumpster service is needed it is required that refuse service be provided through the Cityâ€™s Public Works Department. The dumpster service, fee schedule, and information pertaining to recycling can be obtained by contacting the Public Works Department at 386-424-2212. Payment arrangements should be made prior to the event though the Public Works Department. Trash receptacles and recycling containers are to be provided by the applicant and must be located not only on event grounds, but in parking areas as well. Event grounds must be completely cleared of trash and all receptacles removed by the end of the event and is the sole responsibility of the applicant.

I acknowledge the above Port-O-Lets & Sanitation requirements:

yes

SECURITY/EMERGENCY FIRE/MEDICAL SERVICES:

What are your plans for providing security at the event?

1 -off duty officer as required last year.

The New Smyrna Beach Police and Fire Department will evaluate the events security measures to determine if the measures are sufficient to run a safe event. The New Smyrna Beach Police and Fire Department reserve the right to require additional security measures.There will be a minimum requirement of five (5) business days to evaluate the event requirements.NOTE: All events held on City/Public property require the use of City Police and Fire personnel if additional security measures are required.

CONFIRMATION:

Event Contact Information: Please provide the name of the contact person who will be available on-site at all times. Depending on the length of the event, this may require several people. Please list the contact person for each period of time. (Please Print)

Contact Name & Phone Number (1):

Miranda Price 386-690-7962

Contact Name & Phone Number (2):

Jennifer Marano 386-451-3392

I understand that this is an application only and does not obligate the City in any fashion to reserve any facility or approve any event.

Printed Name:

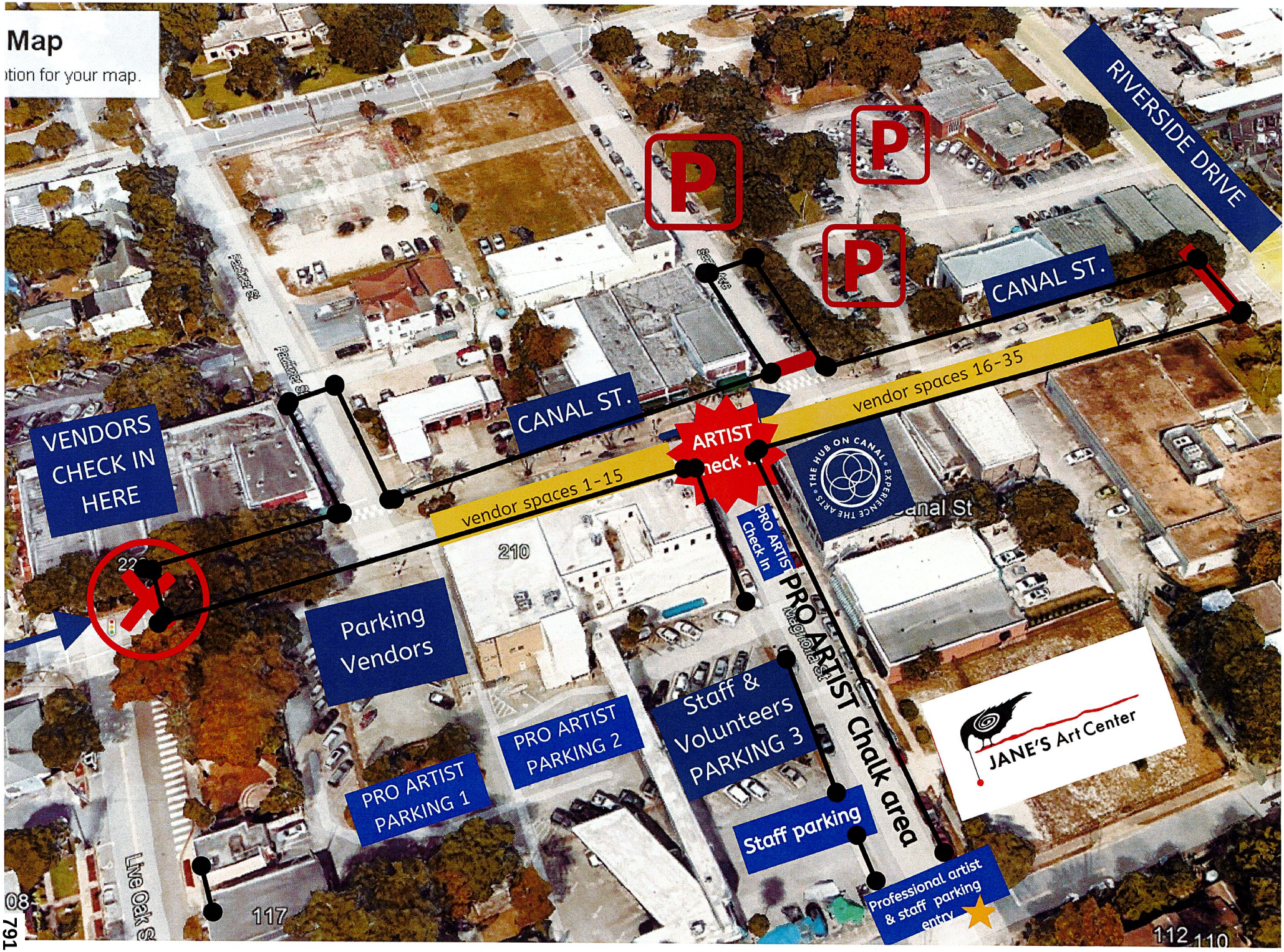
Miranda Price

Date:

04/24/2025

Map

tion for your map.



Salazar, Robert

From: Bobelak, Barbara
Sent: Thursday, June 19, 2025 6:28 AM
To: Salazar, Robert
Subject: RE: Special Event - Chalk It Up Date Change

I'm good with the change.

From: Salazar, Robert <RSalazar@cityofnsb.com>
Sent: Wednesday, June 18, 2025 1:59 PM
To: Helms, William <whelms@cityofnsb.com>; Wiech, Donald <dwiech@cityofnsb.com>; Doster, Stephanie <SDoster@cityofnsb.com>; Mysicka, Yvette <ymysicka@cityofnsb.com>; Haverly, John <jhaverly@cityofnsb.com>; Bobelak, Barbara <bbobelak@cityofnsb.com>
Cc: Fitzgerald, Michelle <MFitzgerald@cityofnsb.com>
Subject: Special Event - Chalk It Up Date Change

All,

To deconflict with Art Fiesta for 2026, I have spoken with the organizer for Chalk It Up. Previously, Chalk It Up was being planned for Saturday, Feb. 21, 2026 but that is the same date as Art Fiesta. The organizer is good with moving the event to the next weekend, Saturday, Feb. 28th. I have attached the special event application for reference.

Just want to run it by everyone in advance to make sure this is good; this is scheduled for the commission meeting on July 8th and I would like to keep it on that date if possible.

Please review and provide any input you may have.

Thanks!

Robert Salazar, CPRE, MPA
Leisure Services Director
City of New Smyrna Beach
201 N. Myrtle Avenue
New Smyrna Beach, FL 32168
Office (386) 410-2890
rsalazar@cityofnsb.com
www.cityofnsb.com

Salazar, Robert

From: Mysicka, Yvette
Sent: Thursday, June 19, 2025 5:49 AM
To: Salazar, Robert; Helms, William; Wiech, Donald; Doster, Stephanie; Haverly, John; Bobelak, Barbara
Cc: Fitzgerald, Michelle
Subject: RE: Special Event - Chalk It Up Date Change

The building department is good with it.

Yvette Mysicka
Permit Tech Supervisor
Building Department
214 Sams Ave
New Smyrna Beach, FL 32168
Phone: (386) 410-2860
Email: ymysicka@cityofnsb.com

From: Salazar, Robert <RSalazar@cityofnsb.com>
Sent: Wednesday, June 18, 2025 1:59 PM
To: Helms, William <whelms@cityofnsb.com>; Wiech, Donald <dwiech@cityofnsb.com>; Doster, Stephanie <SDoster@cityofnsb.com>; Mysicka, Yvette <ymysicka@cityofnsb.com>; Haverly, John <jhaverly@cityofnsb.com>; Bobelak, Barbara <bbobelak@cityofnsb.com>
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Office (386) 410-2890
rsalazar@cityofnsb.com
www.cityofnsb.com

Salazar, Robert

From: Wiech, Donald
Sent: Wednesday, June 18, 2025 2:02 PM
To: Salazar, Robert; Helms, William; Doster, Stephanie; Mysicka, Yvette; Haverly, John; Bobelak, Barbara
Cc: Fitzgerald, Michelle
Subject: Re: Special Event - Chalk It Up Date Change

Good by me.

Donald R Wiech
Fire Marshal FM-50
New Smyrna Beach Fire Department
1400 State Route 44
New Smyrna Beach, FL. 32168
Office: 386-402-7631
Mobile: 386-895-1051
dwiech@cityofnsb.com
www.cityofnsb.com
@NSB_FireMarshal

From: Salazar, Robert <RSalazar@cityofnsb.com>
Sent: Wednesday, June 18, 2025 1:59:27 PM
To: Helms, William <whelms@cityofnsb.com>; Wiech, Donald <dwiech@cityofnsb.com>; Doster, Stephanie <SDoster@cityofnsb.com>; Mysicka, Yvette <ymysicka@cityofnsb.com>; Haverly, John <jhaverly@cityofnsb.com>; Bobelak, Barbara <bbobelak@cityofnsb.com>
Cc: Fitzgerald, Michelle <MFitzgerald@cityofnsb.com>
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Salazar, Robert

From: Helms, William
Sent: Thursday, June 19, 2025 8:59 AM
To: Salazar, Robert; Wiech, Donald; Doster, Stephanie; Mysicka, Yvette; Haverly, John; Bobelak, Barbara
Cc: Fitzgerald, Michelle
Subject: RE: Special Event - Chalk It Up Date Change

No issues from PD. However, organizer will need to change the date for the officer through Off Duty Management.

Thank you,

Sergeant William Helms #1572
Special Operations Supervisor
New Smyrna Beach Police Department
246 Industrial Park Avenue
New Smyrna Beach, FL 32168
Office: (386) 424-2297
Whelms@cityofnsb.com
www.cityofnsb.com

From: Salazar, Robert <RSalazar@cityofnsb.com>
Sent: Wednesday, June 18, 2025 1:59 PM
To: Helms, William <whelms@cityofnsb.com>; Wiech, Donald <dwiech@cityofnsb.com>; Doster, Stephanie <SDoster@cityofnsb.com>; Mysicka, Yvette <ymysicka@cityofnsb.com>; Haverly, John <jhaverly@cityofnsb.com>; Bobelak, Barbara <bbobelak@cityofnsb.com>
Cc: Fitzgerald, Michelle <MFitzgerald@cityofnsb.com>
Subject: Special Event - Chalk It Up Date Change

All,

To deconflict with Art Fiesta for 2026, I have spoken with the organizer for Chalk It Up. Previously, Chalk It Up was being planned for Saturday, Feb. 21, 2026 but that is the same date as Art Fiesta. The organizer is good with moving the event to the next weekend, Saturday, Feb. 28th. I have attached the special event application for reference.

Just want to run it by everyone in advance to make sure this is good; this is scheduled for the commission meeting on July 8th and I would like to keep it on that date if possible.

Please review and provide any input you may have.

Thanks!

Salazar, Robert

From: Haverly, John
Sent: Monday, June 23, 2025 10:58 AM
To: Helms, William; Salazar, Robert; Wiech, Donald; Doster, Stephanie; Mysicka, Yvette; Bobelak, Barbara
Cc: Fitzgerald, Michelle
Subject: Re: Special Event - Chalk It Up Date Change

No problem from the Public Works Department

Get Outlook for iOS

From: Helms, William <whelms@cityofnsb.com>
Sent: Thursday, June 19, 2025 8:58:56 AM
To: Salazar, Robert <RSalazar@cityofnsb.com>; Wiech, Donald <dwiech@cityofnsb.com>; Doster, Stephanie <SDoster@cityofnsb.com>; Mysicka, Yvette <ymysicka@cityofnsb.com>; Haverly, John <jhaverly@cityofnsb.com>; Bobelak, Barbara <bbobelak@cityofnsb.com>
Cc: Fitzgerald, Michelle <MFitzgerald@cityofnsb.com>
Subject: RE: Special Event - Chalk It Up Date Change

No issues from PD. However, organizer will need to change the date for the officer through Off Duty Management.

Thank you,

Sergeant William Helms #1572
Special Operations Supervisor
New Smyrna Beach Police Department
246 Industrial Park Avenue
New Smyrna Beach, FL 32168
Office: (386) 424-2297
Whelms@cityofnsb.com
www.cityofnsb.com

From: Salazar, Robert <RSalazar@cityofnsb.com>
Sent: Wednesday, June 18, 2025 1:59 PM
To: Helms, William <whelms@cityofnsb.com>; Wiech, Donald <dwiech@cityofnsb.com>; Doster, Stephanie <SDoster@cityofnsb.com>; Mysicka, Yvette <ymysicka@cityofnsb.com>; Haverly, John <jhaverly@cityofnsb.com>; Bobelak, Barbara <bbobelak@cityofnsb.com>
Cc: Fitzgerald, Michelle <MFitzgerald@cityofnsb.com>
Subject: Special Event - Chalk It Up Date Change

Salazar, Robert

From: Doster, Stephanie
Sent: Monday, June 23, 2025 11:56 AM
To: Salazar, Robert
Cc: Fitzgerald, Michelle
Subject: RE: Special Event - Chalk It Up Date Change

No issue with the changes from me. Thanks.

Stephanie Doster
Planning Manager
City of New Smyrna Beach
214 Sams Avenue
New Smyrna Beach, FL 32168
Office: (386) 410-2834
Cell: (386) 378-1877
www.cityofnsb.com

From: Salazar, Robert <RSalazar@cityofnsb.com>
Sent: Wednesday, June 18, 2025 1:59 PM
To: Helms, William <whelms@cityofnsb.com>; Wiech, Donald <dwiech@cityofnsb.com>; Doster, Stephanie <SDoster@cityofnsb.com>; Mysicka, Yvette <ymysicka@cityofnsb.com>; Haverly, John <jhaverly@cityofnsb.com>; Bobelak, Barbara <bbobelak@cityofnsb.com>
Cc: Fitzgerald, Michelle <MFitzgerald@cityofnsb.com>
Subject: Special Event - Chalk It Up Date Change

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Just want to run it by everyone in advance to make sure this is good; this is scheduled for the commission meeting on July 8th and I would like to keep it on that date if possible.

Please review and provide any input you may have.

Thanks!

Robert Salazar, CPRE, MPA
Leisure Services Director

City of New Smyrna Beach
201 N. Myrtle Avenue
New Smyrna Beach, FL 32168
Office (386) 410-2890
rsalazar@cityofnsb.com
www.cityofnsb.com



THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE 5TH ANNUAL MERMAIDS, PIRATES AND SEAFOOD OH MY 2026 EVENT, TO BE HELD ON SATURDAY, FEBRUARY 28, 2026.

July 8, 2025

Background:

For the Love of Shopping requests approval to present their 5th Annual Mermaids, Pirates and Seafood Oh My Event, to be held on Saturday February 28, 2026 at the Marine Discovery Center. Event retail participants will consist of artisans, crafters and local businesses. The event will be held from 10am until 3pm. Setup will be 8am until 10am, with event break down from 3pm until 4:30pm. There is no entry fee for the public to attend this event, with an anticipated 800 attendees. This event has not been held in New Smyrna Beach previously. The event entertainment will consist of performers walking around dressed as Mermaids and Pirates, additionally music will be playing through a sound system. This event will not have alcohol sales. The event may have up to 86 vendor canopies (10 x 10). The Fire Department will provide fire safety inspections to all food truck vendors. There will be two Port-O-Lets provided for public use. Private security for the event will be provided by the organizer.

Findings:

Staff recommends the approval of the 5th Annual Mermaids, Pirates and Seafood oh My 2026 Event, to be held on Saturday, February 28, 2026.

Fiscal Analysis:

The following permit and event fees will be collected by the city:

Building Dept Major Event Permit Fee: $319.30

Leisure Services Major Event Fee: $532.50

Strategic Plan Item:

No

Staff Report Created By: Darryl Pierce - Administrative Specialist III

Attachments:

Annl Mermaids-Pirates-Seafood Oh My Feb 28 2026.pdf

City of New Smyrna Beach

Special Event Application Follow-Up Form

Name of Event: 5th Annual Mermaids + Pirates + Seafood Oh My!

Event Date: Feb 28, 2026

Contact Information: Jennifer Atkison

Brief Event Description: Mermaid + Pirate theme craft event at MDC

Staff Reviewed:

Name (Signature)	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	5/28/25
John Haverly	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	5/21/25
	Planning & Dev.	386-410-2800	sdoster@cityofnsb.com	5/20/25
	Fire Department	386-402-7631	DWiech slane@cityofnsb.com	5/20/25
Sgt. W. Helms	Police Department	386-424-2297	whelms@cityofnsb.com	5/22/25
Barbara Bobelak	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	5/20/25
	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	5/20/25

Conditions of Approval:

***Note: All Requirements and payments must be met 72 hours prior to the event or event will be cancelled**

PD- Need site plan
Building Dept. - Major Event Permit
LS Major Special Event

Banner Request: Yes ☐ No ☑ **Entered into RecTrac** _____ **Agenda Item Complete** _____

Road Closures:

N/A

City Commission Approval Required? Yes ☑ No ☐ **City Event?** Yes ☐ No ☑

Special Event Application

Form Submission ID: 21443546
Submission Date/Time: 05/06/2025 at 2:19 pm
Form Status: New
Patron Email Address: FORTHELOVEOFSHOPPINGFL@GMAIL.COM
Household: #2415 Name: JENNIFER ATKISON

CITY OF NEW SMYRNA BEACH SPECIAL EVENT APPLICATION

SPECIAL EVENTS: A Special Event is an event which, by itself or in conjunction with other events occurring during the same time (such as during a community wide event), is likely to have an impact on the community, including but not limited to factors such as traffic, noise, or other aspects of public health, safety and welfare. Special Events must be approved in advance by the City Commission at which time staff will make their recommendation. Application for Special Events must be submitted at least thirty (30) days in advance of the requested event. This application is not a permit to conduct a special event.

Name of Event

5th Annual Mermaids & Pirates & Seafood, Oh my!

Name of Producer and/or Promoter

For the Love of Shopping, LLC

Type of Organization

For-Profit

Address

1426 Harnden Rd W

City

Port Orange

State

Florida

Zip Code

32129

Work Phone

(407)227-1008

Home Phone

(386)795-1694

Fax

don't have one

Special Event Application

Website

www.fortheloveofshopping.net

Billing Information:

Is the party responsible for billing the same as above?

Yes

If no, please provide the proper information below.

Name

Address

EVENT INFORMATION:

Date(s) Requested

February 28, 2026

Location of Event

Marine Discovery Center

Description of Event

Mermaid and Pirate themed craft and vendor event

Site Plans are required and must include: Pedestrian AccessParking and Vehicular AccessLocation of Port-O-Lets (if any)Dumpsters and/or Trash CansNumber and Location of Vendor Display Areas Venue/Stage (if any)TentsBarricades/Cones Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for a minimum of $1,000,000 must be provided no later than five days prior to the scheduled event. Proof of insurance is required for all events if applicable.

Will an admission fee be charged at or prior to the event?

No

Will fees be collected on-site before/during the event?

No

Event Date:

02/28/2026

Event Start Time:

10:00 am

Special Event Application

Event End Time:

03:00 pm

Set Up Start Time:

08:00 am

Setup End Time:

10:00 am

Breakdown Start Time:

03:00 pm

Breakdown End Time:

04:30 pm

Alternative Date:

How will the general public be notified about a cancellation/ postponement of the event?

Social media, emails, newsletter

Anticipated number of attendees?

800

Have you held this event in the City of New Smyrna Beach previously?

No

If yes, when?

Have you held this event in another city?

Yes

If yes, list location(s):

Port Orange Riverwalk Park and Flagler Fairgrounds

Will the special event require the use of watercraft for competition, servicing, maintenance, safety, or any other reason?

No

NOTE: Temporary buoys and markers may be placed with approval from the U.S. Coast Guard. Also, water rescue and lifesaving personnel and equipment shall be on-duty and prepared to act to protect competitors and spectators during all competition and practice.

Special Event Application

Will the special event involve the use of aircraft?

No

NOTE: All aircraft flight operations shall conform to FAA regulations and meet minimum pilot qualifications for the given type of operation intended. Also, all operators of any type of aircraft being used shall provide the city with a certificate of insurance coverage. Insurance coverage shall provide liability insurance protection for the City in the amount of not less than $1,000,000 per person for bodily injury or death, $2,000,000 per occurrence of death, and $500,000 per occurrence for property damage, naming the City of New Smyrna Beach as â€œadditionally insured.â€•

Will the special event involve the use of motorcycles?

No

<b> ENTERTAINMENT: </B>

Will there be entertainment?

Yes

If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.

We will have entertainers walking around dressed as Mermaids and Pirates

Will you be using a sound system?

Yes

NOTE: The Cityâ€™s Ordinances regarding noise must be complied with during the event, or receive City Commission approval to generate excessive noise outside the accepted hours.

Name of Contractor

Type of System:

Speaker playing music

Sound Start Time:

Sound End Time:

Will there be carnival games and/or rides?

No

If yes, please describe the types of games and/or rides.

Name of Contractor

Special Event Application

Proof of insurance is required for all carnival games and rides. The City must be listed as additionally insured on the insurance policy.

Insurance Company

Policy Number

<B> SPECIAL EFFECTS: </B>

Will there be any special effects used?

No

Type of Effects:

Effect Time: Date:_____Start:____a.m./p.m. End: _____a.m./p.m.

Location of Special Effects

Effects Producer/Company Name

Address

Phone Number

Fax Number

Proof of insurance is required for all special events.

Insurance Company

Policy Number

NOTE: A permit from the New Smyrna Beach Fire Department will be required.

Special Event Application

<b> PARADES: </B>

Will this be considered a parade?

No

If yes, complete below.

How many will participate?

0

Plan of route attached?

No

Parade Time: Date:____Start:____a.m./p.m. End:____a.m./p.m.

Breakdown: Date:____Start:____a.m./p.m. End:____a.m./p.m.

<b> PROPOSED RETAIL SALES: </B>

Will there be any retail sales?

Yes

If yes, complete below.

How many vendor locations do you hope to accomodate?

90

Type of vending (including number of each): Clothing, Food/Beverage, Jewelry, Other (describe)

We will have have artisans, crafters and local businesses. No list of vendors as the event isn't until 2026

Special Event Application

PROPOSED SPONSORS: </B>

Will there be any sponsors?

Yes

If yes, complete below.

How many commercial sponsors with on-site visibility do you anticipate (including product sampling, giveaways, exhibits, and advertising)

We are hoping to have at least 4 sponsors.

ALCOHOLIC BEVERAGES/LIQUOR LIABILITY:

Will alcoholic beverages be dispensed, provided, or served?

No

If yes, complete below.

Name of organization licensed to sell alcohol at the event:

Limit of liquor liability coverage, if required, will not be less than $500,000.

The organization hosting the event is:

PROMOTION: </B>

At what level will the event be promoted?

Local

What type of publicity will be used?

Newspaper,Radio,Internet

Telephone number to be released for public information

4072271008

Special Event Application

<b> SIGNS: </B>

Will you be using signs at your event?

Yes

How many signs and what dimensions?

5-6 18x24 yard signs

Will you use temporary structures?

Yes

How many tents exceeding 120 square feet or greater?

0

Tent locations and sizes must be included on the site plan.

We will have at the most 86 10x10 canopies

List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?

<b> TRAFFIC AND PARKING: </B>

Will normal traffic patterns be altered by the event?

No

Will there be any road closures?

No

If yes, City Commission approval will be required.

If yes, list road name(s):

Will public parking areas, streets, sidewalks, etc., be restricted or obstructed?

No

Special Event Application

PORT-O-LETS & SANITATION:

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

2 along with the restrooms there

The location of the Port-O-Lets must be included on the site plan.RECOMMENDATION: One toilet is recommended for every 300 people attending an event. If public toilets are not available at the event site, one ADA accessible toilet is required for the first 300 people, and a minimum of 5% of the restrooms must be ADA accessible. If there is a beer/ alcohol being served at the event, the recommended ratio for toilets per is 1:150 people. Existing park toilets count towards the toilet per anticipated attendee ratio. If dumpster service is needed it is required that refuse service be provided through the Cityâ€™s Public Works Department. The dumpster service, fee schedule, and information pertaining to recycling can be obtained by contacting the Public Works Department at 386-424-2212. Payment arrangements should be made prior to the event though the Public Works Department. Trash receptacles and recycling containers are to be provided by the applicant and must be located not only on event grounds, but in parking areas as well. Event grounds must be completely cleared of trash and all receptacles removed by the end of the event and is the sole responsibility of the applicant.

I acknowledge the above Port-O-Lets & Sanitation requirements:

yes

SECURITY/EMERGENCY FIRE/MEDICAL SERVICES:

What are your plans for providing security at the event?

We will have our own security

The New Smyrna Beach Police and Fire Department will evaluate the events security measures to determine if the measures are sufficient to run a safe event. The New Smyrna Beach Police and Fire Department reserve the right to require additional security measures.There will be a minimum requirement of five (5) business days to evaluate the event requirements.NOTE: All events held on City/Public property require the use of City Police and Fire personnel if additional security measures are required.

CONFIRMATION:

Event Contact Information: Please provide the name of the contact person who will be available on-site at all times. Depending on the length of the event, this may require several people. Please list the contact person for each period of time. (Please Print)

Contact Name & Phone Number (1):

Jennifer Atkison 407-227-1008

Contact Name & Phone Number (2):

Mary Grant 386-214-2934

I understand that this is an application only and does not obligate the City in any fashion to reserve any facility or approve any event.

Printed Name:

Jennifer Atkison

Date:

05/06/2025


Former NSB High School Campus
Food trucks
Porta potty
Barracuda Blvd
Vendor Parking
100
Amphitheater
Porch 8 foot table spots
Marine Discovery Center
Recently viewed
8x8 spots
500
Event Parking
179
Quay Assisi Ct
Google
Imagery ©2025 Airbus, Maxar Technologies, Map data ©2025 Google
United States
Terms
Privacy

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

CONSIDER THE APPROVAL OF A REAL ESTATE PURCHASE AGREEMENT FOR A TURNBULL CREEK CONSERVATION PROPERTY OWNED BY TAD AND CRYSTAL JOHNSTON.

July 8, 2025

Background:

As part of the Turnbull Creek Master Plan and in an effort to meet the objectives of the 2018 $15 million Bond Referendum to acquire conservation properties within the Turnbull Creek Study area, Staff has negotiated and is presenting the attached Purchase Agreement for consideration. The proposed property is owned by Tad and Crystal Johnston and is located in the southeast quadrant of Doster Drive and Corbin Park Road, on the southeast side of unimproved Doster Drive, 475 feet northeast of Corbin Park Road in unincorporated Volusia County (see attached map). The property is comprised of a total of 2.75 acres. Mr. and Mrs. Johnston are requesting a purchase price of $150,000.00. The City had 2 appraisals completed on the property. The first was from Heffington Appraisal of Daytona Beach whose total appraisal is $149,000.00. The second appraisal was provided by Ronald Crouse of Edgewater, Florida whose total appraised value is $120,000.00. The average of the two appraisals is $134,500.00. This value is slightly below the $150,00.00 purchase price.

Staff recommends approval. At its June 16, 2025, meeting, the Turnbull Committee recommended approval of this purchase.

Fiscal Analysis:

Funds will come from Turnbull Land Acquisition Bond proceeds.

Strategic Plan Item:

Yes

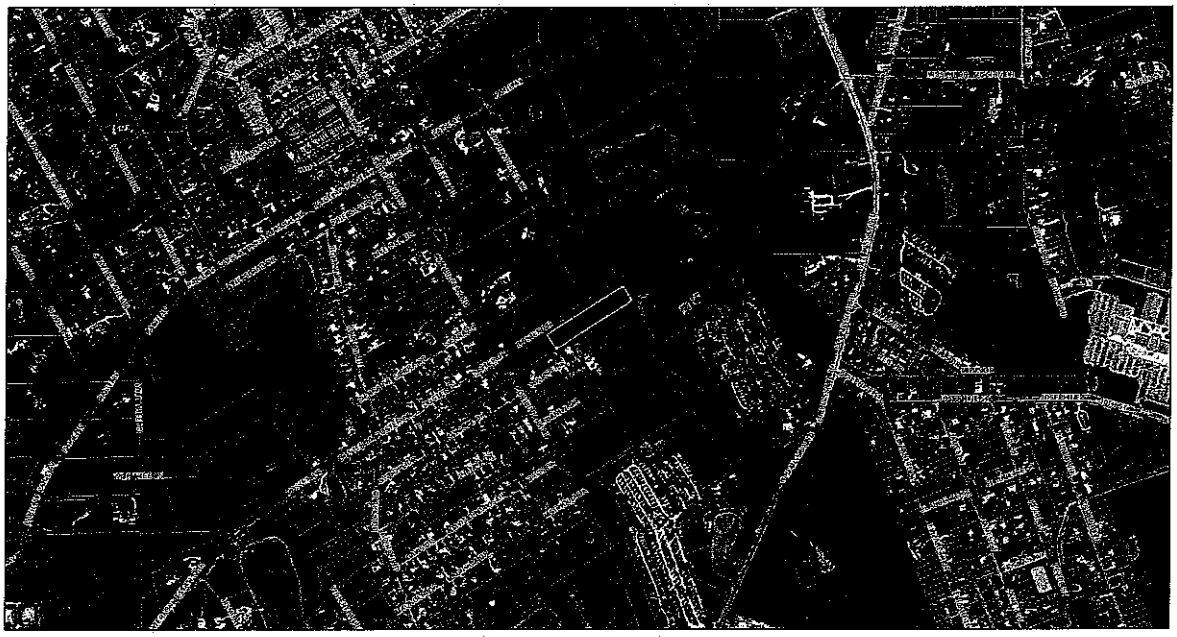
Staff Report Created By: Ron Neibert - Assistant City Manager

Attachments:

JohnstonMap-04162024092406.pdf
Johnston Appraisal Crouse.pdf
Johnston Appraisal Report-2.75 Acres Doster Dr New Smyrna Beach Heffington.pdf
johnston contract2-02242025131043.pdf

SUBJECT LOCATION MAP

Volusia County Property Appraiser



1/22/2024, 9:33:06 PM

1:9,028

Parcel | Parcel Text | Water Bodies

Streets | Water Body Names | County Boundary

0 0.1 0.2 0.4 mi

0 0.15 0.3 0.6 km

State of Florida, Maxar

ArcGIS Web AppBuilder
VCPA 2021

RESTRICTED APPRAISAL REPORT

2.75 ACRES VACANT LAND

TAX PARCEL # 7344-03-00-0440
LOCATED ON THE EAST SIDE OF DOSTER DRIVE

NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA 32168

PREPARED FOR

RON NEIBET

ASSISTANT CITY MANAGER

CITY OF NEW SMYRNA BEACH

DOSTER DR

NEW SMYRNA BEACH, FL 32168

DATE OF INSPECTION – DECEMBER 25, 2023

DATE OF VALUE – DECEMBER 25, 2023

DATE OF REPORT – JANUARY 19, 2024

PREPARED BY

RONALD S. CROUSE, ASA, CRA, IFAS

STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER RZ670

POMEROY PA APPRAISAL ASSOCIATES OF FLORIDA, INC.
Real Estate Appraisers — Consultants
600 N. RIDGEWOOD AVE., SUITE A, EDGEWATER, FL 32132 • TEL. 386-423-5110 • FAX 386-423-3066

January 19, 2024

Ron Neibert
Assistant City Manager
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32168

Re: Restricted Appraisal Report of vacant land Parcel # 7344-03-00-0440
located on Doster Dr, Volusia County FL 32168.
PAA File # 224.005

Dear Mr. Neibert:

In accordance with your request, I submit to you this Restricted Appraisal Report. The purpose of the appraisal is to estimate the market value "As Is" of the above-cited property.

This letter of transmittal is followed by the certification of the appraisal and the narrative appraisal report. Any data not contained in the report is retained in our file memorandum.

Particular attention is directed to the Underlying Assumptions and Limiting Conditions section of this report.

Summary of Value

Estimated "As Is" Value of Subject Property - **$120,000**

(As Vacant Land Only)

Thank you for the privilege of serving you.

Sincerely,

Ronald S. Crouse, ASA, CRA, IFAS
State-certified general real estate appraiser RZ670

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1) The statements of fact contained in this report are true and correct.

2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, unbiased professional analyses, opinions, and conclusions.

3) I have no present or prospective interest in the property that is the subject of this report and I have no personal interest with respect to the parties involved; any specified interest or bias has not affected the impartiality of my opinions and conclusions.

4) My compensation for this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

5) My engagement in this assignment was not contingent upon developing or reporting predetermined results, requested minimum valuation, a specific valuation, or the approval of a loan.

6) My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics of the Appraisal Institute and the American Society of Appraisers

7) I have made a personal inspection of the property that is the subject of this report.

8) Mickey W. Smith, State-Certified General Real Estate Appraiser #RZ2364 helped in the data collection and analysis for this report.

9) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

10) The use of this report is subject to the requirements of the Appraisal Institute and the American Society of Appraisers relating to review by its duly authorized representatives.

11) I have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report, within the three-year period immediately preceding acceptance of this assignment.



Ronald S. Crouse, ASA, CRA, IFAS
State-certified general real estate appraiser RZ670

SUMMARY OF SIGNIFICANT CONCLUSIONS	
Location	East Side of Doster Dr, New Smyrna Beach, Volusia County, Florida, 32168.
Tax ID Account #	7344-03-00-0440
Legal Description	I LOTS 44 TO 47 INC CORBIN PARK SUB NO 3 MB 23 PG 146 PER OR 4470 PG 2503 PER OR 5450 PG 0623 PER OR 5831 PGS 1335-1336 PER OR 7858 PG 1393
Ownership	JOHNSTON TAD D & JOHNSTON CRYSTAL G
Type of Property	Vacant Land fully wooded
Site Size	Rectangular parcel contains 2.75 ± acres Per Volusia County Property Appraiser. No survey was supplied to the appraiser. All figures were estimated by on line sources. The National Wetlands Inventory Map indicates that around 1.5 acres of the site is within wetland classification PSS3Ad see addendum for details.
Site Improvements	None Included
Improvements	None Included
Easements & Encroachments	None known that affects market value.
Current Assessment	$43,313 per (VCPA)
Current Taxes	$249.83 (VCPA)
Zoning / Future Land Use	It is zoned R-4 Urban single Family and RC Resource Corridor by Volusia County and Future Land use is ESC – Environmental Systems Corridor. No zoning information was supplied to the client. Zoning and Future Land Use were estimated from public records.
Highest & Best Use Vacant	Some type of residential use as allowed by zoning, planning regulations, any environmental constraints and demand by the market.
As Improved	N/A
Marketing/Exposure Period	12 to 24 months
Intended User	City of New Smyrna Beach
Date of Value	December 25, 2023
"As Is" Market Value	**$120,000** (As Vacant Land Only)

RESTRICTED APPRAISAL REPORT

This is a Restricted Use Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it does not present discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

CLIENT: City of New Smyrna Beach

APPRAISER: Ronald S. Crouse, ASA, CRA, IFAS
State Certified General Real Estate Appraiser RZ670

SUBJECT: East Side of Doster Dr, New Smyrna Beach, Volusia County, Florida, 32168.Tax ID Account # 7344-03-00-0440

PURPOSE OF APPRAISAL: To estimate the market value as defined by the Office of the Comptroller of the Currency under F 12, Part 34, Subpart C.

INTENDED USE OF REPORT: For the sole purpose of assisting the client in establishing a market value for the subject property for internal matters of the client.

INTEREST VALUED: Market value of the subject property in Fee Simple Estate.

EFFECTIVE DATE OF VALUE: December 25, 2023

DATE OF INSPECTION: December 25, 2023

DATE OF REPORT: January 19, 2024

MARKETABILITY: The subject site is compatible with the neighborhood, and demand for this type property is average in this location.

Marketing Period – Exposure Time

"Marketing Period" is defined as follows:

The most probable amount of time necessary to expose a property, in its entirety, to the open market in order to achieve a sale. Implicit in this definition are the following characteristics.

- The property will be actively exposed and aggressively marketed to potential purchasers through marketing channels commonly used by sellers of similar type properties.

- The property will be offered at a price reflecting the most probable mark-up over the market value used by sellers of similar type properties.

- A sale will be consummated under the terms and conditions of the definition of market value.

"Exposure Time" is defined as follows:

Exposure time is a "retrospective" opinion, looking back (from the effective date) to the beginning of the "hypothetical" process of selling the asset, so that the sale would have been consummated on the "effective date" of appraisal.

We estimate the subject property should sell after a marketing effort of approximately 12 to 24 months at or near the appraised value. It is our opinion that a 12-to-24-month exposure time is adequate for the subject property.

REAL ESTATE APPRAISED: Tax identification Account Number 7344-03-00-0440.

OWNERSHIP AND SALES HISTORY: According to the tax records, the subject property is under the ownership of JOHNSTON TAD D & JOHNSTON CRYSTAL G. There has been one recorded arm's length transaction in the last five years. 05/29/2020 price $70,000.

ZONING: REFER TO SUMMARY OF SIGNIFICANT CONCLUSIONS

IMMEDIATE NEIGHBORHOOD DATA: The neighborhood is growing, especially in the residential areas; the interior residential areas are around 70-80% built out although land is still available to the west. Westward expansion of the city, including west of I-95, has brought increasing demand for conveniently located commercial support services. Land along State Road 44 is well situated to meet this need. We expect the neighborhood; especially its residential, commercial and service uses will continue to be in demand.

SITE DESCRIPTION

Location: The subject is located East side of Doster Road which intersects with Corbin Park Road with access to State Road. No improved access is provided to the site except for a dirt path drive. This road links with a paved section of this same road around 500± feet to the west which leads to an existing subdivision. It is our assumption the site would be accessible for residential development.

Size/Shape: The topography generally level to rolling and 100% wooded. The site is a rectangular parcel and contains 2.75 ± acres Per Volusia County Property Appraiser. No survey was supplied to the appraiser. All figures were estimated by on line sources.

Utilities: There are currently no utilities connected to the site. All available services would need to be run to the site. On site utilizes are typical in the area and this is not believed to impact the sites marketability.

Access: It appears that the section of Doster Road where the subject is located is an undeveloped road.

Wetlands: The National Wetlands Inventory Map indicates that around 1.5 acres of the site is within wetland classification PSS3Ad (see addendum for details).

IMPROVEMENTS: None

HIGHEST AND BEST USE: The Highest and Best Use as vacant would be for some type of residential use as allowed by zoning, planning regulations, any environmental constraints and demand by the market. (Report makes the general assumption that the site can be improved)

APPRAISAL SCOPE, DEVELOPMENT AND REPORTING PROCESS: This Restricted Appraisal Report is based on market data that has been used in estimating a value conclusion for the subject property.

In conducting the appraisal assignment, the appraiser first collected preliminary public record search data and made an initial search of available market sales, trends, and

influences. A physical inspection of the subject property was made. The appraiser is not an expert in matters of pest control, structural engineering, hazardous waste, survey, or title matters, and no expertise or warranty is implied in these or other areas.

The appraiser has also relied upon secondary data sources such as public records, real estate brokers, etc., and primary data collected by the appraiser. To the extent possible, this data has been confirmed by the participants in the market or public records information. The most applicable and/or comparable information has been used in our analysis as deemed essential to support our value conclusions. The elements considered in our analysis were the market value of the Fee Simple Estate.

In developing this appraisal an attempt was made to locate properties that are similar in appeal, size, with similar development potential thereby reflecting the least amount of variances. The appraiser narrowed his search to the sales that best reflect the elements of the subject property. Sometimes, in the research process, it becomes necessary to expand the search parameters. We searched for sales of similar type parcels in the city of New Smyrna Beach and surrounding area. We identified several sales and the most reliable were used in our analysis to estimate of value for the overall subject property as vacant.

The sales utilized in this report are considered the most similar and the most reliable value indicators at time of appraisal.

The approach used in estimating the market value of the subject property was the Sales Comparison Approach. This restricted Appraisal Report sets forth only the appraiser's conclusions. Supporting documentation is retained in the appraiser's file.

To estimate the market value of the subject property as vacant

RELATIVE COMPARISON METHOD OF ANALYSIS:

A qualitative technique for analyzing comparable sales; used to estimate whether the characteristics of a comparable property are inferior, superior, or equal to those of the subject property. Relative comparison analysis is similar to paired data analysis, but quantitative adjustments are not derived. This was the method used for the analysis of the subject property.

RELATIVE COMPARISON:

Property Rights

The subject property was appraised according to property rights known as fee simple estate. The exact definition is included in this report. Fee simple estate infers absolute ownership unencumbered by any other interest of estate; subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. All of the comparable properties were sold in fee simple, and so no adjustments were required for this

aspect of ownership.

Financing Terms

Sale prices for identical properties can differ due to influences of different financing arrangements. Below market interest rates tend to increase sale prices, while interest rates above market can result in decreased sale prices. The subject property was appraised on a cash equivalent basis; so, all comparables should reflect cash equivalent sales prices. All of the comparable properties that were verified were sold for cash, or were considered cash equivalent, and no adjustments were necessary.

Conditions of Sale

Conditions of sale refer to the motivations of the buyer and seller, and whether the sale was an "arm's-length transaction" or not. Sale prices can be influenced because the parties are related to one another through business or family. Also, prices can be lower than market because the seller needs cash in a hurry, or prices can be higher because a developer may need a site as an assemblage. The motivations of the buyers and sellers of the comparable properties used in this analysis were questioned during the verification process for each sale.

Market Conditions

The market conditions adjustment relates to the economic conditions of the market at the time of the comparable sale compared to market conditions at the effective date of the appraisal. Changes in market conditions may be caused by fluctuation in supply and demand, interest rates, inflation or deflation, and overall economic factors. The real estate market for this type property appears to be stabilizing. However, sales that closed prior to the date of 6/23 will receive an adjustment for time as warranted.

Other Elements

All other differences that are considered to impact value in comparison with the sales to the subject will be addressed in a short narrative format to help the reader understand the process and need for the adjustments.

ADJUSTMENTS

SALE 1 - $1.80 per square foot. This is the sale of a generally similar vacant parcel of land. It is located in the same neighborhood as the subject lot. This sale is generally similar to the subject in all respects, except for:

Access: The subject is located on an undeveloped platted road which would require the owner to pay for at least the minimum level of access requirements allowed by planning and zoning.

All sales are located along existing roads. This factor required all sales to receive a minus adjustment.

Wetlands: The National Wetlands Inventory Map indicates that around 1.5 acres of the site is within wetland classification PSS3Ad (see addendum for details).

Sale 1 has some wetlands (smaller percentage than subject) and an adjustment was made.

Overall, this sale's index price is felt to be higher than what the subject should expect.

SALE 2 - $1.21 per square foot. This is the sale of a generally similar vacant parcel of land. This sale is generally similar to the subject in all respects, except for:

Access: The subject is located on an undeveloped platted road which would require the owner to pay for at least the minimum level of access allowed by planning and zoning.
All sales are located along existing roads. This factor required all sales to receive a minus adjustment.

Wetlands: The National Wetlands Inventory Map indicates that around 1.5 acres of the site is within wetland classification PSS3Ad (see addendum for details).

Sale 2 has no waste or wetlands and warranted a minus adjustment.

Topography: The subject is partially cleared. Sale 3 is almost entirely cleared and would require minimal if any additional clearing prior to development.

Overall, this sale's index price is felt to be lower than what the subject should expect.

SALE 3 - $1.32 per square foot. This is the sale of a generally similar vacant parcel of land. This sale is generally similar to the subject in all respects, except for:

Access: The subject is located on an undeveloped platted road which would require the owner to pay for at least the minimum level of access allowed by planning and zoning.
All sales are located along existing roads. This factor required all sales to receive a minus adjustment.

Topography: Sale 3 is almost entirely wooded.

Wetlands: The National Wetlands Inventory Map indicates that around 1.5 acres of the site is within wetland classification PSS3Ad (see addendum for details).

Sale 3 has no waste or wetlands and warranted a minus adjustment.

Overall, this sale's index price would be near to what the subject should expect.

INDICATED LAND VALUE BY THE SALES COMPARISON APPROACH

Varying degrees of emphasis were placed on all sales. Based on our analysis we conclude that the estimated value of the subject as vacant land is $1.00 per square foot. Resulting in the following valuation for the subject property:

119,790 s.f. @ $1.00 / s.f. = **$120,000 (R)**

RECONCILIATION OF VALUE INDICATIONS AND FINAL VALUE ESTIMATE

The Sales Comparison Approach was utilized in valuing the land. Therefore, based on the foregoing facts, the fair market value of the subject property, land only, as of the date of valuation, is estimated to be **$120,000.**

SUBJECT LOCATION MAP

Volusia County Property Appraiser



1/22/2024, 9:33:06 PM

Parcel
Streets
Parcel Text
Water Body Names
Water Bodies
County Boundary

1:9,028

0 0.1 0.2 0.4 mi
0 0.15 0.3 0.6 km

State of Florida, Maxar

ArcGIS Web AppBuilder
VCPA 2021

AERIAL OF SUBJECT PROPERTY

Volusia County Property Appraiser



1/22/2024, 9:34:49 PM

Parcel
Streets
Parcel Text
Water Body Names
Water Bodies
County Boundary

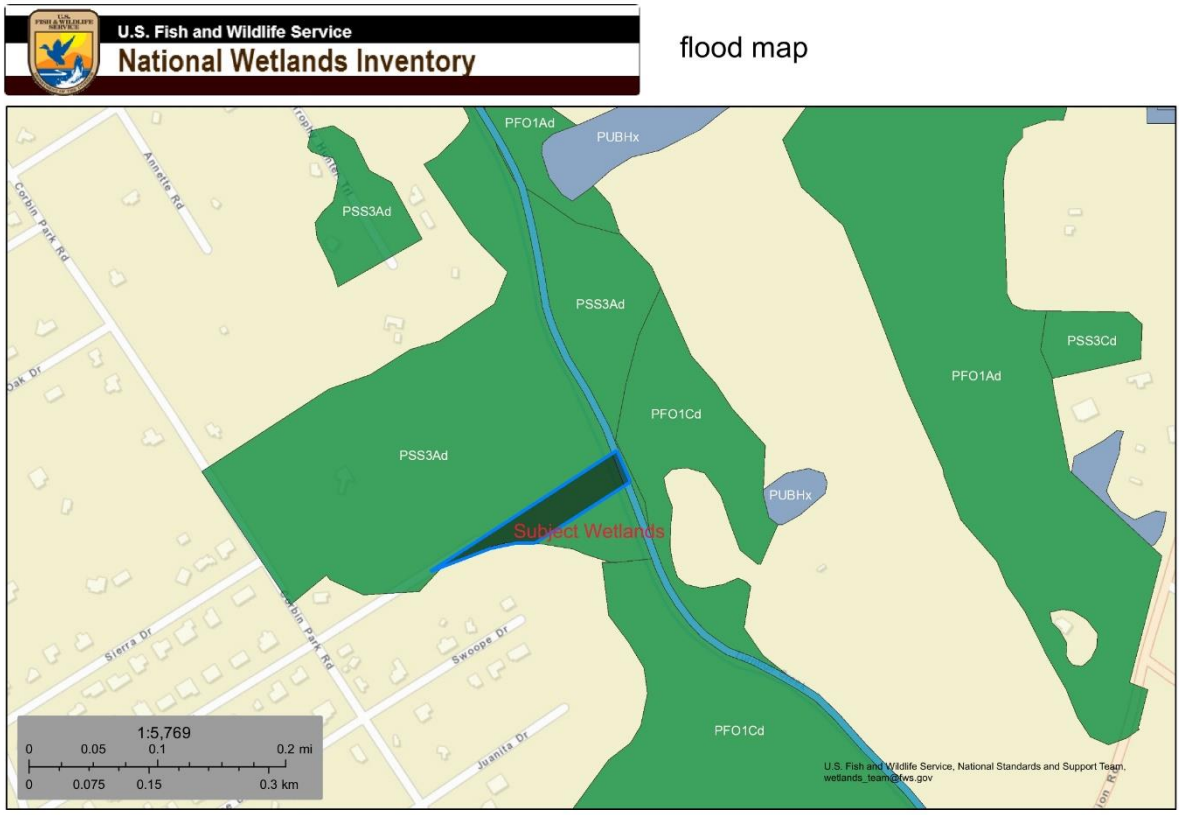
1:1,128

0 0.01 0.02 0.04 mi
0 0.02 0.04 0.07 km

State of Florida, Maxar, Microsoft

ArcGIS Web AppBuilder
VCPA 2021

WETLANDS MAP



January 23, 2024

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper

Subject Wetlands Classification code: PXX3Ad

Classification code: PSS3Ad

System Palustrine (P) : The Palustrine System includes all nontidal wetlands dominated by trees, shrubs, persistent emergents, emergent mosses or lichens, and all such wetlands that occur in tidal areas where salinity due to ocean-derived salts is below 0.5 ppt. It also includes wetlands lacking such vegetation, but with all of the following four characteristics: (1) area less than 8 ha (20 acres); (2) active wave-formed or bedrock shoreline features lacking; (3) water depth in the deepest part of basin less than 2.5 m (8.2 ft) at low water; and (4) salinity due to ocean-derived salts less than 0.5 ppt.

Class Scrub-Shrub (SS) : Includes areas dominated by woody vegetation less than 6 m (20 feet) tall. The species include true shrubs, young trees (saplings), and trees or shrubs that are small or stunted because of environmental conditions.

Subclass Broad-Leaved Evergreen (3) : Woody angiosperms (trees or shrubs) with relatively wide, flat leaves that generally remain green and are usually persistent for a year or more; e.g. red mangrove (Rhizophora mangle).

Water Regime Temporary Flooded (A) : Surface water is present for brief periods (from a few days to a few weeks) during the growing season, but the water table usually lies well below the ground surface for the most of the season.

Special Modifier Partially Drained/Ditched (d) : A partly drained wetland has been altered hydrologically, but soil moisture is still sufficient to support hydrophytes. Drained areas that can no longer support hydrophytes are not considered wetland. This Modifier is also used to identify wetlands containing, or connected to, ditches. The Partly Drained/Ditched Modifier can be applied even if the ditches are too small to delineate. The Excavated Modifier should be used to identify ditches that are large enough to delineate as separate features; however, the Partly Drained/Ditched. Modifier also should be applied to the wetland area affected by the ditching.

SALE 1

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

Property Summary

Alternate Key:	3732774
Parcel ID:	734306000873
Township-Range-Section:	17 - 33 - 43
Subdivision-Block-Lot:	06 - 00 - 0873
Business Name:	
Owner(s):	HOEGLER FRANK V - TE - Tenancy in the Entirety - 100% HOEGLER JILL ANNE - TE - Tenancy in the Entirety - 100%
Mailing Address On File:	4715 RIVERGLEN BLVD PONCE INLET FL 32127
Physical Address:	725 TROPHY HUNTER TR, NEW SMYRNA BEACH 32168
Building Count:	0
Neighborhood:	4458 - NAPIER & HULL MB 2 PG 42
Subdivision Name:	NAPIER & HULL GRANT
Property Use:	0000 - VACANT RES
Tax District:	600-UNINCORPORATED - SOUTHEAST
2022 Final Millage Rate:	18.3013
Homestead Property:	No
Agriculture Classification:	No
Short Description:	E 329.88 FT MEAS ON N/L & E 329.81 FT ON S/L OF THE S 330 FT OF THE N 639.58 FT OF DAUGHERTYS SUB NAPIER & HULL GRANT M B M PG 688 PER OR 1830 PG 1814 PER OR 8252 PG 3932

Property Values

Tax Year:	2023 Working	2022 Final	2021 Final
Valuation Method:	1-Market Oriented	1-Market Oriented	1-Market Oriented
Improvement Value:	Cost	Cost	Cost
Land Value:	$0	$0	$0
Just/Market Value:	$162,500	$90,000	$28,350
	$162,500	$90,000	$28,350

Working Tax Roll Values by Taxing Authority

Values shown below are the 2023 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2022 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority		Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017	CAPITAL IMPROVEMENT	$162,500	$162,500	$0	$162,500	1.5000	$243.75
0012	DISCRETIONARY	$162,500	$162,500	$0	$162,500	0.7480	$121.55
0011	REQ LOCAL EFFORT	$162,500	$162,500	$0	$162,500	3.2340	$525.53
0510	FIRE DISTRICT	$162,500	$162,500	$0	$162,500	3.8412	$624.20
0050	GENERAL FUND	$162,500	$162,500	$0	$162,500	4.8499	$788.11
0055	LIBRARY	$162,500	$162,500	$0	$162,500	0.4635	$75.32
0520	MOSQUITO CONTROL	$162,500	$162,500	$0	$162,500	0.1781	$28.94
0530	PONCE INLET PORT AUTHORITY	$162,500	$162,500	$0	$162,500	0.0760	$12.35
0053	PUBLIC SAFETY FUND	$162,500	$162,500	$0	$162,500	0.0000	$0.00

SALE 1

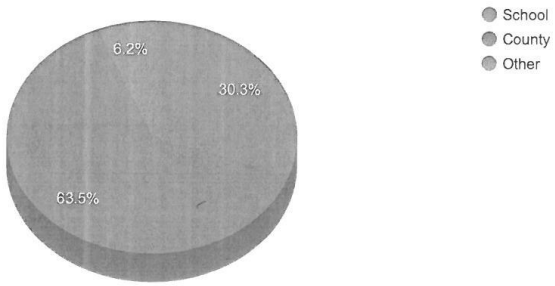
0310							
	VOLUSIA ECHO	$162,500	$162,500	$0	$162,500	0.2000	$32.50
0058							
	VOLUSIA FOREVER	$162,500	$162,500	$0	$162,500	0.2000	$32.50
0057							
	FLORIDA INLAND	$162,500	$162,500	$0	$162,500	0.0320	$5.20
0065	NAVIGATION DISTRICT						
	SOUTH EAST VOLUSIA	$162,500	$162,500	$0	$162,500	0.9017	$146.53
0120	HOSPITAL AUTHORITY						
	ST JOHN'S WATER	$162,500	$162,500	$0	$162,500	0.1974	$32.08
0060	MANAGEMENT DISTRICT						
						18.3013	$2,973.96

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount

Estimated Ad Valorem Tax:	$2,973.96
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$2,973.96**
Estimated Tax Amount without SOH/10CAP ⓘ	$2,973.96

Where your tax dollars are going:



Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2022	$90,000	$0	$90,000	$31,185	$0	$31,185	$0
2021	$28,350	$0	$28,350	$28,350	$0	$28,350	$0
2020	$28,350	$0	$28,350	$28,350	$0	$28,350	$0
2019	$28,350	$0	$28,350	$28,350	$0	$28,350	$0
2018	$28,350	$0	$28,350	$28,350	$0	$28,350	$0
2017	$28,350	$0	$28,350	$27,225	$0	$27,225	$0
2016	$24,750	$0	$24,750	$24,750	$0	$24,750	$0
2015	$24,750	$0	$24,750	$24,750	$0	$24,750	$0
2014	$24,750	$0	$24,750	$24,750	$0	$24,750	$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0016-VAC UNPVD 2 - 4.99 AC	N	A-ACRE		2.5000				65,000	$162,500
								Total Land Value:		$162,500

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value

SALE 1

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.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/Unqualified	Vacant/Improved	Sale Price
8252 / 3932	2022113661	05/12/2022	WD-WARRANTY DEED	QUALIFIED	VACANT	$190,000
1830 / 1814		04/15/1976	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$8,500

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.

Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
E 329.88 FT MEAS ON N/L & E 329.81 FT ON S/L OF THE S 330 FT OF THE N 639.58 FT OF DAUGHERTYS SUB NAPIER & HULL GRANT MB M PG 688 PER OR 1830 PG 1814 PER OR 8252 PG 3932	600	17 - 33 - 43	06 - 00 - 0873	01-JAN-82

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

Date	Number	Description	Amount

SALE 1

Volusia County Property Appraiser



7/10/2023, 9:41:14 PM

Parcel
Override 1
Streets
Parcel Text
Cities
NEW SMYRNA BEACH
Water Body Names
Water Bodies
County Boundary

1:2,257

0 0.03 0.05 0.1 mi
0 0.04 0.07 0.15 km

State of Florida, Maxar, Microsoft

ArcGIS Web AppBuilder
VCPA 2021

SALE 2

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

Property Summary

Alternate Key:	3709616
Parcel ID:	731406060010
Township-Range-Section:	17 - 33 - 14
Subdivision-Block-Lot:	06 - 06 - 0010
Business Name:	
Owner(s):	DEVER TRAVOUS TR - TR - Trust - 100% TRAVOUS DEVER REV TRUST 02-09-2023 - TR - Trust - 100%
Mailing Address On File:	2585 PIONEER TRL NEW SMYRNA BEACH FL 32168
Physical Address:	2565 PIONEER TR, NEW SMYRNA BEACH 32168
Building Count:	0
Neighborhood:	4082 - PIONEER/WILLIAMS
Subdivision Name:	
Property Use:	0000 - VACANT RES
Tax District:	600-UNINCORPORATED - SOUTHEAST
2022 Final Millage Rate:	18.3013
Homestead Property:	No
Agriculture Classification:	No
Short Description:	14-17-33 LOTS 1 THRU 3 BLK F & LOTS 1 THRU 3 BLK A & ADJ VAC W 1/2 ALBERTA ST & ADJ VAC MILDRED ST MANNING SUB SW 1/4 OF NW 1/4 MB 9 PG 118 PER OR 4671 PGS 3145-3146 PER OR 6384 PG

Property Values

Tax Year:	2023 Working	2022 Final	2021 Final
Valuation Method:	1-Market Oriented	1-Market Oriented	1-Market Oriented
Improvement Value:	Cost	Cost	Cost
Land Value:	$0	$0	$0
Just/Market Value:	$88,995	$88,995	$86,063
	$88,995	$88,995	$86,063

Working Tax Roll Values by Taxing Authority

Values shown below are the 2023 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2022 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority		Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017	CAPITAL IMPROVEMENT	$88,995	$88,995	$0	$88,995	1.5000	$133.49
0012	DISCRETIONARY	$88,995	$88,995	$0	$88,995	0.7480	$66.57
0011	REQ LOCAL EFFORT	$88,995	$88,995	$0	$88,995	3.2340	$287.81
0510	FIRE DISTRICT	$88,995	$88,995	$0	$88,995	3.8412	$341.85
0050	GENERAL FUND	$88,995	$88,995	$0	$88,995	4.8499	$431.62
0055	LIBRARY	$88,995	$88,995	$0	$88,995	0.4635	$41.25
0520	MOSQUITO CONTROL	$88,995	$88,995	$0	$88,995	0.1781	$15.85
0530	PONCE INLET PORT AUTHORITY	$88,995	$88,995	$0	$88,995	0.0760	$6.76
0053	PUBLIC SAFETY FUND	$88,995	$88,995	$0	$88,995	0.0000	$0.00

SALE 2

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

Property Summary

Alternate Key:	3709632
Parcel ID:	731406070040
Township-Range-Section:	17 - 33 - 14
Subdivision-Block-Lot:	06 - 07 - 0040
Business Name:	
Owner(s):	DEVER TRAVOUS TR - TR - Trust - 100% TRAVOUS DEVER REV TRUST 02-09-2023 - TR - Trust - 100%
Mailing Address On File:	2585 PIONEER TRL NEW SMYRNA BEACH FL 32168
Physical Address:	2585 PIONEER TR, NEW SMYRNA BEACH 32168
Building Count:	0
Neighborhood:	4082 - PIONEER/WILLIAMS
Subdivision Name:	
Property Use:	0000 - VACANT RES
Tax District:	600-UNINCORPORATED - SOUTHEAST
2022 Final Millage Rate:	18.3013
Homestead Property:	No
Agriculture Classification:	No
Short Description:	14-17-33 LOTS 4 TO 6 & LOTS 10 TO 12 BLK G MANNING SUB SW 1/ 4 OF NW 1/4 MB 9 PG 118 & ADJ E 1/2 VAC ALBERTA ST & ADJ VAC S 1/2 MILDRED ST PER OR 4671 PGS 3145-3146 PER OR 6384 PGS

Property Values

Tax Year:	2023 Working	2022 Final	2021 Final
Valuation Method:	1-Market Oriented	1-Market Oriented	1-Market Oriented
Improvement Value:	Cost	Cost	Cost
Land Value:	$0	$0	$0
Just/Market Value:	$69,462	$69,462	$65,025
	$69,462	$69,462	$65,025

Working Tax Roll Values by Taxing Authority

Values shown below are the 2023 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2022 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority		Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017	CAPITAL IMPROVEMENT	$69,462	$69,462	$0	$69,462	1.5000	$104.19
0012	DISCRETIONARY	$69,462	$69,462	$0	$69,462	0.7480	$51.96
0011	REQ LOCAL EFFORT	$69,462	$69,462	$0	$69,462	3.2340	$224.64
0510	FIRE DISTRICT	$69,462	$69,462	$0	$69,462	3.8412	$266.82
0050	GENERAL FUND	$69,462	$69,462	$0	$69,462	4.8499	$336.88
0055	LIBRARY	$69,462	$69,462	$0	$69,462	0.4635	$32.20
0520	MOSQUITO CONTROL	$69,462	$69,462	$0	$69,462	0.1781	$12.37
0530	PONCE INLET PORT AUTHORITY	$69,462	$69,462	$0	$69,462	0.0760	$5.28
0053	PUBLIC SAFETY FUND	$69,462	$69,462	$0	$69,462	0.0000	$0.00

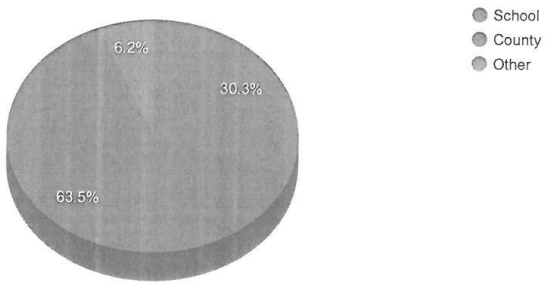
0310							
	VOLUSIA ECHO	$88,995	$88,995	$0	$88,995	0.2000	$17.80
0058							
	VOLUSIA FOREVER	$88,995	$88,995	$0	$88,995	0.2000	$17.80
0057							
	FLORIDA INLAND NAVIGATION DISTRICT	$88,995	$88,995	$0	$88,995	0.0320	$2.85
0065							
	SOUTH EAST VOLUSIA HOSPITAL AUTHORITY	$88,995	$88,995	$0	$88,995	0.9017	$80.25
0120							
	ST JOHN'S WATER MANAGEMENT DISTRICT	$88,995	$88,995	$0	$88,995	0.1974	$17.57
0060							
						18.3013	$1,628.72

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount

Estimated Ad Valorem Tax:	$1,628.72
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$1,628.72**
Estimated Tax Amount without SOH/10CAP ⓘ	$1,628.72

Where your tax dollars are going:



Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2022	$88,995	$0	$88,995	$74,716	$0	$74,716	$0
2021	$86,063	$0	$86,063	$67,924	$0	$67,924	$0
2020	$86,063	$0	$86,063	$61,749	$0	$61,749	$0
2019	$86,063	$0	$86,063	$56,135	$0	$56,135	$0
2018	$75,195	$0	$75,195	$51,032	$0	$51,032	$0
2017	$46,393	$0	$46,393	$46,393	$0	$46,393	$0
2016	$46,393	$0	$46,393	$46,393	$0	$46,393	$0
2015	$46,393	$0	$46,393	$46,393	$0	$46,393	$0
2014	$46,393	$0	$46,393	$46,393	$0	$46,393	$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0006-VAC PVD 1 - 1.99 AC	N	A-ACRE		1.3960				63,750	$88,995
									Total Land Value:	$88,995

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value

SALE 2

SALE 2

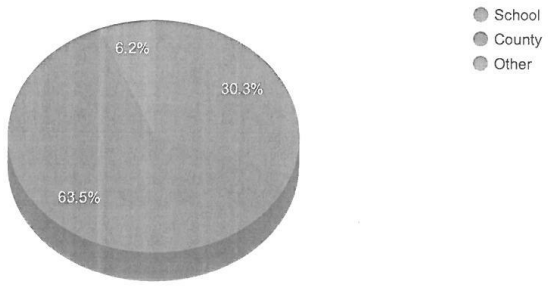
0310							
	VOLUSIA ECHO	$69,462	$69,462	$0	$69,462	0.2000	$13.89
0058							
	VOLUSIA FOREVER	$69,462	$69,462	$0	$69,462	0.2000	$13.89
0057							
	FLORIDA INLAND NAVIGATION DISTRICT	$69,462	$69,462	$0	$69,462	0.0320	$2.22
0065							
	SOUTH EAST VOLUSIA HOSPITAL AUTHORITY	$69,462	$69,462	$0	$69,462	0.9017	$62.63
0120							
	ST JOHN'S WATER MANAGEMENT DISTRICT	$69,462	$69,462	$0	$69,462	0.1974	$13.71
0060							
						18.3013	$1,271.24

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount

Estimated Ad Valorem Tax:	$1,271.24
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$1,271.24**
Estimated Tax Amount without SOH/10CAP ⓘ	$1,271.24

Where your tax dollars are going:



Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2022	$69,462	$0	$69,462	$56,451	$0	$56,451	$0
2021	$65,025	$0	$65,025	$51,319	$0	$51,319	$0
2020	$65,025	$0	$65,025	$46,654	$0	$46,654	$0
2019	$65,025	$0	$65,025	$42,413	$0	$42,413	$0
2018	$56,814	$0	$56,814	$38,557	$0	$38,557	$0
2017	$35,052	$0	$35,052	$35,052	$0	$35,052	$0
2016	$35,052	$0	$35,052	$35,052	$0	$35,052	$0
2015	$35,052	$0	$35,052	$35,052	$0	$35,052	$0
2014	$35,052	$0	$35,052	$35,052	$0	$35,052	$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0006-VAC PVD 1 - 1.99 AC	N	A-ACRE		1.0896				63,750	$69,462
									Total Land Value:	$69,462

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value

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.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/Unqualified	Vacant/Improved	Sale Price
8366 / 3381	2023026892	02/09/2023	WD-WARRANTY DEED	MULTI-PARCEL	VACANT	$100
8284 / 4088	2022167476	07/14/2022	WD-WARRANTY DEED	MULTI-PARCEL	VACANT	$127,000
8203 / 4826	2022035637	02/03/2022	WD-WARRANTY DEED	MULTI-PARCEL	VACANT	$120,000
6466 / 1574	2010068193	02/25/2010	DC-DEATH CERTIFICATE	UNQUALIFIED	VACANT	$100
6384 / 3885	2009147677	08/05/2009	TR-TRUSTEE'S DEED	MULTI-PARCEL	VACANT	$100
4671 / 3145	2001074566	03/15/2001	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$10
4511 / 0065	2000003140	01/15/2000	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$64,900
3931 / 1512		06/15/1994	PR-vcpa pr	UNQUALIFIED	VACANT	$100
3886 / 0524		12/15/1993	PR-vcpa pr	UNQUALIFIED	VACANT	$100
2876 / 0427		08/15/1986	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$107,000

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.

Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
14-17-33 LOTS 4 TO 6 & LOTS 10 TO 12 BLK G MANNING SUB SW 1/4 OF NW 1/4 MB 9 PG 118 & ADJ E 1/2 VAC ALBERTA ST & ADJ VAC S 1/2 MILDRED ST PER OR 4671 PGS 3145-3146 PER OR 6384 PGS 3885-3887 INC PER OR 6466 PG 1474 PER OR 8203 PG 4826 PER OR 8284 PG 4088 PER OR 8366 PG 3381	600	17 - 33 - 14	06 - 07 - 0040	01-JAN-82

Permit Summary

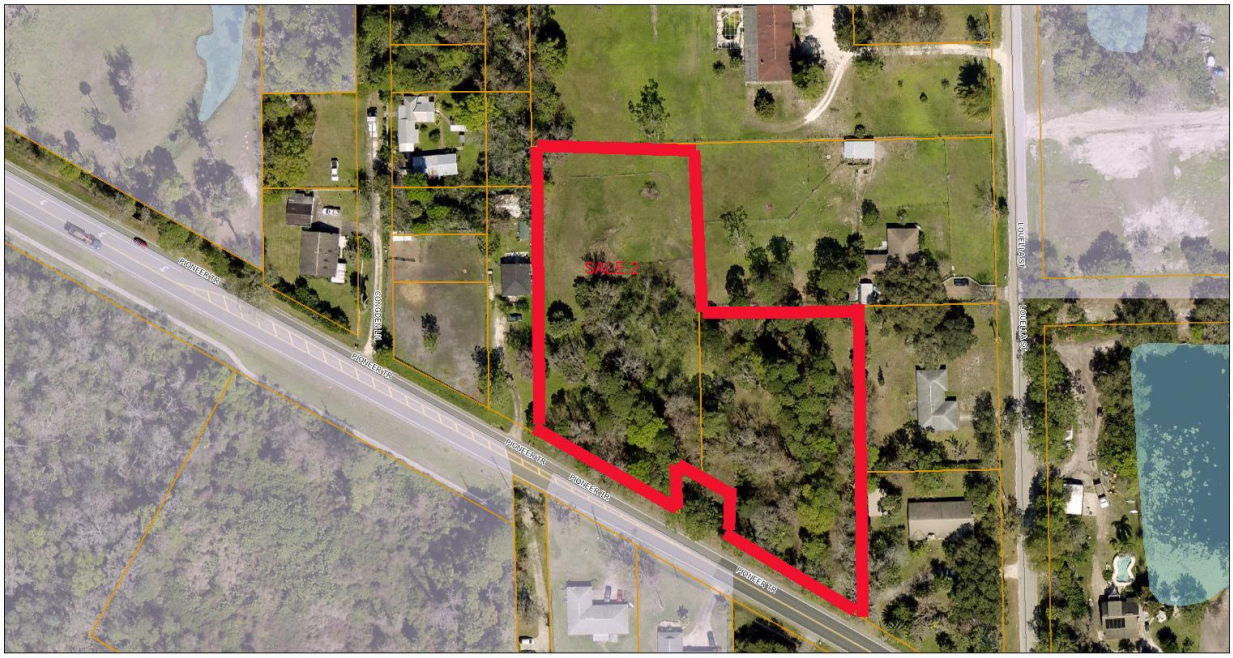
NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

Date	Number	Description	Amount

SALE 2

SALE 2

Volusia County Property Appraiser



7/10/2023, 10:21:47 PM

Parcel
Override 1
Streets
Parcel Text
Cities
NEW SMYRNA BEACH
Water Body Names
Water Bodies
County Boundary

1:1,128

0 0.01 0.02 0.04 mi

0 0.02 0.04 0.07 km

State of Florida, Maxar, Microsoft

ArcGIS Web AppBuilder
VCPA 2021

SALE 3

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

Property Summary

Alternate Key:	3698053
Parcel ID:	730300030028
Township-Range-Section:	17 - 33 - 03
Subdivision-Block-Lot:	00 - 03 - 0028
Business Name:	
Owner(s):	CASAGNI JOHN JAMES JR - TE - Tenancy in the Entirety - 100% CASAGNI KIMBERLEY SUE - TE - Tenancy in the Entirety - 100%
Mailing Address On File:	1545 LEWIS LN NEW SMYRNA BEACH FL 32168
Physical Address:	1545 LEWIS LN, NEW SMYRNA BEACH 32168
Building Count:	1
Neighborhood:	4002 - SEC 34 TWP 16S RNG 33E PT
Subdivision Name:	
Property Use:	0100 - SINGLE FAMILY
Tax District:	600-UNINCORPORATED - SOUTHEAST
2022 Final Millage Rate:	18.3013
Homestead Property:	Yes
Agriculture Classification:	No
Short Description:	3 17 33 N 660 FT OF E 215 FT OF W 545 FT OF U S GOVT LOT 3 E XC N 687 FT PER OR 4065 PGS 3008-3009 PER OR 5616 PGS 0502-0 503 PER OR 7235 PG 1640 PER OR 7399 PG 1250 PER OR 7528 PG 2

Property Values

Tax Year:	2023 Working	2022 Final	2021 Final
Valuation Method:	1-Market Oriented	1-Market Oriented	1-Market Oriented
Improvement Value:	Cost	Cost	Cost
Land Value:	$469,803	$0	$0
Just/Market Value:	$100,425	$90,350	$90,350
	$570,228	$90,350	$90,350

Working Tax Roll Values by Taxing Authority

Values shown below are the 2023 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2022 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority		Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017	CAPITAL IMPROVEMENT	$570,228	$537,573	$25,000	$512,573	1.5000	$768.86
0012	DISCRETIONARY	$570,228	$537,573	$25,000	$512,573	0.7480	$383.40
0011	REQ LOCAL EFFORT	$570,228	$537,573	$25,000	$512,573	3.2340	$1,657.66
0510	FIRE DISTRICT	$570,228	$537,573	$50,000	$487,573	3.8412	$1,872.87
0050	GENERAL FUND	$570,228	$537,573	$50,000	$487,573	4.8499	$2,364.68
0055	LIBRARY	$570,228	$537,573	$50,000	$487,573	0.4635	$225.99
0520	MOSQUITO CONTROL	$570,228	$537,573	$50,000	$487,573	0.1781	$86.84
0530	PONCE INLET PORT AUTHORITY	$570,228	$537,573	$50,000	$487,573	0.0760	$37.06
0053	PUBLIC SAFETY FUND	$570,228	$537,573	$50,000	$487,573	0.0000	$0.00

SALE 3

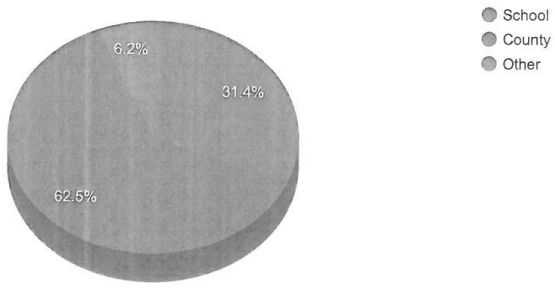
0310							
	VOLUSIA ECHO	$570,228	$537,573	$50,000	$487,573	0.2000	$97.51
0058							
	VOLUSIA FOREVER	$570,228	$537,573	$50,000	$487,573	0.2000	$97.51
0057							
	FLORIDA INLAND NAVIGATION DISTRICT	$570,228	$537,573	$50,000	$487,573	0.0320	$15.60
0065							
	SOUTH EAST VOLUSIA HOSPITAL AUTHORITY	$570,228	$537,573	$50,000	$487,573	0.9017	$439.64
0120							
	ST JOHN'S WATER MANAGEMENT DISTRICT	$570,228	$537,573	$50,000	$487,573	0.1974	$96.25
0060							
						18.3013	$9,060.27

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount

Estimated Ad Valorem Tax:	$9,060.27
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$9,060.27**
Estimated Tax Amount without SOH/10CAP ⓘ	$10,435.91

Where your tax dollars are going:



Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2022	$90,350	$0	$90,350	$90,350	$0	$90,350	$0
2021	$90,350	$0	$90,350	$70,785	$0	$70,785	$0
2020	$90,350	$0	$90,350	$64,350	$0	$64,350	$0
2019	$58,500	$0	$58,500	$58,500	$0	$58,500	$0
2018	$70,688	$0	$70,688	$70,688	$0	$70,688	$0
2017	$73,288	$0	$73,288	$73,288	$0	$73,288	$0
2016	$65,000	$0	$65,000	$65,000	$0	$65,000	$0
2015	$68,250	$0	$68,250	$68,250	$0	$68,250	$0
2014	$68,250	$0	$68,250	$64,707	$0	$64,707	$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0116-IMP UNPVD 2 - 4.99 AC	N	A-ACRE		3.2500				30,900	$100,425
									Total Land Value:	$100,425

Building(s) - Residential

Card (Bldg) #: 1

Style: RN - RANCH, **# Stories:** 1 **2 Fixture**

SALE 3

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/Unqualified	Vacant/Improved	Sale Price
8034 / 3159	2021093290	04/21/2021	WD-WARRANTY DEED	QUALIFIED	VACANT	$176,000
7528 / 0255	2018067233	03/27/2018	QC-QUIT CLAIM DEED		VACANT	$100
7399 / 1250	2017097733	05/15/2017	WD-WARRANTY DEED	QUALIFIED	VACANT	$79,000
7235 / 1640	2016057694	03/30/2016	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$55,000
5616 / 502	2005208503	07/14/2005	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$150,000
4065 / 3008	1995199248	12/15/1995	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$41,000
1624 / 0330		06/15/1974	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$7,500

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.

Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
3 17 33 N 660 FT OF E 215 FT OF W 545 FT OF U S GOVT LOT 3 EXC N 687 FT PER OR 4065 PGS 3008-3009 PER OR 5616 PGS 0502-0503 PER OR 7235 PG 1640 PER OR 7399 PG 1250 PER OR 7528 PG 255 PER OR 8034 PG 3159	600	17 - 33 - 03	00 - 03 - 0028	31-DEC-81

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

Date	Number	Description	Amount
12/14/2021	POOLR-0225-2021	INGROUND CONCRETE SWIMMING POOL WITH SCREEN ENCLOSURE	$57,700
10/08/2021	BLDR-2411-2021	SFR WITH GARAGE AND COVERED PORCHES	$250,000

SALE 3

Volusia County Property Appraiser



7/10/2023, 10:27:28 PM

Parcel
Override 1
Streets
Parcel Text
Cities
NEW SMYRNA BEACH
Water Body Names
Water Bodies
County Boundary

1:2,257

0 0.03 0.05 0.1 mi
0 0.04 0.07 0.15 km

State of Florida, Maxar, Microsoft

ArcGIS Web AppBuilder
VCPA 2021

ASSUMPTIONS AND LIMITING CONDITIONS

Type of Report:
This is a Restricted Appraisal Report, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2 of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it does not include discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

Legal Matters:
The legal description used in this report is assumed to be correct, but it may not necessarily have been confirmed by survey. No responsibility is assumed in connection with a survey or for encroachments or overlapping or other discrepancies that might be revealed thereby. Any sketches included in the report are only for the purpose of aiding the reader in visualizing the property and are not necessarily a result of a survey.

Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described, and that there is no encroachment or trespass unless otherwise stated in this report.

No responsibility is assumed for an opinion of legal nature, such as to ownership of the property or condition of title.

The appraisers assume the title to the property to be marketable; that, unless stated to the contrary, the property is appraised as an unencumbered fee, which is not used in violation of acceptable ordinances, statutes or other governmental regulations.

Unapparent Conditions:
The appraisers assume that there are no hidden or unapparent conditions of the property, subsoil or structures, which would render it more or less valuable than otherwise comparable property. The appraisers are not experts in determining the presence or absence of hazardous substance, defined as all hazardous or toxic materials, waste, pollutants or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) used in construction or otherwise present on the property.

The appraisers assume no responsibility for the studies or analysis, which would be required to conclude the presence or absence of such substances or for loss as a result of the presence of such substances. The client is urged to retain an expert in this field, if desired. The value estimate is based on the assumption that the subject property is not so affected.

Information and Data:
Information and opinions furnished to the appraisers and contained in the report were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the appraisers can be assumed by the appraisers.

Any engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

All mortgages, liens, encumbrances, and servitudes have been disregarded unless so specified within the appraisal report. The subject property is appraised as though under responsible ownership and competent management.

Zoning and Licenses:
It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconforming use has been stated, defined, and considered in the valuation.

It is assumed that the subject property complies with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the valuation.

It is assumed that the information relating to the location of or existence of public utilities, which has been obtained through a verbal inquiry from the appropriate utility authority, or has been ascertained from visual evidence, is correct. No warranty has been made regarding the exact location or capacities of public utility systems.

It is assumed that all licenses, consents, or other legislative or administrative authority from local, state, or national governmental or private entity or organization have been, or can be,

obtained or renewed for any use on which the value estimate contained in the valuation report is based.

The appraisers will not be required to give testimony or appear in court due to preparing the appraisal with reference to the subject property in question, unless prior arrangements have been made.

Possession of the report does not carry with it the right of publication. Out-of-context quoting from or partial reprinting of this appraisal report is not authorized. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of media for public communication without the prior written consent of the appraisers signing this appraisal report.

The authentic copies of this report are bound with a clear cover, which reveals the company name, Pomeroy Appraisal Associates of Florida, Inc. Any copy that does not have this cover or original signatures of the appraisers is unauthorized and may have been altered and is considered invalid.

Disclosure of the contents of this report is governed by the By-Laws and Regulations of the Appraisal Institute and the American Society of Appraisers. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers or the firm with which they are connected, or any reference to the Appraisal Institute or to the ASA) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without the prior written consent and approval of the author.

The distribution of the total valuation in this report, between land and improvements, is applicable only as a part of the whole property. The land value, or the separate value of the improvements, must not be used in conjunction with any other appraisal or estimate and is invalid if so used.

No environmental or concurrency impact studies were either requested or made in conjunction with this appraisal report. The appraisers, thereby, reserve the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental or concurrency impact studies, research, or investigation.

The American with Disabilities Act (ADA) became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act.

If so, this fact could have a negative effect upon the value of the property. Since the appraisers have no direct evidence relating to this issue, possible noncompliance with the requirements of ADA in estimating the value of the property has not been considered.

An appraisal related to an estate in land that is less than the whole fee simple estate applies only to the fractional interest involved. The value of this fractional interest plus the value of all other fractional interests may or may not equal the value of the entire fee simple estate considered as a whole.

The appraisal report related to a geographical portion of a larger parcel is applied only to such geographical portion and should not be considered as applying with equal validity to other portions of the larger parcel or tract. The value for such geographical portions plus the value of all other geographical portions may or may not equal the value of the entire parcel or tract considered as an entity.

The appraisal is subject to any proposed improvements or additions being completed as set forth in the plans, specifications, and representations referred to in the report, and all work being performed in a good and workmanlike manner. The appraisal is further subject to the proposed improvements or additions being constructed in accordance with the regulations of the local, county, and state authorities. The plans, specifications, and representations referred to are an integral part of the appraisal report when new construction or new additions, renovations, refurbishing, or remodeling applies.

If this appraisal is used for mortgage loan purposes, the appraisers invite attention to the fact that (1) the equity cash requirements of the sponsor have not been analyzed, (2) the loan ratio has not been suggested, and (3) the amortization method and term have not been suggested.

The function of this report is <u>not</u> for use in conjunction with a syndication of real property. This report cannot be used for said purposes and, therefore, any use of this report relating to syndication activities is strictly prohibited and unauthorized. If such an unauthorized use of this report takes place, it is understood and agreed that Pomeroy Appraisal Associates of Florida, Inc. has no liability to the client and/or third parties.

Acceptance of and/or use of this appraisal report constitutes acceptance of the foregoing General Underlying Assumptions and General Limiting Conditions. The appraisers' duties, pursuant to the employment to make the appraisal, are complete upon delivery and acceptance of the appraisal report. However, any corrections or errors should be called to the attention of the appraisers within 60 days of the delivery of the report.

This report is intended for use only by the identified client and identified other known intended users stated within the cover letter. Use of this report by others is not intended by the appraiser.

IMPORTANT DEFINITIONS

Definition of Market Value:
The most probable price which a property should bring in a competitive and open market under all condition's requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well-informed or well-advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Market Value Comments: The factors of utility, scarcity, desire and effective purchasing power are apparent in the definition. The implication that buyer and seller are working under equal pressure is seldom completely true, although typical motivation for each does imply a reasonable balance for a market value transaction.

Market prices do not necessarily follow all of these concepts and are often affected by salesmanship and the urgency and need of the buyer and/or seller. The central difference between market price and market value lies in the premise of knowledge and willingness both of which are contemplated in market value, but maybe not in market price. Stated differently, at any given moment of time, market value denotes what a property is actually worth under certain specified conditions, while market price denotes what it actually sold for.

Probability of Value Change: The market value of the property appraised in the report is estimated as of the aforementioned date. Constantly changing economic, social, political and physical conditions have varying effects upon real property values. Even after the passage of a relatively short period of time, property values may change substantially and require a review of the appraisal and recertification.

Definition of Fee Simple Estate or Interest:
Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (The Dictionary of Real Estate Appraisal, Sixth Edition, by Appraisal Institute, 2015)

Definition of Highest and Best Use:
The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability. (The Dictionary of Real Estate Appraisal, Sixth Edition, by Appraisal Institute, 2015)

The definition immediately preceding applies specifically to the highest and best use of land and/or property. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may very well be concluded to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use.

Also implied is that the estimation of highest and best use results from judgment and analytical skill, i.e., that the use concluded from analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use represents the foundation on which market value rests. In the context of most probable selling price (market value), another appropriate term to reflect highest and best use would be most probable use. In the context of investment value, an alternative term would be most profitable use.

The highest and best use of both, land as though vacant and property as improved, must meet four criteria. The highest and best use must be (1) physically possible, (2) legally permissible, (3) financially feasible, and (4) maximally productive. These criteria are usually considered sequentially; a use may be physically possible, but this is irrelevant if it is feasiblely impossible or legally prohibited. Only when there is a reasonable possibility that one of the prior, unacceptable conditions can be changed is it appropriate to proceed with the analysis. If, for example, current zoning does not permit a potential highest and best use, but there is a possibility that the zoning can be changed, the proposed use can be considered on that basis. A full analysis may be included in the report when the conclusions are based on techniques applied to identify the highest and best use among two or more potential uses. (The Appraisal of Real Estate, 14th Edition by Appraisal Institute, 2013)

VALUE AS IS: The value of specific ownership rights to an identified parcel of real estate as of the effective date of the appraisal; relates to what physically exists and is legally permissible and excludes all assumptions concerning hypothetical market conditions or possible rezoning.

POMEROY PA **APPRAISAL ASSOCIATES OF FLORIDA, INC.**
Real Estate Appraisers — Consultants
600 N. RIDGEWOOD AVE., SUITE A, EDGEWATER, FL 32132 • TEL. 386-423-5110 • FAX 386-423-3066

RONALD S. CROUSE, ASA, CRA, IFAS

PRESIDENT POMEROY APPRAISAL ASSOCIATES OF FL. INC

CERTIFICATION AND LICENSES

Florida State-certified general real estate appraiser RZ670
Florida Real Estate Licensed Broker BL463693
FHA Approved Appraiser FLRZ670
VA Approved Appraiser #5005160
Green Qualified

PROFESSIONAL EXPERIENCE

1986 - Present	-	**Pomeroy Appraisal Associates of Fl. Inc.**
1985 – 1986	-	State of Florida Building Subcontractor
1976 – 1985	-	State of New York Building Contractor

EXPERT TESTIMONY

Has been qualified and presented testimony as an expert witness in Federal Bankruptcy Court of Orlando and Jacksonville, FL, United States District Court Middle District of Florida Orlando Division, and Circuit Court of Volusia, Seminole, and Brevard Counties.

PROFESSIONAL AFFILIATIONS

Designated - Member -Accredited Sr. Appraiser - American Society of Appraisers **(ASA)**
Designated - Member (**CRA**) - National Ass. of Review App. & Mort. Underwriters
Member of the International Right-of-Way Association
Candidate for Designation, Appraisal Institute
National Association of Realtors
Member IRWA
Member ARDA

REAL ESTATE RELATED EDUCATION

Required Appraisal Institute Courses for Appraiser Designation

AIREA - Principles Course
AIREA - Standards of Professional Practice Course
AIREA - Basic Valuation
AIREA - Capitalization Theory and Techniques, Part A
AIREA - Capitalization Theory and Techniques, Part B
AIREA - Case Studies in Real Estate Valuation
AIREA - Valuation Analysis and Report
AI - Highest and Best Use and Market Analysis
AI - Advanced Sales Comparison and Cost Approach

Additional Real Estate Courses

AI - Real Estate Finance Statistics and Valuation Modeling
AIREA - Residential Valuation
AIREA - Litigation Valuation
AIREA - Computer Assisted Investment Analysis
Architectural Drafting and Blueprint Reading Courses
Florida Real Estate Course #1
BITA - Home Inspection Course
Appraising Green Homes: Construction Methods and Trends
Appraising Green Homes: Valuation Techniques and Applications

Partial List of Seminars

Rates, Ratios and Reasonableness
Principles of Capitalization
Standards of Professional Practice, Part B
Understanding Limited App. & Rep. Options
USPAP/Law Update
Marshall and Swift Comm. Cost Est. Seminar
Standards of Professional Practice, Part C
IRWA Easement Valuation
Real Estate Appraisal Methods
Standards of Professional Practice, Part A
Business Valuation, Parts 1 and 2
The Appraisers Complete Review Seminar
Accrued Depreciation Seminar
Eminent Domain
Appraising 2 to 4-Family Residence
Business Practices and Ethics

PARTIAL LIST OF PROPERTY TYPES APPRAISED

Vacant Land:	Urban, rural, commercial, multi-family, industrial, planned development, residential, agricultural, and mixed use.
Improved Properties:	Residential, commercial, industrial, multi-family, shopping centers, planned developments, professional/medical office buildings, time share projects, and mixed use properties.
Special Use Properties:	Golf courses, marinas, billboards, railroad right-of-way, road right-of-way, and wetlands.
Partial Interest:	Leasehold/leased fee, utility easements, drainage easements, construction easements, eminent- domain valuations, land leases, and Limited Partnerships.
Review:	Review experience for FDOT, St. Johns Water Mgt. Brevard County Property Acquisition, Various Banks and Attorneys.
Litigation:	Ronald Crouse Has been qualified and presented testimony as an expert witness in Federal Bankruptcy Court of Orlando and Jacksonville, FL, United States District Court Middle District of Florida Orlando Division, and Circuit Court of Volusia, Seminole, and Brevard Counties.

Engaged full-time in professional appraisal and counseling services related to all types of real estate for a wide variety of clients, including Banks, local and state government agencies, attorneys, and private clients.

PARTIAL LIST OF CLIENTS - PAAFL

Government Agencies

St Johns Water Management
Division of State Lands, Trust for Public Lands
Florida Communities Trust
Florida Department of Environmental Protection
Seminole, Volusia, Brevard, Flagler, Lake Counties Various cities and municipalities
Florida Department of Transportation

Partial List of Lending Institutions

National Bank of Commerce
Reunion Bank
Seacoast Bank
Ameris Bank
Regions Bank
Wells Fargo
Iberia Bank
Suntrust Bank

RAIL CORRIDOR ASSIGNMENTS COMPLETED

- Rail assignment for the State of Arizona Department of Revenue in connection with a tax proceeding, involving all operating real estate owned by the Southern Pacific Railroad Company in that state.
- Assignment 81-mile rail corridor owned by CSXT for the Florida Department of Transportation. Highest and best use was for continued transportation corridor use.
- Assignment included the appraisal of a number of surplus parcels of real estate spread throughout the Twin Cities of Minneapolis and St. Paul.
- Assignment Florida East Coast Railway for the Florida Department of Revenue, beginning in Duval County and terminating in Dade, County.
- Assignment a 239± mile active rail corridor owned by (CP) Canadian Pacific Railroad for use in conjunction with its proposed abandonment. The right-of-way covered a six (6) county area, across the entire state of Maine, from Vanceboro to the Quebec border.
- Assisted Florida Power & Light Co. with lands of Florida East Coast Railroad.
- Assisted City of West Palm Beach, Florida, regarding FEC Railroad.
- Helped prepared a fiber-optics rental study of American Major Class I Railroads on behalf of Canadian Pacific Limited. Suppliers and users of railroad corridors, as well as alternative routes (i.e., pipelines, highways, transmission lines, etc.) were interviewed.
- OGT/Jacksonville - Baldwin Trail Extension, BA# 07-6522
  2.03± miles CSX Railroad, Duval & Nassau County
  Estimated Market Value using across-the-fence (ATF) method with consideration of Enhancement Factor.
- OGT/Alachua Rail Trail, BA# 04-5945B
  2.33± miles CSX Railroad Gainesville, Alachua County
  Estimated Market Value using across-the-fence (ATF) method with consideration of Enhancement Factor.
- OGT Brevard/Volusia Rail Trail, BA# 03-5663
  51± miles FEC Railroad, Brevard/Volusia County
  Estimated Market Value using ATF method with consideration of Enhancement Factor.
- Central Florida Commuter Rail
  61± miles CSX Railroad, Volusia, Seminole, Orange and Osceola Counties
  Estimated Market Value using ATF method with consideration of Enhancement Factor.
- Maitland Avenue Extension Various segments of railroad
  CSX Railroad, Orange County
  Estimated Market Value using ATF method with consideration of Enhancement Factor.
- Seminole County Rails to Trails
  5± miles CSX Railroad, Seminole County
  Estimated Market Value using ATF method with consideration of Enhancement Factor.
- Proposed Ludlum Greenway Trail
  6.2± miles FEC Railroad, Miami-Dade County
  Estimated Market Value using ATF method with consideration of Enhancement Factor.

APPRAISAL AND REVIEW EXPERIENCE:

Pomeroy Appraisal Associates has been doing Eminent Domain Appraisals for the last 30 years.

Sample of Major Eminent Domain projects by Mr. Crouse (Appraiser of Record):

Project	Client	Year	Attorney	No. of Parcels
Old Kings Road Widening, Palm Coast Flagler County	City of Palm Coast	current	N/A	40
Road Widening, SR 442 interchange with I-95 in Edgewater Volusia County	City of Edgewater	2016	Erin Wolfe	1
6.2-mile FEC Railroad Corridor Miami-Dade County	Trust for Public Lands	2014	N/A	N/A
Palm Coast Pkwy & Old Kings Road Flagler County	City of Palm Coast	2012	N/A	15+

Review Experience:
Sample of review work done for *FDOT*, SJWMD, etc. by Mr. Crouse (Appraiser of Record):

Project	Client	Year	Attorney	No. of Parcels
Multiple Parcels	SJRWM	Current	N/A	2
Multiple Parcels	SJRWM	2020	N/A	3
Multiple Parcels	SJRWM	2019	N/A	6
Multiple Parcels	SJRWM	2018	N/A	12
Widening of SR 417 in Oviedo Seminole County	Florida Turnpike Authority	2016	N/A	1
SR 15 (US 17) in Satsuma Putnam County	FDOT	2014	N/A	36
SR 313 St. Johns County	FDOT	2014	N/A	24

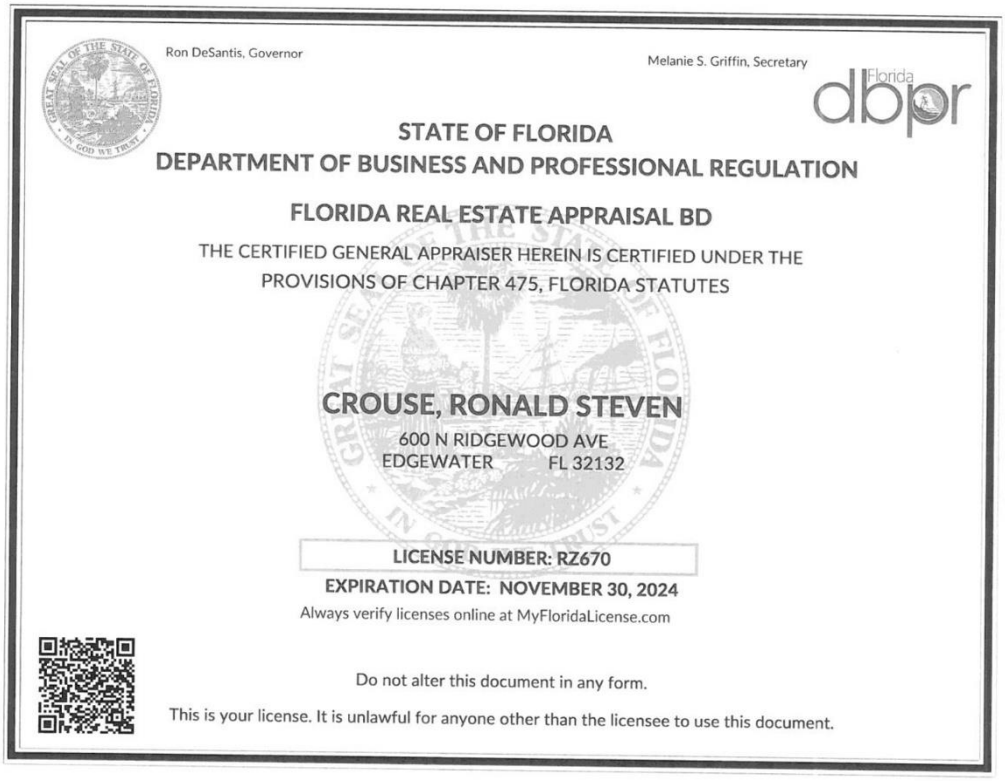
Sample of assignments completed years 2019 to present for local government agencies

Year	STREET	LOCATION	CLIENT	TYPE OF PROPERTY
2019	448 SHORES BLVD	ST AUGUSTINE	ST JOHNS CNTY	OLD FIRE STATION PROPERTY
2019	OLD MOULTRIE RD	ST AUGUSTINE	ST JOHNS CNTY	VACANT PARCEL
2019	2490 OLD MOULTRI ROAD	ST AUGUSTINE	ST JOHNS CNTY	VACANT PARCEL
2019	572 WASHINGTON ST	NSB	CITY OF NSB	SFR
2019	2375 OLD MOULTRIE ROAD	ST AUGUSTINE	ST JOHNS CNTY	VACANT PARCEL
2019	4190 SPRUCE CREEK ROAD	PORT ORANGE	CITY OF PORT ORANGE	RESTRICTED - SINGLE FAMILY
2019	VILANO ROAD	ST AUGUSTINE	ST JOHNS CNTY	VACANT WATERFRONT LAND
2019	EAST HAMPTON BLVD	PALM COAST	CITY OF PALM COAT	VACANT LAND-RESTRICTED
2019	BOOKER STREET	EDGEWATER	CITY OF EDGEWATER	VACANT LAND
2019	TECHNOLOGY BLVD	DAYTONA BCH	VOL CO SCHOOL BOARD	VACANT LAND
2019	401 TIMAQUAN TRAIL	EDGEWATER	CITY OF EDGEWATER	VACANT LAND
2019	EUCLID AVENUE	ST AUG BEACH	ST JOHNS CTY	VACANT LAND
2019	NSB AIRPORT	NSB	City of NSB -Airport	UPDATE 3 PARCELS
2019	WINTON CIRCLE	ST JOHNS CTY	ST JOHNS CTY	EASEMENT
2019	JUSTICE LANE	BUNNELL	FLAGLER COUNTY	VACANT LOT
2020	TURNBULL CREEK PARCELS	NSB	CITY OF NSB	PHASE 1 - MULTIPLE
2020	3641 S. RIDGEWOOD AVE	PORT ORANGE	CITY OF PORT ORANGE	OFFICE & LAND
2020	11 INDUSTRY DRIVE	PALM COAST	CITY OF PALM COAST	INDUSTRIAL LAND
2020	SR 16	ST. JOHNS COUNTY	ST. JOHNS CO.	VACANT PUD LAND
2020	111 PORPOISE POINT	ST. JOHNS COUNTY	ST. JOHNS CO.	DRAINAGE EASEMENT
2020	SR 16	ST. JOHNS COUNTY	ST. JOHNS CO.	VACANT LOT
2020	SR 44 & CR 4139	DELAND	VOL. CO. SCHOOL BOARD	VACANT LAND
2020	TURNBULL CREEK P# 95, 96, 109	NSB	CITY OF NSB	VACANT LAND
2020	405 PORPOISE POINT	ST. JOHNS COUNTY	ST. JOHNS CO.	DRAINAGE EASEMENT
2020	FLAGLER AV & WASHINGTON ST	NSB	CITY OF NSB	COMM BLDG & VACANT LAND
2020	31 JAROSZ STREET	PALM COAST	CITY OF PALM COAST	SFR
2020	214 COLUMBUS AVE	NSB	CITY OF NSB	SFR
2021	N DIXIE FREEWAY	NSB	CITY OF NSB	OFFICE BUILDING
2021	801 SOUTH STREET	NSB	CITY OF NSB	LAND LEASE
2021	ST. JOHNS AVE	HASTING SJC	ST. JOHNS COUNTY	VACANT LAND
2021	NOVA & BIG TREE	DAYTONA BEACH	VOLUSIA COUNTY SB	VACANT LAND
2021	AG CENTER DRIVE	ST. AUGUSTINE	ST. JOHNS COUNTY	SHOOTING RANGE
2021	1500 LEXINGTON AVE	DELAND	VOL CO SCHOOL BOARD	INDUSTRIAL PROPERTY
2021	4951 STATE ROAD 207	ST JOHNS COUNTY	ST. JOHNS COUNTY	VACANT RESIDENTIAL LOT
2021	124 INDUSTRIAL PARK AVE	NSB	CITY OF NSB	LAND ONLY

TRIAL EXPERIENCE:

Ronald S. Crouse, ASA CRA, IFAS

Mr. Crouse has considerable experience as an expert witness and has been qualified as an expert in Volusia, Brevard and Seminole counties as well as federal courts in Orlando and Jacksonville, Florida. He was the appraiser of record for Brevard County Beach Restoration project with the issue being public vs. private beach rights which is now used as case law on this subject. He is often involved in providing valuation testimony in divorce cases, deficiency judgments and other types of litigation. *The most recent trial Mr. Crouse had to testify at as an expert witness was the Road Widening of SR 442 interchange with I-95 in Edgewater, Volusia County.*



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

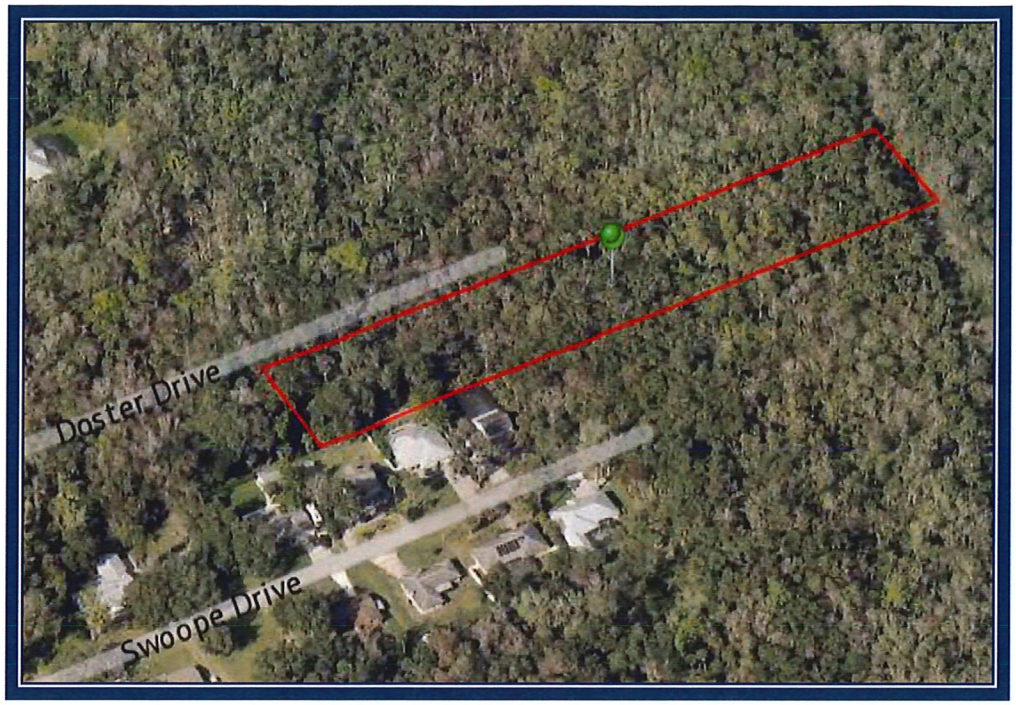
CROUSE, RONALD STEVEN
600 N RIDGEWOOD AVE
EDGEWATER FL 32132

LICENSE NUMBER: RZ670
EXPIRATION DATE: NOVEMBER 30, 2024
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

RESTRICTED APPRAISAL REPORT



2.75± ACRES UNIMPROVED LAND

TAX PARCEL #7344-03-00-0440
LOCATED ON THE S/S OF DOSTER DRIVE
NEW SMYRNA BEACH, FL 32168

PREPARED FOR

CITY OF NEW SMYRNA BEACH
C/O MR. RON NEIBERT
ASSISTANT CITY MANAGER
210 SAMS AVENUE
NEW SMYRNA BEACH, FL 32168

AS OF

DECEMBER 30, 2024

HEFFINGTON & ASSOCIATES, LLC
911 BEVILLE ROAD, STE. 8 / DAYTONA BEACH, FL 32119 / (386) 760-7601 / FAX (386) 760-5161

HEFFINGTON & ASSOCIATES, LLC
911 BEVILLE ROAD, STE. 8 / DAYTONA BEACH, FL 32119 / (386) 760-7601 / FAX (386) 760-5161

January 6, 2025

City of New Smyrna Beach
c/o Mr. Ron Neibert
Assistant City Manager
210 Sams Avenue
New Smyrna Beach, FL 32168

Dear Mr. Neibert:

In accordance with your request, we hereby submit a ***Restricted Appraisal Report*** on the following property:

2.75± ACRES OF UNIMPROVED LAND

TAX PARCEL #7344-03-00-0440
S/S DOSTER DRIVE
NEW SMYRNA BEACH, FL 32168

The purpose of the Restricted Appraisal Report is to form an opinion of *Market Value* for the above referenced property *"As Is",* to a single purchaser on a cash equivalent basis, assuming a reasonable marketing period. This property is appraised as a Fee Simple Estate, subject to typical mortgage loan encumbrances and utility easements. The intended use of the Restricted Appraisal Report is to assist the client in purchase negotiations. The intended user is *The City of New Smyrna Beach, c/o Mr. Ron Neibert.*

After careful investigation, it is our opinion the subject's estimated "*As Is*" **Market Value** of the Fee Simple Estate, as of December 30, 2024, was:

ESTIMATED "AS IS" MARKET VALUE

ONE HUNDRED FORTY- NINE THOUSAND DOLLARS

($149,000)

Note: The subject is located on Doster Drive, a platted, unopened right-of-way. The value estimate provided in this report assumes the platted right-of-way could be opened to the subject site. This is an extraordinary assumption that may have affected the assignment results.

As requested, we have prepared a Restricted Appraisal Report. Therefore, a significant portion of the appraisal report has been abbreviated, specifically regarding the communication, presentation, and analysis of data. It should also be noted that there is a sufficiency of additional property information and market data retained within the appraiser's files which has been analyzed and serves to support the values and conclusions contained within the attached report. *The value contained within this letter is not valid unless it is attached to the accompanying Restricted Appraisal Report.*

It should be noted that this appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount which would result in the approval of a loan. Furthermore, our compensation is not contingent upon the reporting of a predetermined value, or direction in value, that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

The Appraisal Institute conducts a voluntary program of continuing education for its designated members. Designated members who meet the minimum standards of this program are awarded periodic educational certification. I am currently certified under this program.*

If you should have any questions concerning this report, please do not hesitate to contact our office.

Respectfully submitted,

HEFFINGTON AND ASSOCIATES, LLC

*R. Todd Heffington, MAI
Cert Gen RZ 2368

Martin J. Concannon
Cert Gen RZ 907

RTH:MJC/jd
Enclosures

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ADDENDA
ENGAGEMENT LETTER
VOLUSIA COUNTY PROPERTY APPRAISER'S RECORD CARD
LATEST DEED DATED MAY 29, 2020
R-4, VOLUSIA COUNTY URBAN SINGLE FAMILY RESIDENTIAL ZONING ORDINANCE
R-C, VOLUSIA COUNTY RESOURCE CORRIDOR ZONING ORDINANCE
NATIONAL WETLAND INVENTORY MAP CLASSIFICATION - SUBJECT PROPERTY
NEIGHBORHOOD MAP
QUALIFICATIONS OF THE APPRAISERS

CERTIFICATION

The undersigned do hereby certify that, except as otherwise noted in this appraisal report:

1. To the best of my knowledge and belief, the statements of fact contained in this appraisal report, upon which the analyses, opinions, and conclusions expressed herein are based, are true and correct.
2. The reported analysis, opinions and conclusions are limited only by the assumptions and limiting conditions and are my personal, impartial, and unbiased professional analysis, opinions, and conclusions.
3. I have no present or prospective interest in the subject property, or the parties involved, that is the subject of this appraisal report.
4. I have no personal interest or bias with respect to the subject matter of this appraisal report nor the parties involved. My employment is not contingent on the amount reported.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The reported analyses, opinions and conclusion were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Uniform Standards of Professional Appraisal Practice.
8. I have made a thorough inspection and careful investigation of the property herein described.
9. Martin J. Concannon, Cert. Gen. RZ 907, provided professional assistance in the data collection, writing and preparation of this appraisal report. The analysis and value conclusions were a joint effort.
10. This appraisal report sets forth all of the limiting conditions (imposed by the terms of my assignment or by the undersigned) affecting the analyses, opinions, and conclusions contained in this report.
11. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
12. That, as of the date of this report, the undersigned has completed the requirements of the continuing education of the Appraisal Institute and is currently certified as a General Real Estate Appraiser by the State of Florida.
13. I certify that, to the best of my knowledge and belief, the reported analyses, opinions, or conclusions were developed, and this report has been prepared in conformity with the requirements of the State of Florida for state-certified appraisals (Florida Statutes, Chapter 475, Part II). The use of this report is subject to the requirements of the State of Florida related to review by the Florida Appraisal Board.
14. The Appraisal Institute conducts a voluntary program of continuing education for its designated members. Designated members who meet the minimum standards of this program are awarded periodic educational certification. I, R. Todd Heffington, MAI, am currently certified under this program.
15. I have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Martin J. Concannon
Cert. Gen. RZ 907
☑ Did ☐ Did Not
Inspect Property

R. Todd Heffington, MAI
Cert. Gen. RZ 2368
☐ Did ☐ Did Not
Inspect Property

HYPOTHETICAL CONDITIONS

1. None

EXTRAORDINARY ASSUMPTIONS AND LIMITING CONDITIONS

1. **Note:** The subject is located on Doster Drive, a platted, a platted, unopened right-of-way. The value estimate provided in this report assumes the platted right-of-way could be opened to the subject site. This is an extraordinary assumption that may have affected the assignment results.

ASSUMPTIONS AND LIMITING CONDITIONS

1. This appraisal is intended to comply with the Scope of Work requirements enacted July 1, 2006 by the Uniform Standards of Professional Appraisal Practice.

2. This is a Restricted Use Report Format, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice. As such, it does not include discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. The opinions and conclusions set forth in this report may not be understood properly without additional information in the appraiser's work file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

3. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.

4. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.

5. Responsible ownership and competent property management are assumed unless otherwise stated in this report.

6. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

7. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property. The appraisers are not experts in engineering or construction and are not licensed constructions contractors.

8. It is assumed that there are no hidden or unapparent conditions on the property, subsoil, or structures that render it more or less valuable but are not apparent. This appraiser can assume no responsibility for such conditions or for arranging for engineering studies that may be required to discover them.

9. It is assumed that there is full compliance with all federal, state and local environmental regulations and laws unless otherwise stated in this report.

10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.

11. It is assumed that all required licenses, certificates of occupancy, or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.

12. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

13. It is assumed that the utilization of the land and improvements is within the boundaries or property liens of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

14. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumptions that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

15. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with requirements of the Americans with Disabilities Act ("ADA") which became effective January 26, 1992. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.

16. Any proposed improvements are assumed to be completed in a professional manner in accordance with the submitted plans and specifications.

17. The distribution, if any, of the total valuation in this report between land and improvements, applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

18. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.

19. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

20. The appraiser, by reason of this report, is not required to give testimony or attend court or any governmental hearing with reference to the property in question, unless arrangements have been previously made therefore.

PURPOSE OF THE APPRAISAL

The *purpose* of the appraisal is to form an opinion of Market Value of the subject property ***"As Is"***. The property is appraised as a Fee Simple Estate, subject to typical mortgage loan encumbrances and utility easements.

MARKET VALUE DEFINITION

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus." Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and each acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale." [1]

EFFECTIVE DATE OF VALUE/ DATE OF THE APPRAISAL

The *effective date* of the appraisal is December 30, 2024. The *date* of the report is January 6, 2025.

INTENDED USE AND INTENDED USER OF THE APPRAISAL

The intended use of the Restricted Appraisal Report is to assist the client in purchase negotiations. The intended user is *The City of New Smyrna Beach, c/o Mr. Ron Neibert.*

INTEREST VALUED

The subject property is appraised as a Fee Simple Estate. As defined in the Dictionary of Real Estate Appraisal published by the American Institute of Real Estate Appraisers, a Fee Simple Estate is the *"Absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, and taxation."*

LEGAL DESCRIPTION

LOTS 44 TO 47 INC CORBIN PARK SUB NO 3 MB 23 PG 146, PRVCF

[1] FDIC Interagency Appraisal and Evaluation Guidelines, December 2, 2010

THREE YEAR SALES HISTORY

Based on a review of the public records, it does not appear as if the subject has transferred within the last three years. The subject property is not listed for sale at this time. The subject last sold for $70,000 on May 29, 2020. A copy of the deed is presented in the Addenda of this report.

REAL PROPERTY ASSESSMENT

The subject property is currently assessed by the Volusia County Tax Assessor for ad valorem taxes for the year 2024. The Volusia County Council of Governments determines the millage rate used in calculating the tax bill in October of each year. The tax collector issues the tax bill providing for a 4 percent discount of the bill if paid in November, a 3 percent discount for payment in December, a 2 percent discount if paid in January, and a 1 percent discount for payment in February. All taxes be come delinquent after March 31st of each year.

Tax Parcel No.	Assessed Value	Taxable Value	Total Gross Taxes
7344-03-00-0440	$2,288	$2,288	$257.11

Taxes for this area are based on a millage rate of 17.60360 for 2024. Based on our analysis of the subject property and the final estimate of value, the assessment appears to be very favorable in the local market in terms of value as previously defined within this report. It should be noted the Volusia County Property Appraiser's assessment has *not* been relied upon in valuing the subject property and the assessment is included herein for informational purposes only.

IDENTIFICATION OF THE SUBJECT PROPERTY

The subject site consists of 2.75± acres of unimproved residential land located on the south side of Doster Drive, just east of Corbin Park Road, in New Smyrna Beach, Voluisa County, Florida.

LAND USE PLANNING, ZONING, CONCURRENCY

The subject site is zoned R-4, Urban Single Family and RC, Resource Corridor by the County of Volusia. The subject's zoning is consistent with the adopted Comprehensive Land Use Plan designation which is ULI, Urban Low Intensity and RC, Resource Corridor. There are no known pending public developments or regulations likely to have an affect on the future zoning of the subject property. Based on an analysis of various parcels in this area, concurrency is not a limiting factor with respect to new development. The R-4 zoning classification requires a minimum site size of 7,500 square feet for development. That portion of the subject site zoned RC would require additional environmental impact studies conducted before any development could take place. A copy of the R-4, Urban Single Family and the RC, Resource Corridor zoning ordinances are presented in the Addenda of this report.

SCOPE OF WORK

Scope of Work is defined as the type and extent of research and analyses in an appraisal or appraisal review assignment. In order to produce a credible assignment, the appraisal work and analysis included:

* physically inspecting the subject property as well as the surrounding market area;
* an analysis of regional and market area trends, including social, economic, governmental and environmental influences;
* an analysis of general value influences in the subject's competitive market;
* research of applicable tax data and physical characteristics;
* an analysis of the building improvements;
* an analysis of the highest and best use of the subject property, which considered pertinent variables, such as property characteristics, zoning, future land use, and support facilities, as well as exposure time; and,
* application of the Direct Sales Comparison Approach to arrive at an indication of value for the subject property "As Is".

Careful consideration was given to the applicability of each of the three approaches to value in this report. The subject of this appraisal assignment comprises the valuation of an unimproved parcel of residential land. In this case, only the Direct Sales Comparison Approach will be processed to form an opinion of Market Value, which is considered most credible when appraising this type of property (vacant residential land). Sufficient data was available in order to be reconciled into a final valuation estimate for the subject property.

In this case, the Cost and Income Approaches were not processed. The absence of these approaches are not intended to mislead the client.

The process of collecting data involved a search of the market area for comparable sales and listings. The search was made using data from the Volusia County Property Appraiser's Offices, the Clerk of the Circuit Court Official Record Books, the Multiple Listing Services, CoStar Research, conversations with local Realtors, LoopNet, etc.

Martin J. Concannon, Cert Gen RZ 907, provided significant professional assistance in the preparation of this appraisal report. The assistance included sales research, valuation analyses, property inspection, and assistance in the writing of the appraisal report. The analyses, valuations, and conclusions were a joint effort between R. Todd Heffington, MAI, and Martin J. Concannon. This is a Restricted Appraisal Report and further supporting documentation is retained in the appraiser's file.

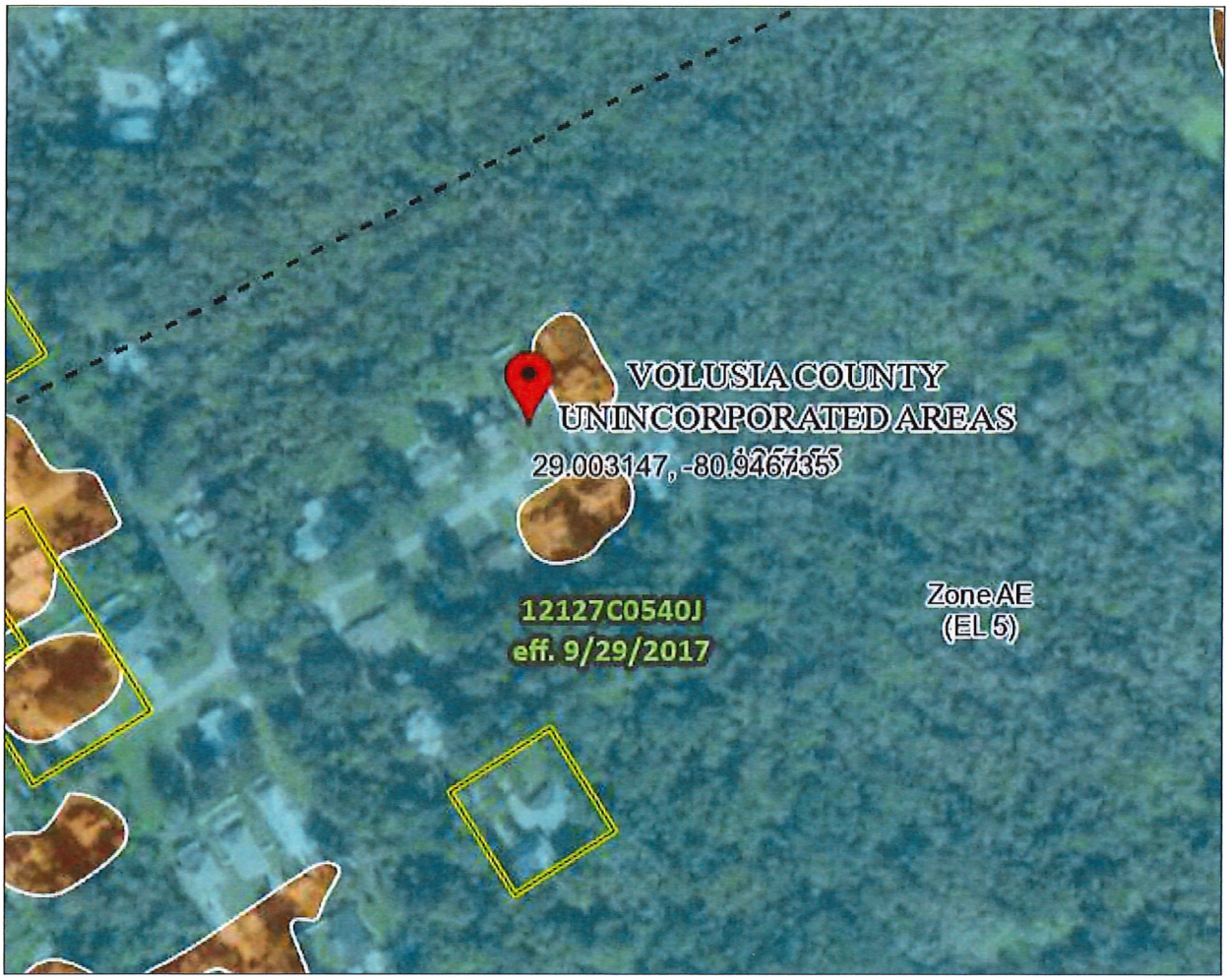
ESTIMATED EXPOSURE TIME

The Dictionary of Real Estate Appraisal, 3rd Edition, defines *Exposure* on page 126 as: The time a property remains on the market, or the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market. Exposure time is always considered to occur prior to the effective date of the appraisal.

The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. Exposure time is different for various types of real estate and value ranges and under various market conditions.

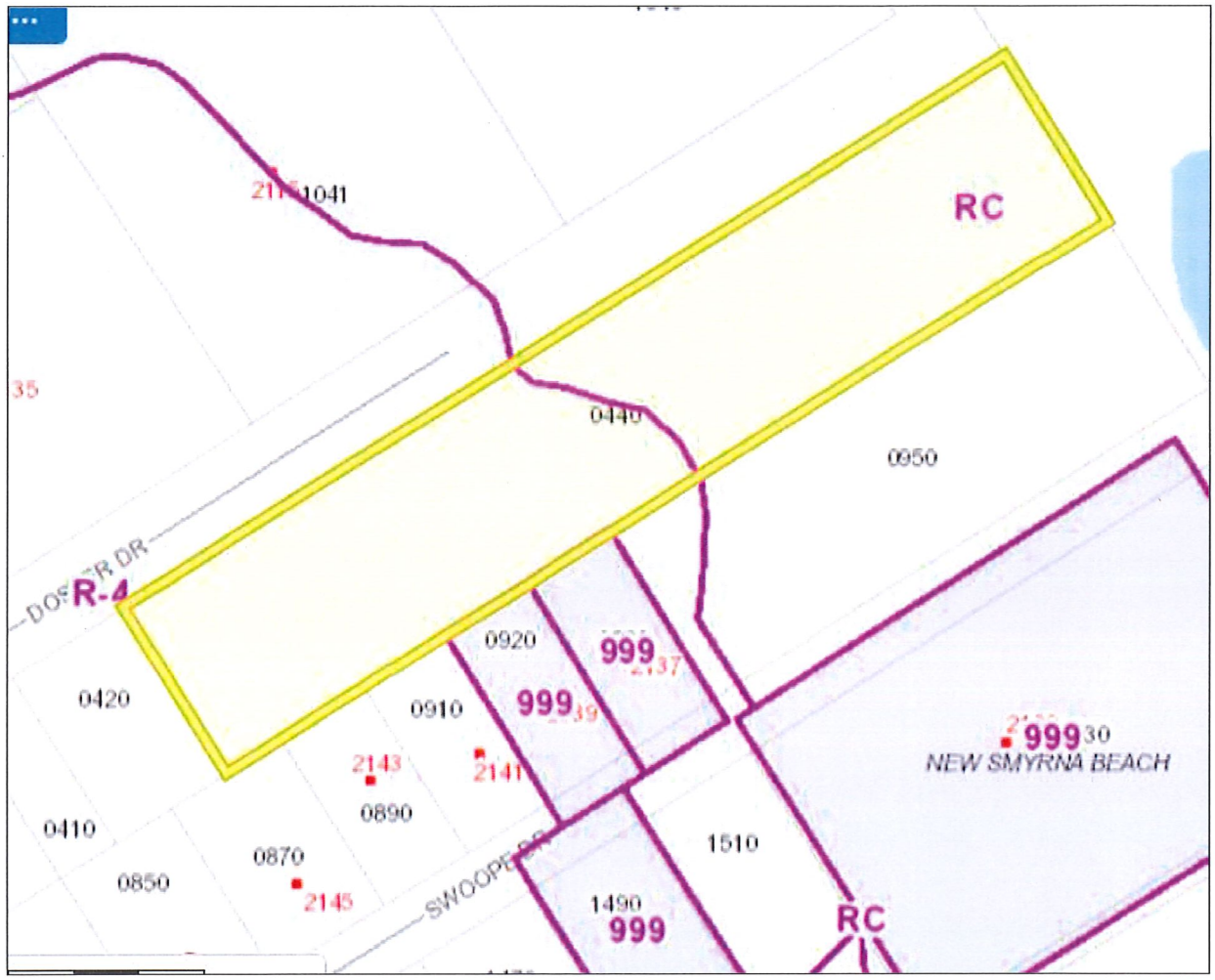
The Steller Multiple Listing Service indicated that from January 1, 2024 until December 31, 2024, (one year), the average days on the market for unimproved residential land was approximately 2 months to closing and these properties sold at a list to sell ratio of 91.0 percent. Therefore, we feel that with effective marketing and exposure, it may be possible for the subject to transfer within approximately 2 to 6 months at or near the appraised value estimate provided herein. This opinion also considers the subject property being placed on the market with a concentrated marketing effort by a knowledgeable and competent professional.

FLOOD MAP

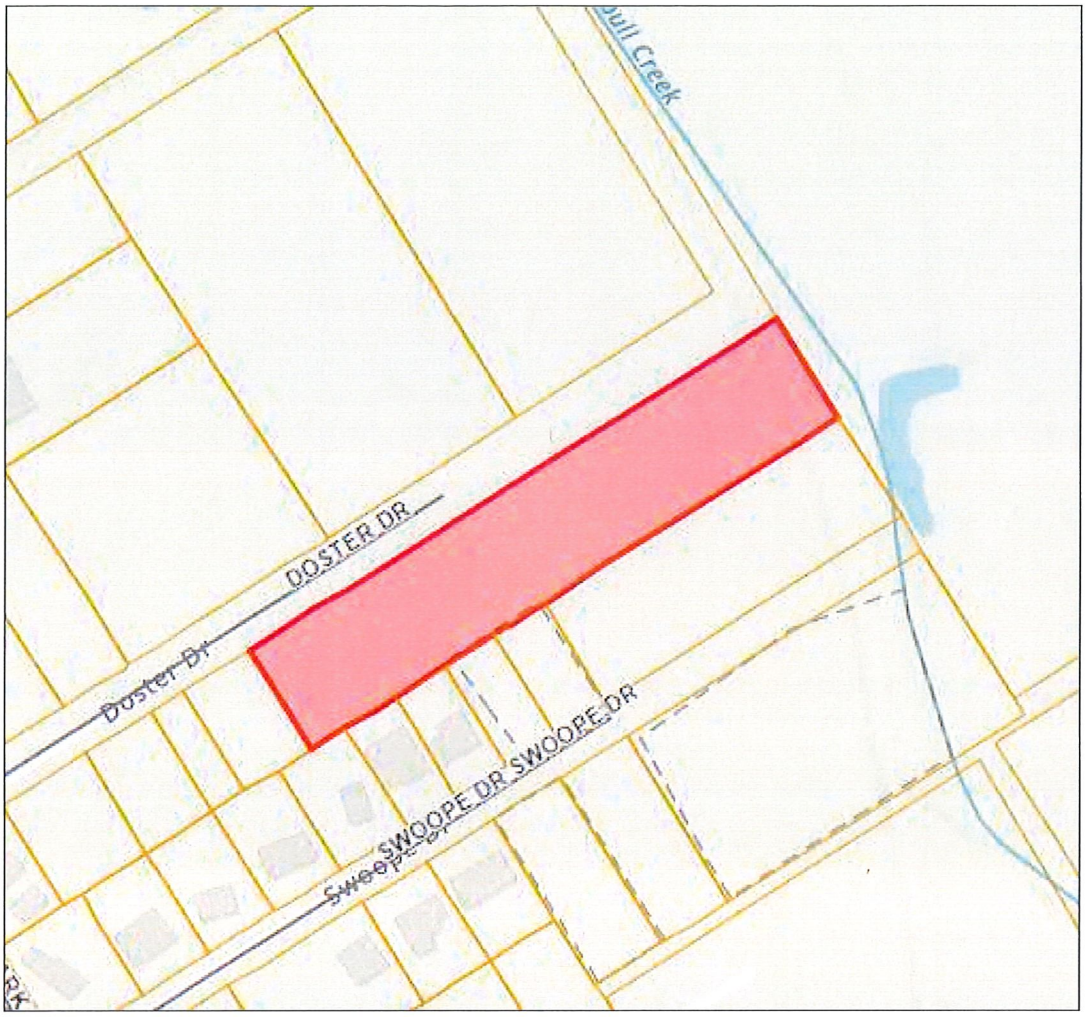

VOLUSIA COUNTY
UNINCORPORATED AREAS
29.003147, -80.946735
12127C0540J
eff. 9/29/2017
Zone AE
(EL 5)

ZONING MAP

R-4, URBAN SINGLE-FAMILY & RC, RESOURCE CORRIDOR, VOLUSIA COUNTY



PROPERTY APPRAISER' PLAT



DESCRIPTION OF THE SITE

Location, Size, and Shape: The subject site is located on the south side of Doster Drive, just east of Corbin Park Road, in New Smyrna Beach, Volusia County, Florida. The subject site is actually in unincorporated Volusia County. The site is rectangular and contains **2.75± acres** of land area. The site has approximately 800 feet of frontage on Doster Drive (unopened) and a depth of 150± feet. We were not provided with an up-to-date survey or legal description. In the event a current survey indicates a significant difference from the site estimate shown herein, we reserve the right to adjust this report accordingly. Please refer to the previous page for visual orientation.

Access: The subject site is located on the south side of Doster Drive, a platted, unopened right-of-way. Doster Drive intersects with Corbin Park Drive just to the west of the subject. Corbin Park Drive provides direct access to State Road 44. It is our assumption that Doster Drive could be opened to the subject site for vehicular access.

Topography And Drainage: The site is generally level and is heavily wooded. The National Wetlands Inventory Map indicates that almost the entire site (90 percent) is classified as wetlands PSS3AD (see Addenda for details). There is no indication of wetlands on the Volusia County Property Appraiser's record card. The appraisers were not provided with wetland survey or topographical survey. At the time of our inspection, there were no apparent unfavorable soil conditions found which might adversely affect the subject site. In the event soil tests or other sources should indicate detrimental soil conditions, the appraisers reserve the right to modify the value conclusions accordingly.

Utilities/Services Available: There are currently no public utilities are available to the subject site. All utilities would have to be extended to the site for development. On-site utilities are typical for this area and this factor is not considered to negatively impact the site's marketability. Police and fire protection are provided by the County of Volusia and the City of New Smyrna Beach. Telephone service is supplied by publicly regulated companies. Trash and garbage pick-up is contracted by a private company.

Flood Plain Data: Based on the FEMA issued flood maps, the majority of the subject site is in a Flood Zone "AE", Community Panel No. 12127C0540J, dated September 9, 2017. The exact determination should be made by a surveyor. Flood Zone "AE" is an area designated as a high-risk flood zone by FEMA because of its proximity to floodplains, rivers, lakes, and other bodies of water.

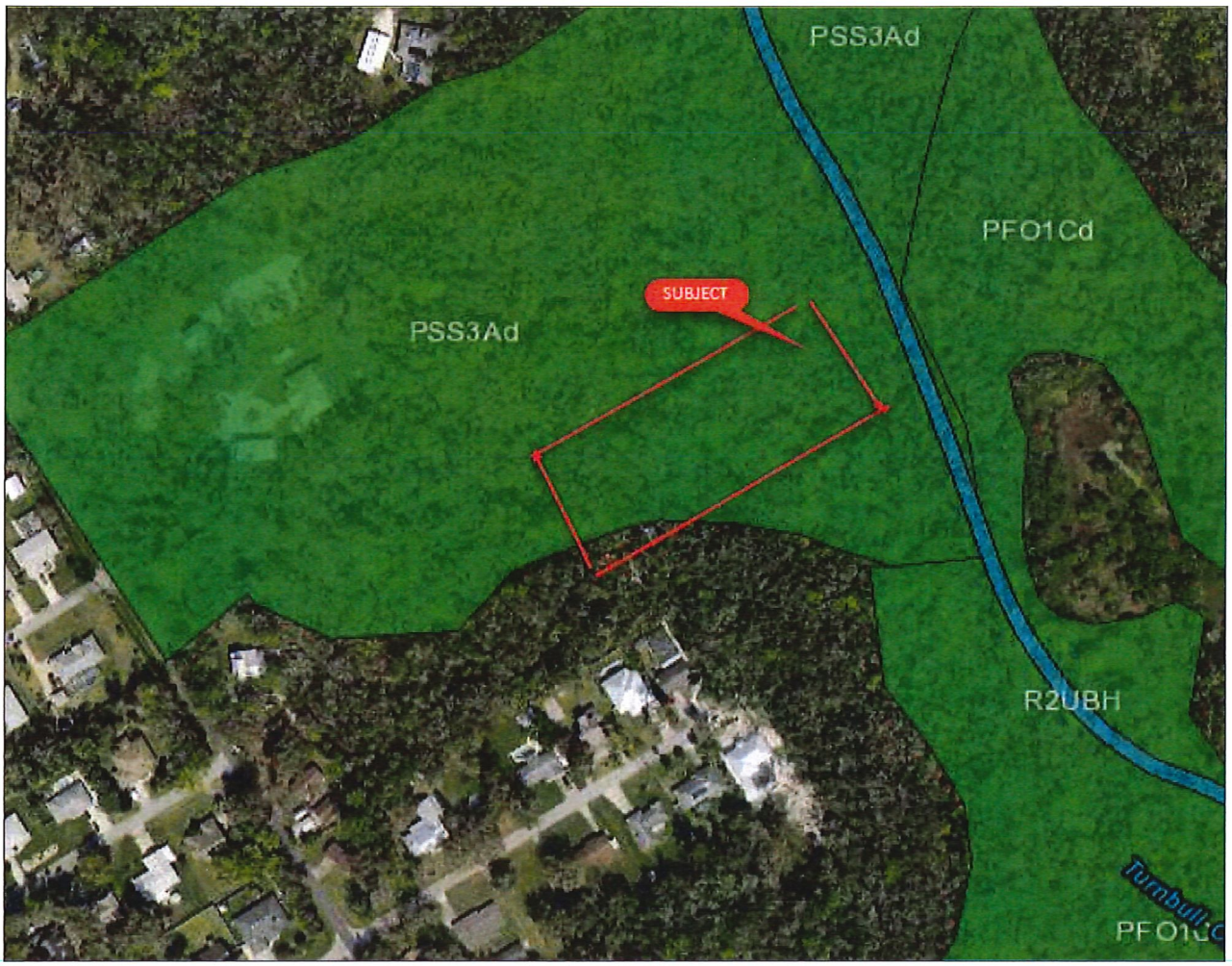
Easements, Encroachments, or Restrictions: Typical utility easements may apply. An up-to-date title search and survey is recommended.

Nearby Land Uses: Single family dwellings, small acreage tracts of undeveloped land.

Highest and Best Use Estimate

As If Vacant: Residential Development

NATIONAL WETLANDS INVENTORY MAP



DIRECT SALES COMPARISON APPROACH

The Direct Sales Comparison Approach, or Market Data Approach as it is sometimes referred to, is an appraisal technique which utilizes recent transactions of similar comparable properties to derive an indication of value for the subject. These comparable properties are adjusted for variables to enhance their degree of comparability to the subject. Based upon those adjustments supported by market evidence, the appraisers are then able to develop a clear indication of value for the subject. This technique is particularly accurate when there is an active and normal sales market of similar properties and when the details of the transactions can be verified by reliable sources involved in the sale.

The Direct Sales Comparison Approach is based upon the principle of substitution, in that a knowledgeable buyer will not pay any more for a particular property than what it would cost to purchase a duplicate property with equal utility.

The *unit of comparison* utilized in this section of the report is based on the *selling price per acre of land area,* which is generally recognized as the best means of relating small acreage tracts of residential land similar to the subject property.

The sales represent transactions which are considered comparable properties that represent valid indications of market activity and demand for this type of property in this locale. Though these transactions demonstrate a wide range in selling price per acre of land area, they bracket the subject's features and help narrow the value range.

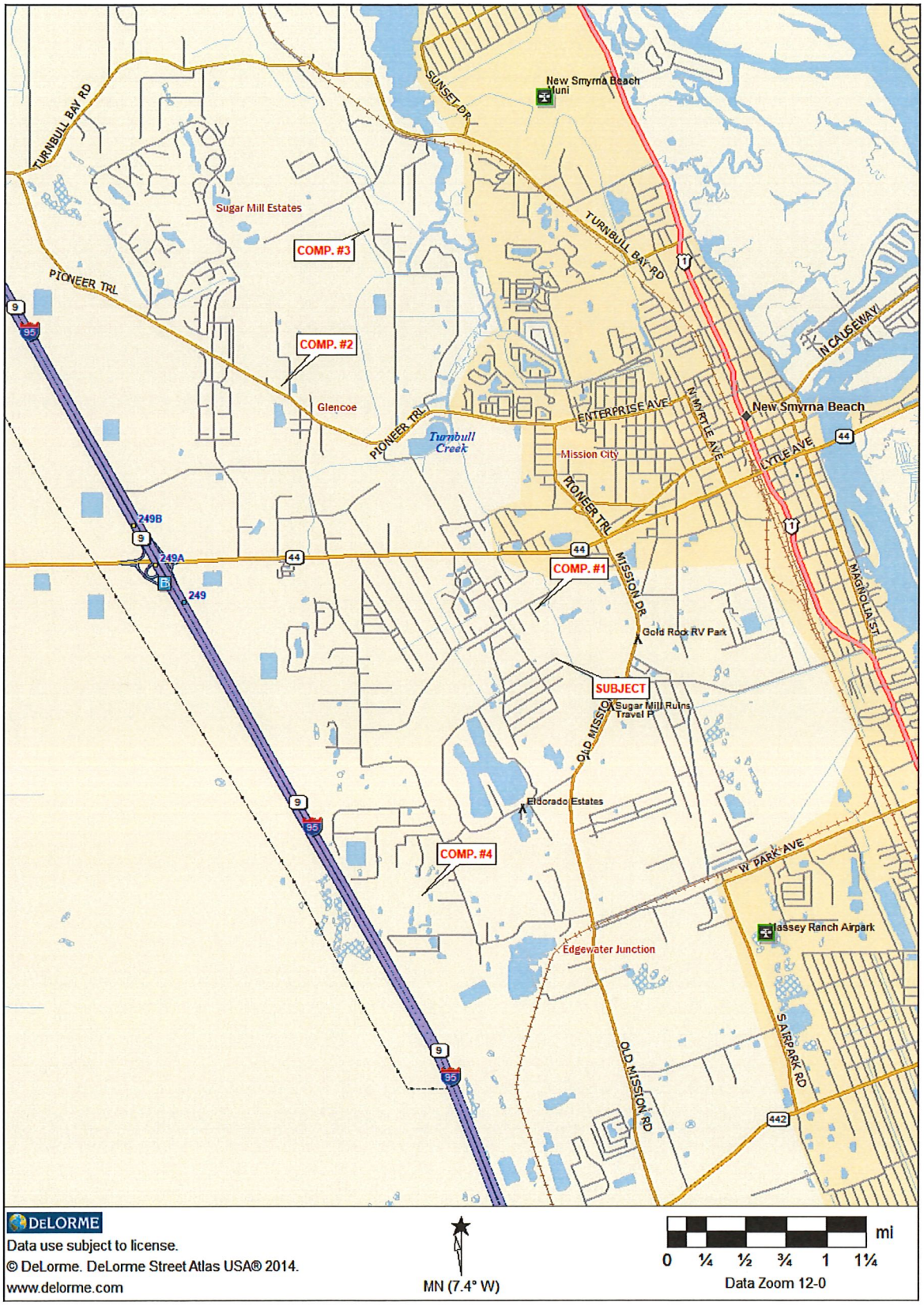
A grid sheet analysis depicting adjustments to each comparable for its differences with the subject is presented on the following page followed by a location map and final analysis.

COMPARABLE SALES ADJUSTMENT GRID

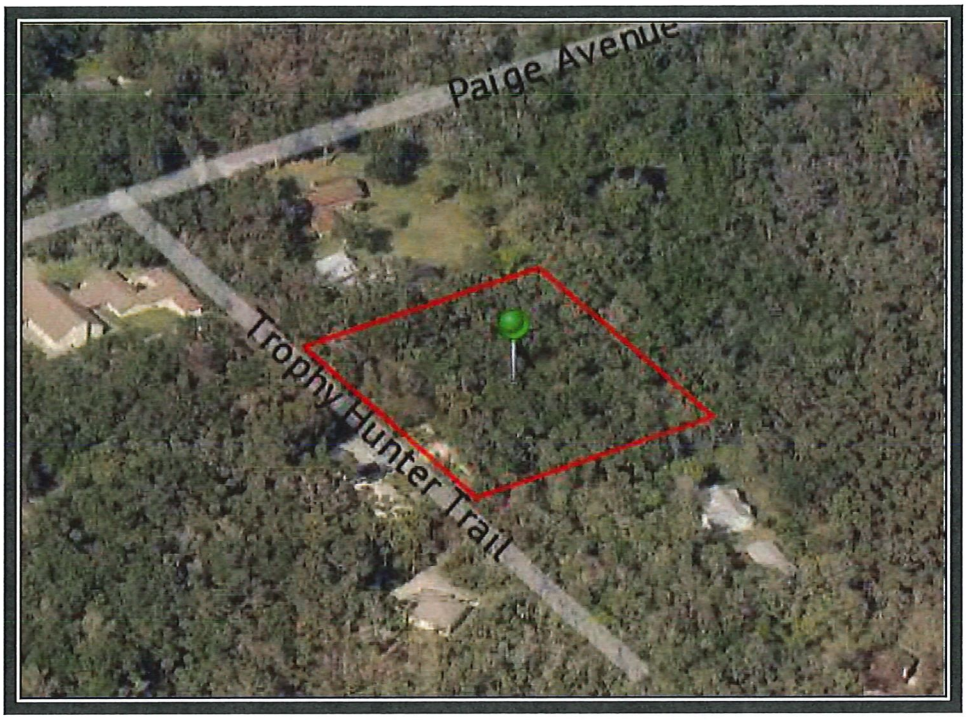
	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3	COMPARABLE NO. 4
SALES INFORMATION	S/S DOSTER DRIVE	725 TROPHY HUNTER TRAIL	2585 PIONEER TRAIL	1172 WILLIAMS ROAD	2516 GLENHAVEN STREET
PROPERTY ADDRESS	NEW SMYRNA BEACH	NEW SMYRNA BEACH	NEW SMYRNA BEACH	NEW SMYRNA BEACH	NEW SMYRNA BEACH
GRANTOR	TAD D. JOHNSON, ET UX	FRANK V. HOEGLER, ET UX	TRAVOUS DEVER	ANTOINETTE JONES, ET UX	VINCENT J. SATTANI, III
GRANTEE	N/A	SHERRY RUPKE	GORDON EDWIN BAKER, ET UX	DEREK C. MORRISON, ET AL	JACK LACAILLADE, ET UX
OR BK/PG	N/A	8554/1851	8520/4967	8600/1198	8603/2308
SALE PRICE	N/A	$240,000	$150,000	$299,999	$226,800
PRICE/PER ACRE	**$0.00**	**$96,000**	**$137,741**	**$96,277**	**$90,720**
PRIMARY ADJUSTMENTS					
PROPERTY RIGHTS	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE
ADJUSTMENT	0%	0%	0%	0%	0%
ADJUSTMENT PRICE/ACRE	$0	96,000	$137,741	$96,277	$90,720
FINANCING	NORMAL	NORMAL	NORMAL	NORMAL	NORMAL
ADJUSTMENT	0%	0%	0%	0%	0%
ADJUSTMENT PRICE/ACRE	$0	$96,000	$137,741	$96,277	$90,720
CONDITIONS OF SALE	NORMAL	NORMAL	NORMAL	NORMAL	NORMAL
ADJUSTMENT	0%	0%	0%	0%	0%
ADJUSTMENT PRICE/ACRE	$0	$96,000	$137,741	$96,277	$90,720
SALE DATE	N/A	05/24	02/24	08/24	08/24
ADJUSTMENT	0%	0%	0%	0%	0%
ADJUSTED PRICE/P.D.U.		**$96,000**	**$137,741**	**$96,277**	**$90,720**
OTHER ADJUSTMENTS					
LOCATION	AVERAGE	AVERAGE	AVERAGE	AVERAGE	AVERAGE
ADJUSTMENT	0%	0%	0%	0%	0%
INGRESS/EGRESS	RD. WOULD NEED TO BE OPENED	ROAD ACCESS/GRAVEL	ROAD ACCESS/ASPHALT	ROAD ACCESS/ASPHALT	ROAD ACCESS/GRAVEL
ADJUSTMENT	0%	-10%	-20%	-20%	-10%
SIZE (ACRES)	2.75	2.50	1.089	3.116	2.50
ADJUSTMENT	0%	0%	-15%	0%	0%
SHAPE	RECTANGULAR	RECTANGULAR	RECTANGULAR	RECTANGULAR	SLIGHTLY IRREGULAR
ADJUSTMENT	0%	0%	0%	0%	0%
TOPOGRAPHY	HEAVILY WOODED/LEVEL APPROX. 90% WETLANDS	HEAVILY WOODED/LEVEL NO WETLAND	PARTIALLY CLEARED NO WETLAND	PARTIALLY CLEARED APPROX. 22% WETLAND	CLEARED NO WETLANDS
ADJUSTMENT	0%	-20%	-20%	-10%	-25%
UTILITIES	UTIL. WOULD NEED TO BE EXT.	ELECT./WELL/SEPTIC	WATER/ELECT./SEPTIC	WATER/ELECT./SEPTIC	ELECT./WELL/SEPTIC
ADJUSTMENT	0%	-5%	-10%	-10%	-5%
FLOOD ZONE	ZONE "AE"	ZONE "AE"	ZONE "A" & "X"	ZONE "AE"	MOSTLY ZONE "A"
ADJUSTMENT	0%	0%	-5%	0%	0%
ZONING	R-4, SFR & RC, RESOURCE CORR.	R-1, NSB	R-3, NSB	A-3, COUNTY, 1 ACRE HOMESITES	RR, COUNTY
ADJUSTMENT	0%	0%	0%	0%	0%
ENTITLEMENTS	NONE	NONE	NONE	NONE	NONE
ADJUSTMENT	0%	0%	0%	0%	0%
ADJUSTED PRICE/ACRE	**$0.00**	**$62,400**	**$41,322**	**$57,766**	**$54,432**

ADJUSTED MEAN	**$53,980**

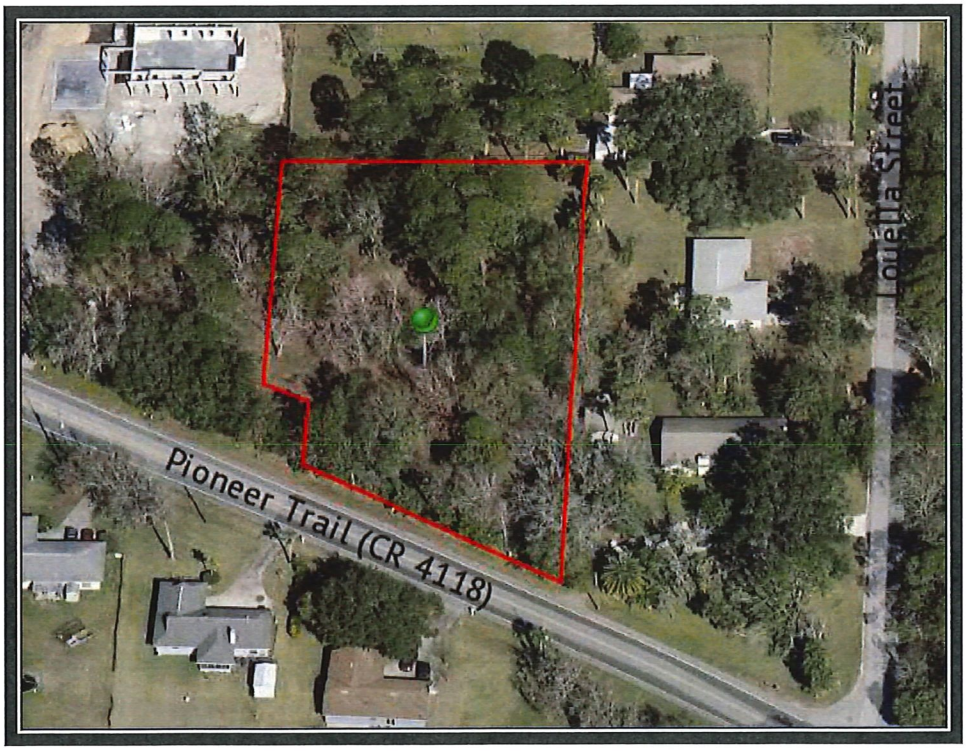
COMPARABLE LAND SALES LOCATION MAP



COMPARABLE PHOTOGRAPHS - 1

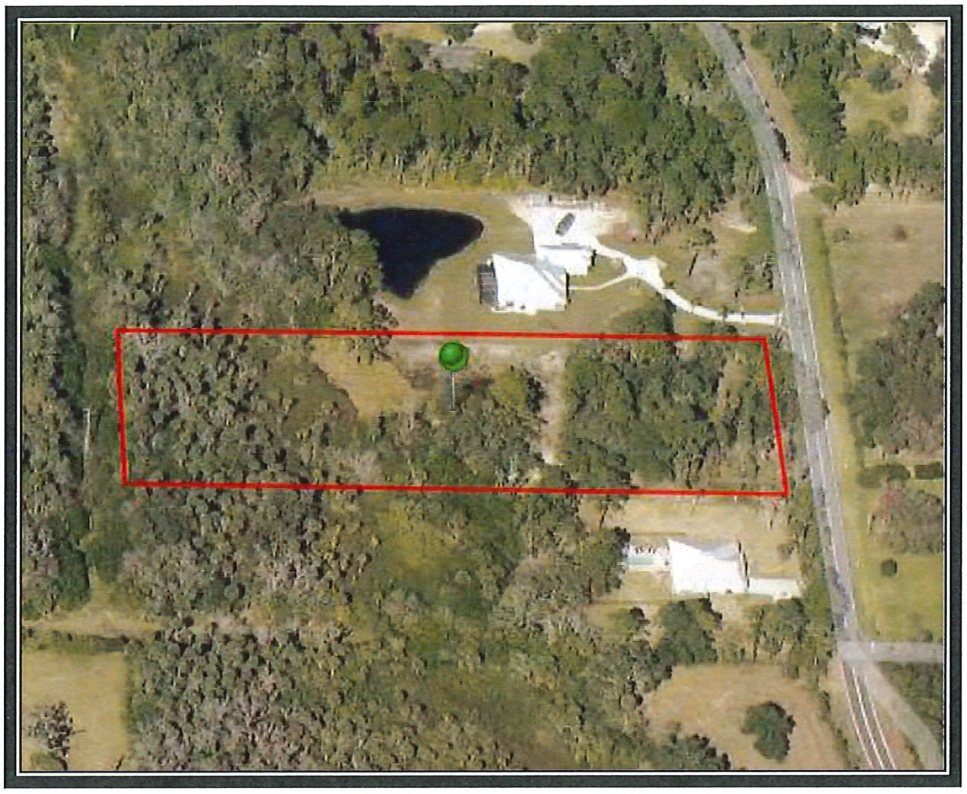


COMPARABLE NO. 1 - 2.5 ACRES
725 TROPHY HUNTER TRAIL, NEW SMYRNA BEACH

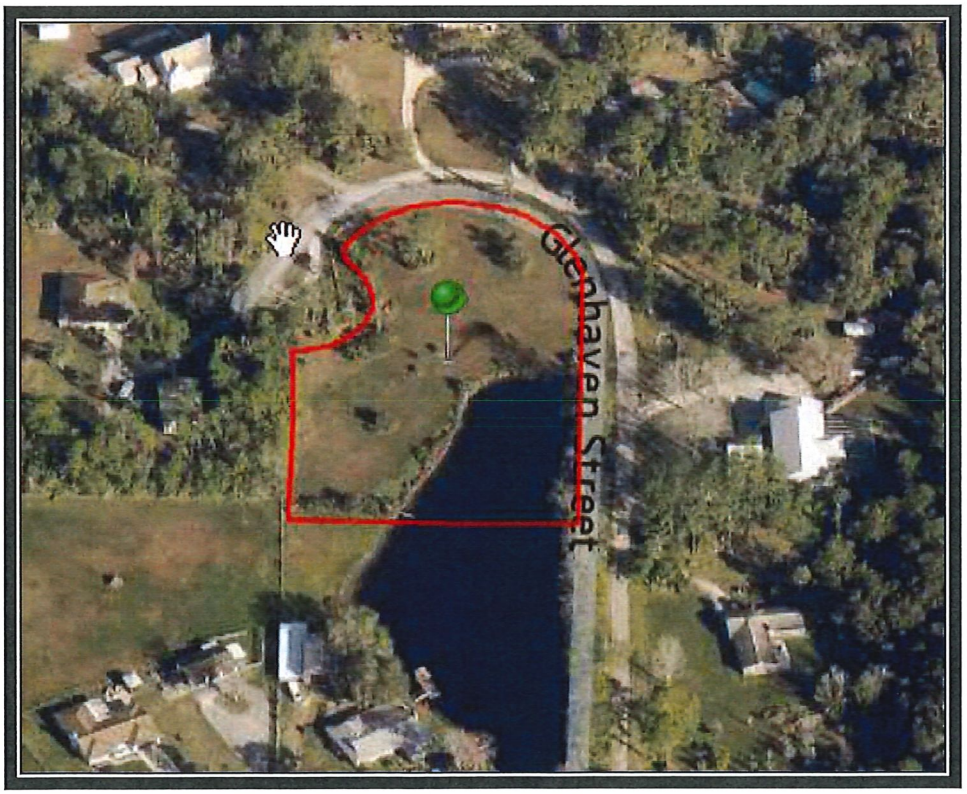


COMPARABLE NO. 2 - 1.089 ACRES
2585 PIONEER TRAIL, NEW SMYRNA BEACH

COMPARABLE PHOTOGRAPHS - 2



COMPARABLE NO. 3 - 3.116 ACRES
1172 WILLIAMS ROAD, NEW SMYRNA BEACH



COMPARABLE NO. 4 - 2.5 ACRES
2516 GLENHAVEN STREET, NEW SMYRNA BEACH

ANALYSIS OF THE COMPARABLE LAND SALES/LISTINGS

Percentage adjustments to the comparable sales have been made to reflect the differing characteristics. These adjustments are not supported by an exact quantitative analysis, but were based on what we believe would be the market's perception of the inferior, or superior qualities of the comparables as they relate to the subject. After listing and analyzing the comparable sales/listings the appraisers logically interpolated these transactions into a value estimate for the subject based upon the pertinent factors highlighted in the ensuing discussion.

The comparables represent recent land sales that are all zoned for single family residential use and are located in New Smyrna Beach. The sales ranged in size from 1.09 acres up to 3.10 acres. The subject contains a total of 2.75 acres.

Comparable No. 1 sold in May, 2024 for $240,000 or $96,000 per acre. This is a 2.50 acre tract of land located on Trophy Hunter Trail just north of the subject. We adjusted this comparable downward for its superior ingress/egress, topography, and availability of utilities.

Comparable No. 2 sold in February, 2024 for $150,000 or $137,741 per acre. This is a 1.089 acre tract of land located on Pioneer Trail just west of Glencoe Road. We adjusted this comparable downward for its superior ingress/egress, smaller site size, topography, availability of utilities, and a superior flood zone rating.

Comparable No. 3 sold in August, 2024 for $299,999 or $96,277 per acre. This is a 3.116 acre tract of land located on Williams Road just south of Mooneyham Drive. We adjusted this comparable downward for its superior ingress/egress, topography, and availability of utilities.

Comparable No. 4 sold in August, 2024 for $226,800 or $90,720 per acre. This is a 2.50 acre tract of land located on Glenhaven Street just west of South Glencoe Road. We adjusted this comparable downward for its superior ingress/egress, topography, and availability of utilities.

The four comparables indicated a range in selling price from $90,720 to $137,741 per acre. After adjustments, the comparables provided a range of value from $41,322 to $62,400 per acre. The adjusted mean value was $53,980 per acre.

The four comparables have been considered equally, more or less, in this analysis. Based on the above information, we consider an estimate of $54,000 per acre of land area to be reasonable and appropriate. Calculations are provided below.

2.75± Acres @ $54,000 Per Acre = $148,500

R/T = $149,000

VALUE INDICATED BY DIRECT SALES COMPARISON APPROACH

ONE HUNDRED FORTY- NINE THOUSAND DOLLARS

($149,000)

FINAL OPINION OF VALUE

As discussed in the Appraisal Process, only the Direct Sales Comparison Approach was processed; therefore, the final reconciliation is limited to this approach. There were an adequate number of comparable sales that indicated a reasonable final estimate of Market Value by judging the quantity and quality of the data.

Thus, after considering all of the above information, it is our opinion the estimated Market Value of the subject site **"As Is"**, as of December 30, 2024, was:

ESTIMATED "AS IS" MARKET VALUE

ONE HUNDRED FORTY- NINE THOUSAND DOLLARS

($149,000)

ADDENDA

ENGAGEMENT LETTER
VOLUSIA COUNTY PROPERTY APPRAISER'S RECORD CARD
LATEST DEED DATED MAY 29, 2020
R-4, VOLUSIA COUNTY URBAN SINGLE FAMILY RESIDENTIAL ZONING ORDINANCE
R-C, VOLUSIA COUNTY RESOURCE CORRIDOR ZONING ORDINANCE
NATIONAL WETLAND INVENTORY MAP CLASSIFICATION - SUBJECT PROPERTY
NEIGHBORHOOD MAP
QUALIFICATIONS OF THE APPRAISERS

Marty Concannon

From: Neibert, Ronald <RNeibert@cityofnsb.com>
Sent: Monday, December 9, 2024 9:36 AM
To: Marty Concannon
Subject: New Appraisal
Attachments: -Johnston-doster road Crouse.pdf

Marty:

Attached is a previous appraisal that I Ihad completed. Please provide appraisal for this tract. Appraise as vacant property.

Ron Neibert
Assistant City Manager
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32168
Office (386) 410-2612
rneibert@cityofnsb.com
www.cityofnsb.com

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** Please consider the negative environmental impacts associated with printing email **

VISIT OUR WEBSITE FOR MORE INFORMATION ABOUT THE CITY OF NEW SMYRNA BEACH FLORIDA
www.cityofnsb.com

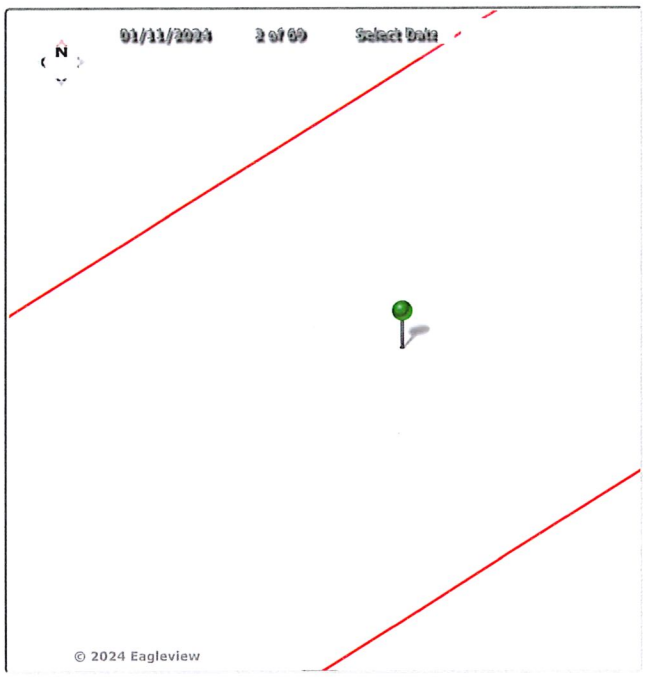
Stay on top of sales! Recent sales data now available for viewing on our website.

Volusia County Property Appraiser
Larry Bartlett, JD, CFA
We Value Volusia

Select Language

Summary | Tax Estimate | Permits | Map | Pictometry | Print

Alternate Key:	3734599
Parcel ID:	734403000440
Township-Range-Section:	17 - 33 - 44
Subdivision-Block-Lot:	03 - 00 - 0440
Physical Address:	DOSTER DR, NEW SMYRNA BEACH 32168
Owner(s):	JOHNSTON TAD D - TE - Tenancy in the Entirety - 100% JOHNSTON CRYSTAL G - TE - Tenancy in the Entirety - 100%
Mailing Address On File:	2141 SWOOPE DR NEW SMYRNA BEACH FL 32168 *Update Mailing Address*
Building Count:	0
Neighborhood:	4461 - CORBIN PARK UNIT 1 AND 2 *Neighborhood Sales*
Subdivision Name:	CORBIN PARK UNIT 3
Property Use:	0000 - VACANT RES
Tax District:	600-UNINCORPORATED - SOUTHEAST
2024 Final Millage Rate:	17.6036
Homestead Property:	No - *Apply for Homestead Online*
Agriculture Classification:	No - *Additional Information*
Short Description:	LOTS 44 TO 47 INC CORBIN PARK SUB NO 3 MB 23 PG 146 PER OR 4 470 PG 2503 PER OR 5450 PG 0623 PER OR 5831 PGS 1335-1336 PE R OR 7858 PG 1393



Values & Exemptions | Land & Buildings | Sales | Legal | Property Tax Bill

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0016-VAC UNPVD 2 - 4.99 AC	N	A-ACRE		2.7500				52,500	$43,313
									Total Land Value:	$43,313

Prepared by and Return To:
April Wolf
Fidelity National Title of Florida, Inc.
304 North Causeway
New Smyrna Beach, FL 32169

Order No.: 15-20-0451

For Documentary Stamp Tax purposes the consideration is $70,000.00

Doc Stamp: $490.00

APN/Parcel ID(s): 734403000440

WARRANTY DEED

THIS WARRANTY DEED dated May 29 2020, by Glen D. Wallace, a single person, hereinafter called the grantor, to Fad D. Johnston and Crystal G. Johnston, husband and wife, whose post office address is 2141 Swoope Drive, 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) 44, 45, 46 and 47, Corbin Park Subdivision Unit No. 3, according to the map or plat thereof, as recorded in Map Book 23, Page 146, of the Public Records of Volusia County, Florida.

Subject to easements, restrictions, reservations and limitations of record, if any.

The property being conveyed/mortgaged hereby, is vacant land and, to the best of grantor's knowledge, has never been improved with a structure that could have been utilized as a residence and/or mobile home. The property is not now, nor has it ever been, nor was it ever intended to be the homestead of the grantor, the grantor's spouse, and/or minor children, if any. Nor is it contiguous with or adjacent to such homestead. The grantor's residence is at the street or post office address designated below.

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, 2019.

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:

Witness Signature

Jamie Clark
Print Name

Witness Signature

APRIL MOORE
Print Name

Glen Wallace
Glen D. Wallace

Address: 1500 NE 5th Avenue
Pompano Beach, FL 33060

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 29 day of May 2020 by Glen D. Wallace, to me known to be the person(s) described in or who has/have produced Drivers license as identification and who executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same.

NOTARY PUBLIC
My Commission Expires:

JAMIE CLARK
State of Florida - Notary Public
Commission # GG 219122
My Commission Expires July 6, 2022

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-based business (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 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.

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.

(Ord. No. 81-39, § XII, 11-19-81; Ord. No. 82-20, § XIII, 12-9-82; Ord. No. 84-1, §§ III, VII, X, XII, 3-8-84; Ord. No. 85-2, § I, 3-14-85; Ord. No. 89-20, §§ VI, VII, 6-20-89; Ord. No. 90-34, § 17, 9-27-90; Ord. No. 92-6, § XIX, 6-4-92; Ord. No. 94-4, § XXI, 5-5-94; Ord. No. 97-19, § II, 8-7-97; Ord. No. 98-25, § VII, 12-17-98; Ord. No. 2004-20, § V, 12-16-04; Ord. No. 2009-17, § III, 5-21-09; 2021-14, § II, 7-20-21; Ord. No. 2021-34, § I(Exh. A), 12-14-21; Ord. No. 2023-04, § III, 2-21-23)

RC RESOURCE CORRIDOR CLASSIFICATION [6]

Purpose and intent: The purpose and intent of the RC Resource Corridor Classification is to provide protected, natural corridors consisting of environmentally sensitive and ecologically significant lands which connect to other protected areas such as parks and water bodies. The corridor shall provide a contiguous hydroecological pathway, where the wetlands and uplands are integrated and conducive to the maintenance and perpetuation of the system.

Permitted principal uses and structures: In the RC Resource Corridor Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

Apiaries; provided, however, that the RC classified area does not comprise part of a lot classified for residential, commercial or industrial use.

Aquatic preserves (state or federal designated).

Aviaries; provided, however, that the RC classified area does not comprise part of a lot classified for residential, commercial or industrial use.

Docks in accordance with section 72-278.

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 3 of the Land Development Code of Volusia County [article III] and/or final plan review procedures of this article.

Fire stations.

Fishing, hunting and wildlife management areas.

Historical or archeological sites.

Hobby breeder.

Home-based business (refer to section 72-283).

Pasture for the grazing, boarding or raising of livestock, subject to the maximum lot coverage requirements below.

Publicly owned parks and recreational areas.

Publicly owned or regulated water supply wells.

Silvicultural operations, which follow the most up to date state-prescribed best management practices.

Single-family standard, modular or mobile home dwelling.

Worm raising, provided, however, that the RC classified area does not comprise part of a lot classified for residential, commercial or industrial use.

Permitted special exceptions: Additional regulations/requirements governing permitted special exceptions are located in sections 72-293 and 72-415 of this article.

Animal shelters.

Communication towers exceeding 70 feet in height above ground level.

Dogs and cats boarded as personal pets exceeding the number permitted in subsection 72-306(a).

Except for those permitted principal uses and special exceptions listed hereunder, all agricultural pursuits, including the processing, packaging, storage and sale of agriculture products which are raised on the premises; provided however, that the total land area devoted to agricultural uses, including improved pasture, does not exceed 20 percent of the total lot area zoned RC and further provided that the RC classified area does not comprise part of a lot classified for residential commercial or industrial use.

Hunting camps.

Kennels.

Public uses not listed as a permitted principal use.

Public utility uses and structures (refer to section 72-293(1)).

Riding stables.

Dimensional requirements for lots, parcels and tracts of land zoned in its entirety as resource corridor.

Minimum lot sizes:

Area: 25 acres.

Width: 150 feet.

Minimum yard size:

Front yard: 50 feet.

Rear yard: 50 feet.

Side yard: 50 feet.

Waterfront yard: 75 feet.

Maximum building height: 45 feet.

Maximum lot clearance and coverage: Lot clearance can not exceed 20 percent. The area covered with principal and accessory buildings shall not exceed ten percent.

Minimum floor area: 750 square feet.

Dimensional requirements for lots, parcels or other tracts of land which are zoned a mixture of RC and another zone classification: In instances where Resource Corridor boundaries split existing lots parcels or tracts of land, the subject property may be subdivided into lots meeting the minimum lot area and width requirements of the zoning classification of the property not classified as Resource Corridor, providing that Resource Corridor classified lands are not counted as meeting part of the minimum lot area or lot width requirements of the other zone classification. In such instances, there shall be no minimum area or width requirements for the portion of the lot classified as RC. Development of lots classified as a mixture of RC and another zone classification shall be subject to the provisions of subsection 72-136(10) of this article.

Minimum lot size:

Area: No minimum for the portion of the lot classified as RC, providing that the minimum area requirement for the portion of the lot classified other than RC is met.

Width: No minimum for the portion of the lot classified as RC, providing that the minimum with requirement for the portion of the lot classified other than RC is met.

Minimum yard sizes: As provided for under subsection 72-136(10) of this article.

Maximum building height: 45 feet.

Maximum lot coverage: Lot clearance on the portion of the lot classified as RC cannot exceed 20 percent, and no more than ten percent of the portion of the lot classified as RC may be covered with

principal and accessory buildings. The portion of the lot classified other than RC shall be subject to the maximum lot coverage requirements of that zone classification.

Minimum floor area: As required for the portion of the lot not classified as RC.

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.

Skirting requirements for mobile home dwelling: The area between the ground and floor of the mobile home dwelling shall be enclosed with skirting.

(Ord. No. 92-6, § X, 6-4-92; Ord. No. 94-4, § XII, 5-5-94; Ord. No. 97-19, § II, 8-7-97; Ord. No. 98-25, § VII, 12-17-98; Ord. No. 2004-20, § V, 12-16-04; Ord. No. 2009-17, § III, 5-21-09; Ord. No. 2010-19, § II, 12-16-10; Ord. No. 2021-34, § I(Exh. A), 12-14-21; Ord. No. 2023-04, § III, 2-21-23)

NATIONAL WETLAND INVENTORY MAP CLASSIFICATION - SUBJECT PROPERTY

Classification Code: PSS3AD

System Palustrine (P) : The Palustrine System includes all nontidal wetlands dominated by trees, shrubs, persistent emergents, emergent mosses or lichens, and all such wetlands that occur in tidal areas where salinity due to ocean-derived salts is below 0.5 ppt. It also includes wetlands lacking such vegetation, but with all of the following four characteristics: (1) area less than 8 ha (20 acres); (2) active wave-formed or bedrock shoreline features lacking; (3) water depth in the deepest part of basin less than 2.5 m (8.2 ft) at low water; and (4) salinity due to ocean-derived salts less than 0.5 ppt.

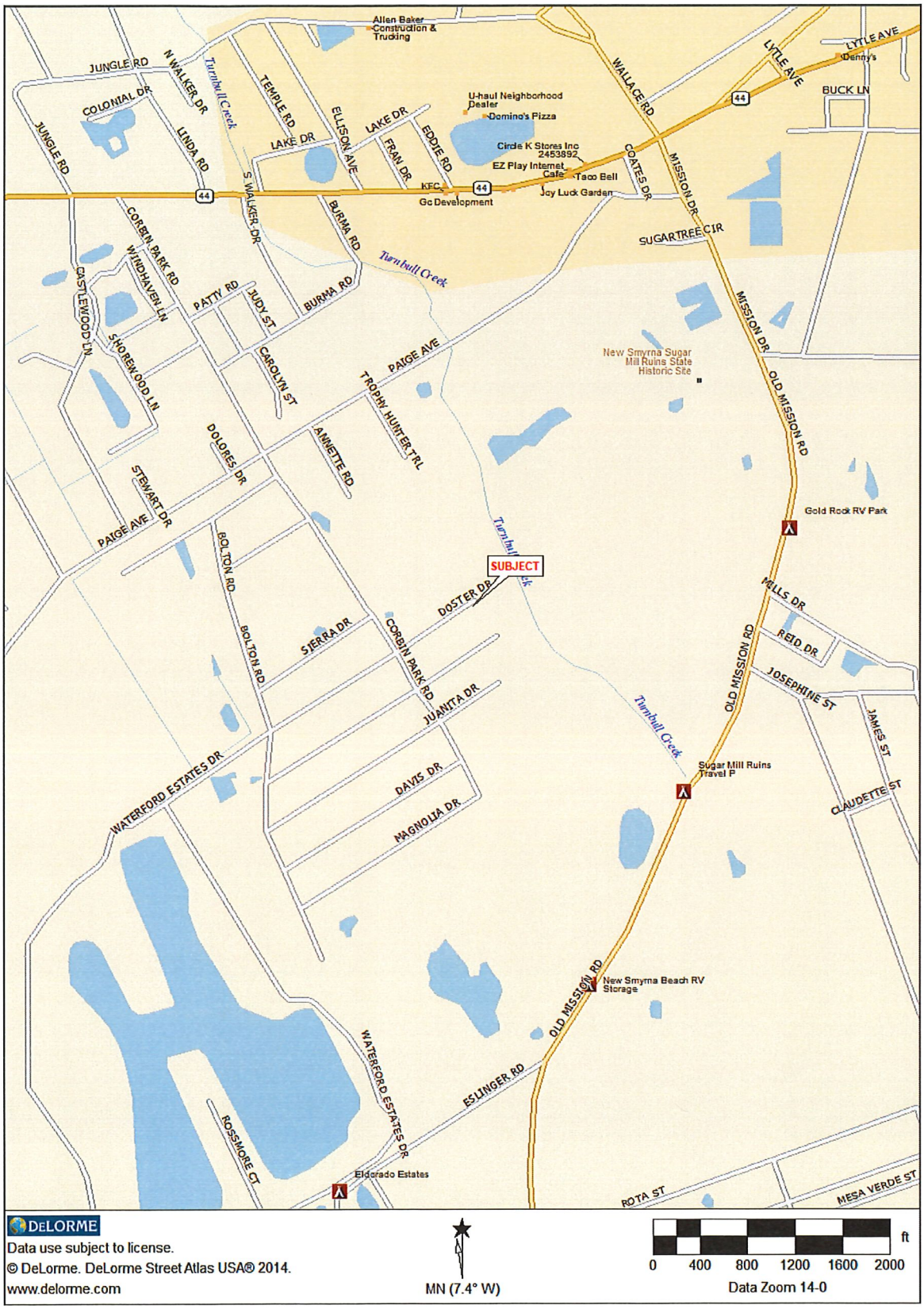
Class Scrub-Shrub (SS) : Includes areas dominated by woody vegetation less than 6 m (20 feet) tall. The species include true shrubs, young trees (saplings), and trees or shrubs that are small or stunted because of environmental conditions.

Subclass Broad-Leaved Evergreen (3) : Woody angiosperms (trees or shrubs) with relatively wide, flat leaves that generally remain green and are usually persistent for a year or more; e.g. red mangrove (Rhizophora mangle).

Water Regime Temporary Flooded (A) : Surface water is present for brief periods (from a few days to a few weeks) during the growing season, but the water table usually lies well below the ground surface for the most of the season.

Special Modifier Partially Drained/Ditched (d) : A partly drained wetland has been altered hydrologically, but soil moisture is still sufficient to support hydrophytes. Drained areas that can no longer support hydrophytes are not considered wetland. This Modifier is also used to identify wetlands containing, or connected to, ditches. The Partly Drained/Ditched Modifier can be applied even if the ditches are too small to delineate. The Excavated Modifier should be used to identify ditches that are large enough to delineate as separate features; however, the Partly Drained/Ditched Modifier also should be applied to the wetland area affected by the ditching.

NEIGHBORHOOD MAP



QUALIFICATIONS OF THE APPRAISER

MARTIN CONCANNON
INDIAN RIVER APPRAISAL SERVICES, INC.
1114 N. PENINSULA AVENUE
NEW SMYRNA BEACH, FL. 32169
Email: marty@heffingtonandassociates.co

BUSINESS AND PROFESSIONAL AFFILIATIONS

Active Florida Real Estate Salesman License #0130821-4628
Certified General Appraiser License #RZ907

EDUCATION

University of Florida, Bachelor of Science Degree, Real Estate and Urban Land Studies, 1975
American Institute of Real Estate Appraisers
Course 8-2: Residential Valuation
Course 1A: Principles, Methods, Techniques of Appraising
Course 1B: Capitalization, Theory and Techniques of Appraising

APPRAISAL EXPERIENCE

Associated with Heffington & Associates, 1983 to Present
Security First Federal Savings and Loan, January 1976 to 1983
Completed appraisals on industrial properties, apartments, professional offices, medical offices, small and large acreage tracts of land, retail properties, mobile home parks etc.

COURT QUALIFICATIONS

Qualified as expert witness for Real Estate Valuation
Provided testimony in court hearings for dissolution of marriage, deficiency judgments, etc.

PARTIAL LIST OF CLIENTS

BB&T
Fairwinds Credit Union
Regions Bank
TD Bank
City of Daytona Beach
City of New Smyrna Beach
City of South Daytona
City of Edgewater
City of Deltona
County of Volusia
Daytona Beach International Airport
South State Bank N.A.
Farm Credit of Florida
Halifax Health
Seacoast Bank
Intracoastal Bank
City of DeLand
City of Ormond Beach
City of Port Orange
Ameris Bank
Surety Bank
Mainstreet Bank

QUALIFICATIONS OF THE APPRAISER

R. TODD HEFFINGTON, MAI
911 BEVILLE ROAD, STE. 8
DAYTONA BEACH, FL 32119
Email: todd@heffingtonandassociates.com

BUSINESS AND PROFESSIONAL AFFILIATIONS

Member, Appraisal Institute
State Certified General Real Estate Appraiser - State of Florida, License RZ2368
Florida Real Estate Salesman, License SL 0589200
Member DeLand-West Volusia Board of Realtors

EDUCATION

B.S. Degree Real Estate, University of Florida, 1992
Master of the Arts Degree in Real Estate, University of Florida, 1994
Numerous continuing education courses and seminars

APPRAISAL EXPERIENCE

Clayton, Roper, and Marshall, May 1993 through August 1993
Heffington & Associates, September 1, 1993 to Present

Completed appraisals on Single-family Residences, Vacant Residential Land, Agricultural Land, Producing Agricultural Properties, Vacant Commercial Properties, Apartment Developments, Industrial Properties, Golf Courses, Office Buildings, Condemnation Appraisals

COURT QUALIFICATIONS

Qualified as expert witness for Real Estate Valuation
Provided testimony in court hearings for condemnation, deficiency judgments, etc.

PARTIAL LIST OF CLIENTS

Surety Bank
Fairwinds Credit Union
Intracoastal bank
Ameris Bank
Barwick Bank
City of New Smyrna Beach
City of South Daytona
County Volusia
School Board of Volusia County
Florida Department of Transportation
South State Bank N.A.
Farm Credit of Florida
Mainstreet Community Bank
Seacoast Bank
City of Daytona Beach
City of DeLand
City of Ormond Beach
City of Port Orange
Daytona Beach International Airport
Halifax Health

PURHASE AND SALE AGREEMENT

THIS AGREEMENT entered into this 14TH day of FEBRUARY 2025, between Tad and Crystal Johnston, who mailing address 2141 Swoope Drive, New Smyrna Beach, Florida 32168 ("Seller"), and **CITY OF NEW SMRYNA BEACH**, whose address is 210 Sams Avenue, New Smyrna Beach, FL, 32168, ("Buyer").

RECITALS

A. The addresses and telephone numbers of the parties to this Agreement are as follows:

SELLER

Tad and Crystal Johnston
2141 Swoope Drive
New Smyrna Beach, Florida
Telephone:
Email: tdj32168@gmail.com

kresheidat@cityofnsb.com

BUYER:

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida, 32168
Khalid Resheidat, Acting City Manager
Telephone: (386) 410-2600
Email:

With a copy to:

Carrie Avallone, City Attorney
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168
Telephone: (386) 410-2600
Email: cavallone@cityofnsb.com

B. Buyer acknowledges and agrees that Seller has a binding Option Agreement on that certain real property in Volusia County, Florida, which property is more particularly described in Exhibit "A" attached hereto and incorporation herein by this reference (hereinafter referred to as the "Property") and is not presently the owner of the Property. The Property includes any and all improvements, fixtures, timber, water and minerals located thereon, and any and all appurtenant rights, including but not limited to, riparian rights, timber rights access rights and mineral rights.

C. Seller wishes to sell the Property to Buyer and Buyer wishes to purchase the property from Seller on the terms and conditions set forth in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. **Purchase and Sale**. In consideration of an earnest money deposit by Buyer to Seller in the amount of One Hundred Dollars and 00/100 ($100.00) (the "Deposit") and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and Buyer agrees to buy the Property on the terms and conditions set forth in this Agreement. The Deposit paid above shall be credited towards the Purchase Price (as defined below). Seller shall return the Deposit to Buyer if the sale of the Property is not completed under this Agreement because of Seller's failure, refusal or inability to perform any of Seller's obligations under this Agreement.

2. **Inspection Period**. The period of time from the effective date of this Agreement through 30th day of April 2025, shall constitute Buyer's inspection period (the "Inspection Period"). During the Inspection Period, Buyer, through its employees, agents and contractors may enter upon the Property for the purpose of making any inspections and investigations, as Buyer deems appropriate in order to assess the condition of the Property. During the Inspection Period, Buyer may, in its sole discretion, terminate this Agreement by delivering written notice to Seller, prior to the end of the Inspection Period if it deems the survey, status of title, or physical or environmental condition to be unacceptable to Buyer.

3. **Purchase Terms**.

a. Price. The purchase price for the Property shall be One hundred and Fifty thousand dollars and 00/100 ($150,000) (the "Purchase Price").

b. Method of Payment. The Purchase Price shall be paid at closing by cashier's or bank check or by wire transfer of immediately available funds, subject to credits, prorations and adjustments as provided in this Agreement.

4. **Closing**. In the event Buyer does not terminate this Agreement as permitted herein, the Closing shall take place on or before May 1, 2025, at a time and place mutually agreeable to the parties. The closing agent shall be Professional title Agency 313 Julia street, New Smyrna Beach, FL 32168.

The parties may arrange to close by mail.

Seller shall deliver to Buyer at closing the following documents prepared by Seller's counsel:

a. a special warranty deed to the Property meeting the requirements as to title of Section 6 below, together with a bill of sale for the personal property appurtenant to the Property, if any, and;

b. an owner's affidavit attesting to the absence of mechanic's or materialmen's liens, boundary line disputes, proceedings involving Seller which might affect title to the Property, or parties in possession other than the Seller and such lessees or licensees as may be in possession pursuant to ground leases or licenses and meeting the requirements of Section 6, below, and;

c. such other instruments and documents as Buyer's counsel may reasonably request for the purpose of confirming proper and lawful execution and delivery of closing documents and conveyance of the Property to Buyer in accordance with this Agreement, and any of the requirements of the title insurer, including, without limitation, assignments of surviving leases and contracts affecting the Property.

d. closing statement

Possession of the Property shall pass to Buyer at time of closing.

5. **Closing Expenses and Prorations**:

a. Buyer's expenses:

i. Buyer's attorney's fees;

ii. If Buyer obtains financing for this transaction, including financing by the Seller, Buyer shall pay any documentary or other taxes which may be payable on the promissory note, the mortgage or deed of trust, and the recording costs of UCC statements and other security instruments, if any; and

b. Seller's expenses:

i. the cost of title examination, preparation of the title insurance commitment, the owner's title insurance premium, and all other costs associated with the preparation and delivery of the owner's title insurance policy, including the costs or fees of the title insurance agency or attorney;

ii. transfer or documentary taxes, if any, on the deed of conveyance;

iii. recording fees, and the cost of preparing all documents necessary to satisfy the requirements of the title insurance commitment or remove encumbrances on Seller's title;

iv. the cost of the boundary survey;

v. Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of closing, based upon the current assessment and millage rates on the Property

vi. Seller shall pay and an all cost associated with closing;

c. All other expenses, including, without limitation, attorneys' fees, shall be paid by the party incurring the same.

6. **Condition of Title**.

a. Within five (5) days of the effective date of this Agreement, Seller shall provide Buyer a commitment for an ALTA Owner's Title Insurance Policy insuring the marketable title of the Property from Tad and Crystal Johnston in the amount of the Purchase Price. At closing, the premium for the title insurance policy shall be paid by Seller.

b. Buyer may object to any matter of title that, in the opinion of Buyer, would constitute a title defect or render title unmarketable or uninsurable. Such objections to title shall be specified in writing and deliver to Seller with ten (10) days from the date of receipt of the title commitment by Buyer.

c. In the event Buyer timely notifies Seller of objections to title, Seller shall cure such title defects within thirty (30) days from receipt of notice.

d. If after the exercise of reasonable due diligence Seller is unable to make title to

the Property such as is required by Buyer by the closing date, then Buyer shall have the right to:

i. terminate this Agreement, in which case all monies paid by Buyer in accordance with this Agreement shall be returned immediately to Buyer and the parties shall be relieved of any further obligations hereunder;

ii. extend the closing date for up to thirty (30) days to allow Seller additional time to make title to the Property such as is required by the terms of this Agreement; or

iii. elect to accept title to the Property in its existing condition.

7. **Buyer's Right of Entry and Survey**. Seller shall provide to Buyer a current certified boundary survey performed by a registered Florida land surveyor in form acceptable to Buyer. The plat of the survey shall show the boundaries of, and state the acreage of the Property, rounded to the nearest one-hundredth (1/100) of an acre. The legal description in Exhibit "A" shall be changed, if necessary, to conform to the survey and to the requirements of the title commitment. If an accurate boundary survey by Seller' surveyor discloses any state of facts which materially or adversely affect the insurability of marketability of the title to the Property, same shall be treated in the same manner as a title defect under Section 6 above.

8. **Representations and Warranties of Seller**. Seller represents and warrants to Buyer that Seller shall have good and marketable fee simple title to the Property by the time of closing. Seller has full power and authority to enter into this Agreement and to convey title to the Property in accordance with this Agreement. No one other than Seller will be in possession of, nor have any right of possession of, any portion of the Property at the time of conveyance to Buyer. If, before the conveyance to Buyer, Seller discovers any information or facts that would materially change the foregoing warranties and representations, Seller shall immediately give notice to Buyer of those facts and information. If the facts which cause any warranty or representation to be inaccurate are not remedied before the date of conveyance to Buyer, Buyer may elect to either:

a. terminate this Agreement, in which case Buyer shall have no obligation to accept title to the Property, or

b. defer the closing date for a period of up to Thirty (30) days to permit Seller to remedy the problem.

9. **Seller's Promise to Remove Personal Property**. Prior to closing Seller promises to remove or cause to be removed from the Property, at Seller's sole cost and expense, any and all personal property and/or trash, rubbish or any other unsightly or offensive materials thereon, including, but not limited to, any tanks and hazardous substance in tanks, barrels, equipment, pipelines, sheds or chicken coops or other containers on the Property.

10. **Notices**. All notices pertaining to this Agreement shall be in writing delivered to the parties hereto by hand, email, first class mail, or courier service, in accordance with the information set forth in Recital "A."

11. **Binding on Successors**. This Agreement shall be binding not only upon the parties but also upon their respective heirs, personal representatives, assigns and other successors in interest.

12. **Remedies upon Default**. In the event that Seller defaults in the performance of any of Seller's obligations under this Agreement, Seller shall pay to Buyer the sum of One Thousand and 00/100 Dollars ($1,000.00) as full liquidated damages for Seller's default. In the event that Buyer defaults in the performance of any of Buyer's obligations under this Agreement, Buyer shall pay to Seller the sum of One Thousand and 00/100 Dollars ($1,000.00) as full liquidated damages for Buyer's default.

13. **Entire Agreement/Modification**. This Agreement shall not be modified or amended except by an instrument in writing, signed by or on behalf of both parties.

14. **Counterparts**. The Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall be deemed an original and which, together, shall constitute one and the same agreement.

15. **Effective Date**. As used herein, the terms "date of this Agreement," "date hereof," and "effective date of this Agreement" shall mean the date on which the last of the parties signs this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and sealed by its duly authorized signatory(ies) on he dates set forth below.

SEE FOLLOWING PAGES FOR SIGNATURES

SELLER: Tad Johnston

Witness Sharon Stephenson

By: TAD JOHNSTON

Witness KULPREET SINGH

Date: 2/14/25

SELLER: Crystal Johnston

Witness Sharon Stephenson

By:

Witness KULPREET SINGH

Date: 2/14/25

BUYER: CITY OF NEW SMYRNA BEACH

Witness

By: _____

Name: _____

Title: _____

_____

Witness Date: _____

Approved as to form and legality

BY: _____

❑
Print Name:_____

Date: _____
❑

EXHIBIT "A'
LEGAL DESCRIPTION

Parcel ID Number: 734403000440

LOTS 44 TO 47 INC CORBIN PARK SUB NO 3 MB 23 PG 146 PER OR 4 470 PG 2503 PER OR 5450 PG 0623 PER OR 5831 PGS 1335-1336 PE R OR 7858 PG 1393

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

CONSIDER THE APPROVAL OF A REAL ESTATE PURCHASE AGREEMENT FOR A TURNBULL CREEK CONSERVATION PROPERTY OWNED BY BLOSSOM DEVELOPMENT

July 8, 2025

Background:

As part of the Turnbull Creek Master Plan and in an effort to meet the objectives of the 2018 $15 million Bond Referendum to acquire conservation properties within the Turnbull Creek Study area, Staff has negotiated and is presenting the attached Purchase Agreement for consideration. The proposed property is owned by Blossom Development Inc and is located on the South side of Paige Avenue west of Mission Drive behind the NSB Regional Shopping Center. The property is comprised of a total of 20.21 acres. Blossom Development requesting a purchase price of $904,860.00 The City had 2 appraisals completed on the property. The first was from Heffington Appraisal of Daytona Beach whose total appraisal is $737,000. The second appraisal was provided by Ronald Crouse of Edgewater, Florida whose total appraised value is $1,010,000.00. The average of the two appraisals is $837,500.00. This value is slightly below the $904,860.00 purchase price. This contract is connected to the sale of the Festival Property Agreement with a total purchase price of $1,100,000.00 and a combined average appraisal of $1,063,500.00

Staff recommends approval.

Fiscal Analysis:

Funding will come from Turnbull Creek Bond Proceeds

Strategic Plan Item:

Yes

Staff Report Created By: Ron Neibert - Assistant City Manager

Attachments:

Blossom 22.5 acres Paige ave.pdf
Appraisal Report-20.2 Acres SS of Paige Ave, New Smyrna Beach.pdf
Blossom Agreement.pdf

RESTRICTED APPRAISAL REPORT

20.2 ACRES VACANT LAND

TAX PARCELS # 7343-06-00-0880 & 7343-06-00-0881
LOCATED ON VICS WAY

NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA 32168

PREPARED FOR

RON NEIBERT

ASSISTANT CITY MANAGER

CITY OF NEW SMYRNA BEACH

210 SAMS AVENUE

NEW SMYRNA BEACH, FL 32168

DATE OF INSPECTION – APRIL 18, 2025

DATE OF VALUE – APRIL 18, 2025

DATE OF REPORT – MAY 02, 2025

PREPARED BY

RONALD S. CROUSE, ASA, CRA, IFAS

STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER RZ670

POMEROY PA APPRAISAL ASSOCIATES OF FLORIDA, INC.
Real Estate Appraisers — Consultants
600 N. RIDGEWOOD AVE., SUITE A, EDGEWATER, FL 32132 • TEL. 386-423-5110 • FAX 386-423-3066

May 02, 2025

Ron Neibert
Assistant City Manager
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32168

Re: Restricted Appraisal Report of land Parcels 7343-06-00-0880 & 7343-06-00-0881
Properties located on Paige Avenue, New Smyrna Beach, Volusia County FL 32168.
PAA File # 225.06B

Dear Mr. Neibert:

In accordance with your request, I submit to you this Restricted Appraisal Report. The purpose of the appraisal is to estimate the market value "As Is" of the above-cited property.

