City Commission Regular Meeting
Tuesday, April 14, 2026 at 5:30 PM

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

1. OPENING OF MEETING

Call to Order

2. INVOCATION/PLEDGE OF ALLEGIANCE

A Police Department Chaplain 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 Presentation: New Smyrna Beach Garden Club; JoAnne Anderson, President

4.B Recognition of Employee of the Year winners

4.C Presentation: Ken Parker, ICMA-CM FCCMA Senior Advisor Coordinator

5. CITY MANAGER'S REPORT

5.A City Manager's Report

6. PUBLIC PARTICIPATION

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

7. CONSENT AGENDA

7.A Consider the adoption of the minutes from the City Commission workshop and regular meeting held on Tuesday, March 24, 2026.

7.B Consider the approval of an application for a License Agreement to allow for a 10-foot by 20-foot paver parking space in the South Cooper Street right-of-way in front of property located at 509 South Cooper Street.

7.C Consider the approval of an amendment to the Janitorial Service contract.

7.D Consider the approval of an agreement and special event application between the City and New Smyrna Beach Baseball LLC/The Players League to host summer baseball games at the Sports Complex.

7.E Consider the approval of a second contract amendment to Evergreen Solutions, LLC

7.F Consider the approval of the contract addendum for Michael Baker International, Inc.

7.G Consider the approval of a Piggyback Contract for a mobile payment provider for use within the city's paid parking areas

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Consider the approval of a Real Estate Purchase Agreement for Turnbull Creek Conservation lands owned by Linda Ellison Minton.

9. QUASI-JUDICIAL HEARINGS

10. PUBLIC HEARINGS

11. ORDINANCES FIRST READINGS

11.A Ordinance No. 24-26: Conduct a First Reading of an ordinance, which, if adopted, upon Second Reading and Public Hearing, would approve a proposed rezoning application to change the current zoning from City Light Industry (I-1) to City PUD on approximately 11.37 acres of land located on the East Side of South Myrtle Avenue.

12. BOARDS AND COMMISSIONS

12.A Appointment Planning and Zoning Board: Consider the appointment of one (1) citizen to fill a vacancy for an unexpired term ending October 31, 2027.

12.B Appointment Historic Preservation Commission Consider the appointment of two (2) citizens to serve on the Historic Preservation Commission.

12.C Appointment Code Compliance Board: Consider the appointment to one (1) unfilled three year term expiring March 4, 2026.

13. MAYOR AND COMMISSIONER COMMENTS

14. CITY CLERK'S REPORT

15. CITY ATTORNEY'S REPORT

16. ADJOURNMENT

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

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

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

PRESENTATION: NEW SMYRNA BEACH GARDEN CLUB; JOANNE ANDERSON, PRESIDENT

April 14, 2026

Background:

New Smyrna Beach Garden Club, President; JoAnne Anderson will present the Mayor and the City Commission with a custom designed Milkweed Planter Box in support of the Butterfly Conservation effort.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

NSB City Presentation April 14 v3.pdf

New Smyrna Beach Garden Club

NEW SMYRNA BEACH CITY COUNCIL MEETING
APRIL 2026

NSB is a Certified Monarch City



In 2018, New Smyrna Beach joined a national initiative to protect and restore monarch butterfly populations by planting milkweed and nectar plants.

It's a broader effort across Central Florida to create a chain of safe havens along migratory routes.

Monarch City

There are 22 Monarch Cities in Florida with DeLand being the 1st and NSB being 2nd to attain this status.

The program aims to combat the loss of nearly a billion monarch butterflies since 1990 by educating citizens and encouraging local, eco-friendly landscaping.

Decline of the Monarch Butterfly

- In 1997 there were over 1 billion Monarch butterflies
- In 2017 there were 78 million Monarch butterflies
- 80% decline nationwide in 20 years
- Decrease in milkweed availability due to herbicides
- Decrease in winter home habitats in Mexico due to deforestation

The Garden Club and the City

February 2023

The Garden Club maintains 2 raised butterfly garden beds at the Community Gardens on Mary Avenue.

The Garden Club posts information in the communication board.

November 2025

The City replaced failing garden beds with new composite material beds, upgraded the irrigation system & provided soil and mulch.

The Garden Club assisted with selection of host and nectar plants.

Community Garden at 505 Mary Avenue





Gift to the City- Milkweed Planter

Custom design

Poplar wood

Drainage system



THE CITY OF NEW SMYRNA BEACH - HUMAN RESOURCES

RECOGNITION OF EMPLOYEE OF THE YEAR WINNERS

April 14, 2026

Background:

Each year, the City proudly hosts an Employee Appreciation Day to recognize and celebrate the dedication, service, and accomplishments of our employees. This event provides an opportunity to formally thank those who serve our community every day and to acknowledge the many ways they contribute to the City's success.

As part of this celebration, employees are recognized for their years of service at five year milestones. Those employees receive a certificate of appreciation and a service award equal to ten dollars for each year of service. Employees who reach significant milestones of twenty years or more are also honored with a commemorative crystal trophy in recognition of their long term commitment to the City. This year saw seven employees with 20 years of service or more:

20 Years - Jason Reve, Police Captain; Michael Greene, Fire Lieutenant; Scott Roome, Field Technician; Richard Johns, Combination Inspector; and Celeste Sanwick, Golf Course Pro Shop Attendant.

25 Years - Tammy Dickerson, Public Works Specialist

35 Years - Martin Booth, Golf Course Attendant

We also recognize employees who consistently go above and beyond in the performance of their duties through the Going the Extra Mile, or GEM, Award. These individuals exemplify teamwork, selflessness, and a willingness to help others, making a positive difference without expecting anything in return. This year, we were proud to recognize eighteen employees with GEM Awards: Kathleen Adle, Ben Blissett, Adam Covert, Heath Hall, Sierra Hicks, LeeAnn Luedke, Channing Maiolo, Bill Malo, Jesse Meyer, Christine Murphy, Brooke Reve, Scott Riera, Celeste Sanwick, Claudia Soulie, Dan Tobon, Tom Verble, Ted Williams, and Dylan Wulf.

In addition, the STAR Award honors employees who embody the City's mission and values by promoting community and inclusivity, demonstrating leadership, and consistently delivering high quality work. Twenty four employees received STAR Awards this year for their outstanding contributions: Beverly Abrahmson, Demie Alvarez, Amber Bage, Fred Busiere, Mike Card, Chloe Cook, Jim Direnzo, Stephanie Doster, Jackson

Finney, Michelle Fitzgerald, Scott Franzen, Travis Kendrick, Makalynn Leonard, Evan Lorenzen, Jason McCarthy, Miranda Owen, John Parks, Valerie Purcell, Layla Reasin, Sierra Shores, Destiny Smith, Herman Trautwein, Gordon Vandusen, and Jason Yates.

Recently, our Police and Fire departments held their awards banquets. Employees recognized included:
Police - Officer of the Year, Cameron Allen; Supervisor of the Year, Ralph Hunnefeld, and Volunteer of the Year, COP Dave Bagozzi.
Fire - EMS Provider of the Year, Joshua Perlini and Fire Prevention Employee of the Year, Fire Marshal Don Wiech.

Finally, we recognize three exceptional individuals with the Employee of the Year Awards: one each from our General, Fire, and Police employees. These recipients exemplify the very best of our workforce through their professionalism, dedication, and service to the community.

Tonight, we are honored to recognize the following employees:
General Employee of the Year: Olivia Thomas
Fire Employee of the Year: Dylan Curtis
Police Employee of the Year: Jennifer Mongosa

On behalf of the City Commission and the entire organization, thank you to all of our employees for the work you do each day to serve our community.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Heather Kidd - Director of Human Resources

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

PRESENTATION: KEN PARKER, ICMA-CM FCCMA SENIOR ADVISOR COORDINATOR

April 14, 2026

Background:

One hundred and five years ago, the citizens of New Smyrna Beach adopted the Commission-Manager form of government. The City of New Smyrna Beach was the first city in Volusia County to adopt the Commission-Manager form of government and amongst the first in the State and in the nation to adopt the plan. On Tuesday night, a representative of the Florida City-County Management Association will present a certificate to the City Commission recognizing the City of New Smyrna Beach on its 105th anniversary of its Charter that adopted the Commission-Manager form of government.

Fiscal Analysis:

None.

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

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

CITY MANAGER'S REPORT

April 14, 2026

Background:
City Manager's Report

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Tammy Kosorok - Executive Assistant

Attachments:

CM Report 4-14-26 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 – April 14, 2026**

Date: April 8, 2026

- Continued preparations for the 2026 Fiscal Year Budget; scheduled to be approved on September 22. Departmental Budget meetings have been conducted over the past two weeks. Individual budget briefings have been scheduled for the City Commission May 13 & 14. The first budget workshop is scheduled for July 16.

- A City Commission Workshop was held on March 24 prior to the regular City Commission meeting, to discuss Phase 1 of the State Route 44 Corridor Study which includes several proposed intersection and roadway improvements to alleviate traffic congestion. Additional information and scheduling will be publicized once known.

- The Leisure Services Health & Wellness Expo took place at the Brannon Center on March 25.

- Attended the Firefighter pinning and awards ceremony on March 25 to celebrate our newest firefighters and employee recognitions.

- The Strategic Planning Workshop was held at the Brannon Center on March 26. The Commission reviewed progress made toward implementation of the nine strategic priority themes highlighted in 2025 and discussed new and upcoming strategic initiatives.

- Attended the Volusia League of Cities 50th Anniversary Gal on March 27 and heard a presentation from Senator Tom Wright regarding the recent legislative session.

- Attended the annual Employee Appreciation Day on March 31 and recognized the outstanding work of multiple employees who go above and beyond in the performance of their duties.

- Participated in the Volusia Young Professional Group Volusia Civic Series panel on April 1 to discuss public sector opportunities.

- Attended the Bi-Monthly Joint Interagency meeting with the NSBU on April 2 to coordinate upcoming infrastructure projects.

- Attended the Grand Opening Celebration of the Phil Hall Park on April 3. The Park features six pickleball courts, ADA-accessible bathrooms and a dog park. The project was partially funded with a $15,000 gift from the NSB Pickleball Club.

- Attended the NSB Farmers Market alongside Mayor Cleveland on April 4 and talked with numerous citizens about various issues and concerns.

- Attended the 2026 State of the City presentation on April 7 at the Brannon Center and heard Mayor Cleveland update the community on our progress and strategic priority themes.

- Received notice on April 8 (attached) that New Smyrna Beach has been recognized as a 2025 Tree City USA.

- Met with city staff and consultant to review preliminary findings of the Fire Assessment study. Briefings will be scheduled with the City Commission to review the status of the study.

- Will participate as a panelist in the Embry-Riddle Career Day Q&A session on April 10.

- Pease 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.

Arbor Day Foundation™
211 N. 12th St.
Lincoln, NE 68508
arborday.org

Mayor Fred Cleveland
214 Sams Ave
New Smyrna Beach, FL 32168

Dear Mayor Fred Cleveland,

On behalf of the Arbor Day Foundation as we celebrate the 50th Anniversary of the Tree City USA program, I'm happy to extend my warmest congratulations to New Smyrna Beach on receiving a 2025 Tree City USA recognition. This well-deserved recognition is a testament to your community's unwavering commitment to the planting, care, and celebration of trees.

In an era where cities and towns are facing increasing challenges related to air quality, public health, and climate resilience, nurturing urban forests has never been more important. By prioritizing tree stewardship, you've not only helped enhance New Smyrna Beach's livability, but you've also invested in a healthier, more sustainable future for your residents.

The Arbor Day Foundation's Tree City USA program has a long legacy of supporting a nationwide network of passionate organizers and tireless tree planters. Since 1976, we've recognized thousands of communities of all sizes that have created and maintained green spaces. While we all work in different corners of the country, we are working in unison to create positive change through trees.

To be named a Tree City USA is to be part of something bigger.

We hope you are as excited as we are to share this accomplishment with your local media and your residents. To that end, we've included a press release for you to distribute at your convenience. A digital copy of the press release and other materials can be found in the Tree City USA Resource Center online at **arborday.org/TreeCitytoolkit**.

Once again, congratulations on this outstanding achievement and thank you for your dedication to New Smyrna Beach's tree canopy. We believe cities that take care of their trees, take care of their people.

Best Regards,

Dan Lambe
Chief Executive of the Arbor Day Foundation

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Arbor Day Foundation™
211 N. 12th St.
Lincoln, NE 68508
arborday.org

FOR IMMEDIATE RELEASE
New Smyrna Beach Contact:
{Name}
{Phone}
{Email}

Arbor Day Foundation Contact:
Jasmine Putney
402-216-9307
jputney@arborday.org

NEW SMYRNA BEACH EARNS 2025 TREE CITY USA RECOGNITION FROM ARBOR DAY FOUNDATION

NEW SMYRNA BEACH, Florida (3/9/2026) – The Arbor Day Foundation named New Smyrna Beach a 2025 Tree City USA in honor of its commitment to plant, grow, and maintain trees to benefit its community.

The Arbor Day Foundation is a global nonprofit with a mission to inspire people to plant, nurture and celebrate trees. Its network of more than a million supporters and partners has helped the organization plant more than 500 million trees in forests and communities across more than 60 countries. The Foundation's Tree City USA program is now celebrating its 50th recognition season. The anniversary underscores the program's rich history of growing healthier, greener, and more resilient communities through urban forestry.

"For five decades, Tree City USA has rallied passionate local leaders to enhance the livability and sustainability of their communities. Tree champions like New Smyrna Beach are leading the way in a growing movement to shape a better future with trees and action," said Michelle Saulnier, Vice President of Programs at the Arbor Day Foundation. "Trees are critical infrastructure, building resiliency and fostering good health in our nation's cities. We're proud New Smyrna Beach is among the Arbor Day Foundation's growing network of communities dedicated to creating positive impact through trees."

In cities and neighborhoods, trees are proven to help mitigate the urban heat island effect, reduce stormwater runoff, improve air quality, and boost mental and physical health. When the right trees are planted in the right places, they can also reduce traffic noise, increase property values, and lower energy costs for homeowners.

{OPTIONAL QUOTE FROM CITY OFFICAL/LOCAL TREE CITY REPRESENTATIVE}

To earn Tree City USA recognition, a city must uphold four core standards including maintaining a tree board or department, having a community tree ordinance, spending at least $2 per capita on urban forestry, and participating in an Arbor Day celebration.

The Arbor Day Foundation's Tree City USA program is operated in partnership with the National Association of State Foresters and the USDA Forest Service. To learn more about the program or how to apply, visit **arborday.org**.

About the Arbor Day Foundation
The Arbor Day Foundation is a global nonprofit inspiring people to plant, nurture, and celebrate trees. They foster a growing community of more than 1 million leaders, innovators, planters, and supporters united by their bold belief that a more hopeful future can be shaped through the power of trees. For more than 50 years, they've answered critical need with action, planting more than half a billion trees alongside their partners. And this is only the beginning.

The Arbor Day Foundation is a 501(c)(3) nonprofit pursuing a future where all life flourishes through the power of trees. Learn more at **arborday.org**.

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NSB Monthly CIP Report

Created By	Jesse Kobe
Date of Report	4/1/2026

Projects Completed & Key Accomplishments

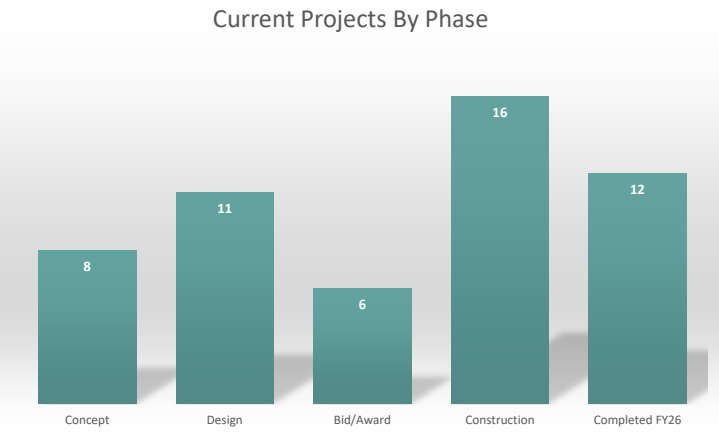
Project Manager/Task Owne	Project	Status
Kyle Fegley	North Atlantic Drainage	Complete
Olivia Thomas	27th Ave Boardwalk and ADA Ramp Replacement	Complete
Jesse Kobe	Phil Hall Pickleball Courts	Complete

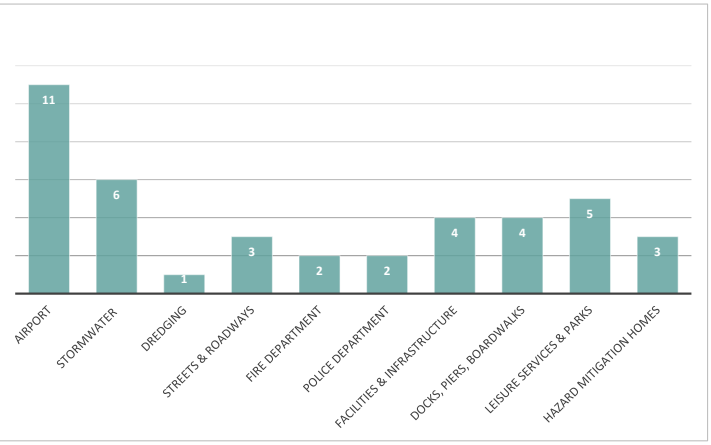
Upcoming

Key Events, Major Milestones, & Goals
☐ Road Resurfacing 2026 95% Complete
☐ Sports Complex Playground Design in process
☐ Airport Admin Building Construction Underway
☐ Canal St Improvements 95% Complete
☐ Lights for Sports Complex 95% Complete
☐ Pettis Park Artwork & Benches Design in process
☐ North Causeway Docks, dredging 75% complete
☐ North Causeway Revetment 60% Complete

Projects To Be Advertised For Bid

Project	Phase	Project Manager	Status
Washington Street	Construction	Kyle Fegley	Draft
Fire Station 52 Remodel	Construction	David Ray	Evaluation
Police Boathouse	Construction	Jesse Kobe	Draft
Marine Engineering Services	CCN	Engineering	Evaluation
T-Hanger E Renovation	Construction	Arvin Weese	Draft
Finance Dept Renovation	Construction	Jesse Kobe	Advertised





Stormwater Report (04/01/26)
Stormwater Projects

- **City Wide Comprehensive Stormwater Master Plan (SWMP) Phase 2:**
- Volusia County Transform386 CDBG-DR grant for $1.67 Million (covers the project cost)
- Notice to Proceed (NTP) issued by Volusia County to Halff (Consultant) on January 29, 2026
- Project Completion Schedule: 400 Days from NTP or by March 5, 2027
- Task 1 is 100% complete
- Task 2 is about 75% complete
- Below are the Tasks Summary for Phase 2 and estimated completion time from NTP

Task	Days from NTP
1 – Data Collection and Cataloging	30
2 – Project Geodatabase Development	60
3 – Peer Review of Project Geodatabase Development	120
4 – Existing Conditions Model Execution and Verification	210
5 – Peer Review of Existing Conditions Model and Floodplains	270
6 – Level of Service (LOS) Determination and Conceptual Flood Control BMP Development	360
7 – Report Documentation	400

- **Corbin Park Stormwater Improvements:**
- NTP for construction issued on March 9, 2026, by Volusia County
- Masci General Contractor (Prime) was winning bid ($6,657,934)
- Tierra Inc. was selected as CEI and contract executed ($392,210)
- Construction Schedule: Substantial completion in 600 days and Final completion in 630 days
- Contractor currently mobilizing and stock piling materials on-site
- Shop drawings review (75%) complete and drainage structures are being fabricated

Historic Westside Stormwater Improvements:

- 100% plans & specs complete, SJRWMD and FDOT Permits Received
- City to submit for next cycle of Transform386 CDBG-DR (Hurricane Milton) funding open window in May 2026
- City Engineer submitted the quarterly status report to FDEP for the $1,000,000 state grant appropriation funding

- **North Atlantic Drainage Improvements:**
- City Engineer and contractor met on-site for final construction walkthrough on March 12, 2026
- Construction was completed about 2 months ahead of schedule (original schedule to be completed by June 26, 2026)

- **Dredging at Pine Shores, Cemetery Canal, & Gabordy Pond:**
- Pine Island 60% dredged targeting completion Summer 2026
- Cemetery Canal started, 1,500 ft done, est completion Summer 2026
- Gabordy Pond is scheduled to be completed by Sept 2026

Parking Updates
April 6, 2026

Right-Price Parking & Meter Technology

The Parking Guidance System RFP is open until April 15th. We have received a strong response so far, which will help ensure we select a system that meets our needs at the right price. This system will help us determine next steps for expanding parking and will help reduce traffic. We hope to introduce the system in mid-to-late summer.

An agreement with a mobile payment provider is pending Commission approval. This would give visitors a better way to pay for parking while saving the City money on fees, maintenance, and labor costs. If approved, there will be a brief overlap with the kiosks, and then the kiosks will be phased out entirely. Residents with valid permits will not need to use this service to continue parking for free. We hope to roll this out 60–90 days after approval.

Technology & Data Integration

Parkopedia data remains accessible to the public.

All April road closures have been entered into Waze for real-time updates.

Four locations have been identified for future real-time parking inventory and messaging signs to support the Parking Guidance System rollout. In addition, a mobile app will show parking availability.

Pursue Shared Parking Agreements

Still evaluating empty and underutilized areas for potential city partnerships to provide additional parking in strategic locations.

Multiple locations earmarked for further exploration.

City & County Coordination

A first draft of an interlocal agreement has been presented to the City to combine City and County annual pass permits. The goal is to create a one-stop option for both beach and lot parking permits. We are still working through details, but once approved, we will draft a communication plan to ensure a smooth rollout.

Coordinating beach access ramp impacts to minimize traffic disruption.

Launch Remote Parking for Special Events

Parking and Mobility Department added to the City's Special Event Committee to address parking and transportation before event approval.

Meeting with shuttle provider to determine viability for the summer season.

We are in the early planning stages of developing vacant City property on Smith St. as a new parking lot, including infrastructure for park-and-ride capabilities. This site would serve as the home base for remote parking during large special events.

Webpage & Public Information

The City webpage has been updated with the latest and most accurate parking information. We are exploring alternative communication methods, such as Facebook and text alerts, to ensure information is disseminated in a timely manner.

All road closures are regularly inputted into Google Maps and Waze to warn drivers of detours ahead of time.

Develop Multimodal Master Plan

New bike racks continue to be deployed in strategic areas around the City. Two new racks have been installed at the Flagler Boardwalk, 27th Ave., Coronado Lot, and Detwiler Park.

Planning is underway for enhanced crosswalks in high-traffic areas around the City.

We are exploring alternative transportation options to determine viability, including a downtown loop shuttle, on-demand ride-share, and expanded, dedicated bike lanes.

Parking Optimization & Signage

New crosswalk beacons are on site and will be installed on S. Riverside and Live Oak.

Additional signage has been added to the Coronado Lot to ensure ingress and egress is maintained.

New parking curbs have been installed in front of the Coronado Civic Center to optimize the parking spaces and to increase safety.

As part of the mobile payment rollout, all signage will be provided by the vendor. We are currently finalizing verbiage to ensure a smooth rollout of the program. We are also mapping sign locations so we are ready when it is time for installation.

North Beach & Future Planning

Upon the zoning change, we will open a temporary parking lot on part of the vacant Smith St. property. This will provide 28–30 parking spaces in the hospital area, helping relieve pressure on street parking and providing additional parking for area businesses.

We are evaluating the viability of designating one City parking lot as a 24-hour lot to meet overnight parking needs. We will first need to assess any liability and safety concerns.

The final configuration for North Beach is still on hold due to the County sand replenishment project; however, plans are in place to move forward once it is complete. Expanded paid parking will come to the area, tied to the rollout of the new mobile payment provider.

Airport Advisory Board

Name	Term	Appointment Dates
James E. Dempsey, chair	2nd	Sept. 10, 2023 to Sept. 9, 2026
Rulon Starley, vice chair	2nd	Sept. 10, 2024 to Sept. 9, 2027
Timothy Caudill	1st	Feb. 13, 2024 to Sept. 9, 2026
Celeste Deloache Lester	3rd	Sept. 10, 2024 to Sept. 9, 2027
David A. Maib	1st	Sept. 10, 2023 to Sept. 9, 2026

Description: The purpose of the Airport Advisory Board is to advise the City Commission and City Manager on policy matters relating to the development, use and operation of the airport facility.

Enacting Resolution: Resolution No. 32-77

Size: 6 members

Term Length: 3 years

Term Limit: 2 terms

Qualifications: (3) Must possess experience directly related or involving aviation (3) Must be active in the business community (1) Must possess proven experience in some area of business management (*) Must be a New Smyrna Beach resident.

Staff Liaison: Airport Director Arvin Weese

Q1 Meeting: 5:30 p.m. Monday, Jan. 26

Next Meeting: 5:30 p.m. Monday, April 27

Airport Advisory Board Regular
Monday, January 26, 2026 at 5:30 PM

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

1. CALL TO ORDER

A. Roll Call

2. PRESENTATION

3. PUBLIC INPUT (THREE MINUTE LIMIT)

4. CONSENT AGENDA

4.A Consider the approval of the Airport Advisory Board regular meeting minutes from October 27, 2025.

5. AIRPORT NOISE

5.A AIRPORT NOISE DISCUSSION AND REVIEW

6. SAFETY EVENTS

6.A SAFETY DISCUSSION AND REVIEW
None

7. NEW BUSINESS

8. OLD BUSINESS

9. AIRPORT MANAGER COMMENTS

9.A AIRPORT MANAGER UPDATE

10. AAB MEMBERS COMMENTS

11. NEXT MEETING DATE- APRIL 27, 2026, AT 5:30PM

12. 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.

Animal Control Board

Name	Term	Appointment Dates
Robert Leonard, chair	6th	Jan. 27, 2026 to Jan. 28, 2028
Jeanette K. Engel, SEVHS rep.	2nd	Jan. 27, 2026 to Jan. 28, 2028
Dana M. Hoffman, animal owner	2nd	Jan. 27, 2026 to Jan. 28, 2028
Jane C. Magrady, animal owner	2nd	Jan. 27, 2026 to Jan. 28, 2028
Julie Strickland, non-animal owner	1st	Jan. 27, 2026 to Jan. 28, 2028

Description: The Animal Control Board recommends to the City Commission rules and regulations pertaining to operation of animal control facilities, standards, and procedures for enforcement and regulation.

Enacting Resolution: Ordinance No. 26-00

Size: 5 members

Term Length: 2 years

Term Limit: 2 terms

Qualifications: (1) licensed veterinarian, (1) SEVHS Representative, (2) animal owners, (1) non-animal owner. Must be a New Smyrna Beach resident.

Staff Liaison: Animal Control Officer Dylan Wulf

Q1 Meetings: 2:30 p.m. Thursday, Jan. 29; Wednesday, March 4

Next Meeting: 2:30 p.m. Wednesday, June 3

Animal Control Board
Thursday, January 29, 2026 at 2:30 PM

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

1. CALL TO ORDER

A. Roll Call

2. APPROVAL OF MINUTES

3. OLD BUSINESS

4. NEW BUSINESS

4.A Introduction: Animal Control Board Board Duties

4.B Introduction: Animal Control Officer Dylan Wulf

4.C Appeal of Dangerous Dog Determination regarding Baxter a 5 Year old Black and White Pit Bull type dog

5. STAFF REPORTS

6. BOARD MEMBER COMMENTS

7. PUBLIC COMMENTS

8. 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.

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Animal Control Board
Wednesday, March 4, 2026 at 2:30 PM

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

1. CALL TO ORDER

A. Roll Call

2. APPROVAL OF MINUTES

2.A Consider the adoption of the minutes from the Animal Control Board meeting held on Thursday, January 29, 2026.

3. OLD BUSINESS

4. NEW BUSINESS

4.A Nomination of a Chair.

4.B Report: Edgewater Animal Control Representative; Roxanne Hicks

4.C Report: Feral Cat Activity

4.D Report: Trap Neuter and Release

4.E Discussion: Ordinance No. 26-00 Animal Control Ordinance update.

5. STAFF REPORTS

6. BOARD MEMBER COMMENTS

7. PUBLIC COMMENTS

8. 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.

Building Trades Examining Board

Name	Term	Appointment Dates
Francis T. Dalton, chair	2nd	Jan. 2, 2024 to Jan. 1, 2027
Heidi Hales-Walker, vice chair	2nd	Jan. 2, 2024 to Jan. 1, 2027
Joseph Blanchett, contractor	5th	Jan. 2, 2025 to Jan. 2, 2028
Mary Fikert, alternate, at-large	1st	Oct. 14, 2025 to Oct. 13, 2028
Randolph McKown, regular	1st	Oct. 14, 2025 to Oct. 13, 2028
Nick Schulz, regular	1st	Oct. 14, 2025 to Oct. 13, 2028
James Stimson, industry representative	1st	Jan. 14, 2026 to Jan. 14, 2029
Robert John Werner, contractor	2nd	Jan. 2, 2025 to Jan. 2, 2028
Paul Heer, alternate	*6th*	*Jan. 13, 2026 to Jan. 12, 2027*

Description: The building trades examining board shall have and perform the following duties, powers and responsibilities:

1) To determine that an applicant for a or a certificate of registration has the requisite qualifications for the field for which he is applying, and to revoke or rescind a certificate of registration where that person is found to be incompetent or lacking in the requisite qualifications; however, the chief building official shall have the authority to issue a certificate of registration unless the applicant should be reviewed by the board.
2) To satisfy itself as to the character and integrity of each applicant for a certificate of registration and to require such pertinent information as it may deem necessary.
3) To recommend amendments to the various codes and regulatory standards that have been adopted by the city commission that bear upon the construction industry and building trades in general.

Enacting Resolution: Ordinance No. 10-74 Code of Ordinances Sec. 26-326, compliant with Florida state statute 10-135

Size: 9 members

Term Length: 3 years

Term Limit: 2 terms

Qualifications: Composed of seven regular members, who shall be individuals with knowledge and experience in the technical codes, such as design professionals, contractors or building industry representatives. In addition to the seven regular members, there shall be two alternate members, one member at large from the building industry and one member at large from the public.

Staff Liaison: Administrative Specialist II Evan Lorenzen

Q1 Meeting: 5:30 p.m. Thursday, March 26

Next Meeting: 5:30 p.m. Thursday, April 23

Building Trades Examining Board
Thursday, March 26, 2026 at 5:30 PM

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

1. CALL TO ORDER

A. Roll Call

2. DISCLOSURE OF EX PARTE COMMUNICATIONS

3. APPROVAL OF MINUTES

3.A Building Trade Board Minutes October 23, 2025

4. SWEARING OF CITY STAFF

5. OLD BUSINESS

5.A BLD-000021-2025, 437 Sheldon Street, Owner: Adel Montague, Officer: Barbara Bobelak

6. NEW BUSINESS

6.A BLD-000024-2026 - 428 Palm St.; Owner: Dorothy Lee Brown Seymour, Roy Brooks; Officer: Barbara Bobelak

6.B BLD-000023-2026 - 433 Sheldon St.; Owner: Ishman Hunter, IV; Officer:

Barbara Bobelak

7. BUILDING TRADE BOARD ELECTION

Election of Chair and Vice Chair

8. REQUEST TO APPEAR

9. COMMENTS FROM BOARD OR STAFF

10. 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.

Code Compliance Board

Name	Term	Appointment Dates
Dan Copfer, chair	4th	March 5, 2026 to March 5, 2029
Clifford Wharin, vice chair, REALTOR	3rd	March 4, 2023 to March 4, 2026
Kathleen A. Brown, businesswoman	3rd	March 4, 2025 to March 3, 2028
Aaron Denys	1st	May 15, 2024 to March 3, 2027
Ruth Kazimierek, citizen	2nd	March 4, 2024 to March 3, 2027
Keith McWilliams, general contractor	1st	April 22, 2025 to March 3, 2028
Albert Schimanski, subcontractor	3rd	March 5, 2026 to March 5, 2029

Description: To subpoena alleged code violators, evidence and witnesses to its hearings; take testimony under oath; issue orders to bring a violation into compliance; authorize recording of liens; foreclosures; as well as abate and charge the costs to the violator.

Enacting Resolution: Ordinance No. 64-80; updated No. 10-13

Size: 7 members

Term Length: 3 years

Term Limit: N/A

Qualifications: Appointments shall be made on the basis of experience or interest in the fields of zoning, building control and other codes enumerated herein. Members shall consist of, whenever possible, an architect, businessman, engineer, general contractor, a sub-contractor and a REALTOR. Must be a New Smyrna Beach resident.

Staff Liaison: Administrative Specialist II Evan Lorenzen

Q1 Meetings: 4:30 p.m. Thursday, Jan. 15; Feb. 19; March 19

Next Meeting: 4:30 p.m. Thursday, April 16

Code Compliance Board
Thursday, January 15, 2026 at 4:30 PM

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

1. CALL TO ORDER

2. DISCLOSURE OF EX PARTE COMMUNICATIONS

3. APPROVAL OF MINUTES

3.A Code Compliance Board Minutes November 20, 2025

4. SWEARING OF CITY STAFF, RESPONDENTS AND WITNESSES

5. OLD BUSINESS

A. Staff Report

5.A CCB-0488-2025 - 205 Quay Assisi Owner: Randall Todd SR & Suzette S Jones; Officer: Beverly Abrahamson

6. NEW BUSINESS

A. Staff Report

6.A CCB-0608-2025 - 4155 S. Atlantic Ave Unit 209 Owner; Craig M Lee/Sea Coast 209 LLC; Officer: Barbra Bobelak

6.B CCB-0540-2025 - 387 OTTER BLVD Owner: Johnathan Porter TR; Officer: John Parks

6.C CCB-0515-2024 - 203 Lincoln Ave. Owner: Devon & Wendy Rene Tresher; Officer: John Parks

6.D CCB-0642-2025 - 208 Desoto Dr. Owner; Judy Omalley ; Officer: Herman Trautwein

6.E CCB-0810-2024 - 305 Julia St. Owner; 305 NSB Investment LLC; Officer: John Parks

7. REPEAT BUSINESS

8. DISCUSSION

9. STAFF REPORTS

10. 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.

Code Compliance Board
Thursday, February 19, 2026 at 4:30 PM

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

1. CALL TO ORDER

2. DISCLOSURE OF EX PARTE COMMUNICATIONS

3. APPROVAL OF MINUTES

3.A Code Compliance Board Minutes January 15, 2026

4. SWEARING OF CITY STAFF, RESPONDENTS AND WITNESSES

5. OLD BUSINESS

A. Staff Report

5.A CCB-0488-2025 - 205 Quay Assisi Owner: Randall Todd SR & Suzette S. Jones; Officer: Beverly Abrahamson

5.B CCB-0465-2025 - 809 Maralyn Ave Owner: James A. & Elise S. Battillo, Batillo Family Rev Trust; Officer: Beverly Abrahamson

5.C CCB-0810-2024 - 305 Julia St. Owner: 305 NSB Investment LLC ; Officer John Parks

5.D CCB-0540-2025 - 387 Otter Blvd Owner: Johnathan Porter TR; Officer: John

Parks

6. NEW BUSINESS

A. Staff Report

6.A CCB-0480-2025- 206 Douglas St; Owner: Hummingbird Property NSB LLC; Officer John Parks

6.B CCB-0473-2025 - 1571 S. Atlantic Ave., 401; Owner: Lori Ann Reinhard; Officer: John Parks

6.C CCB-0516-2025 - 705 Faulkner St.; Owner: Raymond Baliatico JR; Officer: Herman Trautwein

7. REPEAT BUSINESS

7.A CCB-0004-2026- 2631 Brookline Ave.; Owner: Terry Lee Launer Jr; Officer: John Parks

8. DISCUSSION

9. STAFF REPORTS

10. 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.

Code Compliance Board
Thursday, March 19, 2026 at 4:30 PM

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

1. CALL TO ORDER

2. DISCLOSURE OF EX PARTE COMMUNICATIONS

3. APPROVAL OF MINUTES

3.A Code Compliance Board Minutes February 19, 2026

4. SWEARING OF CITY STAFF, RESPONDENTS AND WITNESSES

5. OLD BUSINESS

A. Staff Report

5.A CCB-0480-2025 - 206 Douglas St. Unit 1 Owner: Hummingbird Property NSB LLC and/or entity Officer: John Parks

5.B CCB-0642-2025 - 208 Desoto Dr. Owner: Judy Omalley and/or entity ; Herman Trautwein

6. NEW BUSINESS

A. Staff Report

6.A CCB-0659-2025 - 4301 S. Atlantic Ave. Unit: 301 Owner: Dudash Todd Andrew TR, The Dudash Family Rev Trust and/or entity Officer: John Parks

6.B CCB-0044-2026 - 439 Palm St. Owner: David L. and Christi L. McCann and/or entity Officer: Barbara Bobelak

6.C CCB-0232-2025 - 811 E. 15th Ave. Owner: Mark Tremblay & Greg Dubose and/or entity Officer: Beverly Abrahamson

7. REPEAT BUSINESS

8. CODE COMPLIANCE BOARD ELECTION.

Election of chair and vice chair.

9. DISCUSSION

10. STAFF REPORTS

11. 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.

Community Development Block Grant Advisory Board

Name	Term	Appointment Dates
Mildred B. White, chair	7th	March 27, 2024 to March 30, 2027
Christy M. Bell	4th	March 27, 2024 to March 30, 2027
Sylvia Devaux	5th	March 27, 2024 to March 30, 2027
Donald Simpson	3rd	March 27, 2024 to March 30, 2027
Judith Simpson, non-voting member	3rd	March 27, 2024 to March 30, 2027
Patrice Smith	2nd	March 27, 2024 to March 30, 2027
Sabrina Smith	7th	March 27, 2024 to March 30, 2027
Timothy Washington	3rd	March 27, 2024 to March 30, 2027

Description: Governing applications for CDBG Program Funding; establishing procedures for its operations; serve in an advisory capacity on issues brought forth by the City Commission for its deliberation.

Enacting Resolution: Resolution No. 27-10, updated No. 16-9 and No. 09-21

Size: 8 members

Term Length: 3 years

Term Limit: N/A

Qualifications: Voting Members - residents who reside in an area defined by Volusia County Community Assistance as eligible to be served by the CDBG.

Staff Liaison: Grants Coordinator Larry Wheatcraft

Q1 Meetings: 6 p.m. Thursday, Jan. 15; Feb. 19; March 19

Next Meeting: 6 p.m. Thursday, April 16

Community Development Block Grant Advisory Board
Thursday, January 15, 2026 at 6:00 PM

Alonzo Babe James Community Center, 201 N. Myrtle Avenue, New Smyrna Beach FL 32168

1. CALL TO ORDER

A. Roll Call

2. PUBLIC PARTICIPATION

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

3. APPROVAL OF MINUTES

4. OLD BUSINESS

4.A CDBG Advisory Board Meeting Updates - January 2026

5. NEW BUSINESS

5.A Proposed 2026 Meeting Dates for Community Development Block Grant (CDBG) Advisory Board

6. ADJOURNMENT

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

Community Development Block Grant Advisory Board
Thursday, February 19, 2026 at 6:00 PM

Alonzo Babe James Community Center, 201 N. Myrtle Avenue, New Smyrna Beach FL 32168

1. CALL TO ORDER

A. Roll Call

2. PUBLIC PARTICIPATION

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

3. APPROVAL OF MINUTES

3.A Approval of Meeting Minutes - January 15th 2026 Community Development Block Grant Advisory Board

4. OLD BUSINESS

4.A CDBG Advisory Board Meeting Updates - February 2026

5. NEW BUSINESS

5.A Proposed 2026 Meeting Dates for Community Development Block Grant (CDBG) Advisory Board

6. ADJOURNMENT

Community Development Block Grant Advisory Board
Thursday, March 19, 2026 at 6:00 PM

Alonzo Babe James Community Center, 201 N. Myrtle Avenue, New Smyrna Beach FL 32168

1. CALL TO ORDER

A. Roll Call

2. PUBLIC PARTICIPATION

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

3. APPROVAL OF MINUTES

3.A Approval of Meeting Minutes - February 19th, 2026 Community Development Block Grant Advisory Board

4. OLD BUSINESS

4.A CDBG Advisory Board Meeting Updates - March 2026

5. NEW BUSINESS

6. ADJOURNMENT

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

Economic Development Advisory Board

Name	Term	Appointment Dates
Joshua Champion	1st	March 10, 2025 to March 9, 2029
Aaron C. Denys	1st	March 10, 2025 to March 9, 2029
Cristal Dongilli	1st	March 10, 2026 to March 9, 2028
Selby Sullivan	1st	March 10, 2025 to March 9, 2029
Jessica Wilber	1st	March 10, 2025 to March 9, 2029

Description: Make recommendations to the City Commission and City Manager regarding the implementation and funding of the City's Economic Development Plan, as well as foster economic development within the City.

Enacting Resolution: Resolution No. 18-10, updated No. 24-25

Size: 5 members

Term Length: 3 years

Term Limit: N/A

Qualifications: Members shall be a resident of the City of New Smyrna Beach, work within the City, represent a targeted initiative or goal that is identified in the City of New Smyrna Beach Comprehensive Economic Development Strategic Plan or own or represent property or business interests within the City of New Smyrna Beach. Up to two (2) positions on the Board may be filled by members not meeting the aforementioned criteria, provided such appointment is justified based on the individuals qualifications, determined by three (3) affirmative votes of the Board.

Staff Liaison: Economic Development & CRA Director Samantha Bergeron

Q1 Meeting: None

Next Meeting: 8:30 a.m. Tuesday, April 21

Fire Pension Board

Name	Term	Appointment Dates
Michael Lynn, chair, plan member	5th	Oct. 1, 2024 to Nov. 1, 2027
Brandon Carroll, trustee, plan member	1st	Oct. 10, 2023 to Nov. 1, 2027
Randy Hartman, non-plan member	1st	Nov. 1, 2025 to Nov. 1, 2028
Jolene Joyce, non-plan member	2nd	Nov. 12, 2024 to Nov. 1, 2028
Matt Marteeny, elected by majority	2nd	Oct. 29, 2024 to Nov. 1, 2028

Description: Responsible for administering the firefighters' pension trust fund.

Enacting Resolution: Florida State Statute 185.05

Size: 5 members

Term Length: 3 years

Term Limit: N/A

Qualifications: (2) Must be active Firefighters - elected by members of the plan (2) Legal residents of the city who are not City of New Smyrna Beach Police or Fire Pension Plan Participants (1) Must be chosen by a majority of the first four members

Staff Liaison: Foster & Foster Plan Administrator Troy Jenne

Q1 Meeting: 4 p.m. Friday, Jan. 23

Next Meeting: 4 p.m. Thursday, April 30

CITY OF NEW SMYRNA BEACH FIREFIGHTERS' RETIREMENT PLAN
PENSION BOARD OF TRUSTEES QUARTERLY MEETING
COMMISSION CHAMBERS ANNEX
214 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168

AGENDA

Friday, January 23, 2026 – 4:00PM

Pursuant to Chapter 286, F.S., if an individual decides to appeal any decision made with respect to any matter considered at a meeting or hearing, that individual will need a record of the proceedings and will need to ensure that a verbatim record of the proceedings is made. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk at (386) 410-2630 prior to the meeting.

I. CALL TO ORDER/ROLL CALL/DETERMINATION OF A QUORUM

II. PUBLIC COMMENT

III. APPROVAL OF MINUTES

1. October 30, 2025, quarterly meeting

IV. NEW BUSINESS

1. Actual plan expenses as of September 30, 2025
2. 2026 remaining meeting dates

V. REPORTS

1. Foster & Foster, Patrick Donlan, Plan Actuary
    a. October 1, 2025, Actuarial Valuation
2. Graystone Consulting, Scott Owens, Investment Consultant
    a. Quarterly Summary Report as of December 31, 2025
3. Sugarman, Susskind, Braswell & Herrera, Pedro Herrera, Board Attorney (via Teams)

VI. OLD BUSINESS

VII. CONSENT AGENDA

1. Warrants for ratification
    a. Warrant #38
2. New invoices for payment approval
    a. None
3. Fund activity report for the period October 24, 2025, through January 16, 2026

VIII. STAFF REPORTS, DISCUSSION, & ACTION

1. Foster & Foster, Troy Jenne, Plan Administrator
    a. Update on supplemental benefit for 2026
    b. Educational opportunities
        1. FPPTA Winter Trustee School, Feb. 1-4, 2026, Orlando
        2. FPPTA Annual Conference June 28- July 1, 2026, Orlando

IX. TRUSTEE REPORTS, DISCUSSION, & ACTION

X. NEXT MEETING: April TDB, 2026 – 4:00PM

XI. ADJOURNMENT

Historic Preservation Commission

Name	Term	Appointment Dates
Walter Bone, chair	1st	April 23, 2024 to May 14, 2027
Terry L. Bledsoe, vice chair	2nd	Dec. 12, 2023 to May 14, 2026
Dianne Bean	Partial	Nov. 12, 2024 to May 14, 2027
Angeline Beretta-Herman	3rd	May 15, 2024 to May 14, 2027
Jana Caswell	Partial	Dec. 12, 2023 to May 14, 2026
Katie L. Kaufman	2nd	May 15, 2025 to May 15, 2028

Description: Recommends designation of historic districts, landmarks and sites; advises on historic preservation; coordinates the City's preservation work with federal, state and county governments and other city departments; etc.

Enacting Resolution: Ordinance No. 13-86

Size: 7 members

Term Length: 3 years

Term Limit: N/A

Qualifications: When possible, members shall be professionals in the fields of architecture, history, architectural history, archeology or other history-related fields such as urban planning, American studies, American civilization, cultural geography or culture geography/anthropology. Laypersons with special interest, experience or knowledge in any of those fields must make up the balance. City Commission requests nominations from the Southeast Volusia Historical Society. Must be a New Smyrna Beach resident.

Staff Liaison: Development Services Coordinator Stephanie Ferrara

Q1 Meeting: 5:30 p.m. Wednesday, Feb. 11

Next Meeting: 5:30 p.m. Wednesday, April 8

Historic Preservation Commission
Wednesday, February 11, 2026 at 5:30 PM

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

1. CALL TO ORDER

A. Roll Call

2. APPROVAL OF MINUTES

2.A Consider the Approval of the Historic Preservation Commission December 10, 2025 Regular Meeting Minutes.

3. PUBLIC PARTICIPATION

4. NEW BUSINESS/DISCUSSION ITEMS

4.A Historic Plaque Program

5. COMMITTEE COMMENTS

6. STAFF COMMENTS

6.A 2024-2025 CLG Annual Report Good Standing Letter

7. ADJOURNMENT

Housing Authority

Name	Term	Appointment Dates
Judy Reiker, chair	3rd	Sept. 1, 2025 to Aug. 31, 2029
Regis Anne Sloan, vice chair	4th	Sept. 1, 2022 to Aug. 31, 2026
Wilda Bennett	1st	Aug. 13, 2024 to Aug. 31, 2026
Michele Davis	2nd	Sept. 1, 2025 to Aug. 31, 2029
Nelson B. McDonald	1st	May 27, 2025 to May 28, 2029

Description: Prepares, carries out, acquires, leases, and operates housing projects to ensure safe and sanitary living accommodations for persons of low income.

Enacting Resolution: Florida State Statute 421.04

Size: 5 members

Term Length: 4 years

Term Limit: N/A

Qualifications: Members shall be residents of the City (1) Must be a recipient (in good standing) of a rent subsidy administered by the Housing Authority

Staff Liaison: Executive Director Teresa Pope

Q1 Meetings: 5:30 p.m. Monday Jan. 12; Feb. 9; March 9

Next Meeting: 5:30 p.m. Monday, April 13

Housing Authority
Monday, January 12, 2026 at 5:30 PM

City Commission Chambers, 214 Sams Ave, New Smyrna Beach FL 32168

1. CALL TO ORDER

1.A Agenda

2. ROLL CALL

3. INVOCATION/PLEDGE OF ALLEGIENCE

4. APPROVAL OF MINUTES

5. TENANT ACCOUNT CHARGE OFFS

6. CONDEMNED ASSETS

7. DIRECTORS REPORT

8. NEW BUSINESS

8.A New Business Discussion Items

9. DEVELOPMENT

9.A Development Discussion Items

10. OLD BUSINESS

11. RESOLUTIONS

11.A Consider the adoption of Resolutions Nos. 2025-28 and 2025-29

12. FINANCIALS

12.A Financials

13. PUBLIC PARTICIPATION

Citizens: General Rules-

1. First, state your name, address, and the organization you represent
2. Make **ONLY** a brief statement of the facts within your knowledge as it pertains to policies of the agency.
3. Organize your presentation within a brief time limit, and upon completion refrain from additional comments, unless requested by the Board.
4. Avoid repetition/gossip. You must present facts.

14. BOARD COMMENTS

15. ADJOURMENT

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.

Housing Authority
Monday, February 9, 2026 at 5:30 PM

City Commission Chambers, 214 Sams Ave, New Smyrna Beach FL 32168

1. CALL TO ORDER

1.A Agenda

2. ROLL CALL

3. INVOCATION/PLEDGE OF ALLEGIENCE

4. APPROVAL OF MINUTES

4.A Consider the adoption of the minutes from the Housing Authority meeting held on Monday, January 12, 2025.

5. TENANT ACCOUNT CHARGE OFFS

6. CONDEMNED ASSETS

7. DIRECTORS REPORT

7.A Executive Director Teresa Pope will review the Director's report.

8. NEW BUSINESS

8.A New Business Discussion Items

9. DEVELOPMENT

9.A Development Discussion Items

10. OLD BUSINESS

10.A Old Business Discussion Items

11. RESOLUTIONS

11.A Consider the adoption of Resolution No. 2026-03

12. FINANCIALS

12.A December 2025 Financials

13. PUBLIC PARTICIPATION

Citizens: General Rules-

1. First, state your name, address, and the organization you represent
2. Make **ONLY** a brief statement of the facts within your knowledge as it pertains to policies of the agency.
3. Organize your presentation within a brief time limit, and upon completion refrain from additional comments, unless requested by the Board.
4. Avoid repetition/gossip. You must present facts.

14. BOARD COMMENTS

15. ADJOURMENT

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

Housing Authority
Monday, March 9, 2026 at 5:30 PM

City Commission Chambers, 214 Sams Ave, New Smyrna Beach FL 32168

1. CALL TO ORDER

1.A Agenda

2. ROLL CALL

3. INVOCATION/PLEDGE OF ALLEGIENCE

4. APPROVAL OF MINUTES

4.A Consider the adoption of the minutes from the Housing Authority meeting held on Monday, February 9, 2025.

5. TENANT ACCOUNT CHARGE OFFS

6. CONDEMNED ASSETS

7. DIRECTORS REPORT

7.A Executive Director Teresa Pope will review the Director's report.

8. NEW BUSINESS

8.A New Business Discussion Items

9. DEVELOPMENT

9.A Development Discussion Items

10. OLD BUSINESS

10.A Old Business discussion items

11. RESOLUTIONS

11.A Consider the adoption of Resolution Nos. 2026-4 and 2026-5

12. FINANCIALS

12.A January Finacials

13. PUBLIC PARTICIPATION

Citizens: General Rules-

1. First, state your name, address, and the organization you represent
2. Make **ONLY** a brief statement of the facts within your knowledge as it pertains to policies of the agency.
3. Organize your presentation within a brief time limit, and upon completion refrain from additional comments, unless requested by the Board.
4. Avoid repetition/gossip. You must present facts.

14. BOARD COMMENTS

15. ADJOURMENT

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

Personnel Board

Name	Term	Appointment Dates
Tim Buko	2nd	May 2, 2025 to May 2, 2028
Lori J. Hartman	2nd	May 2, 2025 to May 2, 2028
Barbara J. Luttrell	2nd	May 2, 2025 to May 2, 2028
Daniel Moran	2nd	May 2, 2025 to May 2, 2028
Douglas E. Rose	2nd	May 2, 2025 to May 2, 2028

Description: The Personnel Board is hereinafter created as authorized in chapter 59-1612, personnel policy, of the 1959 Related Acts of the City of New Smyrna Beach. To hold and conduct hearings involving appeals of disciplinary action against employees.

Enacting Resolution: Ordinance No. 14-84

Size: 5 members

Term Length: 3 years

Term Limit: 2 terms

Qualifications: Any qualified voter residing in the City is eligible for membership provided; however, that no person who has been convicted of a crime involving moral turpitude shall be eligible.

Staff Liaison: Human Resources Director Heather Kidd

Last Meeting: 3 p.m. Wednesday, Jan. 8, 2025

Next Meeting: As required

Planning & Zoning Board

Name	Term	Appointment Dates
Stephen Yates, chair	2nd	Oct. 24, 2023 to Oct. 31, 2026
Thomas J. Bien	1st	Oct. 24, 2023 to Oct. 31, 2026
John K. Causey, Sr.	1st	Nov. 1, 2024 to Oct. 31, 2027
Deborah Denys	1st	Nov. 1, 2025 to Nov. 1, 2028
Jon Hall	1st	Oct. 24, 2023 to Oct. 31, 2026
David McKenna	1st	Nov. 1, 2025 to Nov. 1, 2028
Jessie Thompson, School Board	*1st*	*Oct. 8, 2024*

Description: Reviews site plans and subdivision plats; makes recommendations to the City Commission on Comprehensive Plan Amendments, Land Development Regulation amendments, annexations, street vacations and any other matters referred to them by the City Commission.

Enacting Resolution: Compliant with Fla. State Statute 163.3174 (1). Ordinance No. 01-03, 15-02

Size: 8 members

Term Length: 3 years

Term Limit: 2 terms

Qualifications: Must be New Smyrna Beach residents.

Staff Liaison: Planning Manager Stephanie Doster

Q1 Meetings: 5:30 p.m. Monday, Jan. 5; Feb. 2; March 2

Next Meeting: 5:30 p.m. Monday, April 6, 2026

Planning & Zoning Board
Monday, January 5, 2026 at 5:30 PM

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

1. CALL TO ORDER

A. Roll Call

2. APPROVAL OF MINUTES

2.A Consider the Approval of the Planning and Zoning Board December 1, 2025 Regular Meeting Minutes.

3. PUBLIC PARTICIPATION

4. OLD BUSINESS

4.A ZT-0010-2025: Review and give a recommendation to the City Commission on a proposed amendment to the Subdivision Plat Process.

5. NEW BUSINESS

5.A SE-3-25: Request for a Special Exception at 1311 North Dixie Freeway to allow auto sales in the B-3 Highway Service Business District

5.B SV-4-25: The applicant is seeking a positive recommendation from the Planning and Zoning Board for a proposed right-of- way vacation for a portion of Citron Street that dead ends at the overpass for SR 44

5.C A-0014-2025: Review and give a recommendation to the City Commission on an overall annexation application for property located on Doster Drive.

5.D ZT-11-25: Review and give a recommendation to the City Commission on a proposed zoning text amendment to the Land Development Regulation to allow Porte Cocheres in the R-1 Zoning District

5.E SV-3-25: The City of New Smyrna Beach is seeking a positive recommendation from the Planning and Zoning Board for the proposed right-of- way vacation of Buck Lane (Second Street) for the future expansion of Fire Station #50.

5.F ZT-12-25: Review and give a recommendation to the City Commission on a proposed zoning text amendment to the Land Development Regulation Section 504.02, Zoning Districts, on building setbacks for Special Exception uses and Land Development Regulation Section 505.05, Non-Conforming structures, for rebuilding a non-conforming structure that has a Special Exception Use.
This agenda item will be continued to February 2, 2026 Planning and Zoning Meeting.

5.G Nominate and vote on 2026 Planning and Zoning Board Chairperson and Vice Chairperson.

6. COMMENTS OR STATEMENTS BY MEMBERS OF THE BOARD

7. REPORTS AND COMMUNICATION BY THE STAFF

8. 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

Planning & Zoning Board
Monday, February 2, 2026 at 5:30 PM

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

1. CALL TO ORDER

A. Roll Call

2. APPROVAL OF MINUTES

2.A Consider the Approval of the Planning and Zoning Board January 5, 2026, Regular Meeting Minutes.

3. PUBLIC PARTICIPATION

4. OLD BUSINESS

4.A ZT-11-25: Review and give a recommendation to the City Commission on a proposed zoning text amendment to the Land Development Regulation to allow Porte Cocheres in front yard setbacks

5. NEW BUSINESS

5.A V-0012-2025: Review an application for a boat lift variance for property located at 205 Quay Assisi.

5.B SP-17-24: Flagler Dunes Resubmittal; Site Plan review for approval for an 80-unit townhome development on the south side of 10th Street, across from

New Smyrna Beach High School

5.C V-11-25: 804 Sandpiper Street, a variance to allow a screen enclosure to be located 5.0' from the rear property line

5.D Nominate and vote on 2026 Planning and Zoning Board Vice Chairperson.

6. COMMENTS OR STATEMENTS BY MEMBERS OF THE BOARD

7. REPORTS AND COMMUNICATION BY THE STAFF

8. ADJOURNMENT

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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.

Planning & Zoning Board
Monday, March 2, 2026 at 5:30 PM

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

1. CALL TO ORDER

A. Roll Call

2. APPROVAL OF MINUTES

2.A Consider the Approval of the Planning and Zoning Board February 2, 2026, Regular Meeting Minutes.

3. PUBLIC PARTICIPATION

4. OLD BUSINESS

4.A ZT-12-25: Review and give a recommendation to the City Commission on a proposed zoning text amendment to the Land Development Regulation Section 504.02, Zoning Districts, on building setbacks for Special Exception uses and Land Development Regulation Section 505.05, Non-Conforming structures, for rebuilding a non-conforming structure that has a Special Exception Use.
This item will be requested for continuation to the April 6, 2026 Planning and Zoning Board Meeting.

5. NEW BUSINESS

5.A Consultants from Kimley-Horn will present and discuss the upcoming amendments to the Comprehensive Plan. This collaborative approach aims to provide clarity on the planned changes and gather input to shape the future direction of the City.

5.B V-02-26: 2532 Glenwood Avenue, a variance to allow a house to be setback 5.0' from a side property line, a variance of 2.5'

5.C V-01-2026: A variance request to reduce the required minimum side yard building setback to replace an existing screen enclosure to match the width of the house for a property located at 2564 Sunset Drive.

5.D V-03-26, A variance to allow seven fewer specimen trees at the Mosquito Control facility at 801 South Street than is required per the Land Development Regulations

5.E SP-25-25, Review for approval a Site Plan for the redevelopment of the Volusia County Mosquito Control facility located at 801 South Street

6. COMMENTS OR STATEMENTS BY MEMBERS OF THE BOARD

7. REPORTS AND COMMUNICATION BY THE STAFF

8. 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.

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Police Pension Board

Name	Term	Appointment Dates
Mike Ison, elected by trustees majority	1st	Oct. 3, 2025 to Oct. 3, 2027
Ronald Neibert, non-plan member	2nd	Oct. 2, 2024 to Oct. 2, 2026
Brandon Mechtel, plan member	1st	Oct. 2, 2024 to Oct. 2, 2026
Sergeant Jason Reve, plan member	4th	Oct. 1, 2023 to Oct. 2, 2026
Palmer Wilson, non-plan member	2nd	Oct. 3, 2025 to Oct. 3, 2027

Description: Responsible for administering the police retirement trust fund.

Enacting Resolution: Florida State Statute 185.05

Size: 5 members

Term Length: 2 years

Term Limit: N/A

Qualifications: (2) Must be active police officers - elected by members of the plan (2) Legal residents of the city who are not City of New Smyrna Beach Police or Fire Pension Plan Participants (1) Must be chosen by a majority of the first four members

Staff Liaisons: Foster & Foster Plan Administrator Troy Jenne

Q1 Meeting: 2 p.m. Friday, Jan. 23

Next Meeting: 2 p.m. Thursday, April 30

CITY OF NEW SMYRNA BEACH POLICE OFFICERS' RETIREMENT PLAN
PENSION BOARD OF TRUSTEES QUARTERLY MEETING
COMMISSION CHAMBERS ANNEX
214 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168

AGENDA

Friday, January 23, 2026 – 2:00PM

Pursuant to Chapter 286, F.S., if an individual decides to appeal any decision made with respect to any matter considered at a meeting or hearing, that individual will need a record of the proceedings and will need to ensure that a verbatim record of the proceedings is made. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk at (386) 410-2630 prior to the meeting.

I. CALL TO ORDER/ROLL CALL/DETERMINATION OF A QUORUM

II. PUBLIC COMMENT

III. APPROVAL OF MINUTES

1. October 30, 2025, quarterly meeting

IV. NEW BUSINESS

1. Trustee terms
    a. 5th Trustee vacancy, Expired 10/1/2025
2. 2026 remaining meeting dates
3. Actual plan expenses as of September 30, 2025

V. REPORTS (ATTORNEY/CONSULTANTS)

1. Foster & Foster, Patrick Donlan, (via Teams)
    a. October 1, 2025, Actuarial Valuation
2. Burgess Chambers & Associates, Frank Wan, Investment Consultant
    a. Quarterly investment report as of December 31, 2025
    b. Investment Policy Statement (IPS) update
3. Sugarman, Susskind, Braswell & Herrera, Pedro Herrera, Board Attorney (via Teams)

VI. OLD BUSINESS

VII. CONSENT AGENDA

1. Warrants for ratification
    a. Warrant #22
2. New invoices for payment approval
    a. None
3. Fund activity report for the period October 24, 2025, through January 16, 2026

VIII. STAFF REPORTS, DISCUSSION, & ACTION

1. Foster & Foster, Troy Jenne, Plan Administrator
    a. Educational opportunities
        1. FPPTA Winter Trustee School, Feb. 1-4, 2026, Orlando
        2. FPPTA Annual Conference, June 28- July 1, 2026, Orlando

IX. TRUSTEE REPORTS, DISCUSSION, & ACTION

X. NEXT MEETING: April TBD 2026 – 2:00PM

XI. ADJOURNMENT

Turnbull Creek Land Preservation Committee

Name	Term	Appointment Dates
Donna Athearn, chair	3rd	Jan. 23, 2024 to July 30, 2027
Chip Weston, vice chair	3rd	Jan. 23, 2024 to July 30, 2027
Randy Hartman	Partial	Jan. 23, 2024 to July 30, 2027
William Robitzsch	1st	Jan. 23, 2024 to July 30, 2027
Robert John Werner	2nd	Jan. 23, 2024 to July 30, 2027

Description: Reviews any information related to land preservation along Turnbull Creek prior to City Commission approval.

Enacting Resolution: Resolution No. 42-18

Size: 5 members

Term Length: 1 year

Term Limit: N/A

Qualifications: Wherever possible, members shall demonstrate interest in environmental issues, historic preservation, wildlife, biology, botany or water quality.

Staff Liaison: Natural Resources Manager Ralph “Tony” Miller

Q1 Meetings: 3 p.m. Monday, Jan. 12; Feb. 16

Next Meeting: 3 p.m. Monday, May 18

Turnbull Creek Land Preservation Committee
Monday, January 12, 2026 at 3:00 PM

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

1. CALL TO ORDER

A. Roll Call

2. APPROVAL OF MINUTES

2.A Consider the adoption of the minutes from the Turnbull Creek Land Preservation Committee regular meeting held on Monday, December 15, 2025.

3. PUBLIC PARTICIPATION

4. NEW BUSINESS/DISCUSSION ITEMS

4.A Discussion: Linda and Walter Milton

4.B Review: Updated Turnbull Creek Map

5. COMMITTEE COMMENTS

6. STAFF REPORTS

7. ADJOURNMENT

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Turnbull Creek Land Preservation Committee
Monday, February 16, 2026 at 3:00 PM

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

1. CALL TO ORDER

A. Roll Call

2. APPROVAL OF MINUTES

2.A Consider the adoption of the minutes from the Turnbull Creek Land Preservation Committee regular meeting held on Monday, January 12, 2026.

3. PUBLIC PARTICIPATION

4. NEW BUSINESS/DISCUSSION ITEMS

4.A Presentation: Farmton Speaker Robbie Lee.

4.B Dedication to Public Use and Declaration of Restrictive Covenants
Discussion only.

4.C Discussion: Property #122 (Parcel 7343-01-00-0010)
Approval to order appraisals of the property for the purpose of negotiating a purchase price.

4.D Discussion: Property #108 (Parcel 7343-06-00-0740)

4.E Finances

None. Advisory only.

5. COMMITTEE COMMENTS

5.A Discussion: USDA Opportunity for Brazilian Pepper Removal and ECHO Grant Opportunity (follow up)

6. STAFF REPORTS

6.A Status of 1st and 2nd Priority Properties

None.

7. 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.

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Utilities Commission

Name	Term	Appointment Dates
Lawrence J. Kelly, vice chair	2nd	Sept. 8, 2024 to Sept. 8, 2027
Lillian Conrad	3rd	Sept. 8, 2025 to Sept. 8, 2028
James R. Davenport	4th	Sept. 8, 2024 to Sept. 8, 2027
Jeff Devine	1st	Sept. 8, 2025 to Sept. 8, 2028
James Smith	2nd	Sept. 12, 2023 to Sept. 7, 2026

Description: Prescribes rules, rates and regulations governing the sale and use of electricity, water, gas and sewage collection and treatment.

Enacting Resolution: Laws of Florida, Chapter 85-503

Size: 5 members

Term Length: 3 years

Term Limit: 3 terms

Qualifications: None listed

Staff Liaison: Executive Administrator Debbie Simmons

Schedule: See next page

2026 NSBUC Meetings Calendar *(Scheduled Regular & Workshops)*

January 2026							
	S	M	T	W	T	F	S
					1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31

Workshop – 1-8

JANUARY 26 – REGULAR

01: *New Year's Day*

19: *Martin Luther King Jr. Day*

February 2026							
	S	M	T	W	T	F	S
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28

Cancelled 2-12 Workshop on 1-26-26

FEBRUARY 23 – REGULAR

16: *Presidents' Day*

March 2026							
	S	M	T	W	T	F	S
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
	29	30	31				

Workshop – 3-12

MARCH 23 – REGULAR

SPECIAL MTG. on 3-23-26 @ 8:00 am
(*AI 6-b. 2-23-26*)

April 2026							
	S	M	T	W	T	F	S
				1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30		

Workshop – 4-9

APRIL 27 – REGULAR

May 2026							
	S	M	T	W	T	F	S
						1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
	31						

Workshop – 5-14

MAY 26 – REGULAR ***(Tues.)***

25: *Memorial Day*

June 2026							
	S	M	T	W	T	F	S
		1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28	29	30				

Workshop – 6-11

JUNE 22 – REGULAR

19: *Juneteenth*

July 2026							
	S	M	T	W	T	F	S
				1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	31	

Workshop – 7-9

JULY 27 – REGULAR

04: *Independence Day*

August 2026							
	S	M	T	W	T	F	S
							1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30	31					

Workshop – 8-13

AUGUST 24 – REGULAR

September 2026							
	S	M	T	W	T	F	S
			1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30			

Workshop – 9-10

SEPTEMBER 28 – REGULAR
(Reorganizational)

01: *Labor Day*

October 2026							
	S	M	T	W	T	F	S
					1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	16	19	20	21	22	23	24
	25	26	27	28	29	30	31

Workshop – 10-8

OCTOBER 26 – REGULAR

12: *Columbus Day*

31: *Halloween*

November 2026							
	S	M	T	W	T	F	S
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
	29	30					

Workshop – 11-12

NOVEMBER 23 – REGULAR

11: *Veterans' Day*

26: *Thanksgiving*

December 2026							
	S	M	T	W	T	F	S
			1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30	31		

Workshop – 12-10

DECEMBER 21–REGULAR
(3rd Mon.)

24: *Christmas Eve*

25: *Christmas Day*

{EFFECTIVE 9-22-25 MONTHLY WORKSHOP MTGS. ROUTINELY HELD 2ND THURSDAY OF EACH MONTH AND REGULAR NSBUC MTGS. ON 4TH MONDAY OF EACH MONTH}
{EFFECTIVE 1-26-26, AI 8-a., NSBUC REGULAR MTGS. & WORKSHOP MTGS. TO COMMENCE ROUTINELY AT 9:00 AM IN LIEU OF 3:00 PM)

WORKSHOP & REGULAR NSBU COMMISSION MEETINGS
CALENDAR YEAR 2026

Jan. 8th

JANUARY 26, 2026

~~Feb. 12th~~ ***(WORKSHOP CANCELLED ON 1-26-26)***

FEBRUARY 23, 2026

Mar. 12th

MARCH 23, 2026

Apr. 9th

APRIL 27, 2026

May 14th

MAY 26, 2026 *(Tues.)*

June 11th

JUNE 22, 2026

July 9th

JULY 27, 2026

Aug. 13th

AUGUST 24, 2026

Sept. 10th

SEPTEMBER 28, 2026 *(Reorganizational)*

Oct. 8th

OCTOBER 26, 2026

Nov. 12th

NOVEMBER 23, 2026

Dec. 10th

DECEMBER 21, 2026 *(3rd Mon.)*

(FINAL P.H. NO. 1)

AGENDA*
A FINAL PUBLIC HEARING NO. 1 OF NEW SMYRNA BEACH UTILITIES UTILITIES COMMISSION,
CITY OF NEW SMYRNA BEACH, FLORIDA
TO BE HELD MONDAY, JANUARY 26, 2026 AT
3:00 P.M. 200 CANAL STREET, NEW SMYRNA BEACH, FLORIDA

1. REGARDING PROPOSED REVISIONS TO UCNSB'S WATER, WASTEWATER, AND RECLAIMED WATER SERVICE RATES, CHARGES AND FEES (MODIFIED INCREASES).**
(**Approved 10-27-25, AI 6-a.)

CHAIRMAN OF THE COMMISSION OPENS THE FINAL PUBLIC HEARING NO. 1 BY ROLL CALL.

NSBU GENERAL COUNSEL READS THE TITLE OF THE PROPOSED RESOLUTION FOR WATER SERVICES RATES BY TITLE ONLY.

CHAIRMAN THEN ASKS FOR ANY COMMENTS FOR OR OPPOSED TO THE PROPOSED REVISIONS TO NSBU'S WATER, WASTEWATER AND RECLAIMED WATER SERVICE RATES, CHARGES AND FEES (INCREASES).

AFTER COMMENTS, CHAIRMAN CLOSES THIS FINAL PUBLIC HEARING NO. 1.

***Pursuant to Section 286.0105 of the Florida Statutes, if an individual decides to appeal any decision made by the New Smyrna Beach Utilities, Utilities Commission, City of New Smyrna Beach, Florida, with respect to any matter considered at a meeting or a hearing, that individual will need a record of the proceedings, and will need to ensure that a verbatim record of the proceedings is made. The transcription of such a verbatim will be provided an individual at a cost to be determined by the Utilities Commission in accordance with the full cost to reproduce such transcriptions and copies.**

***In accordance with the American with Disabilities Act, persons needing special accommodations to participate in this proceeding should contact the individual or agency sending notice; if possible five days prior to the proceeding at the address given on notice.**

VACANT, CHAIRMAN
L. KELLY, JR., VICE CHAIR
L. CONRAD, SECY.-TREAS.
J. SMITH, ASST. SECY.-TREAS.
J. DEVINE, COMMISSIONER
H. RAMOS, GENERAL COUNSEL
E. CHAVEZ, GENERAL MGR.-CEO
D. SIMMONS, EXEC. MGR./CLERK

AGENDA*
REGULAR MEETING
NEW SMYRNA BEACH UTILITIES
TO BE HELD MONDAY, FEBRUARY 23, 2026,
AT 9:00 A.M.*, 200 CANAL STREET,
DEBERRY ROOM, 3RD FL, NEW SMYRNA BEACH, FLORIDA

Pledge / Invocation

Safety Message by Manager, System Operations, Kody David – Key Safety Topics for System Operators During Peak Loads

ROLL CALL

1. **Agenda Changes, Additions and Deletions**

2. **Public Participation**
(Please register to speak prior to the meeting. Also for groups speaking on same topic/similar views, please designate a speaker for the group. Three-minute time frame is allotted for each speaker/topic.)

***3. Approval of Consent Items**

a. ✓ Minutes of Workshop Held on 1-8-26 and Final Public Hearings Nos. 1 & 2 and Regular NSBU Commission Meeting Held on 1-26-26 (*Annotated Version*) – D. Simmons *(NSBU and State Requirements)*

b. ✓ Ratification – Granted and Accepted Third Party Utility Easements – by Collier Luna Bella Lane, LLC for Cordova Apartments – J. Couillard *(NSBU and State Requirements)*

c. ✓ Approval – Renewal of ESRI Small Utility Enterprise License Agreement (SU-ELA) – J. Couillard *(NSBU, State, and Federal Requirements)*

d. ✓ Award Approval – ITB No. 01-26 Underground Utility Locating – Continuing Service Contract for Electric and Water Resources – D. Hale *(NSBU, State, and Federal Requirements)*

4. **General Manager's Report (January 2026) – E. Chavez**
   a. Financial Status – January 2026 – C. Girvan

5. **Commission Counsel's Report – General Counsel**

VACANT, CHAIRMAN
L. KELLY, JR., VICE CHAIR
L. CONRAD, SECY.-TREAS.
J. SMITH, ASST. SECY.-TREAS.
J. DEVINE, COMMISSIONER
H. RAMOS, GENERAL COUNSEL
E. CHAVEZ, GENERAL MGR.-CEO
D. SIMMONS, EXEC. MGR./CLERK

AGENDA**
REGULAR MEETING
NEW SMYRNA BEACH UTILITIES
TO BE HELD MONDAY, FEBRUARY 23, 2026,
AT 9:00 A.M., 200 CANAL STREET,
DEBERRY ROOM, 3RD FL, NEW SMYRNA BEACH, FLORIDA

6. Old Business

a. ✓ Approval – Draft RFP #07-26 Audit Services – Includes Scope of Work, Timeline and Optional Presentations, and Requires Determination RE: "Cone of Silence" – M. Lynch *(NSBU and State Requirements)*

b. ✓ Scheduling Request – Special NSBU Commission Meeting for GM-CEO Annual Salary Determination (FY25 Performance) – H. Carrizales *(NSBU & State Requirements)*

7. New Business

8. Possible Other Business - Time for Commissioners

a. ✓ 2026 FMEA Annual Conference – The Breakers, Palm Beach – E. Chavez

✓A Check Mark Indicates Items Which Commission Approval Has Been Requested On This Agenda
Please Note -- Most Discussion Items Will Not Have Documentation, Will Be Listed On Agenda Only

*** Consent items to be approved as recommended or accepted as appropriate without further comments unless discussion is requested by Commissioner.**

**** Pursuant to Section 286.0105 of the Florida Statutes, if an individual decides to appeal any decision made by the New Smyrna Beach Utilities, with respect to any matter considered at a meeting or a hearing, that individual will need a record of the proceedings, and will need to ensure that a verbatim record of the proceedings is made. The transcription of such a verbatim will be provided an individual at a cost to be determined by the New Smyrna Beach Utilities in accordance with the full cost to reproduce such transcriptions and copies.**

**** In accordance with the American with Disabilities Act, persons needing special accommodations to participate in this proceeding should contact the individual or agency sending this notice, * In accordance with the American with Disabilities Act, persons needing special accommodations to participate in this proceeding should contact the individual or agency sending this notice, if possible five business days prior to the proceeding at the address given on the notice.**

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

CONSIDER THE ADOPTION OF THE MINUTES FROM THE CITY COMMISSION WORKSHOP AND REGULAR MEETING HELD ON TUESDAY, MARCH 24, 2026.

April 14, 2026

Background:

The City Commission held a workshop and regular meeting on Tuesday, March 24, 2026. 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 Workshop March 24, 2026 - Minutes.pdf
City Commission Regular Meeting March 24, 2026 - Minutes.pdf

City Commission Workshop
Tuesday, March 24, 2026 at 5:15 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 Tuesday, March 24, 2026, at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

Mayor Fred E. Cleveland opened the meeting at 5:15 PM.

Present: Vice Mayor Jason McGuirk and Commissioner Valli Perrine, Commissioner Lisa Martin, and Commissioner Brian Ashley

II. PUBLIC PARTICIPATION

III. WORKSHOP

III.a Presentation: Mr. Steve Buck, FDOT District Five Strategic Initiatives Administrator.

Steve Buck, FDOT District Five Strategic Initiatives Administrator, outlined a PowerPoint presentation.

The City Commission reached a consensus for FDOT to proceed with State Road 44 projects.

IV. COMMISSION COMMENTS

V. ADJOURNMENT

As there was no further business to discuss, Mayor Cleveland adjourned the meeting at 5:35 PM.

City Commission Regular Meeting
Tuesday, March 24, 2026, at 5:30 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, March 24, 2026, at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

Mayor Fred E. Cleveland opened the meeting at 5:40 PM.

Present: Vice Mayor Jason McGuirk and Commissioner Valli Perrine, Commissioner Lisa Martin, and Commissioner Brian Ashley

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Chaplain Shelia Turner gave the invocation. Robbie Gibson-Minor and Lorraine Sharp led those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

City Manager Cowper announced that items 10A, 10B, and 10C had been withdrawn by the applicant.

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Proclamation: Government Finance Professional's Week

The City Commission presented a proclamation to the Finance Department recognizing Finance Professional Week.

4.B Presentation: Teen Empowerment Program

Irma Terry recognized the participants of the Teen Empowerment Program.

5. CITY MANAGER'S REPORT

5.A City Manager's Report

City Manager Cowper outlined a report.

6. PUBLIC PARTICIPATION

Robbie Gibson-Minor, 2839 South Asciano Court, expressed gratitude to those who participated in the Charming Home tour. She also thanked Stephanie Doster for her recommendation on the article on historic preservation concerning the Women's Club and commented on Heritage Day at the New Smyrna Beach Museum of History.

Erik Ahlgren, 1913 Sugar Tree Circle, discussed his application for appointment consideration to the Historic Preservation Commission and shared his background to support his appointment.

Cindi Flanagan, 2401 Saxon Drive, Chair of Marine Discovery Center, invited residents to the SHORE Event to be hosted on April 9, 2026, at 9:00 am.

Kevin Schweitzer, 880 Catfish Avenue, commented on the Canal Street Professional Skateboarding event scheduled for April 9, 2026, at 4:00 pm, and the Surf Event taking place April 10–12.

Debra Dugas, 200 North Pine Street, praised City Staff for their helpfulness, including Rob Salazar from Leisure Services. She also commended David Ray for being excellent, helpful, and kind.

Brian Flora, 1005 Stagger Bush Place, shared his thoughts on teaching young people in New Smyrna Beach how to sail.

Cindy Sniezak, 512 Yupon Avenue, provided remarks regarding her application for consideration for appointment to the Planning and Zoning Board.

Steve Gunther, 140 Temple Street, commented on roadways in New Smyrna Beach and the potential uptick in traffic in the city.

Ally Rodgers, 811 East 27th Street, commented on the 5:30 pm City Commission meeting start time and thanked David Ray of 27th Avenue for suggesting ways to improve safety at the intersection.

7. CONSENT AGENDA

7.A Consider the adoption of the minutes from the City Commission regular meeting held on Tuesday, March 10, 2026.

Motion:
Vice Mayor McGuirk moved to adopt the minutes from the City Commission regular meeting held on Tuesday, March 10, 2026. Commissioner Martin seconded the motion. The motion carried by unanimous vote.

7.B Resolution No. 06-26: Consider the adoption of Resolution No. 06-26, which if adopted would approve the Community Rating System (CRS) 2025 VOLUSIA MULTI-JURISDICTIONAL PROGRAM FOR PUBLIC INFORMATION.

Motion:
Vice Mayor McGuirk moved to adopt Resolution No. 06-26 which would approve the Community Rating System (CRS) 2025 VOLUSIA MULTI-JURISDICTIONAL PROGRAM FOR PUBLIC INFORMATION. Commissioner Martin seconded the motion. The motion carried by unanimous vote.

7.C Consider the approval of a License Agreement (LA-1-26) regarding 809 Maralyn Avenue right-of-way east of North Peninsula Avenue.

Motion:
Vice Mayor McGuirk moved to approve a License Agreement (LA-1-26) regarding 809 Maralyn Avenue right-of-way east of North Peninsula Avenue. Commissioner Martin seconded the motion. The motion carried by unanimous vote.

7.D Consider the approval of both the dedication of public right-of-way area and the granting of a public access easement to the City, for the proposed right-of-way area that now comprises a new turn-lane on Saxon Drive that has recently been constructed, and for a public access easement for the relocated and reconstructed bike path adjacent to that roadway, in association with the Eventide (formerly Oakwiler) townhouse development.

Motion:
Vice Mayor McGuirk moved to approve both the dedication of public right-of-way area and the granting of a public access easement to the City, for the proposed right-of-way area that now comprises a new turn-lane on Saxon Drive that has recently been constructed, and for a public access easement for the relocated and reconstructed bike path adjacent to that roadway, in association with the Eventide (formerly Oakwiler) townhouse development. Commissioner Martin seconded the motion. The motion carried by unanimous vote.

7.E Consider the approval of replacement of the Detwiler Park Playground and Esther Street Playground utilizing an existing piggyback contract with Kompan, Inc.

Motion:
Vice Mayor McGuirk moved to approve the replacement of the Detwiler Park Playground and Esther Street Playground utilizing an existing piggyback contract with Kompan, Inc. Commissioner Martin seconded the motion. The motion carried by unanimous vote.

7.F Consider the approval of a change order for the replacement of the two boat ramps on the eastside of the North Causeway site with Construct Co.

Motion:
Vice Mayor McGuirk moved to approve a change order for the replacement of the two boat ramps on the eastside of the North Causeway site with Construct Co. Commissioner Martin seconded the motion. The motion carried by unanimous vote.

7.G Consider the approval of stormwater easements for the Corbin Park Stormwater Improvement Project.

Motion:
Vice Mayor McGuirk moved to approve the stormwater easements for the Corbin Park Stormwater Improvement Project. Commissioner Martin seconded the motion. The motion carried by unanimous vote.

7.H Consider the approval of a Temporary Construction Easement Agreement to allow placement of a construction trailer and related construction supported activities for Volusia County Mosquito Control Facility within the City's public right-of-way on South Street.

Motion:
Vice Mayor McGuirk moved to approve the Temporary Construction Easement Agreement to allow placement of a construction trailer and related construction supported activities for Volusia County Mosquito Control Facility within the City's public right-of-way on South Street. Commissioner Martin seconded the motion. The motion carried by unanimous vote.

7.I Special Event: Consider the approval of the Atlantic Center for the Arts' Horsin Around Event 2026, to be held on Sunday April 12, 2026.

Motion:
Vice Mayor McGuirk moved to approve the Atlantic Center for the Arts' Horsin Around Event 2026, to be held on Sunday, April 12, 2026. Commissioner Martin seconded the motion. The motion carried by unanimous vote.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Presentation of Charter Officers' Annual Performance Evaluations

Heather Kidd, Human Resource Director, presented the Charter Officers' Annual Performance Evaluations.

9. QUASI-JUDICIAL HEARINGS

10. PUBLIC HEARINGS

10.A Ordinance No. 80-25: Conduct a Second Reading and Public Hearing of an ordinance, which, if adopted, would annex approximately 7.6 acres of land located at 390 Sugar Mill Drive.

This item was withdrawn by the applicant.

10.B Ordinance No. 81-25: Conduct a Second Reading and Public Hearing of an ordinance, which, if adopted, would approve a proposed Small-Scale Comprehensive Plan amendment changing the Future Land Use to Commercial and limiting the allowable residential density and Floor to Area Ratio (FAR), on approximately 7.6 + acres of land located at 390 Sugar Mill Drive through Restrictive Covenants.

This item was withdrawn by the applicant.

10.C Ordinance No. 82-25: Conduct a Second Reading and Public Hearing of an ordinance, which, if adopted, would approve a proposed rezoning application to change the current zoning from County PUD to City PUD on approximately 7.6 acres of land located at 390 Sugar Mill Drive, which is also associated with companion and concurrent applications for Annexation and a revised Comprehensive Plan Amendment, Future Land Use designation.

This item was withdrawn by the applicant.

10.D Ordinance No. 23-26: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, would allow for porte cocheres to be located in the City, and to provide a definition for porte cocheres. ZT-11-25

A Public Hearing was conducted for Ordinance No. 23-26.

City Attorney Avallone read Ordinance No. 23-26 for the second time by title only.

Jake Baker, Senior Planner, outlined a PowerPoint presentation.

Kevin Schweier, 880 Catfish Avenue, outlined a report.

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

Motion:
Vice Mayor McGuirk moved to adopt Ordinance No. 23-26 which would allow for porte cocheres to be located in the city, and to provide a definition for porte cocheres. To include without overhead utility lines, the setback can be as close as 6.5 feet from the front property line, with the columns at least 10 feet from the front property line. Commissioner Ashely seconded the motion. The motion passed by 3-2 majority vote with Commissioners Perrine and Martin voting no.

11. ORDINANCES FIRST READINGS

12. BOARDS AND COMMISSIONS

12.A Board Vacancy Notice: Historic Preservation Commission. The Commission has two members whose terms are expiring and are eligible for reappointment, as well as one vacant seat resulting from a resignation.

12.B Board Vacancy Notice: The Planning and Zoning Board has one (1) vacancy due to resignation.

12.C Board Vacancy Notice: The Code Compliance Board currently has one (1) unfilled three-year term length vacancy.

13. MAYOR AND COMMISSIONER COMMENTS

Commissioner Perrine expressed her appreciation to the finance department for their diligent efforts and provided remarks regarding the newly established auditing team. She further addressed matters relating to budget transparency and the leisure services department.

Commissioner Martin commented on sending a letter of support for Volusia Forever and stated that the city should have a position on data centers.

Commissioner Ashley gave no comment.

Vice Mayor McGuirk addressed well executed spring break and discussed the loss of home rule authority.

Mayor Cleveland spoke about maintaining a well-balanced and safe environment for spring break, highlighting both accessibility and active enforcement. Charter officers were thanked for their dedicated service. Appreciation was expressed to FABA and Canal Street for organizing successful events. The City Commission will hold its strategic planning workshop on Thursday, March 26. Home rule was discussed, with encouragement to contact Senator Tom Wright and Representative Chase Tramont. The State of the City address is scheduled for April 7, 2026.

14. CITY CLERK'S REPORT

15. CITY ATTORNEY'S REPORT

15.A Legislative Updates as of March 17, 2026.

City Attorney Avallone outlined a report.

16. ADJOURNMENT

As there was no further business to discuss, Mayor Cleveland adjourned the meeting at 7:55 PM.

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

CONSIDER THE APPROVAL OF AN APPLICATION FOR A LICENSE AGREEMENT TO ALLOW FOR A 10-FOOT BY 20-FOOT PAVER PARKING SPACE IN THE SOUTH COOPER STREET RIGHT-OF-WAY IN FRONT OF PROPERTY LOCATED AT 509 SOUTH COOPER STREET.

April 14, 2026

Background:

Applicant: Michael Shane Miller of Allphases LLC, 1300 Canal Street, New Smyrna Beach Florida 32168.

Property Owners: Gary S. Morgan and Bambi N. Morgan, 509 South Cooper Street, New Smyrna Beach, Florida 32169.

Request: Approval of a license agreement to allow pavers in a portion of the Right-of-Way, (ROW), outside of the required apron, at 509 South Cooper Street.

Site Information: The subject area is approximately 20 feet long by 10 foot deep, (approximate paver area of 200 square feet) located on the east side of South Cooper Street.

Parcel Number: 7416-03-06-0040

Exhibits used in this report:

Exhibit A: Location Map
Exhibit B: Aerial Map
Exhibit C: Site Plan/Survey
Exhibit D: City Engineering Department Letter
Exhibit E: Site Photos
Exhibit F: License Agreement

Findings:

The applicant is proposing to maintain a proposed paver area 20 foot by 10 foot in the South Cooper Street right-of-way in front of property addressed as 509 South Cooper Street.

The current space contains shell and is used as a parking space at the single-family house.

By installing pavers and a concrete band, there would be a transition from a hard roadway to a softer parking area. The pavers would also reduce the rutting and edge of pavement breakdown. See **Exhibit C**.

The City Engineering Department has reviewed the application and will support the license agreement application for pavers. The applicant should be aware that this agreement would not grant exclusive use of the right-of-way in this area. See **Exhibit D**.

Recommendation:

Staff recommends **approval** of the License Agreement to allow the pavers in the South Cooper Street right-of-way, subject to the following conditions:

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

Fiscal Analysis:
N/A

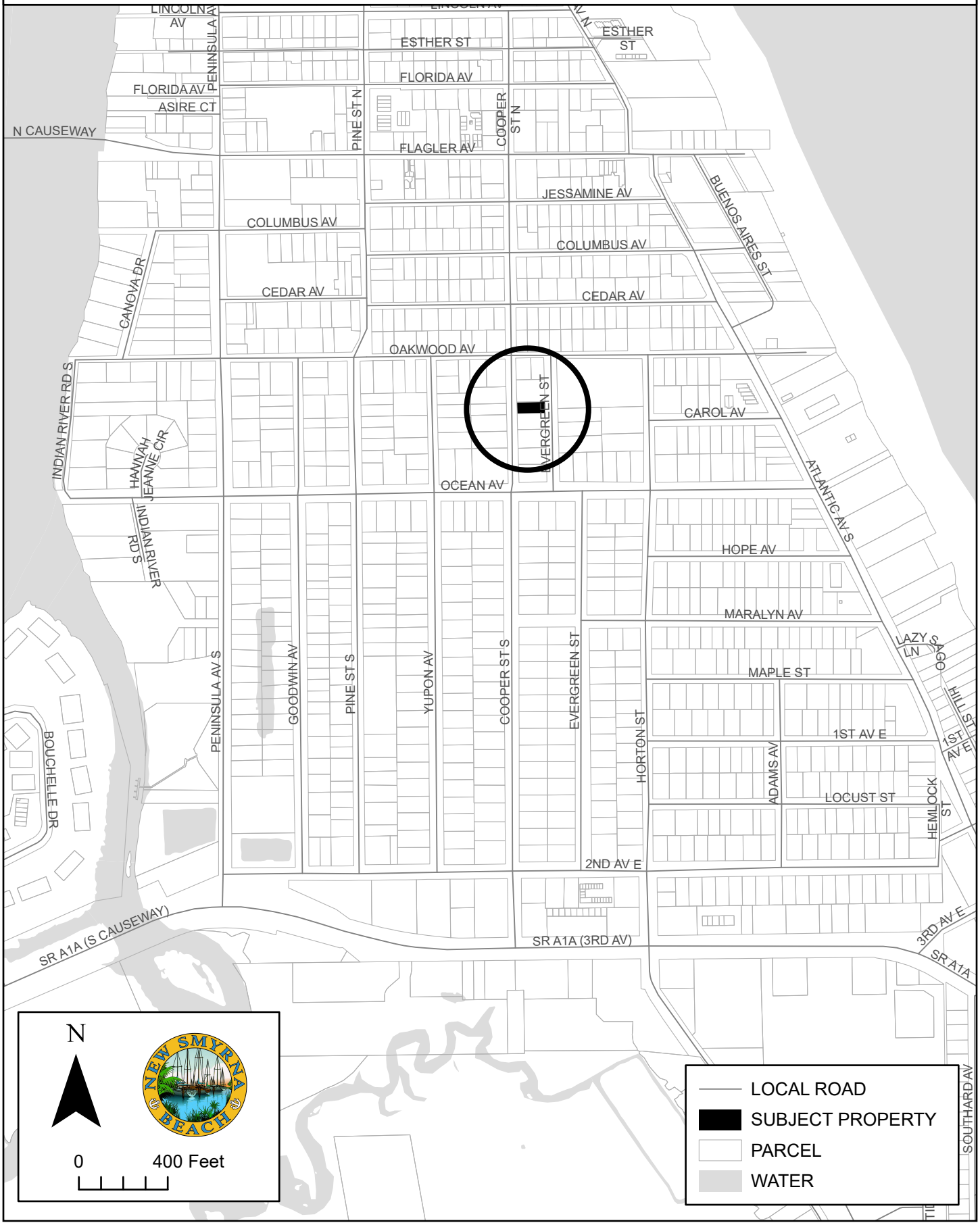
Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Site Plan.pdf
Exhibit D Engineering Review Letter.pdf
Exhibit E Site Photo.pdf
Exhibit F Right-of-Way License Agreement3.pdf

LA-02-26: 509 S. COOPER STREET
PARCEL: 7416-03-06-0040 LOCATION MAP

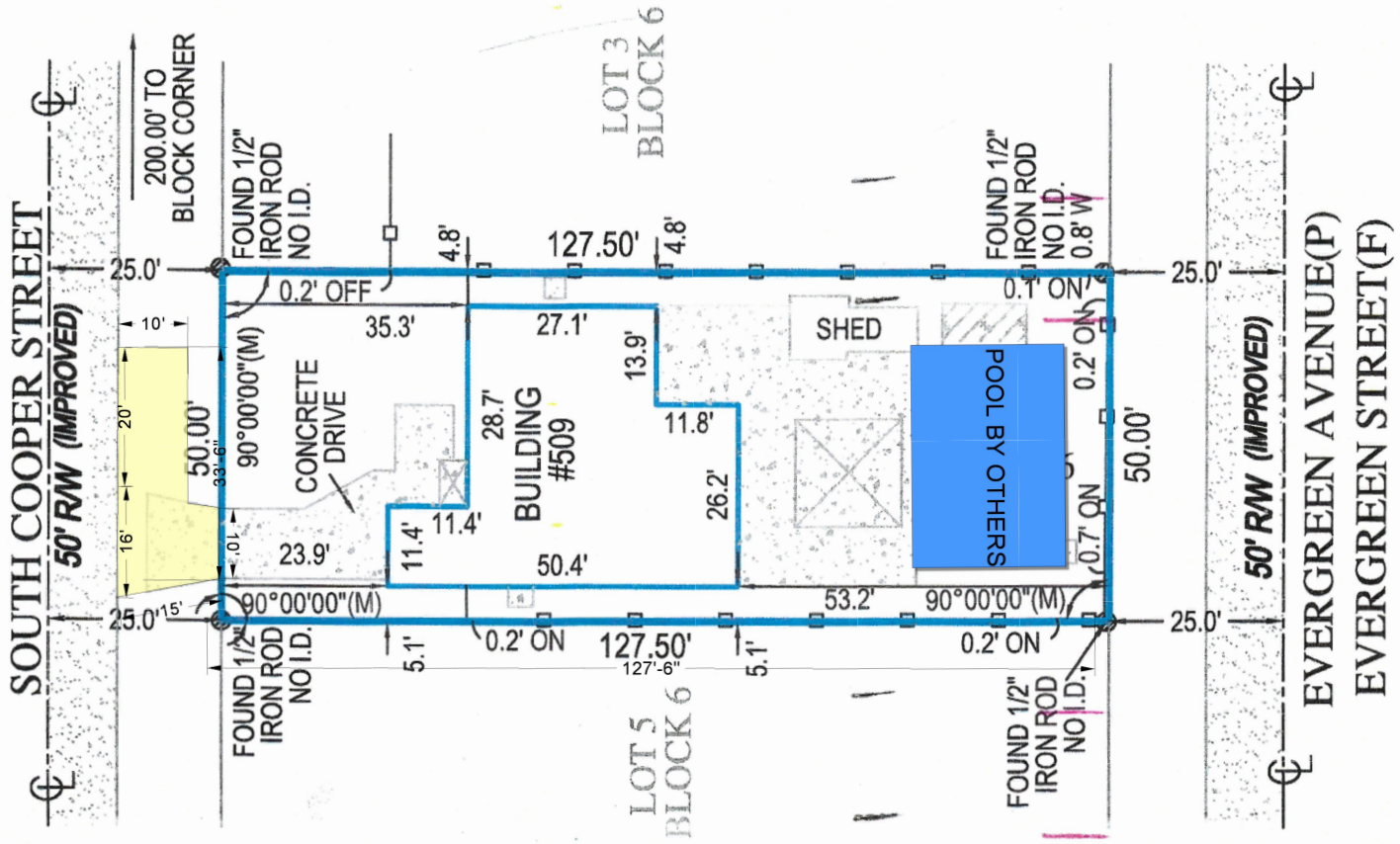


LA-02-26: 509 S. COOPER STREET
PARCEL: 7416-03-06-0040 AERIAL MAP



BOUNDARY SURVEY

Exhibit C



SURVEY NOTES
CONCRETE DRIVE CROSSING INTO R/W ON WESTERLY SIDE OF LOT.

THERE ARE FENCES NEAR THE BOUNDARY OF THE PROPERTY.

SURVEY NUMBER:
6244758

GENERAL NOTES:

1) LEGAL DESCRIPTION PROVIDED BY OTHERS
2) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.
3) UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
4) WALL TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
5) ONLY VISIBLE ENCROACHMENTS LOCATED.
6) DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
7) FENCE OWNERSHIP NOT DETERMINED.
8) ELEVATIONS INDICATED HEREON ARE IN FEET AND DECIMALS REFRENCED TO N.A.V.D. 1988
9) THIS SURVEY HAS BEEN COMPLETED FOR A MORTGAGE TRANSACTION, ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES. NO DESIGN OR CONSTRUCTION SHALL BE BASED UPON THIS SURVEY WITHOUT APPROVAL FROM TARGET SURVEYING PRIOR TO SUCH USE. TARGET SURVEYING ASSUMES NO RESPONSIBILITIES FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE.

TARGET SURVEYING, LLC
LB #7893
SERVING FLORIDA
6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
STATEWIDE PHONE (800) 226-4807

City of New Smyrna Beach

March 16, 2026

RE: LA-02-26 (509 Cooper St)

To whom it concerns,

The City Engineering Department has reviewed the application for paver improvements within the South Cooper Street right-of-way. The proposed material, 20’ x10’ dimensions, and location are acceptable to this department.

Jesse Meyers, P.E.
Senior Civil Engineer

210 Sams Avenue, New Smyrna Beach, FL 32168
Phone: (386) 410-2812 Fax: (386) 410-2804
www.cityofnsb.com


Exhibit E

Return Recorded Document to:
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

RIGHT-OF-WAY LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this _____day of _____, 2026, by and between the **CITY OF NEW SMYRNA BEACH**, a Florida municipal corporation (hereinafter "City") and **GARY S. MORGAN and BAMBI N. MORGAN** (hereinafter "Licensee").

PREMISES

WHEREAS, the City agrees that the improvement plan for the paver parking space depicted on **Exhibit "A"**, attached hereto and incorporated herein by reference, comes within the intent of established City policy; and

WHEREAS, the improvement plan encompasses part of a City right-of-way known as South Cooper Street, a 50 foot wide City right-of-way, as depicted in **Exhibit "B"**, attached hereto and incorporated herein by reference; and

WHEREAS, the Licensee, Gary S. Morgan and Bambi N. Morgan, are the owners of real property abutting South Cooper Street located in the Detwilers Subdivision, the legal description, of that property is as follows:

Lot 4, Block 6, Detwiler Subdivision, according to the map or plat thereof, as recorded in Map Book 4, Page(s) 151, of the Public Records of Volusia County, Florida.

WHEREAS, the City is willing to license incidental private use of public property in exchange for appropriate protection of the public interest and sufficient contribution of the Licensee to expenses incurred in the improvements and maintenance of the South Cooper Street right-of-way.

WHEREAS, at its regular meeting held _____, the City Commission approved allowing the improvements depicted on **Exhibit "A"** within the South Cooper Street right-of-way, with conditions.

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

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The City hereby grants to the Licensee a license to enter upon and to utilize the right-of-way known as South Cooper Street, located and situated in New Smyrna Beach, Volusia County, Florida, as depicted in **Exhibit "A"** for the purpose of vehicle parking and subsequent installation, maintenance, repair, and/or replacement of Pavers (hereinafter "Improvements") approved by the City as depicted in **Exhibit "A"**.

2. All improvements, uses and activities shall comply with the terms and conditions of this License Agreement and exhibits hereto.

3. The Licensee agrees to apply for all required permits for the improvements depicted on **Exhibit "A"** within thirty (30) days of the execution of this agreement by the City. Failure to apply for the required permit(s) will result in revocation of the City Commission's approval.

4. Licensee agrees to construct and/or install the improvements depicted on **Exhibit "A"** in a manner that allows a positive flow for the storm water runoff. Such construction/installation shall be shown on the building permit application submitted for the proposed improvements.

5. Licensee agrees to construct the improvements depicted on **Exhibit "A"** in order to ensure that the improvements are located at least 30 feet from any stop sign or traffic control device. If applicable, all traffic control devices shall be shown on the building permit application submitted for the proposed improvements.

6. Licensee agrees to complete all construction/installation activities within sixty (60) days of City Commission approval of this Agreement. Failure to complete all construction/installation activities within sixty (60) days shall result in revocation of the City Commission's approval.

7. The Licensee jointly and severally assumes all responsibility for the maintenance and, if necessary, replacement of the improvements described herein and as depicted on **Exhibit "A"**.

8. Licensee agrees, upon thirty days written notice from the City, to maintain, repair, or replace all improvements which require maintenance, repair or replacement. If no remedy is made within the specified time, the City reserves the right to remove all improvements without further notice to Licensee at the sole cost and expense of Licensee. The City reserves the right to request removal of the improvements depicted in **Exhibit "A"** in the event that the City needs to utilize the property for City purposes, such as road, bike path, public utility installation, maintenance, drainage improvement, or other public uses. The City shall endeavor to give at least thirty (30) days prior notice to the Licensee. If the improvements are not removed within the time specified by the City, or in cases where emergency work by the City becomes necessary, the City may remove or cause the improvements to be removed without any liability to the City or obligation to replace same upon completion of the City

project.

9. The Licensee agrees that no improvements shall be made except as depicted in **Exhibit "A"** or subsequently approved amendments thereto. However, improvements may be maintained, repaired, replaced, and removed.

10. Licensee agrees to not interfere or restrict public use of the property described in **Exhibit "A"**.

11. Any party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by any party, the City shall have the option of requiring all improvements to be removed or abandoned in place by the Licensee or maintained in their present state by the City without further right or obligation by the Licensee. If the Licensee terminates this Agreement or otherwise fails to remain in good standing and in compliance with this Agreement, the City may maintain and repair the improvements. However, all costs and expenses of the City resulting from maintenance or repair of the improvements, including administrative expenses, liability, damages, attorney's fees and costs, shall be chargeable to and assessed to any real property owned by Licensee. The City shall have the right to enforce collection of assessments for such costs and expenses through such lien, or any other legal avenues, including interest at the then highest lawful rate of interest and attorneys' fees and costs for collection thereof.

12. This license is given to the Licensee as an accommodation to the Licensee without any consideration. The Licensee acknowledges the legal title of the City to the right-of-way property described herein and agrees never to deny such title or to claim title in the Licensee's name.

13. The Licensee shall exercise the rights, privileges and permission granted herein at the Licensee's own risk. The Licensee shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the property. The Licensee shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the City's property, the use of the property, the exercise of the license granted by this License Agreement, the failure on the part of the Licensee to comply with any of the provisions specified herein, or the City's removal of any improvements depicted in **Exhibit "A"** or otherwise permitted by this License Agreement. The City shall not be liable to the Licensee if for any reason the Licensee's use of the property is hindered or disturbed.

14. Licensee shall maintain liability coverage for the License Area. This coverage shall name CITY as an additional insured. LICENSEE shall provide proof of liability coverage prior to annual renewal of this Agreement. CITY shall be notified of any changes or termination of any liability coverage within thirty (30) days of termination or change.

15. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person to: ATTENTION: **CITY MANAGER**, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida, 32168, for the City; and to ATTENTION: Gary S. Morgan and Bambi N. Morgan, 509 South Cooper Street, New Smyrna Beach, Florida 32169, for the Licensee, or as otherwise designated in writing to all respective parties.

16. This Agreement shall be recorded in the Public Records of Volusia County, Florida. Upon execution of this agreement, the Licensee agrees to pay the City an amount equal to the applicable cost of recording this Agreement in the Public Records of Volusia County, Florida.

17. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

18. Should any term covenant, condition, provision or sentence or part thereof of this agreement be held invalid or unenforceable by the court of competent jurisdiction, the remaining terms and provisions shall nevertheless remain in full force and effect.

19. The License Agreement shall be effective during the period from the last date of execution until terminated in accordance with the provisions specified herein.

[Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES

_____
Witness 1

_____
Print Name of Witness 1

_____
Witness 2

_____
Print Name of Witness 2

LICENSOR
CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation

By:

_____
Fred E. Cleveland, Mayor

Attest:

By:

_____
Sharon Taylor Harding, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization the _____ day of _____, 2026, by Fred E. Cleveland, as Mayor of the City of New Smyrna Beach, on behalf of the organization. He is personally known to me OR produced as identification _____.

(NOTARY SEAL)

_____
NOTARY PUBLIC – State of Florida
Signature of Notary Public
Print Name:_____
Commission No.: _____
My Commission Expires: _____

Approved as to form and correctness.
By:

_____
Carrie Avallone, City Attorney

Date: _____

WITNESSES

Signature of Witness 1

Joseph Milam

Print Name of Witness 1

Signature of Witness 2

Jim Dutton

Print Name of Witness 2

LICENSEE

By: G Morgan

Name: Gary Morgan

Title: Owner

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization the 2 day of March, 2026, by Gary Morgan at 509 S Cooper. He or She is personally known to me OR produced as identification _____.

(NOTARY SEAL)

NOTARY PUBLIC – State of Florida
Signature of Notary Public
Print Name: Brandy Middenhaver
Commission No.: HH 640964
My Commission Expires: 2-16-29

WITNESSES

Signature of Witness 1

Joseph Milam

Print Name of Witness 1

Signature of Witness 2

Jim Dutton

Print Name of Witness 2

LICENSEE

By: Bambi N Morgan

Name: BAMBI AL MORGAN

Title: OWNER.

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization the 2 day of March, 2026, by Bambi Morgan at 509 S Cooper. He or She is personally known to me OR produced as identification _____.

(NOTARY SEAL)

Notary Public State of Florida
Brandy Moldenhauer
My Commission HH 640964
Expires 2/16/2029

NOTARY PUBLIC – State of Florida
Signature of Notary Public
Print Name: Brandy Moldenhauer
Commission No.: HH 640964
My Commission Expires: 2-16-29

Exhibit "A" – Proposed Improvements

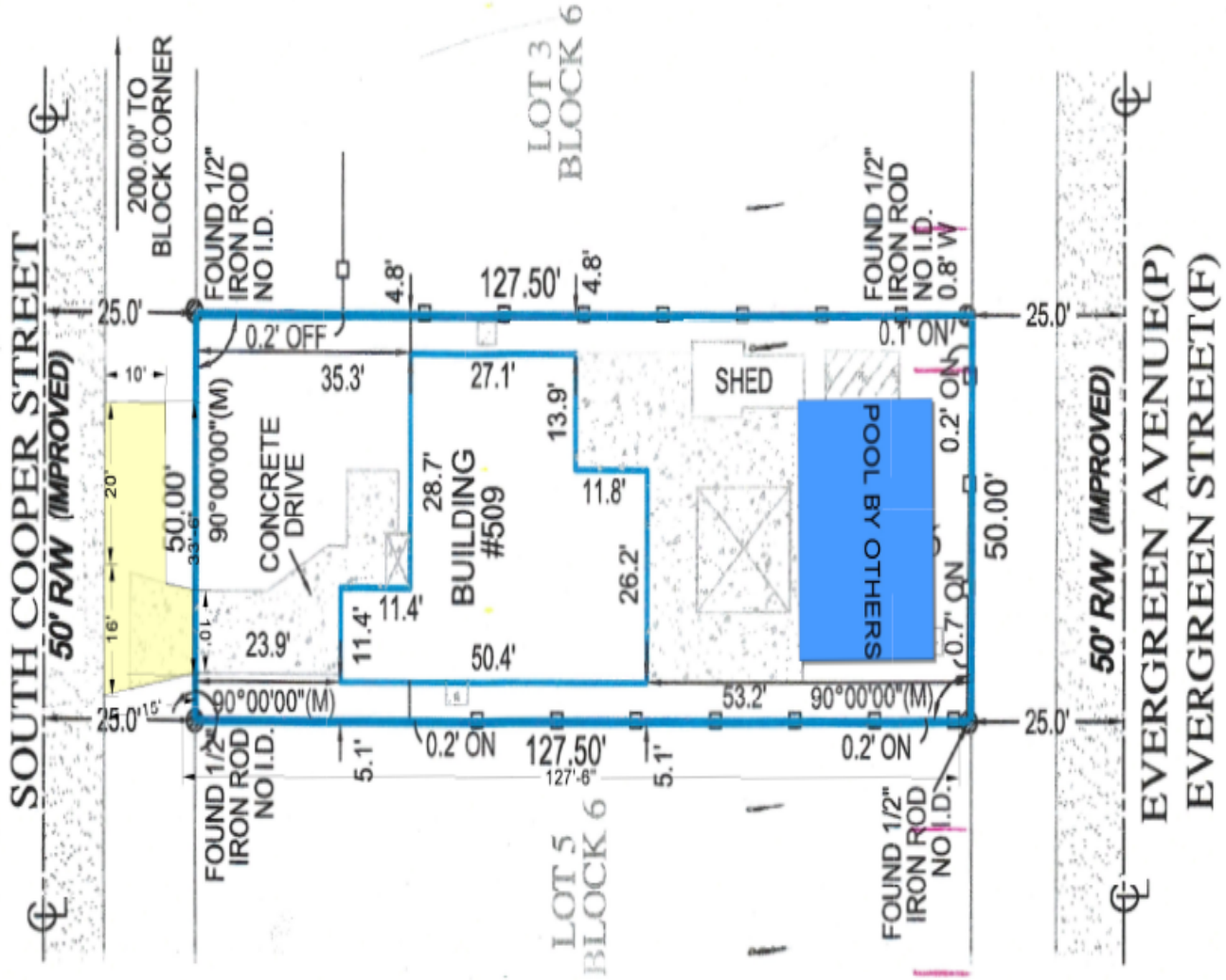
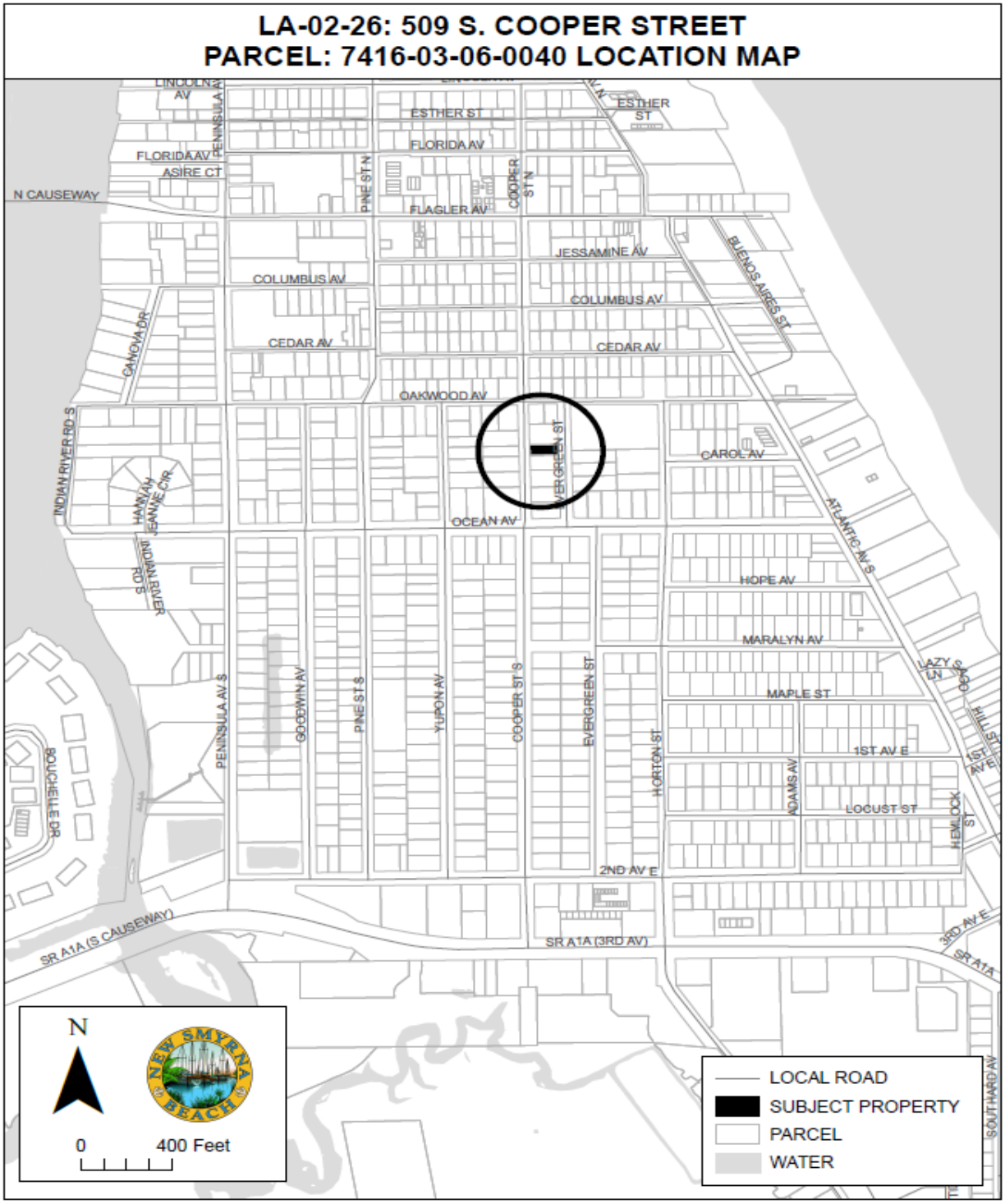


Exhibit "B" – Location Map



THE CITY OF NEW SMYRNA BEACH - PUBLIC WORKS

CONSIDER THE APPROVAL OF AN AMENDMENT TO THE JANITORIAL SERVICE CONTRACT.

April 14, 2026

Background:

In April of 2025 the City Commission approved a three-year contract for janitorial services thru-out the city.

This amendment is to add additional building and services to the contract moving forward. These additional items are budgeted.

120 Flagler: $148/month, additional $1,776 to contract
124 Industrial Park Ave: Increase from $175/month to $421/month, adding $2,952 to contract (increase in size to new modular building)
Coronado Civic Center: $1,204/month additional $14,448 to contract
Airport Tower: $950/month additional $11,400 to contract

This takes the total yearly contract from $165,144 to $195,720.

Fiscal Analysis:

These services will be budgeted within each independent departmental budget.

This item also seeks authorization for the Public Works Director or their designee to sign and approve additional services as needed for the city and within the budget.

Strategic Plan Item:

No

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

Attachments:

Ammendment Signed 3.26.pdf
JANI-KING NEW CHARGES 2026.xlsx
Quotes for additional services 2026.pdf
COI.pdf

CONTRACT AMENDMENT

RFP 02-25-MO: Janitorial Services

Dazser-Orl Corporation

WHEREAS, the City of New Smyrna Beach ("City") requested sealed proposals from qualified professional contractors to provide Janitorial Services for various City owned buildings within the City.

WHEREAS, the City awarded the contract to Dazser-Orl Corporation ("Contractor") as the most responsive and responsible proposer, in the amount of $165,144 per year; and

WHEREAS, the parties desire to add additional locations outlined in a change order in the amount of $30,576, amending the original contract amount to $195,720.

NOW, THEREFORE, THE CITY AND CONTRACTOR, AGREE AS FOLLOWS:

1. The City and Contractor, agree to all the terms and conditions as stated and contained in the Professional Services Contract, RFP 02-25-MO, including, any/all Attachments, Addenda, and the firm's proposal response submitted, each being incorporated by reference. The respective rights and obligations of the parties shall be determined in accordance with the City's RFP, the RFP Response of the firm, and Florida law.

2. The parties agree the following specific terms are amended as follows:

A. In accordance with Attachment A, Contractor shall provide additional janitorial services for the sum of $30,576.

B. Amending the original contract amount to $195,720.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: _____

Dazser-Orl Corporation

By: _____ / Regional Director
Name and Title

Date: March 30, 2026

Attest: _____
Sharon Taylor-Harding, City Clerk

APPROVED AS TO CORRECTNESS AND FORM:

By: _____ Date _____
Carrie Avallone, Esq, City Attorney

	monthly cost	previous amount monthly	yearly difference	
120 Flagler Avenue	$148	$0	$1,776	
124 Industrial Park Ave streets portable	$421	$175	$2,952	
Coronado Civic Center	$1,204	$0	$14,448	
Airport Tower	$950	$0	$11,400	
			$30,576	TOTAL



Cleaning Solution for
City of New Smyrna

Jani-King of Orlando
1801 Sandy Creek Lane, Suite 200
Orlando, FL 32826
(407) 275-2313

March 17, 2026

Summary

What if you never had to change cleaning companies again?

Most companies change cleaning services about every 18 months. That shows a high degree of dissatisfaction, not to mention time wasted getting proposals from other cleaning companies that over-promise and under-deliver. Sound familiar? Our proposal will show you how partnering with Jani-King will solve your cleaning problems and bring an end to this frustrating cycle once and for all.

Concerns of City of New Smyrna

Restrooms Dirty restrooms raise health risks, increase absenteeism, and make a poor impression on customers and visitors. Our franchisees use the most advanced chemicals, procedures, and equipment to eliminate odors and reduce the spread of germs.

Dusting Poor dusting makes your facility look dirty and lowers air quality. The use of color-coded microfiber products removes dust instead of spreading it around and prevents cross-contamination.

Communication Poor communication results in frustration and poor service. Our customer service team can be reached 24 hours a day. Our quality control program uses logbooks, email surveys, and on-site inspections to make sure you're completely satisfied with our service.

Safety and Insurance A single slip and fall claim can cost millions. All of our franchisees go through OSHA and bloodborne pathogen training. Plus, you are protected by a comprehensive insurance program.

The Bottom Line

Poor training and supervision are the real problems Inconsistent quality, dust build-up, dirty floors, and odors are often the result of poor training or supervision. In 1969, Jani-King developed a unique franchise system pairing a motivated Jani-King franchisee with a local regional support team and eliminated these problems.

Our experience makes a difference Since introducing our franchise model to the commercial cleaning industry, we've perfected the concept and become the largest and most respected franchised commercial cleaning company in the world. You will benefit from our national/international expertise and from the dedication of a local franchisee - the "best of both worlds."

The value of clean Proper cleaning, the way Jani-King cleans, impacts your bottom line in the following ways: lower absenteeism, lower "presenteeism," asset preservation, and enhanced image.

Our Recommendation

We recommend that City of New Smyrna choose Jani-King to provide all of its cleaning services. When you do, we'll implement a comprehensive, personalized cleaning program and provide bonded cleaners trained to do the work efficiently, consistently, and to your satisfaction.

Training & Supervision

The Problems

Poor training and supervision result in all or some of the following:

Inconsistent quality	Dirty floors and grout	Restroom odors
Dust build-up	Empty dispensers	Poor vacuuming

The Benefit of Proper Training & Supervision

A consistently clean facility Better supervision and training result in a consistently clean facility. This means less frustration for you, less of your valuable time spent chasing down the solutions to your problems, and more of what you want - a facility that reflects your organization's high standards.

The Jani-King Solution

Franchise concept The Jani-King franchise concept is built on the foundation of placing a highly motivated business owner in charge of cleaning your facility. Whether it's performing the work themselves, or closely supervising the work of their employees, our franchisees have a level of accountability unmatched in our industry. Pride of ownership can be seen in their work and attitude.

Quality Control Program Jani-King franchisees follow a quality control program that holds them accountable to you and to us.

- Training – classroom instruction, videos, manuals, and hands-on training
- Equipment – state of the art cleaning equipment and processes
- Inspection – conducted by both franchisees and Regional Office staff
- Communication – Communication Log, Email Surveys, and Inspection Reports

Systematic Cleaning Franchisees are trained to follow a carefully designed cleaning system so that all tasks are performed at the proper frequency and in the proper manner. They know what, when, and how to clean!

Accurate bidding We use proprietary software to determine the staffing levels needed to perform the cleaning tasks that will keep your building always looking its best.

Regional support Our Operations Advisors work closely with our franchisees, ensuring that franchisees have the best training, equipment, and supplies.

The Jani-King difference Instead of minimum-wage part-time cleaners managed by a low-paid supervisor, our franchisees are directly involved in the operation of their business. This distinction has resulted in Jani-King achieving longer customer retention than our competition.



Agreement

CUSTOMER NAME & ADDRESS	JANI-KING NAME & ADDRESS
City of New Smyrna – Parking Enforcement Building	DAZSER-ORL Corporation
Tammy Dickerson	Jani-King of Orlando
120 Flagler Avenue	1801 Sandy Creek Lane, Suite 200
New Smyrna Beach, FL 32169	Orlando, FL 32826

FREQUENCY / DESCRIPTION	CONTRACT AMOUNT	INITIAL
2 Services Per Week	$148.00 Per Month	

Start Date

This Agreement has been written in an informal style to make it easier to understand. In this Agreement, we refer to DAZSER-ORL Corporation d/b/a Jani-King of Orlando as "Jani-King", "we", or "us". We refer to **City of New Smyrna** as "you" or "Customer."

The term of this Agreement is one (1) year from the date our services begin (the "Start Date"). This Agreement will automatically renew on each anniversary date for an additional one (1) year period under the same terms and conditions unless we receive written notice of your intention to cancel our services at least 30 days before the anniversary date.

You acknowledge that it will take up to 30 days for cleanliness to reach standards if no Initial Clean is performed.

Our authorized franchisee will furnish all labor, equipment, cleaning supplies and supervision necessary to provide the cleaning services described in the attached Cleaning Schedule for the "Contract Amount" shown above. **Sales tax is your responsibility and will be added to the Contract Amount for you to pay.**

Consumables (trash can liners, paper towels, toilet paper, soap, etc.) are not included in the Contract Amount.

We both agree to make the attached Terms and Conditions and Cleaning Schedule a part of this Agreement.

CUSTOMER	JANI-KING
	John Anderson
Signature of Authorized Representative	Signature of Authorized Representative
	John Anderson
Print Name, Title	Print Name
	3/17/2026
Date	Date

Agreement

CUSTOMER NAME & ADDRESS	JANI-KING NAME & ADDRESS
City of New Smyrna – Coronado Civic Center	DAZSER-ORL Corporation
Tammy Dickerson	Jani-King of Orlando
210 Sams Avenue	1801 Sandy Creek Lane, Suite 200
New Smyrna Beach, FL 32168	Orlando, FL 32826

FREQUENCY / DESCRIPTION	CONTRACT AMOUNT	INITIAL
2 Services Per Week	$1,204.00 Per Month	

Start Date

This Agreement has been written in an informal style to make it easier to understand. In this Agreement, we refer to DAZSER-ORL Corporation d/b/a Jani-King of Orlando as "Jani-King", "we", or "us". We refer to **City of New Smyrna** as "you" or "Customer."

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Consumables (trash can liners, paper towels, toilet paper, soap, etc.) are not included in the Contract Amount.

We both agree to make the attached Terms and Conditions and Cleaning Schedule a part of this Agreement.

CUSTOMER	JANI-KING
	John Anderson
Signature of Authorized Representative	Signature of Authorized Representative
	John Anderson
Print Name, Title	Print Name
	3/17/2026
Date	Date

Agreement

CUSTOMER NAME & ADDRESS	JANI-KING NAME & ADDRESS
City of New Smyrna – Streets Portable	DAZSER-ORL Corporation
Tammy Dickerson	Jani-King of Orlando
124 Industrial Park Avenue	1801 Sandy Creek Lane, Suite 200
New Smyrna Beach, FL 32168	Orlando, FL 32826

FREQUENCY / DESCRIPTION	CONTRACT AMOUNT	INITIAL
3 Services Per Week	$421.00 Per Month	

Start Date

This Agreement has been written in an informal style to make it easier to understand. In this Agreement, we refer to DAZSER-ORL Corporation d/b/a Jani-King of Orlando as "Jani-King", "we", or "us". We refer to **City of New Smyrna** as "you" or "Customer."

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You acknowledge that it will take up to 30 days for cleanliness to reach standards if no Initial Clean is performed.

Our authorized franchisee will furnish all labor, equipment, cleaning supplies and supervision necessary to provide the cleaning services described in the attached Cleaning Schedule for the "Contract Amount" shown above. **Sales tax is your responsibility and will be added to the Contract Amount for you to pay.**

Consumables (trash can liners, paper towels, toilet paper, soap, etc.) are not included in the Contract Amount.

We both agree to make the attached Terms and Conditions and Cleaning Schedule a part of this Agreement.

CUSTOMER	JANI-KING
	John Anderson
Signature of Authorized Representative	Signature of Authorized Representative
	John Anderson
Print Name, Title	Print Name
	3/17/2026
Date	Date

Agreement

CUSTOMER NAME & ADDRESS	JANI-KING NAME & ADDRESS
City of New Smyrna – Airport Offices	DAZSER-ORL Corporation
Tammy Dickerson	Jani-King of Orlando
602 Skyline Drive	1801 Sandy Creek Lane, Suite 200
New Smyrna Beach, FL 32168	Orlando, FL 32826

FREQUENCY / DESCRIPTION	CONTRACT AMOUNT	INITIAL
3 Services Per Week	$950.00 Per Month **Not To Exceed**	

Start Date

This Agreement has been written in an informal style to make it easier to understand. In this Agreement, we refer to DAZSER-ORL Corporation d/b/a Jani-King of Orlando as "Jani-King", "we", or "us". We refer to **City of New Smyrna** as "you" or "Customer."

The term of this Agreement is one (1) year from the date our services begin (the "Start Date"). This Agreement will automatically renew on each anniversary date for an additional one (1) year period under the same terms and conditions unless we receive written notice of your intention to cancel our services at least 30 days before the anniversary date.

You acknowledge that it will take up to 30 days for cleanliness to reach standards if no Initial Clean is performed.

Our authorized franchisee will furnish all labor, equipment, cleaning supplies and supervision necessary to provide the cleaning services described in the attached Cleaning Schedule for the "Contract Amount" shown above. **Sales tax is your responsibility and will be added to the Contract Amount for you to pay.**

Consumables (trash can liners, paper towels, toilet paper, soap, etc.) are not included in the Contract Amount.

We both agree to make the attached Terms and Conditions and Cleaning Schedule a part of this Agreement.

CUSTOMER	JANI-KING
	John Anderson
Signature of Authorized Representative	Signature of Authorized Representative
	John Anderson
Print Name, Title	Print Name
	3/17/2026
Date	Date

Terms & Conditions

You have the right to terminate this Agreement for cause if performance is unsatisfactory. However, you agree that minor deficiencies in performance are not cause for termination of this Agreement. Before termination for cause is effective, you must give written notice stating in detail the nature of any defects in performance. Upon receipt of this notice, there is a 15-day period to cure the defects to your reasonable satisfaction (the "Cure Period"). If the defects are not cured during the Cure Period, you may terminate this agreement with written notice. If we do not receive written notice to the contrary during the Cure Period, all defects shall be deemed cured. You further agree that an Early Termination Fee equal to the charge for one month of service shall be due if you terminate this Agreement before the end of the contract term for any reason other than cause, not complying with the procedures outlined above, or if we terminate the Agreement for non-payment.

You agree to pay no later than the last day of each month (the "Due Date") for services and supplies rendered during the month. You also agree to pay any sales or use tax due on services and supplies. If payment is not received by the tenth (10th) of the following month, a finance charge equal to the maximum rate allowed by law will accrue from the Due Date. We may declare you in default of this Agreement and immediately suspend or terminate services if we fail to receive payment for services or supplies by the Due Date. If we terminate this Agreement, we are not waiving any other applicable provisions.

You agree that feedback about our performance is important for us to provide satisfactory service and you agree to respond to regular surveys and participate in periodic inspections.

You agree to pay any costs we incur to collect any sums due under this Agreement. If legal action becomes necessary (including administrative or appellate proceedings), the prevailing party is entitled to recover reasonable costs and attorneys' fees. The venue for any dispute shall be Orange County (FL), where our business office is located, and the law of that state will apply to the resolution of any dispute.

We and our franchisees are independent contractors and are not and will not be an employee or agent of yours during the term of this Agreement. We, our franchisees, and their employees are not within the protection or coverage of your Workers Compensation Insurance. No withholding of Social Security, Federal or State Income Tax or other deductions will be made from the sums paid to us because they are contract payments and not wages.

The people selected to perform our obligations will be Jani-King franchisees or subcontractors. We may assign or sublet the whole or any part of our interest or obligations under this Agreement to a franchisee, affiliate, or subsidiary.

Significant time and money have been invested to recruit and train our employees, subcontractors, and franchisees and their employees (the "Staff"). You agree to pay $5,000 per occurrence if you employ or contract with any of the Staff during the term of this Agreement or within 180 days after this Agreement ends without our written consent. This amount is liquidated damages, is not intended as a penalty, and is solely intended to compensate for damages caused by such action.

Services for New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, and Christmas are not included in the Contract Amount. There is no credit due if service falling on any of those days is not rescheduled by you in advance.

You agree that the Contract Amount may periodically be adjusted up or down, based on changes in the Consumer Price Index (6% max) and/or Minimum Wage laws, but never more than once a year.

Our rights and duties under this Agreement are personal and may not be assigned, transferred, waived, or otherwise affected in any way by any of our employees, representatives, or franchisees.

If any part of this Agreement is declared invalid, the remaining portion shall remain in force and effect as if this Agreement had been executed without the invalid portion.

You acknowledge that you have reviewed and have had the opportunity to discuss the terms of this Agreement and the attached Cleaning Schedule with our representative and agree that its terms reflect the entire agreement between us. Any changes or modifications to this Agreement must be in writing and signed by both parties.

Cleaning Schedule

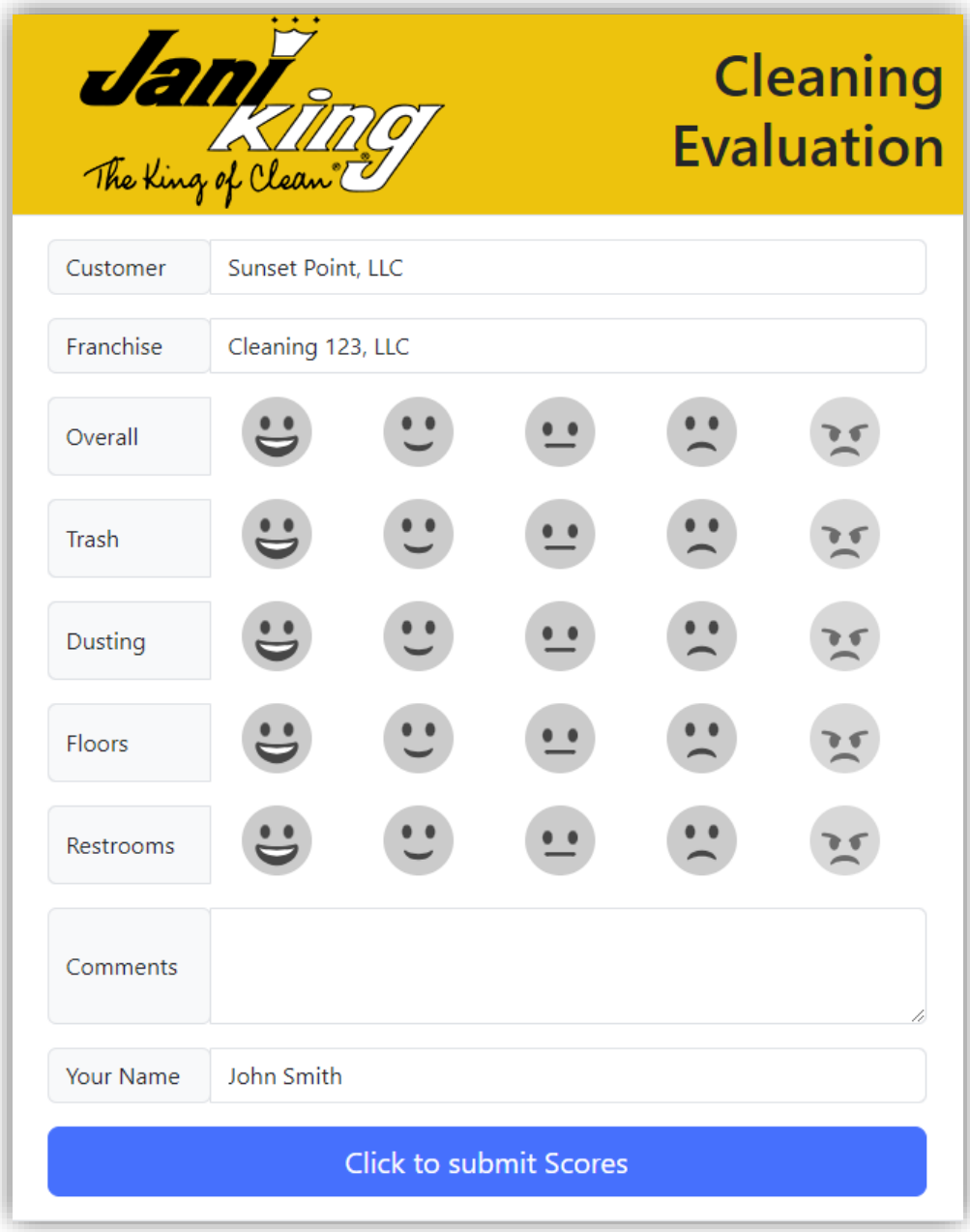
AREAS / TASKS City of New Smyrna	DLY	WK	MO	/YR
GENERAL OFFICES				
Trash containers: empty containers and replace liners as needed	X			
Horizontal furniture surfaces (reasonably clear of papers): dust	X			
Desktops: spot clean to remove bottle/cup rings	X			
Carpets: spot vacuum aisles (not responsible for removal of staples/paper clips)	X			
Small carpet stains (2" diameter max): spot clean	X			
Hard floors: dust mop or sweep	X			
Hard floors: spot mop to remove spills and stains	X			
Glass partitions and doors: spot clean to remove fingerprints/smudges	X			
Carpets: thoroughly vacuum (not responsible for removal of staples/paper clips)		X		
Hard floors: damp mop with neutral cleaner		X		
Wall-hung pictures: dust and straighten		X		
Baseboards and low vents: dust		X		
Wall surfaces around light switches: spot clean		X		
Ceiling vents and ledges that can be reached from the floor: dust			X	
Telephones: clean and disinfect			X	
Upholstered furniture: vacuum			X	
Blinds: dust			X	
RESTROOMS				
Toilets and urinals: clean with an EPA-registered disinfectant	X			
Sinks: clean with a non-abrasive cleaner and EPA-registered disinfectant	X			
Doorknobs/push plates: clean with an EPA-registered disinfectant	X			
Bright metal parts of fixtures: polish	X			
Mirrors: clean and polish	X			
Trash containers: empty containers and replace liners	X			
Hand towel, toilet paper, and soap dispensers: clean and replenish	X			
Walls: spot clean to remove soap splashes, fingerprints/smudges	X			
Partition tops: dust	X			
Partition walls: spot clean with an EPA-registered disinfectant	X			
Hard floors: sweep then mop with an EPA-registered disinfectant	X			
Tile walls and partitions: clean with an EPA-registered disinfectant		X		
Ceiling vents and ledges that can be reached from the floor: dust		X		
Hard floors: scrub with an EPA-registered disinfectant and rinse thoroughly			X	
Floor drains: add water and enzymes			X	

Cleaning Schedule

AREAS / TASKS City of New Smyrna	DLY	WK	MO	/YR
PUBLIC AREAS				
Trash containers: empty containers and replace liners as needed	X			
Horizontal furniture surfaces (reasonably clear of papers): dust	X			
Ledges and handrails: dust	X			
Carpets: spot vacuum aisles (not responsible for removal of staples/paper clips)	X			
Small carpet stains (2" diameter max): spot clean	X			
Hard floors: dust mop or sweep	X			
Hard floors: spot mop spills and stains	X			
Glass partitions and doors: spot clean to remove fingerprints/smudges	X			
Entryway metal and glass: spot clean to remove fingerprints/smudges	X			
Entrance mats: vacuum (carpet) or sweep (rubber/vinyl)	X			
Wall surfaces around light switches: spot clean	X			
Water fountains: clean with an EPA-registered disinfectant, then polish	X			
Carpets: thoroughly vacuum (not responsible for removal of staples/paper clips)		X		
Hard floors: damp mop with neutral cleaner		X		
Wall-hung pictures: dust and straighten		X		
Baseboards and low vents: dust		X		
Glass partitions and doors: thoroughly clean on both sides		X		
Entryway metal and glass: thoroughly clean		X		
Ceiling vents and ledges that can be reached from the floor: dust			X	
Upholstered furniture: vacuum			X	
Blinds: dust			X	
KITCHENS / BREAKROOMS				
Trash containers: empty containers and replace liners as needed	X			
Trash containers and adjacent wall surfaces: wipe with EPA-registered disinfectant	X			
Countertops and cabinets: wipe with EPA-registered disinfectant	X			
Sinks: wash with non-abrasive cleaner and EPA-registered disinfectant	X			
Bright metal parts of fixtures: polish	X			
Microwave ovens: clean inside and out	X			
Tables and chairs: wipe with EPA-registered disinfectant	X			
Hard floors: sweep and damp mop with neutral cleaner	X			
Exterior surface of refrigerator/appliances: wipe with EPA-registered disinfectant	X			
Wall surfaces around light switches: spot clean		X		

E-mail Surveys

Cleaning Evaluation / Comment Form



Dusting

The Problems

Poor appearance Poor dusting makes your building and workspace look dirty.

Poor air quality Poor dusting impacts indoor air quality. Dust, dander, pollen, and other airborne particulates eventually come to rest on surfaces throughout your facility. If these contaminants aren't removed properly, they'll be reintroduced into the air and can aggravate allergies and create other respiratory problems.

Dust build-up Traditional dusters don't remove the dust – they just spread it around.

Cross-contamination Using the same rag to dust your desk or phone that was used to wipe restroom surfaces is unsanitary and will spread germs throughout your building, causing higher absenteeism.

The Benefits of Proper Dusting

Higher productivity & lower absenteeism A healthier work environment results in higher employee productivity and lower absenteeism.

A positive image A clean building conveys an image of quality and professionalism.

The Jani-King Solution

Systematic Cleaning Jani-King franchisees are trained to follow a carefully designed system of cleaning so that all dusting tasks are performed at the proper frequency and in the proper manner. This systematic approach to handling dusting ensures the effective removal of these contaminants.

Using the right equipment (microfiber) Microfiber has proven to be 25% more effective at removing dust and other containments than traditional dusters, cotton rags, and dust mops. Rather than just moving the dust around, microfiber tools allow us to remove dust from your building more effectively, improving overall appearance and indoor air quality.

Blue	General purpose, glass, mirrors
Green	Kitchens, food prep areas
Yellow	Sinks and countertops
Red	Restrooms, toilets, urinals

Color-coded microfiber That white cotton rag being used to clean the phones looks just like the one that was used to clean the bathroom toilets. How do you know for sure it's not? A color-coded microfiber system takes away the guesswork and prevents cross-contamination.



Infection Control

The Problem

Serious health risks Viruses like COVID-19 are often airborne and passed from person to person. However, many viruses can remain active on a surface for several days. This puts the health and safety of you, your business, your employees, and their families at risk. According to the CDC, cleaning of dirty surfaces followed by disinfection with an EPA-registered disinfectant is the best way to prevent the spread of viruses like COVID-19.

The Benefits of Proper Infection Control

A safer workplace Proper disinfection of high-touch surfaces and equipment reduces the transmission of bacteria and viruses and creates a safer work environment.

Lower absenteeism Workdays lost due to a virus like COVID-19 are a substantial cost that can be reduced through proper infection control.

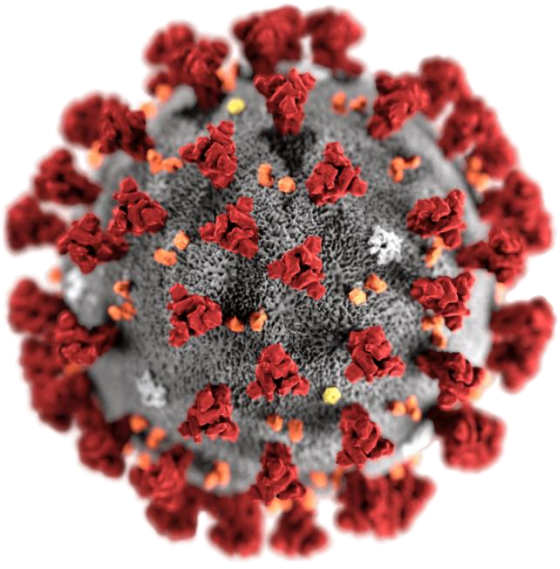
The Jani-King Solution

Follow CDC guidelines The CDC recommends that frequently touched surfaces be cleaned and disinfected daily using an EPA-registered disinfectant. We take into consideration the microorganisms being targeted, dwell/kill times, safety, and surface compatibility.

Eliminate cross-contamination We use tools such as reusable microfiber or single-use disposable mops, wipes, and pads. This prevents the transmission of bacteria and viruses from one surface to another.

Disinfect high touch areas Cleaning and disinfecting high-touch areas such as doorknobs, light switches, elevator buttons, faucets etc. protects your staff and customers, just like washing hands frequently. According to the CDC, disinfecting these surfaces is one of the best ways to prevent the spread of viruses like COVID-19.

Training Our franchisees are trained to follow a carefully designed cleaning and disinfecting process, so all tasks are performed at the right frequency, using the right chemicals, and in the right manner. Our training program has been recognized by the Association for the Healthcare Environment (AHE) as well as the Association for Professionals in Infection Control and Epidemiology (APIC) for technical soundness, as well as clinical and scientific accuracy.



Restrooms

The Problems

Health risks Poor restroom care raises health risks. The spread of germs and cross-contamination increases absenteeism and lowers employee morale and productivity.

Odors Restrooms reflect your company's standards, and few things can make a worse impression on customers and visitors than foul restroom odors.

Lost business Restroom cleanliness can impact your bottom line. Surveys show that 55% of consumers gave a more negative review of a business based on restroom cleanliness and 39% of consumers have left a place of business because the restroom smelled like urine.

The Benefits of Proper Restroom Care

Higher productivity & lower absenteeism A healthier work environment produces higher employee productivity and lower absenteeism.

A positive image Clean restrooms convey an image of quality and professionalism.

The Jani-King Solution

Cleaning for your health Our training program educates franchisees about advanced cleaning techniques, equipment, and chemicals.

Prevent urine odors Urine smells come from the walls and flooring around urinals and toilets. We clean the walls and partitions around the toilets and urinals, disinfect each restroom fixture, and mop the entire restroom floor. When we're done, your restroom will have a clean fresh smell.

Eliminate chemical smells Some cleaning companies use strong chemicals to mask odors rather than eliminating the source of the odors. The advanced cleaning products we use don't leave an over-powering odor, because once we're done cleaning, there's nothing to cover-up! Clean has no smell.

Disinfect high touchpoints We use an EPA registered disinfectant to wipe down countertops, doorknobs, faucets, sinks, toilets, and dispensers.

Clean floor grout Floor grout holds dirt, bacteria, and urine that create odors and cause health risks. In addition to regular sweeping and mopping, we also scrub the grout lines monthly to remove odor-causing urine and debris.

Maintain floor drains Floor drains are another overlooked source of odors. We add water and live enzymes to floor drains to prevent sewer gases from entering your building and to keep the drains clean and clear of organic matter.



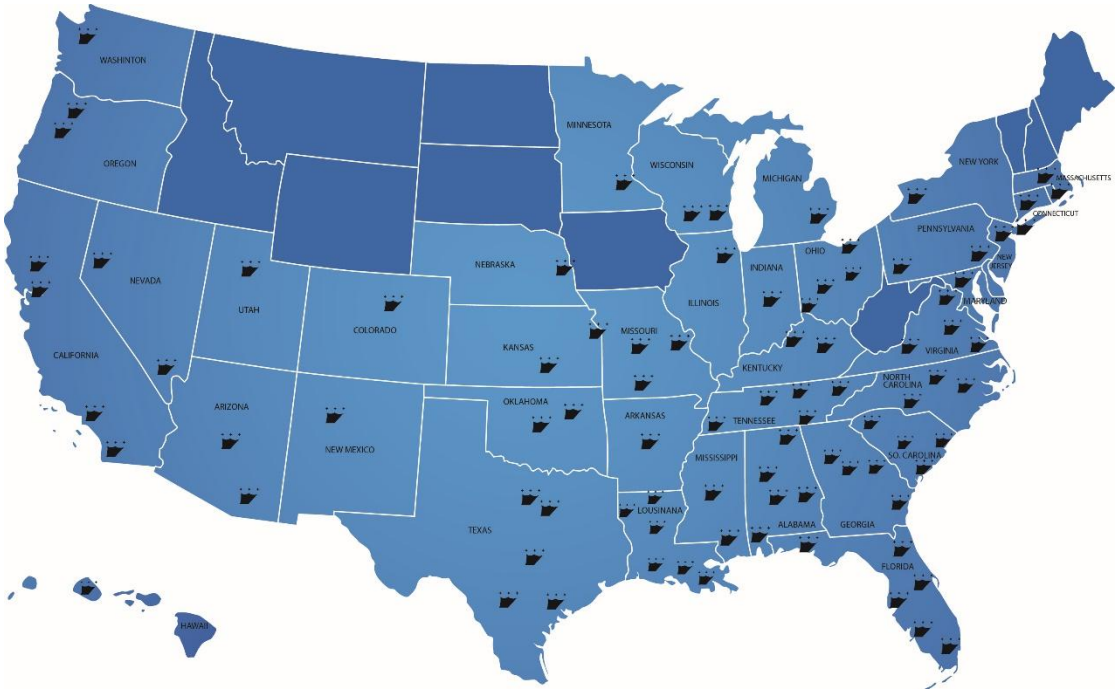
How We're Different

Experience

- Jani-King introduced its franchise concept to the commercial cleaning industry in 1969.
- With over 6,500 franchisees and 60,000 customers, Jani-King is the largest and most respected franchised commercial cleaning company in the world.

The Jani-King Franchise Concept

- We bring your organization the "best of both worlds." You benefit from Jani-King's national/international expertise paired with the pride and dedication of a local franchise owner.
- At Jani-King, we know that the quality of service you receive depends on the motivation of the custodian on the job site. That's why we operate through a network of authorized and trained franchisees – independent entrepreneurs whose success is directly tied to your satisfaction.
- A financial investment in a business of their own ensures that Jani-King franchisees have a genuine concern for a job well done.



Regional Office Support

- Help is always just a phone call away!
- Although our franchisees are motivated, flexible, and responsive to your needs, you may require additional support from time to time. A highly qualified staff of experts at our local Regional Office is available to support our franchisees whenever necessary.
- Regional personnel make certain that our franchisees have the training, equipment, insurance, and support necessary to provide you with consistent, quality janitorial services.

How We're Different

Professional Certifications

Our entire operations team is required to earn and maintain their RBSM certification (Registered Building Service Manager) through the Building Service Contractors Association International. As industry experts, they periodically inspect your facility and provide on-site training for the franchisee to keep your facility always looking its best, ensuring the cleaning specifications and your expectations are consistently met or exceeded.

Communication

We understand the importance of good communication. Jani-King utilizes proactive communication tools to implement a continuous Quality Control Program that ensures your satisfaction.

- **Daily Communication** If you need special attention in a particular area, just leave us a note in the Customer Communication Logbook we provide. This logbook is the first thing checked each night. Also, we'll report any maintenance or repair problem to you in this logbook.
- **Inspections** To make sure that all areas are being cleaned as specified in your Maintenance Agreement, we'll routinely inspect your facility.
- **Feedback** We contact you regularly, via phone or email/online surveys, to get feedback on our performance. No matter how small the concern, a Customer Service Representative from our local Regional Office will contact you and coordinate any corrective actions with the franchise owner.

Risk Management

Jani-King and our customers are protected by one of the most comprehensive insurance programs in the commercial cleaning industry.

Supporting our Community

Our caring and commitment goes beyond our customers and into the local community. We contribute 10% of our profits to charities and understand that giving back to where we live and work creates stronger communities. It's just another way in which Jani-King is taking the lead and making a difference.

Supporting our Veterans

Veterans are graduates of one of the best business schools in the world - the military. They've learned intangible skills even the best colleges and universities can't teach - leadership, teamwork, discipline, and a never-quit attitude. Jani-King recognizes the value of these intangibles, and we offer discounts to encourage veterans to join our team.

National Customers

We are the Industry Leader

Having achieved numerous successes and built relationships with many of the world's most trusted organizations over the last four decades, **Jani-King is considered a leading expert in the commercial cleaning industry**.

- *Entrepreneur* magazine has rated Jani-King the #1 Commercial Cleaning Franchise more than 20 times and ranked Jani-King as one of the Top-10 Best Performing Franchises of all-time!
- Jani-King has been recognized as an "Inc. 500" member 4 times.
- Because of our reputation, Jani-King attracts quality franchisees and has gained the trust of some of the world's most prestigious companies and organizations.

Some of Our Customers & Sponsorships

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/2/2025

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 Insurance Office of America 101 West Main Street, Suite 200 Lexington SC 29072	**CONTACT NAME:** Tara Miller **PHONE (A/C, No, Ext):** 803-978-1869 **FAX (A/C, No):** 803-957-4945 **E-MAIL ADDRESS:** Sally.Kleber@ioausa.com
INSURED DAZSCOR-01 DAZSER-ORL Corporation dba Jani-King of Orlando and Its Authorized Franchisees 2469 Sunset Point Road Clearwater FL 33765	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Pennsylvania Manufacturers' Association Insurance — 12262 **INSURER B :** FCCI Insurance Company — 10178 **INSURER C :** Travelers Property Casualty Company of America — 25674 **INSURER D :** Manufacturers Alliance Insurance Company — 36897 **INSURER E :** StarStone Specialty Insurance Company — 44776 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 176771055 **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:	Y	Y	302501 1475375D	8/1/2025	8/1/2026	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 $ 10,000 $ 1,000,000 $ 5,000,000 $ 5,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	CA10008644902	8/1/2025	8/1/2026	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	Y	Y	CUP0X685881	8/1/2025	8/1/2026	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
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	Y	202501 1475375D	8/1/2025	8/1/2026	[ ] 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	Commercial Umbrella			13507334/C	8/1/2025	8/1/2026	Limit	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Customer ID 5282

When required by Written Contract, it is agreed the following forms apply to Certificate Holder and other parties as required:

GENERAL LIABILITY:

A.M. Best Rating A+ XV

See Attached...

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach FL 32168
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: DAZSCOR-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Insurance Office of America	DAZSER-ORL Corporation dba Jani-King of Orlando and Its Authorized Franchisees 2469 Sunset Point Road Clearwater FL 33765
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Blanket Additional Insured Ongoing Operations by Contract PGL20151112

Blanket Additional Insured Completed Operations Contract PGL20171112

Blanket Waiver of Subrogation per policy form CG24041219

Blanket Primary and noncontributory per policy form CG20011219

Notice of Cancellation As Required by Written Contract – 30 days except 10 days for Nonpayment per policy form PIL02550912

BUSINESS AUTOMOBILE:

A.M. Best Rating A XI

Blanket Additional Insured and Primary and Non-contributory CAU082

Blanket Waiver of Subrogation per policy form CA04441013

WORKERS COMPENSATION:

A.M. Best Rating A+ XV

Blanket Waiver of Subrogation per policy form WC000313

UMBRELLA/EXCESS LIABILITY:

Travelers provides $10,000,000 Lead Umbrella Coverage. Follow Form EU00010716. A.M. Best Rating A++ XV

StarStone provides $5,000,000 Excess of Travelers' Lead. A.M. Best Rating A XIII
Scottsdale provides $5,000,000 Excess of Travelers and StarStone A.M. Best Rating A XV

Umbrella and Excess Coverage are excess of Underlying Liability of referenced General Liability, Business Automobile Liability and Employer's Liability policies.

POLLUTION LIABILITY

A.M. Best Rating A+ XV

Blanket Additional Insured per policy forms ECC3190712 and ECC406B0712

Blanket Waiver per policy form ECC3200712

Transportation Pollution Liability per form ECC4541016

City of New Smyrna Beach is included as additional insured with respects to general liability and auto liability when required by contract.

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THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

CONSIDER THE APPROVAL OF AN AGREEMENT AND SPECIAL EVENT APPLICATION BETWEEN THE CITY AND NEW SMYRNA BEACH BASEBALL LLC/THE PLAYERS LEAGUE TO HOST SUMMER BASEBALL GAMES AT THE SPORTS COMPLEX.

April 14, 2026

Background:

The Players League is a national organization that owns and operates collegiate summer wood bat baseball leagues across the country, focused on growing the game through high-level player development, family-friendly entertainment, and meaningful local economic impact. As part of this mission, they are launching the Orange State League in June 2026, which will include the debut of the New Smyrna Gnarlies, bringing top talent from around the country to compete in a high-level, engaging summer league. The Gnarlies will make their home at the New Smyrna Beach Sports Complex and aim to provide an exciting season of baseball for residents and visitors while celebrating the spirit and culture of New Smyrna Beach. The team also offers a unique sponsorship opportunity for local businesses to align their brand with community pride, youth development, and local sports excellence.

The Players League is proposing to sell concessions including alcohol during their games. Part of the approval for the approval for this rental would be a determination if this would be allowable. A special events application has been completed which is required per ordinance for events to serve alcohol. Guidelines for how to operate the concessions are included in the potential agreement including the requirement for an alcohol safety plan, off-duty officers to be at all games, a designated consumption zone, parameters for when serving of alcohol is permitted, and the requirement to obtain all requisite licenses and insurances to facilitate this.

Fiscal Analysis:

Revenue & Expenses estimates (all fees charged are per the current Sports Complex fee schedule)

Revenue

$375 per game x 20 games = $7,500

$275 per month in concessions

Expense

Staffing $18 hr x 80 hrs = $1440

Chalk $15 a bag x 20 = $300

Special event continuous permit required.

The Players League will also be responsible for booking off-duty officers for security at all home games.

Strategic Plan Item:
No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

Players League Special Event Application.pdf
Resolution No. 40-19 Establish Sports Complex Facility Rental Fees.pdf
The Players League Additional Information.pdf
New Smyrna Beach Baseball LLC - Facility Use Agreement 2026.pdf

City of New Smyrna Beach

Special Event Application Follow-Up Form

Name of Event: New Smyrna Beach Baseball LLC Games

Event Date: 6/1/26 - 8/10/26

Contact Information: James Boatwright 702-888-0014

Brief Event Description: College Summer Wood Bat Baseball games

Staff Reviewed:

Name	Department	Ext.	E-mail	Signature	Date
Rob Salazar	Leisure Services	2890	rsalazar@cityofnsb.com		3/24/26
Kevin Precourt	Public Works	2205	kprecourt@cityofnsb.com		3/17/26
Stephanie Doster	Planning & Dev.	2800	sdoster@cityofnsb.com	Robert Mateer	3-17-26
Don Wiech	Fire Department	7631	dwiech@cityofnsb.com		3-17-26
James Roberts	Fire Department	8125	jroberts@cityofnsb.com		3-17-26
William Helms	Police Department	2297	whelms@cityofnsb.com	Sgt. W. Helms	3/18/26
Barbara Bobelak	Code Enforcement	~~2800~~ 2871	bbobelak@cityofnsb.com	Barbara Bobelak	3/17/26
Lauren Gawel	Bldg. Department	2800	lgawel@cityofnsb.com		3/17/26
Steven Mendygral	Parking	2609	smendygral@cityofnsb.com		3/17/26

Conditions of Approval:

***Note: All Requirements and payments must be met 72 hours prior to the event or event will be cancelled**

FD- 2 PERSONNEL ASSIGNED FOR STAND-BY.

Planning - No glass Alcohol containers, State Alcohol license Required
Continuous Special Event permit

PD- Requiring 2 officers per game, need to request via ODM

Banner Request: Yes ☐ No ☑ **Entered into RecTrac** N/A **Agenda Item Complete** 3/25/26

Road Closures:

N/A

City Commission Approval Required? Yes ☑ No ☐ **Agenda Date** 4/14/26 **City Event?** Yes ☐ No ☑

Special Event Application

Form Submission ID: 26830821
Submission Date/Time: 03/11/2026 at 8:31 am
Form Status: New
Patron Email Address: jboatwright@theplayersleague.us
Name: James Boatwright

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

New Smyrna Beach Baseball LLC Games

Name of Producer and/or Promoter

New Smyrna Beach Baseball LLC

Type of Organization

For-Profit

Address

208 West Second Street

City

Siler City

State

NC

Zip Code

27344

Work Phone

(702)888-0014

Home Phone

(702)888-0014

Fax

(702)888-0014

Special Event Application

Website

orangestateleague.com

Billing Information:

Is the party responsible for billing the same as above?

No

If no, please provide the proper information below.

Name

TJ Bodford

Address

EVENT INFORMATION:

Date(s) Requested

June 1 - August 10th

Location of Event

New Smyrna Beach Sports Complex

Description of Event

College Summer Wood Bat Baseball games.

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?

Yes

Will fees be collected on-site before/during the event?

Yes

Event Date:

06/01/2026

Event Start Time:

07:00 pm

Special Event Application

Event End Time:

10:00 pm

Set Up Start Time:

05:30 pm

Setup End Time:

06:00 pm

Breakdown Start Time:

10:30 pm

Breakdown End Time:

11:00 pm

Alternative Date:

How will the general public be notified about a cancellation/ postponement of the event?

Social Media and Ticketing System

Anticipated number of attendees?

400

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):

53 Cities across the country.

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

Type of System:

Sound Start Time:

07:00 pm

Sound End Time:

10:00 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

K&K

Policy Number

Will Provide when I have the 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?

2

Type of vending (including number of each): Clothing, Food/Beverage, Jewelry, Other (describe)

Clothing & Concessions

Will there be food trucks at this event?

No

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)

That is hard to say at this point.

ALCOHOLIC BEVERAGES/LIQUOR LIABILITY:

Will alcoholic beverages be dispensed, provided, or served?

Yes

If yes, complete below.

Name of organization licensed to sell alcohol at the event:

We will apply for our own ABC permit.

Limit of liquor liability coverage, if required, will not be less than $500,000.

The organization hosting the event is:

For-Profit

PROMOTION: </B>

At what level will the event be promoted?

Local

What type of publicity will be used?

Newspaper,Radio,Television,Internet

Telephone number to be released for public information

(702)888-0014

Special Event Application

<b> SIGNS: </B>

Will you be using signs at your event?

Yes

How many signs and what dimensions?

Hard to say but probably 40ish on the outfield. 10ft long

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.

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?

3

The location of the Port-O-Lets must be included on the site plan.RECOMMENDATION: One toilet is recommended for every 300 people attending an event. If public toilets are not available at the event site, one ADA accessible toilet is required for the first 300 people, and a minimum of 5% of the restrooms must be ADA accessible. If there is a beer/ alcohol being served at the event, the recommended ratio for toilets per is 1:150 people. Existing park toilets count towards the toilet per anticipated attendee ratio. 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 provide 1 off duty police officer

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.

Contact Name & Phone Number (1):

James Boatwright (Until I introduce David to the GM)

Contact Name & Phone Number (2):

James Boatwright (Until I introduce David to the GM)

Upload Site Map

\Question Answers Only\724\OSL_Logo_Supporting_FullColor.png

Upload Documents

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:

Special Event Application

Alexander Allred

Date:

03/11/2026

RESOLUTION NO. 40-19

A RESOLUTION ESTABLISHING SPORTS COMPLEX FEES; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City operates sports complex facilities as part of its athletics, parks and recreation programming; and

WHEREAS, field rental fees, concession fees, lighting fees and general fund revenues offset the costs of operation, maintenance and development of the sports complex facilities; and

WHEREAS, the City wishes to establish daily, weekly and annual user fees for the sports complex facilities.

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

SECTION 1: ***Approval of Fee Schedule.*** That the proposed fees for the Sports Complex, as attached as Exhibit "A" and made a part hereof, are approved.

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 become effective on October 1, 2019.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 8/2/2019

Exhibit "A"

SPORTS COMPLEX FEE SCHEDULE

Sales Tax Rate shall be applied to all below prices.

Facility	Current Fees	Proposed Fee	Multiple Booking 10+ days
Football Stadium	$312.50 per hour	$250 per hour	$200 per hour
Baseball Stadium	$48.00 per hour	$40 per hour	$35 per hour
Soccer Fields	$32.00 per hour	$35 per hour	$30 per hour
Softball Fields	$21.50 per hour	$25 per hour	$20 per hour
Little League Fields	$21.50 per hour	$25 per hour	$20 per hour
Multi-Purpose A/B/C	$21.50 per hour	$25 per hour	$20 per hour

Field Linings	Current Fees	Proposed Fee	Multiple Booking 10+ days
Football	$200 per lining	$300 per lining	
Soccer/Flag/Lacrosse	$125 per lining	$225 per lining	
Baseball/Softball	$20 per lining	$25 per lining	

Affiliate Fees (SEV Baseball/Softball, Pop Warner, SVSC Soccer)	Current Fees	Proposed Fee
Resident	$10 / player	$10 / player
Non-Resident	$15 / player	$15 / player

Concessions	Current Fees	Proposed Fee
Concessions / Vendor		
Daily	$100 / Day	$150 / Day
Monthly	$225 / Month	$275 / month
6 Months	$1,200 / 6 month	$1,600 / 6 month
Annually	$2,400 / year	$3,000 / year
Use of Concession Stand		
Daily	$25 / Day	$25 / Day
Monthly	$75 / Month	$125 / Month
6 Months	$350 / 6 Months	$450 / 6 Months
Annually	$700 / year	$750 / year
Use of Electriciity		
Daily	$25 / Day	$25 / Day
Monthly	$50 / Month	$100 / Month
6 Months	$200 / 6 Months	$400 / 6 Months
Annually	$400 / year	$700 / year
Concession/Parking/Gate (Affiliates, Schools)		
Daily	$100 / day	$150 / day
Annually	$1,000.00 / year	$2,500 / year

Miscellaneous Fees	Current Fees	Proposed Fee
Lights	$30.00 per hour	$30.00 per hour
Portable Home Run Fence for Softball Fields	-	$40 per field
Staffing	-	$400 for HS football Game
Staffing	-	$25/hour beyond 8 hours.

The Within and Foregoing Resolution No. 40-19 as introduced and read before the City Commission of the City of New Smyrna Beach, Florida, at its Special Meeting held at City Hall in said City on August 13, 2019. Motion was made by Commissioner Kolody, and seconded by Commissioner Sachs, that said Resolution be adopted.

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

MAYOR RUSSELL OWEN	Yes
VICE MAYOR RANDY HARTMAN	Yes
COMMISSIONER JASON MCGUIRK	Yes
COMMISSIONER MICHAEL KOLODY	Yes
COMMISSIONER JACOB D. SACHS	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. 40-19

The Players League Additional Information

1. Vision and Player Treatment

Our mission is to create a high-quality summer baseball environment that treats players professionally while maintaining NCAA eligibility.

Unlike many traditional collegiate summer leagues that operate very informally, The Players League focus on structured standards for operations, housing, and player experience.

Three concrete differences parents typically notice are:

- ### Structured Player Support
  Teams provide organized host family housing, coordinated transportation where needed, and structured communication with players and families.
- ### Professional Game Environment
  Players compete in a well-run environment with quality facilities, live streaming, consistent scheduling, and strong attendance. Our goal is to create an atmosphere that helps players perform their best.
- ### Development & Exposure
  The Players League provide video streaming, statistical tracking, and social media promotion through our media subsidiary, Foul Pole Sports, which helps increase visibility for players with college coaches and professional scouts.

  To maintain NCAA eligibility, players are not paid salaries. This is standard across collegiate summer baseball nationwide. However, players receive benefits such as:

  - Host family housing
  - Meals and community support from host families
  - High-level competition
  - Exposure through streaming and media coverage

The Players League maintains written standards for housing, safety, and player conduct, and we would be happy to provide those documents to the City if requested.

2. Pathway to College / Professional Baseball

Collegiate summer baseball primarily serves as a development opportunity for college players, not a guaranteed professional pathway.

Across the leagues that our organization owns or manages, dozens of players have signed professional contracts or been drafted in recent years, as is common across the collegiate summer baseball ecosystem. However, The Players League is careful not to make unrealistic claims.

The Players League does not advertise our leagues as a direct pipeline to Major League Baseball.

The realistic expectation for players is:

- Continued development against strong competition
- Exposure through game performance, streaming, and statistics
- An opportunity to improve their standing with their college programs

For most players, the benefit is development and playing time, while a small percentage may eventually move on to professional baseball through the normal MLB draft process.

3. Business Model, Revenue, and City Risk

The Players League is a for-profit organization, and most teams that operate in our leagues are also locally owned for-profit entities.

Our primary revenue sources typically include:

- Ticket sales
- Local sponsorships
- Concessions
- Camps and youth clinics
- League membership fees
- Media and streaming revenue

Importantly, the City's financial exposure is minimal because our agreements are structured so that:

- The team pays rent or facility fees
- The team assumes responsibility for its operational costs
- The City does not guarantee revenue or operating expenses

If a specific market underperforms financially, that risk is borne by team ownership and the league, not the City.

Across our leagues, teams have successfully completed their seasons. In the rare instance that operational challenges arise in any market, The Players League organization can step in operationally through our TPL Management Services division to ensure the season continues and commitments to host facilities are honored.

We are also very open to including contract protections for the City, such as:

- Performance benchmarks
- Insurance requirements
- Payment schedules

- Short-term initial agreements

4. Community Benefit and Local Engagement

One of the reasons cities partner with collegiate summer baseball teams is the community engagement and family-friendly entertainment they provide.

Typical community benefits include:

- Youth baseball clinics and camps
- Free or discounted tickets for local youth organizations
- Internships for local college students
- Part-time local hiring for game day operations
- Community nights and school partnerships

The Players League would absolutely be willing to include community engagement commitments in the agreement, such as youth clinics or community events each season.

Additionally, all marketing materials clearly describe our teams as collegiate summer baseball teams, and The Players League is happy to put that language in writing to ensure there is no confusion with MLB-affiliated minor league teams.

5. Facility Use and Operational Standards

A typical season runs from late May through early August.

A standard schedule includes approximately:

- 20 home games
- A few preseason practices
- Youth camps or clinics during the summer

Most events occur in the evening hours, which helps minimize conflict with other field users.

Facility responsibilities can be customized based on the City's preferences, but typically:

- The City handles standard field maintenance
- The team handles game-day operations and cleanup
- The team carries insurance and assumes responsibility for any damage caused by its use

If the City receives complaints related to noise, parking, or scheduling, our team works directly with the City to resolve them promptly. The Players League aims to be a cooperative tenant and long-term community partner.

6. Accountability and Performance Benchmarks

The Players League is very open to structuring agreements that include performance metrics and accountability measures, such as:

- On-time facility payments
- Minimum number of home games played
- Community engagement commitments
- Good standing with the City

Comfortable with short initial agreements (1–2 seasons) with renewal options based on mutual satisfaction.

For day-to-day operations, there would always be a local General Manager responsible for the team, with oversight from our league operations staff.

The General Manager would be the primary local contact for any immediate issues during games or events, with league leadership available as backup if needed.

City of New Smyrna Beach

SHORT TERM FACILITY USE AGREEMENT

This AGREEMENT made this _____ day of **March, 2026,** by and between the CITY OF NEW SMYRNA BEACH, a Florida municipal corporation, located at 210 Sams Avenue, New Smyrna Beach, FL 32168 (hereinafter referred to as the "Licensor") and **New Smyrna Beach Baseball LLC** (hereinafter referred to as the "Licensee"), Licensor and Licensee mutually agree and promise each to the other as follows.

PREMISES RENTED: New Smyrna Beach Sports Complex, located at 1800 Turnbull Bay Rd. New Smyrna beach, Fl 32168, and more particularly described in Attachment "A."

The total rental cost is calculated on the License Agreement Addendum attached to this Agreement and incorporated herein as Attachment "B."

TERM: The term of this license shall commence on **June 1, 2026** and end on **August 31, 2026** and are valid per dates in Attachment B. All rentals shall occur between the hours of 8:00 am – 11:00 pm.

DEPOSIT: For the New Smyrna Beach Sports Complex Rental, Licensee shall pay to the Licensor a deposit in the amount of **$1,500.00** for multiple bookings or **$500** for a single booking at the time of execution of this Agreement.

FEE: Licensee will pay the Licensor the Rental Fee established in the License Agreement Addendum no later than 24 hours prior to scheduled event. Additional charges may be incurred depending on changes or amendments made to the initially requested services.

CANCELLATIONS: If Licensee wishes to cancel or modify a reservation, Licensee must notify, in writing, the New Smyrna Beach Sports Complex Manager of the cancellation or modification. Only the individual that executes this Agreement may request a cancellation.

A. Cancellations made thirty (30) days prior to the event date shall receive 100% of any payments.
B. Any cancellations made less than thirty (30) days prior to the event date shall not be granted a refund. Licensee shall remain responsible for any unpaid balances.

CONCESSIONS/SALES: Licensor shall retain the right to sell/serve all foods, and beverages, on the Licensed Premises. Licensor may grant certain sales rights to Licensee, any such rights granted shall be in writing and stated in License Agreement Addendum. The concession sales or services are subject to regulations promulgated by Licensor in accordance with the License Agreement Addendum.

ASSIGNMENTS: Licensee shall not assign or sublet to others any rights covered by this Agreement without the express written permission of Licensor.

DEFAULT: Licensee is deemed in default of the Agreement if:
A. Licensee fails to pay any amounts due under this license;
B. Licensee breaches any provision in this Agreement;
C. Licensee violates any applicable laws or ordinances during its use of the Licensed Premises; or
D. Licensee should dissolve or go bankrupt.

Upon default of Licensee, Licensor may:

A. Terminate this Agreement. Licensor shall provide Licensee written notice of termination. If Licensor terminates this Agreement prior to the scheduled use of the Licensed Premises, Licensor shall refund Licensee in accordance with the cancellation schedule above.
B. Pursue any other remedies available to Licensor either at law or in equity.

TERMINATION: Licensor may terminate this Agreement if Licensee's use of the Licensed Premises conflicts with Federal, State, or local laws or if Licensee is in default of the Agreement. Licensor shall provide Licensee written notice of termination. If Licensor terminates this Agreement prior to the scheduled use of the Licensed Premises, Licensor shall refund Licensee in accordance with the cancellation schedule above. All notices required or permitted under this Agreement shall be sent by certified mail to the addresses listed in the Notice Section.

TAXES: Licensee shall be responsible for filing Federal, State, and local tax returns and payment of all taxes. Licensor shall not withhold sales tax for ticket sales, or other taxable items.

DISCRIMINATION: No person, group, or association shall be excluded from use of the facility because of race, religion, color creed, handicap, sex, sexual orientation, or national origin.

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 Licensee 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 Licensee enters into a contract with a subcontractor, the subcontractor must provide an affidavit to the Licensee that states that the subcontractor does not employ any unauthorized alien in Florida or the United States. The Licensee 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. Licensee shall, upon request, provide evidence of compliance with this provision to Licensor. Failure to comply with this provision is a material breach of an Agreement, and the Licensor may choose to terminate the Agreement at its sole discretion.

FLORIDA PUBLIC RECORDS ACT

IT IS THE LICENSEE'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.

GOVERNING LAW/JURISDICTION: The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. In the event that a suit is brought for the enforcement of any term of the contract(s), venue of any court action shall be in Volusia County, Florida.

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 Licensee hereby represents, warrants, and certifies that

Licensee does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Licensee has provided a complete Human Trafficking Affidavit provided as Attachment C .

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

INDEMNITY: Licensee covenants and agrees to indemnify and save harmless Licensor, its employees, officials, and agents, and defend them from all costs, expenses, damages, attorney's fees, injury or loss, to which the Licensor 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 Licensor, his employees, his agents or assigns.

LIQUOR LIABILITY:

If Licensee will be supplying alcoholic beverages, the general liability insurance shall include host liquor liability coverage with coverages no less than $1,000,000 per occurrence and $2,000,000 aggregate. If Licensee is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. If Licensee intends to sell alcohol either the Licensee or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol. Licensee to list the City of New Smyrna Beach as additional insured on their Certificate of Insurance for General Liability which includes Host Liquor.

CITY LOGO: Licensor owns all rights to the New Smyrna Beach logo and reserves exclusive rights to its use. This Agreement does not convey any license to Licensee to use the Licensor's city logo. Any use of the City logo shall be deemed a material breach of this Agreement.

ADVERTISEMENT: Licensor and Licensee agree they may each conduct their own independent advertisement of Licensee's baseball league. Licensor shall be entitled to use Licensee's name and logo on Licensor's media platforms in order to promote Licensee's baseball league. Licensor shall retain the right to publish Licensee's logo, likeness and images after termination of this Agreement.

FORCE MAJEURE: If the Licensed Premises is destroyed or damaged by fire or any other natural cause, or an unforeseen occurrence renders the fulfillment of this Agreement by the Licensor impossible, then this Agreement shall be terminated. If this occurs prior to the event, Licensor shall refund all monies to Licensee with the exception of the nonrefundable deposit. If this occurs mid event, Licensor shall refund monies for charges for support personnel and services, additional utility charges which had not accrued as of the time of termination. Licensor shall not refund any monies if impossibility of performance is due to the act or omissions of Licensee, its agents, employees, members, licensees, or invitees. Licensee hereby waives any claim for damages or compensation from the Licensor on account of such termination.

INSURANCE: Licensee, at its sole cost and expense, shall cause to be maintained during the term of this Agreement, Comprehensive General Liability Insurance with limits not less than $1,000,000 each occurrence, combined single limit for bodily injury and property damage with any deductible not to exceed $500.00 each occurrence. Said policies shall provide protection and indemnify the Licensor during the term of the License. Licensee shall name Licensor as an additional insured on the certificate on insurance. Licensee shall provide Licensor proof of such insurance from a licensed insurance company no less than (30) thirty days prior to the commencement of this Agreement.

MODIFICATIONS: This Agreement may not be modified except by written consent of the parties hereto.

LICENSEE:	New Smyrna Beach Baseball LLC		
Print Name:	_____	**LICENSOR:**	New Smyrna Sports Complex
Title:	_____	**Print Name:**	David Burgoon
Signature:	_____	**Title:**	Sport Complex Manager
Date:	_____	**Signature:**	_____
Contact #:	_____	**Date:**	_____
Email:	_____		

Attachment A
Location of Licensed Premises



City of New Smyrna Beach
Facility Use Agreement
Attachment B

New Smyrna Beach Baseball LLC (Licensee)

The following 2026 dates are reserved:

- June TBD, 2026
- July TBD, 2026

Pricing:

- Baseball Stadium: $35/hour
- Lining: $25/field
- Lights: $30/hour per field
- Staffing: $25/hour per staff
- Concessions: $275 Monthly

Alcohol Sales:

- All sales must end at least 2 innings before the game concludes.
- All alcoholic beverages must stay within the fenced area of the field.
- The Players League (Licensee) is responsible for obtaining all required licenses and permits in order to facilitate the sale of alcohol on premise.
- An NSB off-duty police officer must be present at each game and should arrive 30 minutes before the game begins. This expense is to be covered by The Players League (Licensee).
- The Players League (Licensee) must submit an alcohol safety plan to the city illustrating their controls and processes for the sale of alcohol.

LICENSEE: _____
Print Name: _____
Title: _____
Signature: _____
Date: _____

LICENSOR: New Smyrna Sports Complex
Print Name: David Burgoon
Title: Sport Complex Manager
Signature: _____
Date: _____

City of New Smyrna Beach
Sports Complex Ball Field Rules and Regulations

Permitted User/Group:

The following is a list of rules and regulations that the permitted organization or individual must adhere to.

Please have all coaches, participants, managers, and spectators observe the following rules:

1. All activities may not begin before 8:00 am.
2. All activities must end by 11:00 pm.
3. When activities are held the previous evening, games may be subject to a later start time.
4. Keep players off the infield during warm-ups.
5. Hitting into the fences is not allowed.
6. If fields are unplayable due to inclement weather, do not attempt to remove water from the fields.
7. No smoking in the stands, in the dugouts, on the field, or near concession/restroom areas. Keep smoking to the designated areas only.
8. All garbage must be picked up at the end of each permitted use to include all dugouts & team areas.
9. **Pets are not allowed inside the fenced area**.
10. No gas or electric powered vehicles are permitted on the field.
11. Participants, Parents, Coaches and Spectators who are attending your permitted time must show respect at all times and refrain from: from using abusive or foul language, causing bodily harm to self, other participants and damaging equipment, supplies and facilities

By signing below I agree that I have read and understand the information provided to me regarding the fees, rules, and required documents for holding a tournament with the City of New Smyrna Beach Sports Complex.

X_____
Print name – Organization representative

X_____
Signature – Organization representative, date

Attachment C

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 forgoing 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: _____

THE CITY OF NEW SMYRNA BEACH - HUMAN RESOURCES

CONSIDER THE APPROVAL OF A SECOND CONTRACT AMENDMENT TO EVERGREEN SOLUTIONS, LLC

April 14, 2026

Background:

As a result of RFP 08-25-HR, on April 8, 2025, the City awarded a contract to Evergreen Solutions, LLC, in the amount of $35,500 to perform a Classification and Compensation study. On October 14, 2025, the Commission approved an amendment expanding the scope of services to include the design of a merit-based pay system, development of evaluation tools, and training and implementation support.

The amendment also added Evergreen's Job Performance Tracker Tool (JPT), an automated performance evaluation system, at $9,500 per year, with an initial term of three (3) years and two (2) optional one-year renewals.

To support implementation of the JPT and ensure staff are adequately trained, City staff requests Commission approval of a second contract amendment to Evergreen Solutions, LLC, in an amount not to exceed $8,000, to provide additional training services associated with the system. The Consultant shall provide additional training services associated with implementation of the Job Performance Track Tool (JPT) for a not-to-exceed amount of $8,000. Such services shall include in-person training for supervisors to strengthen understanding of performance-related competencies and effective employee development practices. The supervisor training shall occur no later than the fourth quarter of the fiscal year. In addition, the Consultant shall provide employee-level technical training on use of the JPT system to all City employees.

Findings:

To maintain continuity and ensure timely progress, City staff is requesting that the Commission consider the approval of a second contract amendment to Evergreen Solutions, LLC.

Fiscal Analysis:

If approved, expenditures will increase by an amount not to exceed $8,000 for additional training services related to implementation of the Job Performance Tracker Tool (JPT), making the total paid to Evergreen Solutions, LLC $90,500.00.

Strategic Plan Item:
No

Staff Report Created By: Heather Kidd - Director of Human Resources

Attachments:

NSB Original Contract w Evergreen.pdf
EGS Letter Proposal.pdf
Second Contract Amendment signed.pdf

PROFESSIONAL SERVICES AGREEMENT
CONSULTING SERVICES FOR COMPENSATION AND BENEFITS STUDY

THIS AGREEMENT is made and entered into this 8th day of April 2025, by and between **Evergreen Solutions, LLC** duly authorized to conduct business in the State of Florida and whose address is 2528 Barrington Circle, Unit #201, Tallahassee, FL 32308 hereinafter, called "CONSULTANT," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the **RFP 08-25-HR, Compensation and Benefits Study, FOR THE CITY OF NEW SMYRNA BEACH** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between the CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be until the CITY accepts the successful completion of the study.

SECTION 3. DESCRIPTION OF SERVICES. The CONSULTANT agrees to perform the services outlined in the advertised solicitation document titled RFP 08-25-HR, Benefit Insurance Agent of Record, 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 as $35,500. 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 CONSULTANT:

A. City Advertised Bid
B. Addendums
C. Award Bid Proposal
D. Presentation of Services

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:

Sharon Taylor-Harding, Interim City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

For Consultant:

Jeffrey Ling, President
(Name, Title)

Evergreen Solutions, LLC
(Company)

2528 Barrington Cir, Unit 201
(Address)

Tallahassee, FL 32308
(City, State, Zip)

850-383-0111
(Phone)

SECTION 9. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by both parties hereto of equal dignity herewith.

SECTION 10. SEVERABILITY. If during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 11. WAIVER OF JURY TRIAL. The CITY and CONSULTANT have specifically waived the right to a jury trial concerning any disputes which may arise concerning this agreement.

SECTION 12. EFFECT OF FAILURE TO INSIST ON STRICT COMPLIANCE WITH CONDITIONS. The failure of either party to insist on strict performance of any covenant or condition of this contract, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This contract cannot be changed or terminated orally.

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

ATTEST	EVERGREEN SOLUTIONS, LLC
Authorized Signature	*Authorized Signature*
Brooke Cagliano, Marketing Coordinator	Jeffrey Ling, President
Print Name and Title	*Print Name and Title*
Address: 2528 Barrington Cir, Unit 201 Tallahassee, Fl 32308	Address: 2528 Barrington Cir. Unit 201 Tallahassee, FL 32308
Date 3/31/25	*Date* 3/31/2025

ATTEST	**CITY OF NEW SMYRNA BEACH**
Sharon Taylor-Harding	
Sharon Taylor-Harding, City Clerk 210 Sam's Avenue New Smyrna Beach, Florida 32168	Fred E. Cleveland, Mayor
Date: April 9, 2025	Date: April 9, 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

Dated: 4/10/2025

Evergreen Solutions, LLC
2528 Barrington Circle • Unit #201 • Tallahassee, Florida 32308
850.383.0111 • fax 850.383.1511

March 9, 2026

Heather Kidd
HR Director
City of New Smyrna Beach

SUBMITTED VIA EMAIL: HKidd@cityofnsb.com

Dear Ms. Kidd:

We appreciate the opportunity to submit a letter proposal to the City of New Smyrna Beach to provide the following consulting work:

- 2 hours - Competency Training - $5,000
- 1.5 hours - Technology Training - $3,000

We would love the opportunity to continue to work with the City of New Smynra Beach. If you have any questions or need any additional information, please feel free to contact me at (850) 383-0111 or via email at jeff@consultevergreen.com.

Sincerely,

Jeffrey Ling, PhD
President
Evergreen Solutions, LL

Second Amendment to Professional Services Agreement

Consulting Services for Compensation and Benefits Study

Evergreen Solutions, LLC

WHEREAS, the City of New Smyrna Beach ("City") requested sealed proposals from qualified professional contractors to provide Consulting Services for a Compensation and Benefits Study.

WHEREAS, the City awarded the contract to Evergreen Solutions, LLC., ("Consultant") as the most responsive and responsible proposer, in the amount of $35,000; and

WHEREAS, on October 7. 2025, the original contract was amended adding $9,500 annually for a three-year term with possible two additional one-year extensions. Amending the original contract amount to $82,500.00.

WHEREAS, the parties mutually agree to further amend the contract to include additional training services related to the implementation of the Job Performance Track Tool (JPT) in the amount of $8,000. Amending the original contract amount to $90,500.

NOW, THEREFORE, THE CITY AND CONTRACTOR, AGREE AS FOLLOWS:

1. The City and Contractor, agree to all the terms and conditions as stated and contained in the Professional Services Contract, RFP 08-25-HR, including, any/all Attachments, Addenda, and the firm's proposal response submitted, each being incorporated by reference. The respective rights and obligations of the parties shall be determined in accordance with the City's RFP, the RFP Response of the firm, and Florida law.

2. The parties agree the following specific terms are amended as follows:

A. Pursuant to Attachment A, the Consultant shall provide additional training services associated with implementation of the Job Performance Track Tool (JPT) for a not-to-exceed amount of $8,000. Such services shall include in-person training for supervisors to strengthen understanding of performance-related competencies and effective employee development practices. The supervisor training shall occur no later than the fourth quarter of the fiscal year. In addition, the Consultant shall provide employee-level technical training on use of the JPT system to all City employees.

B. Amending the original contract amount to $90,500.00.

[SIGNATURE PAGE TO FOLLOW}

Second Amendment to Professional Services Agreement

Consulting Services for Compensation and Benefits Study

Evergreen Solutions, LLC

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: _____

Evergreen Solutions, LLC.

By: _____
Jeffrey Ling, President

Date: 4/7/2026

Attest: _____
Sharon Taylor-Harding, City Clerk

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

_____
Carrie Avallone, Esq, City Attorney

Date: _____

Evergreen Solutions, LLC
2528 Barrington Circle • Unit #201 • Tallahassee, Florida 32308
850.383.0111 • fax 850.383.1511

March 9, 2026

Heather Kidd
HR Director
City of New Smyrna Beach

SUBMITTED VIA EMAIL: HKidd@cityofnsb.com

Dear Ms. Kidd:

We appreciate the opportunity to submit a letter proposal to the City of New Smyrna Beach to provide the following consulting work:

- 2 hours - Competency Training - $5,000
- 1.5 hours - Technology Training - $3,000

We would love the opportunity to continue to work with the City of New Smyrna Beach. If you have any questions or need any additional information, please feel free to contact me at (850) 383-0111 or via email at jeff@consultevergreen.com.

Sincerely,

Jeffrey Ling, PhD
President
Evergreen Solutions, LLC

www.ConsultEvergreen.com

THE CITY OF NEW SMYRNA BEACH - ENGINEERING

CONSIDER THE APPROVAL OF THE CONTRACT ADDENDUM FOR MICHAEL BAKER INTERNATIONAL, INC.

April 14, 2026

Background:

Michael Baker International, Inc. (MBI) was retained under a previous contract to provide continuing consultant services for the municipal Airport that included extensive environmental tasks for State permitting (i.e. FDEP- ERP 404 program and other regulatory requirements), wetland delineation, endangered & protected species evaluation, basin modeling, etc. thus had the qualifications to lead and complete the Vulnerability Assessment (VA) study in compliance with the FDEP guidelines.
MBI has performed the necessary tasks within budget and the required time frame being about 90% complete with the Vulnerability Assessment work, hence staff has submitted a partial pay reimbursement request to FDEP that in turn required the City and consultant comply with Attachment 8-A (see attachment) that takes into account Coronavirus State and Local Recovery Funds (SLFRF) agreement conditions which have administrative conditions pursuant to 2 CFR Part 200 that have been adhered to and have no monetary or additional tasks but as a formality must be included as an addendum to the original contract. It should be noted MBI's continuing contract has expired and they were not selected as an ongoing consultant but had a viable contract when the VA study was awarded.

Findings:

Staff has reviewed the addendum along with MBI agreeing to the necessary conditions as they have signed the attached addendum, thus staff recommends City Commission approve the document allowing FDEP to distribute reimbursement funds. Also, MBI's fees are 100% covered by the grant.

Fiscal Analysis:

There are no monetary implications pertaining to the contract addendum, and all consultant fees are reimbursed via FDEP grant.

Strategic Plan Item:

No

Staff Report Created By: Kyle Fegley - City Engineer

Attachments:

MCI CCNA Addendum 1_MBI.pdf

ADDENDUM TO
PROFESSIONAL CONSULTING SERVICES AGREEMENT
WITH MICHAEL BAKER INTERNATIONAL, INC.
ENGINEERING & PLANNING CONSULTING SERVICES FOR THE CITY AIRPORT
REQUEST FOR QUALIFICATIONS (RFQ) 10-19-AIR

THIS ADDENDUM TO AGREEMENT is made and entered into this _____ day of March, 2026, by the CITY OF NEW SMYRNA BEACH (the "City"), a Municipal Corporation, 210 Sams Avenue, New Smyrna Beach, FL 32168, and MICHAEL BAKER INTERNATIONAL, INC., 12740 Gran Bay Parkway West, Suite 2110, Jacksonville, FL 32258, hereinafter referred to as "Consultant."

The City and Consultant agree that Attachment 8-A, Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements, attached hereto, shall be incorporated into the Professional Consulting Services Agreement entered into by both parties on June 14, 2019, as a new Section 11. All terms that have not been modified by this addendum remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

CITY OF NEW SMYRNA BEACH,
a Florida municipal corporation

By: _____

Fred E. Cleveland
Mayor

(City Seal)

Date: _____

Attest:

_____
Sharon Taylor-Harding
City Clerk

APPROVED AS TO FORM AND CORRECTNESS

_____
Carrie Avallone
City Attorney

Date: _____

MICHAEL BAKER INTERNATIONAL, INC.

By: Brian Russell Digitally signed by Brian Russell DN: CN=Brian Russell, dnQualifier=A01410C000001983 7DBB49C000CDE57, O=MICHAEL BAKER INTERNATIONAL INC., C=US Date: 2026.03.17 09:46:39-04'00'

_____
Brian Russell, P.E.
Vice President

Date: _____

Attest:

Whitney Gray 3/17/26
Whitney Gray

ATTACHMENT 8-A
Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient 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:
   i. 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 Recipient 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 Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
C. The Recipient 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 Recipient's legal duty to furnish information.

D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Recipient 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.

F. The Recipient 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.

G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient 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.

H. The Recipient 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 Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient 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 Recipient 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.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non- Federal Entity 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 Non-Federal Entity 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.

6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall 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 by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies 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. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

i. Grantees who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The 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 partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative descripting the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

The Department must obligate all funds from SLFRF by December 31, 2024, and all such obligated funds must be expended by December 31, 2026. As such, the Contractor must submit all invoices by September 30, 2026, unless approved in writing by the Department.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

i. Projected/actual construction start date (month/year)
ii. Projected/actual initiation of operation date (month/year)
iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION

For infrastructure projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire

collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associatedwith workplace illnesses, injuries, and fatalities;
iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as appliable:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund

ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

THE CITY OF NEW SMYRNA BEACH - PARKING MOBILITY

CONSIDER THE APPROVAL OF A PIGGYBACK CONTRACT FOR A MOBILE PAYMENT PROVIDER FOR USE WITHIN THE CITY'S PAID PARKING AREAS

April 14, 2026

Background:

Staff requests approval of a contract with PayByPhone US Inc., as a mobile payment provider for use within the City's Paid Parking areas. This would be accomplished through a piggyback of the contract with the City of Fort Lauderdale, Event (RFP) 418-4, Mobile Parking Payment Service dated November 5, 2025.

Historically, the City has utilized 15 parking kiosks as the primary means of collecting parking fees in municipal parking lots and at the boat ramps. At the time of deployment, kiosks were widely adopted within the region, as they accommodated both cash and card payments. However, industry standards and user expectations have evolved. Parking kiosks entail substantial capital expenditures and ongoing operational costs, including routine and non-routine maintenance, software support, vandalism remediation, network connectivity issues, environmental exposure, and cash collection activities. By transitioning to a mobile payment provider, patrons will be able to remit payment via their mobile devices, thereby eliminating the need to locate a kiosk or return to their vehicle to display a receipt on the dashboard. This transition is expected to enhance the City's parking program by improving payment accessibility and convenience for visitors.

Following an evaluation of available providers, PayByPhone US Inc. is the vendor best aligned with the City's operational requirements. PayByPhone US Inc. has an established presence in beach communities throughout South Florida and offers a user-friendly mobile payment solution that will benefit both the City and parking patrons. The platform is compatible with the City's current parking enforcement provider, supporting a seamless implementation. Additionally, PayByPhone's US Inc. services are scalable should the City expand paid parking and enforcement in the future. It is important to note that no changes are proposed to the current permit program. Individuals with a valid New Smyrna Beach Parking Permit or FIND Permit may continue to park at no cost and are not required to use this service at this time.

Findings:

Staff recommends the approval of the piggyback contract for Mobile Parking Payment Service with PayByPhone US Inc.

Fiscal Analysis:

There is no cost to the City to implement this new system. Revenue for both parties will be derived from parking fees. Users will be assessed a $1.80 convenience fee in addition to the City's parking fee to cover the transaction fee and the Merchant of Record fee. PayByPhone US Inc. will remit payment to the City on a monthly basis, less applicable fees, via ACH. PayByPhone US Inc. will provide signage for all paid parking areas at no cost; however, the City will be responsible for installation.

The City anticipates cost savings associated with the removal of parking kiosks. The City currently pays $12,000 annually for a warranty that may be eliminated. Also, the city currently pays 27 cents for every credit card transaction. In addition , labor savings are expected, as staff will no longer be required to manually collect cash from the kiosks on a regular basis. Finally, by going to a mobile payment provider, there will be no kiosks to remove during storm prep, thus freeing up labor resources for more pressing areas.

