**City Commission Regular Meeting**
**Tuesday, April 28, 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

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

## 3. APPROVAL OF THE AGENDA

## 4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Proclamation: Fair Housing Month

4.B Proclamation: Tree City USA

## 5. CITY MANAGER'S REPORT

5.A City Manager's Office

## 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 regular meeting and workshops held on July 10, 2025, July 28, 2025, and April 14, 2026.

7.B Resolution No. 07-26: Consider the adoption of Resolution No. 07-26 which, if adopted, would amend Resolution No. 04-26 the hours of operation for Detwiler Park.

7.C Resolution No. 08-26: Consider the adoption of a Resolution, which, if adopted, would amend the Fiscal Year 2026 budget.

7.D Resolution 09-26: Consider a request to apply for a F.I.N.D. (Florida Inland Navigation District) Grant for Riverside Park Seawall and Docks Replacement.

7.E Resolution No. 10-26: Consider the adoption of Resolution, which, if adopted, would approve the Memorandum of Agreement (MOA) with Florida Department of Transportation for Highway Maintenance.

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

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

7.H Consider the approval of the proposal from Dredging Marine Consultants (DMC) for the design of the replacement seawall and docks along Riverside Park.

7.I Consider the approval of the award of ITB-07-26-FIN to Towns of Floors LLC for the construction renovation of the Finance Department at City Hall.

7.J Consider the approval to purchase office furniture for the Finance Department.

7.K Consider approval of a purchase of Natural Gas Generator for Police and Fire Department.

7.L Consider the approval of a purchase and sale agreement between the City of New Smyrna Beach and Cathrynne K Loos for Property Located on 5th Street.

7.M Special Event: Consider the approval of the Flagler Tavern Cinco de Mayo Celebration 2026 Event, to be held on Monday May 5, 2026.

7.N Special Event: Consider the approval of the Flagler Tavern Summer Solstice Celebration 2026, to be held on Saturday June 20, 2026.

## 8. ADMINISTRATIVE ITEMS/NEW BUSINESS

## 9. QUASI-JUDICIAL HEARINGS

## 10. PUBLIC HEARINGS

## 11. ORDINANCES FIRST READINGS

11.A Ordinance No. 27-26: Conduct a First Reading an Ordinance, which if adopted upon the Second Reading and Public Hearing, would amend sections 803.03, 803.05, and 804.03 of the Land Development Regulations.

11.B Ordinance No. 28-26: Conduct a First Reading of an Ordinance, which, if adopted, upon the Second Reading and Public Hearing, would amend section 305.05 of the Land Development Regulations.

## 12. BOARDS AND COMMISSIONS

12.A Board Vacancy Notice: Historic Preservation Commission. The Commission has one member whose terms is expiring and is eligible for reappointment

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

## 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**

**PROCLAMATION: FAIR HOUSING MONTH**

**April 28, 2026**

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**Background:**

April is recognized nationwide as Fair Housing Month to commemorate the passage of the Fair Housing Act of 1968, which prohibits discrimination in housing based on race, color, national origin, religion, sex, familial status, or disability. Fair Housing Month provides an opportunity to reaffirm the City's commitment to equal housing opportunity and to promote awareness of the importance of ensuring fair, inclusive, and accessible housing for all residents.

**Fiscal Analysis:**

None.

**Strategic Plan Item:**

No

Staff Report Created By: Sharon Taylor-Harding

**Attachments:**

Fair Housing Proclamation.pdf

# Proclamation Recognizing
# April as
# Fair Housing Month

**WHEREAS**, the Fair Housing Act, enacted on April 11, 1968, affirmed as federal law the national commitment to eliminate housing discrimination and dismantle patterns of segregation in communities across the United States; and

**WHEREAS**, the Fair Housing Act prohibits discrimination in housing on the basis of race, color, religion, sex, familial status, national origin, and disability, and requires jurisdictions receiving federal funds to affirmatively further fair housing within their communities; and

**WHEREAS**, the City of New Smyrna Beach supports and upholds the intent and purpose of the Fair Housing Act by promoting fair, equal, and inclusive housing opportunities for all residents and prospective residents; and diverse and inclusive neighborhoods strengthen the social fabric of the community and contribute to economic vitality, public health, environmental sustainability, and overall quality of life; and

**WHEREAS**, despite more than fifty years having passed since the enactment of the Fair Housing Act, housing discrimination and barriers to equal access continue to exist, underscoring the ongoing need for education, awareness, and enforcement; and

**WHEREAS**, acts of housing discrimination are fundamentally inconsistent with the principles of fairness, dignity, and equal opportunity upon which the community of New Smyrna Beach is built.

**NOW, THEREFORE,** I, Fred E. Cleveland, Mayor of the City of New Smyrna Beach, Florida, do hereby proclaim the month of April 2026 as

**FAIR HOUSING MONTH**

in the City of New Smyrna Beach, and reaffirm the City's commitment to fostering an inclusive community that supports fair housing practices and encourages public and private efforts to ensure equal housing opportunities for all.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of New Smyrna Beach to be affixed this **28th day of April, 2026**.

Fred E. Cleveland
Mayor

Sharon Taylor-Harding
City Clerk

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

**PROCLAMATION: TREE CITY USA**

**April 28, 2026**

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**Background:**

The Arbor Day Foundation's Tree City USA program recognizes communities nationwide that demonstrate a commitment to effective urban forest management and environmental stewardship. To qualify for this designation, a city must meet established standards related to responsible tree care, including maintaining a tree board or department, adopting a public tree ordinance, investing in urban forestry, and observing Arbor Day. The City of New Smyrna Beach has met these requirements and earned Tree City USA recognition in acknowledgment of its ongoing efforts to protect and enhance the community's tree canopy for the benefit of residents and visitors.

**Fiscal Analysis:**

N/A

**Strategic Plan Item:**

No

Staff Report Created By: Sharon Taylor-Harding

**Attachments:**

Proclamation - Tree City USA.pdf

# Proclamation Recognizing

# City of New Smyrna Beach,
# 2025 Tree City USA Recognition

**WHEREAS**, trees are a vital part of the natural and built environment, providing environmental, social, and economic benefits including improved air and water quality, shade, wildlife habitat, stormwater management, and enhanced quality of life for residents and visitors; and

**WHEREAS**, the Arbor Day Foundation's Tree City USA program recognizes municipalities across the United States that demonstrate a commitment to effective urban forest management and responsible stewardship of public trees; and

**WHEREAS**, to earn Tree City USA recognition, a community must meet four core standards, including maintaining a tree board or department, having a public tree care ordinance, investing in urban forestry, and observing Arbor Day; and

**WHEREAS**, the City of New Smyrna Beach has met these standards and has demonstrated ongoing dedication to preserving, maintaining, and enhancing its urban forest through thoughtful planning, investment, and community engagement; and

**WHEREAS**, the City's efforts reflect a long-standing commitment to environmental sustainability and to protecting and enhancing the tree canopy for the benefit of present and future generations;

**NOW, THEREFORE**, I, **Fred E. Cleveland**, Mayor of the City of New Smyrna Beach, Florida, do hereby recognize and congratulate the **City of New Smyrna Beach** on earning **2025 Tree City USA Recognition**, and commend City staff, volunteers, and residents for their continued commitment to responsible urban forestry and environmental stewardship.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of New Smyrna Beach to be affixed this **28th day of April, 2026**.

Fred E. Cleveland
Mayor

Sharon Taylor-Harding
City Clerk

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

**CITY MANAGER'S OFFICE**

**April 28, 2026**

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**Background:**
City Manager's Report

**Fiscal Analysis:**
N/A

**Strategic Plan Item:**
No

Staff Report Created By: Tammy Kosorok - Executive Assistant

**Attachments:**

CM Report 4-28-26 with KC Edits and Attachments.pdf

# MEMORANDUM

**FROM THE OFFICE OF THE CITY MANAGER**

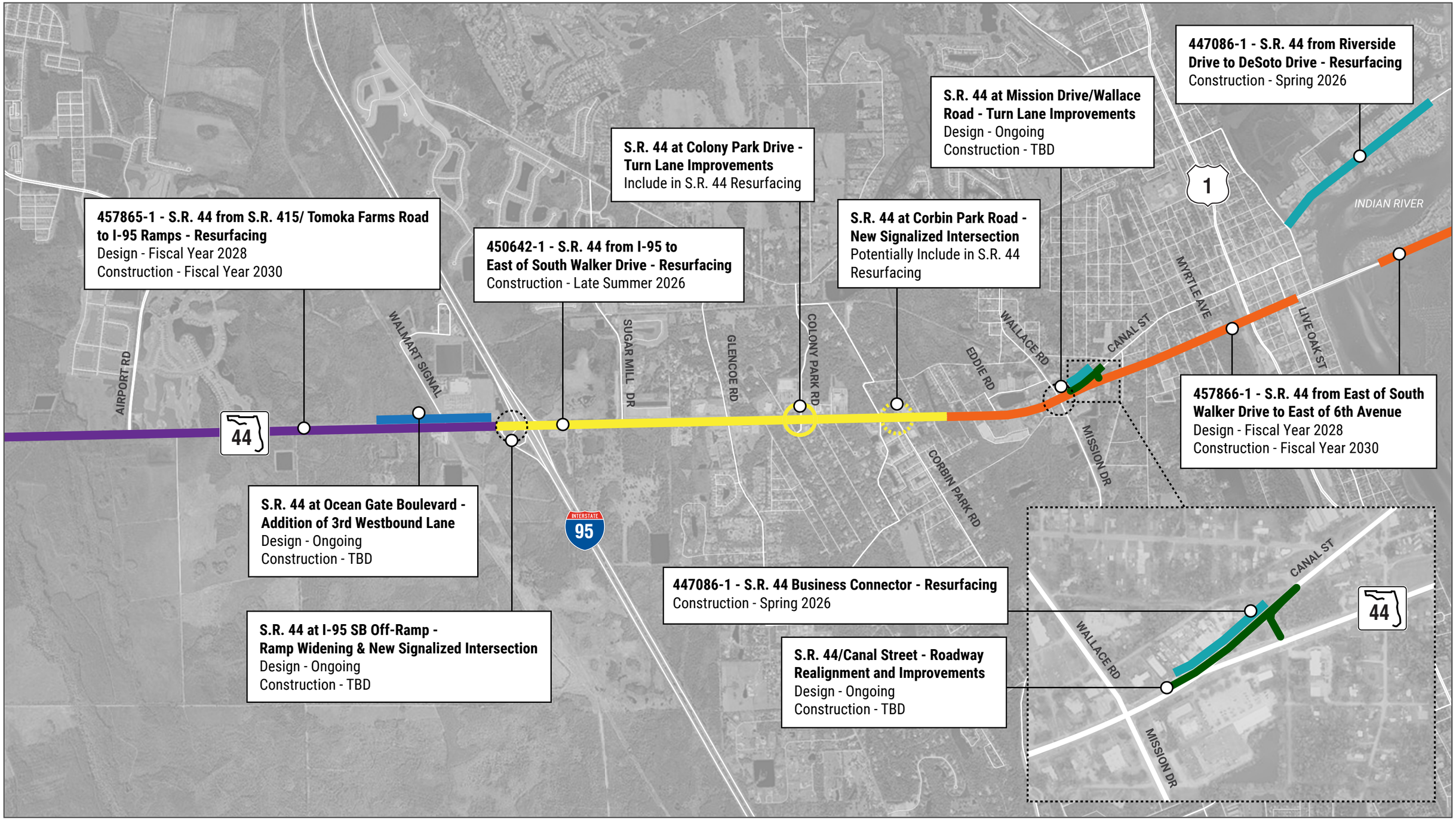
**To:** Mayor and City Commission

**From:** Kevin Cowper, City Manager

**Re:** **City Manager's Report – April 28, 2026**

**Date:** April 22, 2026

- Continued preparations for the 2026 Fiscal Year Budget; scheduled to be approved on September 22. Departmental Budget meetings have been conducted, and individual budget briefings have been scheduled for the City Commission May 13-14. The first budget workshop is scheduled for July 16.
- Received the attached update from FDOT outlining upcoming plans for upgrades to State Route 44. The graphic depicts the location and schedule for upcoming resurfacing projects and potential projects that were discussed at the March 24 City Commission workshop.
- Attended the Advent Health 10 Year Thank You Celebration on April 16 to celebrate the 10$^{th}$ anniversary of the Advent Health hospital campus in New Smyrna Beach.
- Attended the Earth Day Habitat for Humanity Annual Tree Planning Ceremony on April 22.
- Attended the Volusia Managers Association meeting on April 22 to discuss matters of mutual interest and intergovernmental cooperation.
- Met with staff to discuss the Myrtle Avenue Park Improvements on April 22.
- Please find attached the March Financial Report.
- Please find attached the March Permit Issuance Report.
- Please find attached the March Digital Media Report.
- Please find attached the March NSBU Monthly Capacity Metrics Report.
- Should you have any questions or need additional information or clarification on any of the teams presented in this report, please let me know.


457865-1 - S.R. 44 from S.R. 415/ Tomoka Farms Road to I-95 Ramps - Resurfacing
Design - Fiscal Year 2028
Construction - Fiscal Year 2030
450642-1 - S.R. 44 from I-95 to East of South Walker Drive - Resurfacing
Construction - Late Summer 2026
S.R. 44 at Colony Park Drive - Turn Lane Improvements
Include in S.R. 44 Resurfacing
S.R. 44 at Corbin Park Road - New Signalized Intersection
Potentially Include in S.R. 44 Resurfacing
S.R. 44 at Mission Drive/Wallace Road - Turn Lane Improvements
Design - Ongoing
Construction - TBD
447086-1 - S.R. 44 from Riverside Drive to DeSoto Drive - Resurfacing
Construction - Spring 2026
457866-1 - S.R. 44 from East of South Walker Drive to East of 6th Avenue
Design - Fiscal Year 2028
Construction - Fiscal Year 2030
S.R. 44 at Ocean Gate Boulevard - Addition of 3rd Westbound Lane
Design - Ongoing
Construction - TBD
S.R. 44 at I-95 SB Off-Ramp - Ramp Widening & New Signalized Intersection
Design - Ongoing
Construction - TBD
447086-1 - S.R. 44 Business Connector - Resurfacing
Construction - Spring 2026
S.R. 44/Canal Street - Roadway Realignment and Improvements
Design - Ongoing
Construction - TBD
AIRPORT RD
WALMART SIGNAL
SUGAR MILL DR
GLENCOE RD
COLONY PARK RD
EDDIE RD
WALLACE RD
CANAL ST
MYRTLE AVE
LIVE OAK ST
CORBIN PARK RD
MISSION DR
INDIAN RIVER
44
95
INTERSTATE
1
Scale in Feet
0
2,500
North

# City of New Smyrna Beach

## FINANCIAL REPORT FOR MONTH ENDED

## MARCH 31, 2026

# FINANCIAL REPORT AS OF MARCH 31, 2026

## Revenues and Expenses:

- Budget vs. Actuals - Budget figures represent a full 12-month period, while actuals reflect performance from October 1, 2025, through March 31, 2026 (6 months).
- Percent Recognized - This column adjusts for elapsed time to show how much of the annual budget has been recognized, enabling meaningful comparisons. Synonymous with progress-to-date.
- Revenue Timing - Some revenues are received 1–2 months in arrears, which may cause budget comparisons to appear delayed or behind schedule—even though they are on track.
- Capital Expenses/Grant Revenue Timing - Capital project timelines vary, and grant reimbursements are typically received after expenditures are incurred, making straight-line comparisons to the budget difficult.
- 50% of the year and 49% of the pay periods have been completed as of March 31, 2026.
- In general, actual operating revenues and expenses are tracking within the expected range of 49% - 50% indicating alignment with budget projections for this point in the fiscal year.

# FINANCIAL REPORT AS OF MARCH 31, 2026

## Cash:

- Cash balances remain healthy driven by front-loaded tax collections (November–April).
- Cash increased in November and December with 80% of property taxes collected but is expected to decline as spending continues, and tax inflows taper off.

## Debt:

- $1.45 million in principal payments have been made this fiscal year, representing a 4.6% reduction in the total outstanding debt.
- Total outstanding debt = $30.2 million (down from $31.6 million at the beginning of the year).

# GENERAL FUND

# GENERAL FUND

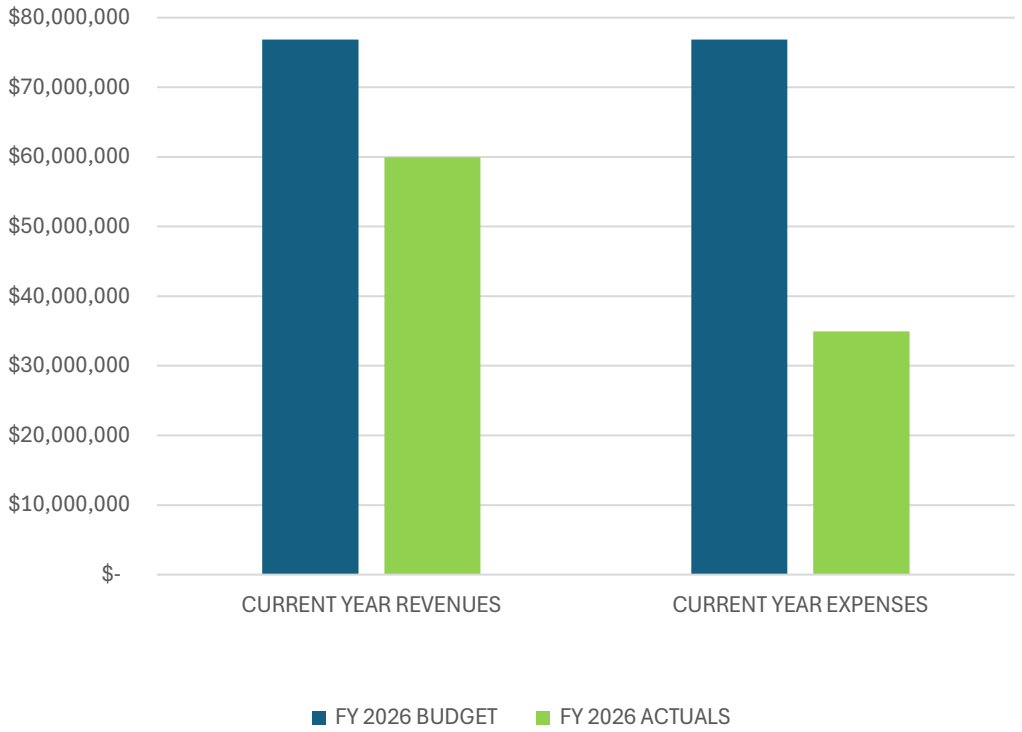
This is the primary operating fund of the City and is used to account for financial resources and activities not required to be reported in another fund. It is the most flexible and unrestricted fund and supports a broad range of government functions.

**AS OF MARCH 31, 2026**

| | | FY 2026 BUDGET 12-MONTHS | FY 2026 ACTUALS 6-MONTHS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|---|
| BEGINNING FUND BALANCE | 10/01/25 | $ 23,282,170 | $ 23,282,170 | $ - | 100% |
| REVENUES | | $ 53,600,686 | $ 36,682,172 | $ (16,918,514) | 68% |
| EXPENSES | | $ (62,120,044) | $ (21,312,147) | $ 40,807,897 | 34% |
| **NET SURPLUS (DEFICIT)** | | **$ (8,519,358)** | **$ 15,370,025** | **$ 23,889,383** | **-180%** |
| REQUIRED RESERVES | | $ (13,609,701) | $ (13,609,701) | $ - | 100% |
| UNASSIGNED FUND EQUITY | | $ (1,153,111) | $ - | $ 1,153,111 | 0% |
| | | **$ (14,762,812)** | **$ (13,609,701)** | **$ 1,153,111** | **92%** |
| ENDING FUND BALANCE | 03/31/26 | **$ -** | **$ 25,042,494** | **$ 25,042,494** | **-** |