This letter of transmittal is followed by the certification of the appraisal and the narrative appraisal report. Any data not contained in the report is retained in our file memorandum.

Particular attention is directed to the Underlying Assumptions and Limiting Conditions section of this report.

Summary of Value

Estimated "As Is" Value of Subject Property - **$1,010,000**

(As Vacant Land Only)

Thank you for the privilege of serving you.

Sincerely,

Ronald S. Crouse, ASA, CRA, IFAS
State-certified general real estate appraiser RZ670

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1) The statements of fact contained in this report are true and correct.

2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, unbiased professional analyses, opinions, and conclusions.

3) I have no present or prospective interest in the property that is the subject of this report and I have no personal interest with respect to the parties involved; any specified interest or bias has not affected the impartiality of my opinions and conclusions.

4) My compensation for this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

5) My engagement in this assignment was not contingent upon developing or reporting predetermined results, requested minimum valuation, a specific valuation, or the approval of a loan.

6) My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics of the Appraisal Institute and the American Society of Appraisers

7) I have made a personal inspection of the property that is the subject of this report.

8) Mickey W. Smith, State-Certified General Real Estate Appraiser #RZ2364 helped in the data collection and analysis for this report.

9) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

10) The use of this report is subject to the requirements of the Appraisal Institute and the American Society of Appraisers relating to review by its duly authorized representatives.

11) I have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report, within the three-year period immediately preceding acceptance of this assignment.



Ronald S. Crouse, ASA, CRA, IFAS
State-certified general real estate appraiser RZ670

SUMMARY OF SIGNIFICANT CONCLUSIONS	
Location	South Side of Paige Ave, New Smyrna Beach, Volusia County, Florida, 32168.
Tax ID Account #	7343-06-00-0880 & 7343-06-00-0881
Legal Description	LOTS 1 BLK 5 WOODLAND MB 6 PG 134 PER OR 1556 PG 0500 PER OR 6513 PG 1166 PER OR 7124 PGS 2722-2723
Ownership	FESTIVAL PROPERTIES INC
Type of Property	Vacant Land fully wooded
Site Size	Rectangular parcel **contains 20.5 ± acres** Per Volusia County Property Appraiser. Listing has size as 24.5 acres. No survey was supplied to the appraiser. All figures were estimated by on line public records sources. The National Wetlands Inventory Map indicated That around 50% of the parcel is identified as Freshwater Forested/Shrub Wetlands. However, county records show no wetlands. Would require survey.
Site Improvements	None Included
Improvements	None Included
Easements & Encroachments	None known that affects market value.
Current Assessment	$239,600 per (VCPA) Total both parcels
Current Taxes	$3,786.3 (VCPA) Total both parcels
Zoning / Future Land Use	It is zoned R-4 Urban single Family and RC Resource Corridor by Volusia County and Future Land use is ESC – Environmental Systems Corridor. No zoning information was supplied to the client. Zoning and Future Land Use were estimated from public records.
Highest & Best Use Vacant	Some type of residential use as allowed by zoning, planning regulations, any environmental constraints and demand by the market.
As Improved	N/A
Marketing/Exposure Period	12 to 24 months
Intended User	City of New Smyrna Beach
Date of Value	April 18, 2025
"As Is" Market Value	**$1,010,000** (As Vacant Land Only)

RESTRICTED APPRAISAL REPORT

This is a Restricted Use Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it does not present discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

CLIENT: City of New Smyrna Beach

APPRAISER: Ronald S. Crouse, ASA, CRA, IFAS
State Certified General Real Estate Appraiser RZ670

SUBJECT: South Side of Vics Way, New Smyrna Beach, Volusia County, Florida, 32168.Tax ID Account # 7343-06-00-0880 & 7343-06-00-0881

PURPOSE OF APPRAISAL: To estimate the market value as defined by the Office of the Comptroller of the Currency under F 12, Part 34, Subpart C.

INTENDED USE OF REPORT: For the sole purpose of assisting the client in establishing a market value for the subject property for internal matters of the client.

INTEREST VALUED: Market value of the subject property in Fee Simple Estate.

EFFECTIVE DATE OF VALUE: April 18, 2025

DATE OF INSPECTION: April 18, 2025

DATE OF REPORT: May 02, 2025

MARKETABILITY: The subject site is compatible with the neighborhood, and demand for this type property is average in this location.

Marketing Period – Exposure Time

"Marketing Period" is defined as follows:

The most probable amount of time necessary to expose a property, in its entirety, to the open market in order to achieve a sale. Implicit in this definition are the following characteristics.

- The property will be actively exposed and aggressively marketed to potential purchasers through marketing channels commonly used by sellers of similar type properties.

- The property will be offered at a price reflecting the most probable mark-up over the market value used by sellers of similar type properties.

- A sale will be consummated under the terms and conditions of the definition of market value.

"Exposure Time" is defined as follows:

Exposure time is a "retrospective" opinion, looking back (from the effective date) to the beginning of the "hypothetical" process of selling the asset, so that the sale would have been consummated on the "effective date" of appraisal.

We estimate the subject property should sell after a marketing effort of approximately 12 to 24 months at or near the appraised value. It is our opinion that a 12-to-24-month exposure time is adequate for the subject property.

REAL ESTATE APPRAISED: Tax identification Account Number 7324-12-05-0010.

OWNERSHIP AND SALES HISTORY: According to the tax records, the subject property is under the ownership of BLOSSOM DEVELOPMENT INC. There has been no recorded arm's length transaction in the last five years. The subject is currently listed for $1,250,000.

ZONING: REFER TO SUMMARY OF SIGNIFICANT CONCLUSIONS

IMMEDIATE NEIGHBORHOOD DATA: The neighborhood has seen growth, especially in the residential areas; the interior residential areas are around 70-80% built out although land is still available to the west. Westward expansion of the city, including west of I-95, has brought increasing demand for conveniently located commercial support services. Land along State Road 44 is well situated to meet this need. We expect the neighborhood; especially its residential, commercial and service uses will continue to be in demand.

SITE DESCRIPTION

Location: The subject is located South Side of Paige Ave Way which intersects with Mission Road to the East providing access to State Road. Access is provided to the site by a dirt path drive. This road links with a paved section of this same road around 100± feet to the East which leads to an existing subdivision. It is our assumption the site would be accessible for residential development.

Size/Shape: The topography generally level to rolling and 100% wooded. The site is a rectangular parcel and contains 20.2 ± acres Per Volusia County Property Appraiser. No survey was supplied to the appraiser. All figures were estimated by on line sources.

Utilities: There are currently no utilities connected to the site. All available services would need to be run to the site. On site utilizes are typical in the area and this is not believed to impact the sites marketability.

Access: Access is provided to the site by a dirt path drive. This road links with a paved section of this same road around 200± feet to the East. There mat also be access granted for the West Side of Paige Avenue.

Wetlands: The National Wetlands Inventory Map indicates that the 50% of site is within wetland classification (see addendum for details). However, county records show no wetlands. Would require survey.

IMPROVEMENTS: None

HIGHEST AND BEST USE: The Highest and Best Use as vacant would be for some type of residential use as allowed by zoning, planning regulations, any environmental constraints and demand by the market. (Report makes the general assumption that the site can be improved)

APPRAISAL SCOPE, DEVELOPMENT AND REPORTING PROCESS: This Restricted Appraisal Report is based on market data that has been used in estimating a value conclusion for the subject property.

In conducting the appraisal assignment, the appraiser first collected preliminary public record search data and made an initial search of available market sales, trends, and influences. A physical inspection of the subject property was made. The appraiser is not an expert in matters of pest control, structural engineering, hazardous waste, survey, or title matters, and no expertise or warranty is implied in these or other areas.

The appraiser has also relied upon secondary data sources such as public records, real estate brokers, etc., and primary data collected by the appraiser. To the extent possible, this data has been confirmed by the participants in the market or public records information. The most applicable and/or comparable information has been used in our analysis as deemed essential to support our value conclusions. The elements considered in our analysis were the market value of the Fee Simple Estate.

In developing this appraisal an attempt was made to locate properties that are similar in appeal, size, with similar development potential thereby reflecting the least amount of variances. The appraiser narrowed his search to the sales that best reflect the elements of the subject property. Sometimes, in the research process, it becomes necessary to expand the search parameters. We searched for sales of similar type parcels in the city of New Smyrna Beach and surrounding area. We identified several sales and the most reliable were used in our analysis to estimate of value for the overall subject property as vacant.

The sales utilized in this report are considered the most similar and the most reliable value indicators at time of appraisal.

The approach used in estimating the market value of the subject property was the Sales Comparison Approach. This restricted Appraisal Report sets forth only the appraiser's conclusions. Supporting documentation is retained in the appraiser's file.

To estimate the market value of the subject property as vacant

RELATIVE COMPARISON METHOD OF ANALYSIS:

A qualitative technique for analyzing comparable sales; used to estimate whether the characteristics of a comparable property are inferior, superior, or equal to those of the subject property. Relative comparison analysis is similar to paired data analysis, but quantitative adjustments are not derived. This was the method used for the analysis of the subject property.

RELATIVE COMPARISON:

Property Rights

The subject property was appraised according to property rights known as fee simple estate. The exact definition is included in this report. Fee simple estate infers absolute ownership unencumbered by any other interest of estate; subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. All of the comparable properties were sold in fee simple, and so no adjustments were required for this aspect of ownership.

Financing Terms

Sale prices for identical properties can differ due to influences of different financing arrangements. Below market interest rates tend to increase sale prices, while interest rates above market can result in decreased sale prices. The subject property was appraised on a cash equivalent basis; so, all comparables should reflect cash equivalent sales prices. All of the comparable properties that were verified were sold for cash, or were considered cash equivalent, and no adjustments were necessary.

Conditions of Sale

Conditions of sale refer to the motivations of the buyer and seller, and whether the sale was an "arm's-length transaction" or not. Sale prices can be influenced because the parties are related to one another through business or family. Also, prices can be lower than market because the seller needs cash in a hurry, or prices can be higher because a developer may need a site as an assemblage. The motivations of the buyers and sellers of the comparable properties used in this analysis were questioned during the verification process for each sale.

Market Conditions

The market conditions adjustment relates to the economic conditions of the market at the time of the comparable sale compared to market conditions at the effective date of the appraisal. Changes in market conditions may be caused by fluctuation in supply and demand, interest rates, inflation or deflation, and overall economic factors. The real estate market for this type property appears to be stabilizing. All sales are within a time frame that no adjustment is warranted

Other Elements

All other differences that are considered to impact value in comparison with the sales to the subject will be addressed in a short narrative format to help the reader understand the process and need for the adjustments.

Element	Subject	Sale 1		Sale 2		Sale 3	
Location	Vics Way	Tomoka Farms Rd		Halleck Street		N. Glencoe Rd	
	New Smyrna Beach	Port Orange		New Smyrna Beach		New smyrna Beach	
Land Area Acres	20.20	20.00		10.27		18.05	
Use	R-4/RC	Similar		Similar		Similar	
Sale Price		$800,000	ADJ.	$600,000	ADJ.	$950,000	ADJ.
Sale Price Per SF Land		$40,000		$58,423		$52,632	
Property Rights Conveyed	Fee Simple	Fee Simple	0%	Fee Simple	0%	Fee Simple	0%
Adjusted Sales Price		$800,000		$600,000		$950,000	
Financing Terms		Market	0%	Market	0%	Market	0%
Adjusted Sales Price		$800,000		$600,000		$950,000	
Conditions of Sale		Arm's Length	0%	Arm's Length	0%	Arm's Length	0%
Adjusted Sales Price		$800,000		$600,000		$950,000	
Sale Date	5/2/2025	10/23/2023		7/28/2023		5/2/2025	
Market Conditions	0	1.5	0%	1.8	0%	0.0	0%
Adjusted Sales Price		$800,000		$600,000		$950,000	
Adjusted Sale Price		$800,000		$600,000		$950,000	
Adjusted Sale Price/Acre		$40,000		$58,423		$52,632	
Other Adjustments							
Location	Average	Average	0	Average	-	Superior	-
Size Acres	20.20	20.00	0	10.27	0	18.05	0
Access/Frontage	Average	Average	0	Superior	-	Superior	-
Zoning	R-4/RC	Inferior	+	Similar	0	Similar	0
Topography	Rolling/Wooded	Cleared	-	Rolling/Wooded	0	Cleared	-
Utility/Shape	Average	Average	0	Average	0	Average	0
		$40,000	Higher	$58,423	Lower	$52,632	Lower

INDICATED SUBJECT VALUE		
High	$58,423	
Low	$40,000	
Mean	$50,351	
Median	$52,632	

20.20	@	$50,000	Per Acre	$1,010,000
			Reconciled Value:	$1,010,000

ADJUSTMENTS

SALE 1 - $55,432 per acre. This is the sale of a generally similar vacant parcel of land. This sale is generally similar to the subject in all respects, except for:

Utility/Shape: The subject's utility is considered superior to Sale 1.

Overall, this sale's index price is felt to be less than what the subject should expect.

SALE 2 - $58,423 per acre. This is the sale of a generally similar vacant parcel of land. This sale is generally similar to the subject in all respects, except for:

Access: The subject is located on a shell street which would require the owner to pay for at least the minimum level of access requirements allowed by planning and zoning. All sales are located along existing roads. This factor required all sales to receive a minus

Overall, this sale's index price is felt to be higher to what the subject should expect.

SALE 3 - $52,632 per acre. This is the sale of a generally similar vacant parcel of land. This sale is generally similar to the subject in all respects, except for:

Location: The subject is located in close proximity to main existing development. Sale 1 is considered more rural and inferior. Sale 3 is considered superior and warranted a minus adjustment.

Access: The subject is located on an undeveloped platted road which would require the owner to pay for at least the minimum level of access allowed by planning and zoning.
All sales are located along existing roads. This factor required all sales to receive a minus adjustment.

Topography: The subject is heavily wooded and wood require clearing prior to development. Sale 3 is cleared or mostly cleared and would receive a higher unit value warranting a minus adjustment.

Overall, this sale's index price would be slightly more to what the subject should expect.

INDICATED LAND VALUE BY THE SALES COMPARISON APPROACH

Varying degrees of emphasis were placed on all sales. Based on our analysis we conclude that the estimated value of the subject as vacant land is $50,000 per acre. Resulting in the following valuation for the subject property:

20.2 Acres @ $50,000/ AC = **$1,010,000 (R)**

RECONCILIATION OF VALUE INDICATIONS AND FINAL VALUE ESTIMATE

The Sales Comparison Approach was utilized in valuing the land. Therefore, based on the foregoing facts, the fair market value of the subject property, land only, as of the date of valuation, is estimated to be **$1,010,000.**

SUBJECT LOCATION MAP

Volusia County Property Appraiser



6/3/2025, 10:07:53 PM

1:18,056

Parcel
Override 1
Streets

Cities
EDGEWATER
NEW SMYRNA BEACH

Water Body Names
Water Bodies
County Boundary

0 0.2 0.4 0.8 mi
0 0.3 0.6 1.2 km

State of Florida, Maxar

ArcGIS Web AppBuilder
VCPA 2021

AERIAL OF SUBJECT PROPERTY

Volusia County Property Appraiser



6/3/2025, 10:05:56 PM

Parcel
Override 1
Streets
Parcel Text
Cities
NEW SMYRNA BEACH
Water Body Names
Water Bodies
County Boundary

1:4,514

0 0.05 0.1 0.2 mi
0 0.07 0.15 0.3 km

State of Florida, Maxar

ArcGIS Web AppBuilder
VCPA 2021

WETLANDS MAP

U.S. Fish and Wildlife Service
National Wetlands Inventory

Wetlands



June 4, 2025

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper

Classification code: PFO1Ad
System **Palustrine (P)** : The Palustrine System includes all nontidal wetlands dominated by trees, shrubs, persistent emergents, emergent mosses or lichens, and all such wetlands that occur in tidal areas where salinity due to ocean-derived salts is below 0.5 ppt. It also includes wetlands lacking such vegetation, but with all of the following four characteristics: (1) area less than 8 ha (20 acres); (2) active wave-formed or bedrock shoreline features lacking; (3) water depth in the deepest part of basin less than 2.5 m (8.2 ft) at low water; and (4) salinity due to ocean-derived salts less than 0.5 ppt.

Class **Forested (FO)** : Characterized by woody vegetation that is 6 m tall or taller.
Subclass **Broad-Leaved Deciduous (1)** : Woody angiosperms (trees or shrubs) with relatively wide, flat leaves that are shed during the cold or dry season; e.g., black ash (Fraxinus nigra).

Water Regime **Temporary Flooded (A)** : Surface water is present for brief periods (from a few days to a few weeks) during the growing season, but the water table usually lies well below the ground surface for the most of the season.

Special Modifier **Partially Drained/Ditched (d)** : A partly drained wetland has been altered hydrologically, but soil moisture is still sufficient to support hydrophytes. Drained areas that can no longer support hydrophytes are not considered wetland. This Modifier is also used to identify wetlands containing, or connected to, ditches. The Partly Drained/Ditched Modifier can be applied even if the ditches are too small to delineate. The Excavated Modifier should be used to identify ditches that are large enough to delineate as separate features; however, the Partly Drained/Ditched Modifier also should be applied to the wetland area affected by the ditching.

SALE 1

Volusia County Property Appraiser



6/4/2025, 2:02:46 PM

Parcel
Parcel Text
Water Bodies
Streets
Water Body Names
County Boundary

1:2,257

0 0.03 0.05 0.1 mi
0 0.04 0.07 0.15 km

State of Florida, Maxar, Microsoft

ArcGIS Web AppBuilder
VCPA 2021

SALE 1

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

Property Summary

Alternate Key:	3322428
Parcel ID:	622600000042
Township-Range-Section:	16 - 32 - 26
Subdivision-Block-Lot:	00 - 00 - 0042
Owner(s):	HOGAN205 LLC - FS - Fee Simple - 100%
Mailing Address On File:	806 S RIVERSIDE DR NEW SMYRNA BEACH FL 32168 7448
Physical Address:	TOMOKA FARMS RD, PORT ORANGE 32128
Building Count:	0
Neighborhood:	3277 - TOMOKA FARMS MB6-192 MB22-169
Subdivision Name:	
Property Use:	6800 - DAIRIES/FEED LOTS
Tax District:	200-UNINCORPORATED - NORTHEAST
2024 Final Millage Rate:	17.5839
Homestead Property:	No
Agriculture Classification:	Yes
Short Description:	26-16-32 N 1/2 OF SE 1/4 OF SW 1/4 PER OR 2645 PG 1751 PER O R 4033 PG 2353 PER OR 8662 PG 1056

Property Values

Tax Year:	2025 Working	2024 Final	2023 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	$0	$0	$0
Land Value:	$400,000	$380,000	$380,000
Just/Market Value:	$328,800	$312,000	$312,000
Agriculture Savings:			

Working Tax Roll Values by Taxing Authority

Values shown below are the 2025 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2024 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Just/ Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017 CAPITAL IMPROVEMENT	$400,000	$71,200	$0	$71,200	1.5000	$106.80
0012 DISCRETIONARY	$400,000	$71,200	$0	$71,200	0.7480	$53.26
0011 REQ LOCAL EFFORT	$400,000	$71,200	$0	$71,200	3.0370	$216.23
0510 FIRE DISTRICT	$400,000	$71,200	$0	$71,200	3.8412	$273.49

SALE 1

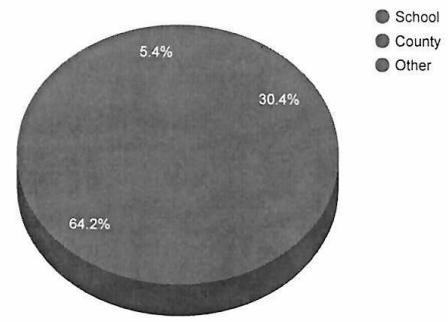
0050	GENERAL FUND	$400,000	$71,200	$0	$71,200	3.2007	$227.89
0053	LAW ENFORCEMENT FUND	$400,000	$71,200	$0	$71,200	1.5994	$113.88
0055	LIBRARY	$400,000	$71,200	$0	$71,200	0.3891	$27.70
0520	MOSQUITO CONTROL	$400,000	$71,200	$0	$71,200	0.1647	$11.73
0530	PONCE INLET PORT AUTHORITY	$400,000	$71,200	$0	$71,200	0.0692	$4.93
0310	VOLUSIA COUNTY MSD	$400,000	$71,200	$0	$71,200	1.6956	$120.73
0058	VOLUSIA ECHO	$400,000	$71,200	$0	$71,200	0.2000	$14.24
0057	VOLUSIA FOREVER	$400,000	$71,200	$0	$71,200	0.2000	$14.24
0065	FLORIDA INLAND NAVIGATION DISTRICT	$400,000	$71,200	$0	$71,200	0.0288	$2.05
0100	HALIFAX HOSPITAL AUTHORITY	$400,000	$71,200	$0	$71,200	0.7309	$52.04
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$400,000	$71,200	$0	$71,200	0.1793	$12.77
						17.5839	$1,251.97

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount

Estimated Ad Valorem Tax:	$1,251.97
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$1,251.97**
Estimated Tax Amount without SOH/10CAP ⓘ	$7,033.56

Where your tax dollars are going:



Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2024	$380,000	$0	$380,000	$68,000	$0	$68,000	$0
2023	$380,000	$0	$380,000	$68,000	$0	$68,000	$0
2022	$380,000	$0	$380,000	$68,000	$0	$68,000	$0

SALE 1

2021	$380,000	$0	$380,000	$10,000	$0	$10,000	$0
2020	$370,300	$0	$370,300	$10,000	$0	$10,000	$0
2019	$370,300	$0	$370,300	$10,000	$0	$10,000	$0
2018	$370,300	$0	$370,300	$10,000	$0	$10,000	$0
2017	$370,300	$0	$370,300	$10,000	$0	$10,000	$0
2016	$370,300	$0	$370,300	$10,000	$0	$10,000	$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	9900-NON-AG ACREAGE 20-50 Show Agriculture Data	Y	A-ACRE		20.0000				20,000	$400,000

Total Land Value: $400,000

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value

Total Miscellaneous Value: $0

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.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/ Unqualified	Vacant/Improved	Sale Price
8662 / 1056	2025021737	01/29/2025	WD-WARRANTY DEED	QUALIFIED	VACANT	$800,000
4033 / 2353	1995128966	08/15/1995	TR-TRUSTEE'S DEED	UNQUALIFIED	IMPROVED	$297,300
3357 / 1658	1989119267	09/15/1989	QC-QUIT CLAIM DEED	UNQUALIFIED	IMPROVED	$100
2645 / 1751		01/15/1985	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$123,000
2097 / 1163		08/15/1979	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$100,000
1465 / 0565		08/15/1972	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$20,250

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.

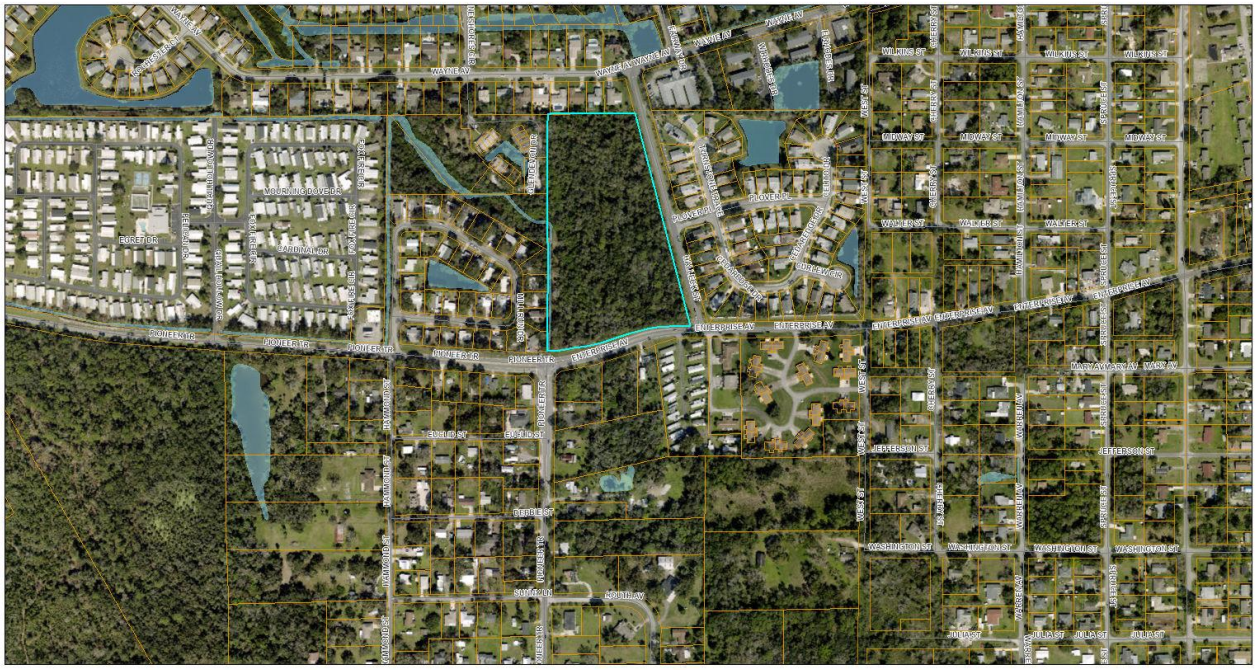
Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
26-16-32 N 1/2 OF SE 1/4 OF SW 1/4 PER OR 2645 PG 1751 PER OR 4033 PG 2353 PER OR 8662 PG 1056	200	16 - 32 - 26	00 - 00 - 0042	28-DEC-81

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit,

SALE 2

Volusia County Property Appraiser



SALE 2

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

Property Summary

Alternate Key:	3705203
Parcel ID:	731300000061
Township-Range-Section:	17 - 33 - 13
Subdivision-Block-Lot:	00 - 00 - 0061
Owner(s):	PACIFIC HOMES LLC - FS - Fee Simple - 100%
Mailing Address On File:	40873 GLENPANE WAY ALDIE VA 20105 4111
Physical Address:	HALLECK ST, NEW SMYRNA BEACH 32168
Building Count:	0
Neighborhood:	7469 - NSB- MISC MXD W OF HWY 1
Subdivision Name:	
Property Use:	0000 - VACANT RES
Tax District:	601-NEW SMYRNA BEACH
2024 Final Millage Rate:	16.7933
Homestead Property:	No
Agriculture Classification:	No
Short Description:	13-17-33 NE 1/4 OF SE 1/4 N OF ENTERPRISE RD & W OF CR & EXC PART FOR WIDENING ENTERPRISE RD PER OR 2171 PG 0675 PER OR 3146 PG 1828 PER OR 5262 PG 4169 PER OR 8440 PG 3225

Property Values

Tax Year:	2025 Working	2024 Final	2023 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	$0	$0	$0
Land Value:	$513,500	$513,500	$462,150
Just/Market Value:	$513,500	$513,500	$462,150

Working Tax Roll Values by Taxing Authority

Values shown below are the 2025 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2024 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority		Just/ Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017	CAPITAL IMPROVEMENT	$513,500	$513,500	$0	$513,500	1.5000	$770.25
0012	DISCRETIONARY	$513,500	$513,500	$0	$513,500	0.7480	$384.10
0011	REQ LOCAL EFFORT	$513,500	$513,500	$0	$513,500	3.0370	$1,559.50
0050	GENERAL FUND	$513,500	$513,500	$0	$513,500	3.2007	$1,643.56
	LAW	$513,500	$513,500	$0	$513,500	1.5994	$821.29

SALE 2

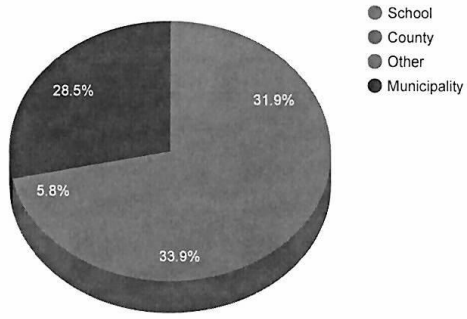
0053	ENFORCEMENT FUND					
0055	LIBRARY	$513,500	$513,500	$0	$513,500	0.3891 $199.80
0520	MOSQUITO CONTROL	$513,500	$513,500	$0	$513,500	0.1647 $84.57
0530	PONCE INLET PORT AUTHORITY	$513,500	$513,500	$0	$513,500	0.0692 $35.53
0058	VOLUSIA ECHO	$513,500	$513,500	$0	$513,500	0.2000 $102.70
0057	VOLUSIA FOREVER	$513,500	$513,500	$0	$513,500	0.2000 $102.70
0065	FLORIDA INLAND NAVIGATION DISTRICT	$513,500	$513,500	$0	$513,500	0.0288 $14.79
0120	SOUTH EAST VOLUSIA HOSPITAL AUTHORITY	$513,500	$513,500	$0	$513,500	0.7506 $385.43
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$513,500	$513,500	$0	$513,500	0.1793 $92.07
0272	NEW SMYRNA BCH I&S 2018	$513,500	$513,500	$0	$513,500	0.0895 $45.96
0270	NEW SMYRNA BEACH	$513,500	$513,500	$0	$513,500	4.6370 $2,381.10
						16.7933 $8,623.36

Non-Ad Valorem Assessments

Project	# Units	Rate	Amount

Estimated Ad Valorem Tax:	$8,623.36
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$8,623.36**
Estimated Tax Amount without SOH/10CAP ⓘ	$8,623.36

Where your tax dollars are going:



Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2024	$513,500	$0	$513,500	$513,500	$0	$513,500	$0
2023	$462,150	$0	$462,150	$462,150	$0	$462,150	$0
2022	$462,150	$0	$462,150	$447,361	$0	$447,361	$0

SALE 2

2021	$410,800	$0	$410,800	$406,692	$0	$406,692	$0
2020	$369,720	$0	$369,720	$369,720	$0	$369,720	$0
2019	$369,720	$0	$369,720	$369,720	$0	$369,720	$0
2018	$369,720	$0	$369,720	$369,720	$0	$369,720	$0
2017	$369,720	$0	$369,720	$369,720	$0	$369,720	$0
2016	$369,720	$0	$369,720	$369,720	$0	$369,720	$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0003-VAC M/F 10/MORE	N	A-ACRE		10.2700				50,000	$513,500
								Total Land Value:		$513,500

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value
				Total Miscellaneous Value:		$0

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.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/ Unqualified	Vacant/Improved	Sale Price
8440 / 3225	2023156747	07/28/2023	WD-WARRANTY DEED	QUALIFIED	VACANT	$600,000
5262 / 4169	2004040030	02/18/2004	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$400,000
3146 / 1828	1988068873	05/15/1988	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$76,000
2171 / 0675		05/15/1980	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$47,000
2164 / 0418		04/15/1980	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	$61,000
1683 / 0087		11/15/1973	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$50,000

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.

Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
13-17-33 NE 1/4 OF SE 1/4 N OF ENTERPRISE RD & W OF CR & EXC PART FOR WIDENING ENTERPRISE RD PER OR 2171 PG 0675 PER OR 3146 PG 1828 PER OR 5262 PG 4169 PER OR 8440 PG 3225	601	17 - 33 - 13	00 - 00 - 0061	01-JAN-82

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit,

SALE 3

Volusia County Property Appraiser



6/3/2025, 9:38:31 PM

Parcel
Streets
Parcel Text
Water Body Names
Water Bodies
County Boundary

1:2,257

0 0.03 0.05 0.1 mi
0 0.04 0.07 0.15 km

State of Florida, Maxar, Microsoft

ArcGIS Web AppBuilder
VCPA 2021

SALE 3



Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

Property Summary

Alternate Key:	3708571
Parcel ID:	731400000250
Township-Range-Section:	17 - 33 - 14
Subdivision-Block-Lot:	00 - 00 - 0250
Owner(s):	S & M AG LLC - FS - Fee Simple - 100%
Mailing Address On File:	17 WHISTLING DUCK CT DAYTONA BEACH FL 32119
Physical Address:	N GLENCOE RD, NEW SMYRNA BEACH 32168
Building Count:	0
Neighborhood:	4022 - PIONEER/WMS SOUTH TO 44
Subdivision Name:	
Property Use:	0000 - VACANT RES
Tax District:	601-NEW SMYRNA BEACH
2024 Final Millage Rate:	16.7933
Homestead Property:	No
Agriculture Classification:	No
Short Description:	14 17 33 SW 1/4 OF SW 1/4 N OF OLD RR R/W & W OF CNTY RD EXC BLK 9 GLENCOE AKA BLKS 5 TO 8 INC & BLK 10 & HODGE HOME LOT W OF CO RD GLENCOE MB 2PG 6 PER OR 3247 PG 0701 & PER OR 55

Property Values

Tax Year:	2025 Working	2024 Final	2023 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	$0	$0	$0
Land Value:	$325,803	$325,803	$325,803
Just/Market Value:	$325,803	$325,803	$325,803

Working Tax Roll Values by Taxing Authority

Values shown below are the 2025 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2024 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority		Just/ Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017	CAPITAL IMPROVEMENT	$325,803	$325,803	$0	$325,803	1.5000	$488.70
0012	DISCRETIONARY	$325,803	$325,803	$0	$325,803	0.7480	$243.70
0011	REQ LOCAL EFFORT	$325,803	$325,803	$0	$325,803	3.0370	$989.46
0050	GENERAL FUND	$325,803	$325,803	$0	$325,803	3.2007	$1,042.80
	LAW	$325,803	$325,803	$0	$325,803	1.5994	$521.09

SALE 3

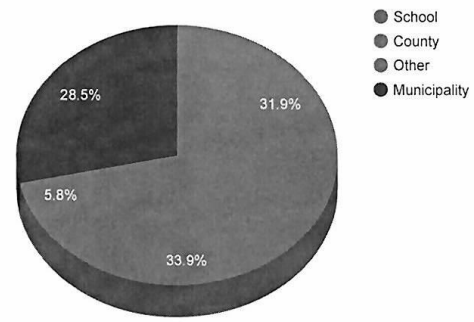
0053	ENFORCEMENT FUND					
0055	LIBRARY	$325,803	$325,803	$0	$325,803	0.3891 $126.77
0520	MOSQUITO CONTROL	$325,803	$325,803	$0	$325,803	0.1647 $53.66
0530	PONCE INLET PORT AUTHORITY	$325,803	$325,803	$0	$325,803	0.0692 $22.55
0058	VOLUSIA ECHO	$325,803	$325,803	$0	$325,803	0.2000 $65.16
0057	VOLUSIA FOREVER	$325,803	$325,803	$0	$325,803	0.2000 $65.16
0065	FLORIDA INLAND NAVIGATION DISTRICT	$325,803	$325,803	$0	$325,803	0.0288 $9.38
0120	SOUTH EAST VOLUSIA HOSPITAL AUTHORITY	$325,803	$325,803	$0	$325,803	0.7506 $244.55
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$325,803	$325,803	$0	$325,803	0.1793 $58.42
0272	NEW SMYRNA BCH I&S 2018	$325,803	$325,803	$0	$325,803	0.0895 $29.16
0270	NEW SMYRNA BEACH	$325,803	$325,803	$0	$325,803	4.6370 $1,510.75
						16.7933 $5,471.31

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount

Estimated Ad Valorem Tax:	$5,471.31
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$5,471.31**
Estimated Tax Amount without SOH/10CAP ⓘ	$5,471.31

Where your tax dollars are going:



Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2024	$325,803	$0	$325,803	$325,803	$0	$325,803	$0
2023	$325,803	$0	$325,803	$325,803	$0	$325,803	$0
2022	$325,803	$0	$325,803	$325,803	$0	$325,803	$0

SALE 3

2021	$325,803	$0	$325,803	$316,582	$0	$316,582	$0
2020	$325,803	$0	$325,803	$287,802	$0	$287,802	$0
2019	$325,803	$0	$325,803	$261,638	$0	$261,638	$0
2018	$325,803	$0	$325,803	$237,853	$0	$237,853	$0
2017	$216,230	$0	$216,230	$216,230	$0	$216,230	$0
2016	$216,230	$0	$216,230	$216,230	$0	$216,230	$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0013-VAC PVD 15 - 19.99 AC	N	A-ACRE		18.0500				19,000	$325,803
								Total Land Value:		$325,803

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value
				Total Miscellaneous Value:		$0

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.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/ Unqualified	Vacant/Improved	Sale Price
6874 / 2263	2013122566	06/17/2013	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$150,000
6577 / 4889	2011052217	03/29/2011	CT-CERTIFICATE OF TITLE	UNQUALIFIED	VACANT	$100
5556 / 666	2005128954	04/27/2005	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$467,000
3247 / 0701	1989004169	12/15/1988	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$100

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.

Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created	Annexed
14 17 33 SW 1/4 OF SW 1/4 N OF OLD RR R/W & W OF CNTY RD EXC BLK 9 GLENCOE AKA BLKS 5 TO 8 INC & BLK 10 & HODGE HOME LOT W OF CO RD GLENCOE MB 2PG 6 PER OR 3247 PG 0701 & PER OR 5556 PG 666 & OR 6577 PG 4889 PER OR 6874 PG 2263	601	17 - 33 - 14	00 - 00 - 0250	01-JAN-82	2014

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

Date	Number	Description	Amount

ASSUMPTIONS AND LIMITING CONDITIONS

Type of Report:
This is a Restricted Appraisal Report, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2 of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it does not include discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

Legal Matters:
The legal description used in this report is assumed to be correct, but it may not necessarily have been confirmed by survey. No responsibility is assumed in connection with a survey or for encroachments or overlapping or other discrepancies that might be revealed thereby. Any sketches included in the report are only for the purpose of aiding the reader in visualizing the property and are not necessarily a result of a survey.

Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described, and that there is no encroachment or trespass unless otherwise stated in this report.

No responsibility is assumed for an opinion of legal nature, such as to ownership of the property or condition of title.

The appraisers assume the title to the property to be marketable; that, unless stated to the contrary, the property is appraised as an unencumbered fee, which is not used in violation of acceptable ordinances, statutes or other governmental regulations.

Unapparent Conditions:
The appraisers assume that there are no hidden or unapparent conditions of the property, subsoil or structures, which would render it more or less valuable than otherwise comparable property. The appraisers are not experts in determining the presence or absence of hazardous substance, defined as all hazardous or toxic materials, waste, pollutants or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) used in construction or otherwise present on the property.

The appraisers assume no responsibility for the studies or analysis, which would be required to conclude the presence or absence of such substances or for loss as a result of the presence of such substances. The client is urged to retain an expert in this field, if desired. The value estimate is based on the assumption that the subject property is not so affected.

Information and Data:
Information and opinions furnished to the appraisers and contained in the report were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the appraisers can be assumed by the appraisers.

Any engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

All mortgages, liens, encumbrances, and servitudes have been disregarded unless so specified within the appraisal report. The subject property is appraised as though under responsible ownership and competent management.

Zoning and Licenses:
It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconforming use has been stated, defined, and considered in the valuation.

It is assumed that the subject property complies with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the valuation.

It is assumed that the information relating to the location of or existence of public utilities, which has been obtained through a verbal inquiry from the appropriate utility authority, or has been ascertained from visual evidence, is correct. No warranty has been made regarding the exact location or capacities of public utility systems.

It is assumed that all licenses, consents, or other legislative or administrative authority from local, state, or national governmental or private entity or organization have been, or can be,

obtained or renewed for any use on which the value estimate contained in the valuation report is based.

The appraisers will not be required to give testimony or appear in court due to preparing the appraisal with reference to the subject property in question, unless prior arrangements have been made.

Possession of the report does not carry with it the right of publication. Out-of-context quoting from or partial reprinting of this appraisal report is not authorized. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of media for public communication without the prior written consent of the appraisers signing this appraisal report.

The authentic copies of this report are bound with a clear cover, which reveals the company name, Pomeroy Appraisal Associates of Florida, Inc. Any copy that does not have this cover or original signatures of the appraisers is unauthorized and may have been altered and is considered invalid.

Disclosure of the contents of this report is governed by the By-Laws and Regulations of the Appraisal Institute and the American Society of Appraisers. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers or the firm with which they are connected, or any reference to the Appraisal Institute or to the ASA) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without the prior written consent and approval of the author.

The distribution of the total valuation in this report, between land and improvements, is applicable only as a part of the whole property. The land value, or the separate value of the improvements, must not be used in conjunction with any other appraisal or estimate and is invalid if so used.

No environmental or concurrency impact studies were either requested or made in conjunction with this appraisal report. The appraisers, thereby, reserve the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental or concurrency impact studies, research, or investigation.

The American with Disabilities Act (ADA) became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act.

If so, this fact could have a negative effect upon the value of the property. Since the appraisers have no direct evidence relating to this issue, possible noncompliance with the requirements of ADA in estimating the value of the property has not been considered.

An appraisal related to an estate in land that is less than the whole fee simple estate applies only to the fractional interest involved. The value of this fractional interest plus the value of all other fractional interests may or may not equal the value of the entire fee simple estate considered as a whole.

The appraisal report related to a geographical portion of a larger parcel is applied only to such geographical portion and should not be considered as applying with equal validity to other portions of the larger parcel or tract. The value for such geographical portions plus the value of all other geographical portions may or may not equal the value of the entire parcel or tract considered as an entity.

The appraisal is subject to any proposed improvements or additions being completed as set forth in the plans, specifications, and representations referred to in the report, and all work being performed in a good and workmanlike manner. The appraisal is further subject to the proposed improvements or additions being constructed in accordance with the regulations of the local, county, and state authorities. The plans, specifications, and representations referred to are an integral part of the appraisal report when new construction or new additions, renovations, refurbishing, or remodeling applies.

If this appraisal is used for mortgage loan purposes, the appraisers invite attention to the fact that (1) the equity cash requirements of the sponsor have not been analyzed, (2) the loan ratio has not been suggested, and (3) the amortization method and term have not been suggested.

The function of this report is <u>not</u> for use in conjunction with a syndication of real property. This report cannot be used for said purposes and, therefore, any use of this report relating to syndication activities is strictly prohibited and unauthorized. If such an unauthorized use of this report takes place, it is understood and agreed that Pomeroy Appraisal Associates of Florida, Inc. has no liability to the client and/or third parties.

Acceptance of and/or use of this appraisal report constitutes acceptance of the foregoing General Underlying Assumptions and General Limiting Conditions. The appraisers' duties, pursuant to the employment to make the appraisal, are complete upon delivery and acceptance of the appraisal report. However, any corrections or errors should be called to the attention of the appraisers within 60 days of the delivery of the report.

This report is intended for use only by the identified client and identified other known intended users stated within the cover letter. Use of this report by others is not intended by the appraiser.

IMPORTANT DEFINITIONS

Definition of Market Value:
The most probable price which a property should bring in a competitive and open market under all condition's requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well-informed or well-advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Market Value Comments: The factors of utility, scarcity, desire and effective purchasing power are apparent in the definition. The implication that buyer and seller are working under equal pressure is seldom completely true, although typical motivation for each does imply a reasonable balance for a market value transaction.

Market prices do not necessarily follow all of these concepts and are often affected by salesmanship and the urgency and need of the buyer and/or seller. The central difference between market price and market value lies in the premise of knowledge and willingness both of which are contemplated in market value, but maybe not in market price. Stated differently, at any given moment of time, market value denotes what a property is actually worth under certain specified conditions, while market price denotes what it actually sold for.

Probability of Value Change: The market value of the property appraised in the report is estimated as of the aforementioned date. Constantly changing economic, social, political and physical conditions have varying effects upon real property values. Even after the passage of a relatively short period of time, property values may change substantially and require a review of the appraisal and recertification.

Definition of Fee Simple Estate or Interest:
Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (The Dictionary of Real Estate Appraisal, Sixth Edition, by Appraisal Institute, 2015)

Definition of Highest and Best Use:
The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability. (The Dictionary of Real Estate Appraisal, Sixth Edition, by Appraisal Institute, 2015)

The definition immediately preceding applies specifically to the highest and best use of land and/or property. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may very well be concluded to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use.

Also implied is that the estimation of highest and best use results from judgment and analytical skill, i.e., that the use concluded from analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use represents the foundation on which market value rests. In the context of most probable selling price (market value), another appropriate term to reflect highest and best use would be most probable use. In the context of investment value, an alternative term would be most profitable use.

The highest and best use of both, land as though vacant and property as improved, must meet four criteria. The highest and best use must be (1) physically possible, (2) legally permissible, (3) financially feasible, and (4) maximally productive. These criteria are usually considered sequentially; a use may be physically possible, but this is irrelevant if it is feasiblely impossible or legally prohibited. Only when there is a reasonable possibility that one of the prior, unacceptable conditions can be changed is it appropriate to proceed with the analysis. If, for example, current zoning does not permit a potential highest and best use, but there is a possibility that the zoning can be changed, the proposed use can be considered on that basis. A full analysis may be included in the report when the conclusions are based on techniques applied to identify the highest and best use among two or more potential uses. (The Appraisal of Real Estate, 14th Edition by Appraisal Institute, 2013)

VALUE AS IS: The value of specific ownership rights to an identified parcel of real estate as of the effective date of the appraisal; relates to what physically exists and is legally permissible and excludes all assumptions concerning hypothetical market conditions or possible rezoning.

Volusia County

Florida's 12th most populous county

with 2.6% of Florida's population



Population

Census Population	Volusia County	Florida
1980 Census	258,762	9,746,961
1990 Census	370,737	12,938,071
2000 Census	443,343	15,982,824
2010 Census	494,593	18,801,332
2020 Census	553,543	21,538,187
% change 2010-2020	11.9%	14.6%
Age		
% Under 18 years of age	17.2%	19.5%
% Aged 65 and over	25.7%	21.2%
% Median age	48.2	43.0
Gender		
% Male	48.7%	48.6%
% Female	51.3%	51.4%
Race (alone) & Ethnicity		
% Not Hispanic-White	68.6%	51.5%
% Not Hispanic-Black or African American	10.0%	14.5%
% Not Hispanic-American Indian and Alaska Native	0.2%	0.2%
% Not Hispanic-Asian	1.9%	2.9%
% Not Hispanic-Native Hawaiian and Other Pacific Islander	0.0%	0.1%
% Not Hispanic-Some Other Race	0.5%	0.6%
% Not Hispanic-Two or More Races	3.9%	3.7%
% Hispanic or Latino (of any race)	14.9%	26.5%

Population Estimates

	Volusia County	Florida
2021 Estimate	563,358	21,898,945
% change 2020-2021	1.8%	1.7%
2022 Estimate	572,815	22,276,132
% change 2020-2022	3.5%	3.4%
2023 Estimate	583,505	22,634,867
% change 2020-2023	5.4%	5.1%
2024 Estimate	594,643	23,014,551
% change 2020-2024	7.4%	6.9%
Based on 2023 Estimate		
2025	598,919	23,292,200
2030	630,921	24,698,545
2035	657,194	25,814,954
2040	678,574	26,682,030
2045	695,705	27,409,376
2050	709,916	28,065,018

Population Characteristics

	Volusia County	Florida
(% of total persons aged 5 and over)		
Speak only English	84.9%	69.9%
Speak a language other than English	15.1%	30.1%
Speak English "very well"	11.5%	18.0%
Place of birth		
Foreign born	8.5%	21.4%
Veteran status		
Civilian population 18 and over	10.1%	7.7%

Migration

Residence 1 Year Ago Persons aged 1 and over	Volusia County	Florida
Same house	87.8%	86.0%
Different house in the U.S.	11.7%	13.0%
Same county in Florida	5.2%	6.9%
Different county in Florida	3.8%	3.1%
Different county in another state	2.6%	3.0%
Abroad	0.5%	1.0%

Real Gross Domestic Product

Real GDP (Thousands of Chained 2017 Dollars)	Volusia County	Florida
2017 GDP	17,886,662	1,014,866,863
Percent of the State	1.8%	
2018 GDP	18,452,820	1,050,433,812
Percent of the State	1.8%	
2019 GDP	18,903,505	1,084,913,903
Percent of the State	1.7%	
2020 GDP	18,956,514	1,069,758,799
Percent of the State	1.8%	
2021 GDP	20,030,621	1,170,526,307
Percent of the State	1.7%	
2022 GDP	21,063,169	1,239,883,625
Percent of the State	1.7%	
2023 GDP	21,986,706	1,292,787,615
Percent of the State	1.7%	

Population by Housing Type

	Volusia County	Florida
Household Population	536,793	21,073,604
Household Population per Occupied Housing Unit	2.31	2.47
Group Quarters Population	16,750	464,583

Housing

Housing Counts	Volusia County	Florida
Housing units, 2020 Census	272,325	9,865,350
Occupied	232,301	8,529,067
Vacant	40,024	1,336,283

Building Permits

Units Permitted	Volusia County	Florida
2000	3,587	155,269
2010	715	38,679
2020	4,581	164,074
2021	5,196	213,494
2022	5,298	211,962
2023	4,553	193,788

Density

Persons per square mile	Volusia County	Florida
2000	401.9	296.4
2010	449.2	350.6
2020	502.6	401.4
2023	529.8	421.9
2024	539.9	429.0

Households and Family Households

Households	Volusia County	Florida
Total households, 2000 Census	184,723	6,338,075
Family households, 2000 Census	120,064	4,210,760
% with own children under 18	37.0%	42.3%
Total households, 2010 Census	208,236	7,420,802
Family households, 2010 Census	130,386	4,835,475
% with own children under 18	34.6%	40.0%
Average Household Size, 2010 Census	2.31	2.48
Average Family Size, 2010 Census	2.84	3.01
Total households, 2020 Census	232,301	8,529,067
Family households, 2020 Census	144,939	5,571,482
% with own children under 18	30.8%	36.0%

According to Census definitions, a household includes all of the people who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated people who share living quarters. A family includes a householder and one or more other people living in the same household who are related to the householder by birth, marriage, or adoption.
Census counts may be corrected for Census Count Question Resolution (CQR).

Employment and Labor Force

Establishments 2023	Volusia County	Florida
All industries	16,865	878,947
Natural Resource & Mining	119	5,771
Construction	2,066	82,738
Manufacturing	531	25,599
Trade, Transportation and Utilities	3,010	151,500
Information	249	19,752
Financial Activities	1,676	95,132
Professional & Business Services	3,741	226,936
Education & Health Services	1,923	100,498
Leisure and Hospitality	1,688	66,309
Other Services	1,307	59,548
Government	129	5,830

Establishments % of All Industries	Volusia County	Florida
All industries	16,865	878,947
Natural Resource & Mining	0.7%	0.7%
Construction	12.3%	9.4%
Manufacturing	3.1%	2.9%
Trade, Transportation and Utilities	17.8%	17.2%
Information	1.5%	2.2%
Financial Activities	9.9%	10.8%
Professional & Business Services	22.2%	25.8%
Education & Health Services	11.4%	11.4%
Leisure and Hospitality	10.0%	7.5%
Other Services	7.7%	6.8%
Government	0.8%	0.7%

Average Annual Employment % of All Industries, 2023	Volusia County	Florida
All industries	186,402	9,678,557
Natural Resource & Mining	0.7%	0.7%
Construction	6.5%	6.5%
Manufacturing	6.5%	4.4%
Trade, Transportation and Utilities	20.1%	20.2%
Information	0.7%	1.6%
Financial Activities	4.3%	6.9%
Professional & Business Services	10.5%	16.7%
Education & Health Services	20.3%	15.1%
Leisure and Hospitality	15.8%	13.4%
Other Services	2.8%	3.0%
Government	11.4%	11.2%

Industries may not add to the total due to confidentiality and unclassified.

Average Annual Wage 2023	Volusia County	Florida
All industries	$51,987	$66,446
Natural Resource & Mining	$31,794	$46,398
Construction	$57,538	$66,902
Manufacturing	$62,555	$78,331
Trade, Transportation and Utilities	$43,283	$59,161
Information	$83,577	$112,704
Financial Activities	$73,701	$101,130
Professional & Business Services	$62,321	$83,076
Education & Health Services	$61,907	$63,868
Leisure and Hospitality	$28,482	$35,528
Other Services	$40,217	$49,293
Government	$57,753	$67,715

Labor Force as Percent of Population Aged 18 and Older	Volusia County	Florida
2000	59.3%	63.7%
2010	58.8%	61.8%
2020	54.2%	58.1%
2021	55.5%	59.1%
2022	55.9%	59.8%
2023	56.4%	60.4%

Unemployment Rate	Volusia County	Florida
2000	3.4%	3.7%
2010	11.9%	10.8%
2020	8.0%	8.1%
2021	4.7%	4.7%
2022	3.3%	3.0%
2023	3.3%	2.9%

Income and Financial Health

Personal Income ($000s)	Volusia County	Florida
2000	$10,590,073	$471,588,082
2010	$16,667,437	$730,690,145
% change 2000-2010	57.4%	54.9%
2020	$26,246,788	$1,220,782,745
% change 2010-2020	57.5%	67.1%
2021	$29,365,329	$1,358,786,260
% change 2020-2021	11.9%	11.3%
2022	$30,428,742	$1,436,107,237
% change 2021-2022	3.6%	5.7%
2023	$32,955,808	$1,553,426,399
% change 2022-2023	8.3%	8.2%

Per Capita Personal Income	Volusia County	Florida
2000	$23,801	$29,387
2010	$33,718	$38,778
% change 2000-2010	41.7%	32.0%
2020	$47,225	$56,540
% change 2010-2020	40.1%	45.8%
2021	$51,848	$62,242
% change 2020-2021	9.8%	10.1%
2022	$52,494	$64,557
% change 2021-2022	1.2%	3.7%
2023	$55,824	$68,703
% change 2022-2023	6.3%	6.4%

Earnings by Place of Work ($000s)	Volusia County	Florida
2000	$5,245,461	$308,751,767
2010	$7,755,849	$439,036,383
% change 2000-2010	47.9%	42.2%
2020	$11,386,919	$684,270,758
% change 2010-2020	46.8%	55.9%
2021	$12,675,636	$771,654,020
% change 2020-2021	11.3%	12.8%
2022	$13,693,819	$841,921,275
% change 2021-2022	8.0%	9.1%
2023	$14,772,043	$908,440,362
% change 2022-2023	7.9%	7.9%

Median Income	Volusia County	Florida
Median Household Income	$66,581	$71,711
Median Family Income	$79,459	$86,127

Workers Aged 16 and Over	Volusia County	Florida
Place of Work in Florida		
Worked outside county of residence	19.1%	17.2%
Travel Time to Work		
Mean travel time to work (minutes)	27.1	28.0

Percent in Poverty, 2023	Volusia County	Florida
All ages in poverty	11.9%	12.4%
Under age 18 in poverty	19.3%	16.0%
Related children age 5-17 in families in poverty	18.2%	15.3%

Personal Bankruptcy Filing Rate (per 1,000 population)	Volusia County	Florida
12-Month Period Ending September 30, 2022	1.32	1.14
12-Month Period Ending September 30, 2023	1.34	1.16
State Rank	9	NA

NonBusiness Chapter 7 & Chapter 13

Reported County Government Revenues and Expenditures

Revenue 2021-22	Volusia County	Florida*
Total - All Revenue Account Codes ($000s)	$1,634,431.3	$100,987,094.3
Per Capita $	$2,853.33	$4,753.99
% of Total	100.0%	100.0%
General Government Taxes ($000s)	$383,359.6	$38,773,224.6
Per Capita $	$669.26	$1,825.26
% of Total	23.5%	38.4%
Permits, Fee, and Special Assessments ($000s)	$55,965.0	$4,209,936.0
Per Capita $	$97.70	$198.18
% of Total	3.4%	4.2%
Intergovernmental Revenues ($000s)	$131,654.0	$8,275,034.7
Per Capita $	$229.84	$389.55
% of Total	8.1%	8.2%
Charges for Services ($000s)	$234,396.9	$25,774,652.2
Per Capita $	$409.20	$1,213.35
% of Total	14.3%	25.5%
Judgments, Fines, and Forfeits ($000s)	$3,115.2	$2,289,306.5
Per Capita $	$5.44	$107.77
% of Total	0.2%	2.3%
Miscellaneous Revenues ($000s)	$623,763.9	$8,397,909.0
Per Capita $	$1,088.94	$395.33
% of Total	38.2%	8.3%
Other Sources ($000s)	$202,176.7	$13,267,031.3
Per Capita $	$352.95	$624.55
% of Total	12.4%	13.1%

Expenditures 2021-22	Volusia County	Florida*
Total - All Expenditure Account Codes ($000s)	$1,540,760.33	$87,375,419.16
Per Capita $	$2,689.80	$4,113.22
% of Total	100.0%	100.0%
General Government Services** ($000s)	$769,278.11	$36,715,485.34
Per Capita $	$1,342.98	$1,728.39
% of Total	49.9%	42.0%
Public Safety ($000s)	$241,090.49	$13,363,472.90
Per Capita $	$420.89	$629.09
% of Total	15.6%	15.3%
Physical Environment ($000s)	$77,486.81	$5,823,076.34
Per Capita $	$135.27	$274.12
% of Total	5.0%	6.7%
Transportation ($000s)	$101,699.60	$6,146,973.86
Per Capita $	$177.54	$289.37
% of Total	6.6%	7.0%
Economic Environment ($000s)	$42,806.83	$2,095,127.71
Per Capita $	$74.73	$98.63
% of Total	2.8%	2.4%
Human Services ($000s)	$48,062.77	$4,845,695.64
Per Capita $	$83.91	$228.11
% of Total	3.1%	5.5%
Culture / Recreation ($000s)	$56,255.27	$2,101,309.57
Per Capita $	$98.21	$98.92
% of Total	3.7%	2.4%
Other Uses and Non-Operating ($000s)	$162,593.03	$12,196,205.02
Per Capita $	$283.85	$574.14
% of Total	10.6%	14.0%
Court-Related Expenditures ($000s)	$41,487.43	$4,088,072.79
Per Capita $	$72.43	$192.45
% of Total	2.7%	4.7%

* All County Governments Except Duval - The consolidated City of Jacksonville / Duval County figures are included in municipal totals rather than county government totals.

** (Not Court-Related)

Quality of Life

Crime	Volusia County	Florida
Crime rate, 2020 (index crimes per 100,000 population)	1,986.5	2,158.0
Admissions to prison FY 2023-24	1,211	27,227
Admissions to prison per 100,000 population FY 2023-24	203.7	118.3

Health Insurance Status

Percent Insured by Age Group	Volusia County	Florida
Under 65 years	87.2%	86.1%
Under 19 years	93.9%	92.7%
18 to 64 years	85.1%	83.8%

Education

Public Education Schools Traditional Setting (2023-24)	Volusia County School District	Florida
Total (state total includes special districts)	80	3,787
Elementary	48	1,877
Middle	12	565
Senior High	11	729
Combination	9	616

Educational attainment Persons aged 25 and older	Volusia County	Florida
% HS graduate or higher	91.9%	89.6%
% bachelor's degree or higher	27.2%	33.2%

State and Local Taxation

2024	Volusia County	
	County-Wide	Not County-Wide*
County	3.2007	0.3418
School	5.2850	
Municipal		4.4081
Special Districts	2.5966	1.7944

*MSTU included in Not County-Wide "County" category

State Infrastructure

Transportation	Volusia County	Florida
State Highway		
Centerline Miles	359.6	12,189.9
Lane Miles	1,417.5	45,742.2
Conservation Land (land acres only)		
State-Owned (includes partially-owned)	138,822	5,689,323
% of Total Conservation Land (CL)	62.0%	54.9%
% of Total Area Land	19.7%	16.6%
% of Florida State-Owned CL	2.4%	

Other County Profiles

Criminal Justice County Profiles

School District Profiles

Prepared by:
Florida Legislature
Office of Economic and Demographic Research
111 W. Madison Street, Suite 574
Tallahassee, FL 32399-6588
(850) 487-1402 http://edr.state.fl.us

December 2024

POMEROY PA **APPRAISAL ASSOCIATES OF FLORIDA, INC.**
Real Estate Appraisers — Consultants
600 N. RIDGEWOOD AVE., SUITE A, EDGEWATER, FL 32132 • TEL. 386-423-5110 • FAX 386-423-3066

RONALD S. CROUSE, ASA, CRA, IFAS

PRESIDENT POMEROY APPRAISAL ASSOCIATES OF FL. INC

CERTIFICATION AND LICENSES

Florida State-certified general real estate appraiser RZ670
Florida Real Estate Licensed Broker BL463693
FHA Approved Appraiser FLRZ670
VA Approved Appraiser #5005160
Green Qualified

PROFESSIONAL EXPERIENCE

1986 - Present	-	**Pomeroy Appraisal Associates of Fl. Inc.**
1985 – 1986	-	State of Florida Building Subcontractor
1976 – 1985	-	State of New York Building Contractor

EXPERT TESTIMONY

Has been qualified and presented testimony as an expert witness in Federal Bankruptcy Court of Orlando and Jacksonville, FL, United States District Court Middle District of Florida Orlando Division, and Circuit Court of Volusia, Seminole, and Brevard Counties.

PROFESSIONAL AFFILIATIONS

Designated - Member – (**ASA**) Accredited Sr. Appraiser - American Society of Appraisers
Designated - Member (**CRA**) - National Ass. of Review App. & Mort. Underwriters
Designated - Member – (**IFAS**) National Association of Independent Fee Appraisers
Member of National Association of Realtors

REAL ESTATE RELATED EDUCATION

Required Appraisal Institute Courses for Appraiser Designation

AIREA - Principles Course
AIREA - Standards of Professional Practice Course
AIREA - Basic Valuation
AIREA - Capitalization Theory and Techniques, Part A
AIREA - Capitalization Theory and Techniques, Part B
AIREA - Case Studies in Real Estate Valuation
AIREA - Valuation Analysis and Report
AI - Highest and Best Use and Market Analysis
AI - Advanced Sales Comparison and Cost Approach

Additional Real Estate Courses

AI - Real Estate Finance Statistics and Valuation Modeling
AIREA - Residential Valuation
AIREA - Litigation Valuation
AIREA - Computer Assisted Investment Analysis
Architectural Drafting and Blueprint Reading Courses
Florida Real Estate Course #1
BITA - Home Inspection Course
Appraising Green Homes: Construction Methods and Trends
Appraising Green Homes: Valuation Techniques and Applications

Partial List of Seminars

Rates, Ratios and Reasonableness
Principles of Capitalization
Standards of Professional Practice, Part B
Understanding Limited App. & Rep. Options
USPAP/Law Update
Marshall and Swift Comm. Cost Est. Seminar
Standards of Professional Practice, Part C
IRWA Easement Valuation
Real Estate Appraisal Methods
Standards of Professional Practice, Part A
Business Valuation, Parts 1 and 2
The Appraisers Complete Review Seminar
Accrued Depreciation Seminar
Eminent Domain
Appraising 2 to 4-Family Residence
Business Practices and Ethics

PARTIAL LIST OF PROPERTY TYPES APPRAISED

Vacant Land:	Urban, rural, commercial, multi-family, industrial, planned development, residential, agricultural, and mixed use.
Improved Properties:	Residential, commercial, industrial, multi-family, shopping centers, planned developments, professional/medical office buildings, time share projects, and mixed use properties.
Special Use Properties:	Golf courses, marinas, billboards, railroad right-of-way, road right-of-way, and wetlands.
Partial Interest:	Leasehold/leased fee, utility easements, drainage easements, construction easements, eminent- domain valuations, land leases, and Limited Partnerships.
Review:	Review experience for FDOT, St. Johns Water Mgt. Brevard County Property Acquisition, Various Banks and Attorneys.
Litigation:	Ronald Crouse Has been qualified and presented testimony as an expert witness in Federal Bankruptcy Court of Orlando and Jacksonville, FL, United States District Court Middle District of Florida Orlando Division, and Circuit Court of Volusia, Seminole, and Brevard Counties.

Engaged full-time in professional appraisal and counseling services related to all types of real estate for a wide variety of clients, including Banks, local and state government agencies, attorneys, and private clients.

PARTIAL LIST OF CLIENTS - PAAFL

Government Agencies

St Johns Water Management
Division of State Lands, Trust for Public Lands
Florida Communities Trust
Florida Department of Environmental Protection
Seminole, Volusia, Brevard, Flagler, Lake Counties Various cities and municipalities
Florida Department of Transportation

Partial List of Lending Institutions

National Bank of Commerce
Reunion Bank
Seacoast Bank
Ameris Bank
Regions Bank
Wells Fargo
Iberia Bank
Truist Bank

RAIL CORRIDOR ASSIGNMENTS COMPLETED

- Rail assignment for the State of Arizona Department of Revenue in connection with a tax proceeding, involving all operating real estate owned by the Southern Pacific Railroad Company in that state.
- Assignment 81-mile rail corridor owned by CSXT for the Florida Department of Transportation. Highest and best use was for continued transportation corridor use.
- Assignment included the appraisal of a number of surplus parcels of real estate spread throughout the Twin Cities of Minneapolis and St. Paul.
- Assignment Florida East Coast Railway for the Florida Department of Revenue, beginning in Duval County and terminating in Dade, County.
- Assignment a 239± mile active rail corridor owned by (CP) Canadian Pacific Railroad for use in conjunction with its proposed abandonment. The right-of-way covered a six (6) county area, across the entire state of Maine, from Vanceboro to the Quebec border.
- Assisted Florida Power & Light Co. with lands of Florida East Coast Railroad.
- Assisted City of West Palm Beach, Florida, regarding FEC Railroad.
- Helped prepared a fiber-optics rental study of American Major Class I Railroads on behalf of Canadian Pacific Limited. Suppliers and users of railroad corridors, as well as alternative routes (i.e., pipelines, highways, transmission lines, etc.) were interviewed.
- OGT/Jacksonville - Baldwin Trail Extension, BA# 07-6522
  2.03± miles CSX Railroad, Duval & Nassau County
  Estimated Market Value using across-the-fence (ATF) method with consideration of Enhancement Factor.
- OGT/Alachua Rail Trail, BA# 04-5945B
  2.33± miles CSX Railroad Gainesville, Alachua County
  Estimated Market Value using across-the-fence (ATF) method with consideration of Enhancement Factor.
- OGT Brevard/Volusia Rail Trail, BA# 03-5663
  51± miles FEC Railroad, Brevard/Volusia County
  Estimated Market Value using ATF method with consideration of Enhancement Factor.
- Central Florida Commuter Rail
  61± miles CSX Railroad, Volusia, Seminole, Orange and Osceola Counties
  Estimated Market Value using ATF method with consideration of Enhancement Factor.
- Maitland Avenue Extension Various segments of railroad
  CSX Railroad, Orange County
  Estimated Market Value using ATF method with consideration of Enhancement Factor.
- Seminole County Rails to Trails
  5± miles CSX Railroad, Seminole County
  Estimated Market Value using ATF method with consideration of Enhancement Factor.
- Proposed Ludlum Greenway Trail
  6.2± miles FEC Railroad, Miami-Dade County
  Estimated Market Value using ATF method with consideration of Enhancement Factor.

APPRAISAL AND REVIEW EXPERIENCE:

Pomeroy Appraisal Associates has been doing Eminent Domain Appraisals for the last 30 years.

Sample of Major Eminent Domain projects by Mr. Crouse (Appraiser of Record):

Project	Client	Year	Attorney	No. of Parcels
Old Kings Road Widening, Palm Coast Flagler County	City of Palm Coast	current	N/A	40
Road Widening, SR 442 interchange with I-95 in Edgewater Volusia County	City of Edgewater	2016	Erin Wolfe	1
6.2-mile FEC Railroad Corridor Miami-Dade County	Trust for Public Lands	2014	N/A	N/A
Palm Coast Pkwy & Old Kings Road Flagler County	City of Palm Coast	2012	N/A	15+

Review Experience:
Sample of review work done for *FDOT*, SJWMD, etc. by Mr. Crouse (Appraiser of Record):

Project	Client	Year	Attorney	No. of Parcels
Multiple Parcels	SJRWM	Current	N/A	2
Multiple Parcels	SJRWM	2020	N/A	3
Multiple Parcels	SJRWM	2019	N/A	6
Multiple Parcels	SJRWM	2018	N/A	12
Widening of SR 417 in Oviedo Seminole County	Florida Turnpike Authority	2016	N/A	1
SR 15 (US 17) in Satsuma Putnam County	FDOT	2014	N/A	36
SR 313 St. Johns County	FDOT	2014	N/A	24

Sample of assignments completed years 2019 to present for local government agencies

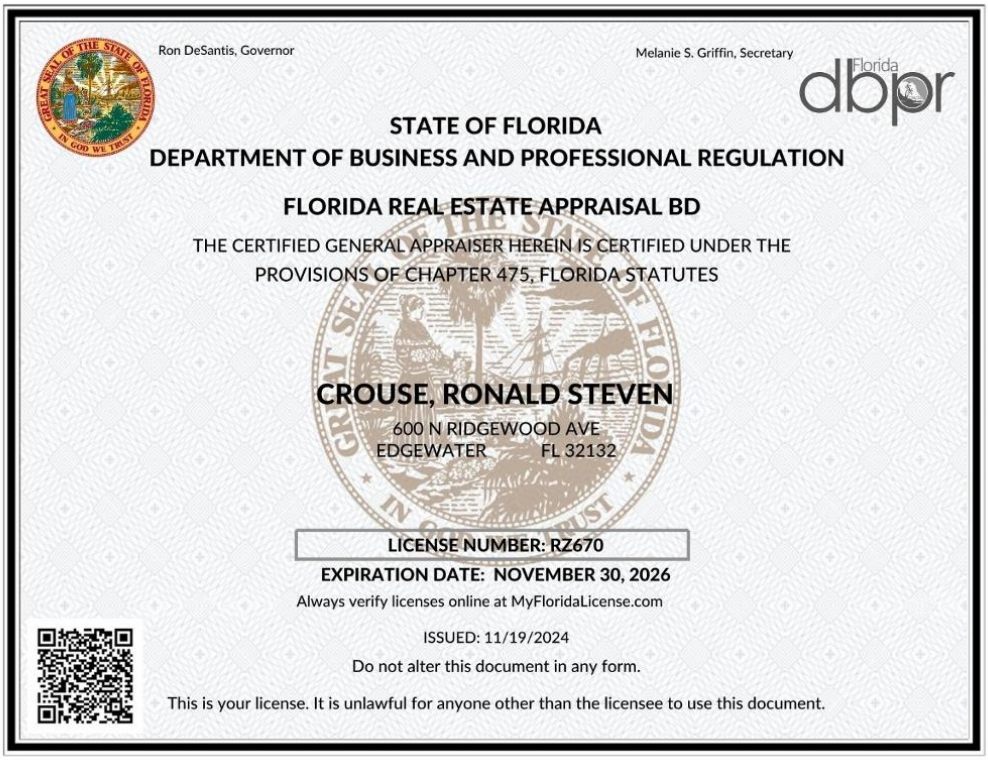
219.005	448	SHORES BLVD	ST AUGUSTINE	ST JOHNS CNTY - JESSICA	OLD FIRE STATION PROPERTY
219.007		STRAWN PARTIAL SURPLUS	VOLUSIA CNTY	SJRWMD	REVIEW
219.009		OLD MOULTRIE RD	ST AUGUSTINE	ST JOHNS CNTY - LAURIE	LAND ACQUISITION
219.013	2490	OLD MOULTRI ROAD	ST AUGUSTINE	ST JOHNS CNTY=LAURIE	LAND ACQUISITION
219.014	572	WASHINGTON ST	NSB	CITY OF NSB	SINGLE FAMILY ACQUISITION
219.016	2375	OLD MOULTRIE ROAD	ST AUGUSTINE	ST JOHNS CNTY-LAURIE	LAND ACQUISITION
219.018		BAYARD CONSERVATION AREA	CLAY COUNTY	SJRWMD	REVIEW
219.019		FDOT MITIGATION	PUTNAM CO.	SJRWMD	REVIEW
219.020	4190	SPRUCE CREEK ROAD	PORT ORANGE	CITY OF PORT ORANGE	SINGLE FAMILY ACQUISITION
219.024		VILANO ROAD	ST AUGUSTINE	ST JOHNS CNTY-DEBBIE	VACANT WATERFRONT LAND
219.027		SUNGARDEN ROAD	CLAY COUNTY	SJRWMD	REVIEW
219.028		EAST HAMPTON BLVD	PALM COAST	CITY OF PALM COAT	LAND ACQUISITION
219.029		BOOKER STREET	EDGEWATER	CITY OF EDGEWATER	LAND ACQUISITION
219.030		TECHNOLOGY BLVD	DAYTONA BCH	VOL CO SCHOOL BOARD	IMPROVED OFFICE
219.031	401	TIMAQUAN TRAIL	EDGEWATER	CITY OF EDGEWATER	LAND ACQUISITION
219.033		EUCLID AVENUE	ST AUG BEACH	ST JOHNS CTY-LAURIE	LAND ACQUISITION
219.034		MALABAR ROAD PROPERTY	MALABAR	SJRWMD	REVIEW/ 2 REPORTS
219.035		NSB AIRPORT	NSB	RHONDA WALKER	3 PARCELS IMPROVED
219.038		WINTON CIRCLE	ST JOHNS CTY	ST JOHNS CTY-LAURIE	EASEMENT ROW
219.040		JUSTICE LANE	BUNNELL	FLAGLER COUNTY	LAND ACQUISITION
219.041		RIDEOUT POINT	CLAY COUNTY	SJRWMD	VACANT LAND-REVIEW/ 2 REPORTS
220.003		CR 464C	MARION CTY	SJRWMD	REVIEW
220.005		TURNBULL CREEK PARCELS	NSB	CITY OF NSB	PHASE 1 - MULTIPLE/ACQUISITION
220.007	3641	S. RIDGEWOOD AVE	PORT ORANGE	CITY OF PORT ORANGE	OFFICE & LAND
220.011		THREE FORKS	BREVARD/VOL	SJRWMD	REVIEW - VACANT LAND
220.014	11	INDUSTRY DRIVE	PALM COAST	CITY OF PALM COAST	INDUSTRIAL LAND
220.018		HARRIS FERN HOLDINGS	PUTNAM CO.	SJRWMD	REVIEW - VACANT LAND
220.021		SR 207 & OLD DIXIE HWY	ST. JOHNS COUNTY	ST. JOHNS CO.	COMM BLDG & VACANT LAND
220.022		SR 16	ST. JOHNS COUNTY	ST. JOHNS CO.	LAND ACQUISITION/PUD
220.023	111	PORPOISE POINT	ST. JOHNS COUNTY	ST. JOHNS CO.	DRAINAGE EASEMENT ROW
220.025		SR 16	ST. JOHNS COUNTY	ST. JOHNS CO.	LAND ACQUISITION
220.027		SR 44 & CR 4139	DELAND	VOL. CO. SCHOOL BOARD	LAND ACQUISITION
220.030		TURNBULL CREEK P# 95, 96, 109	NSB	CITY OF NSB	LAND ACQUISITION
220.031	405	PORPOISE POINT	ST. JOHNS COUNTY	ST. JOHNS CO.	DRAINAGE EASEMENT ROW
220.032		FLAGLER AV & WASHINGTON ST	NSB	CITY OF NSB	COMM BLDG & VACANT LAND
220.033	31	JAROSZ STREET	PALM COAST	CITY OF PALM COAST	SINGLE FAMILY RESIDENCE/ACQUISITION
220.035		WEYERHAUSER PROPERTY	CLAY COUNTY	SJRWMD	VACANT LAND-REVIEW
220.036	214	COLUMBUS AVE	NSB	CITY OF NSB	SINGLE FAMILY RESIDENCE
221.001	2650 & 2700	N DIXIE FREEWAY	NSB	CITY OF NSB	OFFICE BUILDING
221.005	801	SOUTH STREET	NSB	CITY OF NSB	LAND LEASE
221.007		ST. JOHNS AVE	HASTING SJC	ST. JOHNS COUNTY	LAND ACQUISITION/2 PARCESL
221.008		NOVA & BIG TREE	DAYTONA BEACH	VOLUSIA COUNTY SB	LAND ACQUISITION
221.009		AG CENTER DRIVE	ST. AUGUSTINE	ST. JOHNS COUNTY	SHOOTING RANGE
221.011	1500	LEXINGTON AVE	DELAND	VOL CO SCHOOL BOARD	LAND ACQUISITION/INDUSTRIAL
221.012		US 1	OAK HILL	CITY OF OAK HILL	LAND ACQUISITION
221.014	4951	STATE ROAD 207	ST JOHNS COUNTY	ST. JOHNS COUNTY	LAND ACQUISITION
221.016	124	INDUSTRIAL PARK AVE	NSB	CITY OF NSB	LAND ACQUISITION
221.018		TOMOKA RIVER	ORMOND BEACH	SJRWMD	VACANT LAND REVIEW/ 2 SEP REVIEWS
221.025		US 192	BREVARD CO.	SJRWMD	REVIEW WETLANDS-SAFFAN
221.026		US 192	BREVARD CO.	SJRWMD	REVIEW WETLANDS-SAFFAN
221.027	301	SMITH STREET	NSB	CITY OF NSB	LAND ACQUISITION
221.028		TOWN CENTER DRIVE	PALM COAST	CITY OF PC	LAND ACQUISITION
221.029		STATE ROAD 16	ST JOHNS COUNTY	ST JOHNS COUNTY	LAND ACQUISITION
221.030		SE HWY 464C	MARION COUNTY	SJRWMD	VACANT LAND REVIEW
221.032		BAYARD POINT	CLAY COUNTY	SJRWMD	VACANT LAND REVIEW/ 3 SEP REVIEWS
221.038	3441-3459	Ridgewood Ave	PORT ORANGE	City of Port Orange	LAND ACQUISITION
"	3814	Halifax Drive	PORT ORANGE	City of Port Orange	LAND ACQUISITION

222.001	3080	COASTAL HIGHWAY	VILANO BEACH	ST JOHNS COUNTY	LAND ACQUISITION/OCEAN FRONT
222.002	218	GAINES ST	OAK HILL	City of Oak Hill	LAND ACQUISITION
222.003		BAYARD POINT	CLAY COUNTY	SJRWMD	VACANT LAND REVIEW/ 3 SEP REVIEWS
222.006	45	CUBBEDGE ROAD	ST JOHNS COUNTY	ST JOHNS COUNTY	OCEANFRONT RESTAURANT
222.007		US HIGHWAY 1	VOLUSIA COUNTY	SJRWMD	VACANT LAND REVIEW/RIVERFRONT
222.008		SR 207	ST JOHNS COUNTY	ST JOHNS COUNTY	LAND ACQUISITION/MIXED USE
222.009		HART AVE DRAINAGE PROJECT	EDGEWATER	CITY OF EDGEWATER	MIXED RES & COMM DRAINAGE EASEMENTS 20 PARCELS
222.013		Matanzas Woods Parkway	PALM COAST	CITY OF PALM COAST	INFRASTRUCTURE EASEMENT ROW
222.018		PALM COAST PKWY	PALM COAST	CITY OF PALM COAST	LAND ACQUISITION
222.019		SR 312	ST JOHNS COUNTY	ST JOHNS COUNTY	LAND ACQUISITION
222.200		AG CENTER DRIVE	ST JOHNS COUNTY	ST JOHNS COUNTY	LAND ACQUISITION
222.022	143	THUNDERBIRD DRIVE	SEBASTIAN	SJRWMD	VACANT LAND REVIEW
223.002	4225 & 4229	PACETTI ROAD	ST AUGUSTINE	ST JOHNS COUNTY	POND EASEMENT ROW
223.003		CR 208	ST AUGUSTINE	ST JOHNS COUNTY	ROW ACQUISITION
223.004		KINGS ESTATE ROAD	ST AUGUSTINE	ST JOHNS COUNTY	LAND ACQUISITION
223.005	180	PINE ISLAND ROAD	ST AUGUSTINE	ST JOHNS COUNTY	ROW ACQUISITION
223.006		TOMOKA FARMS ROAD	PORT ORANGE	PORT ORANGE	LAND ACQUISITION
223.007		TAYLOR CREEK	ORANGE COUNTY	SJRWMD	VACANT LAND REVIEW
223.008		SARTORI EXCHANGE	BREVARD COUNTY	SJRWMD	VACANT LAND REVIEW
223.009		FRENCH AVE	VOLUSIA	Eminent Domain Specialists	REVIEW BORROW PIT
223.010		MATANZAS WOODS PARKWAY	PALM COAST	CITY OF PALM COAST	LAND ACQUISITION 3 PARCELS
223.011	241	RIBERIA STREET	ST AUGUSTINE	ST JOHNS COUNTY	LAND ACQUISITION
223.013	2310	CR 13 SOUTH	ELKTON	ST JOHNS COUNTY	LAND ACQUISITION
223.014		ATLANTIC ROAD	ST AUGUSTINE	ST JOHNS COUNTY	LAND ACQUISITION
223.015		CR 13 North	ST AUGUSTINE	ST JOHNS COUNTY	LAND ACQUISITION
223.017		WHITEVIEW PARKWAY	PALM COAST	CITY OF PALM COAST	LAND ACQUISITION
223.018		FULTON STREET	DAYTONA	VOLUSIA COUNTY SCHOOLS	LAND ACQUISITION
223.019		FULTON STREET	DAYTONA	VOLUSIA COUNTY SCHOOLS	LAND ACQUISITION
223.020	819	MADELINE AVE	PORT ORANGE	CITY OF PORT ORANGE	LAND ACQUISITION
223.021		SR 16 & PACETTI ROAD	ST. AUGUSTINE	ST JOHNS COUNTY	RETENTION POND
223.022	403	PORPOISE POINT DRIVE	VILANO BEACH	ST JOHNS COUNTY	DRAINAGE EASEMENT ROW
223.023	222	cummings street	oak hill	City of oak hill	LAND ACQUISITION
223.024	A & B & C	3 parcels vacant land	NSB	City of NSB	LAND ACQUISITION 3 PARCELS
223.025		PEAVY GRADE ROAD	PALM COAST	CITY OF PALM COAST	LAND ACQUISITION
223.026	2627	HILLTOP ROAD	ST. AUGUSTINE	ST. JOHNS COUNTY	T.C.E./ROW
223.027	2610	HILLTOP ROAD	ST. AUGUSTINE	ST. JOHNS COUNTY	T.C.E./ROW
223.028	2640	HILLTOP ROAD	ST. AUGUSTINE	ST. JOHNS COUNTY	T.C.E./ROW
223.029	2655	HILLTOP ROAD	ST. AUGUSTINE	ST. JOHNS COUNTY	T.C.E./ROW
223.030	2675	ST. AUGUSTINE BLVD	ST AUGUSTINE	ST JOHNS COUNTY	T.C.E./ROW
223.031	1364	KINGS ESTATE ROAD	ST AUGUSTINE	ST JOHNS COUNTY	P.E. & T.C.E./ROW
223.032	1570	WILDWOOD DRIVE	ST. AUGUSTINE	ST. JOHNS COUNTY	SIDEWALK ACQUISITION ROW
223.035		HILLTOP ROAD-PINEDA-FULL TAKE	ST. AUGUSTINE	ST. JOHNS COUNTY	FULL TAKE ROW
223.036		HILLTOP ROAD-TRI STATE	ST. AUGUSTINE	ST. JOHNS COUNTY	T.C.E./ROW
223.037	2705	HILLTOP ROAD-TACKETT	ST. AUGUSTINE	ST. JOHNS COUNTY	T.C.E./ROW
223.038	1405	KINGS ESTATE ROAD-KACHNYCZ	ST. AUGUSTINE	ST. JOHNS COUNTY	P.E. & T.C.E./ROW
223.039	2701	ELSIE ROAD-BROWN	ST. AUGUSTINE	ST. JOHNS COUNTY	FULL TAKE ROW
223.040	1334	KINGS ESTATE ROAD	ST. AUGUSTINE	ST. JOHNS COUNTY	FULL TAKE ROW
223.041	1340	KINGS ESTATE ROAD	ST. AUGUSTINE	ST. JOHNS COUNTY	P.E. & T.C.E./ROW
223.043		MATANZAS WOODS PARKWAY	PALM COAST	CITY OF PALM COAST	HOSPITAL EASEMENT ROW
223.044	VACANT	AIRPORT PARKING LOT	NEW SMYRNA BEACH	CITY OF NSB AIRPORT	LAND ACQUISITION
223.045	504	INDUSTRIAL	NEW SMYRNA BEACH	CITY OF NSB AIRPORT	LAND AND IMP. INDUSTRIAL
223.046	25	BUCKLEY DRIVE	DEBARY	VOLUSIA COUNTY SCHOOLS	LAND ACQUISITION
223.048		SERRAO ACQUISITION	BREVARD COUNTY	SJRWMD	VACANT LAND REVIEW
223.049	7001	A1A SOUTH	CRESCENT BEACH	ST. JOHNS COUNTY	ROW VACANT LAND
223.050		PINE ISLAND ROAD	ST. AUGUSTINE	ST. JOHNS COUNTY	ROW VACANT LAND
224.001		PARRISH ACQUISITION	BREVARD COUNTY	SJRWMD	VACANT LAND REVIEW
224.003	403	Magnolia Street	CITY OF NSB	RON NEIBET	IMPROVEDMULTIUSE
224.004	120	Flagler	CITY OF NSB	RON NEIBET	IMPROVED OFFICE
224.005		DOSTER	CITY OF NSB	RON NEIBET	LAND ACQUISITION

TRIAL EXPERIENCE:

Ronald S. Crouse, ASA CRA, IFAS

Mr. Crouse has considerable experience as an expert witness and has been qualified as an expert in Volusia, Brevard and Seminole counties as well as federal courts in Orlando and Jacksonville, Florida. He was the appraiser of record for Brevard County Beach Restoration project with the issue being public vs. private beach rights which is now used as case law on this subject. He is often involved in providing valuation testimony in divorce cases, deficiency judgments and other types of litigation. *The most recent trial Mr. Crouse had to testify at as an expert witness was the Road Widening of SR 442 interchange with I-95 in Edgewater, Volusia County.*



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

CROUSE, RONALD STEVEN
600 N RIDGEWOOD AVE
EDGEWATER FL 32132

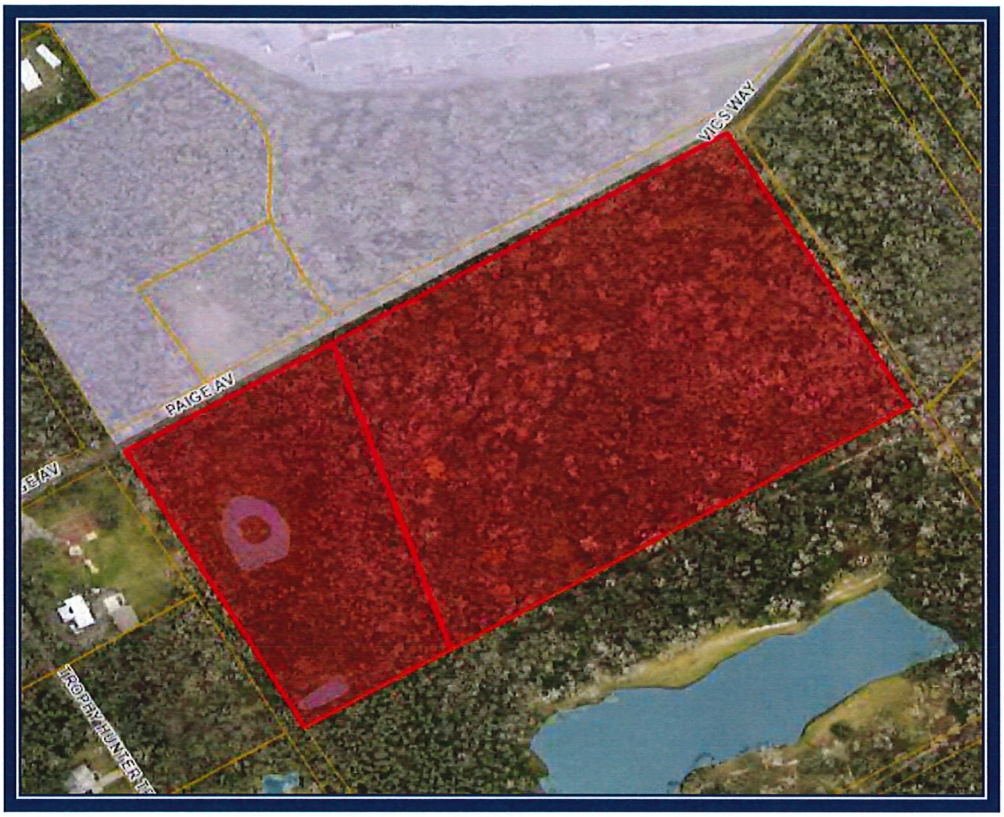
LICENSE NUMBER: RZ670
EXPIRATION DATE: NOVEMBER 30, 2026
Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/19/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

RESTRICTED APPRAISAL REPORT



20.2± ACRES UNIMPROVED LAND

TAX PARCELS #7343-06-00-0880 & #7343-06-00-0881
S/S PAIGE AVENUE
NEW SMYRNA BEACH, FL 32168

PREPARED FOR

CITY OF NEW SMYRNA BEACH
C/O MR. RON NEIBERT
ASSISTANT CITY MANAGER
210 SAMS AVENUE
NEW SMYRNA BEACH, FL 32168

AS OF

APRIL 30, 2025

HEFFINGTON & ASSOCIATES, LLC
911 BEVILLE ROAD, STE. 8 / DAYTONA BEACH, FL 32119 / (386) 760-7601 / FAX (386) 760-5161

HEFFINGTON & ASSOCIATES, LLC
911 BEVILLE ROAD, STE. 8 / DAYTONA BEACH, FL 32119 / (386) 760-7601 / FAX (386) 760-5161

May 5, 2025

City of New Smyrna Beach
c/o Mr. Ron Neibert
Assistant City Manager
210 Sams Avenue
New Smyrna Beach, FL 32168

Dear Mr. Neibert:

In accordance with your request, we hereby submit a ***Restricted Appraisal Report*** on the following property:

20.2± ACRES OF UNIMPROVED LAND

TAX PARCELS #7343-06-00-0880 & #7343-06-00-0881
S/S PAIGE AVENUE
NEW SMYRNA BEACH, FL 32168

The purpose of the Restricted Appraisal Report is to form an opinion of *Market Value* for the above referenced property *"As Is",* to a single purchaser on a cash equivalent basis, assuming a reasonable marketing period. This property is appraised as a Fee Simple Estate, subject to typical mortgage loan encumbrances and utility easements. The intended use of the Restricted Appraisal Report is to assist the client in purchase negotiations. The intended user is *The City of New Smyrna Beach, c/o Mr. Ron Neibert.*

After careful investigation, it is our opinion the subject's estimated "*As Is*" **Market Value** of the Fee Simple Estate, as of April 30, 2025, was:

ESTIMATED "AS IS" MARKET VALUE

SEVEN HUNDRED THIRTY- SEVEN THOUSAND DOLLARS

($737,000)

Note: The subject is located on the south side of Paige Avenue, a platted, unopened right-of-way as it fronts the subject site. The value estimate provided in this report assumes the platted right-of-way could be opened to the subject site. This is an extraordinary assumption that may have affected the assignment results.

As requested, we have prepared a Restricted Appraisal Report. Therefore, a significant portion of the appraisal report has been abbreviated, specifically regarding the communication, presentation, and analysis of data. It should also be noted that there is a sufficiency of additional property information and market data retained within the appraiser's files which has been analyzed and serves to support the values and conclusions contained within the attached report. *The value contained within this letter is not valid unless it is attached to the accompanying Restricted Appraisal Report.*

It should be noted that this appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount which would result in the approval of a loan. Furthermore, our compensation is not contingent upon the reporting of a predetermined value, or direction in value, that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

The Appraisal Institute conducts a voluntary program of continuing education for its designated members. Designated members who meet the minimum standards of this program are awarded periodic educational certification. I am currently certified under this program.*

If you should have any questions concerning this report, please do not hesitate to contact our office.

Respectfully submitted,

HEFFINGTON AND ASSOCIATES, LLC

*R. Todd Heffington, MAI
Cert Gen RZ 2368

Martin J. Concannon
Cert Gen RZ 907

RTH:MJC/jd
Enclosures

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ADDENDA
ENGAGEMENT LETTER
VOLUSIA COUNTY PROPERTY APPRAISER'S RECORD CARDS
LATEST DEED DATED NOVEMBER 14, 2021
R-4, VOLUSIA COUNTY URBAN SINGLE FAMILY RESIDENTIAL ZONING ORDINANCE
R-C, VOLUSIA COUNTY RESOURCE CORRIDOR ZONING ORDINANCE
CURRENT LISTING OF SUBJECT PROPERTY (AS PART OF A LARGER TRACT OF LAND)
NATIONAL WETLAND INVENTORY MAP CLASSIFICATION - SUBJECT PROPERTY
NEIGHBORHOOD MAP
QUALIFICATIONS OF THE APPRAISERS

CERTIFICATION

The undersigned do hereby certify that, except as otherwise noted in this appraisal report:

1. To the best of my knowledge and belief, the statements of fact contained in this appraisal report, upon which the analyses, opinions, and conclusions expressed herein are based, are true and correct.
2. The reported analysis, opinions and conclusions are limited only by the assumptions and limiting conditions and are my personal, impartial, and unbiased professional analysis, opinions, and conclusions.
3. I have no present or prospective interest in the subject property, or the parties involved, that is the subject of this appraisal report.
4. I have no personal interest or bias with respect to the subject matter of this appraisal report nor the parties involved. My employment is not contingent on the amount reported.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The reported analyses, opinions and conclusion were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Uniform Standards of Professional Appraisal Practice.
8. I have made a thorough inspection and careful investigation of the property herein described.
9. Martin J. Concannon, Cert. Gen. RZ 907, provided professional assistance in the data collection, writing and preparation of this appraisal report. The analysis and value conclusions were a joint effort.
10. This appraisal report sets forth all of the limiting conditions (imposed by the terms of my assignment or by the undersigned) affecting the analyses, opinions, and conclusions contained in this report.
11. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
12. That, as of the date of this report, the undersigned has completed the requirements of the continuing education of the Appraisal Institute and is currently certified as a General Real Estate Appraiser by the State of Florida.
13. I certify that, to the best of my knowledge and belief, the reported analyses, opinions, or conclusions were developed, and this report has been prepared in conformity with the requirements of the State of Florida for state-certified appraisals (Florida Statutes, Chapter 475, Part II). The use of this report is subject to the requirements of the State of Florida related to review by the Florida Appraisal Board.
14. The Appraisal Institute conducts a voluntary program of continuing education for its designated members. Designated members who meet the minimum standards of this program are awarded periodic educational certification. I, R. Todd Heffington, MAI, am currently certified under this program.
15. I have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Martin J. Concannon
Cert. Gen. RZ 907
☑ Did ☐ Did Not
Inspect Property

R. Todd Heffington, MAI
Cert. Gen. RZ 2368
☑ Did ☐ Did Not
Inspect Property

HYPOTHETICAL CONDITIONS

1. None

EXTRAORDINARY ASSUMPTIONS AND LIMITING CONDITIONS

1. The subject is located on Paige Avenue, a platted, unopened right-of-way as it fronts the subject site. The value estimate provided in this report assumes the platted right-of-way could be opened to the subject site. This is an extraordinary assumption that may have affected the assignment results.

ASSUMPTIONS AND LIMITING CONDITIONS

1. This appraisal is intended to comply with the Scope of Work requirements enacted July 1, 2006 by the Uniform Standards of Professional Appraisal Practice.

2. This is a Restricted Use Report Format, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice. As such, it does not include discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. The opinions and conclusions set forth in this report may not be understood properly without additional information in the appraiser's work file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

3. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.

4. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.

5. Responsible ownership and competent property management are assumed unless otherwise stated in this report.

6. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

7. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property. The appraisers are not experts in engineering or construction and are not licensed constructions contractors.

8. It is assumed that there are no hidden or unapparent conditions on the property, subsoil, or structures that render it more or less valuable but are not apparent. This appraiser can assume no responsibility for such conditions or for arranging for engineering studies that may be required to discover them.

9. It is assumed that there is full compliance with all federal, state and local environmental regulations and laws unless otherwise stated in this report.

10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.

11. It is assumed that all required licenses, certificates of occupancy, or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.

12. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

13. It is assumed that the utilization of the land and improvements is within the boundaries or property liens of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

14. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumptions that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

15. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with requirements of the Americans with Disabilities Act ("ADA") which became effective January 26, 1992. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.

16. Any proposed improvements are assumed to be completed in a professional manner in accordance with the submitted plans and specifications.

17. The distribution, if any, of the total valuation in this report between land and improvements, applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

18. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.

19. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

20. The appraiser, by reason of this report, is not required to give testimony or attend court or any governmental hearing with reference to the property in question, unless arrangements have been previously made therefore.

EXECUTIVE SUMMARY

Property Location:	South side of Paige Avenue, west of Mission Drive, New Smyrna Beach, Volusia County, FL. The subject is located behind the New Smyrna Beach Regional Shopping Center.
Property Type Appraised:	Residential Land
Current Owner(s) of Record:	Blossom Development, Inc.
Parcel No(s):	7343-06-00-0880 & 7343-06-00-0881
Brief Legal Description:	Lengthy; please refer to a copy of the latest warranty deed presented in the Addenda of this report.
Property Rights Appraised:	Fee Simple
Effective Date/Date of Report:	April 30, 2025/May 5, 2025
Site Size:	20.2± Acres
Improvements:	None
Zoning:	R-4, R-4A, Single Family Residential & RC, Resource Corridor, County of Volusia
Future Land Use Designation:	UMI, Urban Medium Intensity & INC, Incorporated
Highest and Best Use "As If Vacant":	Residential
Market Value Opinion "As Is":	$737,000
Cost Approach -	Not Processed
Income Approach -	Not Processed
Direct Sales Approach -	$737,000
Flood Zone:	The subject site is located in a Flood Zone "AE", Community Panel No. 12127C0540J, dated September 9, 2017. The exact determination should be made by a surveyor. Flood Zone "AE" is an area designated as a high-risk flood zone by FEMA because of its proximity to flood plains, rivers, lakes, and other bodies of water.

PURPOSE OF THE APPRAISAL

The *purpose* of the appraisal is to form an opinion of Market Value of the subject property ***"As Is"***. The property is appraised as a Fee Simple Estate, subject to typical mortgage loan encumbrances and utility easements.

MARKET VALUE DEFINITION

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus." Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and each acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale." [1]

EFFECTIVE DATE OF VALUE/ DATE OF THE APPRAISAL

The *effective date* of the appraisal is April 30, 2025. The *date* of the report is May 5, 2025.

INTENDED USE AND INTENDED USER OF THE APPRAISAL

The intended use of the Restricted Appraisal Report is to assist the client in purchase negotiations. The intended user is *The City of New Smyrna Beach, c/o Mr. Ron Neibert.*

INTEREST VALUED

The subject property is appraised as a Fee Simple Estate. As defined in the Dictionary of Real Estate Appraisal published by the American Institute of Real Estate Appraisers, a Fee Simple Estate is the *"Absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, and taxation."*

LEGAL DESCRIPTION

Lengthy; please refer to the latest warranty deed presented in the Addenda of this report.

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[1] FDIC Interagency Appraisal and Evaluation Guidelines, December 2, 2010

THREE YEAR SALES HISTORY

Based on a review of the public records, it does not appear as if the subject has transferred within the last three years. The subject property is currently listed, as part of a larger tract of land (24.7 acres), for $1,250,000 or $50,607 per acre, and has been on the market for over thirteen months. A copy of the listing is included in the Addenda of this report.

REAL PROPERTY ASSESSMENT

The subject property is currently assessed by the Volusia County Tax Assessor for ad valorem taxes for the year 2024. The Volusia County Council of Governments determines the millage rate used in calculating the tax bill in October of each year. The tax collector issues the tax bill providing for a 4 percent discount of the bill if paid in November, a 3 percent discount for payment in December, a 2 percent discount if paid in January, and a 1 percent discount for payment in February. All taxes be come delinquent after March 31st of each year.

Tax Parcel No.	Assessed Value	Taxable Value	Total Gross Taxes
7343-06-00-0880	$158,613	$158,613	$2,797.37
7343-06-00-0881	$60,910	$60,910	$1,146.69

Taxes for this area are based on a millage rate of 17.60360 for 2024. Based on our analysis of the subject property and the final estimate of value, the assessment appears to be very favorable in the local market in terms of value as previously defined within this report. It should be noted the Volusia County Property Appraiser's assessment has *not* been relied upon in valuing the subject property and the assessment is included herein for informational purposes only.

IDENTIFICATION OF THE SUBJECT PROPERTY

The subject site consists of 20.20± acres of unimproved land, zoned for residential use, located on the south side of Paige Avenue, just west of Mission Drive, in New Smyrna Beach, Volusia County, Florida.

LAND USE PLANNING, ZONING, CONCURRENCY

The subject site is zoned R-4, R-4A, Single Family & RC, Resource Corridor, by the County of Volusia. The subject's zoning is consistent with the adopted Comprehensive Land Use Plan designation which is UMI, Urban Medium Intensity and INC, Incorporated. There are no known pending public developments or regulations likely to have an affect on the future zoning of the subject property. Based on an analysis of various parcels in this area, concurrency is not a limiting factor with respect to new development. The R-4 zoning classification requires a minimum site size of 7,500 square feet and the RC zoning classification requires a minium site size of 25 acres. That portion of the subject zone R-4A lies within the Airport Protection Overlay Zone, which has some height restrictions. A copy of the R-4 and RC zoning ordinances are presented in the Addenda of this report.

SCOPE OF WORK

Scope of Work is defined as the type and extent of research and analyses in an appraisal or appraisal review assignment. In order to produce a credible assignment, the appraisal work and analysis included:

* physically inspecting the surrounding market area;
* an analysis of regional and market area trends, including social, economic, governmental and environmental influences;
* an analysis of general value influences in the subject's competitive market;
* research of applicable tax data and physical characteristics;
* an analysis of the building improvements;
* an analysis of the highest and best use of the subject property, which considered pertinent variables, such as property characteristics, zoning, future land use, and support facilities, as well as exposure time; and,
* application of the Direct Sales Comparison Approach to arrive at an indication of value for the subject property "As Is".

Careful consideration was given to the applicability of each of the three approaches to value in this report. The subject of this appraisal assignment comprises the valuation of an unimproved parcel of residential land. In this case, only the Direct Sales Comparison Approach will be processed to form an opinion of Market Value, which is considered most credible when appraising this type of property (vacant residential land). Sufficient data was available in order to be reconciled into a final valuation estimate for the subject property.

In this case, the Cost and Income Approaches were not processed. The absence of these approaches are not intended to mislead the client.

The process of collecting data involved a search of the market area for comparable sales and listings. The search was made using data from the Volusia County Property Appraiser's Offices, the Clerk of the Circuit Court Official Record Books, the Multiple Listing Services, CoStar Research, conversations with local Realtors, LoopNet, etc.

Martin J. Concannon, Cert Gen RZ 907, provided significant professional assistance in the preparation of this appraisal report. The assistance included sales research, valuation analyses, property inspection, and assistance in the writing of the appraisal report. The analyses, valuations, and conclusions were a joint effort between R. Todd Heffington, MAI, and Martin J. Concannon. This is a Restricted Appraisal Report and further supporting documentation is retained in the appraiser's file.

ESTIMATED EXPOSURE TIME

The Dictionary of Real Estate Appraisal, 3rd Edition, defines *Exposure* on page 126 as: The time a property remains on the market, or the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market. Exposure time is always considered to occur prior to the effective date of the appraisal.

The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. Exposure time is different for various types of real estate and value ranges and under various market conditions.

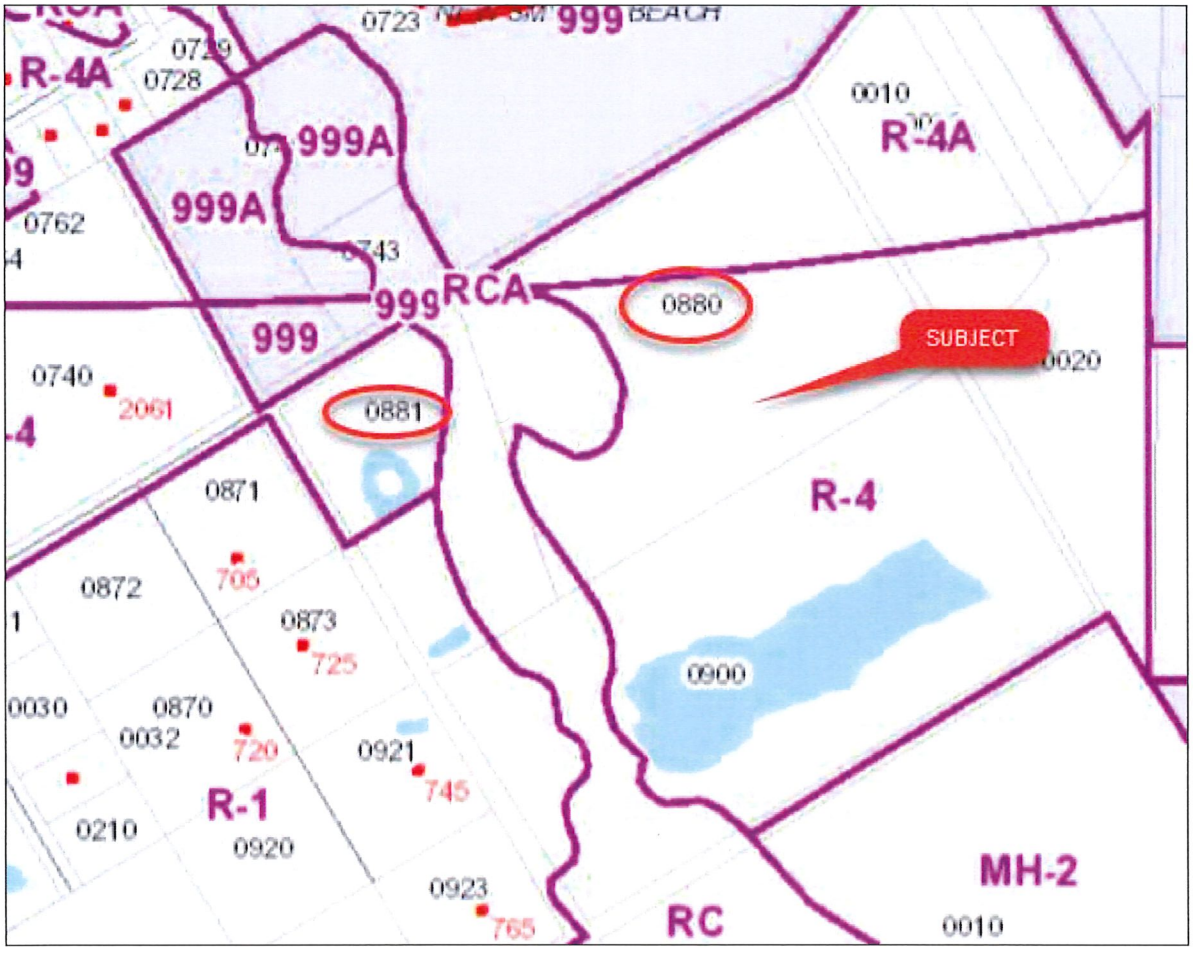
The Steller Multiple Listing Service indicated that from June 1, 2024 until April, 1, 2025 (eleven months), the average days on the market for unimproved residential land was approximately 2 months to closing and these properties sold at a list to sell ratio of 90.0 percent. The subject property, as part of a larger tract, has been listed for sale for 431 days. Therefore, we feel that with effective marketing and exposure, it may be possible for the subject to transfer within approximately 8 to 12 months at or near the appraised value estimate provided herein. This opinion also considers the subject property being placed on the market with a concentrated marketing effort by a knowledgeable and competent professional.

FLOOD MAP

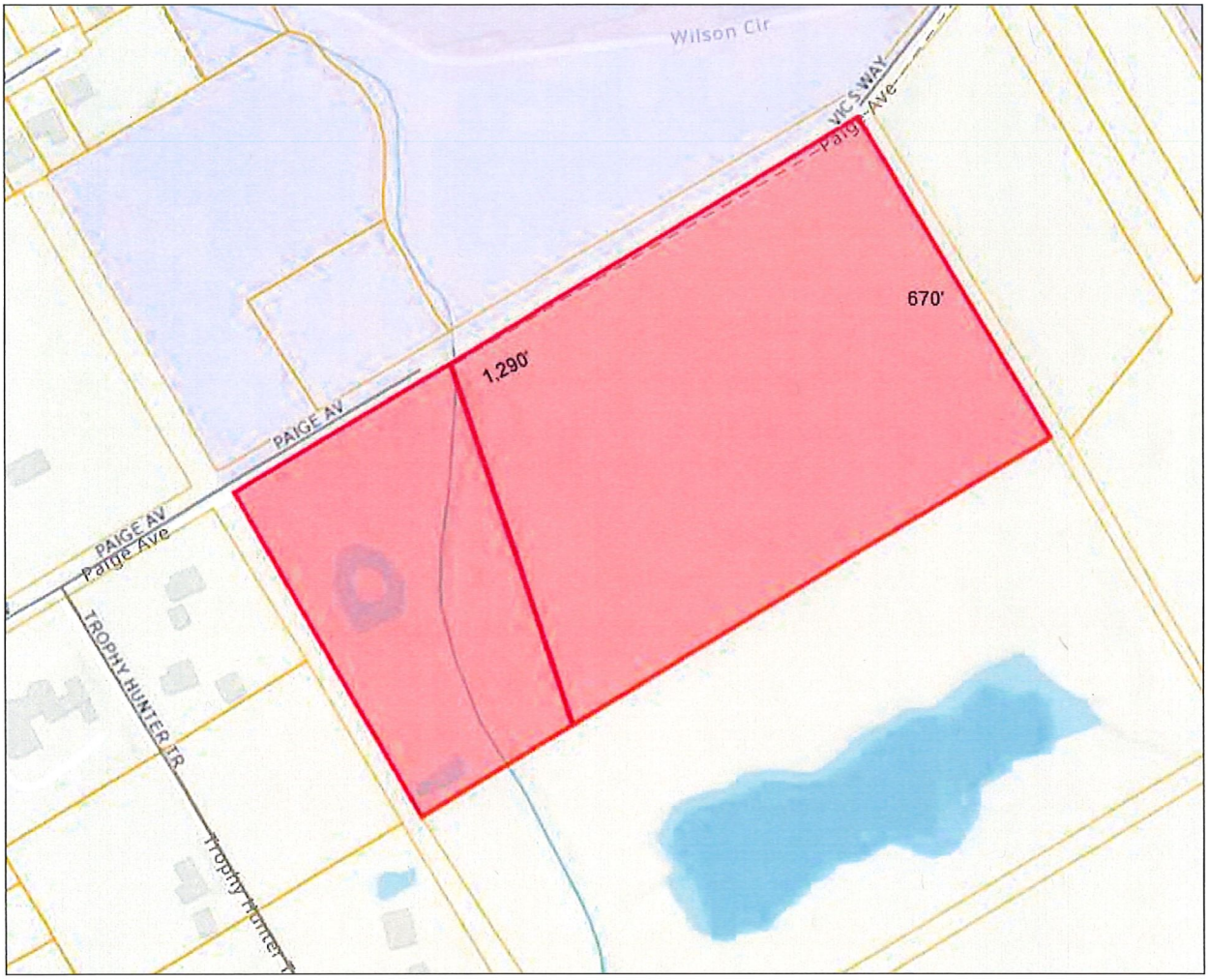

CITY OF NEW SMYRNA BEACH
125132
Zone AE
29.008742,-80.948747
UNINCORPORATED AREAS
12127C0540J
eff. 9/29/2017

ZONING MAP

R-4, SINGLE FAMILY & RC, RESOURCE CORRIDOR, VOLUSIA COUNTY



PROPERTY APPRAISER' PLAT



DESCRIPTION OF THE SITE

Location, Size, and Shape: The subject site is located on the south side of Paige Avenue, just west of Mission Drive, in New Smyrna Beach, Volusia County, Florida. The subject site is actually in unincorporated Volusia County. The site is rectangular and contains **20.20± acres** of land area. The site has approximately 1,290 feet of frontage on Paige Avenue (unopened) and a depth of 670± feet. We were not provided with an up-to-date survey or legal description. In the event a current survey indicates a significant difference from the site estimate shown herein, we reserve the right to adjust this report accordingly. Please refer to the previous page for visual orientation.

Access: The subject site is located on the south side of Paige Avenue, a platted, unopened right-of-way as it fronts the subject site. Paige Avenue, as it fronts the subject site, is a shell topped and grassed trail that begins behind the rear of the New Smyrna Beach Regional Shopping Center. Paige Avenue, as it extends west to the subject site, is a two lane paved right-of-way that terminates behind the shopping center. Paige Avenue also extends east from Corbin Park Drive to a point just east of Trophy Hunter Trail. It is paved up to this point then becomes a grassed trail. It is our assumption that Paige Avenue could be opened to the subject site for vehicular access.

Topography And Drainage: The site is generally level and is heavily wooded. The National Wetlands Inventory Map indicates that approximately fifty percent of the site is classified as wetlands PFO1Ad (see Addenda for details of this classification). Turnbull Creek traverses the site in an north/south direction near its westerly boundary line. There is no indication of wetlands on the Volusia County Property Appraiser's record card. The appraisers were not provided with a jurisdictional wetland survey or topographical survey. At the time of our inspection, there were no apparent unfavorable soil conditions found which might adversely affect the subject site. In the event soil tests or other sources should indicate detrimental soil conditions, the appraisers reserve the right to modify the value conclusions accordingly.

Utilities/Services Available: There are currently no public utilities are available to the subject site. All public utilities would have to be extended to the site, from either Mission Drive or Corbin Park Road, for development. On-site wells and septic tanks are typical for this area, and this factor is not considered to negatively impact the site's marketability. Police and fire protection are provided by the County of Volusia and the City of New Smyrna Beach. Telephone service is supplied by publicly regulated companies. Trash and garbage pick-up is contracted by a private company.

Flood Plain Data: Based on the FEMA issued flood maps, the majority of the subject site is in a Flood Zone "AE", Community Panel No. 12127C0540J, dated September 9, 2017. The exact determination should be made by a surveyor. Flood Zone "AE" is an area designated as a high-risk flood zone by FEMA because of its proximity to floodplains, rivers, lakes, and other bodies of water.

Easements, Encroachments, or Restrictions: Typical utility easements may apply. An up-to-date title search and survey is recommended.

Nearby Land Uses: A shopping center, fast food restaurants, apartments, single family dwellings, small acreage tracts of undeveloped land.

Highest and Best Use Estimate

As If Vacant: Residential Development

NATIONAL WETLANDS INVENTORY MAP



DIRECT SALES COMPARISON APPROACH

The Direct Sales Comparison Approach, or Market Data Approach as it is sometimes referred to, is an appraisal technique which utilizes recent transactions of similar comparable properties to derive an indication of value for the subject. These comparable properties are adjusted for variables to enhance their degree of comparability to the subject. Based upon those adjustments supported by market evidence, the appraisers are then able to develop a clear indication of value for the subject. This technique is particularly accurate when there is an active and normal sales market of similar properties and when the details of the transactions can be verified by reliable sources involved in the sale.

The Direct Sales Comparison Approach is based upon the principle of substitution, in that a knowledgeable buyer will not pay any more for a particular property than what it would cost to purchase a duplicate property with equal utility.

The *unit of comparison* utilized in this section of the report is based on the *selling price per acre of land area,* which is generally recognized as the best means of relating small acreage tracts of residential land the subject property.

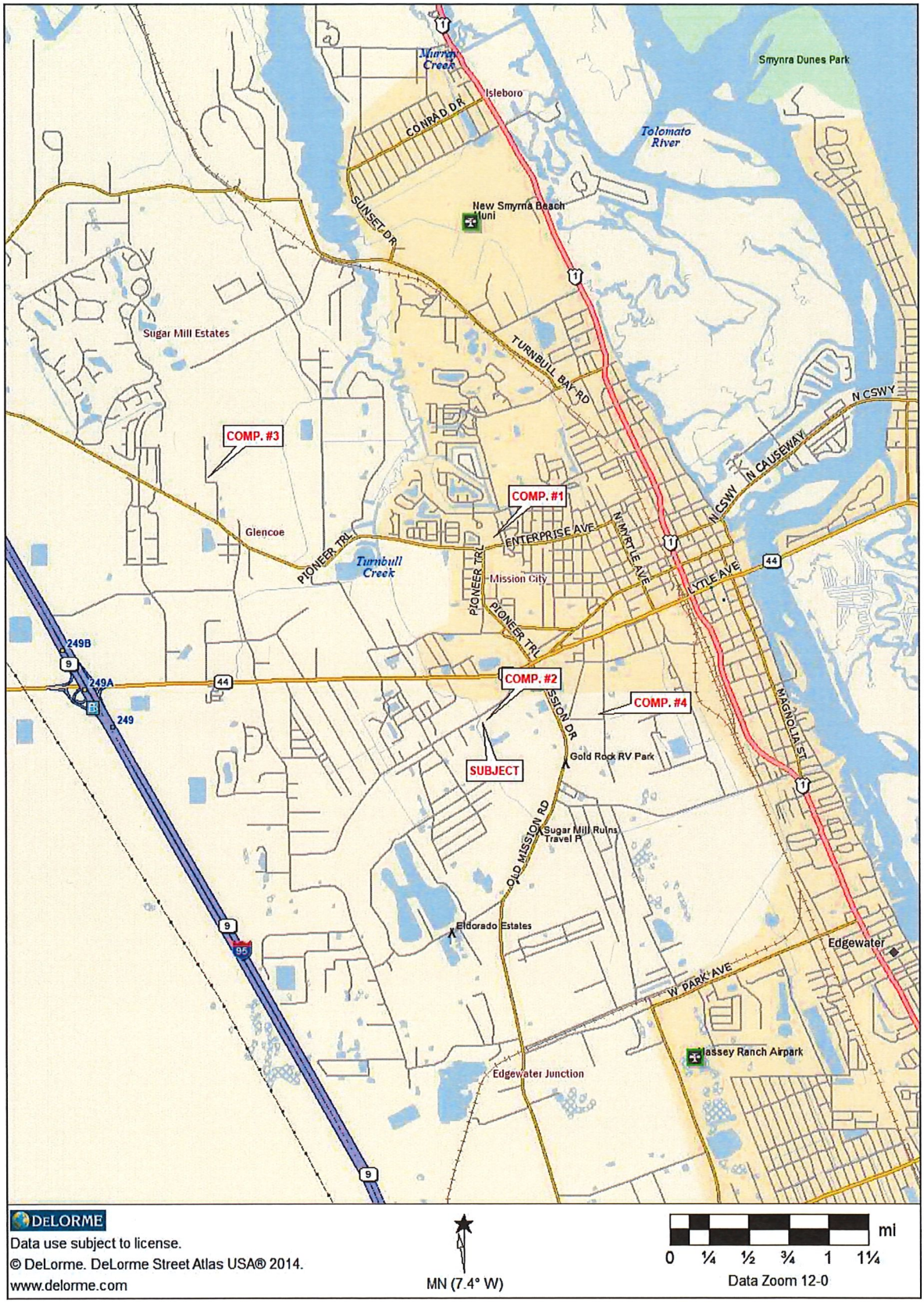
The sales/listings represent transactions which are considered comparable properties that represent valid indications of market activity and demand for this type of property in this locale. Though these transactions demonstrate a wide range in selling price per acre of land area, they bracket the subject's features and help narrow the value range.

A grid sheet analysis depicting adjustments to each comparable for its differences with the subject is presented on the following page followed by a location map and final analysis.

COMPARABLE SALES/LISTINGS ADJUSTMENT GRID

	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3	COMPARABLE NO. 4
SALES INFORMATION	S/S PAIGE AVENUE	E/S HALLECK STREET	S/S PAIGE AVENUE	763 ALBERTA STREET	618 INGHAM ROAD
PROPERTY ADDRESS	NEW SMYRNA BEACH	NEW SMYRNA BEACH	NEW SMYRNA BEACH	NEW SMYRNA BEACH	NEW SMYRNA BEACH
GRANTOR	BLOSSOM DEVELOPMENT, INC	COUNTRYSIDE LAKES II, L.L.C.	BLOSSOM DEV., INC.	JUDITH ANN JOHNS	NEWVIEW IRA FBO
GRANTEE	N/A	THE PACIFIC HOMES, LLC	N/A	DUNCAN DOWLING IV, ET UX	N/A
OR BK/PG	N/A	8440/3225	CURRENT LISTING	8370/2047	CURRENT LISTING
SALE PRICE	N/A	$600,000	$1,250,000	$299,900	$699,000
PRICE/PER ACRE	**$0.00**	**$58,423**	**$50,607**	**$52,157**	**$85,244**
PRIMARY ADJUSTMENTS					
PROPERTY RIGHTS	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE
ADJUSTMENT	0%	0%	0%	0%	0%
ADJUSTMENT PRICE/ACRE	$0	58,423	$50,607	$52,157	$85,244
FINANCING	NORMAL	NORMAL	NORMAL	NORMAL	NORMAL
ADJUSTMENT	0%	0%	0%	0%	0%
ADJUSTMENT PRICE/ACRE	$0	$58,423	$50,607	$52,157	$85,244
CONDITIONS OF SALE	NORMAL	NORMAL	NORMAL	NORMAL	NORMAL
ADJUSTMENT	0%	0%	0%	0%	0%
ADJUSTMENT PRICE/ACRE	$0	$58,423	$50,607	$52,157	$85,244
SALE DATE	N/A	07/23	CURRENT LISTING	02/23	CURRENT LISTING
ADJUSTMENT	0%	0%	-15%	0%	-15%
ADJUSTED PRICE/P.D.U.		**$58,423**	**$43,016**	**$52,157**	**$72,457**
OTHER ADJUSTMENTS					
LOCATION	AVERAGE	SUPERIOR	AVERAGE	AVERAGE	SUPERIOR
ADJUSTMENT	0%	-15%	0%	0%	-15%
INGRESS/EGRESS	FAIR	GOOD	FAIR	GOOD	AVG.
ADJUSTMENT	0%	-10%	0%	-10%	-5%
SIZE (ACRES)	20.20	10.27	24.70	5.75	8.20
ADJUSTMENT	0%	-12%	0%	-19%	-15%
SHAPE	RECTANGULAR	RECTANGULAR	RECTANGULAR	L SHAPED	RECTANGULAR
ADJUSTMENT	0%	0%	0%	5%	0%
TOPOGRAPHY	HEAVILY WOODED/LEVEL APPROX. 50% WETLANDS	HEAVILY WOODED/LEVEL APPROX. 100% WETLANDS	HEAVILY WOODED/LEVEL APPROX. 50% WETLANDS	CLEARED, LEVEL NO WETLANDS	PARTIALLY CLEARED (-) APPROX. 49% WETLANDS (+)
ADJUSTMENT	0%	10%	0%	-15%	0%
UTILITIES	NO UTILITIES AVAILABLE	ALL UTILTIES AVAILALABLE	NO UTILITIES AVAILABLE	NO UTILITIES	UTILITIES NEARBY
ADJUSTMENT	0%	-10%	0%	0%	-5%
FLOOD ZONE	ZONE "AE"	ZONE "AE"	ZONE "AE"	ZONE "X"	ZONE "X"
ADJUSTMENT	0%	0%	0%	-5%	-5%
ZONING	R-4 & RC	R-4, NSB, MULTI FAMILY	R-4 & RC	A-3, COUNTY, 1 ACRE HOMESITES	RA, NSB, 2.5 ACRE HOMESITES
ADJUSTMENT	0%	-10%	0%	0%	5%
ENTITLEMENTS	NONE	NONE	NONE	NONE	NONE
ADJUSTMENT	0%	0%	0%	0%	0%
ADJUSTED PRICE/ACRE	**$0.00**	**$30,964**	**$43,016**	**$29,208**	**$43,474**
				ADJUSTED MEAN	**$36,666**

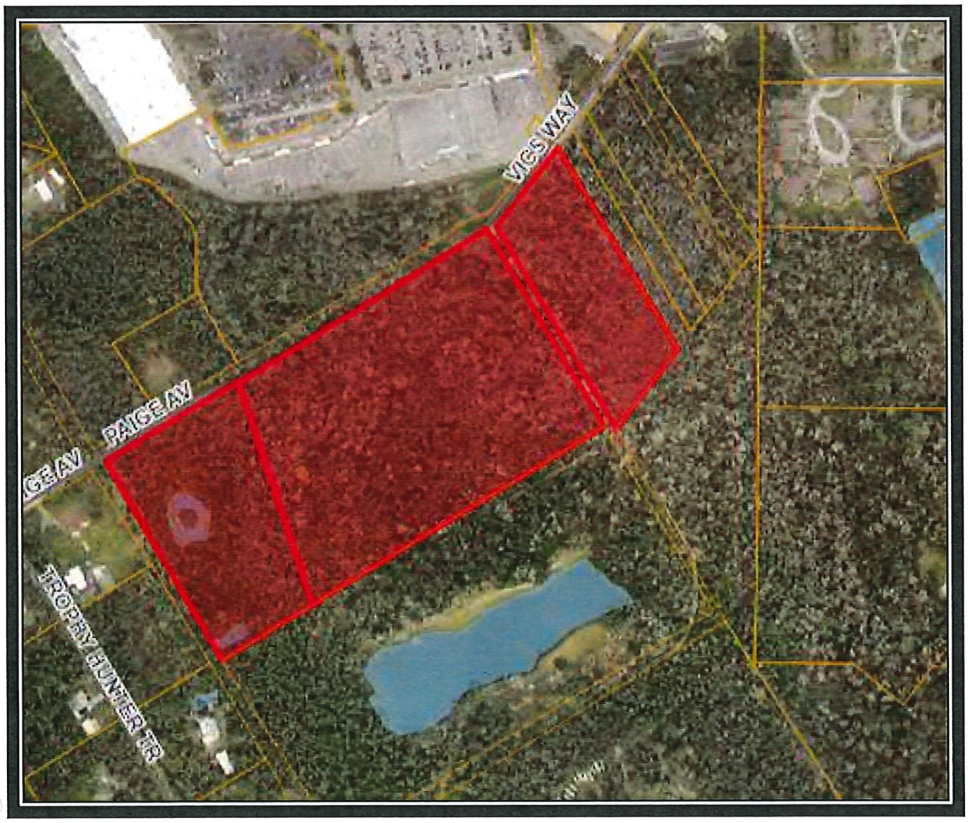
COMPARABLE LAND SALES/LISTINGS LOCATION MAP



COMPARABLE PHOTOGRAPHS - 1



COMPARABLE NO. 1 - 10.27 ACRES
W/S HALLECK STREET, NEW SMYRNA BEACH

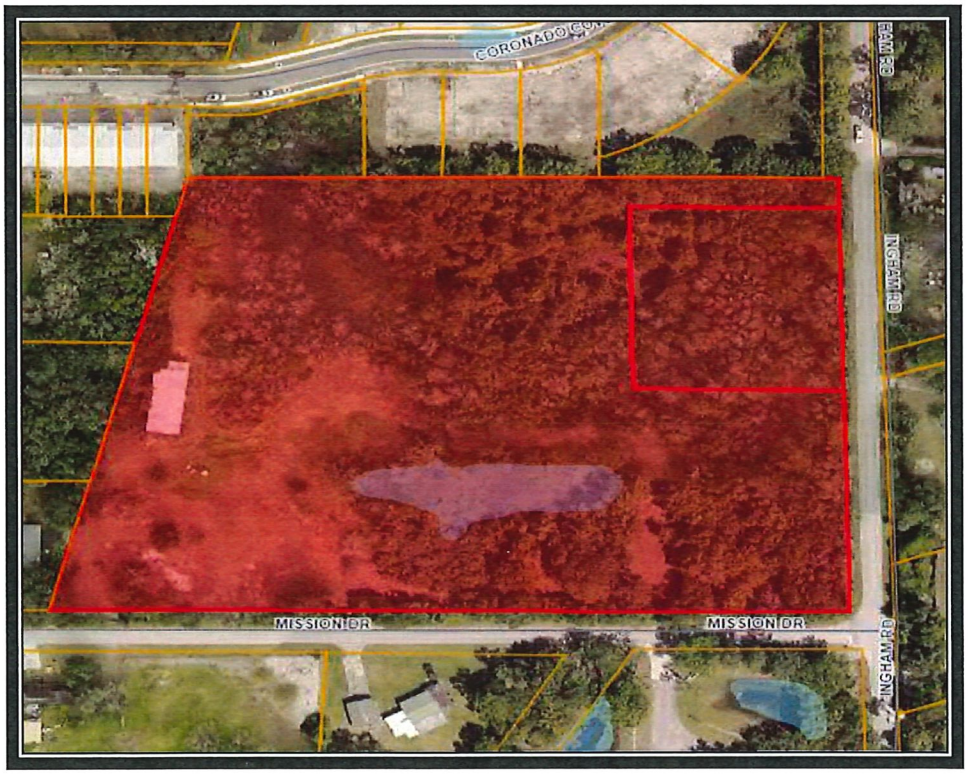


COMPARABLE NO. 2 - 24.7 ACRES
S/S PAIGE AVENUE, NEW SMYRNA BEACH

COMPARABLE PHOTOGRAPHS - 2



COMPARABLE NO. 3 - 5.75 ACRES
763 ALBERTA STREET, NEW SMYRNA BEACH



COMPARABLE NO. 4 - 7.5 ACRES
618 INGHAM ROAD, NEW SMYRNA BEACH

ANALYSIS OF THE COMPARABLE LAND SALES/LISTINGS

Percentage adjustments to the comparable sales/listings have been made to reflect the differing characteristics. These adjustments are not supported by an exact quantitative analysis, but were based on what we believe would be the market's perception of the inferior, or superior qualities of the comparables as they relate to the subject. After listing and analyzing the comparable sales/listings, the appraisers logically interpolated these transactions into a value estimate for the subject based upon the pertinent factors highlighted in the ensuing discussion.

The comparables represent land sales/listings that are all zoned for residential use and are located in New Smyrna Beach.

Comparable No. 1 sold in July, 2023 for $600,000 or $58,423 per acre. This is a 10.27 acre tract of land located on Halleck Street. We adjusted this comparable downward for its superior location, superior accessability, smaller size, availability of utilities and superior zoning. An upward adjustment was made for it inferior topography.

Comparable No. 2 is a current listing of 24.7 acres located on the south side of Paige Avenue just south of SR 44. The subject represents a portion of this listing. This property is currently listed for $1,250,000 or $50,607 per acre. No other adjustments were made to this comparable.

Comparable No. 3 is a 5.75 acre tract of land located on Alberta Street. This site sold in February 2023 for $299,000 or $52,157 per acre. This comparable was adjusted downward for its superior accessability, smaller size, superior topography and flood zone rating. A small upward adjustment was made for is inferior shape.

Comparable No. 4 is a current listing of 8.2 acres located on Ingham Road. This property is currently listed for $699,000 or $85,244 per acre. This comparable was adjusted downward because it is a listing, and we have found listings of small acreage, residential parcels very seldom sell at list price. We also adjusted this comparable downward for its superior location, accessability, smaller size, availability of utilities and, superior flood zone rating. We made upward adjustments this comparable upward for its inferior topography and zoning.

The four comparables indicated a range in selling/listing price from $50,607 to $85,244 per acre. After adjustments, the comparables provided a range of value from $29,208 to $43,474 per acre. The adjusted mean value was $36,666 per acre.

The four comparables have been considered equally, more or less, in this analysis. Based on the above information, we consider an estimate of $36,500 per acre of land area to be reasonable and appropriate. Calculations are provided below.

20.20± Acres @ $36,500 Per Acre = $737,300

R/T = $737,000

VALUE INDICATED BY DIRECT SALES COMPARISON APPROACH

SEVEN HUNDRED THIRTY- SEVEN THOUSAND DOLLARS

($737,000)

FINAL OPINION OF VALUE

As discussed in the Appraisal Process, only the Direct Sales Comparison Approach was processed; therefore, the final reconciliation is limited to this approach. There were an adequate number of comparable sales that indicated a reasonable final estimate of Market Value by judging the quantity and quality of the data.

Thus, after considering all of the above information, it is our opinion the estimated Market Value of the subject site **"As Is"**, as of April 30, 2025, was:

ESTIMATED "AS IS" MARKET VALUE

SEVEN HUNDRED THIRTY- SEVEN THOUSAND DOLLARS

($737,000)

ADDENDA

ENGAGEMENT LETTER
VOLUSIA COUNTY PROPERTY APPRAISER'S RECORD CARDS
LATEST DEED DATED NOVEMBER 14, 2021
R-4, VOLUSIA COUNTY URBAN SINGLE FAMILY RESIDENTIAL ZONING ORDINANCE
R-C, VOLUSIA COUNTY RESOURCE CORRIDOR ZONING ORDINANCE
CURRENT LISTING OF SUBJECT PROPERTY (AS PART OF A LARGER TRACT OF LAND)
NATIONAL WETLAND INVENTORY MAP CLASSIFICATION - SUBJECT PROPERTY
NEIGHBORHOOD MAP
QUALIFICATIONS OF THE APPRAISERS

Marty Concannon

From: Neibert, Ronald <RNeibert@cityofnsb.com>
Sent: Wednesday, April 2, 2025 9:11 AM
To: Marty Concannon
Subject: FW: Appraisals

From: Neibert, Ronald
Sent: Wednesday, April 2, 2025 8:38 AM
To: Marty Concannon <marty@heffingtonandassociates.com>
Subject: Appraisals

Marty:

Please conduct an appraisal of the following properties:

7343-0600-0880; 7343-0600-0881&7324-1205-0010

Thanks,

Ron Neibert
Assistant City Manager
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32168
Office (386) 410-2612
rneibert@cityofnsb.com
www.cityofnsb.com

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** Please consider the negative environmental impacts associated with printing email **

VISIT OUR WEBSITE FOR MORE INFORMATION ABOUT THE CITY OF NEW SMYRNA BEACH FLORIDA
www.cityofnsb.com

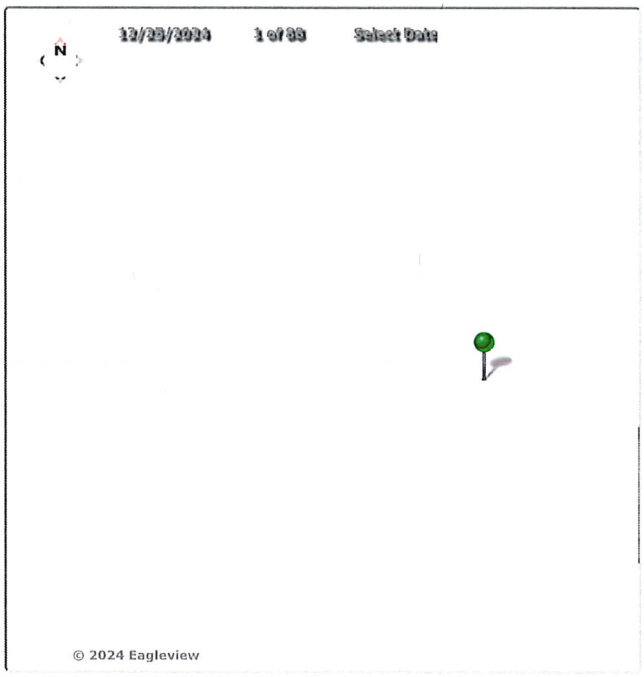
Stay on top of sales! Recent sales data now available for viewing on our website.

Volusia County Property Appraiser
Larry Bartlett, JD, CFA
We Value Volusia

Select Language

Summary | Tax Estimate | Permits | Map | Pictometry | Print

Alternate Key:	3732791
Parcel ID:	734306000880
Township-Range-Section:	17 - 33 - 43
Subdivision-Block-Lot:	06 - 00 - 0880
Physical Address:	, NEW SMYRNA BEACH 32168
Owner(s):	BLOSSOM DEVELOPMENT INC - FS - Fee Simple - 100%
Mailing Address On File:	1215 GESSNER DR HOUSTON TX 77055 *Update Mailing Address*
Building Count:	0
Neighborhood:	4458 - NAPIER & HULL MB 2 PG 42 *Neighborhood Sales*
Subdivision Name:	NAPIER & HULL GRANT
Property Use:	0000 - VACANT RES
Tax District:	600-UNINCORPORATED - SOUTHEAST
2024 Final Millage Rate:	17.6036
Homestead Property:	No - *Apply for Homestead Online*
Agriculture Classification:	No - *Additional Information*
Short Description:	LOT 88 E OF DITCH & LOT 89 NAPIER & HULL GRANT PER OR 4797 P GS 1911-1912



Values & Exemptions

Land & Buildings | Sales | Legal

Property Tax Bill

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0013-VAC PVD 15 - 19.99 AC	N	A-ACRE		15.2000				15,000	$159,600
									Total Land Value:	$159,600

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value
				Total Miscellaneous Value:		$0

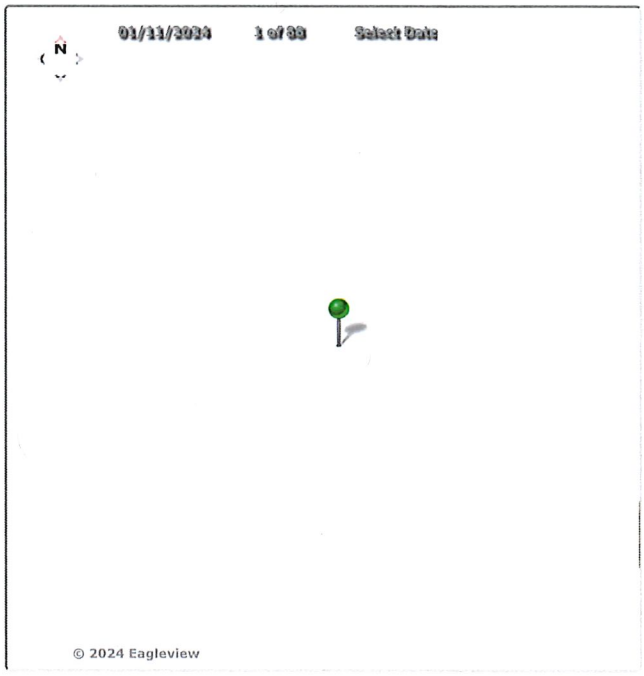
Stay on top of sales! Recent sales data now available for viewing on our website.

Volusia County Property Appraiser
Larry Bartlett, JD, CFA
We Value Volusia

Select Language

Summary | Tax Estimate | Permits | Map | Pictometry | Print

Alternate Key:	3732804
Parcel ID:	734306000881
Township-Range-Section:	17 - 33 - 43
Subdivision-Block-Lot:	06 - 00 - 0881
Physical Address:	, NEW SMYRNA BEACH 32168
Owner(s):	BLOSSOM DEVELOPMENT INC - FS - Fee Simple - 100%
Mailing Address On File:	1215 GESSNER DR HOUSTON TX 77055 *Update Mailing Address*
Building Count:	0
Neighborhood:	4458 - NAPIER & HULL MB 2 PG 42 *Neighborhood Sales*
Subdivision Name:	NAPIER & HULL GRANT
Property Use:	0000 - VACANT RES
Tax District:	600-UNINCORPORATED - SOUTHEAST
2024 Final Millage Rate:	17.6036
Homestead Property:	No - *Apply for Homestead Online*
Agriculture Classification:	No - *Additional Information*
Short Description:	LOT 88 W OF DRAINAGE DITCH NAPIER & HULL GRANT PER OR 4797 P GS 1911-1912



Values & Exemptions

Land & Buildings | Sales | Legal

Property Tax Bill

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0017-VAC UNPVD 5 - 9.99 AC	N	A-ACRE		5.0000				32,000	$80,000
									Total Land Value:	$80,000

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value

12/31/2001 16:19
Doc stamps 1365.00
(Transfer Amt $ 195000)
Instrument # 2001-281206
Book: 4797
Page: 1911

Return to:
Name:
Address:

This Instrument Prepared:
Regina M. Shover
Southern Title of Central Florida, LLC.
1000 S. RIDGEWOOD AVENUE
EDGEWATER, Florida 32132
as a necessary incident to the fulfillment of conditions contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s):
7343-06-00-0880
Grantee(s) S.S.#(s):
File No:**EW011572**

SOUTHERN TITLE

WARRANTY DEED

This Warranty Deed Made the **14th day of November, 2001**, by **LOLA FAYE JONES, INDIVIDUALLY, AND AS TRUSTEE OF THE LOLA FAYE JONES REVOCABLE TRUST OF 1991 DATED MAY 21, 1991 AND JUDY FAYE JONES, INDIVIDUALLY, AND AS TRUSTEE OF THE JUDY FAYE JONES REVOCABLE TRUST OF 1991 DATED MAY 21, 1991**, , , hereinafter called the grantor, whose post office address is: P.O. BOX 1044, NEW SMYRNA BEACH, **FLORIDA, 32170**

to **BLOSSOM DEVELOPMENT, INC. A TEXAS CORPORATION**, whose post office address is: **3033 CHIMNEY ROCK SUITE 400, HOUSTON, Texas 77056**, hereinafter called the grantee,

WITNESSETH: That said grantor, for and in consideration of the sum of $10.00 Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Volusia County, Florida, viz:

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

The property is not the homestead of the Grantor(s).
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 accruing subsequent to, reservations, restrictions and easements of record, if any.
(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)
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:

Witness Signature: _____ Lola Faye Jones
Printed Name: REGINA M. SHOVER — LOLA FAYE JONES AS TRUSTEE

Witness Signature: _____
Printed Name: PATRICIA M. STOWE — JUDY FAYE JONES, AS TRUSTEE

Witness Signature: _____
Printed Name:

Witness Signature: _____
Printed Name:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th day of NOVEMBER, 2001, by **LOLA FAYE JONES, INDIVIDUALLY, AND AS TRUSTEE OF THE LOLA FAYE JONES REVOCABLE TRUST OF 1991 DATED MAY 21, 1991 AND JUDY FAYE JONES, INDIVIDUALLY, AND AS TRUSTEE OF THE JUDY FAYE JONES REVOCABLE TRUST OF 1991 DATED MAY 21, 1991**, ~~who is/are~~ personally known to me or who has/have produced driver license(s) as identification.

My Commission Expires:

Regina M Shover
My Commission CC888511
Expires March 11, 2005

Printed Name: REGINA M. SHOVER
Notary Public
Serial Number

Book: 4797
Page: 1912
Diane M. Matousek
Volusia County, Clerk of Court

EXHIBIT "A"

PART OF LOT 88 LYING EASTERLY OF CENTER LINE OF EXISTING DRAINAGE DITCH, CONTAINING 6 ACRES MORE OR LESS, AND LOT 89, DAUGHERTY'S SUBDIVISION OF THE THOMAS NAPIER GRANT AND THE N. 1/3 OF THE AMBROSE HULL GRANT, IN TOWNSHIP 17 S., RANGE 33 E., ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK M, PAGE 688, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THAT PART OF LOT 88 LYING WESTERLY OF THE CENTER LINE OF EXISTING DRAINAGE DITCH, ALL BEING IN DAUGHERTY'S SUBDIVISION OF THE THOMAS NAPIER GRANT AND THE N. 1/3 OF THE AMBROSE HULL GRANT, IN TOWNSHIP 17 SOUTH, RANGE 33 EAST, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK M, PAGE 688, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

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-based business (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 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.

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.

(Ord. No. 81-39, § XII, 11-19-81; Ord. No. 82-20, § XIII, 12-9-82; Ord. No. 84-1, §§ III, VII, X, XII, 3-8-84; Ord. No. 85-2, § I, 3-14-85; Ord. No. 89-20, §§ VI, VII, 6-20-89; Ord. No. 90-34, § 17, 9-27-90; Ord. No. 92-6, § XIX, 6-4-92; Ord. No. 94-4, § XXI, 5-5-94; Ord. No. 97-19, § II, 8-7-97; Ord. No. 98-25, § VII, 12-17-98; Ord. No. 2004-20, § V, 12-16-04; Ord. No. 2009-17, § III, 5-21-09; 2021-14, § II, 7-20-21; Ord. No. 2021-34, § I(Exh. A), 12-14-21; Ord. No. 2023-04, § III, 2-21-23)

R-5 URBAN SINGLE

RC RESOURCE CORRIDOR CLASSIFICATION [6]

Purpose and intent: The purpose and intent of the RC Resource Corridor Classification is to provide protected, natural corridors consisting of environmentally sensitive and ecologically significant lands which connect to other protected areas such as parks and water bodies. The corridor shall provide a contiguous hydroecological pathway, where the wetlands and uplands are integrated and conducive to the maintenance and perpetuation of the system.

Permitted principal uses and structures: In the RC Resource Corridor Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

Apiaries; provided, however, that the RC classified area does not comprise part of a lot classified for residential, commercial or industrial use.

Aquatic preserves (state or federal designated).

Aviaries; provided, however, that the RC classified area does not comprise part of a lot classified for residential, commercial or industrial use.

Docks in accordance with section 72-278.

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 3 of the Land Development Code of Volusia County [article III] and/or final plan review procedures of this article.

Fire stations.

Fishing, hunting and wildlife management areas.

Historical or archeological sites.

Hobby breeder.

Home-based business (refer to section 72-283).

Pasture for the grazing, boarding or raising of livestock, subject to the maximum lot coverage requirements below.

Publicly owned parks and recreational areas.

Publicly owned or regulated water supply wells.

Silvicultural operations, which follow the most up to date state-prescribed best management practices.

Single-family standard, modular or mobile home dwelling.

Worm raising, provided, however, that the RC classified area does not comprise part of a lot classified for residential, commercial or industrial use.

Permitted special exceptions: Additional regulations/requirements governing permitted special exceptions are located in sections 72-293 and 72-415 of this article.

Animal shelters.

Communication towers exceeding 70 feet in height above ground level.

Dogs and cats boarded as personal pets exceeding the number permitted in subsection 72-306(a).

Except for those permitted principal uses and special exceptions listed hereunder, all agricultural pursuits, including the processing, packaging, storage and sale of agriculture products which are raised on the premises; provided however, that the total land area devoted to agricultural uses, including improved pasture, does not exceed 20 percent of the total lot area zoned RC and further provided that the RC classified area does not comprise part of a lot classified for residential commercial or industrial use.

Hunting camps.

Kennels.

Public uses not listed as a permitted principal use.

Public utility uses and structures (refer to section 72-293(1)).

Riding stables.

Dimensional requirements for lots, parcels and tracts of land zoned in its entirety as resource corridor.

Minimum lot sizes:

Area: 25 acres.

Width: 150 feet.

Minimum yard size:

Front yard: 50 feet.

Rear yard: 50 feet.

Side yard: 50 feet.

Waterfront yard: 75 feet.

Maximum building height: 45 feet.

Maximum lot clearance and coverage: Lot clearance can not exceed 20 percent. The area covered with principal and accessory buildings shall not exceed ten percent.

Minimum floor area: 750 square feet.

Dimensional requirements for lots, parcels or other tracts of land which are zoned a mixture of RC and another zone classification: In instances where Resource Corridor boundaries split existing lots parcels or tracts of land, the subject property may be subdivided into lots meeting the minimum lot area and width requirements of the zoning classification of the property not classified as Resource Corridor, providing that Resource Corridor classified lands are not counted as meeting part of the minimum lot area or lot width requirements of the other zone classification. In such instances, there shall be no minimum area or width requirements for the portion of the lot classified as RC. Development of lots classified as a mixture of RC and another zone classification shall be subject to the provisions of subsection 72-136(10) of this article.

Minimum lot size:

Area: No minimum for the portion of the lot classified as RC, providing that the minimum area requirement for the portion of the lot classified other than RC is met.

Width: No minimum for the portion of the lot classified as RC, providing that the minimum with requirement for the portion of the lot classified other than RC is met.

Minimum yard sizes: As provided for under subsection 72-136(10) of this article.

Maximum building height: 45 feet.

Maximum lot coverage: Lot clearance on the portion of the lot classified as RC cannot exceed 20 percent, and no more than ten percent of the portion of the lot classified as RC may be covered with

principal and accessory buildings. The portion of the lot classified other than RC shall be subject to the maximum lot coverage requirements of that zone classification.

Minimum floor area: As required for the portion of the lot not classified as RC.

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.

Skirting requirements for mobile home dwelling: The area between the ground and floor of the mobile home dwelling shall be enclosed with skirting.

(Ord. No. 92-6, § X, 6-4-92; Ord. No. 94-4, § XII, 5-5-94; Ord. No. 97-19, § II, 8-7-97; Ord. No. 98-25, § VII, 12-17-98; Ord. No. 2004-20, § V, 12-16-04; Ord. No. 2009-17, § III, 5-21-09; Ord. No. 2010-19, § II, 12-16-10; Ord. No. 2021-34, § I(Exh. A), 12-14-21; Ord. No. 2023-04, § III, 2-21-23)

Presenting:

2000 Paige Ave
Paige Ave 24.5 Acre Site

New Smyrna Beach, FL 32168



Land of 24.50 AC is for sale at $1,250,000 ($51,020.41/AC)

Investment Information

2000 Paige Ave - Paige Ave 24.5 Acre Site

New Smyrna Beach, FL 32168

Land of 24.50 AC is for sale at $1,250,000 ($51,020.41/AC)



For Sale Data

Sale Price:	**$1,250,000**
Price/AC	**$51,020.41**
Cap Rate:	**-**
Days on Market:	**416**
Sale Status:	**Active**
Sale Conditions:	**-**
Sale Type:	**Investment**

Sales Contacts

SVN | Alliance Commercial Real Estate Advisors
1275 W Granada Blvd
Suite 5B
Ormond Beach, FL 32176
(386) 310-7900

Chris Butera
Principal
(386) 453-4789 *phone*
(386) 677-7745 *fax*

Notes

Offered for sale is a 24.5+/- acre development site located in desirable New Smyrna Beach, FL. Ideally located just south of the New Smyrna Beach Regional Center (Publix anchored) on SR 44. The site can be accessed off Paige Avenue from the west and Mission Drive, via Vics Way, from the east. This central location allows quick access to I-95 as well as downtown NSB, Flagler Avenue and the beach.

This property would be ideal for an infill residential project, which are in high demand in New Smyrna Beach. The existing zoning is (R-4) in Volusia County and most likely a rezoning would be necessary. Contact broker for more details.

© 2025 CoStar Group - Licensed to Heffington and Associates, Appraisers and Realtors - 983104.

Property Information

2000 Paige Ave - Paige Ave 24.5 Acre Site

New Smyrna Beach, FL 32168

Land of 24.50 AC is for sale at $1,250,000 ($51,020.41/AC)



Land Information

Parcel Size:	**24.50 AC**	Proposed Use:	**Single Family Development**
Zoning:	**R-4**	On-Site Improv:	**Raw land**
Density:	**-**	Owner Type:	**-**
Number Of Lots:	**-**	Lot Dimensions:	**-**
Improvements:	**-**		
Topography:	**Level**		
Off-Site Improv:	**Streets**		

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NATIONAL WETLAND INVENTORY MAP CLASSIFICATION - SUBJECT PROPERTY

Classification Code: PFO1CD

System Palustrine (P): The Palustrine System includes all nontidal wetlands dominated by trees, shrubs, persistent emergents, emergent mosses or lichens, and all such wetlands that occur in tidal areas where salinity due to ocean-derived salts is below 0.5 ppt. It also includes wetlands lacking such vegetation, but with all of the following four characteristics: (1) area less than 8 ha (20 acres); (2) active wave-formed or bedrock shoreline features lacking; (3) water depth in the deepest part of basin less than 2.5 m (8.2 ft) at low water; and (4) salinity due to ocean-derived salts less than 0.5 ppt.

Class Forested (FO) : Characterized by woody vegetation that is 6 m tall or taller. Subclass Broad-Leaved Deciduous (1): Woody angiosperms (trees or shrubs) with relatively wide, flat leaves that are shed during the cold or dry season; e.g., black ash (Fraxinus nigra). Water Regime Seasonally Flooded (C): Surface water is present for extended periods especially early in the growing season, but is absent by the end of the growing season in most years. The water table after flooding ceases is variable, extending from saturated to the surface to a water table well below the ground surface.

Special Modifier Partially Drained/Ditched (d): A partly drained wetland has been altered hydrologically, but soil moisture is still sufficient to support hydrophytes. Drained areas that can no longer support hydrophytes are not considered wetland. This Modifier is also used to identify wetlands containing, or connected to, ditches. The Partly Drained/Ditched Modifier can be applied even if the ditches are too small to delineate. The Excavated Modifier should be used to identify ditches that are large enough to delineate as separate features; however, the Partly Drained/Ditched Modifier also should be applied to the wetland area affected by the ditching.

NEIGHBORHOOD MAP



QUALIFICATIONS OF THE APPRAISER

MARTIN CONCANNON
INDIAN RIVER APPRAISAL SERVICES, INC.
1114 N. PENINSULA AVENUE
NEW SMYRNA BEACH, FL. 32169
Email: marty@heffingtonandassociates.co

BUSINESS AND PROFESSIONAL AFFILIATIONS

Active Florida Real Estate Salesman License #0130821-4628
Certified General Appraiser License #RZ907

EDUCATION

University of Florida, Bachelor of Science Degree, Real Estate and Urban Land Studies, 1975
American Institute of Real Estate Appraisers
Course 8-2: Residential Valuation
Course 1A: Principles, Methods, Techniques of Appraising
Course 1B: Capitalization, Theory and Techniques of Appraising

APPRAISAL EXPERIENCE

Associated with Heffington & Associates, 1983 to Present
Security First Federal Savings and Loan, January 1976 to 1983
Completed appraisals on industrial properties, apartments, professional offices, medical offices, small and large acreage tracts of land, retail properties, mobile home parks etc.

COURT QUALIFICATIONS

Qualified as expert witness for Real Estate Valuation
Provided testimony in court hearings for dissolution of marriage, deficiency judgments, etc.

PARTIAL LIST OF CLIENTS

BB&T
Fairwinds Credit Union
Regions Bank
TD Bank
City of Daytona Beach
City of New Smyrna Beach
City of South Daytona
City of Edgewater
City of Deltona
County of Volusia
Daytona Beach International Airport
South State Bank N.A.
Farm Credit of Florida
Halifax Health
Seacoast Bank
Intracoastal Bank
City of DeLand
City of Ormond Beach
City of Port Orange
Ameris Bank
Surety Bank
Mainstreet Bank

QUALIFICATIONS OF THE APPRAISER

R. TODD HEFFINGTON, MAI
911 BEVILLE ROAD, STE. 8
DAYTONA BEACH, FL 32119
Email: todd@heffingtonandassociates.com

BUSINESS AND PROFESSIONAL AFFILIATIONS

Member, Appraisal Institute
State Certified General Real Estate Appraiser - State of Florida, License RZ2368
Florida Real Estate Salesman, License SL 0589200
Member DeLand-West Volusia Board of Realtors

EDUCATION

B.S. Degree Real Estate, University of Florida, 1992
Master of the Arts Degree in Real Estate, University of Florida, 1994
Numerous continuing education courses and seminars

APPRAISAL EXPERIENCE

Clayton, Roper, and Marshall, May 1993 through August 1993
Heffington & Associates, September 1, 1993 to Present

Completed appraisals on Single-family Residences, Vacant Residential Land, Agricultural Land, Producing Agricultural Properties, Vacant Commercial Properties, Apartment Developments, Industrial Properties, Golf Courses, Office Buildings, Condemnation Appraisals

COURT QUALIFICATIONS

Qualified as expert witness for Real Estate Valuation
Provided testimony in court hearings for condemnation, deficiency judgments, etc.

PARTIAL LIST OF CLIENTS

Surety Bank
Fairwinds Credit Union
Intracoastal bank
Ameris Bank
Barwick Bank
City of New Smyrna Beach
City of South Daytona
County Volusia
School Board of Volusia County
Florida Department of Transportation
South State Bank N.A.
Farm Credit of Florida
Mainstreet Community Bank
Seacoast Bank
City of Daytona Beach
City of DeLand
City of Ormond Beach
City of Port Orange
Daytona Beach International Airport
Halifax Health

PURHASE AND SALE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____ 2025, between Blossom Development Inc. who mailing address is 1215 Gessner Drive Houston, TX 77055 ("Seller"), and **CITY OF NEW SMRYNA BEACH**, whose address is 210 Sams Avenue, New Smyrna Beach, FL, 32168, ("Buyer").

RECITALS

A. The addresses and telephone numbers of the parties to this Agreement are as follows:

SELLER

Blossom Development Inc.
1215 Gessner Drive
Houston, TX 77055
(386)410-2951

:

BUYER:

City Manager
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168
(386)410-2610

With a copy to:

Carrie Avallone, City Attorney
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168
Telephone: (386) 410-2600
Email: cavallone@cityofnsb.com

B. Buyer acknowledges and agrees that Seller has a binding Option Agreement on that certain real property in Volusia County, Florida, which property is more particularly described in Exhibit "A" attached hereto and incorporation herein by this reference (hereinafter referred to as the "Property") and is not presently the owner of the Property. The Property includes any and all improvements, fixtures, timber, water and minerals located thereon, and any and all appurtenant rights, including but not limited to, riparian rights, timber rights access rights and mineral rights.

C. Seller wishes to sell the Property to Buyer and Buyer wishes to purchase the property from Seller on the terms and conditions set forth in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. **Purchase and Sale**. In consideration of an earnest money deposit by Buyer to Seller in the amount of One Hundred Dollars and 00/100 ($100.00) (the "Deposit") and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and Buyer agrees to buy the Property on the terms and conditions set forth in this Agreement. The Deposit paid above shall be credit toward the Purchase Price (as defined below). Seller shall return the Deposit to Buyer if the sale of the Property is not completed under this Agreement because of Seller's failure, refusal or inability to perform any of Seller's obligations under this Agreement.

2. **Inspection Period**. The period of time from the effective date of this Agreement through 20th day of July 2025 shall constitute Buyer's inspection period (the "Inspection Period"). During the Inspection Period, Buyer, through its employees, agents and contractors may enter upon the Property for the purpose of making any inspections and investigations, as Buyer deems appropriate in order to assess the condition of the Property. During the Inspection Period, Buyer may, in its sole discretion, terminate this Agreement by delivering written notice to Seller, prior to the end of the Inspection Period if it deems the survey, status of title, or physical or environmental condition to be unacceptable to Buyer.

3. **Purchase Terms**.

a. Price. The purchase price for the Property shall be Nine Hundred four thousand eight-hundred sixty dollars and 00/100 ($904,860.00) (the "Purchase Price") minus any offset applied to surveys and/or environmental inspection completed by buyer.

b. Method of Payment. The Purchase Price shall be paid at closing by cashier's or bank check or by wire transfer of immediately available funds, subject to credits, prorations and adjustments as provided in this Agreement.

4. **Closing**. In the event Buyer does not terminate this Agreement as permitted herein, the Closing shall take place on or before Sept. 1, 2025 at a time and place mutually agreeable to the parties. The closing agent shall be Professional title Agency 313 Julia Street, New Smyrna Beach, FL 32168.

The parties may arrange to close by mail.

Seller shall deliver to Buyer at closing the following documents prepared by Seller's counsel:

a. a special warranty deed to the Property meeting the requirements as to title of Section 6 below, together with a bill of sale for the personal property appurtenant to the Property, if any, and;

b. an owner's affidavit attesting to the absence of mechanic's or materialmen's liens, boundary line disputes, proceedings involving Seller which might affect title to the Property, or parties in possession other than the Seller and such lessees or licensees as may be in possession pursuant to ground leases or licenses and meeting the requirements of Section 6, below, and;

c. such other instruments and documents as Buyer's counsel may reasonably request for the purpose of confirming proper and lawful execution and delivery of closing

documents and conveyance of the Property to Buyer in accordance with this Agreement, and any of the requirements of the title insurer, including, without limitation, assignments of surviving leases and contracts affecting the Property.

d. closing statement

Possession of the Property shall pass to Buyer at time of closing.

5. **Closing Expenses and Prorations**:

a. Buyer's expenses:

i. Buyer's attorney's fees;

ii. If Buyer obtains financing for this transaction, including financing by the Seller, Buyer shall pay any documentary or other taxes which may be payable on the promissory note, the mortgage or deed of trust, and the recording costs of UCC statements and other security instruments, if any.

b. Seller's expenses:

i. the cost of title examination, preparation of the title insurance commitment, the owner's title insurance premium, and all other costs associated with the preparation and delivery of the owner's title insurance policy, including the costs or fees of the title insurance agency or attorney;

ii. transfer or documentary taxes, if any, on the deed of conveyance;

iii. recording fees, and the cost of preparing all documents necessary to satisfy the requirements of the title insurance commitment or remove encumbrances on Seller's title;

iv. buyer will coordinate the boundary survey and will deduct the cost expended from the total cost owed at the time of closing;

buyer will coordinate the boundary survey and will deduct the cost expended from the total cost owed at the time of closing;

v. Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of closing, based upon the current assessment and millage rates on the Property.

c. All other expenses, including, without limitation, attorneys' fees, shall be paid by the party incurring the same.

6. **Condition of Title**.

a. Within five (5) days of the effective date of this Agreement, Seller shall provide Buyer a commitment for an ALTA Owner's Title Insurance Policy insuring the marketable title of

the Property from Blossom Development Inc.. in the amount of the Purchase Price. At closing, the premium for the title insurance policy shall be paid by Seller.

b. Buyer may object to any matter of title that, in the opinion of Buyer, would constitute a title defect or render title unmarketable or uninsurable. Such objections to title shall be specified in writing and deliver to Seller with ten (10) days from the date of receipt of the title commitment by Buyer.

c. In the event Buyer timely notifies Seller of objections to title, Seller may attempt to cure, but is not obligated to cure such title defects within thirty (30) days from receipt of notice.

d. If after Seller is unable or unwilling to make title to the Property such as is required by Buyer by the closing date, then Buyer shall have the right to:

i. terminate this Agreement, in which case all monies paid by Buyer in accordance with this Agreement shall be returned immediately to Buyer and the parties shall be relieved of any further obligations hereunder;

ii. extend the closing date for up to thirty (30) days to allow Seller additional time to make title to the Property such as is required by the terms of this Agreement; or

iii. elect to accept title to the Property in its existing condition.

7. **Buyer's Right of Entry and Survey**. Seller shall provide to Buyer a current certified boundary survey performed by a registered Florida land surveyor in form acceptable to Buyer. The plat of the survey shall show the boundaries of, and state the acreage of the Property, rounded to the nearest one-hundredth (1/100) of an acre. The legal description in Exhibit "A" shall be changed, if necessary, to conform to the survey and to the requirements of the title commitment. If an accurate boundary survey by Seller' surveyor discloses any state of facts which materially or adversely affect the insurability of marketability of the title to the Property, same shall be treated in the same manner as a title defect under Section 6 above.

8. **Hazardous Materials and Audit Remediation.** Buyer, at its sole cost and expense, may obtain a Phase I Environmental Site Assessment ("ESA") performed in accordance with the requirements set forth in ASTME 1527-05. Additionally, in the State of Florida, if an ESA gives an opinion regarding geology, the report may, at the discretion of Buyer, be signed by a Professional Geologist or Professional Engineer qualified in geology obtained by Buyer. In the event that the Phase 1 Audit final report states that there is more than a low probability that Recognized Environmental Conditions are present on or beneath the surface of the Property, or further investigation are necessary to determine whether Recognized Environmental Conditions are present ("Unsatisfactory Report"), Buyer may elect to terminate this Agreement by giving notice as required herein, in which event the Seller agrees to return to Buyer the Deposit, and thereafter the parties shall have no further obligations under this Agreement.

Notwithstanding the foregoing, such notice of termination may be suspended by Buyer if Seller gives notice with ten (10) days of receipt of Buyer's notice of termination, that Seller agrees to promptly carry out, at Seller's sole expense, and with contractors selected or approved by Buyer, all further investigations and remediation of the Property as is necessary to make the Property acceptable to Buyer within a time period acceptable to Buyer. If Seller elects to carry out such further investigation or remediation, the inspection period shall be

automatically extended until fifteen (15) days following Buyer's receipt of information from contractors that is satisfactory to Buyer, or letters of "no further action required" from the applicable regulatory agencies, indicating that either there is no more than a low probability that Recognized Environmental Conditions are present on or beneath the surface of the Property, or that the Property has been remediated to Buyer's satisfaction and complies with all governmental regulations.

9. **Representations and Warranties of Seller**. The Property will be conveyed by Seller to Buyer "AS IS". Seller represents and warrants to Buyer that Seller shall have good and marketable fee simple title to the Property by the time of closing. Seller has full power and authority to enter into this Agreement and to convey title to the Property in accordance with this Agreement. No one other than Seller will be in possession of, nor have any right of possession of, any portion of the Property at the time of conveyance to Buyer. If, before the conveyance to Buyer, Seller discovers any information or facts that would materially change the foregoing warranties and representations, Seller shall immediately give notice to Buyer of those facts and information. If the facts which cause any warranty or representation to be inaccurate are not remedied before the date of conveyance to Buyer, Buyer may elect to either:

a. terminate this Agreement, in which case Buyer shall have no obligation to accept title to the Property, or

b. defer the closing date for a period of up to Thirty (30) days to permit Seller to remedy the problem.

10. **Seller's Promise to Remove Personal Property**. Prior to closing Seller promises to remove or cause to be removed from the Property, at Seller's sole cost and expense, any and all personal property and/or trash, rubbish or any other unsightly or offensive materials thereon, including, but not limited to, any tanks and hazardous substance in tanks, barrels, equipment, pipelines or other containers on the Property, provided that the cost of such removal does not exceed $1,000.

11. **Notices**. All notices pertaining to this Agreement shall be in writing delivered to the parties hereto by hand, email, first class mail, or courier service, in accordance with the information set forth in Recital "A."

12. **Binding on Successors**. This Agreement shall be binding not only upon the parties but also upon their respective heirs, personal representatives, assigns and other successors in interest.

13. **Remedies upon Default**. In the event that Seller defaults in the performance of any of Seller's obligations under this Agreement, Seller shall pay to Buyer the sum of One Thousand and 00/100 Dollars ($1,000.00) as full liquidated damages for Seller's default. In the event that Buyer defaults in the performance of any of Buyer's obligations under this Agreement, Buyer shall pay to Seller the sum of One Thousand and 00/100 Dollars ($1,000.00) as full liquidated damages for Buyer's default.

14. **Entire Agreement/Modification**. This Agreement shall not be modified or amended except by an instrument in writing, signed by or on behalf of both parties.

15. **Counterparts**. The Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall be deemed an original and which, together, shall constitute one and the same agreement.

16. **Effective Date**. As used herein, the terms "date of this Agreement," "date hereof," and "effective date of this Agreement" shall mean the date on which the last of the parties signs this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and sealed by its duly authorized signatory(ies) on he dates set forth below.

SEE FOLLOWING PAGES FOR SIGNATURES

SELLER:

Witness DOREEN HILL

By: Dan Silvestri, President

ATTEST:

Dan Silvestri, Secretary

Witness JENNIFER SAUCEDO

Date: _____

BUYER: CITY OF NEW SMYRNA BEACH

_____
Witness

By: _____
Name: Kevin A. Cowper
Title: City Manager

_____
Witness

Date: _____

Approved as to form and legality

BY: _____

EXHIBIT "A'
LEGAL DESCRIPTION

Parcel ID Number: 734306000880

LOT 88 E OF DITCH & LOT 89 NAPIER & HULL GRANT PER OR 4797 P
GS 1911-1912

AND

Parcel ID Number: 734306000881

LOT 88 W OF DRAINAGE DITCH NAPIER & HULL GRANT PER OR 4797 P
GS 1911-1912

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

CONSIDER THE APPROVAL OF A REAL ESTATE PURCHASE AGREEMENT FOR A TURNBULL CREEK CONSERVATION PROPERTY OWNED BY FESTIVAL PROPERTIES.

July 8, 2025

Background:

As part of the Turnbull Creek Master Plan and in an effort to meet the objectives of the 2018 $15 million Bond Referendum to acquire conservation properties within the Turnbull Creek Study area, Staff has negotiated and is presenting the attached Purchase Agreement for consideration. The proposed property is owned by Festival Properties and is located on the south side of Paige Avenue west of Mission Drive behind the NSB Regional Shopping Center. The property is comprised of a total of 4.5 acres. Festival Properties is requesting a purchase price of $195,400.00 The City had 2 appraisals completed on the property. The first was from Heffington Appraisal of Daytona Beach whose total appraisal is $205,000. The second appraisal was provided by Ronald Crouse of Edgewater, Florida whose total appraised value is $247,000.00. The average of the two appraisals is $226,000.00.

This contract is connected to the sale of the Blossom Development Agreement with a total purchase of $1,100,000.00 and a combined average appraisal of $1,063,500.00

Staff recommends approval of this agreement.

Fiscal Analysis:

Property will be purchased with Turnbull Bond proceeds.

Strategic Plan Item:

Yes

Staff Report Created By: Ron Neibert - Assistant City Manager

Attachments:

Festival 4.5 acres Vics Way.pdf
Appraisal Report-4.5 Acres SS of Paige Ave, New Smyrna Beach.pdf
Festival Agreement.pdf

RESTRICTED APPRAISAL REPORT

4.5 ACRES VACANT LAND

TAX PARCEL # 7324-12-05-0010
LOCATED ON VICS WAY

NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA 32168

PREPARED FOR

RON NEIBERT

ASSISTANT CITY MANAGER

CITY OF NEW SMYRNA BEACH

210 SAMS AVENUE

NEW SMYRNA BEACH, FL 32168

DATE OF INSPECTION – APRIL 18, 2025

DATE OF VALUE – APRIL 18, 2025

DATE OF REPORT – MAY 02, 2025

PREPARED BY

RONALD S. CROUSE, ASA, CRA, IFAS

STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER RZ670

POMEROY PA APPRAISAL ASSOCIATES OF FLORIDA, INC.
Real Estate Appraisers — Consultants
600 N. RIDGEWOOD AVE., SUITE A, EDGEWATER, FL 32132 • TEL. 386-423-5110 • FAX 386-423-3066

May 02, 2025

Ron Neibert
Assistant City Manager
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32168

Re: Restricted Appraisal Report of land Parcel # 7324-12-05-0010
Properties located on Vics Way, Volusia County FL 32168.
PAA File # 225.06

Dear Mr. Neibert:

In accordance with your request, I submit to you this Restricted Appraisal Report. The purpose of the appraisal is to estimate the market value "As Is" of the above-cited property.

This letter of transmittal is followed by the certification of the appraisal and the narrative appraisal report. Any data not contained in the report is retained in our file memorandum.

Particular attention is directed to the Underlying Assumptions and Limiting Conditions section of this report.

Summary of Value

Estimated "As Is" Value of Subject Property - **$247,000**

(As Vacant Land Only)

Thank you for the privilege of serving you.

Sincerely,

Ronald S. Crouse, ASA, CRA, IFAS
State-certified general real estate appraiser RZ670

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1) The statements of fact contained in this report are true and correct.

2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, unbiased professional analyses, opinions, and conclusions.

3) I have no present or prospective interest in the property that is the subject of this report and I have no personal interest with respect to the parties involved; any specified interest or bias has not affected the impartiality of my opinions and conclusions.

4) My compensation for this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

5) My engagement in this assignment was not contingent upon developing or reporting predetermined results, requested minimum valuation, a specific valuation, or the approval of a loan.

6) My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics of the Appraisal Institute and the American Society of Appraisers

7) I have made a personal inspection of the property that is the subject of this report.

8) Mickey W. Smith, State-Certified General Real Estate Appraiser #RZ2364 helped in the data collection and analysis for this report.

9) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

10) The use of this report is subject to the requirements of the Appraisal Institute and the American Society of Appraisers relating to review by its duly authorized representatives.

11) I have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report, within the three-year period immediately preceding acceptance of this assignment.



Ronald S. Crouse, ASA, CRA, IFAS
State-certified general real estate appraiser RZ670

SUMMARY OF SIGNIFICANT CONCLUSIONS	
Location	South Side of Vics Way, New Smyrna Beach, Volusia County, Florida, 32168.
Tax ID Account #	7344-12-05-0010
Legal Description	LOTS 1 BLK 5 WOODLAND MB 6 PG 134 PER OR 1556 PG 0500 PER OR 6513 PG 1166 PER OR 7124 PGS 2722-2723
Ownership	FESTIVAL PROPERTIES INC
Type of Property	Vacant Land fully wooded
Site Size	Rectangular parcel contains 4.5 ± acres Per Volusia County Property Appraiser. No survey was supplied to the appraiser. All figures were estimated by on line sources. The National Wetlands Inventory Map indicated That the entire parcel is identified as Freshwater Forested/Shrub Wetlands. However, county records show no wetlands. Would require survey.
Site Improvements	None Included
Improvements	None Included
Easements & Encroachments	None known that affects market value.
Current Assessment	$108,000 per (VCPA)
Current Taxes	$1,307 (VCPA)
Zoning / Future Land Use	It is zoned R-4 Urban single Family and RC Resource Corridor by Volusia County and Future Land use is ESC – Environmental Systems Corridor. No zoning information was supplied to the client. Zoning and Future Land Use were estimated from public records.
Highest & Best Use Vacant	Some type of residential use as allowed by zoning, planning regulations, any environmental constraints and demand by the market.
As Improved	N/A
Marketing/Exposure Period	12 to 24 months
Intended User	City of New Smyrna Beach
Date of Value	April 18, 2025
"As Is" Market Value	**$247,000** (As Vacant Land Only)

RESTRICTED APPRAISAL REPORT

This is a Restricted Use Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it does not present discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

CLIENT: City of New Smyrna Beach

APPRAISER: Ronald S. Crouse, ASA, CRA, IFAS
State Certified General Real Estate Appraiser RZ670

SUBJECT: South Side of Vics Way, New Smyrna Beach, Volusia County, Florida, 32168.Tax ID Account # 7324-12-05-0010

PURPOSE OF APPRAISAL: To estimate the market value as defined by the Office of the Comptroller of the Currency under F 12, Part 34, Subpart C.

INTENDED USE OF REPORT: For the sole purpose of assisting the client in establishing a market value for the subject property for internal matters of the client.

INTEREST VALUED: Market value of the subject property in Fee Simple Estate.

EFFECTIVE DATE OF VALUE: April 18, 2025

DATE OF INSPECTION: April 18, 2025

DATE OF REPORT: May 02, 2025

MARKETABILITY: The subject site is compatible with the neighborhood, and demand for this type property is average in this location.

Marketing Period – Exposure Time

"Marketing Period" is defined as follows:

The most probable amount of time necessary to expose a property, in its entirety, to the open market in order to achieve a sale. Implicit in this definition are the following characteristics.

- The property will be actively exposed and aggressively marketed to potential purchasers through marketing channels commonly used by sellers of similar type properties.

- The property will be offered at a price reflecting the most probable mark-up over the market value used by sellers of similar type properties.

- A sale will be consummated under the terms and conditions of the definition of market value.

"Exposure Time" is defined as follows:

Exposure time is a "retrospective" opinion, looking back (from the effective date) to the beginning of the "hypothetical" process of selling the asset, so that the sale would have been consummated on the "effective date" of appraisal.

We estimate the subject property should sell after a marketing effort of approximately 12 to 24 months at or near the appraised value. It is our opinion that a 12-to-24-month exposure time is adequate for the subject property.

REAL ESTATE APPRAISED: Tax identification Account Number 7324-12-05-0010.

OWNERSHIP AND SALES HISTORY: According to the tax records, the subject property is under the ownership of FESTIVAL PROPERTIES INC. There has been no recorded arm's length transaction in the last five years.

ZONING: REFER TO SUMMARY OF SIGNIFICANT CONCLUSIONS

IMMEDIATE NEIGHBORHOOD DATA: The neighborhood has seen growth, especially in the residential areas; the interior residential areas are around 70-80% built out although land is still available to the west. Westward expansion of the city, including west of I-95, has brought increasing demand for conveniently located commercial support services. Land along State Road 44 is well situated to meet this need. We expect the neighborhood; especially its residential, commercial and service uses will continue to be in demand.

SITE DESCRIPTION

Location: The subject is located South Side of Vics Way which intersects with Mission Road to the East providing access to State Road. Access is provided to the site by a dirt path drive. This road links with a paved section of this same road around 100± feet to the East which leads to an existing subdivision. It is our assumption the site would be accessible for residential development.

Size/Shape: The topography generally level to rolling and 100% wooded. The site is a rectangular parcel and contains 4.5 ± acres Per Volusia County Property Appraiser. No survey was supplied to the appraiser. All figures were estimated by on line sources.

Utilities: There are currently no utilities connected to the site. All available services would need to be run to the site. On site utilizes are typical in the area and this is not believed to impact the sites marketability.

Access: Access is provided to the site by a dirt path drive. This road links with a paved section of this same road around 100± feet to the East.

Wetlands: The National Wetlands Inventory Map indicates that the entire site is within wetland classification (see addendum for details). However, county records show no wetlands. Would require survey.

IMPROVEMENTS: None

HIGHEST AND BEST USE: The Highest and Best Use as vacant would be for some type of residential use as allowed by zoning, planning regulations, any environmental constraints and demand by the market. (Report makes the general assumption that the site can be improved)

APPRAISAL SCOPE, DEVELOPMENT AND REPORTING PROCESS: This Restricted Appraisal Report is based on market data that has been used in estimating a value conclusion for the subject property.

In conducting the appraisal assignment, the appraiser first collected preliminary public record search data and made an initial search of available market sales, trends, and influences. A physical inspection of the subject property was made. The appraiser is not an expert in matters of pest control, structural engineering, hazardous waste, survey, or title matters, and no expertise or warranty is implied in these or other areas.

The appraiser has also relied upon secondary data sources such as public records, real estate brokers, etc., and primary data collected by the appraiser. To the extent possible, this data has been confirmed by the participants in the market or public records information. The most applicable and/or comparable information has been used in our analysis as deemed essential to support our value conclusions. The elements considered in our analysis were the market value of the Fee Simple Estate.

In developing this appraisal an attempt was made to locate properties that are similar in appeal, size, with similar development potential thereby reflecting the least amount of variances. The appraiser narrowed his search to the sales that best reflect the elements of the subject property. Sometimes, in the research process, it becomes necessary to expand the search parameters. We searched for sales of similar type parcels in the city of New Smyrna Beach and surrounding area. We identified several sales and the most reliable were used in our analysis to estimate of value for the overall subject property as vacant.

The sales utilized in this report are considered the most similar and the most reliable value indicators at time of appraisal.

The approach used in estimating the market value of the subject property was the Sales Comparison Approach. This restricted Appraisal Report sets forth only the appraiser's conclusions. Supporting documentation is retained in the appraiser's file.

To estimate the market value of the subject property as vacant

RELATIVE COMPARISON METHOD OF ANALYSIS:

A qualitative technique for analyzing comparable sales; used to estimate whether the characteristics of a comparable property are inferior, superior, or equal to those of the subject property. Relative comparison analysis is similar to paired data analysis, but quantitative adjustments are not derived. This was the method used for the analysis of the subject property.

RELATIVE COMPARISON:

Property Rights

The subject property was appraised according to property rights known as fee simple estate. The exact definition is included in this report. Fee simple estate infers absolute ownership unencumbered by any other interest of estate; subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. All of the comparable properties were sold in fee simple, and so no adjustments were required for this aspect of ownership.

Financing Terms

Sale prices for identical properties can differ due to influences of different financing arrangements. Below market interest rates tend to increase sale prices, while interest rates above market can result in decreased sale prices. The subject property was appraised on a cash equivalent basis; so, all comparables should reflect cash equivalent sales prices. All of the comparable properties that were verified were sold for cash, or were considered cash equivalent, and no adjustments were necessary.

Conditions of Sale

Conditions of sale refer to the motivations of the buyer and seller, and whether the sale was an "arm's-length transaction" or not. Sale prices can be influenced because the parties are related to one another through business or family. Also, prices can be lower than market because the seller needs cash in a hurry, or prices can be higher because a developer may need a site as an assemblage. The motivations of the buyers and sellers of the comparable properties used in this analysis were questioned during the verification process for each sale.

Market Conditions

The market conditions adjustment relates to the economic conditions of the market at the time of the comparable sale compared to market conditions at the effective date of the appraisal. Changes in market conditions may be caused by fluctuation in supply and demand, interest rates, inflation or deflation, and overall economic factors. The real estate market for this type property appears to be stabilizing. All sales are within a time frame that no adjustment is warranted

Other Elements

All other differences that are considered to impact value in comparison with the sales to the subject will be addressed in a short narrative format to help the reader understand the process and need for the adjustments.

Element	Subject	Sale 1		Sale 2		Sale 3	
Location	Vics Way New Smyrna Beach	Tatum Blvd New Smyrna Beach		Halleck Street New Smyrna Beach		N. Glencoe Rd New smyrna Beach	
Land Area Acres	4.50	13.53		10.27		18.05	
Use	R-4/RC	Similar		Similar		Similar	
Sale Price		$750,000	ADJ.	$600,000	ADJ.	$950,000	ADJ.
Sale Price Per SF Land		$55,432		$58,423		$52,632	
Property Rights Conveyed	Fee Simple	Fee Simple	0%	Fee Simple	0%	Fee Simple	0%
Adjusted Sales Price		$750,000		$600,000		$950,000	
Financing Terms		Market	0%	Market	0%	Market	0%
Adjusted Sales Price		$750,000		$600,000		$950,000	
Conditions of Sale		Arm's Length	0%	Arm's Length	0%	Arm's Length	0%
Adjusted Sales Price		$750,000		$600,000		$950,000	
Sale Date	5/2/2025	10/23/2023		7/28/2023		5/2/2025	
Market Conditions	0	1.5	0%	1.8	0%	0.0	0%
Adjusted Sales Price		$750,000		$600,000		$950,000	
Adjusted Sale Price		$750,000		$600,000		$950,000	
Adjusted Sale Price/Acre		$55,432		$58,423		$52,632	
Other Adjustments							
Location	Average	Average	0	Average	-	Superior	-
Size Acres	4.50	13.53	+	10.27	+	18.05	+
Access/Frontage	Average	Average	0	Superior	-	Superior	-
Zoning	R-4/RC	Similar	0	Similar	0	Similar	0
Topography	Rolling/Wooded	Rolling/Wooded	0	Rolling/Wooded	0	Cleared	-
Utility/Shape	Average	Inferior	+	Superior	-	Average	0
		$55,432	Similar	$58,423	Lower	$52,632	Similar

INDICATED SUBJECT VALUE		
High	$58,423	
Low	$52,632	
Mean	$55,496	
Median	$55,432	

4.50	@	$55,000	Per Acre	$247,500
			Reconciled Value:	$247,000

ADJUSTMENTS

SALE 1 - $55,432 per acre. This is the sale of a generally similar vacant parcel of land. This sale is generally similar to the subject in all respects, except for:

Size: The subject is smaller than all sales and typically larger similar parcels of land sell at a lower unit value than similar smaller tracts of land.

Utility/Shape: The subject's utility is considered superior to Sale 1.

Overall, this sale's index price is felt to be less than what the subject should expect.

SALE 2 - $58,423 per acre. This is the sale of a generally similar vacant parcel of land. This sale is generally similar to the subject in all respects, except for:

Size: The subject is smaller than all sales and typically larger similar parcels of land sell at a lower unit value than similar smaller tracts of land.

Access: The subject is located on a shell street which would require the owner to pay for at least the minimum level of access requirements allowed by planning and zoning. All sales are located along existing roads. This factor required all sales to receive a minus

Overall, this sale's index price is felt to be higher to what the subject should expect.

SALE 3 - $52,632 per acre. This is the sale of a generally similar vacant parcel of land. This sale is generally similar to the subject in all respects, except for:

Location: The subject is located in close proximity to main existing development. Sale 1 is considered more rural and inferior. Sale 3 is considered superior and warranted a minus adjustment.

Size: The subject is smaller than all sales and typically larger similar parcels of land sell at a lower unit value than similar smaller tracts of land.

Access: The subject is located on an undeveloped platted road which would require the owner to pay for at least the minimum level of access allowed by planning and zoning.
All sales are located along existing roads. This factor required all sales to receive a minus adjustment.

Topography: The subject is heavily wooded and wood require clearing prior to development. Sale 3 is cleared or mostly cleared and would receive a higher unit value warranting a minus adjustment.

Overall, this sale's index price would be slightly more to what the subject should expect.

INDICATED LAND VALUE BY THE SALES COMPARISON APPROACH

Varying degrees of emphasis were placed on all sales. Based on our analysis we conclude that the estimated value of the subject as vacant land is $55,000 per acre. Resulting in the following valuation for the subject property:

4.5 Acres @ $55,000/ AC = **$247,000 (R)**

RECONCILIATION OF VALUE INDICATIONS AND FINAL VALUE ESTIMATE

The Sales Comparison Approach was utilized in valuing the land. Therefore, based on the foregoing facts, the fair market value of the subject property, land only, as of the date of valuation, is estimated to be **$247,000.**

SUBJECT LOCATION MAP



AERIAL OF SUBJECT PROPERTY

Volusia County Property Appraiser



5/8/2025, 12:53:45 PM

Parcel
Override 1
Streets
Parcel Text
Water Body Names
Water Bodies
County Boundary

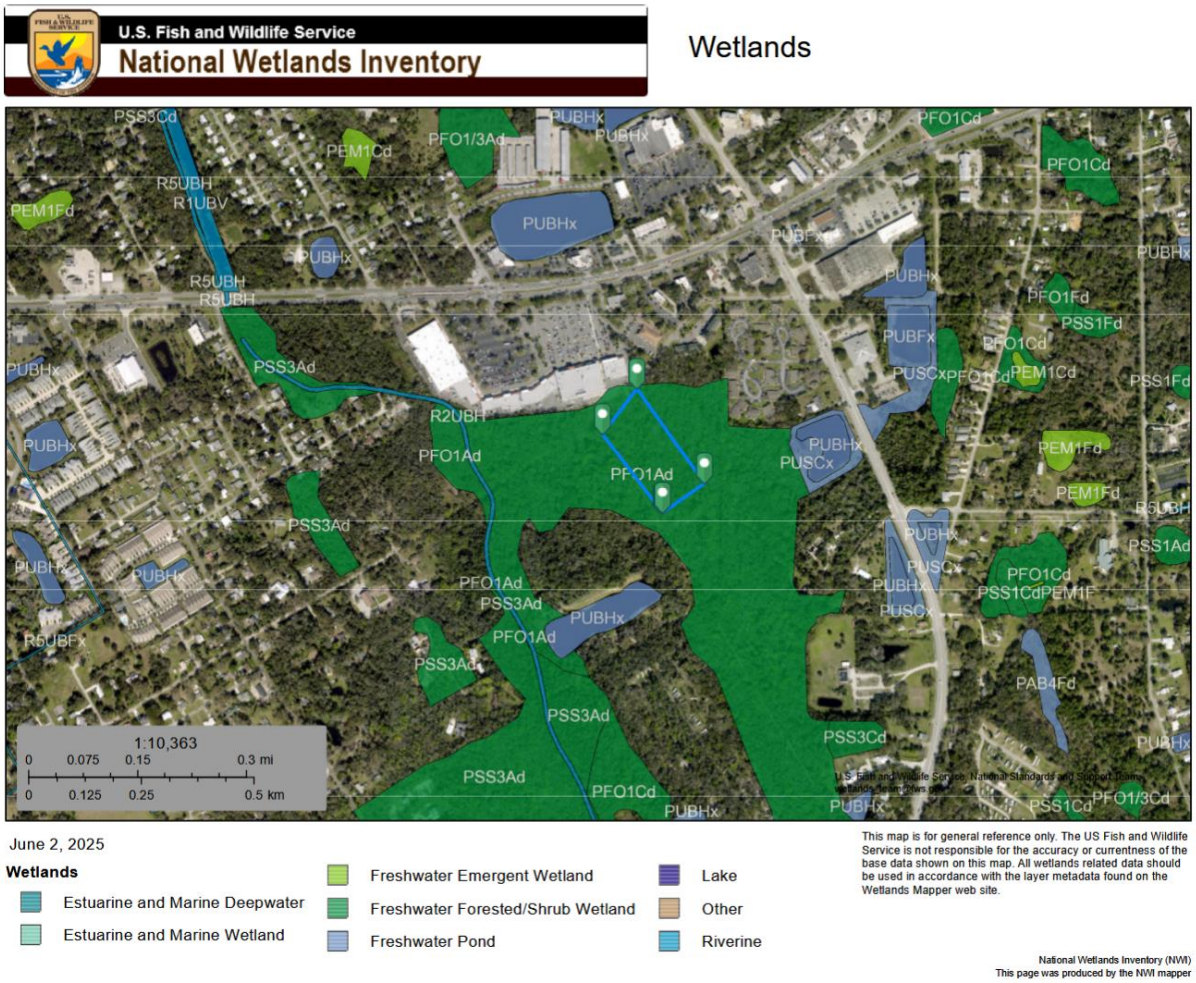
1:9,028

0 0.1 0.2 0.4 mi
0 0.15 0.3 0.6 km

State of Florida, Maxar

ArcGIS Web AppBuilder
VCPA 2021

WETLANDS MAP



June 2, 2025

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper

Classification code: PFO1Ad
System **Palustrine (P)** : The Palustrine System includes all nontidal wetlands dominated by trees, shrubs, persistent emergents, emergent mosses or lichens, and all such wetlands that occur in tidal areas where salinity due to ocean-derived salts is below 0.5 ppt. It also includes wetlands lacking such vegetation, but with all of the following four characteristics: (1) area less than 8 ha (20 acres); (2) active wave-formed or bedrock shoreline features lacking; (3) water depth in the deepest part of basin less than 2.5 m (8.2 ft) at low water; and (4) salinity due to ocean-derived salts less than 0.5 ppt.

Class **Forested (FO)** : Characterized by woody vegetation that is 6 m tall or taller.
Subclass **Broad-Leaved Deciduous (1)** : Woody angiosperms (trees or shrubs) with relatively wide, flat leaves that are shed during the cold or dry season; e.g., black ash (Fraxinus nigra).

Water Regime **Temporary Flooded (A)** : Surface water is present for brief periods (from a few days to a few weeks) during the growing season, but the water table usually lies well below the ground surface for the most of the season.

Special Modifier **Partially Drained/Ditched (d)** : A partly drained wetland has been altered hydrologically, but soil moisture is still sufficient to support hydrophytes. Drained areas that can no longer support hydrophytes are not considered wetland. This Modifier is also used to identify wetlands containing, or connected to, ditches. The Partly Drained/Ditched Modifier can be applied even if the ditches are too small to delineate. The Excavated Modifier should be used to identify ditches that are large enough to delineate as separate features; however, the Partly Drained/Ditched Modifier also should be applied to the wetland area affected by the ditching.