Strategic Plan Item:
Yes

Staff Report Created By: Steven Mendygral - Mobility & Parking Director

Attachments:

NSB Piggyback - PayByPhone.pdf
Advertisement and Bid Tabulation.pdf
Original Contract with Exhibit A B and C.pdf
Sunbiz- PayByPhone.pdf
COI

PayByPhone US, Inc.
Event (RFP) 418-4 Mobile Parking Payment Service

The City of New Smyrna Beach ("City") enters this "Piggyback" Contract with **PaybyPhone US, Inc.** (hereinafter referred to as the "Vendor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The Purchasing Policy for the City of New Smyrna Beach allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with the **City of Fort Lauderdale, Florida**, said contract being identified as: **Event (RFP) 418-4 Mobile Parking Payment Service,** (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 Event (RFP) 418-4 Mobile Parking Payment Service.

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 Steve Mendgral, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, telephone number 386-410-2609, and email smendgral@cityofnsb.com.

e) Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Volusia County, Florida. Litigation between the parties arising out of this contract must be in Volusia County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

f) Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Volusia County, Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.

g) All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of New Smyrna Beach and the Vendor.

4. Human Trafficking: This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit.

Entered this _____ day of_____, 2026.

[SIGNATURE PAGE TO FOLLOW]

PayByPhone US, Inc.
Event (RFP) 418-4 Mobile Parking Payment Service

Attest	**PayByPhone US, Inc.**
_____	_____
Authorized Signature	*Authorized Signature*
Name and Title: _____	Teresa Trussell, President
Address: _____	3280 Peachtree Road, Suite 2400
_____	Atlanta, GA., 30305
Date: _____	Date: _____

ATTEST	**CITY OF NEW SMYRNA BEACH**
_____	_____
Sharon Taylor-Harding, 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, Esq, City Attorney

Date: _____

Florida Bid Network

Mobile Parking Payment Service (RFP)

Bid Date & Time:
03/26/25 2:00 PM

Prebid:
12/31/69

Solicitation Title:
***UPDATED* Mobile Parking Payment Service (RFP)**

Owner Solic Number:
0000378496, 418, 5150415721

Status: bidding

Report: 14014716

Country :
United States

State: FL

County: Broward

Scope: Mobile parking payment service.

Notes: A pre-bid conference was held on March 4, 2025, 10:00 AM., via Teams. The initial term of contract shall be for a period of 2 years with an option to extend for three (3) one-year terms. This solicitation has some or all Local funding, additional requirements may apply.

Plans: From Owner. See outside link.

Outside Link:
https://www.bidnetdirect.com/private/supplier/interception/open-solicitation/5150415721?t arget=view
https://sms-fortlauderdale-prd.inforcloudsuite.com/fsm/SupplyManagementSupplier/form/Sour cingEvent%5BByCompany%5D%2810,418%29.XiSupplierPortalSummary?action=_open&list=SourcingEv ent%5BByCompany%5D%28_niu_,_niu_%29.XiOpenForBid&csk.SupplierGroup=COFL&nextDisabled=true &sortOrderName=SourcingEvent.ByCompany&previousDisabled=true&fk=SourcingEvent%5BByCompany %5D%2810,415%29&firstDisabled=true&lastDisabled=true&hasPrevious=false&pageSize=10&hasNex t=false&isAscending=true&lk=SourcingEvent%5BByCompany%5D%2810,445%29&pk=SourcingEvent%5BB yCompany%5D%2810,418%29&selectedPanel=Attachments

Update Notes: Addendum #1 & #2 issued. Bid date extended from 03/13/25. See outside link.

Owner Type: Public

Buyer: Fort Lauderdale, City of		
Address: 100 N Andrews Ave 4th Floor		
City: Fort Lauderdale	**State:** FL	**Zip/Postal Code:** 33301
TEL: 954-828-8000		
Website: https://www.fortlauderdale.gov/home		
Contact: Kirk McDonald		
Contact Title: Senior Procurement Specialist		
TEL: 954-828-5073		
Bid Pkg Source: Fort Lauderdale, City of		
Address: 100 N Andrews Ave 4th Floor		
City: Fort Lauderdale	**State:** FL	**Zip/Postal Code:** 33301
TEL: 954-828-8000		
Website: https://www.fortlauderdale.gov/home		
Contact: Kirk McDonald		
Contact Title: Senior Procurement Specialist		
TEL: 954-828-5073		

Login to view file attachments

Classified Ads

Design Develop Now Inc - MBE (NMSDC Certified) Service provider for all Software Development and Commercial Design Needs!

WBE Supply, Inc.

For All Your Supply Needs
Certified woman-owned, small business

Commercial Power Washing

OTR & Truck Tires & Wheels--Nationwide

More Free Classified Ads >>

Bid Results

Bid, Tender, RFP Results

Following are some of the many bid and tender results, bid tabulations, low bidder, contract award and other market intelligence that our members enjoy. Click on the listings below for more details. Login to view the full list.

BrightView Landscape Low Bidder on Lawn Maintenance of CRA Properties in Florida at $85,800.00 USD

Razorback LLC Low Bidder on Clarifier #3 Rake and Plow Structure Refurbishment in Florida at $309,164.62 USD

Razorback LLC Low Bidder on Sludge Thickener Rake & Plow Structure Refurbishment in Florida at $200,680.00 USD

Marino Construction Group, Inc. Low Bidder on Small Project General Contractor in Florida at $350,000.00 USD

Talcon Group LLC Low Bidder on City of Chipley Wastewater Improvements Project in Florida at $1,266,499.00 USD

Inliner Solutions, LLC Low Bidder on Pipe Lining and Rehabilitation of Stormwater Structures in Florida at $53,078.00 USD

Arlo & Company, LLC Low Bidder on Pea Rock Brown Gravel (RFQ) in Florida at $13,900.00 USD

Us Water Services Corporation Low Bidder on Operation of Water and Wastewater Treatment

Plants (ITB) in Florida at $55,913.56 USD

Goodson Paving, Inc Low Bidder on Asphalt Construction, Sealing and Striping in Florida at $562,950.00 USD

C & C Construction of Northwest Florida, , LLC Low Bidder on Community Center Roof Replacement *RE-BID* in Florida at $161,900.00 USD

Veridian Low Bidder on General Services for Manhole & Concrete Rehabilitation (RFP) in Florida at $343,689.00 USD

AFA Protective Systems Low Bidder on Alarm Monitoring Services - Districtwide in Florida at $16,800.00 USD

Seacoast Inc Low Bidder on Systemwide Fy 23 Coatings of Steel Bridge & Ramp Plaza Butterfly Structures in Florida at $5,119,042.50 USD

Marieco, Inc. Low Bidder on Remanufactured Meters *Re-Bid* in Florida at $22,450.00 USD

Big Dog Express of South Florida, Inc. Low Bidder on BLD2131701B1 - Broward County Landfill Stumps and Trunks Shredding in Florida at $260,000.00 USD

Pathway Technologies, Inc Low Bidder on Jaxex Video Surveillance System for the Jacksonville Aviation Authority in Florida at $88,392.83 USD

Quality Equipment & Parts, Inc Low Bidder on Procurement of Remote-Controlled Tree Trimmer in Florida at $208,545.00 USD

EnviroServe Low Bidder on Household Hazardous Waste Transportation & Disposal Services in Florida at $2,911.00 USD

JSM Services, Inc Low Bidder on Athletic Field Maintenance Services in Florida at $150,000.00 USD

Brand it on Apparel Company Low Bidder on ITQ-26-00124 - Uniforms for Hillsborough County Sunshine Line in Florida at $24,979.00 USD

BrightView Landscape Low Bidder on Lawn Maintenance of CRA Properties in Florida at $85,800.00 USD

Razorback LLC Low Bidder on Clarifier #3 Rake and Plow Structure Refurbishment in Florida at $309,164.62 USD

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Brand it on Apparel Company Low Bidder on ITQ-26-00124 - Uniforms for Hillsborough County Sunshine Line in Florida at $24,979.00 USD

CITY OF FORT LAUDERDALE
RFP EVALUATION COMMITTEE TABULATION - FINAL RANKING

RFP# 418
TITLE: Mobile Parking Payment Service
DATE: 4/9/2025

	Rater #1 - Morgan Dunn									
	Approach to Scope of Work			Experience and Qualifications			Price Proposal			
PROPOSING FIRM	Weight Factor	Ranking	Point Subtotal	Weight Factor	Ranking	Point Subtotal	Weight Factor	Ranking	Point Subtotal	**Total Points Awarded**
HonkMobile USA	0.50	2	1.00	0.20	2	0.40	0.30	1	0.30	**1.70**
PayByPhone	0.50	1	0.50	0.20	1	0.20	0.30	2	0.60	**1.30**

	Rater #2 - Bryan Greene									
	Approach to Scope of Work			Experience and Qualifications			Price Proposal			
PROPOSING FIRM	Weight Factor	Ranking	Point Subtotal	Weight Factor	Ranking	Point Subtotal	Weight Factor	Ranking	Point Subtotal	**Total Points Awarded**
HonkMobile USA	0.50	2	1.00	0.20	2	0.40	0.30	1	0.30	**1.70**
PayByPhone	0.50	1	0.50	0.20	1	0.20	0.30	2	0.60	**1.30**

	Rater #3 - Mauricio Baquero														
	Approach to Scope of Work			Experience and Qualifications			Price Proposal								
PROPOSING FIRM	Weight Factor	Ranking	Point Subtotal	Weight Factor	Ranking	Point Subtotal	Weight Factor	Ranking	Point Subtotal	**Total Points Awarded**	**Average Points Awarded**	**Total Combined Points**	**Local Vendor Preference**	**Local Preference Deduction**	**Total Final Score**	**FINAL RANKING**
HonkMobile USA	0.50	2	1.00	0.20	2	0.40	0.30	1	0.30	**1.70**	1.7	5.10	N/A	N/A	5.10	2
PayByPhone	0.50	1	0.50	0.20	1	0.20	0.30	2	0.60	**1.30**	1.3	3.90	N/A	N/A	3.90	1

CITY OF FORT LAUDERDALE
RFP EVALUATION COMMITTEE TABULATION - FINAL RANKING

RFP# 418
TITLE: Mobile Parking Payment Service
DATE: 4/9/2025

	Rater #1 - Morgan Dunn									
	Approach to Scope of Work			Experience and Qualifications			Price Proposal			
PROPOSING FIRM	Weight Factor	Ranking	Point Subtotal	Weight Factor	Ranking	Point Subtotal	Weight Factor	Ranking	Point Subtotal	**Total Points Awarded**
HonkMobile USA	0.50	2	1.00	0.20	2	0.40	0.30	1	0.30	**1.70**
PayByPhone	0.50	1	0.50	0.20	1	0.20	0.30	2	0.60	**1.30**

	Rater #2 - Bryan Greene									
	Approach to Scope of Work			Experience and Qualifications			Price Proposal			
PROPOSING FIRM	Weight Factor	Ranking	Point Subtotal	Weight Factor	Ranking	Point Subtotal	Weight Factor	Ranking	Point Subtotal	**Total Points Awarded**
HonkMobile USA	0.50	2	1.00	0.20	2	0.40	0.30	1	0.30	**1.70**
PayByPhone	0.50	1	0.50	0.20	1	0.20	0.30	2	0.60	**1.30**

	Rater #3 - Mauricio Baquero														
	Approach to Scope of Work			Experience and Qualifications			Price Proposal								
PROPOSING FIRM	Weight Factor	Ranking	Point Subtotal	Weight Factor	Ranking	Point Subtotal	Weight Factor	Ranking	Point Subtotal	**Total Points Awarded**	**Average Points Awarded**	**Total Combined Points**	**Local Vendor Preference**	**Local Preference Deduction**	**Total Final Score**	**FINAL RANKING**
HonkMobile USA	0.50	2	1.00	0.20	2	0.40	0.30	1	0.30	**1.70**	1.7	5.10	N/A	N/A	5.10	2
PayByPhone	0.50	1	0.50	0.20	1	0.20	0.30	2	0.60	**1.30**	1.3	3.90	N/A	N/A	3.90	1

12

CITY MANAGER'S OFFICE
CITY MANAGER SIGNATURE REQUEST ROUTING FORM

Rev: 11 | Revision Date: 07/02/2025

SECTION 1 | SUMMARY INFORMATION

Date: 10/24/2025

■ **Agenda Item** ☐ **Commission Memo** ☐ **Letter (to external agency)** ☐ **Other Document**

Document Title/Purpose: Service Agreement - Mobile Parking Payment Service - (RFP 418-4; PayByPhone US Inc.)

Commission Meeting Date: 10/7/2025 **CAM #:** 25-0651 **Item #:** M-1

CAM attached: ■ Yes ☐ No **Action Summary Attached:** ■ Yes ☐ No **CIP FUNDED:** ☐ Yes ■ No

Community Investment Plan (CIP) Project defined as having a life of at least 10 years and a cost of at least $100,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement. Term "real property" includes land, real estate, realty, or real.

SECTION 2 | REQUESTOR (CHARTER OFFICE/DEPARTMENT)

Charter Office: _____ **Router Name:** _____ **Ext:** _____

Department: Procurement **Router Name:** Matthew Eaton **Ext:** 5141

Department Approval *(Director/Chief)*: **Name:** Glenn Marcos **Init.:** GM **Date:** 10/24/25

***Return Document To:** Matthew Eaton **Department:** Procurement **Ext:** 5141

***REMINDER:** Once review and signature at the last level of government (Federal, State, County) is complete, scan the final record copy and send to the City Clerk's Office.*

Scan Date: _____ Attach Certified Resolution #: _____ Original form route to CAO: ☐ Yes ☐ No

THE FOLLOWING SECTIONS ARE FOR CHARTER OFFICE USE ONLY

SECTION 3 | CITY ATTORNEY'S OFFICE (CAO): CAO signed/routed Required ■ Yes ☐ No

Is the attached Granicus document final? ■ Yes ☐ No **Number of Originals Attached:** 1

Attorney's Name: Kimberly Cunningham Mosley **Approved as to Form:** ☑ Yes ☐ No **Initials:** KMM

Route to: Finance *(if applicable)* **Date:** _____ **Route to: CCO Date:** _____

SECTION 4 | CITY CLERK'S OFFICE (CCO)

City Clerk Office Receive and Scan Date: _____ **Number of Originals:** 1

Route to CMO Date: 10/31/25 **Route to Mayor Date:** _____

SECTION 5 | CITY MANAGER'S OFFICE (CMO)

LOG #: NOV05 **Date Received:** 11/4/25 **Received From:** CCO

To CM/ACM: ☐ R. Williams ☐ C. Cooper ☐ Y. Matthews ☒ B. Rogers

Approved Init.: BOV 11/4/25 for continuous routing to ***Rickelle Williams, City Manager/Executive Director***

Disapproved: _____ **Comments:** _____

Executive Assistant Route to CCO Date: 11/5/25

Form Approved by: Rickelle Williams, City Manager
Uncontrolled in hard copy unless otherwise marked

WE BUILD COMMUNITY

FLEETTEC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/15/2025

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
Commercial Lines - (404) 923-3700
USI Insurance Services LLC
1 Concourse Parkway NE, Suite 700
Atlanta, GA 30328

CONTACT NAME: Jennifer Shiplet
PHONE (A/C, No, Ext): 470-875-0358 **FAX (A/C, No):** 610-537-1929
E-MAIL ADDRESS: Jennifer.shiplet@usi.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Fire Insurance Company	19682
INSURER B:	Trumbull Insurance Company	27120
INSURER C:	Hartford Casualty Insurance Company	29424
INSURER D:	Lloyd's of London	
INSURER E:	Munich Reinsurance America	10227
INSURER F:		

INSURED
PayByPhone US Inc.
3280 Peachtree Road
Suite 2400
Atlanta, GA 30305

COVERAGES **CERTIFICATE NUMBER:** 16007331 **REVISION NUMBER:** See below

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			20UENBS7N7J	07/10/2025	07/10/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			20UENBS7N7D	07/10/2025	07/10/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			Physical Damage			BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			Deductibles:			BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			$1,000 Comp			PROPERTY DAMAGE (Per accident)	$
				$1,000 Collision				$
C	X UMBRELLA LIAB X OCCUR			20XHUBS7V1V	07/10/2025	07/10/2026	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			20WBBS7N7G	07/10/2025	07/10/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A					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	Crime			FN2516290	07/10/2025	07/10/2026	$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Fort Lauderdale is included as an Additional Insured per the terms and conditions of the general liability and cyber policies when required by written contract.

CERTIFICATE HOLDER

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

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

Paul Bell

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FLORIDA DEPARTMENT of STATE DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Profit Corporation
PAYBYPHONE US INC.

Filing Information

Document Number	F24000002032
FEI/EIN Number	87-3652865
Date Filed	04/15/2024
State	DE
Status	ACTIVE

Principal Address

3280 Peachtree Road
Suite 2400
Atlanta, GA 30305

Changed: 01/29/2025

Mailing Address

600-1290 HOMER ST.
VANCOUVER, BC V6B 2Y5 CANADA, FL

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 03/04/2025

Address Changed: 03/04/2025

Officer/Director Detail

Name & Address

Title President

Trussell, Teresa
1290 Homer Street
Unit 600
Vancouver, British Columbia V6B 2Y5 CA

Title Treasurer

HAMILL, NICK
1290 Homer Street
Unit 600
Vancouver, British Columbia V6B 2Y5 CA

Title S

BOCHKARYOVA, OLGA
1290 Homer Street
Unit 600
Vancouver, British Columbia V6B 2Y5 CA

Annual Reports

Report Year	Filed Date
2025	01/29/2025

Document Images

03/04/2025 -- Reg. Agent Change	View image in PDF format
01/29/2025 -- ANNUAL REPORT	View image in PDF format
04/15/2024 -- Foreign Profit	View image in PDF format

CITY OF FORT LAUDERDALE

ANTI-HUMAN TRAFFICKING AFFIDAVIT

Rev Date: 02/04/2025

The undersigned, on behalf of PayByPhone US,
(Print entity's complete legal name as registered with suffix: INC, LLC, LTD, LP, PA, etc.)

a DE nongovernmental entity ("Nongovernmental Entity"), under penalty of perjury,
(State entity is registered)
hereby deposes and says:

1. My name is Teresa Trussell.
   (Print complete name of corporate officer/authorized representative)

2. I am an ✓ officer or ____ authorized representative (Select one) of the Nongovernmental Entity. My title is: President.
   (Print title of corporate officer/authorized representative)

3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: _____

Office Address: 3280 Peachtree Rd Suite 2400 Atlanta GA 30305

Email Address: ttrussell@PaybyPhone.com

Main Phone Number: 740-416-0948 FEIN No.: 87-3628865

STATE OF Georgia
COUNTY OF Chatham

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 8th day of October, 2025, by Teresa Trussell.
(Print name of corporate officer/representative)

JESSICA ANN MOTT NOTARY PUBLIC CHATHAM COUNTY MY COMMISSION EXPIRES JULY 16, 2029 STATE OF GEORGIA

(NOTARY SEAL)

_____
(Signature of Notary Public – State of GA)

_____
Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☒

Type of Identification Produced Driver's Lisence

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS
(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source:§ 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source:§ 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source:§ 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. ***(Only applicable if purchasing real property)*** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source:§§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: Teresa Trussell Title: President Entity: PayByPhone US

Signature: _____ Date: 10-8-25

NOTARY PUBLIC ACKNOWEDGEMENT SECTION

STATE OF Georgia
COUTY OF Chatham

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 8th day of October 2025, by Teresa Trussel, as President for Pay By Phone Us, who is personally known to me or who has produced Driver's Lisence as identification.

Notary Public Signature: _____ (Notary Seal)

Print Name: Jessica Ann Mott My commission expires: 7/16/29

JESSICA ANN MOTT NOTARY PUBLIC CHATHAM COUNTY MY COMMISSION EXPIRES JULY 16, 2029 STATE OF GEORGIA

SERVICE AGREEMENT FOR
MOBILE PARKING PAYMENT SERVICE

THIS SERVICE AGREEMENT for Mobile Parking Payment Services ("Agreement"), made this 5th day of November, 2025, is by and between the City of Fort Lauderdale, a Florida municipality ("City"), with its principal address located at 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, Florida 33301, and PayByPhone US Inc., a Delaware corporation authorized to conduct business in the State of Florida ("Contractor"), with its principal address located at 3280 Peachtree Road, Suite 2400, Atlanta, GA 30305; Email: ttrussell@paybyphone.com; Phone: (740) 416-0948, (individually, "Party" or "party" and collectively, "Parties" or "parties").

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, Contractor shall provide mobile parking payment services, and the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

(1) Request for Proposals No. 418-4 - Mobile Parking Payment Service, including any and all exhibits and addenda prepared by the City of Fort Lauderdale **("RFP" or "Exhibit A")**.

(2) The Contractor's response to the RFP, dated March 24, 2025 **("Exhibit B"),** except that any language contained in Exhibit B suggesting that, "[t]he information contained this document is confidential, privileged, and only for the information of the intended recipient and may not be used, published, or redistributed without the prior written consent of PayByPhone," is hereby deleted by this reference.

(3) The Competitive or Non-Competitive Negotiations Term Sheet and Bid Tabulation **("Exhibit C")**.

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

A. First, this Agreement dated November 5th, 2025 and any attachments.
B. Second, Exhibit C.
C. Third, Exhibit A.
D. Fourth, Exhibit B.

II. SCOPE

The Contractor shall design, implement, support and maintain a secure, web-based Mobile Parking Payment Service in accordance with the terms, conditions, and specifications outlined in the RFP (the "Work").

Unless otherwise specified herein, the Contractor shall perform all Work under the general direction of the City as set forth in the Contract Documents. The Parties agree that the Scope of Services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the Work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator, or other another person designated by the City Manager, has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Any change orders to the Scope of Services or amendments to the Contract Documents must be authorized by the City Manager, or her designee, and approved by the City Commission whenever required in compliance with the Charter and Code of Ordinances for the City of Fort Lauderdale.

By signing this Agreement, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial term of this Agreement shall commence upon final execution of the Agreement by the City and shall expire two (2) years from that date. The City reserves the right to extend this Agreement for three (3) additional one (1)-year terms, provided all terms, conditions and specifications contained herein remain the same, and the extension is mutually agreed to in writing and signed by both Parties. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of the City's fiscal year shall be subject to and conditioned upon both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B and C. It is acknowledged and agreed by Contractor that the amount listed in Exhibits B and C is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of Work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor must submit proper invoices for compensation that are in compliance with the Prompt Payment Act in Chapter 218, Florida Statutes (2025), as may be amended or revised, no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month. Invoices shall designate the nature of the services performed and/or the goods provided.

All payments made by the City shall be paid in accordance with the Florida Local Government Prompt Payment Act in Chapter 218, Florida Statutes (2025), as may be amended or revised.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's representatives, employees, volunteers, elected and appointed officials, and agents from and against any and all losses, penalties, fines, damages, fees, bankruptcy, paralegal fees, court costs, appellate fees, mediation fees, arbitration fees, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the Work.

C. Termination for Cause

The City may terminate this Agreement for cause if the Contractor has not corrected the breach within ten (10) days after written notice from the City identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability
Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent

contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Cyber Liability
Coverage must be afforded in an amount not less than $1,000,000 per claim for negligent retention of data as well as notification and related costs for cyber incidents.

Fidelity/Dishonesty and/or Commercial Crime
Coverage must be afforded in an amount not less than $1,000,000 per loss for dishonest acts of Contractor's employees, including but not limited to theft of money, personal property, vehicles, materials, supplies, equipment, tools, etc. Third-party coverage must be included under the policy.

Business Automobile Liability
Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident.

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability
Coverage must be afforded per Chapter 440, Florida Statutes (2025). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statutes.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

Insurance Certificate Requirements

a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.

b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

f. The City shall be covered as an Additional Insured on all liability policies, with the exception of Workers' Compensation.

g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.

h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:
City of Fort Lauderdale
401 SE 21st Street
Fort Lauderdale, FL 33316

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and

regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that it is qualified to perform the Work, that Contractor and subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes (2025), as may be amended or revised, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor

and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2025), as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and 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 City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2025), as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other Party. In addition, Contractor shall not subcontract any portion of the Work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, elected and appointed officers, elected and appointed officials, volunteers, contractors, subcontractors, and agents harmless from and against any claim, lawsuit, damages, fees, bankruptcy, paralegal fees, court costs, appellate fees, mediation fees, arbitration fees, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's

use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by a court order or subpoena. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this Section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of $1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of $1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of $1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2025), as may be amended or revised.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A**

JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City's Mayor and/or City Manager, as determined by the City Charter and Ordinances of the City of Fort Lauderdale, Florida, and Contractor, or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act in Chapter 218, Florida Statutes (2025), as may be amended or revised. City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage or destruction by a third party of documentation pertinent to this agreement, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party written notice no more than five days after the acts occurred that the party believes qualify as Force Majeure, describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure. The notice shall be sent by the City Manager or his or her designee in the event that the City is the alleged non-performing party herein;

2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City Manager or her designee may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either Party's performance is suspended under this Section.

AA. Scrutinized Companies

Subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes (2025), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2025), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), as may be

amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2025), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes (2025), as may be amended or revised, relating to scrutinized active business operations in Iran, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2025), as may be amended or revised.

BB. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2025), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

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 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 (2025), as may be amended or revised, 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.

4. Upon completion of the 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 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 of the 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.

CC. Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.

2. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida ("Section 2-187").

3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

DD. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2025), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2025), as may be amended or revised, shall terminate the Agreement with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2025), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2025), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the Agreement with the subcontractor, and the Contractor shall comply with such order.

4. An Agreement terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2025), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Paragraph 448.095(5)(c), Florida Statutes (2025), as may be amended or revised, the Contractor may not be awarded a public Agreement for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2025), as may be amended or revised.

EE. Notices

Whenever any party desires to give notice unto the other party, it must be given by written notice, sent by Certified United States mail, with return receipt requested, or sent by a nationally recognized overnight or express delivery courier addressed to the party to whom it is intended, at the places last specified, and the places for giving notice shall remain such until they are changed by written notice in compliance with this subsection. For the present, Contractor and City designate the following as respective places for giving notice:

FOR CITY:

Rickelle Williams
City Manager
City of Fort Lauderdale
101 NE 3rd Avenue, Suite 2100
Fort Lauderdale, Florida 33301

WITH A COPY:	D'Wayne M. Spence Interim City Attorney City of Fort Lauderdale 1 East Broward Boulevard, Suite 1320 Fort Lauderdale, Florida 33301
FOR CONTRACTOR:	Teresa Trussell President PayByPhone US Inc. 3280 Peachtree Road, Suite 2400 Atlanta, Georgia 30305

FF. Anti-Human Trafficking

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the CONSULTANT does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2025), as may be amended or revised.

[THIS SPACE IS LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

CITY

ATTEST:

David R. Soloman, City Clerk

CITY OF FORT LAUDERDALE, a Florida municipality.

By: Rickelle Williams
Rickelle Williams
City Manager

Date: 11/5/25

Approved as to Form and Correctness:
D'Wayne M. Spence, Interim City Attorney

By:
Kimberly Cunningham Mosley
Assistant City Attorney


CITY OF FORT LAUDERDALE
BROWARD COUNTY, FLORIDA
SEAL

CONTRACTOR

WITNESSES:

Gracie-Ann M Light
Signature

Gracie-Ann M Light
Print Name

Signature

Norris Lee Wright Jr.
Print Name

PAYBYPHONE US INC, a Delaware corporation authorized to conduct business in the State of Florida

By: _____
Teresa Trussell, President

(CORPORATE SEAL)

STATE OF Georgia:
COUNTY OF Chatham:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 8th day of October, 2025, by **Teresa Trussell** as **President** for **PayByPhone US Inc.**, a Delaware corporation authorized to conduct business in the State of Florida.

[SEAL]

JESSICA ANN MOTT
NOTARY
CHATHAM COUNTY
MY COMMISSION EXPIRES
JULY 16, 2029
PUBLIC
STATE OF GEORGIA

Notary Public, State of Georgia
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification ✓
Type of Identification Produced Driver's License

EXHIBIT A

Event # 418-4

Name: Mobile Parking Payment Service

Description: The City of Fort Lauderdale, Florida (The City) is seeking proposals from qualified, experienced and licensed Mobile Parking Payment Service providers (MPPs) hereinafter referred to as Contractor or Proposer to Design, Implement, Support, and Maintain a Secure, Web-based Mobile Parking Payment Service for The City in accordance with the Terms and Conditions, and Specifications contained in this Request for Proposals (RFP).

Buyer: MCDONALD, KIRK
Status: Pending Award
Event Type: RFP
Currency: USD

Sealed Bid: Yes
Respond To All Lines: Yes
Q & A Allowed: Yes
Number Of Amendments: 4
Display Bid Tabulation: Display When Event Closed For Bidding Or Canceled

Event Dates

Preview:
Q & A Open: 02/19/2025 03:00:00 PM
Open: 02/19/2025 02:00:00 PM
Q & A Close: 03/19/2025 02:00:00 PM
Close: 04/09/2025 02:00:00 PM
Dispute Close:

Questions

Question	Response Type	Attachment
Did you fill out and attach the Required Documents Forms?	Yes No	_Required Forms Packet - Forms 1-10.pdf

Meetings

Meeting	Description	Location	Date	Required
Pre-Proposal Conference	There will be a pre-proposal conference scheduled for this Request for Proposal. It is strongly suggested that all Contractors attend the pre-proposal conference.	Teams Meeting	03/04/2025 10:00:00 AM	No

Event # 418-4: Mobile Parking Payment Service

Meeting	Description	Location	Date	Required
	proposal conference. It is the sole responsibility of the Contractor to become familiar with the scope of			

Attachments

Name	Attachment
General Terms and Conditions	1. General Conditions - Rev 08-2023.pdf
Specifications	Event 418 Mobile Parking Payment Service.pdf
Addendum No. 1	Addendum No 1_Event 418.pdf
Addendum No. 2	Addendum No 2_Event 418.pdf

Contacts

Name	Email Address
KIRK MCDONALD	kmcdonald@fortlauderdale.gov

Commodity Codes

Commodity Code	Description
550-38	Parking Meters and Area Control Equipment
918-84	Parking Consultant
958-72	Parking Management Services (Incl. Operations, Admissions, a
968-60	Parking Meter Services (Including Collection, Installation,

Line Details

Line 1: Mobile Parking Payment Service

Description: Mobile Parking Payment Service

Item: COST TO THE USER TO COMPLETE A T transaction | Mobile Parking Payment Service | Cost to the User to complete a

Long Item Description: Cost to the User to complete a transaction: Clearly identify service cost to the customer associated with each transaction

Commodity Code: 968-60 Parking Meter Services (Including Collection, Installation,

Manufacturer Code: MFC

Division: DIV

Manufacturer Number: COST TO THE USER TO COMPLETE A TRANSACTION

Quantity: 1.0000

Unit of Measure: LS

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified, experienced and licensed Mobile Parking Payment Service providers (MPPS) hereinafter referred to as Contractor or Proposer to Design, Implement, Support, and Maintain a Secure, Web-based Mobile Parking Payment Service for the City in accordance with the Terms and Conditions, and Specifications contained in this Request for Proposals (RFP).

1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Kirk McDonald at (954) 828-5073 or email at kmcdonald@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by the City's on-line strategic sourcing platform. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in the City's on-line strategic sourcing platform shall become part of any contract that is created from this RFP.

1.3 Pre-proposal Conference

There will be a pre-proposal conference scheduled for this Request for Proposal. It is strongly suggested that all Contractors attend the pre-proposal conference.

It is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Contractors attend the pre-proposal meeting and/or site visit.

No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

1.4 CITY'S ON-LINE STRATEGIC SOURCING PLATFORM

The City of Fort Lauderdale uses the City's on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from the City's on-line strategic sourcing platform. Proposers are strongly

encouraged to read the supplier tutorials available in the City's on-line strategic sourcing platform well in advance of their intention of submitting a proposal to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.

It is the sole responsibility of the Proposer to ensure that their proposal is submitted electronically through the City's on-line strategic sourcing platform no later than the time and date specified in this solicitation. PAPER PROPOSAL SUBMITTALS WILL NOT BE ACCEPTED. PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA the City's on-line strategic sourcing platform.

1.5 Electronic Bid Openings/Proposal Closings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via the City's on-line strategic sourcing platform at the date and time indicated on the solicitation. All openings will be held on the City's on-line strategic sourcing platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on the City's on-line strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/22) are included and made a part of this RFP.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by the City's on-line strategic sourcing platform and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by the City's on-line strategic sourcing platform and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to the City's on-line strategic sourcing platform as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

2.4 Proposer's Costs

The City shall not be liable for any costs incurred by Proposers in responding to this RFP.

2.5 Pricing/Delivery

All pricing should be identified on the Strategic Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

Contractor shall quote a firm, fixed price for all services stated in the RFP. All costs including travel shall be included in your proposal. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

2.6 Price Validity

Prices provided in this Request for Proposals (RFP) shall be valid for at least One Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and Bidder/Proposer. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

2.7 Invoices/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made

within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

2.8 Related Expenses/Travel Expenses

All costs including travel are to be included in your bid. The City will not accept any additional costs.

2.9 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.10 Mistakes

The proposer shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

2.11 Acceptance of Proposals / Minor Irregularities

2.11.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

2.11.2 The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

2.12 Modification of Services

2.12.1 While this contract is for services provided to the department referenced in this RFP, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

2.12.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work

completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.12.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

2.12.4 If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

2.13 Non-Exclusive Contract

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.14 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website.

2.15 Responsiveness

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all its requirements, including all form and substance.

2.16 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.17 Minimum Qualifications

Proposers shall be in the business of Mobile Parking Payment Service and must possess sufficient financial support, equipment, and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one public entity similar in size and complexity to the City of Fort Lauderdale and can demonstrate experience with public agencies in providing mobile parking payment service, including updated software features, managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

2.17.1 Proposer or principals shall have relevant experience in Mobile Parking Payment Service. Project manager assigned to the work must have experience in Mobile Parking Payment Service and have served as project manager on similar projects.

2.17.2 Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

2.17.3 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.17.4 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42, and Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office, located at 1 East Broward Boulevard, Suite 444, Fort Lauderdale, Florida 33301.

2.19 Local Business Preference

2.19.1 Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a Proposer must include the Local Business Preference Certification Statement of this RFP, as applicable to the local business preference class claimed at the time of Proposal submittal:

2.19.2 Upon formal request of the City, based on the application of a Local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and

b. List of the names of all employees of the Proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.19.3 Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.

2.19.4 The complete local business preference ordinance may be found on the City's web site: Click Here

2.19.5 Definitions

a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a

staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.

d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

2.20 Disadvantaged Business Enterprise Preference

2.20.1 Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a Proposer must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Bid/Proposal submittal:

2.20.2 Upon formal request of the City, based on the application of a Disadvantaged Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Disadvantaged Business Enterprise Preference Class claimed:

a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and

b. List of the names of all employees of the Proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or the Tri-County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.20.3 Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the Disadvantaged Business Enterprise Preference business preference.

2.20.4 The complete disadvantaged business preference ordinance may be found on the City's web site: Click Here

2.20.5 Definitions

a. The term "Disadvantaged Class 1 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.

b. The term "Disadvantaged Class 2 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.

c. The term "Disadvantaged Class 3 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

d. The term "Disadvantaged Class 4 Enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

2.21 Protest Procedure

2.21.1 Any Proposer who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: Click Here

2.21.2 The complete protest ordinance may be found on the city's web site at the following link: Click Here

2.22 Public Entity Crimes

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2023), as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and 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 City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2023), as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

2.23 Subcontractors

2.23.1 If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid/proposal response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

2.23.2 Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

2.23.3 Contractor shall require all its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

2.24 Proposal Security- N/A

2.25 Payment and Performance Bond – N/A

2.26 Insurance Requirements

2.26.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

2.26.2 The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

2.26.3 The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person

or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability
Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability
Coverage must be afforded per Chapter 440, Florida Statutes (2023). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

Cyber Liability
Coverage must be afforded in an amount not less than $1,000,000 per claim for negligent retention of data as well as notification and related costs for cyber incidents.

Fidelity/Dishonesty and/or Commercial Crime
Coverage must be afforded in an amount not less than $1,000,000 per loss for dishonest acts of Contractor's employees, including but not limited to theft of money, personal property, vehicles, materials, supplies, equipment, tools, etc. Third-party coverage must be included under the policy.

2.26.4 Insurance Certificate Requirements

- **a.** The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- **b.** The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- **c.** In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- **d.** In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently

in effect. The City reserves the right to suspend the Agreement until this requirement is met.

e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
h. The title of the Agreement, Bid/Proposal/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:
City of Fort Lauderdale
401 SE 21st Street
Fort Lauderdale, FL 33316

2.26.5 The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

2.26.6 If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

2.26.7 The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

2.26.8 Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

2.26.9 All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

2.26.10 The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

2.26.11 It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements.

All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

2.27 Award of Contract

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the City.

2.28 Unauthorized Work

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

2.29 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

2.30 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.31 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.31.1 The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.31.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.31.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.31.4 The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.32 Canadian Companies

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.33 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract, or the tasks or projects associated with the project shall not be done without prior City approval.

2.34 Manufacturer/Brand/Model Specific Request

This is a manufacturer/brand/model specification. No substitutions will be allowed.

2.35 Contract Period

The initial contract term shall commence upon final execution of the contract by the City and shall expire two (2) years from that date. The City reserves the right to extend the contract for an additional three (3) one-year terms, providing all terms and conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 270 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.36 Cost Adjustments – N/A

2.37 Service Test Period

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contact, and to the City's satisfaction. Such a test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

2.38 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.

- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

2.39 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contact.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.40 Substitution of Personnel

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

2.41 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

2.42 Condition of Trade-In Equipment – N/A

2.43 Conditions of Trade-In Shipment and Purchase Payment – N/A

2.44 Verification of Employment Status

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement must be completed and submitted with Proposer's response to this RFP.

2.45 Service Organization Controls

The Contractor shall provide a current SSAE 18, SOC 2, Type II report with their proposal. Failure to submit SSAE 18, SOC 2, Type II report at time of proposal deadline will result in your proposal being deemed non-responsive. The City is the sole judge in determining that SSAE 18, SOC 2, Type II is acceptable to the City.

2.46 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

2.47 PCI (Payment Card Industry) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information. Proposer's failure to produce PCI compliant documentation of current standards at time of proposal deadline will result in your proposal being deemed non-responsive. The City is the sole judge in determining that Proposer's PCI compliant documentation of current standards is acceptable to the City.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 Project Definition and Objective

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified, experienced and licensed Mobile Parking Payment Service providers (MPPSs) hereinafter referred to as Contractor or Proposer to Design, Implement, Support, and Maintain a Secure, Web-based Mobile Parking Payment Service for the City in accordance with the Terms and Conditions, and Specifications contained in this Request for Proposals (RFP). The proposing firms shall be qualified and experienced in the industry and propose the best practices currently being used by Government Parking Agencies. The City currently utilizes Pay by Plate for on-street and off-street parking locations and would like to add Pay-By-Phone and/or Pay by Text App Services in an effort to improve customer service by providing customers with additional payment options.

The Parking Division, (the "Division") under the direction of the Transportation and Mobility Department is responsible for the oversight of public parking locations within the city limits. The Division develops parking policies and plans for specific facility expansion to serve the parking demand in the central business district, barrier island and surrounding commercial and residential areas.

The present parking inventory consists of five (5) garages, (31) surface lots owned and/or operated by the Division, comprising of approximately 8,000 Off-Street spaces. Total On-Street spaces are controlled by single space meters, the existing mobile payment app and Multi-space Pay Stations and consist of approximately 2500 spaces.

In 2023, the City received over 2.5 million mobile payment transactions. The City has three (3) public non-resident rates within three (3) separate zones and three (3) resident rates within the same three (3) separate zones. The proposed MPPS must be able to program a minimum of six (6) separate rates, with the ability to identify resident and non-resident users. The city's current mobile payment provider has an estimated 175 zone locations. If multiple vendors are awarded, we intend to utilize the same location numbers within the City for all vendors.

ZONE 1	$1.50	$4.00
	East of the Intracoastal Waterway and south of Oakland Park Boulevard	
ZONE 2	$1.50	$3.00
	East of I-95, west of the Intracoastal Waterway, south of NE 11 Street, and north of SW 7 Street	
ZONE 3	$1.00	$2.00
	Any land outside of Zones 1 and 2	

3.2 Purpose and Goals

Per Section 2.27 of the Solicitation, the City may award the contract to multiple qualified Proposers. MPPSs wishing to offer their services to the City of Fort Lauderdale must meet or exceed the Minimum Qualifications listed in this RFP and agree to the City's Terms and Conditions.

The goals of this Request for Proposals are as follows:

a) Select firm with expertise in providing turn-key pay by phone parking services, particularly in pay by plate environments, that fits the City's needs.
b) To implement a full Mobile Parking Payment Service that allows customers to pay for a specific period of parking time at a specific location, at a specific rate in a pay by plate environment.

c) To connect and integrate the Mobile Parking Payment Service with all existing and future Parking Enforcement software and hardware.
d) Obtain quality programs to maximize customer convenience and add considerable parking options.
e) Provide data in real time to Parking Enforcement devices with minimal keystrokes and allow 24/7 enforcement operations. Real time data should identify which vehicles have valid parking sessions in the zone that is being queried.
f) Employ a system that allows the issuance of validation or coupon codes for parking discounts and the ability to identify discounted rates to local residents only.
g) Employ a system where rates and operational schedules can be programmed and reprogrammed in a flexible manner that does not require any system downtime.
h) Provide a solution to fully validate or discount users' parking sessions using validation codes.
i) Provide a solution for residents to obtain discounted parking rates.
j) Integrate transactional data into our eco system.

3.3 Minimum Qualifications

a) Proposing Mobile Parking Payment Service providers (MPPs) should have been in the business of Mobile Metered Parking Payments for at least the past five (5) years. If the MPPs is a partnership or other assemblage of providers, a component of the assembled entity must be a MPPs that has been in the business of mobile metered parking payments services for at least the past five (5) years.

b) The Proposing MPPs should currently provide MPPs services in at least five (5) municipalities. The MPPs must have serviced these municipalities for at least the past five (5) years. The MPPs must describe the municipalities (locations and total number of parking meters) and provide contact information for the Client, City Agency, Owner or Manager overseeing this service. The MPPs must have provided acceptable services at each of the five (5) municipalities. The Client, City Agency, Owner or Manager of this service will be contacted by the City of Fort Lauderdale for reference checks, acceptability, and determination of responsibility.

c) The MPPs currently provides services in at least five (5) municipalities with a minimum of three thousand (3,000) parking spaces each.

d) The MPPs is not in bankruptcy.

e) The MPPs has not had its services terminated for cause by a governmental entity within the previous five (5) years.

3.4 Services to be Provided to the City

Personnel, Project Management and Coordination:

a) Provide key personnel, including Project Manager, Lead Developer, Software/Systems Tester, and Data Security Manager.
b) Participate in a kick-off meeting with City of Fort Lauderdale and pertinent agency stakeholders.
c) Prepare a comprehensive project plan, project schedule, a requirements document, and work breakdown structure.
d) Provide in-depth administrative training along with training materials.
e) Coordinate all aspects and phases of the project from software design and development, to testing, and then full implementation.
f) Engage; be contractually responsible for; and oversee the work of all subcontractors.
g) Provide outreach and marketing support to communicate with the public.
h) Provide resources and staffing to assist in developing and implementing an outreach, training, and marketing strategy.
i) Produce and provide a comprehensive marketing plan, which must be approved by

the City's Strategic Communication Manager.

j) Implement outreach materials for training, such as how-to brochures and training videos.
k) Provide examples of reporting and pictures of system graphics and User interface for City of Fort Lauderdale review.
l) Provide licenses for administrative use.
m) Allow a testing period and system revisions for the system service components before deployment to test functionality and customer use.
n) Provide graphic design support to plan, analyze, and create visual solutions for communication and training; to include but not limited to illustration, photography, animation, video and various print and layout techniques; produce promotional displays, communication materials (brochures, posters, fact sheets, etc.), and signage systems.

3.5 Design Criteria and Standards:

a) A fully functioning mobile system of payment for metered parking with the option to pay by Smartphone application, voice, QR or mobile website. The service must be available to parking customers via regular cell phone, smart phone, land line, or personal computer (whether desktop, laptop, or tablet). The service must accept payment forms including all major credit cards and the capability to purchase parking through pay as you go services, a virtual wallet, Apple Pay, and Android Pay.
b) System hosted by the Proposer or hosted by a 3rd party at Proposer's expense.
c) Must be 100% compliant with Payment Card Industry Data Safety Standards (PCI DSS)
d) The system must provide redundant/fail-safe servers which ensure at least 99.9% uptime of all components of the system. The service provider must demonstrate their ability to maintain system uptime 24/7/365 and publish their contingency plans regarding any downtime. The service provider will be required to notify designated stakeholders (management) via email and/or phone within 15 minutes of verifying any system outage. Proposer need to address loss lost revenue under these circumstances.
e) Mobile applications to support existing, and updated as needed, Android, iOS, and Windows Mobile versions.
f) Must be able to support multiple web browsers including Internet Explorer, Firefox, Safari and Chrome (mobile version).
g) The system must be able to operate independently of parking meters, allowing for use over computer, smart phone or telephone.
h) The service must feed transactional data in real-time, and in a format acceptable to the City, to an Application Processing Interface (API). The service's databases must be adaptable to a Microsoft SQL Server environment.
i) The service must have the ability to be scaled to Interface with weekly, monthly, or annual sales and with City owned off street parking facilities for future integration.
j) Must have the ability to handle demand-based pricing.
k) Must have the ability to recognize different rates and hours of operation for each zone throughout the city.
l) Once notified by The City, the MPP system must make changes to rates, hours of operation within five business days.
m) Awarded MPP(s) may be responsible for signage, decals, and other information. The City will approve the design before installation and have the authority to brand its own parking logo/signage at no additional cost to the City..
n) MPP's system must meet all the City of Fort Lauderdale IT Contract Requirements.
o) All awarded Vendors must have the ability to utilize same zone location numbers.

3.6 Administrative Access:

a) All Administrator-only software systems should have standard and ad-hoc reporting capabilities. The systems should be able to create standardized predefined reports as well as ad hoc reports concerning operations daily.

b) Each service provider administrator-only software should offer:

1. The ability to identify what funds were collected by the MPPs over time ranges such as day, hour, week, month, quarter, and year.

2. The ability to export all reports into a comma delimited CSV and/or Excel file.

3. The ability to pull, query and report on data points including zone, location, hourly meter rate, hours of operation, and more.

c) The proposed system must be capable of seamlessly forwarding pertinent transactional data.

d) Provides transaction reports so that funds reconciliations can be conducted appropriately and timely.

e) The service provider will be required to provide support contact information (both working hours and off-hours) and ensure that there will be adequate support staff available to address any system problems in a timely manner. Any problems encountered will be assigned a priority ranking. This ranking will determine the allowable window for resolution.

f) The service provider's back-end software will include an easy-to-learn, intuitive interface to allow active monitoring of the system. The application will include the ability to run standard, configurable reports as may be needed. These reports should be capable of being exported to several popular formats including Microsoft Excel and Word, Adobe PDF, etc.

g) Provides detailed revenue, technical and utilization reports with the ability for dates to be filtered by City, area within City, and block face within area. Areas for parking will only be defined down to zones/block faces.

h) Maintains a mobile friendly back office.

i) Provide ten (10) physical training manuals and 1 digital copy containing detailed information on processes and procedures and step-by-step instructions for system usage.

3.7 Customer Service:

a) Provides customer service for account set-up.

b) Clearly identify service costs to the customer associated with each transaction; Vendor providing the lowest cost will be ranked as No.1 for the Pricing Section of the weighted criteria.

c) Provides customers with the ability to cancel a parking session at any time.

d) Includes real-time IVR and web-based account sign-ups and payments. The vendor must allow customers to set up an account and park immediately at the time of purchase.

e) Provide live, toll free, customer support by telephone or email 24/7/365. The support must be available in English and Spanish at a minimum.

f) Has customer username and password login applications for repeat users.

g) Payment options include toll free voice call, Smartphone application and mobile webpage.

h) Provides text message warnings and alerts when a user is approaching the end of a parking session.

i) Allows purchase of additional time, not to exceed the maximum stay limit, and have the ability to enforce time limits.

j) Offers customers a virtual receipt at the time of purchase via email or text message of parking transactions.

k) Provides a report or notification for declined transactions during the time the customer is requesting service.

l) The IVR includes a refund request option for customers.

m) Provides a system that allows customers to enter validation or coupon codes to discount

parking fees. The vendor shall supply a web-based system for managing coupons or validation codes issued by The City, including activating, deactivating, or adjusting the dollar or percentage amount of a code. Validation codes must have the ability for a customer to use a coupon or validation code to cover a percentage or dollar amount of a transaction. This includes the ability for a coupon or validation code to absorb the cost of the per transaction fee (if any).

n) Provides a system that allows the city to input verified/approved city residents with discounted rates in accordance with city ordinance. Residents would have to reapply for that discounted rate every year.

3.8 Reporting:

a. City of Fort Lauderdale Parking administrators must be granted software access rights to run daily reports.
b. Individual Parking Session Report is defined as a combination of the following data types from each paid parker occurrence:
   i. Portion of License plate used during parking occurrence. License Plate is redacted to ensure privacy but kept in part to ensure software can be developed in the future to stop meter feeding across apps/meters. Ex: Not 123ABC-MD but XXXABC-MD
   ii. Amount of funds paid by the parker for meter payment.
   iii. Amount of funds paid by the parker for Vendor app use.
   iv. Beginning time of metered parking session
   v. Ending time of metered parking session
   vi. A number of times the meter payment was extended beyond the original transaction.
   vii. Parking Zone
   viii. Frequency of use for a specific zone. This information will need to be reported daily, weekly, monthly, and yearly.
   ix. Average parking time within the specific zone (how many parkers and length). This information will need to be reported daily, weekly, monthly, and yearly.
   x. Block face/address (preferred, not required)

3.9 Parking Enforcement:

a) System should connect and integrate with all existing parking enforcement software and hardware including License Plate Recognition Cameras and Handheld devices. If there are any certifications or fees required to integrate with Enforcement's Vendor, this will be paid for by the firm awarded this contract. At the time of this document's creation, the vendors currently used by Fort Lauderdale Parking Enforcement are T2 and GENETEC.
b) Provide real-time data to Enforcement devices with minimal keystrokes and allow 24/7 enforcement operations.
c) 99% of the time there must be no more than a 100-second lag time from input & approval of parking payment to when the data is shared with parking enforcement handhelds.
d) Real-time sharing between databases, allowing for seamless display of vehicle information and parking eligibility in existing software, with no more than 5-minute refresh rates.

3.10 Smart Parking Eco System

The city has plans to implement a smart parking initiative including sensors and/or cameras. Smart parking technology can reduce the time spent looking for a parking space and monitor City parking by providing more accurate occupancy availability. MPP shall have the ability to send transactional data through an open API source to The City's selected Vendor. This data can be used for occupancy predictability and be integrated with mobile apps or wayfinding displays.

3.11 Cost to the User to Complete a Transaction

Clearly identify service costs to the customer associated with each transaction; **Vendor offering the lowest cost to the User to complete a transaction will be ranked as No.1 for the Pricing Section of the weighted criteria.**

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

4.1.1 The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from the City's on-line strategic sourcing platform. Proposers are strongly encouraged to read the supplier tutorial available in the City's on-line strategic sourcing platform well in advance of their intention of submitting a proposal to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.

4.1.2 Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.

4.1.3 All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.

IN THE EVENT OF ANY CONFLICT OR DISCREPANCY BETWEEN BID/PROPOSAL PRICE(S) SUBMITTED BY BIDDER/PROPOSER ELECTRONICALLY INTO THE CITY'S ON-LINE STRATEGIC SOURCING PLATFORM UNIT PRICE FIELD(S), ANY OTHER FORMS OR ATTACHMENTS (WHETHER PART OF THE CITY'S SOLICITATION DOCUMENTS OR DOCUMENTS CREATED AND UPLOADED BY THE BIDDER/PROPOSER), OR ANOTHER SECTION/FIELD OF THE SYSTEM, THE ONLINE UNIT PRICE(S) INPUTTED ELECTRONICALLY INTO THE SYSTEM BY BIDDER/PROPOSER SHALL GOVERN.

4.1.4 Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.

4.1.5 All proposals will become the property of the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters, or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and

that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. 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 (2023), as may be amended or revised, 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 this contract if the Contractor does not transfer the records to the City.

4. Upon completion of the Contract, 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 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 this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

4.1.6 By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 100 pages in one complete PDF document. The proposals should be organized, divided, and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Executive Summary

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff, and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

4.2.3 Experience and Qualifications

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

4.2.4 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas, and methodology. Describe your proposed approach to the project.

As a part of the response, a design plan and diagram(s) shall be presented to the City for approval.

The Proposer shall also propose a scheduling methodology (timeline) for effectively managing and executing the work in the optimum time. The delivery time shall be stated in calendar days from the date of City notification of award or notice to proceed with delivery. Such timeline information and proposed dates shall include, but not necessarily be limited to: delivery, installation, acceptance testing, personnel, and other related completion dates, in accordance with the RFP specifications.

NOTE: The project must be completed and accepted within 120 days from the City Notice to Proceed.

Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities, and other available resources you offer for the project.

Additionally, the proposal should specifically address:
A. Who
B. What
C. When
D. Where
E. Why
F. How

4.2.5 References
Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFP. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Year the project was completed.
- Total cost of the project, estimated and actual.

Note: Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

4.2.6 Minority/Women (M/WBE) Participation
If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

4.2.7 Subcontractors
Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

4.2.8 Required Forms

A. Proposal Certification
Complete and attach the Proposal Certification provided herein.

B. Cost Proposal
Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

C. Non-Collusion Statement
This form is to be completed, if applicable, and inserted in this section.

D. Non-Discrimination Certification Form
This form is to be completed and inserted in this section.

E. Local Business Preference (LBP)
This form is to be completed, if applicable, and inserted in this section.

F. Disadvantaged Business Enterprise Preference (DBEP)
This form is to be completed, if applicable, and inserted in this section.

G. Contract Payment Method
This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

H. E-Verify Affirmation Statement
This form must be completed and returned with your proposal.

I. Affidavit of Compliance
This form must be completed, notarized, and returned with your proposal.

J. Anti-Human Trafficking Affidavit
This form must be completed, notarized, and returned with your proposal.

K. Sample Insurance Certificate
Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

L. W-9 for Proposing Firm
This form must be completed and returned with your proposal.

M. Active Status Page from Division of Corporations – Sunbiz.org
Provide PDF of current page with your proposal.

END OF SECTION

SECTION V – EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Bid/Proposal Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: Click Here. Tabulations of receipt of those parties responding to a formal solicitation may be found at: Click Here. Any interested party may call the Procurement Services Division at 954-828-5933, or email ProcurementSupport@fortlauderdale.gov, for more information.

5.1.2 Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be in attendance at scheduled evaluation meetings. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

5.1.3 The Committee may short list Proposals that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short-listed Proposers. The Evaluation Committee shall then re-score and re-rank the short-listed firms in accordance with the weighted criteria.

5.1.4 The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

5.1.5 The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

5.2 Evaluation Criteria

5.2.1 The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each Proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.2 Weighted Criteria

Approach to Scope of Work: Ability to Meet Objectives; Understands the Scope of the Project; Product Meets City's Objectives; Products Meets Requirements in RFP; software capabilities, report capabilities, public campaign and outreach awareness, software configuration Support /Services	50%
Experience and Qualifications: References; Past Performance; Years in Business	20%
Pricing: Clearly identify service costs to the customer associated with each transaction; **Vendor offering the lowest cost to the User to complete a transaction will be ranked No.1 for the Pricing Section of the weighted criteria.**	30%
TOTAL PERCENT AVAILABLE:	100%

5.3 Contract Award

The City reserves the right to award a contract to the Proposer who best serves the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.*End OF SECTION*

CITY OF FORT LAUDERDALE
GENERAL CONDITIONS

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

1.01 **BIDDER ADDRESS**: The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.

1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.03 **PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.04 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

1.05 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.

1.06 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.

1.07 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.

1.08 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

1.09 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than $1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.
WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 **MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**
It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and

procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 **SCRUTINIZED COMPANIES**

As a condition precedent to the effectiveness of this Agreement, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2023), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2023), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2023), as may be amended or revised.

1.12 **DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS**

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.
INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.
REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.
REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.
RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".
CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.
CONSULTANT – A firm providing professional services for the city.

2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten, or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

3.03 **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

3.04 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**

3.05 **WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.

3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

3.10 **LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.

3.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

3.15 **PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 **BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award

The complete protest ordinance may be found on the city's web site at the following url:
https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

4.01 **PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 **INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 **COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.

5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

5.15 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

5.16 **ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.

5.17 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.18 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

5.20 **PUBLIC RECORDS:**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, 954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.

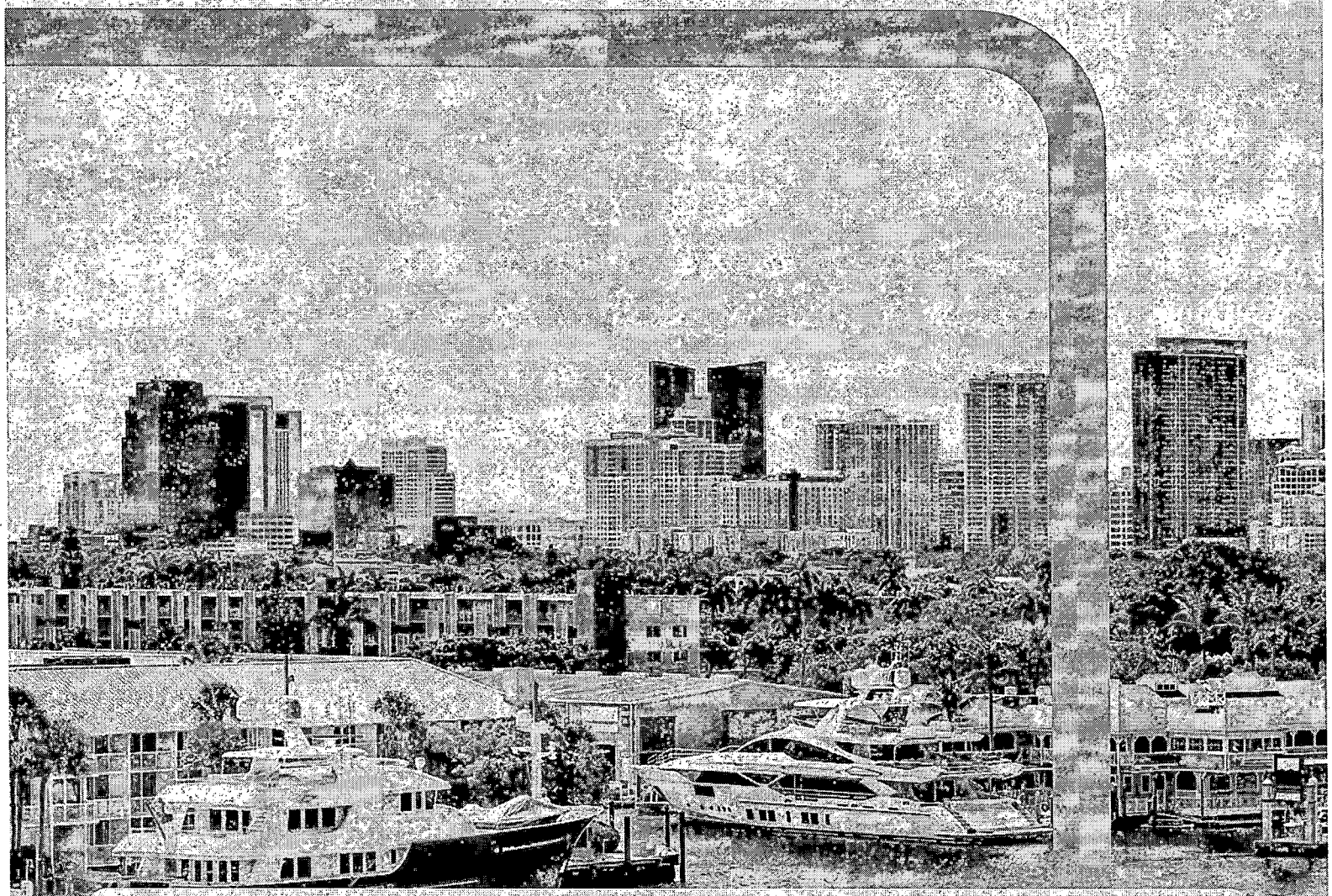
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, 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 City.

4. Upon completion of the Contract, 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 the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

EXHIBIT B

paybyphone®



Mobile Parking Payment Service

Reference Number:
Event #418

April 2nd, 2025 -
2:00 PM EST

Teresa Trussell, CAPP
Director of Client Success

Location
PayByPhone US Inc., c/o Corpay
3280 Peachtree Rd, Suite 2400
Atlanta, GA 30305, USA

Contact
Phone: 1 740 416 0948
Email: ttrussell@paybyphone.com

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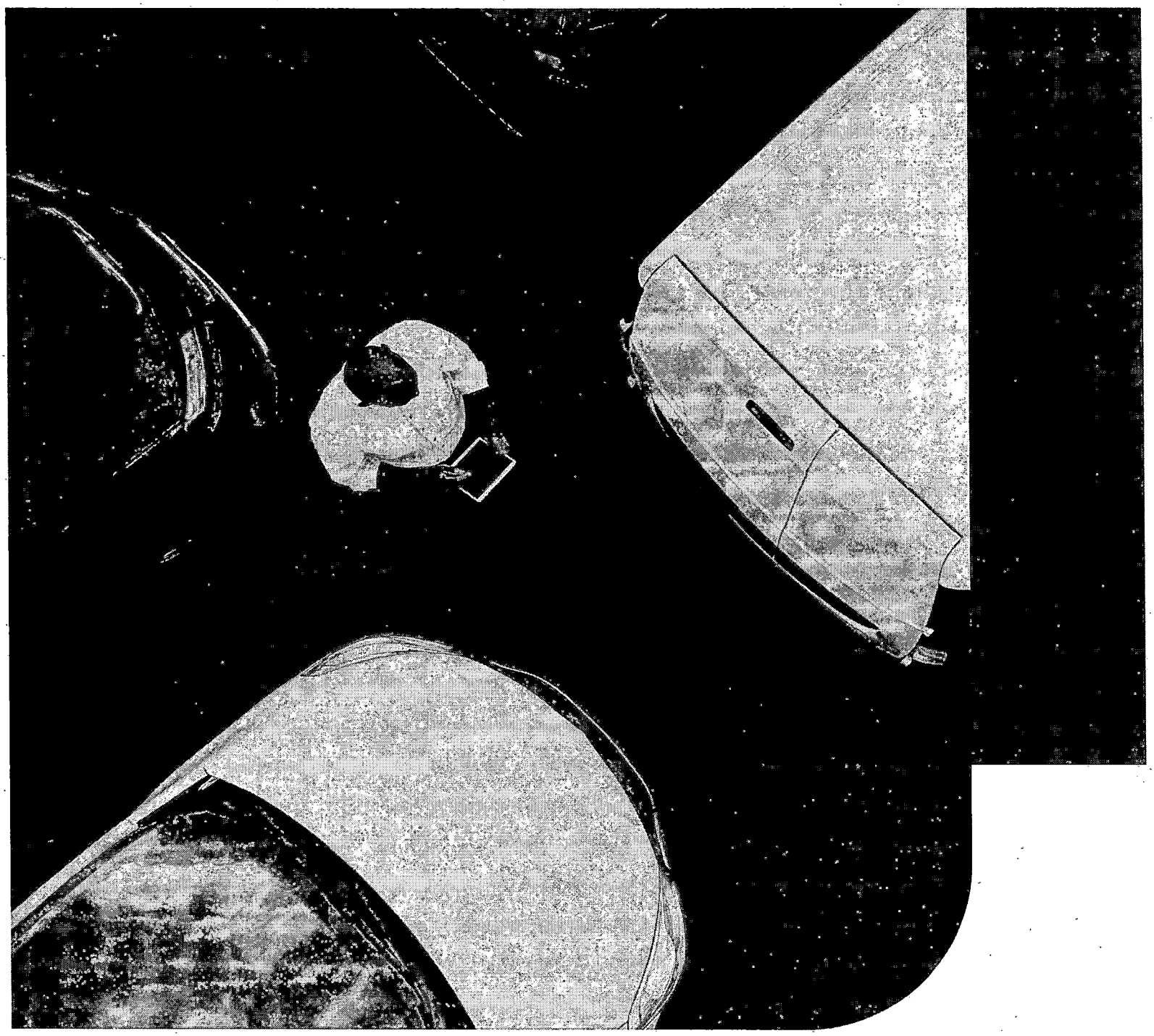
Confidentiality Statement

The information contained in this document is confidential, privileged, and only for the information of the intended recipient and may not be used, published, or redistributed without the prior written consent of PayByPhone.



Cover Letter

paybyphone

3280 Peachtree Rd, Suite 2400
Atlanta, GA – 30305
paybyphone.com

March 26, 2025

Kirk McDonald
Procurement Specialist
City of Fort Lauderdale, FL

Re: Mobile Parking Payment Service RFP Event #418

Dear Kirk,

PayByPhone is pleased to submit our proposal in response to the City of Fort Lauderdale's Request for Proposals mentioned above. As the City's current mobile payment provider of 16 years, we take pride in the trusted partnership we have built and the role we play in enhancing parking convenience and operational efficiency. Founded in 2000 PayByPhone is the largest and most successful single platform, mobile parking payments company in the world. We have over 102M users in thousands of locations globally with 3.1M users in the state of Florida alone. In 2024 alone, our platform successfully processed over 235.5M mobile payment transactions, reflecting our proven ability to support Fort Lauderdale's vibrant community and dynamic parking needs.

Highlighting a few key reasons PayByPhone is the best-continued choice for the City of Fort Lauderdale:

- Long-Term Partnership & Local User Base + Adoption:
  - Transaction Volumes - 237% increase over 10 years (909,141 in 2015 vs. 3,069,710 in 2024)
  - Active Users - 418% increase over 10 years (128,179 in 2015 vs. 664,515 in 2024)
  - Annual Throughput – 173% increase over 5 years ($5,667,509 in 2020 vs. $15,487,132 in 2024)
- 11 languages, including English, Spanish, and French
- PCI-DSS Compliance
- Customer-Centric Services
- Commitment to Future Innovations

We are excited about the City's plans to expand payment options including Text-to-Park services, which are available now with PayByPhone. Our solution is specifically designed to align with these goals, providing a secure, user-friendly mobile system that integrates seamlessly with existing enforcement technologies such as T2 and Genetec Our platform offers flexible rate programming capabilities, including the management of the City's six distinct resident and non-resident rate structures across 175 zone locations.

Security remains at the core of our services. Our adherence to PCI-DSS compliance ensures that every transaction is processed with the highest level of data protection, safeguarding sensitive customer information and mitigating the risks associated with data breaches. Additionally, we maintain SOC 2, Type II compliance, demonstrating our dedication to the most rigorous data security standards.

At PayByPhone, we place customer convenience at the forefront of our solutions. Our intuitive, multilingual mobile experience includes features such as real-time session cancellations, seamless parking extensions, and personalized services like resident rate identification and coupon code discounts. These features not only enhance the user experience but also support the City's commitment to providing accessible and efficient parking options.

Looking ahead, we remain committed to supporting Fort Lauderdale's Smart Parking initiatives. Our open API capabilities provide the ability to integrate with smart sensors, wayfinding displays, and future technologies, enabling the City to optimize occupancy predictability, reduce traffic congestion, and elevate the overall parking experience for residents and visitors alike.

We are enthusiastic about the opportunity to continue serving the City of Fort Lauderdale and look forward to contributing to its ongoing efforts to enhance mobility and customer satisfaction. Thank you for considering our proposal.

Sincerely,



Teresa Trussell, Director of Client Success
Tel: +1 740 416 0948
Email: ttrussell@paybyphone.com



Executive Summary

Executive Summary

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff, and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

With 25 years of experience, PayByPhone offers a robust and scalable platform, integrating effortlessly with industry-standard parking control and enforcement systems. The solution features multiple payment channels, real-time rate adjustments, automated transaction reporting, and strong third-party partnerships, ensuring efficiency and flexibility for clients. Operating as a SaaS model through AWS Canada, the platform meets the highest security standards, including PCI-DSS Level 1, and SOC 2 Type II certifications.

As a subsidiary of Corpay, PayByPhone continues to expand its reach, processing over 235.5 million global parking transactions in 2024 and serving 7.8 million drivers in the U.S. The platform boasts over 102 million user profiles, 1.6M+ 5-star app reviews, and availability in 11 languages. PayByPhone remains committed to innovation, compliance, and exceptional post-implementation support, making parking frictionless for cities, private operators, and drivers worldwide.

- **Business Entity:** PayByPhone US Inc. c/o Corpay
- **Business Background:** PayByPhone is a global leader in mobility payment solutions, specializing in creating seamless, frictionless parking experiences through innovative mobile and web technologies. Our SaaS cloud-based platform provides a scalable, trusted, and cost-effective solution for cities, municipalities, and private operators. With 25 years of expertise, PayByPhone delivers integrated mobile payment solutions that are both flexible and reliable.
- **Main Office(s):**
  - **Main Office:** Vancouver, Canada
  - **Address (The office that would service this contract):** 3280 Peachtree Road, Suite 2400, Atlanta, GA 30305, USA

The key team members supporting this project include:

- **Johny Combe, President & Chief Executive Officer (CEO)** – Provides overall leadership and strategic direction. *(Office Location: Canada)*
- **JP LeBlanc, Chief Technology Officer (CTO)** – Oversees technology strategy and innovation. *(Office Location: Canada)*
- **Anthony Cashel, Chief Operations Officer (COO)** – Leads operational efficiency and service delivery. *(Office Location: UK)*
- **Carmen Donnell, Managing Director, North America** – Provides strategic leadership and oversight for North American operations. *(Office Location: Canada)*
- **Teresa Trussell, Director of Client Success** – Ensures long-term client satisfaction and adoption growth. *(Office Location: US)*
- **Stephen Marbert, Account Manager** – Primary point of contact for client relations and ongoing support. *(Office Location: US)*
- **Cameron Sinclair,** Manager, Operations and Implementations, North America– Leads technical configurations and system integrations. *(Office Location: Canada)*

- **Nicole Tsakok, Client Success Onboarding Manager** – Manages the onboarding process, implementation, system setup, merchant account configurations, and training. *(Office Location: Canada)*
- **Jesse Wood, Senior Multimedia Designer** – Oversees branding, signage, and user engagement materials. *(Office Location: Canada)*

With this highly experienced team already in place and actively engaged with the City, PayByPhone ensures a continuity of service, efficient system transitions, and a commitment to exceeding the City's expectations for its parking payment ecosystem.

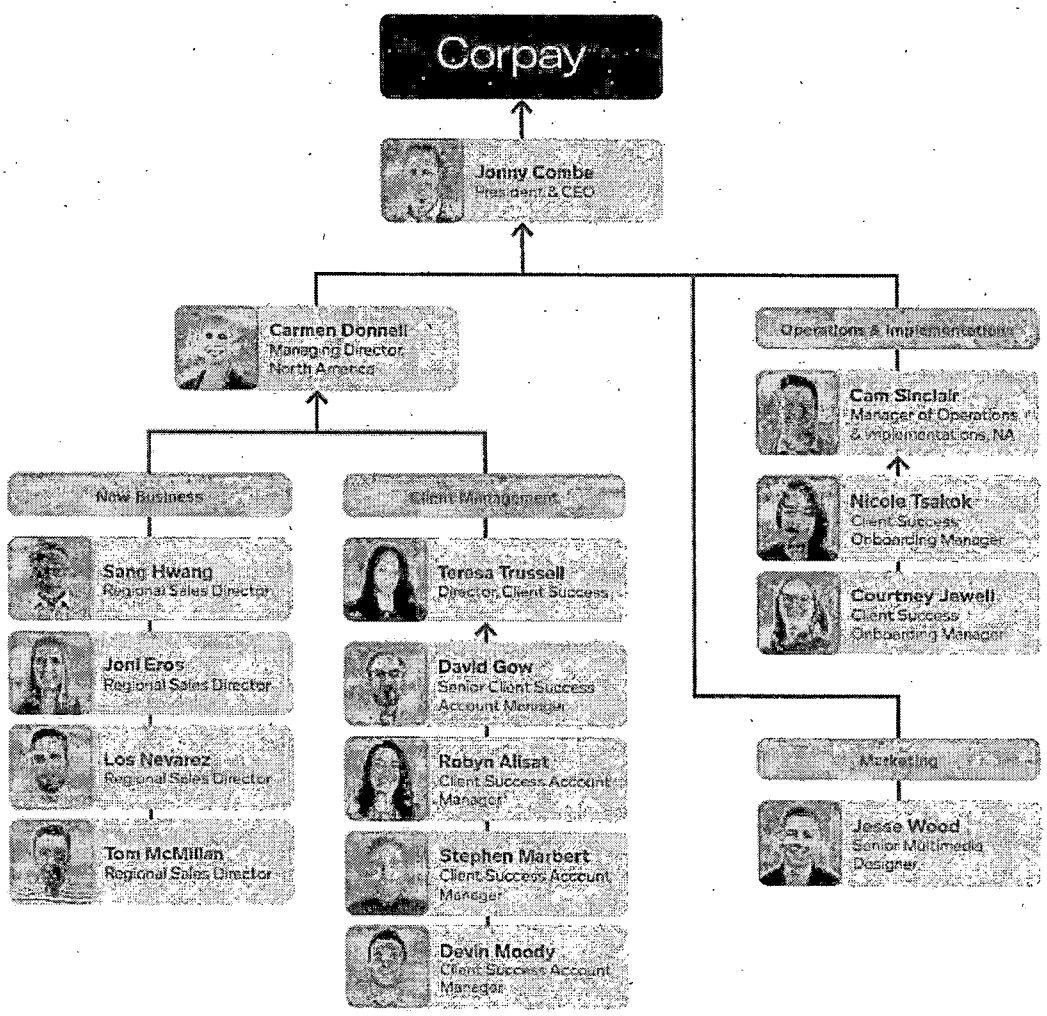


Figure 1 - Organizational Chart

Below is a summary of the key items requested of PayByPhone within the RFP:

Project Objective:

- The City of Fort Lauderdale seeks qualified providers to design, implement, support, and maintain a secure, web-based Mobile Parking Payment Service (MPPS).
- The service should enhance customer experience by offering Pay-By-Phone and Pay-By-Text App Services, integrating with existing Pay-by-plate systems.

Scope of Services:

- Provide a turnkey solution that allows for:
  - Payment for specific parking times and locations.
  - Integration with current and future Parking Enforcement software/hardware (T2 and Genetec).
  - Real-time data sharing for 24/7 enforcement with minimal keystrokes.
  - Validation and discount capabilities, including for residents.

Key Goals:

- Maximize customer convenience and add flexible payment options.
- Deliver real-time enforcement data with minimal lag.
- Support demand-based pricing and multiple user rates (resident vs. non-resident).
- Seamlessly integrate transactional data with the City's ecosystem.

Minimum Qualifications:

- At least 5 years of experience in mobile metered parking payments.
- Provide services in at least five municipalities, each with 3,000+ spaces.
- Must not have had service termination for cause in the last 5 years.

Technical Requirements:

- System must be:
  - PCI-DSS compliant with 99.9% uptime.
  - Compatible with major credit cards, Apple Pay, Android Pay, and multiple web browsers.
  - Equipped for real-time API data transfer and adaptable to Microsoft SQL Server environments.

Customer Service Expectations:

- 24/7 support (English, Spanish, and French).
- User-friendly mobile applications with features like session cancellation, time extensions, and virtual receipts.
- Ability to input validation codes and manage resident discounts.

Reporting & Administration:

- Provide real-time, exportable reports on revenue, utilization, and transactional data.
- Include administrative training, support documentation, and intuitive back-end systems for City staff.

Smart Parking Integration:

- Future integration with the City's smart parking initiatives, including sensors and cameras.
- Capability to transmit transactional data via an open API for occupancy predictability.

Project Management:

- Appoint key personnel, including a Project Manager and Data Security Manager.
- Conduct a kick-off meeting, develop a comprehensive project plan, and participate in outreach and marketing efforts.

Proposal Submission Details:

- Electronic submissions only via the City's online platform.
- Pre-proposal conference: March 4, 2025.

The proposal must remain valid for 120 days post-submission.



Experience and Qualifications

Experience and Qualifications

Indicate the firm's number of years of experience in providing professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

PayByPhone is a global leader in mobility payment solutions, dedicated to creating a seamless, frictionless parking experience through mobile and web technologies. With 25 years of expertise in the industry, PayByPhone has developed an industry-leading mobile payment platform that offers trusted, scalable, and cost-effective solutions for cities, municipalities, and private operators.

Below is a brief overview of our journey and key milestones:

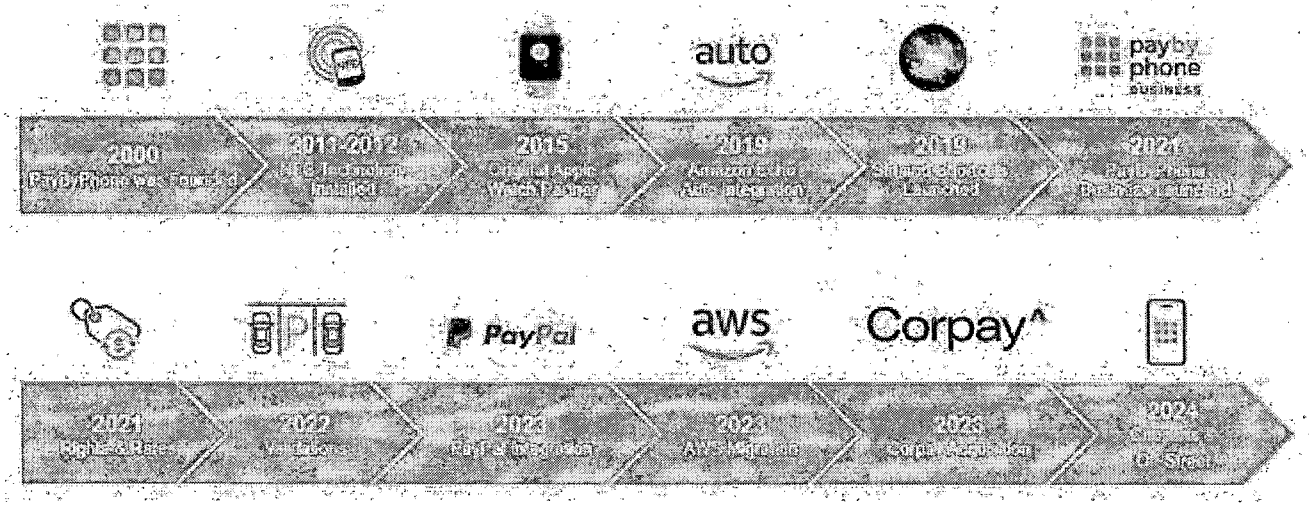


Figure 2 - PayByPhone's Timeline

Experience and Past Projects

PayByPhone has been providing innovative parking solutions since 2000, with significant experience working with agencies of various sizes and scopes. We have successfully implemented mobile parking solutions for over 1,400 cities across six countries, including major urban centers like San Francisco, Seattle, Vancouver, Miami, City of Miami Beach, Paris, and London. Further to this, PayByPhone has been a long-time partner with the City of Fort Lauderdale as the City's mobile payment provider. In 2024 alone, PayByPhone processed over 235.5 million transactions globally, serving more than 102 million users.

PayByPhone also has a well-established relationship with the City of Fort Lauderdale, serving as its mobile parking payment provider since September 2009. Our dedicated project team is actively engaged with the City, providing ongoing support, system enhancements, and operational guidance. This long-standing partnership ensures a smooth transition into new service phases, backed by a team that understands the City's unique parking environment, policies, and operational goals.

Our platform's flexibility and scalability allow for seamless integration with a wide range of parking control and enforcement systems, such as T2, Genetec, and others, ensuring that we can meet the time and budget requirements of our clients.

Why PayByPhone?

- **Proven Experience** – 25 years of expertise integrating with various parking control and enforcement systems.
- **Global Reach** – Operating in 1,400+ cities across 6 countries, including San Francisco, Seattle, Vancouver, Miami, Paris, and London.
- **High User Engagement** – Over 102 million global users and 235.5 million transactions in 2024 alone.
- **High User Ratings** – Over 1.6 million 5-star app reviews globally, reflecting a consistently excellent user experience.
- **Seamless User Experience** – Supports multiple payment channels (app, web, phone, credit card, Apple Pay, Google Pay, PayPal) with an intuitive, multilingual interface (11 languages).
- **Scalability & Flexibility** – Our platform allows real-time rate adjustments without downtime, adapting to dynamic pricing models.
- **Smart & Flexible Integration** – Supports automation-driven parking management solutions, including seamless integration with T2, Genetec, and other enforcement systems.
- **Data-Driven Insights** – Automated financial reporting and real-time transaction data for enhanced enforcement efficiency.
- **Security & Compliance** – PCI-DSS Level 1, and SOC 2 Type II certified, ensuring secure transactions, robust data protection, and compliance with industry-leading security standards.
- **Marketing & Branding Support** – Ongoing advertising and promotional assistance to boost adoption rates. **Environmental Sustainability** – Committed to reducing environmental impact through green initiatives, including carbon offset programs and eco-friendly mobility solutions.

US Coverage

PayByPhone has achieved significant growth in the US, processing over 53.5 million transactions in 2024 and serving 7.8 million active users nationwide.

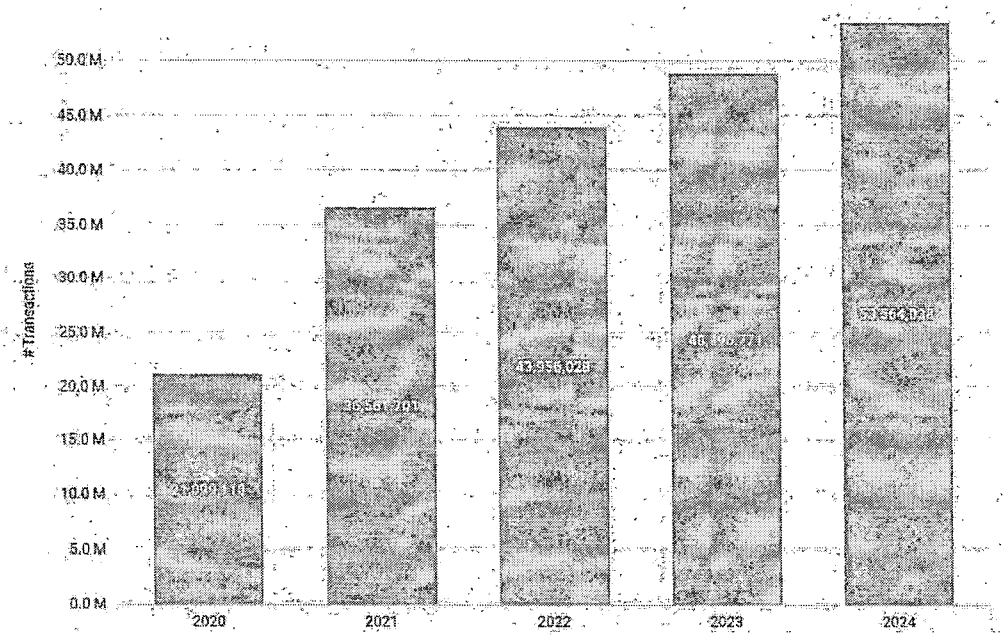


Figure 3 - Transaction Volumes in the US (Past 5 Years)

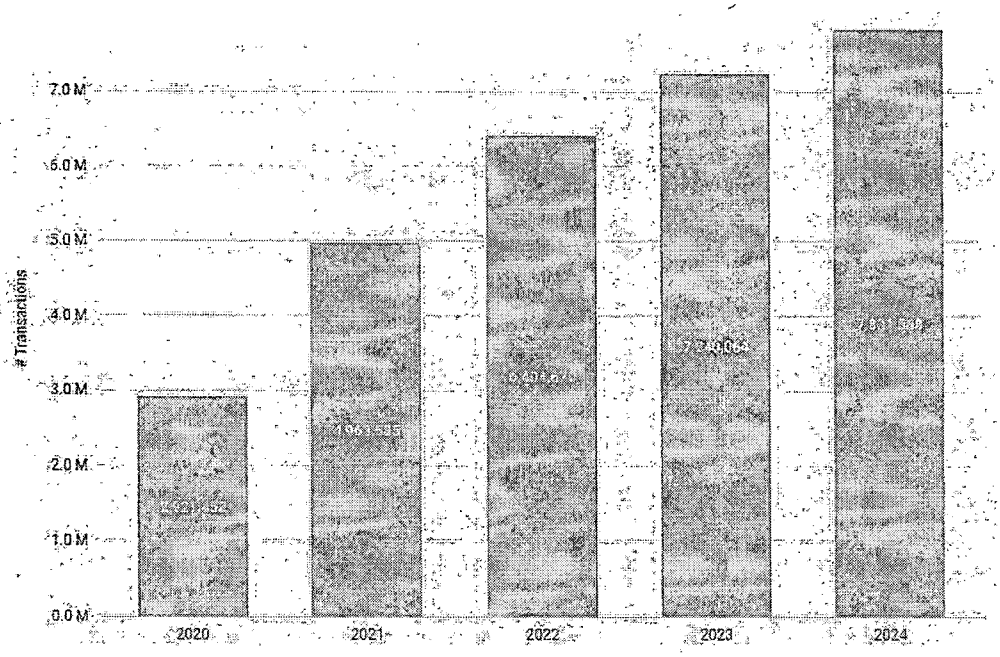


Figure 4 - Active Users' Volumes in the US (Past 5 Years)

Sustainability Initiatives

PayByPhone is deeply committed to sustainable business practices that not only support our customers but also contribute to environmental conservation and a greener future. Below are key initiatives that reflect this commitment:

- **Digital-First Approach:** Our cloud-based Software-as-a-Service (SaaS) platform eliminates the need for physical parking meters, significantly reducing hardware production, installation, and maintenance. This reduces energy consumption and waste, contributing to a more sustainable urban infrastructure.
- **Meters for Trees Initiative:** We encourage the replacement of outdated parking hardware with mobile payments. For every ten decommissioned parking meters, PayByPhone plants a tree and offsets one time of CO_2 emissions through a Verified Carbon Standard (VCS) project. This initiative has been successful in the UK and is expanding to North America in 2025.
- **Emit-less Program:** We offer differential rates for high-polluting vehicles and electric vehicles (EVs), encouraging environmentally friendly choices and supporting the transition to greener urban mobility.
- **Reducing Paper Waste:** Mobile Payments has moved traditional operations from paper tickets and receipts to digital transactions and e-receipts, significantly reducing paper waste and the environmental impact of parking operations.
- **Donate Your Device Initiative:** Our campaign encourages customers to donate unused IT devices to local schools, charities, and community groups, reducing electronic waste and promoting digital inclusion.

Company Information

Business Structure: Corporation (PayByPhone US Inc. c/o Corpay)
Company Address: 3280 Peachtree Road, Suite 2400, Atlanta, GA 30305, USA
Website: www.paybyphone.com
Fax: 1 866 286 5401
Contact Person: Teresa Trussell, Director of Client Success
Phone: +1 740 416 0948
E-Mail: ttrussell@paybyphone.com
Year Founded: 2000
Total Employees: 270

Firm's Size and Capabilities

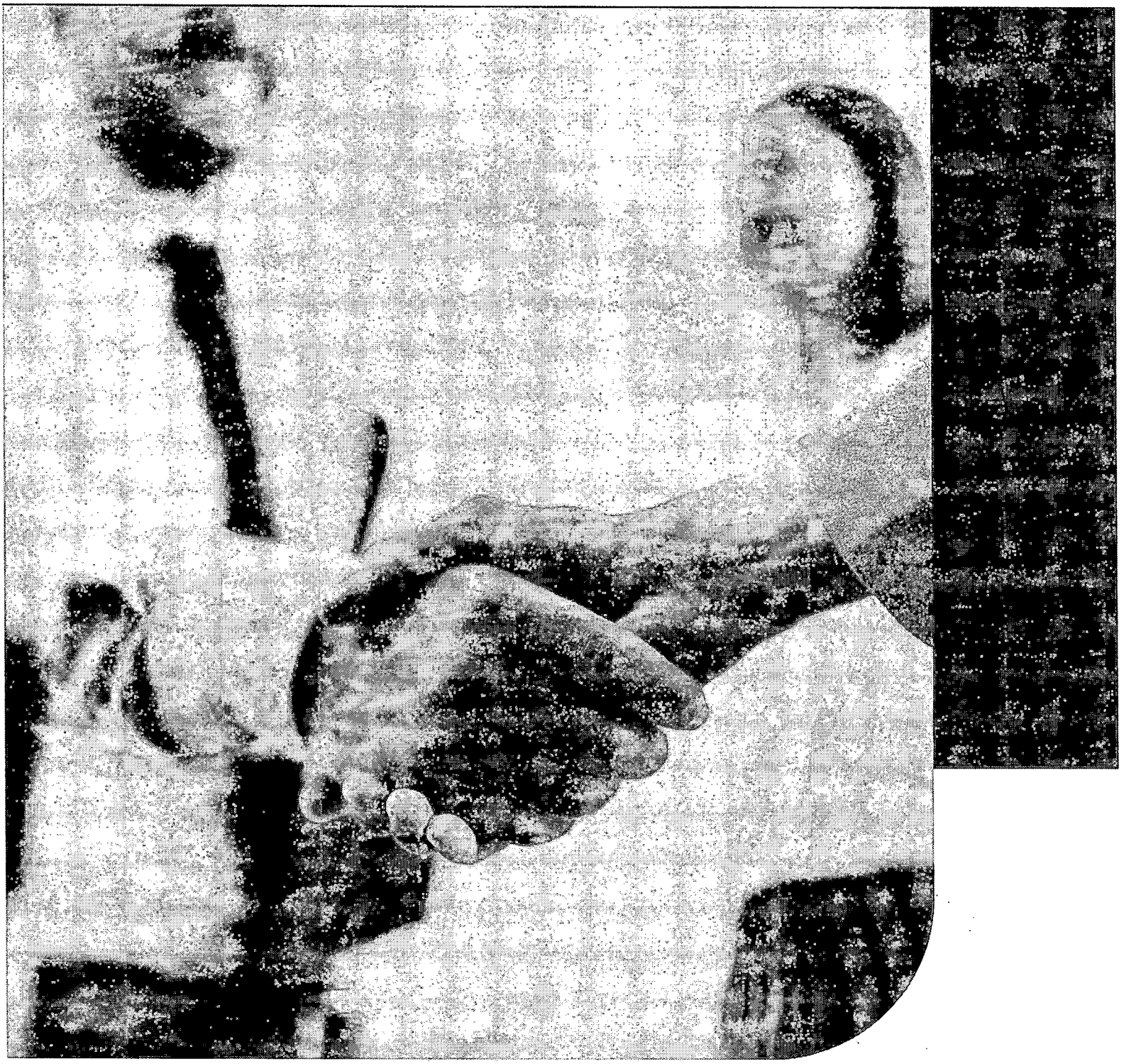
PayByPhone employs over 270 professionals across technical, operational, and support staff, with a robust management team dedicated to driving innovation and customer satisfaction. We are fully licensed and registered in the State of Florida, and we bring extensive experience to every project, ensuring we can meet and exceed the expectations of the City of Fort Lauderdale. For your reference, the official registration document from Sunbiz.org is included in the attached file, under the section 'Required Forms – M. Active Status Page from Division of Corporations.'

Licenses

- Sunbiz Florida Registration – PayByPhone is registered as a legal entity in the state of Florida as required within this RFP.
- PCI-DSS Level 1 Certification
- SOC 2, Type II Report

Timing & Budget Commitment

PayByPhone promises uninterrupted service in Fort Lauderdale. We will meet all deadlines and complete additional work within 120 days or less. We will also adhere to the budget commitments.



Approach to Scope of Work

Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas, and methodology. Describe your proposed approach to the project.

As a part of the response, a design plan and diagram(s) shall be presented to the City for approval.

The Proposer shall also propose a scheduling methodology (timeline) for effectively managing and executing the work in the optimum time. The delivery time shall be stated in calendar days from the date of City notification of award or notice to proceed with delivery. Such timeline information and proposed dates shall include, but not necessarily be limited to: delivery, installation, acceptance testing, personnel, and other related completion dates, in accordance with the RFP specifications.

NOTE: The project must be completed and accepted within 120 days from the City Notice to Proceed.

Also, provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities, and other available resources you offer for the project.

Additionally, the proposal should specifically address:

A. Who

B. What

C. When

D. Where

E. Why

F. How

Understanding of the City's Needs, Goals, and Objectives

The City of Fort Lauderdale seeks to enhance its parking operations by providing a secure, web-based Mobile Parking Payment Service (MPPS) that delivers convenient, reliable, and customer-friendly payment options. The City's primary objective is to expand its existing Pay-by-plate system by integrating Pay-By-Phone and Pay-By-Text App Services, thereby improving customer satisfaction and streamlining parking management.

Key goals and objectives include:

- Seamless integration with current and future enforcement systems (e.g., T2 and Genetec).
- Real-time data sharing for 24/7 enforcement with minimal lag.
- Flexible demand-based pricing and the ability to differentiate rates between resident and non-resident users.
- Providing validation and discount capabilities tailored to residents and special user groups.
- Scalability to support future smart parking initiatives involving sensors and occupancy data.

PayByPhone's Vision, Ideas, and Methodology

As the City's current provider, PayByPhone has an in-depth understanding of Fort Lauderdale's parking ecosystem. Our vision is to continue providing a frictionless parking experience that supports the City's mobility goals without requiring any system downtime or additional setup.

Key Elements of Our Approach:

- **Zero Set-Up Requirement:**
    - Our existing infrastructure allows for immediate continuation of service without disruptions.

- No additional integrations or configurations are necessary, saving time and resources.

- **Seamless Integration:**
  - Our API-based real-time data feeds ensure instant synchronization with the City's enforcement systems.
  - We will continue providing 99.9% uptime, ensuring reliable access for both customers and enforcement personnel.
- **Customer-Centric Experience:**
  - User-friendly mobile applications supporting multiple payment options, including Apple Pay and Google Pay.
  - Bilingual customer support is available 24/7/365 to serve Fort Lauderdale's diverse population.
  - Features such as session extension, cancellation, and virtual receipts for optimal convenience.
- **Tailored Rate Management:**
  - Flexible pricing configurations for up to six distinct rate structures to accommodate the City's resident and non-resident tiers.
  - Validation code management to support discounts and special events, with real-time control and reporting.
- **Smart Parking Readiness:**
  - Open API architecture ensures future compatibility with smart parking sensors, cameras, and wayfinding displays.
  - Our solution will support predictive occupancy analytics, enabling the City to optimize space utilization.
- **Robust Reporting & Analytics:**
  - Comprehensive reporting tools offering insights into revenue, utilization, and customer behavior.
  - Administrative dashboards providing real-time transaction data, customizable reports, and seamless export options.

Proposed Methodology & Execution Plan

Given our existing relationship with the City, PayByPhone will:

- Continue uninterrupted service with no additional implementation time required.
- Provide dedicated account management and project oversight, ensuring a smooth operational experience.
- Collaborate closely with City stakeholders on future initiatives, including smart parking ecosystems and data-driven optimizations.
- Offer ongoing marketing support, including customized outreach materials and training sessions to promote adoption and satisfaction.

PayByPhone agrees with the City's requirement to complete and execute the project within 120 days of contract execution. As the City's current provider, this would include our commitment to executing a renewal within this time frame should we be selected.

PayByPhone's current workload and project resources addressing: a. Who b. What c. When d. Where e. Why f. How

PayByPhone's structure is uniquely set up to support onboarding and existing clients via a multi-team approach. The Implementation & Support Services Manager oversees the onboarding and support team. This team of (3) is responsible for ensuring a smooth onboarding and integration setup in preparation for go-live. As the City's current provider, there would not be an onboarding process unless the City chooses to implement changes as part of this RFP, which our onboarding team is ready to support. In tandem, the assigned Account Manager for the City attends onboarding meetings. The City's dedicated Account Manager's role is to serve as the City's primary point of contact beyond the onboarding process to ensure success and continued growth. Routine meetings and communication are crucial to the success of this partnership. The Director of Client Success and the Operations Manager supports both the Account Management and Implementation teams through all processes outlined above—including routine client

management activities.

PayByPhone's structure is set up to manage multiple clients successfully, and this includes the City of Fort Lauderdale. As the incumbent provider, our workload would be significantly less than an incoming provider; however, should the City choose to implement changes, we are prepared to support in any way, shape, or form. This includes working directly with another incoming provider to coordinate signage needs and location matching.

In addition to the above-mentioned teams, the City is also supported by PayByPhone's product management and information and security teams. Together, we collaborate to provide technology and resources required by the city to ensure we are delivering as expected. PayByPhone's technological capabilities, including a scalable cloud-based platform and seamless integrations with third-party enforcement systems, provide a robust foundation for ensuring successful project delivery.

- **Who** — PayByPhone
  What — Mobile Parking Payment Service (MPPS) that delivers convenient, reliable, and customer-friendly payment options.
- **When** — Full go-live within 120 days of contract execution (note—PayByPhone is the incumbent and already live in the City—thus the City will continue to receive services while a renewal is being negotiated)
- **Where** — We fully support the City of Fort Lauderdale as a fully remote team available Monday to Friday from 8 am to 5 pm EST.
- **Why** — To provide mobile payment services to the City of Fort Lauderdale as a convenient, and user-friendly payment option.
- **How** — As the City's existing mobile payment provider, we have already set up all necessary integrations and users are already enjoying the convenience of our services in the City of Fort Lauderdale. However, should the City wish to adjust integrations, PayByPhone stands at-ready to support while continuing to provide the services the City has come to expect during our partnership.

Should the City require a visual of PayByPhone's execution plan as if we were not the current incumbent, this is also shared below.

Implementation Process & Timeline

PayByPhone follows a structured, proven implementation approach to ensure a seamless and efficient deployment for the City of Fort Lauderdale. As an existing client since 2009, the City benefits from an experienced implementation team already familiar with its parking operations, which ensures a streamlined transition with minimal disruption.

The implementation process typically spans 6-8 weeks for a new client, depending on system configurations and City resource availability. Your dedicated Account Manager, Stephen Marbert, will work closely with our Implementation Team, Nicole Tsakok and Cam Sinclair. Each will play an intricate role in the deployment of any new features/requests the City might have. Your account manager, Stephen, will ensure that all milestones are met and are on schedule.

Below, we have listed key workstreams and milestones associated with new client onboarding for your consideration. As your incumbent provider, this process has already been completed for the City. Specific dates are not included, as they would depend on the official start date.

Design Plan Diagram

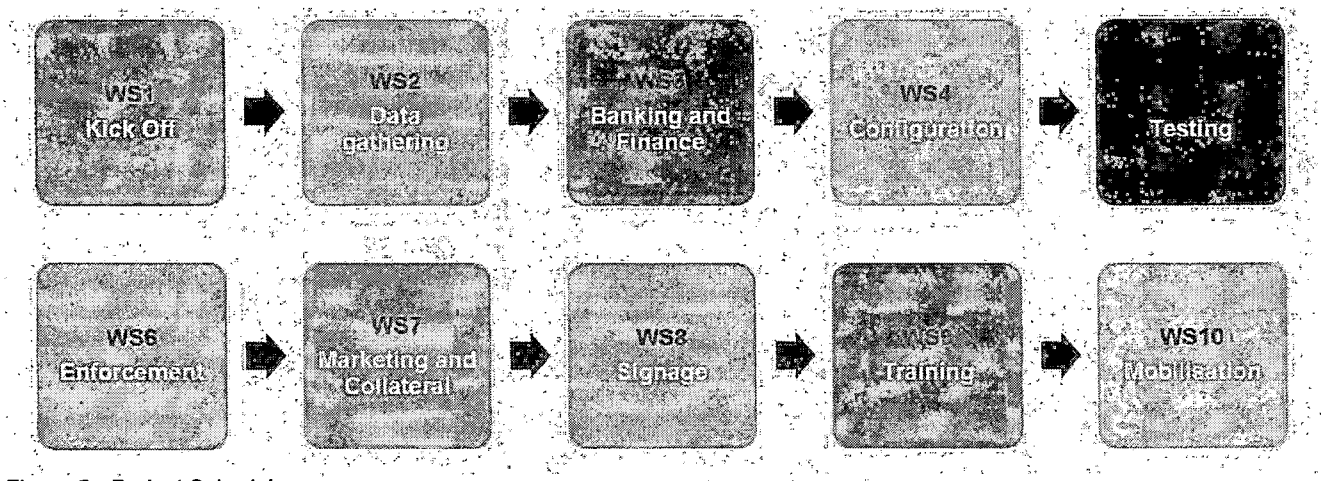


Figure 5 - Project Schedule

Scheduling Methodology

1. **Project Kick-Off Meeting (Week 1)**
   - Align on project scope, key stakeholders, and target launch date.
   - Review contracts, legal requirements, marketing, and reporting needs.

2. **Data Gathering & Onboarding Workbook (Week 2-3)**
   - Collect parking portfolio details, rate structures, operational contacts, and enforcement requirements.
   - Document all information in a centralized workbook for tracking and approvals.

3. **Financial Setup (Week 3-4)**
   - Configure merchant accounts, process test payments, and confirm invoicing and remittance requirements.

4. **System Configuration (Week 4-5)**
   - Load all rate structures, location data, and special operating rules into the system.
   - Ensure compliance with City policies and integrate necessary adjustments.

5. **Acceptance Testing & Quality Assurance (Week 5-6)**
   - Perform internal validation, including rate engine checks, app functionality, and payment channel testing.
   - City stakeholders conduct User Acceptance Testing (UAT) before final approval.

6. **Enforcement Integration (Week 5-6)**
   - Establish and test enforcement links with license plate recognition (LPR) systems and handheld enforcement devices.
   - Ensure real-time data transmission between PayByPhone and enforcement tools.

7. **Marketing & Public Awareness (Week 6)**
   - Develop a comprehensive Marketing & Communications Plan, including signage updates, public outreach materials, and social media campaigns.
   - Ensure all communications align with Fort Lauderdale's branding and parking policies.

8. **Signage Review & Installation (Week 6-7)**
   - Confirm signage requirements, installation timelines, and compliance with City design standards.

9. **Training & Knowledge Transfer (Week 7-8)**
    - Conduct training sessions for City staff, enforcement officers, and customer support teams.
    - Provide ongoing training as needed for new system features and updates.

10. **Go-Live Delivery & Post-Launch Support (Week 8+)**
    - Final system validation, marketing rollouts, and real-time monitoring of transaction data.
    - Continuous post-launch support, feedback collection, and performance optimization.

Technological Capabilities and Resources

PayByPhone's platform is built to scale and adapt to changing needs, ensuring continued success for the City. Our cloud-based system enables real-time data management, ensuring quick and seamless integrations with enforcement systems. PayByPhone also supports cross-platform compatibility, mobile payment processing, and provides detailed data analytics that enhance operational efficiency.

Requirements Document & Work Breakdown Structure (WBS)

A copy of this workbook is attached as Appendix 1 for review. The document is typically shared with clients in Excel format, with each section organized as a separate tab. However, for ease of sharing, it has been converted to a PDF. This document outlines:

- **City-specific operational needs**, including rate structures, parking zone configurations, and financial reconciliation processes.
- **Technical integration specifications**, ensuring smooth API connections with enforcement systems.
- **Reporting and data management expectations**, enabling real-time transaction insights.



Goals of the RFP

Goals of the RFP

a) Select firm with expertise in providing turn-key pay-by-phone parking services, particularly in pay-by-plate environments, that fits the City's needs.

PayByPhone has over two decades of experience providing turn-key mobile payment solutions for the U.S. and global parking industry. Since our inception in 2000, we have expanded to serve some of the largest municipalities worldwide, including San Francisco, Seattle, Vancouver, Miami, the City of Miami Beach, Paris, and London.

As Fort Lauderdale's trusted mobile payment provider for 16 years, we bring deep expertise in pay-by-plate environments, aligning perfectly with the City's needs. We are the app that Fort Lauderdale drivers already know and use, ensuring a seamless, uninterrupted parking experience.

Turn-Key Implementation & Seamless Transition

- **No Service Interruption** – As the City's current provider, awarding PayByPhone ensures continuity in service, eliminating disruption for drivers.
- **Fully Compliant Pay-by-Plate System** – Our platform meets all City requirements, supporting Fort Lauderdale's pay-by-plate parking model while integrating seamlessly with enforcement and payment systems.
- **Proven Municipal Expertise** – With thousands of successful implementations, we have a proven track record in delivering turn-key mobile payment solutions tailored to municipal needs.

With PayByPhone's expertise, existing infrastructure, and seamless pay-by-plate compatibility, Fort Lauderdale benefits from a trusted, fully integrated mobile parking solution with zero downtime and effortless continuity.

b) To implement a full Mobile Parking Payment Service that allows customers to pay for a specific period of parking time at a specific location, at a specific rate in a pay-by-plate environment.

PayByPhone complies. PayByPhone's mobile payment solution fully supports a pay-by-plate environment, allowing customers to pay for a specific period of parking time at a designated location and at the applicable rate set for that location. Our system ensures seamless enforcement integration, real-time transaction processing, and a frictionless user experience for both drivers and City administrators.

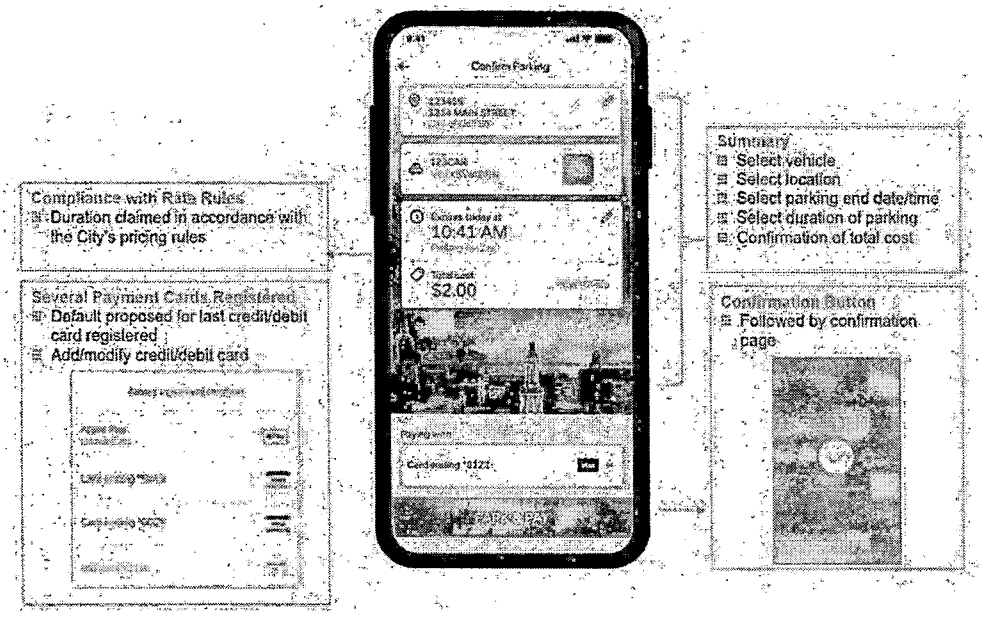


Figure 6 - Pay by Plate

c) To connect and integrate the Mobile Parking Payment Service with all existing and future Parking Enforcement software and hardware.

PayByPhone complies. PayByPhone's mobile payment solution seamlessly connects and integrates with a wide range of enforcement providers, including Fort Lauderdale's current vendors, **T2 and Genetec**. Our open API architecture allows integration with any enforcement provider that also supports an open API and is willing to integrate.



Figure 7 - Integration Partners

We are committed to supporting all existing and future parking enforcement integration needs, ensuring real-time data synchronization, accurate enforcement, and long-term system compatibility for the City.

d) Obtain quality programs to maximize customer convenience and add considerable parking options.

PayByPhone complies. PayByPhone delivers a high-quality, customer-focused mobile parking solution designed to maximize convenience and provide flexible parking options for the City of Fort Lauderdale. Our platform enhances the user experience by offering multiple payment methods, real-time transaction management, and seamless integration with enforcement and City systems.

Please see below for a list of features and services available to maximize customer convenience and add options for drivers.

Rights and Rates

Please see our full description of our Rights and Rates feature below in our response to question "f" in the "Goals of the RFP" section.

Rates Engine

Please see the full description of our Rates Engine feature below in our response to question "g" in the "Goals of the RFP" section.

Coupon Management Solutions

Please see our full description of our Coupon Management Solution below in our response to question "f" in the "Goals of the RFP" section.

Future Roadmap and CVP

In 2023, PayByPhone was acquired by Corpay, a global leader in payment platforms. Corpay's vision for PayByPhone extends beyond parking, aiming to transform it into a comprehensive mobility payment solution that provides users with multiple payment options for various transportation-related expenses.

As part of this vision, Consumer Vehicle Payments (CVP) has already been successfully launched in select markets and is set to debut in North America in 2025. This expansion will enable PayByPhone users to conveniently manage their vehicle-related expenses through a single, unified platform.

One of the key enhancements on the PayByPhone roadmap is the development of a seamless toll payment system. This feature will allow users to pay for toll roads, bridges, tunnels, and congestion zones directly through the PayByPhone app. To enhance compliance and user convenience, the app will also provide automated payment reminders, ensuring that users are notified of upcoming toll charges before their due dates and helping them avoid late fees and penalties.

By integrating these new functionalities, PayByPhone—under Corpay's leadership—is evolving into a holistic mobility payment platform, making everyday travel simpler, more efficient, and hassle-free for users worldwide.

Registration By Smartphone/App

Smartphone/mobile web registration is quick and easy.

- Phone number/email, create a password, agree to the Terms, and register
- Social login options (Apple/Google/Facebook)
- Guest Accounts (no registration required)

When a driver registers, dynamic account pages are automatically set up and can be accessed via the login page of our websites (e.g., Consumer/Mobile Web), mobile apps, or social media (e.g., Facebook/Apple ID).

Registered Users: Once registered, drivers can use our app at any PayByPhone location and easily extend parking time. The PayByPhone service remembers login details, so drivers don't need to enter their credentials again. Once registered to pay for parking, the driver simply enters their location code, parking duration, vehicle details, and payment method.

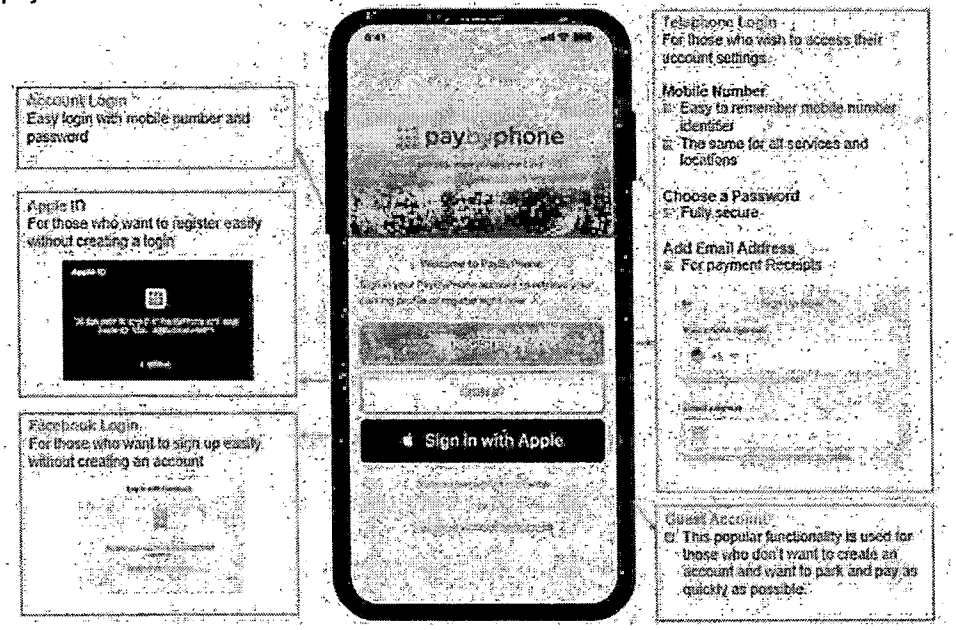


Figure 8 – Registration

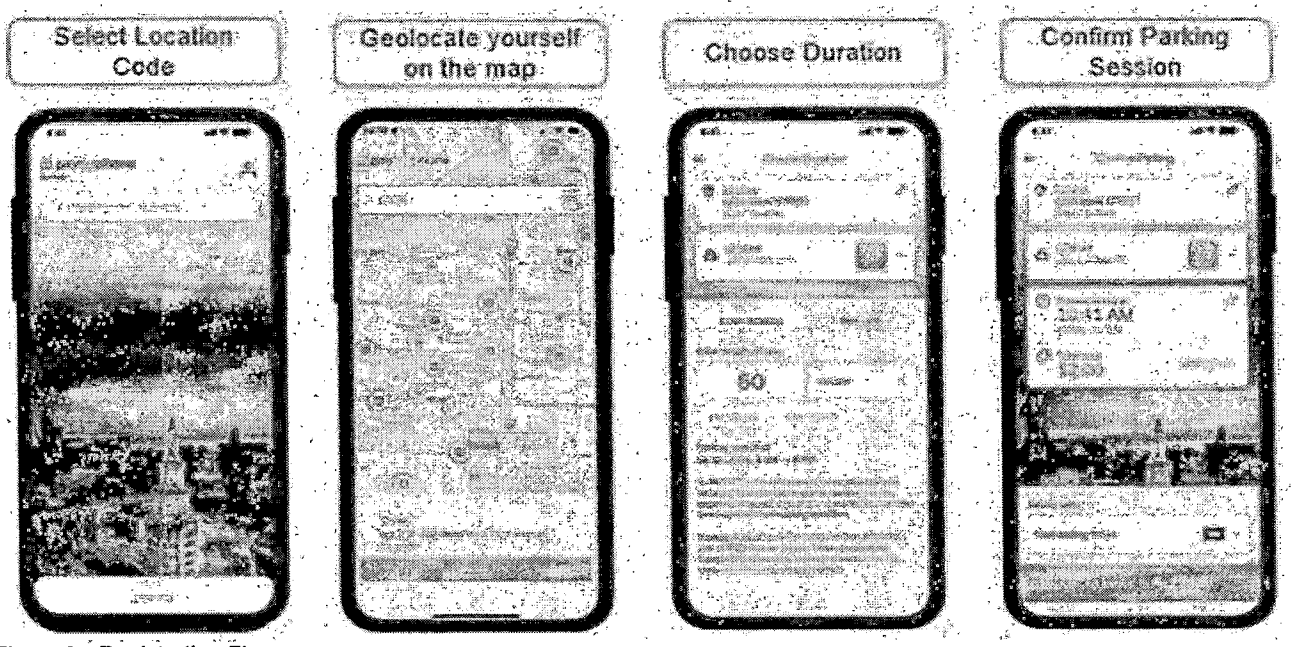


Figure 9 - Registration Flow

Guest parking: This appealing feature enables a driver to use the app without creating an account. Once the driver's parking session has expired, their details are automatically removed from the PayByPhone database.

Registration via Apple/Android Sign In: For a much faster onboarding app experience, drivers can use Apple/Android Sign In to register and log into the PayByPhone app. Apple/Android Sign In enables drivers on the iOS/Android platform to register a new PayByPhone account or log into an existing account using their Apple/Android

ID credentials and biometric authentication on iOS/Android (Face ID and Touch ID). This means the driver isn't required to enter an email address and create a password.

Registration via Social Media: PayByPhone's Social Media Login feature is a different way to authenticate. It enables drivers to register and log into their PayByPhone account using their Facebook credentials. Besides the frictionless experience of interacting with our app, it's another way to sign into PayByPhone without having to remember an additional username and password combination.

Registration By Web: The functionality of the PayByPhone website mirrors the processes shown for mobile apps to ensure a consistent experience.

Registered Drivers: Once registered, the PayByPhone service remembers login details, so the driver does not need to enter their credentials again. Once registered to pay for parking, the driver simply enters their location code, parking duration, vehicle details, and payment method.

Registration via Interactive Voice Recognition (IVR)

PayByPhone provides a fully PCI-compliant Interactive Voice Recognition (IVR) service for drivers to register and pay for parking. Our IVR service automatically differentiates/identifies first-time callers (using their mobile number), callers who have previously used the service, and callers who have a current parking session in progress. First-time drivers are automatically rerouted to the registration process. Registered drivers are fast-tracked to the payment process. At all times during the call, the driver can choose to be transferred to a live agent 24/7.

Registration via Live Agent

Part of what makes PayByPhone a successful adoption story – and sets us apart from our competitors – is access to our 24-hour customer support service. This complimentary service (utilizing a local rate telephone number) connects the driver to a live agent who can set them up with a PayByPhone account should they experience any issues doing so themselves. The customer support line also addresses questions and escalates technical queries.

Our Live Agents can set up new accounts, start/end parking sessions, add/remove vehicles, and add/remove payment methods on a driver's behalf. The call center is fully PCI compliant, and assistance can be provided in English, Spanish, and French.

Payment Methods

PayByPhone offers a variety of payment methods and accepts all major and emerging payment options, including Mastercard, Visa (debit and credit), American Express, Discover (all credit or debit cards), Apple Pay, Google Pay, and PayPal. *For more details, please refer to our response to question "g" in the "Customer Service" section.*

Nearby Locations and Maps: Maps are a great way to visually understand parking at a local level, encourage driver adoption of digital parking, and reduce traffic by empowering drivers to plan for parking ahead of time.

Maps enable drivers to find the correct location number instead of rushing back to their vehicle. When location services are turned on, drivers can visualize parking locations around them or wherever PayByPhone is available. Drivers can also interact with the map to stay informed of hours, restrictions, and accepted payment methods. Combined with Nearby Parking, Recent, and Favorite locations, PayByPhone makes it easier than ever to park.

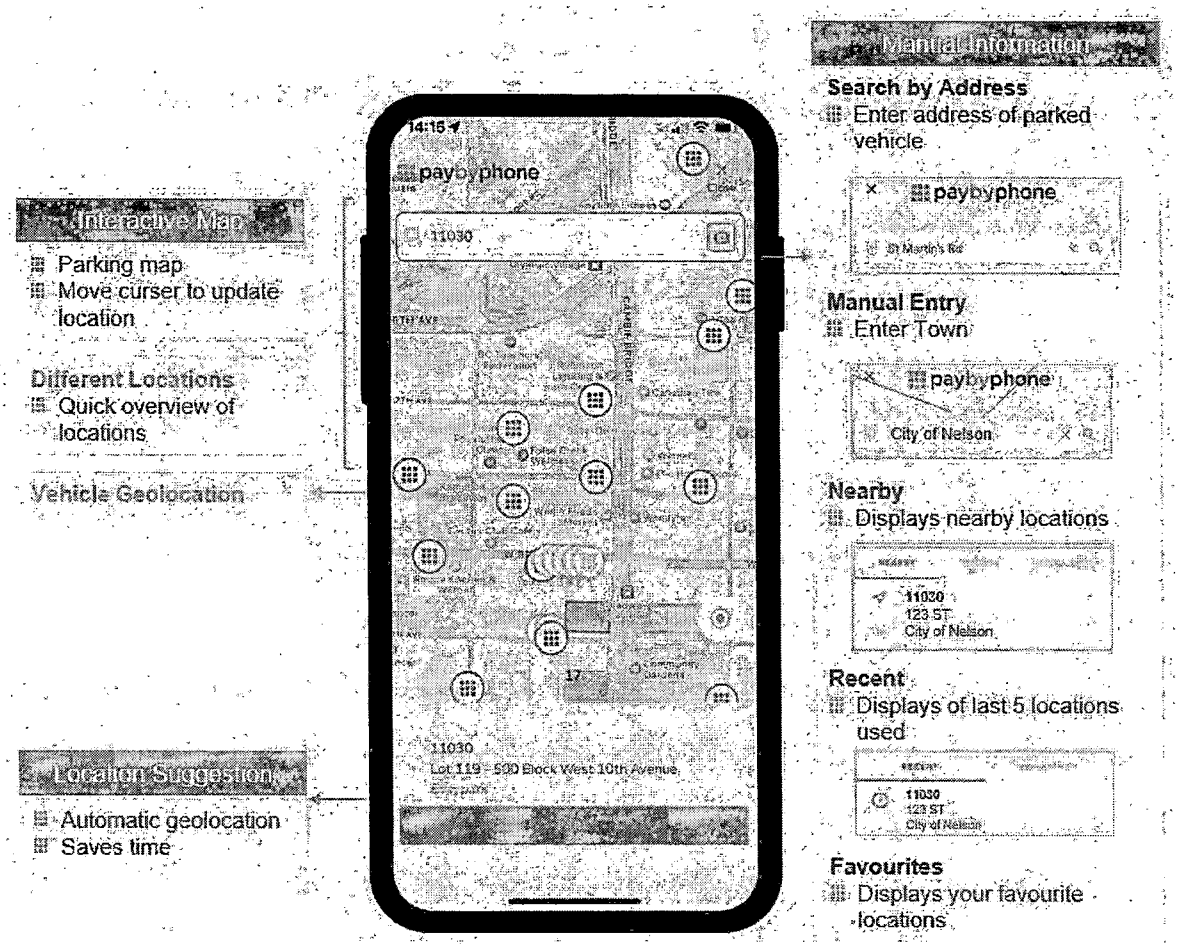


Figure 10 - Nearby Locations & Maps

Multilingual App: Our user-friendly app is available in 11 languages, which include English, Spanish, French, Punjabi, Italian, Traditional Chinese, Simplified Chinese, German, Welsh, Dutch, and Armenian.

Push Notifications: Along with in-app messaging, PayByPhone's push notifications maximize driver engagement and retention, which help drive adoption rates in the City. Based on the geolocation of the driver, PayByPhone uses a real-time push and email engagement tool with built-in analytics.

This allows the City to engage drivers with transactional, promotional, and service-level messaging on a segmented audience basis. Notifications could include items such as parking bans, weather emergencies, or parking changes during special events or sporting events.

SMS Receipts, Reminders & Email Receipt: Once registered, a driver must **OPT-IN** to receive optional SMS reminders, which include confirmation of session booking and a reminder that their parking session is due to expire shortly (10 minutes prior to expiry). In addition, once the driver has paid, they will receive a free email receipt and, if opted-in, the confirmation/reminder messages. This allows for the extension of time, provided the additional time purchased does not exceed the maximum time allowed for the specific parking space.

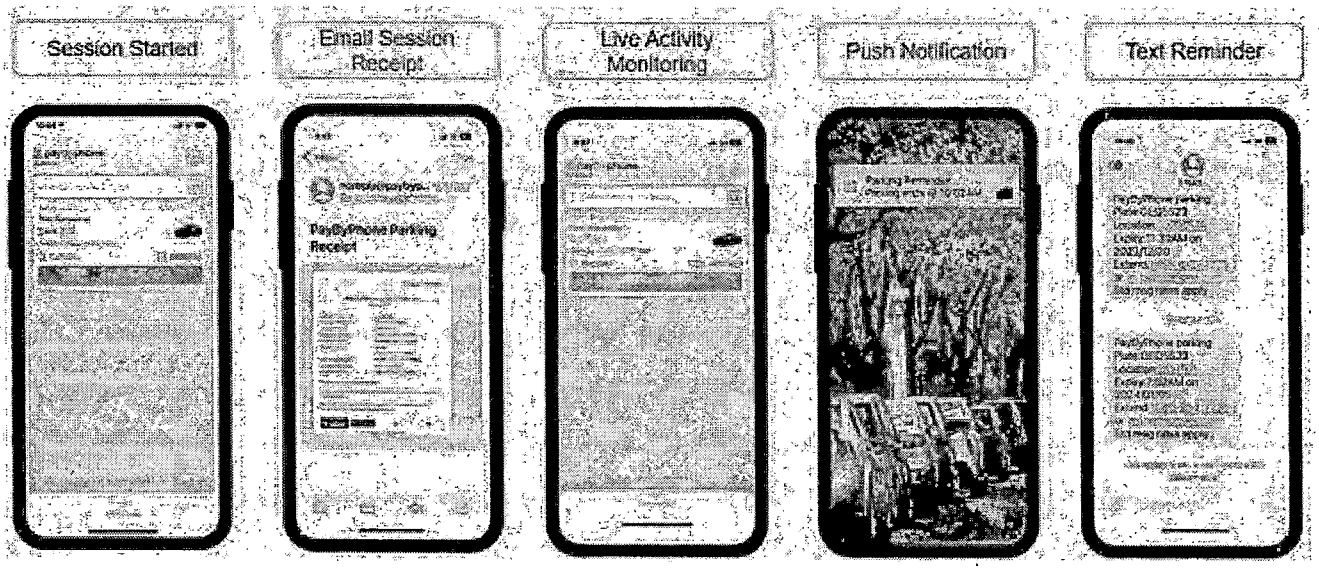


Figure 11 - SMS Receipts, Reminders & Email Receipt

Apple Watch: Our app for the Apple Watch offers several convenient features for drivers:
Extend Parking Sessions: Drivers can extend their parking sessions directly from their Apple Watch, provided the additional time purchased does not exceed the maximum time allowed for that specific parking space, without needing to use their phone or visit a meter.

Monitor Parking Sessions: The app includes a 'Glances' feature that shows the remaining time in a parking session.

Registration and Payment: Drivers can register for an account, add payment details, and manage their parking sessions through the app.

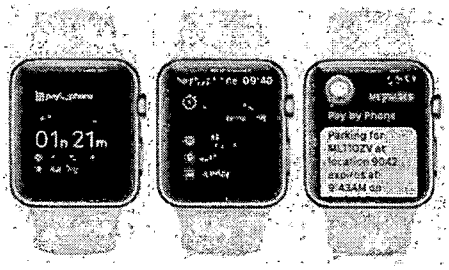


Figure 12 - Apple Watch SMS Alert

Integration with Apple Pay: The app supports Apple Pay, making it easy for drivers to pay for parking.

These features make it simple for drivers to manage their parking sessions and payments directly from their Apple Watch, providing a seamless and convenient experience.

Pay–Voice – ALEXA & SIRI: These are the features unique to PayByPhone innovation:

"Alexa, ask PayByPhone to start parking" – PayByPhone's integration with Amazon takes the in-car parking payment experience to another level and brings mobility as a service (MaaS) into sharp focus as a value-add to any Parking Authority looking to progressively streamline its technological outreach in parking services. Amazon Echo Auto connects to Alexa using a mobile device and plays through car speakers via Bluetooth or auxiliary input, allowing the driver access to over 90,000 skills. By enabling the skill and connecting their existing PayByPhone account through account linking, drivers simply say: "Alexa, ask PayByPhone to start parking" to begin a new parking session at the desired spot and location.

"Hey Siri, park me at work" – PayByPhone has enhanced the parking experience, leveraging voice command technology to offer complete hands-free mobile parking. Voice-assisted technology offers a safe and convenient way to transact throughout the parking journey. Drivers in all PayByPhone regions can use the iOS app, Siri, to pay for parking and extend their parking session using Shortcuts in the language of their choice. The supported languages are English, Spanish, French, Punjabi, Italian, Traditional Chinese, Simplified Chinese, German, Welsh, Dutch, and Armenian. Once configured, paying for parking is as simple as saying "Hey Siri, park me at work."

Optionally, drivers can create a Siri Shortcut through the PayByPhone app, or the Apple Shortcut app.

The default phrase is "Park with PayByPhone." This Shortcut guides the driver through a series of steps to start a new parking session. Drivers can create as many variations of a voice command as they wish, for example, "park at work," "park at the gym," or "park at school."

Drivers can voice command using either their phone or the technology in their car to activate Siri.

On the phone

The driver doesn't have to unlock their phone or open the PayByPhone app to park with Siri. They simply interact with Siri on their device or complete an entire parking session using only voice commands.

In the car

A driver can pay for parking, extend parking, or get information on an active session by pressing the steering wheel voice button, or simply saying "Hey Siri" followed by their Shortcut.

PayByPhone's Enforcement Solution: ParkEnforce

PayByPhone provides our complimentary enforcement solution, **ParkEnforce**, which provides the City the ability to check for payments by location or by license plate, which the agency is actively using in addition to your enforcement integrations.

ParkEnforce is PayByPhone's internal enforcement application and a free solution for all clients. **ParkEnforce** allows the City's enforcement team to check the status of mobile payments via any web-enabled device, and to verify payment activity by license plate or location number.

ParkEnforce can be customized per a client's operational needs, including setting the grace period. For example, if the client wishes to have a 10-minute grace period, our app will continue to show the license plate for 10 minutes after the session has expired. After the grace period has ended, the session is removed from the list.

PayByPhone has an open application programming interface (API) and can integrate with any enforcement solution that also has an open API.

ParkEnforce can be used in tandem as a cross-check functionality or for outage periods.

e) Provide data in real time to Parking Enforcement devices with minimal keystrokes and allow 24/7 enforcement operations. Real-time data should identify which vehicles have valid parking sessions in the zone that is being queried.

PayByPhone complies. Our system provides real-time data transmission to enforcement devices, enabling efficient, 24/7 enforcement operations with minimal manual input. PayByPhone's real-time synchronization ensures that enforcement officers can instantly verify active parking sessions, allowing them to quickly identify which vehicles have paid for parking within the designated location or zone. Additionally, PayByPhone is already integrated with the City's existing enforcement providers, T2 and Gtechna, ensuring seamless enforcement operations with no additional setup required.

f) Employ a system that allows the issuance of validation or coupon codes for parking discounts and the ability to identify discounted rates to local residents only.

Rights & Rates Solution

PayByPhone's Rights & Rates solution enables the City to offer discounted or specialized parking rates based on user profile authorization, such as local residents, business merchants, or other designated groups. This allows Fort Lauderdale to implement equitable, demand-based pricing while ensuring accessibility for eligible users.

For example, a standard parking location may have a base rate of $3 per hour, but an authorized profile, such as a resident, would receive a different hourly rate based on their assigned "right" in the system. PayByPhone can configure multiple rights categories to align with the City's policies and needs, including:

- Residents
- Tenants/Apartments
- Business Merchants
- Disability Permits
- Motorcycles

This feature is currently active in Fort Lauderdale, allowing the City to offer discounted rates to residents while maintaining seamless enforcement and payment verification. The Rights & Rates solution is available as an add-on service with a monthly subscription fee.



Figure 13 - Rights & Rates

Merchant Coupon Solution

PayByPhone provides a robust Parking Coupon system that serves as a versatile alternative to traditional promotional codes. This solution enables the City and merchants to incentivize parking while supporting local businesses and community initiatives.

By offering parking discounts through coupons, local merchants can attract more customers, fostering economic growth and supporting community events.

How It Works

Local merchants can register as an approved business within Fort Lauderdale's merchant program. Once approved, they can fund their merchant wallet to offer parking discounts to customers visiting their establishments.

- After completing a parking session, drivers near participating businesses will see a "View Coupons Near Me" option in the PayByPhone app.

- The driver can then visit a merchant and scan a unique QR code provided by the business to receive a discount on their parking fee.
- Each merchant's QR code is dynamic and rotates regularly to prevent misuse or fraud.
- This feature requires a post-payment setup for merchant services and is available as an add-on service that may carry a monthly subscription fee.



Figure 14 - How it Works

SUPPORTING LOCAL BUSINESSES & GROUPS

"We need a solution that supports our local merchants which they can use to validate an active parking session for their customers so that parking fees are less of a barrier when visiting their business."

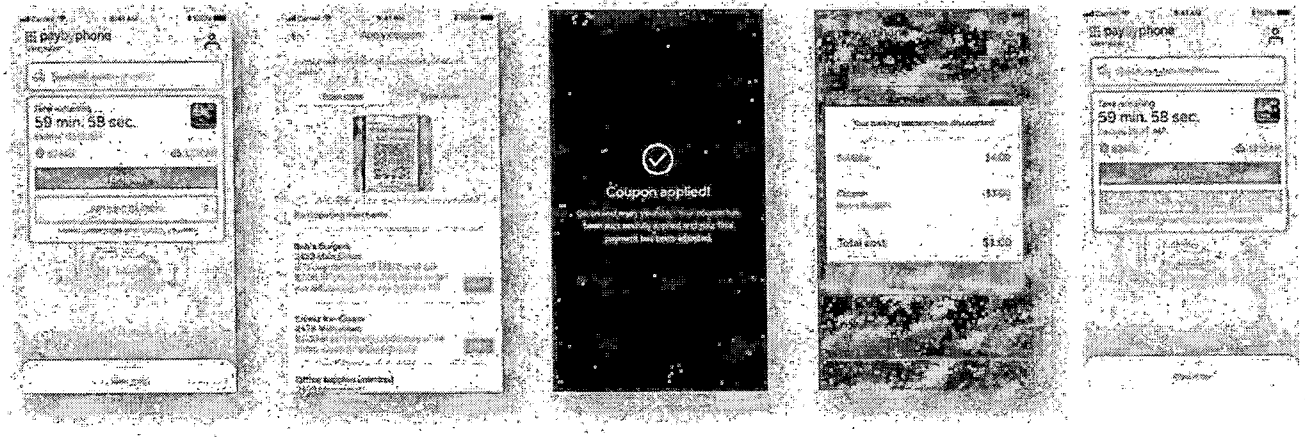


Figure 15 - Coupon Management Solution

g) Employ a system where rates and operational schedules can be programmed and reprogrammed in a flexible manner that does not require any system downtime.

PayByPhone provides a highly flexible, cloud-based Global Rates Engine that allows the City of Fort Lauderdale to program and adjust parking rates and operational schedules dynamically, with 99.9% system uptime. Our self-serve administration portal enables real-time updates, ensuring seamless modifications to pricing structures and operational hours without disrupting service availability.

Real-Time Adjustments

Our cloud-hosted platform allows for instant updates to parking rates, time-based pricing, and operational schedules.

Updates are applied in real-time, ensuring a continuous and uninterrupted parking experience.

Global Rates Engine & Base Schedule vs Overrides

The PayByPhone Global Rates Engine enables flexible and scalable rate management, supporting multiple pricing structures, including

- **Time-Based Pricing:** Different rates based on the time of day or day of the week.
- **Event-Specific Pricing:** Rates can be dynamically adjusted for major events, holidays, or peak demand.
- **Demand-Based Pricing:** Variable pricing based on occupancy levels or congestion, helping optimize parking space usage.
- **Location-Specific Pricing**: Configurable by zone, street, or parking facility, ensuring different areas can have custom pricing models.

PayByPhone's dynamic rate engine supports a wide variety of rate structures, from simple to quite complex. Our flexible rates engine, hosted in the cloud-based PayByPhone Portal, gives the City complete control over how it configures and controls its rates/zones.

Our rates engine supports variable pricing models where the price to park varies, including for event/seasonal/holiday rates. All these features are available as self-serve.

We can support different rates/zones based on:

- Particular days of the week as well as the time of day.
- Time and date specific for each space/group.
- Flat rate per hour or increasing rate every hour or a free initial time.
- Rates can be set at either the meter group level or the meter level for each entity.
- The number of minutes allowed before a user can activate another session for the same meter can be configurable by entity, meter group, and meter.

Additionally, all rate/zone-related changes are self-served in the cloud-based administrative platform, PayByPhone Portal, and can be adjusted at any time. PayByPhone is happy to assist the City with this functionality if required. Our flexible rates engine allows for many different pricing structures, including, but not limited to, customized different rates, including tiered and dynamic pricing.

Our preview feature called Parking Session Tester, lets you preview the rate/zone and restriction schedule prior to these going live. This allows you to quickly identify and eliminate errors before deploying complex rates and restriction schedules.

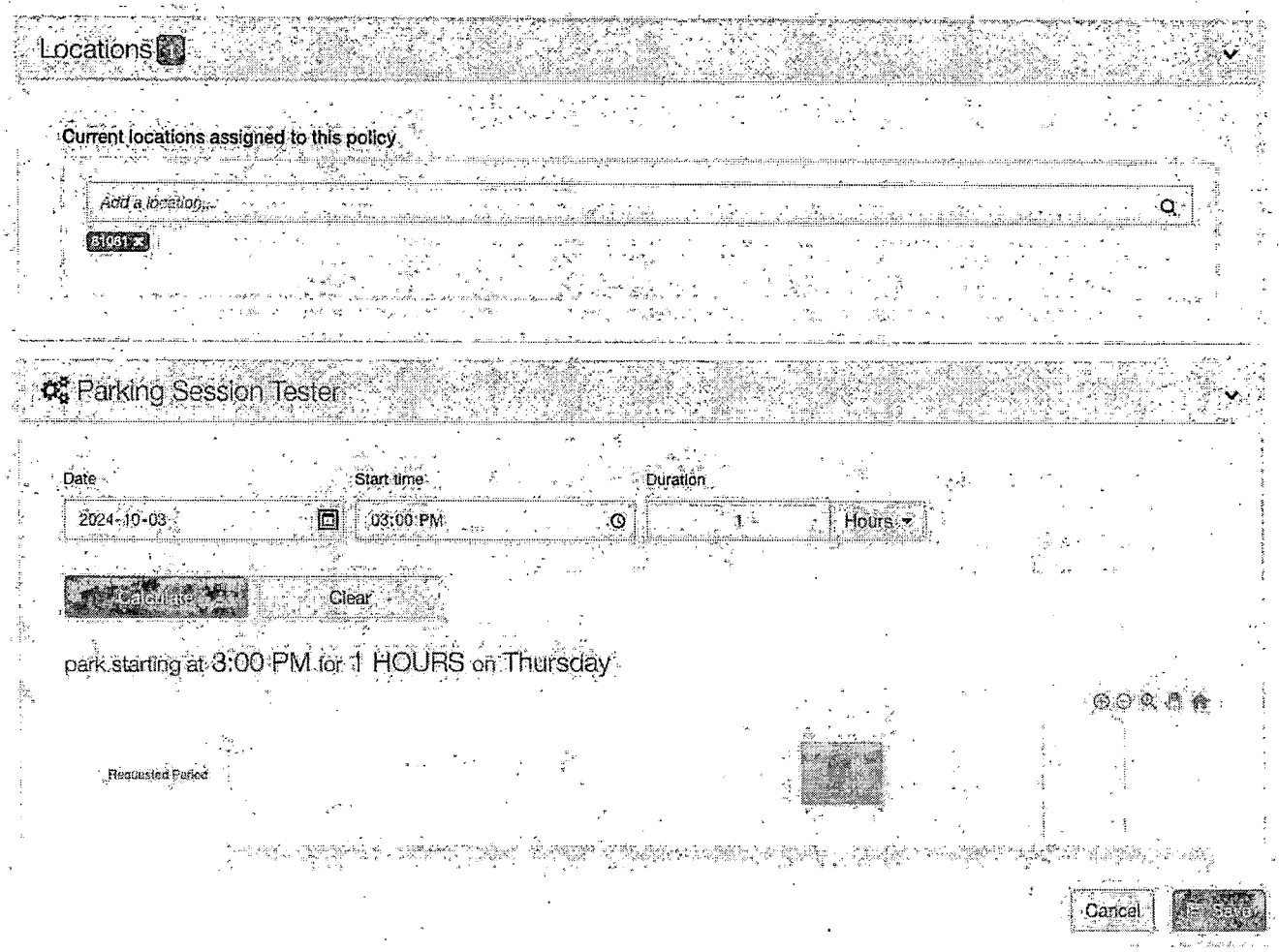


Figure 16 - Parking Session Tester

A wide range of policy formats can also be set up in the rates engine, from establishing time duration to enforcing parking restrictions. Event Parking for example, will override your current rate schedule with a special set of rates and restrictions only for the event date and only for the affected location.

The City's locations are each set up with a base schedule and rate system that's set as the "base" for that location. At any time, the City can choose to use our override feature to schedule a rate override that will become effective at the scheduled date and time based on the selected schedule for the override. This override then expires according to the schedule and the base rate is automatically put into place. An example of this can be seen below in our base schedule image.

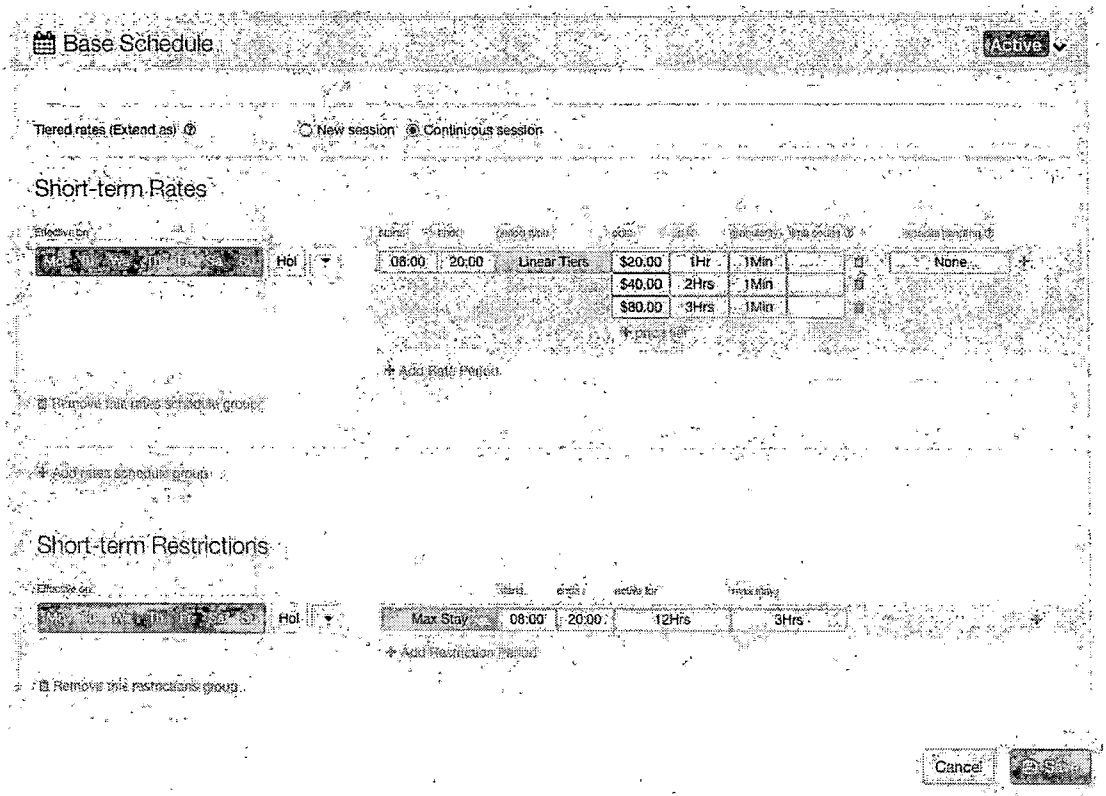


Figure 17 – Global Rates Engine – Rates Policy: Short-Term Setup

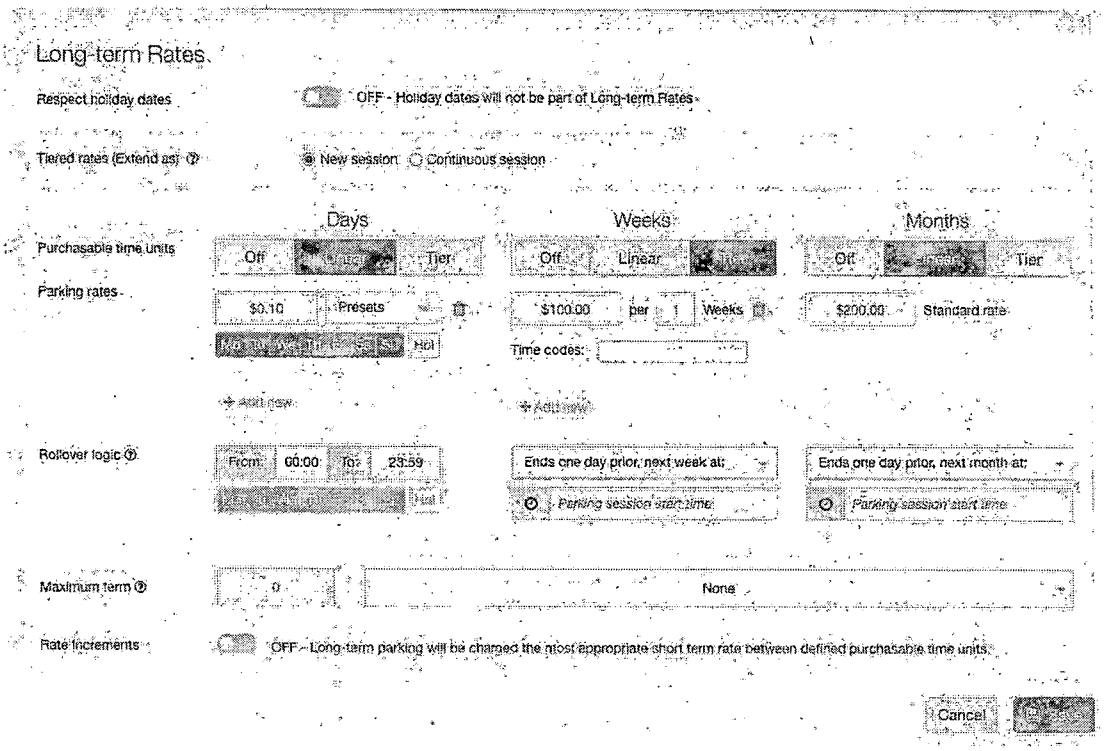


Figure 18 - Global Rates Engine – Rates Policy: Long-Term Setup

Rights & Rates – Personalized Parking Management

Our **Rights & Rates** feature, offers discounted rates to designated profiles, described in detail above, *in our response to question "f" in the "Goals of the RFP" section.*

Multi-Zone and Multi-Rate Management

- The City can set and modify rates across multiple zones, allowing different pricing structures for on-street, off-street, and garage parking.
- Zones can be programmed with special rules, such as free parking during off-peak hours or no return restrictions.
- Advanced features like tiered pricing, where rates increase after a certain parking duration, can also be configured.
- Custom Parking Session Tester enables City staff to preview rate and restriction schedules before deployment, ensuring accuracy.

Holiday Schedules

Our holiday schedule feature allows the City to select holidays (or other dates) in which parking is free or reduced. This schedule allows you to pre-plan routine adjustments to your rates so you can set it and forget it.

h) Provide a solution to fully validate or discount users' parking sessions using validation codes.

PayByPhone offers a comprehensive validation and discounting system that can be tailored to Fort Lauderdale's needs. Our solution includes Rights & Rates for eligibility-based pricing and Coupons for short-term promotional discounts, ensuring seamless parking incentives with automation and flexibility.

Rights & Rates – Eligibility-Based Parking

This feature enables the City to offer discounted or free parking based on predefined user categories, such as City staff, residents, or healthcare workers. Rates and access permissions can be assigned automatically via database matching or manually through custom license plate lists, making it ideal for long-term structured rate policies.

Coupons – Promotional & Event-Based Discounts

A flexible tool for offering discounted or free parking through customizable digital coupons. Ideal for businesses, event organizers, and retailers, these coupons can be configured for flat-rate, percentage, or time-based discounts and set to expire after a specific event or period.

All validation methods integrate with PayByPhone's app and enforcement systems, ensuring real-time discounts and fraud prevention while eliminating the need for physical vouchers or manual adjustments.

i) Provide a solution for residents to obtain discounted parking rates.

PayByPhone offers a Rights & Rates feature that enables the City of Fort Lauderdale to provide discounted parking rates for residents through an automated, eligibility-based system. This solution ensures that only qualified residents receive special pricing while maintaining enforcement accuracy and operational efficiency and is currently used by the City to offer residential discounted parking.

How It Works

Residents can register their vehicle and residency status with the City, which is then verified and stored in PayByPhone's system. The platform automatically applies resident-specific pricing when an eligible user initiates a parking session, without requiring promo codes or manual input.

Key Benefits

- **Automated Discount Application** – No need for residents to enter codes; pricing is adjusted based on their profile.
- **Seamless Integration** – Works with the City's enforcement and back-office systems to ensure compliance.
- **Customizable Discount Levels** – Allows the City to offer percentage-based discounts, flat-rate reductions, or free parking in designated areas.
- **Database-Driven or Manual Eligibility** – Residents can be validated automatically through a City database or approved via license plate submissions.

j) Integrate transactional data into our eco system.

PayByPhone provides a secure, real-time data integration solution that seamlessly connects transactional parking data to the City of Fort Lauderdale's ecosystem and with T2 Systems and Genetec, the City's current enforcement providers. Our API-driven architecture and reporting suite ensure easy access to parking session details, financial data, and enforcement records in a structured and automated way. As the City's current mobile payment provider, this API is already actively in use to ensure all parking sessions and transactional data are sent in real time. All information is shared with enforcement handhelds and complies with the City's requirement for this section.

How It Works

- **Open API Integration:** PayByPhone's system delivers real-time transaction data via an open API to support any requested direct data feeds into the City's back-office, financial, and enforcement systems.
- **Automated Data Transfers:** Parking session details, payment records, and enforcement updates are transmitted automatically, eliminating the need for manual data entry.
- **Cloud-Based Reporting & Export:** The City has access to a comprehensive reporting suite, offering real-time analytics on parking occupancy, revenue trends, and enforcement activities, with reports exportable in CSV, Excel, or PDF formats.

Key Benefits

- **Seamless Data Sharing:** Supports enforcement tools, financial reconciliation, and smart parking initiatives, by integrating transaction records with existing City systems.
- **Scalable & Future-Ready:** Compatible with third-party enforcement software, parking guidance systems, and municipal financial platforms., ensuring long-term adaptability.
- **Customizable Reporting:** City administrators can filter and retrieve transaction data based on period, zone, payment method, or enforcement status.

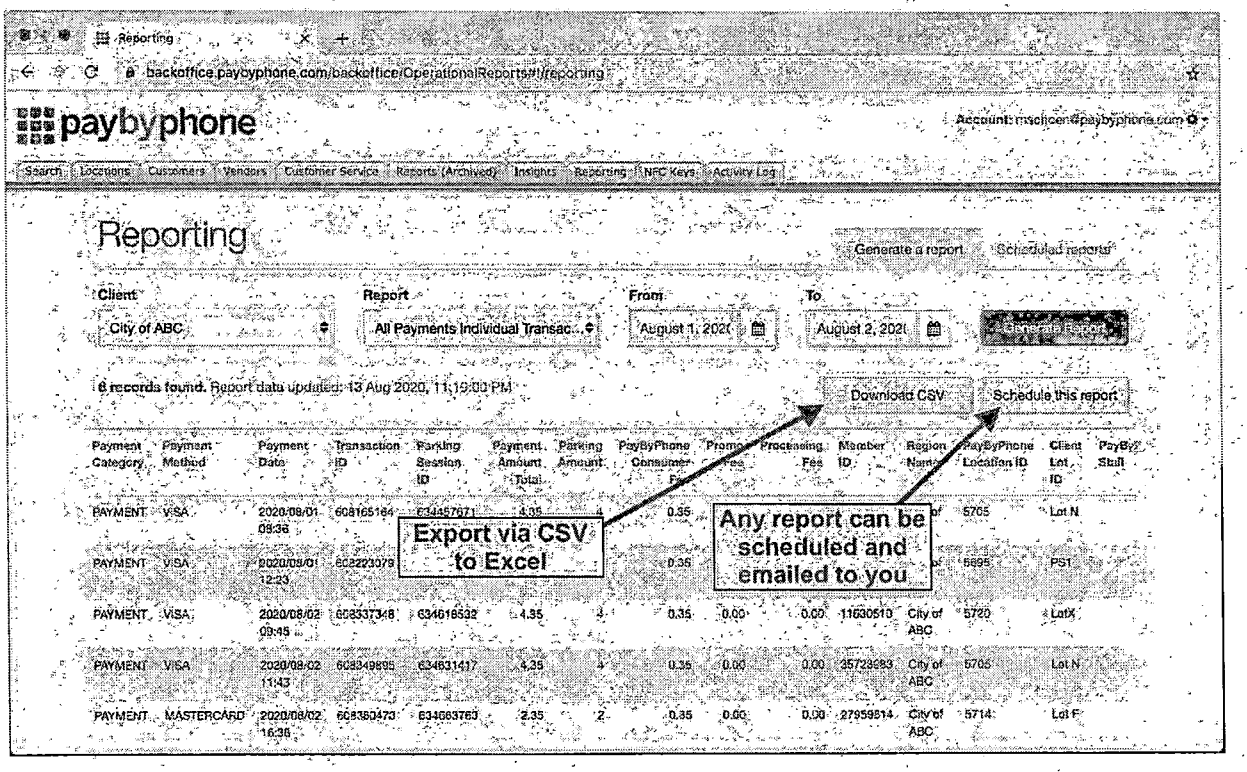


Figure 19 - Real-Time Reporting



Minimum Qualifications

Minimum Qualifications

a) Proposing Mobile Parking Payment Service Providers (MPPs) should have been in the business of Mobile Metered Parking Payments for at least the past five (5) years. If the MPPs is a partnership or other assemblage of providers, a component of the assembled entity must be a MPPs that has been in the business of mobile metered parking payment services for at least the past five (5) years.

PayByPhone is a global leader in mobility payment solutions, dedicated to creating a seamless, frictionless parking experience through mobile and web technologies. Our industry-leading mobile payment platform offers a trusted, scalable, and cost-effective solution for cities, municipalities, and private operators. Below is a brief overview of our journey and key milestones:

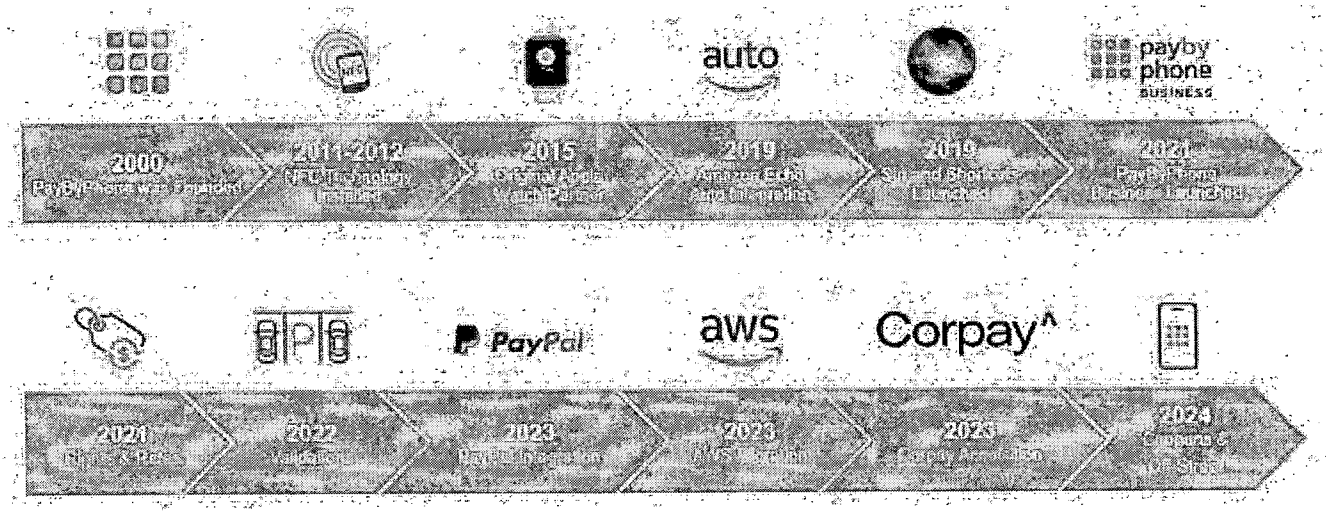


Figure 20 - PayByPhone's Timeline

Today, PayByPhone is a trusted global leader in mobile parking payments, serving millions of users across 6 countries.

Why PayByPhone?

- **Proven Experience** – 25 years of expertise integrating with various parking control and enforcement systems.
- **City of Fort Lauderdale** – has been a PayByPhone client since September 2009, demonstrating our long-standing partnership and successful service delivery in the region.
- **Global Reach** – Operating in 1,400+ cities across 6 countries, including San Francisco, Seattle, Vancouver, Miami, Paris, and London.
- **High User Engagement** – Over 102 million global users and 235.5 million transactions in 2024 alone.
- **High User Ratings** – Over 1.6 million 5-star app reviews globally, reflecting an excellent user experience.
- **Seamless User Experience** – Supports multiple payment channels (app, web, phone, credit card, Apple Pay, Google Pay, PayPal) with an intuitive, multilingual interface (11 languages).
- **Scalability & Flexibility** – Our platform allows real-time rate adjustments without downtime, adapting to dynamic pricing models.
- **Smart & Flexible Integration** – Supports automation-driven parking management solutions, including seamless integration with T2, Genetec, and other enforcement systems.

- **Data-Driven Insights** – Automated financial reporting and real-time transaction data for enhanced enforcement efficiency.
- **Security & Compliance** – PCI-DSS Level 1, and SOC 2 Type II certified, ensuring secure transactions, robust data protection, and compliance with industry-leading security standards.
- **Marketing & Branding Support** – Ongoing advertising and promotional assistance to boost adoption rates.
- **Environmental Sustainability** – Committed to reducing environmental impact through green initiatives, including carbon offset programs and eco-friendly mobility solutions.

With a 16-year track record of serving Fort Lauderdale and 25 years of expertise in mobile parking payments, PayByPhone meets and exceeds the City's requirement for experience and industry leadership.

b) The Proposing MPPs should currently provide MPPs services in at least five (5) municipalities. The MPPs must have serviced these municipalities for at least the past five (5) years. The MPPs must describe the municipalities (locations and total number of parking meters) and provide contact information for the Client, City Agency, Owner or Manager overseeing this service. The MPPs must have provided acceptable services at each of the five (5) municipalities. The Client, City Agency, Owner or Manager of this service will be contacted by the City of Fort Lauderdale for reference checks, acceptability, and determination of responsibility.

Our references, listed in the 'References' section of this document, include five municipalities that each meet the following requirements:

- Good financial standing with no pending bankruptcy
- Municipal service for at least the past 5 years
- Location & Total Number of Parking Meter Descriptions
- Complete Contact Information for client, agency, & owner/manager
- Good standing service with each municipality
- Minimum of 3,000 Spaces

PayByPhone understands each listed reference will be contacted by the City of Fort Lauderdale for reference checks, acceptability, and determination of responsibility.

c) The MPPs currently provides services in at least five (5) municipalities with a minimum of three thousand (3,000) parking spaces each.

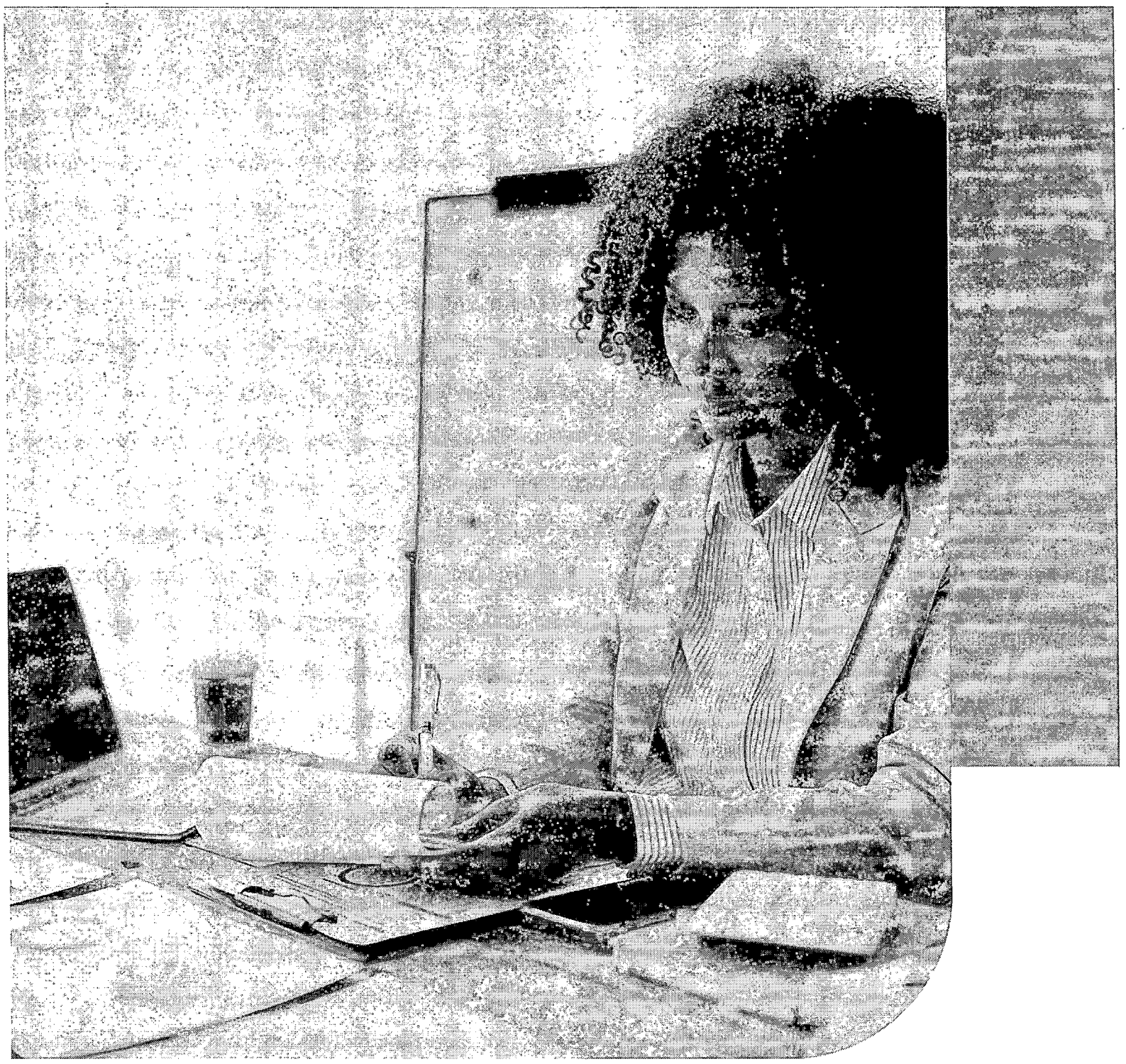
Please see our response in (b) noted above.

d) The MPPs is not in bankruptcy.

Compliance Confirmed. PayByPhone is not in bankruptcy and fully meets this requirement.

e) The MPPs has not had its services terminated for cause by a governmental entity within the previous five (5) years.

Compliance Confirmed. PayByPhone has not had its services terminated for cause by any governmental entity within the past five years.



Services to be Provided to the City

Services to be Provided to the City

Personnel, Project Management to the City

In addition to the specific services requested by the City, PayByPhone offers our comprehensive Merchant of Record (MOR) services, which can provide substantial savings in cost, time, and administrative resources. As MOR, PayByPhone handles all payment processing, chargebacks, compliance, and financial reconciliation, reducing the operational burden on the City while ensuring a seamless and efficient transaction experience. By entrusting payment processing to PayByPhone, an experienced vendor, the City can minimize financial risk, streamline operations, and focus on core priorities without the complexities of managing payment infrastructure. Removing all digital payments from the City's infrastructure likely will downgrade the PCI-DSS responsibilities, therefore reduce the costs potentially down to zero. By serving as the City's merchant of record, PayByPhone takes on the compliance responsibilities associated with payment processing which include:

- **PCI-DSS Compliance:** We maintain the highest level of PCI compliance (Level 1), reducing or eliminating the need for the City to invest in costly PCI audits and security assessments.
- **Secure Payment Infrastructure:** Our platform utilizes tokenization and encryption to protect payment data, significantly reducing the City's exposure to security risks.
- **Ongoing Compliance Management:** PayByPhone continuously monitors and updates security protocols to meet industry standards, ensuring ongoing protection with minimal involvement from City staff.

a) Provide key personnel, including Project Manager, Lead Developer, Software/Systems Tester, and Data Security Manager.

PayByPhone has a well-established relationship with the City of Fort Lauderdale, having been its mobile parking payment provider since September 2009. Our dedicated project team is already engaged with the City, providing ongoing support, system enhancements, and operational guidance. This continuity ensures a seamless transition into the new service phase, with a team that understands the City's unique parking environment, policies, and operational goals.

The **key team members** supporting this project include:

- **Carmen Donnell, Managing Director, North America** – Provides strategic leadership and oversight.
- **Teresa Trussell, Director of Client Success** – Ensures long-term client satisfaction and adoption growth. Teresa will serve as the City's key project manager alongside Stephen Marbert.
- **Anton Kaiser, Chief Information Security Officer** – Responsible for protecting the organization's data assets by developing, implementing, and maintaining robust security policies, procedures, and technologies to guard against threats, vulnerabilities, and breaches.
- **Stephen Marbert, Account Manager** – Primary point of contact for client relations.
- **Cameron Sinclair, Manager, Onboarding and Implementation** – Leads development and technical configurations and system integrations including system testing.
- **Nicole Tsakok, Client Success Onboarding Manager** – Leads the onboarding process, managing implementation, system setup, merchant account configurations, and training.
- **Jesse Wood, Senior Multimedia Designer** – Manages branding, signage, and user engagement materials.

With this highly experienced team already in place and actively engaged with the City, PayByPhone ensures a continuity of service, efficient system transitions, and a commitment to exceeding the City's expectations for its parking payment ecosystem.

b) Participate in a kick-off meeting with City of Fort Lauderdale and pertinent agency stakeholders.

As an existing partner of the City of Fort Lauderdale since 2009, PayByPhone is already deeply familiar with the City's parking operations, stakeholder priorities, and integration requirements. Our kick-off meeting will build on this established relationship, focusing on ensuring a seamless transition to the updated service phase while aligning with any new City objectives and operational needs.

Kick-Off Meeting Objectives:

- **Project Alignment & Scope Confirmation** – Review existing services and discuss any updates, optimizations, or enhancements.
- **Stakeholder Coordination** – Confirm roles, responsibilities, and key contacts between PayByPhone and the City.
- **Technical & Operational Planning** – Validate system configurations, merchant account updates, enforcement integrations, and reporting needs.
- **Marketing & Public Communication Strategy** – Ensure updated signage, resident engagement, and awareness initiatives are aligned with City goals.
- **Training & Support Planning** – Provide any necessary refresher training, introduce new features, and confirm escalation protocols.

With an active implementation and support team already engaged with the City, PayByPhone ensures a streamlined, collaborative kick-off process, reinforcing our commitment to delivering a frictionless mobile parking experience for Fort Lauderdale.

c) Prepare a comprehensive project plan, project schedule, a requirements document, and work breakdown structure.

PayByPhone follows a structured, proven implementation approach to ensure a seamless and efficient deployment for new, incoming clients. As an existing client since 2009, the City benefits from an experienced implementation team already familiar with its parking operations, which ensures a streamlined transition with minimal disruption. However, to fully respond to this question, please see below for our comprehensive project plan, structure and work breakdown, which is used for new onboarding clients.

Implementation Process & Timeline

The implementation process typically spans 6-8 weeks for a new client, depending on system configurations and City resource availability. Your dedicated Account Manager, Stephen Marbert, will work closely with our Implementation Team, Nicole Tsakok and Cam Sinclair. Each will play an intricate role in the deployment of any new features/requests the City might have. Your Account Manager, Stephen, will ensure that all milestones are met and are on schedule.

Below, we have listed key workstreams and milestones associated with new client onboarding for your consideration. As your incumbent provider, this process has already been completed for the City. Specific dates are not included, as they would depend on the official start date.

Project Plan / Project Schedule

1. **Project Kick-Off Meeting (Week 1)**
   - Align on project scope, key stakeholders, and target launch date.
   - Review contracts, legal requirements, marketing, and reporting needs.
2. **Data Gathering & Onboarding Workbook (Week 2-3)**
   - Collect parking portfolio details, rate structures, operational contacts, and enforcement requirements.

- Document all information in a centralized workbook for tracking and approvals.

3. **Financial Setup (Week 3-4)**
   - Configure merchant accounts, process test payments, and confirm invoicing and remittance requirements.

4. **System Configuration (Week 4-5)**
   - Load all rate structures, location data, and special operating rules into the system.
   - Ensure compliance with City policies and integrate necessary adjustments.

5. **Testing & Quality Assurance (Week 5-6)**
   - Perform internal validation, including rate engine checks, app functionality, and payment channel testing.
   - City stakeholders conduct User Acceptance Testing (UAT) before final approval.

6. **Enforcement Integration (Week 5-6)**
   - Establish and test enforcement links with license plate recognition (LPR) systems and handheld enforcement devices.
   - Ensure real-time data transmission between PayByPhone and enforcement tools.

7. **Marketing & Public Awareness (Week 6)**
   - Develop a comprehensive Marketing & Communications Plan, including signage updates, public outreach materials, and social media campaigns.
   - Ensure all communications align with Fort Lauderdale's branding and parking policies.

8. **Signage Review & Installation (Week 6-7)**
   - Confirm signage requirements, installation timelines, and compliance with City design standards.

9. **Training & Knowledge Transfer (Week 7-8)**
   - Conduct training sessions for City staff, enforcement officers, and customer support teams.
   - Provide ongoing training as needed for new system features and updates.

10. **Go-Live & Post-Launch Support (Week 8+)**
    - Final system validation, marketing rollouts, and real-time monitoring of transaction data.
    - Continuous post-launch support, feedback collection, and performance optimization.

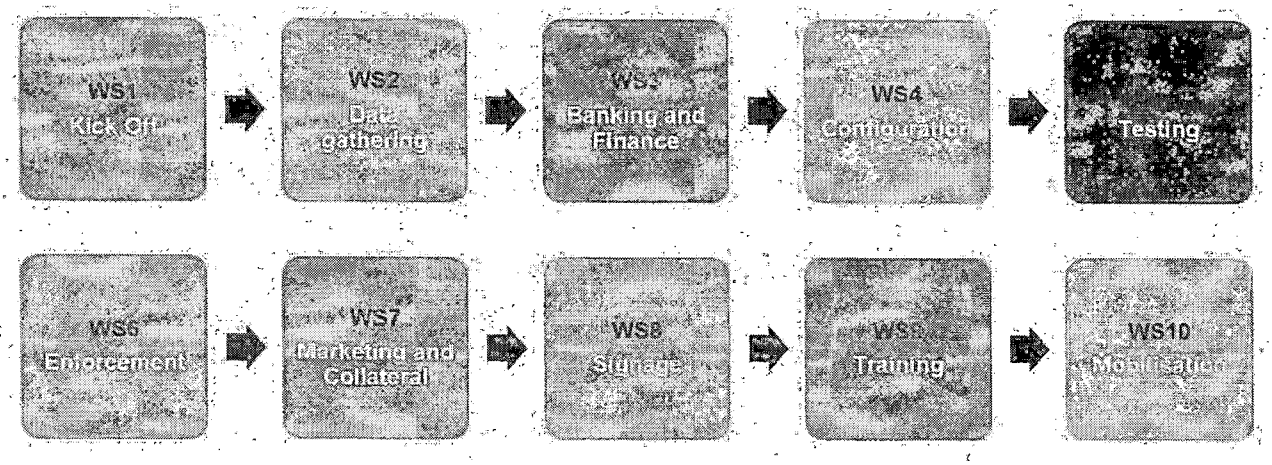


Figure 21 - Project Plan

Requirements Document & Work Breakdown Structure (WBS)

The requirements document outlines the key items shown below. *A copy of this workbook has also been attached as Appendix 1 for review.*

- City-specific operational needs, including rate structures, parking zone configurations, and financial reconciliation processes.
- Technical integration specifications, ensuring smooth API connections with enforcement systems.
- Reporting and data management expectations, enabling real-time transaction insights.

The Work Breakdown Structure (WBS) is part of the workbook mentioned above and divides the project into clear phases, ensuring structured execution and accountability. By leveraging this well-defined implementation framework, PayByPhone ensures a seamless transition for the City of Fort Lauderdale, reducing downtime and improving overall efficiency while enhancing the parking experience for residents and visitors.

d) Provide in-depth administrative training along with training materials.

PayByPhone offers a comprehensive administrative training program designed to equip City of Fort Lauderdale staff with the necessary knowledge and skills to efficiently manage and operate the mobile parking payment system. Our structured training approach includes interactive sessions, hands-on system demonstrations, and comprehensive training materials to ensure confidence and proficiency in system administration. As a long-time, existing client, our training approach has been ongoing as needed/requested by the City. We continue to remain committed to providing training to the City as requested; however, please see our response below regarding our training practices.

Training Overview

Training will be conducted pre-launch and on an ongoing basis, ensuring that City staff remain up-to-date with system enhancements and best practices. The training program includes:

- **System Administration Training** – Covers account management, reporting, refund processing, tariff adjustments, and escalation procedures.
- **Enforcement Officer Training** – Provides an overview of how to verify parking sessions, check expired sessions, and troubleshoot enforcement issues using PayByPhone's platform.
- **Financial & Reporting Training** – Focuses on invoicing, reconciliation, transaction reporting, and financial system integrations.
- **Customer Support Training** – Equips support staff with the tools to assist parkers, manage account-related issues, and handle common inquiries.

Training Materials

All participants will receive step-by-step user guides, system manuals, and FAQs, ensuring that key information remains accessible post-training. Training documentation is updated annually or as system changes occur to keep staff informed of the latest features and functionalities

Training Delivery Methods

- **Live Virtual Sessions** – Conducted via Microsoft Teams, Zoom, or GoTo Meeting.
- **On-Site Training** – Available upon request, depending on City preferences.
- **Self-Paced Learning** – Includes video tutorials and digital resources.
- **Post-Implementation Support** – Ongoing refresher training and dedicated account management for long-term success.

With a proven track record of successful implementations, PayByPhone ensures Fort Lauderdale's staff receive high-quality training, enabling efficient system management and a seamless parking experience for residents and visitors.

e) Coordinate all aspects and phases of the project from software design and development, to testing, and then full implementation.

PayByPhone follows a structured and phased implementation approach to ensure a seamless transition from system design and configuration to full deployment and post-launch support. Our dedicated project team coordinates all aspects of the project, including software setup, testing, stakeholder training, and go-live readiness, ensuring alignment with the City of Fort Lauderdale's operational requirements.

As the City's current mobile payment provider, drivers within the City will continue to enjoy our convenient mobile payment services they've come to know and love should we be selected with no need for development, testing, or implementation. However, please see our response below regarding our implementation process for a new client.

Implementation Process

The full implementation typically spans 6-8 weeks, depending on system complexity and City resource availability. The key phases include:

1. **Software Design & Development**
   - Configure parking locations, rate structures, and operational rules.
   - Integrate with payment processors and enforcement systems.
   - Customize the system to meet the City's specific needs.

2. **System Configuration & Testing**
   - Perform unit, system, and User Acceptance Testing (UAT) before go-live
   - Use the Parking Session Tester tool to validate rate structures and configurations.
   - Conduct a two-week testing period replicating real-world transactions and enforcement workflows.

3. **Training & Stakeholder Engagement**
   - Provide comprehensive training for City administrators, enforcement teams, and customer service staff
   - Deliver training materials, user guides, and self-service resources.

4. **Marketing & Public Awareness**
   - Deploy signage, digital outreach, and public education campaigns to promote system adoption.
   - Align branding and communication strategies with the City's guidelines.

5. **Go-Live & Post-Launch Support**
   - Ensure all integrations are fully functional before launch.
   - Provide ongoing monitoring, technical support, and system optimization.
   - Offer continuous training and enhancements based on feedback and performance analytics.

PayByPhone's proven project management framework ensures efficient coordination across all phases, enabling the City of Fort Lauderdale to benefit from a fully integrated, tested, and optimized parking payment solution.

f) Engage; be contractually responsible for; and oversee the work of all subcontractors.

PayByPhone takes full contractual responsibility for all subcontractors involved in the implementation and operation of our mobile parking payment services. While we do not plan to utilize subcontractors, when utilized, we ensure all vendors meet strict compliance, security, and performance standards, aligning with the City of Fort Lauderdale's requirements. Through rigorous vendor qualification, ongoing oversight, and performance monitoring, we provide seamless service delivery, quality control, and adherence to project timelines.

g) Provide outreach and marketing support to communicate with the public.

PayByPhone provides a comprehensive marketing and outreach strategy to help the City of Fort Lauderdale effectively communicate mobile parking services to residents and visitors. Our approach includes customized design, dynamic labels, sustainable campaigns, and opt-in push notifications to ensure high visibility, ease of use, and long-term engagement

Marketing & Outreach Initiatives

Customized Design & Dynamic Labels – PayByPhone collaborates with the City to create custom-branded marketing materials, including instructional signage, decals, and digital ads that feature dynamic labels for real-time updates on service changes and promotions.



Figure 23 – Customized Dynamic Labels



Figure 22 - Customized Signage

Signage & Decals – Our team designs and deploys high-visibility signage with PayByPhone zone IDs, QR codes, and multilingual payment instructions, ensuring a seamless user experience.



Figure 24 - Customized Decal

Sustainable Campaigns – PayByPhone promotes sustainability through initiatives like Meters for Trees, where we donate a tree for every 10 decommissioned parking meters, reducing reliance on physical infrastructure and lowering carbon emissions. Green December supports reforestation efforts by planting a tree for every 100 parking transactions processed during the month.

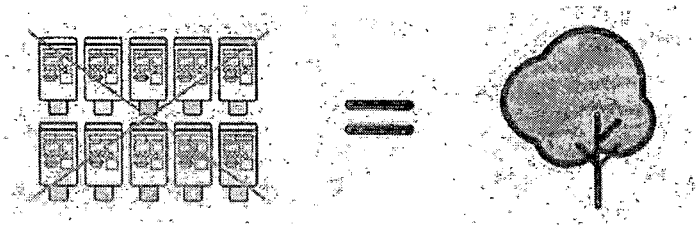


Figure 25 - Meters for Trees



Opt-In Push Notifications (Additional Fees Apply) – PayByPhone offers location-based push notifications to alert users of parking discounts, policy changes, and promotions directly in the app, helping to drive engagement and compliance.

Social Media & Video Marketing – We produce and distribute short, engaging social media videos to educate users on how to use PayByPhone, highlight sustainability initiatives, and promote City-specific parking incentives. Videos are shared across Facebook, X, LinkedIn, YouTube, and Instagram, ensuring broad reach and engagement.



Figure 27 - Customized Marketing Material



Figure 26 - Customized Marketing Material

Community Engagement & Public Education – We coordinate with the City's Marketing & Communications team to implement outreach efforts, such as local business partnerships, event sponsorships, and educational initiatives.

Print & Digital Materials – Customizable posters, brochures, and postcards are provided for City offices, community centers, and local businesses.

Performance Tracking & Optimization – Our marketing team continuously monitors engagement metrics, adoption rates, and campaign effectiveness, ensuring ongoing refinement and success.

Through custom branding, real-time dynamic messaging, sustainable outreach, and opt-in push notifications, PayByPhone ensures widespread public awareness of mobile parking payments in Fort Lauderdale.

h) Provide resources and staffing to assist in developing and implementing an outreach, training, and marketing strategy.

PayByPhone provides dedicated resources and staffing to support the City of Fort Lauderdale in developing and executing a comprehensive outreach, training, and marketing strategy. Our specialized teams ensure effective public communication, seamless staff training, and long-term adoption success.

Outreach & Marketing Support

Our marketing team collaborates closely with the City to design and implement a multi-channel engagement strategy, including:

- Custom signage and decals to increase visibility and user awareness.
- Social media campaigns (Facebook, X, LinkedIn, YouTube) to educate and engage residents.
- Localized digital ad campaigns. (Google Search, Apple App Store, Google Play Store) to drive app downloads and adoption
- Community outreach and event sponsorships to enhance public engagement.
- Sustainability initiatives, reinforcing environmental responsibility.

Training & Support

PayByPhone's dedicated training team ensures that City staff, enforcement officers, and customer service representatives receive the necessary resources to operate the system effectively:

- Live and virtual training sessions for administrative staff and enforcement personnel.
- Customized training materials including step-by-step guides, and video tutorials.
- Ongoing refresher training and support to ensure continued operational success.
- Dedicated account managers to provide continuous guidance and respond to City inquiries.

Implementation Resources & Staffing

PayByPhone assigns a dedicated implementation team to oversee all aspects of outreach, training, and marketing, including:

- Project Manager to coordinate execution and timelines.
- Marketing Specialists to develop and distribute promotional content.
- Onboarding & Training Experts. to facilitate staff education and system adoption

Through a structured approach and dedicated resources, PayByPhone ensures a successful rollout (and continued success), high user adoption, and long-term engagement for the City of Fort Lauderdale.

i) Produce and provide a comprehensive marketing plan, which must be approved by the City's Strategic Communication Manager.

As Fort Lauderdale's existing mobile parking payment provider since 2009, PayByPhone is uniquely positioned to develop a comprehensive marketing plan that builds on established user familiarity while introducing new outreach strategies to drive further adoption and engagement. Our Marketing & Communications team will work closely with the City's Strategic Communication Manager to align all materials with the City's branding, communication goals, and resident engagement strategy.

Key Components of the Marketing Plan

- **Leveraging Existing Awareness & User Base** – With a well-established PayByPhone presence in Fort Lauderdale, our marketing approach will focus on reinforcing service benefits, optimizing user experience, and promoting enhancements to the system.

- **Custom Signage & Decals** – Should the City desire, PayByPhone will design new high-visibility signage that aligns with existing City branding, featuring zone IDs, QR codes if desired, and multilingual payment instructions, ensuring continued ease of use for current and new users.
- **Localized Digital & Print Marketing** – Updated brochures, posters, postcards, and tent cards will be provided for City offices, parking facilities, and local businesses to maintain high visibility and engagement.
- **Social Media & Video Content** – We will enhance Fort Lauderdale's existing PayByPhone presence with new branded educational videos, social media promotions, and digital ad campaigns to encourage sustained adoption.
- **Sustainability-Focused Campaigns** – Through our green initiatives and digital campaigns, we will highlight Fort Lauderdale's commitment to eco-friendly mobility solutions, reinforcing community engagement and sustainability goals.
- **Opt-In Push Notifications** – As an add-on service, targeted push notifications may be used to communicate service updates, promotional offers, and seasonal incentives directly to Fort Lauderdale users via the PayByPhone app.
- **Continuous Monitoring & Engagement Optimization** – With an active user base already in place, PayByPhone will track marketing performance, adoption rates, and resident feedback, refining strategies to ensure long-term success.

j) Implement outreach materials for training, such as how-to brochures and training videos.

PayByPhone provides comprehensive training materials, including how-to brochures, training videos, and digital guides, to ensure a seamless learning experience for City staff, enforcement personnel, and the public. These materials are designed to facilitate quick adoption, improve operational efficiency, and enhance the overall user experience.

Training Resources & Outreach Materials

- **Step-by-Step User Guides & Brochures** – PayByPhone supplies customized how-to guides covering topics such as account setup, payment methods, troubleshooting, and enforcement procedures. These guides are available in print and digital formats for easy distribution to City staff and the public.
- **Video Training Library** – PayByPhone provides on-demand training videos that can be uploaded to the City's website and social media channels. These videos include tutorials for users, administrative training sessions, and enforcement guidance, ensuring accessibility for all stakeholders.



Figure 28 - Sample Training Videos

- **Virtual & In-Person Training Sessions** – Our dedicated training team can conduct live virtual and in-person training as needed, ensuring City personnel gain hands-on experience using the system.
- **Enforcement & Customer Support Training** – PayByPhone delivers role-based training programs, ensuring enforcement officers and customer service representatives are well-equipped to handle common inquiries, conduct verifications, and manage dispute resolution.
- **Localized & Dynamic Content** – All materials are branded for Fort Lauderdale, ensuring a consistent and professional look. Dynamic labeling allows real-time updates in the app and outreach materials to reflect new initiatives or promotions.
- **Ongoing Support & Refresher Training** – PayByPhone provides continuous training opportunities, including refresher courses, updated guides, and 24/7 technical support to assist City staff with system updates and user inquiries.



Figure 29 - Dynamic Labels

k) Provide examples of reporting and pictures of system graphics and User interface for the City of Fort Lauderdale review.

As Fort Lauderdale's long-standing mobile parking payment provider for 16 years, PayByPhone offers a proven reporting suite and intuitive user interface that the City is already familiar with. Our cloud-based administrative portal provides real-time transaction insights, operational data, and enforcement reporting, ensuring the City can efficiently manage its parking ecosystem.

Reporting Capabilities

The PayByPhone Portal Dashboard offers the City of Fort Lauderdale customized reports and live system analytics to monitor parking behavior, optimize revenue, and support enforcement. Key reporting features include:

- **Operational Reports** – Detailed parking session data, occupancy trends, and transaction summaries.
- **Financial Reports** – Revenue breakdowns by location, date, and payment method.
- **Enforcement Reports** – Live session monitoring, patroller validation, and violation insights.
- **Customer Support Reports** – Account registration trends, session extensions, and user engagement metrics.

All reports can be exported in CSV, Excel, and PDF formats and set for automated email delivery, ensuring Fort Lauderdale's parking team has continuous access to actionable data.

User Interface & System Graphics

The PayByPhone administrative portal allows City officials to:

- Adjust rates, policies, and operational schedules in real-time without system downtime.
- Monitor occupancy and revenue trends through interactive dashboards.
- Access enforcement tools to verify compliance and validate payments seamlessly.

PayByPhone will provide live demonstrations, sample reports, and UI snapshots showcasing:

- Revenue heatmaps and demand analytics for optimizing pricing strategies.
- Dynamic reporting dashboards offering insights into peak usage times and location-specific trends.
- Parking Session Tester, enabling the City to preview rate adjustments and policy changes before implementation.

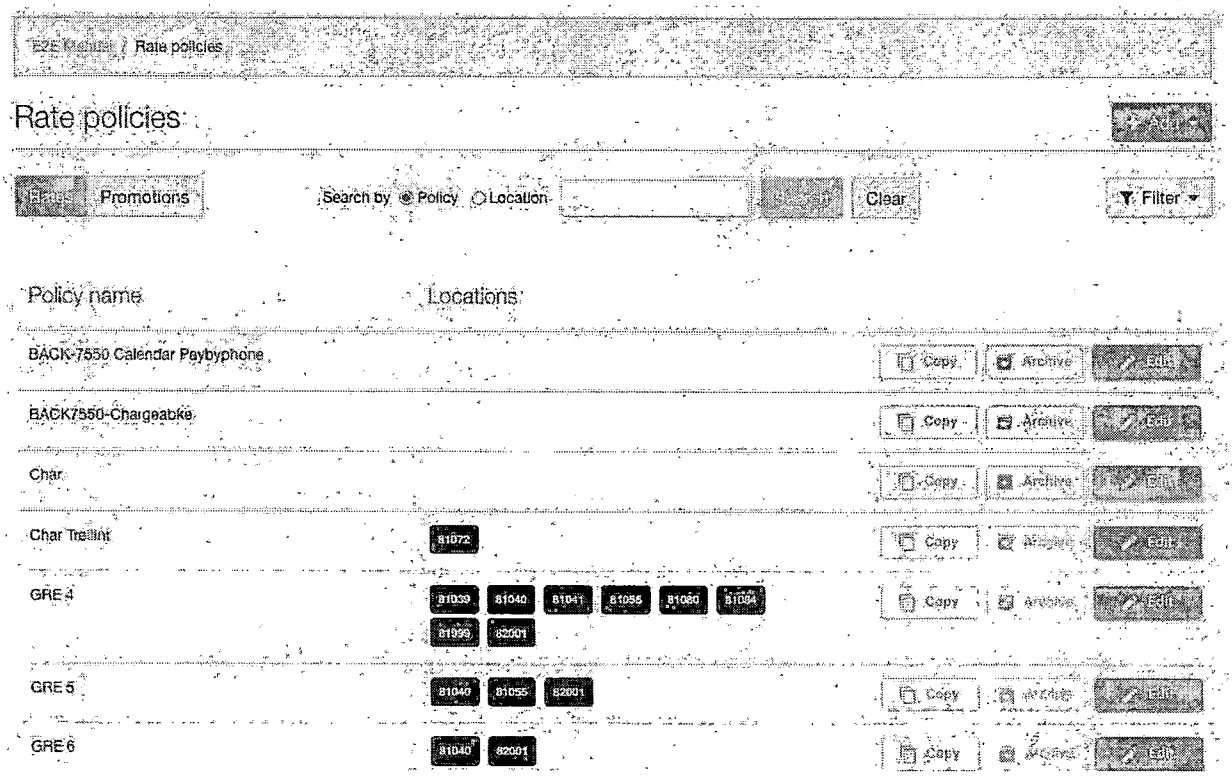


Figure 30 - Rates Management Page

As an existing PayByPhone client, Fort Lauderdale already benefits from full access to these reporting tools and system graphics. Our team will work closely with City officials to ensure all reporting needs are met and provide additional training, customization, and UI enhancements as required.

l) Provide licenses for administrative use.

As Fort Lauderdale's long-standing mobile parking payment provider, PayByPhone already provides full administrative access to authorized City staff through our cloud-based back-office system. No additional licenses are required—City personnel can seamlessly manage parking operations, generate reports, adjust policies, and monitor real-time transactions using their existing access.

The system supports role-based permissions, allowing Fort Lauderdale to assign different access levels for finance, enforcement, customer support, and operations teams. Administrators can:

- Monitor live transactions and verify enforcement data
- Update rates, policies, and zone configurations in real time
- Generate financial, operational, and enforcement reports
- Manage user accounts and customer support functions

PayByPhone ensures that Fort Lauderdale's team continues to have the necessary access and control to efficiently oversee and optimize its parking system without requiring additional licensing.

m) Allow a testing period and system revisions for the system service components before deployment to test functionality and customer use.

As Fort Lauderdale's existing mobile parking payment provider, PayByPhone ensures a structured testing period and system revisions before any new service components are deployed. Since the City is already using PayByPhone, our testing process focuses on validating enhancements, integrations, and customer experience improvements while maintaining uninterrupted service.

Testing & Revision Process

- **Sandbox Environment & Pre-Launch Testing** – New features and system updates are tested in a controlled environment to ensure functionality, compatibility, and operational efficiency.
- **Parking Session Tester** – Fort Lauderdale's administrative team can preview rate adjustments, policy changes, and zone configurations before deployment, ensuring accuracy and compliance.
- **User Acceptance Testing (UAT)** – City staff and enforcement teams have the opportunity to validate workflows, test real-world scenarios, and provide feedback on system usability before full deployment.
- **Limited Rollout & Customer Testing** – For major updates, PayByPhone can enable a soft launch in select locations to collect user feedback and fine-tune system performance.
- **Final Adjustments & Full Deployment** – Any necessary revisions are made before full system deployment, ensuring seamless functionality, user experience, and compliance with City requirements.

PayByPhone remains committed to working closely with Fort Lauderdale's team to conduct thorough testing, address feedback, and refine system components before they go live, ensuring a smooth transition with minimal disruption to current operations.

n) Provide graphic design support to plan, analyze, and create visual solutions for communication and training; to include but not limited to illustration, photography, animation, video and various print and layout techniques; produce promotional displays, communication materials (brochures, posters, fact sheets, etc.), and signage systems.

As Fort Lauderdale's long-standing mobile parking payment provider, PayByPhone offers comprehensive graphic design support to enhance public communication, training, and outreach initiatives. Our in-house design and

multimedia team collaborates with the City to create custom visual solutions, ensuring alignment with Fort Lauderdale's branding and communication goals.

Graphic Design & Communication Support

PayByPhone provides professional illustration, video production, and print layout design to support training and public engagement. Our team delivers:

- **Custom Promotional Displays & Communication Materials** – Professionally designed brochures, posters, fact sheets, and digital content to educate users and promote mobile parking adoption.
- **Video for Training & Outreach** – How-to videos and app walkthroughs to assist City staff, enforcement officers, and the public.
- **Signage Systems & Dynamic Labels** – High-visibility parking signage, decals, and branded wayfinding materials featuring QR codes, multilingual instructions, and City-approved designs.
- **Comprehensive Signage Design & Implementation** – Development of clear, visually engaging parking signs with City-approved branding to enhance wayfinding and public awareness.
- **Digital & Print Media Production** – Social media graphics, ad campaigns, and print-ready materials tailored for City outreach efforts.
- **Localized & Sustainable Campaigns** – Integration of Fort Lauderdale-specific promotions and sustainability initiatives, such as Meters for Trees and Green December, into public-facing materials.