# GENERAL FUND

## Revenues and Expenses – Budget to Actual as of March 31, 2026



# GENERAL FUND

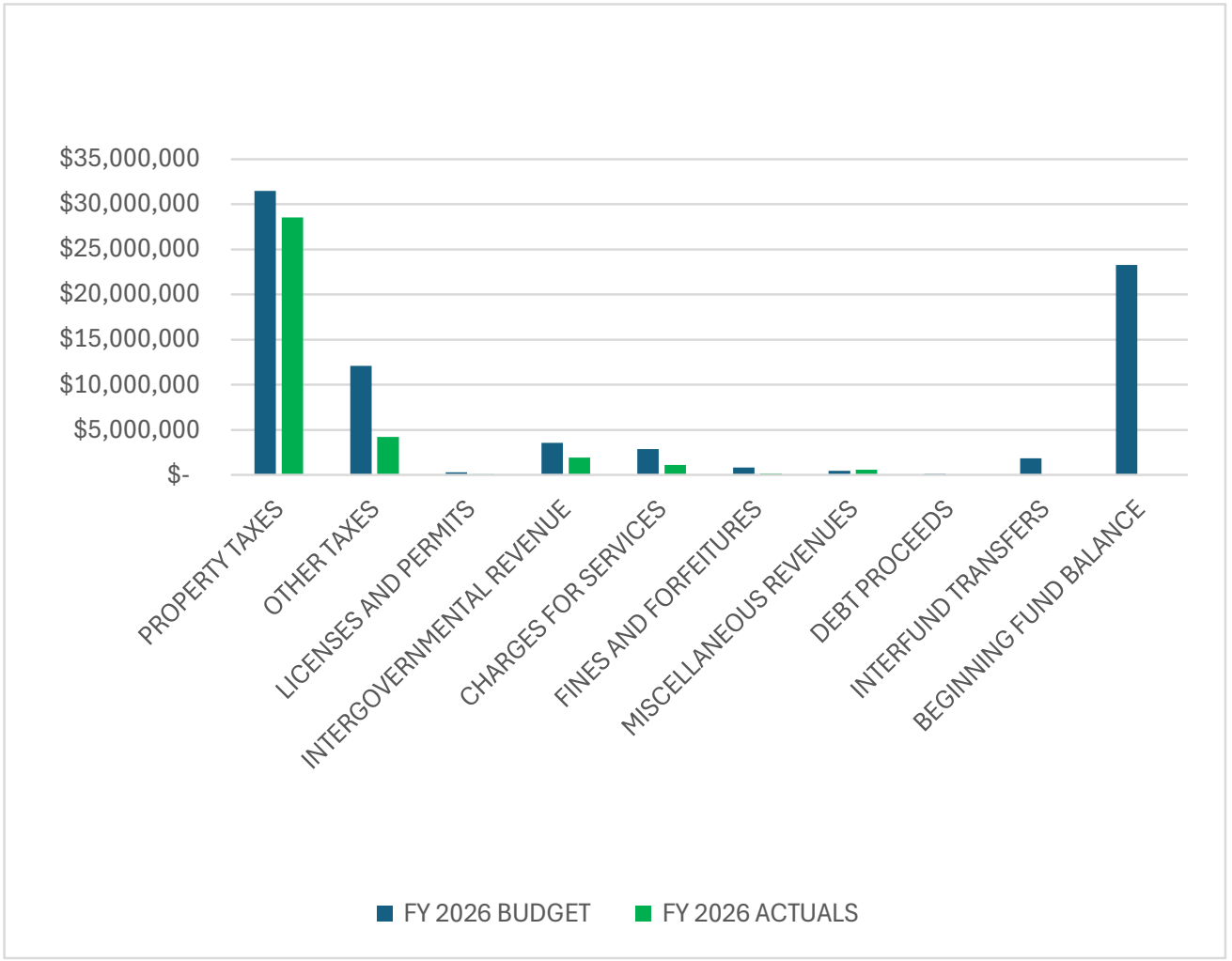
## Revenues by Type

**AS OF MARCH 31, 2026**

| | FY 2026 BUDGET 12-MONTHS | FY 2026 ACTUALS 6-MONTHS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|
| PROPERTY TAXES | $ 31,463,741 | $ 28,537,212 | $ (2,926,529) | 91% |
| OTHER TAXES | $ 12,105,187 | $ 4,212,095 | $ (7,893,092) | 35% |
| LICENSES AND PERMITS | $ 311,005 | $ 109,838 | $ (201,167) | 35% |
| INTERGOVERNMENTAL REVENUE | $ 3,579,617 | $ 1,926,949 | $ (1,652,668) | 54% |
| CHARGES FOR SERVICES | $ 2,878,504 | $ 1,124,250 | $ (1,754,254) | 39% |
| FINES AND FORFEITURES | $ 829,984 | $ 191,937 | $ (638,047) | 23% |
| MISCELLANEOUS REVENUES | $ 447,959 | $ 579,892 | $ 131,933 | 129% |
| DEBT PROCEEDS | $ 136,625 | $ - | $ (136,625) | 0% |
| INTERFUND TRANSFERS | $ 1,848,064 | $ - | $ (1,848,064) | 0% |
| BEGINNING FUND BALANCE | $ 23,282,170 | $ - | $ (23,282,170) | 0% |
| **TOTAL REVENUES** | **$ 76,882,856** | **$ 36,682,172** | **$ (40,200,684)** | **48%** |

# GENERAL FUND

## Revenues by Type – Budget to Actual as of March 31, 2026



# GENERAL FUND

## Expenses by Function

**AS OF MARCH 31, 2026**

| | FY 2026 BUDGET 12-MONTHS | FY 2026 ACTUALS 6-MONTHS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|
| CITY COMMISSION | $ (334,489) | $ (150,314) | $ 184,175 | 45% |
| CITY MANAGER | $ (1,642,315) | $ (628,521) | $ 1,013,794 | 38% |
| CITY CLERK | $ (622,715) | $ (254,087) | $ 368,628 | 41% |
| FINANCE | $ (1,512,650) | $ (614,953) | $ 897,697 | 41% |
| INFORMATION TECHNOLOGY | $ (1,940,035) | $ (1,005,809) | $ 934,227 | 52% |
| HUMAN RESOURCES | $ (805,056) | $ (311,658) | $ 493,398 | 39% |
| CITY ATTORNEY | $ (818,416) | $ (354,566) | $ 463,850 | 43% |
| PLANNING & ENGINEERING | $ (1,787,918) | $ (741,688) | $ 1,046,230 | 41% |
| PUBLIC WORKS ADMINISTRATION | $ (628,053) | $ (274,130) | $ 353,923 | 44% |
| FACILITY MAINTENANCE | $ (773,150) | $ (242,243) | $ 530,907 | 31% |
| **GENERAL GOVERNMENT** | **$ (10,864,797)** | **$ (4,577,968)** | **$ 6,286,829** | **42%** |

# GENERAL FUND

## Expenses by Function (continued)

**AS OF MARCH 31, 2026**

| | FY 2026 BUDGET 12-MONTHS | FY 2026 ACTUALS 6-MONTHS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|
| POLICE | $ (14,049,033) | $ (5,460,228) | $ 8,588,805 | 39% |
| PARKING VIOLATIONS | $ (130,000) | $ (23,605) | $ 106,395 | 18% |
| FIRE | $ (10,032,997) | $ (4,353,462) | $ 5,679,535 | 43% |
| FIRE TRANSPORT | $ (1,599,328) | $ (603,776) | $ 995,552 | 38% |
| EMERGENCY MANAGEMENT OP | $ (49,631) | $ (11,294) | $ 38,337 | 23% |
| **PUBLIC SAFETY** | **$ (25,860,989)** | **$ (10,452,364)** | **$ 15,408,625** | **40%** |
| | | | | |
| RECREATION | $ (2,375,161) | $ (944,350) | $ 1,430,811 | 40% |
| PARKS | $ (2,591,857) | $ (988,460) | $ 1,603,397 | 38% |
| SPORTS COMPLEX | $ (1,719,400) | $ (635,613) | $ 1,083,787 | 37% |
| **LEISURE SERVICES** | **$ (6,686,418)** | **$ (2,568,423)** | **$ 4,117,995** | **38%** |

# GENERAL FUND

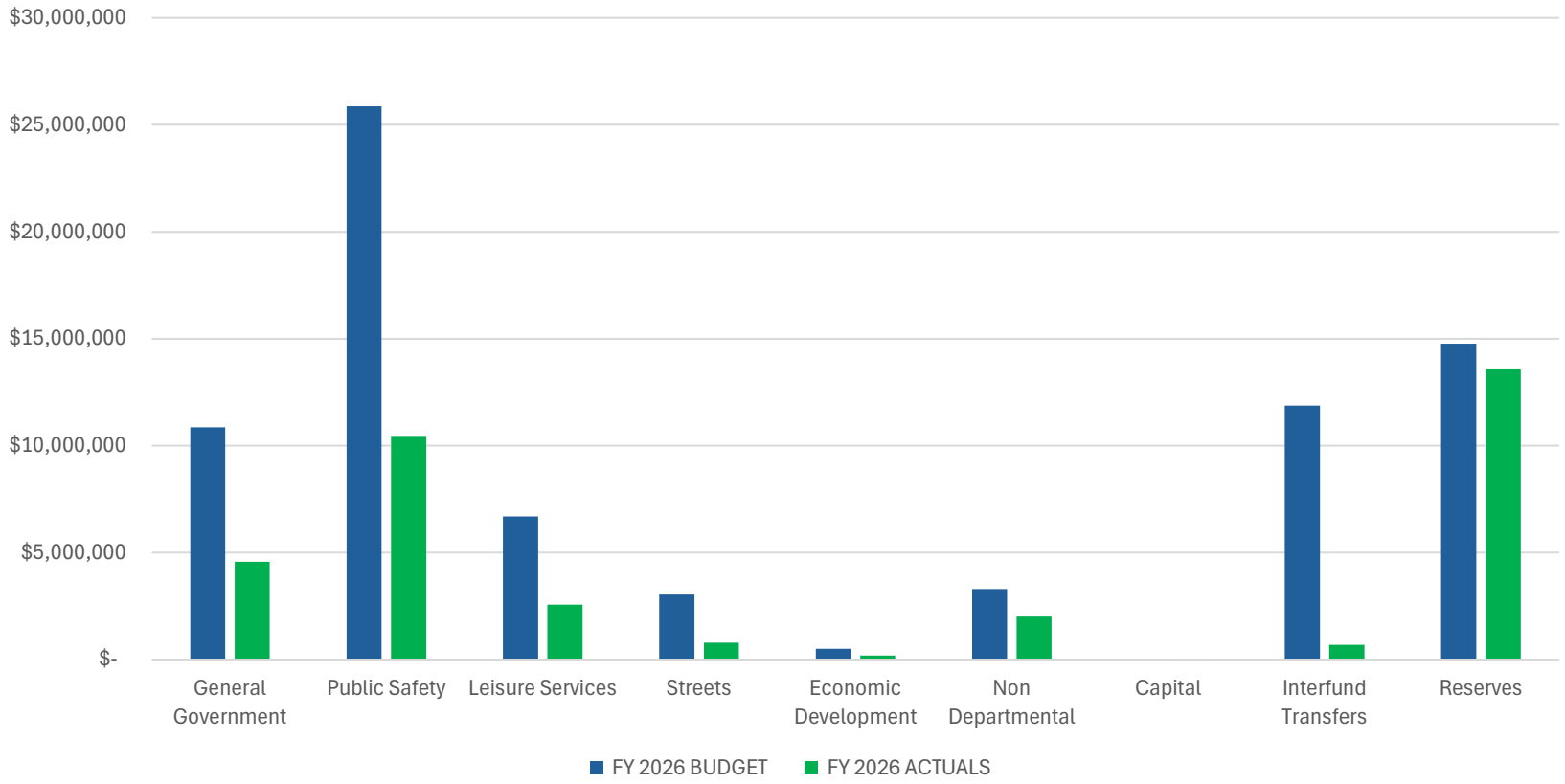
## Expenses by Function (continued)

**AS OF MARCH 31, 2026**

| | FY 2026 BUDGET 12-MONTHS | FY 2026 ACTUALS 6-MONTHS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|
| STREETS | $ (3,036,561) | $ (787,227) | $ 2,249,334 | 26% |
| ECONOMIC DEVELOPMENT | $ (508,409) | $ (191,395) | $ 317,014 | 38% |
| NON-DEPARTMENTAL | $ (3,295,055) | $ (2,000,590) | $ 1,294,465 | 61% |
| CAPITAL | $ - | $ (45,860) | $ (45,860) | - |
| INTERFUND TRANSFERS | $ (11,867,815) | $ (688,321) | $ 11,179,494 | 6% |
| **OTHER EXPENSES** | **$ (18,707,840)** | **$ (3,713,392)** | **$ 14,994,448** | **20%** |
| | | | | |
| REQUIRED RESERVES | $ (13,609,701) | $ (13,609,701) | $ - | 100% |
| UNASSIGNED FUND EQUITY | $ (1,153,111) | $ - | $ 1,153,111 | 0% |
| **RESERVES** | **$ (14,762,812)** | **$ (13,609,701)** | **$ 1,153,111** | **92%** |
| | | | | |
| **TOTAL EXPENSES** | **$ (76,882,856)** | **$ (34,921,848)** | **$ 41,961,008** | **45%** |

# GENERAL FUND

## Expenses by Function – Budget to Actual as of March 31, 2026



# GENERAL FUND

# SUB FUNDS

# BRANNON CENTER FUND

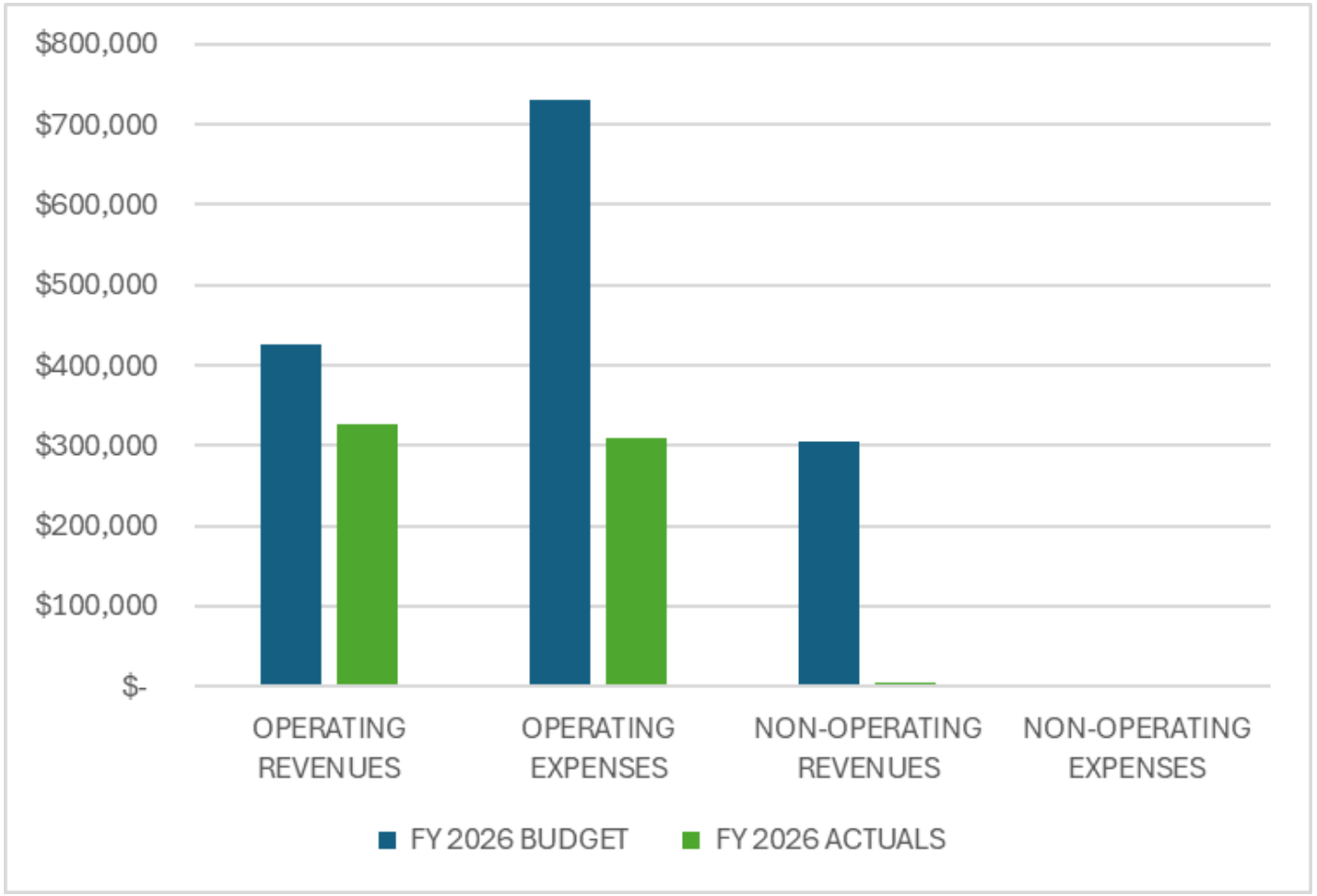
This fund accounts for the revenues and expenses associated with the operation and maintenance of the Brannon Center.

**AS OF MARCH 31, 2026**

| | | FY 2026 BUDGET 12-MONTHS | FY 2026 ACTUALS 6-MONTHS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|---|
| BEGINNING FUND BALANCE | 10/01/25 | $ - | $ - | $ - | 0% |
| OPERATING REVENUES | | $ 425,000 | $ 326,098 | $ (98,902) | 77% |
| OPERATING EXPENSES | | | | | |
| PERSONNEL SERVICES | | $ (322,414) | $ (149,391) | $ 173,023 | 46% |
| OPERATING EXPENSES | | $ (408,276) | $ (159,316) | $ 248,960 | 39% |
| **OPERATING SURPLUS (DEFICIT)** | | **$ (305,690)** | **$ 17,391** | **$ 323,081** | **-6%** |
| INTERFUND TRANSFER IN | | $ 228,690 | $ - | $ (228,690) | 0% |
| MISCELLANEOUS REVENUES | | $ 77,000 | $ 4,251 | $ (72,749) | 6% |
| CAPITAL OUTLAY | | $ - | $ - | $ - | 0% |
| OPERATING CONTINGENCY | | $ - | $ - | $ - | 0% |
| GRANTS AND AIDS | | $ - | $ - | $ - | 0% |
| **NON-OPERATING SURPLUS (DEFICIT)** | | **$ 305,690** | **$ 4,251** | **$ (301,439)** | **1%** |
| **NET SURPLUS (DEFICIT)** | | **$ -** | **$ 21,642** | **$ 21,642** | **0%** |
| ENDING FUND BALANCE | 03/31/26 | **$ -** | **$ 21,642** | **$ 21,642** | **0%** |

# BRANNON CENTER FUND

Revenues and Expenses – Budget to Actual as of March 31, 2026



# GOLF COURSE FUND

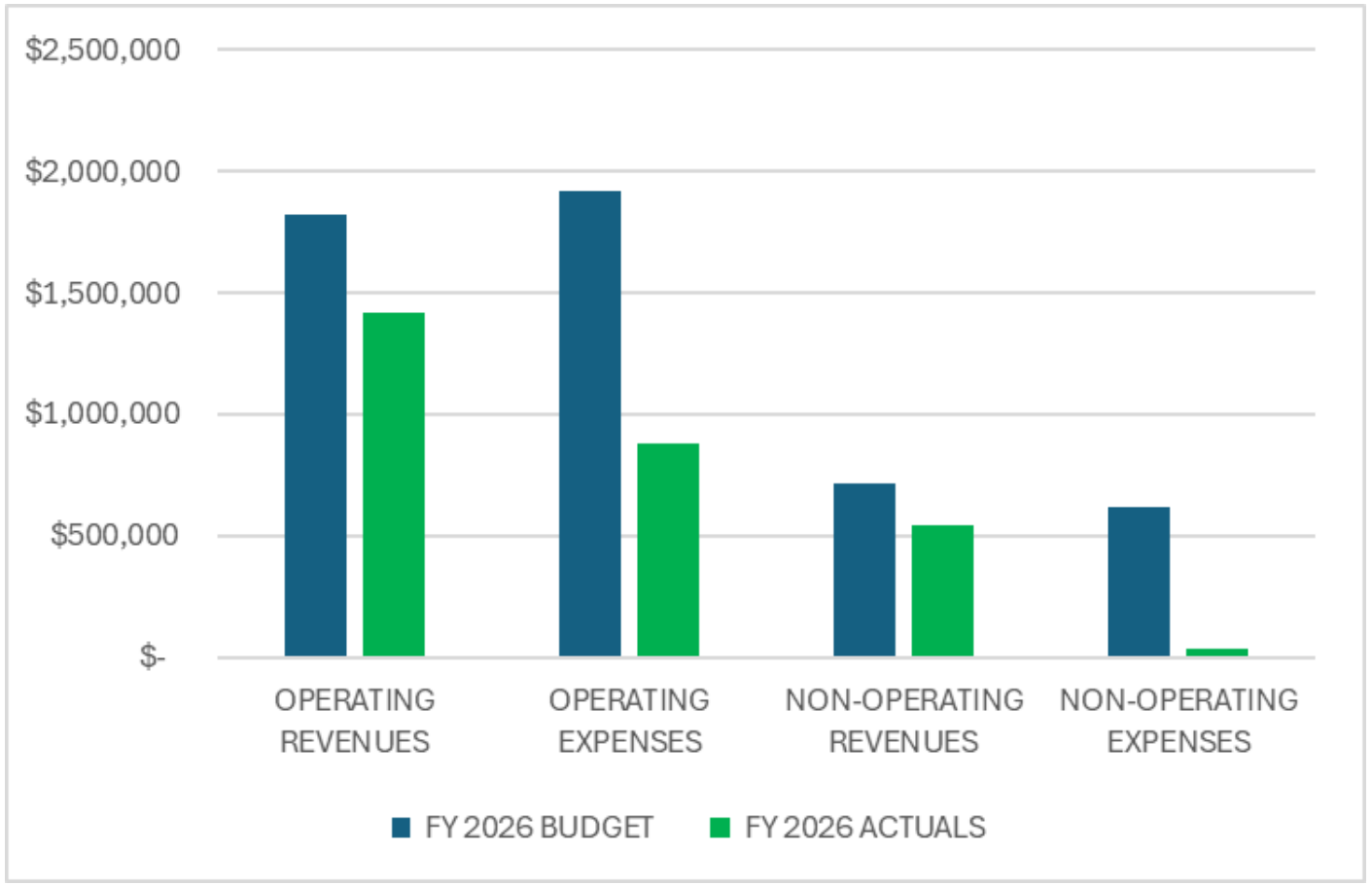
This fund accounts for the revenues and expenses associated with the operation and maintenance of the golf course.