SALE 1

Volusia County Property Appraiser



6/3/2025, 9:25:01 PM

Parcel
Streets
Parcel Text
Water Body Names
Water Bodies
County Boundary

1:9,028

0 0.1 0.2 0.4 mi
0 0.15 0.3 0.6 km

State of Florida, Maxar

ArcGIS Web AppBuilder
VCPA 2021

SALE 1

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

Property Summary

Alternate Key:	3840739
Parcel ID:	743000000120
Township-Range-Section:	17 - 34 - 30
Subdivision-Block-Lot:	00 - 00 - 0120
Owner(s):	OAK GROVE ON PARK AVE LLC - FS - Fee Simple - 100%
Mailing Address On File:	220 CHARLES ST PORT ORANGE FL 32129 3426
Physical Address:	, NEW SMYRNA BEACH 32168
Building Count:	0
Neighborhood:	4072 - S MYRTLE & CAVEDO
Subdivision Name:	
Property Use:	0000 - VACANT RES
Tax District:	604-EDGEWATER
2024 Final Millage Rate:	18.5435
Homestead Property:	No
Agriculture Classification:	No
Short Description:	30 17 34 LOT 2 S OF DECALA GRANT & E OF SPANISH MISSION HTS NO 2 & LOTS 3 & 6 E OF SPANISH MISSION HTS NO 3 EXC PART PER OR 4593 PG 4319 PER OR 8475 PG 4510

Property Values

Tax Year:	2025 Working	2024 Final	2023 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	$0	$0	$0
Land Value:	$287,513	$287,513	$287,513
Just/Market Value:	$287,513	$287,513	$287,513

Working Tax Roll Values by Taxing Authority

Values shown below are the 2025 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2024 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority		Just/ Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017	CAPITAL IMPROVEMENT	$287,513	$287,513	$0	$287,513	1.5000	$431.27
0012	DISCRETIONARY	$287,513	$287,513	$0	$287,513	0.7480	$215.06
0011	REQ LOCAL EFFORT	$287,513	$287,513	$0	$287,513	3.0370	$873.18
0050	GENERAL FUND	$287,513	$287,513	$0	$287,513	3.2007	$920.24
	LAW	$287,513	$287,513	$0	$287,513	1.5994	$459.85

SALE 1

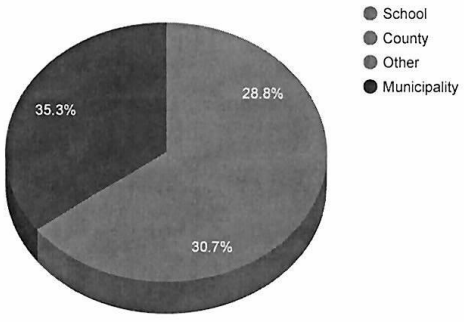
0053	ENFORCEMENT FUND					
0055	LIBRARY	$287,513	$287,513	$0	$287,513	0.3891	$111.87
0520	MOSQUITO CONTROL	$287,513	$287,513	$0	$287,513	0.1647	$47.35
0530	PONCE INLET PORT AUTHORITY	$287,513	$287,513	$0	$287,513	0.0692	$19.90
0058	VOLUSIA ECHO	$287,513	$287,513	$0	$287,513	0.2000	$57.50
0057	VOLUSIA FOREVER	$287,513	$287,513	$0	$287,513	0.2000	$57.50
0065	FLORIDA INLAND NAVIGATION DISTRICT	$287,513	$287,513	$0	$287,513	0.0288	$8.28
0120	SOUTH EAST VOLUSIA HOSPITAL AUTHORITY	$287,513	$287,513	$0	$287,513	0.7506	$215.81
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$287,513	$287,513	$0	$287,513	0.1793	$51.55
0290	EDGEWATER	$287,513	$287,513	$0	$287,513	6.3300	$1,819.96
0291	EDGEWATER I&S 2005	$287,513	$287,513	$0	$287,513	0.0200	$5.75
0292	EDGEWATER I&S 2016	$287,513	$287,513	$0	$287,513	0.1267	$36.43
						18.5435	$5,331.50

Non-Ad Valorem Assessments

Project	#	Unit	Rate	Amount

Estimated Ad Valorem Tax:	$5,331.50
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$5,331.50**
Estimated Tax Amount without SOH/10CAP ⓘ	$5,331.50

Where your tax dollars are going:



Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2024	$287,513	$0	$287,513	$287,513	$0	$287,513	$0

SALE 1

2023	$287,513	$0	$287,513	$29,052	$0	$29,052	$258,461
2022	$161,007	$0	$161,007	$28,206	$0	$28,206	$132,801
2021	$161,007	$0	$161,007	$27,384	$0	$27,384	$133,623
2020	$161,007	$0	$161,007	$27,006	$0	$27,006	$134,001
2019	$161,007	$0	$161,007	$26,399	$0	$26,399	$134,608
2018	$143,871	$0	$143,871	$25,907	$0	$25,907	$117,964
2017	$143,871	$0	$143,871	$25,374	$0	$25,374	$118,497
2016	$143,871	$0	$143,871	$24,852	$0	$24,852	$119,019

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0012-VAC PVD 10 - 14.99 AC	N	A-ACRE		13.5300				25,000	$287,513
								Total Land Value:		$287,513

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value
				Total Miscellaneous Value:		$0

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.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/ Unqualified	Vacant/Improved	Sale Price
8475 / 4510	2023216509	10/23/2023	WD-WARRANTY DEED	MULTI-PARCEL	VACANT	$750,000
4593 / 4319	2000169449	08/15/2000	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$45,500
4593 / 4317	2000169448	08/15/2000	QC-QUIT CLAIM DEED	UNQUALIFIED	VACANT	$10

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.

Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
30 17 34 LOT 2 S OF DECALA GRANT & E OF SPANISH MISSION HTS NO 2 & LOTS 3 & 6 E OF SPANISH MISSION HTS NO 3 EXC PART PER OR 4593 PG 4319 PER OR 8475 PG 4510	604	17 - 34 - 30	00 - 00 - 0120	06-JAN-82

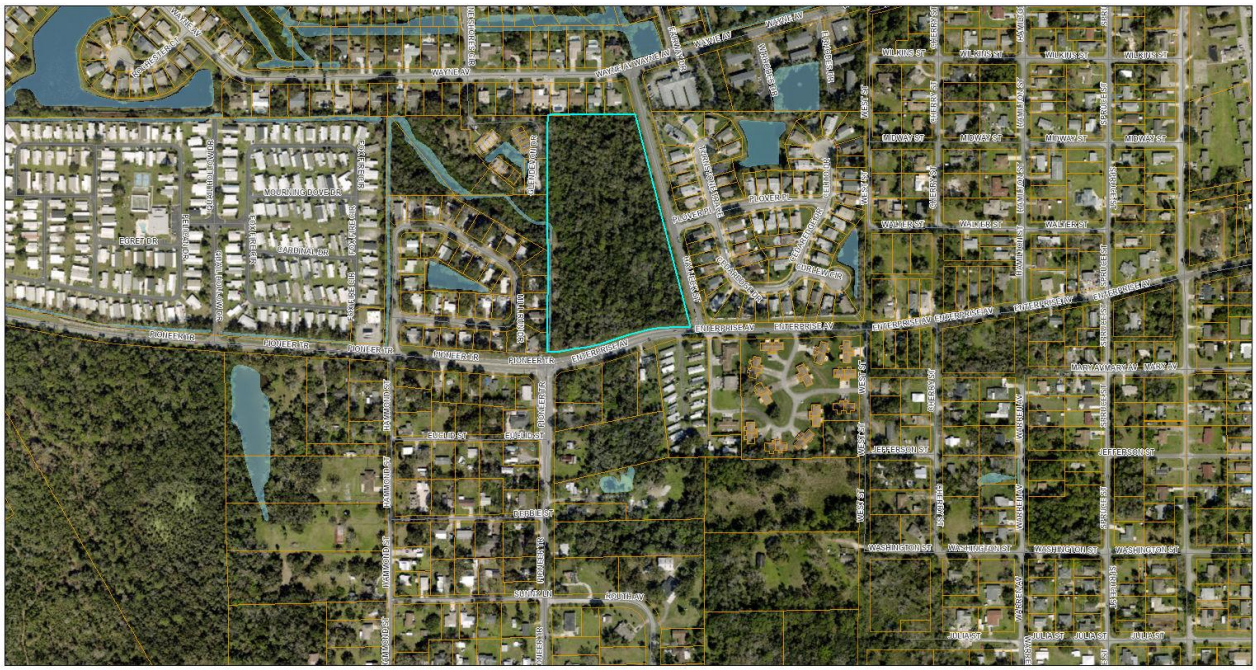
Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

Date	Number	Description	Amount

SALE 2

Volusia County Property Appraiser


WAYNE AV
WAYNE LN
WAYNE AV
WAYNE AV
WILKINS ST
WILKINS ST
WILKINS ST
WILKINS ST
MIDWAY ST
MIDWAY ST
MIDWAY ST
MIDWAY ST
WALKER ST
WALKER ST
WALKER ST
WORKING DOVE DR
CARDINAL DR
PLOVER PL
PLOVER PL
PLOVER PL
PLOVER TR
PLOVER TR
PLOVER TR
PLOVER TR
PLOVER TR
PLOVER DR
PLOVER DR
PLOVER D

SALE 2

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

Property Summary

Alternate Key:	3705203
Parcel ID:	731300000061
Township-Range-Section:	17 - 33 - 13
Subdivision-Block-Lot:	00 - 00 - 0061
Owner(s):	PACIFIC HOMES LLC - FS - Fee Simple - 100%
Mailing Address On File:	40873 GLENPANE WAY ALDIE VA 20105 4111
Physical Address:	HALLECK ST, NEW SMYRNA BEACH 32168
Building Count:	0
Neighborhood:	7469 - NSB- MISC MXD W OF HWY 1
Subdivision Name:	
Property Use:	0000 - VACANT RES
Tax District:	601-NEW SMYRNA BEACH
2024 Final Millage Rate:	16.7933
Homestead Property:	No
Agriculture Classification:	No
Short Description:	13-17-33 NE 1/4 OF SE 1/4 N OF ENTERPRISE RD & W OF CR & EXC PART FOR WIDENING ENTERPRISE RD PER OR 2171 PG 0675 PER OR 3146 PG 1828 PER OR 5262 PG 4169 PER OR 8440 PG 3225

Property Values

Tax Year:	2025 Working	2024 Final	2023 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	$0	$0	$0
Land Value:	$513,500	$513,500	$462,150
Just/Market Value:	$513,500	$513,500	$462,150

Working Tax Roll Values by Taxing Authority

Values shown below are the 2025 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2024 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority		Just/ Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017	CAPITAL IMPROVEMENT	$513,500	$513,500	$0	$513,500	1.5000	$770.25
0012	DISCRETIONARY	$513,500	$513,500	$0	$513,500	0.7480	$384.10
0011	REQ LOCAL EFFORT	$513,500	$513,500	$0	$513,500	3.0370	$1,559.50
0050	GENERAL FUND	$513,500	$513,500	$0	$513,500	3.2007	$1,643.56
	LAW	$513,500	$513,500	$0	$513,500	1.5994	$821.29

SALE 2

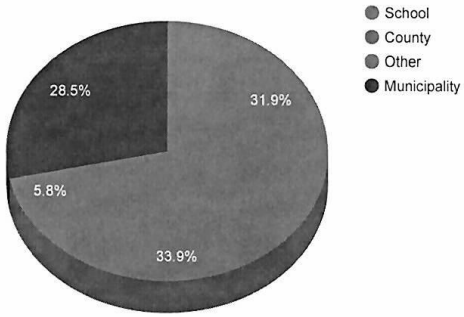
0053	ENFORCEMENT FUND					
0055	LIBRARY	$513,500	$513,500	$0	$513,500	0.3891 $199.80
0520	MOSQUITO CONTROL	$513,500	$513,500	$0	$513,500	0.1647 $84.57
0530	PONCE INLET PORT AUTHORITY	$513,500	$513,500	$0	$513,500	0.0692 $35.53
0058	VOLUSIA ECHO	$513,500	$513,500	$0	$513,500	0.2000 $102.70
0057	VOLUSIA FOREVER	$513,500	$513,500	$0	$513,500	0.2000 $102.70
0065	FLORIDA INLAND NAVIGATION DISTRICT	$513,500	$513,500	$0	$513,500	0.0288 $14.79
0120	SOUTH EAST VOLUSIA HOSPITAL AUTHORITY	$513,500	$513,500	$0	$513,500	0.7506 $385.43
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$513,500	$513,500	$0	$513,500	0.1793 $92.07
0272	NEW SMYRNA BCH I&S 2018	$513,500	$513,500	$0	$513,500	0.0895 $45.96
0270	NEW SMYRNA BEACH	$513,500	$513,500	$0	$513,500	4.6370 $2,381.10
						16.7933 $8,623.36

Non-Ad Valorem Assessments

Project	# Units	Rate	Amount

Estimated Ad Valorem Tax:	$8,623.36
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$8,623.36**
Estimated Tax Amount without SOH/10CAP ⓘ	$8,623.36

Where your tax dollars are going:



Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2024	$513,500	$0	$513,500	$513,500	$0	$513,500	$0
2023	$462,150	$0	$462,150	$462,150	$0	$462,150	$0
2022	$462,150	$0	$462,150	$447,361	$0	$447,361	$0

SALE 2

2021	$410,800	$0	$410,800	$406,692	$0	$406,692	$0
2020	$369,720	$0	$369,720	$369,720	$0	$369,720	$0
2019	$369,720	$0	$369,720	$369,720	$0	$369,720	$0
2018	$369,720	$0	$369,720	$369,720	$0	$369,720	$0
2017	$369,720	$0	$369,720	$369,720	$0	$369,720	$0
2016	$369,720	$0	$369,720	$369,720	$0	$369,720	$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0003-VAC M/F 10/MORE	N	A-ACRE		10.2700				50,000	$513,500
								Total Land Value:		$513,500

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value
				Total Miscellaneous Value:		$0

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.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/ Unqualified	Vacant/Improved	Sale Price
8440 / 3225	2023156747	07/28/2023	WD-WARRANTY DEED	QUALIFIED	VACANT	$600,000
5262 / 4169	2004040030	02/18/2004	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$400,000
3146 / 1828	1988068873	05/15/1988	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$76,000
2171 / 0675		05/15/1980	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$47,000
2164 / 0418		04/15/1980	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	$61,000
1683 / 0087		11/15/1973	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$50,000

Property Description

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Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
13-17-33 NE 1/4 OF SE 1/4 N OF ENTERPRISE RD & W OF CR & EXC PART FOR WIDENING ENTERPRISE RD PER OR 2171 PG 0675 PER OR 3146 PG 1828 PER OR 5262 PG 4169 PER OR 8440 PG 3225	601	17 - 33 - 13	00 - 00 - 0061	01-JAN-82

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit,

SALE 3

Volusia County Property Appraiser



6/3/2025, 9:38:31 PM

Parcel
Streets
Parcel Text
Water Body Names
Water Bodies
County Boundary

1:2,257

0 0.03 0.05 0.1 mi
0 0.04 0.07 0.15 km

State of Florida, Maxar, Microsoft

ArcGIS Web AppBuilder
VCPA 2021

SALE 3



Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

Property Summary

Alternate Key:	3708571
Parcel ID:	731400000250
Township-Range-Section:	17 - 33 - 14
Subdivision-Block-Lot:	00 - 00 - 0250
Owner(s):	S & M AG LLC - FS - Fee Simple - 100%
Mailing Address On File:	17 WHISTLING DUCK CT DAYTONA BEACH FL 32119
Physical Address:	N GLENCOE RD, NEW SMYRNA BEACH 32168
Building Count:	0
Neighborhood:	4022 - PIONEER/WMS SOUTH TO 44
Subdivision Name:	
Property Use:	0000 - VACANT RES
Tax District:	601-NEW SMYRNA BEACH
2024 Final Millage Rate:	16.7933
Homestead Property:	No
Agriculture Classification:	No
Short Description:	14 17 33 SW 1/4 OF SW 1/4 N OF OLD RR R/W & W OF CNTY RD EXC BLK 9 GLENCOE AKA BLKS 5 TO 8 INC & BLK 10 & HODGE HOME LOT W OF CO RD GLENCOE MB 2PG 6 PER OR 3247 PG 0701 & PER OR 55

Property Values

Tax Year:	2025 Working	2024 Final	2023 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	$0	$0	$0
Land Value:	$325,803	$325,803	$325,803
Just/Market Value:	$325,803	$325,803	$325,803

Working Tax Roll Values by Taxing Authority

Values shown below are the 2025 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2024 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Just/ Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017 CAPITAL IMPROVEMENT	$325,803	$325,803	$0	$325,803	1.5000	$488.70
0012 DISCRETIONARY	$325,803	$325,803	$0	$325,803	0.7480	$243.70
0011 REQ LOCAL EFFORT	$325,803	$325,803	$0	$325,803	3.0370	$989.46
0050 GENERAL FUND	$325,803	$325,803	$0	$325,803	3.2007	$1,042.80
LAW	$325,803	$325,803	$0	$325,803	1.5994	$521.09

SALE 3

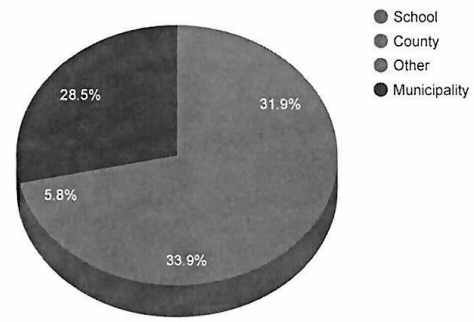
0053	ENFORCEMENT FUND					
0055	LIBRARY	$325,803	$325,803	$0	$325,803	0.3891 $126.77
0520	MOSQUITO CONTROL	$325,803	$325,803	$0	$325,803	0.1647 $53.66
0530	PONCE INLET PORT AUTHORITY	$325,803	$325,803	$0	$325,803	0.0692 $22.55
0058	VOLUSIA ECHO	$325,803	$325,803	$0	$325,803	0.2000 $65.16
0057	VOLUSIA FOREVER	$325,803	$325,803	$0	$325,803	0.2000 $65.16
0065	FLORIDA INLAND NAVIGATION DISTRICT	$325,803	$325,803	$0	$325,803	0.0288 $9.38
0120	SOUTH EAST VOLUSIA HOSPITAL AUTHORITY	$325,803	$325,803	$0	$325,803	0.7506 $244.55
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$325,803	$325,803	$0	$325,803	0.1793 $58.42
0272	NEW SMYRNA BCH I&S 2018	$325,803	$325,803	$0	$325,803	0.0895 $29.16
0270	NEW SMYRNA BEACH	$325,803	$325,803	$0	$325,803	4.6370 $1,510.75
						16.7933 $5,471.31

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount

Estimated Ad Valorem Tax:	$5,471.31
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$5,471.31**
Estimated Tax Amount without SOH/10CAP ⓘ	$5,471.31

Where your tax dollars are going:



Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2024	$325,803	$0	$325,803	$325,803	$0	$325,803	$0
2023	$325,803	$0	$325,803	$325,803	$0	$325,803	$0
2022	$325,803	$0	$325,803	$325,803	$0	$325,803	$0

SALE 3

2021	$325,803	$0	$325,803	$316,582	$0	$316,582	$0
2020	$325,803	$0	$325,803	$287,802	$0	$287,802	$0
2019	$325,803	$0	$325,803	$261,638	$0	$261,638	$0
2018	$325,803	$0	$325,803	$237,853	$0	$237,853	$0
2017	$216,230	$0	$216,230	$216,230	$0	$216,230	$0
2016	$216,230	$0	$216,230	$216,230	$0	$216,230	$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0013-VAC PVD 15 - 19.99 AC	N	A-ACRE		18.0500				19,000	$325,803
								Total Land Value:		$325,803

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value
					Total Miscellaneous Value:	$0

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.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/ Unqualified	Vacant/Improved	Sale Price
6874 / 2263	2013122566	06/17/2013	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$150,000
6577 / 4889	2011052217	03/29/2011	CT-CERTIFICATE OF TITLE	UNQUALIFIED	VACANT	$100
5556 / 666	2005128954	04/27/2005	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$467,000
3247 / 0701	1989004169	12/15/1988	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$100

Property Description

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Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created	Annexed
14 17 33 SW 1/4 OF SW 1/4 N OF OLD RR R/W & W OF CNTY RD EXC BLK 9 GLENCOE AKA BLKS 5 TO 8 INC & BLK 10 & HODGE HOME LOT W OF CO RD GLENCOE MB 2PG 6 PER OR 3247 PG 0701 & PER OR 5556 PG 666 & OR 6577 PG 4889 PER OR 6874 PG 2263	601	17 - 33 - 14	00 - 00 - 0250	01-JAN-82	2014

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

Date	Number	Description	Amount

ASSUMPTIONS AND LIMITING CONDITIONS

Type of Report:
This is a Restricted Appraisal Report, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2 of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it does not include discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

Legal Matters:
The legal description used in this report is assumed to be correct, but it may not necessarily have been confirmed by survey. No responsibility is assumed in connection with a survey or for encroachments or overlapping or other discrepancies that might be revealed thereby. Any sketches included in the report are only for the purpose of aiding the reader in visualizing the property and are not necessarily a result of a survey.

Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described, and that there is no encroachment or trespass unless otherwise stated in this report.

No responsibility is assumed for an opinion of legal nature, such as to ownership of the property or condition of title.

The appraisers assume the title to the property to be marketable; that, unless stated to the contrary, the property is appraised as an unencumbered fee, which is not used in violation of acceptable ordinances, statutes or other governmental regulations.

Unapparent Conditions:
The appraisers assume that there are no hidden or unapparent conditions of the property, subsoil or structures, which would render it more or less valuable than otherwise comparable property. The appraisers are not experts in determining the presence or absence of hazardous substance, defined as all hazardous or toxic materials, waste, pollutants or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) used in construction or otherwise present on the property.

The appraisers assume no responsibility for the studies or analysis, which would be required to conclude the presence or absence of such substances or for loss as a result of the presence of such substances. The client is urged to retain an expert in this field, if desired. The value estimate is based on the assumption that the subject property is not so affected.

Information and Data:
Information and opinions furnished to the appraisers and contained in the report were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the appraisers can be assumed by the appraisers.

Any engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

All mortgages, liens, encumbrances, and servitudes have been disregarded unless so specified within the appraisal report. The subject property is appraised as though under responsible ownership and competent management.

Zoning and Licenses:
It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconforming use has been stated, defined, and considered in the valuation.

It is assumed that the subject property complies with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the valuation.

It is assumed that the information relating to the location of or existence of public utilities, which has been obtained through a verbal inquiry from the appropriate utility authority, or has been ascertained from visual evidence, is correct. No warranty has been made regarding the exact location or capacities of public utility systems.

It is assumed that all licenses, consents, or other legislative or administrative authority from local, state, or national governmental or private entity or organization have been, or can be,

obtained or renewed for any use on which the value estimate contained in the valuation report is based.

The appraisers will not be required to give testimony or appear in court due to preparing the appraisal with reference to the subject property in question, unless prior arrangements have been made.

Possession of the report does not carry with it the right of publication. Out-of-context quoting from or partial reprinting of this appraisal report is not authorized. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of media for public communication without the prior written consent of the appraisers signing this appraisal report.

The authentic copies of this report are bound with a clear cover, which reveals the company name, Pomeroy Appraisal Associates of Florida, Inc. Any copy that does not have this cover or original signatures of the appraisers is unauthorized and may have been altered and is considered invalid.

Disclosure of the contents of this report is governed by the By-Laws and Regulations of the Appraisal Institute and the American Society of Appraisers. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers or the firm with which they are connected, or any reference to the Appraisal Institute or to the ASA) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without the prior written consent and approval of the author.

The distribution of the total valuation in this report, between land and improvements, is applicable only as a part of the whole property. The land value, or the separate value of the improvements, must not be used in conjunction with any other appraisal or estimate and is invalid if so used.

No environmental or concurrency impact studies were either requested or made in conjunction with this appraisal report. The appraisers, thereby, reserve the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental or concurrency impact studies, research, or investigation.

The American with Disabilities Act (ADA) became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act.

If so, this fact could have a negative effect upon the value of the property. Since the appraisers have no direct evidence relating to this issue, possible noncompliance with the requirements of ADA in estimating the value of the property has not been considered.

An appraisal related to an estate in land that is less than the whole fee simple estate applies only to the fractional interest involved. The value of this fractional interest plus the value of all other fractional interests may or may not equal the value of the entire fee simple estate considered as a whole.

The appraisal report related to a geographical portion of a larger parcel is applied only to such geographical portion and should not be considered as applying with equal validity to other portions of the larger parcel or tract. The value for such geographical portions plus the value of all other geographical portions may or may not equal the value of the entire parcel or tract considered as an entity.

The appraisal is subject to any proposed improvements or additions being completed as set forth in the plans, specifications, and representations referred to in the report, and all work being performed in a good and workmanlike manner. The appraisal is further subject to the proposed improvements or additions being constructed in accordance with the regulations of the local, county, and state authorities. The plans, specifications, and representations referred to are an integral part of the appraisal report when new construction or new additions, renovations, refurbishing, or remodeling applies.

If this appraisal is used for mortgage loan purposes, the appraisers invite attention to the fact that (1) the equity cash requirements of the sponsor have not been analyzed, (2) the loan ratio has not been suggested, and (3) the amortization method and term have not been suggested.

The function of this report is <u>not</u> for use in conjunction with a syndication of real property. This report cannot be used for said purposes and, therefore, any use of this report relating to syndication activities is strictly prohibited and unauthorized. If such an unauthorized use of this report takes place, it is understood and agreed that Pomeroy Appraisal Associates of Florida, Inc. has no liability to the client and/or third parties.

Acceptance of and/or use of this appraisal report constitutes acceptance of the foregoing General Underlying Assumptions and General Limiting Conditions. The appraisers' duties, pursuant to the employment to make the appraisal, are complete upon delivery and acceptance of the appraisal report. However, any corrections or errors should be called to the attention of the appraisers within 60 days of the delivery of the report.

This report is intended for use only by the identified client and identified other known intended users stated within the cover letter. Use of this report by others is not intended by the appraiser.

IMPORTANT DEFINITIONS

Definition of Market Value:
The most probable price which a property should bring in a competitive and open market under all condition's requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well-informed or well-advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Market Value Comments: The factors of utility, scarcity, desire and effective purchasing power are apparent in the definition. The implication that buyer and seller are working under equal pressure is seldom completely true, although typical motivation for each does imply a reasonable balance for a market value transaction.

Market prices do not necessarily follow all of these concepts and are often affected by salesmanship and the urgency and need of the buyer and/or seller. The central difference between market price and market value lies in the premise of knowledge and willingness both of which are contemplated in market value, but maybe not in market price. Stated differently, at any given moment of time, market value denotes what a property is actually worth under certain specified conditions, while market price denotes what it actually sold for.

Probability of Value Change: The market value of the property appraised in the report is estimated as of the aforementioned date. Constantly changing economic, social, political and physical conditions have varying effects upon real property values. Even after the passage of a relatively short period of time, property values may change substantially and require a review of the appraisal and recertification.

Definition of Fee Simple Estate or Interest:
Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (The Dictionary of Real Estate Appraisal, Sixth Edition, by Appraisal Institute, 2015)

Definition of Highest and Best Use:
The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability. (The Dictionary of Real Estate Appraisal, Sixth Edition, by Appraisal Institute, 2015)

The definition immediately preceding applies specifically to the highest and best use of land and/or property. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may very well be concluded to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use.

Also implied is that the estimation of highest and best use results from judgment and analytical skill, i.e., that the use concluded from analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use represents the foundation on which market value rests. In the context of most probable selling price (market value), another appropriate term to reflect highest and best use would be most probable use. In the context of investment value, an alternative term would be most profitable use.

The highest and best use of both, land as though vacant and property as improved, must meet four criteria. The highest and best use must be (1) physically possible, (2) legally permissible, (3) financially feasible, and (4) maximally productive. These criteria are usually considered sequentially; a use may be physically possible, but this is irrelevant if it is feasiblely impossible or legally prohibited. Only when there is a reasonable possibility that one of the prior, unacceptable conditions can be changed is it appropriate to proceed with the analysis. If, for example, current zoning does not permit a potential highest and best use, but there is a possibility that the zoning can be changed, the proposed use can be considered on that basis. A full analysis may be included in the report when the conclusions are based on techniques applied to identify the highest and best use among two or more potential uses. (The Appraisal of Real Estate, 14th Edition by Appraisal Institute, 2013)

VALUE AS IS: The value of specific ownership rights to an identified parcel of real estate as of the effective date of the appraisal; relates to what physically exists and is legally permissible and excludes all assumptions concerning hypothetical market conditions or possible rezoning.

Volusia County

Florida's 12th most populous county

with 2.6% of Florida's population



Population

Census Population	Volusia County	Florida
1980 Census	258,762	9,746,961
1990 Census	370,737	12,938,071
2000 Census	443,343	15,982,824
2010 Census	494,593	18,801,332
2020 Census	553,543	21,538,187
% change 2010-2020	11.9%	14.6%
Age		
% Under 18 years of age	17.2%	19.5%
% Aged 65 and over	25.7%	21.2%
% Median age	48.2	43.0
Gender		
% Male	48.7%	48.6%
% Female	51.3%	51.4%
Race (alone) & Ethnicity		
% Not Hispanic-White	68.6%	51.5%
% Not Hispanic-Black or African American	10.0%	14.5%
% Not Hispanic-American Indian and Alaska Native	0.2%	0.2%
% Not Hispanic-Asian	1.9%	2.9%
% Not Hispanic-Native Hawaiian and Other Pacific Islander	0.0%	0.1%
% Not Hispanic-Some Other Race	0.5%	0.6%
% Not Hispanic-Two or More Races	3.9%	3.7%
% Hispanic or Latino (of any race)	14.9%	26.5%

Population Estimates

	Volusia County	Florida
2021 Estimate	563,358	21,898,945
% change 2020-2021	1.8%	1.7%
2022 Estimate	572,815	22,276,132
% change 2020-2022	3.5%	3.4%
2023 Estimate	583,505	22,634,867
% change 2020-2023	5.4%	5.1%
2024 Estimate	594,643	23,014,551
% change 2020-2024	7.4%	6.9%
Based on 2023 Estimate		
2025	598,919	23,292,200
2030	630,921	24,698,545
2035	657,194	25,814,954
2040	678,574	26,682,030
2045	695,705	27,409,376
2050	709,916	28,065,018

Population Characteristics

	Volusia County	Florida
(% of total persons aged 5 and over)		
Speak only English	84.9%	69.9%
Speak a language other than English	15.1%	30.1%
Speak English "very well"	11.5%	18.0%
Place of birth		
Foreign born	8.5%	21.4%
Veteran status		
Civilian population 18 and over	10.1%	7.7%

Migration

Residence 1 Year Ago Persons aged 1 and over	Volusia County	Florida
Same house	87.8%	86.0%
Different house in the U.S.	11.7%	13.0%
Same county in Florida	5.2%	6.9%
Different county in Florida	3.8%	3.1%
Different county in another state	2.6%	3.0%
Abroad	0.5%	1.0%

Real Gross Domestic Product

Real GDP (Thousands of Chained 2017 Dollars)	Volusia County	Florida
2017 GDP	17,886,662	1,014,866,863
Percent of the State	1.8%	
2018 GDP	18,452,820	1,050,433,812
Percent of the State	1.8%	
2019 GDP	18,903,505	1,084,913,903
Percent of the State	1.7%	
2020 GDP	18,956,514	1,069,758,799
Percent of the State	1.8%	
2021 GDP	20,030,621	1,170,526,307
Percent of the State	1.7%	
2022 GDP	21,063,169	1,239,883,625
Percent of the State	1.7%	
2023 GDP	21,986,706	1,292,787,615
Percent of the State	1.7%	

Population by Housing Type

	Volusia County	Florida
Household Population	536,793	21,073,604
Household Population per Occupied Housing Unit	2.31	2.47
Group Quarters Population	16,750	464,583

Housing

Housing Counts	Volusia County	Florida
Housing units, 2020 Census	272,325	9,865,350
Occupied	232,301	8,529,067
Vacant	40,024	1,336,283

Building Permits

Units Permitted	Volusia County	Florida
2000	3,587	155,269
2010	715	38,679
2020	4,581	164,074
2021	5,196	213,494
2022	5,298	211,962
2023	4,553	193,788

Density

Persons per square mile	Volusia County	Florida
2000	401.9	296.4
2010	449.2	350.6
2020	502.6	401.4
2023	529.8	421.9
2024	539.9	429.0

Households and Family Households

Households	Volusia County	Florida
Total households, 2000 Census	184,723	6,338,075
Family households, 2000 Census	120,064	4,210,760
% with own children under 18	37.0%	42.3%
Total households, 2010 Census	208,236	7,420,802
Family households, 2010 Census	130,386	4,835,475
% with own children under 18	34.6%	40.0%
Average Household Size, 2010 Census	2.31	2.48
Average Family Size, 2010 Census	2.84	3.01
Total households, 2020 Census	232,301	8,529,067
Family households, 2020 Census	144,939	5,571,482
% with own children under 18	30.8%	36.0%

According to Census definitions, a household includes all of the people who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated people who share living quarters. A family includes a householder and one or more other people living in the same household who are related to the householder by birth, marriage, or adoption.
Census counts may be corrected for Census Count Question Resolution (CQR).

Employment and Labor Force

Establishments 2023	Volusia County	Florida
All industries	16,865	878,947
Natural Resource & Mining	119	5,771
Construction	2,066	82,738
Manufacturing	531	25,599
Trade, Transportation and Utilities	3,010	151,500
Information	249	19,752
Financial Activities	1,676	95,132
Professional & Business Services	3,741	226,936
Education & Health Services	1,923	100,498
Leisure and Hospitality	1,688	66,309
Other Services	1,307	59,548
Government	129	5,830

Establishments % of All Industries	Volusia County	Florida
All industries	16,865	878,947
Natural Resource & Mining	0.7%	0.7%
Construction	12.3%	9.4%
Manufacturing	3.1%	2.9%
Trade, Transportation and Utilities	17.8%	17.2%
Information	1.5%	2.2%
Financial Activities	9.9%	10.8%
Professional & Business Services	22.2%	25.8%
Education & Health Services	11.4%	11.4%
Leisure and Hospitality	10.0%	7.5%
Other Services	7.7%	6.8%
Government	0.8%	0.7%

Average Annual Employment % of All Industries, 2023	Volusia County	Florida
All industries	186,402	9,678,557
Natural Resource & Mining	0.7%	0.7%
Construction	6.5%	6.5%
Manufacturing	6.5%	4.4%
Trade, Transportation and Utilities	20.1%	20.2%
Information	0.7%	1.6%
Financial Activities	4.3%	6.9%
Professional & Business Services	10.5%	16.7%
Education & Health Services	20.3%	15.1%
Leisure and Hospitality	15.8%	13.4%
Other Services	2.8%	3.0%
Government	11.4%	11.2%

Industries may not add to the total due to confidentiality and unclassified.

Average Annual Wage 2023	Volusia County	Florida
All industries	$51,987	$66,446
Natural Resource & Mining	$31,794	$46,398
Construction	$57,538	$66,902
Manufacturing	$62,555	$78,331
Trade, Transportation and Utilities	$43,283	$59,161
Information	$83,577	$112,704
Financial Activities	$73,701	$101,130
Professional & Business Services	$62,321	$83,076
Education & Health Services	$61,907	$63,868
Leisure and Hospitality	$28,482	$35,528
Other Services	$40,217	$49,293
Government	$57,753	$67,715

Labor Force as Percent of Population Aged 18 and Older	Volusia County	Florida
2000	59.3%	63.7%
2010	58.8%	61.8%
2020	54.2%	58.1%
2021	55.5%	59.1%
2022	55.9%	59.8%
2023	56.4%	60.4%

Unemployment Rate	Volusia County	Florida
2000	3.4%	3.7%
2010	11.9%	10.8%
2020	8.0%	8.1%
2021	4.7%	4.7%
2022	3.3%	3.0%
2023	3.3%	2.9%

Income and Financial Health

Personal Income ($000s)	Volusia County	Florida
2000	$10,590,073	$471,588,082
2010	$16,667,437	$730,690,145
% change 2000-2010	57.4%	54.9%
2020	$26,246,788	$1,220,782,745
% change 2010-2020	57.5%	67.1%
2021	$29,365,329	$1,358,786,260
% change 2020-2021	11.9%	11.3%
2022	$30,428,742	$1,436,107,237
% change 2021-2022	3.6%	5.7%
2023	$32,955,808	$1,553,426,399
% change 2022-2023	8.3%	8.2%

Per Capita Personal Income	Volusia County	Florida
2000	$23,801	$29,387
2010	$33,718	$38,778
% change 2000-2010	41.7%	32.0%
2020	$47,225	$56,540
% change 2010-2020	40.1%	45.8%
2021	$51,848	$62,242
% change 2020-2021	9.8%	10.1%
2022	$52,494	$64,557
% change 2021-2022	1.2%	3.7%
2023	$55,824	$68,703
% change 2022-2023	6.3%	6.4%

Earnings by Place of Work ($000s)	Volusia County	Florida
2000	$5,245,461	$308,751,767
2010	$7,755,849	$439,036,383
% change 2000-2010	47.9%	42.2%
2020	$11,386,919	$684,270,758
% change 2010-2020	46.8%	55.9%
2021	$12,675,636	$771,654,020
% change 2020-2021	11.3%	12.8%
2022	$13,693,819	$841,921,275
% change 2021-2022	8.0%	9.1%
2023	$14,772,043	$908,440,362
% change 2022-2023	7.9%	7.9%

Median Income	Volusia County	Florida
Median Household Income	$66,581	$71,711
Median Family Income	$79,459	$86,127

Workers Aged 16 and Over	Volusia County	Florida
Place of Work in Florida		
Worked outside county of residence	19.1%	17.2%
Travel Time to Work		
Mean travel time to work (minutes)	27.1	28.0

Percent in Poverty, 2023	Volusia County	Florida
All ages in poverty	11.9%	12.4%
Under age 18 in poverty	19.3%	16.0%
Related children age 5-17 in families in poverty	18.2%	15.3%

Personal Bankruptcy Filing Rate (per 1,000 population)	Volusia County	Florida
12-Month Period Ending September 30, 2022	1.32	1.14
12-Month Period Ending September 30, 2023	1.34	1.16
State Rank	9	NA

NonBusiness Chapter 7 & Chapter 13

Reported County Government Revenues and Expenditures

Revenue 2021-22	Volusia County	Florida*
Total - All Revenue Account Codes ($000s)	$1,634,431.3	$100,987,094.3
Per Capita $	$2,853.33	$4,753.99
% of Total	100.0%	100.0%
General Government Taxes ($000s)	$383,359.6	$38,773,224.6
Per Capita $	$669.26	$1,825.26
% of Total	23.5%	38.4%
Permits, Fee, and Special Assessments ($000s)	$55,965.0	$4,209,936.0
Per Capita $	$97.70	$198.18
% of Total	3.4%	4.2%
Intergovernmental Revenues ($000s)	$131,654.0	$8,275,034.7
Per Capita $	$229.84	$389.55
% of Total	8.1%	8.2%
Charges for Services ($000s)	$234,396.9	$25,774,652.2
Per Capita $	$409.20	$1,213.35
% of Total	14.3%	25.5%
Judgments, Fines, and Forfeits ($000s)	$3,115.2	$2,289,306.5
Per Capita $	$5.44	$107.77
% of Total	0.2%	2.3%
Miscellaneous Revenues ($000s)	$623,763.9	$8,397,909.0
Per Capita $	$1,088.94	$395.33
% of Total	38.2%	8.3%
Other Sources ($000s)	$202,176.7	$13,267,031.3
Per Capita $	$352.95	$624.55
% of Total	12.4%	13.1%

* All County Governments Except Duval - The consolidated City of Jacksonville / Duval County figures are included in municipal totals rather than county government totals.

** (Not Court-Related)

Expenditures 2021-22	Volusia County	Florida*
Total - All Expenditure Account Codes ($000s)	$1,540,760.33	$87,375,419.16
Per Capita $	$2,689.80	$4,113.22
% of Total	100.0%	100.0%
General Government Services** ($000s)	$769,278.11	$36,715,485.34
Per Capita $	$1,342.98	$1,728.39
% of Total	49.9%	42.0%
Public Safety ($000s)	$241,090.49	$13,363,472.90
Per Capita $	$420.89	$629.09
% of Total	15.6%	15.3%
Physical Environment ($000s)	$77,486.81	$5,823,076.34
Per Capita $	$135.27	$274.12
% of Total	5.0%	6.7%
Transportation ($000s)	$101,699.60	$6,146,973.86
Per Capita $	$177.54	$289.37
% of Total	6.6%	7.0%
Economic Environment ($000s)	$42,806.83	$2,095,127.71
Per Capita $	$74.73	$98.63
% of Total	2.8%	2.4%
Human Services ($000s)	$48,062.77	$4,845,695.64
Per Capita $	$83.91	$228.11
% of Total	3.1%	5.5%
Culture / Recreation ($000s)	$56,255.27	$2,101,309.57
Per Capita $	$98.21	$98.92
% of Total	3.7%	2.4%
Other Uses and Non-Operating ($000s)	$162,593.03	$12,196,205.02
Per Capita $	$283.85	$574.14
% of Total	10.6%	14.0%
Court-Related Expenditures ($000s)	$41,487.43	$4,088,072.79
Per Capita $	$72.43	$192.45
% of Total	2.7%	4.7%

Quality of Life

Crime	Volusia County	Florida
Crime rate, 2020 (index crimes per 100,000 population)	1,986.5	2,158.0
Admissions to prison FY 2023-24	1,211	27,227
Admissions to prison per 100,000 population FY 2023-24	203.7	118.3

Health Insurance Status

Percent Insured by Age Group	Volusia County	Florida
Under 65 years	87.2%	86.1%
Under 19 years	93.9%	92.7%
18 to 64 years	85.1%	83.8%

Education

Public Education Schools Traditional Setting (2023-24)	Volusia County School District	Florida
Total (state total includes special districts)	80	3,787
Elementary	48	1,877
Middle	12	565
Senior High	11	729
Combination	9	616

Educational attainment Persons aged 25 and older	Volusia County	Florida
% HS graduate or higher	91.9%	89.6%
% bachelor's degree or higher	27.2%	33.2%

State and Local Taxation

2024	Volusia County	
	County-Wide	Not County-Wide*
County	3.2007	0.3418
School	5.2850	
Municipal		4.4081
Special Districts	2.5966	1.7944

*MSTU included in Not County-Wide "County" category

State Infrastructure

Transportation	Volusia County	Florida
State Highway		
Centerline Miles	359.6	12,189.9
Lane Miles	1,417.5	45,742.2
Conservation Land (land acres only)		
State-Owned (includes partially-owned)	138,822	5,689,323
% of Total Conservation Land (CL)	62.0%	54.9%
% of Total Area Land	19.7%	16.6%
% of Florida State-Owned CL	2.4%	

Other County Profiles

Criminal Justice County Profiles

School District Profiles

Prepared by:
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December 2024

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600 N. RIDGEWOOD AVE., SUITE A, EDGEWATER, FL 32132 • TEL. 386-423-5110 • FAX 386-423-3066

RONALD S. CROUSE, ASA, CRA, IFAS

PRESIDENT POMEROY APPRAISAL ASSOCIATES OF FL. INC

CERTIFICATION AND LICENSES

Florida State-certified general real estate appraiser RZ670
Florida Real Estate Licensed Broker BL463693
FHA Approved Appraiser FLRZ670
VA Approved Appraiser #5005160
Green Qualified

PROFESSIONAL EXPERIENCE

1986 - Present	-	**Pomeroy Appraisal Associates of Fl. Inc.**
1985 – 1986	-	State of Florida Building Subcontractor
1976 – 1985	-	State of New York Building Contractor

EXPERT TESTIMONY

Has been qualified and presented testimony as an expert witness in Federal Bankruptcy Court of Orlando and Jacksonville, FL, United States District Court Middle District of Florida Orlando Division, and Circuit Court of Volusia, Seminole, and Brevard Counties.

PROFESSIONAL AFFILIATIONS

Designated - Member – (**ASA**) Accredited Sr. Appraiser - American Society of Appraisers
Designated - Member (**CRA**) - National Ass. of Review App. & Mort. Underwriters
Designated - Member – **(IFAS)** National Association of Independent Fee Appraisers
Member of National Association of Realtors

REAL ESTATE RELATED EDUCATION

Required Appraisal Institute Courses for Appraiser Designation

AIREA - Principles Course
AIREA - Standards of Professional Practice Course
AIREA - Basic Valuation
AIREA - Capitalization Theory and Techniques, Part A
AIREA - Capitalization Theory and Techniques, Part B
AIREA - Case Studies in Real Estate Valuation
AIREA - Valuation Analysis and Report
AI - Highest and Best Use and Market Analysis
AI - Advanced Sales Comparison and Cost Approach

Additional Real Estate Courses

AI - Real Estate Finance Statistics and Valuation Modeling
AIREA - Residential Valuation
AIREA - Litigation Valuation
AIREA - Computer Assisted Investment Analysis
Architectural Drafting and Blueprint Reading Courses
Florida Real Estate Course #1
BITA - Home Inspection Course
Appraising Green Homes: Construction Methods and Trends
Appraising Green Homes: Valuation Techniques and Applications

Partial List of Seminars

Rates, Ratios and Reasonableness
Principles of Capitalization
Standards of Professional Practice, Part B
Understanding Limited App. & Rep. Options
USPAP/Law Update
Marshall and Swift Comm. Cost Est. Seminar
Standards of Professional Practice, Part C
IRWA Easement Valuation
Real Estate Appraisal Methods
Standards of Professional Practice, Part A
Business Valuation, Parts 1 and 2
The Appraisers Complete Review Seminar
Accrued Depreciation Seminar
Eminent Domain
Appraising 2 to 4-Family Residence
Business Practices and Ethics

PARTIAL LIST OF PROPERTY TYPES APPRAISED

Vacant Land:	Urban, rural, commercial, multi-family, industrial, planned development, residential, agricultural, and mixed use.
Improved Properties:	Residential, commercial, industrial, multi-family, shopping centers, planned developments, professional/medical office buildings, time share projects, and mixed use properties.
Special Use Properties:	Golf courses, marinas, billboards, railroad right-of-way, road right-of-way, and wetlands.
Partial Interest:	Leasehold/leased fee, utility easements, drainage easements, construction easements, eminent- domain valuations, land leases, and Limited Partnerships.
Review:	Review experience for FDOT, St. Johns Water Mgt. Brevard County Property Acquisition, Various Banks and Attorneys.
Litigation:	Ronald Crouse Has been qualified and presented testimony as an expert witness in Federal Bankruptcy Court of Orlando and Jacksonville, FL, United States District Court Middle District of Florida Orlando Division, and Circuit Court of Volusia, Seminole, and Brevard Counties.

Engaged full-time in professional appraisal and counseling services related to all types of real estate for a wide variety of clients, including Banks, local and state government agencies, attorneys, and private clients.

PARTIAL LIST OF CLIENTS - PAAFL

Government Agencies

St Johns Water Management
Division of State Lands, Trust for Public Lands
Florida Communities Trust
Florida Department of Environmental Protection
Seminole, Volusia, Brevard, Flagler, Lake Counties Various cities and municipalities
Florida Department of Transportation

Partial List of Lending Institutions

National Bank of Commerce
Reunion Bank
Seacoast Bank
Ameris Bank
Regions Bank
Wells Fargo
Iberia Bank
Truist Bank

RAIL CORRIDOR ASSIGNMENTS COMPLETED

- Rail assignment for the State of Arizona Department of Revenue in connection with a tax proceeding, involving all operating real estate owned by the Southern Pacific Railroad Company in that state.
- Assignment 81-mile rail corridor owned by CSXT for the Florida Department of Transportation. Highest and best use was for continued transportation corridor use.
- Assignment included the appraisal of a number of surplus parcels of real estate spread throughout the Twin Cities of Minneapolis and St. Paul.
- Assignment Florida East Coast Railway for the Florida Department of Revenue, beginning in Duval County and terminating in Dade, County.
- Assignment a 239± mile active rail corridor owned by (CP) Canadian Pacific Railroad for use in conjunction with its proposed abandonment. The right-of-way covered a six (6) county area, across the entire state of Maine, from Vanceboro to the Quebec border.
- Assisted Florida Power & Light Co. with lands of Florida East Coast Railroad.
- Assisted City of West Palm Beach, Florida, regarding FEC Railroad.
- Helped prepared a fiber-optics rental study of American Major Class I Railroads on behalf of Canadian Pacific Limited. Suppliers and users of railroad corridors, as well as alternative routes (i.e., pipelines, highways, transmission lines, etc.) were interviewed.
- OGT/Jacksonville - Baldwin Trail Extension, BA# 07-6522
  2.03± miles CSX Railroad, Duval & Nassau County
  Estimated Market Value using across-the-fence (ATF) method with consideration of Enhancement Factor.
- OGT/Alachua Rail Trail, BA# 04-5945B
  2.33± miles CSX Railroad Gainesville, Alachua County
  Estimated Market Value using across-the-fence (ATF) method with consideration of Enhancement Factor.
- OGT Brevard/Volusia Rail Trail, BA# 03-5663
  51± miles FEC Railroad, Brevard/Volusia County
  Estimated Market Value using ATF method with consideration of Enhancement Factor.
- Central Florida Commuter Rail
  61± miles CSX Railroad, Volusia, Seminole, Orange and Osceola Counties
  Estimated Market Value using ATF method with consideration of Enhancement Factor.
- Maitland Avenue Extension Various segments of railroad
  CSX Railroad, Orange County
  Estimated Market Value using ATF method with consideration of Enhancement Factor.
- Seminole County Rails to Trails
  5± miles CSX Railroad, Seminole County
  Estimated Market Value using ATF method with consideration of Enhancement Factor.
- Proposed Ludlum Greenway Trail
  6.2± miles FEC Railroad, Miami-Dade County
  Estimated Market Value using ATF method with consideration of Enhancement Factor.

APPRAISAL AND REVIEW EXPERIENCE:

Pomeroy Appraisal Associates has been doing Eminent Domain Appraisals for the last 30 years.

Sample of Major Eminent Domain projects by Mr. Crouse (Appraiser of Record):

Project	Client	Year	Attorney	No. of Parcels
Old Kings Road Widening, Palm Coast Flagler County	City of Palm Coast	current	N/A	40
Road Widening, SR 442 interchange with I-95 in Edgewater Volusia County	City of Edgewater	2016	Erin Wolfe	1
6.2-mile FEC Railroad Corridor Miami-Dade County	Trust for Public Lands	2014	N/A	N/A
Palm Coast Pkwy & Old Kings Road Flagler County	City of Palm Coast	2012	N/A	15+

Review Experience:
Sample of review work done for *FDOT*, SJWMD, etc. by Mr. Crouse (Appraiser of Record):

Project	Client	Year	Attorney	No. of Parcels
Multiple Parcels	SJRWM	Current	N/A	2
Multiple Parcels	SJRWM	2020	N/A	3
Multiple Parcels	SJRWM	2019	N/A	6
Multiple Parcels	SJRWM	2018	N/A	12
Widening of SR 417 in Oviedo Seminole County	Florida Turnpike Authority	2016	N/A	1
SR 15 (US 17) in Satsuma Putnam County	FDOT	2014	N/A	36
SR 313 St. Johns County	FDOT	2014	N/A	24

Sample of assignments completed years 2019 to present for local government agencies

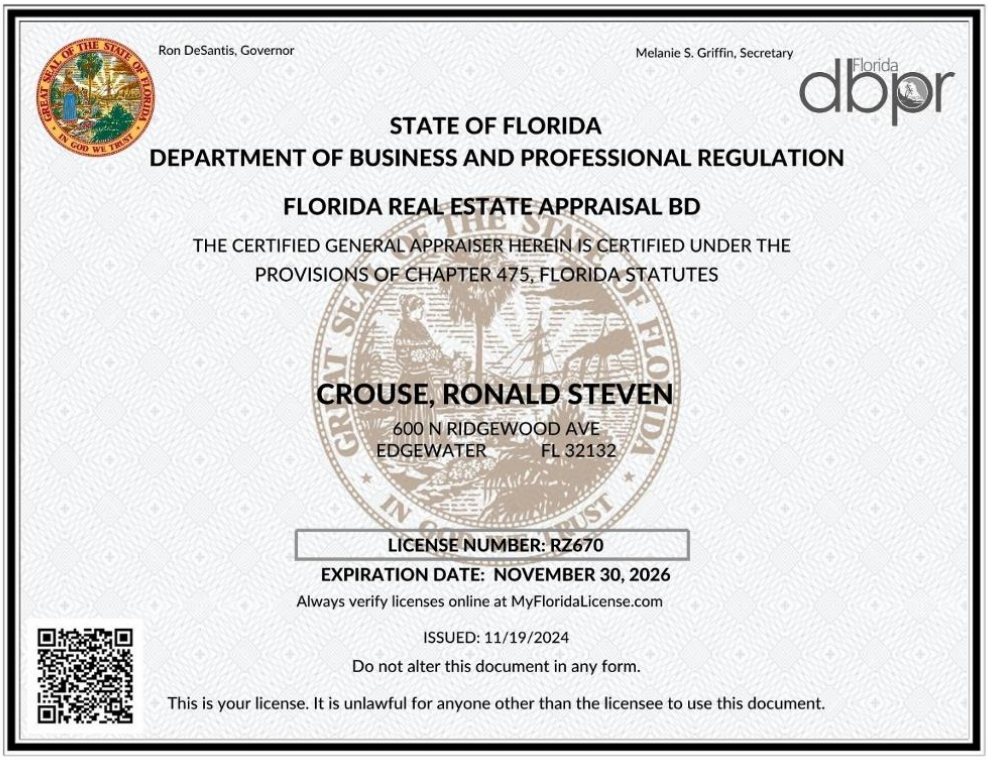
219.005	448	SHORES BLVD	ST AUGUSTINE	ST JOHNS CNTY - JESSICA	OLD FIRE STATION PROPERTY
219.007		STRAWN PARTIAL SURPLUS	VOLUSIA CNTY	SJRWMD	REVIEW
219.009		OLD MOULTRIE RD	ST AUGUSTINE	ST JOHNS CNTY - LAURIE	LAND ACQUISITION
219.013	2490	OLD MOULTRI ROAD	ST AUGUSTINE	ST JOHNS CNTY=LAURIE	LAND ACQUISITION
219.014	572	WASHINGTON ST	NSB	CITY OF NSB	SINGLE FAMILY ACQUISITION
219.016	2375	OLD MOULTRIE ROAD	ST AUGUSTINE	ST JOHNS CNTY-LAURIE	LAND ACQUISITION
219.018		BAYARD CONSERVATION AREA	CLAY COUNTY	SJRWMD	REVIEW
219.019		FDOT MITIGATION	PUTNAM CO.	SJRWMD	REVIEW
219.020	4190	SPRUCE CREEK ROAD	PORT ORANGE	CITY OF PORT ORANGE	SINGLE FAMILY ACQUISITION
219.024		VILANO ROAD	ST AUGUSTINE	ST JOHNS CNTY-DEBBIE	VACANT WATERFRONT LAND
219.027		SUNGARDEN ROAD	CLAY COUNTY	SJRWMD	REVIEW
219.028		EAST HAMPTON BLVD	PALM COAST	CITY OF PALM COAT	LAND ACQUISITION
219.029		BOOKER STREET	EDGEWATER	CITY OF EDGEWATER	LAND ACQUISITION
219.030		TECHNOLOGY BLVD	DAYTONA BCH	VOL CO SCHOOL BOARD	IMPROVED OFFICE
219.031	401	TIMAQUAN TRAIL	EDGEWATER	CITY OF EDGEWATER	LAND ACQUISITION
219.033		EUCLID AVENUE	ST AUG BEACH	ST JOHNS CTY-LAURIE	LAND ACQUISITION
219.034		MALABAR ROAD PROPERTY	MALABAR	SJRWMD	REVIEW/ 2 REPORTS
219.035		NSB AIRPORT	NSB	RHONDA WALKER	3 PARCELS IMPROVED
219.038		WINTON CIRCLE	ST JOHNS CTY	ST JOHNS CTY-LAURIE	EASEMENT ROW
219.040		JUSTICE LANE	BUNNELL	FLAGLER COUNTY	LAND ACQUISITION
219.041		RIDEOUT POINT	CLAY COUNTY	SJRWMD	VACANT LAND-REVIEW/ 2 REPORTS
220.003		CR 464C	MARION CTY	SJRWMD	REVIEW
220.005		TURNBULL CREEK PARCELS	NSB	CITY OF NSB	PHASE 1 - MULTIPLE/ACQUISITION
220.007	3641	S. RIDGEWOOD AVE	PORT ORANGE	CITY OF PORT ORANGE	OFFICE & LAND
220.011		THREE FORKS	BREVARD/VOL	SJRWMD	REVIEW - VACANT LAND
220.014	11	INDUSTRY DRIVE	PALM COAST	CITY OF PALM COAST	INDUSTRIAL LAND
220.018		HARRIS FERN HOLDINGS	PUTNAM CO.	SJRWMD	REVIEW - VACANT LAND
220.021		SR 207 & OLD DIXIE HWY	ST. JOHNS COUNTY	ST. JOHNS CO.	COMM BLDG & VACANT LAND
220.022		SR 16	ST. JOHNS COUNTY	ST. JOHNS CO.	LAND ACQUISITION/PUD
220.023	111	PORPOISE POINT	ST. JOHNS COUNTY	ST. JOHNS CO.	DRAINAGE EASEMENT ROW
220.025		SR 16	ST. JOHNS COUNTY	ST. JOHNS CO.	LAND ACQUISITION
220.027		SR 44 & CR 4139	DELAND	VOL. CO. SCHOOL BOARD	LAND ACQUISITION
220.030		TURNBULL CREEK P# 95, 96, 109	NSB	CITY OF NSB	LAND ACQUISITION
220.031	405	PORPOISE POINT	ST. JOHNS COUNTY	ST. JOHNS CO.	DRAINAGE EASEMENT ROW
220.032		FLAGLER AV & WASHINGTON ST	NSB	CITY OF NSB	COMM BLDG & VACANT LAND
220.033	31	JAROSZ STREET	PALM COAST	CITY OF PALM COAST	SINGLE FAMILY RESIDENCE/ACQUISITION
220.035		WEYERHAUSER PROPERTY	CLAY COUNTY	SJRWMD	VACANT LAND-REVIEW
220.036	214	COLUMBUS AVE	NSB	CITY OF NSB	SINGLE FAMILY RESIDENCE
221.001	2650 & 2700	N DIXIE FREEWAY	NSB	CITY OF NSB	OFFICE BUILDING
221.005	801	SOUTH STREET	NSB	CITY OF NSB	LAND LEASE
221.007		ST. JOHNS AVE	HASTING SJC	ST. JOHNS COUNTY	LAND ACQUISITION/2 PARCESL
221.008		NOVA & BIG TREE	DAYTONA BEACH	VOLUSIA COUNTY SB	LAND ACQUISITION
221.009		AG CENTER DRIVE	ST. AUGUSTINE	ST. JOHNS COUNTY	SHOOTING RANGE
221.011	1500	LEXINGTON AVE	DELAND	VOL CO SCHOOL BOARD	LAND ACQUISITION/INDUSTRIAL
221.012		US 1	OAK HILL	CITY OF OAK HILL	LAND ACQUISITION
221.014	4951	STATE ROAD 207	ST JOHNS COUNTY	ST. JOHNS COUNTY	LAND ACQUISITION
221.016	124	INDUSTRIAL PARK AVE	NSB	CITY OF NSB	LAND ACQUISITION
221.018		TOMOKA RIVER	ORMOND BEACH	SJRWMD	VACANT LAND REVIEW/ 2 SEP REVIEWS
221.025		US 192	BREVARD CO.	SJRWMD	REVIEW WETLANDS-SAFFAN
221.026		US 192	BREVARD CO.	SJRWMD	REVIEW WETLANDS-SAFFAN
221.027	301	SMITH STREET	NSB	CITY OF NSB	LAND ACQUISITION
221.028		TOWN CENTER DRIVE	PALM COAST	CITY OF PC	LAND ACQUISITION
221.029		STATE ROAD 16	ST JOHNS COUNTY	ST JOHNS COUNTY	LAND ACQUISITION
221.030		SE HWY 464C	MARION COUNTY	SJRWMD	VACANT LAND REVIEW
221.032		BAYARD POINT	CLAY COUNTY	SJRWMD	VACANT LAND REVIEW/ 3 SEP REVIEWS
221.038	3441-3459	Ridgewood Ave	PORT ORANGE	City of Port Orange	LAND ACQUISITION
"	3814	Halifax Drive	PORT ORANGE	City of Port Orange	LAND ACQUISITION

222.001	3080	COASTAL HIGHWAY	VILANO BEACH	ST JOHNS COUNTY	LAND ACQUISITION/OCEAN FRONT
222.002	218	GAINES ST	OAK HILL	City of Oak Hill	LAND ACQUISITION
222.003		BAYARD POINT	CLAY COUNTY	SJRWMD	VACANT LAND REVIEW/ 3 SEP REVIEWS
222.006	45	CUBBEDGE ROAD	ST JOHNS COUNTY	ST JOHNS COUNTY	OCEANFRONT RESTAURANT
222.007		US HIGHWAY 1	VOLUSIA COUNTY	SJRWMD	VACANT LAND REVIEW/RIVERFRONT
222.008		SR 207	ST JOHNS COUNTY	ST JOHNS COUNTY	LAND ACQUISITION/MIXED USE
222.009		HART AVE DRAINAGE PROJECT	EDGEWATER	CITY OF EDGEWATER	MIXED RES & COMM DRAINAGE EASEMENTS 20 PARCELS
222.013		Matanzas Woods Parkway	PALM COAST	CITY OF PALM COAST	INFRASTRUCTURE EASEMENT ROW
222.018		PALM COAST PKWY	PALM COAST	CITY OF PALM COAST	LAND ACQUISITION
222.019		SR 312	ST JOHNS COUNTY	ST JOHNS COUNTY	LAND ACQUISITION
222.200		AG CENTER DRIVE	ST JOHNS COUNTY	ST JOHNS COUNTY	LAND ACQUISITION
222.022	143	THUNDERBIRD DRIVE	SEBASTIAN	SJRWMD	VACANT LAND REVIEW
223.002	4225 & 4229	PACETTI ROAD	ST AUGUSTINE	ST JOHNS COUNTY	POND EASEMENT ROW
223.003		CR 208	ST AUGUSTINE	ST JOHNS COUNTY	ROW ACQUISITION
223.004		KINGS ESTATE ROAD	ST AUGUSTINE	ST JOHNS COUNTY	LAND ACQUISITION
223.005	180	PINE ISLAND ROAD	ST AUGUSTINE	ST JOHNS COUNTY	ROW ACQUISITION
223.006		TOMOKA FARMS ROAD	PORT ORANGE	PORT ORANGE	LAND ACQUISITION
223.007		TAYLOR CREEK	ORANGE COUNTY	SJRWMD	VACANT LAND REVIEW
223.008		SARTORI EXCHANGE	BREVARD COUNTY	SJRWMD	VACANT LAND REVIEW
223.009		FRENCH AVE	VOLUSIA	Eminent Domain Specialists	REVIEW BORROW PIT
223.010		MATANZAS WOODS PARKWAY	PALM COAST	CITY OF PALM COAST	LAND ACQUISITION 3 PARCELS
223.011	241	RIBERIA STREET	ST AUGUSTINE	ST JOHNS COUNTY	LAND ACQUISITION
223.013	2310	CR 13 SOUTH	ELKTON	ST JOHNS COUNTY	LAND ACQUISITION
223.014		ATLANTIC ROAD	ST AUGUSTINE	ST JOHNS COUNTY	LAND ACQUISITION
223.015		CR 13 North	ST AUGUSTINE	ST JOHNS COUNTY	LAND ACQUISITION
223.017		WHITEVIEW PARKWAY	PALM COAST	CITY OF PALM COAST	LAND ACQUISITION
223.018		FULTON STREET	DAYTONA	VOLUSIA COUNTY SCHOOLS	LAND ACQUISITION
223.019		FULTON STREET	DAYTONA	VOLUSIA COUNTY SCHOOLS	LAND ACQUISITION
223.020	819	MADELINE AVE	PORT ORANGE	CITY OF PORT ORANGE	LAND ACQUISITION
223.021		SR 16 & PACETTI ROAD	ST. AUGUSTINE	ST JOHNS COUNTY	RETENTION POND
223.022	403	PORPOISE POINT DRIVE	VILANO BEACH	ST JOHNS COUNTY	DRAINAGE EASEMENT ROW
223.023	222	cummings street	oak hill	City of oak hill	LAND ACQUISITION
223.024	A & B & C	3 parcels vacant land	NSB	City of NSB	LAND ACQUISITION 3 PARCELS
223.025		PEAVY GRADE ROAD	PALM COAST	CITY OF PALM COAST	LAND ACQUISITION
223.026	2627	HILLTOP ROAD	ST. AUGUSTINE	ST. JOHNS COUNTY	T.C.E./ROW
223.027	2610	HILLTOP ROAD	ST. AUGUSTINE	ST. JOHNS COUNTY	T.C.E./ROW
223.028	2640	HILLTOP ROAD	ST. AUGUSTINE	ST. JOHNS COUNTY	T.C.E./ROW
223.029	2655	HILLTOP ROAD	ST. AUGUSTINE	ST. JOHNS COUNTY	T.C.E./ROW
223.030	2675	ST. AUGUSTINE BLVD	ST AUGUSTINE	ST JOHNS COUNTY	T.C.E./ROW
223.031	1364	KINGS ESTATE ROAD	ST AUGUSTINE	ST JOHNS COUNTY	P.E. & T.C.E./ROW
223.032	1570	WILDWOOD DRIVE	ST. AUGUSTINE	ST. JOHNS COUNTY	SIDEWALK ACQUISITION ROW
223.035		HILLTOP ROAD-PINEDA-FULL TAKE	ST. AUGUSTINE	ST. JOHNS COUNTY	FULL TAKE ROW
223.036		HILLTOP ROAD-TRI STATE	ST. AUGUSTINE	ST. JOHNS COUNTY	T.C.E./ROW
223.037	2705	HILLTOP ROAD-TACKETT	ST. AUGUSTINE	ST. JOHNS COUNTY	T.C.E./ROW
223.038	1405	KINGS ESTATE ROAD-KACHNYCZ	ST. AUGUSTINE	ST. JOHNS COUNTY	P.E. & T.C.E./ROW
223.039	2701	ELSIE ROAD-BROWN	ST. AUGUSTINE	ST. JOHNS COUNTY	FULL TAKE ROW
223.040	1334	KINGS ESTATE ROAD	ST. AUGUSTINE	ST. JOHNS COUNTY	FULL TAKE ROW
223.041	1340	KINGS ESTATE ROAD	ST. AUGUSTINE	ST. JOHNS COUNTY	P.E. & T.C.E./ROW
223.043		MATANZAS WOODS PARKWAY	PALM COAST	CITY OF PALM COAST	HOSPITAL EASEMENT ROW
223.044	VACANT	AIRPORT PARKING LOT	NEW SMYRNA BEACH	CITY OF NSB AIRPORT	LAND ACQUISITION
223.045	504	INDUSTRIAL	NEW SMYRNA BEACH	CITY OF NSB AIRPORT	LAND AND IMP. INDUSTRIAL
223.046	25	BUCKLEY DRIVE	DEBARY	VOLUSIA COUNTY SCHOOLS	LAND ACQUISITION
223.048		SERRAO ACQUISITION	BREVARD COUNTY	SJRWMD	VACANT LAND REVIEW
223.049	7001	A1A SOUTH	CRESCENT BEACH	ST. JOHNS COUNTY	ROW VACANT LAND
223.050		PINE ISLAND ROAD	ST. AUGUSTINE	ST. JOHNS COUNTY	ROW VACANT LAND
224.001		PARRISH ACQUISITION	BREVARD COUNTY	SJRWMD	VACANT LAND REVIEW
224.003	403	Magnolia Street	CITY OF NSB	RON NEIBET	IMPROVEDMULTIUSE
224.004	120	Flagler	CITY OF NSB	RON NEIBET	IMPROVED OFFICE
224.005		DOSTER	CITY OF NSB	RON NEIBET	LAND ACQUISITION

TRIAL EXPERIENCE:

Ronald S. Crouse, ASA CRA, IFAS

Mr. Crouse has considerable experience as an expert witness and has been qualified as an expert in Volusia, Brevard and Seminole counties as well as federal courts in Orlando and Jacksonville, Florida. He was the appraiser of record for Brevard County Beach Restoration project with the issue being public vs. private beach rights which is now used as case law on this subject. He is often involved in providing valuation testimony in divorce cases, deficiency judgments and other types of litigation. *The most recent trial Mr. Crouse had to testify at as an expert witness was the Road Widening of SR 442 interchange with I-95 in Edgewater, Volusia County.*



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

CROUSE, RONALD STEVEN
600 N RIDGEWOOD AVE
EDGEWATER FL 32132

LICENSE NUMBER: RZ670
EXPIRATION DATE: NOVEMBER 30, 2026
Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/19/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

RESTRICTED APPRAISAL REPORT



4.50± ACRES UNIMPROVED LAND

TAX PARCEL #7324-12-05-0010
LOCATED ON THE S/S OF PAIGE AVENUE
NEW SMYRNA BEACH, FL 32168

PREPARED FOR

CITY OF NEW SMYRNA BEACH
C/O MR. RON NEIBERT
ASSISTANT CITY MANAGER
210 SAMS AVENUE
NEW SMYRNA BEACH, FL 32168

AS OF

APRIL 30, 2025

HEFFINGTON & ASSOCIATES, LLC
911 BEVILLE ROAD, STE. 8 / DAYTONA BEACH, FL 32119 / (386) 760-7601 / FAX (386) 760-5161

HEFFINGTON & ASSOCIATES, LLC
911 BEVILLE ROAD, STE. 8 / DAYTONA BEACH, FL 32119 / (386) 760-7601 / FAX (386) 760-5161

May 5, 2025

City of New Smyrna Beach
c/o Mr. Ron Neibert
Assistant City Manager
210 Sams Avenue
New Smyrna Beach, FL 32168

Dear Mr. Neibert:

In accordance with your request, we hereby submit a ***Restricted Appraisal Report*** on the following property:

4.50± ACRES OF UNIMPROVED LAND

TAX PARCEL #7324-12-05-0010
S/S PAIGE AVENUE
NEW SMYRNA BEACH, FL 32168

The purpose of the Restricted Appraisal Report is to form an opinion of *Market Value* for the above referenced property *"As Is",* to a single purchaser on a cash equivalent basis, assuming a reasonable marketing period. This property is appraised as a Fee Simple Estate, subject to typical mortgage loan encumbrances and utility easements. The intended use of the Restricted Appraisal Report is to assist the client in purchase negotiations. The intended user is *The City of New Smyrna Beach, c/o Mr. Ron Neibert.*

After careful investigation, it is our opinion the subject's estimated "*As Is*" **Market Value** of the Fee Simple Estate, as of April 30, 2025, was:

ESTIMATED "AS IS" MARKET VALUE

TWO HUNDRED FIVE THOUSAND DOLLARS

($205,000)

Note: The subject is located on the south side of Paige Avenue, a platted, unopened right-of-way as it fronts the subject site. The value estimate provided in this report assumes the platted right-of-way could be opened to the subject site. This is an extraordinary assumption that may have affected the assignment results.

As requested, we have prepared a Restricted Appraisal Report. Therefore, a significant portion of the appraisal report has been abbreviated, specifically regarding the communication, presentation, and analysis of data. It should also be noted that there is a sufficiency of additional property information and market data retained within the appraiser's files which has been analyzed and serves to support the values and conclusions contained within the attached report. *The value contained within this letter is not valid unless it is attached to the accompanying Restricted Appraisal Report.*

It should be noted that this appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount which would result in the approval of a loan. Furthermore, our compensation is not contingent upon the reporting of a predetermined value, or direction in value, that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

The Appraisal Institute conducts a voluntary program of continuing education for its designated members. Designated members who meet the minimum standards of this program are awarded periodic educational certification. I am currently certified under this program.*

If you should have any questions concerning this report, please do not hesitate to contact our office.

Respectfully submitted,

HEFFINGTON AND ASSOCIATES, LLC

*R. Todd Heffington, MAI
Cert Gen RZ 2368

Martin J. Concannon
Cert Gen RZ 907

RTH:MJC/jd
Enclosures

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ENGAGEMENT LETTER
VOLUSIA COUNTY PROPERTY APPRAISER'S RECORD CARD
LATEST DEED DATED MAY 22, 2015
R-4, VOLUSIA COUNTY URBAN SINGLE FAMILY RESIDENTIAL ZONING ORDINANCE
CURRENT LISTING OF SUBJECT PROPERTY (AS PART OF A LARGER TRACT OF LAND)
NATIONAL WETLAND INVENTORY MAP CLASSIFICATION - SUBJECT PROPERTY
NEIGHBORHOOD MAP
QUALIFICATIONS OF THE APPRAISERS

CERTIFICATION

The undersigned do hereby certify that, except as otherwise noted in this appraisal report:

1. To the best of my knowledge and belief, the statements of fact contained in this appraisal report, upon which the analyses, opinions, and conclusions expressed herein are based, are true and correct.
2. The reported analysis, opinions and conclusions are limited only by the assumptions and limiting conditions and are my personal, impartial, and unbiased professional analysis, opinions, and conclusions.
3. I have no present or prospective interest in the subject property, or the parties involved, that is the subject of this appraisal report.
4. I have no personal interest or bias with respect to the subject matter of this appraisal report nor the parties involved. My employment is not contingent on the amount reported.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The reported analyses, opinions and conclusion were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Uniform Standards of Professional Appraisal Practice.
8. I have made a thorough inspection and careful investigation of the property herein described.
9. Martin J. Concannon, Cert. Gen. RZ 907, provided professional assistance in the data collection, writing and preparation of this appraisal report. The analysis and value conclusions were a joint effort.
10. This appraisal report sets forth all of the limiting conditions (imposed by the terms of my assignment or by the undersigned) affecting the analyses, opinions, and conclusions contained in this report.
11. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
12. That, as of the date of this report, the undersigned has completed the requirements of the continuing education of the Appraisal Institute and is currently certified as a General Real Estate Appraiser by the State of Florida.
13. I certify that, to the best of my knowledge and belief, the reported analyses, opinions, or conclusions were developed, and this report has been prepared in conformity with the requirements of the State of Florida for state-certified appraisals (Florida Statutes, Chapter 475, Part II). The use of this report is subject to the requirements of the State of Florida related to review by the Florida Appraisal Board.
14. The Appraisal Institute conducts a voluntary program of continuing education for its designated members. Designated members who meet the minimum standards of this program are awarded periodic educational certification. I, R. Todd Heffington, MAI, am currently certified under this program.
15. I have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Martin J. Concannon
Cert. Gen. RZ 907
☑ Did ☐ Did Not
Inspect Property

R. Todd Heffington, MAI
Cert. Gen. RZ 2368
☐ Did ☐ Did Not
Inspect Property

HYPOTHETICAL CONDITIONS

1. None

EXTRAORDINARY ASSUMPTIONS AND LIMITING CONDITIONS

1. The subject is located on Paige Avenue, a platted, unopened right-of-way as it fronts the subject site. The value estimate provided in this report assumes the platted right-of-way could be opened to the subject site. This is an extraordinary assumption that may have affected the assignment results.

ASSUMPTIONS AND LIMITING CONDITIONS

1. This appraisal is intended to comply with the Scope of Work requirements enacted July 1, 2006 by the Uniform Standards of Professional Appraisal Practice.

2. This is a Restricted Use Report Format, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice. As such, it does not include discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. The opinions and conclusions set forth in this report may not be understood properly without additional information in the appraiser's work file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

3. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.

4. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.

5. Responsible ownership and competent property management are assumed unless otherwise stated in this report.

6. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

7. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property. The appraisers are not experts in engineering or construction and are not licensed constructions contractors.

8. It is assumed that there are no hidden or unapparent conditions on the property, subsoil, or structures that render it more or less valuable but are not apparent. This appraiser can assume no responsibility for such conditions or for arranging for engineering studies that may be required to discover them.

9. It is assumed that there is full compliance with all federal, state and local environmental regulations and laws unless otherwise stated in this report.
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.

11. It is assumed that all required licenses, certificates of occupancy, or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.

12. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

13. It is assumed that the utilization of the land and improvements is within the boundaries or property liens of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

14. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumptions that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

15. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with requirements of the Americans with Disabilities Act ("ADA") which became effective January 26, 1992. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.

16. Any proposed improvements are assumed to be completed in a professional manner in accordance with the submitted plans and specifications.

17. The distribution, if any, of the total valuation in this report between land and improvements, applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

18. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.

19. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

20. The appraiser, by reason of this report, is not required to give testimony or attend court or any governmental hearing with reference to the property in question, unless arrangements have been previously made therefore.

EXECUTIVE SUMMARY

Property Location:	South side of Paige Avenue, west of Mission Drive, New Smyrna Beach, Volusia County, FL. The subject is located directly behind the New Smyrna Beach Regional Shopping Center.
Property Type Appraised:	Residential Land
Current Owner(s) of Record:	Festival Properties, Inc.
Parcel No(s):	7324-12-05-0010
Brief Legal Description:	LOTS 1 BLK 5 WOODLAND MB 6 PG 134 PER OR 1556 PG 0500 PER OR 6513 PG 1166 PER OR 7124 PGS 2722-2723
Property Rights Appraised:	Fee Simple
Effective Date/Date of Report:	April 30, 2025, May 5, 2025
Site Size:	4.50± Acres
Improvements:	None
Zoning:	R-4A & R4, Single-Family Residential, County of Volusia
Future Land Use Designation:	UMI, Urban Medium Intensity
Highest and Best Use "As If Vacant":	Residential
Market Value Opinion "As Is":	$205,000
Cost Approach -	Not Processed
Income Approach -	Not Processed
Direct Sales Approach -	$205,000
Flood Zone:	The subject site is located in a Flood Zone "AE", Community Panel No. 12127C0540J, dated September 9, 2017. The exact determination should be made by a surveyor. Flood Zone "AE" is an area designated as a high-risk flood zone by FEMA because of its proximity to flood plains, rivers, lakes, and other bodies of water.

PURPOSE OF THE APPRAISAL

The *purpose* of the appraisal is to form an opinion of Market Value of the subject property ***"As Is"***. The property is appraised as a Fee Simple Estate, subject to typical mortgage loan encumbrances and utility easements.

MARKET VALUE DEFINITION

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus." Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and each acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale." [1]

EFFECTIVE DATE OF VALUE/ DATE OF THE APPRAISAL

The *effective date* of the appraisal is April 30, 2025. The *date* of the report is May 5, 2025.

INTENDED USE AND INTENDED USER OF THE APPRAISAL

The intended use of the Restricted Appraisal Report is to assist the client in purchase negotiations. The intended user is *The City of New Smyrna Beach, c/o Mr. Ron Neibert.*

INTEREST VALUED

The subject property is appraised as a Fee Simple Estate. As defined in the Dictionary of Real Estate Appraisal published by the American Institute of Real Estate Appraisers, a Fee Simple Estate is the *"Absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, and taxation."*

LEGAL DESCRIPTION

LOTS 1 BLK 5 WOODLAND MB 6 PG 134 PER OR 1556 PG 0500 PER OR 6513 PG 1166 PER OR 7124 PGS 2722-2723

[1] FDIC Interagency Appraisal and Evaluation Guidelines, December 2, 2010

THREE YEAR SALES HISTORY

Based on a review of the public records, it does not appear as if the subject has transferred within the last three years. The subject property is currently listed, as part of a larger tract of land (24.7 acres), for $1,250,000 or $50,607 per acre and has been on the market for over thirteen months. A copy of the listing is included in the Addenda of this report.

REAL PROPERTY ASSESSMENT

The subject property is currently assessed by the Volusia County Tax Assessor for ad valorem taxes for the year 2024. The Volusia County Council of Governments determines the millage rate used in calculating the tax bill in October of each year. The tax collector issues the tax bill providing for a 4 percent discount of the bill if paid in November, a 3 percent discount for payment in December, a 2 percent discount if paid in January, and a 1 percent discount for payment in February. All taxes be come delinquent after March 31st of each year.

Tax Parcel No.	Assessed Value	Taxable Value	Total Gross Taxes
7324-12-05-0010	$73,508	$75,508	$1,362.16

Taxes for this area are based on a millage rate of 17.60360 for 2024. Based on our analysis of the subject property and the final estimate of value, the assessment appears to be very favorable in the local market in terms of value as previously defined within this report. It should be noted the Volusia County Property Appraiser's assessment has *not* been relied upon in valuing the subject property and the assessment is included herein for informational purposes only.

IDENTIFICATION OF THE SUBJECT PROPERTY

The subject site consists of 4.50± acres of unimproved land, zoned for residential use, located on the south side of Paige Avenue, just west of Mission Drive, in New Smyrna Beach, Volusia County, Florida.

LAND USE PLANNING, ZONING, CONCURRENCY

The subject site is zoned R-4 and R-4A, Urban Single Family, by the County of Volusia. The R-4 classification permits residential uses such as single family dwellings, cluster housing, zero lot line subdivisions, etc. That portion of the subject zoned R-4A lies within the Airport Protection Overlay Zone, which has some height restrictions. The R-4 zoning classification requires a minimum site size of 7,500 square feet and a minimum width of 75 feet. A copy of the R-4 zoning ordinance is presented in the Addenda of this report.

The County's Future Land designation is UMI, Urban Medium Intensity. There are no known pending public developments or regulations likely to have an affect on the future zoning of the subject property. Based on an analysis of various parcels in this area, concurrency is not a limiting factor with respect to new development.

SCOPE OF WORK

Scope of Work is defined as the type and extent of research and analyses in an appraisal or appraisal review assignment. In order to produce a credible assignment, the appraisal work and analysis included:

* physically inspecting the surrounding market area;
* an analysis of regional and market area trends, including social, economic, governmental and environmental influences;
* an analysis of general value influences in the subject's competitive market;
* research of applicable tax data and physical characteristics;
* an analysis of the building improvements;
* an analysis of the highest and best use of the subject property, which considered pertinent variables, such as property characteristics, zoning, future land use, and support facilities, as well as exposure time; and,
* application of the Direct Sales Comparison Approach to arrive at an indication of value for the subject property "As Is".

Careful consideration was given to the applicability of each of the three approaches to value in this report. The subject of this appraisal assignment comprises the valuation of an unimproved parcel of residential land. In this case, only the Direct Sales Comparison Approach will be processed to form an opinion of Market Value, which is considered most credible when appraising this type of property (vacant residential land). Sufficient data was available in order to be reconciled into a final valuation estimate for the subject property.

In this case, the Cost and Income Approaches were not processed. The absence of these approaches are not intended to mislead the client.

The process of collecting data involved a search of the market area for comparable sales and listings. The search was made using data from the Volusia County Property Appraiser's Offices, the Clerk of the Circuit Court Official Record Books, the Multiple Listing Services, Co-star Research, conversations with local Realtors, LoopNet, etc.

Martin J. Concannon, Cert Gen RZ 907, provided significant professional assistance in the preparation of this appraisal report. The assistance included sales research, valuation analyses, property inspection, and assistance in the writing of the appraisal report. The analyses, valuations, and conclusions were a joint effort between R. Todd Heffington, MAI, and Martin J. Concannon. This is a Restricted Appraisal Report and further supporting documentation is retained in the appraiser's file.

ESTIMATED EXPOSURE TIME

The Dictionary of Real Estate Appraisal, 3rd Edition, defines *Exposure* on page 126 as: The time a property remains on the market, or the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market. Exposure time is always considered to occur prior to the effective date of the appraisal.

The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. Exposure time is different for various types of real estate and value ranges and under various market conditions.

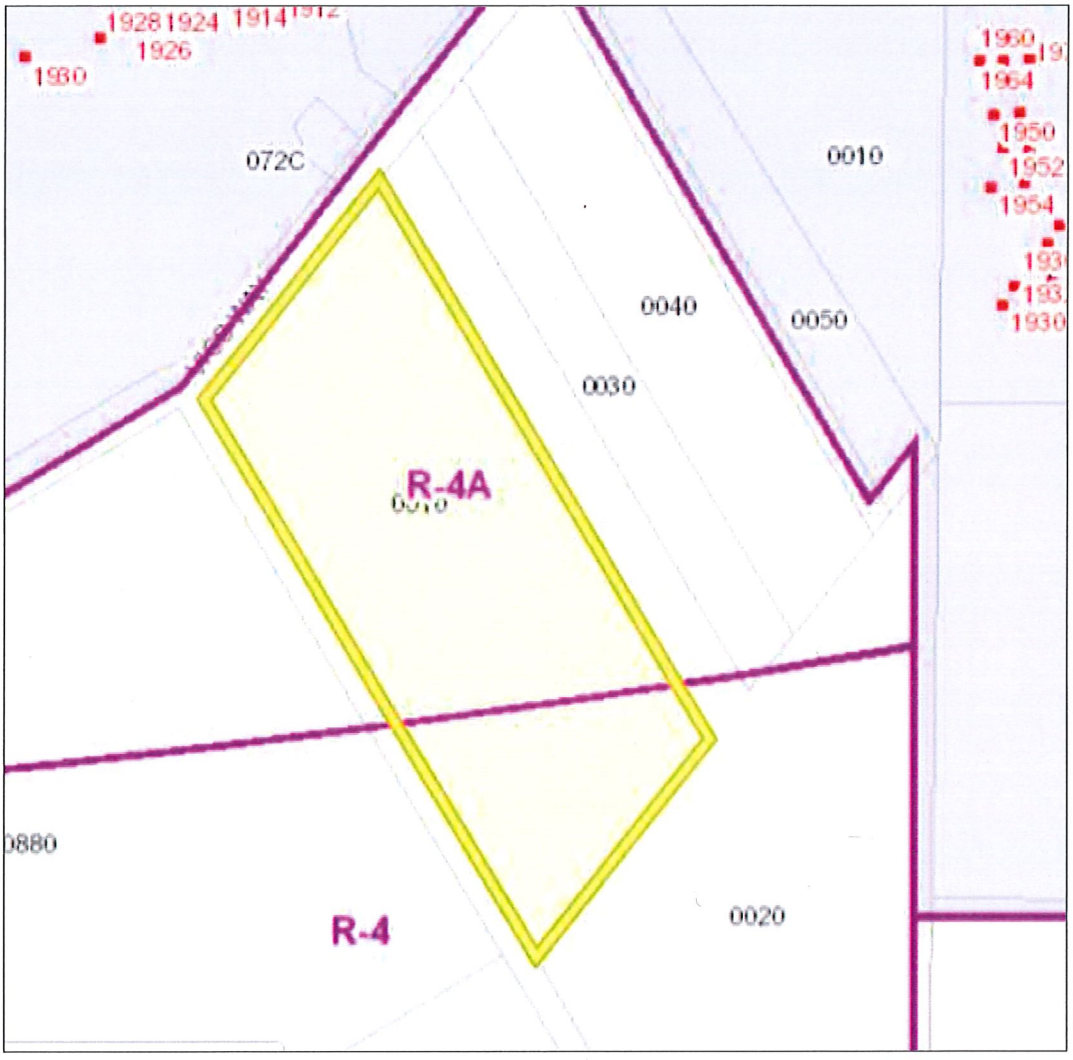
The Steller Multiple Listing Service indicated that from June 1, 2024 until April 31, 2025 (eleven months), the average days on the market for unimproved residential land was approximately 2 months to closing and these properties sold at a list to sell ratio of 90.0 percent. The subject property, as part of a larger tract, has been listed for sale for 431 days. Therefore, we feel that with effective marketing and exposure, it may be possible for the subject to transfer within approximately 8 to 12 months at or near the appraised value estimate provided herein. This opinion also considers the subject property being placed on the market with a concentrated marketing effort by a knowledgeable and competent professional.

FLOOD MAP


CITY OF NEW SMYRNA BEACH
125132
Zone AE
29.008742,-80.948747
COUNTY
UNINCORPORATED AREAS
12127C0540J
eff. 9/29/2017

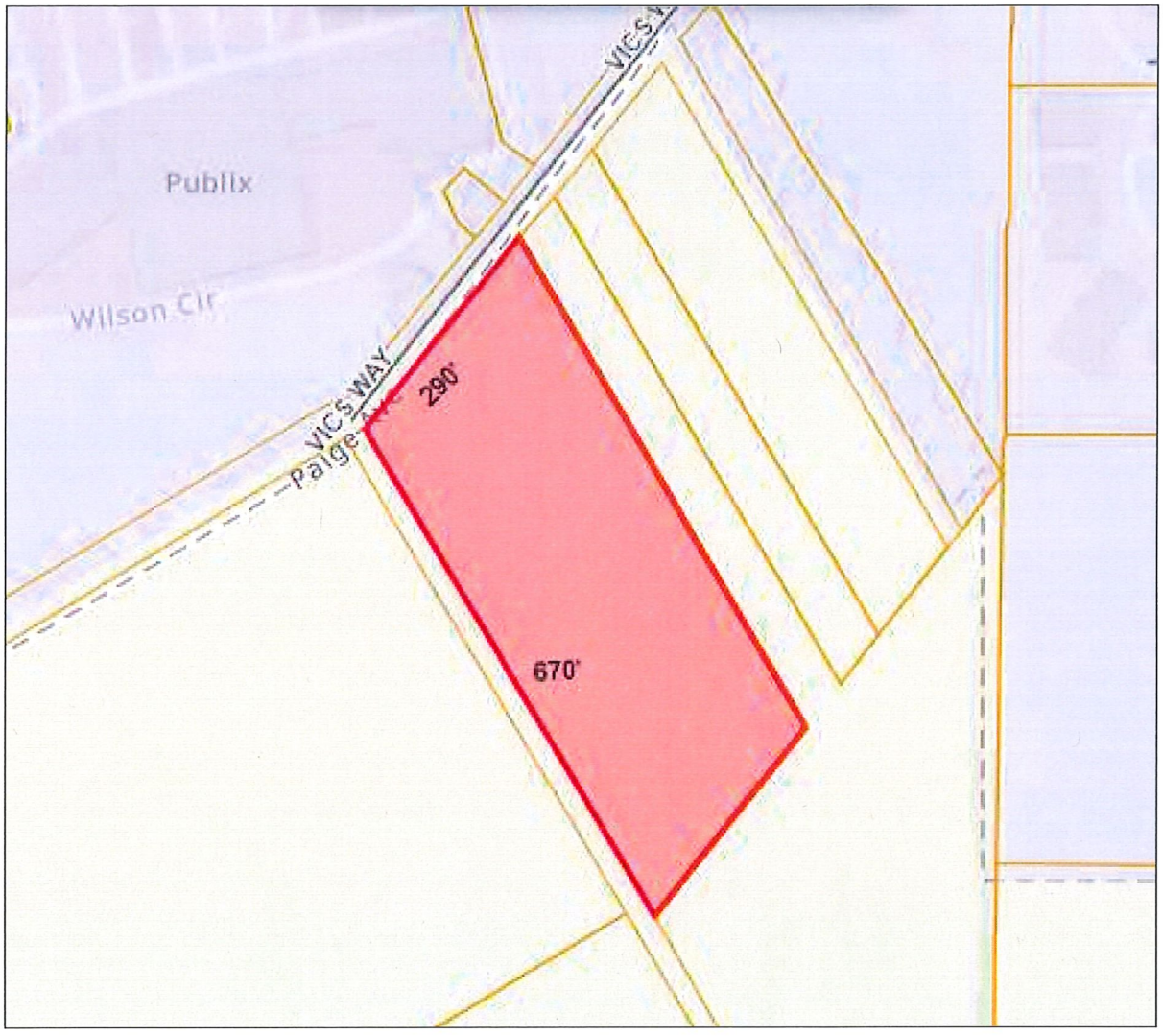
ZONING MAP

R-4A & R-4, URBAN SINGLE-FAMILY, VOLUSIA COUNTY



PROPERTY APPRAISER' PLAT

Measurements are approximate. An up-to-date survey was not provided.



DESCRIPTION OF THE SITE

Location, Size, and Shape: The subject site is located on the south side of Paige Avenue, just west of Mission Drive, in New Smyrna Beach, Volusia County, Florida. The subject site is actually in unincorporated Volusia County. The site is rectangular and contains **4.50± acres** of land area. The site has approximately 290 feet of frontage on Paige Avenue (unopened) and a depth of 670± feet. We were not provided with an up-to-date survey or legal description. In the event a current survey indicates a significant difference from the site estimate shown herein, we reserve the right to adjust this report accordingly. Please refer to the previous page for visual orientation.

Access: The subject site is located on the south side of Paige Avenue, a platted, unopened right-of-way as it fronts the subject site. Paige Avenue, as it fronts the subject site, is a shell topped and grassed trail that begins behind the rear of the New Smyrna Beach Regional Shopping Center. Paige Avenue, as it extends west to the subject site, is a two lane paved right-of-way that terminates behind the shopping center. Paige Avenue also extends east from Corbin Park Drive to a point just east of Trophy Hunter Trail. It is paved up to this point then becomes a grassed trail. It is our assumption that Paige Avenue could be opened to the subject site for vehicular access.

Topography And Drainage: The site is generally level and is heavily wooded. The National Wetlands Inventory Map indicates that almost the entire site is classified as wetlands PFO1Ad (see Addenda for details of this classification). There is no indication of wetlands on the Volusia County Property Appraiser's record card. The appraisers were not provided with a jurisdictional wetland survey or topographical survey. At the time of our inspection, there were no apparent unfavorable soil conditions found which might adversely affect the subject site. In the event soil tests or other sources should indicate detrimental soil conditions, the appraisers reserve the right to modify the value conclusions accordingly.

Utilities/Services Available: There are currently no public utilities are available to the subject site. All public utilities would have to be extended to the site, from either Mission Drive or Corbin Park Road, for development. On-site wells and septic tanks are typical for this area, and this factor is not considered to negatively impact the site's marketability. Police and fire protection are provided by the County of Volusia and the City of New Smyrna Beach. Telephone service is supplied by publicly regulated companies. Trash and garbage pick-up is contracted by a private company.

Flood Plain Data: Based on the FEMA issued flood maps, the majority of the subject site is in a Flood Zone "AE", Community Panel No. 12127C0540J, dated September 9, 2017. The exact determination should be made by a surveyor. Flood Zone "AE" is an area designated as a high-risk flood zone by FEMA because of its proximity to floodplains, rivers, lakes, and other bodies of water.

Easements, Encroachments, or Restrictions: Typical utility easements may apply. An up-to-date title search and survey is recommended.

Nearby Land Uses: A shopping center, fast food restaurants, apartments, single family dwellings, small acreage tracts of undeveloped land.

Highest and Best Use Estimate

As Vacant: Residential Development

NATIONAL WETLANDS INVENTORY MAP



DIRECT SALES COMPARISON APPROACH

The Direct Sales Comparison Approach, or Market Data Approach as it is sometimes referred to, is an appraisal technique which utilizes recent transactions of similar comparable properties to derive an indication of value for the subject. These comparable properties are adjusted for variables to enhance their degree of comparability to the subject. Based upon those adjustments supported by market evidence, the appraisers are then able to develop a clear indication of value for the subject. This technique is particularly accurate when there is an active and normal sales market of similar properties and when the details of the transactions can be verified by reliable sources involved in the sale.

The Direct Sales Comparison Approach is based upon the principle of substitution, in that a knowledgeable buyer will not pay any more for a particular property than what it would cost to purchase a duplicate property with equal utility.

The *unit of comparison* utilized in this section of the report is based on the *selling price per acre of land area,* which is generally recognized as the best means of relating small acreage tracts of residential land similar to the subject property.

The sales represent transactions which are considered comparable properties that represent valid indications of market activity and demand for this type of property in this locale. Though these transactions demonstrate a wide range in selling price per acre of land area, they bracket the subject's features and help narrow the value range.

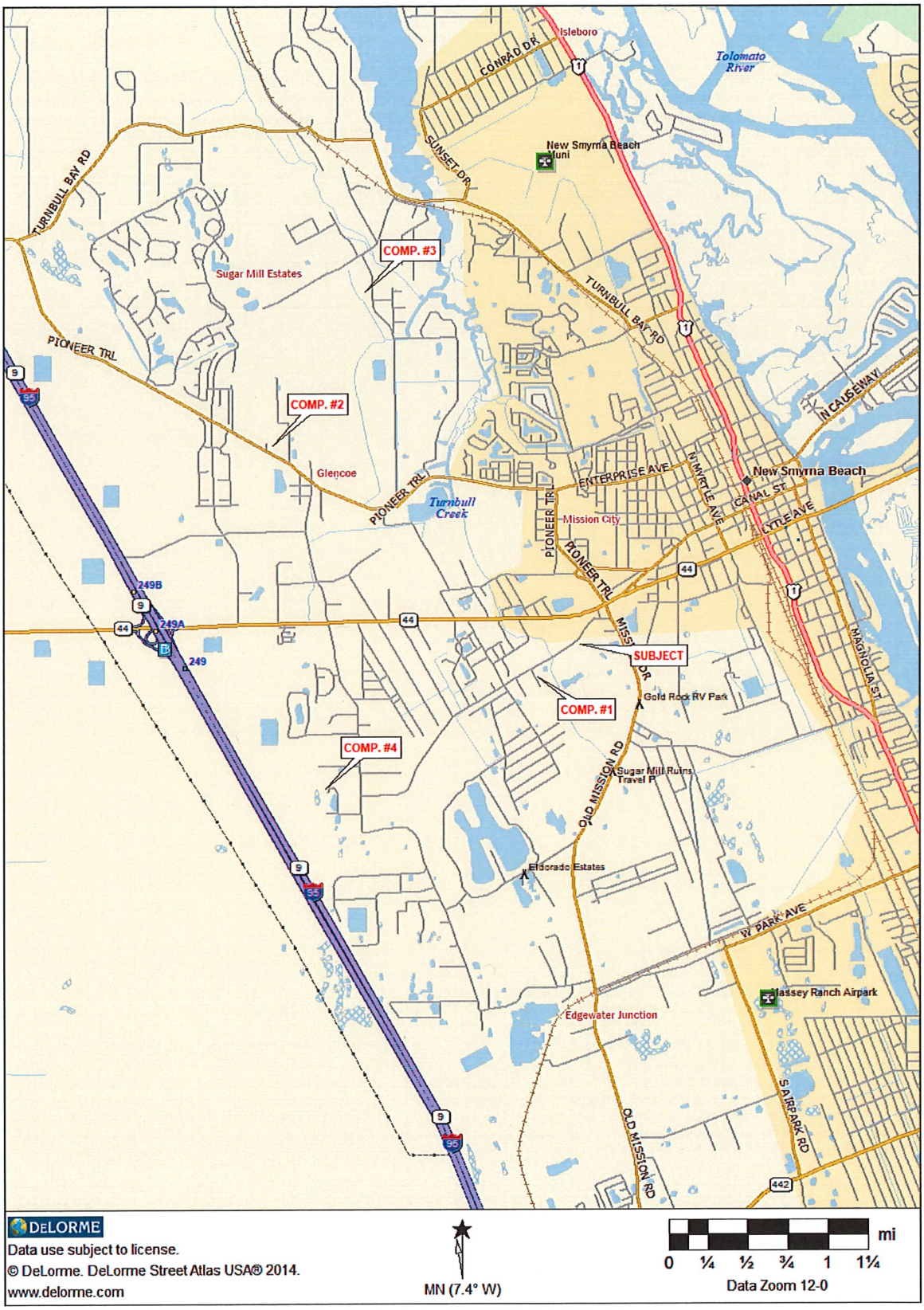
A grid sheet analysis depicting adjustments to each comparable for its differences with the subject is presented on the following page followed by a location map and final analysis.

COMPARABLE SALES ADJUSTMENT GRID

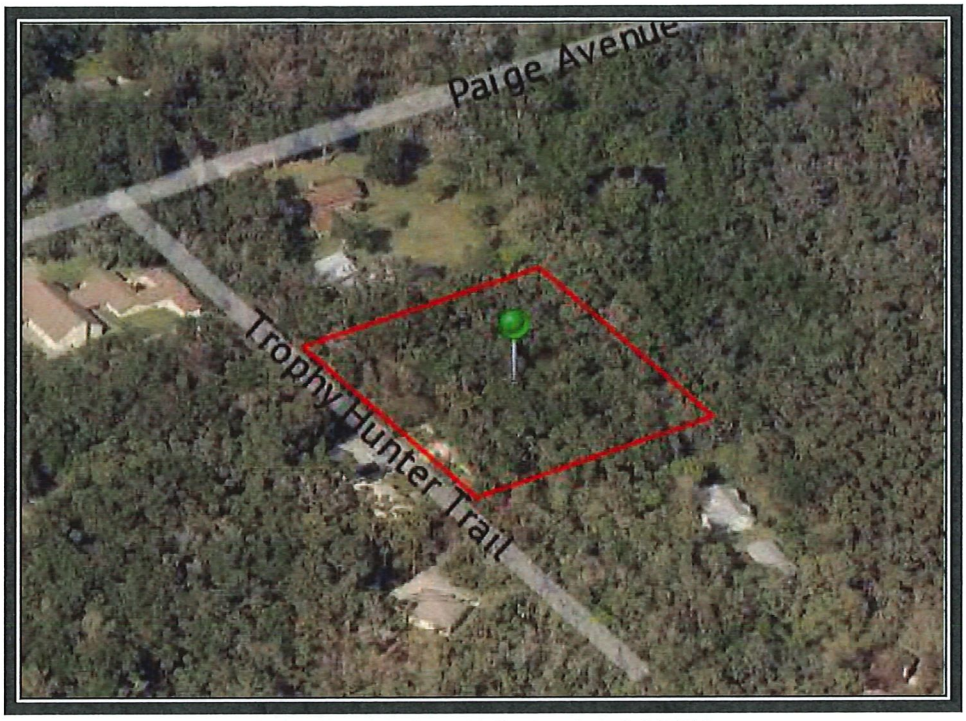
	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3	COMPARABLE NO. 4
SALES INFORMATION	S/S PAIGE AVENUE	725 TROPHY HUNTER TRAIL	2585 PIONEER TRAIL	1172 WILLIAMS ROAD	2516 GLENHAVEN STREET
PROPERTY ADDRESS	NEW SMYRNA BEACH	NEW SMYRNA BEACH	NEW SMYRNA BEACH	NEW SMYRNA BEACH	NEW SMYRNA BEACH
GRANTOR	FESTIVAL PROPERTIES, INC.	FRANK V. HOEGLER, ET UX	TRAVOUS DEVER	ANTOINETTE JONES, ET UX	VINCENT J. SATTANI, III
GRANTEE	N/A	SHERRY RUPKE	GORDON EDWIN BAKER, ET UX	DEREK C. MORRISON, ET AL	JACK LACAILLADE, ET UX
OR BK/PG	N/A	8554/1851	8520/4967	8600/1198	8603/2308
SALE PRICE	N/A	$240,000	$150,000	$299,999	$226,800
PRICE/PER ACRE	**$0.00**	**$96,000**	**$137,741**	**$96,277**	**$90,720**
PRIMARY ADJUSTMENTS					
PROPERTY RIGHTS	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE
ADJUSTMENT	0%	0%	0%	0%	0%
ADJUSTMENT PRICE/ACRE	$0	96,000	$137,741	$96,277	$90,720
FINANCING	NORMAL	NORMAL	NORMAL	NORMAL	NORMAL
ADJUSTMENT	0%	0%	0%	0%	0%
ADJUSTMENT PRICE/ACRE	$0	$96,000	$137,741	$96,277	$90,720
CONDITIONS OF SALE	NORMAL	NORMAL	NORMAL	NORMAL	NORMAL
ADJUSTMENT	0%	0%	0%	0%	0%
ADJUSTMENT PRICE/ACRE	$0	$96,000	$137,741	$96,277	$90,720
SALE DATE	N/A	05/24	02/24	08/24	08/24
ADJUSTMENT	0%	0%	0%	0%	0%
ADJUSTED PRICE/ACRE		**$96,000**	**$137,741**	**$96,277**	**$90,720**
OTHER ADJUSTMENTS					
LOCATION	AVERAGE	AVERAGE	AVERAGE	AVERAGE	AVERAGE
ADJUSTMENT	0%	0%	0%	0%	0%
INGRESS/EGRESS	RD. WOULD NEED TO BE OPENED	ROAD ACCESS/GRAVEL	ROAD ACCESS/ASPHALT	ROAD ACCESS/ASPHALT	ROAD ACCESS/GRAVEL
ADJUSTMENT	0%	-10%	-20%	-20%	-10%
SIZE (ACRES)	4.50	2.50	1.089	3.116	2.50
ADJUSTMENT	0%	-11%	-19%	-8%	-11%
SHAPE	RECTANGULAR	RECTANGULAR	RECTANGULAR	RECTANGULAR	SLIGHTLY IRREGULAR
ADJUSTMENT	0%	0%	0%	0%	0%
TOPOGRAPHY	HEAVILY WOODED/LEVEL APPROX. 100% WETLANDS	HEAVILY WOODED/LEVEL NO WETLANDS	PARTIALLY CLEARED NO WETLANDS	PARTIALLY CLEARED APPROX. 22% WETLAND	CLEARED NO WETLANDS
ADJUSTMENT	0%	-20%	-20%	-10%	-25%
UTILITIES	UTIL. WOULD NEED TO BE EXT.	ELECT./WELL/SEPTIC	WATER/ELECT./SEPTIC	WATER/ELECT./SEPTIC	ELECT./WELL/SEPTIC
ADJUSTMENT	0%	-5%	-10%	-10%	-5%
FLOOD ZONE	ZONE "AE"	ZONE "AE"	ZONE "A" & "X"	ZONE "AE"	MOSTLY ZONE "A"
ADJUSTMENT	0%	0%	-5%	0%	0%
ZONING	R-4, SINGLE FAMILY RESIDENTIAL	R-1, NSB	R-3, NSB	A-3, COUNTY, 1 ACRE HOMESITES	RR, COUNTY
ADJUSTMENT	0%	0%	0%	0%	0%
ENTITLEMENTS	NONE	NONE	NONE	NONE	NONE
ADJUSTMENT	0%	0%	0%	0%	0%
ADJUSTED PRICE/ACRE	**$0.00**	**$51,840**	**$35,813**	**$50,064**	**$44,453**

ADJUSTED MEAN	**$45,542**

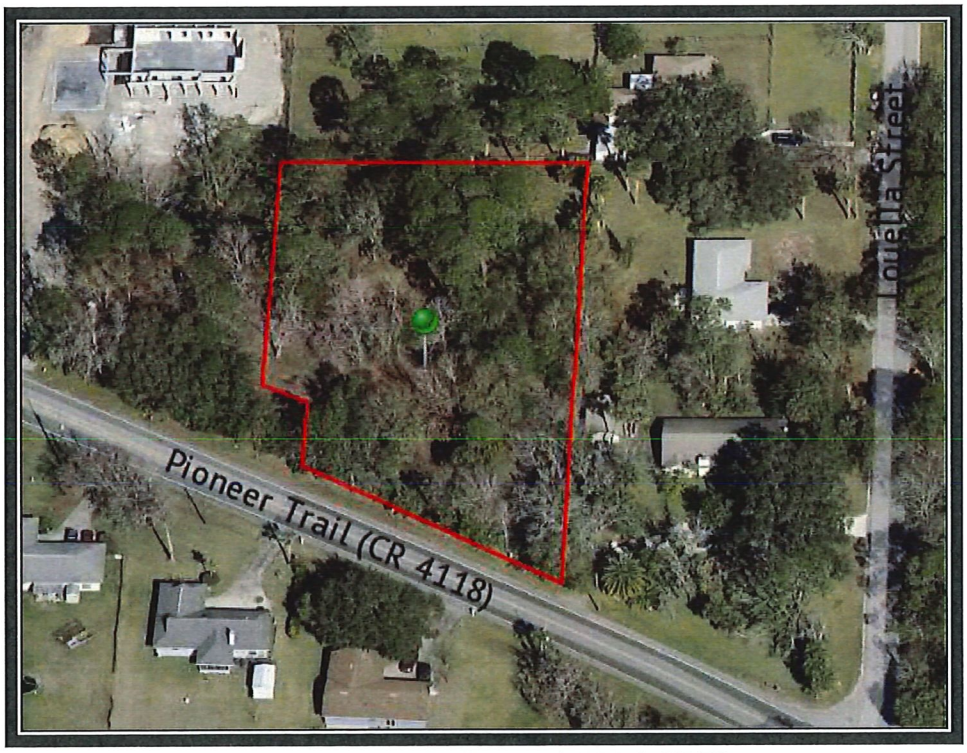
COMPARABLE LAND SALES LOCATION MAP



COMPARABLE PHOTOGRAPHS - 1

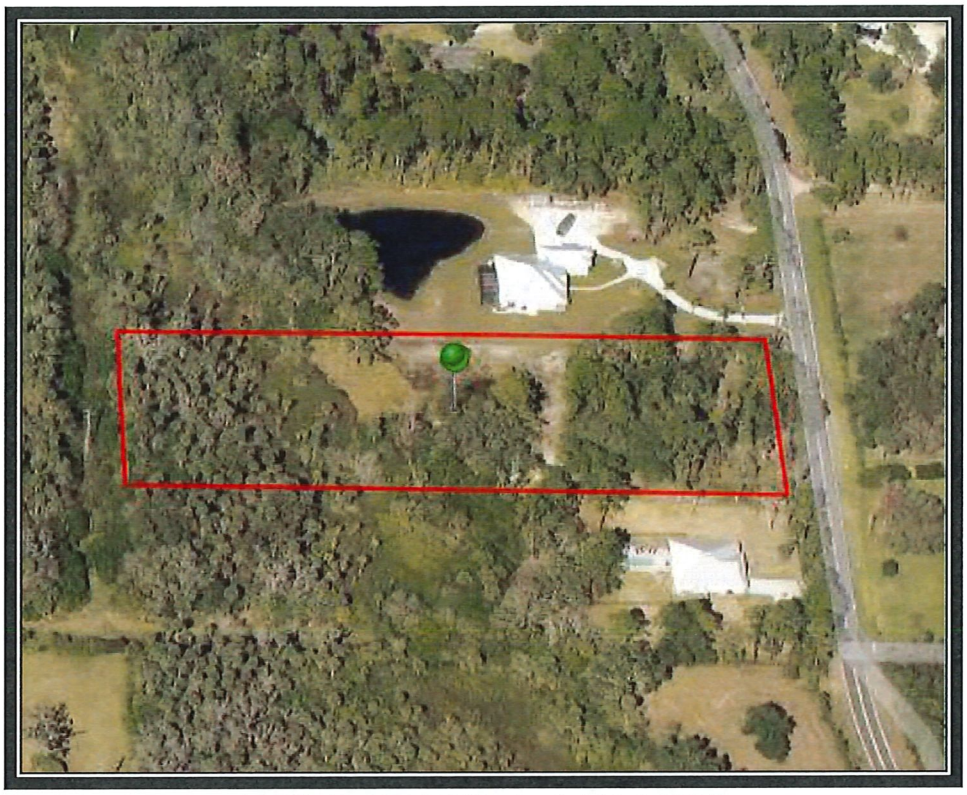


COMPARABLE NO. 1 - 2.5 ACRES
725 TROPHY HUNTER TRAIL, NEW SMYRNA BEACH

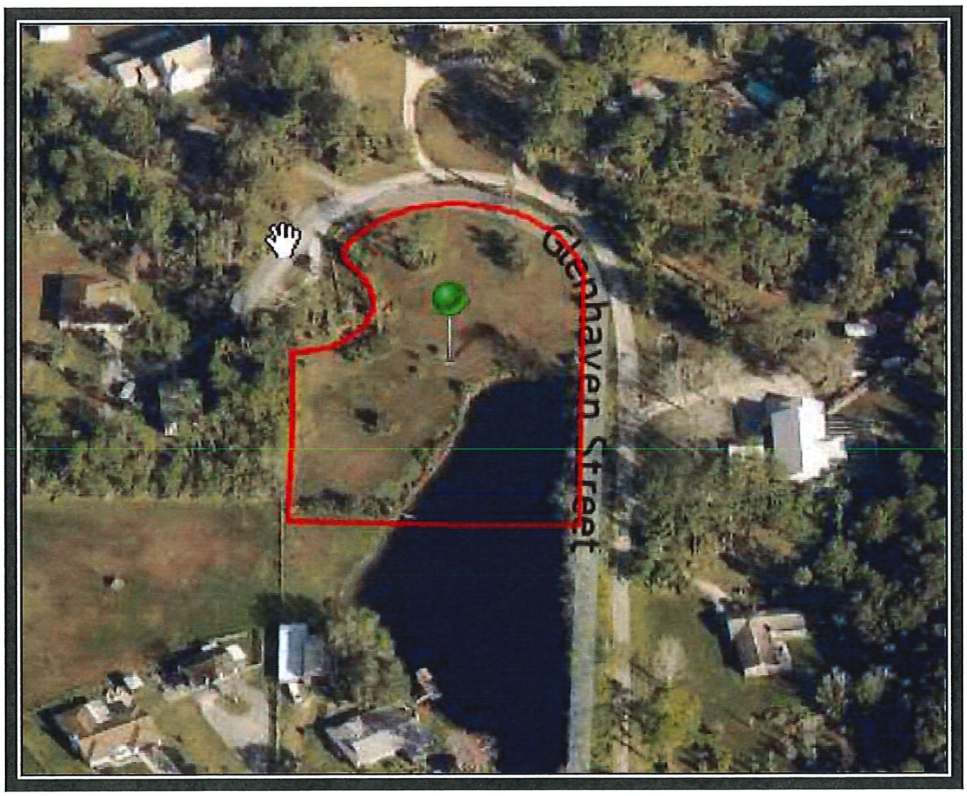


COMPARABLE NO. 2 - 1.089 ACRES
2585 PIONEER TRAIL, NEW SMYRNA BEACH

COMPARABLE PHOTOGRAPHS - 2



COMPARABLE NO. 3 - 3.116 ACRES
1172 WILLIAMS ROAD, NEW SMYRNA BEACH



COMPARABLE NO. 4 - 2.5 ACRES
2516 GLENHAVEN STREET, NEW SMYRNA BEACH

ANALYSIS OF THE COMPARABLE LAND SALES

Percentage adjustments to the comparable sales have been made to reflect the differing characteristics. These adjustments are not supported by an exact quantitative analysis, but were based on what we believe would be the market's perception of the inferior, or superior qualities of the comparables as they relate to the subject. After listing and analyzing the comparable sales, the appraisers logically interpolated these transactions into a value estimate for the subject based upon the pertinent factors highlighted in the ensuing discussion.

The comparables represent four recent land sales that are all zoned for single family residential use and are located in New Smyrna Beach area. The sales ranged in size from 1.09 acres up to 3.10 acres. The subject contains a total of 4.50 acres.

Comparable No. 1 sold in May, 2024 for $240,000 or $96,000 per acre. This is a 2.50 acre tract of land located on Trophy Hunter Trail just north of the subject. We adjusted this comparable downward for its superior accessability, smaller size, superior topography, and availability of utilities.

Comparable No. 2 sold in February, 2024 for $150,000 or $137,741 per acre. This is a 1.089 acre tract of land located on Pioneer Trail just west of Glencoe Road. We adjusted this comparable downward for its superior accessability, smaller site size, superior topography, availability of utilities, and a superior flood zone rating.

Comparable No. 3 sold in August, 2024 for $299,999 or $96,277 per acre. This is a 3.116 acre tract of land located on Williams Road just south of Mooneyham Drive. We adjusted this comparable downward for its superior accessability, smaller size, superior topography, and availability of utilities.

Comparable No. 4 sold in August, 2024 for $226,800 or $90,720 per acre. This is a 2.50 acre tract of land located on Glenhaven Street just west of South Glencoe Road. We adjusted this comparable downward for its superior accessability, smaller size, superior topography, and availability of utilities.

The four comparables indicated a range in selling price from $90,720 to $137,741 per acre. After adjustments, the comparables provided a range of value from $35,813 to $51,840 per gross acre. The adjusted mean value was $45,542 per acre.

The four comparables have been considered equally, more or less, in this analysis. Based on the above information, we consider an estimate of $45,500 per acre of land area to be reasonable and appropriate. Calculations are provided below.

4.50± Acres @ $45,500 Per Acre = $204,750

R/T = $205,000

VALUE INDICATED BY DIRECT SALES COMPARISON APPROACH

TWO HUNDRED FIVE THOUSAND DOLLARS

($205,000)

FINAL OPINION OF VALUE

As discussed in the Appraisal Process, only the Direct Sales Comparison Approach was processed; therefore, the final reconciliation is limited to this approach. There were an adequate number of comparable sales that indicated a reasonable final estimate of Market Value by judging the quantity and quality of the data.

Thus, after considering all of the above information, it is our opinion the estimated Market Value of the subject site **"As Is"**, as of April 30, 2025, was:

ESTIMATED "AS IS" MARKET VALUE

TWO HUNDRED FIVE THOUSAND DOLLARS

($205,000)

ADDENDA

ENGAGEMENT LETTER
VOLUSIA COUNTY PROPERTY APPRAISER'S RECORD CARD
LATEST DEED DATED MAY 22, 2015
R-4, VOLUSIA COUNTY URBAN SINGLE FAMILY RESIDENTIAL ZONING ORDINANCE
CURRENT LISTING OF SUBJECT PROPERTY (AS PART OF A LARGER TRACT OF LAND)
NATIONAL WETLAND INVENTORY MAP CLASSIFICATION - SUBJECT PROPERTY
NEIGHBORHOOD MAP
QUALIFICATIONS OF THE APPRAISERS

Marty Concannon

From: Neibert, Ronald <RNeibert@cityofnsb.com>
Sent: Wednesday, April 2, 2025 9:11 AM
To: Marty Concannon
Subject: FW: Appraisals

From: Neibert, Ronald
Sent: Wednesday, April 2, 2025 8:38 AM
To: Marty Concannon <marty@heffingtonandassociates.com>
Subject: Appraisals

Marty:

Please conduct an appraisal of the following properties:

7343-0600-0880; 7343-0600-0881&7324-1205-0010

Thanks,

Ron Neibert
Assistant City Manager
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32168
Office (386) 410-2612
rneibert@cityofnsb.com
www.cityofnsb.com

PLEASE NOTE: Florida has a very broad public records law. E-mail communications to or from City of New Smyrna Beach officials and employees are public records and are available upon request. If you have received this message in error, please notify us immediately by replying to this message and delete it from your computer. Transmission of sensitive information such as but not limited to social security numbers, credit card information, medical records and criminal justice information (outlined in the FBI_CJIS_Policy) via email is prohibited.

** Please consider the negative environmental impacts associated with printing email **

VISIT OUR WEBSITE FOR MORE INFORMATION ABOUT THE CITY OF NEW SMYRNA BEACH FLORIDA
www.cityofnsb.com

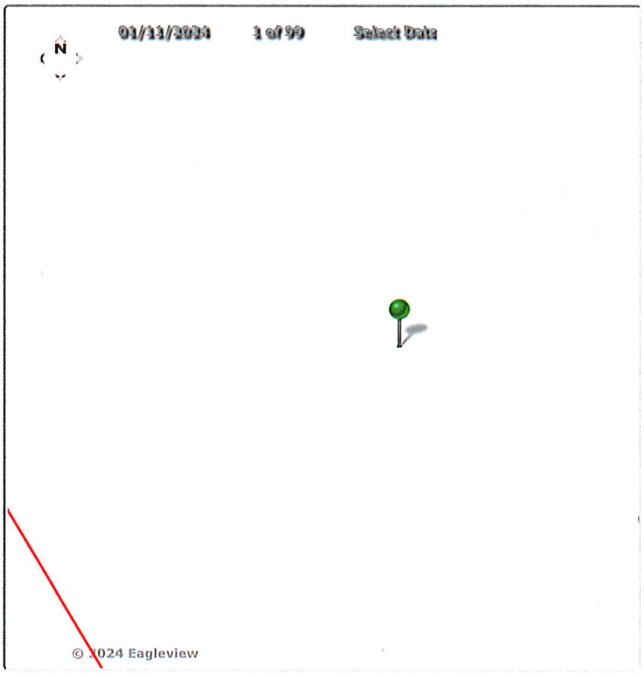
Stay on top of sales! Recent sales data now available for viewing on our website.

Volusia County Property Appraiser
Larry Bartlett, JD, CFA
We Value Volusia

Select Language

Summary | Tax Estimate | Permits | Map | Pictometry | Print

Alternate Key:	3716132
Parcel ID:	732412050010
Township-Range-Section:	17 - 33 - 24
Subdivision-Block-Lot:	12 - 05 - 0010
Physical Address:	NO STREET, COUNTY 32168
Owner(s):	FESTIVAL PROPERTIES INC - FS - Fee Simple - 100%
Mailing Address On File:	1215 GESSNER DR HOUSTON TX 77055 *Update Mailing Address*
Building Count:	0
Neighborhood:	4458 - NAPIER & HULL MB 2 PG 42 *Neighborhood Sales*
Subdivision Name:	
Property Use:	0000 - VACANT RES
Tax District:	600-UNINCORPORATED - SOUTHEAST
2024 Final Millage Rate:	17.6036
Homestead Property:	No - *Apply for Homestead Online*
Agriculture Classification:	No - *Additional Information*
Short Description:	LOTS 1 BLK 5 WOODLAND MB 6 PG 134 PER OR 1556 PG 0500 PER OR 6513 PG 1166 PER OR 7124 PGS 2722-2723



Values & Exemptions | Land & Buildings | Sales | Legal | Property Tax Bill

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0016-VAC UNPVD 2 - 4.99 AC	N	A-ACRE		4.5000				80,000	$108,000
									Total Land Value:	$108,000

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value

06/05/2015 12:27 PM
Doc stamps 350.00
(Transfer Amt $ 50000)
Instrument# 2015-102232 # 1
Book: 7124
Page: 2722

1076

$50,000.
Prepared by and return to:
Katina B. Hunt
Freedom Title & Escrow Company, LLC
133 South Old Dixie Highway
Lady Lake, Florida 32159

File Number: 2015-3248

Warranty Deed

THIS INDENTURE, made this May 22, 2015 A.D. by **Patrick L. Smith, Ancillary Personal Representative of the Estate of Pierce R. Capell, deceased,** whose post office address is 179 U.S. Hwy. 27, Suite F, Clermont, Florida 34711, hereinafter called the grantor(s), to **Festival Properties, Inc., a Texas corporation,** whose post office address is: 1215 Gessner Drive, Houston, Texas 77055, hereinafter called the grantee(s):

(Whenever used herein the term "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 Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Volusia** County, Florida, viz:

Lot 1, Block 5, "WOODLAND" L.D. BUCK'S SUBDIVISION, in Section 24, Township 17 South, Range 33 East, New Smyrna, Florida, according to the map thereof recorded in Map Book 6, Page 134, Public Records of Volusia County, Florida.

Parcel ID Number: **7324-12-05-0010**

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 accruing subsequent to **December 31, 2014.**

Instrument# 2015-102232 # 2
Book: 7124
Page: 2723
Diane M. Matousek
Volusia County, Clerk of Court

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

1. _____
Witness Printed Name Jennifer A. Quezada Castillo

_____ (Seal)
Patrick L. Smith, Ancillary Personal Representative of the Estate of Pierce R. Capell, deceased

2. _____
Witness Printed Name Ashley Crosby

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 21st day of May, 2015, by **Patrick L. Smith, Ancillary Personal Representative of the Estate of Pierce R. Capell, deceased,** who is/are personally known to me or who has produced DL as identification.

{SEAL}

_____
Notary Public
Print Name: Jennifer A. Quezada Castillo
My Commission Expires: MARCH 12, 2019

JENNIFER A. QUEZADA CASTILLO
MY COMMISSION # FF 209154
EXPIRES: March 12, 2019
Bonded Thru Notary Public Underwriters

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-based business (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 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.

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.

(Ord. No. 81-39, § XII, 11-19-81; Ord. No. 82-20, § XIII, 12-9-82; Ord. No. 84-1, §§ III, VII, X, XII, 3-8-84; Ord. No. 85-2, § I, 3-14-85; Ord. No. 89-20, §§ VI, VII, 6-20-89; Ord. No. 90-34, § 17, 9-27-90; Ord. No. 92-6, § XIX, 6-4-92; Ord. No. 94-4, § XXI, 5-5-94; Ord. No. 97-19, § II, 8-7-97; Ord. No. 98-25, § VII, 12-17-98; Ord. No. 2004-20, § V, 12-16-04; Ord. No. 2009-17, § III, 5-21-09; 2021-14, § II, 7-20-21; Ord. No. 2021-34, § I(Exh. A), 12-14-21; Ord. No. 2023-04, § III, 2-21-23)

R-5 URBAN SINGLE

Presenting:

2000 Paige Ave
Paige Ave 24.5 Acre Site

New Smyrna Beach, FL 32168



Land of 24.50 AC is for sale at $1,250,000 ($51,020.41/AC)

Investment Information

2000 Paige Ave - Paige Ave 24.5 Acre Site

New Smyrna Beach, FL 32168

Land of 24.50 AC is for sale at $1,250,000 ($51,020.41/AC)



For Sale Data

Sale Price:	**$1,250,000**
Price/AC	**$51,020.41**
Cap Rate:	**-**
Days on Market:	**416**
Sale Status:	**Active**
Sale Conditions:	**-**
Sale Type:	**Investment**

Sales Contacts

SVN | Alliance Commercial Real Estate Advisors
1275 W Granada Blvd
Suite 5B
Ormond Beach, FL 32176
(386) 310-7900

Chris Butera
Principal
(386) 453-4789 *phone*
(386) 677-7745 *fax*

Notes

Offered for sale is a 24.5+/- acre development site located in desirable New Smyrna Beach, FL. Ideally located just south of the New Smyrna Beach Regional Center (Publix anchored) on SR 44. The site can be accessed off Paige Avenue from the west and Mission Drive, via Vics Way, from the east. This central location allows quick access to I-95 as well as downtown NSB, Flagler Avenue and the beach.

This property would be ideal for an infill residential project, which are in high demand in New Smyrna Beach. The existing zoning is (R-4) in Volusia County and most likely a rezoning would be necessary. Contact broker for more details.

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Property Information

2000 Paige Ave - Paige Ave 24.5 Acre Site

New Smyrna Beach, FL 32168

Land of 24.50 AC is for sale at $1,250,000 ($51,020.41/AC)



Land Information

Parcel Size:	**24.50 AC**	Proposed Use:	**Single Family Development**
Zoning:	**R-4**	On-Site Improv:	**Raw land**
Density:	**-**	Owner Type:	**-**
Number Of Lots:	**-**	Lot Dimensions:	**-**
Improvements:	**-**		
Topography:	**Level**		
Off-Site Improv:	**Streets**		

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NATIONAL WETLAND INVENTORY MAP CLASSIFICATION - SUBJECT PROPERTY

Classification code: PFO1Ad

System Palustrine (P) : The Palustrine System includes all nontidal wetlands dominated by trees, shrubs, persistent emergents, emergent mosses or lichens, and all such wetlands that occur in tidal areas where salinity due to ocean-derived salts is below 0.5 ppt. It also includes wetlands lacking such vegetation, but with all of the following four characteristics: (1) area less than 8 ha (20 acres); (2) active wave-formed or bedrock shoreline features lacking; (3) water depth in the deepest part of basin less than 2.5 m (8.2 ft) at low water; and (4) salinity due to ocean-derived salts less than 0.5 ppt.

Class Forested (FO) : Characterized by woody vegetation that is 6 m tall or taller.
Subclass Broad-Leaved Deciduous (1) : Woody angiosperms (trees or shrubs) with relatively wide, flat leaves that are shed during the cold or dry season; e.g., black ash (Fraxinus nigra).
Water Regime Temporary Flooded (A) : Surface water is present for brief periods (from a few days to a few weeks) during the growing season, but the water table usually lies well below the ground surface for the most of the season.

Special Modifier Partially Drained/Ditched (d) : A partly drained wetland has been altered hydrologically, but soil moisture is still sufficient to support hydrophytes. Drained areas that can no longer support hydrophytes are not considered wetland. This Modifier is also used to identify wetlands containing, or connected to, ditches. The Partly Drained/Ditched Modifier can be applied even if the ditches are too small to delineate. The Excavated Modifier should be used to identify ditches that are large enough to delineate as separate features; however, the Partly Drained/Ditched Modifier also should be applied to the wetland area affected by the ditching.

NEIGHBORHOOD MAP



QUALIFICATIONS OF THE APPRAISER

MARTIN CONCANNON
INDIAN RIVER APPRAISAL SERVICES, INC.
1114 N. PENINSULA AVENUE
NEW SMYRNA BEACH, FL. 32169
Email: marty@heffingtonandassociates.co

BUSINESS AND PROFESSIONAL AFFILIATIONS

Active Florida Real Estate Salesman License #0130821-4628
Certified General Appraiser License #RZ907

EDUCATION

University of Florida, Bachelor of Science Degree, Real Estate and Urban Land Studies, 1975
American Institute of Real Estate Appraisers
Course 8-2: Residential Valuation
Course 1A: Principles, Methods, Techniques of Appraising
Course 1B: Capitalization, Theory and Techniques of Appraising

APPRAISAL EXPERIENCE

Associated with Heffington & Associates, 1983 to Present
Security First Federal Savings and Loan, January 1976 to 1983
Completed appraisals on industrial properties, apartments, professional offices, medical offices, small and large acreage tracts of land, retail properties, mobile home parks etc.

COURT QUALIFICATIONS

Qualified as expert witness for Real Estate Valuation
Provided testimony in court hearings for dissolution of marriage, deficiency judgments, etc.

PARTIAL LIST OF CLIENTS

BB&T
Fairwinds Credit Union
Regions Bank
TD Bank
City of Daytona Beach
City of New Smyrna Beach
City of South Daytona
City of Edgewater
City of Deltona
County of Volusia
Daytona Beach International Airport
South State Bank N.A.
Farm Credit of Florida
Halifax Health
Seacoast Bank
Intracoastal Bank
City of DeLand
City of Ormond Beach
City of Port Orange
Ameris Bank
Surety Bank
Mainstreet Bank

QUALIFICATIONS OF THE APPRAISER

R. TODD HEFFINGTON, MAI
911 BEVILLE ROAD, STE. 8
DAYTONA BEACH, FL 32119
Email: todd@heffingtonandassociates.com

BUSINESS AND PROFESSIONAL AFFILIATIONS

Member, Appraisal Institute
State Certified General Real Estate Appraiser - State of Florida, License RZ2368
Florida Real Estate Salesman, License SL 0589200
Member DeLand-West Volusia Board of Realtors

EDUCATION

B.S. Degree Real Estate, University of Florida, 1992
Master of the Arts Degree in Real Estate, University of Florida, 1994
Numerous continuing education courses and seminars

APPRAISAL EXPERIENCE

Clayton, Roper, and Marshall, May 1993 through August 1993
Heffington & Associates, September 1, 1993 to Present

Completed appraisals on Single-family Residences, Vacant Residential Land, Agricultural Land, Producing Agricultural Properties, Vacant Commercial Properties, Apartment Developments, Industrial Properties, Golf Courses, Office Buildings, Condemnation Appraisals

COURT QUALIFICATIONS

Qualified as expert witness for Real Estate Valuation
Provided testimony in court hearings for condemnation, deficiency judgments, etc.

PARTIAL LIST OF CLIENTS

Surety Bank
Fairwinds Credit Union
Intracoastal bank
Ameris Bank
Barwick Bank
City of New Smyrna Beach
City of South Daytona
County Volusia
School Board of Volusia County
Florida Department of Transportation
South State Bank N.A.
Farm Credit of Florida
Mainstreet Community Bank
Seacoast Bank
City of Daytona Beach
City of DeLand
City of Ormond Beach
City of Port Orange
Daytona Beach International Airport
Halifax Health

PURHASE AND SALE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____ 2025, between Festival Properties Inc. who mailing address is 1215 Gessner Drive Houston, TX 77055 ("Seller"), and **CITY OF NEW SMRYNA BEACH**, whose address is 210 Sams Avenue, New Smyrna Beach, FL, 32168, ("Buyer").

RECITALS

A. The addresses and telephone numbers of the parties to this Agreement are as follows:

SELLER

Festival Properties Inc.
1215 Gessner Drive
Houston, TX 77055
(386)410-2951

:

BUYER:

City Manager
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168
(386)410-2610

With a copy to:

Carrie Avallone, City Attorney
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168
Telephone: (386) 410-2600
Email: cavallone@cityofnsb.com

B. Buyer acknowledges and agrees that Seller has a binding Option Agreement on that certain real property in Volusia County, Florida, which property is more particularly described in Exhibit "A" attached hereto and incorporation herein by this reference (hereinafter referred to as the "Property") and is not presently the owner of the Property. The Property includes any and all improvements, fixtures, timber, water and minerals located thereon, and any and all appurtenant rights, including but not limited to, riparian rights, timber rights access rights and mineral rights.

C. Seller wishes to sell the Property to Buyer and Buyer wishes to purchase the property from Seller on the terms and conditions set forth in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. **Purchase and Sale**. In consideration of an earnest money deposit by Buyer to Seller in the amount of One Hundred Dollars and 00/100 ($100.00) (the "Deposit") and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and Buyer agrees to buy the Property on the terms and conditions set forth in this Agreement. The Deposit paid above shall be credit toward the Purchase Price (as defined below). Seller shall return the Deposit to Buyer if the sale of the Property is not completed under this Agreement because of Seller's failure, refusal or inability to perform any of Seller's obligations under this Agreement.

2. **Inspection Period**. The period of time from the effective date of this Agreement through 20th day of July 2025 shall constitute Buyer's inspection period (the "Inspection Period"). During the Inspection Period, Buyer, through its employees, agents and contractors may enter upon the Property for the purpose of making any inspections and investigations, as Buyer deems appropriate in order to assess the condition of the Property. During the Inspection Period, Buyer may, in its sole discretion, terminate this Agreement by delivering written notice to Seller, prior to the end of the Inspection Period if it deems the survey, status of title, or physical or environmental condition to be unacceptable to Buyer.

3. **Purchase Terms**.

a. Price. The purchase price for the Property shall be One Hundred Ninety-five thousand one-hundred forty dollars and 00/100 ($195,140.00) (the "Purchase Price") minus any offset applied to surveys and/or environmental inspection completed by buyer.

b. Method of Payment. The Purchase Price shall be paid at closing by cashier's or bank check or by wire transfer of immediately available funds, subject to credits, prorations and adjustments as provided in this Agreement.

4. **Closing**. In the event Buyer does not terminate this Agreement as permitted herein, the Closing shall take place on or before Sept. 1, 2025,at a time and place mutually agreeable to the parties. The closing agent shall be Professional title Agency 313 Julia street, New Smyrna Beach, FL 32168.

The parties may arrange to close by mail.

Seller shall deliver to Buyer at closing the following documents prepared by Seller's counsel:

a. a special warranty deed to the Property meeting the requirements as to title of Section 6 below, together with a bill of sale for the personal property appurtenant to the Property, if any, and;

b. an owner's affidavit attesting to the absence of mechanic's or materialmen's liens, boundary line disputes, proceedings involving Seller which might affect title to the Property, or parties in possession other than the Seller and such lessees or licensees as may be in possession pursuant to ground leases or licenses and meeting the requirements of Section 6, below, and;

c. such other instruments and documents as Buyer's counsel may reasonably request for the purpose of confirming proper and lawful execution and delivery of closing

documents and conveyance of the Property to Buyer in accordance with this Agreement, and any of the requirements of the title insurer, including, without limitation, assignments of surviving leases and contracts affecting the Property.

d. closing statement

Possession of the Property shall pass to Buyer at time of closing.

5. **Closing Expenses and Prorations**:

a. Buyer's expenses:

i. Buyer's attorney's fees;

ii. If Buyer obtains financing for this transaction, including financing by the Seller, Buyer shall pay any documentary or other taxes which may be payable on the promissory note, the mortgage or deed of trust, and the recording costs of UCC statements and other security instruments, if any.

b. Seller's expenses:

i. the cost of title examination, preparation of the title insurance commitment, the owner's title insurance premium, and all other costs associated with the preparation and delivery of the owner's title insurance policy, including the costs or fees of the title insurance agency or attorney;

ii. transfer or documentary taxes, if any, on the deed of conveyance;

iii. recording fees, and the cost of preparing all documents necessary to satisfy the requirements of the title insurance commitment or remove encumbrances on Seller's title;

iv. buyer will coordinate the boundary survey and will deduct the cost expended from the total cost owed at the time of closing;

buyer will coordinate the boundary survey and will deduct the cost expended from the total cost owed at the time of closing;

v. Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of closing, based upon the current assessment and millage rates on the Property.

c. All other expenses, including, without limitation, attorneys' fees, shall be paid by the party incurring the same.

6. **Condition of Title**.

a. Within five (5) days of the effective date of this Agreement, Seller shall provide the Property from Festival Properties Inc.. in the amount of the Purchase Price. At closing, the premium for the title insurance policy shall be paid by Seller.

b. Buyer may object to any matter of title that, in the opinion of Buyer, would constitute a title defect or render title unmarketable or uninsurable. Such objections to title shall be specified in writing and deliver to Seller with ten (10) days from the date of receipt of the title commitment by Buyer.

c. In the event Buyer timely notifies Seller of objections to title, Seller attempt to cure, but is not obligated to cure such title defects within thirty (30) days from receipt of notice.

d. If Seller is unable or unwilling to make title to the Property such as is required by Buyer by the closing date, then Buyer shall have the right to:

i. terminate this Agreement, in which case all monies paid by Buyer in accordance with this Agreement shall be returned immediately to Buyer and the parties shall be relieved of any further obligations hereunder;

ii. extend the closing date for up to thirty (30) days to allow Seller additional time to make title to the Property such as is required by the terms of this Agreement; or

iii. elect to accept title to the Property in its existing condition.

7. **Buyer's Right of Entry and Survey**. Seller shall provide to Buyer a current certified boundary survey performed by a registered Florida land surveyor in form acceptable to Buyer. The plat of the survey shall show the boundaries of, and state the acreage of the Property, rounded to the nearest one-hundredth (1/100) of an acre. The legal description in Exhibit "A" shall be changed, if necessary, to conform to the survey and to the requirements of the title commitment. If an accurate boundary survey by Seller' surveyor discloses any state of facts which materially or adversely affect the insurability of marketability of the title to the Property, same shall be treated in the same manner as a title defect under Section 6 above.

8. **Hazardous Materials and Audit Remediation.** Buyer, at its sole cost and expense, may obtain a Phase I Environmental Site Assessment ("ESA") performed in accordance with the requirements set forth in ASTME 1527-05. Additionally, in the State of Florida, if an ESA gives an opinion regarding geology, the report may, at the secretion of Buyer, be signed by a Professional Geologist or Professional Engineer qualified in geology obtained by Buyer. In the event that the Phase 1 Audit final report states that there is more than a low probability that Recognized Environmental Conditions are present on or beneath the surface of the Property, or further investigation are necessary to determine whether Recognized Environmental Conditions are present ("Unsatisfactory Report"), Buyer may elect to terminate this Agreement by giving notice as required herein, in which event the Seller agrees to return to Buyer the Deposit, and thereafter the parties shall have no further obligations under this Agreement.

Notwithstanding the foregoing, such notice of termination may be suspended by Buyer if Seller gives notice with ten (10) days of receipt of Buyer's notice of termination, that Seller agrees to promptly carry out, at Seller's sole expense, and with contractors selected or approved by Buyer, all further investigations and remediation of the Property as is necessary to make the Property acceptable to Buyer within a time period acceptable to Buyer. If Seller elects to carry out such further investigation or remediation, the inspection period shall be automatically extended until fifteen (15) days following Buyer's receipt of information from contractors that is satisfactory to Buyer, or letters of "no further action required" from the applicable regulatory agencies, indicating that either there is no more than a low probability that

Recognized Environmental Conditions are present on or beneath the surface of the Property, or that the Property has been remediated to Buyer's satisfaction and complies with all governmental regulations.

9. **Representations and Warranties of Seller**. The Property will be conveyed by Seller to Buyer "AS IS"..Seller represents and warrants to Buyer that Seller shall have good and marketable fee simple title to the Property by the time of closing. Seller has full power and authority to enter into this Agreement and to convey title to the Property in accordance with this Agreement. No one other than Seller will be in possession of, nor have any right of possession of, any portion of the Property at the time of conveyance to Buyer. If, before the conveyance to Buyer, Seller discovers any information or facts that would materially change the foregoing warranties and representations, Seller shall immediately give notice to Buyer of those facts and information. If the facts which cause any warranty or representation to be inaccurate are not remedied before the date of conveyance to Buyer, Buyer may elect to either:

a. terminate this Agreement, in which case Buyer shall have no obligation to accept title to the Property, or

b. defer the closing date for a period of up to Thirty (30) days to permit Seller to remedy the problem.

10. **Seller's Promise to Remove Personal Property**. Prior to closing Seller promises to remove or cause to be removed from the Property, at Seller's sole cost and expense, any and all personal property and/or trash, rubbish or any other unsightly or offensive materials thereon, including, but not limited to, any tanks and hazardous substance in tanks, barrels, equipment, pipelines or other containers on the Property, provided that the cost of such removal does not exceed $1,000.

11. **Notices**. All notices pertaining to this Agreement shall be in writing delivered to the parties hereto by hand, email, first class mail, or courier service, in accordance with the information set forth in Recital "A."

12. **Binding on Successors**. This Agreement shall be binding not only upon the parties but also upon their respective heirs, personal representatives, assigns and other successors in interest.

13. **Remedies upon Default**. In the event that Seller defaults in the performance of any of Seller's obligations under this Agreement, Seller shall pay to Buyer the sum of One Thousand and 00/100 Dollars ($1,000.00) as full liquidated damages for Seller's default. In the event that Buyer defaults in the performance of any of Buyer's obligations under this Agreement, Buyer shall pay to Seller the sum of One Thousand and 00/100 Dollars ($1,000.00) as full liquidated damages for Buyer's default.

14. **Entire Agreement/Modification**. This Agreement shall not be modified or amended except by an instrument in writing, signed by or on behalf of both parties.

15. **Counterparts**. The Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall be deemed an original and which, together, shall constitute one and the same agreement.

16. **Effective Date**. As used herein, the terms "date of this Agreement," "date hereof," and "effective date of this Agreement" shall mean the date on which the last of the parties signs this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and sealed by its duly authorized signatory(ies) on he dates set forth below.

SEE FOLLOWING PAGES FOR SIGNATURES

SELLER:

Witness DOREEN HILL

By: Dan Silvestri, President

ATTEST:

Dan Silvestri, Secretary

Witness JENNIFER SAUCEDO

Date: _____

BUYER: CITY OF NEW SMYRNA BEACH

_____
Witness

By: _____
Name: Kevin A. Cowper
Title: City Manager

_____
Witness

Date: _____

Approved as to form and legality

BY: _____

EXHIBIT "A'
LEGAL DESCRIPTION

Parcel ID Number: 732412050010

LOTS 1 BLK 5 WOODLAND MB 6 PG 134 PER OR 1556 PG 0500 PER OR 6513 PG 1166 PER OR 7124 PGS 2722-2723

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

CONDUCT A QUASI-JUDICIAL PUBLIC HEARING TO CONSIDER APPLICATION NO. HTR-2-25 - HISTORIC TREE REMOVAL OF FOUR (36", 45", 49", AND 58" DBH) TREES ON THE COMMERCIAL PROPERTY FOR VOLUSIA MOSQUITO CONTROL AT 801 SOUTH ST.

July 8, 2025

Background:

Applicant: Jake Stehr, Zev Cohen & Associates, 300 Interchange Blvd. Ormond Beach, FL. 32174

Property Owner: City of New Smyrna Beach Leased to East Volusia Mosquito Control District

Request: Approval to remove four (36", 45", 49", and 58" DBH) historic trees

Site Information: The subject property includes 2 existing commercial parcels (PIDs 734001000022 and portions of 734001000010), roughly 9 acres in total, where the current Volusia County Mosquito Control Operations function, located on the south side of South Street, West of US 1, and zoned I-3 (Industrial Park).

Tax ID #: 7340-01-00-0022 and a portion of 7340-01-00-0010

Exhibits

Exhibit A: Location Map

Exhibit B: Aerial Map

Exhibit C: Arborist Report

Exhibit D: Photos

Exhibit E: VC Mosquito Control Complex Proposal
Exhibit F: Applicant Request Letter

Findings:

The subject trees include one Laurel Oak (Quercus laurifolia) and four Live Oaks (Quercus virginiana), located within the footprint of the proposed commercial development. The City LDR classifies any tree 36" DBH or greater as a Historic Tree, which requires City Commission approval for removal. Section 604.051. *Tree preservation*, of the City's LDR states Historic Trees in all zoning districts shall be removed only upon a tree removal permit granted by the city commission at a quasi-judicial public hearing, after a finding that the evidence presented is more compelling for the removal of the historic tree than for it to remain. Petitioners wishing to obtain a permit for Historic Tree removal must show the following:

i. The tree is currently damaging or is posing an imminent danger to an existing structure; or

ii. The tree is damaging and/or interfering with the installation, operation, and/or maintenance of existing or proposed public infrastructure; or

iii. The tree is dead, diseased, structurally unsound, or severely injured such that the tree is likely to die within two years; or

iv. Other extraordinary circumstance or hardship where the applicant has demonstrated that no other feasible option exists to preserve the tree.

The applicant has submitted an application requesting approval to remove the subject trees with the intent of re-constructing the mosquito control facility. As noted in the **Exhibit C** arborist report prepared by Ray Jarrett, ISA Certified Arborist FL-5343A, two of the Live Oaks requested for removal should be considered healthy and vigorous, with one Laurel Oak (Tree #256) exhibiting symptoms of stress and instability, and one Live Oak (Tree #263) exhibiting signs of stress and decay. Below, is an assessment of the 4 Historic Trees proposed for removal.

Tree #256 - Laurel Oak (Quercus laurifolia) - 36" DBH - Epicormic Sprouts and Included Bark. Possible likelihood of failure.
Mitigation if removed: 21 (2.5" Caliper trees)
Staff has determined that this tree meets two of the necessary criteria for removal.

Tree #261 - Live Oak (Quercus virginiana) - 58" DBH - Healthy and vigorous, growing in an elevated landscape bed, surrounded by fencing. Improbable likelihood of failure.
Mitigation if removed: 54 (2.5" Caliper trees)
Staff has determined that this tree meets one of the criteria for removal.

Tree #262 - Live Oak (Quercus virginiana) - 49" DBH - Healthy and vigorous, growing in an elevated landscape bed, surrounded by fencing. Tree currently has Great Horned Owl nest in the canopy with two (2) chicks observed. Improbable likelihood of failure.

Mitigation if removed: 38 (2.5" Caliper trees)
Staff has determined that this tree meets one of the criteria for removal.

Tree #263 - Live Oak (Quercus virginiana) - 45" DBH - Tree has some stem decay, a vertical torsion crack, and bark is sloughing off main stem. Possible likelihood of failure.
Mitigation if removed: 32 (2.5" Caliper trees)
Staff has determined that this tree meets two of the criteria for removal.

Other trees within the site boundaries that can be seen on the **Exhibit E** site proposal which are not currently being considered for removal by the applicant include four more historic trees. During the site plan review process, the site will be subject to 15% of the entire area being designated for the protection of trees.

Recommendation:

Staff recommends approval for the removal of the four historic trees proposed based on the criteria having been met. This approval should be applied with the condition that the final site plan for the Volusia County Mosquito Control Complex must still gain approval prior to removal of trees. If the Commission chooses to approve removal of the Historic Trees, staff suggests the mitigation of each tree be met as calculated in this report.

Fiscal Analysis:
N/A

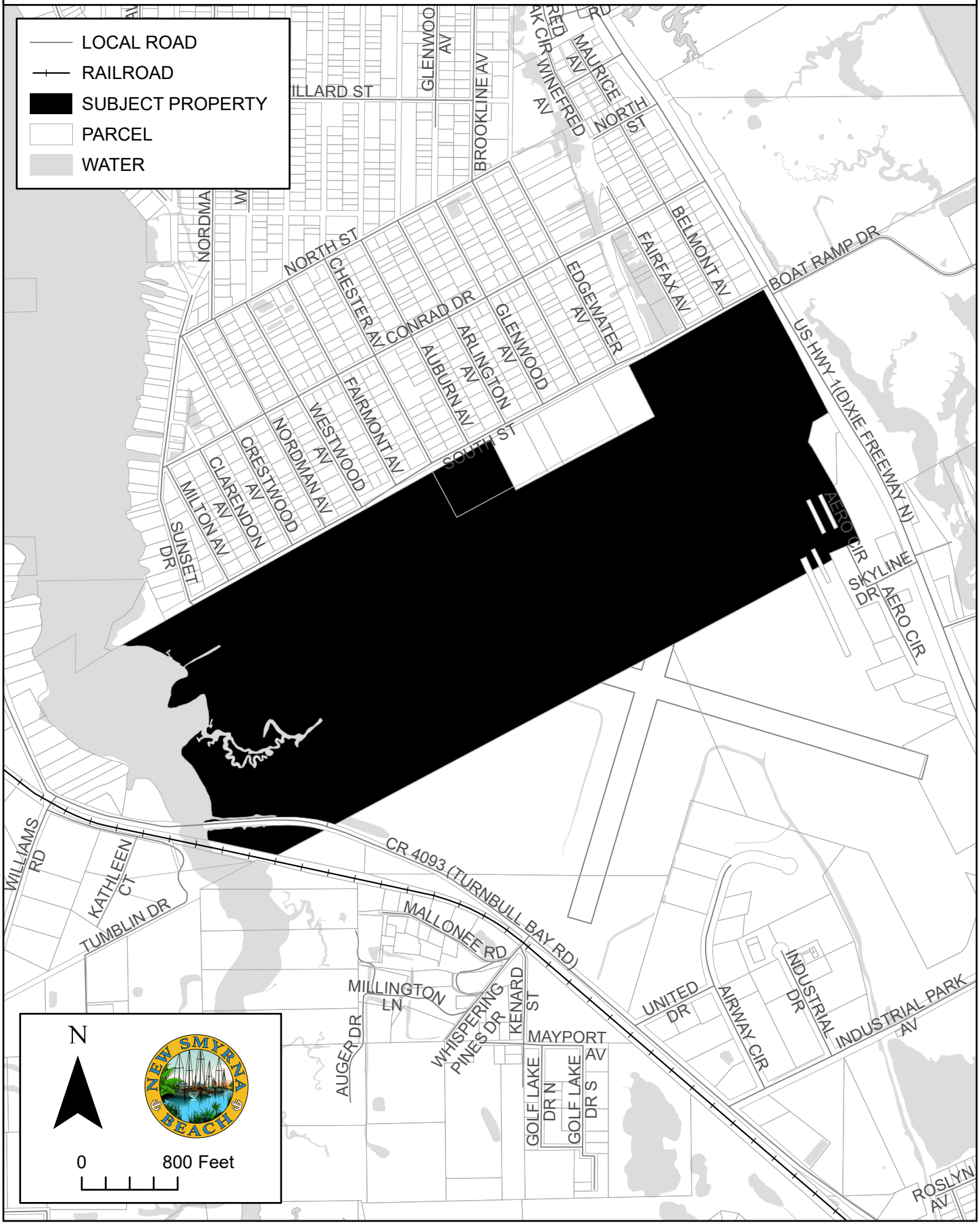
Strategic Plan Item:
No

Staff Report Created By: Channing Maiolo

Attachments:

EXHIBIT A. LOCATION MAP
EXHIBIT B. AERIAL MAP
EXHIBIT C. ARBORIST REPORT
EXHIBIT D. PHOTOS
EXHIBIT E. VC MOSQUITO CONTROL COMPLEX PROPOSAL
EXHIBIT F. APPLICANT REQUEST LETTER

HTR-02-25: 801 SOUTH STREET
PARCELS: 7340-01-00-0010 & 7340-01-00-0022 LOCATION MAP



HTR-02-25: 801 SOUTH STREET
PARCELS: 7340-01-00-0010 & 7340-01-00-0022 AERIAL MAP



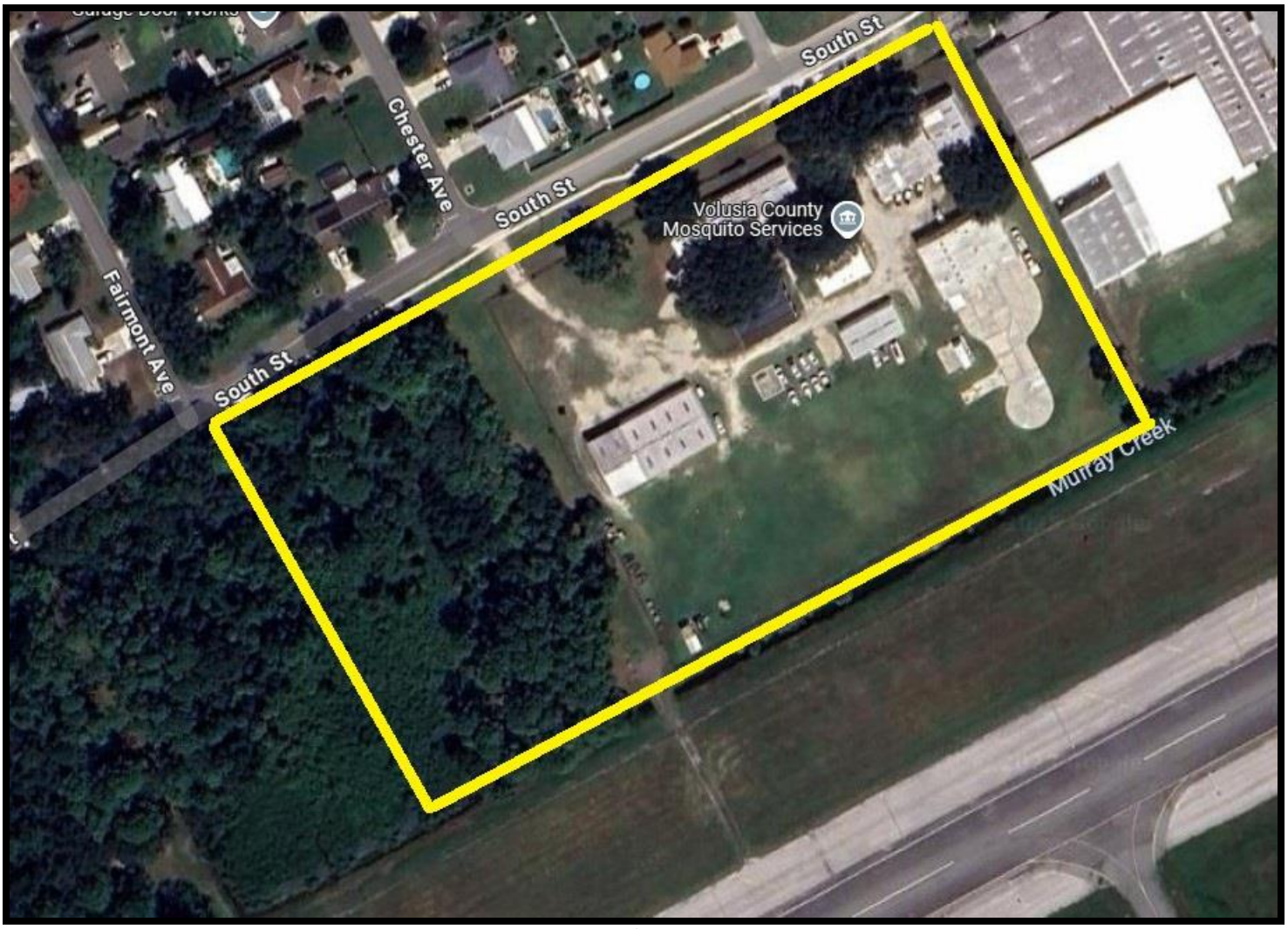
Arbor Report
March 24, 2025

Zev Cohen & Associates Inc.
300 Interchange Blvd.
Ormond Beach, Fl

Re: Volusia County Mosquito Control - Review of Historic trees recorded from recent survey.

Scope:

Services were retained to review and assess trees that were identified from a recent tree survey as possible Historic trees as defined by the City of New Smyrna Beach Land Development Code. Perform a Level II Tree Risk Assessment for these trees and summarize in a report.



Aerial View of Project Site.

Methods:

Each tree was measured for Diameter at Breast Height (DBH) using a standard forestry DBH tape or field calipers.

Each tree was visually inspected using a **Level 2, Tree Risk Assessment** as defined by the **International Society of Arboriculture (ISA)**. This level of inspection includes a 360-degree visual evaluation of the

tree from top to bottom including a review of the crown, trunk, root flare, and above-ground roots for evidence of decay, storm damage, disease, and insect activity.

Risk and liability determinations include location to potential targets such as building structures, automobiles, streets, sidewalks, and nearby utilities. The **Level 2 Inspection** is used to help determine three main categories of risk: **Likelihood of Failure** (Imminent, Probable, Possible, and Improbable), **Likelihood of Impact** (High, Medium, Low, Very Low), and **Consequences of Failure** (Severe, Significant, Minor, Negligible). Together, these three risk categories can be used to help the property owners in making decisions for pruning and / or removal.

These ratings are based on available targets in which the tree could impact if it were to fail. **The Likelihood of Failure rating in this report is for a 2-year time frame from the date of inspection.**

***Matrix 1*. Likelihood Matrix.**

Likelihood of Failure	Likelihood of Impact			
	Very Low	Low	Medium	High
Imminent	Unlikely	Somewhat Likely	Likely	Very Likely
Probable	Unlikely	Unlikely	Somewhat Likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat Likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

***Matrix 2*. Risk Rating Matrix.**

Likelihood of Failure & Impact	Consequences of Failure			
	Negligible	Minor	Significant	Severe
Very Likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat Likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

Likelihood of Failure	Likelihood of Impact	Consequences of Failure
Imminent: Failure has started or is most likely to occur in the near future, even if there is no significant wind or increased load.	**High:** The failed tree or tree part is likely to impact the target.	**Severe:** Serious personal injury or death, high-value property damage, or major disruption of important activities.
Probable: Failure may be expected under normal weather conditions.	**Medium:** The failed tree or tree part could impact the target but is not expected to do so.	**Significant:** Substantial personal injury, moderate to high-value property damage, or considerable disruption of activities.
Possible: Failure may be expected in extreme weather conditions, but it is unlikely during normal weather	**Low:** There is a slight chance that the failed tree or tree part will impact the target.	**Minor:** Minor personal injury, low to moderate - value property damage, or small disruption of activities.
Improbable: The tree or tree part is not likely to fail during normal weather conditions and may not fail in extreme weather conditions.	**Very Low:** The chance of the failed tree or tree part impacting the specified target is remote.	**Negligible:** No personal injury, low - value property damage, or disruptions that can be replaced or repaired.

City of New Smyrna Beach code definitions:

204.00. - New Smyrna Beach tree protection regulations definitions.
For the purposes of subsection 604.05A. of this LDR, the following definitions shall apply:

DBH. Tree diameter at breast height, measured at 4.5 feet above ground level.

Drip line. A vertical line running through the outermost portion of the tree crown extending to the ground.

Historic tree. Any tree, exclusive of those found on the Florida Exotic Pest Plan Council list, 36 inches DBH or greater or tree in the city selected and duly designated a Florida State Champion, United States Champion or a World Champion by the American Forestry Association shall likewise be considered an historic tree, or any other tree designated by the city commission to be of such unique and intrinsic value to the general public because of its size, age, historic association, or ecological value as to justify classification as a historic tree.

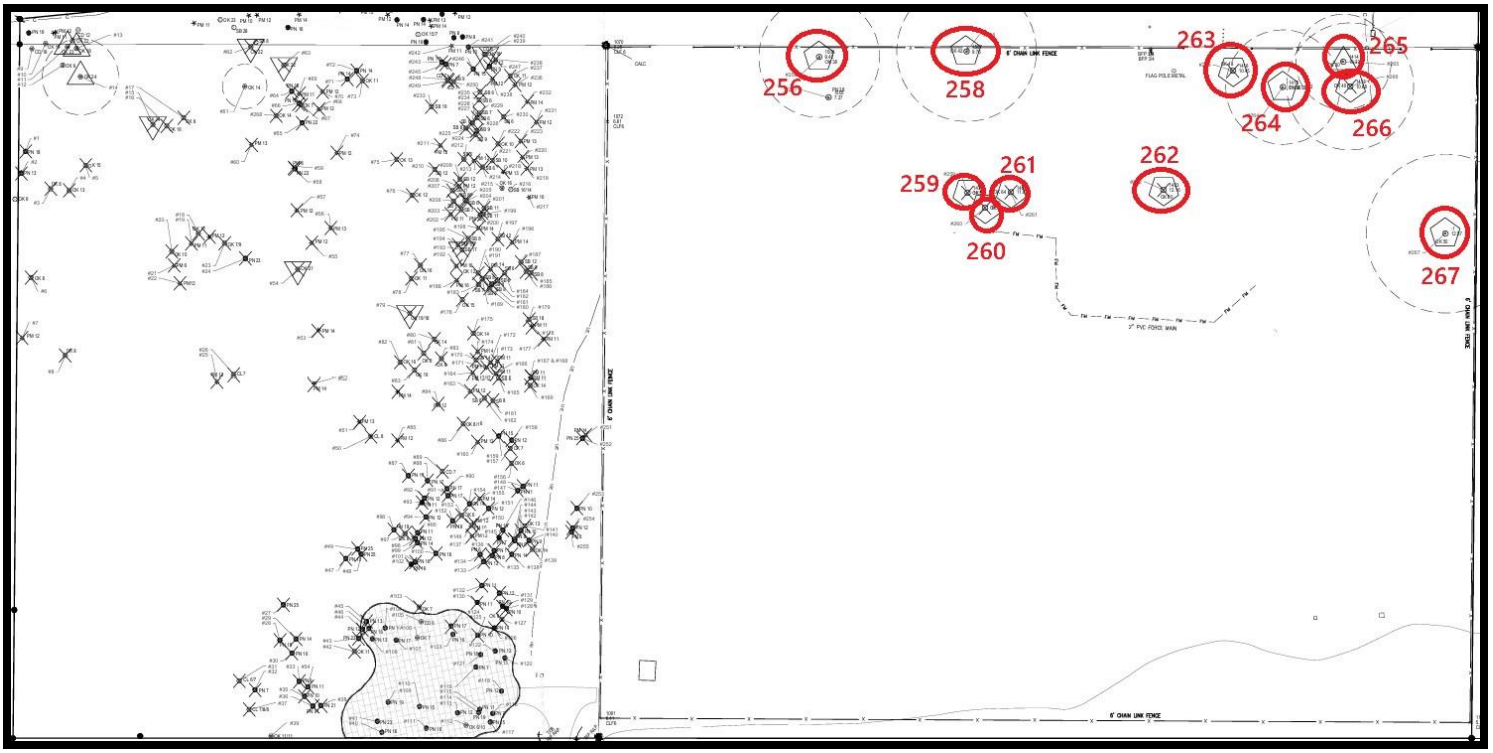
Specimen tree. The following species of trees with the minimum specified diameter at breast height (DBH) are determined to be specimen trees. When a specimen tree reaches 36 inches DBH, it shall be considered a Historic tree for purposes of removal under Section 604.051(f) of these LDRs.

Common Name	Botanical Name	DBH
Turkey Oak	*Quercus leavis*	12 inches and larger
Other Oak species	*Quercus spp.*	18 inches and larger
Maple	*Acer spp.*	18 inches and larger
Sweet Gum	*Liquidambar styraciflua*	18 inches and larger
Hickory	*Carya spp.*	18 inches and larger
Elm	*Ulmus spp.*	18 inches and larger
Loblolly Bay	*Gordonia lasianthus*	12 inches and larger
Sweet Bay	*Magnolia virginiana*	12 inches and larger
Red Bay	*Persea borbonia*	12 inches and larger
Swamp Bay	*Persea palustris*	12 inches and larger
Sycamore	*Platanus occidentalis*	18 inches and larger
Magnolia	*Magnolia grandiflora*	12 inches and larger
Bald Cypress	*Taxodium distichum*	18 inches and larger
Red Cedar	*Juniperup silicicola*	12 inches and larger
Banyan	*Ficus benghalensis*	12 inches and larger with accessory trunks

Tree. Any self-supporting woody plant which normally grows to an overall height of a minimum of 15 feet, with one main trunk.

Observations / Discussion:

The field work for this review was conducted on March 24, 2025. The trees that were reviewed are concentrated around the existing facility. All these trees are larger, established trees with diameters greater than 30" as recorded by survey. Trees located on the western side of site have diameters ranging from 9 - 24". The western side was reviewed and there are no Historic trees in this area.



Site Plan and trees reviewed.

Tree #256 – Laurel oak (*Quercus laurifolia*) – 36" – Historic Tree. Main stem has lots of epicormic sprouts and included bark.

Laurel oaks are a short-lived, hardwood species that typically only live to be about 60 - 70 years in optimal conditions. Laurel oaks due not readily heal or compartmentalize their wounds and can commonly decay internally of the main stem with age. Pruning cuts, broken limbs, injuries to the main stem and root damage can provide pathways for stem decay. This decay can extend into the large lateral branches and portions of the tree can fail without warning. Laurel oaks that experience this internal rot can look healthy externally but often end up losing large branches unexpectedly or blowing over in storms. Laurel oaks are not suited for urban areas adjacent to homes, roadways, or sidewalks due to their short life span and the threat of failing during tropical storms and other high wind events. (Ref: http://edis.ifas.ufl.edu/pdffiles/ST/ST54900.pdf).

Epicormic sprouts are also called "suckers" or "water sprouts" and emerge along the trunk and branches of trees. These epicormic sprouts may appear on parts of a tree that are newly exposed to sunlight from land clearing, heading cuts or root stress. In urban areas, these sprouts are often a symptom of stress in a tree. This stress is usually from an impact to the tree's root system from soil compaction, heavy equipment operation and the high maintenance of turfgrass. Maintaining turfgrass includes the use of high nitrogen fertilizers, pre-emergent herbicides, and fungicides and over a long period can cause tree degradation. Trees that have suffered storm related damage or that have been overly pruned and thinned will also grow epicormic sprouts to compensate for the loss of leaf surface.

Included Bark, also know an **Ingrown Bark**, occurs when two trees, stems, or branches grow closely together creating a weak branch union. This narrow branch angle creates a weak union and is often 'V' shaped. The

competing stems or branches produce and push bark between each other creating a weak attachment that can lead to splitting or failing during extreme weather events.

Tree #258 – Live oak (*Quercus virginiana*) – 42" – Historic Tree. Healthy and vigorous.

Tree #259 – Live oak (*Quercus virginiana*) – 31" – Specimen Tree. Healthy and vigorous and growing in an elevated landscape bed, surrounded by fencing.

Tree #260 – Live oak (*Quercus virginiana*) – 35.5" – Specimen Tree. Healthy and vigorous and growing in an elevated landscape bed, surrounded by fencing.

Tree #261 – Live oak (*Quercus virginiana*) –58" – Historic Tree. Healthy and vigorous and growing in an elevated landscape bed, surrounded by fencing.

Tree #262 – Live oak (*Quercus virginiana*) – 49" – Historic Tree. Healthy and vigorous and growing in an elevated landscape bed, surrounded by fencing. Tree currently has a Great Horned Owl nest in the canopy with two (2) chicks observed.

Tree #263 – Live oak (*Quercus virginiana*) – 45" – Historic Tree. This tree has some stem decay, a vertical torsion crack, and bark is sloughing off the main stem.

Cracks in tree trunks are a separation of wood fibers and can be one of the major indicators of an unstable tree or limb and can be either **vertical** or **horizontal**. Most cracks are caused by improper closure of wounds, bark inclusions, hard freezes, water inundation or from stem and branch splitting along weak unions. **Horizontal cracks** run across the grain of the wood and develop just before the tree fails, making them very difficult to detect. **Vertical cracks** run with the wood grain along the length of the tree or form from co-dominant unions where included bark has formed. **Ribbed cracks** are created over wounds. Some of these cracks put a tree at high risk of failure and are especially dangerous when combined with other defects or with advanced decay. **Shear cracks** can run completely through the stem and divide the tree into two halves.

Sloughing bark that separates from the main stem and cambium layer is usually an indication of environmental stress (freeze or wind damage), mechanical injury, senescence, or disease (decay). Trees can sometimes recover and compartmentalize the exposed wood if the affected area is small. If the bark separation encompasses most of the stem or branch, it is likely to lead to failure. These open wounds often make the tree vulnerable to pests and diseases and it is weakened structurally.

Tree #264 – Live oak (*Quercus virginiana*) – 36" and 29" – Historic Tree and Specimen Tree. This tree is co-dominant with the stems originating below standard DBH and are measured as two separate trees.

Tree #265 – Live oak (*Quercus virginiana*) – 29" – Specimen Tree. This tree is heaved over at about 30 degrees to the north and has an elevated root ball.

Heaving is the result of a tree being pushed by extreme forces such as wind or by heavy equipment. When the soil becomes over-saturated during heavy rains or tropical storm events, tree roots lose their holding capacity. The root mat and soil around the main stem, opposite of the heaving angle, will have an elevated appearance or is completely separated out of the ground. **Windthrow** are trees that have been completely uprooted.

Tree #266 – Live oak (*Quercus virginiana*) – 42" – Historic Tree.

Tree #267 – Live oak (*Quercus virginiana*) – 47" – Historic Tree.

Conclusion:

There are eight (8) Historic Trees on site.

Two (2) of the Historic Trees have structural defects and have a 'Possible' Likelihood of Failure rating within a 2-year period.

There are four (4) Specimen Trees on site.

One (1) of the Specimen Trees has structural defects and has a 'Possible' Likelihood of Failure rating within a 2-year period.

SINCERELY,

Ray Jarrett
Biologist / Arborist
ISA Certified Arborist FL-5343A
ISA Tree Risk Assessment Qualified (TRAQ)





ASSUMPTIONS, LIMITING CONDITIONS and DISCLAIMER

My inspection was a ground based visual inspection that sometimes includes a sounding test with a mallet to detect decay. The inspection was limited to defects that can be seen while standing on the ground. There may be defects below ground or in the canopy that were not visible from this perspective. These hidden defects may result in the failure of branches, trunks, or roots. No other trees on this property were inspected other than those specifically addressed in this report. Trees and plants are living things and are subject to an array of potential health problems, abiotic factors and unpredictable weather that can cause healthy trees and plants to fail. Information provided in this report is for consideration; and is based on my professional experience, formal education, and methodologies of the International Society of Arboriculture, ISA. Ultimately the client must use their own judgment and decisions but may consider these recommendations.

Technical Literature References

American National Standard Institute (ANSI) A300 (Part 9) 2017. ***Tree Risk Assessment***, **Tree Care Industry Association, Inc.** (TCIA), Manchester, NH.

American National Standard Institute (ANSI) A300 (Part 8) 2020. ***Tree, Shrub, and Woody Plant Management – Standard Practices (Root Management)***, **Tree Care Industry Association, Inc.** (TCIA), Manchester, NH.

Black, Robert J. and Kathleen C. Ruppert. 1995. ***Your Florida Landscape; A Complete Guide to Planting and Maintenance***. University of Florida.

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Costello, L.R. and K.S. Jones. 2003. ***Reducing Infrastructure Damage by Tree Roots: A Compendium of Strategies***. Western Chapter of the International Society of Arboriculture) WCISA). Porterville, CA.

Dunster, Julian A. ***Tree Risk Assessment Manual, Second Edition***. 2017. International Society of Arboriculture, Champaign, Illinois.

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Gilman, Ed. 2012. ***An Illustrated Guide to Pruning***, 3rd Ed. Delmar, Cengage Learning. Clifton Park, NY.

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Matheny, N. (2000). ***Trees and development: A technical guide to preservation of trees during land development.*** International Society of Arboriculture.

Matheny, Nelda P. and James R. Clark. ***Evaluation of Hazard Trees in Urban Areas***. 1994. International Society of Arboriculture. Champaign, Illinois.

Merullo, Victor D and Michael J. Valentine. ***Arboriculture & The Law***. 1992. International Society of Arboriculture, Champaign, Illinois.

Smiley, E. Thomas, Nelda Matheny and Sharon Lil. 2017. Best Management Practices, ***Tree Risk Assessment***. International Society of Arboriculture, Champaign, Illinois.

Watson, Gary. 2014. Best Management Practices, ***Tree Planting***. International Society of Arboriculture, Champaign, Illinois.

Photos:

#256





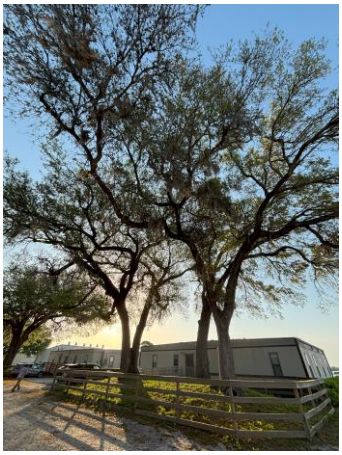


#258





#259-261









#262





#263






#264






#265




#266





#267





Field Data Table:

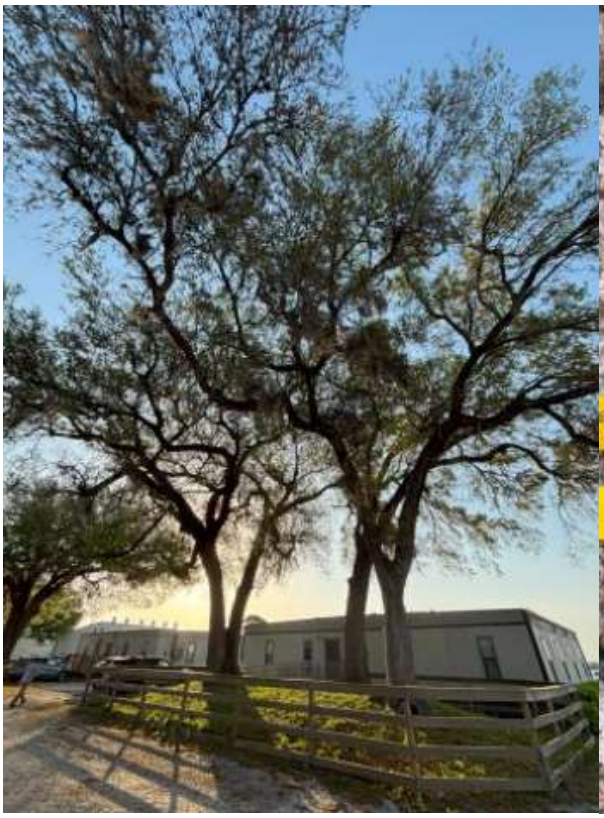
Recorded by Survey			Arborist Review							
#	Type	DBH	Species	Common	DBH	LCR	Likelihood of Failure	Likelihood of Impact	Consequences of Failure	Notes
256	Oak	38	*Quercus laurifolia*	Laurel Oak	36	70%	Possible	Low	Minor	Historic. Included bark, epicormic sprouting.
258	Oak	42	*Quercus virginiana*	Live Oak	42	70%	Improbable	Low	Minor	Historic.
259	Oak	56	*Quercus virginiana*	Live Oak	31	50%	Improbable	High	Significant	Specimen.
260	Oak	36	*Quercus virginiana*	Live Oak	35.5	50%	Improbable	High	Significant	Specimen.
261	Oak	64	*Quercus virginiana*	Live Oak	58	50%	Improbable	High	Significant	Historic.
262	Oak	60	*Quercus virginiana*	Live Oak	49	60%	Improbable	High	Significant	Historic.
263	Oak	48	*Quercus virginiana*	Live Oak	45	60%	Possible	Medium	Significant	Historic. Vertical crack, stem decay, sloughing bark.
264	Oak	28/12	*Quercus virginiana*	Live Oak	36/29	50%	Improbable	Medium	Significant	Historic and Specimen. Co-dominant stems.
265	Oak	30	*Quercus virginiana*	Live Oak	29	60%	Possible	Medium	Minor	Specimen. Heaved, elevated root crown.
266	Oak	40	*Quercus virginiana*	Live Oak	42	50%	Improbable	Medium	Significant	Historic.
267	Oak	50	*Quercus virginiana*	Live Oak	47	50%	Improbable	Medium	Significant	Historic.

Tree #256 - Laurel Oak (Quercus laurifolia) - 36" DBH - Epicormic Sprouts and Included Bark. Possible likelihood of failure.





Tree #261 - Live Oak (Quercus virginiana) - 58" DBH - Healthy and vigorous, growing in an elevated landscape bed, surrounded by fencing. Improbable likelihood of failure.





Tree #262 - Live Oak (Quercus virginiana) - 49" DBH - Healthy and vigorous, growing in an elevated landscape bed, surrounded by fencing. Tree currently has Great Horned Owl nest in the canopy with two (2) chicks observed. Improbable likelihood of failure.





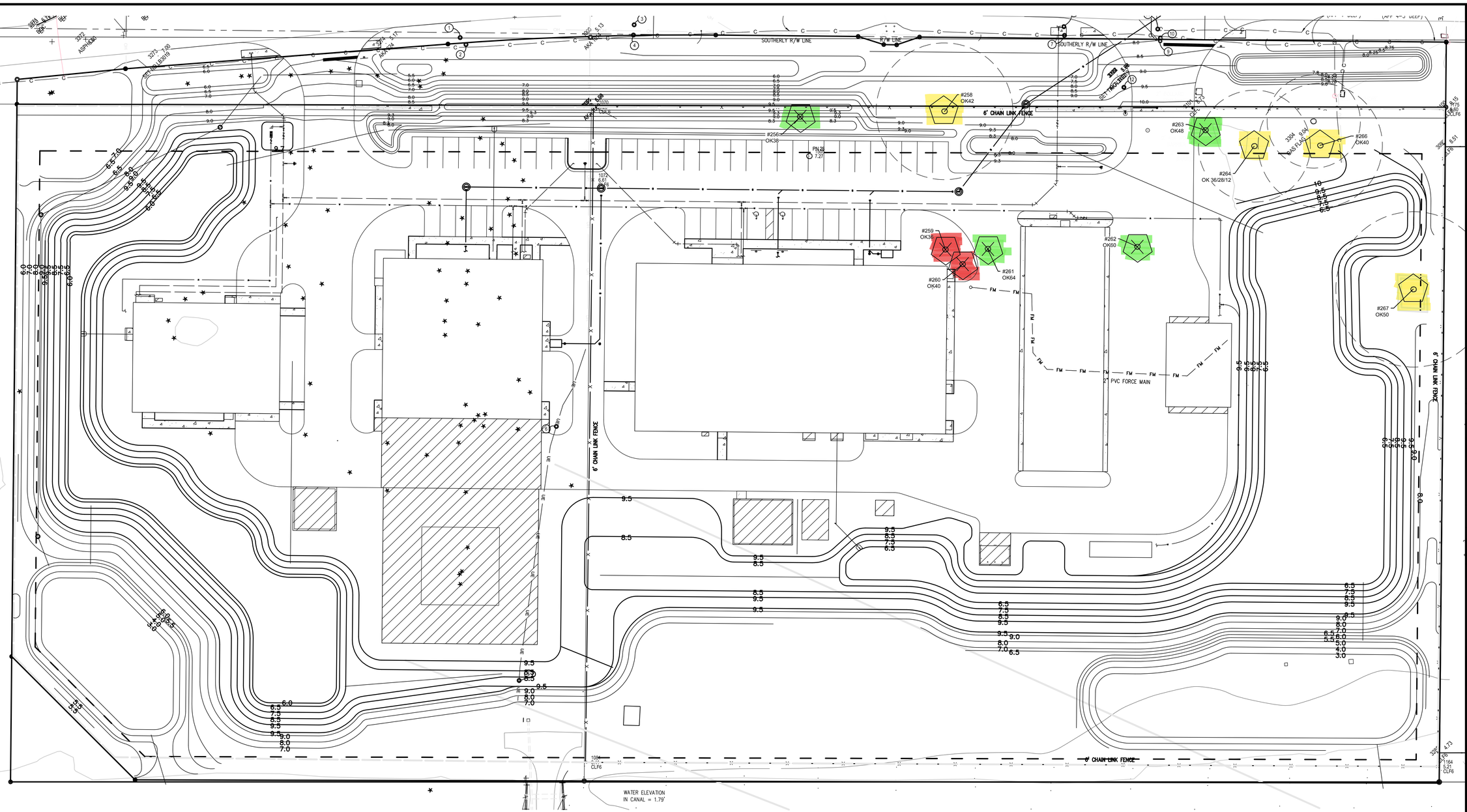
Tree #263 - Live Oak (Quercus virginiana) - 45" DBH - Tree has some stem decay, a vertical torsion crack, and bark is sloughing off main stem. Possible likelihood of failure.











Staff recommends approval for removal

Preserved Historic Trees

Not Historic per Arborist Report

LEGEND

EXISTING HISTORIC TREE TO REMAIN

EXISTING HISTORIC TREE TO BE REMOVED

DENOTES ROOT ZONE PROTECTION

0 15 30 45 60

SCALE : 1" = 30'

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OWISTED BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)

NO.	DATE	BY	SUBMITTALS / REVISIONS

VOLUSIA COUNTY MOSQUITO CONTROLL HISTORIC TREE REMOVAL PLAN

VOLUSIA COUNTY, FLORIDA

CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 23285

DESIGNED BY: JES

DRAFTED BY: JES

CHECKED BY: JES

DRAWING FILE: 23285-TP
XREF'S: 22162-BAS.DWG
XREF'S: 22162-SURV.DWG

JAKE E. STEHR, PLA #6667462
NOT VALID WITHOUT SEAL

SHEET: TP1 OF 1

B:\23285 NC MOSQUITO CONTROL\FINAL ENGINEERING PLANS\CAD\DWGS\23285-TP.DWG – PRINTED: 4/29/2025 8:03 PM

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd., Suite C
Ormond Beach, FL 32174
386-677-2482 • Fax: 386-677-2505
www.ZevCohen.com

Date: April 25, 2025
To:
Mayor Fred Cleveland
City of New Smyrna Beach Commission
210 Sams Avenue
New Smyrna Beach, FL 32168

Subject: Justification for Historic Tree Removal:
Expansion of Volusia County Mosquito Control Services Utility 801 South Street

Dear Honorable Major Fred Cleveland,

On behalf of the County of Volusia, we respectfully submit this correspondence in support of our request for a historic tree removal permit associated with the planned expansion of the Mosquito Control Services Utility, located at 801 S. Street, New Smyrna Beach, Fl 32168.

The County of Volusia is expanding the Mosquito Control Services Utility facility to accommodate the growing County- and City-wide demand for mosquito control services. The utility has experienced a steady increase in service area requests over the past decade, supporting critical public health and emergency response operations. Mosquito control is recognized as a public utility under State and County guidelines due to its direct role in:
- Protecting public health from vector-borne diseases (e.g., West Nile virus, Eastern equine encephalitis, dengue);
- Supporting outdoor recreational and economic activity;
- Responding to flood events that increase mosquito breeding sites.

The County is requesting removal of select historic trees to accommodate this construction of essential public infrastructure improvements. This correspondence, along with the attached exhibits, provides justification for historic tree removal in accordance with Section 604.051.F.(6) of the City's Land Development Code.

Justification #1: Public Flood Resiliency and Infrastructure Necessity
The County is proposing a dry retention/detention stormwater system in accordance with Federal Aviation Administration (FAA) guidance to avoid open water features that attract wading birds near the adjacent airport. These dry systems are required to address both FAA recommendations and to meet the flood attenuation, water quality, and infiltration standards set forth by the St. Johns River Water Management District (SJRWMD).

These stormwater improvements necessitate removal of select historic trees. However, the improvements are necessary to alleviate known flooding in the surrounding neighborhoods and provide critical long-term resilience. Stormwater design features reduce post-development discharge rates and volumes for both 25-year/24-hour and 100-year/24-hour storm events. These values are based on SJRWMD Environmental Resource Permit criteria and City of New Smyrna Beach stormwater management standards. The planned systems also include additional floodplain compensation, ensuring compliance with FEMA and SJRWMD and City of New Smyrna Beach flood protection rules (see Exhibit A: Stormwater and Floodplain Plan).

Justification #2:Site Grading and Tree Viability Constraints
To meet stormwater treatment and flood elevation requirements, the site requires an average of four (4) feet of fill dirt. This determination is based on:
- A high seasonal high water table
- SJRWMD infiltration and pollutant attenuation design criteria, which require systems to remain above seasonal high water table;
- Finished floor elevation standards per the Volusia County/ City of New Smyrna Building Department, requiring finished floor to be one (1) foot above the crown of the adjacent road or one (1) foot above base flood elevation—whichever is higher.

These combined requirements result in a minimum fill requirement of four feet throughout the internal project area. Based on certified arborist assessments and industry standards, historic trees subjected to this level of elevation change have a low survival rate, even with protective mitigation efforts.

Justificaiton #3: Trees Pose Hazard to Critical Infrastructure -Mosquito Control Utility

The trees proposed for removal have been identified as hazards to critical infrastructure. The trees are hazards because they are in such close proximity to the buildings that they may collapse onto the buildings during a storm event. Having even one building damaged would compromise Mosquito Contro's critical mission of post storm response. It is crucial to implement preventative measures to ensure that Volusia County Public Works and Mosquito Control emergency operations remain uninterrupted. This proactive hazard mitigation and cooperative coordination will help maintain the effectiveness of response efforts, safeguarding public health and infrastructure in the wake of emergencies.

Volusia County Mosquito Control (VCMC) was established by the Florida Legislature and operates under the authority of F.S. Title XXIX (Public Health), Chapter 388, Chapter 110, and Article IX of the Volusia County Ordinances. Volusia County Mosquito Control is classified as a public utility under the North American Industry Classification System (NAICS) Code 926130, which includes the regulation and administration of communications, electric, gas, and other utilities.

Mosquito abatement operations are critical in the aftermath of hurricanes, as widespread rainfall and flooding create ideal breeding conditions for mosquitoes. Rapid population surges of disease-carrying mosquito species pose a serious threat to the health and safety of emergency response workers, increasing the risk of vector-borne illnesses. Implementing timely control measures is crucial to mitigating these risks and protecting public health.

(See Exhibit B: MC FAQ Map.)

Justification #4: Tree Impact Minimization and Preservation Efforts
While internal trees located within the required construction and grading limits cannot be preserved, the County has intentionally limited the disturbance footprint and is preserving and enhancing the perimeter tree canopy. Where feasible, trees will be preserved outside the core development area, and new trees will be planted along the perimeter to maintain landscape continuity.

Justification #5: Compliance with City of New Smyrna Beach Code
Per Section 604.051.F.(6)(a)(ii) of the City's Code, removal of historic trees is permitted when such trees interfere with the construction, operation, or maintenance of proposed public infrastructure. The attached International Society of Arboriculture-certified Arborist report (Exhibit D) documents the size, location, and condition of the affected trees and confirms their conflict with required site improvements and elevation changes.
The County is committed to balancing environmental stewardship with public infrastructure needs. We respectfully request that the City Commission consider these facts and supporting evidence in determining that the case for removal is more compelling than for preservation, as defined by the City Code.

Thank you for your consideration. We welcome the opportunity to present this request at the upcoming public hearing and to answer any questions.

Sincerely,

Jake Stehr
Professional Landscape Architect
Zev Cohen & Associates
300 Interchange Blvd. Suite C
Ormond Beach, Florida 32174
Attachments:
- Exhibit A: Stormwater and Floodplain Plan
- Exhibit B: Mosquito Control Fact Map
- Exhibit C: Historic Tree Removal Exhibit
- Exhibit D: ISA Arborist Tree Evaluation Report

THE CITY OF NEW SMYRNA BEACH - PUBLIC WORKS

ORDINANCE NO. 20-25: CONDUCT THE SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD GRANT A NON-EXCLUSIVE FRANCHISE AGREEMENT TO WAL-ROSE INC.

July 8, 2025

Background:

Section 66-111, Franchise Requirement, of the City's Code of Ordinances provides that: "No person shall provide construction and demolition debris-removal services, as defined by F.S. 403.703(6), in the City without being awarded a non-exclusive franchise agreement with the City if they wish to continue to provide construction & demolition (C & D) debris removal services within our City limits." Attached is Wal-Rose Inc's Non-Exclusive Franchise Ordinance application form and applicable attachments. Wal-Rose Inc meets all the requirements and staff is proposing that such a franchise agreement be issued to Wal-Rose Inc.

Fiscal Analysis:

This is a revenue generating item as the franchise agreement requires the hauler to pay the City $20.00 per roll off container haul to the County's landfill. No business impact statement is required under SB 170 because this ordinance relates to procurement of collection and disposal of construction and demolition debris services.

Strategic Plan Item:

No

Staff Report Created By: David Ray - Director - Public Works

Attachments:

Wall Rose Inc -Non-Exclusive Franchise Ordinance application.pdf
Business Impact Estimate - Ord 20-25 Non-Exclusive Franchise - Wal-Rose, Inc.pdf
Ord 20-25 Non Exclusive Franchise - Wal-Rose, Inc.pdf

City of New Smyrna Beach

CONSTRUCTION AND DEMOLITION ROLL-OFF SERVICE
NON-EXCLUSIVE FRANCHISE ORDINANCE APPLICATION

Please complete and return to the address below

Public Works Dept.
124 Industrial Park Avenue
New Smyrna Beach, FL 32168

Date: 4-4-2025

Applicant Name: Chris Sheets

Business Name: Wal-Rose, Inc.

Address: P.O. Box 728

Sanford, FL 32772

Telephone: 407/328-9999 **Fax:** 407/328-4229 **E-Mail:** chris@wal-rose.com

1. **Attach copy of Current State License for Disposal Site**

Proposed Disposal Site(s): Samsula Landfill

2. **Attach copy of City Occupational License (for your business location)**

3. **Attach copy of Current Insurance Certificate**
Naming City of New Smyrna Beach as additional insured with 30 days' notice prior to cancellation.