Figure 31 - Customized Signage



Figure 32 - Customized Dynamic Labels

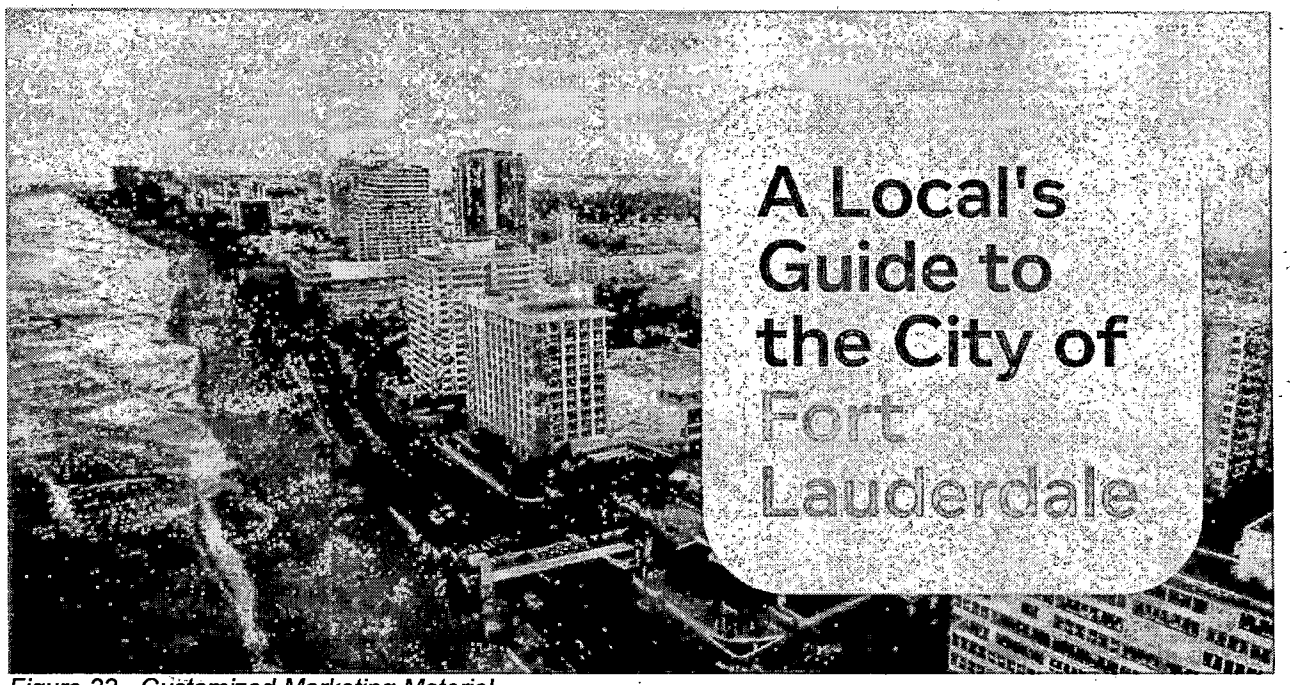
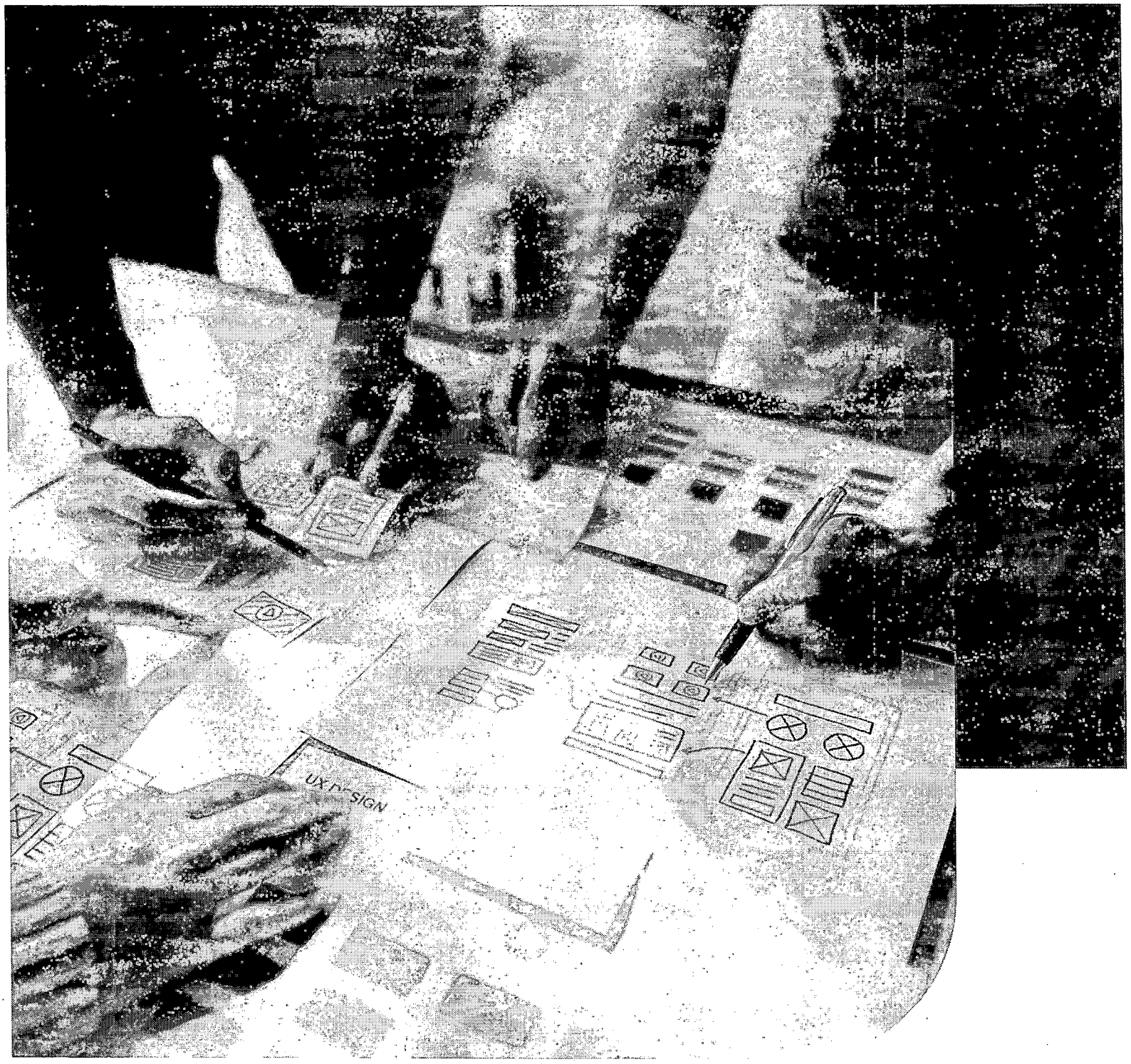


Figure 33 - Customized Marketing Material



Design Criteria and Standards

Design Criteria and Standards

a) A fully functioning mobile system of payment for metered parking with the option to pay by Smartphone application, voice, QR or mobile website. The service must be available to parking customers via regular cell phone, smartphone, landline, or personal computer (whether desktop, laptop, or tablet). The service must accept payment forms including all major credit cards and the capability to purchase parking through pay-as-you-go services, a virtual wallet, Apple Pay, and Android Pay.

PayByPhone complies and offers a variety of payment methods, accepting all major and many emerging payment options, including Mastercard, Visa (debit and credit), American Express, Discover (credit and debit cards), Apple Pay, Google (Android) Pay, and PayPal.

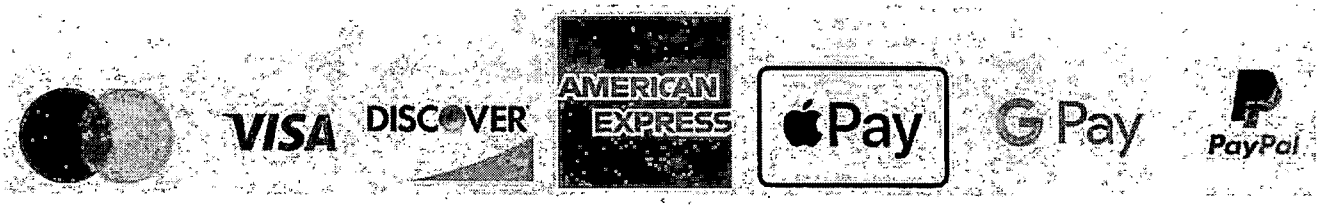


Figure 34 - Payment Methods

Payment Methods Available

- **App** – Our mobile app is available for download on both the Apple App Store and Google Play Store. It is compatible with iOS 15.0 (or higher) and Android 8.0 (or higher) supporting a driver's desire to "pay-as-you-go".

- **Website (desktop, laptop, or tablet)** – Drivers can park and pay quickly through the PayByPhone website, without needing to download the app or register an account. The website is accessible via mobile, tablets, or personal computer.

- **Phone (IVR)** – No smartphone? No problem. Our Interactive Voice Response (IVR) system enables drivers to pay for or extend parking via a simple phone call, making parking more accessible to all users. IVR works from both cellular devices and landlines.

- **Voice Payments (Alexa & Siri)** – Contactless, frictionless, and 100% hands-free. Drivers can pay for parking using Amazon Alexa or Apple Siri, providing a safer, more convenient payment experience.

- **QR Codes** – QR codes can be integrated into signage and decals. When scanned, they automatically launch the PayByPhone website or app, pre-filling the location number and parking details. The City can choose whether QR codes direct users to the website or app.

- **Pay by Text (Optional Add-On Feature, Additional Fees Apply)** – This feature allows drivers to initiate a parking transaction via SMS. It includes an additional monthly fee and per-transaction charge, should the City choose to enable it.

- **Digital Wallet (PayPal)** – Drivers can use their PayPal Wallet for convenient and secure payments. Unlike app-specific wallets, PayPal allows users to access and use their funds across multiple platforms and services, beyond just parking.

SMS & Email Notifications – Once registered, parkers must opt in to receive optional SMS reminders, including session confirmations and a 10-minute expiry reminder. Upon payment, users receive a free email receipt and, if opted in, SMS confirmations and reminders. SMS notifications carry a per SMS fee to the parker for those who opted in.

In-App Push Notifications – Drivers receive complimentary notifications via in-app push regarding incomplete (abandoned) sessions as well as upcoming expiry reminders.

Session Extensions – Drivers can extend their parking session remotely, provided the additional time does not exceed the maximum limit for that parking space.

Prepaid Wallet Options – We have partnered with PayPal, allowing users to pay for parking and other transit-related services through its wallet feature. Many users prefer PayPal Wallet over app-specific wallets, as funds remain accessible for multiple payment needs beyond parking.

Apple Watch Integration – PayByPhone was the first to introduce an Apple Watch parking application, launching at the Worldwide Developers Conference in 2018.

b) System hosted by the Proposer or hosted by a 3rd party at the Proposer's expense.

PayByPhone operates a secure, scalable, and highly reliable cloud-based Software-as-a-Service (SaaS) platform, eliminating the need for physical infrastructure for the City of Fort Lauderdale's mobile parking payment system. The system is designed for seamless integration with enforcement, financial, and parking management systems, providing a frictionless experience for both administrators and parkers.

- **Cloud-Based Architecture:** The PayByPhone platform is fully hosted in the cloud, reducing reliance on on-premise hardware. The system leverages Amazon Web Services (AWS) to ensure high performance, redundancy, and scalability. Real-time updates allow the City to adjust parking rates, policies, and enforcement rules dynamically.

- **Integrations:** PayByPhone is built for seamless integration with third-party systems, including parking enforcement platforms, payment gateways, and smart city infrastructure. Our system is fully managed in-house, providing direct accountability, faster issue resolution, and a streamlined user experience. With real-time data sharing and secure API connectivity, PayByPhone ensures effortless compatibility with the City's existing and future parking technologies.

- **Secure Transactions and Data Protection:** All transactions are processed using TLS 1.2+ encryption and secure cipher suites, ensuring the highest level of security. PayByPhone is PCI-DSS Level 1 certified, with strict compliance measures to protect cardholder data. The system prevents unauthorized access through encrypted databases, firewall protection, and controlled user authentication.

- **Scalability and System Performance:** PayByPhone's infrastructure is designed to handle high transaction volumes without service interruptions. With dynamic pricing models, multi-zone management, and customizable policies, the City can expand parking operations with minimal technical adjustments. The platform also offers real-time API integration with enforcement providers, ensuring seamless coordination between payment processing and parking regulation.

PayByPhone's secure and scalable system ensures efficient parking management, real-time enforcement, and a seamless user experience for the City of Fort Lauderdale's residents and visitors.

c) Must be 100% compliant with Payment Card Industry Data Safety Standards (PCI-DSS)

PayByPhone is 100% compliant with Payment Card Industry Data Security Standards (PCI-DSS) Level 1, ensuring the highest level of security for all transactions processed through our system.

Security Measures & Compliance

- **PCI-DSS Level 1 Certified** – The highest standard of payment security, ensuring safe and encrypted transactions
- **End-to-End Encryption** – All customer data is encrypted in transit and at rest to prevent unauthorized access

- **SOC 2 Type II Compliance** – Regular third-party audits to validate security, availability, and data integrity
- **Fraud Prevention & Threat Monitoring** – Advanced security protocols, including real-time threat monitoring.



Figure 35 - PCI-DSS Certificate

d) The system must provide redundant/fail-safe servers that ensure at least 99.9% uptime of all components of the system. The service provider must demonstrate their ability to maintain system uptime 24/7/365 and publish their contingency plans regarding any downtime. The service provider will be required to notify designated stakeholders (management) via email and/or phone within 15 minutes of verifying any system outage. Proposers need to address lost revenue under these circumstances.

PayByPhone's infrastructure is designed to provide uninterrupted service with redundant, fail-safe servers, ensuring at least 99.9% uptime for all system components—exceeding the City of Fort Lauderdale's 99.9% uptime requirement. Below, we describe the ways in which we maintain uptime to meet the City's requirement to demonstrate our ability to maintain uptime 24/7/365 as well as our contingency plan for downtime and lost revenue.

High Availability & Fail-Safe Architecture

- **Cloud-Based Infrastructure** – Our system is hosted on a highly secure, cloud-based platform with built-in redundancy and disaster recovery
- **24/7/365 System Monitoring** – Proactive monitoring detects and resolves issues before they impact users
- **Automated Failover Protection** – Immediate transition to backup servers in case of primary system failure

- **Regular Maintenance & Security Audits** – Ensures peak performance and compliance with PCI-DSS Level 1 and SOC 2 Type II

Incident Management & Downtime Contingency Plan

- **Real-Time Outage Notifications** – Designated stakeholders (management) will be notified via email and/or phone within 15 minutes of verifying any system outage
- **Detailed Contingency Plan** – Includes rapid response protocols to restore services quickly with minimal disruption
- **Customer Communication Strategy** – Real-time updates via app notifications, SMS, and email alerts

Loss of Revenue Mitigation

- **Guaranteed Business Continuity** – PayByPhone takes responsibility for maintaining reliable service at no cost to the City
- **Revenue Protection Strategy** – In the event of downtime, we work directly with the City to assess and mitigate potential revenue loss
- **Seamless System Recovery** – With our redundant infrastructure and rapid failover, disruptions are minimized to seconds or minutes, preventing financial impact.

Proven Reliability & Longstanding Partnership

As the trusted mobile payment provider for Fort Lauderdale for 16 years, PayByPhone's robust infrastructure and proactive risk management ensure continuous service, supporting the City's smart parking initiatives without interruptions.

e) Mobile applications to support existing, and updated as needed, Android, iOS, and Windows Mobile versions.

PayByPhone's mobile application is fully compatible with all major mobile operating systems, ensuring seamless access for all users. The app is regularly updated to support the latest versions of Android (8.0 or higher), iOS (15.0 or higher), and Windows, meeting Fort Lauderdale's requirements for a modern and adaptable, mobile parking payment solution.

Platform Compatibility & Continuous Updates

- **iOS** – Available on the Apple App Store, optimized for all iPhone and iPad models
- **Android** – Available on the Google Play Store and Huawei AppGallery, supporting a wide range of devices
- **Windows** – For Windows users, our platform ensures full accessibility without requiring an app download.

Ongoing Maintenance & Upgrades

- **Regular App Updates** – Ensuring compatibility with new OS versions and security patches
- **User Experience Enhancements** – Continuous improvements based on customer feedback and evolving technology
- **Future-Proof Architecture** – Built to adapt to emerging mobile technologies and smart integrations

f) Must be able to support multiple web browsers including Internet Explorer, Firefox, Safari and Chrome (mobile version).

PayByPhone's web-based platform (mobile version) is fully compatible with all major web browsers, including:

- Google Chrome (mobile & desktop)
- Mozilla Firefox

- Apple Safari (iOS & macOS)
- Microsoft Edge (successor to Internet Explorer)

Our system ensures seamless functionality across all supported browsers, providing a consistent and accessible user experience for the City.

g) The system must be able to operate independently of parking meters, allowing for use over the computer, smartphone or telephone.

PayByPhone operates independently of physical parking meters, allowing users to pay for parking through multiple digital channels without needing to interact with a meter.

- **Computer Access** – Pay via a web-based platform from any desktop or laptop
- **Smartphone Access** – Use the mobile app, QR code, or mobile web browser
- **Telephone (simple phone or landline) Access** – Pay via IVR (interactive voice response) or live customer support

h) The service must feed transactional data in real-time, and in a format acceptable to the City, to an Application Processing Interface (API). The service's databases must be adaptable to a Microsoft SQL Server environment.

PayByPhone's system feeds transactional data in real time to ensure seamless integration with Fort Lauderdale's parking management infrastructure.

- **Real-Time Data Transmission** – Instant updates for enforcement and reporting systems
- **API Compatibility** – Supports secure data exchange with the City's systems
- **Microsoft SQL Server Adaptability** – Our databases are fully compatible with SQL Server, ensuring smooth data integration and accessibility.

i) The service must have the ability to be scaled to Interface with weekly, monthly, or annual sales and with City-owned off-street parking facilities for future integration.

PayByPhone's system is fully scalable and designed to seamlessly integrate with weekly, monthly, and annual sales models, as well as the City-owned off-street parking facilities for future expansion.

Scalability for Parking Sales & Subscription Models

- **Supports Various Payment Plans** – The system can handle weekly, monthly, and annual permits, ensuring flexibility for long-term parkers.
- **Dynamic Rate Adjustments** – Enables the City to set tiered pricing, promotional discounts, and seasonal rate changes with ease.

Future-Proof Integration with Off-Street Parking Facilities

- **Seamless API Integration** – Compatible with existing and future parking management systems, including gated access, LPR (License Plate Recognition), and pay-on-foot kiosks.
- **Centralized Payment &** Reporting – Provides a unified system to manage both on-street and off-street parking transactions through a single back-office platform.
- **Wayfinding & Space Availability Integration** – This can be enhanced with real-time occupancy data and digital wayfinding tools to improve user experience.

j) Must have the ability to handle demand-based pricing.

PayByPhone's Global Rates Engine and Rights & Rates feature provide the City of Fort Lauderdale with a flexible, real-time demand-based pricing system, ensuring optimized space utilization and revenue management. These advanced pricing tools enable the City to dynamically adjust parking rates based on demand, location, user eligibility, and special events while seamlessly integrating with enforcement and payment systems.

Dynamic Pricing & Rate Customization

- **Real-Time Rate Adjustments** – Parking rates can be modified based on peak hours, special events, or high-demand locations, ensuring efficient space management.
- **Tiered & Progressive Pricing** – Rates can increase over time or vary by parking duration, encouraging space turnover and improving availability.
- **Event & Seasonal Pricing** – Custom pricing options for concerts, sports events, weekends, and holiday periods, allowing the City to adjust rates accordingly.

Global Rates Engine for Centralized Pricing Control

PayByPhone's Global Rates Engine enables the City to set, modify, and automate pricing structures across different zones, ensuring a consistent and optimized pricing strategy.

- **Centralized Rate Management** – Administrators can configure and deploy pricing changes instantly across multiple locations without system downtime.
- **Multi-Zone Pricing Logic** – Supports customized pricing for different districts, garages, and curbside parking areas based on real-time data insights.
- **Automated Policy Enforcement** – Ensures accurate rate application, reducing errors and manual intervention.

Rights & Rates Feature for Personalized Pricing

- **User-Based Discounts & Special Rates** – Provides residents, employees, or pre-approved groups with access to discounted or premium pricing.
- **License Plate-Based Access** – Automatically recognizes and applies appropriate rates for pre-approved vehicles, reducing friction at the point of payment.
- **Seamless Integration with Enforcement & Payment Systems** – Ensures real-time rate enforcement and a frictionless experience for drivers.

By combining the Global Rates Engine and Rights & Rates feature, PayByPhone ensures Fort Lauderdale has full control over demand-based pricing, optimizing space utilization, improving compliance, and enhancing the overall parking experience.

k) Must have the ability to recognize different rates and hours of operation for each zone throughout the City.

PayByPhone's Global Rates Engine and Rights & Rates feature provide Fort Lauderdale with full control over pricing structures and operational hours across different parking zones. These tools enable real-time updates, automated rate enforcement, and seamless integration with the City's enforcement and payment systems.

Advanced Zone-Based Pricing & Customization

- **Customizable Rates & Hours** – Set unique pricing and enforcement schedules for residential, commercial, and high-demand zones, ensuring tailored parking policies.
- **Automated Rate Application** – License plate recognition (LPR) automatically applies the correct rate per zone, minimizing manual enforcement errors.
- **Real-Time Adjustments** – Modify rates and hours instantly via a cloud-based portal, ensuring flexibility for special events, peak demand periods, and policy changes.
- **Multi-Zone Pricing Logic** – Supports varied pricing models for curbside, off-street, and garage parking based on location, demand, and user eligibility.
- **Seamless Integration** – API connectivity ensures accurate rate enforcement, compliance with the City's regulations, and synchronization across payment platforms, enforcement systems, and reporting dashboards.

With PayByPhone's Global Rates Engine, Fort Lauderdale can dynamically manage parking rates and operational hours with precision, ensuring optimized space utilization, improved compliance, and a frictionless experience for drivers.

l) Once notified by The City, the MPP system must make changes to rates, hours of operation within five business days.

PayByPhone's cloud-based portal allows the City of Fort Lauderdale to update rates, hours of operation, and parking policies instantly, providing complete flexibility through our self-serve platform. The City has full access to adjust any rate at any time, independent of PayByPhone, 24/7/365. This functionality fully complies with the City's requirement to manage rates autonomously. Additionally, PayByPhone's support team is available to assist with rate updates upon request, with all rate change requests being handled within 5 days (or less) of submission.

Benefits of the PayByPhone Portal & Global Rates Engine:

- **Rapid Implementation:** Changes to pricing, enforcement hours, and policies can be made instantly and deployed citywide, allowing the City to respond quickly to demand fluctuations, special events, or policy changes.

- **Global Rates Engine:** PayByPhone's advanced Global Rates Engine allows for real-time rate adjustments based on dynamic pricing models. This feature enables the City to set flexible pricing structures that can be adjusted based on factors such as location, time of day, special events, and more. The system supports various pricing models, including flat, tiered, or progressive rates, providing a fully customizable solution to meet the City's specific needs.

- **Self-Serve Admin Portal:** City staff can independently adjust settings such as parking rates and enforcement policies without requiring technical support, streamlining the management of parking operations. The portal allows for real-time synchronization with enforcement and payment systems, ensuring seamless updates.

- **Automated Updates:** New rates, hours, and policies sync instantly with enforcement and payment systems, minimizing downtime and ensuring that the changes are implemented effectively across all parking zones and enforcement areas.

This integrated and flexible system ensures that the City of Fort Lauderdale can manage its parking rates and enforcement policies efficiently, enhancing operational control while maintaining a seamless experience for parkers.

m) Awarded MPP(s) may be responsible for signage, decals, and other information. The City will approve the design before installation and have the authority to brand its own parking logo/signage at no additional cost to the City.

PayByPhone will fully support signage, decals, and marketing efforts for the City of Fort Lauderdale, ensuring a smooth implementation and ongoing adoption of the mobile parking system.

Should the City choose to retain PayByPhone and additionally add a new vendor equally on new signage, PayByPhone commits to cover an equal portion of the signage fees with other incoming vendor(s) to ensure no-cost to the City, while also serving as the primary coordinator of signage for design and mock-up working collaboratively with the incoming vendor to secure signage approvals from all.

Signage & Branding Compliance

- **City-Branded Signage & Decals** – PayByPhone will design, produce, and install signage at no cost to the City, incorporating Fort Lauderdale's branding and parking logo.

- **Approval Process** – All designs will be submitted to the City in coordination with other participating vendor(s) for review and approval before installation to ensure alignment with municipal guidelines.

- **Accessibility & Clarity** – Signs will feature high-contrast colors, clear fonts, and QR codes for quick and easy access to the PayByPhone platform.



Figure 36 - Customized Signage



Figure 37 - Customized Decals



Figure 39 - Multi-Vendor Decal Sample



Figure 38 - Multi-Vendor Signage Sample

n) MPP's system must meet all the City of Fort Lauderdale IT Contract Requirements.

PayByPhone complies. Please find our PCI-DSS compliance certificate and SOC 2 Type II report *attached as Appendix 2 to this document.*

o) All awarded Vendors must have the ability to utilize the same zone location numbers.

PayByPhone fully supports the ability to utilize the same zone location numbers across all awarded vendors, ensuring a seamless and unified parking experience for the City of Fort Lauderdale. As the existing provider within the City, drivers will continue to park with no impact on the service they know and love using location numbers already identified throughout the City.

- **Consistent Zone Management** – PayByPhone's system integrates with pre-existing and shared zone numbers, eliminating the need for users to adjust to different numbering schemes.
- **Real-Time Synchronization** – Our cloud-based platform ensures zone data updates instantly across all enforcement, payment, and reporting systems.
- **Seamless Multi-Vendor Integration** – PayByPhone's flexible API allows compatibility with other vendors while maintaining consistent zone identifiers.
- **User-Friendly Implementation** – Customers can easily select their parking zone in the app, via QR codes if desired, or through IVR, reducing confusion and enhancing adoption.



Administrative Access

Administrative Access

a) All Administrator-only software systems should have standard and ad-hoc reporting capabilities. The systems should be able to create standardized predefined reports as well as ad hoc reports concerning operations daily.

As the City's current provider, PayByPhone provides full access to our real-time operational reporting solution via a secure cloud-based back-office system. This intuitive platform enables the City to analyze transactional data in real time and generate both standardized predefined reports and specifically configured reports as needed for daily operations.

Key Reporting Insights Available:

- New and active users
- Customer service issues
- Revenue tracking, including:
  - All Payments Individual Transaction Details
  - Daily Deposit Summary
  - Deposit Individual Transaction Details
  - Revenue by Location
- Usage analytics, including:
  - Usage by Location Detail
  - Usage by Location Summary

The City has full control over user access and authorizations. Each user receives unique login credentials with view/edit permissions assigned according to City-defined roles. Transaction data can be searched using a date-range filter, and our robust reporting tool provides the City with full visibility into both current and historical parking session data.

Example Reports Available to the City:

Operational Reports	Customer Support Reports	Financial Reports
• All Payments Individual Transaction Detail • Revenue by Date • Revenue by Date/Zone • Revenue Daily by Zone • Revenue by Location Detail • Revenue Summary by Lot and Zone • Usage by Location	• Transactions, Registrations, and Unique Users • Customer Parking History • Extended Sessions • Vehicle Parking History	• Revenue (NO VAT/VAT Calculated) • Revenue By Charge Date • Revenue By Lot/ Charge Date with Zone • Revenue Daily by Zone • Revenue Summary by Zone

Standardized & Ad-Hoc Reporting Capabilities:

PayByPhone's Portal (Back-Office) allows administrators to generate standard and ad-hoc reports using:

- Predefined templates for daily operational insights
- Vehicle registration number, phone number, or last name (full or partial) searches
- Parking session trends by location and duration
- Extended transactions and real-time occupancy rates
- Peak usage graphs and failure rate analysis

Reports can be downloaded in multiple formats (CSV, XLS, and PDF) and scheduled for automated email delivery, ensuring Fort Lauderdale has continuous access to critical data for operational efficiency and decision-making.

Sample Figures Available for Review:

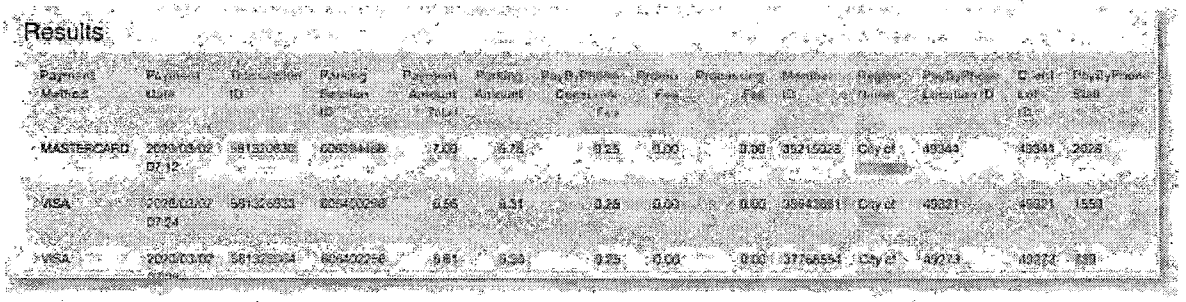


Figure 40 - Reports - Daily Deposit Summary

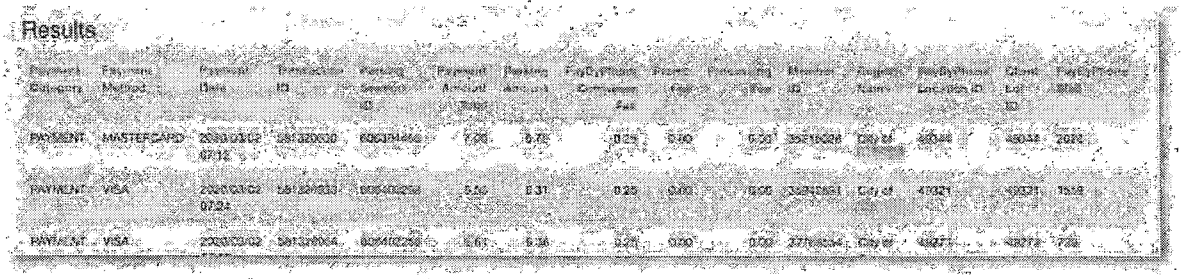


Figure 41 - Reports - All Payments Individual Transaction Details

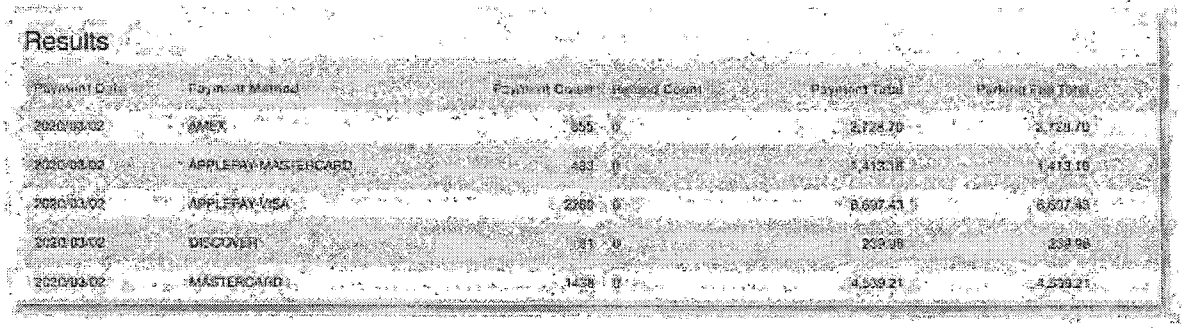


Figure 42 - Reports - Deposit Individual Transaction Details

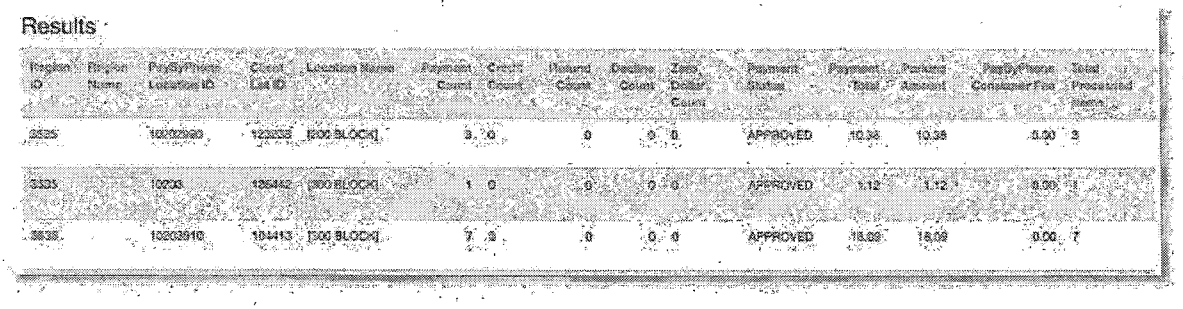


Figure 43 - Reports - Usage by Location Details

With real-time insights, customizable reporting, and secure access, PayByPhone ensures Fort Lauderdale's parking administrators have the tools needed to manage operations effectively and optimize parking services through both standardized and ad-hoc reporting functionalities.

b) Each service provider administrator-only software should offer:

1. The ability to identify what funds were collected by the MPPs over time ranges such as day, hour, week, month, quarter, and year.

PayByPhone complies.

As the City's current provider, PayByPhone offers real-time operational reporting through our secure cloud-based back-office system. This system allows the City to access detailed transactional data analytics, including revenue collection over various time periods. Administrators can generate reports on:

- Daily, hourly, weekly, monthly, quarterly, and yearly revenue
- Revenue by location, zone, and transaction type
- Detailed deposit summaries and individual transaction records

This data is readily accessible through our intuitive reporting dashboard, ensuring complete visibility into all parking revenue streams.

2. The ability to export all reports into a comma delimited CSV and/or Excel file.

PayByPhone complies.

PayByPhone's reporting system supports exporting all reports in multiple formats, including CSV, Excel (XLS), and PDF.

- Reports can be generated on-demand or scheduled to be automatically sent via email.
- Data can be filtered by date range, location, transaction type, or user activity before export.
- Reports include financial summaries, revenue breakdowns, and user activity analytics for easy integration with other City systems.

3. The ability to pull, query and report on data points including zone, location, hourly meter rate, hours of operation, and more.

PayByPhone complies.

PayByPhone's robust reporting tools allow City administrators to query and generate reports on multiple parking-related data points, including:

- Zone-specific revenue and usage
- Hourly meter rates and adjustments over time
- Hours of operation for different locations and pricing structures
- Vehicle parking history and extended sessions
- Customer support reports, including transactions and service issues.

c) The proposed system must be capable of seamlessly forwarding pertinent transactional data.

PayByPhone complies.

PayByPhone's system ensures real-time transmission of transactional data, seamlessly integrating with the City of Fort Lauderdale's enforcement, financial, and reporting systems. Using secure API connectivity, our platform forwards data in multiple formats, including JSON, XML, CSV, and SQL, ensuring compatibility with Microsoft SQL Server.

The system provides instant access to payment, revenue, parking session, and enforcement data, enabling real-time monitoring and efficient auditing. Administrators can track revenue trends, user activity, session details, and

compliance metrics, ensuring accurate enforcement and financial transparency. With 99.9% uptime, end-to-end encryption, and PCI-DSS Level 1 compliance, our platform guarantees secure and uninterrupted data flow.

d) Provides transaction reports so that funds reconciliations can be conducted appropriately and timely.

PayByPhone complies.

PayByPhone provides detailed, real-time transaction reports that enable the City of Fort Lauderdale to conduct accurate and timely fund reconciliations. Our secure cloud-based back-office system ensures full visibility into all financial transactions, allowing administrators to track revenue, payments, deposits, and session activity with precision.

The system generates daily, weekly, monthly, and yearly financial reports, including revenue by location, payment method, and individual transaction details. Reports are exportable in multiple formats (CSV, Excel, PDF) and can be scheduled for automated delivery to the key City personnel. Data is available in real time, ensuring enforcement teams, finance departments, and auditors have immediate access to up-to-date financial records.

e) The service provider will be required to provide support contact information (both working hours and off-hours) and ensure that there will be adequate support staff available to address any system problems in a timely manner. Any problems encountered will be assigned a priority ranking. This ranking will determine the allowable window for resolution.

PayByPhone complies.

As Fort Lauderdale's incumbent provider, we will continue to provide customer support in the manner in which the City expects. *Please see our support information outlined in the Customer Support Section.*

f) The service provider's back-end software will include an easy-to-learn, intuitive interface to allow active monitoring of the system. The application will include the ability to run standard, configurable reports as may be needed. These reports should be capable of being exported to several popular formats including Microsoft Excel and Word, Adobe PDF, etc.

PayByPhone complies.

PayByPhone's secure, cloud-based back-office system provides an intuitive, easy-to-learn interface that allows the City of Fort Lauderdale to actively monitor parking operations in real time. The system is designed for efficiency and ease of use, ensuring the City administrators can access and analyze data with minimal training.

The comprehensive reporting suite includes standardized and customizable reports covering revenue, parking sessions, enforcement activity, and user trends. Reports can be filtered by date, location, transaction type, and user activity to provide detailed insights tailored to the City's needs. Administrators can generate reports on-demand or schedule automated report delivery at regular intervals.

All reports can be exported in multiple formats, including Microsoft Excel (CSV, XLS), Microsoft Word (DOCX), Adobe PDF, and other widely accepted formats, ensuring seamless data integration with the City's financial, enforcement, and planning systems.

g) Provides detailed revenue, technical and utilization reports with the ability for dates to be filtered by City, area within City, and block face within area. Areas for parking will only be defined down to zones/block faces.

PayByPhone complies.

PayByPhone's cloud-based back-office system provides comprehensive revenue, technical, and utilization reports with advanced filtering capabilities. The system enables the City of Fort Lauderdale to generate real-time and historical reports based on City-wide, area-specific, or block-face-level data, ensuring granular insights into parking operations.

Administrators can filter reports by:

- **City-Level Data** – Provides a high-level overview of total transactions, revenue, and parking trends.
- **Area-Specific Reports** – Allows analysis of parking utilization, enforcement, and revenue trends within specific regions.
- **Zone & Block Face Data** – Offers a detailed breakdown of parking sessions, peak usage times, and revenue at the block face level.

The reporting system supports multiple export formats, including Microsoft Excel (CSV, XLS), Adobe PDF, and XML, ensuring easy integration with the City's existing financial and enforcement tools. Reports can be generated on demand or scheduled for automatic delivery, and system administrators have real-time access to technical performance data, uptime monitoring, and transaction history to ensure seamless parking management.

h) Maintains a mobile friendly back office.

PayByPhone complies.

PayByPhone's cloud-based back-office system is fully mobile-friendly, allowing City of Fort Lauderdale administrators to monitor and manage parking operations anytime, anywhere.

Designed with a responsive interface, the system ensures seamless access from desktops, tablets, and smartphones without requiring additional software installations.

Administrators can use the mobile-friendly back office to:

- Monitor real-time transactions, parking sessions, and enforcement data on the go.
- Generate and export reports on revenue, utilization, and technical performance.
- Search and retrieve transaction history, customer details, and enforcement activity.
- Configure parking rates, hours of operation, and zone management settings remotely.

i) Provide ten (10) physical training manuals and 1 digital copy containing detailed information on processes and procedures and step-by-step instructions for system usage.

PayByPhone complies and is committed to providing comprehensive training materials to ensure the City of Fort Lauderdale's staff can efficiently operate and manage the system. As the City's current mobile payment provider, digital methods have been the mutually preferred training mode, and as a green-first organization, we have moved toward digital training materials overall. However, we can commit to providing these training manuals in a physical format should the City request this to be included as noted below.

Contents of Training Manuals:

- **System Overview** – Introduction to PayByPhone's back-office and enforcement tools.
- **User Roles & Permissions** – Guide on creating and managing administrator access.
- **Revenue & Financial Reports** – How to retrieve, filter, and export revenue and transaction data.
- **Utilization & Operational Monitoring** – How to track parking trends, analyze demand, and enforce policies.
- **Rate & Zone Management** – Step-by-step guide on configuring pricing, zones, and operational hours.
- **Customer Support & Issue Resolution** – Troubleshooting common system and payment issues.
- **Real-Time Data & API Integration** – Overview of data shared with City databases and enforcement platforms.
- **Mobile-Friendly Administration** – How to use the system on mobile devices for remote monitoring.

Additionally, PayByPhone will provide ongoing training sessions and live support to ensure City staff remain proficient in system operations. Our manuals will be updated as needed to reflect new features, policy changes, or system enhancements.



Customer Service

Customer Service

a) Provides customer service for account set-up.

As your incumbent provider, we will continue to provide toll-free, live customer service telephone support for account setup and other inquiries, available 24/7 in English, Spanish, and French.

Support to the Driver

Phone Support

Part of what makes PayByPhone a successful adoption story and sets us apart from competitors is our 24/7 customer support service. All agents are native English speakers, with support also available in Spanish, and French.

- This free toll-free service connects drivers to a live agent who can set up a PayByPhone account if they experience challenges doing so themselves.
- The support line also addresses questions, escalates technical issues, and handles complaints as needed.
- Our multilingual support staff helps reduce the number of calls routed to City staff for app-related issues.

Email Support

Our customer support agents are available Monday to Friday, 8 a.m. to 6:30 p.m. EST, handling email-based support requests, including:

- New account setup and registration.
- Adding/removing vehicles and payment methods.
- Starting or ending parking sessions.
- Handling complaints and escalating technical queries.

Chatbot Assistance – "Parker"

Our chatbot, Parker, provides quick, automated assistance via the app menu and PayByPhone website.

- The chatbot guides drivers through the registration process and can escalate complex issues to Tier 2 agents via email.
- If additional support is needed, drivers are either transferred to a live agent or given a customer support phone number for further assistance.

Help Centre within the App

Our mobile app includes a comprehensive Help & Support section, offering:

- Step-by-step guides with images to help drivers register their accounts independently.
- Live agent assistance available 24/7 for real-time support.

Registering Driver Details via IVR/Touchtone Service

When an unregistered driver calls, the IVR/Touchtone service automatically detects their phone number and provides two options:

1. Register for PayByPhone parking.
2. Speak to a customer service representative for live assistance.

If the driver selects customer service, they are prompted to enter a location code before being automatically transferred to the appropriate call center contact. Live agents can complete the registration process for the driver over the phone.

In-App and Web Support

The PayByPhone app and website include:

- A Help & Support section with self-service FAQs and troubleshooting guides.
- One-click access to the customer support helpline.
- A feedback submission option for additional support.

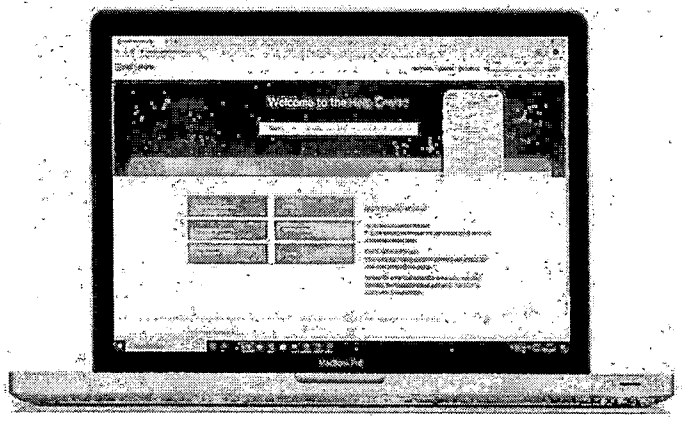


Figure 44 - Web Customer Support

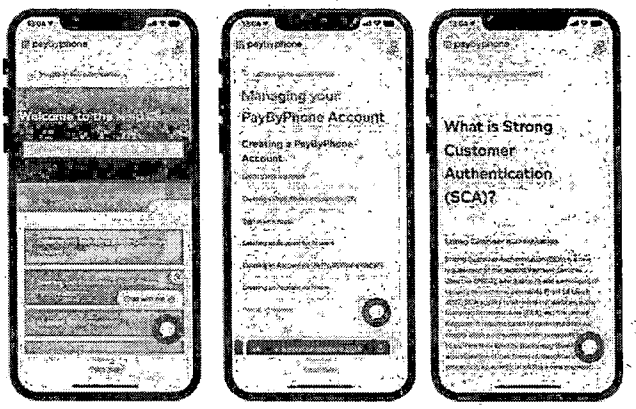


Figure 45 - In-App Customer Support

Multilingual Support

- Our public-facing website can be translated into more than 65 languages, ensuring accessibility for a diverse user base.
- Drivers can self-manage their accounts at any time via the PayByPhone app or website, allowing them to update payment methods, add/remove vehicles, and modify account details without requiring customer support assistance.
- All customer interactions via our toll-free support line are logged and managed using Zendesk, a cloud-based helpdesk solution that:
  - Tracks and manages driver support tickets.
  - Monitors customer inquiries, resolutions, and escalations in real time.
  - Generates reports on support calls and emails, available upon request.
- Our smartphone app is available in 11 different languages, allowing drivers to access the platform in their preferred language. Supported languages include English, Spanish, French, Punjabi, Italian, Traditional Chinese, Simplified Chinese, German, Welsh, Dutch, and Armenian.

Support for City Staff

Dedicated Account Manager

As the City's dedicated Account Manager, Stephen Marbert, will continue to support the City's administrative staff. Stephen can be contacted via email or a toll-free number between 8 a.m. and 5 p.m. EST, Monday to Friday.

Stephen will hold regular meetings with the City to ensure issues are prioritized appropriately and resolved in a timely manner. He will also assist with inquiries related to:

- Day-to-day operations
- General inquiries
- Driver-related queries from consumers & clients
- Finance & billing issues
- Technical support & urgent technical concerns

Client Support Team

The City is additionally supported by three team members who manage integrations and client support tickets. This team will continue to support the City's administrative staff. They are available between 8 a.m. and 8 p.m. EST, Monday to Friday.

Technical Support & Emergency Response

PayByPhone provides administrative staff with a response within 24 hours, excluding weekends. In urgent cases, responses are often provided on the next business day (Monday).

- **Standard Technical Inquiries** – Typically responded to within 60 minutes, depending on complexity and coordination requirements.
- **Emergency Support** – To report critical system issues, City staff can call the toll-free emergency support number or email support with detailed issue descriptions.

Customer Service Performance Monitoring

Zendesk CRM System

- Our Zendesk cloud-based helpdesk solution serves as the central hub for all client and driver inquiries, providing a fully integrated ticketing system. Zendesk is at the core of our customer support operations, utilizing advanced analytics and machine learning capabilities to monitor and improve performance across various metrics, including CSAT, ticket volume, calls answered, average handling time, first reply time, and resolution time.
- The Operational Team continuously tracks the progress of each ticket and its resolution, ensuring service quality is maintained. We regularly review these statistics to identify areas for improvement and better understand the common queries raised by drivers.
- Zendesk's proactive features trigger alerts for frequently reported issues, allowing us to identify root causes before problems escalate. For example, if we notice a trend of drivers experiencing issues logging into the PayByPhone platform, we can collaborate with our marketing team to release targeted communication on social media, providing troubleshooting tips and preventing further inquiries on the same issue.

Our team continuously reviews this data to identify trends, improve processes, and proactively address common concerns. For example, if data highlights frequent login issues, we will coordinate with marketing to release troubleshooting guidance via social media.

b) Clearly identify service costs to the customer associated with each transaction (Vendor providing the lowest cost will be ranked as No.1 for the Pricing Section of the weighted criteria.)

PayByPhone ensures full fee transparency by clearly displaying all service costs associated with each parking transaction before payment is made. When a driver initiates a transaction, they are prompted to select their location, duration, and vehicle information, after which they are presented with a confirmation page outlining the total cost and applicable service fees.

Breakdown of Fees Displayed to the Customer

Drivers can view a detailed cost breakdown through the "View Totals" option, which itemizes:

- **Parking Fee** – The base cost set by the City.
- **Service Fee (Transaction Fee)** – Applicable transaction fees, excluding any applicable taxes.
- **SMS Reminder Fee (optional, opt-in feature)** – Charged only if the driver chooses to receive an SMS alert before session expiration, which are exclusive of any applicable taxes.
- **SMS Confirmation Fee (optional, opt-in feature)** – Charged if the driver selects SMS confirmation upon booking, which are exclusive of any applicable taxes.
- **Total Cost** – The final amount payable, ensuring complete transparency.

Additionally, convenience fees are clearly listed in email receipts for all parking transactions, reinforcing transparency after payment.

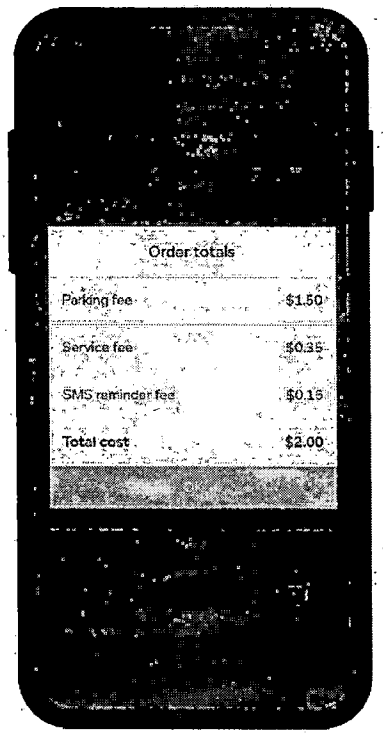


Figure 47 - Fee Transparency

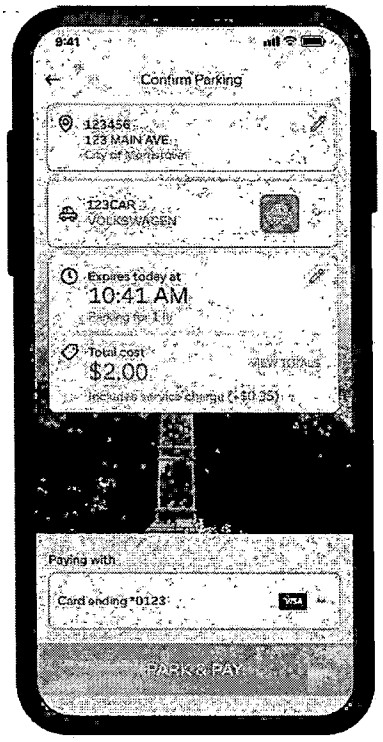


Figure 46 - Receipts

By providing upfront disclosure of all costs before payment is confirmed, PayByPhone ensures that drivers fully understand their transaction fees, allowing for an informed and seamless parking experience.

c) Provides customers with the ability to cancel a parking session at any time.

PayByPhone offers customers a flexible and user-friendly parking experience, allowing them to modify, extend, or cancel their parking sessions as needed. Session cancellation is available via our "Stop Parking" feature. This feature is only available in locations where activated and may be activated at the request of the City.

Key Features for Parking Session Flexibility

- **Session Confirmation** – Before initiating a session, drivers are presented with a detailed confirmation screen displaying the parking location, duration, and total cost, allowing them to review and adjust their details before confirming payment.
- **Session Extensions** – Customers can remotely extend their parking session from the PayByPhone app, website, or IVR system, preventing interruptions or violations.
- **Cancellations** – Drivers can cancel their parking session at any time, thanks to our Stop Parking feature, which provides full flexibility and control over their parking time.
- **Reminder Notifications** – Drivers can opt-in for SMS or app notifications to receive alerts when their session is about to expire, helping them avoid unnecessary charges or enforcement actions.
- **Pay-by-Plate Integration** – Since PayByPhone operates in a pay-by-plate environment, enforcement officers rely on real-time digital records instead of physical receipts, ensuring transparency and accuracy in session management.

d) Includes real-time IVR and web-based account sign-ups and payments. The vendor must allow customers to set up an account and park immediately at the time of purchase.

PayByPhone complies. PayByPhone delivers a high-quality, customer-focused mobile parking solution designed to maximize convenience and provide flexible parking options for the City of Fort Lauderdale. Our platform enables real-time IVR and web-based account sign-ups and payments, allowing customers to set up an account and park immediately at the time of purchase. We enhance the user experience by offering multiple payment methods, real-time transaction management, and seamless integration with enforcement and the City's systems.

Registration via Interactive Voice Recognition (IVR)

PayByPhone provides a fully PCI-compliant Interactive Voice Recognition (IVR) service for drivers to register and pay for parking. Our IVR service automatically differentiates/identifies between first-time callers (using their mobile number), callers who have previously used the service, and callers who have a current parking session in progress. First-time drivers are automatically rerouted to the registration process. Registered drivers are fast-tracked to the payment process. At all times during the call, the driver can choose to be transferred to a live agent 24/7.

Registration via Live Agent

Part of what makes PayByPhone a successful adoption story – and sets us apart from our competitors – is access to our 24-hour customer support service. This complimentary service (utilizing a local rate telephone number) connects the driver to a live agent who can set them up with a PayByPhone account should they experience any issues doing so themselves. The customer support line (available in English, Spanish, and French) also addresses questions and escalates technical queries.

Our Live Agents can set up new accounts, start/end parking sessions, add/remove vehicles, and add/remove payment methods on a driver's behalf. The call center is fully PCI compliant, and assistance can be provided in English, Spanish, and French.

Extending Parking Sessions via Smartphone: Extending has never been simpler. Drivers/local businesses can extend their parking at the same location up to the maximum stay restrictions and may immediately purchase another parking session after the first parking session has expired. The parking status can be viewed instantly with a 'swipe right' using our iPhone widget.

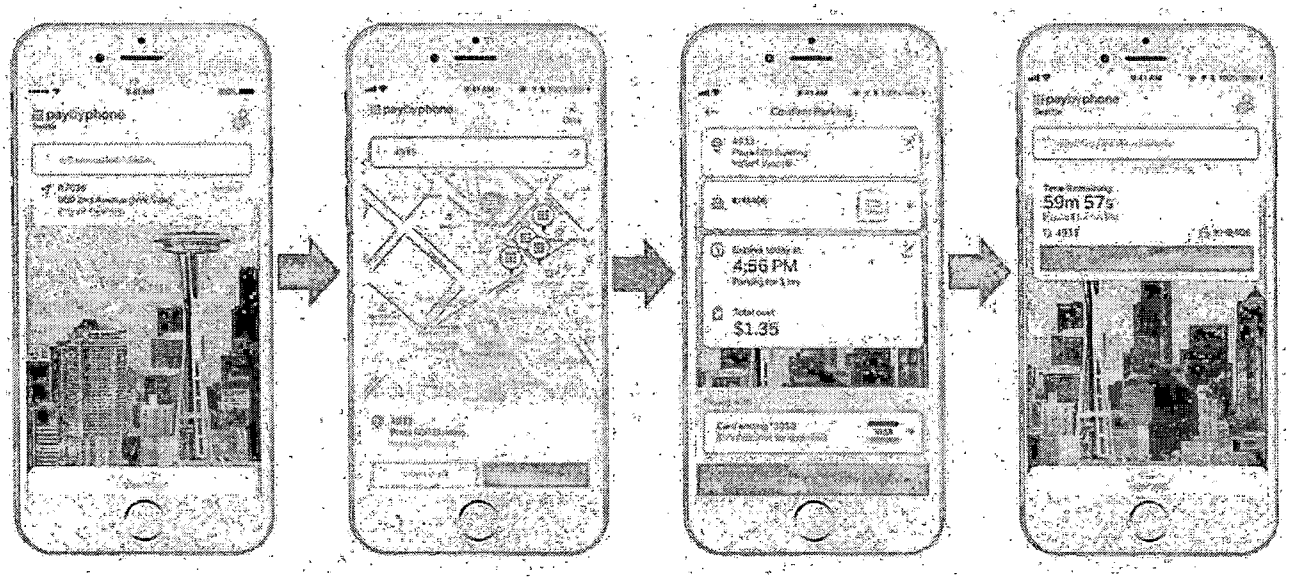


Figure 48 - Extending Parking Sessions via Smartphone

We also offer drivers/local businesses the option of extending their parking session via:

Extending a parking session via Web: The functionality of the PayByPhone website mirrors the processes shown for mobile apps to ensure a consistent experience. Drivers/local businesses can extend their parking at the same location up to the maximum stay restrictions and may immediately purchase another parking session after the first parking session has expired.

Nearby Locations and Maps: Maps are a great way to visually understand parking at a city level, encourage driver adoption of digital parking, and reduce traffic by empowering drivers to plan for parking ahead of time.

Maps enable drivers to find the correct location number instead of rushing back to their vehicle. When location services are turned on, drivers are able to visualize parking locations around them or wherever PayByPhone is available. Drivers can also interact with the map to stay informed of hours, restrictions, and accepted payment methods. Combined with Nearby Parking, Recent, and Favorite locations, PayByPhone makes it easier than ever to park.

Push Notifications: Along with in-app messaging, PayByPhone's push notifications maximize driver engagement and retention, which help drive adoption rates in the City. Based on the geolocation of the driver, PayByPhone uses a real-time push and email engagement tool with built-in analytics.

e) Provide live, toll free, customer support by telephone or email 24/7/365. The support must be available in English and Spanish at a minimum.

Most drivers will use our automated services without difficulty. However, when human assistance is required, PayByPhone ensures support is easily accessible through multiple channels.

Support Channels

24/7/365 Live Agent Support

We provide live, toll-free customer support by telephone and email, available 24/7/365 in English, Spanish, and French. Our PCI-compliant call center enables drivers to:

- Set up new accounts.
- Start or end parking sessions.
- Add or remove vehicles.
- Add or remove payment methods.

Live agents can be reached via:

- **Phone Support** – Drivers can call a toll-free number for immediate assistance.
- **Email Support** – For less urgent or detailed technical support needs, drivers can email our support team.

Additional Customer Support Options

- **Chatbot "Parker"** – Our AI-powered chatbot, available via the app menu and at www.paybyphone.com, provides quick answers to common questions and continuously learns to improve responses.
  - The chatbot determines if live assistance is required and escalates inquiries accordingly.
  - If escalation is needed, the driver is either:
    - Provided with a call center telephone number for direct contact.
    - Issued a Help Request ticket sent to Tier 2 agents for further review and response.

- **Smartphone Application & Mobile Website** – Drivers using the PayByPhone app or mobile website can easily contact our call center:
  - The information tab in the app provides the toll-free contact number.
  - Most smartphones enable users to tap the number and call a live agent instantly.

- **IVR/Touchtone Service** – During the IVR process, drivers encountering difficulties can opt to speak with live agent at any time.

- **Help Centre within the App** – Our mobile app and website include a comprehensive Help & Support section with over 50 articles to assist drivers in resolving issues independently. Drivers can also connect directly to a live agent within the app for additional support.

- **Online Tutorials** – The PayByPhone YouTube channel provides short tutorial videos covering everything from registration to account management, ensuring drivers can access step-by-step guidance at their convenience.

- **Social Media Support** – Drivers can reach live agents through social media platforms, including X (formerly Twitter) and Facebook, providing another easy way to get support.

f) Has customer username and password login applications for repeat users.

When a driver chooses to create an account with PayByPhone to facilitate repeat sessions, parking is a breeze! With this in mind, PayByPhone has strict policies and procedures in place for access control to ensure data security and user privacy. Clients are assigned a unique username and are required to create a complex password to access PayByPhone services. Login credentials expire after three months of inactivity, ensuring inactive accounts are secured.

Each PayByPhone service user has a unique login with a complex password requirement for secure access. Drivers can view their parking history directly from the PayByPhone app or website. These access control measures are assessed annually as part of our PCI-DSS and SOC 2 Type II security compliance audits, ensuring adherence to industry-leading security standards.

Registered Users

Once registered, drivers do not need to enter their credentials again. To pay for parking, they simply enter their location code, parking duration, vehicle details, and payment method.

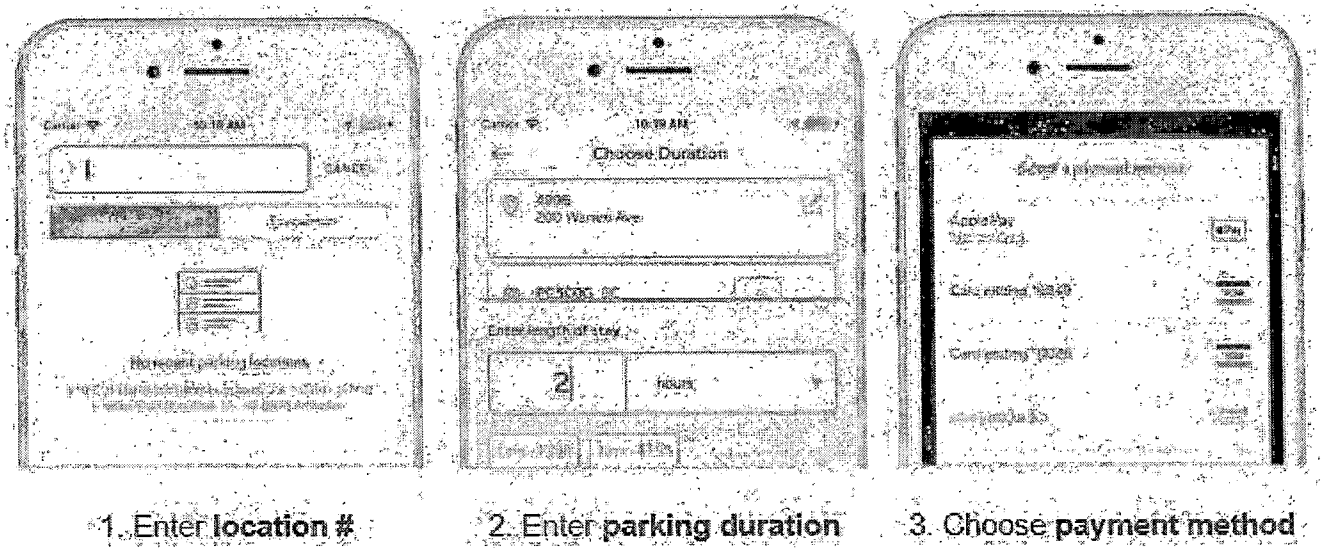


Figure 49 - Registration Flow

Registration Options:

- **Phone number/email, create a password, agree, and register.**

- **Social login options (Apple, Google, Facebook).**
- **Guest accounts (no registration required).**

Once a driver registers, a dynamic account page is automatically created, accessible via the PayByPhone website, mobile apps, and social media integrations (e.g., Facebook, Apple ID).

The website functionality mirrors the mobile app experience, ensuring a consistent user journey.

g) Payment options include toll free voice call, Smartphone application and mobile webpage.

PayByPhone complies.

Payment

Available payment options include Mastercard, Visa (debit and credit), American Express, Discover, Apple Pay, Google Pay, and PayPal.

PayByPhone provides multiple convenient and secure payment options, including toll-free voice calls, smartphone applications, and mobile web access, ensuring a seamless experience for all drivers. All transactions are processed in a PCI Level 1 certified environment, ensuring the highest level of security and compliance.

Platform	Registration	Payment	Management	Receipt
iOS App	•	•	•	•
Android App	•	•	•	•
Huawei App	•	•	•	•
Windows Mobile App	•	•	•	•
Mobile Web	•	•	•	•
Online	•	•	•	•
IVR	•	•	•	•
Voice (Siri and Alexa)		•		•
24/7/365 Live Agents	•	•	•	•

Payment Cards and Vehicles

Payment cards and vehicles can be managed across all available channels. Each account can store multiple payment cards and vehicles, offering flexibility for users.

To streamline the process, the smartphone camera feature allows users to scan and upload payment card details and vehicle information with an image attachment. This feature has led to a significant reduction in errors, such as selecting the wrong vehicle, which helps drivers avoid citations.

For multi-vehicle accounts, an optional prompt ensures that users select the correct vehicle each time they park, rather than defaulting to the last vehicle used.

Payment options include:

- **App** – Our smartphone mobile app is available for download on both the Apple App Store and the Google Play Store. The app works with iOS 15.0 (or higher), Android 8.0 (or higher), and Windows.

- **Website** – For the website option, drivers can park and pay quickly without registering for an account or needing to download the app. The PayByPhone website works for both mobile web and on PC and other devices.
- **Phone (IVR)** – No smartphone, no problem. Our IVR system enables drivers to pay for or extend parking even with a simple flip phone.
- **Voice** – Contactless, frictionless, and 100 percent hands-free. Drivers can park with the PayByPhone app using Siri and Amazon Echo Auto through Alexa.
- **QR Codes** – These codes can easily be added to signage and decals. Once the QR code is scanned via the driver's mobile device, the application will automatically launch, including the location number and parking information linked to that QR code. QR codes may lead to the PayByPhone website or the app, which is at the discretion of Fort Lauderdale to choose.
- **Pay-By-Text** – Optional add-on feature. Using a text message to trigger a transaction flow has an additional monthly fee and an additional per-transaction fee, should the City wish to turn this feature on.

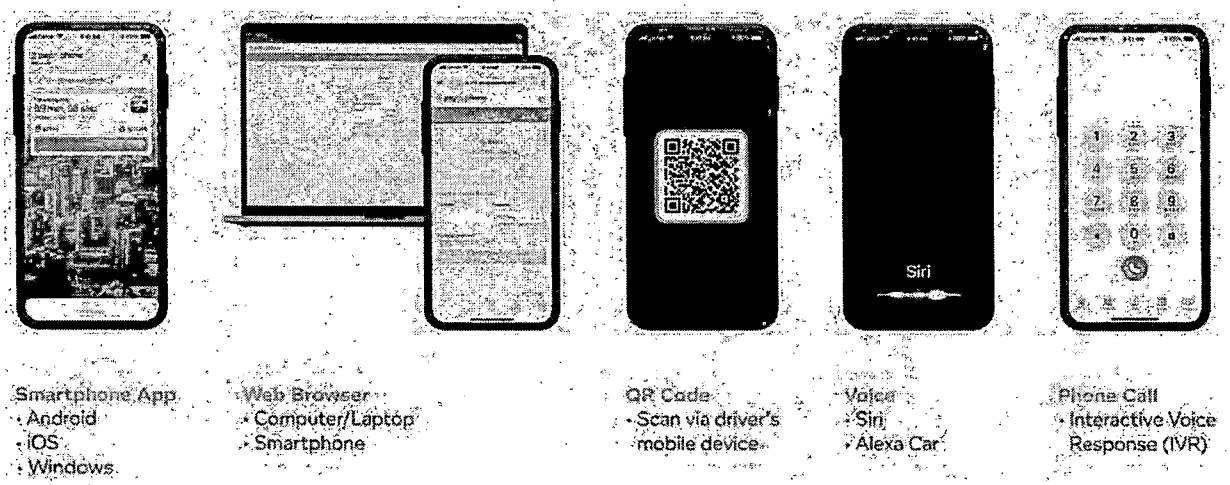


Figure 50 - Payment Methods

Smartphone/Mobile Web/Desktop Access

Drivers can register, pay, and manage their accounts through smartphones, mobile web, and desktop platforms with ease.

Guest Parking

PayByPhone offers a Guest Parking feature, allowing drivers to use the app without creating an account. Once their parking session expires, their details are automatically removed from the PayByPhone database.

All entered data is verified step-by-step, ensuring accuracy without requiring a live agent.

QR Code-Based Parking Payments

QR codes can be added to signage and decals, allowing drivers to scan and instantly launch the PayByPhone app or website with pre-filled location and parking details.

Extending Parking Sessions via Smartwatch

PayByPhone notifies drivers via SMS when their parking session is about to expire. If additional time is needed, drivers can extend their session remotely—provided the additional time does not exceed the maximum stay allowed for that specific parking space.

Apple Sign In

For a faster onboarding experience, drivers can use Apple Sign In to register and log into the PayByPhone app. Apple Sign In allows iOS users to create a new PayByPhone account or log into an existing account using their Apple ID credentials and iOS biometric authentication (Face ID and Touch ID).

This eliminates the need to enter an email address or create a password, streamlining the login process. Additionally, the feature provides greater privacy control with the Hide My Email option.



Figure 51 - Hide my Email Option

Reminder to Complete

Reminder to Complete is a pop-up message that appears if a parking transaction has been started but not completed. This feature is based on in-depth analysis of driver behavior in real-world situations and demonstrates PayByPhone's ongoing refinement and enhancement through its global experience and deployments.

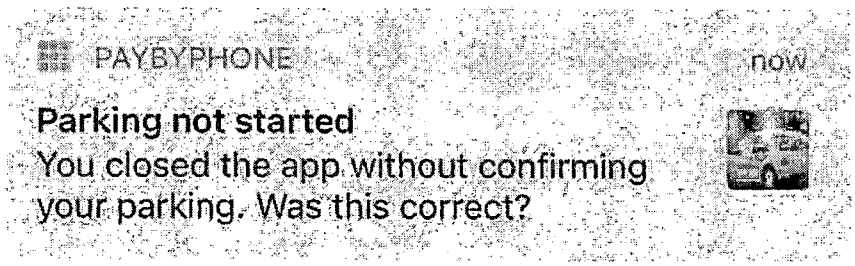


Figure 52 - Reminder to Complete

h) Provides text message warnings and alerts when a user is approaching the end of a parking session.

Comply: PayByPhone provides SMS reminders and alerts as an optional opt-in service to notify users when their parking session is nearing expiration. This is an optional, add-on feature that supports our in-app push notifications.



Figure 53 - SMS Reminders

i) Allows purchase of additional time, not to exceed the maximum stay limit, and have the ability to enforce time limits.

PayByPhone allows drivers to purchase additional parking time, ensuring they do not exceed the maximum stay limit for a specific parking space. If a driver attempts to extend their session beyond the allowable limit, the system automatically notifies them, preventing unauthorized extensions. All maximum stay limits, set by the City, are set per location ensuring sessions may only be extended in authorized areas.

Drivers can remotely extend their parking session via the PayByPhone app, website, IVR system, or voice assistants like Siri and Alexa, up to the maximum stay restriction. Additionally, SMS reminders and push notifications alert users 10 minutes before their session expires, allowing them to extend parking within the permitted timeframe.

PayByPhone integrates with parking enforcement systems, ensuring real-time enforcement of time limits. Enforcement officers can access up-to-date session data to verify compliance with parking restrictions.



Figure 54 - Extension via App

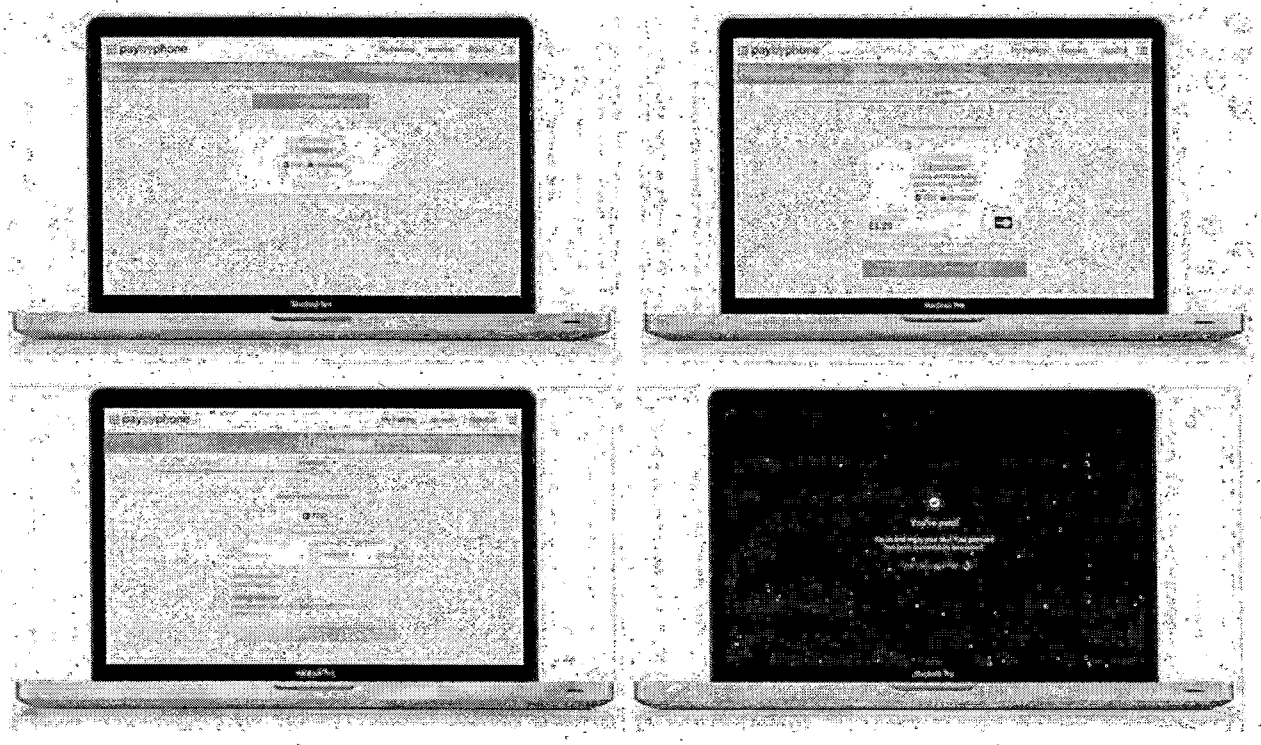


Figure 55 - Extension via Web

j) Offers customers a virtual receipt at the time of purchase via email or text message of parking transactions.

PayByPhone provides virtual receipts to customers at the time of purchase via email or text message, ensuring they have a clear and accessible record of their parking transactions.

- **Email Receipts** – Once a parking session is successfully processed, customers receive a free email receipt with details of their transaction, including location, duration, and amount paid.
- **SMS Receipts & Reminders (Opt-In Feature)** – Optional add-on feature. Drivers who **OPT-IN** can receive optional SMS reminders, including confirmation of session booking and a notification 10 minutes before their session expires.

Additionally, drivers can access their full parking history and past receipts at any time through the PayByPhone app or website.



Figure 56 - Parking History

k) Provides a report or notification for declined transactions during the time the customer is requesting service.

PayByPhone provides real-time notifications when a parking transaction is declined, ensuring customers are immediately informed of the issue.

If an attempt to process a parking session is unsuccessful, the driver is immediately notified that their parking session did not complete and is advised of the reason for the failed transaction.

Common reasons include:

- Payment being declined by the driver's bank.
- Vehicle not being allowed to park in a specific location.

Additionally, the PayByPhone system sends a free push notification if a driver starts but does not complete a parking transaction, regardless of where they were in the process.

For operational reporting, PayByPhone can generate reports on declined transactions upon request, providing insights into failed payment attempts and their causes to support the City's parking operations.

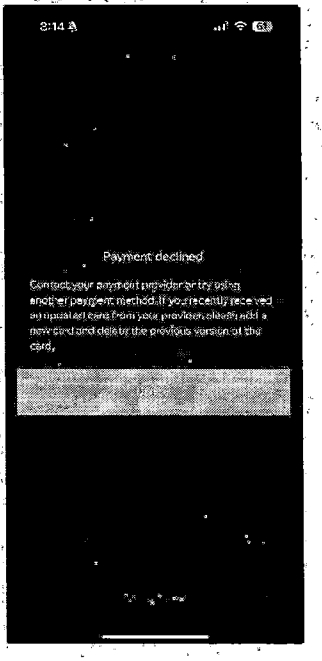


Figure 57 - Decline Notification

l) The IVR includes a refund request option for customers.

PayByPhone's Interactive Voice Recognition (IVR) system allows drivers to start, finish, and extend parking sessions through a local toll-free number with clear, voice-guided instructions.

While the IVR system does not include a direct refund request option, drivers can connect to PayByPhone's 24/7 support by selecting the customer support option within the IVR.

Refund requests follow the City's established protocol. All customer interactions, including refund requests, are logged and managed through Zendesk, PayByPhone's cloud-based helpdesk solution, ensuring efficient tracking and resolution.

m) Provides a system that allows customers to enter validation or coupon codes to discount parking fees. The vendor shall supply a web-based system for managing coupons or validation codes issued by The City, including activating, deactivating, or adjusting the dollar or percentage amount of a code. Validation codes must have the ability for a customer to use a coupon or validation code to cover a percentage or dollar amount of a transaction. This includes the ability for a coupon or validation code to absorb the cost of the per transaction fee (if any).

Parking Coupons & Merchant Parking Validation

PayByPhone's Merchant Coupon Solution allows the City to issue and manage discount or free parking incentives through a web-based system with the ability to activate, deactivate, or adjust the value of coupon or validation codes in real time.

Parking Coupons

- **Customizable Discounts** – Coupons can be configured for percentage-based discounts, flat-rate reductions, or full parking coverage for specific zones, times, or user groups.
- **Event-Specific Targeting** – Coupons can be tailored to align with special events or promotions, ensuring they are limited to designated dates, times, or parking locations.
- **Support for Local Businesses** – Merchants can incentivize shopping and increase foot traffic by offering parking discounts to their customers.



Figure 58 - Coupons

Merchant Parking Validation

- **Paperless Validation** – Merchants validate parking via a web-based application, eliminating the need for physical permits or stickers.
- **Customer-Friendly Redemption** – Parkers can redeem validations by scanning a QR code or entering a code in the PayByPhone app, applying the discount directly to their parking session.
- **Real-Time Monitoring** – Merchants can track validation usage and manage balances through a user-friendly interface.

Dynamic Tracking & Management

PayByPhone provides real-time tools for monitoring the distribution and redemption of coupons and validations, ensuring transparency and efficiency.

- **Detailed Reporting** – The system tracks coupon and validation usage, providing insights into redemption rates, user engagement, and location-specific impacts.
- **Campaign Effectiveness** – Data-driven reports help evaluate the success of initiatives and inform future parking strategies.
- **Scalability** – As the City's parking needs evolve, the platform can expand to support new zones, features, or integrations, ensuring long-term adaptability.

Dynamic Pricing (Rights & Rates)

For further flexibility, the City can leverage Dynamic Pricing (Rights & Rates) to adjust parking rates based on demand, time of day, or special events. This capability allows the City to optimize parking availability, encourage usage in underutilized areas, and ensure fairness and accessibility for all drivers.

A Comprehensive, User-Centric Approach

By combining Parking Coupons, Merchant Parking Validation, and Dynamic Pricing, PayByPhone delivers a flexible, scalable, and easy-to-use solution for discounted or free parking. These features enhance partnerships with merchants, event organizers, and stakeholders, contributing to a vibrant local economy and a positive driver experience.

n) Provides a system that allows the City to input verified/approved the City residents with discounted rates in accordance with the City ordinance. Residents would have to reapply for that discounted rate every year.

PayByPhone's Rights & Rates Solution allows the City to offer discounted parking rates to verified residents in accordance with the City ordinances. This feature enables the City to define and manage user-based pricing policies, ensuring that only eligible residents receive discounts. Our rights and rates feature is currently used by the City to input and verify approved the City residents providing discounted rates in accordance with City ordinances.

Resident Discount Program Features

- **Eligibility-Based Pricing** – The system customizes parking rates based on driver eligibility, ensuring that only verified residents receive discounted pricing.
- **License Plate-Based Access** – Discounts are automatically applied based on pre-approved license plates, eliminating the need for physical permits or manual input by drivers.
- **Automated or Manual Management** – Resident lists can be automatically updated via database integration or managed manually through a secure online portal.
- **Seamless Integration with Enforcement & Payment Systems** – Ensures that discounted rates are accurately applied and enforced, reducing administrative burden.

Implementation Process

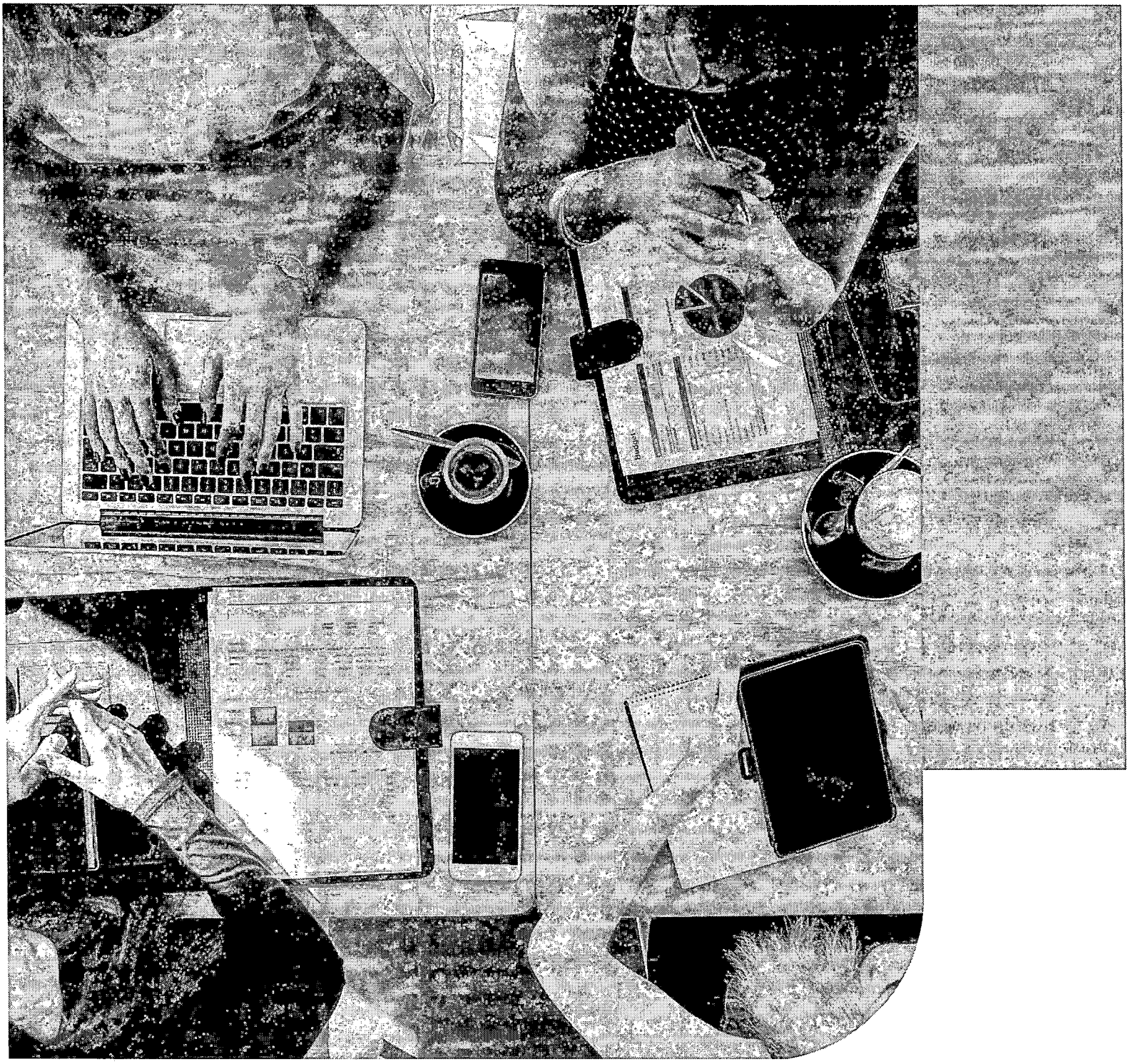
To facilitate residential discounts, the City would collaborate with PayByPhone by providing a list of eligible drivers, including license plates. The City is responsible for qualifying residents based on eligible criteria (e.g., residential address or other qualifying documentation).

Once the City determines eligibility, the list of approved residential drivers is shared with PayByPhone and entered into the system. Whenever an eligible resident parks using PayByPhone, their right to park at the established rates/discounts is automatically applied.

- **Discount Structure** – Discounts can be applied based on a fixed value or percentage, and the convenience fee can be adjusted to align with the City's preferred program rules.
- **Real-Time Updates & Monitoring** – The City can add, update, or remove residents through an intuitive online platform, ensuring only eligible drivers receive the benefit.
- **Reporting & Audit Trails** – The system provides detailed reports on resident discount usage, allowing the City to track participation and compliance with ordinance requirements.

Proven Success & Current Use Case

This Rights & Rates Solution is currently in use by the City of Fort Lauderdale to provide resident discounts and includes a monthly subscription fee as an add-on service.



Reporting

Reporting

a) City of Fort Lauderdale Parking administrators must be granted software access rights to run daily reports.

As the City of Fort Lauderdale's existing provider, PayByPhone ensures that City parking administrators have full access to run daily reports through our secure, cloud-based back-office system, the PayByPhone Portal. All reports can be ran ad-hoc or they can be scheduled within the portal at each user's discretion.

PayByPhone Portal

The PayByPhone Portal is a cloud-based administrative platform that allows the City to authorize user access with customizable view/edit permissions based on role. Each administrator has a unique login, ensuring secure, role-based access control.

Administrators can search transaction data using a date filter and access current and historical parking session data in real time. Reports can be exported in CSV, Excel, and PDF formats or scheduled for routine delivery to an authorized email.

Available Reports & Capabilities

The PayByPhone Portal meets the City's requirements by providing a variety of reports, including:

- **Revenue Reports** – Revenue by date, zone, location, and lot.
- **Transaction Reports** – All payments, individual transaction details, and deposit summaries.
- **Usage Reports** – Parking session details, location-specific data, and trends.
- **Customer Support Reports** – User registration, parking history, and service interactions.

Administrators can retrieve transaction data at any time, with records meeting two- and three-year retention requirements. By leveraging PayByPhone's reporting platform, the City of Fort Lauderdale's parking team can efficiently monitor parking activity, track revenue, and ensure smooth operations while maintaining secure and controlled system access.

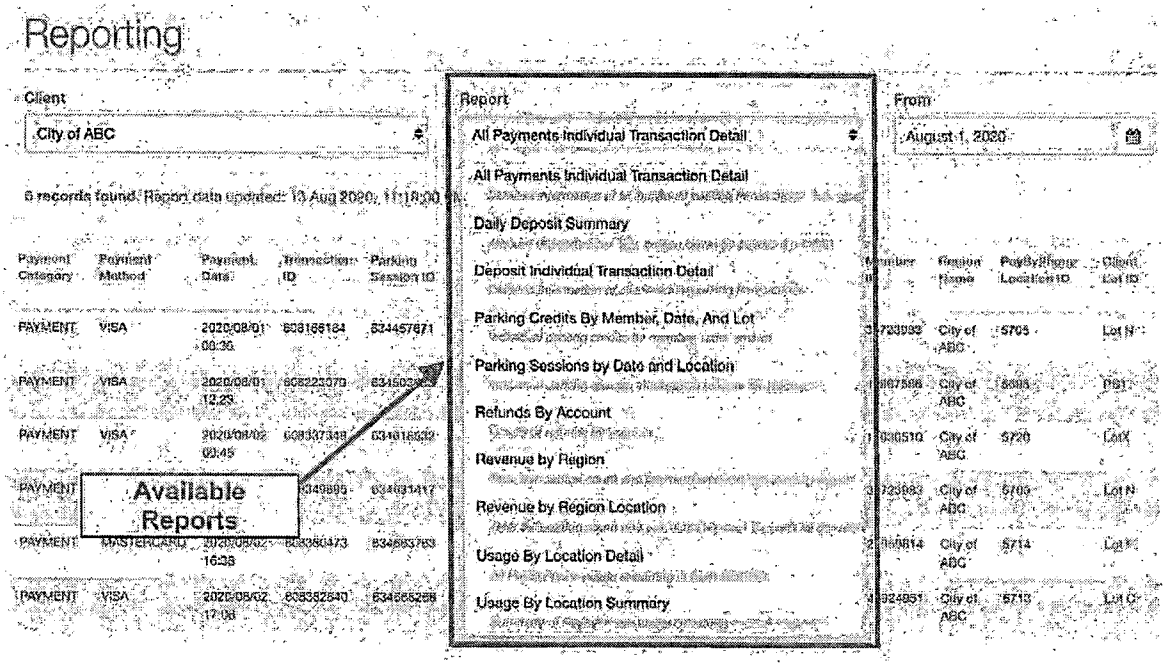


Figure 59 - Real-Time Reporting

b) Individual Parking Session Report is defined as a combination of the following data types from each paid parker occurrence:

i. Portion of License plate used during parking occurrence. License Plate is redacted to ensure privacy but kept in part to ensure software can be developed in the future to stop meter feeding across apps/meters. Ex: Not 123ABC-MD but XXXABC-MD

PayByPhone Complies – A portion of the license plate used during the parking occurrence is redacted to ensure privacy, while enough of the plate is displayed to ensure operational efficiency.

ii. Amount of funds paid by the parker for meter payment.

PayByPhone Complies – Our reports display the total amount paid by the parker and additionally display a column related only to the parking (meter) payment.

iii. Amount of funds paid by the parker for Vendor app use.

PayByPhone Complies – Our reports display the total amount paid by the parker and additionally display a column related only to the transaction or convenience (vendor) fees.

iv. Beginning time of metered parking session

PayByPhone Complies – Our reports display the date of the transaction as well as the start time in which the transaction was initiated.

v. Ending time of metered parking session

PayByPhone Complies – Our reports display the date of the transaction as well as the start and end times in which the transaction began and ends.

vi. A number of times the meter payment was extended beyond the original transaction.

PayByPhone Complies – Our reports display a field "is extension" which makes clear which sessions were extensions. All reports can be exported to Excel, and use of the filter feature makes clear the number of extensions on a particular transaction.

vii. Parking Zone

PayByPhone Complies – The parking location (zone) associated with the parker's session is listed in a column within the report.

viii. Frequency of use for a specific zone. This information will need to be reported daily, weekly, monthly, and yearly.

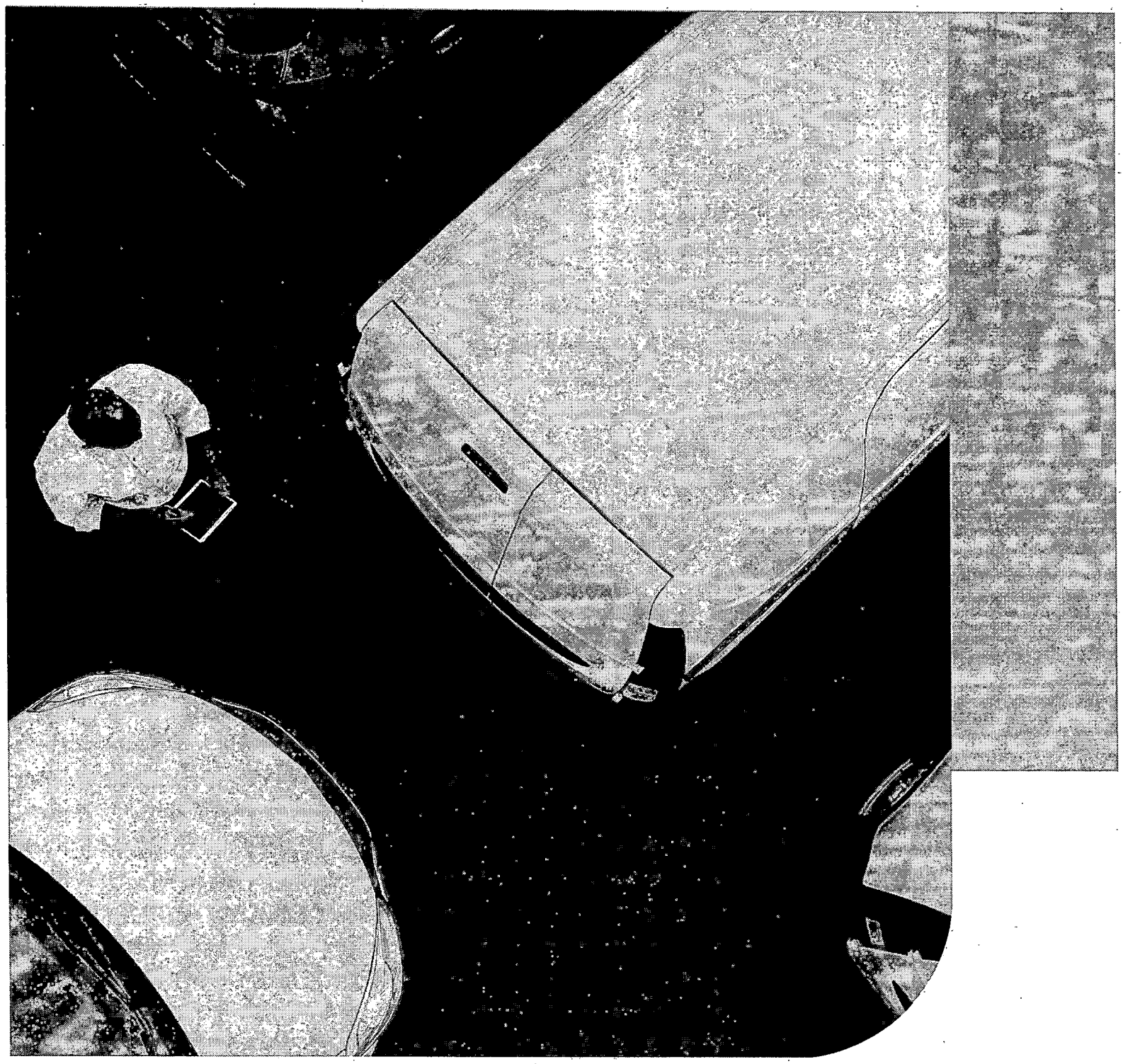
PayByPhone Complies – Our portal reports can provide flat reporting options regarding specific zone usage, which can be reported/scheduled as desired by the City. In addition, we provide Looker reports, which are scheduled dashboard reports that provide visual reports related to usage within the City's locations. This can be broken down by location to meet the City's requirements.

ix. Average parking time within the specific zone (how many parkers and length). This information will need to be reported daily, weekly, monthly, and yearly.

PayByPhone Complies – The Portal dashboard displays the average parking time within a specific location (zone), which can be scheduled as a report. Additionally, we can utilize Looker to schedule a specialized report to display average parking time within a specific zone, which includes how many parkers were included and the duration for each session. This can be scheduled for daily, weekly, monthly and yearly as required.

x. Block face/address (preferred, not required)

PayByPhone Complies – Our portal reports include the location description (block face address) and are available to the City.



Parking Enforcement

Parking Enforcement

a) System should connect and integrate with all existing parking enforcement software and hardware including License Plate Recognition Cameras and Handheld devices. If there are any certifications or fees required to integrate with Enforcement's Vendor, this will be paid for by the firm awarded this contract. At the time of this document's creation, the vendors currently used by Fort Lauderdale Parking Enforcement are T2 and GENETEC.

As the City of Fort Lauderdale's existing provider, PayByPhone's platform is fully compatible with all existing parking enforcement software and hardware, including License Plate Recognition (LPR) cameras and handheld devices.

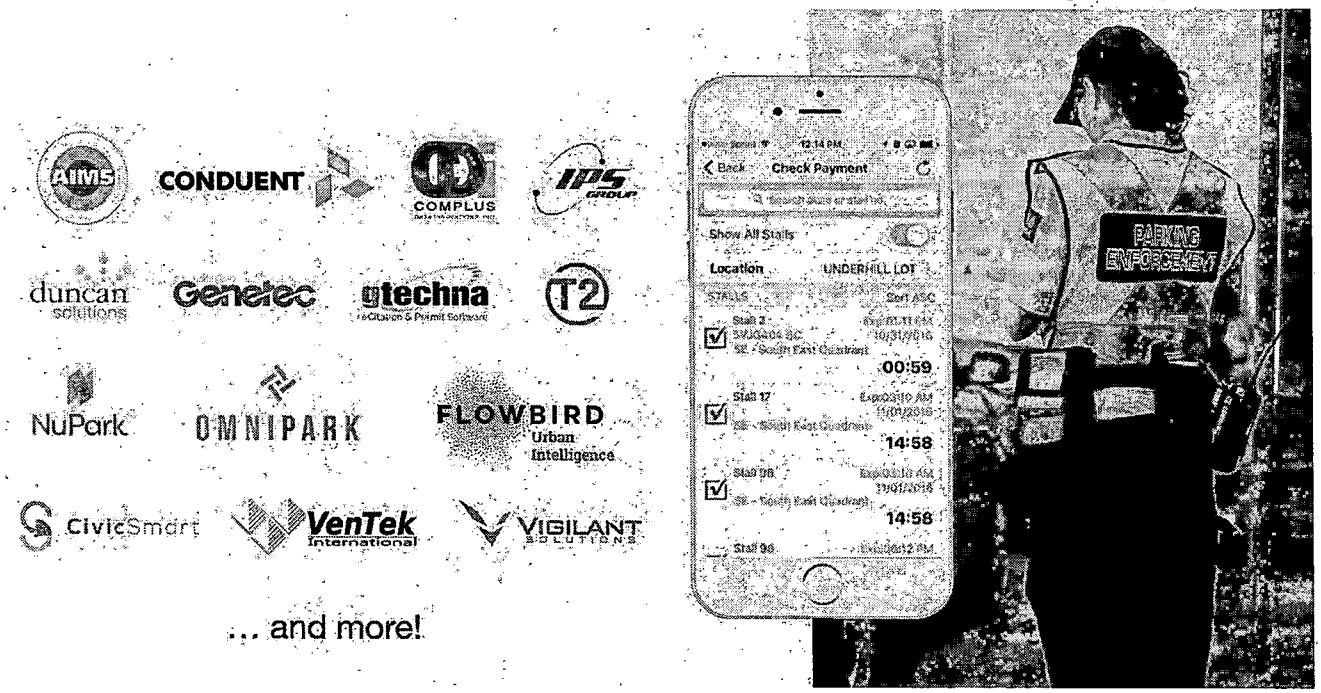


Figure 60 - Integration Partners

Seamless Integration with Enforcement Vendors

PayByPhone already has existing integrations with the City's enforcement providers, T2 and Genetec, ensuring a real-time, automated connection between parking transactions and enforcement tools. Our open API framework allows for seamless data exchange between PayByPhone and any enforcement system that also has an open API and is willing to integrate.

- **License Plate Recognition (LPR) Compatibility** – PayByPhone operates in a pay-by-plate environment, ensuring that enforcement officers receive real-time transaction data via LPR systems, eliminating the need for physical permits or receipts.
- **Handheld Enforcement Device Integration** – Parking enforcement officers using T2 and Genetec handheld devices can instantly verify paid parking sessions, reducing enforcement errors and improving compliance rates.
- **Real-Time Data Sync** – The system transmits parking session data in real time to enforcement devices with minimal keystrokes, allowing officers to quickly verify which vehicles have paid.
- **Scalability for Future Integration** – PayByPhone is committed to supporting any existing and future enforcement integration needs, ensuring flexibility as the City upgrades or modifies its enforcement infrastructure.

Certification & Integration Costs

If any certifications or fees are required to integrate with the City's enforcement vendor, PayByPhone will cover these costs as the firm awarded this contract.

b) Provide real-time data to Enforcement devices with minimal keystrokes and allow 24/7 enforcement operations.

As the City of Fort Lauderdale's existing provider, PayByPhone ensures that real-time parking session data is transmitted directly to enforcement devices, enabling 24/7 enforcement operations with minimal keystrokes.

Seamless Integration with Enforcement Systems

- **Real-Time Data Sync** – PayByPhone transmits parking session data instantly to enforcement systems, ensuring officers can quickly verify valid parking sessions.
- **Minimal Keystrokes for Verification** – Enforcement officers using T2 and Genetec handheld devices can retrieve up-to-date parking session details with minimal manual input, improving efficiency and reducing errors.
- **License Plate Recognition (LPR) Integration** – PayByPhone operates in a pay-by-plate environment, ensuring that LPR cameras and handheld devices can immediately verify parking status without requiring physical receipts.
- **24/7 Enforcement Support** – Our platform supports round-the-clock enforcement operations, ensuring that parking data is accessible at all times, regardless of when a session begins or ends.

Cloud-Based API for Enforcement Officers

PayByPhone's cloud-based API provides 24/7 real-time data access for enforcement officers via the internet and app-based platforms (Android/Apple), enabling swift retrieval of parking session details.

- Instant Verification – Enforcement can be completed in under 0.5 seconds after payment.
- Quick Search by License Plate or Location Code – Officers can retrieve real-time parking data using a license plate number or location code.
- Detailed Parking Session Information Available via API:
  - License plate of paid vehicles
  - Location
  - Live/expired sessions
  - Start time/end time
  - Date
  - Parking session value
  - Outstanding PCNs (if applicable/configured)

Proven Performance & Existing Integration

PayByPhone already integrates with Fort Lauderdale's enforcement vendors, T2 and Genetec, ensuring that parking session data is seamlessly available to enforcement teams. Our open API framework allows for future-proof connectivity with any additional enforcement tools the City may implement.

c) 99% of the time there must be no more than a 100-second lag time from input & approval of parking payment to when the data is shared with parking enforcement handhelds.

As the City of Fort Lauderdale's existing provider, PayByPhone ensures real-time data transmission to enforcement devices, meeting the requirement that 99% of transactions experience no more than a 100-second lag time between payment approval and enforcement data availability.

Instant Data Sync with Enforcement Systems

- **Data Transmission** – PayByPhone's cloud-based API transmits parking session data in under 0.5 seconds after payment completion, ensuring enforcement officers have immediate access to transaction details.
- **Direct Integration with T2 & Genetec** – PayByPhone already integrates with the City's enforcement vendors, T2 and Genetec, ensuring real-time updates with minimal latency.
- **License Plate Recognition (LPR) & Handheld Device Support** – Enforcement officers can verify live session data via LPR cameras or handheld devices, eliminating delays.
- **Cloud-Based 24/7 API Access** – Parking session data is instantly available through our internet and app-based enforcement platforms (Android/Apple), ensuring a consistent, real-time connection to enforcement tools.

Cloud-Based API for Enforcement Officers

PayByPhone's cloud-based API provides 24/7 real-time data to enforcement officers via the internet and app-based platforms (Android/Apple), enabling swift retrieval of parking session details.

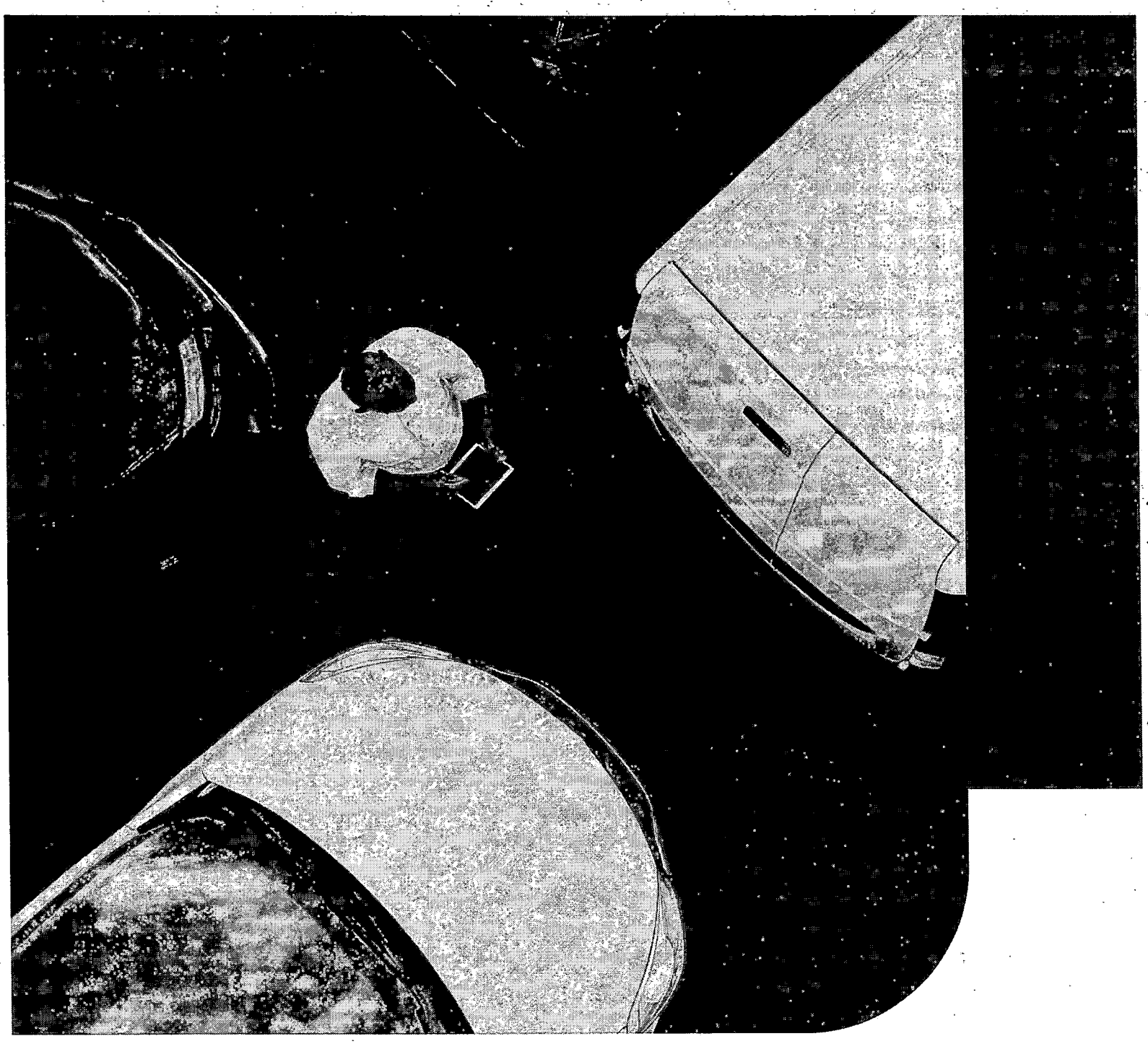
- Instant Verification – Enforcement can be completed under 0.5 seconds after payment.
- Quick Search by License Plate or Location Code – Officers can retrieve real-time parking data instantly.
- Detailed Parking Session Information Available via API:
  - VRMs of paid vehicles
  - Location & zone details
  - Live/expired session status
  - Start time & end time
  - Date of transaction
  - Parking session value ($$)
  - Outstanding PCNs (if applicable/configured)

Proven Compliance with Minimal Data Lag

PayByPhone's enforcement integration meets and exceeds the City's requirement for access within 100 seconds—delivering parking session data in real time. Our existing integrations with T2 and Genetec ensure seamless, automated enforcement, minimizing errors and maximizing efficiency

d) Real-time sharing between databases, allowing for seamless display of vehicle information and parking eligibility in existing software, with no more than 5-minute refresh rates.

As the City of Fort Lauderdale's existing provider, PayByPhone ensures real-time data sharing between databases, allowing for the seamless display of vehicle information and parking eligibility in the City's existing enforcement software. Our cloud-based API supports automated data synchronization with no more than a 5-minute refresh rate, ensuring enforcement officers and administrators have immediate access to the latest parking transaction data.



Smart Parking Eco System

Smart Parking Eco System

a) The City has plans to implement a smart parking initiative including sensors and/or cameras. Smart parking technology can reduce the time spent looking for a parking space and monitor City parking by providing more accurate occupancy availability. MPP shall have the ability to send transactional data through an open API source to The City's selected Vendor. This data can be used for occupancy predictability and be integrated with mobile apps or wayfinding displays.

PayByPhone has developed a solution that displays real-time parking spot availability using sensors and smart parking technology. This functionality provides live occupancy data, reducing search time for drivers, minimizing urban congestion, and supporting the City's climate goals.We are now testing this technology in France and are excited to expand it into North America. We believe this solution aligns seamlessly with Fort Lauderdale's smart parking initiatives and would appreciate the opportunity to demonstrate our prototype to the City's parking authority team.

Our platform already supports transactional data integration via open APIs, enabling seamless data exchange with the City's selected vendor. This allows for real-time occupancy insights that can power predictive analytics, mobile apps, and wayfinding displays, improving the overall parking experience.

With extensive experience in smart parking technologies, PayByPhone is well-equipped to support Fort Lauderdale's smart parking goals. Our system is designed for flexibility and compatibility with third-party solutions, ensuring smooth integration with the City's current and future parking infrastructure.



Cost to the User to Complete a Transaction

Cost to the User to Complete a Transaction

a) Clearly identify service costs to the customer associated with each transaction; Vendor offering the lowest cost to the User to complete a transaction will be ranked as No.1 for the Pricing Section of the weighted criteria.

PayByPhone ensures full transparency in service costs, clearly identifying all charges associated with each parking transaction before payment confirmation. Our platform is designed to provide customers with clear, upfront cost breakdowns, ensuring that users understand the total amount they will be charged before completing a transaction. Transaction fees are exclusive of any applicable local and federal taxes.

All fees shown below are examples to demonstrate how pricing is shared. This is not a pricing proposal.

Transparent Fee Disclosure

- **Service Fee Display at Registration** – When a driver initiates a parking transaction, they are presented with a confirmation screen displaying the parking location, duration, and total cost, including any service charges (e.g., transaction or SMS fees).

- **Detailed Cost Breakdown** – Customers have the option to view a "View Totals" breakdown, which provides:
  - **Parking Fee** – The base cost for parking as set by the City.
  - **Service Fee (Transaction Fee)** – The per transaction fee to the City is $0.35, which the City may pass on as a convenience fee to the customer. If the City chooses to pass this fee on, as they do today, then the cost to the consumer would be $0.35 per mobile payment transaction. Transaction fees are exclusive of applicable taxes.
  - **SMS Reminder Fee (Optional, Opt-in)** – Should the City continue to have optional SMS notifications turned on, the cost for optional SMS reminders is $0.15 if the driver has chosen to receive them by opting in.
  - **SMS Confirmation Fee (Optional, Opt-in)** – The cost for optional SMS confirmations is $0.15 if the driver has chosen to receive them by opting in.
  - **Total Cost** – The final amount the customer will be charged.

Receipts & Notifications

- **Email & SMS Receipts** – Upon completing a transaction, customers receive an email receipt and, if opted-in, an SMS confirmation detailing the transaction breakdown.

- **Convenience Fee Transparency** – Any applicable convenience fees are clearly itemized on the transaction receipt and displayed within the PayByPhone app and website before payment is made.

Commitment to Competitive Pricing

PayByPhone is committed to offering a cost-effective mobile payment solution while maintaining the highest level of service. Our competitive pricing structure, combined with our transparent fee disclosure, ensures that customers can confidently use the service without hidden costs or unexpected charges.



References

References

1. Miami Parking Authority	
Contact Name: Alejandra Argudin **Telephone:** 305 373 6789 **Email:** aargudin@miamiparking.com	**Account Type:** Municipal **Go-live:** August 2008 **Years Serviced:** 17 **Number of locations:** 409 **Number of Metered Spaces:** 11,045

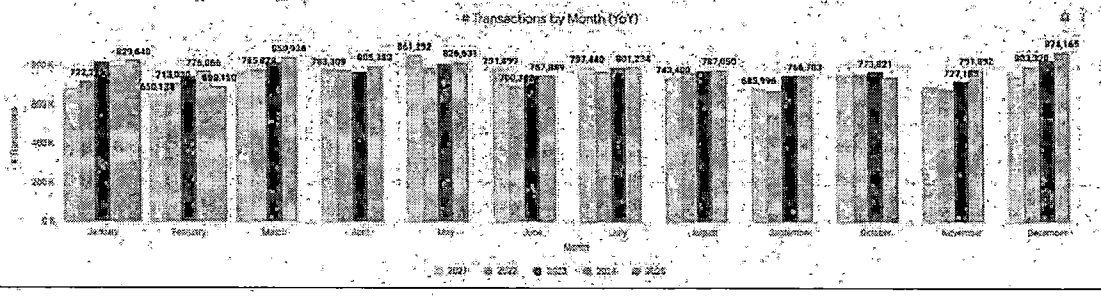
Project Scope Summary:

PayByPhone has been partnering with The Miami Parking Authority (MPA) since 2008, providing mobile payment services. On March 3rd, 2025, a new 5-year fixed term was executed, with an option to extend for an additional 5 years.

Our long-standing relationship with MPA allows parkers to pay for parking using mobile devices and has grown over the years to over 98% of parking revenue transacting through PayByPhone. We also offer various integrations to meet MPA's needs and support marketing and parker education efforts.

Throughout our partnership, we have consistently supported MPA, evidenced by our long service and growing user base in South Florida. We ensure timely responses to all inquiries and have completed all requested integrations and services, including:

- Mobile Payment Services Setup
- Enforcement Integration Services (in-house integrations + LPR)
- Individual Reporting & Portal Training
- Multiple Integration Services
- Rights & Rates Resident Discount Program
- Weekly Revenue Reconciliation



2. City of Seattle, WA

Contact Name: Mary Catherine Snyder
Telephone: 206 684 8110
Email: marycatherine.snyder@seattle.gov

Account Type: Municipal
Go-live: July 18, 2013
Years Serviced: 12
Number of locations: 2,201
Number of Metered Spaces: 12,100

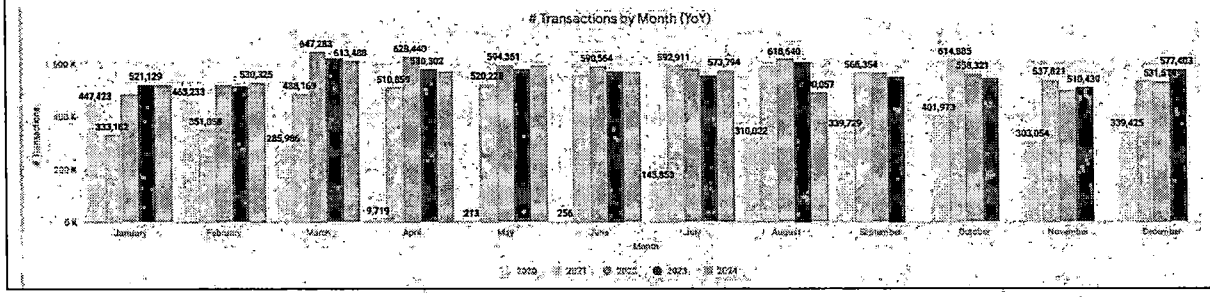
Project Scope Summary:

The City of Seattle (SDOT) selected PayByPhone in 2013 to enhance their existing parking payment options with mobile payment services. Our partnership aimed to increase mobile payment adoption within Seattle's 12,000+ on-street parking spaces and support digital payment solutions for parkers. Over the years, this collaboration has led to significant growth, with mobile payments now surpassing physical payments in Seattle.

Beyond mobile payment services, PayByPhone provides the City of Seattle with various additional services. We work closely with the City to understand and meet their specific needs. A recent example of our collaboration is the ongoing API Integration for automated rates management, showcasing our commitment to responsive and tailored support.

Our services include:

- Marketing Campaigns
- API Integration for Dynamic Rates Management
- Enforcement Integrations with gtechna & IPS
- Monthly Reconciliation Services



3. City of Galveston, TX

Contact Name: Nicholas Yeley **Telephone:** 409 797 3647 **Email:** NYeley@galvestonTX.gov	**Account Type:** Municipal **Go-live:** March 25, 2013 **Years Serviced:** 12 **Number of locations:** 10 **Number of Metered Spaces:** 13,171

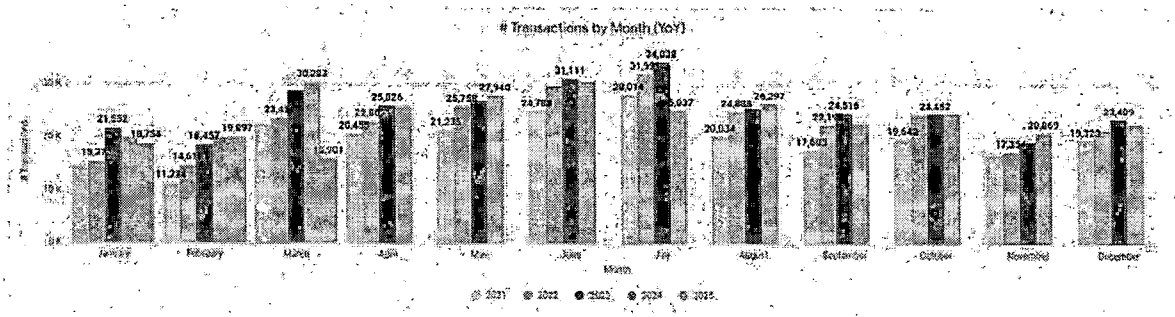
Project Scope Summary:

The City of Galveston (and the Galveston Parks Board) selected PayByPhone on March 25, 2013, to support the addition of mobile payments within the City and to augment their existing payment offerings. PayByPhone was selected to assist the City's goals of increasing revenue and to bring mobile payments to their city for the first time.

PayByPhone worked closely with the City to negotiate terms that were acceptable to both parties as well as mutually acceptable considering mobile payments were a new concept in Galveston. We also coordinated all kickoff and subsequent implementation weekly calls to review tasks, answer questions, and ensure we remained on target for all deadlines and the mutually agreed upon go-live date.

All requested integrations and services were completed as requested to include:

- Mobile Payment Services Setup
- 1 gtechna Enforcement Integration
- Individual Reporting & Portal Training
- Marketing Campaign Support
- Signage refresh campaign



4. City of Burnaby, BC

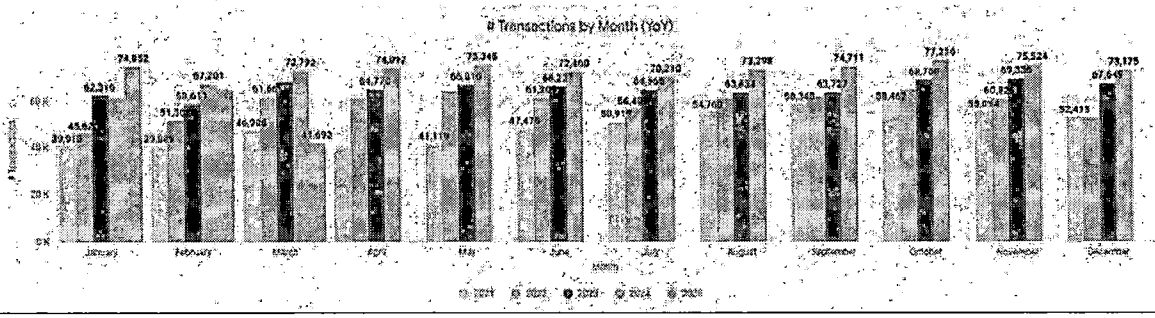
Contact Name: Bill Johns **Telephone:** 604 297 4437 **Email:** bill.johns@burnaby.ca	**Account Type:** Municipal **Go-live:** February 28, 2018 **Years Serviced:** 7 **Number of locations:** 270 **Number of Metered Spaces:** 4,808

Project Scope Summary:

PayByPhone first partnered with the City of Burnaby in February 2018, following a competitive RFP bid that exclusively awarded PayByPhone the contract. Over the past seven years, we have worked closely with the City to provide a mobile payment solution that allows consumers to pay for parking using their devices, complementing their existing payment options. Our strong partnership was reaffirmed in 2022 when PayByPhone was again awarded the mobile payment provider contract through a public bid. This demonstrates our commitment to the City of Burnaby and our ability to meet all deadlines and coordinate a timely go-live.

Throughout our partnership, we have successfully completed all requested integrations and services, including:

- Mobile Payment Services Setup
- Enforcement Integration
- Individual Reporting & Portal Training
- PayByPhone serves as Merchant of Record (MOR)



5. City of Winnipeg, MB

Contact Name: Randy Topolniski
Telephone: 204 986 5762
Email: randytopolniski@winnipeg.ca

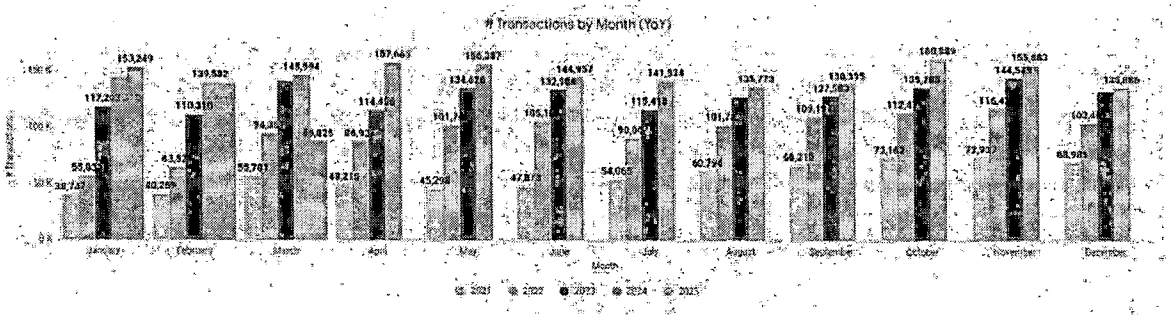
Account Type: Municipal
Go-live: August 1, 2007
Years Serviced: 18
Number of locations: 500
Number of Metered Spaces: 4,825

Project Scope Summary:

PayByPhone first partnered with the City of Winnipeg on August 1, 2007, bringing mobile payments as a result of a competitive RFP bid in which PayByPhone was exclusively awarded with a 25-year agreement made up of 5 five-year terms. During our 18-year partnership, we have worked closely with the City to provide a mobile payment solution that allows consumers to pay for parking using their devices while augmenting their existing payment options. We have worked closely with the City for multiple renewals, and all deadlines were met as outlined and go-live was on time as planned and coordinated with the City.

All requested integrations and services were completed as requested at go live and throughout our partnership including as below. Additionally, PayByPhone works closely with the City to evaluate consumer expectations and our offerings to ensure we are providing services expected by drivers in Winnipeg. This includes ongoing consideration for feature add-ons such as Text2Park and other potential solutions under consideration.

- Mobile Payment Services Setup
- 1 Enforcement Integration
- Individual Reporting & Portal Training
- Multiple Marketing Campaigns





Minority/Women (M/WBE) Participation

Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

PayByPhone is not a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, thus we are not providing the required certifications as noted above. However, please see additional information about some of our efforts below.

While the subject of diversity, equity, and inclusion (DEI) has become a priority for many organizations in recent years, at PayByPhone, these values are deeply embedded in how we operate and engage with both our internal and external communities. DEI influences every aspect of who we are and what we do—it is in our DNA. The following sections provide insight into our organization's values, demonstrate how we put these principles into action, and highlight our collaboration with client partners, including our proposed approach and launch campaign for the City of Fort Lauderdale.

We Believe in the Power of Diversity

We have witnessed the devastating impact of systemic racism and discrimination. Through reflection, we recognized that PayByPhone has the ability to make a lasting impact by creating meaningful change through our actions and commitment to DEI.

We are dedicated to actively breaking down discrimination and systemic barriers. This journey is ongoing—it won't be easy, and we won't be perfect, but we are committed to learning, evolving, and continuously improving. Change takes time, but we understand its urgency and are determined to do better every day.

We believe that diversity fosters creativity and innovation, both of which are core values at PayByPhone. When people feel supported and empowered to be their true selves, innovation flourishes.

Our DEI Purpose Statement

We are committed to building an organization that is safe, diverse, equitable, and inclusive for everyone who interacts with us—including team members, clients, customers, and the broader communities we serve. We pledge to maintain open dialogues, educate ourselves, identify and address systemic inequities, and provide a platform for diverse perspectives to ensure that everyone feels a sense of belonging.

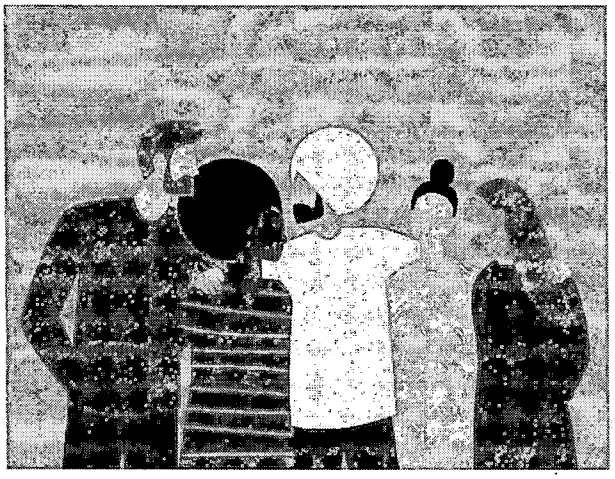


Figure 61 - Power of Diversity

Some of What We've Done

Actions speak louder than words, and here are just a few of the DEI initiatives already underway at PayByPhone:

- Establishing a DEI task force
- Conducting surveys to ensure employee voices are heard
- Launching a DEI resource library
- Expanding learning and development programs to include DEI training (anti-oppression, unconscious bias)
- Introducing a DEI policy, in conjunction with our existing bullying and harassment policy
- Creating "Level Up Your Love," a global platform for employees to share experiences, resources, and discussions on DEI-related topics

Onward and Upward

This is just the beginning—our commitment to DEI continues to grow.

Ultimately, we strive to cultivate a culture of belonging—for our employees, our customers, and the communities we serve. By embracing and valuing differences, we foster an inclusive environment where people of all backgrounds, identities, and abilities can thrive.

DEI Examples from Past Campaigns

Black History Month Campaign *(February 2022)*

Social media campaign highlighting BIPOC-owned businesses in Vancouver, featuring:

- Batiqua – Website
- Elbo Patties – Website
- Juke Fried Chicken – Website

This campaign included a blog post, sponsored social media posts, and a giveaway sweepstakes where PayByPhone purchased three $25 gift cards (one from each business) and awarded them to three winners.

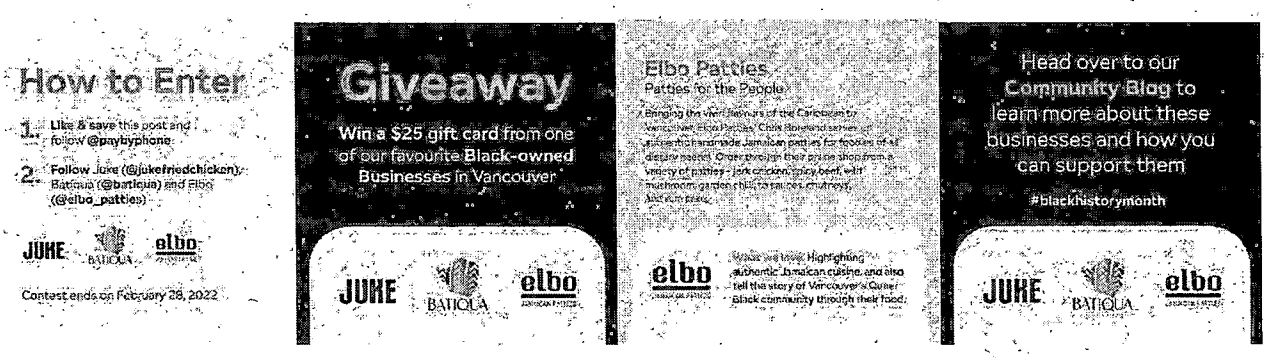


Figure 62 - Black History Month Campaign

Seattle, WA - Block Party Campaign *(October 18 – November 1, 2021)*

A virtual event showcasing small, local BIPOC- and AAPI-owned businesses and artists in Seattle.

Featured Businesses:

- Communion Restaurant & Bar – Website
- SaltStone Ceramics – Website
- The Handmade Showroom – Website
- Glasswing – Website
- The Shop Agora – Website
- Rachel's Ginger Beer – Website
- Full Tilt Ice Cream – Website

The campaign included a social media giveaway, where two registered PayByPhone users won a $500 gift card bundle for use at these featured businesses. The campaign was further supported by:

- Sponsored social media posts
- Partnerships with Seattle-based BIPOC and AAPI influencers
- A dedicated landing page promoting the featured businesses

Social Media Creative

Instagram and Facebook stories



Figure 63 - Block Party Campaign

DEI in Marketing & Community Engagement

PayByPhone's commitment to uplifting diverse communities is reflected in our marketing, partnerships, and outreach efforts, which include:

- Strategic collaborations with BIPOC, AAPI, and women-owned businesses
- Social media campaigns and influencer partnerships to amplify diverse voices
- Sponsored promotions and giveaways to drive awareness and engagement
- A continued commitment to featuring and supporting underrepresented communities

At PayByPhone, DEI is not just a corporate initiative—it's a principle that guides everything we do. We remain dedicated to expanding our impact in collaboration with the City of Fort Lauderdale and its diverse communities.

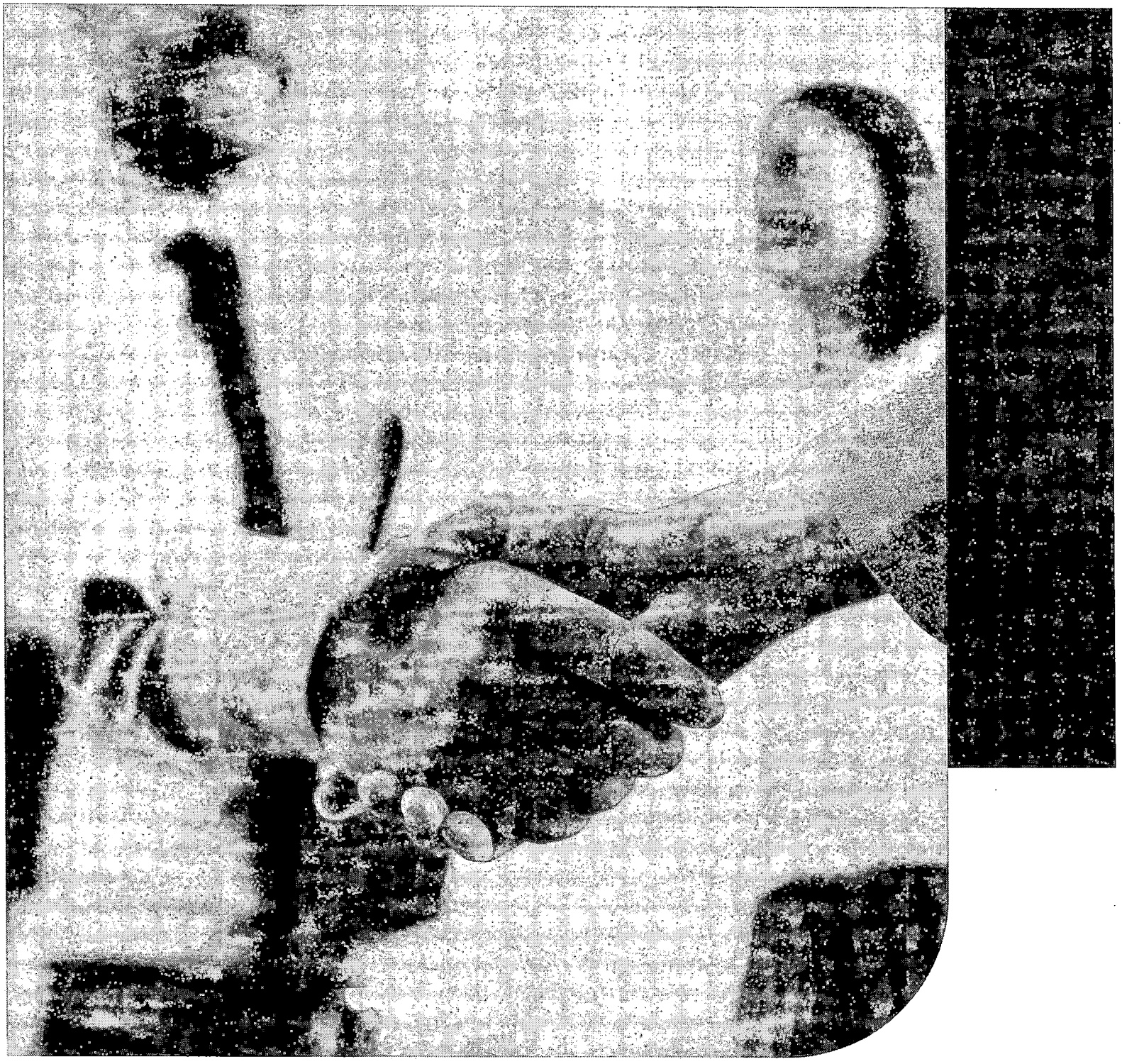


Subcontractors

Subcontractors

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

PayByPhone does not anticipate utilizing subcontractors for this contract. However, for signage production services, a signage company may be engaged to support these efforts, which would be Stadium Graphics. PayByPhone will coordinate all signage orders directly with this organization upon receiving approvals from the City.



Required Forms

NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

> 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).
>
> 3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Authorized Signature

Teresa Trussell, CAPP
Name (Printed)

President
Title

March 24, 2025
Date

Rev 09-2022

CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding $100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

(i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.

(ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

Authorized Signature

Teresa Trussell, CAPP - President
Print Name and Title

March 24, 2025
Date

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

✓ MasterCard

✓ Visa

PayByPhone US Inc.
Company Name

Teresa Trussell, CAPP
Name (Printed)

Signature

President
Title

March 24, 2025
Date

Rev. 09/2022_lp

LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed **at the time of bid submittal.**

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City and shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.

2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City or shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.

3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.

4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1) _____ Business Name is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(2) _____ Business Name is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(3) _____ Business Name is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4) _____ Business Name requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5) _____ Business Name requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6) PayByPhone US Inc. Business Name is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

BIDDER'S COMPANY: PayByPhone US Inc.

AUTHORIZED COMPANY PERSON: Teresa Trussell, CAPP (PRINT NAME) (SIGNATURE) 03/24/25 (DATE)

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the DBE Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business preference.

THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883

Definitions

a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a CAM #21-0053 Exhibit 1 Page 6 of 10non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1) _____ Business Name

is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

(2) _____ Business Name

is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

(3) _____ Business Name

is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a CAM #21-0053 Exhibit 1 Page 6 of 10non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(4) _____ Business Name

is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

(5) PayByPhone US Inc.
Business Name

is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.

BIDDER'S COMPANY: PayByPhone US Inc.

AUTHORIZED COMPANY PERSON: Teresa Trussell, CAPP _____ 03/24/25

PRINT NAME SIGNATURE DATE

Forms Non-ISO 03/17/2021

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No. RFP Event #418

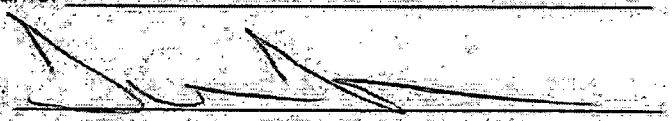
Project Description: The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified, experienced and licensed Mobile Parking Payment Service providers (MPPS) to Design, Implement, Support, and Maintain a Secure, Web-based Mobile Parking Payment Service for the City in accordance with the Terms and Conditions, and Specifications contained in this Request for Proposals (RFP)

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

(a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
(b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: PayByPhone US Inc.

Authorized Company Person's Signature: 

Authorized Company Person's Title: President

Date: March 24, 2025

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS
(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source:§ 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source:§ 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source:§ 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. ***(Only applicable if purchasing real property)*** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source:§§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: Teresa Trussell, CAPP Title: President Entity: PayByPhone US Inc.

Signature: _____ Date: March 24, 2025

NOTARY PUBLIC ACKNOWEDGEMENT SECTION

STATE OF Ohio
COUTY OF Meigs

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 24 day of March 2025, by Teresa Trussell, CAPP as President for PayByPhone US Inc., who is personally known to me or who has produced Drivers License as identification.

Notary Public Signature: Amber Davis (Notary Seal)

Print Name: Amber Davis My commission expires: 12/27/2025

AMBER DAVIS
Notary Public
State of Ohio
My Comm. Expires
December 27, 2025

REFERENCES

All references shall include owner, address, contact name, phone number, email and the contract value. References shall not include the City of Fort Lauderdale. A minimum of three (3) references shall be provided:

1. **Company Name:** The Miami Parking Authority
   Address: 40 Northwest 3rd Street, Miami, FL 33128
   Contact Name: Alejandra Argudin
   Phone #: (305) 373-06789
   Email Address: aargudin@miamiparking.com
   Contract Value: $1,514,737 Year: 2008 - Current

2. **Company Name:** The City of Seattle
   Address: 700 5th Avenue, Seattle Washington 98104
   Contact Name: Mary Catherine Snyder
   Phone #: (206) 684-8110
   Email Address: marycatherine.snyder@seattle.gov
   Contract Value: $895,517 Year: 2013 - Current

3. **Company Name:** The City of Galveston, TX
   Address: 823 Rosenberg Street, Galveston TX 77550
   Contact Name: Nicholas Yeley
   Phone #: (409) 797-3647
   Email Address: NYeley@galvestonTX.gov
   Contract Value: $96,687 Year: 2013 - Current

4. **Company Name:** The City of Burnaby, BC
   Address: 4949 Canada Way, Burnaby, BC V5G 4A3
   Contact Name: Bill Johns
   Phone #: +1 604 297 4437
   Email Address: bill.johns@burnaby.ca
   Contract Value: $114,262 Year: 2018 - Current

5. **Company Name:** The City of Winnipeg, MB
   Address: 510 Main Street, Winnipeg, Manitoba R3B 1B9
   Contact Name: Randy Topolniski
   Phone #: (204) 986-57627
   Email Address: randytopolniski@winnipeg.ca
   Contract Value: $161,893 Year: 2007 - Current

DEPARTMENT OF FINANCE – PROCUREMENT

ANTI-HUMAN TRAFFICKING AFFIDAVIT

Rev: 1 | Date: 08/06/2024

The undersigned, on behalf of PayByPhone US Inc., a Georgia (*State*) Nongovernmental (*Type of Entity*), ("Nongovernmental Entity"), under penalty of perjury, hereby deposes and says:

1. My name is Teresa Trussell, CAPP.
2. I am an ____ officer or ✓ authorized representative of the Nongovernmental Entity.
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: _____

Name of Officer or Representative: Teresa Trussell, CAPP Title: President

Office Address: PayByPhone US Inc., c/o Corpay 3280 Peachtree Rd, Suite 2400 Atlanta, GA 30305

Email Address: ttrussell@paybyphone.com

Main Phone Number: 740-416-0948 FEIN No.: 87-3652865

STATE OF Ohio
COUNTY OF Meigs

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 24 day of March, 2025 by Amber Davis.

AMBER DAVIS
Notary Public
State of Ohio
My Comm. Expires
December 27, 2025

(SEAL)

Amber Davis
(Signature of Notary Public – State of Ohio)

Amber Davis
Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ____ OR Produced Identification X
Type of Identification Produced Drivers License

Approved by: Glenn Marcos, Chief Procurement Officer
Uncontrolled in hard copy unless otherwise marked

WE BUILD COMMUNITY

CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the City's on-line strategic sourcing platform prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Registration) PayByPhone US Inc. EIN (Optional): _____

Address: PayByPhone US Inc., c/o Corpay 3280 Peachtree Rd, Suite 2400

City: Atlanta State: GA Zip: 30305

Telephone No.: +1 604 642 4286 FAX No.: +1 866 286 5401 Email: ttrussell@paybyphone.com

Delivery: Calendar days after receipt of Purchase Order **(section 1.02 of General Conditions)**: 30 Days

Total Bid Discount **(section 1.05 of General Conditions)**: N/A

Check box if your firm qualifies for DBE **(section 1.09 of General Conditions)**: ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal.

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
1	3/19/25						
2	03/06/2025						

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A.

N/A

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars ($500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Teresa Trussell, CAPP — Name (printed)

Signature

March 24, 2025 — Date

President — Title

City of Fort Lauderdale • Procurement Services Division
101 NE 3rd Avenue • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

RFP No. 418
TITLE: Mobile Parking Payment Service

ISSUED: February 19, 2025

This addendum is being issued to make the following change(s):

Section 2.5, Pricing/Delivery

Change From:
All pricing should be identified ~~on the Strategic Cost Proposal page provided in this RFP~~. No additional costs may be accepted, other than the costs stated on ~~the Cost Proposal page~~. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive. Contractor shall quote a firm, fixed price for all services stated in the RFP. All costs including travel shall be included in your proposal. ~~The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale~~.

Change To:
All pricing should be identified and electronically submitted on the Strategic Sourcing Module. No additional costs may be accepted, other than the costs stated on Strategic Sourcing Module. Failure to use the Strategic Sourcing Module as required in this RFP may deem your proposal non-responsive. Contractor shall quote a firm, fixed price for all services stated in the RFP. All costs including travel shall be included in your proposal.

Section 4.2.8 B., Cost Proposal

Change From:
Provide firm, fixed, costs for all services/products using the ~~form~~ provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

Change to:
Provide firm, fixed, costs for all services/products using the single event line in the Strategic Sourcing Module provided in this request for proposal.

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954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

The underline denotes an addition and ~~strikethrough~~ a deletion.

All other terms, conditions, and specifications remain unchanged.

Kirk McDonald
Senior Procurement Specialist

Company Name: PayByPhone US Inc.

Bidder's Signature: _____

Date: March 24, 2025

City of Fort Lauderdale • Procurement Services Division
101 NE 3rd Avenue • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 2

RFP No. 418
TITLE: Mobile Parking Payment Service

ISSUED: March 6, 2025

This addendum is being issued to make the following change(s):

Section 2.47, PCI (Payment Card Industry) Compliance

Change From:

~~Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information. Proposer's failure to produce PCI compliant documentation of current standards at time of proposal deadline will result in your proposal being deemed non-responsive. The City is the sole judge in determining that Proposer's PCI compliant documentation of current standards is acceptable to the City.~~

~~Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.~~

Change To:

PCI Attestation of Compliance (AoC):

Contractor agrees to comply with all applicable state, federal, and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding, and destruction of protected information.

- Contractor must provide a current PCI Attestation of Compliance (AoC) signed by a PCI Qualified Security Assessor (QSA) at the time of proposal submission.
- The AoC must be dated no older than one year. If the AoC exceeds this timeframe, a bridge letter signed by a QSA must be provided.
- Failure to submit a valid AoC and, if applicable, a bridge letter, shall result in the proposal being deemed non-responsive.

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954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

- The City is the sole judge in determining the acceptability of the AoC and any accompanying documentation.

Ongoing PCI Compliance:

- Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards.
- Contractors must provide updated PCI compliance documentation, including a new AoC, upon request by the City of Fort Lauderdale.
- Failure to maintain PCI compliance or to provide requested documentation may result in termination of the contract.

All other terms, conditions, and specifications remain unchanged.

Kirk McDonald
Senior Procurement Specialist

Company Name: Pay By Phone US Inc.
(please print)

Bidder's Signature: _____

Date: 3-24-25

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.)

PayByPhone US 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.

600 - 1290 Homer Street, 6th Floor

Requester's name and address (optional)

6 City, state, and ZIP code

Vancouver, BC V6B 2Y5

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

8	7	–	3	6	5	2	8	6	5

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** *Teresa Trussell* **Date** 5/9/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

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; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and 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).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.

- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



Detail by Entity Name

Foreign Profit Corporation
PAYBYPHONE US INC.

Filing Information

Document Number	F24000002032
FEI/EIN Number	87-3652865
Date Filed	04/15/2024
State	DE
Status	ACTIVE

Principal Address

3280 Peachtree Road
Suite 2400
Atlanta, GA 30305

Changed: 01/29/2025

Mailing Address

600-1290 HOMER ST.
VANCOUVER, BC V6B 2Y5 CANADA, FL

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 03/04/2025

Address Changed: 03/04/2025

Officer/Director Detail

Name & Address

Title President

Trussell, Teresa
1290 Homer Street
Unit 600
Vancouver, British Columbia V6B 2Y5 CA

Title Treasurer

HAMILL, NICK
1290 Homer Street
Unit 600
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Title S

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Annual Reports

Report Year	Filed Date
2025	01/29/2025

Document Images

03/04/2025 -- Reg. Agent Change	View image in PDF format
01/29/2025 -- ANNUAL REPORT	View image in PDF format
04/15/2024 -- Foreign Profit	View image in PDF format

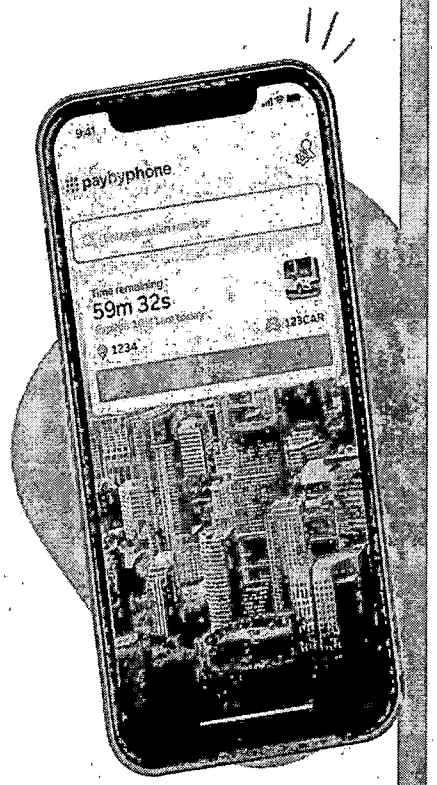


Appendix 1 – Onboarding Workbook

PayByPhone Onboarding Workbook

<Client Name Here>

paybyphone



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Workbook Tab	Responsibility
Key Contacts	Client
Location/Rate Info	Client
Merchant Account	Client
Enforcement & Integrations	Client
Holiday Calendar	Client
Geolocation	Client
Portal Permissions	Client
Signage	PayByPhone
Vendor Configuration	PayByPhone

Key Contacts

Office Address:

Shipping Address:

Project Manager (responsible for overall implementation)

Name:
Phone:
Email:

Finance Contact (PayByPhone invoicing contact)

Name:
Phone:
Email:

Parking Enforcement Contact

Name:
Phone:
Email:

Customer Service Contact

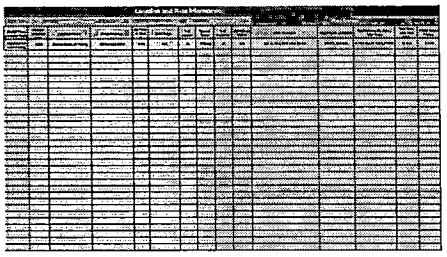
Name:
Phone:
Email:

Location/Rates Administrator

Name:
Phone:
Email:

OTHER - Please specify role:

Name:
Phone:
Email:



Merchant Setup

Setup Details

Processor Name	
Remittance Schedule: if PBP is MOR	1,2 or 3
Processor Contact	
Accepted Credit Cards	
Client Contact	
NMI User Permissions	Name: Email: Name: Email:
Notes	

Important Details about the merchant account setup process

1	You must request a 'VAR' sheet (aka Tear sheet) from your Bank's merchant processor
2	PayByPhone does not connect directly to the processor, instead we use a company called CreditCall. They act as a gateway provider between PBP and the processor.
3	The account will need to be requested as a "card not present" ecommerce account and set as Terminal Based Settlement
4	MCC/SIC: 7523 is used for all Merchant Processors

Processor Specific Details

First Data	Requirement - Terminal Based Settlement Requirement - Setup on "Nashville Platform"
Chase Payment Tech	Requirement - Must provide PayByPhone with secondary user and password
Elavon	Requirement - Terminal Based Settlement
Global	TBA
Heartland	ApplePay & GooglePay are not compatible with Heartland merchant accounts
Bank of America	TBA
TSYS	Requirement - Terminal Based Settlement

Enforcement and Integrations

Enforcement Details

Name of Enforcement Provider	
Type of Enforcement	
Handheld device used	
Enforcement Provider Contact	
Enforcement Rep (Client side)	

Integration Details 1

Integration Type	
Integrator Company Name	
Integration Method	
Integrator Contact	
Integrator Rep (Client side)	

Integration Details 2

Integration Type	
Integrator Company Name	
Integration Method	
Integrator Contact	
Integrator Rep (Client side)	

Setup Notes

Holiday Calendar - USA

Instruction: Please select all dates where holiday parking rates (eg. free or discounted) apply. If holiday parking DOES NOT apply, please skip to bottom RED section.

Select all which apply	Holiday	Observed Date	Alternative Day (eg. Christmas falls on Sunday but free parking provided on Monday).
☐	New Years Day	Monday, January 1, 2024	N/A
☐	Martin Luther King Day	Tuesday, January 16, 2024	
☐	Presidents' Day	Monday, February 19, 2024	
☐	Patriot's Day (MA)	Wednesday, April 17, 2024	
☐	Memorial Day	Wednesday, May 29, 2024	
☐	Juneteenth (National Freedom Day)	Wednesday, June 19, 2024	
☐	Independence Day	Thursday, July 4, 2024	
☐	Labor Day	Wednesday, September 4, 2024	
☐	Indigenous Peoples' Day (Columbus Day)	Wednesday, October 9, 2024	
☐	Veterans Day	Monday, November 11, 2024	
☐	Thanksgiving Day	Saturday, November 23, 2024	
☐	Friday AFTER Thanksgiving / Black Friday	Sunday, November 24, 2024	
☐	Christmas Eve	Tuesday, December 24, 2024	
☐	Christmas Day	Wednesday, December 25, 2024	
☐	Day AFTER Christmas Day	Thursday, December 26, 2024	
☐	New Year's Eve	Tuesday, December 31, 2024	
	Please add, below, any holidays that need to be included which are not listed above		
☐			
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☐			
☐	Check this box only if no free/discounted holiday rates apply.		

Holiday Calendar - Canada

Instruction: Please select all dates where holiday parking rates (eg. free or discounted) apply. If holiday parking DOES NOT apply, please skip to bottom RED section.

Select all which apply:	Holiday:	Observed Date:	Alternative Day (eg. Christmas falls on Sunday but free parking provided on Monday):
☐	New Years Day	Sunday, January 1, 2023	N/A
☐	Family Day	Monday, February 20, 2023	
☐	Good Friday	Friday, April 7, 2023	
☐	Easter Monday	Monday, April 10, 2023	
☐	Victoria Day	Monday, May 22, 2023	
☐	Patriots Day / National Day (QC)	Monday, May 22, 2023	
☐	St. Jean Baptiste Day (QC)	Saturday, June 24, 2023	
☐	Canada Day	Saturday, July 1, 2023	
☐	Civic Holiday / BC Day / Sask Day	Tuesday, August 1, 2023	
☐	Labour Day	Monday, September 4, 2023	
☐	Thanksgiving Day	Monday, October 9, 2023	
☐	Remembrance Day / Veterans Day	Saturday, November 11, 2023	
☐	Christmas Eve	Sunday, December 24, 2023	
☐	Christmas Day	Monday, December 25, 2023	
☐	Boxing Day	Tuesday, December 26, 2023	
☐	New Year's Eve	Sunday, December 31, 2023	

Please add, below, any holidays that need to be included which are not listed above

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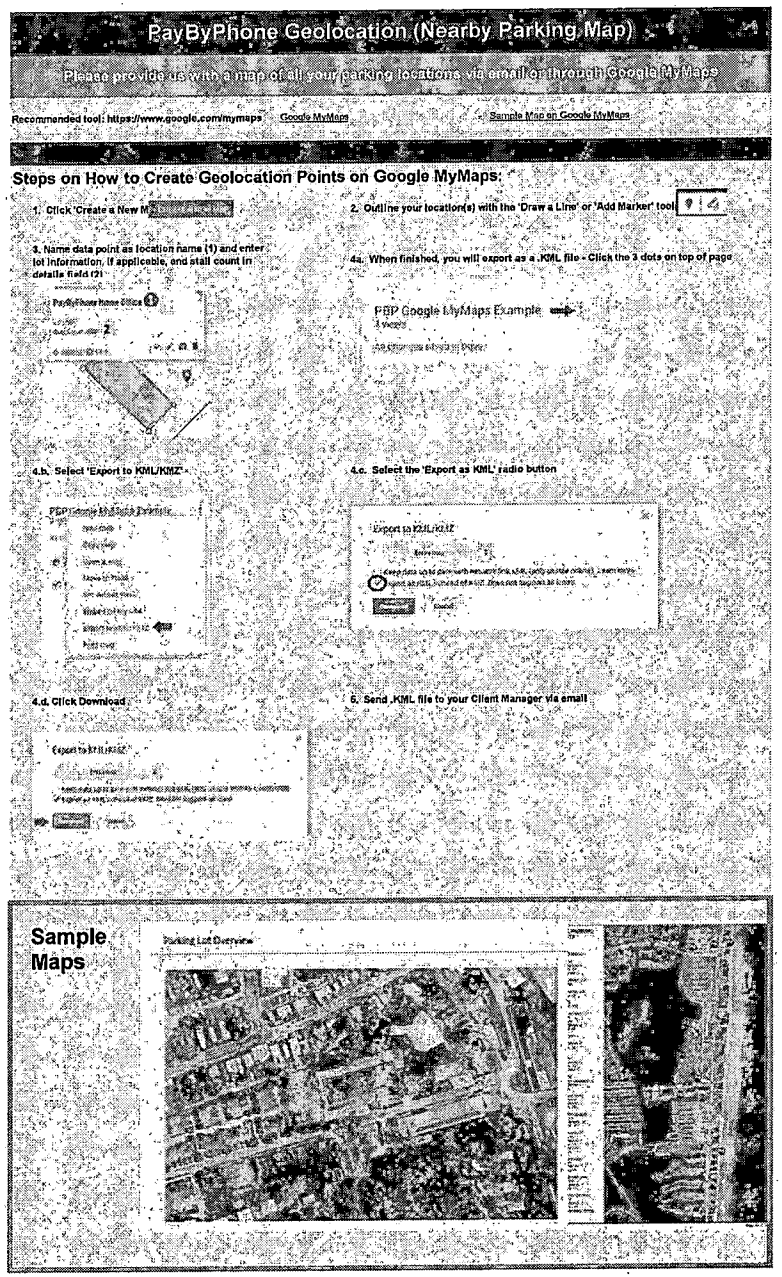
☐	Check this box only if no free/discounted holiday rates apply.


PayByPhone Geolocation (Nearby Parking Map)
Please provide us with a map of all your parking locations, via email or through Google MyMaps
Recommended tool: https://www.google.com/mymaps Google MyMaps Sample Map on Google MyMaps
Steps on How to Create Geolocation Points on Google MyMaps:
1. Click 'Create a New M
2. Outline your location(s) with the 'Draw a Line' or 'Add Marker' tool
3. Name data point as location name (1) and enter lot information, if applicable, and stall count in details field (2)
4a. When finished, you will export as a .KML file - Click the 3 dots on top of page
PBP Google MyMaps Example
4b. Select 'Export to KML/KMZ'
4c. Select the 'Export as KML' radio button
4d. Click Download
5. Send .KML file to your Client Manager via email
Sample Maps
Parking Lot Overview

Portal - Account Permissions

User Details			User Permissions							
First Name	Last Name	Email	All Permissions	Reports - Accounting	Reports - Operations	Reports - Permits	Data Dashboard	Customer Accounts	Refunds	Rates Management
John	Smith	jsmith@abc123.org	☐	☐	☐	☐	☐	☐	☐	☐
			☐	☐	☐	☐	☐	☐	☐	☐
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			☐	☐	☐	☐	☐	☐	☐	☐

Portal Permission Types

Reports - Accounting	When granted, this permission allows the user to access Accounting Reports under the 'Reporting Tab'.
Reports - Operations	When granted, this permission allows the user to access Operations Reports under the 'Reporting Tab'.
Reports - Permits	When granted, this permission allows the user to access Permit Reports under the 'Reporting Tab'.
Data Dashboard	When granted, this permission allows the user to access the Insights Data Dashboard via the 'Insights' tab.
Customer Accounts	When granted, this permission allows the user to search for and access customer accounts. Within the customer account this permission gives access to the start parking and credit parking tools.
Customer Accounts with Refunds	When granted, this permission allows the user to issue refunds on active or expired transactions.
Rates Management	When granted, this permission provides editable access to all parking rates and restrictions.

PBP INTERNAL USE ONLY

Signage and Decal Inventory

Input signage and decal quantities as necessary				Metal Signs		Meter Decals				Paystation Decals					
						<Insert Meter Type>		<Insert Meter Type>		<Insert Paystation Type>			<Insert Paystation Type>		
Location	PBP Code	Space count	Hrdwre count	12x18	18x24	<Insert size>	<Insert size>	<Insert size>	<Insert size>	<Insert size>	<Insert size>	<Insert size>	<Insert size>	<Insert size>	<Insert size>
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0	0	0	0												
Total				0	0	0	0	0	0	0	0	0	0	0	0

PBP INTERNAL USE ONLY

Vendor Configuration

Vendor Name	
Vendor Description	
Vendor Address	
Region Name (if Applicable)	
Country	
City	
TimeZone	
Currency	
Transaction Fee	
SMS Fee	
Reminder Fee	
Fee Absorbed?	
Is the Fee Published?	
IVR Number	
IVR Billing details?	
DDI	
Eligibility Setup	
Reporting Requirements	

Setup Notes:



Appendix 2 – PCI-DSS Certificate + SOC 2 Type II Report



Certificate of Audit

An Independent Service Auditor's Report has been issued to

PayByPhone Technologies, Inc.

After completing a PCI DSS v4.0 Audit with a
Report on Compliance dated November 15, 2024.

Joseph Kirkpatrick, President
CPA, CISSP, CISA, CGEIT, CRISC, and QSA

KirkpatrickPrice

paybyphone

PayByPhone Technologies, Inc.

Type II System and Organization Controls Report (SOC 2)

Report on a Service Organization's Description of Its System and on the Suitability of the Design and Operating Effectiveness of Its Controls Relevant to Security, Availability, Confidentiality, and Processing Integrity Throughout the Period November 1, 2023, to October 31, 2024.

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Section I:

Assertion of PayByPhone Technologies, Inc. Management

Assertion of PayByPhone Technologies, Inc. Management

We have prepared the accompanying description in section III titled "PayByPhone Technologies, Inc.'s Description of Its Payment Processing Services System" throughout the period November 1, 2023, to October 31, 2024, (description), based on the criteria for a description of a service organization's system in DC section 200, *2018 Description Criteria for a Description of a Service Organization's System in a SOC 2 Report* (AICPA, *Description Criteria*), (description criteria). The description is intended to provide report users with information about the payment processing services system that may be useful when assessing the risks arising from interactions with PayByPhone Technologies, Inc.'s system, particularly information about system controls that PayByPhone Technologies, Inc. has designed, implemented, and operated to provide reasonable assurance that its service commitments and system requirements were achieved based on the trust services criteria relevant to security, availability, confidentiality, and processing integrity (applicable trust services criteria) set forth in TSP section 100, *2017 Trust Services Criteria for Security, Availability, Processing Integrity, Confidentiality, and Privacy* (AICPA, *Trust Services Criteria*).

PayByPhone Technologies, Inc. uses Amazon Web Services (AWS) for cloud infrastructure services, Network Merchants for payment gateway platform services, Accertify for payment gateway platform services, Worldline (fka Ingenico eCommerce Solutions/Ogone) for payment solution services, Apigee for full lifecycle application programming interface (API) management services, and Twilio for interactive voice response (IVR) systems services. The description indicates that complementary subservice organization controls that are suitably designed and operating effectively are necessary, along with controls at PayByPhone Technologies, Inc., to achieve PayByPhone Technologies, Inc.'s service commitments and system requirements based on the applicable trust services criteria. The description presents PayByPhone Technologies, Inc.'s controls, the applicable trust services criteria, and the types of complementary subservice organization controls assumed in the design of PayByPhone Technologies, Inc.'s controls. The description does not disclose the actual controls at the subservice organizations.

The description indicates that complementary user entity controls that are suitably designed and operating effectively are necessary, along with controls at PayByPhone Technologies, Inc., to achieve PayByPhone Technologies, Inc.'s service commitments and system requirements based on the applicable trust services criteria. The description presents PayByPhone Technologies, Inc.'s controls, the applicable trust services criteria, and the complementary user entity controls assumed in the design of PayByPhone Technologies, Inc.'s controls.

We confirm, to the best of our knowledge and belief, that

a. the description presents PayByPhone Technologies, Inc.'s payment processing services system that was designed and implemented throughout the period November 1, 2023, to October 31, 2024, in accordance with the description criteria.

b. the controls stated in the description were suitably designed throughout the period November 1, 2023, to October 31, 2024, to provide reasonable assurance that PayByPhone Technologies, Inc.'s service commitments and system requirements would be achieved based on the applicable trust services criteria, if its controls operated effectively throughout that period, and if the subservice organizations and user entities applied the complementary controls assumed in the design of PayByPhone Technologies, Inc.'s controls throughout that period.

c. the controls stated in the description operated effectively throughout the period November 1, 2023, to October 31, 2024, to provide reasonable assurance that PayByPhone Technologies, Inc.'s service commitments and system requirements were achieved based on the applicable trust services criteria, if complementary subservice organization controls and complementary user entity controls assumed in the design of PayByPhone Technologies, Inc.'s controls operated effectively throughout that period.



Section II:

Independent Service Auditor's Report

Independent Service Auditor's Report

Jonny Combe
President and CEO
PayByPhone Technologies, Inc.
600-1290 Homer Street, 6th Floor
Vancouver, BC
V6B 2Y5, Canada

Scope

We have examined PayByPhone Technologies, Inc.'s accompanying description in section III titled "PayByPhone Technologies, Inc.'s Description of Its Payment Processing Services System" throughout the period November 1, 2023, to October 31, 2024, (description) based on the criteria for a description of a service organization's system in DC section 200, *2018 Description Criteria for a Description of a Service Organization's System in a SOC 2 Report* (AICPA, *Description Criteria*), (description criteria) and the suitability of the design and operating effectiveness of controls stated in the description throughout the period November 1, 2023, to October 31, 2024, to provide reasonable assurance that PayByPhone Technologies, Inc.'s service commitments and system requirements were achieved based on the trust services criteria relevant to security, availability, confidentiality, and processing integrity (applicable trust services criteria) set forth in TSP section 100, *2017 Trust Services Criteria for Security, Availability, Processing Integrity, Confidentiality, and Privacy* (AICPA, *Trust Services Criteria*).

PayByPhone Technologies, Inc. uses Amazon Web Services (AWS) for cloud infrastructure services, Network Merchants for payment gateway platform services, Accertify for payment gateway platform services, Worldline (fka Ingenico eCommerce Solutions/Ogone) for payment solution services, Apigee for full lifecycle application programming interface (API) management services, and Twilio for interactive voice response (IVR) systems services. The description indicates that complementary subservice organization controls that are suitably designed and operating effectively are necessary, along with controls at PayByPhone Technologies, Inc., to achieve PayByPhone Technologies, Inc.'s service commitments and system requirements based on the applicable trust services criteria. The description presents PayByPhone Technologies, Inc.'s controls, the applicable trust services criteria, and the types of complementary subservice organization controls assumed in the design of PayByPhone Technologies, Inc.'s controls. The description does not disclose the actual controls at the subservice organizations. Our examination did not include the services provided by the subservice organizations, and we have not evaluated the suitability of the design or operating effectiveness of such complementary subservice organization controls.

The description indicates that complementary user entity controls that are suitably designed and operating effectively are necessary, along with controls at PayByPhone Technologies, Inc., to achieve PayByPhone Technologies, Inc.'s service commitments and system requirements based on the applicable trust services criteria. The description presents PayByPhone Technologies, Inc.'s controls, the applicable trust services criteria, and the complementary user entity controls assumed in the design of PayByPhone Technologies, Inc.'s controls. Our examination did not include such

complementary user entity controls and we have not evaluated the suitability of the design or operating effectiveness of such controls.

Service Organization's Responsibilities

PayByPhone Technologies, Inc. is responsible for its service commitments and system requirements and for designing, implementing, and operating effective controls within the system to provide reasonable assurance that PayByPhone Technologies, Inc.'s service commitments and system requirements were achieved. In section I, PayByPhone Technologies, Inc. has provided its assertion titled "Assertion of PayByPhone Technologies, Inc. Management" (assertion) about the description and the suitability of the design and operating effectiveness of controls stated therein. PayByPhone Technologies, Inc. is also responsible for preparing the description and assertion, including the completeness, accuracy, and method of presentation of the description and assertion; providing the services covered by the description; selecting the applicable trust services criteria and stating the related controls in the description; and identifying the risks that threaten the achievement of the service organization's service commitments and system requirements.

Service Auditor's Responsibilities

Our responsibility is to express an opinion on the description and on the suitability of design and operating effectiveness of controls stated in the description based on our examination. Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform our examination to obtain reasonable assurance about whether, in all material respects, the description is presented in accordance with the description criteria and the controls stated therein were suitably designed and operated effectively to provide reasonable assurance that the service organization's service commitments and system requirements were achieved based on the applicable trust services criteria. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

An examination of the description of a service organization's system and the suitability of the design and operating effectiveness of controls involves the following:

- Obtaining an understanding of the system and the service organization's service commitments and system requirements
- Assessing the risks that the description is not presented in accordance with the description criteria and that controls were not suitably designed or did not operate effectively
- Performing procedures to obtain evidence about whether the description is presented in accordance with the description criteria
- Performing procedures to obtain evidence about whether controls stated in the description were suitably designed to provide reasonable assurance that the service organization achieved its service commitments and system requirements based on the applicable trust services criteria
- Testing the operating effectiveness of controls stated in the description to provide reasonable assurance that the service organization achieved its service commitments and system requirements based on the applicable trust services criteria
- Evaluating the overall presentation of the description

Our examination also included performing such other procedures as we considered necessary in the circumstances.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Inherent Limitations

The description is prepared to meet the common needs of a broad range of report users and may not, therefore, include every aspect of the system that individual users may consider important to meet their informational needs.

There are inherent limitations in the effectiveness of any system of internal control, including the possibility of human error and the circumvention of controls.

Because of their nature, controls may not always operate effectively to provide reasonable assurance that the service organization's service commitments and system requirements are achieved based on the applicable trust services criteria. Also, the projection to the future of any conclusions about the suitability of the design or operating effectiveness of controls is subject to the risk that controls may become inadequate because of changes in conditions or that the degree of compliance with policies or procedures may deteriorate.

Description of Tests of Controls

The specific controls we tested and the nature, timing, and results of those tests are presented in section IV, "Trust Services Categories, Criteria, Related Controls, and Tests of Controls," of this report in columns 2, 3, and 4, respectively.

Opinion

In our opinion, in all material respects,

a. the description presents PayByPhone Technologies, Inc.'s payment processing services system that was designed and implemented throughout the period November 1, 2023, to October 31, 2024, in accordance with the description criteria.

b. the controls stated in the description were suitably designed throughout the period November 1, 2023, to October 31, 2024, to provide reasonable assurance that PayByPhone Technologies, Inc.'s service commitments and system requirements would be achieved based on the applicable trust services criteria, if its controls operated effectively throughout that period and if the subservice organizations and user entities applied the complementary controls assumed in the design of PayByPhone Technologies, Inc.'s controls throughout that period.

c. the controls stated in the description operated effectively throughout the period November 1, 2023, to October 31, 2024, to provide reasonable assurance that PayByPhone Technologies, Inc.'s service commitments and system requirements were achieved based on the applicable trust services criteria, if complementary subservice organization controls and complementary user entity controls

assumed in the design of PayByPhone Technologies, Inc.'s controls operated effectively throughout that period.

Restricted Use

This report, including the description of tests of controls and results thereof in section IV, is intended solely for the information and use of PayByPhone Technologies, Inc., user entities of PayByPhone Technologies, Inc.'s payment processing services system during some or all of the period November 1, 2023, to October 31, 2024, business partners of PayByPhone Technologies, Inc. subject to risks arising from interactions with the payment processing services system, practitioners providing services to such user entities and business partners, prospective user entities and business partners, and regulators who have sufficient knowledge and understanding of the following:

- The nature of the service provided by the service organization
- How the service organization's system interacts with user entities, business partners, subservice organizations, and other parties
- Internal control and its limitations
- Complementary user entity controls and complementary subservice organization controls and how those controls interact with the controls at the service organization to achieve the service organization's service commitments and system requirements
- User entity responsibilities and how they may affect the user entity's ability to effectively use the service organization's services
- The applicable trust services criteria
- The risks that may threaten the achievement of the service organization's service commitments and system requirements and how controls address those risks

This report is not intended to be, and should not be, used by anyone other than these specified parties.

Joseph Kirkpatrick
CPA, CISSP, CGEIT, CISA, CRISC, QSA
4235 Hillsboro Pike, Suite 300
Nashville, TN 37215

November 11, 2024



Section III:

PayByPhone Technologies, Inc.'s Description of Its Payment Processing Services System

Services Provided

PayByPhone Technologies, Inc. (PayByPhone) functions as both a business-to-business and business-to-business-to-consumer organization. Business-to-business-to-consumer operations allow PayByPhone consumers to pay for on-street or off-street parking with their phone without using a parking meter. The service allows motorists with several different options and features, including the following:

- A SMS reminder before a parking session expires
- Ability to extend parking sessions remotely
- Transaction reporting
- Email parking receipts

The business-to-business operations allows parking operators to increasingly recognize that mobile payments can both reduce the costs associated with operating expensive pay and display machines as well as increasing revenue per parking session. In addition to lowering operational costs, PayByPhone also provides detailed analytics and professional services for the parking industry.

Client Sales and Onboarding

Internal sales personnel respond to requests for proposal (RFPs) and other sales leads to identify cities, counties, or government entities and individual parking companies that could potentially use PayByPhone services. Once a contract is signed, a project manager, implementation manager, and occasionally a client success member is assigned to the project. Onboarding is tracked through Microsoft Excel spreadsheets and corresponding checklists. Suppliers are engaged to produce parking signs.

Using an emailed Excel spreadsheet, PayByPhone collects information related to the locations and parking spaces covered in the services, pricing, portal users and permissions, and financial details to facilitate payment collection and disbursements. The implementation manager uses the information to setup an account in the PBP Admin Portal application using all the provided details. A portal training session is provided to introduce client personnel to the portal and to demonstrate all of the features for the client's locations. Testing is performed with the client to validate proper configurations. Immediately following the go-live event, clients are transitioned to the Client Success Account Manager team for long-term support.

Clients use the PBP Admin Portal application to generate activity-related reports such as space and lot usage and monthly revenues related to the city or business. As needed, ongoing client support is provided the Client Success Account Manager.

Ongoing Transaction Processing and Support

Once live, parking users can use cell phones to connect to the IVR system. Users can also use web-based applications to connect to the online system to make payments. Cardholder data (CHD) and personally identifiable data (PII) is transmitted from the cell phone and web-based application frontends to an application programming interface (API) over Transport Layer Security (TLS) v1.2 for processing and storage. Data

can also be received via Twilio's IVR service, which connects to Apigee API platform and forwards PayByPhone-specific traffic. Apigee forwards the data over a mutually authenticated TLS (mTLS) session to an AWS web application firewall (WAF), where the traffic is decrypted on the Nginx system. The data is then re-encrypted and sent via HTTPS or TLS over virtual private cloud (VPC), where it is decrypted and passed to AWS Lambda functions. AWS Lambda is the interface point between Twilio IVR systems and PayByPhone's IVR systems. AWS Lamba makes an API call over TLS 1.2 and routed through AWS Transit Gateway to the load balancer or API, which resides at the eStruxture data center.

Additionally, channels are in place in order for consumers to engage PayByPhone for support. The Yoummday (fka ICON) third party provides Zendesk-driven support to consumers. The vendor works incoming Zendesk tickets and resolves issues as they are able. Tier 2 support is escalated to an internal team within PayByPhone, and Tier 3 support is escalated to the Development team using a Jira ticket.

Client Offboarding

Offboarding starts once a client has provided notification that the relationship is to be terminated. A departure data is set, and on that date, the project manager stops the services and merchant accounts in the PBP Admin Portal. Clients continue to have access to the PBP Admin Portal to generate reports for 30 days, or longer if agreed on at the termination notification. Once this date has passed, the project manager removes all access for the client in the PBP Admin Portal.

Principal Service Commitments and System Requirements

Regulatory Commitments

Due to the nature of services PayByPhone provides and the data types that it processes for service delivery, the organization's operations are impacted by requirements set forth in the following business and regulatory requirements:

- Canadian Personal Information Protection and Electronic Documents Act (PIPEDA)
- Canadian Consumer Privacy Protection Act (CPPA)
- European Union General Data Protection Regulation (GDPR)
- Payment Card Industry Digital Security Standards (PCI DSS)
- California Consumer Privacy Act (CCPA)

The organization designs its security programs and business operations to maintain compliance with industry expectations and regulatory commitments.

Contractual Commitments

PayByPhone maintains contracts and agreements that are executed with clients to communicate service offerings and commitments. Clients are required to sign a master services agreement (MSA) upon engagement. The MSA contains contractual obligations such as data protection and information sharing requirements.

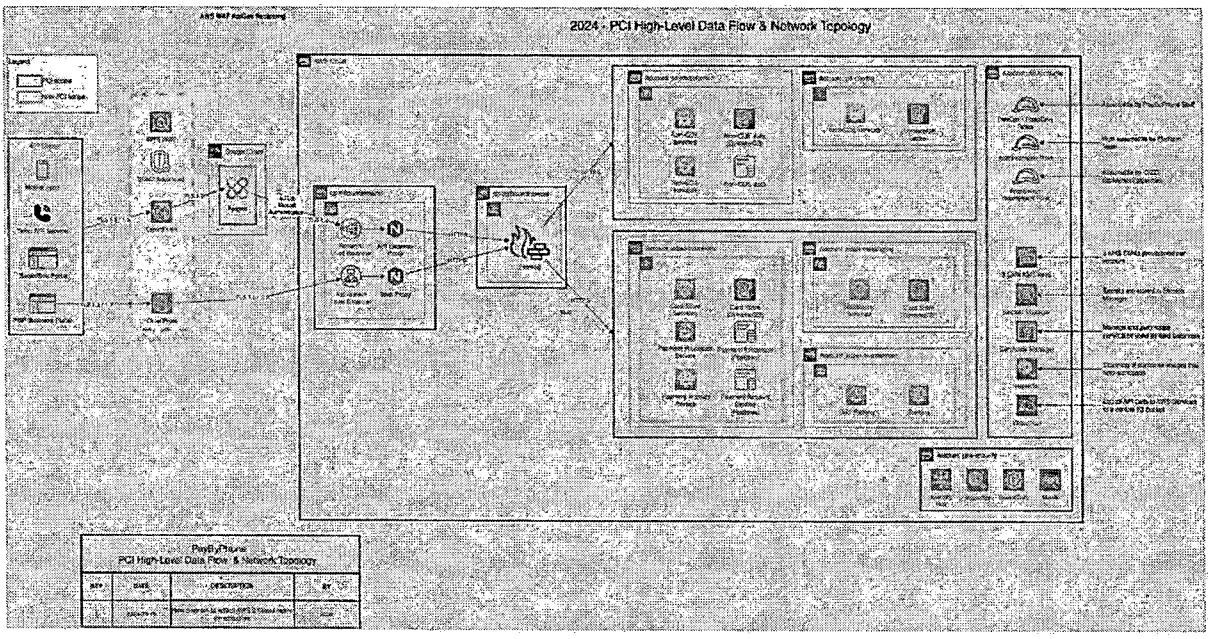
System Design

PayByPhone designs its payment processing services system to meet its regulatory and contractual commitments. These commitments are based on the services that PayByPhone provides to its clients, the laws and regulations that govern the provision of those services, and the financial, operational, and compliance requirements that PayByPhone has established for its services. PayByPhone establishes operational requirements in its system design that support the achievement of its regulatory and contractual commitments. These requirements are communicated in PayByPhone's system policies and procedures, system design documentation, and contracts with clients.

Components of the System Used to Provide the Services

Infrastructure

The organization documents its network design for the purpose of showing its network inter-connectivity between its locations and the associated segmentation of various parts of network and perimeter security of its network via firewalls. To outline the topology of its network, the organization maintains the network diagram below to illustrate its internal infrastructure.



Software

The organization maintains an inventory of all critical software used to develop and provide PayByPhone's services. The following software is deemed critical to the organization's service operations:

- Alpine Linux
- AWS Aurora
- AWS CloudFront
- AWS Config
- AWS DynamoDB
- AWS Elastic Container Service
- AWS Fargate
- AWS GuardDuty
- AWS Identity Center
- AWS Inspector
- AWS Kinesis
- AWS KMS
- AWS Macie
- AWS Network and Application Load Balancers
- AWS Network Firewall
- AWS RDS for Oracle
- AWS Security Hub
- AWS SQS
- AWS WAF
- GitLab SaaS
- Google Apigee
- JFrog
- Microsoft Azure Entra
- Nginx
- Octopus

- Snyk
- TeamCity
- Tenable.io
- Twilio

People

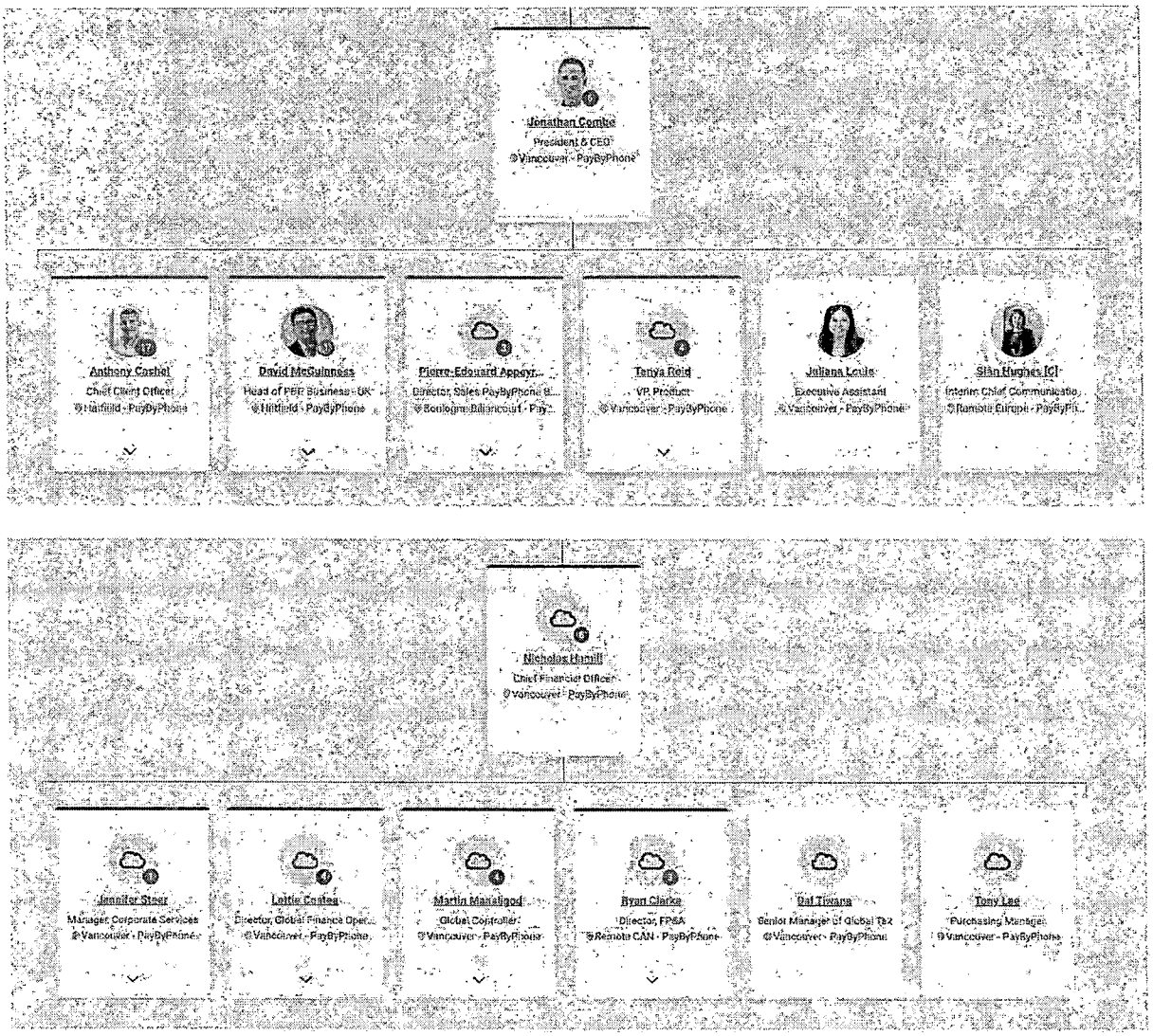
PayByPhone maintains a formal board of directors that is responsible for providing oversight and direction to the organization. The board consists of seven C- and VP-level employees. The board meets monthly to discuss operations, including the following topics:

- Financial and business updates
- Previous meeting topics
- Board updates
- Product insights
- Technology team improvements
- Miscellaneous items

Weekly tactical meetings are also conducted, and a status report is provided to the board quarterly to communicate goals, changes, and actions since the last report. The report includes current top risks, remediations performed, and new risks

In addition, the organization maintains a top-down structure with C-level leaders reporting directly to the Chief Executive Officer (CEO) and board of directors. PayByPhone consists of the Finance, Technology, Security and Compliance, People and Culture, Product, and Clients Management teams. The organizational charts below illustrate PayByPhone's top-down structure.





Data

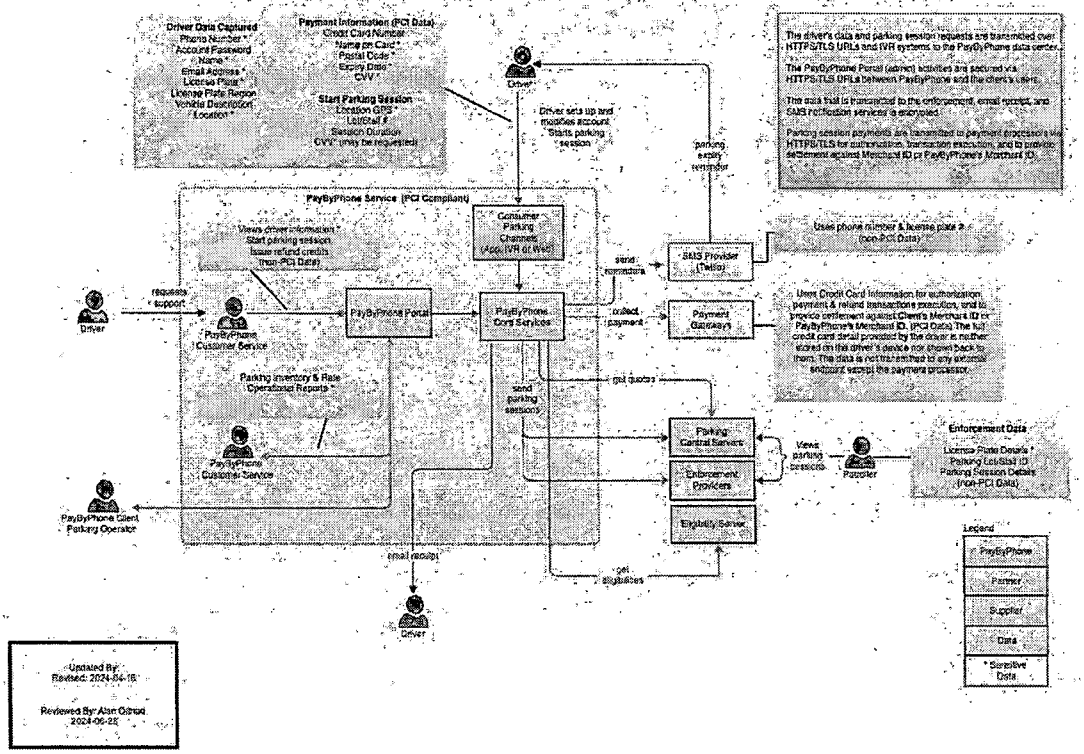
To provide its services, the organization stores, processes, and transmits cardholder data (CHD) and data related to the application service offerings. PayByPhone has established procedures for classifying and tagging sensitive data handled within the network environment. The Tagging Policy includes a specific naming convention and procedures for tagging data as public, internal, confidential, and secret. The Data Classification & Guidance document details how CHD and personally identifiable information (PII) are considered confidential within the organization's environment. Additionally, requirements are in place for ensuring that Amazon Web Services (AWS) tagging is used to provide granular data about the AWS infrastructure.

The organization has also established parameters and requirements for encrypting sensitive data in transit and at rest. PayByPhone's corporate website provides users with information regarding the sharing of personal data. The Data Encryption Policy includes requirements for ensuring that all non-public data is at rest databases are

encrypted, and sensitive PII and cardholder data (CHD) is encrypted at the field level. In addition, data with different classification levels must be encrypted with different keys. Encryption key management for the cardholder data environment (CDE) is maintained within AWS Key Management Service (KMS). Only KMS Customer Managed Keys (CMKs) are approved to encrypt CHD. CMKs used to encrypt CHD are stored in an AWS account that is separate from where CHD is stored.

Additionally, the data flow diagram below illustrates the detailed data flow for sensitive- and PCI-related data. The overview includes the data fields that are received for payment processing as well as the steps for how data flows from when the driver enters the data into the application to the different payment gateways.

PayByPhone Sensitive & PCI Data Flow Overview (English)



Processes and Procedures

Management has developed and communicated procedures to guide the provision of the organization's services. Changes to procedures are performed annually and authorized by management. These procedures cover the following key security life cycle areas:

- Data classification
- Categorization of information
- Assessment of the business impact resulting from proposed security approaches
- Selection, documentation, and implementation of security controls
- Performance of annual management self-assessments to assess security controls
- Authorization, changes to, and termination of information system access

- Monitoring security controls
- Management of access and roles
- Maintenance and support of the security system and necessary backup and offline storage
- Incident response
- Maintenance of restricted access to system configurations, user functionality, master passwords, powerful utilities, and security devices

Relevant Aspects of the Control Environment, Risk Assessment Process, Information and Communication, and Monitoring

The security, availability, confidentiality, and processing integrity categories and applicable trust services criteria were used to evaluate the suitability of design and operating effectiveness of controls stated in the description. Security, availability, confidentiality, and processing integrity criteria and controls designed, implemented, and operated to meet them ensure that the system is protected against unauthorized access (both physical and logical). The controls supporting the applicable trust services security, availability, confidentiality, and processing integrity criteria are included in section IV of this report. Although the applicable trust services criteria and related controls are included in section IV, they are an integral part of PayByPhone's description of its payment processing services system.

Control Environment

Management Philosophy

Integrity and ethical values are essential elements of the control environment, affecting the design, administration, and monitoring of key processes. As such, PayByPhone's management clearly communicates the organization's tone, direction, and expectations.

Leaders are responsible for communicating board meeting results to their teams via email, Slack, and Confluence. Additional meetings conducted include monthly business update meetings, all-hands meetings, and weekly development and product news emails. Monthly all-staff meetings are conducted to review information from the board as well as Business and Product team updates. Quarterly townhalls are recorded and stored to help employees stay up to date on details of business operations, progress with company opportunities and key results (OKRs), and opportunities to learn from business leaders.

Weekly newsletters are sent to the Product and Technology teams with attachments and updates from the Business, Product, Technology, and People teams. The newsletter provides sales and financial updates as well as information on platform changes.

Additionally, PayByPhone maintains the Corpay Code of Business Conduct and Ethics, which outlines ethical topics, including conflicts of interest, antitrust laws, harassment, gifts, relationships, political contributions, and related behaviors deemed inappropriate.

Security, Availability, Confidentiality, and Processing Integrity Management

The organization's security, availability, confidentiality, and processing integrity requirements are managed using a combination of documented policies and procedures, management oversight, and network systems and hardware. These management practices are implemented in all areas of the control environment to

protect systems, data, and personnel and to ensure compliance with industry best practices and standards.

Security, Availability, Confidentiality, and Processing Integrity Policies

PayByPhone communicates its standards and requirements for its internal controls and job function responsibilities via formally documented policies that are reviewed, approved, and updated annually and as needed. All of the organization's formal policies include compliance with legal requirements and industry standards as well as documentation of the policy approver and the date of last review of the policy. PayByPhone's formal policies include the following:

- Background Check Policy
- IT Security Policy
- Incident Response Policy
- Security Incident Response Policy
- Incident Response Policy
- Risk Assessment Policy
- Software Development Policy
- Data Encryption Policy
- Cardholder Data Encryption Policy
- Password Security & Access Management Policy
- Physical Security Policy
- Media Destruction Policy
- Change Management Policy
- Data Protection Policy
- Tagging Policy

Personnel Security

The Global Organizational Handbook is maintained by the organization to communicate general corporate and personnel policies, including the code of conduct, statement on ethics, information confidentiality, and progressive discipline. All new hires receive the handbook as part of onboarding and are required to acknowledge their understanding of the included policies. The handbook is maintained in Confluence, which is accessible by all personnel.

The organization has established procedures for hiring and onboarding employees. PayByPhone used BambooHR at the beginning of the audit period, then transitioned to using Workday to track and manage hiring and onboarding activities. Job descriptions are maintained to communicate role-specific requirements and responsibilities. Descriptions are published to LinkedIn and Indeed when a position becomes available. Interviews are conducted with candidates, and an offer letter is sent to the selected candidate. The selected candidate must then review and sign the offer letter before being provided a new-hire packet, which includes the Global Organizational Handbook, payroll information, and benefits. All job offers are contingent upon successful completion of a background check. The organization uses Sterling to perform background checks, which are conducted to evaluate the following information for each candidate:

- Name, address, and date of birth verification
- Social Security number (SSN) and social insurance number (SIN) verification

- Employment history
- Education history
- National and state/provincial criminal record check

The onboarding process commences upon completion of the background check. Human Resources (HR) is responsible for submitting a Jira ticket to IT to initiate the onboarding process. IT is responsible for creating user accounts and provisioning access permissions. The PBP HR Onboarding Checklist is used to ensure that all steps are followed for new employee onboarding, set up, and orientation. New hires are required to sign a protection of corporate interest agreement during onboarding. The Protection of Corporate Interest Agreement addresses the organization's standards for confidentiality, non-competition, and non-solicitation. Additionally, new hires are required to complete security awareness training during onboarding, then annually thereafter.

Mid-year and annual reviews are conducted to evaluate employee performance, and a formal performance improvement plan process is in place. The organization has also established processes for performing involuntary and voluntary terminations. The BHR Offboarding Checklist is used to ensure that system access is removed, finance and HR processes are completed, and Payroll is notified.

Physical Security and Environmental Controls

PayByPhone implements physical access controls for its corporate office facility. The Physical Security Policy is maintained to document requirements for establishing physical access controls, including video monitoring systems and visitor access permissions, to secure office spaces. Seven cameras are installed throughout the office facility to surveil sensitive areas, including ingress and egress points. Video footage is retained for 90 days.

In addition, the facility is equipped with an alarm system and motion sensors. An access control system is installed, and employees are provided with an access control keycard to secure access to the corporate office facility. Additional zones are established to manage access to the environment, and procedures are established for managing visitors within the environment. Visitors are provided with a badge that must be worn on site. Visitors must also sign the visitor log, which tracks the visitor's name, company, employee visiting, date, and time in and out. Visitor logs are retained for at least one year.

The facility is also equipped with environmental safeguards that protect the company assets and monitor for fire, water, and intrusion-related incidents. The office facility is equipped with a fire detection system.

Regarding media handling, the IT Security Policy addresses the organization's procedures for media disposal. The policy applies to hardcopy and electronic media used by the organization's information systems. Stale payment data is purged after 19 months, and paper bins must remain locked at all times. Documents must be destroyed by crosscut shredding, incineration, or pulpifying. A certificate of destruction is provided to the organization upon successful disposal, and the certificate must be retained for the at least 12 months.

Change Management

The organization has established formal processes for configuring internal systems and applications as well as managing system changes. PayByPhone uses industry-accepted system hardening standards from SANS, the Center for Internet Security (CIS), and the National Institute of Standards and Technology (NIST). The IT Security Policy addresses the use and management of system configurations. Requirements are in place for mitigating risks against security threats, and procedures are in place to protect the confidentiality, integrity, and access for system users. The policy covers the removal of system defaults, and addresses vulnerabilities, hardening, and system segregation.

Infrastructure-as-code is used as part of the change and application development processes. The Platform Infrastructure team is responsible for providing hardened and tested Terraform modules that are used when deploying the infrastructure-as-code. Security Hub is used to monitor CIS, SOC, and PCI compliance, and workstations are configured and managed by Corpay. The organization's hardening and configuration standards as well as configuration policies and guides are published to the wiki for users to review.

Regarding change management, IT Security Policy includes formal procedures for managing changes and modifications to information assets and the network environment. The following change management topics are addressed in the policy:

- Change request documentation requirements
- Change testing requirements
- Change review and approval requirements
- Change deployment requirements

In addition, PayByPhone uses Jira tickets to document and track infrastructure and network change requests.

Application Development

PayByPhone's application suite is developed and maintained by the organization's in-house developers and operations personnel. Developers are required to complete annual secure coding training to ensure that developers are updated on Open Worldwide Application Security Project (OWASP) Top 10 standards. The roles and responsibilities of developers and operations personnel are defined and appropriately divided to ensure segregation of duties. Logical and physical separation, including different AWS accounts, is enforced for the development, integration, quality assurance (QA), and production environments. Access to these environments is limited based on job requirements.

The organization's software development lifecycle (SDLC) follows the Agile methodology with planning and modifying sprints, which are deployed daily via continuous deployment. Software development processes are based on secure coding guidelines for the .Net framework. SCRUM, Kanban, and SCRUMban are used, and progress of work is tracked in Jira. Kanban boards are used to identify and categorize projects. The Software Development Policy describes the software development process to enforce consistent and controlled development and modification of internal software and system applications. The organization must ensure that applications are not vulnerable to injection flaws, buffer overflow, cryptographic storage, insecure

communications, improper error handling, and high vulnerabilities via internal code reviews. The policy includes requirements for using an automated technical solution to detect and prevent web-based attacks.