**AS OF MARCH 31, 2026**

| | | FY 2026 BUDGET 12-MONTHS | FY 2026 ACTUALS 6-MONTHS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|---|
| BEGINNING FUND BALANCE | 10/01/25 | $ 532,597 | $ 532,597 | $ - | 100% |
| OPERATING REVENUES | | $ 1,818,100 | $ 1,414,231 | $ (403,869) | 78% |
| OPERATING EXPENSES | | | | | |
| PERSONNEL SERVICES | | $ (1,182,385) | $ (551,586) | $ 630,799 | 47% |
| OPERATING EXPENSES | | $ (733,420) | $ (330,636) | $ 402,784 | 45% |
| **OPERATING SURPLUS (DEFICIT)** | | **$ (97,705)** | **$ 532,009** | **$ 629,714** | **-545%** |
| INTERFUND TRANSFER IN | | $ 171,406 | $ - | $ (171,406) | 0% |
| MISCELLANEOUS REVENUES | | $ 12,002 | $ 10,090 | $ (1,912) | 84% |
| CAPITAL OUTLAY | | $ (5,060) | $ - | $ 5,060 | 0% |
| DEBT SERVICE | | $ (85,703) | $ (35,708) | $ 49,995 | 42% |
| UNASSIGNED FUND EQUITY | | $ (527,537) | $ - | $ 527,537 | 0% |
| **NON-OPERATING SURPLUS (DEFICIT)** | | **$ (434,892)** | **$ (25,618)** | **$ 409,274** | **6%** |
| **NET SURPLUS (DEFICIT)** | | **$ (532,597)** | **$ 506,391** | **$ 1,038,988** | **-95%** |
| ENDING FUND BALANCE | 03/31/26 | **$ -** | **$ 1,038,988** | **$ 1,038,988** | **0%** |

# GOLF COURSE FUND

Revenues and Expenses – Budget to Actual as of March 31, 2026



# OTHER OPERATING FUNDS

# MARINA FUND

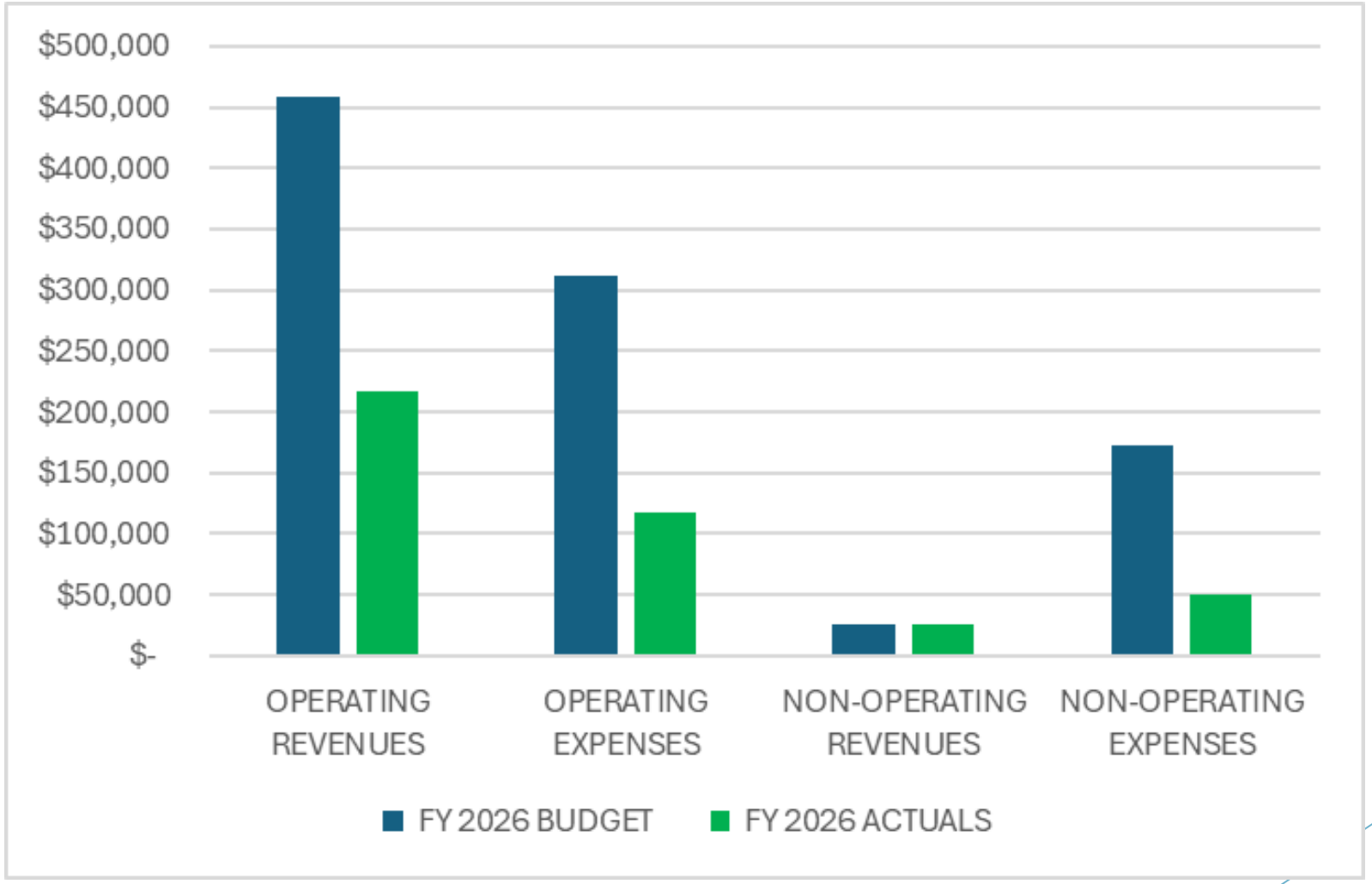
This fund accounts for marina generated revenues which are restricted for marina related purposes. It ensures marina resources benefit the marina and its users.

**AS OF MARCH 31, 2026**

| | | FY 2026 BUDGET 12-MONTHS | FY 2026 ACTUALS 6-MONTHS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|---|
| BEGINNING FUND BALANCE | 10/01/25 | $ 24,726 | $ 24,726 | $ - | 100% |
| OPERATING REVENUES | | $ 458,222 | $ 216,510 | $ (241,712) | 47% |
| OPERATING EXPENSES | | | | | |
| PERSONNEL SERVICES | | $ (210,606) | $ (85,385) | $ 125,221 | 41% |
| OPERATING EXPENSES | | $ (100,784) | $ (32,288) | $ 68,496 | 32% |
| **OPERATING SURPLUS (DEFICIT)** | | **$ 146,832** | **$ 98,836** | **$ (47,996)** | **67%** |
| MISCELLANEOUS REVENUES | | $ 1,662 | $ 699 | $ (963) | 42% |
| INTERFUND TRANSFER OUT | | $ (23,134) | $ - | $ 23,134 | 0% |
| CAPITAL OUTLAY | | $ (30,440) | $ - | $ 50,929 | 0% |
| OPERATING CONTINGENCY | | $ (5,000) | $ - | $ 5,000 | 0% |
| REQUIRED RESERVES | | $ (50,929) | $ (50,929) | $ 50,929 | 100% |
| UNASSIGNED FUND EQUITY | | $ (63,717) | $ - | $ 63,717 | 0% |
| **NON-OPERATING SURPLUS (DEFICIT)** | | **$ (171,558)** | **$ (50,230)** | **$ 192,746** | **29%** |
| **NET SURPLUS (DEFICIT)** | | **$ (24,726)** | **$ 48,606** | **$ 144,750** | **-197%** |
| ENDING FUND BALANCE | 03/31/26 | **$ -** | **$ 73,332** | **$ 144,750** | **-** |

# MARINA FUND

Revenues and Expenses – Budget to Actual as of March 31, 2026



# STORMWATER FUND

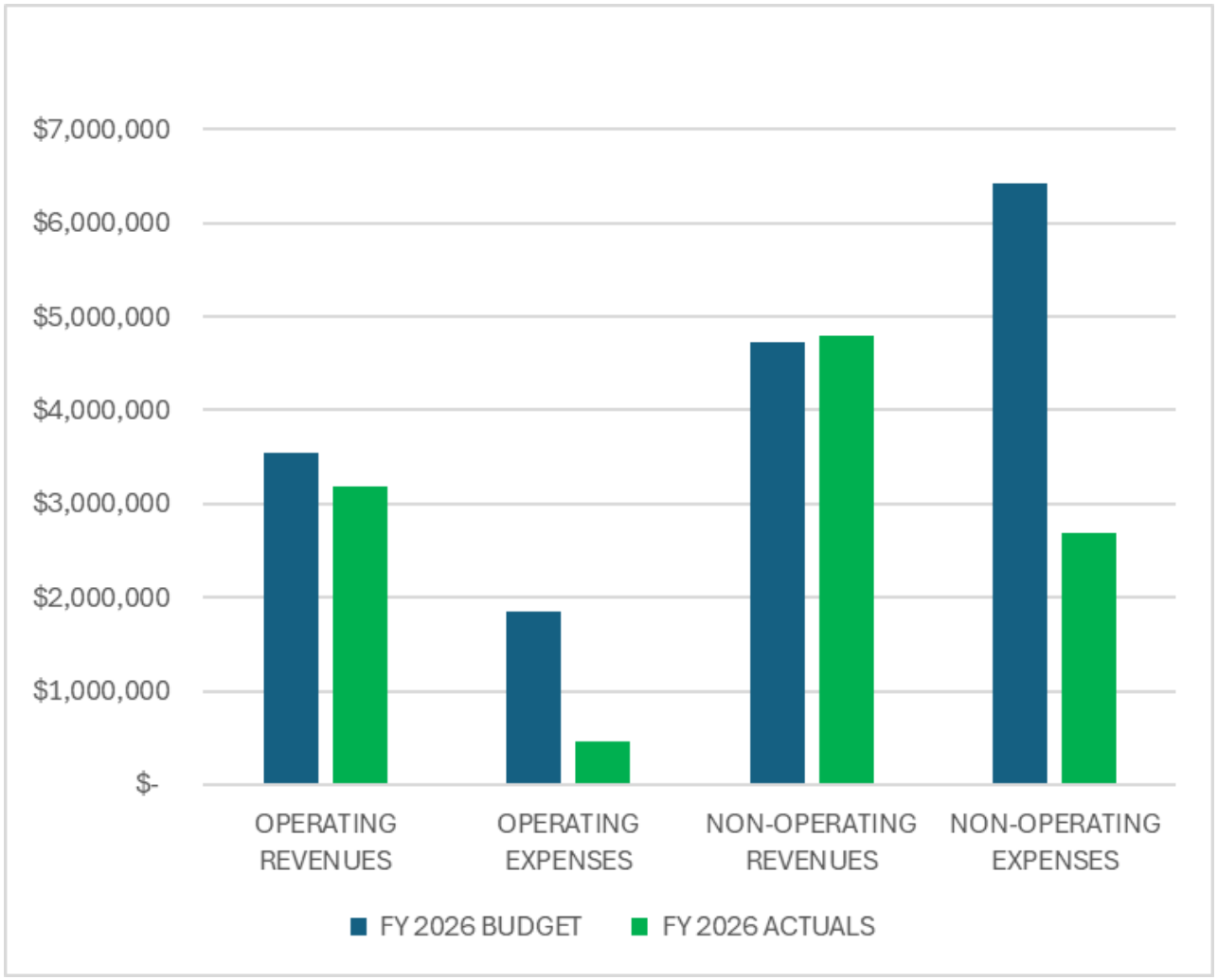
This fund accounts for stormwater fees which are restricted for expenses related to stormwater operations, maintenance and capital improvements.

**AS OF MARCH 31, 2026**

| | | FY 2026 BUDGET 12-MONTHS | FY 2026 ACTUALS 6-MONTHS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|---|
| BEGINNING FUND BALANCE | 10/01/25 | $ 4,700,000 | $ 4,700,000 | $ - | 100% |
| OPERATING REVENUES | | $ 3,552,412 | $ 3,189,293 | $ (363,119) | 90% |
| OPERATING EXPENSES | | | | | |
| PERSONNEL SERVICES | | $ (399,410) | $ (198,770) | $ 200,640 | 50% |
| OPERATING EXPENSES | | $ (1,440,929) | $ (254,294) | $ 1,186,635 | 18% |
| **OPERATING SURPLUS (DEFICIT)** | | **$ 1,712,073** | **$ 2,736,229** | **$ 1,024,156** | **160%** |
| GRANT REVENUES | | $ - | $ - | $ - | - |
| INTERFUND TRANSFERS IN | | $ - | $ - | $ - | - |
| MISCELLANEOUS REVENUES | | $ 21,580 | $ 96,200 | $ 74,620 | 446% |
| CAPITAL OUTLAY | | $ (55,000) | $ (1,513,280) | $ (1,458,280) | 2751% |
| HMP HOMEOWNER ASSISTANCE | | $ - | $ - | $ - | - |
| INTERFUND TRANSFERS OUT | | $ (5,423,892) | $ (560,872) | $ 4,863,020 | 10% |
| OPERATING CONTINGENCY | | $ (250,000) | $ - | $ 250,000 | 0% |
| REQUIRED RESERVES | | $ (616,570) | $ (616,570) | $ - | 100% |
| UNASSIGNED FUND EQUITY | | $ (88,191) | $ - | $ 88,191 | 0% |
| **NON-OPERATING SURPLUS (DEFICIT)** | | **$ (6,412,073)** | **$ (2,594,522)** | **$ 3,817,551** | **40%** |
| **NET SURPLUS (DEFICIT)** | | **$ (4,700,000)** | **$ 141,707** | **$ 4,841,707** | **-3%** |
| ENDING FUND BALANCE | 03/31/26 | **$ -** | **$ 4,841,707** | **$ 4,841,707** | **-** |

# STORMWATER FUND

Revenues and Expenses – Budget to Actual as of March 31, 2026



# AIRPORT FUND

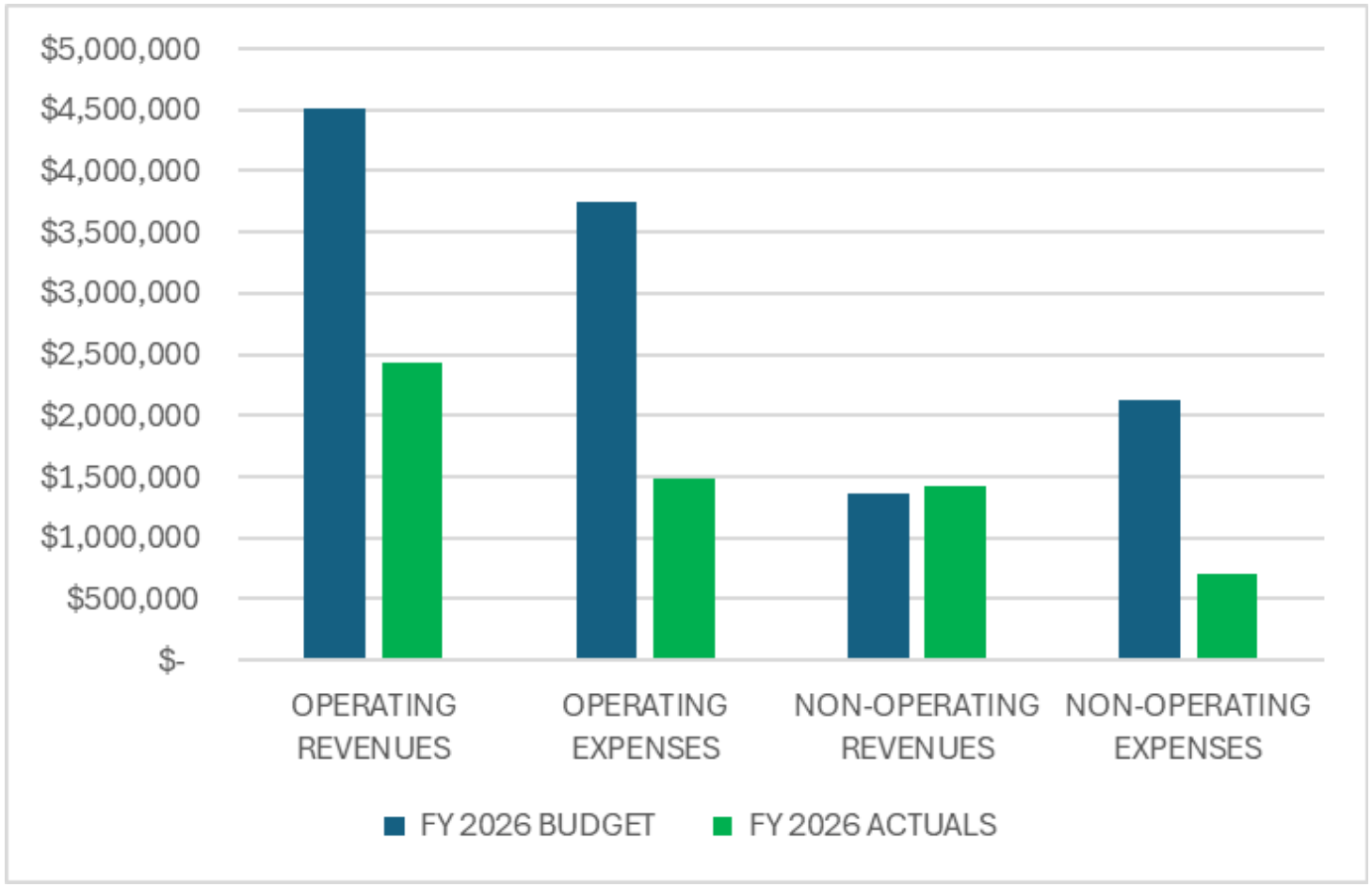
This fund accounts for airport generated revenues which are restricted for airport related purposes. It ensures airport resources benefit the airport and its users.

**AS OF MARCH 31, 2026**

| | | FY 2026 BUDGET 12-MONTHS | FY 2026 ACTUALS 6-MONTHS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|---|
| BEGINNING FUND BALANCE | 10/01/25 | $ 1,343,785 | $ 1,343,785 | $ - | 100% |
| OPERATING REVENUES | | $ 4,505,503 | $ 2,426,339 | $ (2,079,164) | 54% |
| OPERATING EXPENSES | | | | | |
| PERSONNEL SERVICES | | $ (530,211) | $ (224,330) | $ 305,881 | 42% |
| OPERATING EXPENSES | | $ (3,213,077) | $ (1,261,448) | $ 1,951,629 | 39% |
| **OPERATING SURPLUS (DEFICIT)** | | **$ 762,215** | **$ 940,560** | **$ 178,345** | **123%** |
| GRANT REVENUES | | $ - | $ 59,008 | $ 59,008 | - |
| MISCELLANEOUS REVENUES | | $ - | $ 2,520 | $ 2,520 | - |
| INTEREST | | $ 18,490 | $ 16,439 | $ (2,051) | 89% |
| CAPITAL OUTLAY | | $ (40,080) | $ (138,163) | $ (98,083) | 345% |
| INTERFUND TRANSFERS OUT | | $ (988,878) | $ - | $ 988,878 | 0% |
| REQUIRED RESERVES | | $ (562,190) | $ (562,190) | $ - | 100% |
| UNASSIGNED FUND EQUITY | | $ (533,342) | $ - | $ 533,342 | 0% |
| **NON-OPERATING SURPLUS (DEFICIT)** | | **$ (2,106,000)** | **$ (622,387)** | **$ 1,483,613** | **30%** |
| **NET SURPLUS (DEFICIT)** | | **$ (1,343,785)** | **$ 318,173** | **$ 1,661,958** | **-24%** |
| ENDING FUND BALANCE | 03/31/26 | **$ -** | **$ 1,661,958** | **$ 1,661,958** | **-** |

# AIRPORT FUND

Revenues and Expenses – Budget to Actual as of March 31, 2026



# PARKING FUND

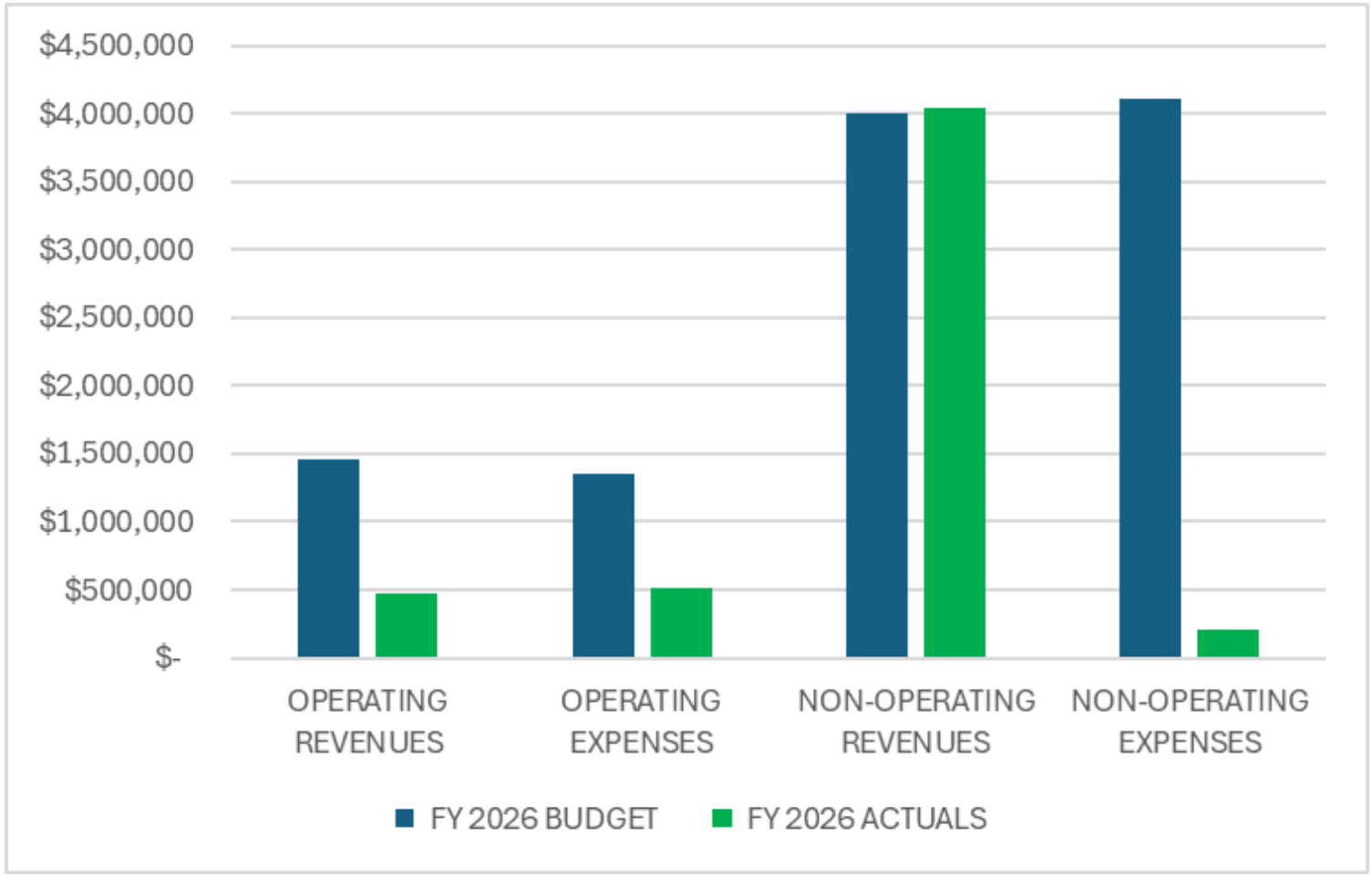
This fund accounts for parking revenue which is restricted for maintaining and improving public parking infrastructure.