Insurance Carrier: Amerisure Insurance Company

Address:

Policy Number: GL21259680001

Applicant's Signature:

Applicant's printed name: Chris Sheets

Applicant's Title: Field Operations Manager

SEMINOLE COUNTY BUSINESS TAX RECEIPT

PO BOX 630, SANFORD, FL 32772 • 407-665-1000
WWW.SEMINOLECOUNTY.TAX

VALID THROUGH 09/30/25

WAL-ROSE INC
2150 MARQUETTE AVE
SANFORD, FL 32773

Account #: 212733

NOT REGULATED

**SANFORD CITY LICENSE REQUIRED **

MELINDA GRIFFITH (OFFICER) DUANE W GRIFFITH (OFFICER)

Receipt #: 10482024082707787 Amount Paid: $ 25.00 Date Paid: 08/27/2024

BUSINESS OWNER, PLEASE NOTE THE FOLLOWING:

• **DISPLAY THE ABOVE RECEIPT PROMINENTLY:** This Business Tax Receipt shall be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so the business shall be subject to the payment of another business tax for the same business or profession.

• **RENEW THIS TAX BEFORE IT EXPIRES:** Pursuant to Florida Statutes, all Business Tax Receipts shall be issued by the Tax Collector beginning July 1st of each year, and it shall expire on September 30th of the succeeding year. Those Business Tax Receipts issued as renewal accounts beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total penalty shall not exceed 25% of the business tax for the delinquent establishment (Florida Statute [FS] 205.053 [1]).

A 25% penalty shall be imposed on any individual engaged in any new business or profession without first obtaining a Seminole County Business Tax receipt ([FS] 205.053 [2]).

This Business Tax Receipt is only a receipt for business taxes paid. It does not permit the taxpayer to violate any existing regulatory or zoning laws of the state, county, or municipality, nor does it exempt the taxpayer from any other required licenses, registrations, certifications, or permits. Business Tax requirements are subject to legislative change.

REPORT ALL CHANGES: The holder of this Business Tax Receipt is required to report a change in the following: Ownership, Business Location, Mailing Address, or any other information that would alter the status of the current year's information. This includes, but is not limited to, the loss of or a change in a State or Regulatory License which was used to qualify for the business identified on the current County Business Tax Receipt. If you have any changes to report, contact the Business Tax Department at 407-665-7636.

WAL-ROSE INC
PO BOX 728
SANFORD, FL 32772

FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

Permit Issued to:

Samsula Landfill, Inc.
363 State Road 415
New Smyrna Beach, Florida
(386) 423-6769

WACS Facility ID No.: 83626
Facility Name: Samsula Landfill, Inc. – C&D Debris and Recycling Facility
363 State Road 415
New Smyrna Beach, Volusia County, Florida

Contact Person:
Gary Broullette, General Manager
363 State Road 415, New Smyrna Beach, FL 321688
newyanceys@aol.com
(386) 429-6769

Solid Waste Operation Permit Renewal
Permit No.: 0138211-007-SO-24
Replaces Permit No.: 0138211-006-SO-24

Permit Issued: April 27, 2023
Permit Renewal Application Due Date: February 25, 2033
Permit Expires: April 27, 2033

Permitting Authority
Florida Department of Environmental Protection
2600 Blair Stone Road
Tallahassee, Florida 32399
(850) 245-8705

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/4/2025

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 1000 Wekiva Springs Road Longwood FL 32779 License#: L004874	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 407-869-4200 **FAX (A/C, No):** 407-862-7656 **E-MAIL ADDRESS:** StahlCertificates@higginbotham.net
INSURED WAL-INC-01 Wal-Rose, Inc. P.O. Box 728 Sanford FL 32772-0728	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Amerisure Insurance Company — 19488 **INSURER B :** XL Specialty Insurance Co. — 37885 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1810889797 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GL21259680001	6/1/2024	6/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CA2125967001	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 0			CU21259690002	6/1/2024	6/1/2025	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC21259700001	6/1/2024	6/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Installation Floater			UM00038702MA24A	6/1/2024	6/1/2025	Installation Floater	300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured status including Ongoing Operations, Products and Completed Operations and Primary and Non-Contributory is automatically provided for City of New Smyrna Beach where required by written contract subject to the provisions of endorsement CG7324 0323 for General Liability coverage.

Additional Insured status including Primary and Non Contributory is automatically provided for City of New Smyrna Beach where required by written contract subject to the provisions of endorsement CG7289 0417 for General Liability Coverage. Waiver of Subrogation and Aggregate Per Project applies per endorsement CG7289 0417.

30 Day Notice of Cancellation except for 10 Day Notice of Cancellation for Non-Payment of Premium subject to endorsement IL7045 0507.

CERTIFICATE HOLDER

City of New Smyrna Beach
Public Works Department
New Smyrna Beach FL 32168

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S BLANKET FLEX ADDITIONAL INSURED ENDORSEMENT – FORM A

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number GL21259680001	**Agency Number** 0825486	**Policy Effective Date** 06/01/2024
Policy Expiration Date 06/01/2025	**Date** 05/28/2024	**Account Number** 11052371
Named Insured Wal-Rose, Inc	**Agency** Stahl & Associates Insurance, Inc	**Issuing Company** Amerisure Insurance Company

A. SECTION II - WHO IS AN INSURED is amended to add as an additional insured:

1. Any person ororganization with whom you have agreed in a "written agreement" that such person or organization be added as an additional insured on this policy, and any other person or organization you are required to add as an additional insured under such "written agreement".

2. If "your work" began under a written letter of intent or written work order, any person or organization who issued the written letter of intent or written work order, but:

a. such coverage will apply only for 30 calendar days following the date the written letter of intent or written work order was issued; and

b. the person or organization is an additional insured only for, and to the extent of, liability arising out of "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the written letter of intent or written work order. This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

For the purposes of the coverage provided by this endorsement, a "written agreement" means a written contract or written agreement that:

1. requires you to include a person or organization as an additional insured for a period of time during the policy period; and

2. is executed prior to the occurrence of "bodily injury", "property damage", or "personal and advertising injury" that forms the basis for a claim under this policy.

The insurance provided by this endorsement does not apply to any person or organization that is specifically listed as an additional insured on another endorsement attached to this policy.

B. The coverage provided to any person or organization added as an additional insured pursuant to Paragraph **A.1** is limited as follows:

1. If the "written agreement" specifically and exclusively requires you to name the person or organization as an additional insured using the ISO CG 20 10 endorsement with edition dates of 11 85 or 10 01, or the ISO CG 20 37 10 01 endorsement, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" for that insured by or for you.

2. If the "written agreement" requires you to name the person or organization as an additional insured using the ISO CG 20 10 and or CG 20 37 endorsements without specifically and exclusively requiring the 11 85 or 10 01 edition dates, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

3. If the "written agreement" requires you to name the person or organization as an additional insured for operations arising out of your work and does not specify an ISO additional insured endorsement, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of your acts or omissions, or the acts or omissions of others working on your behalf, in the performance of your work as specified in the "written agreement". This coverage does not apply to liability arising out of the sole negligence of the additional insured unless specifically required in the "written agreement".

4. If none of the above paragraphs apply, then the person or organization is an additional insured only for, and to the extent of, liability arising out of "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the "written agreement". This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

C. The insurance provided to an additional insured under this endorsement does not apply to:

1. "Bodily injury" or "property damage" included in the "products-completed operations hazard" unless the "written agreement" specifically requires such coverage (including by specifically requiring the CG 20 10 11 85). To the extent the "written agreement" requires such coverage for a specified amount of time, the coverage provided by this endorsement is limited to the amount of time required for such coverage by the "written agreement".

2. "Bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:

a. The preparing, approving, or failing to prepare or approve:
- **(1)** Maps;
- **(2)** Drawings;
- **(3)** Opinions;
- **(4)** Reports;
- **(5)** Surveys;
- **(6)** Change orders;

(7) Design specifications; and

b. Supervisory, inspection, or engineering services.

D. The limits of insurance that apply to the additional insured are the least of those specified in the "written agreement" or declarations of this policy.

Coverage provided by this endorsement for any additional insured shall not increase the applicable Limits of Insurance shown in the Declarations. The limits of insurance that apply to the additional insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

E. With respect to the coverage provided by this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **4. Other Insurance** is deleted and replaced with the following:

4. **Other Insurance.**

a. Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

(1) Primary;
(2) Excess;
(3) Contingent; or
(4) On any other basis.

In addition, this insurance is excess over any self-insured retentions, deductibles, or captive retentions payable by the additional insured or payable by any person or organization whose coverage is available to the additional insured.

However, if the "written agreement" requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative only to the other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance. For any other insurance available to the additional insured where that person or organization is not a Named Insured, this policy will share coverage with that other insurance based on the terms specified in Paragraph **b**. Method of Sharing below.

b. Method of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this method, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA

CONTRACTORS GENERAL LIABILITY EXTENSION ENDORSEMENT

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This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Under **SECTION I – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** paragraph **2. EXCLUSIONS**, provisions **1.** through **6.** of this endorsement are excess over any valid and collectible insurance (including any deductible) available to the insured, whether primary, excess or contingent (**SECTION IV –**

COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph **4. Other Insurance** is changed accordingly). Provisions **1.** through **6.** of this endorsement amend the policy as follows:

1. PROPERTY DAMAGE LIABILITY – ALIENATED PREMISES

A. Exclusion **j. Damage to Property,** paragraph **(2)** is deleted.

B. The following paragraph is also deleted from Exclusion **j. Damage to Property**:

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

2. PROPERTY DAMAGE LIABILITY – ELEVATORS AND SIDETRACK AGREEMENTS

A. Exclusion **j. Damage to Property**, paragraphs **(3), (4),** and **(6)** do not apply to the use of elevators.

B. Exclusion **k. Damage to Your Product** does not apply to:

1. The use of elevators; or

2. Liability assumed under a sidetrack agreement.

3. PROPERTY DAMAGE LIABILITY – PROPERTY LOANED TO THE INSURED OR PERSONAL PROPERTY IN THE CARE, CUSTODY AND CONTROL OF THE INSURED

A. Exclusion **j. Damage to Property,** paragraphs **(3)** and **(4)** are deleted.

B. Coverage under this provision **3.** does not apply to "property damage" that exceeds $25,000 per occurrence or $25,000 annual aggregate.

4. PRODUCT RECALL EXPENSE

A. Exclusion **n. Recall Of Products, Work Or Impaired Property** does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". This exception to the exclusion does not apply to "product recall expenses" resulting from:

1. Failure of any products to accomplish their intended purpose;

2. Breach of warranties of fitness, quality, durability or performance;

3. Loss of customer approval or any cost incurred to regain customer approval;

4. Redistribution or replacement of "your product", which has been recalled, by like products or substitutes;

5. Caprice or whim of the insured;

6. A condition likely to cause loss, about which any insured knew or had reason to know at the inception of this insurance;

7. Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;

8. Recall of "your product(s)" that have no known or suspected defect solely because a known or suspected defect in another of "your product(s)" has been found.

B. Under **SECTION III – LIMITS OF INSURANCE**, paragraph **3.** is replaced in its entirety as follows and paragraph **8.** is added:

3. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:

a. Damages under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and

b. "Product recall expenses".

8. Subject to paragraph **5.** above [of the CGL Coverage Form], $25,000 is the most we will pay for all "product recall expenses" arising out of the same defect or deficiency.

5. NONOWNED WATERCRAFT AND NONOWNED AIRCRAFT (HIRED, RENTED OR LOANED WITH PAID CREW)

Exclusion **g. Aircraft, Auto or Watercraft,** paragraph **(2)** is deleted and replaced with the following:

[This exclusion does not apply to:]

(2) A watercraft you do not own that is:

(a) Less than 75 feet long; and

(b) Not being used to carry any person or property for a charge;

Exclusion **g. Aircraft, Auto or Watercraft,** paragraph **(6)** is added as follows:

[This exclusion does not apply to:]

(6) An aircraft you do not own, provided that:

(a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

(b) The aircraft is rented to you with a trained, paid crew; and

(c) The aircraft is not being used to carry any person or property for a charge.

6. BLANKET CONTRACTUAL LIABILITY – RAILROADS

Under **SECTION V – DEFINITIONS**, paragraph **c.** of "Insured Contract" is deleted and replaced by the following:

c. Any easement or license agreement;

'Under **SECTION V – DEFINITIONS**, paragraph **f.(1) of** "Insured Contract" is deleted.

7. CONTRACTUAL LIABILITY – PERSONAL AND ADVERTISING INJURY

Under **SECTION I – COVERAGE B.,** paragraph **2. Exclusions**, paragraph **e. Contractual Liability** is deleted.

8. SUPPLEMENTARY PAYMENTS

Under **SECTION I – SUPPLEMENTARY PAYMENTS – COVERAGES A AND B,** paragraphs **1.b.** and **1.d.** are deleted and replaced with the following:

b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

9. BROADENED WHO IS AN INSURED

SECTION II – WHO IS AN INSURED is deleted and replaced with the following:

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees," other than either your "executive officers," (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insured for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services except as provided in provision **10.** of this endorsement.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees," "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only;

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.

e. Your subsidiaries if:

(1) They are legally incorporated entities; and

(2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy.

If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

f. Any person or organization, including any manager, owner, lessor, mortgagee, assignee or receiver of premises, to whom you are obligated under a written contract to provide insurance such as is afforded by this policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises or land leased to you, including common or public areas about such premises or land if so required in the contract.

However, no such person or organization is an insured with respect to:

(1) Any "occurrence" that takes place after you cease to occupy or lease that premises or land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

g. Any state or political subdivision but only as respects legal liability incurred by the state or political subdivision solely because it has issued a permit with respect to operations performed by you or on your behalf.

However, no state or political subdivision is an insured with respect to:

(1) "Bodily injury", "property damage", and "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

h. Any person or organization who is the lessor of equipment leased to you to whom you are obligated under a written contact to provide insurance such as is afforded by this policy, but only with respect to their liability arising out of the maintenance, operation or use of such equipment by you or a subcontractor on your behalf with your permission and under your supervision.

However, no such person or organization is an insured with respect to any "occurrence" that takes place after the equipment lease expires.

i. Any architect, engineer, or surveyor engaged by you under a written contract but only with respect to liability arising out of your premises or "your work."

However, no architect, engineer, or surveyor is an insured with respect to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

(2) Supervisory, inspection, or engineering services.

This paragraph **i.** does not apply if a separate Additional Insured endorsement providing liability coverage for architects, engineers, or surveyors engaged by you is attached to the policy.

If the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, the insurance provided by paragraphs **f.** through **i.** above will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded until the end of the policy period.

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

d. Coverage **A** does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

4. Any person or organization (referred to below as vendor) with whom you agreed under a written contract to provide insurance is an insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" that are distributed or sold in the regular course of the vendor's business.

However, no such person or organization is an insured with respect to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in "your product" made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your product";

g. "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in subparagraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This paragraph **4.** does not apply to any insured person or organization from which you have acquired "your product", or any ingredient, part, or container, entering into, accompanying or containing "your product". This paragraph **4.** also does not apply if a separate Additional Insured endorsement, providing

liability coverage for "bodily injury" or "property damage" arising out of "your product" that is distributed or sold in the regular course of a vendor's business, is attached to the policy.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

10. INCIDENTAL MALPRACTICE LIABILITY

As respects provision **9., SECTION II – WHO IS AN INSURED**, paragraph **2.a.(1)(d)** does not apply to any "employee" who provides incidental medical or paramedical services, provided that you are not engaged in the business or occupation of providing such services. This incidental malpractice coverage is excess over any available medical professional liability coverage.

Under **SECTION III – LIMITS OF INSURANCE,** provisions **11.** through **14.** of this endorsement amend the policy as follows:

11. AGGREGATE LIMITS PER PROJECT

The General Aggregate Limit applies separately to each of your construction projects away from premises owned by or rented to you.

12. AGGREGATE LIMITS PER LOCATION

The General Aggregate Limit applies separately to each of your locations, but only when required by written contract, written agreement or certificate of insurance. As respects this provision **12.**, your locations are premises you own, rent or use involving the same or connecting lots or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad. However, your locations do not include any premises where you, or others acting on your behalf, are performing construction operations.

13. INCREASED MEDICAL PAYMENTS LIMIT

A. **SECTION III – LIMITS OF INSURANCE,** paragraph **7.**, the Medical Expense Limit, is subject to all of the terms of **SECTION III – LIMITS OF INSURANCE** and is the greater of:

1. $10,000; or

2. The amount shown in the Declarations for Medical Expense Limit.

B. This provision **13.** does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Form or by endorsement.

14. DAMAGE TO PREMISES RENTED TO YOU – SPECIFIC PERILS AND INCREASED LIMIT

A. The word fire is changed to "specific perils" where it appears in:

1. The last paragraph of **SECTION I – COVERAGE A,** paragraph **2. Exclusions;**

2. **SECTION IV**, paragraph **4.b. Excess Insurance.**

B. The Limits of Insurance shown in the Declarations will apply to all damage proximately caused by the same event, whether such damage results from a "specific peril" or any combination of "specific perils."

C. The Damage To Premises Rented To You Limit described in **SECTION III – LIMITS OF INSURANCE**, paragraph **6.,** is replaced by a new limit, which is the greater of:

1. $1,000,000; or

2. The amount shown in the Declarations for Damage To Premises Rented To You Limit.

D. This provision **14.** does not apply if the Damage To Premises Rented To You Limit of **SECTIONI – COVERAGE A** is excluded either by the provisions of the Coverage Form or by endorsement.

E. "Specific Perils" means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; weight of snow, ice or sleet; or "water damage".

"Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

15. BROADENED LEGAL LIABILITY COVERAGE FOR LANDLORD'S BUSINESS PERSONAL PROPERTY

Under **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions**, **j. Damage to Property**, the first paragraph following paragraph **(6)** is deleted and replaced with the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to a landlord's business personal property that is subject to, or part of, a premises lease or rental agreement with that landlord.

The most we will pay for damages under this provision **15.** is $10,000. A $250 deductible applies.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, provisions **16.** through **18.** of this endorsement amend the policy as follows:

16. BROADENED KNOWLEDGE OF OCCURRENCE

Under **2. Duties In The Event Of Occurrence, Offense, Claim, Or Suit,** paragraph **a.** is deleted and replaced and paragraphs **e.** and **f.** are added as follows:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. Knowledge of an "occurrence" or an offense by your "employee(s)" shall not, in itself, constitute knowledge to you unless one of your partners, members, "executive officers", directors, or managers has knowledge of the "occurrence" or offense. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

e. If you report an "occurrence" to your workers compensation carrier that develops into a liability claim for which coverage is provided by this Coverage Form, failure to report such an "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of paragraphs **a., b.,** and **c.** above. However, you shall give written notice of this "occurrence" to us as soon you become aware that this "occurrence" may be a liability claim rather than a workers compensation claim.

f. You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

(1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

(2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under the insurance.

17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph **6. Representations** is deleted and replaced with the following:

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us;

c. We have issued this policy in reliance upon your representations; and

d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in the description of any premises or operations intended to be covered by this Coverage Form as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

18. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** is deleted and replaced with the following:

8. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. However, if

the insured has waived rights to recover through a written contract, or if "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

19. MOBILE EQUIPMENT REDEFINED

Under **SECTION V – DEFINITIONS**, paragraph **12**. "Mobile equipment", paragraph **f. (1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

20. ADDITIONAL DEFINITIONS

1. SECTION V – DEFINITIONS, paragraph **4.** "Coverage territory" is replaced by the following definition:

"Coverage territory" means anywhere in the world with respect to liability arising out of "bodily injury," "property damage," or "personal and advertising injury," including "personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a settlement to which we agree or in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada.

2. SECTION V – DEFINITIONS is amended by the addition of the following definitions:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product Recall expenses" mean only reasonable and necessary extra costs, which result from or are related to the recall or withdrawal of "your product" for:

a. Telephone and telegraphic communication, radio or television announcements, computer time and newspaper advertising;

b. Stationery, envelopes, production of announcements and postage or facsimiles;

c. Remuneration paid to regular employees for necessary overtime or authorized travel expense;

d. Temporary hiring by you or by agents designated by you of persons, other than your regular employees, to perform necessary tasks;

e. Rental of necessary additional warehouse or storage space;

f. Packaging of or transportation or shipping of defective products to the location you designate; and

g. Disposal of "your products" that cannot be reused. Disposal expenses do not include:

(1) Expenses that exceed the original cost of the materials incurred to manufacture or process such product; and

(2) Expenses that exceed the cost of normal trash discarding or disposal, except as are necessary to avoid "bodily injury" or "property damage".

21. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

Under **SECTION I – COVERAGE A.**, paragraph **2. Exclusions**, subparagraph **a. Expected Or Intended Injury** is deleted and replaced with the following:

[This insurance does not apply to:]

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

22. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **SECTION I – COVERAGE A.**, paragraph **2. Exclusions**, exclusion **k. Damage to Your Product** and exclusion **l. Damage to Your Work** are deleted and replaced with the following:

[This insurance does not apply to:]

k. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it, except when caused by or resulting from:

(1) Fire;

(2) Smoke:

(3) "Collapse"; or

(4) Explosion.

For purposes of exclusion k. above, "collapse" means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

l. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard". This exclusion does not apply:

(1) If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or

(2) If the cause of loss to the damaged work arises as a result of:

(a) Fire;

(b) Smoke;

(c) "Collapse"; or

(d) Explosion.

For purposes of exclusion l. above, "collapse" means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

B. The following paragraph is added to **SECTION III – LIMITS OF INSURANCE**:

Subject to **5.** above [of the CGL Coverage Form], $100,000 is the most we will pay under Coverage **A** for the sum of damages arising out of any one "occurrence" because of "property damage" to "your product" and "your work" that is caused by fire, smoke, collapse or explosion and is included within the "product-completed operations hazard". This sublimit does not apply to "property damage" to "your work" if the damaged work, or the work out of which the damage arises, was performed on your behalf by a subcontractor.

23. BROADENED BODILY INJURY COVERAGE

Under **SECTION V – DEFINITIONS**, the definition of "bodily injury" is deleted and replaced with the following:

3. "Bodily injury"

a. Means physical:

(1) Injury;

(2) Disability;

(3) Sickness; or

(4) Disease;

sustained by a person, including death resulting from any of these at any time.

b. Includes mental:

(5) Anguish;

(6) Injury;

(7) Humiliation;

(8) Fright; or

(9) Shock;

directly resulting from any "bodily injury" described in paragraph **3.a.**

c. All "bodily injury" described in paragraph **3.b.** shall be deemed to have occurred at the time the "bodily injury" described in paragraph **3.a.** occurred.

24. DESIGNATED COMPLETED PROJECTS – AMENDED LIMITS OF INSURANCE

When a written contract or written agreement between you and another party requires project-specific limits of insurance exceeding the limits of this policy;

A. for "bodily injury" or "property damage" that occurs within any policy period for which we provided coverage; and

B. for "your work" performed within the "products-completed operation hazard"; and

C. for which we previously issued Amendment Of Limits Of Insurance (Designated Project Or Premises) CG 71 94 either during this policy term or a prior policy term; and

D. that designated project is now complete;

the limits of insurance shown in the CG 71 94 schedule will replace the limits of insurance of this policy for the designated project and will continue to apply for the amount of time the written contract or written agreement requires, subject to the Florida 10-year statute of repose. These limits are inclusive of and not in addition to the replaced limits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – THIRD PARTY

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
TRUCKERS COVERAGE FORM

Subject to the cancellation and/or nonrenewal provisions of the Coverage Form to which this endorsement is attached, we will not:

1. Cancel;
2. Nonrenew; or,
3. Materially change (reduce or restrict)

this Coverage Form, except for nonpayment of premium, until we provide at least 30 days written notice of such cancellation, nonrenewal or material change. Written notice will be to the person or organization named in the Schedule.

This notification of cancellation, nonrenewal or material change to the person or organization named in the Schedule is intended as a courtesy only. If the person or organization named in the Schedule does not receive such notification within the time frame stated in this endorsement, this will not:

1. Extend any Coverage Form cancellation date;
2. Negate the cancellation as to any insured or any certificate holder;
3. Provide any additional insurance that would not have been provided in the absence of this endorsement; or
4. Impose liability of any kind upon us.

This endorsement does not entitle the person or organization named in the Schedule to any benefits, rights or protection under this Coverage Form.

SCHEDULE

Name Of Person Or Organization	**Mailing Address**
On file with agency	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA ADVANTAGE
COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The premium for this endorsement is $_____

1. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS - CANCELLATION, Paragraph **A.2.** is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE A.1. WHO IS AN INSURED is amended by the addition of the following:

d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured. However,

(1) Coverage under this provision is afforded only until the end of the policy period;

(2) Coverage does not apply to “accidents” or “loss” that occurred before you acquired or formed the organization; and

(3) Coverage does not apply to an organization that is an “insured” under any other policy or would be an “insured” but for its termination or the exhausting of its limit of insurance.

e. Any “employee” of yours using:

(1) A covered “auto” you do not own, hire or borrow, or a covered “auto” not owned by the “employee” or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or

(2) An “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business. However, your “employee” does not qualify as an insured under this paragraph (2) while using a covered “auto” rented from you or from any member of the “employee’s” household.

f. Your members, if you are a limited liability company, while using a covered “auto” you do not own, hire, or borrow, while performing duties related to the conduct of your business or your personal affairs.

g. Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered “autos”.

This provision does not apply:

(1) Unless the written contract or agreement is executed or the permit is issued prior to the “bodily injury” or “property damage”;

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(2) To any person or organization included as an insured by an endorsement or in the Declarations; or

(3) To any lessor of “autos” unless:

(a) The lease agreement requires you to provide direct primary insurance for the lessor;

(b) The “auto” is leased without a driver; and

(c) The lease had not expired.

Leased “autos” covered under this provision will be considered covered “autos” you own and not covered “autos” you hire.

h. Any legally incorporated organization or subsidiary in which you own more than 50% of the voting stock on the effective date of this endorsement.

This provision does not apply to “bodily injury” or “property damage” for which an “insured” is also an insured under any other automobile policy or would be an insured under such a policy, but for its termination or the exhaustion of its limits of insurance, unless such policy was written to apply specifically in excess of this policy.

3. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Under SECTION II - LIABILITY COVERAGE, A.2.a. Supplementary Payments, paragraphs (2) and (4) are deleted and replaced with the following:

(2) Up to $2500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to $500 a day because of time off from work.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS, paragraph **5. FELLOW EMPLOYEE** is deleted and replaced by the following:

“Bodily injury” to any fellow “employee” of the “insured” arising out of and in the course of the fellow “employee’s” employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your “employees” that are officers or managers if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND LOSS OF USE EXPENSE

A. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, the following is added:

If any of your owned covered “autos” are covered for Physical Damage, we will provide Physical Damage coverage to “autos” that you or your “employees” hire or borrow, under your name or the “employee’s” name, for the purpose of doing your work. We will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule.

B. Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS,** paragraph **b. Loss of Use Expenses** is deleted and replaced with the following:

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an “insured” becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision, only if the Declarations indicate that Comprehensive Coverage is provided for any covered “auto”;

(2) Specified Causes of Loss, only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered “auto”; or

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(3) Collision, only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $30 per day, to a maximum of $2,000.

C. Under **SECTION IV – BUSINESS AUTO CONDITIONS**, paragraph **5.b. Other Insurance** is deleted and replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and

2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. LOAN OR LEASE GAP COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

(a) The amount paid under the Physical Damage Coverage Section of the policy; and

(b) Any:

(1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;

(4) Security deposits not refunded by a lessor; and

(5) Carry-over balances from previous loans or leases.

7. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, paragraph **4. Coverage Extension**s is deleted and replaced by the following:

4. Coverage Extensions

(a) We will pay up to $75 per day to a maximum of $2000 for transportation expense incurred by you because of covered "loss". We will pay only for those covered "autos" for which you carry Collision Coverage or either Comprehensive Coverage or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 24 hours after the covered "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". This coverage is in addition to the otherwise applicable coverage you have on a covered "auto". No deductibles apply to this coverage.

(b) This coverage does not apply while there is a spare or reserve "auto" available to you for your operation.

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8. AIRBAG COVERAGE

SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS, Paragraph **3**. is deleted and replaced by the following:

We will not pay for “loss” caused by or resulting from any of the following unless caused by other “loss” that is covered by this insurance:

a. Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.

b. Blowouts, punctures or other road damage to tires.

9. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

No deductible applies to glass damage.

10. COLLISION COVERAGE – WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

When there is a “loss” to your covered “auto” insured for Collision Coverage, no deductible will apply if the “loss” was caused by a collision with another “auto” insured by us.

11. KNOWLEDGE OF ACCIDENT

SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS, paragraph a. is deleted and replaced by the following:

a. You must see to it that we are notified as soon as practicable of an “accident”, claim, “suit” or “loss". Knowledge of an “accident”, claim, ”suit” or “loss” by your “employees” shall not, in itself, constitute knowledge to you unless one of your partners, executive officers, directors, managers, or members (if you are a limited liability company) has knowledge of the “accident”, claim, “suit” or “loss". Notice should include:

(1) How, when and where the “accident” or “loss” occurred;

(2) The “insured’s” name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

12. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

SECTION IV - BUSINESS AUTO CONDITIONS A.5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is deleted and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after “accident” or “loss” to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD is amended by the addition of the following:

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in your representations as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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14. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SCHEDULE

Description of Covered "Auto":

Limit of Insurance	Deductible
$500	$250

A. Coverage

1. We will pay, with respect to a covered "auto" described in the above Schedule, for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit that is permanently installed in the covered "auto" at the time of "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".

2. We will pay, with respect to a covered "auto" described in the above Schedule, for "loss" to any accessories used with the electronic equipment described in paragraph A.1. above. However, this does not include tapes, records or discs.

B. Exclusions

For purposes of this provision 14, the exclusions that apply to Physical Damage Coverage, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided by this endorsement. In addition, the following exclusions apply:

We will not pay, under this endorsement, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

2. Both:

a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and

b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

3. A device designed or used to detect speed measuring equipment such as radar or laser detectors or a jamming apparatus intended to elude or disrupt speed measurement equipment, whether permanently installed or temporarily mounted in or on the covered "auto".

C. Limit of Insurance

With respect to coverage under provision 14. of this endorsement, the Limit of Insurance provision of Physical Damage Coverage is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment, as described in paragraph A. above, as a result of any one "accident", is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

c. The amount shown in the Schedule.

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2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the “loss”.

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

D. Deductible

1. If “loss” to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, is the result of a “loss” to the covered “auto” under this Coverage Form’s Comprehensive or Collision Coverage, then for each covered “auto” our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to “loss” to audio, visual or data electronic equipment caused by fire or lightning.

2. If “loss” to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, is the result of a “loss” to the covered “auto” under this Coverage Form’s Specified Causes of Loss Coverage, then for each covered “auto” our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule of this endorsement.

3. If “loss” occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, then for each covered “auto” our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule of this endorsement.

4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

E. When This Provision Becomes Void

This provision, **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**, is void if CA 99 60, Audio, Visual And Data Electronic Equipment Coverage, is attached to the policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - PRIMARY NON-CONTRIBUTORY COVERAGE WHEN REQUIRED BY INSURED CONTRACT OR CERTIFICATE

This endorsement modifies insurance provided under the

BUSINESS AUTO COVERAGE FORM

The provisions of the Coverage Form apply unless changed by this endorsement.

This endorsement identifies person(s) or organization(s) who are “insured” under the Who Is An Insured Provision of the Coverage Form.

This endorsement changes the policy on the inception date of the policy, unless another date is shown below.

Endorsement Effective:	Countersigned By:
06/01/2024	
Named Insured:	(Authorized Representative)
Wal-Rose, Inc	

(No entry may appear above. If so, information to complete this endorsement is in the Declarations.)

1. Section II – Liability Coverage, A. Coverage, 1. Who Is An Insured is amended to add:

   Any person or organization with whom you have an “insured contract” which requires:

   i. that person or organization to be added as an “insured” under this policy or on a certificate of insurance; and
   ii. this policy to be primary and non-contributory to any like insurance available to the person or organization.

Each such person or organization is an “insured” for Liability Coverage. They are an “insured” only if that person or organization is an “insured” under in **SECTION II** of the Coverage Form.

The contract between the Named Insured and the person or organization is an “insured contract”.

2. Section IV – Business Auto Conditions, B. General Conditions, 5. Other Insurance, paragraph d. is deleted and replaced by the following for the purpose of this endorsement only:

   d. When coverage provided under this Coverage Form is also provided under another Coverage Form or policy, we will provide coverage on a primary, non-contributory basis.

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AMERISURE INSURANCE COMPANY

NCCI Code No. 11525

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

INFORMATION PAGE- NEW POLICY

Issuing Office
ST PETERSBURG BRANCH

POLICY NUMBER	Renewal of	Agent	Producer
WC 21259700001	NEW	0825309	STAHL & ASSOCIATES INSURANCE, INC.

Item 1. Name of Insured and Address

WAL-ROSE, INC.
PO BOX 728
SANFORD, FL 32772-0728

___ Individual ___ Partnership
_X_ Corporation or _____

FEIN 593317838
INTRA NO. FL 097572593
INTER NO.
CUSTOMER NO. 11052371
GROUP:

POLICY PAGE 5

** EXTENSION OF INFORMATION PAGE - ITEM 3D **
** ENDORSEMENT SCHEDULE **

SCHEDULE PAGE 1

STATE	NUMBER	DESCRIPTION	EDITION DATE
	WC 00 00 00C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY	01/01/2015
	WC 00 03 02	DESIGNATED WORKPLACES EXCLUSION ENDORSEMENT	04/01/1984
	WC 00 03 13	WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT	04/01/1984
	WC 00 04 03	EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT	04/01/1984
	WC 00 04 04	PENDING RATE CHANGE ENDORSEMENT	04/01/1984
	WC 00 04 06A	PREMIUM DISCOUNT ENDORSEMENT	07/01/1995
	WC 00 04 14A	NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT	01/01/2019
	WC 00 04 19	PREMIUM DUE DATE ENDORSEMENT	01/01/2001
FL	WC 09 03 03	FLORIDA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT	08/01/2005
FL	WC 09 04 01	FLORIDA CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT ENDORSEMENT	06/01/1987
FL	WC 09 04 02A	FLORIDA EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT	05/01/2017
FL	WC 09 04 03C	FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT	01/01/2021
FL	WC 09 04 07A	FLORIDA NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT	03/01/2024
FL	WC 09 05 04B	FL RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT ONE-YEAR PLAN-MULTIPLE LINES	01/01/2019
FL	WC 09 06 06	FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT	10/01/1998
FL	WC 09 06 07A	FL WORKERS COMPENSATION INSURANCE GUARANTY ASSOCIATION SURCHARGE ENDORSEMENT	07/01/2019

Issue Date 06/20/2024

AMERISURE INSURANCE COMPANY

NCCI Code No. 11525

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

INFORMATION PAGE- NEW POLICY

Issuing Office
ST PETERSBURG BRANCH

POLICY NUMBER	Renewal of	Agent	Producer
WC 21259700001	NEW	0825309	STAHL & ASSOCIATES INSURANCE, INC.

Item 1. Name of Insured and Address

WAL-ROSE, INC.
PO BOX 728
SANFORD, FL 32772-0728

___ Individual ___ Partnership
_X_ Corporation or _____

FEIN 593317838
INTRA NO. FL 097572593
INTER NO.
CUSTOMER NO. 11052371
GROUP:

POLICY PAGE 6

** EXTENSION OF INFORMATION PAGE - ITEM 3D **
** ENDORSEMENT SCHEDULE **

SCHEDULE PAGE 2

STATE	NUMBER	DESCRIPTION	EDITION DATE
FL	WC 99 00 03	FLORIDA - PRIVACY PROTECTION CONDITION	08/26/2001
	WC 99 06 09	AIC SIGNATURE PAGE	01/01/2015

Issue Date 06/20/2024

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

"Any person or organization required by written contract or certificate of insurance."

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

The endorsement does not apply to policies or exposure in Missouri where the employer is in the construction group of classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications. For policies or exposure in Missouri, the following must be included in the Schedule:

- Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by _____

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY NON-CONTRIBUTORY COVERAGE WHEN REQUIRED BY WRITTEN AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

With respect to any additional insured coverage provided under this policy, or by any endorsement to this policy, **SECTION IV – CONDITIONS**, paragraph **5. Other Insurance** is deleted and replaced by the following:

5. Other Insurance

a. Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

(1) Primary;
(2) Excess;
(3) Contingent; or
(4) On any other basis.

In addition, this insurance is excess over any self-insured retentions, deductibles, or captive retentions payable by the additional insured or payable by any person or organization whose coverage is available to the additional insured.

However, if a "written agreement" requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative only to the other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance. For any other insurance available to the additional insured where that person or organization is not a Named Insured, this policy will share coverage with that other insurance based on the terms specified in Paragraph b. Method of Sharing below.

b. Method of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this method, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

For the purposes of the coverage provided by this endorsement, a "written agreement" means a written contract or written agreement that:

1. requires you to include a person or organization as an additional insured for a period of time during the policy period; and
2. is executed prior to the occurrence of "bodily injury", "property damage", or "personal and advertising injury" that forms the basis for a claim under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following is added to Paragraph **9. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S BLANKET FLEX ADDITIONAL INSURED ENDORSEMENT – FORM A

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number GL21259680001	**Agency Number** 0825486	**Policy Effective Date** 06/01/2024
Policy Expiration Date 06/01/2025	**Date** 05/28/2024	**Account Number** 11052371
Named Insured Wal-Rose, Inc	**Agency** Stahl & Associates Insurance, Inc	**Issuing Company** Amerisure Insurance Company

A. SECTION II - WHO IS AN INSURED is amended to add as an additional insured:

1. Any person ororganization with whom you have agreed in a "written agreement" that such person or organization be added as an additional insured on this policy, and any other person or organization you are required to add as an additional insured under such "written agreement".

2. If "your work" began under a written letter of intent or written work order, any person or organization who issued the written letter of intent or written work order, but:

a. such coverage will apply only for 30 calendar days following the date the written letter of intent or written work order was issued; and

b. the person or organization is an additional insured only for, and to the extent of, liability arising out of "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the written letter of intent or written work order. This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

For the purposes of the coverage provided by this endorsement, a "written agreement" means a written contract or written agreement that:

1. requires you to include a person or organization as an additional insured for a period of time during the policy period; and

2. is executed prior to the occurrence of "bodily injury", "property damage", or "personal and advertising injury" that forms the basis for a claim under this policy.

The insurance provided by this endorsement does not apply to any person or organization that is specifically listed as an additional insured on another endorsement attached to this policy.

B. The coverage provided to any person or organization added as an additional insured pursuant to Paragraph **A.1** is limited as follows:

1. If the "written agreement" specifically and exclusively requires you to name the person or organization as an additional insured using the ISO CG 20 10 endorsement with edition dates of 11 85 or 10 01, or the ISO CG 20 37 10 01 endorsement, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" for that insured by or for you.

2. If the "written agreement" requires you to name the person or organization as an additional insured using the ISO CG 20 10 and or CG 20 37 endorsements without specifically and exclusively requiring the 11 85 or 10 01 edition dates, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

3. If the "written agreement" requires you to name the person or organization as an additional insured for operations arising out of your work and does not specify an ISO additional insured endorsement, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of your acts or omissions, or the acts or omissions of others working on your behalf, in the performance of your work as specified in the "written agreement". This coverage does not apply to liability arising out of the sole negligence of the additional insured unless specifically required in the "written agreement".

4. If none of the above paragraphs apply, then the person or organization is an additional insured only for, and to the extent of, liability arising out of "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the "written agreement". This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

C. The insurance provided to an additional insured under this endorsement does not apply to:

1. "Bodily injury" or "property damage" included in the "products-completed operations hazard" unless the "written agreement" specifically requires such coverage (including by specifically requiring the CG 20 10 11 85). To the extent the "written agreement" requires such coverage for a specified amount of time, the coverage provided by this endorsement is limited to the amount of time required for such coverage by the "written agreement".

2. "Bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:

a. The preparing, approving, or failing to prepare or approve:
(1) Maps;
(2) Drawings;
(3) Opinions;
(4) Reports;
(5) Surveys;
(6) Change orders;

(7) Design specifications; and

b. Supervisory, inspection, or engineering services.

D. The limits of insurance that apply to the additional insured are the least of those specified in the "written agreement" or declarations of this policy.

Coverage provided by this endorsement for any additional insured shall not increase the applicable Limits of Insurance shown in the Declarations. The limits of insurance that apply to the additional insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

E. With respect to the coverage provided by this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **4. Other Insurance** is deleted and replaced with the following:

4. **Other Insurance.**

a. Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

(1) Primary;
(2) Excess;
(3) Contingent; or
(4) On any other basis.

In addition, this insurance is excess over any self-insured retentions, deductibles, or captive retentions payable by the additional insured or payable by any person or organization whose coverage is available to the additional insured.

However, if the "written agreement" requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative only to the other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance. For any other insurance available to the additional insured where that person or organization is not a Named Insured, this policy will share coverage with that other insurance based on the terms specified in Paragraph **b**. Method of Sharing below.

b. Method of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this method, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA

CONTRACTORS GENERAL LIABILITY EXTENSION ENDORSEMENT

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This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Under **SECTION I – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** paragraph **2. EXCLUSIONS**, provisions **1.** through **6.** of this endorsement are excess over any valid and collectible insurance (including any deductible) available to the insured, whether primary, excess or contingent (**SECTION IV –**

COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph **4. Other Insurance** is changed accordingly). Provisions **1.** through **6.** of this endorsement amend the policy as follows:

1. PROPERTY DAMAGE LIABILITY – ALIENATED PREMISES

A. Exclusion **j. Damage to Property,** paragraph **(2)** is deleted.

B. The following paragraph is also deleted from Exclusion **j. Damage to Property**:

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

2. PROPERTY DAMAGE LIABILITY – ELEVATORS AND SIDETRACK AGREEMENTS

A. Exclusion **j. Damage to Property**, paragraphs **(3), (4),** and **(6)** do not apply to the use of elevators.

B. Exclusion **k. Damage to Your Product** does not apply to:

1. The use of elevators; or

2. Liability assumed under a sidetrack agreement.

3. PROPERTY DAMAGE LIABILITY – PROPERTY LOANED TO THE INSURED OR PERSONAL PROPERTY IN THE CARE, CUSTODY AND CONTROL OF THE INSURED

A. Exclusion **j. Damage to Property,** paragraphs **(3)** and **(4)** are deleted.

B. Coverage under this provision **3.** does not apply to "property damage" that exceeds $25,000 per occurrence or $25,000 annual aggregate.

4. PRODUCT RECALL EXPENSE

A. Exclusion **n. Recall Of Products, Work Or Impaired Property** does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". This exception to the exclusion does not apply to "product recall expenses" resulting from:

1. Failure of any products to accomplish their intended purpose;

2. Breach of warranties of fitness, quality, durability or performance;

3. Loss of customer approval or any cost incurred to regain customer approval;

4. Redistribution or replacement of "your product", which has been recalled, by like products or substitutes;

5. Caprice or whim of the insured;

6. A condition likely to cause loss, about which any insured knew or had reason to know at the inception of this insurance;

7. Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;

8. Recall of "your product(s)" that have no known or suspected defect solely because a known or suspected defect in another of "your product(s)" has been found.

B. Under **SECTION III – LIMITS OF INSURANCE**, paragraph **3.** is replaced in its entirety as follows and paragraph **8.** is added:

3. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:

a. Damages under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and

b. "Product recall expenses".

8. Subject to paragraph **5.** above [of the CGL Coverage Form], $25,000 is the most we will pay for all "product recall expenses" arising out of the same defect or deficiency.

5. NONOWNED WATERCRAFT AND NONOWNED AIRCRAFT (HIRED, RENTED OR LOANED WITH PAID CREW)

Exclusion **g. Aircraft, Auto or Watercraft,** paragraph **(2)** is deleted and replaced with the following:

[This exclusion does not apply to:]

(2) A watercraft you do not own that is:

(a) Less than 75 feet long; and

(b) Not being used to carry any person or property for a charge;

Exclusion **g. Aircraft, Auto or Watercraft,** paragraph **(6)** is added as follows:

[This exclusion does not apply to:]

(6) An aircraft you do not own, provided that:

(a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

(b) The aircraft is rented to you with a trained, paid crew; and

(c) The aircraft is not being used to carry any person or property for a charge.

6. BLANKET CONTRACTUAL LIABILITY – RAILROADS

Under **SECTION V – DEFINITIONS**, paragraph **c.** of "Insured Contract" is deleted and replaced by the following:

c. Any easement or license agreement;

'Under **SECTION V – DEFINITIONS**, paragraph **f.(1) of** "Insured Contract" is deleted.

7. CONTRACTUAL LIABILITY – PERSONAL AND ADVERTISING INJURY

Under **SECTION I – COVERAGE B.,** paragraph **2. Exclusions**, paragraph **e. Contractual Liability** is deleted.

8. SUPPLEMENTARY PAYMENTS

Under **SECTION I – SUPPLEMENTARY PAYMENTS – COVERAGES A AND B,** paragraphs **1.b.** and **1.d.** are deleted and replaced with the following:

b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

9. BROADENED WHO IS AN INSURED

SECTION II – WHO IS AN INSURED is deleted and replaced with the following:

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees," other than either your "executive officers," (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insured for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services except as provided in provision **10.** of this endorsement.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees," "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only;

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.

e. Your subsidiaries if:

(1) They are legally incorporated entities; and

(2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy.

If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

f. Any person or organization, including any manager, owner, lessor, mortgagee, assignee or receiver of premises, to whom you are obligated under a written contract to provide insurance such as is afforded by this policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises or land leased to you, including common or public areas about such premises or land if so required in the contract.

However, no such person or organization is an insured with respect to:

(1) Any "occurrence" that takes place after you cease to occupy or lease that premises or land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

g. Any state or political subdivision but only as respects legal liability incurred by the state or political subdivision solely because it has issued a permit with respect to operations performed by you or on your behalf.

However, no state or political subdivision is an insured with respect to:

(1) "Bodily injury", "property damage", and "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

h. Any person or organization who is the lessor of equipment leased to you to whom you are obligated under a written contact to provide insurance such as is afforded by this policy, but only with respect to their liability arising out of the maintenance, operation or use of such equipment by you or a subcontractor on your behalf with your permission and under your supervision.

However, no such person or organization is an insured with respect to any "occurrence" that takes place after the equipment lease expires.

i. Any architect, engineer, or surveyor engaged by you under a written contract but only with respect to liability arising out of your premises or "your work."

However, no architect, engineer, or surveyor is an insured with respect to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

(2) Supervisory, inspection, or engineering services.

This paragraph **i.** does not apply if a separate Additional Insured endorsement providing liability coverage for architects, engineers, or surveyors engaged by you is attached to the policy.

If the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, the insurance provided by paragraphs **f.** through **i.** above will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded until the end of the policy period.

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

d. Coverage **A** does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

4. Any person or organization (referred to below as vendor) with whom you agreed under a written contract to provide insurance is an insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" that are distributed or sold in the regular course of the vendor's business.

However, no such person or organization is an insured with respect to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in "your product" made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your product";

g. "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in subparagraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This paragraph **4.** does not apply to any insured person or organization from which you have acquired "your product", or any ingredient, part, or container, entering into, accompanying or containing "your product". This paragraph **4.** also does not apply if a separate Additional Insured endorsement, providing

liability coverage for "bodily injury" or "property damage" arising out of "your product" that is distributed or sold in the regular course of a vendor's business, is attached to the policy.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

10. INCIDENTAL MALPRACTICE LIABILITY

As respects provision **9., SECTION II – WHO IS AN INSURED**, paragraph **2.a.(1)(d)** does not apply to any "employee" who provides incidental medical or paramedical services, provided that you are not engaged in the business or occupation of providing such services. This incidental malpractice coverage is excess over any available medical professional liability coverage.

Under **SECTION III – LIMITS OF INSURANCE,** provisions **11.** through **14.** of this endorsement amend the policy as follows:

11. AGGREGATE LIMITS PER PROJECT

The General Aggregate Limit applies separately to each of your construction projects away from premises owned by or rented to you.

12. AGGREGATE LIMITS PER LOCATION

The General Aggregate Limit applies separately to each of your locations, but only when required by written contract, written agreement or certificate of insurance. As respects this provision **12.**, your locations are premises you own, rent or use involving the same or connecting lots or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad. However, your locations do not include any premises where you, or others acting on your behalf, are performing construction operations.

13. INCREASED MEDICAL PAYMENTS LIMIT

A. **SECTION III – LIMITS OF INSURANCE,** paragraph **7.**, the Medical Expense Limit, is subject to all of the terms of **SECTION III – LIMITS OF INSURANCE** and is the greater of:

1. $10,000; or

2. The amount shown in the Declarations for Medical Expense Limit.

B. This provision **13.** does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Form or by endorsement.

14. DAMAGE TO PREMISES RENTED TO YOU – SPECIFIC PERILS AND INCREASED LIMIT

A. The word fire is changed to "specific perils" where it appears in:

1. The last paragraph of **SECTION I – COVERAGE A,** paragraph **2. Exclusions;**

2. **SECTION IV**, paragraph **4.b. Excess Insurance.**

B. The Limits of Insurance shown in the Declarations will apply to all damage proximately caused by the same event, whether such damage results from a "specific peril" or any combination of "specific perils."

C. The Damage To Premises Rented To You Limit described in **SECTION III – LIMITS OF INSURANCE**, paragraph **6.,** is replaced by a new limit, which is the greater of:

1. $1,000,000; or

2. The amount shown in the Declarations for Damage To Premises Rented To You Limit.

D. This provision **14.** does not apply if the Damage To Premises Rented To You Limit of **SECTIONI – COVERAGE A** is excluded either by the provisions of the Coverage Form or by endorsement.

E. "Specific Perils" means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; weight of snow, ice or sleet; or "water damage".

"Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

15. BROADENED LEGAL LIABILITY COVERAGE FOR LANDLORD'S BUSINESS PERSONAL PROPERTY

Under **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions**, **j. Damage to Property**, the first paragraph following paragraph **(6)** is deleted and replaced with the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to a landlord's business personal property that is subject to, or part of, a premises lease or rental agreement with that landlord.

The most we will pay for damages under this provision **15.** is $10,000. A $250 deductible applies.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, provisions **16.** through **18.** of this endorsement amend the policy as follows:

16. BROADENED KNOWLEDGE OF OCCURRENCE

Under **2. Duties In The Event Of Occurrence, Offense, Claim, Or Suit,** paragraph **a.** is deleted and replaced and paragraphs **e.** and **f.** are added as follows:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. Knowledge of an "occurrence" or an offense by your "employee(s)" shall not, in itself, constitute knowledge to you unless one of your partners, members, "executive officers", directors, or managers has knowledge of the "occurrence" or offense. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

e. If you report an "occurrence" to your workers compensation carrier that develops into a liability claim for which coverage is provided by this Coverage Form, failure to report such an "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of paragraphs **a., b.,** and **c.** above. However, you shall give written notice of this "occurrence" to us as soon you become aware that this "occurrence" may be a liability claim rather than a workers compensation claim.

f. You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

(1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

(2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under the insurance.

17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph **6. Representations** is deleted and replaced with the following:

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us;

c. We have issued this policy in reliance upon your representations; and

d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in the description of any premises or operations intended to be covered by this Coverage Form as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

18. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** is deleted and replaced with the following:

8. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. However, if

the insured has waived rights to recover through a written contract, or if "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

19. MOBILE EQUIPMENT REDEFINED

Under **SECTION V – DEFINITIONS**, paragraph **12**. "Mobile equipment", paragraph **f. (1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

20. ADDITIONAL DEFINITIONS

1. SECTION V – DEFINITIONS, paragraph **4.** "Coverage territory" is replaced by the following definition:

"Coverage territory" means anywhere in the world with respect to liability arising out of "bodily injury," "property damage," or "personal and advertising injury," including "personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a settlement to which we agree or in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada.

2. SECTION V – DEFINITIONS is amended by the addition of the following definitions:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product Recall expenses" mean only reasonable and necessary extra costs, which result from or are related to the recall or withdrawal of "your product" for:

a. Telephone and telegraphic communication, radio or television announcements, computer time and newspaper advertising;

b. Stationery, envelopes, production of announcements and postage or facsimiles;

c. Remuneration paid to regular employees for necessary overtime or authorized travel expense;

d. Temporary hiring by you or by agents designated by you of persons, other than your regular employees, to perform necessary tasks;

e. Rental of necessary additional warehouse or storage space;

f. Packaging of or transportation or shipping of defective products to the location you designate; and

g. Disposal of "your products" that cannot be reused. Disposal expenses do not include:

(1) Expenses that exceed the original cost of the materials incurred to manufacture or process such product; and

(2) Expenses that exceed the cost of normal trash discarding or disposal, except as are necessary to avoid "bodily injury" or "property damage".

21. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

Under **SECTION I – COVERAGE A.**, paragraph **2. Exclusions**, subparagraph **a. Expected Or Intended Injury** is deleted and replaced with the following:

[This insurance does not apply to:]

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

22. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **SECTION I – COVERAGE A.**, paragraph **2. Exclusions**, exclusion **k. Damage to Your Product** and exclusion **l. Damage to Your Work** are deleted and replaced with the following:

[This insurance does not apply to:]

k. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it, except when caused by or resulting from:

(1) Fire;

(2) Smoke:

(3) "Collapse"; or

(4) Explosion.

For purposes of exclusion k. above, "collapse" means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

l. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard". This exclusion does not apply:

(1) If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or

(2) If the cause of loss to the damaged work arises as a result of:

(a) Fire;

(b) Smoke;

(c) "Collapse"; or

(d) Explosion.

For purposes of exclusion l. above, "collapse" means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

B. The following paragraph is added to **SECTION III – LIMITS OF INSURANCE**:

Subject to **5.** above [of the CGL Coverage Form], $100,000 is the most we will pay under Coverage **A** for the sum of damages arising out of any one "occurrence" because of "property damage" to "your product" and "your work" that is caused by fire, smoke, collapse or explosion and is included within the "product-completed operations hazard". This sublimit does not apply to "property damage" to "your work" if the damaged work, or the work out of which the damage arises, was performed on your behalf by a subcontractor.

23. BROADENED BODILY INJURY COVERAGE

Under **SECTION V – DEFINITIONS**, the definition of "bodily injury" is deleted and replaced with the following:

3. "Bodily injury"

a. Means physical:

(1) Injury;

(2) Disability;

(3) Sickness; or

(4) Disease;

sustained by a person, including death resulting from any of these at any time.

b. Includes mental:

(5) Anguish;

(6) Injury;

(7) Humiliation;

(8) Fright; or

(9) Shock;

directly resulting from any "bodily injury" described in paragraph **3.a.**

c. All "bodily injury" described in paragraph **3.b.** shall be deemed to have occurred at the time the "bodily injury" described in paragraph **3.a.** occurred.

24. DESIGNATED COMPLETED PROJECTS – AMENDED LIMITS OF INSURANCE

When a written contract or written agreement between you and another party requires project-specific limits of insurance exceeding the limits of this policy;

A. for "bodily injury" or "property damage" that occurs within any policy period for which we provided coverage; and

B. for "your work" performed within the "products-completed operation hazard"; and

C. for which we previously issued Amendment Of Limits Of Insurance (Designated Project Or Premises) CG 71 94 either during this policy term or a prior policy term; and

D. that designated project is now complete;

the limits of insurance shown in the CG 71 94 schedule will replace the limits of insurance of this policy for the designated project and will continue to apply for the amount of time the written contract or written agreement requires, subject to the Florida 10-year statute of repose. These limits are inclusive of and not in addition to the replaced limits.

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 20-25 Non-Exclusive Franchise - Wal-Rose, Inc.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☑ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Ord. No. 20-25 authorizes Wal-Rose, Inc to provide demolition debris removal services within the City.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

One, Wal-Rose, Inc.

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 20-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH GRANTING A NON-EXCLUSIVE FRANCHISE TO WAL-ROSE, INC., TO PROVIDE CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL SERVICES WITHIN THE CITY OF NEW SMYRNA BEACH; OUTLINING FRANCHISEE'S DUTIES; PROVIDING TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISE SHALL OPERATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there is an immediate and continuing need for the collection and disposal of construction and demolition debris from organizations, firms or entities (Service) within the City of New Smyrna Beach (City) with the use of "roll-off" containers; and

WHEREAS, Wal-Rose, Inc., a Florida Profit Corporation (Franchisee), represents that it has the necessary equipment, personnel and experience to properly perform the Service; and

WHEREAS, the City Commission deems that it is in the best interest of the citizens of New Smyrna Beach to award Wal-Rose, Inc., a nonexclusive right and franchise to provide the service within the City limits upon the terms and conditions recited below.

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

SECTION 1: ***Award of Non-Exclusive Franchise.*** The City of New Smyrna Beach hereby awards Wal-Rose, Inc., a nonexclusive right and franchise to provide roll-off service within the City limits upon the terms and conditions recited below. ***This Franchise shall not become effective until this ordinance and franchise agreement is accepted in writing by, Wal-Rose, Inc.***

SECTION 2: ***Definitions.***

A. *Construction and demolition debris* shall have the same definition and meaning as defined in §403.703, Florida Statute.

B. *Service* encompasses the use of "roll-on" and "roll-off" containers (Containers) as used with mechanical pickup or compaction devices, or both of these devices.

C. *Containers* means either open-top/scow-type used only for non-putrescible materials, or enclosed containers such as the kind typically used with compaction devices, of ten (10) cubic yards capacity or larger.

SECTION 3: ***Franchisee's Authority.***

A. Franchisee is hereby empowered and authorized to provide roll-off service. Franchisee will either furnish all necessary trucks and other equipment to perform such services or will contract with other persons or companies duly licensed or franchised by the City for the furnishing of trucks and equipment, provided, however, that at all times the trucks and equipment shall comply with the requirements provided herein for equipment owned and operated by Franchisee.

B. Franchisee may contract to provide the Service (Contract) with any person, organization, firm or entity (Entities) within the City, if such Entities have first requested the Service. Such contracts where containers are placed on public property must be approved by the Maintenance Operations Director or his designee prior to or within one (1) week (7 calendar days) of the placement of the Container for Service. For each Container placed on public property for service without a contract having been submitted to the Maintenance Operations Director by Franchisee, a thirty dollar ($30.00) inspection and administration late fee shall be paid by Franchisee to the City. The Contract shall not exceed the term of the Franchise.

Franchisee agrees to provide the Maintenance Operations Director with the location of its Containers and the name and address of and number of pickups to be made for each of the Entities. Franchisee also recognizes that any contract between Franchisee and the Entities has no effect whatsoever upon the City's decision to grant the Franchise, or any renewal decision made thereafter. If the Maintenance Operations Director disapproves a contract for containers placed on public property and the subject Container remains in service more than forty-eight (48) hours after telephone or written notice by the City to Franchisee to remove the Container, or if any Container should remain in service at any location more than forty-eight (48) hours after telephone or written notice from the City to Franchisee to remove the Container, then, in either or both cases, Franchisee shall pay the City fifty dollars ($50.00) per day until the Container is removed.

C. Franchisee shall provide the equipment and frequency of service as needed by the Entities and as approved by the Maintenance Operations Director.

D. All lease or purchase arrangements for compaction equipment and for maintenance or service charges for the Containers agreed upon between Franchisee and the Entities shall be set forth in the Contract between Franchisee and the Entities and approved by the Maintenance Operations Director pursuant to this section.

SECTION 4: ***Payments.***

A. Franchisee shall pay the City twenty dollars ($20.00) for each Container pickup. The charge shall be paid monthly and shall be based upon the number of Container pickups by Franchisee from the Entities during the preceding month.

B. Franchisee shall furnish the Maintenance Operations Director with an original and one (1) copy of an annual report on or before the forty-fifth (45th) day following Franchisee's fiscal year end. The report date shall be submitted to the Maintenance Operations Director on the date of Franchisee's acceptance of this Franchise, and the report shall be prepared in accordance with generally accepted auditing standards. The report shall reflect the accuracy of Franchisee's payments to the City as defined in this ordinance, and shall ensure and include, but not be limited to, the following:

(1) all City accounts are properly coded to reflect charges accrued to the City;
(2) the number of City-related Container pickups are correctly reported to the City;
(3) all City payments are correctly computed and remitted to the City on a timely basis, or the interest-payment provision of Subsection C, below, shall apply.

During the term of this Franchise and its renewal, Franchisee shall make its records available to the City at all reasonable times. Failure to furnish the City with the report shall be considered a material breach of this Franchise, and the City shall be entitled to terminate this Franchise and to collect any damages resulting therefrom.

C. Franchisee shall have the sole responsibility for the billing and collection of all charges described herein. Billings shall be monthly and payable on or before the fifteenth (15th) day of the succeeding month. In the event bills are not paid within this time, Franchisee shall have the right (provided that Franchisee may otherwise legally do so) to discontinue all Services for nonpayment.

All statements of fees and charges by Franchisee, and the remittance thereof, shall be submitted to the City Finance Director on or before the fifteenth (15th) day following Franchisee's fiscal month end. These statements shall specify the previous month's account activities as specified herein, and shall include account names, account numbers, the number of Container pickups during the month, and all discontinued accounts. Failure to submit any remittance specified or referred to in this section on or before the fifteenth (15th) day of each month as required shall result in a liability for interest at the rate of one percent (1%) per month. Failure to submit any statement shall be considered a breach of this Franchise and shall allow the City to terminate the Franchise as may be further provided in Section 10 below.

SECTION 5: ***Term.***

A. The term of this Franchise shall commence on the date of adoption of this ordinance and end three (3) years upon approval of both parties after adoption of this ordinance. An acceptance of the provisions, conditions and stipulations of this Franchise shall: (1) be in writing; (2) contain Franchisee's local address; and (3) be filed with the City Clerk within fifteen (15) days of the adoption of this Franchise.

B. The term may be extended for an additional one (1) year, upon approval of both parties, by written notice not less than thirty (30) days prior to the expiration of the current term.

SECTION 6: ***Default.*** In the event Franchisee fails to provide adequate Services to the Entities by reason of any (1) unknown emergency, catastrophe, natural disaster, war, labor strike, act of God, or similar event; (2) breach of contract; or (3) negligent failure to adequately perform the duties and obligations of this ordinance (as determined solely by the City), the City may, at its sole option, terminate this Franchise (Option I), or take over the roll-off services (Option II), or both of these options. In the event the City chooses Option II, it shall receive all charge amounts regardless of the amounts normally retained by Franchisee.

SECTION 7: ***Default by Other Franchisees.*** In the event that other Franchisees default or otherwise fail to provide adequate Services (in the sole determination of the City), and the City chooses Option II as provided in Section 6 above, Franchisee agrees, if requested by the City, to provide the Services or temporary Services, or both of these types of Service, if Franchisee may reasonably do so, given: (1) Franchisee's equipment and schedule; and (2) that a reasonable price can be determined by Franchisee, the City and the entity for the Service's undertaking and completion.

SECTION 8: ***Liability.***

A. The privileges herein are granted upon the express condition that Franchisee shall be liable for all damages and injuries to persons and property caused by its neglect or mismanagement, or by the actions of any of its employees while engaged in the Services during the term of this Franchise. Should the City be sued therefrom, Franchisee shall be notified of and have the duty to defend such suit, provided, however, that the City has the sole option (Option III) to defend itself or to hire independent counsel, and thereafter to tax all such defense costs and fees to Franchisee. Franchisee specifically agrees to pay any such judgment rendered against the City in any such case, and to reimburse the City, in full, for all costs and fees on appeal.

B. The attorneys chosen by Franchisee to represent the City in any suit concerning matters included within this section shall be approved by the City unless the City chooses to represent itself as defined above. Franchisee shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and costs of actions (including costs and attorney's fees, and costs and attorney's fees on appeal), of any kind or nature, arising out of, resulting from, or in any way connected with Franchisee's activities permitted under this Franchise.

C. Franchisee further agrees to purchase public liability and property damage insurance in the amount of $1,000,000 (per accident, public liability), and $250,000 (property damage), and naming the City as an additional insured under the policy. The policy must provide that the City shall be given thirty (30) days' written notice prior to cancellation or modification, and a copy of the policy (or a certificate of insurance) shall be filed with the City Clerk on or before the effective date of this Franchise and on or before the effective date of each policy renewal period.

SECTION 9: ***Licenses.*** Franchisee shall, at its sole expense, procure from all local, state and federal governmental and agency authorities (having jurisdiction over the operations of Franchisee) all licenses, certificates, permits or other authorizations which may be necessary for the conduct of Franchisee's operations. Franchisee shall pay all taxes, and license, certification, permit and examination fees, and all excises which may be assessed, levied, exacted or imposed upon its property, operations, gross receipts, or all or any combination of these assets, and upon this Franchise and the rights and privileges granted herein, and shall make all applications, reports, and returns required in connection therewith to all respective governmental and agency authorities.

SECTION 10: ***Termination.*** The privileges granted herein to the Franchisee may be terminated by the City prior to the expiration of the term if anyone (1) or more of the following events occur:

A. Franchisee fails: (1) to pay the sums, fees or charges due to the City in a timely manner (Failure I); or (2) Franchisee fails to keep, perform or observe each and every other promise, covenant, and condition designated to it under this ordinance (Failure II). In the event of a Failure II, the Maintenance Operations Director shall notify Franchisee in writing of such failure, and Franchisee shall have thirty (30) days from the receipt of such notice to correct the condition giving rise to such notice. If the correction is not made to the Maintenance Operations Director's satisfaction within the period, the Maintenance Operations Director shall give written notice to Franchisee that the privileges granted herein are terminated as of the date of such notice.

B. If and when Franchisee shall liquidate, dissolve or sell substantially all of its assets.

C. If and when there is a transfer of fifty percent (50%) or more of Franchisee's voting stock which results in a change in Franchisee's control.

D. If and when Franchisee becomes insolvent or makes a general assignment for the benefit of its creditors, or if an action or petition is filed by or against Franchisee under any part of the Federal Bankruptcy Act or other law relating to the alleged insolvency of Franchisee, and such action or petition is not dismissed within thirty (30) days of the date of its filing.

In the event any of the privileges granted herein are terminated pursuant to this Section, any liability of the Franchisee to the City accruing thereby, and any liability of Franchisee to the City arising out of any act or event occurring prior to the termination, shall immediately become due and payable to the City without further notice.

SECTION 11: ***Notices.*** All notices herein required to be given by the City to Franchisee, except where specifically provided otherwise, may be effected either by hand delivery to any Franchisee employee, or by United States mail (postage prepaid), addressed to Franchisee at its last-known business address. All notices required to be given to the City shall be given to both the Maintenance Operations Director and the City Clerk either by hand delivery or by United

States mail (postage prepaid), addressed to the Maintenance Operations Director, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, and the City Clerk, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168.

SECTION 12: ***Remedies, Attorney's Fees and Costs.*** All remedies provided in this Franchise shall be deemed cumulative and additional and not in lieu of or exclusive of each other, or of any other remedy available to the City, at law or in equity. In the event the City shall prevail in any action arising hereunder, Franchisee shall pay the City's costs, and any and all attorney's fees thereafter charged to the City.

SECTION 13: ***Equipment.***

A. Franchisee agrees that it shall procure and maintain sufficient equipment, or that it shall arrange on a contractual basis with other persons owning or leasing equipment in compliance with the requirements of this Franchise, to insure that Franchisee shall at all times be in a position to properly maintain its schedules and to otherwise perform all duties, responsibilities and conditions required under this ordinance.

B. All trucks utilized by Franchisee and all Containers owned or leased by Franchisee shall be prominently identified on both the left and right sides with Franchisee's name in letters not less than six inches (6") in height, and Franchisee's business telephone number in numbers not less than three inches (3") in height, either painted on or attached by signs to such trucks and Containers.

C. All of Franchisee's trucks, containers and equipment shall conform to all City safety and sanitation requirements for refuse-collection vehicles, and the equipment must be approved by the Maintenance Operations Director. Franchisee specifically agrees that the Maintenance Operations Director shall have the right to inspect the trucks or the equipment, or both of these items, at all reasonable times and after having endeavored to give reasonable written or oral notice that such an inspection shall take place.

SECTION 14: ***Nonassignability.*** This Franchise shall not be assignable by Franchisee without the prior written consent of the City Commission as evidenced by an ordinance authorizing and approving such an assignment.

SECTION 15: ***Effective Area.*** This Franchise shall be effective within the City's corporate limits as they may from time to time exist.

SECTION 16: ***Hours of Operation.*** The hours of operation for the Franchise shall be weekdays and Saturdays from 7:00 a.m. to 7:00 p.m. The Franchise shall not provide Service on Sundays.

SECTION 17: ***Headings.*** The paragraph headings of this Franchise are for purposes of convenience only and shall not be deemed to expand or limit the provisions contained in such paragraphs or sections.

SECTION 18: ***Warranty of Franchisee.*** Franchisee represents and warrants to the City that no appointed or elected City official, officer, employee or agent has any interest, either directly or indirectly, in the business of Franchisee to be conducted herein.

SECTION 19: ***Noncompliance.*** If Franchisee shall at any time fail to comply with any of the provisions of this Franchise (unless such failure is beyond Franchisee's control because of matters deemed to be an act of God), the City, after thirty (30) days' written notice to Franchisee, may revoke this Franchise and render it void and of no further effect.

SECTION 20: ***Amendment.*** The City reserves the right to amend this Franchise at any time, and in any manner that the City deems necessary for the health, safety or welfare of the public. The City also reserves the right to prescribe, from time to time, reasonable rules and regulations further governing Franchisee's operations herein, including, but not limited to, hours and frequency of Container pickup. These rules may be issued through the Maintenance Operations Director, the City Manager or his/her designee, and they need not be memorialized in an ordinance revision or other formal action by the City Commission, the City Commission's approval of this ordinance being an approval that the regulations should be so issued.

SECTION 21: ***Public Hearing.*** That a public hearing considering the adoption of this ordinance held July 8, 2025, in the Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published, is found to comply with §166.041(3)(a), Fla. Stat.

SECTION 22: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 23: ***Severability.*** If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

SECTION 24: ***Conflicting Ordinances.*** Any ordinances that are in conflict with this ordinance are hereby rescinded and repealed.

SECTION 25: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 7/1/2025

ACCEPTANCE BY FRANCHISEE

The foregoing Ordinance No. 20-25 and the Franchise provided for therein, and all the additional and amended terms thereof, are hereby accepted, approved, and agreed to this _____ day of _____, 2025.

WAL-ROSE, INC., A Florida Profit Corporation

By:

_____

Printed Name: _____

Title: _____

ATTEST:

_____

Printed Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____ and _____, as _____ and _____ respectively, of **WAL-ROSE, INC.**, a Florida profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

_____

(Notary Seal or Stamp) Notary Public

THE CITY OF NEW SMYRNA BEACH - PUBLIC WORKS

ORDINANCE NO. 30-25: CONDUCT THE SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD GRANT A NON-EXCLUSIVE FRANCHISE AGREEMENT TO MLJ DRYWALL INC.

July 8, 2025

Background:

Section 66-111, Franchise Requirement, of the City's Code of Ordinances provides that: "No person shall provide construction and demolition debris-removal services, as defined by F.S. 403.703(6), in the City without being awarded a non-exclusive franchise agreement with the City if they wish to continue to provide construction & demolition (C & D) debris removal services within our City limits." Attached is MLJ Drywall Inc's Non-Exclusive Franchise Ordinance application form and applicable attachments. MLJ Drywall Inc meets all the requirements and staff is proposing that such a franchise agreement be issued to MLJ Drywall Inc.

Fiscal Analysis:

This is a revenue generating item as the franchise agreement requires the hauler to pay the City $20.00 per roll off container haul to the County's landfill. No business impact statement is required under SB 170 because this ordinance relates to procurement of collection and disposal of construction and demolition debris services.

Strategic Plan Item:

No

Staff Report Created By: David Ray - Director - Public Works

Attachments:

Modesto Drywall Inc Non Exclusive Application.pdf
Business Impact Estimate Ord No. 30-25 Non-Exclusive Franchise MLJ Drywall Inc.pdf
Ord No 30-25 Non Exclusive Franchise MLJ Drywall Inc.pdf

City of New Smyrna Beach

CONSTRUCTION AND DEMOLITION ROLL-OFF SERVICE
NON-EXCLUSIVE FRANCHISE ORDINANCE APPLICATION

Please complete and return to the address below

Public Works Dept.
124 Industrial Park Avenue
New Smyrna Beach, FL 32168

Date: 4/10/25

Applicant Name: Modesto N. Valeriano

Business Name: MLJ Drywall, Inc.

Address: 3103 Pell Mell Dr.
Orlando Fl. 32818

Telephone: 321-202-9511 **Fax:** _____ **E-Mail:** MLJDrywall@gmail.com

1. **Attach copy of Current State License for Disposal Site**

Proposed Disposal Site(s): 363 State Road 415 New Smyrna Beach Fl.

2. **Attach copy of City Occupational License (for your business location)**

3. **Attach copy of Current Insurance Certificate**
Naming City of New Smyrna Beach as additional insured with 30 days' notice prior to cancellation.

Insurance Carrier: Granada Insurance Company

Address: 4075 SW 83rd Avenue
Miami, Fl. 33155

Policy Number: 0185FL00199328

Applicant's Signature: _____

Applicant's printed name: Modesto Valeriano

Applicant's Title: President

FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

Permit Issued to:

Samsula Landfill, Inc.
363 State Road 415
New Smyrna Beach, Florida
(386) 423-6769

WACS Facility ID No.: 83626
Facility Name: Samsula Landfill, Inc. – C&D Debris and Recycling Facility
363 State Road 415
New Smyrna Beach, Volusia County, Florida

Contact Person:
Gary Broullette, General Manager
363 State Road 415, New Smyrna Beach, FL 321688
newyanceys@aol.com
(386) 429-6769

Solid Waste Operation Permit Renewal
Permit No.: 0138211-007-SO-24
Replaces Permit No.: 0138211-006-SO-24

Permit Issued: April 27, 2023
Permit Renewal Application Due Date: February 25, 2033
Permit Expires: April 27, 2033

Permitting Authority
Florida Department of Environmental Protection
2600 Blair Stone Road
Tallahassee, Florida 32399

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/17/2025

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

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

PRODUCER

TODAY INSURANCE GROUP
6925 LAKE ELLENOR DR
BLDG 4 STE #450
ORLANDO FL 32809

CONTACT NAME: EUNICE DISDIER
PHONE (A/C, No, Ext): 407-371-7444 FAX (A/C, No):
E-MAIL ADDRESS: eunice.todayinsuranceservices@gmail.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: GRANADA INSURANCE COMPANY	38148
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

MLJ DRYWALL INC
3103 PELL MELL DR
ORLANDO FL 32818

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:	Y		0185FL00199328	08/09/2024	08/09/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000.00 $ 100,000.00 $ 5,000.00 $ 1,000,000.00 $ 2,000,000.00 $ 2,000,000.00
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROPOSED DISPOSAL SITE

ADDITIONAL INSURED: CITY OF NEW SMYRNA BEACH

CERTIFICATE HOLDER

CITY OF NEW SMYRNA BEACH
PUBLIC WORKS DEPT
210 SAMS AVE
NEW SMYRNA BEACH, FL 32168

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 30-25 Non-Exclusive Franchise - MLJ Drywall Inc.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☑ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Ord. No. 30-25 authorizes MLJ Drywall Inc. to provide demolition debris removal services within the City.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

One, MLJ Drywall Inc

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 30-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH GRANTING A NON-EXCLUSIVE FRANCHISE TO MLJ DRYWALL INC, TO PROVIDE CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL SERVICES WITHIN THE CITY OF NEW SMYRNA BEACH; OUTLINING FRANCHISEE'S DUTIES; PROVIDING TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISE SHALL OPERATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there is an immediate and continuing need for the collection and disposal of construction and demolition debris from organizations, firms or entities (Service) within the City of New Smyrna Beach (City) with the use of "roll-off" containers; and

WHEREAS, MLJ Drywall Inc, a Florida Profit Corporation (Franchisee), represents that it has the necessary equipment, personnel and experience to properly perform the Service; and

WHEREAS, the City Commission deems that it is in the best interest of the citizens of New Smyrna Beach to award MLJ Drywall Inc, a nonexclusive right and franchise to provide the service within the City limits upon the terms and conditions recited below.

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

SECTION 1: ***Award of Non-Exclusive Franchise.*** The City of New Smyrna Beach hereby awards MLJ Drywall Inc, a nonexclusive right and franchise to provide roll-off service within the City limits upon the terms and conditions recited below. ***This Franchise shall not become effective until this ordinance and franchise agreement is accepted in writing by, MLJ Drywall Inc.***

SECTION 2: ***Definitions.***

A. *Construction and demolition debris* shall have the same definition and meaning as defined in §403.703, Florida Statute.

B. *Service* encompasses the use of "roll-on" and "roll-off" containers (Containers) as used with mechanical pickup or compaction devices, or both of these devices.

C. *Containers* means either open-top/scow-type used only for non-putrescible materials, or enclosed containers such as the kind typically used with compaction devices, of ten (10) cubic yards capacity or larger.

SECTION 3: ***Franchisee's Authority.***

A. Franchisee is hereby empowered and authorized to provide roll-off service. Franchisee will either furnish all necessary trucks and other equipment to perform such services or will contract with other persons or companies duly licensed or franchised by the City for the furnishing of trucks and equipment, provided, however, that at all times the trucks and equipment shall comply with the requirements provided herein for equipment owned and operated by Franchisee.

B. Franchisee may contract to provide the Service (Contract) with any person, organization, firm or entity (Entities) within the City, if such Entities have first requested the Service. Such contracts where containers are placed on public property must be approved by the Maintenance Operations Director or his designee prior to or within one (1) week (7 calendar days) of the placement of the Container for Service. For each Container placed on public property for service without a contract having been submitted to the Maintenance Operations Director by Franchisee, a thirty dollar ($30.00) inspection and administration late fee shall be paid by Franchisee to the City. The Contract shall not exceed the term of the Franchise.

Franchisee agrees to provide the Maintenance Operations Director with the location of its Containers and the name and address of and number of pickups to be made for each of the Entities. Franchisee also recognizes that any contract between Franchisee and the Entities has no effect whatsoever upon the City's decision to grant the Franchise, or any renewal decision made thereafter. If the Maintenance Operations Director disapproves a contract for containers placed on public property and the subject Container remains in service more than forty-eight (48) hours after telephone or written notice by the City to Franchisee to remove the Container, or if any Container should remain in service at any location more than forty-eight (48) hours after telephone or written notice from the City to Franchisee to remove the Container, then, in either or both cases, Franchisee shall pay the City fifty dollars ($50.00) per day until the Container is removed.

C. Franchisee shall provide the equipment and frequency of service as needed by the Entities and as approved by the Maintenance Operations Director.

D. All lease or purchase arrangements for compaction equipment and for maintenance or service charges for the Containers agreed upon between Franchisee and the Entities shall be set forth in the Contract between Franchisee and the Entities and approved by the Maintenance Operations Director pursuant to this section.

SECTION 4: ***Payments.***

A. Franchisee shall pay the City twenty dollars ($20.00) for each Container pickup. The charge shall be paid monthly and shall be based upon the number of Container pickups by Franchisee from the Entities during the preceding month.

B. Franchisee shall furnish the Maintenance Operations Director with an original and one (1) copy of an annual report on or before the forty-fifth (45th) day following Franchisee's fiscal year end. The report date shall be submitted to the Maintenance Operations Director on the date of Franchisee's acceptance of this Franchise, and the report shall be prepared in accordance with generally accepted auditing standards. The report shall reflect the accuracy of Franchisee's payments to the City as defined in this ordinance, and shall ensure and include, but not be limited to, the following:

(1) all City accounts are properly coded to reflect charges accrued to the City;
(2) the number of City-related Container pickups are correctly reported to the City;
(3) all City payments are correctly computed and remitted to the City on a timely basis, or the interest-payment provision of Subsection C, below, shall apply.

During the term of this Franchise and its renewal, Franchisee shall make its records available to the City at all reasonable times. Failure to furnish the City with the report shall be considered a material breach of this Franchise, and the City shall be entitled to terminate this Franchise and to collect any damages resulting therefrom.

C. Franchisee shall have the sole responsibility for the billing and collection of all charges described herein. Billings shall be monthly and payable on or before the fifteenth (15th) day of the succeeding month. In the event bills are not paid within this time, Franchisee shall have the right (provided that Franchisee may otherwise legally do so) to discontinue all Services for nonpayment.

All statements of fees and charges by Franchisee, and the remittance thereof, shall be submitted to the City Finance Director on or before the fifteenth (15th) day following Franchisee's fiscal month end. These statements shall specify the previous month's account activities as specified herein, and shall include account names, account numbers, the number of Container pickups during the month, and all discontinued accounts. Failure to submit any remittance specified or referred to in this section on or before the fifteenth (15th) day of each month as required shall result in a liability for interest at the rate of one percent (1%) per month. Failure to submit any statement shall be considered a breach of this Franchise and shall allow the City to terminate the Franchise as may be further provided in Section 10 below.

SECTION 5: ***Term.***

A. The term of this Franchise shall commence on the date of adoption of this ordinance and end three (3) years upon approval of both parties after adoption of this ordinance. An acceptance of the provisions, conditions and stipulations of this Franchise shall: (1) be in writing; (2) contain Franchisee's local address; and (3) be filed with the City Clerk within fifteen (15) days of the adoption of this Franchise.

B. The term may be extended for an additional one (1) year, upon approval of both parties, by written notice not less than thirty (30) days prior to the expiration of the current term.

SECTION 6: ***Default.*** In the event Franchisee fails to provide adequate Services to the Entities by reason of any (1) unknown emergency, catastrophe, natural disaster, war, labor strike, act of God, or similar event; (2) breach of contract; or (3) negligent failure to adequately perform the duties and obligations of this ordinance (as determined solely by the City), the City may, at its sole option, terminate this Franchise (Option I), or take over the roll-off services (Option II), or both of these options. In the event the City chooses Option II, it shall receive all charge amounts regardless of the amounts normally retained by Franchisee.

SECTION 7: ***Default by Other Franchisees.*** In the event that other Franchisees default or otherwise fail to provide adequate Services (in the sole determination of the City), and the City chooses Option II as provided in Section 6 above, Franchisee agrees, if requested by the City, to provide the Services or temporary Services, or both of these types of Service, if Franchisee may reasonably do so, given: (1) Franchisee's equipment and schedule; and (2) that a reasonable price can be determined by Franchisee, the City and the entity for the Service's undertaking and completion.

SECTION 8: ***Liability.***

A. The privileges herein are granted upon the express condition that Franchisee shall be liable for all damages and injuries to persons and property caused by its neglect or mismanagement, or by the actions of any of its employees while engaged in the Services during the term of this Franchise. Should the City be sued therefrom, Franchisee shall be notified of and have the duty to defend such suit, provided, however, that the City has the sole option (Option III) to defend itself or to hire independent counsel, and thereafter to tax all such defense costs and fees to Franchisee. Franchisee specifically agrees to pay any such judgment rendered against the City in any such case, and to reimburse the City, in full, for all costs and fees on appeal.

B. The attorneys chosen by Franchisee to represent the City in any suit concerning matters included within this section shall be approved by the City unless the City chooses to represent itself as defined above. Franchisee shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and costs of actions (including costs and attorney's fees, and costs and attorney's fees on appeal), of any kind or nature, arising out of, resulting from, or in any way connected with Franchisee's activities permitted under this Franchise.

C. Franchisee further agrees to purchase public liability and property damage insurance in the amount of $1,000,000 (per accident, public liability), and $250,000 (property damage), and naming the City as an additional insured under the policy. The policy must provide that the City shall be given thirty (30) days' written notice prior to cancellation or modification, and a copy of the policy (or a certificate of insurance) shall be filed with the City Clerk on or before the effective date of this Franchise and on or before the effective date of each policy renewal period.

SECTION 9: ***Licenses.*** Franchisee shall, at its sole expense, procure from all local, state and federal governmental and agency authorities (having jurisdiction over the operations of Franchisee) all licenses, certificates, permits or other authorizations which may be necessary for the conduct of Franchisee's operations. Franchisee shall pay all taxes, and license, certification, permit and examination fees, and all excises which may be assessed, levied, exacted or imposed upon its property, operations, gross receipts, or all or any combination of these assets, and upon this Franchise and the rights and privileges granted herein, and shall make all applications, reports, and returns required in connection therewith to all respective governmental and agency authorities.

SECTION 10: ***Termination.*** The privileges granted herein to the Franchisee may be terminated by the City prior to the expiration of the term if anyone (1) or more of the following events occur:

A. Franchisee fails: (1) to pay the sums, fees or charges due to the City in a timely manner (Failure I); or (2) Franchisee fails to keep, perform or observe each and every other promise, covenant, and condition designated to it under this ordinance (Failure II). In the event of a Failure II, the Maintenance Operations Director shall notify Franchisee in writing of such failure, and Franchisee shall have thirty (30) days from the receipt of such notice to correct the condition giving rise to such notice. If the correction is not made to the Maintenance Operations Director's satisfaction within the period, the Maintenance Operations Director shall give written notice to Franchisee that the privileges granted herein are terminated as of the date of such notice.

B. If and when Franchisee shall liquidate, dissolve or sell substantially all of its assets.

C. If and when there is a transfer of fifty percent (50%) or more of Franchisee's voting stock which results in a change in Franchisee's control.

D. If and when Franchisee becomes insolvent or makes a general assignment for the benefit of its creditors, or if an action or petition is filed by or against Franchisee under any part of the Federal Bankruptcy Act or other law relating to the alleged insolvency of Franchisee, and such action or petition is not dismissed within thirty (30) days of the date of its filing.

In the event any of the privileges granted herein are terminated pursuant to this Section, any liability of the Franchisee to the City accruing thereby, and any liability of Franchisee to the City arising out of any act or event occurring prior to the termination, shall immediately become due and payable to the City without further notice.

SECTION 11: ***Notices.*** All notices herein required to be given by the City to Franchisee, except where specifically provided otherwise, may be effected either by hand delivery to any Franchisee employee, or by United States mail (postage prepaid), addressed to Franchisee at its last-known business address. All notices required to be given to the City shall be given to both the Maintenance Operations Director and the City Clerk either by hand delivery or by United

States mail (postage prepaid), addressed to the Maintenance Operations Director, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, and the City Clerk, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168.

SECTION 12: ***Remedies, Attorney's Fees and Costs.*** All remedies provided in this Franchise shall be deemed cumulative and additional and not in lieu of or exclusive of each other, or of any other remedy available to the City, at law or in equity. In the event the City shall prevail in any action arising hereunder, Franchisee shall pay the City's costs, and any and all attorney's fees thereafter charged to the City.

SECTION 13: ***Equipment.***

A. Franchisee agrees that it shall procure and maintain sufficient equipment, or that it shall arrange on a contractual basis with other persons owning or leasing equipment in compliance with the requirements of this Franchise, to insure that Franchisee shall at all times be in a position to properly maintain its schedules and to otherwise perform all duties, responsibilities and conditions required under this ordinance.

B. All trucks utilized by Franchisee and all Containers owned or leased by Franchisee shall be prominently identified on both the left and right sides with Franchisee's name in letters not less than six inches (6") in height, and Franchisee's business telephone number in numbers not less than three inches (3") in height, either painted on or attached by signs to such trucks and Containers.

C. All of Franchisee's trucks, containers and equipment shall conform to all City safety and sanitation requirements for refuse-collection vehicles, and the equipment must be approved by the Maintenance Operations Director. Franchisee specifically agrees that the Maintenance Operations Director shall have the right to inspect the trucks or the equipment, or both of these items, at all reasonable times and after having endeavored to give reasonable written or oral notice that such an inspection shall take place.

SECTION 14: ***Nonassignability.*** This Franchise shall not be assignable by Franchisee without the prior written consent of the City Commission as evidenced by an ordinance authorizing and approving such an assignment.

SECTION 15: ***Effective Area.*** This Franchise shall be effective within the City's corporate limits as they may from time to time exist.

SECTION 16: ***Hours of Operation***. The hours of operation for the Franchise shall be weekdays and Saturdays from 7:00 a.m. to 7:00 p.m. The Franchise shall not provide Service on Sundays.

SECTION 17: ***Headings.*** The paragraph headings of this Franchise are for purposes of convenience only and shall not be deemed to expand or limit the provisions contained in such paragraphs or sections.

SECTION 18: ***Warranty of Franchisee.*** Franchisee represents and warrants to the City that no appointed or elected City official, officer, employee or agent has any interest, either directly or indirectly, in the business of Franchisee to be conducted herein.

SECTION 19: ***Noncompliance.*** If Franchisee shall at any time fail to comply with any of the provisions of this Franchise (unless such failure is beyond Franchisee's control because of matters deemed to be an act of God), the City, after thirty (30) days' written notice to Franchisee, may revoke this Franchise and render it void and of no further effect.

SECTION 20: ***Amendment.*** The City reserves the right to amend this Franchise at any time, and in any manner that the City deems necessary for the health, safety or welfare of the public. The City also reserves the right to prescribe, from time to time, reasonable rules and regulations further governing Franchisee's operations herein, including, but not limited to, hours and frequency of Container pickup. These rules may be issued through the Maintenance Operations Director, the City Manager or his/her designee, and they need not be memorialized in an ordinance revision or other formal action by the City Commission, the City Commission's approval of this ordinance being an approval that the regulations should be so issued.

SECTION 21: ***Public Hearing.*** That a public hearing considering the adoption of this ordinance held July 8, 2025, in the Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published, is found to comply with §166.041(3)(a), Fla. Stat.

SECTION 22: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 23: ***Severability.*** If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

SECTION 24: ***Conflicting Ordinances.*** Any ordinances that are in conflict with this ordinance are hereby rescinded and repealed.

SECTION 25: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 5/19/2025

ACCEPTANCE BY FRANCHISEE

The foregoing Ordinance No. 30-25 and the Franchise provided for therein, and all the additional and amended terms thereof, are hereby accepted, approved, and agreed to this _____ day of _____, 2025.

MLJ DRYWALL INC, A Florida Profit Corporation

By:

_____

Printed Name: _____

Title: _____

ATTEST:

_____

Printed Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____ and _____, as _____ and _____ respectively, of **MLJ DRYWALL INC**, a Florida profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

_____

(Notary Seal or Stamp) Notary Public

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

ORDINANCE NO. 31-25: CONDUCT THE SECOND READING AND PUBLIC HEARING, OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD AMEND ARTICLE III, SECTION 52-20 AND SECTION 52-21 OF THE CITY CODE OF ORDINANCE, WHICH WOULD UPDATE THE IMPACT FEE STUDY AND RATES FOR ROAD IMPACT FEES.

July 8, 2025

Background:

At the March 25, 2025 City Commission meeting, the Commission reviewed and discussed the final Multi-Modal Transportation Impact Fee Study and directed Staff to proceed with preparing an ordinance to adopt the updated Transportation Impact Fees. A copy of the study is attached for reference as Exhibit "A". The study has not changed from the version presented at the March 25, 2025, meeting.

Findings:

Exhibits in this report:

Exhibit A: Multi-Modal Transportation Impact Fee Study

Exhibit B: Impact Fee Phasing Schedule

The results of the updated fee study show a mixed impact across development types, with some categories seeing increased fees and others experiencing reductions. For example, the allowable fee for single-family homes will decrease by 58%, from $1,752 to $728 per dwelling unit. In contrast, retail developments ranging from 40,000 to 150,000 square feet will see an increase of 16%, rising from $2,080 to $2,406 per square foot of gross leasable area.

The Florida Impact Fee Act includes a requirement that new schedules that include increase are not in effect until 90-days after adoption by the local government. If adopted by the City Commission on July 22, 2025, the new fees schedule will be effective on Monday, October 20, 2025. Any fees that have decreased will take effect

immediately. The phasing schedule is attached as Exhibit B.

Overall, staff anticipates a significant reduction in future fee revenues, as residential development constitutes a substantial portion of the City's growth, and all residential fee categories are being reduced. These changes are non-negotiable and stem from Volusia County's recent update to its traffic impact fee structure, which allocates a larger share of the total collectable fees to the County. This results in smaller available shares for municipalities. If the City does not adopt the revised rates, it risks overcharging its portion of the total allowable fees, which could lead to compliance issues.

At this time, an Impact fee Study is in process for Police, Fire, and Parks, which is expected to be completed in August 2025. That updated Impact Fee Study will be brought to the City Commission for adoption and public hearing later this year.

Recommendation:

Staff recommends the City Commission conduct the First Reading of Ordinance No. 31-25 and advance it for adoption at Second Reading.

Fiscal Analysis:
n/a

Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A - Multi-Modal Transportation Impact Fee Study
ARTICLE III. ROAD IMPACT FEES - Proposed -Updated.pdf
ARTICLE III. ROAD IMPACT FEES - Clean -Updated.pdf
Exhibit B - Impact Fee Phasing Schedule.pdf
Business Impact Estimate - Ord 31-25 Transportation Impact Fee.pdf
ORD 31-25 Road Impact Fees.pdf



City of New Smyrna Beach

Multi-Modal Transportation Impact Fee Update Study

Final Report

March 10, 2025

Prepared for:

City of New Smyrna Beach
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City of New Smyrna Beach
Multi-Modal Transportation Impact Fee Update Study

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Introduction

Located in Volusia County, the City of New Smyrna Beach has a population of approximately 32,000 and continues to experience growth with an average annual growth rate of 2.8 percent per year since 2010. The City's current adopted transportation impact fee schedule is based on the *Road Impact Fee Study for New Smyrna Beach; September 2019; Duncan Associates*. To reflect the changes to the impact fee variables since then and transition to a multi-modal transportation impact fee, the City of New Smyrna Beach has retained Benesch to prepare a technical study, consistent with the City's impact fee ordinance (Ord. 50-20, §1) requirements.

Methodology

The methodology used to calculate the multi-modal impact fee study is a consumption-based methodology, which is commonly used in Florida and is also the City's adopted methodology. Under the consumption-based methodology, new development is charged based on the proportion of Person-Miles of Travel (PMT) that each unit of new development is expected to consume of a lane-mile of the transportation network.

Included in this document is the necessary support material used in the calculation of the multi-modal transportation impact fee. The general equation used to compute the impact fee for a given land use is:

[Demand x Cost] – Credit = Fee

The "demand" for travel placed on a transportation system is expressed in units of Person-Miles of Travel (daily vehicle-trip generation rate x the trip length x the percent new trips [of total trips] x person-trip factor) for each land use contained in the impact fee schedule. Trip generation represents the average daily rates to provide a stable measure of new development's impact. The number of trips tends to vary significantly throughout the day by time of day depending on activity levels; however, overall daily trips tend to be stable.

The "cost" of building new capacity typically is expressed in units of dollars per person-mile of transportation capacity.

The "credit" is an estimate of future non-impact fee revenues generated by new development that are allocated to provide transportation capacity expansion. The impact fee is considered to

be an “up front” payment for a portion of the cost of building a person-mile of capacity that is directly related to the amount of capacity consumed by each unit of land use contained in the impact fee schedule, that is not paid for by future tax revenues generated by the new development activity. These credits are required under the supporting case law for the calculation of impact fees where a new development activity must be reasonably assured that they are not being charged twice for the same level of service.

Volusia County collects a transportation impact fee for county and state roads countywide, including in municipalities. Given this, the multi-modal transportation impact fee calculated for the City of New Smyrna Beach excludes the portion collected by the County. The input variables used in the fee equation are as follows:

Demand Variables:

- Trip generation rate
- Trip length
- Percent new trips
- Interstate & toll facility adjustment factor
- Person-trip factor

Cost Variables:

- Cost per person-mile
- Capacity added per lane mile constructed

Credit Variables:

- Equivalent gas tax credit (pennies)
- Present worth
- Fuel efficiency
- Effective days per year

Legal Overview

In Florida, legal requirements related to impact fees have primarily been established through case law since the 1980’s. Impact fees must comply with the “dual rational nexus” test, which requires that they:

- Be supported by a study demonstrating that the fees are proportionate in amount to the need created by new development paying the fee; and

- Be spent in a manner that directs a proportionate benefit to new development, typically accomplished through establishment of benefit districts (if needed) and a list of capacity-adding projects included in the City's Capital Improvement Plan, Capital Improvement Element, or another planning document/Master Plan.

In 2006, the Florida legislature passed the "Florida Impact Fee Act," which recognized impact fees as "an outgrowth of home rule power of a local government to provide certain services within its jurisdiction." § 163.31801(2), Fla. Stat. The statute – concerned with mostly procedural and methodological limitations – did not expressly allow or disallow any particular public facility type from being funded with impact fees. In fact, which it was initially adopted, the Act largely codified requirements and standards common to the practice already.

However, the Legislature has amended the Impact Fee Act numerous times since 2006, significantly affecting the impact fee practice in Florida. For this reason, a summary of the key legislative changes since 2006 is provided:
:

- **HB 227 in 2009:** The Florida legislation statutorily clarified that in any action challenging an impact fee, the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee meets the requirements of state legal precedent or the Impact Fee Act and that the court may not use a deferential standard.
- **SB 360 in 2009:** Allowed fees to be decreased without the 90-day notice period required to increase the fees and purported to change the standard of legal review associated with impact fees. SB 360 also required the Florida Department of Community Affairs (now the Department of Commerce) and Florida Department of Transportation (FDOT) to conduct studies on "mobility fees," which were completed in 2010.
- **HB 7207 in 2011:** Required a dollar-for-dollar credit, for purposes of concurrency compliance, for impact fees paid and other concurrency mitigation required.
- **HB 319 in 2013:** Applied mostly to concurrency management authorities, but also encouraged local governments to adopt alternative mobility systems using a series of tools identified in section 163.3180(5)(f), Florida Statutes, including:
    - Adoption of long-term strategies to facilitate development patterns that support multi-modal solutions, including urban design, and appropriate land use mixes, including intensity and density.
    - Adoption of an area-wide level of service not dependent on any single road segment function.

- Exempting or discounting impacts of locally desired development, such as development in urban areas, redevelopment, job creation, and mixed use on the transportation system.
- Assigning secondary priority to vehicle mobility and primary priority to ensuring a safe, comfortable, and attractive pedestrian environment, with convenient interconnection to transit.
- Establishing multi-modal level of service standards that rely primarily on non-vehicular modes of transportation where existing or planned community design will provide adequate level of mobility.
- Reducing impact fees or local access fees to promote development within urban areas, multi-modal transportation districts, and a balance of mixed-use development in certain areas or districts, or for affordable or workforce housing.

Also, under HB 319, a mobility fee funding system expressly must comply with the dual rational nexus test applicable to traditional impact fees. Furthermore, any mobility fee revenues collected must be used to implement the local government's plan, which serves as the basis to demonstrate the need for the fee. Finally, under HB 319, an alternative mobility system, that is not mobility fee-based, must not impose upon new development any responsibility for funding an existing transportation deficiency.

- **HB 207 in 2019:** Included the following changes to the Impact Fee Act along with additional clarifying language:
  - Impact fees cannot be collected prior to building permit issuance; and
  - Impact fee revenues cannot be used to pay debt service for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential and commercial construction.
- **HB 7103 in 2019:** Addressed multiple issues related to affordable housing/linkage fees, impact fees, and building services fees. In terms of impact fees, the bill required that when local governments increase their impact fees, the outstanding impact fee credits for developer contributions should also be increased. This requirement was to operate prospectively; however, HB 337 that was signed in 2021 deleted this clause and making all outstanding credits eligible for this adjustment. This bill also allowed local governments to waive/reduce impact fees for affordable housing projects without having to offset the associated revenue loss.
- **SB 1066 in 2020:** Added language allowing impact fee credits to be assignable and transferable at any time after establishment from one development or parcel to another

that is within the same impact fee zone/district or that is within an adjoining impact fee zone/district within the same local government jurisdiction, and which receives benefit from the improvement or contribution that generated the credits. In addition, added language indicating any new/increased impact fee not being applicable to current or pending permit applications submitted prior to the effective date of an ordinance or resolution imposing new/increased fees.

- **HB 1339 in 2020:** Required reporting of various impact fee related data items within the annual financial audit report submitted to the Department of Financial Services.
- **HB 337 in 2021:** Placed limits on the amount and frequency of fee increases, but also included a clause to exceed these restrictions if the local governments can demonstrate extraordinary circumstances, hold two public workshops discussing these circumstances and the increases are approved by two-thirds of the governing body.
- **HB 479 in 2024:** Required interlocal agreements between counties and municipalities when both entities collect a transportation impact fee. Placed limits on timing of impact fee study completion and adoption and data used in the studies.

The following paragraphs provide further detail on the generally applicable legal standards applicable here.

Impact Fee Definition

- An impact fee is a one-time capital charge levied against new development.
- An impact fee is designed to cover the portion of the capital costs of infrastructure capacity consumed by new development.
- The principal purpose of an impact fee is to assist in funding the implementation of multi-modal transportation capacity addition projects identified in the Capital Improvements Element (CIE) and other capital improvement programs/plans.

Impact Fee vs. Tax

- An impact fee is generally regarded as a regulatory function established based upon the specific benefit to the user related to a given infrastructure type and is not established for the primary purpose of generating revenue for the general benefit of the community, as are taxes.
- Impact fee expenditures must convey a proportional benefit to the fee payer. This is accomplished through the establishment of benefit districts, where fees collected in a benefit district are spent in the same benefit district.

- An impact fee must be tied to a proportional need for new infrastructure capacity created by new development.

Use of Impact Fee Revenues

Per State law and legal precedent, the City may use multi-modal transportation impact fee (MMTIF) revenues for the funding of capital improvement projects but not for operational/maintenance/resurfacing expenses. These capital improvement projects must increase the multimodal capacity of the City's transportation network and the projects should be along roads classified as collectors and above, and not on local neighborhood roads. Examples of these projects include lane additions, new roads, intersection improvements, and addition of sidewalks, bicycle lanes or transit amenities, among others.

This technical report has been prepared to support legal compliance with existing case law and statutory requirements. Data presented in this report is collected through Fall of 2024 and represents the most recent and localized data available at the time of this study. All data and support material used in this analysis are incorporated by reference as set forth in this document.

Demand Component

Travel Demand

Travel demand is the amount of transportation system consumed by a unit of new land development activity. Demand is calculated using the following variables and is measured in terms of the person-miles of new travel (PMT) that a unit of development consumes on the transportation system:

- Number of daily trips generated (Trip Generation Rate = TGR)
- Average length of those trips (Trip Length = TL)
- Proportion of travel that is new travel, rather than travel that is already on the transportation system and is captured by new development (Percent New Trips = PNT)
- Person-trip factor (converts vehicle-miles of travel to person-miles of travel)

The trip characteristics variables were primarily obtained from two sources:

- Trip characteristics surveys conducted throughout Florida (Florida Studies Database). This database was used to determine trip length, percent new trips, and the trip generation rate for several land uses.
- Institute of Transportation Engineers' (ITE) Trip Generation reference report (11th Edition), which is used primarily for trip generation rates.

Conversion of Vehicle-Trips to Person-Trips

In the case of the multi-modal fee, it is necessary to estimate travel in units of person-miles. Vehicle-trips were converted to person-trips by applying a vehicle-trip to person-trip conversion factor of 1.44. This value was derived from a review of the Central Florida Regional Planning Model v7 (CFRPM v7). Given that a large portion of travel occurs via automobile, this approach is found to be reasonable.

Interstate & Toll Facility Adjustment Factor

This variable is used to recognize that interstate highway and toll facility improvements are funded by the State (specifically, the Florida Department of Transportation using earmarked State and Federal funds or through toll revenues). Typically, impact fees are not used to pay for

these improvements and the portion of travel occurring on the interstate/toll facility system is subtracted from the total travel for each use.

CFRPM v7 was executed to calculate the interstate and toll (I/T) facility discount factor based on model roadways within Volusia County. The loaded highway network[1] file was generated using the select zone analysis function for all traffic analysis zones located within New Smyrna Beach to differentiate trips with an origin and/or destination within the city versus trips with no origin or destination within the city.

Currently, interstate/toll facilities within the study area of Volusia County include Interstate 4 and Interstate 95. The limited access vehicle-miles of travel (Limited Access VMT) for trips with an origin and/or destination within the City of New Smyrna Beach was calculated for the identified limited access facilities. Next, the total VMT was calculated for all trips with an origin and/or destination within the study area for all roads, including limited access facilities.

The I/T adjustment factor of 27.2 percent was determined by dividing the total limited access VMT by the total study area VMT for the 2045 Cost Feasible network. By applying this factor to the VMT for each land use, the reduced VMT is then representative of only the roadways which can be funded by multi-modal transportation impact fees.

Land Use Changes

As part of this update study, the following land uses were revised/added to the City's fee schedule.

Multi-Family Re-Alignment

The ITE 11th Edition handbook has re-aligned multi-family land uses into the following categories, which are reflected in the updated schedule for New Smyrna Beach:

- LUC 215: Single Family (Attached)
- LUC 220: Multi-Family (Low-Rise, 1-3 floors)
- LUC 221/222: Multi-Family (Mid/High-Rise, 4+ floors)

[1] The "loaded highway network" refers to the final travel demand model roadway network with traffic volumes assigned (or loaded) to each model roadway link.

Schools

The school land use was broken out into the following uses and the unit of measure was changed from "per 1,000 sq ft" to "per student" due to available data in the ITE 11th Edition:

- Elementary School (Private)
- Middle/Junior High School (Private)
- High School (Private)
- University/Junior College (7,500 or fewer students) (Private)
- University/Junior College (more than 7,500 students) (Private)

Medical Office/Clinic 10,000 sq ft or less

This tier was added to the impact fee schedule to reflect the lower trip generation associated with small medical offices.

Retail/Shopping Center

ITE 11th Edition re-aligned this land use into three distinct square footage ranges with associated variations in trip generation rates. For this update study, the existing retail/shopping center tiers have been re-aligned to match ITE 11th Edition.

Gas Station w/Convenience Store

ITE 11th Edition re-aligned this land use to have trip generation rate tiering tied to square footage of the convenience store, not the number of pumps. This land use replaces the "Convenience Store with and w/o Gas Pumps" use that is charged per 1,000 sq ft and the "Super Convenience Store" land use.

Cost Component

Cost information from the City of New Smyrna Beach, Volusia County, and other counties in Florida was reviewed to develop a unit cost for all phases involved in the construction of one lane-mile of roadway capacity. Appendix B provides the data and other support information utilized in these analyses.

City/County Roadway Cost

This section examines the right-of-way (ROW), construction, and other cost components associated with city/county roads with respect to transportation capacity expansion improvements in the City of New Smyrna Beach. In addition to Volusia County data, bid data for recently completed/on-going projects throughout Florida were used to supplement the cost data for city/county roadway improvements. The cost for each roadway capacity project was separated into four components: design, right-of-way (ROW), construction, and construction engineering/inspection (CEI).

Design and CEI

Design costs for city/county roads were estimated at **eight (8) percent** of construction phase costs based on a review of local cost data from Volusia County. Additional details are provided in Appendix B, Table B-2.

CEI costs for city/county roads were estimated at **11 percent** of construction phase costs based on a review of local cost data from Volusia County. Additional details are provided in Appendix B, Tables B-8.

These estimates are consistent with the costs observed in other jurisdictions, as shown in Tables B-3 for design and B-9 for CEI.

Right-of-Way

The ROW cost reflects the total cost of the acquisitions along a corridor that were necessary to have sufficient cross-section width to widen an existing road or, in the case of new construction, to build a new road. This factor was determined through a review of recent ROW-to-construction ratios seen in Volusia County (with a range of no cost to 34 percent) and seen in other jurisdictions throughout Florida (ranging from 10 percent to 60 percent). For purposes of the multi-modal fee calculation, a **20 percent** ROW-to-construction factor was used for city/county

roadways based on these datasets. Additional details are provided in Appendix B, Tables B-4 and B-5.

Construction

A review of construction cost data for local city/county roadway capacity expansion projects included eight recent/on-going improvements provided in Volusia County.

- Howland Blvd from Courtland Blvd to N. of SR 415
- LPGA Blvd from Jimmy Ann Dr/Grand Reserve to Derbyshire Road
- Williamson Blvd from LPGA Blvd to Strickland Range Road
- Howland Blvd from Providence Blvd to Elkcam Blvd
- Orange Camp Blvd from MLK Blvd to I-4
- 10th St from Myrtle Avenue to US-1
- Blue Lake Avenue Ext. from Blue Lake Avenue to SR 472
- Williamson Blvd from Strickland Range Road to Hand Avenue

The construction cost of these improvements ranged from $1.96 million per lane mile to $6.66 million per lane mile with a weighted average cost of approximately $2.69 million per lane mile. Additional details are provided in Appendix B, Table B-6.

In addition to local data, a review of recently built or bid projects (from 2014 to 2023) throughout the state of Florida was conducted. As shown in Appendix B, Table B-7, the statewide database includes a total of 48 projects between 2014 and 2023 from 16 different counties (including Volusia County) with a weighted average cost of approximately $3.55 million per lane mile (all improvements have urban-design characteristics). In the case of counties that are more suburban/rural in nature (similar to Volusia County), the construction cost averages approximately $3.08 million (including Volusia County).

Based on this review, the construction cost for city/county roads (urban design; curb & gutter) was estimated at **$3.10 million** per lane mile for use in the multi-modal fee calculation.

To determine the cost per lane mile for city/county roads with rural-design characteristics (open drainage), the relationship between urban and rural-designed roadway costs from the FDOT District 7 Long Range Estimates (LRE)[2] was reviewed. Based on these cost estimates, the costs for rural roadways are estimated at approximately 73 percent of the costs for urban roadways. Additional details are provided in Appendix B, Table B-1.

[2] Similar data from FDOT District 5 was not available.

To determine the weighted average cost for city/county roadways, the cost for urban-design and rural-design roads were weighted based on the distribution of lane miles included in the River-to-Sea TPO's Connect 2045 Long Range Transportation Plan (Cost Feasible Plan, Appendix B, Table B-10). As shown in Table 1, the weighted average city/county roadway construction cost was calculated at approximately $2.65 million per lane mile, with a total weighted cost of $3.68 million per lane mile for use in the multi-modal fee calculation.

Table 1

Estimated Cost per Lane Mile for City/County Roads

Cost Phase	Cost per Lane Mile		
	Curb & Gutter (Urban) Design	Open Drainage (Rural) Design[5]	Weighted Average[6]
Design[1]	$248,000	$181,000	$212,000
Right-of-Way[2]	$620,000	$453,000	$530,000
Construction[3]	$3,100,000	$2,263,000	$2,648,000
CEI[4]	$341,000	$249,000	$291,000
Total Cost	**$4,309,000**	**$3,146,000**	**$3,681,000**
Lane Mile Distribution[7]	46%	54%	100%

1) Design is estimated at 8% of construction costs.
2) Right-of-Way is estimated at 20% of construction costs.
3) Source: Estimate based on a review of data in Appendix B, Tables B-6 and B-7
4) CEI is estimated at 11% of construction costs.
5) Open drainage (rural) design costs are estimated at 73% of the curb & gutter (urban) costs.
6) Lane mile distribution (Item 7) multiplied by the design, ROW, construction, and CEI phase costs by improvement type to develop a weighted average cost per lane mile
7) Source: Appendix B, Table B-10; Items (a) and (b)

Note: All figures rounded to nearest $000

Person-Miles of Capacity Added per Lane Mile (Roadways)

An additional component of the multi-modal impact fee equation is the capacity added per lane-mile of roadway constructed. The vehicle-miles of capacity (VMC) is an estimate of capacity added per lane mile for city and county roadway improvements in the TPO's 2045 Long Range Transportation Plan. As shown in Table 2, each lane mile will add approximately 10,100 VMC. This figure was then converted to person-miles of capacity (PMC) using the person-trip factor (1.44 persons per vehicle) previously discussed, resulting in a weighted average PMC of 14,500 per lane mile.

Table 2

Weighted Average Capacity Added per Lane Mile

Source	Lane Mile Added[1]	Vehicle-Miles of Capacity Added[1]	VMC Added per Lane Mile[2]	Vehicle-Trip to Person-Trip Factor[3]	PMC Added per Lane Mile[4]
City/County Roads	68.70	695,827	10,100	1.44	**14,500**

1) Source: Appendix B, Table B-10
2) Vehicle-miles of capacity added divided by lane miles added
3) Source: Central Florida Regional Planning Model (CFRPM v7)
4) VMC added per lane mile (Item 2) multiplied by the vehicle-trip to person-trip factor (Item 3)

Cost per Person-Mile of Capacity (Roadways)

The transportation cost per unit of development is assessed based on the cost per person-mile of capacity. As shown in Tables 1 and 2, the cost and capacity for roadways in the City of New Smyrna Beach have been calculated based on typical roadway improvements planned to be constructed in the future. Table 3 presents the estimated cost for travel within the city, which is approximately **$254** per PMC.

Table 3

Cost per Person-Mile of Capacity Added (Roadways)

Source	Cost per Lane Mile[1]	Average PMC Added per Lane Mile[2]	Cost per PMC[3]
City/County Roads	$3,681,000	14,500	**$253.86**

1) Source: Table 1
2) Source: Table 2
3) Cost per lane mile (Item 1) divided by the average PMC added per lane mile (Item 2)

Bicycle and Pedestrian Facility Costs

Bicycle and pedestrian facilities provide for relatively small quantities of the total vehicle-miles of travel due to the difference in the average distance traveled by a car trip versus pedestrian/bicycle trips. Because of their relatively small role in the urban travel scheme, they do not have a significant effect on evaluating the costs of providing for mobility. However, bike and pedestrian facilities are important and provide a source of travel for those who cannot drive or cannot afford to drive, and they are a standard part of the urban street and sometimes included in rural roadways. Their costs are included in the standard roadway cross-sections for which costs are estimated for safety and mobility reasons. Thus, the costs of these facilities on

major roads are included in the multi-modal fee. The multi-modal impact fee provides funding for only those bike and pedestrian facilities associated with roadways on the classified road system (excluding local/neighborhood roads) and allows for facilities to be added to existing classified roadways or included in the construction of a new classified roadway or lane addition improvement.

Transit Capital Cost per Person-Mile of Travel

A model for transit service and cost was developed to establish both the capital cost per person-mile of capacity and the system operating characteristics in terms of system coverage, hours of service, and headways. The model developed for the City of New Smyrna Beach was based on information from Volusia County's Public Transit System, Votran's, Transit Development Plan (TDP). Components of the transit capital cost include:

- Vehicle acquisition tied to new routes
- Bus stops, shelters, and benches
- Cost of road network used by transit vehicles

Transit capital costs are computed as the cost of capital features needed to expand the transit system, as follows:

Transit Capital Cost = Bus Infrastructure Cost + Road Capacity Cost

Considering the infrastructure costs and the decline in potential vehicle-capacity that comes with adding transit, it was determined that the difference between constructing a lane mile of roadway (for cars only) versus constructing a roadway with transit is very slight. The roadway with transit cost per PMC is approximately 3.5 percent higher per lane mile than the cost to simply construct a road without transit amenities (Appendix B, Table B-12). As shown in Table 4, this factor was applied to the roadway cost per PMC to determine the multi-modal cost per PMC. The cost per PMC figure is used in the multi-modal impact fee calculation to determine the total cost per unit of development based on person-miles of travel consumed. For each person-mile of travel that is added to the roadway system, approximately $263 of roadway capacity is consumed, as shown in Table 4.

Table 4

Cost per Person-Mile of Capacity Added (Multi-Modal)

Source	Cost per Lane Mile	Average PMC Added per Lane Mile	Cost per PMC
City/County[1]	$3,681,000	14,500	**$253.86**
Transit Cost Factor[2]			3.51%
Weighted Average Cost per PMC[3]			**$262.77**

1) Source: Table 3
2) Source: Appendix B, Table B-12
3) Cost per PMC (Item 1) increased by the transit cost factor (Item 2)

Credit Component

Capital Improvement Credit

The credit component of the impact fee accounts for the City, County and State funding sources that are being expended on roadway capacity expansion (excluding impact fee funds). This section summarizes the calculations utilized to develop the credit component of the impact fee. Additional details are provided in Appendix C.

The present value of the portion of non-impact fee revenues generated by new development over a 25-year period (estimated life of a structure as well as when roadways are likely to need significant maintenance/rehabilitation) that is expected to fund capacity expansion projects was credited against the cost and the system consumed by travel associated with new development. To provide a connection to the demand component, which is measured in terms of travel, the non-impact fee dollars were converted to a fuel tax equivalency.

City Credit

As shown in Table 5, the City of New Smyrna Beach spends an average of $0.34 million per year on transportation capacity-expansion projects funded with non-impact fee revenues, which equates to revenues generated from **0.1 penny** of tax on gasoline and diesel fuels. Additional details are provided in Appendix C, Table C-2.

County Credit

A review of Volusia County's FY 2024 Capital Improvement Plan indicated that a combination of fuel tax, impact fees, and proportionate share revenues are used to fund transportation capacity expansion. As shown in Table 5, the County spends an average of $6.2 million per year, or the equivalent of **2.5 pennies,** on transportation capacity-expansion projects funded with non-impact fee revenues. Additional details are provided in Appendix C, Table C-3.

Further, the County is using fuel tax revenues to retire debt service used to fund transportation expansion improvements. The fuel tax dedication for the Series 2013 bond and the 2015 Capital Improvement Revenue Note total approximately 2.6 pennies of additional county credit. As shown in Table 5, a total fuel tax equivalent of 5.1 pennies is recognized for county expenditures. Additional details are provided in Appendix C, Table C-4.

State Credit

As shown in Table 5, state expenditures for transportation capacity projects in Volusia County were reviewed and a credit for the capacity-expansion portion attributable to state projects was estimated (excluding expenditures on limited access facilities). This review, which included 10 years of historical expenditures, as well as five (5) years of planned expenditures, indicated that FDOT's transportation capacity spending averages $16.7 million per year and generates a credit of **6.6 pennies** of equivalent gas tax revenue, annually. The use of a 15-year period for developing a state credit accounts for the volatility in FDOT spending in the county over short time periods. Additional details are provided in Appendix C, Table C-5.

In summary, for transportation capacity projects, the City allocates $342,000, Volusia County allocates $12.8 million, while the State spends an average of $16.7 million, annually. The portion of capital improvement funding included in the multi-modal fee equation for credit calculations recognizes the future capital revenue that is expected to be generated by new development from all non-impact fee revenues. This credit does not include revenues generated by the existing population.

Table 5

Equivalent Pennies of Gas Tax Revenue

Credit	Average Annual Expenditures	Value per Penny[5]	Equivalent Pennies per Gallon[6]
City Revenues[1]	$341,859	$2,510,330	$0.001
County Revenues[2]	$6,243,889	$2,510,330	$0.025
County Debt Service[3]	$6,528,861	$2,510,330	$0.026
State Revenues[4]	$16,678,453	$2,510,330	$0.066
Total	**$29,793,062**		**$0.118**

1) Source: Appendix C, Table C-2
2) Source: Appendix C, Table C-3
3) Source: Appendix C, Table C-4
4) Source: Appendix C, Table C-5
5) Source: Appendix C, Table C-1
6) Average annual expenditures divided by the value per penny (Item 4) divided by 100

Present Worth Variables

Facility Life: The facility life used in the impact fee analysis is 25 years, which represents the reasonable life of a roadway.

Interest Rate: This is the discount rate at which gasoline tax revenues might be bonded. It is used to compute the present value of the gasoline taxes generated by new development. The discount rate of 4.40 percent was used in the multi-modal transportation impact fee calculation based on information provided by the City.

Fuel Efficiency

The fuel efficiency (i.e., the average miles traveled per gallon of fuel consumed) of the fleet of motor vehicles was estimated using the quantity of gasoline consumed by travel associated with a particular land use. This variable is used in the calculation of the credit component of the multi-modal transportation impact fee.

Appendix C, Table C-11 documents the calculation of fuel efficiency value based on the following equation, where "VMT" is vehicle miles of travel and "MPG" is fuel efficiency in terms of miles per gallon.

$$Fuel\ Efficiency = \sum VMT_{Roadway\ Type} \div \sum \left(\frac{VMT_{Vehicle\ Type}}{MPG_{Vehicle\ Type}} \right)_{Roadway\ Type}$$

The methodology uses non-interstate VMT and average fuel efficiency data for passenger vehicles (i.e., passenger cars and other 2-axle, 4-tire vehicles, such as vans, pickups, and SUVs) and large trucks (i.e., single-unit, 2-axle, 6-tire or more trucks and combination trucks) to calculate the total gallons of fuel used by each of these vehicle types.

The combined total VMT for the vehicle types is then divided by the combined total gallons of fuel consumed to calculate, in effect, a "weighted" fuel efficiency value that reflects the existing fleet mix of traffic on non-interstate roadways. The VMT and average fuel efficiency data were obtained from the most recent Federal Highway Administration's *Highway Statistics 2022*. Based on the calculation completed in Appendix C, Table C-11, the fuel efficiency rate to be used in the updated impact fee equation is 19.47 miles per gallon.

Effective Days per Year

An effective 365 days per year of operation was used for all land uses in the proposed multi-modal fee. However, this will not be the case for all land uses since some uses operate only on weekdays (e.g., office buildings) and/or only seasonally (e.g., schools). The use of 365 days per year, therefore, provides a conservative estimate, ensuring that non-impact fee contributions are adequately credited against the fee.

Calculated Multi-Modal Transportation Impact Fee Schedule

Detailed multi-modal impact fee calculations for each land use are included in Appendix D, which includes the major land use categories and the multi-modal impact fees for the individual land uses contained in each of the major categories. For each land use, Appendix D illustrates the following:

- Demand component variables (trip rate, trip length, and percent new trips);
- Total multi-modal transportation impact fee cost;
- Annual capital improvement credit;
- Present value of the capital improvements credit;
- Net multi-modal transportation impact fee rates;
- Current adopted City of New Smyrna Beach transportation impact fee rates; and
- Percent difference between the calculated multi-modal transportation impact fee and the current adopted transportation impact fee.

For clarification purposes, it may be useful to walk through the calculation of a multi-modal fee for one of the land use categories. In the following example, the net multi-modal fee is calculated for the Single Family (Detached) land use category using information from the multi-modal fee schedule included in Appendix D. For each land use category, the following equations are utilized to calculate the net multi-modal transportation impact fee:

Net Multi-Modal Fee = Total Multi-Modal Cost – Capital Improvement Credit

Where:

Total Multi-Modal Cost = ([Trip Rate × Assessable Trip Length × % New Trips] /2) × (1 – Interstate/Toll Facility Adjustment Factor) × (Person-Trip Factor) × (Cost per Person-Mile of Capacity)

Capital Improvement Credit = Present Value (Annual Capital Improvement Credit), given 4.40% interest rate & a 25-year facility life

Annual Capital Improvement Credit = ([Trip Rate × Total Trip Length × % New Trips] / 2) × (Effective Days per Year × $/Gallon to Capital) / Fuel Efficiency

Each of the inputs has been discussed previously in this document; however, for purposes of this example, brief definitions for each input are provided in the following paragraphs, along with the actual inputs used in the calculation of the fee for the Single Family (Detached) land use category:

- *Trip Rate* = the average daily trip generation rate, in vehicle-trips/day (7.81)
- *Assessable Trip Length* = the average trip length on collector roads or above, for the category, in vehicle-miles (6.62)
- *Total Trip Length* = the assessable trip length plus an adjustment factor of half a mile, which is added to the trip length to account for the fact that gas taxes are collected for travel on all roads including local roads (6.62 + 0.50 = 7.12)
- *% New Trips* = adjustment factor to account for trips that are already on the roadway (100%)
- *Divide by 2* = the total daily miles of travel generated by a particular category (i.e., rate*length*% new trips) is divided by two to prevent the double-counting of travel generated between two land use codes since every trip has an origin and a destination
- *Interstate/Toll Facility Adjustment Factor* = adjustment factor to account for travel demand occurring on interstate highways and/or toll facilities (27.2%)
- *Person-Trip Factor* = converts vehicle-miles of travel to person-miles of travel (1.44)
- *Cost per Lane Mile* = unit cost to construct one lane mile of roadway, in $/lane-mile ($3,681,000)
- *Average Person-Capacity Added per Lane Mile* = represents the average daily person-traffic on one travel lane at capacity for one lane mile of roadway, in persons/lane-mile/day (14,500)
- *Transit Cost Factor* = accounts for the increased cost per lane mile of providing transit capital (3.51%)
- *Cost per Person-Mile of Capacity* = unit of person-miles of capacity consumed per unit of development. Cost per person-mile divided by average capacity added per lane mile multiplied by the transit cost factor ($3,681,000 / 14,500 × (1 + 3.51%) = $262.77)
- *Present Value* = calculation of the present value of a uniform series of cash flows, gas tax payments in this case, given an interest rate, “i,” and a number of periods, “n;” for 4.40% interest and a 25-year facility life, the uniform series present worth factor is 14.9820.
- *Effective Days per Year* = 365 days
- *$/Gallon to Capital* = the amount of equivalent gas tax revenue per gallon of fuel that is used for capital improvements, in $/gallon
- *Fuel Efficiency* = average fuel efficiency of vehicles, in vehicle-miles/gallon (19.47)
- *City Portion* = Total calculated fee less portion that is being collected by Volusia County.

Multi-Modal Transportation Impact Fee Calculation

Using these inputs, a net multi-modal fee can be calculated for the Single Family (Detached) land use category as follows:

Single Family (Detached) Multi-Modal Transportation Impact Fee Rate (Table D-1):

Total Multi-Modal Cost = ([7.81 * 6.62 * 1.0] /2) * (1 - 0.272) * 1.44 * ($3,681,000 /14,500 *1.0351) = $7,121

Annual Cap. Improv. Credit = ([7.81 * 7.16 * 1.0] /2) * 365 * ($0.118 /19.47) = $62
Capital Improvement Credit = $62 * 14.9820 = $929

Net Multi-Modal Fee = $7,121 - $929 = $6,192
Volusia County Impact Fee Rate = $5,464
City Portion = $6,192 - $5,464 = **$728**

Table 6 presents the calculated multi-modal fee transportation impact fee schedule for the City of New Smyrna Beach. In addition, this table also includes the current adopted transportation impact fee and maximum allowable fee under F.S. 163.31801.

Table 6

City of New Smyrna Beach Multi-Modal Transportation Impact Fees

ITE LUC	Land Use	Unit	Adopted[1]	MMTIF[2]	% Change	F.S. Cap[3]	% Change
	RESIDENTIAL:						
210	Single Family (Detached)	du	$1,752	**$728**	-58%	**$728**	-58%
215	Single Family (Attached)	du	$1,043	**$646**	-38%	**$646**	-38%
220	Multi-Family Housing (Low-Rise, 1-3 floors)	du	$1,043	**$493**	-53%	**$493**	-53%
221/222	Multi-Family Housing (Mid/High-Rise, 4+ floors)	du	$632	**$335**	-47%	**$335**	-47%
240	Mobile Home Park	du	$644	**$379**	-41%	**$379**	-41%
	LODGING:						
310	Hotel	room	$966	**$372**	-61%	**$372**	-61%
320	Motel	room	$387	**$157**	-59%	**$157**	-59%
	RECREATION:						
411	Public Park	acre	$54	**$129**	139%	**$81**	50%
416	Campground/RV Park	site	$644	**$284**	-56%	**$284**	-56%
420	Marina	boat berth	$173	**$454**	162%	**$259**	50%
445	Movie Theater	1,000 sf	$4,226	**$2,842**	-33%	**$5,170**	22%
	INSTITUTIONS:						
520	Elementary School (Private)	student	$36	**$185**	414%	**$54**	50%
522	Middle/Junior High School (Private)	student	$32	**$172**	438%	**$48**	50%
525	High School (Private)	student	$43	**$194**	351%	**$64**	49%
540/550	University/Junior College (7,500 or fewer students) (Private)	student	$131	**$381**	191%	**$196**	50%
	University/Junior College (more than 7,500 students) (Private)	student	$76	**$273**	259%	**$114**	50%
560	Church	1,000 sf	$447	**$843**	89%	**$670**	50%
565	Day Care Center	1,000 sf	$650	**$2,387**	267%	**$975**	50%
	MEDICAL:						
610	Hospital	1,000 sf	$691	**$951**	38%	**$951**	38%
620	Nursing Home	1,000 sf	$429	**$218**	-49%	**$218**	-49%
	OFFICE:						
710	General Office	1,000 sf	$1,293	**$745**	-42%	**$745**	-42%
720	Medical Office/Clinic 10,000 sq ft or less	1,000 sf	$4,762	**$2,975**	-38%	**$2,975**	-38%
	Medical Office/Clinic greater than 10,000 sq ft	1,000 sf	$4,762	**$4,218**	-11%	**$4,218**	-11%
	RETAIL:						
822	Retail less than 40,000 sfgla	1,000 sfgla	$2,080	**$1,264**	-39%	**$1,264**	-39%
821	Retail 40,000 to 150,000 sfgla	1,000 sfgla	$2,080	**$2,406**	16%	**$2,406**	16%
820	Retail greater than 150,000 sfgla	1,000 sfgla	$2,080	**$2,482**	19%	**$2,482**	19%
840/841	New/Used Auto Sales	1,000 sf	$2,718	**$2,825**	4%	**$2,825**	4%
850	Supermarket	1,000 sf	$3,487	**$3,546**	2%	**$3,546**	2%
862	Home Improvement Superstore	1,000 sf	$3,993	**$1,445**	-64%	**$1,445**	-64%
880/881	Pharmacy with & without Drive-Thru	1,000 sf	$1,681	**$2,228**	33%	**$2,228**	33%
890	Furniture Store	1,000 sf	$578	**$649**	12%	**$649**	12%
	SERVICES:						
911	Bank/Savings Walk-In	1,000 sf	$1,877	**$2,107**	12%	**$2,107**	12%
912	Bank/Savings Drive-In	1,000 sf	$3,171	**$3,770**	19%	**$3,770**	19%
931	Fine Dining (Low-Turnover) Restaurant	1,000 sf	$5,602	**$6,609**	18%	**$6,609**	18%
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	$15,413	**$14,315**	-7%	**$14,315**	-7%
943	Automobile Parts and Service Center	1,000 sf	$1,186	**$1,380**	16%	**$1,380**	16%
944	Gas Station w/Convenience Market <2,000 sq ft	fuel pos.	$1,117	**$2,413**	116%	**$1,675**	50%
945	Gas Station w/Convenience Market 2,000-5,499 sq ft	fuel pos.	$3,311	**$3,712**	12%	**$3,712**	12%
	Gas Station w/Convenience Market 5,500+ sq ft	fuel pos.	$4,723	**$4,844**	3%	**$4,844**	3%
	INDUSTRIAL:						
110	General Light Industrial	1,000 sf	$519	**$339**	-35%	**$339**	-35%
140	Manufacturing	1,000 sf	$519	**$335**	-35%	**$335**	-35%
150	Warehousing	1,000 sf	$232	**$116**	-50%	**$116**	-50%
151	Mini-Warehouse	1,000 sf	$203	**$59**	-71%	**$59**	-71%

1) Source: City of New Smyrna Beach; current rates for schools and gas station are estimated based on ratios
2) Source: Appendix D, Table D-1
3) Source: Appendix D, Table D-2; increase in rates is capped at 50% per F.S. 163.31801

SFGLA = Square Footage of Gross Leasable Area

Multi-Modal Transportation Impact Fee Comparison

A comparison of the City's adopted and calculated fee schedule to adopted fees by nearby jurisdictions for sample land uses is presented in **Table 7**. This table also includes information on the most recent technical study date, adoption percentage, and roadway network included in the fee for each jurisdiction.

Table 7

Transportation Impact Fee Comparison

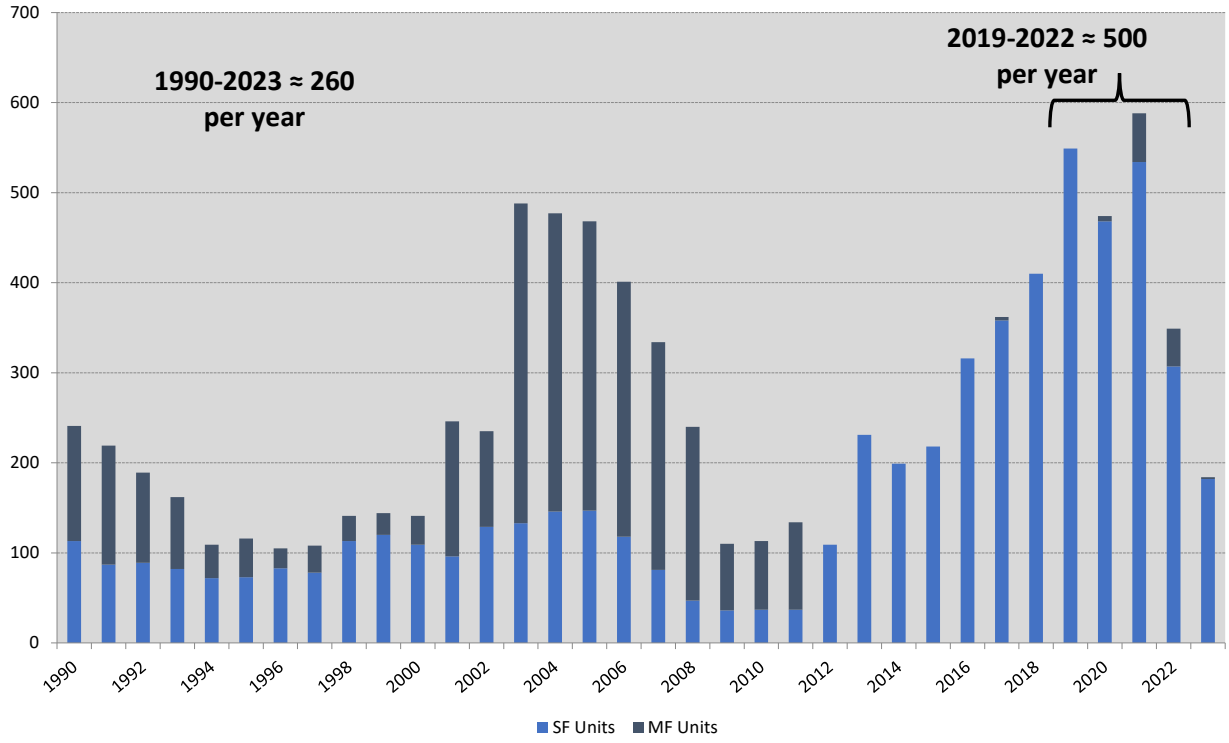
Land Use	Unit[2]	New Smyrna Beach		Volusia County[5]	Titusville[6]	Daytona Beach[7]	Deltona[8]	Ormond Beach[9]	Port Orange[10]	Edgewater[11]	Lake County[12]			Seminole County[13]			Altamonte Springs[14]	Oviedo[15]	Winter Springs[16]
		Calculated[3]	Existing[4]								North/ Central	South/ Wekiva	West	Rural	Suburb	Core			
Date of Last Update		**2024**	**2019**	2022	2000	2006	2007/2015	1996	2023	2024	2022	2022	2022	2021	2021	2021	2020	2024	2016
Assessed Portion of Calculated[1]		**n/a**	**100%**	100%	100%	100%	100%	100%	100%	100%	95%	95%	26%	100%	100%	100%	100%	100%	100%
Road Network/Scope		**City Only**	**City Only**	County/State	Full Network	City Only	City Only	City Only	City Only	City Only	City/County			Full Network			Full Network	Full Network	City Only
Residential:																			
Single Family (2,000 sq ft)	du	**$728**	**$1,752**	$5,464	$4,353	$380	$1,044	$163	$1,263	$346	$4,905	$4,905	$1,342	$7,312	$2,714	$1,811	$1,984	$6,001	$1,342
Multi-Family (1,300 sq ft)	du	**$493**	**$1,043**	$3,700	$2,677	$247	$888	$163	$903	$346	$3,382	$3,382	$926	n/a	$1,665	$1,048	$1,172	$4,092	$937
Non-Residential:																			
General Light Industrial	1,000 sf	**$339**	**$519**	$2,420	$3,124	$255	$1,308	$100	$536	$158	$1,972	$1,972	$540	$2,027	$1,024	$761	$573	$1,846	$983
Office (50,000 sq ft)	1,000 sf	**$745**	**$1,293**	$5,400	$5,058	$405	$1,638	$231	$1,502	$351	$4,481	$4,481	$1,226	$3,614	$1,840	$1,470	$1,737	$4,346	$1,555
Retail/Shopping Center (125,000 sq ft)	1,000 sfgla	**$2,406**	**$2,080**	$6,320	$5,270	$977	$2,075	$803	$7,332	$497	$5,238	$5,238	$1,434	$7,369	$3,819	$2,523	$7,521	$6,104	$2,140

1) Represents that portion of the maximum calculated fee for each respective jurisdiction that is actually charged. Fees may have been lowered through indexing or policy discounts. Does not account for moratoriums/suspensions
2) du = dwelling unit
3) Source: Appendix D, Table D-1
4) Source: City of New Smyrna Beach Development Services Department
5) Source: Volusia County, Growth and Resource Management Department. Fee shown for multi-family reflects "Multi Family Low-Rise (Triplex, Quad, 3+ units up to 3 Stories)"
6) Source: City of Titusville Community Development Department. Titusville road impact fees are collected by Brevard County and based on the County's impact fee study
7) Source: City of Daytona Beach, Permits and Licensing Department. Fees shown reflect annual indexing. Rates shown are for City Roads only
8) Source: City of Deltona, Planning and Development Services Department. Rates shown are for City Roads only
9) Source: City of Ormond Beach Growth and Resource Management. Rates shown are for City Roads only
10) Source: City of Port Orange Land Development Code. Rates shown implemented in compliance with the 50% limit per F.S. 163.31801. Rates shown are for City Roads only and reflect fully phased levels. The City will increase impact fees annually through 2027 to reach these levels, except for Office and Retail, which are already at their maximum rates.
11) Source: City of Edgewater Development Services Department
12) Source: Lake County, Planning and Zoning. Current rates are lower than the fully phased rates shown above. The County will increase impact fees annually through 2027 to reach these fee levels.
13) Source: Seminole County, Development Services. Fee shown for multi-family reflects "Multi-Family (1-2 Story Building)"
14) Source: City of Altamonte Springs Growth Management Department. Rates shown are for City Roads only
15) Source: City of Oviedo Development Services Department
16) Source: City of Winter Springs, Community Development Department. Rates shown are for City Roads only

Revenue Projections

The multi-modal transportation impact fee projections in this report are based on recent permitting levels in the City of New Smyrna Beach. Figure 1 presents residential permitting figures since 1990.

Figure 1
Residential Permitting



Source: U.S. Census Bureau

Given fluctuations in permitting levels, a range of revenue scenarios were developed. For the low-end, residential permitting was based on the average permitting levels since 1990 and the recent 2023 permitting in the City (approximately 200 permits). For the high-end, residential permitting was based on the activity between 2019 and 2022 (approximately 500 permits).

The following additional assumptions/estimates are incorporated into the projections:

- Impact fees implemented at the full calculated rate;
- Residential permitting consists primarily of the "Single Family Detached" land use; and

- Non-residential revenues account for approximately 15 percent of the total revenue collected based on the average tax base distribution in the City of New Smyrna Beach over the past five years.

As shown in Table 8, the City of New Smyrna Beach has the potential to generate between $1.02 and $2.52 million in multi-modal transportation impact fee revenues through 2031 if the impact fee rates are adopted as 100 percent.

Table 8

Multi-Modal Transportation Impact Fee Revenue Projections

Service Area	Annual Revenue (Low-End)	Annual Revenue (High-End)	2026-2031 Revenues (Low-End)	2026-2031 Revenues (High-End)
Transportation	$170,000	$420,000	**$1,020,000**	**$2,520,000**

Source: Based on recent permitting levels and calculated fee rates from this report

For impact fee purposes, revenue projections serve only as an overall guideline in panning future infrastructure needs. In their simplest form, impact fees charge each unit of new growth for the net cost (total cost less credits) of infrastructure needed to serve that unit of growth. If the growth rates remain high, the City will have more impact fee revenues to fund growth related projects sooner rather than later. If the growth rate slows down, less revenue will be generated and the timing and need for future infrastructure improvements will be later rather than sooner.

Appendix A
Demand Component

Appendix A: Demand Component

This appendix presents the detailed calculations for the demand component of the multi-modal transportation impact fee update.

Interstate & Toll Facility Adjustment Factor

Table A-1 presents the interstate and toll facility adjustment factor used in the calculation of the multi-modal fee. This variable is based on data from the Central Florida Regional Planning Model v7, specifically the 2045 vehicle-miles of travel. It should be noted that this adjustment factor excludes all external-to-external trips, which represent traffic that goes through the city, but does not necessarily stop in the city. This traffic is excluded from the analysis since it does not come from development within the city. The I/T adjustment factor is used to reduce the VMT that the multi-modal fee charges for each land use since impact fee revenues are typically not used to build interstates or toll facilities.

Table A-1

Interstate/Toll Facility Adjustment Factor

Facility Type	Total	
	VMT	%
Interstate/Toll	496,970	**27.2%**
Other Roads	1,330,234	72.8%
Total	**1,827,204**	**100.0%**

Source: Central Florida Regional Planning Model v7

Florida Studies Trip Characteristics Database

The Florida Studies Trip Characteristics Database includes approximately 345 studies on 40 different residential and non-residential land uses collected over the last 30 years. Data from these studies include trip generation, trip length, and percent new trips for each land use. This information has been used in the development of impact/multi-modal/mobility fees and the creation of land use plan category trip characteristics for communities throughout Florida and the U.S.

Benesch estimates trip generation rates for all land uses in an impact fee schedule using data from studies in the Florida Studies Database and the Institute of Transportation Engineers' (ITE) *Trip Generation* reference report (11th edition). In instances, when both ITE *Trip Generation* reference report (11th edition) and Florida Studies trip generation rate (TGR) data are available for a particular land use, the data is typically blended together to increase the sample size and provide a more valid estimate of the average number of trips generated per unit of development. If no Florida Studies data is available, only TGR data from the ITE reference report is used in the fee calculation.

The trip generation rate for each respective land use is calculated using machine counts that record daily traffic into and out of the site studied. The traffic count hoses, or video cameras are set at entrances to residential subdivisions for the residential land uses and at all access points for non-residential land uses.

The trip length information is obtained through origin-destination surveys that ask respondents where they came from prior to arriving at the site and where they intended to go after leaving the site. The results of these surveys were used to estimate average trip length by land use.

The percent new trip variable is based on assigning each trip collected through the origin-destination survey process a trip type (primary, secondary, diverted, and captured). The percent new trip variable is then calculated as 1 minus the percentage of trips that are captured. Benesch has published an article entitled, *Measuring Travel Characteristics for Transportation Impact Fees*, ITE Journal, April 1991 on the data collecting methodology for trip characteristics studies.

Table A-2

Land Use 151: Mini-Warehouse

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Orange Co, FL	89.6	2006	-	-	1.23	-	-	-	-	Orange County
Orange Co, FL	84.7	2006	-	-	1.39	-	-	-	-	Orange County
Orange Co, FL	93.0	2006	-	-	1.51	-	-	-	-	Orange County
Orange Co, FL	107.0	2007	-	-	1.45	-	-	-	-	Orange County
Orange Co, FL	77.0	2009	-	-	2.18	-	-	-	-	Tindale Oliver
Orange Co, FL	93.7	2012	-	-	1.15	-	-	-	-	Tindale Oliver
Total Size	545.0	6					**Average Trip Length:**	**n/a**		
ITE	880.0	16					**Weighted Average Trip Length:**	**n/a**		
Blended total	1,425.0									

Weighted Percent New Trip Average: -

Weighted Average Trip Generation Rate: 1.47

ITE Average Trip Generation Rate: 1.45

Blend of FL Studies and ITE Average Trip Generation Rate: 1.46

Table A-3

Land Use 210: Single Family - Detached

Location	Size / Units	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Sarasota Co, FL	76	Jun-93	70	70	10.03	-	6.00	-	60.18	Sarasota County
Sarasota Co, FL	79	Jun-93	86	86	9.77	-	4.40	-	42.99	Sarasota County
Sarasota Co, FL	135	Jun-93	75	75	8.05	-	5.90	-	47.50	Sarasota County
Sarasota Co, FL	152	Jun-93	63	63	8.55	-	7.30	-	62.42	Sarasota County
Sarasota Co, FL	193	Jun-93	123	123	6.85	-	4.60	-	31.51	Sarasota County
Sarasota Co, FL	97	Jun-93	33	33	13.20	-	3.00	-	39.60	Sarasota County
Sarasota Co, FL	282	Jun-93	146	146	6.61	-	8.40	-	55.52	Sarasota County
Sarasota Co, FL	393	Jun-93	207	207	7.76	-	5.40	-	41.90	Sarasota County
Hernando Co, FL	76	May-96	148	148	10.01	9a-6p	4.85	-	48.55	Tindale Oliver
Hernando Co, FL	128	May-96	205	205	8.17	9a-6p	6.03	-	49.27	Tindale Oliver
Hernando Co, FL	232	May-96	182	182	7.24	9a-6p	5.04	-	36.49	Tindale Oliver
Hernando Co, FL	301	May-96	264	264	8.93	9a-6p	3.28	-	29.29	Tindale Oliver
Charlotte Co, FL	135	Oct-97	230	-	5.30	9a-5p	7.90	-	41.87	Tindale Oliver
Charlotte Co, FL	142	Oct-97	245	-	5.20	9a-5p	4.10	-	21.32	Tindale Oliver
Charlotte Co, FL	150	Oct-97	160	-	5.00	9a-5p	10.80	-	54.00	Tindale Oliver
Charlotte Co, FL	215	Oct-97	158	-	7.60	9a-5p	4.60	-	34.96	Tindale Oliver
Charlotte Co, FL	257	Oct-97	225	-	7.60	9a-5p	7.40	-	56.24	Tindale Oliver
Charlotte Co, FL	345	Oct-97	161	-	7.00	9a-5p	6.60	-	46.20	Tindale Oliver
Charlotte Co, FL	368	Oct-97	152	-	6.60	9a-5p	5.70	-	37.62	Tindale Oliver
Charlotte Co, FL	383	Oct-97	516	-	8.40	9a-5p	5.00	-	42.00	Tindale Oliver
Charlotte Co, FL	441	Oct-97	195	-	8.20	9a-5p	4.70	-	38.54	Tindale Oliver
Charlotte Co, FL	1,169	Oct-97	348	-	6.10	9a-5p	8.00	-	48.80	Tindale Oliver
Collier Co, FL	90	Dec-99	91	-	12.80	8a-6p	11.40	-	145.92	Tindale Oliver
Collier Co, FL	400	Dec-99	389	-	7.80	8a-6p	6.40	-	49.92	Tindale Oliver
Lake Co, FL	49	Apr-02	170	-	6.70	7a-6p	10.20	-	68.34	Tindale Oliver
Lake Co, FL	52	Apr-02	212	-	10.00	7a-6p	7.60	-	76.00	Tindale Oliver
Lake Co, FL	126	Apr-02	217	-	8.50	7a-6p	8.30	-	70.55	Tindale Oliver
Pasco Co, FL	55	Apr-02	133	-	6.80	8a-6p	8.12	-	55.22	Tindale Oliver
Pasco Co, FL	60	Apr-02	106	-	7.73	8a-6p	8.75	-	67.64	Tindale Oliver
Pasco Co, FL	70	Apr-02	188	-	7.80	8a-6p	6.03	-	47.03	Tindale Oliver
Pasco Co, FL	74	Apr-02	188	-	8.18	8a-6p	5.95	-	48.67	Tindale Oliver
Pasco Co, FL	189	Apr-02	261	-	7.46	8a-6p	8.99	-	67.07	Tindale Oliver
Marion Co, FL	102	Apr-02	167	-	8.02	7a-6p	5.10	-	40.90	Kimley-Horn & Associates
Marion Co, FL	105	Apr-02	169	-	7.23	7a-6p	7.22	-	52.20	Kimley-Horn & Associates
Marion Co, FL	124	Apr-02	170	-	6.04	7a-6p	7.29	-	44.03	Kimley-Horn & Associates
Marion Co, FL	132	Apr-02	171	-	7.87	7a-6p	7.00	-	55.09	Kimley-Horn & Associates
Marion Co, FL	133	Apr-02	209	-	8.04	7a-6p	4.92	-	39.56	Kimley-Horn & Associates
Citrus Co, FL	111	Oct-03	273	-	8.66	7a-6p	7.70	-	66.68	Tindale Oliver
Citrus Co, FL	231	Oct-03	155	-	5.71	7a-6p	4.82	-	27.52	Tindale Oliver
Citrus Co, FL	306	Oct-03	146	-	8.40	7a-6p	3.94	-	33.10	Tindale Oliver
Citrus Co, FL	364	Oct-03	345	-	7.20	7a-6p	9.14	-	65.81	Tindale Oliver
Citrus Co, FL	374	Oct-03	248	-	12.30	7a-6p	6.88	-	84.62	Tindale Oliver
Lake Co, FL	42	Dec-06	122	-	11.26	-	5.56	-	62.61	Tindale Oliver
Lake Co, FL	51	Dec-06	346	-	18.22	-	9.46	-	172.36	Tindale Oliver
Lake Co, FL	59	Dec-06	144	-	12.07	-	10.79	-	130.24	Tindale Oliver
Lake Co, FL	90	Dec-06	194	-	9.12	-	5.78	-	52.71	Tindale Oliver
Lake Co, FL	239	Dec-06	385	-	7.58	-	8.93	-	67.69	Tindale Oliver
Hernando Co, FL	232	Apr-07	516	-	8.02	7a-6p	8.16	-	65.44	Tindale Oliver
Hernando Co, FL	95	Apr-07	256	-	8.08	7a-6p	5.88	-	47.51	Tindale Oliver
Hernando Co, FL	90	Apr-07	338	-	7.13	7a-6p	5.86	-	41.78	Tindale Oliver
Hernando Co, FL	58	Apr-07	153	-	6.16	7a-6p	8.39	-	51.68	Tindale Oliver
Collier Co, FL	74	Mar-08	503	-	12.81	7a-6p	3.05	-	39.07	Tindale Oliver
Collier Co, FL	97	Mar-08	512	-	8.78	7a-6p	11.29	-	99.13	Tindale Oliver
Collier Co, FL	315	Mar-08	1,347	-	6.97	7a-6p	6.55	-	45.65	Tindale Oliver
Collier Co, FL	42	Mar-08	314	-	9.55	7a-6p	10.98	-	104.86	Tindale Oliver
Total Size	10,380	55	13,130				**Average Trip Length:**	**6.83**		
							Weighted Average Trip Length:	**6.62**		

Weighted Average Trip Generation Rate: 7.81

Table A-4

LUC 215: Single Family Attached Housing

Location	Size / Units	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Hernando Co, FL	31	May-96	31	31	6.12	9a-6p	-	-	-	Tindale Oliver
Hernando Co, FL	128	May-96	198	198	6.47	9a-6p	-	-	-	Tindale Oliver
Pasco Co, FL	229	Apr-02	198	198	4.77	9a-6p	-	-	-	Tindale Oliver
Pasco Co, FL	248	Apr-02	353	353	4.24	9a-6p	-	-	-	Tindale Oliver
Total Size	636	4	780				**Average Trip Length:**	**-**		
ITE	2,640	22					**Weighted Average Trip Length:**	**-**		
Blended total	3,276									

Weighted Average Trip Generation Rate: 4.97

ITE Average Trip Generation Rate: 7.20

Blend of FL Studies and ITE Average Trip Generation Rate: 6.77

Table A-5

LUC 220/221/222: Multi-Family/Apartment

Location	Size / Units	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Sarasota Co, FL	212	Jun-93	42	42	5.78	-	5.20	-	30.06	Sarasota County
Sarasota Co, FL	243	Jun-93	36	36	5.84	-	-	-	-	Sarasota County
Marion Co, FL	214	Apr-02	175	175	6.84	-	4.61	-	31.53	Kimley-Horn & Associates
Marion Co, FL	240	Apr-02	174	174	6.96	-	3.43	-	23.87	Kimley-Horn & Associates
Marion Co, FL	288	Apr-02	175	175	5.66	-	5.55	-	31.41	Kimley-Horn & Associates
Marion Co, FL	480	Apr-02	175	175	5.73	-	6.88	-	39.42	Kimley-Horn & Associates
Marion Co, FL	500	Apr-02	170	170	5.46	-	5.94	-	32.43	Kimley-Horn & Associates
Lake Co, FL	250	Dec-06	135	135	6.71	-	5.33	-	35.76	Tindale Oliver
Lake Co, FL	157	Dec-06	265	265	13.97	-	2.62	-	36.60	Tindale Oliver
Lake Co, FL	169	Dec-06	212	-	8.09	-	6.00	-	48.54	Tindale Oliver
Lake Co, FL	226	Dec-06	301	-	6.74	-	2.17	-	14.63	Tindale Oliver
Hernando Co, FL	312	Apr-07	456	-	4.09	-	5.95	-	24.34	Tindale Oliver
Hernando Co, FL	176	Apr-07	332	-	5.38	-	5.24	-	28.19	Tindale Oliver
Total Size	3,467	13	2,648			**Average Trip Length:**	**4.91**			
						Weighted Average Trip Length:	**5.21**			

Table A-6

Land Use 240: Mobile Home Park

Location	Size / Units	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Marion Co, FL	67	Jul-91	22	22	5.40	48hrs.	2.29	-	12.37	Tindale Oliver
Marion Co, FL	82	Jul-91	58	58	10.80	24hr.	3.72	-	40.18	Tindale Oliver
Marion Co, FL	137	Jul-91	22	22	3.10	24hr.	4.88	-	15.13	Tindale Oliver
Sarasota Co, FL	996	Jun-93	181	181	4.19	-	4.40	-	18.44	Sarasota County
Sarasota Co, FL	235	Jun-93	100	100	3.51	-	5.10	-	17.90	Sarasota County
Marion Co, FL	188	Apr-02	147	-	3.51	24hr.	5.48	-	19.23	Kimley-Horn & Associates
Marion Co, FL	227	Apr-02	173	-	2.76	24hr.	8.80	-	24.29	Kimley-Horn & Associates
Marion Co, FL	297	Apr-02	175	-	4.78	24hr.	4.76	-	22.75	Kimley-Horn & Associates
Hernando Co, FL	1,892	May-96	425	425	4.13	9a-6p	4.13	-	17.06	Tindale Oliver
Total Size	4,121	9	1,303			**Average Trip Length:**	**4.84**			
						Weighted Average Trip Length:	**4.60**			

Weighted Average Trip Generation Rate: **4.17**

Table A-7

Land Use 310: Hotel

Location	Size (Rooms)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Pinellas Co, FL	174	Aug-89	134	106	12.50	7-11a/3-7p	6.30	79.0	62.21	Tindale Oliver
Pinellas Co, FL	114	Oct-89	30	14	7.30	12-7p	6.20	47.0	21.27	Tindale Oliver
Orange Co, FL	123	1997	-	-	6.32	-	-	-	-	Orange County
Orange Co, FL	120	1997	-	-	5.27	-	-	-	-	Orange County
Orange Co, FL	146	1997	-	-	7.61	-	-	-	-	Orange County
Orange Co, FL	252	1997	-	-	5.63	-	-	-	-	Orange County
Orange Co, FL	172	1997	-	-	6.36	-	-	-	-	Orange County
Orange Co, FL	170	1997	-	-	6.06	-	-	-	-	Orange County
Orange Co, FL	128	1997	-	-	6.10	-	-	-	-	Orange County
Orange Co, FL	200	1997	-	-	4.56	-	-	-	-	Orange County
Orange Co, FL	112	1998	-	-	2.78	-	-	-	-	Orange County
Orange Co, FL	130	1998	-	-	9.12	-	-	-	-	Orange County
Orange Co, FL	106	1998	-	-	7.34	-	-	-	-	Orange County
Orange Co, FL	98	1998	-	-	7.32	-	-	-	-	Orange County
Orange Co, FL	120	1998	-	-	5.57	-	-	-	-	Orange County
Orange Co, FL	70	1999	-	-	1.85	-	-	-	-	Orange County
Orange Co, FL	123	1999	-	-	4.81	-	-	-	-	Orange County
Orange Co, FL	123	1999	-	-	3.70	-	-	-	-	Orange County
Orange Co, FL	211	2000	-	-	2.23	-	-	-	-	Orange County
Orange Co, FL	144	2000	-	-	7.32	-	-	-	-	Orange County
Orange Co, FL	105	2001	-	-	5.25	-	-	-	-	Orange County
Orange Co, FL	891	2005	-	-	5.69	-	-	-	-	Orange County
Orange Co, FL	1,584	2005	-	-	5.88	-	-	-	-	Orange County
Orange Co, FL	210	2006	-	-	4.88	-	-	-	-	Orange County
Orange Co, FL	1,499	2006	-	-	4.69	-	-	-	-	Orange County
Orange Co, FL	144	-	-	-	4.74	-	-	-	-	Orange County
Orange Co, FL	148	-	-	-	7.61	-	-	-	-	Orange County
Orange Co, FL	160	-	-	-	6.19	-	-	-	-	Orange County
Orange Co, FL	130	-	-	-	4.29	-	-	-	-	Orange County
Orange Co, FL	130	-	-	-	3.40	-	-	-	-	Orange County
Orange Co, FL	144	-	-	-	7.66	-	-	-	-	Orange County
Orange Co, FL	100	-	-	-	7.37	-	-	-	-	Orange County
Orange Co, FL	190	-	-	-	4.71	-	-	-	-	Orange County
Orange Co, FL	1,501	2011	-	-	3.50	-	-	-	-	Tindale Oliver
Orange Co, FL	174	2011	-	-	7.03	-	-	-	-	Tindale Oliver
Orange Co, FL	238	2014	-	-	4.05	-	-	-	-	Tindale Oliver
Total Size	10,184	36	164			**Average Trip Length:**	**6.25**			
ITE	1,036	7				**Weighted Average Trip Length:**	**6.26**			
Blended total	11,220									

Weighted Percent New Trip Average: 66.3

Weighted Average Trip Generation Rate: 5.31

ITE Average Trip Generation Rate: 7.99

Blend of FL Studies and ITE Average Trip Generation Rate: **5.56**

Table A-8

Land Use 320: Motel

Location	Size (Rooms)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Pinellas Co, FL	48	Oct-89	46	24	-	10a-2p	2.80	65.0	-	Tindale Oliver
Pinellas Co, FL	54	Oct-89	32	22	-	12p-7p	3.80	69.0	-	Tindale Oliver
Pinellas Co, FL	120	Oct-89	26	22	-	2p-7p	5.20	84.6	-	Tindale Oliver
Total Size	222	3	104			**Average Trip Length:**	**3.93**			
ITE	654	6				**Weighted Average Trip Length:**	**4.34**			
						Weighted Percent New Trip Average:		76.6		

Table A-9

Land Use 445: Movie Theater

Location	Size (1,000 sf)	Date	Total # Interviews	Trip Length Intervie	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Pinellas Co, FL	24.7	Oct-89	151	116	113.10	2p-8p	2.70	77.0	235.13	Tindale Oliver
Pinellas Co, FL	34.0	Sep-89	122	116	63.40	2p-8p	1.90	95.0	114.44	Tindale Oliver
Total Size	58.7	2	273			**Average Trip Length:**	**2.30**			
ITE	28.0	1				**Weighted Average Trip Length:**	**2.24**			
Blended total	86.7					Weighted Percent New Trip Average:		87.4		
								Weighted Average Trip Generation Rate:		84.31
								ITE Average Trip Generation Rate:		78.09
								Blend of FL Studies and ITE Average Trip Generation Rate:		**82.30**

Table A-10

Land Use 565: Day Care Center

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Pinellas Co, FL	5.6	Aug-89	94	66	66.99	7a-6p	1.90	70.0	89.10	Tindale Oliver
Pinellas Co, FL	10.0	Sep-89	179	134	66.99	7a-6p	2.10	75.0	105.51	Tindale Oliver
Tampa, FL	-	Mar-86	28	25	-	-	2.60	89.0	-	Kimley-Horn & Associates
Total Size	15.6	3	301			**Average Trip Length:**	**2.20**			
ITE	135.0	27				**Weighted Average Trip Length:**	**2.03**			
Blended total	150.6					Weighted Percent New Trip Average:		73.2		
								Weighted Average Trip Generation Rate:		66.99
								ITE Average Trip Generation Rate:		47.62
								Blend of FL Studies and ITE Average Trip Generation Rate:		**49.63**

Table A-11

Land Use 620: Nursing Home

Location	Size (Beds)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Lakeland, FL	120	Mar-90	74	66	2.86	11a-4p	2.59	89.0	6.59	Tindale Oliver
Total Size	120	1	74			**Average Trip Length:**	**2.59**			
ITE	480	3				**Weighted Average Trip Length:**	**2.59**			
Blended total	600					Weighted Percent New Trip Average:		89.0		

Table A-12

Land Use 710: General Office Building

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Sarasota Co, FL	14.3	Jun-93	14	14	46.85	-	11.30	-	529.41	Sarasota County
Gwinnett Co, GA	98.0	Dec-92	-	-	4.30	-	5.40	-	-	Street Smarts
Gwinnett Co, GA	180.0	Dec-92	-	-	3.60	-	5.90	-	-	Street Smarts
Pinellas Co, FL	187.0	Oct-89	431	388	18.49	7a-5p	6.30	90.0	104.84	Tindale Oliver
St. Petersburg, FL	262.8	Sep-89	291	274	-	7a-5p	3.40	94.0	-	Tindale Oliver
		5	736			**Average Trip Length:**	**6.46**			
						Weighted Average Trip Length:	**5.15**			
						Weighted Percent New Trip Average:		92.3		

Table A-13

LUC 720: Small Medical/Dental Office Building: 10,000 sf or Less

Site	Size (1,000 sf)	Tues., Jan 11		Wedn., Jan 12		Thur., Jan 13		TOTAL		AVERAGE		AVERAGE (per 1,000 sf)		
		IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	TOTAL
Site 1	2.100	35	35	22	22	13	13	70	70	23.33	23.33	**11.11**	**11.11**	**22.22**
Site 2	3.000	40	40	52	52	53	53	145	145	48.33	48.33	**16.11**	**16.11**	**32.22**
Site 3	2.000	28	28	19	21	24	26	71	75	23.67	25.00	**11.84**	**12.50**	**24.34**
Site 4	1.000	30	30	52	52	57	57	139	139	46.33	46.33	**46.33**	**46.33**	**92.66**
Site 5	3.024	31	32	43	43	24	24	98	99	32.67	33.00	**10.80**	**10.91**	**21.71**
Site 6	1.860	22	24	19	17	11	11	52	52	17.33	17.33	**9.32**	**9.32**	**18.64**
Average												**17.59**	**17.71**	**35.30**
Average (excluding Site 4)												**11.84**	**11.99**	**23.83**

Table A-14

Land Use 720: Medical/Dental Office Building

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Tampa, FL	-	Mar-86	33	26	-	-	6.00	79.0	-	Kimley-Horn & Associates
Palm Harbor, FL	14.6	Oct-89	104	76	33.98	9a-5p	6.30	73.0	156.27	Tindale Oliver
St. Petersburg, FL	-	Nov-89	34	30	57.20	9a-4p	1.20	88.0	-	Tindale Oliver
Hernando Co, FL	58.4	May-96	390	349	28.52	9a-6p	6.47	89.5	165.09	Tindale Oliver
Hernando Co, FL	28.0	May-96	202	189	49.75	9a-6p	6.06	93.8	282.64	Tindale Oliver
Charlotte Co, FL	11.0	Oct-97	-	186	49.50	9a-5p	4.60	92.1	209.67	Tindale Oliver
Charlotte Co, FL	28.0	Oct-97	-	186	31.00	9a-5p	3.60	81.6	91.04	Tindale Oliver
Charlotte Co, FL	30.4	Oct-97	-	324	39.80	9a-5p	3.30	83.5	109.68	Tindale Oliver
Citrus Co, FL	38.9	Oct-03	-	168	32.26	8-6p	6.80	97.1	213.03	Tindale Oliver
Citrus Co, FL	10.0	Nov-03	-	340	40.56	8-630p	6.20	92.4	232.33	Tindale Oliver
Citrus Co, FL	5.3	Dec-03	-	20	29.36	8-5p	5.25	95.2	146.78	Tindale Oliver
Orange Co, FL	50.6	2009	-	-	26.72	-	-	-	-	Orange County
Orange Co, FL	23.5	2010	-	-	16.58	-	-	-	-	Tindale Oliver
			13	763			**Average Trip Length:**	**5.07**		
							Weighted Average Trip Length:	**5.55**		

Weighted Percent New Trip Average: 88.9

Average Trip Generation Rate: 32.59

ITE Average Trip Generation Rate: 36.00

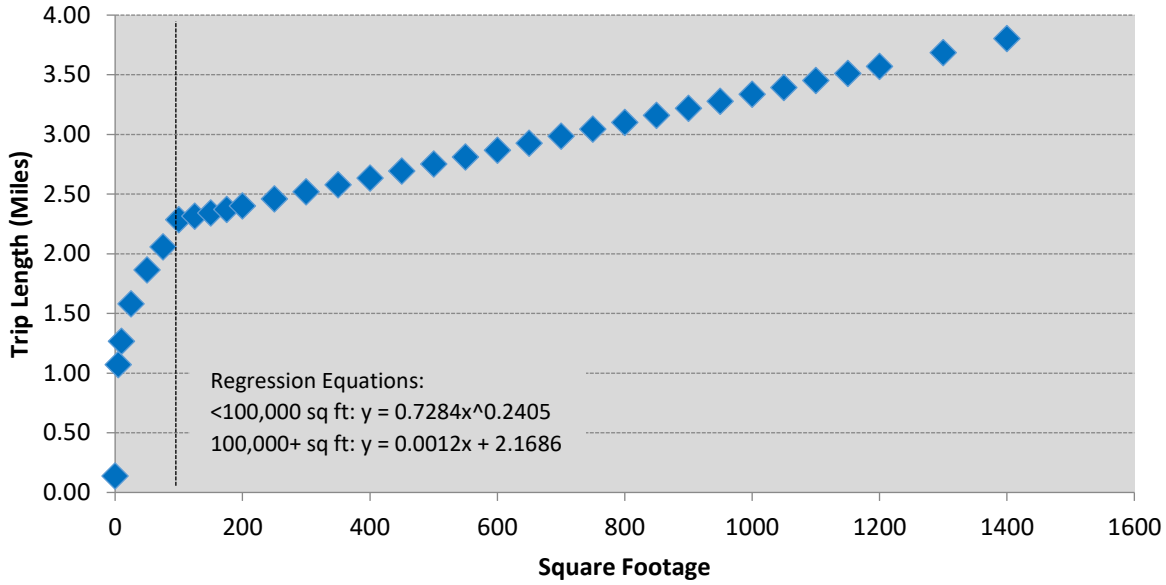
Blend of FL Studies and ITE Average Trip Generation Rate: 34.21

Table A-15

Land Use 820/821/822: Retail/Shopping Center

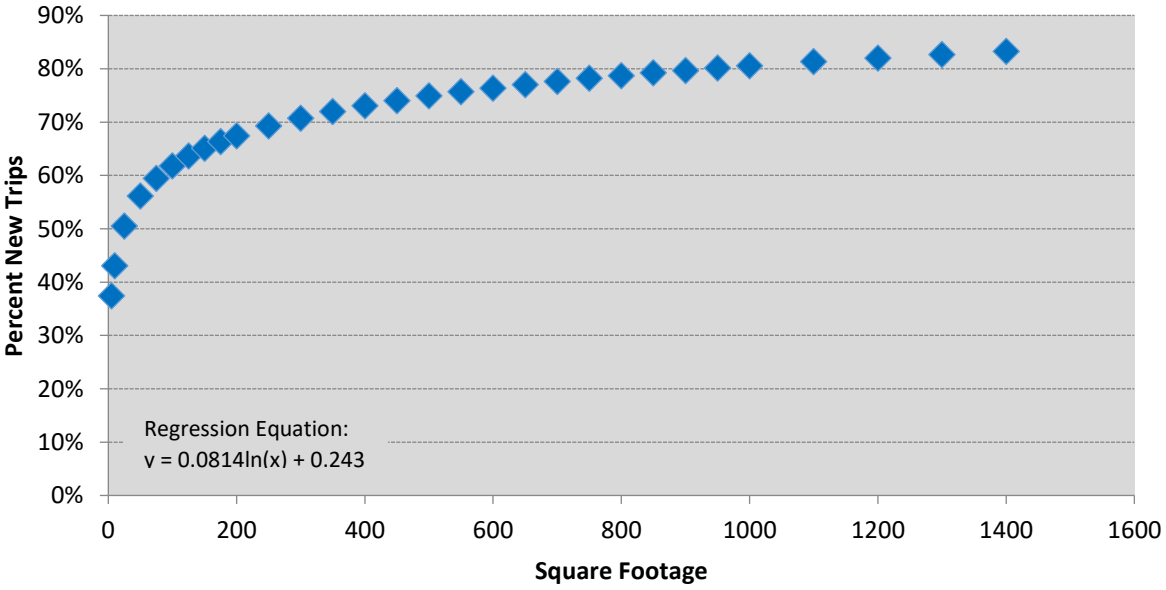
Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Tampa, FL	-	Mar-86	527	348	-	-	-	66.0	-	Kimley-Horn & Associates
Tampa, FL	-	Mar-86	170	-	-	-	1.70	-	-	Kimley-Horn & Associates
Tampa, FL	-	Mar-86	354	269	-	-	-	76.0	-	Kimley-Horn & Associates
Tampa, FL	-	Mar-86	144	-	-	-	2.50	-	-	Kimley-Horn & Associates
St. Petersburg, FL	1,192.0	Aug-89	384	298	-	11a-7p	3.60	78.0	-	Tindale Oliver
St. Petersburg, FL	132.3	Sep-89	400	368	77.00	10a-7p	1.80	92.0	127.51	Tindale Oliver
Largo, FL	425.0	Aug-89	160	120	26.73	10a-6p	2.30	75.0	46.11	Tindale Oliver
Dunedin, FL	80.5	Sep-89	276	210	81.48	9a-5p	1.40	76.0	86.69	Tindale Oliver
Pinellas Park, FL	696.0	Sep-89	485	388	-	9a-6p	3.20	80.0	-	Tindale Oliver
Seminole, FL	425.0	Oct-89	674	586	-	-	-	87.0	-	Tindale Oliver
Hillsborough Co, FL	134.0	Jul-91	-	-	-	-	1.30	74.0	-	Tindale Oliver
Hillsborough Co, FL	151.0	Jul-91	-	-	-	-	1.30	73.0	-	Tindale Oliver
Collier Co, FL	-	Aug-91	68	64	-	-	3.33	94.1	-	Tindale Oliver
Collier Co, FL	-	Aug-91	208	154	-	-	2.64	74.0	-	Tindale Oliver
Sarasota/Bradenton, FL	109.0	Sep-92	300	185	-	12a-6p	-	61.6	-	King Engineering Associates, Inc.
Ocala, FL	133.4	Sep-92	300	192	-	12a-6p	-	64.0	-	King Engineering Associates, Inc.
Sarasota Co, FL	110.0	Jun-93	58	58	122.14	-	3.20	-	-	Sarasota County
Sarasota Co, FL	146.1	Jun-93	65	65	51.53	-	2.80	-	-	Sarasota County
Sarasota Co, FL	157.5	Jun-93	57	57	79.79	-	3.40	-	-	Sarasota County
Sarasota Co, FL	191.0	Jun-93	62	62	66.79	-	5.90	-	-	Sarasota County
Hernando Co, FL	107.8	May-96	608	331	77.60	9a-6p	4.68	54.5	197.85	Tindale Oliver
Charlotte Co, FL	88.0	Oct-97	-	-	73.50	9a-5p	1.80	57.1	75.56	Tindale Oliver
Charlotte Co, FL	191.9	Oct-97	-	-	72.00	9a-5p	2.40	50.9	87.97	Tindale Oliver
Charlotte Co, FL	51.3	Oct-97	-	-	43.00	9a-5p	2.70	51.8	60.08	Tindale Oliver
Lake Co, FL	67.8	Apr-01	246	177	102.60	-	3.40	71.2	248.37	Tindale Oliver
Lake Co, FL	72.3	Apr-01	444	376	65.30	-	4.50	59.0	173.37	Tindale Oliver
Pasco Co, FL	65.6	Apr-02	222	-	145.64	9a-5p	1.46	46.9	99.62	Tindale Oliver
Pasco Co, FL	75.8	Apr-02	134	-	38.23	9a-5p	2.36	58.2	52.52	Tindale Oliver
Citrus Co, FL	185.0	Oct-03	-	784	55.84	8a-6p	2.40	88.1	118.05	Tindale Oliver
Citrus Co, FL	91.3	Nov-03	-	390	54.50	8a-6p	1.60	88.0	76.77	Tindale Oliver
			30	6,346			**Average Trip Length:**	**2.71**		

Figure A-1
LUC 820: Retail/Shopping Center – Florida Curve Trip Length Regression



Source: Regression analysis based on FL Studies data for LUC 820. This curve, along with the average development size presented in the ITE 11th Edition Handbook, was used to estimate the trip length for retail uses

Figure A-2
LUC 820: Retail/Shopping Center – Florida Curve Percent New Trips Regression



Source: Regression analysis based on FL Studies data for LUC 820. This curve, along with the average development size presented in the ITE 11th Edition Handbook, was used to estimate the percent new trips for retail uses

Table A-16

Land Use 840/841: New/Used Automobile Sales

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
St.Petersburg, FL	43.0	Oct-89	152	120	-	9a-5p	4.70	79.0	-	Tindale Oliver
Clearwater, FL	43.0	Oct-89	136	106	29.40	9a-5p	4.50	78.0	103.19	Tindale Oliver
Orange Co, FL	13.8	1997	-	-	35.75	-	-	-	-	Orange County
Orange Co, FL	34.4	1998	-	-	23.45	-	-	-	-	Orange County
Orange Co, FL	66.3	2001	-	-	28.50	-	-	-	-	Orange County
Orange Co, FL	39.1	2002	-	-	10.48	-	-	-	-	Orange County
Orange Co, FL	116.7	2003	-	-	22.18	-	-	-	-	Orange County
Orange Co, FL	51.7	2007	-	-	40.34	-	-	-	-	L-TEC
Orange Co, FL	36.6	-	-	-	15.17	-	-	-	-	Orange County
Orange Co, FL	216.4	2008	-	-	13.45	-	-	-	-	Orange County
Total Size	618.0	10	288				**Average Trip Length:**	**4.60**		
ITE (840)	648.0	18					**Weighted Average Trip Length:**	**4.60**		
ITE (841)	28.0	14					Weighted Percent New Trip Average:	78.5		
Blended total	1,294.0									

Weighted Average Trip Generation Rate:	21.04
ITE Average Trip Generation Rate (LUC 840):	27.84
ITE Average Trip Generation Rate (LUC 841):	27.06
Blend of FL Studies and ITE Average Trip Generation Rate:	**24.58**

Table A-17

Land Use 850: Supermarket

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Palm Harbor, FL	62.0	Aug-89	163	62	106.26	9a-4p	2.08	56.0	123.77	Tindale Oliver
Total Size	62.0	1	163				**Average Trip Length:**	**2.08**		
ITE	1,144.0	22					**Weighted Average Trip Length:**	**2.08**		
Blended total	1,206.0						Weighted Percent New Trip Average:	56.0		

Weighted Average Trip Generation Rate:	106.26
ITE Average Trip Generation Rate:	93.84
Blend of FL Studies and ITE Average Trip Generation Rate:	**94.48**

Table A-18

Land Use 880/881: Pharmacy with and without Drive-Through Window

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Pasco Co, FL	11.1	Apr-02	138	38	88.97	-	2.05	27.5	50.23	Tindale Oliver
Pasco Co, FL	12.0	Apr-02	212	90	122.16	-	2.04	42.5	105.79	Tindale Oliver
Pasco Co, FL	15.1	Apr-02	1192	54	97.96	-	2.13	28.1	58.69	Tindale Oliver
Total Size	38.2	3	1,542				**Average Trip Length:**	**2.07**		
ITE (LUC 880)	66.0	6					**Weighted Average Trip Length:**	**2.08**		
ITE (LUC 881)	208.0	16					Weighted Percent New Trip Average:	32.4		
Blended total	312.2									

Average Trip Generation Rate:	103.03
ITE Average Trip Generation Rate (LUC 880):	90.08
ITE Average Trip Generation Rate (LUC 881):	108.40
Blend of FL Studies and ITE Average Trip Generation Rate:	**103.86**

Table A-19

Land Use 890: Furniture Store

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Largo, FL	15.0	7/28-30/92	64	34	-	-	4.63	52.5	-	Tindale Oliver
Tampa, FL	16.9	Jul-92	68	39	-	-	7.38	55.7	-	Tindale Oliver
Total Size	31.90	2	132				**Average Trip Length:**	**6.01**		
ITE	779.0	19					**Weighted Average Trip Length:**	**6.09**		
Blended total	810.90						Weighted Percent New Trip Average:	54.2		

Table A-20

Land Use 912: Bank/Savings w/Drive-Thru

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Tampa, FL	-	Mar-86	77	-	-	-	2.40	-	-	Kimley-Horn & Associates
Tampa, FL	-	Mar-86	211	-	-	-	-	54.0	-	Kimley-Horn & Associates
Clearwater, FL	0.4	Aug-89	113	52	-	9a-6p	5.20	46.0	-	Tindale Oliver
Largo, FL	2.0	Sep-89	129	94	-	-	1.60	73.0	-	Tindale Oliver
Seminole, FL	4.5	Oct-89	-	-	-	-	-	-	-	Tindale Oliver
Marion Co, FL	2.3	Jun-91	69	29	-	24hr.	1.33	42.0	-	Tindale Oliver
Marion Co, FL	3.1	Jun-91	47	32	-	24hr.	1.75	68.1	-	Tindale Oliver
Marion Co, FL	2.5	Jul-91	57	26	-	48hrs.	2.70	45.6	-	Tindale Oliver
Collier Co, FL	-	Aug-91	162	96	-	24hr.	0.88	59.3	-	Tindale Oliver
Collier Co, FL	-	Aug-91	116	54	-	-	1.58	46.6	-	Tindale Oliver
Collier Co, FL	-	Aug-91	142	68	-	-	2.08	47.9	-	Tindale Oliver
Hernando Co, FL	5.4	May-96	164	41	-	9a-6p	2.77	24.7	-	Tindale Oliver
Marion Co, FL	2.4	Apr-02	70	-	-	24hr.	3.55	54.6	-	Kimley-Horn & Associates
Marion Co, FL	2.7	May-02	50	-	246.66	24hr.	2.66	40.5	265.44	Kimley-Horn & Associates
Total Size	25.2	14	1,407				**Average Trip Length:**	**2.38**		
ITE	114.0	19					**Weighted Average Trip Length:**	**2.46**		
Blended total	139.2						Weighted Percent New Trip Average:	46.2		
	116.7									

Weighted Average Trip Generation Rate:	246.66
ITE Average Trip Generation Rate:	100.35
Blend of FL Studies and ITE Average Trip Generation Rate:	**103.73**

Table A-21

Land Use 931: Fine Dining Restaurant

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Tampa, FL	-	Mar-86	76	62	-	-	2.10	82.0	-	Kimley-Horn & Associates
St. Petersburg, FL	7.5	Oct-89	177	154	-	11a-2p/4-8p	3.50	87.0	-	Tindale Oliver
Clearwater, FL	8.0	Oct-89	60	40	110.63	10a-2p/5-9p	2.80	67.0	207.54	Tindale Oliver
Total Size	15.5	3	313				**Average Trip Length:**	**2.80**		
ITE	90.0	10					**Weighted Average Trip Length:**	**3.14**		
Blended total	105.5						Weighted Percent New Trip Average:	76.7		
	98.0							Weighted Average Trip Generation Rate:		110.63
								ITE Average Trip Generation Rate:		83.84
								Blend of FL Studies and ITE Average Trip Generation Rate:		**86.03**

Table A-22

Land Use 934: Fast Food Restaurant with Drive-Through Window

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Tampa, FL	-	Mar-86	61	-	-	-	2.70	-	-	Kimley-Horn & Associates
Tampa, FL	-	Mar-86	306	-	-	-	-	65.0	-	Kimley-Horn & Associates
Pinellas Co, FL	2.20	Aug-89	81	48	502.80	11a-2p	1.70	59.0	504.31	Tindale Oliver
Pinellas Co, FL	4.30	Oct-89	456	260	660.40	1 day	2.30	57.0	865.78	Tindale Oliver
Tarpon Springs, FL	-	Oct-89	233	114	-	7a-7p	3.60	49.0	-	Tindale Oliver
Marion Co, FL	1.60	Jun-91	60	32	962.50	48hrs.	0.91	53.3	466.84	Tindale Oliver
Marion Co, FL	4.00	Jun-91	75	46	625.00	48hrs.	1.54	61.3	590.01	Tindale Oliver
Collier Co, FL	-	Aug-91	66	44	-	-	1.91	66.7	-	Tindale Oliver
Collier Co, FL	-	Aug-91	118	40	-	-	1.17	33.9	-	Tindale Oliver
Hernando Co, FL	5.43	May-96	136	82	311.83	9a-6p	1.68	60.2	315.27	Tindale Oliver
Hernando Co, FL	3.13	May-96	168	82	547.34	9a-6p	1.59	48.8	425.04	Tindale Oliver
Orange Co, FL	8.93	1996	-	-	377.00	-	-	-	-	Orange County
Lake Co, FL	2.20	Apr-01	376	252	934.30	-	2.50	74.6	1742.47	Tindale Oliver
Lake Co, FL	3.20	Apr-01	171	182	654.90	-	-	47.8	-	Tindale Oliver
Lake Co, FL	3.80	Apr-01	188	137	353.70	-	3.30	70.8	826.38	Tindale Oliver
Pasco Co, FL	2.66	Apr-02	100	46	283.12	9a-6p	-	46.0	-	Tindale Oliver
Pasco Co, FL	2.96	Apr-02	486	164	515.32	9a-6p	2.72	33.7	472.92	Tindale Oliver
Pasco Co, FL	4.42	Apr-02	168	120	759.24	9a-6p	1.89	71.4	1024.99	Tindale Oliver
Total Size	48.8	18	4,463				**Average Trip Length:**	**2.11**		
ITE	213.0	71					**Weighted Average Trip Length:**	**2.05**		
Blended total	261.8						Weighted Percent New Trip Average:	57.9		
	34.0							Weighted Average Trip Generation Rate:		530.19
								ITE Average Trip Generation Rate:		467.48
								Blend of FL Studies and ITE Average Trip Generation Rate:		**479.17**

Table A-23

Land Use 942: Automobile Care Center

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Largo, FL	5.5	Sep-89	34	30	37.64	9a-5p	2.40	88.0	79.50	Tindale Oliver
Jacksonville, FL	2.3	2/3-4/90	124	94	-	9a-5p	3.07	76.0	-	Tindale Oliver
Jacksonville, FL	2.3	2/3-4/90	110	74	-	9a-5p	2.96	67.0	-	Tindale Oliver
Jacksonville, FL	2.4	2/3-4/90	132	87	-	9a-5p	2.32	66.0	-	Tindale Oliver
Lakeland, FL	5.2	Mar-90	24	14	-	9a-4p	1.36	59.0	-	Tindale Oliver
Lakeland, FL	-	Mar-90	54	42	-	9a-4p	2.44	78.0	-	Tindale Oliver
Orange Co, FL	25.0	Nov-92	41	39	-	2-6p	4.60	-	-	LCE, Inc.
Orange Co, FL	36.6	-	-	-	15.17	-	-	-	-	Orange County
Orange Co, FL	7.0	-	-	-	46.43	-	-	-	-	Orange County
Total Size	86.2	9	519				**Average Trip Length:**	**2.74**		
ITE	102.0	6					**Weighted Average Trip Length:**	**3.62**		
Blended total	188.2						Weighted Percent New Trip Average:	72.2		

Table A-24

Land Use 944: Gasoline/Service Station

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Largo, FL	0.6	Nov-89	70	14	-	8am-5pm	1.90	23.0	-	Tindale Oliver
Collier Co, FL	-	Aug-91	168	40	-	-	1.01	23.8	-	Tindale Oliver
Total Size	0.6	1	238				**Average Trip Length:**	**1.46**		
ITE (vfp)	144.0	18					**Weighted Average Trip Length:**	**1.90**		
							Weighted Percent New Trip Average:	23.0		

Convenience Store/Gas Station (ITE LUC 945) - Mid-Size Blend

ITE	48	Conv. Store 2,000 to 3,999 sf:		265.12
ITE	5	Conv. Store 4,000 to 5,499 sf:		257.13
	53	**Blend of ITE Average Trip Generation Rates for Convenience Store/Gas Station 2,000 to 5,499 sf:**		**264.38**

Appendix B
Cost Component

Appendix B: Cost Component

This appendix presents the detailed calculations for the cost component of the multi-modal transportation impact fee update. Supporting data and estimates are provided for all cost variables, including:

- Design
- Right-of-Way
- Construction
- Construction Engineering & Inspection
- Roadway Capacity
- Transit Capital Costs

Urban-Design vs. Rural-Design

Due to limited construction data for roadways with rural-design (open drainage) characteristics, the cost per lane mile for these types of roads was calculated using an adjustment factor. This factor was based on the rural-to-urban (curb & gutter) cost ratio from the most recent District 7 Long Range Estimates (LRE) provided by FDOT[3]. As shown in **Table B-1**, the costs for rural-design roadway capacity expansion (new road construction or lane addition) are approximately **73 percent** of the construction costs for urban-design roadway improvements.

Table B-1

Urban/Rural-Design Cost Factor

Improvement	Construction Cost per Lane Mile		
	Open Drainage Rural Design	Curb & Gutter Urban Design	Ratio
0-2 Lanes	$4,811,069	$7,492,440	64%
0-4 Lanes	$3,925,297	$5,235,679	75%
0-6 Lanes	$3,340,793	$4,244,073	79%
2-4 Lanes	$5,660,879	$7,333,052	77%
4-6 Lanes	$5,909,730	$7,926,966	75%
Average	**$4,729,553**	**$6,446,442**	**73%**

Source: FDOT District 7 Long Range Estimates, 2023

[3] This data was not available for FDOT District 5

Design

City/County Roadways

The design cost factor for city/county roads is estimated as a percentage of the construction cost per lane mile. This factor is determined based on a review of design-to-construction cost ratios from local Volusia County improvements and from other jurisdictions throughout Florida. As shown in **Table B-2**, the design factors ranged from six (6) percent to 21 percent with a weighted average of eight (8) percent. As shown in **Table B-3**, the design factors for other jurisdictions ranged from six (6) percent to 14 percent with a weighted average of 11 percent. For purposes of this study, the design cost for city/county roads is estimated at **eight (8) percent** of the construction cost per lane mile.

Table B-2

Design Cost Factor for City/County Roads – Volusia County

Description	From	To	Year	Design	Construction Cost	Design-to-Constr. Ratio
Williamson Blvd	LPGA Blvd	Strickland Range Rd	2019	$305,755	$4,951,165	6%
Howland Blvd	Providence Blvd	Elkcam Blvd	2020	$1,072,620	$11,290,456	10%
Orange Camp Blvd	MLK Blvd	I-4	2020	$909,870	$8,741,920	10%
10th St	Myrtle Ave	US-1	2020	$610,908	$9,456,399	6%
Blue Lake Ave Ext.	Blue Lake Ave	SR 472	2024	$339,889	$1,605,000	21%
Williamson Blvd	Strickland Range Rd	Hand Ave	2024	$232,745	$7,000,000	3%
Total				**$3,471,787**	**$43,044,940**	**8%**

Source: Volusia County

Table B-3

Design Cost Factor for City/County Roads – Other Florida Jurisdictions

Year	County	County Roadways (Cost per Lane Mile)		
		Design	Constr.	Design Ratio
2014	Indian River	$159,000	$1,598,000	10%
2015	Collier	$270,000	$2,700,000	10%
2015	Brevard	$242,000	$2,023,000	12%
2015	Sumter	$210,000	$2,100,000	10%
2015	Marion	$167,000	$2,668,000	6%
2015	Palm Beach	$224,000	$1,759,000	13%
2017	St. Lucie	$220,000	$2,200,000	10%
2017	Clay	$239,000	$2,385,000	10%
2019	Collier	$385,000	$3,500,000	11%
2019	Sumter	$315,000	$2,862,000	11%
2020	Indian River	$291,000	$2,647,000	11%
2020	Hillsborough	$484,000	$4,036,000	12%
2020	Hernando	$232,000	$2,108,000	11%
2021	Manatee	$308,000	$2,800,000	11%
2021	Flagler	$258,000	$2,582,000	10%
2022	Lake	$215,000	$2,145,000	10%
2022	Volusia	$188,000	$2,350,000	8%
2023	Manatee	$546,000	$3,900,000	14%
2023	Marion	$264,000	$2,400,000	11%
2023	Hendry	$220,000	$2,000,000	11%
Average		**$272,000**	**$2,538,000**	**11%**

Source: Each respective County

Right-of-Way

The ROW cost reflects the total cost of the acquisitions along a corridor that was necessary to have sufficient cross-section width to widen an existing road or, in the case of new road construction, build a new road.

City/County Roadways

For multi-modal fee purposes, the ROW cost for city/county roads is estimated as a percentage of the construction cost per lane mile. To determine the ROW cost factor, Benesch conducted a review of recent local ROW costs and ROW-to-construction cost ratios from other counties in Florida. As shown in **Table B-4**, the local ROW-to-construction cost ratios ranged from zero to 34 percent with a weighted average ratio of approximately 12 percent. As shown in **Table B-5**, the ROW-to-construction factor for other jurisdictions in Florida ranged from 10 percent to 60 percent with an average of 35 percent.

Based on a review of these data sets, ROW costs were estimated at approximately **20 percent** of the construction costs.