Weekly grooming meetings and daily standups are conducted to discuss development processes, and quarterly meetings are conducted with the Chief Technology Officer (CTO) and the Senior Leadership team to discuss and prioritize projects. Quarterly sprint planning meetings are conducted for corporate accounts, and standard sprint meetings are conducted weekly. Hotfixes are merged in the current sprint if needed.

Prior to deployment, the organization tests code through peer programming, manual code reviews, and through use of automated testing and scanning tools such as Tenable. Source code is stored in GitLab, which is connection the AD for access. Amazon Inspector and Tenable are used for post-deployment activities, including ASV scans.

Application Change Management

PayByPhone maintains formal processes for managing changes to the application environment. The Change Management Policy includes proper procedures for changes to information assets and the overall PayByPhone environment. The Software Development Policy includes requirements for ensuring that changes are documented, approved, and communicated prior to implementation. Change control procedures must include processes for rollback, prioritization, systems interaction, and application and system owners. Jira is used to track tickets for development changes and bug fixes.

System Monitoring

The organization has established multiple means of monitoring the security, availability, confidentiality, and processing integrity of its systems. Internal, external, and web application penetration tests are conducted at least annually or upon significant changes to the environment. External vulnerability scans are conducted every three months. Segmentation testing is also conducted at least annually, and test results are retained for two years. Critical and high vulnerabilities must be remediated within one month of identification, and medium and low vulnerabilities are remediated within three months of identification.

The organization monitors systems and alerts teams through various channels and applications. The IT Security Policy establishes consistent security logging and monitoring practices across company systems to assess information system controls, operations, and general security activities. The following systems are regularly monitored:

- Amazon GuardDuty
- Amazon Macie
- Datadog WAF and application logs
- Microsoft Purview
- Microsoft Entra ID
- Endpoint and email security

Datadog is used to detect anomalies and initiate alerts to the Incident Response team, when necessary. Within the AWS environment, CloudTrail is used for logging, and Security Hub is used for monitoring vulnerabilities and compliance. Teams communicate via Slack channels, and alerts are sent using Opsgenie.

Time synchronization technology is used to synchronize critical system clocks. The Security Log Review document includes formal procedures and checklists for using security tools to conduct daily reviews of security logs and alerts. PayByPhone conducts daily checks of multiple security systems, and logs are stored in monthly files for archival and auditing. The following audit trail entries are required for all system components for each event:

- User identification
- Type of event
- Date
- Time
- Success or failure indication
- Origination of event
- Identity or name of impacted data, system component, or resource

Regarding viruses and malware, antivirus software is configured and managed via Corpay. Systems use Cisco secure endpoint protection, which monitors the behaviors of systems to identify malware and viruses. Systems and OS types are centrally managed and configured with the Cisco secure endpoint agent. Agents are configured to quarantine, block, and protect systems based on the different types of malware or virus detected. Relevant event logs are retained for at least 30 days and are sent to the SIEM for long-term storage for at least one year. Additionally, the Patching document includes the organization's formal procedures for performing system patching.

Problem Management

PayByPhone has developed and implemented a formal incident response process for identifying, reporting, containing, and eradicating incidents and breaches. The process includes activating the CERT team and following defined processes up to and after resolution.

The Incident Response Policy includes the process to be followed in the event that an incident is identified and reported. The incident response process includes triage, containment, mitigation, investigation, remediation, recovery, and post-incident follow up.

Additionally, the Security Incident Response Policy outlines requirements, policy statements, and initial processes for reporting and responding to security events. The policy describes reporting processes and guidelines as well as CERT team roles and responsibilities. The policy also includes the data flow process for how to respond to incidents.

The Crisis Management team has been established to handle notice of breaches, and incidents are provided to the parties impacted by the breach. Slack is used for communicating issues and alerts between teams. PayByPhone uses Datadog

dashboards to centralize and aggregate logs and alerts from different systems. The dashboards are also used to initiate and alert the Incident Response team when needed.

Data Backup and Recovery

PayByPhone has established a business continuity plan to maintain or restore operations and ensure availability of information at the required level and in the required time scales following interruption to, or failure of, critical business processes. The Disaster Recovery (DR) & Business Continuity (BCP) Plan addresses the organization's business continuity and disaster recovery efforts. Recovery point and time objectives (RPO/RTOs) are defined within the plan as well as the following topics:

- Plan purpose and scope
- Plan objectives
- Incident Coordinator and Recovery team responsibilities
- Disaster scenario basics
- Disaster Situation – Initial Response Procedures
- Incident Command Centre
- Service recovery priorities and responsibilities
- Disaster recovery plan validation

The Disaster Recovery (DR) & Business Continuity (BCP) Plan is updated and tested yearly to assess the current state of the organization and its ability to restore operations in any given scenario.

In addition, the Data Protection Policy addresses the organization's responsibility for compliance in relation to data protection. The policy includes requirements for appointing a data protection officer and establishing an appropriate risk and data protection impact assessment.

The Data Backup Policies document describes the organization's daily, weekly, and monthly backup and recovery plans. Daily backups are retained for five weeks, and weekly and monthly backups are retained for three months. Requirements are also in place for ensuring that backups are encrypted. Backups are encrypted and redundantly stored in different availability zones. Encryption and multi-zone backups are enabled for the organization's three RDS databases. Encryption and delete protection is enabled for the DynamoDB database.

System Account Management

Multiple controls have been implemented to regulate and manage all system accounts connected to PayByPhone's systems. The Account Creation Steps document includes the organization's procedures for user account creation. The document details general user access as well as group memberships for specific roles and regions. Users are provided a unique ID during onboarding to restrict access to only what is needed for the user to complete their role. Processes for testing account and application access as well as access removals are also documented.

The Password Security & Access Management Policy includes procedures for securing passwords and identity management for users. Policy statements for vendor defaults,

identification management, user authentication management, authentication process communication, prohibited shared IDs, and authentication mechanisms are included in the policy.

A 14-character minimum is required for securing passwords used to access the the PBP Admin Portal; a 30-minute account lockout occurs after six invalid login attempts. The following password parameters for Entra ID and AD are enforced:

- Password complexity
- 12-character minimum
- Last 10 passwords remembered

For the PBP Admin Portal, Entra ID, and AD, users can reset passwords via a self-service option. Regarding remote access, Entra ID is used for single sign-on (SSO) to the AWS environment. Users are required to use strong passwords and multi-factor authentication (MFA) for secure system access.

For terminations, logical and physical access must be immediately revoked and disabled upon notification of termination. Company-owned equipment must also be returned upon termination.

Vendor Management

PayByPhone consistently evaluates, selects, engages, and manages its critical vendors to ensure compliance with PayByPhone's security requirements. The IT Security Policy includes procedures for ensuring that current and potential IT vendors are evaluated, selected, engaged, and managed consistently based on cost effectiveness, functionality and service risk, financial viability, and performance. Appropriate due diligence activities must be conducted to evaluate potential critical IT vendors upon engagement. The organization continues to monitor third-party service delivery once working together. The Purchasing Manager and the Security team are responsible for reviewing vendors. PCI DSS Attestations of Compliance (AOCs) and other external compliance reports are collected and reviewed as part of the annual due diligence process for critical vendors.

Additionally, standard terms and conditions are communicated in vendor agreements, which also include statements for protecting the confidentiality and integrity of data. Non-disclosure agreements (NDAs) are in place for all third parties who have access to PayByPhone's critical data.

Risk Assessment Process

PayByPhone has a formal, documented risk assessment policy that is reviewed and updated annually or upon significant changes. The policy includes requirements for conducting risk assessments and targeted risk analysis (TRA) reviews based on the PCI 4.0 requirement. Risk assessments are conducted at least quarterly to identify critical assets that require protection. Risks are tracked in the risk register, and risks are ranked based on classification. Upon completion, a quarterly risk assessment report is provided to the board for review. Monthly risk meetings are also conducted to review new risks.

Information and Communication Systems

The IT Security Policy is maintained by PayByPhone to communicate all information security practices expected to be upheld by its employees. The policy includes a roadmap for implementing security measures to protect the confidentiality, integrity, and availability of the internal network and systems. The policy is reviewed at least annually and is compliant with all applicable national laws and regulations, as well as contractual obligations. The policy includes all necessary topics. The policy is provided to all employees upon hire and required to be acknowledged. The policy is made available to all personnel via Confluence.

Regarding privacy, the organization's Cookies Policy, the Privacy Policy, and the Terms & Conditions are published on the website for end users to review. Users are responsible for entering their own information into the PayByPhone application. Users are also able to correct any inaccurate information in the application.

Monitoring Controls

Multiple monitoring controls are performed by PayByPhone management to regulate the security, availability, confidentiality, and processing integrity of the PayByPhone company environment and to ensure operational quality and control throughout the organization.

The organization uses Datadog to monitor services, and metrics from Datadog dashboards are used to follow trends and make decisions based on quantitative analytics. Systems are monitored in real-time, and alerts are sent using Opsgenie to on-call team members.

Additionally, the Quarterly Internal Controls Review document defines quarterly internal controls. The Security Management team is responsible for confirming that security policies and procedures are being followed. Quarterly internal controls tickets are created and used to track the following:

- Daily log reviews
- Configuration reviews for network security controls
- Application of configuration standards to new systems
- Response to security alerts
- Change management processes

The organization also completes annual SOC 2 Type II, SOC 2 Privacy, and PCI DSS ROC audits to ensure compliance with framework requirements and function of PayByPhone's internal control environment. The organization engages with an independent third party to complete the annual audits.

Changes to the System During the Period

There were no changes that are likely to affect report users' understanding of the payment processing services system during the period from November 1, 2023, through October 31, 2024.

Complementary User-Entity Controls

PayByPhone's services are designed with the assumption that certain controls are implemented by user organizations. In certain situations, the application of specific controls at the user organization is necessary to achieve control objectives included in this report. PayByPhone's management makes control recommendations to user organizations and provides the means to implement these controls in many instances. PayByPhone also provides best practice guidance to clients regarding control elements outside the sphere of PayByPhone responsibility.

This section describes additional controls that should be in operation at user organizations to complement the PayByPhone controls. Client Consideration recommendations include:

- User organizations should implement sound and consistent internal controls regarding general IT system access and system usage appropriateness for all internal user organization components associated with PayByPhone.
- User organizations should practice removal of user accounts for any users who have been terminated and were previously involved in any material functions or activities associated with PayByPhone's services.
- Transactions for user organizations relating to PayByPhone's services should be appropriately authorized, and transactions should be secure, timely, and complete.
- For user organizations sending data to PayByPhone, data should be protected by appropriate methods to ensure confidentiality, privacy, integrity, availability, and non-repudiation.
- User organizations should implement controls requiring additional approval procedures for critical transactions relating to PayByPhone's services.
- User organizations should report to PayByPhone in a timely manner any material changes to their overall control environment that may adversely affect services being performed by PayByPhone.
- User organizations are responsible for notifying PayByPhone in a timely manner of any changes to personnel directly involved with services performed by PayByPhone. These personnel may be involved in financial, technical, or ancillary administrative functions directly associated with services provided by PayByPhone.
- User organizations are responsible for adhering to the terms and conditions stated within their contracts with PayByPhone.

- User organizations are responsible for developing, and if necessary, implementing a business continuity and disaster recovery plan (BCDRP) that will aid in the continuation of services provided by PayByPhone.

The list of user organization control considerations presented above and those presented with certain specified control objectives do not represent a comprehensive set of all the controls that should be employed by user organizations. Other controls may be required at user organizations. Therefore, each client's system of internal controls must be evaluated in conjunction with the internal control structure described in this report.



Section IV:

Trust Services Categories, Criteria, Related Controls, and Tests of Controls

Applicable Trust Services Criteria Relevant to Security, Availability, Confidentiality, and Processing Integrity

Although the applicable trust services criteria and related controls are presented in section IV, "Trust Services Categories, Criteria, Related Controls, and Tests of Controls," they are an integral part of PayByPhone's system description throughout the period November 1, 2023, to October 31, 2024.

Security

The trust services criteria relevant to security address the need for information and systems to be protected against unauthorized access, unauthorized disclosure of information, and damage to systems that could compromise the availability, integrity, confidentiality, and privacy of information or systems and affect the service organization's ability to achieve its service commitments and system requirements.

Security refers to the protection of

i. information during its collection or creation, use processing, transmission, and storage and

ii. systems that use electronic information to process, transmit or transfer, and store information to enable the achievement of PayByPhone's service commitments and system requirements. Controls over security prevent or detect the breakdown and circumvention of segregation of duties, system failure, incorrect processing, theft or other unauthorized removal of information or system resources, misuse of software, and improper access to or use of, alteration, destruction, or disclosure of information.

Availability

The trust services criteria relevant to availability address the need for information and systems to be available for operation and use to achieve the service organization's service commitments and system requirements.

Availability refers to the accessibility of information used by PayByPhone's systems, as well as the products or services provided to its customers. While the availability objective does not address system functionality (the specific functions a system performs) or usability (the ability of users to apply system functions to the performance of specific tasks or problems), it does address whether systems include controls to support accessibility for operation, monitoring, and maintenance.

Processing Integrity

The trust services criteria relevant to processing integrity address the need for system processing to be complete, valid, accurate, timely, and authorized to achieve the service organization's service commitments and system requirements.

Processing integrity refers to the completeness, validity, accuracy, timeliness, and authorization of system processing. Processing integrity addresses whether systems achieve the aim or purpose for which they exist and whether they perform their intended functions in an unimpaired manner, free from error, delay, omission, and unauthorized or inadvertent manipulation.

Confidentiality

The trust services criteria relevant to confidentiality address the need for information designated as confidential to be protected to achieve the service organization's service commitments and system requirements.

Confidentiality addresses PayByPhone's ability to protect information designated as confidential from its collection or creation through its final disposition and removal from PayByPhone's control in accordance with management's objectives. Information is confidential if the custodian of the information is required to limit its access, use, and retention and restrict its disclosure to defined parties. Confidentiality requirements may be contained in laws or regulations or in contracts or agreements that contain commitments made to customers or others. The need for information to be confidential may arise for many different reasons.

Confidentiality is distinguished from privacy in that privacy applies only to personal information, whereas confidentiality applies to various types of sensitive information. In addition, the privacy objective addresses requirements regarding collection, use, retention, disclosure, and disposal of personal information. Confidential information may include personal information as well as other information, such as trade secrets and intellectual property.

Control Environment

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
CC1.1	The entity demonstrates a commitment to integrity and ethical values.		
CC1.1.1	The organization has established formal processes for hiring and onboarding employees.	Interviewed the People & Culture Generalist and discussed that the organization uses BambooHR and transitioned to using Workday in August 2024; job positions are published to LinkedIn and Indeed when a position becomes available; the organization maintains a formal process for hiring employees; interviews are conducted with candidates, and an offer letter is sent to the selected candidate; the selected candidate must then review and sign the offer letter before being provided a new-hire packet; the packet includes the Employee Handbook, payroll information, and benefits; new hires are required to sign a protection of corporate interest agreement during onboarding; HR is responsible for submitting a Jira ticket to IT to initiate the onboarding process; and IT is responsible for creating user accounts and provisioning access permissions Reviewed the Employment Agreement template and verified that the letter includes the new hire's job description, conflict of interest statement, and a confidentiality agreement Reviewed the PBP HR Onboarding Checklist and verified that the checklist is used to ensure that all steps are followed for new employee onboarding, set up, and	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		orientation Observed acknowledgements for a sample of 27 of 265 current employees and verified that all employees sampled signed the Protection of Corporate Interests Agreement Observed onboarding records for a sample of 4 of 31 employees hired during the audit period and verified that all new hires sampled completed the full recruitment and onboarding processes, which include undergoing a background check, signing an offer letter, and completing security awareness training	
CC1.1.2	Checklists are used to ensure that all steps of the termination process are completed accordingly.	Interviewed the People & Culture Generalist and discussed that the organization has established processes for performing involuntary and voluntary terminations; the offboarding process consists of an exit interview and revocation of logical and physical access Reviewed the BHR Offboarding Checklist and verified that the checklist is used to ensure that system access is removed, finance and HR processes are completed, and Payroll is notified Observed access permissions for a sample of 6 of 55 terminated employees and verified that access to the human resources information system (HRIS) system was disabled upon termination	No Relevant Exceptions Noted
CC1.1.3	The organization maintains the Global Organizational Handbook, which communicates PayByPhone's standards for conduct, integrity, and ethics.	Reviewed the Global Organizational Handbook and verified that the handbook contains a link to all standard policies, including the organization's standards for conduct, benefits, vision, and values	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		Reviewed the Protection of Corporate Interest Agreement and verified that it addresses the organization's standards for confidentiality, non-competition, and non-solicitation Observed the Confluence platform and verified that organizational handbooks and policies are maintained in the platform for employees to review	
CC1.2	The board of directors demonstrates independence from management and exercises oversight of the development and performance of internal control.		
CC1.2.1	A formal board of directors is established, and the board meets regularly to discuss and oversee business operations.	Interviewed the Information Security Lead; the Manager Security & Compliance; the Senior Technical Project Manager; and the Security Analyst and discussed that the organization maintains a board of directors that meets monthly to discuss operations; a tactical meetings is also conducted weekly; and the board consists of seven C- and VP-level employees Reviewed a board status report and verified that a report is provided to the board quarterly to communicate goals, changes, and actions since the last report; the report includes current top risks, remediations performed, and new risks Observed board meeting agendas and verified that the following topics are discussed during monthly board meetings: • Financial and business updates • Previous meeting topics • Board updates • Product insights • Technology team improvements • Miscellaneous items	No Relevant Exceptions Noted
CC1.3	Management establishes, with board oversight, structures, reporting lines, and appropriate authorities and responsibilities in the pursuit of objectives.		

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
CC1.3.1	The organization is structured as a traditional hierarchy, which is illustrated in organizational charts.	Interviewed the Information Security Lead; the Manager Security & Compliance; the Senior Technical Project Manager; and the Security Analyst and discussed that the organization maintains a top-down structure with C-level leaders report to the CEO and board of directors Observed the organizational charts and verified that the organization is structured as a top-down hierarchy with C-level leaders that report directly to the CEO and the board; the organization consists of the Finance, Technology, Security and Compliance, People and Culture, Product, and Clients Management teams.	No Relevant Exceptions Noted
CC1.4	The entity demonstrates a commitment to attract, develop, and retain competent individuals in alignment with objectives.		
CC1.4.1	Employees are required to undergo a thorough background check prior to onboarding.	Interviewed the People & Culture Generalist and discussed that Sterling is used to conduct background checks Reviewed the Background Check Policy and verified that employees must undergo a formal background check prior to onboarding; background checks are conducted to evaluate the following information for each candidate: • Name, address, and date of birth verification • Social Security number (SSN) and social insurance number (SIN) verification • Employment history • Education history • National and state/provincial criminal record check Observed onboarding records for a sample of 4 of 31 employees hired during the audit period and verified that all new hires sampled completed the full recruitment and onboarding processes, which	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		include undergoing a background check, signing an offer letter, and completing security awareness training	
CC1.4.2	Employees are required to complete security awareness trainings during onboarding, then annually thereafter.	Interviewed the Manager Security & Compliance and discussed that the organization maintains separate security awareness training modules for new and existing employees Reviewed the IT Security Policy and verified that it includes requirements for conducting security awareness training during onboarding, then annually thereafter Observed training records for a sample of 4 of 31 employees hired during the audit period and 27 of 265 current employees and verified that all employees sampled completed security awareness training during onboarding, then annually thereafter	No Relevant Exceptions Noted
CC1.5	The entity holds individuals accountable for their internal control responsibilities in the pursuit of objectives.		
CC1.5.1	Reviews are conducted mid-year and annually to evaluate employee performance.	Interviewed the People & Culture Generalist and discussed that mid-year and annual performance reviews are conducted, and a formal performance improvement plan process is in place Observed the BambooHR system and verified that mid-year and annual performance review results are documented and maintained in BambooHR	No Relevant Exceptions Noted

Communication and Information

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
CC2.1	The entity obtains or generates and uses relevant, quality information to support the functioning of internal control.		
CC2.1.1	The organization maintains data flow diagrams that illustrate the secure movement of sensitive data throughout the network environment.	Observed the PayByPhone Sensitive & PCI Data Flow Overview and verified that illustrates the detailed data flow for sensitive- and PCI-related data; the overview includes the data fields that are received for payment processing as well as the steps for how data flows from when the driver enters the data into the application to the different payment gateways	No Relevant Exceptions Noted
CC2.2	The entity internally communicates information, including objectives and responsibilities for internal control, necessary to support the functioning of internal control.		
CC2.2.1	The organization communicates objectives and responsibilities related to incident handling and response using the Incident Response Plan.	Interviewed the Manager Security & Compliance and discussed that in the event that the organization maintains a formal incident response process, which includes activating the CERT team and following defined processes up to and after resolution Reviewed the Incident Response Policy and verified that it includes the process to be followed in the event that an incident is identified and reported; the incident response process includes triage, containment, mitigation, investigation, remediation, recovery, and post-incident follow up Reviewed the Security Incident Response Policy and verified that it outlines requirements, policy statements, and initial processes for reporting and responding to security events; the policy describes reporting processes and guidelines as well as CERT team roles and responsibilities; and the policy includes the data flow	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		process for how to respond to incidents Observed the Datadog dashboard and verified that dashboards are used to centralize and aggregate logs and alerts from different systems; the dashboards are also used to initiate and alert the Incident Response team when needed Observed Slack channel configurations and verified that Slack is used for communicating issues and alerts between teams	
CC2.2.2	Job descriptions are maintained to communicate role-specific responsibilities for critical positions.	Reviewed the following job descriptions and verified that the organization maintains job descriptions for critical roles; the descriptions include job responsibilities, qualifications, and methods for success in the role: • Chief Information Security Officer (CISO) & Senior Director, Reliability • Cloud Operations Developer • Database Administrator • Enterprise Architect (Consultant) • Manager, Software Development (B2C) • Manager, Software Development (Data & API) • Manager, Software Development (Data) • Principal Architect • Project Manager – Agile Coach Project Manager • QA Analyst – Intermediate • QA Analyst – Senior Lead • QA Analyst (Android) • QA Analyst (Payments) • Scrum Master • Systems Administrator (Corp IT) • Release and Reliability Lead • Security Analyst • Senior Cloud Operations Developer	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		• Systems Administrator (Platform Infrastructure) • Systems Analyst (Corp IT) • Manager, Security and IT Compliance Interviewed the Manager Security & Compliance and discussed that job descriptions are maintained to document responsibilities, skills, and qualifications for critical roles	
CC2.2.3	Management's tone and direction are communicated to employees via regular meetings and newsletters.	Interviewed the Information Security Lead; the Manager Security & Compliance; the Senior Technical Project Manager; and the Security Analyst and discussed that leaders communicate board meeting results to their teams via email, Slack, and Confluence; additional meetings conducted include monthly business update meetings, all-hands meetings, and weekly development and product news emails Observed the weekly newsletter and verified that weekly newsletters are sent to the Product and Technology teams with attachments and updates from the Business, Product, Technology, and People teams; the newsletter provides sales and financial updates as well as information on platform changes Observed calendar invites and verified that monthly all-staff meetings are conducted to review information from the board as well as Business and Product team updates Observed monthly business update presentations and recordings and verified that quarterly townhalls are recorded and stored to help employees stay up to date on details of business operations, progress with company OKRs, and opportunities to learn from business leaders	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
CC2.3	The entity communicates with external parties regarding matters affecting the functioning of internal control.		
CC2.3.1	The organization notifies affected external parties of relevant incidents in accordance with the incident response policies and procedures.	Interviewed the Manager Security & Compliance and discussed that in the event that the organization maintains a formal incident response process, which includes activating the CERT team and following defined processes up to and after resolution Reviewed the Incident Response Policy and verified that it includes the process to be followed in the event that an incident is identified and reported; the incident response process includes triage, containment, mitigation, investigation, remediation, recovery, and post-incident follow up Reviewed the Security Incident Response Policy and verified that it outlines requirements, policy statements, and initial processes for reporting and responding to security events; the policy describes reporting processes and guidelines as well as CERT team roles and responsibilities; and the policy includes the data flow process for how to respond to incidents Observed the Datadog dashboard and verified that dashboards are used to centralize and aggregate logs and alerts from different systems; the dashboards are also used to initiate and alert the Incident Response team when needed Observed Slack channel configurations and verified that Slack is used for communicating issues and alerts between teams	No Relevant Exceptions Noted
CC2.3.2	The Crisis Management team is responsible for reviewing and managing reported breaches and incidents.	Interviewed the Director, Security & IT Compliance and discussed that the Crisis Management team has been established to handle	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		notice of breaches, and incidents are provided to the parties impacted by the breach Reviewed the Crisis Communication Plan Guideline and verified that guidelines have been provided for the Crisis Management team Observed the organization's status site and verified that PayByPhone maintains a public-facing website that clients can use to check the current status of their system	
CC2.3.3	Tickets are used to document and track client support activities.	Interviewed the Manager Security & Compliance and discussed that client change tickets are documented in Salesforce; change tickets are created for tracking, and emails are used to communicate request closures Observed an example support ticket and verified that Salesforce is used to track and manage client support tickets	No Relevant Exceptions Noted
CC2.3.4	Master services agreements (MSAs) are executed with clients to communicate contractual commitments and obligations.	Observed executed contracts and verified that clients are required to sign an MSA upon engagement; the MSA contains contractual obligations such as data protection and information sharing requirements	No Relevant Exceptions Noted

Risk Assessment

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
CC3.1	The entity specifies objectives with sufficient clarity to enable the identification and assessment of risks relating to objectives.		
CC3.1.1	The organization develops and provides its services in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA), the European Union General Data Protection Regulation (EU GDPR), and the California Consumer Protection Act (CCPA).	Interviewed the Manager Security & Compliance; the Senior Technical Project Manager; the Security Analyst; and the Information Security Lead and discussed that the organization complies with applicable privacy laws, including PIPEDA, EU GDPR, UK GDPR, and CCPA Reviewed the Compliance Requirements Overview and verified that the organization adheres to PCI DSS, GDPR, and SOC 2 requirements when developing and providing its services; the document provides a detailed mapping for framework requirements as well as how the requirements relate to the following domains: • Access control • Human resources • Risk management • Security policy • Organization of information security • Compliance • Asset management • Physical and environmental security • Communications and operations management • Information systems acquisition • Security incident management • Business continuity management • Privacy practices	No Relevant Exceptions Noted
CC3.1.2	The organization conducts an annual risk assessment based on specified company objectives.	Interviewed the Manager Security & Compliance; the Senior Technical Project Manager; the Security Analyst; and the Information Security Lead and discussed that the organization maintains a formal risk	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		management process that focuses on IT assets and risks; risks are tracked in the risk register; risks are ranked based on classification; risk assessments are conducted at least quarterly to identify critical assets that require protection; a quarterly risk assessment report is provided to the board for review; monthly risk meetings are conducted to review new risks; the organization assesses the risk of fraud as part of the quarterly assessment Reviewed the Risk Assessment Policy and verified that the organization maintains a formalized procedure for conducting regular risk assessments to evaluate information assets and resources; requirements are in place for conducting quarterly risk assessments and targeted risk analysis (TRA) reviews based on the PCI 4.0 requirement Reviewed the Risk Register Report and verified that reports are generated from information within Jira Assets; risks are tracked based on risk ID, finding summary, risk category, responsible party, and risk rating Observed calendar invites and verified that monthly meetings are conducted to review open risks and to continually update the risk list	
CC3.2	The entity identifies risks to the achievement of its objectives across the entity and analyzes risks as a basis for determining how the risks should be managed.		
CC3.2.1	The organization's risk assessment identifies all corporate assets and potential threats to those assets and ranks risks based on likelihood and impact.	Interviewed the Manager Security & Compliance; the Senior Technical Project Manager; the Security Analyst; and the Information Security Lead and discussed that the organization maintains a formal risk management process that focuses on IT assets and risks; risks are	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		tracked in the risk register; risks are ranked based on classification; risk assessments are conducted at least quarterly to identify critical assets that require protection; a quarterly risk assessment report is provided to the board for review; monthly risk meetings are conducted to review new risks; the organization assesses the risk of fraud as part of the quarterly assessment Reviewed the Risk Assessment Policy and verified that the organization maintains a formalized procedure for conducting regular risk assessments to evaluate information assets and resources; requirements are in place for conducting quarterly risk assessments and TRA reviews based on the PCI 4.0 requirement Reviewed the Risk Register Report and verified that reports are generated from information within Jira Assets; risks are tracked based on risk ID, finding summary, risk category, responsible party, and risk rating Observed calendar invites and verified that monthly meetings are conducted to review open risks and to continually update the risk list	
CC3.3	The entity considers the potential for fraud in assessing risks to the achievement of objectives.		
CC3.3.1	Risks relating to fraud are assessed as part of the annual risk assessment.	Interviewed the Manager Security & Compliance; the Senior Technical Project Manager; the Security Analyst; and the Information Security Lead and discussed that the organization maintains a formal risk management process that focuses on IT assets and risks; risks are tracked in the risk register; risks are ranked based on classification; risk assessments are conducted at	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		least quarterly to identify critical assets that require protection; a quarterly risk assessment report is provided to the board for review; monthly risk meetings are conducted to review new risks; the organization assesses the risk of fraud as part of the quarterly assessment Reviewed the Risk Assessment Policy and verified that the organization maintains a formalized procedure for conducting regular risk assessments to evaluate information assets and resources; requirements are in place for conducting quarterly risk assessments and TRA reviews based on the PCI 4.0 requirement Reviewed the Risk Register Report and verified that reports are generated from information within Jira Assets; risks are tracked based on risk ID, finding summary, risk category, responsible party, and risk rating Observed calendar invites and verified that monthly meetings are conducted to review open risks and to continually update the risk list	
CC3.4	The entity identifies and assesses changes that could significantly impact the system of internal control.		
CC3.4.1	The organization performs a risk assessment following any significant changes to the environment.	Interviewed the Manager Security & Compliance; the Senior Technical Project Manager; the Security Analyst; and the Information Security Lead and discussed that the organization maintains a formal risk management process that focuses on IT assets and risks; risks are tracked in the risk register; risks are ranked based on classification; risk assessments are conducted at least quarterly to identify critical assets that require protection; a quarterly risk assessment report is	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		provided to the board for review; monthly risk meetings are conducted to review new risks; the organization assesses the risk of fraud as part of the quarterly assessment Reviewed the Risk Assessment Policy and verified that the organization maintains a formalized procedure for conducting regular risk assessments to evaluate information assets and resources; requirements are in place for conducting quarterly risk assessments and TRA reviews based on the PCI 4.0 requirement Reviewed the Risk Register Report and verified that reports are generated from information within Jira Assets; risks are tracked based on risk ID, finding summary, risk category, responsible party, and risk rating Observed calendar invites and verified that monthly meetings are conducted to review open risks and to continually update the risk list	

Monitoring Activities

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
CC4.1	The entity selects, develops, and performs ongoing and/or separate evaluations to ascertain whether the components of internal control are present and functioning.		
CC4.1.1	The organization undergoes annual SOC 2 Type II, SOC 2 Privacy, and PCI DSS ROC audits to ensure compliance with framework requirements and function of PayByPhone's internal control environment.	Interviewed the Manager Security & Compliance and discussed that the organization completes annual SOC 2 Type II, SOC 2 Privacy, and PCI DSS ROC audits Reviewed the 2023 PayByPhone SOC 2 Type II, 2023 PayByPhone SOC 2 Privacy, and 2023 PayByPhone PCI DSS ROC reports and verified that the organization engages with an independent third party to conduct annual SOC 2 and PCI DSS assessments	No Relevant Exceptions Noted
CC4.1.2	Risks are evaluated to determine the effectiveness of selected internal controls.	Interviewed the Manager Security & Compliance; the Senior Technical Project Manager; the Security Analyst; and the Information Security Lead and discussed that the organization maintains a formal risk management process that focuses on IT assets and risks; risks are tracked in the risk register; risks are ranked based on classification; risk assessments are conducted at least quarterly to identify critical assets that require protection; a quarterly risk assessment report is provided to the board for review; monthly risk meetings are conducted to review new risks; the organization assesses the risk of fraud as part of the quarterly assessment Reviewed the Risk Assessment Policy and verified that the organization maintains a formalized procedure for conducting regular risk assessments to evaluate information assets and resources; requirements are in place for conducting quarterly risk	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		assessments and TRA reviews based on the PCI 4.0 requirement Reviewed the Risk Register Report and verified that reports are generated from information within Jira Assets; risks are tracked based on risk ID, finding summary, risk category, responsible party, and risk rating Observed calendar invites and verified that monthly meetings are conducted to review open risks and to continually update the risk list	
CC4.2	The entity evaluates and communicates internal control deficiencies in a timely manner to those parties responsible for taking corrective action, including senior management and the board of directors, as appropriate.		
CC4.2.1	Regular meetings are held with executive management to discuss risk rankings and mitigation strategies.	Interviewed the Manager Security & Compliance; the Senior Technical Project Manager; the Security Analyst; and the Information Security Lead and discussed that the organization maintains a formal risk management process that focuses on IT assets and risks; risks are tracked in the risk register; risks are ranked based on classification; risk assessments are conducted at least quarterly to identify critical assets that require protection; a quarterly risk assessment report is provided to the board for review; monthly risk meetings are conducted to review new risks; the organization assesses the risk of fraud as part of the quarterly assessment Reviewed the Risk Assessment Policy and verified that the organization maintains a formalized procedure for conducting regular risk assessments to evaluate information assets and resources; requirements are in place for conducting quarterly risk assessments and TRA reviews based on the PCI 4.0 requirement	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		Reviewed the Risk Register Report and verified that reports are generated from information within Jira Assets; risks are tracked based on risk ID, finding summary, risk category, responsible party, and risk rating Observed calendar invites and verified that monthly meetings are conducted to review open risks and to continually update the risk list	
CC4.2.2	The organization conducts quarterly internal control reviews.	Interviewed the Information Security Lead; the Manager Security & Compliance; the Senior Technical Project Manager; and the Security Analyst and discussed that the organization uses Datadog dashboards to provide key performance indicators (KPIs), including statistics, trending information for daily transactions, and related performance information Reviewed the Quarterly Internal Controls Review document and verified that the document defines quarterly internal controls; the Security Management team is responsible for confirming that security policies and procedures are being followed Observed quarterly internal control review results and verified that reviews were completed quarterly to evaluate the organization's internal controls Observed a quarterly internal controls ticket and verified that the ticket is used to track the following: • Daily log reviews • Configuration reviews for network security controls • Application of configuration standards to new systems • Response to security alerts	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		• Change management processes Observed the Jira platform and verified that ideas and future projects are monitored in Jira	
CC4.2.3	Datadog dashboards are used to monitor key performance metrics.	Interviewed the Information Security Lead; the Manager Security & Compliance; the Senior Technical Project Manager; and the Security Analyst and discussed that the organization uses Datadog to monitor services; metrics from the dashboards are used to follow trends and make decisions based on quantitative analytics; and systems are monitored in real-time, and alerts are sent using Opsgenie to on-call team members Observed Datadog dashboards and verified that the dashboards are used to provide information related to daily transactions, successful orders, declined orders, latency, error counts, and trending information	No Relevant Exceptions Noted

Control Activities

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
CC5.1	The entity selects and develops control activities that contribute to the mitigation of risks to the achievement of objectives to acceptable levels.		
CC5.1.1	The organization maintains a formal software development lifecycle (SDLC) process based on the Agile methodology.	Interviewed the Information Security Lead; the CISO; the Manager Security & Compliance; the Senior Technical Project Manager; the Software Architect; the Manager, Platform Infrastructure Operations; the Senior Software Developer; the Security Analyst; the Manager, Software Development (Corporate Accounts); the Senior Software Developer; and the Software Developer and discussed that the organization's SDLC follows the Agile methodology with planning and modifying sprints, which are deployed daily via continuous deployment; software development processes are based on secure coding guidelines for the.Net framework; SCRUM, Kanban, and SCRUMban are used; progress of work is tracked in Jira; weekly grooming meetings and daily standups are conducted to discuss development processes; quarterly meetings are conducted with the CTO and the Senior Leadership team to discuss and prioritize projects; quarterly sprint planning meetings are conducted for corporate accounts; standard sprint meetings are conducted weekly; and hotfixes are merged in the current sprint if needed Reviewed the Software Development Policy and verified that the policy describes the software development process to enforce consistent and controlled development and modification of internal software and system applications; the organization must ensure that applications are not vulnerable to injection flaws, buffer overflow, cryptographic	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		storage, insecure communications, improper error handling, and high vulnerabilities via internal code reviews; the policy includes requirements for using an automated technical solution to detect and prevent web-based attacks Reviewed the Workflow Stages document and verified that it describes the methodology, processes, and steps for each stage of the SDLC Reviewed the Delivery Handbook and verified that the handbook describes the organization's SDLC workflow, which includes the idea, discover, shape, build, launch, and complete stages Observed the Confluence platform and verified that the organization's SDLC documentation and workflows are published to Confluence for users to review Observed the product Kanban board and verified that the board is used to identify and categorize projects Observed the Corporate Account Project Backlog and verified that projects are assigned to developers to begin development; Jira is used to track projects and their progress Observed Microsoft Outlook calendars and verified that the organization conducts weekly group pre-grooming meetings as well as weekly grooming meetings; sprint review meetings and retrospectives are also conducted weekly	
CC5.1.2	Developers are required to complete regular development and coding trainings.	Interviewed the Information Security Lead; the CISO; the Manager Security & Compliance; the Senior Technical Project	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		Manager; the Software Architect; the Manager, Platform Infrastructure Operations; the Senior Software Developer; the Security Analyst; the Manager, Software Development (Corporate Accounts); the Senior Software Developer; and the Software Developer and discussed that annual secure coding training is provided regularly to ensure that developers are updated on OWASP Top 10 standards Reviewed the Inspired eLearning, LLC – OWASP document and verified that OWASP training is provided to all development personnel; the training addresses security coding and development best practices Observed completion certificates for a sample of 3 of 84 developers and verified that all developers sampled completed the OWASP Top 10 Web Application Vulnerability training course Observed training records for developers and verified that all developers completed the 2024 OWASP training module Observed use of LinkedIn Learning and verified that the organization uses Corpay to provide developer security code training via LinkedIn Learning	
CC5.2	The entity also selects and develops general control activities over technology to support the achievement of objectives.		
CC5.2.1	The IT Security Policy is established to communicate key security responsibilities and activities.	Reviewed the IT Security Policy and verified that the policy includes a roadmap for implementing security measures to protect the confidentiality, integrity, and availability of the internal network and systems; the policy is reviewed and updated at least annually; employees are required to review and acknowledge their understanding	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		of the policy annually Interviewed the Manager Security & Compliance, the Information Security Lead, and the Security Analyst and discussed that the Security team is responsible for developing and updating the IT Security Policy at least annually; policy changes must be approved by management prior to publication; employees are required to review and acknowledge their understanding of the policy during onboarding, then annually thereafter Observed the Confluence platform and verified that the IT Security Policy is published to the platform for users to review and acknowledge	
CC5.3	The entity deploys control activities through policies that establish what is expected and in procedures that put policies into action.		
CC5.3.1	Requirements are in place for reviewing and updating security policies at least annually.	Interviewed the Information Security Lead; the Manager Security & Compliance; the Senior Technical Project Manager; and the Security Analyst and discussed that security policies are reviewed and updated at least annually; policies are published to Confluence for employees to review Observed the Confluence platform and verified that the IT Security Policy is published to the platform for users to review and acknowledge	No Relevant Exceptions Noted

Logical and Physical Access Controls

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
CC6.1	The entity implements logical access security software, infrastructure, and architectures over protected information assets to protect them from security events to meet the entity's objectives.		
CC6.1.1	The Code Reviews document addresses the organization's procedures for managing source code.	Interviewed the Information Security Lead; the CISO; the Manager Security & Compliance; the Senior Technical Project Manager; the Software Architect; the Manager, Platform Infrastructure Operations; the Senior Software Developer; the Security Analyst; the Manager, Software Development (Corporate Accounts); the Senior Software Developer; and the Software Developer and discussed that prior to deployment, the organization tests code through peer programming, manual code reviews, and through use of automated testing and scanning tools such as Tenable; source code is stored in GitLab, which is connection the AD for access; and Amazon Inspector and Tenable are used for post-deployment activities, including ASV scans Reviewed the Code Reviews document and verified that it includes the process for conducting code reviews as well as coding best practices; the document also addresses how to discover code defects	No Relevant Exceptions Noted
CC6.1.2	The organization maintains procedures for managing and securing encryption keys.	Interviewed the Information Security Lead; the CISO; the Manager Security & Compliance; the Senior Technical Project Manager; the Software Architect; the Manager, Platform Infrastructure Operations; the Senior Software Developer; the Security Analyst; the Manager, Software Development (Corporate Accounts); the Senior Software Developer; and the Software Developer and discussed that	No Relevant Exceptions Noted

		encryption key management for the CDE is maintained within AWS KMS Reviewed the Data Encryption Policy and verified that data with different classification levels must be encrypted with different keys Reviewed the Cardholder Data Encryption Policy and verified that only KMS Customer Managed Keys (CMKs) are approved to encrypt cardholder data (CHD); CMKs used to encrypt CHD are stored in an AWS account that is separate from where CHD is stored	
CC6.1.3	Users are assigned a unique ID during onboarding.	Interviewed the Security Analyst, the Manager Security & Compliance, and the Information Security Lead and discussed that users are provided a unique ID during onboarding to restrict access to only what is needed for the user to complete their role Reviewed the Account Creation Steps document and verified that the document includes the organization's procedures for user account creation; the document details general user access as well as group memberships for specific roles and regions; and processes for testing account and application access as well as access removals are also documented	No Relevant Exceptions Noted
CC6.1.4	The organization publishes its privacy commitments on the corporate website.	Observed the PayByPhone application and verified that users are responsible for entering their own information into the PayByPhone application; users are also able to correct any inaccurate information in the application Observed the phone and web-based application registration processes and verified that the end user is provided access to the Terms & Conditions, Privacy Policy, and Cookies Policy Observed the organization's public-facing website and verified that the	No Relevant Exceptions Noted

		Cookies Policy, the Privacy Policy, and the Terms & Conditions are published on the website for end users to review	
CC6.2	Prior to issuing system credentials and granting system access, the entity registers and authorizes new internal and external users whose access is administered by the entity. For those users whose access is administered by the entity, user system credentials are removed when user access is no longer authorized.		
CC6.2.1	The organization maintains procedures for registering and deregistering clients.	Interviewed the Manager Security & Compliance and discussed that the organization maintains a formal process for onboarding clients; users can request access to their personal information collected by PayByPhone Observed the organization's public-facing website and verified that users can request personal data via the website; the organization makes requested information available within 30 business days or provides written notice of an extension when additional time is required to fulfill the request Reviewed project checklists and verified that the organization maintains detailed checklists that are used to ensure that all required information is received by the Project Manager to initiate the implementation process Reviewed the Portal User Guide and verified that it is provided to clients for guidance on using the organization's services and accessing the PayByPhone portal Observed client termination notices and verified that clients must provide requests to terminate their services in writing	No Relevant Exceptions Noted
CC6.2.2	Formal settings and parameters are established for securing passwords used to access internal systems and applications.	Reviewed the Password Security & Access Management Policy and verified that it includes procedures for securing passwords and identity management for users; policy statements for vendor defaults, identification management, user authentication management,	No Relevant Exceptions Noted

		authentication process communication, prohibited shared IDs, and authentication mechanisms are included in the policy Observed the PBP Admin Portal password complexity requirements and verified that passwords must be complex and contain at least 14 characters Observed password settings for Entra ID and AD and verified that the following parameters are enforced: • Password complexity • 12-character minimum • Last 10 passwords remembered Observed the password reset process for the PBP Admin Portal, Entra ID, and AD and verified that users can reset passwords via a self-service option Observed the PBP Admin Portal account lockout settings and verified that a 30-minute account lockout occurs after six invalid login attempts	
CC6.2.3	The organization has established processes for provisioning access for new users.	Interviewed the Security Analyst, the Manager Security & Compliance, and the Information Security Lead and discussed that users are provided a unique ID during onboarding to restrict access to only what is needed for the user to complete their role Reviewed the Account Creation Steps document and verified that the document includes the organization's procedures for user account creation; the document details general user access as well as group memberships for specific roles and regions; and processes for testing account and application access as well as access removals are also documented	No Relevant Exceptions Noted

CC6.3	The entity authorizes, modifies, or removes access to data, software, functions, and other protected information assets based on roles, responsibilities, or the system design and changes, giving consideration to the concepts of least privilege and segregation of duties, to meet the entity's objectives.		
CC6.3.1	Access is granted to users based on the principle of least privilege.	Interviewed the Security Analyst, the Manager Security & Compliance, and the Information Security Lead and discussed that access is granted based on role ensuring that least privilege is enforced Reviewed the Account Creation Steps document and verified that the document includes the organization's procedures for user account creation; the document details general user access as well as group memberships for specific roles and regions; and processes for testing account and application access as well as access removals are also documented	No Relevant Exceptions Noted
CC6.4	The entity restricts physical access to facilities and protected information assets (for example, data center facilities, backup media storage, and other sensitive locations) to authorized personnel to meet the entity's objectives.		
CC6.4.1	The organization maintains procedures for managing visitors within the office environment.	Reviewed the Physical Security Policy and verified that physical access controls, including video monitoring systems and visitor access permissions, are established to secure office spaces Observed the organization's visitor procedures and verified that visitors are provided with a badge that must be worn while onsite Observed visitor logs and verified that the logs track the visitor's name, company, employee visiting, date, and time in and out; visitor logs are retained for at least one year	No Relevant Exceptions Noted
CC6.4.2	Cameras are installed throughout the office facility.	Reviewed the Physical Security Policy and verified that physical access controls, including video monitoring systems and visitor access permissions, are established to secure office spaces Observed the corporate office facility and verified that the facility	No Relevant Exceptions Noted

		is equipped with seven video cameras to monitor sensitive areas, including points of ingress and egress; footage is retained for 90 days	
CC6.4.3	The corporate facility is equipped with motion sensors and an alarm system.	Observed the corporate office facility and verified that the facility is equipped with an alarm system and motion sensors	No Relevant Exceptions Noted
CC6.4.4	An access control system and keycards are used to secure access to the corporate facility.	Reviewed the Physical Security Policy and verified that physical access controls, including video monitoring systems and visitor access permissions, are established to secure office spaces Interviewed the Manager Security & Compliance and discussed that employees are provided an access control keycard for access to the corporate facility Observed the corporate office facility and verified that the organization maintains an access control system to manage and restrict access to the facility; keycards are provided to employees for access to the facility; and zones are established to manage access to the environment	No Relevant Exceptions Noted
CC6.5	The entity discontinues logical and physical protections over physical assets only after the ability to read or recover data and software from those assets has been diminished and is no longer required to meet the entity's objectives.		
CC6.5.1	The organization has established formal policies that detail media disposal requirements and procedures.	Reviewed the IT Security Policy and verified that the policy addresses the organization's procedures for media disposal; the policy applies to hardcopy and electronic media used by the organization's information systems; stale payment data is purged after 19 months; paper bins must remain locked at all times; and documents must be destroyed by crosscut shredding, incineration, or pulpifying; and a certificate of destruction must be retained for the at least 12 months Reviewed the Media Destruction Policy and verified that the policy	No Relevant Exceptions Noted

		includes processes for protecting hardcopy and electronic media; shred bins are established within the office facility and must be locked; media must be destroyed by crosscut shredding, incineration, or pulpifying; and a certificate of destruction is provided to the organization upon disposal Interviewed the Manager Security & Compliance and discussed that paper shred bins are used to store documents prior to disposal Observed the mobile phone application and verified that the customer can review and delete their account from the application	
CC6.5.2	Logical and physical access is revoked upon notification of termination.	Observed access permissions for a sample of 6 of 55 terminated employees and verified that logical and physical access was revoked and disabled for all terminated employees sampled	No Relevant Exceptions Noted
CC6.6	The entity implements logical access security measures to protect against threats from sources outside its system boundaries.		
CC6.6.1	Multi-factor authentication (MFA) is required for remote access to internal systems.	Interviewed the Security Analyst, the Manager Security & Compliance, and the Information Security Lead and discussed that Entra ID is used for single sign-on (SSO) to the AWS environment; users are required to use strong passwords and MFA for secure system access Observed use of Entra ID and verified that the organization uses Entra ID for SSO to the AWS environment	No Relevant Exceptions Noted
CC6.7	The entity restricts the transmission, movement, and removal of information to authorized internal and external users and processes, and protects it during transmission, movement, or removal to meet the entity's objectives.		
CC6.7.1	The organization maintains logical and physical separation of its development, integration, quality assurance (QA), and production environments.	Interviewed the Information Security Lead; the CISO; the Manager Security & Compliance; the Senior Technical Project Manager; the Software Architect; the Manager, Platform Infrastructure Operations; the Senior Software Developer; the	No Relevant Exceptions Noted

		Security Analyst; the Manager, Software Development (Corporate Accounts); the Senior Software Developer; and the Software Developer and discussed that different AWS accounts are maintained for development, integration, QA, and production Reviewed the Software Development Policy and verified that the development, test, and production environments must be completely separated and secured based on industry-recognized standards Reviewed the AWS Access Assignments document and verified that the organization maintains role-based access for administrators and read-only access to each environments Reviewed the Production Firefighter Access document and verified that the organization maintains procedures for users to request firefighter access to production systems, which refers to the ability of authorized personnel to gain access to critical systems in the event of an emergency; AWS console access and network level access are the two types of production firefighter access Observed AWS system configurations and verified that all tenants are provisioned with four environments, including development, integration, QA, and production; development and integration services require proper authentication prior to access to the internet	
CC6.7.2	The organization encrypts all sensitive data in transit and at rest.	Reviewed the Data Encryption Policy and verified that it includes requirements for ensuring that all non-public data is encrypted in transit and at rest Reviewed the Cardholder Data Encryption Policy and verified that	No Relevant Exceptions Noted

		only KMS CMKs are approved to encrypt CHD; CMKs used to encrypt CHD are stored in an AWS account that is separate from where CHD is stored Observed the PCI High-Level Data Flow & Network Topology document and verified that it includes a detailed diagram of the infrastructure and services used within the AWS Cloud to support the organization's applications; API clients use TLS v1.2+ connections through AWS web application firewalls, load balancers, and firewalls to gain access to the parking payment application	
CC6.8	The entity implements controls to prevent or detect and act upon the introduction of unauthorized or malicious software to meet the entity's objectives.		
CC6.8.1	Requirements are in place for installing antivirus and anti-malware software on systems.	Interviewed the Director of Security Operations and discussed that antivirus software is configured and managed via Corpay; systems use Cisco secure endpoint protection, which monitors the behaviors of systems to identify malware and viruses Observed the Cisco secure endpoint dashboard and verified that systems and OS types are centrally managed and configured with the Cisco secure endpoint agent; agents are configured to quarantine, block, and protect systems based on the different types of malware or virus detected; event logs are retained for at least 30 days and are sent to the SIEM for long-term storage for at least one year	No Relevant Exceptions Noted

System Operations

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
CC7.1	To meet its objectives, the entity uses detection and monitoring procedures to identify (1) changes to configurations that result in the introduction of new vulnerabilities, and (2) susceptibilities to newly discovered vulnerabilities.		
CC7.1.1	The organization conducts regular penetration tests and scans to identify potential vulnerabilities within the network environment.	Reviewed the IT Security Policy and verified that the policy includes processes and requirements for conducting external penetration testing and vulnerability scanning to protect the organization's environment; requirements are in place for conducting internal and external penetration testing annually and upon significant infrastructure and application changes; external vulnerability scans are conducted every three months; critical and high vulnerabilities must be remediated within one month of identification, and medium and low vulnerabilities are remediated within three months of identification Reviewed the Penetration Testing Methodology and verified that the organization maintains a formal process and related requirements for ensuring that penetration testing is conducted at least annually; test results are retained for two years Reviewed the Network Segmentation Testing Procedure and verified that the procedure is in place to demonstrate proper segmentation between the CDE and non-CDE AWS account VPCs as well as between non-production and production environment VPCs Reviewed segmentation test results and verified that connections from the different segments were unsuccessful when trying to connect to the protected segments	No Relevant Exceptions Noted

		Interviewed the Manager Security & Compliance and discussed that internal, external, and web application penetration tests are conducted at least annually or upon significant changes to the environment; segmentation testing is also conducted at least annually Observed the results of the web application security assessment and verified that the test was conducted during the audit period to evaluate the organization's web application environment and identify potential vulnerabilities; the goal of the assessment was to identify vulnerabilities from an outsider's perspective and from a developer's perspective; and retesting was conducted to confirm that all identified vulnerabilities were remediated upon identification	
CC7.2	The entity monitors system components and the operation of those components for anomalies that are indicative of malicious acts, natural disasters, and errors affecting the entity's ability to meet its objectives; anomalies are analyzed to determine whether they represent security events.		
CC7.2.1	Suspected incidents are reported to the helpdesk or IT personnel for analysis.	Interviewed the Manager Security & Compliance and discussed that in the event that the organization maintains a formal incident response process, which includes activating the CERT team and following defined processes up to and after resolution Reviewed the Incident Response Policy and verified that it includes the process to be followed in the event that an incident is identified and reported; the incident response process includes triage, containment, mitigation, investigation, remediation, recovery, and post-incident follow up Reviewed the Security Incident Response Policy and verified that it outlines requirements, policy statements, and initial processes	No Relevant Exceptions Noted

		for reporting and responding to security events; the policy describes reporting processes and guidelines as well as CERT team roles and responsibilities; and the policy includes the data flow process for how to respond to incidents Observed the Datadog dashboard and verified that dashboards are used to centralize and aggregate logs and alerts from different systems; the dashboards are also used to initiate and alert the Incident Response team when needed Observed Slack channel configurations and verified that Slack is used for communicating issues and alerts between teams	
CC7.2.2	The organization maintains channels and applications that are used to consistently monitor network activity.	Interviewed the Manager Security & Compliance and the Information Security Lead and discussed that the organization monitors systems and alerts teams through various channels and applications; Datadog is used to detect anomalies and initiate alerts to the Incident Response team, when necessary; within the AWS environment, CloudTrail is used for logging, and Security Hub is used for monitoring vulnerabilities and compliance; teams communicate via Slack channels; and alerts are sent using Opsgenie Observed use of Jira and verified that tickets are created in Jira to document and track security alerts	No Relevant Exceptions Noted
CC7.3	The entity evaluates security events to determine whether they could or have resulted in a failure of the entity to meet its objectives (security incidents) and, if so, takes actions to prevent or address such failures.		
CC7.3.1	Security incidents are analyzed to determine appropriate remediation and prevention activities.	Interviewed the Manager Security & Compliance and discussed that in the event that the organization maintains a formal incident response process, which includes activating the CERT team and	No Relevant Exceptions Noted

		following defined processes up to and after resolution Reviewed the Incident Response Policy and verified that it includes the process to be followed in the event that an incident is identified and reported; the incident response process includes triage, containment, mitigation, investigation, remediation, recovery, and post-incident follow up Reviewed the Security Incident Response Policy and verified that it outlines requirements, policy statements, and initial processes for reporting and responding to security events; the policy describes reporting processes and guidelines as well as CERT team roles and responsibilities; and the policy includes the data flow process for how to respond to incidents Observed the Datadog dashboard and verified that dashboards are used to centralize and aggregate logs and alerts from different systems; the dashboards are also used to initiate and alert the Incident Response team when needed Observed Slack channel configurations and verified that Slack is used for communicating issues and alerts between teams	
CC7.4	The entity responds to identified security incidents by executing a defined incident response program to understand, contain, remediate, and communicate security incidents, as appropriate.		
CC7.4.1	Incident response policies and procedures have been formally documented and implemented to define incident identification, reporting, containment, and remediation processes.	Interviewed the Manager Security & Compliance and discussed that in the event that the organization maintains a formal incident response process, which includes activating the CERT team and following defined processes up to and after resolution	No Relevant Exceptions Noted

		Reviewed the Incident Response Policy and verified that it includes the process to be followed in the event that an incident is identified and reported; the incident response process includes triage, containment, mitigation, investigation, remediation, recovery, and post-incident follow up Reviewed the Security Incident Response Policy and verified that it outlines requirements, policy statements, and initial processes for reporting and responding to security events; the policy describes reporting processes and guidelines as well as CERT team roles and responsibilities; and the policy includes the data flow process for how to respond to incidents Observed the Datadog dashboard and verified that dashboards are used to centralize and aggregate logs and alerts from different systems; the dashboards are also used to initiate and alert the Incident Response team when needed Observed Slack channel configurations and verified that Slack is used for communicating issues and alerts between teams	
CC7.5	The entity identifies, develops, and implements activities to recover from identified security incidents.		
CC7.5.1	The organization incorporates lessons learned from incident response activities into the incident response policies and procedures.	Interviewed the Manager Security & Compliance and discussed that in the event that the organization maintains a formal incident response process, which includes activating the CERT team and following defined processes up to and after resolution Reviewed the Incident Response Policy and verified that it includes the process to be followed in the event that an incident is identified and reported; the incident	No Relevant Exceptions Noted

		response process includes triage, containment, mitigation, investigation, remediation, recovery, and post-incident follow up Reviewed the Security Incident Response Policy and verified that it outlines requirements, policy statements, and initial processes for reporting and responding to security events; the policy describes reporting processes and guidelines as well as CERT team roles and responsibilities; and the policy includes the data flow process for how to respond to incidents Observed the Datadog dashboard and verified that dashboards are used to centralize and aggregate logs and alerts from different systems; the dashboards are also used to initiate and alert the Incident Response team when needed Observed Slack channel configurations and verified that Slack is used for communicating issues and alerts between teams	
CC7.5.2	The organization has established a formal patch management process.	Reviewed the Patching document and verified that it includes the organization's formal procedures for performing system patching Interviewed the Manager Security & Compliance and discussed that the organization maintains formal documentation of its patch management process	No Relevant Exceptions Noted

Change Management

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
CC8.1	The entity authorizes, designs, develops or acquires, configures, documents, tests, approves, and implements changes to infrastructure, data, software, and procedures to meet its objectives.		
CC8.1.1	The Software Development Policy addresses the organization's procedures for managing changes to the application environment.	Interviewed the Information Security Lead; the CISO; the Manager Security & Compliance; the Senior Technical Project Manager; the Software Architect; the Manager, Platform Infrastructure Operations; the Senior Software Developer; the Security Analyst; the Manager, Software Development (Corporate Accounts); the Senior Software Developer; and the Software Developer and discussed that Jira is used to track tickets for development changes and bug fixes Reviewed the Software Development Policy and verified that changes must be documented, approved, and communicated prior to implementation; change control procedures must include processes for rollback, prioritization, systems interaction, and application and system owners Reviewed the Change Management Policy and verified that the policy includes proper procedures for changes to information assets and the overall PayByPhone environment; processes are established for the following topics: • Change request documentation requirements • Change testing requirements • Change review and approval requirements • Change deployment requirements	No Relevant Exceptions Noted

		Observed tickets for a sample of 22 of 1,001 infrastructure and application changes and verified that all changes were formally documented and followed the change management review and approval process	
CC8.1.2	Tickets are used to manage and track network changes.	Interviewed the Manager Security & Compliance and the Security Analyst and discussed that the organization has established formal processes for managing system changes Reviewed the IT Security Policy and verified that the policy includes formal procedures for managing changes and modifications to information assets and the network environment; the following change management topics are addressed in the policy: • Change request documentation requirements • Change testing requirements • Change review and approval requirements • Change deployment requirements Observed 12 infrastructure and network change tickets and verified the Jira is used to track changes to the network environment	No Relevant Exceptions Noted
CC8.1.3	The IT Security Policy addresses the organization's hardening and configuration standards and practices.	Reviewed the IT Security Policy and verified that the policy addresses the use and management of system configurations; requirements are in place for mitigating risks against security threats, and procedures are in place to protect the confidentiality, integrity, and access for system users; the policy covers the removal of system defaults, and addresses vulnerabilities, hardening, and system segregation; and the organization uses industry-accepted system hardening	No Relevant Exceptions Noted

		standards from SANS, CIS, and NIST Interviewed the Manager Security & Compliance and the Security Analyst and discussed that the organization has established formal configuration and hardening standards; infrastructure-as-code is used as part of the change and application development processes; the Platform Infrastructure team is responsible for providing hardened and tested Terraform modules that are used when deploying the infrastructure-as-code; Security Hub is used to monitor CIS, SOC, and PCI compliance; workstations are configured and managed by Corpay Observed the PayByPhone wiki and verified that the organization's hardening and configuration standards as well as configuration policies and guides are published to the wiki for users to review	

Risk Mitigation

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
CC9.1	The entity identifies, selects, and develops risk mitigation activities for risks arising from potential business disruptions.		
CC9.1.1	Risk mitigation activities are identified based on the results of the annual risk assessment and are selected by executive management.	Interviewed the Manager Security & Compliance; the Senior Technical Project Manager; the Security Analyst; and the Information Security Lead and discussed that the organization maintains a formal risk management process that focuses on IT assets and risks; risks are tracked in the risk register; risks are ranked based on classification; risk assessments are conducted at least quarterly to identify critical assets that require protection; a quarterly risk assessment report is provided to the board for review; monthly risk meetings are conducted to review new risks; the organization assesses the risk of fraud as part of the quarterly assessment Reviewed the Risk Assessment Policy and verified that the organization maintains a formalized procedure for conducting regular risk assessments to evaluate information assets and resources; requirements are in place for conducting quarterly risk assessments and TRA reviews based on the PCI 4.0 requirement Reviewed the Risk Register Report and verified that reports are generated from information within Jira Assets; risks are tracked based on risk ID, finding summary, risk category, responsible party, and risk rating Observed calendar invites and verified that monthly meetings are conducted to review open risks and to continually update the risk list	No Relevant Exceptions Noted

CC9.2	The entity assesses and manages risks associated with vendors and business partners.		
CC9.2.1	Vendor and business partner risks are assessed during the annual risk assessment.	Interviewed the Manager Security & Compliance; the Senior Technical Project Manager; the Security Analyst; and the Information Security Lead and discussed that the organization maintains a formal risk management process that focuses on IT assets and risks; risks are tracked in the risk register; risks are ranked based on classification; risk assessments are conducted at least quarterly to identify critical assets that require protection; a quarterly risk assessment report is provided to the board for review; monthly risk meetings are conducted to review new risks; the organization assesses the risk of fraud as part of the quarterly assessment Reviewed the Risk Assessment Policy and verified that the organization maintains a formalized procedure for conducting regular risk assessments to evaluate information assets and resources; requirements are in place for conducting quarterly risk assessments and TRA reviews based on the PCI 4.0 requirement Reviewed the Risk Register Report and verified that reports are generated from information within Jira Assets; risks are tracked based on risk ID, finding summary, risk category, responsible party, and risk rating Observed calendar invites and verified that monthly meetings are conducted to review open risks and to continually update the risk list	No Relevant Exceptions Noted
CC9.2.2	The organization evaluates vendors upon engagement, then annually thereafter.	Reviewed the IT Security Policy and verified that the policy includes procedures for ensuring that current and potential IT	No Relevant Exceptions Noted

		vendors are evaluated, selected, engaged, and managed consistently based on cost effectiveness, functionality and service risk, financial viability, and performance; appropriate due diligence activities must be conducted to evaluate potential critical IT vendors upon engagement Interviewed the Manager Security & Compliance and discussed that the Purchasing Manager and the Security team are responsible for reviewing vendors; PCI DSS Attestations of Compliance (AOCs) and other external compliance reports are collected and reviewed as part of the annual due diligence process for critical vendors	
CC9.2.3	External parties are required to sign contractual agreements, including a non-disclosure agreement (NDA), upon onboarding.	Reviewed vendor NDAs and verified that NDAs are executed with vendors prior to engagement to communicate confidentiality and privacy commitments Observed executed vendor agreements and verified that standard terms and conditions are communicated in vendor agreements; the agreements also include statements for protecting the confidentiality and integrity of data	No Relevant Exceptions Noted

Additional Criteria for Availability

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
A1.1	The entity maintains, monitors, and evaluates current processing capacity and use of system components (infrastructure, data, and software) to manage capacity demand and to enable the implementation of additional capacity to help meet its objectives.		
A1.1.1	The organization maintains the Capacity Planning Worksheet, which is used to monitor system capacity.	Observed the Confluence platform and verified that quarterly sprint planning meetings are conducted, and minutes are stored on the Confluence platform for review; the meetings are conducted to discuss capacity planning and quarterly commitments Observed the Capacity Planning Worksheet and verified that the worksheet is used to plan out sprints and releasers for each calendar year	No Relevant Exceptions Noted
A1.1.2	The organization maintains formal processes for conducting regular data backups.	Reviewed the Data Protection Policy and verified that the policy addresses the organization's responsibility for compliance in relation to data protection; the policy includes requirements for appointing a data protection officer and establishing an appropriate risk and data protection impact assessment Reviewed the Data Backup Policies document and verified that it describes the organization's daily, weekly, and monthly backup and recovery plans; daily backups are retained for five weeks, and weekly and monthly backups are retained for three months; and backups must be encrypted Observed encryption settings and verified that encryption and multi-zone backups are enabled for the organization's three RDS databases Observed card store database encryption and tag settings and verified that encryption and delete	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		protection is enabled for the DynamoDB database Observed AWS backup configurations for the RDS and DynamoDB databases and verified that the databases are configured for automated daily, weekly, and monthly backups; backups are encrypted and redundantly stored in different availability zones Observed AWS backup log files and verified that AWS is configured for automated backup for the RDS and DynamoDB databases Observed test rates for the deletion and restoration of DynamoDB databases and verified that the organization performs successful test restorations for each database service	
A1.2	The entity authorizes, designs, develops or acquires, implements, operates, approves, maintains, and monitors environmental protections, software, data backup processes, and recovery infrastructure to meet its objectives.		
A1.2.1	The organization has established the Disaster Recovery (DR) & Business Continuity (BCP) Plan to ensure the availability of business operations in the event of an outage or disaster.	Interviewed the Manager Security & Compliance and discussed that core systems are software-as-a-service (SaaS) and cloud based; the organization maintains a documented business continuity and disaster recovery plan, which is reviewed, updated, and tested annually Reviewed the Disaster Recovery (DR) & Business Continuity (BCP) Plan and verified that the plan addresses the organization's business continuity and disaster recovery efforts; recovery point and time objectives (RPO/RTOs) are defined within the plan; and the following topics are included in the plan: • Plan purpose and scope Plan objectives • Incident Coordinator and Recovery team responsibilities	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		• Disaster scenario basics • Disaster Situation – Initial Response Procedures • Incident Command Centre • Service recovery priorities and responsibilities • Disaster recovery plan validation Reviewed the AWS Database Restoration Playbook and Testing Scenarios document and verified that the documented playbook includes different scenarios used for business continuity testing	
A1.2.2	The office facility is equipped with a fire detection system.	Observed the corporate office facility and verified that the facility is equipped with a fire detection system	No Relevant Exceptions Noted
A1.3	The entity tests recovery plan procedures supporting system recovery to meet its objectives.		
A1.3.1	The organization conducts annual tests of its business continuity and disaster recovery efforts.	Interviewed the Manager Security & Compliance and discussed that core systems are SaaS and cloud based; the organization maintains a documented business continuity and disaster recovery plan, which is reviewed, updated, and tested annually Reviewed the Disaster Recovery (DR) & Business Continuity (BCP) Plan and verified that the plan addresses the organization's business continuity and disaster recovery efforts; RPO/RTOs are defined within the plan; and the following topics are included in the plan: • Plan purpose and scope Plan objectives • Incident Coordinator and Recovery team responsibilities • Disaster scenario basics • Disaster Situation – Initial Response Procedures • Incident Command Centre • Service recovery priorities and responsibilities	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		• Disaster recovery plan validation Reviewed the AWS Database Restoration Playbook and Testing Scenarios document and verified that the documented playbook includes different scenarios used for business continuity testing	

Additional Criteria for Confidentiality

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
C1.1	The entity identifies and maintains confidential information to meet the entity's objectives related to confidentiality.		
C1.1.1	The organization classifies data as public, internal, confidential, and secret.	Reviewed the Data Classification & Guidance document and verified that the document how CHD and personally identifiable information (PII) are considered confidential and are at rest databases are encrypted, and sensitive PII and cardholder data (CHD) is encrypted at the field level Reviewed the Tagging Policy and verified that AWS tagging must be used to provide granular data about the AWS infrastructure; the policy includes a specific naming convention and procedures for tagging data as public, internal, confidential, and secret Observed the process of non-standard authorization of disclosures of personal data and verified that each request is documented in a ticket, reviewed, and determined whether the authorization is granted Observed the PBP Admin Portal and portal application and verified that cities, municipalities, and individual parking businesses can view personal data of the end user if they have used one of the parking facilities, lots, or spaces Observed the corporate website and verified that users are provided information regarding the sharing of personal data	No Relevant Exceptions Noted
C1.2	The entity disposes of confidential information to meet the entity's objectives related to confidentiality.		
C1.2.1	Procedures are in place for securely disposing of unneeded confidential media.	Reviewed the IT Security Policy and verified that the policy addresses the organization's procedures for media disposal; the policy applies to hardcopy and	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		electronic media used by the organization's information systems; stale payment data is purged after 19 months; paper bins must remain locked at all times; and documents must be destroyed by crosscut shredding, incineration, or pulpifying; and a certificate of destruction must be retained for the at least 12 months Reviewed the Media Destruction Policy and verified that the policy includes processes for protecting hardcopy and electronic media; shred bins are established within the office facility and must be locked; media must be destroyed by crosscut shredding, incineration, or pulpifying; and a certificate of destruction is provided to the organization upon disposal Interviewed the Manager Security & Compliance and discussed that paper shred bins are used to store documents prior to disposal Observed the mobile phone application and verified that the customer can review and delete their account from the application	

Additional Criteria for Processing Integrity

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
PI1.1	The entity obtains or generates, uses, and communicates relevant, quality information regarding the objectives related to processing, including definitions of data processed and product and service specifications, to support the use of products and services.		
PI1.1.1	Security tools and applications are used to monitor the network environment.	Reviewed the IT Security Policy and verified that the policy establishes consistent security logging and monitoring practices across company systems to assess information system controls, operations, and general security activities; time synchronization technology is used to synchronize critical system clocks; and the following audit trail entries are required for all system components for each event: • User identification • Type of event • Date • Time • Success or failure indication • Origination of event • Identity or name of impacted data, system component, or resource Reviewed the Security Log Review document and verified that it includes formal procedures and checklists for using security tools to conduct daily reviews of security logs and alerts Observed the organization's system monitoring processes and verified that the following systems are regularly monitored: • Amazon GuardDuty • Amazon Macie • Datadog WAF and application logs • Microsoft Purview Microsoft Entra ID Endpoint and email security	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		Reviewed the Daily Check Log document and verified that the organization conducts daily checks of multiple security systems; logs are stored in monthly files for archival and auditing	
PI1.2	The entity implements policies and procedures over system inputs, including controls over completeness and accuracy, to result in products, services, and reporting to meet the entity's objectives.		
PI1.2.1	The organization uses checklists to track client onboarding activities.	Interviewed the Manager Security & Compliance and discussed that the organization maintains a formal process for onboarding clients; users can request access to their personal information collected by PayByPhone Reviewed project checklists and verified that the organization maintains detailed checklists that are used to ensure that all required information is received by the Project Manager to initiate the implementation process Reviewed the Portal User Guide and verified that it is provided to clients for guidance on using the organization's services and accessing the PayByPhone portal	No Relevant Exceptions Noted
PI1.3	The entity implements policies and procedures over system processing to result in products, services, and reporting to meet the entity's objectives.		
PI1.3.1	The organization maintains channels for logging relevant service delivery events.	Interviewed the Manager Security & Compliance and the Information Security Lead and discussed that the organization monitors systems and alerts teams through various channels and applications; within the AWS environment, CloudTrail is used for logging, and Security Hub is used for monitoring vulnerabilities and compliance; teams communicate via Slack channels; and alerts are sent using Opsgenie Observed use of Jira and verified that tickets are created in Jira to document and track security alerts	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
PI1.4	The entity implements policies and procedures to make available or deliver output completely, accurately, and timely in accordance with specifications to meet the entity's objectives.		
PI1.4.1	The organization maintains user guides and checklists that clients can reference when using the organization's services.	Reviewed the Portal User Guide and verified that it is provided to clients for guidance on using the organization's services and accessing the PayByPhone portal Reviewed project checklists and verified that the organization maintains detailed checklists that are used to ensure that all required information is received by the Project Manager to initiate the implementation process	No Relevant Exceptions Noted
PI1.5	The entity implements policies and procedures to store inputs, items in processing, and outputs completely, accurately, and timely in accordance with system specifications to meet the entity's objectives.		
PI1.5.1	The organization maintains standards and procedures for classifying, handling, and retaining sensitive data.	Reviewed the Data Classification & Guidance document and verified that the document how CHD and PII are considered confidential and are at rest databases are encrypted, and sensitive PII and CHD is encrypted at the field level Reviewed the Tagging Policy and verified that AWS tagging must be used to provide granular data about the AWS infrastructure; the policy includes a specific naming convention and procedures for tagging data as public, internal, confidential, and secret Observed the process of non-standard authorization of disclosures of personal data and verified that each request is documented in a ticket, reviewed, and determined whether the authorization is granted Observed the PBP Admin Portal and portal application and verified that cities, municipalities, and individual parking businesses can view personal data of the end user if they have used one of the	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		parking facilities, lots, or spaces Observed the corporate website and verified that users are provided information regarding the sharing of personal data	

CITY OF FORT LAUDERDALE

EXHIBIT C

Solicitation Type: Request for Proposals
Solicitation Number: 418
Solicitation Title: Mobile Parking Payment Service
Vendor: PayByPhone
Initial Term: Two (2) years with three (3) one-year renewals

Date: 9/11/25

A term sheet is a summary of the negotiations containing the agreed upon key terms of an agreement. It serves as a template, references key points, and essentially lays the foundation for ensuring the pertinent aspects of the business transaction to avoid any misunderstanding and make it clear of the intent of both parties.

#	Key Term Description	Cite to Section/Clause of Solicitation, Proposal or Draft Agreement	Explanation/Agreed upon Term
1.	Transaction Fee	Pay by Phone's Proposal, Page 87	$0.35 (Fee to be paid by City to PayByPhone; City to charge convenience fee of $0.35 to consumer)
2.	Parking Fee	As determined by the City.	N/A
3.	SMS Reminder Fee (Optional, Opt-in)	Pay by Phone's Proposal, Page 87	$0.15 (Fee to be paid by consumer to PayByPhone)
4.	SMS Confirmation Fee (Optional, Opt-in)	Pay by Phone's Proposal, Page 87	$0.15 (Fee to be paid by consumer to PayByPhone)
5.	Favored Nation Clause	Term Agreed Upon	PayByPhone agrees that the pricing, terms, conditions offered to the City of Fort Lauderdale under this Agreement shall be no less favorable than the pricing, terms, and conditions PayByPhone offers for the same or substantially similar products or services to Comparable Customers (defined as municipal clients located in Florida whose population size or transaction volumes fall within a plus or minus 10% variance of the City of Fort Lauderdale's population size and transaction volumes). If PayByPhone offers more favorable pricing, terms, or conditions to a Comparable Customer, PayByPhone

[redacted]

			shall promptly notify the City of Fort Lauderdale in writing and apply such more favorable pricing, terms, or conditions to this Agreement as of the date they were made available to the relevant Comparable Customer. In the event PayByPhone fails to comply with this provision, PayByPhone shall promptly refund or credit the City of Fort Lauderdale the difference between the price paid and the more favorable price offered to the relevant Comparable Customer, retroactive to the date such pricing was made available. This clause applies to all pricing structures, including but not limited to list pricing, discounts, rebates, and bundled offers, for identical or substantially similar goods or services.
6.	Merchant of Record	Price and Term Agreed Upon, additional agreed terms presented on page 4 of this document	Pay by Phone will act as Merchant of Record (MOR) responsible for managing payments, PCI compliance refunds, and chargebacks. Usually, credit card companies have different payment processor fees. Each party will address sales tax on the fees it charges. The Payment Processing Fee:$0.32 per Transaction
7.	Rights and Rates Subscription Fee	Price and Term Agreed Upon	PayByPhone will provide City with the PayByPhone Rights & Rates service ("Rights & Rates") to allow City to control eligibility to park at City parking facilities and to assign special parking rules and prices to select segments of drivers. In this Agreement, a "Right" is the entitlement to start a parking session at a Parking Location and/or qualify for a specific rate/restriction. City is responsible for paying the Rights & Rates fees, for the number of City parking spaces as agreed upon between PayByPhone and City.

[redacted]

[redacted]

			Rights and Rates Monthly Subscription Fee: $299.

			payment processing fee it pays to PayByPhone.
8.	Replacement of Signs	Price and Term Agreed Upon	Pay by Phone will conduct an initial assessment to determine the number of signs to replace. These signs will be replaced at no cost to the City. Thereafter, Pay by Phone will provide an annual allowance to the City capped at $5,000 for sign replacement throughout the term of the agreement. Once the cap is exceeded, there will be a charge for each sign replacement after. The City is seeking a fixed replacement cost per sign from Pay By Phone.

The person below is authorized to bind the parties to the agreed upon key points and terms cited above to incorporate into an agreement.

City of Fort Lauderdale	Name of Firm: Pay By Phone
_____ Signature	Signed by: Teresa Trussell F1C9D99BDB4646B... Signature
_____ Print Name	Teresa Trussell Print Name
_____ Position/Title	President, PayByPhone US Position/Title

[redacted]

Merchant of Record pricing
Merchant of Record terms

City (i) agrees to designate PayByPhone as the merchant of record with respect to any fees paid by customers to City through the PayByPhone mobile payment service, including without limitation parking fees and convenience fees (if applicable) and (ii) acknowledges that all funds collected from customers through the PayByPhone mobile payment service under this Agreement will be sent by PayByPhone's acquirer to PayByPhone's licensed service provider, PayPal, Inc. ("PayPal") and that the City will be receiving any net funds calculated in accordance with this section from PayPal. City acknowledges that the delivery of services under this section by PayByPhone is subject to PayPal's terms and conditions and privacy policy attached as Exhibit to this Agreement, as amended from time to time, and agrees to provide all required information and otherwise cooperate with PayPal to enable PayPal to disburse funds to City as described in this section.

City hereby acknowledges and agrees that payment of parking fees and any convenience fees by customers to PayByPhone or its service providers pursuant to this Agreement shall be considered payment to City, satisfying and extinguishing any payment obligation of the customer to City as if the customer had paid to City directly. In the event that PayPal does not deliver payments of parking fees and any convenience fees to City, City's only recourse for payment shall be against PayByPhone and PayPal and not against a customer.

PayByPhone will, and will instruct its service providers accordingly, to retain the Transaction Fee and Payment Processing Fee, other agreed upon costs payable to PayByPhone and applicable taxes, all as described in Appendix A, and any applicable fees PayByPhone charges to the users, including without limitation PBP SMS Fee, and will remit net parking revenue and any convenience fees to City. Payment will be made in accordance with the instructions City provides to PayByPhone and PayPal (through PayByPhone or directly). PayByPhone shall provide the City with PayByPhone's standard monthly statements showing PayByPhone parking sessions, associated fees charged in accordance with Appendix A, including Payment Processing Fee and Transaction Fee, and any applicable fees PayByPhone charges to the users that are specifically described in this Agreement, including without limitation PBP SMS Fee.

PayByPhone retains the right, in its sole and absolute discretion, to discontinue as the merchant of record at any time, by giving written notice to the City at least ninety (90) days prior to the effective date of such cancellation. In such circumstance, PayByPhone will request that City supply its own merchant account to PayByPhone and PayByPhone will, at its sole expense, link one (1) City merchant account with PayByPhone's gateway provider.

Tabulation Of Bids

Event # : 418

Version: 4

Name: Mobile Parking Payment Service

Description: The City of Fort Lauderdale, Florida (The City) is seeking proposals from qualified, experienced and licensed Mobile Parking Payment Service providers (MPPs) hereinafter referred to as Contractor or Proposer to Design, Implement, Support, and Maintain a Secure, Web-based Mobile Parking Payment Service for The City in accordance with the Terms and Conditions, and Specifications contained in this Request for Proposals (RFP).

Open Date: 02/19/2025 02:00:00 PM **Close Date:** 04/09/2025 02:00:00 PM

Event Currency: USD

Supplier	Bid Amount
Arcadis US, Inc. 150 South Pine Island Road Suite 300 Plantation, FL 33324	0.25
ParkMobile, LLC 1100 Spring Street NW Suite 200 Atlanta, GA 30309	0.40
PayByPhone Technologies Inc. 6th Floor, 600 – 1290 Homer Street Vancouver, BC V6B 2Y5	0.35
HONK Mobile USA 90 Eglinton Ave E Toronto, ON M4P 2Y3	0.25

Items

Tabulation Of Bids For Event # 418: Mobile Parking Payment Service

Item: COST TO THE USER TO COMPLETE A T

Description: Mobile Parking Payment Service **Description 2:** Cost to the User to complete a transaction

Long Item Description: Cost to the User to complete a transaction: Clearly identify service cost to the customer associated with each transaction

Unit of Measure: LS **Quantity:** 1.0000

	Quantity	Unit Price	Extended Amount
Arcadis US, Inc.	1.0000	0.250	0.25
ParkMobile, LLC	1.0000	0.400	0.40
PayByPhone Technologies Inc.	1.0000	0.350	0.35
HONK Mobile USA	1.0000	0.250	0.25

FLORIDA DEPARTMENT of STATE DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Profit Corporation
PAYBYPHONE US INC.

Filing Information

Document Number	F24000002032
FEI/EIN Number	87-3652865
Date Filed	04/15/2024
State	DE
Status	ACTIVE

Principal Address

3280 Peachtree Road
Suite 2400
Atlanta, GA 30305

Changed: 01/29/2025

Mailing Address

600-1290 HOMER ST.
VANCOUVER, BC V6B 2Y5 CANADA, FL

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 03/04/2025

Address Changed: 03/04/2025

Officer/Director Detail

Name & Address

Title President

Trussell, Teresa
1290 Homer Street
Unit 600
Vancouver, British Columbia V6B 2Y5 CA

Title Treasurer

HAMILL, NICK
1290 Homer Street
Unit 600
Vancouver, British Columbia V6B 2Y5 CA

Title S

BOCHKARYOVA, OLGA
1290 Homer Street
Unit 600
Vancouver, British Columbia V6B 2Y5 CA

Annual Reports

Report Year	Filed Date
2025	01/29/2025

Document Images

03/04/2025 -- Reg. Agent Change	View image in PDF format
01/29/2025 -- ANNUAL REPORT	View image in PDF format
04/15/2024 -- Foreign Profit	View image in PDF format

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/2/2026

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
Inszone Insurance Services, LLC
2721 Citrus Road, Suite A
Rancho Cordova, CA 95742

License#: 0F82764

CONTACT NAME: Certificate Team
PHONE (A/C, No, Ext): 877-308-9663 **FAX (A/C, No):** 916-400-2625
E-MAIL ADDRESS: certs@inszoneins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Chubb Custom Insurance Company	38989
INSURER B : Harford Mutual Insurance Company	14141
INSURER C : AIG Property Casualty Company	19402
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
PAYBUSI-01
PayByPhone US Inc.
48 Wall Street, Suite 1100
New York, NY 10005

COVERAGES **CERTIFICATE NUMBER:** 413868993 **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:	Y		USCHBINDR	3/31/2026	3/31/2027	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 $ $ $ 2,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X Internationa			USCHBINDR	3/31/2026	3/31/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
A	**UMBRELLA LIAB** OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			USCHBINDR	3/31/2026	3/31/2027	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 20,000,000
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		57WECCB3E7E	3/31/2026	3/31/2027	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 C	Cyber Crime			CYBAIGBINDR CYBAIGBINDR	3/31/2026 3/31/2026	3/31/2027 3/31/2027	Aggregate Aggregate	10,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of New Smyrna Beach is included as additional insured in regards to general liability per endorsement to follow.

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Ave
New Smyrna Beach FL 32168

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

CONSIDER THE APPROVAL OF A REAL ESTATE PURCHASE AGREEMENT FOR TURNBULL CREEK CONSERVATION LANDS OWNED BY LINDA ELLISON MINTON.

April 14, 2026

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 properties are owned by Linda Ellison Minton and are located west of and in Turnbull Creek between State Road 44 and Jungle Road, see attached exhibits). The two properties are comprised of a total of 7.04 acres. Mrs. Minton has agreed to a combined purchase price of $750,000.00.

The city had two appraisals completed on each property. The first was from Heffington & Associates of Daytona Beach, Florida whose total appraisal is $733,000.00. The second appraisal was provided by Ronald Crouse of Edgewater, Florida whose total appraised value for the two parcels is $735,000.00. The average of the two appraisals is $734,000.00. This value is 2.1% below the $750,00.00 purchase price. The properties were identified as second and third priority for acquisition in the 2018 Turnbull Study report. Both properties were identified as first priority in 2020, 2021, and again in 2026. The City previously negotiated to purchase these properties in 2020 and in 2021 without successfully agreeing on a purchase price. Combined the properties connect the conservation properties previously purchased north of Jungle Road (Properties #57-#67), purchased on August 28, 2019, to conservation properties previously purchase south of State Road 44 (Properties #80 & #91), purchased on October 18, 2020, providing a city-owned wildlife corridor from Live Oak Drive to Pioneer Trail.

The City's Natural Resource Manager conducted an environmental assessment of the site and observed no indications that there is more than a low probability that Recognized Environmental Conditions are present. On March 10, two abandoned illegal camping sites were observed on Property #77, immediately north of the FDOT pond parcel. Public Works has removed the remnants of these camps from the property. The agreement

contains provisions that the sellers will pay for the required Title Insurance. The City has the ability to terminate the agreement should the title be unsatisfactory.

The purchase agreement also includes provisions requiring that a street be named after Mrs. Minton's brother, Sonny, and if the city ever constructs any public amenities on the properties that they will be named after her family, Z.B. Ellison. Staff has coordinated with the County's Mapping and Addressing Division to name an existing FDOT easement on Property #77 between State Road 44 and the FDOT pond parcel "Sonny Ellison Lane". Documentation was provided by the County on March 18, 2026, that the street has been added to the County's GIS data.

Findings:

1. The properties are located within the approved Turnbull Creek Study area.
2. The value of the appraisals are 2.1% lower than the proposed purchase price.
3. The properties have consistently been ranked as high priorities for acquisition.
4. The City previously attempted to purchase these properties in 2020 and again in 2021.
5. The properties connect conservation properties previously purchased with funds from the Turnbull bond referendum.
6. Acquisition of these properties will provide a city-owned wildlife corridor from Live Oak Drive to Pioneer Trail.
7. Public ownership of parcels on both sides of State Route 44 and Jungle Road at Turnbull Creek justifies installation of wildlife crossings when FDOT improves State Road 44 and when the County improved Jungle Road.
8. Staff recommends approval of the agreements and authorization for the City Manager to execute all documents necessary to effectuate the acquisition of the properties.

Staff recommends approval.

Fiscal Analysis:

The $750,000.00 purchase price will be paid from Turnbull Land Acquisition Bond Reserves. There currently exists approximately $5.46 million in cash reserves.

Strategic Plan Item:
Yes

Staff Report Created By: Ralph Miller - Natural Resource Manager

Attachments:

Exhibit 1 - Signed Purchase Agreement #69 & #77.pdf
Exhibit 2 - Location #69 & #77.pdf
Exhibit 3 - Aerial #69 & #77.pdf
Exhibit 4 - Appraisal #69 (Crouse).pdf
Exhibit 5 - Appraisal #69 (Heffington).pdf
Exhibit 6 - Appraisal #77 (Crouse).pdf
Exhibit 7 - Appraisal #77 (Heffington).pdf

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT entered into this 17th day of March, 2026, between Linda Ellison Minton, whose mailing address is 160 Temple Road, New Smyrna Beach, Florida 32168 ("Seller"), and **CITY OF NEW SMRYNA BEACH**, whose address is 210 Sams Avenue, New Smyrna Beach, Florida 32168, ("Buyer").

RECITALS

A. The addresses and telephone numbers of the parties to this Agreement are as follows:

SELLER

Linda Ellison Minton
160 Temple Road
New Smyrna Beach, FL 32168
Telephone: (386) 423-5214

BUYER:

City of New Smyrna Beach
Kevin A. Cowper, City Manager
210 Sams Avenue
New Smyrna Beach, FL 32168
Telephone: (386) 410-2600

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

Sharon Taylor-Harding, CMC, City Clerk
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168
Telephone: (386) 410-2631
Email: staylor-harding@cityofnsb.com

B. The property is more particularly described in Exhibit "A" attached hereto and incorporation herein by this reference (hereinafter referred to as 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 17th day of April, 2026, 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 Seven Hundred and Fifty Thousand dollars and 00/100 ($750,000) (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.

4. **Closing.** In the event Buyer does not terminate this Agreement as permitted herein, the Closing shall take place on or before April 30, 2026, at a time and place mutually agreeable to the parties. The closing agent shall be Coronado Law Group, PLLC, 221 N. Causeway, Ste. A, New Smyrna Beach, Florida 32169.

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, and;

b. an owner's affidavit attesting to the absence of mechanic's or materialmen's liens, 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;

vi. 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 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.** Buyer may survey the property as it deems necessary, at its sole expense. 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 Buyer's 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 may conduct any environmental and hazardous materials surveys as it deems necessary, at its sole expense. In the event that a 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.** 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. Reserved

11. **Additional Conditions.** Seller desires to have a road named after Sonny Ellison. The Buyer will apply to the County of Volusia to have a road so named. County approval of the road naming is a requirement for Closing. In addition, Buyer agrees that any public amenities or parks that are constructed on the Property shall be named after the Z.B. Ellison family. The property shall not be developed but for public amenities.

12. **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."

13. **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.

14. **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.

15. **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.

16. **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.

17. **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

By: Linda Ellison Minton

Witness

Date: March 18, 2026

BUYER:

_____
Witness

By: _____
Name: Kevin A. Cowper
Title: City Manager

Date: _____

_____
Witness

Approved as to form and legality

BY: _____

EXHIBIT "A'
LEGAL DESCRIPTION

Parcel ID Number: 734303000750

LOT 75 W OF E/L TURNBULL CREEK EXC W 140 FT OF N 140 FT S OF LOTS 77 & 78 & EXC PART IN CREEK W OF LOT 66 ELLISON ACRES NO 3 MB 23 PG 84 PER OR 2601 PG 0198

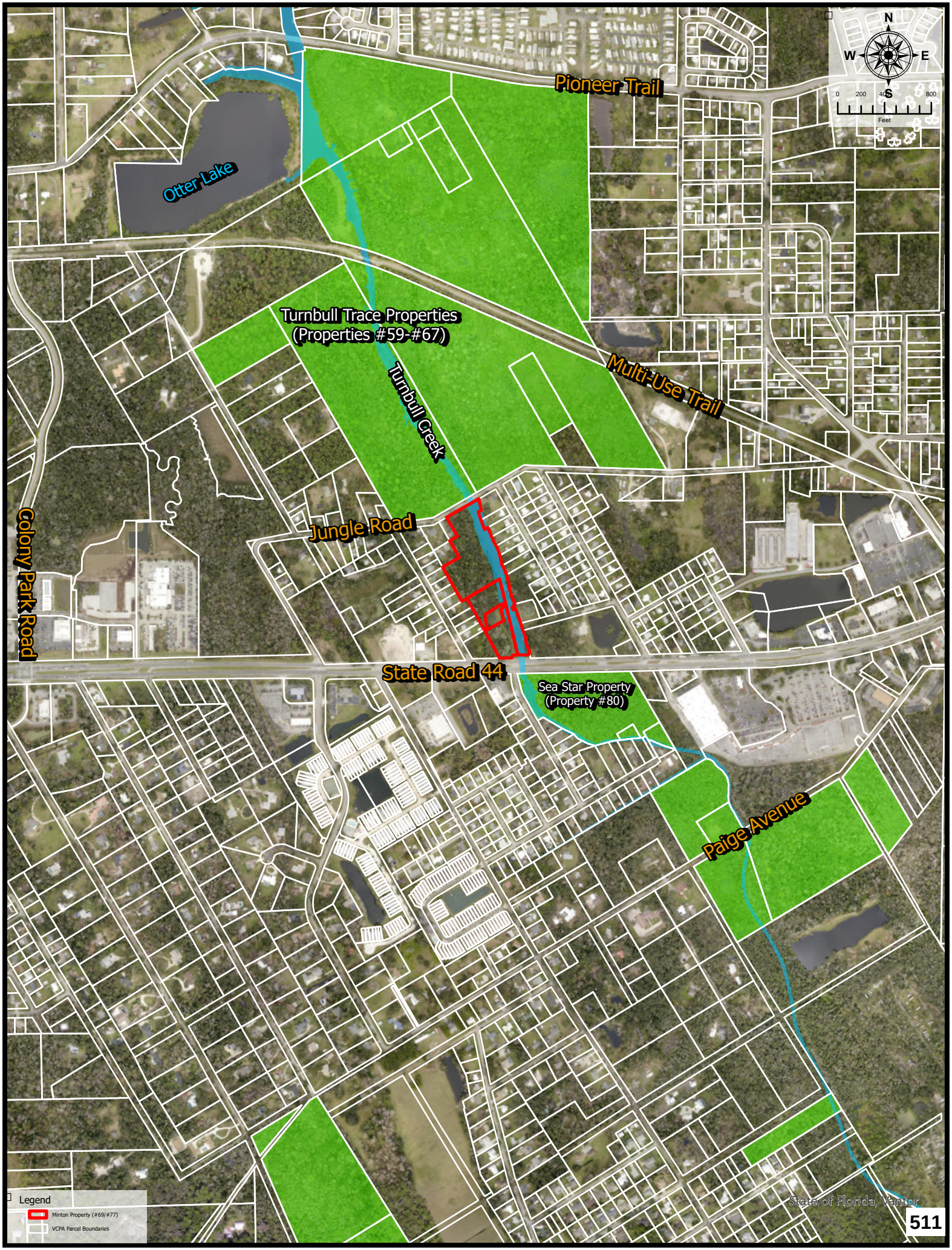
TCC Number: 69

AND

Parcel ID Number: 734301000080

LOT 8 EXC ST RD & EXC PARCEL ELLISON ACRES MB 8 PG 224 PER OR 1941 PG 0319 PER OR 2601 PG 0198

TCC Number: 77


N
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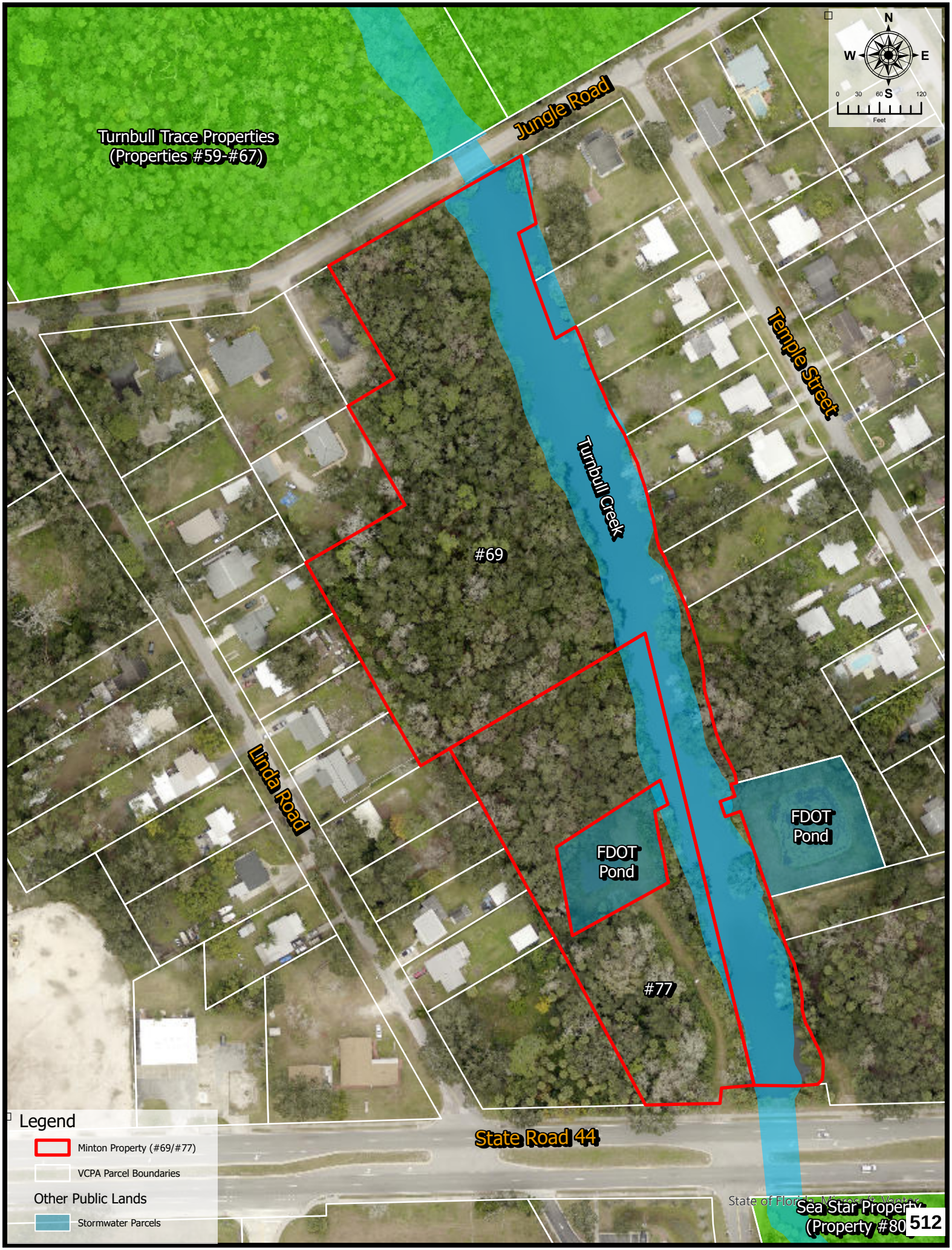
200
400
800
Feet
Pioneer Trail
Otter Lake
Turnbull Trace Properties
(Properties #59-#67)
Turnbull Creek
Multi-Use Trail
Jungle Road
Colony Park Road
State Road 44
Sea Star Property
(Property #80)
Paige Avenue
Legend
Minton Property (#69/#77)
VCPA Parcel Boundaries
State of Florida, Vantor
511


Turnbull Trace Properties
(Properties #59-#67)
Jungle Road
Temple Street
Turnbull Creek
#69
Linda Road
FDOT
Pond
FDOT
Pond
#77
State Road 44
Sea Star Property
(Property #80
N
W
E
S
0 30 60 120
Feet
Legend
Minton Property (#69/#77)
VCPA Parcel Boundaries
Other Public Lands
Stormwater Parcels

RESTRICTED APPRAISAL REPORT

5.18 ACRES VACANT LAND

TAX PARCELS # 7345-03-00-0750
LOCATED ON SOUTH SIDE OF JUNGLE ROAD
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 – AUGUST 8, 2025
DATE OF VALUE – AUGUST 8, 2025
DATE OF REPORT – AUGUST 15, 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

August 15, 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 7345-03-00-0750
Property located on South side Jungle Road, New Smyrna Beach, Volusia County FL 32168.
PAA File # 225.07

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 - **$385,000**

(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 Jungle Road, New Smyrna Beach, Volusia County, Florida, 32168.
Tax ID Account #	7345-03-00-0750
Legal Description	LOT 75 W OF E/L TURNBULL CREEK EXC W 140 FT OF N 140 FT S OF LOTS 77 & 78 & EXC PART IN CREEK W OF LOT 66 ELLISON ACRES NO 3 MB 23 PG 84 PER OR 2601 PG 0198
Ownership	MINTON LINDA ELLISON
Type of Property	Vacant Land fully wooded
Site Size	Rectangular parcel **contains 5.18 ± acres** Per Volusia County Property Appraiser plat maps. No survey was supplied to the appraiser. All figures were estimated by on line public records sources. The plat maps indicated around 2.05 acres of which is submerged unusable land. The land was not identified as wetlands on the National Wetlands Inventory Map. The uplands portion is estimated at 3.13±. A survey would be required to determine exact calculations.
Site Improvements	None Included
Improvements	None Included
Easements & Encroachments	None known that affects market value.
Current Assessment	$140,625 per (VCPA) Total
Current Taxes	$1,329.3 (VCPA) Total
Zoning / Future Land Use	The Westerly 3.13± acres square feet appear to be zoned R-4 Urban Single Family Residential & RCA – Resource Corridor. Future Land use is UMI URBAN MEDIUM INTENSITY & ESC Environmental Systems Corridor. No zoning information was supplied to the client. Zoning and Future Land Use were estimated from public records
Flood Zone	Subject is located in Flood Zone "AE"& Zone X. Panel #12127C0540J. Appraiser does not warrant Flood Zone Information.
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	August 8, 2025
"As Is" Market Value	**$385,000** (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 # 7345-03-00-0750

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: August 8, 2025

DATE OF INSPECTION: August 8, 2025

DATE OF REPORT: August 15, 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 7345-03-00-0750.

OWNERSHIP AND SALES HISTORY: According to the tax records, the subject property is under the ownership of MINTON LINDA ELLISON There has been no recorded arm's length transaction in the last five years.

IMMEDIATE NEIGHBORHOOD DATA: The neighborhood has seen growth, especially in the residential areas; the interior residential areas are around 50% built out although land is still available. 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, service uses will continue to be in demand.

SITE DESCRIPTION

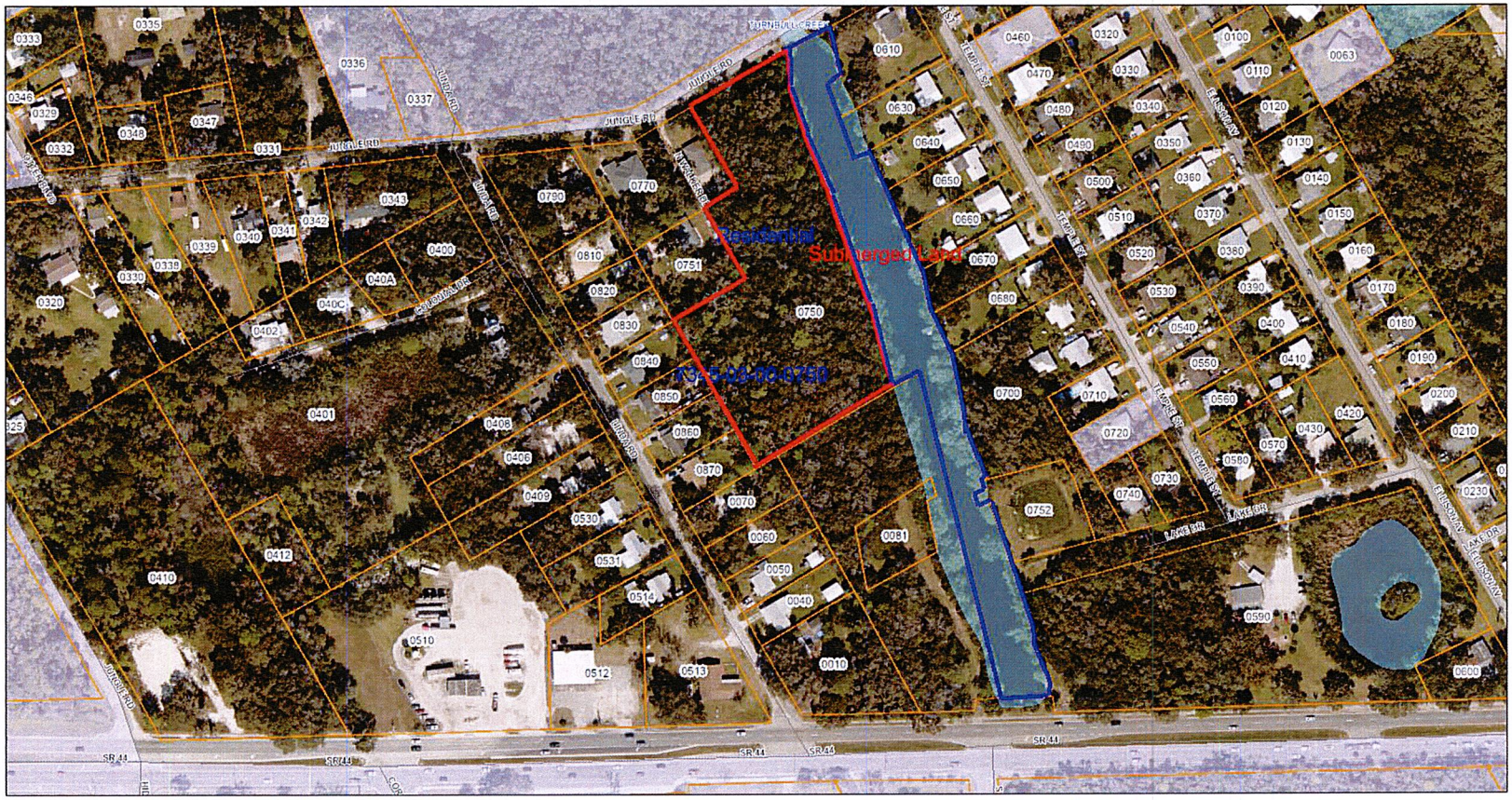
Location: The subject is located South Side of Jungle Road. Access is provided to the site by Jungle Road which is a 2 way a paved residential neighborhood street providing access to other interior roads as well assess to SR 44 and I –95 the main North and South highway providing access to the state of Florida.

Size/Shape: The topography generally level to rolling and nearly 100% wooded. The site is an irregular parcel and contains 5.18 ± acres Per Volusia County Property Appraiser plat maps. No survey was supplied to the appraiser. All figures were estimated by on line public records sources. The plat maps indicated around 2.05± acres of which is submerged unusable land. The land was not identified as wetlands on the National Wetlands Inventory Map. The uplands portion is estimated at 3.13± acres. A survey would be required to determine exact calculations. No survey was supplied to the appraiser. All figures were estimated by on line sources.

Zoning. The Westerly 3.13± acres square feet appear to be zoned R-4A Urban Single Family Residential. The Easterly 2.05± acres is zoned RCA – Resource Corridor. Future Land use is UMI URBAN MEDIUM INTENSITY & ESC Environmental Systems Corridor. No zoning information was supplied to the client. Zoning and Future Land Use were estimated from public records. According to the Future land Use which is primarily intended for residential development there is a possibility for commercial neighborhood business development.

The following illustration depicts potential access future development. As can be seen the area lined in red is the residential section of the parcel and the section lined in blue is the RCA zoned section of the parcel. The access to the residential zoned land is from Jungle Road. As a general assumption the access is estimated to be sufficient to the site and that some type of residential would be permitted.

Volusia County Property Appraiser



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0 0.03 0.05 0.1 mi

0 0.04 0.07 0.15 km

Parcel Lines

Override 1

Override 2

Streets

Parcel Text

Cities

NEW SMYRNA BEACH

Water Body Names

Water Bodies

County Boundary

State of Florida, Maxar, Microsoft

ArcGIS Web AppBuilder
VCPA 2021

Utilities: There are currently no utilities connected to the site. All available services would need to be run to the site. On site well and septic systems are also typical of the area and are not considered to impact the site

Access: Access would be provided to the site by Jungle Road.

Wetlands: No wetlands indicated on the National Wetlands Inventory Map. However, an estimated 2.05 ± are submerged lands. Would require survey to determine exact areas.

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. Refer to site and zoning section of report (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.

Wetlands

The subject and Sale 1 had a varying degree of wetlands. The subject was analyzed on a price per upload and the wetlands were accounted for in the uplands analysis.

Sales Considered

The appraiser identified several sales during investigation some of the sales were eliminated and the best three indicators of value were used in our analysis.

Element	Subject	Sale 1		Sale 2		Sale 3	
Location	New Smyrna Beach	2516 Glenhaven St New Smyrna Beach		2585 Pioneer Trail New Smyrna Beach		725 Trophy Hunter Tr New Smyrna Beach	
Tax Key		3717341		3709632		3732774	
Or. Bk/Pg		8606/2308		8520/4967		8554/1851	
Total UpLand Area Acres	3.13	1.85		1.09		2.50	
Use	R-4/RCA	Residential		Similar		Similar	
Sale Price		$226,800	ADJ.	$150,000	ADJ.	$240,000	ADJ.
Sale Price Per SF Land		$122,595		$137,665		$96,000	
Property Rights Conveyed	Fee Simple	Fee Simple	0%	Fee Simple	0%	Fee Simple	0%
Adjusted Sales Price		$226,800		$150,000		$240,000	
Financing Terms		Market	0%	Market	0%	Market	0%
Adjusted Sales Price		$226,800		$150,000		$240,000	
Conditions of Sale		Arm's Length	0%	Arm's Length	0%	Arm's Length	0%
Adjusted Sales Price		$226,800		$150,000		$240,000	
Sale Date	8/8/2025	8/29/2024	0.00%	2/24/2025		5/2/2024	
Market Conditions	0	0.9		0.5	0%	1.3	0%
Adjusted Sales Price		$226,800		$150,000		$240,000	
Adjusted Sale Price		$226,800		$150,000		$240,000	
Adjusted Sale Price/Acre		$122,595		$137,665		$96,000	
Other Adjustments							
Location	Average/Waterfront	Average/WaterFront	0	Average/Non-Waterfront	+	Inferior	+
Size Upland Acres	3.13	1.85	-	1.09	-	2.50	0
Access/Frontage	Average	Average	0	Average	0	Inferior	+
Zoning	R-4/RCA	RR Inferior	+	Similar	0	Similar	0
Topography	Rolling/Wooded	Similar	0	Similar	0	Similar	0
Utility	Average	Average	0	Average	0	Average	0
Shape	Irregular	Similar	0	Similar	0	Square	0
Wetlands	2.05	0.62	0	0	0	0	0
		$122,595		$137,665		$96,000	
		Weight	40%	Weight	40%	Weight	20%
			49,038		55,066		19,200

INDICATED SUBJECT VALUE	
High	$137,665
Low	$96,000
Mean	$118,753
Median	$122,595
Weighted Average	123,304

	3.13	@	$123,000	Per Acre	$384,990
				Reconciled Value:	$385,000

ADJUSTMENTS

SALE 1 - $122,595 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:

Zoning: The subject's zoning allows a greater density than Sale 1 warranting a plus adjustment. Overall, this sale's index price is felt to be similar to what the subject should expect.

SALE 2 - $137,665 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 larger than Sale 2. Typically, a smaller similar property will sell for a higher unit value therefore Sale 2 warranted a minus adjustment. Overall, this sale's index price is felt to be slightly higher to what the subject should expect.

SALE 3 - $96,000 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 a more preferred location compared to Sale 3 therefore Sale 3 warranted a plus adjustment

Access: The subject is located on a paved neighborhood street. Sale 3 is a shell road which is considered inferior therefore Sale 3 warranted a plus adjustment. Overall, this sale's index price would be lower 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 $123,000 per upland acre. Resulting in the following valuation for the subject property:

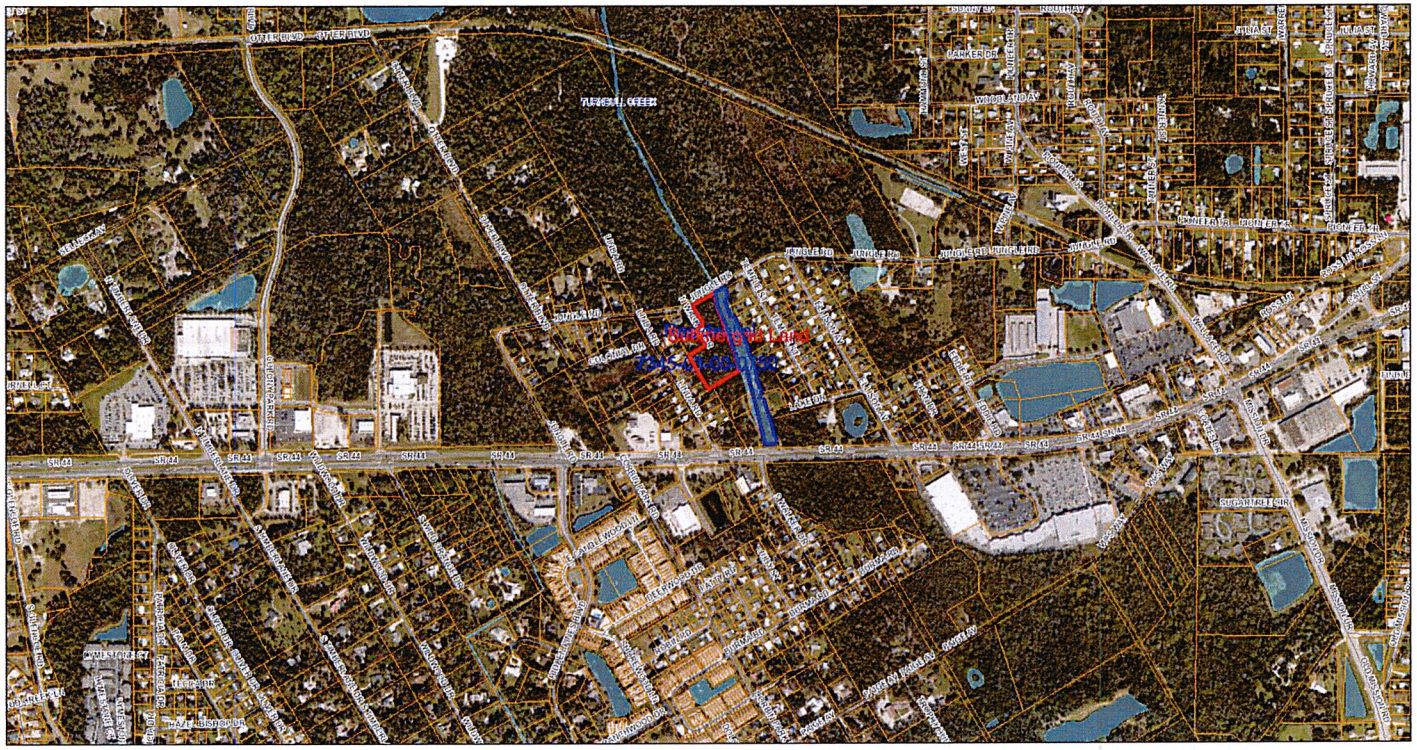
3.13 Upland Acres @ $123,000 AC = **$385,000 (R)**

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 **$385,000.**

SUBJECT LOCATION MAP

Volusia County Property Appraiser


Old Mission Trail
Parcel ID: 7415-01-00-0130
TURNBULL CREEK
SR 44
SR 415
SR 40
SR 11
SR 15
SR 9
SR 100
SR 5
SR 483
SR 421
SR 23
SR 91
SR 441
SR 442
SR 600
SR 7
SR 434
SR 46
SR 417
SR 429
SR 528
SR 520
SR 524
SR 407
SR 50
SR 482
SR 516
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SR 535
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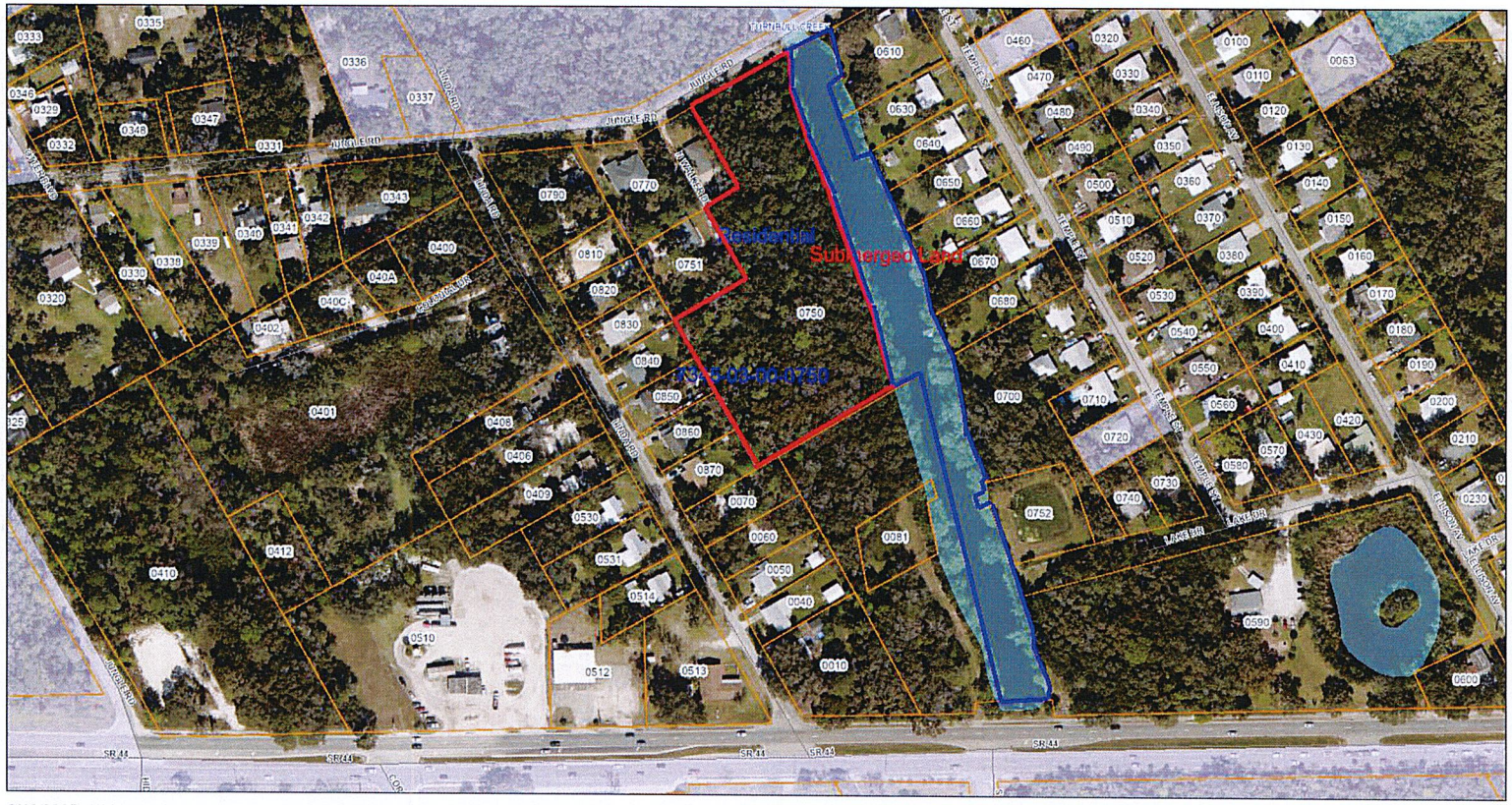
SR 482

AERIAL OF SUBJECT PROPERTY

Volusia County Property Appraiser



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Parcel Lines
Override 1
Override 2
Streets
Parcel Text
Cities
NEW SMYRNA BEACH
Water Body Names
Water Bodies
County Boundary

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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

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.

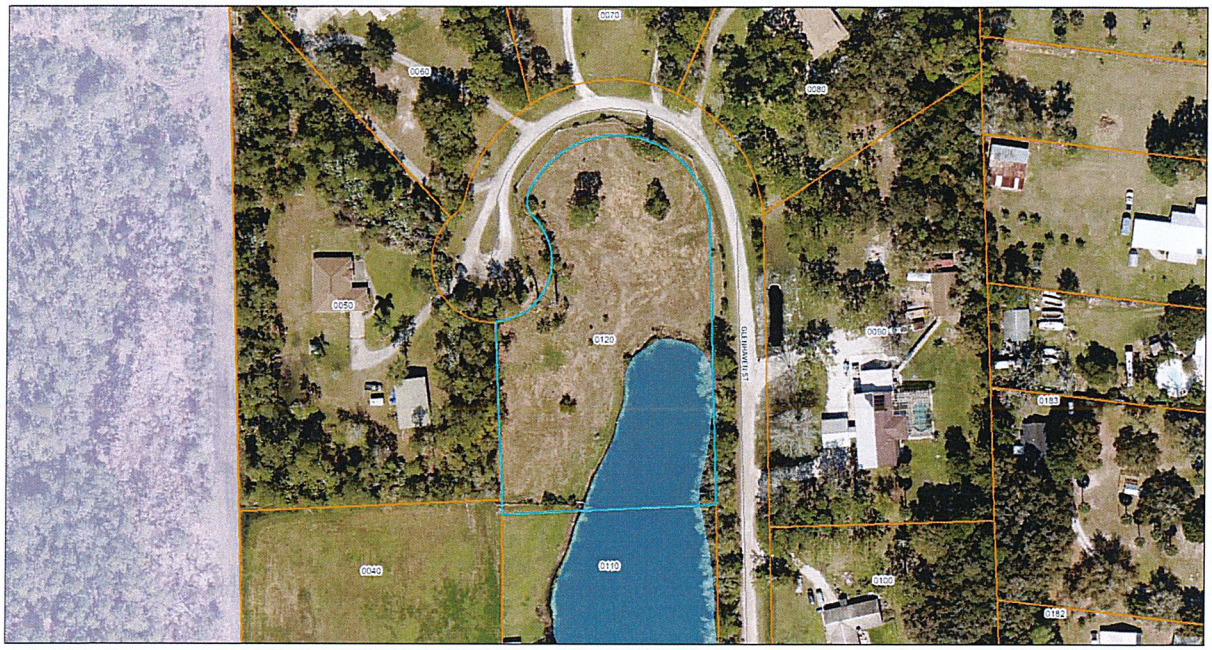
Off-street parking and loading requirements: Off-street parking and loading areas meeting the requirements of sections 72-286 and 72-287 shall be constructed.

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)

SALE 1

2516 Glanhaven St



8/18/2025, 5:29:31 PM

Parcel
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 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:	3717341
Parcel ID:	732604000120
Township-Range-Section:	17 - 33 - 26
Subdivision-Block-Lot:	04 - 00 - 0120
Owner(s):	LACAILLADE JACK - TIC - Tenancy in Common - 50% GANN KAYLEE GRACE - TIC - Tenancy in Common - 50%
Mailing Address On File:	1010 HENSON CT OVIEDO FL 32765 6045
Physical Address:	2516 GLENHAVEN ST, NEW SMYRNA BEACH 32168
Building Count:	0
Neighborhood:	4451 - GLENHAVEN ESTATES ET AL
Subdivision Name:	GLENHAVEN ESTATES
Property Use:	0000 - VACANT RES
Tax District:	600-UNINCORPORATED - SOUTHEAST
2024 Final Millage Rate:	17.6036
Homestead Property:	No
Agriculture Classification:	No
Short Description:	LOT 12 GLENHAVEN ESTATES MB 33 PG 46 PER OR 4535 PG 4231 PER OR 7414 PG 4980 PER OR 8529 PG 2167 PER OR 8603 PG 2308

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:	$194,575	$101,563	$101,563
Just/Market Value:	$194,575	$101,563	$101,563

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	$194,575	$194,575	$0	$194,575	1.5000	$291.86
0012 DISCRETIONARY	$194,575	$194,575	$0	$194,575	0.7480	$145.54
0011 REQ LOCAL EFFORT	$194,575	$194,575	$0	$194,575	3.0370	$590.92
0510 FIRE DISTRICT	$194,575	$194,575	$0	$194,575	3.8412	$747.40
GENERAL FUND	$194,575	$194,575	$0	$194,575	3.2007	$622.78

SALE 1

2021	$63,000	$0	$63,000	$63,000	$0	$63,000	$0
2020	$72,000	$0	$72,000	$72,000	$0	$72,000	$0
2019	$72,000	$0	$72,000	$72,000	$0	$72,000	$0
2018	$72,000	$0	$72,000	$72,000	$0	$72,000	$0
2017	$53,325	$0	$53,325	$42,148	$0	$42,148	$11,177
2016	$53,325	$0	$53,325	$41,281	$0	$41,281	$12,044

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0040-VAC LKFRNT-3 <2 AC	N	A-ACRE		1.8500				105,000	$194,250
2	9600-WASTE LAND		A-ACRE		0.6500				500	$325
									Total Land Value:	$194,575

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
8603 / 2308	2024171398	08/29/2024	WD-WARRANTY DEED	QUALIFIED	VACANT	$226,800
8529 / 2167	2024049107	02/27/2024	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$100
7414 / 4980	2017124611	06/20/2017	WD-WARRANTY DEED	QUALIFIED	VACANT	$85,000
4535 / 4231	2000053659	03/15/2000	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	$179,900
2843 / 0036		07/15/1986	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$170,000
1801 / 0018		10/15/1975	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$10,800

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
LOT 12 GLENHAVEN ESTATES MB 33 PG 46 PER OR 4535 PG 4231 PER OR 7414 PG 4980 PER OR 8529 PG 2167 PER OR 8603 PG 2308	600	17 - 33 - 26	04 - 00 - 0120	01-JAN-82

Permit Summary

SALE 2

2585 Pioneer Trail



8/18/2025, 5:49:41 PM

Parcel

Streets

Parcel Text

County Boundary

1:564

0 0.01 0.01 0.02 mi

0 0.01 0.01 0.03 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:	3709632
Parcel ID:	731406070040
Township-Range-Section:	17 - 33 - 14
Subdivision-Block-Lot:	06 - 07 - 0040
Owner(s):	BAKER GORDON EDWIN - TE - Tenancy in the Entirety - 100% BAKER LINDA JOYCE - TE - Tenancy in the Entirety - 100%
Mailing Address On File:	2565 PIONEER TRL NEW SMYRNA BEACH FL 32168 9213
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:	601-NEW SMYRNA BEACH
2024 Final Millage Rate:	16.7933
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:	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:	$108,960	$76,272	$69,462
Just/Market Value:	$108,960	$76,272	$69,462

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	$108,960	$108,960	$0	$108,960	1.5000	$163.44
0012 DISCRETIONARY	$108,960	$108,960	$0	$108,960	0.7480	$81.50
0011 REQ LOCAL EFFORT	$108,960	$108,960	$0	$108,960	3.0370	$330.91
0050 GENERAL FUND	$108,960	$108,960	$0	$108,960	3.2007	$348.75

SALE 2

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

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				100,000	$108,960
								Total Land Value:		$108,960

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
8520 / 4967	2024034701	02/16/2024	WD-WARRANTY DEED	QUALIFIED	VACANT	$150,000
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

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SALE 3

725 Trophy Hunter Tr



8/18/2025, 5:37:31 PM

Parcel | Parcel Text | Water Bodies

Streets | Water Body Names | 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:	3732774
Parcel ID:	734306000873
Township-Range-Section:	17 - 33 - 43
Subdivision-Block-Lot:	06 - 00 - 0873
Owner(s):	RUPKE SHERRY - FS - Fee Simple - 100%
Mailing Address On File:	16195 12TH CONCESSION SCHOMBERG ON L0G 1T0 CANADA
Physical Address:	725 TROPHY HUNTER TR, NEW SMYRNA BEACH 32168
Building Count:	0
Neighborhood:	4458 - NAPIER &AND HULL MB 2 PG 42
Subdivision Name:	NAPIER & HULL GRANT
Property Use:	0000 - VACANT RES
Tax District:	600-UNINCORPORATED - SOUTHEAST
2024 Final Millage Rate:	17.6036
Homestead Property:	No
Agriculture Classification:	No
Short Description:	44-17-33 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 P

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:	$200,000	$160,000	$162,500
Just/Market Value:	$200,000	$160,000	$162,500

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	Exemption/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017 CAPITAL IMPROVEMENT	$200,000	$200,000	$0	$200,000	1.5000	$300.00
0012 DISCRETIONARY	$200,000	$200,000	$0	$200,000	0.7480	$149.60
0011 REQ LOCAL EFFORT	$200,000	$200,000	$0	$200,000	3.0370	$607.40
0510 FIRE DISTRICT	$200,000	$200,000	$0	$200,000	3.8412	$768.24

SALE 3

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

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				80,000	$200,000
								Total Land Value:		$200,000

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
8554 / 1851	2024090141	05/02/2024	WD-WARRANTY DEED	QUALIFIED	VACANT	$240,000
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

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Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
44-17-33 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 PER OR 8554 PG 1851	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

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	34.8%	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 by 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

Volusia County

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	$6,146,973.88
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

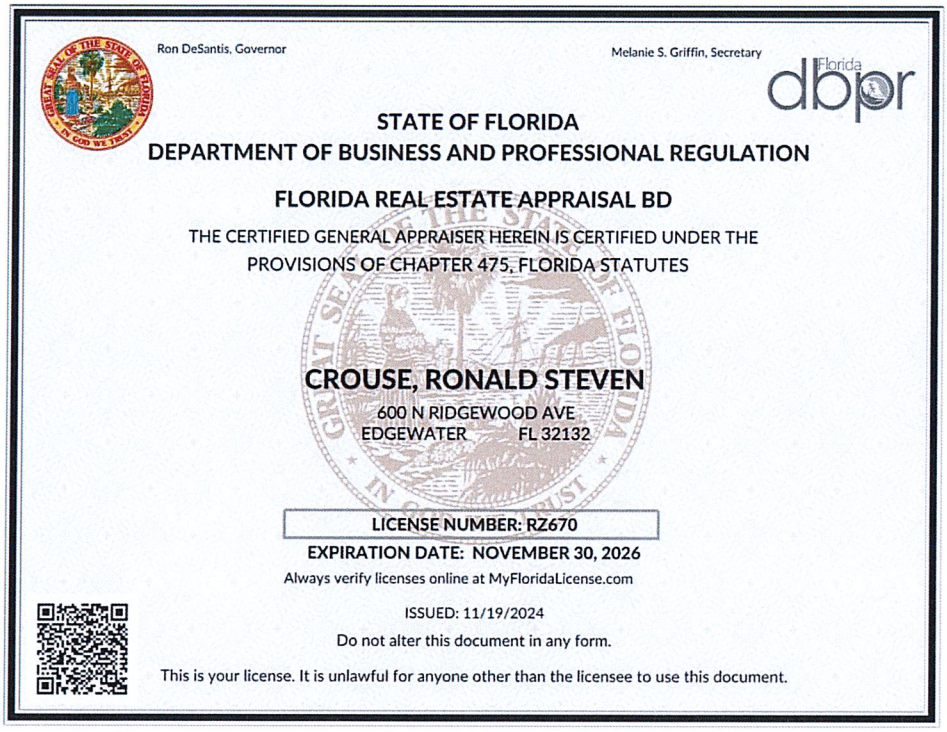
219.005	448	SHORES BLVD	ST AUGUSTINE	ST JOHNS CNTY - JESSICA	OLD FIRE STATION PROPERTY
219.007		STRAWN PARTIAL SURPLUS	VOLUSIA CNTY	SJRWMD	REVIEW
219.009		OLD MOULTRIE RD	ST AUGUSTINE	ST JOHNS CNTY - LAURIE	LAND ACQUISITION
219.013	2490	OLD MOULTRI ROAD	ST AUGUSTINE	ST JOHNS CNTY=LAURIE	LAND ACQUISITION
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

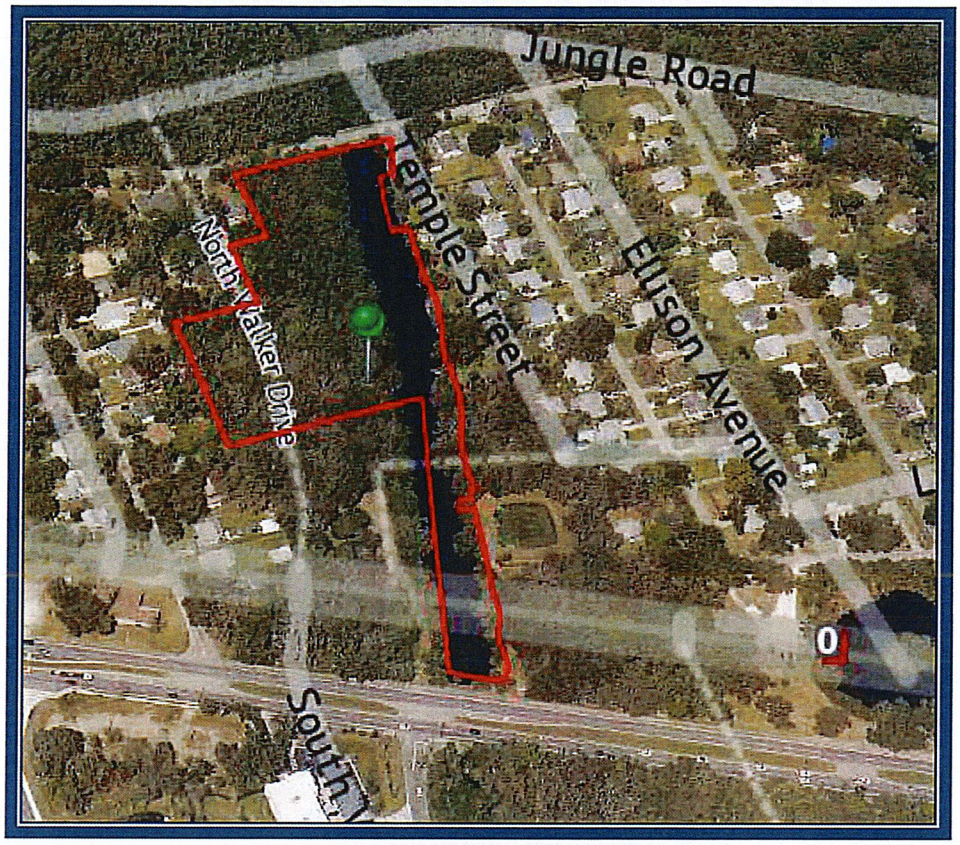
CROUSE, RONALD STEVEN
600 N RIDGEWOOD AVE
EDGEWATER FL 32132

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



3.13± ACRES UNIMPROVED LAND

TAX PARCEL #7343-03-00-0750
LOCATED ON THE S/S OF JUNGLE ROAD
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

MAY 5, 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 7, 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:

3.13± ACRES OF UNIMPROVED LAND

TAX PARCEL #7343-03-00-0750
S/S JUNGLE ROAD
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 May 5, 2025, was:

ESTIMATED "AS IS" MARKET VALUE

THREE HUNDRED SEVENTY- NINE THOUSAND DOLLARS

($379,000)

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
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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. None

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 Jungle Road, north of SR 44, New Smyrna Beach, Volusia County, FL
Property Type Appraised:	Residential Land
Current Owner(s) of Record:	Linda Ellison Minton
Parcel No(s):	7343-03-00-0750
Brief Legal Description:	LOT 75 W OF E/L TURNBULL CREEK EXC W 140 FT OF N 140 FT S OF LOTS 77 & 78 & EXC PART IN CREEK W OF LOT 66 ELLISON ACRES, NO 3 MB 23 PG 84 PER OR 2601 PG 0198
Property Rights Appraised:	Fee Simple
Effective Date/Date of Report:	May 5, 2025, May 7, 2025
Site Size:	3.13± Acres (Uplands); 2.05± Acres (Turnbull Creek)
Improvements:	None
Zoning:	R-4A, Single-Family Residential & RCA, Resource Corridor (Turnbull Creek), County of Volusia
Future Land Use Designation:	UMI, Urban Medium Intensity & ESC, Environmental Systems Corridor (Turnbull Creek)
Highest and Best Use "As If Vacant":	Residential
Market Value Opinion "As Is":	$379,000
Cost Approach -	Not Processed
Income Approach -	Not Processed
Direct Sales Approach -	$379,000
Flood Zone:	The subject site is located in a Flood Zone "AE" & shaded Zone "X", 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 May 5, 2025. The *date* of the report is May 7, 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

LOT 75 W OF E/L TURNBULL CREEK EXC W 140 FT OF N 140 FT S OF LOTS 77 & 78 & EXC PART IN CREEK W OF LOT 66 ELLISON ACRES, NO 3 MB 23 PG 84 PER OR 2601 PG 0198

[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.

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
7343-03-00-0750	$56,382	$56,382	$1,384.91

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 3.13± acres of uplands zoned for residential use, located on the south side of Jungle Road, just north of SR 44, in New Smyrna Beach, Volusia County, Florida. In addition, the subject site also includes another 2.05± acres know as Turnbull Creek.

LAND USE PLANNING, ZONING, CONCURRENCY

The subject site is zoned R-4A, Urban Single Family and RCA, Resource Corridor, by the County of Volusia. The R-4A classification permits residential uses such as single family dwellings, cluster housing, zero lot line subdivisions, etc. The subject site is within the Airport Protection Overlay Zone, which has some height restrictions. The R-4A zoning classification requires a minimum site size of 7,500 square feet and a minimum width of 75 feet. The RC zoning classification requires a minium site size of 25 acres. A copy of the R-4 zoning ordinance and RC zoning ordinance are presented in the Addenda of this report.

The County's Future Land designation is UMI, Urban Medium Intensity and ESC, Environmental Systems 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.

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 and 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.

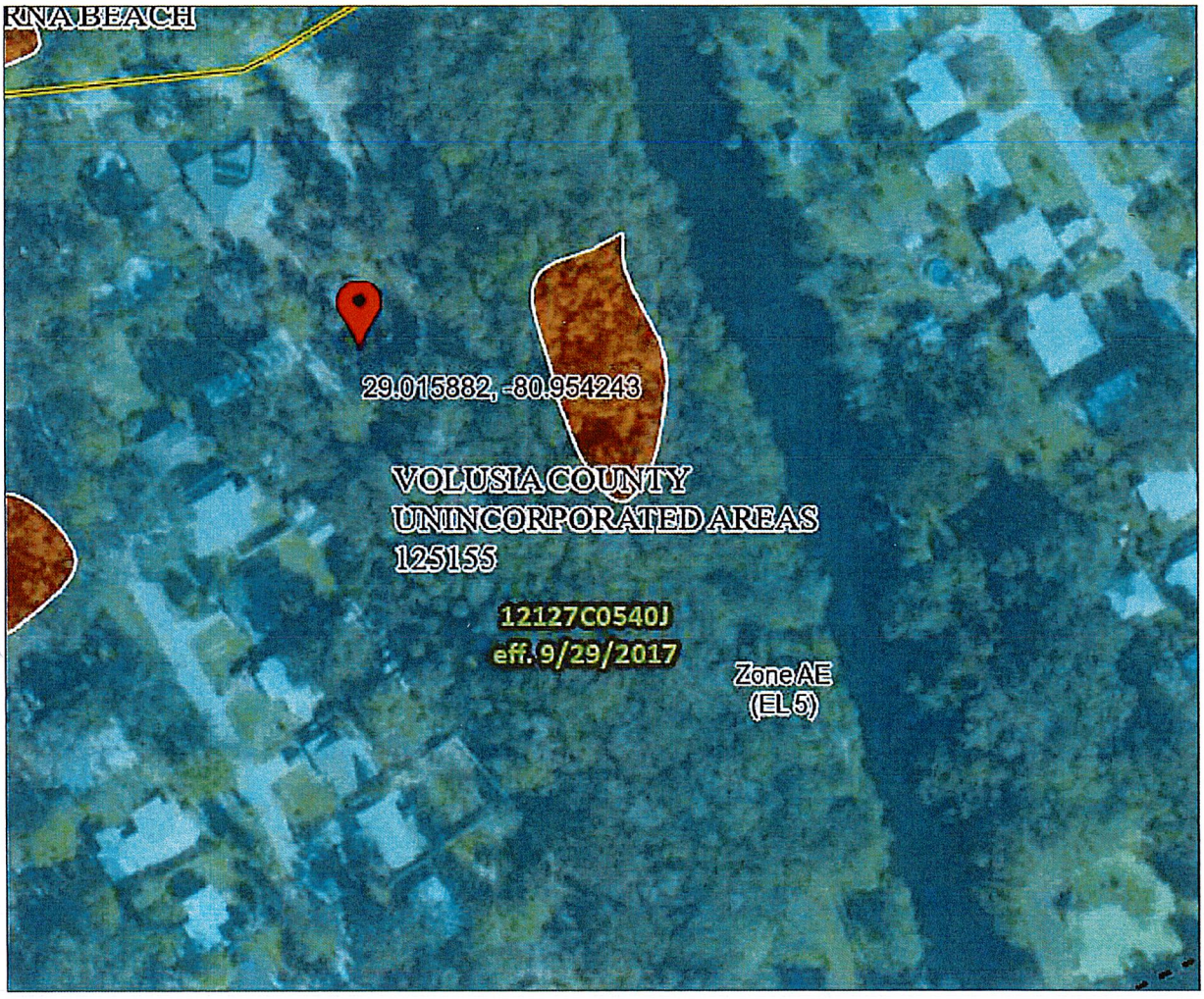
ESTIMATED EXPOSURE TIME

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.

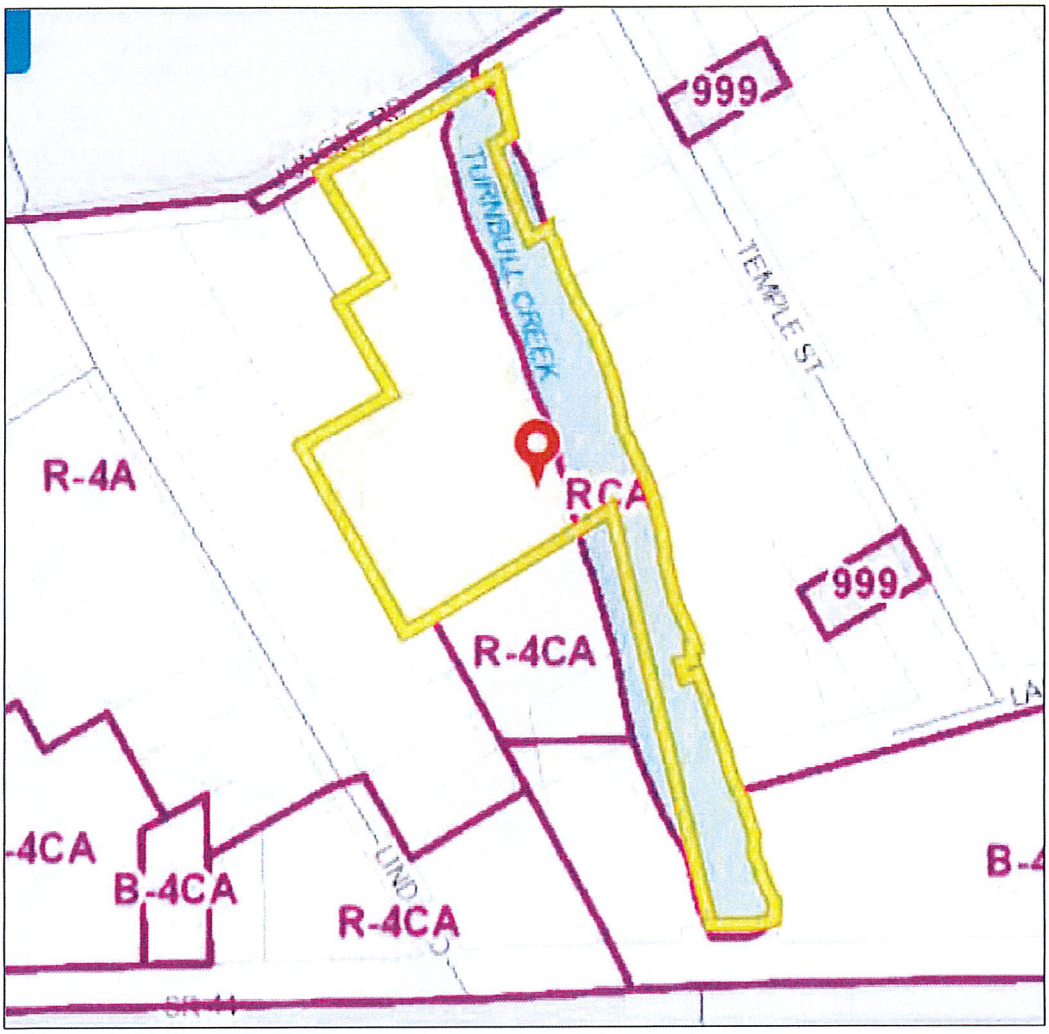
The Steller Multiple Listing Service indicated that from June 1, 2024 until April 31, 2025 (eleven months), the average days on the market for unimproved residential land was approximately 2 months to closing and these properties sold at a list to sell ratio of 90.0 percent. Therefore, we feel that with 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

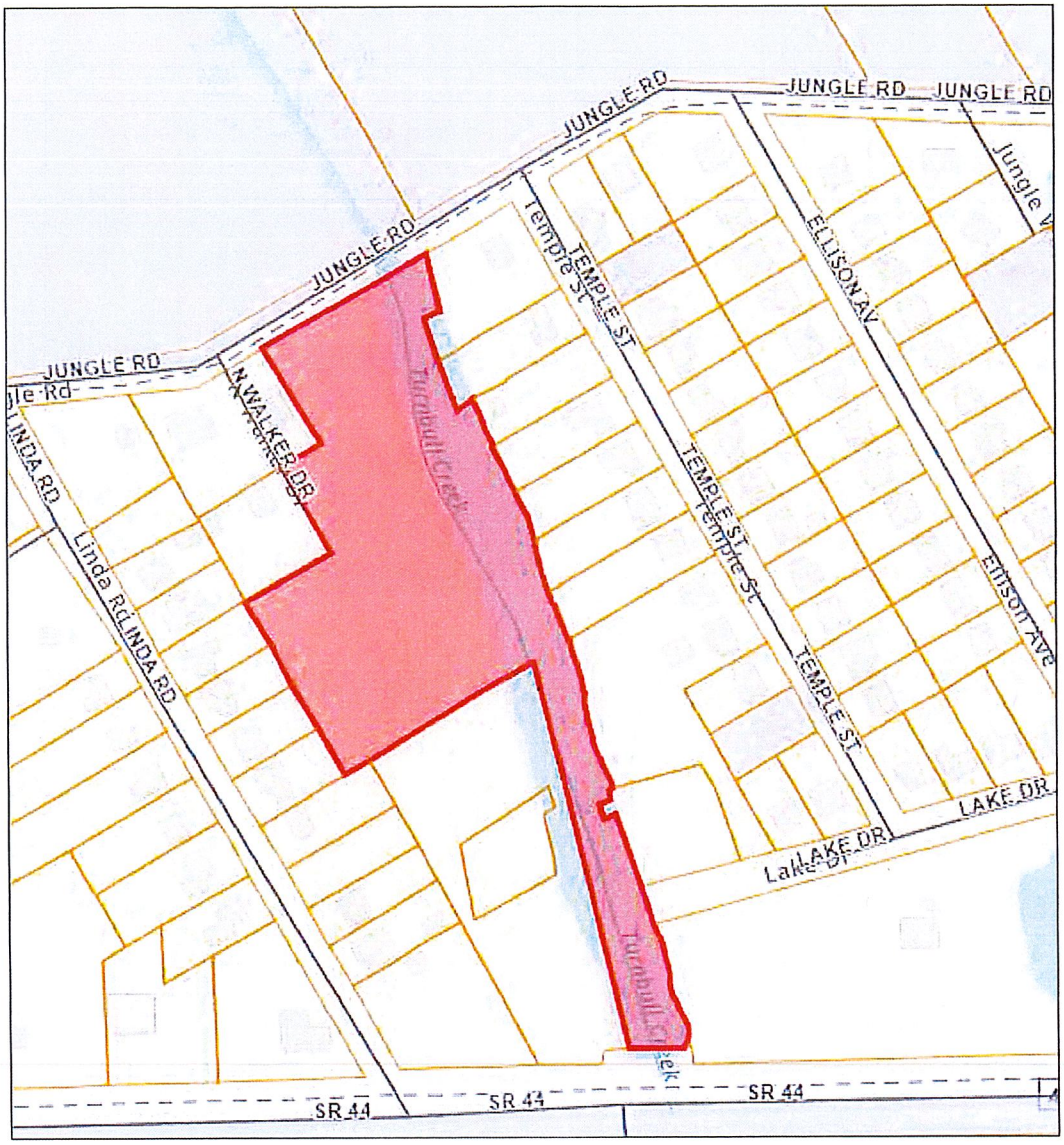

RNA BEACH
29.015882, -80.954243
VOLUSIA COUNTY
UNINCORPORATED AREAS
125155
12127C0540J
eff. 9/29/2017
Zone AE
(EL 5)

ZONING MAP

R-4A , URBAN SINGLE-FAMILY RESIDENTIAL & RCA, 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 Jungle Road, just north of SR 44, in New Smyrna Beach, Volusia County, Florida. The subject site is actually in unincorporated Volusia County. The site is irregular and contains **3.13± acres** of uplands. In addition, the subject site also includes another 2.05± acres know as Turnbull Creek that borders the subject's easterly boundary. The upland portion of the site has approximately 150 feet of frontage on Jungle Road. The site has approximately 600 feet of frontage on Turnbull Creek.

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: Principle access to the site is by way of Jungle Road, a two, lane, asphalt paved, public right-of-way. Secondary access is by way of N. Walker Drive, a shell topped road extending south from Jungle Road.

Topography And Drainage: The site is generally level and is heavily wooded. The National Wetlands Inventory Map indicates that only small portion of the subject site is classified as wetlands. The Volusia County Property Appraiser's record card indicates that Turnbull Creek contains 2.25± acres of canal and submerged land. 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 is electricity and city water available to the subject site. 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" and shaded Zone "X", 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

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.

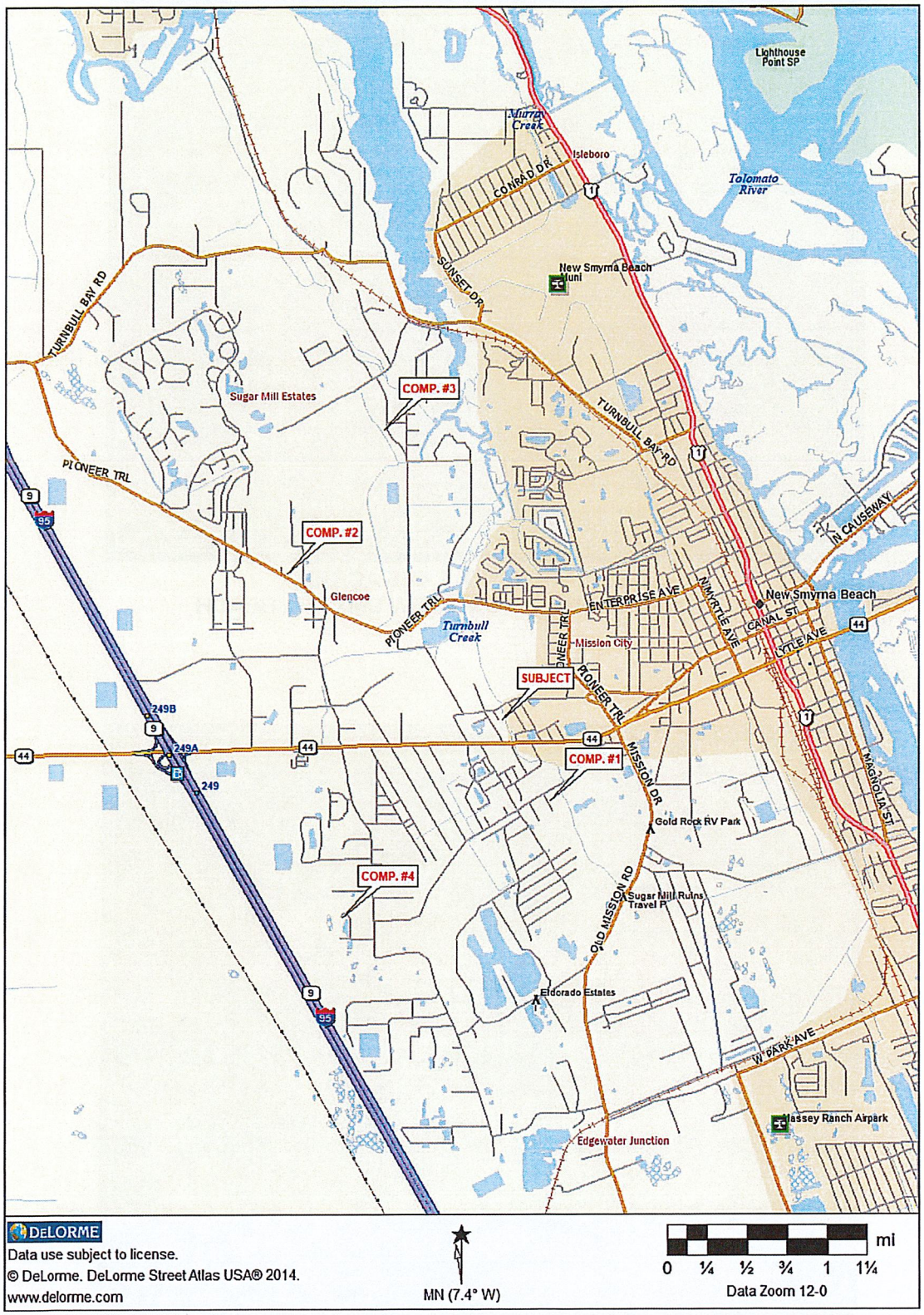
A grid sheet analysis depicting adjustments to each comparable for its differences with the subject is presented on the following page followed by a location map and final analysis.

COMPARABLE SALES ADJUSTMENT GRID

	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3	COMPARABLE NO. 4
SALES INFORMATION	S/S JUNGLE ROAD	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	LINDA ELLISON MINTON	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	GOOD/CREEK FRONTAGE	AVERAGE	AVERAGE	AVERAGE	AVG.(+)/LAKEFRONT
ADJUSTMENT	0%	15%	15%	15%	5%
INGRESS/EGRESS	GOOD/PAVED	AVERAGE/GRAVEL	GOOD/PAVED ROAD	GOOD/PAVED ROAD	GOOD/PAVED
ADJUSTMENT	0%	5%	0%	0%	0%
SIZE (ACRES)	3.13	2.50	1.089	3.116	2.50
ADJUSTMENT	0%	-5%	-16%	0%	-5%
SHAPE	IRREGULAR	RECTANGULAR	RECTANGULAR	RECTANGULAR	SLIGHTLY IRREGULAR
ADJUSTMENT	0%	0%	0%	0%	0%
TOPOGRAPHY	HEAVILY WOODED/LEVEL MINIMAL WETLAND	HEAVILY WOODED/LEVEL NO WETLANDS	PARTIALLY CLEARED/LEVEL NO WETLANDS	PARTIALLY CLEARED/LEVEL APPROX. 22% WETLAND	CLEARED APPROX. 30% WETLAND
ADJUSTMENT	0%	0%	0%	10%	10%
UTILITIES	WATER, ELECTRIC, SEPTIC	WELL, ELECTRIC, SEPTIC	WATER/ELECT./SEPTIC	WATER/ELECT./SEPTIC	WELL, ELECTRIC, SEPTIC
ADJUSTMENT	0%	5%	0%	0%	5%
FLOOD ZONE	ZONE "AE" & SHADED ZONE "X"	ZONE "AE"	ZONE "A" & "X"	ZONE "AE"	MOSTLY ZONE "A"
ADJUSTMENT	0%	5%	-5%	5%	5%
ZONING	R-4A, 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**	**$120,000**	**$129,477**	**$125,160**	**$108,864**

ADJUSTED MEAN	**$120,875**

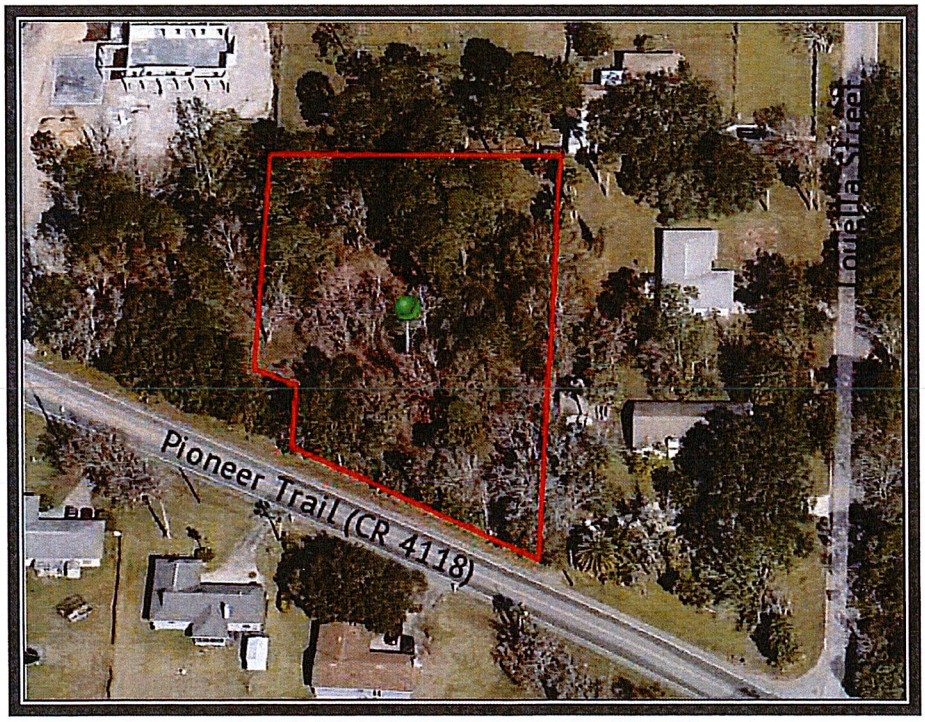
COMPARABLE LAND SALES LOCATION MAP



COMPARABLE PHOTOGRAPHS - 1

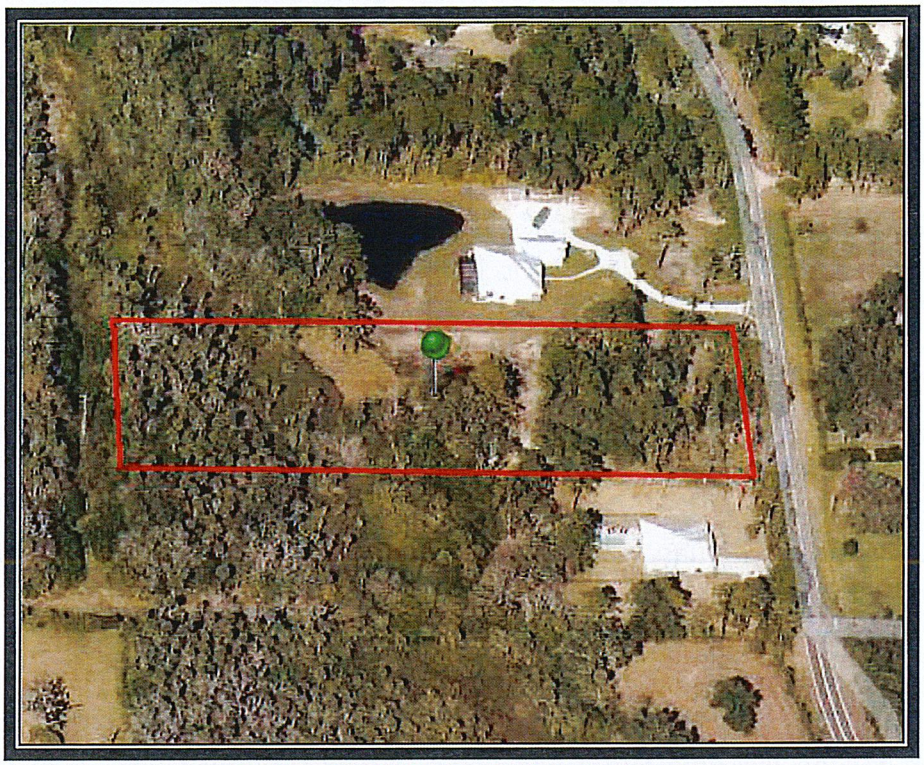


COMPARABLE NO. 1 - 2.5 ACRES
725 TROPHY HUNTER TRAIL, NEW SMYRNA BEACH

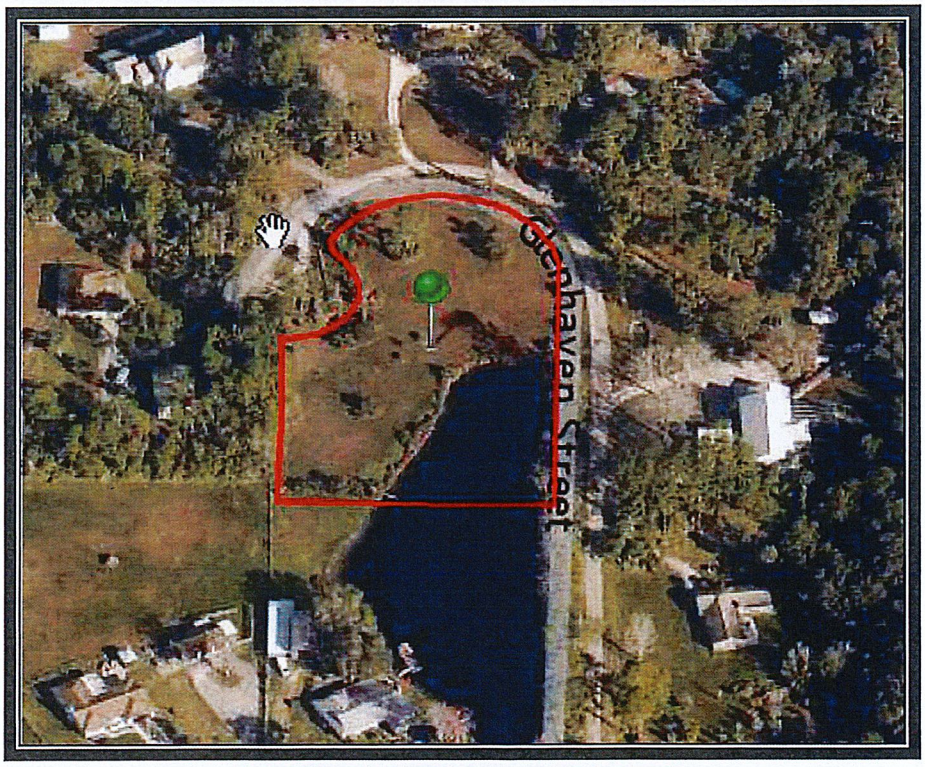


COMPARABLE NO. 2 - 1.089 ACRES
2585 PIONEER TRAIL, NEW SMYRNA BEACH

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 of small acreage tracts 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 3.16 acres. The subject contains a total of 3.13 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 south of the subject. We adjusted this comparable downward for its smaller size. Upward adjustments were made for its inferior location, accessability, lack of public water, and inferior flood zone rating.

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 smaller site size and superior flood zone rating. An upward adjustment was made for its inferior location.

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 upward for its inferior location, topography, and inferior flood zone rating.

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 upward for its inferior location, topography, downward for its superior accessability, smaller size, superior topography, and lack of public water.

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 $108,864 to $129,477 per acre. The adjusted mean value was $120,875 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 $121,000 per acre of land area to be reasonable and appropriate. Calculations are provided below.

3.13± Acres @ $121,000 Per Acre = $378,730

R/T = $379,000

VALUE INDICATED BY DIRECT SALES COMPARISON APPROACH

THREE HUNDRED SEVENTY- NINE THOUSAND DOLLARS

($379,000)

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 May 5, 2025, was:

ESTIMATED "AS IS" MARKET VALUE

THREE HUNDRED SEVENTY- NINE THOUSAND DOLLARS

($379,000)

ADDENDA

ENGAGEMENT LETTER
VOLUSIA COUNTY PROPERTY APPRAISER'S RECORD CARD
R-4, VOLUSIA COUNTY URBAN SINGLE FAMILY RESIDENTIAL ZONING ORDINANCE
R-C, VOLUSIA COUNTY RESOURCE CORRIDOR ZONING ORDINANCE
NEIGHBORHOOD MAP
QUALIFICATIONS OF THE APPRAISERS

Marty Concannon

From: Neibert, Ronald <RNeibert@cityofnsb.com>
Sent: Wednesday, April 2, 2025 9:10 AM
To: Marty Concannon
Subject: appraisals-New Smyrna Beach-Minton

Marty

Please prepare appraisals for the following properties:

3
7345030000750 & 734301000080

The 0880 parcel on the Property Appraisers site is confusing. It shows a parcel within a parcel. The appraisal should be done on the surrounding parcel. If you have any questions, please call

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

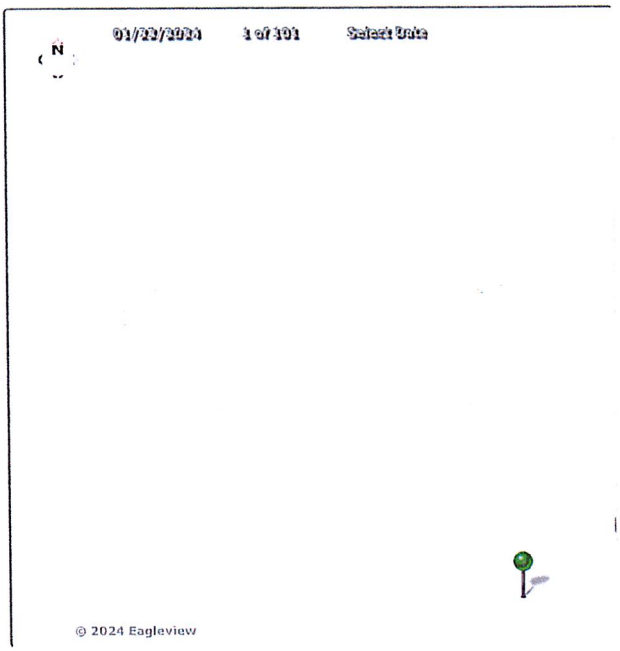
Stay on top of sales! Recent sales data now available for viewing on our website.

Volusia County Property Appraiser
LARRY BARTLETT, JD, CFA
We Value Volusia

Select Language

Summary | Tax Estimate | Permits | Map | Pictometry | Print

Alternate Key:	3729986
Parcel ID:	734303000750
Township-Range-Section:	17 - 33 - 43
Subdivision-Block-Lot:	03 - 00 - 0750
Physical Address:	JUNGLE RD, NEW SMYRNA BEACH 32168
Owner(s):	MINTON LINDA ELLISON - FS - Fee Simple - 100%
Mailing Address On File:	160 TEMPLE RD NEW SMYRNA BEACH FL 32168 *Update Mailing Address*
Building Count:	0
Neighborhood:	4068 - ELLISON ACRES MB 8 PG 224 *Neighborhood Sales*
Subdivision Name:	ELLISON ACRES NO 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:	LOT 75 W OF E/L TURNBULL CREEK EXC W 140 FT OF N 140 FT S OF LOTS 77 & 78 & EXC PART IN CREEK W OF LOT 66 ELLISON ACRES NO 3 MB 23 PG 84 PER OR 2601 PG 0198



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	0036-VAC CANAL 1	N	A-ACRE		1.0000				130,000	$130,000
2	9500-SUBMERGED	N	A-ACRE		1.2500				500	$625
									Total Land Value:	$130,625

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.

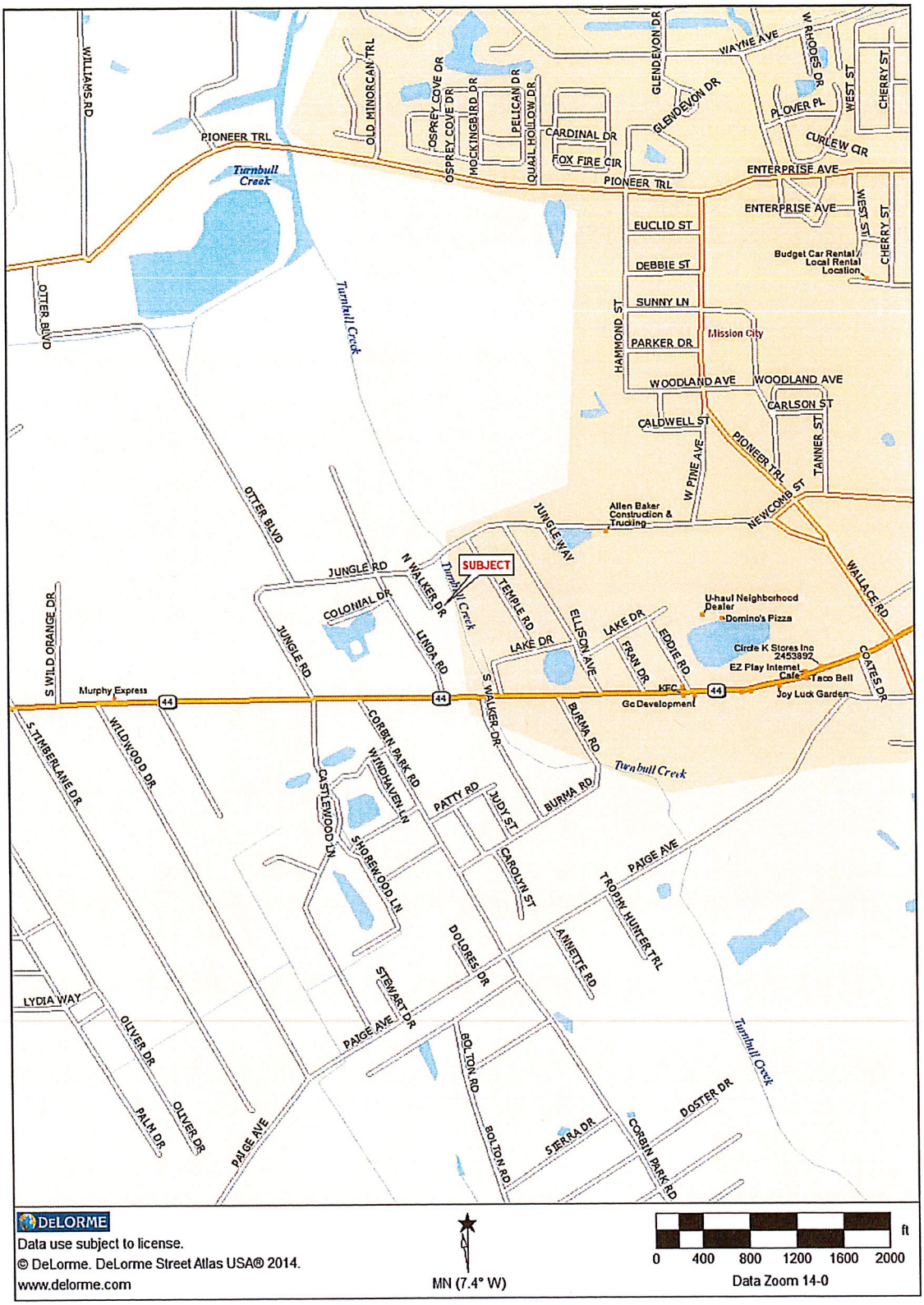
Minimum floor area: As required for the portion of the lot not classified as RC.

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)

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

RESTRICTED APPRAISAL REPORT

2.13 ACRES VACANT LAND

TAX PARCELS # 7343-01-00-0080
LOCATED ON NORTH SIDE OF SR 44

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 – AUGUST 8, 2025
DATE OF VALUE – AUGUST 8, 2025
DATE OF REPORT – AUGUST 15, 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

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Real Estate Appraisers — Consultants
600 N. RIDGEWOOD AVE., SUITE A, EDGEWATER, FL 32132 • TEL. 386-423-5110 • FAX 386-423-3066

August 15, 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 7343-01-00-0080
Property located on North side SR 44, New Smyrna Beach, Volusia County FL 32168.
PAA File # 225.08

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 - **$350,000**

(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	North Side of SR 44, New Smyrna Beach, Volusia County, Florida, 32168.
Tax ID Account #	7343-01-00-0080
Legal Description	LOT 8 EXC ST RD & EXC PARCEL ELLISON ACRES MB 8 PG 224 PER OR 1941 PG 0319 PER OR 2601 PG 0198 Millage Group
Ownership	MINTON LINDA ELLISON
Type of Property	Vacant Land fully wooded
Site Size	Rectangular parcel **contains 2.13 ± acres** Per Volusia County Property Appraiser plat maps. No survey was supplied to the appraiser. All figures were estimated by on line public records sources. The plat maps indicated around .52± acres of which is submerged unusable land. The land was not identified as wetlands on the National Wetlands Inventory Map. The uplands portion is estimated at 1.61±. A survey would be required to determine exact calculations.
Site Improvements	None Included
Improvements	None Included
Easements & Encroachments	None known that affects market value.
Current Assessment	$111,300 per (VCPA) Total
Current Taxes	$1,044 (VCPA) Total
Zoning / Future Land Use	It has joint zoning the South portion of the site is zoned B-4CA General Commercial. The North portion of the site is zoned R-4A Urban single Family. The submerged land area .52± acres is zoned RCA Resource Corridor. Future Land Use. The site is zoned UMI Urban Medium Intensity and the wetlands area is zoned ESC Environmental Systems Corridor No zoning information was supplied to the client. Zoning and Future Land Use were estimated from public records. However, review of the zoning and Future uses as well as the location of the parcel along SR 44 which is a commercial corridor there is an allowance for commercial neighborhood business development.
Flood Zone	Subject is located in Flood Zone "AE" Panel #12127C0540J. Appraiser does not warrant Flood Zone Information.
Highest & Best Use Vacant	Some type of Commercial 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 8, 2025
"As Is" Market Value	**$350,000** (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: North Side of SR 44, New Smyrna Beach, Volusia County, Florida, 32168.Tax ID Account # 7343-01-00-0080

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: August 8, 2025

DATE OF INSPECTION: August 8, 2025

DATE OF REPORT: August 15, 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 7343-01-00-0080.

OWNERSHIP AND SALES HISTORY: According to the tax records, the subject property is under the ownership of MINTON LINDA ELLISON There has been no recorded arm's length transaction in the last five years.

IMMEDIATE NEIGHBORHOOD DATA: The neighborhood has seen growth, both residential and commercial areas; the interior residential areas are around 50% built out and the commercial development areas are around 80% built out although land is still available for future development. 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 which 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

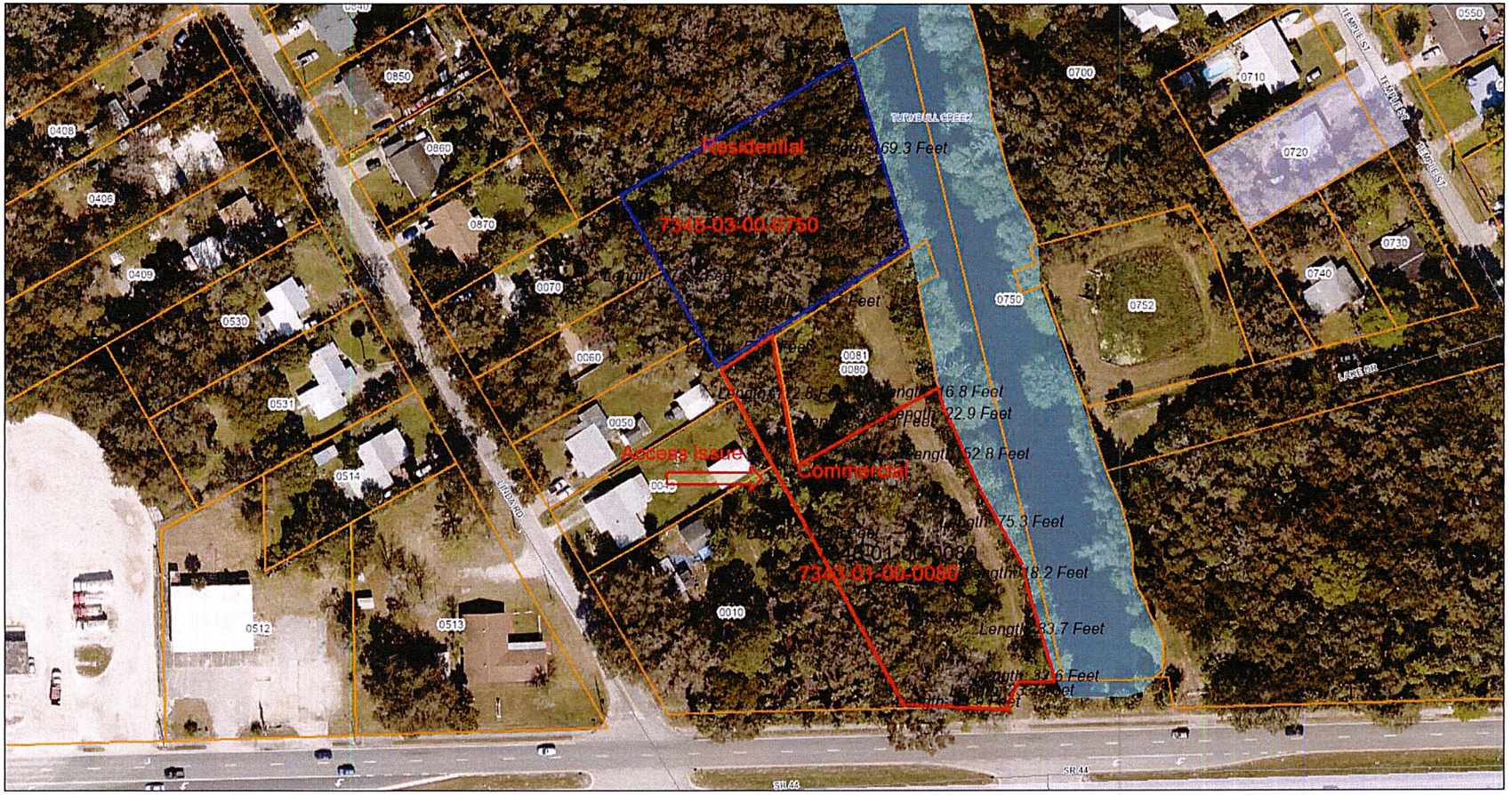
Location: The subject is located North Side of SR 44. Access is provided to the site by a SR 44. SR 44 is a paved 4 lane East and West main commercial artery providing access to I –95 the main North and South highway providing access to the state of Florida.

Size/Shape: The topography generally level to rolling and nearly 100% wooded. The site is a irregular parcel and contains 2.13 ± acres Per Volusia County Property Appraiser plat maps. No survey was supplied to the appraiser. All figures were estimated by on line public records sources. The plat maps indicated around .52 acres of which is submerged unusable land. The land was not identified as wetlands on the National Wetlands Inventory Map. The uplands portion is estimated at 1.61±. A survey would be required to determine exact calculations. No survey was supplied to the appraiser. All figures were estimated by on line sources.

Zoning: It has joint zoning the south 70,000± square feet is zoned B-4CA General Commercial. The northerly 22,400± square feet appear to be zoned R-4CA Urban Single Family Residential. Future Land use is UMI URBAN MEDIUM INTENSITY & ESC – Environmental Systems Corridor. No zoning information was supplied to the client. Zoning and Future Land Use were estimated from public records. According to the Future land Use which is primarily intended for residential development however review of the zoning and Future uses and considering the subjects location along SR 44 which is a commercial corridor there is an allowance for commercial neighborhood business development.

The following illustration depicts potential access issues with future development. As can be seen the area lined in red is the commercial section of the parcel and the section lined in blue is the residential zoned section of the parcel. The access to the residential zoned land and the small area between the commercial and residential zoned land is estimated at 17± liner feet bring into consideration of access to the remaining commercial zoned land and the northerly residential zoned area of the parcel. In order to develop the Northerly portion of the site. According to the Future land Use which is primarily intended for residential development however there is an allowance for commercial neighborhood business development within this classification. As a general assumption the access is estimated to be sufficient to access the northerly portion of the site and that some type of commercial development would be permitted.

Volusia County Property Appraiser



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Parcel
Override 1
Lines
Override 1
Override 2
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

Utilities: There are currently no utilities connected to the site. All available services would need to be run to the site. On site well and septic systems are also typical of the area and are not considered to impact the site

Access: Access would be provided to the site SR 44.

Wetlands: No wetlands indicated on the National Wetlands Inventory Map. However, an estimated .52 ± are submerged lands. Would require survey to determine exact areas.

IMPROVEMENTS: None

HIGHEST AND BEST USE: The Highest and Best Use as vacant would be for some type of commercial use as allowed by zoning, planning regulations, any environmental constraints and demand by the market. Refer to site and zoning section of report. This report makes the general assumption that the site can be improved with a commercial use).

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.

Wetlands

The subject and Sale 1 had a varying degree of wetlands. The subject was analyzed on a price per upload and the wetlands were accounted for in the uplands analysis.

Sales Considered

The appraiser identified several sales during investigation some of the sales were eliminated and the best three indicators of value were used in our analysis.

Element	Subject	Sale 1		Sale 2		Sale 3		Sale 4		Sale 5	
Location	SR 44	511 N. Ridgewood		Canal Street		1104 Canal Street		1401 Canal Street		340 N. Ridgewood	
	New Smyrna Beach	Edgewater		New Smyrna Beach		New Smyrna Beach		New Smyrna Beach		Edgewater	
Tax Key		3889398		3809041		3810953		3809467		3892534	
Or. Bk/Pg		8537/2495		8667/4309		8494/1264		8554/1851		8667/3346	
Total UpLand Area S.F.	70,000	46,400		13,172		27,843		22,444		57,185	
Use	Commercial	Commercial		Commercial		Commercial		Commercial		Commercial	
Sale Price		$325,000	ADJ.	$85,000	ADJ.	$270,000	ADJ.	$265,000	ADJ.	$275,000	ADJ.
Sale Price Per SF Land		$7.00		$6.45		$9.70		$11.81		$4.81	
Property Rights Conveyed	Fee Simple	Fee Simple	0%	Fee Simple	0%	Fee Simple	0%	Fee Simple	0%	Fee Simple	0%
Adjusted Sales Price		$325,000		$85,000		$270,000		$265,000		$275,000	
Financing Terms		Market	0%	Market	0%	Market	0%	Market	0%	Market	0%
Adjusted Sales Price		$325,000		$85,000		$270,000		$265,000		$275,000	
Conditions of Sale		Arm's Length	0%	Arm's Length	0%	Arm's Length	0%	Arm's Length	0%	Arm's Length	0%
Adjusted Sales Price		$325,000		$85,000		$270,000		$265,000		$275,000	
Sale Date	8/8/2025	3/19/2024	0.00%	2/24/2025		10/5/2023		3/22/2023		5/2/2024	
Market Conditions	0	1.4		0.5	0%	1.8	0%	2.4	0%	1.3	0%
Adjusted Sales Price		$325,000		$85,000		$270,000		$265,000		$275,000	
Adjusted Sale Price		$325,000		$85,000		$270,000		$265,000		$275,000	
Adjusted Sale Price/Acre		$7.00		$6.45		$9.70		$11.81		$4.81	
Other Adjustments											
Location	Good	Good	0	Good	0	Good	0	Good	0	Good	0
Size Upland Acres	70,000	46,400	0	13,172	-	27,843	-	22,444	-	57,185	0
Access/Frontage	Average	Average	0	Average	0	Average	0	Average	0	Average	0
Zoning	Commercial	Commercial	0	Commercial	0	Commercial	0	Commercial	0	Commercial	0
Topography	Rolling/Wooded	Cleared	-	Similar	0	Cleared	-	Cleared	-	Cleared	-
Utility	Average	Average	0	Average	0	Average	0	Average	0	Average	0
Shape	Irregular	Regular	-	Rectangular	0	Triangular	0	Irregular	0	Irregular	0
Street Frontage	1	1	0	1	0	2	-	2	-	2	-
		$7.00		$6.45		$9.70		$11.81		$4.81	
		Weight	25%	Weight	20%	Weight	20%	Weight	20%	Weight	25%
			$1.75		$1.29		$1.94		$2.36		$1.20

INDICATED SUBJECT VALUE	
High	11.81
Low	4.81
Mean	7.95
Median	7.00
Weighted Average	4.98

	70,000	@	$5.00	Per Acre	$350,000
	Reconciled Value:				$350,000

ADJUSTMENTS

SALE 1 - $7.00 per S.F. 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:

Topography: The subject is heavily wooded and wood require clearing prior to development. Sale 1 is cleared and would indicate a higher unit value warranting a minus adjustment.

Shape: The subject's shape is considered inferior to Sale 1 warranting a minus adjustment.

Overall, this sale's index price is felt to be more than what the subject should expect.

SALE 2 - $6.45 per S.F. 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 much larger than Sale 2. Typically, a smaller similar property will sell for a higher unit value therefore Sale 2 warranted a minus adjustment. Overall, this sale's index price is felt to be slightly higher to what the subject should expect.

Shape: The subject's shape is considered inferior to Sale 1 warranting a minus adjustment.

Overall, this sale's index price is felt to be more than what the subject should expect.

SALE 3 - $9.70 per S.F. 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 much larger than Sale 3. Typically, a smaller similar property will sell for a higher unit value therefore Sale 3 warranted a minus adjustment.

Topography: The subject is heavily wooded and wood require clearing prior to development. Sale 3 is cleared and would indicate a higher unit value warranting a minus adjustment.

Street Frontage: The subject has one street frontage. Sale 3 has 2 street frontage warranting a minus adjustment.

Overall, this sale's index price is felt to be more than what the subject should expect.

SALE 4 - $11.81 per S.F. 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 much larger than Sale 4. Typically, a smaller similar property will sell for a higher unit value therefore Sale 4 warranted a minus adjustment.

Topography: The subject is heavily wooded and wood require clearing prior to development. Sale 4 is cleared or mostly cleared and would receive a higher unit value warranting a minus adjustment.

Street Frontage: The subject has one street frontage. Sale 4 has 2 street frontage warranting a minus adjustment.

Overall, this sale's index price would be more than what the subject should expect.

SALE 5 - $4.81 per S.F. 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:

Topography: The subject is heavily wooded and wood require clearing prior to development. Sale 5 is cleared or mostly cleared and would receive a higher unit value warranting a minus adjustment.

Street Frontage: The subject has one street frontage. Sale 5 has 2 street frontage warranting a minus adjustment.

Overall, this sale's index price would be somewhat similar 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:

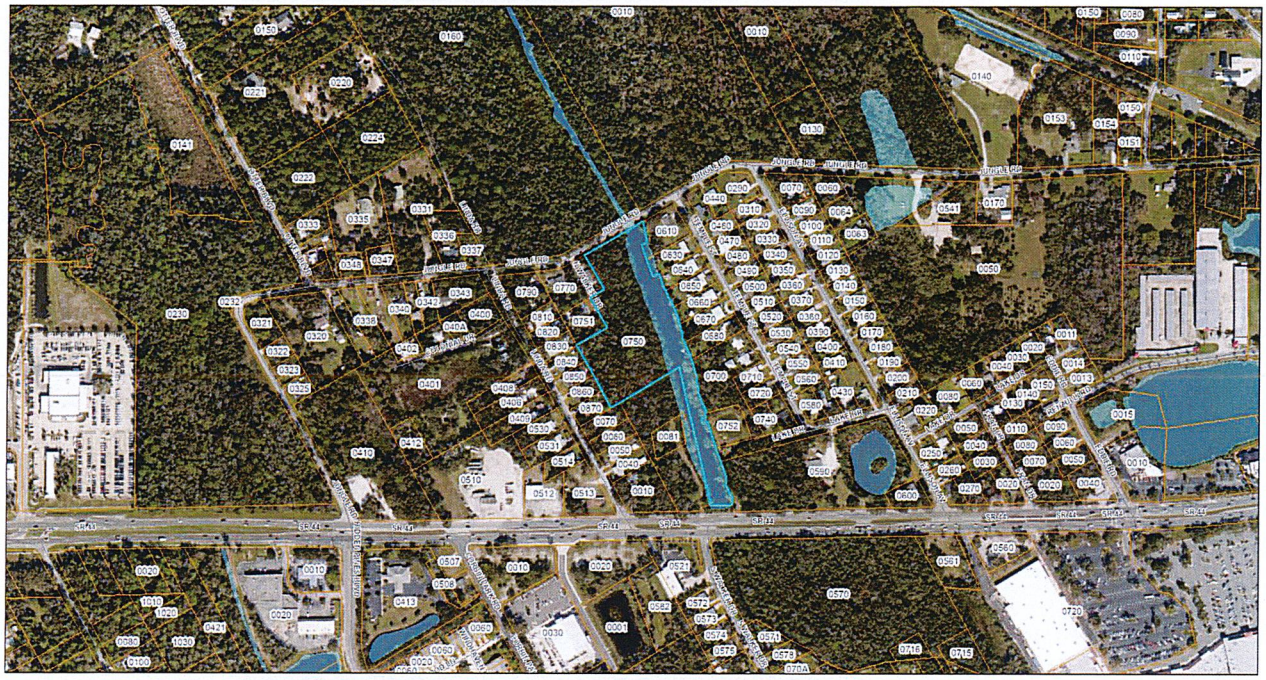
70,000 Square Feet @ $5.00/ AC = **$350,000 (R)**

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 **$350,000.**

SUBJECT LOCATION MAP

Volusia County Property Appraiser



8/18/2025, 11:29:15 PM

Parcel | Parcel Text | Water Bodies

Streets | Water Body Names | 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

AERIAL OF SUBJECT PROPERTY



B-4 GENERAL COMMERCIAL CLASSIFICATION

Purpose and intent: The purpose and intent of the B-4 General Commercial Classification is to encourage the development of intensive commercial areas providing a wide range of goods and services, and located adjoining at least one major collector or arterial road. The B-4 classification is intended to be applied to existing or developing strip retail areas which, because of the nature of existing development, are not appropriate for inclusion in the B-3 Shopping Center Classification.

Permitted principal uses and structures: In the B-4 General Commercial Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

Art, dance, modeling and music schools.

Auction parlors.

Automobile, bicycle, boat, mobile home, motorcycle, recreational vehicle, trailer and light truck sales or rental establishments and the service thereof, when said service is performed as an accessory use to the principal use of sales or rental. (Ord. No. 98-25, § VII, 12-17-98)

Automobile driving schools.

Automobile service station, types A and C. (Ord. No. 84-1, § XXXI, 3-8-84)

Barber and beauty shops.

Bars and liquor stores.

Bowling alleys.

Catering services.

Communication towers not exceeding 70 feet in height above ground level. (Ord. No. 97-19, § II, 8-7-97)

Convenience stores with more than eight vehicular service positions per fuel dispenser island. (Ord. No. 2004-20, § V, 12-16-04)

Cultural art centers. (Ord. No. 92-6, § XXXVI, 6-4-92)

Day care centers (refer to subsection 72-293(6)). (Ord. No. 2004-20, § V, 12-16-04)

Dental laboratories. (Ord. No. 90-34, § 33, 9-27-90)

Employment agencies.

Essential utility services. (Ord. No. 84-1, § III, 3-8-84)

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. (Ord. No. 84-1, § III, 3-8-84; Ord. No. 89-20, § VI, 6-20-89; Ord. No. 90-34, § 33, 9-27-90)

Exempt landfills (refer to subsection 72-293(16)). (Ord. No. 89-20, § VI, 6-20-89; Ord. No. 90-34, § 33, 9-27-90)

Financial institutions.

Fire stations. (Ord. No. 92-6, § XXXVI, 6-4-92)

Funeral homes.

Game rooms or arcades for pool, billiards, pinball machines, jukeboxes or other coin-operated amusements.

General offices. (Ord. No. 82-20, § VIII, 12-9-82; Ord. No. 84-1, § XXVI, 3-8-84)

Government-sponsored civic centers. (Ord. No. 92-6, § XXXVI, 6-4-92)

Hardware/home improvement retail center. (Ord. No. 98-25, § VII, 12-17-98; Ord. No. 2004-20, § V, 12-16-04)

Health clubs or spas. (Ord. No. 2004-20, § V, 12-16-04)

Household moving center. (Ord. No. 90-34, § 33, 9-27-90)

Houses of worship. (Ord. No. 2004-20, § V, 12-16-04)

Laundry and dry-cleaning establishments.

Libraries. (Ord. No. 92-6, § XXXVI, 6-4-92)

Medical and dental clinics. (Ord. No. 2004-20, § V, 12-16-04)

Museums. (Ord. No. 92-6, § XXXVI, 6-4-92)

Nightclubs.

Outdoor entertainment event (refer to section 10-31 et seq., article II, Code of Ordinances of the County of Volusia). (Ord. No. 94-4, § XXXVIII, 5-5-94; Ord. No. 2002-22, § IX, 11-7-02)

Pawnshops.

Pest exterminators.