**AS OF MARCH 31, 2026**

| | | FY 2026 BUDGET 12-MONTHS | FY 2026 ACTUALS 6-MONTHS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|---|
| BEGINNING FUND BALANCE | 10/01/25 | $ 4,000,000 | $ 4,000,000 | $ - | 100% |
| OPERATING REVENUES | | $ 1,460,320 | $ 479,129 | $ (981,191) | 33% |
| OPERATING EXPENSES | | | | | |
| PERSONNEL SERVICES | | $ (755,054) | $ (350,558) | $ 404,496 | 46% |
| OPERATING EXPENSES | | $ (597,695) | $ (157,108) | $ 440,587 | 26% |
| **OPERATING SURPLUS (DEFICIT)** | | **$ 107,571** | **$ (28,537)** | **$ (136,108)** | **-27%** |
| MISCELLANEOUS REVENUES | | $ - | $ 44,982 | $ 44,982 | - |
| CAPITAL OUTLAY | | $ (34,995) | $ - | $ 34,995 | 0% |
| INTERFUND TRANSFERS OUT | | $ (73,138) | $ - | $ 73,138 | 0% |
| REQUIRED RESERVES | | $ (206,383) | $ (206,383) | $ - | 100% |
| UNASSIGNED FUND EQUITY | | $ (3,793,055) | $ - | $ 3,793,055 | 0% |
| **NON OPERATING SURPLUS (DEFICIT)** | | **$ (4,107,571)** | **$ (161,401)** | **$ 3,946,170** | **4%** |
| **NET SURPLUS (DEFICIT)** | | **$ (4,000,000)** | **$ (189,938)** | **$ 3,810,062** | **5%** |
| ENDING FUND BALANCE | 03/31/26 | **$ -** | **$ 3,810,062** | **$ 3,810,062** | **-** |

# PARKING FUND

Revenues and Expenses – Budget to Actual as of March 31, 2026



# SOLID WASTE FUND

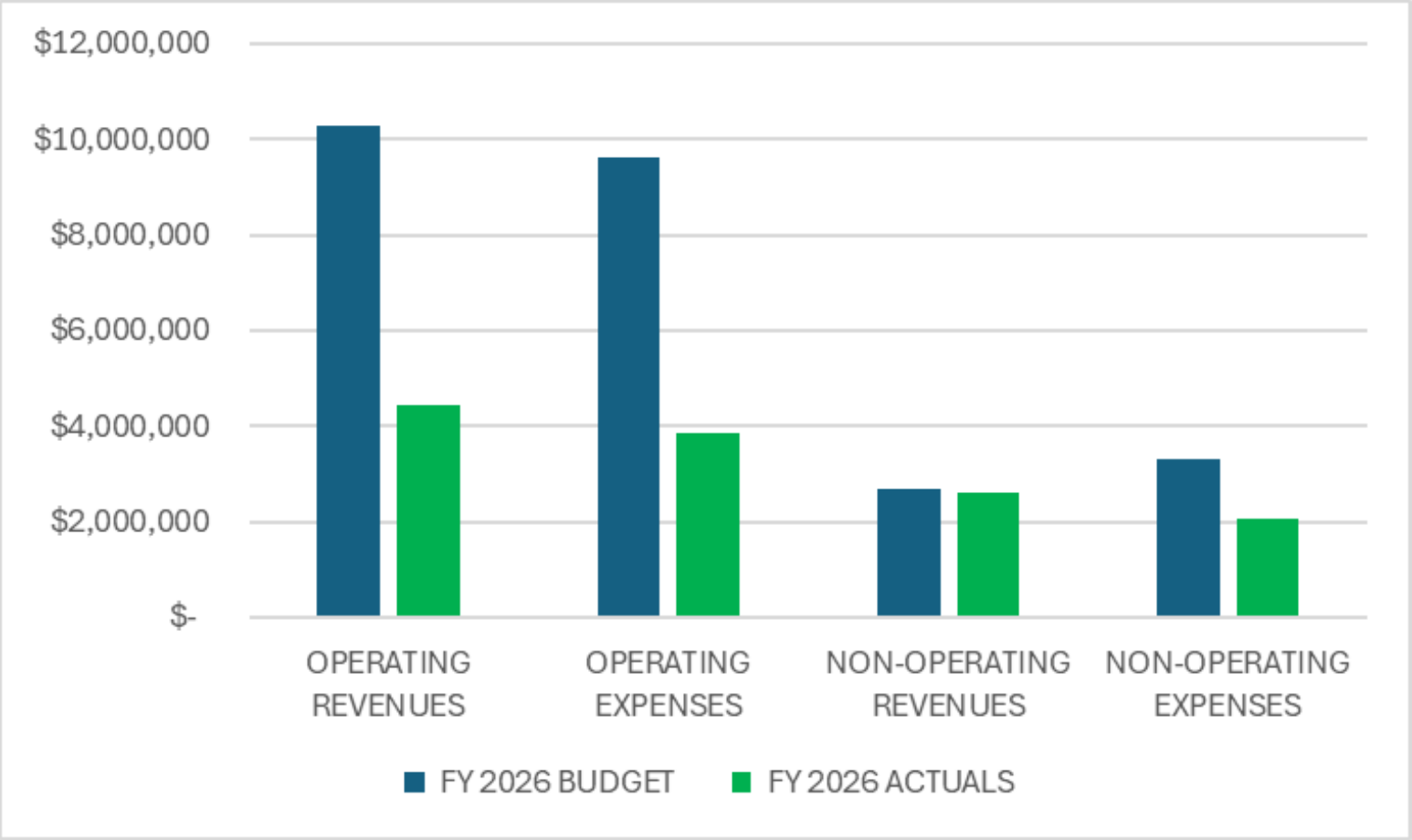
This fund collects  garbage fees, which are designated for the collection and disposal of waste.

**AS OF MARCH 31, 2026**

| | | FY 2026 BUDGET 12-MONTHS | FY 2026 ACTUALS 6-MONTHS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|---|
| BEGINNING FUND BALANCE | 10/01/25 | $ 2,560,234 | $ 2,560,234 | $ - | 100% |
| OPERATING REVENUES | | $ 10,274,623 | $ 4,431,869 | $ (5,842,754) | 43% |
| OPERATING EXPENSES | | | | | |
| PERSONNEL SERVICES | | $ (134,233) | $ (55,117) | $ 79,116 | 41% |
| OPERATING EXPENSES | | $ (9,489,840) | $ (3,779,483) | $ 5,710,357 | 40% |
| **OPERATING SURPLUS (DEFICIT)** | | **$ 650,550** | **$ 597,268** | **$ (53,282)** | **92%** |
| MISCELLANEOUS REVENUES | | $ 108,110 | $ 52,024 | $ (56,086) | 48% |
| CAPITAL OUTLAY | | $ (300,000) | $ - | $ 300,000 | 0% |
| INTERFUND TRANSFERS OUT | | $ (716,546) | $ - | $ 716,546 | 0% |
| REQUIRED RESERVES | | $ (2,063,134) | $ (2,063,134) | $ - | 100% |
| UNASSIGNED FUND EQUITY | | $ (239,214) | $ - | $ 239,214 | 0% |
| **NON-OPERATING SURPLUS (DEFICIT)** | | **$ (3,210,784)** | **$ (2,011,110)** | **$ 1,199,674** | **63%** |
| | | | | | |
| **NET SURPLUS (DEFICIT)** | | **$ (2,560,234)** | **$ (1,413,842)** | **$ 1,146,392** | **55%** |
| | | | | | |
| ENDING FUND BALANCE | 03/31/26 | **$ -** | **$ 1,146,392** | **$ 1,146,392** | **-** |

# SOLID WASTE FUND

Revenues and Expenses – Budget to Actual as of March 31, 2026



# BUILDING FUND

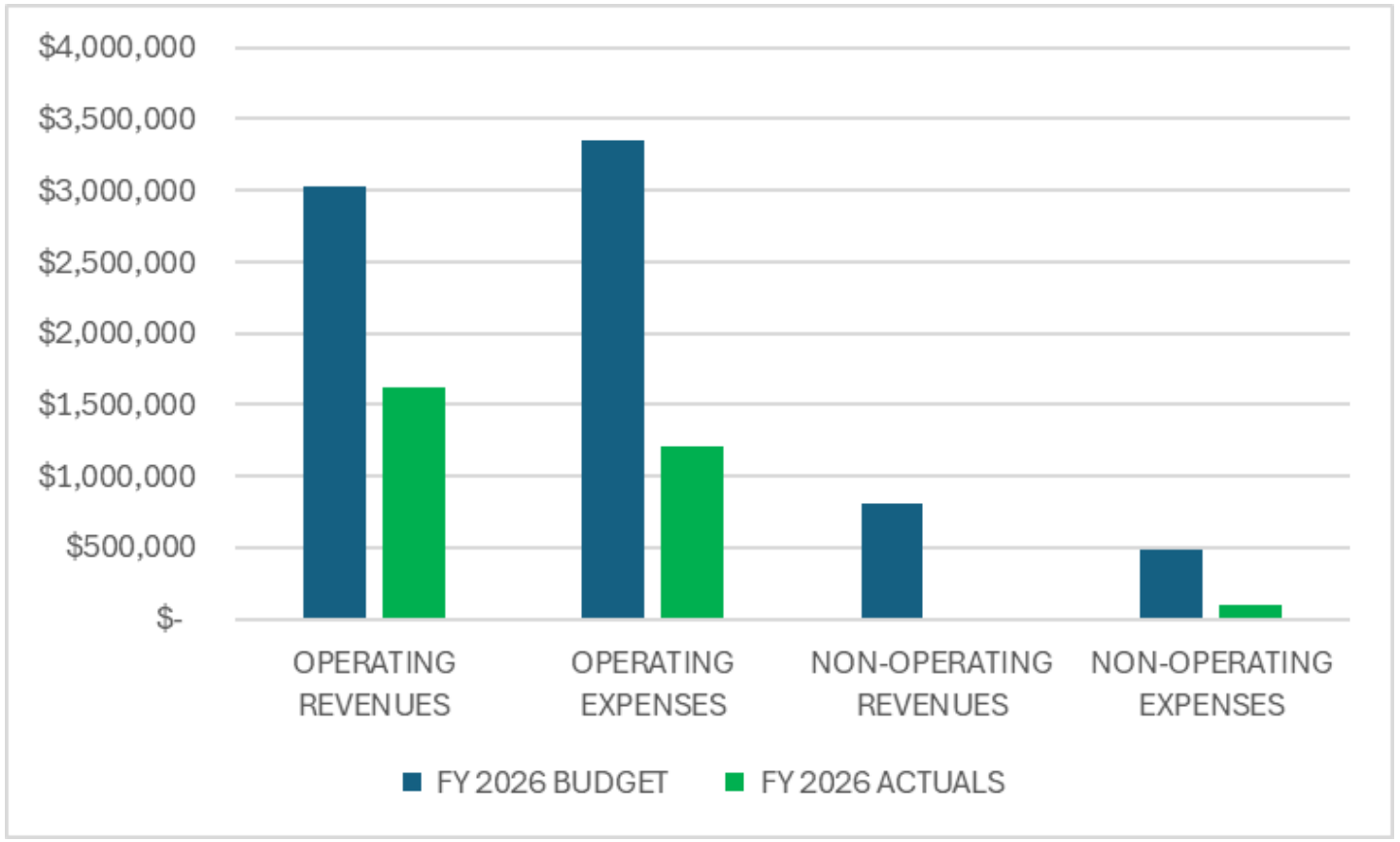
This fund accounts for building permit and plan review revenues which are restricted for enforcement of the Florida Building Code. This includes expenses to maintain safety standards, protect public health, and ensure that construction projects meet legal requirements.

**AS OF MARCH 31, 2026**

| | | FY 2026 BUDGET 12-MONTHS | FY 2026 ACTUALS 6-MONTHS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|---|
| BEGINNING FUND BALANCE | 10/01/25 | $ - | $ - | $ - | - |
| OPERATING REVENUES | | $ 3,033,642 | $ 1,622,020 | $ (1,411,622) | 53% |
| OPERATING EXPENSES | | | | | |
| PERSONNEL SERVICES | | $ (2,334,331) | $ (941,973) | $ 1,392,358 | 40% |
| OPERATING EXPENSES | | $ (1,023,031) | $ (261,903) | $ 761,128 | 26% |
| **OPERATING SURPLUS (DEFICIT)** | | **$ (323,720)** | **$ 418,144** | **$ 741,864** | **-129%** |
| INTERFUND TRANSFERS IN | | $ 805,267 | $ - | $ (805,267) | 0% |
| MISCELLANEOUS REVENUES | | $ 3,500 | $ 9,906 | $ 6,406 | 283% |
| CAPITAL OUTLAY | | $ (9,600) | $ - | $ 9,600 | 0% |
| INTERFUND TRANSFERS OUT | | $ (375,447) | $ - | $ 375,447 | 0% |
| REQUIRED RESERVES | | $ (100,000) | $ (100,000) | $ - | 100% |
| **NON-OPERATING SURPLUS (DEFICIT)** | | **$ 323,720** | **$ (90,094)** | **$ 391,453** | **-28%** |
| **NET SURPLUS (DEFICIT)** | | **$ -** | **$ 328,051** | **$ 1,133,318** | **-** |
| ENDING FUND BALANCE | 03/31/26 | **$ -** | **$ 328,051** | **$ 1,133,318** | **-** |

# BUILDING FUND

Revenues and Expenses – Budget to Actual as of March 31, 2026



# FLEET FUND

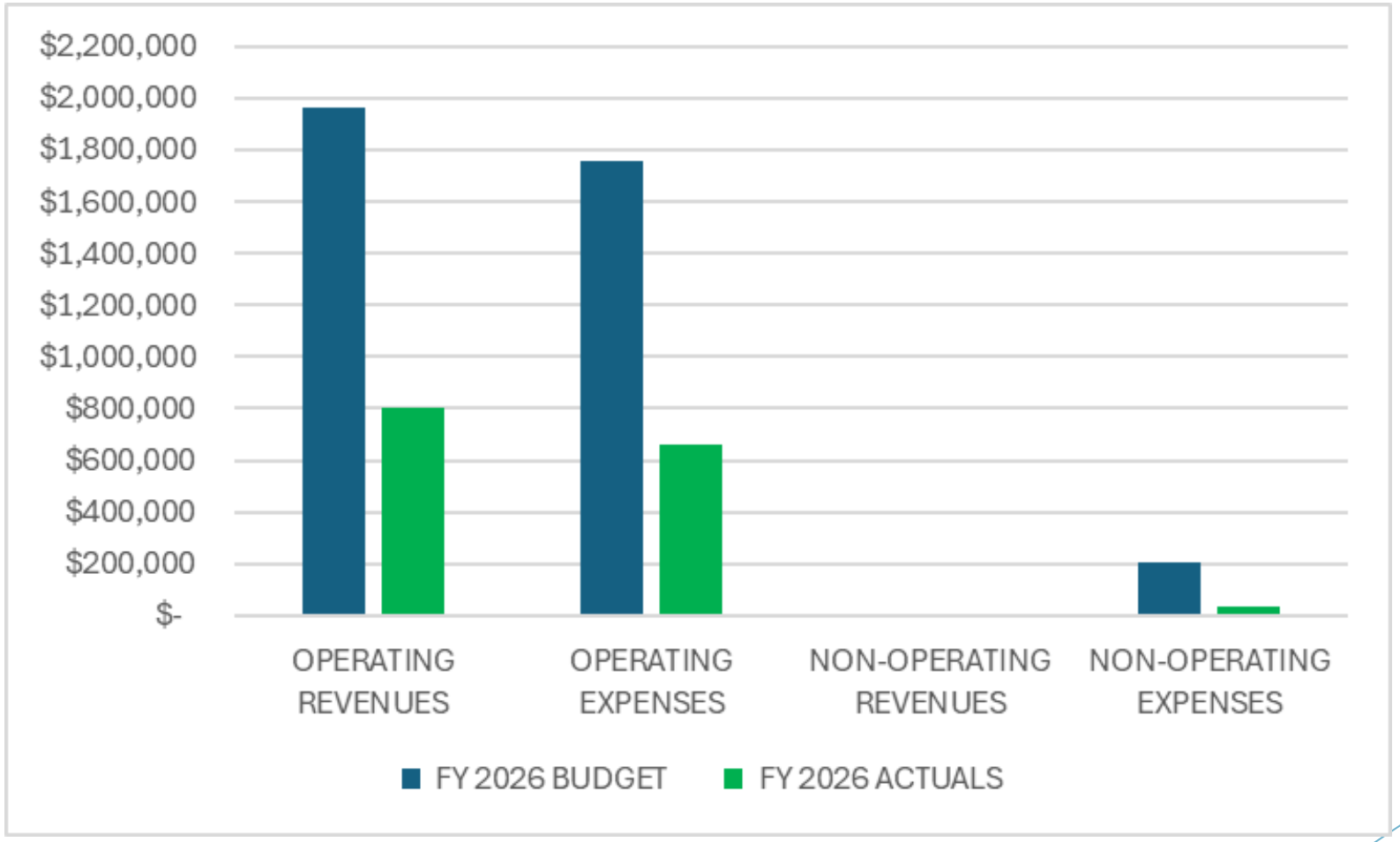
The purpose of this fund is to manage and finance the costs associated with maintaining and operating a fleet of vehicles. This fund operates on a cost-reimbursement basis, where various departments are charged for their usage of the vehicles.

**AS OF MARCH 31, 2026**

| | | FY 2026 BUDGET 12-MONTHS | FY 2026 ACTUALS 6-MONTHS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|---|
| BEGINNING FUND BALANCE | 10/01/25 | $ - | $ - | $ - | - |
| OPERATING REVENUES | | $ 1,963,540 | $ 801,023 | $ (1,162,517) | 41% |
| OPERATING EXPENSES | | | | | - |
| PERSONNEL SERVICES | | $ (367,557) | $ (159,508) | $ 208,049 | 43% |
| OPERATING EXPENSES | | $ (1,389,963) | $ (503,300) | $ 886,663 | 36% |
| **OPERATING SURPLUS (DEFICIT)** | | **$ 206,020** | **$ 138,215** | **$ (67,805)** | **67%** |
| MISCELLANEOUS REVENUES | | $ - | $ 1,385 | $ 1,385 | - |
| OPERATING CONTINGENCY | | $ (206,020) | $ - | $ 206,020 | 0% |
| CAPITAL OUTLAY | | $ - | $ (31,756) | $ (31,756) | - |
| **NON-OPERATING SURPLUS (DEFICIT)** | | **$ (206,020)** | **$ (30,371)** | **$ 175,649** | **15%** |
| **NET SURPLUS (DEFICIT)** | | **$ -** | **$ 107,844** | **$ 107,844** | **-** |
| ENDING FUND BALANCE | 03/31/26 | **$ -** | **$ 107,844** | **$ 107,844** | **-** |

# FLEET FUND

Revenues and Expenses – Budget to Actual as of March 31, 2026



# NON-OPERATING FUNDS

# COMMUNITY RE-DEVELOPMENT FUND

This fund collects tax increment revenue from real property within the CRA boundaries. Revenues are restricted specifically for expenses outlined in the CRA Plan and are intended to assist the CRA in achieving its goals and strategies.

**AS OF MARCH 31, 2026**

| | | FY 2026 BUDGET 12-MONTHS | FY 2026 ACTUALS 6-MONTHS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|---|
| BEGINNING FUND BALANCE | 10/01/25 | $ 8,176,786 | $ 8,176,786 | $ - | 100% |
| TAX INCREMENT | | $ 2,928,951 | $ 2,934,032 | $ 5,081 | 100% |
| MISCELLANEOUS REVENUES | | $ 111,000 | $ 91,500 | $ (19,500) | 82% |
| CAPITAL | | $ (5,288,568) | $ (1,936,974) | $ 3,351,594 | 37% |
| GRANTS AND ASSISTANCE | | $ (3,920,522) | $ (446,238) | $ 3,474,284 | 11% |
| MISCELLANEOUS EXPENSES | | $ (2,007,647) | $ (50,937) | $ 1,956,710 | 3% |
| **NET SURPLUS (DEFICIT)** | | **$ (8,176,786)** | **$ 591,383** | **$ 8,768,169** | **-7%** |
| | | | | | |
| ENDING FUND BALANCE | 03/31/26 | **$ -** | **$ 8,768,169** | **$ 8,768,169** | **-** |

# TREE FUND

This fund accounts for fines and fees collected from violations of the City of New Smyrna Beach Tree Ordinance, which are restricted for the preservation, protection and enhancement of the city's urban forest.

**AS OF MARCH 31, 2026**

| | | FY 2026 BUDGET 12-MONTHS | FY 2026 ACTUALS 6-MONTHS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|---|
| BEGINNING FUND BALANCE | 10/01/25 | $ 120,304 | $ 120,304 | $ - | 100% |
| REVENUES | | $ 12,000 | $ 461,150 | $ 449,150 | 3843% |
| EXPENSES | | $ (132,304) | $ (12,000) | $ 120,304 | 9% |
| **NET SURPLUS (DEFICIT)** | | **$ (120,304)** | **$ 449,150** | **$ 569,454** | **-373%** |
| | | | | | |
| ENDING FUND BALANCE | 03/31/26 | **$ -** | **$ 569,454** | **$ 569,454** | **-** |

# OPIOID FUND

The Opioid Fund uses money from national opioid litigation settlements to combat the opioid crisis. These funds come from lawsuits against opioid manufacturers and distributors and are governed by the Florida Opioid Allocation and Statewide Response Agreement.

**AS OF MARCH 31, 2026**

| | | FY 2026 BUDGET 12-MONTHS | FY 2026 ACTUALS 6-MONTHS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|---|
| BEGINNING FUND BALANCE | 10/01/25 | $ - | $ - | $ - | - |
| REVENUES | | $ 128,400 | $ 29,892 | $ (98,508) | 23% |
| EXPENSES | | $ (128,400) | $ - | $ 128,400 | 0% |
| **NET SURPLUS (DEFICIT)** | | **$ -** | **$ 29,892** | **$ 29,892** | **-** |
| | | | | | |
| ENDING FUND BALANCE | 03/31/26 | **$ -** | **$ 29,892** | **$ 29,892** | **-** |

# LAW ENFORCEMENT TRUST FUND

This fund accounts for the sale of seized property. Expenditures are restricted to activities that enhance public safety and law enforcement capabilities.