Table B-4

Right-of-Way Cost Factor for City/County Roads – Volusia County

Description	From	To	Year	ROW	Construction Cost	ROW-to-Constr. Ratio
Williamson Blvd	LPGA Blvd	Strickland Range Rd	2019	$0	$4,951,165	0%
Howland Blvd	Providence Blvd	Elkcam Blvd	2020	$667,985	$11,290,456	6%
Orange Camp Blvd	MLK Blvd	I-4	2020	$857,747	$8,741,920	10%
10th St	Myrtle Ave	US-1	2020	$1,191,739	$9,456,399	13%
Blue Lake Ave Ext.	Blue Lake Ave	SR 472	2024	$550,000	$1,605,000	34%
Williamson Blvd	Strickland Range Rd	Hand Ave	2024	$2,000,000	$7,000,000	29%
Total				**$5,267,471**	**$43,044,940**	**12%**

Source: Volusia County

Table B-5

Right-of-Way Cost Factor for City/County Roads – Other Florida Jurisdictions

Year	County	County Roadways (Cost per Lane Mile)		
		ROW	Constr.	ROW Ratio
2014	Indian River	$656,000	$1,598,000	41%
2015	Collier	$863,000	$2,700,000	32%
2015	Brevard	$708,000	$2,023,000	35%
2015	Sumter	$945,000	$2,100,000	45%
2015	Marion	$1,001,000	$1,668,000	60%
2015	Palm Beach	$721,000	$1,759,000	41%
2017	St. Lucie	$990,000	$2,200,000	45%
2017	Clay	$954,000	$2,385,000	40%
2018	Collier	$1,208,000	$3,500,000	35%
2019	Sumter	$1,202,000	$2,862,000	42%
2020	Indian River	$529,000	$2,647,000	20%
2020	Hillsborough	$1,448,000	$2,897,000	50%
2020	Hernando	$844,000	$2,108,000	40%
2021	Manatee	$1,120,000	$2,800,000	40%
2021	Flagler	$258,000	$2,582,000	10%
2022	Lake	$1,073,000	$2,145,000	50%
2022	Volusia	$470,000	$2,350,000	20%
2023	Manatee	$741,000	$3,900,000	19%
2023	Marion	$840,000	$2,400,000	35%
2023	Hendry	$400,000	$2,000,000	20%
Average		**$849,000**	**$2,431,000**	**35%**

Source: Each respective County

Construction

City/County Roadways

A review of construction cost data for local city/county roadway capacity expansion projects included eight (8) recent improvements identified in Volusia County, as shown in **Table B-6**. The cost of improvements ranged from $2.0 million per lane mile to $6.7 million per lane mile with a weighted average construction cost of approximately $2.7 million per lane mile.

In addition to local data, a review of recently bid projects (from 2014 to 2023) throughout the state of Florida was conducted. As shown in **Table B-7**, a total of 48 projects from 16 different counties (including Volusia) were identified with a weighted average cost of approximately $3.55 million per lane mile (all improvements have urban-design characteristics). From this dataset, the counties that are more suburban/rural in nature (similar to Volusia County) were separated. This subset of suburban/rural counties had a weighted average construction cost of $3.1 million per lane mile (including Volusia County).

Construction Indexing Analysis

In addition to the review of local and statewide roadway construction improvements, several cost indices were reviewed, including:

- Producer Price Index (PPI) for Highway & Street Construction
- FDOT District 7 Long Range Estimates (LRE)
- National Highway Construction Cost Index

This review focused on the construction cost increases over the last four years (2020 to 2023), where many jurisdictions in Florida experienced a significant increase in roadway construction costs. These indices ranged from a 41 percent increase to a 80 percent increase, with an average of approximately **59 percent**. A conservative approach was taken when estimating costs for the multi-modal transportation impact fee calculation, considering a longer timeframe and not just the recent run-up.

Based on this review, the construction cost for city/county roads (urban design; curb & gutter) was estimated at **$3.1 million** per lane mile for use in the multi-modal transportation impact fee calculation.

Table B-6

Construction Cost – County Roadway Improvements in Volusia County

Description	From	To	Year	Feature	Length	Lanes Added	Lane Miles Added	Construction Cost	Constr. Cost per Lane Mile
Howland Blvd	Courtland Blvd	N. of SR 415	2014	2 to 4	2.08	2	4.16	$11,110,480	$2,671,000
LPGA Blvd	Jimmy Ann Dr/Grand Reserve	Derbyshire Rd	2016	2 to 4	0.68	2	1.36	$3,758,279	$2,763,000
Williamson Blvd	LPGA Blvd	Strickland Range Rd	2019	2R to 4U	0.93	2	1.86	$4,951,165	$2,662,000
Howland Blvd	Providence Blvd	Elkcam Blvd	2020	2R to 4U	2.38	2	4.76	$11,290,456	$2,372,000
Orange Camp Blvd	MLK Blvd	I-4	2020	2R to 4U	2.23	2	4.46	$8,741,920	$1,960,000
10th St	Myrtle Ave	US-1	2020	2R to 4U	0.47	2/4	1.42	$9,456,399	$6,659,000
Blue Lake Ave Ext.	Blue Lake Ave	SR 472	2024	0 to 2	0.35	2	0.70	$1,605,000	$2,293,000
Williamson Blvd	Strickland Range Rd	Hand Ave	2024	2 to 4	1.39	2	2.78	$7,000,000	$2,518,000
Total							**21.50**	**$57,913,699**	**$2,694,000**

Source: Volusia County

Table B-7

Construction Cost for County Roads – Volusia County and Other Florida Counties

County	County Classification	District	Description	From	To	Year	Feature	Design	Length	Lanes Added	Lane Miles Added	Construction Cost	Construction Cost per Lane Mile
URBAN Counties; Curb & Gutter													
Orange	Urban	5	CR 535 Seg. F	Overstreet Rd	Fossick Rd	2014	2 to 4	Curb & Gutter	0.60	2	1.20	$3,263,746	$2,719,788
Hillsborough	Urban	7	Boyette Rd, Ph. III	Donneymoor Dr	Bell Shoals Rd	2014	2 to 4	Curb & Gutter	1.84	2	3.68	$25,720,068	$6,989,149
Orange	Urban	5	International Dr	Westwood Blvd	Westwood Blvd	2015	4 to 6	Curb & Gutter	2.20	2	4.40	$16,775,875	$3,812,699
Orange	Urban	5	Reams Rd	Delmar Ave	Taborfield Ave	2017	2 to 4	Curb & Gutter	0.36	2	0.72	$3,409,584	$4,735,533
Orange	Urban	5	Destination Pkwy 1B/2A	Tradeshow Blvd	Lake Cay	2017	2 to 4	Curb & Gutter	0.78	2	1.56	$6,110,403	$3,916,925
Hillsborough	Urban	7	Bruce B. Downs Blvd, Seg. A	Bearss Ave	Palm Springs Blvd	2017	4 to 8	Curb & Gutter	3.56	4	14.24	$37,155,153	$2,609,210
Hillsborough	Urban	7	Bruce B. Downs Blvd, Seg. D	Pebble Creek Dr	Pasco Co. Line	2018	4 to 8	Curb & Gutter	1.36	4	5.44	$17,755,778	$3,263,930
Hillsborough	Urban	7	CR 580 (Sam Allen Rd)	SR 39A (Paul Buchman Hwy)	Park Rd	2018	2 to 4	Curb & Gutter	2.00	2	4.00	$23,200,000	$5,800,000
Palm Beach	Urban	4	Roebuck Rd	Jog Rd	Haverhill Rd	2018	2 to 5	Curb & Gutter	1.03	3	3.10	$5,154,028	$1,662,590
Palm Beach	Urban	4	Lyons Rd	Clint Moore Rd	N of LWDD L-39 Canal	2018	2 to 4	Curb & Gutter	0.70	2	1.40	$3,163,022	$2,259,301
Orange	Urban	5	Holden Ave	John Young Pkwy	Orange Blossom Tr	2019	0/2 to 4	Curb & Gutter	1.24	2/4	3.50	$18,798,771	$5,371,077
Orange	Urban	5	Boggy Creek Rd N	South Access Rd	Wetherbee Rd	2019	2 to 4	Curb & Gutter	1.29	2	2.58	$8,585,774	$3,327,819
Palm Beach	Urban	4	Hood Rd	E. of FL Turnpike	W. of Central Blvd	2019	2 to 4	Curb & Gutter	0.95	2	1.90	$12,686,954	$6,677,344
Palm Beach	Urban	4	Silver Beach Rd	E. of Congress Ave	Old Dixie/Pre. Barack Obama Hwy	2019	2 to 3	Curb & Gutter	0.90	1	0.90	$4,478,355	$4,975,950
Hillsborough	Urban	7	19th Ave NE	US 41	US 301	2019	2 to 4	Curb & Gutter	6.08	2	12.16	$67,919,173	$5,585,458
Hillsborough	Urban	7	Big Bend Rd	US 41/Simmons Loop	Covington Gardens Dr/US Hwy 301	2019	4 to 6	Curb & Gutter	1.75	2	3.50	$48,417,488	$13,833,568
Total (2014-2023); Urban Counties ONLY									**Count:**	**16**	**64.28**	**$302,594,172**	**$4,707,000**
SUBURBAN/RURAL Counties; Curb & Gutter													
Collier	Suburban/Rural	1	Golden Gate Blvd	Wilson Blvd	Desoto Blvd	2014	2 to 4	Curb & Gutter	2.40	2	4.80	$16,003,504	$3,334,063
Brevard	Suburban/Rural	5	St. Johns Heritage Pkwy	SE of I-95 Intersection	US 192 (Space Coast Pkwy)	2014	0 to 2	Curb & Gutter	3.11	2	6.22	$16,763,567	$2,695,107
Sarasota	Suburban/Rural	1	Bee Ridge Rd	Mauna Loa Blvd	Iona Rd	2014	2 to 4	Curb & Gutter	2.68	2	5.36	$14,066,523	$2,624,351
St. Lucie	Suburban/Rural	4	W Midway Rd (CR 712)	Selvitz Rd	25th St	2014	2 to 4	Curb & Gutter	1.00	2	2.00	$15,359,926	$7,679,963
Lake	Suburban/Rural	5	N. Hancock Rd Ext.	Old 50	Gatewood Dr	2014	0/2 to 4	Curb & Gutter	1.50	2/4	5.00	$8,185,574	$1,637,115
Polk	Suburban/Rural	1	CR 655 & CR 559A	Pace Rd & N of CR 559A	N. of CR 559A & SR 599	2014	2 to 4	Curb & Gutter	2.60	2	5.20	$10,793,552	$2,075,683
Volusia	Suburban/Rural	5	Howland Blvd	Courtland Blvd	N. of SR 415	2014	2 to 4	Curb & Gutter	2.08	2	4.16	$11,110,480	$2,670,788
Polk	Suburban/Rural	1	Ernie Caldwell Blvd	Pine Tree Tr	US 17/92	2015	0 to 4	Curb & Gutter	2.41	4	9.64	$19,535,391	$2,026,493
Flagler	Suburban/Rural	5	Old Kings Rd Ext.	Forest Grove Dr	Matanzas Woods Pkwy	2015	0 to 4	Curb & Gutter	0.52	4	2.08	$4,831,579	$2,322,875
Manatee	Suburban/Rural	1	44th Ave E	15th St E	19th St Ct E	2015	2 to 4	Curb & Gutter	0.45	2	0.90	$5,454,438	$6,060,487

Table B-7 (continued)

Construction Cost for County Roads – Volusia County and Other Florida Counties

County	County Classification	District	Description	From	To	Year	Feature	Design	Length	Lanes Added	Lane Miles Added	Construction Cost	Construction Cost per Lane Mile
SUBURBAN/RURAL Counties; Curb & Gutter													
Hendry	Suburban/Rural	1	Helms Rd Ext.	SR 29	SR 80	2015	0 to 4	Curb & Gutter	2.60	4	10.40	$14,678,000	$1,411,346
Volusia	Suburban/Rural	5	LPGA Blvd	Jimmy Ann Dr/Grand Reserve	Derbyshire Rd	2016	2 to 4	Curb & Gutter	0.68	2	1.36	$3,758,279	$2,763,440
St. Lucie	Suburban/Rural	4	W Midway Rd (CR 712)	25th St	US 1	2016	2 to 4	Curb & Gutter	1.60	2	3.20	$31,483,319	$9,838,537
Lake	Suburban/Rural	5	CR 466A, Ph. I	US 27/441	Sunny Ct	2016	2 to 4	Curb & Gutter	0.44	2	0.88	$3,237,561	$3,679,047
Manatee	Suburban/Rural	1	44th Ave E	19th St Ct E	30th St E	2016	0 to 4	Curb & Gutter	0.90	4	3.60	$11,763,178	$3,267,549
Lake	Suburban/Rural	5	CR 466A, Ph. IIIA	Poinsettia Ave	Century Ave	2018	2 to 4	Curb & Gutter	0.42	2	0.84	$3,368,889	$4,010,582
Volusia	Suburban/Rural	5	Williamson Blvd	LPGA Blvd	Strickland Range Rd	2019	2 to 4	Curb & Gutter	0.93	2	1.86	$4,951,165	$2,661,917
Lake	Suburban/Rural	5	North Hancock Rd	CR 561A	Minneola Interchange	2018	0 to 2	Curb & Gutter	1.20	2	2.40	$2,902,256	$1,209,273
Lee	Suburban/Rural	1	Alico Rd	Ben Hill Griffin Pkwy	E. of Airport Haul Rd	2018	2 to 4	Curb & Gutter	1.78	2	3.56	$18,062,562	$5,073,753
Lee	Suburban/Rural	1	Homestead Rd	S. of Sunrise Blvd	N. of Alabama Rd	2018	2 to 4	Curb & Gutter	2.25	2	4.50	$14,041,919	$3,120,426
Lake	Suburban/Rural	5	Citrus Grove Rd, Ph. I	W. of Grassy Lake Rd	Hancock Rd	2019	0 to 4	Curb & Gutter	0.87	4	3.48	$5,751,614	$1,652,763
Lake	Suburban/Rural	5	Education Ave	Grassy Lake Rd	US 27	2019	0 to 2	Curb & Gutter	1.22	2	2.44	$3,324,769	$1,362,610
Hernando	Suburban/Rural	7	Cortez Blvd Frontage Rd @ I-75			2020	0 to 2	Curb & Gutter	0.62	2	1.24	$2,064,688	$1,665,071
Volusia	Suburban/Rural	5	Howland Blvd	Providence Blvd	Elkcam Blvd	2020	2 to 4	Curb & Gutter	2.38	2	4.76	$11,290,456	$2,371,945
Volusia	Suburban/Rural	5	Orange Camp Rd	MLK Blvd	I-4	2020	2 to 4	Curb & Gutter	2.23	2	4.46	$8,741,920	$1,960,072
Volusia	Suburban/Rural	5	10th St	Myrtle Ave	US-1	2020	0/2 to 4	Curb & Gutter	0.47	2/4	1.42	$9,456,399	$6,659,436
Lake	Suburban/Rural	5	Citrus Grove Rd, Ph. III	US 27	Scrub Jay Ln	2020	2 to 4	Curb & Gutter	0.81	2	1.62	$6,434,819	$3,972,110
Marion	Suburban/Rural	5	FL Crossroads Commerce Park Rd	South Terminus	Hwy 484	2020	0 to 2	Curb & Gutter	1.10	2	2.20	$3,229,878	$1,468,126
Marion	Suburban/Rural	5	CR 484	Marion Oaks Pass	Marion Oaks Course	2020	2 to 4	Curb & Gutter	1.50	2	3.00	$6,348,828	$2,116,276
Manatee	Suburban/Rural	1	Ft Hamer Rd	US 301	69th St E	2021	0 to 4	Curb & Gutter	0.75	4	3.00	$11,637,711	$3,879,237
Manatee	Suburban/Rural	1	44th Ave E	44th Ave Plaza E	Lakewood Ranch Blvd	2023	0 to 4	Curb & Gutter	2.50	4	10.00	$29,809,786	$2,980,979
Manatee	Suburban/Rural	1	Moccasin Wallow Rd	W of 115th Ave E	US 301	2023	2 to 4	Curb & Gutter	1.30	2	2.60	$16,647,973	$6,403,067
Total (2014-2023); Suburban/Rural Counties ONLY									**Count:**	**32**	**118.18**	**$345,090,503**	**$2,920,000**
Total (2020-2023); Suburban/Rural Counties ONLY									**Count:**	**10**	**34.30**	**$105,662,458**	**$3,081,000**
URBAN & SUBURBAN/RURAL Counties; Curb & Gutter													
Total (2014-2023); Urban & Suburban/Rural Counties									**Count:**	**48**	**182.46**	**$647,684,675**	**$3,550,000**

Source: Data obtained from each respective county (Building and Public Works Departments)

Construction Engineering/Inspection

City/County Roadways

The CEI cost factor for city/county roads is estimated as a percentage of the construction cost per lane mile. This factor is determined based on a review of CEI-to-construction cost ratios from local Volusia County improvements and from other jurisdictions throughout Florida. As shown in **Table B-8**, the CEI factors ranged from nine (9) percent to 15 percent with a weighted average of 11 percent. As shown in **Table B-9**, the CEI factors from other jurisdictions ranged from three (3) percent to 17 percent with a weighted average of nine (9) percent. For purposes of this study, the CEI cost for city/county roads is estimated at **11 percent** of the construction cost per lane mile.

Table B-8

CEI Cost Factor for City/County Roads – Volusia County

Description	From	To	Year	CEI	Construction Cost	CEI-to-Constr. Ratio
Howland Blvd	Providence Blvd	Elkcam Blvd	2020	$1,008,912	$11,290,456	9%
Orange Camp Blvd	MLK Blvd	I-4	2020	$883,671	$8,741,920	10%
10th St	Myrtle Ave	US-1	2020	$996,000	$9,456,399	11%
Blue Lake Ave Ext.	Blue Lake Ave	SR 472	2024	$240,750	$1,605,000	15%
Williamson Blvd	Strickland Range Rd	Hand Ave	2024	$910,000	$7,000,000	13%
Total				**$4,039,333**	**$38,093,775**	**11%**

Source: Volusia County

Table B-9

CEI Cost Factor for City/County Roads – Other Florida Jurisdictions

Year	County	County Roadways (Cost per Lane Mile)		
		CEI	Constr.	CEI Ratio
2014	Indian River	$143,000	$1,598,000	9%
2015	Collier	$270,000	$2,700,000	10%
2015	Brevard	$344,000	$2,023,000	17%
2015	Sumter	$147,000	$2,100,000	7%
2015	Marion	$50,000	$1,668,000	3%
2015	Palm Beach	$108,000	$1,759,000	6%
2017	St. Lucie	$198,000	$2,200,000	9%
2017	Clay	$191,000	$2,385,000	8%
2019	Collier	$315,000	$3,500,000	9%
2019	Sumter	$258,000	$2,862,000	9%
2020	Indian River	$238,000	$2,647,000	9%
2020	Hillsborough	$363,000	$4,036,000	9%
2020	Hernando	$189,000	$2,108,000	9%
2021	Manatee	$252,000	$2,800,000	9%
2021	Flagler	$232,000	$2,582,000	9%
2022	Lake	$172,000	$2,145,000	8%
2022	Volusia	$259,000	$2,350,000	11%
2023	Manatee	$429,000	$3,900,000	11%
2023	Marion	$216,000	$2,400,000	9%
2023	Hendry	$180,000	$2,000,000	9%
Average		**$228,000**	**$2,488,000**	**9%**

Source: Each respective County

Roadway Capacity

As shown in **Table B-10**, the average capacity per lane mile is based on the projects in the River-to-Sea TPO's Connect 2045 Long Range Transportation Plan's cost feasible improvements. This listing of projects reflects the mix of improvements that will yield the vehicle-miles of capacity (VMC) that will be built in Volusia County. The resulting weighted average capacity per lane mile of approximately **10,100** was used in the multi-modal transportation impact fee calculation.

Table B-10

Connect 2045 River-to-Sea TPO's Long Range Transportation Plan; Cost Feasible Plan

Maint. Agency	On	From	To	Improvement	Length	Lanes Added	Lane Miles Added	Section Design	Initial Capacity	Future Capacity	Added Capacity	Vehicle Miles of Capacity Added
Local Roadway Projects												
County	LPGA Blvd	Tymber Creek Rd	I-95	2 to 4	1.00	2	2.00	OD	15,930	35,820	19,890	19,890
County	Tymber Creek Rd	S. of SR 40	LPGA Blvd	0 to 2	2.15	2	4.30	OD	0	25,410	25,410	54,632
County	Hand Ave	Williamson Blvd	SR 5A/Nova Rd	2 to 4	2.25	2	4.50	C&G	15,930	35,820	19,890	44,753
County	Williamson Blvd	Madeline Ave	SR 400 (Beville Rd)	2 to 4	1.50	2	3.00	OD	15,930	35,820	19,890	29,835
County	Dunn Ave	Williamson Blvd	Bill France Blvd	2 to 4	1.00	2	2.00	C&G	15,930	35,820	19,890	19,890
County	Dunn Ave	Bill France Blvd	Clyde Morris Blvd	2 to 4	0.85	2	1.70	C&G	14,060	30,780	16,720	14,212
County	Tymber Creek Rd	Peruvian Ln	Airport Rd	2 to 4	0.68	2	1.36	C&G	15,930	35,820	19,890	13,525
County	LPGA Blvd	US 92	Tymber Creek Rd	2 to 4	4.40	2	8.80	OD	15,930	35,820	19,890	87,516
County	Taylor Branch Rd	SR 421/Dunlawton Ave	Clyde Morris Blvd	2 to 4	0.55	2	1.10	C&G	13,320	29,160	15,840	8,712
County	Tomoka Farms Rd	I-4 Overpass	US 92/ISB	2 to 4	1.00	2	2.00	C&G	18,150	49,650	31,500	31,500
County	Josephine St/10th St	Old Mission	Tatum St	2 to 4	0.30	2	0.60	C&G	12,390	27,860	15,470	4,641
County	Sugar Mill Rd	SR 44	Pioneer Tr	2 to 4	1.30	2	2.60	C&G	12,390	27,860	15,470	20,111
County	W. Volusia Beltway	SR 472	Graves Ave	0 to 4	0.80	2	1.60	OD	0	35,820	35,820	28,656
County	W. Volusia Beltway	Rhode Island Ave	Harley Strickland Blvd	2 to 4	1.22	2	2.44	OD	15,930	35,820	19,890	24,266
County	W. Volusia Beltway	Graves Ave	Rhode Island Ave	2 to 4	1.50	2	3.00	OD	15,930	35,820	19,890	29,835
County	Doyle Rd	Providence Blvd	Saxon Blvd	2 to 4	2.70	2	5.40	C&G	15,930	35,820	19,890	53,703
County	Doyle Rd	Saxon Blvd	Courtland Blvd	2 to 4	2.55	2	5.10	C&G	15,930	35,820	19,890	50,720
County	Beresford Ave Ext.	Blue Lake Ave	SR 44	0 to 2	1.55	2	3.10	OD	0	12,390	12,390	19,205
County	W. Volusia Beltway	US 92	SR 44	2 to 4	2.60	2	5.20	C&G	15,930	35,820	19,890	51,714
County	W. Volusia Beltway	SR 44	Beresford Ave Ext.	2 to 4	0.75	2	1.50	OD	15,930	35,820	19,890	14,918
County	W. Volusia Beltway	Beresford Ave Ext.	Taylor Rd	2 to 4	1.10	2	2.20	OD	15,930	35,820	19,890	21,879
County	W. Volusia Beltway	Taylor Rd	Orange Camp Rd	2 to 4	1.00	2	2.00	OD	15,930	35,820	19,890	19,890
County	W. Volusia Beltway	Orange Camp Rd	SR 472	2 to 4	1.60	2	3.20	OD	15,930	35,820	19,890	31,824
Total							**68.70**					**695,827**
Total (VMC Added per Lane Mile)[1]												**10,100**
County Rds (Curb & Gutter)							**31.56**	**46%**	**(a)**			
County Rds (Open Drainage)							**37.14**	**54%**	**(b)**			
New Road Construction							**9.00**	**13%**	**(c)**			
Lane Addition Improvements							**59.70**	**87%**	**(d)**			

1) Total VMC Added divided by total Lane Miles Added

Source: Connect 2045 River-to-Sea Transportation Planning Organization's Long Range Transportation Plan

Transit Capital Costs

In the case of multi-modal fees, the marginal cost of adding transit infrastructure needs to be considered. This section details the difference in cost per person-mile of capacity between expanding a roadway without transit amenities versus with transit amenities. This calculation also accounts for the change in roadway PMC that occurs when a bus is on the road.

First, **Table B-11** calculates the person-miles of capacity added for each new transit vehicle on the road. This calculation adjusts for the fact that buses have a significantly higher person-capacity than passenger vehicles. This table also identifies transit capital cost variables that will be used to calculate the added capital cost of constructing/expanding a roadway with transit facilities.

Next, **Table B-12** combines the roadway VMC and the transit PMC to calculate the marginal change in cost per PMC. First, the roadway characteristics, including cost and capacity, were used to calculate the roadway cost per VMC for a generic 24-mile roadway segment. Then, an adjustment factor was applied to recognize that incorporating transit along a segment of roadway decreases the vehicle-capacity as the bus makes intermittent stops and interrupts the free-flowing traffic. As shown in Table B-12, the bus blockage adjustment factor is much higher for a 2-lane roadway than for a 4-lane roadway. On a 2-lane road, all cars get caught behind the bus during a stop, while on a 4-lane roadway, there is an unobstructed travel lane that cars can use to pass-by or maneuver around the slower transit vehicle. This adjusted VMC was then converted to PMC using the vehicle-miles to person-miles adjustment factor previously discussed in this report. The additional person-capacity from the buses was added to the adjusted roadway PMC. The person-miles of capacity that a transit system would add to the stretch of roadway (Table B-11) mitigates the decrease in vehicle-miles of capacity due to the bus blockage adjustments.

Next, the capital cost of transit infrastructure was added to the capital cost of the roadway expansion for both new road construction (0 to 2 lanes) and lane addition (2 to 4 lanes). With the transit infrastructure included, the updated cost per PMC was calculated, which now reflects the total cost of building a new road with transit or expanding a roadway and adding transit amenities. When compared to the cost per PMC for simply building/expanding a roadway without transit, the added cost of transit is between three (3) percent and five (5) percent.

As a final step, the increased costs were then weighted by the lane mile distribution of new road construction and lane addition improvements in the River-to-Sea TPO's Connect 2045 Long Range Transportation Plan. As shown, the Plan calls for almost all future improvements to be lane additions. When the marginal cost of transit is included and weighted by this ratio, the resulting percent change is approximately **3.51 percent**. This slight adjustment factor is applied to the calculated cost per PMC for use in the multi-modal transportation impact fee calculation.

As it is currently structured, the transit model detailed in Tables B-11 and B-12 assumes that transit-miles and road-miles will be added to the system at the same rate. If, in the future, more transit-miles are added, this will increase the bus traffic on existing roads, adding more stops, higher stop frequency, and creating additional bus blockage. As a result, the capital cost per person-mile for a roadway with transit would increase in relation to the ratio of added transit-miles vs. roadway-miles. For example, if the transit-mile investment was double that of roadway construction/expansion, the 3.51 percent change calculated in Table B-12 would increase to 7.02 percent. The annual construction figures for transit-miles and road-miles should be tracked by the City and adjusted for in subsequent multi-modal transportation impact fee update studies.

Table B-11

Multi-Modal Fee: Cost per Person-Mile of Capacity

Input	Local Transit	
Transit Person-Miles of Capacity Calculation		**Source:**
Vehicle Capacity[1]	45	1) Source: Local transit is assumed to have 32 seats with a 40 percent standing room capacity equivalent
Number of Vehicles (20% fleet margin)[2]	2	2) Cycle time (Item 9) divided by headway time (Item 6) increased by 20 percent to accommodate the required fleet margin
Service Span (hours)[3]	13	3) Source: Assumption based on current Votran routes
Cycles/Hour (aka Peak Vehicles)[4]	1.00	4) Headway time (Item 6) divided by 60
Cycles per Day[5]	13	5) Service span (Item 3) multiplied by the cycles/hour (Item 4)
Headway Time (minutes)[6]	60	6) Source: Assumption based on current Votran routes
Speed (mph)[7]	15	7) Source: Urban Integrated National Transit Database (Urban iNTD). 6-yr average
Round Trip Length (miles)[8]	24.00	8) Source: Average trip length of current Votran routes
Cycle Time (minutes)[9]	96	9) Round trip length (Item 8) divided by speed (Item 7) multiplied by 60
Total Person-Miles of Capacity[10]	14,040	10) Vehicle capacity (Item 1) multiplied by the cycles per day (Item 5) multiplied by the round trip length (Item 8)
Load Factor/System Capacity[11]	30%	11) Source: Optimistic assumption based on future goals
Adjusted Person-Miles of Capacity[12]	**4,212**	12) Total person-miles of capacity (Item 10) multiplied by the load factor (Item 11)
Capital Cost Variables		
Stops per Mile (w/o Shelter)[13]	3	13) Source: Model assumes 3 bench stops per mile
Shelters per Mile[14]	1	14) Source: Model assumes 1 shelter stop per mile
Vehicle Cost[15]	$533,000	15) Source:2022-2031 Votran TDP; Avg of Diesel ($500,000) and Hybrid ($565,000)
Simple Bus Stop[16]	$12,000	16) Source: Assumption based on local characteristics and industry knowledge
Sheltered Bus Stop[17]	$25,000	17) Source: Assumption based on local characteristics and industry knowledge

Table B-12

Multi-Modal Fee: Transit Component Model

Item	New Road Construction		Lane Addtions		
	Roadway	Transit	Roadway	Transit	
Roadway Characteristics:					**Source:**
Roadway Cost per Mile[(1)]	$7,362,000		$7,362,000		1) Source: Table 1, adjusted to cost "per mile"
Roadway Segment Length (miles)[(2)]	24.00		24.00		2) Source: Average length of Votran route
Roadway Segment Cost[(3)]	$176,688,000	**PMC**	$176,688,000	**PMC**	3) Roadway cost per mile (Item 1) multiplied by the roadway segment length (Item 2)
Average Capacity Added (per mile)[(4)]	20,200	29,088	20,200	29,088	4) Source: Table 2, adjusted to capacity "per mile"
VMC/PMC Added (entire segment)[(5)]	484,800	698,112	484,800	698,112	5) Roadway segment length (Item 2) multiplied by the average capacity added (Item 4) for both VMC and PMC
Roadway Cost per VMC/PMC[(6)]	$364.46	**$253.09**	$364.46	**$253.09**	6) Roadway segment cost (Item 3) divided by the VMC/PMC added (Item 5) individually (adjusted slightly for rounding)
Transit Capacity:					
Adjustment for Bus Blockage[(7)]	3.2%	-	1.6%	-	7) Source: 2010 Highway Capacity Manual, Equation 18-9
VMC/PMC Added (transit deduction)[(8)]	15,514	22,340	7,757	11,170	8) VMC added (Item 5) multiplied by the adjustment for bus blockage (Item 7). For PMC, multiply the VMC by 1.44 persons per vehicle
VMC/PMC Added (less transit deduction)[(9)]	469,286	675,772	477,043	686,942	9) VMC/PMC added (entire segment) (Item 5) less the VMC/PMC added (transit deduction) (Item 8) for VMC and PMC individually
PMC Added (transit addition ONLY)[(10)]		4,212		4,212	10) Source: Table B-11, Adjusted Person-Miles of Capacity (Item 12)
Net PMC Added (transit effect included)[(11)]		679,984		691,154	11) PMC added (less transit deduction) (Item 9) plus the PMC added (transit addition ONLY) (Item 10)
Road/Transit Cost per PMC (Road Capital)[(12)]		$259.84		$255.64	12) Road segment cost (Item 3) divided by the net PMC added (transit effect included) (Item 11)
Transit Infrastructure:					
Buses Needed[(13)]	2	$1,066,000	2	$1,066,000	13) Number of vehicles (see Table B-11, Item 2) multiplied by the vehicle cost (see Table B-11, Item 15)
Stops per mile (both sides of street)[(14)]	3	$1,728,000	3	$1,728,000	14) Stops per mile (3) multiplied by the roadway segment length (Item 2) multiplied by the cost per stop (Table B-11, Item 16)
Shelters per mile (both sides of street)[(15)]	1	$1,200,000	1	$1,200,000	15) Shelters per mile (1) multiplied by the roadway segment length (Item 2) multiplied by the cost per shelter (Table B-11, Item 17)
Total infrastructure[(16)]		$3,994,000		$3,994,000	16) Sum of buses needed (Item 13), stops needed (Item 14), and shelters needed (Item 15)
Multi-Modal Cost per PMC:					
Road/Transit Cost per PMC[(17)]		**$265.72**		**$261.42**	17) Sum of the roadway segment cost (Item 3) and the total transit infrastructure cost (Item 16) divided by the net PMC added (Item 11)
Percent Change[(18)]		**4.99%**		**3.29%**	18) Percent difference between the road/transit cost per PMC (Item 17) and the Roadway cost per PMC (Item 6)
Weighted Multi-Modal Cost per PMC:					
Lane Mile Distribution[(19)]		13%		87%	19) Source: Table B-10, Items (c) and (d). Lane mile distribution of new road construction versus lane addition
Weighted Roadway Cost per PMC[(20)]		$32.90		$220.19	20) Roadway cost per PMC (Item 6) multiplied by the lane mile distribution (Item 19)
Weighted Road/Transit Cost per PMC[(21)]		$34.54		$227.44	21) Road/Transit cost per PMC (Item 17) multiplied by the lane mile distribution (Item 19)
Weighted Average Multi-Modal Cost per PMC:					
Weighted Average Roadway Cost per PMC (new road construction and lane additions)[(22)]				$253.09	22) Sum of the weighted roadway cost per PMC (Item 20) for new road construction and lane additions
Weighted Average Road/Transit Cost per PMC (new road construction and lane additions)[(23)]				$261.98	23) Sum of the weighted road/transit cost per PMC (Item 21) for new road construction and lane additions
Percent Change[(24)]				**3.51%**	24) Percent difference between the weighted average road/transit cost per PMC (Item 23) and the weighted average roadway cost per PMC (Item 22)

Appendix C
Credit Component

Appendix C: Credit Component

This appendix presents the detailed calculations for the credit component. Local fuel taxes that are collected in the City of New Smyrna Beach/Volusia County are listed below, along with a few pertinent characteristics of each.

1. Constitutional Fuel Tax (2¢/gallon)

- Tax applies to every net gallon of motor and diesel fuel sold within a county. Collected in accordance with Article XII, Section 9 (c) of the Florida Constitution.
- The State allocated 80 percent of this tax to Counties after first withholding amounts pledged for debt service on bonds issued pursuant to provisions of the State Constitution for road and bridge purposes.
- The 20 percent surplus can be used to support the road construction program within the county.
- Counties are not required to share the proceeds of this tax with their municipalities.

2. County Fuel Tax (1¢/gallon)

- Tax applies to every net gallon of motor and diesel fuel sold within a county.
- Primary purpose of these funds is to help reduce a County's reliance on ad valorem taxes.
- Proceeds are to be used for transportation-related expenses, including the reduction of bond indebtedness incurred for transportation purposes. Authorized uses include acquisition of rights-of-way; the construction, reconstruction, operation, maintenance, and repair of transportation facilities, roads, bridges, bicycle paths, and pedestrian pathways; or the reduction of bond indebtedness incurred for transportation purposes.
- Counties are not required to share the proceeds of this tax with their municipalities.

3. Municipal Fuel Tax (1¢/gallon)

- Tax applies to every net gallon of motor fuel sold within a county.
- Primary purpose of the municipal revenue sharing program is to ensure a minimum level of parity across units of local government.
- Proceeds may be used to fund purchase of transportation facilities and road and street rights-of-way; construction, reconstruction, and maintenance of roads, streets, bicycle paths, and pedestrian pathways; adjustments of city-owned utilities as required by road and street construction; and construction, reconstruction, transportation-related public safety activities, maintenance, and operation of transportation facilities.

4. Ninth-Cent Fuel Tax (1¢/gallon)

- Tax applies to every net gallon of motor and diesel fuel sold within a county.
- Proceeds may be used to fund transportation expenditures.
- To accommodate statewide equalization, this tax is automatically levied on diesel fuel in every county, regardless of whether a County is levying the tax on motor fuel at all.
- Counties are not required to share the proceeds of this tax with their municipalities.

5. 1st Local Option Tax (up to 6¢/gallon)

- Tax applies to every net gallon of motor and diesel fuel sold within a county.
- Proceeds may be used to fund transportation expenditures.
- To accommodate statewide equalization, all six cents are automatically levied on diesel fuel in every county, regardless of whether a county is levying the tax on motor fuel at all or at the maximum rate.
- Proceeds are distributed to a county and its municipalities according to a mutually agreed upon distribution ratio, or by using a formula contained in the Florida Statutes.
- Volusia County has adopted all six pennies of this local option tax.

6. 2nd Local Option Tax (up to 5¢/gallon)

- Tax applies to every net gallon of motor and diesel fuel sold within a county.
- Proceeds may be used to fund transportation expenditures needed to meet requirements of the capital improvements element of an adopted Local Government Comprehensive Plan.
- Proceeds are distributed to a county and its municipalities according to a mutually agreed upon distribution scheme, or by using a formula contained in the Florida Statutes.
- Volusia County has adopted all five pennies of this local option tax.

Each year, the Florida Legislature's Office of Economic and Demographic Research (EDR) produces the *Local Government Financial Information Handbook*, which details the estimated local government revenues for the upcoming fiscal year. Included in this document are the estimated distributions of the various fuel tax revenues for each county in the state. The 2023-24 data represent projected fuel tax distributions to Volusia County and its municipalities for the current fiscal year. Table E-1 shows the distribution per penny for each of the fuel levies, and then the calculation of the weighted average for the value of a penny of fuel tax. The weighting procedure takes into account the differing amount of revenues generated for the various types of fuel taxes. It is estimated that approximately $2.51 million of annual revenue will be generated for the County from one penny of fuel tax in Volusia County. For use in the multi-modal fee

calculation, the fuel tax revenue data is used to calculate the value per penny (per gallon of fuel) that is used to estimate the "equivalent pennies" of other revenue sources used to fund transportation.

Revenues from other sources, such as infrastructure sales tax, grants, etc. are converted to gas tax equivalent using this dollar value as a conversion factor. This conversion is needed to be able to relate associate funding to travel by each land use.

Table C-1
Estimated Fuel Tax Distribution Allocated to Capital Programs for Volusia County & Municipalities, FY 2023-24[1]

Tax	Amount of Levy per Gallon	Total Distribution	Distribution per Penny
Constitutional Fuel Tax	$0.02	$5,429,886	$2,714,943
County Fuel Tax	$0.01	$2,401,138	$2,401,138
Municipal Fuel Tax	$0.01	$3,883,333	$3,883,333
9th Cent Fuel Tax	$0.01	$2,679,671	$2,679,671
1st Local Option (1-6 cents)	$0.06	$14,953,188	$2,492,198
2nd Local Option (1-5 cents)	$0.05	$10,818,067	$2,163,613
Total	**$0.16**	**$40,165,283**	
Weighted Average per Penny[2]			**$2,510,330**

1) Source: Florida Legislature's Office of Economic and Demographic Research, http://edr.state.fl.us/content/local-government/reports/ --
2) The weighted average distribution per penny is calculated by taking the sum of the total distribution and dividing that value by the sum of the total levies per gallon (multiplied by 100)

Capital Expansion Credit

A revenue credit for the annual expenditures on roadway capacity-expansion projects in the City of New Smyrna Beach and Volusia County is presented below. The components of the credit are as follows:

- City capital project funding
- County capital project funding
- State capital project funding

The annual expenditures from each revenue source are converted to equivalent fuel tax pennies to be able to create a connection between travel by each land use and non-impact fee revenue contributions for all revenue sources.

City Capital Project Funding

A review of recent and planned capacity expansion improvements in the City of New Smyrna Beach identified transportation improvements on Washington Street funded with non-impact fee revenues. **Table C-2** summarizes the projected cost of this improvement. As shown, a total capital improvement credit of 0.1 pennies was given for expansion projects in the City of New Smyrna Beach funded with non-impact fee revenues.

Table C-2
City Fuel Tax Equivalent Pennies

Source	Cost of Projects	Number of Years	Annual Average	Revenue from 1 Penny[2]	Equivalent Pennies[3]
Projected CIP Expenditures (FY 2023-2027)[1]	$1,709,296	5	$341,859	$2,510,330	**$0.001**

1) Source: Table C-6
2) Source: Table C-1
3) Cost of projects divided by number of years divided by revenue from 1 penny (Item 3) divided by 100

County Capital Project Funding

A review of Volusia County's 5-year planned expenditures indicates that transportation projects are primarily being funded by a combination of impact fee, gas tax, and proportionate share revenues. As shown in **Table C-3**, a total gas tax equivalent revenue credit of 2.5 pennies was given for transportation capacity-expansion projects funded with non-impact fee revenues.

Table C-3
County Fuel Tax Equivalent Pennies

Source	Cost of Projects	Number of Years	Annual Average	Revenue from 1 Penny[2]	Equivalent Pennies[3]
Projected CIP Expenditures (FY 2024-2028)[1]	$31,219,443	5	$6,243,889	$2,510,330	**$0.025**

1) Source: Table C-7
2) Source: Table C-1
3) Cost of projects divided by number of years divided by revenue from 1 penny (Item 2) divided by 100

In addition, the County allocates an equivalent credit of 2.6 pennies for debt service associated with the Gas Tax Refunding Revenue Bond (Series 2013) and the Williamson Blvd Capital Improvement Revenue Note (Series 2015). Volusia County indicated that these revenues were used exclusively for transportation capacity-expansion improvements.

Table C-4

County Debt Service Equivalent Pennies

Source	Cost of Projects	Number of Years	Annual Average	Revenue from 1 Penny[3]	Equivalent Pennies[4]
Gas Tax Revenue Refunding Bond; Series 2013[1]	$4,504,846	1	$4,504,846	$2,510,330	$0.018
Capital Improvement Revenue Note; Series 2015[2]	$2,024,015	1	$2,024,015	$2,510,330	$0.008
Total	**$6,528,861**		**$6,528,861**		**$0.026**

1) Source: Table C-8
2) Source: Table C-9
3) Source: Table C-1
4) Cost of projects divided by number of years divided by revenue from 1 penny (Item 2) divided by 100

State Capital Project Funding

In the calculation of the equivalent pennies of fuel tax from the State, funding on transportation capacity-expansion projects spanning a 15-year period (from FY 2015 to FY 2029) were reviewed. This included capacity expansion projects such as lane additions, new road construction, intersection improvements, interchanges, traffic signal projects, sidewalks, bike lanes, transit, and other capacity-addition projects. The use of a 15-year period, for purposes of developing a state credit for roadway capacity expansion projects, results in a stable credit, as it accounts for the volatility in FDOT spending in the county over short periods of time.

The total cost of the multi-modal transportation capacity-expansion projects for the "historical" periods and the "future" period:

- FY 2015-2019 work plan equates to 5.3 pennies
- FY 2020-2024 work plan equates to 9.8 pennies
- FY 2025-2029 work plan equates to 4.8 pennies

The combined weighted average over the 15-year period of state expenditure for capacity-expansion transportation projects results in a total of 6.6 equivalent pennies. **Table C-5** documents this calculation. The specific projects that were used in the equivalent penny calculations are summarized in Table C-10.

Table C-5

State Fuel Tax Equivalent Pennies

Source	Cost of Projects	Number of Years	Annual Average	Revenue from 1 Penny[4]	Equivalent Pennies[5]
Projected Work Program (FY 2025-2029)[1]	$60,600,978	5	$12,120,196	$2,510,330	$0.048
Historical Work Program (FY 2020-2024)[2]	$123,548,016	5	$24,709,603	$2,510,330	$0.098
Historical Work Program (FY 2015-2019)[3]	$66,027,805	5	$13,205,561	$2,510,330	$0.053
Total	**$250,176,799**	**15**	**$16,678,453**	**$2,510,330**	**$0.066**

1) Source: Table C-10
2) Source: Table C-10
3) Source: Table C-10
4) Source: Table C-1
5) Cost of projects divided by number of years divided by revenue from 1 penny (Item 2) divided by 100

Table C-6

City of New Smyrna Beach – Planned Multi-Modal Capital Improvements, FY 2024-2027

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	Total
Washington St Improvements	$1,709,296	$0	$0	$0	**$1,709,296**

Source: City of New Smyrna Beach FY 2024 Budget Book

Table C-7

Volusia County – Five-Year Planned Multi-Modal Capital Improvements, FY 2024-2028

Project Title	Improvement	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total
Public Works							
Advanced Right-of-Way Acquisitions	Advanced Right-of-Way Acquisitions	$300,000	$300,000	$300,000	$300,000	$300,000	**$1,500,000**
Countywide Safety Projects	Paved Shoulders/Sidewalks near Schools	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	**$5,000,000**
Dirksen Dr - Widening from 17-92 to I-4 (DeBary Sunrail)	Study options for widening to 3 or 4 lanes	$161,949	$0	$0	$0	$0	**$161,949**
Doyle Rd - Twisted Oak to Lush Lane	Add paved shoulders and sidewalks	$450,000	$0	$0	$0	$0	**$450,000**
LPGA Blvd at Clyde Morris	Intersection Improvement	$1,682,511	$0	$0	$0	$0	**$1,682,511**
LPGA - Widen from N Tomoka Farms to Tymber Creek	Road Widening	$1,703,822	$0	$0	$0	$0	**$1,703,822**
Pioneer Trail & Sugar Mill Intersection	Intersection Improvement	$964,855	$0	$0	$0	$0	**$964,855**
Pioneer Trail & Tomoka Farms Roundabout	Roundabout/Intersection	$265,000	$0	$0	$0	$0	**$265,000**
Road Proportionate Share Zone 1 Northeast	Construction Projects	$3,532,720	$0	$0	$0	$0	**$3,532,720**
Road Proportionate Share Zone 2 Southeast	Construction Projects	$1,124,117	$0	$0	$0	$0	**$1,124,117**
Road Proportionate Share Zone 3 Southwest	Construction Projects	$606,541	$0	$0	$0	$0	**$606,541**
Road Proportionate Share Zone 4 Northwest	Construction Projects	$29,992	$0	$0	$0	$0	**$29,992**
Taylor Branch Rd - Widening from Dunlawton Ave to Clyde Morris Blvd	Road Widening	$1,287,108	$0	$0	$0	$0	**$1,287,108**
Williamson Blvd - Strickland Range to Hand Ave	Widen from 2 to 4 lanes	$6,540,828	$0	$0	$0	$0	**$6,540,828**
10th St & NSB High	Traffic Engineering	$420,000	$0	$0	$0	$0	**$420,000**
Traffic Signals - Capital Replacement Projects	Traffic Engineering	$1,875,000	$1,450,000	$1,175,000	$0	$0	**$4,500,000**
Veterans Memorial Pkwy @ Walmart	Traffic Engineering	$0	$0	$0	$725,000	$0	**$725,000**
Total		**$21,944,443**	**$2,750,000**	**$2,475,000**	**$2,025,000**	**$2,025,000**	**$31,219,443**

Source: Volusia County FY 2023-2024 Capital Improvement Plan

Table C-8

Volusia County Gas Tax Refunding Revenue Bond; Series 2013

Date	Principal	Interest Rate	Interest	Total Due	Balance Outstanding	Fiscal Year Debt Service
4/1/2023			$89,031	$89,031	$8,750,000	
10/1/2023	$4,335,000	2.04%	$89,031	$4,424,031	$4,415,000	$4,513,062
4/1/2024			$44,923	$44,923	$4,415,000	
10/1/2024	$4,415,000	2.04%	$44,923	$4,459,923	-	$4,504,846
Total	**$4,415,000**		**$44,923**	**$4,459,923**		**$4,504,846**
					Percent for Transportation Capacity	**100%**
					Portion for Transportation Capacity	**$4,504,846**
					Number of Years of Remaining Payments	**1**

Source: Volusia County FY 2023 Adopted Budget Book

Table C-9

Volusia County Fund 209 – Williamson Blvd Capital Improvement Revenue Note; Series 2015

Date	Principal	Interest Rate	Interest	Total Due	Balance Outstanding	Fiscal Year Debt Service
4/1/2023		2.17%	$31,520	$31,520	$2,905,000	
10/1/2023	$945,000	2.17%	$31,520	$976,520	$1,960,000	$1,008,040
4/1/2024		2.17%	$21,266	$21,266	$1,960,000	
10/1/2024	$970,000	2.17%	$21,266	$991,266	$990,000	$1,012,532
4/1/2025		2.17%	$10,742	$10,742	$990,000	
10/1/2025	$990,000	2.17%	$10,741	$1,000,741	-	$1,011,483
Total	**$1,960,000**		**$42,749**	**$2,002,749**		**$2,024,015**
					Percent for Transportation Capacity	**100%**
					Portion for Transportation Capacity	**$2,024,015**
					Number of Years of Remaining Payments	**2**

Source: Volusia County FY 2023 Adopted Budget Book

Table C-10

Florida Department of Transportation, District 5 – Volusia County Work Program FY 2015 to FY 2029

ItemSeg	Description	Wkmx Description	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total
240836-1	SR 40 FROM SR 15 US 17 TO SR 11	ADD LANES & RECONSTRUCT	$82,688	$35,751	$2,219,207	$1,386	$1,661	$57	$0	$3,378	$1,077,357	$5,365,464	$647,381	$877,003	$0	$0	$0	**$10,311,333**
240837-1	SR 40 FROM W OF SR 11 TO W OF CONE ROAD	ADD LANES & RECONSTRUCT	$160,859	$6,625	$3,531	$182	$644	$276	$0	$0	$998,749	$2,738,073	$665,810	$685,189	$0	$0	$0	**$5,259,938**
240992-1	SR 5 (US1) AT US1/SR430 (MASON AVE) AND US1/SR40 (GRANADA)	INTERSECTION IMPROVEMENT	$340	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$340**
240992-2	SR 5 US 1 AT SR 421 (DUNLAWTON AVE) & HERBERT STREET	INTERSECTION IMPROVEMENT	$618	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$618**
240992-5	SR 5 US 1 AT CANAL STREET INTERSECTION IMPROVEMENTS	INTERSECTION IMPROVEMENT	$457,023	$1,102	$846,118	$3,216	$5,634,295	$192,565	$410,444	$0	$0	$0	$0	$0	$0	$0	$0	**$7,544,763**
240992-7	SR 5 US 1 AT REED CANAL ROAD	INTERSECTION IMPROVEMENT	$187,109	$123,790	$9,171	$1,232,319	$73,150	$7,289	$2,002	$0	$0	$0	$0	$0	$0	$0	$0	**$1,634,830**
240992-8	SR 5 US 1 AT BIG TREE ROAD	INTERSECTION IMPROVEMENT	$63,341	$43,885	$30,585	$708,636	$35,848	$1,335	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$883,630**
240992-9	SR 5 US1 AT LPGA BOULEVARD	INTERSECTION IMPROVEMENT	$555,094	$4,289	$243	$46	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$559,672**
404419-2	SR 600 (US 92) PHASE II FROM SR5A (NOVA RD) TO LINCOLN STREET	URBAN CORRIDOR IMPROVEMENTS	$1,315,467	$676	$1,362,100	$8,811	$3,671	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$2,690,725**
407355-3	SR 415 FROM SEMINOLE CO LINE TO REED ELLIS RD	ADD LANES & RECONSTRUCT	$411,410	$270,825	$31,793	$2,772	$714	$132	$0	$0	$816	$0	$0	$0	$0	$0	$0	**$718,462**
407355-4	SR 415 FROM REED ELLIS RD TO 0.3 MILE N OF ACORN LAKE	ADD LANES & RECONSTRUCT	$642,264	$104,148	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$746,412**
408178-1	SR 483(CLYDE MORRIS) FROM SR 400 (BEVILLE RD) TO SR 600 US 92	ADD LANES & REHABILITATE PVMNT	$57,420	$65,614	$146,852	$66,719	$38,809	$46,287	$138,702	$3,504	$20	$3,350	$0	$0	$0	$0	$0	**$567,277**
408418-1	VOLUSIA CO ADVANCE R/W ACQUISITION	RIGHT OF WAY ACTIVITIES	$63,446	$909,199	$1,026	$2,787	$22,837	$74,516	$64,183	$92,899	$10,584	$0	$0	$0	$0	$0	$0	**$1,241,477**
410251-1	SR 15 (US 17) FROM DELEON SPRINGS BLVD TO SR 40	ADD LANES & RECONSTRUCT	$1,255,038	$127,774	$1,526,130	$1,588,404	$3,039,867	$4,812,737	$530,049	$3,220,244	$995,235	$1,596,571	$0	$0	$0	$0	$0	**$18,692,049**
410251-3	SR15 (US17) FROM SOUTH OF SPRING ST TO LAKE WINONA RD	ADD LANES & RECONSTRUCT	$0	$0	$0	$0	$0	$0	$0	$6,547	$17,080,468	$540,048	$0	$159,000	$0	$0	$0	**$17,786,063**
410676-1	SR 40 LAKE CO LINE TO SR 15 US 17	PD&E/EMO STUDY	$0	$0	$0	$0	$0	$0	$0	$0	$2,900	$1,719	$0	$0	$0	$0	$0	**$4,619**
413019-9	VOLUSIA TRAFFIC ENGINEERING CONTRACTS	TRAFFIC SIGNALS	$584,537	$577,079	$678,102	$927,857	$1,246,764	$1,285,964	$1,354,650	$1,478,635	$1,389,525	$1,762,727	$1,709,091	$0	$0	$0	$0	**$12,994,931**
416219-1	SR 430 FROM SR 5A TO E OF SHERRY DR	ADD LEFT TURN LANE(S)	$1,008	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$1,008**
418019-1	SR 40 FROM WILLIAMSON BLVD TO OLD TOMOKA RD	TRAFFIC SIGNALS	$14,723	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$14,723**
418020-1	SR 44 FROM EDDIE ROAD TO 3RD AVENUE	TRAFFIC SIGNALS	$10,687	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$10,687**
418021-1	SR 600 (US 92)(ISB) AT WILLIAMSON BLVD INTERSECTION IMPROVEMENT	TRAFFIC SIGNALS	$157	$0	$0	$0	$0	$256	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$413**
420433-1	RIVER TO SEA TPO TRAFFIC OPERATIONS SU RESERVE	TRAFFIC OPS IMPROVEMENT	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,390,756	$1,374,265	$2,736,067	**$5,501,088**
420433-2	RIVER TO SEA TPO TRAFFIC OPERATIONS SU CONTINGENCY	TRAFFIC OPS IMPROVEMENT	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,267,568	$109,508	$1,044,380	$6,829	$6,829	$6,829	**$2,441,943**
422431-1	VOLUSIA-VOLUSIA MPO SECTION 5303 PLANNING SUPPORT	PTO STUDIES	$231,204	$226,943	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$458,147**
422627-1	SR 600 / US 92 FROM I-4 EAST BOUND RAMP TO TOMOKA FARMS ROAD	ADD LANES & RECONSTRUCT	$368,853	$197,880	$210,963	$1,252,850	$24,343	$445	$2,123	$0	$577,701	$0	$0	$0	$0	$0	$0	**$2,635,158**
427637-1	SR 5A (NOVA RD) DIVISION AVE AND SR 40 INTERSECTION	TRAFFIC SIGNALS	$1,115	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$1,115**
428947-1	SR 40 FROM BREAKAWAY TRAIL TO WILLIAMSON BLVD	ADD LANES & RECONSTRUCT	$12,657	$0	$0	$0	$0	$7,099	$12,426	$4,466	$3,913,482	$195,531	$400,000	$2,190,000	$2,107,386	$884,708	$0	**$9,727,755**
429595-1	NORTH BOSTON AVENUE FROM JOHN THOMAS AVENUE TO LINDLEY BLVD	SIDEWALK	$411	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$411**
429943-1	SR15/600 (US 17-92) FROM VOORHIS AVE TO WISCONSIN AVE	PRELIMINARY ENGINEERING	$48	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$48**
430079-1	S SPRUCE CREEK RD FROM CENTRAL PARK BLVD N TO TAYLOR RD	SIDEWALK	$280,974	$2,250	$280	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$283,504**
430176-1	PIONEER TRAIL AT TURNBULL BAY ROAD INTERSECTION IMPROVEMENT	INTERSECTION IMPROVEMENT	$177	$1,845	$768	$181	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$2,971**
430178-1	SR 600 (US 92) AT SR 5A (NOVA RD) IMPROVE TRAFFIC SIGNAL	INTERSECTION IMPROVEMENT	$14	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$14**
430182-2	WASHINGTON AVENUE FROM SR15 (US17) TO PINE STREET	SIDEWALK	$13,933	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$13,933**
430183-1	SR 5 (US1) SIDEWALK FROM VOLCO ROAD TO JUST SOUTH OF WOODLEY AVENUE	SIDEWALK	$4,391	$1,678	$795	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$6,864**
430290-1	VOLUSIA-PARK & RIDE	PARK AND RIDE LOTS	$323,110	$1,953,975	$120,841	$238	$308	$350	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$2,398,822**
430339-1	SR A1A AT 3RD AVENUE RE-ALIGN NORTH APPROACH	INTERSECTION IMPROVEMENT	$0	$0	$0	$0	$0	$0	$0	$0	$44	$0	$0	$0	$0	$0	$0	**$44**
431403-1	VOLUSIA-VOLUSIA MPO PLANNING STUDIES SECTION 5303	PTO STUDIES	$0	$0	$230,528	$241,983	$190,788	$209,693	$247,839	$99,288	$0	$0	$0	$0	$0	$0	$0	**$1,220,119**
431748-1	SR 5 (US1) FROM W PUTNAM GROVE RD TO CANAL AVE	SIDEWALK	$40	$298	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$338**
431848-1	JIMMY ANN DRIVE, 500' S OF 5TH ST TO CARDI NAL DRIVE/WESTSIDE ELEMEN	SIDEWALK	$207,446	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$207,446**
431922-1	SR 44 AT KEPLER ROAD INTERSECTION IMPROVEMENTS	ROUNDABOUT	$0	$0	$0	$0	$1,330,580	$58,755	$304,882	$246,499	$1,528,114	$10,967,663	$0	$0	$0	$0	$0	**$14,436,493**
433311-2	VOLUSIA-SECTION 5311 RURAL TRANSPORTATION CAPITAL	CAPITAL FOR FIXED ROUTE	$0	$0	$0	$0	$0	$0	$0	$0	$0	$321,347	$0	$0	$0	$0	$0	**$321,347**
433615-1	SR 15 (US 17) FROM HAGSTROM RD TO WASHINGTON AVENUE	SIDEWALK	$590,756	$19,839	$120	$223	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$610,938**
433619-1	7TH STREET FROM B STREET TO S MYRTLE AVENUE	SIDEWALK	$625	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$625**
433622-1	CORONADO ELEMENTARY SCHOOL SIDEWALKS ON MICHIGAN AVE	SIDEWALK	$356	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$356**
433623-2	ORANGE AVE SIGNAL SYSTEM FROM SR 5A (NOVA) TO BEACH STREET	TRAFFIC SIGNAL UPDATE	$187,630	$1,016	$1,445	$203	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$190,294**
433666-1	HERBERT STREET WB RIGHT TURN LANE AT CLYDE MORRIS BLVD	ADD TURN LANE(S)	$239,625	$565	$336	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$240,526**
434455-1	SR 40 FROM INTERCHANGE BLVD TO I-95 SB RAMPS	ADD TURN LANE(S)	$209,329	$51,848	$602,432	$515	$110	$71	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$864,305**
434712-1	US 92 DAYTONABEACH AIRPORT SIS CONNECT W OF TOMOKA FARMS TO E BEACH ST	TRAFFIC OPS IMPROVEMENT	$1,860,314	$25,210	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$1,885,524**
434883-1	SR 600 (US 92) FROM MIDWAY AVE TO ADAMS ST	TRAFFIC SIGNALS	$545,589	$70,823	$28,897	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$645,309**
434885-1	SR 5 (US 1) AT VENTURE RD	TRAFFIC SIGNALS	$0	$212	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$212**
435248-1	SR 5 (US 1) AT 3RD STREET	TRAFFIC SIGNALS	$680	$455	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$1,135**
435404-1	SR 15/600 (US 17/92) FROM FIREHOUSE ROAD TO BERESFORD AVENUE	TRAFFIC SIGNALS	$23,611	$174	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$23,785**
435404-2	SR 15/600 (US 17/92) FROM FIREHOUSE ROAD TO BERESFORD AVENUE	TRAFFIC SIGNALS	$0	$0	$0	$0	$0	$0	$0	$0	$39,987	$565,500	$0	$0	$0	$0	$0	**$605,487**
435487-1	FLAGLER AVE SIDEWALK FROM 12TH ST TO WEST PARK AVE	SIDEWALK	$8	$0	$77	$375,916	$1,608	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$377,609**
435499-1	W. FRENCH AVE SIDEWALK FROM VALENTINE PARK TO N. CARPENTER AVE.	SIDEWALK	$36,945	$50,437	$333	$499,752	$113,461	$1,262	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$702,190**
435500-1	MCDONALD RD SIDEWALK FROM SAULS ST TO 6TH ST	SIDEWALK	$71,429	$7	$284,282	$1,596	$1,458	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$358,772**
435536-1	VICTORIA GARDENS FROM CLYDE MORRIS BLVD TO APPLEVIEW WAY	SIDEWALK	$0	$52,529	$198,055	$736	$610	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$251,930**
435539-1	N SPRUCE CREEK RD SIDEWALK FROM NOVA ROAD TO ANGELINA COURT	SIDEWALK	$0	$0	$63,054	$74	$246,944	$71,859	$1,540	$0	$0	$0	$0	$0	$0	$0	$0	**$383,471**
435588-1	MAGNOLIA STREET SIDEWALK FROM 6TH STREET TO 10TH STREET	SIDEWALK	$0	$0	$139,160	$2,573	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$141,733**
435596-1	SR A1A (ATLANTIC AVE) MAST ARM AT CARDINAL DRIVE	TRAFFIC SIGNALS	$0	$0	$0	$270,179	$4,472	$691,056	$52,342	$413	$0	$0	$0	$0	$0	$0	$0	**$1,018,462**
435675-1	SR 44 AT AIRPORT ROAD	TRAFFIC SIGNALS	$229,913	$24,106	$196	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$254,215**
435892-1	SOUTH WILLIAMSON BLVD EXTENSION FROM PIONEER TL TO AIRPORT ROAD	ADD LANES & RECONSTRUCT	$5,500,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$5,500,000**
435892-2	WILLIAMSON BLVD FROM STRICKLAND RANGE RD TO NORTH OF HAND AVE	ADD LANES & RECONSTRUCT	$0	$0	$0	$0	$2,000,000	$2,000,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$4,000,000**
436325-1	EVENT MANAGEMENT FOR DAYTONA BEACH	ITS SURVEILLANCE SYSTEM	$0	$290,194	$3,029,504	$172,103	$4,401	$231	$1,212	$0	$0	$0	$0	$0	$0	$0	$0	**$3,497,645**
436325-2	EVENT MANAGEMENT EXTENSION PHASE 2	ITS SURVEILLANCE SYSTEM	$0	$0	$0	$0	$493,002	$7,178	$1,965,560	$143,184	$25,195	$0	$0	$0	$0	$0	$0	**$2,634,119**

Table C-10 (continued)

Florida Department of Transportation, District 5 – Volusia County Work Program FY 2015 to FY 2029

ItemSeg	Description	Wkmx Description	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total
436366-1	SR 44 FROM PALMETTO STREET TO LIVE OAK STREET	TRAFFIC SIGNALS	$52	$324,007	$16,198	$56,709	$557,411	$446,116	$56,993	$975	$0	$0	$0	$0	$0	$0	$0	**$1,458,461**
436472-1	NSB CITYWIDE SIGNAL PRE-EMPTION SYSTEM	ATMS - ARTERIAL TRAFFIC MGMT	$0	$180,752	$1,317	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$182,069**
437121-1	US 1/PARK AVE FROM S OF PARK AVE TO N OF PARK AVE	TRAFFIC SIGNALS	$0	$0	$0	$0	$8,532	$388,539	$22,893	$7,054	$1,312	$1,656	$0	$0	$0	$0	$0	**$429,986**
437186-1	VOLUSIA-VOTRAN SEC 5339 SMALL URBAN BUS & BUS FACILITES CAPITAL PROJS	CAPITAL FOR FIXED ROUTE	$0	$423,011	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$423,011**
437842-1	US 17/92 FROM S I-4 RAMP TO N OF MINNESOTA AVENUE	TRAFFIC SIGNALS	$0	$0	$0	$125,027	$7,706	$2,115,225	$52,256	$71	$0	$0	$0	$0	$0	$0	$0	**$2,300,285**
438012-1	VOLUSIA-SECTION 5339 BUS & BUS FACILITIES	CAPITAL FOR FIXED ROUTE	$0	$125,000	$0	$0	$0	$0	$389,079	$0	$0	$0	$0	$0	$0	$0	$0	**$514,079**
438017-1	SR A1A @ HARVARD DRIVE	TRAFFIC SIGNAL UPDATE	$0	$0	$0	$204,443	$3,217	$641,134	$3,335	$0	$0	$0	$0	$0	$0	$0	$0	**$852,129**
438868-1	VOLUSIA-SEC 5339 SMALL URBAN CAPITAL	CAPITAL FOR FIXED ROUTE	$0	$163,083	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$163,083**
438968-2	SR 15A (TAYLOR RD) FROM SR 15 (US 17-92) TO 480 FT WEST OF SR 15	INTERSECTION IMPROVEMENT	$0	$0	$0	$484,428	$67,064	$27,700	$1,466,484	$54,933	$1,312	$0	$0	$0	$0	$0	$0	**$2,101,921**
438982-1	US 1/SR 5 FROM 6TH STREET TO FLOMICH STREET	TRAFFIC SIGNAL UPDATE	$0	$0	$20,732	$689,831	$32,966	$206,603	$261,602	$2,949,173	$118,384	$425,401	$0	$0	$0	$0	$0	**$4,704,692**
439144-1	SR 472 @ MINNESOTA AVE	ADD LEFT TURN LANE(S)	$0	$0	$631	$130,974	$17,671	$121,968	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$271,244**
439304-1	HOLSONBACK DRIVE FROM BILL FRANCE BLVD TO VOLUSIA CO HEALTH DEPT	SIDEWALK	$0	$96,266	$684	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$96,950**
439392-1	SR 44 AT GRAND AVE	ROUNDABOUT	$0	$2,049,803	$335,824	$0	$701	$0	$0	$0	$0	$3,438	$0	$0	$0	$0	$0	**$2,389,766**
439971-1	FREEMONT AVENUE FROM NILES STREET TO RIDGEWOOD AVENUE	SIDEWALK	$0	$0	$0	$390,528	$32,253	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$422,781**
439971-2	FREMONT AVENUE FROM NILES STREET TO RIDGEWOOD AVENUE	SIDEWALK	$0	$0	$0	$0	$0	$0	$0	$222,454	$1,596	$45	$0	$0	$0	$0	$0	**$224,095**
439972-1	NORTH STREET FROM CLYDE MORRIS BLVD TO NOVA ROAD	SIDEWALK	$0	$0	$259,359	$1,726	$258	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$261,343**
440092-1	CATALINA BOULEVARD @ HOWLAND BOULEVARD	ADD TURN LANE(S)	$0	$0	$210,812	$5,248	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$216,060**
440270-1	SR 40 ADAPTIVE SIGNAL SYSTEM	ATMS - ARTERIAL TRAFFIC MGMT	$0	$0	$0	$0	$115,951	$1,848,269	$12,502	$3,860	$0	$0	$0	$0	$0	$0	$0	**$1,980,582**
440787-1	SR 15A AT SR 44 - SOUTHBOUND RIGHT TURN LANE	ADD RIGHT TURN LANE(S)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,250,000	$0	$0	$0	$0	$0	**$1,250,000**
440798-1	VOLUSIA-RIVER TO SEA TPO PLANNING STUDIES	PTO STUDIES	$0	$0	$0	$0	$0	$0	$0	$237,621	$0	$0	$0	$0	$0	$0	$0	**$237,621**
440848-1	DELTONA LAKES/SPIRIT ELEMENTARY SIDEWALKS	SIDEWALK	$0	$0	$0	$0	$0	$713,376	$4,962	$0	$0	$0	$0	$0	$0	$0	$0	**$718,338**
440852-1	TOMOKA ELEMENTARY CONNECTOR SIDEWALK	SIDEWALK	$0	$0	$0	$0	$27,997	$122	$42	$0	$0	$0	$0	$0	$0	$0	$0	**$28,161**
440853-1	WILLIAMSON BLVD/HAND AVE PEDESTRIAN IMPROVEMENTS	SIDEWALK	$0	$0	$0	$0	$30,712	$0	$65	$0	$0	$0	$0	$0	$0	$0	$0	**$30,777**
440920-1	TIVOLI DRIVE @ PROVIDENCE BLVD TO SAXON BLVD	ADD TURN LANE(S)	$0	$0	$0	$0	$834,944	$6,035	$1,787	$0	$0	$0	$0	$0	$0	$0	$0	**$842,766**
441389-1	AMELIA AVE FROM VOORHIS AVE TO OHIO AVE	BIKE LANE/SIDEWALK	$0	$0	$0	$0	$0	$324,291	$28	$132	$2,193,002	$324,606	$0	$0	$0	$0	$0	**$2,842,059**
442316-1	SR 600 FROM HIGHLAND AVE TO MAINLAND H.S. ENTRANCE	TRAFFIC SIGNALS	$0	$0	$0	$237,667	$77,450	$66,549	$595	$0	$0	$3,576	$0	$0	$0	$0	$0	**$385,837**
442316-2	SR 600 AT HILTON AVE (DAYTONA STATE COLLEGE MAIN ENTRANCE)	TRAFFIC SIGNALS	$0	$0	$0	$156,781	$17,789	$50,189	$417	$0	$0	$11,706	$0	$0	$0	$0	$0	**$236,882**
442467-1	SR 15 / US 17-92 AT FORT FLORIDA RD	TRAFFIC SIGNALS	$0	$0	$0	$301,766	$66,127	$722,213	$9,513	$771	$0	$25,609	$0	$0	$0	$0	$0	**$1,125,999**
442499-1	SR 44 FROM AIRPORT RD TO E 3RD AVE.	TRAFFIC CONTROL DEVICES/SYSTEM	$0	$0	$0	$217,475	$214	$1,803,037	$159,377	$8,011	$0	$0	$0	$0	$0	$0	$0	**$2,188,114**
442522-1	SR 421 FROM SUMMER TREES RD TO SR 5 / A1A	TRAFFIC CONTROL DEVICES/SYSTEM	$0	$0	$0	$228,766	$272	$1,718,662	$182,971	$3,246	$0	$0	$0	$0	$0	$0	$0	**$2,133,917**
442932-1	SR 44 FROM SOUTHBOUND I-95 TO MEMORIAL MEDICAL PARKWAY	INTERCHANGE IMPROVEMENT	$0	$0	$0	$3,184	$866	$478,096	$1,774,792	$115,251	$4,776	$8,220	$0	$0	$0	$0	$0	**$2,385,185**
443236-1	DERBYSHIRE SIDEWALKS PHASE 1 - 3RD ST & VINE ST	SIDEWALK	$0	$0	$0	$0	$0	$545,846	$3,780	$7,167	$1,584	$91	$0	$0	$0	$0	$0	**$558,468**
443236-2	DERBYSHIRE SIDEWALKS PHASE II	SIDEWALK	$0	$0	$0	$0	$0	$0	$0	$0	$1,032	$375	$0	$0	$0	$0	$0	**$1,407**
443337-1	DELAND NORTHWEST INDUSTRIAL BUSINESS PARK ACCESS ROAD	NEW ROAD CONSTRUCTION	$0	$0	$0	$0	$998,266	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$998,266**
443394-1	CAMPBELL MIDDLE SCHOOL & TURIE T. SMALL ELEMENTARY SCHOOL SRTS	SIDEWALK	$0	$0	$0	$0	$0	$0	$0	$166,177	$179	$956,963	$0	$0	$0	$0	$0	**$1,123,319**
443991-1	BEACH ST COMPLETE STREETS RETROFIT FROM BAY ST TO MICHIGAN AVE	URBAN CORRIDOR IMPROVEMENTS	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$8,587,507	$0	$0	$0	$0	**$8,587,507**
444033-1	PORT ORANGE SIDEWALK GAPS	SIDEWALK	$0	$0	$0	$0	$0	$0	$0	$0	$131,358	$5,000	$71,175	$0	$0	$0	$0	**$207,533**
444033-2	PORT ORANGE SIDEWALK GAPS	SIDEWALK	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$356,446	$0	$0	$0	$0	**$356,446**
446232-1	SR 5 (US 1) AT BROADWAY AVE	TRAFFIC SIGNALS	$0	$0	$0	$0	$0	$209,142	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$209,142**
446285-1	WILLOW RUN BOULEVARD FROM HARMS WAYTO CLYDE MORRIS BOULEVARD	SIDEWALK	$0	$0	$0	$0	$0	$0	$0	$0	$93,624	$1,000	$70,743	$0	$0	$0	$0	**$165,367**
446285-2	WILLOW RUN BOULEVARD FROM HARMS WAYTO CLYDE MORRIS BOULEVARD	SIDEWALK	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$418,394	$0	$0	$0	$0	**$418,394**
446544-1	SR A1A @ WILLIAMS AVE SIGNAL RECONSTRUCTION	TRAFFIC SIGNALS	$0	$0	$0	$0	$0	$0	$235,189	$9,822	$241	$1,513,046	$0	$0	$0	$0	$0	**$1,758,298**
446558-1	SR-472 AND MINNESOTA AVE INTERSECTION IMPROVEMENT	INTERSECTION IMPROVEMENT	$0	$0	$0	$0	$0	$0	$214,918	$23,239	$1,375,241	$248,288	$0	$0	$0	$0	$0	**$1,861,686**
447019-1	REED CANAL ROAD SIDEWALK PROJECT FROM NOVA ROAD TO US1	SIDEWALK	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$2,271,691	$0	$0	$0	**$2,271,691**
447019-2	REED CANAL ROAD SIDEWALK PROJECT FROM NOVA ROAD TO US1	SIDEWALK	$0	$0	$0	$0	$0	$0	$0	$0	$0	$391,022	$0	$0	$0	$0	$0	**$391,022**
447698-1	SR 600 AT THE INTERSECTION OF LOCKHART ST	TRAFFIC CONTROL DEVICES/SYSTEM	$0	$0	$0	$375	$0	$0	$773	$577,420	$25,162	$110,226	$0	$838,220	$0	$0	$0	**$1,552,176**
447712-1	PIONEER TRAIL / TOMOKA FARMS RD ROUNDABOUT	INTERSECTION IMPROVEMENT	$0	$0	$0	$0	$0	$0	$0	$0	$0	$2,437,749	$0	$0	$0	$0	$0	**$2,437,749**
447712-2	PIONEER TRAIL / TOMOKA FARMS RD ROUNDABOUT	INTERSECTION IMPROVEMENT	$0	$0	$0	$0	$0	$0	$500,000	$0	$0	$0	$0	$0	$0	$0	$0	**$500,000**
447833-1	CLYDE MORRIS BLVD @ WILLOW RUN BLVD, MADELINE AVE, & REED CANAL RD	ADD RIGHT TURN LANE(S)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$251,775	$0	$299,773	$0	**$551,548**
448456-1	LPGA BLVD FROM US 92 (SR 600) TO WILLIAMSON BLVD	PD&E/EMO STUDY	$0	$0	$0	$0	$0	$0	$12,560	$10,258,267	$28,731	$1,280,491	$0	$0	$1,140,892	$5,800,000	$3,251,055	**$21,771,996**
448772-1	WILLIAMSON BLVD/WILLOW RUN BLVD FROM S OF TOWN PARK DR TO CHARDONNAY	SIDEWALK	$0	$0	$0	$0	$0	$0	$0	$0	$156,581	$5,000	$93,151	$0	$0	$0	$0	**$254,732**
448772-2	WILLIAMSON BLVD/WILLOW RUN BLVD FROM S OF TOWN PARK DR TO CHARDONNAY	SIDEWALK	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$515,239	$0	$0	$0	$0	**$515,239**
448786-1	US-1 FROM AIRPORT RD TO BROADWAY AVE	SIDEWALK	$0	$0	$0	$0	$0	$0	$0	$0	$0	$498,702	$0	$0	$0	$4,516,483	$0	**$5,015,185**
449235-1	SR 600 / US 17-92 AND ENTERPRISE RD INTERSECTION	INTERSECTION IMPROVEMENT	$0	$0	$0	$0	$0	$0	$0	$384	$539,646	$16,134	$2,232,095	$0	$0	$0	$0	**$2,788,259**
449469-1	LPGA BOULEVARD & JIMMY ANN DRIVE INTERSECTION	TRAFFIC SIGNALS	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$996,174	$0	$0	$0	$0	**$996,174**
449770-1	DUNLAWTON AVENUE TURN LANES VARIOUS LOCATIONS	INTERSECTION IMPROVEMENT	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$261,846	$0	$3,455,262	$0	$0	**$3,717,108**
449770-2	DUNLAWTON AVENUE TUR N LANES VARIOUS LOCATIONS	INTERSECTION IMPROVEMENT	$0	$0	$0	$0	$0	$0	$0	$0	$547,991	$0	$0	$0	$0	$0	$0	**$547,991**
449788-1	SR 44 FROM W OF COATES DR TO E OF CANAL ST	INTERSECTION IMPROVEMENT	$0	$0	$0	$0	$0	$0	$0	$110,530	$44,703	$13,399	$0	$0	$0	$0	$0	**$168,632**
450247-1	PONCE INLET MOBILITY SEGMENT 1	SIDEWALK	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,783,580	$0	$0	$0	**$1,783,580**
450247-2	PONCE INLET MOBILITY SEGMENT 2	SIDEWALK	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,855,066	$0	$0	$0	**$1,855,066**
450247-3	PONCE INLET MOBILITY SEGMENT 3	SIDEWALK	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$2,507,517	$0	$0	$0	**$2,507,517**
452354-1	RHODE ISLAND/LEAVITT AVE ROUNDABOUT	ROUNDABOUT	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,351,936	$0	$0	$0	$0	$0	**$1,351,936**
452480-2	5310 DIST CAP - PORT ORANGE/DAYTONA UZA - CONKLIN DAVIS CENER FOR VI	CAPITAL FOR FIXED ROUTE	$0	$0	$0	$0	$0	$0	$0	$0	$260,851	$0	$0	$0	$0	$0	$0	**$260,851**
452543-1	VOLUSIA COUNTY-VOTRAN INTERMODAL DEVELOPMENT FEASIBILITY STUDY	PTO STUDIES	$0	$0	$0	$0	$0	$0	$0	$0	$100,000	$0	$0	$0	$0	$0	$0	**$100,000**

Table C-10 (continued)

Florida Department of Transportation, District 5 – Volusia County Work Program FY 2015 to FY 2029

ItemSeg	Description	Wkmx Description	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total
453221-1	ORMOND BEACH AIRPORT BUSINESS PARK	NEW ROAD CONSTRUCTION	$0	$0	$0	$0	$0	$0	$0	$0	$0	$750,000	$0	$0	$0	$0	$0	**$750,000**
453318-1	PEDESTRIAN SAFETY PROJECT ON MOVABLE BRIDGES (VOLUSIA)	OTHER ITS	$0	$0	$0	$0	$0	$0	$0	$0	$0	$106,006	$0	$0	$0	$0	$0	**$106,006**
453472-1	US 1 AT RHODE ISLAND EMERGENCY SIGNAL	TRAFFIC SIGNALS	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$389,808	$0	$0	$0	$0	**$389,808**
453472-2	US 1 AT RHODE ISLAND EMERGENCY SIGNAL	TRAFFIC SIGNALS	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$30,043	$0	$0	$0	$0	**$30,043**
453490-1	SOUTH DAYTONA TRAFFIC CAMERA NETWORK	TRAFFIC CONTROL DEVICES/SYSTEM	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$190,800	$0	$1,415,212	$0	$0	**$1,606,012**
454186-1	5311 CAPITAL-VOLUSIA COUNTY	CAPITAL FOR FIXED ROUTE	$0	$0	$0	$0	$0	$0	$0	$0	$0	$249,638	$0	$0	$0	$0	$0	**$249,638**
454286-1	DR. MLK JR. BLVD AND ORANGE CAMP RD INTERSECTION IMPROVEMENTS	INTERSECTION IMPROVEMENT	$0	$0	$0	$0	$0	$0	$0	$0	$0	$552,642	$0	$0	$0	$0	$0	**$552,642**
Total			**$16,804,464**	**$8,604,963**	**$12,612,481**	**$10,597,185**	**$17,408,712**	**$21,902,525**	**$10,454,867**	**$20,055,615**	**$33,267,483**	**$37,867,526**	**$17,745,211**	**$14,463,421**	**$9,516,337**	**$12,882,058**	**$5,993,951**	**$250,176,799**
5-Year Subtotals						**2015 to 2019:**	**$66,027,805**				**2020 to 2024:**	**$123,548,016**				**2025 to 2029:**	**$60,600,978**	

Source: Florida Department of Transportation, District 5

Table C-11

Average Motor Fuel Efficiency – Excluding Interstate Travel

Travel Vehicle Miles of Travel (VMT) @			
	22.8	**7.3**	
Other Arterial Rural	329,742,000,000	52,696,000,000	382,438,000,000
Other Rural	325,232,000,000	32,997,000,000	358,229,000,000
Other Urban	1,485,169,000,000	102,144,000,000	1,587,313,000,000
Total	***2,140,143,000,000***	***187,837,000,000***	***2,327,980,000,000***

Percent VMT	
@ 22.8 mpg	**@ 7.3 mpg**
86%	14%
91%	9%
94%	6%
92%	**8%**

Fuel Consumed			
	Gallons @ 22.8 mpg	**Gallons @ 7.3 mpg**	
Other Arterial Rural	14,462,368,421	7,218,630,137	21,680,998,558
Other Rural	14,264,561,404	4,520,136,986	18,784,698,390
Other Urban	65,138,991,228	13,992,328,767	79,131,319,995
Total	***93,865,921,053***	***25,731,095,890***	***119,597,016,943***

Total Mileage and Fuel	
2,327,980	**miles (millions)**
119,597	**gallons (millions)**
19.47	**mpg**

Source: U.S. Department of Transportation, Federal Highway Administration, *Highway Statistics 2022* , Section V, Table VM-1
Annual Vehicle Distance Traveled in Miles and Related Data - 2022 by Highway Category and Vehicle Type
http://www.fhwa.dot.gov/policyinformation/statistics.cfm

Table C-12

Annual Vehicle Distance Traveled in Miles and Related Data (2022) – By Highway Category and Vehicle Type[1/]

ANNUAL VEHICLE DISTANCE TRAVELED IN MILES AND RELATED DATA - 2022[(1)]
BY HIGHWAY CATEGORY AND VEHICLE TYPE

Updated: February 2024 **TABLE VM-1**

YEAR	ITEM	LIGHT DUTY VEHICLES SHORT WB[(2)]	MOTOR-CYCLES	BUSES	LIGHT DUTY VEHICLES LONG WB[(2)]	SINGLE-UNIT TRUCKS[(3)]	COMBINATION TRUCKS	SUBTOTALS		ALL MOTOR VEHICLES
								ALL LIGHT VEHICLES[(2)]	SINGLE-UNIT 2-AXLE 6-TIRE OR MORE AND COMBINATION TRUCKS	
	Motor-Vehicle Travel (millions of vehicle-miles):									
2022	Interstate Rural	148,757	1,164	1,601	50,143	11,677	61,652	**198,900**	**73,328**	274,993
2022	Other Arterial Rural	229,877	2,233	2,231	99,865	19,332	33,364	**329,742**	**52,696**	386,901
2022	Other Rural	221,526	3,294	2,293	103,707	19,890	13,106	**325,232**	**32,997**	363,816
2022	All Rural	600,160	6,691	6,125	253,714	50,899	108,122	853,874	159,021	1,025,711
2022	Interstate Urban	378,935	2,842	2,624	104,686	20,397	49,710	**483,621**	**70,108**	559,194
2022	Other Urban	1,158,710	14,232	9,741	326,459	64,928	37,216	**1,485,169**	**102,144**	1,611,287
2022	All Urban	1,537,646	17,074	12,365	431,144	85,325	86,927	1,968,790	172,252	2,170,481
2022	Total Rural and Urban[(5)]	2,137,805	23,765	18,490	684,859	136,224	195,049	2,822,664	331,272	3,196,191
2022	Number of motor vehicles registered[(2)]	197,080,414	9,567,664	954,119	61,464,968	11,083,997	3,249,824	258,545,382	14,333,821	283,400,986
2022	Average miles traveled per vehicle	10,847	2,484	19,379	11,142	12,290	60,018	10,917	23,111	11,278
2022	Person-miles of travel (millions)[(4)]	3,284,669	24,369	391,991	1,007,240	136,224	195,049	4,291,909	331,272	5,039,542
2022	Fuel consumed (thousand gallons)	86,040,199	540,572	2,497,605	37,939,063	17,180,850	28,218,175	123,979,262	45,399,024	172,416,463
2022	Average fuel consumption per vehicle (gallons)	437	56	2,618	617	1,550	8,683	480	3,167	608
2022	Average miles traveled per gallon of fuel consumed	24.8	44.0	7.4	18.1	7.9	6.9	**22.8**	**7.3**	18.5

(1) The FHWA estimates national trends by using State reported Highway Performance and Monitoring System (HPMS) data, fuel consumption data (MF-21), vehicle registration data (MV-1), other data such as the R.L. Polk vehicle data, and a host of modeling techniques.

(2) Light Duty Vehicles Short WB - passenger cars, light trucks, vans and sport utility vehicles with a wheelbase (WM) equal to or less than 121 inches. Light Duty Vehicles Long WB - large passenger cars, vans, pickup trucks, and sport/utility vehicles with wheelbases (WB) larger than 121 inches. All Light Duty Vehicles - passenger cars, light trucks, vans and sport utility vehicles regardless of wheelbase.

(3) Single-Unit - single frame trucks that have 2-Axles and at least 6 tires or a gross vehicle weight rating exceeding 10,000 lbs.

(4) For 2021 and 2020, the vehicle occupancy is estimated by the FHWA from the 2017 National Household Travel Survey (NHTS) and the annual R.L. Polk Vehicle registration data; For single unit truck and heavy trucks, 1 motor vehicle mile traveled = 1 person-mile traveled.

(5) VMT data are based on the latest HPMS data available; it may not match previous published results.

Appendix D
Calculated Multi-Modal Transportation Impact Fee Schedule

Appendix D: Calculated MMTIF Schedule

This Appendix presents the detailed impact fee calculations for each land use in the City of New Smyrna Beach multi-modal transportation impact fee schedule.

- Table D-1: Calculated Multi-Modal Transportation Impact Fee Schedule
- Table D-2: Summary of Impact Fee Changes and F.S. 163.31801 Capped Rates
    - This table includes the 50 percent capped rates for the City, pursuant to Florida Statutes 163.31801

Table D-1

City of New Smyrna Beach Calculated Multi-Modal Transportation Impact Fee Schedule

	Gasoline Tax						Unit Cost per Lane Mile:	$3,681,000								Interstate/Toll Facility Adjustment Factor:	27.2%			
	$ per gallon to capital:	$0.118		City Revenues:	$0.001		Average VMC per Lane Mile:	14,500								Cost per PMC:	$262.77			
	Facility life (years):	25		County Revenues:	$0.051		Fuel Efficiency:	19.47 mpg												
	Interest rate:	4.40%		State Revenues:	$0.066		Effectivedays per year:	365												

ITE LUC	Land Use	Unit	Trip Rate	Trip Rate Source	Assessable Trip Length	Total Trip Length	Trip Length Source	Percent New Trips	% New Trips Source	Net VMT[1]	Person-Trip Factor	Net PMT	Total Impact Cost	Annual Gas Tax	Gas Tax Credit	Net Multi-Modal Impact Fee	Volusia County Impact Fee[2]	New Smyrna Beach Portion[3]	Current Impact Fee[4]	% Change
	RESIDENTIAL:																			
210	Single Family (Detached)	du	7.81	Appendix A: LUC 210	6.62	7.12	Appendix A: LUC 210	100%	n/a	18.82	1.44	27.10	$7,121	$62	$929	**$6,192**	$5,464	**$728**	$1,752	-58%
215	Single Family (Attached)	du	6.77	Appendix A: LUC 215	6.62	7.12	Same as LUC 210	100%	n/a	16.31	1.44	23.49	$6,173	$53	$794	**$5,379**	$4,733	**$646**	$1,043	-38%
220	Multi-Family Housing (Low-Rise, 1-3 floors)	du	6.74	ITE 11th Edition	5.21	5.71	Appendix A: LUC 220/221/222	100%	n/a	12.78	1.44	18.40	$4,837	$43	$644	**$4,193**	$3,700	**$493**	$1,043	-53%
221/222	Multi-Family Housing (Mid/High-Rise, 4+ floors)	du	4.54	ITE 11th Edition	5.21	5.71	Appendix A: LUC 220/221/222	100%	n/a	8.61	1.44	12.40	$3,258	$29	$434	**$2,824**	$2,489	**$335**	$632	-47%
240	Mobile Home Park	du	4.17	Appendix A: LUC 240	4.60	5.10	Appendix A: LUC 240	100%	n/a	6.98	1.44	10.05	$2,642	$24	$360	**$2,282**	$1,903	**$379**	$644	-41%
	LODGING:																			
310	Hotel	room	5.56	Appendix A: LUC 310	6.26	6.76	Appendix A: LUC 310	66%	Appendix A: LUC 310	8.36	1.44	12.04	$3,164	$27	$405	**$2,759**	$2,387	**$372**	$966	-61%
320	Motel	room	3.35	ITE 11th Edition	4.34	4.84	Appendix A: LUC 320	77%	Appendix A: LUC 320	4.07	1.44	5.86	$1,542	$14	$210	**$1,332**	$1,175	**$157**	$387	-59%
	RECREATION:																			
411	Public Park	acre	0.78	ITE 11th Edition	5.15	5.65	Same as LUC 710	90%	Based on LUC 710	1.32	1.44	1.90	$498	$4	$60	**$438**	$309	**$129**	$54	139%
416	Campground/RV Park	site	1.62	ITE 11th Edition (Adjusted)[5]	4.60	5.10	Same as LUC 240	100%	Same as Residential Land Uses	2.71	1.44	3.90	$1,026	$9	$135	**$891**	$607	**$284**	$644	-56%
420	Marina	boat berth	2.41	ITE 11th Edition	6.62	7.12	Same as LUC 210	90%	Based on LUC 710	5.23	1.44	7.53	$1,978	$17	$255	**$1,723**	$1,269	**$454**	$173	162%
445	Movie Theater	1,000 sf	82.30	Appendix A: LUC 445	2.24	2.74	Appendix A: LUC 445	87%	Appendix A: LUC 445	58.38	1.44	84.07	$22,091	$217	$3,251	**$18,840**	$15,998	**$2,842**	$4,226	-33%
	INSTITUTIONS:																			
520	Elementary School (Private)	student	2.27	ITE 11th Edition	3.31	3.81	50% of LUC 210 based on Transp. Modeling	80%	Based on LUC 710 (adjusted)[6]	2.19	1.44	3.15	$828	$8	$120	**$708**	$523	**$185**	$36	414%
522	Middle/Junior High School (Private)	student	2.10	ITE 11th Edition	3.31	3.81	50% of LUC 210 based on Transp. Modeling	80%	Based on LUC 710 (adjusted)[6]	2.02	1.44	2.91	$766	$7	$105	**$661**	$489	**$172**	$32	438%
525	High School (Private)	student	1.94	ITE 11th Edition	3.31	3.81	50% of LUC 210 based on Transp. Modeling	90%	Based on LUC 710	2.10	1.44	3.02	$796	$7	$105	**$691**	$497	**$194**	$43	351%
540/ 550	University/Junior College (7,500 or fewer students) (Private)	student	2.00	ITE Regression Analysis	6.62	7.12	Same as LUC 210	90%	Based on LUC 710	4.34	1.44	6.25	$1,641	$14	$210	**$1,431**	$1,050	**$381**	$131	191%
	University/Junior College (more than 7,500 students) (Private)	student	1.50	ITE Regression Analysis	6.62	7.12	Same as LUC 210	90%	Based on LUC 710	3.25	1.44	4.68	$1,231	$11	$165	**$1,066**	$793	**$273**	$76	259%
560	Church	1,000 sf	7.60	ITE 11th Edition	3.93	4.43	Midpoint of LUC 710 & LUC 820 (App. A)	90%	Based on LUC 710	9.78	1.44	14.08	$3,702	$34	$509	**$3,193**	$2,350	**$843**	$447	89%
565	Day Care Center	1,000 sf	49.63	Appendix A: LUC 565	2.03	2.53	Appendix A: LUC 565	73%	Appendix A: LUC 565	26.77	1.44	38.55	$10,130	$101	$1,513	**$8,617**	$6,230	**$2,387**	$650	267%
	MEDICAL:																			
610	Hospital	1,000 sf	10.77	ITE 11th Edition	6.62	7.12	Same as LUC 210	78%	Midpoint of LUC 310 & LUC 720	20.24	1.44	29.15	$7,660	$66	$989	**$6,671**	$5,720	**$951**	$691	38%
620	Nursing Home	1,000 sf	6.75	ITE 11th Edition	2.59	3.09	Appendix A: LUC 620	89%	Appendix A: LUC 620	5.66	1.44	8.15	$2,143	$21	$315	**$1,828**	$1,610	**$218**	$429	-49%
	OFFICE:																			
710	General Office	1,000 sf	10.84	ITE 11th Edition	5.15	5.65	Appendix A: LUC 710	92%	Appendix A: LUC 710	18.70	1.44	26.93	$7,074	$62	$929	**$6,145**	$5,400	**$745**	$1,293	-42%
720	Medical Office/Clinic 10,000 sq ft or less	1,000 sf	23.83	Appendix A: LUC 720 (Small Medical Office)	5.55	6.05	Appendix A: LUC 720	89%	Appendix A: LUC 720	42.85	1.44	61.70	$16,212	$142	$2,127	**$14,085**	$11,110	**$2,975**	$4,762	-38%
	Medical Office/Clinic greater than 10,000 sq ft	1,000 sf	34.21	Appendix A: LUC 720	5.55	6.05	Appendix A: LUC 720	89%	Appendix A: LUC 720	61.51	1.44	88.57	$23,274	$204	$3,056	**$20,218**	$16,000	**$4,218**	$4,762	-11%
	RETAIL:																			
822	Retail less than 40,000 sfgla	1,000 sfgla	54.45	ITE 11th Edition	1.48	1.98	Appendix A: Fig. A-1 (19k sq ft)	48%	Appendix A: Fig. A-2 (19k sq ft)	14.08	1.44	20.28	$5,328	$57	$854	**$4,474**	$3,210	**$1,264**	$2,080	-39%
821	Retail 40,000 to 150,000 sfgla	1,000 sfgla	67.52	ITE 11th Edition	1.94	2.44	Appendix A: Fig. A-1 (59k sq ft)	57%	Appendix A: Fig. A-2 (59k sq ft)	27.18	1.44	39.14	$10,284	$104	$1,558	**$8,726**	$6,320	**$2,406**	$2,080	16%
820	Retail greater than 150,000 sfgla	1,000 sfgla	37.01	ITE 11th Edition	2.80	3.30	Appendix A: Fig. A-1 (538k sq ft)	75%	Appendix A: Fig. A-2 (538k sq ft)	28.29	1.44	40.74	$10,705	$101	$1,513	**$9,192**	$6,710	**$2,482**	$2,080	19%
840/841	New/Used Auto Sales	1,000 sf	24.58	Appendix A: LUC 840/841	4.60	5.10	Appendix A: LUC 840/841	79%	Appendix A: LUC 840/841	32.51	1.44	46.81	$12,303	$110	$1,648	**$10,655**	$7,830	**$2,825**	$2,718	4%
850	Supermarket	1,000 sf	94.48	Appendix A: LUC 850	2.08	2.58	Appendix A: LUC 850	56%	Appendix A: LUC 850	40.06	1.44	57.69	$15,158	$151	$2,262	**$12,896**	$9,350	**$3,546**	$3,487	2%

Table D-1 (continued)

City of New Smyrna Beach Calculated Multi-Modal Transportation Impact Fee Schedule

ITE LUC	Land Use	Unit	Trip Rate	Trip Rate Source	Assessable Trip Length	Total Trip Length	Trip Length Source	Percent New Trips	% New Trips Source	Net VMT[1]	Person-Trip Factor	Net PMT	Total Impact Cost	Annual Gas Tax	Gas Tax Credit	Net Multi-Modal Impact Fee	Volusia County Impact Fee[2]	New Smyrna Beach Portion[3]	Current Impact Fee[4]	% Change
	RETAIL:																			
862	Home Improvement Superstore	1,000 sf	30.74	ITE 11th Edition	2.33	2.83	Appendix A: Fig. A-1 (135k sq ft)	64%	Appendix A: Fig. A-2 (135k sq ft)	16.69	1.44	24.03	$6,314	$62	$929	**$5,385**	$3,940	**$1,445**	$3,993	-64%
880/ 881	Pharmacy with & without Drive-Thru	1,000 sf	103.86	Appendix A: LUC 880/881	2.08	2.58	Appendix A: LUC 880/881	32%	Appendix A: LUC 880/881	25.16	1.44	36.23	$9,521	$95	$1,423	**$8,098**	$5,870	**$2,228**	$1,681	33%
890	Furniture Store	1,000 sf	6.30	ITE 11th Edition	6.09	6.59	Appendix A: LUC 890	54%	Appendix A: LUC 890	7.54	1.44	10.86	$2,854	$25	$375	**$2,479**	$1,830	**$649**	$578	12%
	SERVICES:																			
911	Bank/Savings Walk-In	1,000 sf	57.94	ITE 11th Edition (Adjusted)[7]	2.46	2.96	Same as LUC 912	46%	Same as LUC 912	23.87	1.44	34.37	$9,030	$87	$1,303	**$7,727**	$5,620	**$2,107**	$1,877	12%
912	Bank/Savings Drive-In	1,000 sf	103.73	Appendix A: LUC 912	2.46	2.96	Appendix A: LUC 912	46%	Appendix A: LUC 912	42.73	1.44	61.53	$16,167	$156	$2,337	**$13,830**	$10,060	**$3,770**	$3,171	19%
931	Fine Dining (Low-Turnover) Restaurant	1,000 sf	86.03	Appendix A: LUC 931	3.14	3.64	Appendix A: LUC 931	77%	Appendix A: LUC 931	75.71	1.44	109.02	$28,649	$267	$4,000	**$24,649**	$18,040	**$6,609**	$5,602	18%
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	479.17	Appendix A: LUC 934	2.05	2.55	Appendix A: LUC 934	58%	Appendix A: LUC 934	207.38	1.44	298.63	$78,471	$784	$11,746	**$66,725**	$52,410	**$14,315**	$15,413	-7%
943	Automobile Parts and Service Center	1,000 sf	16.60	ITE 11th Edition	3.62	4.12	Same as LUC 942 (Appendix A)	72%	Same as LUC 942 (Appendix A)	15.75	1.44	22.68	$5,959	$54	$809	**$5,150**	$3,770	**$1,380**	$1,186	16%
944	Gas Station w/Convenience Market <2,000 sq ft	fuel pos.	172.01	ITE 11th Edition	1.90	2.40	Appendix A: LUC 944	23%	Appendix A: LUC 944	27.36	1.44	39.40	$10,353	$105	$1,573	**$8,780**	$6,367	**$2,413**	$1,117	116%
945	Gas Station w/Convenience Market 2,000-5,499 sq ft	fuel pos.	264.38	ITE 11th Edition (Adjusted)[8]	1.90	2.40	Same as LUC 944	23%	Same as LUC 944	42.05	1.44	60.55	$15,913	$161	$2,412	**$13,501**	$9,789	**$3,712**	$3,311	12%
	Gas Station w/Convenience Market 5,500+ sq ft	fuel pos.	345.75	ITE 11th Edition	1.90	2.40	Same as LUC 944	23%	Same as LUC 944	55.00	1.44	79.20	$20,811	$211	$3,161	**$17,650**	$12,806	**$4,844**	$4,723	3%
	INDUSTRIAL:																			
110	General Light Industrial	1,000 sf	4.87	ITE 11th Edition	5.15	5.65	Same as LUC 710	92%	Same as LUC 710	8.40	1.44	12.10	$3,178	$28	$419	**$2,759**	$2,420	**$339**	$519	-35%
140	Manufacturing	1,000 sf	4.75	ITE 11th Edition	5.15	5.65	Same as LUC 710	92%	Same as LUC 710	8.19	1.44	11.79	$3,100	$27	$405	**$2,695**	$2,360	**$335**	$519	-35%
150	Warehousing	1,000 sf	1.71	ITE 11th Edition	5.15	5.65	Same as LUC 710	92%	Same as LUC 710	2.95	1.44	4.25	$1,116	$10	$150	**$966**	$850	**$116**	$232	-50%
151	Mini-Warehouse	1,000 sf	1.46	Appendix A: LUC 151	3.51	4.01	Midpoint of LUC 710 & LUC 820 (50k sq ft)	92%	Same as LUC 710	1.72	1.44	2.48	$649	$6	$90	**$559**	$500	**$59**	$203	-71%

1) Net VMT calculated as ((Trip Generation Rate* Trip Length* % New Trips)*(1-Interstate/Toll Facility Adjustment Factor)/2). This reflects the unit of vehicle miles of capacity consumed per unit of development and is multiplied by the cost per vehicle
2) Source: Volusia County. Rates for marina and school uses were estimated using impact fee calculations presented in the *Volusia County Impact Fee Study, Final Report, September 30, 2022*
3) Net multi-modal impact fee minus the Volusia County impact fee
4) Source: City of New Smyrna Beach. Current rates for school (per student) and gas station (per fuel position) were estimated using the trip generation rate ratios from ITE 10th and 11th Editions
5) The ITE 11th Edition trip generation rate was adjusted to reflect the average occupancy rate of 60 percent based on data provided by the Florida Association of RV Parks and Campgrounds
6) The percent new trips for schools was estimated at 90% based on LUC 710 but was then adjusted to 80% to provide a conservative fee rate. This adjustment reflects the nature of elementary and middle school uses where attendees are typically dropped off by parents/guardians on their way to another destination
7) The ITE 11th Edition trip generation rate for PM Peak Hour of Adjacent traffic was adjusted by the ratio of Daily to PM Peak Hour for LUC 912 to approximate a daily TGR
8) Due to only slight variation, the trip generation rates for LUC 945 2,000 to 3,999 sq ft and 4,000 to 5,499 sq ft were combined into a weighted average trip generation rate for a single land use tier of 2,000 to 5,499 sq ft

Table D-2

Summary of Impact Fee Changes and F.S. 163.31801 Capped Rates

ITE	Land Use	Unit	Calculated Impact Fee Rate[1]	Volusia Co. Impact Fee Rate[2]	New Smyrna Beach Portion[3]	Current New Smyrna Beach Rate[4]	% Change	F.S. 163.31801 Cap[5]	% Change
RESIDENTIAL:									
210	Single Family Detached	du	$6,192	$5,464	**$728**	$1,752	-58%	**$728**	-58%
215	Single Family (Attached)	du	$5,379	$4,733	**$646**	$1,043	-38%	**$646**	-38%
220	Multi-Family Housing (Low-Rise, 1-3 floors)	du	$4,193	$3,700	**$493**	$1,043	-53%	**$493**	-53%
221/222	Multi-Family Housing (Mid/High-Rise, 4+ floors)	du	$2,824	$2,489	**$335**	$632	-47%	**$335**	-47%
240	Mobile Home Park	du	$2,282	$1,903	**$379**	$644	-41%	**$379**	-41%
LODGING:									
310	Hotel	room	$2,759	$2,387	**$372**	$966	-61%	**$372**	-61%
320	Motel	room	$1,332	$1,175	**$157**	$387	-59%	**$157**	-59%
RECREATION:									
411	Public Park	acre	$438	$309	**$129**	$54	139%	**$81**	50%
416	Campground/RV Park	site	$891	$607	**$284**	$644	-56%	**$284**	-56%
420	Marina	boat berth	$1,723	$1,269	**$454**	$173	162%	**$259**	50%
445	Movie Theater	1,000 sf	$18,840	$13,670	**$5,170**	$4,226	22%	**$5,170**	22%
INSTITUTIONS:									
520	Elementary School (Private)	student	$708	$523	**$185**	$36	414%	**$54**	50%
522	Middle/Junior High School (Private)	student	$661	$489	**$172**	$32	438%	**$48**	50%
525	High School (Private)	student	$691	$497	**$194**	$43	351%	**$64**	49%
540/550	University/Junior College (7,500 or fewer students) (Private)	student	$1,431	$1,050	**$381**	$131	191%	**$196**	50%
	University/Junior College (more than 7,500 students) (Private)	student	$1,066	$793	**$273**	$76	259%	**$114**	50%
560	Church	1,000 sf	$3,193	$2,350	**$843**	$447	89%	**$670**	50%
565	Day Care Center	1,000 sf	$8,617	$6,230	**$2,387**	$650	267%	**$975**	50%
MEDICAL:									
610	Hospital	1,000 sf	$6,671	$5,720	**$951**	$691	38%	**$951**	38%
620	Nursing Home	1,000 sf	$1,828	$1,610	**$218**	$429	-49%	**$218**	-49%
OFFICE:									
710	General Office	1,000 sf	$6,145	$5,400	**$745**	$1,293	-42%	**$745**	-42%
720	Medical Office/Clinic 10,000 sq ft or less	1,000 sf	$14,085	$11,110	**$2,975**	$4,762	-38%	**$2,975**	-38%
	Medical Office/Clinic greater than 10,000 sq ft	1,000 sf	$20,218	$16,000	**$4,218**	$4,762	-11%	**$4,218**	-11%
RETAIL:									
822	Retail less than 40,000 sfgla	1,000 sfgla	$4,474	$3,210	**$1,264**	$2,080	-39%	**$1,264**	-39%
821	Retail 40,000 to 150,000 sfgla	1,000 sfgla	$8,726	$6,320	**$2,406**	$2,080	16%	**$2,406**	16%
820	Retail greater than 150,000 sfgla	1,000 sfgla	$9,192	$6,710	**$2,482**	$2,080	19%	**$2,482**	19%
840/841	New and Used Car Sales	1,000 sf	$10,655	$7,830	**$2,825**	$2,718	4%	**$2,825**	4%
850	Supermarket	1,000 sf	$12,896	$9,350	**$3,546**	$3,487	2%	**$3,546**	2%
862	Home Improvement Superstore	1,000 sf	$5,385	$3,940	**$1,445**	$3,993	-64%	**$1,445**	-64%
880	Pharmacy with & without Drive-Thru	1,000 sf	$8,098	$5,870	**$2,228**	$1,681	33%	**$2,228**	33%
890	Furniture Store	1,000 sf	$2,479	$1,830	**$649**	$578	12%	**$649**	12%

Table D-2 (continued)

Summary of Impact Fee Changes and F.S. 163.31801 Capped Rates

ITE	Land Use	Unit	Calculated Impact Fee Rate[1]	Volusia Co. Impact Fee Rate[2]	New Smyrna Beach Portion[3]	Current New Smyrna Beach Rate[4]	% Change	F.S. 163.31801 Cap[5]	% Change
SERVICES:									
911	Bank/Savings Walk-In	1,000 sf	$7,727	$5,620	**$2,107**	$1,877	12%	**$2,107**	12%
912	Bank/Savings Drive-In	1,000 sf	$13,830	$10,060	**$3,770**	$3,171	19%	**$3,770**	19%
931	Fine Dining (Low Turnover) Restaurant	1,000 sf	$24,649	$18,040	**$6,609**	$5,602	18%	**$6,609**	18%
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	$66,725	$52,410	**$14,315**	$15,413	-7%	**$14,315**	-7%
943	Automobile Parts and Service Center	1,000 sf	$5,150	$3,770	**$1,380**	$1,186	16%	**$1,380**	16%
944	Gas Station w/Convenience Market <2,000 sq ft	fuel pos.	$8,780	$6,367	**$2,413**	$1,117	116%	**$1,675**	50%
945	Gas Station w/Convenience Market 2,000-5,499 sq ft	fuel pos.	$13,501	$9,789	**$3,712**	$3,311	12%	**$3,712**	12%
	Gas Station w/Convenience Market 5,500+ sq ft	fuel pos.	$17,650	$12,806	**$4,844**	$4,723	3%	**$4,844**	3%
INDUSTRIAL:									
110	General Light Industrial	1,000 sf	$2,759	$2,420	**$339**	$519	-35%	**$339**	-35%
140	Manufacturing	1,000 sf	$2,695	$2,360	**$335**	$519	-35%	**$335**	-35%
150	Warehousing	1,000 sf	$966	$850	**$116**	$232	-50%	**$116**	-50%
151	Mini-Warehouse	1,000 sf	$559	$500	**$59**	$203	-71%	**$59**	-71%

1) Source: Table D-1
2) Source: Volusia County. Rates for marina and school uses were estimated using impact fee calculations presented in the *Volusia County Impact Fee Study, Final Report, September 30, 2022*
3) Calculated impact fee rate (Item 1) minus the Volusia County impact fee rate (Item 2)
4) Source: City of New Smyrna Beach. Current rates for school (per student) and gas station (per fuel position) were estimated using the trip generation rate ratios from ITE 10th and 11th Editions
5) Pursuant to F.S. 163.31801, impact fee rates are capped at a 50 percent increase from their current rates when adopting new rates

Chapter 52 - COMPREHENSIVE IMPACT FEE ORDINANCE

ARTICLE III. – ROAD IMPACT FEES

Sec. 52-20. Adoption of impact fee study.

The commission hereby adopts and incorporates by reference the study entitled "City of New Smyrna Beach Multi-Modal Transportation Impact Fee Update Study ~~Road Impact Fee Study for New Smyrna Beach, Florida~~," prepared by Benesch ~~Duncan Associates~~, dated March 10, 2025~~September 2019~~, including Table D-2 of the study. The total fees will be published on the City of New Smyrna Beach official website, cityofnsb.com.

(Ord. No. 50-20, § 1, 5-26-2020)

Sec. 52-21. Imposition of road impact fees.

(a) All road impact construction occurring within the city shall pay the following road impact fee prior to the issuance of a building permit for such road impact construction as provided in section 52-6 above:

~~Land Use Type~~	~~ITE Code~~	~~Unit~~	~~Net Cost/Unit~~
~~Residential~~			
~~Single-Family Detached Dwelling Unit*~~	~~210~~	~~Dwelling~~	~~$1,752~~
~~Multi-Family Dwelling Unit, (1-2 Story Building)~~	~~220~~	~~Dwelling~~	~~$1,043~~
~~Multi-Family Dwelling Unit, (3+ Story Building)~~	~~222~~	~~Dwelling~~	~~$632~~
~~Non-Residential~~			
~~Shopping Center/General Retail~~	~~820~~	~~1,000 sq. ft.~~	~~$2,080~~
~~Bank with Drive-Through~~	~~912~~	~~1,000 sq. ft.~~	~~$3,171~~
~~Bank without Drive-Through~~	~~911~~	~~1,000 sq. ft.~~	~~$1,877~~
~~Restaurant~~	~~931~~	~~1,000 sq. ft.~~	~~$5,602~~
~~Restaurant with Drive-Through~~	~~934~~	~~1,000 sq. ft.~~	~~$15,413~~
~~Supermarket~~	~~850~~	~~1,000 sq. ft.~~	~~$3,487~~
~~Pharmacy~~	~~880~~	~~1,000 sq. ft.~~	~~$1,681~~
~~Convenience Store with or without Gas Sales~~	~~853~~	~~1,000 sq. ft.~~	~~$7,814~~
~~Super Convenience Store (10+ fuel pos.)~~	~~960~~	~~1,000 sq. ft.~~	~~$9,566~~
~~Home Improvement Store~~	~~862~~	~~1,000 sq. ft.~~	~~$3,993~~
~~Furniture Store~~	~~890~~	~~1,000 sq. ft.~~	~~$578~~
~~Auto Parts and Service Store~~	~~943~~	~~1,000 sq. ft.~~	~~$1,186~~
~~New and Used Car Sales~~	~~841~~	~~1,000 sq. ft.~~	~~$2,718~~
~~Movie Theater~~	~~444~~	~~1,000 sq. ft.~~	~~$4,226~~
~~Mobile Home/RV Park~~	~~240~~	~~Space~~	~~$644~~
~~Marina~~	~~420~~	~~Berth~~	~~$173~~
~~Motel~~	~~320~~	~~Room~~	~~$387~~

~~Hotel~~	~~310~~	~~Room~~	~~$966~~
~~General Office~~	~~710~~	~~1,000 sq. ft.~~	~~$1,293~~
~~Medical Office~~	~~720~~	~~1,000 sq. ft.~~	~~$4,762~~
~~Industrial/Manufacturing~~	~~110/130/140~~	~~1,000 sq. ft.~~	~~$519~~
~~Warehouse~~	~~150~~	~~1,000 sq. ft.~~	~~$232~~
~~Mini-Warehouse~~	~~151~~	~~1,000 sq. ft.~~	~~$203~~
~~Hospital~~	~~610~~	~~1,000 sq. ft.~~	~~$691~~
~~Place of Worship~~	~~560~~	~~1,000 sq. ft.~~	~~$447~~
~~Day Care Center~~	~~565~~	~~1,000 sq. ft.~~	~~$650~~
~~Nursing Home~~	~~620~~	~~1,000 sq. ft.~~	~~$429~~
~~Elementary/Secondary School~~	~~520/22/30~~	~~1,000 sq. ft.~~	~~$310~~
~~Public Park~~	~~411~~	~~Acre~~	~~$54~~
~~Other Public/Institutional~~	~~540~~	~~1,000 sq. ft.~~	~~$1,323~~
~~* Category also includes a mobile home on a single-family lot, see definition of Single-Family Detached in Section 52-2.~~			

City of New Smyrna Beach Multi-Modal Transportation Impact Fee Rate

** = The fees will take effect immediately*

*** = The fees will take effect on the scheduled dates*

					Completed Building Permit Application Submitted			
					Between			On or after
					10/20/2025 and 10/19/2026	10/20/2026 and 10/19/2027	10/20/2027 and 10/19/2028	On or after 10/20/2028
ITE LUC	Land Use	Unit	MMTIF		Ph. I	Ph. II	Ph. III	Ph. IV
	RESIDENTIAL:							
210	Single Family (Detached)	Dwelling	**$728**	*	$728	$728	$728	$728
215	Single Family (Attached)	Dwelling	**$646**	*	$646	$646	$646	$646
220	Multi-Family Housing (Low-Rise, 1-3 floors)	Dwelling	**$493**	*	$493	$493	$493	$493
221/222	Multi-Family Housing (Mid/High-Rise, 4+ floors)	Dwelling	**$335**	*	$335	$335	$335	$335
240	Mobile Home Park	Dwelling	**$379**	*	$379	$379	$379	$379
	LODGING:							
310	Hotel	Room	**$372**	*	$372	$372	$372	$372
320	Motel	Room	**$157**	*	$157	$157	$157	$157
	RECREATION:							
411	Public Park	Acre	**$81**	**	$61	$68	$75	$81
416	Campground/RV Park	Site	**$284**	*	$284	$284	$284	$284
420	Marina	Boat Berth	**$259**	**	$195	$217	$239	$259
445	Movie Theater	1,000 sf	**$5,170**	**	$4,698	$5,170	$5,170	$5,170
	INSTITUTIONS:							
520	Elementary School (Private)	Student	**$54**	**	$41	$46	$51	$54

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522	Middle/Junior High School (Private)	Student	**$48**	$36	$40	$44	$48
525	High School (Private)	Student	**$64**	$48	$53	$58	$64
540/550	University/Junior College (7,500 or fewer students) (Private)	Student	**$196**	$147	$163	$179	$196
	University/Junior College (more than 7,500 students) (Private)	Student	**$114**	$86	$96	$106	$114
560	Church	1,000 sf	**$670**	$503	$559	$615	$670
565	Day Care Center	1,000 sf	**$975**	$731	$812	$893	$975
	MEDICAL:						
610	Hospital	1,000 sf	**$951**	$756	$821	$886	$951
620	Nursing Home	1,000 sf	**$218**	$218	$218	$218	$218
	OFFICE:						
710	General Office	1,000 sf	**$745**	$745	$745	$745	$745
720	Medical Office/Clinic 10,000 sq ft or less	1,000 sf	**$2,975**	$2,975	$2,975	$2,975	$2,975
	Medical Office/Clinic greater than 10,000 sq ft	1,000 sf	**$4,218**	$4,218	$4,218	$4,218	$4,218
	RETAIL:						
822	Retail less than 40,000 sfgla	1,000 sfgla	**$1,264**	$1,264	$1,264	$1,264	$1,264
821	Retail 40,000 to 150,000 sfgla	1,000 sfgla	**$2,406**	$2,243	$2,406	$2,406	$2,406
820	Retail greater than 150,000 sfgla	1,000 sfgla	**$2,482**	$2,281	$2,482	$2,482	$2,482
840/841	New/Used Auto Sales	1,000 sf	**$2,825**	$2,772	$2,825	$2,825	$2,825
850	Supermarket	1,000 sf	**$3,546**	$2,517	$3,546	$3,546	$3,546
862	Home Improvement Superstore	1,000 sf	**$1,445**	$1,445	$1,445	$1,445	$1,445
880/881	Pharmacy with & without Drive-Thru	1,000 sf	**$2,228**	$1,818	$1,955	$2,092	$2,228
890	Furniture Store	1,000 sf	**$649**	$614	$649	$649	$649
	SERVICES:						
911	Bank/Savings Walk-In	1,000 sf	**$2,107**	$1,992	$2,107	$2,107	$2,107
912	Bank/Savings Drive-In	1,000 sf	**$3,770**	$3,471	$3,770	$3,770	$3,770
931	Fine Dining (Low-Turnover) Restaurant	1,000 sf	**$6,609**	$6,106	$6,609	$6,609	$6,609
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	**$14,315**	$14,315	$14,315	$14,315	$14,315
943	Automobile Parts and Service Center	1,000 sf	**$1,380**	$1,283	$1,380	$1,380	$1,380
944	Gas Station w/Convenience Market <2,000 sq ft	Fuel Pos.	**$1,675**	$1,257	$1,397	$1,537	$1,675
945	Gas Station w/Convenience Market 2,000-5,499 sq ft	Fuel Pos.	**$3,712**	$3,512	$3,712	$3,712	$3,712
	Gas Station w/Convenience Market 5,500+ sq ft	Fuel Pos.	**$4,844**	$4,784	$4,844	$4,844	$4,844
	INDUSTRIAL:						
110	General Light Industrial	1,000 sf	**$339**	$339	$339	$339	$339
140	Manufacturing	1,000 sf	**$335**	$335	$335	$335	$335
150	Warehousing	1,000 sf	**$116**	$116	$116	$116	$116
151	Mini-Warehouse	1,000 sf	**$59**	$59	$59	$59	$59

sfgla = Square Footage of Gross Leasable Area

(b) Annually on October 1, the road impact fee shall be automatically adjusted by the percent change for the latest 12-month period as of the previous May 1 of the Consumer Price Index for all urban consumers for the U.S. City Average for all Services as published monthly by the U.S. Department of Commerce, Bureau of Labor Statistics. The city shall provide notice of the automatic adjustment of the road impact fees pursuant to section 52-15 hereof, however no public hearing or other action by the commission shall be required in order for such adjustment to take effect. However, in the event the commission determines that an automatic rate adjustment pursuant to this paragraph will cause road impact construction to pay more than its fair share of the costs of improvements and additions to the major road network that are necessary to accommodate the expected impact generated by such growth, the commission shall decrease said rate adjustment accordingly. Annually, upon the automatic rate adjustment taking effect, the city shall post an updated rate schedule containing the revised road impact fees to the city's website, which rate schedule shall also be available at the office of the building department for review and inspection.

(Ord. No. 50-20, § 1, 5-26-2020)

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Chapter 52 - COMPREHENSIVE IMPACT FEE ORDINANCE

ARTICLE III. – ROAD IMPACT FEES

Sec. 52-20. Adoption of impact fee study.

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(Ord. No. 50-20, § 1, 5-26-2020)

Sec. 52-21. Imposition of road impact fees.

(a) All road impact construction occurring within the city shall pay the following road impact fee prior to the issuance of a building permit for such road impact construction as provided in section 52-6 above:

City of New Smyrna Beach Multi-Modal Transportation Impact Fee Rate ** = The fees will take effect immediately* *** = The fees will take effect on the scheduled dates*					**Completed Building Permit Application Submitted**			
					Between			**On or after**
					10/20/2025 and 10/19/2026	10/20/2026 and 10/19/2027	10/20/2027 and 10/19/2028	On or after 10/20/2028
ITE LUC	**Land Use**	**Unit**	**MMTIF**		**Ph. I**	**Ph. II**	**Ph. III**	**Ph. IV**
	RESIDENTIAL:							
210	Single Family (Detached)	Dwelling	**$728**	*	$728	$728	$728	$728
215	Single Family (Attached)	Dwelling	**$646**	*	$646	$646	$646	$646
220	Multi-Family Housing (Low-Rise, 1-3 floors)	Dwelling	**$493**	*	$493	$493	$493	$493
221/222	Multi-Family Housing (Mid/High-Rise, 4+ floors)	Dwelling	**$335**	*	$335	$335	$335	$335
240	Mobile Home Park	Dwelling	**$379**	*	$379	$379	$379	$379
	LODGING:							
310	Hotel	Room	**$372**	*	$372	$372	$372	$372
320	Motel	Room	**$157**	*	$157	$157	$157	$157
	RECREATION:							
411	Public Park	Acre	**$81**	**	$61	$68	$75	$81
416	Campground/RV Park	Site	**$284**	*	$284	$284	$284	$284
420	Marina	Boat Berth	**$259**	**	$195	$217	$239	$259
445	Movie Theater	1,000 sf	**$5,170**	**	$4,698	$5,170	$5,170	$5,170
	INSTITUTIONS:							
520	Elementary School (Private)	Student	**$54**	**	$41	$46	$51	$54
522	Middle/Junior High School (Private)	Student	**$48**	**	$36	$40	$44	$48

525	High School (Private)	Student	**$64**	**	$48	$53	$58	$64
540/ 550	University/Junior College (7,500 or fewer students) (Private)	Student	**$196**	**	$147	$163	$179	$196
	University/Junior College (more than 7,500 students) (Private)	Student	**$114**	**	$86	$96	$106	$114
560	Church	1,000 sf	**$670**	**	$503	$559	$615	$670
565	Day Care Center	1,000 sf	**$975**	**	$731	$812	$893	$975
	MEDICAL:							
610	Hospital	1,000 sf	**$951**	**	$756	$821	$886	$951
620	Nursing Home	1,000 sf	**$218**	*	$218	$218	$218	$218
	OFFICE:							
710	General Office	1,000 sf	**$745**	*	$745	$745	$745	$745
720	Medical Office/Clinic 10,000 sq ft or less	1,000 sf	**$2,975**	*	$2,975	$2,975	$2,975	$2,975
	Medical Office/Clinic greater than 10,000 sq ft	1,000 sf	**$4,218**	*	$4,218	$4,218	$4,218	$4,218
	RETAIL:							
822	Retail less than 40,000 sfgla	1,000 sfgla	**$1,264**	*	$1,264	$1,264	$1,264	$1,264
821	Retail 40,000 to 150,000 sfgla	1,000 sfgla	**$2,406**	**	$2,243	$2,406	$2,406	$2,406
820	Retail greater than 150,000 sfgla	1,000 sfgla	**$2,482**	**	$2,281	$2,482	$2,482	$2,482
840/841	New/Used Auto Sales	1,000 sf	**$2,825**	**	$2,772	$2,825	$2,825	$2,825
850	Supermarket	1,000 sf	**$3,546**	**	$2,517	$3,546	$3,546	$3,546
862	Home Improvement Superstore	1,000 sf	**$1,445**	*	$1,445	$1,445	$1,445	$1,445
880/ 881	Pharmacy with & without Drive-Thru	1,000 sf	**$2,228**	**	$1,818	$1,955	$2,092	$2,228
890	Furniture Store	1,000 sf	**$649**	**	$614	$649	$649	$649
	SERVICES:							
911	Bank/Savings Walk-In	1,000 sf	**$2,107**	**	$1,992	$2,107	$2,107	$2,107
912	Bank/Savings Drive-In	1,000 sf	**$3,770**	**	$3,471	$3,770	$3,770	$3,770
931	Fine Dining (Low-Turnover) Restaurant	1,000 sf	**$6,609**	**	$6,106	$6,609	$6,609	$6,609
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	**$14,315**	*	$14,315	$14,315	$14,315	$14,315
943	Automobile Parts and Service Center	1,000 sf	**$1,380**	**	$1,283	$1,380	$1,380	$1,380
944	Gas Station w/Convenience Market <2,000 sq ft	Fuel Pos.	**$1,675**	**	$1,257	$1,397	$1,537	$1,675
945	Gas Station w/Convenience Market 2,000-5,499 sq ft	Fuel Pos.	**$3,712**	**	$3,512	$3,712	$3,712	$3,712
	Gas Station w/Convenience Market 5,500+ sq ft	Fuel Pos.	**$4,844**	**	$4,784	$4,844	$4,844	$4,844
	INDUSTRIAL:							
110	General Light Industrial	1,000 sf	**$339**	*	$339	$339	$339	$339
140	Manufacturing	1,000 sf	**$335**	*	$335	$335	$335	$335
150	Warehousing	1,000 sf	**$116**	*	$116	$116	$116	$116
151	Mini-Warehouse	1,000 sf	**$59**	*	$59	$59	$59	$59

sfgla = Square Footage of Gross Leasable Area

(b) Annually on October 1, the road impact fee shall be automatically adjusted by the percent change for the latest 12-month period as of the previous May 1 of the Consumer Price Index for all urban consumers for the U.S. City Average for all Services as published monthly by the U.S. Department of Commerce, Bureau of Labor Statistics. The city shall provide notice of the automatic adjustment of the road impact fees pursuant to section 52-15 hereof, however no public hearing or other action by the commission shall be required in order for such adjustment to take effect. However, in the event the commission determines that an automatic rate adjustment pursuant to this paragraph will cause road impact construction to pay more than its fair share of the costs of improvements and additions to the major road network that are necessary to accommodate the expected impact generated by such growth, the commission shall decrease said rate adjustment accordingly. Annually, upon the automatic rate adjustment taking effect, the city shall post an updated rate schedule containing the revised road impact fees to the city's website, which rate schedule shall also be available at the office of the building department for review and inspection.

(Ord. No. 50-20, § 1, 5-26-2020)

City of New Smyrna Beach Multi-Modal Transportation Impact Fee Rates

ITE LUC	Land Use	Unit	Adopted	MMTIF	% Change	F.S. Cap	% Change	MMTIF Phasing			
								Ph. I	Ph. II	Ph. III	Ph. IV
	RESIDENTIAL:										
210	Single Family (Detached)	du	$1,752	**$728**	-58%	**$728**	-58%	$728	$728	$728	$728
215	Single Family (Attached)	du	$1,043	**$646**	-38%	**$646**	-38%	$646	$646	$646	$646
220	Multi-Family Housing (Low-Rise, 1-3 floors)	du	$1,043	**$493**	-53%	**$493**	-53%	$493	$493	$493	$493
221/222	Multi-Family Housing (Mid/High-Rise, 4+ floors)	du	$632	**$335**	-47%	**$335**	-47%	$335	$335	$335	$335
240	Mobile Home Park	du	$644	**$379**	-41%	**$379**	-41%	$379	$379	$379	$379
	LODGING:										
310	Hotel	room	$966	**$372**	-61%	**$372**	-61%	$372	$372	$372	$372
320	Motel	room	$387	**$157**	-59%	**$157**	-59%	$157	$157	$157	$157
	RECREATION:										
411	Public Park	acre	$54	**$129**	139%	**$81**	50%	$61	$68	$75	$81
416	Campground/RV Park	site	$644	**$284**	-56%	**$284**	-56%	$284	$284	$284	$284
420	Marina	boat berth	$173	**$454**	162%	**$259**	50%	$195	$217	$239	$259
445	Movie Theater	1,000 sf	$4,226	**$5,170**	22%	**$5,170**	22%	$4,698	$5,170	$5,170	$5,170
	INSTITUTIONS:										
520	Elementary School (Private)	student	$36	**$185**	414%	**$54**	50%	$41	$46	$51	$54
522	Middle/Junior High School (Private)	student	$32	**$172**	438%	**$48**	50%	$36	$40	$44	$48
525	High School (Private)	student	$43	**$194**	351%	**$64**	49%	$48	$53	$58	$64
540/550	University/Junior College (7,500 or fewer students) (Private)	student	$131	**$381**	191%	**$196**	50%	$147	$163	$179	$196
	University/Junior College (more than 7,500 students) (Private)	student	$76	**$273**	259%	**$114**	50%	$86	$96	$106	$114
560	Church	1,000 sf	$447	**$843**	89%	**$670**	50%	$503	$559	$615	$670
565	Day Care Center	1,000 sf	$650	**$2,387**	267%	**$975**	50%	$731	$812	$893	$975
	MEDICAL:										
610	Hospital	1,000 sf	$691	**$951**	38%	**$951**	38%	$756	$821	$886	$951
620	Nursing Home	1,000 sf	$429	**$218**	-49%	**$218**	-49%	$218	$218	$218	$218
	OFFICE:										
710	General Office	1,000 sf	$1,293	**$745**	-42%	**$745**	-42%	$745	$745	$745	$745
720	Medical Office/Clinic 10,000 sq ft or less	1,000 sf	$4,762	**$2,975**	-38%	**$2,975**	-38%	$2,975	$2,975	$2,975	$2,975
	Medical Office/Clinic greater than 10,000 sq ft	1,000 sf	$4,762	**$4,218**	-11%	**$4,218**	-11%	$4,218	$4,218	$4,218	$4,218
	RETAIL:										
822	Retail less than 40,000 sfgla	1,000 sfgla	$2,080	**$1,264**	-39%	**$1,264**	-39%	$1,264	$1,264	$1,264	$1,264
821	Retail 40,000 to 150,000 sfgla	1,000 sfgla	$2,080	**$2,406**	16%	**$2,406**	16%	$2,243	$2,406	$2,406	$2,406
820	Retail greater than 150,000 sfgla	1,000 sfgla	$2,080	**$2,482**	19%	**$2,482**	19%	$2,281	$2,482	$2,482	$2,482
840/841	New/Used Auto Sales	1,000 sf	$2,718	**$2,825**	4%	**$2,825**	4%	$2,772	$2,825	$2,825	$2,825
850	Supermarket	1,000 sf	$3,487	**$3,546**	2%	**$3,546**	2%	$3,517	$3,546	$3,546	$3,546
862	Home Improvement Superstore	1,000 sf	$3,993	**$1,445**	-64%	**$1,445**	-64%	$1,445	$1,445	$1,445	$1,445
880/881	Pharmacy with & without Drive-Thru	1,000 sf	$1,681	**$2,228**	33%	**$2,228**	33%	$1,818	$1,955	$2,092	$2,228
890	Furniture Store	1,000 sf	$578	**$649**	12%	**$649**	12%	$614	$649	$649	$649
	SERVICES:										
911	Bank/Savings Walk-In	1,000 sf	$1,877	**$2,107**	12%	**$2,107**	12%	$1,992	$2,107	$2,107	$2,107
912	Bank/Savings Drive-In	1,000 sf	$3,171	**$3,770**	19%	**$3,770**	19%	$3,471	$3,770	$3,770	$3,770

931	Fine Dining (Low-Turnover) Restaurant	1,000 sf	$5,602	**$6,609**	18%	**$6,609**	18%	$6,106	$6,609	$6,609	$6,609
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	$15,413	**$14,315**	-7%	**$14,315**	-7%	$14,315	$14,315	$14,315	$14,315
943	Automobile Parts and Service Center	1,000 sf	$1,186	**$1,380**	16%	**$1,380**	16%	$1,283	$1,380	$1,380	$1,380
944	Gas Station w/Convenience Market <2,000 sq ft	fuel pos.	$1,117	**$2,413**	116%	**$1,675**	50%	$1,257	$1,397	$1,537	$1,675
945	Gas Station w/Convenience Market 2,000-5,499 sq ft	fuel pos.	$3,311	**$3,712**	12%	**$3,712**	12%	$3,512	$3,712	$3,712	$3,712
	Gas Station w/Convenience Market 5,500+ sq ft	fuel pos.	$4,723	**$4,844**	3%	**$4,844**	3%	$4,784	$4,844	$4,844	$4,844
	INDUSTRIAL:										
110	General Light Industrial	1,000 sf	$519	**$339**	-35%	**$339**	-35%	$339	$339	$339	$339
140	Manufacturing	1,000 sf	$519	**$335**	-35%	**$335**	-35%	$335	$335	$335	$335
150	Warehousing	1,000 sf	$232	**$116**	-50%	**$116**	-50%	$116	$116	$116	$116
151	Mini-Warehouse	1,000 sf	$203	**$59**	-71%	**$59**	-71%	$59	$59	$59	$59

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 31-25 Transportation Impact Fee

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☑ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☑ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any: (a) An estimate of direct compliance costs that businesses may reasonably incur; (b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and (c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information the governing body deems useful (if any): [*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

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ORDINANCE NO. 31-25

AN ORDINANCE AMENDING THE CITY OF NEW SMYRNA BEACH CODE OF ORDINANCES; AMENDING CHAPTER 52, COMPREHENSIVE IMPACT FEE ORDINANCE, SECTIONS 52-20 AND 52-21 TO ADOPT THE CITY OF NEW SMYRNA BEACH 2025 IMPACT FEE STUDY RELATED TO ROAD IMPACT FEES AND IMPOSE THE REVISED RATES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statute Section 163.31801 requires that impact fees must be based on the most recent and localized data; and

WHEREAS, Section 52-13, City Code, requires that the impact fee studies be reviewed at least every five years; and

WHEREAS, Benesch has prepared the most recent impact fee study report for the City's use dated March 10, 2025, related to Multi-Modal Transportation Impact Fee Update Study; and

WHEREAS, the City Commission deems it is in the best interest of the citizens of the City of New Smyrna Beach to amend the New Smyrna Beach Code of Ordinances, as more particularly set forth hereinafter, to reflect the changes necessary to implement the impact fee study.

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

SECTION 1: ***Amendment.*** That Chapter 52, Comprehensive Impact Fee Ordinance, Article III, Road Impact Fees, Section 52-20 of the City of New Smyrna Beach Code of Ordinances is hereby amended to read as follows: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikethrough~~ and additions to text are indicated by underline.)**

CHAPTER 52. COMPREHENSIVE IMPACT FEE ORDINANCE

. . .

ARTICLE III. ROAD IMPACT FEES

Sec. 52-20. Adoption of impact fee study.

The commission hereby adopts and incorporates by reference the study entitled "City of New Smyrna Beach Multi-Modal Transportation Impact Fee Update Study~~Road Impact Fee Study for New Smyrna Beach, Florida~~," prepared by Benesch ~~Duncan Associates~~, dated March 10, 2025 ~~September 2019~~ including Table D-2 of the study. The total fees will be published on the City of New Smyrna Beach official website, cityofnsb.com.

SECTION 2: ***Amendment.*** That Chapter 52, Comprehensive Impact Fee Ordinance, Article III, Road Impact Fees, Section 52-21 of the City of New Smyrna Beach Code of Ordinances is hereby amended to read as follows: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikethrough~~ and additions to text are indicated by underline.)**

Sec. 52-21. Imposition of road impact fees.

(a) All road impact construction occurring within the city shall pay the following road impact fee prior to the issuance of a building permit for such road impact construction as provided in section 52-6 above:

City of New Smyrna Beach Multi-Modal Transportation Impact Fee Rate ** = The fees will take effect immediately* *** = The fees will take effect on the scheduled dates*					**Completed Building Permit Application Submitted**			
					Between			**On or after**
					10/20/2025 and 10/19/2026	10/20/2026 and 10/19/2027	10/20/2027 and 10/19/2028	On or after 10/20/2028
	RESIDENTIAL:							
210	Single Family (Detached)	Dwelling	**$728**	*	$728	$728	$728	$728
215	Single Family (Attached)	Dwelling	**$646**	*	$646	$646	$646	$646
220	Multi-Family Housing (Low-Rise, 1-3 floors)	Dwelling	**$493**	*	$493	$493	$493	$493
221/222	Multi-Family Housing (Mid/High-Rise, 4+ floors)	Dwelling	**$335**	*	$335	$335	$335	$335
240	Mobile Home Park	Dwelling	**$379**	*	$379	$379	$379	$379
	LODGING:							
310	Hotel	Room	**$372**	*	$372	$372	$372	$372
320	Motel	Room	**$157**	*	$157	$157	$157	$157
	RECREATION:							
411	Public Park	Acre	**$81**	**	$61	$68	$75	$81
416	Campground/RV Park	Site	**$284**	*	$284	$284	$284	$284
420	Marina	Boat Berth	**$259**	**	$195	$217	$239	$259
445	Movie Theater	1,000 sf	**$5,170**	**	$4,698	$5,170	$5,170	$5,170
	INSTITUTIONS:							
520	Elementary School (Private)	Student	**$54**	**	$41	$46	$51	$54
522	Middle/Junior High School (Private)	Student	**$48**	**	$36	$40	$44	$48
525	High School (Private)	Student	**$64**	**	$48	$53	$58	$64

540/ 550	University/Junior College (7,500 or fewer students) (Private)	Student	**$196** **	$147	$163	$179	$196
	University/Junior College (more than 7,500 students) (Private)	Student	**$114** **	$86	$96	$106	$114
560	Church	1,000 sf	**$670** **	$503	$559	$615	$670
565	Day Care Center	1,000 sf	**$975** **	$731	$812	$893	$975
	MEDICAL:						
610	Hospital	1,000 sf	**$951** **	$756	$821	$886	$951
620	Nursing Home	1,000 sf	**$218** *	$218	$218	$218	$218
	OFFICE:						
710	General Office	1,000 sf	**$745** *	$745	$745	$745	$745
720	Medical Office/Clinic 10,000 sq ft or less	1,000 sf	**$2,975** *	$2,975	$2,975	$2,975	$2,975
	Medical Office/Clinic greater than 10,000 sq ft	1,000 sf	**$4,218** *	$4,218	$4,218	$4,218	$4,218
	RETAIL:						
822	Retail less than 40,000 sfgla	1,000 sfgla	**$1,264** *	$1,264	$1,264	$1,264	$1,264
821	Retail 40,000 to 150,000 sfgla	1,000 sfgla	**$2,406** **	$2,243	$2,406	$2,406	$2,406
820	Retail greater than 150,000 sfgla	1,000 sfgla	**$2,482** **	$2,281	$2,482	$2,482	$2,482
840/841	New/Used Auto Sales	1,000 sf	**$2,825** **	$2,772	$2,825	$2,825	$2,825
850	Supermarket	1,000 sf	**$3,546** **	$2,517	$3,546	$3,546	$3,546
862	Home Improvement Superstore	1,000 sf	**$1,445** *	$1,445	$1,445	$1,445	$1,445
880/ 881	Pharmacy with & without Drive-Thru	1,000 sf	**$2,228** **	$1,818	$1,955	$2,092	$2,228
890	Furniture Store	1,000 sf	**$649** **	$614	$649	$649	$649
	SERVICES:						
911	Bank/Savings Walk-In	1,000 sf	**$2,107** **	$1,992	$2,107	$2,107	$2,107
912	Bank/Savings Drive-In	1,000 sf	**$3,770** **	$3,471	$3,770	$3,770	$3,770
931	Fine Dining (Low-Turnover) Restaurant	1,000 sf	**$6,609** **	$6,106	$6,609	$6,609	$6,609
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	**$14,315** *	$14,315	$14,315	$14,315	$14,315
943	Automobile Parts and Service Center	1,000 sf	**$1,380** **	$1,283	$1,380	$1,380	$1,380
944	Gas Station w/Convenience Market <2,000 sq ft	Fuel Pos.	**$1,675** **	$1,257	$1,397	$1,537	$1,675
945	Gas Station w/Convenience Market 2,000-5,499 sq ft	Fuel Pos.	**$3,712** **	$3,512	$3,712	$3,712	$3,712
	Gas Station w/Convenience Market 5,500+ sq ft	Fuel Pos.	**$4,844** **	$4,784	$4,844	$4,844	$4,844
	INDUSTRIAL:						
110	General Light Industrial	1,000 sf	**$339** *	$339	$339	$339	$339
140	Manufacturing	1,000 sf	**$335** *	$335	$335	$335	$335
150	Warehousing	1,000 sf	**$116** *	$116	$116	$116	$116
151	Mini-Warehouse	1,000 sf	**$59** *	$59	$59	$59	$59

sfgla = Square Footage of Gross Leasable Area

SECTION 3. ***Notice of Revised Impact Fees.*** The City Manager is hereby directed to publish a notice once in a newspaper of general circulation within the City which notice shall include: (A) a brief and general description of the Road Impact Fee, (B) a description of the geographic area in which the Road Impact Fee will be collected; (C) the Road Impact Fee rates to be imposed for each land use category; and (D) the date of implementation of the Road Impact Fee rates set forth in the notice, which date shall not be earlier than ninety (90) days after the date of publication of the notice for any increased fee. Reduced impact fees shall take effect immediately.

SECTION 4: ***Codification.*** Following adoption of this ordinance, the city clerk shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's Code of Ordinance. Municipal Code Corporation's usual and customary fee for said codification service is hereby approved. The provisions of this ordinance are intended to be incorporated into the code of Ordnance of the City of New Smyrna Beach, Florida, and the sections of this ordinance may be renumber, re-lettered, and the word "ordinance" may be changed to "sections, "article," or such other word or phrase in order to accomplish such intention.

SECTION 5: ***Public Hearing.*** That the public hearing considering the adoption of this ordinance shall be held at 6:30 p.m. on July 8, 2025, in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a), F.S.

SECTION 6: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 7: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 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.*** This Ordinance shall become effective upon adoption and any impact fees that have been reduced from the previous study shall take effect immediately. Any impact fees that have increased shall be effective 90 days after adoption and advertisement of the revised impact fee schedule. Those fees that are increased more than 25% shall be implemented over time as set forth in the table of Section 2 of this ordinance.

APPROVED AS TO FORM AND CORRECTNESS:

/s/ CARRIE AVALLONE
City Attorney

DATE: May 20, 2025

THE CITY OF NEW SMYRNA BEACH - PUBLIC WORKS

ORDINANCE NO. 35-25: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD GRANT A NON-EXCLUSIVE FRANCHISE AGREEMENT TO LIGHTNING DUMPSTER LLC.

July 8, 2025

Background:

Section 66-111, Franchise Requirement, of the City's Code of Ordinances provides that: "No person shall provide construction and demolition debris-removal services, as defined by F.S. 403.703(7), in the City without being awarded a non-exclusive franchise agreement with the City if they wish to continue to provide construction & demolition (C & D) debris removal services within our City limits." Attached is Lightning Dumpster LLC Non-Exclusive Franchise Ordinance application form and applicable attachments. Lightning Dumpster LLC meets all the requirements and staff is proposing that such a franchise agreement be issued to Lightning Dumpster, LLC.

Findings:

Staff recommends granting a non-exclusive franchise agreement for construction and demolition removal services Lightning Dumpsters, LLC via approval of Ordinance No. with first reading on May 27, 2025, and scheduling of second reading and public hearing for July 8, 2025.

Fiscal Analysis:

This is a revenue generating item as the franchise agreement requires the hauler to pay the City $20.00 per roll off container haul to the County's landfill. No business impact statement is required under SB 170 because this ordinance is only required to implement the agreement.

Strategic Plan Item:

No

Staff Report Created By: David Ray - Director - Public Works

Attachments:

Lightning Dumpster LLC.pdf
Business Impact Estimate - Ord 35-25 Non-Exclusive Franchise - Lightning Dumpster, LLC.pdf
Ord 35-25 Non Exclusive Franchise - Lightning Dumpster LLC.pdf

City of New Smyrna Beach

CONSTRUCTION AND DEMOLITION ROLL-OFF SERVICE
NON-EXCLUSIVE FRANCHISE ORDINANCE APPLICATION

Please complete and return to the address below

Public Works Dept.
124 Industrial Park Avenue
New Smyrna Beach, FL 32168

Date: 5-5-2025

Applicant Name: Chad Zawiewski

Business Name: Lightning Dumpster, LLC

Address: 1601-A Canal ST NSB, FL 32168

Telephone: 386-690-5865 **Fax:** — **E-Mail:** Chad.lightningdumpsters@gmail.com

1. **Attach copy of Current State License for Disposal Site**

Proposed Disposal Site(s): Tomoka Landfill, Samsula Landfill

2. **Attach copy of City Occupational License (for your business location)**

3. **Attach copy of Current Insurance Certificate**
Naming City of New Smyrna Beach as additional insured with 30 days' notice prior to cancellation.

Insurance Carrier: State Natl Ins Co Inc

Address: 1900 L Don Dodson Dr
Bedford, TX 76021

Policy Number: NXTQJ4W3W4-00-GL

Applicant's Signature:

Applicant's printed name: Chad Zawiewski

Applicant's Title: President

CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER	CONTACT NAME: Jennifer Novak	
Wisdom Insurance Agency 2309 Silvernail Rd Pewaukee WI 53072	PHONE (A/C, No, Ext): (262) 408-5019	FAX (A/C, No):
	E-MAIL ADDRESS: jennifer@wisdominsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : STATE NATL INS CO INC	12831
INSURED	INSURER B :	
Lightning Dumpster LLC 777 North Wickham Road MELBOURNE FL 32904-1646	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		NXTQJ4W3W4-00-GL	02/17/2025	02/17/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of New Smyrna Beach is listed as an additional insured on the general liability. The City shall be given 30 days written notice prior to cancellation or modification.

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Ave
New Smyrna Beach FL 32168

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Toby Stubbs

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Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 35-25 Non-Exclusive Franchise - Lightning Dumpster LLC

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☑ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Ord. No. 35-25 authorizes Lightning Dumpster LLC to provide demolition debris removal services within the City.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
One, Lightning Dumpster LLC

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 35-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH GRANTING A NON-EXCLUSIVE FRANCHISE TO LIGHTNING DUMPSTER LLC, TO PROVIDE CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL SERVICES WITHIN THE CITY OF NEW SMYRNA BEACH; OUTLINING FRANCHISEE'S DUTIES; PROVIDING TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISE SHALL OPERATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there is an immediate and continuing need for the collection and disposal of construction and demolition debris from organizations, firms or entities (Service) within the City of New Smyrna Beach (City) with the use of "roll-off" containers; and

WHEREAS, Lightning Dumpster LLC, a Florida Limited Liability Company (Franchisee), represents that it has the necessary equipment, personnel and experience to properly perform the Service; and

WHEREAS, the City Commission deems that it is in the best interest of the citizens of New Smyrna Beach to award Lightning Dumpster LLC, a nonexclusive right and franchise to provide the service within the City limits upon the terms and conditions recited below.

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

SECTION 1: ***Award of Non-Exclusive Franchise.*** The City of New Smyrna Beach hereby awards Lightning Dumpster LLC, a nonexclusive right and franchise to provide roll-off service within the City limits upon the terms and conditions recited below. ***This Franchise shall not become effective until this ordinance and franchise agreement is accepted in writing by, Lightning Dumpster LLC.***

SECTION 2: ***Definitions.***

A. *Construction and demolition debris* shall have the same definition and meaning as defined in §403.703, Florida Statute.

B. *Service* encompasses the use of "roll-on" and "roll-off" containers (Containers) as used with mechanical pickup or compaction devices, or both of these devices.

C. *Containers* means either open-top/scow-type used only for non-putrescible materials, or enclosed containers such as the kind typically used with compaction devices, of ten (10) cubic yards capacity or larger.

SECTION 3: ***Franchisee's Authority.***

A. Franchisee is hereby empowered and authorized to provide roll-off service. Franchisee will either furnish all necessary trucks and other equipment to perform such services or will contract with other persons or companies duly licensed or franchised by the City for the furnishing of trucks and equipment, provided, however, that at all times the trucks and equipment shall comply with the requirements provided herein for equipment owned and operated by Franchisee.

B. Franchisee may contract to provide the Service (Contract) with any person, organization, firm or entity (Entities) within the City, if such Entities have first requested the Service. Such contracts where containers are placed on public property must be approved by the Maintenance Operations Director or his designee prior to or within one (1) week (7 calendar days) of the placement of the Container for Service. For each Container placed on public property for service without a contract having been submitted to the Maintenance Operations Director by Franchisee, a thirty dollar ($30.00) inspection and administration late fee shall be paid by Franchisee to the City. The Contract shall not exceed the term of the Franchise.

Franchisee agrees to provide the Maintenance Operations Director with the location of its Containers and the name and address of and number of pickups to be made for each of the Entities. Franchisee also recognizes that any contract between Franchisee and the Entities has no effect whatsoever upon the City's decision to grant the Franchise, or any renewal decision made thereafter. If the Maintenance Operations Director disapproves a contract for containers placed on public property and the subject Container remains in service more than forty-eight (48) hours after telephone or written notice by the City to Franchisee to remove the Container, or if any Container should remain in service at any location more than forty-eight (48) hours after telephone or written notice from the City to Franchisee to remove the Container, then, in either or both cases, Franchisee shall pay the City fifty dollars ($50.00) per day until the Container is removed.

C. Franchisee shall provide the equipment and frequency of service as needed by the Entities and as approved by the Maintenance Operations Director.

D. All lease or purchase arrangements for compaction equipment and for maintenance or service charges for the Containers agreed upon between Franchisee and the Entities shall be set forth in the Contract between Franchisee and the Entities and approved by the Maintenance Operations Director pursuant to this section.

SECTION 4: ***Payments.***

A. Franchisee shall pay the City twenty dollars ($20.00) for each Container pickup. The charge shall be paid monthly and shall be based upon the number of Container pickups by Franchisee from the Entities during the preceding month.

B. Franchisee shall furnish the Maintenance Operations Director with an original and one (1) copy of an annual report on or before the forty-fifth (45th) day following Franchisee's fiscal year end. The report date shall be submitted to the Maintenance Operations Director on the date of Franchisee's acceptance of this Franchise, and the report shall be prepared in accordance with generally accepted auditing standards. The report shall reflect the accuracy of Franchisee's payments to the City as defined in this ordinance, and shall ensure and include, but not be limited to, the following:

(1) all City accounts are properly coded to reflect charges accrued to the City;
(2) the number of City-related Container pickups are correctly reported to the City;
(3) all City payments are correctly computed and remitted to the City on a timely basis, or the interest-payment provision of Subsection C, below, shall apply.

During the term of this Franchise and its renewal, Franchisee shall make its records available to the City at all reasonable times. Failure to furnish the City with the report shall be considered a material breach of this Franchise, and the City shall be entitled to terminate this Franchise and to collect any damages resulting therefrom.

C. Franchisee shall have the sole responsibility for the billing and collection of all charges described herein. Billings shall be monthly and payable on or before the fifteenth (15th) day of the succeeding month. In the event bills are not paid within this time, Franchisee shall have the right (provided that Franchisee may otherwise legally do so) to discontinue all Services for nonpayment.

All statements of fees and charges by Franchisee, and the remittance thereof, shall be submitted to the City Finance Director on or before the fifteenth (15th) day following Franchisee's fiscal month end. These statements shall specify the previous month's account activities as specified herein, and shall include account names, account numbers, the number of Container pickups during the month, and all discontinued accounts. Failure to submit any remittance specified or referred to in this section on or before the fifteenth (15th) day of each month as required shall result in a liability for interest at the rate of one percent (1%) per month. Failure to submit any statement shall be considered a breach of this Franchise and shall allow the City to terminate the Franchise as may be further provided in Section 10 below.

SECTION 5: ***Term.***

A. The term of this Franchise shall commence on the date of adoption of this ordinance and end three (3) years upon approval of both parties after adoption of this ordinance. An

acceptance of the provisions, conditions and stipulations of this Franchise shall: (1) be in writing; (2) contain Franchisee's local address; and (3) be filed with the City Clerk within fifteen (15) days of the adoption of this Franchise.

B. The term may be extended for an additional one (1) year, upon approval of both parties, by written notice not less than thirty (30) days prior to the expiration of the current term.

SECTION 6: ***Default.*** In the event Franchisee fails to provide adequate Services to the Entities by reason of any (1) unknown emergency, catastrophe, natural disaster, war, labor strike, act of God, or similar event; (2) breach of contract; or (3) negligent failure to adequately perform the duties and obligations of this ordinance (as determined solely by the City), the City may, at its sole option, terminate this Franchise (Option I), or take over the roll-off services (Option II), or both of these options. In the event the City chooses Option II, it shall receive all charge amounts regardless of the amounts normally retained by Franchisee.

SECTION 7: ***Default by Other Franchisees.*** In the event that other Franchisees default or otherwise fail to provide adequate Services (in the sole determination of the City), and the City chooses Option II as provided in Section 6 above, Franchisee agrees, if requested by the City, to provide the Services or temporary Services, or both of these types of Service, if Franchisee may reasonably do so, given: (1) Franchisee's equipment and schedule; and (2) that a reasonable price can be determined by Franchisee, the City and the entity for the Service's undertaking and completion.

SECTION 8: ***Liability.***

A. The privileges herein are granted upon the express condition that Franchisee shall be liable for all damages and injuries to persons and property caused by its neglect or mismanagement, or by the actions of any of its employees while engaged in the Services during the term of this Franchise. Should the City be sued therefrom, Franchisee shall be notified of and have the duty to defend such suit, provided, however, that the City has the sole option (Option III) to defend itself or to hire independent counsel, and thereafter to tax all such defense costs and fees to Franchisee. Franchisee specifically agrees to pay any such judgment rendered against the City in any such case, and to reimburse the City, in full, for all costs and fees on appeal.

B. The attorneys chosen by Franchisee to represent the City in any suit concerning matters included within this section shall be approved by the City unless the City chooses to represent itself as defined above. Franchisee shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and costs of actions (including costs and attorney's fees, and costs and attorney's fees on appeal), of any kind or nature, arising out of, resulting from, or in any way connected with Franchisee's activities permitted under this Franchise.

C. Franchisee further agrees to purchase public liability and property damage insurance in the amount of $1,000,000 (per accident, public liability), and $250,000 (property damage), and naming the City as an additional insured under the policy. The policy must provide that the City shall be given thirty (30) days' written notice prior to cancellation or modification, and a copy of the policy (or a certificate of insurance) shall be filed with the City Clerk on or before the effective date of this Franchise and on or before the effective date of each policy renewal period.

SECTION 9: ***Licenses.*** Franchisee shall, at its sole expense, procure from all local, state and federal governmental and agency authorities (having jurisdiction over the operations of Franchisee) all licenses, certificates, permits or other authorizations which may be necessary for the conduct of Franchisee's operations. Franchisee shall pay all taxes, and license, certification, permit and examination fees, and all excises which may be assessed, levied, exacted or imposed upon its property, operations, gross receipts, or all or any combination of these assets, and upon this Franchise and the rights and privileges granted herein, and shall make all applications, reports, and returns required in connection therewith to all respective governmental and agency authorities.

SECTION 10: ***Termination.*** The privileges granted herein to the Franchisee may be terminated by the City prior to the expiration of the term if anyone (1) or more of the following events occur:

A. Franchisee fails: (1) to pay the sums, fees or charges due to the City in a timely manner (Failure I); or (2) Franchisee fails to keep, perform or observe each and every other promise, covenant, and condition designated to it under this ordinance (Failure II). In the event of a Failure II, the Maintenance Operations Director shall notify Franchisee in writing of such failure, and Franchisee shall have thirty (30) days from the receipt of such notice to correct the condition giving rise to such notice. If the correction is not made to the Maintenance Operations Director's satisfaction within the period, the Maintenance Operations Director shall give written notice to Franchisee that the privileges granted herein are terminated as of the date of such notice.

B. If and when Franchisee shall liquidate, dissolve or sell substantially all of its assets.

C. If and when there is a transfer of fifty percent (50%) or more of Franchisee's voting stock which results in a change in Franchisee's control.

D. If and when Franchisee becomes insolvent or makes a general assignment for the benefit of its creditors, or if an action or petition is filed by or against Franchisee under any part of the Federal Bankruptcy Act or other law relating to the alleged insolvency of Franchisee, and such action or petition is not dismissed within thirty (30) days of the date of its filing.

In the event any of the privileges granted herein are terminated pursuant to this Section, any liability of the Franchisee to the City accruing thereby, and any liability of Franchisee to the City arising out of any act or event occurring prior to the termination, shall immediately become due and payable to the City without further notice.

SECTION 11: ***Notices.*** All notices herein required to be given by the City to Franchisee, except where specifically provided otherwise, may be effected either by hand delivery to any Franchisee employee, or by United States mail (postage prepaid), addressed to Franchisee at its last-known business address. All notices required to be given to the City shall be given to both the Maintenance Operations Director and the City Clerk either by hand delivery or by United States mail (postage prepaid), addressed to the Maintenance Operations Director, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, and the City Clerk, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168.

SECTION 12: ***Remedies, Attorney's Fees and Costs.*** All remedies provided in this Franchise shall be deemed cumulative and additional and not in lieu of or exclusive of each other, or of any other remedy available to the City, at law or in equity. In the event the City shall prevail in any action arising hereunder, Franchisee shall pay the City's costs, and any and all attorney's fees thereafter charged to the City.

SECTION 13: ***Equipment.***

A. Franchisee agrees that it shall procure and maintain sufficient equipment, or that it shall arrange on a contractual basis with other persons owning or leasing equipment in compliance with the requirements of this Franchise, to insure that Franchisee shall at all times be in a position to properly maintain its schedules and to otherwise perform all duties, responsibilities and conditions required under this ordinance.

B. All trucks utilized by Franchisee and all Containers owned or leased by Franchisee shall be prominently identified on both the left and right sides with Franchisee's name in letters not less than six inches (6") in height, and Franchisee's business telephone number in numbers not less than three inches (3") in height, either painted on or attached by signs to such trucks and Containers.

C. All of Franchisee's trucks, containers and equipment shall conform to all City safety and sanitation requirements for refuse-collection vehicles, and the equipment must be approved by the Maintenance Operations Director. Franchisee specifically agrees that the Maintenance Operations Director shall have the right to inspect the trucks or the equipment, or both of these items, at all reasonable times and after having endeavored to give reasonable written or oral notice that such an inspection shall take place.

SECTION 14: ***Nonassignability.*** This Franchise shall not be assignable by Franchisee without the prior written consent of the City Commission as evidenced by an ordinance authorizing and approving such an assignment.

SECTION 15: ***Effective Area.*** This Franchise shall be effective within the City's corporate limits as they may from time to time exist.

SECTION 16: ***Hours of Operation.*** The hours of operation for the Franchise shall be weekdays and Saturdays from 7:00 a.m. to 7:00 p.m. The Franchise shall not provide Service on Sundays.

SECTION 17: ***Headings.*** The paragraph headings of this Franchise are for purposes of convenience only and shall not be deemed to expand or limit the provisions contained in such paragraphs or sections.

SECTION 18: ***Warranty of Franchisee.*** Franchisee represents and warrants to the City that no appointed or elected City official, officer, employee or agent has any interest, either directly or indirectly, in the business of Franchisee to be conducted herein.

SECTION 19: ***Noncompliance.*** If Franchisee shall at any time fail to comply with any of the provisions of this Franchise (unless such failure is beyond Franchisee's control because of matters deemed to be an act of God), the City, after thirty (30) days' written notice to Franchisee, may revoke this Franchise and render it void and of no further effect.

SECTION 20: ***Amendment.*** The City reserves the right to amend this Franchise at any time, and in any manner that the City deems necessary for the health, safety or welfare of the public. The City also reserves the right to prescribe, from time to time, reasonable rules and regulations further governing Franchisee's operations herein, including, but not limited to, hours and frequency of Container pickup. These rules may be issued through the Maintenance Operations Director, the City Manager or his/her designee, and they need not be memorialized in an ordinance revision or other formal action by the City Commission, the City Commission's approval of this ordinance being an approval that the regulations should be so issued.

SECTION 21: ***Public Hearing.*** That a public hearing considering the adoption of this ordinance held July 8, 2025, in the Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published, is found to comply with §166.041(3)(a), Fla. Stat.

SECTION 22: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 23: ***Severability.*** If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

SECTION 24: ***Conflicting Ordinances.*** Any ordinances that are in conflict with this ordinance are hereby rescinded and repealed.

SECTION 25: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 5/19/2025

ACCEPTANCE BY FRANCHISEE

The foregoing Ordinance No. 35-25 and the Franchise provided for therein, and all the additional and amended terms thereof, are hereby accepted, approved, and agreed to this _____ day of _____, 2025.

LIGHTNING DUMPSTER LLC, A Florida Limited Liability Company

By:

_____

Printed Name: _____

Title: _____

ATTEST:

_____

Printed Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____ and _____, as _____ and _____ respectively, of **LIGHTNING DUMPSTER LLC**, a Florida limited liability company, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

_____

(Notary Seal or Stamp) Notary Public

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 15-25: CONDUCT THE SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH IF ADOPTED, WOULD REPEAL AND REPLACE SECTION 604.04 LANDSCAPING REQUIREMENTS AND 604.051 TREE PRESERVATION OF THE LAND DEVELOPMENT REGULATION.

July 8, 2025

Background:

The Planning Department retained Vanasse Hangen Brustlin (VHB) to update Section 604.04, Landscaping Requirements and 604.051, Tree Preservation of the Land Development Code (LDR). At the July 1, 2024, City Commission Workshop, the Commission reviewed and discussed updating Section 604.04 and 604.051 of the LDR and directed staff to move forward with the proposed updates.

At its regularly scheduled meeting on March 3, 2025, the Planning and Zoning Board voted, 5-0, to give a positive recommendation to City Commission to approve the requested Land Development Regulation amendment.

Exhibit A: NSB Landscape Code Recommended Language Underlined
Exhibit B: NSB Landscape Code Recommended Language Clean
Exhibit C: Landscape Code Crosswalk Narrative

Findings:

The intent of these changes is to enhance the city's landscaping standards, promote tree protection, and ensure sustainable development practices.

Highlights of the new Section 604.04 Landscaping Requirements and 604.051 Tree Preservation includes:

- Establish minimum standards for landscaping and buffers with a focus on tree protection, enhancing the aesthetic and environmental quality of the city.
- Outline specific requirements for landscape plans across different types of

developments, ensuring consistency and adherence to city standards.
- Mandate the use of Florida-friendly landscaping practices to promote water conservation, reduce maintenance costs, and support native ecosystems.
- Update requirements for landscape buffer areas based on current zoning districts to enhance compatibility between different land uses.
- Enhance tree preservation standards to protect existing trees during development.
- Introduce incentives for developers to retain mature trees and incorporate them into site designs.
- Define clear procedures for tree removal permits and replacement requirements.

The proposed changes to Sections 604.04 and 604.05 aim to create a more sustainable and aesthetically pleasing urban environment. By adopting these standards, the city will promote responsible development practices that prioritize environmental stewardship and community well-being.

Recommendation:

Staff recommends the City Commission conduct the First Reading of Ordinance No. 15-25 and advance it for adoption at Second Reading.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Stephanie Doster

Attachments:

Exhibit A: NSB Landscape Code Recommended Language Underlined 3-28-25.pdf
Exhibit B: NSB Landscape Code Recommended Language Clean 3-28-25.pdf
Exhibit C: Landscape Code Crosswalk Narrative VHB.pdf
Business Impact Estimate - Ord 15-25 Landscape and Tree Protection.pdf
Ord 15-25 Landscape and Tree Protection.pdf
NSB Landscape Presentation 4-8-25.pptx

604.04 Landscaping

A. Intent:

The intent of this section is to provide minimum standards for landscaping, buffers, and tree protection for the City. The provision and enforcement of these standards enhance the health, safety, and welfare of the citizens of New Smyrna Beach and are designed to meet the following goals:

1. Improving the appearance of the City;
2. Maintaining and protecting property values;
3. Providing an acceptable degree of buffering between abutting property uses;
4. Providing appropriate barriers and relief from traffic, noise, heat, glare, and the spread of dust and debris;
5. Providing for the protection and preservation of trees and native vegetation;
6. Ensuring the local stock of native trees and vegetation is preserved;
7. Encouraging Florida-Friendly landscaping principles into landscape design; and
8. Protecting local waterways through the development of environmentally sustainable landscaping practices.

B. Applicability:

1. The types of development listed below, unless exempted, shall comply with the requirements of this code:
    a. All new construction;
    b. Any change of use which results in an increase in the required off-street parking, as determined by the standards in the City's Land Development Regulations (LDR);
    c. All non-residential redevelopment which results in an increased building footprint, reconfiguration or expansion of parking areas (including increasing or decreasing parking spaces), or development of outparcels within an existing shopping center;
    d. Clearing of any site, including root-rake clearing, shall be subject to the requirements for tree protection, submittal of a tree survey or a tree inventory prepared by a certified arborist or surveyor, and obtaining a tree removal permit;

e. An application for a building permit for a single-family or two-family dwelling proposed on an existing parcel shall include a tree survey or a tree inventory that illustrates the species and diameter at breast height of all trees on site; and

f. The removal of Category I invasive trees as identified on the Florida Invasive Species Council Invasive Plant list, as amended, shall require administrative waiver by the Development Services Director or his/her designee.

2. The following situations are exempt from the requirements of this landscaping code:

a. Development that occurs within the Corridor Overlay Zone (COZ) zoning district;

b. Any interior construction, renovation, or remodeling which does not increase the footprint of the building;

c. Licensed plant or tree nurseries or botanical gardens with respect to those plants and trees grown for sale to the general public in the ordinary course of the licensed business or for public purposes; and

d. The removal of underbrush and trees less than four (4) inches measured at DBH.

C. General Requirements:

1. Landscape Plan:

a. *Single Lot: One and Two Family*

(1) The name, address, and telephone number of the applicant, as well as a licensed landscape architect or landscape designer (if applicable);

(2) Tree survey illustrating the species, size, and location of all existing trees on site to be removed or preserved; and,

(3) Landscape plan illustrating;

i. Type, size, and location of all plant materials, in accordance with this code;

ii. Landscape area protection structures (i.e. curbs, planters, or other similar structures);

iii. Plans and specifications for any proposed irrigation system; and

iv. Required landscape buffer areas per this LDR.

b. *Subdivision, Multi-Family (3 or more units), or Commercial and Industrial*

(1) The name, address, and telephone number of the applicant, as well as a licensed landscape architect (if applicable);

(2) Tree survey illustrating the species, size, and location of all existing trees on site to be removed or preserved; and,

(3) Landscape plan signed and sealed by a licensed landscape architect illustrating:

i. Type, size, and location of all plant materials, in accordance with this code;

ii. Landscape area protection structures (i.e. curbs, planters, or other similar structures);

iii. Plans and specifications for an irrigation system; and

iv. Required landscape buffer areas, in accordance with the City's LDR.

(4) The final landscape plan shall be reviewed by the Development Services Director or his/her designee and no building permit shall be issued by the Building Department until the plan is approved and the following steps have been taken:

i. A land clearing permit has been issued by the City Engineer; and,

ii. Existing trees and vegetation to remain on the property have been flagged by the developer, or his/her designee, and verified by the Development Services Director or his/her designee.

(5) A Certificate of Occupancy cannot be issued until the Development Services Director or his/her designee has verified to the Building Official, in writing, that all landscape and irrigation improvements have been completed in accordance with the approved landscape plan.

c. *Existing Residential, Commercial, or Industrial Property*

The entire replacement of existing landscaping for existing residential, commercial, or industrial property with an existing primary structure, shall at that time be treated as new construction and meet all current landscaping regulations under Article VI. The plan shall indicate the following:

(1) The name, address, and telephone number of the applicant, as well as the registered landscape architect or landscape designer;

(2) Type, size, and location of all plant materials, in accordance with the City's Land Development Regulations (LDR);

(3) Landscape area protection structures (i.e. curbs, planters, or other similar structures);

(4) Plans and specifications for an irrigation system; and

(5) Required landscape buffer areas, in accordance with the City's LDR.

2. Landscape Materials Standards:

a. One hundred percent (100%) of all required landscaping shall be Florida-Friendly Landscaping™ (FFL). The Florida Friendly Landscaping program is a partnership between the University of Florida, Institute of Food and Agricultural Sciences Extension (UF/IFAS Extension) and the Florida Department of Environmental Protection. Detailed information for FFL standards can be found on the IFAS program website or by contacting the Volusia County's local IFAS Extension office at 3100 East New York Avenue, DeLand.

b. All plant materials shall be healthy, well proportioned, disease-free, and pest-free. Additionally, all plant materials shall be Florida No. 1 grade, or better, according to the current "Grades and Standards for Nursery Plants," State of Florida Department of Agriculture, Tallahassee, except where in the discretion of the Development Services Director or his/her designee, natural vegetation is adequate to provide the necessary visual screening.

c. Trees:

(1) Canopy trees shall be a minimum of twelve (12) feet in height and have a minimum caliper of three (3) inches when measured six (6) inches above ground level.

(2) Understory Trees shall be a minimum of eight (8) feet in height and have a minimum caliper of two (2) inches when measured at six (6) inches above ground level.

(3) Trees planted within twelve (12) feet of publicly maintained streets or other improvements shall be selected from Florida-Friendly Landscaping™ or shall be a tree species approved by the Development Services Director or his/her designee.

(4) Driveways and parking areas may be placed under the branches of trees so long as the impervious surface does not exceed fifty percent (50%) of the total area under the drip line of the tree. Impervious areas may be no closer than two (2) feet for palm trees and four (4) feet for all other species of trees.

d. Shrubs shall be a minimum of two (2) feet in height, immediately after planting. Plants for the purpose of creating hedges shall be spaced no more than three (3) feet apart measured from center to center, maintaining a minimum of thirty inches (30") in height after the first year of planting.

e. Ground covers may include any plant materials that reach an average height of not more than twelve (12) inches. They may be used in lieu of grass. Ground covers must present a finished appearance and provide reasonably complete coverage at time of planting.

f. Grassed areas shall be planted with any of the following species of grass common to central Florida: St. Augustine (Stenotaphrum secundatum), Bermuda (Cynodon Dactylon), Zoysia (Zoysia Japonica) and Bahia (Paspalum notatum). Such areas shall be sodded, plugged, or sprigged. Sod is required in swales or other areas subject to erosion.

g. Stone, gravel, pine straw, bark, or a mulch approved by the Development Services Director or his/her designee shall be used in combination with other plants. Cypress bark is not an approved material.

h. Synthetic plants or artificial material in the form of trees, shrubs, ground covers or vines shall not be used in lieu of plant requirements in this section.

3. Maintenance Requirements:

a. All plantings must be maintained in an attractive and healthy condition. Maintenance must include, but not be limited to, watering, tilling, mowing, weeding, removal of litter and dead plant material, and necessary pruning and trimming.

b. All trees may be pruned to maintain shape and promote their shade-giving qualities and to remove diseased or dying portions in areas where falling limbs could be a hazard. Trees shall be pruned only as necessary to promote healthy growth or to avoid power lines. Pruning shall comply with current International Society of Arboriculture (ISA) standards. No more than 20% of the crown shall be removed within a one (1)-year period.

c. It is the responsibility of the property owner, renter, lessee, or agent, adjacent to the right-of-way to maintain all areas within the right-of-way which do not contain the road, curb, median, or sidewalk, to maintain the sod or other materials approved by the city engineer.

d. All landscaped areas and irrigation systems must be maintained in perpetuity by the property owner, tenant, or agent according to these regulations at a minimum. Any property owner who does not maintain the landscaped areas in a healthy, neat, and orderly fashion, free from refuse and debris, is subject to action from the Code Compliance department.

4. Sodding:

a. All landscaped common spaces, whether used for water retention or not, shall be sodded.

b. It is the responsibility of the property owner, renter, lessee, or agent, adjacent to the right-of-way to sod all areas within the right-of-way which do not contain the road, curb, or sidewalk prior to the city issuing a certificate of occupancy for a home or other building.

5. Non-Vegetative Materials.

a. Stone, gravel, artificial turf and rock beds may be used as an accent but shall not be considered permanent landscaping.

b. Stone, gravel, artificial turf and rock beds may be used as an accent but shall not require a permit unless they exceed five hundred (500) square feet.

c. Stone, gravel, artificial turf and rock beds that exceed five hundred (500) square feet are permitted subject to obtaining a permit from the Building Department and compliance with the following provisions:

(1) The installation of artificial turf is permitted in all zoning districts and limited to play areas of public/private parks and institutions.

(2) All artificial turf shall, at a minimum, be installed according to the manufacturer's specifications and shall be subject to City stormwater requirements.

(3) Installation of artificial turf within public and private rights-of-way is prohibited.

(4) Artificial turf shall not be visible from rights-of-way on residentially zoned properties.

(5) Artificial turf may not be installed within fifty (50) feet of any artificial or natural water body with the exception of swimming pools.

(6) Artificial turf is prohibited within drainage features (e.g. retention ponds, swales, and etc.).

(7) Artificial turf must be installed outside of the drip line of any tree.

(8) Artificial turf shall be considered one hundred percent (100%) impervious surface unless an acceptable maximum impervious area is submitted to and approved by the City Engineer. The quantity of artificial turf to be incorporated into the landscaping of a property shall be limited by the maximum impervious area for the subject property within the applicable zoning district and location requirements above.

(9) Artificial turf shall consist of materials that appear natural in appearance and color. The use of indoor/outdoor plastic or nylon carpeting as an installation of artificial turf is prohibited.

6. Utilities:

a. Required plantings shall avoid utility easements unless approved by the New Smyrna Beach Utilities.

b. Where the height and location of overhead powerlines requires the planting of small or low growing trees, planting under or adjacent to powerlines shall be approved by New Smyrna Beach Utilities.

c. Required canopy tree plantings in buffer areas that fall within utility easements may be reduced to understory trees at a rate of two (2) understory trees per required canopy tree.

d. Plant materials shall be selected to minimize potential root system damage or interference with public utilities.

7. Minimum Landscape Standards:

a. Irrigation:

(1) Excepting single family lots, all landscaped areas shall be irrigated with a workable underground irrigation system. Areas left in their natural state do not need to be irrigated.

(2) All multi-family developments containing more than ten (10) units shall use a non-potable water irrigation system for watering landscaped areas if available.

b. Residential:

(1) Each residential lot shall contain a minimum of one (1) tree for every 2,000 square feet of lot area or portion thereof (rounded to the nearest whole number. If a lot contains an insufficient number of existing trees to meet this requirement, replacement trees shall be provided. A minimum of 50% of the trees provided must be a canopy tree, as defined by Florida-Friendly Landscaping™. In addition, a minimum of ten (10) shrubs preserved or planted on the property.

(2) Trees located within setbacks may only be removed upon obtaining necessary removal permits in accordance with all other sections of this code. Prior to the issue of an approved building permit the following trees shall be preserved if located within required setbacks.

i. All historic trees.

ii. All specimen trees

iii. All other non-invasive trees meeting the landscape material standards as described in this code

c. New subdivisions:

(1) Subdivisions that create new streets shall provide a landscaped entrance buffer having minimum dimensions of twenty (20) feet in width, fifty (50) feet in depth, and 1,000 square feet in area on both sides of the main vehicular entranceway to the subdivision.

(2) Platted lots shall have a minimum of one (1) tree for every,2,000 square feet of lot area or portion (rounded to the nearest whole number) and a minimum of ten (10) shrubs preserved or planted on the property. Fifty percent (50%) of the trees provided must be canopy trees. No less than eight (8) of the shrubs shall be located in front of the home. No Certificate of Occupancy shall be issued until this requirement has been met.

(3) All recreation areas within a subdivision shall be landscaped except those with natural vegetation or conservation areas. Recreation areas having trails for walking, jogging or biking in a corridor or lineal type fashion, and having a length of at least 250 feet and a width of at least fifteen (15) feet may be left natural, stabilized, or paved.

(4) Fifteen percent (15%) of the gross area of any new subdivision shall be designated for the protection of trees. The area required to protect specimen trees as defined in this LDR's Definitions section may be included to satisfy this requirement.

d. Multi-family and Non-residential:

(1) A minimum of fifteen percent (15%) of the total gross land area of any development site shall be designated for the protection of trees. This area shall be inclusive of required landscaping, buffer areas, and preserved natural areas. This requirement may be reduced to ten percent (10%) at the discretion of the Development Services Director or his/her designee, if a site is demonstrated to have site constraints limiting access or functionality or due to existing third-party easement.

e. Parking Areas:

(1) All off-street parking lots with eight (8) or more required parking spaces and vehicular use areas (access driveways, service drives, and loading areas) are required to include landscaping.

(2) All landscaped areas, whether on private property or public right-of-way, shall be curbed to protect the landscaping from traffic. If the elevation of a grassed landscaped area is the same as the surrounding impervious area, then curbing shall be gapped to allow flow of water into and through the grassed landscaped area.

(3) Required off-street parking areas with parking spaces for eight (8) vehicles or more shall have interior landscaped areas covering ten (10%) percent of the total off-street parking area.

(4) Shopping centers in the B-5, Planned Shopping Center District, shall have interior landscaped areas covering 20 percent of the total off-street parking area.

(5) Interior landscaped areas are exclusive of any required landscaped buffer areas. No more than 25 percent of the required interior landscaped area shall be placed in any one location except as necessary for minimum area requirements.

(6) Interior landscaped area, excepting landscaped islands, shall include a minimum of one tree per 100 square feet or fraction thereof. Interior landscaped areas shall have a minimum area of 75 square feet with no dimensions less than six feet.

(7) Each landscaped area shall include at least one tree. The remaining area shall be landscaped with shrubs (less than four feet high), grass, or a ground cover, and all plants shall be mulched.

(8) A minimum of one (1) landscaped island shall be provided for every ten (10) parking spaces, as follows:

i. Each island shall contain a minimum of one canopy tree as defined by the Florida-Friendly Landscaping™. For the purpose of accent or landscape design, other trees may be used if approved by the Development Services Director or his/her designee.

ii. Islands shall divide parking spaces in order to relieve large expanses of paved areas.

iii. The size of the island shall be a minimum width of nine (9) feet, as measured from the interior side of the curb, and a minimum area of one hundred sixty (160) square feet. A reduction in width may be allowed on a case-by-case basis, down to six (6) feet wide, and one hundred (100) square feet of area upon approval of the Development Services Director or his/her designee.

iv. Parking lot islands are required at all terminal ends of parking space rows, regardless of whether they have more than ten (10) parking spaces in that row.

v. A waiver of the required ten (10) parking spaces without an island can be authorized by the Development Services Director or his/her designee, if in support of existing tree preservation. In no case shall there be more than fifteen (15) parking spaces without an island. Should a waiver be approved, landscaped islands shall be provided at a minimum width of ten (10') feet wide, as measured form the interior side of curb, and have a minimum area of one hundred eighty (180) square feet.

(9) Tree preservation in parking areas. Preservation and planting of trees in parking lots shall be approved by the Development Services Director or his/her designee in accordance with this LDR. The preservation of trees in parking areas having a diameter of four (4) inches DBH or larger qualify for a reduction in required parking spaces at the discretion of the Development Services Director or his/her designee, when the reduction in parking spaces will preserve approved species of trees. A reduction of up to fifteen percent (15%) of the required parking spaces may be approved, the total reduction in parking spaces shall not exceed fifty (50) spaces. The reduction in parking spaces shall be subject to the following:

i. The number of parking spaces and the percentage of parking reduction requested shall be provided on each site plan application.

ii. The required number of parking spaces shall be designated on an approved site plan.

D. Additional Requirements for Specific Uses:

The following uses require additional considerations beyond the minimum requirements listed above:

1. Adult congregate living facilities: In addition to the LDR Section 504.00 requirements, twenty five percent (25%) of the yard shall be covered with grass or other vegetation. Vegetation or plants other than grass shall be approved by the Development Services Director or his/her designee.

2. Airport Industrial Park: All unpaved lot areas shall be tastefully landscaped with an effective combination of trees, shrubbery, and ground cover. Decorative plazas, pools, flower beds, rock gardens, and other decorative treatments, may be incorporated. Landscaping is to be accomplished using quality materials and workmanship.

3. Child day care on church property: Play areas shall be fenced and landscaped. The landscaping shall include a vegetative hedge planted at least four (4) feet in height, three (3) feet on center, and be six (6) feet in height within two years.

4. Construction and demolition debris disposal facility, materials recovery facility, recovered materials facility or off-site disposal of land clearing debris facility: Perimeter landscape buffers shall be established prior to initiation of the activity and shall be a minimum of fifty (50) feet adjacent to all boundaries.

E. Landscape Buffers:

Where a landscaped buffer area is required, the following regulations shall apply:

1. In General:

a. Buffer areas shall consist of a combination of trees, shrubs, and groundcover. The number of required minimum plantings for trees and shrubs shall conform to Buffer Table 2. A minimum of 20% of the buffer area shall be planted with groundcover.

b. The property owner shall be responsible for the creation and maintenance of all required buffer areas.

c. Some uses may require screening from adjacent properties in the form of opaque fencing, masonry walls, or vegetative hedges.

d. If plant materials are used for screening they shall be at least three (3) feet tall at time of planting.

e. If a decorative wall or fence is used for screening, it shall be six (6) feet high with shrubs planted abutting the side of the wall or fence facing the adjoining property or street. Shrubs shall be planted at intervals of no more than six (6) feet.

f. Any proposed landscape buffer plantings within a utility easement shall be approved by New Smyrna Beach Utilities.

g. A fence or wall included in a buffer screen shall be constructed with the side of the fence or wall with the finished appearance facing the use of lesser intensity or right-of-way.

h. Access through buffer areas to facilitate pedestrian or vehicular traffic between adjacent properties shall not reduce the requirement for plantings based upon linear feet.

i. Access for pedestrian paths or bike trails through a buffer shall be a maximum of one (1) foot wider than the path or trail and located not less than 100 feet apart.

j. A buffer may incorporate stormwater low impact development (LID) best management practices (BMPs) as long as the required plantings are also provided, the landscaping does not interfere with proper functioning of the stormwater system, and the design water depth does not harm the viability of such plantings.

k. Street lighting may be incorporated into the buffer area.

l. Vertical construction, parking, storage, active recreation and loading areas shall not be permitted to encroach a designated buffer area, except for approved pedestrian and bike path access as described above.

2. A buffer shall be required between zoning districts according to the standards set forth in Buffer Table 1. The existence of public or private right-of-way along a property boundary shall not be construed as meeting any part of the buffer requirement, nor as relieving the applicant from providing the required buffer.

Buffer Table 1.

Intensity of Use	1	2	3	4	5
1: A-1C, A-2, A-3, A-4, FR, C, RA, R	No Buffer	Low	Low	Medium+	High
2: RE, R-1, R-2, R-2A, R-3, R-3A, , R-1CO, R-3CO	Low	No buffer	Low	Medium	High
3: R-3B, R-4, R-5, R-6z, MH-1, MH-1CO, MH-2, MH-4	Low	Low	Low	Medium	Medium +
4: MU*, B-2, B-3**, B-4, B-5, B-6, B-6A, CM, I-1	Medium+	Medium	Medium	Low	Medium +
5: I-2, I-3, I-4	High	High	High	Medium+	Medium

*MU zoning district is exempt from buffers except for a five (5) foot buffer around parking areas or when adjacent to residentially zoned properties.

**B-3 zoned parcels may provide a minimum buffer width of five (5') feet abutting other B-3 zoned parcels. B-3 zoned parcels may provide a minimum buffer width of five (5') feet abutting residentially zoned properties when a six (6') foot tall block wall is provided. These buffered areas shall require two (2) canopy trees and thirty-three (33) shrubs planted per 100 linear feet and 20% of the buffer area planted with groundcover.

3. Where a buffer is required it shall conform to the standards set forth in Buffer Table 2.

Buffer Table 2.

Buffer Type	Buffer Width	Required minimum plantings per 100 linear feet
Low	10 Feet	Two (2) Canopy Trees, 66 Shrubs
Medium	15 Feet	Two (2) Canopy Trees, four (4) Understory Trees, 100 Shrubs
Medium +	15 Feet	Two (2) Canopy Trees, four (4) Understory Trees, 100 Shrubs Unbroken hedge, fence, or wall.
High	20 Feet	Three (3) Canopy Trees, Four (4) Understory Trees, 133 Shrubs Unbroken hedge, fence, or wall.

604.051 Tree Preservation:

A. In General:

1. It is unlawful for any person to cut down, move, remove or destroy any tree without first obtaining a tree removal permit, as required by the standards of this landscaping code, from the City's Development Services Department. No permit to cut down, move, remove or destroy any tree shall be issued for any property unless the property owner has an active building permit, or land clearing permit, or water management permit.

2. Fees to cut down, move, remove or destroy any tree shall be as established by resolution of the City Commission.

3. Removal of mangrove trees shall require a permit from the Florida Department of Environmental Protection.

4. This section shall apply to trees that are four (4) inches or greater in diameter at DBH.

5. Trees with a multi-stem trunk system with a well-developed crown at least fifteen (15) feet high as measured from its base shall be subject to the provisions of this section.

6. The removal of Category I invasive trees as identified on the Florida Invasive Species Council Invasive Plant list, as amended, shall require administrative waiver by the Development Services Director or his/her designee.

7. The tree regulations for the city shall be generally in three groups: residential, commercial and industrial, and agriculture zoning classifications. The specific zoning classifications that are covered within each of these groups are set forth in each individual group.

B. Residential Areas:

1. *Residential zoning classifications.* The following tree removal and replacement requirements shall apply in all land zoned for residential uses. This provision shall apply in the RE, R-1, R-2, R-2A, R-3, R-3A, R-3B, R-4, R-5, R-6, R1-CO, R3-CO, MH-1, MH-2, MH1-CO, MH2-CO, zoning districts.

2. *Minimum tree coverage standard.* All properties zoned for residential uses shall have no less than one (1) tree for every 2,000 square feet of property or portion thereof (rounded to the nearest whole number). Example: 8,900 sf: 4 trees, 9,100: 5 trees.

   If any lot contains an insufficient number of existing trees to meet this requirement replacement trees shall be provided by the owner.

3. Time to come into compliance with minimum tree coverage standard.

   a. New construction:

      (1) New construction on vacant property zoned for residential uses shall comply with the minimum tree coverage standards prior to issuance of a certificate of occupancy.

(2) All residential lots shall be fully landscaped no longer than 60 days after a certificate of occupancy has been issued for the dwelling unit.

b. Existing nonconforming properties shall comply with the minimum tree coverage standard when all of the existing structures on the property are replaced with new structures. An Alternative to this requirement is described in Section (7), below.

4. *Fifteen percent of development set aside for trees.* Fifteen percent (15%) of the area of any subdivision shall be designated for the protection of trees. The area required to protect specimen trees may be included to satisfy this requirement. This required area may be constituted as one or more sub-areas within the development. Said area may include any landscape buffer or other landscape areas required by the LDR for a development. Such designated areas shall contain sufficient land area to comply with minimum tree protection standards to adequately protect the trees contained within the areas. A minimum of fifty percent (50%) of the required minimum number of trees as provided in section (5) below shall consist of existing trees within said area. This requirement does not apply to single-family lots in approved subdivisions or additions, remodeling or similar modification of existing multi-family or non-residential development.

5. *Specimen tree protection.* The following table sets forth the minimum requirements for the protection of specimen trees:

No. of Specimen Trees	**Minimum Specimen Tree Protection Requirement**
Less than 3 per acre	80% of all specimen trees
3.0 to 5.0 per acre	65% of all specimen trees
5.1 to 8.0 per acre	50% of all specimen trees
8.0 or more per acre	30% or 6, whichever is greater, specimen trees per acre

6. *Legal mechanism to protect specimen trees.* The developer of a subdivision shall provide legal mechanisms which ensure the protection of specimen trees after construction has occurred. Such mechanisms may include but shall not be limited to conservation easements, common open space, tree protection easements, deed restrictions and homeowner's association documents. Specimen tree protection on residential lots shall only apply in the designated setback areas. Said legal mechanisms shall be reviewed and approved by the City Attorney.

7. As an alternative to meeting the minimum number of required trees on-site, owners of nonconforming properties shall be allowed to pay into the city's tree mitigation fund. The cost of replacement is outlined in in the Tree Removal and Replacement subsection, below. Properties having made an application for building or development permits prior to the adoption of this section and active at the time of adoption of this section shall comply with

the tree regulations in force at the time the building or development permit application was made.

C. Commercial and Industrial Areas:

1. *Commercial and industrial zoning classifications*. The following tree removal and replacement requirements shall be required in all land zoned for commercial and industrial uses. This provision shall apply in the MU, B-2, B-3, B-4, B-5, B-6, B-6A, CM, I-1, I-2, I-3, I-4, BBH, COZ, PUD, HBOD, C, R and PUD zoning districts.

2. *Minimum tree coverage standard.* All properties zoned for commercial and industrial uses shall have no less than one (1) tree for every 2,000 square feet of property or as required by an approved site plan. A minimum of fifteen percent (15%) of the total gross land area of any development site shall be designated for the protection of trees. This area shall be inclusive of required landscaping, buffer areas, and preserved natural areas. This requirement may be reduced to ten percent (10%) at the discretion of the Development Services Director or his/her designee, if a site is demonstrated to have site constraints limiting access or functionality or due to existing third-party easement.

3. *Time to come into compliance with minimum tree coverage standard*. New construction shall comply with the minimum tree coverage standards prior to issuance of a certificate of occupancy. All nonconforming properties shall comply with the minimum tree coverage standard when all of the existing structures on the property are replaced with new structures. Properties having made an application for building or development permits prior to the adoption of this section and active at the time of the adoption of this section shall comply with the tree regulations in force at the time the building or development permit application was made.

D. *Tree Protection During Construction*

1. *Marking trees.* Prior to the commencement of construction, any tree or tree groups to be maintained shall be clearly marked and the markings shall remain in place during construction. Any land clearing equipment shall be operated in a manner as not to injure or destroy any trees designated to remain on the site.

2. *Temporary barriers.* During the period of construction, a temporary barrier at least three (3) feet in height shall be formed a minimum of seven (7) feet from the base of the tree or trees and it shall include at least fifty percent (50%) of the area under the drip line of the tree(s).

3. *Natural soil level.* Except for palm trees, all trees and replacement stock shall have their natural soil level maintained. Tree wells and/or planter islands shall be provided if necessary to maintain the natural existing soil level.

E. Tree Removal and Replacement:

1. *Residential, Commercial, and Industrial Zoned Property.* All tree removal on land zoned for residential, commercial, and industrial zoned uses shall be in compliance with this provision.

   a. Trees not requiring permits or mitigation.

      The trees listed on the Florida Invasive Species Council list of Category I trees may be removed with an administrative waiver issued by the Development Services Director or his/her designee and replacement trees shall not be required to replace trees that have been removed, provided that the removal of the tree or trees does not result in the number of the trees on the property falling below the minimum tree coverage standards. If the removal of a tree or trees results in the number of the trees on the property falling below the minimum tree coverage standard replacement trees are required.

   b. Trees requiring permits for removal and do not require mitigation.