Private clubs. (Ord. No. 84-1, § XXXI, 3-8-84)

Public schools. (Ord. No. 92-6, § XXXVI, 6-4-92)

Publicly owned parks and recreational areas. (Ord. No. 92-6, § XXXVI, 6-4-92)

Publicly owned or regulated water supply wells. (Ord. No. 92-6, § XXXVI, 6-4-92)

Recycling collection center. (Ord. No. 90-34, § 33, 9-27-90)

Restaurants, types A and B. (Ord. No. 84-1, § XXXI, 3-8-84)

Retail plant nursery. (Ord. No. 84-1, § XXXI, 3-8-84)

Retail sales and services. (Ord. No. 84-1, § XXXI, 3-8-84)

Retail specialty shops.

Sweepstakes centers (refer to subsection 72-290(12)). (Ord. No. 2011-06, § II, 3-17-11)

Tailors.

Taxicab stands.

Theaters.

Travel agencies.

Veterinary clinics.

(Ord. No. 84-1, § XXXI, 3-8-84; Ord. No. 87-14, § V, 6-18-87; Ord. No. 98-25, § VII, 12-17-98)

Permitted special exceptions: Additional regulations/requirements governing permitted special exceptions are located in sections 72-293 and 72-415 of this article. (Ord. No. 90-34, § 33, 9-27-90)

Communication towers exceeding 70 feet in height above ground level. (Ord. No. 97-19, § II, 8-7-97)

Cemeteries (refer to subsection 72-293(4)). (Ord. No. 2004-20, § V, 12-16-04)

Bicycle motorcross tracks.

Bus stations.

Car washes.

Curb market. (Ord. No. 84-1, § XXXI, 3-8-84)

Excavations only for stormwater retention ponds for which a permit is required by this article. (Ord. No. 84-1, § VII, 3-8-84; Ord. No. 89-20, § VII, 6-20-89)

Group homes (refer to subsection 72-293(12). (Ord. No. 90-34, § 33, 9-27-90)

Hotel/motel. (Ord. No. 84-1, § XXXI, 3-8-84)

Mini-warehouses (refer to subsection 72-293(5)).

Nursing homes, boardinghouses approved by the appropriate state agency (refer to subsection 72-293(12)). (Ord. No. 84-1, § XXXI, 3-8-84; Ord. No. 90-34, § 33, 9-27-90)

Outdoor entertainment and recreational uses and structures. (Ord. No. 92-6, § XXXVI, 6-4-92)

Professional or trade schools related to permitted uses (refer to section 817.00(b)).

Public uses not listed as a permitted principal use. (Ord. No. 92-6, § XXXVI, 6-4-92)

Public utility uses and structures (refer to subsection 72-293(1)). (Ord. No. 84-1, § III, 3-8-84)

Schools, parochial or private (refer to subsection 72-293(4)).

Only one single-family dwelling for the owner or manager of an existing permitted principal use. (Ord. No. 84-1, §§ XXX, XXXI, 3-8-84)

(Ord. No. 2004-20, § V, 12-16-04)

Dimensional requirements:

Minimum lot size:

Area: One acre. (Ord. No. 90-34, § 33, 9-27-90; Ord. No. 2004-20, § V, 12-16-04)

Width: 150 feet. (Ord. No. 90-34, § 33, 9-27-90; Ord. No. 2004-20, § V, 12-16-04)

Minimum yard size:

Front yard: 35 feet.

Side and rear yard: Ten feet unless abutting an agricultural, conservation, residential or mobile home zoned property, then 35 feet. (Ord. No. 98-25, § VII, 12-17-98; Ord. No. 2022-1, § I(Exh. A), 1-18-22)

Waterfront yard: 25 feet. (Ord. No. 82-20, § XIII, 12-9-82; Ord. No. 90-34, § 33, 9-27-90; Ord. No. 94-4, § XXXVIII, 5-5-94)

Maximum building height: 45 feet.

Maximum lot coverage: The total lot area covered with principal and accessory buildings shall not exceed 35 percent.

Off-street parking and loading requirements: Off-street parking and loading areas meeting the requirements of section 72-286 shall be constructed. (Ord. No. 90-34, § 33, 9-27-90)

Landscape buffer requirements: Landscaped buffer areas meeting the requirements of section 72-284 shall be constructed.

Final site plan requirements: Final site plan approval meeting the requirements of division 3 of the Land Development Code [article III] is required. (Ord. No. 82-20, § X, 12-9-82; Ord. No. 88-2, § IV, 1-19-88)

(Ord. No. 2004-20, § V, 12-16-04; Ord. No. 2021-34, § I(Exh. A), 12-14-21)

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)

SALE 1

511 N. Ridgewood Ave



8/18/2025, 9:55:54 PM

Parcel

Streets

Parcel Text

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 1

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:	3889398
Parcel ID:	745001000040
Township-Range-Section:	17 - 34 - 50
Subdivision-Block-Lot:	01 - 00 - 0040
Owner(s):	PERRY TODD E - TE - Tenancy in the Entirety - 100% PERRY JENNIFER J - TE - Tenancy in the Entirety - 100%
Mailing Address On File:	341 N RIDGEWOOD AVE EDGEWATER FL 32132 1648
Physical Address:	511 N RIDGEWOOD AVE, EDGEWATER 32132
Building Count:	0
Neighborhood:	7465 - EDGEWATER- US HWY 1
Subdivision Name:	SHEPPARD & SANCHEZ GRANTS
Property Use:	1000 - VACANT COMM
Tax District:	604-EDGEWATER
2024 Final Millage Rate:	18.5435
Homestead Property:	No
Agriculture Classification:	No
Short Description:	W 232.25 FT MEAS ON S/L E OF US 1 LOT 4 SHEPPARD & SANCHEZ GRANT MB 3 PG 137 PER 5252 PGS 4878-4879 PER OR 5519 PG 3802 PER OR 5981 PGS 2261-2267 INC PER OR 6741 PG 1965 PER OR 853

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:	$278,400	$255,200	$255,200
Just/Market Value:	$278,400	$255,200	$255,200

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	$278,400	$278,400	$0	$278,400	1.5000	$417.60
0012	DISCRETIONARY	$278,400	$278,400	$0	$278,400	0.7480	$208.24
0011	REQ LOCAL EFFORT	$278,400	$278,400	$0	$278,400	3.0370	$845.50
0050	GENERAL FUND	$278,400	$278,400	$0	$278,400	3.2007	$891.07

SALE 1

2024	$255,200	$0	$255,200	$247,034	$0	$247,034	$0
2023	$255,200	$0	$255,200	$224,576	$0	$224,576	$0
2022	$243,600	$0	$243,600	$204,160	$0	$204,160	$0
2021	$185,600	$0	$185,600	$185,600	$0	$185,600	$0
2020	$185,600	$0	$185,600	$185,600	$0	$185,600	$0
2019	$185,600	$0	$185,600	$185,600	$0	$185,600	$0
2018	$169,360	$0	$169,360	$169,360	$0	$169,360	$0
2017	$169,360	$0	$169,360	$169,360	$0	$169,360	$0
2016	$162,400	$0	$162,400	$162,400	$0	$162,400	$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	1000-VACANT COMMERCIAL	N	S-SQUARE FEET			46,400			6.00	$278,400
								Total Land Value:		$278,400

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
8537 / 2495	2024063022	03/19/2024	WD-WARRANTY DEED	QUALIFIED	VACANT	$325,000
6741 / 1965	2012136646	07/06/2012	QC-QUIT CLAIM DEED	UNQUALIFIED	VACANT	$100
5981 / 2261	2006322139	12/27/2006	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$100
5519 / 3802	2005078245	03/23/2005	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	$315,000
5423 / 1447	2004266384	10/14/2004	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	$275,000
5252 / 4878	2004026142	01/29/2004	PR1-PERSONAL REP	UNQUALIFIED	IMPROVED	$72,500
4361 / 1976	1998203858	10/15/1998	CT-CERTIFICATE OF TITLE	UNQUALIFIED	IMPROVED	$100
3740 / 3439	1992053641	04/15/1992	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	$498,000
3740 / 3437	1992053640	04/15/1992	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	$100
3500 / 1078	1990093397	07/15/1990	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	$100
3478 / 0710	1990070896	05/15/1990	CT-CERTIFICATE OF TITLE	UNQUALIFIED	IMPROVED	$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,

SALE 2

Canal Street 3809041



8/18/2025, 10:04:03 PM

Parcel | Parcel Text | County Boundary

Address | Water Body Names

Streets | Water Bodies

1:564

0 0.01 0.01 0.02 mi

0 0.01 0.01 0.03 km

State of Florida, Maxar, Microsoft

ArcGIS Web AppBuilder
VCPA 2021

SALE 2

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:	3809041
Parcel ID:	741808310070
Township-Range-Section:	17 - 34 - 18
Subdivision-Block-Lot:	08 - 31 - 0070
Owner(s):	WOLF HOME BUYERS LLC - FS - Fee Simple - 100%
Mailing Address On File:	5840 RED BUG LAKE RD STE 545 WINTER SPRINGS FL 32708 5011
Physical Address:	CANAL ST, NEW SMYRNA BEACH 32168
Building Count:	0
Neighborhood:	7463 - CANAL ST- WEST OF HWY 1
Subdivision Name:	
Property Use:	1000 - VACANT COMM
Tax District:	601-NEW SMYRNA BEACH
2024 Final Millage Rate:	16.7933
Homestead Property:	No
Agriculture Classification:	No
Short Description:	LOT 7 & W 17 FT OF LOT 8 BLK 31 INWOOD NEW SMYRNA MB 4 PG 11 5 PER OR 2918 PG 1872 PER OR 7530 PG 3326 PER OR 7535 PG 462 5 PER OR 7633 PG 3151 PER OR 7691 PG 0399 PER OR 8667 PGS 43

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:	$48,407	$47,749	$46,102
Just/Market Value:	$48,407	$47,749	$46,102

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	$48,407	$48,407	$0	$48,407	1.5000	$72.61
0012	DISCRETIONARY	$48,407	$48,407	$0	$48,407	0.7480	$36.21
0011	REQ LOCAL EFFORT	$48,407	$48,407	$0	$48,407	3.0370	$147.01
0050	GENERAL FUND	$48,407	$48,407	$0	$48,407	3.2007	$154.94
	LAW	$48,407	$48,407	$0	$48,407	1.5994	$77.42

SALE 2

2021	$34,247	$0	$34,247	$34,247	$0	$34,247	$0
2020	$34,247	$0	$34,247	$34,247	$0	$34,247	$0
2019	$32,930	$0	$32,930	$32,874	$0	$32,874	$0
2018	$32,930	$0	$32,930	$29,885	$0	$29,885	$0
2017	$31,284	$0	$31,284	$27,168	$0	$27,168	$0
2016	$24,698	$0	$24,698	$24,698	$0	$24,698	$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	1000-VACANT COMMERCIAL	N	S-SQUARE FEET			13,172			7.35	$48,407
								Total Land Value:		$48,407

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
8667 / 4311	2025032015	02/18/2025	QC-QUIT CLAIM DEED	UNQUALIFIED	VACANT	$100
8667 / 4309	2025032014	02/18/2025	WD-WARRANTY DEED	QUALIFIED	VACANT	$85,000
7691 / 0399	2019089718	04/29/2019	QC-QUIT CLAIM DEED	MULTI-PARCEL	VACANT	$100
7633 / 3151	2018248422	05/23/2018	DC-DEATH CERTIFICATE		VACANT	$100
7530 / 3326	2018071859	04/05/2018	QC-QUIT CLAIM DEED		VACANT	$100
2918 / 1872		12/15/1986	QC-QUIT CLAIM DEED	UNQUALIFIED	VACANT	$100
7535 / 4625	2018080940	02/23/1982	QC-QUIT CLAIM DEED		VACANT	$156

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
LOT 7 & W 17 FT OF LOT 8 BLK 31 INWOOD NEW SMYRNA MB 4 PG 115 PER OR 2918 PG 1872 PER OR 7530 PG 3326 PER OR 7535 PG 4625 PER OR 7633 PG 3151 PER OR 7691 PG 0399 PER OR 8667 PGS 4309 THRU 4911 INC	601	17 - 34 - 18	08 - 31 - 0070	06-JAN-82

SALE 3

1104 Canal Stret



8/18/2025, 10:06:29 PM

Parcel
Streets
Parcel Text
County Boundary

1:564

0 0.01 0.01 0.02 mi
0 0.01 0.01 0.03 km

State of Florida, Maxar, Microsoft

ArcGIS Web AppBuilder
VCPA 2021

SALE 3

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:	3810953
Parcel ID:	741910000010
Township-Range-Section:	17 - 34 - 19
Subdivision-Block-Lot:	10 - 00 - 0010
Owner(s):	WEST CANAL STREET LLC - FS - Fee Simple - 100%
Mailing Address On File:	259 MINORCA BEACH WAY APT 701 NEW SMYRNA BEACH FL 32169 6042
Physical Address:	1104 CANAL ST, NEW SMYRNA BEACH 32168
Building Count:	0
Neighborhood:	7463 - CANAL ST- WEST OF HWY 1
Subdivision Name:	ARNOLD MB 19 PG 85
Property Use:	1000 - VACANT COMM
Tax District:	601-NEW SMYRNA BEACH
2024 Final Millage Rate:	16.7933
Homestead Property:	No
Agriculture Classification:	No
Short Description:	19-17-34 LOTS 1 2 & 3 & EXC ROAD ARNOLD SUB PER OR 5192 PG 2 997 PER OR 6651 PG 0632 PER OR 6873 PG 1656 PER OR 8494 PG 1 264

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:	$225,111	$222,048	$136,431
Just/Market Value:	$225,111	$222,048	$136,431

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	$225,111	$225,111	$0	$225,111	1.5000	$337.67
0012	DISCRETIONARY	$225,111	$225,111	$0	$225,111	0.7480	$168.38
0011	REQ LOCAL EFFORT	$225,111	$225,111	$0	$225,111	3.0370	$683.66
0050	GENERAL FUND	$225,111	$225,111	$0	$225,111	3.2007	$720.51
	LAW	$225,111	$225,111	$0	$225,111	1.5994	$360.04

SALE 3

2021	$101,349	$0	$101,349	$101,349	$0	$101,349	$0
2020	$101,349	$0	$101,349	$101,349	$0	$101,349	$0
2019	$97,451	$0	$97,451	$97,281	$0	$97,281	$0
2018	$97,451	$0	$97,451	$88,437	$0	$88,437	$0
2017	$92,578	$0	$92,578	$80,397	$0	$80,397	$0
2016	$73,088	$0	$73,088	$73,088	$0	$73,088	$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	1000-VACANT COMMERCIAL	N	S-SQUARE FEET			27,843			7.35	$225,111
									Total Land Value:	$225,111

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
8494 / 1264	2023250992	12/05/2023	WD-WARRANTY DEED	QUALIFIED	VACANT	$270,000
6873 / 1656	2013120553	06/12/2013	WD-WARRANTY DEED	QUALIFIED	VACANT	$87,000
6651 / 0632	2011193205	11/08/2011	QC-QUIT CLAIM DEED	UNQUALIFIED	VACANT	$100
5192 / 2997	2003268864	10/14/2003	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$77,500
4649 / 0651	2001034769	02/15/2001	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$45,000
4649 / 0648	2001034768	01/15/1997	PR-vcpa pr	UNQUALIFIED	VACANT	$10
3645 / 1864	1991073266	05/15/1991	QC-QUIT CLAIM DEED	UNQUALIFIED	VACANT	$100
1978 / 1583		05/15/1978	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$30,000
1016 / 0094		05/15/1968	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$4,000

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	Annexed
19-17-34 LOTS 1 2 & 3 & EXC ROAD ARNOLD SUB PER OR 5192 PG 2997 PER OR 6651 PG 0632 PER OR 6873 PG 1656	601	17 - 34 - 19	10 - 00 - 0010	06-JAN-82	2011

SALE 4

1401 Canal Street



8/18/2025, 10:08:10 PM

Parcel

Streets

Parcel Text

County Boundary

1:564

0 0.01 0.01 0.02 mi

0 0.01 0.01 0.03 km

State of Florida, Maxar, Microsoft

ArcGIS Web AppBuilder
VCPA 2021

SALE 4

4



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:	3809467
Parcel ID:	741900000290
Township-Range-Section:	17 - 34 - 19
Subdivision-Block-Lot:	00 - 00 - 0290
Owner(s):	TUCKER LEASING INC - FS - Fee Simple - 100%
Mailing Address On File:	806 S RIVERSIDE DR NEW SMYRNA BEACH FL 32168 7448
Physical Address:	1401 CANAL ST, NEW SMYRNA BEACH 32168
Building Count:	0
Neighborhood:	7463 - CANAL ST- WEST OF HWY 1
Subdivision Name:	
Property Use:	1000 - VACANT COMM
Tax District:	601-NEW SMYRNA BEACH
2024 Final Millage Rate:	16.7933
Homestead Property:	No
Agriculture Classification:	No
Short Description:	19-17-34 IRREG PARCEL IN W 1/2 OF NE 1/4 OF NW 1/4 S OF CANAL & N OF FEC RR & IN LOT 14 N OF NEW DELAND HWY HENRY T GIBSON SUB MB 8 PG 180 MEAS 188.38 FT ON S/L & MEAS 146.91 FT ON

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:	$214,452	$211,535	$204,240
Just/Market Value:	$214,452	$211,535	$204,240

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	$214,452	$214,452	$0	$214,452	1.5000	$321.68
0012	DISCRETIONARY	$214,452	$214,452	$0	$214,452	0.7480	$160.41
0011	REQ LOCAL EFFORT	$214,452	$214,452	$0	$214,452	3.0370	$651.29
0050	GENERAL FUND	$214,452	$214,452	$0	$214,452	3.2007	$686.40
	LAW	$214,452	$214,452	$0	$214,452	1.5994	$342.99

SALE 4

2021	$136,549	$0	$136,549	$136,549	$0	$136,549	$0
2020	$136,549	$0	$136,549	$136,549	$0	$136,549	$0
2019	$131,297	$0	$131,297	$131,297	$0	$131,297	$0
2018	$131,297	$0	$131,297	$131,297	$0	$131,297	$0
2017	$110,340	$0	$110,340	$95,822	$0	$95,822	$0
2016	$87,111	$0	$87,111	$87,111	$0	$87,111	$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	1000-VACANT COMMERCIAL	N	S-SQUARE FEET			22,444			7.35	$214,452
								Total Land Value:		$214,452

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
8384 / 0942	2023058906	03/22/2023	WD-WARRANTY DEED	QUALIFIED	VACANT	$265,000
7432 / 0332	2017152829	07/28/2017	WD-WARRANTY DEED	QUALIFIED	VACANT	$154,500
6843 / 2517	2013070556	04/02/2013	WD-WARRANTY DEED	QUALIFIED	VACANT	$65,000
4713 / 2000	2001143991	07/15/2001	PR-vcpa pr	UNQUALIFIED	VACANT	$195,000

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.

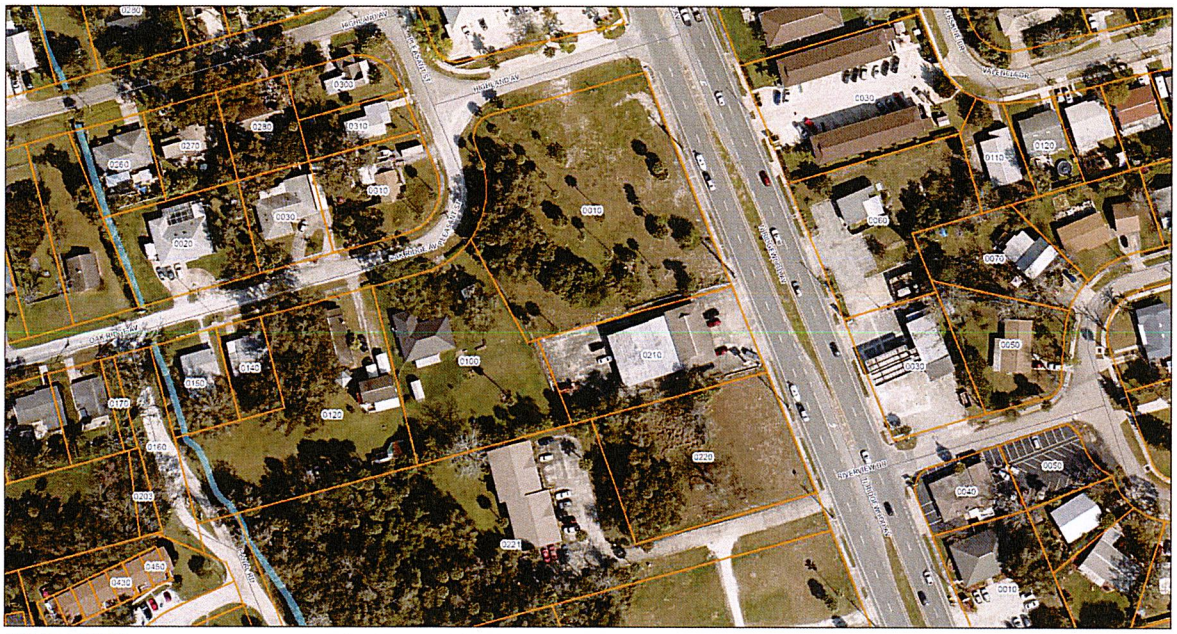
Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
19-17-34 IRREG PARCEL IN W 1/2 OF NE 1/4 OF NW 1/4 S OF CANAL & N OF FEC RR & IN LOT 14 N OF NEW DELAND HWY HENRY T GIBSON SUB MB 8 PG 180 MEAS 188.38 FT ON S/L & MEAS 146.91 FT ON W/L PER OR 4713 PG 2000 PER OR 6843 PG 2517 PER OR 7432 PG 0332 PER OR 8384 PG 0942	601	17 - 34 - 19	00 - 00 - 0290	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.

SALE 5

340 N Ridgewood Ave



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1:1,128

Parcel | Parcel Text | Water Bodies

Streets | Water Body Names | County Boundary

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 5

5

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:	3892534
Parcel ID:	745101050010
Township-Range-Section:	17 - 34 - 51
Subdivision-Block-Lot:	01 - 05 - 0010
Owner(s):	RST INVESTMENTS LLC - FS - Fee Simple - 100%
Mailing Address On File:	3154 EELS GROVE RD EDGEWATER FL 32141 6948
Physical Address:	340 N RIDGEWOOD AVE, EDGEWATER 32132
Building Count:	0
Neighborhood:	7465 - EDGEWATER- US HWY 1
Subdivision Name:	
Property Use:	1000 - VACANT COMM
Tax District:	604-EDGEWATER
2024 Final Millage Rate:	18.5435
Homestead Property:	No
Agriculture Classification:	No
Short Description:	LOTS 1 THRU 8 EXC RD ROW & INC TRIANGLE PARCEL IN LOT 9 BLK E MEAS 123.19 FT ON S/L & MEAS 202.67 FT ON E/L HIGHLAND SHO RES SEC 1 MB 9 PG 63 PER OR 1781 PG 1356 PER OR 2449 PG 1047

Property Values

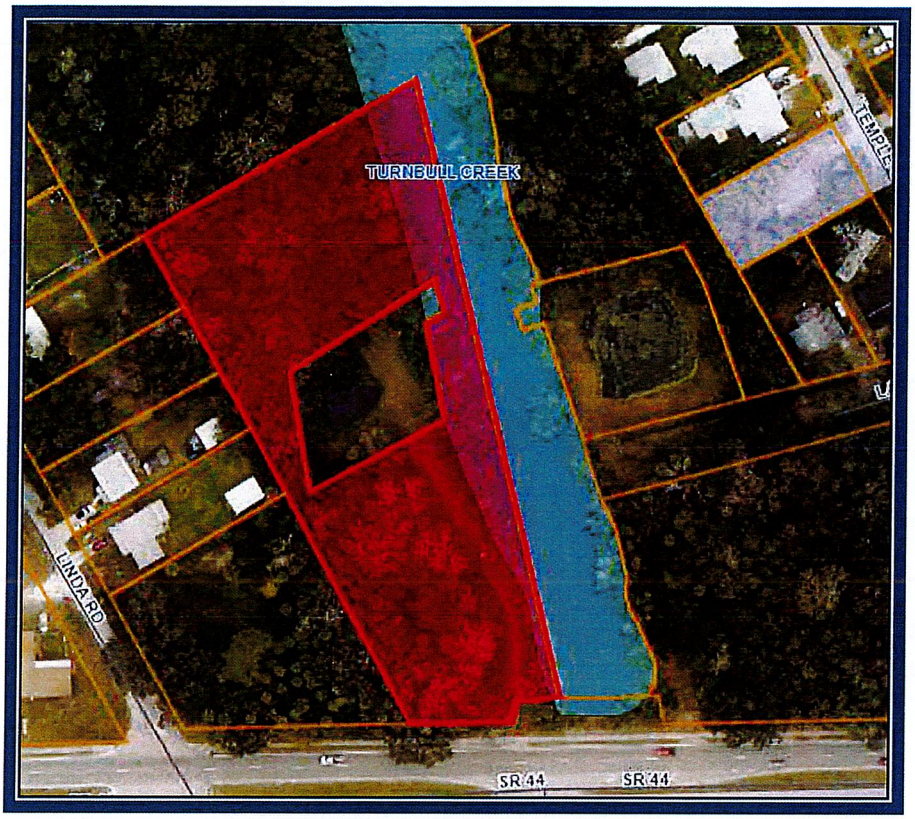
Tax Year:	2025 Working	2024 Final	2023 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	$0	$0	$0
Land Value:	$257,333	$235,888	$235,888
Just/Market Value:	$257,333	$235,888	$235,888

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	$257,333	$257,333	$0	$257,333	1.5000	$386.00
0012 DISCRETIONARY	$257,333	$257,333	$0	$257,333	0.7480	$192.49
0011 REQ LOCAL EFFORT	$257,333	$257,333	$0	$257,333	3.0370	$781.52
0050 GENERAL FUND	$257,333	$251,174	$6,159	$251,174	3.2007	$803.93
LAW	$257,333	$251,174	$6,159	$251,174	1.5994	$401.73

RESTRICTED APPRAISAL REPORT



1.61± ACRES UNIMPROVED LAND

TAX PARCEL #7343-01-00-0080
LOCATED ON THE N/S OF SR 44
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

MAY 5, 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 12, 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:

1.61± ACRES OF UNIMPROVED LAND

TAX PARCEL #7343-01-00-0080
N/S SR 44
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 May 5, 2025, was:

ESTIMATED "AS IS" MARKET VALUE

THREE HUNDRED FIFTY- FOUR THOUSAND DOLLARS

($354,000)

R. TODD HEFFINGTON, MAI
CERT. GEN. RZ 2368

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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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. None

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:	North side of SR 44, 2000 Block, just east of Linda Road, New Smyrna Beach, Volusia County, FL
Property Type Appraised:	Commercial/Residential Land
Current Owner(s) of Record:	Linda Ellison Minton
Parcel No(s):	7343-01-00-0080
Brief Legal Description:	LOT 8 EXC ST RD & EXC PARCEL ELLISON ACRES MB 8 PG 224 PER OR 1941 PG 0319 PER OR 2601 PG 0198
Property Rights Appraised:	Fee Simple
Effective Date/Date of Report:	May 5, 2025, May 12, 2025
Site Size:	1.61± Acres; 70,000± Sq. Ft. (Uplands); 0.52± Acres; 22,472± Sq. Ft. (Turnbull Creek)
Improvements:	None
Zoning:	B-4A, General Commercial, R-4A, Urban Single Family & RCA, Resource Corridor (Turnbull Creek), County of Volusia
Future Land Use Designation:	UMI, Urban Medium Intensity & ESC, Environmental Systems Corridor (Turnbull Creek)
Highest and Best Use "As If Vacant":	Commercial
Market Value Opinion "As Is":	$354,000
Cost Approach -	Not Processed
Income Approach -	Not Processed
Direct Sales Approach -	$354,000
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 May 5, 2025. The *date* of the report is May 12, 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

LOT 8 EXC ST RD & EXC PARCEL ELLISON ACRES MB 8 PG 224 PER OR 1941 PG 0319 PER OR 2601 PG 0198

[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.

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
7343-01-00-0080	$56,382	$43,940	$1,087.50

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 1.61± acres or 70,000± square feet of uplands zoned for commercial and residential use. The parcel is located on the north side of SR 44, just east of Linda Road, in New Smyrna Beach, Volusia County, Florida. In addition, the subject site also includes another 0.52± acres or 22,472± sq. ft. know as Turnbull Creek.

LAND USE PLANNING, ZONING, CONCURRENCY

The subject site is zoned B-4A, General Commercial, R-4A, Urban Single Family and RCA, Resource Corridor, by the County of Volusia. The B-4A classification permits a wide range of goods and services located on at least one major collector arterial road. The R-4A classification permits residential uses such as single family dwellings, cluster housing, zero lot line subdivisions, etc. The subject site is within the Airport Protection Overlay Zone, which has some height restrictions. The B-4A zoning classification requires a minimum site of one acre. The R-4A zoning classification requires a minimum site size of 7,500 square feet and a minimum width of 75 feet. The RCA zoning classification requires a minium site size of 25 acres. A copy of the B-4, R-4 zoning ordinance and RCA zoning ordinances are presented in the Addenda of this report. That portion of the subject site that is zoned RCA lies in Turnbull Creek and is unusable.

The County's Future Land designation, for the upland portion of the subject site, is UMI, Urban Medium Intensity. The UMI designation is primarily a residential designation but may allow neighborhood business areas and office development that meet the Comprehensive Plan's location criteria.

The commercial intensity shall be no more than a fifty percent Floor Area Ratio (0.50 FAR) and shall be limited in a manner to be compatible with the allowable residential density. In order to be considered compatible, the commercial development should reflect similar traffic patterns, traffic generation, building scale, landscaping and open space, and buffers. More intensive commercial use, other than neighborhood business areas, shall be reserved to areas designated for Commercial. 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 subject property and 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 commercial/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 commercial/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.

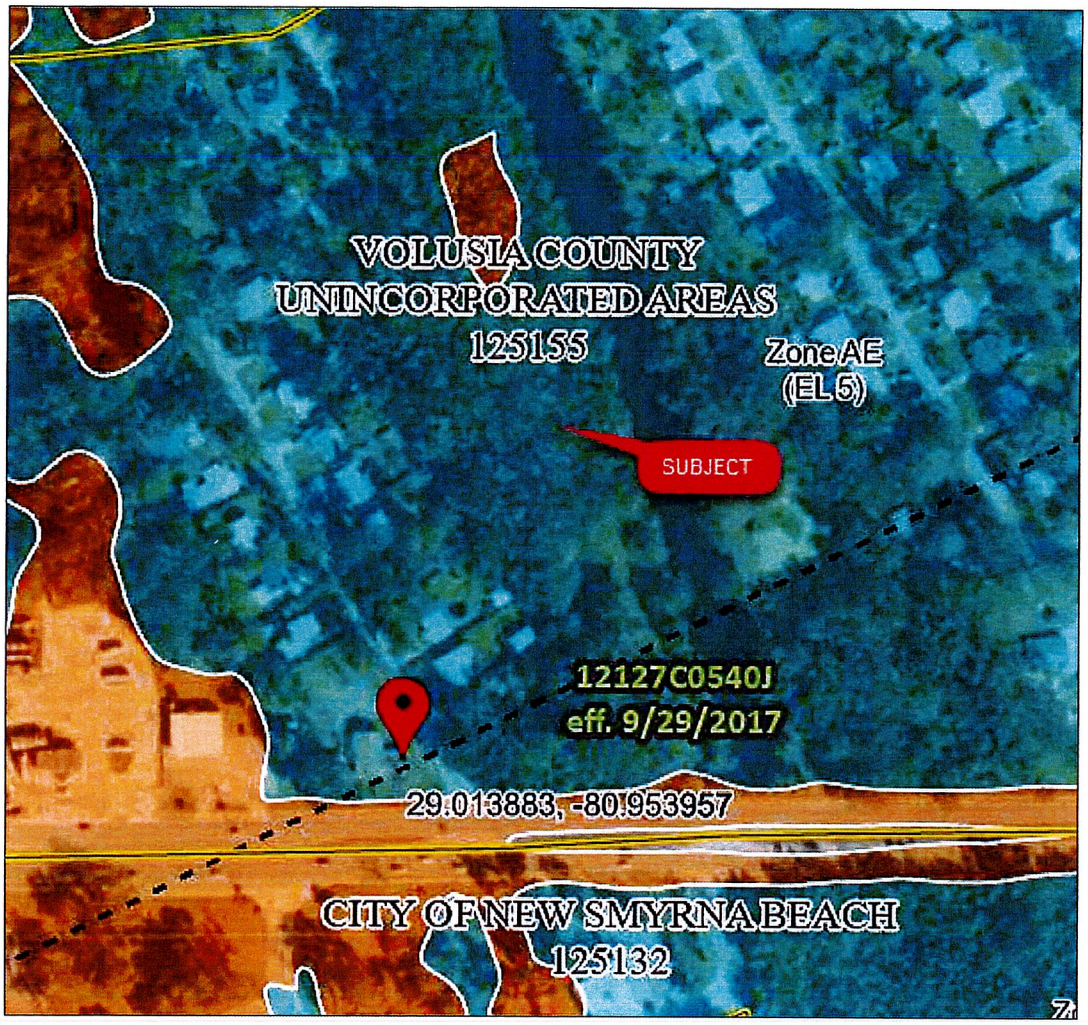
ESTIMATED EXPOSURE TIME

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.

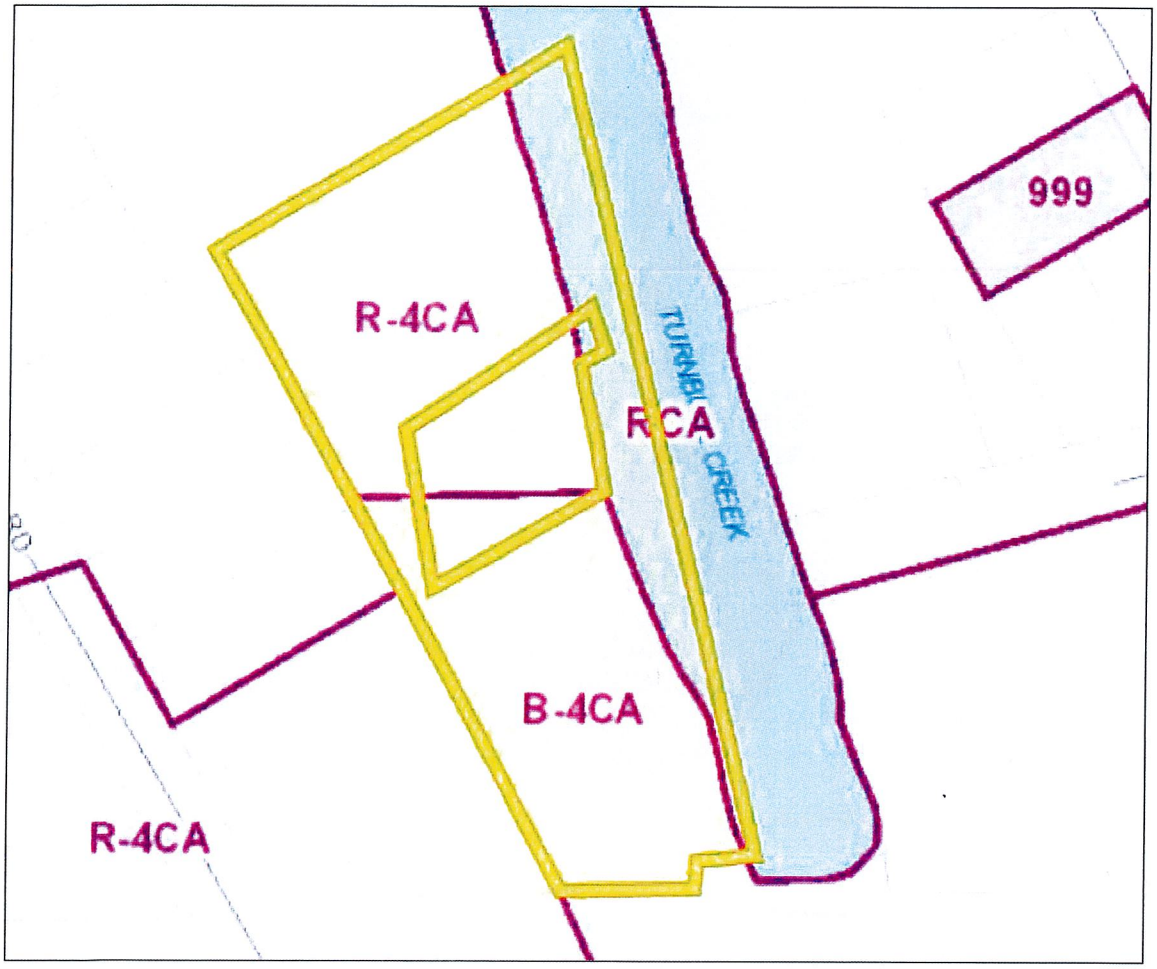
Steller Multiple Listing Service indicated that from June 1, 2024 until April 31, 2025 (eleven months), the average days on the market for unimproved residential land was approximately 2 months to closing and these properties sold at a list to sell ratio of 90.0 percent. The MLS Service indicated that from August 1, 2024 until April 31, 2025 (nine months), the average days on the market for unimproved commercial land was approximately 7 months to closing and these properties sold at a list to sell ratio of 85.0 percent. Therefore, we feel that with effective marketing and exposure, it may be possible for the subject to transfer within approximately 4 to 8 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

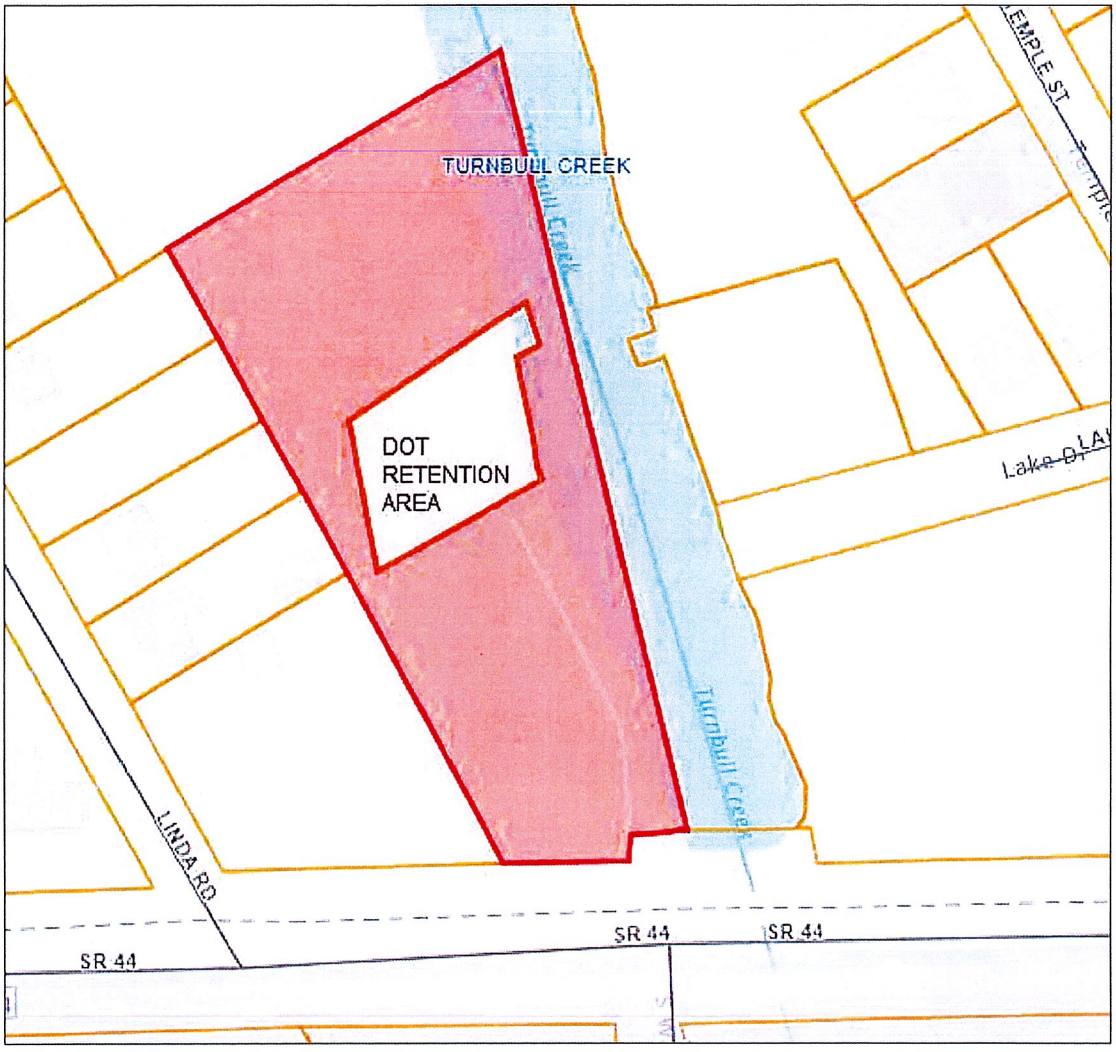

VOLUSIA COUNTY
UNINCORPORATED AREAS
125155
Zone AE
(EL 5)
SUBJECT
12127C0540J
eff. 9/29/2017
29.013883, -80.953957
CITY OF NEW SMYRNA BEACH
125132

ZONING MAP

B-4A, GENERAL COMMERCIAL, R-4A , URBAN SINGLE-FAMILY RESIDENTIAL
& RCA, RESOURCE CORRIDOR, VOLUSIA COUNTY



PROPERTY APPRAISER' PLAT



DESCRIPTION OF THE SITE

Location, Size, and Shape: The subject site is located on the north side of SR 44, just east of Linda Road, in New Smyrna Beach, Volusia County, Florida. The subject site is actually in unincorporated Volusia County. The site is slightly irregular and contains **1.61± acres** of uplands or 70,000± square feet. In addition, the subject site also contains another 0.52± acres or 22,472± Sq. Ft. know as Turnbull Creek that borders the subject's easterly boundary. The site has approximately 95 feet of frontage on SR 44 and an average depth 525± feet. The site has approximately 575 feet of frontage on Turnbull Creek. The Florida Department of Transportation owns and maintains a storm water retention area situated in the middle of the subject site. The retention area, because of its size and location restricts the overall usability of the subject property. Please refer to the previous page for visual orientation.

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: Vehicular access to the site is by way of SR 44, a four lane, asphalt paved, public right-of-way with sidewalks, street lights, underground drainage and center island esplanades. There is a center island cut on SR 44, in front of the subject, that would allow traffic to travel east and west from the site. North Walker Drive, a platted, unopened, shell topped trail, extends north from SR 44, along the subject site's easterly boundary line to a Department of Transportation retention area. The DOT uses this right-of-way to maintain the retention area. There is security gate and two curb cuts fronting the subject site on SR 44.

Developability: There is a Florida Department of Transportation storm water retention area located in the middle of the subject site. This site contains approximately 0.369 acres and restricts the developability of the subject property. Also, North Walker Drive borders subject's easterly boundary line and is used by the DOT to gain access to the storm water retention area. Any development of the subject property would have adhere to set-back requirements off of this road.

Topography And Drainage: The site is generally level and is heavily wooded. The National Wetlands Inventory Map indicates that only small portion of the subject site is classified as wetlands. The Volusia County Property Appraiser's record card indicates that a portion of the site is in Turnbull Creek. 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 is electricity available to the subject site. Public water is located on Linda Road, just west of the subject. 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 flood plains, rivers, lakes, and other bodies of water. There do not appear to be any jurisdictional wetlands except for Turnbull Creek.

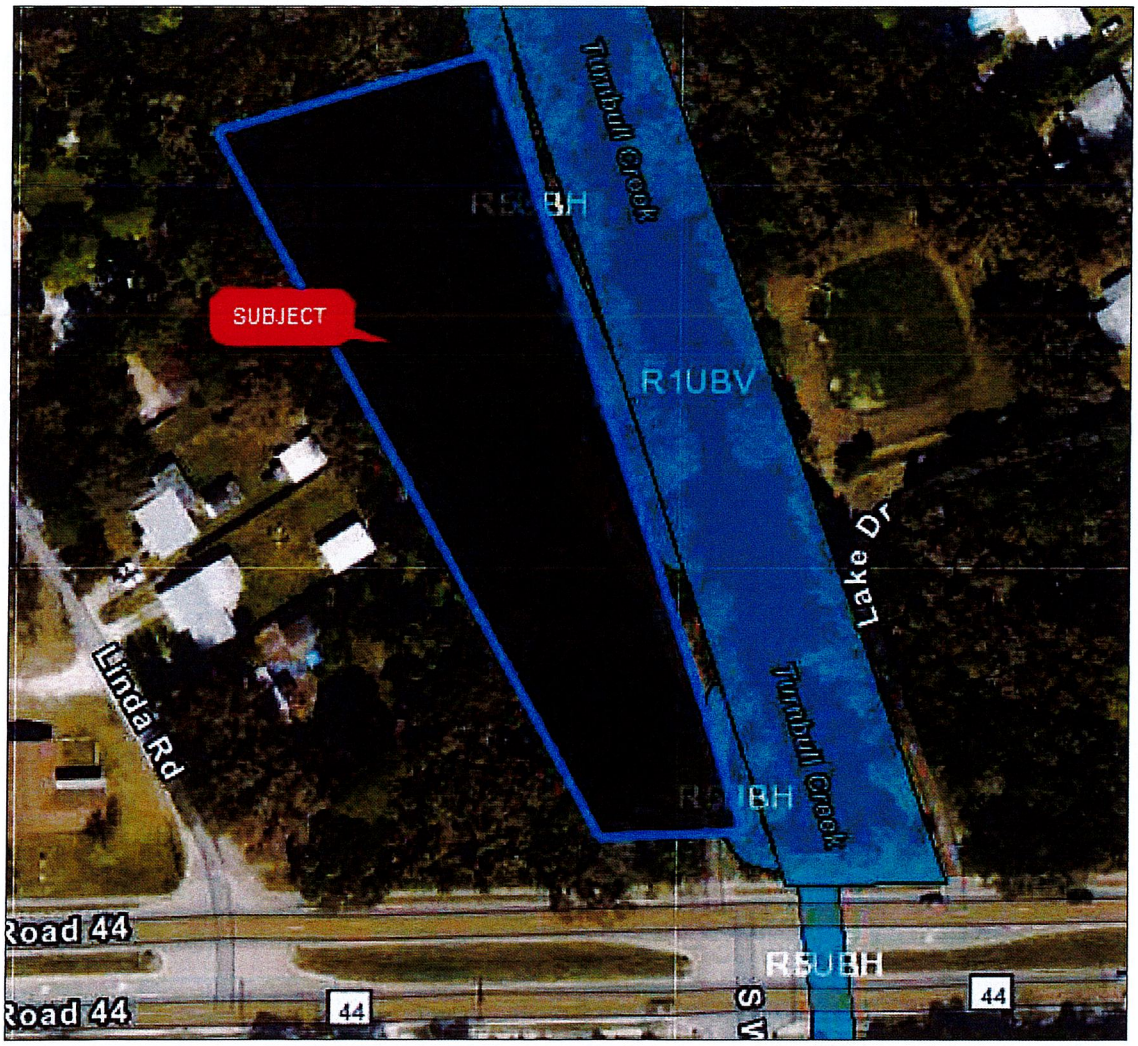
Easements, Encroachments, or Restrictions: Typical utility easements may apply. North Walker Drive, as it extends north from SR 44, appears to be a platted, public right-of-way. An up-to-date title search and survey is recommended.

Nearby Land Uses: Commercial uses along SR 44 and single family dwellings on side streets.

Highest and Best Use Estimate

As Vacant: Commercial; the entire site has a Future Land Use designation of UMI, Urban Medium Intensity, which permits multi-family and commercial development to a limited degree. Pleaser refer to a copy of description of the Urban Medium Intensity Future Land Use designation presented in the Addenda of this report.

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 square foot of land area,* which is generally recognized as the best means of relating small acreage tracts of commercial/residential land similar to the subject property.

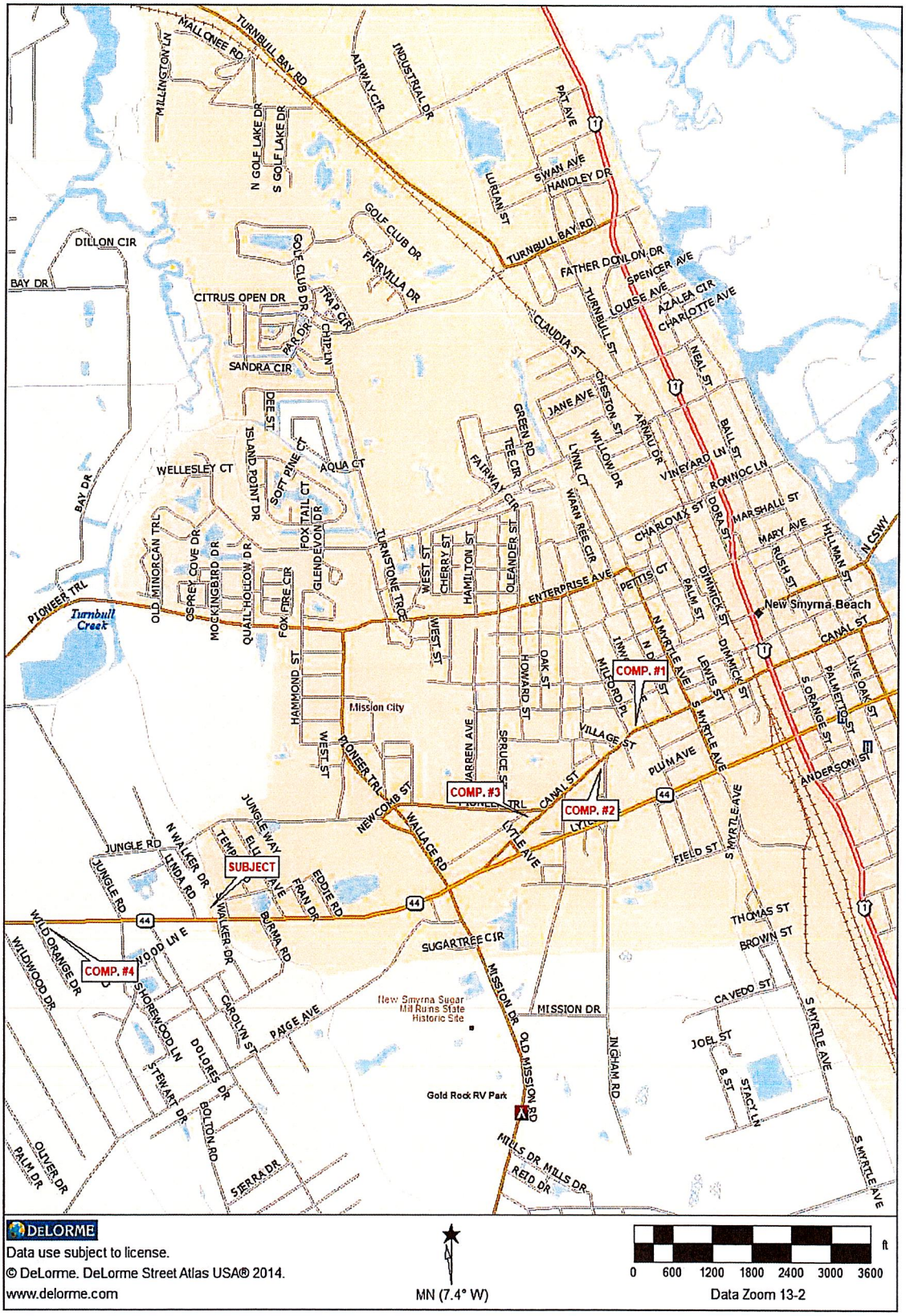
The sales/listing represent transactions which are considered comparable properties that represent valid indications of market activity and demand for this type of property in this locale. Though these transactions demonstrate a wide range in selling price per square foot of land area, they bracket the 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/LISTING ADJUSTMENT GRID

	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3	COMPARABLE NO. 4
SALES INFORMATION	2000 BLK., N/S SR 44	900 BLK CANAL STREET	1104 CANAL STREET	1401 CANAL STREET	2300 BLK. SR 44
PROPERTY ADDRESS	NEW SMYRNA BEACH	NEW SMYRNA BEACH	NEW SMYRNA BEACH	NEW SMYRNA BEACH	NEW SMYRNA BEACH
GRANTOR	LINDA ELLISON MINTON	SHIRLEY L. KENNEDY, TR.	LAMONT GARBER, LLC	DANICO FAMILY HOLDINGS, LLC	MICHAEL R. COATS, TR
GRANTEE	N/A	WOLF HOME BUYERS, LLC	WEST CANAL STREET, LLC	TUCKER LEASING, INC.	N/A
OR BK/PG	N/A	8667/4309	8494/1264	8384/942	N/A
SALE PRICE	N/A	$85,000	$270,000	$265,000	$925,000
PRICE/SQ. FT.	**$0.00**	**$6.45**	**$9.70**	**$11.81**	**$17.70**
PRIMARY ADJUSTMENTS					
PROPERTY RIGHTS	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE
ADJUSTMENT	0%	0%	0%	0%	0%
ADJUSTMENT PRICE/SQ. FT	$0.00	$6.45	$9.70	$11.81	$17.70
FINANCING	NORMAL	NORMAL	NORMAL	NORMAL	NORMAL
ADJUSTMENT	0%	0%	0%	0%	0%
ADJUSTED PRICE/SQ. FT.	$0.00	$6.45	$9.70	$11.81	$17.70
CONDITIONS OF SALE	NORMAL	NORMAL	NORMAL	NORMAL	NORMAL
ADJUSTMENT	0%	0%	0%	0%	0%
ADJUSTED PRIC/SQ. FT.	$0.00	$6.45	$9.70	$11.81	$17.70
SALE DATE	N/A	02/25	10/23	03/23	MATURE LISTING
ADJUSTMENT	0%	0%	0%	0%	-25%
ADJUSTED PRICE/SQ. FT.	**$0.00**	**$6.45**	**$9.70**	**$11.81**	**$13.27**
OTHER ADJUSTMENTS					
LOCATION	GOOD	GOOD	GOOD	GOOD	SUPERIOR
ADJUSTMENT	0%	0%	0%	0%	-5%
INGRESS/EGRESS	AVERAGE	AVERAGE	GOOD	GOOD	AVERAGE
ADJUSTMENT	0%	0%	-10%	-10%	0%
SIZE (SQ. FT.)	70,000	13,172	27,843	22,444	52,272
ADJUSTMENT	0%	-20%	-15%	-17%	-6%
SHAPE	SLIGHTLY IRREGULAR	RECTANGULAR	SLIGHTLY IRREGULAR	SLIGHTLY IRREGULAR	SLIGHTLY IRREGULAR
ADJUSTMENT	0%	0%	0%	0%	0%
TOPOGRAPHY	WOODED	WOODED	CLEARED/LEVEL	CLEARED/LEVEL	WOODED/PARTIAL WETLANDS
ADJUSTMENT	0%	0%	-10%	-10%	10%
UTILITIES	ELECT., WATER NEARBY	ELECT.	ALL AVAILABLE	ALL AVAILABLE	ELECT., SEWER
ADJUSTMENT	0%	0%	-10%	-10%	-5%
FLOOD ZONE	ZONE "AE"	ZONE "AE"	SHADED ZONE "X"	SHADED ZONE "X"	SHADED ZONE "X" & "AE"
ADJUSTMENT	0%	0%	-5%	-5%	-2.5%
DEVELOPABILITY	LIMITED	LIMITED	GOOD	GOOD	GOOD
ADJUSTMENT	0%	0%	-10%	-10%	-10%
ZONING	B-4A & R-4A, COUNTY	MU, NSB	B-3, NSB	B-3, NSB	PUD, NSB
ADJUSTMENT	0%	-10%	-10%	-10%	-10%
OTHER	N/A	N/A	N/A	N/A	N/A
ADJUSTMENT	0%	0%	0%	0%	0%
ADJUSTED PRIC/SQ. FT.	**$0.00**	**$4.52**	**$2.91**	**$3.31**	**$9.49**
				ADJUSTED MEAN	**$5.06**

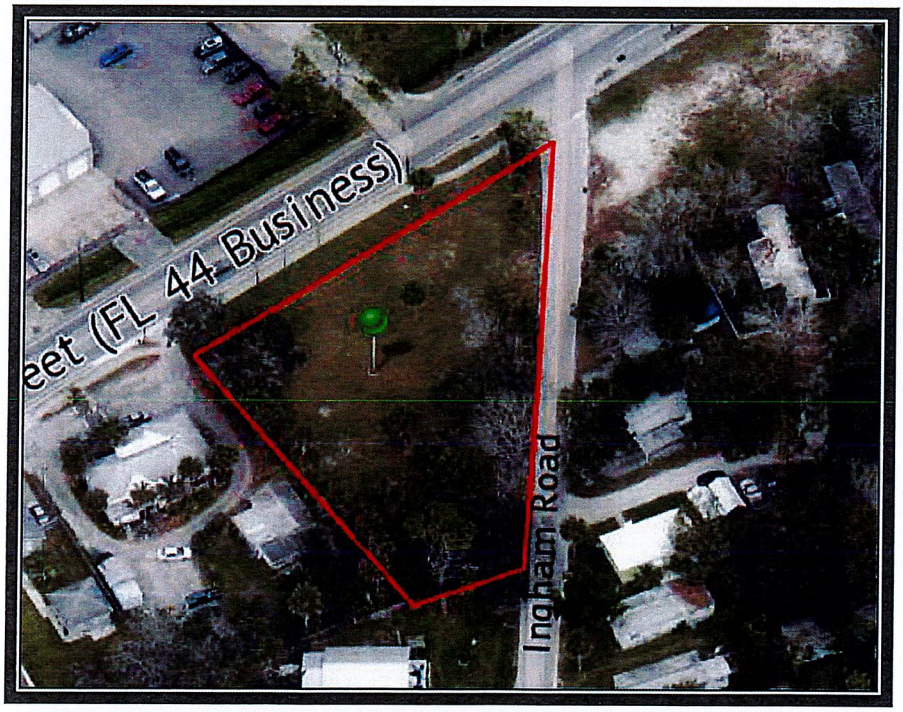
COMPARABLE LAND SALES/LISTING LOCATION MAP



COMPARABLE PHOTOGRAPHS - 1



COMPARABLE NO. 1 - 13,172 SQ. FT.
900 BLOCK CANAL STREET, NEW SMYRNA BEACH

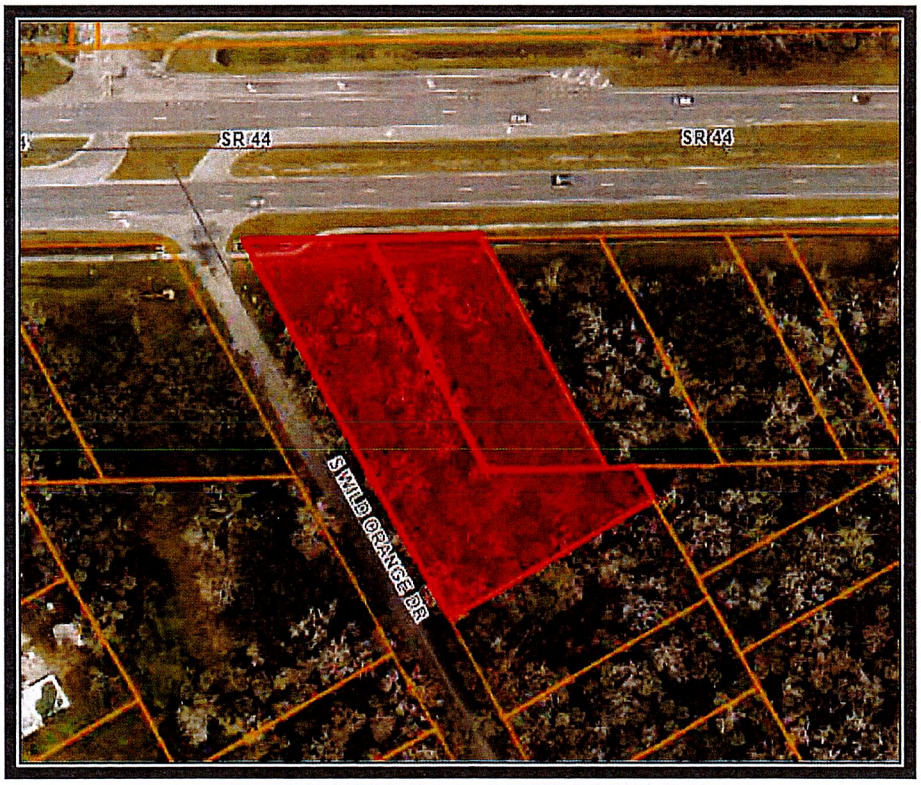


COMPARABLE NO. 2 - 27,843 SQ. FT.
1104 CANAL STREET, NEW SMYRNA BEACH

COMPARABLE PHOTOGRAPHS - 2



COMPARABLE NO. 3 - 22,444 SQ. FT.
1401 CANAL STREET, NEW SMYRNA BEACH



COMPARABLE NO. 4 - 52,272 SQ. FT.
2300 BLOCK, SR 44, NEW SMYRNA BEACH

ANALYSIS OF THE COMPARABLE LAND SALES/LISTING

Percentage adjustments to the comparable sales/listing 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 three sales and one listing of sites that are all zoned for commercial use. The three sales are located on Canal Street, east of the subject and the listing is located on SR 44, west of the subject site.

Comparable No. 1 sold in February, 2025 for $85,00 or $6.45 per square foot. This is a small commercial site that contains 13,172 square feet and is located on the north side of Canal Street. We adjusted this comparable downward for its smaller size and superior zoning.

Comparable No. 2 sold in October, 2023 for $270,000 or $9.70 per square foot. This site is located at the southwest corner of Canal Street and Ingham Road. The site contains 27,843 square feet and was cleared and level at the time of sale. We adjusted this comparable downward for its superior accessability, smaller size, topography, availability of utilities, superior flood zone rating, its superior potential for development and superior zoning classification.

Comparable No. 3 sold in March, 2023 for $265,000 or $11.81 per square foot. This site is located at the intersection of Canal Street and Pioneer Trail. The site contains 22,444 square feet and was cleared and level at the time of sale. We adjusted this comparable downward for its superior accessability, smaller size, topography, availability of utilities, superior flood zone rating, superior potential for development and its zoning classification.

Comparable No. 4 is a current listing of a commercial site located at the southeast corner of SR 44 and Wild Orange Drive. The site is listed for $925,000 or $17.70 per square foot and has been listed at that price for over a year and a half. The site contains 52,272 square feet, is heavily wooded and contains some environmentally sensitive wetlands. We adjusted this comparable downward because it is a listing as we have found listings of properties that have been on the market for over a year seldom sell at list price. We also adjusted this comparable downward for its superior location, smaller site size, availability of utilities, superior flood zone rating, superior potential for development and its zoning classification. An upward adjustment was made of its inferior topography.

The four comparables have been considered equally, more or less, in this analysis. Based on the above information, we consider an estimate of $5.06 per square foot of land area to be reasonable and appropriate. Calculations are provided below.

70,000± Sq. Ft. @ $5.06 Per Sq. Ft. = $354,200

R/T = $354,000

VALUE INDICATED BY DIRECT SALES COMPARISON APPROACH

THREE HUNDRED FIFTY- FOUR THOUSAND DOLLARS

($354,000)

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 May 5, 2025, was:

ESTIMATED "AS IS" MARKET VALUE

THREE HUNDRED FIFTY- FOUR THOUSAND DOLLARS

($354,000)

ADDENDA

ENGAGEMENT LETTER
VOLUSIA COUNTY PROPERTY APPRAISER'S RECORD CARD
B-4, VOLUSIA COUNTY GENERAL COMMERCIAL ZONING ORDINANCE
R-4, VOLUSIA COUNTY URBAN SINGLE FAMILY RESIDENTIAL ZONING ORDINANCE
R-C, VOLUSIA COUNTY RESOURCE CORRIDOR ZONING ORDINANCE
DESCRIPTION OF THE UMI, URBAN MEDIUM DENSITY LAND USE DESIGNATION
NEIGHBORHOOD MAP
QUALIFICATIONS OF THE APPRAISERS

Marty Concannon

From: Neibert, Ronald <RNeibert@cityofnsb.com>
Sent: Wednesday, April 2, 2025 9:10 AM
To: Marty Concannon
Subject: appraisals-New Smyrna Beach-Minton

Marty

Please prepare appraisals for the following properties:

734503000750 & 734301000080

The 0880 parcel on the Property Appraisers site is confusing. It shows a parcel within a parcel. The appraisal should be done on the surrounding parcel. If you have any questions, please call

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

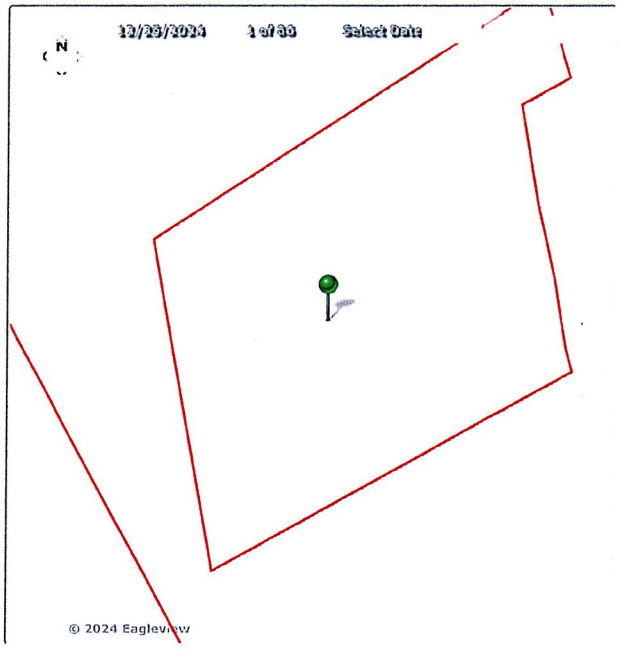
Stay on top of sales! Recent sales data now available for viewing on our website.

Volusia County Property Appraiser
Larry Bartlett, JD, CFA
We Value Volusia

Select Language

Summary | Tax Estimate | Permits | Map | Pictometry | Print

Alternate Key:	3728963
Parcel ID:	734301000080
Township-Range-Section:	17 - 33 - 43
Subdivision-Block-Lot:	01 - 00 - 0080
Physical Address:	CANAL ST, NEW SMYRNA BEACH 32168
Owner(s):	MINTON LINDA ELLISON - FS - Fee Simple - 100%
Mailing Address On File:	160 TEMPLE RD NEW SMYRNA BEACH FL 32168 *Update Mailing Address*
Building Count:	0
Neighborhood:	4068 - ELLISON ACRES MB 8 PG 224 *Neighborhood Sales*
Subdivision Name:	ELLISON ACRES
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 8 EXC ST RD & EXC PARCEL ELLISON ACRES MB 8 PG 224 PER O R 1941 PG 0319 PER OR 2601 PG 0198



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	0036-VAC CANAL 1	N	A-ACRE		1.5900				130,000	$103,350
									Total Land Value:	$103,350

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value

B-4 GENERAL COMMERCIAL CLASSIFICATION

Purpose and intent: The purpose and intent of the B-4 General Commercial Classification is to encourage the development of intensive commercial areas providing a wide range of goods and services, and located adjoining at least one major collector or arterial road. The B-4 classification is intended to be applied to existing or developing strip retail areas which, because of the nature of existing development, are not appropriate for inclusion in the B-3 Shopping Center Classification.

Permitted principal uses and structures: In the B-4 General Commercial Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

Art, dance, modeling and music schools.

Auction parlors.

Automobile, bicycle, boat, mobile home, motorcycle, recreational vehicle, trailer and light truck sales or rental establishments and the service thereof, when said service is performed as an accessory use to the principal use of sales or rental. (Ord. No. 98-25, § VII, 12-17-98)

Automobile driving schools.

Automobile service station, types A and C. (Ord. No. 84-1, § XXXI, 3-8-84)

Barber and beauty shops.

Bars and liquor stores.

Bowling alleys.

Catering services.

Communication towers not exceeding 70 feet in height above ground level. (Ord. No. 97-19, § II, 8-7-97)

Convenience stores with more than eight vehicular service positions per fuel dispenser island. (Ord. No. 2004-20, § V, 12-16-04)

Cultural art centers. (Ord. No. 92-6, § XXXVI, 6-4-92)

Day care centers (refer to subsection 72-293(6)). (Ord. No. 2004-20, § V, 12-16-04)

Dental laboratories. (Ord. No. 90-34, § 33, 9-27-90)

Employment agencies.

Essential utility services. (Ord. No. 84-1, § III, 3-8-84)

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. (Ord. No. 84-1, § III, 3-8-84; Ord. No. 89-20, § VI, 6-20-89; Ord. No. 90-34, § 33, 9-27-90)

Exempt landfills (refer to subsection 72-293(16)). (Ord. No. 89-20, § VI, 6-20-89; Ord. No. 90-34, § 33, 9-27-90)

Financial institutions.

Fire stations. (Ord. No. 92-6, § XXXVI, 6-4-92)

Funeral homes.

Game rooms or arcades for pool, billiards, pinball machines, jukeboxes or other coin-operated amusements.

General offices. (Ord. No. 82-20, § VIII, 12-9-82; Ord. No. 84-1, § XXVI, 3-8-84)

Government-sponsored civic centers. (Ord. No. 92-6, § XXXVI, 6-4-92)

Hardware/home improvement retail center. (Ord. No. 98-25, § VII, 12-17-98; Ord. No. 2004-20, § V, 12-16-04)

Health clubs or spas. (Ord. No. 2004-20, § V, 12-16-04)

Household moving center. (Ord. No. 90-34, § 33, 9-27-90)

Houses of worship. (Ord. No. 2004-20, § V, 12-16-04)

Laundry and dry-cleaning establishments.

Libraries. (Ord. No. 92-6, § XXXVI, 6-4-92)

Medical and dental clinics. (Ord. No. 2004-20, § V, 12-16-04)

Museums. (Ord. No. 92-6, § XXXVI, 6-4-92)

Nightclubs.

Outdoor entertainment event (refer to section 10-31 et seq., article II, Code of Ordinances of the County of Volusia). (Ord. No. 94-4, § XXXVIII, 5-5-94; Ord. No. 2002-22, § IX, 11-7-02)

Pawnshops.

Pest exterminators.

Private clubs. (Ord. No. 84-1, § XXXI, 3-8-84)

Public schools. (Ord. No. 92-6, § XXXVI, 6-4-92)

Publicly owned parks and recreational areas. (Ord. No. 92-6, § XXXVI, 6-4-92)

Publicly owned or regulated water supply wells. (Ord. No. 92-6, § XXXVI, 6-4-92)

Recycling collection center. (Ord. No. 90-34, § 33, 9-27-90)

Restaurants, types A and B. (Ord. No. 84-1, § XXXI, 3-8-84)

Retail plant nursery. (Ord. No. 84-1, § XXXI, 3-8-84)

Retail sales and services. (Ord. No. 84-1, § XXXI, 3-8-84)

Retail specialty shops.

Sweepstakes centers (refer to subsection 72-290(12)). (Ord. No. 2011-06, § II, 3-17-11)

Tailors.

Taxicab stands.

Theaters.

Travel agencies.

Veterinary clinics.

(Ord. No. 84-1, § XXXI, 3-8-84; Ord. No. 87-14, § V, 6-18-87; Ord. No. 98-25, § VII, 12-17-98)

Permitted special exceptions: Additional regulations/requirements governing permitted special exceptions are located in sections 72-293 and 72-415 of this article. (Ord. No. 90-34, § 33, 9-27-90)

Communication towers exceeding 70 feet in height above ground level. (Ord. No. 97-19, § II, 8-7-97)

Cemeteries (refer to subsection 72-293(4)). (Ord. No. 2004-20, § V, 12-16-04)

Bicycle motorcross tracks.

Bus stations.

Car washes.

Curb market. (Ord. No. 84-1, § XXXI, 3-8-84)

Excavations only for stormwater retention ponds for which a permit is required by this article. (Ord. No. 84-1, § VII, 3-8-84; Ord. No. 89-20, § VII, 6-20-89)

Group homes (refer to subsection 72-293(12). (Ord. No. 90-34, § 33, 9-27-90)

Hotel/motel. (Ord. No. 84-1, § XXXI, 3-8-84)

Mini-warehouses (refer to subsection 72-293(5)).

Nursing homes, boardinghouses approved by the appropriate state agency (refer to subsection 72-293(12)). (Ord. No. 84-1, § XXXI, 3-8-84; Ord. No. 90-34, § 33, 9-27-90)

Outdoor entertainment and recreational uses and structures. (Ord. No. 92-6, § XXXVI, 6-4-92)

Professional or trade schools related to permitted uses (refer to section 817.00(b)).

Public uses not listed as a permitted principal use. (Ord. No. 92-6, § XXXVI, 6-4-92)

Public utility uses and structures (refer to subsection 72-293(1)). (Ord. No. 84-1, § III, 3-8-84)

Schools, parochial or private (refer to subsection 72-293(4)).

Only one single-family dwelling for the owner or manager of an existing permitted principal use. (Ord. No. 84-1, §§ XXX, XXXI, 3-8-84)

(Ord. No. 2004-20, § V, 12-16-04)

Dimensional requirements:

Minimum lot size:

Area: One acre. (Ord. No. 90-34, § 33, 9-27-90; Ord. No. 2004-20, § V, 12-16-04)

Width: 150 feet. (Ord. No. 90-34, § 33, 9-27-90; Ord. No. 2004-20, § V, 12-16-04)

Minimum yard size:

Front yard: 35 feet.

Side and rear yard: Ten feet unless abutting an agricultural, conservation, residential or mobile home zoned property, then 35 feet. (Ord. No. 98-25, § VII, 12-17-98; Ord. No. 2022-1, § I(Exh. A), 1-18-22)

Waterfront yard: 25 feet. (Ord. No. 82-20, § XIII, 12-9-82; Ord. No. 90-34, § 33, 9-27-90; Ord. No. 94-4, § XXXVIII, 5-5-94)

Maximum building height: 45 feet.

Maximum lot coverage: The total lot area covered with principal and accessory buildings shall not exceed 35 percent.

Off-street parking and loading requirements: Off-street parking and loading areas meeting the requirements of section 72-286 shall be constructed. (Ord. No. 90-34, § 33, 9-27-90)

Landscape buffer requirements: Landscaped buffer areas meeting the requirements of section 72-284 shall be constructed.

Final site plan requirements: Final site plan approval meeting the requirements of division 3 of the Land Development Code [article III] is required. (Ord. No. 82-20, § X, 12-9-82; Ord. No. 88-2, § IV, 1-19-88)

(Ord. No. 2004-20, § V, 12-16-04; Ord. No. 2021-34, § I(Exh. A), 12-14-21)

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)

FUTURE LAND USE DESIGNATION

Urban Medium Intensity (UMI) - Areas that contain residential development at a range of greater than four (4) to eight (8) dwelling units per acre. The types of housing typically found in areas designated urban medium intensity include single family homes, townhouses and low-rise apartments.

The UMI designation is primarily a residential designation but may allow neighborhood business areas (see Shopping Center definition in Chapter 20) and office development that meet the Comprehensive Plan's location criteria. The commercial intensity shall be no more than a fifty percent Floor Area Ratio (0.50 FAR) and shall be limited in a manner to be compatible with the allowable residential density. In order to be considered compatible, the commercial development should reflect similar traffic patterns, traffic generation, building scale, landscaping and open space, and buffers.

More intensive commercial use, other than neighborhood business areas, shall be reserved to areas designated for Commercial. All requests for nonresidential uses within one- quarter (¼) mile of another jurisdiction shall require notification to that jurisdiction.

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

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

ORDINANCE NO. 24-26: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED, UPON SECOND READING AND PUBLIC HEARING, WOULD APPROVE A PROPOSED REZONING APPLICATION TO CHANGE THE CURRENT ZONING FROM CITY LIGHT INDUSTRY (I-1) TO CITY PUD ON APPROXIMATELY 11.37 ACRES OF LAND LOCATED ON THE EAST SIDE OF SOUTH MYRTLE AVENUE.

April 14, 2026

Background:

Applicant: Scott Cole, Development Manager, GBT Realty Corporation, 9010 Overlook Blvd., Brentwood, TN 37027

Property Owner: NSB 103 Development LLC, 1215 Gessner Drive, Houston TX 77055

Request: Rezoning from City Light Industrial (LI) to City PUD, to allow for development of a Shopping Center facility with two Outparcels for future development.

Site Information: 11.37 acres that are currently undeveloped and located on the East side of South Myrtle Avenue and immediately South of the State Road 44/Martin Luther King overpass. The 11 acre area is now part of a 103 acre Parent parcel that stretches from SR 44 South to 10th St., all on the Eastern side of So. Myrtle and abutting the FEC RR yard/tracks to the East. The requested 11 acre PUD parcel area will be subdivided out of the 103 acre Parent parcel along with this rezoning process. The subject property is shown on the **Exhibits A** and **B** Location and Aerial Maps.

Tax I.D. Number: 7419-23-00-0041 (entire 103 acre Parent parcel)

Exhibits Provided:
Exhibit A - Location Map
Exhibit B - Aerial Map
Exhibit C - Existing Zoning Map
Exhibit D - Proposed Zoning Map
Exhibit E - City Industrial Mixed Use FLU
Exhibit F - Proposed PUD MDA, with all proposed attachments
Exhibit G - Survey (Exhibit A of MDA)
Exhibit H - Proposed Conceptual Development Plan (CDP), 7 sheets (Exhibit B of MDA)
Exhibit I - Proposed Architectural Renderings, 11 Sheets total (Exhibit C of MDA)
Exhibit J - Landscape Plan, 1 Sheet (Exhibit D of MDA)
Exhibit K - Signage Plan, 4 Sheets (Exhibit E of MDA)

Exhibit L - Sketch Plat (Exhibit F of MDA)

Findings:

A. This rezoning application seeks to create a new Planned Unit Development (PUD) Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for this site, to allow for a new commercial Shopping Center facility on an 11.37 acre undeveloped and wooded site proposed to be subdivided out of an existing 103 acre Parent parcel. The MDA and CDP propose development in two Phases, with the first Phase to contain two buildings, one large one for two "Anchor" stores and smaller retail space, and a second stand-alone small retail space building. The second Phase would consist of two proposed one-acre Outparcels along the Northern Property Line (PL), and to be accessed from within the site only.

B. The existing 103 acre parcel site is shown on the **Exhibits C** and **D** Existing and Proposed Zoning Maps as being currently zoned City LI, Light Industrial, with the 11 acre subject/proposed parcel proposed in this application to be rezoned to PUD, in accordance with its Future Land Use (FLU) of Industrial Mixed Uses (IMU). The IMU FLU allows for a wide range of uses at its most intensive maximum capacities (as listed in the attached **Exhibit E** IMU FLU Section of the City Comprehensive Plan), for up to 40 dwelling units per acre and a Maximum Floor Area Ratio (FAR) of 6.5. This proposed 11 acre PUD has no residential component proposed, and with a Maximum 0.5 FAR proposed in the MDA and CDP, will not remotely approach that maximum IMU FAR. The larger remaining portion of the 103 acre IMU parcel to the South would still keep its current Light Industrial (LI) zoning. Any other portions of that area that would be proposed for development in the future would similarly also be required to request PUD zoning, in compliance with the provisions of the attached **Exhibit E** IMU text excerpt from the City Comprehensive Plan.

C. The total 103 acre IMU property from which this proposed rezoning area would be split out is now undeveloped and wooded, and was formerly owned by the Florida East Coast Railroad (FEC RR), which still maintains its working tracks and railyard separately from and along the eastern boundary of this total site. The site is similarly bounded by other distinct transportation routes on all other sides, with the primary one being the SR 44 four-lane highway to the north, which in this section is the Martin Luther King Overpass over the FEC RR tracks and its side slopes leading to that overpass bridge immediately adjacent and north of this site. Bordering to the south is 10th Street, a collector roadway maintained by Volusia County that extends from US 1 to the west and carries volumes of school traffic to the Middle and High Schools just west of this subject property. South Myrtle Avenue is the western boundary of this property, is maintained by the City, and also carries significant volumes of school and other traffic as a north-south roadway connection between SR 44 and 10th St. In addition, the South Myrtle

Avenue route now contains a new 10' wide paved Trail funded by FDOT on its east side, the northern portion of which is actually contained within a public easement inside the boundaries of the 11 acre proposed PUD rezoning site. While the majority of the west/opposite side of South Myrtle Avenue now consists primarily of single family residences, the northern portion opposite the subject site is developed more intensely, with a commercial structure fronting SR 44 and a Multi-Family residential development now being constructed just south of that.

D. The proposed PUD Development Plan, as outlined in the MDA text and CDP Plans, is for a small retail shopping center of less than 85,000 SF of total Gross Leasable Area (GLA), with a proposed central parking lot of just over 300 spaces. This development is proposed to be separated into two Phases, with the primary development occurring for the main Phase 1 area, and Phase 2 consisting of two separate Outparcels of just over an acre each within the northwestern portion of the property. The Phase 1 area will contain the two primary "anchor " stores, for a Sprouts grocery store proposed at 22,970 SF GLA, and a similar retail "dry goods" store proposed at 25,000 GLA (shown in the Exhibit I Building Elevations as being a TJ Maxx). Two smaller Retail space areas are also proposed within this first Phase, for a 9,000 SF GLA building extension attached to these two "anchor" stores at their west side and closer to South Myrtle Avenue. A separate and free-standing 7,000 SF Retail building is proposed within this first Phase at the northeastern corner of the 11 acre PUD property.

E. The two Phase 2 Outparcels are proposed to each be permitted a maximum building size of 11,325 SF, and 80% for all proposed Impervious surfaces within their outparcel boundaries. Stormwater Management for those two outparcels is proposed to be provided for within the central stormwater system proposed within Phase 1, and parking for each would be provided within the two outparcels, according to the proposed use and applicable LDR minimum parking requirements. Given the scale of the total proposed development plan, a City Class III Site Plan approval would also be required for the attached CDP if this PUD application is approved, which would then entail full plans for engineering, utilities, stormwater management, landscaping, etc., to be reviewed by City Staff, and come before the City Planning and Zoning Board at a future date for final review and approval prior to construction.

F. The MDA and CDP provide the Minimum Required Building Setbacks for this proposed PUD rezoning, which in this case would be a 50’ Minimum Setback from So. Myrtle Avenue at the west PL, and Minimum 35’ wide Minimum Building setbacks from all other existing or proposed Exterior PL (North, East, and South). Landscape Buffer Areas and their minimum widths are also proposed and shown on the CDP and MDA text for the perimeter of the site, with those being 25’ wide on all site Perimeters, (North, East, West, and South). Also listed within the MDA text (in Section 5) are those Uses proposed by the

Applicant, including both Permitted and Prohibited Uses, with those taken by the Applicant for the most part from the Permitted Uses listed in the City LDR for the B-5 Shopping Center Zoning District.

G. The 11 acre subject property area proposed for PUD rezoning has been surveyed for trees, and found to contain 8 trees large enough to be considered Historic (with trunks over 36" DBH). Six of those Historic Trees are proposed to remain on-site with the development of the CDP (as shown on the **Exhibit J** Landscape Plan). The Applicant sought permission from the City Commission to remove the other two Historic Trees at the February 24, 2026 Meeting (as Case HTR-1-26). Those two trees were then determined by an Arborist's field review to be in "poor" health, and a third Historic Tree (# 7) considered "healthy" in that report was then also requested to be removed. The Commission voted at that meeting 4-1 to allow removal of the two trees in "poor" condition, and according to the text of the Result Letter, for Tree #7's protection requirements to "be unrestricted. Meaning, no limitations to buffering or encroachment into the root zone will be required in order to preserve this tree." Accordingly, that Tree # 7 is now shown on the CDP Plans within a parking lot landscape island between the two driveway connections to So. Myrtle Avenue.

H. As shown on the **Exhibit H** Conceptual Development Plans (CDP), the proposed access to the site will be from the three proposed driveway connections to South Myrtle Avenue, subject to future review and permitting through the following Site Plan processes, and would then consider associated roadway impacts and/or improvements needed to resolve those, modifications for turn lanes, etc. The proposed MDA text specifically addresses this in its Section 6.C. text, that "A full TIA in conformance with City LDR and TPO Guidelines shall be submitted for review with the first Site Plan application, considering development of the attached CDP and future Parent Tract projections, to be reviewed by the City, Volusia County, and FDOT for impacts to the surrounding road network."

I. Staff has reviewed the development plan proposed in this application, along with the proposed site location and configuration, and feels the proposed commercial uses are both appropriate for this site, and consistent with its Industrial Mixed Use Future Land Use designation. The proposed site is also separated from any possible conflicting neighboring uses and has proposed various methods to screen and buffer its proposed uses, including the sizes and locations of the two proposed buildings. Associated and Projected Traffic Impacts will be inventoried and reviewed during the more detailed Site Plan processes to follow, to incorporate City roadways such as So. Myrtle Avenue, Volusia County roadways such as 10th St., and FDOT roadways such as SR 44 immediately to the north and US Highway 1 to the east.

J. This application was reviewed by the Planning and Zoning Board at their April 6, 2026 meeting, with the results of that Meeting vote being 4-1 (Member Denys excused absence) in favor of recommending the Commission approve the proposed rezoning to City Planned Unit Development (PUD) zoning, and its associated Master Development Agreement and Conceptual Development Plan.

RECOMMENDATION

Based on the Findings listed above, the Planning Department advises the City Commission **approve the proposed rezoning** to City Planned Unit Development (PUD) zoning, and its associated Master Development Agreement and Conceptual Development Plan.

Fiscal Analysis:

F/A

Strategic Plan Item:

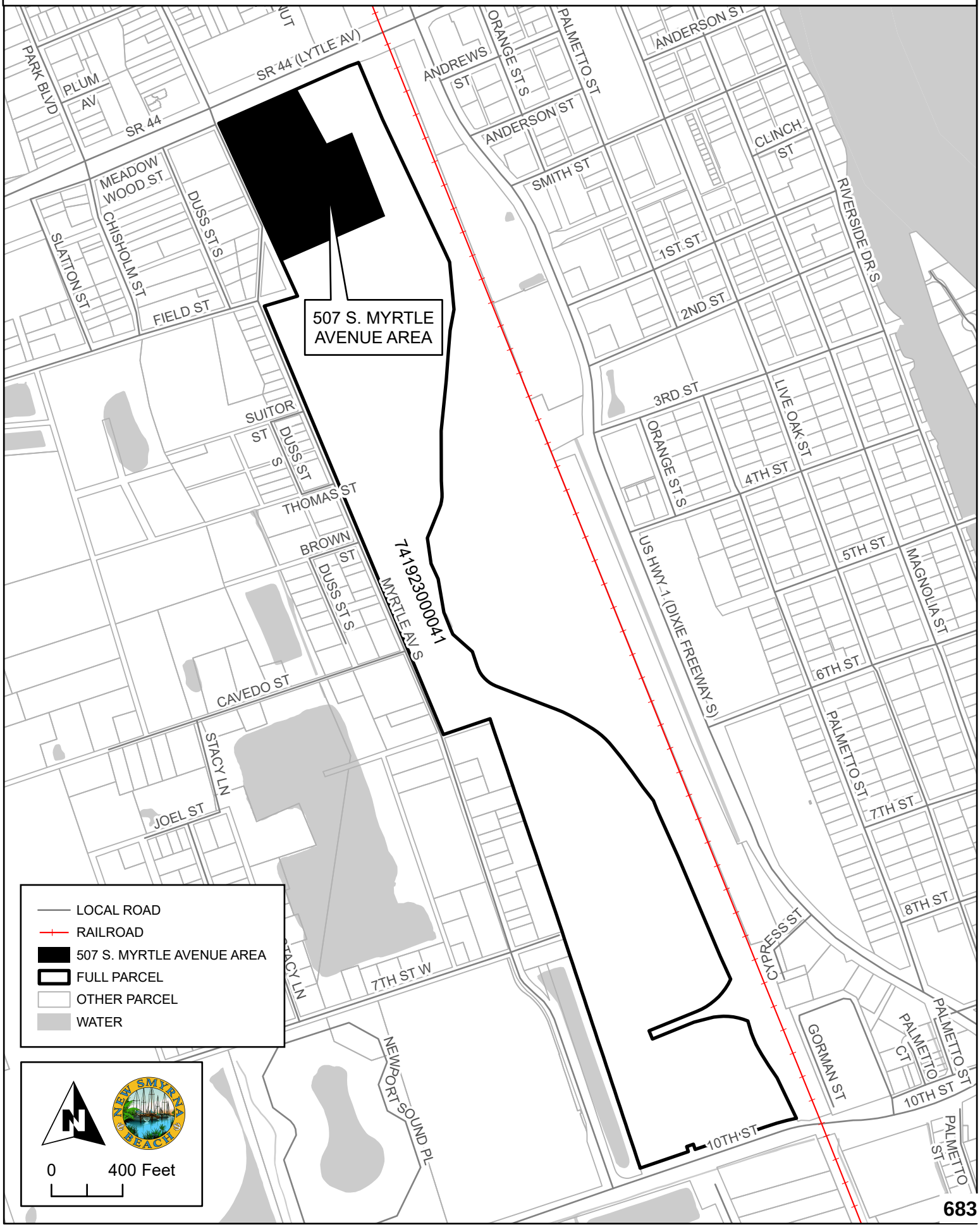
No

Staff Report Created By: Shane Corbin - Developmental Services Director

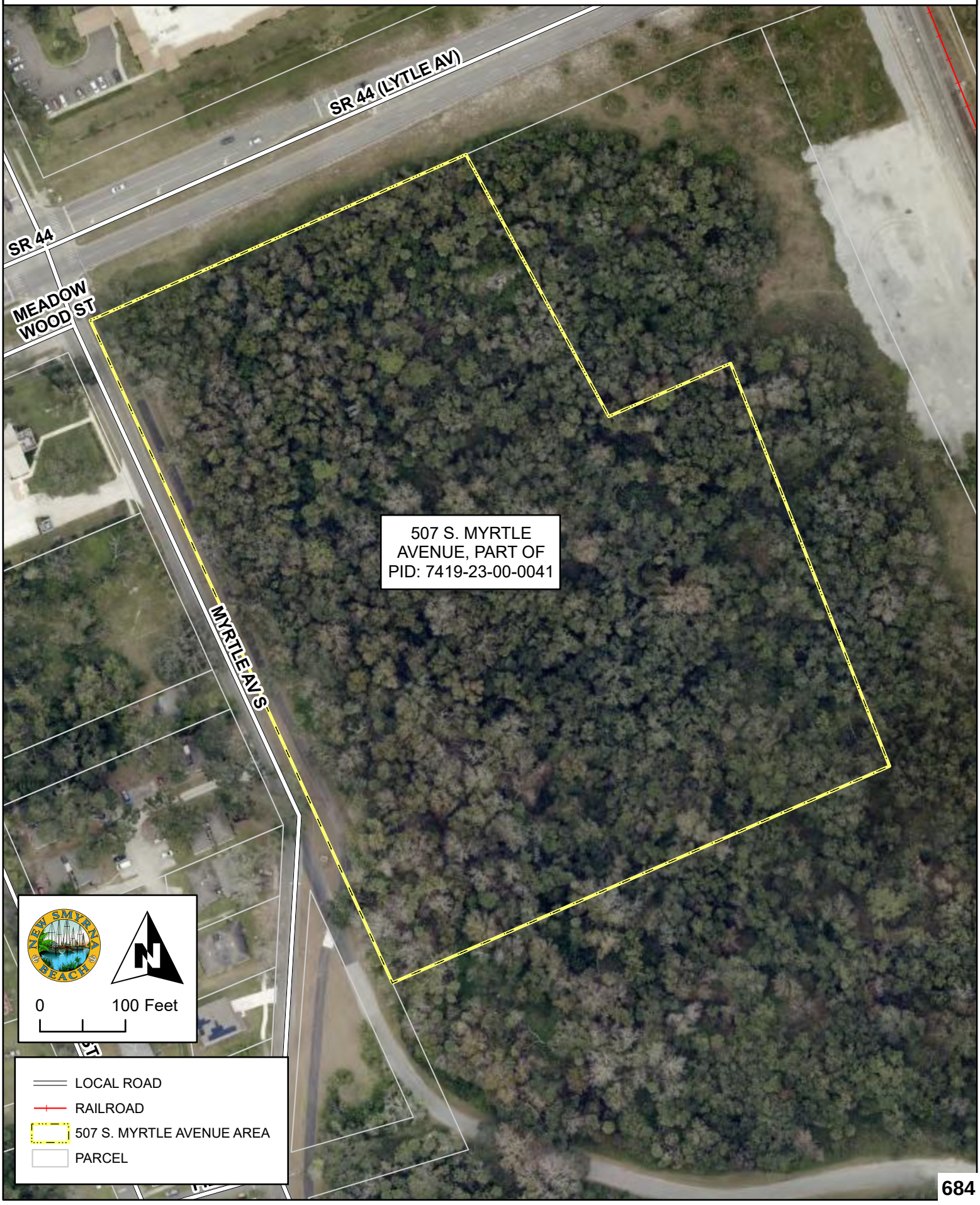
Attachments:

Exhibit A - Location Map.pdf
Exhibit B - Aerial Map.pdf
Exhibit C - Existing Zoning Map.pdf
Exhibit D - Proposed Zoning Map.pdf
Exhibit E -City Industrial Mixed Use FLU.pdf
Exhibit F -MDA Master Development Agreement with all attached internal Exhibits
Exhibit G - Survey.pdf
Exhibit H - Conceptual Development Plan.pdf
Exhibit I - Proposed Architectural Renderings.pdf
Exhibit J - Landscape Plan.pdf
Exhibit K - Signage Exhibit.pdf
Exhibit L - Sketch Plat.pdf
Business Impact Estimate - Ord 24-26 Shops of New Smyrna Beach PUD MDA.pdf
Ord 24-26 Shops of NSB MDA.pdf

PUD-8-25: SPROUTS SHOPPING CENTER
507 S. MYRTLE AVENUE, PARCEL: 7419-23-00-0041 LOCATION MAP

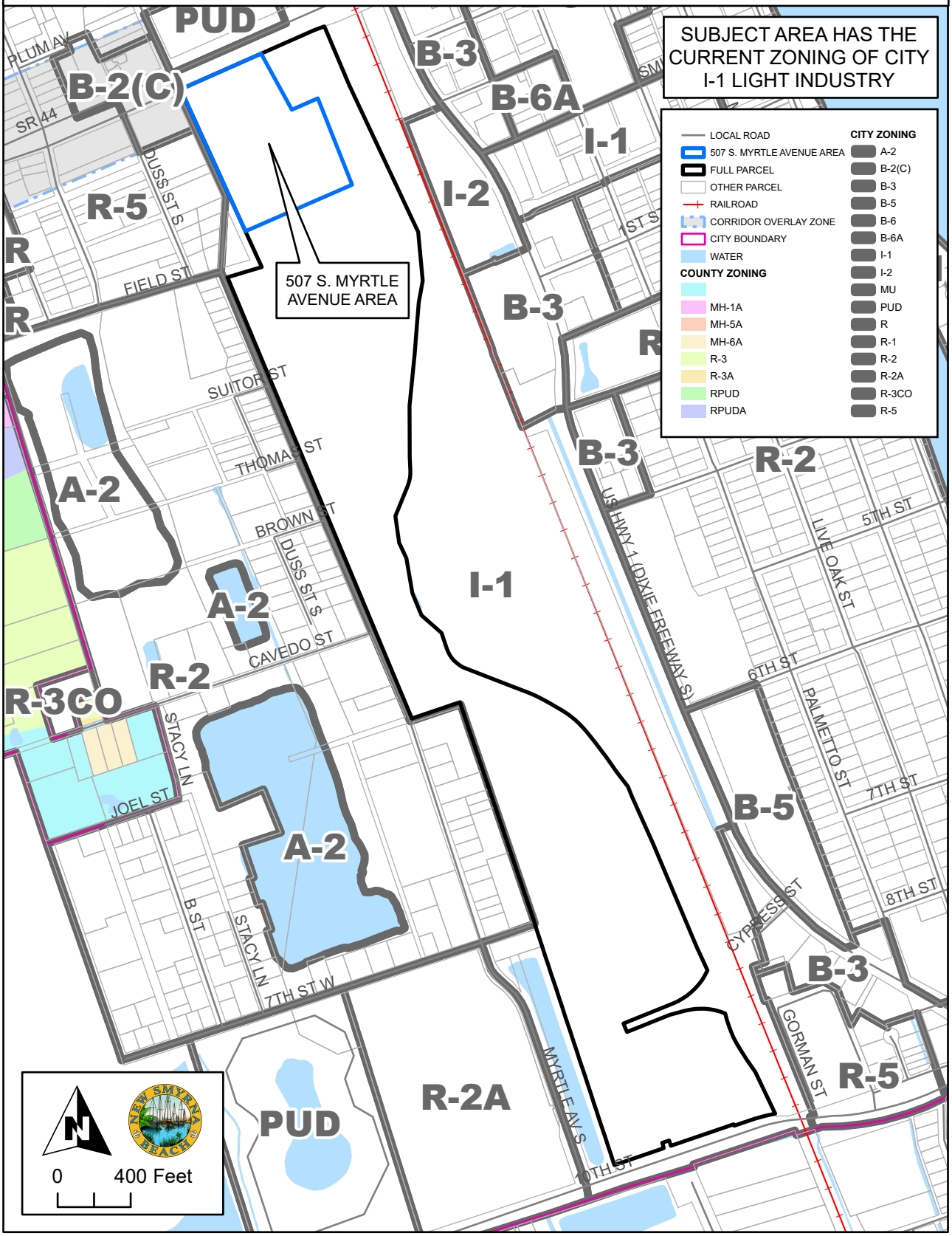


PUD-8-25: SPROUTS SHOPPING CENTER
507 S. MYRTLE AVENUE, PARCEL: 7419-23-00-0041 AERIAL MAP



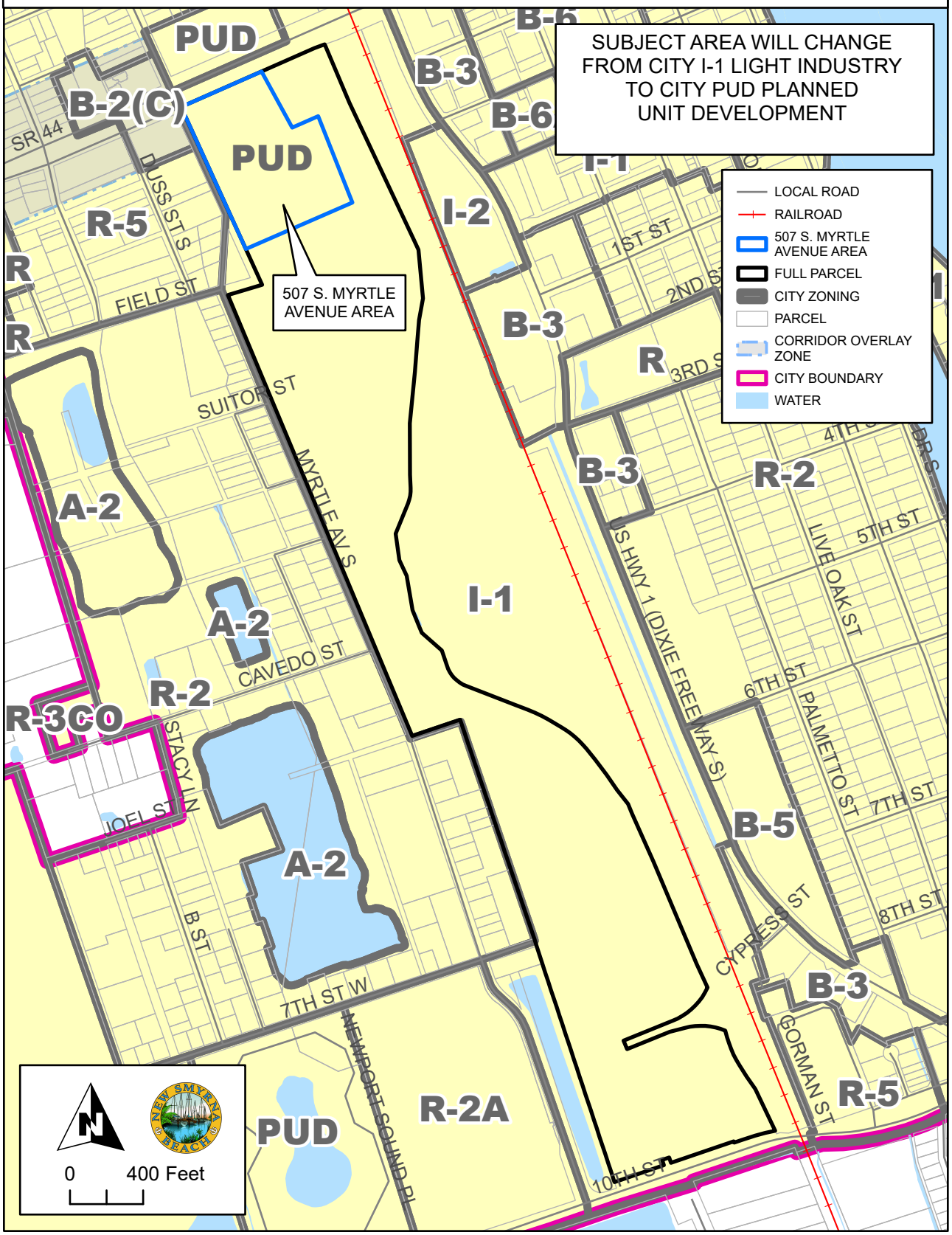
EXISTING ZONING

PUD-8-25



PROPOSED ZONING

PUD-8-25



INDUSTRIAL MIXED USE

Maximum allowed density:

Up to 40 dwelling units per acre
Up to 75 transient lodging units per acre

Maximum allowed Floor Area Ratio (FAR): 6.50

Maximum Allowable Percentage of Uses for Developments Using the Planned Unit Development format:

Retail: 65%
Office: 75%
Residential: 65%
Industrial: 65%

Intent: The purpose of this land use designation is to promote the sustainable development or redevelopment land near railways and/or major highways and in close proximity to the Canal Downtown Neighborhood, and also within the Deering Park Innovation Center at New Smyrna Beach on approximately 1,618 acres west of I-95 and south of SR 44 between areas designated as Sustainable Community Development and Activity Center, by providing maximum opportunity for innovative site planning for living, shopping, and working environments. Areas designated as Industrial Mixed Use are intended to accommodate a mix of light industrial/research, office, retail and medium- to high-density residential uses. Areas designated as Industrial Mixed Use are required to develop using the planned unit development format. The Deering Park Innovation Center at New Smyrna Beach is restricted to a total of six million square feet of non-residential uses and 2,150 residential units within the entirety of the 1,618 acres, and requiring at least 400 of those acres to be designated Natural Vegetation Area in the planned unit development agreement.

Document prepared by:
Scott Cole
Development Manager GBT Realty Corporation
9010 Overlook Blvd Brentwood, TN, 37027

Return recorded document to:
City of New Smyrna Beach Records
Clerk 210 Sams Avenue
New Smyrna Beach, FL 32168

Shops of New Smyrna Beach

The CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation located in Volusia County, Florida ("City"), and NSB 103 Development LLC , the record title property owner ("Owner"), and GBT Realty Corporation ("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 11.37 acres of real property ("Property") and is described in Exhibit "A", attached hereto and by reference made a part hereof.

B. The Property is currently under the sole ownership of Owner, but is under contract for purchase by Developer.

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 rev. date 3/19/26 , prepared by Sliger
Exhibit B: Conceptual Development Plan, rev. date 3/27/26 , prepared by Kimley Horn .
Exhibit C: Architectural Elevations, rev. date 3/27/26 , prepared by Cuhaci Peterson .
Exhibit D: Landscape Plan, rev. date 3/18/26 , prepared by Kimley Horn ,
Exhibit E: Sign Plan, rev. date 3/19/26 , prepared by GBT Realty .
Exhibit F: Sketch Plat prepared by Sliger .

3. DEVELOPMENT PLAN.

A. Developer has designated the Property as The Shops of New Smyrna Beach.

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 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:

Phase 1

(1) Minimum lot size: 43,560 SF (1.0 Acres)

(2) Maximum building height: 45 feet

(3) Maximum individual building size: 25,000 sq. ft.

(4) Minimum building separation: 0 feet

(5) Setbacks: North 35 ft.; east 35 ft.; west 50.; South 35 ft.

- The portion of Phase 1 that abuts Out parcel 1's eastern property line shall have a 10 ft setback.

(6) FAR: 0.5

(7) Maximum density: N/A (du/ac)

(8) Maximum building coverage: 25%

(9) Minimum open space: 20 %

Common open space: N/a % of open space

(10) Maximum impervious surface area; 80 %

(11) Natural vegetation: 15 %

(12) Off-street parking: 4/1000 minimum not to exceed 120% minimum parking requirement.

(13) Off-street parking area minimum interior landscaping: 10 %

(14) Minimum interior landscaping: 10%

(15) Landscape buffers: only along the North side of phase 1 abutting Lytle Avenue 25 ft.; East N/A ft.; west 25.; South 25 ft.

(16) Wetland buffer: 25 feet

Phase 2

(1) Minimum lot size: 21,780 SF (0.5 Acres)

(2) Maximum building height: 45 feet

(3) Maximum individual building size: 11,325 sq. ft.

(4) Minimum building separation: 20 feet

(5) Setbacks: Out Parcel 1 North 35 ft.; East 10 ft.; West 10 ft.; South 10 ft.

Out Parcel 2 North 35 ft.; East.; 10 ft.; West 50ft.; South 10ft.

(6) FAR: 0.5

(7) Maximum density: N/A (du/ac)

(8) Maximum building coverage: 25%

(9) Minimum open space: 20 %

Common open space: N/a % of open space

(10) Maximum impervious surface area; 80 %

(11) Natural vegetation: 15 %

(12) Off-street parking: Minimum parking required for phase 2 is to be provided per the LDR and the proposed use.

(13) Off-street parking area minimum interior landscaping: 10 %

(14) Minimum interior landscaping: 10%

(15) Landscape buffers: Out Parcel 1: North 25 ft.;

Out Parcel 2: North 25.; West 25 ft.; South 5 ft

(16) Wetland buffer: 25 feet

E. PHASING. Development may be completed in multiple phases as shown on the Conceptual Development Plan.

Phase 1. Phase 2 Phase2.
Construction and installation of all common areas and common facilities within each phase shall be completed or bonded prior to final plat approval or issuance of the first certificate of occupancy for that phase as provided in paragraph 7.C.

F. Developer will subdivide the Property in accordance with the requirements of the LDRs. Exhibit D is the preliminary plat for purposes of complying with the preliminary plat requirements of the LDRs. As part of the subdivision process, Developer will be responsible for ensuring that the Property will be serviced with public utilities and right-of-way access, and for providing an on-site detention/retention facility. Site development approval is contingent upon approval of the final plat of the property.

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.

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: **Uses shall comply with the listed uses listed below:**

RETAIL USES

- Apparel shops
- Barbershops
- Book stores
- Banks
- Camera supply and photography shops
- Cosmetic shops
- Delicatessens
- Department stores
- Electronic and phone stores
- Entertainment concepts
- Furniture and appliance stores
- Garden supplies and equipment stores
- Gift shops

- Hair salons
- Hobby stores
- Home improvement supply stores (no outside storage)
- Ice cream and/or yogurt shops
- Indoor health and fitness studios, defined as indoor facilities providing physical conditioning, personal training, group exercise, or wellness services to individual members or small groups
- Interior decoration shops
- Jewelry shops
- Key and lock shops
- Music supply stores
- Mattress stores
- Massage/spa
- Nail salons
- Office supply and business machines
- Paint stores
- Pastry stores
- Personal enrichment establishments
- Pet shops
- Pharmacy
- Physical therapy center
- Restaurants, Type A, B, C, and D further defined as:
    - Type A - Restaurants with dining tables and counter stools having all service indoors and providing no service to persons in vehicles or at walkup windows.
    - Type B - Restaurants dispensing food from service windows for consumption on or off of the premises which specializes in short order foods and beverages.
    - Type C - Restaurants serving food and/or beverages to persons in their vehicles for consumption in their vehicles on the premises.
    - Type D - Restaurants serving food and beverages to persons sitting at tables or bars which are located outside of the principal structure. Type D restaurants may also serve to persons inside the principal or accessory structure.
- Retail sales and services
- Service stations, Class A and B, as defined below:
  Service station, Type A: A business primarily engaged in servicing motor vehicles, but limited to:
    Sales of automotive fuels, lubricants, and accessories
    Sales, service, and maintenance of spark plugs and batteries
    Maintenance of lubrication systems, including replacement of lubricants and filters
    Replacement of minor parts such as light bulbs, fuses, floor mats, seat covers, windshield wipers, and wiper blades
    Washing, polishing, and detailing services, and sales of automotive washing and polishing materials, but not including car washes
- Service station, Type B: A business primarily engaged in servicing motor vehicles, but limited to:
    All activities allowed by a Type A service station
    Tire servicing, installation, and repair, but not recapping or regrooving

Windshield repair and replacement
Mechanical repair not involving removal of the transmission, engine, heads, or crankcase, including but not limited to engine tune-ups and repairs to exhaust, HVAC, brakes, cooling system, alignment, electrical systems, and fueling systems

- Shoe stores
- Specialty food shops
- Sporting goods stores
- Tutoring centers
- Grocery stores
- Variety stores

OFFICE USES

- Financial institutions
- Professional offices, including accountants, consultants, engineers, financial advisors, insurance providers, lawyers, dentists, medical professionals, real estate brokers, and stock brokers

MEDICAL USES

Medical clinics or medical offices (except that the Shopping Center may contain no more than one (1) of each of the following occupying no more than four thousand (4,000) square feet of ground floor area shall be permitted: (a) a medical clinic or medical office, including an urgent care facility, , (b) optical or vision center, (c) a dental office or clinic, and (d) a veterinary office and/or clinic).

The list prohibited uses are as follows:

1. **Any establishment which sells or displays pornographic material.**

2. **Any establishment which sells or dispenses marijuana or drug related paraphernalia provided this shall not prohibit the sale of CBD products in the Shopping Center.**

3. **Any establishment which primarily sells or displays used merchandise or second hand goods including, without limitation, a flea market or a pawn shop or thrift shop, such as Salvation Army or Goodwill, but this restriction shall not prohibit concepts like Plato's Closet, Gamestop, etc.**

4. **Central laundry, dry cleaning store or laundromat (except drop off and pickup facilities or environmentally friendly (green) dry cleaners shall not be restricted hereby).**

5. **Funeral home or casket sales.**

6. **Church, chapel or other place for religious worship.**

7. **Catering or banquet hall.**

8. **Check cashing service (except as incidental to another permitted primary use in the Shopping Center such as a bank).**

9. **School, conference facility or training or education facility provided this shall not be applicable to on-site employee training by an occupant incidental to the conduct of its business in the Shopping Center. Additionally, this shall not be apply to (i) up to one (1) use in the Shopping Center for a learning center or tutoring center including or similar to Kumon Learning Center, Mathnasium, etc. operating in no more than 2,000 square feet, (ii) a daycare located on an Outparcel.**

10. **Tattoo parlor.**

11. **Gun Shop.**

12. **Service station, Type C:** A business primarily engaged in servicing motor vehicles, but limited to:
    - Tire servicing including recapping and regrooving
    - Transmission repair involving the removal, disassembly, or reassembly of the transmission
    - Engine rebuilding, reconditioning, or repair involving the removal of the engine, heads, or crankcase
    - Collision service including body, frame, or fender straightening or repair
    - Painting or paint shop
    - Repairs requiring welding
    - Work involving undue noise, vibration, glare, fumes, and smoke

13. **Day care center, unless located on Phase 2**

14. **Community center or teen center.**

15. **Employment agency.**

16. **Fortune teller, palm reader or card reader or other spiritualist service.**

17. **Laboratory (except as an incidental part of a permitted medical clinic or medical office use, but subject to the terms of #13 above).**

18. **Agency, department or bureau of any governmental authority.**

19. **Ticket sales.**

20. **Fulfillment centers (whether all or more than twenty percent (20%) of any premises).**

6. INFRASTRUCTURE.

A. Storm water retention and drainage facilities. An on-site storm water retention facility will be constructed in conjunction with the development. The storm water retention facility will be maintained at a level consistent with the standards of the St. Johns River Water Management District. The stormwater management system shall provide for both phase 1 and phase 2. Collection and transmission facilities shall be located pursuant to the approved site plan, or site plans approved for individual lots or structures.

B. Utilities and utility easements. All utilities will be installed underground and constructed to NSBU standards A minimum twelve (12) foot wide Utility Easement (UE) Shall be provided adjacent to and running parallel with all public right of way frontages. The required UE shall be located immediately adjacent to the right of way line, as established by final engineering plans, roadway improvements, and/or right of way dedications approved by the city. The exact location and width of the UE shall be reflected on final constructions plans and recorded plats and may be adjusted as necessary to accommodate roadway improvements, including but not limited to turn lanes, subject to review and approval by the NSBU.

C. Access easements and right-of-way. Access easements and right-of-way will be as depicted on the Conceptual Development Plan. A Full TIA in conformance with City LDR and TPO Guiedelines shall be submitted for review with the first Site Plan application, considering development of the attached CDP and future Parent Tract projects, to be reviewed by the City, Volusia County, and FDOT for impacts to the surrounding road network.

7. PROPERTY OWNERS' ASSOCIATION AND COMMON AREA MAINTENANCE.

A. As used in this section, "common areas" and "common facilities" refer to all lands and all facilities that are intended to be set aside for common ownership, use, or benefit, whether or not identified as common areas on Exhibit B, such as conservation easements,

retention ponds, subdivision entry walls, and passive recreational areas.

B. Prior to final plat approval or prior to issuance of the first certificate of occupancy within the development, whichever is earlier, Developer will form and incorporate a non-profit property owners' association. The final plat shall include such language as the City may deem necessary to reflect the association's responsibilities. The association shall be responsible for operation, maintenance, and control of all common areas and common facilities, including signage, landscaping, and detention pond. The association shall have authority to establish and assess dues and fees upon its members in order to recoup the cost of maintenance, and the power to impose and enforce liens against those members who fail to pay such assessments. All persons purchasing property within the project shall be members of the property owners' association. Developer may from time to time add additional covenants and restrictions or make changes in association by-laws as may be required to guarantee that the project will be developed in accordance with the policies outlined in this Agreement.

C. Prior to final plat approval or prior to issuance of the first certificate of occupancy within the development or phase, whichever is earlier, Developer shall complete construction and installation of all common areas and common facilities within the development or phase; or, for those common facilities within a phase that may be susceptible to damage due to remaining construction, the City may allow postponement of this requirement subject to Developer's provision of adequate assurances that the work will be done. For example, the City may require Developer to post a bond sufficient to cover 120% of the cost of such facilities according to certified estimates. Any bond shall be in a form approved by the City Attorney.

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, 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.

(1) No outside display or storage shall be permitted., except for the outdoor display of Anchor Tenant A and Anchor Tenant B merchandise that shall be kept orderly and maintained at all times along the sidewalk of its frontage,

(2) No vending machines shall be permitted on outside walkways or other outdoor pedestrian areas.

(3) The physical appearance of all parking lot lighting fixtures shall be consistent.

9. ENVIRONMENTAL CONSIDERATIONS.

Development of the Property shall comply with the LDR tree preservation requirements. 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.

No burning of land clearing materials will be allowed onsite.

10. SIGNAGE.

1. The PUD shall have a uniform sign program, as follows: **Freestanding ground sign with a max height of 15 feet and a maximum square footage of 62sf on the western side of Phase 1 as Shown on Exhibit B as Sign type B.**

2. **Freestanding ground sign with a max height of 15 feet and a maximum square footage of 90sf on the northwest corner of Outparcel 2 as shown on Exhibit B as Sign Type A.**

3. **Freestanding ground sign with a max height of 8 feet and a maximum square footage of 46 on the northwestern side of Outparcel 1 and North western side of Phase 1 shown on Exhibit B as Sign type C**

4. **Anchor Tenant B shall be permitted 200 square feet of wall signage.**

5. **Anchor Tenant A shall be permitted 200 Square feet of wall signage in addition to 4 Secondary wall signs that total 69.2 square feet each and specifically referenced in Exhibit C architectural elevations.**

11. VARIANCES GRANTED.

A. The Planning and Zoning Board has granted the following variances for this development:

(1) _____

(2) _____

B. The City Commission has granted the following variances for this development:

(1) _____

(2) _____

12. 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 all construction permits for the development, or for the phase 1A and Phase 1B phased development, within 12 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. If development is phased, application for construction permits for subsequent phases shall be submitted within months from the date of initial approval.

C. Construction of Phase 1 and Phase 2 shall be substantially complete within 60 months of the approval of this Agreement. Construction of all other phases must be substantially complete within 5 years of the initial approval of this Agreement.

D. One 12-month extension of the scheduled application or 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.

13. 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 storm water management systems;

e) Increases of five percent or less in the total number of parking spaces.

(3) Modifications of up to 10% 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 5%;

c) Modifications that, when combined with previously approved minor and substantial modifications, would result in a cumulative change of more than 10% of the original requirement for the area in question; and

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.

14. AMENDMENTS.

A. Any revision to this Agreement other than a minor modification as described above shall require an amendment approved by the City Commission after review and recommendation by the Planning and Zoning Board. Requests for an amendment must be submitted in writing and, except as otherwise provided herein, shall be processed in accordance with the LDRs. Notice of public hearings shall be provided as if the application is one to rezone property.

B. In recognition of the City's general authority to rezone and legislate land uses and zoning requirements, all signatories to this Agreement and all individual lot owners, fee titleholders, mortgagees, or lien holders who now or hereafter own property subject to the this Agreement, agree as follows:

(1) The property owners association established pursuant to Section 7 above shall be authorized to represent and execute amendments to the Agreement on behalf of all lot owners other than the owners of lots directly impacted by the amendment.

(2) If the property owners association fails to retain its corporate status, then all directly impacted owners shall be authorized to represent and execute an amendment on behalf of all owners not directly impacted who have received notice of the proposed amendment as required by this Agreement or applicable law.

(3) For purposes of this section, a lot is "directly impacted" by an amendment to this Agreement only where the amendment would revise the listed uses, dimensional requirements, architectural requirements, or sign requirements for that lot.

C. No property owner other than one who actually executes an amendment shall be deemed to have waived his or her right to challenge a proposed or executed amendment in the same manner that an affected property owner may challenge zoning or related lot specific changes for property which is not subject to a planned development agreement. Such challenges include: (i) objections to a proposed amendment before the City Planning and Zoning Board or City Commission, (ii) seeking certiorari review or injunctive action in relation to the adoption of such amendment as provided by law, or (iii) consistency challenges as provided for in Section 163.3215, Fla. Stat., or any successor provision.

15. 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 all persons owning property within the planned development. No such variance shall be deemed to require formal amendment to this Agreement.

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 E. Cleveland, Mayor

_____
Print Name of Witness 1

Attest:

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_____, 202__ by **Fred E. Cleveland** and **Sharon Taylor Harding**, Mayor and City Clerk, respectively, of The City of New Smyrna Beach, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

_____
Notary Public
Commission No: _____

Signed, sealed and delivered in the presence of:

[OWNER]

By:_____
Name:
Title:

_____
Witness 1

_____
Print Name of Witness 1

Date: _____

[Corporate Seal]

_____
Witness 2

_____
Print Name of Witness 2

Signed, sealed and delivered in the presence of:

[DEVELOPER, IF DIFFERENT FROM OWNER]

By:_____
Name:
Title:

_____
Witness 1

_____
Print Name of Witness 1

Date: _____

[Corporate Seal]

_____
Witness 2

_____
Print Name of Witness 2

STATE OF
_____COUNTY
OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____ day of_____, 202__, by _____as _____of_____, referred to in this agreement as "**Owner**." He or she is [_] personally known to me or [_] produced as identification and did not take an oath.

_____
Notary Public
Commission No. _____

[Exhibit pages attached:]

EXHIBIT A

Legal Description of the Property

ALTA / NSPS LAND TITLE & TOPOGRAPHIC SURVEY

FOR

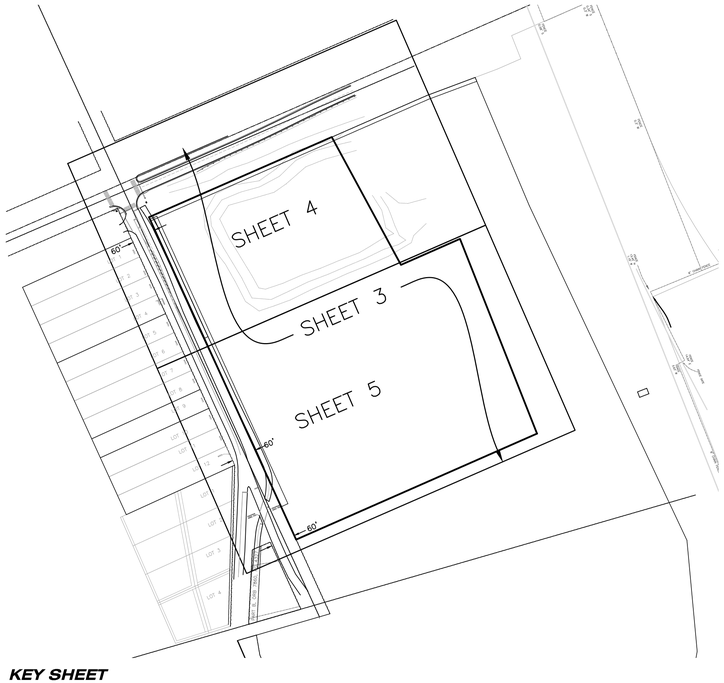
GBT REALTY CORPORATION

A PORTION OF

SECTION 41, 44, 46, 47 AND 49–
TOWNSHIP 17 SOUTH–RANGE 34 EAST
VOLUSIA COUNTY, FLORIDA

LOCATION

507 MYRTLE AVENUE, NEW SMYRNA BEACH, FL.



SCHEDULE "B" - EXCEPTIONS

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS FORM.

2. TAXES AND ASSESSMENTS FOR THE YEAR 2025 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE.

3. STANDARD EXCEPTIONS:

   A. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

   B. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.

   C. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.

   D. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS IN THE PUBLIC RECORDS.

4. ANY CLAIM THAT ANY PORTION OF THE INSURED LAND IS SOVEREIGN LANDS OF THE STATE OF FLORIDA, INCLUDING SUBMERGED, FILLED OR ARTIFICIALLY EXPOSED LANDS ACCRETED TO SUCH LAND.
   NO SUBMERGED LANDS INCLUDED IN PROJECT.

5. ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER, SEWER OR GAS SYSTEM SUPPLYING THE INSURED LAND.
   ITEMS #1 THRU 5 STANDARD EXCEPTIONS.

   A. RIGHTS OF TENANTS OCCUPYING ALL OR PART OF THE INSURED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS.
   NOT A SURVEY MATTER.

6. GRANT OF EASEMENT BY AND BETWEEN FLORIDA EAST COAST RAILWAY COMPANY, GRANTOR, AND CITY OF NEW SMYRNA BEACH, A MUNICIPAL CORPORATION, GRANTEE, RECORDED APRIL 24, 1978, IN OFFICIAL RECORDS BOOK 1977, PAGE 85.
   DOES NOT AFFECT SUBJECT PROPERTY. NOT GRAPHICALLY DEPICTED.

7. QUITCLAIM DEED AND GRANT OF EASEMENT BY AND BETWEEN FLORIDA EAST COAST RAILWAY, L.L.C., GRANTOR, AND FDG RAIL HOLDINGS 8 LLC, GRANTEE, RECORDED DECEMBER 28, 2007, IN OFFICIAL RECORDS BOOK 6173, PAGE 3151; AS AFFECTED BY THAT CERTAIN SUBORDINATION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7860, PAGE 4327.
   SUBJECT PROPERTY A PORTION OF PROPERTY DESCRIBED IN ORB 6173, PG 3151.
   ORB 7860, PG 4327, AFFECTS SUBJECT PROPERTY. SHOWN HEREON.

8. TWENTY FOOT (20') EASEMENT IN FAVOR OF THE CITY OF NEW SMYRNA AFFECTING A PORTION OF THE WESTERLY BOUNDARY OF PARCEL A AS DISCLOSED BY RIGHT-OF-WAY AND TRACT MAP DATED JUNE 30, 1916; AS AFFECTED BY FLORIDA EAST COAST RAILWAY COMPANY STATION MAP V.2/S.T. 1C, DATED SEPTEMBER 18, 1945; REDRAWN AND CORRECTED OCTOBER 12, 1970; AND A WILLIAM E. SWOOPE JR. SKETCH AND LEGAL DATED SEPTEMBER 14, 1975 SHOWING A 30 FOOT EASEMENT; AS DISCLOSED BY UPHAM, INC., PROFESSIONAL SURVEYORS, WORK ORDER #071206 DATED DECEMBER 14, 2007, WHICH IS RECORDED AS EXHIBIT A TO EASEMENT DEED RECORDED OCTOBER 19, 2009 IN OFFICIAL RECORDS BOOK 6407, PAGE 4943.
   DOES NOT AFFECT SUBJECT PROPERTY. OFF SITE, NOT GRAPHICALLY DEPICTED.

9. UNRECORDED LICENSES REFERRED TO IN, AND EASEMENT IN FAVOR OF PI LAND HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY BY EASEMENT AGREEMENT RECORDED APRIL 17, 2014 IN OFFICIAL RECORDS BOOK 6979, PAGE 4629; SUBORDINATION AGREEMENT RECORDED JUNE 5, 2020, IN OFFICIAL RECORDS BOOK 7860, PAGE 4343; AS AFFECTED BY THAT CERTAIN SUBORDINATION OF UTILITY INTERESTS RECORDED IN OFFICIAL RECORDS BOOK 8135, PAGE 768.
   ORB 6979, PG 4629, AFFECTS SUBJECT PROPERTY. SHOWN HEREON.
   ORB 7860, PG 4327, AFFECTS SUBJECT PROPERTY. SHOWN HEREON.
   ORB 8135, PG 768, DOES NOT AFFECT SUBJECT PROPERTY. OFF SITE, NOT GRAPHICALLY DEPICTED.

10. ASSIGNMENT OF DEVELOPMENT RIGHTS RECORDED IN OFFICIAL RECORDS BOOK 7143, PAGE 4645.
    ORB 7143, PG 4645, DOES NOT AFFECT SUBJECT PROPERTY. OFF SITE, NOT GRAPHICALLY DEPICTED.

11. ASSIGNMENT OF DEVELOPMENT RIGHTS RECORDED IN OFFICIAL RECORDS BOOK 7143, PAGE 4654.
    ORB 7143, PG 4654, PARENT TRACT OF SUBJECT PROPERTY. AFFECTS SUBJECT PROPERTY.
    BLANKET IN NATURE NOT GRAPHICALLY DEPICTED.

12. EASEMENT AGREEMENT BY AND BETWEEN FDG RAIL HOLDINGS 8 LLC, A DELAWARE LIMITED LIABILITY COMPANY, GRANTOR, AND FDG FLAGER STATION II LLC, A DELAWARE LIMITED LIABILITY COMPANY, GRANTEE, RECORDED JULY 28, 2015, IN OFFICIAL RECORDS BOOK 7143, PAGE 4717; AS AFFECTED BY THAT CERTAIN SUBORDINATION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7860, PAGE 4359.
    ORB 7143, PG 4717, AFFECTS SUBJECT PROPERTY. SHOWN HEREON.
    ORB 7860, PG 4359, SAME AS ITEM #7, ORB ORB 7860 PG 4327, AFFECTS SUBJECT PROPERTY. SHOWN HEREON.

13. PERPETUAL EASEMENT BY AND BETWEEN NSB 103 DEVELOPMENT LLC, A FLORIDA LIMITED LIABILITY COMPANY, GRANTOR, AND CITY OF NEW SMYRNA BEACH, A FLORIDA SUBDIVISION, GRANTEE, RECORDED JUNE 5, 2020, IN OFFICIAL RECORDS BOOK 7860, PAGE 4311.
    AFFECTS SUBJECT PROPERTY. SHOWN HEREON.

14. RESTRICTIONS, COVENANTS, AND CONDITIONS AS SET FORTH IN THAT CERTAIN DECLARATION OF RESTRICTIVE COVENANT RECORDED APRIL 25, 2022 IN OFFICIAL RECORDS BOOK 8242, PAGE 1411, AS MAY BE SUBSEQUENTLY AMENDED.
    DOES NOT AFFECT SUBJECT PROPERTY. OFF SITE, NOT GRAPHICALLY DEPICTED.

15. RESTRICTIONS, COVENANTS, AND CONDITIONS AS SET FORTH IN THAT CERTAIN DECLARATION OF RESTRICTIVE COVENANT RECORDED MAY 24, 2022 IN OFFICIAL RECORDS BOOK 8259, PAGE 882, AS MAY BE SUBSEQUENTLY AMENDED.
    SAME AS # 14 ABOVE.
    DOES NOT AFFECT SUBJECT PROPERTY. OFF SITE, NOT GRAPHICALLY DEPICTED.

    FOR 2024 TAX YEAR PARCEL/ID # 741923000041, GROSS TAX AMOUNT IS $31,909.53, EXEMPTION TYPE IS NONE, AND PAYMENT STATUS IS PAID.
    NOT A SURVEY MATTER.

UTILITY CONTACTS:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

-UTILITY COMPANIES HAVE BEEN CONTACTED THROUGH "CALL SUNSHINE"
(UNDERGROUND CABLE LOCATING SERVICE) 1-800-432-4770
TICKET No. 202507569 (S.R. 44) AS PER THE "UNDERGROUND FACILITY DAMAGE PREVENTION ACT".

-THE FOLLOWING UTILITIES RESPONDED AFTER NOTIFICATION BY "CALL SUNSHINE".

TICKET 202507569
FL : VOLUSIA COUNTY, NEW SMYRNA BEACH
SR 44

AT&T NATIONAL DAMAGE PREVENTION:
*** NOTIFICATION OF HIGH PRIORITY FACILITIES ONSITE ***
THIS LOCATE REQUEST IS NEAR AN AT&T HIGH PROFILE FACILITY. BEFORE DIGGING IN THIS AREA WAIT ON LOCATES TO BE PERFORMED. TAKE CARE TO OBSERVE SITE MARKINGS SUCH AS PAINT AND FLAGS. HAND DIGGING IS MANDATORY WITHIN THE STATUTORY TOLERANCE ZONE.

A T & T/ DISTRIBUTION
- NO CONFLICT - UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

CHARTER COMMUNICATIONS
- NO CONFLICT - UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

COGENT COMMUNICATIONS
- CLEAR NO FACILITIES

FLORIDA POWER & LIGHT - NORTH FIBER
- CLEAR NO FACILITIES

FLORIDA PUBLIC UTILITIES CO.
- MARKED

UNITI FIBER LLC
- CLEAR NO FACILITIES

UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH - ELECTRIC
- NO CONFLICT - UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH - WATER
- MARKED

WIRE 3, LLC
- NO CONFLICT - UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

USSP01:
- SPRINT FIBER OPTIC CABLE, WITH COGENT COMMUNICATIONS, WILL NOT BE IMPACTED BY THE WORK AS DESCRIBED ON THIS ONE-CALL CENTER TICKET. IF YOU HAVE ANY QUESTIONS OR CONCERNS, PLEASE CALL THE COGENT'S CALL BEFORE YOU DIG GROUP AT 1-800-521-0579.

CHARTER-TIME WARNER CAB
- NOT MARKED EXCAVATION SITE CLEAR*

FPL FIBER
- NOT MARKED EXCAVATION SITE CLEAR*

UTILITY CONTACTS:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

-UTILITY COMPANIES HAVE BEEN CONTACTED THROUGH "CALL SUNSHINE"
(UNDERGROUND CABLE LOCATING SERVICE) 1-800-432-4770
PER THE "UNDERGROUND FACILITY DAMAGE PREVENTION ACT".

-THE FOLLOWING UTILITIES RESPONDED AFTER NOTIFICATION BY "CALL SUNSHINE".

TICKET No. 202507604
FL : VOLUSIA COUNTY, NEW SMYRNA BEACH
S MYRTLE AVE

A T & T/ DISTRIBUTION
- MARKED

CHARTER COMMUNICATIONS
- MARKED

COGENT COMMUNICATIONS
- CLEAR NO FACILITIES

FLORIDA POWER & LIGHT - NORTH FIBER
- CLEAR NO FACILITIES

FLORIDA PUBLIC UTILITIES CO.
- MARKED

UNITI FIBER LLC
- CLEAR NO FACILITIES

UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH - ELECTRIC
- NO CONFLICT - UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH - WATER
- MARKED

WIRE 3, LLC
- NO CONFLICT - UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

USSP01:
- SPRINT FIBER OPTIC CABLE, WITH COGENT COMMUNICATIONS, WILL NOT BE IMPACTED BY THE WORK AS DESCRIBED ON THIS ONE-CALL CENTER TICKET. IF YOU HAVE ANY QUESTIONS OR CONCERNS, PLEASE CALL THE COGENT'S CALL BEFORE YOU DIG GROUP AT 1-800-521-0579.

FPL FIBER
- NOT MARKED EXCAVATION SITE CLEAR*

UTILITY CONTACTS:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

-UTILITY COMPANIES HAVE BEEN CONTACTED THROUGH "CALL SUNSHINE"
(UNDERGROUND CABLE LOCATING SERVICE) 1-800-432-4770
TICKET No.'S 202507664, 202507569, AND 202507664 AS PER THE "UNDERGROUND FACILITY DAMAGE PREVENTION ACT".

-THE FOLLOWING UTILITIES RESPONDED AFTER NOTIFICATION BY "CALL SUNSHINE".

TICKET 202507664
FL : VOLUSIA COUNTY, NEW SMYRNA BEACH
ENDSLEY LN

AT&T NATIONAL DAMAGE PREVENTION:
*** NOTIFICATION OF HIGH PRIORITY FACILITIES ONSITE ***
THIS LOCATE REQUEST IS NEAR AN AT&T HIGH PROFILE FACILITY. BEFORE DIGGING IN THIS AREA WAIT ON LOCATES TO BE PERFORMED. TAKE CARE TO OBSERVE SITE MARKINGS SUCH AS PAINT AND FLAGS. HAND DIGGING IS MANDATORY WITHIN THE STATUTORY TOLERANCE ZONE.

A T & T/ DISTRIBUTION
- NO CONFLICT - UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

CHARTER COMMUNICATIONS
- CLEAR NO FACILITIES

FLORIDA PUBLIC UTILITIES CO.
- MARKED

UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH - ELECTRIC
- CLEAR NO FACILITIES

UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH - WATER
- CLEAR NO FACILITIES

CHARTER-TIME WARNER CAB
- MARKED 4 - EXCAVATION SITE CLEAR

NOTE:
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SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
(386) 761-5385
PORT ORANGE, FL. 32127
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com
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TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	CHECKED BY
SPECIFIC PURPOSE			
ALTA/ NSPS SURVEY	JULY 30, 2025	25-0655	J. HATTENDORF
TOPOGRAPHIC SURVEY	JULY 30, 2025	25-0655	J. HATTENDORF
FOUNDATION LOCATION			
FINAL IMPROVEMENTS			
RECERTIFICATION			

FIELD BOOK:1558 — PAGE (S): 47, 50, 51, 55
FIELD BOOK:1560 — PAGE (S): 16-18, 24, 26-28

FIELD DATE: JULY 30, 2025
PARTY CHIEF: J. PENFIELD, K. HELMICK
DRAWN BY: J. MOLLER
CHECKED BY: J. HATTENDORF

ALTA/NSPS LAND TITLE SURVEY AND TOPOGRAPHIC SURVEY
507 MYRTLE STREET, NEW SMYRNA BEACH, FLORIDA
CLIENT: GBT REALTY CORPORATION

PROJECT: 07104
JOB: 25-0655
SCALE: N/A
SHEET: 2 OF 5

FILE: K:/ 25/ 250655 SPROUTS ALTA/ 250655 ALTA.DWG

ALTA / NSPS LAND TITLE
& TOPOGRAPHIC SURVEY

FOR

GBT REALTY CORPORATION



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FOUNDATION LOCATION			
FINAL IMPROVEMENTS			
RECERTIFICATION			

FIELD DATE: JULY 30, 2025	FIELD BOOK:1558	
PARTY CHIEF: J. PENFIELD K. HELMICK	PAGE (S): 47, 50, 51, 55	
DRAWN BY: J. MOLLER	FIELD BOOK:1560	
CHECKED BY: J. HATTENDORF	PAGE (S): 16-18, 24, 26-28	

ALTA/NSPS LAND TITLE SURVEY AND TOPOGRAPHIC SURVEY

507 MYRTLE STREET,
NEW SMYRNA BEACH, FLORIDA

CLIENT: GBT REALTY CORPORATION

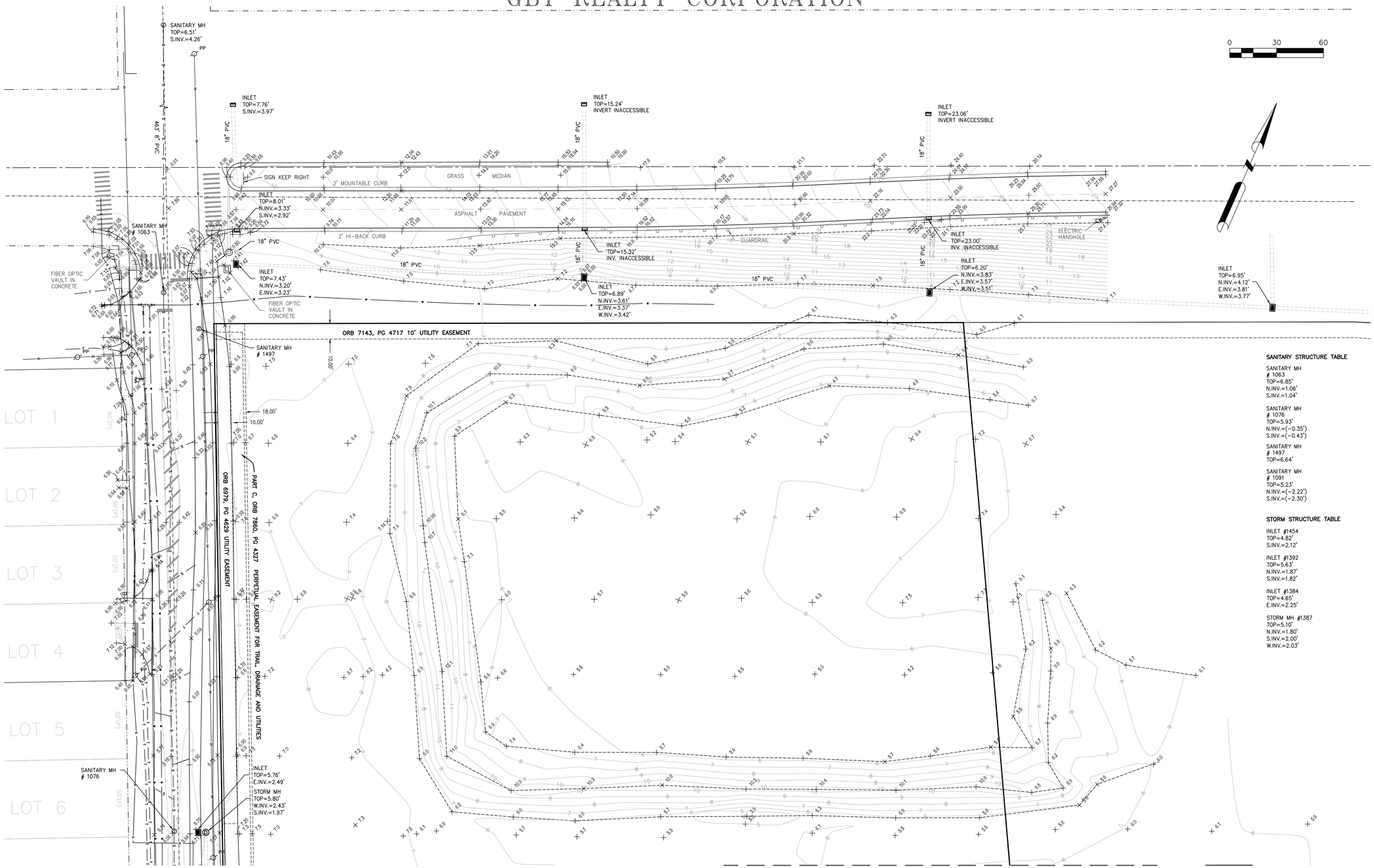
PROJECT: 07104
JOB: 25-0655
SCALE: 1"=100'
SHEET: 3 OF 5

FILE: K:/ 25/ 250655 SPROUTS ALTA/ 250655 ALTA.DWG

ALTA / NSPS LAND TITLE
& TOPOGRAPHIC SURVEY

FOR

GBT REALTY CORPORATION



SANITARY STRUCTURE TABLE

SANITARY MH
# 1063
TOP=6.85'
N.INV.=1.06'
S.INV.=1.04'

SANITARY MH
# 1076
TOP=5.93'
N.INV.=(-0.35')
S.INV.=(-0.43')

SANITARY MH
# 1497
TOP=6.64'

SANITARY MH
# 1091
TOP=5.23'
N.INV.=(-2.22')
S.INV.=(-2.30')

STORM STRUCTURE TABLE

INLET #1454
TOP=4.82'
S.INV.=2.12'

INLET #1392
TOP=5.63'
N.INV.=1.87'
S.INV.=1.82'

INLET #1384
TOP=4.65'
E.INV.=2.25'

STORM MH #1387
TOP=5.10'
N.INV.=1.80'
S.INV.=2.00'
W.INV.=2.03'

NOTE:
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SPECIFIC PURPOSE			
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TOPOGRAPHIC SURVEY	JULY 30, 2025	25-0655	J. HATTENDORF
FOUNDATION LOCATION			
FINAL IMPROVEMENTS			
RECERTIFICATION			

FIELD BOOK:	FIELD BOOK:1558
FIELD DATE: JULY 30, 2025	PAGE (S): 47, 50, 51, 55
PARTY CHIEF: J. PENFIELD K. HELMICK	FIELD BOOK:1560
DRAWN BY: J. MOLLER	PAGE (S): 16-18, 24, 26-28
CHECKED BY: J. HATTENDORF	

ALTA/NSPS LAND TITLE SURVEY
AND TOPOGRAPHIC SURVEY

507 MYRTLE STREET,
NEW SMYRNA BEACH, FLORIDA

CLIENT: GBT REALTY CORPORATION

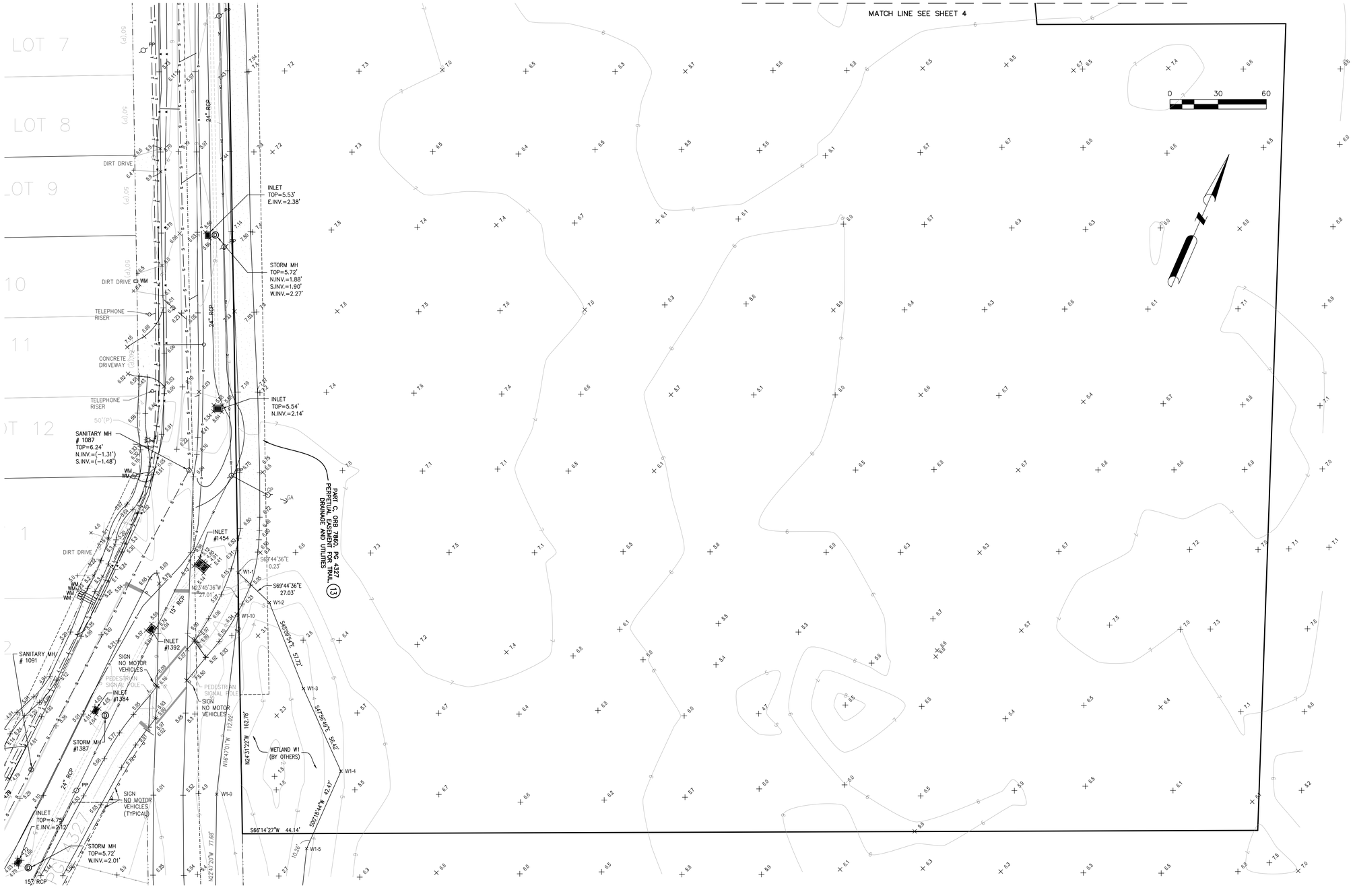
PROJECT: 07104
JOB: 25-0655
SCALE: 1"=30'
SHEET: 4 OF 5

FILE: K:/ 25/ 250655 SPROUTS ALTA/ 250655 ALTA.DWG

ALTA / NSPS LAND TITLE
& TOPOGRAPHIC SURVEY

FOR

GBT REALTY CORPORATION



NOTE:
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FIELD DATE: JULY 30, 2025	FIELD BOOK:1558	FIELD BOOK:1560
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CHECKED BY: J. HATTENDORF		

ALTA / NSPS LAND TITLE SURVEY
AND TOPOGRAPHIC SURVEY

507 MYRTLE STREET,
NEW SMYRNA BEACH, FLORIDA

CLIENT: GBT REALTY CORPORATION

PROJECT: 07104
JOB: 25-0655
SCALE: 1"=30'
SHEET: 5 OF 5

FILE: K:/ 25/ 250655 SPROUTS ALTA/ 250655 ALTA.DWG

EXHIBIT B

Site Plan



MASTER DEVELOPMENT PLANS

FOR

SPROUTS SHOPPING CENTER

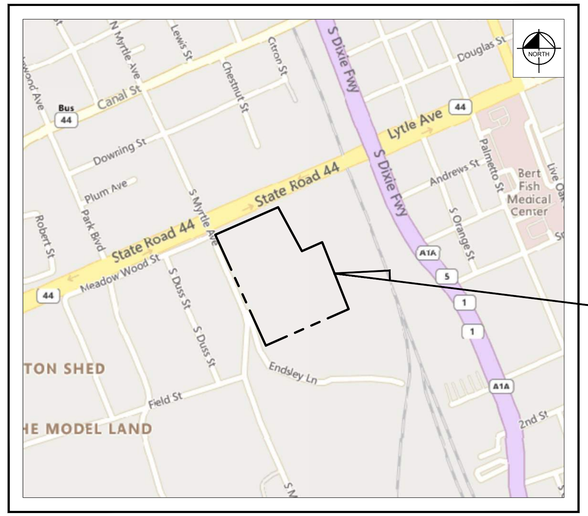
PARCEL ID NUMBER: 741923000041

507 S. MYRTLE AVE.
NEW SMYRNA BEACH, FLORIDA
03-27-2026



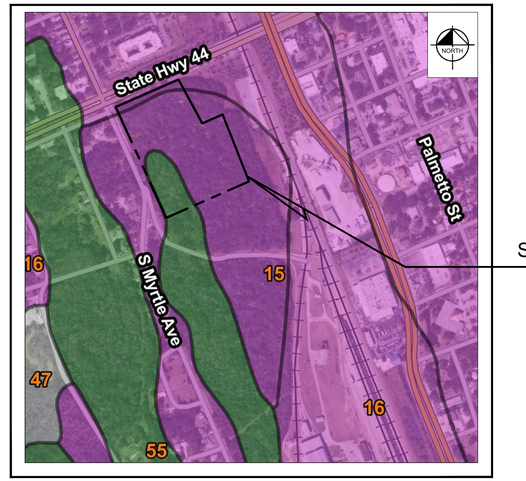
AERIAL PHOTOGRAPH
N.T.S.

SCALE: 1" = 2000'



SECTION 11 , TOWNSHIP 26, RANGE 16

LOCATION MAP
N.T.S.



SOILS MAP
N.T.S.

15 - COCOA SAND
16 - COCOA - URBAN LAND COMPLEX
55 - RIVIERA FINE SAND

PROJECT TEAM

OWNER

NSB 103 DEVELOPMENT LLC
1215 GESSNER DR
HOUSTON TX, 77055

SURVEYOR:

SLIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127
JEFF HOFIUS
(386) 761 - 5385

DEVELOPER:

GBT REALTY CORPORATION
9010 OVERLOOK BOULEVARD
BRENTWOOD, TN 37027
SCOTT COLE
(615) 505-3101
SCOLE@GBTREALTY.COM

LANDSCAPE ARCHITECT:

KIMLEY-HORN AND ASSOCIATES, INC.
200 S. ORANGE AVENUE, SUITE 600
ORLANDO, FL 32801
ZACK HALL, PLA
(407) 768-3222
ZACK.HALL@KIMLEY-HORN.COM

CIVIL ENGINEER:

KIMLEY-HORN AND ASSOCIATES, INC.
200 S. ORANGE AVENUE, SUITE 600
ORLANDO, FL 32801
BRENT LENZEN, P.E.
(407) 427-1610
BRENT.LENZEN@KIMLEY-HORN.COM

INDEX OF SHEETS

MP0.0	COVER
MP4.1	COMMERCIAL SITE PLAN
MP4.2	OPEN SPACE PLAN
MP4.3	TREE CANOPY EXHIBIT
MP4.4	PHASING PLAN
MP5.0	OVERALL UTILITY PLAN
MP5.1	UTILITY PLAN

PREPARED BY

Kimley»Horn

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PHONE: (407) 898-1511
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No.	REVISIONS	DATE	BY

SHEET NUMBER
MP0.0

Drawing name: K:\orl_civil\249631001-new smyrna beach sprouts\CADD\master development\plansheets\MP0.0-COVR.dwg C0.0 Mar 27, 2026 9:14am by: Dorian.Niranjan
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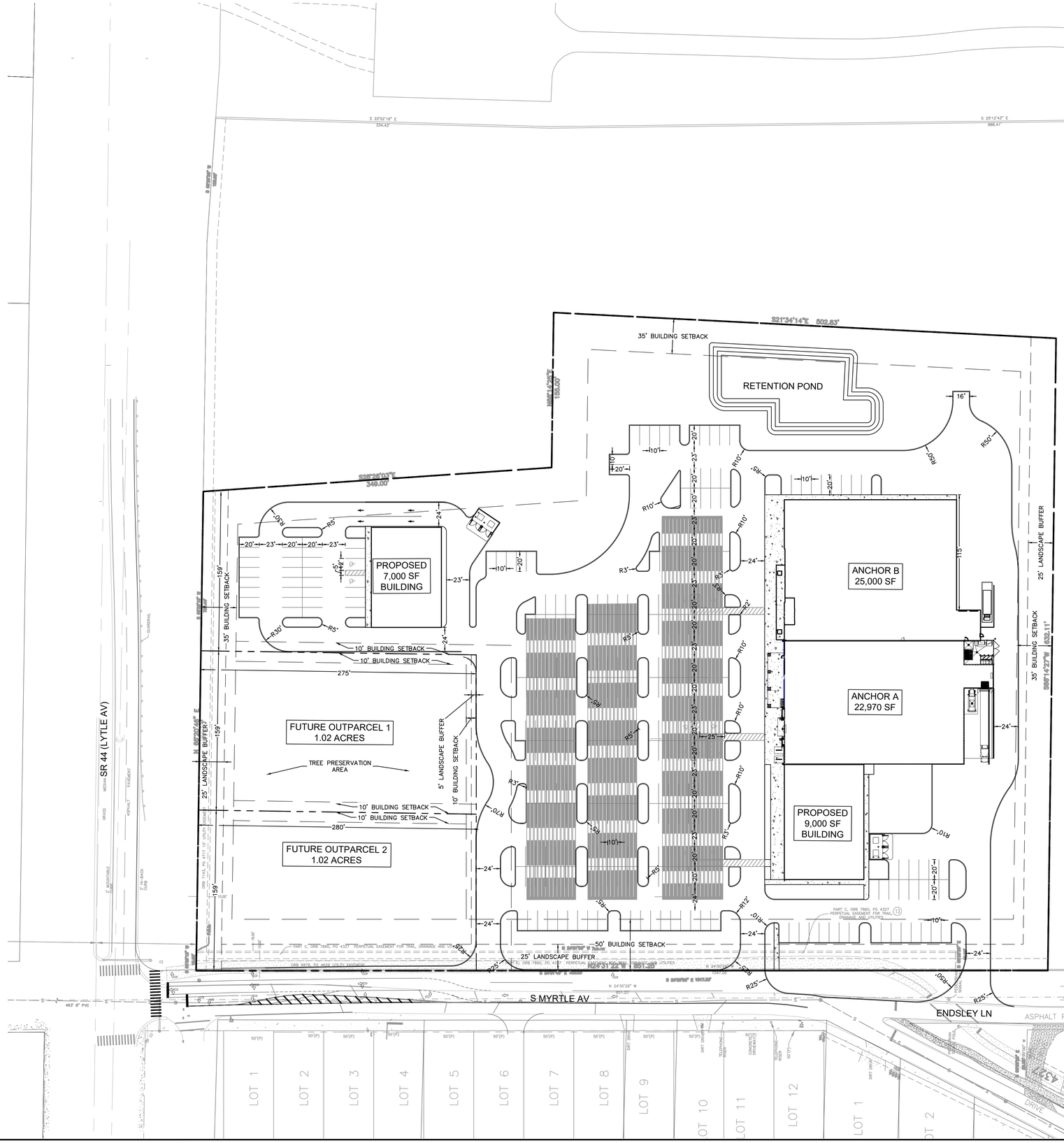

GRAPHIC SCALE IN FEET
0 25 50 100

SITE DATA

		PH 1: 9.33 AC	PH 2: 2.04 AC
TOTAL SITE AREA:	11.37 AC (495,135.80 SF)		
EXISTING ZONING:	LIGHT INDUSTRY (I-1)		
FUTURE LAND USE:	INDUSTRIAL MIXED USE (IMU)		
EXISTING USE:	VACANT (WOODED)		
PROPOSED USE:	COMMERCIAL RETAIL		
REQD MAX BUILDING HEIGHT:		45 FT	45 FT
REQD MIN LOT SIZE:		1.00 AC	0.5 AC
REQD. MIN BUILDING SEPARATION:		0 FT	20 FT
REQD. MAX INDIVIDUAL BLDG SIZE:		25,000 SF	11,325 SF
REQD. MAX BLDG COVERAGE:	25%	2.33 AC	0.26 AC
REQD. MIN OPEN SPACE:	20%	1.87 AC	0.41 AC
REQD. MIN NATURAL VEGETATION:	15%	1.40 AC	0.31 AC
REQD. MIN INTERIOR LANDSCAPING:	10%	0.28 AC	
MAX IMPERVIOUS:	80%	7.46 AC	1.63 AC

OPEN SPACE PROVIDED PH-1: 3.31 AC / 35.48%

PROPOSED IMPERVIOUS PH-1:

SIDEWALK	0.23 AC
ASPHALT	4.31 AC
BUILDING	1.47 AC
TOTAL:	6.01 AC / 64.42%

PARKING REQUIRED:	PH 1:	PH 2:
RETAIL 4/SP/1,000 SF (63,970 SF)		
REGULAR 10' X 20'	249 SPACES	
ADA SPACES (201-300 PROVIDED)	7 SPACES	
TOTAL:	263 SPACES	
PARKING PROVIDED:		
STANDARD SPACES	293 SPACES	
ADA SPACES	11 SPACES	
TOTAL:	304 SPACES	
NOT TO EXCEED 120% OF MINIMUM REQUIREMENT		

MINIMUM PARKING REQUIRED FOR PHASE 2 TO BE PROVIDED PER THE LDR AND THE PROPOSED USE

BUILDING SETBACKS:	REQUIRED PH 1:	REQUIRED PH 2: *
NORTH	35 FT	35 FT
EAST	35 FT	10 FT
WEST	50 FT	50 FT
SOUTH	35 FT	10 FT
LANDSCAPE BUFFERS		
NORTH	25 FT	25 FT
EAST	N/A	N/A
WEST	25 FT	25 FT
WEST	25 FT	25 FT
SOUTH	25 FT	5 FT

*REQUIRED 10 FT INTERIOR SETBACK BETWEEN OUTPARCELS

PH-1 INTERIOR LANDSCAPING CALCS:

REGULAR PARKING SPACES - 293	293 X 20' X 10' = 58,600 SF / 1.35 AC
ADA PARKING SPACES - 11	11 X 20' X 17' = 3,740 SF / 0.08 AC
PARKING AISLE PAVEMENT	58,333 SF / 1.34 AC
TOTAL:	120,673 SF / 2.77 AC

10% OF PARKING = 0.28 AC OF INTERIOR LANDSCAPE ISLANDS REQUIRED

FLOOR AREA RATIO

MAXIMUM ALLOWABLE F.A.R.: 0.5

PROPOSED UTILITIES

SANITARY SEWER: CONNECTION TO EXISTING GRAVITY SEWER ALONG S MYRTLE AV
POTABLE WATER: CONNECTION TO EXISTING WATER MAIN ALONG S MYRTLE AV
RECLAIMED WATER: CONNECTION TO EXISTING RECLAIM WATER MAIN ACROSS SR 44

GENERAL NOTES:

1. ALL MEASUREMENTS TO FACE OF CURB UNLESS OTHERWISE NOTED.

2. FIRE PROTECTION WATER SUPPLY TO BE AVAILABLE PRIOR TO AND DURING CONSTRUCTION.

2. ALL AFFECTED SIDEWALKS, RAMPS, AND CROSSWALKS, WILL BE BUILT AND INSPECTED TO MEET CURRENT ADA REQUIREMENTS.

4. ALL FUTURE DEVELOPMENTS WILL NEED TO APPLY FOR PERMIT PRIOR TO CONSTRUCTION.

5. SITE SHALL COMPLY WITH THE FLORIDA BUILDING CODE 8TH EDITION (2023) ACCESSIBILITY

6. FINAL SITE SHALL BE GRADED TO PROVIDE PEDESTRIAN AND PARKING ADA ACCESSIBILITY

7. SEPARATE PERMITS ARE REQUIRED FOR THE FOLLOWING IF APPLICABLE CONSTRUCTION TRAILERS, SALES CENTERS, DUMPSTER ENCLOSURES, LIFT STATIONS, SWIMMING POOLS, PLAYGROUND EQUIPMENT, WALL SIGNS, MONUMENT SIGNS, RETAINING/LANDSCAPE WALLS, ENTRY WALL FEATURES, SITE LIGHTING, GENERATORS, STORAGE SHEDS, STORAGE BUILDINGS, LIGHTNING PROTECTION SYSTEMS, BULK OXYGEN STORAGE TANKS, FENCES, AWNINGS, GREASE TRAPS, PAINT SPRAY BOOTHS, UNDERGROUND AND ABOVE GROUND FUEL STORAGE TANKS, HELIPADS, EV CHARGING STATIONS ETC.

8. STORMWATER MANAGEMENT FOR THE ENTIRE 11.37 ACRES, INCLUDING OUTPARCELS WILL BE PROVIDED FOR WITHIN THE CENTRAL SYSTEM.

LEGEND:

PROPOSED STORMWATER EXFILTRATION PIPE

Always call 811 two full business days before you dig to have underground utilities located and marked.

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PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL
BRENT A. LENZEN P.E.
FLORIDA LICENSE NUMBER 78537
DATE: 02/09/2026

KHA PROJECT 249631001
DATE 02/09/2026
SCALE AS SHOWN
DESIGNED BY DRN
DRAWN BY DRN
CHECKED BY BAL

COMMERCIAL SITE PLAN

MASTER DEVELOPMENT PLANS

NEW SMYRNA BEACH FLORIDA

SHEET NUMBER
MP4.1

Posted By:Nicholas Dorion Street Set:Master Plan Layout:C4.1 March 27, 2026 11:25:23am K:\orl_civil\249631001-new smyrna beach sprouts\CADD\master development\sheets\MP4.0 - SITE PLAN.dwg
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NORTH

GRAPHIC SCALE IN FEET
0 30 60 120

PHASE 1: – 9.33 ACRES

SITE DATA	REQUIRED	PROVIDED
OPEN SPACE:	1.87AC / 20%	3.31 AC / 35.48%
VEGETATIVE SPACE	1.40 AC / 15%	3.02 AC / 32.37%
PARKING AREA		
SPACES		1.43 AC
PARKING AISLES		1.34 AC
INTERIOR LANDSCAPING	10% OF PARKING = 0.28 AC	0.39 AC

LEGEND

- OPEN SPACE
- VEGETATIVE SPACE
- PARKING AISLES
- LIMITS OF INTERIOR LANDSCAPING

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FLORIDA LICENSE NUMBER
78537
DATE: 02/09/2026

KHA PROJECT	249631001
DATE	02/09/2026
SCALE	AS SHOWN
DESIGNED BY	-
DRAWN BY	VOP
CHECKED BY	BAL

OPEN SPACE PLAN

MASTER DEVELOPMENT PLANS

NEW SMYRNA BEACH FLORIDA

SHEET NUMBER
MP4.2

Plotted By:Nicanjon, Dorion Sheet Set:Master Plan Layout:C4.2 March 27, 2026 11:19:29am K:\orl_civil\249631001-new smyrna beach sprouts\CADD\master development\pronsheets\MP4.0 – SITE PLAN.dwg
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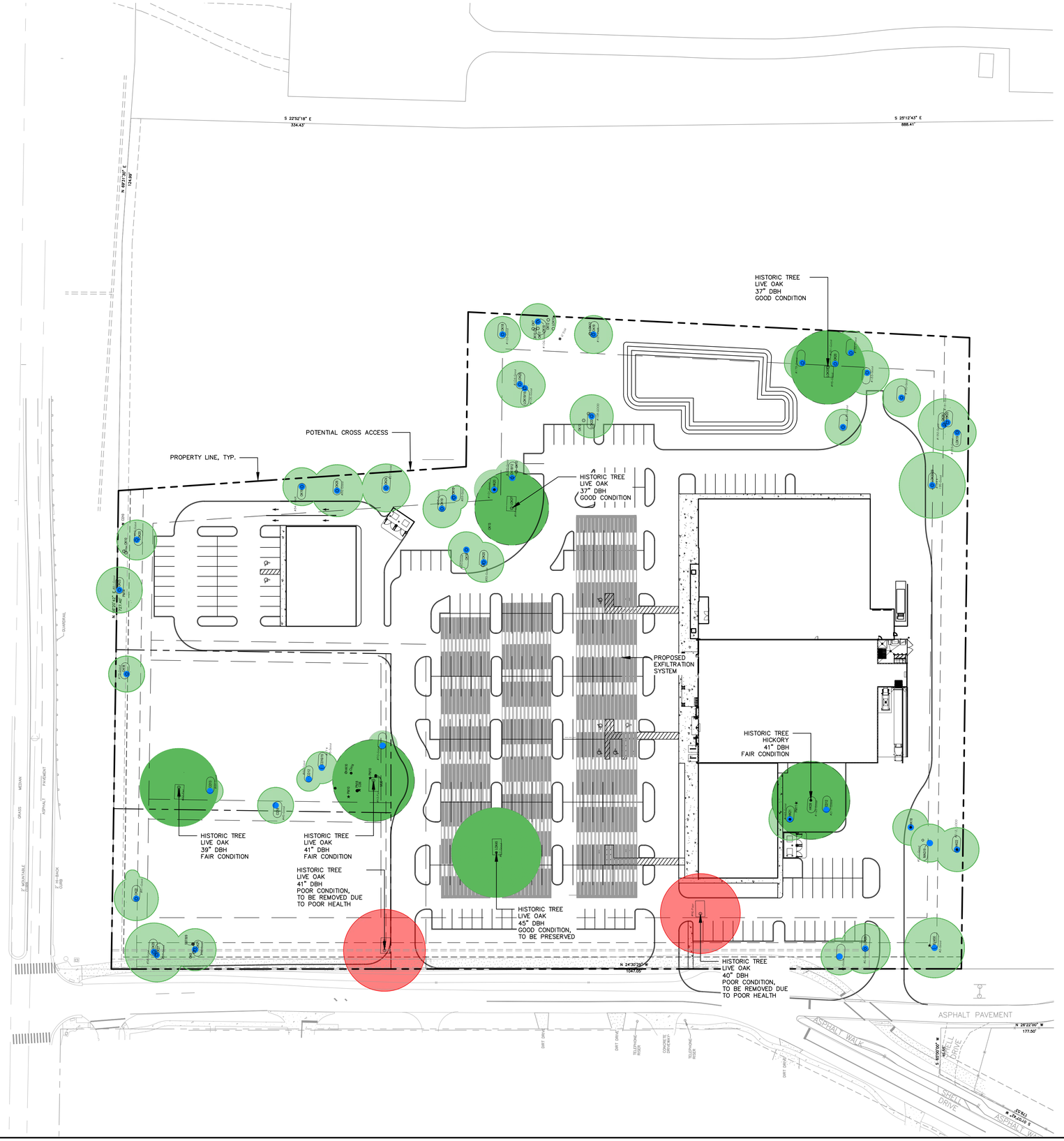
KEY

HISTORIC TREE TO BE PRESERVED (6 TOTAL)

SPECIMEN TREE TO BE PRESERVED (45 TOTAL)

HISTORIC TREE TO BE REMOVED (2 TOTAL)



GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

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78537
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KHA PROJECT	249631001
DATE	03/27/2026
SCALE	AS SHOWN
DESIGNED BY	–
DRAWN BY	VQP
CHECKED BY	BAL

TREE CANOPY EXHIBIT

MASTER DEVELOPMENT PLANS

NEW SMYRNA BEACH FLORIDA

SHEET NUMBER
MP4.3

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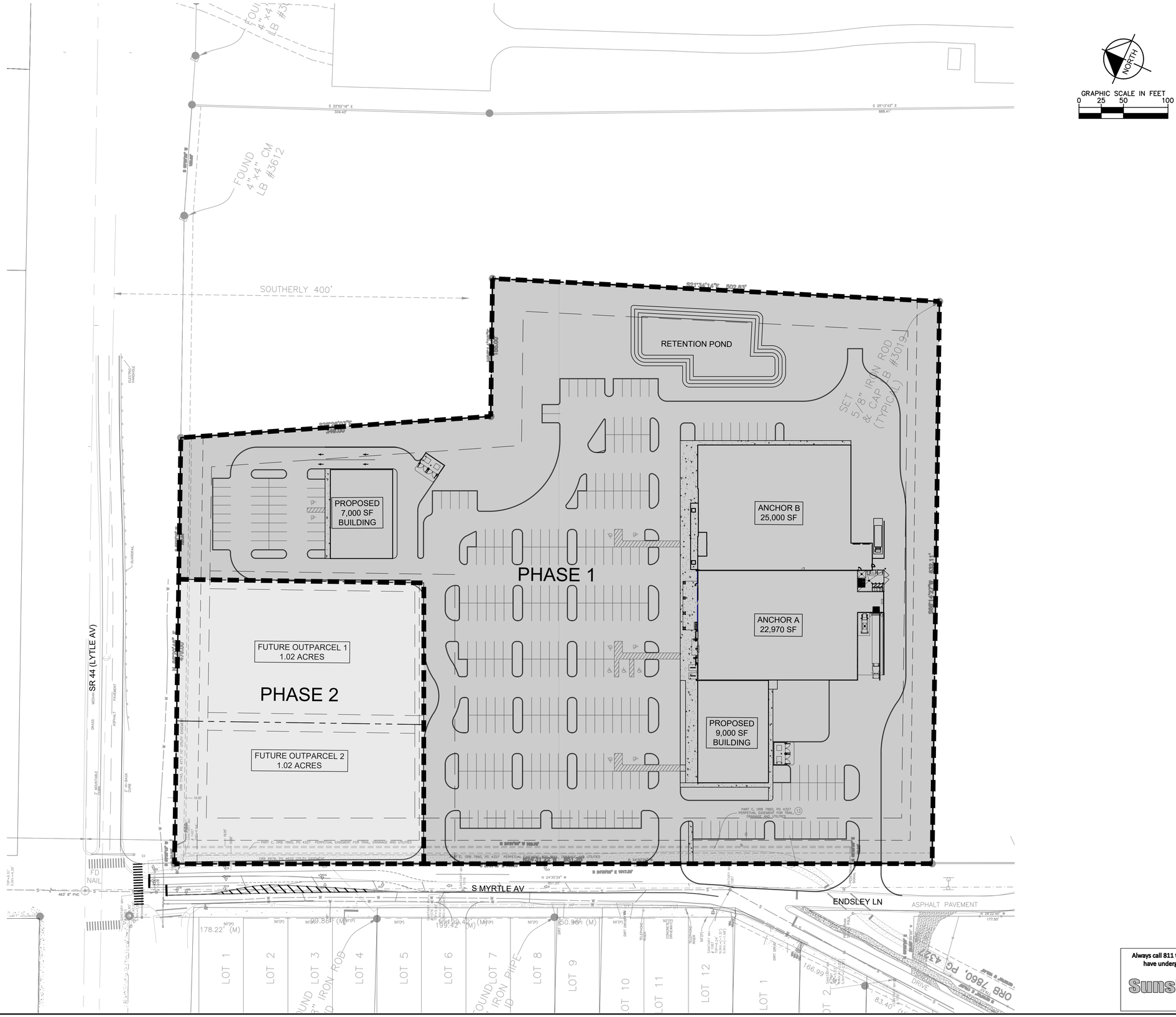

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FLORIDA LICENSE NUMBER
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DATE: 02/09/2026

KHA PROJECT	249631001
DATE	02/09/2026
SCALE	AS SHOWN
DESIGNED BY	–
DRAWN BY	VDP
CHECKED BY	BAL

PHASING PLAN

MASTER DEVELOPMENT PLANS

NEW SMYRNA BEACH FLORIDA

SHEET NUMBER
MP4.4

Plotted By:Nranjan, Dorian Sheet Set:Master Plan Layout:MP4.4 March 27, 2026 11:20:14am K:\orl_civil\249631001-new smyrna beach sprouts\CAD\master development\plansheets\MP4.0 – SITE PLAN.dwg
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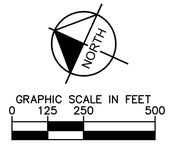

PROPOSED USES:

INDUSTRIAL	± 91.33 AC
COMMERICAL	± 11.37 AC

LEGEND

- PROPERTY LINE (TYP.)
- PROPOSED SANITARY SEWER LINE
- PROPOSED WATER LINE
- PROPOSED FIRE LINE
- PROPOSED FIRE HYDRANT
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER LINE
- EXISTING FORCE MAIN
- EXISTING WATER LINE
- EXISTING RECLAIM WATER LINE
- EXISTING STORM PIPE
- EXISTING GAS LINE
- EXISTING OVERHEAD ELECTRIC
- EXISTING UNDERGROUND ELECTRIC
- EXISTING UNDERGROUND COMMUNICATION
- EXISTING UNIDENTIFIED UTILITY
- EXISTING STORM MANHOLE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING FIRE HYDRANT

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BRENT A. LENZEN P.E.
FLORIDA LICENSE NUMBER
78537
DATE 02/09/2026

KHA PROJECT	249631001	SCALE	AS SHOWN
DATE	02/09/2026	DESIGNED BY	-
		DRAWN BY	VOP
		CHECKED BY	BAL

UTILITY PLAN

MASTER DEVELOPMENT PLANS

NEW SMYRNA BEACH FLORIDA

SHEET NUMBER
MP5.0

Plotted By:Niranjan, Durjan Sheet Set:Master Plan Layout:MP5.0 March 27, 2026 11:20:43am K:\orl_civil\249631001-new smyrna beach sprouts\CADD\master development\plansheets\MP5.0 - UTILITY PLAN.dwg
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Plotted By: Nina Bin, Dorjin Sheet Set: Master Plan Layout: MP5.1 March 27, 2026 11:20:50am K:\orl_civil\249631001-new smyrna beach sprouts\CADD\master development\plansheets\MP5.0 – UTILITY PLAN.dwg
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SPILLWAY

SET IR & CAP LB 3612

S 22°55'18" E 334.43'

SET IR & CAP LB 3612

S 25°13'43" E 858.41'

SET IR & CAP LB 3612

SET IR & CAP LB 3612

ORB 7143, PG 4717 UTILITY EASEMENT

SOUTHERLY 400'

S21°34'14"E 502.83'

N68°14'27"E 155.00'

S26°25'03"E 340.00'

S68°14'27"W 632.11'

RETENTION POND

PROPOSED 7,000 SF BUILDING

ANCHOR B 25,000 SF

ANCHOR A 22,970 SF

PROPOSED 9,000 SF BUILDING

PROPOSED 12' UTILITIES EASEMENT

EXISTING 10' UTILITY EASEMENT

PROPOSED FIRE HYDRANT ASSEMBLY(TYP.)

PROPOSED SANITARY SEWER STUB-OUT FOR BUILDING CONNECTION(TYP.)

PROPOSED POTABLE WATER SERVICE STUB-OUT FOR BUILDING CONNECTION(TYP.)

PROPOSED GREASE TRAP

PROPOSED SANITARY SEWER MANHOLE(TYP.)

PROPOSED FIRE LINE BACK FLOW PREVENTER

PROPOSED SANITARY SEWER CONNECTION

PROPOSED WATER MAIN CONNECTION

PROPOSED POTABLE WATER METER AND BACK FLOW PREVENTER(TYP.)

FUTURE OUTPARCEL 1
1.02 ACRES

FUTURE OUTPARCEL 2
1.02 ACRES

PROPOSED WATER MAIN CONNECTION(TYP.)

PROPOSED POTABLE WATER METER AND BACKFLOW PREVENTER(TYP.)

PROPOSED FIRE LINE BACK FLOW PREVENTER

EXISTING 12" WATER MAIN

EXISTING 18' EASEMENT FOR TRAIL, DRAINAGE AND UTILITIES

EXISTING 8" WATER MAIN

PROPOSED 12' UTILITIES EASEMENT

ORB 6979, PG 4629 UTILITY EASEMENT

PART C, ORB 7860, PG 4327 PERPETUAL EASEMENT FOR TRAIL, DRAINAGE AND UTILITIES

BEGINNING OF SOUTHERLY R/W LINE

EASTERLY R/W LINE

S MYRTLE AV

ENDSLEY LN

ASPHALT PAVEMENT

SR 44 (LYTTLE AV)

LOT 1 LOT 2 LOT 3 LOT 4 LOT 5 LOT 6 LOT 7 LOT 9 LOT 10 LOT 11 LOT 12

FD 1/2" IR HELD

FD IR & CAP LB 2599

FD IR NO ID

FD 1" IR 0.00' HELD

FD IR & CAP RLS 2027 0.00' E HELD

FD IR & CAP RLS 4165

FD 4"X4" CM BRASS DISK PRM LS 4155

FD IR NO ID

ORB 7860, PG 4327

GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

LEGEND

- PROPERTY LINE (TYP.)
- PROPOSED SANITARY SEWER LINE
- PROPOSED WATER LINE
- PROPOSED FIRE LINE
- PROPOSED FIRE HYDRANT
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER LINE
- EXISTING FORCE MAIN
- EXISTING WATER LINE
- EXISTING RECLAIM WATER LINE
- EXISTING STORM PIPE
- EXISTING GAS LINE
- EXISTING OVERHEAD ELECTRIC
- EXISTING UNDERGROUND ELECTRIC
- EXISTING UNDERGROUND COMMUNICATION
- EXISTING UNIDENTIFIED UTILITY
- EXISTING STORM MANHOLE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING FIRE HYDRANT

Always call 811 two full business days before you dig to have underground utilities located and marked.

Sunshine811.com

No.	REVISIONS	DATE	BY

Kimley»Horn
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200 S. ORANGE AVENUE, SUITE 600, ORLANDO, FL 32801
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL
BRENT A. LENZEN P.E.
FLORIDA LICENSE NUMBER
78537
DATE: 02/09/2026

KHA PROJECT 249631001
DATE 02/09/2026
SCALE AS SHOWN
DESIGNED BY –
DRAWN BY VOP
CHECKED BY BAL

UTILITY PLAN

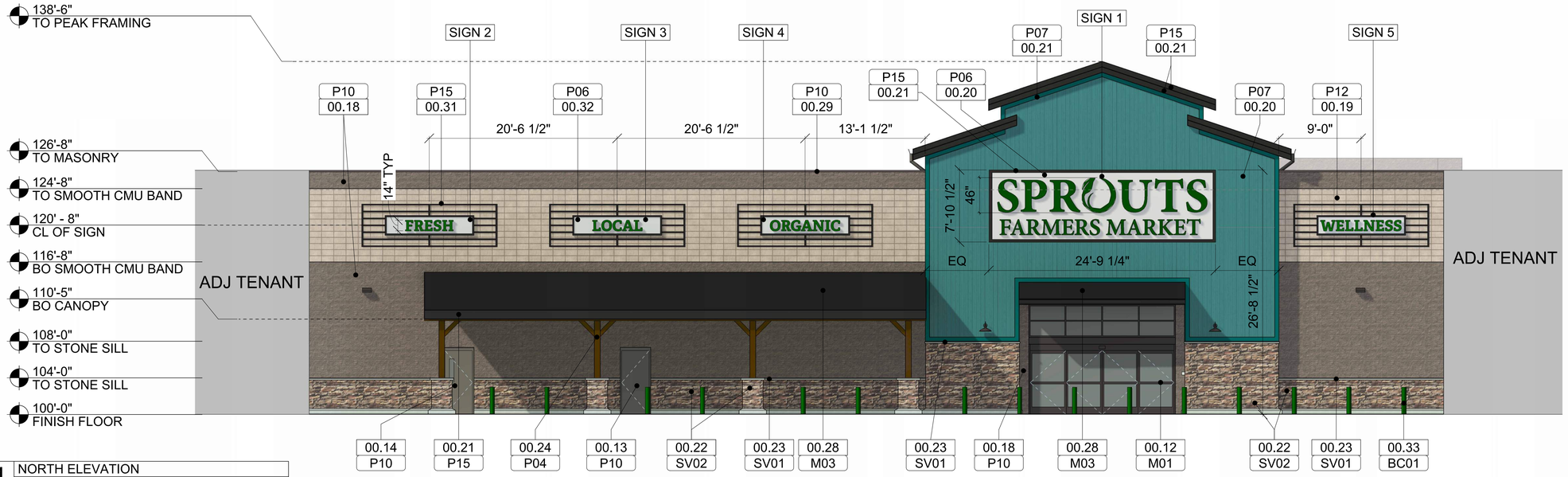
MASTER DEVELOPMENT PLANS

NEW SMYRNA BEACH FLORIDA

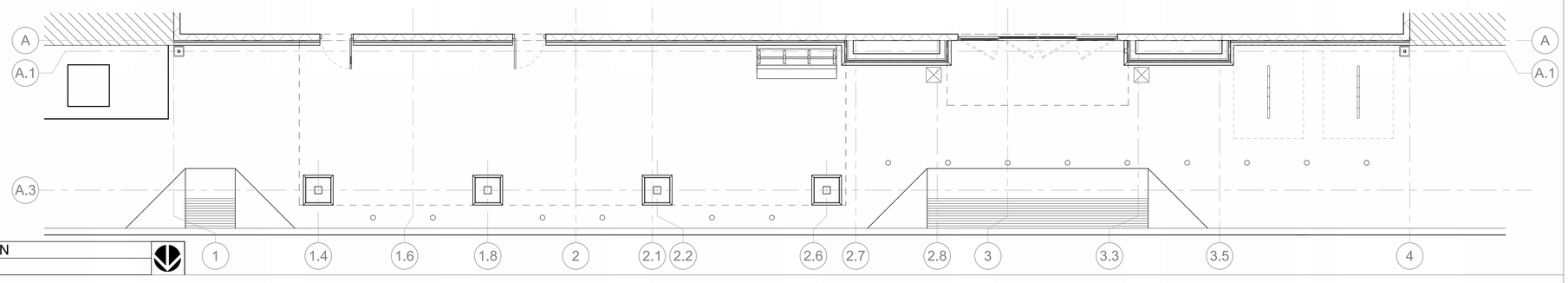
SHEET NUMBER
MP5.1

EXHIBIT C

Architectural Elevations



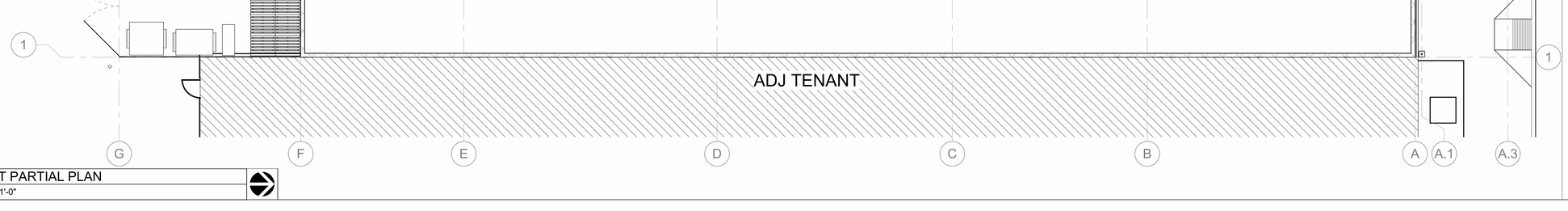
4 NORTH ELEVATION
3/16" = 1'-0"



3 NORTH PARTIAL PLAN
3/16" = 1'-0"



2 EAST ELEVATION
1/8" = 1'-0"



1 EAST PARTIAL PLAN
1/8" = 1'-0"

ALL ASPECTS OF THE SIGNAGE, BOTH BUILDING AND SITE, SHALL BE GOVERNED BY SPROUTS' MOST CURRENT PROTOTYPE SIGN STANDARDS MANUAL AND CODE REQUIREMENTS.

FOR MATERIAL AND FINISH DETAILS SEE SHEET C-1D MATERIAL BOARD

FOR SIGN DESCRIPTIONS SEE SHEET C-1A SIGNAGE SITE PLAN

ACCENT COLOR FOR ADDITIONAL STRUCTURES: P15

FOR CLARITY OUTDOOR FIXTURES ARE NOT SHOWN

KEYNOTES

00.09	SUSTAINABILITY AREA WITH CHAIN LINK FENCE AND GATE
00.12	AUTOMATIC SLIDING ENTRY DOOR
00.13	HOLLOW METAL EGRESS DOOR
00.14	CLICK & COLLECT DOOR
00.18	SPLIT FACE CMU, RUNNING BOND
00.19	SMOOTH FACE CMU, STACKED BOND
00.20	JAMES HARDIE FIBER CEMENT SIDING
00.21	JAMES HARDIE FIBER CEMENT TRIM
00.22	MANUFACTURED STONE VENEER SYSTEM
00.23	MANUFACTURED STONE SILL
00.24	WOOD POST WITH KICKER
00.28	STANDING SEAM METAL ROOF
00.29	METAL PARAPET CAP
00.31	ALUMINUM "PASTURE GATE" FRAMEWORK FOR SECONDARY SIGN BY SIGNAGE VENDOR
00.32	BACKGROUND PANEL FOR SECONDARY SIGN BY SIGNAGE VENDOR
00.33	IDEALSHIELD BOLLARD

KEYNOTES - SIGNAGE

SIGN 1	ILLUMINATED CHANNEL LETTERS, FLUSH MOUNTED
SIGN 2	ILLUMINATED CHANNEL LETTERS ON PASTURE GATE
SIGN 3	ILLUMINATED CHANNEL LETTERS ON PASTURE GATE
SIGN 4	ILLUMINATED CHANNEL LETTERS ON PASTURE GATE
SIGN 5	ILLUMINATED CHANNEL LETTERS ON PASTURE GATE

CLIENT
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Florida Corporate Certificate #AA C000526

ISSUES AND REVISIONS

NUMBER	DATE	DESCRIPTION

NOT FOR CONSTRUCTION

STORE INFORMATION
SPROUTS FARMERS MARKET
0678
LYTLE AVE & S MYRTLE AVE
NEW SMYRNA BEACH, FL

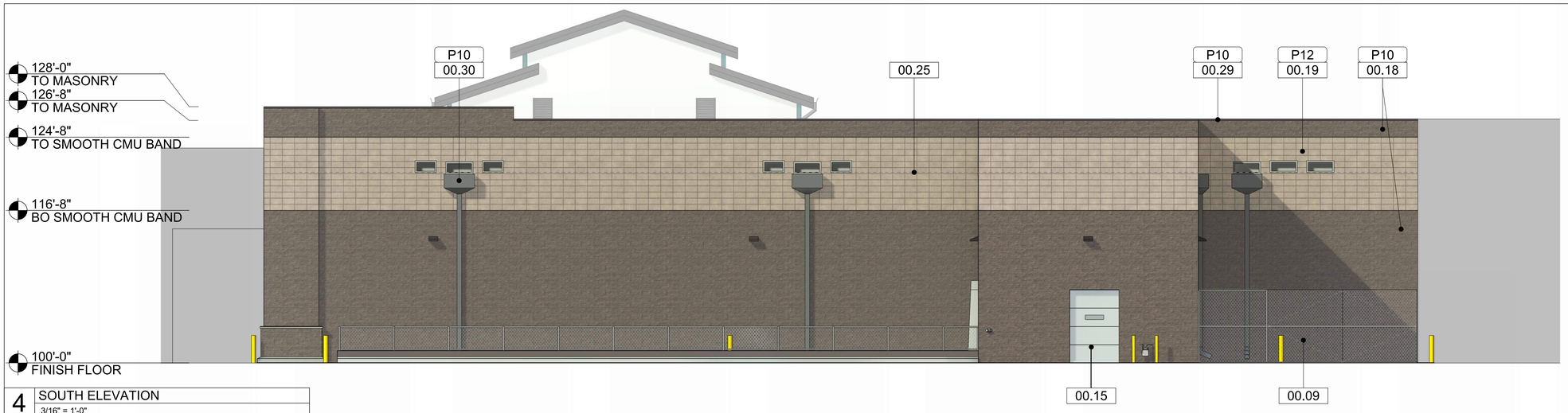
SHEET NAME
PREMISES ELEVATION AND TENANT'S BUILDING AND SITE SIGNAGE

DATE:	03/20/26
DRAWN BY:	JS/CH
CHECKED BY:	ED
BUILD TYPE:	NBTS
PROTOTYPE VERSION:	V6.2.9.1_20250305
PROJECT NUMBER:	20250170

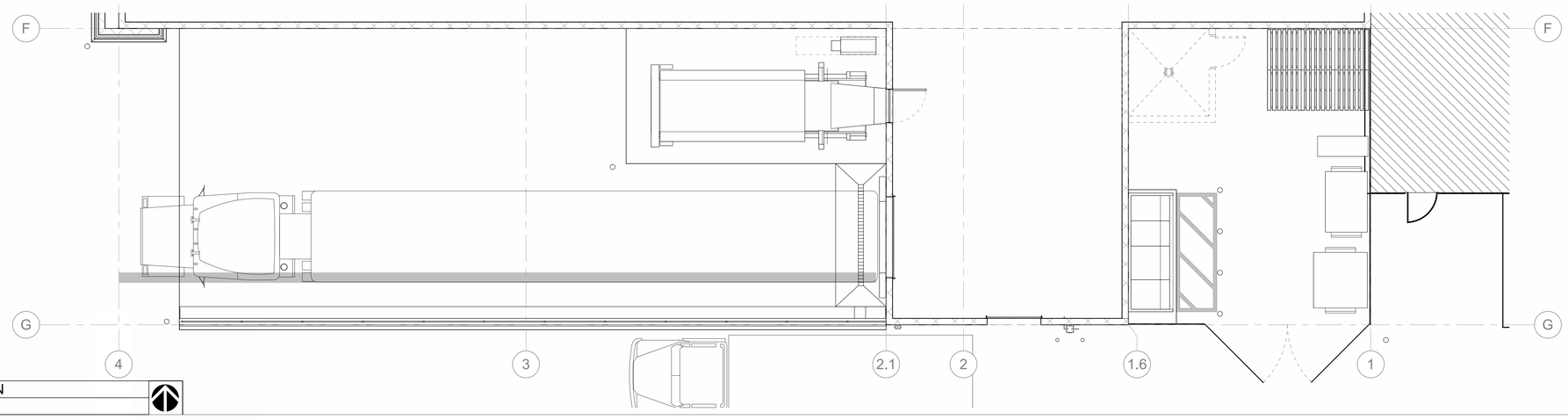
SHEET NUMBER
C-1C

719

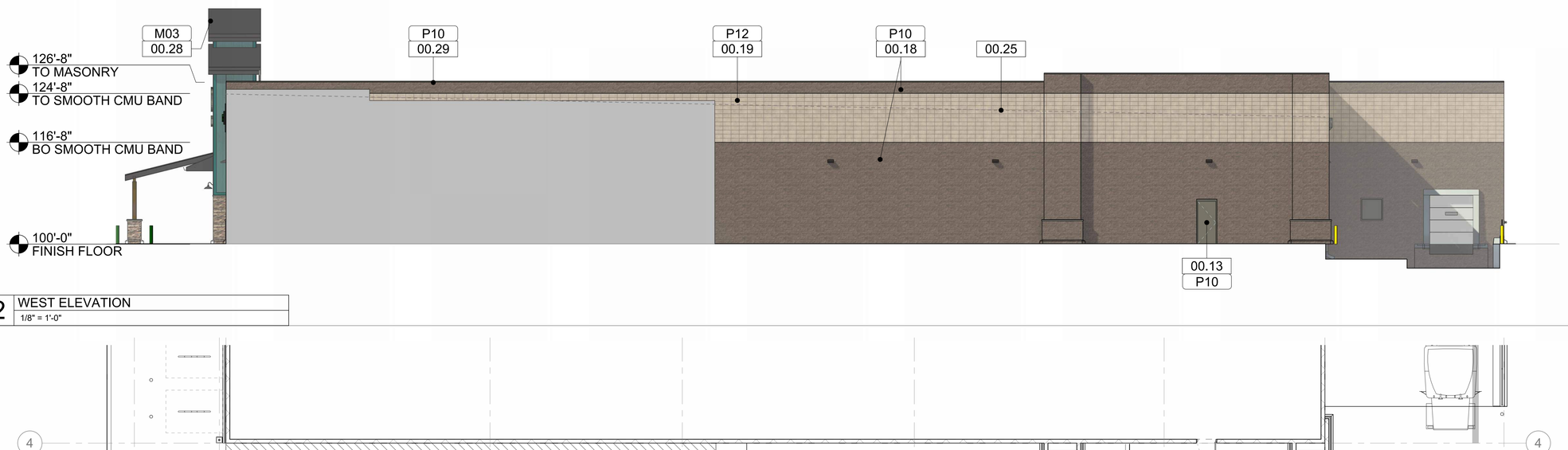
0678 NEW SMYRNA BEACH, FL NBTS EXHIBIT C-1C PREMISES ELEVATION AND TENANTS BUILDING AND SITE SIGNAGE



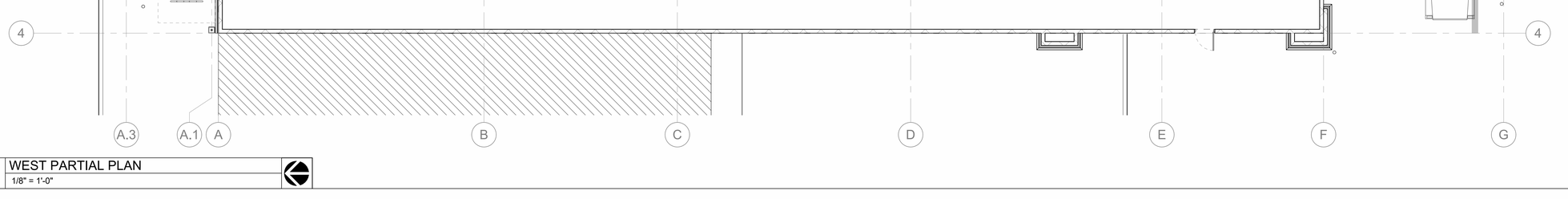
4 SOUTH ELEVATION
3/16" = 1'-0"



3 SOUTH PARTIAL PLAN
3/16" = 1'-0"



2 WEST ELEVATION
1/8" = 1'-0"



1 WEST PARTIAL PLAN
1/8" = 1'-0"

ALL ASPECTS OF THE SIGNAGE, BOTH BUILDING AND SITE, SHALL BE GOVERNED BY SPROUTS' MOST CURRENT PROTOTYPE SIGN STANDARDS MANUAL AND CODE REQUIREMENTS.