**AS OF MARCH 31, 2026**

| | | FY 2026 BUDGET 12-MONTHS | FY 2026 ACTUALS 6-MONTHS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|---|
| BEGINNING FUND BALANCE | 10/01/25 | $ 229,000 | $ 229,000 | $ - | 100% |
| REVENUES | | $ 8,015 | $ 14,384 | $ 6,369 | 179% |
| EXPENSES | | $ (237,015) | $ - | $ 237,015 | 0% |
| **NET SURPLUS (DEFICIT)** | | **$ (229,000)** | **$ 14,384** | **$ 243,384** | **-6%** |
| | | | | | |
| ENDING FUND BALANCE | 03/31/26 | **$ -** | **$ 243,384** | **$ 243,384** | **-** |

# CAPITAL PROJECTS FUNDS
# AND
# IMPACT FEE FUNDS

# POLICE IMPACT FEE FUND

This fund accounts for the collection and expenditure of police impact fees restricted for law enforcement capital and infrastructure that supports new development and population growth.

**AS OF MARCH 31, 2026**

| | | FY 2026 BUDGET 12-MONTHS | FY 2026 ACTUALS 6-MONTHS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|---|
| BEGINNING FUND BALANCE | 10/01/25 | $ 1,275,333 | $ 1,275,333 | $ - | 100% |
| **REVENUES** | | | | | |
| IMPACT FEE COLLECTIONS | | $ - | $ - | $ - | - |
| OTHER REVENUES | | $ - | $ 4,924 | $ 4,924 | - |
| **TOTAL SOURCES** | | **$ -** | **$ 4,924** | **$ 4,924** | **-** |
| **PROJECTS** | | | | | |
| INTERFUND TRANSFERS OUT | | $ (1,275,333) | $ (1,331,494) | $ (56,161) | 104% |
| **TOTAL PROJECTS** | | **$ (1,275,333)** | **$ (1,331,494)** | **$ (56,161)** | **104%** |
| ENDING FUND BALANCE | 03/31/26 | **$ -** | **$ (51,237)** | **$ (51,237)** | **-** |

# FIRE IMPACT FEE FUND

This fund accounts for the collection and expenditure of fire impact fees restricted for fire and emergency response capital and infrastructure that supports new development and population growth.

**AS OF MARCH 31, 2026**

| | | FY 2026 BUDGET 12-MONTHS | FY 2026 ACTUALS 6-MONTHS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|---|
| BEGINNING FUND BALANCE | 10/01/25 | $ 1,233,745 | $ 1,233,745 | $ - | 100% |
| **SOURCES** | | | | | |
| IMPACT FEE COLLECTIONS | | $ - | $ - | $ - | - |
| OTHER REVENUES | | $ - | $ 5,698 | $ 5,698 | - |
| **TOTAL SOURCES** | | **$ -** | **$ 5,698** | **$ 5,698** | **-** |
| **PROJECTS** | | | | | |
| CAPITAL | | $ - | $ 5,319 | $ 5,319 | - |
| INTERFUND TRANSFERS OUT | | $ (1,233,745) | $ (1,255,760) | $ (22,015) | 102% |
| **TOTAL PROJECTS** | | **$ (1,233,745)** | **$ (1,250,441)** | **$ (16,696)** | **101%** |
| ENDING FUND BALANCE | 03/31/26 | **$ -** | **$ (10,998)** | **$ (10,998)** | **-** |

# RECREATION IMPACT FEE FUND

This fund accounts for the collection and expenditure of recreation impact fees restricted for recreation and park capital infrastructure that supports new development and population growth.

**AS OF MARCH 31, 2026**

| | | FY 2026 BUDGET 12-MONTHS | FY 2026 ACTUALS 6-MONTHS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|---|
| BEGINNING FUND BALANCE | 10/01/25 | $ 1,781,022 | $ 1,781,022 | $ - | 100% |
| **SOURCES** | | | | | |
| IMPACT FEE COLLECTIONS | | $ - | $ - | $ - | - |
| OTHER REVENUES | | $ - | $ 7,680 | $ 7,680 | - |
| **TOTAL SOURCES** | | **$ -** | **$ 7,680** | **$ 7,680** | **-** |
| **PROJECTS** | | | | | |
| INTERFUND TRANSFERS OUT | | $ (1,781,022) | $ (1,852,316) | $ (71,294) | 104% |
| **TOTAL PROJECTS** | | **$ (1,781,022)** | **$ (1,852,316)** | **$ (71,294)** | **104%** |
| ENDING FUND BALANCE | 03/31/26 | **$ -** | **$ (63,614)** | **$ (63,614)** | **-** |

# TRANSPORTATION IMPACT FEE FUND

This fund accounts for the collection and expenditure of transportation impact fees restricted for transportation capital infrastructure that supports new development and population growth.

**AS OF MARCH 31, 2026**

| | | FY 2026 BUDGET 12-MONTHS | FY 2026 ACTUALS 6-MONTHS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|---|
| BEGINNING FUND BALANCE | 10/01/25 | $ 6,061,000 | $ 6,061,000 | $ - | 100% |
| **SOURCES** | | | | | |
| IMPACT FEE COLLECTIONS | | | $ - | $ - | - |
| OTHER REVENUES | | $ - | $ 21,602 | $ 21,602 | - |
| **TOTAL SOURCES** | | **$ -** | **$ 21,602** | **$ 21,602** | **-** |
| | | | | | - |
| **PROJECTS** | | | | | |
| INTERFUND TRANSFERS OUT | | $ (6,061,000) | $ (6,316,458) | $ (255,458) | 104% |
| **TOTAL PROJECTS** | | **$ (6,061,000)** | **$ (6,316,458)** | **$ (255,458)** | **104%** |
| | | | | | |
| ENDING FUND BALANCE | 03/31/26 | **$ -** | **$ (233,856)** | **$ (233,856)** | **-** |

# CAPITAL PROJECTS FUNDS OTHER

# TURNBULL CREEK LAND ACQUISITION FUND (FUND 301)

This fund accounts for bond proceeds issued for the purpose of acquiring and preserving land along Turnbull Creek.

**AS OF MARCH 31, 2026**

| | | FY 2026 BUDGET 12-MONTHS | FY 2026 ACTUALS 6-MONTHS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|---|
| BEGINNING FUND BALANCE | 10/01/25 | $ 11,344 | $ 11,344 | $ - | 100% |
| **SOURCES** | | | | | |
| LOAN PROCEEDS | | $ - | $ - | $ - | - |
| INTEREST EARNINGS | | $ 2,000 | $ 677 | $ (1,323) | 34% |
| **TOTAL SOURCES** | | **$ 2,000** | **$ 677** | **$ (1,323)** | **34%** |
| | | | | | - |
| **PROJECTS** | | | | | |
| LAND PURCHASE | | $ (13,344) | $ (3,200) | $ 10,144 | 24% |
| **TOTAL PROJECTS** | | **$ (13,344)** | **$ (3,200)** | **$ 10,144** | **24%** |
| | | | | | |
| ENDING FUND BALANCE | 03/31/26 | **$ -** | **$ 8,821** | **$ 8,821** | **-** |

# 2005 GO BOND CAPITAL PROJECT FUND (FUND 303)

This fund accounts for bond proceeds issued to construct a police and fire stations, an EOC and sidewalks.

**AS OF MARCH 31, 2026**

| | | FY 2026 BUDGET 12-MONTHS | FY 2026 ACTUALS 6-MONTHS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|---|
| BEGINNING FUND BALANCE | 10/01/25 | $ 727,142 | $ 727,142 | $ - | 100% |
| **SOURCES** | | | | | |
| INTEREST EARNINGS | | $ 38,031 | $ 8,294 | $ (29,737) | 22% |
| INTERFUND TRANSFER IN | | $ 452,727 | $ 452,727 | $ - | 100% |
| **TOTAL SOURCES** | | **$ 490,758** | **$ 461,021** | **$ (29,737)** | **94%** |
| | | | | | - |
| **PROJECTS** | | | | | |
| SIDEWALKS & FUTURE PROJECTS | | $ (1,217,900) | $ - | $ 1,217,900 | 0% |
| **TOTAL PROJECTS** | | **$ (1,217,900)** | **$ -** | **$ 1,217,900** | **0%** |
| | | | | | |
| ENDING FUND BALANCE | 03/31/26 | **$ -** | **$ 1,188,163** | **$ 1,188,163** | **-** |

# 2025 TURNBULL FUND (FUND 313)

This fund accounts for bond proceeds issued for the purpose of acquiring and preserving land along Turnbull Creek.

**AS OF MARCH 31, 2026**

| | | FY 2026 BUDGET 12-MONTHS | FY 2026 ACTUALS 6-MONTHS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|---|
| BEGINNING FUND BALANCE | 10/01/25 | $ - | $ - | $ - | - |
| **SOURCES** | | | | | |
| LOAN PROCEEDS | | $ 5,500,000 | $ 5,500,000 | $ - | 100% |
| INTEREST EARNINGS | | $ 500,000 | $ - | $ (500,000) | 0% |
| **TOTAL SOURCES** | | **$ 6,000,000** | **$ 5,500,000** | **$ (500,000)** | **92%** |
| | | | | | |
| **PROJECTS** | | | | | - |
| CAPITAL - LAND | | $ (5,952,402) | $ - | $ 5,952,402 | 0% |
| DEBT ISSUANCE | | $ (47,598) | $ (47,598) | $ 1 | 100% |
| **TOTAL PROJECTS** | | **$ (6,000,000)** | **$ (47,598)** | **$ 5,952,403** | **1%** |
| | | | | | |
| ENDING FUND BALANCE | 03/31/26 | **$ -** | **$ 5,452,403** | **$ 5,452,403** | **-** |

# CAPITAL PROJECT FUND (FUND 302)

This fund accounts for capital projects funded by a variety of sources.

**AS OF MARCH 31, 2026**

| | | FY 2026 BUDGET | FY 2026 ACTUALS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|---|
| BEGINNING FUND BALANCE | 10/01/25 | $ 5,000,000 | $ 5,000,000 | $ - | 100% |
| GAS TAX | | $ 400,000 | $ 130,536 | $ (269,464) | 33% |
| GRANTS | | $ 1,050,000 | $ 508,277 | $ (541,723) | 48% |
| INTERFUND TRANSFER IN | | $ 4,719,000 | $ - | $ (4,719,000) | 0% |
| MISCELLANEOUS REVENUES | | $ - | $ 128,062 | $ 128,062 | - |
| **TOTAL REVENUES** | | **$ 6,169,000** | **$ 766,875** | **$ (5,402,125)** | **12%** |
| CAPITAL PROJECTS | | $ (11,169,000) | $ (5,694,004) | $ 5,474,996 | 51% |
| **TOTAL EXPENSES** | | **$ (11,169,000)** | **$ (5,694,004)** | **$ 5,474,996** | **51%** |
| UNASSIGNED FUND EQUITY | | $ - | $ - | $ - | 0% |
| **TOTAL EXPENSES** | | **$ -** | **$ -** | **$ -** | **-** |
| **NET SURPLUS (DEFICIT)** | | **$ (5,000,000)** | **$ (4,927,129)** | **$ 72,871** | **99%** |
| ENDING FUND BALANCE | 03/31/26 | **$ -** | **$ 72,871** | **$ 72,871** | **-** |

# CAPITAL PROJECTS

| PROJECT TYPE | FY 2026 BUDGET | FY 2026 ACTUALS | FY 2026 COMMITTED |
|---|---|---|---|
| AC/SOLAR/ROOF IMPROVEMENTS | $ 875,000 | $ 105,845 | $ 79,163 |
| AIRPORT IMPROVEMENTS | $ 6,170,000 | $ 304,958 | $ 2,990,138 |
| AOB SITE IMPROVEMENTS | $ - | $ 152,062 | $ 1,530,094 |
| AQUA SEPTIC TO SEWER | $ - | $ 1,089 | $ 249,396 |
| BOATHOUSE | $ 522,500 | $ - | $ - |
| BUILDING IMPROVEMENTS | $ 1,627,800 | $ 340,925 | $ 350,760 |
| FENCING & BARRICADES | $ 1,523,000 | $ 121,934 | $ - |
| GOLF COURSE IMPROVEMENTS | $ 330,000 | $ 316,850 | $ 20,388 |
| PARK & PLAYGROUND IMPROVEMENTS | $ 1,680,599 | $ 1,711,060 | $ 904,904 |
| PIER IMPROVEMENTS | $ - | $ 548,003 | $ 1,925 |
| ROAD IMPROVEMENTS | $ 9,350,000 | $ 2,109,546 | $ 840,930 |
| SOFTWARE UPGRADES | $ 24,000 | $ 24,648 | $ 24,308 |
| STORMWATER | $ 13,300,000 | $ 611,431 | $ 3,381,956 |
| STREET BEAUTIFICATION | $ - | $ 49,669 | $ 541,682 |
| TURNBULL PRESERVATION | $ 13,344 | $ 3,200 | $ - |

# AIRPORT CAPITAL FUND

This fund accounts for Airport related capital improvements projects.

**AS OF MARCH 31, 2026**

| | | FY 2026 BUDGET | FY 2026 ACTUALS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|---|
| BEGINNING FUND BALANCE | 10/1/2025 | $ - | $ - | $ - | 0% |
| FAA CAPITAL PROJECT FUNDING | | $ 2,954,500 | $ 126,474 | $ (2,828,026) | 4% |
| FDOT CAPITAL PROJECT FUNDING | | $ 2,570,000 | $ 164,197 | $ (2,405,803) | 6% |
| INTERFUND TRANSFER IN | | $ 765,500 | $ - | $ (765,500) | 0% |
| MISCELLANEOUS REVENUES | | $ - | $ - | $ - | - |
| **TOTAL REVENUES** | | **$ 6,290,000** | **$ 290,671** | **$ (5,999,329)** | **5%** |
| CAPITAL - BUILDINGS | | $ (2,909,590) | $ (238,810) | $ 2,670,780 | 8% |
| CAPITAL - INFRASTRUCTURE | | $ (2,460,000) | $ - | $ 2,460,000 | 0% |
| CAPITAL - EQUIPMENT & VEHICLES | | $ (120,000) | $ (27,069) | $ 92,931 | 23% |
| MISCELLANEOUS EXPENSES | | $ (800,410) | $ (39,200) | $ 761,210 | 5% |
| **TOTAL EXPENSES** | | **$ (6,290,000)** | **$ (305,079)** | **$ 5,984,921** | **5%** |
| UNASSIGNED FUND EQUITY | | $ - | $ - | $ - | 0% |
| **TOTAL EXPENSES** | | **$ -** | **$ -** | **$ -** | **-** |
| **NET SURPLUS (DEFICIT)** | | **$ -** | **$ (14,408)** | **$ (14,408)** | **-** |
| ENDING FUND BALANCE | 03/31/26 | **$ -** | **$ (14,408)** | **$ (14,408)** | **-** |

# POLICE CAPITAL FUND

This fund accounts for Police related capital improvements projects.

**AS OF MARCH 31, 2026**

| | | FY 2026 BUDGET | FY 2026 ACTUALS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|---|
| BEGINNING FUND BALANCE | 10/1/2025 | $ - | $ - | $ - | 0% |
| FIND GRANT | | $ 261,250 | $ - | $ (261,250) | 0% |
| IMPACT FEES | | $ 200,000 | $ 48,830 | $ (151,170) | 24% |
| INTERFUND TRANSFER IN | | $ 1,275,333 | $ 1,331,494 | $ 56,161 | 104% |
| MISCELLANEOUS REVENUES | | $ 39,868 | $ 8,556 | $ (31,312) | 21% |
| **TOTAL REVENUES** | | **$ 1,776,451** | **$ 1,388,880** | **$ (387,571)** | **78%** |
| CAPITAL - BUILDINGS | | $ (797,500) | $ - | $ 797,500 | 0% |
| MISCELLANEOUS EXPENSES | | $ - | $ - | $ - | 0% |
| **TOTAL EXPENSES** | | **$ (797,500)** | **$ -** | **$ 797,500** | **0%** |
| UNASSIGNED FUND EQUITY | | $ (978,951) | $ - | $ 978,951 | 0% |
| **TOTAL EXPENSES** | | **$ (978,951)** | **$ -** | **$ 978,951** | **0%** |
| **NET SURPLUS (DEFICIT)** | | **$ -** | **$ 1,388,880** | **$ 409,929** | **-** |
| ENDING FUND BALANCE | 03/31/26 | **$ -** | **$ 1,388,880** | **$ 409,929** | **-** |

# FIRE CAPITAL FUND

This fund accounts for Fire related capital improvements projects.

**AS OF MARCH 31, 2026**

| | | FY 2026 BUDGET | FY 2026 ACTUALS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|---|
| BEGINNING FUND BALANCE | 10/1/2025 | $ - | $ - | $ - | 0% |
| IMPACT FEES | | $ 200,000 | $ 61,048 | $ (138,952) | 31% |
| INTERFUND TRANSFER IN | | $ 1,233,745 | $ 1,255,760 | $ 22,015 | 102% |
| MISCELLANEOUS REVENUES | | $ 47,556 | $ 8,089 | $ (39,467) | 17% |
| **TOTAL REVENUES** | | **$ 1,481,301** | **$ 1,324,896** | **$ (156,405)** | **89%** |
| CAPITAL - BUILDINGS | | $ (550,734) | $ (21,225) | $ 529,509 | 4% |
| CAPITAL - VEHICLES | | $ - | $ (5,319) | $ (5,319) | 0% |
| MISCELLANEOUS EXPENSES | | $ - | $ - | $ - | 0% |
| **TOTAL EXPENSES** | | **$ (550,734)** | **$ (26,544)** | **$ 524,190** | **5%** |
| UNASSIGNED FUND EQUITY | | $ (930,567) | $ - | $ 930,567 | 0% |
| **TOTAL EXPENSES** | | **$ (930,567)** | **$ -** | **$ 930,567** | **0%** |
| **NET SURPLUS (DEFICIT)** | | **$ -** | **$ 1,298,352** | **$ 367,785** | **-** |
| ENDING FUND BALANCE | 03/31/26 | **$ -** | **$ 1,298,352** | **$ 367,785** | **-** |

# RECREATION CAPITAL FUND

This fund accounts for Recreation related capital improvements projects.

**AS OF MARCH 31, 2026**

| | | FY 2026 BUDGET | FY 2026 ACTUALS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|---|
| BEGINNING FUND BALANCE | 10/1/2025 | $ - | $ - | $ - | 0% |
| IMPACT FEES | | $ 500,000 | $ 141,750 | $ (358,250) | 28% |
| INTERFUND TRANSFER IN | | $ 1,781,022 | $ 1,852,316 | $ 71,294 | 104% |
| MISCELLANEOUS REVENUES | | $ 75,530 | $ 11,802 | $ (63,728) | 16% |
| **TOTAL REVENUES** | | **$ 2,356,552** | **$ 2,005,868** | **$ (350,684)** | **85%** |
| CAPITAL - INFRASTRUCTURE | | $ (705,489) | $ (162,546) | $ 542,943 | 23% |
| CAPITAL - BUILDINGS | | $ (55,000) | $ (17,000) | $ 38,000 | 31% |
| MISCELLANEOUS EXPENSES | | $ (40,110) | $ (11,688) | $ 28,422 | 29% |
| **TOTAL EXPENSES** | | **$ (800,599)** | **$ (191,233)** | **$ 609,366** | **24%** |
| UNASSIGNED FUND EQUITY | | $ (1,555,953) | $ - | $ 1,555,953 | 0% |
| **TOTAL EXPENSES** | | **$ (1,555,953)** | **$ -** | **$ 1,555,953** | **0%** |
| **NET SURPLUS (DEFICIT)** | | **$ -** | **$ 1,814,634** | **$ 258,681** | **-** |
| ENDING FUND BALANCE | 03/31/26 | **$ -** | **$ 1,814,634** | **$ 258,681** | **-** |

# TRANSPORTATION CAPITAL FUND

This fund accounts for Transportation related capital improvements projects.

**AS OF MARCH 31, 2026**

| | | FY 2026 BUDGET | FY 2026 ACTUALS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|---|
| BEGINNING FUND BALANCE | 10/1/2025 | $ - | $ - | $ - | 0% |
| IMPACT FEES | | $ 500,000 | $ 128,360 | $ (371,640) | 26% |
| INTERFUND TRANSFER IN | | $ 6,061,000 | $ 6,316,458 | $ 255,458 | 104% |
| MISCELLANEOUS REVENUES | | $ 212,135 | $ 40,276 | $ (171,859) | 19% |
| **TOTAL REVENUES** | | **$ 6,773,135** | **$ 6,485,094** | **$ (288,041)** | **96%** |
| CAPITAL - INFRASTRUCTURE | | $ - | $ - | $ - | 0% |
| MISCELLANEOUS EXPENSES | | $ - | $ - | $ - | 0% |
| **TOTAL EXPENSES** | | **$ -** | **$ -** | **$ -** | **-** |
| UNASSIGNED FUND EQUITY | | $ (6,773,135) | $ - | $ 6,773,135 | 0% |
| **TOTAL EXPENSES** | | **$ (6,773,135)** | **$ -** | **$ 6,773,135** | **0%** |
| **NET SURPLUS (DEFICIT)** | | **$ -** | **$ 6,485,094** | **$ (288,041)** | **-** |
| ENDING FUND BALANCE | 03/31/26 | **$ -** | **$ 6,485,094** | **$ (288,041)** | **-** |

# STORMWATER CAPITAL FUND

This fund accounts for Stormwater related capital improvements projects.

**AS OF MARCH 31, 2026**

| | | FY 2026 BUDGET | FY 2026 ACTUALS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|---|
| BEGINNING FUND BALANCE | 10/1/2025 | $ - | $ - | $ - | 0% |
| FEDERAL GRANTS | | $ 10,000,000 | $ - | $ (10,000,000) | 0% |
| INTERFUND TRANSFER IN | | $ 4,406,600 | $ - | $ (4,406,600) | 0% |
| MISCELLANEOUS REVENUES | | $ - | $ - | $ - | - |
| **TOTAL REVENUES** | | **$ 14,406,600** | **$ -** | **$ (14,406,600)** | **0%** |
| CAPITAL - INFRASTRUCTURE | | $ (13,300,000) | $ - | $ 13,300,000 | 0% |
| CAPITAL - EQUIPMENT | | $ (168,600) | $ - | $ 168,600 | 0% |
| CAPITAL - VEHICLES | | $ (938,000) | $ - | $ 938,000 | 0% |
| MISCELLANEOUS EXPENSES | | $ - | $ - | $ - | 0% |
| **TOTAL EXPENSES** | | **$ (14,406,600)** | **$ -** | **$ 14,406,600** | **0%** |
| UNASSIGNED FUND EQUITY | | $ - | $ - | $ - | 0% |
| **TOTAL EXPENSES** | | **$ -** | **$ -** | **$ -** | **-** |
| **NET SURPLUS (DEFICIT)** | | **$ -** | **$ -** | **$ -** | **-** |
| ENDING FUND BALANCE | 03/31/26 | **$ -** | **$ -** | **$ -** | **-** |

# CAPITAL EQUIPMENT FUND

This fund accounts for capital machinery, equipment and vehicles.