      All dead, dying and diseased trees, per an arborist report, may be removed with a permit from the city and replacement trees shall not be required to replace trees that have been removed, provided that the removal of the tree or trees does not result in the number of the trees on the property falling below the minimum tree coverage standard of no less than one (1) tree for every 2,000 square feet of property. If the removal of a tree or trees results in the number of the trees on the property falling below less than one (1) tree for every 2,000 square feet of property replacement trees are required.

   c. Trees requiring permits for removal and may require mitigation.

      The trees listed below may be removed with a permit from the city and replacement trees shall be required to replace trees that have been removed.

      (1) All specimen trees.

      (2) All historic trees (permit must be issued by City Commission.)

      (3) All other trees not described in (1) or (2) above.

2. *Agriculture Zoning Classifications.* This provision shall apply in the A-1, A-2 and FR zoning districts, and property on which trees were planted and grown for sale to the general public or some public purposes, and licensed plant or tree nurseries, and botanical gardens. Trees located on agricultural cultivation or grazing land, or on commercial plant nursery sites are exempt from the provisions of this section, with the following conditions:

   a. Any property owner who removes or destroys trees from agricultural cultivation or grazing land, or commercial plant nursery sites within three (3) years of filing an

application for rezoning to a non-agricultural classification, applying for subdivision approval, or filing for special exception approval shall be presumed to have performed such removal or destruction of trees with the intent of developing the land for a non-agricultural use and shall not be exempt from the provisions of this section. Said presumption shall be a legally rebuttable presumption.

b. The applicant shall submit with its application for an exemption to the tree replacement requirement copies of any and all contracts, agreements, deeds and all usual and customary business records that would be reasonably necessary for the city to review to determine whether or not the applicant is entitled to an exemption. The applicant shall not fraudulently withhold any document. See generally, section 50 of the Volusia County Code of Ordinances.

c. The property owner shall have rebutted the presumption that the removal or destruction of trees on his property was with the intent of developing the land for a non-agricultural use by filing a sworn and notarized affidavit with the city attesting that any trees that were removed in the past three years from the subject property were removed in conformity with recognized agricultural management or production practices and not merely for the purpose of avoiding the requirements of this section.

The affidavit filed by the property owner may be challenged by the city within thirty (30) days of filing the affidavit.

In the event that the city elects to challenge the property owner's affidavit, the exemption may be denied by the city upon showing by substantial competent evidence that the trees were not removed in conformance with recognized agricultural management or production practices. The city shall have the burden of proof to refute the affidavit filed by the property owner.

d. Any decision to deny an exemption under this provision shall be in writing, state the factors considered in denying the exemption, state the reasons for denying the exemption, and be signed by the Development Services Director or his/her designee.

(1) The city shall consider, among any and all other relevant factors, the following when reviewing any request for an exemption under this provision:

(2) The specific reasons stated by the property owner for removal of the trees.

(3) The length of time the land has been in agricultural production.

(4) Whether the agricultural use has been continuous.

(5) The size of the area as it relates to efficient agricultural production.

(6) Whether the land has been sufficiently and adequately cared for within accepted commercial practices of the dominant type of production.

(7) Whether the land is under lease and if so, the type and terms of said lease.

(8) Whether the tree removal was done in the ordinary course of business.

(9) Any contract for sale in existence at the time the affidavit is submitted.

(10) Other factors that are relevant to the determination of good faith land use.

(11) See generally, section 50 of the Volusia County Code of Ordinances.

3. Replacement Trees.

a. Approved trees. Only trees listed on the Florida-Friendly Landscaping™ shall be planted to meet the minimum tree requirements of this section and be used as replacement trees:

b. Historic and specimen trees shall be replaced with trees of like species unless like species are not reasonably available.

c. Trees listed as Category I invasive species by the Florida Exotic Pest Plant Council are prohibited.

d. Replacement of trees shall be calculated based on the replacement of 40% of the total DBH inches of the protected tree(s) permitted for removal. Single trees may be replaced with two (2) or more trees meeting the standards of this code For one and two-family residences, replacement trees are to be provided based on one replacement tree for each protected tree 12-inches or less DBH and two replacement trees for each tree in excess of 12-inches DBH.

e. To encourage the retention of existing large trees in the city, the following credits shall be applied to reduce the number of replacement trees required by this section:

(1) Preserved specimen trees will be credited at 15% of DBH inches of each tree.

(2) Preserved historic trees will be credited at 20% of DBH inches of each tree.

f. Replacement trees shall adhere to the minimum tree standards in this code. Credited trees shall not reduce the number of required onsite plantings below the minimum requirements of this code.

g. Replacement trees shall be selected from Florida-Friendly Landscaping™. Historic and specimen trees must be replaced with trees of like species unless like species are not reasonably available.

h. Palms may be used as replacement stock up to the full DBH inches of palms being removed from the site and up to one-fifth of the DBH inches of non-palm.

i. Where non-palm species are proposed as replacements for palm trees, the replacements shall be done according to the following chart:

DBH of Palm	DBH of Non-Palm Species
6 inches	1.5 inches
8 inches	2 inches
10 inches	2.5 inches
12 inches	3 inches
14 inches	3.5 inches
16 inches	4 inches

j. When replacement trees are required, the replacement trees shall be installed prior to the issuance of a certificate of occupancy. If there is no certificate of occupancy required for the site, then the replacement trees shall be installed within sixty (60) days of the date when notice is provided that replacement trees are required.

k. Survival of replacement trees shall be guaranteed for one year. Replacement trees that die during the first year after planting must be replaced.

l. Alternate Placement of Replacement Trees

(1) In the event that a property has existing tree canopy coverage of thirty percent (30%) or greater of the property, the property owner may request to place required replacement trees on the public right-of-way immediately adjacent to the property owner's property, or on the publicly-owned neighborhood park or recreation area servicing the property owner's property. Said park or recreation area must be within the incorporated boundaries of the city. The city may grant permission when the proposed tree planting is accompanied by an approved landscape plan and associated maintenance and guarantee agreement between the developer requesting the plantings and the city department that would be responsible for the area in which the trees would be placed. This provision shall in no way affect a property owner's right to seek and receive a general variance granted by the planning and zoning board from the tree preservation requirements.

(2) If replacement trees cannot be placed within public rights-of-way or parks, the developer shall provide a payment to the city for the cost of the remaining replacement trees. The developer shall pay these fees into the city Tree Mitigation Fund.

(3) The cost of replacement trees shall be assessed at the following rates:

i. One hundred thirty-five dollars ($135.00) per DBH inch if verified on-site;

ii. Three hundred twenty-five dollars ($325.00) per DBH inch for impacts to specimen trees;

iii. Seven hundred fifty dollars ($750.00) per DBH inch for impacts to any permit identified historic tree.

(4) If needed, an amendment to this Code will be brought to the planning and zoning board in February of each calendar year. Costs shall be based upon average costs per tree as established by local nurseries selling trees that meet the minimum size requirements outlined in this section.

(5) Funds deposited into the Tree Mitigation Fund shall be appropriated in accordance with the annual adopted budget of the city for, but not limited to, the following projects:

i. Planting native trees, shrubs and plants on city-owned property.

ii. Purchasing environmentally sensitive land for permanent preservation.

iii. Purchasing a vacant parcel that could be planted with replacement trees.

iv. Removing invasive species from city-owned property.1 Raising community awareness about the care of the natural environment.

v. Funding of matching grants for projects involving vegetative plantings.

vi. Designing and planting right-of-way beautification projects

4. *Permitting.*

The tree removal application shall be made in the following manner:

a. Class I Site Plans. If a resident applies to remove a tree from a developed lot, a survey of the lot indicating the location, size and number of trees required to meet the standards of this code shall be provided.

(1) The survey shall confirm that there is at least 1 tree for every 2,000 square feet. If the site is heavily wooded, note that on the application.

(2) In instances of existing developed lots, a sketch plan may be prepared and submitted by the property owner and/or applicant in lieu of a tree survey.

(3) No permit to clear or grade shall be issued until the required survey or sketch is filed with an approved building permit.

b. Class II or Class III Site Plans. Sites requiring Technical Review Staff-approval shall be required to provide a survey of the property prepared by a surveyor registered with the State of Florida showing existing features of the property including elevations, buildings, structures, trees over six (6) inches in trunk diameter at 4.5 feet above ground level, all specimen and historic trees, streets, utility easement rights-of-way, and land use. For properties east of the Indian River the survey must show trees over four (4) inches in

diameter at 4.5 feet above ground level. Credit for trees between 2.5" to 6" in diameter can be given if indicated on the survey in lieu of having to provide mitigation or replacement trees.

(1) A sample size of 20% of a site may be surveyed in lieu of a full survey, or a similar suitable size, based on the discretion of the Development Services Director.

(2) No permit to clear or grade shall be issued until the required survey or sketch is filed with an engineering permit.

c. The location of all trees on the site, designating the trees to be retained, removed, relocated or replaced along with their name (botanical) must be illustrated on the site plan.

d. In the case of partial development, show only those areas and items affected.

e. Upon receipt of the application and fee for tree removal permit, the Development Services Director or his/her designee shall review the plans and may inspect the site.

f. If the work described in submitted tree removal permit is not begun within one (1) year from the date of issuance of the permit for tree removal, said permit shall be void. The Development Services Director or his/her designee reserves the right to extend or rescind the tree removal permit if conditions warrant.

g. Historic trees in all zoning districts shall be removed only upon a tree removal permit granted by the City Commission at a quasi-judicial public hearing, after a finding that the evidence presented is more compelling for the removal of the historic tree than for it to remain.

(1) Petitioners wishing to obtain a permit must show:

i. The tree is currently damaging or is posing an imminent danger to an existing structure; or

ii. The tree is damaging and/or interfering with the installation, operation, and/or maintenance of existing or proposed public infrastructure; or

iii. The tree is dead, diseased, structurally unsound, or severely injured such that the tree is likely to die within two years; or

iv. Other extraordinary circumstance or hardship where the applicant has demonstrated that no other feasible option exists to preserve the tree.

(2) Applications for historic tree removals shall be accompanied by a written tree evaluation report prepared by an ISA certified arborist which identifies the tree's location, size, species, condition, and basis for meeting one or more of the listed removal conditions.

h. Specimen trees 24-inches DBH or greater shall be removed only upon a tree removal permit approved by the Development Services Director or his/her designee, based on the proposed tree removal meeting one (1) of the four (4) conditions listed in Section 8 (a) above. Appeals of the Director's decision may be made to the City Commission as a quasi-judicial matter.

5. *Violations and penalties.*

a. Any person, organization, society, association, or corporation or any agent or representative, who shall violate the provisions of this section shall, upon a finding of violation by the-Development Services Director or his/her designee, be required to replace all removed trees with a number of trees equal to the total DBH inches of the tree(s) removed. The violator may, at the discretion of the Development Services Director or their designee, pay into the Tree Mitigation Fund at the rates described below, after demonstrating that minimum onsite planting requirements have been met, in lieu of meeting the requirements for replacement of damaged or removed trees, in whole, or in part. The replacement of trees or required payments under this section shall not preclude the imposition of any other penalties provided by law or ordinance for the violation. Replacement trees shall be maintained and guaranteed survival for one (1) year.

b. Payments into the Tree Mitigation Fund for violations to this code shall be made at the following rates:

(1) One hundred thirty-five dollars ($135.00) per DBH inch if verified on-site;

(2) Three hundred twenty-five dollars ($325.00) per DBH inch for impacts to specimen trees;

(3) Seven hundred fifty dollars ($750.00) per DBH inch for impacts to any permit identified historic tree.

(4) Four hundred dollars ($400.00) per DBH inch for impacts to any tree identified as to be preserved in permits or landscape plans in addition to the rates above;

(5) If no evidence exists on site to calculate the DBH of the tree(s) removed, then each tree shall be presumed to be a minimum of a 24-inch preserved specimen tree. It is the property owner's responsibility to prove otherwise.

c. No certificate of occupancy or certificate of completion shall be issued for any development until all applicable administrative fines or civil penalties, and permits have been paid, accepted, approved, and verified by the Development Services Director or his/her designee.

6. *Appeal.*

Within thirty (30) days after any decision made by the Development Services Director in the administration and interpretation of this section, but not thereafter, the applicant may appeal to the Planning and Zoning Board, who by majority vote may affirm, reverse or modify the decision of the Development Services Director. The Planning and Zoning Board's review of the Development Services Director's decision shall be de novo with notice to all interested parties at least ten days prior to the hearing on the appeal. Notice shall be made by the City Clerk by U.S. mail and by publication in a newspaper of general circulation in the city of the time and place of the hearing. Any decision by the Planning and Zoning Board shall constitute final administrative action, and appeals must be filed within 30 days of the boards written order of rendition in the circuit court of Volusia County.

7. Stop work orders.

The city shall issue a stop work order to any person found in the act of cutting down, destroying, damaging or removing trees in violation of this section.

604.04 Landscaping

A. Intent:

The intent of this section is to provide minimum standards for landscaping, buffers, and tree protection for the City. The provision and enforcement of these standards enhance the health, safety, and welfare of the citizens of New Smyrna Beach and are designed to meet the following goals:

1. Improving the appearance of the City;
2. Maintaining and protecting property values;
3. Providing an acceptable degree of buffering between abutting property uses;
4. Providing appropriate barriers and relief from traffic, noise, heat, glare, and the spread of dust and debris;
5. Providing for the protection and preservation of trees and native vegetation;
6. Ensuring the local stock of native trees and vegetation is preserved;
7. Encouraging Florida-Friendly landscaping principles into landscape design; and
8. Protecting local waterways through the development of environmentally sustainable landscaping practices.

B. Applicability:

1. The types of development listed below, unless exempted, shall comply with the requirements of this code:
    a. All new construction;
    b. Any change of use which results in an increase in the required off-street parking, as determined by the standards in the City's Land Development Regulations (LDR);
    c. All non-residential redevelopment which results in an increased building footprint, reconfiguration or expansion of parking areas (including increasing or decreasing parking spaces), or development of outparcels within an existing shopping center;
    d. Clearing of any site, including root-rake clearing, shall be subject to the requirements for tree protection, submittal of a tree survey or a tree inventory prepared by a certified arborist or surveyor, and obtaining a tree removal permit;

e. An application for a building permit for a single-family or two-family dwelling proposed on an existing parcel shall include a tree survey or a tree inventory that illustrates the species and diameter at breast height of all trees on site; and

f. The removal of Category I invasive trees as identified on the Florida Invasive Species Council Invasive Plant list, as amended, shall require administrative waiver by the Development Services Director or his/her designee.

2. The following situations are exempt from the requirements of this landscaping code:

a. Development that occurs within the Corridor Overlay Zone (COZ) zoning district;

b. Any interior construction, renovation, or remodeling which does not increase the footprint of the building;

c. Licensed plant or tree nurseries or botanical gardens with respect to those plants and trees grown for sale to the general public in the ordinary course of the licensed business or for public purposes; and

d. The removal of underbrush and trees less than four (4) inches measured at DBH.

C. General Requirements:

1. Landscape Plan:

a. *Single Lot: One and Two Family*

(1) The name, address, and telephone number of the applicant, as well as a licensed landscape architect or landscape designer (if applicable);

(2) Tree survey illustrating the species, size, and location of all existing trees on site to be removed or preserved; and,

(3) Landscape plan illustrating;

i. Type, size, and location of all plant materials, in accordance with this code;

ii. Landscape area protection structures (i.e. curbs, planters, or other similar structures);

iii. Plans and specifications for any proposed irrigation system; and

iv. Required landscape buffer areas per this LDR.

b. *Subdivision, Multi-Family (3 or more units), or Commercial and Industrial*

(1) The name, address, and telephone number of the applicant, as well as a licensed landscape architect (if applicable);

(2) Tree survey illustrating the species, size, and location of all existing trees on site to be removed or preserved; and,

(3) Landscape plan signed and sealed by a licensed landscape architect illustrating:

i. Type, size, and location of all plant materials, in accordance with this code;

ii. Landscape area protection structures (i.e. curbs, planters, or other similar structures);

iii. Plans and specifications for an irrigation system; and

iv. Required landscape buffer areas, in accordance with the City's LDR.

(4) The final landscape plan shall be reviewed by the Development Services Director or his/her designee and no building permit shall be issued by the Building Department until the plan is approved and the following steps have been taken:

i. A land clearing permit has been issued by the City Engineer; and,

ii. Existing trees and vegetation to remain on the property have been flagged by the developer, or his/her designee, and verified by the Development Services Director or his/her designee.

(5) A Certificate of Occupancy cannot be issued until the Development Services Director or his/her designee has verified to the Building Official, in writing, that all landscape and irrigation improvements have been completed in accordance with the approved landscape plan.

c. *Existing Residential, Commercial, or Industrial Property*

The entire replacement of existing landscaping for existing residential, commercial, or industrial property with an existing primary structure, shall at that time be treated as new construction and meet all current landscaping regulations under Article VI. The plan shall indicate the following:

(1) The name, address, and telephone number of the applicant, as well as the registered landscape architect or landscape designer;

(2) Type, size, and location of all plant materials, in accordance with the City's Land Development Regulations (LDR);

(3) Landscape area protection structures (i.e. curbs, planters, or other similar structures);

(4) Plans and specifications for an irrigation system; and

(5) Required landscape buffer areas, in accordance with the City's LDR.

2. Landscape Materials Standards:

a. One hundred percent (100%) of all required landscaping shall be Florida-Friendly Landscaping™ (FFL). The Florida Friendly Landscaping program is a partnership between the University of Florida, Institute of Food and Agricultural Sciences Extension (UF/IFAS Extension) and the Florida Department of Environmental Protection. Detailed information for FFL standards can be found on the IFAS program website or by contacting the Volusia County's local IFAS Extension office at 3100 East New York Avenue, DeLand.

b. All plant materials shall be healthy, well proportioned, disease-free, and pest-free. Additionally, all plant materials shall be Florida No. 1 grade, or better, according to the current "Grades and Standards for Nursery Plants," State of Florida Department of Agriculture, Tallahassee, except where in the discretion of the Development Services Director or his/her designee, natural vegetation is adequate to provide the necessary visual screening.

c. Trees:

(1) Canopy trees shall be a minimum of twelve (12) feet in height and have a minimum caliper of three (3) inches when measured six (6) inches above ground level.

(2) Understory Trees shall be a minimum of eight (8) feet in height and have a minimum caliper of two (2) inches when measured at six (6) inches above ground level.

(3) Trees planted within twelve (12) feet of publicly maintained streets or other improvements shall be selected from Florida-Friendly Landscaping™ or shall be a tree species approved by the Development Services Director or his/her designee.

(4) Driveways and parking areas may be placed under the branches of trees so long as the impervious surface does not exceed fifty percent (50%) of the total area under the drip line of the tree. Impervious areas may be no closer than two (2) feet for palm trees and four (4) feet for all other species of trees.

d. Shrubs shall be a minimum of two (2) feet in height, immediately after planting. Plants for the purpose of creating hedges shall be spaced no more than three (3) feet apart measured from center to center, maintaining a minimum of thirty inches (30") in height after the first year of planting.

e. Ground covers may include any plant materials that reach an average height of not more than twelve (12) inches. They may be used in lieu of grass. Ground covers must present a finished appearance and provide reasonably complete coverage at time of planting.

f. Grassed areas shall be planted with any of the following species of grass common to central Florida: St. Augustine (Stenotaphrum secundatum), Bermuda (Cynodon Dactylon), Zoysia (Zoysia Japonica) and Bahia (Paspalum notatum). Such areas shall be sodded, plugged, or sprigged. Sod is required in swales or other areas subject to erosion.

g. Stone, gravel, pine straw, bark, or a mulch approved by the Development Services Director or his/her designee shall be used in combination with other plants. Cypress bark is not an approved material.

h. Synthetic plants or artificial material in the form of trees, shrubs, ground covers or vines shall not be used in lieu of plant requirements in this section.

3. Maintenance Requirements:

a. All plantings must be maintained in an attractive and healthy condition. Maintenance must include, but not be limited to, watering, tilling, mowing, weeding, removal of litter and dead plant material, and necessary pruning and trimming.

b. All trees may be pruned to maintain shape and promote their shade-giving qualities and to remove diseased or dying portions in areas where falling limbs could be a hazard. Trees shall be pruned only as necessary to promote healthy growth or to avoid power lines. Pruning shall comply with current International Society of Arboriculture (ISA) standards. No more than 20% of the crown shall be removed within a one (1)-year period.

c. It is the responsibility of the property owner, renter, lessee, or agent, adjacent to the right-of-way to maintain all areas within the right-of-way which do not contain the road, curb, median, or sidewalk, to maintain the sod or other materials approved by the city engineer.

d. All landscaped areas and irrigation systems must be maintained in perpetuity by the property owner, tenant, or agent according to these regulations at a minimum. Any property owner who does not maintain the landscaped areas in a healthy, neat, and orderly fashion, free from refuse and debris, is subject to action from the Code Compliance department.

4. Sodding:

a. All landscaped common spaces, whether used for water retention or not, shall be sodded.

b. It is the responsibility of the property owner, renter, lessee, or agent, adjacent to the right-of-way to sod all areas within the right-of-way which do not contain the road, curb, or sidewalk prior to the city issuing a certificate of occupancy for a home or other building.

5. Non-Vegetative Materials.

a. Stone, gravel, artificial turf and rock beds may be used as an accent but shall not be considered permanent landscaping.

b. Stone, gravel, artificial turf and rock beds may be used as an accent but shall not require a permit unless they exceed five hundred (500) square feet.

c. Stone, gravel, artificial turf and rock beds that exceed five hundred (500) square feet are permitted subject to obtaining a permit from the Building Department and compliance with the following provisions:

(1) The installation of artificial turf is permitted in all zoning districts and limited to play areas of public/private parks and institutions.

(2) All artificial turf shall, at a minimum, be installed according to the manufacturer's specifications and shall be subject to City stormwater requirements.

(3) Installation of artificial turf within public and private rights-of-way is prohibited.

(4) Artificial turf shall not be visible from rights-of-way on residentially zoned properties.

(5) Artificial turf may not be installed within fifty (50) feet of any artificial or natural water body with the exception of swimming pools.

(6) Artificial turf is prohibited within drainage features (e.g. retention ponds, swales, and etc.).

(7) Artificial turf must be installed outside of the drip line of any tree.

(8) Artificial turf shall be considered one hundred percent (100%) impervious surface unless an acceptable maximum impervious area is submitted to and approved by the City Engineer. The quantity of artificial turf to be incorporated into the landscaping of a property shall be limited by the maximum impervious area for the subject property within the applicable zoning district and location requirements above.

(9) Artificial turf shall consist of materials that appear natural in appearance and color. The use of indoor/outdoor plastic or nylon carpeting as an installation of artificial turf is prohibited.

6. Utilities:

a. Required plantings shall avoid utility easements unless approved by the New Smyrna Beach Utilities.

b. Where the height and location of overhead powerlines requires the planting of small or low growing trees, planting under or adjacent to powerlines shall be approved by New Smyrna Beach Utilities.

c. Required canopy tree plantings in buffer areas that fall within utility easements may be reduced to understory trees at a rate of two (2) understory trees per required canopy tree.

d. Plant materials shall be selected to minimize potential root system damage or interference with public utilities.

7. Minimum Landscape Standards:

a. Irrigation:

(1) Excepting single family lots, all landscaped areas shall be irrigated with a workable underground irrigation system. Areas left in their natural state do not need to be irrigated.

(2) All multi-family developments containing more than ten (10) units shall use a non-potable water irrigation system for watering landscaped areas if available.

b. Residential:

(1) Each residential lot shall contain a minimum of one (1) tree for every 2,000 square feet of lot area or portion thereof (rounded to the nearest whole number. If a lot contains an insufficient number of existing trees to meet this requirement, replacement trees shall be provided. A minimum of 50% of the trees provided must be a canopy tree, as defined by Florida-Friendly Landscaping™. In addition, a minimum of ten (10) shrubs preserved or planted on the property.

(2) Trees located within setbacks may only be removed upon obtaining necessary removal permits in accordance with all other sections of this code. Prior to the issue of an approved building permit the following trees shall be preserved if located within required setbacks.

i. All historic trees.

ii. All specimen trees

iii. All other non-invasive trees meeting the landscape material standards as described in this code

c. New subdivisions:

(1) Subdivisions that create new streets shall provide a landscaped entrance buffer having minimum dimensions of twenty (20) feet in width, fifty (50) feet in depth, and 1,000 square feet in area on both sides of the main vehicular entranceway to the subdivision.

(2) Platted lots shall have a minimum of one (1) tree for every,2,000 square feet of lot area or portion (rounded to the nearest whole number) and a minimum of ten (10) shrubs preserved or planted on the property. Fifty percent (50%) of the trees provided must be canopy trees. No less than eight (8) of the shrubs shall be located in front of the home. No Certificate of Occupancy shall be issued until this requirement has been met.

(3) All recreation areas within a subdivision shall be landscaped except those with natural vegetation or conservation areas. Recreation areas having trails for walking, jogging or biking in a corridor or lineal type fashion, and having a length of at least 250 feet and a width of at least fifteen (15) feet may be left natural, stabilized, or paved.

(4) Fifteen percent (15%) of the gross area of any new subdivision shall be designated for the protection of trees. The area required to protect specimen trees as defined in this LDR's Definitions section may be included to satisfy this requirement.

d. Multi-family and Non-residential:

(1) A minimum of fifteen percent (15%) of the total gross land area of any development site shall be designated for the protection of trees. This area shall be inclusive of required landscaping, buffer areas, and preserved natural areas. This requirement may be reduced to ten percent (10%) at the discretion of the Development Services Director or his/her designee, if a site is demonstrated to have site constraints limiting access or functionality or due to existing third-party easement.

e. Parking Areas:

(1) All off-street parking lots with eight (8) or more required parking spaces and vehicular use areas (access driveways, service drives, and loading areas) are required to include landscaping.

(2) All landscaped areas, whether on private property or public right-of-way, shall be curbed to protect the landscaping from traffic. If the elevation of a grassed landscaped area is the same as the surrounding impervious area, then curbing shall be gapped to allow flow of water into and through the grassed landscaped area.

(3) Required off-street parking areas with parking spaces for eight (8) vehicles or more shall have interior landscaped areas covering ten (10%) percent of the total off-street parking area.

(4) Shopping centers in the B-5, Planned Shopping Center District, shall have interior landscaped areas covering 20 percent of the total off-street parking area.

(5) Interior landscaped areas are exclusive of any required landscaped buffer areas. No more than 25 percent of the required interior landscaped area shall be placed in any one location except as necessary for minimum area requirements.

(6) Interior landscaped area, excepting landscaped islands, shall include a minimum of one tree per 100 square feet or fraction thereof. Interior landscaped areas shall have a minimum area of 75 square feet with no dimensions less than six feet.

(7) Each landscaped area shall include at least one tree. The remaining area shall be landscaped with shrubs (less than four feet high), grass, or a ground cover, and all plants shall be mulched.

(8) A minimum of one (1) landscaped island shall be provided for every ten (10) parking spaces, as follows:

i. Each island shall contain a minimum of one canopy tree as defined by the Florida-Friendly Landscaping™. For the purpose of accent or landscape design, other trees may be used if approved by the Development Services Director or his/her designee.

ii. Islands shall divide parking spaces in order to relieve large expanses of paved areas.

iii. The size of the island shall be a minimum width of nine (9) feet, as measured from the interior side of the curb, and a minimum area of one hundred sixty (160) square feet. A reduction in width may be allowed on a case-by-case basis, down to six (6) feet wide, and one hundred (100) square feet of area upon approval of the Development Services Director or his/her designee.

iv. Parking lot islands are required at all terminal ends of parking space rows, regardless of whether they have more than ten (10) parking spaces in that row.

v. A waiver of the required ten (10) parking spaces without an island can be authorized by the Development Services Director or his/her designee, if in support of existing tree preservation. In no case shall there be more than fifteen (15) parking spaces without an island. Should a waiver be approved, landscaped islands shall be provided at a minimum width of ten (10') feet wide, as measured form the interior side of curb, and have a minimum area of one hundred eighty (180) square feet.

(9) Tree preservation in parking areas. Preservation and planting of trees in parking lots shall be approved by the Development Services Director or his/her designee in accordance with this LDR. The preservation of trees in parking areas having a diameter of four (4) inches DBH or larger qualify for a reduction in required parking spaces at the discretion of the Development Services Director or his/her designee, when the reduction in parking spaces will preserve approved species of trees. A reduction of up to fifteen percent (15%) of the required parking spaces may be approved, the total reduction in parking spaces shall not exceed fifty (50) spaces. The reduction in parking spaces shall be subject to the following:

i. The number of parking spaces and the percentage of parking reduction requested shall be provided on each site plan application.

ii. The required number of parking spaces shall be designated on an approved site plan.

D. Additional Requirements for Specific Uses:

The following uses require additional considerations beyond the minimum requirements listed above:

1. Adult congregate living facilities: In addition to the LDR Section 504.00 requirements, twenty five percent (25%) of the yard shall be covered with grass or other vegetation. Vegetation or plants other than grass shall be approved by the Development Services Director or his/her designee.

2. Airport Industrial Park: All unpaved lot areas shall be tastefully landscaped with an effective combination of trees, shrubbery, and ground cover. Decorative plazas, pools, flower beds, rock gardens, and other decorative treatments, may be incorporated. Landscaping is to be accomplished using quality materials and workmanship.

3. Child day care on church property: Play areas shall be fenced and landscaped. The landscaping shall include a vegetative hedge planted at least four (4) feet in height, three (3) feet on center, and be six (6) feet in height within two years.

4. Construction and demolition debris disposal facility, materials recovery facility, recovered materials facility or off-site disposal of land clearing debris facility: Perimeter landscape buffers shall be established prior to initiation of the activity and shall be a minimum of fifty (50) feet adjacent to all boundaries.

E. Landscape Buffers:

Where a landscaped buffer area is required, the following regulations shall apply:

1. In General:

a. Buffer areas shall consist of a combination of trees, shrubs, and groundcover. The number of required minimum plantings for trees and shrubs shall conform to Buffer Table 2. A minimum of 20% of the buffer area shall be planted with groundcover.

b. The property owner shall be responsible for the creation and maintenance of all required buffer areas.

c. Some uses may require screening from adjacent properties in the form of opaque fencing, masonry walls, or vegetative hedges.

d. If plant materials are used for screening they shall be at least three (3) feet tall at time of planting.

e. If a decorative wall or fence is used for screening, it shall be six (6) feet high with shrubs planted abutting the side of the wall or fence facing the adjoining property or street. Shrubs shall be planted at intervals of no more than six (6) feet.

f. Any proposed landscape buffer plantings within a utility easement shall be approved by New Smyrna Beach Utilities.

g. A fence or wall included in a buffer screen shall be constructed with the side of the fence or wall with the finished appearance facing the use of lesser intensity or right-of-way.

h. Access through buffer areas to facilitate pedestrian or vehicular traffic between adjacent properties shall not reduce the requirement for plantings based upon linear feet.

i. Access for pedestrian paths or bike trails through a buffer shall be a maximum of one (1) foot wider than the path or trail and located not less than 100 feet apart.

j. A buffer may incorporate stormwater low impact development (LID) best management practices (BMPs) as long as the required plantings are also provided, the landscaping does not interfere with proper functioning of the stormwater system, and the design water depth does not harm the viability of such plantings.

k. Street lighting may be incorporated into the buffer area.

l. Vertical construction, parking, storage, active recreation and loading areas shall not be permitted to encroach a designated buffer area, except for approved pedestrian and bike path access as described above.

2. A buffer shall be required between zoning districts according to the standards set forth in Buffer Table 1. The existence of public or private right-of-way along a property boundary shall not be construed as meeting any part of the buffer requirement, nor as relieving the applicant from providing the required buffer.

Buffer Table 1.

Intensity of Use	1	2	3	4	5
1: A-1C, A-2, A-3, A-4, FR, C, RA, R	No Buffer	Low	Low	Medium+	High
2: RE, R-1, R-2, R-2A, R-3, R-3A, , R-1CO, R-3CO	Low	No buffer	Low	Medium	High
3: R-3B, R-4, R-5, R-6z, MH-1, MH-1CO, MH-2, MH-4	Low	Low	Low	Medium	Medium +
4: MU*, B-2, B-3**, B-4, B-5, B-6, B-6A, CM, I-1	Medium+	Medium	Medium	Low	Medium +
5: I-2, I-3, I-4	High	High	High	Medium+	Medium

*MU zoning district is exempt from buffers except for a five (5) foot buffer around parking areas or when adjacent to residentially zoned properties.

**B-3 zoned parcels may provide a minimum buffer width of five (5′) feet abutting other B-3 zoned parcels. B-3 zoned parcels may provide a minimum buffer width of five (5′) feet abutting residentially zoned properties when a six (6′) foot tall block wall is provided. These buffered areas shall require two (2) canopy trees and thirty-three (33) shrubs planted per 100 linear feet and 20% of the buffer area planted with groundcover.

3. Where a buffer is required it shall conform to the standards set forth in Buffer Table 2.

Buffer Table 2.

Buffer Type	Buffer Width	Required minimum plantings per 100 linear feet
Low	10 Feet	Two (2) Canopy Trees, 66 Shrubs
Medium	15 Feet	Two (2) Canopy Trees, four (4) Understory Trees, 100 Shrubs
Medium +	15 Feet	Two (2) Canopy Trees, four (4) Understory Trees, 100 Shrubs Unbroken hedge, fence, or wall.
High	20 Feet	Three (3) Canopy Trees, Four (4) Understory Trees, 133 Shrubs Unbroken hedge, fence, or wall.

604.051 Tree Preservation:

A. In General:

1. It is unlawful for any person to cut down, move, remove or destroy any tree without first obtaining a tree removal permit, as required by the standards of this landscaping code, from the City's Development Services Department. No permit to cut down, move, remove or destroy any tree shall be issued for any property unless the property owner has an active building permit, or land clearing permit, or water management permit.

2. Fees to cut down, move, remove or destroy any tree shall be as established by resolution of the City Commission.

3. Removal of mangrove trees shall require a permit from the Florida Department of Environmental Protection.

4. This section shall apply to trees that are four (4) inches or greater in diameter at DBH.

5. Trees with a multi-stem trunk system with a well-developed crown at least fifteen (15) feet high as measured from its base shall be subject to the provisions of this section.

6. The removal of Category I invasive trees as identified on the Florida Invasive Species Council Invasive Plant list, as amended, shall require administrative waiver by the Development Services Director or his/her designee.

7. The tree regulations for the city shall be generally in three groups: residential, commercial and industrial, and agriculture zoning classifications. The specific zoning classifications that are covered within each of these groups are set forth in each individual group.

B. Residential Areas:

1. *Residential zoning classifications.* The following tree removal and replacement requirements shall apply in all land zoned for residential uses. This provision shall apply in the RE, R-1, R-2, R-2A, R-3, R-3A, R-3B, R-4, R-5, R-6, R1-CO, R3-CO, MH-1, MH-2, MH1-CO, MH2-CO, zoning districts.

2. *Minimum tree coverage standard.* All properties zoned for residential uses shall have no less than one (1) tree for every 2,000 square feet of property or portion thereof (rounded to the nearest whole number). Example: 8,900 sf: 4 trees, 9,100: 5 trees.

   If any lot contains an insufficient number of existing trees to meet this requirement replacement trees shall be provided by the owner.

3. Time to come into compliance with minimum tree coverage standard.

   a. New construction:

      (1) New construction on vacant property zoned for residential uses shall comply with the minimum tree coverage standards prior to issuance of a certificate of occupancy.

(2) All residential lots shall be fully landscaped no longer than 60 days after a certificate of occupancy has been issued for the dwelling unit.

b. Existing nonconforming properties shall comply with the minimum tree coverage standard when all of the existing structures on the property are replaced with new structures. An Alternative to this requirement is described in Section (7), below.

4. *Fifteen percent of development set aside for trees.* Fifteen percent (15%) of the area of any subdivision shall be designated for the protection of trees. The area required to protect specimen trees may be included to satisfy this requirement. This required area may be constituted as one or more sub-areas within the development. Said area may include any landscape buffer or other landscape areas required by the LDR for a development. Such designated areas shall contain sufficient land area to comply with minimum tree protection standards to adequately protect the trees contained within the areas. A minimum of fifty percent (50%) of the required minimum number of trees as provided in section (5) below shall consist of existing trees within said area. This requirement does not apply to single-family lots in approved subdivisions or additions, remodeling or similar modification of existing multi-family or non-residential development.

5. *Specimen tree protection.* The following table sets forth the minimum requirements for the protection of specimen trees:

No. of Specimen Trees	**Minimum Specimen Tree Protection Requirement**
Less than 3 per acre	80% of all specimen trees
3.0 to 5.0 per acre	65% of all specimen trees
5.1 to 8.0 per acre	50% of all specimen trees
8.0 or more per acre	30% or 6, whichever is greater, specimen trees per acre

6. *Legal mechanism to protect specimen trees.* The developer of a subdivision shall provide legal mechanisms which ensure the protection of specimen trees after construction has occurred. Such mechanisms may include but shall not be limited to conservation easements, common open space, tree protection easements, deed restrictions and homeowner's association documents. Specimen tree protection on residential lots shall only apply in the designated setback areas. Said legal mechanisms shall be reviewed and approved by the City Attorney.

7. As an alternative to meeting the minimum number of required trees on-site, owners of nonconforming properties shall be allowed to pay into the city's tree mitigation fund. The cost of replacement is outlined in in the Tree Removal and Replacement subsection, below. Properties having made an application for building or development permits prior to the adoption of this section and active at the time of adoption of this section shall comply with

the tree regulations in force at the time the building or development permit application was made.

C. Commercial and Industrial Areas:

1. *Commercial and industrial zoning classifications*. The following tree removal and replacement requirements shall be required in all land zoned for commercial and industrial uses. This provision shall apply in the MU, B-2, B-3, B-4, B-5, B-6, B-6A, CM, I-1, I-2, I-3, I-4, BBH, COZ, PUD, HBOD, C, R and PUD zoning districts.

2. *Minimum tree coverage standard.* All properties zoned for commercial and industrial uses shall have no less than one (1) tree for every 2,000 square feet of property or as required by an approved site plan. A minimum of fifteen percent (15%) of the total gross land area of any development site shall be designated for the protection of trees. This area shall be inclusive of required landscaping, buffer areas, and preserved natural areas. This requirement may be reduced to ten percent (10%) at the discretion of the Development Services Director or his/her designee, if a site is demonstrated to have site constraints limiting access or functionality or due to existing third-party easement.

3. *Time to come into compliance with minimum tree coverage standard*. New construction shall comply with the minimum tree coverage standards prior to issuance of a certificate of occupancy. All nonconforming properties shall comply with the minimum tree coverage standard when all of the existing structures on the property are replaced with new structures. Properties having made an application for building or development permits prior to the adoption of this section and active at the time of the adoption of this section shall comply with the tree regulations in force at the time the building or development permit application was made.

D. *Tree Protection During Construction*

1. *Marking trees.* Prior to the commencement of construction, any tree or tree groups to be maintained shall be clearly marked and the markings shall remain in place during construction. Any land clearing equipment shall be operated in a manner as not to injure or destroy any trees designated to remain on the site.

2. *Temporary barriers.* During the period of construction, a temporary barrier at least three (3) feet in height shall be formed a minimum of seven (7) feet from the base of the tree or trees and it shall include at least fifty percent (50%) of the area under the drip line of the tree(s).

3. *Natural soil level.* Except for palm trees, all trees and replacement stock shall have their natural soil level maintained. Tree wells and/or planter islands shall be provided if necessary to maintain the natural existing soil level.

E. Tree Removal and Replacement:

1. *Residential, Commercial, and Industrial Zoned Property*. All tree removal on land zoned for residential, commercial, and industrial zoned uses shall be in compliance with this provision.

   a. Trees not requiring permits or mitigation.

      The trees listed on the Florida Invasive Species Council list of Category I trees may be removed with an administrative waiver issued by the Development Services Director or his/her designee and replacement trees shall not be required to replace trees that have been removed, provided that the removal of the tree or trees does not result in the number of the trees on the property falling below the minimum tree coverage standards. If the removal of a tree or trees results in the number of the trees on the property falling below the minimum tree coverage standard replacement trees are required.

   b. Trees requiring permits for removal and do not require mitigation.

      All dead, dying and diseased trees, per an arborist report, may be removed with a permit from the city and replacement trees shall not be required to replace trees that have been removed, provided that the removal of the tree or trees does not result in the number of the trees on the property falling below the minimum tree coverage standard of no less than one (1) tree for every 2,000 square feet of property. If the removal of a tree or trees results in the number of the trees on the property falling below less than one (1) tree for every 2,000 square feet of property replacement trees are required.

   c. Trees requiring permits for removal and may require mitigation.

      The trees listed below may be removed with a permit from the city and replacement trees shall be required to replace trees that have been removed.

      (1) All specimen trees.

      (2) All historic trees (permit must be issued by City Commission.)

      (3) All other trees not described in (1) or (2) above.

2. *Agriculture Zoning Classifications*. This provision shall apply in the A-1, A-2 and FR zoning districts, and property on which trees were planted and grown for sale to the general public or some public purposes, and licensed plant or tree nurseries, and botanical gardens. Trees located on agricultural cultivation or grazing land, or on commercial plant nursery sites are exempt from the provisions of this section, with the following conditions:

   a. Any property owner who removes or destroys trees from agricultural cultivation or grazing land, or commercial plant nursery sites within three (3) years of filing an

application for rezoning to a non-agricultural classification, applying for subdivision approval, or filing for special exception approval shall be presumed to have performed such removal or destruction of trees with the intent of developing the land for a non-agricultural use and shall not be exempt from the provisions of this section. Said presumption shall be a legally rebuttable presumption.

b. The applicant shall submit with its application for an exemption to the tree replacement requirement copies of any and all contracts, agreements, deeds and all usual and customary business records that would be reasonably necessary for the city to review to determine whether or not the applicant is entitled to an exemption. The applicant shall not fraudulently withhold any document. See generally, section 50 of the Volusia County Code of Ordinances.

c. The property owner shall have rebutted the presumption that the removal or destruction of trees on his property was with the intent of developing the land for a non-agricultural use by filing a sworn and notarized affidavit with the city attesting that any trees that were removed in the past three years from the subject property were removed in conformity with recognized agricultural management or production practices and not merely for the purpose of avoiding the requirements of this section.

   The affidavit filed by the property owner may be challenged by the city within thirty (30) days of filing the affidavit.

   In the event that the city elects to challenge the property owner's affidavit, the exemption may be denied by the city upon showing by substantial competent evidence that the trees were not removed in conformance with recognized agricultural management or production practices. The city shall have the burden of proof to refute the affidavit filed by the property owner.

d. Any decision to deny an exemption under this provision shall be in writing, state the factors considered in denying the exemption, state the reasons for denying the exemption, and be signed by the Development Services Director or his/her designee.

   (1) The city shall consider, among any and all other relevant factors, the following when reviewing any request for an exemption under this provision:

   (2) The specific reasons stated by the property owner for removal of the trees.

   (3) The length of time the land has been in agricultural production.

   (4) Whether the agricultural use has been continuous.

   (5) The size of the area as it relates to efficient agricultural production.

   (6) Whether the land has been sufficiently and adequately cared for within accepted commercial practices of the dominant type of production.

   (7) Whether the land is under lease and if so, the type and terms of said lease.

(8) Whether the tree removal was done in the ordinary course of business.

(9) Any contract for sale in existence at the time the affidavit is submitted.

(10) Other factors that are relevant to the determination of good faith land use.

(11) See generally, section 50 of the Volusia County Code of Ordinances.

3. Replacement Trees.

a. Approved trees. Only trees listed on the Florida-Friendly Landscaping™ shall be planted to meet the minimum tree requirements of this section and be used as replacement trees:

b. Historic and specimen trees shall be replaced with trees of like species unless like species are not reasonably available.

c. Trees listed as Category I invasive species by the Florida Exotic Pest Plant Council are prohibited.

d. Replacement of trees shall be calculated based on the replacement of 40% of the total DBH inches of the protected tree(s) permitted for removal. Single trees may be replaced with two (2) or more trees meeting the standards of this code For one and two-family residences, replacement trees are to be provided based on one replacement tree for each protected tree 12-inches or less DBH and two replacement trees for each tree in excess of 12-inches DBH.

e. To encourage the retention of existing large trees in the city, the following credits shall be applied to reduce the number of replacement trees required by this section:

(1) Preserved specimen trees will be credited at 15% of DBH inches of each tree.

(2) Preserved historic trees will be credited at 20% of DBH inches of each tree.

f. Replacement trees shall adhere to the minimum tree standards in this code. Credited trees shall not reduce the number of required onsite plantings below the minimum requirements of this code.

g. Replacement trees shall be selected from Florida-Friendly Landscaping™. Historic and specimen trees must be replaced with trees of like species unless like species are not reasonably available.

h. Palms may be used as replacement stock up to the full DBH inches of palms being removed from the site and up to one-fifth of the DBH inches of non-palm.

i. Where non-palm species are proposed as replacements for palm trees, the replacements shall be done according to the following chart:

DBH of Palm	DBH of Non-Palm Species
6 inches	1.5 inches
8 inches	2 inches
10 inches	2.5 inches
12 inches	3 inches
14 inches	3.5 inches
16 inches	4 inches

j. When replacement trees are required, the replacement trees shall be installed prior to the issuance of a certificate of occupancy. If there is no certificate of occupancy required for the site, then the replacement trees shall be installed within sixty (60) days of the date when notice is provided that replacement trees are required.

k. Survival of replacement trees shall be guaranteed for one year. Replacement trees that die during the first year after planting must be replaced.

l. Alternate Placement of Replacement Trees

(1) In the event that a property has existing tree canopy coverage of thirty percent (30%) or greater of the property, the property owner may request to place required replacement trees on the public right-of-way immediately adjacent to the property owner's property, or on the publicly-owned neighborhood park or recreation area servicing the property owner's property. Said park or recreation area must be within the incorporated boundaries of the city. The city may grant permission when the proposed tree planting is accompanied by an approved landscape plan and associated maintenance and guarantee agreement between the developer requesting the plantings and the city department that would be responsible for the area in which the trees would be placed. This provision shall in no way affect a property owner's right to seek and receive a general variance granted by the planning and zoning board from the tree preservation requirements.

(2) If replacement trees cannot be placed within public rights-of-way or parks, the developer shall provide a payment to the city for the cost of the remaining replacement trees. The developer shall pay these fees into the city Tree Mitigation Fund.

(3) The cost of replacement trees shall be assessed at the following rates:

i. One hundred thirty-five dollars ($135.00) per DBH inch if verified on-site;

ii. Three hundred twenty-five dollars ($325.00) per DBH inch for impacts to specimen trees;

iii. Seven hundred fifty dollars ($750.00) per DBH inch for impacts to any permit identified historic tree.

(4) If needed, an amendment to this Code will be brought to the planning and zoning board in February of each calendar year. Costs shall be based upon average costs per tree as established by local nurseries selling trees that meet the minimum size requirements outlined in this section.

(5) Funds deposited into the Tree Mitigation Fund shall be appropriated in accordance with the annual adopted budget of the city for, but not limited to, the following projects:

i. Planting native trees, shrubs and plants on city-owned property.

ii. Purchasing environmentally sensitive land for permanent preservation.

iii. Purchasing a vacant parcel that could be planted with replacement trees.

iv. Removing invasive species from city-owned property.1 Raising community awareness about the care of the natural environment.

v. Funding of matching grants for projects involving vegetative plantings.

vi. Designing and planting right-of-way beautification projects

4. *Permitting*.

The tree removal application shall be made in the following manner:

a. Class I Site Plans. If a resident applies to remove a tree from a developed lot, a survey of the lot indicating the location, size and number of trees required to meet the standards of this code shall be provided.

(1) The survey shall confirm that there is at least 1 tree for every 2,000 square feet. If the site is heavily wooded, note that on the application.

(2) In instances of existing developed lots, a sketch plan may be prepared and submitted by the property owner and/or applicant in lieu of a tree survey.

(3) No permit to clear or grade shall be issued until the required survey or sketch is filed with an approved building permit.

b. Class II or Class III Site Plans. Sites requiring Technical Review Staff-approval shall be required to provide a survey of the property prepared by a surveyor registered with the State of Florida showing existing features of the property including elevations, buildings, structures, trees over six (6) inches in trunk diameter at 4.5 feet above ground level, all specimen and historic trees, streets, utility easement rights-of-way, and land use. For properties east of the Indian River the survey must show trees over four (4) inches in

diameter at 4.5 feet above ground level. Credit for trees between 2.5" to 6" in diameter can be given if indicated on the survey in lieu of having to provide mitigation or replacement trees.

(1) A sample size of 20% of a site may be surveyed in lieu of a full survey, or a similar suitable size, based on the discretion of the Development Services Director.

(2) No permit to clear or grade shall be issued until the required survey or sketch is filed with an engineering permit.

c. The location of all trees on the site, designating the trees to be retained, removed, relocated or replaced along with their name (botanical) must be illustrated on the site plan.

d. In the case of partial development, show only those areas and items affected.

e. Upon receipt of the application and fee for tree removal permit, the Development Services Director or his/her designee shall review the plans and may inspect the site.

f. If the work described in submitted tree removal permit is not begun within one (1) year from the date of issuance of the permit for tree removal, said permit shall be void. The Development Services Director or his/her designee reserves the right to extend or rescind the tree removal permit if conditions warrant.

g. Historic trees in all zoning districts shall be removed only upon a tree removal permit granted by the City Commission at a quasi-judicial public hearing, after a finding that the evidence presented is more compelling for the removal of the historic tree than for it to remain.

(1) Petitioners wishing to obtain a permit must show:

i. The tree is currently damaging or is posing an imminent danger to an existing structure; or

ii. The tree is damaging and/or interfering with the installation, operation, and/or maintenance of existing or proposed public infrastructure; or

iii. The tree is dead, diseased, structurally unsound, or severely injured such that the tree is likely to die within two years; or

iv. Other extraordinary circumstance or hardship where the applicant has demonstrated that no other feasible option exists to preserve the tree.

(2) Applications for historic tree removals shall be accompanied by a written tree evaluation report prepared by an ISA certified arborist which identifies the tree's location, size, species, condition, and basis for meeting one or more of the listed removal conditions.

h. Specimen trees 24-inches DBH or greater shall be removed only upon a tree removal permit approved by the Development Services Director or his/her designee, based on the proposed tree removal meeting one (1) of the four (4) conditions listed in Section 8 (a) above. Appeals of the Director's decision may be made to the City Commission as a quasi-judicial matter.

5. *Violations and penalties.*

a. Any person, organization, society, association, or corporation or any agent or representative, who shall violate the provisions of this section shall, upon a finding of violation by the-Development Services Director or his/her designee, be required to replace all removed trees with a number of trees equal to the total DBH inches of the tree(s) removed. The violator may, at the discretion of the Development Services Director or their designee, pay into the Tree Mitigation Fund at the rates described below, after demonstrating that minimum onsite planting requirements have been met, in lieu of meeting the requirements for replacement of damaged or removed trees, in whole, or in part. The replacement of trees or required payments under this section shall not preclude the imposition of any other penalties provided by law or ordinance for the violation. Replacement trees shall be maintained and guaranteed survival for one (1) year.

b. Payments into the Tree Mitigation Fund for violations to this code shall be made at the following rates:

(1) One hundred thirty-five dollars ($135.00) per DBH inch if verified on-site;

(2) Three hundred twenty-five dollars ($325.00) per DBH inch for impacts to specimen trees;

(3) Seven hundred fifty dollars ($750.00) per DBH inch for impacts to any permit identified historic tree.

(4) Four hundred dollars ($400.00) per DBH inch for impacts to any tree identified as to be preserved in permits or landscape plans in addition to the rates above;

(5) If no evidence exists on site to calculate the DBH of the tree(s) removed, then each tree shall be presumed to be a minimum of a 24-inch preserved specimen tree. It is the property owner's responsibility to prove otherwise.

c. No certificate of occupancy or certificate of completion shall be issued for any development until all applicable administrative fines or civil penalties, and permits have been paid, accepted, approved, and verified by the Development Services Director or his/her designee.

6. *Appeal*.

Within thirty (30) days after any decision made by the Development Services Director in the administration and interpretation of this section, but not thereafter, the applicant may appeal to the Planning and Zoning Board, who by majority vote may affirm, reverse or modify the decision of the Development Services Director. The Planning and Zoning Board's review of the Development Services Director's decision shall be de novo with notice to all interested parties at least ten days prior to the hearing on the appeal. Notice shall be made by the City Clerk by U.S. mail and by publication in a newspaper of general circulation in the city of the time and place of the hearing. Any decision by the Planning and Zoning Board shall constitute final administrative action, and appeals must be filed within 30 days of the boards written order of rendition in the circuit court of Volusia County.

7. Stop work orders.

The city shall issue a stop work order to any person found in the act of cutting down, destroying, damaging or removing trees in violation of this section.

Landscape Code Crosswalk

Intent

This section is entirely new. It provides general basis for the application of this code and it's underlying principles.

Applicability

This section is entirely new. It identifies applicability for this code as well as exemptions.

General Requirements

Landscape Plan: New sections to detail what should be provided as part of a landscape plan for new and existing single lots, subdivisions, multi-family, commercial, and industrial uses. How it is reviewed (an existing process).

Landscape Material Standards: This is a new section that describes the quality of landscape materials, it consolidates existing standards with updated language for new trees, shrubs, and ground covers. This section expands on Florida Friendly Landscaping (FFL) requirements, tree standards, and what types of grasses are approved, and synthetic materials.

Maintenance: maintenance responsibilities are existing requirements of the code. Additional requirements have been added to include a general requirement to maintain landscaping in healthy condition and directions for tree pruning.

Sodding: These is existing requirements for common spaces. Minimal changes.

Non-Vegetative Materials: fully new section to provide guidance for the use of stone, gravel, and artificial turf as part of a landscaping plan.

Utilities: Fully new section to provide guidance for landscaping near utility easements. This guidance is to generally avoid utility areas, but also allows for reductions to other sections of this code if avoidance is not possible/desirable.

Minimum Landscape Standards: This section defines the landscaping requirements for a given use. It is a mix of existing code and new requirements.

Two change to this section for single family residences is the increase in the required plantings for single family lots, including a requirement for canopy tree plantings. Additionally, a prohibition on the removal of trees from the setbacks of single family lots has been added.

Minimal changes have been proposed with regard to the planting requirements for new subdivisions.

Multifamily and non-residential requirements are new text that specify a percentage of minimum landscape area.

Parking area requirements are mostly existing text. A new section has been added to define when landscape islands are required, their size, and planting requirements.

Special uses: This is a section that consolidates any special landscaping requirements that exist within the zoning code. It is primarily existing language, except where a standard needed to be made uniform for hedges near day cares.

Landscape Buffers

This section is almost entirely new. It describes buffer areas, who is responsible for them, planting and access requirements. This section also includes a matrix of zoning districts that describes the minimum buffer width and planting requirements (per 100 linear foot of the buffer area) for adjacent properties.

Tree Preservation

Most tree preservation requirements have been maintained. Expanded this section's applicability and added an allowance for removal of invasives with administrative approval. Minor edits for organization and consistency are also in this section.

Tree Removal and Replacement: minor changes to applicability section for clarity sake additional changes were made for consistency with minimum replacement trees in non-agricultural zones. Minimal changes for agricultural classifications.

Replacement Trees: Changed the replacement tree calculation, added a new section to allow credit for tree preservation, and clarified replacement tree requirements for consistency. This section also changes the cost of replacement tree assessment rates.

Permitting: A new section for tree removal application requirements for singular lots has been added. Removal guidelines for Class II and III site plans has been expanded upon. The majority of the permitting section is existing or only slightly modified text.

Violations and Penalties: This section has been heavily modified to provide guidance for assessing the damages for tree removal violations. A new section for payments into the City's Tree Mitigation Fund has been created.

Appeals: This section has only been minorly edited for consistency.

Other Areas of the LDC

These changes allow for the removal of several sections of other articles due to consolidation with the into a singular landscaping code.

Article VIII: Individualized landscaping standards tied to specific uses are moved from sections 801.02 – 801.30 to the new Landscaping Code. Other codes that reference the Landscaping Code (604.04) or Tree Preservation Code (604.051).

Article X: Subdivision Landscaping improvements (1006.00) have been consolidated in the Landscaping Code.

Article XI: Minimum Site Improvements (1105.00) have been included the Landscaping Code.

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORD 15-25 LDR Amendment Article VI, Section 604.04 Landscaping Requirements and 604.051 Tree Preservation

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law1 for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
  b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
  d. Section 633.202, *Florida Statutes*, relating to the Florida *Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See Section 166.041(4)(c), Florida Statutes.*

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The intent of these changes is to enhance the city's landscaping standards, promote tree protection, and ensure sustainable development practices. Establish minimum standards for landscaping and buffers with a focus on tree protection, enhancing the aesthetic and environmental quality of the city. Outline specific requirements for landscape plans across different types of developments, ensuring consistency and adherence to city standards. Mandate the use of Florida-friendly landscaping practices to promote water conservation, reduce maintenance costs, and support native ecosystems. Update requirements for landscape buffer areas based on current zoning districts to enhance compatibility between different land uses. Enhance tree preservation standards to protect existing trees during development.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur; **There is no new direct cost**.
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and **There are no additional fees or new charges**
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
There are no new regulatory costs that will be incurred with the adoption of the ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
This will impact mostly undeveloped, redeveloped and vacant parcels within the city.

4. Additional information the governing body deems useful (if any):

This amendment is proposed to help with clarity of direction for landscaping and tree removal while also to promote tree protection and tree canopy.

ORDINANCE NO. 15-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE LAND DEVELOPMENT REGULATIONS; REPEALING AND REPLACING ARTICLE VI, DEVELOPMENT DESIGN AND IMPROVEMENT STANDARDS, SECTION 604.04, LANDSCAPING REQUIREMENTS AND SECTION 604.51, TREE PRESERVATION, TO UPDATE AND ENHANCE LANDSCAPING AND TREE PRESERVATION REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARINGS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida, has requested administrative text amendments to the Land Development Regulations Article VI, Development Design and Improvement Standards, Section 604.04, Landscaping Requirements and Section 604.51, Tree Preservation to update and enhance landscaping and tree preservation; and

WHEREAS, the Planning and Zoning Board, at its regular meeting on March 3, 2025, by a vote of 5-0, recommended that the City Commission approve the text amendments; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend the Land Development Regulations as more particularly set forth hereinafter.

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

SECTION 1: ***Amendment.*** That New Smyrna Beach Land Development Regulations, Article VI, Development Design and Improvement Standards, Section 604.04, Landscaping Requirements, is hereby repealed and replaced to read as follows: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikethrough~~ and additions to text are indicated by underline.)**

. . .

ARTICLVI. DEVELOPMENT DESIGN AND IMPROVEMENT STANDARDS

604.04 Landscaping requirements.

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

SECTION 2: ***Amendment.*** That New Smyrna Beach Land Development Regulations, Article VI, Development Design and Improvement Standards, Section 604.051, Tree Preservation, is hereby repealed and replaced to read as follows: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikethrough~~ and additions to text are indicated by underline.)**

ARTICLVI. DEVELOPMENT DESIGN AND IMPROVEMENT STANDARDS

604.501 Tree preservation.

SEE EXHIBIT "B" ATTACHED HERETO
AND MADE A PART HEREOF.

. . .

SECTION 3: ***Codification.*** Following adoption of this ordinance, the City Clerk shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's Code of Ordinances. Municipal Code Corporation's usual and customary fee for said codification service is hereby approved.

SECTION 4: ***Public Hearing.*** That the public hearing considering the adoption of this ordinance shall be held at 6:30 p.m. on April 22, 2025, continued to July 8, 2025, in the City Commission Chamber, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a), F.S.

SECTION 5: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 6: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 7: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 8: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 7/1/2025

Exhibit "A"

604.04. *Landscaping requirements.*

A. *Shrubs*. Each residential lot within a subdivision developed after the effective date of this LDR shall have a minimum of ten shrubs preserved or planted on the property. No less than eight of the shrubs shall be located in front of the home. The shrubs shall be a minimum of 18 inches in height. No certificate of occupancy shall be issued until this requirement has been met.

B. *Landscape plan.* A landscape plan, signed and sealed by a landscape architect, shall be submitted with each site plan. The plan shall indicate the type, size, and location of plant materials, and shall include plans and specifications for an irrigation system. Two sketch landscape plans shall be prepared at the site by the architect or engineer in collaboration with the city manager or his/her designee. One plan is then given to the city manager or his/her designee and the other plan is used by the architect or engineer in preparing the final landscape plan to be submitted with the site plans to the planning department.

The final landscape plan shall be reviewed by the city manager or his/her designee and no building permit shall be issued by the building department for any building until the plan is approved and the following steps have been taken: (1) a land clearing permit has been issued by the city engineer; (2) existing trees and vegetation to remain on the property have been flagged by the developer, or his/her designee, and verified by the city manager or his/her designee. A certificate of occupancy cannot be issued until the city manager or his/her designee has verified to the building official, in writing, that all landscape and irrigation improvements have been completed in accordance with the approved landscape plan.

Any existing residential, commercial, or industrial property that has an existing primary structure, that is replacing the entire existing landscaping, shall at this time meet all current landscaping regulations under Article VI.

The following regulations shall apply to the landscape plans:

(1) All plant materials shall be Florida No. 1 grade, or better, according to the current "Grades and Standards for Nursery Plants," State of Florida Department of Agriculture, Tallahassee, except where in the discretion of the city manager or his designee, natural vegetation is adequate to provide the necessary visual screening.

(2) Tree species shall be a minimum of nine feet in height and have a minimum caliper of two and one-half inches when measured six inches above ground level. Also, trees planted within 12 feet of publicly maintained streets or other improvements shall be selected from a "List of Trees" available at the parks and recreation department or shall be a tree species approved by the city manager or his designee.

(3) Shrubs and hedges shall be a minimum of two feet in height, immediately after planting. Plants shall be spaced no more than three feet apart measured from center to center.

(4) Ground covers may include any plant materials that reach an average height of not more than 12 inches. They may be used in lieu of grass. Ground covers must present a finished appearance and provide reasonably complete coverage at time of planting.

(5) Grassed areas shall be planted with any species of grass common to central Florida. Such areas shall be sodded, plugged, or sprigged. Sod is required in swales or other areas subject to erosion.

(6) Stone, gravel, cypress mulch, bark, or a mulch approved by the city manager or his designee shall be used in combination with other plants.

C. *Landscaped buffer requirements*. Where a landscaped buffer area is required, the following regulations shall apply:

(1) A landscaped buffer area shall be provided in zoning districts as required in article V. Such buffer shall be not less than seven feet in width unless otherwise specified, measured at right angles to the property line and landscaped with 20 percent trees, 60 percent shrubs and hedges, and 20 percent any combination of materials described in [sub]section 604.05 B.(2), (3), (4), and (6).

(2) When a landscaped buffer area abuts a single-family or two-family zoning classification, it shall include a visual screen constructed of materials as described in [sub]section 604.05 C.(3) or a decorative screening wall or fence.

(3) If plant materials are used for screening, they shall be selected and located to provide, within two years, a visual barrier that is three feet to six feet above the average ground level of the buffer area.

(4) If a decorative wall or fence is used for screening, it shall be six feet high with shrubs or vines planted abutting the side of the wall or fence facing the adjoining property or street. Shrubs and vines shall be planted at intervals of no more than ten feet.

(5) All required landscape buffer plantings shall be placed outside any utility easement.

D. *Commercial buffers.* Required off-street parking areas having off-street parking spaces for more than eight vehicles shall have interior landscaped areas covering ten percent of the total off-street parking area; however, shopping centers in the B-5, Planned Shopping Center District, shall have interior landscaped areas covering 20 percent of the total off-street parking area. Interior landscaped areas are exclusive of any required landscaped buffer areas. No more than 25 percent of the required interior landscaped area shall be placed in any one location except as necessary for minimum area requirements. The interior landscaped area shall include a minimum of one tree per 100 square feet or fraction thereof. Interior landscaped areas shall have a minimum area of 75 square feet with no dimensions less than six feet.

Each landscaped area shall include at least one tree. The remaining area shall be landscaped with shrubs (less than four feet high), grass, or a ground cover, and all plants shall be mulched.

E. *Irrigation*. All landscaped areas shall be irrigated with a workable underground irrigation system except that areas left natural do not need to be irrigated.

~~F. *Multi-family irrigation.* All multi-family developments containing more than ten units shall use a non-potable water irrigation system for watering landscaped areas.~~

~~G. *Failure to maintain irrigation system.* All landscaped areas and irrigation systems must be maintained in perpetuity by the property owner, tenant, or agent according to these regulations at a minimum. Any property owner who does not maintain the landscaped areas in a healthy, neat, and orderly fashion, free from refuse and debris, is subject to action from the code enforcement officer and citizens code enforcement board.~~

~~H. *Common space sodding requirement.* All common space, whether used for water retention or not, shall be sodded and irrigated.~~

~~I. *Residential sodding within 90 days.* All residential lots shall be fully landscaped no longer than 90 days after a certification of occupancy has been issued for the dwelling unit.~~

~~J. *Property owner's duty to sod right-of-way.* It is the responsibility of the property owner, renter, lessee, or agent, adjacent to the right-of-way to sod all areas within the right-of-way which do not contain the road, curb, or sidewalk prior to the city issuing a certificate of occupancy for a home or other building. It is the responsibility of the property owner, renter, lessee, or agent, adjacent to the right-of-way to maintain all areas within the right-of-way which do not contain the road, curb, or sidewalk, to maintain the sod or other approved materials approved by the city engineer.~~

~~K. *Curb to protect landscaping.* All landscaped areas, whether on private property or public right-of-way, shall be curbed to protect the landscaping from traffic. If the elevation of a grassed landscaped area is the same as the surrounding impervious area, than curbing shall be gapped to allow flow of water into and through the grassed landscaped area.~~

604.04 Landscaping

A. Intent:

The intent of this section is to provide minimum standards for landscaping, buffers, and tree protection for the City. The provision and enforcement of these standards enhance the health, safety, and welfare of the citizens of New Smyrna Beach and are designed to meet the following goals:

1. Improving the appearance of the City;
2. Maintaining and protecting property values;
3. Providing an acceptable degree of buffering between abutting property uses;
4. Providing appropriate barriers and relief from traffic, noise, heat, glare, and the spread of dust and debris;
5. Providing for the protection and preservation of trees and native vegetation;
6. Ensuring the local stock of native trees and vegetation is preserved;
7. Encouraging Florida-Friendly landscaping principles into landscape design; and

8. Protecting local waterways through the development of environmentally sustainable landscaping practices.

B. Applicability:

1. The types of development listed below, unless exempted, shall comply with the requirements of this code:

   a. All new construction;

   b. Any change of use which results in an increase in the required off-street parking, as determined by the standards in the City's Land Development Regulations (LDR);

   c. All non-residential redevelopment which results in an increased building footprint, reconfiguration or expansion of parking areas (including increasing or decreasing parking spaces), or development of outparcels within an existing shopping center;

   d. Clearing of any site, including root-rake clearing, shall be subject to the requirements for tree protection, submittal of a tree survey or a tree inventory prepared by a certified arborist or surveyor, and obtaining a tree removal permit;

   e. An application for a building permit for a single-family or two-family dwelling proposed on an existing parcel shall include a tree survey or a tree inventory that illustrates the species and diameter at breast height of all trees, four (4) inches DBH or larger, on site; and

   f. The removal of Category I invasive trees as identified on the Florida Invasive Species Council Invasive Plant list, as amended, shall require administrative waiver by the Development Services Director or his/her designee.

2. The following situations are exempt from the requirements of this landscaping code:

   a. Development that occurs within the Corridor Overlay Zone (COZ) zoning district;

   b. Any interior construction, renovation, or remodeling which does not increase the footprint of the building;

   c. Licensed plant or tree nurseries or botanical gardens with respect to those plants and trees grown for sale to the general public in the ordinary course of the licensed business or for public purposes; and

   d. The removal of underbrush and trees less than four (4) inches measured at DBH.

C. General Requirements:

1. Landscape Plan:

   a. *Single Lot: One and Two Family*

      (1) The name, address, and telephone number of the applicant, as well as a licensed landscape architect or landscape designer (if applicable);

(2) Tree survey illustrating the species, size, and location of all existing trees on site, four (4) inches DBH or larger, to be removed or preserved; and,

(3) Landscape plan illustrating;

i. Type, size, and location of all plant materials, in accordance with this code;

ii. Landscape area protection structures (i.e. curbs, planters, or other similar structures);

iii. Plans and specifications for any proposed irrigation system; and

iv. Required landscape buffer areas per this LDR.

b. *Subdivision, Multi-Family (3 or more units), or Commercial and Industrial*

(1) The name, address, and telephone number of the applicant, as well as a licensed landscape architect (if applicable);

(2) Tree survey illustrating the species, size, and location of all existing trees on site, four (4) inches DBH or larger, to be removed or preserved; and,

(3) Landscape plan signed and sealed by a licensed landscape architect illustrating:

i. Type, size, and location of all plant materials, in accordance with this code;

ii. Landscape area protection structures (i.e. curbs, planters, or other similar structures);

iii. Plans and specifications for an irrigation system; and

iv. Required landscape buffer areas, in accordance with the City's LDR.

(4) The final landscape plan shall be reviewed by the Development Services Director or his/her designee and no building permit shall be issued by the Building Department until the plan is approved and the following steps have been taken:

i. A land clearing permit has been issued by the City Engineer; and,

ii. Existing trees and vegetation to remain on the property have been flagged by the developer, or his/her designee, and verified by the Development Services Director or his/her designee.

(5) A Certificate of Occupancy cannot be issued until the Development Services Director or his/her designee has verified to the Building Official, in writing, that all landscape and irrigation improvements have been completed in accordance with the approved landscape plan.

c. *Existing Residential, Commercial, or Industrial Property*

The entire replacement of existing landscaping for existing residential, commercial, or industrial property with an existing primary structure, shall at that time be treated as new construction and meet all current landscaping regulations under Article VI. The plan shall indicate the following:

(1) The name, address, and telephone number of the applicant, as well as the registered landscape architect or landscape designer;

(2) Type, size, and location of all plant materials, in accordance with the City's Land Development Regulations (LDR);

(3) Landscape area protection structures (i.e. curbs, planters, or other similar structures);

(4) Plans and specifications for an irrigation system; and

(5) Required landscape buffer areas, in accordance with the City's LDR.

2. Landscape Materials Standards:

a. One hundred percent (100%) of all required landscaping shall be Florida-Friendly Landscaping™ (FFL). The Florida Friendly Landscaping program is a partnership between the University of Florida, Institute of Food and Agricultural Sciences Extension (UF/IFAS Extension) and the Florida Department of Environmental Protection. Detailed information for FFL standards can be found on the IFAS program website or by contacting the Volusia County's local IFAS Extension office at 3100 East New York Avenue, DeLand.

b. All plant materials shall be healthy, well proportioned, disease-free, and pest-free. Additionally, all plant materials shall be Florida No. 1 grade, or better, according to the current "Grades and Standards for Nursery Plants," State of Florida Department of Agriculture, Tallahassee, except where in the discretion of the Development Services Director or his/her designee, natural vegetation is adequate to provide the necessary visual screening.

c. Trees:

(1) Canopy trees shall be a minimum of twelve (12) feet in height and have a minimum caliper of three (3) inches when measured six (6) inches above ground level.

(2) Understory Trees shall be a minimum of eight (8) feet in height and have a minimum caliper of two (2) inches when measured at six (6) inches above ground level.

(3) Trees planted within twelve (12) feet of publicly maintained streets or other improvements shall be selected from Florida-Friendly Landscaping™ or shall be a tree species approved by the Development Services Director or his/her designee.

(4) Driveways and parking areas may be placed under the branches of trees so long as the impervious surface does not exceed fifty percent (50%) of the total area under the drip line of the tree. Impervious areas may be no closer than two (2) feet for palm trees and four (4) feet for all other species of trees.

d. Shrubs shall be a minimum of two (2) feet in height, immediately after planting. Plants for the purpose of creating hedges shall be spaced no more than three (3) feet apart measured from center to center, maintaining a minimum of thirty inches (30") in height after the first year of planting.

e. Ground covers may include any plant materials that reach an average height of not more than twelve (12) inches. They may be used in lieu of grass. Ground covers must present a finished appearance and provide reasonably complete coverage at time of planting.

f. Grassed areas shall be planted with any of the following species of grass common to central Florida: St. Augustine (Stenotaphrum secundatum), Bermuda (Cynodon Dactylon), Zoysia (Zoysia Japonica) and Bahia (Paspalum notatum). Such areas shall be sodded, plugged, or sprigged. Sod is required in swales or other areas subject to erosion.

g. Stone, gravel, pine straw, bark, or a mulch approved by the Development Services Director or his/her designee shall be used in combination with other plants. Cypress bark is not an approved material.

h. Synthetic plants or artificial material in the form of trees, shrubs, ground covers or vines shall not be used in lieu of plant requirements in this section.

3. Maintenance Requirements:

a. All plantings must be maintained in an attractive and healthy condition. Maintenance must include, but not be limited to, watering, tilling, mowing, weeding, removal of litter and dead plant material, and necessary pruning and trimming.

b. All trees may be pruned to maintain shape and promote their shade-giving qualities and to remove diseased or dying portions in areas where falling limbs could be a hazard. Trees shall be pruned only as necessary to promote healthy growth or to avoid power lines. Pruning shall comply with current International Society of Arboriculture (ISA) standards. No more than 20% of the crown shall be removed within a one (1)-year period.

c. It is the responsibility of the property owner, renter, lessee, or agent, adjacent to the right-of-way to maintain all areas within the right-of-way which do not contain the

road, curb, median, or sidewalk, to maintain the sod or other materials approved by the city engineer.

d. All landscaped areas and irrigation systems must be maintained in perpetuity by the property owner, tenant, or agent according to these regulations at a minimum. Any property owner who does not maintain the landscaped areas in a healthy, neat, and orderly fashion, free from refuse and debris, is subject to action from the Code Compliance department.

4. Sodding:

a. All landscaped common spaces, whether used for water retention or not, shall be sodded.

b. It is the responsibility of the property owner, renter, lessee, or agent, adjacent to the right-of-way to sod all areas within the right-of-way which do not contain the road, curb, or sidewalk prior to the city issuing a certificate of occupancy for a home or other building.

5. Non-Vegetative Materials.

a. Stone, gravel, artificial turf and rock beds may be used as an accent but shall not be considered permanent landscaping.

b. Stone, gravel, artificial turf and rock beds may be used as an accent but shall not require a permit unless they exceed five hundred (500) square feet.

c. Stone, gravel, artificial turf and rock beds that exceed five hundred (500) square feet are permitted subject to obtaining a permit from the Building Department and compliance with the following provisions:

(1) The installation of artificial turf is permitted in all zoning districts and limited to play areas of public/private parks and institutions.

(2) All artificial turf shall, at a minimum, be installed according to the manufacturer's specifications and shall be subject to City stormwater requirements.

(3) Installation of artificial turf within public and private rights-of-way is prohibited.

(4) Artificial turf shall not be visible from rights-of-way on residentially zoned properties.

(5) Artificial turf may not be installed within fifty (50) feet of any artificial or natural water body with the exception of swimming pools.

(6) Artificial turf is prohibited within drainage features (e.g. retention ponds, swales, and etc.).

(7) Artificial turf must be installed outside of the drip line of any tree.

(8) Artificial turf shall be considered one hundred percent (100%) impervious surface unless an acceptable maximum impervious area is submitted to and approved by

the City Engineer. The quantity of artificial turf to be incorporated into the landscaping of a property shall be limited by the maximum impervious area for the subject property within the applicable zoning district and location requirements above.

(9) Artificial turf shall consist of materials that appear natural in appearance and color. The use of indoor/outdoor plastic or nylon carpeting as an installation of artificial turf is prohibited.

6. Utilities:

a. Required plantings shall avoid utility easements unless approved by the New Smyrna Beach Utilities.

b. Where the height and location of overhead powerlines requires the planting of small or low growing trees, planting under or adjacent to powerlines shall be approved by New Smyrna Beach Utilities.

c. Required canopy tree plantings in buffer areas that fall within utility easements may be reduced to understory trees at a rate of two (2) understory trees per required canopy tree.

d. Plant materials shall be selected to minimize potential root system damage or interference with public utilities.

7. Minimum Landscape Standards:

a. Irrigation:

(1) Excepting single family lots, all landscaped areas shall be irrigated with a workable underground irrigation system. Areas left in their natural state do not need to be irrigated.

(2) All multi-family developments containing more than ten (10) units shall use a non-potable water irrigation system for watering landscaped areas if available.

b. Residential:

(1) Each residential lot shall contain a minimum of one (1) tree for every 2,000 square feet of lot area or portion thereof (rounded to the nearest whole number. If a lot contains an insufficient number of existing trees to meet this requirement, replacement trees shall be provided. A minimum of 50% of the trees provided must be a canopy tree, as defined by Florida-Friendly Landscaping™. In addition, a minimum of ten (10) shrubs preserved or planted on the property.

(2) Trees located within setbacks may only be removed upon obtaining necessary removal permits in accordance with all other sections of this code. Prior to the

issue of an approved building permit the following trees shall be preserved if located within required setbacks.

i. All historic trees.

ii. All specimen trees

iii. All other non-invasive trees meeting the landscape material standards as described in this code

c. New subdivisions:

(1) Subdivisions that create new streets shall provide a landscaped entrance buffer having minimum dimensions of twenty (20) feet in width, fifty (50) feet in depth, and 1,000 square feet in area on both sides of the main vehicular entranceway to the subdivision.

(2) Platted lots shall have a minimum of one (1) tree for every,2,000 square feet of lot area or portion (rounded to the nearest whole number) and a minimum of ten (10) shrubs preserved or planted on the property. Fifty percent (50%) of the trees provided must be canopy trees. No less than eight (8) of the shrubs shall be located in front of the home. No Certificate of Occupancy shall be issued until this requirement has been met.

(3) All recreation areas within a subdivision shall be landscaped except those with natural vegetation or conservation areas. Recreation areas having trails for walking, jogging or biking in a corridor or lineal type fashion, and having a length of at least 250 feet and a width of at least fifteen (15) feet may be left natural, stabilized, or paved.

(4) Fifteen percent (15%) of the gross area of any new subdivision shall be designated for the protection of trees. The area required to protect specimen trees as defined in this LDR's Definitions section may be included to satisfy this requirement.

d. Multi-family and Non-residential:

(1) A minimum of fifteen percent (15%) of the total gross land area of any development site shall be designated for the protection of trees. This area shall be inclusive of required landscaping, buffer areas, and preserved natural areas. This requirement may be reduced to ten percent (10%) at the discretion of the Development Services Director or his/her designee, if a site is demonstrated to have site constraints limiting access or functionality or due to existing third-party easement.

e. Parking Areas:

(1) All off-street parking lots with eight (8) or more required parking spaces and vehicular use areas (access driveways, service drives, and loading areas) are required to include landscaping.

(2) All landscaped areas, whether on private property or public right-of-way, shall be curbed to protect the landscaping from traffic. If the elevation of a grassed landscaped area is the same as the surrounding impervious area, then curbing shall be gapped to allow flow of water into and through the grassed landscaped area.

(3) Required off-street parking areas with parking spaces for eight (8) vehicles or more shall have interior landscaped areas covering ten (10%) percent of the total off-street parking area.

(4) Shopping centers in the B-5, Planned Shopping Center District, shall have interior landscaped areas covering 20 percent of the total off-street parking area.

(5) Interior landscaped areas are exclusive of any required landscaped buffer areas. No more than 25 percent of the required interior landscaped area shall be placed in any one location except as necessary for minimum area requirements.

(6) Interior landscaped area, excepting landscaped islands, shall include a minimum of one tree per 100 square feet or fraction thereof. Interior landscaped areas shall have a minimum area of 75 square feet with no dimensions less than six feet.

(7) Each landscaped area shall include at least one tree. The remaining area shall be landscaped with shrubs (less than four feet high), grass, or a ground cover, and all plants shall be mulched.

(8) A minimum of one (1) landscaped island shall be provided for every ten (10) parking spaces, as follows:

i. Each island shall contain a minimum of one canopy tree as defined by the Florida-Friendly Landscaping™. For the purpose of accent or landscape design, other trees may be used if approved by the Development Services Director or his/her designee.

ii. Islands shall divide parking spaces in order to relieve large expanses of paved areas.

iii. The size of the island shall be a minimum width of nine (9) feet, as measured from the interior side of the curb, and a minimum area of one hundred sixty (160) square feet. A reduction in width may be allowed on a case-by-case basis, down to six (6) feet wide, and one hundred (100) square feet of area upon approval of the Development Services Director or his/her designee.

iv. Parking lot islands are required at all terminal ends of parking space rows, regardless of whether they have more than ten (10) parking spaces in that row.

v. A waiver of the required ten (10) parking spaces without an island can be authorized by the Development Services Director or his/her designee, if in support of existing tree preservation. In no case shall there be more than fifteen (15) parking spaces without an island. Should a waiver be approved,

landscaped islands shall be provided at a minimum width of ten (10') feet wide, as measured form the interior side of curb, and have a minimum area of one hundred eighty (180) square feet.

(9) Tree preservation in parking areas. Preservation and planting of trees in parking lots shall be approved by the Development Services Director or his/her designee in accordance with this LDR. The preservation of trees in parking areas having a diameter of four (4) inches DBH or larger qualify for a reduction in required parking spaces at the discretion of the Development Services Director or his/her designee, when the reduction in parking spaces will preserve approved species of trees. A reduction of up to fifteen percent (15%) of the required parking spaces may be approved, the total reduction in parking spaces shall not exceed fifty (50) spaces. The reduction in parking spaces shall be subject to the following:

i. The number of parking spaces and the percentage of parking reduction requested shall be provided on each site plan application.

ii. The required number of parking spaces shall be designated on an approved site plan.

D. Additional Requirements for Specific Uses:

The following uses require additional considerations beyond the minimum requirements listed above:

1. Adult congregate living facilities: In addition to the LDR Section 504.00 requirements, twenty five percent (25%) of the yard shall be covered with grass or other vegetation. Vegetation or plants other than grass shall be approved by the Development Services Director or his/her designee.

2. Airport Industrial Park: All unpaved lot areas shall be tastefully landscaped with an effective combination of trees, shrubbery, and ground cover. Decorative plazas, pools, flower beds, rock gardens, and other decorative treatments, may be incorporated. Landscaping is to be accomplished using quality materials and workmanship.

3. Child day care on church property: Play areas shall be fenced and landscaped. The landscaping shall include a vegetative hedge planted at least four (4) feet in height, three (3) feet on center, and be six (6) feet in height within two years.

4. Construction and demolition debris disposal facility, materials recovery facility, recovered materials facility or off-site disposal of land clearing debris facility: Perimeter landscape buffers shall be established prior to initiation of the activity and shall be a minimum of fifty (50) feet adjacent to all boundaries.

E. Landscape Buffers:

Where a landscaped buffer area is required, the following regulations shall apply:

1. In General:

a. Buffer areas shall consist of a combination of trees, shrubs, and groundcover. The number of required minimum plantings for trees and shrubs shall conform to Buffer Table 2. A minimum of 20% of the buffer area shall be planted with groundcover.

b. The property owner shall be responsible for the creation and maintenance of all required buffer areas.

c. Some uses may require screening from adjacent properties in the form of opaque fencing, masonry walls, or vegetative hedges.

d. If plant materials are used for screening they shall be at least three (3) feet tall at time of planting.

e. If a decorative wall or fence is used for screening, it shall be six (6) feet high with shrubs planted abutting the side of the wall or fence facing the adjoining property or street. Shrubs shall be planted at intervals of no more than six (6) feet.

f. Any proposed landscape buffer plantings within a utility easement shall be approved by New Smyrna Beach Utilities.

g. A fence or wall included in a buffer screen shall be constructed with the side of the fence or wall with the finished appearance facing the use of lesser intensity or right-of-way.

h. Access through buffer areas to facilitate pedestrian or vehicular traffic between adjacent properties shall not reduce the requirement for plantings based upon linear feet.

i. Access for pedestrian paths or bike trails through a buffer shall be a maximum of one (1) foot wider than the path or trail and located not less than 100 feet apart.

j. A buffer may incorporate stormwater low impact development (LID) best management practices (BMPs) as long as the required plantings are also provided, the landscaping does not interfere with proper functioning of the stormwater system, and the design water depth does not harm the viability of such plantings.

k. Street lighting may be incorporated into the buffer area.

l. Vertical construction, parking, storage, active recreation and loading areas shall not be permitted to encroach a designated buffer area, except for approved pedestrian and bike path access as described above.

2. A buffer shall be required between zoning districts according to the standards set forth in Buffer Table 1. The existence of public or private right-of-way along a property boundary shall not be construed as meeting any part of the buffer requirement, nor as relieving the applicant from providing the required buffer.

Buffer Table 1.

Intensity of Use	1	2	3	4	5
1: A-1C, A-2, A-3, A-4, FR, C, RA, R	No Buffer	Low	Low	Medium+	High
2: RE, R-1, R-2, R-2A, R-3, R-3A, , R-1CO, R-3CO	Low	No buffer	Low	Medium	High
3: R-3B, R-4, R-5, R-6z, MH-1, MH-1CO, MH-2, MH-4	Low	Low	Low	Medium	Medium +
4: MU*, B-2, B-3**, B-4, B-5, B-6, B-6A, CM, I-1	Medium+	Medium	Medium	Low	Medium +
5: I-2, I-3, I-4	High	High	High	Medium+	Medium

*MU zoning district is exempt from buffers except for a five (5) foot buffer around parking areas or when adjacent to residentially zoned properties.

**B-3 zoned parcels may provide a minimum buffer width of five (5') feet abutting other B-3 zoned parcels. B-3 zoned parcels may provide a minimum buffer width of five (5') feet abutting residentially zoned properties when a six (6') foot tall block wall is provided. These buffered areas shall require two (2) canopy trees and thirty-three (33) shrubs planted per 100 linear feet and 20% of the buffer area planted with groundcover.

3. Where a buffer is required it shall conform to the standards set forth in Buffer Table 2.

Buffer Table 2.

Buffer Type	Buffer Width	Required minimum plantings per 100 linear feet
Low	10 Feet	Two (2) Canopy Trees, 66 Shrubs
Medium	15 Feet	Two (2) Canopy Trees, four (4) Understory Trees, 100 Shrubs
Medium +	15 Feet	Two (2) Canopy Trees, four (4) Understory Trees, 100 Shrubs Unbroken hedge, fence, or wall.
High	20 Feet	Three (3) Canopy Trees, Four (4) Understory Trees, 133 Shrubs Unbroken hedge, fence, or wall.

Exhibit "B"

604.051 Tree Preservation:

A. *In general—Tree removal.* It is unlawful for any person to cut down, move, remove or destroy any tree in violation of the rules of this section. It is unlawful for any person to cut down, move, remove or destroy any tree without first obtaining a tree removal permit (if a permit is required) from the city's development services department. No permit to cut down, move, remove or destroy any tree (if a permit is required) shall be issued for any property unless the property owner has an active building permit or land clearing and water management permit. Fees to cut down, move, remove or destroy any tree shall be as established by resolution of the city commission. Removal of mangrove trees shall require a permit from the Florida Department of Environmental Protection (if a permit is required). West of the Indian River, this section shall apply to trees that are six inches or greater in diameter measuring four feet above ground level and trees with a multi-stem trunk system with a well developed crown at least 15 feet high as measured from its base shall be subject to the provisions of this section. East of the Indian River, this section shall apply to trees that are four inches or greater measured four feet above ground level. Trees smaller than the aforesaid trees (to wit: saplings) are specifically excluded and shall not be subject to the provisions of this section. The tree regulations for the city shall be generally in three groups: residential, commercial and industrial, and agriculture zoning classifications. The specific zoning classifications that are covered within each of these groups are set forth in each individual group.

(1) *Residential zoning classifications.* The following tree removal and replacement requirements shall apply in all land zoned for residential uses. This provision shall apply in the RE, R-1, R-2, R-2A, R-3, R-3A, R-3B, R-4, R-5, R-6, MH-1, MH-2 zoning districts.

a. Minimum tree coverage standard. All properties zoned for residential uses shall have no less than one tree for every 2,500 square feet of property.

b. Time to come into compliance with minimum tree coverage standard.

1. New construction on vacant property zoned for residential uses shall comply with the minimum tree coverage standards prior to issuance of a certificate of occupancy.
2. Existing nonconforming properties shall comply with the minimum tree coverage standard when all of the existing structures on the property are replaced with new structures. As an alternative to planting the minimum number of required trees on-site, owners of nonconforming properties shall be allowed to pay into the city's tree mitigation fund. The cost of replacement shall be as outlined in subsection B., below. The option to provide a payment into the tree mitigation fund shall only apply to properties zoned or used exclusively for single-family and two-family residential uses. Properties having made an application for building or development permits prior to the adoption of this section and active at the time of adoption of this section shall comply with the tree regulations in force at the time the building or development permit application was made.

c. Permit and tree replacement requirement.

1. Residentially zoned property. All tree removal on land zoned for residential uses shall be in compliance with this provision.

(a) Trees that may be removed without a permit and no replacement trees are required. The trees listed on the Florida Exotic Pest Plant Council (FLEPPC) list may be removed from land zoned for residential uses without obtaining a permit from the city and replacement trees shall not be required to replace trees that have been removed, provided that the removal of the tree or trees does not result in the number of the trees on the property falling below the minimum tree coverage standard of no less than one tree for every 2,500 square feet of property. If the removal of a tree or trees results in the number of the trees on the property falling below less than one tree for every 2,500 square feet of property replacement trees are required.

(b) Trees that permits for removal are required and replacement trees are not required. The trees listed below may be removed from land zoned for residential uses with a permit from the city and replacement trees shall not be required to replace trees that have been removed, provided that the removal of the tree or trees does not result in the number of the trees on the property falling below the minimum tree coverage standard of no less than one tree for every 2,500 square feet of property. If the removal of a tree or trees results in the number of the trees on the property falling below less than one tree for every 2,500 square feet of property replacement trees are required.

i. All dead, dying and diseased trees.

(c) Trees requiring permits for removal and replacement trees are required. The trees listed below may be removed from land zoned for residential uses with a permit from the city and replacement trees shall be required to replace trees that have been removed. However, if the removal of a tree or trees does not result in the number of trees on the property falling below the minimum tree coverage standard of no less than one tree for every 2,500 square feet of property, no replacement trees shall be required.

i. All healthy specimen trees.

ii. All healthy historic trees (permit must be issued by city commission.)

iii. All healthy trees other than the invasive exotic trees listed in (1)c.1.(a) above.

(2) *Commercial and industrial zoning classifications.* The following tree removal and replacement requirements shall be required in all land zoned for commercial and industrial uses. This provision shall apply in the MU, B-2, B-3, B-4, B-5, B-6, B-6A, CM, I-1, I-2, I-3, I-4, BBH, COZ, PUD, HBOD, C, and R zoning districts.

a. *Minimum tree coverage standard.* All properties zoned for commercial and industrial uses shall have no less than one tree for every 2,500 square feet of property or as required by an approved site plan.

b. *Time to come into compliance with minimum tree coverage standard.* New construction shall comply with the minimum tree coverage standards prior to issuance of a certificate of occupancy. All nonconforming properties shall comply with the minimum tree coverage standard when all of the existing structures on the property are replaced with new structures. Properties having made an application for building or development permits prior to the adoption of this section and active at the time of the adoption of this section shall comply with the tree regulations in force at the time the building or development permit application was made.

c. *Permit and tree replacement requirement.*

1. Commercial and industrial zoned property. All tree removal on land zoned for other than residential uses shall be in compliance with this section.

(a) Trees that may be removed without a permit and no replacement trees are required. The trees listed on the Florida Exotic Pest Plan Council (FLEPPC) list may be removed from land zoned for commercial and industrial uses without obtaining a permit from the city and replacement trees shall not be required to replace trees that have been removed, as long as the removal of the tree or trees does not result in the number of the trees on the property falling below the minimum tree coverage standard of no less than one tree for every 2,500 square feet of property or as required by an approved site plan. If the removal of a tree or trees results in the number of the trees on the property falling below less than one tree for every 2,500 square feet of property or removal of the trees is required by an approved site plan, replacement trees are required.

See, section 169(a)(6) of the Volusia County Code of Ordinances for list of exempt species of trees.

(b) Trees that permits for removal are required and replacement trees are not required. The trees listed below may be removed from land zoned for commercial and industrial uses with a permit from the city and replacement trees shall not be required to replace trees that have been removed, so long as the removal of the tree or trees does not result in the number of the trees on the property falling below the minimum tree coverage standard of no less than one tree for every 2,500 square feet of property or as required by an approved site plan. If the removal of a tree or trees results in the number of the trees on the property falling below less than one tree for every 2,500 square feet of property or removal of the trees is required by an approved site plan, replacement trees are required.

i. All dead, dying and diseased trees.

See, section 169(a)(3) of the Volusia County Code of Ordinances.

(c) Trees requiring permits for removal and replacement trees are required. The trees listed below may be removed from land zoned for commercial and

industrial uses with a permit from the city and replacement trees shall be required to replace trees that have been removed.

i. All healthy specimen trees.

ii. All healthy historic trees (permit must be issued by city commission.)

iii. All healthy trees other than the invasive exotic trees listed in (2)c.1.(a) above.

(3) *Agriculture zoning classifications.* Trees located on agricultural cultivation or grazing land, or on commercial plant nursery sites are exempt from the provisions of this section. This provision shall apply in the A-1, A-2 and FR zoning districts, and property on which trees were planted and grown for sale to the general public or some public purposes, and licensed plant or tree nurseries, and botanical gardens (See, section 169(a)(5) [of the] Volusia Code of Ordinances). The exemption in this provision shall be subject to the following condition. Any property owner who removes or destroys trees from agricultural cultivation or grazing land, or commercial plant nursery sites within three years of filing an application for rezoning to a non-agricultural classification, applying for subdivision approval, or filing for special exception approval shall be presumed to have performed such removal or destruction of trees with the intent of developing the land for a non-agricultural use and shall not be exempt from the provisions of this section. Said presumption shall be a legally rebuttable presumption. The property owner shall have rebutted the presumption that the removal or destruction of trees on his property was with the intent of developing the land for a non-agricultural use by filing a sworn and notarized affidavit with the city attesting that any trees that were removed in the past three years from the subject property were removed in conformity with recognized agricultural management or production practices and not merely for the purpose of avoiding the requirements of this section. The affidavit filed by the property owner may be challenged by the city within 30 days of filing the affidavit. In the event that the city elects to challenge the property owner's affidavit, the exemption may be denied by the city upon showing by substantial competent evidence that the trees were not removed in conformance with recognized agricultural management or production practices. The city shall have the burden of proof to refute the affidavit filed by the property owner. Any decision to deny an exemption under this provision shall be in writing, state the factors considered in denying the exemption, state the reasons for denying the exemption, and be signed by the city manager or his designee. The city shall consider, among any and all other relevant factors, the following when reviewing any request for an exemption under this provision:

a. The specific reasons stated by the property owner for removal of the trees.

b. The length of time the land has been in agricultural production.

c. Whether the agricultural use has been continuous.

d. The size of the area as it relates to efficient agricultural production.

e. Whether the land has been sufficiently and adequately cared for within accepted commercial practices of the dominant type of production.

f. Whether the land is under lease and if so, the type and terms of said lease.

g. Whether the tree removal was done in the ordinary course of business.

h. Any contract for sale in existence at the time the affidavit is submitted.

i. Other factors that are relevant to the determination of good faith land use.

The applicant shall submit with its application for an exemption to the tree replacement requirement copies of any and all contracts, agreements, deeds and all usual and customary business records that would be reasonably necessary for the city to review to determine whether or not the applicant is entitled to an exemption. The applicant shall not fraudulently withhold any document.

See generally, section 169(a)(2) of the Volusia County Code of Ordinances.

(4) *Reserved.*

B. *Replacement trees.*

(1) Approved trees. Only the following trees shall be planted to meet the minimum tree requirements of this section and as replacement trees:

See Exhibit "A" attached hereto and by reference made a part hereof.

Historic and specimen trees shall be replaced with trees of like species unless like species are not reasonably available.

(2) Prohibited trees. The following trees may not be planted to meet the minimum tree requirements and shall be removed when new construction is undertaken on a parcel.

All trees listed as Category I invasive species by the Florida Exotic Pest Plant Council are prohibited.

(3) Replacement of trees shall be calculated based on the replacement of one-tenth of the total cross-sectional area of the trunk(s) of the protected tree(s) permitted for removal. Cross-sectional area shall be measured at the DBH of the tree. Single trees may be replaced with two or more trees meeting the standards as set forth in the following paragraph. For one and two-family residences, replacement trees are to be provided based on one replacement tree for each protected tree 12 inches or less DBH and two replacement trees for each tree in excess of 12 inches DBH.

(4) Replacement trees shall be a minimum of nine feet in height and have a minimum caliper of two and one-half inches when measured six inches above ground level. Replacement trees must be maintained in good condition.

(5) Replacement trees shall be selec ted from the tree list included as section B.(1), above. Historic and specimen trees must be replaced with trees of like species unless like species are not reasonably available.

(6) Palms may be used as replacement stock up to the full cross-sectional area of palms being removed from the site and for up to one-third of the cross-sectional

area for replacement of non-palm species at the ratio of 16 square inches of replacement cross-sectional area of palms for each square inch of required non-palm species replacement. Where non-palm species are proposed as replacements for palm trees, the replacements shall be done according to the following chart:

DBH of Palm	DBH of Non-Palm Species
6 inches	1.5 inches
8 inches	2 inches
10 inches	2.5 inches
12 inches	3 inches
14 inches	3.5 inches
16 inches	4 inches

(7) When replacement trees are required, the replacement trees shall be provided prior to the issuance of a certificate of occupancy. If there is no certificate of occupancy required for the site, then the replacement trees shall be installed within 60 days of the date when notice is provided that replacement trees are required.

(8) Survival of replacement trees shall be guaranteed for one year. Replacement trees that die during the first year after planting must be replaced.

(9) In the event that a property has existing tree canopy coverage of 30 percent or greater of the property, the property owner may elect to place required replacement trees on the public right-of-way immediately adjacent to the property owner's property, or on the publicly-owned neighborhood park or recreation area servicing the property owner's property. Said park or recreation area must be within the incorporated boundaries of the city. The type of trees to be planted and the location of the trees must be approved by the city department responsible for the operation of the public right-of-way, park, or recreation area. The city may grant permission when the proposed tree planting is accompanied by an approved landscape plan and associated maintenance and guarantee agreement between the developer requesting the plantings and the city department that would be responsible for the area in which the trees would be placed. This provision shall in no way affect a property owner's right to seek and receive a general variance granted by the planning and zoning board from the tree preservation requirements.

(10) Except as exempted in [sub]section 604.051(B)(9), above, tree replacement shall occur on-site, if there is adequate space to plant the replacement trees. If there is not sufficient space on-site, the developer shall then plant replacement trees within public rights-of-way immediately adjacent to the property owner's

property, or on the publicly-owned neighborhood park or recreation area servicing the property owner's property, provided such park is within the incorporated boundaries of the city. If replacement trees cannot be placed within public rights-of-way or parks, the developer shall provide a payment to the city for the cost of the remaining replacement trees. The developer shall pay these fees into the city Tree Mitigation Fund.

The cost of replacement trees shall be $500.00 per 2.5-inch caliper hardwood tree, measured six inches above grade level or 8-inch caliper palm tree measured four feet above grade. The cost per tree shall be reviewed beginning January 1st of each calendar year. Costs shall be based upon average costs per tree as established by local nurseries selling trees that meet the minimum size requirements outlined in this section. If needed, an amendment to the Code will be brought to the planning and zoning board in February of each calendar year.

Funds deposited into the Tree Mitigation Fund shall be appropriated in accordance with the annual adopted budget of the city for, but not limited to, the following projects:

- Planting native trees, shrubs and plants on city-owned property.
- Purchasing environmentally sensitive land for permanent preservation.
- Purchasing a vacant parcel that could be planted with replacement trees.
- Removing invasive species from city-owned property.
- Raising community awareness about the care of the natural environment.
- Funding of matching grants for projects involving vegetative plantings.
- Designing and planting right-of-way beautification projects.

C. *Tree protection during construction.*

(1) Marking trees. Prior to the commencement of construction any tree or tree groups to be maintained shall be clearly marked and the markings shall remain in place during construction. Any land clearing equipment shall be operated in a manner as not to injure or destroy any trees designated to remain on the site.

(2) Temporary barriers. During the period of construction a temporary barrier at least three feet in height shall be formed a minimum of seven feet from the base of the tree or trees and it shall include at least 50 percent of the area under the drip line of the tree(s). (Driveways and parking areas may be placed under the branches of trees so long as the impervious surface does not exceed 50 percent of the total area under the drip line of the tree. The impervious area may not be located closer than six feet from the trunk of the tree.)

(3) Natural soil level. Except for palm trees, all trees and replacement stock shall have their natural soil level maintained. Tree wells and/or planter islands shall be provided if necessary to maintain the natural existing soil level.

D. *Variances.* The following variances shall be allowed as variances to the minimum tree standards provided for in this section. Variances shall be reviewed and approved by the development services director or his designee.

(1) Variances allowing removal without replacement. Trees may be removed without replacement for the following purposes:

a. Trees in areas needed for a septic tanks and drain field (must be approved by health department and the septic tank and drain field can not reasonably be moved to another location).
b. Trees in the areas that need to be de-mucked to stabilize soils. Future development on the property must comply with the general minimum tree standards.
c. Trees in the building foot print plus ten feet around the foot print of a single-family or two-family residence or permitted accessory structures (For example: driveways, sidewalks, patios, and swimming pools) for a single-family or two-family residence.
d. Trees need to be removed to construct a golf course. Historic and specimen trees must be replaced in accordance with the provisions for replacing historic and specimen trees.
e. Trees need to be removed to construct an athletic field.

(2) Variances allowing removal with replacement. Trees may be removed with replacement for the following purposes.

a. Trees in building foot print for multi-family residential structures.
b. Trees in building foot print for commercial structures.
c. Trees in building foot print for industrial structures.

E. *Exemptions.* The following exemptions shall apply to this section. Exemptions shall be reviewed and approved by the development services director or his designee.

(1) Storm threat to a residential structure. Residential structure exemption from tree protection.

Notwithstanding any provision to the contrary in this section, any tree that could fall on a residential structure is exempt from all city tree preservation requirements and may be removed at any time with the permission of the owner. To qualify for this exemption, the residential structure subject to being hit by the tree must be located on a lot zoned and used for single-family dwellings. The removal of a tree under this provision requires the tree owner's written authorization and a tree removal permit issued by the city. Trees removed under this provision are exempt from all tree replacement requirements.

(2) Public safety and sanitary exemptions. Trees may be removed without replacement for the following purposes:

a. Trees threatening air safety.
b. Trees in public rights-of-way for either construction or maintenance. (Note: Specimen trees on the public rights-of-way must be replaced with a replacement

tree at the closest location on public right-of-way available. See section 50-169(4) of the Volusia Code of Ordinances.)

c. Trees interfering with the construction of utilities, so long as the removal of the trees does not reduce landscape buffer plantings below the minimum requirements. If the placement of utilities results in a reduction of plantings below the minimum buffer requirements, the plantings must be replaced by the person granted the tree removal permit for new development, or by the utility responsible for the removal of the trees for utility construction, reconstruction or maintenance on all other properties. The replacement rate shall be ten percent of the cross-sectional area of the trees to be removed.

d. Trees and vegetation posing a fire hazard which threaten life or property may be removed by written authorization of the fire chief or his designee.

F. *Permitting.* The tree removal application shall be made in the following manner:

(1) Sites requiring plan review committee (class II or class III site plans) approval shall be required to provide a survey of the property prepared by a surveyor registered with the State of Florida showing existing features of the property including elevations, buildings, structures, trees over six inches in trunk diameter at 4.5 feet above ground level, all specimen and historic trees, streets, utility easement rights-of-way, and land use. For properties east of the Indian River the survey must show trees over four inches in diameter at 4.5 feet above ground level. In lieu of a tree survey an applicant may submit any generally accepted method of calculating the number of trees.

Class I site plans may submit a sketch in place of a tree survey.

No permit to clear or grade shall be issued until either the required survey or sketch is filed.

(2) The location of all trees on the site, designating the trees to be retained, removed, relocated or replaced. Groups of trees in close proximity may be designated as "clumps" of trees with the estimated number shown. Historic trees, specimen trees, and those trees to be removed, relocated or replanted must be named (botanical) on the site plan.

(3) In the case of partial development, show only those areas and items affected.

(4) Upon receipt of the application and fee for tree removal permit, the city manager or his designee shall review the plans and may inspect the site.

(5) If the work described is not begun within one year from the date of issuance of the permit for tree removal, said permit shall be void. The city manager or his designee reserves the right to extend or rescind the tree removal permit if conditions warrant.

(6) Historic trees in all zoning districts shall be removed only upon a tree removal permit granted by the city commission at a quasi-judicial public hearing, after a finding that the evidence presented is more compelling for the removal of the historic tree than for it to remain.

a. Petitioners wishing to obtain a permit must show:

i. The tree is currently damaging or is posing an imminent danger to an existing structure; or

ii. The tree is damaging and/or interfering with the installation. operation, and/or maintenance of existing or proposed public infrastructure; or

iii. The tree is dead, diseased, structurally unsound, or severely injured such that the tree is likely to die within two years; or

iv. Other extraordinary circumstance or hardship where the applicant has demonstrated that no other feasible option exists to preserve the tree.

b. Applications for historic tree removals shall be accompanied by a written tree evaluation report prepared by an ISA certified arborist which identifies the tree's location, size, species, condition, and basis for meeting one or more of the listed removal conditions.

(7) Specimen trees 24 inches DBH or greater shall be removed only upon a tree removal permit approved by the Development Services Director, based on the proposed tree removal meeting one of the four conditions listed in Section 604.051(F)(6)(a). Appeals of the Director's decision may be made to the City Commission as a quasi-judicial matter.

G. *Appeal.* Within 30 days after any decision made by the city manager or his designee in the administration and interpretation of this section, but not thereafter, the applicant may appeal to the city commission, who by majority vote may affirm, reverse or modify the decision of the city manager or his designee. The city commission's review of the city manager's decision shall be de novo with notice to all interested parties at least ten days prior to the hearing on the appeal. Notice shall be made by the city clerk by U.S. mail and by publication in a newspaper of general circulation in the city of the time and place of the hearing. Any decision by the city commission shall be subject to review by the circuit court of appeal.

H. *Violations and penalties.* Any person, organization, society, association, or corporation or any agent or representative thereof, who shall violate the provisions of this section shall, upon a finding of violation by the code enforcement board, be required to replace all trees with trees chosen from the "Large and Medium Trees" section of the "New Smyrna Beach Tree List" provided as Exhibit A, necessary to provide the total cross-sectional area of the tree(s) removed, provided that no individual replacement tree shall have a diameter of less than six inches when measured four feet above ground level, a height of no less than 15 feet and a crownspread of not less than ten feet. The replacement of trees under this section shall not preclude the imposition of any other penalties provided by law or ordinance for the violation. Replacement trees shall be maintained and guaranteed survival for one year.

I. *Stop work orders.* The city shall issue a stop work order to any person found in the act of cutting down, destroying, damaging or removing trees in violation of this section (See, section 50-165 of the Volusia Code of Ordinances.)

J. *Tree preservation in parking areas.* Preservation and planting of trees in parking lots shall be approved by the city horticulturist in accordance with section 604.051. If trees

~~having a diameter of six inches or larger on the mainland, or four inches or larger on the beachside are preserved in parking areas, a reduction in required parking spaces shall be allowed, when the reduction in parking spaces will preserve species of trees other than species listed in section 604.051B(2). The city horticulturist shall approve the reduction of required parking spaces as provided below. The reduction in parking spaces shall not exceed 50 spaces. The reduction in parking spaces shall be subject to the following limitations:~~

~~(1) The required number of parking spaces shall be designated on an approved site plan.~~

~~(2) The reduction of required parking spaces shall be allowed as set forth below. In no event shall the reduction in spaces exceed 50 parking spaces.~~

~~Required Parking Spaces~~	~~Maximum Reduction in Spaces~~
~~1—40~~	~~0~~
~~5—41~~	~~1~~
~~15—24~~	~~2~~
~~25 or more~~	~~10% rounded to the nearest whole number, not to exceed 50 spaces~~

NEW SMYRNA BEACH TREE LIST

			Estimated	Average											
LARGE AND MEDIUM TREES		Maximum	Crown	Spread											
CANOPY TREES		Height	(20 Year)	(35 Year)											
Common name	Botanical name	(feet)	(feet)	(feet)	Native	Street	Buffer	Lot	Wet	Foliage	Soil	Light	Wildlife	Color	Problems
Birch, river	Betula nigra	60	25	40	*	Med	*		W	C	M		1	C	
Black cherry	Prunus serotina	60	30	40	*	Med	*	*		C	D	F	2	C	
Black or sour gum	Nyssa sylvatica	80	30	40	*	Lrg	*	*		C			2	C	
Cedar, southern red *	juniperus silicicola *	60	20	40	*	Med	*			E	D	F	2		
Cypress, bald	Taxodium distichum	100	20	30	*	Lrg			W	C	M		0		L
Cypress, pond	Taxodium ascendens	70	15	20	*		*		W	D	M		0		L
Elm, Chines 8 (draks)	Ulmus parvifolia	60	40	60				*		D			0		

~~Elm, Florida~~	~~Ulmus americana floridana~~	~~80~~	~~30~~	~~50~~	~~*~~	~~Lrg~~	~~*~~	~~*~~		~~D~~	~~M~~		~~1~~		
~~Hercules club *~~	~~Zanthoxylum clava-herculis~~	~~50~~	~~25~~	~~40~~	~~*~~		~~*~~			~~D~~	~~D~~		~~1~~		
~~Hickory, scrub *~~	~~Carya floridana~~	~~60~~	~~20~~	~~30~~	~~*~~		~~*~~			~~D~~	~~D~~		~~3~~		
~~Hickory, pignut~~	~~Carya aquatina~~	~~90~~	~~30~~	~~50~~	~~*~~	~~Lrg~~	~~*~~	~~*~~		~~D~~			~~2~~		
~~Hickory, water~~	~~Carya glabra~~	~~70~~	~~20~~	~~40~~	~~*~~				~~W~~	~~D~~	~~M~~		~~3~~		
~~Holly, American~~	~~Ilex opaca~~	~~50~~	~~15~~	~~25~~	~~*~~		~~*~~	~~*~~		~~E~~			~~2~~	~~C~~	
~~Loblolly bay~~	~~Gordonla lasianthus~~	~~60~~	~~20~~	~~35~~	~~*~~		~~*~~		~~W~~	E	~~M~~		~~1~~	~~C~~	
~~Magnolia, southern *~~	~~Magnolia grandilfora~~	~~90~~	~~20~~	~~35~~	~~*~~		~~*~~	~~*~~		~~E~~			~~1~~	~~C~~	
~~Magnolia, sweetbay~~	~~Magnolia virginiana~~	~~70~~	~~20~~	~~25~~	~~*~~	~~Med~~	~~*~~		~~W~~	~~S~~	~~M~~		~~1~~	~~C~~	
~~Maple,~~	~~Acer rubrum~~	~~80~~	~~25~~	~~40~~	~~*~~	~~Lrg~~	~~*~~		~~W~~	~~D~~	~~M~~		~~1~~	~~C~~	

red															
Mulberry, red *	Morus rubra	50	25	35	*					D			2	C	
Oak, chestnut	Quercus michauxii	90	25	40	*	Lrg	*		W	D	M		2		
Oak, laurel	Quercus hernispherica	80	20	50	*		*			S			2		L.B
Oak, live *	Quercus virginiana	80	45	80	*	Lrg	*	*		E			3		L
Oak, Shumard	Quercus shumardii	90	30	60	*	Lrg		*		D			2	C	
Oak, white	Quercus alba	80	20	40	*	Lrg		*		D			2		
Palm, cabbage *	Sabal palmetto	80	14	12	*				W	E			1		
Palm, date	Phoenix spp.	60	26	24						E			0		F

;sz=6q;*Asterisk * indicates the tree is salt tolerant and appropriate for beachside.

Column Legend

			Foliage:			Soil:			Light:			Problems:			Wildlife value:			Color:
Street	=	Street tree	D	=	Deciduous	D	=	Well-	F	=	Requires	B	=	Prone to	0	=	Low or	C = Color

~~Buffer~~ ~~Lot~~ ~~Wet~~	= = =	~~Shade tree for buffer strips~~ ~~Shade tree for parking lots~~ ~~Tree suitable for littoral zone and wet detention plantings as well as upland sites~~	~~E~~ ~~S~~	= =	~~Evergreen~~ ~~Semi-Evergreen~~	~~F~~ ~~M~~	= =	~~drained~~ ~~Fertile~~ ~~Moist to wet~~	~~S~~	=	~~full sun~~ ~~Requires some shade~~	~~D~~ ~~I~~ ~~L~~ ~~P~~ ~~T~~ ~~F~~	= = = = = =	~~stem breakage~~ ~~Prone to disease problems~~ ~~Prone to insect problems~~ ~~Large (10 foot or more) bed required~~ ~~Prolific reproduction (sucker or seed)~~ ~~Toxic to humans~~ ~~Suffers freeze damage (not reliably cold hardy)~~	~~1~~ ~~2~~ ~~3~~	= = =	~~none~~ ~~Moderate~~ ~~High~~ ~~Very high~~	~~from flowers, fruit or foliage at some time of year (local) = Specimens derived from native Florida populations must be used. (rust resistant) = Sources of this species that are resistant to fusiform rust must be used.~~
~~When the crown spread at 35 years is "0" or followed by "0", it means the species commonly dies before reaching 35 years of age.~~																		

			Estimated	Average											
LARGE AND MEDIUM TREES		Maximum	Crown	Spread											
CANOPY TREES		Height	(20 Year)	(35 Year)											
Common name	Botanical name	(feet)	(feet)	(feet)	Native	Street	Buffer	Lot	Wet	Foliage	Soil	Light	Wildlife	Color	Problems
Palm, Washington	Washingtonia robusta	90	12	10						E			0		F
Persimmon *	Diospyros virginiana	50	15	30	*	Med				D			1		
Pine, loblolly	Pinus taeda (rust resistant)	90	20	30	*		*	*		E			1		
Pine, longleaf	Pinus palustris	80	20	30	*	Lrg	*	*		E		F	1		
Pine, slash *	Pinus elliottii (rust resistant)	100	20	30	*					E		F	1		
Red bay *	Persea borbonla or hurnilis	60	25	40	*		*			E			1		D
Sugar(Hack)berry *	Celtis laevigata	70	30	50	*	Lrg		*		D			2		B.P
Sweetgum	Liquidambar styraciflua	90	30	50	*		*		W	D	M		1	C	
Sycamore,	Platanus	100	40	60	*	Lrg		*	W	D			1	C	

~~american~~	~~occidentalis~~														
~~Tulip poplar~~	~~Lirlodendron tulipifera~~	~~90~~	~~25~~	~~40~~	~~*~~	~~Lrg~~	~~*~~		~~W~~	~~D~~			~~2~~	~~C~~	

~~;sz=6q;~~

~~Column Legend~~

			Foliage:			Soil:			Light:			Problems:			Wildlife value:			Color:
Street Buffer Lot Wet	= = = =	Street tree Shade tree for buffer strips Shade tree for parking lots Tree suitable for littoral zone and wet detention plantings as well as upland sites	D E S	= = =	Deciduous Evergreen Semi-Evergreen	D F M	= = =	Well-drained Fertile Moist to wet	F S	= =	Requires full sun Requires some shade	B D I L P T F	= = = = = = =	Prone to stem breakage Prone to disease problems Prone to insect problems Large (10 foot or more) bed required Prolific reproduction (sucker or seed) Toxic to humans Suffers freeze damage (not reliably cold hardy)	0 1 2 3	= = = =	Low or none Moderate High Very high	C = Color from flowers, fruit or foliage at some time of year (local) = Specimens derived from native Florida populations must be used. (rust resistant) = Sources of this species that are resistant to fusiform rust must be used.
When the crown spread at 35 years is "0" or followed by "0", it means the species commonly dies before reaching 35 years of age.																		

NEW SMYRNA BEACH TREE LIST

			Estimated	Average											
SMALL TREES		Maximum	Crown	Spread											
UNDERSTORY TREES		Height	(20-Year)	(35-Year)											
Common name	Botanical name	(feet)	(feet)	(feet)	Native	Street	Buffer	Lot	Wet	Foliage	Soil	Light	Wildlife	Color	Problems
Buckeye, red	Aesculus pavla	30	10	15	*	Sm				D	M		2	C	
Burnelia *	Burnelia tenax or lanuginosa	30	10	15	*		*			E			1		
Crape myrtle	Lagerstroemia indica	25	10	10						D		F	0	C	
Chicasaw plum	Prunus angustifolia	20	10	15	*		*			D			3	C	
Devits-walkingstick	Aralia spinosa	20	10	15-0	*					D			2	C	P
Dogwood, flowering	Cornus florida	30	15	20	*	Sm				D	D	S	2	C	
Elm, winged	Ulmus alata	40	15	25	*	Sm		*		D			2		
Florida	Forestiera	10	5	8	*					E	D	F	2		

~~privet *~~	~~segregata~~														
~~Fringe tree~~	~~chionanthus virginicus~~	~~25~~	~~15~~	~~20~~	~~*~~	~~Sm~~	~~*~~			~~D~~		~~F~~	~~1~~	~~C~~	
~~Hawthorn~~	~~Crataegus spp.~~	~~25~~	~~15~~	~~20~~	~~*~~				~~W~~	~~D~~			~~1~~	~~C~~	
~~Holly, dahoon~~	~~Ilex cassine~~	~~30~~	~~15~~	~~25~~	~~*~~	~~Sm~~	~~*~~		~~W~~	~~E~~	~~M~~		~~2~~	~~C~~	
~~Holly, East Paiztka~~	~~Ilex x attenuata "E.Palat."~~	~~40~~	~~15~~	~~20~~	~~*~~	~~Sm~~	~~*~~	~~*~~		~~E~~			~~2~~	~~C~~	
~~Holly, yaupon *~~	~~Ilex vomitoria~~	~~30~~	~~15~~	~~20~~	~~*~~		~~*~~	~~*~~		~~E~~			~~2~~	~~C~~	
~~Hornbeam~~	~~Carpinus caroliniana~~	~~30~~	~~20~~	~~30~~	~~*~~				~~W~~	~~D~~	~~M~~		~~1~~	~~C~~	
~~Mangrove, red *~~	~~Rhizophora mangle L.~~	~~40~~	~~15~~	~~25~~	~~*~~				~~W~~	~~E~~	~~M~~		~~2~~	~~C~~	
~~Maple, Florida sugar~~	~~Acer barbatum (floridanum)~~	~~30~~	~~15~~	~~20~~	~~*~~	~~Sm~~	~~*~~	~~*~~		~~D~~	~~M~~		~~1~~	~~C~~	
~~Maple, write bark~~	~~Acer leucoderme~~	~~30~~	~~15~~	~~20~~	~~*~~	~~Sm~~	~~*~~	~~*~~		~~D~~			~~1~~	~~C~~	
~~Marlberry *~~	~~Ardesia escaltonioides~~	~~20~~	~~10~~	~~15~~	~~*~~		~~*~~			~~E~~		~~S~~	~~2~~	~~C~~	

Oak, Chapman	Quercus chapmanii	30	10	15	*					E			1		
Oak, myrtle *	Quercus myrtafolia	30	20	30	*					E			2		
Oak, sand live *	Quercus geminata	40	30	40	*	Sm		*		E	D		3		
Oak, turkey	Quercus laevis	40	25	40	*	Sm				D	D		2	C	
Olive, wild *	Osmarthus americanus	40	20	30	*	Sm	*			E			1		

;sz=6q;

Column Legend

			Foliage:			Soil:			Light:			Problems:			Wildlife value:			Color:
Street	=	Street tree	D	=	Deciduous	D	=	Well	F	=	Requires	B	=	Prone to	0	=	Low or	C = Color
Buffer	=	Shade tree	E	=	Evergreen	F	=	drained	S	=	full sun	D	=	stem	1	=	none	from
Lot	=	for buffer	S	=	Semi	M	=	Fertile			Requires	I	=	breakage	2	=	Moderate	flowers,
Wet	=	strips			Evergreen			Moist			some	L	=	Prone to	3	=	High	fruit or
		Shade tree						to wet			shade			disease			Very	foliage at
		for parking										P	=	problems			high	some time
		lots												Prone to				of year
		Tree suitable										T	=	insect				(local) =
		for littoral										F	=	problems				Specimens
		zone and												Large (10				derived
		wet												foot or				from native
		detention												more) bed				Florida

	plantings as well as upland sites								required Prolific reproduction (sucker or seed) Toxic to humans Suffers freeze damage (not reliably cold hardy)					populations must be used. (rust resistant) = Sources of this species that are resistant to fusiform rust must be used.
When the crown spread at 35 years is "0" or followed by "0", it means the species commonly dies before reaching 35 years of age.														

			Estimated	Average											
SMALL TREES		Maximum	Crown	Spread											
UNDERSTORY TREES		Height	(20-Year)	(35-Year)											
Common name	Botanical name	(feet)	(feet)	(feet)	Native	Street	Buffer	Lot	Wet	Foliage	Soil	Light	Wildlife	Color	Problems
Redbud, eastern	Cercis canadensis	25	15	25-0	*					D			2	C	
Rusty lyonia	Lyonia ferruginea	20	15	20	*					E	D		1	C	
Sea Grape *	Coccoloba uvifera	30	15	20	*		*			E	D	F	1	C	
Simpson's stopper *	Myrcianthes fragrans	25	10	15	*		*			E			2	C	
Soapberry, wingteaf	Sapindus saponaria *	30	15	20	*	Sm				C			1	C	
Sparkleberry *	Vaccinium arborium	25	10	15	*					E	MD		3	C	
Swamp bay	Persea palustris	40	15	30	*				W	E	F		1	C	
Sumac, shining	Rhus copallina	20	10	15	*		*			D			2	C	

Vibumum, Walter	Vibumum obovatum	20	10	15	*					S			1	C	
Waxmyrtls *	Myrica cerifera	30	15	20	*		*		W	E			1		B.P
Wild lime *	Zanthoxylum fagara	30	10	15	*					E			1	C	
Yellow anis	Illiclum parviflorum	20	10	15	*				W	E			1	C	

;sz=6q;*Asterisk * indicates the tree is salt tolerant and appropriate for beachside.

Column Legend

			Foliage:			Soil:			Light:			Problems:			Wildlife value:			Color:
Street Buffer Lot Wet	= = = =	Street tree Shade tree for buffer strips Shade tree for parking lots Tree suitable for littoral zone and wet detention plantings as well as upland sites	D E S	= = =	Deciduous Evergreen Semi-Evergreen	D F M	= = =	Well-drained Fertile Moist to wet	F S	= =	Requires full sun Requires some shade	B D I L P T F	= = = = = = =	Prone to stem breakage Prone to disease problems Prone to insect problems Large (10 foot or more) bed required Prolific reproduction (sucker or seed) Toxic to humans Suffers freeze damage (not reliably cold hardy)	0 1 2 3	= = = =	Low or none Moderate High Very high	C = Color from flowers, fruit or foliage at some time of year (local) = Specimens derived from native Florida populations must be used. (rust resistant) = Sources of this species that are resistant to fusiform rust must be used.
When the crown spread at 35 years is "0" or followed by "0", it means the species commonly dies before reaching 35 years of age.																		

~~NEW SMYRNA BEACH TREE REPLACEMENT TABLE~~			
~~Diameter~~	~~Replacement Stock~~		~~Number of 2″~~
~~(Inches)~~	~~(Inches)~~	~~(Feet)~~	~~Diameter Trees~~
~~4~~	~~1~~	~~0.10~~	~~0~~
~~5~~	~~2~~	~~0.16~~	~~1~~
~~6~~	~~3~~	~~0.24~~	~~1~~
~~7~~	~~4~~	~~0.32~~	~~1~~
~~8~~	~~5~~	~~0.42~~	~~2~~
~~9~~	~~6~~	~~0.53~~	~~2~~
~~10~~	~~8~~	~~0.65~~	~~3~~
~~11~~	~~9~~	~~0.79~~	~~3~~
~~12~~	~~11~~	~~0.94~~	~~4~~
~~13~~	~~13~~	~~1.11~~	~~4~~
~~14~~	~~15~~	~~1.28~~	~~5~~
~~15~~	~~18~~	~~1.47~~	~~6~~
~~16~~	~~20~~	~~1.67~~	~~6~~
~~17~~	~~23~~	~~1.89~~	~~7~~
~~18~~	~~25~~	~~2.12~~	~~8~~
~~19~~	~~28~~	~~2.36~~	~~9~~
~~20~~	~~31~~	~~2.62~~	~~10~~
~~21~~	~~35~~	~~2.88~~	~~11~~
~~22~~	~~38~~	~~3.17~~	~~12~~
~~23~~	~~42~~	~~3.46~~	~~13~~
~~24~~	~~45~~	~~3.77~~	~~14~~

~~25~~	~~49~~	~~4.09~~	~~16~~
~~26~~	~~53~~	~~4.42~~	~~17~~
~~27~~	~~57~~	~~4.77~~	~~18~~
~~28~~	~~62~~	~~5.13~~	~~20~~
~~29~~	~~66~~	~~5.50~~	~~21~~
~~30~~	~~71~~	~~5.89~~	~~23~~
~~31~~	~~75~~	~~6.29~~	~~24~~
~~32~~	~~80~~	~~6.70~~	~~26~~
~~33~~	~~85~~	~~7.12~~	~~27~~
~~34~~	~~91~~	~~7.56~~	~~29~~
~~35~~	~~96~~	~~8.01~~	~~31~~
~~36~~	~~102~~	~~8.48~~	~~32~~

A. In General:

1. It is unlawful for any person to cut down, move, remove or destroy any tree without first obtaining a tree removal permit, as required by the standards of this landscaping code, from the City's Development Services Department. No permit to cut down, move, remove or destroy any tree shall be issued for any property unless the property owner has an active building permit, or land clearing permit, or water management permit.

2. Fees to cut down, move, remove or destroy any tree shall be as established by resolution of the City Commission.

3. Removal of mangrove trees shall require a permit from the Florida Department of Environmental Protection.

4. This section shall apply to trees that are four (4) inches or greater in diameter at DBH.

5. Trees with a multi-stem trunk system with a well-developed crown at least fifteen (15) feet high as measured from its base shall be subject to the provisions of this section.

6. The removal of Category I invasive trees as identified on the Florida Invasive Species Council Invasive Plant list, as amended, shall require administrative waiver by the Development Services Director or his/her designee.

7. The tree regulations for the city shall be generally in three groups: residential, commercial and industrial, and agriculture zoning classifications. The specific zoning

classifications that are covered within each of these groups are set forth in each individual group.

B. Residential Areas:

1. *Residential zoning classifications.* The following tree removal and replacement requirements shall apply in all land zoned for residential uses. This provision shall apply in the RE, R-1, R-2, R-2A, R-3, R-3A, R-3B, R-4, R-5, R-6, R1-CO, R3-CO, MH-1, MH-2, MH1-CO, MH2-CO, zoning districts.

2. *Minimum tree coverage standard.* All properties zoned for residential uses shall have no less than one (1) tree for every 2,000 square feet of property or portion thereof (rounded to the nearest whole number). Example: 8,900 sf: 4 trees, 9,100: 5 trees.

   If any lot contains an insufficient number of existing trees to meet this requirement replacement trees shall be provided by the owner.

3. Time to come into compliance with minimum tree coverage standard.

   a. New construction:

      (1) New construction on vacant property zoned for residential uses shall comply with the minimum tree coverage standards prior to issuance of a certificate of occupancy.

      (2) All residential lots shall be fully landscaped no longer than 60 days after a certificate of occupancy has been issued for the dwelling unit.

   b. Existing nonconforming properties shall comply with the minimum tree coverage standard when all of the existing structures on the property are replaced with new structures. An Alternative to this requirement is described in Section (7), below.

4. *Fifteen percent of development set aside for trees.* Fifteen percent (15%) of the area of any subdivision shall be designated for the protection of trees. The area required to protect specimen trees may be included to satisfy this requirement. This required area may be constituted as one or more sub-areas within the development. Said area may include any landscape buffer or other landscape areas required by the LDR for a development. Such designated areas shall contain sufficient land area to comply with minimum tree protection standards to adequately protect the trees contained within the areas. A minimum of fifty percent (50%) of the required minimum number of trees as provided in section (5) below shall consist of existing trees within said area. This requirement does not apply to single-family lots in approved subdivisions or additions, remodeling or similar modification of existing multi-family or non-residential development.

5. *Specimen tree protection.* The following table sets forth the minimum requirements for the protection of specimen trees:

No. of Specimen Trees	Minimum Specimen Tree Protection Requirement
Less than 3 per acre	80% of all specimen trees
3.0 to 5.0 per acre	65% of all specimen trees
5.1 to 8.0 per acre	50% of all specimen trees
8.0 or more per acre	30% or 6, whichever is greater, specimen trees per acre

6. *Legal mechanism to protect specimen trees.* The developer of a subdivision shall provide legal mechanisms which ensure the protection of specimen trees after construction has occurred. Such mechanisms may include but shall not be limited to conservation easements, common open space, tree protection easements, deed restrictions and homeowner's association documents. Specimen tree protection on residential lots shall only apply in the designated setback areas. Said legal mechanisms shall be reviewed and approved by the City Attorney.

7. As an alternative to meeting the minimum number of required trees on-site, owners of nonconforming properties shall be allowed to pay into the city's tree mitigation fund. The cost of replacement is outlined in in the Tree Removal and Replacement subsection, below. Properties having made an application for building or development permits prior to the adoption of this section and active at the time of adoption of this section shall comply with the tree regulations in force at the time the building or development permit application was made.

C. Commercial and Industrial Areas:

1. *Commercial and industrial zoning classifications.* The following tree removal and replacement requirements shall be required in all land zoned for commercial and industrial uses. This provision shall apply in the MU, B-2, B-3, B-4, B-5, B-6, B-6A, CM, I-1, I-2, I-3, I-4, BBH, COZ, PUD, HBOD, C, R and PUD zoning districts.

2. *Minimum tree coverage standard.* All properties zoned for commercial and industrial uses shall have no less than one (1) tree for every 2,000 square feet of property or as required by an approved site plan. A minimum of fifteen percent (15%) of the total gross land area of any development site shall be designated for the protection of trees. This area shall be inclusive of required landscaping, buffer areas, and preserved natural areas. This requirement may be reduced to ten percent (10%) at the discretion of the Development Services Director or his/her designee, if a site is demonstrated to have site constraints limiting access or functionality or due to existing third-party easement.

3. *Time to come into compliance with minimum tree coverage standard.* New construction shall comply with the minimum tree coverage standards prior to issuance of a certificate of occupancy. All nonconforming properties shall comply with the minimum tree coverage standard when all of the existing structures on the property are replaced with new structures. Properties having made an application for building or development

permits prior to the adoption of this section and active at the time of the adoption of this section shall comply with the tree regulations in force at the time the building or development permit application was made.

D. *Tree Protection During Construction*

1. *Marking trees.* Prior to the commencement of construction, any tree or tree groups to be maintained shall be clearly marked and the markings shall remain in place during construction. Any land clearing equipment shall be operated in a manner as not to injure or destroy any trees designated to remain on the site.

2. *Temporary barriers.* During the period of construction, a temporary barrier at least three (3) feet in height shall be formed a minimum of seven (7) feet from the base of the tree or trees and it shall include at least fifty percent (50%) of the area under the drip line of the tree(s).

3. *Natural soil level.* Except for palm trees, all trees and replacement stock shall have their natural soil level maintained. Tree wells and/or planter islands shall be provided if necessary to maintain the natural existing soil level.

E. Tree Removal and Replacement:

1. *Residential, Commercial, and Industrial Zoned Property.* All tree removal on land zoned for residential, commercial, and industrial zoned uses shall be in compliance with this provision.

   a. Trees not requiring permits or mitigation.

      The trees listed on the Florida Invasive Species Council list of Category I trees may be removed with an administrative waiver issued by the Development Services Director or his/her designee and replacement trees shall not be required to replace trees that have been removed, provided that the removal of the tree or trees does not result in the number of the trees on the property falling below the minimum tree coverage standards. If the removal of a tree or trees results in the number of the trees on the property falling below the minimum tree coverage standard replacement trees are required.

   b. Trees requiring permits for removal and do not require mitigation.

      All dead, dying and diseased trees, per an arborist report, may be removed with a permit from the city and replacement trees shall not be required to replace trees that have been removed, provided that the removal of the tree or trees does not result in the number of the trees on the property falling below the minimum tree coverage standard of no less than one (1) tree for every 2,000 square feet of property. If the removal of a tree or trees results in the number of the trees on the property falling below less than one (1) tree for every 2,000 square feet of property replacement trees are required.

c. Trees requiring permits for removal and may require mitigation.

The trees listed below may be removed with a permit from the city and replacement trees shall be required to replace trees that have been removed.

(1) All specimen trees.

(2) All historic trees (permit must be issued by City Commission.)

(3) All other trees not described in (1) or (2) above.

2. *Agriculture Zoning Classifications.* This provision shall apply in the A-1, A-2 and FR zoning districts, and property on which trees were planted and grown for sale to the general public or some public purposes, and licensed plant or tree nurseries, and botanical gardens. Trees located on agricultural cultivation or grazing land, or on commercial plant nursery sites are exempt from the provisions of this section, with the following conditions:

a. Any property owner who removes or destroys trees from agricultural cultivation or grazing land, or commercial plant nursery sites within three (3) years of filing an application for rezoning to a non-agricultural classification, applying for subdivision approval, or filing for special exception approval shall be presumed to have performed such removal or destruction of trees with the intent of developing the land for a non-agricultural use and shall not be exempt from the provisions of this section. Said presumption shall be a legally rebuttable presumption.

b. The applicant shall submit with its application for an exemption to the tree replacement requirement copies of any and all contracts, agreements, deeds and all usual and customary business records that would be reasonably necessary for the city to review to determine whether or not the applicant is entitled to an exemption. The applicant shall not fraudulently withhold any document. See generally, section 50 of the Volusia County Code of Ordinances.

c. The property owner shall have rebutted the presumption that the removal or destruction of trees on his property was with the intent of developing the land for a non-agricultural use by filing a sworn and notarized affidavit with the city attesting that any trees that were removed in the past three years from the subject property were removed in conformity with recognized agricultural management or production practices and not merely for the purpose of avoiding the requirements of this section.

The affidavit filed by the property owner may be challenged by the city within thirty (30) days of filing the affidavit.

In the event that the city elects to challenge the property owner's affidavit, the exemption may be denied by the city upon showing by substantial competent evidence that the trees were not removed in conformance with recognized agricultural management or production practices. The city shall have the burden of proof to refute the affidavit filed by the property owner.

d. Any decision to deny an exemption under this provision shall be in writing, state the factors considered in denying the exemption, state the reasons for denying the exemption, and be signed by the Development Services Director or his/her designee.

(1) The city shall consider, among any and all other relevant factors, the following when reviewing any request for an exemption under this provision:

(2) The specific reasons stated by the property owner for removal of the trees.

(3) The length of time the land has been in agricultural production.

(4) Whether the agricultural use has been continuous.

(5) The size of the area as it relates to efficient agricultural production.

(6) Whether the land has been sufficiently and adequately cared for within accepted commercial practices of the dominant type of production.

(7) Whether the land is under lease and if so, the type and terms of said lease.

(8) Whether the tree removal was done in the ordinary course of business.

(9) Any contract for sale in existence at the time the affidavit is submitted.

(10) Other factors that are relevant to the determination of good faith land use.

(11) See generally, section 50 of the Volusia County Code of Ordinances.

3. *Replacement Trees.*

a. Approved trees. Only trees listed on the Florida-Friendly Landscaping™ shall be planted to meet the minimum tree requirements of this section and be used as replacement trees:

b. Historic and specimen trees shall be replaced with trees of like species unless like species are not reasonably available.

c. Trees listed as Category I invasive species by the Florida Exotic Pest Plant Council are prohibited.

d. Replacement of trees shall be calculated based on the replacement of 40% of the total DBH inches of the protected tree(s) permitted for removal. Single trees may be replaced with two (2) or more trees meeting the standards of this code For one and two-family residences, replacement trees are to be provided based on one replacement tree for each protected tree 12-inches or less DBH and two replacement trees for each tree in excess of 12-inches DBH.

e. To encourage the retention of existing large trees in the city, the following credits shall be applied to reduce the number of replacement trees required by this section:

(1) Preserved specimen trees will be credited at 15% of DBH inches of each tree.

(2) Preserved historic trees will be credited at 20% of DBH inches of each tree.

f. Replacement trees shall adhere to the minimum tree standards in this code. Credited trees shall not reduce the number of required onsite plantings below the minimum requirements of this code.

g. Replacement trees shall be selected from Florida-Friendly Landscaping™. Historic and specimen trees must be replaced with trees of like species unless like species are not reasonably available.

h. Palms may be used as replacement stock up to the full DBH inches of palms being removed from the site and up to one-fifth of the DBH inches of non-palm.

i. Where non-palm species are proposed as replacements for palm trees, the replacements shall be done according to the following chart:

DBH of Palm	**DBH of Non-Palm Species**
6 inches	1.5 inches
8 inches	2 inches
10 inches	2.5 inches
12 inches	3 inches
14 inches	3.5 inches
16 inches	4 inches

j. When replacement trees are required, the replacement trees shall be installed prior to the issuance of a certificate of occupancy. If there is no certificate of occupancy required for the site, then the replacement trees shall be installed within sixty (60) days of the date when notice is provided that replacement trees are required.

k. Survival of replacement trees shall be guaranteed for one year. Replacement trees that die during the first year after planting must be replaced.

l. Alternate Placement of Replacement Trees

(1) In the event that a property has existing tree canopy coverage of thirty percent (30%) or greater of the property, the property owner may request to place required replacement trees on the public right-of-way immediately adjacent to the property owner's property, or on the publicly-owned neighborhood park or recreation area servicing the property owner's property. Said park or recreation area must be within the incorporated boundaries of the city. The city may grant permission when the proposed tree planting is accompanied by an approved landscape plan and associated maintenance and guarantee agreement between the developer requesting the plantings and the city department that would be responsible for the area in which the trees would be placed. This provision shall in no way affect a property owner's right to seek and receive a general variance granted by the planning and zoning board from the tree preservation requirements.

(2) If replacement trees cannot be placed within public rights-of-way or parks, the developer shall provide a payment to the city for the cost of the remaining replacement trees. The developer shall pay these fees into the city Tree Mitigation Fund.

(3) The cost of replacement trees shall be assessed at the following rates:

i. One hundred thirty-five dollars ($135.00) per DBH inch if verified on-site;

ii. Three hundred twenty-five dollars ($325.00) per DBH inch for impacts to specimen trees;

iii. Seven hundred fifty dollars ($750.00) per DBH inch for impacts to any permit identified historic tree.

(4) If needed, an amendment to this Code will be brought to the planning and zoning board in February of each calendar year. Costs shall be based upon average costs per tree as established by local nurseries selling trees that meet the minimum size requirements outlined in this section.

(5) Funds deposited into the Tree Mitigation Fund shall be appropriated in accordance with the annual adopted budget of the city for, but not limited to, the following projects:

i. Planting native trees, shrubs and plants on city-owned property.

ii. Purchasing environmentally sensitive land for permanent preservation.

iii. Purchasing a vacant parcel that could be planted with replacement trees.

iv. Removing invasive species from city-owned property.1 Raising community awareness about the care of the natural environment.

v. Funding of matching grants for projects involving vegetative plantings.

vi. Designing and planting right-of-way beautification projects

4. *Permitting.*

The tree removal application shall be made in the following manner:

a. Class I Site Plans. If a resident applies to remove a tree from a developed lot, a survey of the lot indicating the location, size and number of trees required to meet the standards of this code shall be provided.

(1) The survey shall confirm that there is at least 1 tree for every 2,000 square feet. If the site is heavily wooded, note that on the application.

(2) In instances of existing developed lots, a sketch plan may be prepared and submitted by the property owner and/or applicant in lieu of a tree survey.

(3) No permit to clear or grade shall be issued until the required survey or sketch is filed with an approved building permit.

b. Class II or Class III Site Plans. Sites requiring Technical Review Staff-approval shall be required to provide a survey of the property prepared by a surveyor registered with the State of Florida showing existing features of the property including elevations, buildings, structures, trees over six (6) inches in trunk diameter at 4.5 feet above ground level, all specimen and historic trees, streets, utility easement rights-of-way, and land use. For properties east of the Indian River the survey must show trees over four (4) inches in diameter at 4.5 feet above ground level. Credit for trees between 2.5" to 6" in diameter can be given if indicated on the survey in lieu of having to provide mitigation or replacement trees.

(1) A sample size of 20% of a site may be surveyed in lieu of a full survey, or a similar suitable size, based on the discretion of the Development Services Director.

(2) No permit to clear or grade shall be issued until the required survey or sketch is filed with an engineering permit.

c. The location of all trees on the site, designating the trees to be retained, removed, relocated or replaced along with their name (botanical) must be illustrated on the site plan.

d. In the case of partial development, show only those areas and items affected.

e. Upon receipt of the application and fee for tree removal permit, the Development Services Director or his/her designee shall review the plans and may inspect the site.

f. If the work described in submitted tree removal permit is not begun within one (1) year from the date of issuance of the permit for tree removal, said permit shall be void. The Development Services Director or his/her designee reserves the right to extend or rescind the tree removal permit if conditions warrant.

g. Historic trees in all zoning districts shall be removed only upon a tree removal permit granted by the City Commission at a quasi-judicial public hearing, after a finding that the evidence presented is more compelling for the removal of the historic tree than for it to remain.

(1) Petitioners wishing to obtain a permit must show:

i. The tree is currently damaging or is posing an imminent danger to an existing structure; or

ii. The tree is damaging and/or interfering with the installation, operation, and/or maintenance of existing or proposed public infrastructure; or

iii. The tree is dead, diseased, structurally unsound, or severely injured such that the tree is likely to die within two years; or

iv. Other extraordinary circumstance or hardship where the applicant has demonstrated that no other feasible option exists to preserve the tree.

(2) Applications for historic tree removals shall be accompanied by a written tree evaluation report prepared by an ISA certified arborist which identifies the tree's location, size, species, condition, and basis for meeting one or more of the listed removal conditions.

h. Specimen trees 24-inches DBH or greater shall be removed only upon a tree removal permit approved by the Development Services Director or his/her designee, based on the proposed tree removal meeting one (1) of the four (4) conditions listed in Section 8 (a) above. Appeals of the Director's decision may be made to the City Commission as a quasi-judicial matter.

5. *Violations and penalties.*

a. Any person, organization, society, association, or corporation or any agent or representative, who shall violate the provisions of this section shall, upon a finding of violation by the Development Services Director or his/her designee, be required to replace all removed trees with a number of trees equal to the total DBH inches of the tree(s) removed. The violator may, at the discretion of the Development Services Director or their designee, pay into the Tree Mitigation Fund at the rates described below, after demonstrating that minimum onsite planting requirements have been met, in lieu of meeting the requirements for replacement of damaged or removed trees, in whole, or in part. The replacement of trees or required payments under this section shall not preclude the imposition of any other penalties provided by law or ordinance for the violation. Replacement trees shall be maintained and guaranteed survival for one (1) year.

b. Payments into the Tree Mitigation Fund for violations to this code shall be made at the following rates:

(1) One hundred thirty-five dollars ($135.00) per DBH inch if verified on-site;

(2) Three hundred twenty-five dollars ($325.00) per DBH inch for impacts to specimen trees;

(3) Seven hundred fifty dollars ($750.00) per DBH inch for impacts to any permit identified historic tree.

(4) Four hundred dollars ($400.00) per DBH inch for impacts to any tree identified as to be preserved in permits or landscape plans in addition to the rates above;

(5) If no evidence exists on site to calculate the DBH of the tree(s) removed, then each tree shall be presumed to be a minimum of a 24-inch preserved specimen tree. It is the property owner's responsibility to prove otherwise.

c. No certificate of occupancy or certificate of completion shall be issued for any development until all applicable administrative fines or civil penalties, and permits have been paid, accepted, approved, and verified by the Development Services Director or his/her designee.

6. *Appeal.*

Within thirty (30) days after any decision made by the Development Services Director in the administration and interpretation of this section, but not thereafter, the applicant may appeal to the Planning and Zoning Board, who by majority vote may affirm, reverse or modify the decision of the Development Services Director. The Planning and Zoning Board's review of the Development Services Director's decision shall be de novo with notice to all interested parties at least ten days prior to the hearing on the appeal. Notice shall be made by the City Clerk by U.S. mail and by publication in a newspaper of general circulation in the city of the time and place of the hearing. Any decision by the Planning and Zoning Board shall constitute final administrative action, and appeals must be filed within 30 days of the boards written order of rendition in the circuit court of Volusia County.

7. *Stop work orders.*

The city shall issue a stop work order to any person found in the act of cutting down, destroying, damaging or removing trees in violation of this section.

. . .



City of New Smyrna Beach

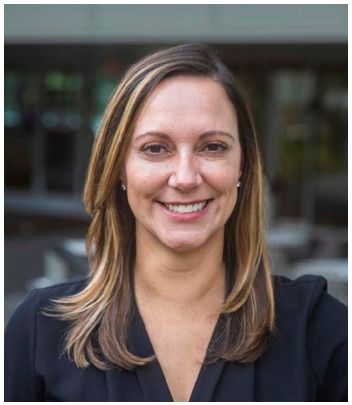
Landscape Code Update

April 8, 2025

James Hartsfield, AICP
Community Planner

vhb

Project Team



Roberta Fennessy, AICP, AIA

Project Manager



James Hartsfield, AICP

Community Planner

Project Goals

Perform a comprehensive review and update of landscape standards in the Land Development Regulations

- Incorporate code language reflective of best practices and Florida native plant specifications
- Emphasize maintenance and operations–minded regulations
- Provide relevant illustrations for clarity when appropriate
- Revise payments and penalties

Intent and Applicability

New sections

- Guides decision-making for reviewers
- Clearly identifies who is subject to the landscaping requirements

General Requirements

Landscape Plans

- What goes on it and who reviews it?

Landscape Materials Standards

- What can you plant? Existing standards updated and expanded.

Maintenance Requirements

- General requirements

General Requirements

Sodding Requirements

- Sodding requirements for common areas

Non-vegetative Materials

- Guidance for the use of stone, gravel and artificial turf

Utilities

- Guidance for landscaping in/near utility areas

General Requirements

Minimum Landscaping Standards

- Landscaping requirements for single family lots, new subdivisions, multifamily, and non-residential areas

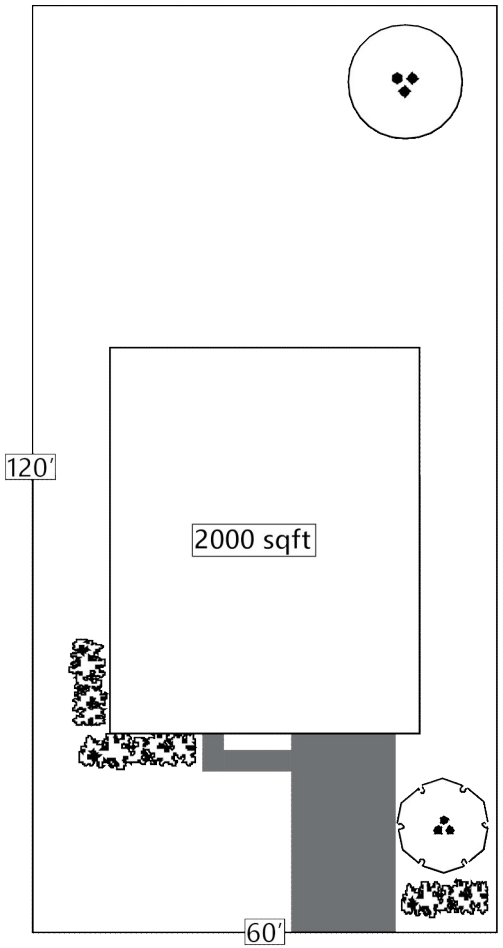
Parking Areas

- Landscaping in parking areas, including landscape islands

Special Uses

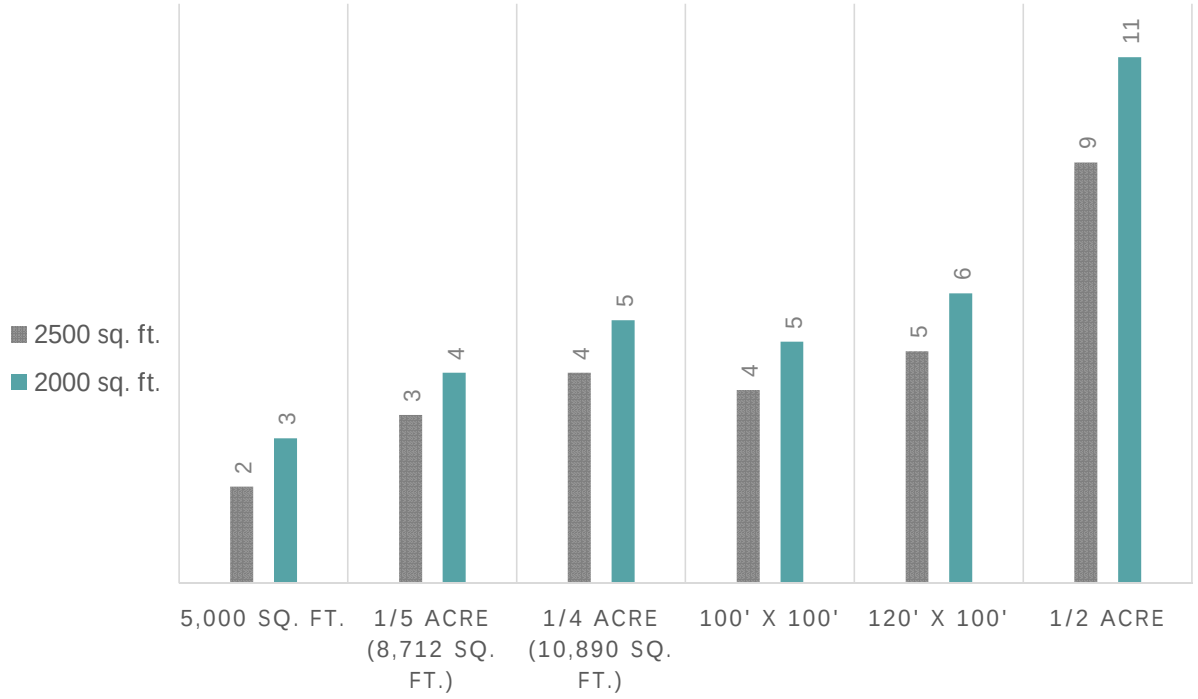
- Identifies special landscaping requirements from the zoning code

Single-Family Minimum Landscape Requirements

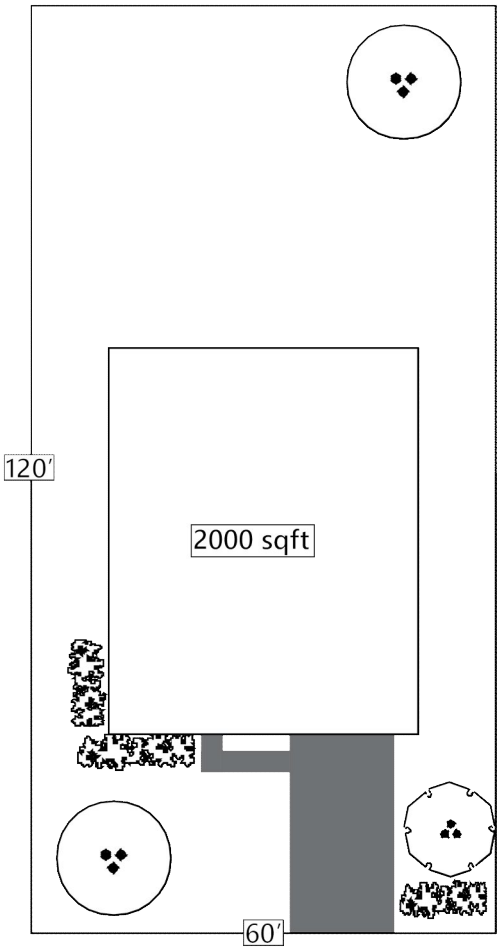


Current Requirements

- 1 Tree per 2,500 square feet



Single-Family Minimum Landscape Requirements



Current Requirements

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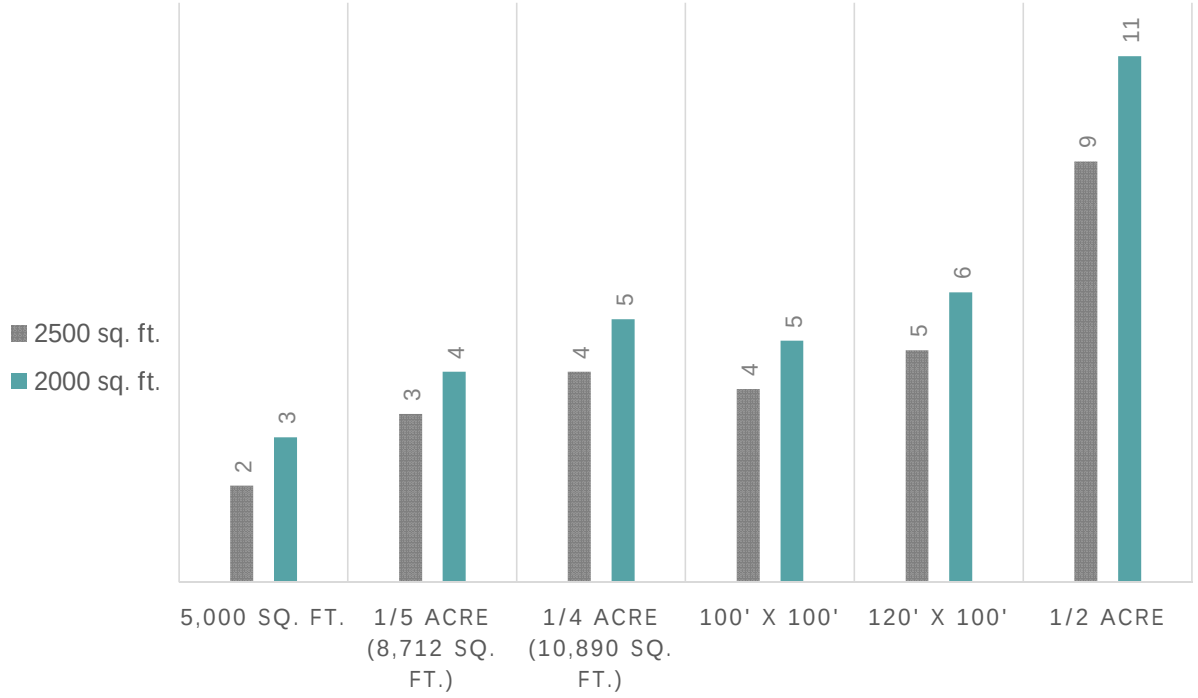


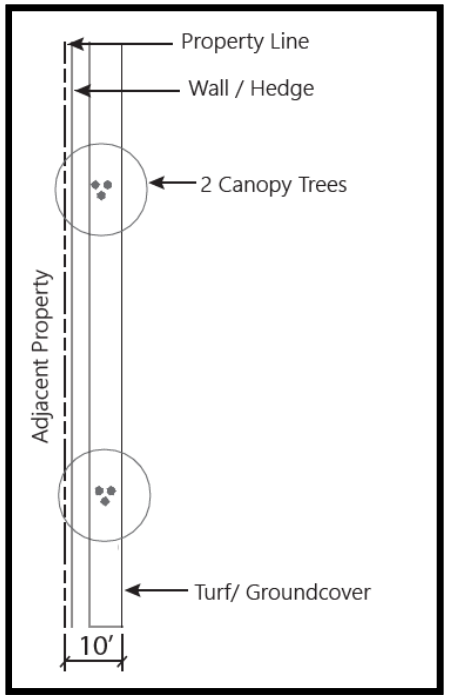
Buffers

Minimum Standards

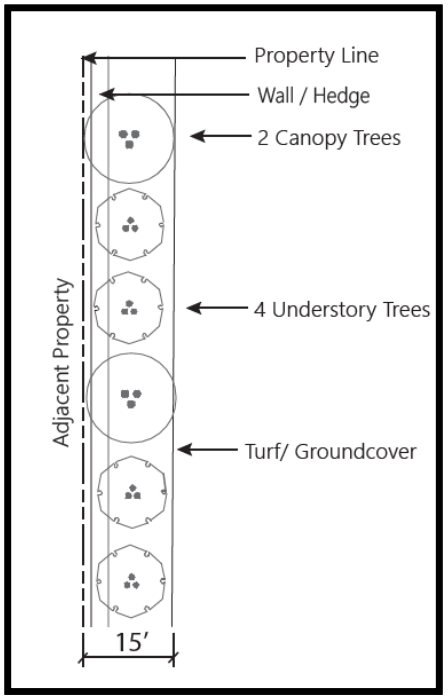
Responsibilities

Planting Requirements

Access Requirements



Buffer Type	Buffer Width	Minimum plantings per 100 linear feet
Low	10 Feet	Two (2) Canopy Trees, 66 Shrubs



Buffer Type	Buffer Width	Minimum plantings per 100 linear feet
Medium +	15 Feet	Two (2) Canopy Trees, four (4) Understory Trees, 100 Shrubs Unbroken hedge, fence, or wall.

Tree Preservation

General

- Prohibition on tree removal without permits, establishment of trees, special cases, and tree coverage standards for residential, commercial, industrial, and agriculture areas

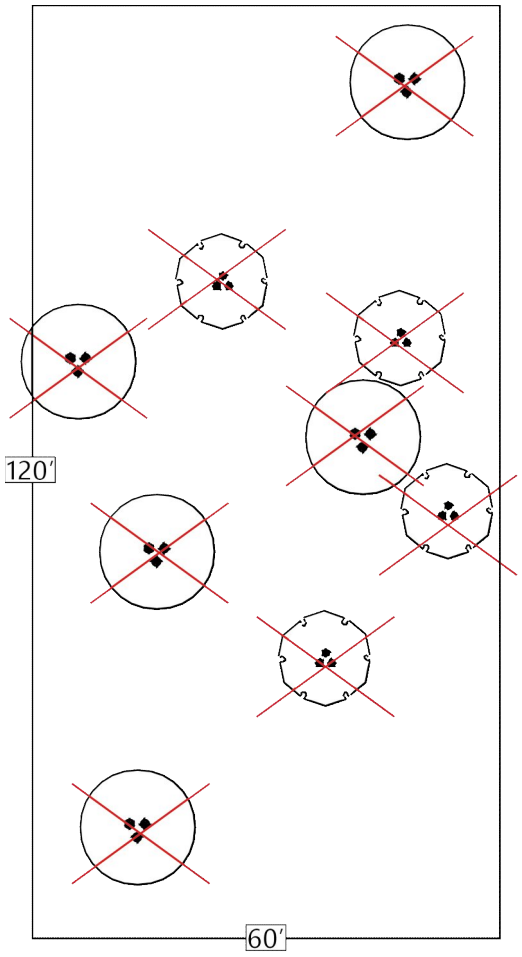
Tree Removal and Replacement

- Which trees require permits for removal

Replacement Trees

- Replacement tree calculation, replacement tree standards, tree mitigation fund, fees

Tree Removal and Replacement



9 Trees, non-specimen

Total DBH Inches = 56”

Replacement DBH Inches = 22.4”

If satisfied with new plantings:

3-5 trees on site (totaling 22.4”).

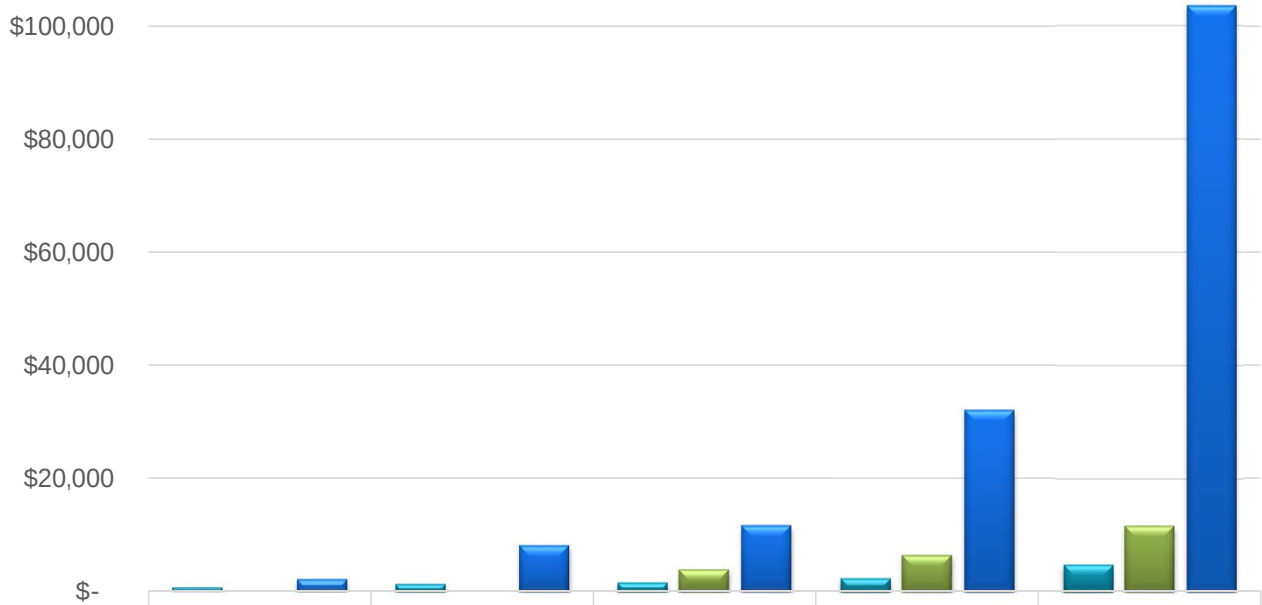
If satisfied with minimum plantings + payment to tree mitigation fund:

3 trees on site + payment of $1,201

Tree Removal and Replacement

All costs are per DBH inch

- $135 – Verified on-site trees impacted
- $325 – Specimen Trees
- $750 – Historic Trees



	5" DBH	10" DBH	12" DBH	20" DBH	36" DBH
Revised Non-Specimen	$675	$1,350	$1,620	$2,430	$4,860
Revised Specimen	0	0	$3,900	$6,500	$11,700
Current Costs	$1,998	$7,994	$11,511	$31,976	$103,601

Violations to the Tree Preservation Section

All costs are per DBH inch

- $135 – Verified on-site trees impacted
- $325 – Specimen Trees
- $750 – Historic Trees
- +$400 – Trees Identified as “Preserved” (in addition to the above rates)

- If tree size cannot be determined it is assumed to be a 24” preserved specimen tree ($17,400)

Tree Preservation

Permitting

- Details on tree removal applications, timing, and restrictions

Violations and Penalties

- Penalties and fees for violating tree removal provisions

Appeals

- Timeline and procedures for appealing decisions related to this code

Questions?

Jhartsfield@VHB.com

407.965.0520

www.VHB.com

Project Contact
Stephanie Doster
Planning Manager,
City of New Smyrna Beach
SDoster@cityofnsb.com

Thank You!

City of New Smyrna Beach

Landscape Code Update

THE CITY OF NEW SMYRNA BEACH - POLICE DEPARTMENT

ORDINANCE NO. 38-25: CONDUCT A FIRST READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, UPON SECOND READING AND PUBLIC HEARING, WOULD AMEND CHAPTER 58, PARKS AND RECREATION, ADDING SECTION 58-4, ESTABLISHING TIME LIMITATIONS FOR MOORING AT CITY-OWNED OR MAINTAINED DOCKS.

July 8, 2025

Background:

The City of New Smyrna Beach owns and maintains several public docks for the use and enjoyment of residents, visitors, and the broader boating community. Over time, the City has experienced a significant increase in vessels remaining moored at city-owned docks for extended durations. This has contributed to dock congestion, diminished public access, increased maintenance demands, and the presence of unattended or derelict vessels.

The extended mooring of vessels beyond the intended short-term, active use of docks for loading and unloading has also raised safety, navigational, and environmental concerns. In some cases, vessels obstruct access for emergency services or create hazards in areas intended for transient use.

To address these issues and promote the equitable and safe use of public waterfront infrastructure, the City seeks to amend Chapter 58 of the Code of Ordinances to establish Section 58-4, which will impose time limits for docking at city-owned boat ramps and waterfront facilities. The ordinance also introduces enforcement provisions, including fines, towing, and restrictions on derelict vessels.

The proposed ordinance is enacted pursuant to the City's authority under Chapter 166, Florida Statutes, and aligns with the City's responsibility to ensure safe, fair, and sustainable public access to recreational facilities.

The ordinance includes clearly defined exceptions for law enforcement, government, and

permitted vessels, and introduces stricter time limits for high-traffic locations such as Riverside Park.

A public hearing has been scheduled in accordance with Florida Statutes § 166.041(3)(a), with proper notice provided.

Fiscal Analysis:
None.

Strategic Plan Item:
No

Staff Report Created By: Jason Reve - Police Captain

Attachments:

Ord. No. 38-25 Mooring at City Docks.pdf
Business Impact Estimate - Ord 38-25.pdf

ORDINANCE NO. 38-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH, AMENDING THE CODE OF ORDINANCES; AMENDING CHAPTER 58, PARKS AND RECREATION, TO ADD SECTION 58-4, USE OF CITY DOCKS AND BOAT RAMPS, ESTABLISHING TIME LIMITATIONS FOR MOORING AT CITY-OWNED DOCKS; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of New Smyrna Beach owns and maintains public docks for the benefit of residents, visitors, and the boating community; and

WHEREAS, unregulated long-term mooring at city-owned docks has resulted in congestion, reduced access, and increased maintenance needs; and

WHEREAS, the City has observed an increase in derelict or unattended vessels remaining parked at city docks for extended periods, creating safety hazards, navigation obstructions, and environmental concerns; and

WHEREAS, the City Commission finds it necessary to establish reasonable time limitations on the use of city docks to ensure equitable access and promote public safety; and

WHEREAS, the City has the authority under Chapters 166, Florida Statutes, and other applicable law to regulate the use of public waterfront infrastructure;

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

SECTION 1: ***Amendment.*** That the New Smyrna Beach City Code of Ordinances, Chapter 58, Parks and Recreation, is hereby amended as follows: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikeout~~, and additions to text are indicated by underline.)**

Chapter 58 PARKS AND RECREATION

Article I. In General

. . .

Sec. 58-4. Use of city dock and boat ramps.

(a) *General restrictions*. City docks and boat ramps are to be used exclusively for the purpose of loading and unloading the vessel, and/or passengers, unless otherwise provided in this section. No vessel may remain moored, docked, or tied up to any city

owned boat ramp, dock or waterfront land in excess of one hour. Exemptions to this rule are permitted for:

a. Police or other public safety vessels
b. Government vessels
c. Marine Discovery Center vessels, for the duration of the contract terms
d. Any other vessel specifically approved and permitted by the city commission

At Riverside Park, no vessel may remain moored, docked, or tied up at the Riverside dock for more than 5 hours.

(b) *Penalties*. Vessel exceeding the time limits or being used for purposed other than those identified in section (a) will receive:

a. A fine of $250 for a first violation and immediate towing of the vessel.
b. A fine of $500.00, a trespass warning for a second violation, and immediate towing of the vessel.
c. Any individual who violates after the second violation will be subject to the penalties identified in subsection b, as well as arrest.

(c) *Derelict Vessels*. Any vessel removed under this section that is deemed derelict may be returned to its owner. However, the owner shall not place the derelict vessel back into the waterways until it is deemed seaworthy and is no longer classified as derelict. Violation of this subsection will be enforceable in accordance with Section 1-14 of the City Code, in addition to any applicable Florida Statutes.

SECTION 2: ***Codification***. Following adoption of this ordinance, the City Clerk shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's Code of Ordinances. Municipal Code Corporations usual and customary fee for said codification service is hereby approved.

SECTION 3: *Public Hearing*. That the public hearing considering the adoption of this ordinance shall be held at 6:30 p.m. on July 22, 2025, in the City Commission Chambers at City Hall, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a), F.S.

SECTION 4: *Administrative Correction of Scrivener's Errors.* The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 5: *Conflicting Ordinances.* All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict. In the event of a conflict between this Ordinance and any other City ordinance, resolution, or regulation, the provisions of this Ordinance shall control.

SECTION 6: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 7: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 7/1/2025

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 38-25 Establishing time limitations for mooring at city-owned docks

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The ordinance is designed to help ensure access to city docks and reduce derelict vessels from remaining docked at city docks for an extended period of time.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

Revenue may be generated for the city based on fines issued to the vessel. The amount is unknown at this time.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*)
This new regulation is intended to establish clear time limits for vessels docked at city-owned and maintained docks and waterfront properties. The city has seen ans increase in derelict vessels remaining docked for extended periods leading to blight, restricted access to the docks, and safety hazards for other vessels entering and leaving the area.

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 39-25: CONDUCT A FIRST READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, UPON SECOND READING AND PUBLIC HEARING, WOULD APPROVE PUD-4-22, NEW SMYRNA BEACH MEDICAL CENTER AND WELLNESS COMPLEX.

July 8, 2025

Background:

I. Background

A. Applicant: Storch Law Firm, 420 So. Nova Rd., Daytona Beach, FL 32114

B. Property Owner: FORT Investment Group LLC, 502 Palmetto St., New Smyrna Beach, FL 32168

C. Request: Approval of a new Master Development Agreement (MDA) and Conceptual Plan for a 3.3 acre property that is already zoned Planned Unit Development (PUD) for a similar Medical and Office use that was originally approved by the City but is now an expired.

D. Site Information: The 3.3 acre undeveloped site is located south of and fronting State Road (SR) 44, between Wildwood Dr. to the west and Wild Orange Dr. to the east. The current PUD zoning designation of the site considers the two existing Future Land Use (FLU) designations of Commercial and Low Density Residential (LDR), as did the prior PUD MDA and Plan. That prior MDA was approved by the City in 2010 for a 10 year duration and expired in 2020. The site is also within the Corridor Overlay Zone (COZ). Site Location and Aerial Maps are attached as **Exhibits A & B**. An Existing Zoning Map is attached as **Exhibit C**, with these maps showing all adjacent zoning designations and surrounding development. No Proposed Zoning Map is attached, as the site is proposed to retain its current PUD zoning. An Existing Future Land Use (FLU) Map is also attached as **Exhibit D**,

with these maps showing all site and adjacent FLU designations. No Proposed FLU Map is attached, as the site is proposed to retain its current FLU designations. Finally, a Site Survey is attached as **Exhibit E**. It should also be noted that as of the date of this report, the two adjacent side streets of Wildwood and Wild Orange Drives, to each side of the Subject Property, are both shown on Volusia County Road Maintenance map data as being under the permitting and maintenance of the County and not the City.

E. Surrounding Properties: As stated earlier, the 3.3 acre subject property fronts the south side of SR 44, with another smaller PUD immediately adjacent to the west, within a corner lot that is currently used as Pools by Bradley as their sales office. As shown on the Exhibit C Existing Zoning Map, the neighboring properties that are further south of that Pools by Bradley site and fronting Wildwood Dr. are within unincorporated Volusia County and zoned Volusia County R-4A. The same situation also applies to all residential properties neighboring the Subject Property and fronting on both sides of Wild Orange Drive, with those also all being
within unincorporated Volusia County and zoned Volusia County R-4A. The sole neighboring property on this south side of SR 44 that deviates from that County R-4A zoning is the City PUD zoned property to the east, on the east/opposite side of Wild Orange Drive, but which also has no active Master Development Agreement (MDA) and/or Conceptual Plan in place and apparently never has. On the north/opposite side of SR 44 is a large PUD zoned area that has already been developed as the 41 acre Colony Park Commercial PUD, with individual sites/businesses within that (and opposite this Subject Property) being the Mullinax Ford dealership, offices, Sporty's car wash, etc., with their internal driveway entrance to Mullinax Ford also opposite the Subject Property.

F. Parcel Numbers: 7343-07-01-0010, 7343-07-01-0030, 7343-07-01-1010, 7343-07-01-1040, and 7343-07-01-1050

G. Exhibits:

Exhibit A: Location Map

Exhibit B: Aerial Map

Exhibit C: Existing Zoning Map

Exhibit D: Existing Future Land Use (FLU) Map

Exhibit E Site Survey Sketch and Legal Description (Serving as Ex A. of the MDA)

Exhibit F: Proposed new Master Development Agreement (MDA) text

Exhibit G: Proposed PUD MDA Conceptual Plans (consists of 3 different Exhibits to be attached to the MDA, as labeled below)

Exhibit G-1: Proposed PUD Concept Plan, VUA/Specimen Tree Plan, & Existing Site Conditions Exhibits (consists of 3 different document sheets, all labeled as Sheet B-1, and serving as Exhibit B of the MDA)

Exhibit G-2: Proposed Architectural Elevations and Floor Plan Exhibits (consists of 4 different document sheets, labeled as Sheets A3-A4 & A6-A7), and serving as Exhibit C of the MDA)
Exhibit G-3: Proposed PUD Landscape Plans (consists of 2 different document sheets, and serving as Exhibit D of the MDA)
Exhibit G-4: Proposed Monument Sign Elevation Exhibit (consists of 1 document sheet, not labeled, and serving as Exhibit E of the MDA)
Exhibit H: Commission Minutes of 2/11/25 re Historic tree Removal (HTR)-4-24 application

Exhibit I: Expired and prior PUD Master Development Agreement (MDA), approved in 2010

Findings:

Review a proposed new Master Development Agreement (MDA) and Conceptual Plan for the New Smyrna Beach Medical Center and Wellness Complex, within a 3.3 acre property that already has an existing zoning of Planned Unit Development (PUD) but with an associated Master Development Agreement (MDA) that has now expired, with this site located on the south side of and fronting State Road 44, between Wildwood Dr. to the west and Wild Orange Dr. to the east.

A. The proposed Planned Unit Development (PUD) Master Development Agreement (MDA) and Conceptual Development Plan (CDP) Exhibits would replace a previously approved PUD MDA/CDP for a similar development/use for this site that has since expired. The current proposal is for this 3.3. acre undeveloped site to contain a single two story medical office building of 20,600 SF (10,000 SF each floor, with a 600 SF Entrance Canopy) and 80 space parking lot.

B. The proposed site contains two different Future Land Use (FLU) designations, with the great majority in the site's northern area (and all of its SR 44 frontage) being designated as SR 44 Commercial FLU, and containing virtually all of the proposed development area. Two smaller parcels within the southeast portion of the site and fronting Wild Orange Dr. only are designated as Low Density Residential (LDR), and the designations and boundary line for each of these two FLU area can be seen most clearly on the Exhibit D FLU Map. That southern/LDR portion will not contain any commercial area except for four parking spaces and a proposed retention pond. There is an existing ditch bisecting the site in this southernmost area that will remain and be undisturbed by any of these proposed commercial improvements. In addition, the applicant and MDA text propose to create a Conservation Easement (CE) over those southernmost areas to remove the possibly of those small areas of existing wetlands and ditch ever being developed.

C. The proposed site is also within the Corridor Overlay Zone (COZ) as defined in the City LDR, which also regulates development within that zone. Specifically, a minimum 75' wide vegetated area is now required within its frontage along SR 44, with the northernmost 25' of that area devoted strictly to an existing NSBU Utility Easement (UE), and the remaining 50' wide area adjacent and internal to that UE to be provided strictly for a Landscape Buffer parallel to SR 44.

D. The current CDP is also contingent on a concurrent and pending Historic Tree Removal application (HTR-4-24) and approval process. That application is for the removal of three of the nine Historic Trees now within the site, which the Commission first discussed at the February 11, 2025 meeting (minutes attached as **Exhibit H**), and after much discussion then about alternatives, tabled that application to this future Commission meeting date to coincide with this PUD application also being heard. The six Historic Trees proposed to be preserved within this site are shown on the attached Exhibit F plans, with the site design on those plans intended to preserve both two-thirds of the nine total Historic Trees and numerous other trees now within the site.

E. In terms of Open Space and tree preservation areas and methods, the City LDR requires the Minimum Open Space for any Non-Residential PUD within this geographic area to be a minimum of 50% of the entire site, with this now also noted as required in the MDA Site Development Criteria text. The CDP also notes the Open Space Percentage as being met and exceeded, proposed as 64% Open Space being provided. That same MDA Section text also proposes a Maximum Impervious Surface Area of 40%, well under

the potential Maximum in other locations in the City.

F. According to the site survey and FEMA Flood Maps, the site is within Flood Zone X on those Maps and is thus not within the FEMA Flood Plain. It should also be noted the Wild Orange Drive roadway and right-of-way adjacent to the site's eastern boundary, and which the proposed internal driveway is proposed to connect to, remains a Volusia County roadway, with all permitting and maintenance of that roadway south of SR 44 now under Volusia County control. The proposed primary driveway connection (to SR 44) would be under the permitting control of FDOT, and be a right in – right out design only.

G. In terms of a Traffic Impact Analysis (TIA), a Rezoning Traffic Study has been done to determine existing background traffic and general impact of these proposed new plans and construction, based on the maximum entitlements included in this proposed PUD MDA. That Rezoning Traffic Impact Analysis (RTIA) was submitted with this PUD rezoning application and has been reviewed and approved by the City's Traffic Engineering consultant. The MDA provides that a separate and much more specific Traffic Impact Analysis (TIA) will be conducted with the future Site Plan to come, in accordance with TPO guidelines.

H. The applicant is also requesting the ability to provide 9' wide Parking Spaces instead of the standard 10' width that would typically be required in this geographic area. The 9' width is permitted in Special Parking Districts within the City, and allows for additional pervious area and tree/landscape island widths within the proposed parking area. In addition, Section 604.051 J. of the LDR allows for a reduction in the minimum parking space requirement to be approved by staff for the tree preservation now proposed within the site, which in this case could be 10% or 8 spaces. The 80 spaces now proposed that meet the minimum requirement could then be reduced to 72 spaces. The applicant would prefer to use this same pavement reduction allowance of the LDR in a different method, by providing 9' wide spaces instead and still provide the minimum 80 spaces otherwise required, in order to save the existing trees shown on the plans. Staff is agreeable to this request since that same amount of reduced impervious area would be permitted by either method discussed above, and given that 9' wide parking spaces are now permitted by the LDR, in the Flagler Ave., Canal St., and Dixie Freeway/US 1 Special Parking Districts.

I. The MDA text includes various provisions for Architectural & Design Standards, Environmental Considerations, and Signage (Sections 8, 9, & 10, Pages 4-5), some of which has been discussed above. The MDA is also noted (Section 11, Page 6) to be valid for a period of 5 years from its execution, with all construction substantially complete by then.

J. The Planning and Zoning Board reviewed this application at their June 2, 2025 meeting and voted 5-0 (with two absences) to recommend approval to the City Commission, with certain conditions as listed below that have since been incorporated into the revised and attached **Exhibit F** Proposed new Master Development Agreement (MDA) text.

1. The stormwater management system design shall conform to New Smyrna Beach's latest and revised development standards.
2. All project sitework shall be 100% complete, including the building shell, prior to a Certificate of Occupancy (CO) being issued.
3. The developer agrees to investigate additional methods to reduce/mitigate stormwater issues, and those methods shall be in addition to the required NSB minimum standards/requirements and not as alternate SWM designs.
4. The PUD documents shall clearly state that the developer is responsible in perpetuity for maintenance of all site improvements including all stormwater infrastructure.
5. All businesses located within the Medical Wellness Center shall be limited to standard Monday – Friday operating hours of 8am to 5pm.
6. The Project Site Plans shall include a site lighting photometric analysis to minimize site lighting spill past the site's property lines.

Recommendation

The Development Services Department recommends the City Commission approve the requested rezoning amendment to create the New Smyrna Beach Medical Complex and Wellness Center Planned Unit Development (PUD) under its attached Master Development Agreement (MDA) and Conceptual Master Plan (CMP), contingent on the results of the companion application for Historic Tree Removal (HTR-4-24, to also be heard at the following/July 22. 2025 City Commission meeting) being incorporated into this application.

Fiscal Analysis:
N/A

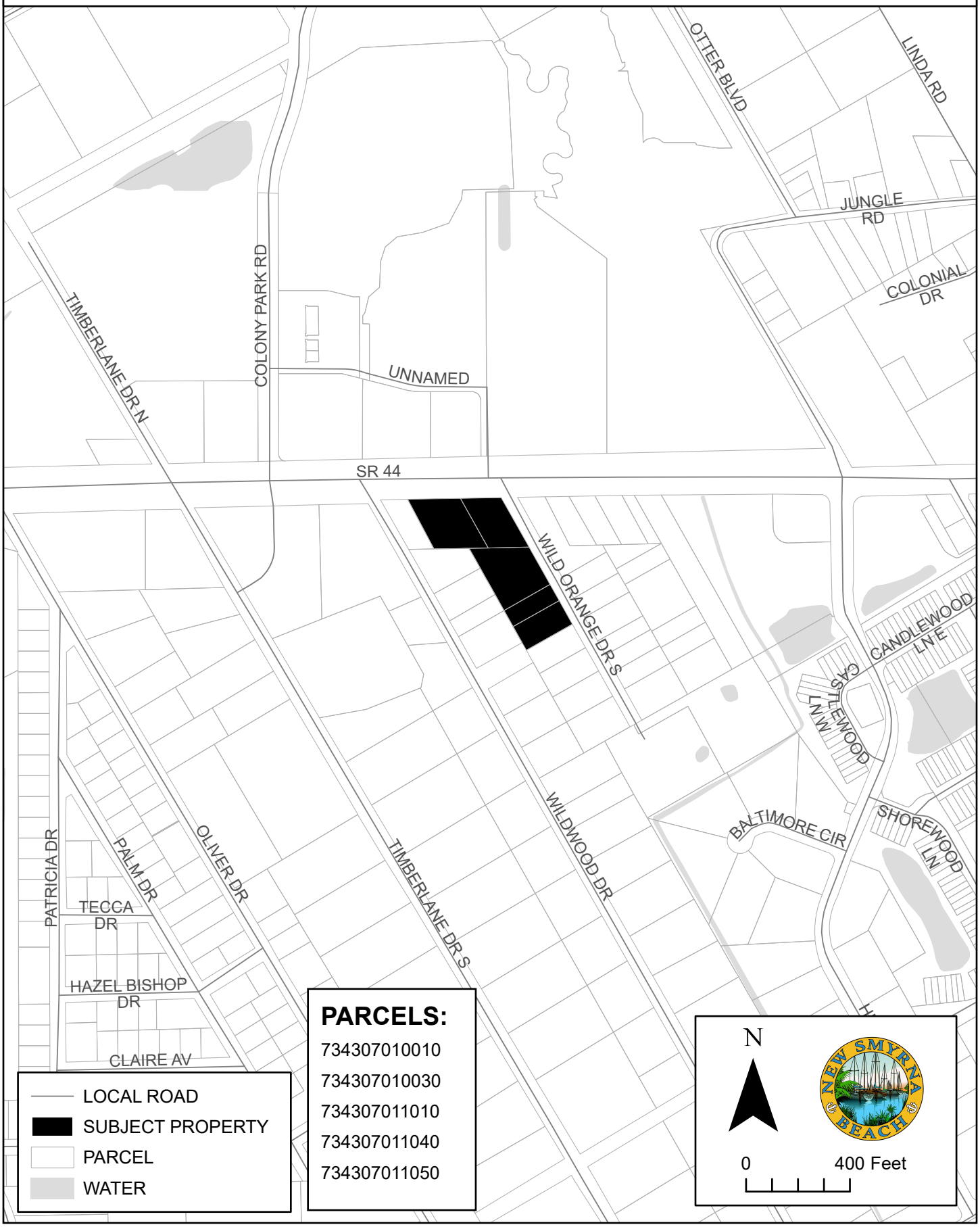
Strategic Plan Item:
No

Staff Report Created By: Jeff Gove - Chief Planner

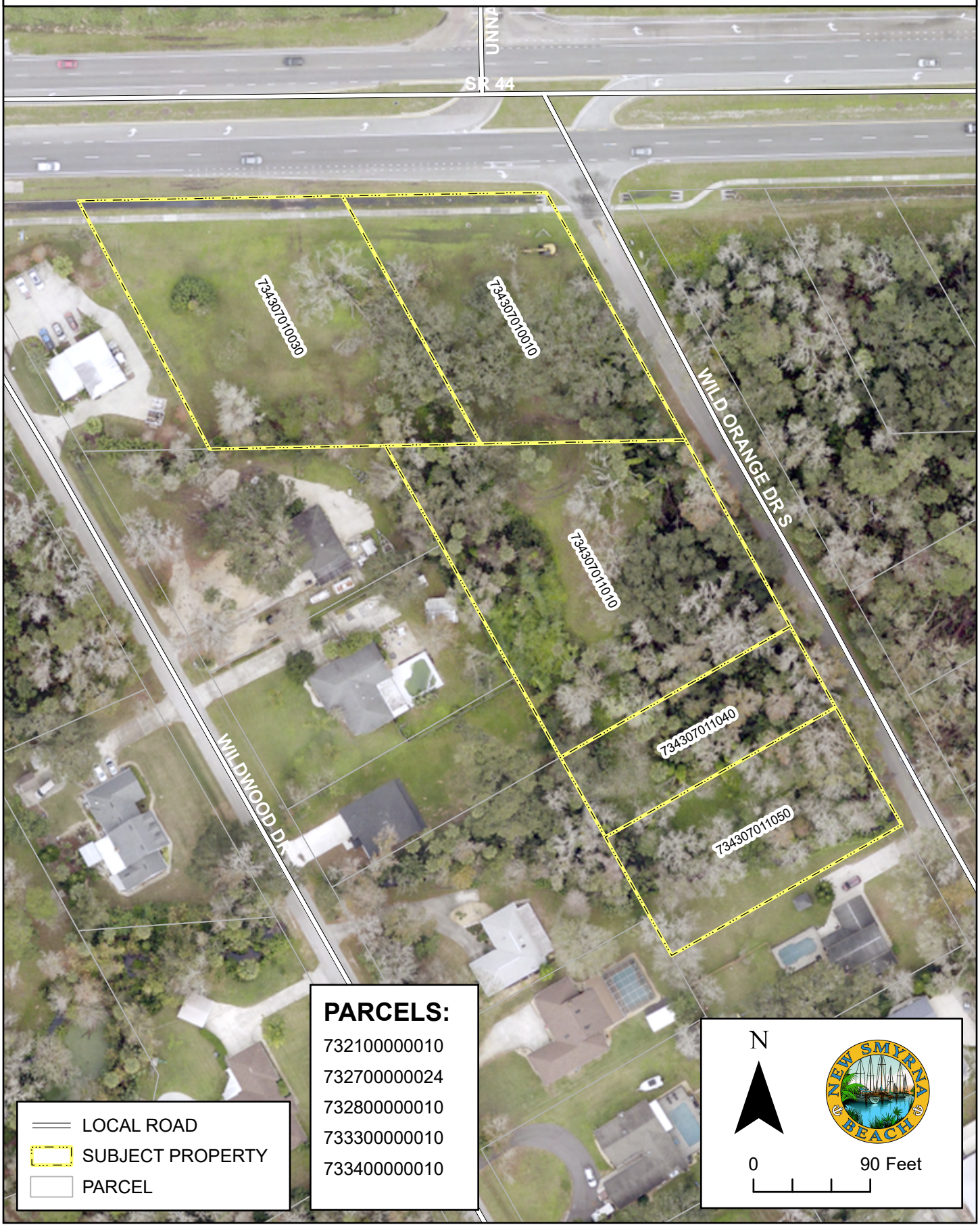
Attachments:

Ex. A Location Map.pdf
Ex. B Aerial Map.pdf
Ex. C Existing Zoning Map.pdf
Ex. D Existing FLU Map.pdf
Ex. E Survey and Legal Description 4-30-24.pdf
Ex. F NSB Medical Complex and Wellness Center MDA 6-25-25 - Planning Board Version UPDATED 6-25-25 CLEAN.pdf
Ex. G-1 Conceptual Site Plan sheets - 3 total, all labeled as B-1, 6-20-25
Ex. G-2 Architectural Elevations and Floor Plans_5.3.24.pdf
Ex. G-3 Conceptual Landscape Plan - 2 sheets.pdf
Ex. G-4 Monument Sign Detail 6-7-24.pdf
Ex. H Commision Minutes 2-11-25 re HTR-4-24
Ex. I Expired MDA for prior Coronado Office Park.pdf
Business Impact Estimate - Ord 39-25 NSB Medical and Wellness PUD MDA.pdf
Ord 39-25 NSB Medical and Wellness PUD MDA.pdf

PUD-4-22: MEDICAL COMPLEX AND WELLNESS CENTER LOCATION MAP

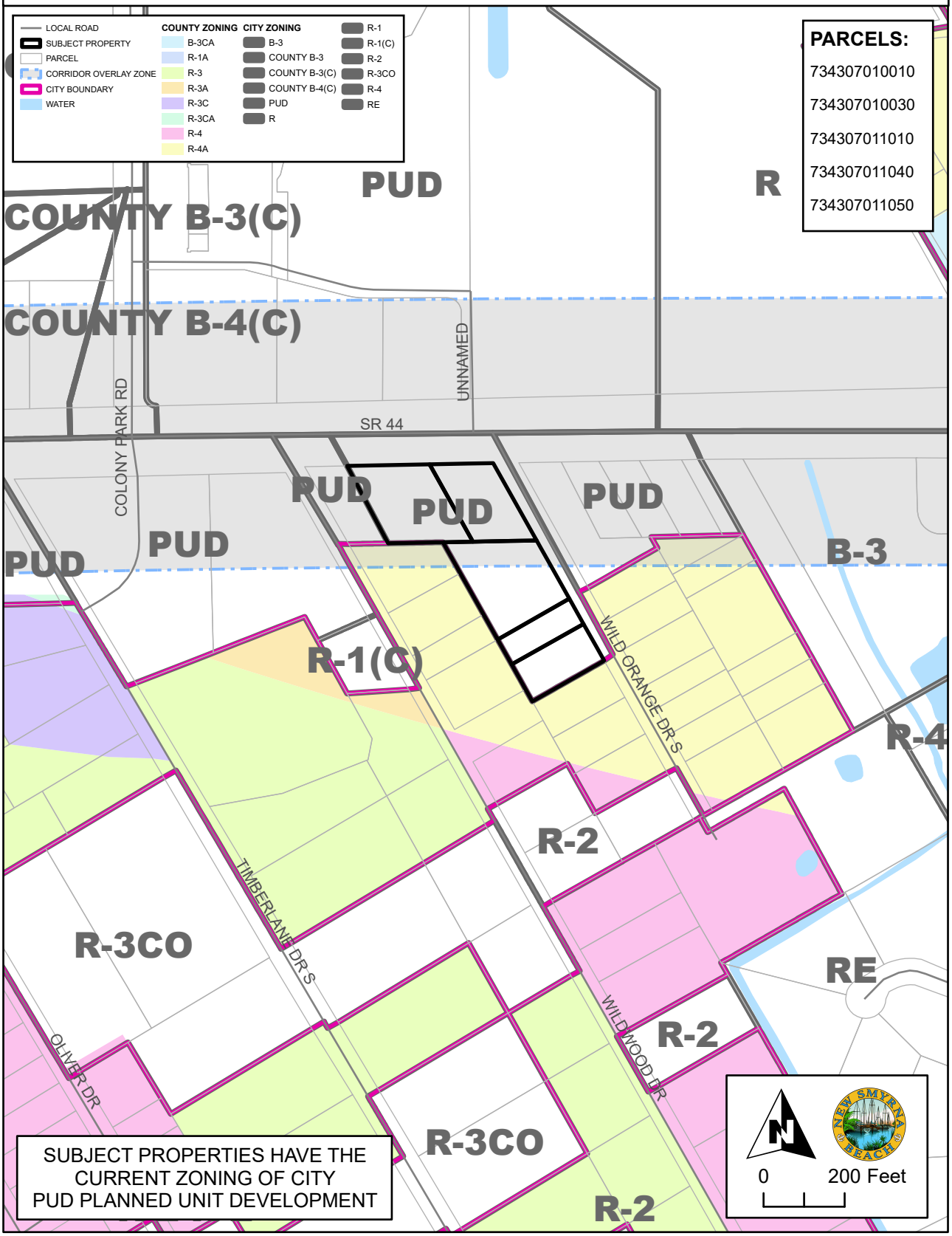


PUD-4-22: MEDICAL COMPLEX AND WELLNESS CENTER AERIAL MAP



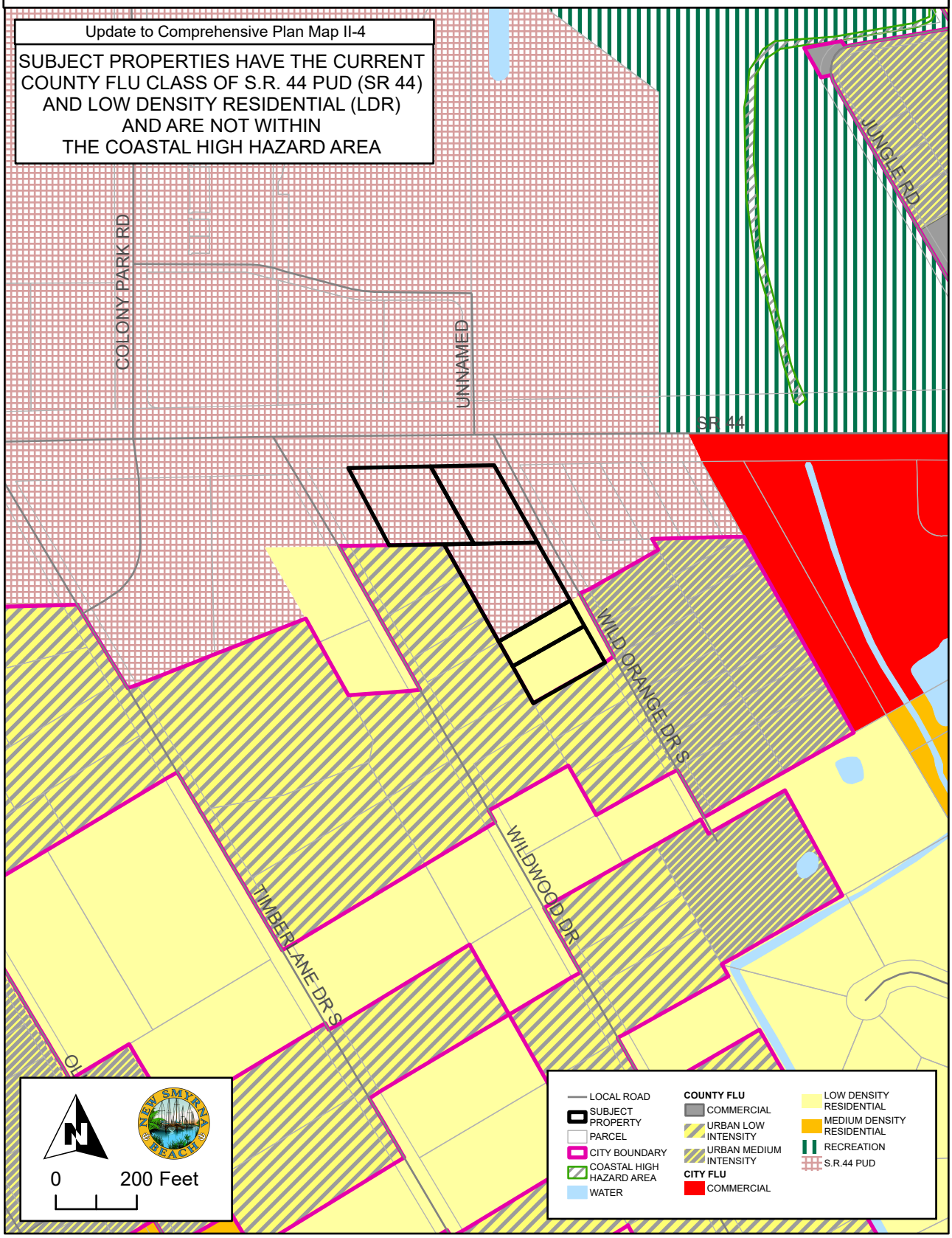
EXISTING ZONING

PUD-4-22



EXISTING FUTURE LAND USE DESIGNATIONS

PUD-4-22



NOTE : PROGRESS DRAWING

SCALE: 1" = 40'

- ○ DENOTES 5/8" IRON ROD W/ CAP "LB 7220" SET
- □ DENOTES 4" X 4" CONCRETE MONUMENT (NO IDENTIFICATION) RECOVERED
- ⊙ DENOTES 5/8" IRON ROD W/ CAP "LB 2599" RECOVERED

TREE LEGEND

O = DENOTES OAK TREE *(W/ APPROX. DIAMETER IN INCHES INDICATED)
C = DENOTES CEDAR (TYPICAL)
PA = DENOTES PRICKLY ASH
M = DENOTES MAPLE
E = DENOTES ELM
SG = DENOTES SWEET GUM
HIC = DENOTES HICKORY
MAG = DENOTES MAGNOLIA
HOLLY = DENOTES HOLLY
o = DENOTES APPROXIMATE TREE LOCATION
DENOTES TREE 36" DIAMETER OR LARGER

* UTILITY LOCATIONS SHOWN PER VISIBLE EVIDENCE FOUND IN THE FIELD AND PER UTILITIES COMMISSION OF NEW SMYRNA BEACH. CLIENT AND / OR CONTRACTOR MUST VERIFY LOCATIONS WITH THE APPROPRIATE UTILITY PROVIDER PRIOR TO CONSTRUCTION.