FOR MATERIAL AND FINISH DETAILS SEE SHEET C-1D MATERIAL BOARD

FOR SIGN DESCRIPTIONS SEE SHEET C-1A SIGNAGE SITE PLAN

ACCENT COLOR FOR ADDITIONAL STRUCTURES: P15

FOR CLARITY OUTDOOR FIXTURES ARE NOT SHOWN

KEYNOTES

00.09	SUSTAINABILITY AREA WITH CHAIN LINK FENCE AND GATE
00.13	HOLLOW METAL EGRESS DOOR
00.15	DAILY STORE DELIVERY (DSD) OVERHEAD DOOR
00.18	SPLIT FACE CMU, RUNNING BOND
00.19	SMOOTH FACE CMU, STACKED BOND
00.25	LINE OF ROOF BEYOND
00.28	STANDING SEAM METAL ROOF
00.29	METAL PARAPET CAP
00.30	METAL DOWNSPOUT

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ISSUES AND REVISIONS

NUMBER	DATE	DESCRIPTION

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STORE INFORMATION
SPROUTS FARMERS MARKET
0678
LYTLE AVE & S MYRTLE AVE
NEW SMYRNA BEACH, FL

SHEET NAME
PREMISES ELEVATION AND TENANT'S BUILDING AND SITE SIGNAGE

DATE:	03/20/26
DRAWN BY:	JS
CHECKED BY:	ED
BUILD TYPE:	NBTS
PROTOTYPE VERSION:	V6.2.9.1_20250305
PROJECT NUMBER:	20250170

SHEET NUMBER
C-1D

0678 NEW SMYRNA BEACH, FL NBTS EXHIBIT C-1D PREMISES ELEVATION AND TENANT'S BUILDING AND SITE SIGNAGE

ALL ASPECTS OF THE SIGNAGE, BOTH BUILDING AND SITE, SHALL BE GOVERNED BY SPROUTS' MOST CURRENT PROTOTYPE SIGN STANDARDS MANUAL AND CODE REQUIREMENTS.



STANDING SEAM METAL ROOFING

BERRIDGE
"AGED BRONZE"
(M03)

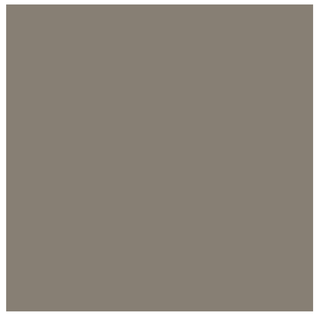
PAINT

PPG 1009-1
"TUNDRA FROST"
(P06)



PAINT

PPG 1142-6
"JERICHO JADE"
(P07)



PAINT

PPG 1000-5
"BEAR CUB"
(P10)



PAINT

PPG 1024-4
"MOTH GRAY"
(P12)



PAINT

PPG 1006-7
"METROPOLIS"
(P15)



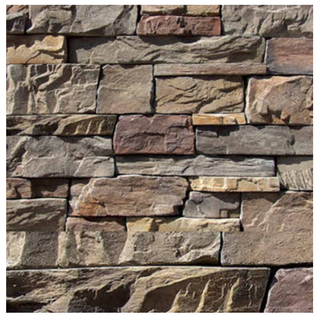
WOOD POST

STAINED FLOOD
SEMI TRANSPARENT
"707 TABACCO"
(P04)



STOREFRONT

STOREFRONT MANUFACTURER
DARK BRONZE
(M01)



STONE VENEER

CORONADO STONE
OLD WORLD LEDGE
"MONARCH"
(SV02)



SILL

CORONADO STONE
900 SERIES
"GREY"
(SV01)



BOLLARD COVER

CUSTOM
PMS-2465
(BC01)

CLIENT

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STORE INFORMATION

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0678
LYTLE AVE & S MYRTLE AVE
NEW SMYRNA BEACH, FL

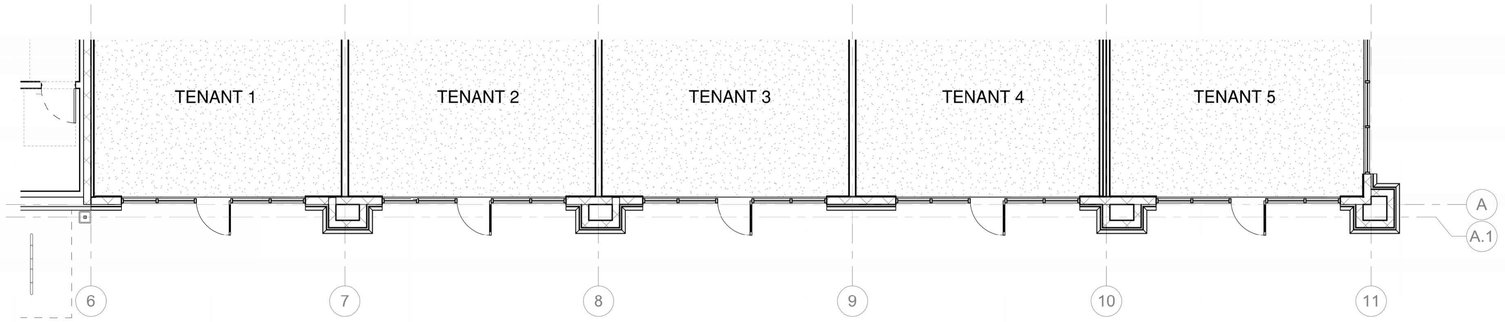
SHEET NAME

PREMISES ELEVATION AND TENANT'S BUILDING AND SITE SIGNAGE

DATE:	03/20/26
DRAWN BY:	CH
CHECKED BY:	Checker
BUILD TYPE:	NBTS
PROTOTYPE VERSION:	V6.2.9.1_20250305
PROJECT NUMBER:	20250170

SHEET NUMBER

C-1E

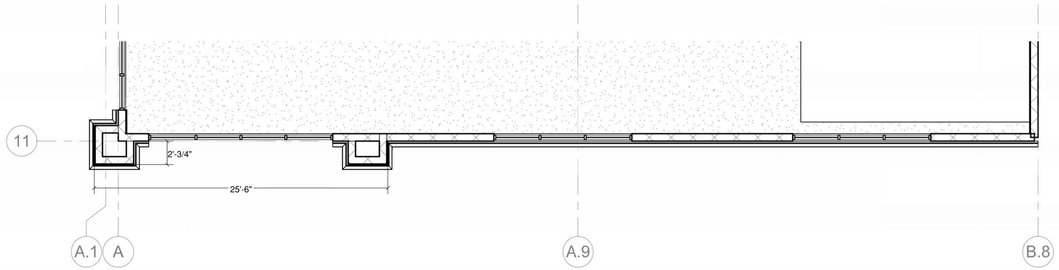


1 NORTHWEST PLAN
3/16" = 1'-0"



2 NORTHWEST ELEVATION
3/16" = 1'-0"

NOTES:
SIGNAGE AREA PER PAGE 18 (33 OF 57). SECTION 604.12 SIGNS.G.b WALL SIGNS SHALL GOVERN THE REMAINING TENANTS. MAX. 100 SQ.FT. PER TENANT PREMISE.



3 SOUTHWEST PLAN
3/16" = 1'-0"



4 SOUTHWEST ELEVATION
3/16" = 1'-0"

Material & Color Schedule

TYPE	MATERIAL	FINISH	COLOR	NOTES
G-1	ALUMINUM GUTTER & DOWNSPOUT		BRONZE	PROVIDE SPALSH BLOCK
SF-1	STOREFRONT MEDIUM-STILE	ALUMINUM		KAWNEER OR EQUAL
HMD-1	HOLLOW METAL DOOR	PAINT (PPG 1000-5)	BEAR CUB - P10	
M-1	METAL PARAPET CAP	PAINT (PPG 1000-5)	BEAR CUB - P10	
C-1	CANVAS AWNING		BLACK	SUNBRELLA
CMU-1	SMOOTH FACE CMU	PAINT (PPG 1024-4)	MOTH GRAY - P12	STACKED BOND
CMU-2	SPLIT FACE CMU	PAINT (PPG 1000-5)	BEAR CUB - P10	RUNNING BOND
ST-1	DIRECT APPLIED STUCCO	PAINT (PPG 1024-4)	MOTH GRAY - P12	SANDED TEXTURE - PAINTED SYNTHETIC TOP COAT - MATTE FINISH
SV-1	MANUFACTURED STONE SILL	900 SERIES	GREY	CORONADO STONE
SV-2	MANUFACTURED STONE VENEEW	OLD WORLD LEDGE	MONARCH	CORONADO STONE

FOR MATERIAL AND FINISH DETAILS SEE SHEET C-1D MATERIAL BOARD

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ARCHITECT/ENGINEER SEAL

CONSULTANT

GBT REALTY CORPORATION

REVISION / ISSUE HISTORY

REV	DATE	REVISION / ISSUE NAME

PROJECT NO 20250502	DRAWN BY JS
PERMIT SUB DATE -	CHECKED BY ED

PROJECT
NEW SMYRNA BEACH RETAIL

US 44 & MYRTLE AVE
NEW SMYRNA BEACH, FL

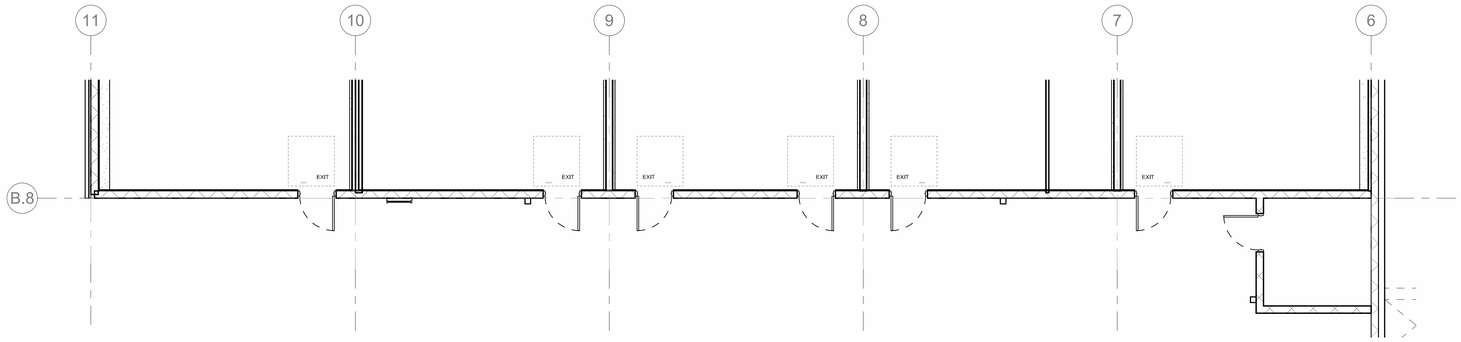
CLIENT
GBT REALTY CORPORATION

9010 OVERLOOK BOULEVARD
BRENTWOOD, TN 37027

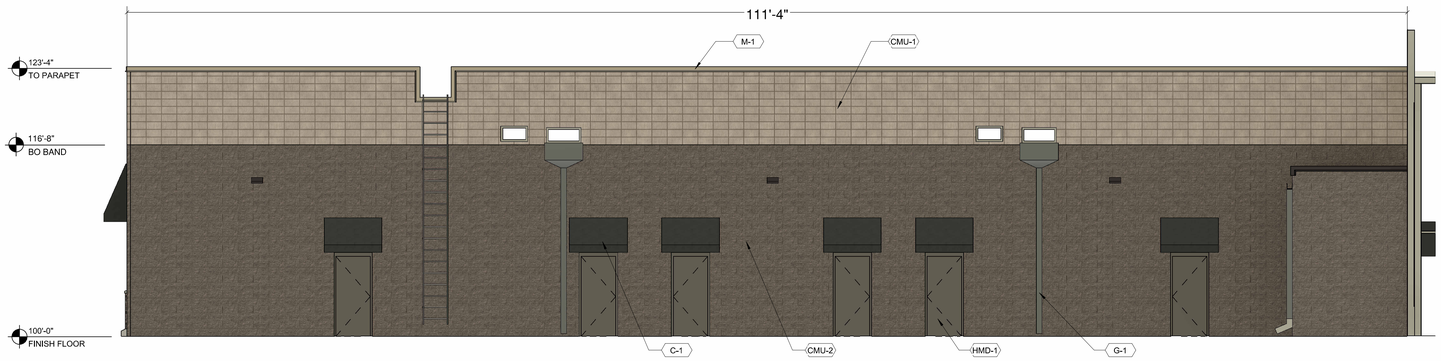
SHEET TITLE
PHASE 1 - INLINE RETAIL SHOPS ELEVATIONS

SHEET NO C-1B

REV



1 SOUTHEAST PLAN
3/16" = 1'-0"



2 SOUTHEAST ELEVATION
3/16" = 1'-0"

Block Type	Area(sq ft)	Percentage (%)
Smooth-Face	702	27.46%
Split-Face	1854	72.54%
Total	2556	100.00%

Material & Color Schedule

TYPE	MATERIAL	FINISH	COLOR	NOTES
G-1	ALUMINUM GUTTER & DOWNSPOUT		DARK BRONZE	PROVIDE SPALSH BLOCK
SF-1	STOREFRONT MEDIUM-STILE	ALUMINUM		KAWNEER OR EQUAL
HMD-1	HOLLOW METAL DOOR	PAINT (PPG 1000-5)	BEAR CUB - P10	
M-1	METAL PARAPET CAP	PAINT (PPG 1000-5)	BEAR CUB - P10	
C-1	CANVAS AWNING		BLACK	SUNBRELLA
CMU-1	SMOOTH FACE CMU	PAINT (PPG 1024-4)	MOTH GRAY - P12	STACKED BOND
CMU-2	SPLIT FACE CMU	PAINT (PPG 1000-5)	BEAR CUB - P10	RUNNING BOND
ST-1	DIRECT APPLIED STUCCO	PAINT (PPG 1024-4)	MOTH GRAY - P12	SANDED TEXTURE - PAINTED SYNTHETIC TOP COAT - MATTE FINISH
SV-1	MANUFACTURED STONE SILL	900 SERIES	GREY	CORONADO STONE
SV-2	MANUFACTURED STONE VENEEW	OLD WORLD LEDGE	MONARCH	CORONADO STONE

FOR MATERIAL AND FINISH DETAILS SEE SHEET C-1D MATERIAL BOARD

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Suite #200
Maitland, FL 32751

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ARCHITECT/ENGINEER SEAL

CONSULTANT

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REVISION / ISSUE HISTORY

REV	DATE	REVISION / ISSUE NAME

PROJECT NO 20250502	DRAWN BY Author
PERMIT SUB DATE -	CHECKED BY Checker

PROJECT
NEW SMYRNA BEACH RETAIL

US 44 & MYRTLE AVE
NEW SMYRNA BEACH, FL

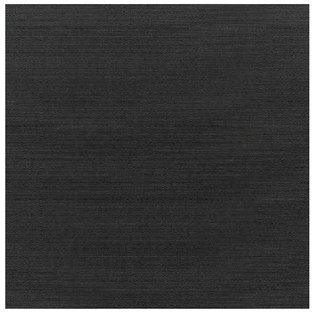
CLIENT
GBT REALTY CORPORATION

9010 OVERLOOK BOULEVARD
BRENTWOOD, TN 37027

SHEET TITLE
PHASE 1 - INLINE RETAIL SHOPS ELEVATIONS - REAR

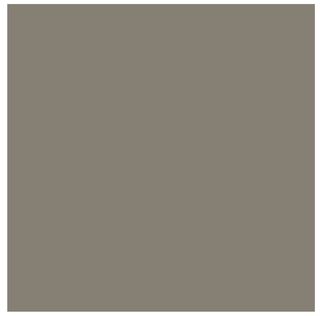
SHEET NO
C-1C

REV



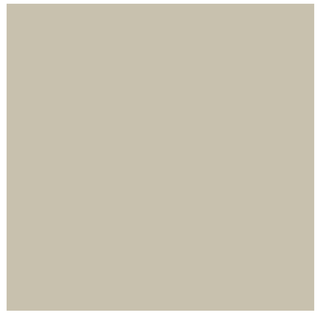
CANVAS AWNING

SUNBRELLA
"BLACK"
(C-1)



PAINT

PPG 1000-5
"BEAR CUB"
(P10)



PAINT

PPG 1024-4
"MOTH GRAY"
(P12)



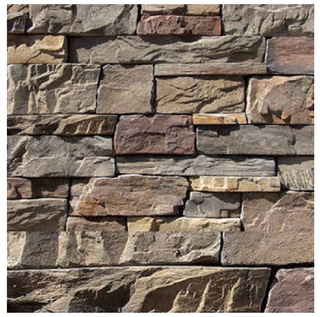
STOREFRONT FINISH

"DARK BRONZE"
(SF-1)



SILL

CORONADO STONE
900 SERIES
"GREY"
(SV-1)



STONE VENEER

CORONADO STONE
OLD WORLD LEDGE
"MONARCH"
(SV-2)

CUHACI PETERSON

2600 Maitland Center Parkway
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ARCHITECT/ENGINEER SEAL

AR0016440
ARRON WADE ARNOLD

CONSULTANT

GBT REALTY CORPORATION

REVISION / ISSUE HISTORY

REV	DATE	REVISION / ISSUE NAME

PROJECT NO 20250502	DRAWN BY JS
PERMIT SUB DATE -	CHECKED BY ED

PROJECT

NEW SMYRNA BEACH RETAIL

US 44 & MYRTLE AVE
NEW SMYRNA BEACH, FL

CLIENT

GBT REALTY CORPORATION

9010 OVERLOOK BOULEVARD
BRENTWOOD, TN 37027

SHEET TITLE

PHASE 1 - EXTERIOR BUILDING MATERIALS

SHEET NO

C-1D

REV



1 OVERALL ELEVATION - TJ-MAXX - SPROUTS - RETAIL SHOPS
N.T.S.

TJ-MAXX TOTAL SIGNAGE AREA:
(7'-5" x 27'-0") = 200sf.



2 PARTIAL FRONT ELEVATION - TJ-MAXX & SPROUTS
N.T.S.

SPROUTS MAIN SIGNAGE AREA: (8'-0" x 25'-0") = 200sq.ft.

SPROUTS SECONDARY SIGNAGE AREA: 276.8sq.ft.
FREASH: 69.2sq.ft.
LOCAL: 69.2 sq.ft.
ORGANIC: 69.2 sq.ft.
WELLNESS: 69.2 sq.ft.



3 PARTIAL FRONT ELEVATION - SPROUTS & RETAIL SHOPS
N.T.S.

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PROJECT
NEW SMYRNA BEACH RETAIL
US 44 & MYRTLE AVE
NEW SMYRNA BEACH, FL

CLIENT
GBT REALTY CORPORATION
9010 OVERLOOK BOULEVARD
BRENTWOOD, TN 37027

SHEET TITLE
PHASE 1 - OVERALL BUILDING FRONT ELEVATIONS

SHEET NO C-2 REV



1 REAR PARTIAL ELEVATION - RETAIL, SPROUTS & TJ-MAX
N.T.S.



2 REAR PARTIAL ELEVATION - RETAIL & SPROUTS
N.T.S.



3 REAR PARTIAL ELEVATION - SPROUTS & TJ-MAXX
N.T.S.

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PROJECT NO	DRAWN BY
20250502	Author
PERMIT SUB DATE	CHECKED BY
-	Checker

PROJECT
NEW SMYRNA BEACH RETAIL

US 44 & MYRTLE AVE
NEW SMYRNA BEACH, FL

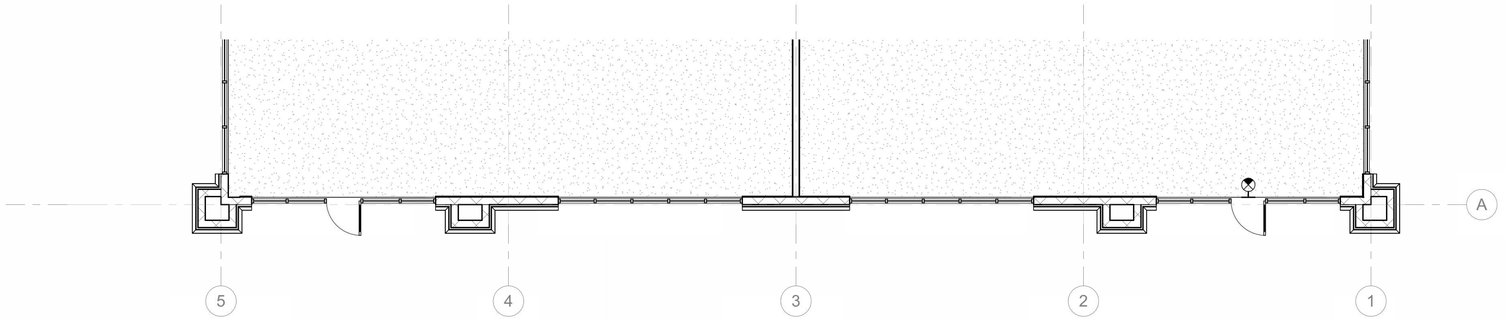
CLIENT
GBT REALTY CORPORATION

9010 OVERLOOK BOULEVARD
BRENTWOOD, TN 37027

SHEET TITLE
PHASE 1 - OVERALL
BUILDING REAR ELEVATIONS

SHEET NO
C-3

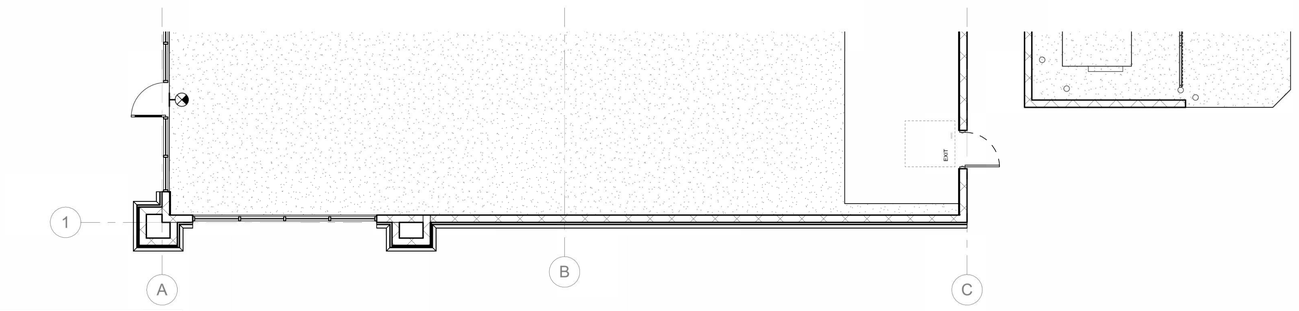
REV



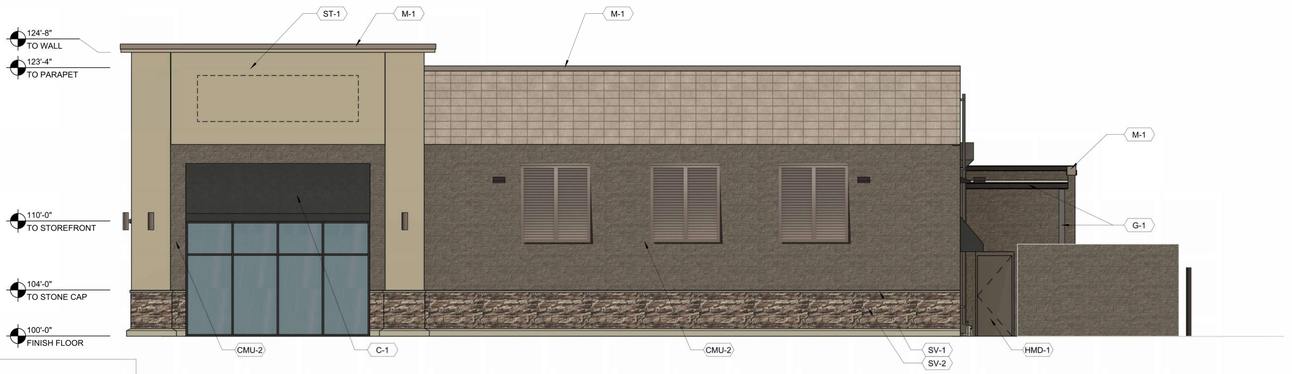
1 NORTHWEST PLAN
3/16" = 1'-0"



2 NORTHWEST ELEVATION
3/16" = 1'-0"



3 SOUTHWEST PLAN
3/16" = 1'-0"



4 SOUTHWEST ELEVATION
3/16" = 1'-0"

Material & Color Schedule

TYPE	MATERIAL	FINISH	COLOR	NOTES
G-1	ALUMINUM GUTTER & DOWNSPOUT		DARK BRONZE	PROVIDE SPALSH BLOCK
SF-1	STOREFRONT MEDIUM-STILE	ALUMINUM		KAWNEER OR EQUAL
HMD-1	HOLLOW METAL DOOR	PAINT (PPG 1000-5)	BEAR CUB - P10	
M-1	METAL PARAPET CAP	PAINT (PPG 1000-5)	BEAR CUB - P10	
C-1	CANVAS AWNING		BLACK	SUNBRELLA
CMU-1	SMOOTH FACE CMU	PAINT (PPG 1024-4)	MOTH GRAY - P12	STACKED BOND
CMU-2	SPLIT FACE CMU	PAINT (PPG 1000-5)	BEAR CUB - P10	RUNNING BOND
ST-1	DIRECT APPLIED STUCCO	PAINT (PPG 1024-4)	MOTH GRAY - P12	SANDED TEXTURE - PAINTED SYNTHETIC TOP COAT - MATTE FINISH
SV-1	MANUFACTURED STONE SILL	900 SERIES	GREY	CORONADO STONE
SV-2	MANUFACTURED STONE VENEEW	OLD WORLD LEDGE	MONARCH	CORONADO STONE

FOR MATERIAL AND FINISH DETAILS SEE SHEET C-1D MATERIAL BOARD

CUHACI PETERSON

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ARCHITECT/ENGINEER SEAL

AR0016440
ARRON WADE ARNOLD

CONSULTANT

GBT REALTY CORPORATION

REVISION / ISSUE HISTORY

REV	DATE	REVISION / ISSUE NAME

PROJECT NO	DRAWN BY
20250502	JS
PERMIT SUB DATE	CHECKED BY
-	ED

PROJECT
NEW SMYRNA BEACH RETAIL

US 44 & MYRTLE AVE
NEW SMYRNA BEACH, FL

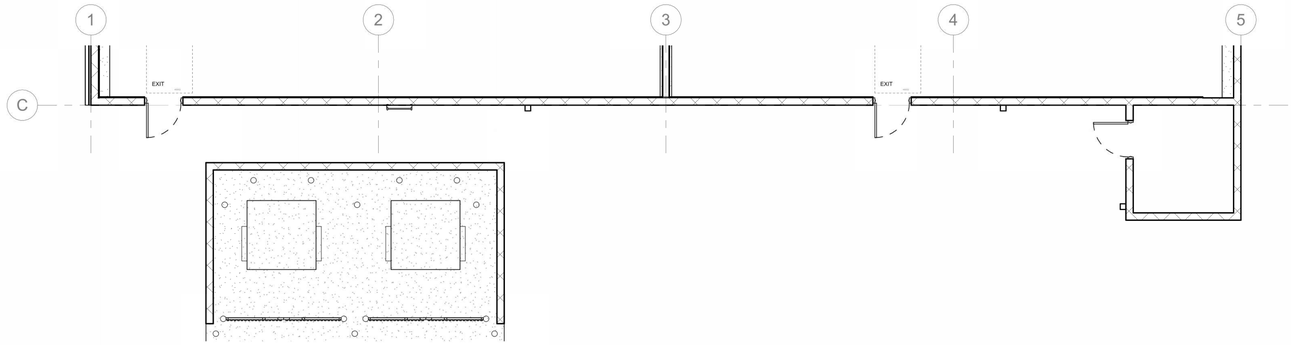
CLIENT
GBT REALTY CORPORATION

9010 OVERLOOK BOULEVARD
BRENTWOOD, TN 37027

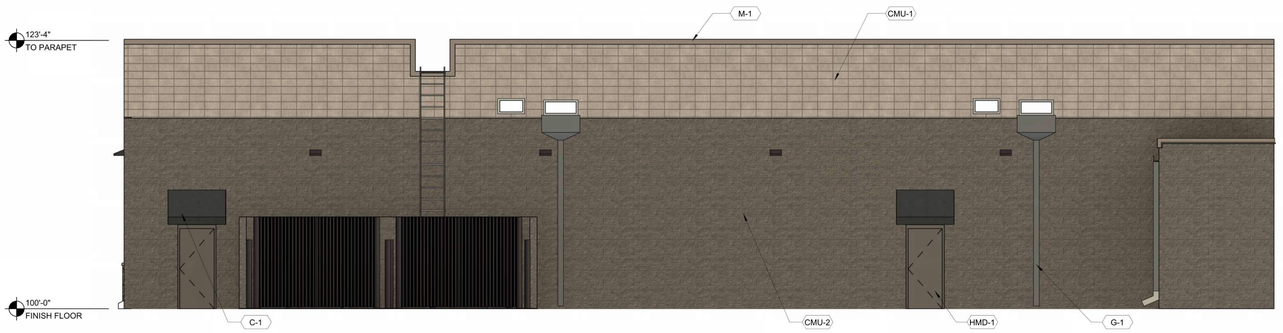
SHEET TITLE
PHASE 1 - PAD RETAIL
SHOPS ELEVATIONS

SHEET NO
C-1B

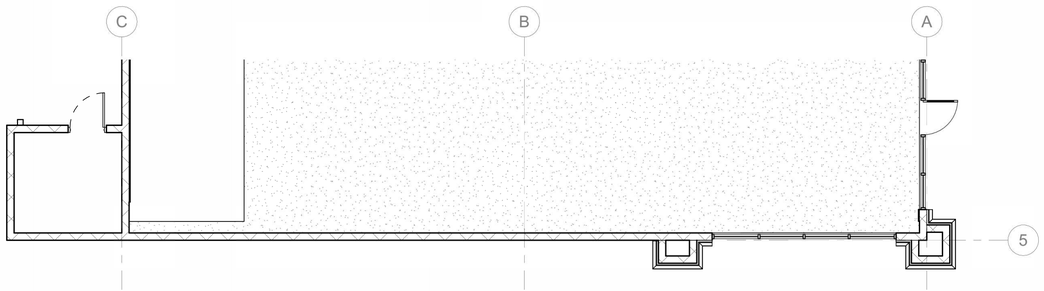
REV



1 SOUTHEAST PLAN
3/16" = 1'-0"



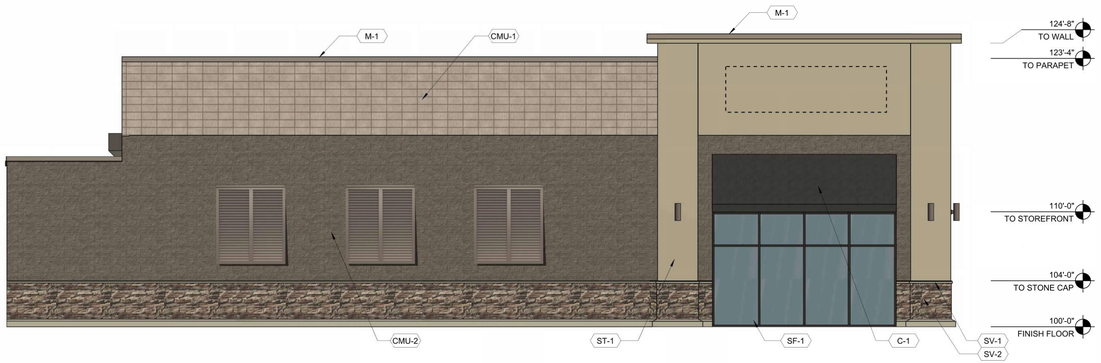
2 SOUTHEAST ELEVATION
3/16" = 1'-0"



3 NORTHEAST PLAN
3/16" = 1'-0"

Material & Color Schedule				
TYPE	MATERIAL	FINISH	COLOR	NOTES
G-1	ALUMINUM GUTTER & DOWNSPOUT		DARK BRONZE	PROVIDE SPALSH BLOCK
SF-1	STOREFRONT MEDIUM-STILE	ALUMINUM		KAWNEER OR EQUAL
HMD-1	HOLLOW METAL DOOR	PAINT (PPG 1000-5)	BEAR CUB - P10	
M-1	METAL PARAPET CAP	PAINT (PPG 1000-5)	BEAR CUB - P10	
C-1	CANVAS AWNING		BLACK	SUNBRELLA
CMU-1	SMOOTH FACE CMU	PAINT (PPG 1024-4)	MOTH GRAY - P12	STACKED BOND
CMU-2	SPLIT FACE CMU	PAINT (PPG 1000-5)	BEAR CUB - P10	RUNNING BOND
ST-1	DIRECT APPLIED STUCCO	PAINT (PPG 1024-4)	MOTH GRAY - P12	SANDED TEXTURE - PAINTED SYNTHETIC TOP COAT - MATTE FINISH
SV-1	MANUFACTURED STONE SILL	900 SERIES	GREY	CORONADO STONE
SV-2	MANUFACTURED STONE VENEEW	OLD WORLD LEDGE	MONARCH	CORONADO STONE

FOR MATERIAL AND FINISH DETAILS SEE SHEET C-1D MATERIAL BOARD



4 NORTHEAST ELEVATION
3/16" = 1'-0"

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CONSULTANT

GBT REALTY CORPORATION

REVISION / ISSUE HISTORY

REV	DATE	REVISION / ISSUE NAME

PROJECT NO	DRAWN BY
20250502	Author
PERMIT SUB DATE	CHECKED BY
-	Checker

PROJECT
NEW SMYRNA BEACH RETAIL

US 44 & MYRTLE AVE
NEW SMYRNA BEACH, FL

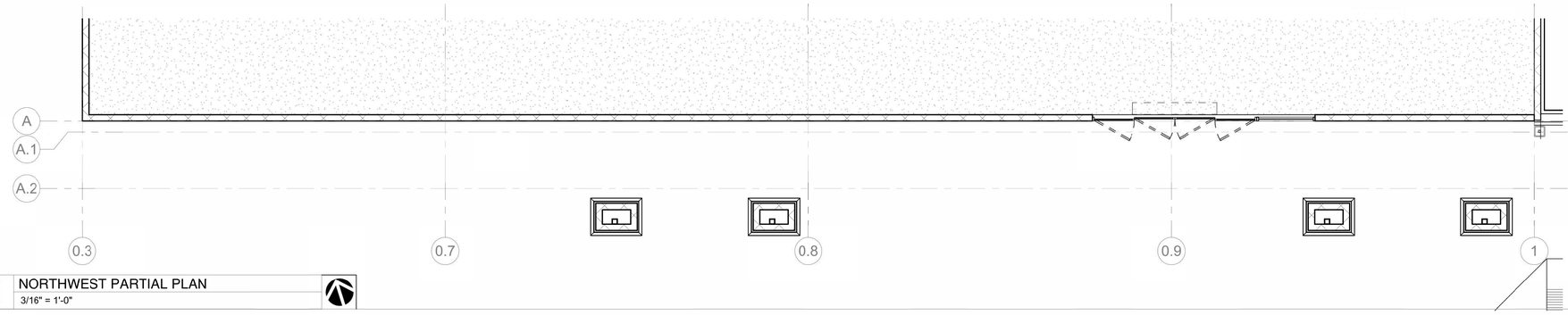
CLIENT
GBT REALTY CORPORATION

9010 OVERLOOK BOULEVARD
BRENTWOOD, TN 37027

SHEET TITLE
PHASE 1 - PAD RETAIL SHOPS ELEVATIONS

SHEET NO
C-1C

REV



1 NORTHWEST PARTIAL PLAN
3/16" = 1'-0"

Material & Color Schedule

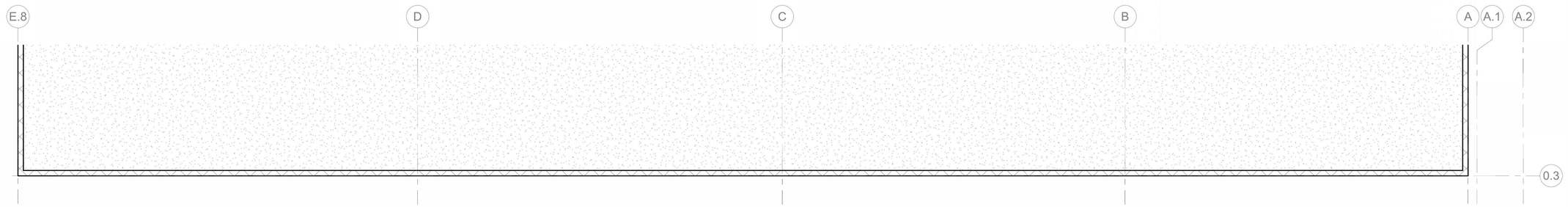
TYPE	MATERIAL	FINISH	COLOR	NOTES
G-1	ALUMINUM GUTTER & DOWNSPOUT		DARK BRONZE	PROVIDE SPALSH BLOCK
SF-1	STOREFRONT MEDIUM-STILE	ALUMINUM	DARK BRONZE	KAWNEER OR EQUAL
HMD-1	HOLLOW METAL DOOR	PAINT (PPG 1000-5)	BEAR CUB - P10	
M-1	METAL PARAPET CAP	PAINT (PPG 1000-5)	BEAR CUB - P10	
CMU-1	SMOOTH FACE CMU	PAINT (PPG 1024-4)	MOTH GRAY - P12	STACKED BOND
CMU-2	SPLIT FACE CMU	PAINT (PPG 1000-5)	BEAR CUB - P10	RUNNING BOND
P-1	PAINT	PAINT (BM2087-10)	NEON RED	
ST-1	DIRECT APPLIED STUCCO	PAINT	DRYVIT #310 CHINA WHITE	SANDED TEXTURE - PAINTED SYNTHETIC TOP COAT - MATTE FINISH
ST-2	DIRECT APPLIED STUCCO	PAINT	DRYVIT #110 VAN DYKE	SANDED TEXTURE - PAINTED SYNTHETIC TOP COAT - MATTE FINISH
SV-1	MANUFACTURED STONE SILL	900 SERIES	GREY	CORONADO STONE
SV-2	MANUFACTURED STONE VENEEW	OLD WORLD LEDGE	MONARCH	CORONADO STONE

FOR MATERIAL AND FINISH DETAILS SEE SHEET C-1C MATERIAL BOARD

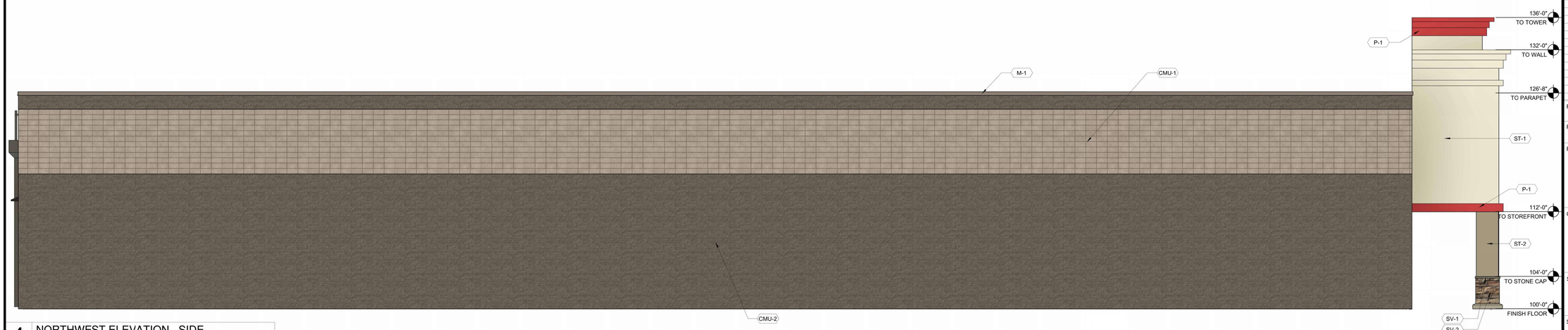


2 NORTHWEST ELEVATION - FRONT
3/16" = 1'-0"

TJ-MAXX TOTAL SIGNAGE AREA:
(7'-5" x 27'-0") = 200sf.



3 NORTHEAST PARTIAL PLAN
3/16" = 1'-0"



4 NORTHWEST ELEVATION - SIDE
3/16" = 1'-0"

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PROJECT NO	DRAWN BY
20250501	JS
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-	ED

PROJECT
NEW SMYRNA BEACH RETAIL
US 44 & MYRTLE AVE
NEW SMYRNA BEACH, FL

CLIENT
GBT REALTY CORPORATION
9010 OVERLOOK BOULEVARD
BRENTWOOD, TN 37027

SHEET TITLE
PHASE 1 - TJ-MAXX FRONT /SIDE ELEVATIONS

SHEET NO
C-1B

REV

EXHIBIT D

Landscape Plan

KEY

HISTORIC TREE TO BE PRESERVED (6 TOTAL)

SPECIMEN TREE TO BE PRESERVED (45 TOTAL)

HISTORIC TREE TO BE REMOVED (2 TOTAL)



Always call 811 two full business days before you dig to have underground utilities located and marked.

Sunshine811.com

No.	REVISIONS	DATE	BY

Kimley»Horn
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200 S. ORANGE AVENUE, SUITE 600, ORLANDO, FL 32801
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL
BRENT A. LENZEN P.E.
FLORIDA LICENSE NUMBER
78537
DATE: 03/27/2026

KHA PROJECT	249631001
DATE	03/27/2026
SCALE	AS SHOWN
DESIGNED BY	–
DRAWN BY	VQP
CHECKED BY	BAL

TREE CANOPY EXHIBIT

MASTER DEVELOPMENT PLANS

NEW SMYRNA BEACH FLORIDA

SHEET NUMBER
MP4.3

Plotted By:Noranjha, Dorian Sheet Set:Master Plan Layout:MP4.3 March 27, 2026 11:19:52am K:\orl_civil\249631001-new smyrna beach sprouts\CAD\EXHIBITS\CANOPY COVERAGE\NSB CANOPY COVERAGE.dwg
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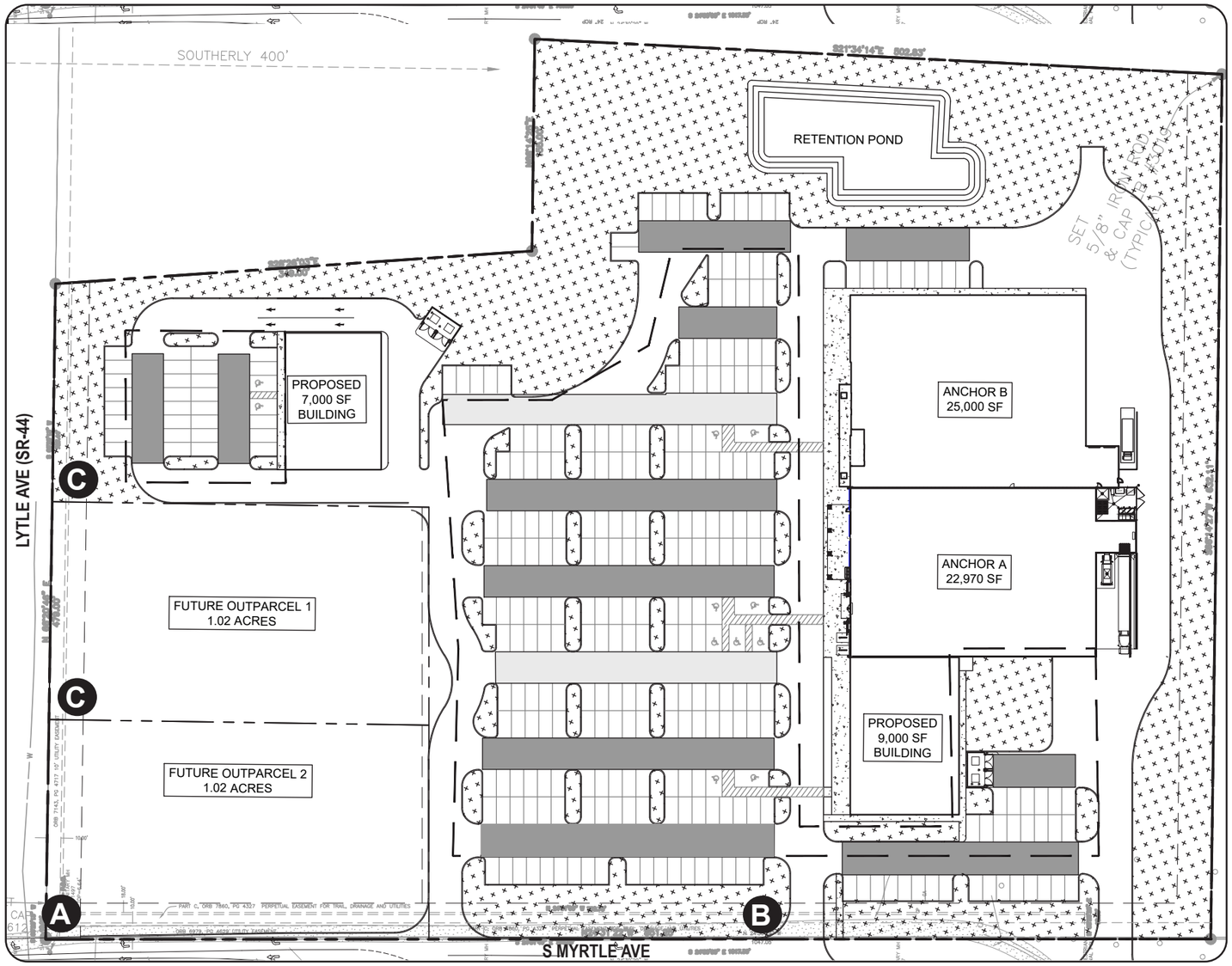
EXHIBIT E

Sign Plan

SIGNAGE EXHIBIT - LOCATION OVERVIEW

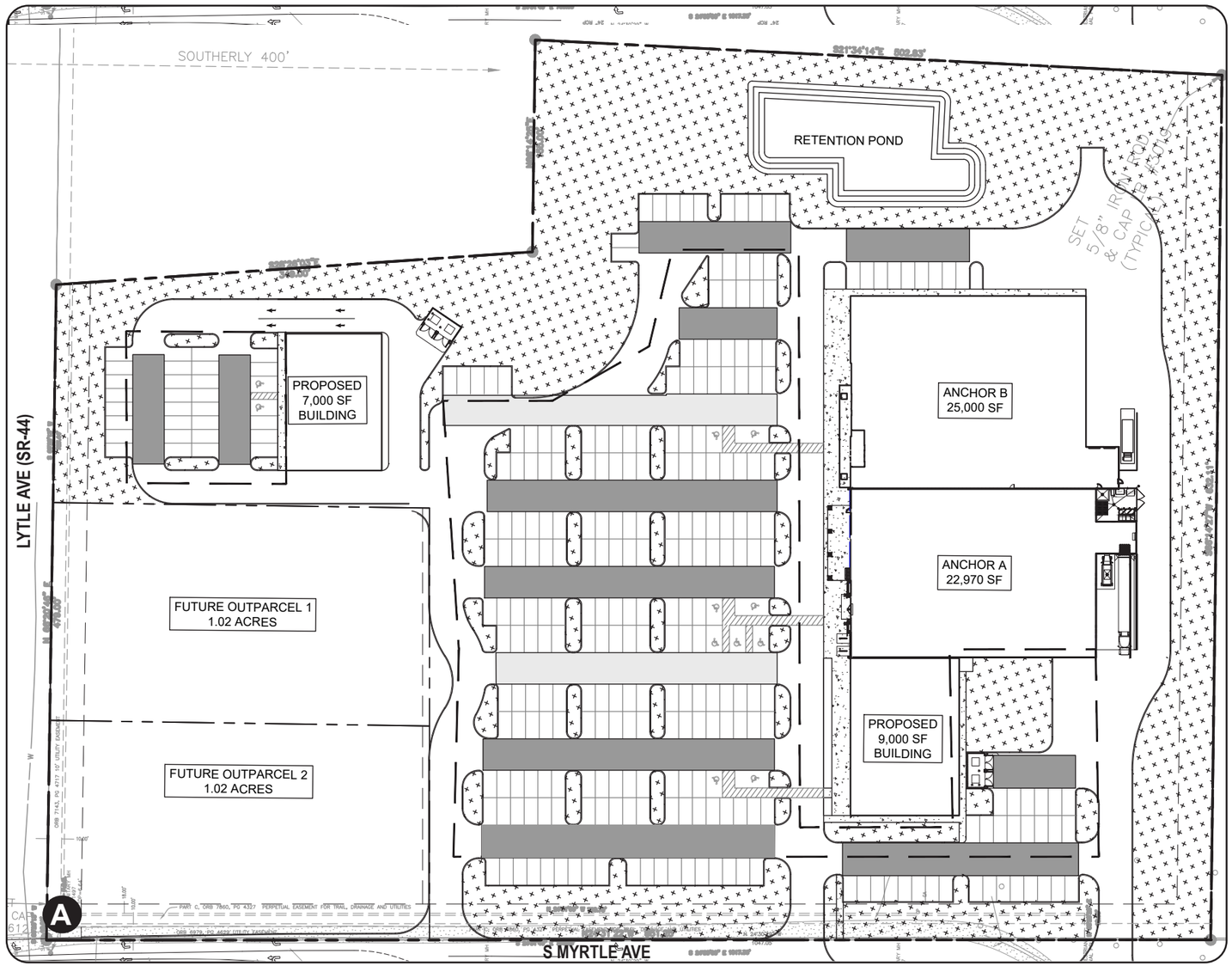


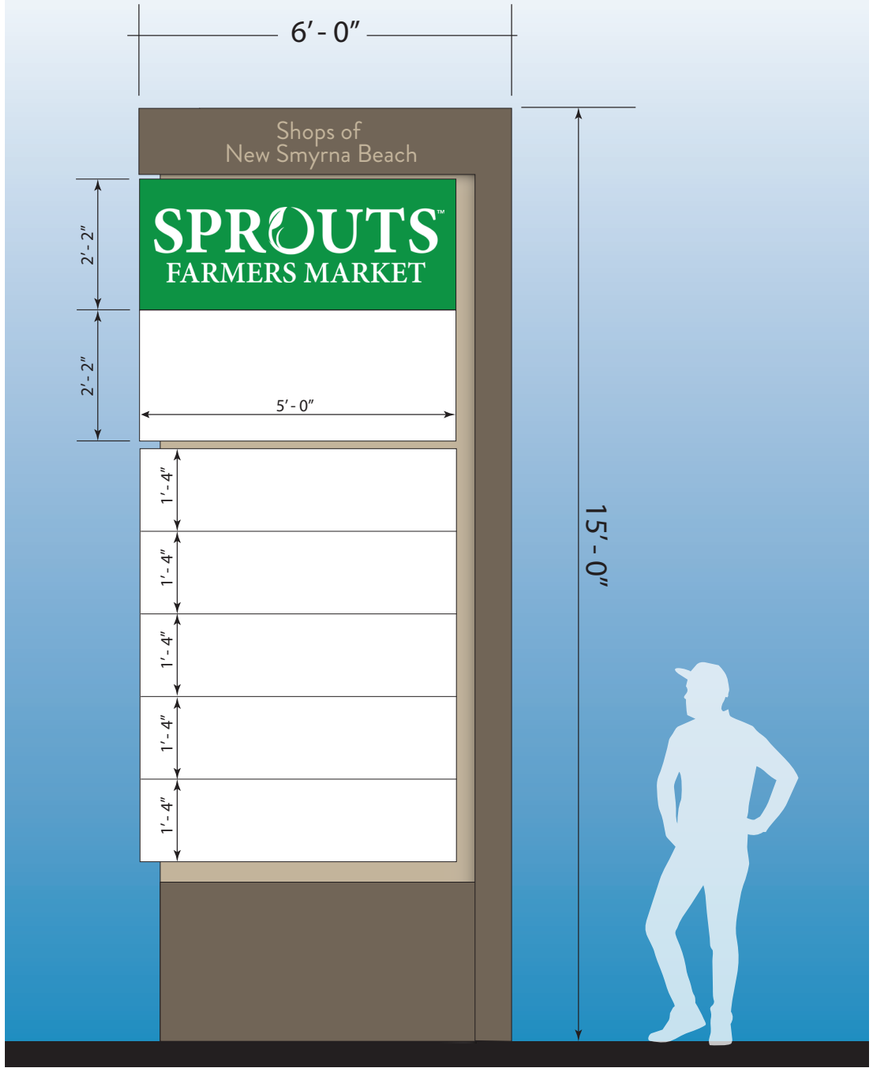
A = SHOPPING CTR SIGN (15’ TALL / 90 SF)

B = MONUMENT (15’ TALL / 62 SF)

C = MONUMENT (8’ TALL / 46 SF)

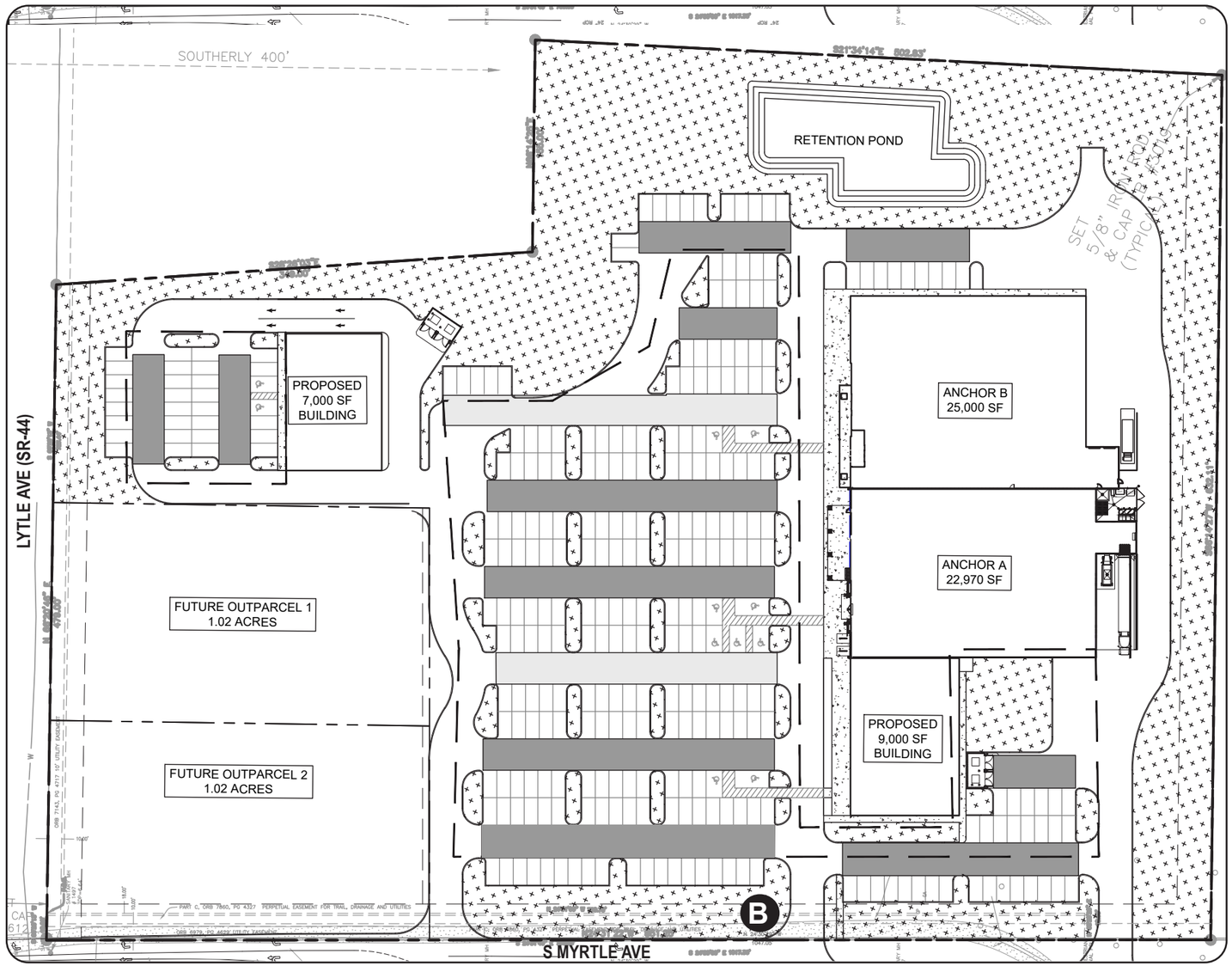
SIGNAGE EXHIBIT - SHOPPING CENTER SIGN (A)

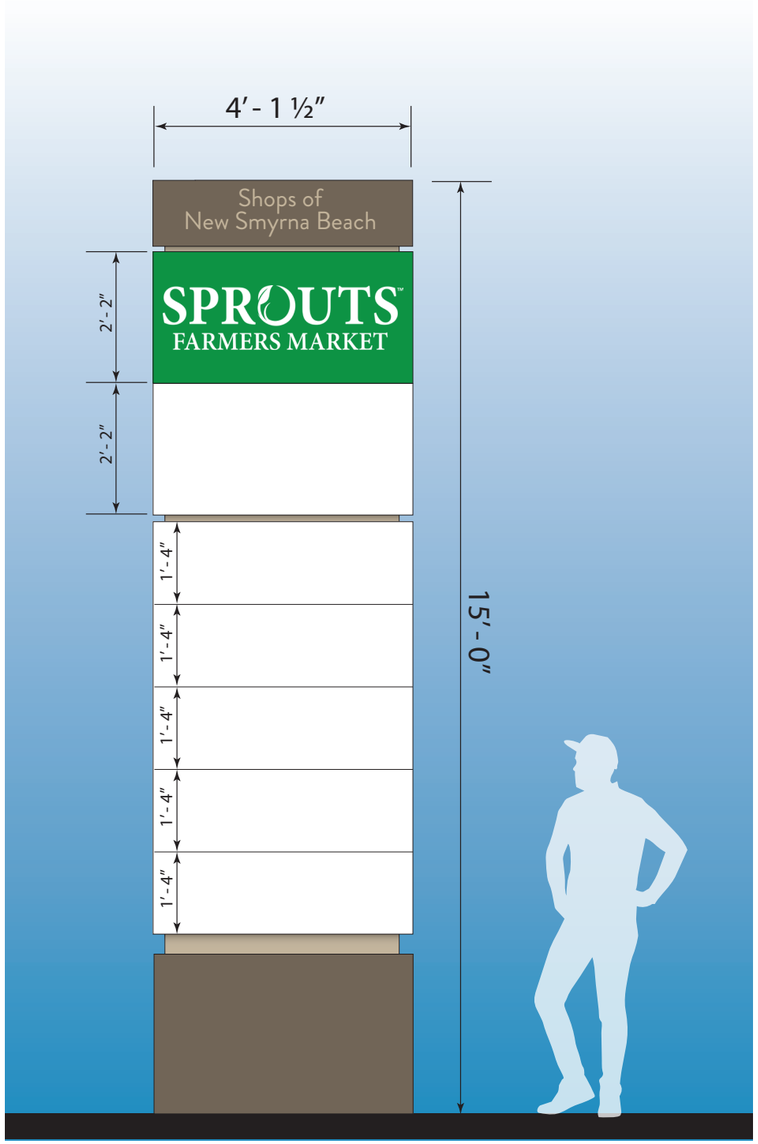




(Sign A: 90 SF)

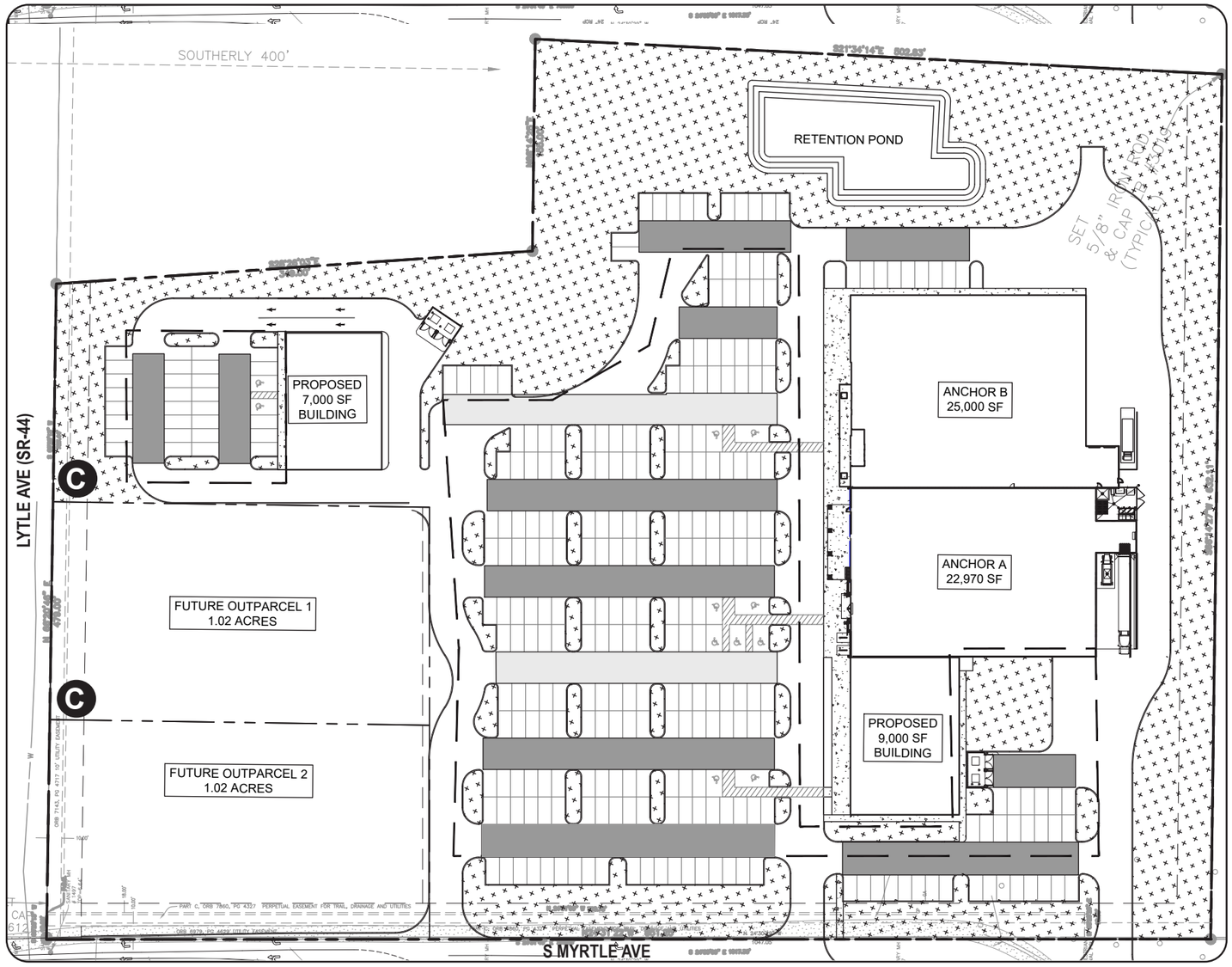
SIGNAGE EXHIBIT - SHOPPING CENTER SIGN (B)

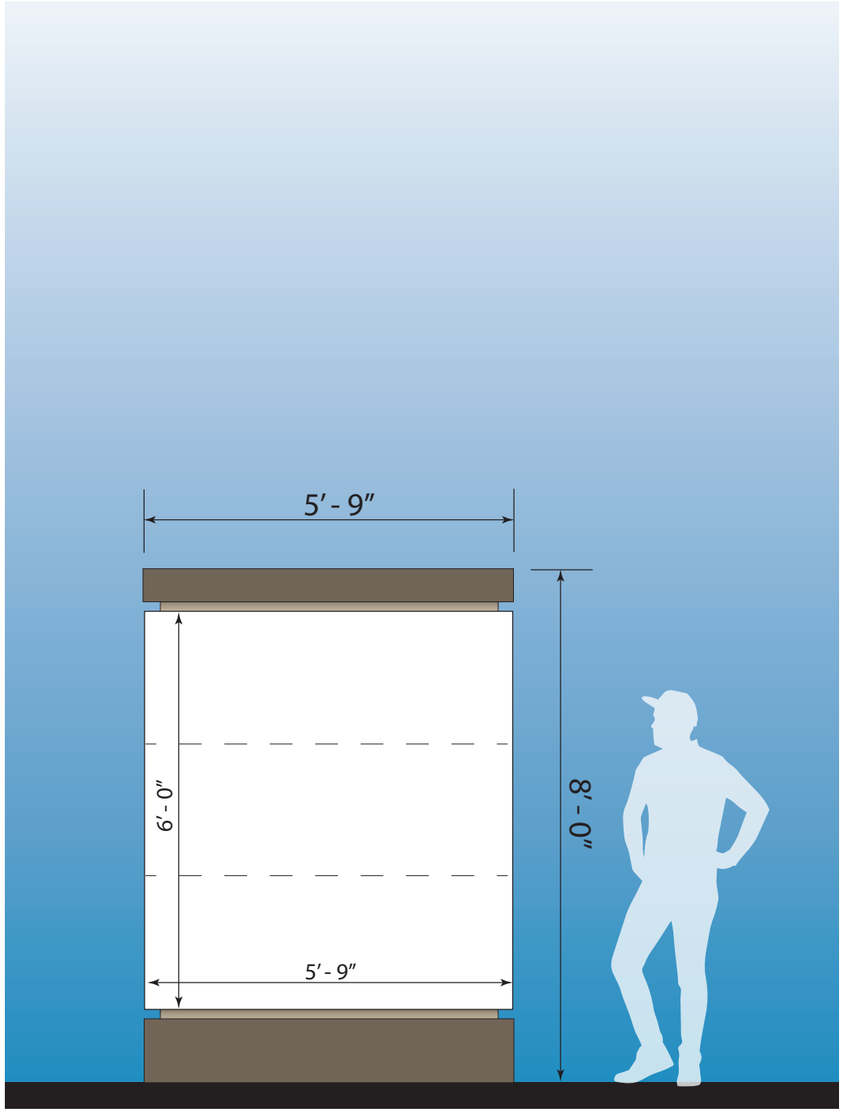




(Sign B: 62 SF)

SIGNAGE EXHIBIT - OUTPARCEL MONUMENT (C)





(Sign C: 46 SF)

EXHIBIT F

Sketch Plat

ALTA / NSPS LAND TITLE
& TOPOGRAPHIC SURVEY

FOR

GBT REALTY CORPORATION



NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 5

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
SUITE 100
PORT ORANGE, FL. 32127
LICENSED BUSINESS CERTIFICATION NUMBER 3019

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TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	CHECKED BY
SPECIFIC PURPOSE			
ALTA/ NSPS SURVEY	JULY 30, 2025	25-0655	J. HATTENDORF
TOPOGRAPHIC SURVEY	JULY 30, 2025	25-0655	J. HATTENDORF
FOUNDATION LOCATION			
FINAL IMPROVEMENTS			
RECERTIFICATION			

FIELD DATE: JULY 30, 2025	FIELD BOOK:1558	PAGE (S): 47, 50, 51, 55
PARTY CHIEF: J. PENFIELD / K. HELMICK		
DRAWN BY: J. MOLLER	FIELD BOOK:1560	PAGE (S): 16-18, 24, 26-28
CHECKED BY: J. HATTENDORF		

ALTA/NSPS LAND TITLE SURVEY AND TOPOGRAPHIC SURVEY

507 MYRTLE STREET,
NEW SMYRNA BEACH, FLORIDA

CLIENT: GBT REALTY CORPORATION

PROJECT: 07104
JOB: 25-0655
SCALE: 1"=100'
SHEET: 3 OF 5

FILE: K:/ 25/ 250655 SPROUTS ALTA/ 250655 ALTA.DWG

ALTA / NSPS LAND TITLE & TOPOGRAPHIC SURVEY

FOR

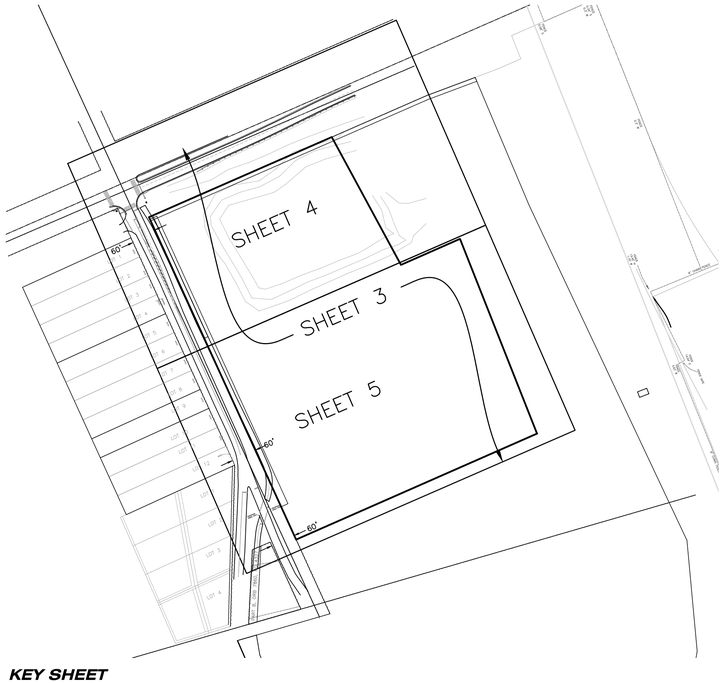
GBT REALTY CORPORATION

A PORTION OF

SECTION 41, 44, 46, 47 AND 49–
TOWNSHIP 17 SOUTH–RANGE 34 EAST
VOLUSIA COUNTY, FLORIDA

LOCATION

507 MYRTLE AVENUE, NEW SMYRNA BEACH, FL.



SCHEDULE "B" - EXCEPTIONS

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS FORM.

2. TAXES AND ASSESSMENTS FOR THE YEAR 2025 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE.

3. STANDARD EXCEPTIONS:

   A. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

   B. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.

   C. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.

   D. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS IN THE PUBLIC RECORDS.

4. ANY CLAIM THAT ANY PORTION OF THE INSURED LAND IS SOVEREIGN LANDS OF THE STATE OF FLORIDA, INCLUDING SUBMERGED, FILLED OR ARTIFICIALLY EXPOSED LANDS ACCRETED TO SUCH LAND.
   NO SUBMERGED LANDS INCLUDED IN PROJECT.

5. ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER, SEWER OR GAS SYSTEM SUPPLYING THE INSURED LAND.
   ITEMS #1 THRU 5 STANDARD EXCEPTIONS.

   A. RIGHTS OF TENANTS OCCUPYING ALL OR PART OF THE INSURED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS.
   NOT A SURVEY MATTER.

6. GRANT OF EASEMENT BY AND BETWEEN FLORIDA EAST COAST RAILWAY COMPANY, GRANTOR, AND CITY OF NEW SMYRNA BEACH, A MUNICIPAL CORPORATION, GRANTEE, RECORDED APRIL 24, 1978, IN OFFICIAL RECORDS BOOK 1977, PAGE 85.
   DOES NOT AFFECT SUBJECT PROPERTY. NOT GRAPHICALLY DEPICTED.

7. QUITCLAIM DEED AND GRANT OF EASEMENT BY AND BETWEEN FLORIDA EAST COAST RAILWAY, L.L.C., GRANTOR, AND FDG RAIL HOLDINGS 8 LLC, GRANTEE, RECORDED DECEMBER 28, 2007, IN OFFICIAL RECORDS BOOK 6173, PAGE 3151; AS AFFECTED BY THAT CERTAIN SUBORDINATION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7860, PAGE 4327.
   SUBJECT PROPERTY A PORTION OF PROPERTY DESCRIBED IN ORB 6173, PG 3151.
   ORB 7860, PG 4327, AFFECTS SUBJECT PROPERTY. SHOWN HEREON.

8. TWENTY FOOT (20') EASEMENT IN FAVOR OF THE CITY OF NEW SMYRNA AFFECTING A PORTION OF THE WESTERLY BOUNDARY OF PARCEL A AS DISCLOSED BY RIGHT-OF-WAY AND TRACT MAP DATED JUNE 30, 1916; AS AFFECTED BY FLORIDA EAST COAST RAILWAY COMPANY STATION MAP V.2/S.T. 1C, DATED SEPTEMBER 18, 1945; REDRAWN AND CORRECTED OCTOBER 12, 1970; AND A WILLIAM E. SWOOPE JR. SKETCH AND LEGAL DATED SEPTEMBER 14, 1975 SHOWING A 30 FOOT EASEMENT; AS DISCLOSED BY UPHAM, INC., PROFESSIONAL SURVEYORS, WORK ORDER #071206 DATED DECEMBER 14, 2007, WHICH IS RECORDED AS EXHIBIT A TO EASEMENT DEED RECORDED OCTOBER 19, 2009 IN OFFICIAL RECORDS BOOK 6407, PAGE 4943.
   DOES NOT AFFECT SUBJECT PROPERTY. OFF SITE, NOT GRAPHICALLY DEPICTED.

9. UNRECORDED LICENSES REFERRED TO IN, AND EASEMENT IN FAVOR OF PI LAND HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY BY EASEMENT AGREEMENT RECORDED APRIL 17, 2014 IN OFFICIAL RECORDS BOOK 6979, PAGE 4629; SUBORDINATION AGREEMENT RECORDED JUNE 5, 2020, IN OFFICIAL RECORDS BOOK 7860, PAGE 4343; AS AFFECTED BY THAT CERTAIN SUBORDINATION OF UTILITY INTERESTS RECORDED IN OFFICIAL RECORDS BOOK 8135, PAGE 768.
   ORB 6979, PG 4629, AFFECTS SUBJECT PROPERTY. SHOWN HEREON.
   ORB 7860, PG 4327, AFFECTS SUBJECT PROPERTY. SHOWN HEREON.
   ORB 8135, PG 768, DOES NOT AFFECT SUBJECT PROPERTY. OFF SITE, NOT GRAPHICALLY DEPICTED.

10. ASSIGNMENT OF DEVELOPMENT RIGHTS RECORDED IN OFFICIAL RECORDS BOOK 7143, PAGE 4645.
    ORB 7143, PG 4645, DOES NOT AFFECT SUBJECT PROPERTY. OFF SITE, NOT GRAPHICALLY DEPICTED.

11. ASSIGNMENT OF DEVELOPMENT RIGHTS RECORDED IN OFFICIAL RECORDS BOOK 7143, PAGE 4654.
    ORB 7143, PG 4654, PARENT TRACT OF SUBJECT PROPERTY. AFFECTS SUBJECT PROPERTY.
    BLANKET IN NATURE NOT GRAPHICALLY DEPICTED.

12. EASEMENT AGREEMENT BY AND BETWEEN FDG RAIL HOLDINGS 8 LLC, A DELAWARE LIMITED LIABILITY COMPANY, GRANTOR, AND FDG FLAGER STATION II LLC, A DELAWARE LIMITED LIABILITY COMPANY, GRANTEE, RECORDED JULY 28, 2015, IN OFFICIAL RECORDS BOOK 7143, PAGE 4717; AS AFFECTED BY THAT CERTAIN SUBORDINATION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7860, PAGE 4359.
    ORB 7143, PG 4717, AFFECTS SUBJECT PROPERTY. SHOWN HEREON.
    ORB 7860, PG 4359, SAME AS ITEM #7, ORB ORB 7860 PG 4327, AFFECTS SUBJECT PROPERTY.
    SHOWN HEREON.

13. PERPETUAL EASEMENT BY AND BETWEEN NSB 103 DEVELOPMENT LLC, A FLORIDA LIMITED LIABILITY COMPANY, GRANTOR, AND CITY OF NEW SMYRNA BEACH, A FLORIDA SUBDIVISION, GRANTEE, RECORDED JUNE 5, 2020, IN OFFICIAL RECORDS BOOK 7860, PAGE 4311.
    AFFECTS SUBJECT PROPERTY. SHOWN HEREON.

14. RESTRICTIONS, COVENANTS, AND CONDITIONS AS SET FORTH IN THAT CERTAIN DECLARATION OF RESTRICTIVE COVENANT RECORDED APRIL 25, 2022 IN OFFICIAL RECORDS BOOK 8242, PAGE 1411, AS MAY BE SUBSEQUENTLY AMENDED.
    DOES NOT AFFECT SUBJECT PROPERTY. OFF SITE, NOT GRAPHICALLY DEPICTED.

15. RESTRICTIONS, COVENANTS, AND CONDITIONS AS SET FORTH IN THAT CERTAIN DECLARATION OF RESTRICTIVE COVENANT RECORDED MAY 24, 2022 IN OFFICIAL RECORDS BOOK 8259, PAGE 882, AS MAY BE SUBSEQUENTLY AMENDED.
    SAME AS # 14 ABOVE.
    DOES NOT AFFECT SUBJECT PROPERTY. OFF SITE, NOT GRAPHICALLY DEPICTED.

    FOR 2024 TAX YEAR PARCEL/ID # 741923000041, GROSS TAX AMOUNT IS $31,909.53, EXEMPTION TYPE IS NONE, AND PAYMENT STATUS IS PAID.
    NOT A SURVEY MATTER.

UTILITY CONTACTS:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

-UTILITY COMPANIES HAVE BEEN CONTACTED THROUGH "CALL SUNSHINE"
(UNDERGROUND CABLE LOCATING SERVICE) 1-800-432-4770
TICKET No. 202507569 (S.R. 44) AS PER THE "UNDERGROUND FACILITY DAMAGE PREVENTION ACT".

-THE FOLLOWING UTILITIES RESPONDED AFTER NOTIFICATION BY "CALL SUNSHINE".

TICKET 202507569
FL : VOLUSIA COUNTY, NEW SMYRNA BEACH
SR 44

AT&T NATIONAL DAMAGE PREVENTION:
*** NOTIFICATION OF HIGH PRIORITY FACILITIES ONSITE ***
THIS LOCATE REQUEST IS NEAR AN AT&T HIGH PROFILE FACILITY. BEFORE DIGGING IN THIS AREA WAIT ON LOCATES TO BE PERFORMED. TAKE CARE TO OBSERVE SITE MARKINGS SUCH AS PAINT AND FLAGS. HAND DIGGING IS MANDATORY WITHIN THE STATUTORY TOLERANCE ZONE.

A T & T/ DISTRIBUTION
- NO CONFLICT - UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

CHARTER COMMUNICATIONS
- NO CONFLICT - UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

COGENT COMMUNICATIONS
- CLEAR NO FACILITIES

FLORIDA POWER & LIGHT - NORTH FIBER
- CLEAR NO FACILITIES

FLORIDA PUBLIC UTILITIES CO.
- MARKED

UNITI FIBER LLC
- CLEAR NO FACILITIES

UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH - ELECTRIC
- NO CONFLICT - UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH - WATER
- MARKED

WIRE 3, LLC
- NO CONFLICT - UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

USSP01:
- SPRINT FIBER OPTIC CABLE, WITH COGENT COMMUNICATIONS, WILL NOT BE IMPACTED BY THE WORK AS DESCRIBED ON THIS ONE-CALL CENTER TICKET. IF YOU HAVE ANY QUESTIONS OR CONCERNS, PLEASE CALL THE COGENT'S CALL BEFORE YOU DIG GROUP AT 1-800-521-0579.

CHARTER-TIME WARNER CAB
- NOT MARKED EXCAVATION SITE CLEAR*

FPL FIBER
- NOT MARKED EXCAVATION SITE CLEAR*

UTILITY CONTACTS:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

-UTILITY COMPANIES HAVE BEEN CONTACTED THROUGH "CALL SUNSHINE"
(UNDERGROUND CABLE LOCATING SERVICE) 1-800-432-4770
PER THE "UNDERGROUND FACILITY DAMAGE PREVENTION ACT".

-THE FOLLOWING UTILITIES RESPONDED AFTER NOTIFICATION BY "CALL SUNSHINE".

TICKET No. 202507604
FL : VOLUSIA COUNTY, NEW SMYRNA BEACH
S MYRTLE AVE

A T & T/ DISTRIBUTION
- MARKED

CHARTER COMMUNICATIONS
- MARKED

COGENT COMMUNICATIONS
- CLEAR NO FACILITIES

FLORIDA POWER & LIGHT - NORTH FIBER
- CLEAR NO FACILITIES

FLORIDA PUBLIC UTILITIES CO.
- MARKED

UNITI FIBER LLC
- CLEAR NO FACILITIES

UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH - ELECTRIC
- NO CONFLICT - UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH - WATER
- MARKED

WIRE 3, LLC
- NO CONFLICT - UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

USSP01:
- SPRINT FIBER OPTIC CABLE, WITH COGENT COMMUNICATIONS, WILL NOT BE IMPACTED BY THE WORK AS DESCRIBED ON THIS ONE-CALL CENTER TICKET. IF YOU HAVE ANY QUESTIONS OR CONCERNS, PLEASE CALL THE COGENT'S CALL BEFORE YOU DIG GROUP AT 1-800-521-0579.

FPL FIBER
- NOT MARKED EXCAVATION SITE CLEAR*

UTILITY CONTACTS:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

-UTILITY COMPANIES HAVE BEEN CONTACTED THROUGH "CALL SUNSHINE"
(UNDERGROUND CABLE LOCATING SERVICE) 1-800-432-4770
TICKET No.'S 202507664, 202507569, AND 202507664 AS PER THE "UNDERGROUND FACILITY DAMAGE PREVENTION ACT".

-THE FOLLOWING UTILITIES RESPONDED AFTER NOTIFICATION BY "CALL SUNSHINE".

TICKET 202507664
FL : VOLUSIA COUNTY, NEW SMYRNA BEACH
ENDSLEY LN

AT&T NATIONAL DAMAGE PREVENTION:
*** NOTIFICATION OF HIGH PRIORITY FACILITIES ONSITE ***
THIS LOCATE REQUEST IS NEAR AN AT&T HIGH PROFILE FACILITY. BEFORE DIGGING IN THIS AREA WAIT ON LOCATES TO BE PERFORMED. TAKE CARE TO OBSERVE SITE MARKINGS SUCH AS PAINT AND FLAGS. HAND DIGGING IS MANDATORY WITHIN THE STATUTORY TOLERANCE ZONE.

A T & T/ DISTRIBUTION
- NO CONFLICT - UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

CHARTER COMMUNICATIONS
- CLEAR NO FACILITIES

FLORIDA PUBLIC UTILITIES CO.
- MARKED

UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH - ELECTRIC
- CLEAR NO FACILITIES

UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH - WATER
- CLEAR NO FACILITIES

CHARTER-TIME WARNER CAB
- MARKED 4 - EXCAVATION SITE CLEAR

NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 5

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
(386) 761-5385
PORT ORANGE, FL. 32127
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com

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TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	CHECKED BY
SPECIFIC PURPOSE			
ALTA/ NSPS SURVEY	JULY 30, 2025	25-0655	J. HATTENDORF
TOPOGRAPHIC SURVEY	JULY 30, 2025	25-0655	J. HATTENDORF
FOUNDATION LOCATION			
FINAL IMPROVEMENTS			
RECERTIFICATION			

FIELD DATE: JULY 30, 2025 | FIELD BOOK:1558
PARTY CHIEF: J. PENFIELD, K. HELMICK | PAGE (S): 47, 50, 51, 55
DRAWN BY: J. MOLLER | FIELD BOOK:1560
CHECKED BY: J. HATTENDORF | PAGE (S): 16-18, 24, 26-28

ALTA/NSPS LAND TITLE SURVEY AND TOPOGRAPHIC SURVEY
507 MYRTLE STREET,
NEW SMYRNA BEACH, FLORIDA
CLIENT: GBT REALTY CORPORATION

PROJECT: 07104
JOB: 25-0655
SCALE: N/A
SHEET: 2 OF 5

FILE: K:/ 25/ 250655 SPROUTS ALTA/ 250655 ALTA.DWG

ALTA / NSPS LAND TITLE
& TOPOGRAPHIC SURVEY

FOR

GBT REALTY CORPORATION



NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 5

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
SUITE 101
PORT ORANGE, FL. 32127
LICENSED BUSINESS CERTIFICATION NUMBER 3019

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TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	CHECKED BY
SPECIFIC PURPOSE			
ALTA/ NSPS SURVEY	JULY 30, 2025	25-0655	J. HATTENDORF
TOPOGRAPHIC SURVEY	JULY 30, 2025	25-0655	J. HATTENDORF
FOUNDATION LOCATION			
FINAL IMPROVEMENTS			
RECERTIFICATION			

FIELD DATE: JULY 30, 2025	FIELD BOOK:1558	PAGE (S): 47, 50, 51, 55
PARTY CHIEF: J. PENFIELD K. HELMICK		
DRAWN BY: J. MOLLER	FIELD BOOK:1560	PAGE (S): 16-18, 24, 26-28
CHECKED BY: J. HATTENDORF		

ALTA/NSPS LAND TITLE SURVEY
AND TOPOGRAPHIC SURVEY

507 MYRTLE STREET,
NEW SMYRNA BEACH, FLORIDA

CLIENT: GBT REALTY CORPORATION

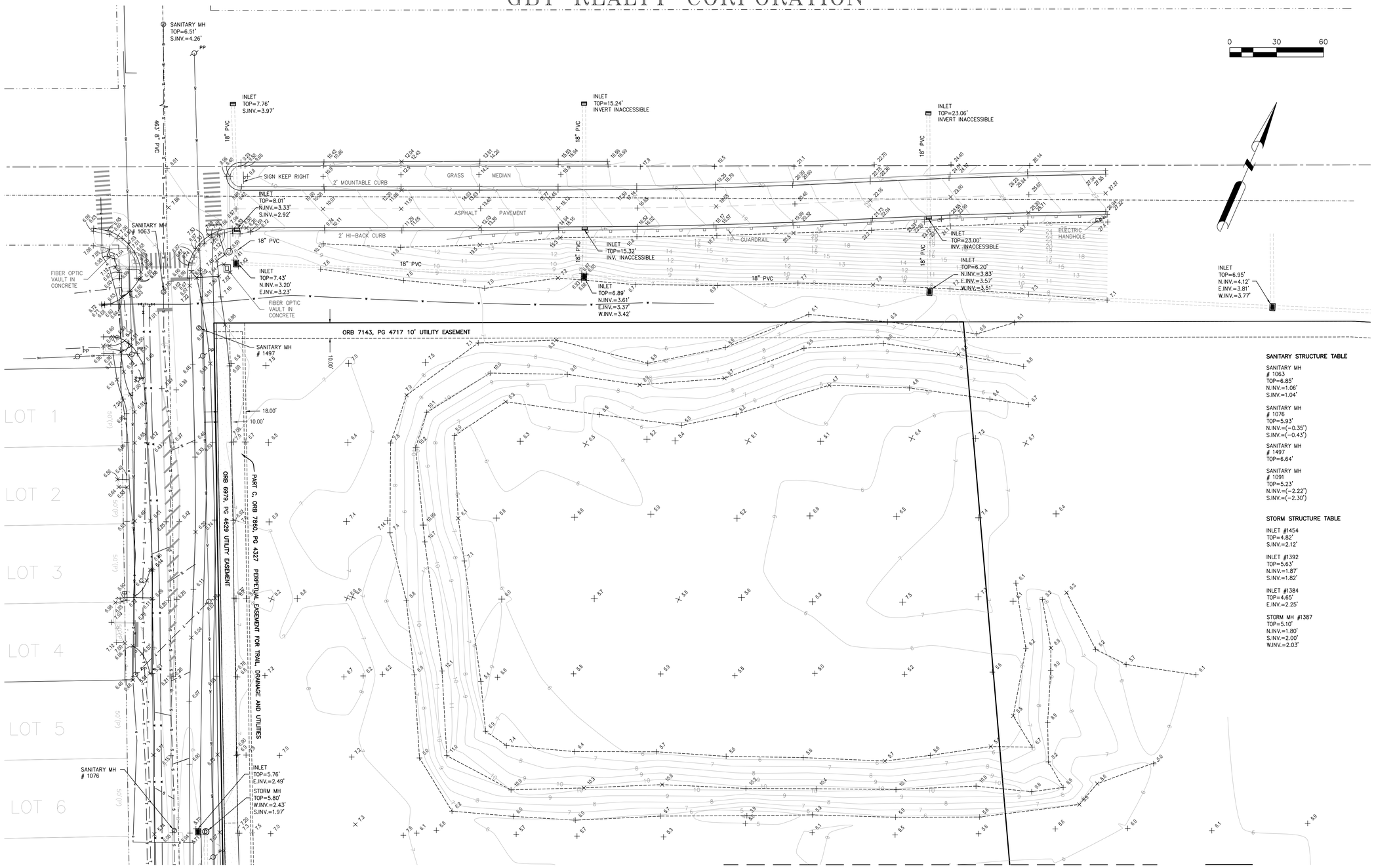
PROJECT: 07104
JOB: 25-0655
SCALE: 1"=100'
SHEET: 3 OF 5

FILE: K:/ 25/ 250655 SPROUTS ALTA/ 250655 ALTA.DWG

ALTA / NSPS LAND TITLE
& TOPOGRAPHIC SURVEY

FOR

GBT REALTY CORPORATION



SANITARY STRUCTURE TABLE

SANITARY MH
# 1063
TOP=6.85'
N.INV.=1.06'
S.INV.=1.04'

SANITARY MH
# 1076
TOP=5.93'
N.INV.=(-0.35')
S.INV.=(-0.43')

SANITARY MH
# 1497
TOP=6.64'

SANITARY MH
# 1091
TOP=5.23'
N.INV.=(-2.22')
S.INV.=(-2.30')

STORM STRUCTURE TABLE

INLET #1454
TOP=4.82'
S.INV.=2.12'

INLET #1392
TOP=5.63'
N.INV.=1.87'
S.INV.=1.82'

INLET #1384
TOP=4.65'
E.INV.=2.25'

STORM MH #1387
TOP=5.10'
N.INV.=1.80'
S.INV.=2.00'
W.INV.=2.03'

NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 5

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
LICENSED BUSINESS CERTIFICATION NUMBER 3019

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TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	CHECKED BY
SPECIFIC PURPOSE			
ALTA/ NSPS SURVEY	JULY 30, 2025	25-0655	J. HATTENDORF
TOPOGRAPHIC SURVEY	JULY 30, 2025	25-0655	J. HATTENDORF
FOUNDATION LOCATION			
FINAL IMPROVEMENTS			
RECERTIFICATION			

FIELD BOOK:	FIELD BOOK:1558
FIELD DATE: JULY 30, 2025	PAGE (S): 47, 50, 51, 55
PARTY CHIEF: J. PENFIELD K. HELMICK	FIELD BOOK:1560
DRAWN BY: J. MOLLER	PAGE (S): 16-18, 24, 26-28
CHECKED BY: J. HATTENDORF	

ALTA/NSPS LAND TITLE SURVEY
AND TOPOGRAPHIC SURVEY

507 MYRTLE STREET,
NEW SMYRNA BEACH, FLORIDA

CLIENT: GBT REALTY CORPORATION

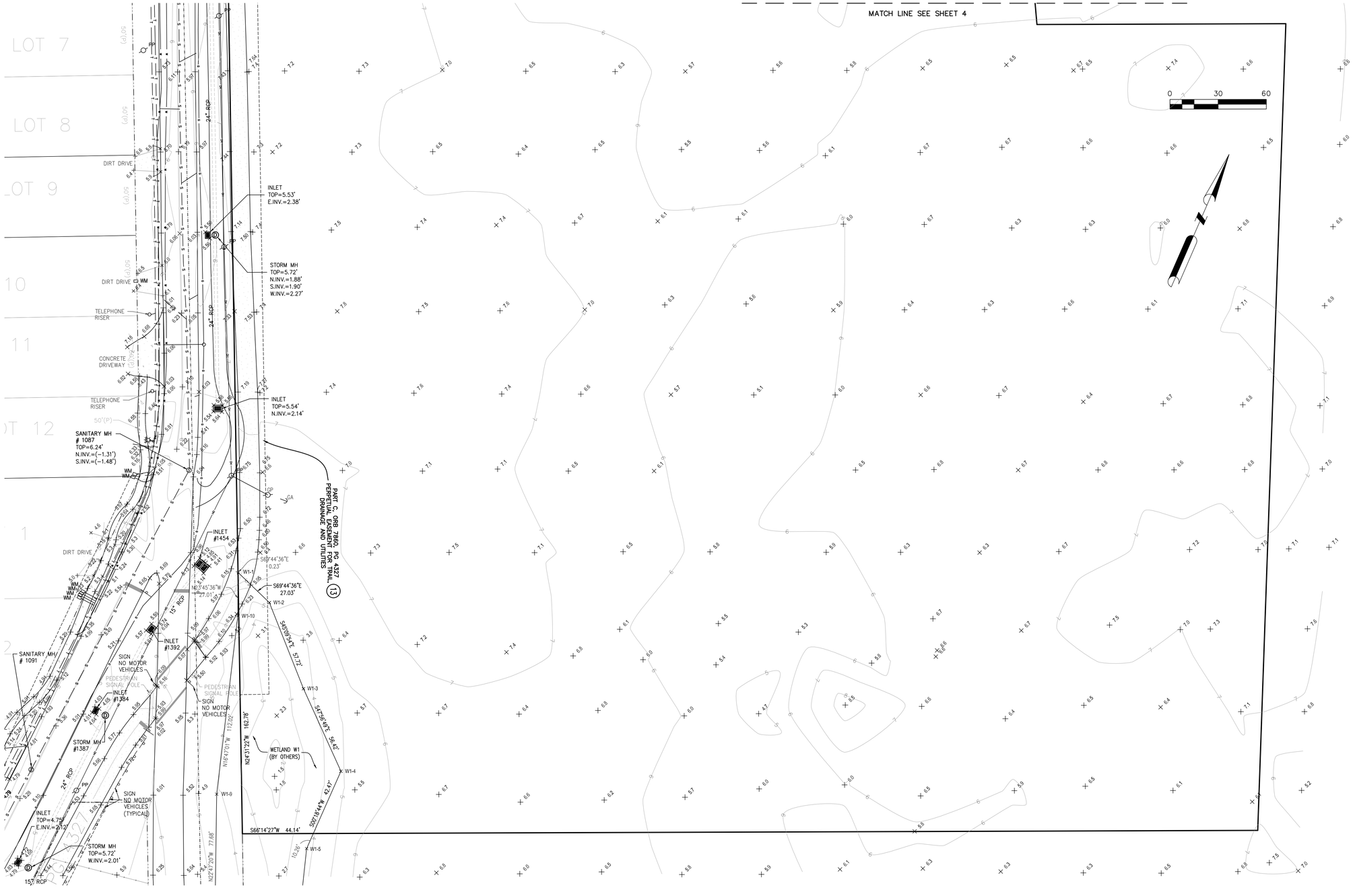
PROJECT: 07104
JOB: 25-0655
SCALE: 1"=30'
SHEET: 4 OF 5

FILE: K:/ 25/ 250655 SPROUTS ALTA/ 250655 ALTA.DWG

ALTA / NSPS LAND TITLE
& TOPOGRAPHIC SURVEY

FOR

GBT REALTY CORPORATION



NOTE:
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TOPOGRAPHIC SURVEY	JULY 30, 2025	25-0655	J. HATTENDORF
FOUNDATION LOCATION			
FINAL IMPROVEMENTS			
RECERTIFICATION			

FIELD DATE: JULY 30, 2025	FIELD BOOK:1558	FIELD BOOK:1560
PARTY CHIEF: J. PENFIELD K. HELMICK	PAGE (S): 47, 50, 51, 55	PAGE (S): 16-18, 24, 26-28
DRAWN BY: J. MOLLER		
CHECKED BY: J. HATTENDORF		

ALTA / NSPS LAND TITLE SURVEY
AND TOPOGRAPHIC SURVEY

507 MYRTLE STREET,
NEW SMYRNA BEACH, FLORIDA

CLIENT: GBT REALTY CORPORATION

PROJECT: 07104
JOB: 25-0655
SCALE: 1"=30'
SHEET: 5 OF 5

FILE: K:/ 25/ 250655 SPROUTS ALTA/ 250655 ALTA.DWG



MASTER DEVELOPMENT PLANS

FOR

SPROUTS SHOPPING CENTER

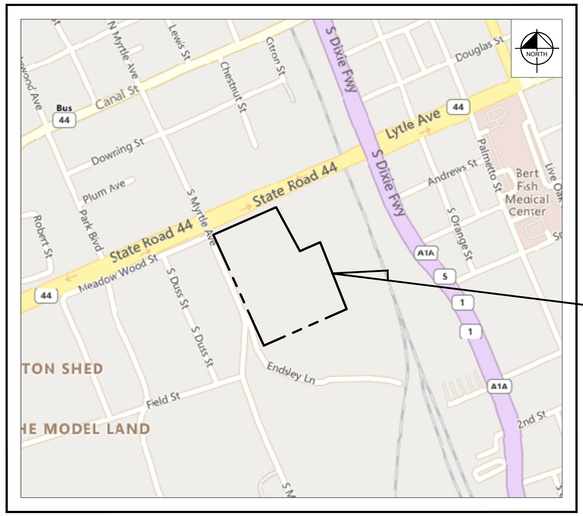
PARCEL ID NUMBER: 741923000041

507 S. MYRTLE AVE.
NEW SMYRNA BEACH, FLORIDA
03-27-2026



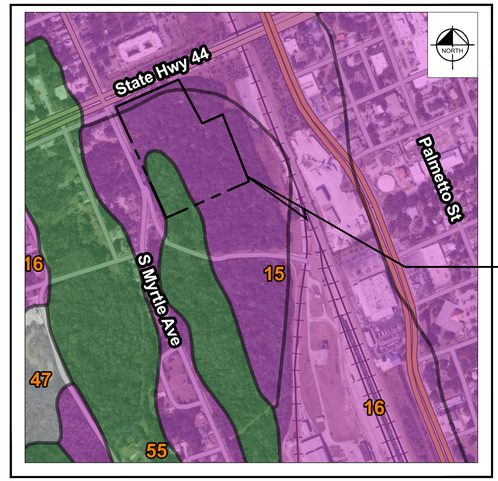
AERIAL PHOTOGRAPH
N.T.S.

SCALE: 1" = 2000'



SECTION 11 , TOWNSHIP 26, RANGE 16

LOCATION MAP
N.T.S.



SOILS MAP
N.T.S.

15 - COCOA SAND
16 - COCOA - URBAN LAND COMPLEX
55 - RIVIERA FINE SAND

PROJECT TEAM

OWNER

NSB 103 DEVELOPMENT LLC
1215 GESSNER DR
HOUSTON TX, 77055

SURVEYOR:

SLIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127
JEFF HOFIUS
(386) 761 - 5385

DEVELOPER:

GBT REALTY CORPORATION
9010 OVERLOOK BOULEVARD
BRENTWOOD, TN 37027
SCOTT COLE
(615) 505-3101
SCOLE@GBTREALTY.COM

LANDSCAPE ARCHITECT:

KIMLEY-HORN AND ASSOCIATES, INC.
200 S. ORANGE AVENUE, SUITE 600
ORLANDO, FL 32801
ZACK HALL, PLA
(407) 768-3222
ZACK.HALL@KIMLEY-HORN.COM

CIVIL ENGINEER:

KIMLEY-HORN AND ASSOCIATES, INC.
200 S. ORANGE AVENUE, SUITE 600
ORLANDO, FL 32801
BRENT LENZEN, P.E.
(407) 427-1610
BRENT.LENZEN@KIMLEY-HORN.COM

INDEX OF SHEETS

MP0.0	COVER
MP4.1	COMMERCIAL SITE PLAN
MP4.2	OPEN SPACE PLAN
MP4.3	TREE CANOPY EXHIBIT
MP4.4	PHASING PLAN
MP5.0	OVERALL UTILITY PLAN
MP5.1	UTILITY PLAN

PREPARED BY

Kimley»Horn

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200 S. ORANGE AVENUE, SUITE 600, ORLANDO, FL
PHONE: (407) 898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

No.	REVISIONS	DATE	BY

SHEET NUMBER
MP0.0

Drawing name: K:\orl_civil\249631001-new smyrna beach sprouts\CADD\master development\plansheets\MP0.0-COVR.dwg CO.0 Mar 27, 2026 9:14am by: Dorian.Niranjan
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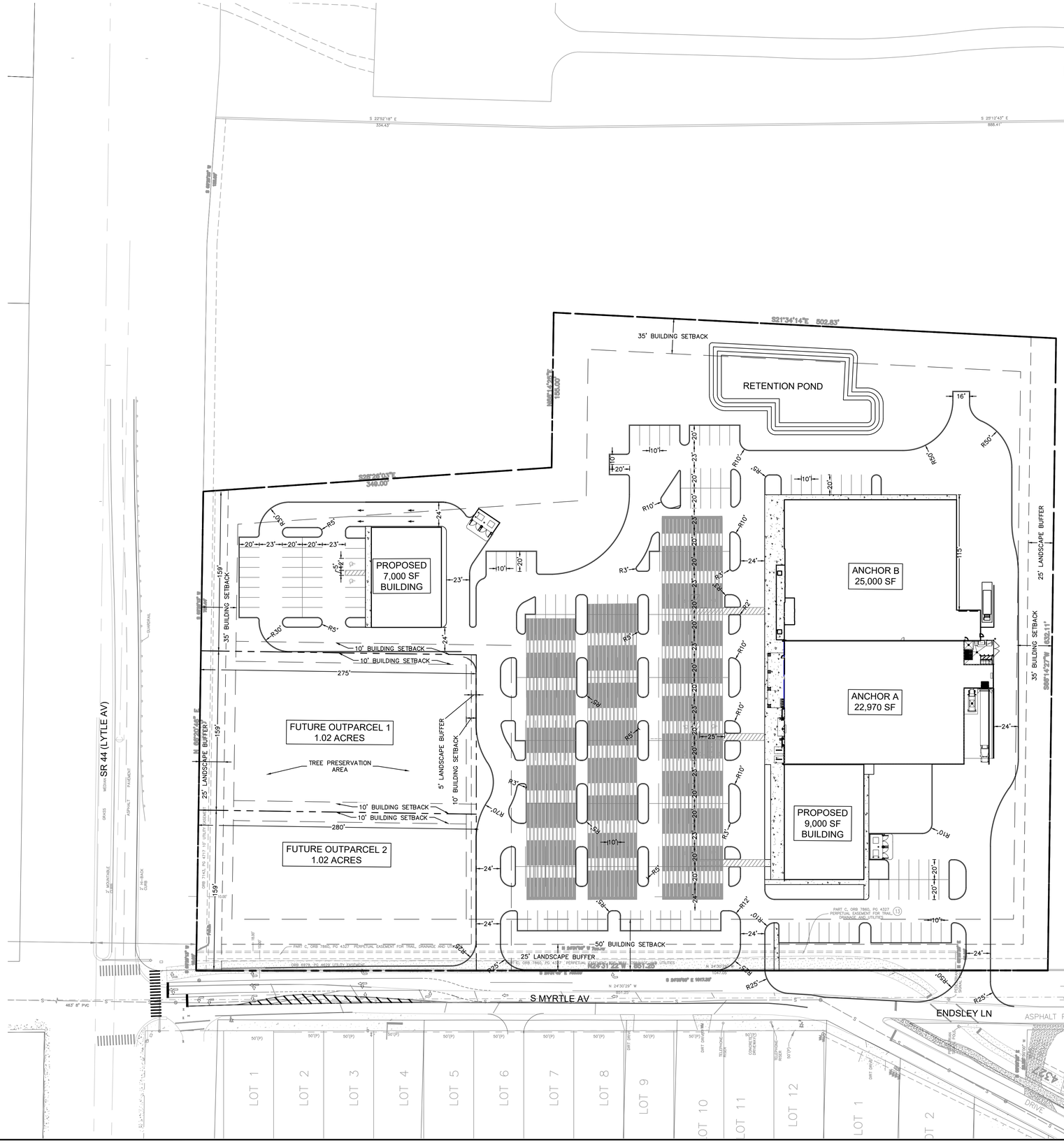

GRAPHIC SCALE IN FEET
0 25 50 100

SITE DATA

		PH 1: 9.33 AC	PH 2: 2.04 AC
TOTAL SITE AREA:	11.37 AC (495,135.80 SF)		
EXISTING ZONING:	LIGHT INDUSTRY (I-1)		
FUTURE LAND USE:	INDUSTRIAL MIXED USE (IMU)		
EXISTING USE:	VACANT (WOODED)		
PROPOSED USE:	COMMERCIAL RETAIL		
REQD MAX BUILDING HEIGHT:		45 FT	45 FT
REQD MIN LOT SIZE:		1.00 AC	0.5 AC
REQD. MIN BUILDING SEPARATION:		0 FT	20 FT
REQD. MAX INDIVIDUAL BLDG SIZE:		25,000 SF	11,325 SF
REQD. MAX BLDG COVERAGE:	25%	2.33 AC	0.26 AC
REQD. MIN OPEN SPACE:	20%	1.87 AC	0.41 AC
REQD. MIN NATURAL VEGETATION:	15%	1.40 AC	0.31 AC
REQD. MIN INTERIOR LANDSCAPING:	10%	0.28 AC	
MAX IMPERVIOUS:	80%	7.46 AC	1.63 AC

OPEN SPACE PROVIDED PH-1: 3.31 AC / 35.48%
PROPOSED IMPERVIOUS PH-1:

SIDEWALK	0.23 AC
ASPHALT	4.31 AC
BUILDING	1.47 AC
TOTAL:	6.01 AC / 64.42%

PARKING REQUIRED:	PH 1:	PH 2:
RETAIL 4/SP/1,000 SF (63,970 SF)		
REGULAR 10' X 20'	249 SPACES	
ADA SPACES (201-300 PROVIDED)	7 SPACES	
TOTAL:	263 SPACES	MINIMUM PARKING REQUIRED FOR PHASE 2 TO BE PROVIDED PER THE LDR AND THE PROPOSED USE
PARKING PROVIDED:		
STANDARD SPACES	293 SPACES	
ADA SPACES	11 SPACES	
TOTAL:	304 SPACES	
NOT TO EXCEED 120% OF MINIMUM REQUIREMENT		

BUILDING SETBACKS:	REQUIRED PH 1:	PH 2: *
NORTH	35 FT	35 FT
EAST	35 FT	10 FT
WEST	50 FT	50 FT
SOUTH	35 FT	10 FT
LANDSCAPE BUFFERS		
NORTH	25 FT	25 FT
EAST	N/A	N/A
WEST	25 FT	25 FT
WEST	25 FT	25 FT
SOUTH	25 FT	5 FT

*REQUIRED 10 FT INTERIOR SETBACK BETWEEN OUTPARCELS

PH-1 INTERIOR LANDSCAPING CALCS:

REGULAR PARKING SPACES - 293	293 X 20' X 10' = 58,600 SF / 1.35 AC
ADA PARKING SPACES - 11	11 X 20' X 17' = 3,740 SF/ 0.08 AC
PARKING AISLE PAVEMENT	58,333 SF / 1.34 AC
TOTAL:	120,673 SF / 2.77 AC

10% OF PARKING = 0.28 AC OF INTERIOR LANDSCAPE ISLANDS REQUIRED

FLOOR AREA RATIO
MAXIMUM ALLOWABLE F.A.R.: 0.5

PROPOSED UTILITIES
SANITARY SEWER: CONNECTION TO EXISTING GRAVITY SEWER ALONG S MYRTLE AV
POTABLE WATER: CONNECTION TO EXISTING WATER MAIN ALONG S MYRTLE AV
RECLAIMED WATER: CONNECTION TO EXISTING RECLAIM WATER MAIN ACROSS SR 44

GENERAL NOTES:

1. ALL MEASUREMENTS TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. FIRE PROTECTION WATER SUPPLY TO BE AVAILABLE PRIOR TO AND DURING CONSTRUCTION.
2. ALL AFFECTED SIDEWALKS, RAMPS, AND CROSSWALKS, WILL BE BUILT AND INSPECTED TO MEET CURRENT ADA REQUIREMENTS.
4. ALL FUTURE DEVELOPMENTS WILL NEED TO APPLY FOR PERMIT PRIOR TO CONSTRUCTION.
5. SITE SHALL COMPLY WITH THE FLORIDA BUILDING CODE 8TH EDITION (2023) ACCESSIBILITY
6. FINAL SITE SHALL BE GRADED TO PROVIDE PEDESTRIAN AND PARKING ADA ACCESSIBILITY
7. SEPARATE PERMITS ARE REQUIRED FOR THE FOLLOWING IF APPLICABLE CONSTRUCTION TRAILERS, SALES CENTERS, DUMPSTER ENCLOSURES, LIFT STATIONS, SWIMMING POOLS, PLAYGROUND EQUIPMENT, WALL SIGNS, MONUMENT SIGNS, RETAINING/LANDSCAPE WALLS, ENTRY WALL FEATURES, SITE LIGHTING, GENERATORS, STORAGE SHEDS, STORAGE BUILDINGS, LIGHTNING PROTECTION SYSTEMS, BULK OXYGEN STORAGE TANKS, FENCES, AWNINGS, GREASE TRAPS, PAINT SPRAY BOOTHS, UNDERGROUND AND ABOVE GROUND FUEL STORAGE TANKS, HELIPADS, EV CHARGING STATIONS ETC.
8. STORMWATER MANAGEMENT FOR THE ENTIRE 11.37 ACRES, INCLUDING OUTPARCELS WILL BE PROVIDED FOR WITHIN THE CENTRAL SYSTEM.

LEGEND:
PROPOSED STORMWATER EXFILTRATION PIPE

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200 S. ORANGE AVENUE, SUITE 800, ORLANDO, FL 32801
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL
BRENT A. LENZEN P.E.
FLORIDA LICENSE NUMBER 78537
DATE: 02/09/2026

KHA PROJECT 249631001
DATE 02/09/2026
SCALE AS SHOWN
DESIGNED BY DRN
DRAWN BY DRN
CHECKED BY BAL

COMMERCIAL SITE PLAN

MASTER DEVELOPMENT PLANS

NEW SMYRNA BEACH FLORIDA

SHEET NUMBER
MP4.1

Posted By:Nicholas Dorion Street Set:Master Plan Layout:C4.1 March 27, 2026 11:25:23am K:\orl_civil\249631001-new smyrna beach sprouts\CADD\master development\sheets\MP4.0 - SITE PLAN.dwg
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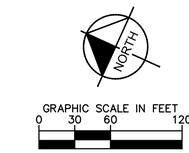

PHASE 1: – 9.33 ACRES

SITE DATA	REQUIRED	PROVIDED
OPEN SPACE:	1.87AC / 20%	3.31 AC / 35.48%
VEGETATIVE SPACE	1.40 AC / 15%	3.02 AC / 32.37%
PARKING AREA		
SPACES		1.43 AC
PARKING AISLES		1.34 AC
INTERIOR LANDSCAPING	10% OF PARKING = 0.28 AC	0.39 AC

LEGEND

- OPEN SPACE
- VEGETATIVE SPACE
- PARKING AISLES
- LIMITS OF INTERIOR LANDSCAPING

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78537
DATE: 02/09/2026

KHA PROJECT	249631001
DATE	02/09/2026
SCALE	AS SHOWN
DESIGNED BY	-
DRAWN BY	VOP
CHECKED BY	BAL

MASTER DEVELOPMENT PLANS

NEW SMYRNA BEACH FLORIDA

OPEN SPACE PLAN

SHEET NUMBER
MP4.2

Plotted By:Nicanjon Dorion Sheet Set:Master Plan Layout:C4.2 March 27, 2026 11:19:29am K:\orl_civil\249631001-new smyrna beach sprouts\CADD\master development\pronsheets\MP4.0 – SITE PLAN.dwg
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KEY

HISTORIC TREE TO BE PRESERVED (6 TOTAL)

SPECIMEN TREE TO BE PRESERVED (45 TOTAL)

HISTORIC TREE TO BE REMOVED (2 TOTAL)



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DATE: 03/27/2026

KHA PROJECT	249631001
DATE	03/27/2026
SCALE	AS SHOWN
DESIGNED BY	–
DRAWN BY	VQP
CHECKED BY	BAL

TREE CANOPY EXHIBIT

MASTER DEVELOPMENT PLANS

NEW SMYRNA BEACH FLORIDA

SHEET NUMBER
MP4.3

Plotted By:Noranjha, Dorian Sheet Set:Master Plan Layout:MP4.3 March 27, 2026 11:19:52am K:\orl_civil\249631001-new smyrna beach sprouts\CAD\EXHIBITS\CANOPY COVERAGE\NSB CANOPY COVERAGE.dwg
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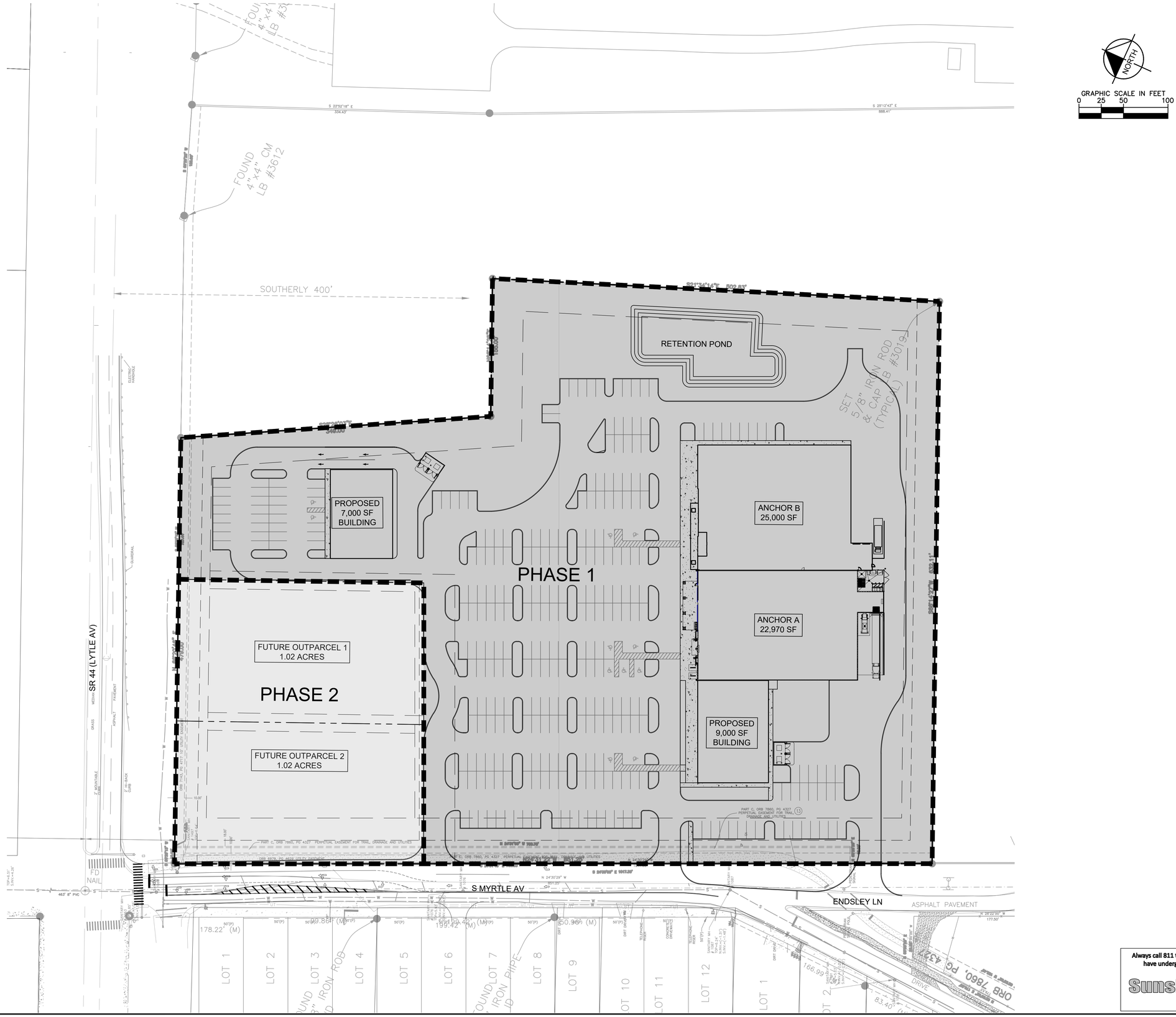

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DATE 02/09/2026

KHA PROJECT	249631001
DATE	02/09/2026
SCALE	AS SHOWN
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DRAWN BY	VDP
CHECKED BY	BAL

PHASING PLAN

MASTER DEVELOPMENT PLANS

NEW SMYRNA BEACH FLORIDA

SHEET NUMBER
MP4.4

Plotted By:Nranjan, Dorian Sheet Set:Master Plan Layout:MP4.4 March 27, 2026 11:20:14am K:\orl_civil\249631001-new smyrna beach sprouts\CAD\master development\plansheets\MP4.0 – SITE PLAN.dwg
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GRAPHIC SCALE IN FEET
0 125 250 500

NORTH

PROPOSED USES:

INDUSTRIAL	± 91.33 AC
COMMERICAL	± 11.37 AC

LEGEND

- PROPERTY LINE (TYP.)
- PROPOSED SANITARY SEWER LINE
- PROPOSED WATER LINE
- PROPOSED FIRE LINE
- PROPOSED FIRE HYDRANT
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER LINE
- EXISTING FORCE MAIN
- EXISTING WATER LINE
- EXISTING RECLAIM WATER LINE
- EXISTING STORM PIPE
- EXISTING GAS LINE
- EXISTING OVERHEAD ELECTRIC
- EXISTING UNDERGROUND ELECTRIC
- EXISTING UNDERGROUND COMMUNICATION
- EXISTING UNIDENTIFIED UTILITY
- EXISTING STORM MANHOLE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING FIRE HYDRANT

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KHA PROJECT	249631001	SCALE	AS SHOWN
DATE	02/09/2026	DESIGNED BY	-
		DRAWN BY	VOP
		CHECKED BY	BAL

UTILITY PLAN

MASTER DEVELOPMENT PLANS

NEW SMYRNA BEACH FLORIDA

SHEET NUMBER
MP5.0

Plotted By:Niranjan, Durjan Sheet Set:Master Plan Layout:MP5.0 March 27, 2026 11:20:43am K:\orl_civil\249631001-new smyrna beach sprouts\CADD\master development\plansheets\MP5.0 - UTILITY PLAN.dwg
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Plotted By: Nirajan, Dorjin Sheet Set: Master Plan Layout: MP5.1 March 27, 2026 11:20:50am K:\orl_civil\249631001-new smyrna beach sprouts\CADD\master development\plansheets\MP5.0 – UTILITY PLAN.dwg
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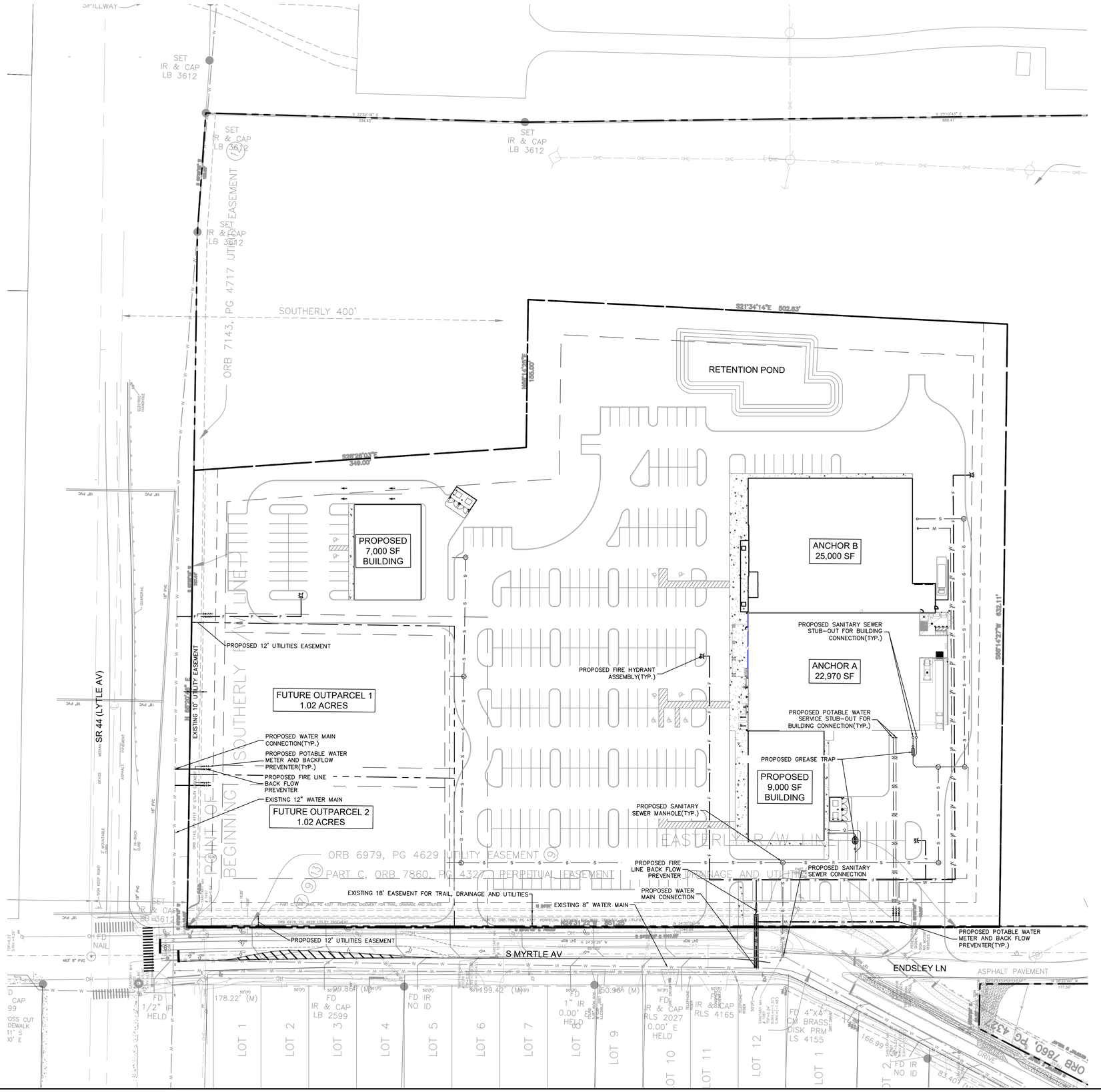
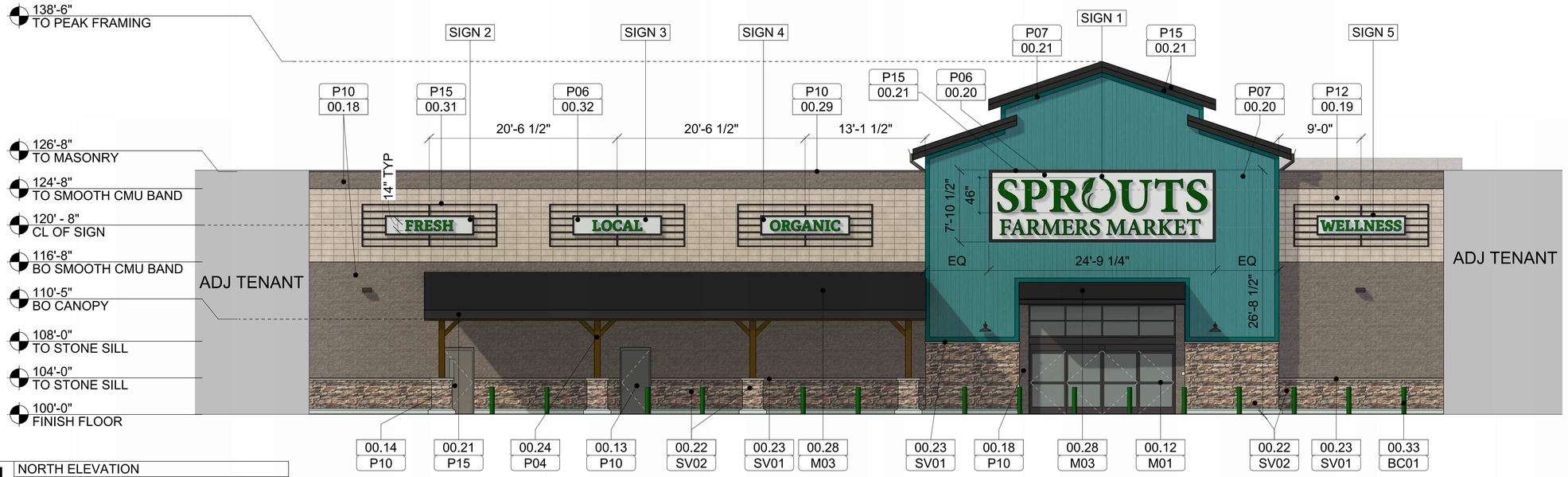
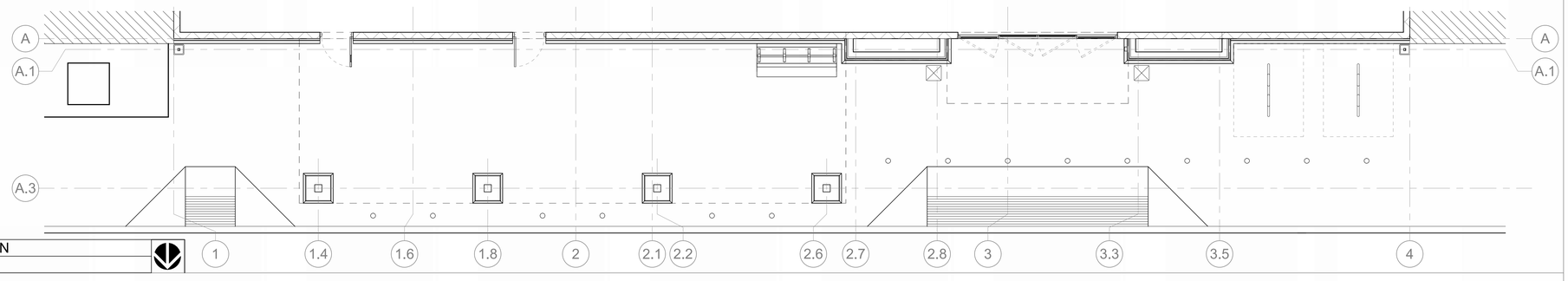

SPILLWAY
SET IR & CAP LB 3612
S 22°55'18" E 334.43'
S 25°13'43" E 858.41'
SOUTHERLY 400'
ORB 7143, PG 4717 UTILITY EASEMENT
S21°34'14"E 502.83'
N68°14'27"W 155.00'
S26°25'03"E 340.00'
RETENTION POND
PROPOSED 7,000 SF BUILDING
ANCHOR B 25,000 SF
ANCHOR A 22,970 SF
PROPOSED 9,000 SF BUILDING
PROPOSED 12' UTILITIES EASEMENT
EXISTING 10' UTILITY EASEMENT
FUTURE OUTPARCEL 1 1.02 ACRES
FUTURE OUTPARCEL 2 1.02 ACRES
PROPOSED WATER MAIN CONNECTION(TYP.)
PROPOSED POTABLE WATER METER AND BACKFLOW PREVENTER(TYP.)
PROPOSED FIRE LINE BACK FLOW PREVENTER
EXISTING 12" WATER MAIN
PROPOSED FIRE HYDRANT ASSEMBLY(TYP.)
PROPOSED SANITARY SEWER STUB-OUT FOR BUILDING CONNECTION(TYP.)
PROPOSED POTABLE WATER SERVICE STUB-OUT FOR BUILDING CONNECTION(TYP.)
PROPOSED GREASE TRAP
PROPOSED SANITARY SEWER MANHOLE(TYP.)
PROPOSED SANITARY SEWER CONNECTION
PROPOSED FIRE LINE BACK FLOW PREVENTER
PROPOSED WATER MAIN CONNECTION
PROPOSED POTABLE WATER METER AND BACK FLOW PREVENTER(TYP.)
EXISTING 18' EASEMENT FOR TRAIL, DRAINAGE AND UTILITIES
EXISTING 8" WATER MAIN
ORB 6979, PG 4629 UTILITY EASEMENT
PART C, ORB 7860, PG 4327 PERPETUAL EASEMENT FOR TRAIL, DRAINAGE AND UTILITIES
BEGINNING OF SOUTHERLY R/W LINE
EASTERLY R/W LINE
SR 44 (LYTLE AV)
S MYRTLE AV
ENDSLEY LN
ASPHALT PAVEMENT
ORB 7860, PG 4327
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 9
LOT 10
LOT 11
LOT 12
LOT 1
LOT 2
178.22' (M)
199.86' (M)
199.42' (M)
150.96' (M)
166.99'
83.40'
FD 1/2" IP HELD
FD IR & CAP LB 2599
FD IR NO ID
FD 1" IR 0.00' HELD
FD IR & CAP RLS 2027 0.00' E HELD
FD IR & CAP RLS 4165
FD 4"X4" CONC BRASS DISK PRM LS 4155
FD IR NO ID
ELECTRIC HANDHOLE
463' 8" PVC
18" PVC
GRASS MEDIAN
ASPHALT PAVEMENT
2' MOUNTABLE CURB
2' FLAT-BACK CURB
SIGN KEEP RIGHT
OHE
OHE
OHE



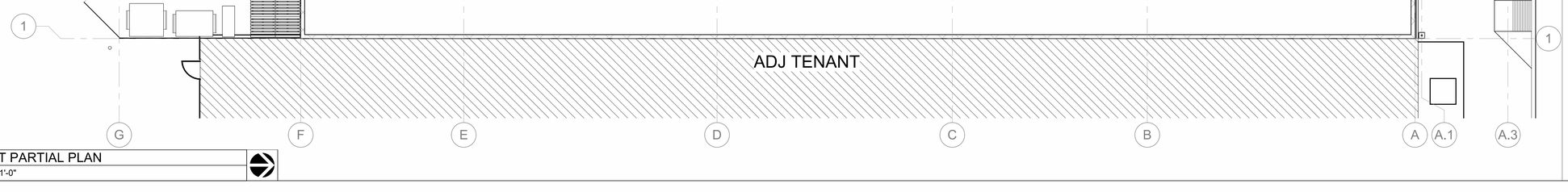
4 NORTH ELEVATION
3/16" = 1'-0"



3 NORTH PARTIAL PLAN
3/16" = 1'-0"



2 EAST ELEVATION
1/8" = 1'-0"



1 EAST PARTIAL PLAN
1/8" = 1'-0"

ALL ASPECTS OF THE SIGNAGE, BOTH BUILDING AND SITE, SHALL BE GOVERNED BY SPROUTS' MOST CURRENT PROTOTYPE SIGN STANDARDS MANUAL AND CODE REQUIREMENTS.

FOR MATERIAL AND FINISH DETAILS SEE SHEET C-1D MATERIAL BOARD

FOR SIGN DESCRIPTIONS SEE SHEET C-1A SIGNAGE SITE PLAN

ACCENT COLOR FOR ADDITIONAL STRUCTURES: P15

FOR CLARITY OUTDOOR FIXTURES ARE NOT SHOWN

KEYNOTES

00.09	SUSTAINABILITY AREA WITH CHAIN LINK FENCE AND GATE
00.12	AUTOMATIC SLIDING ENTRY DOOR
00.13	HOLLOW METAL EGRESS DOOR
00.14	CLICK & COLLECT DOOR
00.18	SPLIT FACE CMU, RUNNING BOND
00.19	SMOOTH FACE CMU, STACKED BOND
00.20	JAMES HARDIE FIBER CEMENT SIDING
00.21	JAMES HARDIE FIBER CEMENT TRIM
00.22	MANUFACTURED STONE VENEER SYSTEM
00.23	MANUFACTURED STONE SILL
00.24	WOOD POST WITH KICKER
00.28	STANDING SEAM METAL ROOF
00.29	METAL PARAPET CAP
00.31	ALUMINUM "PASTURE GATE" FRAMEWORK FOR SECONDARY SIGN BY SIGNAGE VENDOR
00.32	BACKGROUND PANEL FOR SECONDARY SIGN BY SIGNAGE VENDOR
00.33	IDEALSHIELD BOLLARD

KEYNOTES - SIGNAGE

SIGN 1	ILLUMINATED CHANNEL LETTERS, FLUSH MOUNTED
SIGN 2	ILLUMINATED CHANNEL LETTERS ON PASTURE GATE
SIGN 3	ILLUMINATED CHANNEL LETTERS ON PASTURE GATE
SIGN 4	ILLUMINATED CHANNEL LETTERS ON PASTURE GATE
SIGN 5	ILLUMINATED CHANNEL LETTERS ON PASTURE GATE

CLIENT
SPROUTS FARMERS MARKET
5455 E. HIGH ST., SUITE 111
PHOENIX, AZ 85054
P: 480-814-8016 F:480-814-8017

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Florida Corporate Certificate #AA C000526

ISSUES AND REVISIONS

NUMBER	DATE	DESCRIPTION

NOT FOR CONSTRUCTION

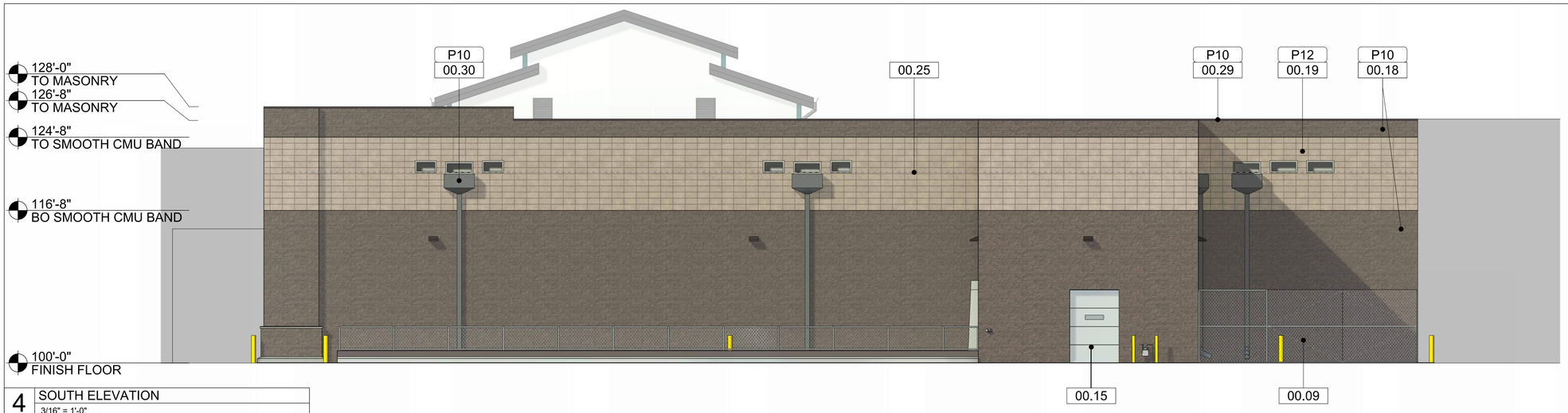
STORE INFORMATION
SPROUTS FARMERS MARKET
0678
LYTLE AVE & S MYRTLE AVE
NEW SMYRNA BEACH, FL

SHEET NAME
PREMISES ELEVATION AND TENANT'S BUILDING AND SITE SIGNAGE

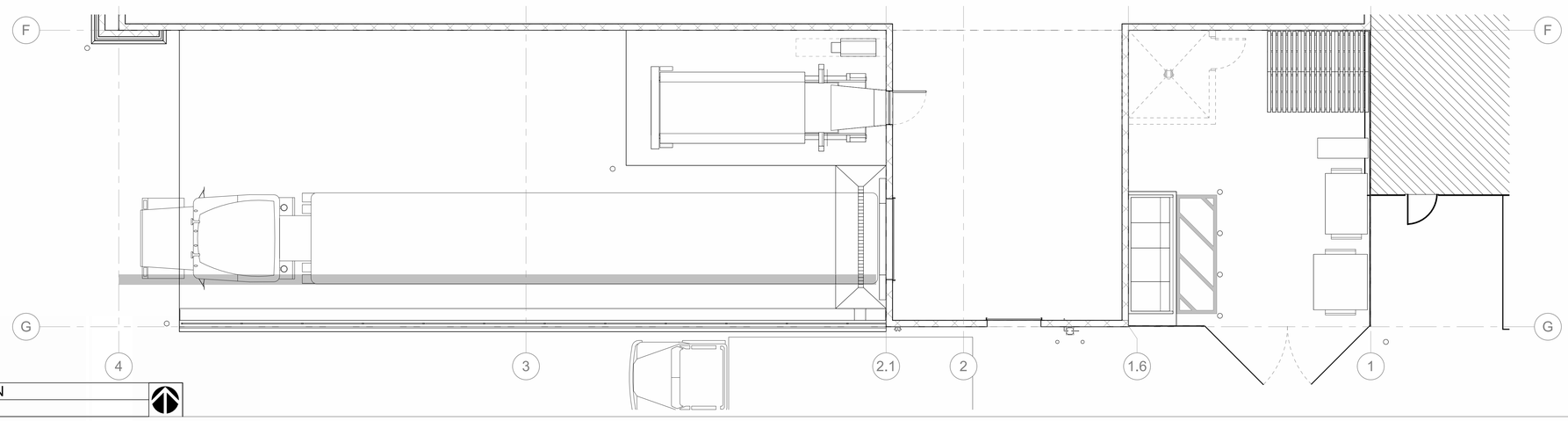
DATE:	03/20/26
DRAWN BY:	JS/CH
CHECKED BY:	ED
BUILD TYPE:	NBTS
PROTOTYPE VERSION:	V6.2.9.1_20250305
PROJECT NUMBER:	20250170

SHEET NUMBER
C-1C

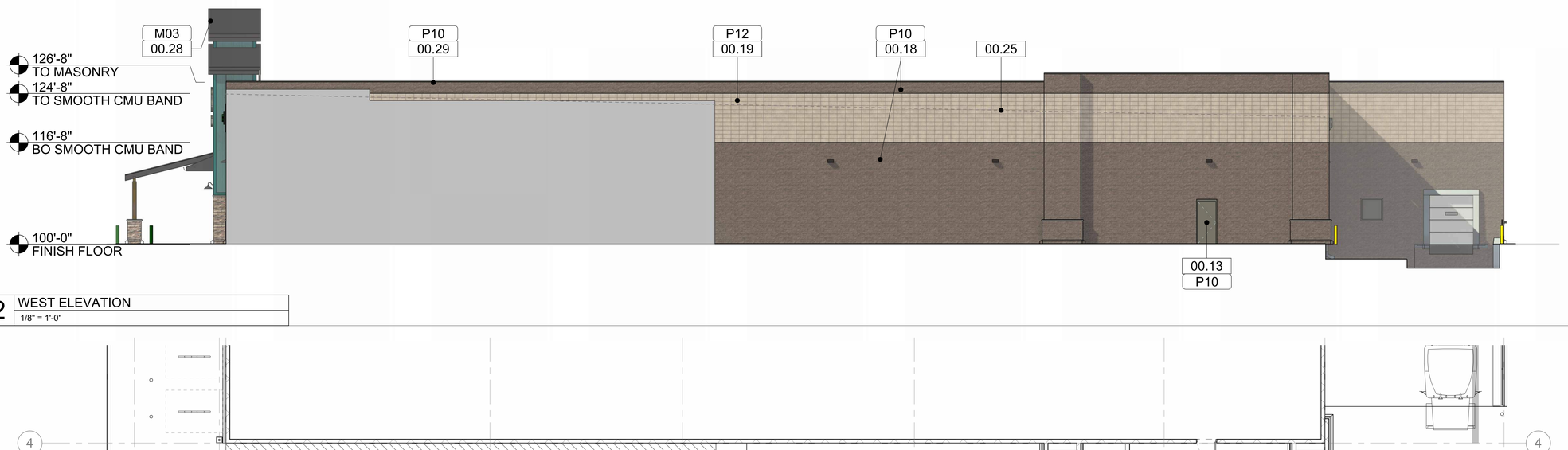
0678 NEW SMYRNA BEACH, FL NBTS EXHIBIT C-1C PREMISES ELEVATION AND TENANTS BUILDING AND SITE SIGNAGE



4 SOUTH ELEVATION
3/16" = 1'-0"



3 SOUTH PARTIAL PLAN
3/16" = 1'-0"



2 WEST ELEVATION
1/8" = 1'-0"

1 WEST PARTIAL PLAN
1/8" = 1'-0"

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FOR MATERIAL AND FINISH DETAILS SEE SHEET C-1D MATERIAL BOARD

FOR SIGN DESCRIPTIONS SEE SHEET C-1A SIGNAGE SITE PLAN

ACCENT COLOR FOR ADDITIONAL STRUCTURES: P15

FOR CLARITY OUTDOOR FIXTURES ARE NOT SHOWN

KEYNOTES

00.09	SUSTAINABILITY AREA WITH CHAIN LINK FENCE AND GATE
00.13	HOLLOW METAL EGRESS DOOR
00.15	DAILY STORE DELIVERY (DSD) OVERHEAD DOOR
00.18	SPLIT FACE CMU, RUNNING BOND
00.19	SMOOTH FACE CMU, STACKED BOND
00.25	LINE OF ROOF BEYOND
00.28	STANDING SEAM METAL ROOF
00.29	METAL PARAPET CAP
00.30	METAL DOWNSPOUT

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LYTLE AVE & S MYRTLE AVE
NEW SMYRNA BEACH, FL

SHEET NAME
PREMISES ELEVATION AND TENANT'S BUILDING AND SITE SIGNAGE

DATE:	03/20/26
DRAWN BY:	JS
CHECKED BY:	ED
BUILD TYPE:	NBTS
PROTOTYPE VERSION:	V6.2.9.1_20250305
PROJECT NUMBER:	20250170

SHEET NUMBER
C-1D

0678 NEW SMYRNA BEACH, FL NBTS EXHIBIT C-1D PREMISES ELEVATION AND TENANT'S BUILDING AND SITE SIGNAGE

ALL ASPECTS OF THE SIGNAGE, BOTH BUILDING AND SITE, SHALL BE GOVERNED BY SPROUTS' MOST CURRENT PROTOTYPE SIGN STANDARDS MANUAL AND CODE REQUIREMENTS.



STANDING SEAM METAL ROOFING

BERRIDGE
"AGED BRONZE"
(M03)

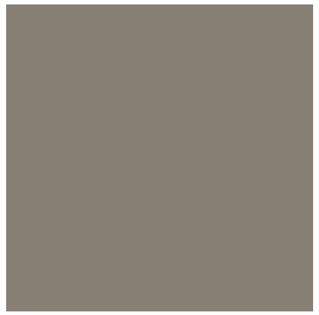
PAINT

PPG 1009-1
"TUNDRA FROST"
(P06)



PAINT

PPG 1142-6
"JERICHO JADE"
(P07)



PAINT

PPG 1000-5
"BEAR CUB"
(P10)



PAINT

PPG 1024-4
"MOTH GRAY"
(P12)



PAINT

PPG 1006-7
"METROPOLIS"
(P15)



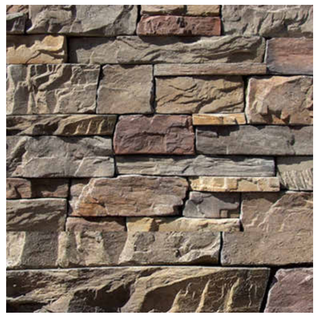
WOOD POST

STAINED FLOOD
SEMI TRANSPARENT
"707 TABACCO"
(P04)



STOREFRONT

STOREFRONT MANUFACTURER
DARK BRONZE
(M01)



STONE VENEER

CORONADO STONE
OLD WORLD LEDGE
"MONARCH"
(SV02)



SILL

CORONADO STONE
900 SERIES
"GREY"
(SV01)



BOLLARD COVER

CUSTOM
PMS-2465
(BC01)

CLIENT

SPROUTS FARMERS MARKET
5455 E. HIGH ST., SUITE 111
PHOENIX, AZ 85054
P: 480-814-8016 F:480-814-8017

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Florida Corporate Certificate #AA C000526

ISSUES AND REVISIONS

NUMBER	DATE	DESCRIPTION

NOT FOR CONSTRUCTION

STORE INFORMATION
SPROUTS FARMERS MARKET
0678
LYTLE AVE & S MYRTLE AVE
NEW SMYRNA BEACH, FL

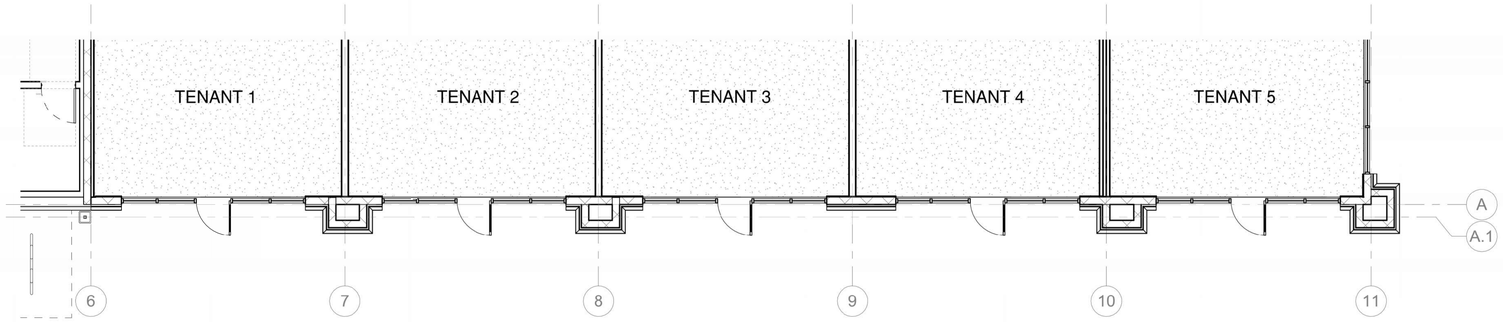
SHEET NAME
PREMISES ELEVATION AND TENANT'S BUILDING AND SITE SIGNAGE

DATE:	03/20/26
DRAWN BY:	CH
CHECKED BY:	Checker
BUILD TYPE:	NBTS
PROTOTYPE VERSION:	V6.2.9.1_20250305
PROJECT NUMBER:	20250170

SHEET NUMBER

C-1E

0678 NEW SMYRNA BEACH, FL NBTS EXHIBIT C-1E PREMISES ELEVATION AND TENANT'S BUILDING AND SITE SIGNAGE

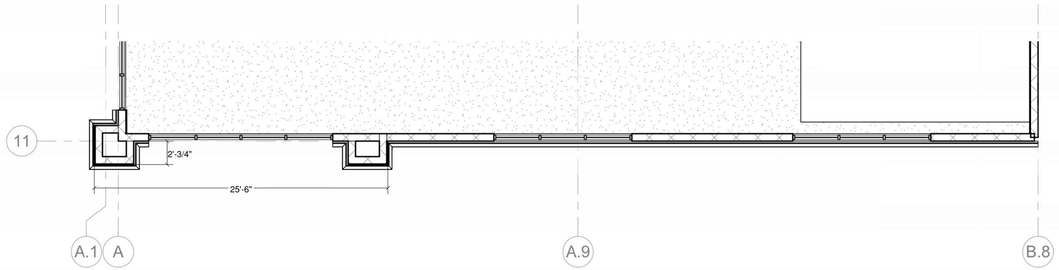


1 NORTHWEST PLAN
3/16" = 1'-0"



2 NORTHWEST ELEVATION
3/16" = 1'-0"

NOTES:
SIGNAGE AREA PER PAGE 18 (33 OF 57). SECTION 604.12 SIGNS.G.b WALL SIGNS SHALL GOVERN THE REMAINING TENANTS. MAX. 100 SQ.FT. PER TENANT PREMISE.



3 SOUTHWEST PLAN
3/16" = 1'-0"



4 SOUTHWEST ELEVATION
3/16" = 1'-0"

Material & Color Schedule

TYPE	MATERIAL	FINISH	COLOR	NOTES
G-1	ALUMINUM GUTTER & DOWNSPOUT		BRONZE	PROVIDE SPALSH BLOCK
SF-1	STOREFRONT MEDIUM-STILE	ALUMINUM		KAWNEER OR EQUAL
HMD-1	HOLLOW METAL DOOR	PAINT (PPG 1000-5)	BEAR CUB - P10	
M-1	METAL PARAPET CAP	PAINT (PPG 1000-5)	BEAR CUB - P10	
C-1	CANVAS AWNING		BLACK	SUNBRELLA
CMU-1	SMOOTH FACE CMU	PAINT (PPG 1024-4)	MOTH GRAY - P12	STACKED BOND
CMU-2	SPLIT FACE CMU	PAINT (PPG 1000-5)	BEAR CUB - P10	RUNNING BOND
ST-1	DIRECT APPLIED STUCCO	PAINT (PPG 1024-4)	MOTH GRAY - P12	SANDED TEXTURE - PAINTED SYNTHETIC TOP COAT - MATTE FINISH
SV-1	MANUFACTURED STONE SILL	900 SERIES	GREY	CORONADO STONE
SV-2	MANUFACTURED STONE VENEEW	OLD WORLD LEDGE	MONARCH	CORONADO STONE

FOR MATERIAL AND FINISH DETAILS SEE SHEET C-1D MATERIAL BOARD

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CONSULTANT

GBT REALTY CORPORATION

REVISION / ISSUE HISTORY

REV	DATE	REVISION / ISSUE NAME

PROJECT NO 20250502	DRAWN BY JS
PERMIT SUB DATE -	CHECKED BY ED

PROJECT
NEW SMYRNA BEACH RETAIL

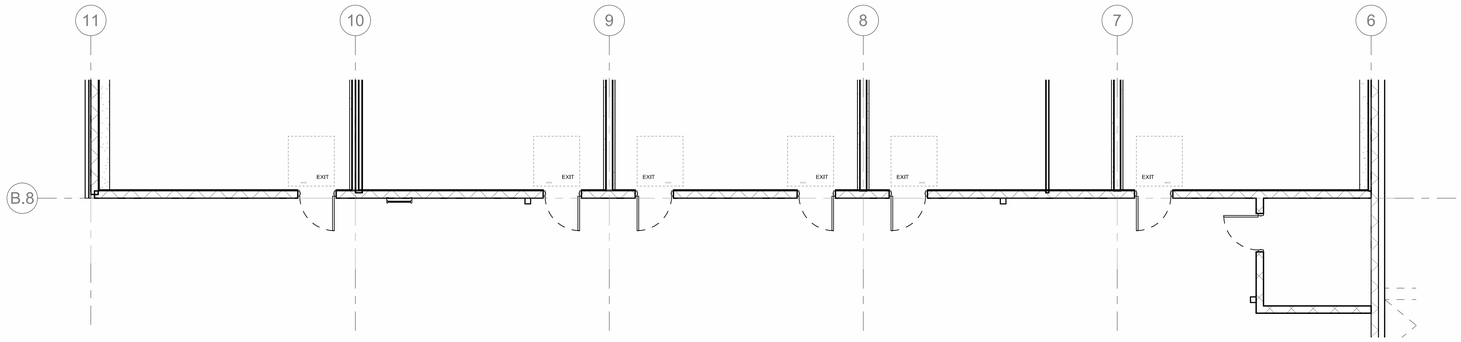
US 44 & MYRTLE AVE
NEW SMYRNA BEACH, FL

CLIENT
GBT REALTY CORPORATION

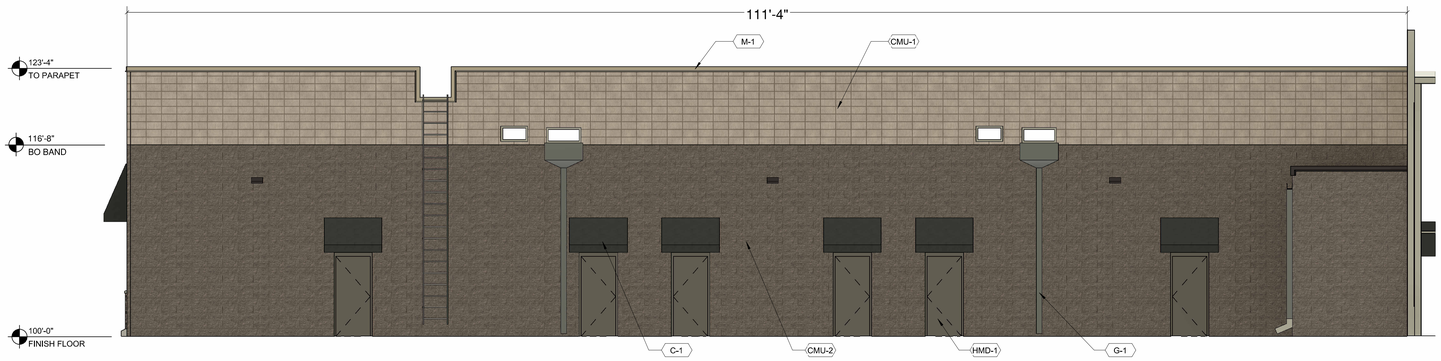
9010 OVERLOOK BOULEVARD
BRENTWOOD, TN 37027

SHEET TITLE
PHASE 1 - INLINE RETAIL SHOPS ELEVATIONS

SHEET NO C-1B REV



1 SOUTHEAST PLAN
3/16" = 1'-0"



2 SOUTHEAST ELEVATION
3/16" = 1'-0"

Block Type	Area(sq ft)	Percentage (%)
Smooth-Face	702	27.46%
Split-Face	1854	72.54%
Total	2556	100.00%

Material & Color Schedule

TYPE	MATERIAL	FINISH	COLOR	NOTES
G-1	ALUMINUM GUTTER & DOWNSPOUT		DARK BRONZE	PROVIDE SPALSH BLOCK
SF-1	STOREFRONT MEDIUM-STILE	ALUMINUM		KAWNEER OR EQUAL
HMD-1	HOLLOW METAL DOOR	PAINT (PPG 1000-5)	BEAR CUB - P10	
M-1	METAL PARAPET CAP	PAINT (PPG 1000-5)	BEAR CUB - P10	
C-1	CANVAS AWNING		BLACK	SUNBRELLA
CMU-1	SMOOTH FACE CMU	PAINT (PPG 1024-4)	MOTH GRAY - P12	STACKED BOND
CMU-2	SPLIT FACE CMU	PAINT (PPG 1000-5)	BEAR CUB - P10	RUNNING BOND
ST-1	DIRECT APPLIED STUCCO	PAINT (PPG 1024-4)	MOTH GRAY - P12	SANDED TEXTURE - PAINTED SYNTHETIC TOP COAT - MATTE FINISH
SV-1	MANUFACTURED STONE SILL	900 SERIES	GREY	CORONADO STONE
SV-2	MANUFACTURED STONE VENEEW	OLD WORLD LEDGE	MONARCH	CORONADO STONE

FOR MATERIAL AND FINISH DETAILS SEE SHEET C-1D MATERIAL BOARD

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REV	DATE	REVISION / ISSUE NAME

PROJECT NO 20250502	DRAWN BY Author
PERMIT SUB DATE -	CHECKED BY Checker

PROJECT
NEW SMYRNA BEACH RETAIL

US 44 & MYRTLE AVE
NEW SMYRNA BEACH, FL

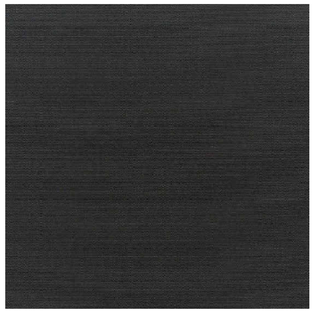
CLIENT
GBT REALTY CORPORATION

9010 OVERLOOK BOULEVARD
BRENTWOOD, TN 37027

SHEET TITLE
PHASE 1 - INLINE RETAIL SHOPS ELEVATIONS - REAR

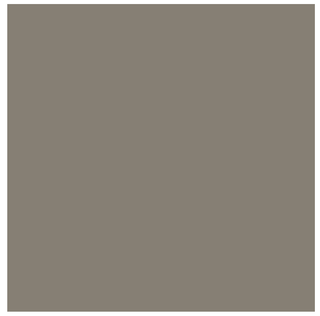
SHEET NO
C-1C

REV



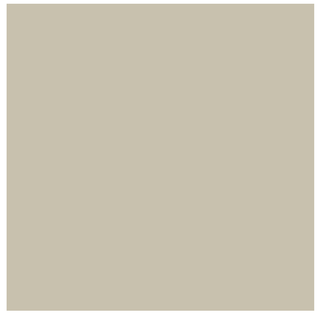
CANVAS AWNING

SUNBRELLA
"BLACK"
(C-1)



PAINT

PPG 1000-5
"BEAR CUB"
(P10)



PAINT

PPG 1024-4
"MOTH GRAY"
(P12)



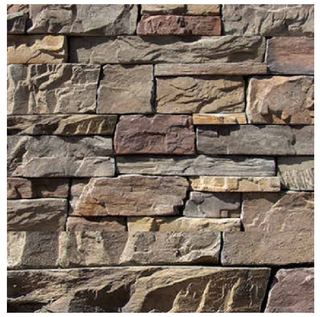
STOREFRONT FINISH

"DARK BRONZE"
(SF-1)



SILL

CORONADO STONE
900 SERIES
"GREY"
(SV-1)



STONE VENEER

CORONADO STONE
OLD WORLD LEDGE
"MONARCH"
(SV-2)

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ARRON WADE ARNOLD

CONSULTANT

GBT REALTY CORPORATION

REVISION / ISSUE HISTORY

REV	DATE	REVISION / ISSUE NAME

PROJECT NO 20250502	DRAWN BY JS
PERMIT SUB DATE -	CHECKED BY ED

PROJECT

NEW SMYRNA BEACH RETAIL

US 44 & MYRTLE AVE
NEW SMYRNA BEACH, FL

CLIENT

GBT REALTY CORPORATION

9010 OVERLOOK BOULEVARD
BRENTWOOD, TN 37027

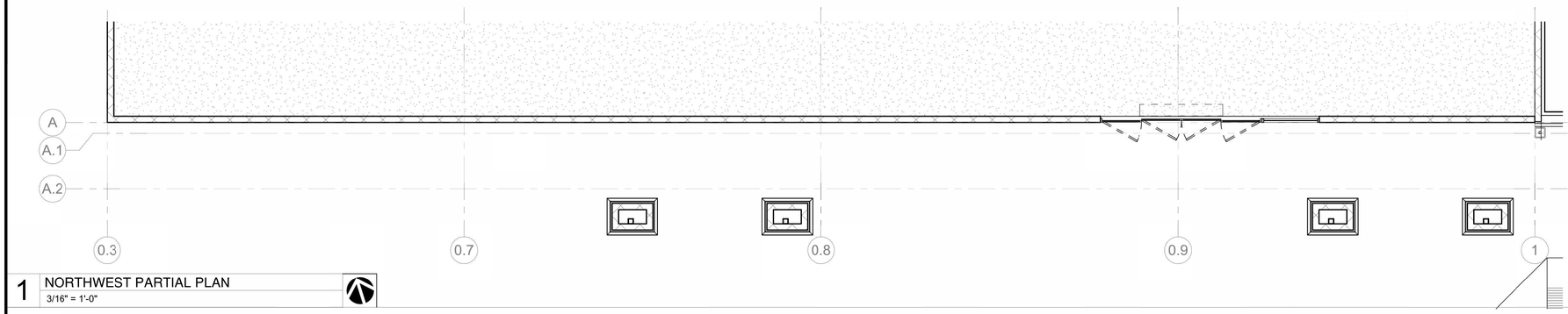
SHEET TITLE

PHASE 1 - EXTERIOR BUILDING MATERIALS

SHEET NO

C-1D

REV



1 NORTHWEST PARTIAL PLAN
3/16" = 1'-0"

Material & Color Schedule

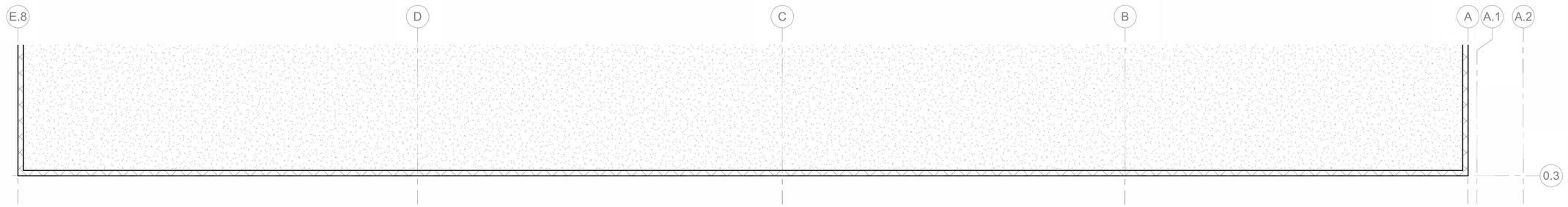
TYPE	MATERIAL	FINISH	COLOR	NOTES
G-1	ALUMINUM GUTTER & DOWNSPOUT		DARK BRONZE	PROVIDE SPALSH BLOCK
SF-1	STOREFRONT MEDIUM-STILE	ALUMINUM	DARK BRONZE	KAWNEER OR EQUAL
HMD-1	HOLLOW METAL DOOR	PAINT (PPG 1000-5)	BEAR CUB - P10	
M-1	METAL PARAPET CAP	PAINT (PPG 1000-5)	BEAR CUB - P10	
CMU-1	SMOOTH FACE CMU	PAINT (PPG 1024-4)	MOTH GRAY - P12	STACKED BOND
CMU-2	SPLIT FACE CMU	PAINT (PPG 1000-5)	BEAR CUB - P10	RUNNING BOND
P-1	PAINT	PAINT (BM2087-10)	NEON RED	
ST-1	DIRECT APPLIED STUCCO	PAINT	DRYVIT #310 CHINA WHITE	SANDED TEXTURE - PAINTED SYNTHETIC TOP COAT - MATTE FINISH
ST-2	DIRECT APPLIED STUCCO	PAINT	DRYVIT #110 VAN DYKE	SANDED TEXTURE - PAINTED SYNTHETIC TOP COAT - MATTE FINISH
SV-1	MANUFACTURED STONE SILL	900 SERIES	GREY	CORONADO STONE
SV-2	MANUFACTURED STONE VENEEW	OLD WORLD LEDGE	MONARCH	CORONADO STONE

FOR MATERIAL AND FINISH DETAILS SEE SHEET C-1C MATERIAL BOARD

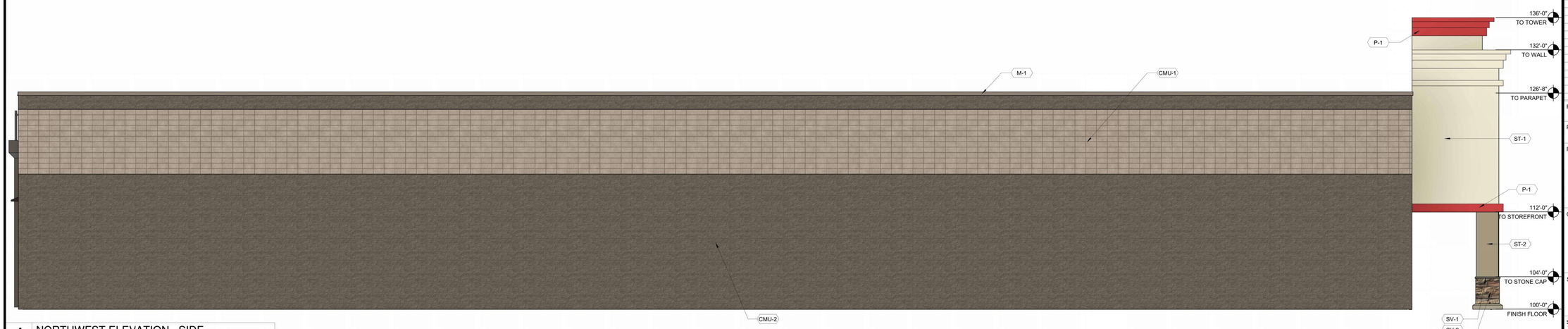


2 NORTHWEST ELEVATION - FRONT
3/16" = 1'-0"

TJ-MAXX TOTAL SIGNAGE AREA:
(7'-5" x 27'-0") = 200sf.



3 NORTHEAST PARTIAL PLAN
3/16" = 1'-0"



4 NORTHWEST ELEVATION - SIDE
3/16" = 1'-0"

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CONSULTANT

GBT REALTY CORPORATION

REVISION / ISSUE HISTORY

REV	DATE	REVISION / ISSUE NAME

PROJECT NO	DRAWN BY
20250501	JS
PERMIT SUB DATE	CHECKED BY
-	ED

PROJECT
NEW SMYRNA BEACH RETAIL
US 44 & MYRTLE AVE
NEW SMYRNA BEACH, FL

CLIENT
GBT REALTY CORPORATION
9010 OVERLOOK BOULEVARD
BRENTWOOD, TN 37027

SHEET TITLE
PHASE 1 - TJ-MAXX FRONT /SIDE ELEVATIONS

SHEET NO
C-1B

REV



1 OVERALL ELEVATION - TJ-MAXX - SPROUTS - RETAIL SHOPS
N.T.S.

TJ-MAXX TOTAL SIGNAGE AREA:
(7'-5" x 27'-0") = 200sf.



2 PARTIAL FRONT ELEVATION - TJ-MAXX & SPROUTS
N.T.S.

SPROUTS MAIN SIGNAGE AREA: (8'-0" x 25'-0") = 200sq.ft.

SPROUTS SECONDARY SIGNAGE AREA: 276.8sq.ft.
FREASH: 69.2sq.ft.
LOCAL: 69.2 sq.ft.
ORGANIC: 69.2 sq.ft.
WELLNESS: 69.2 sq.ft.



3 PARTIAL FRONT ELEVATION - SPROUTS & RETAIL SHOPS
N.T.S.

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REV	DATE	REVISION / ISSUE NAME

PROJECT NO 20250502	DRAWN BY Author
PERMIT SUB DATE -	CHECKED BY Checker

PROJECT
NEW SMYRNA BEACH RETAIL
US 44 & MYRTLE AVE
NEW SMYRNA BEACH, FL

CLIENT
GBT REALTY CORPORATION
9010 OVERLOOK BOULEVARD
BRENTWOOD, TN 37027

SHEET TITLE
PHASE 1 - OVERALL BUILDING FRONT ELEVATIONS

SHEET NO C-2 REV



1 REAR PARTIAL ELEVATION - RETAIL, SPROUTS & TJ-MAX
N.T.S.



2 REAR PARTIAL ELEVATION - RETAIL & SPROUTS
N.T.S.



3 REAR PARTIAL ELEVATION - SPROUTS & TJ-MAXX
N.T.S.

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REVISION / ISSUE HISTORY

REV	DATE	REVISION / ISSUE NAME

PROJECT NO	DRAWN BY
20250502	Author
PERMIT SUB DATE	CHECKED BY
-	Checker

PROJECT
NEW SMYRNA BEACH RETAIL

US 44 & MYRTLE AVE
NEW SMYRNA BEACH, FL

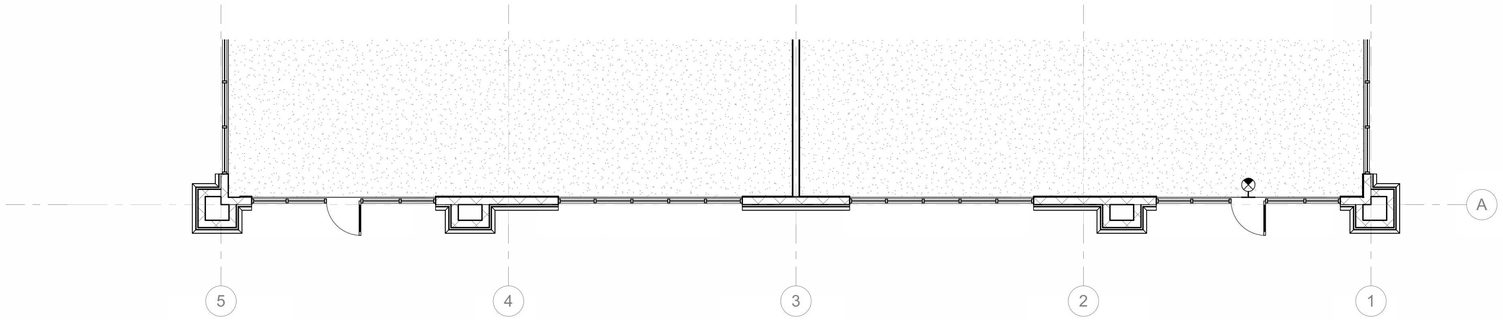
CLIENT
GBT REALTY CORPORATION

9010 OVERLOOK BOULEVARD
BRENTWOOD, TN 37027

SHEET TITLE
PHASE 1 - OVERALL
BUILDING REAR ELEVATIONS

SHEET NO
C-3

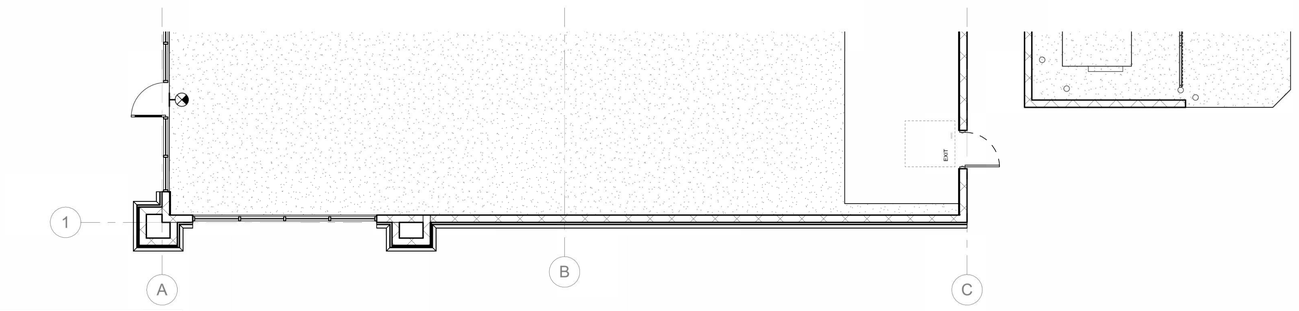
REV



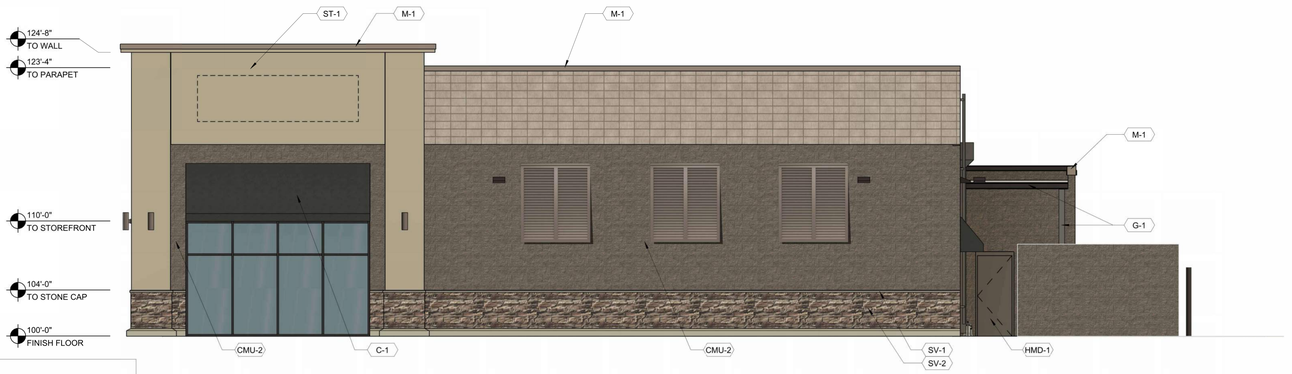
1 NORTHWEST PLAN
3/16" = 1'-0"



2 NORTHWEST ELEVATION
3/16" = 1'-0"



3 SOUTHWEST PLAN
3/16" = 1'-0"



4 SOUTHWEST ELEVATION
3/16" = 1'-0"

Material & Color Schedule

TYPE	MATERIAL	FINISH	COLOR	NOTES
G-1	ALUMINUM GUTTER & DOWNSPOUT		DARK BRONZE	PROVIDE SPALSH BLOCK
SF-1	STOREFRONT MEDIUM-STILE	ALUMINUM		KAWNEER OR EQUAL
HMD-1	HOLLOW METAL DOOR	PAINT (PPG 1000-5)	BEAR CUB - P10	
M-1	METAL PARAPET CAP	PAINT (PPG 1000-5)	BEAR CUB - P10	
C-1	CANVAS AWNING		BLACK	SUNBRELLA
CMU-1	SMOOTH FACE CMU	PAINT (PPG 1024-4)	MOTH GRAY - P12	STACKED BOND
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ST-1	DIRECT APPLIED STUCCO	PAINT (PPG 1024-4)	MOTH GRAY - P12	SANDED TEXTURE - PAINTED SYNTHETIC TOP COAT - MATTE FINISH
SV-1	MANUFACTURED STONE SILL	900 SERIES	GREY	CORONADO STONE
SV-2	MANUFACTURED STONE VENEEW	OLD WORLD LEDGE	MONARCH	CORONADO STONE

FOR MATERIAL AND FINISH DETAILS SEE SHEET C-1D MATERIAL BOARD

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ARCHITECT/ENGINEER SEAL

AR0016440
ARRON WADE ARNOLD

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GBT REALTY CORPORATION

REVISION / ISSUE HISTORY

REV	DATE	REVISION / ISSUE NAME

PROJECT NO	DRAWN BY
20250502	JS
PERMIT SUB DATE	CHECKED BY
-	ED

PROJECT
NEW SMYRNA BEACH RETAIL

US 44 & MYRTLE AVE
NEW SMYRNA BEACH, FL

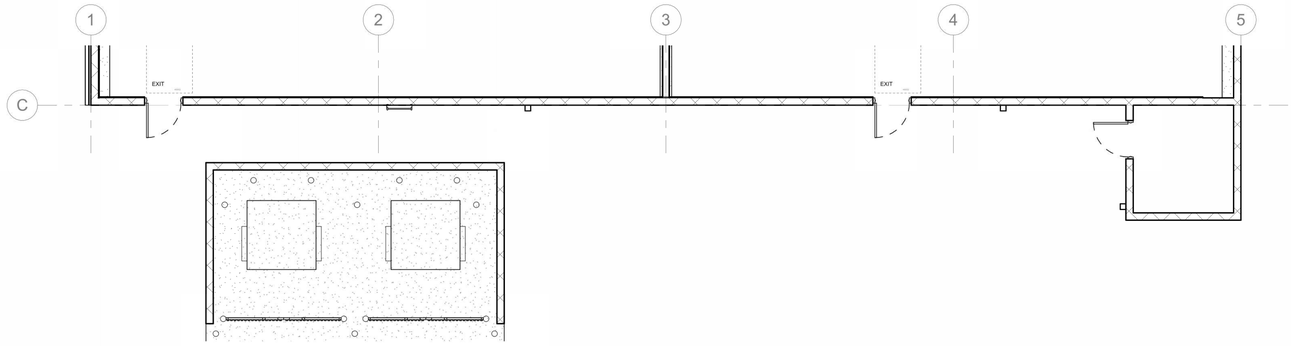
CLIENT
GBT REALTY CORPORATION

9010 OVERLOOK BOULEVARD
BRENTWOOD, TN 37027

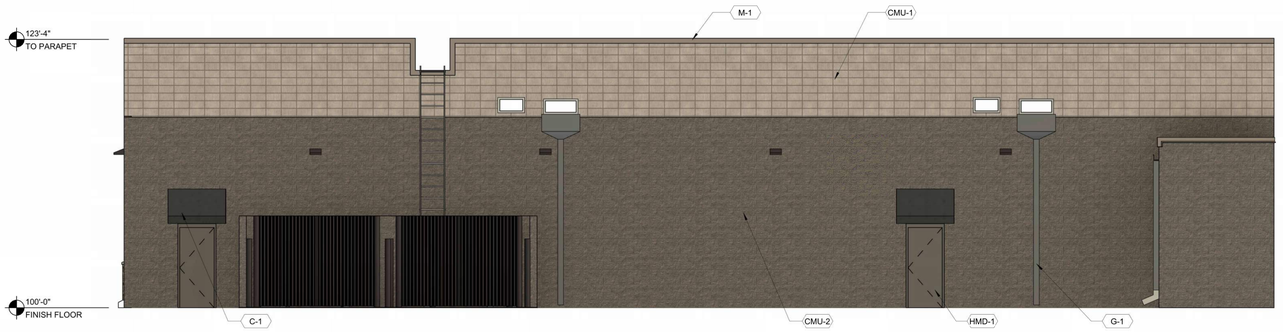
SHEET TITLE
PHASE 1 - PAD RETAIL
SHOPS ELEVATIONS

SHEET NO
C-1B

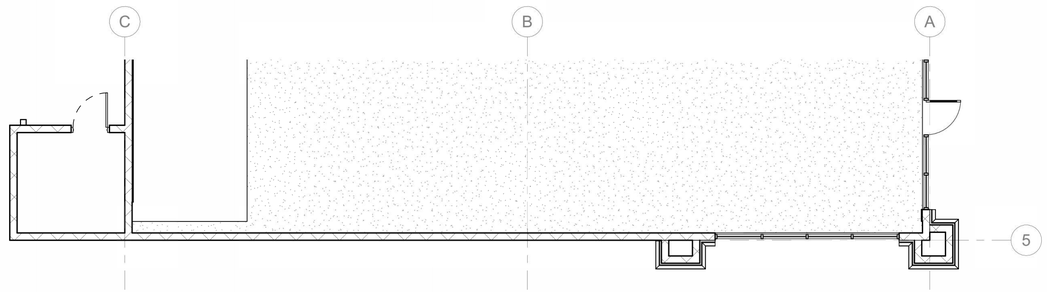
REV



1 SOUTHEAST PLAN
3/16" = 1'-0"



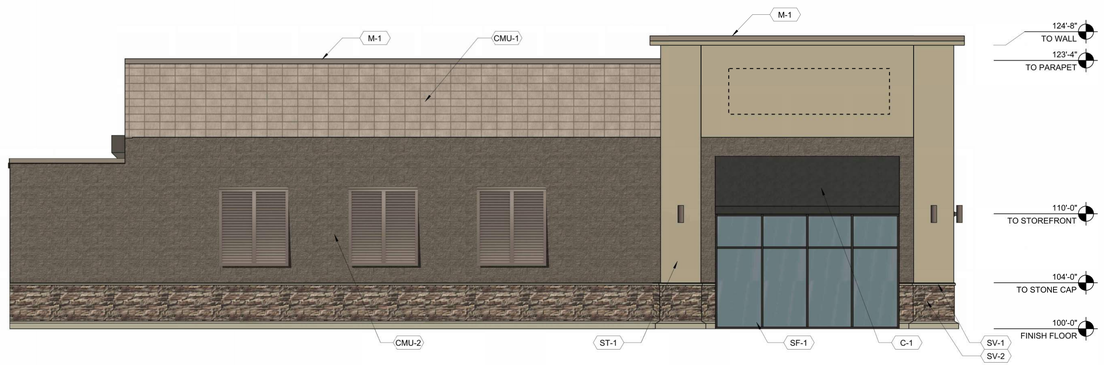
2 SOUTHEAST ELEVATION
3/16" = 1'-0"



3 NORTHEAST PLAN
3/16" = 1'-0"

Material & Color Schedule				
TYPE	MATERIAL	FINISH	COLOR	NOTES
G-1	ALUMINUM GUTTER & DOWNSPOUT		DARK BRONZE	PROVIDE SPALSH BLOCK
SF-1	STOREFRONT MEDIUM-STILE	ALUMINUM		KAWNEER OR EQUAL
HMD-1	HOLLOW METAL DOOR	PAINT (PPG 1000-5)	BEAR CUB - P10	
M-1	METAL PARAPET CAP	PAINT (PPG 1000-5)	BEAR CUB - P10	
C-1	CANVAS AWNING		BLACK	SUNBRELLA
CMU-1	SMOOTH FACE CMU	PAINT (PPG 1024-4)	MOTH GRAY - P12	STACKED BOND
CMU-2	SPLIT FACE CMU	PAINT (PPG 1000-5)	BEAR CUB - P10	RUNNING BOND
ST-1	DIRECT APPLIED STUCCO	PAINT (PPG 1024-4)	MOTH GRAY - P12	SANDED TEXTURE - PAINTED SYNTHETIC TOP COAT - MATTE FINISH
SV-1	MANUFACTURED STONE SILL	900 SERIES	GREY	CORONADO STONE
SV-2	MANUFACTURED STONE VENEEW	OLD WORLD LEDGE	MONARCH	CORONADO STONE

FOR MATERIAL AND FINISH DETAILS SEE SHEET C-1D MATERIAL BOARD



4 NORTHEAST ELEVATION
3/16" = 1'-0"

CUHACI PETERSON

2600 Maitland Center Parkway
Suite #200
Maitland, FL 32751

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Florida Corporate Certificate #AA C000526

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ARCHITECT/ENGINEER SEAL

CONSULTANT

GBT REALTY CORPORATION

REVISION / ISSUE HISTORY

REV	DATE	REVISION / ISSUE NAME

PROJECT NO	DRAWN BY
20250502	Author
PERMIT SUB DATE	CHECKED BY
-	Checker

PROJECT
NEW SMYRNA BEACH RETAIL

US 44 & MYRTLE AVE
NEW SMYRNA BEACH, FL

CLIENT
GBT REALTY CORPORATION

9010 OVERLOOK BOULEVARD
BRENTWOOD, TN 37027

SHEET TITLE
PHASE 1 - PAD RETAIL SHOPS ELEVATIONS

SHEET NO
C-1C

REV



Kimley»Horn

No.	REVISIONS	DATE	BY

KHA PROJECT 249631001
DATE 03/27/2026
SCALE AS SHOWN
DESIGNED BY –
DRAWN BY VDP
CHECKED BY BAL

LICENSED PROFESSIONAL
BRENT A. LENZEN P.E.
FLORIDA LICENSE NUMBER 78537
DATE 03/27/2026

TREE CANOPY EXHIBIT

MASTER DEVELOPMENT PLANS

NEW SMYRNA BEACH FLORIDA

SHEET NUMBER MP4.3

Plotted By:Nilanjan Dutta Sheet Set:Master Plan Layout:MP4.3 March 27, 2026 11:19:53am K:\Jax
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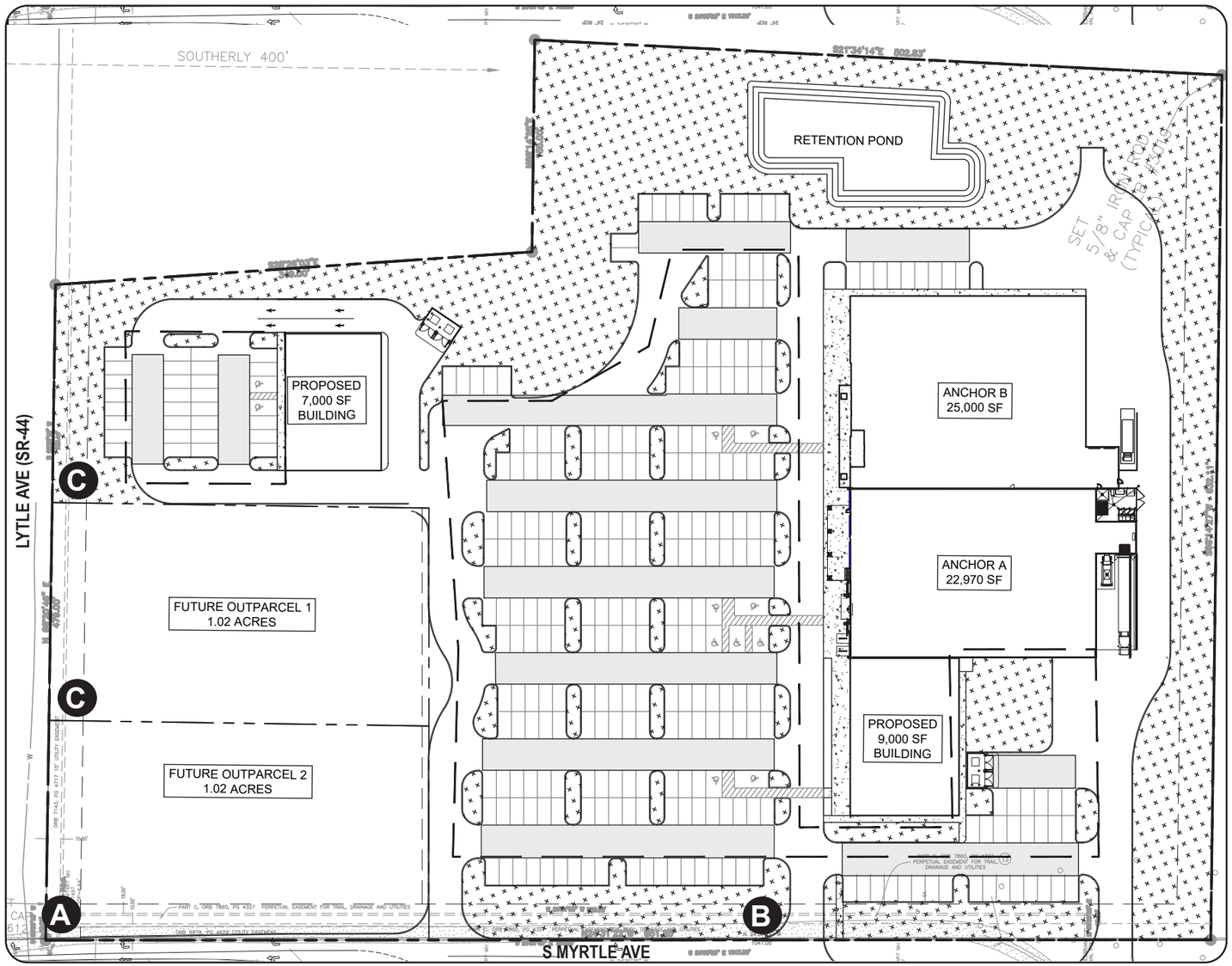
SIGNAGE EXHIBIT - LOCATION OVERVIEW

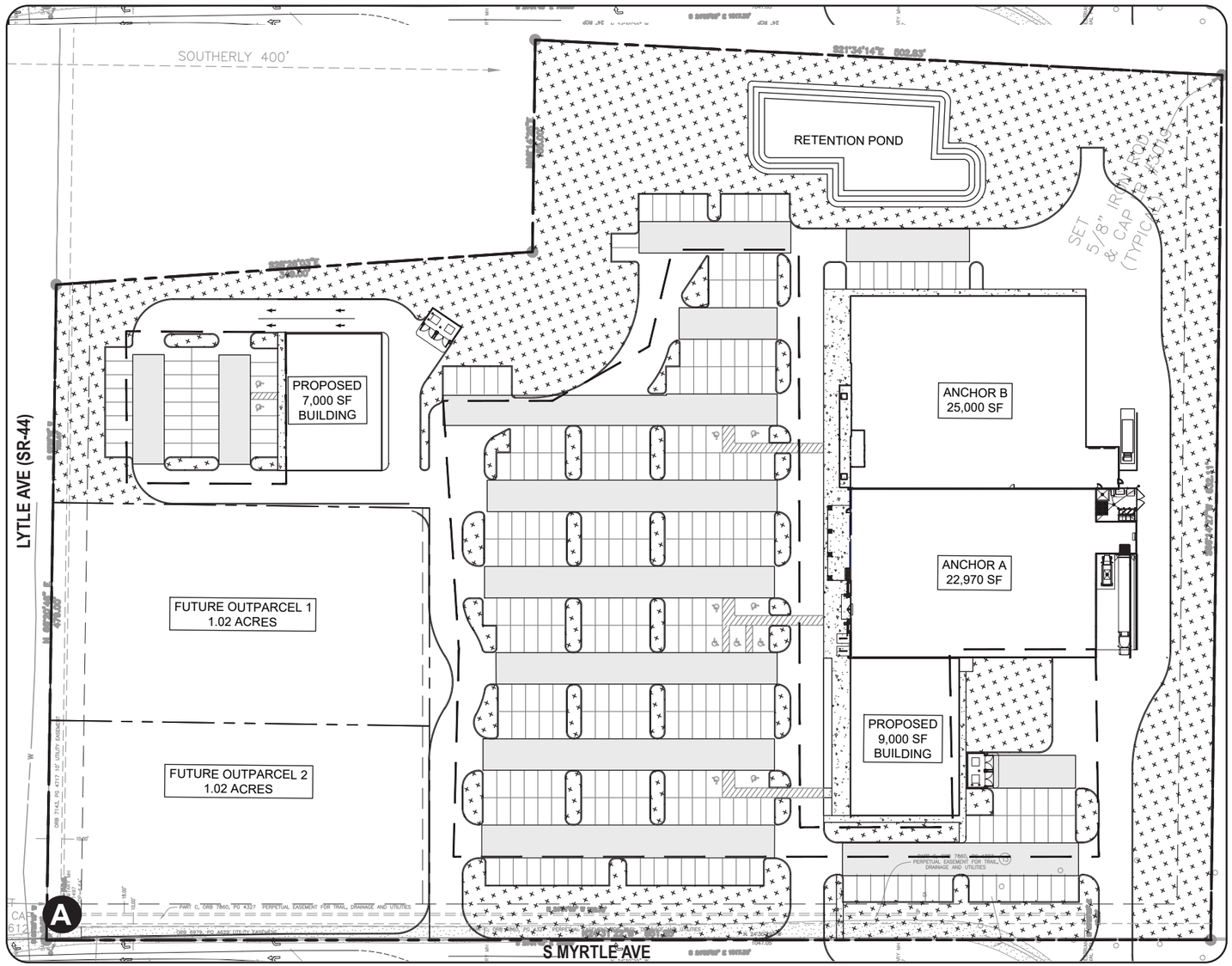


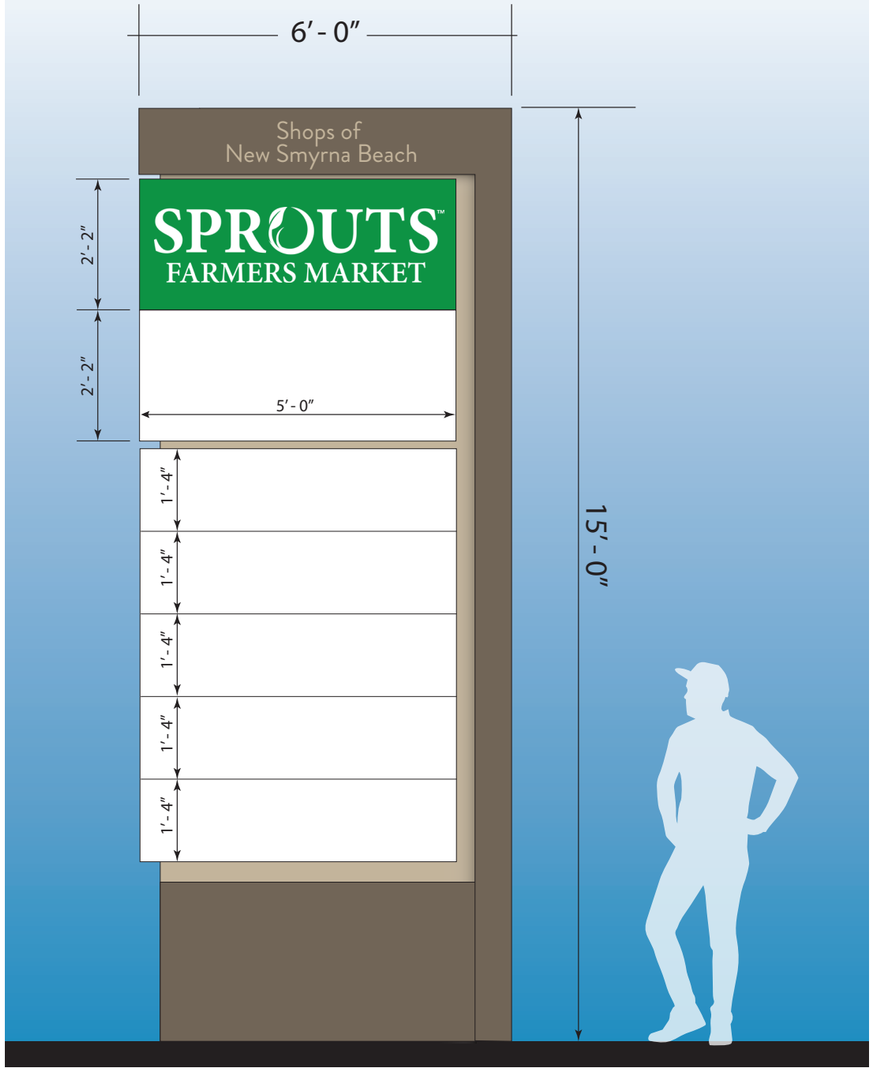
A = SHOPPING CTR SIGN (15’ TALL / 90 SF)

B = MONUMENT (15’ TALL / 62 SF)

C = MONUMENT (8’ TALL / 46 SF)

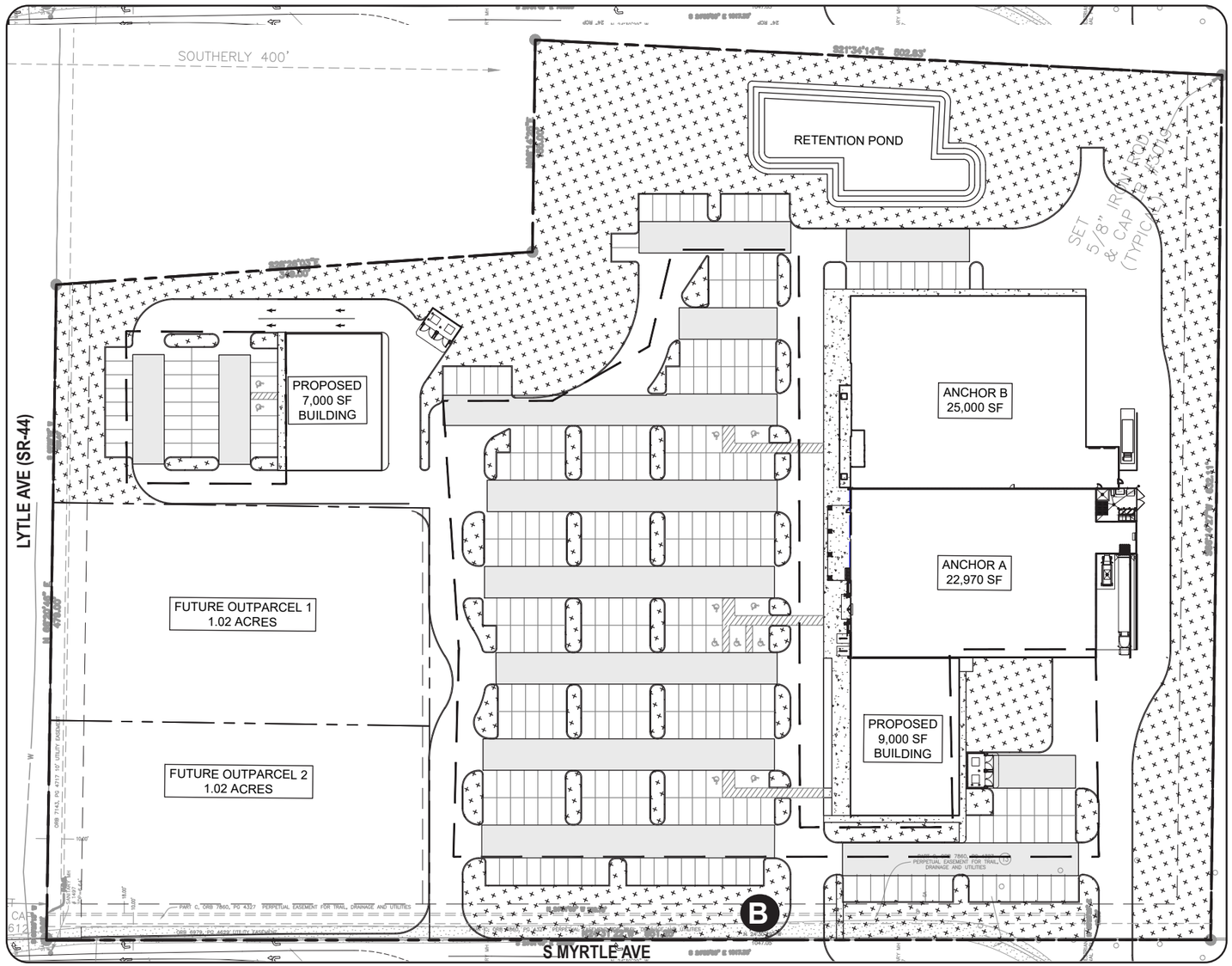
SIGNAGE EXHIBIT - SHOPPING CENTER SIGN (A)

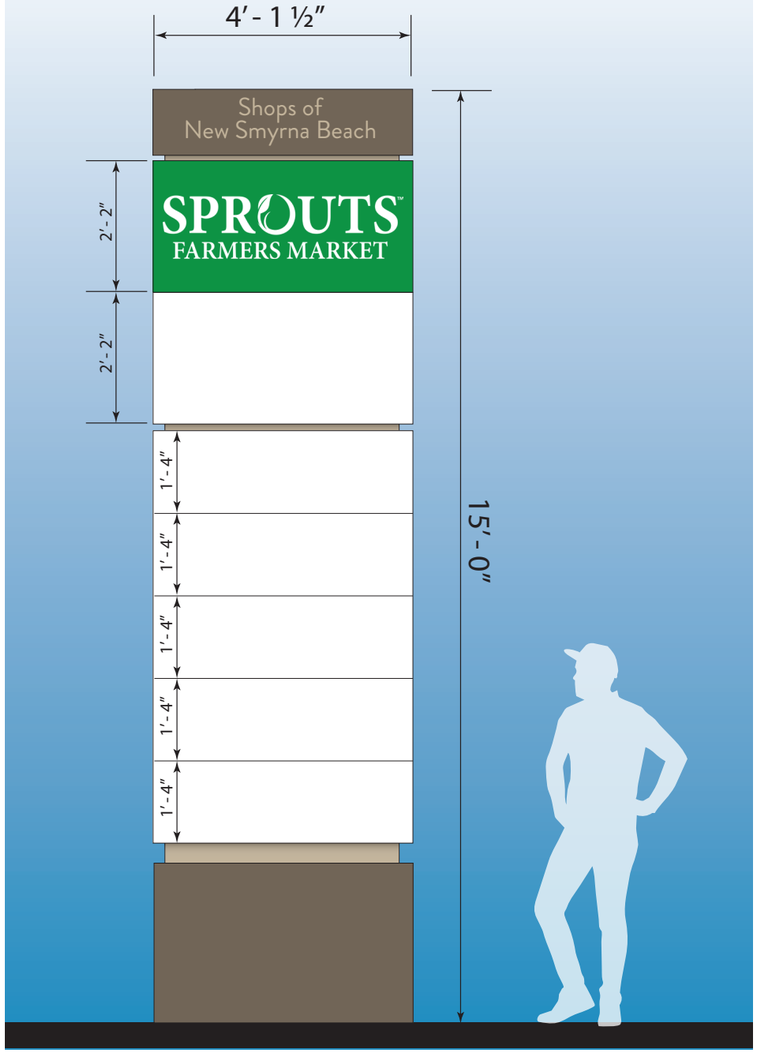




(Sign A: 90 SF)

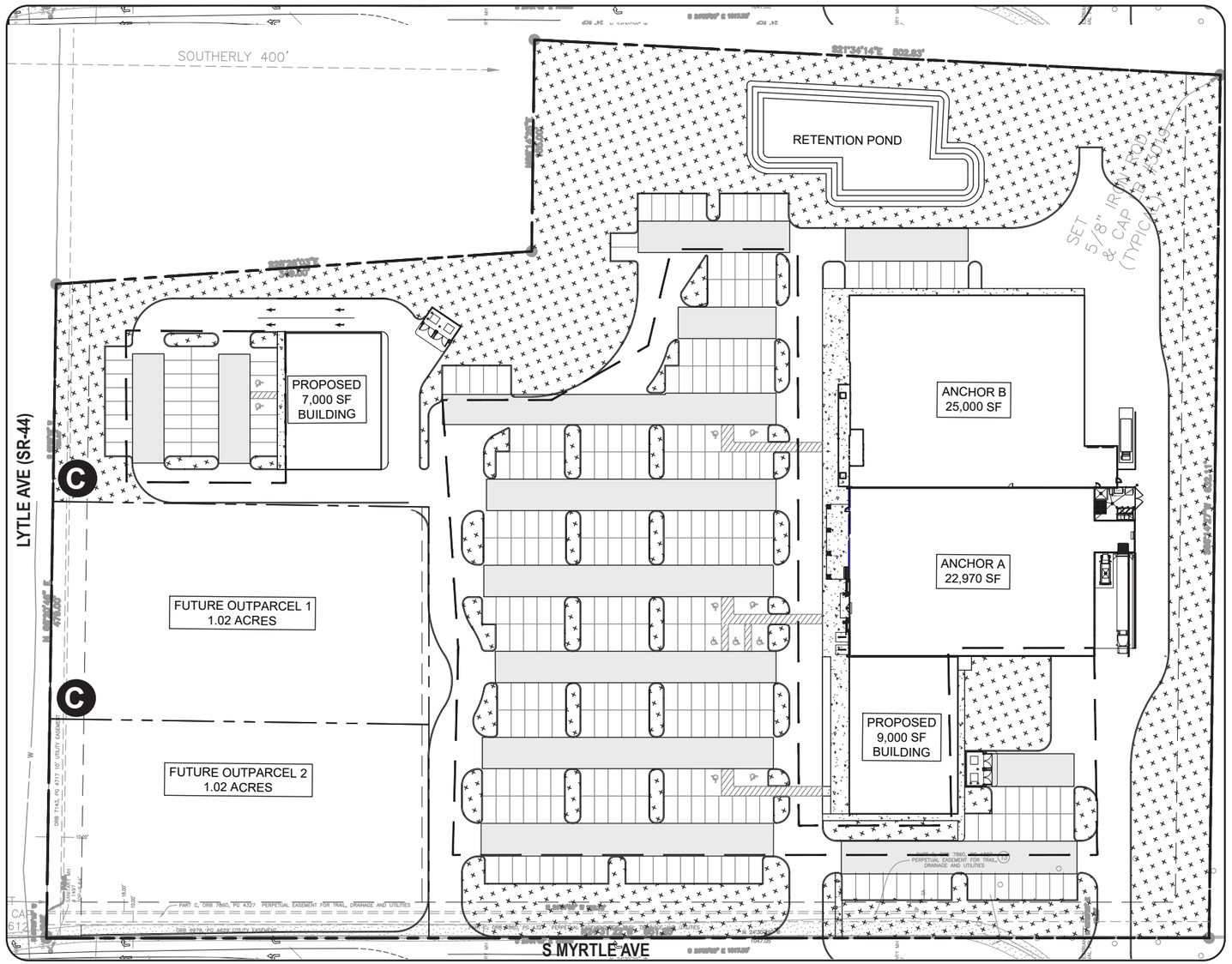
SIGNAGE EXHIBIT - SHOPPING CENTER SIGN (B)

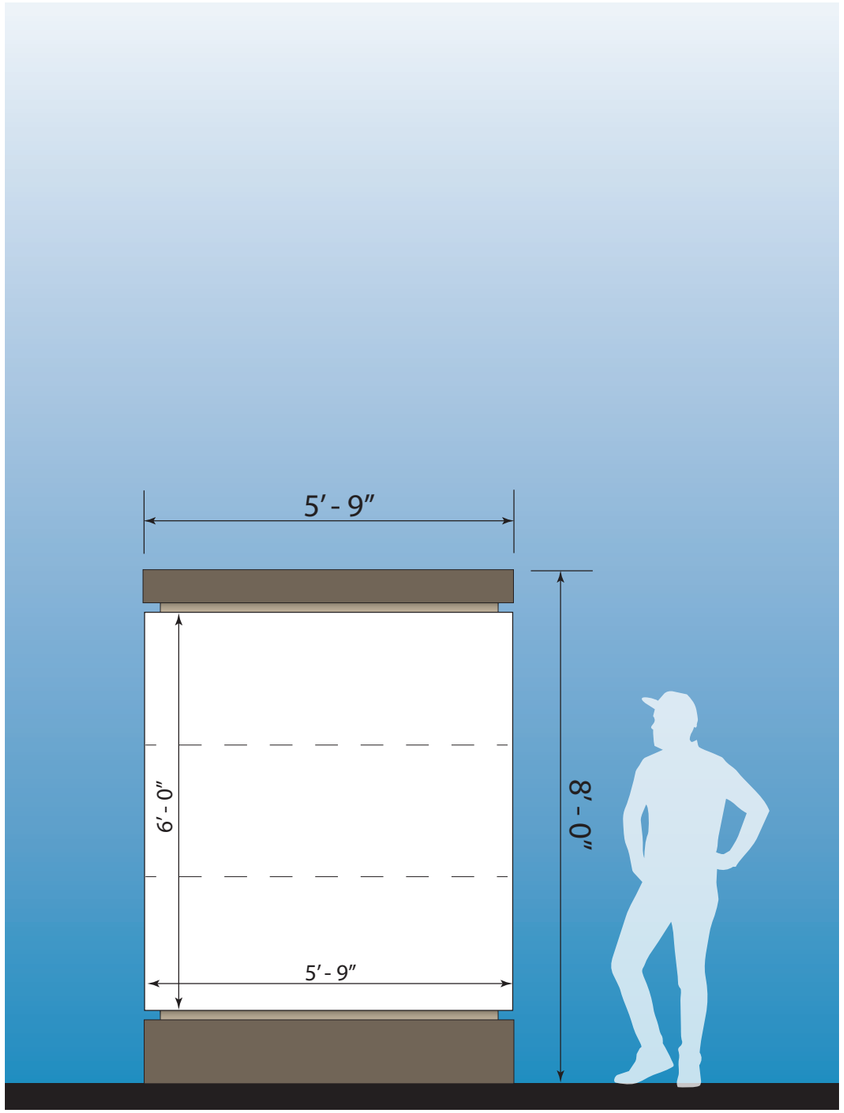




(Sign B: 62 SF)

SIGNAGE EXHIBIT - OUTPARCEL MONUMENT (C)





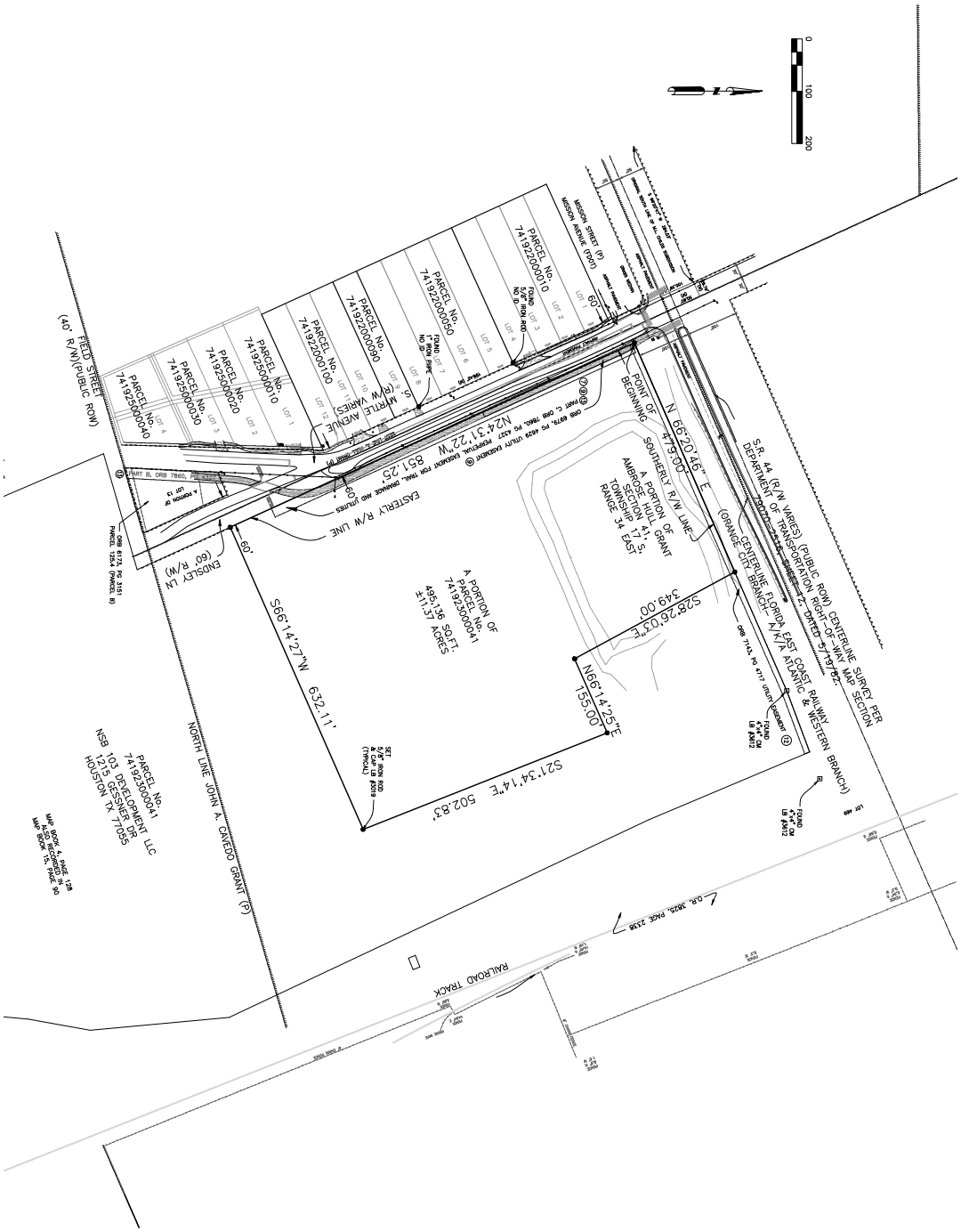
(Sign C: 46 SF)

FILE: K:/ 25/ 250655 SPROUTS ALTA/ 250655 ALTA.DWG

ALTA / NSPS LAND TITLE & TOPOGRAPHIC SURVEY

FOR

GBT REALTY CORPORATION



NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 5

PROJECT: 07104	ALTA/NSPS LAND TITLE SURVEY AND TOPOGRAPHIC SURVEY	FIELD DATE: JULY 30, 2025	FIELD BOOK:1558	TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	CHECKED BY
JOB: 25-0655	507 MYRTLE STREET, NEW SMYRNA BEACH, FLORIDA	PARTY CHIEF: J. PENFIELD K. HELMICK	PAGE (S): 47, 50, 51, 55	SPECIFIC PURPOSE			
SCALE: 1"=100'		DRAWN BY: J. MOLLER	FIELD BOOK:1560	ALTA/ NSPS SURVEY	JULY 30, 2025	25-0655	J. HATTENDORF
SHEET: 3 OF 5	CLIENT: GBT REALTY CORPORATION	CHECKED BY: J. HATTENDORF	PAGE (S): 16-18, 24, 26-28	TOPOGRAPHIC SURVEY	JULY 30, 2025	25-0655	J. HATTENDORF
				FOUNDATION LOCATION			
				FINAL IMPROVEMENTS			
				RECERTIFICATION			

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
(386) 761-5385
PORT ORANGE, FL. 32127
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com
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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 24-26 Shops of New Smyrna Beach 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. 24-26

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH REZONING 11.4± ACRES OF PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF SOUTH MYRTLE AVENUE, SOUTH OF STATE ROAD 44/MARTIN LUTHER KING OVERPASS, FROM CITY *LIGHT INDUSTRY (I-1) AIRPORT OVERLAY* TO CITY *PLANNED UNIT DEVELOPMENT (PUD) AIRPORT OVERLAY* ZONING DISTRICT; APPROVING THE SHOPS AT NEW SMYRNA BEACH PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE THE SHOPS OF NEW SMYRNA BEACH PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Scott Cole, Development Manager, GBT Realty Corporation, 9010 Overlook Blvd., Brentwood, TN 37027, applicant on behalf of NSB 103 Development LLC, 1215 Gessner Drive, Houston, TX 77055, property owner, has initiated a request for the rezoning of approximately 11.4± acres of property currently zoned City Industry (I-1) for the approval of the Master Development Agreement Shops of New Smyrna Beach 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 April 6, 2026, by a vote of 4-1, recommended approval of the application to the City Commission; 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 rezoning and the Shops of New Smyrna Beach 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 Shops of New Smyrna Beach 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 Shops of New Smyrna Beach Planned Unit Development Master Development Agreement.