**AS OF MARCH 31, 2026**

| | | FY 2026 BUDGET | FY 2026 ACTUALS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|---|
| BEGINNING FUND BALANCE | 10/1/2025 | $ - | $ - | $ - | 0% |
| GRANTS | | $ 700,000 | $ - | $ (700,000) | 0% |
| INTERFUND TRANSFER IN | | $ 4,370,961 | $ - | $ (4,370,961) | 0% |
| MISCELLANEOUS REVENUES | | $ - | $ 500 | $ 500 | - |
| **TOTAL REVENUES** | | **$ 5,070,961** | **$ 500** | **$ (5,070,461)** | **0%** |
| CAPITAL - EQUIPMENT | | $ (3,470,461) | $ (413,553) | $ 3,056,908 | 12% |
| CAPITAL - VEHICLES | | $ (1,600,500) | $ (86,087) | $ 1,514,414 | 5% |
| MISCELLANEOUS EXPENSES | | $ - | $ - | $ - | 0% |
| **TOTAL EXPENSES** | | **$ (5,070,961)** | **$ (499,640)** | **$ 4,571,321** | **10%** |
| UNASSIGNED FUND EQUITY | | $ - | $ - | $ - | 0% |
| **TOTAL EXPENSES** | | **$ -** | **$ -** | **$ -** | **-** |
| **NET SURPLUS (DEFICIT)** | | **$ -** | **$ (499,140)** | **$ (499,140)** | **-** |
| ENDING FUND BALANCE | 03/31/26 | **$ -** | **$ (499,140)** | **$ (499,140)** | **-** |

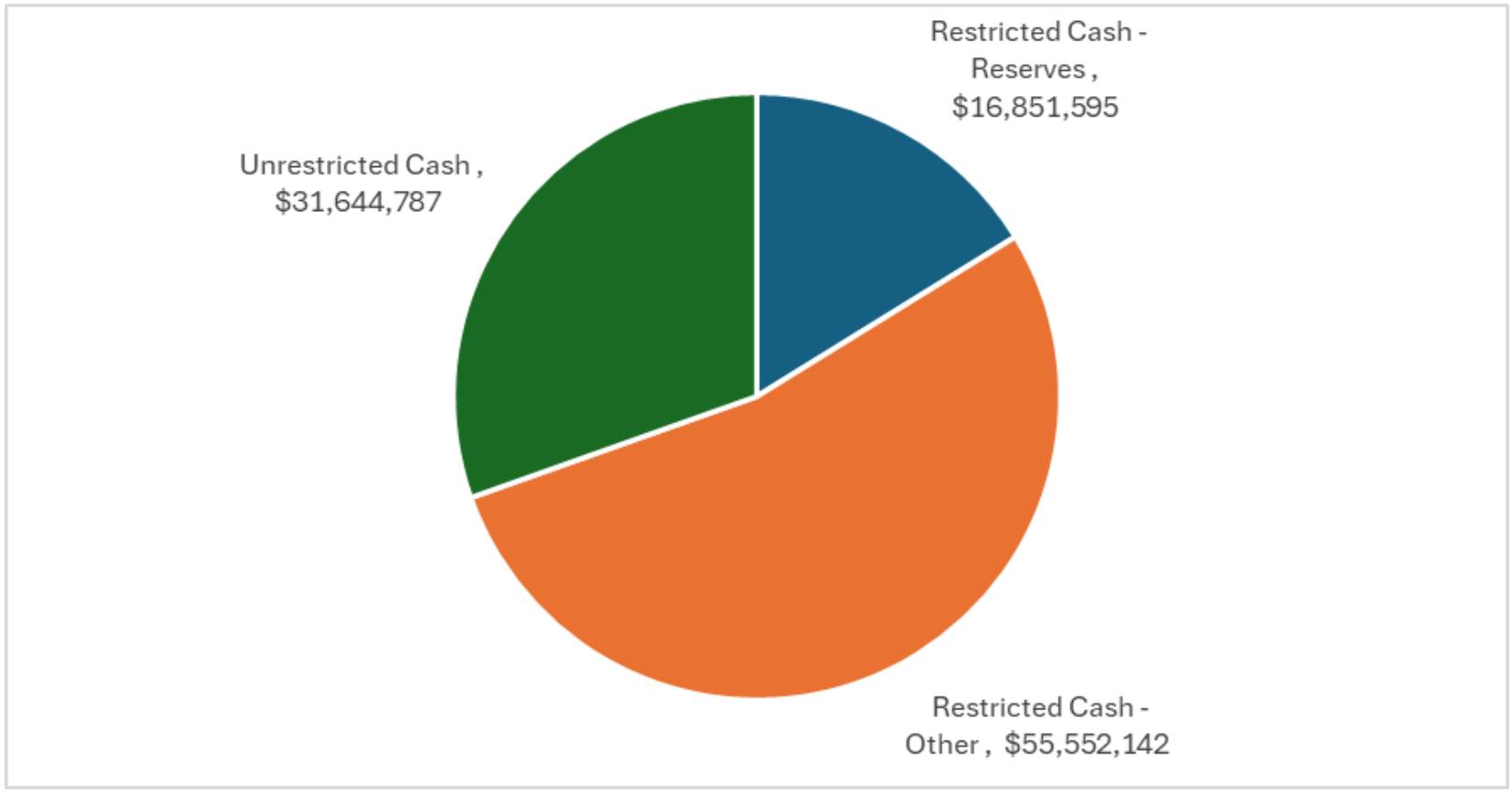
# CASH

# CASH – AS OF MARCH 31, 2026

Balances by Type

| Type | Balance |
|---|---|
| Cash on Hand | $6,025 |
| QPD Bank | $86,779,625 |
| Money Market | $0 |
| Certificates of Deposit | $0 |
| Investment Pool | $17,262,874 |
| **Total** | **$104,048,524** |

# CASH – AS OF MARCH 31, 2026



# DEBT

# OUTSTANDING DEBT

| Debt | 10/01/25 Bal | New Debt | Principal Payments | 9/30/26 Bal |
|---|---|---|---|---|
| 2017 Stormwater Revenue Note (Islesboro) | $1,634,789 | $0 | $539,064 | $1,095,725 |
| 2024 Line of Credit | $11,597,501 | $0 | $0 | $11,597,501 |
| State Revolving Loan | $75,729 | $0 | $18,694 | $57,035 |
| 2014 Cap Improvement Revenue Note | $2,595,000 | $0 | $415,000 | $2,180,000 |
| 2019 General Obligation Bond Turnbull Creek | $7,585,000 | $0 | $435,000 | $7,150,000 |
| 2018 Cap Improvement Revenue Note | $7,510,000 | $0 | $510,000 | $7,000,000 |
| 2025 General Obligation Bond Turnbull Creek | $0 | $5,500,000 | $260,000 | $5,240,000 |
| Equipment Financing | $647,209 | $0 | $402,612 | $244,597 |
| **Total Debt** | **$31,645,228** | **$5,500,000** | **$2,580,370** | **$34,564,858** |

# FUND OVERVIEW

# FUND OVERVIEW

This slide highlights how each funds' year-to-date spending (YTD Actual ) compares to both the annual budget and the month-to-date budget as of March 31, 2026.

| FUND | FY BUDGET 12 MONTHS | MTD BUDGET 6 MONTHS | YTD ACTUAL | % BUDGET USED FULL YEAR | % BUDGET USED 6 MONTHS |
|---|---|---|---|---|---|
| 001 GENERAL FUND | 76,882,856 | 38,441,428 | 21,312,147 | 27.7% | 55.4% |
| 003 BRANNON CIVIC CENTER | 730,690 | 365,345 | 308,707 | 42.2% | 84.5% |
| 004 GOLF COURSE FUND | 2,534,105 | 1,267,053 | 917,930 | 36.2% | 72.4% |
| 101 STORMWATER UTILITY FEE FUND | 8,273,992 | 4,136,996 | 2,527,216 | 30.5% | 61.1% |
| 103 SPECIAL LAW ENFORCEMENT TRUST | 237,015 | 118,508 | - | 0.0% | 0.0% |
| 104 AIRPORT/INDUSTRIAL PARK FUND | 5,867,778 | 2,933,889 | 1,623,942 | 27.7% | 55.4% |
| 105 POLICE IMPACT FEE FUND | 1,275,333 | 637,667 | 1,331,494 | 104.4% | 208.8% |
| 106 FIRE IMPACT FEE FUND | 1,233,745 | 616,873 | 1,250,440 | 101.4% | 202.7% |
| 107 RECREATION IMPACT FEE FUND | 1,781,022 | 890,511 | 1,852,316 | 104.0% | 208.0% |
| 109 TRANSPORTATION IMPACT FEES | 6,061,000 | 3,030,500 | 6,316,458 | 104.2% | 208.4% |
| 113 BUILDING AND INSPECTION | 3,842,409 | 1,921,205 | 1,203,876 | 31.3% | 62.7% |
| 114 TREE FUND | 132,304 | 66,152 | 12,000 | 9.1% | 18.1% |
| 115 PARKING REVENUE FUND | 5,460,320 | 2,730,160 | 507,666 | 9.3% | 18.6% |
| 116 OPIOID FUND | 128,400 | 64,200 | - | 0.0% | 0.0% |
| 125 CRA 2015 | 11,216,737 | 5,608,369 | 2,434,149 | 21.7% | 43.4% |
| 204 2017 STORMWATER REV NOTE | 569,876 | 284,938 | 280,436 | 49.2% | 98.4% |
| 205 SRF LOAN DEBT SERVICE | 103,341 | 51,671 | - | 0.0% | 0.0% |
| 206 2024 CAP IMP REV NOTE | 356,883 | 178,442 | 248,189 | 69.5% | 139.1% |
| 207 SRF LOANS DEBT SERVICE | 139,116 | 69,558 | 10,000 | 7.2% | 14.4% |

# FUND OVERVIEW (continued)

This slide highlights how each funds' year-to-date spending (YTD Actual) compares to both the annual budget and the month-to-date budget as of March 31, 2026.

| FUND | FY BUDGET 12 MONTHS | MTD BUDGET 6 MONTHS | YTD ACTUAL | % BUDGET USED FULL YEAR | % BUDGET USED 6 MONTHS |
|---|---|---|---|---|---|
| 208 2014 CAP IMP REV NOTE | 494,212 | 247,106 | 445,003 | 90.0% | 180.1% |
| 209 2014 & 2019 GO BOND | 1,070,549 | 535,275 | 540,449 | 50.5% | 101.0% |
| 210 2018 CAP IMP REVENUE NOTE | 707,341 | 353,671 | 586,113 | 82.9% | 165.7% |
| 213 2025 TURNBULL GO BOND | 418,000 | 209,000 | 29,799 | 7.1% | 14.3% |
| 301 CAPITAL PROJECTS TURNBULL | 13,344 | 6,672 | 3,200 | 24.0% | 48.0% |
| 302 CAPITAL PROJECTS | 11,169,000 | 5,584,500 | 5,694,004 | 51.0% | 102.0% |
| 303 GOB CAPITAL PROJECTS FUND | 1,217,900 | 608,950 | - | 0.0% | 0.0% |
| 304 AIRPORT CAPITAL FUND | 6,290,000 | 3,145,000 | 304,958 | 4.8% | 9.7% |
| 305 POLICE IMPACT FEE CAP FUND | 1,776,451 | 888,226 | - | 0.0% | 0.0% |
| 306 FIRE IMPACT FEE CAPITAL FUND | 1,481,301 | 740,651 | 26,544 | 1.8% | 3.6% |
| 307 RECREATION IMPACT FEE CAP FUND | 2,356,552 | 1,178,276 | 191,233 | 8.1% | 16.2% |
| 309 TRANSPORTATION IMPACT FEE CAP FUND | 6,773,135 | 3,386,568 | - | 0.0% | 0.0% |
| 311 STORMWATER CAPITAL FUND | 14,406,600 | 7,203,300 | - | 0.0% | 0.0% |
| 312 CAPITAL EQUIPMENT FUND | 5,070,961 | 2,535,481 | 499,073 | 9.8% | 19.7% |
| 313 2025 TURNBULL CAP PROJECT | 6,000,000 | 3,000,000 | 47,598 | 50.0% | 1.6% |
| 405 SANITATION | 12,942,967 | 6,471,484 | 3,834,601 | 29.6% | 59.3% |
| 408 CITY MARINA | 484,610 | 242,305 | 117,673 | 24.3% | 48.6% |
| 501 FLEET MAINTENANCE | 1,963,540 | 981,770 | 694,564 | 35.4% | 70.7% |
| **EXPENSE TOTAL** | **201,463,385** | **100,731,693** | **55,151,777** | **27.4%** | **54.8%** |

# GLOSSARY OF TERMS AND ACRONYMS

**BEGINNING FUND BALANCE:** Represents the funds carried forward from the previous fiscal year. Actual amounts are temporarily matched to the budgeted Beginning Fund Balance until the external audit is finalized—after which any audit adjustments are incorporated.

**ENDING FUND BALANCE:** Represents the amount of funds remaining in the account at month end or year end.

**REQUIRED RESERVES:** Funds set aside for emergencies, cash flow needs or unforeseen expenses. The percentage set aside was established by City Commission via Resolution 18-19 on May 28, 2019. The minimum level of fund balance that must be maintained to ensure financial stability and compliance with policy or law.

- General Fund (includes Brannon Center and Golf Course) 25%
- Stormwater 20%
- Airport 15%
- Solid Waste 20%
- Building and Inspection 20%
- City Marina 15%

Actual amounts are temporarily matched to the budgeted required reserves until the external audit is finalized—after which any audit adjustments are incorporated.

**OTHER RESERVES:** Funds reserved for a specific purpose, such as Fleet Replacement Fund Equity or specific projects.

**UNASSIGNED FUND EQUITY:** The portion of the fund balance that is not restricted, committed or assigned for specific purposes.

**RESTRICTED CASH:** Cash earmarked to cover required reserves or cash that can only be spent on a specific purpose.

**UNRESTRICTED CASH:** Cash that can be spent on any Governmental purpose.

**MTD:** Month to Date

**YTD:** Year to Date

**FY:** Fiscal Year (October - September)

# THE END

# PERMIT ISSUANCE SUMMARY (03/01/2026 TO 03/31/2026)
# FOR CITY OF NEW SMYRNA BEACH

| Permit Type | Permit Work Class* | Permits Issued | Square Feet | Valuation | Fees Paid |
|---|---|---|---|---|---|
| Building (Commercial) | Accessory/Detach Structure < 200 sf | 1 | 2,400 | $54,609.00 | $1,145.49 |
| | Accessory/Detach Structure > 200 sf | 3 | 3,564 | $149,000.00 | $4,505.95 |
| | Alteration, Remodel, Repair | 9 | 9,477 | $155,040.00 | $6,759.62 |
| | Concrete Spalling | 1 | 0 | $313,422.00 | $5,529.76 |
| | Multi-Family | 1 | 12,259 | $1,907,846.67 | $32,070.97 |
| | Re-roof | 4 | 13,200 | $29,700.00 | $1,818.77 |
| | Shutters | 1 | 1,886 | $21,484.00 | $617.85 |
| | Temporary Construction Trailer | 1 | 160 | $4,153.00 | $302.02 |
| | Windows/Doors/Garage Doors | 9 | 11,906 | $100,063.00 | $4,186.75 |
| **BUILDING (COMMERCIAL) TOTAL:** | | **30** | **54,852** | **$2,735,317.67** | **$56,937.18** |
| Building (Residential) | Accessory/Detach Structure < 200 sf | 1 | 120 | $6,489.00 | $87.90 |
| | Accessory/Detach Structure > 200 sf | 2 | 756 | $10,701.60 | $533.18 |
| | Addition | 4 | 16,521 | $5,205,000.00 | $1,423.38 |
| | Alteration, Remodel, Repair | 29 | 18,018 | $924,497.64 | $16,827.32 |
| | Interior Demo | 1 | 2,414 | $20,000.00 | $91.90 |
| | New Single Family | 9 | 30,083 | $2,866,484.00 | $72,202.99 |
| | Re-roof | 28 | 47,008 | $702,252.46 | $2,607.12 |
| | Screen Enclosure | 11 | 7,195 | $176,016.00 | $6,210.05 |
| | Screen Walls | 1 | 132 | $2,350.00 | $138.77 |
| | Shutters | 4 | 374 | $61,048.00 | $367.60 |
| | Siding | 2 | 1,110 | $9,000.00 | $183.80 |
| | Windows/Doors/Garage Doors | 34 | 29,876 | $919,140.15 | $3,124.60 |
| **BUILDING (RESIDENTIAL) TOTAL:** | | **126** | **153,606** | **$10,902,978.85** | **$103,798.61** |
| Certificate of Occupancy | Certificate of Occupancy | 15 | 56,457 | $5,349,857.00 | $0.00 |
| **CERTIFICATE OF OCCUPANCY TOTAL:** | | **15** | **56,457** | **$5,349,857.00** | **$0.00** |
| Demolition (Commercial) | Demolition | 1 | 0 | $38,000.00 | $1,000.71 |
| **DEMOLITION (COMMERCIAL) TOTAL:** | | **1** | **0** | **$38,000.00** | **$1,000.71** |
| Demolition (Residentiall) | Demolition | 4 | 4,060 | $24,220.00 | $1,077.84 |
| **DEMOLITION (RESIDENTIALL) TOTAL:** | | **4** | **4,060** | **$24,220.00** | **$1,077.84** |
| Dock & Seawalls (Commercial) | Docks | 1 | 0 | $20,000.00 | $774.84 |
| | Seawalls | 1 | 0 | $125,000.00 | $2,848.86 |
| **DOCK & SEAWALLS (COMMERCIAL) TOTAL:** | | **2** | **0** | **$145,000.00** | **$3,623.70** |
| Dock & Seawalls (Residential) | Docks | 3 | 0 | $47,000.00 | $1,197.40 |
| | Seawalls | 4 | 0 | $375,500.00 | $3,000.26 |
| **DOCK & SEAWALLS (RESIDENTIAL) TOTAL:** | | **7** | **0** | **$422,500.00** | **$4,197.66** |
| Electrical (Commercial) | Electrical Repairs | 13 | 0 | $38,350.06 | $2,954.99 |
| | Generator | 1 | 0 | $709,568.00 | $3,550.68 |
| | Service-New/Upgrade | 3 | 0 | $23,950.00 | $961.79 |
| **ELECTRICAL (COMMERCIAL) TOTAL:** | | **17** | **0** | **$771,868.06** | **$7,467.46** |
| Electrical (Residential) | Electrical Repairs | 24 | 0 | $58,580.22 | $2,381.40 |

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

# PERMIT ISSUANCE SUMMARY (03/01/2026 TO 03/31/2026)

| Permit Type | Permit Work Class* | Permits Issued | Square Feet | Valuation | Fees Paid |
|---|---|---|---|---|---|
| | Generator | 8 | 0 | $96,370.25 | $703.20 |
| | Service-New/Upgrade | 6 | 0 | $38,789.00 | $551.40 |
| | **ELECTRICAL (RESIDENTIAL) TOTAL:** | **38** | **0** | **$193,739.47** | **$3,636.00** |
| Engineering | Fence-Non-Residential | 6 | 2,349 | $117,542.00 | $2,917.97 |
| | Fence-Residential | 24 | 3,623 | $177,158.03 | $2,226.56 |
| | Paver/Patio/Driveway/Seal Coat/Restr | 1 | 320 | $2,486.19 | $395.97 |
| | Paver/Patio/Driveway/Seal Coat-Resic | 14 | 8,803 | $136,825.24 | $1,234.60 |
| | Right of Way | 12 | 6,113 | $0.00 | $0.00 |
| | Site Clearing (Commercial) | 3 | 7,000 | $26,275.00 | $1,613.56 |
| | **ENGINEERING TOTAL:** | **60** | **28,208** | **$460,286.46** | **$8,388.66** |
| Fire | Fire Alarm System | 6 | 15,843 | $59,792.16 | $3,385.88 |
| | Fire Commercial Hood | 1 | 1,000 | $1,000.00 | $257.57 |
| | Fire Line | 1 | 6,400 | $41,127.00 | $2,111.42 |
| | Fire Sprinkler System | 2 | 6,580 | $57,190.79 | $2,978.48 |
| | Fire-Special Events-Tent | 2 | 6,200 | $4,500.00 | $271.44 |
| | **FIRE TOTAL:** | **12** | **36,023** | **$163,609.95** | **$9,004.79** |
| Gas (Commercial) | Gas Tanks | 1 | 0 | $66,000.00 | $961.34 |
| | **GAS (COMMERCIAL) TOTAL:** | **1** | **0** | **$66,000.00** | **$961.34** |
| Gas (Residential) | Gas Lines | 8 | 0 | $16,780.00 | $735.20 |
| | Gas Tanks | 1 | 0 | $3,500.00 | $91.90 |
| | **GAS (RESIDENTIAL) TOTAL:** | **9** | **0** | **$20,280.00** | **$827.10** |
| Mechanical (Commercial) | Mechanical New | 2 | 0 | $56,150.00 | $1,407.45 |
| | Mechanical Repair/Replace | 5 | 0 | $40,825.00 | $2,093.12 |
| | **MECHANICAL (COMMERCIAL) TOTAL:** | **7** | **0** | **$96,975.00** | **$3,500.57** |
| Mechanical (Residential) | Mechanical Repair/Replace | 94 | 0 | $899,442.90 | $8,686.10 |
| | **MECHANICAL (RESIDENTIAL) TOTAL:** | **94** | **0** | **$899,442.90** | **$8,686.10** |
| Plumbing (Commercial) | Plumbing Repairs/Replace | 2 | 0 | $9,200.00 | $618.07 |
| | **PLUMBING (COMMERCIAL) TOTAL:** | **2** | **0** | **$9,200.00** | **$618.07** |
| Plumbing (Residential) | Plumbing New/Adding Service/Upgrac | 1 | 0 | $2,000.00 | $91.90 |
| | Plumbing Repairs/Replace | 17 | 0 | $40,441.04 | $1,562.30 |
| | **PLUMBING (RESIDENTIAL) TOTAL:** | **18** | **0** | **$42,441.04** | **$1,654.20** |
| Pool (Residential) | In Ground | 11 | 12,696 | $1,219,081.00 | $10,528.71 |
| | Pool with Enclosure | 1 | 920 | $95,000.00 | $931.91 |
| | **POOL (RESIDENTIAL) TOTAL:** | **12** | **13,616** | **$1,314,081.00** | **$11,460.62** |
| Sign | Monument | 2 | 97 | $26,000.00 | $944.48 |
| | Sign - Face Change | 1 | 10 | $1,000.00 | $356.02 |
| | Temporary Sign/Banner | 1 | 32 | $200.00 | $171.97 |
| | Wall Mounted | 3 | 69 | $11,030.00 | $1,119.13 |