PLAT OF BOUNDARY, TOPOGRAPHIC & SPECIFIC PURPOSE SURVEY OF

PARCEL 2: BEGIN AT THE INTERSECTION OF THE WEST LINE OF LOT 30, SUBDIVISION OF NAPIER AND NORTH PART OF HULL GRANT AND THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 44; THENCE ALONG SAID ROAD LINE NORTH 88 34' 48" EAST 117 FEET TO THE POINT OF BEGINNING; THENCE ALONG SAID ROAD LINE 200 FEET TO A POINT; THENCE SOUTH 29 47' 12" EAST 200 FEET TO A POINT; THENCE SOUTH 88 34' 48" WEST 200 FEET TO A POINT; THENCE IN A STRAIGHT LINE TO THE POINT OF BEGINNING 200 FEET. BEING LOTS 3 AND 4, BLOCK 1, HAMMOCK GARDENS, AN UNRECORDED PLAT OF LOT 30 SOUTH OF HIGHWAY 44 AND OF LOT 43, BLOCK 14 OF NAPIER AND THE NORTH PART OF HULL GRANTS, PER MAP BOOK 2, PAGE 42, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 3: A PART OF BLOCK 14, SOUTH OF STATE ROAD #40 ACCORDING TO THE PLAT OF NAPIER & HULL GRANTS, VOLUSIA COUNTY, FLORIDA, AS FOLLOWS, TO-WITH; COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF LOT 30 WITH THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD #40; THENCE RUNNING EASTERLY AND BINDING ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD #40 A DISTANCE OF 417 FEET TO A POINT WHICH IS THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING EASTERLY AND BINDING ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD #40 A DISTANCE OF 54.58 FEET TO A POINT WHICH IS THE INTERSECTION WITH THE WEST LINE OF WILD ORANGE DRIVE, A 50 FOOT ROAD WAY; THENCE SOUTH 29 47' 12" EAST A DISTANCE OF 200 FEET TO A POINT IN THE WEST LINE OF WILD ORANGE DRIVE; THENCE WESTERLY AND PARALLEL TO THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD #40 A DISTANCE OF 54.58 FEET TO A POINT; THENCE NORTHERLY AND PARALLEL TO THE WEST LINE OF WILD ORANGE DRIVE A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. (ALSO KNOWN AND DESCRIBED AS LOT 1, BLOCK 1, OF HAMMOCK GARDENS, AN UNRECORDED SUBDIVISION).

AND

BEGIN AT THE INTERSECTION OF THE WEST LINE, LOT 30, SUBDIVISION OF NAPIER AND NORTH PART OF HULL GRANT AND THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 40; THENCE NORTH 88 34' 48" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE 317 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 88 47' 12" EAST 100 FEET; THENCE SOUTH 29 47' 12" EAST 200 FEET; THENCE SOUTH 88 47' 12" WEST 100 FEET; THENCE NORTH 29 47' 12" WEST 200 FEET TO THE POINT OF BEGINNING; BEING PARTS OF LOTS 30 AND 43, SAID SUBDIVISION OF NAPIER AND NORTH PART OF HULL GRANTS, ACCORDING TO MAP RECORDED IN MAP BOOK "M", PAGE 688, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 4: A PART OF BLOCK 14, SOUTH OF STATE ROAD #40 ACCORDING TO PLAT OF NAPIER & HULL GRANT, VOLUSIA COUNTY, FLORIDA, AS FOLLOWS, TO-WIT:; COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF LOT 30 IN SAID BLOCK 14 WITH THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD #40; THENCE RUNNING EASTERLY AND BINDING ON THE SOUTH RIGHT OF WAY OF STATE ROAD #40 A DISTANCE OF 471.58 FEET MORE OR LESS TO THE INTERSECTION OF THE WEST LINE OF WILD ORANGE DRIVE, A 50 FOOT ROAD WAY; THENCE SOUTH 29 47' 12" EAST ALONG SAID WEST LINE OF WILD ORANGE DRIVE A DISTANCE OF 200 FEET TO A POINT WHICH IS THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID ROAD LINE 172 FEET TO A POINT; THENCE WESTERLY AND AT RIGHT ANGLES A DISTANCE OF 200 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES A DISTANCE OF APPROXIMATELY 200 FEET TO A POINT WHICH IS 200 FEET SOUTH 29 47' 12" EAST FROM THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD #40; THENCE IN A STRAIGHT LINE AND PARALLEL TO STATE ROAD #40 TO THE POINT OF BEGINNING OF THIS DESCRIPTION.
(ALSO KNOWN AND DESCRIBED AS LOTS 101, 102, AND 103, BLOCK 1, OF HAMMOCK GRADENS, AN UNRECORDED SUBDIVISION.)

PARCEL 5: A PORTION OF LOT 43, BLOCK 14, MAP OF PROPERTY BELONGING TO CHAS. DOUGHERTY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN DEED BOOK "M", PAGE 688, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE WEST LINE OF LOT 30, BLOCK 14 AND THE SOUTH R/W LINE OF STATE ROAD #44; THENCE NORTH 88 DEGREES 34 MINUTES 48 SECONDS EAST, 471.58 FEET ALONG THE SOUTH R/W LINE TO THE INTERSECTION OF THE WEST BOUNDARY LINE OF "WILD ORANGE DRIVE", A 50 FOOT ROAD RUNNING NORTH 29 DEGREES 47 MINUTES 12 SECONDS WEST AND INTERSECTING IN THE S/W LINE OF SAID STATE ROAD AT THE POINT AS STATED; THENCE RUNNING WITH AND BINDING ON THE WEST LINE OF "WILD ORANGE DRIVE" SOUTH 29 DEGREES 47 MINUTES 12 SECONDS EAST, 372 FEET TO THE STAKE THERE FIXED WHICH IS THE POINT OF THE LAND HEREIN DESCRIBED; THENCE AT RIGHT ANGLES WESTERLY 200 FEET; THENCE AT RIGHT ANGLES SOUTHERLY PARALLEL TO "WILD ORANGE DRIVE" TO FEET; THENCE AT RIGHT ANGLES EASTERLY 200 FEET TO THE WEST LINE OF SAID ROAD; THENCE BINDING ON SAID ROAD NORTH TO THE POINT OF BEGINNING TO FEET, ALSO DESCRIBED AS LOT 104, BLOCK 1, HAMMOCK GARDENS, UNRECORDED SUBDIVISION NO. 116.

PARCEL 6: A PORTION OF LOT 43, BLOCK 14, SUBDIVISION OF THE NAPIER AND NORTH PART OF THE HULL GRANT, AS PER MAP THEREOF RECORDED IN DEED BOOK "M", PAGE 688 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH 105 FEET OF THE NORTH 547 FEET ON THE EAST LINE, SOUTH OF STATE ROAD 40, OF THE EAST 200 FEET OF THE WEST 415 FEET OF LOT 43, NAPIER AND HULL GRANT. ALSO DESCRIBED AS LOT 105 AND THE NORTH 1/2 OF LOT 106, BLOCK 1, HAMMOCK GARDENS UNRECORDED SUBDIVISION NO. 116.

SURVEYOR'S NOTES & SURVEY REPORT:
1. LEGAL DESCRIPTION PER TITLE COMMITMENT NO. CD07-111189 PROVIDED BY CLIENT OR AGENT OF CLIENT.
2. BEARINGS PER DESCRIPTION AND BASED ON THE WEST LINE OF WILD ORANGE DRIVE AS BEING S 29 47' 12" E.
3. SUBJECT TO RESTRICTIONS, RESERVATIONS, LIMITATIONS, EASEMENTS AND RIGHTS OF WAY, IF ANY, APPEARING OF RECORD PER CHAPTER 472.027 FLORIDA STATUTES, SURVEYOR IS NOT RESPONSIBLE FOR ANY EASEMENTS THAT ARE NOT PROVIDED TO HIM EXCEPT THOSE ON PLAT OF RECORD.
4. THIS SKETCH OF SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
5. THIS SKETCH OF SURVEY PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT AND NO TITLE WORK HAS BEEN PERFORMED OR PROVIDED TO THIS SURVEYOR EXCEPT AS NOTED ABOVE.
6. UNDERGROUND UTILITIES AND FEATURES NOT LOCATED.
7. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
8. DRAWING DISTANCE BETWEEN FEATURES SUCH AS WALLS OR FENCES, TREES AND PROPERTY LINE MAY BE EXAGGERATED FOR CLARITY ON THIS PROGRESS DRAWING.
9. FEATURES SHOWN BY SYMBOL ARE OF APPROXIMATE LOCATION NOT TO SCALE
10. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
11. SUBDIVISION OF THE NAPIER AND THE NORTH PART OF THE HULL GRANT ALSO RECORDED IN MAP BOOK 2, PAGE 42, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
12. ENVIRONMENTALLY SENSITIVE AREAS, IF ANY, NOT LOCATED.
13. ELEVATIONS REFER TO NAVD 1988 AND BASED ON USC & GS MONUMENT S-212, ELEVATION 27.46 FEET.

LEGEND & ABBREVIATIONS

(P) PLAT
(D) DESCRIPTION
(M) MEASURED
(C) CALCULATED
(PR) PRORATED
(R) RADIAL
(NR) NON-RADIAL
POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
DNR DEPARTMENT OF NATURAL RESOURCES
PC POINT OF CURVATURE
PT POINT OF TANGENCY
P/P POWER POLE
O/U OVERHEAD UTILITIES
A/C AIR CONDITIONER
R/W RIGHT OF WAY
C/L CENTERLINE
P/L PROPERTY LINE
RCP REINFORCED CONCRETE PIPE
CMP CORRUGATED METAL PIPE
TBM TEMPORARY BENCH MARK
0.0 EXISTING ELEVATION
D.O.T. DEPARTMENT OF TRANSPORTATION
USC & GS UNITED STATES COAST & GEODETIC SURVEY
NGVD NATIONAL GEODETIC VERTICAL DATUM
F.I.R.M. FEDERAL INSURANCE RATE MAP
△ DELTA
R RADIUS
L ARC LENGTH
C CHORD
T TANGENT
CB CHORD BEARING

SURVEY TYPE	SURVEY DATE	JOB NUMBER	PC	CALC	DRAFT	CK
SPECIFIC PURPOSE (TREES)	08-06-21	05-21-007	KC	AC	KC	AC
SKETCH OF DESCRIPTION						
TOPOGRAPHIC	08-06-21	05-21-007	KC	AC	KC	AC
BOUNDARY	08-06-21	05-21-007	KC	AC	KC	AC
FOUNDATION						
TREE SURVEY	04-30-24	05-21-007	KC	AC	KC	AC
UPDATE						
UPDATE						
REVISED	04-30-24	05-21-007	KC	AC	KC	AC
REVISED						

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PROFESSIONAL SURVEYING & MAPPING
308 NORTH CAUSEWAY
NEW SMYRNA BEACH, FL 32169
OFFICE : (386) 428-2218

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THE TERM CERTIFIED AS USED ON THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE PARTIES LISTED ON THIS SURVEY. IT IS ALSO UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND THE FIRM, SAID OPINION BASED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. THIS SURVEYOR AND FIRM, DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS, WHICH IS USED AS A BASIS FOR THIS SURVEYOR'S OPINION. ADDITIONS, DELETIONS, OR REVISIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARTY, PER FLORIDA STATUTE CHAPTER RULE 61G17-6.003(2)(k)

THIS SURVEY IS PROTECTED BY COPYRIGHT AND IS CERTIFIED ONLY TO THE PEOPLE LISTED ABOVE AND ONLY FOR THIS PARTICULAR TRANSACTION. ANY USE OR REPRODUCTION OF THIS SURVEY WITHOUT THE EXPRESS PERMISSION OF THE SURVEYOR IS PROHIBITED. USE OF THIS SURVEY IN ANY SUBSEQUENT TRANSACTIONS IS NOT AUTHORIZED. THE SURVEYOR EXPRESSLY DISCLAIMS ANY CERTIFICATION TO ANY PARTIES IN FUTURE TRANSACTIONS. NO PERSON OTHER THAN THOSE LISTED SHOULD RELY UPON THIS SURVEY.

I HEREBY CERTIFY THAT THIS PLAT OF SURVEY OF THE SUBJECT PROPERTY IS TO THE BEST OF MY KNOWLEDGE, BELIEF AND INFORMATION TRUE AND CORRECT AS SURVEYED UNDER MY SUPERVISION ON THE DATES SHOWN HEREON. I FURTHER CERTIFY THAT THIS PLAT OF SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS PER F.A.C. RULE 61G17-6, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, ACCORDING TO THE FLORIDA STATUTES CH. 472.027, SUBJECT TO ANY QUALIFICATIONS NOTED HEREON.

M. ALLEN CAMPBELL PSM #6176 CERTIFICATE OF AUTHORIZATION #7220

SCALE : 1" = 40'
FILE : NAPIER & HULL GRANTS
PREPARED FOR : NEW SMYRNA BEACH WELLNESS CWNTER

MAP EFFECTIVE: 09-29-2017 THIS PROPERTY IS IN FLOOD ZONE(S) : "X"
THIS LOCATION DETERMINED BY SCALING F.I.R.M. COMMUNITY PANEL : 125155 0540 J
MAP NUMBER : 12127 C0540 J

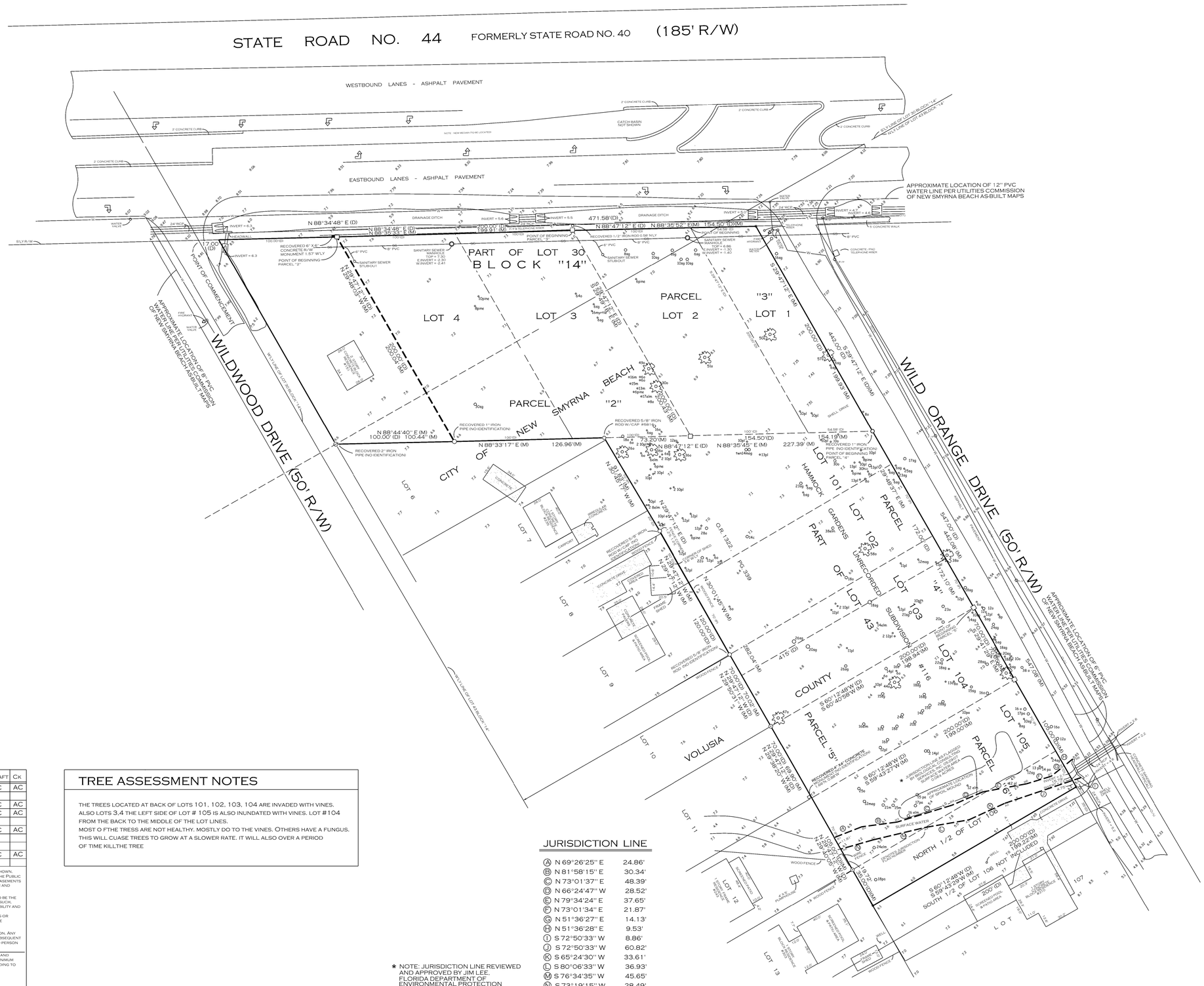
TREE ASSESSMENT NOTES

THE TREES LOCATED AT BACK OF LOTS 101, 102, 103, 104 ARE INVADED WITH VINES. ALSO LOTS 3,4 THE LEFT SIDE OF LOT # 105 IS ALSO INUNDATED WITH VINES. LOT #104 FROM THE BACK TO THE MIDDLE OF THE LOT LINES.
MOST O FTHE TRESS ARE NOT HEALTHY, MOSTLY DO TO THE VINES. OTHERS HAVE A FUNGUS. THIS WILL CUASE TREES TO GROW AT A SLOWER RATE. IT WILL ALSO OVER A PERIOD OF TIME KILLTHE TREE

JURISDICTION LINE

(A)	N 69°26'25" E	24.86'
(B)	N 81°58'15" E	30.34'
(C)	N 73°01'37" E	48.39'
(D)	N 66°24'47" W	28.52'
(E)	N 79°34'24" E	37.65'
(F)	N 73°01'34" E	21.87'
(G)	N 51°36'27" E	14.13'
(H)	N 51°36'28" E	9.53'
(I)	S 72°50'33" W	8.86'
(J)	S 72°50'33" W	60.82'
(K)	S 65°24'30" W	33.61'
(L)	S 80°06'33" W	36.93'
(M)	S 76°34'35" W	45.65'
(N)	S 73°19'15" W	28.49'

* NOTE: JURISDICTION LINE REVIEWED AND APPROVED BY JIM LEE, FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REPRESENTATIVE ON MAY 31, 2007.


STATE ROAD NO. 44
FORMERLY STATE ROAD NO. 40
(185' R/W)
WESTBOUND LANES - ASHPALT PAVEMENT
EASTBOUND LANES - ASHPALT PAVEMENT
WILDWOOD DRIVE (50' R/W)
WILD ORANGE DRIVE (50' R/W)
PART OF LOT 30 BLOCK "14"
PARCEL "3"
PARCEL "2"
PARCEL "1"
LOT 4
LOT 3
LOT 2
LOT 1
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 11
LOT 12
LOT 13
LOT 101
LOT 102
LOT 103
LOT 104
LOT 105
LOT 106
PARCEL "4"
PARCEL "5"
PARCEL "6"
HAMMOCK GARDENS UNRECORDED SUBDIVISION NO. 116
NORTH 1/2 OF LOT 106 NOT INCLUDED
CITY OF NEW SMYRNA BEACH
COUNTY OF VOLUSIA
OR 1322, PG 339
POINT OF COMMENCEMENT
POINT OF BEGINNING
APPROXIMATE LOCATION OF 12" PVC WATER LINE PER UTILITIES COMMISSION OF NEW SMYRNA BEACH AS-BUILT MAPS
APPROXIMATE LOCATION OF 6" PVC WATER LINE PER UTILITIES COMMISSION OF NEW SMYRNA BEACH AS-BUILT MAPS
APPROXIMATE LOCATION OF 6" PVC WATER LINE PER UTILITIES COMMISSION OF NEW SMYRNA BEACH EASEMENT MAPS
N 88°34'48" E (D)
N 88°35'33" E (M)
199.91' (M)
471.58'(D)
N 88°47'12" E (D) N 88°35'45" E (M) 154.50'(D)(M)
N 88°44'40" E (M) 100.00' (D) 100.44' (M)
N 88°33'17" E (M) 126.96'(M)
N 88°47'12" E (D) N 88°35'45" E (M) 154.50'(D) 227.39' (M)
S 29°47'12" E (D)(M) 199.97' (M)
S 29°47'12" E (D) 442.05' (D) 439.94' (M)
N 29°47'12" W (D) 200.00' (D) 200.04' (M)
N 29°47'12" W (D) 372.00' (D) 372.06' (M)
N 30°01'45" W (M) 120.00'(D) 120.00'(M)
S 60°12'48" W (D) S 60°43'27" W (M) 200.00' (D) 199.94'(M)
S 60°12'48" W (D) S 60°40'58" W (M) 200.00' (D) 199.90'(M)
S 60°12'48" W (D) S 59°43'58" W (M) 200.00' (D) 199.90'(M)
S 60°12'48" W (D) S 59°43'58" W (M) SOUTH 1/2 OF LOT 106 200.00' (D) 199.22' (M)
N 29°47'12" W (D) 200.00' (D) 200.04' (M)
N 29°47'12" W (D) 200.00' (D) 200.04' (M)
N 29°47'12" W (D) 200.00' (D) 200.04

Document prepared by:
A. Joseph Posey, Jr., Esq.
Storch Law Firm
420 South Nova Road
Daytona Beach, FL 32114

Return recorded document to:
City of New Smyrna Beach Records Clerk
210 Sams Avenue
New Smyrna Beach, FL 32168

NEW SMYRNA BEACH MEDICAL COMPLEX AND WELLNESS CENTER PLANNED UNIT DEVELOPMENT
MASTER DEVELOPMENT AGREEMENT

The CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation located in Volusia County, Florida ("City"), and FORT Investment Group LLC, a Florida limited liability company, the record title property owner (“Owner” or “Developer”), hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

1. PROPERTY DESCRIPTION AND OWNERSHIP.

A. The property subject to this Agreement consists of approximately 3.3 acres of real property ("Property") and is described in Exhibit "A", attached hereto and by reference made a part hereof.

B. The Property is under the sole ownership of FORT Investment Group LLC, a Florida limited liability company.

C. The Property was subject to that certain Mater Development Agreement Coronado Office Park Planned Unit Development, approved by the City and recorded at Book 6465, Page 3164, Public Records of Volusia County, Florida (the “Original Coronado Office Park MDA”). However, Original Coronado Office Park MDA has lapsed in accordance with its terms; therefore, Development of the Property will be solely governed by the provisions of this Agreement.

2. EXHIBITS.

The Exhibits listed below are by reference made a part hereof, and copies or reduced size copies are attached hereto. Full-sized copies of the Exhibits shall be retained by the City Clerk and shall be controlling in case of any ambiguity in the Exhibits. In the event of a conflict between the graphic illustrations of any Exhibit and the textual provisions of this Agreement, the textual provisions shall control.

Exhibit A: Property legal description and survey.

Exhibit B: Conceptual Development Plan, rev. date June 5, 2024, prepared by Mark Dowst & Associates, Inc.

Exhibit C: Architectural Elevations, rev. date May 3, 2024, prepared by BPF Design Incorporated.

Exhibit D: Landscape Plan, rev. date June 5, 2024, prepared by The Stern Design Group, P.A.,

Exhibit E: Sign Plan.

3. DEVELOPMENT PLAN.

A. Developer has designated the Property as "**New Smyrna Beach Medical Complex and Wellness Center** ".

B. The Property will be developed as a Planned Unit Development (PUD) pursuant to the City's Land Development Regulations (LDRs). Development shall be controlled by the LDRs and the terms and provisions of this Agreement. In the event of a conflict between this Agreement and the LDRs or other ordinances, this Agreement shall control. If this Agreement fails to address a particular subject or requirement, the applicable requirements of the LDRs or other City ordinance in effect at the time of development shall control.

C. Development of the Property shall be consistent with Exhibit B (Conceptual Development Plan). Exhibit B generally depicts the planned layout of buildings, parking areas, driveways, common areas, and other planned features or improvements to the Property.

D. SITE DEVELOPMENT CRITERIA. The following development criteria shall apply to the Property:

(1) Minimum lot size: 3.3 acres

(2) Maximum building height: 35 feet (2 stories)

(3) Maximum individual building footprint: 11,000 sq. ft.

(4) Minimum building separation: N/A

(5) Setbacks: side 25 ft.; front (Wild Orange Drive) 25 ft.; front (SR 44) 75 ft.; rear 25 ft.

(6) FAR: 0.25

(7) Maximum density: N/A

(8) Maximum building coverage: 15%

(9) Minimum open space: 50%

(10) Maximum impervious surface area; 40%

(11) Natural vegetation: 30% of open space, which shall be made up of existing trees or additional vegetation to create a sense of dense growth

(12) Off-street parking: 80 spaces

(13) Minimum off-street parking stall dimensions: 9 ft. x 20 ft.

(14) Off-street parking area minimum interior landscaping: 30%

(15) Minimum interior landscaping: as provided for in City LDR

(16) Landscape buffers: side 25 ft.; front (Wild Orange Drive) 25 ft.; front (SR 44) 50 ft.; rear 25 ft.

(17) Wetland buffer: 25 feet

(18) All development shall comply with the Corridor Overlay Zone requirements of the City LDR.

4. CONFORMANCE WITH COMPREHENSIVE PLAN; CONCURRENCY; PERMITS.

A. The City has determined that the Property is suitable in size, location, and character for the uses proposed, and that the uses proposed are consistent with the City's comprehensive plan.

B. Developer shall be responsible for obtaining all development permits required by the LDRs and applicable federal and state laws. Developer specifically acknowledges that approval of this Agreement does not constitute a Concurrency Certificate as required by the LDRs, and that Developer will be required to separately obtain a Concurrency Certificate or, where applicable, to enter into proportionate fair share agreement. Approval of this agreement and exhibits is not a permit to begin clearing, to begin site work, or to begin construction without necessary permits.

C. The City agrees to issue the required permits for development of the Property in the manner set forth in this Agreement and the LDRs.

D. The Conceptual Development Plan shows the 2 different future land use designations on the Property. Most of the Property is designated SR 44 Commercial PUD and approximately 175 ft. of the southerly portion of the Property is designed Low Density Residential. In order to protect adjacent residential neighborhoods from adverse impacts of unbridled commercial development, no buildings shall be located within the area designed Low Density Residential.

5. PERMITTED USES.

The following uses are permitted within the Property, subject to compliance with the standards set forth in the LDRs for such uses, except to the extent specifically provided otherwise herein:

Exercise and health spas
Medical and dental clinics
Medical and dental offices
Outpatient care

All accessory uses/structures generally permitted by the LDC in association with the permitted principal uses identified above

Normal business hours for businesses operating within the Property shall be restricted to Monday through Friday from 8:00 A.M. to 5:00 P.M.

6. INFRASTRUCTURE.

A. Stormwater retention and drainage facilities. An on-site stormwater retention facility will be constructed in conjunction with the development. The stormwater retention facility will be maintained at a level consistent with the standards of the St. Johns River Water Management District, and the design shall comply with the enhanced stormwater standards of the City LDR. The Developer agrees to investigate incorporating additional stormwater retention areas, including the use of dry storage areas within the SR 44 frontage buffer, as part of the on-site stormwater retention facility design for the project. Any additional stormwater retention areas added to the project shall be in excess of the City LDR requirements and not be used as an alternative stormwater management design. As a condition of issuance of a certificate of occupancy, the on-site stormwater retention facility for the project shall be placed in an easement, with the City named as a party, to ensure perpetual repair and maintenance. Collection and transmission facilities shall be located pursuant to the approved site plan, or site plans approved for individual lots or structures. The Developer, along with its successors and assigns, agrees to adhere to the standards adopted by Ordinance 06-25, incorporated herein, notwithstanding any legislation adopted by the Florida Legislature declaring such an ordinance void ab initio. Further, should development occur on or after January 1, 2028, and the City has adopted stronger stormwater standards than those adopted by Ordinance 06-25, all such development will adhere to those enhanced standards.

B. Utilities and utility easements. All utilities will be installed underground and constructed to Utility Commission standards.

C. Access easements and right-of-way. Access easements and right-of-way will be as depicted on the Conceptual Development Plan.

D. A transportation impact analysis shall be submitted as part of the development site plan application.

7. PROPERTY OWNERS' ASSOCIATION AND COMMON AREA MAINTENANCE.

There will be no common areas in the development.

8. ARCHITECTURAL AND DESIGN STANDARDS.

A. All buildings and accessory structures constructed within the Property shall be developed in compliance with the requirements of this section, Article XII, Architectural Design Standards of the City LDR, and with the applicable provisions of the LDRs relating to architectural standards where they do not conflict with the provisions of this section.

B. All of the following requirements shall be met within the Property:

(1) All buildings and accessory structures shall be consistent with a common architectural theme. The theme shall be established by harmoniously coordinating the general appearance of all buildings and accessory structures, including but not limited to: exterior wall finishes or materials; roof styles, slopes, and materials; colors; and architectural details and ornamentation.

(2) All structures shall complement one another and shall convey a sense of quality and permanence. Lower grade materials, such as unfinished concrete and pre-fabricated metal, shall be prohibited.

(3) Corporate prototype design and materials shall be permitted provided they comply with the provisions of this section.

(4) False or real windows shall be provided on all elevations visible from public right of way in sufficient size and number to complement the proportions of the building.

(5) All buildings and accessory structures shall generally be consistent with the Exhibit C (Architectural Elevations).

(6) Through the LDR site plan review process, the City reserves the right to review the proposed construction of all buildings and structures, to recommend the substitution or inclusion of colors, materials, architectural details, and ornamentation, and to require or prohibit the use of the same to ensure compliance with the requirements of this section.

(7) No outside display or storage shall be permitted.

(8) No vending machines shall be permitted on outside walkways or other outdoor pedestrian areas.

(9) The physical appearance of all parking lot lighting fixtures shall be consistent.

(10) A photometric analysis to ensure that no lighting on the Property will illuminate surrounding property shall be required as part of site plan review and approval.

9. ENVIRONMENTAL CONSIDERATIONS.

Development of the Property shall comply with the LDR tree preservation requirements. 30% of the open space required for the development shall include non-exotic natural vegetation and existing trees to create a sense of dense growth.

Developer shall comply with all rules, statutes, and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises.

Developer shall comply with all rules, statutes, and regulations pertaining to wetlands preservation and mitigation. An easement to the benefit of the City shall be provided over the wetlands and drainage ditch located on the southerly portion of the Property, as depicted on the Conceptual Development Plan, for conservation of the wetlands and to allow maintenance of the existing drainage ditch. The Developer or the then Owner of the Property, as the case maybe, shall be responsible for the removal of all invasive plant species on the Property, and shall ensure the ongoing removal of same in perpetuity.

Burning shall not be used to clear land. After clearing, appropriate measures shall be taken by the Developer to retain prevent excessive dust or windblown sand from impacting neighboring properties, and to retain such onsite.

10. SIGNAGE.

The PUD shall have a uniform sign program, as follows: one (1) monument sign up to a height of 10-feet, a maximum 3-foot base and a maximum 49-square foot copy area, consistent with Exhibit E, Sign Plan; wall signage shall be permitted as outlined in Section 604.12 of the City LDR.

11. EFFECTIVE DATE; COMPLETION SCHEDULE.

A. This Agreement shall be effective upon execution by all parties. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the course of its actions as zoning authority.

B. Application shall be submitted for initial construction permits for the development, , within 24-months of the approval of this Agreement by the City Commission. The filing of an appeal of the land development order by any person shall toll the time for permitting until final resolution of the appeal.

C. Construction of all site work and the building shell shall be substantially complete within 5 years of the approval of this Agreement.

D. One 12-month extension of the scheduled initial permit application or construction completion dates may be permitted as a minor modification to this Agreement.

E. Failure to comply with the schedule set out above shall cause the development rights granted pursuant to this Agreement to lapse.

12. MINOR MODIFICATIONS.

A. The following may be administratively authorized as minor modifications to this Agreement:

(1) Amendments to an Exhibit that are necessary for compliance with the provisions of this Agreement, the LDRs, or extra-jurisdictional permitting requirements, and address technical considerations that could not reasonably be anticipated during the Planned Unit Development approval process;

(2) Have no material effect on the character of the approved PUD district, the basic concept and terms of the PUD Master Development Agreement. These may include, but are not limited to, the following:

a) Structural alterations that do not significantly affect the basic size, form, style, and appearance of principal structures;

b) Minor changes in the location and configuration of streets and driveways that do not adversely affect vehicular access and circulation on or off the site;

c) Minor changes in the location or configuration of buildings, parking areas, landscaping, or other site features;

d) Minor changes in the location and configuration of public infrastructure facilities that do not have a significant impact on the City's utility and stormwater management systems;

e) Increases of five percent or less in the total number of parking spaces.

(3) Modifications of up to 20% to any of the lot dimensional requirements and associated Exhibit revisions, where such modifications are necessary to address minor Exhibit errors or unanticipated conditions that reasonably need to be addressed to ensure the development plan can be implemented, EXCEPT:

a) Modifications, such as to floor area ratios, that increase intensity or density of the entire project or any phase by more than 2%;

b) Modifications that increase building height or decrease setbacks, yards, or landscaping along the perimeter of the Property by more than 10%;

c) Modifications that, when combined with previously approved minor and substantial modifications, would result in a cumulative change of more than 20% of the original requirement for the area in question; and

d) Modifications that would unduly impact public utilities.

B. Requests for minor modifications shall be submitted in writing on forms provided by the City. Requests shall be reviewed pursuant to the general technical review process described in the LDRs.

C. Denial of a requested minor modification shall be issued in writing to the applicant. Upon denial, or if more than 60 days elapses after the submittal of a completed application without a decision by the City, the applicant may apply for an amendment to the Agreement.

D. Approved modifications shall be noted on the official plan documents.

13. AMENDMENTS.

A. Any revision to this Agreement other than a minor modification as described above shall require an amendment approved by the City Commission after review and recommendation by the Planning and Zoning Board. Requests for an amendment must be submitted in writing and, except as otherwise provided herein, shall be processed in accordance with the LDRs. Notice of public hearings shall be provided as if the application is one to rezone property.

14. VARIANCES.

This Agreement shall not be deemed to prohibit any owner of property within the planned development from seeking or obtaining one or more variances from the requirements of this Agreement pursuant to the LDRs. In addition to those entitled to notice pursuant to the LDRs, notice of any public hearing to consider a proposed variance shall be provided to the property owners association/s representing all property owners within the planned development. No such variance shall be deemed to require formal amendment to this Agreement.

15. MAINTENANCE OF DEVELOPMENT STANDARDS.

All development within the Property, whether privately owned or common area, shall continue to be bound by the standards set forth in this Agreement and any approved modifications or amendments, and applicable LDRs, and shall be maintained in compliance with the requirements. This requirement shall be subject to enforcement by the Code Enforcement Board or Special Magistrate, with all remedies as provided in ch. 162, Florida Statutes.

16. POLICE POWER AND SOVEREIGN IMMUNITY NOT WAIVED.

Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules, and regulations. Further, nothing contained in this Agreement shall be construed as a waiver of or attempted waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.

17. COMPLETE AGREEMENT; AGREEMENT TO BE RECORDED.

A. This Agreement represents the complete understanding by and between the parties with respect to the development and use of the Property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement.

B. This Agreement shall be recorded in the Public Records of Volusia County, Florida, at Developer's expense. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property.

18. VENUE AND SEVERABILITY.

A. In the event of any claim, action, litigation, or proceeding under this Agreement, venue shall be in Volusia County, Florida.

B. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

[Signature pages following]

Signed, sealed and delivered in the presence of:

THE CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation

_____
Witness 1

By: _____
Fred Cleveland, Mayor

_____
Print Name of Witness 1

Attest:

_____
Witness 2

By: _____
Sharon Taylor-Harding, City Clerk

_____
Print Name of Witness 2

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of [_] physical presence or [_] online notarization, this _____ day of _____, 201_ by Fred Cleveland and Sharon Taylor-Harding , Mayor and City Clerk, respectively, of The City of New Smyrna Beach, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

_____
Notary Public
Commission No: _____

Signed, sealed and delivered in the presence of:

FORT Investment Group LLC, a Florida limited liability company

Witness 1

By: _____
Name: Ellis Fort
Title: Manager

Print Name of Witness 1

Witness 2

Date: _____

[Corporate Seal]

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of [_] physical presence or [_] online notarization, this _____ day of _____, 201_, by Ellis Fortas Manager of FORT Investment Group LLC, referred to in this agreement as "Owner" and "Developer". He is [_] personally known to me or [_] has produced as identification and did not take an oath.

_____
Notary Public
Commission No. _____

Approved as to legal form:

By: _____
Carrie Avallone, City Attorney

[Exhibit pages attached:]

EXHIBIT A

Legal Description of the Property

EXHIBIT B

Conceptual Development Plan

EXHIBIT C

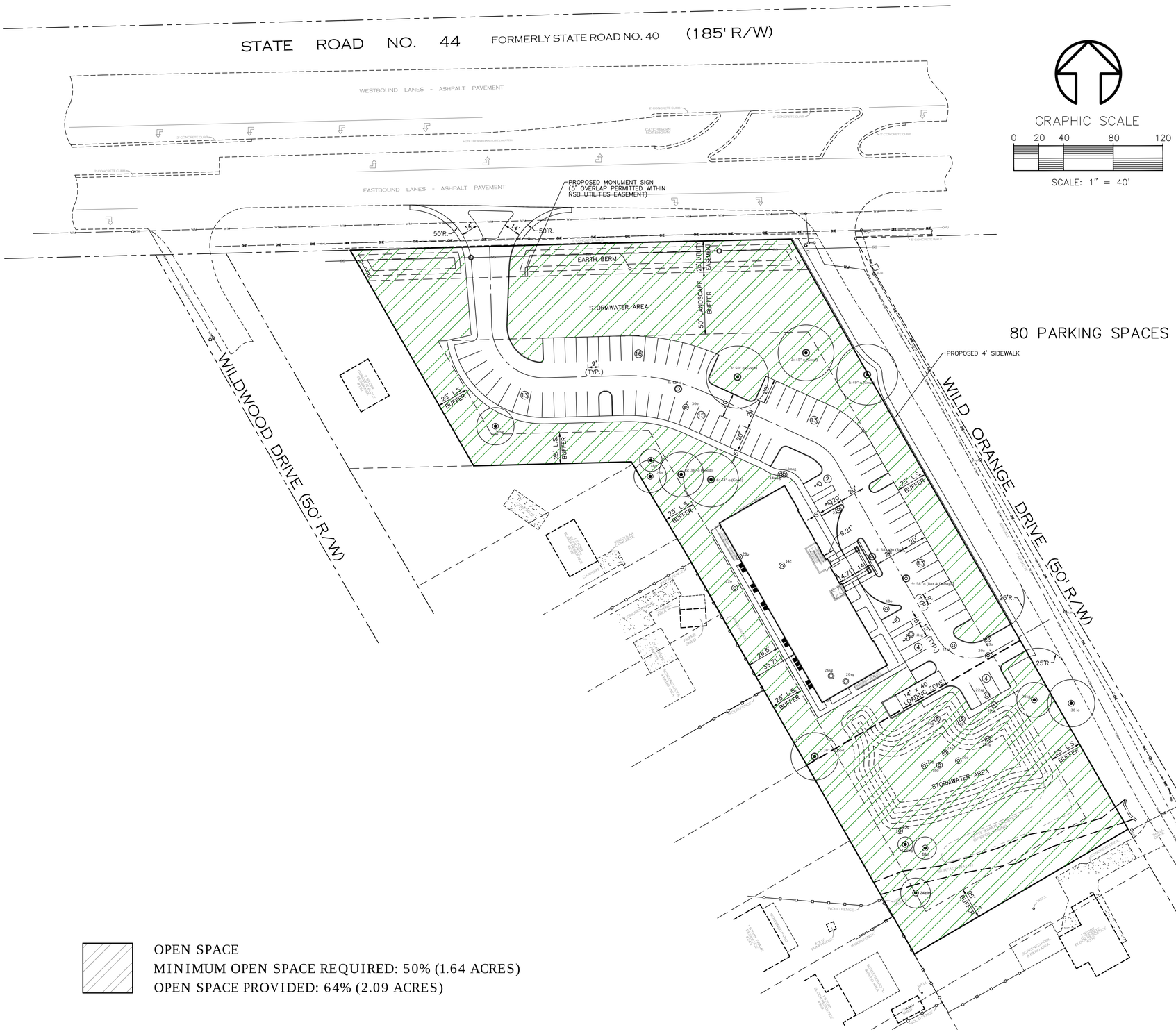
Architectural Elevations

EXHIBIT D

Landscape Plan

EXHIBIT E

Sign Plan



OPEN SPACE
MINIMUM OPEN SPACE REQUIRED: 50% (1.64 ACRES)
OPEN SPACE PROVIDED: 64% (2.09 ACRES)

SITE DATA

EXISTING FUTURE LAND USE: SR44 PUD, LDR
PROPOSED FUTURE LAND USE: SR44 PUD, LDR
EXISTING ZONING: PUD
PROPOSED ZONING: PUD
PROPOSED USE: COMMERCIAL
TOTAL PROJECT AREA: 3.27 ACRES

MINIMUM LOT AREA: 87,120 SF (2 ACRES)
MINIMUM LOT WIDTH: 300 FT
MAX. IMPERVIOUS SURFACE AREA: 40%
GROSS BUILDING FLOOR AREA: 20,000 SF (2 FLOORS)

MINIMUM LANDSCAPE BUFFERS:
FRONT(SR44): 50'
FRONT(WILD ORANGE DRIVE): 25'
REAR (WEST AND SOUTH): 25'

OPEN SPACE REQUIRED: 50% (1.64 ACRES)
OPEN SPACE AREA PROVIDED: 64% (2.09 ACRES)

NATURAL VEGETATION PRESERVATION REQUIRED: 30% (0.98 ACRES)
NATURAL VEGETATION PRESERVATION PROVIDED: 34% (1.10 ACRES)

REQUIRED PARKING: GFA X (4 SPACES / 1,000 SF GFA) = 80 SPACES
PROVIDED PARKING: 80 SPACES

GENERAL NOTES

1. BUILDING SIZE PAD, PARKING DIMENSIONS, AND LOCATIONS ARE CONCEPTUAL; ACTUAL LOCATIONS, SIZES, AND DIMENSIONS WILL BE DETERMINED WITH FINAL SITE PLAN.
2. EXISTING VEGETATION CONSISTS OF WOODS AND AN ISOLATED WETLAND.
3. THERE ARE CURRENTLY NO KNOWN ENDANGERED SPECIES OR SPECIES WITH SPECIAL CONCERN INHABITING THE SITE.
4. TOPOGRAPHY: ELEVATIONS VARY THROUGHOUT THE SITE WITH OF EL. 7.5' NAVD 88 AT THE NORTH PROPERTY LINE TO EL. 2.5' NAVD 88 AT THE SOUTH PROPERTY LINE.
5. SCS SOIL TYPES:
   20 EAUGALLIE FINE SAND – HYDROLOGIC GROUP A/D
   55 RIVIERIA FINE SAND – HYDROLOGIC GROUP A/D
6. PARCEL FALLS IN FLOOD ZONE X (AREAS DETERMINED TO BE OUTSIDE 100YR FLOOD PLAIN) AS DETERMINED FROM FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 12127C0540 J, EFFECTIVE DATE SEPTEMBER 29, 2017.

NO.	DATE	APPR.	REVISION
2	6-19-25	MSD	REVISED PER PLANNING AND ZONING BOARD COMMENTS
1	06-05-24	MSD	REVISED PER UPDATED TREE SURVEY AND BUILDING FOOTPRINT

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
1" = 40'	MSD	JAY	MSD	02-24-22

BY

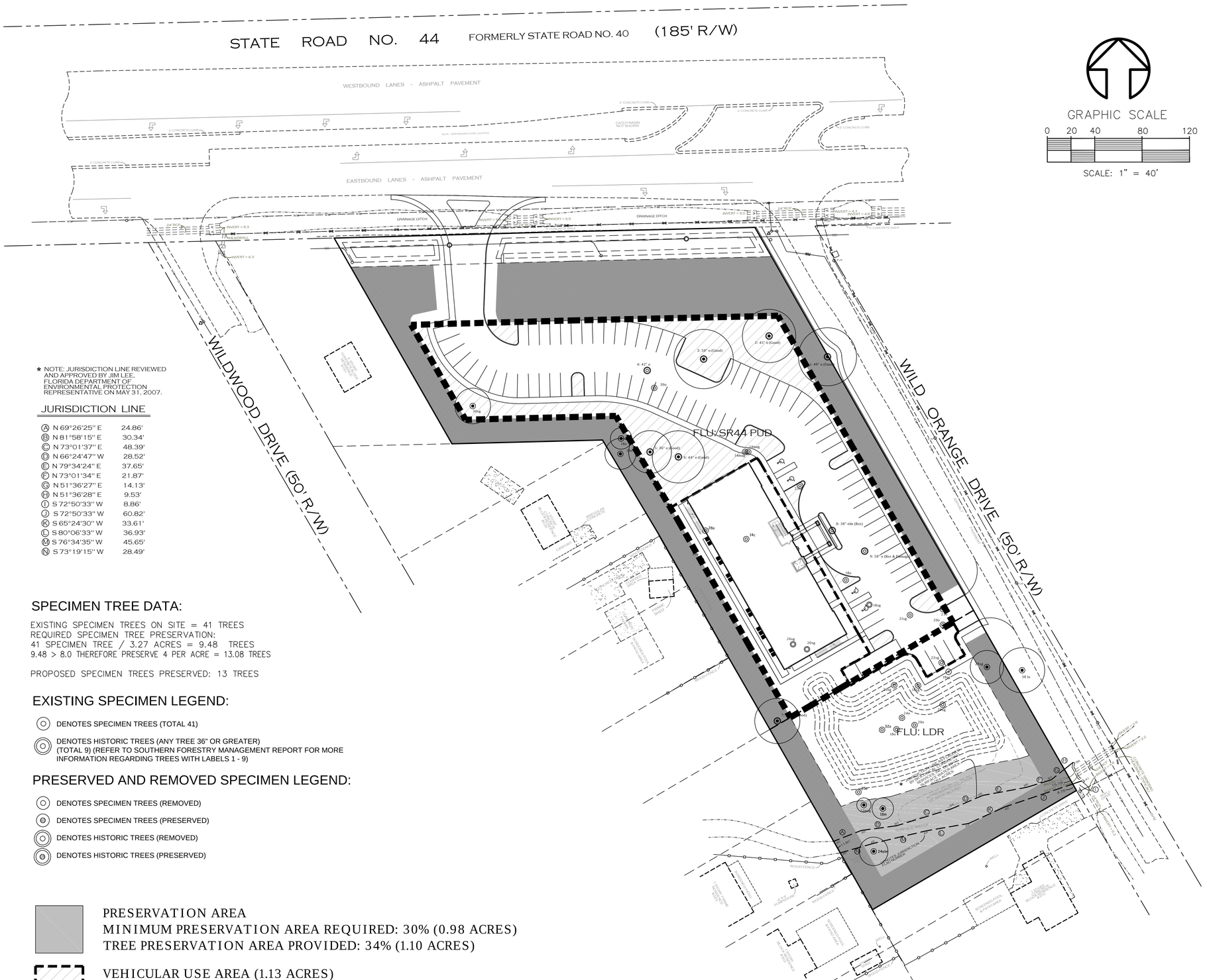
CONCEPT PLAN

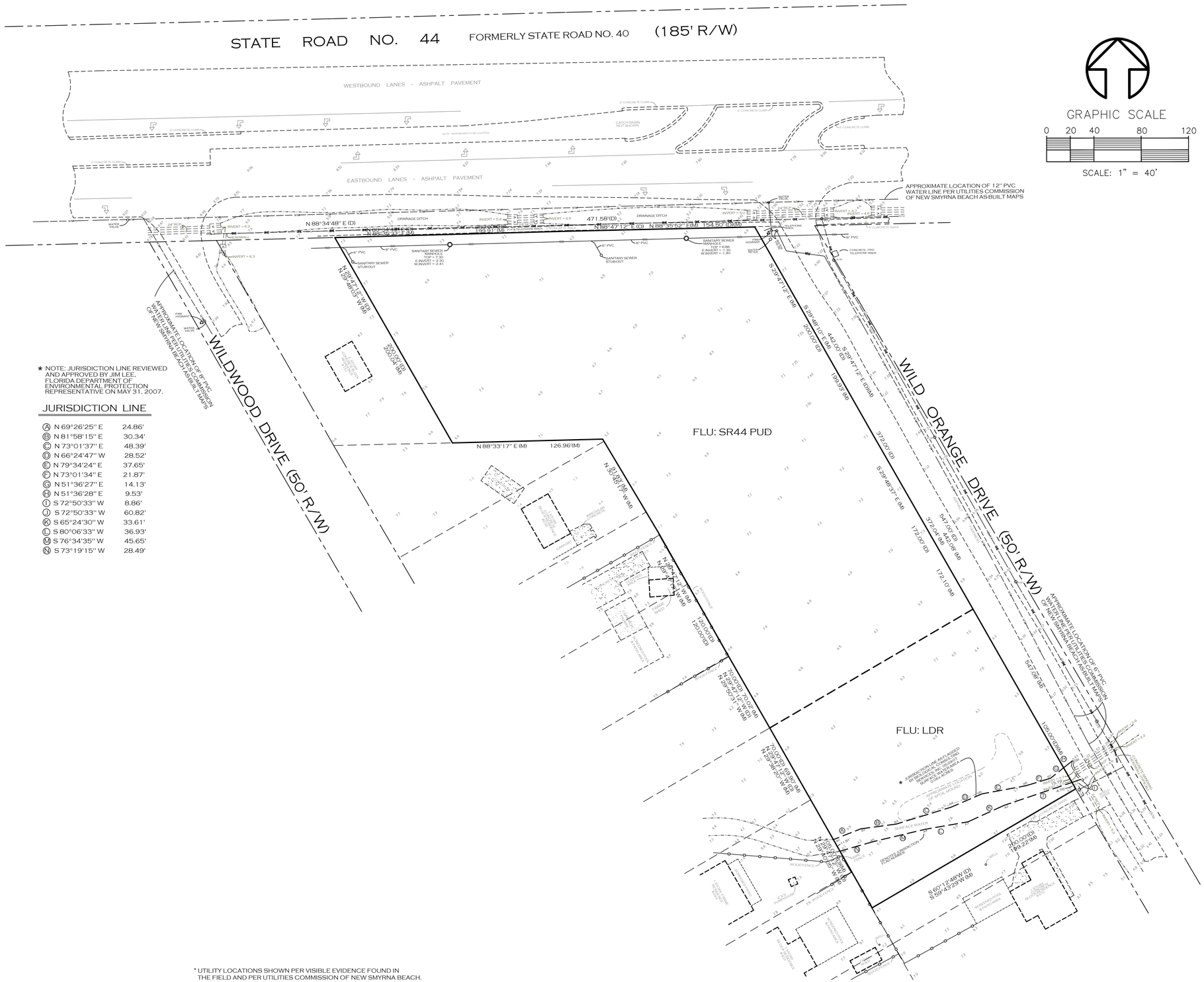
N.S.B. WELLNESS CENTER

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1515 | B1

1515-PUD5


STATE ROAD NO. 44
FORMERLY STATE ROAD NO. 40
(185' R/W)
WESTBOUND LANES - ASHPALT PAVEMENT
EASTBOUND LANES - ASHPALT PAVEMENT
2' CONCRETE CURB
CATCH BASIN NOT SHOWN
DRAINAGE DITCH
INVERT = 6.3
INVERT = 5.5
INVERT = 4.2
INVERT = 4.5
WILDWOOD DRIVE (50' R/W)
WILD ORANGE DRIVE (50' R/W)
FLU: SR44 PUD
FLU: LDR
PROPOSED 2-STORY MEDICAL OFFICE BUILDING
PROPOSED 1-STORY MEDICAL OFFICE BUILDING
PROPOSED 1-STORY MEDICAL OFFICE BUILDING
PROPOSED 1



GRAPHIC SCALE

0 20 40 80 120

SCALE: 1" = 40'

* NOTE: JURISDICTION LINE REVIEWED AND APPROVED BY JIM LEE, FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REPRESENTATIVE ON MAY 31, 2007.

JURISDICTION LINE

Ⓐ	N 69°26'25" E	24.86'
Ⓑ	N 81°58'15" E	30.34'
Ⓒ	N 73°01'37" E	48.39'
Ⓓ	N 66°24'47" W	28.52'
Ⓔ	N 79°34'24" E	37.65'
Ⓕ	N 73°01'34" E	21.87'
Ⓖ	N 51°36'27" E	14.13'
Ⓗ	N 51°36'28" E	9.53'
Ⓘ	S 72°50'33" W	8.86'
Ⓙ	S 72°50'33" W	60.82'
Ⓚ	S 65°24'30" W	33.61'
Ⓛ	S 80°06'33" W	36.93'
Ⓜ	S 76°34'35" W	45.65'
Ⓝ	S 73°19'15" W	28.49'

* UTILITY LOCATIONS SHOWN PER VISIBLE EVIDENCE FOUND IN THE FIELD AND PER UTILITIES COMMISSION OF NEW SMYRNA BEACH. CLIENT AND / OR CONTRACTOR MUST VERIFY LOCATIONS WITH THE APPROPRIATE UTILITY PROVIDER PRIOR TO CONSTRUCTION.

NO.	DATE	APPR.	REVISION
1	08-05-24	MSD	REVISED PER UPDATED TREE SURVEY AND BUILDING FOOTPRINT

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
1" = 40'	MSD	JAY	MSD	02-24-22
		BY		DATE

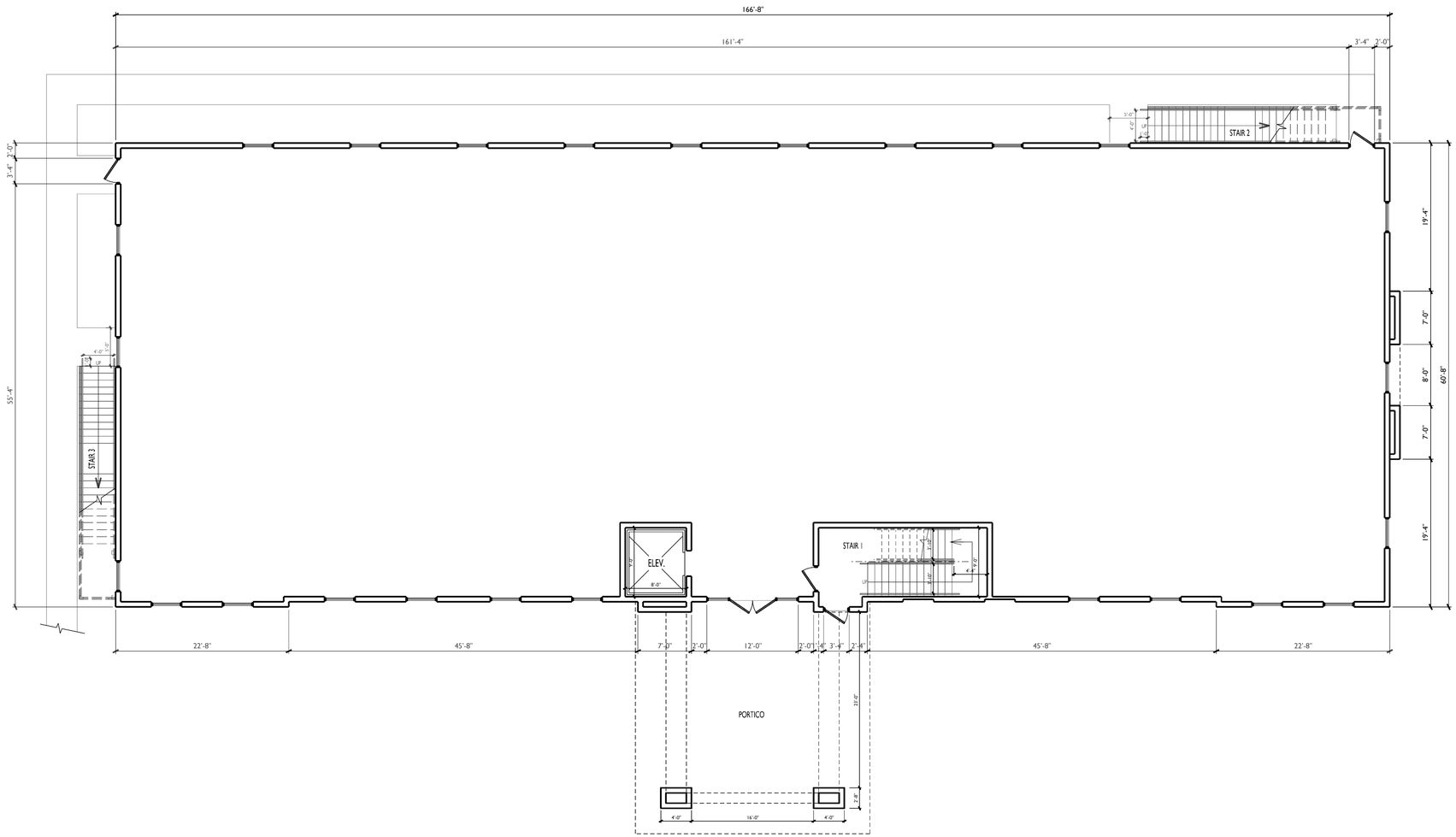
EXISTING SITE CONDITIONS

N.S.B. WELLNESS CENTER

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1515 | B1

1515-PUD5



PLUMBING FIXTURE SCHEDULE - ALL FLOORS	
FIXTURE	QTY.
WATER CLOSET	
LAVATORY	
SHOWER	
DRINKING FOUNTAIN	
2-COMP. SINK	
WASHER	
WATER HEATER	
SERVICE SINK	
HAND SINK	

WALL LEGEND

INT. 3⅝ 25 G. METAL FRAME WALL W/ 5/8" GYP. ON EACH SIDE

EXT. CMU BLOCK WALL

AREA CALC.

FLOOR 1 (A/C):	10,000 SF GROSS
FLOOR 2 (A/C):	10,000 SF GROSS
COVERED PORTICO:	600 SF GROSS
TOTAL UNDER ROOF (A/C):	20,600 SF GROSS

A PROPOSED FIRST FLOOR PLAN
A3

SCALE: 1/8"=1'-0"

GENERAL NOTES:

ALL GENERAL & SUB-CONTRACTORS TO FIELD VERIFY ALL DIMENSIONS, ELECTRICAL, WATER, SEWER AND GAS SERVICE LOCATIONS.
ALL WORK MUST COMPLY WITH THE 2023 8TH EDITION (EXPOSURE "C") OF THE FLORIDA BUILDING CODE SECT. 1609/ 137 MPH WIND LOAD AND THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION
ALL DOOR & WINDOW OPENINGS TO MEET OR EXCEED DESIGN PRESSURE RANGE AS SPECIFIED ON SHEET TBL
WIND IMPORTANCE FACTOR IS "1.0" AND THE BUILDING CATEGORY IS "ENCLOSED"
INTERNAL PRESSURE COEFFICIENT IS .18 IN ACCORDANCE WITH ASCE 7-22

© COPYRIGHT 2024 BPF DESIGN INCORPORATED

REVISIONS

DR. FORT MEDICAL OFFICE BUILDING

OWNER: ELLIS FORT, PRESIDENT, FORT INVESTMENT GROUP, 502 PALMETTO STREET, FL 32168
PROJECT LOCATION: STATE ROAD 44, NEW SMYRNA BEACH, FL
GENERAL CONTRACTOR: TO BE DETERMINED

BPF
DESIGN INCORPORATED
ARCHITECTURE, DESIGN, & DRAWING SERVICES
BRIAN P. FREDLEY, ASSOC. AIA, PROJECT MANAGER
DALLAS B. PEACOCK, AIA, ARCHITECT
AR 0009706
207 FAIRVIEW AVENUE, DAYTONA BEACH, FL 32114
PH: (386) 257-0502 FX: (386) 257-1050
E-MAIL: bpfdesign@cfl.rr.com WEBSITE: bpfdesign.net

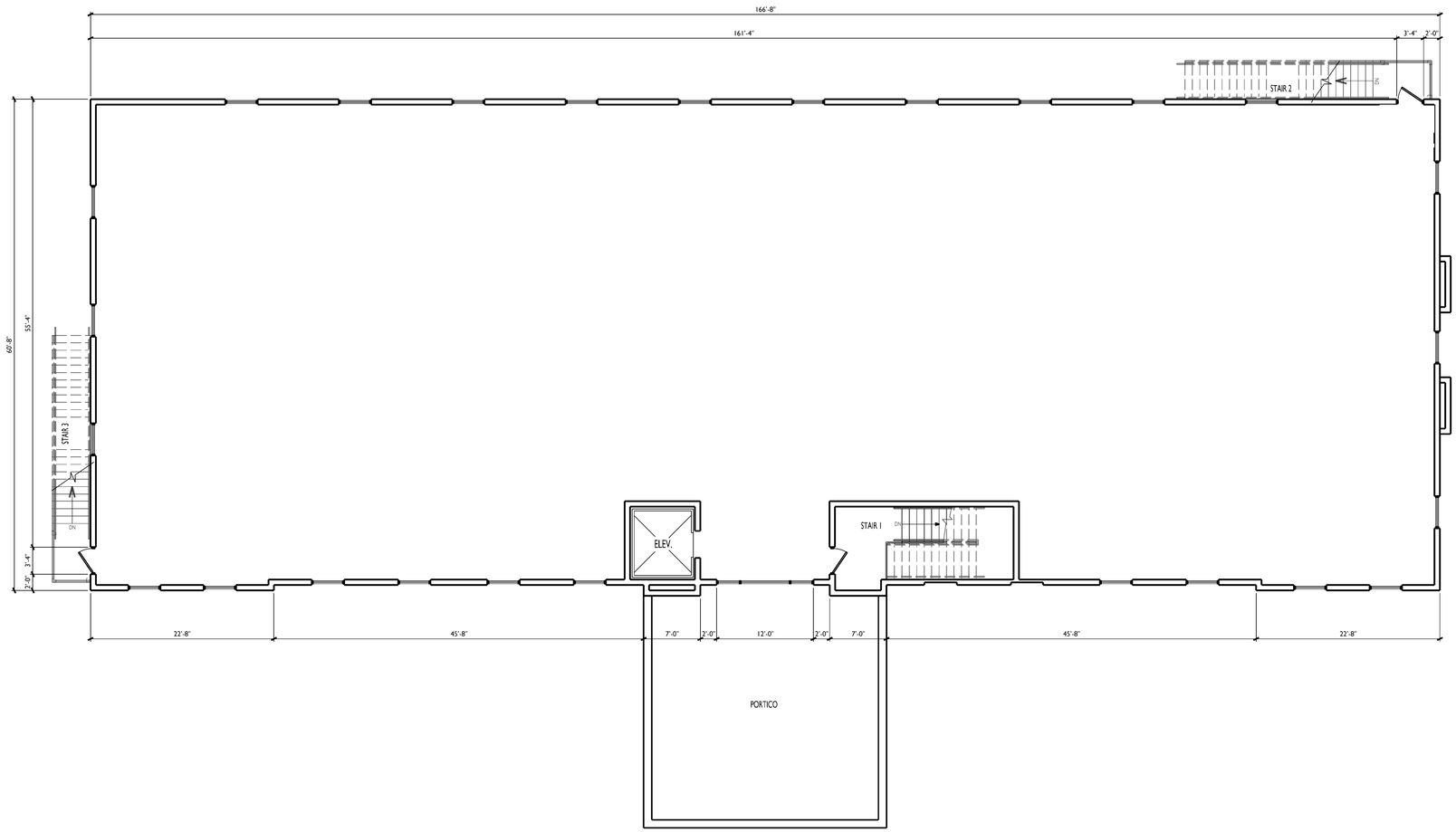
PROPOSED FIRST FLOOR PLAN

DATE: MAY 3, 2024
SCALE: 1/8"=1'-0"
SHT NO. A3

0 2' 6' 14' 20'

ARCHITECT'S / ENGINEER'S SEAL

1452



WALL LEGEND	
	INT. 3⅝ 25 G. METAL FRAME WALL W/ 5/8" GYP. ON EACH SIDE
	EXT. CMU BLOCK WALL

AREA CALC.	
FLOOR 1 (A/C):	10,000 SF GROSS
FLOOR 2 (A/C):	10,000 SF GROSS
COVERED PORTICO:	600 SF GROSS
TOTAL UNDER ROOF (A/C):	20,600 SF GROSS

A/A4 PROPOSED SECOND FLOOR PLAN

SCALE: 1/8"=1'-0"

GENERAL NOTES:

ALL GENERAL & SUB-CONTRACTORS TO FIELD VERIFY ALL DIMENSIONS, ELECTRICAL, WATER, SEWER AND GAS SERVICE LOCATIONS.
ALL WORK MUST COMPLY WITH THE 2023 8TH EDITION (EXPOSURE "C") OF THE FLORIDA BUILDING CODE SECT. 1609/ 137 MPH WIND LOAD AND THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION
ALL DOOR & WINDOW OPENINGS TO MEET OR EXCEED DESIGN PRESSURE RANGE AS SPECIFIED ON SHEET TBL
WIND IMPORTANCE FACTOR IS "1.0" AND THE BUILDING CATEGORY IS "ENCLOSED"
INTERNAL PRESSURE COEFFICIENT IS .18 IN ACCORDANCE WITH ASCE 7-22

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REVISIONS

DR. FORT MEDICAL OFFICE BUILDING

OWNER: ELLIS FORT, PRESIDENT, FORT INVESTMENT GROUP, 502 PALMETTO STREET, FL 32168
PROJECT LOCATION: STATE ROAD 44, NEW SMYRNA BEACH, FL
GENERAL CONTRACTOR: TO BE DETERMINED

BPF
DESIGN INCORPORATED
ARCHITECTURE, DESIGN, & DRAWING SERVICES
BRIAN P. FREDLEY, ASSOC. AIA, PROJECT MANAGER
DALLAS B. PEACOCK, AIA, ARCHITECT
AR 0009706
207 FAIRVIEW AVENUE, DAYTONA BEACH, FL 32114
PH: (386) 257-0502 FX: (386) 257-1050
E-MAIL: bpfdesign@cfl.rr.com WEBSITE: bpfdesign.net

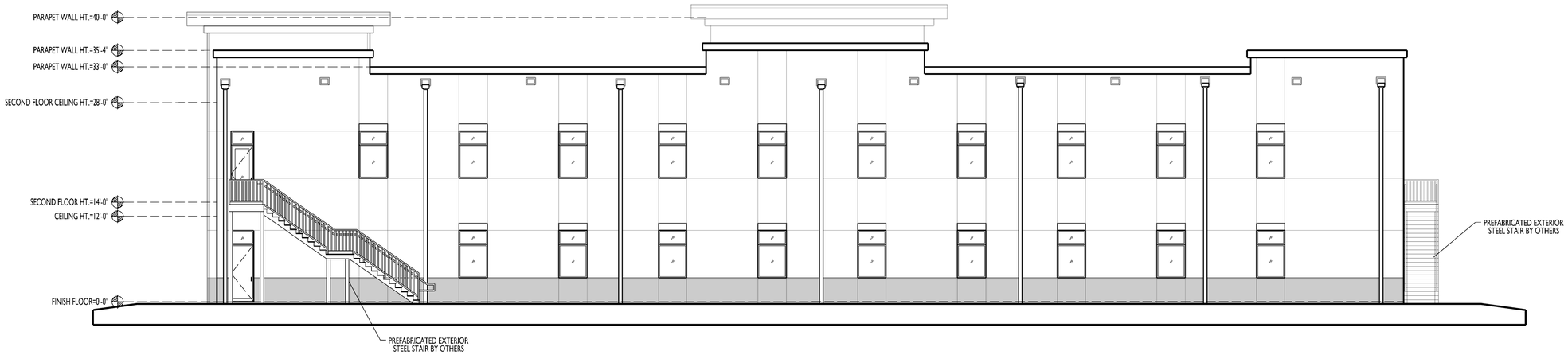
PROPOSED SECOND FLOOR PLAN

DATE: MAY 3, 2024
SCALE: 1/8"=1'-0"
SHT NO. A4

0 2' 6' 14' 20'

ARCHITECT'S / ENGINEER'S SEAL

1453



A/A6 BUILDING ELEVATION
WEST FACADE SCALE: 1/8"=1'-0"



A/A6 BUILDING ELEVATION
EAST FACADE SCALE: 1/8"=1'-0"

GENERAL NOTES:

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INTERNAL PRESSURE COEFFICIENT IS .18 IN ACCORDANCE WITH ASCE 7-22

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PROJECT LOCATION: STATE ROAD 44, NEW SMYRNA BEACH, FL
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PH: (386) 257-0502 FX: (386) 257-1050
E-MAIL: bpfdesign@cfl.rr.com WEBSITE: bpfdesign.net

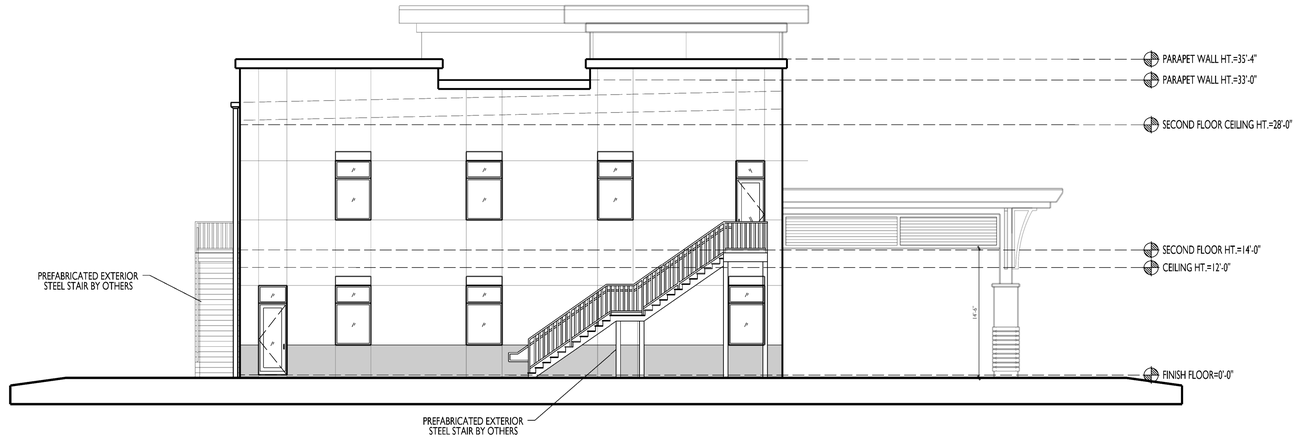
BUILDING ELEVATIONS

DATE: MAY 3, 2024
SCALE: 1/8"=1'-0"
SHT NO. A6

0' 2' 6' 14' 20'

ARCHITECT'S / ENGINEER'S SEAL

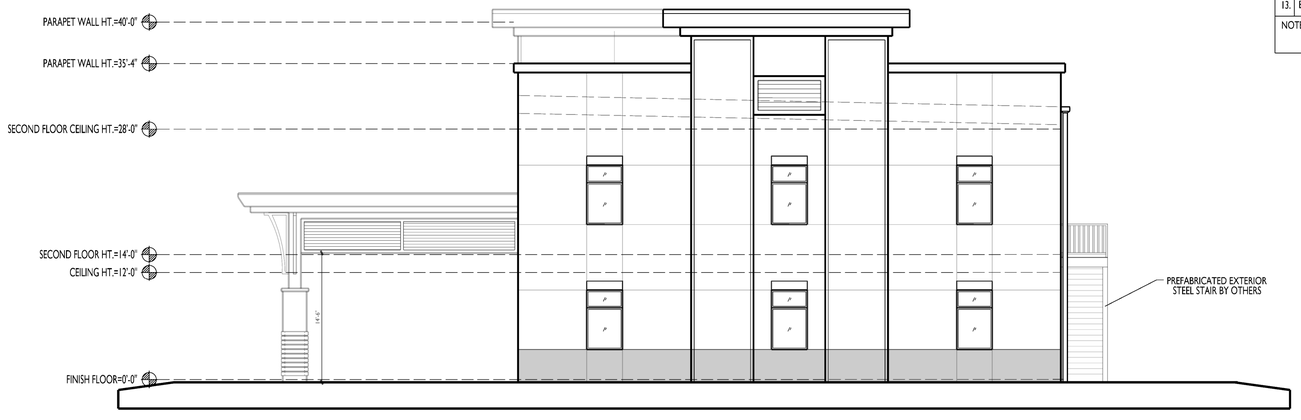
1454



A/A7 BUILDING ELEVATION
SOUTH FACADE SCALE: 1/8"=1'-0"

	BUILDING / MATERIAL COLOR SCHEDULE		
	BUILDING ELEMENT	MATERIAL	SPECIFIED COLOR
1.	MAIN WALLS	CMU BLOCK W/ STUCCO	COLOR WHEEL - SW 6252 ICE CUBE
2.	NOT USED		
3.	ACCENT WALL	CMU BLOCK W/ STUCCO	COLOR WHEEL - SW 7066 GRAY MATTERS
4.	LOWER WALL	CMU BLOCK W/ STUCCO	COLOR WHEEL - SW 7067 CITYSCAPE
5.	PREFAB CORNICE	PVC OR FOAM W/ TEXTURE FINISH	COLOR WHEEL - SW 7005 PURE WHITE
6.	CANTILEVER CANOPY	ALUMINUM	MANUF. WHITE
7.	LOW SLOPE ROOF - 1/4 : 12 PITCH	MTL. / STANDING SEAM METAL	WHITE
8.	DOOR/WINDOW FRAME	ALUM. STOREFRONT/VINYL	MANUF. BLACK
9.	RECESSED STRIPES	CONC. TILTWALL W/ TEXTURE FINISH	MATCH PANEL COLOR
10.	METAL DOWNSPOUTS	ALUMINUM FACTORY	COLOR WHEEL - SW 6252 ICE CUBE
11.	MAN DOORS	MTL. FACTORY	MANUF. WHITE
12.	SIGNAGE *	BY OTHERS	BY OTHERS
13.	EXTERIOR COLUMNS	CMU W/ STUCCO & DECORATIVE PANELS	DARK / MED. BROWN

NOTES: A) SIGNAGE TO MEET REQUIREMENTS OF SEC 6.10 OF DAYTONA BEACH LDC
B) ALL WALL MOUNTED EQUIPMENT TO BE PAINTED TO MATCH WALL



A/A7 BUILDING ELEVATION
NORTH FACADE SCALE: 1/8"=1'-0"

GENERAL NOTES:

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OF THE FLORIDA BUILDING CODE SECT. 1609/ 137 MPH WIND LOAD
AND THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION
ALL DOOR & WINDOW OPENINGS TO MEET OR EXCEED DESIGN PRESSURE RANGE
AS SPECIFIED ON SHEET TBL
WIND IMPORTANCE FACTOR IS "1.0" AND THE BUILDING CATEGORY IS "ENCLOSED"
INTERNAL PRESSURE COEFFICIENT IS .18 IN ACCORDANCE WITH ASCE 7-22

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REVISIONS

DR. FORT MEDICAL OFFICE BUILDING

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E-MAIL: bpfdesign@cfl.rr.com WEBSITE: bpfdesign.net

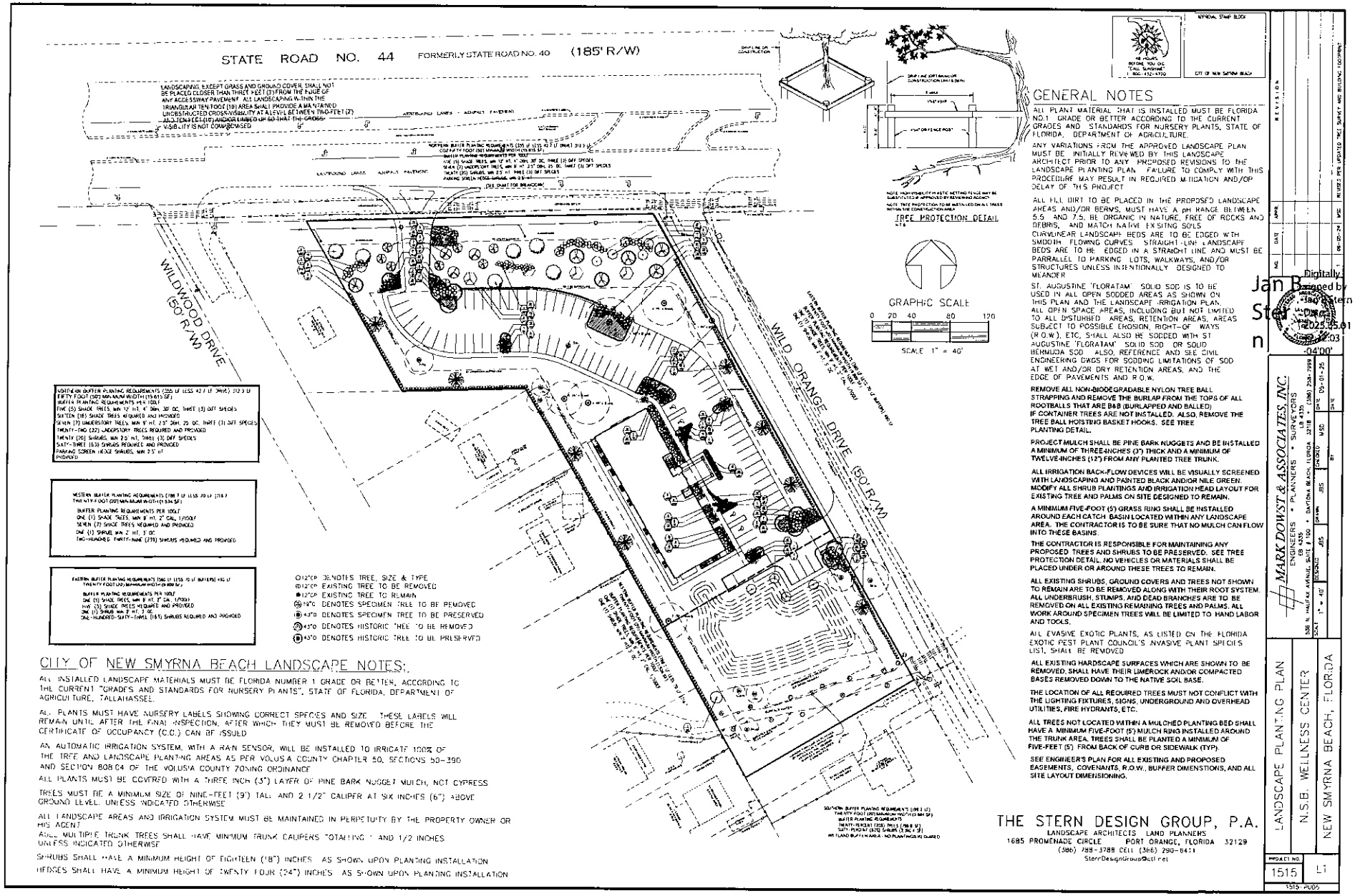
BUILDING ELEVATIONS

DATE: MAY 3, 2024
SCALE: 1/8"=1'-0"
SHT NO. A7

0 2' 6' 14' 20'

ARCHITECT'S / ENGINEER'S SEAL

1455



CITY OF NEW SMYRNA BEACH LANDSCAPE NOTES:

ALL INSTALLED LANDSCAPE MATERIALS MUST BE FLORIDA NUMBER 1 GRADE OR BETTER, ACCORDING TO THE CURRENT "GRADES AND STANDARDS FOR NURSERY PLANTS", STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE, TALLAHASSEE.

ALL PLANTS MUST HAVE NURSERY LABELS SHOWING CORRECT SPECIES AND SIZE. THESE LABELS WILL REMAIN UNTIL AFTER THE FINAL INSPECTION, AFTER WHICH THEY MUST BE REMOVED BEFORE THE CERTIFICATE OF OCCUPANCY (C.O.) CAN BE ISSUED

AN AUTOMATIC IRRIGATION SYSTEM, WITH A RAIN SENSOR, WILL BE INSTALLED TO IRRIGATE 100% OF THE TREE AND LANDSCAPE PLANTING AREAS AS PER VOLUSIA COUNTY CHAPTER 50, SECTIONS 50-390 AND SECTION 808.04 OF THE VOLUSIA COUNTY ZONING ORDINANCE

ALL PLANTS MUST BE COVERED WITH A THREE INCH (3") LAYER OF PINE BARK NUGGET MULCH, NOT CYPRESS

TREES MUST BE A MINIMUM SIZE OF NINE-FEET (9') TALL AND 2 1/2" CALIPER AT SIX INCHES (6") ABOVE GROUND LEVEL, UNLESS INDICATED OTHERWISE

ALL LANDSCAPE AREAS AND IRRIGATION SYSTEM MUST BE MAINTAINED IN PERPETUITY BY THE PROPERTY OWNER OR HIS AGENT

ALL MULTIPLE TRUNK TREES SHALL HAVE MINIMUM TRUNK CALIPERS TOTALLING 1" AND 1/2 INCHES UNLESS INDICATED OTHERWISE

SHRUBS SHALL HAVE A MINIMUM HEIGHT OF EIGHTEEN (18") INCHES AS SHOWN UPON PLANTING INSTALLATION

HEDGES SHALL HAVE A MINIMUM HEIGHT OF TWENTY FOUR (24") INCHES AS SHOWN UPON PLANTING INSTALLATION

Digitally signed by Jan Brasfield Stern
Date: 2025.05.01 12:04:03 -04'00'

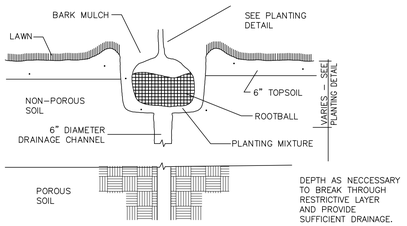
NO.	DATE	REVISION
1	06-05-24	REVISED PER UPDATED TREE SURVEY AND BUILDING FOOTPRINT

MARK DOWST & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE #100 • DAYTONA BEACH, FLORIDA 32118 • (386) 253-7999
DESIGNED JBS DRAWN JBS CHECKED MSD DATE 05-01-25
SCALE 1" = 40' BY

THE STERN DESIGN GROUP, P.A.
LANDSCAPE ARCHITECTS LAND PLANNERS
1685 PROMENADE CIRCLE PORT ORANGE, FLORIDA 32129
(386) 788-3788 CELL (386) 290-8451
SternDesignGroup@Cfl.rr.com

LANDSCAPE PLANTING PLAN
N.S.B. WELLNESS CENTER
NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1515 SHEET L1
1515-PUD5



DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS

PRIOR TO PLANTING PITS SELECTED FOR TESTING SHALL BE TESTED IN THE FOLLOWING MANNER:

A. DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.

B. FILL PLANTING PIT TWELVE INCHES (12") OF WATER. IF THE WATER LEVEL DROPS FOUR INCHES (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND DRAINAGE CHANNEL IS NOT REQUIRED. IF HOWEVER, THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") WITHIN THE FOUR (4) HOUR PERIOD, A DRAINAGE CHANNEL IS REQUIRED.

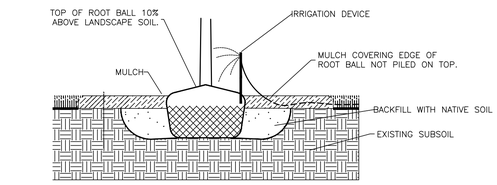
C. WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON-POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL)

D. ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL SHALL BE DISCARDED.

E. WHEN BACKFILLING PLANTING PITS WITH PLANTING MIXTURE, CARE MUST BE TAKEN TO KEEP THE CONSISTENCY OF THE SOIL MIX THE SAME THROUGHOUT THE PLANTING PIT AND DRAINAGE CHANNEL.

DRAINAGE CHANNEL DETAIL

NOT TO SCALE



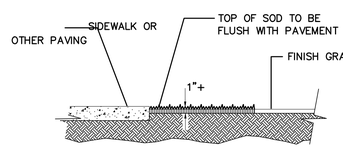
NEVER PLACE ANY SOIL OVER THE ROOT BALL. ROOT BALL SHOULD BE POSITIONED IN THE HOLE SHALLOW ENOUGH SO THE FINISHED GRADE OF THE BACKFILL SOIL DOES NOT REACH THE TOP. IN OTHER WORDS, LEAVE THE TOP FEW INCHES OF THE ROOT BALL SIDES EXPOSED TO THE AIR. MULCH WILL COVER THE REMAINING COUPLE INCHES. THE TOP OF THE ROOT BALL SHOULD BE SEVERAL INCHES HIGHER THAN THE SURROUNDING LANDSCAPE SOIL. BE SURE THAT WHEN YOU ARE FINISHED PLANTING, THERE IS NO SOIL ROOT BALL. SOIL (AS WELL AS THICK MULCH LAYERS MORE THAN 3 INCHES DEEP) OVER THE ROOT BALL CAN PREVENT WATER AND AIR FROM ENTERING THE ROOT BALL. YOU SHOULD BE ABLE TO SEE THE TOP-MOST ROOT ORIGINATING FROM THE TRUNK AT THE SOIL SURFACE OR WITHIN THE TOP INCH OF SOIL IN THE ROOT BALL. THE TRUNK FLARE SHOULD BE VISIBLE.

MULCH SHOULD COVER ONLY THE EDGE OF THE ROOT BALL, SINCE THICK LAYERS OVER THE ROOT BALL CAN KEEP THE TRUNK TOO MOIST OR TOO DRY AND CAN CAUSE OTHER PROBLEMS. LOCATE THE IRRIGATION DEVICE SO IT DELIVERS WATER DIRECTLY TO THE ROOT BALL. THERE IS USUALLY NO NEED TO WATER AREAS OUTSIDE THE ROOT BALL. NO AMENDMENTS OF ANY KIND ARE NECESSARY IN THE BACKFILL SOIL, BECAUSE EXTENSIVE RESEARCH CLEARLY SHOWS THAT THEY TYPICALLY DO NOT INCREASE THE SURVIVAL, NOR GROWTH AFTER PLANTING. NO SOIL BERM IS NEEDED IF TREES WILL BE IRRIGATED WITH A LOW-VOLUME DEVICE. PLACE THE BERM AT THE EDGE OF THE ROOT BALL IF THE ROOT BALL IS FINER TEXTURE THAN THE BACKFILL SOIL. THIS WILL HELP INSURE THAT WATER PERCOLATES INTO THE ROOT BALL.

STANDARD CONSTRUCTION DETAIL

PLANT LIKE THIS DETAIL

NTS.



SOD PLACEMENT ADJ. TO PAVEMENT

Scale: N.T.S.

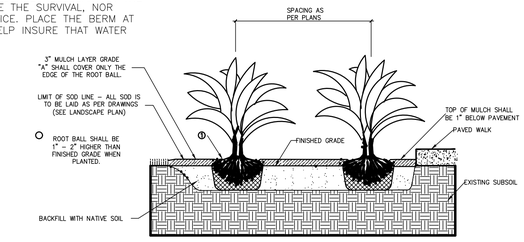
PLANTING NOTES

1. ALL MATERIALS ARE TO BE FLORIDA #1 OR BETTER, INSTALLED ACCORDING TO THE HIGHEST NURSERY STANDARDS.
2. MULCH IS TO BE 100% PINE BARK NUGGETS GRADE "A", INSTALLED A MINIMUM OF 3" THICK IN ALL PLANTING AREAS. MULCHED PLANTING BEDS SHALL BE A MINIMUM OF 10" WIDE AND SHALL BE CONTINUOUS WHERE PLANTINGS ARE PROPOSED.
3. ALL AREAS MARKED SOD ON THE PLANS, SHALL BE SODDED WITH 95% WEED-FREE ST. AUGUSTINE "FLORATAM" SOLID SOD. SOD SHALL BE INSTALLED WITH TIGHT JOINTS, ROLLED, AND FERTILIZED. NUTRIENTS SHALL BE ADDED TO THE SOIL AS PER SOIL TESTING RESULTS. SEE IRRIGATION PLAN
4. BAHIA SOLID SOD SHALL BE USED ON ALL AREAS SO MARKED AS IN SWALES, RIGHT-OF-WAYS, DISTURBED AREAS, OR OTHER AREAS SUBJECT TO EROSION.
5. GRASS SEEDED AREAS SHALL MEET FLORIDA STATE DEPARTMENT OF TRANSPORTATION STANDARDS.
6. LANDSCAPE CONTRACTOR IS TO LOCATE AND VERIFY ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING THE WORK. THE LANDSCAPE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO UTILITY OR IRRIGATION
7. LANDSCAPE CONTRACTOR IS TO VERIFY ALL DRAWINGS AND CHECK FOR DISCREPANCIES AND BRING THEM TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO COMMENCING WITH THE WORK.
8. THE PLANT MATERIALS SCHEDULE IS PROVIDED FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR. SHOULD THERE BE ANY DISCREPANCY, PLANTING PLANS SHALL TAKE PRECEDENCE OVER THE PLANT LIST.
10. NO SUBSTITUTIONS WILL BE MADE AT THE TIME OF BIDDING OR CHANGES OF ANY KIND, SO AS TO PROVIDE FOR FAIR COMPARISONS. NO FURTHER CHANGES ARE TO ME BADE WITHOUT PRIOR CONSENT OF THE LANDSCAPE ARCHITECT.
11. OWNER TO BE RESPONSIBLE FOR IRRIGATION OF ALL PLANT MATERIALS
12. ALL BUILDING MATERIALS AND LABOR ARE TO CONFORM TO THE SOUTHERN BUILDING CODE AND ALSO TO ALL LOCAL CODES THAT HAVE JURISDICTION.
13. ALL PERMIT AND VARIANCE APPLICATION ARE TO BE MADE BY THE CONTRACTOR.
14. PRIOR TO THE INSTALLATION OF THE IRRIGATION SYSTEM, A WATER TEST IS TO BE CONDUCTED ON THE WATER SOURCE TO DETERMINE PH.. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO NOTIFY THE LANDSCAPE ARCHITECT IF THE RESULTING WATER PH. REQUIRES AMENDING PLANT SELECTIONS OR MODIFYING WATER SOURCE.
15. PRIOR TO CONSTRUCTION OF PLANTING BEDS, ALL AREAS ARE TO HAVE SOIL TESTS CONDUCTED TO DETERMINE PH; AND FERTILITY. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO AMEND THE SOIL TO MEET ADEQUATE FERTILITY AND PH. FOR CORRESPONDING PLANT MATERIALS.
16. PRIOR TO THE LAND CLEARING STAGE, THE CONTRATOR SHALL CLEARLY MARK ANY TREE, TREE GROUPS OR SHRUBS TO BE MAINTAINED IN THE PROXIMITY OF ANY AREA WHERE LAND CLEARING EQUIPMENT IS TO BE OPERATED. THE MARKINGS SHALL REMAIN IN PLACE DURING CONSTRUCTION. SAID EQUIPMENT SHALL BE OPERATED IN A MANNER AS OT NOT INJURE OR DESTROY THREE (3) FET IN HEIGHT SHALL BE FORMED A MINIMUM RADIUS OF SIX (6) FEET FROM THE BASE OF THE TREES OR SHRUBS, AND THE DEVELOPER SHALL NOT CAUSE OR ALLOW THE CLEARING OF EQUIPMENT OR MATERIAL WITHIN THE DRIP LINE OF ANY TREE OR GROUPS OF TREES TO BE MAINTAINED. NEITHER SHALL THE DEVELOPER CAUSE OR ALLOW THE DISPOSAL OF WASTE MATERIAL SUCH AS PAINT, OIL SOLVENTS, ASPHALT, CONCRETE, MORTAR OR OTHER MATERIALS HARMFUL TO THE LIFE OF A TREE WITHIN THE DRIP LINE OF ANY TREE OR GROUPS OF TREES. NO ATTACHMENT WIRES (OTHER THAN PROTECTION GUY WIRES), SIGNS, OR PERMITS MAY BE FASTENED TO A TREE.
17. REMOVE ALL TAGS FROM INSTALLED PLANT MATERIALS.
18. PLACE TERRA SORB UNDER THE ROOT BALL OF ALL PLANT MATERIALS.
19. ALL TREES ARE TO BE GUYED WITHING "DUCKBILL" ANCHORING SYSTEMS OR AN APPROVED EQUAL.
20. ALL TREE CALIPERS ARE TO BE MEASURED ACCORDING TO LOCAL CODES AND ORDINANCES.
21. ALL QUESTIONS CONCERNING THE PLAN AND/OR SPECIFICATIONS ARE TO BE DIRECTED TO THE LANDSCAPE ARCHITECT. (386) 788-3788
22. ALL PLANT MATERIAL TO BE GUARANTEED FOR A PERIOD OF NOT LESS THAN ONE (1) YEAR FROM THE TIME OF FINAL ACCEPTANCE. ALL REPLACEMENTS TO BE MADE WITHING TWO (2) WEEKS OF CONTRACTOR NOTIFICATION. CONTRACTOR IS RESPONSIBLE FOR SUPPLYING AN AS-BUILT TO THE LANDSCAPE ARCHITECT FOR FINAL SIGNOFF AND CITY CO

48 HOURS BEFORE YOU DIG "CALL SUNSHINE" 1-800-432-4770

APPROVAL STAMP BLOCK

CITY OF NEW SMYRNA BEACH



STANDARD CONSTRUCTION DETAIL

TYPICAL GROUND COVER DETAIL

NTS

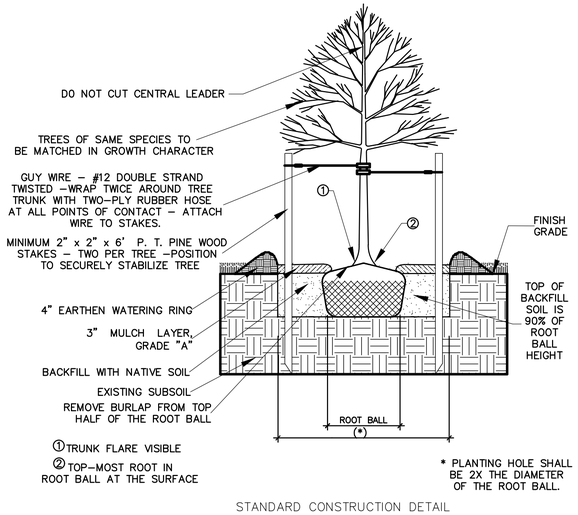
SITE LANDSCAPE PLANTING PALLETTE

PROPOSED SHADE AND UNDERSTORY TREES

KEY	QTY	BOTANICAL/COMMON NAMES	HT.	SPR.	REMARKS
IL	4	Ilex x attenuatta 'Eagleston' Eagleston Holly	9'	3'	Min 2" Cal
IL*	10	Ilex x attenuatta 'Eagleston' Eagleston Holly	10'-12'	5'	Min 2.5" DBH
IW	9	Ilex vomittoria Pendula Weeping Holly	8'	3'	Min 2.5" Cal Single Trunk
JS*	3	Juniperus silicicola Southern Red Cedar	12'	5'	Min 4" DBH Shape/Full
LI*	8	Lagerstroemia indica 'STD' Crepe Myrtle Tree	10'-12'	5'	Min 2.5" DBH Single Trunk
MG	1	Magnolia grandiflora 'DD Blanchard' DD Blanchard Magnolia	9'	4'	Min 2.5" Cal Shape/Full
MG*	6	Magnolia grandiflora 'DD Blanchard' DD Blanchard Magnolia	12'	5'	Min 4" DBH Shape/Full
PM	2	Phoenix dactylifera 'Medjool' Queen Palm	12' CT MATCHED		Min 12" Cal
QV	13	Quercus virginiana Live Oak	9'	4'	Min 2 1/2" Cal Shape/Full
QV*	7	Quercus virginiana Live Oak	12'	5'	Min 4" DBH Shape/Full
SR	8	Syagrus romanzoffiana Queen Palm	IN GROUPS 10'OA, 12' OA,	14' OA	Min 10" Cal
UP*	5	Ulmus parvifolia 'Drake' Drake Elm	10'	4'	Min 2 1/2" DBH Shape/Full

PROPOSED SHRUBS AND GROUND COVERS

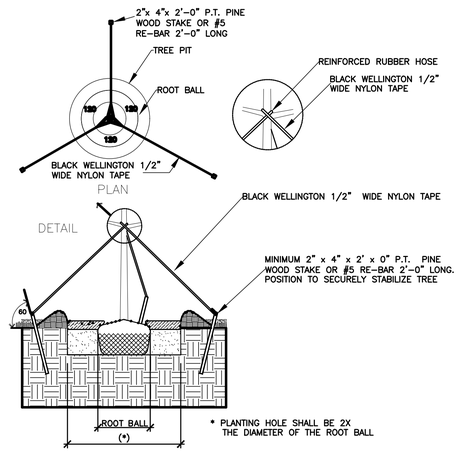
KEY	QTY	BOTANICAL/COMMON NAMES	HT.	SPR.	REMARKS
ARB	92	Schefflera arboricola 'Trinnette' Varigated Dwarf Umbrella	30"	12"	3 Gal Cont 30" O.C.
CRO	38	Codiaeum variegatum 'Twist' Twist Leaf Croton	14"	12"	3 Gal Cont 30" O.C.
DIA	30	Dianella tasmanica 'Varigated' Varigated Blueberry Flax Lily	14"	12"	3 Gal Cont 36" O.C.
DRA	12	Cordyline fruticosa Hawaiian Ti Plant	28"	10"	3 Gal Cont Min 3 PPP
FOU	50	Pennisetum setaceum 'Rubrum 'Alba/Rubrum' Red / White Fountain Grass (Mix)	30"	10"	3 Gal Cont Min 36" O.C.
ILE	89	Ilex vomittoria 'Schellings' Yaupon Holly 'Schellings'	18"	12"	3 Gal Cont 30" O.C.
JUN	344	Juniperus parsonii 'Squmatta' Parson's Juniper	6"	6"	1 Gal Cont 36" O.C.
LAN	120	Lantana camera Pineland Lantana	6"	6"	1 Gal Cont 30" O.C.
LIR	210	Liriope muscari Giant Liriope	6"	6"	1 Gal Cont 18" O.C.
PLU	82	Plumbago 'Imperial Blue' Blue Plumbago	18"	10"	3 Gal Cont Min 36" O.C.
POD	73	Podocarpus macrophyllum Japanese Yew	30"	10"	3 Gal Cont Min 24" O.C.
ROS	16	Rosa knockout sp 'Dwarf' Red Dwarf Rose	18"	12"	3 Gal Cont Min 30" O.C.
STR	5	Strelitzia reginae Orange Bird of Paradise	36"	24"	15 Gal Cont FULL
VIB	385	Viburnum suspensum Sandankwa Viburnum	30"	10"	3 Gal Cont Min 36" O.C.
VLR	50	Varigated Liriope ' Aztec ' Varigated Liriope	6"	6"	1 Gal Cont 18" O.C.
ZAM	74	Zamia pumila Coontie Fern	18"	12"	3 Gal Cont Min 30" O.C.



STANDARD CONSTRUCTION DETAIL

LARGE TREE PLANTING DETAILS

NTS.



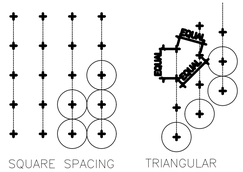
STANDARD CONSTRUCTION DETAIL

TYPICAL TREE GUYING DETAIL

NTS.



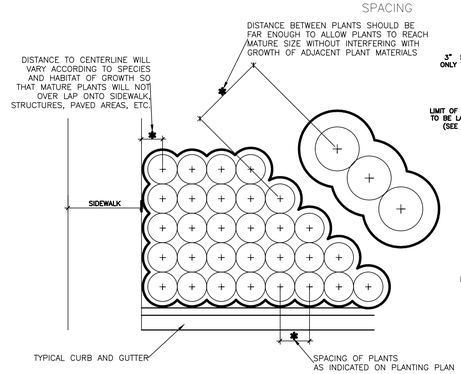
NOTE: IN MOST CASES, TRIANGULAR SPACING IS PREFERRED. USE SQUARE SPACING ONLY IN SMALL RECTILINEAR AREAS.



STANDARD CONSTRUCTION DETAIL

SMALL TREE PLANTING DETAIL

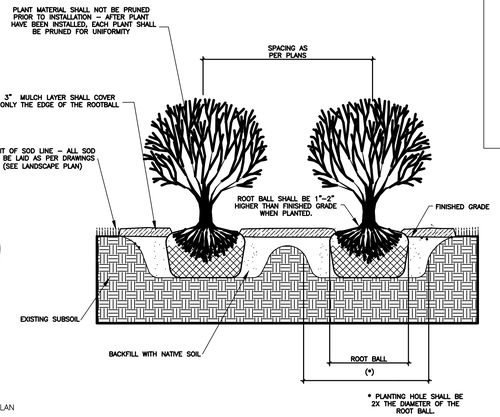
NTS.



STANDARD CONSTRUCTION DETAIL

TYPICAL CONTAINER SPACING

NTS.



STANDARD CONSTRUCTION DETAIL

TYPICAL SHRUB PLANTING DETAIL

NTS

THE STERN DESIGN GROUP, P.A.
LANDSCAPE ARCHITECTS LAND PLANNERS
1685 PROMENADE CIRCLE PORT ORANGE, FLORIDA 32129
(386) 788-3788 CELL (386) 290-6411
SternDesignGroup@att.net

NO.	DATE	APPR.	REVISION
1	06-05-24	MSD	REVISED PER UPDATED TREE SURVEY AND BUILDING FOOTPRINT

REGISTERED LANDSCAPE ARCHITECT JAN STERN LA 0001180 STATE OF FLORIDA

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
1" = 40'	JBS	JBS	MSD	05-01-25

BY DATE

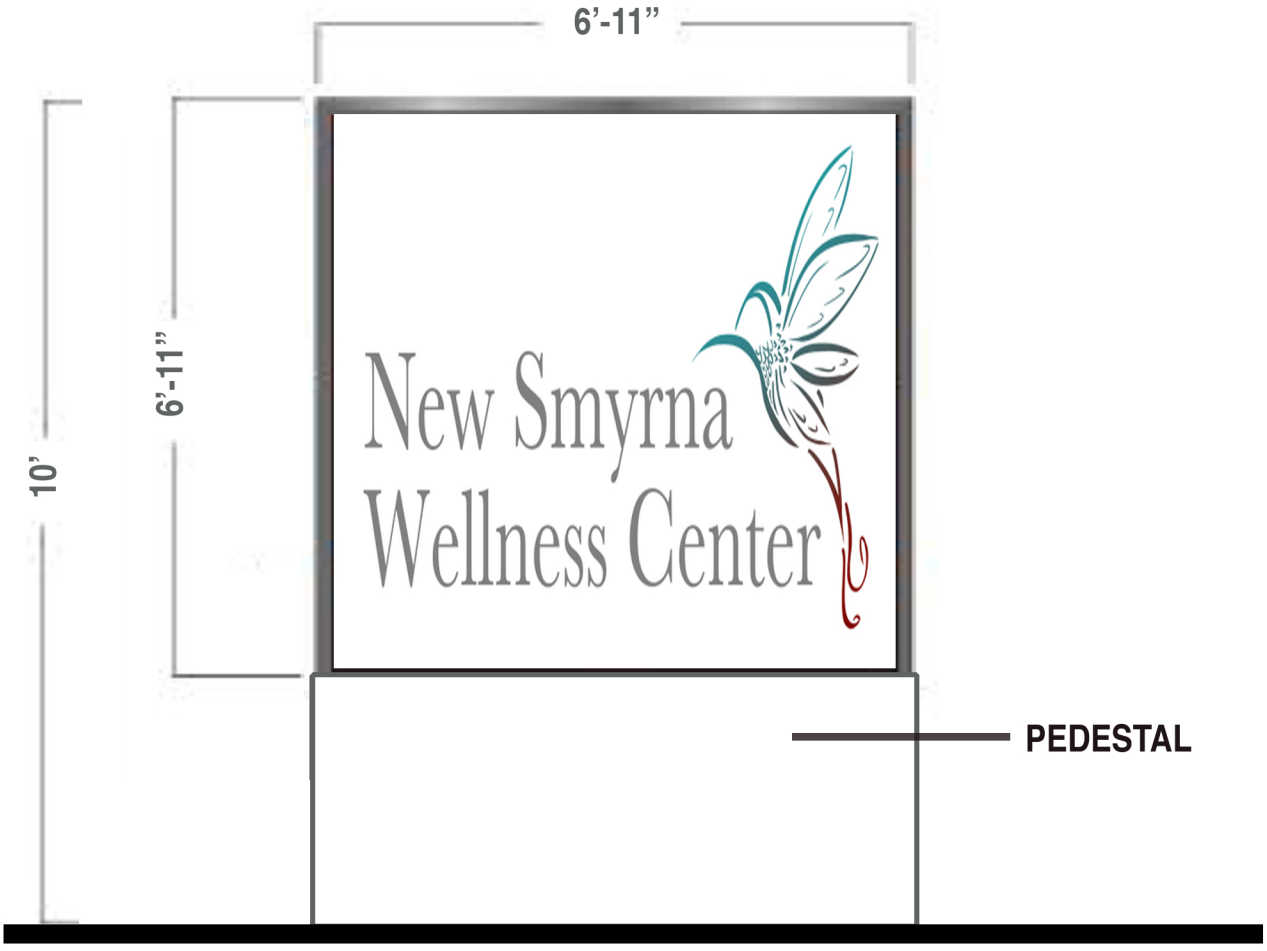
LANDSCAPE DETAILS /PLANTING KEY

N.S.B. WELLNESS CENTER

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1515 L2

1515-PUD5


6’-11”
6’-11”
10’
New Smyrna
Wellness Center
PEDESTAL

9. QUASI-JUDICIAL HEARINGS

9A. Conduct a Quasi-Judicial Public Hearing to consider the approval of Application No. HTR-4-24 - Historic Tree Removal of three (40", 45", and 53" DBH) trees on the commercial property at 190 S Wild Orange Dr.

A Quasi-Judicial Public Hearing was conducted to consider the approval of Application No. HTR-4-24 - Historic Tree Removal of three (40", 45", and 53" DBH) trees on the commercial property at 190 S Wild Orange Dr.

Compliance Coordinator Channing Mailolo outlined the application.

Joey Posey, 420 South Nova Road, outlined a PowerPoint presentation regarding the approval of Application No. HTR-4-24 Historic Tree removal.

Matthew Dowst, Mark Dowst and Associates, 536 North Halifax Avenue, provided clarification regarding the site plan and parking lot layout.

Development Services Director Shane Corbin provided information regarding the parking lot and trees.

Ray Jarrett, Certified Arborist, 2990 Hardy Avenue, provided testimony regarding trees.

Mayor Cleveland opened the Quasi-Judicial public hearing.

Cindy Harris, Glencoe Road, commented on an office building on Orange Avenue in Daytona Beach.

Tiffany Kyle, 620 Hidden Pines Boulevard, commented on the building, collection of water, streams, ditches, and the removal of the historic trees on the property.

Rhonda Spellers, 538 North Myrtle Avenue, commented on the traffic on State Road 44 and using public transportation.

Amber Deets-Cooper, 643 Middle Bury Loop, commented on the moving the entryway of the building and creating round-abouts. She stated that tree eight had an active beehive.

Damien Zambrano, 304 Inlet Street, commented on changing the entrance of the building, the expectant patient volume, and relocating the beehive.

Steve Gunter, 140 Temple Street, commented on property rights and the flooding on the property.

Joey Posey, 420 South Nova Road, provided closing remarks regarding the HTR application and the PUD. He stated the applicant would like to hold the application until the PUD meeting date.

Mayor Cleveland closed the Quasi-Judicial public hearing.

Motion:
Vice Mayor Martin moved to table the approval of Application No. HTR-4-24 to a future meeting date to coincide with the PUD. Commission Perrine seconded the motion, and the motion carried unanimously.

10. PUBLIC HEARINGS

10A. Ordinance No. 04-25: Conduct the Second Reading and Public Hearing, which if adopted would grant a non-exclusive franchise agreement to Cloer & Sons Inc. DBA Edgewater Recycling.

City Attorney Avallone read Ordinance No. 04-25, the second time, by title only.

A Public Hearing was conducted to consider the adoption of Ordinance No. 04-25.

Maintenance Operation Director David Ray outlined the non-exclusive franchise agreement with Cloer & Sons Inc.

Mayor Cleveland opened the Public Hearing.

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

Motion:
Vice Mayor Martin moved to adopt Ordinance No. 04-25, as submitted. Commissioner Perrine seconded it the motion, and the motion carried unanimously.

10B. Ordinance No. 05-25: Conduct the Second Reading and Public Hearing, which if adopted would grant a non-exclusive franchise agreement to Brad's Concrete Inc.

City Attorney Avallone read Ordinance No. 05-25, the second time, by title only.

04/15/2010 09:02 AM
Instrument# 2010-066784 # 1
Book: 6465
Page: 3164

03/17/2010 11:05 AM
Instrument# 2010-047135 # 1
Book: 6455
Page: 3795

MASTER DEVELOPMENT AGREEMENT CORONADO OFFICE PARK PLANNED UNIT DEVELOPMENT

The CITY OF NEW SMYRNA BEACH, FLORIDA, a chartered municipal corporation located in Volusia County, Florida (the "City"), enters this Agreement with CORONADO LAND INVESTMENTS, LLC ("Owner" and "Developer"), a Florida limited liability corporation, to hereby agree and covenant, and bind future successors and assignees, as follows.

1. OWNERSHIP OF THE PROPERTY

Evidence of unified ownership and control in addition to the legal description of the property that is subject to this Agreement, consisting of approximately 3.3 acres of real property ("Property"), is attached hereto and incorporated herein as EXHIBIT "A", with attached graphical description. Developer intends to subject the Property to the conditions and restrictions of this Agreement and the City intends to permit development of the Property in accordance with the terms and provisions set forth in this Agreement. The Property is under the sole ownership of CORONADO LAND INVESTMENTS, LLC.

2. DEVELOPMENT PLAN

Development of the Property shall be controlled by the terms of this Agreement and City of New Smyrna Beach Land Development Regulations (LDR), including the regulations contained therein. Developer has designated the Property as "CORONADO OFFICE PARK."

B. Developer shall develop Property as medical/dental clinics and general offices, as shown on the Conceptual Development Plan attached hereto and incorporated herein as EXHIBIT "B". The Property shall generally be developed as depicted on the Conceptual Development Plan. It is also considered that the requirements of the applicable City ordinance(s) in effect at the time of development plan approval shall supersede or take precedence over the provisions in this Agreement. Failure of either to address a particular permit, condition, term, or restriction shall not relieve Developer of the necessity of complying with the law governing said permitting requirements, conditions, term or restriction.

C. As part of the development process, the Property will be serviced with public utilities. Developer agrees to pay all applicable fair-share (pro rata) fees and charges for installation of utilities as required by Utilities Commission rules and tariffs, or participate in any assessment district created for this purpose by the City of New Smyrna Beach.

D. The parties acknowledge that any minor modifications, no increase in density or intensity to the Conceptual Development Plan, may be approved without "minor amendment" defined in Section 16 of this Agreement, if they are consistent with the New Smyrna Beach LDR, and that denial of such modifications may be appealed directly to the City Manager.

Instrument# 2010-066784 # 2
Book: 6465
Page: 3165

Instrument# 2010-047135 # 2
Book: 6455
Page: 3796

3. PHASING

A. Developer intends to develop the Property in a single phase, but may be developed in multiple phases. Development of the Property will consider all infrastructure, such as utilities, water/sewer, and storm water, being constructed during the first phase. Individual storm water systems shall be permitted, but joint storm water may be required as provided on the attached Conceptual Development Plan. Storm water retention shall be provided for in initial infrastructure improvements for the Property. Utility service and parking spaces will be considered as part of the overall infrastructure constructed in the first phase of property development. Developer agrees to abide by any future utility easements on the subject property designated by the City.

B. Developer agrees to provide appropriate maintenance guarantees or any future maintenance guarantees on the subject property designated by the City.

4. CONFORMANCE WITH COMPREHENSIVE PLAN

The Property is designated as State Road 44 PUD and Low Density Residential on the City's Future Land Use Map. The City has determined that the Property is suitable in size, location and character for the uses proposed, that the uses proposed meet the needs of the City, and that the uses proposed are consistent with the City's Comprehensive Plan. Developer agrees to deed restrict the southernmost 150 feet along Wild Orange Drive to limit uses in that area to parking, stormwater retention and open space. The deed restrictions shall be submitted to Staff for review and must be recorded prior to receiving approval for the first site plan and/or subdivision plat for this property.

5. PERMITTED USES

A. Business closing hours for all sues of the PUD Property shall be no later than 9:00 pm. Developer intends to use the PUD Property for medical/dental clinics and general offices. However, the PUD Corridor Overlay Zone also allows for the following additional land uses and customary accessory uses and structures for this development, in addition to other unspecified uses approved by City Commission.

Art, dance, modeling, and music schools
Beauty shops and barbershops (not including tattoo parlors)
Bumper boats
Child care facilities
Essential utility services
Exercise and health spas
Financial institutions
Funeral homes
General offices
Hospitals, nursing homes, and adult congregate living facilities
Hotels
Houses of worship
Laundry and cleaning establishments (without coin operation)
Medical and dental clinics/offices
Miniature recreation vehicles

Motels
Multiple-family standard dwellings with 60% commercial development completion prior to the start of residential construction (unless an alternative phasing plan is approved) and maximum permitted density of 18 units per acre
Offices, general and professional
Pharmacies
Public uses
Restaurants (class "A")
Retail specialty shops
Schools, parochial and private
Single-family residencies
Tailor shops
Taxicab stands
Theaters (without drive-ins)
Travel agencies
Two-family residencies
Other uses and structures of a similar nature approved by City Commission at the time of overall development plan approval and that such uses and structures are compatible with the BPUD development and the surrounding area

B. Permitted accessory uses of the PUD Property recognized by the LDR include the following.

On-site temporary sales and brokerage offices and display models for residential dwelling units that are newly constructed, that have never been occupied for residential purposes, and have never been sold
On-site temporary sales and brokerage structures to be used as a sales office for dwelling units planned to be constructed or under construction
On-site sales and brokerage offices and temporary sales and brokerage structures subject to the following limitations and regulations

1. said sales and brokerage office shall only be used to promote the sales of newly constructed dwelling units and part of an approved Site Plan located on the same side as the office, and
2. said sales and brokerages offices shall only be used to sell residential dwelling units located on the same site as the sales office, and
3. said sales and brokerage offices may only have one sign not to exceed ten square feet in area in addition to the allowable signs indicated in Section 604.14 of the LDR, and
4. said sales and brokerage offices shall be allowed within a development upon issuance of a Certificate of Occupancy for the offices by the Development Division Director or designee and said sales office must be removed from the site upon the issuance of a Certificate of Occupancy for the last building to be constructed within a development, and
5. the following additional limitations and regulations shall be placed on on-site temporary sales and brokerage structures

    (a) said sales and brokerage structures shall have a minimum floor area of three hundred square feet and shall not have been formerly a travel trailer, camper, recreational vehicle, or tractor trailer

(b) the perimeter of the area between the ground and floor level of the sales and brokerage structures shall be enclosed with ornamental skirting
(c) said sales and brokerage structures must be located on the site such that it meets the minimum setback requirements
(d) a minimum of three parking spaces must be provided for the sales and brokerage structures or the minimum number of parking spaces required for an office, whichever is greater, with said parking spaces and access aisle must meet the requirements of Section 604.10 of the LDR except an alternative surfacing agent, such as shell, may be used
(e) a minimum ten foot wide and six foot high natural vegetative buffer shall be maintained along the front, side, and rear of the sales and brokerage structure, parking area and any accessory structures
(f) no sales and brokerage structure shall be allowed on a site until all permits as required by federal, state, and county agencies have been secured and the Site Plan for the proposed permanent use of a temporary sales and brokerage structure
(g) said sales and brokerage structures shall not remain on a site longer than one year from the date a Certificate of Occupancy is issued for said sales office or until a Certificate of Occupancy is issued for the first building within the development, and
(h) upon removal of the sales and brokerage structure, developer may maintain an on-site temporary sales and brokerage office within the dwelling unit(s).

6. PUD INFRASTRUCTURE/TRANSPORTATION

A. Access easements and utility easements within the Property shall be owned by Developer and/or the property owners association, their successors and assigns, subject to dedications of easement and rights of ingress and egress in favor of the City and/or Utilities Commission for the purpose of owning and maintaining utilities located within the Property. The access easements shall be constructed to City standards. The Developer acknowledges for itself, its successors and assigns that the access easements are private and shall be a private construction and maintenance responsibility without recourse to the City. The exception to this limitation shall be when the City, through its agents, designees or assigns, shall damage facilities including pavement within the Property in the course of repairing, replacing, or enlarging City-owned or dedicated utility lines. In such event the City shall repair the area in a workmanlike fashion.

B. During the site plan review process, Property will consider a driveway on State Road 44, contingent on Florida Department of Transportation (FDOT) approval, with the following planning considerations:

(1) The driveway is restricted to right-in/right-out turning movements, and no left hand turns will be permitted;

(2) Paving of an existing eastbound deceleration taper on State Road 44 with Construction of a 50-foot dimension turning radii for eastbound traveling vehicles making right-hand turns into the development; and

(3) A 130-foot space between the proposed driveway and South Wild Orange Drive, as agreed upon at an October 30, 2007 meeting with FDOT, with the letter attached in EXHIBIT "E".

C. During the site plan review process, Developer will consider development of the Property prohibiting access to Wild Orange Drive, except for emergency vehicular access.

D. Developer will build or provide for the construction of storm water, water, sewer and reuse waterlines to Utilities Commission specifications and upon acceptance by the Utilities Commission, the lines shall be dedicated to the Utilities Commission together with all easements and licenses necessary for the Utilities Commission to maintain and operate the utility systems located on the lots. The storm water areas, water, sewer and reuse waterlines (if reuse service is available) shall be located and built in common area, pursuant to the site plan review process.

E. Storm water drainage will be constructed for the development within the Property with design considerations for a storm water system to retain a 100 year flood event. The storm water retention facility will be maintained by the property owner's association to a level consistent with the standards and permit conditions of the St. Johns River Water Management District (SJRWMD). Storm water collection and transmission facilities on the Property shall be located pursuant to site development plan approval. The parties intend to utilize techniques within said storm water protection area to provide appropriate vegetation within said drainage retention areas as permitted by the City and SJRWMD, including but not limited to, cypress and/or other appropriate tree placement.

F. Developer agrees to participate in any proportionate fair-share (pro rata) program for installation of utilities as required by Utilities Commission rules and tariffs, or any assessment district created for this purpose by the City of New Smyrna Beach, and the Property Developer will be subject to transportation impact fees, and/or storm water improvement impact fees, in addition to utility infrastructure and capacity fees. In addition, Developer agrees to participate in the installation of a lift station and gravity sewer to be coordinated with property owners on the south side of State Road 44 between Glencoe Road and Wild Orange Drive. Developer recognizes that this infrastructure cost will be incurred as a shared (pro rata) cost between all of the property owners designated in this assessment district.

G. During the site plan review process, Developer agrees to the following additional off-site infrastructure improvements:

(1) Construction of a 4-foot sidewalk on the west side of Wild Orange Drive to the south side of the site across the drainage ditch, with a meandering path through the right-of-way to minimize tree removal;

(2) Provision of a meandering sidewalk, with a minimum width of 4-feet, from the north side of the Second building (Building 2) to the 4-foot sidewalk on the west side of Wild Orange Drive; and

(3) No landscape planting in the southwest corner of the Property along the south side of an existing drainage ditch.

H. Development will be considered with 50% of the PUD Property designated as open space, fulfilling the open space requirement according to the City of New Smyrna Beach LDR for properties zoned Plan Unit Development (PUD). The location, shape, size, character, and use of the open space shall be as designated on the Conceptual Development Plan. Common open space shall be usable by all tenants of the PUD Property.

I. Off-street parking and loading spaces shall be designed according to the LDR, and specifically not permitted in any required landscaped buffer area. All parking areas shall contain a minimum of 20% interior landscaping, excluding any required landscaped buffer areas.

J. Developer reserves the option, during the Site Plan review process, of reducing the parking space requirement on the PUD Property, not to exceed 20% of the total off-street parking area, to save and protect existing specimen and historical trees approved by the City for preservation.

K. Developer shall consider development of the PUD Property with a 45-foot landscape buffer and utility easement along State Road 44, and a perimeter buffer of 25-feet, according to the LDR rules. Developer further agrees to any future changes to the City of New Smyrna Beach LDR rules as a "minor amendment" defined in Section 16 of this Agreement.

L. Developer agrees to participate in proportionate fair-share (pro rata) program for improving the level of service with signalization at the intersection of State Road 44 and Glencoe Road.

M. Developer agrees to design the site according to VOTRAN guidelines in order to accommodate VOTRAN services should such be available in the future.

7. ARCHITECTURAL/DESIGN STANDARDS

A. All buildings and accessory structures on each lot shall be developed and considered during the Site Plan review process in compliance with the requirements of City Development Service staff's recommendation of an "Old Florida" style of development to conform with aspects of the historic buildings within the City of New Smyrna Beach with specifications as follows:

(1) All buildings and accessory structures constructed within the Property shall include architectural features associated with the predominant styles within the City, such as frame vernacular, bungalow, colonial revival, masonry vernacular or Mediterranean revival, including Italian Renaissance style. The common architectural theme shall be established by harmoniously coordinating the general appearance of all buildings and accessory structures. For purposes herein, general appearance includes, but is not limited to, exterior wall finishes or materials, roof styles, slopes and materials, colors, and architectural details and ornamentation;

(2) Exterior embellishments, such as ornamental cement work and stucco, shall be harmoniously coordinated with the general color and appearance of all buildings and accessory structures. Other exterior embellishments could include classical columns, pilasters, traditional decorative brackets supporting the eaves, hipped roof, false-hipped roof;

(3) Roof materials will be consistent with the architectural style of the buildings. Acceptable roof materials include, but are not limited to, metal, barrel tile, and wood shake;

(4) Wall siding, if applicable, includes, but is not limited to, wood simulated shingle, clapboard, weatherboard, and drop siding;

(5) Windows are specified as casement, double hung, and 2/2 lights, and blank walls will not be permitted;

(6) All structures within the Property shall complement one another and shall convey sense of quality and permanence; lower grade exterior wall finishes and roof materials will not be permitted;

(7) Corporate prototype design and materials must comply with the provisions of this Section;

(8) The City reserves the right to review the proposed architectural construction and design of all buildings and structures within the Property, to require the substitution or inclusion of colors, materials, architectural details and ornamentation, and to require or prohibit the use of the same to ensure compliance with the requirements of this section;

(9) No vending machines shall be permitted on the outside walkways or other outdoor pedestrian areas of the Property;

(10) No newspaper stands shall be permitted except in areas designated by Developer and approved by the City;

(11) Any exterior phone booths shall not be visible from public rights-of-way;

(12) Lot function, layout and architectural design of the buildings thereon shall be coordinated, once established by the function and layout of the first of these lots to receive site development plan approval. For purposes herein, lot function and layout includes, but is not limited to, building placement, landscaping layout/design, parking lot layout/design, and access drive layout/design. Architectural design refers to building style and appearance;

(13) All parking lot lighting fixtures shall be consistent with respect to their physical attributes, design and appearance. The specific design shall be established by the type of parking lot lighting fixture constructed or installed according to site development plan approval. Provisions will be made to deflect light from residential areas and be contained within the project, with design considerations for the maximum light level at the site boundaries to be no greater than 1 foot-candle; and

(14) Elevations shall be provided consistent with these standards during the site plan review process.

8. NATURAL VEGETATION PRESERVATION

A. The overall PUD Property shall demonstrate compliance with the Corridor Overlay Zone regulations that provide for 30% of natural vegetation to remain in the area. Dense vegetation will consist of trees or additional shrubs and trees so as to create dense vegetative growth. Shrub specifications call for placement of plants no more than three feet apart, measured from center to center, and a minimum shrub height of two feet immediately following planting. Tree specifications call for provision of one tree for each 100 square feet of land. Tree species shall be a minimum of nine feet in height and a minimum transverse diameter of two inches at a point four feet above ground level. Trees shall be planted within twelve feet of publicly maintained streets or other municipal improvements. Trees shall be selected from a designated "List of Trees" provided by the City Horticulturist. Maintenance of all natural areas and vegetation includes the removal of dead trees, limbs, and vines. All clearing of underbrush shall be performed in a manner consistent with providing a neat manicured appearance. No removal of small trees, palmetto bushes or other under brush, except for removal of invasive species, will be done. The natural areas are to remain as natural as possible to provide for a thick vegetative buffer between the commercial and residential areas. Any existing trees credited toward required buffers or landscape requirements removed for any reason shall be replaced with trees meeting City approval with regard to species and size. Perimeter buffers shall comply with LDR and shall be used to meet the required natural vegetation preservation requirements. Prior to commencement of land clearing, all areas to be preserved shall be marked and inspected by City.

B. The preservation areas around the perimeter boundaries of the Property shall consist of natural vegetation that may be enhanced, if necessary, to mitigate visual impact from residents of the adjacent residential neighborhood.

C. The southern boundary of the Property has been designated by the Florida Department of Environmental Protection as a wetland area and any vegetation along the wetland border will be preserved in its natural state.

D. The State Road 44 boundary of the Property will contain dense vegetation with a minimum 15-foot buffer that will remain in the natural state or be enhanced with plants and large trees (such as canopy trees and live oak). The portion of the buffer containing the utility easement will be planted with small rooted trees, ground cover, and shrubs that will not interfere with underground utility improvements, as shown on the Conceptual Development Plan in EXHIBIT"B".

E. The interior landscaping in the parking area will be 20% of the total off-street parking area, excluding any required buffers, according to the LDR rules.

F. Development will consider tree preservation required by the LDR rules, during the site plan process.

9. ENVIRONMENTAL CONSIDERATIONS

Both during and after construction, Developer will use reasonable efforts to preserve trees and natural vegetation within the Property and maximize protection of natural drainage pathways. Developer shall comply with the tree preservation provisions of the

LDR. Developer shall comply with all rules, statutes, laws and regulations pertaining to protected wildlife species, including, but not limited to, the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises. An endangered species survey will be conducted for the site with a copy of same to be submitted to City Development Service staff with the initial site plan review.

10. UTILITY MASTER PLAN

Public utilities consisting of electric, water, wastewater, reuse water, and fiber optic conduit for the Property or portion thereof and any applicable off-site infrastructure shall be obtained from the Utilities Commission, City of New Smyrna Beach, and shall be applied for, built and conveyed in accordance with UC rules and regulations, requirements, tariffs, policies and Agreements prevailing at the time of Developer's requested approval of a UC Agreement(s) from the UC. Other utilities not provided by the UC shall be built in accordance with and consistent with the City of New Smyrna Beach LDR rules and standards.

11. SIGNAGE

The PUD Property shall have a uniform sign program. A single monument sign (constructed according to LDR specifications with a maximum vertical height of 8 feet, designed to accommodate a sign panel of a maximum of 48-square feet), will be located on the State Road 44 side of the property, as shown on the Conceptual Development Plan in EXHIBIT "B". Directional signage, wall signage, and other allowable supplementary signage shall comply with the provisions and requirements of the City of New Smyrna Beach LDR. The pedestal of the monument sign shall be constructed of the same materials as the walls of the buildings on the Property and contain exterior embellishments that will complement harmoniously with the appearance of the buildings on the Property. The colors of the sign face shall complement and coordinate with the appearance of the buildings on the Property.

12. LOT DEVELOPMENT CRITERIA

A. The Property shall be developed in accordance with the general development criteria, as shown in the Conceptual Development Plan, attached hereto and incorporated herein as EXHIBIT "C". The terms of this Agreement shall prevail in the event of a conflict with the terms of the LDR, unless otherwise specifically provided herein. In the event a subject is not addressed in this Agreement, the LDR shall prevail

B. Construction of sidewalks on the PUD Property will conform to the requirements, codes, and ordinances specified by the City Commission.

13. PROPERTY OWNERS ASSOCIATION

A. Developer intends to construct individual offices for long-term tenant leases, but reserves the option of individual office condominium ownership. If individual office condominium ownership is allowed, then Developer and its future successors will form

and incorporate a non-profit property owners association ("POA") which will operate, maintain and control, subject to other documents of record, the common areas, and common facilities, including but not limited to, the common private access ways, sidewalks, parking, and lighting within the Property, any common storm water retention and drainage systems within the Property, and the entrance areas to the Property. The Property owners and/or tenants will be required to become a member of the association and subject to the rules, covenants, and restrictions of the POA, with responsibilities and voting privileges pro rated based upon gross building square footage constructed. The general scope and format of the property owner's association documents, and the covenants and restrictions, will be similar in concept to the documents of similar property owners associations in New Smyrna Beach. The covenants and restrictions governing the Property and association responsibilities shall be executed and recorded in the public records of Volusia County, Florida. The POA will have a board of directors to legislate and govern the rules and regulations of the POA. The POA board will have the means and authority to enforce and regulate the by-laws and restrictions governing the perpetual maintenance, operation and repairs of all common areas and facilities. Notwithstanding, the board of directors will regulate and govern the common areas, and require and enforce each and every member to maintain and service of his own individual building site. At its discretion, the POA rules may levy fines and liens upon individual members own property in order to maintain, operate and service all common facilities on the Property, and to collect unpaid POA dues. The POA will have the power and means to hire, supervise, and regulate persons employed by them for the maintenance, repair and operation of common areas and facilities.

B. If the POA fails to perform the maintenance, repair or replacement, as necessary, on the storm water retention and drainage facility, the City shall, after notice, have the right, but not the obligation to enter upon the common area of the Property and to provide the maintenance, repair, or replacement of the storm water retention and drainage facility and assess and collect such costs and place a lien upon Property for the cost of said maintenance, repair, and replacement as the City may deem necessary.

C. Developer reserves for itself, its successors and assigns, the right to maintain and operate separate facilities within the Property which shall not be construed to be common facilities owned by the subject POA. If requested by the City and as otherwise needed for plat improvements, Developer will provide easements and grants for the installation, maintenance, and upkeep of the public utilities, including water, sewer, and electricity. Developer may from time to time add additional covenants and restrictions or make changes in the Association by-laws as may be required to guarantee that the project will be developed in accordance with the policies outlined in this Agreem ent.

D. Developer and POA agree to abide by the language, rules, and provisions of the City of New Smyrna Beach LDR, including any covenants, easements, and other restrictions. Nothing in the covenants and restrictions of other POA documents will contravene anything in the City's Land Development Regulations. In the event of a conflict between the POA and the LDR, the provisions of the LDR will supercede anything in the covenants.

14. COSTS

Under the policies and provisions set forth in this Agreement, no costs of development of the Property shall be incurred by the City unless the City specifically agrees in writing to assume such cost.

15. EFFECTIVE DATE AND EXPIRATION

A. This Agreement shall be effective upon approval by the City Commission and the City of New Smyrna Beach Commission. Developer will be required to record the Agreement with the Volusia County Clerk of the Court and provide a copy to the City Clerk and Development Services Director. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the course of the City's actions as zoning authority or until this Agreement expires.

B. The duration of this Agreement is ten (10) years from the date of its execution, which can be extended in additional 5-year terms by mutual consent of the Developer and the City, subject to a public hearing.

C. The term "development" shall mean that the Developer, his successors or assigns, shall actively be in pursuit of installation of improvements, permits for installation of improvements, or installation of improvements over a portion or all of the Property.

D. If the City does not approve this Agreement it shall be declared null and void, without further effect. In addition, if Developer is a contract purchaser of the PUD Property and fails to acquire title to the PUD Property within 60 days of approval, then the City or the Developer shall have the option to terminate this Agreement, exercised by providing written notice to the other parties hereto, after which this Agreement shall be declared null and void, without further effect. Neither the City nor Developer shall acquire any enforceable rights or claims against each other with respect hereto in the event this Agreement becomes null and void under this paragraph.

16. AMENDMENTS

A. Amendments to this Agreement, other than minor modifications to the Conceptual Development Plan set forth in this Agreement, shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied, and the City. A "minor amendment" is defined as a minor shift of facilities, parking spaces, buildings, or other provisions defined by the Development Services Director.

B. Before amending this Agreement, the City shall conduct two or more public hearings. At the City's option, one of these public hearings may be held by the Planning and Zoning Board:

(1) Notice of intent to consider an amendment to this Agreement shall be published by the City, at the Owner's cost, in a newspaper of general circulation and readership in Volusia County, Florida;

(2) If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(c), Florida Statutes (2004), as amended from time to time;

(3) The day, time, and place at which the second public hearing, if any, will be held shall be announced at the first public hearing;

(4) The notices required above shall specify the location of the Property, the location of that portion of the Property subject to the proposed amendment, the nature of the proposed amendment, and the following information to the extent applicable;

(5) Changes in permitted and/or conditional uses shall be disclosed by public hearings conducted by the Planning and Zoning Board;

(6) Changes in population densities shall be disclosed by public hearings conducted by the Planning and Zoning Board;

(7) Changes in building intensities and/or height shall be disclosed by public hearings conducted by the Planning and Zoning Board; and

(8) All notices for public hearings conducted by the Planning and Zoning Board shall specify a place where a copy of the proposed amendment can be obtained prior to the public hearing.

17. PUBLIC RECORD

The parties agree this Agreement shall be recorded in the Public Records of Volusia County, Florida, at Developer's expense. The provisions of this Agreement shall constitute covenants running with the land applicable to the entire subject Property described herein or any portion thereof. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the course of the City's actions as zoning authority.

18. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

19. POLICE POWER AND SOVEREIGN IMMUNITY NOT WAIVED

Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules and regulations. Further, nothing contained in this Agreement shall be construed as a waiver of or attempted waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.

20. COMPLETE AGREEMENT

This Agreement represents the complete understanding by and between the parties with respect to the development and continued use of the subject Property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement. Any amendment to this Agreement shall be in writing and signed by the City, or Utilities Commission, if applicable, and the Owner/Developer.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

OWNER/DEVELOPER
CORONADO LAND INVESTMENTS, LLC
5703 Red Bug Lake Road, PMB-401
Winter Springs, Florida 32708

By:_____
Vincenzo Giuliano
Title: President/C.E.O.

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 15 day of FEBRUARY 2010, by VINCENZO GIULIANO, who produced FL. DRIVERS LIC. as identification, and did not take an oath.

_____
Notary Public

[Affix Seal]

PAUL V. BEALS
Comm# DD0766117
Expires 4/11/2012
Florida Notary Assn., Inc

CITY OF NEW SMYRNA BEACH,
A Florda municipal corporation
210 sams Avenue
New Smyrna Beach, Florida 32168

By:_____
Adam Barringer
Title: Mayor

STATE OF FLORIDA

Best Available Image

COUNTY OF VOLUSIA
The foregoing instrument was acknowledged before me this 25th day of February, 2010, by Adam Carrington, who ~~produced~~ is personally known ~~identification~~, and did not take an oath.

JOHNNY RAY BLEDSOE
Comm [redacted]
Expires 8/13/2011
Florida Notary Assn., Inc

[Affix Seal]

Notary Public

CITY OF NEW SMYRNA BEACH
A Florida municipal corporation
210 Sams Avenue
New Smyrna Beach, Florida 32168

By: _____
Johnny Bledsoe
Title: City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 25th day of February, 2010, by Johnny R Bledsoe, who ~~produced~~ is personally known by me ~~identification~~, and did not take an oath.

[Affix Seal]

Notary Public

SANDY WINKLER
MY COMMISSION EXPIRES
August 13, 2011
#DD 702818
Bonded thru
Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Instrument# 2010-047135 # 16
Book: 6455
Page: 3810

Instrument# 2010-066784 # 16
Book: 6465
Page: 3179

EXHIBIT 'A'

Parcel 2:

Begin at the intersection of the West line of Lot 30, subdivision of NAPIER and North part of HULL GRANT and the South right of way line of State Road 44; thence along said road line North 88 degrees 34 minutes 48 seconds East, 117.00 feet to the Point of Beginning; thence along said road line 200 feet to a point; thence South 29 degrees 47 minutes 12 seconds East 200 feet to a point; thence South 88 degrees 34 minutes 48 seconds West 200 feet to a point; thence in a straight line to the Point of Beginning 200 feet, being Lots 3 and 4, Block 1, HAMMOCK GARDENS, UNRECORDED PLAT of Lot 30 South of Highway 44 and of Lot 43 Block 14 of NAPIER and the North part of Hull Grants, per Map Book 2, Page 42, Public Records of Volusia County, Florida.

Parcel 3:

A part of Block 14, South of State Road #40 according to the plat of NAPIER and HULL GRANTS, Volusia County, Florida, as follows, to-wit: Commencing at the intersection of the Westerly line of Lot 30 with the South right-of-way line of State Road #40; thence running Easterly and binding on the South right-of-way line of State Road #40 a distance of 417 feet to a point which is the Point of Beginning of this description; thence continuing Easterly and binding on the South right-of-way line of State Road #40 a distance of 54.58 feet to a point which is the intersection with the West line of Wild Orange Drive, a 50 foot road way; thence South 29 degrees 47 minutes 12 seconds East a distance of 200 feet to a point on the West line of Wild Orange Drive; thence Westerly and parallel to the South right-of-way line of State Road #40 a distance of 54.58 feet to a point; thence Northerly and parallel to the West line of Wild Orange Drive a distance of 200 feet to the Point of Beginning of this description. (Also known and described as Lot 1, Block 1, of HAMMOCK GARDENS, an unrecorded subdivision).

And

Begin at the intersection of the West line, Lot 30, Subdivision of NAPIER and North part of HULL GRANT and the South right-of-way line of State Road No. 40; thence North 88 degrees 34 minutes 48 seconds East along said South right-of-way line 317 feet for the Point of Beginning; thence North 88 degrees 47 minutes 12 seconds East 100 feet; thence South 29 degrees 47 minutes 12 seconds East 200 feet; thence South 88 degrees 47 minutes 12 seconds West 100 feet; thence North 29 degrees 47 minutes 12 seconds West 200 feet to the Point of Beginning; being parts of Lots 30 and 43, said Subdivision of NAPIER and North part of

Instrument# 2010-047135 # 17
Book: 6455
Page: 3811

Instrument# [redacted] # 17
Book: 6465
Page: 3180

Fidelity National Title
Insurance Company

FNTIC No.: CD[redacted]
Agent ID: FL-2357
Agent File No. 5343-30 and 33
Policy Jacket No. 2710609-74090416

HULL GRANTS, according to the map recorded in Map Book "M", Page 688, Public Records of Volusia County, Florida.

Parcel 4:

A part of Block 14, South of State Road #40 according to the plat of NAPIER and HULL GRANTS, Volusia County, Florida, as follows, to-wit: Commencing at the intersection of the Westerly line of Lot 30 in said Block 14 with the South right-of-way line of State Road #40; thence running Easterly and binding on the South right-of-way line of State Road #40 a distance of 471.58 feet more or less to the intersection with the West line of Wild Orange Drive, a 50 foot road way; thence South 29 degrees 47 minutes 12 seconds East along said West line of Wild Orange Drive a distance of 200 feet to a point which is the Point of Beginning of this description; thence continuing along said road line 172 feet to a point; thence Westerly and at right angles a distance of 200 feet to a point; thence Northerly and at right angles a distance of approximately 280 feet to a point which is 200 feet South 29 degrees 47 minutes 12 seconds East from the South right-of-way line of State Road #40, thence in a straight line and parallel to State Road #40 to the Point of Beginning of this description. (Also known and described as Lots 101, 102 and 103, Block 1, of HAMMOCK GARDENS, an unrecorded subdivision.)

Parcel 5:

A portion of Lot 43, Block 14, MAP OF PROPERTY BELONGING TO CHAS. DOUGHERTY, according to the plat thereof as recorded in Deed Book "M", Page 688, Public Records of Volusia County, Florida being more particularly described as follows: Commence at the intersection of the West line of Lot 30, Block 14 and the South R/W line of State Road #44; thence North 88 degrees 34 minutes 48 seconds East, 471.58 feet along the South R/W line to the intersection of the West boundary line of "Wild Orange Drive", a fifty foot road running North 29 degrees 47 minutes 12 seconds West and intersecting in the S/W line of said State Road at the point as stated; thence running with and binding on the West line of "Wild Orange Drive" South 29 degrees 47 minutes 12 seconds East, 372 feet to the stake there fixed which is the point of the land herein described; thence at right angles Westerly 200 feet; thence at right angles Southerly parallel to "Wild Orange Drive" 70 feet; thence at right angles Easterly 200 feet to the West line of said road; thence binding on said road North to the Point of Beginning 70 feet. Also described as Lot 104, Block 1, HAMMOCK GARDENS, unrecorded Subdivision No. 116.

Instrument# 2010-047135 # 18
Book: 6455
Page: 3812
Diane M. Matousek
Volusia County, Clerk of Court

Instrument# 2010-066784 # 18
Book: 6465
Page: 3181

Fidelity National Title
Insurance Company

FNTIC No.: CD[redacted]
Agent ID: FL-2357
Agent File No. 5343-30 and 33
Policy Jacket No. 2710609-74090416

Parcel 6:

A portion of Lot 43, Block 14, Subdivision of the Napier and the North part of the Hull Grant, as per map thereof recorded in Deed Book "M", Page 688, of the Public Records of Volusia County, Florida, said part being more particularly described as follows: The South 105 feet of the North 547 feet on the East line South of State Road 40 of East 200 feet of West 415 feet of Lot 43, Napier and Hull Grant, also described as Lot 105 and the North ½ of Lot 106 Block 1, Hammock Gardens unrecorded Subdivision No. 116.

Instrument# 2010-066784 # 19
Book: 6465
Page: 3182

EXHIBIT "A"

OPINION OF TITLE BY LICENSED ATTORNEY & LEGAL DESCRIPTION OF PROPERTY

Instrument# 2010-066784 # 20
Book: 6465
Page: 3183

POHL & SHORT, P.A.
ATTORNEYS AT LAW

STACY J. BORISOV
ERIC C. BOUGHMAN
ALEX CHRIS COSTOPOULOS
ALEXANDER S. DOUGLAS II
MATT G. FIRESTONE
GARY A. FORSTER
MARK A. GRIMES
RICHARD A. HEINLE
KATHRYN P. JONES
DAVID J. KOHS
ROBERT S. MACDONALD
TERESA N. PHILLIPS
FRANK L. POHL
JAMES E. SHEPHERD, V
HOUSTON E. SHORT
JOHN R. SIMPSON, JR
SCOTT W. SPRADLEY
JAMES C. WASHBURN

TELEPHONE (407) 647-7645
FACSIMILE (407) 647-2314
EMAIL: PS@POHLSHORT.COM

MAILING ADDRESS:
POST OFFICE BOX 3208
WINTER PARK, FLORIDA 32790

COURIER ADDRESS:
280 WEST CANTON AVENUE, SUITE 410
WINTER PARK, FLORIDA 32789

www.pohlshort.com

June 17, 2008

Coronado Land Investments LLC
5703 Red Bug Lake Road
Post Office Box 72
Winter Springs, Florida 32708

Re: Guiliano Title Opinion Letter
Our File No.: 5343-30

Ladies and Gentlemen:

Based solely on that owner's title insurance policy having an effective date of July 2, 2007 at 10:41 a.m., issued by Fidelity National Title Insurance Company and covering that property described in Exhibit A (the "Property") and that Ownership and Encumbrance Report issued by Fidelity National Title Insurance Company covering the Property to June 15, 2008, it is our opinion that title to the Property is, as of June 15, 2008 at 5:00 p.m., owned by Coronado Land Investments LLC, subject to those exceptions contained in that title insurance policy and ownership and encumbrance search attached hereto as Exhibit B and Exhibit C.

This opinion is also subject to the following:

1. Any liens for any construction or survey or other work on the property which are not the subject of a recorded claim of lien or notice of commencement;
2. Any unrecorded easement;
3. Any matter which would be shown by a current survey;
4. Any leases and any rights of any persons in possession of the Property;
5. Any rights with respect to mineral interests;

M:\5343-30\Ltr\New Smyrna beach-001

6. Any matters arising after the effective date of the above-described ownership and encumbrance certificate; and
7. Liens for ad valorem taxes and special assessments.

No person other than the addressee and the City of New Smyrna Beach may rely upon the opinions given in this letter.

Sincerely yours,

Robert S. MacDonald

RSM:ab

Instrument# 2010-066784 # 22
Book: 6465
Page: 3185

EXHIBIT B

ORIGINAL

Owner's Policy of Title Insurance

Fidelity National Title Insurance Company
A Stock Company
Policy Number F[redacted]D07-111189-2007.2710609-74090416

OWNER'S POLICY OF TITLE INSURANCE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. *Title to the estate or interest described in Schedule A being vested other than as stated therein;*
2. *Any defect in or lien or encumbrance on the title;*
3. *Unmarketability of the title;*
4. *Lack of a right of access to and from the land.*

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

This policy shall not be valid or binding until Schedule A has been countersigned by either a duly authorized agent or representative of the Company and Schedule B has been attached hereto.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

FL2357 CD07-111189
Pohl & Short, P.A.
280 West Canton Avenue, Suite 410
Winter Park, FL 32789
Tel:(407) 647-7645
Fax:(407) 647-2314

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SEAL

By _____ President

ATTEST _____ Secretary

Countersigned: _____
Authorized Signature

FORM 1332 (7/05) (2710609)

ALTA Owner's Policy (10-17-92) with Florida Modifications

Fidelity National Title
Insurance Company

FNTIC No.: CD[redacted]
Agent ID: FL-2357
Agent File No. 5343-30 and 33
Policy Jacket No. 2710609-74090416

SCHEDULE A

Date of Policy: July 2, 2007 at 10:41 A.M.

Amount of Insurance: $1,446,394.00

1. Name of Insured

   CORONADO LAND INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY

2. The estate or interest in the land which is covered by this policy is:

   FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

   CORONADO LAND INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY by virtue of Warranty Deed recorded in Official Records Book 6086 at Page 4746, and Official Records Book 6086, Page 4750, all in Public Records of VOLUSIA County, Florida.

4. The land referred to in this policy is described as follows:

   See Attached Exhibit 'A'

Countersigned: Pohl & Short, P.A.
280 W. Canton Ave., Suite 410
Winter Park, FL 32789

BY: _____
Authorized Signatory

Fidelity National Title
Insurance Company

FNTIC No.: CD[redacted]
Agent ID: FL-2357
Agent File No. 5343-30 and 33
Policy Jacket No. 2710609-74090416

SCHEDULE B
EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

1. The lien of all special assessments and taxes for the year 2007, and subsequent years.

2. The following matters as set forth on survey, dated May 12, 2007, and prepared by Allen Campbell & Associates, job number #02-07-033: Including but not limited to the following:

   a) Rights of abutting property owners on Westerly side of parcel in and to the use of the drainage ditch in Parcel 6 as set forth on the survey.

   b) Drainage ditch situated along Northerly property line and rights of other parties to use that ditch.

   c) Fence encroachments into neighboring property along the Westerly and Northerly sides of lot.

   d) Brick fence encroachment into Wild Orange Drive.

3. Oil, Gas and Mineral Lease by and between Wayne E. Connor, a widower individually and D.B.A. Indian River Ranch, Inc., lessor, and Tide Water Associated Oil Company, lessee, recorded September 15, 1944 in Deed Book 311, Page 67, Public Records of Volusia County, Florida. As to all Parcels without right of entry pursuant to marketable record title act.

4. Mineral Right and Royalty Transfer by and between Wayne E. Conner, a widower, individually for himself and as agent of Indian River Ranch, Inc. to Richard Smith recorded May 17, 1947 in Deed Book 363, Page 404; Mineral Right and Royalty Transfer by and between Richard Smith and Marian W. Smith, his wife to James A. Dorsey recorded June 10, 1947 in Deed Book 365, Page 60; Mineral Right and Royalty Transfer by and between James A. Dorsey and wife, Louise T. Dorsey to R. J. Fuller recorded July 9, 1947 in Deed Book 365, Page 274 and re-recorded August 6, 1947 in Deed Book 365, Page 552; Mineral Right and Royalty Transfer by and between James A. Dorsey and wife, Louise T. Dorsey to H. J. Strief recorded July 9, 1947 in Deed Book 365, Page 270 and re-recorded August 6, 1947 in Deed Book 365, Page 550; Mineral Right and Royalty Transfer by and between James A. Dorsey and wife, Louise T. Dorsey to Neill Masterson, Jr. recorded May 17, 1948 in Deed Book 383, Page 599, Public Records of Volusia County, Florida. As to all Parcels. All without right of entry pursuant to marketable record title act.

5. Ordinance No. 105-89 recorded December 17, 1991 in Official Records Book 3714, Page 442, Public Records of Volusia County, Florida. As to Parcel 2 and 3.

Fidelity National Title
Insurance Company

FNTIC No.: CD[redacted]
Agent ID: FL-2357
Agent File No. 5343-30 and 33
Policy Jacket No. 2710609-74090416

6. Rights of Dolores Bigaj (Parcel 2) and Jack D. MacArthur and Margaret Fern MacArthur (Parcels 3-6) to remain in possession under terms and conditions of the addendum to the purchase and sale agreement.

THE TELEPHONE NUMBER TO PRESENT INQUIRIES OR OBTAIN INFORMATION ABOUT COVERAGE AND TO PROVIDE ASSISTANCE IS 1-800-669-7450.

EXHIBIT C

Fidelity National Title
Insurance Company

Ownership and Encumbrance Report

FNTIC File No: CD08-113660
Agent File No: 5343-35

CC /CC

June 16, 2008

Agent Name: Pohl & Short, P.A., Legal Department
280 West Canton Avenue, Ste. 410
Winter Park, FL 32790-

Attn: Robert MacDonald

Re: 5343-35
Search From: July 2, 2007 To: June 15, 2008 at 5:00 P.M.
In the Public Records of: Volusia

Owner of Record: CORONADO LAND INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY
By Virtue of: Warranty Deeds recorded in Official Records Book 6086, Page 4746 and Official Records Book 6086, Page 4750, Public Records of Volusia County, Florida.

Legal Description:

See Attached Exhibit 'A'

Mortgage Information:

	Instrument Type	Book Type	Recorded In Book No.	Page
1.	None			

Judgment and Lien Information:

	Instrument Type	Book Type	Recorded In Book No.	Page
1.	None			

Informational:

1. Oil, Gas and Mineral Lease by and between Wayne E. Connor, a widower individually and D.B.A. Indian River Ranch, Inc., lessor, and Tide Water Associated Oil Company, lessee, recorded September 15, 1944 in Deed Book 311, Page 67, Public Records of Volusia County, Florida. As to all Parcels.

2. Mineral Right and Royalty Transfer by and between Wayne E. Conner, a widower, individually for himself and as agent of Indian River Ranch, Inc. to Richard Smith recorded May 17, 1947 in Deed Book 363, Page 404; Mineral Right and Royalty Transfer by and between Richard Smith and Marian W. Smith, his wife to James A. Dorsey recorded June 10, 1947 in Deed Book 365, Page 60; Mineral

Fidelity National Title
Insurance Company

Ownership and Encumbrance Report

FNTIC File No: CD08-113660
Agent File No: 5343-35

Right and Royalty Transfer by and between James A. Dorsey and wife, Louise T. Dorsey to R. J. Fuller recorded July 9, 1947 in Deed Book 365, Page 274 and re-recorded August 6, 1947 in Deed Book 365, Page 552; Mineral Right and Royalty Transfer by and between James A. Dorsey and wife, Louise T. Dorsey to H. J. Strief recorded July 9, 1947 in Deed Book 365, Page 270 and re-recorded August 6, 1947 in Deed Book 365, Page 550; Mineral Right and Royalty Transfer by and between James A. Dorsey and wife, Louise T. Dorsey to Neill Masterson, Jr. recorded May 17, 1948 in Deed Book 383, Page 599, Public Records of Volusia County, Florida. As to all Parcels.

3. Ordinance No. 105-89 recorded December 17, 1991 in Official Records Book 3714, Page 442, Public Records of Volusia County, Florida. As to Parcel 2 and 3.

4. Rights of Dolores Bigaj (Parcel 2) and Jack D. MacArthur and Margaret Fern MacArthur (Parcels 3-6) to remain in possession under terms and conditions of the purchase and sale agreement.

NOTE: 2007 Taxes are paid under Tax Parcel No. 734307010030; 2007 Gross amount being $544.49. As to Parcel 1.
NOTE: 2007 Taxes are paid under Tax Parcel No. [redacted] 2007 Gross amount being $925.66. As to Parcel 2.
NOTE: 2007 Taxes are paid under Tax Parcel No. [redacted] 2007 Gross amount being $2,724.82. As to Parcel 3.
NOTE: 2007 Taxes are paid under Tax Parcel No. [redacted] 2007 Gross amount being $1,038.68. As to Parcel 4.
NOTE: 2007 Taxes are paid under Tax Parcel No. [redacted] 2007 Gross amount being $1,480.11. As to Parcel 5.

The above-captioned property has been searched only by the above description and by no other description or name. This report purposely omits restrictions, easements, subdivision agreements and any reference to mortgages, judgments and/or liens which appear to be satisfied of record or have expired pursuant to Florida Statues.

This report does not reflect those documents, if any, which may have been recorded prior (other than an assumed mortgage) or subsequent to the time period covered herein and which may disclose the possible existence of encumbrances, liens, rights, interests or other matters which may affect the subject property.

This company, in issuing this certificate, expressly disclaims any liability for the validity of any document or proceeding appearing in the public records and which constitutes a part of the chain of title. This certificate does not directly or indirectly set forth or imply any opinion, warranty, guarantee, insurance, or other similar assurance as to the status of title. This Company expressly disclaims any liability for loss or damage resulting from reliance on this certificate in excess of the fee paid to FIDELITY NATIONAL TITLE INSURANCE COMPANY or $1,000.00, whichever is less.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Carma Cornett

BY: _____

Instrument# 2010-066784 # 28
Book: 6465
Page: 3191

Fidelity National Title
Insurance Company

Ownership and Encumbrance Report

FNTIC File No: CD08-113660
Agent File No: 5343-35

EXHIBIT 'A'

Parcel 1:

Begin at the intersection of the West line of Lot 30, subdivision of NAPIER and North part of HULL GRANT and the South right of way line of State Road 44; thence along said road line North 88 degrees 34 minutes 48 seconds East, 117.00 feet to the Point of Beginning; thence along said road line 200 feet to a point; thence South 29 degrees 47 minutes 12 seconds East 200 feet to a point; thence South 88 degrees 34 minutes 48 seconds West 200 feet to a point; thence in a straight line to the Point of Beginning 200 feet, being Lots 3 and 4, Block 1, HAMMOCK GARDENS, UNRECORDED PLAT of Lot 30 South of Highway 44 and of Lot 43 Block 14 of NAPIER and the North part of Hull Grants, per Map Book 2, Page 42, Public Records of Volusia County, Florida.

Parcel 2:

A part of Block 14, South of State Road #40 according to the plat of NAPIER and HULL GRANTS, Volusia County, Florida, as follows, to-wit: Commencing at the intersection of the Westerly line of Lot 30 with the South right-of-way line of State Road #40; thence running Easterly and binding on the South right-of-way line of State Road #40 a distance of 417 feet to a point which is the Point of Beginning of this description; thence continuing Easterly and binding on the South right-of-way line of State Road #40 a distance of 54.58 feet to a point which is the intersection with the West line of Wild Orange Drive, a 50 foot road way; thence South 29 degrees 47 minutes 12 seconds East a distance of 200 feet to a point on the West line of Wild Orange Drive; thence Westerly and parallel to the South right-of-way line of State Road #40 a distance of 54.58 feet to a point; thence Northerly and parallel to the West line of Wild Orange Drive a distance of 200 feet to the Point of Beginning of this description. (Also known and described as Lot 1, Block 1, of HAMMOCK GARDENS, an unrecorded subdivision).

And

Begin at the intersection of the West line, Lot 30, Subdivision of NAPIER and North part of HULL GRANT and the South right-of-way line of State Road No. 40; thence North 88 degrees 34 minutes 48 seconds East along said South right-of-way line 317 feet for the Point of Beginning; thence North 88 degrees 47 minutes 12 seconds East 100 feet; thence South 29 degrees 47 minutes 12 seconds East 200 feet; thence South 88 degrees 47 minutes 12 seconds West 100 feet; thence North 29 degrees 47 minutes 12 seconds West 200 feet to the Point of Beginning; being parts of Lots 30 and 43, said Subdivision of NAPIER and North part of HULL GRANTS, according to the map recorded in Map Book "M", Page 688, Public Records of Volusia County, Florida.

Parcel 3:

Fidelity National Title
Insurance Company

Ownership and Encumbrance Report

FNTIC File No: CD08-113660
Agent File No: 5343-35

A part of Block 14, South of State Road #40 according to the plat of NAPIER and HULL GRANTS, Volusia County, Florida, as follows, to-wit: Commencing at the intersection of the Westerly line of Lot 30 in said Block 14 with the South right-of-way line of State Road #40; thence running Easterly and binding on the South right-of-way line of State Road #40 a distance of 471.58 feet more or less to the intersection with the West line of Wild Orange Drive, a 50 foot road way; thence South 29 degrees 47 minutes 12 seconds East along said West line of Wild Orange Drive a distance of 200 feet to a point which is the Point of Beginning of this description; thence continuing along said road line 172 feet to a point; thence Westerly and at right angles a distance of 200 feet to a point; thence Northerly and at right angles a distance of approximately 280 feet to a point which is 200 feet South 29 degrees 47 minutes 12 seconds East from the South right-of-way line of State Road #40, thence in a straight line and parallel to State Road #40 to the Point of Beginning of this description. (Also known and described as Lots 101, 102 and 103, Block 1, of HAMMOCK GARDENS, an unrecorded subdivision.)

Parcel 4:

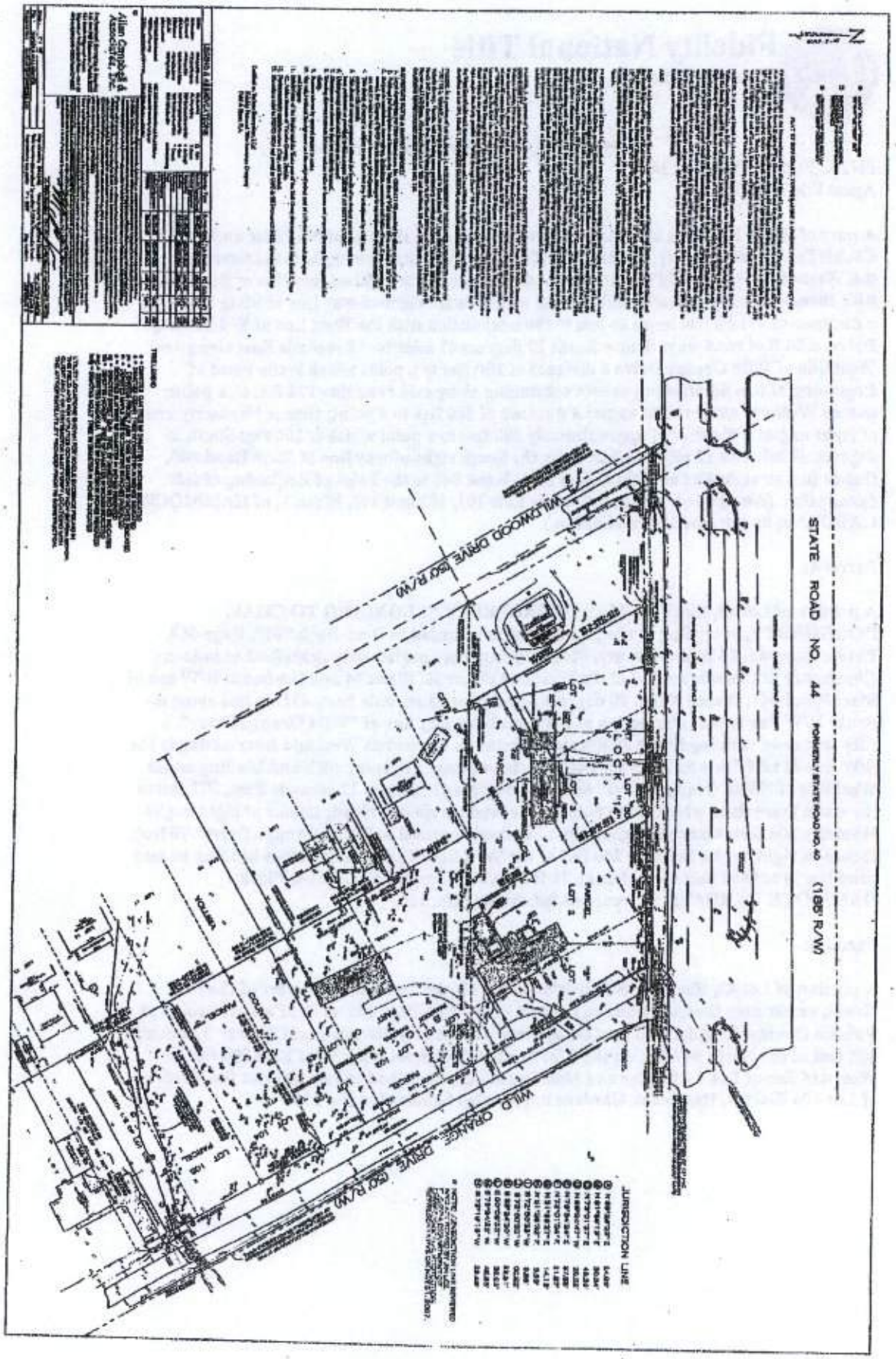
A portion of Lot 43, Block 14, MAP OF PROPERTY BELONGING TO CHAS. DOUGHERTY, according to the plat thereof as recorded in Deed Book "M", Page 688, Public Records of Volusia County, Florida being more particularly described as follows: Commence at the intersection of the West line of Lot 30, Block 14 and the South R/W line of State Road #44; thence North 88 degrees 34 minutes 48 seconds East, 471.58 feet along the South R/W line to the intersection of the West boundary line of "Wild Orange Drive", a fifty foot road running North 29 degrees 47 minutes 12 seconds West and intersecting in the S/W line of said State Road at the point as stated; thence running with and binding on the West line of "Wild Orange Drive" South 29 degrees 47 minutes 12 seconds East, 372 feet to the stake there fixed which is the point of the land herein described; thence at right angles Westerly 200 feet; thence at right angles Southerly parallel to "Wild Orange Drive" 70 feet; thence at right angles Easterly 200 feet to the West line of said road; thence binding on said road North to the Point of Beginning 70 feet. Also described as Lot 104, Block 1, HAMMOCK GARDENS, unrecorded Subdivision No. 116.

Parcel 5:

A portion of Lot 43, Block 14, Subdivision of the Napier and the North part of the Hull Grant, as per map thereof recorded in Deed Book "M", Page 688, of the Public Records of Volusia County, Florida, said part being more particularly described as follows: The South 105 feet of the North 547 feet on the East line South of State Road 40 of East 200 feet of West 415 feet of Lot 43, Napier and Hull Grant, also described as Lot 105 and the North ½ of Lot 106 Block 1, Hammock Gardens unrecorded Subdivision No. 116.

Best Available Image

Instrument# 2010-066784 # 30
Book: 6465
Page: 3193



Instrument# 2010-066784 # 31
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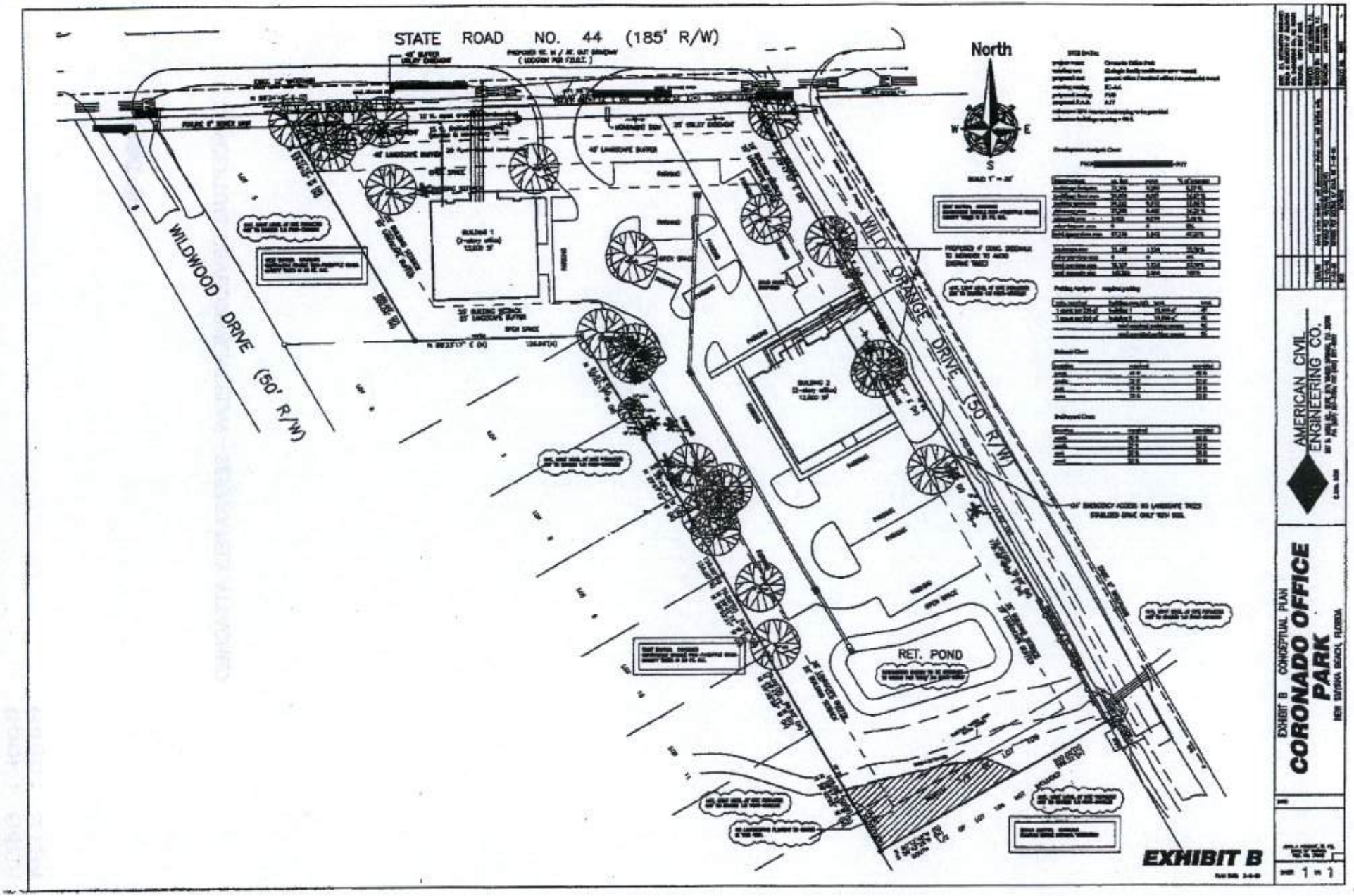
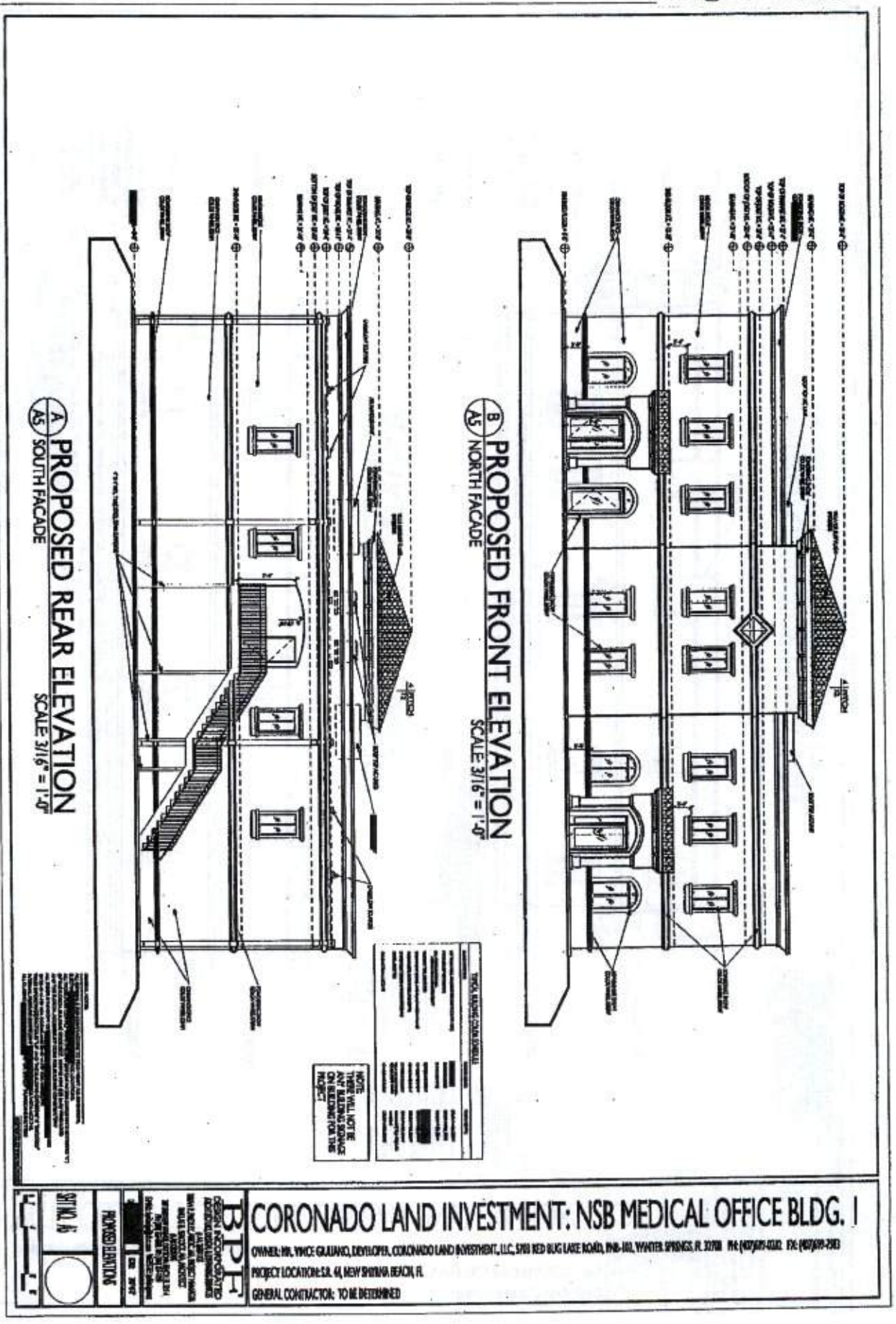
EXHIBIT "B"

CONCEPTUAL DEVELOPMENT PLAN – SEPARATELY ATTACHED

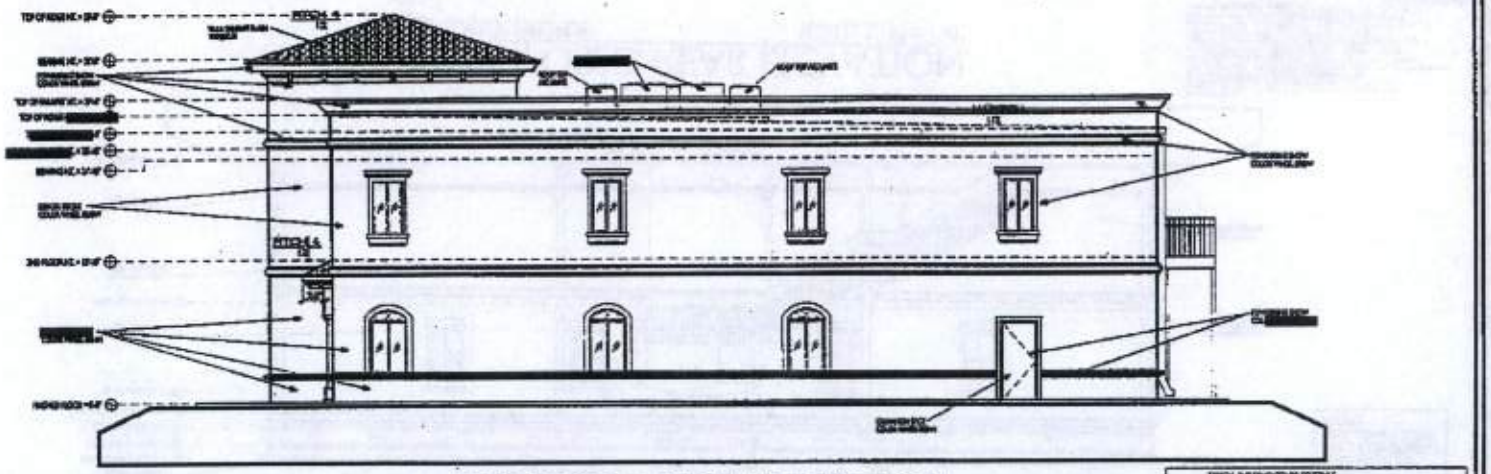
Instrument# 2010-066784 # 32
Book: 6465
Page: 3195



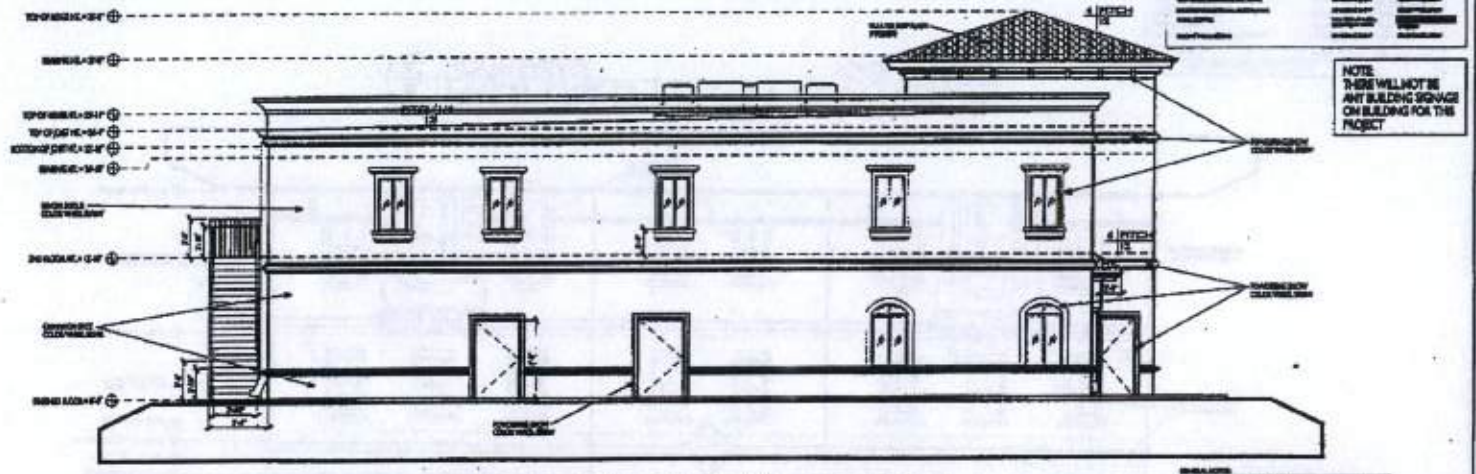
Instrument# 2010-066784 # 33
Book: 6465
Page: 3196



Instrument# 2010-066784 # 34
Book: 6465
Page: 3197



B / A6 PROPOSED SIDE ELEVATION
WEST FACADE
SCALE: 3/16" = 1'-0"



A / A6 PROPOSED SIDE ELEVATION
EAST FACADE
SCALE: 3/16" = 1'-0"

NOTE:
THERE WILL NOT BE ANY BUILDING SIGNAGE ON BUILDING FOR THIS PROJECT

CORONADO LAND INVESTMENT: NSB MEDICAL OFFICE BLDG. 1

BPF
DESIGN INCORPORATED

PROPOSED ELEVATIONS

SHT NO. A6

..\Bldg.1\cad_95\elev.DGN Nov. 13, 2008 07:51:48

EXHIBIT "C"

DIMENSIONAL & PHYSICAL SITE REQUIREMENTS OF PROPERTY

TABLE OF DIMENSIONAL & PHYSICAL SITE REQUIREMENTS OF PROPERTY

Project Name:	Coronado Office Park
Existing Land Use:	Two (2) single family residencies, now vacant
Proposed Land Use:	General office, medical office, commercial, retail
Existing Zoning:	R1-AA
Proposed Zoning:	PUD
Proposed F.A.R.:	0.17

DEVELOPMENT ANALYSIS CHARTS

Proposed Conditions at Build-Out

Improvement	Sq. Feet	Acres	% of Property
Buildings Footprint	12,206	0.280	11.35%
Buildings Floor Area	24,000	0..551	22.32%
Parking Space Area	19,720	0.372	15.10%
Driveway Area	23,093	0.465	18.82%
Sidewalk Area	3,455	0.079	3.21%
Other Impervious Area	0	0	0
Total Impervious Area	58,504	1.197	41.12%
Landscaped Area	83,779	1.923	58.88%
Other Pervious Area	0	0	0
Total Pervious Area	83,779	1.923	58.88%
Total Property Size	142,283	3.266	100.00%

Minimum Building Spacing	50-Feet

Parking Analysis – Required Parking

Criteria	Site	Sq. Feet	#Spaces
1 Parking Space per 250 SF	Building 1	12,000	48
1 Parking Space per 250 SF	Building 2	12,000	48
Total Required Parking Spaces			96
Total Provided Parking Spaces			99

Setback Chart

Location	Required	Provided
SR-44	65-feet	65-feet
South	25-feet	25-feet
East	25-feet	25-feet
West	25-feet	25-feet

Bufferyard Chart

Location	Required	Provided
SR-44	35-feet	35-feet*
South	25-feet	25-feet
East	25-feet	25-feet
West	25-feet	25-feet

(*) First 10-feet easement only.

EXHIBIT "D"

NAMES AND ADDRESSES OF PROPERTY OWNERS WITHIN 150 FEET OF PROPERTY

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Adjacent Property Owners (within 150 feet of Subject Site)

Parcel I.D.	Owner Name	Property Location	Owner Address
43-17-33-06-00-0064	New Smyrna Beach Acquisition LLC	SR 44 New Smyrna Beach, FL 32168	411 Commercial Court, Suite E Venice, FL 34292
43-17-33-06-00-0061	New Smyrna Beach Acquisition LLC	SR 44 New Smyrna Beach, FL 32168	411 Commercial Court, Suite E Venice, FL 34292
43-17-33-06-00-0230	Colony Park LLC	SR 44 New Smyrna Beach, FL 32168	411 Commercial Court, Suite E Venice, FL 34292
43-17-33-06-00-0292	Village Acquisitions LLC	Canal Street New Smyrna Beach, FL 32168	P.O. Box 1685 New Smyrna Beach, FL 32170
43-17-33-07-01-0050	Vivian Russell	151 Wildwood Drive New Smyrna Beach, FL 32168	1135 South SR 415 New Smyrna Beach, FL 32168
43-17-33-06-00-0446	Anthony H. McConnell Elizabeth J. Giardina	290 Wildwood Drive New Smyrna Beach, FL 32168	290 Wildwood Drive New Smyrna Beach, FL 32168
43-17-33-06-00-0444	Roger W. Banks Debra E. Banks	298 Wildwood Drive New Smyrna Beach, FL 32168	298 Wildwood Drive New Smyrna Beach, FL 32168
43-17-33-07-01-0060	Lionel W. McGill Shirley R. McGill	235 Wildwood Drive New Smyrna Beach, FL 32168	200 Conova Street New Smyrna Beach, FL 32168
43-17-33-07-01-0080	Jason Greene	251 Wildwood Drive New Smyrna Beach, FL 32168	251 Wildwood Drive New Smyrna Beach, FL 32168
43-17-33-07-01-0100	Richard L. Collison	Wildwood Drive New Smyrna Beach, FL 32168	635 Yupon Avenue New Smyrna Beach, FL 32169
43-17-33[redacted]	James E. McKenzie Connie L. McKenzie	293 Wildwood Drive New Smyrna Beach, FL 32168	293 Wildwood Drive New Smyrna Beach, FL 32168
43-17-33[redacted]	Donald R. Holmes Lamie M. Holmes	323 Wildwood Drive New Smyrna Beach, FL 32168	323 Wildwood Drive New Smyrna Beach, FL 32168
43-17-33[redacted]	Steven R. Jones Traci Jean Jones	310 S. Wild Orange Drive New Smyrna Beach, FL 32168	310 S. Wild Orange Drive New Smyrna Beach, FL 32168
43-17-33[redacted]	Peter R. Minelga Leonida Minelga	320 S. Wild Orange Drive New Smyrna Beach, FL 32168	320 S. Wild Orange Drive New Smyrna Beach, FL 32168
43-17-33[redacted]	Robert Beitzel Vicki Beitzel	330 S. Wild Orange Drive New Smyrna Beach, FL 32168	4371 Old Seale Hwy. Seale, AL 36875
43-17-33[redacted]	Jerry C. Sapp, Jr. Dolores W. Sapp	Canal Street New Smyrna Beach, FL 32168	613 Timberlane New Smyrna Beach, FL 32168
43-17-33[redacted]	Jerry C. Sapp, Jr. Dolores W. Sapp	Canal Street New Smyrna Beach, FL 32168	613 Timberlane New Smyrna Beach, FL 32168

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Parcel I.D.	Owner Name	Property Location	Owner Address
43-17-33-07-02-0070	PP&P Property Investing Inc.	S. Wild Orange Drive New Smyrna Beach, FL 32168	242 W. Pine Avenue New Smyrna Beach, FL 32168
43-17-33-07-02-0080	PP&P Property Investing Inc.	S. Wild Orange Drive New Smyrna Beach, FL 32168	242 W. Pine Avenue New Smyrna Beach, FL 32168
43-17-33-07-02-0100	Mark D. Ledford	309 S. Wild Orange Drive New Smyrna Beach, FL 32168	309 S. Wild Orange Drive New Smyrna Beach, FL 32168
43-17-33-07-02-0120	Mark D. Black	323 S. Wild Orange Drive New Smyrna Beach, FL 32168	P.O. Box 207 Edgewater, FL 32132

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Instrument# 2010-066784 # 41
Book: 6465
Page: 3204

EXHIBIT "E"

LETTER FROM TRAFFIC ENGINEER

LETTER FROM TRANSIT SERVICE

Instrument# 2010-066784 # 42
Book: 6465
Page: 3205

Traf Tech
ENGINEERING, INC.