SECTION 4: ***Public Hearing.*** It is hereby found that a quasi-judicial public hearing held by the City Commission to consider adoption of this ordinance on May 12, 2026, at 5:30 p.m., in the City Commission Chambers at City Hall, 214 Sams Avenue, New Smyrna Beach, FL, to consider the application in accordance with *Bd. of Cty. Com'rs of Brevard v. Snyder*, 627 So.2d 469 (Fla. 1993) in a manner to insure that all parties are provided an opportunity to be heard, present evidence and cross-examine witnesses, and to be informed of all the facts upon which the Commission's decision is based, after notice published at least 10 days prior to hearing, is deemed to comply with §166.041(3)(a), F.S.

SECTION 5: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 6: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 7: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 8: ***Effective Date***. That this ordinance shall become effective upon final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 4/8/2026

EXHIBIT “A”

ALTA / NSPS LAND TITLE & TOPOGRAPHIC SURVEY

FOR

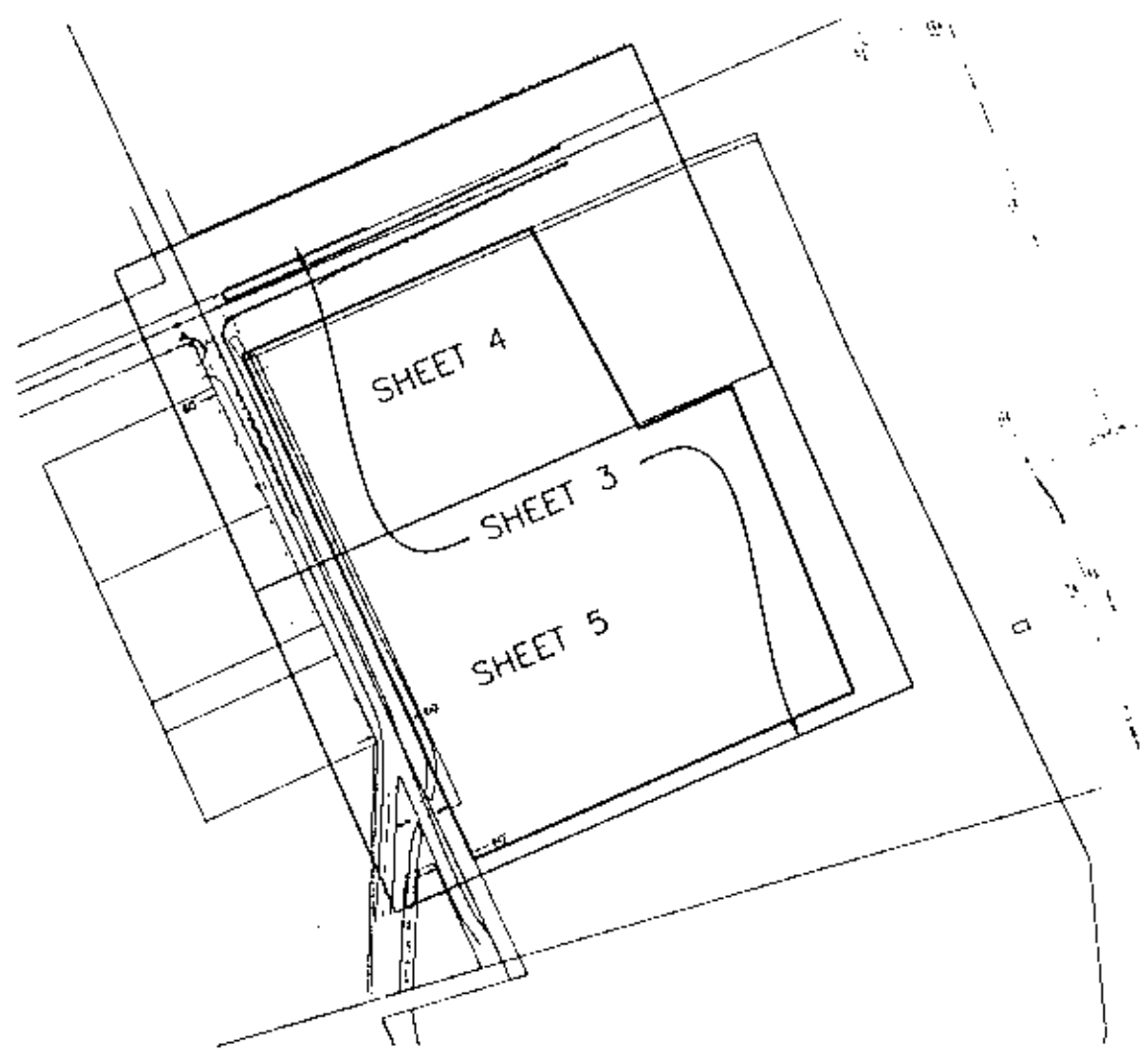
GBT REALTY CORPORATION

A PORTION OF

SECTION 41, 44, 46, 47 AND 49
TOWNSHIP 17 SOUTH RANGE 34 EAST
VOLUSIA COUNTY, FLORIDA

LOCATION

507 MYRTLE AVENUE, NEW SMYRNA BEACH, FL.



KEY SHEET NOT TO SCALE

NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 5

DESCRIPTION:

BEING A PORTION OF THE HEIRS OF AMBROSE HULL GRANT, SECTION 41, TOWNSHIP 17 S, RANGE 34 E, VOLUSIA COUNTY, FLORIDA, A PORTION OF LOT 9, ALL OF LOTS 10 THROUGH 27, A PORTION OF LOT 28, A PORTION OF LOT 45, ALL OF LOTS 45 [SIC] 46 THROUGH 53, A PORTION OF LOT 54, ALONG WITH ADJACENT STREETS AND ALLEYS, SKIPPER AND SHYROCK, AS RECORDED IN MAP BOOK 2, PAGE 170 ALSO RECORDED IN MAP BOOK 12, PAGE 10, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALL LYING SOUTHERLY OF STATE ROAD 44 (LYTLE AVENUE) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 79070-2516, AND EASTERLY OF SOUTH MYRTLE AVENUE (A RIGHT-OF-WAY THAT VARIES) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 44 AND THE WESTERLY [SIC] EASTERLY RIGHT-OF-WAY LINE OF SAID MYRTLE AVENUE, THENCE RUN N66°20'46"E ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE, 479.00 FEET; THENCE DEPART SAID SOUTHERLY RIGHT-OF-WAY LINE, S28°26'03"E, 349.00 FEET, THENCE N66°14'25"E, 155.00 FEET; THENCE S21°34'14"E, 502.83 FEET; THENCE S66°14'27"W, 632.11 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SOUTH MYRTLE AVENUE (60' R/W), THENCE N24°51'22"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 851.25 FEET TO THE POINT OF BEGINNING

CONTAINING 495136 SQ.FT. OR 11.37 ACRES MORE OR LESS

REFERENCE MATERIAL:

STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION NO. 79070-2516 STATE ROAD NO. 44 (LYTLE AVENUE)

PLAT OR MAP OF TOWNSHIP 17 SOUTH, RANGE 34 EAST

PLAT OF SKIPPER & SHYROCK, MAP BOOK 2, PAGE 170

OFFICIAL RECORDS BOOK 7143, PAGE 4734.

BOUNDARY SURVEY PREPARED BY CED POINT SURVEYING, INC., DATED: 05/23/2023

INDEX OF SHEETS:

	COVER SHEET (CURRENT), KEY SHEET.
1	SURVEYOR'S NOTES AND CERTIFICATIONS.
2	SCHEDULE B (EXCEPTIONS)
3	BOUNDARY SURVEY
4 & 5	TOPOGRAPHIC SURVEY

ADDITIONAL SURVEY NOTES:

A. THERE ARE NO GAPS, GORES, OVERLAPS OR HIATUS INHERENT TO THE SURVEYED PROPERTIES

B. THE SURVEYED PROPERTY HAS DIRECT PEDESTRIAN AND VEHICULAR ACCESS TO S. MYRTLE AVENUE.

C. THERE IS NO OBSERVABLE EVIDENCE OF CEMETERIES, BURIAL GROUNDS, OR INDIVIDUAL GRAVESITES

D. THERE ARE NO DIVISION OR PARTY WALLS DESIGNATED BY THE CLIENT OR LOCATED BY THE SURVEYOR WITH RESPECT TO ADJOINING PROPERTIES

E. NO OFFSITE EASEMENTS OR SERVITUDE BENEFITTING THE SURVEYED PROPERTIES WERE DISCLOSED IN THE RECORD DOCUMENTS PROVIDED TO THE SURVEYOR OR OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY

F. AT THE TIME OF SURVEY, THE SURVEYOR WAS NOT AWARE OF ANY PROPOSED CHANGES IN THE STREET RIGHT OF WAY LINES OR OBSERVABLE EVIDENCE OF STREET OR SIDEWALK REPAIRS

G. THE SUBJECT PROPERTY DOES NOT CONTAIN ANY VISIBLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.

H. NOTE THAT THE TITLE LINES AND ACTUAL POSSESSION LINES ARE THE SAME

I. THERE IS NO OBSERVABLE EVIDENCE OF RECENT EARTHWORK

J. REVISE SURVEY TO ADD WETLAND FLAGS AND LINES AS LOCATED BY OTHERS NO ADDITIONAL FIELD WORK THIS DATE. (12/15/2025)(JM)

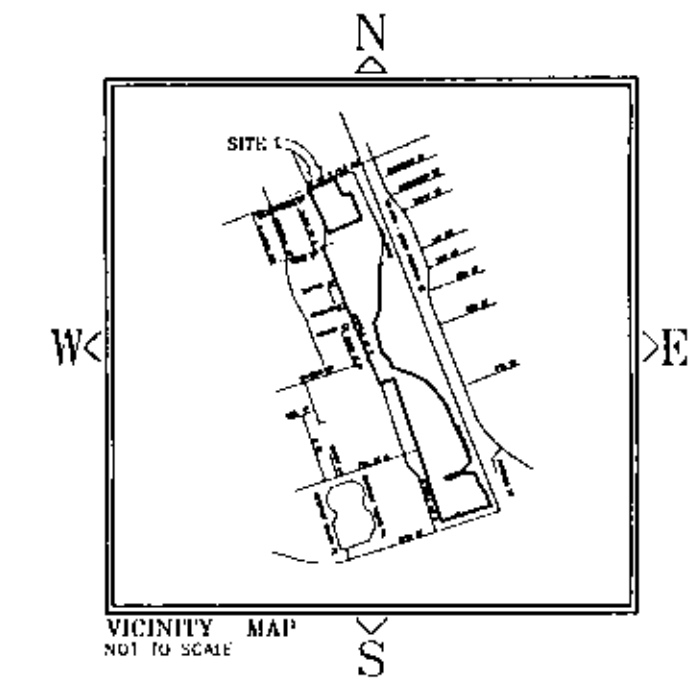
K. REVISE SURVEY TO ADDRESS CITY OF NEW SMYRNA BEACH COMMENTS RECEIVED MARCH 16, 2026 ADD UTILITY STRUCTURE TABLE TO SHEET 4 OF 5. REVISE NOTE "D" NO ADDITIONAL FIELD WORK THIS DATE. (03/17/2026)(JM)

WETLAND NOTES:

1. THIS SURVEYOR IS NOT QUALIFIED TO MAKE WETLAND DETERMINATIONS WETLANDS SHOWN HEREON WERE PROVIDED TO THIS SURVEYOR BY OTHERS THE WETLAND BOUNDARY IS APPROXIMATE AND NOT SURVEYED, PENDING CONFIRMATION OF RESPECTIVE AGENCIES

2. WETLAND BOUNDARIES HAVE BEEN PREVIOUSLY DELINEATED AND APPLICABLE STATE, FEDERAL PERMITS WILL BE OBTAINED PRIOR TO ALTERATIONS OR IMPACTS OF WATERCOURSES AND/OR WETLANDS

3. WETLAND BOUNDARIES HAVE BEEN PREVIOUSLY DELINEATED AS PART OF A PRIOR ENVIRONMENTAL ASSESSMENT. THE WETLAND BOUNDARIES ARE PRESENTLY BEING CONFIRMED BASED ON CURRENT EXISTING SITE CONDITIONS AND TO ASSESS JURISDICTIONAL OPINIONS. APPLICABLE STATE AND FEDERAL PERMITS WILL BE OBTAINED PRIOR TO ANY IMPACTS TO WATERCOURSES AND OR WETLANDS. SHOULD MITIGATION BE REQUIRED, IT IS PLANNED TO BE ADDRESSED THROUGH THE PURCHASE OF MITIGATION BANK CREDITS. AT THIS TIME, WE ANTICIPATE THAT A STATE ENVIRONMENTAL RESOURCE PERMIT (ERP) WILL BE REQUIRED



VICINITY MAP
NOT TO SCALE

SURVEY NOTES:

1. THIS SURVEY HAS BEEN PREPARED WITH BENEFIT OF A COMMITMENT FOR TITLE INSURANCE ISSUED BY: FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER: 16-25-0191 COMMITMENT DATE: JULY 07, 2025 AT 8:00 AM

2. THE MEASURED BEARINGS SHOWN HEREON ARE (GRID BEARINGS) BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, DERIVING A BEARING OF N66°20'42"E, ALONG SOUTHERLY LINE OF STATE ROAD 44 (LYTLE AVENUE)

3. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME

4. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF

5. UNDERGROUND FOUNDATIONS, IF ANY HAVE NOT BEEN LOCATED OR SHOWN AS A PART OF THIS SURVEY.

6. ELEVATIONS REFER TO NAVD 1988 DATUM, UNITED STATES COAST & GEODETIC SURVEY BENCHMARK MONUMENT M-212, HAVING A PUBLISHED ELEVATION 6.31 FEET

7. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE X. F.I.R.M. MAP NO. 12127C0543 J. MAP EFFECTIVE DATE: SEPTEMBER 29, 2017 PER FEMA.GOV WEBSITE

8. REVISED TO ADD ELEVATIONS, REVISE CONTOURS AND SURFACE NOVEMBER 24, 2025 (JM)

9. REVISED TO ADD RIGHT OF WAY WIDTH LABELS AT KEY POINTS PER CITY OF NEW SMYRNA BEACH COMMENTS, DATE NOVEMBER 11, 2025. NO ADDITIONAL FIELD WORK THIS DATE (12/10/2025)(JM).

NOTICE:

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SURVEYOR'S CERTIFICATION:

TO: GBT REALTY CORPORATION,
FIRST AMERICAN TITLE INSURANCE COMPANY,

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES

Jeffrey S Hattendorf — Digitally signed by Jeffrey S Hattendorf Date: 2026.03.19 11:58:31 -04'00'

JEFFREY S. HATTENDORF — DATE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 6193

NOTICE:

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SURVEYOR'S CERTIFICATION:

CERTIFIED TO AND FOR THE BENEFIT OF
GBT REALTY CORPORATION, FIRST AMERICAN TITLE INSURANCE COMPANY,

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDE ITEMS 1, 2, 3, 4, 5, 11b, 13 OF TABLE A THEREOF

THE FIELDWORK WAS COMPLETED ON JULY 30, 2025
DATE OF PLAT OR MAP: MARCH 19, 2026.

Jeffrey S Hattendorf — Digitally signed by Jeffrey S Hattendorf Date: 2026.03.19 11:58:58 -04'00' — DATE

JEFFREY S. HATTENDORF
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 6193

LEGEND:

IRON ROD WITH CAP	DENOTES PC / PI	HAND HOLE (ELECTRIC)	WATER VALVE
IRON ROD	PERMANENT CONTROL POINT	WATER METER	FIBER OPTIC CABLE BOX
IRON PIPE WITH CAP	NTL BENCHMARK	GAS METER	FIBER OPTIC CABLE VAULT
IRON PIPE	FIRE HYDRANT	TELEPHONE BOX	ELECTRIC PANEL
NAIL & DISK	GAS VALVE	MAIL BOX	FIBER OPTIC CABLE MARKER
ID "X"/CUT IN CONCRETE	REUSE VALVE	CABLE TELEVISION BOX	TELEPHONE CABLE MARKER
CONCRETE MONUMENT	SANITARY SEWER VALVE	TRAFFIC SIGNAL BOX	SIGN

LIGHT POLE	STORM DRAIN TRAP MANHOLE	EXISTING CONCRETE	-TV- BURIED TELEVISION LINE
YARD LIGHT	ELECTRIC MANHOLE	EXISTING ELEVATION	-FM- BURIED FORCEMAIN
POWER / UTILITY POLE	UTILITY MANHOLE	-FO- BURIED FIBER OPTIC CABLE	-OH- AERIAL UTILITY LINE
GUY ANCHOR	CLEAN OUT	-T- BURIED TELEPHONE CABLE	-ST- STORM WATER LINE
ELECTRIC SERVICE BOX	FIBER OPTIC CABLE MANHOLE	-W- BURIED WATER LINE	CHANGE OF DIRECTION
SANITARY SEWER MANHOLE	REUSE BACKFLOW ASSEMBLY	-E- BURIED ELECTRIC LINE	BACKFLOW PREVENTER
STORM DRAIN MANHOLE	WETLANDS LOCATION	-G- BURIED GAS LINE	

ABBREVIATIONS:

Δ	CENTRAL ANGLE	CPP	CORRUGATED PLASTIC PIPE
A/C	AIR CONDITIONER	CV	CHECK VALVE
A.E.	ACCESS EASEMENT	(C)	CALCULATED DIMENSION
CB	CHORD BEARING	DIP	DUCTILE IRON PIPE
CH	CHORD DISTANCE	DW	DRIVEWAY
CLS	CENTERLINE OF SWALE	(D)	DEED DIMENSION
CO	CLEANOUT	EL	ELEVATION
CONC	CONCRETE	ECMP	ELLIPTICAL CORRUGATED METAL PIPE
℄	CENTERLINE	EOP	END OF PIPE
CM	CONCRETE MONUMENT	EOW	EDGE OF WATER
CMP	CORRUGATED METAL PIPE	ES	ELECTRIC SERVICE

FH	FIRE HYDRANT	ILLEG	ILLEGIBLE
FNC	FENCE	INV	INVERT
FND	FOUND	IRC	IRON ROD & CAP
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	IR	IRON ROD (NO CAP)
FDNR	FLORIDA DEPARTMENT OF NATURAL RESOURCES	IPC	IRON PIPE & CAP
FP&L CO	FLORIDA POWER & LIGHT COMPANY	IP	IRON PIPE (NO CAP)
GA	GUY ANCHOR	IV	IRRIGATION VALVE
GEN	GENERATOR	L	ARC LENGTH
GLM	GAS LINE MARKER	LB	LICENSED BUSINESS
HDPE	HIGH DENSITY POLYETHYLENE PIPE	LP	LIGHT POLE
ID	IDENTIFICATION	(M)	MEASURED DIMENSION

MB	MAP BOOK	PP	POWER POLE
MES	MITERED END SECTION	PVC	POLYVINYL CHLORIDE
MH	MANHOLE	PRV	PRESSURE REDUCING VALVE
MW	MONITORING WELL	(R)	RADIAL
N&D	NAIL & DISK		RADIUS
(NR)	NON RADIAL	RCP	REINFORCED CONCRETE PIPE
NAVD	NORTH AMERICAN VERTICAL DATUM	RES	RESIDENCE
NGVD	NATIONAL GEODETIC VERTICAL DATUM	RGE	RANGE
ORB	OFFICIAL RECORDS BOOK	RV	REUSE VALVE
(P)	PLATTED DIMENSION	R/W	RIGHT OF WAY
PG	PAGE	SAN	SANITARY

SEC	SECTION	WM	WATER METER
STA	STATION	WV	WATER VALVE
TC	TOP COVER	W/	WITH
TOB	TOP OF BANK		
TOE	TOE OF SLOPE		
TSP	TRAFFIC SIGNAL POLE		
TWP	TOWNSHIP		
(TYP)	TYPICAL		
U.E.	UTILITY EASEMENT		
USC & GS	UNITED STATES COAST & GEODETIC SURVEY		
VCP	VITREOUS CLAY PIPE		

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NUMBER 3019

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	CHECKED BY
SPECIFIC PURPOSE			
ALTA/NSPS SURVEY	JULY 30, 2025	25-0655	J. HATTENDORF
TOPOGRAPHIC SURVEY	JULY 30, 2025	25-0655	J. HATTENDORF
FOUNDATION LOCATION			
FINAL IMPROVEMENTS RECERTIFICATION			

FIELD BOOK: 1558 — PAGE (S): 47, 50, 51, 55
FIELD BOOK: 1560 — PAGE (S): 16-18, 24, 26-28

FIELD DATE: JULY 30, 2025
PARTY CHIEF: J. PENFIELD, K. HELMICK
DRAWN BY: J. MOLLER
CHECKED BY: J. HATTENDORF

ALTA/NSPS LAND TITLE SURVEY AND TOPOGRAPHIC SURVEY
507 MYRTLE STREET, NEW SMYRNA BEACH, FLORIDA
CLIENT: GBT REALTY CORPORATION

PROJECT: 07104
JOB: 25-0655
SCALE: N/A
SHEET: 1 OF 5

FILE: K:/25/25-0655 SPROJ/S ALTA/ 250655 ALTA.DWG

SCHEDULE "B" - EXCEPTIONS

1 DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS FORM.

2 TAXES AND ASSESSMENTS FOR THE YEAR 2025 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE.

3 STANDARD EXCEPTIONS

A ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND

B RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS

C ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS

D TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS IN THE PUBLIC RECORDS

4 ANY CLAIM THAT ANY PORTION OF THE INSURED LAND IS SOVEREIGN LANDS OF THE STATE OF FLORIDA, INCLUDING SUBMERGED, FILLED OR ARTIFICIALLY EXPOSED LANDS ACCRETED TO SUCH LAND
NO SUBMERGED LANDS INCLUDED IN PROJECT

5 ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER, SEWER OR GAS SYSTEM SUPPLYING THE INSURED LAND
ITEMS #1 THRU 5 STANDARD EXCEPTIONS

A RIGHTS OF TENANTS OCCUPYING ALL OR PART OF THE INSURED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS.
NOT A SURVEY MATTER

6 GRANT OF EASEMENT BY AND BETWEEN FLORIDA EAST COAST RAILWAY COMPANY, GRANTOR, AND CITY OF NEW SMYRNA BEACH, A MUNICIPAL CORPORATION, GRANTEE, RECORDED APRIL 24, 1978, IN OFFICIAL RECORDS BOOK 1977, PAGE 85
DOES NOT AFFECT SUBJECT PROPERTY NOT GRAPHICALLY DEPICTED.

7 QUITCLAIM DEED AND GRANT OF EASEMENT BY AND BETWEEN FLORIDA EAST COAST RAILWAY, L.L.C., GRANTOR, AND FDG RAIL HOLDINGS B LLC, GRANTEE, RECORDED DECEMBER 28, 2007, IN OFFICIAL RECORDS BOOK 6173, PAGE 3151, AS AFFECTED BY THAT CERTAIN SUBORDINATION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7860, PAGE 4327
SUBJECT PROPERTY A PORTION OF PROPERTY DESCRIBED IN ORB 6173, PG 3151
ORB 7860, PG 4327, AFFECTS SUBJECT PROPERTY SHOWN HEREON

8 TWENTY FOOT (20') EASEMENT IN FAVOR OF THE CITY OF NEW SMYRNA AFFECTING A PORTION OF THE WESTERLY BOUNDARY OF PARCEL A AS DISCLOSED BY RIGHT-OF-WAY AND TRACT MAP DATED JUNE 30, 1916; AS AFFECTED BY FLORIDA EAST COAST RAILWAY COMPANY STATION MAP V.2/S.T. 1C, DATED SEPTEMBER 18, 1945; REDRAWN AND CORRECTED OCTOBER 12, 1970; AND A WILLIAM E. SWOOPE JR SKETCH AND LEGAL DATED SEPTEMBER 14, 1975 SHOWING A 30 FOOT EASEMENT, AS DISCLOSED BY UPHAM, INC., PROFESSIONAL SURVEYORS, WORK ORDER #071206 DATED DECEMBER 14, 2007, WHICH IS RECORDED AS EXHIBIT A TO EASEMENT DEED RECORDED OCTOBER 19, 2009 IN OFFICIAL RECORDS BOOK 6407, PAGE 4943
DOES NOT AFFECT SUBJECT PROPERTY OFF SITE, NOT GRAPHICALLY DEPICTED

9 UNRECORDED LICENSES REFERRED TO IN, AND EASEMENT IN FAVOR OF PI LAND HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY BY EASEMENT AGREEMENT RECORDED APRIL 17, 2014 IN OFFICIAL RECORDS BOOK 6979, PAGE 4629, SUBORDINATION AGREEMENT RECORDED JUNE 5, 2020, IN OFFICIAL RECORDS BOOK 7860, PAGE 4343; AS AFFECTED BY THAT CERTAIN SUBORDINATION OF UTILITY INTERESTS RECORDED IN OFFICIAL RECORDS BOOK 8135, PAGE 768
ORB 6979, PG 4629, AFFECTS SUBJECT PROPERTY SHOWN HEREON
ORB 7860, PG 4327, AFFECTS SUBJECT PROPERTY SHOWN HEREON
ORB 8135, PG 768, DOES NOT AFFECT SUBJECT PROPERTY OFF SITE, NOT GRAPHICALLY DEPICTED

10 ASSIGNMENT OF DEVELOPMENT RIGHTS RECORDED IN OFFICIAL RECORDS BOOK 7143, PAGE 4645
ORB 7143, PG 4645, DOES NOT AFFECT SUBJECT PROPERTY OFF SITE NOT GRAPHICALLY DEPICTED

11 ASSIGNMENT OF DEVELOPMENT RIGHTS RECORDED IN OFFICIAL RECORDS BOOK 7143, PAGE 4654
ORB 7143, PG 4654, PARENT TRACT OF SUBJECT PROPERTY AFFECTS SUBJECT PROPERTY
BLANKET IN NATURE NOT GRAPHICALLY DEPICTED

12. EASEMENT AGREEMENT BY AND BETWEEN FDG RAIL HOLDINGS B LLC, A DELAWARE LIMITED LIABILITY COMPANY, GRANTOR, AND FDG FLAGER STATION II LLC, A DELAWARE LIMITED LIABILITY COMPANY, GRANTEE, RECORDED JULY 28, 2015, IN OFFICIAL RECORDS BOOK 7143, PAGE 4717; AS AFFECTED BY THAT CERTAIN SUBORDINATION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7860, PAGE 4359.
ORB 7143, PG 4717, AFFECTS SUBJECT PROPERTY. SHOWN HEREON.
ORB 7860, PG 4359, SAME AS ITEM #7, ORB ORB 7860 PG 4327, AFFECTS SUBJECT PROPERTY. SHOWN HEREON

13. PERPETUAL EASEMENT BY AND BETWEEN NSB 103 DEVELOPMENT LLC, A FLORIDA LIMITED LIABILITY COMPANY, GRANTOR, AND CITY OF NEW SMYRNA BEACH, A FLORIDA SUBDIVISION, GRANTEE, RECORDED JUNE 5, 2020, IN OFFICIAL RECORDS BOOK 7860, PAGE 4311
AFFECTS SUBJECT PROPERTY SHOWN HEREON

14. RESTRICTIONS, COVENANTS, AND CONDITIONS AS SET FORTH IN THAT CERTAIN DECLARATION OF RESTRICTIVE COVENANT RECORDED APRIL 25, 2022 IN OFFICIAL RECORDS BOOK 8242, PAGE 1411, AS MAY BE SUBSEQUENTLY AMENDED
DOES NOT AFFECT SUBJECT PROPERTY OFF SITE, NOT GRAPHICALLY DEPICTED

15 RESTRICTIONS, COVENANTS, AND CONDITIONS AS SET FORTH IN THAT CERTAIN DECLARATION OF RESTRICTIVE COVENANT RECORDED MAY 24, 2022 IN OFFICIAL RECORDS BOOK 8259, PAGE 882, AS MAY BE SUBSEQUENTLY AMENDED
SAME AS # 14 ABOVE.
DOES NOT AFFECT SUBJECT PROPERTY. OFF SITE, NOT GRAPHICALLY DEPICTED

FOR 2024 TAX YEAR PARCEL/ID # 741923000041, GROSS TAX AMOUNT IS $31,909.55, EXEMPTION TYPE IS NONE, AND PAYMENT STATUS IS PAID
NOT A SURVEY MATTER

UTILITY CONTACTS:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES

-UTILITY COMPANIES HAVE BEEN CONTACTED THROUGH "CALL SUNSHINE"
(UNDERGROUND CABLE LOCATING SERVICE) 1-800-432-4770
TICKET No. 202507569 (SR 44) AS PER THE "UNDERGROUND FACILITY DAMAGE PREVENTION ACT"

-THE FOLLOWING UTILITIES RESPONDED AFTER NOTIFICATION BY "CALL SUNSHINE"

TICKET 202507569
FL VOLUSIA COUNTY, NEW SMYRNA BEACH
SR 44

AT&T NATIONAL DAMAGE PREVENTION:
*** NOTIFICATION OF HIGH PRIORITY FACILITIES ONSITE ***
THIS LOCATE REQUEST IS NEAR AN AT&T HIGH PROFILE FACILITY. BEFORE DIGGING IN THIS AREA WAIT ON LOCATES TO BE PERFORMED. TAKE CARE TO OBSERVE SITE MARKINGS SUCH AS PAINT AND FLAGS. HAND DIGGING IS MANDATORY WITHIN THE STATUTORY TOLERANCE ZONE.

A T & T/ DISTRIBUTION
- NO CONFLICT - UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

CHARTER COMMUNICATIONS
- NO CONFLICT - UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

COGENT COMMUNICATIONS
CLEAR NO FACILITIES

FLORIDA POWER & LIGHT NORTH FIBER
CLEAR NO FACILITIES

FLORIDA PUBLIC UTILITIES CO
- MARKED

UNITI FIBER LLC
- CLEAR NO FACILITIES

UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH - ELECTRIC
- NO CONFLICT - UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH - WATER
- MARKED

WRE 3, LLC
- NO CONFLICT - UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

USSP01
- SPRINT FIBER OPTIC CABLE, WITH COGENT COMMUNICATIONS, WILL NOT BE IMPACTED BY THE WORK AS DESCRIBED ON THIS ONE-CALL CENTER TICKET. IF YOU HAVE ANY QUESTIONS OR CONCERNS, PLEASE CALL THE COGENTS CALL BEFORE YOU DIG GROUP AT 1 800 521-0579

CHARTER-TIME WARNER CAB
- NOT MARKED EXCAVATION SITE CLEAR*

FPL FIBER
- NOT MARKED EXCAVATION SITE CLEAR*

UTILITY CONTACTS:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

-UTILITY COMPANIES HAVE BEEN CONTACTED THROUGH "CALL SUNSHINE"
(UNDERGROUND CABLE LOCATING SERVICE) 1-800-432-4770
PER THE "UNDERGROUND FACILITY DAMAGE PREVENTION ACT".

-THE FOLLOWING UTILITIES RESPONDED AFTER NOTIFICATION BY "CALL SUNSHINE"

TICKET No. 202507604
FL VOLUSIA COUNTY, NEW SMYRNA BEACH
S MYRTLE AVE

A T & T/ DISTRIBUTION
- MARKED

CHARTER COMMUNICATIONS
- MARKED

COGENT COMMUNICATIONS
- CLEAR NO FACILITIES

FLORIDA POWER & LIGHT - NORTH FIBER
- CLEAR NO FACILITIES

FLORIDA PUBLIC UTILITIES CO
- MARKED

UNITI FIBER LLC
CLEAR NO FACILITIES

UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH ELECTRIC
- NO CONFLICT - UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH - WATER
- MARKED

WRE 3, LLC
- NO CONFLICT - UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

USSP01
- SPRINT FIBER OPTIC CABLE, WITH COGENT COMMUNICATIONS, WILL NOT BE IMPACTED BY THE WORK AS DESCRIBED ON THIS ONE CALL CENTER TICKET. IF YOU HAVE ANY QUESTIONS OR CONCERNS, PLEASE CALL THE COGENTS CALL BEFORE YOU DIG GROUP AT 1 800-521-0579.

FPL FIBER
- NOT MARKED EXCAVATION SITE CLEAR*

UTILITY CONTACTS:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES

-UTILITY COMPANIES HAVE BEEN CONTACTED THROUGH "CALL SUNSHINE"
(UNDERGROUND CABLE LOCATING SERVICE) 1-800-432-4770
TICKET No'S 202507664, 202507569, AND 202507664 AS PER THE "UNDERGROUND FACILITY DAMAGE PREVENTION ACT"

-THE FOLLOWING UTILITIES RESPONDED AFTER NOTIFICATION BY "CALL SUNSHINE"

TICKET 202507664
FL VOLUSIA COUNTY, NEW SMYRNA BEACH
ENDSLEY LN

AT&T NATIONAL DAMAGE PREVENTION
*** NOTIFICATION OF HIGH PRIORITY FACILITIES ONSITE ***
THIS LOCATE REQUEST IS NEAR AN AT&T HIGH PROFILE FACILITY. BEFORE DIGGING IN THIS AREA WAIT ON LOCATES TO BE PERFORMED. TAKE CARE TO OBSERVE SITE MARKINGS SUCH AS PAINT AND FLAGS. HAND DIGGING IS MANDATORY WITHIN THE STATUTORY TOLERANCE ZONE

A T & T/ DISTRIBUTION
- NO CONFLICT - UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

CHARTER COMMUNICATIONS
- CLEAN NO FACILITIES

FLORIDA PUBLIC UTILITIES CO
- MARKED

UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH - ELECTRIC
- CLEAN NO FACILITIES

UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH - WATER
- CLEAN NO FACILITIES

CHARTER-TIME WARNER CAB
- MARKED 4 - EXCAVATION SITE CLEAR

NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 5

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NUMBER 3019

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	CHECKED BY
SPECIFIC PURPOSE			
ALTA/NSPS SURVEY	JULY 30, 2025	25-0655	J. HATTENDORF
TOPOGRAPHIC SURVEY	JULY 30, 2025	25-0655	J. HATTENDORF
FOUNDATION LOCATION			
FINAL IMPROVEMENTS			
RECERTIFICATION			

FIELD BOOK:1558 — PAGE (S): 47, 50, 51, 55
FIELD BOOK:1560 — PAGE (S): 16-18, 24, 26-28

FIELD DATE: JULY 30, 2025
PARTY CHIEF: J. PENFIELD, K. HELMICK
DRAWN BY: J. MOLLER
CHECKED BY: J. HATTENDORF

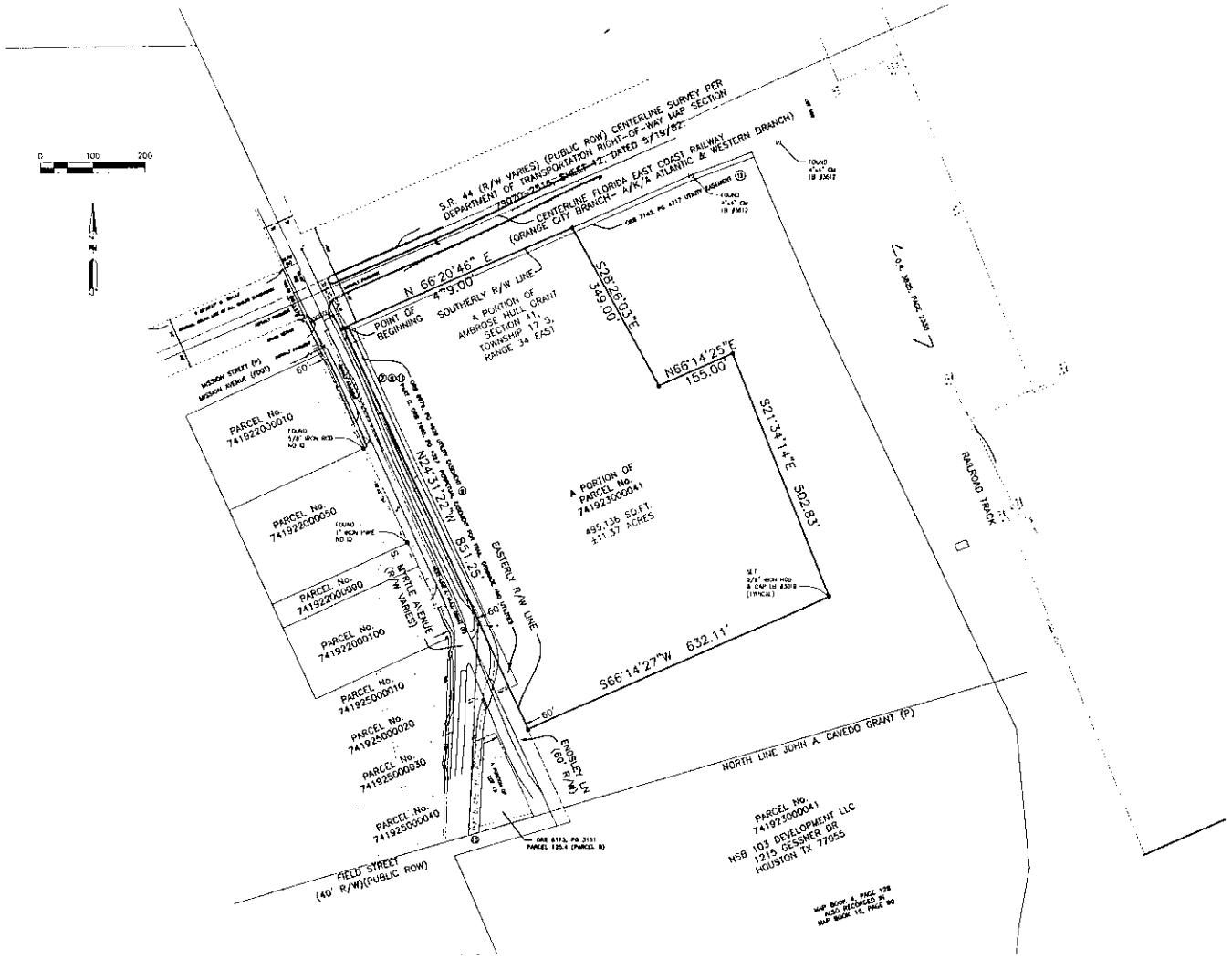
ALTA/NSPS LAND TITLE SURVEY AND TOPOGRAPHIC SURVEY
507 MYRTLE STREET, NEW SMYRNA BEACH, FLORIDA
CLIENT: GBT REALTY CORPORATION

PROJECT: 07104
JOB: 25-0655
SCALE: N/A
SHEET: 2 OF 5

ALTA / NSPS LAND TITLE
& TOPOGRAPHIC SURVEY

FOR

GBT REALTY CORPORATION



NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 5

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NUMBER 3018

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	DRAWN BY
SKETCH & LEGAL			
TOPOGRAPHIC SURVEY	JULY 30, 2025	25-0655	J. MILLER
ELEVATION LOCATION	JULY 30, 2025	25-0655	J. MILLER
BOUNDARY SURVEY			

ALTA/NSPS LAND TITLE SURVEY AND TOPOGRAPHIC SURVEY

507 MYRTLE STREET, NEW SMYRNA BEACH, FLORIDA

CLIENT: GBT REALTY CORPORATION

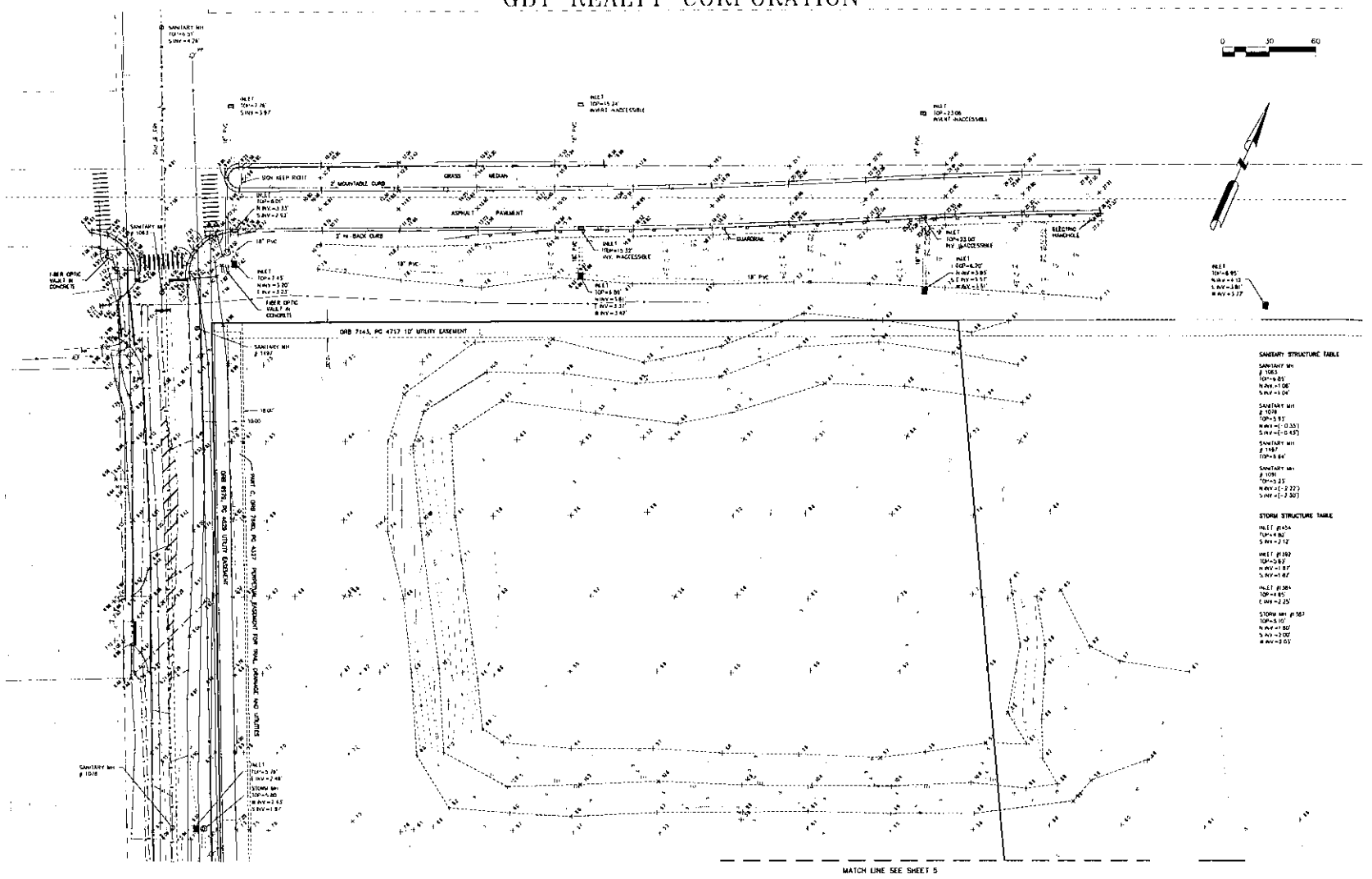
FIELD DATE: JULY 30, 2025	FIELD BOOK: 1558	
PARTY CHIEF: J. PENFIELD / K. BELMICK	PAGE (S): 47, 58, 61, 65	
DRAWN BY: J. MILLER	FIELD BOOK: 1560	
CHECKED BY: J. SLITTENGROF	PAGE (S): 16-18, 24, 26-28	

PROJECT: 07104
JOB: 25-0655
SCALE: 1"=100'
SHEET: 3 OF 5

ALTA / NSPS LAND TITLE
& TOPOGRAPHIC SURVEY

FOR

GBT REALTY CORPORATION



NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 5

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS NUMBER 3011

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	CHECKED BY
SURVEY PURPOSE			
ALTA/NSPS SURVEY	JULY 30, 2025	25-0655	J. HATTENDORF
BOUNDARY LOCATION	JULY 30, 2025	25-0655	J. HATTENDORF
FINAL MONUMENTS			
REGISTRATION			

FIELD DATE: JULY 30, 2025 — FIELD BOOK: 1658
PARTY CHIEF: J. PENFIELD, E. HELMICK — PAGE (S): 47, 50, 51, 55
DRAWN BY: J. MOLLER — FIELD BOOK: 1660
CHECKED BY: J. HATTENDORF — PAGE (S): 15-16, 24, 25-28

ALTA/NSPS LAND TITLE SURVEY AND TOPOGRAPHIC SURVEY
507 MYRTLE STREET
NEW SMYRNA BEACH, FLORIDA
CLIENT: GBT REALTY CORPORATION

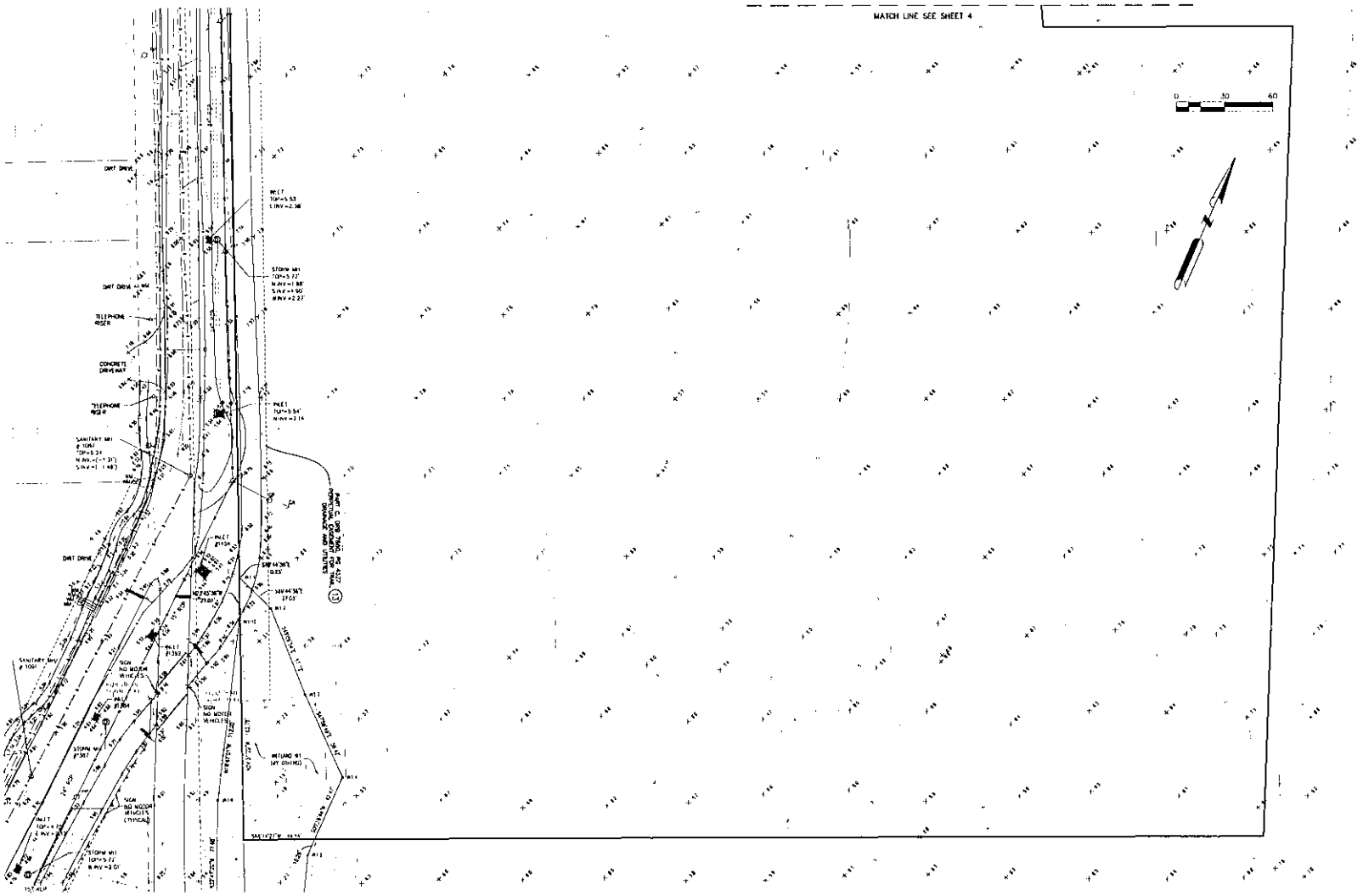
PROJECT: 07104
JOB: 25-0655
SCALE: 1"=30'
SHEET: 4 OF 5

F:\E_K\25\25655 SPROLTS ALTA\25565 ALTA.DWG

ALTA / NSPS LAND TITLE
& TOPOGRAPHIC SURVEY

FOR

GBT REALTY CORPORATION



NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 5

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	CHECKED BY
SKETCH PURPOSE			
A.L.T.A./NSPS SURVEY	JULY 30, 2025	25-0655	J. CATTERSON
BOUNDARY SURVEY			
TOPOGRAPHIC SURVEY	JULY 30, 2025	25-0655	J. CATTERSON
FINAL MONUMENTATION			
SKETCH OF DESCRIPTION			

ALTA/NSPS LAND TITLE SURVEY AND TOPOGRAPHIC SURVEY

507 MYRTLE STREET
NEW SMYRNA BEACH, FLORIDA

CLIENT: GBT REALTY CORPORATION

FIELD DATE: JULY 30, 2025	FIELD BOOK:1558	
PARTY CHIEF: J. PENFIELD / E. BELLANCE	PAGE (S): 47, 50, 51, 55	
DRAWN BY: J. MOLLER	FIELD BOOK:1560	
CHECKED BY: J. BATTENDORF	PAGE (S): 15-18, 23, 25-28	

PROJECT: 07104
JOB: 25-0655
SCALE: 1"=30'
SHEET: 5 OF 5

FILE: # / 25/ 25655 SPROUTS A.TA/ 255655 A.TA.DWG

EXHIBIT "B"

Document prepared by:
Scott Cole
Development Manager GBT Realty Corporation
9010 Overlook Blvd Brentwood, TN, 37027

Return recorded document to:
City of New Smyrna Beach Records
Clerk 210 Sams Avenue
New Smyrna Beach, FL 32168

Shops of New Smyrna Beach

The CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation located in Volusia County, Florida ("City"), and NSB 103 Development LLC, the record title property owner ("Owner"), and GBT Realty Corporation ("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 11.37 acres of real property ("Property") and is described in Exhibit "A", attached hereto and by reference made a part hereof.

B. The Property is currently under the sole ownership of Owner, but is under contract for purchase by Developer.

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 rev. date 3/19/26, prepared by Sliger
Exhibit B: Conceptual Development Plan, rev. date 3/27/26, prepared by Kimley Horn.
Exhibit C: Architectural Elevations, rev. date 3/27/26, prepared by Cuhaci Peterson.
Exhibit D: Landscape Plan, rev. date 3/18/26, prepared by Kimley Horn,
Exhibit E: Sign Plan, rev. date 3/19/26, prepared by GBT Realty.
Exhibit F: Sketch Plat prepared by Sliger.

3. DEVELOPMENT PLAN.

A. Developer has designated the Property as The Shops of New Smyrna Beach.

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 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:

Phase 1

(1) Minimum lot size: 43,560 SF (1.0 Acres)

(2) Maximum building height: 45 feet

(3) Maximum individual building size: 25,000 sq. ft.

(4) Minimum building separation: 0 feet

(5) Setbacks: North 35 ft.; east 35 ft.; west 50.; South 35 ft.

- The portion of Phase 1 that abuts Out parcel 1's eastern property line shall have a 10 ft setback.

(6) FAR: 0.5

(7) Maximum density: N/A (du/ac)

(8) Maximum building coverage: 25%

(9) Minimum open space: 20 %

Common open space: N/a % of open space

(10) Maximum impervious surface area; 80 %

(11) Natural vegetation: 15 %

(12) Off-street parking: 4/1000 minimum not to exceed 120% minimum parking requirement.

(13) Off-street parking area minimum interior landscaping: 10 %

(14) Minimum interior landscaping: 10%

(15) Landscape buffers: only along the North side of phase 1 abutting Lytle Avenue 25 ft.; East N/A ft.; west 25.; South 25 ft.

(16) Wetland buffer: 25 feet

Phase 2

(1) Minimum lot size: 21,780 SF (0.5 Acres)

(2) Maximum building height: 45 feet

(3) Maximum individual building size: 11,325 sq. ft.

(4) Minimum building separation: 20 feet

(5) Setbacks: Out Parcel 1 North 35 ft.; East 10 ft.; West 10 ft.; South 10 ft.
Out Parcel 2 North 35 ft.; East.; 10 ft.; West 50ft.; South 10ft.

(6) FAR: 0.5

(7) Maximum density: N/A (du/ac)

(8) Maximum building coverage: 25%

(9) Minimum open space: 20 %
Common open space: N/a % of open space

(10) Maximum impervious surface area; 80 %

(11) Natural vegetation: 15 %

(12) Off-street parking: Minimum parking required for phase 2 is to be provided per the LDR and the proposed use.

(13) Off-street parking area minimum interior landscaping: 10 %

(14) Minimum interior landscaping: 10%

(15) Landscape buffers: Out Parcel 1: North 25 ft.;
Out Parcel 2: North 25.; West 25 ft.; South 5 ft

(16) Wetland buffer: 25 feet

E. PHASING. Development may be completed in multiple phases as shown on the Conceptual Development Plan.

Phase 1. Phase 2 Phase2.
Construction and installation of all common areas and common facilities within each phase shall be completed or bonded prior to final plat approval or issuance of the first certificate of occupancy for that phase as provided in paragraph 7.C.

F. Developer will subdivide the Property in accordance with the requirements of the LDRs. Exhibit D is the preliminary plat for purposes of complying with the preliminary plat requirements of the LDRs. As part of the subdivision process, Developer will be responsible for ensuring that the Property will be serviced with public utilities and right-of-way access, and for providing an on-site detention/retention facility. Site development approval is contingent upon approval of the final plat of the property.

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.

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: **Uses shall comply with the listed uses listed below:**

RETAIL USES

- Apparel shops
- Barbershops
- Book stores
- Banks
- Camera supply and photography shops
- Cosmetic shops
- Delicatessens
- Department stores
- Electronic and phone stores
- Entertainment concepts
- Furniture and appliance stores
- Garden supplies and equipment stores
- Gift shops

- Hair salons
- Hobby stores
- Home improvement supply stores (no outside storage)
- Ice cream and/or yogurt shops
- Indoor health and fitness studios, defined as indoor facilities providing physical conditioning, personal training, group exercise, or wellness services to individual members or small groups
- Interior decoration shops
- Jewelry shops
- Key and lock shops
- Music supply stores
- Mattress stores
- Massage/spa
- Nail salons
- Office supply and business machines
- Paint stores
- Pastry stores
- Personal enrichment establishments
- Pet shops
- Pharmacy
- Physical therapy center
- Restaurants, Type A, B, C, and D further defined as:
    - Type A - Restaurants with dining tables and counter stools having all service indoors and providing no service to persons in vehicles or at walkup windows.
    - Type B - Restaurants dispensing food from service windows for consumption on or off of the premises which specializes in short order foods and beverages.
    - Type C - Restaurants serving food and/or beverages to persons in their vehicles for consumption in their vehicles on the premises.
    - Type D - Restaurants serving food and beverages to persons sitting at tables or bars which are located outside of the principal structure. Type D restaurants may also serve to persons inside the principal or accessory structure.
- Retail sales and services
- Service stations, Class A and B, as defined below:
  Service station, Type A: A business primarily engaged in servicing motor vehicles, but limited to:

    Sales of automotive fuels, lubricants, and accessories
    Sales, service, and maintenance of spark plugs and batteries
    Maintenance of lubrication systems, including replacement of lubricants and filters
    Replacement of minor parts such as light bulbs, fuses, floor mats, seat covers, windshield wipers, and wiper blades
    Washing, polishing, and detailing services, and sales of automotive washing and polishing materials, but not including car washes
- Service station, Type B: A business primarily engaged in servicing motor vehicles, but limited to:

    All activities allowed by a Type A service station
    Tire servicing, installation, and repair, but not recapping or regrooving

Windshield repair and replacement
Mechanical repair not involving removal of the transmission, engine, heads, or crankcase, including but not limited to engine tune-ups and repairs to exhaust, HVAC, brakes, cooling system, alignment, electrical systems, and fueling systems

- Shoe stores
- Specialty food shops
- Sporting goods stores
- Tutoring centers
- Grocery stores
- Variety stores

OFFICE USES

- Financial institutions
- Professional offices, including accountants, consultants, engineers, financial advisors, insurance providers, lawyers, dentists, medical professionals, real estate brokers, and stock brokers

MEDICAL USES

Medical clinics or medical offices (except that the Shopping Center may contain no more than one (1) of each of the following occupying no more than four thousand (4,000) square feet of ground floor area shall be permitted: (a) a medical clinic or medical office, including an urgent care facility, , (b) optical or vision center, (c) a dental office or clinic, and (d) a veterinary office and/or clinic).

The list prohibited uses are as follows:

1. **Any establishment which sells or displays pornographic material.**

2. **Any establishment which sells or dispenses marijuana or drug related paraphernalia provided this shall not prohibit the sale of CBD products in the Shopping Center.**

3. **Any establishment which primarily sells or displays used merchandise or second hand goods including, without limitation, a flea market or a pawn shop or thrift shop, such as Salvation Army or Goodwill, but this restriction shall not prohibit concepts like Plato's Closet, Gamestop, etc.**

4. **Central laundry, dry cleaning store or laundromat (except drop off and pickup facilities or environmentally friendly (green) dry cleaners shall not be restricted hereby).**

5. **Funeral home or casket sales.**

6. **Church, chapel or other place for religious worship.**

7. **Catering or banquet hall.**

8. **Check cashing service (except as incidental to another permitted primary use in the Shopping Center such as a bank).**

9. **School, conference facility or training or education facility provided this shall not be applicable to on-site employee training by an occupant incidental to the conduct of its business in the Shopping Center. Additionally, this shall not be apply to (i) up to one (1) use in the Shopping Center for a learning center or tutoring center including or similar to Kumon Learning Center, Mathnasium, etc. operating in no more than 2,000 square feet, (ii) a daycare located on an Outparcel.**

10. **Tattoo parlor.**

11. **Gun Shop.**

12. **Service station, Type C:** A business primarily engaged in servicing motor vehicles, but limited to:
    - Tire servicing including recapping and regrooving
    - Transmission repair involving the removal, disassembly, or reassembly of the transmission
    - Engine rebuilding, reconditioning, or repair involving the removal of the engine, heads, or crankcase
    - Collision service including body, frame, or fender straightening or repair
    - Painting or paint shop
    - Repairs requiring welding
    - Work involving undue noise, vibration, glare, fumes, and smoke

13. **Day care center, unless located on Phase 2**

14. **Community center or teen center.**

15. **Employment agency.**

16. Fortune teller, palm reader or card reader or other spiritualist service.

17. Laboratory (except as an incidental part of a permitted medical clinic or medical office use, but subject to the terms of #13 above).

18. Agency, department or bureau of any governmental authority.

19. Ticket sales.

20. Fulfillment centers (whether all or more than twenty percent (20%) of any premises).

6. INFRASTRUCTURE.

A. Storm water retention and drainage facilities. An on-site storm water retention facility will be constructed in conjunction with the development. The storm water retention facility will be maintained at a level consistent with the standards of the St. Johns River Water Management District. The stormwater management system shall provide for both phase 1 and phase 2. Collection and transmission facilities shall be located pursuant to the approved site plan, or site plans approved for individual lots or structures.

B. Utilities and utility easements. All utilities will be installed underground and constructed to NSBU standards A minimum twelve (12) foot wide Utility Easement (UE) Shall be provided adjacent to and running parallel with all public right of way frontages. The required UE shall be located immediately adjacent to the right of way line, as established by final engineering plans, roadway improvements, and/or right of way dedications approved by the city. The exact location and width of the UE shall be reflected on final constructions plans and recorded plats and may be adjusted as necessary to accommodate roadway improvements, including but not limited to turn lanes, subject to review and approval by the NSBU.

C. Access easements and right-of-way. Access easements and right-of-way will be as depicted on the Conceptual Development Plan. A Full TIA in conformance with City LDR and TPO Guiedelines shall be submitted for review with the first Site Plan application, considering development of the attached CDP and future Parent Tract projects, to be reviewed by the City, Volusia County, and FDOT for impacts to the surrounding road network.

7. PROPERTY OWNERS' ASSOCIATION AND COMMON AREA MAINTENANCE.

A. As used in this section, "common areas" and "common facilities" refer to all lands and all facilities that are intended to be set aside for common ownership, use, or benefit, whether or not identified as common areas on Exhibit B, such as conservation easements,

retention ponds, subdivision entry walls, and passive recreational areas.

B. Prior to final plat approval or prior to issuance of the first certificate of occupancy within the development, whichever is earlier, Developer will form and incorporate a non-profit property owners' association. The final plat shall include such language as the City may deem necessary to reflect the association's responsibilities. The association shall be responsible for operation, maintenance, and control of all common areas and common facilities, including signage, landscaping, and detention pond. The association shall have authority to establish and assess dues and fees upon its members in order to recoup the cost of maintenance, and the power to impose and enforce liens against those members who fail to pay such assessments. All persons purchasing property within the project shall be members of the property owners' association. Developer may from time to time add additional covenants and restrictions or make changes in association by-laws as may be required to guarantee that the project will be developed in accordance with the policies outlined in this Agreement.

C. Prior to final plat approval or prior to issuance of the first certificate of occupancy within the development or phase, whichever is earlier, Developer shall complete construction and installation of all common areas and common facilities within the development or phase; or, for those common facilities within a phase that may be susceptible to damage due to remaining construction, the City may allow postponement of this requirement subject to Developer's provision of adequate assurances that the work will be done. For example, the City may require Developer to post a bond sufficient to cover 120% of the cost of such facilities according to certified estimates. Any bond shall be in a form approved by the City Attorney.

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, 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.

(1) No outside display or storage shall be permitted., except for the outdoor display of Anchor Tenant A and Anchor Tenant B merchandise that shall be kept orderly and maintained at all times along the sidewalk of its frontage,

(2) No vending machines shall be permitted on outside walkways or other outdoor pedestrian areas.

(3) The physical appearance of all parking lot lighting fixtures shall be consistent.

9. ENVIRONMENTAL CONSIDERATIONS.

Development of the Property shall comply with the LDR tree preservation requirements. 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.

No burning of land clearing materials will be allowed onsite.

10. SIGNAGE.

1. The PUD shall have a uniform sign program, as follows: **Freestanding ground sign with a max height of 15 feet and a maximum square footage of 62sf on the western side of Phase 1 as Shown on Exhibit B as Sign type B.**

2. **Freestanding ground sign with a max height of 15 feet and a maximum square footage of 90sf on the northwest corner of Outparcel 2 as shown on Exhibit B as Sign Type A.**

3. **Freestanding ground sign with a max height of 8 feet and a maximum square footage of 46 on the northwestern side of Outparcel 1 and North western side of Phase 1 shown on Exhibit B as Sign type C**

4. **Anchor Tenant B shall be permitted 200 square feet of wall signage.**

5. **Anchor Tenant A shall be permitted 200 Square feet of wall signage in addition to 4 Secondary wall signs that total 69.2 square feet each and specifically referenced in Exhibit C architectural elevations.**

11. VARIANCES GRANTED.

A. The Planning and Zoning Board has granted the following variances for this development:

(1) _____

(2) _____

B. The City Commission has granted the following variances for this development:

(1) _____
(2) _____

12. 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 all construction permits for the development, or for the phase 1A and Phase 1B phased development, within 12 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. If development is phased, application for construction permits for subsequent phases shall be submitted within months from the date of initial approval.

C. Construction of Phase 1 and Phase 2 shall be substantially complete within 60 months of the approval of this Agreement. Construction of all other phases must be substantially complete within 5 years of the initial approval of this Agreement.

D. One 12-month extension of the scheduled application or 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.

13. 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 storm water management systems;

e) Increases of five percent or less in the total number of parking spaces.

(3) Modifications of up to 10% 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 5%;

c) Modifications that, when combined with previously approved minor and substantial modifications, would result in a cumulative change of more than 10% of the original requirement for the area in question; and

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.

14. AMENDMENTS.

A. Any revision to this Agreement other than a minor modification as described above shall require an amendment approved by the City Commission after review and recommendation by the Planning and Zoning Board. Requests for an amendment must be submitted in writing and, except as otherwise provided herein, shall be processed in accordance with the LDRs. Notice of public hearings shall be provided as if the application is one to rezone property.

B. In recognition of the City's general authority to rezone and legislate land uses and zoning requirements, all signatories to this Agreement and all individual lot owners, fee titleholders, mortgagees, or lien holders who now or hereafter own property subject to the this Agreement, agree as follows:

(1) The property owners association established pursuant to Section 7 above shall be authorized to represent and execute amendments to the Agreement on behalf of all lot owners other than the owners of lots directly impacted by the amendment.

(2) If the property owners association fails to retain its corporate status, then all directly impacted owners shall be authorized to represent and execute an amendment on behalf of all owners not directly impacted who have received notice of the proposed amendment as required by this Agreement or applicable law.

(3) For purposes of this section, a lot is "directly impacted" by an amendment to this Agreement only where the amendment would revise the listed uses, dimensional requirements, architectural requirements, or sign requirements for that lot.

C. No property owner other than one who actually executes an amendment shall be deemed to have waived his or her right to challenge a proposed or executed amendment in the same manner that an affected property owner may challenge zoning or related lot specific changes for property which is not subject to a planned development agreement. Such challenges include: (i) objections to a proposed amendment before the City Planning and Zoning Board or City Commission, (ii) seeking certiorari review or injunctive action in relation to the adoption of such amendment as provided by law, or (iii) consistency challenges as provided for in Section 163.3215, Fla. Stat., or any successor provision.

15. 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 all persons owning property within the planned development. No such variance shall be deemed to require formal amendment to this Agreement.

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 E. Cleveland, Mayor

_____
Print Name of Witness 1

Attest:

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_____, 202__ by **Fred E. Cleveland** and **Sharon Taylor Harding**, Mayor and City Clerk, respectively, of The City of New Smyrna Beach, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

_____
Notary Public
Commission No: _____

Signed, sealed and delivered in the presence of:

[OWNER]

By:_____
Name:
Title:

_____
Witness 1

_____
Print Name of Witness 1

Date: _____

[Corporate Seal]

_____
Witness 2

_____
Print Name of Witness 2

Signed, sealed and delivered in the presence of:

[DEVELOPER, IF DIFFERENT FROM OWNER]

By:_____
Name:
Title:

_____
Witness 1

_____
Print Name of Witness 1

Date: _____

[Corporate Seal]

_____
Witness 2

_____
Print Name of Witness 2

STATE OF
_____COUNTY
OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____ day of_____, 202__, by _____as _____of_____, referred to in this agreement as "**Owner**." He or she is [_] personally known to me or [_] produced as identification and did not take an oath.

_____
Notary Public
Commission No. _____

[Exhibit pages attached:]

EXHIBIT A

Legal Description of the Property

ALTA / NSPS LAND TITLE & TOPOGRAPHIC SURVEY

FOR

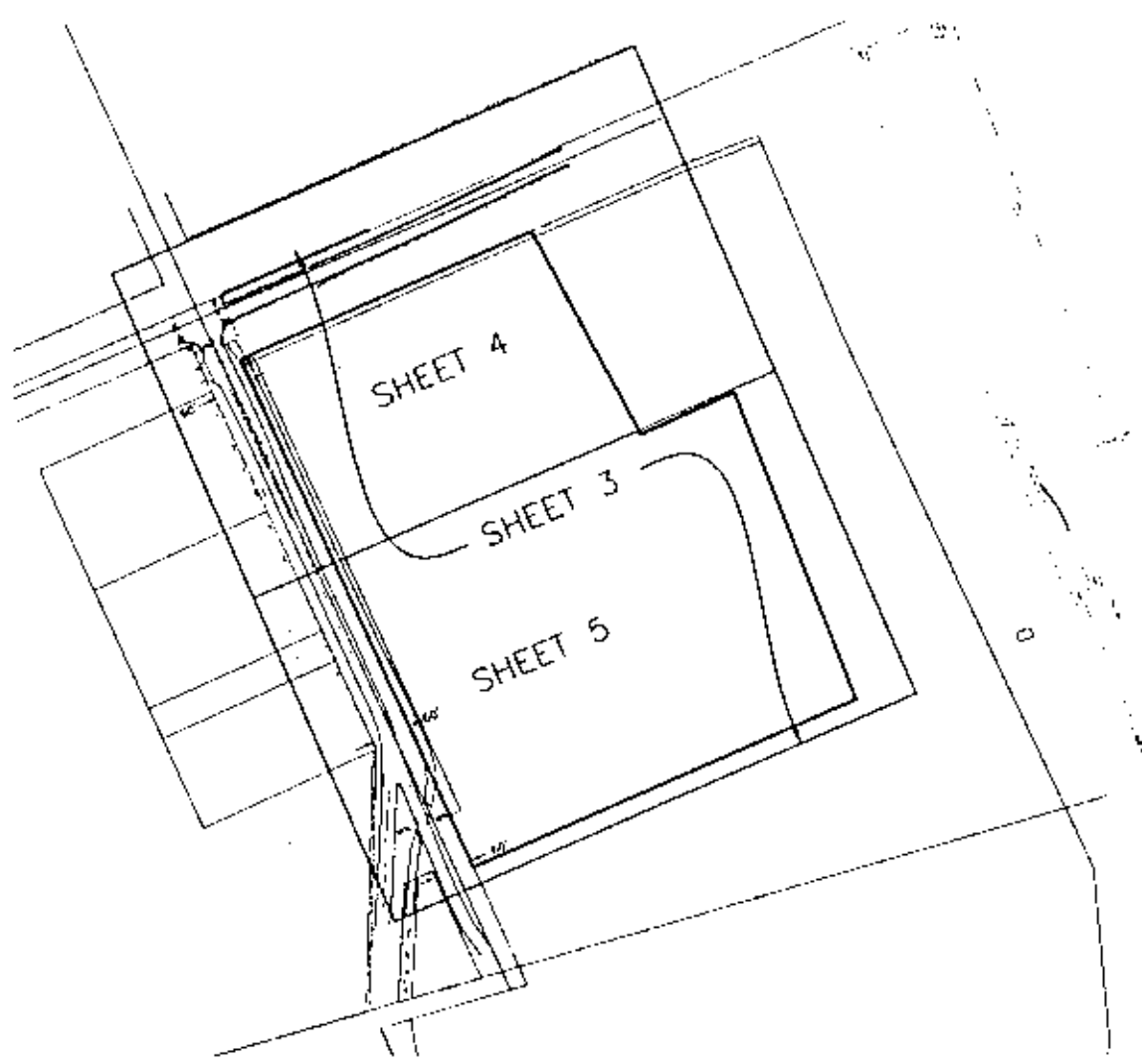
GBT REALTY CORPORATION

A PORTION OF

SECTION 41, 44, 46, 47 AND 49-- TOWNSHIP 17 SOUTH-RANGE 34 EAST VOLUSIA COUNTY, FLORIDA

LOCATION

507 MYRTLE AVENUE, NEW SMYRNA BEACH, FL.



KEY SHEET NOT TO SCALE

NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 5

DESCRIPTION:

BEING A PORTION OF THE HEIRS OF AMBROSE HULL GRANT, SECTION 41, TOWNSHIP 17 S, RANGE 34 E, VOLUSIA COUNTY, FLORIDA, A PORTION OF LOT 9, ALL OF LOTS 10 THROUGH 27, A PORTION OF LOT 28, A PORTION OF LOT 45, ALL OF LOTS 45 [SIC] 46 THROUGH 53, A PORTION OF LOT 54, ALONG WITH ADJACENT STREETS AND ALLEYS, SKIPPER AND SHYROCK, AS RECORDED IN MAP BOOK 2, PAGE 170 ALSO RECORDED IN MAP BOOK 12, PAGE 10, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALL LYING SOUTHERLY OF STATE ROAD 44 (LYTLE AVENUE) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 79070-2516, AND EASTERLY OF SOUTH MYRTLE AVENUE (A RIGHT-OF-WAY THAT VARIES) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 44 AND THE WESTERLY [SIC] EASTERLY RIGHT-OF-WAY LINE OF SAID MYRTLE AVENUE, THENCE RUN N66°20'46"E ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE, 479.00 FEET; THENCE DEPART SAID SOUTHERLY RIGHT-OF-WAY LINE, S28°26'03"E, 349.00 FEET; THENCE N66°14'25"E, 155.00 FEET; THENCE S21°34'14"E, 502.83 FEET; THENCE S66°14'27"W, 632.11 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SOUTH MYRTLE AVENUE (60' R/W); THENCE N24°51'22"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 851.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 495136 SQ FT OR 11.37 ACRES MORE OR LESS

REFERENCE MATERIAL:

STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION NO. 79070-2516 STATE ROAD NO. 44 (LYTLE AVENUE)

PLAT OR MAP OF TOWNSHIP 17 SOUTH, RANGE 34 EAST

PLAT OF SKIPPER & SHYROCK, MAP BOOK 2, PAGE 170

OFFICIAL RECORDS BOOK 7545, PAGE 4734

BOUNDARY SURVEY PREPARED BY GEO POINT SURVEYING, INC., DATED 05/23/2023

INDEX OF SHEETS:

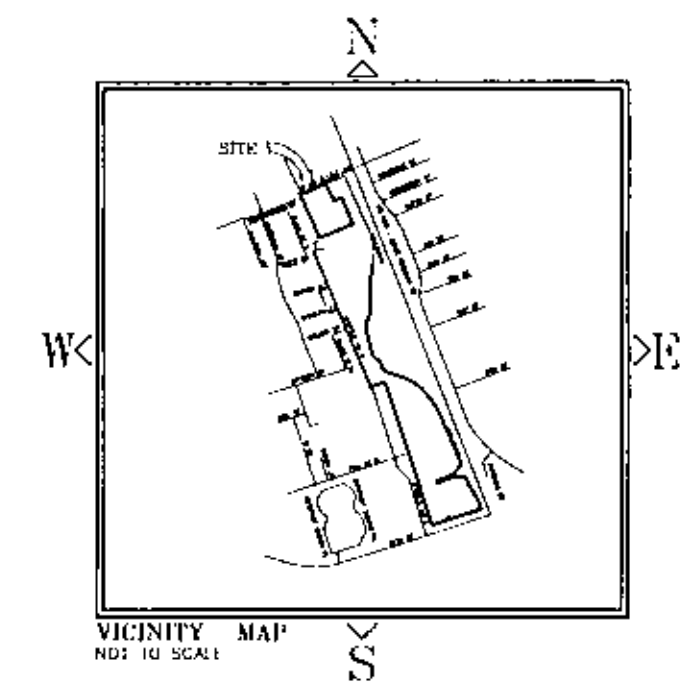
	COVER SHEET (CURRENT), KEY SHEET.
1	SURVEYOR'S NOTES AND CERTIFICATIONS.
2	SCHEDULE B (EXCEPTIONS)
3	BOUNDARY SURVEY
4 & 5	TOPOGRAPHIC SURVEY

ADDITIONAL SURVEY NOTES:

A. THERE ARE NO GAPS, GORES, OVERLAPS OR HIATUS INHERENT TO THE SURVEYED PROPERTIES
B. THE SURVEYED PROPERTY HAS DIRECT PEDESTRIAN AND VEHICULAR ACCESS TO S. MYRTLE AVENUE
C. THERE IS NO OBSERVABLE EVIDENCE OF CEMETERIES, BURIAL GROUNDS, OR INDIVIDUAL GRAVESITES
D. THERE ARE NO DIVISION OR PARTY WALLS DESIGNATED BY THE CLIENT OR LOCATED BY THE SURVEYOR WITH RESPECT TO ADJOINING PROPERTIES
E. NO OFFSITE EASEMENTS OR SERVITUDE BENEFITTING THE SURVEYED PROPERTIES WERE DISCLOSED IN THE RECORD DOCUMENTS PROVIDED TO THE SURVEYOR OR OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY
F. AT THE TIME OF SURVEY, THE SURVEYOR WAS NOT AWARE OF ANY PROPOSED CHANGES IN THE STREET RIGHT OF WAY LINES OR OBSERVABLE EVIDENCE OF STREET OR SIDEWALK REPAIRS
G. THE SUBJECT PROPERTY DOES NOT CONTAIN ANY VISIBLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL
H. NOTE THAT THE TITLE LINES AND ACTUAL POSSESSION LINES ARE THE SAME
I. THERE IS NO OBSERVABLE EVIDENCE OF RECENT EARTHWORK
J. REVISE SURVEY TO ADD WETLAND FLAGS AND LINES AS LOCATED BY OTHERS. NO ADDITIONAL FIELD WORK THIS DATE (12/15/2025)(JM)
K. REVISE SURVEY TO ADDRESS CITY OF NEW SMYRNA BEACH COMMENTS RECEIVED MARCH 16, 2026 ADD UTILITY STRUCTURE TABLE TO SHEET 4 OF 5. REVISE NOTE "D". NO ADDITIONAL FIELD WORK THIS DATE (03/17/2026)(JM)

WETLAND NOTES:

1. THIS SURVEYOR IS NOT QUALIFIED TO MAKE WETLAND DETERMINATIONS. WETLANDS SHOWN HEREON WERE PROVIDED TO THIS SURVEYOR BY OTHERS. THE WETLAND BOUNDARY IS APPROXIMATE AND NOT SURVEYED, PENDING CONFIRMATION OF RESPECTIVE AGENCIES.
2. WETLAND BOUNDARIES HAVE BEEN PREVIOUSLY DELINEATED AND APPLICABLE STATE, FEDERAL PERMITS WILL BE OBTAINED PRIOR TO ALTERATIONS OR IMPACTS OF WATERCOURSES AND/OR WETLANDS.
3. WETLAND BOUNDARIES HAVE BEEN PREVIOUSLY DELINEATED AS PART OF A PRIOR ENVIRONMENTAL ASSESSMENT. THE WETLAND BOUNDARIES ARE PRESENTLY BEING CONFIRMED BASED ON CURRENT EXISTING SITE CONDITIONS AND TO ASSESS JURISDICTIONAL OPINIONS. APPLICABLE STATE AND FEDERAL PERMITS WILL BE OBTAINED PRIOR TO ANY IMPACTS TO WATERCOURSES AND OR WETLANDS. SHOULD MITIGATION BE REQUIRED, IT IS PLANNED TO BE ADDRESSED THROUGH THE PURCHASE OF MITIGATION BANK CREDITS. AT THIS TIME, WE ANTICIPATE THAT A STATE ENVIRONMENTAL RESOURCE PERMIT (ERP) WILL BE REQUIRED.



VICINITY MAP
NOT TO SCALE

SURVEY NOTES:

1. THIS SURVEY HAS BEEN PREPARED WITH BENEFIT OF A COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER: 16-25-0191 COMMITMENT DATE: JULY 07, 2025 AT 8:00 AM
2. THE MEASURED BEARINGS SHOWN HEREON ARE (GRID BEARINGS) BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, DERIVING A BEARING OF N66°20'42"E, ALONG SOUTHERLY LINE OF STATE ROAD 44 (LYTLE AVENUE)
3. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME
4. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF
5. UNDERGROUND FOUNDATIONS, IF ANY HAVE NOT BEEN LOCATED OR SHOWN AS A PART OF THIS SURVEY.
6. ELEVATIONS REFER TO NAVD 1988 DATUM, UNITED STATES COAST & GEODETIC SURVEY BENCHMARK MONUMENT M-212, HAVING A PUBLISHED ELEVATION 6.31 FEET
7. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE X F.I.R.M. MAP NO. 12127C0543 J. MAP EFFECTIVE DATE: SEPTEMBER 29, 2017 PER FEMA.GOV WEBSITE
8. REVISED TO ADD ELEVATIONS, REVISE CONTOURS AND SURFACE NOVEMBER 24, 2025 (JM)
9. REVISED TO ADD RIGHT OF WAY WIDTH LABELS AT KEY POINTS PER CITY OF NEW SMYRNA BEACH COMMENTS, DATE NOVEMBER 11, 2025. NO ADDITIONAL FIELD WORK THIS DATE (12/10/2025)(JM)

NOTICE:

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S CERTIFICATION:

TO: GBT REALTY CORPORATION,
FIRST AMERICAN TITLE INSURANCE COMPANY;

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JEFFREY S. HATTENDORF   DATE:
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 6193

NOTICE:

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SURVEYOR'S CERTIFICATION:

CERTIFIED TO AND FOR THE BENEFIT OF:
GBT REALTY CORPORATION, FIRST AMERICAN TITLE INSURANCE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDE ITEMS 1, 2, 3, 4, 5, 11b, 13 OF TABLE A THEREOF.

THE FIELDWORK WAS COMPLETED ON JULY 30, 2025
DATE OF PLAT OR MAP: MARCH 19, 2026.

DATE:
JEFFREY S. HATTENDORF
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 6193

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NUMBER 3019

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	CHECKED BY
SPECIFIC PURPOSE			
ALTA/NSPS SURVEY	JULY 30, 2025	25-0655	J. HATTENDORF
TOPOGRAPHIC SURVEY	JULY 30, 2025	25-0655	J. HATTENDORF
FOUNDATION LOCATION			
FINAL IMPROVEMENTS			
RECERTIFICATION			

FIELD BOOK: 1558 — PAGE (S): 47, 50, 51, 55
FIELD BOOK: 1560 — PAGE (S): 15-18, 24, 26-28

FIELD DATE: JULY 30, 2025
PARTY CHIEF: J. PENFIELD, K. HELMICK
DRAWN BY: J. MOLLER
CHECKED BY: J. HATTENDORF

ALTA/NSPS LAND TITLE SURVEY AND TOPOGRAPHIC SURVEY
507 MYRTLE STREET, NEW SMYRNA BEACH, FLORIDA
CLIENT: GBT REALTY CORPORATION

PROJECT: 07104
JOB: 25-0655
SCALE: N/A
SHEET: 1 OF 5

LEGEND:

IRON ROD WITH CAP; IRON ROD; IRON PIPE WITH CAP; IRON PIPE; NAIL & DISK; FD "X"/CUT IN CONCRETE; CONCRETE MONUMENT; DENOTES PC / PT; PERMANENT CONTROL POINT; SITE BENCHMARK; FH FIRE HYDRANT; GV GAS VALVE; RUV REUSE VALVE; SSV SANITARY SEWER VALVE; HHE HAND HOLE (ELECTRIC); WM WATER METER; GM GAS METER; TB TELEPHONE BOX; MB MAIL BOX; TV CABLE TELEVISION BOX; TSB TRAFFIC SIGNAL BOX; WV WATER VALVE; FOCB FIBER OPTIC CABLE BOX; FOCV FIBER OPTIC CABLE VAULT; ELP ELECTRIC PANEL; FOCM FIBER OPTIC CABLE MARKER; TPM TELEPHONE CABLE MARKER; SIGN; LP LIGHT POLE; YARD LIGHT; PP POWER / UTILITY POLE; GA GUY ANCHOR; EB ELECTRIC SERVICE BOX; SSMH SANITARY SEWER MANHOLE; SDMH STORM DRAIN MANHOLE; GTMH GREASE TRAP MANHOLE; EMH ELECTRIC MANHOLE; UMH UTILITY MANHOLE; CO CLEAN OUT; FOC FIBER OPTIC CABLE MANHOLE; RBD REUSE BLOWOFF ASSEMBLY; WETLANDS LOCATION; EXISTING CONCRETE; EXISTING ELEVATION; FO BURIED FIBER OPTIC CABLE; T BURIED TELEPHONE CABLE; W BURIED WATER LINE; E BURIED ELECTRIC LINE; G BURIED GAS LINE; TV BURIED TELEVISION LINE; FM BURIED FORCEMAIN; OH AERIAL UTILITY LINE; ST STORM WATER LINE; CHANGE OF DIRECTION; BACKFLOW PREVENTER

ABBREVIATIONS:

Δ	CENTRAL ANGLE	CPP	CORRUGATED PLASTIC PIPE	FH	FIRE HYDRANT	ELEC	ELECTRIC	MB	MAP BOOK	PP	POWER POLE	SEC	SECTION
A/C	AIR CONDITIONER	CV	CHECK VALVE	FNC	FENCE	INV	INVERT	MES	MITERED END SECTION	PVC	POLYVINYL CHLORIDE	STA	STATION
AE	ACCESS EASEMENT	(C)	CALCULATED DIMENSION	FND	FOUND	IRC	IRON ROD & CAP	MH	MANHOLE	PRV	PRESSURE REDUCING VALVE	TC	TOP COVER
CB	CHORD BEARING	DIP	DUCTILE IRON PIPE	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	IR	IRON ROD (NO CAP)	MW	MONITORING WELL	(R)	RADIAL	TOB	TOP OF BANK
CH	CHORD DISTANCE	D/W	DRIVEWAY	FDNR	FLORIDA DEPARTMENT OF NATURAL RESOURCES	IPC	IRON PIPE & CAP	N&D	NAIL & DISK		RADIUS	TOE	TOE OF SLOPE
CLS	CENTERLINE OF SWALE	(D)	DEED DIMENSION	FP&L CO	FLORIDA POWER & LIGHT COMPANY	IP	IRON PIPE (NO CAP)	(NR)	NON RADIAL	RCP	REINFORCED CONCRETE PIPE	TSP	TRAFFIC SIGNAL POLE
CO	CLEANOUT	EL	ELEVATION	GA	GUY ANCHOR	IV	IRRIGATION VALVE	NAVD	NORTH AMERICAN VERTICAL DATUM	RES	RESIDENCE	TWP	TOWNSHIP
CONC	CONCRETE	ECMP	ELLIPTICAL CORRUGATED METAL PIPE	GEN	GENERATOR	L	ARC LENGTH	NGVD	NATIONAL GEODETIC VERTICAL DATUM	RGE	RANGE	(TYP)	TYPICAL
℄	CENTERLINE	EOP	END OF PIPE	GLM	GAS LINE MARKER	LB	LICENSED BUSINESS	ORB	OFFICIAL RECORDS BOOK	RV	REUSE VALVE	UE	UTILITY EASEMENT
CM	CONCRETE MONUMENT	EOW	EDGE OF WATER	HDPE	HIGH DENSITY POLYETHYLENE PIPE	LP	LIGHT POLE	(P)	PLATTED DIMENSION	R/W	RIGHT OF WAY	USC & GS	UNITED STATES COAST & GEODETIC SURVEY
CMP	CORRUGATED METAL PIPE	ES	ELECTRIC SERVICE	ID	IDENTIFICATION	(M)	MEASURED DIMENSION	PG	PAGE	SAN	SANITARY	VCP	VITREOUS CLAY PIPE

WM WATER METER; WV WATER VALVE; W/ WITH

FILE: K:/25/250655 SPROUTS ALTA/ 250655 ALTA.DWG

SCHEDULE "B" - EXCEPTIONS

1 DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS FORM

2 TAXES AND ASSESSMENTS FOR THE YEAR 2025 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE

3 STANDARD EXCEPTIONS

A ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND

B RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS

C ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS

D TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS IN THE PUBLIC RECORDS

4 ANY CLAIM THAT ANY PORTION OF THE INSURED LAND IS SOVEREIGN LANDS OF THE STATE OF FLORIDA, INCLUDING SUBMERGED, FILLED OR ARTIFICIALLY EXPOSED LANDS ACCRETED TO SUCH LAND OR SUBMERGED LANDS FORMED IN PRODUCT

5 ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER, SEWER OR GAS SYSTEM SUPPLYING THE INSURED LAND.
ITEMS #1 THRU 5 STANDARD EXCEPTIONS

6 RIGHTS OF TENANTS OCCUPYING ALL OR PART OF THE INSURED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS
NOT A SURVEY MATTER

6 GRANT OF EASEMENT BY AND BETWEEN FLORIDA EAST COAST RAILWAY COMPANY, GRANTOR, AND CITY OF NEW SMYRNA BEACH, A MUNICIPAL CORPORATION, GRANTEE, RECORDED APRIL 24, 1978, IN OFFICIAL RECORDS BOOK 1977, PAGE 85.
DOES NOT AFFECT SUBJECT PROPERTY. NOT GRAPHICALLY DEPICTED.

7 QUIT-CLAIM DEED AND GRANT OF EASEMENT BY AND BETWEEN FLORIDA EAST COAST RAILWAY, L.L.C., GRANTOR, AND FIDO RAIL HOLDINGS II LLC, GRANTEE, RECORDED DECEMBER 28, 2007, IN OFFICIAL RECORDS BOOK 6173, PAGE 3151, AS AFFECTED BY THAT CERTAIN SUBORDINATION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7660, PAGE 4327
SUBJECT PROPERTY A PORTION OF PROPERTY DESCRIBED IN ORB 6173, PG 3151
ORB 7660, PG 4327, AFFECTS SUBJECT PROPERTY SHOWN HEREON

8 TWENTY FOOT (20') EASEMENT IN FAVOR OF THE CITY OF NEW SMYRNA AFFECTING A PORTION OF THE WESTERLY BOUNDARY OF PARCEL A AS DISCLOSED BY RIGHT-OF-WAY AND TRACT MAP DATED JUNE 30, 1916, AS AFFECTED BY FLORIDA EAST COAST RAILWAY COMPANY STATION MAP V2/ST 10, DATED SEPTEMBER 18, 1945, REDRAWN AND CORRECTED OCTOBER 12, 1970, AND A WILLIAM E. SWOOPE JR SKETCH AND LEGAL DATED SEPTEMBER 14, 1976 SHOWING A 50 FOOT EASEMENT, AS DISCLOSED BY UPHAM, INC., PROFESSIONAL SURVEYORS, WORK ORDER #071206 DATED DECEMBER 14, 2007, WHICH IS RECORDED AS EXHIBIT A TO EASEMENT DEED RECORDED OCTOBER 19, 2009 IN OFFICIAL RECORDS BOOK 6407, PAGE 4943
DOES NOT AFFECT SUBJECT PROPERTY. OFF SITE, NOT GRAPHICALLY DEPICTED

9 UNRECORDED LICENSES REFERRED TO IN, AND EASEMENT IN FAVOR OF PI LAND HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY BY EASEMENT AGREEMENT RECORDED APRIL 17, 2014 IN OFFICIAL RECORDS BOOK 6979, PAGE 4629. SUBORDINATION AGREEMENT RECORDED JUNE 5, 2020, IN OFFICIAL RECORDS BOOK 7660, PAGE 4345, AS AFFECTED BY THAT CERTAIN SUBORDINATION OF UTILITY INTERESTS RECORDED IN OFFICIAL RECORDS BOOK 8135, PAGE 768
ORB 6979, PG 4629, AFFECTS SUBJECT PROPERTY SHOWN HEREON
ORB 7660, PG 4327, AFFECTS SUBJECT PROPERTY SHOWN HEREON
ORB 8135, PG 768, DOES NOT AFFECT SUBJECT PROPERTY. OFF SITE, NOT GRAPHICALLY DEPICTED

10 ASSIGNMENT OF DEVELOPMENT RIGHTS RECORDED IN OFFICIAL RECORDS BOOK 7143, PAGE 4645 ORB 7143, PG 4645, DOES NOT AFFECT SUBJECT PROPERTY. OFF SITE, NOT GRAPHICALLY DEPICTED

11 ASSIGNMENT OF DEVELOPMENT RIGHTS RECORDED IN OFFICIAL RECORDS BOOK 7143, PAGE 4654 ORB 7143, PG 4654, PARENT TRACT OF SUBJECT PROPERTY. AFFECTS SUBJECT PROPERTY
BLANKET IN NATURE NOT GRAPHICALLY DEPICTED

12 EASEMENT AGREEMENT BY AND BETWEEN FDC RAIL HOLDINGS B LLC, A DELAWARE LIMITED LIABILITY COMPANY, GRANTOR, AND FDC FLAGLER STATION II LLC, A DELAWARE LIMITED LIABILITY COMPANY, GRANTEE, RECORDED JULY 28, 2015, IN OFFICIAL RECORDS BOOK 7143, PAGE 4717, AS AFFECTED BY THAT CERTAIN SUBORDINATION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7660, PAGE 4359
ORB 7143, PG 4717 AFFECTS SUBJECT PROPERTY. SHOWN HEREON.
ORB 7660, PG 4359, SAME AS ITEM #7, ORB ORB 7660 PG 4327. AFFECTS SUBJECT PROPERTY
SHOWN HEREON

13 PERPETUAL EASEMENT BY AND BETWEEN NSB 103 DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, GRANTOR, AND CITY OF NEW SMYRNA BEACH, A FLORIDA SUBDIVISION, GRANTEE, RECORDED JUNE 5, 2020, IN OFFICIAL RECORDS BOOK 7660, PAGE 4311
AFFECTS SUBJECT PROPERTY SHOWN HEREON

14 RESTRICTIONS, COVENANTS, AND CONDITIONS AS SET FORTH IN THAT CERTAIN DECLARATION OF RESTRICTIVE COVENANT RECORDED APRIL 25, 2022 IN OFFICIAL RECORDS BOOK 8242, PAGE 1411, AS MAY BE SUBSEQUENTLY AMENDED
DOES NOT AFFECT SUBJECT PROPERTY. OFF SITE, NOT GRAPHICALLY DEPICTED

15 RESTRICTIONS, COVENANTS, AND CONDITIONS AS SET FORTH IN THAT CERTAIN DECLARATION OF RESTRICTIVE COVENANT RECORDED MAY 24, 2022 IN OFFICIAL RECORDS BOOK 8259, PAGE 882, AS MAY BE SUBSEQUENTLY AMENDED
SAME AS # 14 ABOVE
DOES NOT AFFECT SUBJECT PROPERTY. OFF SITE, NOT GRAPHICALLY DEPICTED

FOR 2024 TAX YEAR PARCEL ID # 7419230000A1. GROSS TAX AMOUNT IS $31,909.53, EXEMPTION TYPE IS NONE, AND PAYMENT STATUS IS PAID.
NOT A SURVEY MATTER

UTILITY CONTACTS:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES

UTILITY COMPANIES HAVE BEEN CONTACTED THROUGH "CALL SUNSHINE"
(UNDERGROUND CABLE LOCATING SERVICE) 1-800-432-4770
TICKET No. 20250760 (SR 44) AS PER THE "UNDERGROUND FACILITY DAMAGE PREVENTION ACT"

THE FOLLOWING UTILITIES RESPONDED AFTER NOTIFICATION BY "CALL SUNSHINE"

TICKET 20250760
FL VOLUSIA COUNTY, NEW SMYRNA BEACH
SR 44

AT&T NATIONAL DAMAGE PREVENTION
*** NOTIFICATION OF HIGH PRIORITY FACILITIES ONSITE ***
THIS LOCATE REQUEST IS NEAR AN AT&T HIGH PROFILE FACILITY. BEFORE DIGGING IN THIS AREA WAIT ON LOCATES TO BE PERFORMED. TAKE CARE TO OBSERVE SITE MARKINGS SUCH AS PAINT AND FLAGS. HAND DIGGING IS MANDATORY WITHIN THE STATUTORY TOLERANCE ZONE

A T & T/ DISTRIBUTION
NO CONFLICT - UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

CHARTER COMMUNICATIONS
- NO CONFLICT - UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

COGENT COMMUNICATIONS
CLEAR NO FACILITIES

FLORIDA POWER & LIGHT - NORTH FIBER
CLEAR NO FACILITIES

FLORIDA PUBLIC UTILITIES CO
- MARKED

UNITI FIBER LLC
CLEAR NO FACILITIES

UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH - ELECTRIC
- NO CONFLICT - UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH - WATER
MARKED

WRE 3, LLC
NO CONFLICT - UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

USSPOT
SPRINT FIBER OPTIC CABLE, WITH COGENT COMMUNICATIONS, WILL NOT BE IMPACTED BY THE WORK AS DESCRIBED ON THIS ONE CALL CENTER TICKET. IF YOU HAVE ANY QUESTIONS OR CONCERNS, PLEASE CALL THE COGENTS CALL BEFORE YOU DIG GROUP AT 1-800 521 0579

CHARTER TIME WARNER CAB
NOT MARKED EXCAVATION SITE CLEAR*

FPL FIBER
- NOT MARKED EXCAVATION SITE CLEAR*

UTILITY CONTACTS:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES

UTILITY COMPANIES HAVE BEEN CONTACTED THROUGH "CALL SUNSHINE"
(UNDERGROUND CABLE LOCATING SERVICE) 1-800-432-4770
PER THE "UNDERGROUND FACILITY DAMAGE PREVENTION ACT"

THE FOLLOWING UTILITIES RESPONDED AFTER NOTIFICATION BY "CALL SUNSHINE"

TICKET No. 20250760
FL VOLUSIA COUNTY, NEW SMYRNA BEACH
S NYMPH AVE

A T & T/ DISTRIBUTION
MARKED

CHARTER COMMUNICATIONS
MARKED

COGENT COMMUNICATIONS
CLEAR NO FACILITIES

FLORIDA POWER & LIGHT - NORTH FIBER
- CLEAR NO FACILITIES

FLORIDA PUBLIC UTILITIES CO
- MARKED

UNITI FIBER LLC
CLEAR NO FACILITIES

UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH - ELECTRIC
- NO CONFLICT - UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH - WATER
- MARKED

WRE 3, LLC
- NO CONFLICT - UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

USSPOT
SPRINT FIBER OPTIC CABLE, WITH COGENT COMMUNICATIONS, WILL NOT BE IMPACTED BY THE WORK AS DESCRIBED ON THIS ONE CALL CENTER TICKET. IF YOU HAVE ANY QUESTIONS OR CONCERNS, PLEASE CALL THE COGENTS CALL BEFORE YOU DIG GROUP AT 1-800-521-0579

FPL FIBER
- NOT MARKED EXCAVATION SITE CLEAR*

UTILITY CONTACTS:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES

UTILITY COMPANIES HAVE BEEN CONTACTED THROUGH "CALL SUNSHINE"
(UNDERGROUND CABLE LOCATING SERVICE) 1-800-432-4770
TICKET No'S 20250764, 20250769, AND 20250764 AS PER THE "UNDERGROUND FACILITY DAMAGE PREVENTION ACT"

THE FOLLOWING UTILITIES RESPONDED AFTER NOTIFICATION BY "CALL SUNSHINE"

TICKET 20250764
FL VOLUSIA COUNTY, NEW SMYRNA BEACH
LINDSEY LN

AT&T NATIONAL DAMAGE PREVENTION
*** NOTIFICATION OF HIGH PRIORITY FACILITIES ONSITE ***
THIS LOCATE REQUEST IS NEAR AN AT&T HIGH PROFILE FACILITY. BEFORE DIGGING IN THIS AREA WAIT ON LOCATES TO BE PERFORMED. TAKE CARE TO OBSERVE SITE MARKINGS SUCH AS PAINT AND FLAGS. HAND DIGGING IS MANDATORY WITHIN THE STATUTORY TOLERANCE ZONE

A T & T/ DISTRIBUTION
NO CONFLICT - UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

CHARTER COMMUNICATIONS
CLEAR NO FACILITIES

FLORIDA PUBLIC UTILITIES CO
MARKED

UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH - ELECTRIC
- CLEAR NO FACILITIES

UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH - WATER
CLEAR NO FACILITIES

CHARTER-TIME WARNER CAB
- MARKED 4 - EXCAVATION SITE CLEAR

NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 5

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
[illegible]
LICENSED BUSINESS CERTIFICATION NUMBER 3515

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	CHECKED BY...
SKETCH & PURPOSE	JULY 30, 2025	25-0655	J. PENFIELD
BOUNDARY & SURVEY	JULY 30, 2025	25-0655	J. BATTENBURG
TOPOGRAPHIC SURVEY			
FINAL INSURANCE			
RECERTIFICATION			

FIELD DATE:	JULY 30, 2025	FIELD BOOK: 1558
PARTY CHIEF:	J. PENFIELD M. BELANGER	PAGE (S): 41, 56, 61, 65
DRAWN BY:	J. MOLLER	FIELD BOOK: 1560
CHECKED BY:	J. BATTENBURG	PAGE (S): 16-18, 24, 26-28

ALTA/NSPS LAND TITLE SURVEY AND TOPOGRAPHIC SURVEY

507 MYRTLE STREET,
NEW SMYRNA BEACH, FLORIDA

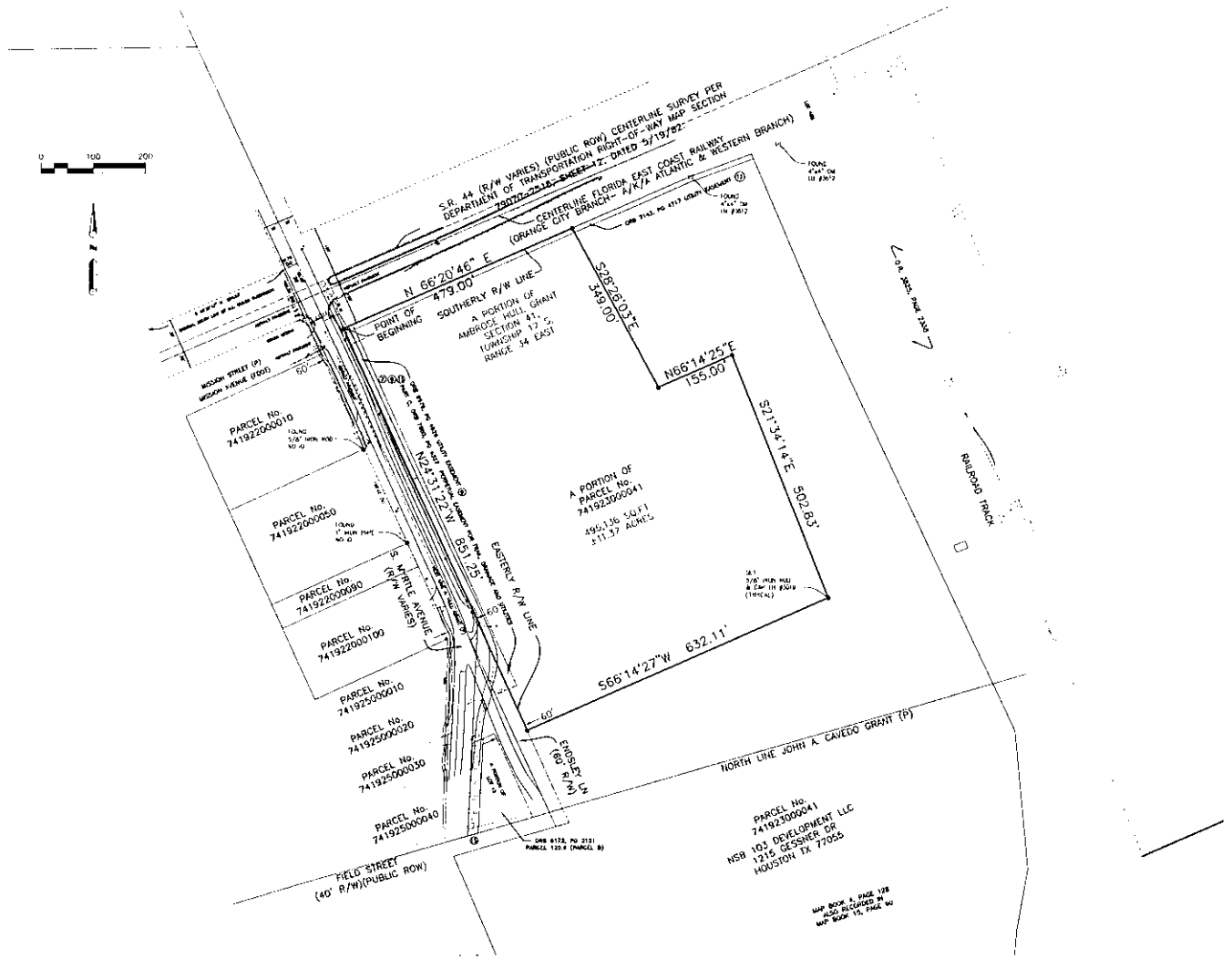
CLIENT: GBT REALTY CORPORATION

PROJECT: 07104
JOB: 25-0655
SCALE: N/A
SHEET: 2 OF 5

ALTA / NSPS LAND TITLE
& TOPOGRAPHIC SURVEY

FOR

GBT REALTY CORPORATION



NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 5

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NUMBER 3579

FIELD DATE: JULY 30, 2025	FIELD BOOK: 1550		
PARTY CHIEF: J. PENFIELD / E. BELMICK	PAGE (S): 47, 50, 51, 55		
DRAWN BY: J. MOLLER	FIELD BOOK: 1550		
CHECKED BY: J. BATTENFORT	PAGE (S): 16-18, 24, 25-28		

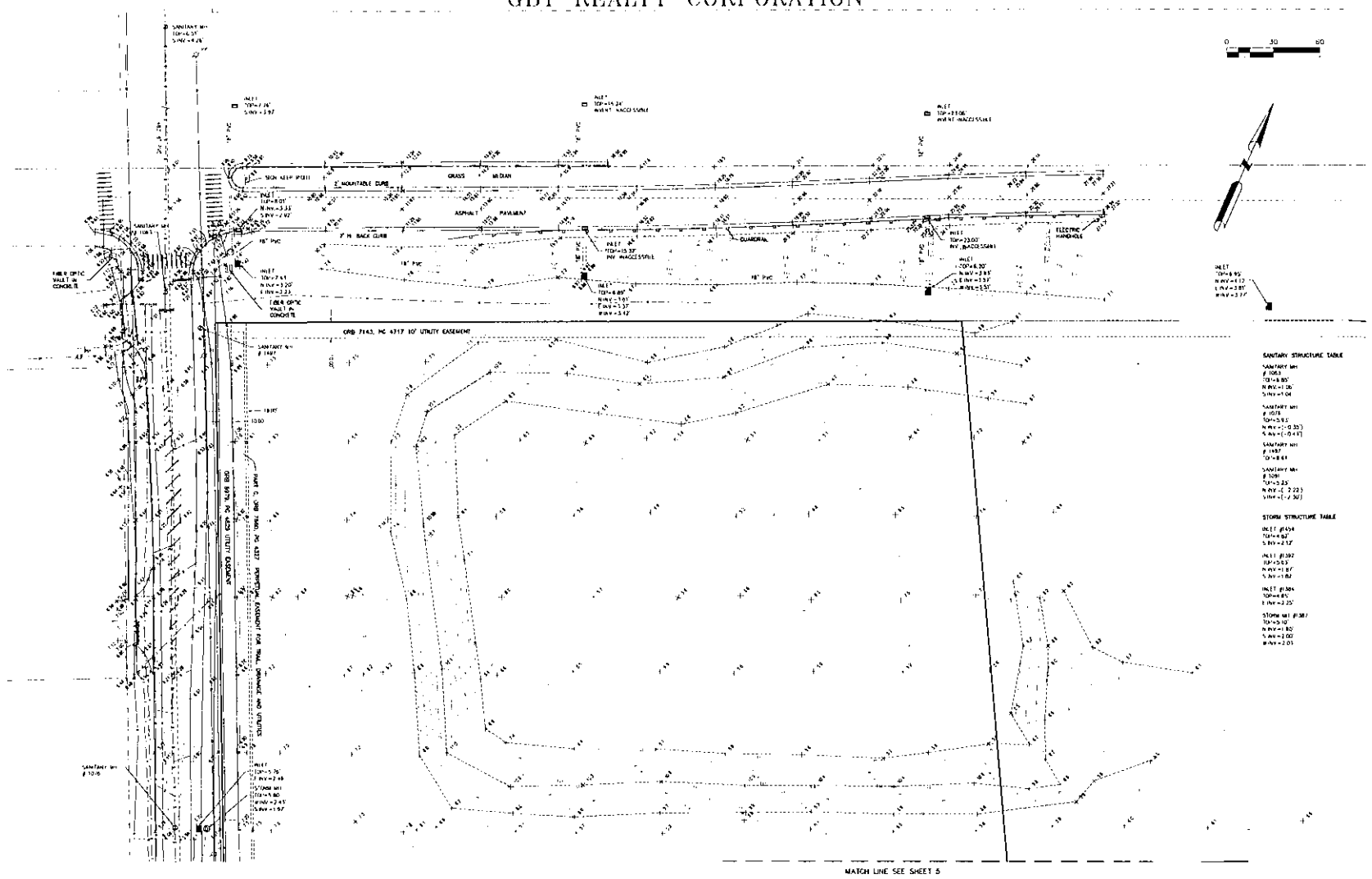
ALTA/NSPS LAND TITLE SURVEY AND TOPOGRAPHIC SURVEY
507 MYRTLE STREET, NEW SMYRNA BEACH, FLORIDA
CLIENT: GBT REALTY CORPORATION

PROJECT: 07104
JOB: 25-0655
SCALE: 1"=100'
SHEET: 3 OF 5

ALTA / NSPS LAND TITLE
& TOPOGRAPHIC SURVEY

FOR

GBT REALTY CORPORATION



NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 5

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

TOT. OF SURVEY		JOB NUMBER	DWG. NO.
SURVEY DATE			
ALTA/NSPS SURVEY	JULY 30, 2025	25-0655	1 OF 5 SHEETS
TOPOGRAPHIC SURVEY	JULY 30, 2025	25-0655	2 OF 5 SHEETS
FIELD WORK COMPLETED			
REVISIONS			

FIELD DATE:	JULY 30, 2025
PARTY CHIEF:	J. PENFIELD / E. BELANGER
DRAWN BY:	J. MOELLER
CHECKED BY:	J. SLIGER/SCOTT
FIELD BOOK/PAGE (S):	47, 50, 51, 55
FIELD BOOK/PAGE (S):	16-18, 24, 25-28

ALTA/NSPS LAND TITLE SURVEY
AND TOPOGRAPHIC SURVEY

507 MYRTLE STREET,
NEW SMYRNA BEACH, FLORIDA

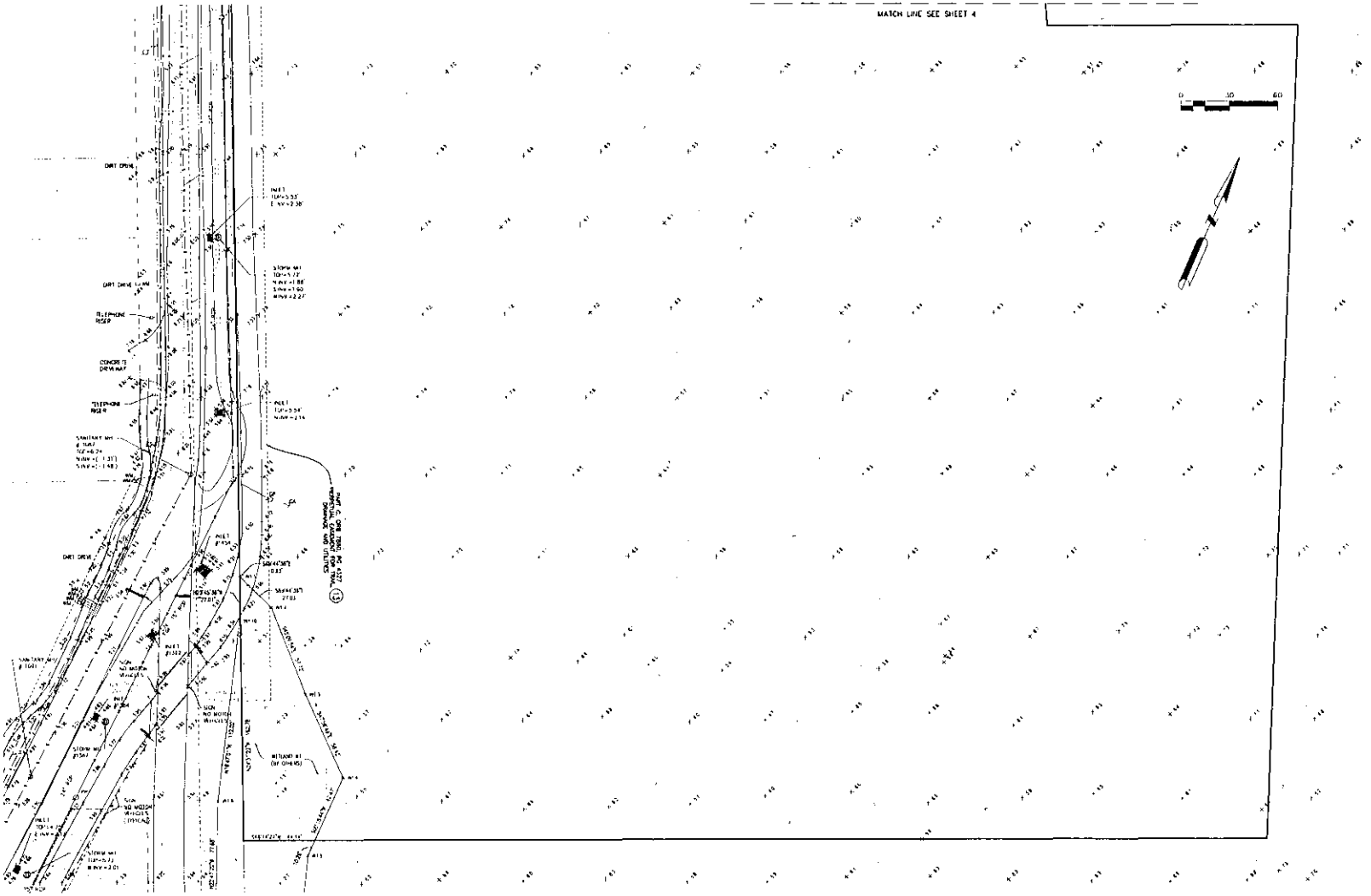
CLIENT: GBT REALTY CORPORATION

PROJECT: 07104
JOB: 25-0655
SCALE: 1"=30'
SHEET: 4 OF 5

ALTA / NSPS LAND TITLE
& TOPOGRAPHIC SURVEY

FOR

GBT REALTY CORPORATION



NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 5

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	DRAWN BY
BOUNDARY SURVEY	JULY 30, 2025	25-0655	J. CATHCART
ALTA/NSPS SURVEY	JULY 30, 2025	25-0655	J. CATHCART
TOPOGRAPHIC SURVEY	JULY 30, 2025	25-0655	J. CATHCART
FINAL MONUMENTATION			
RECERTIFICATION			

FIELD DATE: JULY 30, 2025	FIELD BOOK: 1558	
PARTY CHIEF: J. PENFIELD E. HELLWIG	PAGE (S): 47, 50, 51, 55	
DRAWN BY: J. MOLLER	FIELD BOOK: 1560	
CHECKED BY: J. BATTENBERG	PAGE (S): 16-18, 24, 26-28	

ALTA/NSPS LAND TITLE SURVEY AND TOPOGRAPHIC SURVEY

507 MYRTLE STREET
NEW SMYRNA BEACH, FLORIDA

CLIENT: GBT REALTY CORPORATION

PROJECT: 07104
JOB: 25-0655
SCALE: 1"=30'
SHEET: 5 OF 5

EXHIBIT B

Site Plan



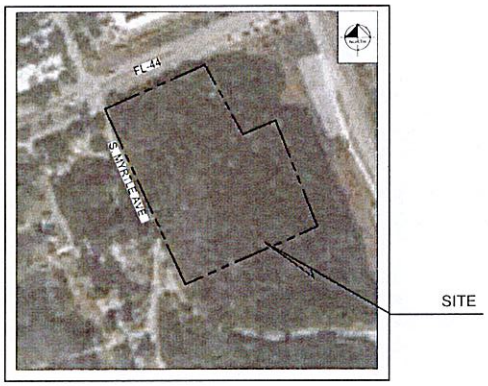
MASTER DEVELOPMENT PLANS

FOR

SPROUTS SHOPPING CENTER

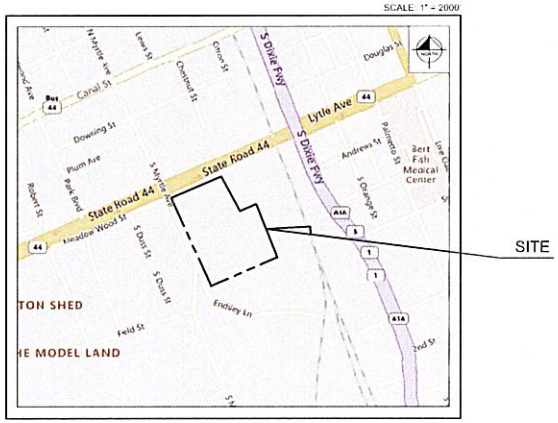
PARCEL ID NUMBER: 741923000041

507 S. MYRTLE AVE.
NEW SMYRNA BEACH, FLORIDA
03-27-2026

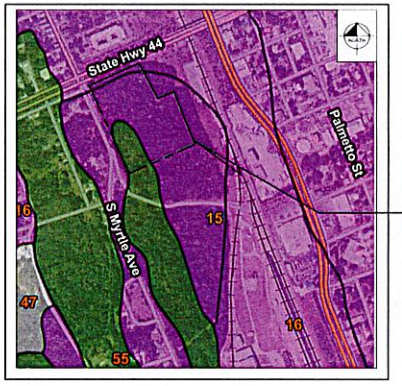


AERIAL PHOTOGRAPH
N.T.S.

SCALE: 1" = 2000'



SECTION 11 , TOWNSHIP 26, RANGE 16
LOCATION MAP
N.T.S.



SOILS MAP
N.T.S.
15 - COCOA SAND
16 - COCOA - URBAN LAND COMPLEX
55 - RIVIERA FINE SAND

PROJECT TEAM

OWNER
NSB 103 DEVELOPMENT LLC
1215 GESSNER DR
HOUSTON TX, 77055

SURVEYOR:
SEIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127
JEFF HOPUS
(386) 761 - 5385

DEVELOPER:
GBT REALTY CORPORATION
9010 OVERLOOK BOULEVARD
BRENTWOOD, TN 37027
SCOTT COLE
(615) 505-3101
SCOLE@GBTREALTY.COM

LANDSCAPE ARCHITECT:
KIMLEY-HORN AND ASSOCIATES, INC.
200 S. ORANGE AVENUE, SUITE 600
ORLANDO, FL 32801
ZACK HALL, PLA
(407) 768-3222
ZACK.HALL@KIMLEY-HORN.COM

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
200 S. ORANGE AVENUE, SUITE 600
ORLANDO, FL 32801
BRENT LENZEN, P.E.
(407) 427-1610
BRENT.LENZEN@KIMLEY-HORN.COM

INDEX OF SHEETS

MP0.0	COVER
MP4.1	COMMERCIAL SITE PLAN
MP4.2	OPEN SPACE PLAN
MP4.3	TREE CANOPY EXHIBIT
MP4.4	PHASING PLAN
MP5.0	OVERALL UTILITY PLAN
MP5.1	UTILITY PLAN

PREPARED BY
Kimley»Horn

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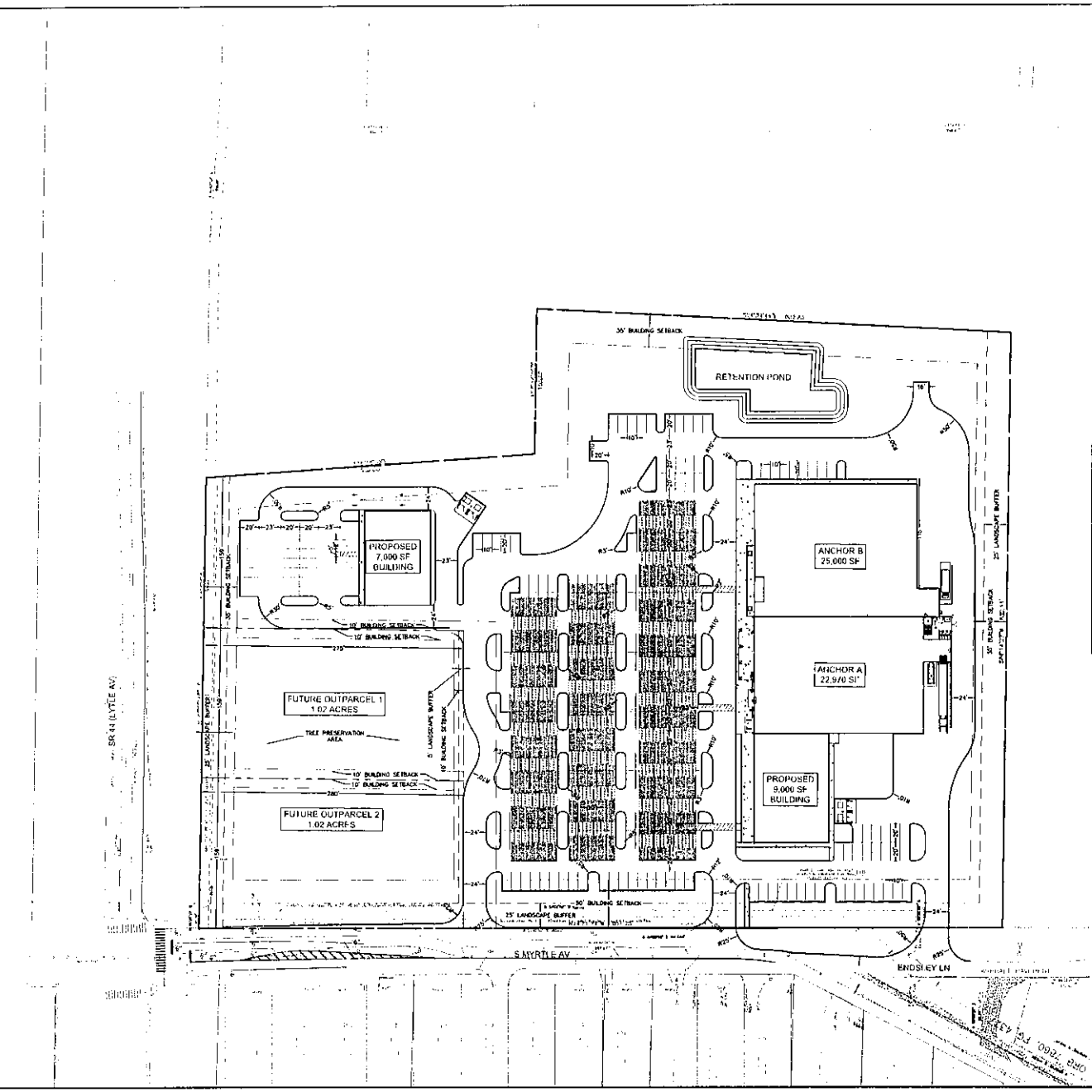
200 S. ORANGE AVENUE, SUITE 600, ORLANDO, FL
PHONE: (407) 898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

NO. | REVISIONS | DATE | BY

SHEET NUMBER
MP0.0



SITE DATA

		PH 1: 9.33 AC	PH 2: 2.04 AC
TOTAL SITE AREA:	11.37 AC (490,135.80 SF)		
EXISTING ZONING:	LIGHT INDUSTRY (I-1)		
FUTURE LAND USE:	INDUSTRIAL MIXED USE (IMU)		
EXISTING USE:	VACANT (WOODED)		
PROPOSED USE:	COMMERCIAL RETAIL		
REQD MAX BUILDING HEIGHT:		45 FT	45 FT
REQD MIN LOT SIZE:		1.00 AC	0.5 AC
REQD MIN BUILDING SEPARATION		0 FT	20 FT
REQD. MAX INDIVIDUAL BLDG SIZE:		25,000 SF	11,325 SF
REQD. MAX BLDG COVERAGE:	25%	2.33 AC	0.26 AC
REQD. MIN OPEN SPACE:	20%	1.87 AC	0.41 AC
REQD. MIN NATURAL VEGETATION	15%	1.40 AC	0.31 AC
REQD. MIN INTERIOR LANDSCAPING:	10%	0.93 AC	
MAX IMPERVIOUS:	80%	7.46 AC	1.63 AC

OPEN SPACE PROVIDED PH-1: 3.31 AC / 35.46%

PROPOSED IMPERVIOUS PH-1:

SIDEWALK	0.33 AC
ASPHALT	4.31 AC
BUILDING	1.47 AC
TOTAL	6.01 AC / 64.42%

PARKING REQUIRED:

	PH 1:	PH 2:
RETAIL 4/SF/1,000 SF (63,870 SF)		
REGULAR 10' X 20'	246 SPACES	
ADA SPACES (201- 300 PROVIDED)	7 SPACES	
TOTAL:	263 SPACES	
PARKING PROVIDED:		MINIMUM PARKING REQUIRED FOR PHASE 2 TO BE PROVIDED PER THE LDR AND THE PROPOSED USE
STANDARD SPACES	293 SPACES	
ADA SPACES	11 SPACES	
TOTAL:	304 SPACES	
NOT TO EXCEED 120% OF MINIMUM REQUIREMENT		

BUILDING SETBACKS:	REQUIRED PH 1:	REQUIRED PH 2: *
NORTH	35 FT	35 FT
EAST	35 FT	10 FT
WEST	50 FT	50 FT
SOUTH	35 FT	10 FT
LANDSCAPE BUFFERS		
NORTH	25 FT	25 FT
EAST	N/A	N/A
WEST	25 FT	25 FT
SOUTH	25 FT	5 FT

*REQUIRED 10 FT INTERIOR SETBACK BETWEEN OUTPARCELS

PH-1 INTERIOR LANDSCAPING CALCS:

REGULAR PARKING SPACES = 293	293 X 20' X 10' = 58,600 SF / 1.35 AC
ADA PARKING SPACES = 11	11 X 20' X 17' = 3,740 SF / 0.08 AC
PARKING AISLE PAVEMENT	58,333 SF / 1.34 AC
TOTAL:	120,673 SF / 2.77 AC

10% OF PARKING = 0.28 AC OF INTERIOR LANDSCAPE ISLANDS REQUIRED

FLOOR AREA RATIO

MAXIMUM ALLOWABLE F.A.R.: 0.5

PROPOSED UTILITIES

SANITARY SEWER: CONNECTION TO EXISTING GRAVITY SEWER ALONG S MYRTLE AV
POTABLE WATER: CONNECTION TO EXISTING WATER MAIN ALONG S MYRTLE AV
RECLAIMED WATER: CONNECTION TO EXISTING RECLAIM WATER MAIN ACROSS SR 44

GENERAL NOTES:

1. ALL MEASUREMENTS TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. FIRE PROTECTION WATER SUPPLY TO BE AVAILABLE PRIOR TO AND DURING CONSTRUCTION
3. ALL AFFECTED SIDEWALKS, RAMPS, AND CROSSWALKS, WILL BE BUILT AND INSPECTED TO MEET CURRENT ADA REQUIREMENTS.
4. ALL FUTURE DEVELOPMENTS WILL NEED TO APPLY FOR PERMIT PRIOR TO CONSTRUCTION
5. SITE SHALL COMPLY WITH THE FLORIDA BUILDING CODE 8TH EDITION (2023) ACCESSIBILITY
6. FINAL SITE SHALL BE GRADED TO PROVIDE PEDESTRIAN AND PARKING ADA ACCESSIBILITY
7. SEPARATE PERMITS ARE REQUIRED FOR THE FOLLOWING IF APPLICABLE CONSTRUCTION TRAILERS, SALES CENTERS, DUMPSTER ENCLOSURES, LIFT STATIONS, SWIMMING POOLS, PLAYGROUND EQUIPMENT, WALL SIGNS, MONUMENT SIGNS, RETAINING/LANDSCAPE WALLS, ENTRY WALL FEATURES, SITE LIGHTING, GENERATORS, STORAGE SHEDS, STORAGE BUILDINGS, LIGHTNING PROTECTION SYSTEMS, BULK OXYGEN STORAGE TANKS, FENCES, AWNINGS, GREASE TRAPS, PAINT SPRAY BOOTHS, UNDERGROUND AND ABOVE GROUND FUEL STORAGE TANKS, HELIPADS, EV CHARGING STATIONS ETC.
8. STORMWATER MANAGEMENT FOR THE ENTIRE 11.37 ACRES, INCLUDING OUTPARCELS WILL BE PROVIDED FOR WITHIN THE CENTRAL SYSTEM

LEGEND

PROPOSED STORMWATER EXFILTRATION PIPE

Always call 811 two full business days before you dig to have underground utilities located and marked.
Sunshine811.com

REVISIONS

Kimley»Horn
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200 S ORANGE AVENUE, SUITE 600, ORLANDO, FL 32801
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

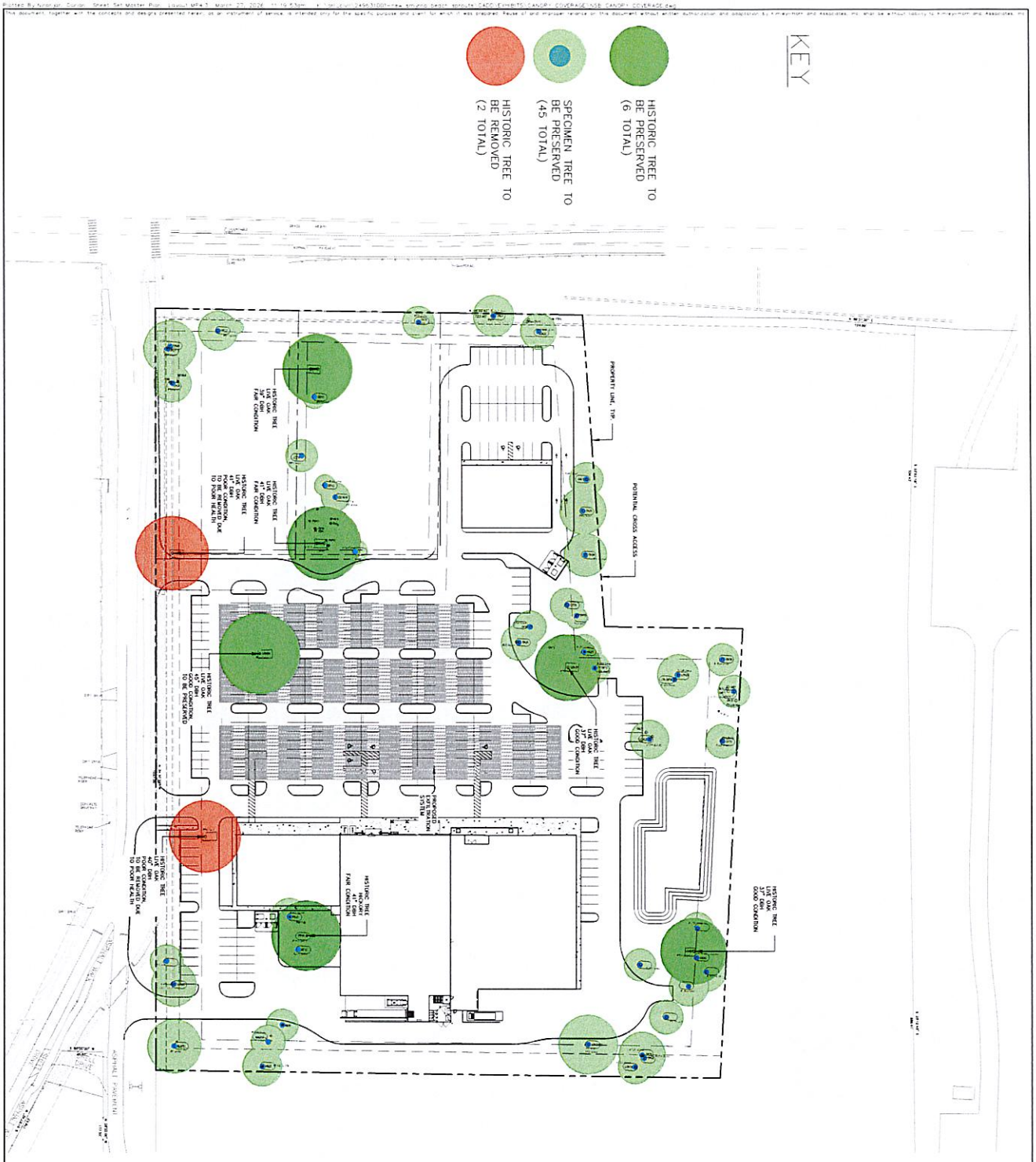
KHA PROJECT 249631001
DATE 02/09/2026
SCALE AS SHOWN
DESIGNED BY JAN
DRAWN BY JAN
CHECKED BY BAC
DATE 02/09/2026

BRENT A. ANDERSON, P.E.
LICENSED PROFESSIONAL ENGINEER
NO. 73837
STATE OF FLORIDA

MASTER DEVELOPMENT PLANS
COMMERCIAL SITE PLAN
NEW SMYRNA BEACH, FLORIDA

SHEET NUMBER
MP4.1

MASTER DEVELOPMENT PLANS
NEW SMYRNA BEACH, FLORIDA
OPEN SPACE PLAN
Kimley»Horn
Sunshine811.com
ANCHOR B 25,000 SF
ANCHOR A 22,870 SF
PROPOSED 9,000 SF BUILDING
HETERON POND
FUTURE OUTPARCEL 1 1.02 ACRES
FUTURE OUTPARCEL 2 1.04 ACRES
FIELD
LEGEND
OPEN SPACE
VEGETATIVE SPACE
PARKING AISLES
LIMITS OF INTERIOR LANDSCAPING
GRAPHIC SCALE IN FEET
NORTH



Always call 811 two full business days before you dig to have underground utilities located and marked.
Sunshine811.com

SHEET NUMBER MP4.3	MASTER DEVELOPMENT PLANS NEW SMYRNA BEACH FLORIDA	TREE CANOPY EXHIBIT	KHA PROJECT 249631001 DATE 03/27/2026 SCALE AS SHOWN DESIGNED BY - DRAWN BY VDP CHECKED BY BAL	LICENSED PROFESSIONAL BRENT A. LENZEN P.E. FLORIDA LICENSE NUMBER 78537 DATE 03/27/2026	Kimley»Horn © 2026 KIMLEY-HORN AND ASSOCIATES, INC 200 S. ORANGE AVENUE, SUITE 600, ORLANDO, FL 32801 PHONE: 407-898-1511 WWW.KIMLEY-HORN.COM REGISTRY No. 35106	No. REVISIONS DATE BY

MASTER DEVELOPMENT PLANS

NEW SMYRNA BEACH FLORIDA

PHASING PLAN

SHEET NUMBER MP4.4

Kimley»Horn

sunshine811.com

NORTH

GRAPHIC SCALE IN FEET
0 30 60

RETENTION POND

ANCHOR B 25,000 SF

ANCHOR A 22,870 SF

PROPOSED 8,000 SF BUILDING

PROPOSED 7,000 SF BUILDING

PHASE 1

PHASE 2

FUTURE OUTPARCEL 1 1.02 ACRES

FUTURE OUTPARCEL 2 1.02 ACRES

ENDSLEY LN

S MYRTLE AV

SR 44 (LYTLE AV)

Sunshine811.com

Always call 811 two full business days before you dig to have underground utilities located and marked.

SHEET NUMBER MP5.0

MASTER DEVELOPMENT PLANS

NEW SMYRNA BEACH FLORIDA

UTILITY PLAN

KHA PROJECT 249631001
DATE 02/09/2026
SCALE AS SHOWN
DESIGNED BY -
DRAWN BY VDP
CHECKED BY BAL

LICENSED PROFESSIONAL
BRENT A. JENZEN P.E.
FLORIDA LICENSE NUMBER 78537
DATE 02/09/2026

Kimley»Horn

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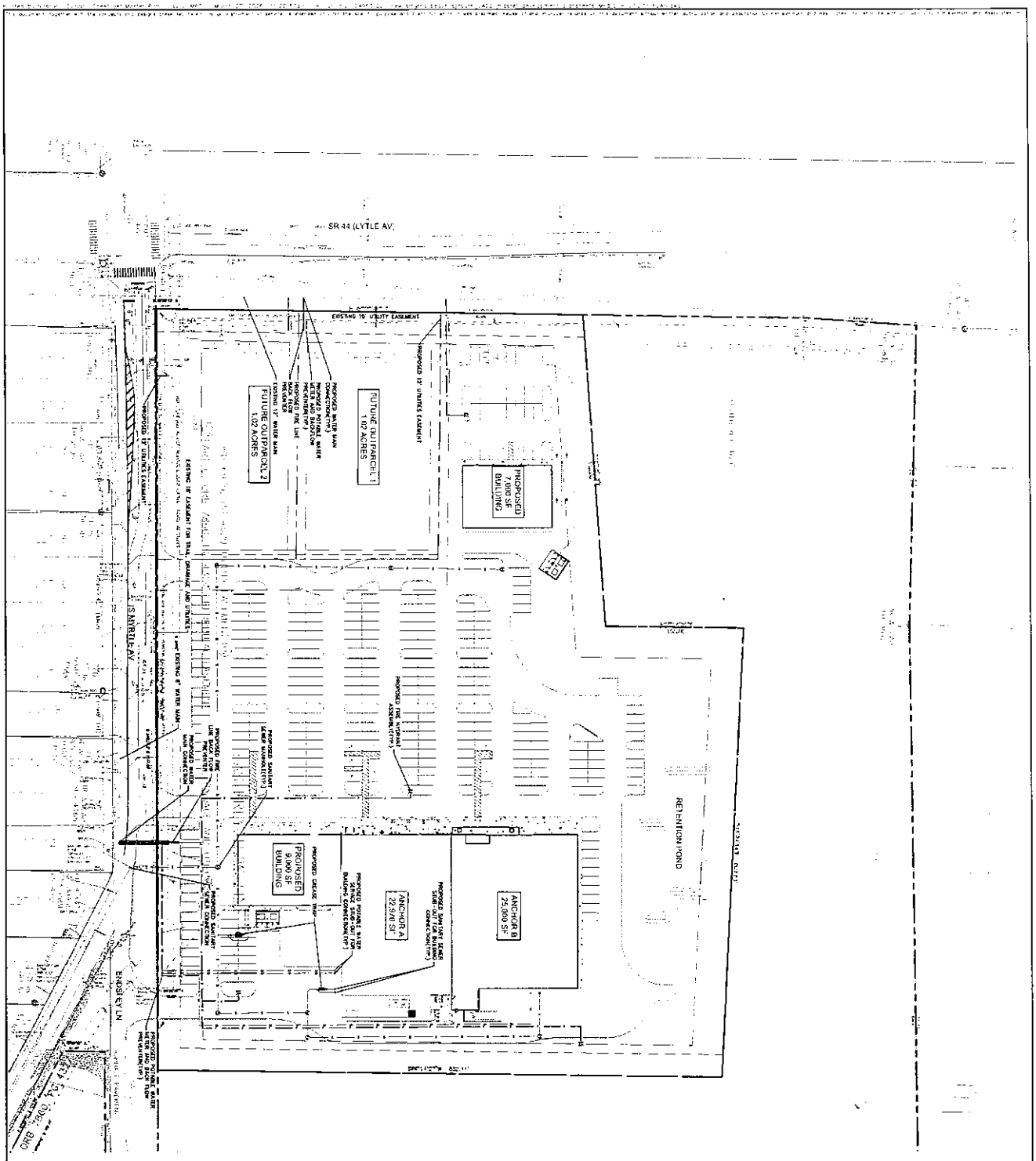
200 S. ORANGE AVENUE SUITE 600, ORLANDO, FL 32801
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

No. REVISIONS DATE BY



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SHEET NUMBER MP5.1

MASTER DEVELOPMENT PLANS

NEW SMYRNA BEACH FLORIDA

UTILITY PLAN

KHA PROJECT 249631001

DATE 02/09/2026

SCALE AS SHOWN

DESIGNED BY -

DRAWN BY VDP

CHECKED BY BAL

LICENSED PROFESSIONAL

BRENT A. LENZEN P.E.

FLORIDA LICENSE NUMBER 78527

DATE 02/09/2026

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PHONE: 407-898-1511
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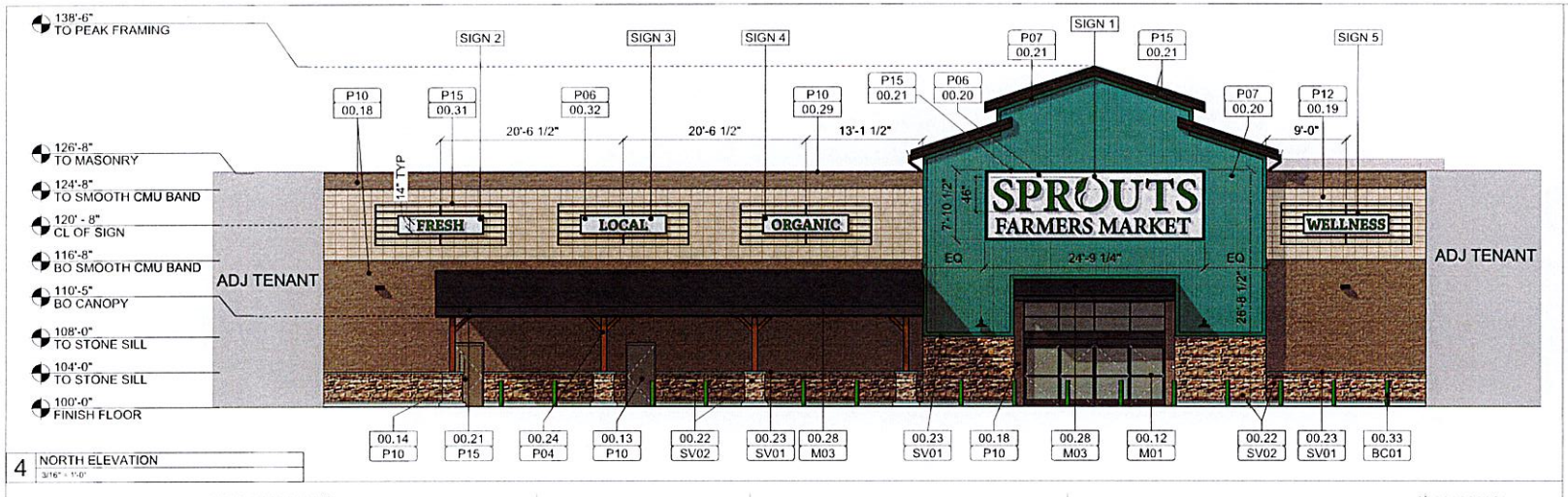
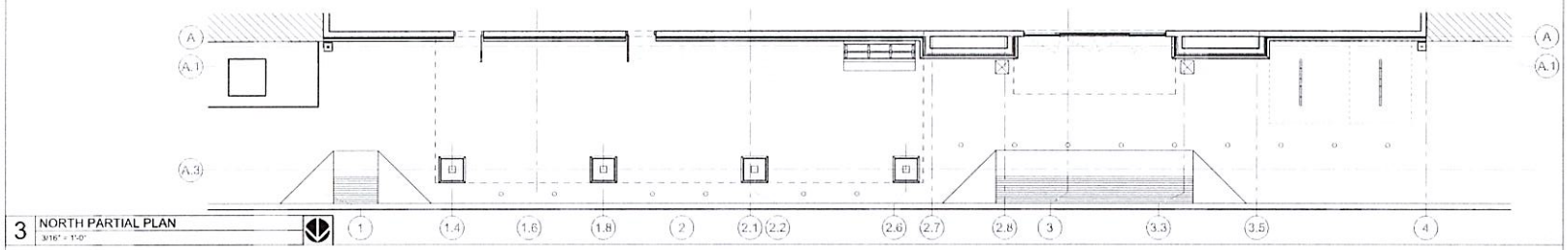
No. REVISIONS DATE BY

EXHIBIT C

Architectural Elevations



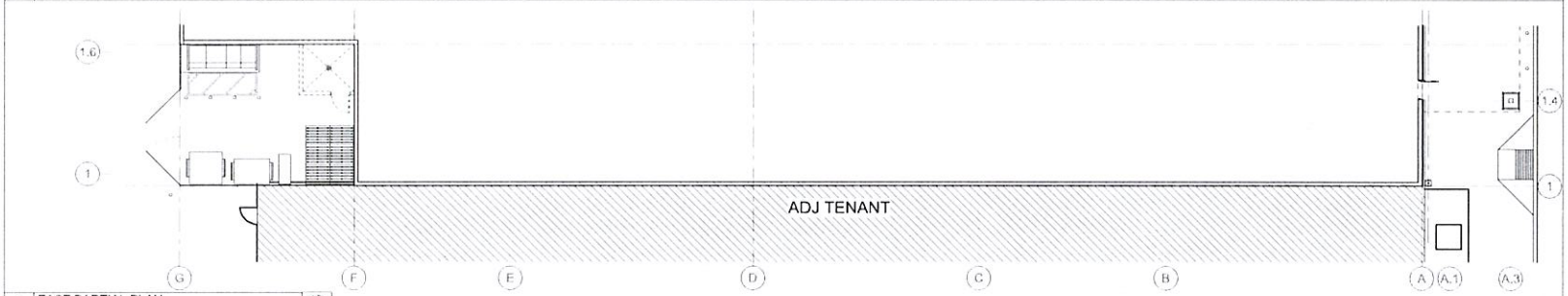
4 NORTH ELEVATION
3/16" = 1'-0"



3 NORTH PARTIAL PLAN
3/16" = 1'-0"



2 EAST ELEVATION
1/8" = 1'-0"



1 EAST PARTIAL PLAN
1/8" = 1'-0"

ALL ASPECTS OF THE SIGNAGE, BOTH BUILDING AND SITE, SHALL BE GOVERNED BY SPROUTS' MOST CURRENT PROTOTYPE SIGN STANDARDS MANUAL AND CODE REQUIREMENTS.

FOR MATERIAL AND FINISH DETAILS SEE SHEET C-1D MATERIAL BOARD

FOR SIGN DESCRIPTIONS SEE SHEET C-1A SIGNAGE SITE PLAN

ACCENT COLOR FOR ADDITIONAL STRUCTURES: P15

FOR CLARITY OUTDOOR FIXTURES ARE NOT SHOWN

KEYNOTES

00.09	SUSTAINABILITY AREA WITH CHAIN LINK FENCE AND GATE
00.12	AUTOMATIC SLIDING ENTRY DOOR
00.13	HOLLOW METAL EGRESS DOOR
00.14	CLICK & COLLECT DOOR
00.18	SPLIT FACE CMU, RUNNING BOND
00.19	SMOOTH FACE CMU, STACKED BOND
00.20	JAMES HARDIE FIBER CEMENT SIDING
00.21	JAMES HARDIE FIBER CEMENT TRIM
00.22	MANUFACTURED STONE VENEER SYSTEM
00.23	MANUFACTURED STONE SILL
00.24	WOOD POST WITH KICKER
00.28	STANDING SEAM METAL ROOF
00.29	METAL PARAPET CAP
00.31	ALUMINUM "PASTURE GATE" FRAMEWORK FOR SECONDARY SIGN BY SIGNAGE VENDOR
00.32	BACKGROUND PANEL FOR SECONDARY SIGN BY SIGNAGE VENDOR
00.33	IDEALSHIELD BOLLARD

KEYNOTES - SIGNAGE

SIGN 1	ILLUMINATED CHANNEL LETTERS, FLUSH MOUNTED
SIGN 2	ILLUMINATED CHANNEL LETTERS ON PASTURE GATE
SIGN 3	ILLUMINATED CHANNEL LETTERS ON PASTURE GATE
SIGN 4	ILLUMINATED CHANNEL LETTERS ON PASTURE GATE
SIGN 5	ILLUMINATED CHANNEL LETTERS ON PASTURE GATE

SPROUTS FARMERS MARKET
5455 E. HIGH ST., SUITE 111
PHOENIX, AZ 85054
P: 480.814.8016 F: 480.814.8017

CUHACI PETERSON
2600 Maitland Center Parkway
Suite #200
Maitland, FL 32751
P (407) 661-9100
F (407) 661-9101
cp.com

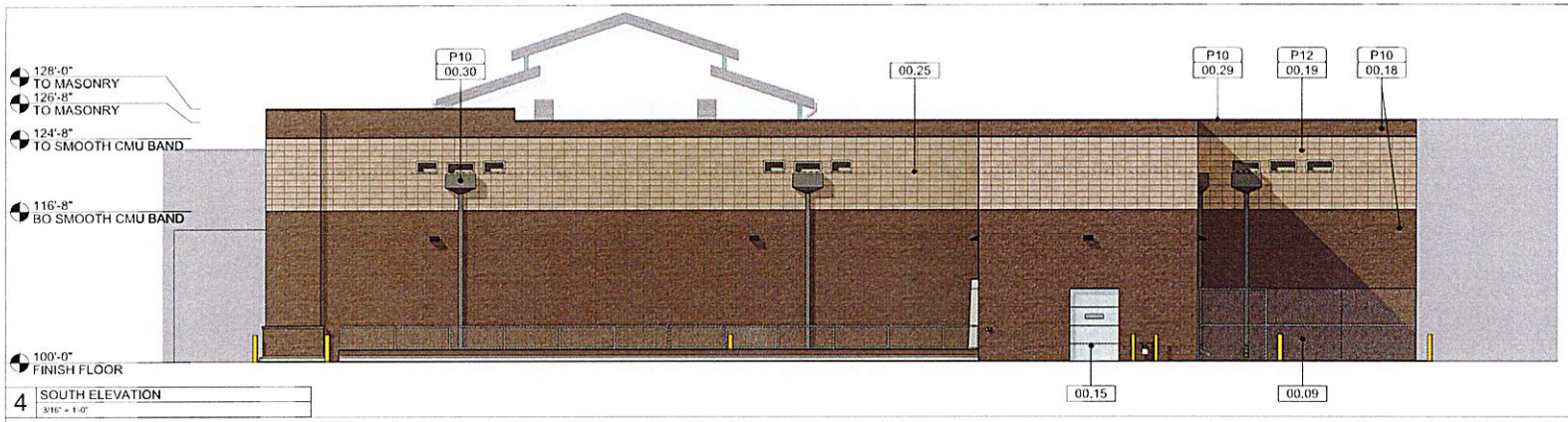
NOT FOR CONSTRUCTION

SPROUTS FARMERS MARKET
0678
LYTLE AVE & S MYRTLE AVE
NEW SMYRNA BEACH, FL

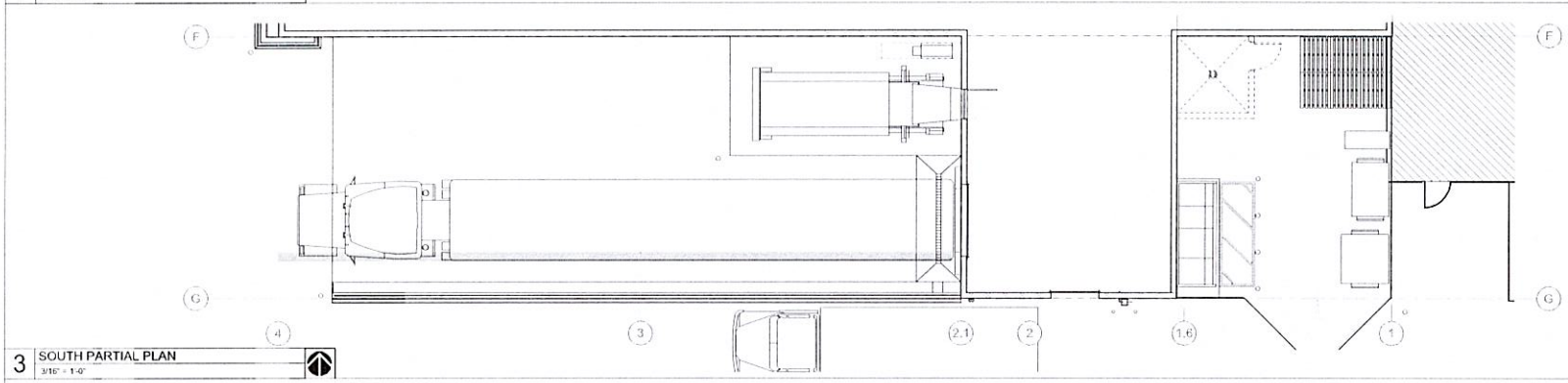
PREMISES ELEVATION AND TENANT'S BUILDING AND SITE SIGNAGE

DATE 03/20/26
DRAWN BY JS/CP
CHECKED BY ED
BUILD TYPE NBT1
PROTOTYPE VERSION V6.2.9.1_20250304
PROJECT NUMBER 20250178

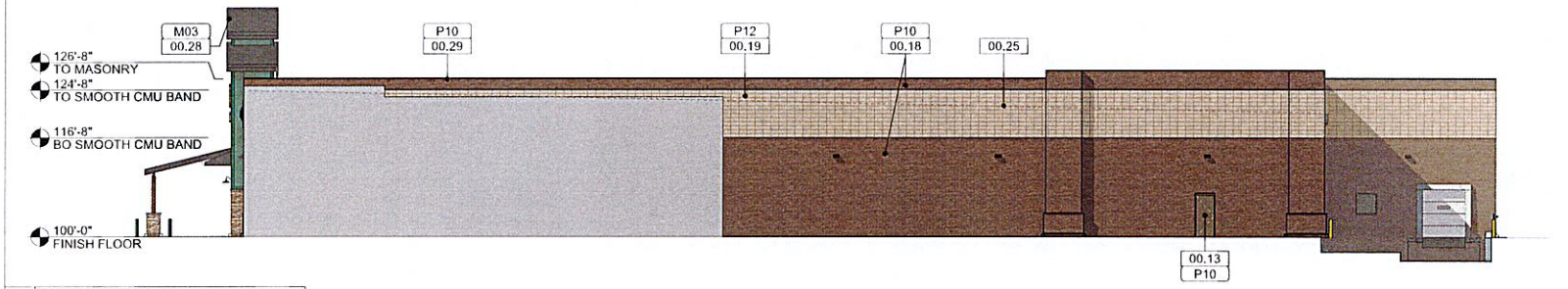
C-1C



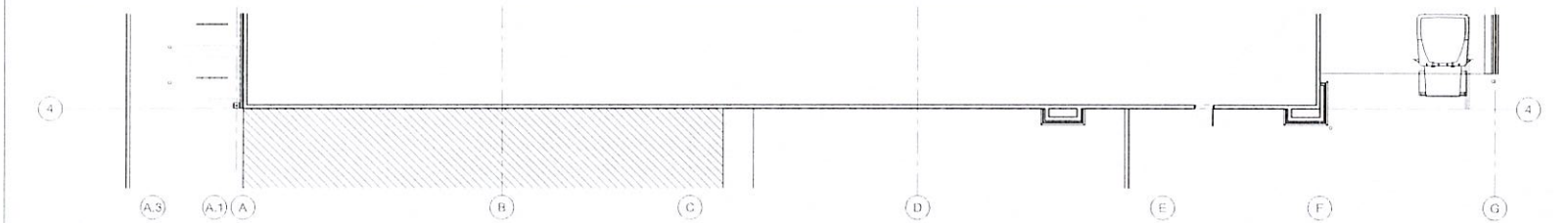
4 SOUTH ELEVATION
3/16" = 1'-0"



3 SOUTH PARTIAL PLAN
3/16" = 1'-0"



2 WEST ELEVATION
1/8" = 1'-0"



1 WEST PARTIAL PLAN
1/8" = 1'-0"

ALL ASPECTS OF THE SIGNAGE, BOTH BUILDING AND SITE, SHALL BE GOVERNED BY SPROUTS' MOST CURRENT PROTOTYPE SIGN STANDARDS MANUAL AND CODE REQUIREMENTS.

FOR MATERIAL AND FINISH DETAILS SEE SHEET C-1D MATERIAL BOARD

FOR SIGN DESCRIPTIONS SEE SHEET C-1A SIGNAGE SITE PLAN

ACCENT COLOR FOR ADDITIONAL STRUCTURES: P15

FOR CLARITY OUTDOOR FIXTURES ARE NOT SHOWN

KEYNOTES

00.09	SUSTAINABILITY AREA WITH CHAIN LINK FENCE AND GATE
00.13	HOLLOW METAL EGRESS DOOR
00.15	DAILY STORE DELIVERY (DSD) OVERHEAD DOOR
00.18	SPLIT FACE CMU, RUNNING BOND
00.19	SMOOTH FACE CMU, STACKED BOND
00.25	LINE OF ROOF BEYOND
00.28	STANDING SEAM METAL ROOF
00.29	METAL PARAPET CAP
00.30	METAL DOWNSPOUT

SPROUTS
FARMERS MARKET
3455 E HIGHST., SUITE 111
PHOENIX, AZ 85054
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CUHACI PETERSON
2600 Maitland Center Parkway
Suite #200
Maitland, FL 32751
P (407) 661-9100
F (407) 661-9101
cp.com

NOT FOR CONSTRUCTION

SPROUTS FARMERS MARKET
0678
LYTLE AVE & S MYRTLE AVE
NEW SMYRNA BEACH, FL

PREMISES ELEVATION AND TENANT'S BUILDING AND SITE SIGNAGE

DATE 03/20/26
DRAWN BY JS
CHECKED BY ED
BUILD TYPE NBTS
PROTOTYPE VERSION V6.2 & Y_20252305
PROJECT NUMBER 20250170

C-1D

ALL ASPECTS OF THE SIGNAGE, BOTH BUILDING AND SITE, SHALL BE GOVERNED BY SPROUTS' MOST CURRENT PROTOTYPE SIGN STANDARDS MANUAL AND CODE REQUIREMENTS.



STANDING SEAM METAL ROOFING

BERRIDGE
"AGED BRONZE"
(M03)

PAINT

PPG 1009-1
"TUNDRA FROST"
(P06)



PAINT

PPG 1142-6
"JERICHO JADE"
(P07)



PAINT

PPG 1000-5
"BEAR CUB"
(P10)



PAINT

PPG 1024-4
"MOTH GRAY"
(P12)



PAINT

PPG 1006-7
"METROPOLIS"
(P15)



WOOD POST

STAINED FLOOD
SEMI TRANSPARENT
"707 TABACCO"
(P04)



STOREFRONT

STOREFRONT MANUFACTURER
DARK BRONZE
(M01)



STONE VENEER

CORONADO STONE
OLD WORLD LEDGE
"MONARCH"
(SV02)



SILL

CORONADO STONE
900 SERIES
"GREY"
(SV01)



BOLLARD COVER

CUSTOM
PMS-2465
(BC01)

SPROUTS
FARMERS MARKET
5455 E. HIGH ST., SUITE 111
PHOENIX, AZ 85054
P: 480-814-8016 F: 480-814-8017

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Suite #200
Maitland, FL 32751
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cp.com

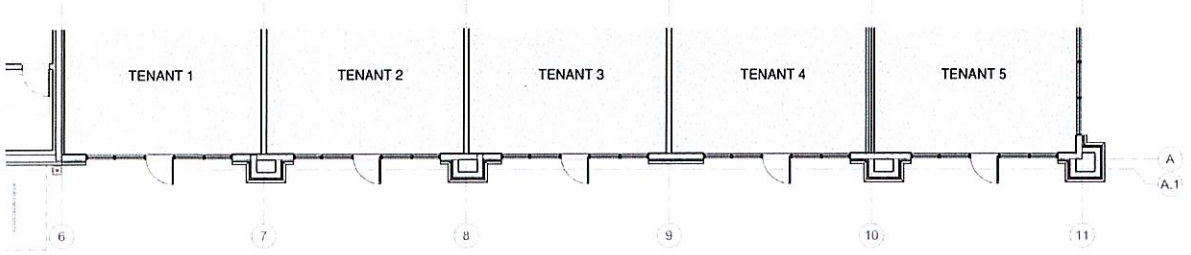
NOT FOR CONSTRUCTION

SPROUTS FARMERS MARKET
0678
LYTLE AVE & S MYRTLE AVE
NEW SMYRNA BEACH, FL

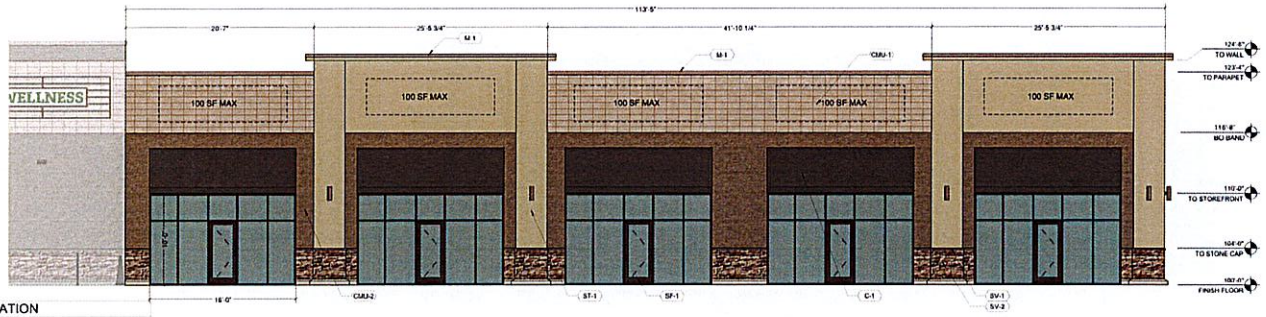
PREMISES ELEVATION AND TENANT'S BUILDING AND SITE SIGNAGE

DATE
DRAWN BY
CHECKED BY
BUILD TYPE
PROTOTYPE VERSION: V6.2 9.1 20250305
PROJECT NUMBER

C-1E

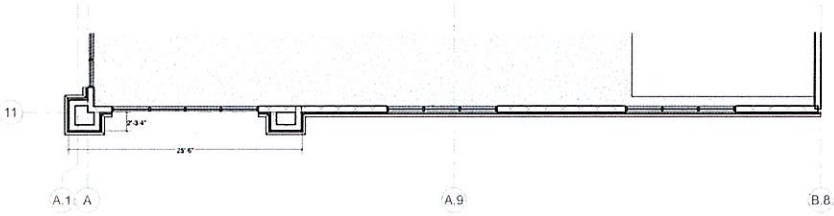


1 NORTHWEST PLAN
3/16" = 1'-0"



NOTES:
SIGNAGE AREA PER PAGE 18 (33 OF 57) SECTION 604.12 SIGNS.G.b WALL SIGNS SHALL GOVERN THE REMAINING TENANTS. MAX. 100 SQ FT. PER TENANT PREMISE.

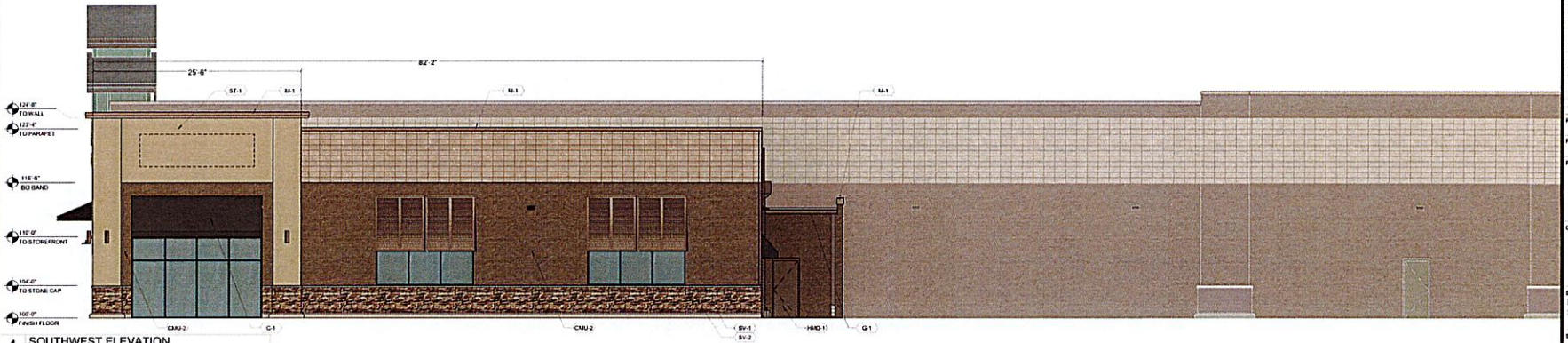
2 NORTHWEST ELEVATION
3/16" = 1'-0"



3 SOUTHWEST PLAN
3/16" = 1'-0"

Material & Color Schedule				
TYPE	MATERIAL	FINISH	COLOR	NOTES
G-1	6" HAMMERHEAD GUTTER & DOWNSPOUT		BRONZE	PROVIDE SPLASH BLOCK
SF-1	STOREFRONT MEDIUM STILE	ALUMINUM		KAWNEER OR EQUAL
HMD-1	HOLLOW METAL DOOR	PAINT (PPG 1005-5)	BEAR CUB - P10	
M-1	METAL PARAPET CAP	PAINT (PPG 1000-1)	BEAR CUB - P10	
C-1	CANVAS AWNING		BLACK	SUNBRELLA
CMU-1	SMOOTH FACE CMU	PAINT (PPG 1024-4)	MOTH GRAY - P12	STACKED BOND
CMU-2	SPLIT FACE CMU	PAINT (PPG 1031-5)	BEAR CUB - P10	RUNNING BOND
ST-1	DIRECT APPLIED STUCCO	PAINT (PPG 1024-4)	MOTH GRAY - P12	SANDED TEXTURE - PAINTED SYNTHETIC TOP COAT - MATTE FINISH
SV-1	MANUFACTURED STONE SILL	900 SERIES	GREY	CORONADO STONE
SV-2	MANUFACTURED STONE VENEER	OLD WORLD LEDGE	MONARCH	CORONADO STONE

FOR MATERIAL AND FINISH DETAILS SEE SHEET C-1D MATERIAL BOARD



4 SOUTHWEST ELEVATION
3/16" = 1'-0"

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ARCHITECT ENGINEER SEAL

CONSULTANT

GBT REALTY CORPORATION

REVISION / ISSUE HISTORY

REV	DATE	REVISION / ISSUE NAME

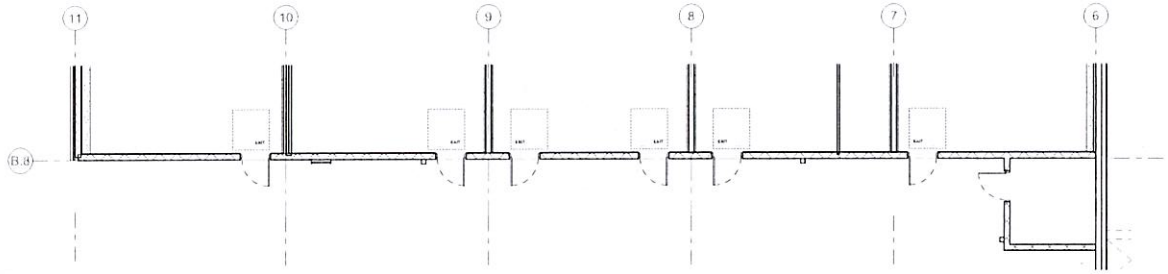
PROJECT NO	DRAWN BY
20250502	JR
PERMIT SUB DATE	CHECKED BY
-	ED

PROJECT
NEW SMYRNA BEACH RETAIL
US 44 & MYRTLE AVE
NEW SMYRNA BEACH, FL

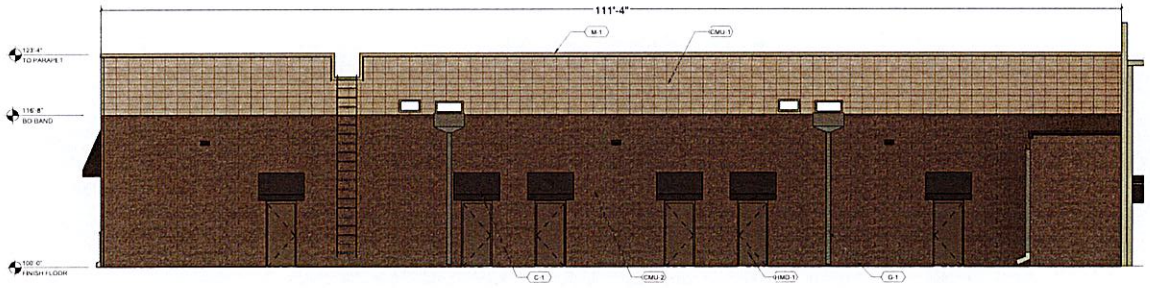
CLIENT
GBT REALTY CORPORATION
9010 OVERLOOK BOULEVARD
BRENTWOOD, TN 37027

SHEET TITLE
PHASE 1 - INLINE RETAIL SHOPS ELEVATIONS

SHEET NO | REV
C-1B



1 SOUTHEAST PLAN
3/16" = 1'-0"



Block Type	Area(sq ft)	Percentage (%)
Smooth Face	702	27.46%
Split Face	1854	72.54%
Total	2556	100.00%

2 SOUTHEAST ELEVATION
3/16" = 1'-0"

Material & Color Schedule

TYPE	MATERIAL	FINISH	COLOR	NOTES
G-1	ALUMINUM GUTTER & DOWNSPOUT		DARK BRONZE	PROVIDE SPLASH BLOCK
SF-1	STOREFRONT MEDIUM STILE	ALUMINUM		KAWNEER OR EQUAL
HMD-1	HOLLOW METAL DOOR	PAINT (PPG 1000-5)	BEAR CUB - P10	
M-1	METAL PARAPET CAP	PAINT (PPG 1000-5)	BEAR CUB - P10	
C-1	CANVAS AWNING		BLACK	SUNBRELLA
CMU-1	SMOOTH FACE CMU	PAINT (PPG 1024-4)	MOTH GRAY - P12	STACKED BOND
CMU-2	SPLIT FACE CMU	PAINT (PPG 1000-5)	BEAR CUB - P10	RUNNING BOND
ST-1	DIRECT APPLIED STUCCO	PAINT (PPG 1024-4)	MOTH GRAY - P12	SAND D TEXTURE - PAINTED SYNTHETIC TOP COAT - MATTE Finish
SV-1	MANUFACTURED STONE SILL	900 SERIES	GREY	CORONADO STONE
SV-2	MANUFACTURED STONE VENEER	OLD WORLD LEDGE	MONARCH	CORONADO STONE

FOR MATERIAL AND FINISH DETAILS SEE SHEET C-1D MATERIAL BOARD

CUHACI PETERSON

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CONSULTANT

GBT REALTY CORPORATION

REVISION / ISSUE HISTORY

REV	DATE	REVISION / ISSUE NAME

PROJECT NO	DRAWN BY
20250502	Author
PERMIT SUB DATE	CHECKED BY
	Checker

PROJECT
NEW SMYRNA BEACH RETAIL
US 44 & MYRTLE AVE
NEW SMYRNA BEACH, FL

CLIENT
GBT REALTY CORPORATION
9010 OVERLOOK BOULEVARD
BRENTWOOD, TN 37027

SHEET TITLE
PHASE 1 - INLINE RETAIL SHOPS ELEVATIONS - REAR

SHEET NO
C-1C

REV



CANVAS AWNING

SUNBRELLA
"BLACK"
(C-1)



PAINT

PPG 1000-5
"BEAR CUB"
(P10)



PAINT

PPG 1024-4
"MOTH GRAY"
(P12)



STOREFRONT FINISH

"DARK BRONZE"
(SF-1)



SILL

CORONADO STONE
900 SERIES
"GREY"
(SV-1)



STONE VENEER

CORONADO STONE
OLD WORLD LEDGE
"MONARCH"
(SV-2)

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AR0018440
AARON WADE, ARNOLD

CONSULTANT

GBT REALTY CORPORATION

REVISION / ISSUE HISTORY

REV.	DATE	REVISION / ISSUE NAME

PROJECT NO	DRAWN BY
2025052	JS
PERMIT SUB DATE	CHECKED BY
	EG

PROJECT
NEW SMYRNA BEACH RETAIL

US 44 & MYRTLE AVE
NEW SMYRNA BEACH, FL

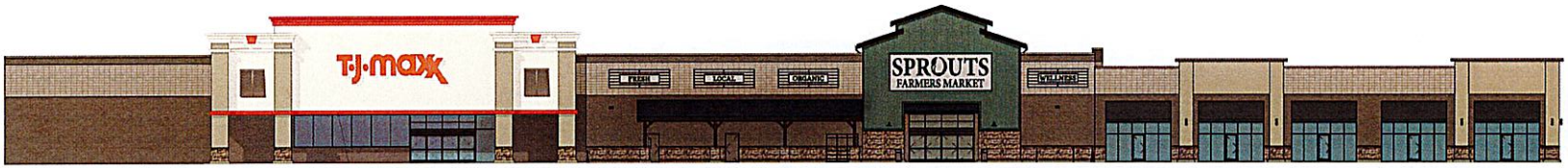
CLIENT
GBT REALTY CORPORATION

9010 OVERLOOK BOULEVARD
BRENTWOOD, TN 37027

SHEET TITLE
PHASE 1 - EXTERIOR BUILDING MATERIALS

SHEET NO
C-1D

REV.