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

# PERMIT ISSUANCE SUMMARY (03/01/2026 TO 03/31/2026)

| Permit Type | Permit Work Class* | Permits Issued | Square Feet | Valuation | Fees Paid |
|---|---|---|---|---|---|
| | **SIGN TOTAL:** | **7** | **208** | **$38,230.00** | **$2,591.60** |
| Tree Removal | Tree Removal Commercial | 1 | 0 | $0.00 | $56.00 |
| | Tree Removal Residential | 7 | 0 | $0.00 | $238.00 |
| | **TREE REMOVAL TOTAL:** | **8** | **0** | **$0.00** | **$294.00** |
| | **GRAND TOTAL:** | **470** | **347,029** | **$23,694,027.40** | **$229,726.21** |

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

| Social Media Followers as of April 6, 2026 (+/- change from prior report) | | | | |
|---|---|---|---|---|
| **Facebook** | **Nextdoor** | **Instagram** | **X** | **Threads** |
| 31,809 **(+200)** | 16,230 **(+60)** | 6,909 **(+77)** | 4,750 **(+10)** | 1,238 **(+3)** |

| Top 3 Facebook Posts in March 2026 | | | | |
|---|---|---|---|---|
| **Topic** | **Views** | **Interactions** | **Link Clicks** | **Shares** |
| Preview of March 24 FDOT State Road 44 workshop | 34,982 | 86 | 76 | 0 |
| John Flynn named city's next fire chief | 33,123 | 567 | 0 | 0 |
| Cleaning ditches for Lake Waterford Estates | 28,576 | 130 | 1 | 0 |

| Bottom 3 Facebook Posts in March 2026 | | | | |
|---|---|---|---|---|
| **Topic** | **Views** | **Interactions** | **Link Clicks** | **Shares** |
| Use the Volusia Beaches app during Spring Break | 585 | 3 | 0 | 0 |
| Reminder about March 26 strategic planning session | 1,405 | 1 | 15 | 0 |
| Police video on Bike Week and Spring Break | 1,601 | 18 | 0 | 0 |

| Public Meeting Traffic Report in March 2026 (+/- change from prior report) | | | | |
|---|---|---|---|---|
| **Total Page Views** | **Total Visits** | **Total Unique Visitors** | **Streaming Device Used** | |
| 6,857 **(+2,827)** | 2,923 **(+349)** | 1,636 **(+265)** | Desktop 85% **(+7)** | Mobile 15% **(-7)** |
| **Most Watched Meetings (Views)** | | **Page Views by Source** | **Visitors by Location (Views)** | |
| 1. March 24 City Commission regular (306) | | 1. City website (3,530) | 1. NSB (2,602) | 6. Daytona Beach (64) |
| 2. March 10 City Commission regular (224) | | 2. Direct link (2,713) | 2. Council Bluffs (2,324) | 7. Atlanta (49) |
| 3. March 2 Planning & Zoning Board (200) | | 3. City intranet (334) | 3. Miami (245) | 8. Port Orange (41) |
| 4. March 4 Animal Control Board (81) | | 4. Facebook (72) | 4. Edgewater (216) | 9. Forest City (35) |
| 5. March 26 Building Trades Examining Board (20) | | 5. Google search (57) | 5. Orlando (149) | 10. New York (31) |

**From:** Debbie Simmons
**To:** Kosorok, Tammy
**Cc:** Cowper, Kevin; Efren Chavez; Kindra McBride
**Subject:** Requested NSBU Monthly Capacity Metrics - March 2026
**Date:** Friday, April 10, 2026 1:29:03 PM
**Attachments:** image002.png

---

**CAUTION: EXTERNAL EMAIL**

Tammy,

Forwarding the requested NSBU monthly capacity metrics; for March 2026.

Thank you,

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




---

Electric

March 2026

| Peak (MW) | % of Available Capacity |
|---|---|
| 78 MW | 69.6% |

Water

| | Demand(MGD) | % Treatment Capacity |
|---|---|---|
| March 2026 | 5.551 | 54% |

Wastewater

| | TMADF(MGD) | % Treatment Capacity |
|---|---|---|
| March 2026 | 5.477 | 62% |

Definitions:
MGD = Millions of Gallons per Day
TMADF = 3 Month (*max over last 12-months*) Average Day Flow
*(this is the flow that our capacity available is determined on with FDEP)*
Water Plant Permit Capacity = 10.368 MGD
Wastewater Plant Permit Capacity = 7.0 MGD

PLEASE NOTE: Florida has a very broad public records law. Most written communications, and email addresses, sent to or from the Utilities Commission, City of New Smyrna Beach are public records available to the public and media upon request.

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

**CONSIDER THE ADOPTION OF THE MINUTES FROM THE CITY COMMISSION REGULAR MEETING AND WORKSHOPS HELD ON JULY 10, 2025, JULY 28, 2025, AND APRIL 14, 2026.**

**April 28, 2026**

---

**Background:**

The City Commission a regular meeting and workshops on July 10, 2025, July 28, 2025, and April 14, 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 Regular Meeting April 14 2026 - Minutes.pdf
City Commission Workshop - Charter Review July 28 2025.pdf
City Commission Workshop - Budget Workshop July 10 2025.pdf

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

**MINUTES**

## 1. OPENING OF MEETING

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, April 14, 2026, at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

Mayor Fred E. Cleveland opened the meeting at 5:30 PM.

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

**Excused Absence:** Commissioner Valli Perrine

## 2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Chaplain Beverly Richard gave the invocation. Melissa Chesley led those present in the Pledge of Allegiance.

## 3. APPROVAL OF THE AGENDA

City Manager Cowper announced the withdrawal of Consent Item 7G.

## 4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Presentation: New Smyrna Beach Garden Club; JoAnne Anderson, President
JoAnne Anderson, President New Smyrna Beach Garden Club, outlined a PowerPoint presentation and presented the City with a gift.

4.B Recognition of Employee of the Year winners
Heather Kidd, Human Resource Director, recognized the City of New Smyrna Beach Employee of the Year recipients.

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

Ken Parker, Senior Advisor ICMA Senior Advisor, recognized the City of New Smyrna Beach operating 105 years as operating as city Manager – Commission form of government.

## 5. CITY MANAGER'S REPORT

5.A City Manager's Report

City Manager Cowper outlined a report.

## 6. PUBLIC PARTICIPATION

Teresa Corbett, 803 East 13th Avenue, expressed interest in serving on the Planning and Zoning Board.

Christel Saylor of 645 Ball Street commented on AI data centers, city toilet-to-tap initiatives, Ordinance No. 24-26 exhibit F's traffic study, and the contaminated site.

Bob Millen, 4619 Doris Drive, Vice President of New Smyrna Beach Pickleball Club thanked the city's new courts and Phil Hall pickleball court and commented on the necessity of webcam for the courts.

Eric Torres, General Manager of the New Smyrna Beach Gnarlies, summer college baseball team, thanked supporters and described the team as a community asset.

## 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.

**Motion:**

Commissioner Martin moved to adopt the minutes from the City Commission workshop and regular meeting held on Tuesday, March 24, 2026. Vice Mayor McGuirk seconded the motion. The motion passed by unanimous vote.

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.

**Motion:**

Commissioner Martin moved to approve 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. Vice Mayor McGuirk seconded the motion. The motion passed by unanimous vote.

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

**Motion:**

Commissioner Martin moved to approve an amendment to the Janitorial Service contract. Vice Mayor McGuirk seconded the motion. The motion passed by unanimous vote.

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.

**Motion:**

Commissioner Martin moved to approve 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.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. Vice Mayor McGuirk seconded the motion. The motion passed by unanimous vote.

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

**Motion:**

Commissioner Martin moved to approve a second contract amendment to Evergreen Solutions, LLC. Vice Mayor McGuirk seconded the motion. The motion passed by unanimous vote.

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

**Motion**:

Commissioner Martin moved to approve the contract addendum for Michael Baker International, Inc. Vice Mayor McGuirk seconded the motion. The motion passed by unanimous vote.

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

**This item was withdrawn from the agenda.**

## 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.

Ralph Miller, Natural Resources Manager, outlined a report.

**Motion**:
Vice Mayor McGuirk moved to approve the Real Estate Purchase Agreement for Turnbull Creek Conservation lands owned by Linda Ellison Minton. Commissioner Martin seconded the motion. The motion passed by unanimous vote.

## 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.

City Attorney Avallone read Ordinance No. 24-26 for the first time by title only. She announced that second reading and public hearing was scheduled for Tuesday, May 12, 2026.

## 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.

The City Commission appointed Teresa Corbett to the Planning and Zoning Board.

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

The City Commission reappointed Jana Caswell to the Historic Preservation Commission, with her new term ending on May 14, 2029. Additionally, Erik Ahlgren was appointed by the City Commission to fill an unexpired term, which will conclude on May 14, 2027.

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

The City Commission appointed Kirsten Carr to serve on the Code Compliance board to a term set to expire on March 5, 2029.

## 13. MAYOR AND COMMISSIONER COMMENTS

Commissioner Martin provided remarks regarding residents submitting applications for board and commission appointments.

Vice Mayor McGuirk offered remarks regarding the grand opening of the Phil Hall Pickleball Courts.

Mayor Cleveland discussed the Phill Hall pickleball courts, strategic planning, Employee Appreciation Day, Mike Martin Surf event, Pro Am Skate event on Canal Street, Horsin' Around fundraising at Atlantic Center for the Arts, and thanked City Staff for their work on the state of the city.

## 14. CITY CLERK'S REPORT

## 15. CITY ATTORNEY'S REPORT

City Attorney Avallone outlined a report regarding the Florida Legislative session.

## 16. ADJOURNMENT

As there was no further business to discuss, Mayor Cleveland adjourned the meeting at 6:32 PM.

**City Commission Workshop**
**Monday, July 28, 2025, at 6:30 PM**

**MINUTES**

## I. CALL TO ORDER

Having been duly advertised as required by law, the workshop of the City Commission of the City of New Smyrna Beach, Florida, was held on Monday, July 28, 2025, at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

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

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

## II. PUBLIC PARTICIPATION

Pam Ison, 624 North Riverside Drive, commented on residents of New Smyrna Beach being able to vote on the Charter Amendments.

Sally Gilliespie, 610 North Peninsula Avenue, expressed appreciation to the City Commission and committee members for their cooperative efforts and offered remarks regarding the special election.

Karen Gulino, 452 Old Mission Road, commented on a pond being built behind her home.

Robbie Gibson-Minor, 2839 South Asciano Court, noted the Charter Review Committee's effective cooperation, questioned the ballot language, election cost, and voter turnout, and commented on salaries.

Cindy Sniezak, 512 Yupon Avenue, expressed her appreciation to the City Commission and the Charter Review Committee. She provided feedback regarding the Charter Review Committee video and offered comments on the proposed City Commission salary ballot language, four-year term limits, and the primary election.

Leslie Sachs, 816 East 8th Avenue, thanked the City Commission and Charter Review Committee for their efforts. She addressed the four-year mayoral term, primary election, commission salary, and suggested the Mayor not always vote last in roll calls. She also appreciated the Committee for separating all charter revisions.

Mike Ison, 624 North Riverside Drive, listed advantages and disadvantages of a single vote for the charter review.

Jesse Romero, 708 South Cooper Street, expressed gratitude to the members of the Charter Review Committee for their service and provided remarks regarding the inclusion of section 6.05 in the Charter.

Joe Dlubac, 3587 Casalta Circle, commented on City Commission salary ballot language, the comp plan, city flooding, and ongoing development monitoring.

## III. WORKSHOP

III.a Charter Review Committee Update –
City Attorney Avallone outlined the discussion regarding the Charter Review Committee.

Mr. Mark Billings, Charter Review Committee Chair, outlined a presentation.

Susan Boyer, Charter Review Committee Facilitator, outlined a report.

Lisa Lewis, Supervisor of Elections, provided clarification regarding previous elections.

Vice Mayor Martin addressed the significance of the Charter Revision and emphasized the essential elements that should be included in the Charter.

Lisa Lewis, Supervisor of Elections, noted that Volusia County salaries were linked to state salary rates.

Commissioner McGuirk discussed Charter review frequency, term lengths, salary, and art and culture.

Commissioner Perrine discussed the Charter review, addressing whether ballot items should be separate or all-or-nothing, as well as term limits and commission salaries.

Commissioner Ashley discussed voting on each item, the mayor's four-year term, inquired about the timing of the special election, and proposed linking city commission salaries to another government.

Mayor Cleveland addressed the Commission's salary, noting the local government was nonpartisan and term limits.

Vice Mayor Martin discussed her service on the Charter Committee in 2020, raised concerns about the Charter's urgency, and addressed arts, culture, and historic preservation.

Commissioner McGuirk expressed concerns regarding the expenses associated with holding a special election. He recommended that each proposed amendment be subject to an individual vote.

City Attorney Avallone provide clarification regarding the special election.

Commissioner Perrine commented on Commission salary and City Clerk position.

Mayor Cleveland discussed the special election, noting that term limits apply to both Mayor and Commission roles, with residents making the final decision.

Vice Mayor Martin sought clarity regarding the time of the special election.

Ms. Lewis provided clarification regarding election.

III.b Discussion: Ordinance No. XX-25 Four Year Mayoral Term

City Attorney Avallone read the Four-Year Mayoral Term ballot language.

III.c Discussion: Ordinance No. XX-25 Nomination and election

City Attorney Avallone read the Nomination and election ballot language

III.d Discussion: Ordinance No. XX-25 City Clerk

City Attorney Avallone read the City Clerk Ballot Language

III.e Discussion: Ordinance No. XX-25 Commission Salary

City Attorney Avallone read the Commission Salary ballot language

III.f Discussion: Ordinance No. XX-25 Historic Preservation

City Attorney Avallone read the Historic Preservation ballot language

III.g Discussion: Ordinance No. XX-25 Arts and Culture

City Attorney Avallone read the Arts and Culture ballot language

III.h Discussion: Ordinance No. XX-25 Charter Review

City Attorney Avallone read the Charter Review ballot language

## IV. COMMISSION COMMENTS

## V. ADJOURNMENT

As there was no further business to discuss, Mayor Cleveland adjourned the workshop at 8:17 pm.

**City Commission Workshop**
**Thursday, July 10, 2025 at 9:00 AM**

**MINUTES**

## I. CALL TO ORDER

Having been duly advertised as required by law, the workshop of the City Commission of the City of New Smyrna Beach, Florida, was held on Thursday, July 10, 2025, at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

Mayor Fred E. Cleveland opened the meeting at 9:00 AM.

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

## II. PUBLIC PARTICIPATION

No action.

## III. WORKSHOP

City Manager Cowper outlined the order of the Workshop.

JoAnne Drury, Finance Director, outlined a PowerPoint presentation.

Mayor Cleveland inquired about the roll back rate.

City Manager Cowper provided clarification regarding the planning and budgeting process.

A discussion ensued regarding growth and planning in the City.

Samantha Bergeron, Economic Development Director, explained the bed tax distribution.

Rob Salazar, Director of Leisure Services, offered detailed clarification regarding staffing and City Marina fee structures for residents, non-residents, and transient visitors.

Arvin Weese, Airport Director, provided clarification regarding purchasing property at the airport and the economic potential of the airport.

Commissioner McGuirk provided clarification regarding the history of the parking fund.

City Manager Cowper outlined the millage rate and future budget considerations.

Rob Salazar, Director of Leisure Services, offered detailed clarification on the Leisure Service budget for fiscal year 2026.

## IV. COMMISSION COMMENTS

Vice Mayor Martin commented on the new presentation of the FY 26 budget.

Commissioner McGuirk commented on a seamless FY 26 budget presentation.

Commissioner Ashley commented on an information budget FY 26 workshop.

Commissioner Perrine stated how pleased the FY 26 budget was presented.

Mayor Cleveland praised the budget workshop for its seamless presentation and clear communication.

## V. ADJOURNMENT

As there was no further business to discuss, Mayor Cleveland closed the workshop at 3:30 pm.

**THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES**

**RESOLUTION NO. 07-26: CONSIDER THE ADOPTION OF RESOLUTION NO. 07-26 WHICH, IF ADOPTED, WOULD AMEND RESOLUTION NO. 04-26 THE HOURS OF OPERATION FOR DETWILER PARK.**

**April 28, 2026**

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**Background:**

Amendment to Resolution 04-26 to adjust Detwiler Park hardcourt lights to 10 pm.

This update will amend hours previously adopted by Res. 04-26 in March of 2026.

Proposed changes to the resolution have been reviewed with the Public Work Director and City Manager.

**Fiscal Analysis:**

n/a

**Strategic Plan Item:**

No

Staff Report Created By: Robert Salazar - Leisure Services Director

**Attachments:**

Res_04-26_Parks_and_Rec_Hours_of_Operation.pdf
Res 07-26 Parks and Recreation Hours of Operation.pdf

# RESOLUTION NO. 04-26

**A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH REPEALING AND REPLACING RESOLUTION NO. 21-19, PARKS AND RECREATION FACILITY HOURS; AND PROVIDING FOR AN EFFECTIVE DATE.**

***WHEREAS***, Chapter 58, Section 58-2 of the New Smyrna Beach City Code, provided for the City Manager to establish the facility hours for parks and recreation areas within the City by resolution; and

***WHEREAS***, Resolution No. 21-19 was adopted establishing those facility hours for the City's parks and recreation areas; and

***WHEREAS***, new parks have been added to the city since the adoption of Resolution No. 21-19; and

***WHEREAS***, the City Commission feels it is in the best interests of the citizens of New Smyrna Beach to approve the hours established by the City Manager.

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

**SECTION 1:** ***Repealing Resolution 21-19.*** Resolution No. 21-19 is hereby repealed and replaced by the language in Section 2 below.

**SECTION 2:** ***Parks and Recreation Facility Hours.*** The City Manager hereby establishes that all public parks, athletic fields, tennis courts, basketball courts and recreational facilities of the city are open to the public between sunrise and sunset and closed between sunset and sunrise, unless otherwise provided below:

**Boat Ramps, Launches, and Fishing Piers – shall be open 24 hours a day, 7 days a week**

Buena Vista Park Fishing Pier

Callalisa Park Boat Launch

North Causeway Boat Ramps

Riverside Park Fishing Pier

Rocco Park Fishing Pier

Swoope Boat Ramp

**Hardcourts – lights on city hardcourts will be scheduled until 9:00 pm daily**

Detwiler Park

Pettis Park

Phil Hall Park

Rocco Park

**Dog Parks – shall be open dawn to dusk**

Phil Hall Park

Sports Complex

**Parks with beach access – shall be open 1 hour prior to sunrise and until 11:00 pm**

27th Avenue Park

Esther Street Park

Flagler Avenue Boardwalk

Grayce Kenemer Barck North Community Park

Marianne Clancy Park

**Parks without lights or with restrooms – shall be open until 9:00 pm**

Buena Vista Park

Christmas Park

Detwiler Park

Emory L. Bennett Park

Holland Park

Inlet Shores Park

Mary Avenue Park

Myrtle Avenue Park

Old Fort Park

Pettis Park

Riverside Park

Rocco Park

Turnbull St. Park

**Recreation Centers – Hours to be determined by Leisure Services Director based on events or activities scheduled.**

Alonzo "Babe" James Community Center

Brannon Center

City Gym

Coronado Civic Center

Live Oak Cultural Center

Sports Complex

**Indian River Lagoon Preserve Park** – Daylight savings - Open to motor vehicles from 9:00 a.m. – 7:00 p.m.; All other days: Open to motor vehicles from 9:00 a.m. to 5:00 p.m. or as otherwise approved by the City Commission as part of the Management Agreement with the Marine Discovery Center.

**Skate Park** - shall be open from 1:00 p.m. to 9:00 p.m., Monday through Friday, and from 12:00 pm to 9:00 pm on Saturdays and Sundays.

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

**APPROVED AS TO FORM AND CORRECTNESS:**

Carrie Avallone

**CARRIE AVALLONE**
**City Attorney**

**DATE:** 3/3/2026

# RESOLUTION NO. 07-26

**A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH AMENDING RESOLUTION NO. 04-26, PARKS AND RECREATION FACILITY HOURS; AND PROVIDING FOR AN EFFECTIVE DATE.**

***WHEREAS,*** Chapter 58, Section 58-2 of the New Smyrna Beach City Code, provided for the City Manager to establish the facility hours for parks and recreation areas within the City by resolution; and

***WHEREAS,*** on June 11, 2019, the City Commission adopted Resolution No. 21-19, establishing facility hours for the City's parks and recreation areas; and

***WHEREAS,*** on March 10, 2026, the City Commission adopted Resolution No. 04-26, which repealed and replaced Resolution No. 21-19; and

***WHEREAS,*** following adoption of Resolution No. 04-26, City staff identified the need for additional clarification and finds it necessary to further amend the facility hours established therein; and

***WHEREAS,*** the City has recently made improvements at Detwiler Park, including the installation and use of hardcourt lighting, and therefore finds it necessary to clearly define Detwiler Park operating hours and lighting schedules; and

***WHEREAS,*** in light of these facility improvements and increased use of Detwiler Park, the hours of use of this park should be lengthened; and

***WHEREAS,*** the City Commission feels it is in the best interests of the citizens of New Smyrna Beach to approve the revised hours of Detwiler Park.