Mr. Victor A. Lopiccolo
Contracts & Permits Coordinator
DeLand Operations – Florida DOT
1650 North Kepler Road
DeLand, Florida 32724

November 5, 2007

Re: **SR 44 Access for Proposed Medical Office PUD, New Smyrna Beach, Florida**

Dear Mr. Lopiccolo:

The purpose of this letter is to summarize the results of our meeting held on Tuesday, October 30, 2007 in connection with the proposed access driveway off of SR 44 for the proposed Medical Office PUD project. The subject development is to be located on the south side of SR 44, between Wildwood Drive and Wild Orange Drive, in the City of New Smyrna Beach, Florida. Present at the meeting were the following individuals:

Mr. Victor Lopiccolo – Contracts and Permits Coordinator for FDOT District Five
Mr. Chad Lingenfelter – Chief Planner for New Smyrna Beach
Mr. Vincent Giuliano – Coronado Investments
Mr. Ralph Giuliano – Coronado Investments
Mr. Joaquin Vargas – Traf Tech Engineering, Inc. (Project Traffic Engineer)

The purpose of the meeting was to discuss the proposed access for the project. Specifically, discussions regarding the driveway location and the need for a separate right-turn lane were held. The following decisions were reached during the meeting between the attending parties:

- The proposed driveway will be restricted to right-turns in/right-turns out movements. That is, no left turns will be permitted at the proposed project driveway.

- Due to the low number of new trips anticipated to be generated by the proposed Medical Office PUD project, an eastbound right-turn lane is not warranted. However, in order to maintain adequate safety along SR 44, and given the existing taper for eastbound traveling motorist that are turning right onto Wild Orange Drive, the following design considerations should be implemented as part of the driveway construction:

  - The driveway should be located approximately 130 feet west of Wild Orange Drive.

  - Take advantage of the existing eastbound taper in order to provide deceleration opportunities to future patrons of the subject medical-office development.

8400 North University Drive, Suite 202, Tamarac, Florida 33321
Tel: (954) 582-0988 Fax: (954) 582-0989 E-mail: joaquin@traftech.biz

- In order to maintain adequate safety along SR 44, provide a 50-foot turning radii for eastbound traveling vehicles that are turning right from SR 44 onto the medical office development. The 50-foot dimension is the optimum radii for right-turning-vehicle purposes (typical radii range from 25 feet to 50 feet).

I trust the above information is an accurate representation of the discussions and decisions held during the October 30th meeting. Please give me a call if you have any comments relative to the information presented herein.

Sincerely,

TRAF TECH ENGINEERING, INC.

Joaquin E. Vargas, P.E., PTOE
Senior Transportation Engineer

Copies to: Chad T. Lingenfelter, AICP (Chief Planner for New Smyrna Beach)
Vincent Giuliano (Coronado Investments)
Ralph Giuliano (Coronado Investments)

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Book: 6465
Page: 3207

Traf Tech
ENGINEERING, INC.

June 11, 2008

Mr. Vincent Giuliano
Coronado Investments

Re: **SR 44 & Wild Orange Medical Office PUD – Traffic Study**

Dear Vincent:

In response to the three traffic-related comments provided by the City of New Smyrna Beach in connection with the SR 44 & Wild Orange Medical Office PUD, we offer the following clarifications:

Pages 14 and 15 - Distance to Jungle Road/Hidden Pines
The project site is located approximately 1400 feet west of Jungle Road/Hidden Pines, which is just over 0.25 miles. The purpose of this statement was to indicate that the intersection of Jungle Road/Hidden Pines is outside of the influence area of the subject project. If the radius of development influence for this project is 0.5 miles as opposed to 0.25 miles, the conclusions reached do not change because the intersection of SR 44 and Jungle Road/Hidden Pines was evaluated in the traffic study.

Page 16 – Bullet Addressing Access on Wild Orange Drive
The third bullet on Page 16 is no longer applicable since the access for the project was changed based on the results of a meeting held with the FDOT.

Page 16 – Northbound Approach of SR 44/Wild Orange Drive Intersection
The recommended improvement on Wild Orange Drive (construct a separate northbound left-turn lane) is no longer needed since the access will be off of SR 44.

Please give me a call if you or the City has any questions or comments.

Sincerely,

TRAF TECH ENGINEERING, INC.

Joaquin E. Vargas, P.E.
Senior Transportation Engineer

8400 North University Drive, Suite 202, Tamarac, Florida 33321
Tel: (954) 582-0988 Fax: (954) 582-0989 E-mail: joaquin@traftech.biz

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Page: 3208

Votran
We drive a great bargain

June 11, 2008

Dr. Vincent Guiliano
Coronado Land Investments, LLC
5703 Red Bug Lake Rd., PMB-102
Winter Springs, Florida 32708

Dear Dr. Guiliano:

In response to your e-mil request of June 9, we provide the following information, regarding bus service to 2310 Canal Street, New Smyrna Beach, Florida.

1. Votran, the public [redacted] or Volusia County, does not provide service to this address. Service is currently terminated at SR 44 and Wallace Rd., approximately 1.1 miles east of the address.
2. Volusia Count is currently assessing its service capacity for possible reductions in service, due to [redacted]ed revenue reductions. Service expansion in not expected in the near term.

I hope this provides you with the information you require. If you have any questions or concerns please let me know at rdavenport@co.volusia.fl.us .

Sincerely,

Robert E. Davenport
Customer Service Manager

Cc: Heather Blanck, [redacted] General Manager

950 BIG TREE ROAD — SOUTH DAYTONA, FLORIDA 32119-8815
(386) 756-7496 — FAX (386) 756-7487
A service of Volusia County Government

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Book: 6465
Page: 3209

Traf Tech
ENGINEERING, INC.

November 15, 2008

Mr. Vincent Giuliano
Coronado Investments

Re: **SR 44 & Wild Orange Medical Office PUD – Additional Traffic Analyses**

Dear Vincent:

In response to the three traffic-related comments provided by the City of New Smyrna Beach in connection with the SR 44 & Wild Orange Medical Office PUD, we offer the following responses:

New Impacts on SR 44 Based on New Access Plan

The previous full access driveway on Wild Orange Drive has been moved to SR 44. The new SR 44 access driveway will be restricted to right-turns in/right-turns out. Hence, vehicles arriving from the east will continue past the project, execute a west-to-east U-turn at Wildwood Drive in order to access the project site. Similarly, vehicles exiting the project that wish to head west on SR 44 will first be required to head east on SR 44 and execute an east-to-west U-turn at Jungle Road/Hidden Pines Boulevard. (Due to the close proximity of the project driveway from Wild Orange Drive, all exiting vehicles were assumed to continue east past Wild Orange Drive. That is, no east-to-west U-turns were assumed at the intersection of SR 44 and Wild Orange Drive). The new project trip distribution is graphically depicted in the revised Figure 4 – Project Traffic Assignment for the PM peak hour. Table 1 below shows the revised project impacts on SR 44 based on the new access plan.

TABLE 1
Project Impacts on SR 44
Medical Office PUD

Roadway Segment	Project Trips – PM Peak Hour
West of Glencoe Road	22
Glencoe Road to Colony Park Road	33
Colony Park Road to Project Site	61
Project Site to Jungle Road/Hidden Pines	99
East of Jungle Road /Hidden Pines	42

Source: Traf Tech Engineering, Inc.

Based on the information contained in Table 1, the average project impacts, east and west of the project site, are 71 and 39 peak hour trips, respectively.

8400 North University Drive, Suite 202, Tamarac, Florida 33321
Tel: (954) 582-0988 Fax: (954) 582-0989 E-mail: joequin@traftech.biz

SR 44 and Jungle Road/Hidden Pines Boulevard

With the new access plan, additional project trips will impact the intersection of SR 44 and Jungle Road/Hidden Pines Boulevard (specifically, an additional 24 east-to-west U-turning vehicles). The subject intersection was re-analyzed with the new impacts and the intersection, as a whole, is projected to operate at level of service "D", which is acceptable. The revised future volume spreadsheet, capacity analysis, and overall level of service for the subject intersection are attached.

SR 44 and Glencoe Road Proportionate Share Analysis

Based on the results of the capacity/level of service analyses conducted for the intersection of SR 44 and Glencoe Road, the proposed project, on average, is adding approximately 0.6 seconds of additional delay to the eastbound and westbound left-turning movements. The eastbound and westbound through and right-turn movements are free-flowing and therefore, no delay is experienced by these movements. The 0.6 seconds of delay is associated with three (3) westbound left-turning vehicles, or 0.2 seconds per vehicle. Since the northbound and southbound approaches are operating at a poor level of service and a high volume-to-capacity ratio, the capacity software does not produce delays for these approaches. In order to determine the delay caused by this project to the north and south approaches, the three project trips (one northbound right and two southbound lefts) were assumed to also have approximately 0.2 seconds per vehicle of additional delay, for a total of 0.6 seconds for the Glencoe Road approaches. Therefore, the proposed project is anticipated to increase delay be 1.6 seconds (0.6 + 0.6), say 2 seconds, at the intersection of SR 44 and Glencoe Road.

The SR 44 and Glencoe Road analyses are also attached to this letter report. Please give me a call if you have any questions.

Sincerely,

TRAF TECH ENGINEERING, INC.

Joaquin E. Vargas, P.E.
Senior Transportation Engineer

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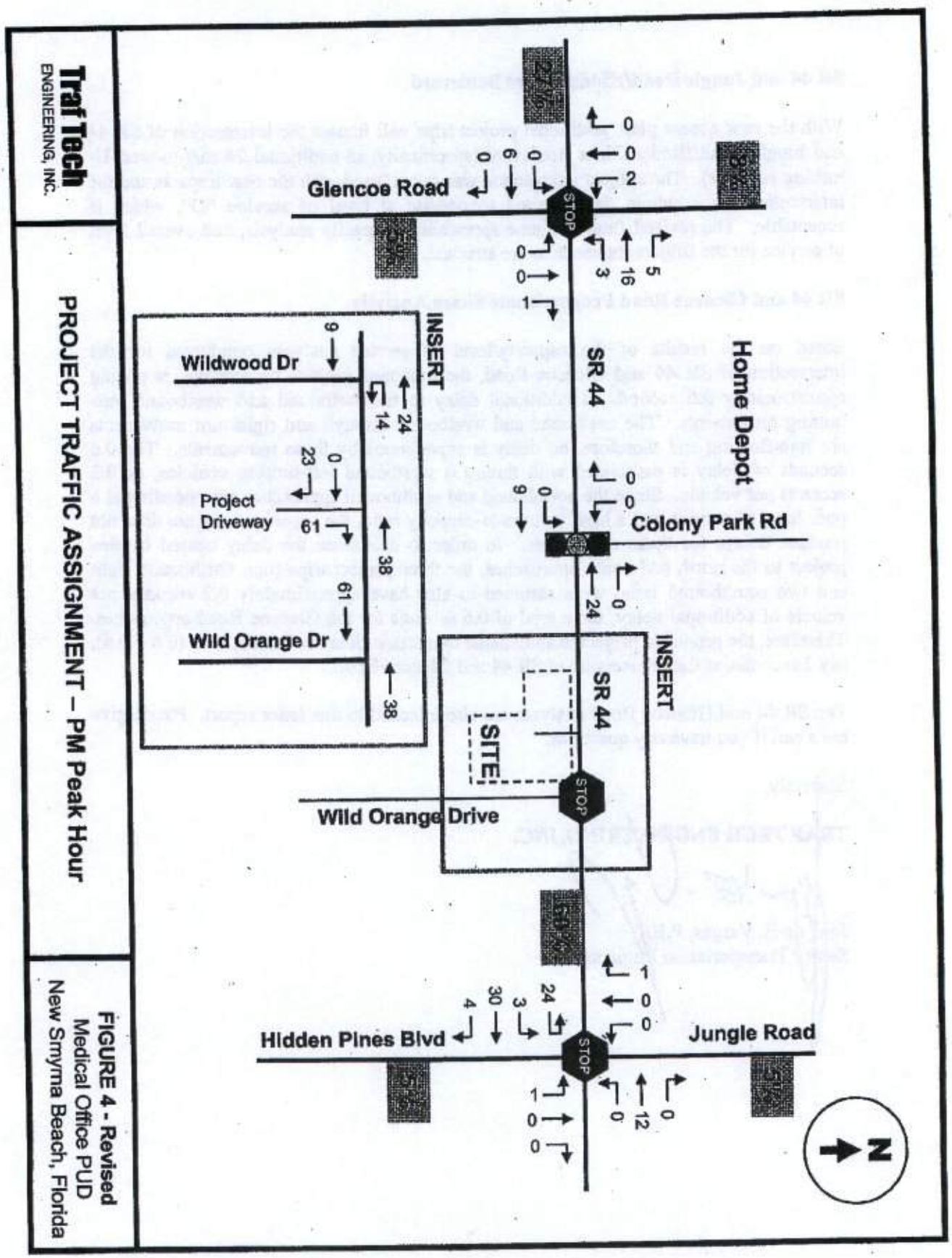

FUTURE TURNING MOVEMENT VOLUME ANALYSIS

SR 44 and Jungle Road
PM Peak Hour Analysis

Description	Hidden Pines Blvd Northbound			Jungle Road Southbound			SR 44 Eastbound			SR 44 Westbound		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right
2007 Existing Traffic	19	5	44	1	1	33	45	959	47	34	1,001	5
Season Adjustment Factor	1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10
2007 Peak Season Traffic	21	6	48	1	1	36	50	1,055	52	37	1,101	6
Annual Growth Rate	2.4%	2.4%	2.4%	2.4%	2.4%	2.4%	2.4%	2.4%	2.4%	2.4%	2.4%	2.4%
2008 Growth Traffic	21	6	50	1	1	37	51	1,080	53	38	1,128	6
Committed Traffic								241			161	
Home Depot Traffic								15			0	
Timberlane Retail	4					4	4	40	5		38	
Village Square								39			31	
2008 Background Traffic	25	6	50	1	1	41	55	1,415	58	38	1,358	6
Project Traffic	1					1	27	30	4		12	
2008 Total Traffic	26	6	50	1	1	42	82	1,445	62	38	1,370	6

NOTE: Home Depot Traffic includes projected traffic, as documented in the Home Depot Traffic Study, minus 2007 traffic counts which reflects some of the Home Depot trips anticipated at buidout.

Movements with Delay	Volume	Delay	Vol x Delay		
Eastbound Left	82	14.8	1,213.6		
Westbound Left	38	15.0	570.0		
Northbound	82	68.0	5,576.0		
Southbound	44	20.3	893.2		
				Average Delay	LOS
Total	246		8,252.8	33.5	D

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TWO-WAY STOP CONTROL SUMMARY

General Information

Analyst	Vargas
Agency/Co.	Traf Tech Engineering, Inc.
Date Performed	8/25/2007
Analysis Time Period	PM Peak Hour

Site Information

Intersection	SR 44/Jungle
Jurisdiction	New Smyrna Beach
Analysis Year	2008 Total w/Project

Project Description

East/West Street: SR 44 | North/South Street: Jungle Road/Hidden Pines

Intersection Orientation: East-West | Study Period (hrs): 0.25

Vehicle Volumes and Adjustments

Major Street	Eastbound			Westbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)	82	1445	62	38	1370	6
Peak-Hour Factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92
Hourly Flow Rate, HFR (veh/h)	89	1570	67	41	1489	6
Percent Heavy Vehicles	0	--	--	0	--	--
Median Type	Raised curb					
RT Channelized			0			0
Lanes	1	2	1	1	2	0
Configuration	L	T	R	L	T	TR
Upstream Signal		0			0	

Minor Street	Northbound			Southbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)	26	6	50	1	1	42
Peak-Hour Factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92
Hourly Flow Rate, HFR (veh/h)	28	6	54	1	1	45
Percent Heavy Vehicles	0	2	0	0	2	0
Percent Grade (%)		0			0	
Flared Approach		N			N	
Storage		0			0	
RT Channelized			0			0
Lanes	1	1	0	0	1	0
Configuration	L		TR		LTR	

Delay, Queue Length, and Level of Service

Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	L	L	L		TR		LTR	
v (veh/h)	89	41	28		60		47	
C (m) (veh/h)	455	401	50		192		282	
v/c	0.20	0.10	0.56		0.31		0.17	
95% queue length	0.72	0.34	2.15		1.27		0.59	
Control Delay (s/veh)	14.8	15.0	145.2		32.1		20.3	
LOS	B	B	F		D		C	

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Approach Delay (s/veh)	--	--	68.0	20.3
Approach LOS	--	--	F	C

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Instrument# 2010-066784 # 52
Book: 6465
Page: 3215

TWO-WAY STOP CONTROL SUMMARY

General Information

Analyst	Varges
Agency/Co.	Traf Tech Engineering, Inc.
Date Performed	8/25/07
Analysis Time Period	PM Peak Hour

Site Information

Intersection	SR 44/Glencoe
Jurisdiction	New Smyrna Beach
Analysis Year	2008 Background

Project Description

East/West Street: SR 44 | North/South Street: Glencoe Road

Intersection Orientation: East-West | Study Period (hrs): 0.25

Vehicle Volumes and Adjustments

Major Street	Eastbound			Westbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)	53	1408	168	158	935	143
Peak-Hour Factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92
Hourly Flow Rate, HFR (veh/h)	57	1530	182	171	1016	155
Percent Heavy Vehicles	2	--	--	2	--	--
Median Type	Raised curb					
RT Channelized			0			0
Lanes	1	2	1	1	2	1
Configuration	L	T	R	L	T	R
Upstream Signal		0			0	

Minor Street	Northbound			Southbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)	69	67	132	86	67	62
Peak-Hour Factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92
Hourly Flow Rate, HFR (veh/h)	74	72	143	93	72	67
Percent Heavy Vehicles	2	2	2	2	2	2
Percent Grade (%)	0			0		
Flared Approach		N			N	
Storage		0			0	
RT Channelized			0			0
Lanes	0	1	0	0	1	0
Configuration		LTR			LTR	

Delay, Queue Length, and Level of Service

Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	L	L		LTR			LTR	
v (veh/h)	57	171		289			232	
C (m) (veh/h)	592	367					0	
v/c	0.10	0.47						
95% queue length	0.32	2.39						
Control Delay (s/veh)	11.7	23.1						
LOS	B	C					F	

Instrument# 2010-066784 # 53
Book: 6465
Page: 3216

Approach Delay (s/veh)	--	--		
Approach LOS	--	--		

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TWO-WAY STOP CONTROL SUMMARY

General Information

Analyst	Vargas
Agency/Co.	Traf Tech Engineering, Inc.
Date Performed	8/25/07
Analysis Time Period	PM Peak Hour

Site Information

Intersection	SR 44/Glencoe
Jurisdiction	New Smyrna Beach
Analysis Year	2008 Total w/Project

Project Description

East/West Street: SR 44 | North/South Street: Glencoe Road

Intersection Orientation: East-West | Study Period (hrs): 0.25

Vehicle Volumes and Adjustments

Major Street	Eastbound			Westbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)	53	1414	168	161	951	148
Peak-Hour Factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92
Hourly Flow Rate, HFR (veh/h)	57	1536	182	174	1033	160
Percent Heavy Vehicles	2	--	--	2	--	--
Median Type	Raised curb					
RT Channelized			0			0
Lanes	1	2	1	1	2	1
Configuration	L	T	R	L	T	R
Upstream Signal		0			0	

Minor Street	Northbound			Southbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)	69	67	133	88	67	62
Peak-Hour Factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92
Hourly Flow Rate, HFR (veh/h)	74	72	144	95	72	67
Percent Heavy Vehicles	2	2	2	2	2	2
Percent Grade (%)		0			0	
Flared Approach		N			N	
Storage		0			0	
RT Channelized			0			0
Lanes	0	1	0	0	1	0
Configuration		LTR			LTR	

Delay, Queue Length, and Level of Service

Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	L	L		LTR			LTR	
v (veh/h)	57	174		290			234	
C (m) (veh/h)	581	365					0	
v/c	0.10	0.48						
95% queue length	0.32	2.48						
Control Delay (s/veh)	11.9	23.5						
LOS	B	C					F	

Instrument# 2010-066784 # 55
Book: 6465
Page: 3218
Diane M. Matousek
Volusia County, Clerk of Court

Approach Delay (s/veh)	–	--		
Approach LOS	–	--		

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Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 39-25 NSB Medical and Wellness PUD MDA

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 39-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH, FLORIDA, REZONING 3.3± ACRES OF LAND GENERALLY LOCATED ALONG THE SOUTH SIDE OF S.R. 44, BETWEEN WILDWOOD DRIVE AND WILD ORANGE DRIVE FROM PUD (PLANNED UNIT DEVELOPMENT) TO PUD (PLANNED UNIT DEVELOPMENT) ZONING DISTRICT; APPROVING THE NEW SMYRNA BEACH MEDICAL COMPLEX AND WELLNESS CENTER PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE THE NEW SMYRNA BEACH MEDICAL COMPLEX AND WELLNESS CENTER PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT; PROVIDING FOR A PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, applicant, Storch Law Firm, 420 South Nova Road, Daytona Beach, FL 32114, on behalf of property owner, FORT Investment Group LLC, 502 Palmetto Street, New Smyrna Beach, FL 32168, has initiated a request for the rezoning of approximately 3.3± of land currently zoned PUD and subject to the Master Development Agreement Coronado Office Park Planned Unit Development (MDA); and

WHEREAS, New Smyrna Beach Ordinance 1-91, New Smyrna Beach Land Development Regulations, Article V, Zoning Districts, §504.02, Specific Regulations By District, PUD, Planned Unit Development, Procedure for Rezoning to PUD, (4), Review Procedure, (c), City Commission Review, requires that all planned unit developments shall be approved by ordinance in the same manner as required for a rezoning; and

WHEREAS, the Planning and Zoning Board, at its regular scheduled meeting on June 2, 2025, by a vote of 5-0, recommended that the City Commission approve the requested New Smyrna Beach Medical Complex and Wellness Center Planned Unit Development Master Development Agreement, with revisions stating that the stormwater management system design shall conform to New Smyrna Beach's latest and revised development standards; that the project sitework, including the building shell, shall be 100% complete prior to issuance of a certificate of occupancy; that developer shall investigate additional methods to mitigate stormwater issues beyond the minimum standards adopted by New Smyrna Beach; developer shall be responsible for the perpetual maintenance of all site improvements, including stormwater; businesses shall be limited to operating hours of 8am to 5pm, Monday through Friday; and that the site plan shall include a site lighting photometric analysis to minimize site lighting spill past the site's property lines; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to approve the New Smyrna Beach Medical Complex and Wellness Center Planned Unit Development Master Development Agreement, 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 land located in the City of New Smyrna Beach, Volusia County, Florida, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND INCOROPRATED HEREIN;

shall be and the same is hereby rezoned to *Planned Unit Development* zoning district.

SECTION 2: ***Approval of Master Development Plan.*** That the New Smyrna Beach Medical Complex and Wellness Center Planned Unit Development Master Development Agreement more particularly described as:

SEE EXHIBIT "B" ATTACHED HERETO AND INCOROPRATED HEREIN;

is hereby approved.

SECTION 3: ***Authorization.*** That the Mayor is hereby authorized to execute, on behalf of the City of New Smyrna Beach, the New Smyrna Beach Medical Complex and Wellness Center Planned Unit Development Master Development Agreement.

SECTION 4: ***Public Hearing.*** It is hereby found that a quasi-judicial public hearing held by the City Commission to consider adoption of this ordinance on July 22, 2025, in the City Commission Chambers at City Hall, 214 Sams Avenue, New Smyrna Beach, FL, to consider the application in accordance with *Bd. of Cty. Com'rs of Brevard v. Snyder*, 627 So.2d 469 (Fla. 1993) in a manner to insure that all parties are provided an opportunity to be heard, present evidence and cross-examine witnesses, and to be informed of all the facts upon which the Commission's decision is based, after notice published at least 10 days prior to hearing, is deemed to comply with §166.041(3)(a), F.S.

SECTION 5: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 6: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 7: ***Effective Date***. That this ordinance shall become effective upon final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

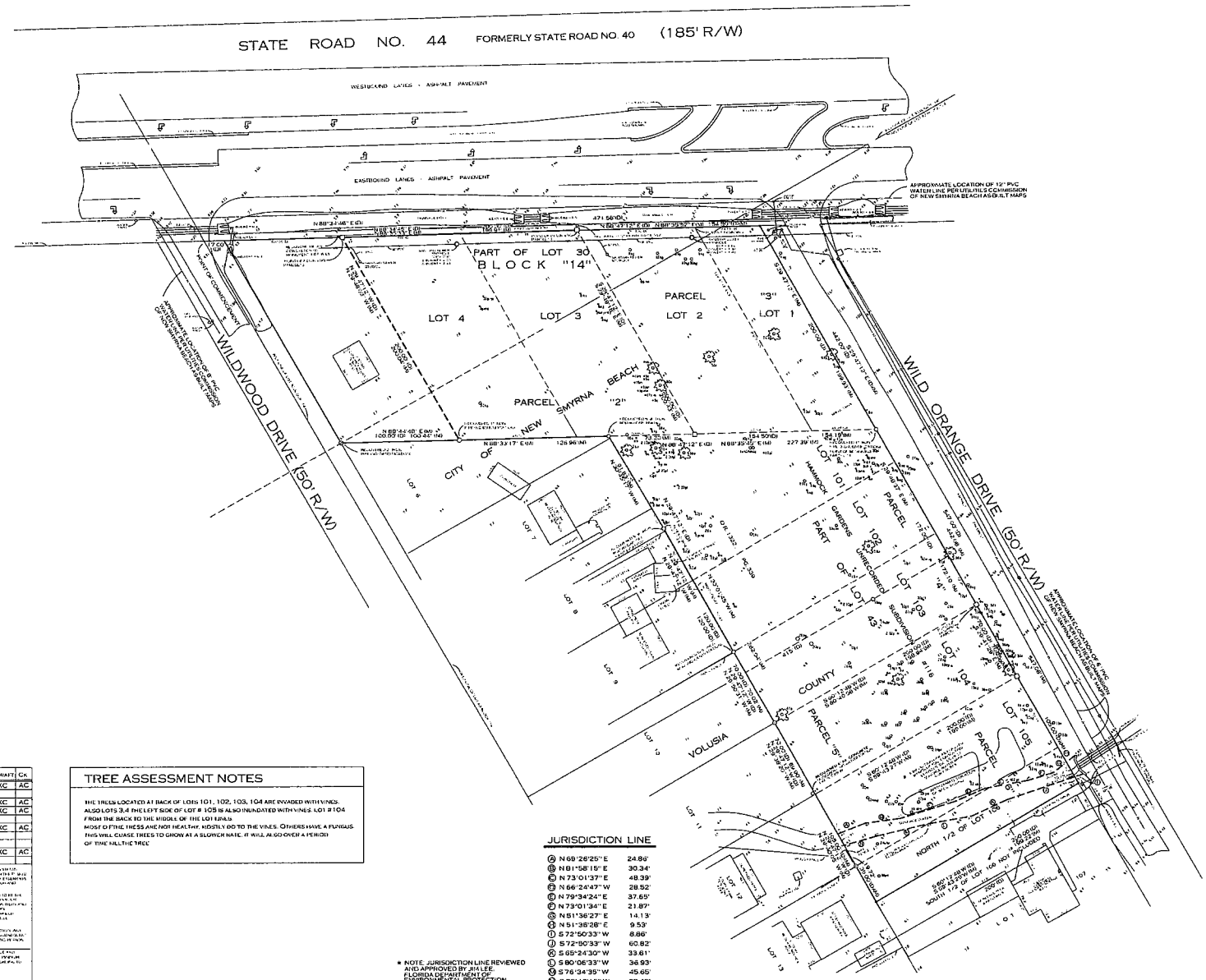
Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 7/1/2025

EXHIBIT "A"

NOTE PROGRESS DRAWING



N

SCALE 1" = 40'

- ⊙ DENOTES 5/8" IRON ROD W/ CAP "LB 7220" SET
- □ DENOTES 4" X 4" CONCRETE MONUMENT AND IDENTIFICATION RECOVERED
- ⊙ DENOTES 5/8" IRON ROD W/ CAP "LB 2569" RECOVERED

TREE LEGEND

- O = DENOTES OAK TREE "W/ APPROX. DIAMETER IN INCHES INDICATED)
- C = DENOTES CEDAR (TYPICAL)
- PA = DENOTES PRICKLY ASH
- M = DENOTES MAPLE
- E = DENOTES ELM
- SG = DENOTES SWEET GUM
- HIC = DENOTES HICKORY
- MAG = DENOTES MAGNOLIA
- HOLLY = DENOTES HOLLY
- ⊙ = DENOTES APPROXIMATE TREE LOCATION
- ⊙ = DENOTES TREE 36" DIAMETER OR LARGER

* UTILITY LOCATIONS SHOWN PER VISIBLE EVIDENCE FOUND IN THE FIELD AND PER UTILITIES COMMISSION OF NEW SMYRNA BEACH CLIENT AND / OR CONTRACTOR MUST VERIFY LOCATIONS WITH THE APPROPRIATE UTILITY PROVIDER PRIOR TO CONSTRUCTION.

LEGEND & ABBREVIATIONS

FITTER	FLOWING CHAMBER	CH. CHAMBER	△ CELL
SUB-MARINE	PERMANENT TOWNER	PL. PLATFORM	R. RAILS
SUBMARINE	PERMANENT	ACCESSORIES/CONCRETE PIPE	C. CAPS
X-CONTACTOR	Q. QUAD MONITOR	CAP CONTACTOR	C. CAPS
OFF PLATFORM	ACCESSORIES	TOW TOWNER	T. TOWNER
MARINE	PERMANENT AIR	CONCRETE	CONCRETE
INSTALLATION		DOT DEPARTMENT OF TRANSPORTATION	
PROPERTY OF DEPARTMENT		BUILDING/SUBMARINE CONCRETE SUPPORT	
PROPERTY OF DEPARTMENT		FLOW TOWNER SPECIFIC CONCRETE	
DEPARTMENT OF TRANSPORTATION		FLOW TOWNER	

SURVEY TYPE	SURVEY DATE	JOB NUMBER	PC	CALC	DRAFT	CK
[illegible]	08-06-21	05-21-007	KC	AC	KC	AC
[illegible]						
[illegible]	08-06-21	05-21-007	KC	AC	KC	AC
[illegible]	08-06-21	05-21-007	KC	AC	KC	AC
[illegible]						
[illegible]	04-30-24	05-21-007	KC	AC	KC	AC
[illegible]						
[illegible]	04-30-24	05-21-007	KC	AC	KC	AC
[illegible]						

© ALLEN CAMPBELL & ASSOCIATES, INC.
PROFESSIONAL SURVEYING & MAPPING

208 NORTH CAUSEWAY
NEW SMYRNA BEACH FL 32169
OFFICE: (386) 428-2215

M. ALLEN CAMPBELL PSM 96178 CERTIFICATE OF AUTHORIZATION #7220

SCALE 1" = 40'
FILE: NAMER & HULL GRANTS
PREPARED FOR: NEW SMYRNA BEACH WELLNESS CENTER

MAP EFFECTIVE: 09/29/2017 THIS PROPERTY IS IN FLOOD ZONE(S) "X"
THIS LOCATION IS DEPICTED BY SCALING FIRM, COMMUNITY PANEL 12 0155 0540 J
MAP NUMBER: 12127 C0540 J

TREE ASSESSMENT NOTES

THE TREES LOCATED AT BACK OF LOTS 101, 102, 103, 104 ARE INVADED WITH VINES. ALSO LOTS 3,4 THE LEFT SIDE OF LOT # 105 IS ALSO INVADATED WITH VINES. LOT # 104 FROM THE BACK TO THE MIDDLE OF THE LOT LINES.
MOST OF THE TREES ARE NOT HEALTHY, MOSTLY DO TO THE VINES. OTHERS HAVE A FUNGUS THIS WILL CLOSE TREES TO GROW AT A SLOWER RATE. IT WILL ALSO OVER A PERIOD OF TIME KILL THE TREE

JURISDICTION LINE

Ⓐ	N 69°26'25" E	24.86'
Ⓑ	N 81°58'15" E	30.34'
Ⓒ	N 73°01'37" E	48.39'
Ⓓ	N 66°24'47" W	28.52'
Ⓔ	N 79°34'24" E	37.65'
Ⓕ	N 73°01'34" E	21.87'
Ⓖ	N 51°36'27" E	14.13'
Ⓗ	N 51°36'28" E	9.53'
Ⓘ	S 72°50'33" W	8.86'
Ⓙ	S 72°50'33" W	60.82'
Ⓚ	S 65°24'30" W	33.61'
Ⓛ	S 80°06'33" W	36.93'
Ⓜ	S 76°34'35" W	45.65'
Ⓝ	S 73°19'15" W	28.49'

* NOTE: JURISDICTION LINE REVIEWED AND APPROVED BY JIM LEE, FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REPRESENTATIVE ON MAY 31, 2007.

Document prepared by:

A. Joseph Posey, Jr., Esq.
Storch Law Firm
420 South Nova Road
Daytona Beach, FL 32114

Return recorded document to:
City of New Smyrna Beach Records Clerk
210 Sams Avenue
New Smyrna Beach, FL 32168

EXHIBIT "B"

NEW SMYRNA BEACH MEDICAL COMPLEX AND WELLNESS CENTER PLANNED UNIT DEVELOPMENT
MASTER DEVELOPMENT AGREEMENT

The CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation located in Volusia County, Florida ("City"), and FORT Investment Group LLC, a Florida limited liability company, the record title property owner ("Owner" or "Developer"), hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

1. PROPERTY DESCRIPTION AND OWNERSHIP.

A. The property subject to this Agreement consists of approximately 3.3 acres of real property ("Property") and is described in Exhibit "A", attached hereto and by reference made a part hereof.

B. The Property is under the sole ownership of FORT Investment Group LLC, a Florida limited liability company.

C. The Property was subject to that certain Mater Development Agreement Coronado Office Park Planned Unit Development, approved by the City and recorded at Book 6465, Page 3164, Public Records of Volusia County, Florida (the "Original Coronado Office Park MDA"). However, Original Coronado Office Park MDA has lapsed in accordance with its terms; therefore, Development of the Property will be solely governed by the provisions of this Agreement.

2. EXHIBITS.

The Exhibits listed below are by reference made a part hereof, and copies or reduced size copies are attached hereto. Full-sized copies of the Exhibits shall be retained by the City Clerk and shall be controlling in case of any ambiguity in the Exhibits. In the event of a conflict between the graphic illustrations of any Exhibit and the textual provisions of this Agreement, the textual provisions shall control.

Exhibit A: Property legal description and survey.

Exhibit B: Conceptual Development Plan, rev. date June 5, 2024, prepared by Mark Dowst & Associates, Inc.

Exhibit C: Architectural Elevations, rev. date May 3, 2024, prepared by BPF Design Incorporated.

Exhibit D: Landscape Plan, rev. date June 5, 2024, prepared by The Stern Design Group, P.A.,

Exhibit E: Sign Plan.

3. DEVELOPMENT PLAN.

A. Developer has designated the Property as "**New Smyrna Beach Medical Complex and Wellness Center**".

B. The Property will be developed as a Planned Unit Development (PUD) pursuant to the City's Land Development Regulations (LDRs). Development shall be controlled by the LDRs and the terms and provisions of this Agreement. In the event of a conflict between this Agreement and the LDRs or other ordinances, this Agreement shall control. If this Agreement fails to address a particular subject or requirement, the applicable requirements of the LDRs or other City ordinance in effect at the time of development shall control.

C. Development of the Property shall be consistent with Exhibit B (Conceptual Development Plan). Exhibit B generally depicts the planned layout of buildings, parking areas, driveways, common areas, and other planned features or improvements to the Property.

D. SITE DEVELOPMENT CRITERIA. The following development criteria shall apply to the Property:

(1) Minimum lot size: 3.3 acres

(2) Maximum building height: 35 feet (2 stories)

(3) Maximum individual building footprint: 11,000 sq. ft.

(4) Minimum building separation: N/A

(5) Setbacks: side 25 ft.; front (Wild Orange Drive) 25 ft.; front (SR 44) 75 ft.; rear 25 ft.

(6) FAR: 0.25

(7) Maximum density: N/A

(8) Maximum building coverage: 15%

(9) Minimum open space: 50%

(10) Maximum impervious surface area; 40%

(11) Natural vegetation: 30% of open space, which shall be made up of existing trees or additional vegetation to create a sense of dense growth

(12) Off-street parking: 80 spaces

(13) Minimum off-street parking stall dimensions: 9 ft. x 20 ft.

(14) Off-street parking area minimum interior landscaping: 30%

(15) Minimum interior landscaping: as provided for in City LDR

(16) Landscape buffers: side 25 ft.; front (Wild Orange Drive) 25 ft.; front (SR 44) 50 ft.; rear 25 ft.

(17) Wetland buffer: 25 feet

(18) All development shall comply with the Corridor Overlay Zone requirements of the City LDR.

4. CONFORMANCE WITH COMPREHENSIVE PLAN; CONCURRENCY; PERMITS.

A. The City has determined that the Property is suitable in size, location, and character for the uses proposed, and that the uses proposed are consistent with the City's comprehensive plan.

B. Developer shall be responsible for obtaining all development permits required by the LDRs and applicable federal and state laws. Developer specifically acknowledges that approval of this Agreement does not constitute a Concurrency Certificate as required by the LDRs, and that Developer will be required to separately obtain a Concurrency Certificate or, where applicable, to enter into proportionate fair share agreement. Approval of this agreement and exhibits is not a permit to begin clearing, to begin site work, or to begin construction without necessary permits.

C. The City agrees to issue the required permits for development of the Property in the manner set forth in this Agreement and the LDRs.

D. The Conceptual Development Plan shows the 2 different future land use designations on the Property. Most of the Property is designated SR 44 Commercial PUD and approximately 175 ft. of the southerly portion of the Property is designed Low Density Residential. In order to protect adjacent residential neighborhoods from adverse impacts of unbridled commercial development, no buildings shall be located within the area designed Low Density Residential.

5. PERMITTED USES.

The following uses are permitted within the Property, subject to compliance with the standards set forth in the LDRs for such uses, except to the extent specifically provided otherwise herein:

Exercise and health spas
Medical and dental clinics
Medical and dental offices
Outpatient care

All accessory uses/structures generally permitted by the LDC in association with the permitted principal uses identified above

Normal business hours for businesses operating within the Property shall be restricted to Monday through Friday from 8:00 A.M. to 5:00 P.M.

6. INFRASTRUCTURE.

A. Stormwater retention and drainage facilities. An on-site stormwater retention facility will be constructed in conjunction with the development. The stormwater retention facility will be maintained at a level consistent with the standards of the St. Johns River Water Management District, and the design shall comply with the enhanced stormwater standards of the City LDR. The Developer agrees to investigate incorporating additional stormwater retention areas, including the use of dry storage areas within the SR 44 frontage buffer, as part of the on-site stormwater retention facility design for the project. Any additional stormwater retention areas added to the project shall be in excess of the City LDR requirements and not be used as an alternative stormwater management design. As a condition of issuance of a certificate of occupancy, the on-site stormwater retention facility for the project shall be placed in an easement, with the City named as a party, to ensure perpetual repair and maintenance. Collection and transmission facilities shall be located pursuant to the approved site plan, or site plans approved for individual lots or structures. The Developer, along with its successors and assigns, agrees to adhere to the standards adopted by Ordinance 06-25, incorporated herein, notwithstanding any legislation adopted by the Florida Legislature declaring such an ordinance void ab initio. Further, should development occur on or after January 1, 2028, and the City has adopted stronger stormwater standards than those adopted by Ordinance 06-25, all such development will adhere to those enhanced standards.

B. Utilities and utility easements. All utilities will be installed underground and constructed to Utility Commission standards.

C. Access easements and right-of-way. Access easements and right-of-way will be as depicted on the Conceptual Development Plan.

D. A transportation impact analysis shall be submitted as part of the development site plan application.

7. PROPERTY OWNERS' ASSOCIATION AND COMMON AREA MAINTENANCE.

There will be no common areas in the development.

8. ARCHITECTURAL AND DESIGN STANDARDS.

A. All buildings and accessory structures constructed within the Property shall be developed in compliance with the requirements of this section, Article XII, Architectural Design Standards of the City LDR, and with the applicable provisions of the LDRs relating to architectural standards where they do not conflict with the provisions of this section.

B. All of the following requirements shall be met within the Property:

(1) All buildings and accessory structures shall be consistent with a common architectural theme. The theme shall be established by harmoniously coordinating the general appearance of all buildings and accessory structures, including but not limited to: exterior wall finishes or materials; roof styles, slopes, and materials; colors; and architectural details and ornamentation.

(2) All structures shall complement one another and shall convey a sense of quality and permanence. Lower grade materials, such as unfinished concrete and pre-fabricated metal, shall be prohibited.

(3) Corporate prototype design and materials shall be permitted provided they comply with the provisions of this section.

(4) False or real windows shall be provided on all elevations visible from public right of way in sufficient size and number to complement the proportions of the building.

(5) All buildings and accessory structures shall generally be consistent with the Exhibit C (Architectural Elevations).

(6) Through the LDR site plan review process, the City reserves the right to review the proposed construction of all buildings and structures, to recommend the substitution or inclusion of colors, materials, architectural details, and ornamentation, and to require or prohibit the use of the same to ensure compliance with the requirements of this section.

(7) No outside display or storage shall be permitted.

(8) No vending machines shall be permitted on outside walkways or other outdoor pedestrian areas.

(9) The physical appearance of all parking lot lighting fixtures shall be consistent.

(10) A photometric analysis to ensure that no lighting on the Property will illuminate surrounding property shall be required as part of site plan review and approval.

9. ENVIRONMENTAL CONSIDERATIONS.

Development of the Property shall comply with the LDR tree preservation requirements. 30% of the open space required for the development shall include non-exotic natural vegetation and existing trees to create a sense of dense growth.

Developer shall comply with all rules, statutes, and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises.

Developer shall comply with all rules, statutes, and regulations pertaining to wetlands preservation and mitigation. An easement to the benefit of the City shall be provided over the wetlands and drainage ditch located on the southerly portion of the Property, as depicted on the Conceptual Development Plan, for conservation of the wetlands and to allow maintenance of the existing drainage ditch. The Developer or the then Owner of the Property, as the case maybe, shall be responsible for the removal of all invasive plant species on the Property, and shall ensure the ongoing removal of same in perpetuity.

Burning shall not be used to clear land. After clearing, appropriate measures shall be taken by the Developer to retain prevent excessive dust or windblown sand from impacting neighboring properties, and to retain such onsite.

10. SIGNAGE.

The PUD shall have a uniform sign program, as follows: one (1) monument sign up to a height of 10-feet, a maximum 3-foot base and a maximum 49-square foot copy area, consistent with Exhibit E, Sign Plan; wall signage shall be permitted as outlined in Section 604.12 of the City LDR.

11. EFFECTIVE DATE; COMPLETION SCHEDULE.

A. This Agreement shall be effective upon execution by all parties. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the course of its actions as zoning authority.

B. Application shall be submitted for initial construction permits for the development, , within 24-months of the approval of this Agreement by the City Commission. The filing of an appeal of the land development order by any person shall toll the time for permitting until final resolution of the appeal.

C. Construction of all site work and the building shell shall be substantially complete within 5 years of the approval of this Agreement.

D. One 12-month extension of the scheduled initial permit application or construction completion dates may be permitted as a minor modification to this Agreement.

E. Failure to comply with the schedule set out above shall cause the development rights granted pursuant to this Agreement to lapse.

12. MINOR MODIFICATIONS.

A. The following may be administratively authorized as minor modifications to this Agreement:

(1) Amendments to an Exhibit that are necessary for compliance with the provisions of this Agreement, the LDRs, or extra-jurisdictional permitting requirements, and address technical considerations that could not reasonably be anticipated during the Planned Unit Development approval process;

(2) Have no material effect on the character of the approved PUD district, the basic concept and terms of the PUD Master Development Agreement. These may include, but are not limited to, the following:

a) Structural alterations that do not significantly affect the basic size, form, style, and appearance of principal structures;

b) Minor changes in the location and configuration of streets and driveways that do not adversely affect vehicular access and circulation on or off the site;

c) Minor changes in the location or configuration of buildings, parking areas, landscaping, or other site features;

d) Minor changes in the location and configuration of public infrastructure facilities that do not have a significant impact on the City's utility and stormwater management systems;

e) Increases of five percent or less in the total number of parking spaces.

(3) Modifications of up to 20% to any of the lot dimensional requirements and associated Exhibit revisions, where such modifications are necessary to address minor Exhibit errors or unanticipated conditions that reasonably need to be addressed to ensure the development plan can be implemented, EXCEPT:

a) Modifications, such as to floor area ratios, that increase intensity or density of the entire project or any phase by more than 2%;

b) Modifications that increase building height or decrease setbacks, yards, or landscaping along the perimeter of the Property by more than 10%;

c) Modifications that, when combined with previously approved minor and substantial modifications, would result in a cumulative change of more than 20% of the original requirement for the area in question; and

d) Modifications that would unduly impact public utilities.

B. Requests for minor modifications shall be submitted in writing on forms provided by the City. Requests shall be reviewed pursuant to the general technical review process described in the LDRs.

C. Denial of a requested minor modification shall be issued in writing to the applicant. Upon denial, or if more than 60 days elapses after the submittal of a completed application without a decision by the City, the applicant may apply for an amendment to the Agreement.

D. Approved modifications shall be noted on the official plan documents.

13. AMENDMENTS.

A. Any revision to this Agreement other than a minor modification as described above shall require an amendment approved by the City Commission after review and recommendation by the Planning and Zoning Board. Requests for an amendment must be submitted in writing and, except as otherwise provided herein, shall be processed in accordance with the LDRs. Notice of public hearings shall be provided as if the application is one to rezone property.

14. VARIANCES.

This Agreement shall not be deemed to prohibit any owner of property within the planned development from seeking or obtaining one or more variances from the requirements of this Agreement pursuant to the LDRs. In addition to those entitled to notice pursuant to the LDRs, notice of any public hearing to consider a proposed variance shall be provided to the property owners association/s representing all property owners within the planned development. No such variance shall be deemed to require formal amendment to this Agreement.

15. MAINTENANCE OF DEVELOPMENT STANDARDS.

All development within the Property, whether privately owned or common area, shall continue to be bound by the standards set forth in this Agreement and any approved modifications or amendments, and applicable LDRs, and shall be maintained in compliance with the requirements. This requirement shall be subject to enforcement by the Code Enforcement Board or Special Magistrate, with all remedies as provided in ch. 162, Florida Statutes.

16. POLICE POWER AND SOVEREIGN IMMUNITY NOT WAIVED.

Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules, and regulations. Further, nothing contained in this Agreement shall be construed as a waiver of or attempted waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.

17. COMPLETE AGREEMENT; AGREEMENT TO BE RECORDED.

A. This Agreement represents the complete understanding by and between the parties with respect to the development and use of the Property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement.

B. This Agreement shall be recorded in the Public Records of Volusia County, Florida, at Developer's expense. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property.

18. VENUE AND SEVERABILITY.

A. In the event of any claim, action, litigation, or proceeding under this Agreement, venue shall be in Volusia County, Florida.

B. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

[Signature pages following]

Signed, sealed and delivered in the presence of:

THE CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation

_____
Witness 1

By: _____
Fred Cleveland, Mayor

_____
Print Name of Witness 1

Attest:

_____
Witness 2

By: _____
Sharon Taylor-Harding, City Clerk

_____
Print Name of Witness 2

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of [_] physical presence or [_] online notarization, this _____ day of _____, 201_ by Fred Cleveland and Sharon Taylor-Harding , Mayor and City Clerk, respectively, of The City of New Smyrna Beach, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

_____
Notary Public
Commission No: _____

Signed, sealed and delivered in the presence of:

FORT Investment Group LLC, a Florida limited liability company

_____
Witness 1

_____
Print Name of Witness 1

By: _____
Name: Ellis Fort
Title: Manager

_____
Witness 2

_____
Print Name of Witness 2

Date: _____

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of [_] physical presence or [_] online notarization, this _____ day of _____, 201_, by Ellis Fortas Manager of FORT Investment Group LLC, referred to in this agreement as "Owner" and "Developer". He is [_] personally known to me or [_] has produced as identification and did not take an oath.

_____
Notary Public
Commission No. _____

Approved as to legal form:

By: _____
Carrie Avallone, City Attorney

[Exhibit pages attached:]

EXHIBIT A

Legal Description of the Property

EXHIBIT B

Conceptual Development Plan

EXHIBIT C

Architectural Elevations

EXHIBIT D

Landscape Plan

EXHIBIT E

Sign Plan

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

BOARD VACANCY NOTICE: HISTORIC PRESERVATION COMMISSION

July 8, 2025

Background:

The Historic New Smyrna Beach Preservation Commission is responsible for protecting and preserving the city's historic buildings, landmarks, districts, and archaeological sites. The commission is a part of the local government's broader effort to maintain the cultural heritage of the community. Its establishment is in alignment with national and state preservation goals, including the National Historic Preservation Act, which encourages local governments to engage in preserving historic resources.

Findings:

The Historic Preservation Commission is composed of 7 members, who must be residents of New Smyrna Beach, with up to 3 members allowed from the annexation area. Members are appointed by the city commission for staggered 3-year terms, with vacancies filled within 60 days.

The commission must include a balance of professional and lay members. Professional members should have expertise in fields such as architecture, history, archaeology, urban planning, or cultural studies. Lay members must demonstrate a special interest or experience in historic preservation.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Historic Preservation Commission Roster - July 2025.pdf

City of New Smyrna Beach, FL

Historic Preservation Commission

Board Roster

Katie L Kaufman

1st Term Jun 28, 2022 - May 14, 2025

Email ktphoto@aol.com
Home Phone Home: (407) 808-1606
Address
402 Faulkner Street
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Category Architectural Professional

Terry L Bledsoe

2nd Term Dec 12, 2023 - May 14, 2026

Email terrybledsoensb@gmail.com
Home Phone Home: (386) 410-5657
Alternate Phone Mobile: (407) 920-9381
Address
828 E 12th Ave
New Smyrna Beach, FL 32169

Appointing Authority City Commission
Category Special Interest History & Architecture

Angeline Barretta Herman

3rd Term May 15, 2024 - May 14, 2027

Email a9barrettahe@stthomas.edu
Home Phone Mobile: (651) 210-7187
Address
108 Esther Street
New Smyrna Beach, FL 32169

Appointing Authority City Commission
Category Special Interest History & Architecture

Walter Bone

1st Term Apr 23, 2024 - May 14, 2027

Email wbone63@gmail.com
Home Phone Home: (423) 956-7934
Alternate Phone Home: (423) 956-7934
Address
607 DOWNING STREET
NEW SMYRNA BEACH, FL 32168

Category Architectural Professional

Stephanie Thomas-rees

2nd Term May 15, 2024 - May 14, 2027

Email stephanie.rees@apawood.org
Home Phone Mobile: (386) 846-7188
Alternate Phone Business: (386) 871-0639
Address
2091 WATERFORD ESTATES DR
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Chair
Category Architectural Professional

Vacancy

Appointing Authority City Commission

Vacancy

Appointing Authority City Commission

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

BOARD VACANCY NOTICE: UTILITIES COMMISSION

July 8, 2025

Background:

The Utilities Commission is a five-member board established under Section 8.01 of the City Charter. It is responsible for managing, operating, and controlling all of the city's utilities, including the authority to employ necessary personnel and adopt operational rules.

Membership Requirements

Per Section 8.03:

- Each commissioner must be a qualified elector and freeholder in New Smyrna Beach.
- No employee or elected/appointed officer of the city may serve.
- No commissioner may serve more than three consecutive term

Appointment and Vacancy Process

As outlined in Section 8.02:

- Members are appointed by the City Commission for three-year terms.
- Vacancies due to resignation, death, or removal are filled by the City Commission for the remainder of the unexpired term.
- A commissioner may be removed by majority vote of the City Commission for malfeasance, misfeasance, nonfeasance, felony conviction, or by recommendation of a majority of the Utilities Commissioners

Fiscal Analysis:

None.

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Utilities Commission Board Roster - July 2, 2025.pdf

City of New Smyrna Beach, FL

Utilities Commission

Board Roster

James R Davenport

3rd Term Sep 13, 2022 - Sep 07, 2025

Email buddy@buddydavenport.com
Home Phone Home: (386) 405-0681
Alternate Phone Business: (386) 426-2886
Address
106 Grandview Drive
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Chair

Lillian Conrad

2nd Term Sep 13, 2022 - Sep 07, 2025

Email lconrad@conradcc.com
Home Phone Home: (813) 787-8662
Alternate Phone Business: (386) 409-7881
Address
2700 North Peninsula Avenue #416, New Smyrna Beach, FL 32169
P.O. Box 1359
Edgewater, FL 32132

Appointing Authority City Commission
Position Secretary-Treasurer

James Smith

2nd Term Sep 12, 2023 - Sep 07, 2026

Email flajimster@gmail.com
Home Phone Home: (386) 689-6072
Address
414 Florida Avenue
New Smyrna Beach, FL 32169

Appointing Authority City Commission
Position Asst. Secretary-Treasurer

Richard K Hawes

2nd Term Sep 08, 2024 - Sep 08, 2027

Email rick@oceansidepwm.com
Home Phone Home: (248) 660-3934
Address
809 Silk Oak Ct
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Asst. Secretary-Treasurer

Lawrence J Kelly

2nd Term Sep 08, 2024 - Sep 08, 2027

Email lkelly@ritcheyautos.com
Home Phone Business: (386) 547-4464
Address
2808 Paradiso Court
New Smyrna Beacj, FL 32168

Appointing Authority City Commission
Position Commissioner

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

CITY CLERK'S REPORT

July 8, 2025

Background:

The City Clerk's Office would like to share the following meeting dates:

- City Commission Budget Workshop - Thursday, July 10, 2025 at 9:00 am to 3:00 pm.
- City Commission Special Meeting - Tuesday, July 22, 2025, at 5:00 pm.
- Community Redevelopment Agency Meeting - Tuesday, July 22, 2025, at 6:10 pm.
- City Commission Regular Meeting - Tuesday, July 22, 2025, at 6:30 pm.
- City Commission Budget Workshop - Wednesday, August 5, 2025, at 9:00 am.

Fiscal Analysis:

None.

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

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

LEGISLATIVE SESSION ENDS

July 8, 2025

Background:

Florida's 2025 Legislative Session ended on June 16th, with an approved budget and several bills signed by the Govenor. The City Attorney's office will review the full list of new state statutes as they become available and will provide summaries to City staff as appropriate.

Findings:

Of not, the Governor did approve Senate Bill 180 on June 26, 2025. There are three particular sections of the bill that are of significance to the City.

First, Section 2 of the bill created Florida Statute 163.31795 which prohibits a local government that participates in the National Flood Insurance Program from adopting or enforcing an ordinance that includes a cumulative substantial improvement period. The City currently has a 10-year cumulative substantial improvement period and that will now be limited to 1 year.

Second, Section 18 of the bill created Florida Statute Section 252.422 which for 1 year after a hurricane a municipality may not propose or adopt: (a) a moratorium on construction, reconstruction or redevelopment of any property; (b) a more restrictive or burdensome amendment to its comprehensive plan or land development regulations; (c) a more restrictive or burdensome procedure concerning review, approval, or issuance of a site plan, development permit, or development order. This will apply to all future hurricanes that impact the City, however, due to the following section explained below, the City is currently restricted until October 1, 2027.

Third, Section 28 of the bill added limits regulatory authority by applying restrictions to counties listed in federal disaster declarations for Hurricanes Debby, Helene, and Milton, as well as the municipalities within those counties. These affected jurisdictions (Volusia County) may not impose construction moratoriums or adopt restrictive land development policies before October 1, 2027. However, an exception allows such amendments if initiated by a private party who owns the property in question. The amendment also ensures that any local regulations violating these provisions are considered void from the outset. Additionally, the bill creates a legal cause of action for residents and businesses to challenge unlawful regulations or moratoriums, allowing successful plaintiffs to obtain injunctive relief and recover attorneys' fees unless the local

government withdraws the contested regulation within 14 days of receiving notice. This provision is intended to apply retroactively to August 1, 2024, and will render null and void any restrictive land development ordinance or regulation adopted by a city on or after that date. This means that the updated stormwater regulations the City adopted this year will be invalidated per this section.

Fiscal Analysis:

None.

Strategic Plan Item:

No

Staff Report Created By: Carrie Avallone - City Attorney

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

CHARTER REVIEW COMMITTEE UPDATE

July 8, 2025

Background:

The Charter Review Committee finished its review of the City Charter and has recommended revisions on seven different topics located in the Charter:

1. Revisions to Sections 2.02 and 3.06 to provide for a four-year mayoral term.
2. Revisions to Section 3.05 to declare a candidate a winner in the primary election if the individual garners 50% plus one vote of the votes cast, without the need for a vote at the general election.
3. Revisions to Sections 2.03, 2.05, 4.01, 4.02, and 4.03, to provide for the City Clerk to be an employee of the City Manager, rather than a Charter Officer.
4. Revisions to Section 2.11, to increase the salary of the Commission members to 75% of the County Council Chair for the mayor, and 75% of the mayor's salary for the four other commissioners.
5. Revisions to Section 6.03, Historic Preservation, to clarify the prioritization of historic preservation, rather than mandating certain actions.
6. Adoption of a new Section 6.05, titled Arts and Culture, to guide all future commissions on the prioritization of the arts and cultural events in the City.
7. Revisions to Section 7.03 to clarify and mandate that the Charter be reviewed at least once every 10 years.

The detailed language is attached in the document titled NSB Charter Proposed Revisions 7.1.25.

At this point, staff needs direction from the City Commission related to next steps - public workshops, timing of presentation of the ordinances with the ballot questions, and a decision regarding whether a special election will be held or if the ballot questions should appear in the 2026 general election ballot. The City should also consider how long it would like to keep the Committee intact for purposes of future action by the Committee.

Additionally, the facilitator's final report will need to be reviewed and accepted by the City Commission at a future meeting. It is attached below for your consideration, as well as a table that discusses some of the pros and cons that were discussed by the Charter Review Committee.

Once staff has been given direction by the City Commission, staff will proceed with the

ensuing steps to carry through the Charter Review process to completion.

Fiscal Analysis:
None.

Strategic Plan Item:
No

Staff Report Created By: Carrie Avallone - City Attorney

Attachments:

NSB Charter Proposed Revisions 7.1.25.docx
Table of 2025 City of NSB Charter Review Committee Proposed Changes and Reason for Modification (7-2-25 Final Report).pdf
City of New Smyrna Beach - 2025 Charter Review Committee Report (by Susan Boyer - 7-2-25)(Final)v4.pdf

PART I
CHARTER[1]

PREAMBLE

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.

ARTICLE I. ESTABLISHMENT AND POWERS

Sec. 1.01. Powers of the city.

The City of New Smyrna Beach hereby created and established shall have perpetual succession and all powers possible for a city to have under the constitution and laws of this state as fully and completely as though they were specifically enumerated in this charter.

Sec. 1.02. Construction of the Charter.

The powers of the city under this charter shall be construed liberally in favor of the city, and the specific mention of particular powers in the charter shall not be construed as limiting in any way the general powers granted in this article.

[1]Editor's note(s)—Printed herein is the Charter of the City of New Smyrna Beach, Florida, as amended by Ord. No. 77-20, adopted August 11, 2020 and certification of election results on November 3, 2020 was adopted by Res. No. BOE 02-20 on November 17, 2020. Amendments to the Charter are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from Ord. No. 77-20. See Charter Comparative Table for complete derivation.

State law reference(s)—Charter amendments, F.S. § 166.031.

Sec. 1.03. Intergovernmental relations.

The city may participate by contract or otherwise with any governmental entity of this state or any other state or states or the United States in the performance of any activity which one or more of such entities has the authority to undertake.

Sec. 1.04. Form of government.

The form of government of the City of New Smyrna Beach provided for under this charter shall be known as the commission-manager plan.

Sec. 1.05. Annexation.

(a) The city may annex contiguous territory in accordance with state law and by the following additional methods:

Any unincorporated territory lying contiguous or adjacent to any boundary of the City of New Smyrna Beach, Volusia County, may be annexed to and become part of such City of New Smyrna Beach subject to the jurisdiction, obligation[s], benefits and privileges of the City of New Smyrna Beach, except as herein otherwise provided, under the following method, to wit:

(1) Such territory may be integrated into and made a part of the City of New Smyrna Beach upon petition of not less than two-thirds of the qualified electors residing in the territory to be integrated into and made a part of said City of New Smyrna Beach, who are registered freeholders on the county registration records.

(2) The petition or petitions for integration into the City of New Smyrna Beach shall be substantially in the following form:

"PETITION TO INTEGRATE TERRITORY INTO THE CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

This petition is filed pursuant to Laws of Fla., Ch. 57-1606, for the purpose of integrating the herein described lands into the City of New Smyrna Beach, Florida.

We, the undersigned, being qualified electors residing in the hereinafter described territory, who are duly registered as freeholders on the county registration records, hereby file this, our petition, for annexation of the following described territory into the City of New Smyrna Beach, Florida, in accordance with the above referred to laws of Florida, to wit:

(Here describe territory)

(Here place signatures of petitioners, showing in detail place of residence, with street and number where available.)"

(3) As many separate petitions as may be desired may be filed affecting the same area and if such petitions are insufficient for any reason, additional or supplemental petitions may be filed.

(4) When completed, such petitions, and additional or supplemental petitions, shall be filed with the City Clerk of the City of New Smyrna Beach, who shall, within five (5) days after the filing of such petitions with the clerk, deliver the same to the Supervisor of Elections of Volusia County, who shall thereupon check the names of petitioners and shall certify within thirty (30) days that the signatures on each petition are genuine, and that the petitioners whose names appear on said petitions are qualified in all respects under this act to sign said petitions. In the event that the number of qualified petitioners is found to be insufficient, supplemental petitions may be filed until the sufficient number is obtained, and the supervisor of elections shall have the same time, as herein provided, to check such supplemental petition as the original petition. After filing with the city clerk, no petition shall be withdrawn, nor shall any petitioner be permitted to withdraw his or her signature therefrom.

(5) The petition or petitions meeting the requirements of this act shall thereupon be presented to the City Commission of the City of New Smyrna Beach, at its next regular meeting, together with the aforesaid certificate of the supervisor of elections, and a certificate from the city attorney, showing a sufficient legal description of the area to be annexed.

(6) Within six (6) months after the presentation of such approved petitions, the city commission in its discretion may adopt a resolution or enact an ordinance setting forth the filing of said petitions, certification by the supervisor of elections as to the sufficiency of each petition and the certification of the engineer or the surveyor as to the sufficiency of the description of the land contained therein, and shall resolve or ordain that the said area is incorporated into the municipality, effective as of a particular date, determined by the city commission, which effective date shall be not more than one year from the time of the presentation of the petition for annexation as provided for under the provisions of this act; or the governing body may reject said petitions by resolution within such six (6) months' period or by nonaction on their part within said period, whereupon said petitions shall become null and void. No petitions for annexing the same territory shall be filed until after a lapse of one year from the time of such rejection by resolution or nonaction.

(b) Upon the adoption of a resolution or enactment of an ordinance annexing any such unincorporated territory to the City of New Smyrna Beach, such territory shall become a part of said City of New Smyrna Beach on the effective date; provided, however, that such territory shall not be subject to ad valorem taxation until January first following the effective date of annexation; provided, however, that territory annexed pursuant to this act shall be subject to the prior bonded indebtedness of said city; and such territory shall be subject to the jurisdiction, obligations, benefits and privileges of the municipality,

except as herein otherwise provided, the same as the area constituting the municipality to which it was annexed.

(c) After the effective date of such annexation all residents in the newly annexed territory shall have the same rights to vote in city elections and to hold public office in the city, as though the newly annexed territory had been a part of the said City of New Smyrna Beach for at least three months prior to the effective date of annexation. If the city should have a division into municipal districts or wards for election purposes, the newly annexed territory shall be added to such districts or wards as the governing body of the city shall in its discretion determine.

(d) All persons, firms or corporations lawfully licensed to engage in any profession, occupation, trade or business within the annexed territory on the effective date of its annexation may upon paying the license taxes required by the City of New Smyrna Beach thereupon be entitled to carry on such profession, occupation, trade or business in the annexed area without obtaining a required permit or certificate granted by any examining board of the city; but such right may be terminated for cause after a hearing by the appropriate examining board of the city. Such licenses [licensees] must qualify with said examining boards to engage in any profession, occupation, trade or business in the existing area to which the new territory was annexed.

ARTICLE II. CITY COMMISSION

Sec. 2.01. Creation of commission.

The city commission shall consist of five (5) citizens, who shall be elected in the manner hereinafter provided. The city commission shall constitute the governing body with powers hereinafter provided to pass ordinances, adopt regulations, and appoint a chief administrative officer to be known as the "city manager" and to exercise all other powers hereinafter provided.

Sec. 2.02. Composition and terms of office.

The city commission shall consist of four (4) commissioners and a mayor. The mayor shall be a member of the city commission. The mayor shall serve a term of ~~two~~four (~~2~~4) years. There shall be an election for mayor every ~~two~~four (~~2~~4) years beginning with the general election to be held in November, 20~~12~~26. There shall be one commissioner from each zone within the city. Each commissioner shall serve a term of four (4) years. Commissioners from zones 1 and 2 shall be elected every four (4) years beginning with the general election to be held in November, 20~~14~~26. Commissioners from zones 3 and 4 shall be elected every four (4) years beginning with the general election to be held in November, 20~~12~~28. The mayor and each commissioner shall be elected by a majority of those qualified electors voting in a citywide election. No vote shall be counted for mayor or commissioner except those cast by the duly qualified electors under the laws of the State of Florida.

Sec. 2.03. Powers and duties of commission.

All powers of the city shall be vested in the city commission, except as otherwise provided by the Constitution of the State of Florida, this charter, or the Volusia County Charter. The city commission shall comply with and provide for the exercise thereof and for the performance of all duties and obligations imposed on the city by law and by this charter. The city commission shall annually perform performance reviews on the ~~following charter officers: the~~ city manager and~~,~~ the city attorney~~, and the city clerk~~. The city commission shall conduct an annual strategic planning process which includes implementation strategies.

Sec. 2.04. Qualifications of members.

Members of the city commission including the mayor shall have been residents of the City of New Smyrna Beach, Florida, for a period of at least one (1) year immediately prior to qualifying for office, and, in addition thereto, shall have the qualifications of electors under the laws of the State of Florida.

The four (4) Commissioners elected from zones shall have resided within the zone from which they are elected for at least one (1) year prior to the date on which they qualified to run for office. Any such commissioner who shall no longer reside in the zone from which the commissioner is elected shall thereupon become disqualified to represent said zone as commissioner and that office of commissioner shall be deemed vacant.

Sec. 2.05. Prohibitions.

(a) *Holding other office.* Except where authorized by law, neither the mayor nor any commissioner shall hold any other elected public office, or otherwise be employed by the City of New Smyrna Beach, during the term for which the mayor or commissioner was elected to the commission. No former commission member shall hold any compensated appointive office or employment with the city until one year after the expiration of the term for which the mayor or commissioner was elected to the commission. The mayor and commissioners shall not be interested in the profits or emoluments of any contract, work, or service for the municipality, and any such contract in which any elected official is, or may become interested, shall be void. Nothing in this section shall be construed to prohibit the Commission from selecting any current or former commission member to represent the city on the governing board of any regional or other intergovernmental agency.

(b) *Appointments and removals.* Neither the city commission nor any of its members shall in any manner control or demand the appointment or removal of any city administrative officer or employee whom the city manager or any subordinate of the manager is empowered to appoint, but the commission may express its views and fully and freely discuss with the city manager anything pertaining to appointment and removal of such officers and employees.

(c) *Interference with administration.* Except for the purpose of inquiries and investigations under section 2.09, or asking questions and gaining information to assist the members in the formulation of sound policies, the commission or its members shall deal with city officers and employees who are subject to the direction and supervision of the city manager or~~,~~ the city attorney, ~~and the city clerk~~ solely through these charter officers, and neither the commission nor its members shall give orders to any such officer or employee, either publicly or privately.

Sec. 2.06. Forfeiture of office.

The mayor or a commissioner shall forfeit that office if the mayor or commissioner:

(a) Fails to meet the residency requirements, or

(b) Violates any express prohibition of this charter, or

(c) Is convicted of a crime involving moral turpitude, or

(d) Fails to attend three (3) consecutive regular meetings of the commission without being excused by the commission.

Sec. 2.07. Judge of qualifications, election, and forfeiture.

The city commission shall be the judge of the qualifications and election of its members and of the grounds for forfeiture of office, subject to review by the courts. In order to exercise these powers, the commission shall have power to subpoena witnesses, administer oaths, and require the production of evidence. The city commission shall use the following procedure when forfeiture of office for one of its members is considered:

(a) Written notice, approved by the remaining four (4) members of the city commission, must be delivered to the accused commissioner who shall have an opportunity to be heard and defend against the accusation.

(b) Subsequent to written notice being delivered to the accused, the commission by an affirmative vote of four (4), shall have the authority to suspend a Commissioner pending the disposition of charges for removal.

(c) Where a suspension of a commissioner occurs pursuant to this section of the charter, the suspended official shall have the right to an immediate hearing upon demand to determine if there is sufficient evidence to establish the following two elements:

(1) That probable cause exists to believe that the charges are true; and

(2) That, if true, the charges would be grounds for removal.

(d) The suspension hearing shall be held and the matter decided by the city commission. The rules of procedure shall be the same as those which apply to the hearing for removal.

(e) If the city commission does not find by an affirmative vote of four (4) of the existing members of the commission that are eligible to vote on the matter that the evidence produced at the hearing is sufficient to establish the aforementioned two elements, the suspension shall terminate immediately and the official shall be reinstated pending a final hearing on removal.

(f) A final hearing for removal must take place and a decision rendered within ninety (90) calendar days after receipt of the above-mentioned written notice unless both the city commission, by affirmative vote of four (4) commissioners, and the accused agree to extend the time.

(g) In order for the city commission to remove the accused official from office, the commission must find that the substantial competent evidence presented at the hearing supports the charges which are the basis for the removal proceeding.

(h) A mayor or commissioner may only be removed from office by an affirmative vote of four (4) members of the existing membership eligible to vote for such action.

(i) If, after the final hearing, the city commission is unable to support such a finding by an affirmative vote of four (4) members of the city commission, any suspension of the accused shall terminate and the accused shall be reinstated to office for any unfinished portion of the official's term.

(j) The accused commissioner shall have the right to defend against the charges and has the right to present evidence and testimony and to cross-examine witnesses during any hearing regarding suspension or removal.

(k) The accused commissioner shall not be entitled to participate in the deliberations or decision in relation to the commissioner's suspension or removal.

Sec. 2.08. Vacancies; filling vacancies on commission.

(a) *Vacancies.* The office of mayor or commissioner shall become vacant upon the mayor or commissioner's death, resignation, or removal from office or forfeiture of office in any manner authorized by law.

(b) *Filling of vacancies.* Should a vacancy in the office of mayor or city commissioner occur when there are one hundred twenty (120) days or less left in the unexpired term, no appointment shall be made and that vacancy will be filled at the next regular municipal election. Should a vacancy occur when there are more than one hundred twenty (120) days left in the unexpired term, that vacancy shall be filled by the city commission within thirty (30) days of the date of the vacancy with any qualified resident from the same zone so appointed to serve until a successor is elected at the next regular municipal election. If the vacancy occurs in the office of mayor, the city commission may fill the vacancy with any qualified resident from any zone. If a vacancy is not filled by the city commission within thirty (30) days after the vacancy occurs as described above, a special election shall be held within ninety (90) days after such vacancy occurs or as soon thereafter as such

election may be held; and the person so elected shall serve the remaining unexpired term of office.

Sec. 2.09. Investigations.

The city commission may request investigations into the affairs of the city and the conduct of any department, office, or agency.

Sec. 2.10. Organization of commission.

The city commission shall organize after the general election biennially, on the second Tuesday in November. On or before the first regularly scheduled meeting of the city commission in November of each year, the city commission shall choose a vice-mayor from among its membership to serve in the absence of the mayor, and who shall serve as vice-mayor for a period of one year.

Sec. 2.11. Compensation.

~~The city commission shall determine the annual salary of the mayor and commissioners by ordinance.~~ The mayor shall receive a sum equal to 75 percent of the annual salary paid to the Volusia County council chair. City commissioners shall receive a sum equal to 75 percent of the sum paid to the mayor. Salary payments to the mayor and city commissioners shall be paid in bi-weekly installments. The compensation paid to the mayor and city commissioners in subsequent fiscal years shall be adjusted in accordance with adjustments made to the Volusia County council members' salaries. In addition, each member of the city commission, including the mayor, may receive necessary and actual expenses and benefits as established by ordinance.

Sec. 2.12. Voting.

The affirmative vote of three (3) members of the city commission shall be necessary to adopt any ordinance, resolution, or motion. The passage of all ordinances, resolutions, and motions shall be taken by a "yes" or "no" vote and entered upon the minutes.

Sec. 2.13. Functions and powers of mayor.

The mayor shall be considered a member of the city commission and shall have all the powers, rights, duties and obligations of a city commissioner. The mayor shall preside at all meetings of the city commission and perform such duties consistent with the office as may be imposed by it; shall have a voice and vote in the proceedings of the city commission, but no veto power; and shall present an annual state of the city address at a meeting open to the public. The mayor may use the title of mayor in any case in which legal instruments of writing or other necessity arising from the general laws of the state so require; but this shall not be construed as conferring upon the mayor the administrative or judicial functions of mayor under

the general laws of the state. The mayor shall be recognized as the official head of the city by the courts for the purpose of serving civil processes, by the government in the exercise of military law, and for all ceremonial purposes. The mayor may take command of the police in governing the city by proclamation under the direction of the city commission in times of grave public danger or emergency, and the city commission shall be the judge of what constitutes such public danger or emergency. The powers and duties of the mayor shall be such as are conferred upon that office by the city commission in pursuance of the provisions of this act and no others. In the absence of the mayor and of the vice-mayor, the other members of the city commission shall select one of their number to perform the duties of the mayor.

ARTICLE III. ELECTIONS

Sec. 3.01. Nonpartisan elections.

All qualifications and elections for the offices of city commissioner and mayor shall be conducted on a nonpartisan basis without regard for designation of political party affiliation of any candidate, nominee, or any nomination petition or ballot.

Sec. 3.02. Conduct of elections.

City elections shall be conducted in accordance with the general election laws of the State of Florida.

Sec. 3.03. Time of holding elections; primary and general.

Elections to elect the mayor and city commissioners whose terms expire in that year shall be held in each even-numbered year as follows:

The general election for mayor and city commissioners, if necessary, shall be held in each even-numbered year at the same time as and as part of the general election of the State of Florida.

The primary election for mayor and city commissioners, if necessary, shall be held in each even-numbered year at the same time as and as part of the primary election of the State of Florida.

Sec. 3.04. Canvassing board.

A city canvassing board shall be established for the purposes of canvassing ballots and election results. The canvassing board shall be composed of the city clerk and the two (2) city commissioners whose zones are not on the ballot. After any primary or general election, the Volusia County Canvassing Board may serve in lieu of the city canvassing board.

Sec. 3.05. Nomination and election; when primary or general election unnecessary; tie vote.

When there are less than three (3) qualified persons nominated for the office of mayor or commissioner, no primary election shall be held for the election of a mayor or commissioner and the city clerk shall declare the persons so qualified as nominees at the general election. However, if more than two (2) qualified persons are nominated for the office of mayor or commissioner, then the city clerk shall include the nominees in the primary election as herein provided. The names of the two (2) candidates for nomination to the office of mayor or commissioner who shall receive the greatest vote in such primary election shall be placed on the ballot at the next general municipal election. The candidate at the general election who shall receive the greatest number of votes for the office of mayor or commissioner shall be declared the mayor or commissioner. However, if and when a candidate for mayor or commissioner receives fifty percent plus one vote of the votes in the primary election, then that candidate shall be declared to be elected for the office and it shall not be necessary to place his or her name on the ballot for the general election.

A tie vote between two (2) or more candidates for the office of mayor or between two (2) or more candidates for the office of city commissioner shall be determined by the drawing of lots.

Sec. 3.06. When term of office commences.

The terms of office for mayor and city commissioners shall commence on the first Tuesday after certification of the general election in which the mayor or city commissioner was elected. The term of office for the mayor shall expire ~~two~~four (~~2~~4) calendar years hence after the start of the term. The term of office for city commissioners shall expire four (4) calendar years hence after the start of the term. The term of office and assumption of the duties by the mayor-elect and city commissioners-elect shall commence on said day upon the respective mayor-elect or city commissioner-elect taking and subscribing to his or her oath of office.

In the event that the mayor or a commissioner is either appointed or elected by special election to fill a vacancy pursuant to the provisions of section 2.08 of the New Smyrna Beach City Charter, he or she shall assume the office immediately upon taking and subscribing to the oath of office. The term of office for the mayor or member of the commission appointed or elected by special election to fill a vacancy shall end on the same day that the person for whom he or she was appointed or elected to fill the term of office would have ended.

Sec. 3.07. Commission zones; adjustment of zones.

(a) *Number of zones.* There shall be four (4) city commission zones.

(b) *Commission to redraw zone boundaries.* Following each decennial census, or more often if deemed necessary because of population fluctuations, the city commission shall by ordinance adjust the boundaries of the four (4) city commission zones using these criteria:

(1) Zones shall be equal in population except where deviations from equality result from the application of the provisions hereinafter set forth, but no such deviation may exceed five percent of the average population for all city commission zones according to the figures available from the most recent census.

(2) Zones should be drawn in a manner that keeps neighborhoods intact to the extent possible.

(3) Zones shall consist of contiguous territory; but land areas separated by waterways shall not be included in the same zone unless said waterways are traversed by highway bridges, tunnels, or regularly scheduled ferry services both termini of which are within the zone, except that, population permitting, islands not connected to the mainland or to other islands by bridge, tunnel, or regular ferry services shall be included in the same zone as the nearest land area within the city.

(4) Consistent with the foregoing provisions, the aggregate length of all zone boundaries shall be as short as possible.

(c) *Procedures.*

(1) The city commission shall complete the reapportionment plan within six (6) months after the official publication of the census.

(2) Proposed plans must be available to the public for inspection and comment not less than one (1) month before the first public hearing on said plan. The plan shall include a map and description of the zones recommended.

(3) The city commission shall review and adopt the reapportionment plan as an ordinance by an affirmative vote of three (3) members of the commission.

(d) *Failure to enact ordinance.* If the city commission fails to enact a reapportionment plan within the required time, the city attorney shall petition the circuit court having jurisdiction in the county to make such reapportionment.

(e) The redrawing of zones, upon becoming law, shall not affect the remaining terms of those presently elected officials.

Sec. 3.08. Pernicious political activities.

(a) It shall be unlawful for any person to intimidate, threaten or coerce, or attempt to intimidate, threaten or coerce, any person for the purpose of interfering with the right of such other person to vote or to vote as he or she may choose, or of causing such other person to vote for, or not to vote for, any candidate for the office of mayor or city commissioner at any election held solely or in part for the purpose of selecting a mayor or city commissioner in the city.

(b) It shall be unlawful for any person employed in any administrative position by the city or by any department, independent agency or other agency of the city to use his or her official authority for the purpose of interfering with, or affecting the election or the nomination of any candidate for the office of mayor or city commissioner in the city.

(c) It shall be unlawful for any person, directly or indirectly, to promise any employment, position, work, compensation or other benefit provided for or made possible in whole or in

part by any resolution or ordinance of the city commission, to any person as consideration, favor or reward for any political activity or for the support of or opposition to any candidate in any election.

(d) It shall be unlawful for any person to deprive, attempt to deprive, or threaten to deprive, by any means, any person of any employment, position, work, compensation or any other benefits provided for or made possible by any resolution or ordinance of the city commission appropriating funds for work or relief on account of race, creed, color or political activity, support of, or opposition to any candidate in any election.

(e) It shall be unlawful for any person employed in the executive branch of the city government or any agency or department thereof to use his or her official authority or influence for the purpose of interfering with an election or affecting the result thereof. All such persons shall retain the right to vote as they may choose and to express their opinions on all political subjects. For the purpose of this section the term "officer" or "employee" shall not be construed to include the mayor or any of the city commissioners.

(f) Any person who violates any of the foregoing provisions of this section upon conviction thereof shall be fined not more than five hundred dollars ($500.00) or imprisoned for not more than sixty (60) days, or both and may be prosecuted in any court of the State of Florida having jurisdiction.

ARTICLE IV. CHARTER OFFICERS

Sec. 4.01. Appointment and removal.

The city commission shall designate the city manager and city attorney ~~following~~ as charter officers and shall appoint and remove them by a majority vote of the entire city commission.~~: city manager, city attorney, city clerk~~. If any charter officer is removed at any time after having served six (6) months, the charter officer may demand written charges and a public hearing upon the same before the city commission, and final removal shall not take effect until such hearing has been had, but the city commission may suspend the charter officer from office pending such hearing.

Sec. 4.02. City manager.

Sec. 4.02(a). Appointment and qualifications of the city manager. The city commission shall appoint a city manager by a majority vote of the entire commission who shall be the administrative head of the municipal government under the direction and supervision of the city commission. The city manager shall hold office at the pleasure of the city commission. The manager shall be chosen solely on the basis of education and experience in the accepted competencies and practices of local government management. The manager need not be a resident of the city or state at the time of appointment, but within six (6) months shall reside in the city unless otherwise approved by a vote of the city commission.

Sec. 4.02(b). Compensation of the city manager. The city manager shall receive such compensation as the city commission may by resolution fix.

Sec. 4.02(c). Acting city manager. By letter filed with the city clerk, the city commission shall designate a city officer or employee to exercise the powers and perform the duties of the city manager during the manager's temporary absence or disability; the city commission may revoke such designation at any time and appoint another officer of the city to serve until the city manager returns.

Sec. 4.02(d). Powers and Duties. The city manager shall be the chief executive officer of the city, responsible to the city commission for the management of all city affairs placed in the manager's charge by and under this charter. The city manager shall:

(1) See that the laws and ordinances are enforced;

(2) Appoint and remove the city clerk who shall serve as the election official and the custodian of the seal of the city and of all records and papers of a general character pertaining to the affairs of the municipality. The city clerk shall perform the duties specified in this Charter as well as those required by the city manager. Additionally, the city manager shall appoint and remove all other subordinate officers and employees of the city; provided, however, that the removal of any and all employees that are covered by the merit plan (see Appendix A Personnel Policies and Procedures Sec. 1) shall be subject to appeal as provided by the merit plan of the city;

(3) Exercise, control and direct supervision over all departments and divisions of the municipal government under this Charter, or which may hereafter be created by the city commission, except for the offices of city attorney, ~~city clerk,~~ boards, commissions and authorities;

(4) See that all terms and conditions imposed in favor of the city or its inhabitants in any public utility franchise are faithfully kept and performed; and upon knowledge of any violation thereof, to call the same to the attention of the city attorney, whose duty it is hereby made to take such legal steps as may be necessary to enforce the same;

(5) Attend all meetings of the city commission with the right to take part in discussions without having a vote;

(6) Recommend to the city commission for adoption such measures as the manager may deem necessary or expedient in the interest of the city;

(7) Keep the city commission fully advised as to the financial condition and future needs of the city; prepare and submit the annual budget and capital program to the city commission; and, implement the final budget approved by the commission to achieve the goals of the city;

(8) Submit to the city commission and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year;

(9) Make such other reports as the city commission may require concerning operations;

(10) Assist the city commission to develop long term goals for the city and strategies to implement these goals;

(11) Promote partnerships among the commission, staff, and residents in developing public policy and building a sense of community; and

(12) Perform such other duties as may be prescribed under this act or as may be required of the city manager by ordinance or a resolution or motion of the city commission.

Sec. 4.03. City attorney.

Sec. 4.03(a). Duties. The city attorney shall serve as chief legal adviser to the city commission, the city manager, ~~the city clerk,~~ and all city departments, offices and agencies, excluding the utilities commission who shall have independent representation; shall represent the city in all legal proceedings and shall perform any other duties prescribed by state law, by this charter, or by ordinance. The city commission may authorize the city attorney to employ assistant city attorneys or engage outside counsel whenever it is deemed necessary or expedient to employ such additional counsel, and such attorneys are to be selected by the city attorney and their compensation shall be fixed and determined by the city commission.

Sec. 4.03(b). Qualifications. The city attorney shall be a practicing attorney, a member in good standing of the Florida Bar, admitted to and have authority to practice in the courts of the State of Florida, and have experience in local government law.

~~**Sec. 4.04. City clerk.**~~

~~Sec. 4.04(a). Duties.~~

~~The city clerk shall be the custodian of all city records; shall give notice of commission meetings to its members and the public; shall keep minutes of its proceedings; serve as the election official; and perform such other duties as are assigned by this charter or the city commission.~~

~~**Sec. 4.04(b). Qualifications.**~~

~~The City Clerk shall have a minimum experience of three years in progressively responsible related governmental administrative work or a comparable amount of training, education, or experience.~~

ARTICLE V. FINANCIAL MANAGEMENT

Sec. 5.01. Fiscal year.

The fiscal year of the city shall begin on the first day October and end on the last day of September.

Sec. 5.02. Submission of budget and budget message.

On or before the first day of August of each year, the city manager shall submit to the city commission a budget for the ensuing fiscal year and an accompanying message.

Sec. 5.03. Budget message.

The city manager's message shall explain the budget both in fiscal terms and in terms of the work programs, linking those programs to organizational goals and community priorities. It shall outline the proposed financial policies of the city for the ensuing fiscal year and the impact of those policies on future years. It shall describe the important features of the budget, indicate any major changes from the current year in financial policies, expenditures, and revenues together with the reasons for such changes; summarize the city's debt position, including factors affecting the ability to raise resources through debt issues; and include such other material as the city manager deems desirable.

Sec. 5.04. Budget.

The budget shall provide a complete financial plan of all city funds and activities for the ensuing fiscal year and, except as required by law or this charter, shall be in such form as the city manager deems desirable or the city commission may require for effective management and an understanding the relationship between the budget and the city's strategic goals. The budget shall begin with a clear general summary of its contents; shall show in detail all estimated income, indicating the proposed property tax levy, and all proposed expenditures, including debt service, for the ensuing fiscal year; and shall be so arranged as to show comparative figures for actual and estimated income and expenditures of the current fiscal year and actual income and expenditures of the preceding fiscal year.

Sec. 5.05. Administration and fiduciary oversight of the budget.

The city commission shall provide by ordinance the procedures for administration and fiduciary oversight of the budget.

Sec. 5.06. Independent audit.

The city commission shall provide for an independent annual audit of all city accounts and may provide for more frequent audits as it deems necessary. An independent certified public accountant or firm of such accountants shall make such audits. Such audits should be performed in accordance with Generally Accepted Auditing Standards (GAAS) and Generally

Accepted Governmental Auditing Standards (GAGAS). The city commission shall, using competitive bidding, designate such accountant or firm annually, or for a period not to exceed five (5) years, but the designation for any particular fiscal year shall be made no later than thirty (30) days after the beginning of such fiscal year. The standard for independence is that the auditor must be capable of exercising objective and impartial judgment on all issues encompassed within the audit engagement. No accountant or firm may provide any other services to the city during the time it is retained to provide for independent audits of the city. The city commission may waive this requirement by a majority vote at a public hearing.

ARTICLE VI. SUSTAINABILITY

Sec. 6.01. Environmental stewardship.

The City of New Smyrna Beach, in order to insure the health and safety of its citizens and visitors, shall strengthen city standards with respect to air quality, water quality, sea level rise, and flooding, including:

(a) Tree protection sufficient to maintain a substantial tree canopy for air quality and removal of pollutants.

(b) Enhanced stormwater quality standards that sufficiently protect all receiving water bodies, including, ponds, lakes, creeks, streams, and wetland areas, whether man-made or not.

(c) Enhanced stormwater volume and rate of discharge standards that protect surrounding properties.

(d) Floodplain management standards that utilize the best coastal management practices to protect existing and future development from flooding impacts.

(e) Limitations on the use of impervious materials.

(f) Programs and policies that support the removal of existing septic tanks.

Sec. 6.02. Land development and zoning.

The City of New Smyrna Beach, in order to preserve the special character of the city's history, strengthen the city's economic base, and enhance the sense of place in the residential neighborhoods, shall strengthen city standards, including:

(a) Preserving the scale and character of the city's neighborhoods.

(b) Maintaining the city's tree canopy, green areas, and historic footprint.

(c) Ensuring the sustainability of a parcel zoned for development without endangering the public health, safety, or welfare.

Sec. 6.03. Historic preservation.

The City of New Smyrna Beach, in order to preserve ~~and enhance~~ the historic quality of the city, shall~~foster economic development,~~ manage ~~growth, improve property values, and add to the quality of life of its citizens and visitors, shall strengthen~~ the city's ~~commitment to~~ historic stewardship by:

(a) ~~Updating the regulations pertaining to historic properties.~~ Continuing to encourage and/or assist owners of contributing structures in National or Local Historic Districts to voluntarily maintain those structures as they contribute to the history of the City of New Smyrna Beach.

(b) ~~Creating and expanding upon local historic districts.~~ Assisting owners of contributing structures in National or Local Historic Districts with guidance towards grant opportunities and/or tax credits that may support maintenance of those structures.

(c) ~~Developing guidelines that will assist owners in obtaining historic preservation property tax exemptions.~~ Encouraging local groups to organize, create private foundations, and/or take a leadership role to provide private financial support for the maintenance of privately owned Local Historic Structures or Sites.

(d) ~~Assist and facilitate owners of historic properties to access existing grant sources.~~ Continuing to provide financial support for the care and maintenance of all City owned historical or locally designated structures or sites within the City of New Smyrna Beach.

Sec. 6.04. Sale or lease of significant public lands.

Any transfer of ownership, or lease lasting longer than ten (10) years, of lands owned by the City of New Smyrna Beach lying contiguous to a named body of water, shall only occur after a unanimous vote of approval by all five (5) members of the city commission.

Sec. 6.05. Arts and Culture

The City of New Smyrna Beach, to preserve and enhance the quality of life for its citizens and visitors, shall continue its commitment to arts and cultural endeavors by:

(a) Prioritizing public art, community arts, and cultural events.

(b) Providing guidance and information related to grant opportunities and other potential funding resources for arts and cultural activities.

(c) Preserving existing art and cultural events in the City, while encouraging the addition of new events in the City, to the extent it is possible.

ARTICLE VII. CITIZEN PARTICIPATION

Sec. 7.01. Advisory boards.

The city commission may at any time appoint an advisory board, or advisory boards, which shall be composed of citizens who are qualified to act in an advisory capacity to the city commission, the city manager or to any department of the city government, with respect to the conduct and the management of any property or institution or the exercise of any public functions of the city. The members of such board shall serve without compensation for the time fixed in their appointment, or at the pleasure of the city commission, and their duties shall be to consult and advise with such municipal officers and make written recommendations which shall become part of the records of the city.

Sec. 7.02. Charter amendments.

Amendments to this Charter may be framed and proposed pursuant to state law (F.S. § 166.031, as amended).

Sec. 7.03. Charter review.

There shall be a periodic review of this Charter by a charter review advisory committee appointed by the city commission at least once ~~in 2026 and~~ every ten (10) years ~~thereafter~~. Each zone in the city shall have representation on the committee.

Sec. 7.04. Recall.

The registered voters of the city shall have power to recall elected officials of the city pursuant to state law (F.S. § 100.361, as amended).

Sec. 7.05. General authority for initiative and citizen referendum.

(1) *Initiative.* The registered voters of the city shall have power to propose ordinances to the commission and, if the commission fails to adopt an ordinance so proposed without any change in substance, to adopt or reject it at a city election, but such power shall not extend to any development order, local comprehensive plan amendment or map amendment, the budget or capital program or any ordinance relating to appropriation of money, levy of taxes, or salaries of city officers or employees.

(2) *Citizen referendum.* The registered voters of the city shall have the power to require reconsideration by the commission of any adopted ordinance and, if the commission fails to repeal an ordinance so reconsidered, to approve or reject it at a city election, but such power shall not extend to any development order, local comprehensive plan amendment or map amendment, the budget or capital program or any emergency ordinance or ordinance relating to appropriation of money or levy of taxes.

(a) *Commencement of proceedings; petitioners' committee; affidavit.* Any five (5) qualified voters may commence initiative or referendum proceedings by filing with

the city clerk an affidavit stating they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses and specifying the street address to which all notices to the committee are to be sent, and setting out in full the proposed initiative ordinance or the ordinance sought to be reconsidered. Promptly after the affidavit of the petitioners' committee is filed, the Clerk shall, issue the appropriate petition blanks to the petitioners' committee at the committee's expense.

(b) *Petitions.*

(1) *Number of signatures.* Initiative and citizen referendum petitions must be signed by the registered voters of the city equal in number to at least ten (10) percent of the total number of registered voters at the last regular city election.

(2) *Form and content.* All papers of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signature shall be executed in ink or indelible pencil and shall be followed by the address of the person signing. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed or sought to be reconsidered.

(3) *Affidavit of Circulator.* Each paper of a petition shall have attached to it when filed an affidavit executed by the person circulating it stating that he or she personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in his or her presence, that he or she believes them to be the genuine signatures of the persons whose names they purport to be, and that each signer had an opportunity before signing to read the full text of the ordinance proposed or sought to be reconsidered.

(4) *Time for filing referendum petitions.* Referendum petitions must be filed within thirty (30) days after adoption by the commission of the ordinance sought to be reconsidered.

(c) *Procedure after filing.*

(1) *Certificate of clerk; amendment.* Within twenty (20) days after the petition is filed, the city clerk shall complete a certificate as to its sufficiency, specifying, if it is insufficient, the particulars wherein it is defective and shall promptly send a copy of the certificate to the petitioners' committee by certified mail. A petition certified insufficient for lack of the required number of valid signatures may be amended once if the petitioners' committee files a notice of intention to amend it with the clerk within two (2) days after receiving the copy of the certificate and files a supplementary petition upon additional papers within ten (10) days after receiving the copy of such certificate. Such supplementary petition shall comply with the requirements of subsections (2) and (3) of subsection (b), and within five (5) days after it is filed the Clerk or other official designated by the commission shall complete a certificate as to the sufficiency of the petition as

amended and promptly send a copy of such certificate to the petitioners' committee by certified mail as in the case of an original petition. If a petition or amended petition is certified sufficient, or if a petition or amended petition is certified insufficient and the petitioners' committee does not elect to amend or request commission review under subsection (2) of this section within the time required, the clerk shall promptly present the certificate to the commission and the certificate shall then be a final determination as to the sufficiency of the petition.

(2) *Commission review.* If a petition has been certified insufficient and the petitioners' committee does not file notice of intention to amend it or if an amended petition has been certified insufficient, the committee may, within two (2) days after receiving the copy of such certificate, file a request that if be reviewed by the city commission. The commission shall review the certificate at its next meeting following the filing of such request and approve or disapprove it, and the commission's determination shall then be a final determination as to the sufficiency of the petition.

(3) *Court review; new petition.* A final determination as to the sufficiency of a petition shall be subject to court review. A final determination of insufficiency, even if sustained upon court review, shall not prejudice the filing of a new petition for the same purpose.

(d) *Referendum petitions; suspension of effect on ordinances.* When a referendum petition is filed with the city clerk, the ordinance sought to be reconsidered shall be suspended from taking effect. Such suspension shall terminate when:

(i) There is a final determination of insufficiency of the petition, or

(ii) The petitioner's committee withdraws the petition, or

(iii) The city commission repeals the ordinance, or

(iv) Thirty (30) days have elapsed after a vote of the registered voters of the City of New Smyrna Beach on the ordinance.

(e) *Action on petitions.*

(1) *Action by commission.* When an initiative or referendum petition has been finally determined sufficient, the commission shall promptly consider the proposed initiative ordinance in the manner provided in article II, or reconsider the referred ordinance by voting its repeal. If the commission fails to adopt a proposed initiative ordinance without any change in substance within sixty (60) days or fails to repeal the referred ordinance within thirty (30) days after the date the petition was finally determined sufficient, it shall submit the proposed or referred ordinance to the voters of the city.

(2) *Submission to voters.* The vote of the city on a proposed or referred ordinance shall be held not less than thirty (30) days and not later than one hundred eighty (180) days from the date of the final commission vote thereon. If no regular city election is to be held within the period prescribed in this subsection, the commission shall provide for a special election; otherwise, the vote shall be held at the same time as such regular election, except that the commission may, in its discretion, provide for a special election at an earlier date within the prescribed period. Copies of the proposed or referred ordinance shall be made available for inspection at the office of the city clerk not less than five (5) days prior to the election and at the polls.

(3) *Withdrawal of petitions.* An initiative or referendum petition may be withdrawn at any time prior to the fifteenth (15th) day preceding the date scheduled for a vote of the city by filing with the city clerk a request for withdrawal signed by at least two-thirds (⅔) of the petitioners' committee. Upon the filing of such request the petition shall have no further force or effect and all proceedings thereon shall be terminated.

(f) *Results of election.*

(1) *Initiative.* If a majority of the registered voters voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon certification of the election results and shall be treated in all respects in the same manner as ordinances of the same kind adopted by the commission. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

(2) *Referendum.* If a majority of the registered voters voting on a referred ordinance vote against it, it shall be considered repealed upon certification of the election results.

ARTICLE VIII. UTILITIES COMMISSION

Sec. 8.01. Created; definitions.

There is hereby created and made a part of the government of the City of New Smyrna Beach a utilities commission to be known and designated as "Utilities Commission, City of New Smyrna Beach, Florida," which shall consist of five (5) members. For the purposes of this act, unless otherwise designated, the word "commission" shall mean the Utilities Commission of New Smyrna Beach and the word "commissioner" shall mean a member of the said utilities commission. Except as otherwise authorized, the utilities commission shall function the same as it previously functioned under Laws of Fla., ch. 67-1754. This act shall not supersede or alter the general law in effect and agreements entered into prior to the effective date of this act [June 12, 1985].

Sec. 8.02. Members—Appointment; term; vacancy; removal.

The commission shall consist of five (5) members to be appointed by the city commission. The city commissioners shall appoint a replacement for any commissioner whose term expires and the replacement shall be appointed for a term of three (3) years. Should a vacancy occur on the utilities commission by virtue of resignation, death or removal, the unexpired term shall be filled as provided above. Any commissioner may be removed from office upon a majority vote of the city commissioners for malfeasance, misfeasance, nonfeasance, conviction of a felony or upon recommendation of a majority of the utilities commissioners.

Sec. 8.03. Same—Qualifications.

Each commissioner shall be a qualified elector and freeholder in New Smyrna Beach, but no employee or elected or appointed officer of the city shall be a commissioner and no commissioner shall serve more than three consecutive terms.

Sec. 8.04. Meetings; rules and regulations; officers.

The commission shall meet at least once each month at the offices of the commission. All meetings of the commission shall be open to the public and minutes shall be kept of all meetings. The commission shall have authority to promulgate rules and regulations for the conduct of its meetings and the operation of its business. At the regular meeting of the commission in September of each year, the commissioners shall elect a chair, a vice-chair, a secretary and a treasurer from its membership; however, the office of secretary and treasurer may be combined.

Sec. 8.05. Authority to appoint and employ necessary personnel.

The commission shall have the power to appoint and employ engineers, auditors, attorneys and such other personnel as may be necessary for the efficient operation of the city's utilities and the management of its business and affairs.

Sec. 8.06. Authority over city's utilities.

The commission shall, pursuant to the New Smyrna Beach Charter, manage, operate and control all of the city's utilities and shall employ and discharge at their pleasure all employees whose services are performed in any manner in connection with said utilities.

Sec. 8.07. Commissioners' salary, expenses.

The commissioners shall be paid such salary as may from time to time be set by the City Commission of the City of New Smyrna Beach, but no more than one hundred dollars ($100.00) each month, and in addition shall be paid necessary expenses incurred in carrying on and conducting the business of the commission subject to the approval of the city commission.

Sec. 8.08. Monthly statements; fiscal year; annual audit.

The commission shall submit to the city commission a monthly statement showing all sums or amounts received, operating expenses, amount charged to depreciation and extensions, reserve fund and amount appropriated to interest and sinking fund. The fiscal year of the commission shall begin October 1 and end September 30 of each year and the books and records of the commission shall be audited by an independent certified public accountant as of the close of business of each fiscal year.

Sec. 8.09. General powers and authority.

The commission shall have full and exclusive power and authority to prescribe rules, rates and regulations governing the sale and use of electricity, water, gas and sewage collection and treatment wherever such services are furnished by said Commission and to change the same at its pleasure, after conducting a public hearing or hearings pertaining to rate changes. The commission is authorized to furnish electricity, power, water, gas and sewage collection and treatment to private individuals and corporations wherever the same may be required and feasible as determined by the commission and for said purpose the commission shall have the right to acquire, construct, maintain, extend, improve and develop electric production and distribution systems, water production and distribution facilities and systems, gas production and distribution systems and sanitary sewer facilities and systems, including the right to construct and maintain electric lines, water and gas mains and sewers in, along and under all public streets and highways and to contract with and receive grants and contributions from the United States or any of its agencies or departments, the state and any municipality, public body, corporation, partnership or individual for such purposes. The commission may extend city utilities beyond the corporate limits of the City of New Smyrna Beach in conformance with the requirements of F.S. Ch. 366, only upon approval by ordinance of the city commission and the Commission may enter into a contract for a term of more than four (4) years only after approval by ordinance of the city commission. The city commission may not withhold its approval or deny passage of an ordinance where such withholding or denial would cause the commission to violate any of the covenants or terms of its bond resolutions and related contracts, resolutions, and documents. The commission shall prepare and submit its budget for the ensuing year to the city commission on or before July 1 of each year, setting forth its estimated gross revenues and estimated requirements for operations and maintenance expenses, debt service, and depreciation. A copy of the budget shall be published once in a newspaper of general circulation in the city during the month of July. The commission shall adopt the budget for the ensuing year only upon approval by ordinance of the city commission. The city commission may not withhold its approval or deny passage of an ordinance approving the budget where such withholding or denial would cause the commission to violate any of the covenants or terms of its bond resolutions and related contracts, resolutions, and documents.

Sec. 8.10. Billing and collection of fees and charges; disposition of funds collected.

The commission shall have the exclusive power and authority to bill and collect the prescribed fees or charges for all services and utilities under its control and when collected, the flow of funds shall be: First, the payment of all operating and maintenance expenses of said utilities; second, the funding of all reserves required by revenue certificates issued by the city or said commission for projects under commission control including the debt service payments of all such revenue certificates as same become due; third, the payment to the general fund of the city a sum equal to six (6) percent of the gross revenues from utilities under commission control; such payments shall be made monthly. The surplus shall be paid annually to the general fund of the city after reserving an adequate fund for operation and maintenance expenses, capital improvements and line extensions as determined by the commission.

Sec. 8.11. Acquisition of property by eminent domain; title.

The commission is empowered, by its duly constituted authorities, to exercise the right of eminent domain to appropriate property, except state or federal, for the purpose of obtaining, constructing and maintaining electric plants, substations and distribution lines; water or gas mains; reservoirs and pumping stations; sewer lines, pumping stations and disposal or processing plants; and to acquire all such lands, waters and lands adjacent to waters which the Commission judges may be necessary for the full and complete construction, maintenance and operation of any utility. The title to all property, real or personal, owned or acquired by the commission shall be vested in the City of New Smyrna Beach.

Sec. 8.12. Authority to shut off and discontinue water, electricity, etc.

The commission shall have the power to shut off and discontinue the supplying of water, electricity or any other utilities or services now or hereafter under the control, management or jurisdiction of the commission to any and all users for violation of any of the rules or regulations pertaining to the sale, distribution or use of such utilities and services and for nonpayment, when due, of the fees, rentals or other charges for utilities and services. Regulations governing the shutting off and discontinuance of any of such utilities and services and the terms and conditions for the restoration of such utilities and services, including interest and charges for shutting off and discontinuance or the restoration of said utilities and services may be adopted by the commission.

Sec. 8.13. Agreements with holders of revenue bonds and other obligations.

The commission shall have power and authority to make agreements and covenants with the City of New Smyrna Beach and the holders of any revenue bonds or other obligations issued to finance, in whole or in part, any repairs, extensions or improvements of any utility with respect to the filing and collecting of fees, rentals and other charges for services and utilities. All such agreements and covenants shall constitute and be deemed valid contracts between the

commission and the holders of any revenue bonds or other obligations and may be enforced by any holder of such revenue bonds or any other obligations in any court of competent jurisdiction subject, however, to any provision for enforcement which may be contained in such agreements or covenants or in the resolution or resolutions of the governing body of the city or the commission pursuant to which such obligations were issued.

Sec. 8.14. Borrowing money.

The commission, upon a majority vote, is hereby authorized to borrow at any time an amount of money equal to ten (10) percent of the book value of the electric and water plants for any six-month period and to pay interest on such sum borrowed at a rate not to exceed the then prevailing interest rate and to issue its promissory note or notes as evidence of said indebtedness, which notes shall be signed by the chair of the commission and the secretary thereof, provided that at no time shall such promissory note or notes exceed ten (10) percent of the book value of such plants and provided further that money so borrowed shall be expended only for current operating expenses.

Sec. 8.15. Revenue certificates and promissory notes.

The commission shall, upon the approval by ordinance of the city commission, after conducting a public hearing or hearings, have the right, power and authority to issue revenue certificates or promissory notes for the purpose of paying all or a part of the cost of acquisition, construction, repairing, extensions, additions, equipping and the reconstruction of any of the city's utilities. The city commission shall not withhold its approval or deny passage of an ordinance where such a withholding or denial would cause the commission to violate any of the covenants or terms of its bond resolutions and related contracts, resolutions and documents. All of such revenue certificates or promissory notes while authorized and issued by the commission shall be obligations of the city of New Smyrna Beach and no referendum or freeholder election shall be required as a condition precedent to the issuance of such revenue certificates or promissory notes. All revenue certificates shall be offered for sale to not less than three (3) responsible bond brokers and the best bid excepted unless, in the discretion of the commission, a better bid can be obtained by negotiation. In such cases the commission shall have the right to reject all bids and sell said certificates upon the best terms offered therefor.

(1) Revenue certificates issued under the provisions of this act shall be payable from the revenues derived from the operation of the city's utilities or services under the supervision, operation and control of the Commission and from any other funds legally available therefor.

(2) The commission shall not convey or mortgage any property or facility or any part thereof as security for the payment of revenue certificates.

(3) In the discretion of the Commission, each or any issue of such revenue certificates may be secured by a trust agreement by and between the commission and a corporate trustee which may be any trust company or bank having the powers of a

trust company within or outside of the state. Such trust agreement may pledge or assign the revenues to be received by the commission. The resolution providing for the issuance of revenue certificates or such trust agreement may contain such provisions for protecting and enforcing the rights and remedies of the certificate holders as may be reasonable, proper and not in violation of law, including covenants setting forth the duties of the commission in relation to the acquisition, construction, improvements, maintenance, operation, repair, equipping and insurance of the facilities, and the custody, safeguarding and application of all monies. It shall be lawful for any bank or trust company incorporated under the laws of this state to act as such depository and to furnish such indemnifying bonds or to pledge such securities as may be required by the commission. Such resolution or such trust agreement may restrict the individual right of action by certificate holders as is customary in trust agreements securing bonds or debentures of corporations. In addition to the foregoing, such resolution or trust agreement may contain such other provisions as the Commission may deem reasonable and proper for the security of certificate holders. Except as this chapter otherwise provides, the commission may provide, by resolution or by trust agreement, for the payment of the proceeds of the sale of the revenue certificates and the revenues of the utilities and services to such officer, board or depository as it may determine for the custody thereof and for the method of disbursement thereof with such safeguards and restrictions as it may determine. All expenses incurred in carrying out such trust agreement may be treated as a part of the cost of operation of the utilities affected by such trust agreement.

(4) The resolution or trust agreement providing for the issuance of the revenue certificates may also contain such limitations upon the issuance of additional revenue certificates as the commission may deem proper and such additional certificates shall be issued under such restrictions or limitations as may be prescribed by the resolution or trust agreement.

Sec. 8.16. Refunding revenue certificates.

The commission, upon approval by ordinance of the city commission is authorized to provide by resolution for the issuance of refunding revenue certificates for the purpose of refunding any revenue certificates heretofore issued by the City of New Smyrna Beach then outstanding or issued under the provisions of this chapter. The commission is further authorized, upon approval by ordinance of the city commission, to provide by resolution for the issuance of revenue certificates for the combined purpose of:

(1) Paying the cost of any acquisition, construction, extension, addition, improving, equipping or reconstruction of a facility or facilities of the commission;

(2) Refunding revenue certificates heretofore issued by the City of New Smyrna Beach and of the Commission which shall theretofore have been issued under the provisions of this chapter and shall then be outstanding.

The issuance of such obligations, the maturities and other details thereof, the rights and remedies of the holders thereof, the rights, powers, privileges, duties and obligations of the commission with respect to the same shall be governed by the foregoing provisions of this chapter insofar as the same may be applicable. The city commission shall not withhold its approval or deny passage of an ordinance where such a withholding or denial would cause the commission to violate any of the covenants or terms of its bond resolutions and related contracts, resolutions and documents.

Sec. 8.17. Legal status of revenue certificates or other obligations.

Any revenue certificates or other obligations issued pursuant to this chapter shall be and constitute legal investments for bonds, savings banks, trustees, executors, administrators and all other fiduciaries for all state, municipal and public funds and shall also be and constitute securities eligible for deposit as security for all state, municipal or other public funds notwithstanding the provisions of any other law or laws to the contrary.

ARTICLE IX. MISCELLANEOUS PROVISIONS

Sec. 9.01. Force majeure.

Failure to meet any deadline or satisfy any performance requirement set forth in this charter may be excused due to unforeseen events such as hurricanes, natural disasters, acts of nature, fires, acts of public enemies, pandemics, health emergencies, riots, civil disturbances, sabotage, strikes, or restraints imposed by order of a governmental agency or court, provided any such deadline or performance standard is cured or corrected as soon as reasonably practicable.

Sec. 9.02. Severability.

If any provision of this charter is held invalid, the other provisions of the charter shall not be affected. If the application of the charter or any of its provisions to any person or circumstance is held invalid, the application of the charter and its provisions to other persons or circumstances shall not be affected.

Sec. 9.03. Conflicting laws repealed.

All laws and parts of laws in conflict herewith insofar as they apply to the City of New Smyrna Beach be, and the same are, hereby repealed.

2025 NEW SMYRNA BEACH CHARTER REVIEW COMMITTEE (CRC) SUMMARY OF PROPOSED CHANGES & REASON(S) TO THE CITY CHARTER

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article II. City Commission • Sec. 2.02 Composition and terms of office	The mayor shall serve a term of two (2) years.	The mayor shall serve a term of four (4) years.	With a term of 2 years the Mayor is continuously campaigning. Insufficient time to accomplish goals. The Mayor is a commissioner; all other commissioners have a 4-year term. Increases Mayoral experience.	Bi-annually elected mayor might remain more responsive to the majority opinion of the electorate. With the Mayoral election every two years, the electorate has the ability to vote out a majority of the commission in each election cycle.	CRC recommended approval of 4-year mayoral term (4/15/25, vote of 8-1)
Article II. City Commission • Sec. 2.02 Composition and terms of office	Each commissioner shall serve a term of four (4) years. Commissioners from zones 1 and 2 shall be elected every four (4) years beginning with the general election to be held in November, 2014. Commissioners from zones 3 and 4 shall be elected every four (4) years beginning with the general election to be held in November, 2012.	Each commissioner shall serve a term of four (4) years. Commissioners from zones 1 and 2 shall be elected every four (4) years beginning with the general election to be held in November, 20~~14~~26. Commissioners from zones 3 and 4 shall be elected every four (4) years beginning with the general election to be held in November, 20~~12~~28.	Update needed to current language to reflect the correct four (4) year term start date for commissioners.	None, as it is necessary to make the charter accurate.	This item is a necessary correction to update the Charter and make it accurate.

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article II. City Commission • Sec. 2.03 Powers and duties of commission	The city commission shall annually perform performance reviews on the following charter officers: the city manager and, the city attorney, and the city clerk.	The city commission shall annually perform performance reviews on the ~~following charter officers: the~~ city manager and~~,~~ the city attorney~~, and the city clerk~~.	The City Clerk in most jurisdictions today work under the City Manager. Thus, streamlining the direct reports to City Commission to the City Attorney and City Mgr. The change also provides the City Clerk with one boss vs five bosses.	It would maintain the status quo but continues the situation of the City Clerk having five bosses giving direction.	CRC recommended approval of removing the reference to the City Clerk as it goes with the action taken in Section 4.01 (5/6/25, vote of 11-0) **There are multiple sections where this reference is being updated accordingly. Including Sec. 2.05(c).
Article II. City Commission • Sec. 2.11. - Compensation	The city commission shall determine the annual salary for the mayor and commissioners by ordinance.	Original discussion - No Change. Further discussion lead to proposed change. ~~The city commission shall determine the annual salary of the mayor and commissioners by ordinance.~~ The mayor shall receive a sum equal to 75 percent of the annual salary paid to the Volusia County council chair. City commissioners shall receive a sum equal to 75 percent of the sum paid to the mayor. Salary payments to the mayor and city commissioners shall be paid in bi-weekly installments. The compensation paid	Setting by ordinance allows the commission to adjust based on current economics. CRC – discussed and no change was originally recommended. Upon further discussion the change was approved as shown in the Status column.	Discussion revolved around what was the appropriate methodology to set the Mayor and City Commission annual salary and keep it economically current. Provides the Commission with roughly a 50% raise. There was pro and con discussion on the provision of a "living wage" to the commissioners or should it be based on cost-of-living increase.	CRC recommended increasing the compensation of the Mayor to 75% of the Volusia County Chair and the City Commissioners to 75% of the Volusia County Representatives. (5/6/25, vote 9-2) This was brought back up for reconsideration and discussion on 5/20/25) *The new motion made the following changes. CRC recommended compensation of the Mayor to be 75% of the Volusia County Chair and the City Commissioners to be 75% of the base salary compensation paid to NSB Mayor. (5/20/25, vote 6-1)*

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
		to the mayor and city commissioners in subsequent fiscal years shall be adjusted in accordance with adjustments made to the Volusia County council members' salaries. In addition, each member of the city commission, including the mayor, may receive necessary and actual expenses and benefits as established by ordinance.			
Article III. Elections Sec. 3.05 Nominations & elections; when primary election unnecessary; tie vote.	Section title; Nominations & elections; when primary election unnecessary; tie vote	Nominations & election; when primary or general election unnecessary; tie vote. However, if and when a candidate for mayor or commissioner receives fifty percent plus one vote of the votes in the primary election, then that candidate shall be declared to be elected for the office and it shall not be	For clarification and functionality. The discussion centered around 2 concepts – (a) is 50% +1, the correct percentage or (b) should it be higher percentage like 60%?	No real downside as it would save money by not having to hold an election, as the winner could be determined in the primary. The general election usually has a higher voter turnout than the primary election, therefore this change could potentially put the power of the election in a smaller subset of the electorate.	CRC is recommending utilizing the 50 (fifty) plus 1(one) formula in the case of a Primary election, Section 3.05 Nomination and Election; When Primary Election Unnecessary; Tie Vote. (Motion passed 7-0)

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
		necessary to place his or her name on the ballot for the general election.			
Sec. 3.06. When term of office commences.	. . .The term of office for the mayor shall expire two (2) calendar years hence after the start of the term.	. . .The term of office for the mayor shall expire ~~two~~ four (~~2~~4) calendar years hence after the start of the term.	Update the verbiage to match the proposed change of term for mayor from 2yr to 4yr in Sec. 2.02	Bi-annually elected mayor might remain more responsive to the majority opinion of the electorate.	CRC recommended approval of 4-year mayoral term on 4/15/25 (vote of 8-1)
Sec. 3.07. – Commission zones; adjustment of zones.	This section discusses the four (4) city commission zones	Discussion focused on city wide elections vs by zone.	A discussion followed regarding whether zone residents should have exclusive voting rights.	After discussion, it was the consensus zone-only voting would not be beneficial.	The committee reached a consensus not to pursue the idea of zone-only voting.(4-15-25)
Sec 3.08 Pernicious political activities.	Verification was requested that this also applied to the Mayor and Commissioners	City Attorney confirmed it does	After discussion, there was no issue with the current language.	After discussion, there was no issue with the current language.	Motion to keep section as is. (Motion passed unanimously)
Article IV. Charter Officers • Sec. 4.01 Appointment and removal	The city commission shall designate the following as charter officers and shall appoint and remove them by a majority vote of the entire city commission: city manager, city attorney, city clerk.	The city commission shall designate the city manager and city attorney ~~following~~ as charter officers and shall appoint and remove them by a majority vote of the entire city commission.~~: city manager, city attorney, city clerk.~~	This verbiage is a proposed modification that correlates to the changes in Sec. 2.03 as it relates to moving the City Clerk from being a charter officer to under the City Manager	It would maintain the status quo but continues the situation of the City Clerk having five bosses giving direction.	The CRC moved to revise all sections in the Charter relating to the City Clerk being removed as a charter employee, to being under the City Manager's direction. (Motion passed unanimously.) *This includes Sec. 4.02. City manager, (d)(2) and (d)(3); Sec 4.03. City attorney. Sec. 4.03(a); Sec. 4.04. City clerk. Remove the entire section (Sec.4.04(a). Duties and Sec. 4.04(b). Qualifications)
Article IV. Charter Officers	*Sec 4.03(a). Duties.* The city attorney shall serve as chief legal advisor to	*Sec 4.03(a). Duties.* The city attorney shall serve as chief legal advisor to the city commission, the	This verbiage is being corrected to match the action taken to remove the city clerk from being a charger officer and to	This is a necessary language correction.	See action above for Article IV, Sec 4.01.

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
• Sec.4.03 City Attorney	the city commission, the city manager, the city clerk, and all city departments, offices and agencies, ...	city manager~~, the city clerk~~, and all city departments, offices and agencies, ...	working under the City Manager.		
Article IV. Charter Officers • Section 4.04 (a) and (b) City Clerk	*Sec. 4.04 (a)Duties.* The city clerk shall be the custodian of all city records; shall give notice of commission meetings to its. . . (b)*Qualifications* The City Clerk shall have a minimum . . .	~~*Sec.4.04(a).Duties. and Sec. 4.04(b) shall both be deleted in their entirety.*~~	This verbiage is a modification that correlates to the change in Sec. 2.03 as it relates to moving the City Clerk from being a charter officer to under the City Manager. This will stream line the process of having one boss instead of five. The job description will need to be updated accordingly. At the 5/20/25 meeting, the City Attorney reviewed how the ballot will be structured with the 3 related ballot questions concerning the City Clerk.	It would maintain the status quo but continues the situation of the City Clerk having five bosses giving direction.	The CRC recommended approval of the appointment of the City Clerk by the City Manager and serving at the pleasure of City Manager same as all other City employees. 5/6/25 (motion passed 8-3) On 5/20/25, Motion to revise all sections in the Charter relating to the City Clerk being removed as a charter employee, to being under the City Manager's direction. (motion passed unanimously). ***(All sections of the Charter impacted and requiring revision have been revised and reflected in the "red line" version of the Charter.)***
Article VI. – SUSTAINABILITY • Sec 6.01 Environmental Stewardship	The City of New Smyrna Beach, in order to insure the health and safety of its citizens and visitors, shall strengthen city standards with respect to air quality, water quality, sea level rise, and flooding, including:	No Change recommended	This was a long discussion of pros and cons for modifications and leaving it as written.	This was a long discussion of pros and cons for modifications and leaving it as written.	The CRC recommended leaving this section as it is currently written (6/3/25 vote 7-4)

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article VI. – SUSTAINABILITY • Sec 6.02 Land development and zoning.	The City of New Smyrna Beach, in order to preserve the distinctive character of the city's history, strengthen the city's economic base, and enhance the sense of place in the residential neighborhoods, shall strengthen city standards, including:	No Change recommended	This was a long discussion of pros and cons for modifications and leaving it as written.	This was a long discussion of pros and cons for modifications and leaving it as written.	The CRC recommended leaving this section as it is currently written (6/3/25 vote 8-3)
Article VI. – SUSTAINABILITY • Sec 6.03 Historic Preservation.	The City of New Smyrna Beach, in order to preserve and enhance the historic quality of the city, foster economic development, manage growth, improve property values, and add to the quality of life of its citizens and visitors, shall strengthen the city's commitment to historic stewardship by: . .	See redline in the Charter proposed revisions document (Page 17 of 27) as the entire section language has been modified. (It is to lengthy to insert into this summary)	Focus on property rights aligned with *voluntary* maintenance of older or potentially *local* historic, but *privately owned* residences.	The language is ok as it is currently written in the Charter.	The CRC made a motion to discuss changing the language in Sec. 6.03 at their next meeting on June 17. (6/3/25 vote 11-0) The CRC made a motion to accept the language proposed by Palmer Wilson addressing Sec. 6.03 Historic Preservation (6/17/25 passed 8-1)(See Charter draft revisions to Sec. 6.03)

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article VI. SUSTAINABILITY • Sec. 6.05. Arts and Culture (Proposed New Section)	No language currently exists addressing Arts and Culture.	Sec. 6.05. Arts and Culture The City of New Smyrna Beach, to preserve and enhance the quality of life for its citizens and visitors, shall continue its commitment to arts and cultural endeavors by: (a) Prioritizing public art, community arts and cultural events. (b) Providing guidance and information related to grant opportunities and other potential funding resources for arts and cultural activities. (c) Preserving existing art and cultural events in the City, while encouraging the addition of new events in the City, to the extent it is possible.	The CRC felt this was an integral part of the City's culture and commitment and should be recognized in the City Charter.	None	The CRC made a motion to approve the language for the proposed new Charter section *6.05 Arts and Culture.* Motion passed unanimously (9-0).

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article VII. CITIZEN PARTICIPATION Sec. 7.03 Charter review.	There shall be a periodic review of this Charter by a charter review advisory committee appointed by the city commission in 2026 and every ten (10) years thereafter. Each zone in the city shall have representation on the committee.	There shall be a periodic review of this Charter by a charter review advisory committee appointed by the city commission at least once ~~in 2026 and~~ every ten (10) years ~~thereafter.~~ Each zone in the city shall have representation on the committee.	The desire is to keep the Charter current and relevant and leave the option to review sooner than ten (10) years available if necessary.	If no modification is made, the Charter review will take place every ten (10) years. The correction is necessary due to the date for review expiring in 2026, as it should be a timeframe, not year specific going forward.	The CRC recommended approval of modifying the verbiage to review the City Charter at least every ten (10) years. 5/20/25 (Vote of 7-0)
Article I. ESTABLISHMENT AND POWERS Sec.1.05. Annexation.	(a) The City may annex contiguous territory in accordance with state law and by the following additional methods: . . .	The City Attorney noted this does need to be removed from the Charter and can be addressed by an Ordinance from City Commission	Needs to be removed from the Charter.	None	The City Attorney will draft the necessary Ordinance for presentation to the City Commission for action. (6-17-25)
CRC Recommendation for a Special Election in 2025	N/A	The CRC is recommending the City hold an off cycle special election in the fall (November/December 2025)	Revisions to the Charter be placed on a special election ballot in 2025 by the City Commission. Voter approved items would be effective immediately and would be in effect for the 2026 general election. The fee charged by the Supervisor of Elections generally increases annually.	If revisions to the Charter are delayed and placed on the general election ballot in 2026, items approved by the voters would not be in effect until the 2028 general election. A special election in 2025 would cost the City approximately $50,000. Since voter turnout is generally	**Member Hathaway moved that the Charter Review Committee revisions take effect in the 2026 election cycle. Member Billings seconded the motion The motion passed by 9-1 vote, with Member Rokjer voting no.(4-15-25)

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
				10% in a special election, this could put the Charter Revisions in the hands of a small minority of the electorate.	
***Verbiage in ~~red~~ strikethrough is to be deleted. Verbiage in red is new proposed language.*					

Charter Review

Final Report
City Charter Review
July 2, 2025
City of New Smyrna Beach, FL

Susan Boyer
Charter Review Facilitator

Report Overview

A City Charter serves as a governing document for a City. The Charter establishes the City's organizational structure, highest laws, powers, privileges and duties. The City of New Smyrna Beach City Commission appointed a Charter Review Committee (CRC) to review the city's charter and make recommendations for changes deemed advisable. In April of 2025, the City of New Smyrna Beach's Charter Review Committee held its first meeting. The committee members were each appointed by a member of the City Commission. The eleven members of the Charter Review Committee were: Mark Billings, Steve Fusilier, Spencer Hathaway, Michael J. Ison, Farley Palmer, Diana Puhl, Judy Reiker, Khalid Resheidat, Daneil Rokjer, Sandra Smith, Palmer Wilson. City Attorney Carrie Avallone and her staff provided legal assistance throughout the process. The CRC held seven (7) advertised meetings between April 1, 2025 – July 1, 2025, on the following dates: April 1, April 15, May 6, May 20, June 3, June 17, and July 1. The agendas and minutes for each of the meetings are available by making a public records request through the City Clerk's office. All meetings were publicly noticed and allowed public comment. The members of the CRC were provided a copy of the "Model City Charter, 9th Edition 2021" published by the National Civic League to use as a reference, in addition to a copy of the current City of New Smyrna Beach Charter.

The CRC was engaged and committed to reviewing the current charter and several times delayed action so they could have more time to think through the action they wanted to recommend. They reviewed the sections of the Charter and discussed some areas at great length. The following report presents the recommendations of the Charter Review Committee. In addition, the City Attorney, Carrie Avallone provided a red-line version of the current City Charter that shows the language proposed for deletion in ~~red~~ (line through) and the proposed new or modified language in red.

The following is the final report and recommendations from the Charter Review Committee to the City Commission of the proposed Charter Amendments for their consideration. The City Commission will review the proposed modifications to the charter and select all, some, none or modify the proposed recommendations. Once the City Commission makes their final decisions and modification(s) on each of the proposed amendments, those sections of the Charter will be placed on a general election or special election ballot for the citizens of the City of New Smyrna Beach to approve as a modification or reject as a modification to the city's current Charter.

Proposed Charter Revisions

The recommended revisions to the charter in this report are a refinement of the document that was most recently revised in 2020. (Note: As amended by Ord. No. 77-20, adopted August 11, 2020 and certification of election results on November 3, 2020 was adopted by Res. No. BOE on November 17, 2020.) Many of the changes recommended are for the purpose of clarifying or further defining the intent of the language; amending the language in several current sections; deletion of sections no longer relevant; and adding items not included in the existing charter.

The Charter review committee is recommending holding a special election. If the Commission elects to hold a special election and send all the items proposed by the CRC to the citizens to vote on, there will be seven (7) ballot questions for consideration. Where there are multiple sections which will need to be updated if the City Clerk is removed from being a charter officer and placed under the City Manager, this can be done with one ballot question instead of an individual ballot question for each section needing to be revised accordingly. The City Attorney

has prepared the language for the Charter Amendments proposed by the Charter Review Committee, as reflected in the attached *New Smyrna Beach Charter, with the proposed Charter Revisions in Red.* The report outlining the proposed amendments will be provided to the City Commission by the City Attorney at the Commission meeting on July 8, 2025 . It is anticipated the City Commission will then set a date for a workshop, at which time the consultant will review the report and address any questions from the Commission, as they begin their review of the recommendations from the Charter Review Committee.

A Table of Proposed Charter Revisions was created and reflects a brief summary of each section discussed by the Charter Review Committee, the potential impact of each discussed modification, impact if no modification were made, and the final action by the CRC. This table is not a comprehensive discussion on each item but is meant to be a brief reflection/summary of the discussion. If more detail is required, the minutes for each meeting of the CRC are available from the City Clerk's office.

The Charter is, and is intended to be, an evolving document. The Charter review process is an opportunity to reexamine some of the fundamental ways the city operates. The CRC did a thorough job of reviewing each section of the Charter. They were given the latitude to make recommendations to the Commission as voted in favor by the majority of the CRC. The common goal was a comprehensive review of the Charter, focusing on areas for possible amendments or deletions to keep it current. There were no restrictions placed on the committee. All proposals brought forward were discussed, some passed and some did not. The CRC, as previously noted, reviewed the Charter to be sure it was current and provided broad guidelines, allowing for some specific items to be addressed by ordinance. The Charter Review Committee did its best to provide recommendations that continue broad guidance, with specifics to be written into ordinances that will provide the City with good governance.

Charter Review Committee (CRC) Recommended Charter Amendments

The following are the specific sections of the City Charter in numeric order that are being proposed by the CRC for amendment. Since the Charter was revised in 2020, it was recognized by the committee there were sections requiring clarification, further definition or in some areas removal as the language was no longer relevant. In addition, the CRC added clarification to language in some areas and created a new section to address culture in the arts. There were no modifications recommended to the form of government, the makeup of the City Commission, however there is a recommendation to lengthen the term of office for the Mayor and Commissioners to 4-year terms.

As a part of this report is a table which provides a brief overview of both sides of the rational for the recommended modification. In each section, the language proposed for deletion is shown using strikethrough formatting and the proposed new language underlined. It should be noted those items dealing with the same amendment, such as removing the City Clerk from being a Charter Officer to under the City Manager, may appear in multiple charter sections. Since these sections are related, they will be grouped together as one amendment on the election ballot. Depending on the number of items the Commission decides to send to the citizens to vote on, this format will keep the Special Election ballot to seven (7) charter amendments, if the Commission accepts all the CRC's recommended modifications to be voted on by the public.

The following is a listing of the sections of the City Charter proposed for amendment. (Lined through items in ~~red~~ are proposed deletions and the new proposed language is in red.)

ARTICLE II. CITY COMMISSION

Sec. 2.02. Composition and terms of office.

The city commission shall consist of four (4) commissioners and a mayor. The mayor shall be a member of the city commission. The mayor shall serve a term of ~~two~~four (~~2~~4) years. There shall be an election for mayor every ~~two~~four (~~2~~4) years beginning with the general election to be held in November, 20~~12~~26. There shall be one commissioner from each zone within the city. Each commissioner shall serve a term of four (4) years. Commissioners from zones 1 and 2 shall be elected every four (4) years beginning with the general election to be held in November, 20~~14~~26. Commissioners from zones 3 and 4 shall be elected every four (4) years beginning with the general election to be held in November, 20~~12~~28. The mayor and each commissioner shall be elected by a majority of those qualified electors voting in a citywide election. No vote shall be counted for mayor or commissioner except those cast by the duly qualified electors under the laws of the State of Florida.

Sec. 2.03. Powers and duties of commission.

All powers of the city shall be vested in the city commission, except as otherwise provided by the Constitution of the State of Florida, this charter, or the Volusia County Charter. The city commission shall comply by law and by this charter. The city commission shall annually perform performance reviews on the ~~following charter officers: the~~ city manager and~~,~~ the city attorney~~, and the city clerk~~. The city commission shall conduct an annual strategic planning process which includes implementation strategies.

Sec. 2.05. Prohibitions.

(c) *Interference with administration.* Except for the purpose of inquiries and investigations under section 2.09, or asking questions and gaining information to assist the members in the formulation of sound policies, the commission or its members shall deal with city officers and employees who are subject to the direction and supervision of the city manager or~~,~~ the city attorney, ~~and the city clerk~~ solely through these charter officers, and neither the commission nor its members shall give orders to any such officer or employee, either publicly or privately.

Sec. 2.11. Compensation.

~~The city commission shall determine the annual salary of the mayor and commissioners by ordinance~~. The mayor shall receive a sum equal to 75 percent of the annual salary paid to the Volusia County council chair. City commissioners shall receive a sum equal to 75 percent of the sum paid to the mayor. Salary payments to the mayor and city commissioners shall be paid in bi-weekly installments. The compensation paid to the mayor and city commissioners in subsequent fiscal years shall be adjusted in accordance with adjustments made to the Volusia County council members' salaries. In addition, each member of the city commission, including the mayor, may receive necessary and actual expenses and benefits as established by ordinance.

ARTICLE III. ELECTIONS

Sec. 3.05. Nomination and election; when primary or general election unnecessary; tie vote.

When there are less than three (3) qualified persons nominated for the office of mayor or commissioner, no primary election shall be held for the election of a mayor or commissioner and the city clerk shall declare the persons so qualified as nominees at the general election. However, if more than two (2) qualified persons are nominated for the office of mayor or commissioner, then the city clerk shall include the nominees in the primary election as herein provided. The names of the two (2) candidates for nomination to the office of mayor or commissioner who shall receive the greatest vote in such primary election shall be placed on the ballot at the next general municipal election. The candidate at the general election who shall receive the greatest number of votes

for the office of mayor or commissioner shall be declared the mayor or commissioner. However, if and when a candidate for mayor or commissioner receives fifty percent plus one vote of the votes in the primary election, then the candidate shall be declared to be elected for the office and it shall not be necessary to place his or her name on the ballot for the general election.

A tie vote between two (2) or more candidates for the office of mayor or between two (2) or more candidates for the office of city commissioner shall be determined by the drawing of lots.

Sec. 3.06. When term of office commences.

The terms of office for mayor and city commissioners shall commence on the first Tuesday after certification of the general election in which the mayor or city commissioner was elected. The term of office for the mayor shall expire ~~two~~four (~~2~~4) calendar years hence after the start of the term. The term of office for city commissioners shall expire four (4) calendar years hence after the start of the term. The term of office and assumption of the duties by the mayor-elect and city commissioners-elect shall commence on said day upon the respective mayor-elect or city commissioner-elect taking and subscribing to his or her oath of office.

In the event that the mayor or a commissioner is either appointed or elected by special election to fill a vacancy pursuant to the provisions of section 2.08 of the New Smyrna Beach City Charter, he or she shall assume the office immediately upon taking and subscribing to the oath of office. The term of office for the mayor or member of the commission appointed or elected by special election to fill a vacancy shall end on the same day that the person for whom he or she was appointed or elected to fill the term of office would have ended.

ARTICLE IV. CHARTER OFFICERS

Sec. 4.01. Appointment and removal.

The city commission shall designate the city manager and city attorney ~~following~~ as charter officers and shall appoint and remove them by a majority vote of the entire city commission.~~: city manager, city attorney, city clerk~~. If any charter officer is removed at any time after having served six (6) months, the charter officer may demand written charges and a public hearing upon the same before the city commission, and final removal shall not take effect until such hearing has been had, but the city commission may suspend the charter officer from office pending such hearing.

Sec. 4.02. City manager.

Sec. 4.02(d). Powers and duties. The city manager shall be the chief executive officer of the city, responsible to the city commission for the management of all city affairs placed in the manager's charge by and under this charter. The city manager shall:

(1) See that the laws and ordinances are enforced;

(2) Appoint and remove the city clerk who shall serve as the election official and the custodian of the seal of the city and of all records and papers of a general character pertaining to the affairs of the municipality. The city clerk shall perform the duties specified in this Charter as well as those required by the city manager. Additionally, the city manager shall appoint and remove all other subordinate officers and employees of the city; provided, however, that the removal of any and all employees that are covered by the merit plan (see Appendix A Personnel Policies and Procedures Sec. 1) shall be subject to appeal as provided by the merit plan of the city;

(3) Exercise, control and direct supervision over all departments and divisions of the municipal government under this Charter, or which may hereafter be created by the city commission, except for the offices of city attorney~~, city clerk,~~ boards, commissions and authorities;

Sec. 4.03. City attorney.

Sec. 4.03(a). Duties. The city attorney shall serve as chief legal adviser to the city commission, the city manager, ~~the city clerk,~~ and all city departments, offices and agencies, excluding the utilities commission who shall have independent representation; shall represent the city in all legal proceedings and shall perform any other duties prescribed by state law, by this charter, or by ordinance. The city commission may authorize the city attorney to employ assistant city attorneys or engage outside counsel whenever it is deemed necessary or expedient to employ such additional counsel, and such attorneys are to be selected by the city attorney and their compensation shall be fixed and determined by the city commission.

~~Sec. 4.04. City clerk.~~

~~Sec. 4.04(a). Duties. The city clerk shall be the custodian of all city records; shall give notice of commission meetings to its members and the public; shall keep minutes of its proceedings; serve as the election official; and perform such other duties as are assigned by this charter or the city commission.~~

~~Sec. 4.04(b). Qualifications. The city clerk shall have a minimum experience of three years in progressively responsible related governmental administrative work or a comparable amount of training, education, or experience.~~

ARTICLE VI. SUSTAINABILITY

Sec. 6.03. Historic preservation.

The City of New Smyrna Beach, in order to preserve ~~and enhance~~ the historic quality of the city, shall~~foster economic development,~~ manage ~~growth, improve property values, and add to the quality of life of its citizens and visitors, shall strengthen~~ the city's ~~commitment to~~ historic stewardship by:

(a) ~~Updating the regulations pertaining to historic properties.~~ Continuing to encourage and/or assist owners of contributing structures in National or Local Historic Districts to voluntarily maintain those structures as they contribute to the history of the City of New Smyrna Beach.

(b) ~~Creating and expanding upon local historic districts.~~ Assisting owners of contributing structures in National or Local Historic Districts with guidance towards grant opportunities and/or tax credits that may support maintenance of those structures.

(c) ~~Developing guidelines that will assist owners in obtaining historic preservation property tax exemptions.~~ Encouraging local groups to organize, create private foundations, and/or take a leadership role to provide private financial support for the maintenance of privately owned Local Historic Structures or Sites.

(d) ~~Assist and facilitate owners of historic properties to access existing grant sources.~~ Continuing to provide financial support for the care and maintenance of all City owned historical or locally designated structures or sites within the City of New Smyrna Beach.

Sec. 6.05. Arts and Culture

The City of New Smyrna Beach, to preserve and enhance the quality of life for its citizens and visitors, shall continue its commitment to arts and cultural endeavors by:

(a) Prioritizing public art, community arts, and cultural events.

(b) Providing guidance and information related to grant opportunities and other potential funding resources for arts and cultural activities.

(c) Preserving existing art and cultural events in the City, while encouraging the addition of new events in the City, to the extent it is possible.

ARTICLE VII. CITIZEN PARTICIPATION

Sec. 7.03. Charter review.

There shall be a periodic review of this Charter by a charter review advisory committee appointed by the city commission at least once ~~in 2026 and~~ every ten (10) years ~~thereafter~~. Each zone in the city shall have representation on the committee.

CITY OF NEW SMYRNA BEACH

COMPLETE CHARTER DOCUMENT

WITH PROPOSED REVISIONS

BY THE CHARTER REVIEW COMMITTEE

PART I
CHARTER[1]

PREAMBLE

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.

ARTICLE I. ESTABLISHMENT AND POWERS

Sec. 1.01. Powers of the city.

The City of New Smyrna Beach hereby created and established shall have perpetual succession and all powers possible for a city to have under the constitution and laws of this state as fully and completely as though they were specifically enumerated in this charter.

Sec. 1.02. Construction of the Charter.

The powers of the city under this charter shall be construed liberally in favor of the city, and the specific mention of particular powers in the charter shall not be construed as limiting in any way the general powers granted in this article.

Sec. 1.03. Intergovernmental relations.

The city may participate by contract or otherwise with any governmental entity of this state or any other state or states or the United States in the performance of any activity which one or more of such entities has the authority to undertake.

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[1]Editor's note(s)—Printed herein is the Charter of the City of New Smyrna Beach, Florida, as amended by Ord. No. 77-20, adopted August 11, 2020 and certification of election results on November 3, 2020 was adopted by Res. No. BOE 02-20 on November 17, 2020. Amendments to the Charter are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from Ord. No. 77-20. See Charter Comparative Table for complete derivation.

State law reference(s)—Charter amendments, F.S. § 166.031.

Sec. 1.04. Form of government.

The form of government of the City of New Smyrna Beach provided for under this charter shall be known as the commission-manager plan.

Sec. 1.05. Annexation.

(a) The city may annex contiguous territory in accordance with state law and by the following additional methods:

Any unincorporated territory lying contiguous or adjacent to any boundary of the City of New Smyrna Beach, Volusia County, may be annexed to and become part of such City of New Smyrna Beach subject to the jurisdiction, obligation[s], benefits and privileges of the City of New Smyrna Beach, except as herein otherwise provided, under the following method, to wit:

(1) Such territory may be integrated into and made a part of the City of New Smyrna Beach upon petition of not less than two-thirds of the qualified electors residing in the territory to be integrated into and made a part of said City of New Smyrna Beach, who are registered freeholders on the county registration records.

(2) The petition or petitions for integration into the City of New Smyrna Beach shall be substantially in the following form:

"PETITION TO INTEGRATE TERRITORY INTO THE CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

This petition is filed pursuant to Laws of Fla., Ch. 57-1606, for the purpose of integrating the herein described lands into the City of New Smyrna Beach, Florida.

We, the undersigned, being qualified electors residing in the hereinafter described territory, who are duly registered as freeholders on the county registration records, hereby file this, our petition, for annexation of the following described territory into the City of New Smyrna Beach, Florida, in accordance with the above referred to laws of Florida, to wit:

(Here describe territory)

(Here place signatures of petitioners, showing in detail place of residence, with street and number where available.)"

(3) As many separate petitions as may be desired may be filed affecting the same area and if such petitions are insufficient for any reason, additional or supplemental petitions may be filed.

(4) When completed, such petitions, and additional or supplemental petitions, shall be filed with the City Clerk of the City of New Smyrna Beach, who shall, within five (5) days after the filing of such petitions with the clerk, deliver the same to the Supervisor of Elections of Volusia County, who shall thereupon check the names of petitioners

and shall certify within thirty (30) days that the signatures on each petition are genuine, and that the petitioners whose names appear on said petitions are qualified in all respects under this act to sign said petitions. In the event that the number of qualified petitioners is found to be insufficient, supplemental petitions may be filed until the sufficient number is obtained, and the supervisor of elections shall have the same time, as herein provided, to check such supplemental petition as the original petition. After filing with the city clerk, no petition shall be withdrawn, nor shall any petitioner be permitted to withdraw his or her signature therefrom.

(5) The petition or petitions meeting the requirements of this act shall thereupon be presented to the City Commission of the City of New Smyrna Beach, at its next regular meeting, together with the aforesaid certificate of the supervisor of elections, and a certificate from the city attorney, showing a sufficient legal description of the area to be annexed.

(6) Within six (6) months after the presentation of such approved petitions, the city commission in its discretion may adopt a resolution or enact an ordinance setting forth the filing of said petitions, certification by the supervisor of elections as to the sufficiency of each petition and the certification of the engineer or the surveyor as to the sufficiency of the description of the land contained therein, and shall resolve or ordain that the said area is incorporated into the municipality, effective as of a particular date, determined by the city commission, which effective date shall be not more than one year from the time of the presentation of the petition for annexation as provided for under the provisions of this act; or the governing body may reject said petitions by resolution within such six (6) months' period or by nonaction on their part within said period, whereupon said petitions shall become null and void. No petitions for annexing the same territory shall be filed until after a lapse of one year from the time of such rejection by resolution or nonaction.

(b) Upon the adoption of a resolution or enactment of an ordinance annexing any such unincorporated territory to the City of New Smyrna Beach, such territory shall become a part of said City of New Smyrna Beach on the effective date; provided, however, that such territory shall not be subject to ad valorem taxation until January first following the effective date of annexation; provided, however, that territory annexed pursuant to this act shall be subject to the prior bonded indebtedness of said city; and such territory shall be subject to the jurisdiction, obligations, benefits and privileges of the municipality, except as herein otherwise provided, the same as the area constituting the municipality to which it was annexed.

(c) After the effective date of such annexation all residents in the newly annexed territory shall have the same rights to vote in city elections and to hold public office in the city, as though the newly annexed territory had been a part of the said City of New Smyrna Beach for at least three months prior to the effective date of annexation. If the city should have a division into municipal districts or wards for election purposes, the newly annexed

territory shall be added to such districts or wards as the governing body of the city shall in its discretion determine.

(d) All persons, firms or corporations lawfully licensed to engage in any profession, occupation, trade or business within the annexed territory on the effective date of its annexation may upon paying the license taxes required by the City of New Smyrna Beach thereupon be entitled to carry on such profession, occupation, trade or business in the annexed area without obtaining a required permit or certificate granted by any examining board of the city; but such right may be terminated for cause after a hearing by the appropriate examining board of the city. Such licenses [licensees] must qualify with said examining boards to engage in any profession, occupation, trade or business in the existing area to which the new territory was annexed.

ARTICLE II. CITY COMMISSION

Sec. 2.01. Creation of commission.

The city commission shall consist of five (5) citizens, who shall be elected in the manner hereinafter provided. The city commission shall constitute the governing body with powers hereinafter provided to pass ordinances, adopt regulations, and appoint a chief administrative officer to be known as the "city manager" and to exercise all other powers hereinafter provided.

Sec. 2.02. Composition and terms of office.

The city commission shall consist of four (4) commissioners and a mayor. The mayor shall be a member of the city commission. The mayor shall serve a term of ~~two~~four (~~2~~4) years. There shall be an election for mayor every ~~two~~four (~~2~~4) years beginning with the general election to be held in November, 20~~12~~26. There shall be one commissioner from each zone within the city. Each commissioner shall serve a term of four (4) years. Commissioners from zones 1 and 2 shall be elected every four (4) years beginning with the general election to be held in November, 20~~14~~26. Commissioners from zones 3 and 4 shall be elected every four (4) years beginning with the general election to be held in November, 20~~12~~28. The mayor and each commissioner shall be elected by a majority of those qualified electors voting in a citywide election. No vote shall be counted for mayor or commissioner except those cast by the duly qualified electors under the laws of the State of Florida.

Sec. 2.03. Powers and duties of commission.

All powers of the city shall be vested in the city commission, except as otherwise provided by the Constitution of the State of Florida, this charter, or the Volusia County Charter. The city commission shall comply with and provide for the exercise thereof and for the performance of all duties and obligations imposed on the city by law and by this charter. The city commission shall annually perform performance reviews on the ~~following charter officers: the~~ city manager

and~~,~~ the city attorney~~, and the city clerk~~. The city commission shall conduct an annual strategic planning process which includes implementation strategies.

Sec. 2.04. Qualifications of members.

Members of the city commission including the mayor shall have been residents of the City of New Smyrna Beach, Florida, for a period of at least one (1) year immediately prior to qualifying for office, and, in addition thereto, shall have the qualifications of electors under the laws of the State of Florida.

The four (4) Commissioners elected from zones shall have resided within the zone from which they are elected for at least one (1) year prior to the date on which they qualified to run for office. Any such commissioner who shall no longer reside in the zone from which the commissioner is elected shall thereupon become disqualified to represent said zone as commissioner and that office of commissioner shall be deemed vacant.

Sec. 2.05. Prohibitions.

(a) *Holding other office.* Except where authorized by law, neither the mayor nor any commissioner shall hold any other elected public office, or otherwise be employed by the City of New Smyrna Beach, during the term for which the mayor or commissioner was elected to the commission. No former commission member shall hold any compensated appointive office or employment with the city until one year after the expiration of the term for which the mayor or commissioner was elected to the commission. The mayor and commissioners shall not be interested in the profits or emoluments of any contract, work, or service for the municipality, and any such contract in which any elected official is, or may become interested, shall be void. Nothing in this section shall be construed to prohibit the Commission from selecting any current or former commission member to represent the city on the governing board of any regional or other intergovernmental agency.

(b) *Appointments and removals.* Neither the city commission nor any of its members shall in any manner control or demand the appointment or removal of any city administrative officer or employee whom the city manager or any subordinate of the manager is empowered to appoint, but the commission may express its views and fully and freely discuss with the city manager anything pertaining to appointment and removal of such officers and employees.

(c) *Interference with administration.* Except for the purpose of inquiries and investigations under section 2.09, or asking questions and gaining information to assist the members in the formulation of sound policies, the commission or its members shall deal with city officers and employees who are subject to the direction and supervision of the city manager or~~,~~ the city attorney, ~~and the city clerk~~ solely through these charter officers, and neither the commission nor its members shall give orders to any such officer or employee, either publicly or privately.

Sec. 2.06. Forfeiture of office.

The mayor or a commissioner shall forfeit that office if the mayor or commissioner:

(a) Fails to meet the residency requirements, or

(b) Violates any express prohibition of this charter, or

(c) Is convicted of a crime involving moral turpitude, or

(d) Fails to attend three (3) consecutive regular meetings of the commission without being excused by the commission.

Sec. 2.07. Judge of qualifications, election, and forfeiture.

The city commission shall be the judge of the qualifications and election of its members and of the grounds for forfeiture of office, subject to review by the courts. In order to exercise these powers, the commission shall have power to subpoena witnesses, administer oaths, and require the production of evidence. The city commission shall use the following procedure when forfeiture of office for one of its members is considered:

(a) Written notice, approved by the remaining four (4) members of the city commission, must be delivered to the accused commissioner who shall have an opportunity to be heard and defend against the accusation.

(b) Subsequent to written notice being delivered to the accused, the commission by an affirmative vote of four (4), shall have the authority to suspend a Commissioner pending the disposition of charges for removal.

(c) Where a suspension of a commissioner occurs pursuant to this section of the charter, the suspended official shall have the right to an immediate hearing upon demand to determine if there is sufficient evidence to establish the following two elements:

(1) That probable cause exists to believe that the charges are true; and

(2) That, if true, the charges would be grounds for removal.

(d) The suspension hearing shall be held and the matter decided by the city commission. The rules of procedure shall be the same as those which apply to the hearing for removal.

(e) If the city commission does not find by an affirmative vote of four (4) of the existing members of the commission that are eligible to vote on the matter that the evidence produced at the hearing is sufficient to establish the aforementioned two elements, the suspension shall terminate immediately and the official shall be reinstated pending a final hearing on removal.

(f) A final hearing for removal must take place and a decision rendered within ninety (90) calendar days after receipt of the above-mentioned written notice unless both the

city commission, by affirmative vote of four (4) commissioners, and the accused agree to extend the time.

(g) In order for the city commission to remove the accused official from office, the commission must find that the substantial competent evidence presented at the hearing supports the charges which are the basis for the removal proceeding.

(h) A mayor or commissioner may only be removed from office by an affirmative vote of four (4) members of the existing membership eligible to vote for such action.

(i) If, after the final hearing, the city commission is unable to support such a finding by an affirmative vote of four (4) members of the city commission, any suspension of the accused shall terminate and the accused shall be reinstated to office for any unfinished portion of the official's term.

(j) The accused commissioner shall have the right to defend against the charges and has the right to present evidence and testimony and to cross-examine witnesses during any hearing regarding suspension or removal.

(k) The accused commissioner shall not be entitled to participate in the deliberations or decision in relation to the commissioner's suspension or removal.

Sec. 2.08. Vacancies; filling vacancies on commission.

(a) *Vacancies.* The office of mayor or commissioner shall become vacant upon the mayor or commissioner's death, resignation, or removal from office or forfeiture of office in any manner authorized by law.

(b) *Filling of vacancies.* Should a vacancy in the office of mayor or city commissioner occur when there are one hundred twenty (120) days or less left in the unexpired term, no appointment shall be made and that vacancy will be filled at the next regular municipal election. Should a vacancy occur when there are more than one hundred twenty (120) days left in the unexpired term, that vacancy shall be filled by the city commission within thirty (30) days of the date of the vacancy with any qualified resident from the same zone so appointed to serve until a successor is elected at the next regular municipal election. If the vacancy occurs in the office of mayor, the city commission may fill the vacancy with any qualified resident from any zone. If a vacancy is not filled by the city commission within thirty (30) days after the vacancy occurs as described above, a special election shall be held within ninety (90) days after such vacancy occurs or as soon thereafter as such election may be held; and the person so elected shall serve the remaining unexpired term of office.

Sec. 2.09. Investigations.

The city commission may request investigations into the affairs of the city and the conduct of any department, office, or agency.

Sec. 2.10. Organization of commission.

The city commission shall organize after the general election biennially, on the second Tuesday in November. On or before the first regularly scheduled meeting of the city commission in November of each year, the city commission shall choose a vice-mayor from among its membership to serve in the absence of the mayor, and who shall serve as vice-mayor for a period of one year.

Sec. 2.11. Compensation.

~~The city commission shall determine the annual salary of the mayor and commissioners by ordinance.~~ The mayor shall receive a sum equal to 75 percent of the annual salary paid to the Volusia County council chair. City commissioners shall receive a sum equal to 75 percent of the sum paid to the mayor. Salary payments to the mayor and city commissioners shall be paid in bi-weekly installments. The compensation paid to the mayor and city commissioners in subsequent fiscal years shall be adjusted in accordance with adjustments made to the Volusia County council members' salaries. In addition, each member of the city commission, including the mayor, may receive necessary and actual expenses and benefits as established by ordinance.

Sec. 2.12. Voting.

The affirmative vote of three (3) members of the city commission shall be necessary to adopt any ordinance, resolution, or motion. The passage of all ordinances, resolutions, and motions shall be taken by a "yes" or "no" vote and entered upon the minutes.

Sec. 2.13. Functions and powers of mayor.

The mayor shall be considered a member of the city commission and shall have all the powers, rights, duties and obligations of a city commissioner. The mayor shall preside at all meetings of the city commission and perform such duties consistent with the office as may be imposed by it; shall have a voice and vote in the proceedings of the city commission, but no veto power; and shall present an annual state of the city address at a meeting open to the public. The mayor may use the title of mayor in any case in which legal instruments of writing or other necessity arising from the general laws of the state so require; but this shall not be construed as conferring upon the mayor the administrative or judicial functions of mayor under the general laws of the state. The mayor shall be recognized as the official head of the city by the courts for the purpose of serving civil processes, by the government in the exercise of military law, and for all ceremonial purposes. The mayor may take command of the police in governing the city by proclamation under the direction of the city commission in times of grave public danger or emergency, and the city commission shall be the judge of what constitutes such public danger or emergency. The powers and duties of the mayor shall be such as are conferred upon that office by the city commission in pursuance of the provisions of this act and

no others. In the absence of the mayor and of the vice-mayor, the other members of the city commission shall select one of their number to perform the duties of the mayor.

ARTICLE III. ELECTIONS

Sec. 3.01. Nonpartisan elections.

All qualifications and elections for the offices of city commissioner and mayor shall be conducted on a nonpartisan basis without regard for designation of political party affiliation of any candidate, nominee, or any nomination petition or ballot.

Sec. 3.02. Conduct of elections.

City elections shall be conducted in accordance with the general election laws of the State of Florida.

Sec. 3.03. Time of holding elections; primary and general.

Elections to elect the mayor and city commissioners whose terms expire in that year shall be held in each even-numbered year as follows:

The general election for mayor and city commissioners, if necessary, shall be held in each even-numbered year at the same time as and as part of the general election of the State of Florida.

The primary election for mayor and city commissioners, if necessary, shall be held in each even-numbered year at the same time as and as part of the primary election of the State of Florida.

Sec. 3.04. Canvassing board.

A city canvassing board shall be established for the purposes of canvassing ballots and election results. The canvassing board shall be composed of the city clerk and the two (2) city commissioners whose zones are not on the ballot. After any primary or general election, the Volusia County Canvassing Board may serve in lieu of the city canvassing board.

Sec. 3.05. Nomination and election; when primary or general election unnecessary; tie vote.

When there are less than three (3) qualified persons nominated for the office of mayor or commissioner, no primary election shall be held for the election of a mayor or commissioner and the city clerk shall declare the persons so qualified as nominees at the general election. However, if more than two (2) qualified persons are nominated for the office of mayor or commissioner, then the city clerk shall include the nominees in the primary election as herein provided. The names of the two (2) candidates for nomination to the office of mayor or commissioner who shall receive the greatest vote in such primary election shall be placed on the ballot at the next general municipal election. The candidate at the general election who shall

receive the greatest number of votes for the office of mayor or commissioner shall be declared the mayor or commissioner. However, if and when a candidate for mayor or commissioner receives fifty percent plus one vote of the votes in the primary election, then that candidate shall be declared to be elected for the office and it shall not be necessary to place his or her name on the ballot for the general election.

A tie vote between two (2) or more candidates for the office of mayor or between two (2) or more candidates for the office of city commissioner shall be determined by the drawing of lots.

Sec. 3.06. When term of office commences.

The terms of office for mayor and city commissioners shall commence on the first Tuesday after certification of the general election in which the mayor or city commissioner was elected. The term of office for the mayor shall expire ~~two~~four (~~2~~4) calendar years hence after the start of the term. The term of office for city commissioners shall expire four (4) calendar years hence after the start of the term. The term of office and assumption of the duties by the mayor-elect and city commissioners-elect shall commence on said day upon the respective mayor-elect or city commissioner-elect taking and subscribing to his or her oath of office.

In the event that the mayor or a commissioner is either appointed or elected by special election to fill a vacancy pursuant to the provisions of section 2.08 of the New Smyrna Beach City Charter, he or she shall assume the office immediately upon taking and subscribing to the oath of office. The term of office for the mayor or member of the commission appointed or elected by special election to fill a vacancy shall end on the same day that the person for whom he or she was appointed or elected to fill the term of office would have ended.

Sec. 3.07. Commission zones; adjustment of zones.

(a) *Number of zones.* There shall be four (4) city commission zones.

(b) *Commission to redraw zone boundaries.* Following each decennial census, or more often if deemed necessary because of population fluctuations, the city commission shall by ordinance adjust the boundaries of the four (4) city commission zones using these criteria:

(1) Zones shall be equal in population except where deviations from equality result from the application of the provisions hereinafter set forth, but no such deviation may exceed five percent of the average population for all city commission zones according to the figures available from the most recent census.

(2) Zones should be drawn in a manner that keeps neighborhoods intact to the extent possible.

(3) Zones shall consist of contiguous territory; but land areas separated by waterways shall not be included in the same zone unless said waterways are traversed by highway bridges, tunnels, or regularly scheduled ferry services both termini of which are within the zone, except that, population permitting, islands not connected to the

mainland or to other islands by bridge, tunnel, or regular ferry services shall be included in the same zone as the nearest land area within the city.

(4) Consistent with the foregoing provisions, the aggregate length of all zone boundaries shall be as short as possible.

(c) *Procedures.*

(1) The city commission shall complete the reapportionment plan within six (6) months after the official publication of the census.

(2) Proposed plans must be available to the public for inspection and comment not less than one (1) month before the first public hearing on said plan. The plan shall include a map and description of the zones recommended.

(3) The city commission shall review and adopt the reapportionment plan as an ordinance by an affirmative vote of three (3) members of the commission.

(d) *Failure to enact ordinance.* If the city commission fails to enact a reapportionment plan within the required time, the city attorney shall petition the circuit court having jurisdiction in the county to make such reapportionment.

(e) The redrawing of zones, upon becoming law, shall not affect the remaining terms of those presently elected officials.

Sec. 3.08. Pernicious political activities.

(a) It shall be unlawful for any person to intimidate, threaten or coerce, or attempt to intimidate, threaten or coerce, any person for the purpose of interfering with the right of such other person to vote or to vote as he or she may choose, or of causing such other person to vote for, or not to vote for, any candidate for the office of mayor or city commissioner at any election held solely or in part for the purpose of selecting a mayor or city commissioner in the city.

(b) It shall be unlawful for any person employed in any administrative position by the city or by any department, independent agency or other agency of the city to use his or her official authority for the purpose of interfering with, or affecting the election or the nomination of any candidate for the office of mayor or city commissioner in the city.

(c) It shall be unlawful for any person, directly or indirectly, to promise any employment, position, work, compensation or other benefit provided for or made possible in whole or in part by any resolution or ordinance of the city commission, to any person as consideration, favor or reward for any political activity or for the support of or opposition to any candidate in any election.

(d) It shall be unlawful for any person to deprive, attempt to deprive, or threaten to deprive, by any means, any person of any employment, position, work, compensation or any other benefits provided for or made possible by any resolution or ordinance of the city

commission appropriating funds for work or relief on account of race, creed, color or political activity, support of, or opposition to any candidate in any election.

(e) It shall be unlawful for any person employed in the executive branch of the city government or any agency or department thereof to use his or her official authority or influence for the purpose of interfering with an election or affecting the result thereof. All such persons shall retain the right to vote as they may choose and to express their opinions on all political subjects. For the purpose of this section the term "officer" or "employee" shall not be construed to include the mayor or any of the city commissioners.

(f) Any person who violates any of the foregoing provisions of this section upon conviction thereof shall be fined not more than five hundred dollars ($500.00) or imprisoned for not more than sixty (60) days, or both and may be prosecuted in any court of the State of Florida having jurisdiction.

ARTICLE IV. CHARTER OFFICERS

Sec. 4.01. Appointment and removal.

The city commission shall designate the city manager and city attorney ~~following~~ as charter officers and shall appoint and remove them by a majority vote of the entire city commission.~~: city manager, city attorney, city clerk~~. If any charter officer is removed at any time after having served six (6) months, the charter officer may demand written charges and a public hearing upon the same before the city commission, and final removal shall not take effect until such hearing has been had, but the city commission may suspend the charter officer from office pending such hearing.

Sec. 4.02. City manager.

Sec. 4.02(a). Appointment and qualifications of the city manager. The city commission shall appoint a city manager by a majority vote of the entire commission who shall be the administrative head of the municipal government under the direction and supervision of the city commission. The city manager shall hold office at the pleasure of the city commission. The manager shall be chosen solely on the basis of education and experience in the accepted competencies and practices of local government management. The manager need not be a resident of the city or state at the time of appointment, but within six (6) months shall reside in the city unless otherwise approved by a vote of the city commission.

Sec. 4.02(b). Compensation of the city manager. The city manager shall receive such compensation as the city commission may by resolution fix.

Sec. 4.02(c). Acting city manager. By letter filed with the city clerk, the city commission shall designate a city officer or employee to exercise the powers and perform the duties of the city manager during the manager's temporary absence or disability; the city commission may

revoke such designation at any time and appoint another officer of the city to serve until the city manager returns.

Sec. 4.02(d). Powers and Duties. The city manager shall be the chief executive officer of the city, responsible to the city commission for the management of all city affairs placed in the manager's charge by and under this charter. The city manager shall:

(1) See that the laws and ordinances are enforced;

(2) Appoint and remove the city clerk who shall serve as the election official and the custodian of the seal of the city and of all records and papers of a general character pertaining to the affairs of the municipality. The city clerk shall perform the duties specified in this Charter as well as those required by the city manager. Additionally, the city manager shall appoint and remove all other subordinate officers and employees of the city; provided, however, that the removal of any and all employees that are covered by the merit plan (see Appendix A Personnel Policies and Procedures Sec. 1) shall be subject to appeal as provided by the merit plan of the city;

(3) Exercise, control and direct supervision over all departments and divisions of the municipal government under this Charter, or which may hereafter be created by the city commission, except for the offices of city attorney, ~~city clerk,~~ boards, commissions and authorities;

(4) See that all terms and conditions imposed in favor of the city or its inhabitants in any public utility franchise are faithfully kept and performed; and upon knowledge of any violation thereof, to call the same to the attention of the city attorney, whose duty it is hereby made to take such legal steps as may be necessary to enforce the same;

(5) Attend all meetings of the city commission with the right to take part in discussions without having a vote;

(6) Recommend to the city commission for adoption such measures as the manager may deem necessary or expedient in the interest of the city;

(7) Keep the city commission fully advised as to the financial condition and future needs of the city; prepare and submit the annual budget and capital program to the city commission; and, implement the final budget approved by the commission to achieve the goals of the city;

(8) Submit to the city commission and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year;

(9) Make such other reports as the city commission may require concerning operations;

(10) Assist the city commission to develop long term goals for the city and strategies to implement these goals;

(11) Promote partnerships among the commission, staff, and residents in developing public policy and building a sense of community; and

(12) Perform such other duties as may be prescribed under this act or as may be required of the city manager by ordinance or a resolution or motion of the city commission.

Sec. 4.03. City attorney.

Sec. 4.03(a). Duties. The city attorney shall serve as chief legal adviser to the city commission, the city manager, ~~the city clerk,~~ and all city departments, offices and agencies, excluding the utilities commission who shall have independent representation; shall represent the city in all legal proceedings and shall perform any other duties prescribed by state law, by this charter, or by ordinance. The city commission may authorize the city attorney to employ assistant city attorneys or engage outside counsel whenever it is deemed necessary or expedient to employ such additional counsel, and such attorneys are to be selected by the city attorney and their compensation shall be fixed and determined by the city commission.

Sec. 4.03(b). Qualifications. The city attorney shall be a practicing attorney, a member in good standing of the Florida Bar, admitted to and have authority to practice in the courts of the State of Florida, and have experience in local government law.

~~**Sec. 4.04. City clerk.**~~

~~Sec. 4.04(a). Duties.~~

~~The city clerk shall be the custodian of all city records; shall give notice of commission meetings to its members and the public; shall keep minutes of its proceedings; serve as the election official; and perform such other duties as are assigned by this charter or the city commission.~~

~~**Sec. 4.04(b). Qualifications.**~~

~~The City Clerk shall have a minimum experience of three years in progressively responsible related governmental administrative work or a comparable amount of training, education, or experience.~~

ARTICLE V. FINANCIAL MANAGEMENT

Sec. 5.01. Fiscal year.

The fiscal year of the city shall begin on the first day October and end on the last day of September.

Sec. 5.02. Submission of budget and budget message.

On or before the first day of August of each year, the city manager shall submit to the city commission a budget for the ensuing fiscal year and an accompanying message.

Sec. 5.03. Budget message.

The city manager's message shall explain the budget both in fiscal terms and in terms of the work programs, linking those programs to organizational goals and community priorities. It shall outline the proposed financial policies of the city for the ensuing fiscal year and the impact of those policies on future years. It shall describe the important features of the budget, indicate any major changes from the current year in financial policies, expenditures, and revenues together with the reasons for such changes; summarize the city's debt position, including factors affecting the ability to raise resources through debt issues; and include such other material as the city manager deems desirable.

Sec. 5.04. Budget.

The budget shall provide a complete financial plan of all city funds and activities for the ensuing fiscal year and, except as required by law or this charter, shall be in such form as the city manager deems desirable or the city commission may require for effective management and an understanding the relationship between the budget and the city's strategic goals. The budget shall begin with a clear general summary of its contents; shall show in detail all estimated income, indicating the proposed property tax levy, and all proposed expenditures, including debt service, for the ensuing fiscal year; and shall be so arranged as to show comparative figures for actual and estimated income and expenditures of the current fiscal year and actual income and expenditures of the preceding fiscal year.

Sec. 5.05. Administration and fiduciary oversight of the budget.

The city commission shall provide by ordinance the procedures for administration and fiduciary oversight of the budget.

Sec. 5.06. Independent audit.

The city commission shall provide for an independent annual audit of all city accounts and may provide for more frequent audits as it deems necessary. An independent certified public accountant or firm of such accountants shall make such audits. Such audits should be performed in accordance with Generally Accepted Auditing Standards (GAAS) and Generally Accepted Governmental Auditing Standards (GAGAS). The city commission shall, using competitive bidding, designate such accountant or firm annually, or for a period not to exceed five (5) years, but the designation for any particular fiscal year shall be made no later than thirty (30) days after the beginning of such fiscal year. The standard for independence is that the

auditor must be capable of exercising objective and impartial judgment on all issues encompassed within the audit engagement. No accountant or firm may provide any other services to the city during the time it is retained to provide for independent audits of the city. The city commission may waive this requirement by a majority vote at a public hearing.

ARTICLE VI. SUSTAINABILITY

Sec. 6.01. Environmental stewardship.

The City of New Smyrna Beach, in order to insure the health and safety of its citizens and visitors, shall strengthen city standards with respect to air quality, water quality, sea level rise, and flooding, including:

(a) Tree protection sufficient to maintain a substantial tree canopy for air quality and removal of pollutants.

(b) Enhanced stormwater quality standards that sufficiently protect all receiving water bodies, including, ponds, lakes, creeks, streams, and wetland areas, whether man-made or not.

(c) Enhanced stormwater volume and rate of discharge standards that protect surrounding properties.

(d) Floodplain management standards that utilize the best coastal management practices to protect existing and future development from flooding impacts.

(e) Limitations on the use of impervious materials.

(f) Programs and policies that support the removal of existing septic tanks.

Sec. 6.02. Land development and zoning.

The City of New Smyrna Beach, in order to preserve the special character of the city's history, strengthen the city's economic base, and enhance the sense of place in the residential neighborhoods, shall strengthen city standards, including:

(a) Preserving the scale and character of the city's neighborhoods.

(b) Maintaining the city's tree canopy, green areas, and historic footprint.

(c) Ensuring the sustainability of a parcel zoned for development without endangering the public health, safety, or welfare.

Sec. 6.03. Historic preservation.

The City of New Smyrna Beach, in order to preserve ~~and enhance~~ the historic quality of the city, shall~~foster economic development,~~ manage ~~growth, improve property values, and add to~~

~~the quality of life of its citizens and visitors, shall strengthen~~ the city's ~~commitment to~~ historic stewardship by:

(a) ~~Updating the regulations pertaining to historic properties.~~ Continuing to encourage and/or assist owners of contributing structures in National or Local Historic Districts to voluntarily maintain those structures as they contribute to the history of the City of New Smyrna Beach.

(b) ~~Creating and expanding upon local historic districts.~~ Assisting owners of contributing structures in National or Local Historic Districts with guidance towards grant opportunities and/or tax credits that may support maintenance of those structures.

(c) ~~Developing guidelines that will assist owners in obtaining historic preservation property tax exemptions.~~ Encouraging local groups to organize, create private foundations, and/or take a leadership role to provide private financial support for the maintenance of privately owned Local Historic Structures or Sites.

(d) ~~Assist and facilitate owners of historic properties to access existing grant sources.~~ Continuing to provide financial support for the care and maintenance of all City owned historical or locally designated structures or sites within the City of New Smyrna Beach.

Sec. 6.04. Sale or lease of significant public lands.

Any transfer of ownership, or lease lasting longer than ten (10) years, of lands owned by the City of New Smyrna Beach lying contiguous to a named body of water, shall only occur after a unanimous vote of approval by all five (5) members of the city commission.

Sec. 6.05. Arts and Culture

The City of New Smyrna Beach, to preserve and enhance the quality of life for its citizens and visitors, shall continue its commitment to arts and cultural endeavors by:

(a) Prioritizing public art, community arts, and cultural events.

(b) Providing guidance and information related to grant opportunities and other potential funding resources for arts and cultural activities.

(c) Preserving existing art and cultural events in the City, while encouraging the addition of new events in the City, to the extent it is possible.

ARTICLE VII. CITIZEN PARTICIPATION

Sec. 7.01. Advisory boards.

The city commission may at any time appoint an advisory board, or advisory boards, which shall be composed of citizens who are qualified to act in an advisory capacity to the city commission, the city manager or to any department of the city government, with respect to the conduct and the management of any property or institution or the exercise of any public functions of the city. The members of such board shall serve without compensation for the time fixed in their appointment, or at the pleasure of the city commission, and their duties shall be to consult and advise with such municipal officers and make written recommendations which shall become part of the records of the city.

Sec. 7.02. Charter amendments.

Amendments to this Charter may be framed and proposed pursuant to state law (F.S. § 166.031, as amended).

Sec. 7.03. Charter review.

There shall be a periodic review of this Charter by a charter review advisory committee appointed by the city commission at least once ~~in 2026 and~~ every ten (10) years ~~thereafter~~. Each zone in the city shall have representation on the committee.

Sec. 7.04. Recall.

The registered voters of the city shall have power to recall elected officials of the city pursuant to state law (F.S. § 100.361, as amended).

Sec. 7.05. General authority for initiative and citizen referendum.

(1) *Initiative.* The registered voters of the city shall have power to propose ordinances to the commission and, if the commission fails to adopt an ordinance so proposed without any change in substance, to adopt or reject it at a city election, but such power shall not extend to any development order, local comprehensive plan amendment or map amendment, the budget or capital program or any ordinance relating to appropriation of money, levy of taxes, or salaries of city officers or employees.

(2) *Citizen referendum.* The registered voters of the city shall have the power to require reconsideration by the commission of any adopted ordinance and, if the commission fails to repeal an ordinance so reconsidered, to approve or reject it at a city election, but such power shall not extend to any development order, local comprehensive plan amendment or map amendment, the budget or capital program or any emergency ordinance or ordinance relating to appropriation of money or levy of taxes.

(a) *Commencement of proceedings; petitioners' committee; affidavit.* Any five (5) qualified voters may commence initiative or referendum proceedings by filing with

the city clerk an affidavit stating they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses and specifying the street address to which all notices to the committee are to be sent, and setting out in full the proposed initiative ordinance or the ordinance sought to be reconsidered. Promptly after the affidavit of the petitioners' committee is filed, the Clerk shall, issue the appropriate petition blanks to the petitioners' committee at the committee's expense.

(b) *Petitions.*

(1) *Number of signatures.* Initiative and citizen referendum petitions must be signed by the registered voters of the city equal in number to at least ten (10) percent of the total number of registered voters at the last regular city election.

(2) *Form and content.* All papers of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signature shall be executed in ink or indelible pencil and shall be followed by the address of the person signing. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed or sought to be reconsidered.

(3) *Affidavit of Circulator.* Each paper of a petition shall have attached to it when filed an affidavit executed by the person circulating it stating that he or she personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in his or her presence, that he or she believes them to be the genuine signatures of the persons whose names they purport to be, and that each signer had an opportunity before signing to read the full text of the ordinance proposed or sought to be reconsidered.

(4) *Time for filing referendum petitions.* Referendum petitions must be filed within thirty (30) days after adoption by the commission of the ordinance sought to be reconsidered.

(c) *Procedure after filing.*

(1) *Certificate of clerk; amendment.* Within twenty (20) days after the petition is filed, the city clerk shall complete a certificate as to its sufficiency, specifying, if it is insufficient, the particulars wherein it is defective and shall promptly send a copy of the certificate to the petitioners' committee by certified mail. A petition certified insufficient for lack of the required number of valid signatures may be amended once if the petitioners' committee files a notice of intention to amend it with the clerk within two (2) days after receiving the copy of the certificate and files a supplementary petition upon additional papers within ten (10) days after receiving the copy of such certificate. Such supplementary petition shall comply with the requirements of subsections (2) and (3) of subsection (b), and within five (5) days after it is filed the Clerk or other official designated by the commission shall complete a certificate as to the sufficiency of the petition as

amended and promptly send a copy of such certificate to the petitioners' committee by certified mail as in the case of an original petition. If a petition or amended petition is certified sufficient, or if a petition or amended petition is certified insufficient and the petitioners' committee does not elect to amend or request commission review under subsection (2) of this section within the time required, the clerk shall promptly present the certificate to the commission and the certificate shall then be a final determination as to the sufficiency of the petition.

(2) *Commission review.* If a petition has been certified insufficient and the petitioners' committee does not file notice of intention to amend it or if an amended petition has been certified insufficient, the committee may, within two (2) days after receiving the copy of such certificate, file a request that if be reviewed by the city commission. The commission shall review the certificate at its next meeting following the filing of such request and approve or disapprove it, and the commission's determination shall then be a final determination as to the sufficiency of the petition.

(3) *Court review; new petition.* A final determination as to the sufficiency of a petition shall be subject to court review. A final determination of insufficiency, even if sustained upon court review, shall not prejudice the filing of a new petition for the same purpose.

(d) *Referendum petitions; suspension of effect on ordinances.* When a referendum petition is filed with the city clerk, the ordinance sought to be reconsidered shall be suspended from taking effect. Such suspension shall terminate when:

(i) There is a final determination of insufficiency of the petition, or

(ii) The petitioner's committee withdraws the petition, or

(iii) The city commission repeals the ordinance, or

(iv) Thirty (30) days have elapsed after a vote of the registered voters of the City of New Smyrna Beach on the ordinance.

(e) *Action on petitions.*

(1) *Action by commission.* When an initiative or referendum petition has been finally determined sufficient, the commission shall promptly consider the proposed initiative ordinance in the manner provided in article II, or reconsider the referred ordinance by voting its repeal. If the commission fails to adopt a proposed initiative ordinance without any change in substance within sixty (60) days or fails to repeal the referred ordinance within thirty (30) days after the date the petition was finally determined sufficient, it shall submit the proposed or referred ordinance to the voters of the city.

(2) *Submission to voters.* The vote of the city on a proposed or referred ordinance shall be held not less than thirty (30) days and not later than one hundred eighty (180) days from the date of the final commission vote thereon. If no regular city election is to be held within the period prescribed in this subsection, the commission shall provide for a special election; otherwise, the vote shall be held at the same time as such regular election, except that the commission may, in its discretion, provide for a special election at an earlier date within the prescribed period. Copies of the proposed or referred ordinance shall be made available for inspection at the office of the city clerk not less than five (5) days prior to the election and at the polls.

(3) *Withdrawal of petitions.* An initiative or referendum petition may be withdrawn at any time prior to the fifteenth (15th) day preceding the date scheduled for a vote of the city by filing with the city clerk a request for withdrawal signed by at least two-thirds (⅔) of the petitioners' committee. Upon the filing of such request the petition shall have no further force or effect and all proceedings thereon shall be terminated.

(f) *Results of election.*

(1) *Initiative.* If a majority of the registered voters voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon certification of the election results and shall be treated in all respects in the same manner as ordinances of the same kind adopted by the commission. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

(2) *Referendum.* If a majority of the registered voters voting on a referred ordinance vote against it, it shall be considered repealed upon certification of the election results.

ARTICLE VIII. UTILITIES COMMISSION

Sec. 8.01. Created; definitions.

There is hereby created and made a part of the government of the City of New Smyrna Beach a utilities commission to be known and designated as "Utilities Commission, City of New Smyrna Beach, Florida," which shall consist of five (5) members. For the purposes of this act, unless otherwise designated, the word "commission" shall mean the Utilities Commission of New Smyrna Beach and the word "commissioner" shall mean a member of the said utilities commission. Except as otherwise authorized, the utilities commission shall function the same as it previously functioned under Laws of Fla., ch. 67-1754. This act shall not supersede or alter the general law in effect and agreements entered into prior to the effective date of this act [June 12, 1985].

Sec. 8.02. Members—Appointment; term; vacancy; removal.

The commission shall consist of five (5) members to be appointed by the city commission. The city commissioners shall appoint a replacement for any commissioner whose term expires and the replacement shall be appointed for a term of three (3) years. Should a vacancy occur on the utilities commission by virtue of resignation, death or removal, the unexpired term shall be filled as provided above. Any commissioner may be removed from office upon a majority vote of the city commissioners for malfeasance, misfeasance, nonfeasance, conviction of a felony or upon recommendation of a majority of the utilities commissioners.

Sec. 8.03. Same—Qualifications.

Each commissioner shall be a qualified elector and freeholder in New Smyrna Beach, but no employee or elected or appointed officer of the city shall be a commissioner and no commissioner shall serve more than three consecutive terms.

Sec. 8.04. Meetings; rules and regulations; officers.

The commission shall meet at least once each month at the offices of the commission. All meetings of the commission shall be open to the public and minutes shall be kept of all meetings. The commission shall have authority to promulgate rules and regulations for the conduct of its meetings and the operation of its business. At the regular meeting of the commission in September of each year, the commissioners shall elect a chair, a vice-chair, a secretary and a treasurer from its membership; however, the office of secretary and treasurer may be combined.

Sec. 8.05. Authority to appoint and employ necessary personnel.

The commission shall have the power to appoint and employ engineers, auditors, attorneys and such other personnel as may be necessary for the efficient operation of the city's utilities and the management of its business and affairs.

Sec. 8.06. Authority over city's utilities.

The commission shall, pursuant to the New Smyrna Beach Charter, manage, operate and control all of the city's utilities and shall employ and discharge at their pleasure all employees whose services are performed in any manner in connection with said utilities.

Sec. 8.07. Commissioners' salary, expenses.

The commissioners shall be paid such salary as may from time to time be set by the City Commission of the City of New Smyrna Beach, but no more than one hundred dollars ($100.00) each month, and in addition shall be paid necessary expenses incurred in carrying on and conducting the business of the commission subject to the approval of the city commission.

Sec. 8.08. Monthly statements; fiscal year; annual audit.

The commission shall submit to the city commission a monthly statement showing all sums or amounts received, operating expenses, amount charged to depreciation and extensions, reserve fund and amount appropriated to interest and sinking fund. The fiscal year of the commission shall begin October 1 and end September 30 of each year and the books and records of the commission shall be audited by an independent certified public accountant as of the close of business of each fiscal year.

Sec. 8.09. General powers and authority.

The commission shall have full and exclusive power and authority to prescribe rules, rates and regulations governing the sale and use of electricity, water, gas and sewage collection and treatment wherever such services are furnished by said Commission and to change the same at its pleasure, after conducting a public hearing or hearings pertaining to rate changes. The commission is authorized to furnish electricity, power, water, gas and sewage collection and treatment to private individuals and corporations wherever the same may be required and feasible as determined by the commission and for said purpose the commission shall have the right to acquire, construct, maintain, extend, improve and develop electric production and distribution systems, water production and distribution facilities and systems, gas production and distribution systems and sanitary sewer facilities and systems, including the right to construct and maintain electric lines, water and gas mains and sewers in, along and under all public streets and highways and to contract with and receive grants and contributions from the United States or any of its agencies or departments, the state and any municipality, public body, corporation, partnership or individual for such purposes. The commission may extend city utilities beyond the corporate limits of the City of New Smyrna Beach in conformance with the requirements of F.S. Ch. 366, only upon approval by ordinance of the city commission and the Commission may enter into a contract for a term of more than four (4) years only after approval by ordinance of the city commission. The city commission may not withhold its approval or deny passage of an ordinance where such withholding or denial would cause the commission to violate any of the covenants or terms of its bond resolutions and related contracts, resolutions, and documents. The commission shall prepare and submit its budget for the ensuing year to the city commission on or before July 1 of each year, setting forth its estimated gross revenues and estimated requirements for operations and maintenance expenses, debt service, and depreciation. A copy of the budget shall be published once in a newspaper of general circulation in the city during the month of July. The commission shall adopt the budget for the ensuing year only upon approval by ordinance of the city commission. The city commission may not withhold its approval or deny passage of an ordinance approving the budget where such withholding or denial would cause the commission to violate any of the covenants or terms of its bond resolutions and related contracts, resolutions, and documents.

Sec. 8.10. Billing and collection of fees and charges; disposition of funds collected.

The commission shall have the exclusive power and authority to bill and collect the prescribed fees or charges for all services and utilities under its control and when collected, the flow of funds shall be: First, the payment of all operating and maintenance expenses of said utilities; second, the funding of all reserves required by revenue certificates issued by the city or said commission for projects under commission control including the debt service payments of all such revenue certificates as same become due; third, the payment to the general fund of the city a sum equal to six (6) percent of the gross revenues from utilities under commission control; such payments shall be made monthly. The surplus shall be paid annually to the general fund of the city after reserving an adequate fund for operation and maintenance expenses, capital improvements and line extensions as determined by the commission.

Sec. 8.11. Acquisition of property by eminent domain; title.

The commission is empowered, by its duly constituted authorities, to exercise the right of eminent domain to appropriate property, except state or federal, for the purpose of obtaining, constructing and maintaining electric plants, substations and distribution lines; water or gas mains; reservoirs and pumping stations; sewer lines, pumping stations and disposal or processing plants; and to acquire all such lands, waters and lands adjacent to waters which the Commission judges may be necessary for the full and complete construction, maintenance and operation of any utility. The title to all property, real or personal, owned or acquired by the commission shall be vested in the City of New Smyrna Beach.

Sec. 8.12. Authority to shut off and discontinue water, electricity, etc.

The commission shall have the power to shut off and discontinue the supplying of water, electricity or any other utilities or services now or hereafter under the control, management or jurisdiction of the commission to any and all users for violation of any of the rules or regulations pertaining to the sale, distribution or use of such utilities and services and for nonpayment, when due, of the fees, rentals or other charges for utilities and services. Regulations governing the shutting off and discontinuance of any of such utilities and services and the terms and conditions for the restoration of such utilities and services, including interest and charges for shutting off and discontinuance or the restoration of said utilities and services may be adopted by the commission.

Sec. 8.13. Agreements with holders of revenue bonds and other obligations.

The commission shall have power and authority to make agreements and covenants with the City of New Smyrna Beach and the holders of any revenue bonds or other obligations issued to finance, in whole or in part, any repairs, extensions or improvements of any utility with respect to the filing and collecting of fees, rentals and other charges for services and utilities. All such agreements and covenants shall constitute and be deemed valid contracts between the

commission and the holders of any revenue bonds or other obligations and may be enforced by any holder of such revenue bonds or any other obligations in any court of competent jurisdiction subject, however, to any provision for enforcement which may be contained in such agreements or covenants or in the resolution or resolutions of the governing body of the city or the commission pursuant to which such obligations were issued.

Sec. 8.14. Borrowing money.

The commission, upon a majority vote, is hereby authorized to borrow at any time an amount of money equal to ten (10) percent of the book value of the electric and water plants for any six-month period and to pay interest on such sum borrowed at a rate not to exceed the then prevailing interest rate and to issue its promissory note or notes as evidence of said indebtedness, which notes shall be signed by the chair of the commission and the secretary thereof, provided that at no time shall such promissory note or notes exceed ten (10) percent of the book value of such plants and provided further that money so borrowed shall be expended only for current operating expenses.

Sec. 8.15. Revenue certificates and promissory notes.

The commission shall, upon the approval by ordinance of the city commission, after conducting a public hearing or hearings, have the right, power and authority to issue revenue certificates or promissory notes for the purpose of paying all or a part of the cost of acquisition, construction, repairing, extensions, additions, equipping and the reconstruction of any of the city's utilities. The city commission shall not withhold its approval or deny passage of an ordinance where such a withholding or denial would cause the commission to violate any of the covenants or terms of its bond resolutions and related contracts, resolutions and documents. All of such revenue certificates or promissory notes while authorized and issued by the commission shall be obligations of the city of New Smyrna Beach and no referendum or freeholder election shall be required as a condition precedent to the issuance of such revenue certificates or promissory notes. All revenue certificates shall be offered for sale to not less than three (3) responsible bond brokers and the best bid excepted unless, in the discretion of the commission, a better bid can be obtained by negotiation. In such cases the commission shall have the right to reject all bids and sell said certificates upon the best terms offered therefor.

(1) Revenue certificates issued under the provisions of this act shall be payable from the revenues derived from the operation of the city's utilities or services under the supervision, operation and control of the Commission and from any other funds legally available therefor.

(2) The commission shall not convey or mortgage any property or facility or any part thereof as security for the payment of revenue certificates.

(3) In the discretion of the Commission, each or any issue of such revenue certificates may be secured by a trust agreement by and between the commission and a corporate trustee which may be any trust company or bank having the powers of a

trust company within or outside of the state. Such trust agreement may pledge or assign the revenues to be received by the commission. The resolution providing for the issuance of revenue certificates or such trust agreement may contain such provisions for protecting and enforcing the rights and remedies of the certificate holders as may be reasonable, proper and not in violation of law, including covenants setting forth the duties of the commission in relation to the acquisition, construction, improvements, maintenance, operation, repair, equipping and insurance of the facilities, and the custody, safeguarding and application of all monies. It shall be lawful for any bank or trust company incorporated under the laws of this state to act as such depository and to furnish such indemnifying bonds or to pledge such securities as may be required by the commission. Such resolution or such trust agreement may restrict the individual right of action by certificate holders as is customary in trust agreements securing bonds or debentures of corporations. In addition to the foregoing, such resolution or trust agreement may contain such other provisions as the Commission may deem reasonable and proper for the security of certificate holders. Except as this chapter otherwise provides, the commission may provide, by resolution or by trust agreement, for the payment of the proceeds of the sale of the revenue certificates and the revenues of the utilities and services to such officer, board or depository as it may determine for the custody thereof and for the method of disbursement thereof with such safeguards and restrictions as it may determine. All expenses incurred in carrying out such trust agreement may be treated as a part of the cost of operation of the utilities affected by such trust agreement.

(4) The resolution or trust agreement providing for the issuance of the revenue certificates may also contain such limitations upon the issuance of additional revenue certificates as the commission may deem proper and such additional certificates shall be issued under such restrictions or limitations as may be prescribed by the resolution or trust agreement.

Sec. 8.16. Refunding revenue certificates.

The commission, upon approval by ordinance of the city commission is authorized to provide by resolution for the issuance of refunding revenue certificates for the purpose of refunding any revenue certificates heretofore issued by the City of New Smyrna Beach then outstanding or issued under the provisions of this chapter. The commission is further authorized, upon approval by ordinance of the city commission, to provide by resolution for the issuance of revenue certificates for the combined purpose of:

(1) Paying the cost of any acquisition, construction, extension, addition, improving, equipping or reconstruction of a facility or facilities of the commission;

(2) Refunding revenue certificates heretofore issued by the City of New Smyrna Beach and of the Commission which shall theretofore have been issued under the provisions of this chapter and shall then be outstanding.

The issuance of such obligations, the maturities and other details thereof, the rights and remedies of the holders thereof, the rights, powers, privileges, duties and obligations of the commission with respect to the same shall be governed by the foregoing provisions of this chapter insofar as the same may be applicable. The city commission shall not withhold its approval or deny passage of an ordinance where such a withholding or denial would cause the commission to violate any of the covenants or terms of its bond resolutions and related contracts, resolutions and documents.

Sec. 8.17. Legal status of revenue certificates or other obligations.

Any revenue certificates or other obligations issued pursuant to this chapter shall be and constitute legal investments for bonds, savings banks, trustees, executors, administrators and all other fiduciaries for all state, municipal and public funds and shall also be and constitute securities eligible for deposit as security for all state, municipal or other public funds notwithstanding the provisions of any other law or laws to the contrary.

ARTICLE IX. MISCELLANEOUS PROVISIONS

Sec. 9.01. Force majeure.

Failure to meet any deadline or satisfy any performance requirement set forth in this charter may be excused due to unforeseen events such as hurricanes, natural disasters, acts of nature, fires, acts of public enemies, pandemics, health emergencies, riots, civil disturbances, sabotage, strikes, or restraints imposed by order of a governmental agency or court, provided any such deadline or performance standard is cured or corrected as soon as reasonably practicable.

Sec. 9.02. Severability.

If any provision of this charter is held invalid, the other provisions of the charter shall not be affected. If the application of the charter or any of its provisions to any person or circumstance is held invalid, the application of the charter and its provisions to other persons or circumstances shall not be affected.

Sec. 9.03. Conflicting laws repealed.

All laws and parts of laws in conflict herewith insofar as they apply to the City of New Smyrna Beach be, and the same are, hereby repeale