1 OVERALL ELEVATION - TJ-MAXX - SPROUTS - RETAIL SHOPS
N.T.S.

TJ-MAXX TOTAL SIGNAGE AREA:
(7'-5" x 27'-0") = 200sf.



2 PARTIAL FRONT ELEVATION - TJ-MAXX & SPROUTS
N.T.S.

SPROUTS MAIN SIGNAGE AREA: (8'-0" x 25'-0") = 200sq.ft.

SPROUTS SECONDARY SIGNAGE AREA: 276.8sq.ft.
FREASH: 69.2sq.ft.
LOCAL: 69.2 sq.ft.
ORGANIC: 69.2 sq.ft.
WELLNESS: 69.2 sq.ft.



3 PARTIAL FRONT ELEVATION - SPROUTS & RETAIL SHOPS
N.T.S.

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REVISION / ISSUE HISTORY

REV	DATE	REVISION / ISSUE NAME

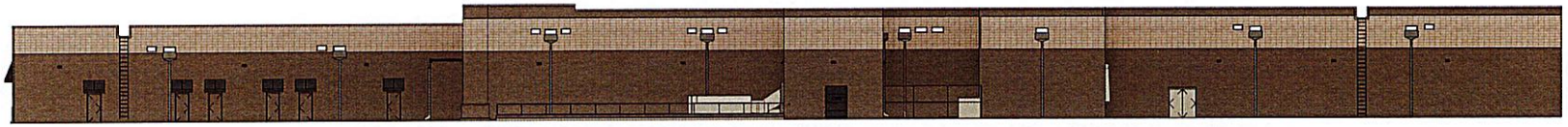
PROJECT NO	DRAWN BY
2025R63	Author
PERMIT SUB DATE	CHECKED BY
	Checker

PROJECT
NEW SMYRNA BEACH RETAIL
US 44 & MYRTLE AVE
NEW SMYRNA BEACH, FL

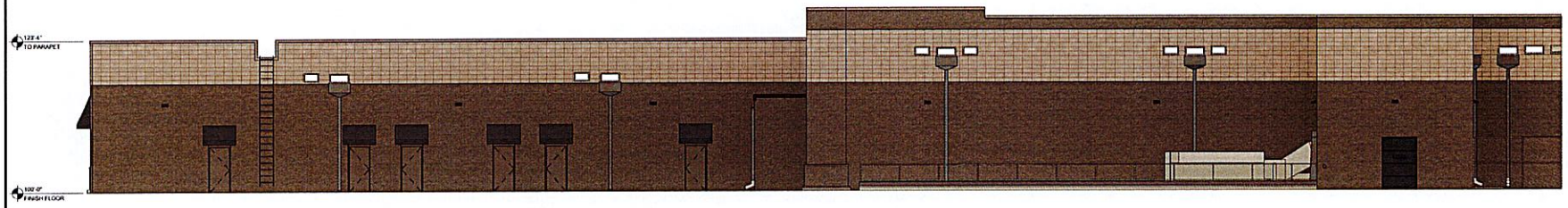
CLIENT
GBT REALTY CORPORATION
9012 OVERLOOK BOULEVARD
BRENTWOOD, TN 37027

SHEET TITLE
PHASE 1 - OVERALL BUILDING FRONT ELEVATIONS

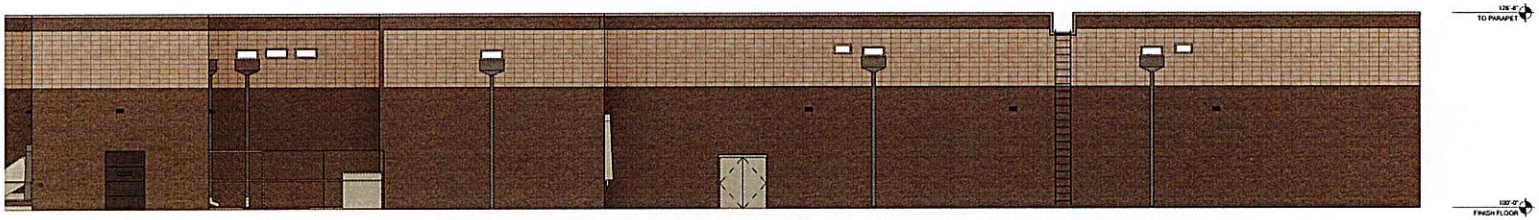
SHEET NO: C-2 REV



1 REAR PARTIAL ELEVATION - RETAIL, SPROUTS & TJ-MAX
N.T.S.



2 REAR PARTIAL ELEVATION - RETAIL & SPROUTS
N.T.S.



3 REAR PARTIAL ELEVATION - SPROUTS & TJ-MAXX
N.T.S.

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REVISION / ISSUE HISTORY

REV	DATE	REVISION / ISSUE NAME

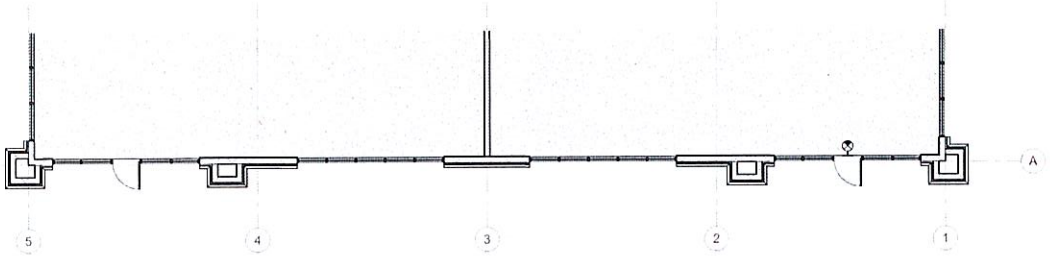
PROJECT NO	DRAWN BY
20250502	Author
PERMIT SUB DATE	CHECKED BY
-	Checker

PROJECT
NEW SMYRNA BEACH RETAIL
US 44 & MYRTLE AVE
NEW SMYRNA BEACH, FL

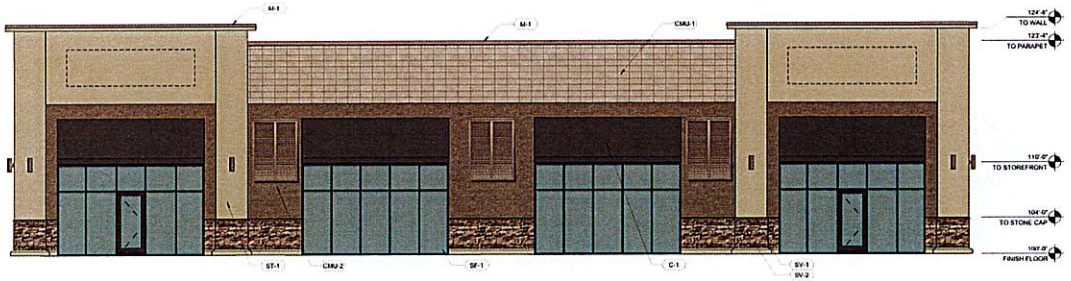
CLIENT
GBT REALTY CORPORATION
9016 OVERLOOK BOULEVARD
BRENTWOOD, TN 37027

SHEET TITLE
PHASE 1 - OVERALL
BUILDING REAR ELEVATIONS

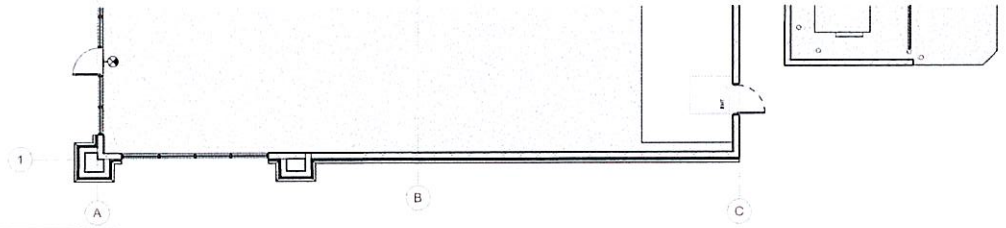
SHEET NO: C-3
REV:



1 NORTHWEST PLAN
3/16" = 1'-0"



2 NORTHWEST ELEVATION
3/16" = 1'-0"

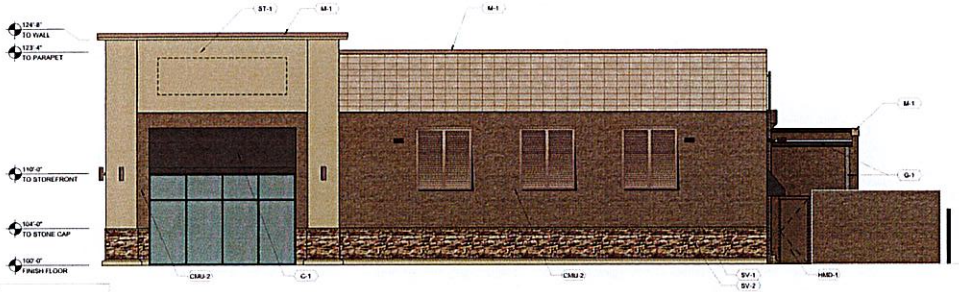


3 SOUTHWEST PLAN
3/16" = 1'-0"

Material & Color Schedule

TYPE	MATERIAL	FINISH	COLOR	NOTES
G-1	ALUMINUM GUTTER & DOWNSPOUT		DARK BRONZE	PROVIDE SPLASH BLOCK
SF-1	STOREFRONT	ALUMINUM		KAWNEER OR EQUAL
HMD-1	MEDIUM STILE HOLLOW METAL DOOR	PAINT (PPG 1000-5)	BEAR CUB - P12	
M-1	METAL PARAPET CAP	PAINT (PPG 1000-5)	BEAR CUB - P12	
C-1	CANVAS AWNING		BLACK	SUNBRELLA
CMU-1	SMOOTH FACE CMU	PAINT (PPG 1024-4)	MOTH GRAY - P12	STACKED BOND
CMU-2	SPLIT FACE CMU	PAINT (PPG 1000-5)	BEAR CUB - P10	RUNNING BOND
ST-1	DIRECT APPLIED STUCCO	PAINT (PPG 1024-4)	MOTH GRAY - P12	SANDED TEXTURE - PAINTED SYNTHETIC TOP COAT - MATTE FINISH
SV-1	MANUFACTURED STONE SILL	900 SERIES	GREY	CORONADO STONE
SV-2	MANUFACTURED STONE VENEER	OLD WORLD LEDGE	MONARCH	CORONADO STONE

FOR MATERIAL AND FINISH DETAILS SEE SHEET C-1D MATERIAL BOARD



4 SOUTHWEST ELEVATION
3/16" = 1'-0"

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ARRON WADE ARNOLD

CONSULTANT

GBT REALTY CORPORATION

REVISION / ISSUE HISTORY

REV	DATE	REVISION / ISSUE NAME

PROJECT NO	DRAWN BY
20250502	JS
PERMIT SUB DATE	CHECKED BY
-	LD

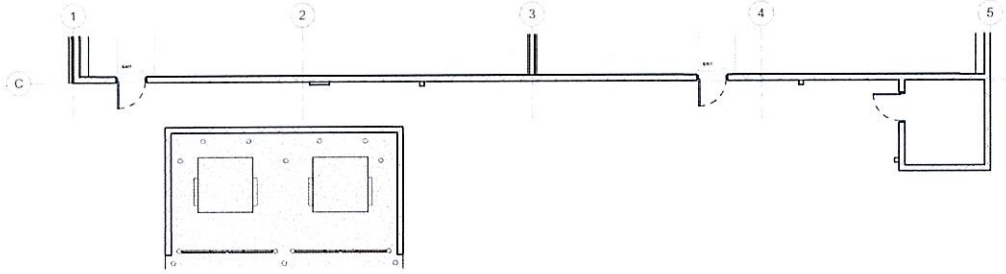
PROJECT
NEW SMYRNA BEACH RETAIL

US 44 & MYRTLE AVE
NEW SMYRNA BEACH, FL

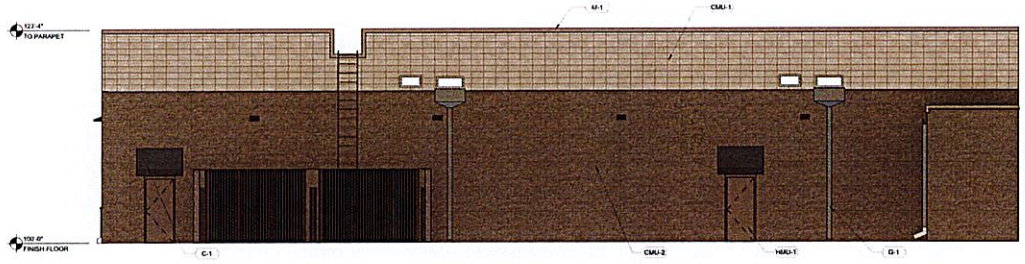
CLIENT
GBT REALTY CORPORATION
9010 OVERLOOK BOULEVARD
BRENTWOOD TN 37027

SHEET TITLE
PHASE 1 - PAD RETAIL SHOPS ELEVATIONS

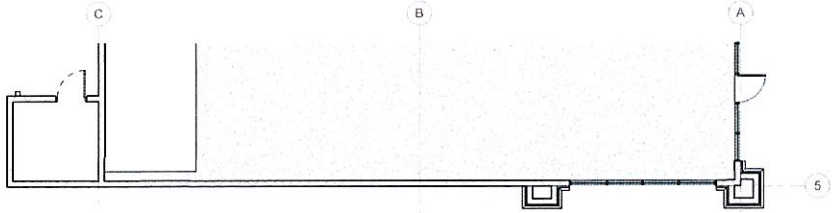
SHEET NO | REV
C-1B



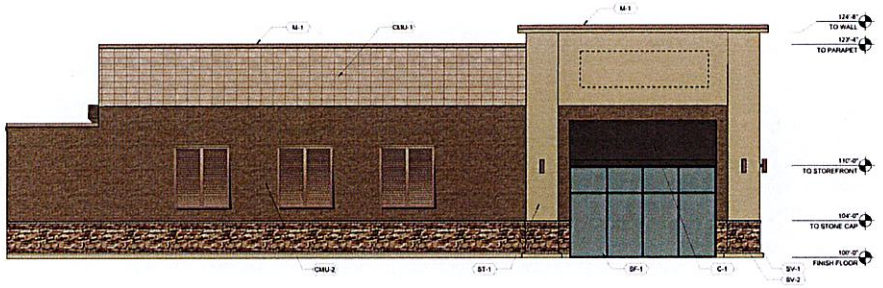
1 SOUTHEAST PLAN
3/16" = 1'-0"



2 SOUTHEAST ELEVATION
3/16" = 1'-0"



3 NORTHEAST PLAN
3/16" = 1'-0"



4 NORTHEAST ELEVATION
3/16" = 1'-0"

Material & Color Schedule

TYPE	MATERIAL	FINISH	COLOR	NOTES
G-1	ALUMINUM GUTTER & DOWNSPOUT		DARK BRONZE	PROVIDE SPLASH BLOCK
SF-1	STOREFRONT	ALUMINUM		KAWNEER OR EQUAL
HMD-1	MEDIUM STILE HOLLOW METAL DOOR	PAINT (PPG 1000-5)	BEAR CUB - P10	
M-1	METAL PARAPET CAP	PAINT (PPG 1000-5)	BEAR CUB - P10	
C-1	CANVAS AWNING		BLACK	SUNBRELLA
CMU-1	SMOOTH FACE CMU	PAINT (PPG 1024-4)	MOTH GRAY - P12	STACKED BOND
CMU-2	SPLIT FACE CMU	PAINT (PPG 1000-5)	BEAR CUB - P10	RUNNING BOND
ST-1	DIRECT APPLIED STUCCO	PAINT (PPG 1024-4)	MOTH GRAY - P12	SANDED TEXTURE - PAINTED SYNTHETIC TOP COAT - MATTE FINISH
SV-1	MANUFACTURED STONE SILL	900 SERIES	GREY	CORONADO STONE
SV-2	MANUFACTURED STONE VENEER	OLD WORLD LEDGE	MONARCH	CORONADO STONE

FOR MATERIAL AND FINISH DETAILS SEE SHEET C-1D MATERIAL BOARD

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ARCHITECT/ENGINEER SEAL

CONSULTANT

GBT REALTY CORPORATION

REVISION / ISSUE HISTORY

REV	DATE	REVISION / ISSUE NAME

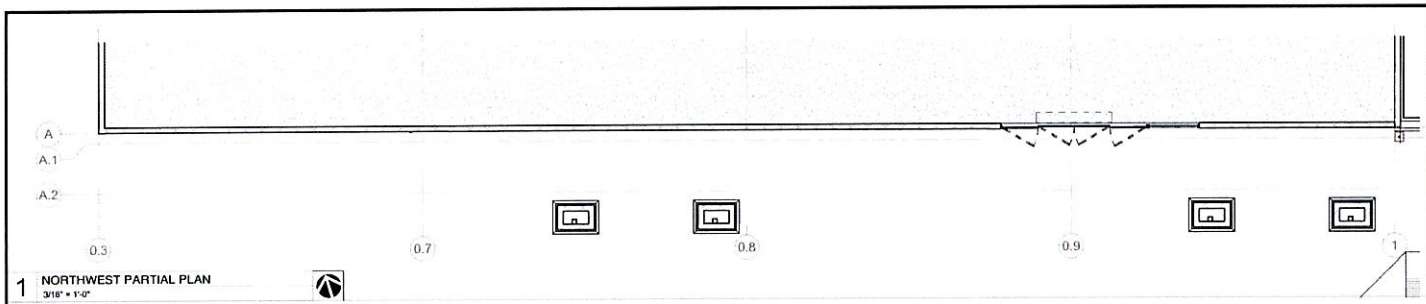
PROJECT NO	DRAWN BY
20250502	Author
PERMIT SUB DATE	CHECKED BY
-	Checker

PROJECT
NEW SMYRNA BEACH RETAIL
US 44 & MYRTLE AVE
NEW SMYRNA BEACH, FL

CLIENT
GBT REALTY CORPORATION
9010 OVERLOOK BOULEVARD
BRENTWOOD, TN 37027

SHEET TITLE
PHASE 1 - PAD RETAIL SHOPS ELEVATIONS

SHEET NO: C-1C
REV:



1 NORTHWEST PARTIAL PLAN
3/16" = 1'-0"

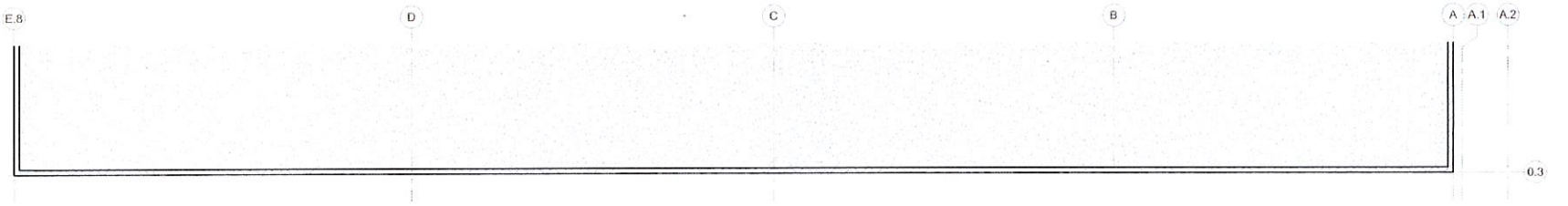
Material & Color Schedule				
TYPE	MATERIAL	FINISH	COLOR	NOTES
G-1	ALUMINUM GUTTER & DOWNSPOUT		DARK BRONZE	PROVIDE SPLASH BLOCK
SF-1	STOREFRONT	ALUMINUM	DARK BRONZE	KAWNEER OR EQUAL
HM-1	MTL. HOLLOW METAL DOOR	PAINT (PPG 1328-5)	BEAR CUB - P10	
M-1	METAL PARAPET CAP	PAINT (PPG 1328-5)	BEAR CUB - P10	
CMU-1	SMOOTH FACE CMU	PAINT (PPG 1024-4)	MOTH GRAY - P12	STACKED BOND
CMU-2	SPLIT FACE CMU	PAINT (PPG 1328-5)	BEAR CUB - P10	RUNNING BOND
P-1	PAINT	PAINT (BM 2067-10)	NEON RED	
ST-1	DIRECT APPLIED STUCCO	PAINT	DRYVIT #141 CHINA WHITE	SANDED TEXTURE - PAINTED SYNTHETIC TOP COAT - MATTE FINISH
ST-2	DIRECT APPLIED STUCCO	PAINT	DRYVIT #110 VAN DYKE	SANDED TEXTURE - PAINTED SYNTHETIC TOP COAT - MATTE FINISH
SV-1	MANUFACTURED STONE SILL	900 SERIES	GREY	COLORADO STONE
SV-2	MANUFACTURED STONE VENEER	OLD WORLD LEDGE	MONARCH	COLORADO STONE

FOR MATERIAL AND FINISH DETAILS SEE SHEET C-1C MATERIAL BOARD

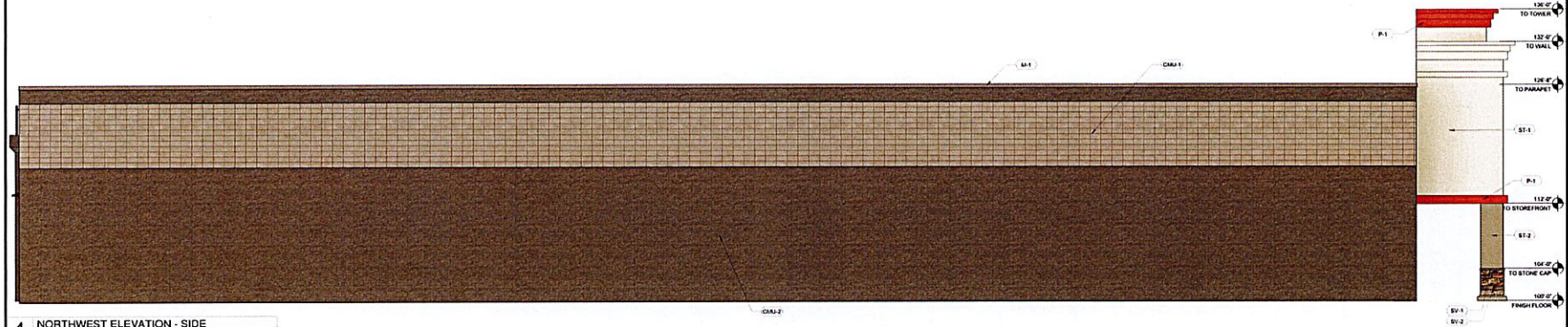
TJ-MAXX TOTAL SIGNAGE AREA:
(7'-5" x 27'-0") = 200sf.



2 NORTHWEST ELEVATION - FRONT
3/16" = 1'-0"



3 NORTHEAST PARTIAL PLAN
3/16" = 1'-0"



4 NORTHWEST ELEVATION - SIDE
3/16" = 1'-0"

CUHACI PETERSON
2600 Maitland Center Parkway
Suite #200
Maitland, FL 32751
P (407) 661-9100
F (407) 661-9101
c-p.com

ARCHITECT/ENGINEER SEAL

CONSULTANT

GBT REALTY CORPORATION

REVISION / ISSUE HISTORY

REV	DATE	REVISION / ISSUE NAME

PROJECT NO 2025050	DRAWN BY JS
PERMIT SUB DATE -	CHECKED BY ED

PROJECT
NEW SMYRNA BEACH RETAIL
US 44 & MYRTLE AVE
NEW SMYRNA BEACH, FL

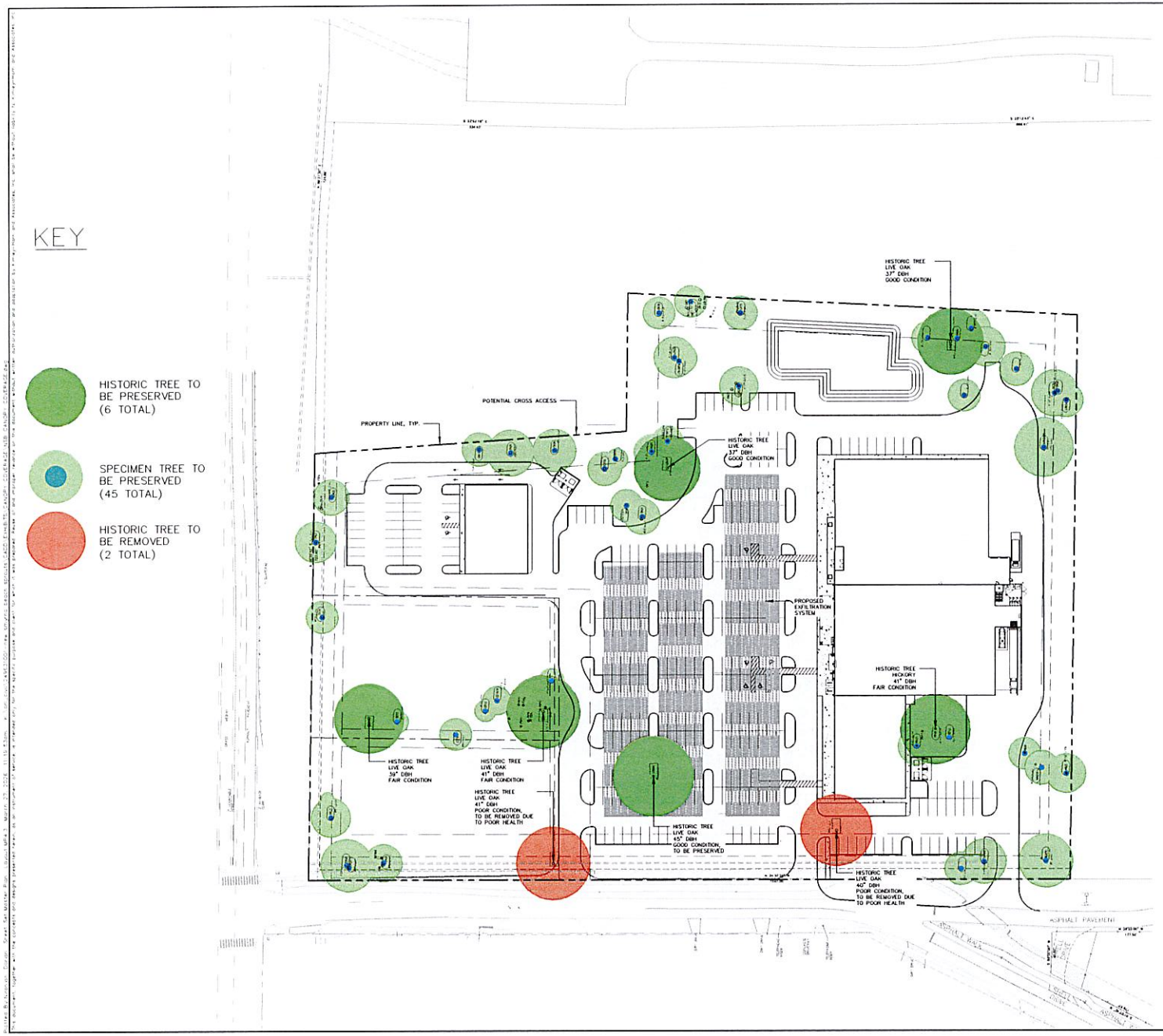
CLIENT
GBT REALTY CORPORATION
5010 OVERLOOK BOULEVARD
BRENTWOOD, TN 37027

SHEET TITLE
PHASE 1 - TJ-MAXX FRONT /SIDE ELEVATIONS

SHEET NO C-1B REV

EXHIBIT D

Landscape Plan



Kimley»Horn

© 2026 KIMLEY-HORN AND ASSOCIATES INC
200 S ORANGE AVE, SUITE 600, ORLANDO, FL 32801
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

REVISIONS

No	DATE	BY

KHA PROJECT 268510001
DATE 03/27/2026
SCALE AS SHOWN
DESIGNED BY -
DRAWN BY VDS
CHECKED BY BAL

LICENSED PROFESSIONAL
BRENT A. LEVEN P.E.
FLORIDA LICENSE NUMBER 78537
DATE 03/27/2026

TREE CANOPY EXHIBIT

MASTER DEVELOPMENT PLANS

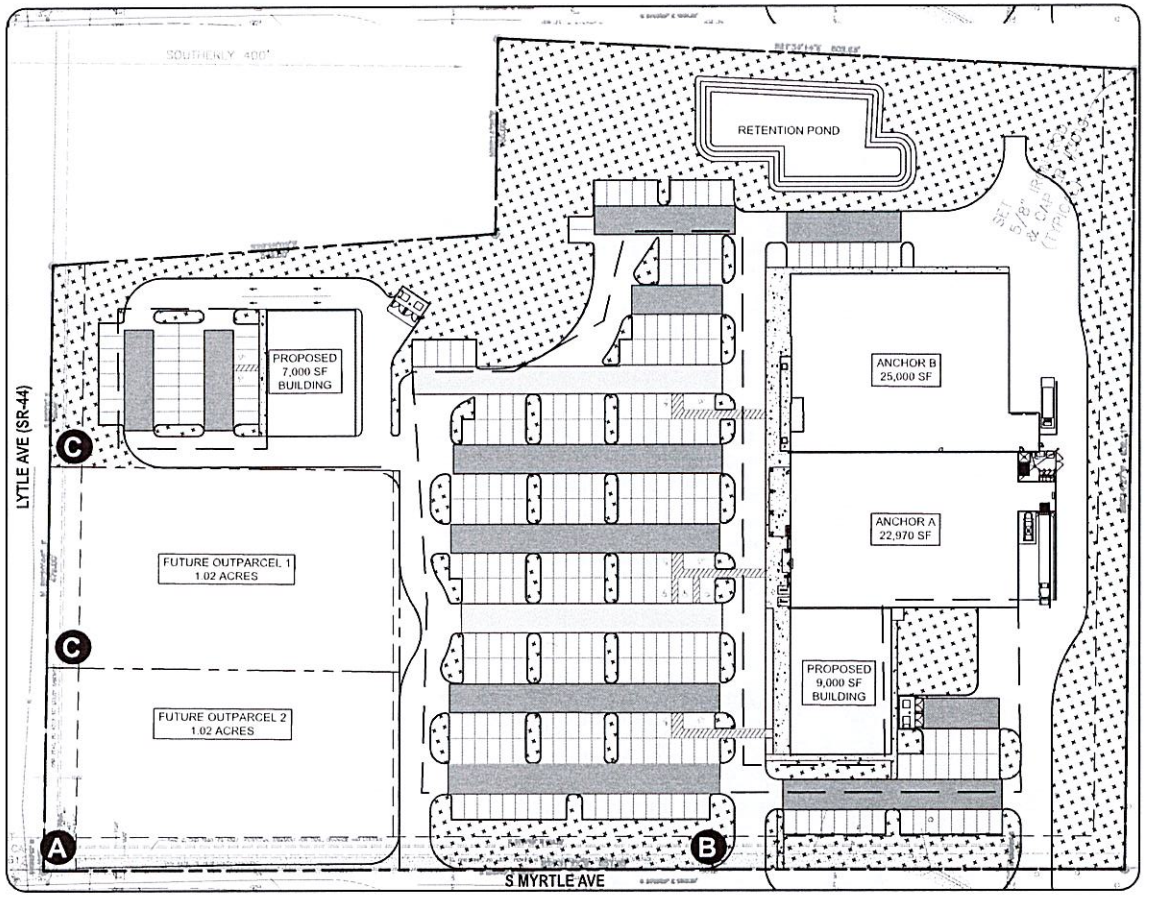
NEW SMYRNA BEACH FLORIDA

SHEET NUMBER
MP4.3

EXHIBIT E

Sign Plan

SIGNAGE EXHIBIT - LOCATION OVERVIEW



A = SHOPPING CTR SIGN (15' TALL / 90 SF)

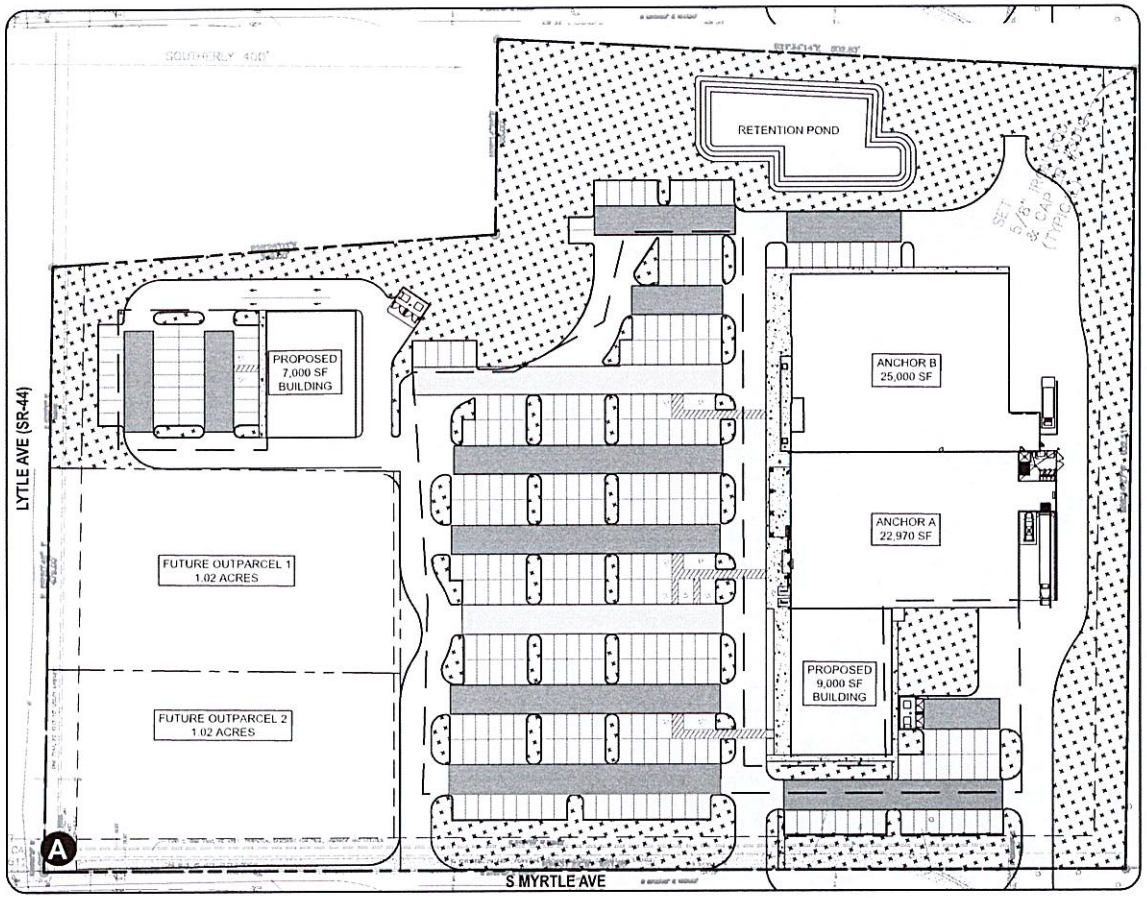
B = MONUMENT (15' TALL / 62 SF)

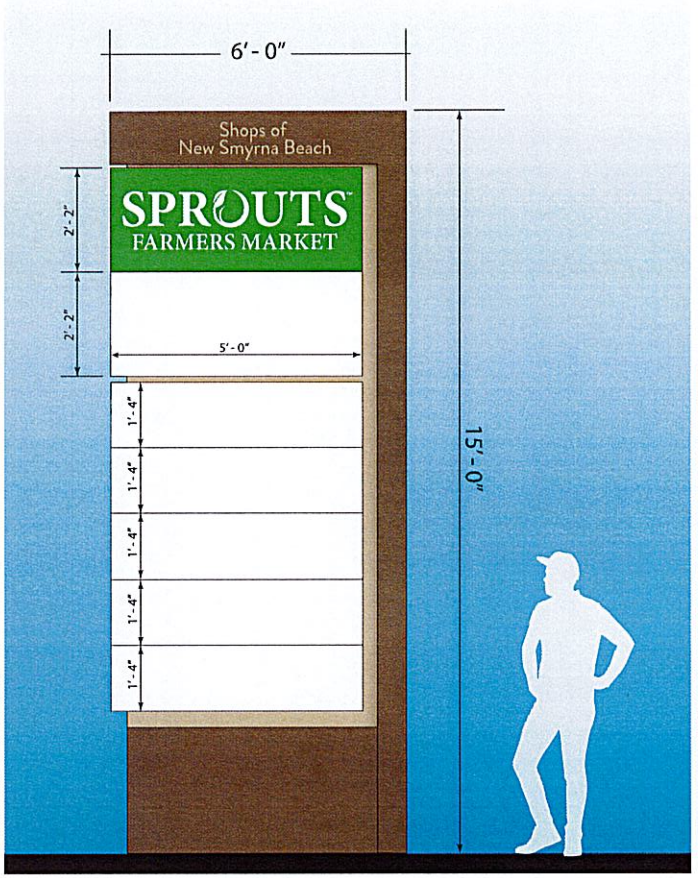
C = MONUMENT (8' TALL / 46 SF)

US-1 & LYTLE AVENUE
NEW SMYRNA BEACH, FL

GBT REALTY CORPORATION

SIGNAGE EXHIBIT - SHOPPING CENTER SIGN (A)



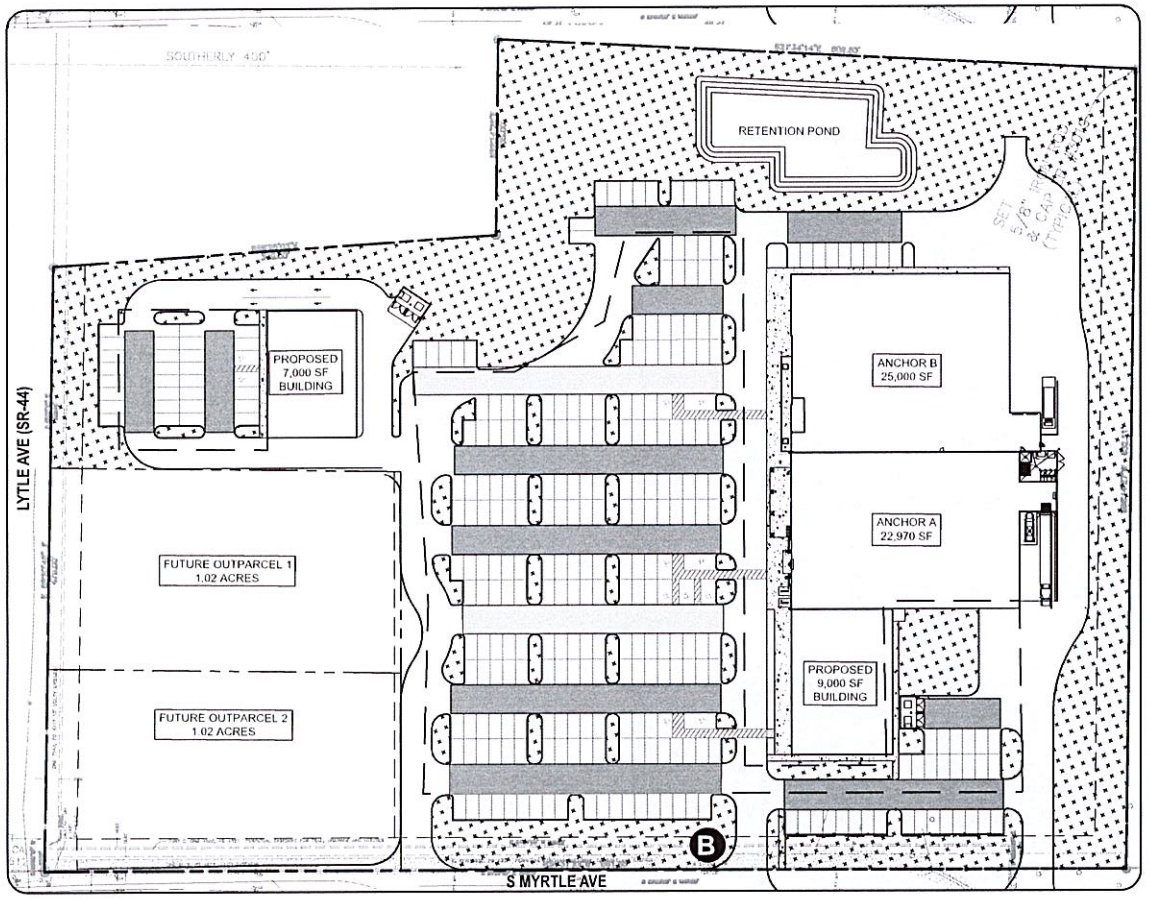


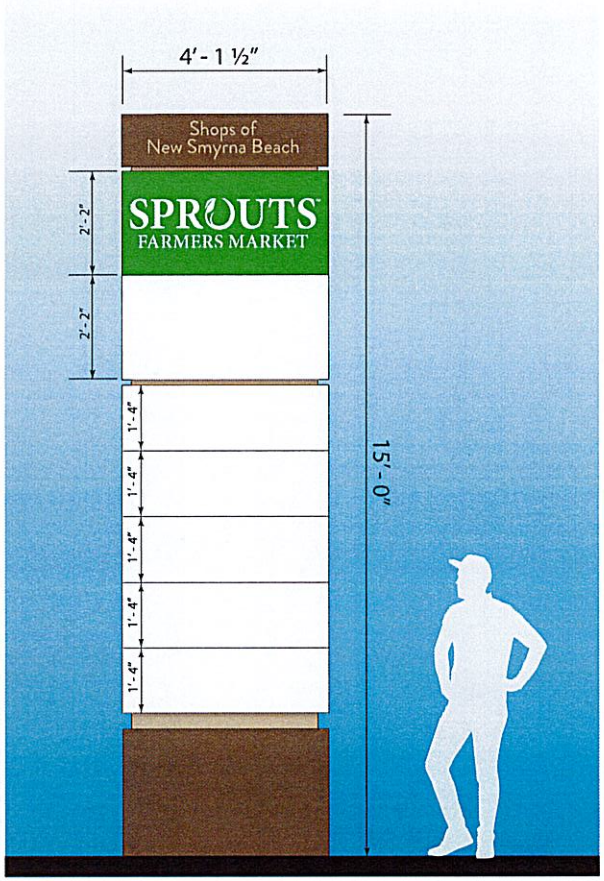
(Sign A: 90 SF)

US-1 & LYTLE AVENUE
NEW SMYRNA BEACH, FL

GBT REALTY CORPORATION

SIGNAGE EXHIBIT - SHOPPING CENTER SIGN (B)



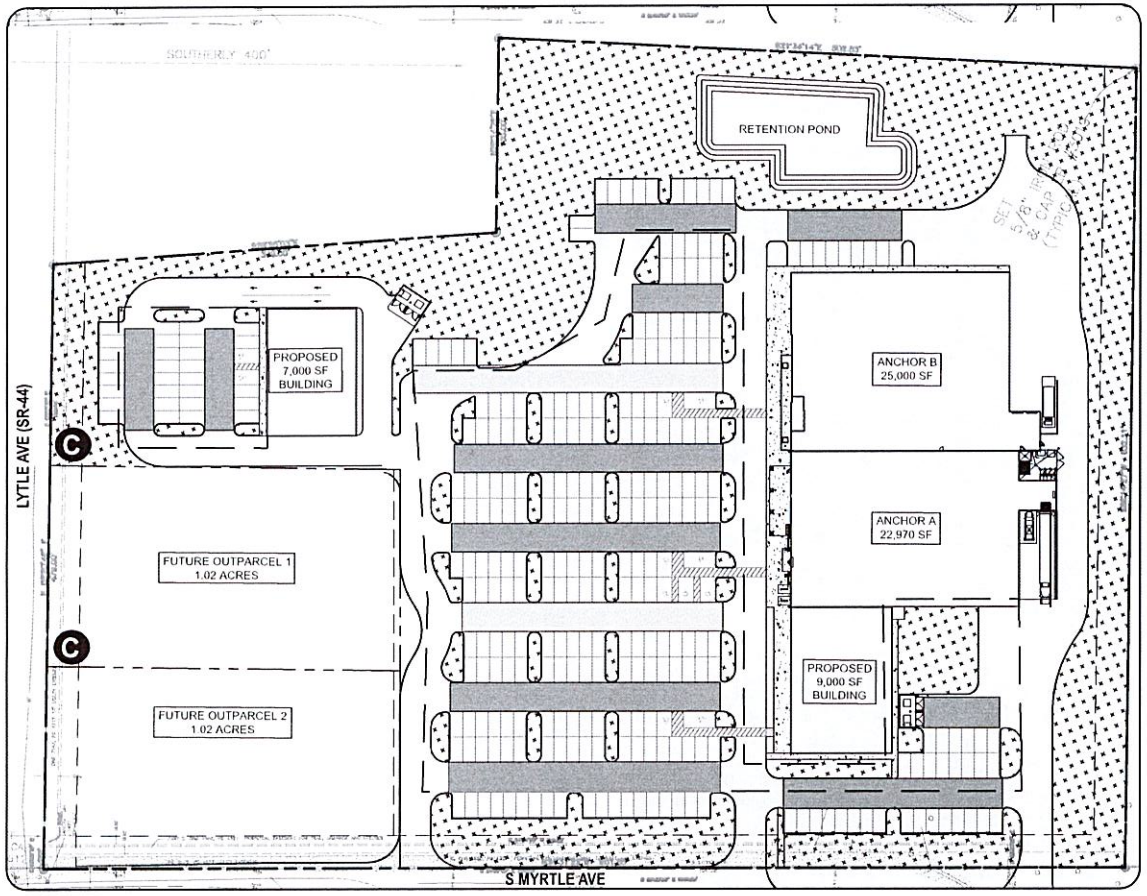


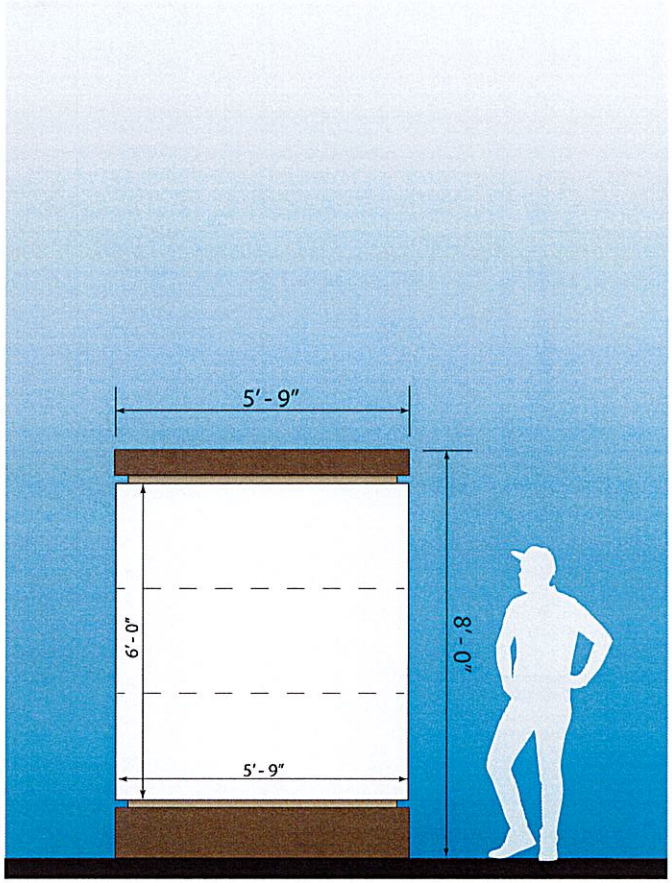
(Sign B: 62 SF)

US-1 & LYTLE AVENUE
NEW SMYRNA BEACH, FL

GBT REALTY CORPORATION

SIGNAGE EXHIBIT - OUTPARCEL MONUMENT (C)





(Sign C: 46 SF)

US-1 & LYTLE AVENUE
NEW SMYRNA BEACH, FL

GBT REALTY CORPORATION

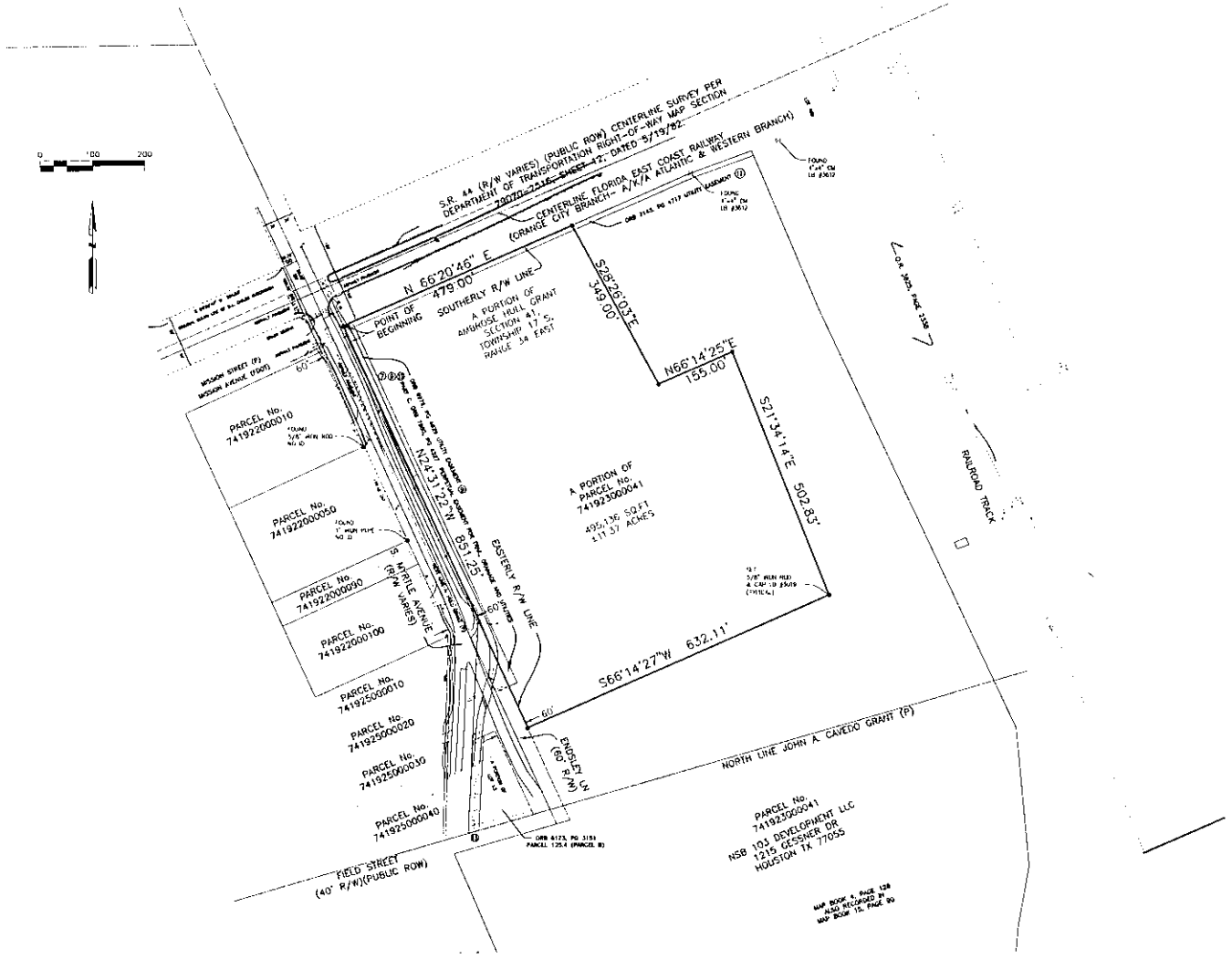
EXHIBIT F

Sketch Plat

ALTA / NSPS LAND TITLE
& TOPOGRAPHIC SURVEY

FOR

GBT REALTY CORPORATION



NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 5

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

NO.	DESCRIPTION	SURVEY DATE	JOB NUMBER	CHECKED BY
1	ADD TOPO & SURVEY	4-4-25	25-0655	J. HATTENDORF
2	ADD ADJOINERS & SURVEY	4-4-25	25-0655	J. HATTENDORF
3	FINAL ON SITE SURVEY	4-4-25	25-0655	J. HATTENDORF
4	TAKE VERTICALS			
5	ADD TOPO & SURVEY			

ALTA / NSPS LAND TITLE SURVEY AND TOPOGRAPHIC SURVEY FOR:
507 MYRTLE STREET
NEW SMYRNA BEACH, FLORIDA
CLIENT: GBT REALTY CORPORATION

FIELD DATE: JULY 30, 2025	FIELD BOOK: 1558	
PARTY CHIEF: J. PENFIELD / E. DELMICK	PAGE (S): 47, 50, 51, 55	
DRAWN BY: J. MOELLER	FIELD BOOK: 1560	
CHECKED BY: J. HATTENDORF	PAGE (S): 15, 24, 25-28	

PROJECT: 07104
JOB: 25-0655
SCALE: 1"=100'
SHEET: 3 OF 5

FILE: K:/25/25655 SHRVL'S A,T&T 25-0655 A,T&T.DWG

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

APPOINTMENT PLANNING AND ZONING BOARD: CONSIDER THE APPOINTMENT OF ONE (1) CITIZEN TO FILL A VACANCY FOR AN UNEXPIRED TERM ENDING OCTOBER 31, 2027.

April 14, 2026

Background:

The Planning and Zoning Board is composed of seven (7) members who must be residents of the City. The board reviews site plans, subdivision plats and variance requests; the board also reviews and makes recommendations to the City Commission on street vacations and any other matters referred to them by the City Commission; the board also reviews and makes recommendations on comprehensive plan amendments, Land Development Regulation amendments and annexations, etc. The board meets on the first Monday of each month in the City Commission Chambers.

Findings:

The term is set to expire on October 31, 2027. The opening is due to the resignation of Larry Wheatcraft.

Applications were received from the following citizens that wish to be considered for appointment:

- Dustin Bell, 513 Luna Bella Lane
- Teresa Corbett, 803 Ease 13th Avenue
- Gary Eliopoulos, 301 South Orange Street
- Davin Lannin, 1700 Saxon Drive
- Jeffrey Lawrence, 51 Bogey Circle
- Dorothy Negrin, 1873 Bayview Drive
- Joel Paige, 827 East 12th Avenue
- Kyle Sawchuk, 837 Dougherty Street
- Cynthia Sniezak, 512 Yupon Avenue
- Brooks Weiss, 4314 Gull Cove
- Robert John Werner, 4314 Gull Cove

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Dustin Bell.pdf
Teresa Corbett.pdf
Gary Eliopoulos.pdf
David Lannin.pdf
Jeffrey Lawrence.pdf
Dorothy Negrin.pdf
Joel Paige.pdf
Kyle Sawchuk.pdf
Cynthia Sniezak.pdf
Brooks Weiss.pdf
Robert Werner.pdf
Planning and Zoning Roster April 2026.pdf

Boards & Commissions Application

Profile

Dustin
First Name

Bell
Last Name

dustindbell40@gmail.com
Email Address

513 Luna Bella Ln
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (386) 444-0951
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Planning & Zoning Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 4

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

5 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Mundelein High School

College(s)

Keiser University

Degrees held

BS Sports and Golf Management

Dustin_Bell_Resume_2025.docx
Upload a Resume

Work Experience

US ARMY
Employer

Asymmetric Warfare Advosor
Job Title

Please describe your work experience, if any.

Rapid solution development for current and emerging threats happing worldwide. Connection of resources for filling capability gaps in a high adrenaline, fast paced environment.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I have been a proud resident of New Smyrna Beach with my wife and two young children. After serving 20 years in the U.S. Army, including a decade in special operations, I retired and transitioned into community and business development here in Florida. My professional background includes leadership, management, and program development. I am interested in serving on the Planning and Zoning Board because I care deeply about the responsible growth and development of New Smyrna Beach. This city has given my family a wonderful place to live, and I want to help ensure that future development balances economic opportunity, environmental sustainability, and the preservation of our unique coastal character. I bring a disciplined, team-oriented mindset, strong organizational skills, and a genuine commitment to serving the public. By joining the board, I hope to contribute a thoughtful perspective, represent the interests of families and residents, and support decisions that will benefit both current and future generations of our community.

References

Name of Reference #1 (Please do not list current elected officials)

Michelle Turenne

Address of Reference #1

25 Broadway st New York New York, 10004

Telephone Number of Reference #1

+1 (646) 379-7567

Email address of reference #1

Mturenne@thoracic.org

Nature of your relationship (business/personal).

Supervisor

Name of Reference #2 (Please do not list current elected officials)

Nick Roukas

Address of Reference #2

4051 Roselawn Ave, Columbus, IN, 47203

Telephone Number of Reference #2

(765) 744-2766

Email Address of Reference #2

nick.roukas@gmail.com

Nature of your relationship (business/personal).

Professional, Army Senior Officer

Name of Reference #3 (Please do not list current elected officials)

Dr. David Eubanks

Address of Reference #3

706 Ladyfish Ln New Smyrna Beach FL, 32168

Telephone Number of Reference #3

8477364453

Email address of Reference #3

Davidheubanks@gmail.com

Nature of your relationship (business/personal).

Personal

Dustin Bell
New Smyrna Beach FL, 32168
386-444-0951 | dustindbell40@gmail.com
LinkedIn

QUALIFICATIONS HIGHLIGHTS

- Proven leader with 20+ years of combined nonprofit, corporate, and military leadership experience.
- Skilled in donor cultivation, business development, and stewardship of corporate, individual, and major gifts.
- Track record of securing $500,000+ annually in corporate sponsorships and growing events by over 300%.
- Advanced experience in operations management, vendor negotiations, and strategic planning.
- Excellent communicator with history of building relationships with C-suite executives, high-level donors, and government officials.
- Contract negotiation, logistics planning, cross-functional team experience

EDUCATION

Keiser University – Flagship Campus — West Palm Beach, FL
Bachelor of Science, Sports Management — 08/2025

SKILLS

Technical: CRM database management, donor prospecting tools, and Microsoft Office Suite

CERTIFICATIONS

Project Management Professional (PMP) — 03/2024
Advanced Combat Medical Assistance (Combat Medical Assistance) — 01/2023
Military Deception Planners Certification — 10/2022

WORK EXPIERENCE

American Thoracic Society — New Smyrna Beach, FL
Manager, Industry Operations & Sponsorship Fulfillment — 10/2022

- Secured $500,000+ annually in corporate sponsorships from major pharmaceutical companies.
- Expanded the Respiratory Innovation Summit from a $100K event to $500K and tripled attendance.
- Managed fulfillment of sponsorship deliverables, communications, and vendor contracts.
- Cultivated executive-level donor relationships, generating $250,000+ in annual giving memberships.

United States Army — Fort Campbell, KY
First Sergeant, Senior Director — 10/2020 - 10/2022

- Directed operational improvements across supply chain, finance, HR, IT, and logistics.
- Developed contingency plans for crisis management and operational disruptions.
- Ensured compliance with workplace safety regulations and military standards.
- Oversaw long-term growth strategies and communication across departments and partners.

Dustin Bell

United States Army — Fort Meade, MD
Asymmetric Warfare Special Forces — 01/2003 - 10/2020

- Conducted 10 combat deployments worldwide over 20 years.
- Instructed 3,000+ sniper candidates as Sniper Instructor & Director of Safety.
- Developed training budgets, safety curriculum, and authored Guantanamo Bay Military Corrections doctrine.
- Collaborated with White House officials as part of the Asymmetric Warfare Group Command Team.
- Led counter-IED strategy development, saving lives in global conflict zones.
- Held Top Secret/SCI clearance.

MILITARY EXPIERENCE

Active Duty Soldier — 01/2003 – 04/2023

- Completed 10 combat deployments worldwide.

Courses Completed

Basic Leader Course, Advanced Leaders Course, Master Leaders Course, First Sergeants Course, Sniper School, Asymmetric Warfare Assessment and Selection, Operator Trainers Course, Military Deception Planners Course, Survive, Evade, Resist, Escape (SERE) Course, Anti-Terrorism Basic and Advanced Drivers Course, Combatives Level 1, 2, and 3, Air Assault School, Master Rappelling Course

Awards and Decorations

Bronze Star Medal (2), Meritorious Service Medal (2), Army Commendation Medal with Valor, Army Commendation Medal (7), Army Achievement Medal (4), National Defense Service Medal, Afghanistan Campaign Medal with 3 Campaign Stars, Iraq Campaign Medal with 3 Campaign Stars (4 tours)

AWARDS / ACHIEVEMENTS

Presidential Commendation – American Thoracic Society

VOLUNTEER ACTIVITIES

- Active community fundraiser and veteran mentor
- Supporter of nonprofit events focused on healthcare innovation
- Volunteer coach and mentor for youth athletics

DUSTIN BELL

BUSINESS DEVELOPMENT/ STRATEGIC PLANNING

P 386.444.0951 E dustindbell40@gmail.com A New Smyrna Beach, FL L in/bellfitcft

OBJECTIVE

Experienced, self-motivated business strategist with an extensive leadership background seeking an opportunity with the city of New Smyrna Beach. Exceptional interpersonal, teambuilding and communication skills – with the ability to analyze, promote and present complex ideas to internal and external stakeholders. Project Management Professional (PMP). Strong understanding of the importance of industry partnerships and the impact these relationships have on navigating and promoting corporate work efforts.

EXPERIENCE

Operations Specialist
First Sergeant – U.S. Army
November 2020 - Present

- Earned Commanding General Cup for Best Human Resources Metrics across the 101" Airborne Division of over 20,000 soldiers
- Facilitated Human Resource onboarding and training for over 500 soldiers
- Mentored and prepared candidates for training in specialized leadership positions
- Successfully organized structured events and planned extensively for developing high-level training and processes
- Familiarity with aspects of Waterfall and Agile methodology (ongoing PMP Certification)

Asymmetric Warfare Special Forces Operational Advisor
January 2016 – November 2020

- Managed training for 1,200 soldiers and civilians on Counter Drone Procedures in a heavily contested combat environment
- Identified, reverse-engineered and implemented rapid solution development on counter Improvised Explosive Devices found in remote locations around the world, saving countless lives
- Nominated by the AWG Command Team to represent the U.S. Army to talk through specific problems and strategic solutions found worldwide to key leaders and White House officials
- Conducted assessments on critical infrastructure stateside and overseas and helped manage a small team to implement solutions to potential problems
- Selected by the New York Department of Emergency Services to create a task force to help manage a major training exercise for over 200 FDNY and NYPD personnel

KEY SKILLS

- PUBLIC POLICY DEVELOPMENT
- STRATEGIC PLANNING
- TEAM BUILDING/LEADERSHIP
- RISK ASSESSMENT
- PROBLEM SOLVING
- FACILITATING PARTNERSHIPS
- COMMUNICATION & STAKEHOLDER BRIEFINGS
- MARKETING DIRECTIVES
- GOVERNMENT AGENCY LIAISON
- COMMUNITY OUTREACH

EDUCATION

Project Management Professional (PMP) Certification

Asymmetric Warfare Group Special Forces Advanced Training

Harvard Business Negotiations class

Master Leaders Course Graduate
Master Sergeant U.S. Army

Bachelor of Science
Business Marketing
Liberty University

Master Fitness Certification
International Sports Science Association

Proficient Microsoft Suite/Teams

RELEVANT COURSES

- JOINT MILITARY FIREPOWER COMMUNICATIONS
- MILITARY DECEPTION & ANALYTICS PLANNERS
- ADVANCED DRIVERS
- SURVIVE/EVADE/RESIST/ ESCAPE STRATEGIC
- SNIPER TRAINING
- ASYMMETRIC WARFARE GROUP PROFESSIONAL TEAM BUILDING

Guantanamo Bay Liaison – Training and Mentoring
January 2010 – April 2016

- Trained 873 soldiers to assume duties as Guantanamo Bay Detention Facility Guards
- Conducted small unit instruction and practical exercises to ensure proper Standard Operating Procedures were adhered to, including moving detainees throughout the facility
- Travelled to GITMO over 16 times to ensure classes being presented were current and implemented critical instruction changes to the debarment of the U.S. Army
- Chosen to develop an Army-wide program of instruction for court proceedings in GITMO that was adopted throughout all overseas trial services

Sniper Section Sergeant
June 2005 – January 2010

Machine Gunner
March 2003 – June 2005

AWARDS & ACHIEVEMENTS

- Bronze Star Medal x2
- Meritorious Service Medal x2
- Army Commendation Medal with Valor
- Army Commendation Medal x7
- Army Achievement Medal x4
- National Defense Service Medal
- Afghanistan Campaign Medal with 3 Campaign Stars; 4 Tours
- Iraq Campaign Medal with 3 Campaign Stars; 4 Tours
- Inherent Resolve Campaign Medal with Campaign Star
- Global War on Terrorism Service Medal
- Global War on Terrorism Expeditionary Medal
- NCO Professional Development Ribbon x4
- Army Service Ribbon
- Army Overseas Ribbon x5
- NATO Medal
- Combat Infantryman's Badge
- Expert Infantryman's Badge
- Air Assault Badge

REFERENCES

Available Upon Request

CERTIFICATIONS

Security Planners Certificate - Work with security cells of U.S. Embassies, as well as host nations, to ensure security needs are being met

TRUSTED LEADER

- **10 Combat Deployments** (3 Iraq, 4 Afghanistan, 1 Syria, 2 Africa)
- **Top Secret Security Clearance**
- **Conducted Liaison Duties between multiple agencies including the FBI, CIA, DEA, White House and Senior Leaders of the Pentagon**
- **20 Years Military Service in the U.S. Army (retired 2022)**

COMMUNITY MINDED

Volunteer Award 2015
Support of multiple schools in El Paso, Texas for promoting education and leadership initiatives

Facilitated community support , media communication and engagement for multiple military humanitarian efforts overseas

Boards & Commissions Application

Profile

Teresa
First Name

Corbett
Last Name

teresacorbett386@gmail.com
Email Address

803 E 13th Ave
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32169
Postal Code

Home: (407) 694-0456
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Planning & Zoning Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

(•) Yes ( ) No

What zone do you live in? *

[x] Zone 2

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

Parents moved here in 1987 we bought a business here in 2013 and moved here full time in 2019

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

( ) Yes (•) No

If yes, please provide amplifying information.

Educational Background

High School

Titusville High School

College(s)

Valencia College

Degrees held

Associates of Arts - 1987 Bachelor of Applied Science - Business and Organizational Leadership - 2020 Ongoing - MBA in Entrepreneurship and Family Enterprise - 2020 - present

Teresa_Corbett_Zoning_Board_Resume_and_Statement_FINAL.pdf
Upload a Resume

Work Experience

Kincaid Realty / Self Employed Small Business Owner
Employer

Realtor / Owner Operator of Angel Inn the Sand, LLC
Job Title

Please describe your work experience, if any.

I am currently an active Realtor for Kincaid Realty, owner and primary operator of Angel Inn the Sand, LLC a beachfront vacation rental property. In addition I am a managing partner at Murru Associates, LLC, a Marine Consulting Business, helping to design and develop large scale animal habitats in addition to being a marine animal welfare expert working primarily with the American Humane Society as an Animal Welfare Auditor for Zoo's and Aquariums worldwide.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Board of Realtors, Sophie's Circle Dog Rescue, American Humane Society - Animal Welfare Auditor. Pro-bono work for neighbors to assist with emergency permitting and grant applications following Hurricanes Ian and Nicole of 2022 with FDEP Florida Department of Environmental Protection, Volusia County and the City of New Smyrna.

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

We own a small business / beachfront vacation rental but I do not foresee any financial interests or business ties that could come before the board. We currently have it listed on the market to sell so that my husband can enjoy his retirement!

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

My interest in serving on the City of New Smyrna Beach Zoning and Planning Board stems from a lifelong belief in common-sense solutions that put our friends, family, neighbors, and citizens first. Having lived and worked in New Smyrna Beach for many years, I care deeply about the balance between growth, sustainability, and preserving the character of our coastal community. With over 35 years of professional experience in operations management, real estate, environmental permitting, and community development, I bring a strong understanding of both the business and regulatory sides of planning. My work assisting residents with emergency coastal permitting and FEMA grants after Hurricanes Ian and Nicole gave me firsthand insight into how thoughtful zoning decisions can protect our neighborhoods and strengthen community resilience. I believe that progress comes from collaboration, innovation, and common sense — working together as friends, family, and neighbors, while leveraging modern technology and transparent communication. My goal is to help ensure that New Smyrna Beach continues to thrive as a place where businesses, families, and the environment coexist harmoniously. Serving on this board would allow me to contribute my leadership experience, practical problem-solving approach, and passion for community service toward maintaining the unique charm and livability of our city.

References

Name of Reference #1 (Please do not list current elected officials)

Roger Kincaid

Address of Reference #1

141 Canal St, New Smyrna Beach, FL 32168

Telephone Number of Reference #1

386-846-0049

Email address of reference #1

roger@rogerkincaid.com

Nature of your relationship (business/personal).

Business

Name of Reference #2 (Please do not list current elected officials)

Buddy Davenport

Address of Reference #2

1305 State Rd 44, New Smyrna Beach, FL 32168

Telephone Number of Reference #2

386-405-0681

Email Address of Reference #2

Nature of your relationship (business/personal).

Personal & Business

Name of Reference #3 (Please do not list current elected officials)

Glenn Ringel

Address of Reference #3

1207 Hill Street New Smyrna Beach, FL 32169

Telephone Number of Reference #3

407-697-3150

Email address of Reference #3

glennringel@gmail.com

Nature of your relationship (business/personal).

Personal

Boards & Commissions Application

Profile

Gary
First Name

Eliopoulos
Last Name

gary@eliarch.com
Email Address

301 S. Orange St.
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Mobile: (561) 715-6635
Primary Phone

Business: (561) 276-6011
Alternate Phone

Which Boards would you like to apply for?

Planning & Zoning Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

○ Yes ◉ No

What zone do you live in? *

☑ Zone 1

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

4 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Chelmsford High School, Ma

College(s)

Pratt Institue, NY

Degrees held

Bachelor's in Architecture

2025_06_06_GARY_CV.pdf
Upload a Resume

Work Experience

GE Architecture Inc.
Employer

President
Job Title

Please describe your work experience, if any.

Been practicing architecture in South Florida since the early 1990's and have been fortunate to have worked on all kinds of projects ranging from government buildings, historic preservation, commercial and high-end residential. I have severed on many city boards over the years, various volunteer community charrettes (City Master Plans, Pineapple Grove Main St Plan, Lake Ida Design Guidelines, Beach Overlay Guidelines) to name a few.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

◉ Yes ○ No

If yes, please provide amplifying information.

Currently do not have have any business ties in New Smyrna but do plan on doing architecture within the next year or two.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I would like to continue serving on boards, like I have done for the City of Delray Beach over the last 30 years or so for New Smyrna Beach. I believe my architectural background can be an asset to a board like Planning and Zoning.

References

Name of Reference #1 (Please do not list current elected officials)

Mr. David Schmidt

Address of Reference #1

Simon and Schmidt 766 SE 5th Ave Delray Beach, Fl. 33483

Telephone Number of Reference #1

561-278-2601

Email address of reference #1

david@simonandschmidt.com

Nature of your relationship (business/personal).

business

Name of Reference #2 (Please do not list current elected officials)

Ms. Evelyn Dobson

Address of Reference #2

CEO, Delary Beach Land Trust 145 SW 12th Ave Delray Beach, 33444

Telephone Number of Reference #2

561-243-7500

Email Address of Reference #2

dobsoon@mydelraybeach.com

Nature of your relationship (business/personal).

business

Name of Reference #3 (Please do not list current elected officials)

Mr. David Brandt

Address of Reference #3

Executive Director, HFA of Palm Beach County 100 Australian Ave, Suite 410 West Palm Beach, 33406

Telephone Number of Reference #3

561-233-3652

Email address of Reference #3

dbrandt@pbcgov.org

Nature of your relationship (business/personal).

business

GARY P ELIOPOULOS
CURRICULUM VITAE
PRINCIPAL

Mr. Eliopoulos has been practicing architecture in the State of Florida since 1985, during which time he has developed an extensive portfolio of work and knowledge pertinent from custom high-end residential homes to hospitality and commercial development.

EDUCATION

PRATT INSTITUTE Bachelor of Architecture, 1985

REGISTRATION

Architect: Certified: Florida # AR 0017527
Certified: Maine # 2544
Certified: New Hampshire #2899
NCARB # 41,939

PROFESSIONAL AFFILIATIONS

Member	**Palm Beach County Housing Finance Authority Advisory Board**
Vice President	**Delray Beach Community Land Trust**
Former President	Delray Beach Community Land Trust
Member	American Institute of Architects – National, State and Palm Beach County
Former Member	Delpac
Former Vice Mayor	City of Delray Beach
Former Vice Chair	South Central Regional Wastewater Treatment and Disposal Board
Former Member	Palm Beach County Cultural Council
Former Member	Palm Beach County Tourist Development Council
Former Member	Lake Ida Property Owners Association - “Design Guidelines”
Former Vice Chair	City of Delray Planning and Zoning (2005 - 2007)
Former Member	Beach Property Owners Association - “Design Guidelines”
Former Member	Design Guidelines, Pineapple Grove Main Street
Former Chairman	City of Delray Beach Site Plan Review and Appearance Board (2001 - 2004)
Former Vice Chair	City of Delray Beach Planning and Zoning Board (1995 - 2000)
Former Vice Pres.	Pineapple Grove Main Street Executive Committee
Former Member	School Advisory Council, Pine Grove Elementary School
Former Chair	Large Home Task Force
Former Member	Leadership Delray

Boards & Commissions Application

Profile

David
First Name

Lannin
Last Name

dlannin34@gmail.com
Email Address

1700 Saxon Drive
Home Address

Suite or Apt

NSB
City

FL
State

32169
Postal Code

Mobile: (901) 326-4614
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Planning & Zoning Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

(•) Yes ( ) No

What zone do you live in? *

[x] Zone 2

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

3 yrs

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

( ) Yes (•) No

If yes, please provide amplifying information.

Educational Background

High School

Yes

College(s)

Yes

Degrees held

BS Ag Econ

Upload a Resume

Work Experience

Retired
Employer

Retired
Job Title

Please describe your work experience, if any.

Retired CTA. 40 plus yrs in commercial agriculture both International and Domestic.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

Involve myself with the community. I have volunteered to serve on an HOA board as VP and President of the ARC.

References

Name of Reference #1 (Please do not list current elected officials)

Brad Miller

Address of Reference #1

6980 Burnt Siena Cir Naples FL 34109

Telephone Number of Reference #1

239-293-2851

Email address of reference #1

iambradleymiller@gmail.com

Nature of your relationship (business/personal).

Personal

Name of Reference #2 (Please do not list current elected officials)

Melissa Sloan

Address of Reference #2

6421 Autumn Woods Blvd Naples FL. 34109

Telephone Number of Reference #2

239-682-0993

Email Address of Reference #2

melissasloan@3advice.com

Nature of your relationship (business/personal).

Personal

Name of Reference #3 (Please do not list current elected officials)

Terry Pollard

Address of Reference #3

7070 Sugar Magnolia Cir Naples FL. 34109

Telephone Number of Reference #3

248-302-5093

Email address of Reference #3

cep1934@aol.com

Nature of your relationship (business/personal).

Personal

Boards & Commissions Application

Profile

Jeffrey
First Name

Lawrence
Last Name

jeffrey.lawrence2013@gmail.com
Email Address

51 Bogey Cir
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (386) 314-7876
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Planning & Zoning Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 3

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

8 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Northeast High

College(s)

Santa Fe College

Degrees held

Microsoft Office certified

Lawrence__Jeffrey_-_Planning___Zoning_Board_Application.pdf
Upload a Resume

Work Experience

Please see below
Employer

Please see below
Job Title

Please describe your work experience, if any.

40 years with Kraft Nabisco. Sales and logistics.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Volunteer firefighter, HOA president. My company B' On Time Concierge has adopted 27 Ave Beachside park.

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

My buisness provides schedule airport transportation. I am home based with no brick and mortar. I live beachside NSB.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

Life long Floridian who grew up in Ft.Lauderdsle. I’ve seen how important planning and zoning is on the overall health of a community.

References

Name of Reference #1 (Please do not list current elected officials)

Vicki Langrell

Address of Reference #1

2931 Gibraltar Blvd New Smryna Beach, FL 32168

Telephone Number of Reference #1

(253) 283 - 1704

Email address of reference #1

vicki.langrell@gmail.com

Nature of your relationship (business/personal).

personal

Name of Reference #2 (Please do not list current elected officials)

John Vazquez

Address of Reference #2

248 Golf Club Drive New Smyrna Beach, FL 32168

Telephone Number of Reference #2

(386) 314 - 9044

Email Address of Reference #2

nsbrealtor@cfl.rr.com

Nature of your relationship (business/personal).

personal

Name of Reference #3 (Please do not list current elected officials)

Steve Gorny

Address of Reference #3

Paradise Beach Weddings

Telephone Number of Reference #3

386-690-4555

Email address of Reference #3

paradisebeachweddingsnsb@gmail.com

Nature of your relationship (business/personal).

personal

Hurtubise, Wendy

From: noreply@civicplus.com
Sent: Monday, July 27, 2020 11:14 AM
To: McQuillen, Kelly; City Clerk
Subject: Online Form Submittal: Boards & Committees Application

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

If you are having problems viewing this HTML email, click to view a Text version.

Boards & Committees Application

Thank you for your interest in public service with the City of New Smyrna Beach! To get started, please check the box next to the Board(s) you are interested in. Please note that all Boards are subject to Florida's Sunshine Law. Boards with asterisks require you to file of a financial disclosure form within 30 days of appointment.

Airport Advisory Board	[ ]
Animal Control Board	[ ]
Building Trades Board	[ ]
Charter Review Committee	[ ]
Code Enforcement Board *	[ ]
Community Development Block Grant Board	[ ]
Economic Development Advisory Board *	[ ]
Fire Pension Board *	[ ]
Golf Advisory Board	[ ]
Historic Preservation Commission *	[ ]
Housing Authority	[ ]
Investment Committee	[ ]
Leisure Services Advisory Board	[ ]
Neighborhood Council	[ ]
Planning and Zoning Board *	[X]
Police Pension Board *	[ ]
Utilities Commission	[ ]
Full Name*	Jeffrey Lawrence
Street Address*	600 Yupon Ave
City*	New Smyrna Beach
State*	FL
ZIP Code*	32169
Phone	3863147876
E-mail	Jeffrey.lawrence2013@gmail.com
Are you registered to vote in the City of New Smyrna Beach?*	(X) Yes ( ) No
If yes, in which Precinct?*	807
Which Zone do you live in?*	[2 V]
How long have you been a City of New Smyrna Beach resident?	3
Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.*	( ) Yes (X) No
If yes, please provide amplifying information.	
Are you currently serving on another Board?*	( ) Yes (X) No
If yes, which Board and when were you appointed?	
EDUCATIONAL BACKGROUND	
High School	Northeast High
College	Santa Fe College
Degree(s) held	

Please describe your work experience, if any.	40 years worth Kraft Nabisco. Sales and logistics.
Please describe any prior community involvement, if any.	Volunteer firefighter, HOA president. My company B' On Time Concierge has adopted 27 Ave Beachside park.
Please describe your interests and hobbies, if any.	Beach, boating.
Why do you desire to serve on this(these) boards?	Life long Floridian who grew up in Ft.Lauderdsle. I've seen how important planning and zoning is on the overall health of a community.
Do you have any financial interests or business ties that could potentially come before the board(s) you selected during your term? If yes, please provide amplifying information.	My buisness provides schedule airport transportation. I am home based with no brick and mortar. I live beachside NSB.
Have you had official business before the Board(s) you selected within the last five (5) years? If yes, please provide amplifying information.	No

REFERENCES: Please provide the name, address, telephone number, e-mail address, and the nature of your relationship (business/personal) for any references you'd like entered for consideration.

Reference 1	Vicki Langrell 2931 Gibraltar Blvd., NSB,32168 Vicki.langrell@Gmail.com 253-283-1704 Friend
Reference 2	John Vazquez 248 Golf Club Dr. New Smyrna beach, 32168 Nsbrealtor@cfl.rr.com 386-314-9044 Friend
Reference 3	Steve Gorny Paradise beach wedding's Paradisebeachweddingsnsb@gmail.com

If you have any questions about the duties and responsibilities of any Boards, please explore the 'Boards & Committees' section of this website or contact the City Clerk's Office at clerk@cityofnsb.com or (386) 410-2630.

By submitting this form, you agree that any Board member missing more than three (3) consecutive meetings (to include two (2) regular meetings) or four (4) regular meetings in a calendar year shall be automatically removed from their position.

Thank you for taking the time to fill out this form. Your interest in serving your community is appreciated!

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:
http://www.cityofnsb.com/Admin/FormHistory.aspx?SID=14071

The following form was submitted via your website: Boards & Committees Application

Airport Advisory Board: not checked

Animal Control Board: not checked

Building Trades Board: not checked

Charter Review Committee: not checked

Code Enforcement Board *: not checked

Community Development Block Grant Board: not checked

Economic Development Advisory Board *: not checked

Fire Pension Board *: not checked

Golf Advisory Board: not checked

Historic Preservation Commission *: not checked

Housing Authority: not checked

Investment Committee: not checked

Leisure Services Advisory Board: not checked

Neighborhood Council: not checked

Planning and Zoning Board *: checked

Police Pension Board *: not checked

Utilities Commission: not checked

Full Name: Jeffrey Lawrence

Street Address: 600 Yupon Ave

City: New Smyrna Beach

State: FL

ZIP Code: 32169

Phone: 3863147876

E-mail: Jeffrey.lawrence2013@gmail.com

Are you registered to vote in the City of New Smyrna Beach?: Yes

If yes, in which Precinct?: 807

Which Zone do you live in?: 2

How long have you been a City of New Smyrna Beach resident?: 3

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.: No

If yes, please provide amplifying information.:

Are you currently serving on another Board?: No

If yes, which Board and when were you appointed?:

High School: Northeast High

College: Santa Fe College

Degree(s) held:

Please describe your work experience, if any.: 40 years worth Kraft Nabisco. Sales and logistics.

Please describe any prior community involvement, if any.: Volunteer firefighter, HOA president. My company B' On Time Concierge has adopted 27 Ave Beachside park.

Please describe your interests and hobbies, if any.: Beach, boating.

Why do you desire to serve on this(these) boards?: Life long Floridian who grew up in Ft.Lauderdsle. I've seen how important planning and zoning is on the overall health of a community.

Do you have any financial interests or business ties that could potentially come before the board(s) you selected during your term? If yes, please provide amplifying information.: My buisness provides schedule airport transportation. I am home based with no brick and mortar. I live beachside NSB.

Have you had official business before the Board(s) you selected within the last five (5) years? If yes, please provide amplifying information.: No

Reference 1: Vicki Langrell 2931 Gibraltar Blvd., NSB,32168
Vicki.langrell@Gmail.com
253-283-1704
Friend

Reference 2: John Vazquez
248 Golf Club Dr. New Smyrna beach, 32168
Nsbrealtor@cfl.rr.com
386-314-9044
Friend

Reference 3: Steve Gorny
Paradise beach wedding's
Paradisebeachweddingsnsb@gmail.com

Additional Information:
Form submitted on: 7/27/2020 11:13:42 AM
Submitted from IP Address: 108.81.236.46
Referrer Page: No Referrer - Direct Link
Form Address: http://www.cityofnsb.com/Forms.aspx?FID=231

Boards & Commissions Application

Profile

Dorothy
First Name

Negrin
Last Name

doris.negrin@gmail.com
Email Address

1873 Bayview Dr.
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (305) 562-0483
Primary Phone

Business: (786) 732-6085
Alternate Phone

Which Boards would you like to apply for?

Planning & Zoning Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 3

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

2 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

South Miami Senior High School

College(s)

Florida International University, University of Miami School of Law

Degrees held

Bachelor of Arts Juris Doctorate

Dorothy_G_Negrin_-_Resume.pdf
Upload a Resume

Work Experience

Dorothy G Negrin, P.A.
Employer

Attorney
Job Title

Please describe your work experience, if any.

I am an attorney and certified by the Florida Bar in real estate law. I have been practicing law for 22 years in Florida and am also licensed in D.C. Please see attached resume for detailed work experience.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Florida Bar Grievance Committee member and chairperson; Florida Bar Committee on Unlicensed Practice of Law.

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I am now semi-retired and very interested in becoming involved in the local community and development of New Smyrna Beach. My husband and I relocated from South Florida about 2 years ago after visiting NSB yearly for many years on vacation. We love the city and I have a keen interest in getting involved. I believe that as a real estate attorney I will be able to use my experience in both real estate and the law to assist the local government in the planning and development of the area while preserving its unique character, which has made NSB such a wonderful place to live.

References

Name of Reference #1 (Please do not list current elected officials)

Jesus (Jessy) Romero

Address of Reference #1

708 S Cooper St., New Smyrna Beach, FL 32168

Telephone Number of Reference #1

305-934-1421

Email address of reference #1

Nature of your relationship (business/personal).

personal

Name of Reference #2 (Please do not list current elected officials)

Karen DiFilippo

Address of Reference #2

712 S, Cooper St., New Smyrna Beach, FL 32168

Telephone Number of Reference #2

757-434-0784

Email Address of Reference #2

Nature of your relationship (business/personal).

personal

Name of Reference #3 (Please do not list current elected officials)

Dayren Suarez

Address of Reference #3

680 East 49th St., Hialeah, FL 33013

Telephone Number of Reference #3

305-557-4304

Email address of Reference #3

dsuarez@miamilawgroup.com

Nature of your relationship (business/personal).

business

DOROTHY G. NEGRIN, B.C.S.

1873 Bayview Dr.
New Smyrna Beach, FL 32168
Tel: 786-732-6085
doris@negrinlaw.com

PROFESSIONAL

FLORIDA BAR BOARD CERTIFIED SPECIALIST IN REAL ESTATE LAW
BAR ADMISSIONS: FLORIDA (2004), DISTRICT OF COLUMBIA (2017)

SHAREHOLDER – DOROTHY G. NEGRIN, P.A.
2017 – Present

General litigation and transactional practice focusing on commercial and residential real property, including real property and title disputes, contract negotiations and drafting, due diligence, title, and settlement services. Practice includes the representation of individual and corporate clients in residential and commercial real estate litigation, title disputes, lien priority, foreclosures, landlord-tenant, and business matters from pre-litigation through appeals. Experienced as Outside General Counsel for South Florida real estate investment firm; drafting contracts, general corporate documents, agreements, purchase and sale transactions, and handling litigation on behalf of the company. Case handling from intake through discovery, mediation, resolution, trial, and appeals.

OF COUNSEL – McGlinchey Stafford.
2016 –2017

Practice focused on real estate and consumer finance litigation in all courts. Additional litigation practice areas include banking and finance, employment law, bankruptcy, and appeals. Case handling from intake through discovery, mediation, resolution, trial, and appeals.

OF COUNSEL - Rumberger, Kirk & Caldwell, P.A.
2014 –2016

Practice focused on complex commercial and real estate related litigation in all courts; commercial and residential real estate transactions including contract negotiations, title and settlement services. Additional litigation practice areas include banking and finance, premise liability and casualty defense, insurance defense, employment law, bankruptcy, and appeals. Case handling from intake through discovery, mediation, trial, and appeals.

SHAREHOLDER – NEGRIN & ASSOCIATES P.A.
2010 –2014

General litigation and transactional practice with a focus on complex commercial and real estate related litigation in all courts; commercial and residential real

estate transactions including contract negotiations, title and settlement services; bankruptcy, tort, and appeals. Case handling from intake through discovery, mediation, resolution, trial, and appeals.

ASSOCIATE - RUMBERGER, KIRK & CALDWELL, P.A.
2006 –2010

Litigation practice focusing on insurance defense, complex commercial, and real estate related matters, including the defense of premise liability and personal injury claims. Case handling from intake through discovery, mediation, arbitration resolution, trial, and appeals.

ASSOCIATE – MASE & GASSENHEIMER, PA.
2004 - 2006

Personal injury and insurance defense in all courts with emphasis on admiralty and maritime law in the defense of cruise line industry; commercial, employment, and real estate litigation. Case handling from intake through discovery, mediation, arbitration, resolution, trial, and appeals.

EDUCATION

LAW SCHOOL:

UNIVERSITY OF MIAMI SCHOOL OF LAW, Coral Gables, Florida
J.D. with *Cum Laude* Honors, December 2003
Ann Wrenn-King Scholar 2000 – 2003
Winner, Moot Court Competition, James Weldon Johnson Institute
James Weldon Johnson Fellow
Dean's List

COLLEGE:

FLORIDA INTERNATIONAL UNIVERSITY, Miami, Florida
B.A. (Political Science), May 1993
Dean's List

SELECTED BAR MEMBERSHIPS, ORGANIZATIONS AND HONORS

- Bar Admissions: Florida (2004), District of Columbia (2017)
- Florida Bar Board Certified Specialist in Real Estate
- U.S. District Courts of Florida (Southern, Middle, Northern)
- U.S. Bankruptcy Courts of Florida (Southern, Middle)
- Florida Bar Grievance Committee, Chairperson 2010 – 2013, 2016-2019.
- Florida Bar Unlicensed Practice of Law Committee, member (2019 – 2023).
- Florida Super Lawyers Rising Star, 2012- 2014
- Put Something Back, Pro Bono Service Award, 2010
- CABA – Cuban American Bar Association – Pro Bono Service Award - 2018
- Dade County Bar Association

Boards & Commissions Application

Profile

Joel
First Name

Paige
Last Name

conchkey83@yahoo.com
Email Address

827 E 12th Avenue
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32169
Postal Code

Home: (386) 410-9179
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Planning & Zoning Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 2

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

17 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Massapeque HS

College(s)

nassau state college, Suffield University, Lamar University, New Mexico Tech, San Francisco State College, Sonoma State College, San Francisco City Collge

Degrees held

AA, Hazmat, EMT, BA Wildland Fire training, Incident Response to Terrorist Bombings and Awareness Training,Advanced Firefighter Training National Wildfire Coordinating Group, PDF Laws of Contracts 1200,Real Estate school , BS Fire Science

Paige_-_EDAB.pdf
Upload a Resume

Work Experience

San Francisco Fire Department, Electrician
Employer

T/Lt
Job Title

Please describe your work experience, if any.

20 years of experience and retired from Fire Dept., 2 years electrician prior to Fire Dept employment. General construction, restaurant management 13 years in NSB, ranch and farm owner

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

NSB Mayoral Candidate 2018, NSB Commissioner candidate, zone 3, Smyrna Surfari Club, NSB Surf film festival, NSB Balloon Festival, Babe James Basketball league, YMCA Basketball league, Homes for Our Troops

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

community service to enhance and grow our city in an intelligent and livable manner keeping the quality of life and health we now enjoy.

References

Name of Reference #1

Palmer Wilson

Address of Reference #1

Donlon St New Smyrna Beach

Telephone Number of Reference #1

386-6635461

Email address of reference #1

wilsonpd@bellsouth.net

Nature of your relationship (business/personal).

personal

Name of Reference #2

Patricia Cobb

Address of Reference #2

28 Richmond Drive New Smyrna Beach

Telephone Number of Reference #2

386-314-3662

Email Address of Reference #2

Triciacobb@gmail.com

Nature of your relationship (business/personal).

personal

Name of Reference #3

Dan Taylor

Address of Reference #3

26 Richmond Drive New Smyrna Beach

Telephone Number of Reference #3

386-314-9372

Email address of Reference #3

danieljackksontaylor@gmail.com

Nature of your relationship (business/personal).

personal

RECEIVED

OFFICE OF THE CITY CLERK

DATE 11/8/19 WH

CITY OF NEW SMYRNA BEACH
ADVISORY BOARDS AND COMMISSIONS

VOLUNTEER APPLICATION

Thank you for your interest in serving the City of New Smyrna Beach. Completing this application is necessary so the City Commission can review it as part of their consideration of your appointment.

Please check the boards you wish to be considered for and number the order of the preference of your choice(s).

___ Airport Advisory Board

___ Animal Control Board

___ Building Trades Board

___ Code Enforcement Board*

✓ Economic Development Advisory Board*

___ Charter Review Committee

___ Community Development Block Grant Board* **(Note: Shall reside in an area defined by Volusia County Community Assistant as eligible to be served by CDBG Funds.)**

___ Fire Pension Board*

___ Golf Advisory Board

___ Historic Preservation Commission*

___ Housing Authority

✓ Leisure Activity Advisory Board

___ Neighborhood Council

___ Personnel Board

___ PlanningZoning Board*

___ Police Pension Board*

___ Turnbull Creek Land Preservation Committee

___ Utilities Commission

___ Other

ALL OF THE ABOVE BOARDS ARE SUBJECT TO THE SUNSHINE LAW. MEMBERS OF THE BOARD/COMMISSIONS WITH AN ASTERISK (*) ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF APPOINTMENT.

Full Name: Joel Paige

Street Address: 827 E 12th Ave

City: NSB State: FL Zip: 32169

~~Home~~ cell Phone Including Area Code: 512- 585- 1864

Business Phone Including Area Code: _____

Email Address: Conchlcy83 @ Yahoo.com

Are you a registered voter in New Smyrna Beach? ✓ Yes ___ No Precinct #: 3

City Commission District: Zone 3

How long have you been a New Smyrna Beach Resident? 12 yrs

Have you ever been convicted of a Federal or State felony as defined by State Law? (F.S. 775.08): ___ Yes ✓ No

Please Note: ***For the purposes of this question, any person who pleads guilty or nolo contendere or who is found guilty shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.***

If yes, please state when and what felony (ies)

_____

_____

_____

_____

Are you currently serving on a City board? NO If yes, when were you appointed and to which board? _____

REFERENCES: Please list three business and/or personal:

Passara Srikullar Paige 512-585-6473 Funnylucky2@Yahoo

Name, address, telephone number and email

_____

Name, address, telephone number and email

_____

Name, address, telephone number and email

EDUCATIONAL INFORMATION:

High School: Massapequa HS

College: Nassau CC NY.

Degree(s): AA, HazMat, EMT

WORK EXPERIENCE:

20 yrs SFFD

owner Offshore screen printing, owner Thai Mango

COMMUNITY INVOLVEMENT:

Candidate Mayor

INTERESTS/ACTIVITIES:

WHY DO YOU WANT TO SERVE ON THIS (THESE BOARD(S)?

Jobs Jobs Jobs, tech jobs

Medical jobs

DO YOU HAVE ANY BUSINESS THAT COULD POTENTIALLY COME BEFORE THIS BOARD DURING YOUR TERM? IF YES, DESCRIBE.

No

HAVE YOU HAD BUSINESS BEFORE THIS BOARD IN THE PAST FIVE (5) YEARS? IF YES, DESCRIBE.

No

You may include a resume or separate sheet with additional information.

Any member appointed by the City Commission to a board or commission of the City of New Smyrna Beach who misses more than three (3 consecutive meetings (including two [2] regular meetings or misses more than four (4 regular meetings in a calendar year of the board or commission shall be automatically removed from that board or commission. The City Commission at its next regular meeting shall be advised that the seat on the board or commission has become vacant. The City Commission shall fill the unexpired term of the vacant seat.

I understand the responsibilities associated with being a board member and I have adequate time to serve, if appointed.

Signature **Date** 11-8-19

If you have specific questions concerning the duties and responsibilities of any of the listed boards, please contact the City Clerk's office at 386-410-2630. **Return this application to the City Clerk, City Hall, 210 Sams Avenue, New Smyrna Beach, FL 32168 or email to clerk@cityofnsb.com**

YOUR INTEREST IN SERVING YOUR COMMUNITY IS APPRECIATED

Boards & Commissions Application

Profile

Prefix	First Name	Middle Initial	Last Name
	Kyle		Sawchuk

ksawchuk@ecslimited.com
Email Address

837 Dougherty Street
Home Address

Unit #2
Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Mobile: (386) 488-2045
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Planning & Zoning Board: Archived

Are you registered to vote in the City of New Smyrna Beach?

(•) Yes ( ) No

What zone do you live in? *

[x] Unknown

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

Just moved to NSB from Ft. Lauderdale

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

( ) Yes (•) No

If yes, please provide amplifying information.

Educational Background

High School

San Jauquin High School

College(s)

Florida Atlantic University

Degrees held

Bachelors in Architecture (BArch)

Kps-Resume.pdf
Upload a Resume

Work Experience

ECS Limited
Employer

Architect-Code Compliance
Senior Project Manager
Job Title

Please describe your work experience, if any.

I'm a Florida State Licensed Architect, Contractor, Building Inspector, Plans Examiner with 25 years of design & construction industry experience.

Community Involvement

Are you currently serving on another Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community groups or events you have been involved with:

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I love my wife and kids, they are number one. Camping, fishing, surfing, skateboarding, art, building

References

Name of Reference #1

Victor Faltas, PE

Address of Reference #1

2330 South Nova Drive South Daytona, FL

Telephone Number of Reference #1

386-846-0824

Email address of reference #1

Nature of your relationship (business/personal).

Business

Name of Reference #2

Deanna Atkinson

Address of Reference #2

1406 NE 18th Ave Ft. Lauderdale, FL

Telephone Number of Reference #2

754-265-5389

Email Address of Reference #2

Nature of your relationship (business/personal).

personal

Name of Reference #3

Brian Putnam

Address of Reference #3

5732 NW 119th Dr Coral Springs, FL

Telephone Number of Reference #3

954-593-3046

Email address of Reference #3

Nature of your relationship (business/personal).

personal

Kyle Sawchuk, RA
5732 NW 119th Drive
Coral Springs, FL
33076
(561) 710-8365
kyle.sawchuk@yahoo.com

Key Qualifications

- Florida Building Code-Special Inspector and Architectural and Structural Plans Examiner
- Experience as an Architect in the design and construction of large and commercial public facilities, including experience as a manager of staff
- Experience in educational facility planning, design and construction
- Ensure adherence to good safety procedures
- Follow Federal and State laws, as well as School Board policies
- Working knowledge in the application of Florida Administrative Code, Florida Building Code, and the Educational Facilities (SREF) and procedures pertaining to construction of educational facilities
- Effective verbal and written communication skills.
- Knowledge of LEED and/or Green Building standards
- Have performed other assigned duties consistent with the goals and objective of this position as assigned by the immediate supervisor or designee.
- Code review and enforcement
- Architectural & Construction Document Quality Assurance / Quality Control
- Coordination of Structural, Mechanical, Electrical, Plumbing and other building systems on construction documents
- Strong project management skills
- Coordination of multi-disciplinary consultants and sub-contractors
- Quality Assurance/Quality Control
- Construction Administration and Coordination
- Municipality coordination and permit processing
- Knowledge of building codes, laws, regulations and rules
- Experienced with the permitting process of county/municipal agencies and building departments
- Ability to read and interpret Contract Documents
- Serve as liaison to resolve code issues disputes between plans examiners and consultants
- Ability to select, supervise and evaluate professional, technical and clerical staff
- Frequent interaction with architects, engineers and contractors regarding the submission of Construction Documents that meet minimum code requirements as required by FS 553.80
- Conducted inspections and assisted with code interpretations as needed
- Review building plans, specifications, and the work of private architects, engineers and district staff engaged in projects for The School Board of Broward County, Florida to ensure compliance with Florida Building Code
- Assist the Chief Building Official and the Assistant Building Official in the establishment of work related procedures and polices
- Enforce Federal Emergency Management Agency (FEMA) rules and regulations
- Ensure compliance with accessibility requirements for Children's Environments and the Handbook for Public Playground Safety
- Provide professional, technical architectural expertise by supervising, managing or participating in the design and production of construction documents for district in-house projects for educational facility and ancillary buildings
- Conduct investigations, inspections, and surveys of SBBC sites and buildings in order to ascertain their existing physical status and feasibility of proposed construction, remolding, renovations, alterations and compliance with applicable codes
- Assist with code interpretations as requested
- Approve, sign and seal construction documents prepared under his own supervision as applicable to the architecture discipline and as allowed by Florida Codes and Statues

Experience (18 years)

The Office of Architecture, Fort Lauderdale, FL

President, Director of Design & Construction -2013-Present

- Prepare Architectural Proposal
- Supervise and manage employs to meet design deadlines and code compliance
- Code research, analysis and implementation
- Performing building inspections
- Prepare detailed construction reports and analyses
- Owner's representation and coordination
- Preparing and reviewing construction contracts
- Designing Life Safety Plans
- Architectural design
- Design / Build

Projects include:

- Cacic Lofts, Deerfield Beach, FL
- Doctor’s Office, Lake Worth, FL
- Think Escape, Fort Lauderdale, FL
- HOOD Distribution, Delray Beach, FL
- Hilex Water Remediation, West Palm Beach, FL
- Affordable Home Health Care, Fort Lauderdale, FL
- Plaza North Condominium, Fort Lauderdale, FL
- Gerdau Steel, Dania Beach, FL
- Sorgente Fire, Fort Lauderdale, FL
- Walenz Residence, Pompano Beach, FL
- Jones Residence, Ft. Lauderdale, FL
- Metro PCS, Miami FL
- Taco Shop, Pompano Beach, FL
- Rolyn Water Remediation, Miami Beach, FL

School Board of Broward County, Fort Lauderdale, FL

Senior Architect, Plans Examiner and Building Inspector -2019-2022

- Review of contract documents for Florida Building Code 2017 compliance
- Coordination with Design Professionals and Project Management
- Review drawings for code compliance with the Florida Building Code 2017
- Review design documents for compliance with Florida Statue 1013
- Implement School Board of Broward County Design Criteria
- Coordination of documents for compliance for State Requirements for Educational Facilities 2014
- Coordinate with team members across multiple disciplines for code compliance and clash detections
- Architectural, Structural & Life Safety Building Inspections
- Prepare project reports from plan review and building inspections
- Analysis engineering calculations for Florida Building Code 2017 compliance
- Review Project Manuals, Project Binders and Specifications to meet Broward County School Board’s standards
- Review consultant’s construction documents in order to ensure constructability and compliance with applicable codes, SBBC Design Criteria and standards, regulations and educational specifications
- Plan, schedule and review building plans, specifications and the work of private architects, engineers, and District personal engaged in projects for the School Board of Broward County to verify compliance with applicable codes

Projects include:

- Cypress Bay Senior High School, Weston, FL
- Flanagan Charles Senior High School, Pembroke Pines, FL
- Margate Elementary, Fort Lauderdale, Oakland Park, FL
- Nova Blanche Forman Elementary, Davie, FL
- Oriole Elementary, Lauderdale Lakes, FL
- Piper Senior High School, Sunrise, FL
- Plantation Park Elementary, Plantation, FL

West Architecture + Design, Lake Worth, FL

Senior Project Architect -2011-2013

- Preparation/Coordination of Proposals and Contracts
- Developing Spatial Programs
- Preliminary Budget Estimates
- Architectural Project Scheduling
- Client, Municipality and Construction Administration Meetings
- Administration of Project Phases-Pre-Design through Project Close-out

Projects include:

- BR Maintenance Facility, Liberia, Africa
- BR Port Master Plan, Liberia, Africa
- 219 South Dixie Highway, Lake Worth, FL
- Haverhill Medical Office, West Palm Beach, FL
- 1955 N.E. 4th Street, Deerfield Beach, FL
- Faith Farm Dormitories, Fort Lauderdale, FL
- PBIR Pit Suites, West Palm Beach, FL
- Soprema Offices, Pompano Beach, FL

CJL Engineering, Pittsburgh, PA

BIM Specialist / Virtual Construction Coordinator -2010-2011

- Virtual electrical design through Building Information Modeling
- Virtual Construction Coordination

Projects include:

- UPMC East, Monroeville, PA
- University of Pittsburgh Salk Hall, Pittsburgh, PA

JSA Architects, Pittsburgh, PA

Junior Architect -2005-2006,2008-2009

- Coordinated major consultants in development of contract documents
- Developed complex Building Information Models in Revit
- Attended client/construction meetings.

Projects included:

- Dicks Sporting Goods, Nationwide
- Brooks Brothers, Nationwide
- LA Fitness, Nationwide

EDGE Studio, Pittsburgh, PA

Job Captain -2006 – 2008

- Worked with team members to develop construction documents
- Provided Construction Administration assistance
- Analyzed and implemented IBC and ANSI into projects
- Developed specifications and researched product and materials

Projects included:

- Carnegie Museum Trash Enclosure, Pittsburgh, PA
- New Hazlet Theater, Pittsburgh, PA
- Erie Art Museum, Erie, PA
- Forbes Stevenson, Pittsburgh, PA
- University of Pittsburgh, Benedum Hall, Pittsburgh, PA

Joe Gallo General Contractor, Fort Lauderdale, FL

Project Manager -1998 – 2005

- Specialized in residential/commercial remodels and additions
- Assisted the general contractor in construction document reading, coordination of sub-contractors, and quality management.

Education

- Florida International University, MSCM-Present
- Florida Atlantic University, Bachelor of Architecture, BArch

Certifications

- Florida Licensed Registered Architect, AR96356
- Florida Certified Building Contractor, CBC1260624
- Florida Licensed Standard Plans Examiner, PX4440
- Florida Licensed Building Inspector, BN7992
- Florida Statute 468 Plans Examiner Certification
- 2017 23-Hour Advanced State Requirements for Educational Facilities
- LEED Green Associate
- Construction Document Technologist, CDT

Affiliations

- USGBC Palm Beach- Residential Homes Committee Chair-2012-2013
- City of Fort Lauderdale-Community Appearance Board 2011-2012
- Emerge Broward Leadership Organization-2011-2013

Awards

- AIA Award of Merit, Architectural Design: Erie Art Museum, 2011
- AIA Award of Merit, Architectural Design: MCSI, 2011
- AIA Award of Merit, Architectural Design: Carnegie Museum Trash Enclosure,2007
- AIA Honorable Mention, Student Portfolio Competition: Student Work,2003
- Honorable Mention, FAUSA Bi-Annual Design Charette: The Park Home Design,2003
- AIA Award of Honor, Poster Contest: Students Works,2003

References available upon request

Boards & Commissions Application

Profile

Cynthia
First Name

Sniezak
Last Name

cindyseaside50@gmail.com
Email Address

512 Yupon Avenue
Home Address

Suite or Apt

new smyrna beach
City

FL
State

32169
Postal Code

Home: (407) 739-0594
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Planning & Zoning Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 2

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

4 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Cathedral High, Springfield MA

College(s)

Western New England College, University of Phoenix

Degrees held

BSBA in Management, Coursework toward a Masters in Organizational Development

Upload a Resume

Work Experience

Retired	Business Process, Tolling Systems, and EE Development
Employer	Job Title

Please describe your work experience, if any.

Leadership, strategy development, staff development/resource management and contract evaluation in the career areas above. I have had the pleasure of working for the Maryland and Florida Departments of transportation to optimize their toll and parking software and operations (10 years). For Disney I led productivity improvements to reduce costs in a $100M operating budget. I established the talent management process and the IT Academy, introduced skills assessment and development plans aligned with 5 yerar systems strategy, created an external training provider network serving domestic technical and project management Cast for Parks and Resorts, Imagineering and Disney Cruise Lines. A key partnership was established with Boston University to bring professional project management courses onsite leading to PMI designation as Professional Project Managers. Prior career experiences included software development, analysis and project management experience in several Fortune 100 national insurance companies.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Graduate of NSB Citizen Academy, where I learned about the behind the scenes running of major departments. Docent for Residents Coalition, History Museum supporter, Weekly volunteer at an Art studio.

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I am at a point in life where I have the time to offer support to the City I chose to be my forever home. After visiting here for the past 25 years, I was lucky enough to retire in NSB. While there has been growth and many changes over the decades, New Smyrna remains the town I fell in love with for its strong sense of community. I have attended and done the background reading for hundreds of Commission and Planning Zoning meetings over the past four years. This provided a valuable perspective on the role of the Board and how decisions are made. I've taken the time to engage with many fine staff members and learned the work performed by engineering, development, and other municipal government functions. As a person dialed into average resident goals and concerns with economic development, building, infrastructure, and flooding, I will strive to lend balanced input to future growth, traffic, infrastructure and quality of life discussions and challenges that we face. It would be my honor to serve my neighbors in this way and help us with sustainable development, respect for the environment, and protection of our local businesses and historic areas.

References

Name of Reference #1 (Please do not list current elected officials)

Attorney Sharon Glenn

Address of Reference #1

S. Atlantic Ave

Telephone Number of Reference #1

561-756-3505

Email address of reference #1

Nature of your relationship (business/personal).

personal

Name of Reference #2 (Please do not list current elected officials)

Dee Albertson

Address of Reference #2

N Peninsula Ave

Telephone Number of Reference #2

386-455-0061

Email Address of Reference #2

Nature of your relationship (business/personal).

personal

Name of Reference #3 (Please do not list current elected officials)

Dr. Randy Hermann

Address of Reference #3

Esther St

Telephone Number of Reference #3

386-416-8838

Email address of Reference #3

Nature of your relationship (business/personal).

personal

Boards & Commissions Application

Profile

Prefix

Brooks
First Name

Middle Initial

Weiss
Last Name

kbrooksweiss@gmail.com
Email Address

4314 Gull Cove
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32169
Postal Code

Home: (407) 619-1381
Primary Phone

Home: (407) 647-4451
Alternate Phone

Which Boards would you like to apply for?

Planning & Zoning Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 1

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

4 Years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Northeast High School, St. Pete, FL

College(s)

University of Florida, Gainesville, FL

Degrees held

Bachelor of Architecture- 5 yr. degree

NSB_CV_Brooks_Weiss-_June_2022.docx
Upload a Resume

Work Experience

Schweizer Associates, Architects- Winter Park, FL
Employer

Schweizer Associates, Architects
Job Title

Please describe your work experience, if any.

Schweizer Associates, Architects- Winter Park, FL CATALYST Architecture, Orlando, FL HHCP Architects + Design International, Maitland, FL FKA-Fugleberg Koch Architects, Winter Park, FL HOK Studio E, Architects + Planners, Orlando, London The EVANS Group, Architects + Planners, Orlando, FL City of Winter Park, City Architect, Winter Park, FL I was a Design Architect and Planner for these firms. My titles ranged from Architect to Director of Design and Urban Design. I was President and Design Partner for CATALYST Architecture, my own firm with two other partners and 10-30 staff. I have a resume if this is desired. Please advise.

Community Involvement

Are you currently serving on another Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community groups or events you have been involved with:

SAVE CASA FELIZ- a grass-roots citizen group established in Winter Park to preserve Casa Feliz, also known as the Barbour House, a 1920's design by James Gamble Rogers II. Our efforts were successful and the City of Winter Park provided the site and we raised the funds necessary to relocate the brick home across the WP Golf Course to its present position on Park Avenue. Boys + Girls Club of St. Petersburg- I led a weekend charette on-site to clean up a vacant lot next door to the Club building and resourced materials for a large wall mural and live band to celebrate the B + G Club opening. RED FLAG CHARETTE- I helped organize and participated in a 3-day multi-disciplined planning charrette at the University of Florida in Gainesville to provide Governor Askew with the research and data to develop his Environmental Wetlands Act of 1972. AIA Charrettes- participant and team leader in several AIA Community Charrettes over the years. I was also the AIA Mid-Florida Chapter President- 1985-86.

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

We renovated our home in Sea Woods in 2020 and dealt with the Building Department at that time. This is the only business dealing we have had in NSB.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

Travel, Photography, Creative Writing, Reading and Scuba Diving. I have traveled to some 30 countries for my work and personal experience. I greatly enjoy photographing my travels and the interesting and historical architecture to be discovered. I was fortunate to work in Kuala Lumpur, Malaysia where I became certified in Scuba Diving and dove in several locations in the South China Sea.

References

Name of Reference #1

Chip Weston

Address of Reference #1

411 Hannah Jeanne Circle New Smyrna Beach, FL 32169

Telephone Number of Reference #1

321.303.5611

Email address of reference #1

chipweston@icloud.com

Nature of your relationship (business/personal).

Friend + Intellectual Challenger

Name of Reference #2

Sylvan McElroy

Address of Reference #2

3314 S. Atlantic Avenue New Smyrna Beach, FL

Telephone Number of Reference #2

386.478.9545

Email Address of Reference #2

sylvanNSB@gmail.com

Nature of your relationship (business/personal).

Real Estate Agent and Friend

Name of Reference #3

Beverly Schweizer Gurtis

Address of Reference #3

1805 Beacon Street New Smyrna Beach, FL 32169

Telephone Number of Reference #3

386.427.3066

Email address of Reference #3

gurtisb@bellsouth.net

Nature of your relationship (business/personal).

Friend/Wife of Nils Schweizer, Architect

CURRICULUM VITAE

KENNETH BROOKS WEISS, Registered Florida Architect AR0005996

I am an Architect and Planner, now semi-retired. For forty-three years we lived in Winter Park and visited New Smyrna Beach regularly prior to moving here permanently in 2019.

I have been married to Susie Weiss for fifty-seven years and we have two daughters. Through my career, I have had the opportunity to travel, live and work in thirty countries. These experiences have provided me with a greater knowledge of global architecture, planning and the people and cultures in Europe, Asia, and the USA.

Early in my career, I was fortunate enough to work with Nils Schweizer in Winter Park and design the Largo Library, an Expansion of the then Loch Haven Park Museum, churches, and several projects for the State Department of Corrections. I still maintain lasting friendships with the Schweizer Family here in New Smyrna Beach.

We formed our own firm, CATALYST Architecture in Orlando and specialized in adaptive reuse of historic buildings, design of new primary and secondary schools, multi-family and senior living residential, and commercial, office projects throughout Florida and the Southeast United States. We also served as City Architects for Orlando.

My international work began with HHCP and took me to Europe and Asia. Later I was a VP with HOK, then the second largest architectural firm in the world, doing major entertainment and retail projects in London, Stockholm, S. Korea, Portugal, and the US.

Significant Projects in Central Florida and nationwide include:

- Dr. Phillips High School, Orange County, FL.- new 2400 student school on 50 acres.
- Orlando International Airport, Phase II- working with KBJ on Delta Airside and hotel.
- Universal Studios *CityWalk* Orlando- a 300,000sf entertainment/dining/retail venue.
- *Legoland California*- Lego's first theme park outside Europe. I was Design Manager for HOK Studio E for park planning and restaurants) working with Sasaki Planning.
- *BAYSIDE*- a 1640-acre environmentally planned community in three villages in Delaware, including a TND Town Center, Hotel, Golf Club + 13 residential products where I was VP/Director of Urban Design for The EVANS Group.

My professional life has enabled me to do research and gain firsthand knowledge of many aspects of planning, urban design and architecture. My most recent position was as the City Architect in Winter Park, where I also acted as liaison for the Historic Preservation Board. There I was able to experience "the other side of the table" and can bring this experience to the City of New Smyrna Beach.

I would like to be considered for the Planning and Zoning Board when an opening becomes available. Although we have only resided here for three years, we have been coming here since 1975 and have been observing its growth since then.

BROOKS WEISS, ARCHITECT
Voice: 407.619.1381 kbrooksweiss@gmail.com 4314 Gull Cove, NSB, FL 32169

Boards & Commissions Application

Profile

Robert
First Name

Werner
Last Name

bob@coastalclaims.net
Email Address

1059 Turnbull Creek Road
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (386) 937-2806
Primary Phone

Business: (386) 314-0074
Alternate Phone

Which Boards would you like to apply for?

Planning & Zoning Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 3

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

31 Years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

N/A

Educational Background

High School

Miami Springs High School

College(s)

Daytona State College

Degrees held

Criminal Justice & Photographic Technology

Werner__Robert_-_TCLPC_Application.pdf
Upload a Resume

Work Experience

Please See Below
Employer

Please See Below
Job Title

Please describe your work experience, if any.

Coastal Claims Services, COO; Sunset Marine Contracting, Contractor; U.S. Fish & Wildlife Service, BioTech, Environmental Edu,

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

(•) Yes ( ) No

If yes, which Board and when were you appointed?

Turnbull Creek preservation Association Board

Please describe any community board, groups or events you have been involved with:

Mason, Organize and run Turnbull Bay cleanup, Volunteer @ Burns Sci Tech, Active in Local Commission

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

( ) Yes (•) No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I have a good rapport with the City of New Smyrna Beach, I sit on two boards for the city currently,

References

Name of Reference #1

Matt Peterson

Address of Reference #1

418 Canal Street New Smyrna Beach, FL

Telephone Number of Reference #1

(386) 428 - 2464

Email address of reference #1

Nature of your relationship (business/personal).

Business

Name of Reference #2

Dale Williams

Address of Reference #2

198 Arbor Lane Edgewater, FL

Telephone Number of Reference #2

(386) 451 - 2731

Email Address of Reference #2

Nature of your relationship (business/personal).

personal/ performed work for in past

Name of Reference #3

Doug Mullan

Address of Reference #3

918 East 1st Ave New Smyrna Beach, FL

Telephone Number of Reference #3

(340) 513 - 8666

Email address of Reference #3

Nature of your relationship (business/personal).

Worked in New Smyrna Bch Many Years

RECEIVED
OCT 0 2 2020
BY CITY CLERK

CITY OF NEW SMYRNA BEACH
ADVISORY BOARDS AND COMMISSIONS

VOLUNTEER APPLICATION

Thank you for your interest in serving the City of New Smyrna Beach. Completing this application is necessary so the City Commission can review it as part of their consideration of your appointment.

Please check the boards you wish to be considered for and number the order of the preference of your choice(s).

___ Airport Advisory Board
___ Animal Control Board
___ Building Trades Board
___ Code Enforcement Board*
___ Economic Development Advisory Board*
___ Charter Review Committee
___ Community Development Block Grant Board* **(Note: Shall reside in an area defined by Volusia County Community Assistant as eligible to be served by CDBG Funds.)**
___ Fire Pension Board*
___ Golf Advisory Board
___ Historic Preservation Commission*
___ Housing Authority
___ Leisure Activity Advisory Board
___ Neighborhood Council
___ Personnel Board
___ PlanningZoning Board*
___ Police Pension Board*
_X_ Turnbull Creek Land Preservation Committee
___ Utilities Commission
___ Other

ALL OF THE ABOVE BOARDS ARE SUBJECT TO THE SUNSHINE LAW. MEMBERS OF THE BOARD/COMMISSIONS WITH AN ASTERISK (*) ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF APPOINTMENT.

Full Name: Robert John Werner

Street Address: 1059 Turnbull Creek rd.

City: New Smyrna Beach State: FL Zip: 32168

Home Phone Including Area Code: (386)937-2806

Business Phone Including Area Code: (386)314-0074

Email Address: RobertJohnWerner@yahoo.com

Are you a registered voter in New Smyrna Beach? ✓ Yes ___ No Precinct #: 804

City Commission District: Zone 3

How long have you been a New Smyrna Beach Resident? 31 yrs

Have you ever been convicted of a Federal or State felony as defined by State Law? (F.S. 775.08): ___ Yes ✓ No

Please Note: ***For the purposes of this question, any person who pleads guilty or nolo contendere or who is found guilty shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.***

If yes, please state when and what felony (ies)

NA

Are you currently serving on a City board? No If yes, when were you appointed and to which board? NA

REFERENCES: Please list three business and/or personal:

Matt Peterson 418 Canal st, NSB 428-2464

Name, address, telephone number and email

Dale Williams 198 Arbor Ln. Edg. (386)451-2731

Name, address, telephone number and email

Doug Mullan 918 E 1st Ave NSB (340-513-8666

Name, address, telephone number and email

EDUCATIONAL INFORMATION:

High School: Miami Springs High School

College: Daytona State College

Degree(s): Criminal Justice & Photographic Technology

WORK EXPERIENCE:

Coastal Claims Services, COO ; Sunset Marine Contracting, Contractor
U.S. Fish + Wildlife Service, BioTech., Environmental Edu.

COMMUNITY INVOLVEMENT:

Mason, Organize and run Turnbull Bay cleanup,
Volunteer @ Burns Sci Tech, Active in Local Commission

INTERESTS/ACTIVITIES:

Boating, Fishing + outdoor Activities with Family

WHY DO YOU WANT TO SERVE ON THIS (THESE BOARD(S)?

I have a good rapport with the City of New Smyrna Bch,
FL. DEP, Army Corps, St Johns WMD. I Live on the Creek

DO YOU HAVE ANY BUSINESS THAT COULD POTENTIALLY COME BEFORE THIS BOARD DURING YOUR TERM? IF YES, DESCRIBE.

NO

HAVE YOU HAD BUSINESS BEFORE THIS BOARD IN THE PAST FIVE (5) YEARS? IF YES, DESCRIBE.

NO

You may include a resume or separate sheet with additional information.

Any member appointed by the City Commission to a board or commission of the City of New Smyrna Beach who misses more than three (3 consecutive meetings (including two [2] regular meetings or misses more than four (4 regular meetings in a calendar year of the board or commission shall be automatically removed from that board or commission. The City Commission at its next regular meeting shall be advised that the seat on the board or commission has become vacant. The City Commission shall fill the unexpired term of the vacant seat.

I understand the responsibilities associated with being a board member and I have adequate time to serve, if appointed.

Robert Wenn
Signature

10/01/2020
Date

If you have specific questions concerning the duties and responsibilities of any of the listed boards, please contact the City Clerk's office at 386-410-2630. **Return this application to the City Clerk, City Hall, 210 Sams Avenue, New Smyrna Beach, FL 32168 or email to clerk@cityofnsb.com**

YOUR INTEREST IN SERVING YOUR COMMUNITY IS APPRECIATED

City of New Smyrna Beach, FL

Planning & Zoning Board

Board Roster

Thomas J Bien

1st Term Oct 24, 2023 - Oct 31, 2026

Email canfield8181@comcast.net
Home Phone Home: (202) 491-8974
Address
3354 Leonardo Ln
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Regular Member

Stephen Yates

2nd Term Oct 24, 2023 - Oct 31, 2026

Email swoodyates@gmail.com
Home Phone Mobile: (407) 506-9966
Address
215 SANDY LN
NEW SMYRNA BEACH, FL 32168

Appointing Authority City Commission
Position Chair

Jon Hall

1st Term Oct 24, 2023 - Oct 31, 2026

Email jon.hall@jmhllc.org
Home Phone Home: (407) 383-5095
Address
300 Normandy
New Smyrna Breach, FL 32169

Appointing Authority City Commission
Position Regular Member

John K Causey Sr.

1st Term Nov 01, 2024 - Oct 31, 2027

Email jkcauseysr@gmail.com
Home Phone Home: (804) 357-1440
Address
3538 Tuscany Reserve Blvd
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Regular Member

David Mckenna

1st Term Nov 01, 2025 - Nov 01, 2028

Email david@davidmckenna4nsb.com
Home Phone Mobile: (407) 417-7337
Address
316 Lincoln Ave
New Smyrna Beach, FL 32169

Deborah Denys

1st Term Nov 01, 2025 - Nov 01, 2028

Email ddenys@cfl.rr.com
Home Phone Home: (386) 451-5260
Address
2505 Cone Lake Dr
New Smyrna Beach, FL 32168

Jessie Thompson

1st Term Oct 08, 2024 - N/A

Email jessiethompson4sb@gmail.com
Home Phone Mobile: (386) 530-0443
Address
107 Dee Street
New Smyrna Beach, FL 32168

Appointing Authority Volusia County School Board
Position Volusia County School Board Appointee

Vacancy

Appointing Authority City Commission

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

APPOINTMENT HISTORIC PRESERVATION COMMISSION CONSIDER THE APPOINTMENT OF TWO (2) CITIZENS TO SERVE ON THE HISTORIC PRESERVATION COMMISSION.

April 14, 2026

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.

There are two vacancies to fill on the Historic Preservation Commission.

1. One vacancy is due to reappointment. Member Jana Caswell would like to be considered for reappointment. Member Caswell has one excused absence since being appointed in August 2025.
2. One vacancy is open due to resignation.

Applicants:

- Erik Ahlgren, 1913 Sugartree Circle
- Jana Caswell, 1104 North Peninsula Avenue, (Current Board Member)
- Terry Bledsoe, 828 East 12th Avenue
- Aniju Varughese, 2500 State Road 44
- Kyle Sawchuk, 837 Dougherty Street

Fiscal Analysis:

N/A

Strategic Plan Item:
No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Erik Ahlgren.pdf
Jana Caswell.pdf
Terry Bledsoe.pdf
Kyle Sawchuk.pdf
Aniju Varughese.pdf
HPC Roster 04.26.pdf

Boards & Commissions Application

Profile

Erik
First Name

Ahlgren
Last Name

erik.allan.ahlgren@gmail.com
Email Address

1913 Sugartree Circle
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Mobile: (386) 689-0086
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Historic Preservation Commission: Submitted

Are you registered to vote in the City of New Smyrna Beach?

(•) Yes ( ) No

What zone do you live in? *

[x] Zone 1

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

Grew up here from 1994 to 2004. Returned in 2019.

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

( ) Yes (•) No

If yes, please provide amplifying information.

Educational Background

High School

New Smyrna Beach High School c/o 2004

College(s)

Auburn University c/o 2009

Degrees held

B.S. Aerospace Engineering

Resume_-_Erik_Ahlgren.docx
Upload a Resume

Work Experience

TrueTouch Floors
Employer

Operations Manager
Job Title

Please describe your work experience, if any.

General Manager for operations at a local New Smyrna based flooring import and distribution company. Handling sales growth from $0 in annual revenue to $14MM in less than 2 years, working directly with overseas manufacturers and domestic distributors across the country. Now with a broad perspective on material sourcing, product standards, I know the factors that influence what ultimately gets used by local property owners, both residential and commercial. Operating a supply chain has also offered insight into the pressures that influence smart decisions, such as cost constraints and lead times, and how those pressures can affect material and design choices. I believe that perspective is valuable when considering how to balance intelligent growth while preserving our community's historic character.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

I am actively involved through a combination of volunteer work, civic engagement, and professional contributions. I serve as a Brand Ambassador for the Southeast Volusia Chamber of Commerce in which I attend local events, lead ribbon cuttings, support local businesses, and help foster stronger connections within the business community. I also volunteer at events such as Classic Cars on Canal, assisting with event coordination, parking, and helping to create a welcoming experience for residents and visitors. I've also volunteered for build days with Southeast Volusia Habitat for Humanity, supporting efforts that provide housing and stability for families in the area. Outside of formal roles, I stay engaged by attending city meetings, community events, and working directly with local business owners, civic leaders, and organizations through my web design, branding, and social media work. I also leverage social media to share what I learn about the community as well as decisions made at city meetings to keep residents informed and promote community engagement. All this work has given me a working perspective on the people, history, and character that make New Smyrna Beach unique.

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I was raised here and returned home to be near my family and reconnect with NSB residents. I’m a New Smyrna Beach resident again, now with a background in engineering, operations, web development, and the arts, and I am actively involved in the community through my professional and volunteer efforts. Over the past year, I made a consistent effort to get engaged in the civic and cultural life of NSB. I attend local events on a weekly basis, support local businesses and connect with their owners, volunteer for local organizations, and attend city meetings every month. In my web development work and social media efforts I focus on elevating local organizations and businesses to promote all the great aspects of life in New Smyrna. I’m committed to service in the community, specifically serving on the Historic Preservation Board because I believe in contributing to the long-term direction of the community, not just participating in it. As the city continues to honor its past, I believe it’s important to have people involved who value thoughtful, careful development while seeking to preserve the small-town qualities that make NSB so unique. I would approach this role with a desire to respect/protect the city’s history and architectural character while taking into account the practical realities of such a popular town. My goal would be to listen and understand, contribute constructively, ask meaningful questions, and help ensure the decisions made will support the long-term identity and integrity of our town.

References

Name of Reference #1 (Please do not list current elected officials)

Stephen Yates

Address of Reference #1

215 Sandy Lane New Smyrna Beach, FL 32168

Telephone Number of Reference #1

407.506.9966

Email address of reference #1

stephen@truetouchfloors.com

Nature of your relationship (business/personal).

Business

Name of Reference #2 (Please do not list current elected officials)

Louis Panico, II

Address of Reference #2

3016 Needle Palm Drive Edgewater, FL 32141

Telephone Number of Reference #2

213.300.1127

Email Address of Reference #2

louis.panico@p3einc.com

Nature of your relationship (business/personal).

Business & personal

Name of Reference #3 (Please do not list current elected officials)

Josh Balduf

Address of Reference #3

583 Coral Trace Blvd Edgewater, FL 32132

Telephone Number of Reference #3

386.527.0589

Email address of Reference #3

jbalduf@gmail.com

Nature of your relationship (business/personal).

Personal

Erik Ahlgren
1913 Sugartree Circle
New Smyrna Beach, FL
386.689.0086
erik.allan.ahlgren@gmail.com
https://barrelandpixel.com

Professional Summary
Operations professional, web developer, and local business owner actively involved in the New Smyrna Beach community. Combines a background in engineering, materials, and design with hands-on experience in construction and local civic initiatives. Brings a practical understanding of how the built environment evolves, with a strong interest in preserving the character and cultural identity of NSB while supporting thoughtful, well-aligned growth.

Relevant Experience
2025 to Present — Founder & Lead Developer
Barrel&Pixel — New Smyrna Beach, FL
- Design and develop websites for local businesses, civic leaders, and community organizations
- Lead branding and digital storytelling efforts that promote the identity and character of NSB
- Support local organizations in strengthening their public presence and community engagement

2022 to Present — Operations Manager
TrueTouch Floors — New Smyrna Beach, FL
- Manage operations for a flooring import and distribution company serving a nationwide network
- Coordinate logistics, inventory, and supplier relationships with overseas manufacturers and domestic distributors

2016 to 2022 — Independent Work & Trades Experience
Southern California, Central America, Central Florida
- Performed painting and renovation work for residential and commercial properties, gaining hands-on experience with materials, finishes, and construction practices
- Started and operated a small meal prep business, managing sourcing, sales, production, promotion, and customer relationships
- Co-founded and grew an online publication, producing and managing 100+ articles and building an audience to ~30,000 monthly readers
- Traveled extensively, building independence and a broader perspective

2009 to 2016 — Structural Analysis Engineer
Boeing / Northrop Grumman — Southern California
- Performed structural analysis on composite and metallic systems for commercial and defense aircraft
- Specialized in durability, stress analysis, and long-term performance of engineered systems
- Contributed to FAA-approved structural repairs and modifications

Key takeaway: Developed a strong foundation in evaluating structural integrity, longevity, and safety, principles directly applicable to the stewardship of physical structures over time

Education & Training
B.S. Aerospace Engineering — Auburn University (2004-2009)
Full Stack Web Development — Lambda School (2019–2020)

Boards & Commissions Application

Profile

Jana
First Name

Caswell
Last Name

jana.caswell@yahoo.com
Email Address

1104 N Peninsula Ave
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32169
Postal Code

Home: (407) 256-3470
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Historic Preservation Commission: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 2

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

8 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

JP Taravella High, Coral Springs, FL

College(s)

American University, Washington, DC

Degrees held

Bachelor of Arts

JC_resume__25.docx
Upload a Resume

Work Experience

Retired
Employer

Human Resources executive
Job Title

Please describe your work experience, if any.

Human Resources executive and consultant, specializing in Employee and Labor Relations, Leadership coaching and strategic thinking.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Board member, Marine Discovery Center; volunteer with various organizations

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I'm thrilled and blessed to have made New Smyrna my home. After renovating several historic properties in Orlando, my husband and I moved here almost nine years ago when we purchased a historic home that we planned to renovate. Sadly, we were unable to save the original structure as it was too far compromised, but we are extremely proud of the hard work we put in to salvage construction components and rebuild a modern version of the original home. We learned a lot through trial and error. The process brought us a deep appreciation of the importance of retaining the history and character of the area we have come to love and want to preserve and protect, while balancing the realties of growth that NSB must embrace.

References

Name of Reference #1 (Please do not list current elected officials)

Chad Truxall

Address of Reference #1

Marine Discovery Center 520 Barracuda Boulevard New Smyrna Beach, Florida

Telephone Number of Reference #1

(386) 428-4828

Email address of reference #1

chad@marinediscovery.org

Nature of your relationship (business/personal).

business

Name of Reference #2 (Please do not list current elected officials)

Liz Jones

Address of Reference #2

314 Canal Street New Smyrna Beach, FL 32168

Telephone Number of Reference #2

386-576-6730

Email Address of Reference #2

natureinbeauty@icloud.com

Nature of your relationship (business/personal).

Business

Name of Reference #3 (Please do not list current elected officials)

Paige Gehris

Address of Reference #3

208 Canova Drive New Smyrna Beach, FL 32169

Telephone Number of Reference #3

386-314-9823

Email address of Reference #3

paige.gehris@gmail.com

Nature of your relationship (business/personal).

Personal

Joanna (Jana) Caswell
Jana.caswell@yahoo.com
(407)256-3470

PROFESSIONAL EXPERIENCE

2C HR Solutions **January 2014 - Present**

Principal

Consulting practice focused on enabling companies to maximize the potential of their Human Capital. Areas of expertise include; executive coaching, vulnerability assessments, leadership training, effective communications, employee relations, labor relations, investigations, compliance, and talent acquisition.

People Results **August 2018 – July 2025**

Labor and Employee Relations Consultant

Assist in the development and facilitation of positive employee relations and union avoidance training, including labor relations fundamentals, environmental assessments, task force preparedness and campaign strategy.

Smokey Bones Bar and Fire Grill **August – December 2015**

Interim Vice President of Human Resources

Reporting directly to Company CEO, responsibilities included leadership of Human Resources function, representation on the Executive Leadership team and supporting seamless relocation of company headquarters.

Positive Management Leadership (PML) **February 2014 – April 2023**

Leadership Consultant

Prepare leaders across a variety of industries to be more engaged, productive, and focused on employee engagement, resulting in enhanced business performance and strong, value-based employment cultures.Develop and deliver training presentations, feedback sessions, and coaching models.

Darden Restaurants **September 1995 – December 2014**

The Olive Garden, Red Lobster, Longhorn Steakhouse, Bahama Breeze, Season's 52, The Capital Grille, Eddie V's, Yard House

Labor Relations Consultant January 2014-December 2014

Retained contractually as an independent consultant to provide labor relations leadership and proactive strategic guidance to Darden's Employment Practices function.

Vice President, Strategic Employment Practices October 2012 –December 2013

Labor Relations, Human Resources compliance and Alternative Dispute Process leadership across the enterprise.

Accomplishments:

- Built and implemented business continuity plans and labor relations training to protect the organization in the event of third party disruption to operations, resulting in maintaining union-free status across the enterprise;
- Led the development of, and engaged operational support to,implement predictive analytics tool used to identify and target lagging key performance indicators (KPI's);
- Provided organizational subject matter expert ise on external factors affecting the business such as NLRB updates, union facts and trends, alternative labor movement, etc.resulting in engaged and prepared business leaders
- Led development and implementation of wage and hour compliance tools and investigations of infractions, resulting in early resolution of cases, minimization of financial impact, and effective disciplinary action;
- Provided subject matter expertise and partnered with legal team to address EEOC, class action and litigation on wide variety of employment cases, ensuring early resolution and minimal financial impact to the business;
- Led Darden's Alternative Dispute Resolution process, encompassing peer review, mediation, and arbitration processes for 190,000 employees. Results include lower than industry average numbers of legal cases and minimal legal costs per employee

Vice President, Strategic Employment Practices — May 2008 – October 2012

Responsible for building structure, developing framework, and leading newly created "Center of Excellence" for Employee Relations and Corporate Security functions across all business units, encompassing over 2000 restaurants and 190,000 employees across the United States and Canada and franchise operations in Latin America and the Middle East. Strategic accountability for leveraging brand resources across the enterprise to safeguard company assets, values, and human resource commitments, while maximizing efficiency and minimizing legal risk. COE accountability includes stewardship of core values, legal compliance, life safety, dispute resolution, management of organized labor issues, training, employee satisfaction, investigations, and other human resource generalist functions and initiatives. Manage staff of 42 exempt and non-exempt individuals and $6,000,000 budget

The Olive Garden, Bahama Breeze and Smokey Bones BBQ Restaurants — October 2003 – May 2008

Senior Director, Employee Relations

Responsible for directing new company-wide initiative to consolidate like departments in various business units in order to gain efficiencies and enable rapid growth of new business acquisitions. Lead development of common practices and policies, including gaining executive support across business units for change and consistency. Additionally responsible for all employee relations activities of three business units, including legal compliance, dispute resolution, union avoidance, training, employee satisfaction, investigations and other human resource generalist functions.

Smokey Bones BBQ & Sports Bar

Senior Director, Human Resources — December 1999 – October 2003

Generalist functions for start-up company with responsibility for hiring operations management and office support as well as training initiatives at all levels of the organization. Serving as part of executive team charged with development and rapid roll out of new restaurant concept. Worked closely with all functional teams on business initiatives related to this rapid expansion including budgeting, security, workflow processes, menu development and design, marketing, and design and construction. Specifically responsible for concept leadership on employment, training, employee relations and legal compliance. Reporting directly to company President with dotted line reporting to SVP Human Resources for Darden Restaurants. Also responsible for implementation of corporate HR initiatives, including diversity training, HRIS redesign, payroll, benefits, recruiting, and training.

The Olive Garden Italian Restaurants

Director, Employee Relations — February 1997 - December 1999

Responsible for all areas of employee relations for over 50,000 exempt and non-exempt employees in 48 states. Accountability for ensuring legal compliance, EEO practices, wage and benefit administration, various training initiatives and maintenance and integrity of corporate open door policy. Oversaw employment litigation including attorney demand letters, EEOC charges, lawsuit activity and organized labor campaigns. Directed several strategic business initiatives, including closing under performing units. Manage staff of eight and $2.2 million budget. Hired in September 1995 as Employee Relations representative, promoted to department Manager in May 1996 and to Director in February 1997.

Manager, Employee Relations — May 1996 – February 1997

Employee Relations Representative — September 1995 – May 1996

Hyatt Hotels and Resorts — November 1992 - September 1995

Hyatt Regency New Brunswick, New Jersey

Assistant Director of Human Resources — February 1994 – September 1995

Complete employment and benefits duties for all employees at 350 room property. Responsibility for ensuring compliance with state and federal regulations in regard to areas such as OSHA, EEO and ADA. Coordination of employee relations activities including employee satisfaction measurements, management incentive programs, employee counseling/discipline, recruiting, and employee recognition programs. Implemented and facilitated hotel participation in various community outreach programs. Named "Manager of the Year", 1994. Named 1994 Honoree of YWCA "Tribute to Women in Industry" program.

Employment and Benefits Manager — September 1993 - February 1994

Primary responsibilities included recruiting, interviewing, and selecting exempt and non-exempt employees. Administered all corporate benefits including 401(k), retirement, and medical/dental plans. Conducted various training and orientation activities for Spanish speaking employees.

Hyatt Regency Bethesda, Maryland

Employment Manager — November 1992 - September 1993

Directed staffing of all levels of employees for 500 room property. Trained management staff on performance management. Developed and implemented various training programs for employees. Conducted Spanish language classes for management team.

Educational Field Studies, Inc. Chantilly, Virginia

Director of Operations — August 1988 - November 1992

Developed and directed corporate training and development, including recruiting, hiring, supervision and coordination of staff on a national level. Researched and designed international language immersion programs. Liaison between clients, independent contractors and vendors. Hired as an independent contractor, then promoted to Manager of Operations. Promoted to Director of Operations in August, 1990.

EDUCATION

American University, Washington, DC — 1986 - 1988
B.A. International Studies

Stetson University, DeLand, Florida — 1984 - 1985
Year Abroad Program in Madrid, Spain

ADDITIONAL

Fluent in Spanish
Association for Talent Development (ATD) Certified Coach
Board Member The Marine Discovery Center, New Smyrna Beach;
Private Pilot's License
Community volunteer with The Adult Literacy League; \
Former Board Member of "Franklin's Friends", CUE, Inc and The SPCA of Central Florida (now Pet Alliance of Central Florida)

Boards & Commissions Application

Profile

Terry
First Name

Bledsoe
Last Name

terrybledsoensb@gmail.com
Email Address

828 E 12th Ave
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32169
Postal Code

Home: (386) 410-5657
Primary Phone

Mobile: (407) 920-9381
Alternate Phone

Which Boards would you like to apply for?

Historic Preservation Commission: Submitted

Are you registered to vote in the City of New Smyrna Beach?

(•) Yes ( ) No

What zone do you live in? *

[x] Zone 2

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

9 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

( ) Yes (•) No

If yes, please provide amplifying information.

Educational Background

High School

Northeast HS 1974

College(s)

UCF BA Pol Sci 1987

Degrees held

Nova Southeastern JD 1991 BA Political Science 1987

Upload a Resume

Work Experience

self
Employer

attorney and mediator
Job Title

Please describe your work experience, if any.

retired attorney and mediator; retired small business owner; former adjunct professor UCF and SSC; Florida Master Naturalist

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

(•) Yes ( ) No

If yes, which Board and when were you appointed?

Historic Preservation Commission

Please describe any community board, groups or events you have been involved with:

Volusia County Citizens Academy grad; Former Member of TPO Citizens Advisory Comm. District 5; New Smryna Beach Citizens Academy grad; volunteer Canaveral National Seashore; former President of Friends of Canaveral; volunteer Explore Volusia; Reading Pals, NSB Residents Coalition

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

( ) Yes (•) No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

As a retired attorney and mediator, I bring my professional experience and skills to assist each board in making decisions. Serving on the Historic Preservation Commission, I studied the Local Ordinances dealing with development. I am a native born Floridian from Fort Lauderdale, and I appreciate the desire of this community to preserve the best of its history and acknowledge that growth and development can be accomplished when competing interests are brought together in compromise.

References

Name of Reference #1 (Please do not list current elected officials)

Angie Barretta-Herman

Address of Reference #1

108 Esther Street, NSB

Telephone Number of Reference #1

mobile 651.210.7187

Email address of reference #1

a9barrettahe@stThomas.edu

Nature of your relationship (business/personal).

both

Name of Reference #2 (Please do not list current elected officials)

Kathy Vance

Address of Reference #2

5300 S. Atlantic Avenue, Apt. 4-401, NSB 32169

Telephone Number of Reference #2

mobile 301.758.8904

Email Address of Reference #2

kvance2014@aol.com

Nature of your relationship (business/personal).

personal

Name of Reference #3 (Please do not list current elected officials)

Connie/Charles Miller

Address of Reference #3

3434 Torre Blvd., NSB 32168

Telephone Number of Reference #3

mobile 407.637.7988

Email address of Reference #3

cmill622@gmail.com

Nature of your relationship (business/personal).

personal

Boards & Commissions Application

Profile

Prefix	First Name	Middle Initial	Last Name
	Kyle		Sawchuk

ksawchuk@ecslimited.com
Email Address

837 Dougherty Street
Home Address

Unit #2
Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Mobile: (386) 488-2045
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Planning & Zoning Board: Archived

Are you registered to vote in the City of New Smyrna Beach?

(•) Yes ( ) No

What zone do you live in? *

[x] Unknown

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

Just moved to NSB from Ft. Lauderdale

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

( ) Yes (•) No

If yes, please provide amplifying information.

Educational Background

High School

San Jauquin High School

College(s)

Florida Atlantic University

Degrees held

Bachelors in Architecture (BArch)

Kps-Resume.pdf
Upload a Resume

Work Experience

ECS Limited
Employer

Architect-Code Compliance
Senior Project Manager
Job Title

Please describe your work experience, if any.

I'm a Florida State Licensed Architect, Contractor, Building Inspector, Plans Examiner with 25 years of design & construction industry experience.

Community Involvement

Are you currently serving on another Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community groups or events you have been involved with:

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I love my wife and kids, they are number one. Camping, fishing, surfing, skateboarding, art, building

References

Name of Reference #1

Victor Faltas, PE

Address of Reference #1

2330 South Nova Drive South Daytona, FL

Telephone Number of Reference #1

386-846-0824

Email address of reference #1

Nature of your relationship (business/personal).

Business

Name of Reference #2

Deanna Atkinson

Address of Reference #2

1406 NE 18th Ave Ft. Lauderdale, FL

Telephone Number of Reference #2

754-265-5389

Email Address of Reference #2

Nature of your relationship (business/personal).

personal

Name of Reference #3

Brian Putnam

Address of Reference #3

5732 NW 119th Dr Coral Springs, FL

Telephone Number of Reference #3

954-593-3046

Email address of Reference #3

Nature of your relationship (business/personal).

personal

Kyle Sawchuk, RA
5732 NW 119th Drive
Coral Springs, FL
33076
(561) 710-8365
kyle.sawchuk@yahoo.com

Key Qualifications

- Florida Building Code-Special Inspector and Architectural and Structural Plans Examiner
- Experience as an Architect in the design and construction of large and commercial public facilities, including experience as a manager of staff
- Experience in educational facility planning, design and construction
- Ensure adherence to good safety procedures
- Follow Federal and State laws, as well as School Board policies
- Working knowledge in the application of Florida Administrative Code, Florida Building Code, and the Educational Facilities (SREF) and procedures pertaining to construction of educational facilities
- Effective verbal and written communication skills.
- Knowledge of LEED and/or Green Building standards
- Have performed other assigned duties consistent with the goals and objective of this position as assigned by the immediate supervisor or designee.
- Code review and enforcement
- Architectural & Construction Document Quality Assurance / Quality Control
- Coordination of Structural, Mechanical, Electrical, Plumbing and other building systems on construction documents
- Strong project management skills
- Coordination of multi-disciplinary consultants and sub-contractors
- Quality Assurance/Quality Control
- Construction Administration and Coordination
- Municipality coordination and permit processing
- Knowledge of building codes, laws, regulations and rules
- Experienced with the permitting process of county/municipal agencies and building departments
- Ability to read and interpret Contract Documents
- Serve as liaison to resolve code issues disputes between plans examiners and consultants
- Ability to select, supervise and evaluate professional, technical and clerical staff
- Frequent interaction with architects, engineers and contractors regarding the submission of Construction Documents that meet minimum code requirements as required by FS 553.80
- Conducted inspections and assisted with code interpretations as needed
- Review building plans, specifications, and the work of private architects, engineers and district staff engaged in projects for The School Board of Broward County, Florida to ensure compliance with Florida Building Code
- Assist the Chief Building Official and the Assistant Building Official in the establishment of work related procedures and polices
- Enforce Federal Emergency Management Agency (FEMA) rules and regulations
- Ensure compliance with accessibility requirements for Children's Environments and the Handbook for Public Playground Safety
- Provide professional, technical architectural expertise by supervising, managing or participating in the design and production of construction documents for district in-house projects for educational facility and ancillary buildings
- Conduct investigations, inspections, and surveys of SBBC sites and buildings in order to ascertain their existing physical status and feasibility of proposed construction, remolding, renovations, alterations and compliance with applicable codes
- Assist with code interpretations as requested
- Approve, sign and seal construction documents prepared under his own supervision as applicable to the architecture discipline and as allowed by Florida Codes and Statues

Experience (18 years)

The Office of Architecture, Fort Lauderdale, FL

President, Director of Design & Construction -2013-Present

- Prepare Architectural Proposal
- Supervise and manage employs to meet design deadlines and code compliance
- Code research, analysis and implementation
- Performing building inspections
- Prepare detailed construction reports and analyses
- Owner's representation and coordination
- Preparing and reviewing construction contracts
- Designing Life Safety Plans
- Architectural design
- Design / Build

Projects include:

- Cacic Lofts, Deerfield Beach, FL
- Doctor’s Office, Lake Worth, FL
- Think Escape, Fort Lauderdale, FL
- HOOD Distribution, Delray Beach, FL
- Hilex Water Remediation, West Palm Beach, FL
- Affordable Home Health Care, Fort Lauderdale, FL
- Plaza North Condominium, Fort Lauderdale, FL
- Gerdau Steel, Dania Beach, FL
- Sorgente Fire, Fort Lauderdale, FL
- Walenz Residence, Pompano Beach, FL
- Jones Residence, Ft. Lauderdale, FL
- Metro PCS, Miami FL
- Taco Shop, Pompano Beach, FL
- Rolyn Water Remediation, Miami Beach, FL

School Board of Broward County, Fort Lauderdale, FL

Senior Architect, Plans Examiner and Building Inspector -2019-2022

- Review of contract documents for Florida Building Code 2017 compliance
- Coordination with Design Professionals and Project Management
- Review drawings for code compliance with the Florida Building Code 2017
- Review design documents for compliance with Florida Statue 1013
- Implement School Board of Broward County Design Criteria
- Coordination of documents for compliance for State Requirements for Educational Facilities 2014
- Coordinate with team members across multiple disciplines for code compliance and clash detections
- Architectural, Structural & Life Safety Building Inspections
- Prepare project reports from plan review and building inspections
- Analysis engineering calculations for Florida Building Code 2017 compliance
- Review Project Manuals, Project Binders and Specifications to meet Broward County School Board’s standards
- Review consultant’s construction documents in order to ensure constructability and compliance with applicable codes, SBBC Design Criteria and standards, regulations and educational specifications
- Plan, schedule and review building plans, specifications and the work of private architects, engineers, and District personal engaged in projects for the School Board of Broward County to verify compliance with applicable codes

Projects include:

- Cypress Bay Senior High School, Weston, FL
- Flanagan Charles Senior High School, Pembroke Pines, FL
- Margate Elementary, Fort Lauderdale, Oakland Park, FL
- Nova Blanche Forman Elementary, Davie, FL
- Oriole Elementary, Lauderdale Lakes, FL
- Piper Senior High School, Sunrise, FL
- Plantation Park Elementary, Plantation, FL

West Architecture + Design, Lake Worth, FL

Senior Project Architect -2011-2013

- Preparation/Coordination of Proposals and Contracts
- Developing Spatial Programs
- Preliminary Budget Estimates
- Architectural Project Scheduling
- Client, Municipality and Construction Administration Meetings
- Administration of Project Phases-Pre-Design through Project Close-out

Projects include:

- BR Maintenance Facility, Liberia, Africa
- BR Port Master Plan, Liberia, Africa
- 219 South Dixie Highway, Lake Worth, FL
- Haverhill Medical Office, West Palm Beach, FL
- 1955 N.E. 4th Street, Deerfield Beach, FL
- Faith Farm Dormitories, Fort Lauderdale, FL
- PBIR Pit Suites, West Palm Beach, FL
- Soprema Offices, Pompano Beach, FL

CJL Engineering, Pittsburgh, PA

BIM Specialist / Virtual Construction Coordinator -2010-2011

- Virtual electrical design through Building Information Modeling
- Virtual Construction Coordination

Projects include:

- UPMC East, Monroeville, PA
- University of Pittsburgh Salk Hall, Pittsburgh, PA

JSA Architects, Pittsburgh, PA

Junior Architect -2005-2006,2008-2009

- Coordinated major consultants in development of contract documents
- Developed complex Building Information Models in Revit
- Attended client/construction meetings.

Projects included:

- Dicks Sporting Goods, Nationwide
- Brooks Brothers, Nationwide
- LA Fitness, Nationwide

EDGE Studio, Pittsburgh, PA

Job Captain -2006 – 2008

- Worked with team members to develop construction documents
- Provided Construction Administration assistance
- Analyzed and implemented IBC and ANSI into projects
- Developed specifications and researched product and materials

Projects included:

- Carnegie Museum Trash Enclosure, Pittsburgh, PA
- New Hazlet Theater, Pittsburgh, PA
- Erie Art Museum, Erie, PA
- Forbes Stevenson, Pittsburgh, PA
- University of Pittsburgh, Benedum Hall, Pittsburgh, PA

Joe Gallo General Contractor, Fort Lauderdale, FL

Project Manager -1998 – 2005

- Specialized in residential/commercial remodels and additions
- Assisted the general contractor in construction document reading, coordination of sub-contractors, and quality management.

Education

- Florida International University, MSCM-Present
- Florida Atlantic University, Bachelor of Architecture, BArch

Certifications

- Florida Licensed Registered Architect, AR96356
- Florida Certified Building Contractor, CBC1260624
- Florida Licensed Standard Plans Examiner, PX4440
- Florida Licensed Building Inspector, BN7992
- Florida Statute 468 Plans Examiner Certification
- 2017 23-Hour Advanced State Requirements for Educational Facilities
- LEED Green Associate
- Construction Document Technologist, CDT

Affiliations

- USGBC Palm Beach- Residential Homes Committee Chair-2012-2013
- City of Fort Lauderdale-Community Appearance Board 2011-2012
- Emerge Broward Leadership Organization-2011-2013

Awards

- AIA Award of Merit, Architectural Design: Erie Art Museum, 2011
- AIA Award of Merit, Architectural Design: MCSI, 2011
- AIA Award of Merit, Architectural Design: Carnegie Museum Trash Enclosure,2007
- AIA Honorable Mention, Student Portfolio Competition: Student Work,2003
- Honorable Mention, FAUSA Bi-Annual Design Charette: The Park Home Design,2003
- AIA Award of Honor, Poster Contest: Students Works,2003

References available upon request

Boards & Commissions Application

Profile

Aniju
First Name

Varughese
Last Name

aniju.consulting@gmail.com
Email Address

2500 State Road 44
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (347) 626-9353
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Historic Preservation Commission: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 3

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

3 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Stuyvesant High School

College(s)

The Cooper Union, Columbia University, Columbia Business School

Degrees held

Bachelors of Science in Engineering, Masters in Engineering, MBA

Aniju_Varughese_CV.pdf
Upload a Resume

Work Experience

AVA Community Investment Group / Self-Employed
Employer

Real Estate Advisor
Job Title

Please describe your work experience, if any.

Bio: Aniju Varughese brings a 20-year track record of engineering, construction, and real estate development. She started her career as a structural engineer and façade consultant at some of the top multi-disciplinary engineering firms in the industry. Her work includes large- and small-scale developments and infrastructure projects, with public and private partners, located abroad and in the US. Her engineering projects ranged from bridges and infrastructure works to specialty art structures, museums, and mixed-use towers. Relevant to the Historic Preservation Board, Aniju worked on the preservation of several buildings in the historic-designated neighborhood of the West Village in NYC. Post-MBA, Aniju oversaw the development of over $200 million of construction in NY and NJ. She brings hands-on experience in acquisitions, due diligence, construction financing, planning, project management, design and construction, and leasing and sales. Alongside her development work, in 2020, Aniju built Equip, an app-based construction-hiring marketplace for the NY / NJ area. Envisioned as the solution to rising labor costs, Equip linked contractors with skilled construction workers in the trades. She founded AVA Community Investment Group in 2025 to continue to invest in the Central Florida community in which she is now located. She provides development management advisory services and real estate investment strategy to AVA’s partners and clients. Aniju holds an MBA and MS from Columbia University and a BS from Cooper Union.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

I am on the Advisory Board for the Matthew Strother Center for the Examined Life, a community of learning located in Catskill, New York; a volunteer for Reading Partners, which helps children become lifelong readers by empowering communities to provide individualized instruction with measurable results; and a volunteer for the Atlantic Center for the Arts, in New Smyrna Beach, Florida.

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I am interested in using my skills to support my local community. I believe my experience in historic preservation, engineering, and construction will help in my duties on the board.

References

Name of Reference #1 (Please do not list current elected officials)

Tania Garbe (Architect)

Address of Reference #1

895 Bluefish Avenue, New Smyrna Beach, FL 32169

Telephone Number of Reference #1

407-712-5300

Email address of reference #1

garbe.tania@gmail.com

Nature of your relationship (business/personal).

Personal

Name of Reference #2 (Please do not list current elected officials)

Jennifer Coolidge

Address of Reference #2

1414 Art Center Ave, New Smyrna Beach, FL 32168 (business address)

Telephone Number of Reference #2

386-427-6975 x15

Email Address of Reference #2

jcoolidge@atlanticecenterfortheart.org

Nature of your relationship (business/personal).

Personal

Name of Reference #3 (Please do not list current elected officials)

Corey Brown

Address of Reference #3

420 South Nova Road, Daytona Beach, FL 32114 (business address)

Telephone Number of Reference #3

386-238-8383

Email address of Reference #3

corey@storchlawfirm.com

Nature of your relationship (business/personal).

Personal

ANIJU VARUGHESE
aniju.consulting@gmail.com
(347) 626-9353

EXPERIENCE

AVA COMMUNITY INVESTMENT GROUP — Remote / FL
Real Estate and Operations Consultant — 2022-Current

- Building new construction divisions for a vertically integrated real estate group based in Florida. Responsibilities included financial modeling, inventory and equipment management, operations, and hiring
- Cash flow management for all development projects for clients
- Real estate financial modeling for multi-family, commercial, and mixed-use deals
- Development management for office, medical, and multifamily
- Commercial real estate leasing, sales, and advisory

EQUIP — New York, NY
Co-Founder & COO — 2020-2021

- Equip's construction hiring marketplace was envisioned as the solution to rising labor costs – the future of finding, assessing, and placing skilled construction workers with vetted contracting firms
- Led all aspects of building Equip's core operations from the ground up
- Developed processes, built CRM workflow, and led product development and customer success

JBS, a CHA COMPANY — New York, NY
Development Manager — 2017-2019

- Led various aspects of development and asset management for JBS's and clients' projects
- Headed development process from start to finish including financial analysis, market research, due diligence, entitlements, raising equity and securing debt, design, approval, bidding, value-engineering, contract negotiation, budget and schedule monitoring, and leasing/sales
- Supervised over 100,000 sq ft of ground-up and upgraded assets in the NY metro area for residential, commercial, institutional, and hospitality uses

ZUBATKIN OWNER REPRESENTATION, LLC — New York, NY
Project Manager — 2016-2017

- Led project teams for new building and renovation projects
- Oversaw all aspects of projects from initiation through delivery and startup – approvals, programming, design, bidding, construction & turnover. Monitored overall delivery, scope, budget, and schedule for $140M of construction
- Analyzed clients' real estate holdings to assist in forming a real estate strategy

COLUMBIA UNIVERSITY, Graduate School of Architecture, Planning and Preservation — New York, NY
Assistant Adjunct Professor — 2011-2017

- Taught engineering principles to architecture students to apply in their studio projects

THORNTON TOMASETTI — New York, NY
Senior Project Engineer / Façade Consultant — 2011-2014

- Managed bidding, design, and construction of building facades and specialty structures
- Key projects include 30 Hudson Yards and Tiffany's retail stores

ARUP — New York, NY
Senior Façade Engineer — Madrid, Spain
2002-2010

- Collaborated with multidisciplinary teams to provide engineering design for various types of building and infrastructure projects
- Key projects include NYC's Fulton Street Transit Center and Miami's Frost Museum of Science

EDUCATION

COLUMBIA BUSINESS SCHOOL New York, NY
MBA, Real Estate Finance and Management, 2015

COLUMBIA UNIVERSITY New York, NY
MS, Civil Engineering, 2005

COOPER UNION FOR THE ADVANCEMENT OF SCIENCE AND ART New York, NY
BS, Civil Engineering, 2002

ADDITIONAL INFORMATION

Professional Accreditation: Real Estate License, 2023
Certified Passive House Tradesperson, 2018
Leadership in Energy & Environmental Design (LEED) Accredited Professional, 2008
Professional Engineer (P.E), Civil Engineering, New York, 2007

Languages: Spanish (intermediate)

City of New Smyrna Beach, FL

Historic Preservation Commission

Board Roster

Jana Caswell

Partial Term Dec 12, 2023 - May 14, 2026

Email jana.caswell@yahoo.com
Home Phone Home: (407) 256-3470
Address
1104 N Peninsula Ave
New Smyrna Beach, FL 32169

Appointing Authority City Commission
Category Special Interest History & Architecture

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
Position Vice Chair
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

Position Chair
Category Architectural Professional

Dianne Bean

Partial Term Nov 12, 2024 - May 14, 2027

Email beanlucky@aol.com
Home Phone Mobile: (407) 948-2616
Address
304 Cedar 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

Katie L Kaufman

2nd Term May 15, 2025 - May 15, 2028

Email katieknsb@gmail.com
Home Phone Home: (407) 808-1606
Address
402 Faulkner Street
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Category Architectural Professional

Vacancy

Appointing Authority City Commission
Category Architectural Professional

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

APPOINTMENT CODE COMPLIANCE BOARD: CONSIDER THE APPOINTMENT TO ONE (1) UNFILLED THREE YEAR TERM EXPIRING MARCH 4, 2026.

April 14, 2026

Background:

Establishment and Purpose: Florida State Statute 162.01 authorizes the creation of a **Code Compliance Board** to enforce local building codes, zoning regulations, or other ordinances concerning property standards. The Board is tasked with reviewing complaints and violations related to code infractions and determining compliance.

Duties: The Board's responsibilities may include:

- Hearing cases of alleged code violations.
- Issuing orders or fines to non-compliant property owners.
- Providing hearings for individuals or businesses challenging code violations.
- Recommending corrective actions or penalties.

Findings:

The board meets the third Thursday of each month. This is a seven (7) member board with term length of three (3) years.

Member Qualifications: (whenever possible)

- Must be citizen of New Smyrna Beach
- Architect
- Businessman
- Engineer
- General Contractor
- Subcontractor
- Realtor

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Kirsten Carr.pdf

Boards & Commissions Application

Profile

Kirsten
First Name

Carr
Last Name

kirsten@orionbuilder.com
Email Address

319 Columbus Ave
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32169
Postal Code

Home: (812) 447-8133
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Code Compliance Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 2

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

3 months, but have been a Volusia County resident for 6 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Hagerty High School

College(s)

University of Central Florida

Degrees held

Bachelors of Business Administration

Upload a Resume

Work Experience

Coastal Printing
Employer

Owner
Job Title

Please describe your work experience, if any.

I am the owner of a custom apparel printing and embroidery company.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

I worked for the Ormond Beach Chamber of Commerce for a year before starting my own business. Helping put together annual events such as the Mayors Golf Tournament, Women 2 Women Luncheons, exc.

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I care deeply about maintaining the safety, appearance and overall quality of life in our community. I believe code enforcement helps protect property values, supports responsible growth and keeps NSB a place that we are lucky enough to live and that keeps tourists wanting to come back. I would be honored to serve on the board and to bring a fresh-community minded perspective while upholding standards that support local residents.

References

Name of Reference #1 (Please do not list current elected officials)

Joseph Stanaitis

Address of Reference #1

2010 Schulte Ave. Daytona Beach, FL

Telephone Number of Reference #1

407-406-1874

Email address of reference #1

Nature of your relationship (business/personal).

Business

Name of Reference #2 (Please do not list current elected officials)

Dana Bailey

Address of Reference #2

633 Grand Cypress Point Sanford, FL 32771

Telephone Number of Reference #2

(812)343-2192

Email Address of Reference #2

Nature of your relationship (business/personal).

Personal

Name of Reference #3 (Please do not list current elected officials)

Alyssa Williams

Address of Reference #3

Ponce Inlet, FL

Telephone Number of Reference #3

(407)973-3333

Email address of Reference #3

Nature of your relationship (business/personal).

Business

ALTA / NSPS LAND TITLE & TOPOGRAPHIC SURVEY

FOR

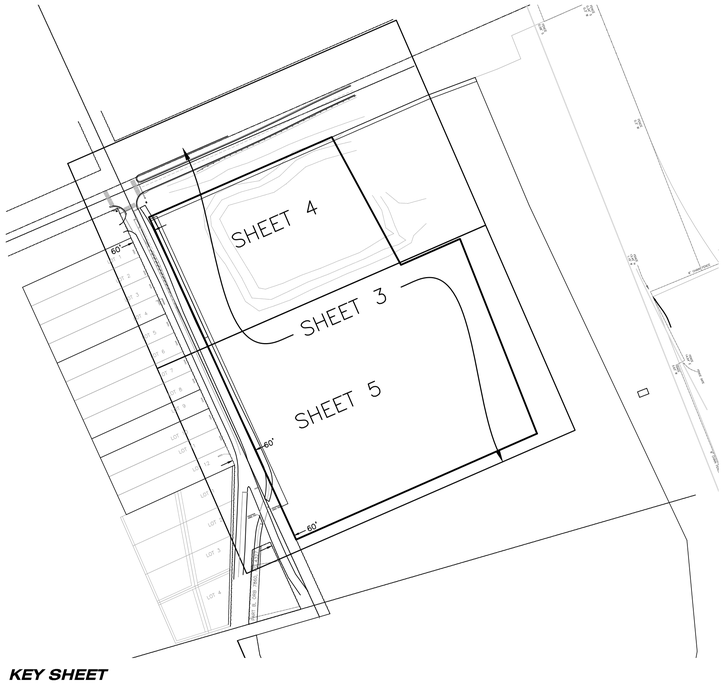
GBT REALTY CORPORATION

A PORTION OF

SECTION 41, 44, 46, 47 AND 49–
TOWNSHIP 17 SOUTH–RANGE 34 EAST
VOLUSIA COUNTY, FLORIDA

LOCATION

507 MYRTLE AVENUE, NEW SMYRNA BEACH, FL.



SCHEDULE "B" - EXCEPTIONS

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS FORM.

2. TAXES AND ASSESSMENTS FOR THE YEAR 2025 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE.

3. STANDARD EXCEPTIONS:

   A. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

   B. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.

   C. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.

   D. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS IN THE PUBLIC RECORDS.

4. ANY CLAIM THAT ANY PORTION OF THE INSURED LAND IS SOVEREIGN LANDS OF THE STATE OF FLORIDA, INCLUDING SUBMERGED, FILLED OR ARTIFICIALLY EXPOSED LANDS ACCRETED TO SUCH LAND.
   NO SUBMERGED LANDS INCLUDED IN PROJECT.

5. ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER, SEWER OR GAS SYSTEM SUPPLYING THE INSURED LAND.
   ITEMS #1 THRU 5 STANDARD EXCEPTIONS.

   A. RIGHTS OF TENANTS OCCUPYING ALL OR PART OF THE INSURED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS.
   NOT A SURVEY MATTER.

6. GRANT OF EASEMENT BY AND BETWEEN FLORIDA EAST COAST RAILWAY COMPANY, GRANTOR, AND CITY OF NEW SMYRNA BEACH, A MUNICIPAL CORPORATION, GRANTEE, RECORDED APRIL 24, 1978, IN OFFICIAL RECORDS BOOK 1977, PAGE 85.
   DOES NOT AFFECT SUBJECT PROPERTY. NOT GRAPHICALLY DEPICTED.

7. QUITCLAIM DEED AND GRANT OF EASEMENT BY AND BETWEEN FLORIDA EAST COAST RAILWAY, L.L.C., GRANTOR, AND FDG RAIL HOLDINGS 8 LLC, GRANTEE, RECORDED DECEMBER 28, 2007, IN OFFICIAL RECORDS BOOK 6173, PAGE 3151; AS AFFECTED BY THAT CERTAIN SUBORDINATION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7860, PAGE 4327.
   SUBJECT PROPERTY A PORTION OF PROPERTY DESCRIBED IN ORB 6173, PG 3151.
   ORB 7860, PG 4327, AFFECTS SUBJECT PROPERTY. SHOWN HEREON.

8. TWENTY FOOT (20') EASEMENT IN FAVOR OF THE CITY OF NEW SMYRNA AFFECTING A PORTION OF THE WESTERLY BOUNDARY OF PARCEL A AS DISCLOSED BY RIGHT–OF–WAY AND TRACT MAP DATED JUNE 30, 1916; AS AFFECTED BY FLORIDA EAST COAST RAILWAY COMPANY STATION MAP V.2/S.T. 1C, DATED SEPTEMBER 18, 1945; REDRAWN AND CORRECTED OCTOBER 12, 1970; AND A WILLIAM E. SWOOPE JR. SKETCH AND LEGAL DATED SEPTEMBER 14, 1975 SHOWING A 30 FOOT EASEMENT; AS DISCLOSED BY UPHAM, INC., PROFESSIONAL SURVEYORS, WORK ORDER #071206 DATED DECEMBER 14, 2007, WHICH IS RECORDED AS EXHIBIT A TO EASEMENT DEED RECORDED OCTOBER 19, 2009 IN OFFICIAL RECORDS BOOK 6407, PAGE 4943.
   DOES NOT AFFECT SUBJECT PROPERTY. OFF SITE, NOT GRAPHICALLY DEPICTED.

9. UNRECORDED LICENSES REFERRED TO IN, AND EASEMENT IN FAVOR OF PI LAND HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY BY EASEMENT AGREEMENT RECORDED APRIL 17, 2014 IN OFFICIAL RECORDS BOOK 6979, PAGE 4629; SUBORDINATION AGREEMENT RECORDED JUNE 5, 2020, IN OFFICIAL RECORDS BOOK 7860, PAGE 4343; AS AFFECTED BY THAT CERTAIN SUBORDINATION OF UTILITY INTERESTS RECORDED IN OFFICIAL RECORDS BOOK 8135, PAGE 768.
   ORB 6979, PG 4629, AFFECTS SUBJECT PROPERTY. SHOWN HEREON.
   ORB 7860, PG 4327, AFFECTS SUBJECT PROPERTY. SHOWN HEREON.
   ORB 8135, PG 768, DOES NOT AFFECT SUBJECT PROPERTY. OFF SITE, NOT GRAPHICALLY DEPICTED.

10. ASSIGNMENT OF DEVELOPMENT RIGHTS RECORDED IN OFFICIAL RECORDS BOOK 7143, PAGE 4645.
    ORB 7143, PG 4645, DOES NOT AFFECT SUBJECT PROPERTY. OFF SITE, NOT GRAPHICALLY DEPICTED.

11. ASSIGNMENT OF DEVELOPMENT RIGHTS RECORDED IN OFFICIAL RECORDS BOOK 7143, PAGE 4654.
    ORB 7143, PG 4654, PARENT TRACT OF SUBJECT PROPERTY. AFFECTS SUBJECT PROPERTY.
    BLANKET IN NATURE NOT GRAPHICALLY DEPICTED.

12. EASEMENT AGREEMENT BY AND BETWEEN FDG RAIL HOLDINGS 8 LLC, A DELAWARE LIMITED LIABILITY COMPANY, GRANTOR, AND FDG FLAGER STATION II LLC, A DELAWARE LIMITED LIABILITY COMPANY, GRANTEE, RECORDED JULY 28, 2015, IN OFFICIAL RECORDS BOOK 7143, PAGE 4717; AS AFFECTED BY THAT CERTAIN SUBORDINATION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7860, PAGE 4359.
    ORB 7143, PG 4717, AFFECTS SUBJECT PROPERTY. SHOWN HEREON.
    ORB 7860, PG 4359, SAME AS ITEM #7, ORB ORB 7860 PG 4327, AFFECTS SUBJECT PROPERTY. SHOWN HEREON.

13. PERPETUAL EASEMENT BY AND BETWEEN NSB 103 DEVELOPMENT LLC, A FLORIDA LIMITED LIABILITY COMPANY, GRANTOR, AND CITY OF NEW SMYRNA BEACH, A FLORIDA SUBDIVISION, GRANTEE, RECORDED JUNE 5, 2020, IN OFFICIAL RECORDS BOOK 7860, PAGE 4311.
    AFFECTS SUBJECT PROPERTY. SHOWN HEREON.

14. RESTRICTIONS, COVENANTS, AND CONDITIONS AS SET FORTH IN THAT CERTAIN DECLARATION OF RESTRICTIVE COVENANT RECORDED APRIL 25, 2022 IN OFFICIAL RECORDS BOOK 8242, PAGE 1411, AS MAY BE SUBSEQUENTLY AMENDED.
    DOES NOT AFFECT SUBJECT PROPERTY. OFF SITE, NOT GRAPHICALLY DEPICTED.

15. RESTRICTIONS, COVENANTS, AND CONDITIONS AS SET FORTH IN THAT CERTAIN DECLARATION OF RESTRICTIVE COVENANT RECORDED MAY 24, 2022 IN OFFICIAL RECORDS BOOK 8259, PAGE 882, AS MAY BE SUBSEQUENTLY AMENDED.
    SAME AS # 14 ABOVE.
    DOES NOT AFFECT SUBJECT PROPERTY. OFF SITE, NOT GRAPHICALLY DEPICTED.

    FOR 2024 TAX YEAR PARCEL/ID # 741923000041, GROSS TAX AMOUNT IS $31,909.53, EXEMPTION TYPE IS NONE, AND PAYMENT STATUS IS PAID.
    NOT A SURVEY MATTER.

UTILITY CONTACTS:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN–SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

–UTILITY COMPANIES HAVE BEEN CONTACTED THROUGH "CALL SUNSHINE"
(UNDERGROUND CABLE LOCATING SERVICE) 1–800–432–4770
TICKET No. 202507569 (S.R. 44) AS PER THE "UNDERGROUND FACILITY DAMAGE PREVENTION ACT".

–THE FOLLOWING UTILITIES RESPONDED AFTER NOTIFICATION BY "CALL SUNSHINE".

TICKET 202507569
FL : VOLUSIA COUNTY, NEW SMYRNA BEACH
SR 44

AT&T NATIONAL DAMAGE PREVENTION:
*** NOTIFICATION OF HIGH PRIORITY FACILITIES ONSITE ***
THIS LOCATE REQUEST IS NEAR AN AT&T HIGH PROFILE FACILITY. BEFORE DIGGING IN THIS AREA WAIT ON LOCATES TO BE PERFORMED. TAKE CARE TO OBSERVE SITE MARKINGS SUCH AS PAINT AND FLAGS. HAND DIGGING IS MANDATORY WITHIN THE STATUTORY TOLERANCE ZONE.

A T & T/ DISTRIBUTION
– NO CONFLICT – UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

CHARTER COMMUNICATIONS
– NO CONFLICT – UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

COGENT COMMUNICATIONS
– CLEAR NO FACILITIES

FLORIDA POWER & LIGHT – NORTH FIBER
– CLEAR NO FACILITIES

FLORIDA PUBLIC UTILITIES CO.
– MARKED

UNITI FIBER LLC
– CLEAR NO FACILITIES

UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH – ELECTRIC
– NO CONFLICT – UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH – WATER
– MARKED

WIRE 3, LLC
– NO CONFLICT – UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

USSP01:
– SPRINT FIBER OPTIC CABLE, WITH COGENT COMMUNICATIONS, WILL NOT BE IMPACTED BY THE WORK AS DESCRIBED ON THIS ONE–CALL CENTER TICKET. IF YOU HAVE ANY QUESTIONS OR CONCERNS, PLEASE CALL THE COGENT'S CALL BEFORE YOU DIG GROUP AT 1–800–521–0579.

CHARTER–TIME WARNER CAB
– NOT MARKED EXCAVATION SITE CLEAR*

FPL FIBER
– NOT MARKED EXCAVATION SITE CLEAR*

UTILITY CONTACTS:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN–SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

–UTILITY COMPANIES HAVE BEEN CONTACTED THROUGH "CALL SUNSHINE"
(UNDERGROUND CABLE LOCATING SERVICE) 1–800–432–4770
PER THE "UNDERGROUND FACILITY DAMAGE PREVENTION ACT".

–THE FOLLOWING UTILITIES RESPONDED AFTER NOTIFICATION BY "CALL SUNSHINE".

TICKET No. 202507604
FL : VOLUSIA COUNTY, NEW SMYRNA BEACH
S MYRTLE AVE

A T & T/ DISTRIBUTION
– MARKED

CHARTER COMMUNICATIONS
– MARKED

COGENT COMMUNICATIONS
– CLEAR NO FACILITIES

FLORIDA POWER & LIGHT – NORTH FIBER
– CLEAR NO FACILITIES

FLORIDA PUBLIC UTILITIES CO.
– MARKED

UNITI FIBER LLC
– CLEAR NO FACILITIES

UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH – ELECTRIC
– NO CONFLICT – UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH – WATER
– MARKED

WIRE 3, LLC
– NO CONFLICT – UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

USSP01:
– SPRINT FIBER OPTIC CABLE, WITH COGENT COMMUNICATIONS, WILL NOT BE IMPACTED BY THE WORK AS DESCRIBED ON THIS ONE–CALL CENTER TICKET. IF YOU HAVE ANY QUESTIONS OR CONCERNS, PLEASE CALL THE COGENT'S CALL BEFORE YOU DIG GROUP AT 1–800–521–0579.

FPL FIBER
– NOT MARKED EXCAVATION SITE CLEAR*

UTILITY CONTACTS:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN–SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

–UTILITY COMPANIES HAVE BEEN CONTACTED THROUGH "CALL SUNSHINE"
(UNDERGROUND CABLE LOCATING SERVICE) 1–800–432–4770
TICKET No.'S 202507664, 202507569, AND 202507664 AS PER THE "UNDERGROUND FACILITY DAMAGE PREVENTION ACT".

–THE FOLLOWING UTILITIES RESPONDED AFTER NOTIFICATION BY "CALL SUNSHINE".

TICKET 202507664
FL : VOLUSIA COUNTY, NEW SMYRNA BEACH
ENDSLEY LN

AT&T NATIONAL DAMAGE PREVENTION:
*** NOTIFICATION OF HIGH PRIORITY FACILITIES ONSITE ***
THIS LOCATE REQUEST IS NEAR AN AT&T HIGH PROFILE FACILITY. BEFORE DIGGING IN THIS AREA WAIT ON LOCATES TO BE PERFORMED. TAKE CARE TO OBSERVE SITE MARKINGS SUCH AS PAINT AND FLAGS. HAND DIGGING IS MANDATORY WITHIN THE STATUTORY TOLERANCE ZONE.

A T & T/ DISTRIBUTION
– NO CONFLICT – UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

CHARTER COMMUNICATIONS
– CLEAR NO FACILITIES

FLORIDA PUBLIC UTILITIES CO.
– MARKED

UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH – ELECTRIC
– CLEAR NO FACILITIES

UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH – WATER
– CLEAR NO FACILITIES

CHARTER–TIME WARNER CAB
– MARKED 4 – EXCAVATION SITE CLEAR

NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 5

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
(386) 761–5385
PORT ORANGE, FL. 32127
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com
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TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	CHECKED BY
SPECIFIC PURPOSE			
ALTA/ NSPS SURVEY	JULY 30, 2025	25–0655	J. HATTENDORF
TOPOGRAPHIC SURVEY	JULY 30, 2025	25–0655	J. HATTENDORF
FOUNDATION LOCATION			
FINAL IMPROVEMENTS			
RECERTIFICATION			

FIELD DATE: JULY 30, 2025 — FIELD BOOK:1558
PARTY CHIEF: J. PENFIELD, K. HELMICK — PAGE (S): 47, 50, 51, 55
DRAWN BY: J. MOLLER — FIELD BOOK:1560
CHECKED BY: J. HATTENDORF — PAGE (S): 16–18, 24, 26–28

ALTA/NSPS LAND TITLE SURVEY AND TOPOGRAPHIC SURVEY
507 MYRTLE STREET,
NEW SMYRNA BEACH, FLORIDA
CLIENT: GBT REALTY CORPORATION

PROJECT: 07104
JOB: 25–0655
SCALE: N/A
SHEET: 2 OF 5

FILE: K:/ 25/ 250655 SPROUTS ALTA/ 250655 ALTA.DWG

ALTA / NSPS LAND TITLE
& TOPOGRAPHIC SURVEY

FOR

GBT REALTY CORPORATION



NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 5

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
SUITE 101
PORT ORANGE, FL. 32127
LICENSED BUSINESS CERTIFICATION NUMBER 3019

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TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	CHECKED BY
SPECIFIC PURPOSE			
ALTA/ NSPS SURVEY	JULY 30, 2025	25-0655	J. HATTENDORF
TOPOGRAPHIC SURVEY	JULY 30, 2025	25-0655	J. HATTENDORF
FOUNDATION LOCATION			
FINAL IMPROVEMENTS			
RECERTIFICATION			

FIELD DATE: JULY 30, 2025	FIELD BOOK:1558	PAGE (S): 47, 50, 51, 55
PARTY CHIEF: J. PENFIELD K. HELMICK		
DRAWN BY: J. MOLLER	FIELD BOOK:1560	PAGE (S): 16-18, 24, 26-28
CHECKED BY: J. HATTENDORF		

ALTA/NSPS LAND TITLE SURVEY
AND TOPOGRAPHIC SURVEY

507 MYRTLE STREET,
NEW SMYRNA BEACH, FLORIDA

CLIENT: GBT REALTY CORPORATION

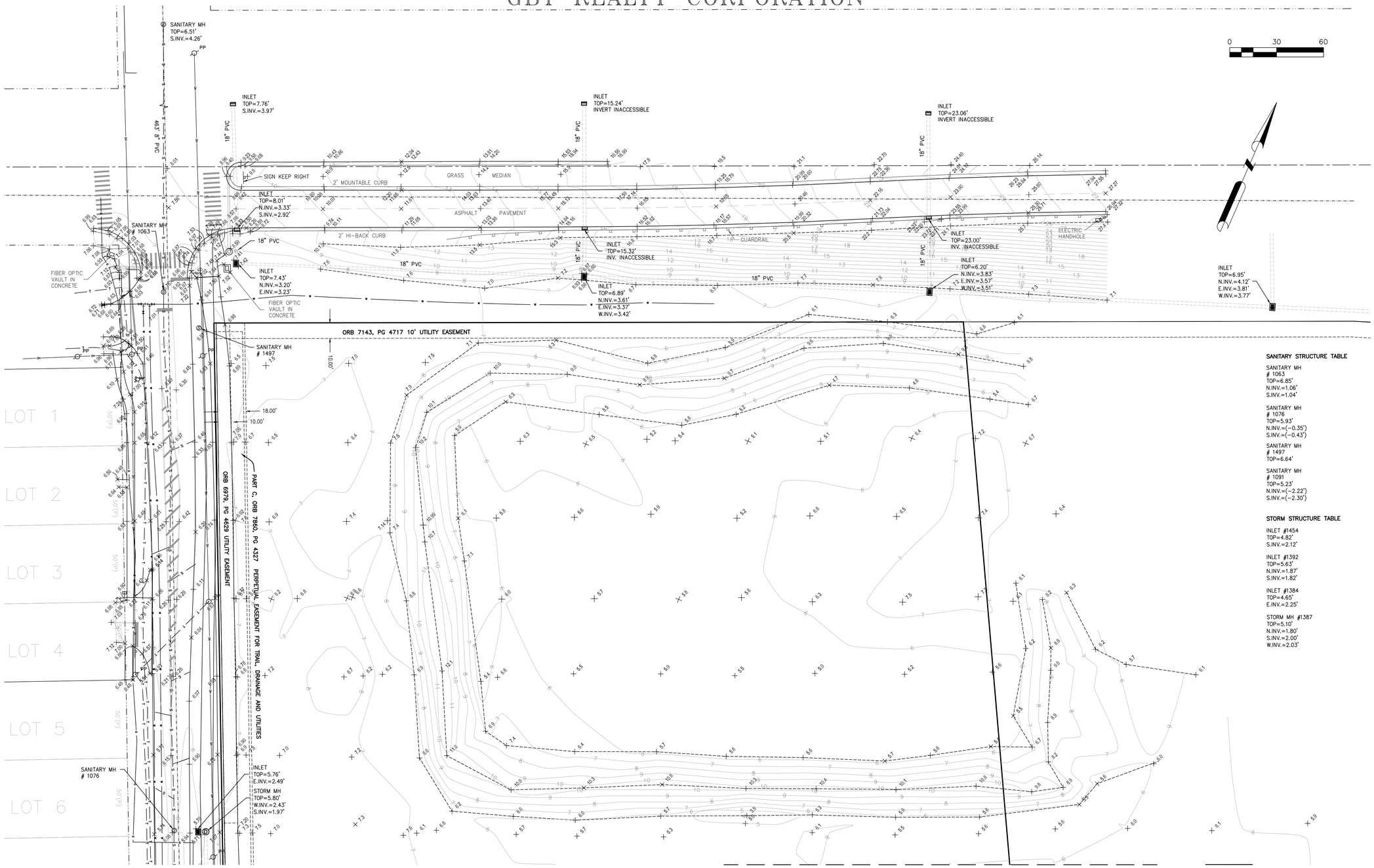
PROJECT: 07104
JOB: 25-0655
SCALE: 1"=100'
SHEET: 3 OF 5

FILE: K:/ 25/ 250655 SPROUTS ALTA/ 250655 ALTA.DWG

ALTA / NSPS LAND TITLE
& TOPOGRAPHIC SURVEY

FOR

GBT REALTY CORPORATION



SANITARY STRUCTURE TABLE

SANITARY MH
# 1063
TOP=6.85'
N.INV.=1.06'
S.INV.=1.04'

SANITARY MH
# 1076
TOP=5.93'
N.INV.=(-0.35')
S.INV.=(-0.43')

SANITARY MH
# 1497
TOP=6.64'

SANITARY MH
# 1091
TOP=5.23'
N.INV.=(-2.22')
S.INV.=(-2.30')

STORM STRUCTURE TABLE

INLET #1454
TOP=4.82'
S.INV.=2.12'

INLET #1392
TOP=5.63'
N.INV.=1.87'
S.INV.=1.82'

INLET #1384
TOP=4.65'
E.INV.=2.25'

STORM MH #1387
TOP=5.10'
N.INV.=1.80'
S.INV.=2.00'
W.INV.=2.03'

NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 5

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
LICENSED BUSINESS CERTIFICATION NUMBER 3019

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TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	CHECKED BY
SPECIFIC PURPOSE			
ALTA/ NSPS SURVEY	JULY 30, 2025	25-0655	J. HATTENDORF
TOPOGRAPHIC SURVEY	JULY 30, 2025	25-0655	J. HATTENDORF
FOUNDATION LOCATION			
FINAL IMPROVEMENTS			
RECERTIFICATION			

FIELD BOOK:	FIELD BOOK:1558
FIELD DATE: JULY 30, 2025	PAGE (S): 47, 50, 51, 55
PARTY CHIEF: J. PENFIELD K. HELMICK	FIELD BOOK:1560
DRAWN BY: J. MOLLER	PAGE (S): 16-18, 24, 26-28
CHECKED BY: J. HATTENDORF	

ALTA/NSPS LAND TITLE SURVEY
AND TOPOGRAPHIC SURVEY

507 MYRTLE STREET,
NEW SMYRNA BEACH, FLORIDA

CLIENT: GBT REALTY CORPORATION

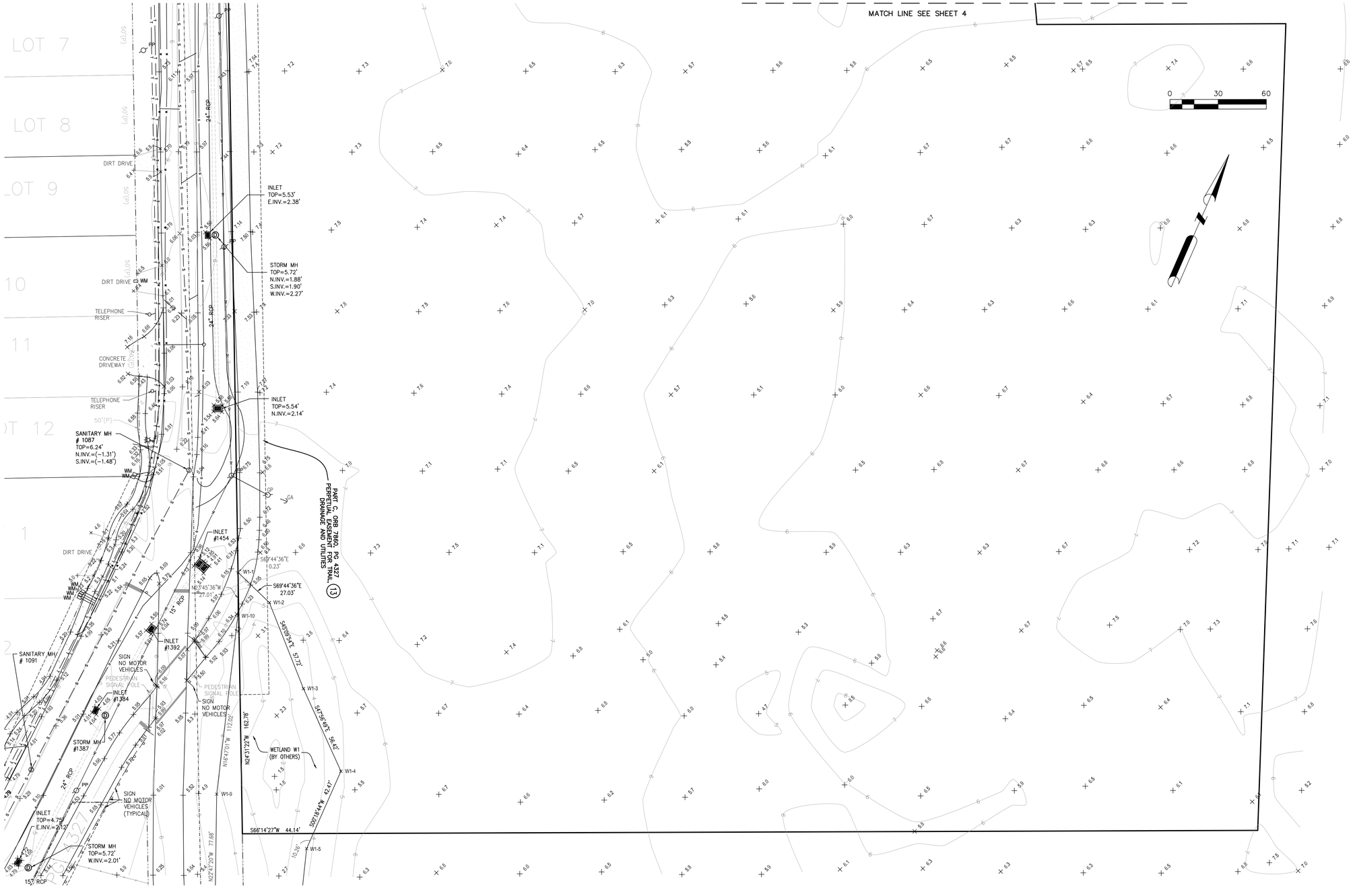
PROJECT: 07104
JOB: 25-0655
SCALE: 1"=30'
SHEET: 4 OF 5

FILE: K:/ 25/ 250655 SPROUTS ALTA/ 250655 ALTA.DWG

ALTA / NSPS LAND TITLE
& TOPOGRAPHIC SURVEY

FOR

GBT REALTY CORPORATION



NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 5

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
LICENSED BUSINESS CERTIFICATION NUMBER 3019

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TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	CHECKED BY
SPECIFIC PURPOSE			
ALTA / NSPS SURVEY	JULY 30, 2025	25-0655	J. HATTENDORF
TOPOGRAPHIC SURVEY	JULY 30, 2025	25-0655	J. HATTENDORF
FOUNDATION LOCATION			
FINAL IMPROVEMENTS			
RECERTIFICATION			

FIELD DATE: JULY 30, 2025	FIELD BOOK:1558	FIELD BOOK:1560
PARTY CHIEF: J. PENFIELD K. HELMICK	PAGE (S): 47, 50, 51, 55	PAGE (S): 16-18, 24, 26-28
DRAWN BY: J. MOLLER		
CHECKED BY: J. HATTENDORF		

ALTA / NSPS LAND TITLE SURVEY
AND TOPOGRAPHIC SURVEY

507 MYRTLE STREET,
NEW SMYRNA BEACH, FLORIDA

CLIENT: GBT REALTY CORPORATION

PROJECT: 07104
JOB: 25-0655
SCALE: 1"=30'
SHEET: 5 OF 5

FILE: K:/ 25/ 250655 SPROUTS ALTA/ 250655 ALTA.DWG