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

**SECTION 1:** ***Amending Resolution 04-26.*** Resolution No. 04-26 is hereby amended by the language in Section 2 below.

**SECTION 2:** ***Parks and Recreation Facility Hours.*** The City Manager hereby establishes that all public parks, athletic fields, tennis courts, basketball courts and recreational facilities of the city are open to the public between sunrise and sunset and closed between sunset and sunrise, unless otherwise provided below:

**Boat Ramps, Launches, and Fishing Piers – shall be open 24 hours a day, 7 days a week**

Buena Vista Park Fishing Pier

Callalisa Park Boat Launch

North Causeway Boat Ramps

Riverside Park Fishing Pier

Rocco Park Fishing Pier

Swoope Boat Ramp

**Hardcourts – lights on city hardcourts will be scheduled until 9:00 pm daily**

~~Detwiler Park~~

Pettis Park

Phil Hall Park

Rocco Park

**Hardcourts – lights on city hardcourts will be scheduled until 10:00 pm daily**

Detwiler Park

**Dog Parks – shall be open dawn to dusk**

Phil Hall Park

Sports Complex

**Parks with beach access – shall be open 1 hour prior to sunrise and until 11:00 pm**

27th Avenue Park

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Flagler Avenue Boardwalk

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**Parks without lights or with restrooms – shall be open until 9:00 pm**

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Detwiler Park

Emory L. Bennett Park

Holland Park

Inlet Shores Park

Mary Avenue Park

Myrtle Avenue Park

Old Fort Park

Pettis Park

Riverside Park

Rocco Park

Turnbull St. Park

**Recreation Centers – Hours to be determined by Leisure Services Director based on events or activities scheduled.**

Alonzo "Babe" James Community Center

Brannon Center

City Gym

Coronado Civic Center

Live Oak Cultural Center

Sports Complex

**Indian River Lagoon Preserve Park** – Daylight savings - Open to motor vehicles from 9:00 a.m. – 7:00 p.m.; All other days: Open to motor vehicles from 9:00 a.m. to 5:00 p.m. or as otherwise approved by the City Commission as part of the Management Agreement with the Marine Discovery Center.

**Skate Park -** shall be open from 1:00 p.m. to 9:00 p.m., Monday through Friday, and from 12:00 pm to 9:00 pm on Saturdays and Sundays.

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

**APPROVED AS TO FORM AND CORRECTNESS:**

**/s/CARRIE AVALLONE**
**City Attorney**

**DATE: April 21, 2026**

**THE CITY OF NEW SMYRNA BEACH - FINANCE**

**RESOLUTION NO. 08-26: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH, IF ADOPTED, WOULD AMEND THE FISCAL YEAR 2026 BUDGET.**

**April 28, 2026**

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**Background:**

The proposed budget amendment adjusts the Fiscal Year 2026 budget to incorporate grant activity, funds carried forward from the prior year, updated revenue estimates, interfund transfers, capital project alignment, and fund closeout activity. In total the budget is being increased by $25,354,353. A summary of the budget adjustments by fund is provided below.

Fund 001 - General Fund

The proposed budget amendment increases the General Fund budget by $6,153,759. On the revenue side, the amendment records $27,085 in opioid settlement proceeds, recognizes $28,844 in funding from an immigration enforcement grant awarded to the Police Department, and increases carryforward from the prior fiscal year by approximately $6,097,830. Of the carryforward amount, $4.4 million had been previously budgeted for recovery costs related to Hurricanes Ian, Nicole, and Milton; those funds are no longer needed for recovery efforts and are being reallocated. On the expenditure side, appropriations are established for the opioid abatement program in the amount of $27,085 and the immigration enforcement program in the amount of $28,844. The transfer to Fund 312 (Capital Equipment Fund) is increased by $116,787 to provide additional funding for the Emergency Operations Center power supply project, Fire Department ice makers, and the purchase of a reel mower. The Fire Department operating budget is increased by $36,736 for uniforms ordered in FY 2025 but not received until FY 206. The Police Department personnel services budget is being increased by $132,594 to fund two Community Assistant Aide positions that were previously supported by the Parking Fund. The remaining balance of approximately $5.8 million is added to unassigned General Fund reserves.

Fund 003 - Brannon Center Fund

The proposed budget amendment increases the Brannon Center Fund budget by $19,799. The budget amendment recognizes insurance proceeds of $19,799 for water intrusion damage at the Brannon Center. Corresponding expenditure authority is established for emergency water mitigation and repair activities.

Fund 101 - Stormwater Fund

The proposed budget amendment increases the Stormwater Fund appropriation by

$2,863,263. This increase consists of a $151,669 transfer from the ARPA Fund to support pipelining expenses and $2,711,594 in funds carried forward from the prior year, which is added to unassigned reserves. Funds carried forward relate to capital projects funded in prior years that were not completed by year end. As a result, the remaining balances will be re budgeted in the appropriate capital projects.

Fund 103 - Law Enforcement Trust Fund
The proposed budget amendment increases the Law Enforcement Trust Fund budget by $14,387. This adjustment reflects increased forfeiture revenues and funds carried forward from the prior year of $11,948 and $5,454 respectively. Interest earnings are reduced by $3,015 to better align with current year activity. Unassigned reserves increase by $22,402, representing the net effect of the revenue changes and the reclassification of $8,015 budgeted in operating contingency to unassigned reserves, consistent with reserve treatment across funds.

Fund 104 - Airport Fund
The proposed budget amendment increases the Airport Operating Fund by $150,657. This increase reflects funds carried forward from the prior year in the same amount. On the expenditure side, transfers to the Airport Capital Fund increase by $157,706 to match FAA and FDOT grant funding for multiple capital projects, with a reduction of $7,049 to unassigned reserves.

Funds 105, 106, 107, and 109 - Impact Fee Funds (special revenue funds)
The budget amendment increases funds carried forward from the prior year and records transfers out of the Police, Fire, Recreation, and Transportation special revenue Impact Fee funds to their respective capital funds in the amounts of $76,110, $34,785, $704,120, and $255,459, respectively. These transfers support the closeout and consolidation of impact fee balances in accordance with the City's current fund structure.

Fund 114 - Tree Fund
The budget amendment increases the Tree Fund appropriation by $463,146, consisting of $460,146 in current year fine collections and $3,000 in interest earnings. The corresponding amount is added to unassigned reserves. Fund 115 â€“ Parking Fund The proposed budget amendment increases the Parking Fund budget by $850,644. Current year parking revenues from permits, parking lots, and boat ramps reflect a net increase of $113,340, while $89,000 in interest earnings is added. In addition, funds carried forward from the prior year increased by $648,304. On the expenditure side, the personnel services budget decreases by $132,594 to reflect the transfer of two Community Service Aides from the Parking Fund to the General Fund. This reduction, together with the net revenue increase, is added to unassigned reserves in the amount of $983,238.

Fund 116 - Opioid Fund
The proposed budget amendment increases the Opioid Fund appropriation by $7,723, consisting of a $7,623 increase in opioid settlement revenues and $100 in additional interest earnings to align with current year activity. A corresponding adjustment is made to unassigned reserves.

Fund 130 - ARPA Fund
The proposed budget amendment increases the ARPA Fund budget by $658,397, consisting of a $6,000 increase in interest earnings and $652,397 in funds carried forward from the prior year. A transfer of $151,669 is budgeted to the Stormwater Fund to support pipelining projects, and $506,728 is added for canal dredging.

Fund 301 - Turnbull Creek Capital Project Fund
The proposed budget amendment increases the Turnbull Creek Capital Project Fund budget by $10,898, consisting of $11,598 in funds carried forward from the prior year, partially offset by a $700 reduction in interest earnings. This amount, together with $13,344 budgeted for land acquisition, is added to the appraisal expense line item, for a total increase of $24,242.

Fund 302 - Capital Projects Fund
The proposed budget amendment increases the Capital Projects Fund budget by $14,945,608. This increase is comprised of $5,522,983 in funds carried forward from the prior year for projects not yet completed, $4,733,628 in grant revenues, $2,440,629 in loan proceeds, and a $2,000,000 contribution from the New Smyrna Beach Utilities Commission for the Washington Street project. Additional funding includes a $28,368 transfer from the General Fund, the recognition of a $20,000 contribution from the Smyrna Yacht Club for improvements to navigational waterways, and $200,000 in interest earnings. The majority of this increase is appropriated to specific capital projects currently in various stages of completion. While funding for these projects was authorized in prior fiscal years, construction and implementation remain ongoing. In addition, $313,259 is added to unassigned reserves, $449,540 is transferred to the Stormwater Capital Project Fund and $90,000 to Capital Equipment Fund.

Fund 303 - General Obligation Bond Capital Project Fund
The proposed budget amendment decreases the GO Bond Capital Project Fund appropriation by $22,000, reflecting lower interest earnings and a corresponding reduction in unassigned reserves to align the budget with current year conditions.

Fund 304 Airport Capital Fund
The proposed budget amendment increases the Airport Capital Project Fund by

$334,132. This includes an additional $157,706 in transfers from the Airport Operating Fund to provide the required match for various FAA and FDOT grants, as well as $176,426 in new grant funding. On the expenditure side, funding is increased for several airport capital projects, including fuel farm improvements, runway rehabilitation, apron improvements, air traffic equipment upgrades, and terminal design. The Airport Master Plan project is removed from the budget, as FAA funding for that effort will not be available until FY 2027.

Funds 305, 306, 307, and 309 - Impact Fee Funds (capital project funds)
The budget amendment increases transfers into the Police, Fire, Recreation, and Transportation Impact Fee capital project funds from their respective special revenue funds in the amounts of $76,110, $34,785, $704,120, and $255,459, respectively. These amounts are added to unassigned reserves, except for the Parks Impact Fee Fund, which appropriates $614,166 for the Paige Pickleball Court project and $90,044 added to unassigned reserves. This project was budgeted in FY 2025 but not expended until FY 2026. These transfers support the closeout and consolidation of impact fee balances in accordance with the City's current fund structure.

Fund 311 - Stormwater Capital Project Fund
The proposed budget amendment reduces the Stormwater Capital Fund appropriation by $4,550,460, reflecting the removal of $5,000,000 in grant revenue previously budgeted for the Corbin Park stormwater project. While the project will continue to be funded through County-level grant resources, the City has been advised that the grant funds will not flow through the Cityâ€™s financial records. Upon completion of the project, the County will donate the Corbin Park stormwater infrastructure to the City. The reduction in grant funding is partially offset by a $449,540 transfer from the Capital Project Fund. In addition, the City's required contribution to the Corbin Park project has been revised, resulting in an $848,780 reduction to the City's share. On the expenditure side, the Corbin Park project budget is reduced by $5,848,780, with $1,298,320 reallocated to unassigned reserves.

Fund 312 - Equipment Capital Fund
The proposed budget amendment increases the Equipment Capital Fund budget by $286,063. Transfers from the General Fund and the Capital Project Fund increase by $175,710 and $90,000, respectively. Revenues also reflect the recognition of a $500 donation to the Fire Department and a $19,853 State fire grant. On the expenditure side, the budget provides additional funding for capital purchases, including the Emergency Operations Center power supply project, Fire Department ice makers, the purchase of a reel mower, and a variety of Fire Department equipment. Fund 313 â€“ 2025 Turnbull GO Bond Capital Project Fund The proposed budget amendment reduces the 2025 Turnbull GO Bond Capital Project Fund budget by $400,000. This reduction reflects lower interest

earnings and a decrease in budgeted land acquisition, as cash is being utilized for purchases more quickly than anticipated. As a result, less cash is available to generate interest earnings, necessitating the adjustment.

Funds 405 - Sanitation Fund
The proposed budget amendment increases the Sanitation Fund budget by $1,352,303. Current year revenues for solid waste collection, special garbage pickups, and fines increased by a net $348,082, while funds carried forward from the prior year increased by $1,004,221. On the expenditure side, the entire increase is allocated to unassigned reserves.

408 - Marina Fund
The proposed budget amendment decreases the Marina Fund appropriation by $28,588. Current year revenues from sewer pump outs, utilities, and slip rentals decrease by a net $2,900, while interest earnings decrease by $962. In addition, funds carried forward from the prior year decreased by $24,726. On the expenditure side, the entire reduction is reflected as a decrease in unassigned reserves.

501 - Fleet Management Fund
The proposed budget amendment increases the Fleet Fund budget by $103,494. Revenue adjustments include an increase of $13,300 from fuel sales, $2,770 in additional interest earnings, and an $87,424 increase in funds carried forward from the prior year. On the expenditure side, $31,800 is allocated to capital for the purchase of a two post vehicle lift, and $9,450 is budgeted for operating expenses. The remaining $62,244 is added to unassigned reserves.

**Fiscal Analysis:**
The budget amendment will increase the City's Fiscal Year 2026 budget by $25,354,353.

**Strategic Plan Item:**
No

Staff Report Created By: JoAnne Drury - Finance Director

**Attachments:**

RES 08-26 Exhibit A.pdf
Res 08-26 Budget Amendment FY2025-2026.pdf

**Exhibit "A"**

**ADOPTED BUDGET FISCAL YEAR 2025-2026**

| FUND | ADOPTED BUDGET RES 31-25 | RES 41-25 | RES 03-26 | RES 08-26 | TOTAL AMENDED BUDGET |
|---|---|---|---|---|---|
| 001 GENERAL FUND | $ 76,646,231 | $ - | $ 236,625 | $ 6,153,759 | $ 83,036,615 |
| 003 BRANNON CENTER FUND | $ 730,690 | $ - | $ - | $ 19,799 | $ 750,489 |
| 004 GOLF COURSE FUND | $ 1,989,506 | $ - | $ 544,599 | $ - | $ 2,534,105 |
| 101 STORMWATER FUND | $ 8,273,992 | $ - | $ - | $ 2,863,263 | $ 11,137,255 |
| 103 SPECIAL LAW ENFORCEMENT TRUST FUND | $ 237,015 | $ - | $ - | $ 14,387 | $ 251,402 |
| 104 AIRPORT FUND | $ 5,867,778 | $ - | $ - | $ 150,657 | $ 6,018,435 |
| 105 POLICE IMPACT FEE FUND | $ 1,275,333 | $ - | $ - | $ 76,110 | $ 1,351,443 |
| 106 FIRE IMPACT FEE FUND | $ 1,233,745 | $ - | $ - | $ 34,785 | $ 1,268,530 |
| 107 RECREATION IMPACT FEE FUND | $ 1,781,022 | $ - | $ - | $ 704,210 | $ 2,485,232 |
| 109 TRANSPORTATION IMPACT FEE FUND | $ 6,061,000 | $ - | $ - | $ 255,459 | $ 6,316,459 |
| 113 BUILDING AND INSPECTION FUND | $ 3,842,409 | $ - | $ - | $ - | $ 3,842,409 |
| 114 TREE FUND | $ 120,304 | $ - | $ 12,000 | $ 463,146 | $ 595,450 |
| 115 PARKING FUND | $ 5,460,320 | $ - | $ - | $ 850,644 | $ 6,310,964 |
| 116 OPIOID FUND | $ 128,400 | $ - | $ - | $ 7,723 | $ 136,123 |
| 125 COMMUNITY REDEVELOPMENT FUND | $ 10,209,070 | $ - | $ 1,007,667 | $ - | $ 11,216,737 |
| 130 ARPA FUND | $ - | $ - | $ - | $ 658,397 | $ 658,397 |
| 204 DEBT SERVICE FUND | $ 560,872 | $ - | $ 9,004 | $ - | $ 569,876 |
| 205 DEBT SERVICE FUND (SRF LOAN) | $ - | $ - | $ 103,341 | $ - | $ 103,341 |
| 206 DEBT SERVICE FUND (2021 NOTE) | $ 219,000 | $ - | $ 137,883 | $ - | $ 356,883 |
| 207 SRF DEBT SERVICE SINKING FUND | $ 19,999 | $ - | $ 119,117 | $ - | $ 139,116 |
| 208 DEBT SERVICE 2005 REV FUND | $ 469,321 | $ - | $ 24,891 | $ - | $ 494,212 |
| 209 DEBT SERVICE GO BOND 2005 (2014) & 2019 FUND | $ 1,391,724 | $ - | $ (321,175) | $ - | $ 1,070,549 |
| 210 2018 CAP IMP REVENUE NOTE FUND | $ 656,692 | $ - | $ 50,649 | $ - | $ 707,341 |
| 213 2025 TURNBULL FUND | $ - | $ - | $ 418,000 | $ - | $ 418,000 |
| 301 TURNBULL CREEK CAPITAL PROJECT FUND | $ 6,493,600 | $ - | $ (6,480,256) | $ 10,898 | $ 24,242 |
| 302 CAPITAL PROJECTS FUND | $ 16,239,961 | $ (5,070,961) | $ - | $ 14,945,608 | $ 26,114,608 |
| 303 GENERAL OBLIGATION BOND CAPITAL PROJECT FUND | $ 1,124,683 | $ - | $ 93,217 | $ (22,000) | $ 1,195,900 |
| 304 AIRPORT CAPITAL FUND | $ 6,290,000 | $ - | $ - | $ 334,132 | $ 6,624,132 |
| 305 POLICE IMPACT FEE CAPITAL PROJECT FUND | $ 1,776,451 | $ - | $ - | $ 76,110 | $ 1,852,561 |
| 306 FIRE IMPACT FEE CAPITAL PROJECT FUND | $ 1,481,301 | $ - | $ - | $ 34,785 | $ 1,516,086 |
| 307 RECREATION IMPACT FEE CAPITAL PROJECT FUND | $ 2,356,552 | $ - | $ - | $ 704,210 | $ 3,060,762 |
| 309 TRANSPORTATION IMPACT FEE CAPITAL PROJECT FUND | $ 6,773,135 | $ - | $ - | $ 255,459 | $ 7,028,594 |
| 311 STORMWATER CAPITAL PROJECT FUND | $ 14,406,600 | $ - | $ - | $ (4,550,460) | $ 9,856,140 |
| 312 EQUIPMENT CAPITAL FUND | $ - | $ 5,070,961 | $ - | $ 286,063 | $ 5,357,024 |
| 313 TURNBULL GO BOND CAPITAL PROJECT FUND | $ - | $ - | $ 6,000,000 | $ (400,000) | $ 5,600,000 |
| 405 SANITATION FUND | $ 12,942,967 | $ - | $ - | $ 1,352,303 | $ 14,295,270 |
| 408 CITY MARINA FUND | $ 484,610 | $ - | $ - | $ (28,588) | $ 456,022 |
| 501 FLEET MANAGEMENT FUND | $ 1,963,540 | $ - | $ - | $ 103,494 | $ 2,067,034 |
| **TOTAL ALL FUNDS** | **$ 199,507,823** | **$ -** | **$ 1,955,562** | **$ 25,354,353** | **$ 226,817,738** |

**Exhibit "A" CONTINUED**

**STAFF RECOMMENDED ADJUSTMENTS**

| FUND | ORG | OBJ | PROJECT | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| **TOTAL 001 GENERAL FUND** | | | | | | | | | |
| 001 | 00130000 | 369350 | 25OPI | FY25 OPIOID ABATEMENT PROGRAM | OPIOID SETTLEMENT | - | (27,085) | (27,085) | CARRY FORWARD 2025 AVAIL BUDGET - OPIOID SETTLEMENT |
| 001 | 00130000 | 331201 | IG087 | FY26 IMMIGRATION GRANT PROGRAM | FDLE GRANT | - | (28,844) | (28,844) | IMMIGRATION GRANT - POLICE |
| 001 | 00130000 | 389101 | | | APPROPRIATED FUND EQUITY | 23,282,170 | (6,097,830) | 17,184,340 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL REVENUES** | (6,153,759) | | |
| 001 | 00152101 | 540005 | 25OPI | FY25 OPIOID ABATEMENT PROGRAM | TRAVEL | - | 1,762 | 1,762 | CARRY FORWARD 2025 AVAIL BUDGET - OPIOID SETTLEMENT |
| 001 | 00152101 | 552051 | 25OPI | FY25 OPIOID ABATEMENT PROGRAM | SMALL MACHINE/EQUIPMENT | - | 1,765 | 1,765 | CARRY FORWARD 2025 AVAIL BUDGET - OPIOID SETTLEMENT |
| 001 | 00152101 | 554004 | 25OPI | FY25 OPIOID ABATEMENT PROGRAM | SEMINAR/CONF REGISTRATION | - | 800 | 800 | CARRY FORWARD 2025 AVAIL BUDGET - OPIOID SETTLEMENT |
| 001 | 00152101 | 554006 | 25OPI | FY25 OPIOID ABATEMENT PROGRAM | TRAINING | - | 191 | 191 | CARRY FORWARD 2025 AVAIL BUDGET - OPIOID SETTLEMENT |
| 001 | 00152201 | 564204 | 25OPI | FY25 OPIOID ABATEMENT PROGRAM | CAPITAL- MACHINERY & EQUIPMENT | - | 22,567 | 22,567 | CARRY FORWARD 2025 AVAIL BUDGET - OPIOID SETTLEMENT |
| 001 | 00152201 | 552004 | | | UNIFORMS | 177,250 | 36,736 | 213,986 | FIRE PPE CARRY FORWARD FUNDS PO 250304 |
| 001 | 00158101 | 500302 | | | TRANSFER TO CAPITAL PROJECTS F | 4,719,000 | 2,195 | 4,721,195 | 26EOP (EOC POWER SUPPLY) |
| 001 | 00158101 | 500312 | | | TRANSFER TO CAPITAL EQUIPMENT | 4,373,561 | 22,820 | 4,396,381 | 26FD2 (2 ICEMAKERS) |
| 001 | 00158101 | 500312 | | | TRANSFER TO CAPITAL EQUIPMENT | 4,396,381 | 2,600 | 4,398,981 | CASCADE TRAILER - ADDING SBCA BOTTLE FILLERS TO TRAILER |
| 001 | 00152101 | 540005 | IG087 | FY26 IMMIGRATION GRANT PROGRAM | TRAVEL | - | 28,844 | 28,844 | IMMIGRATION GRANT - POLICE |
| 001 | 00158101 | 500312 | | | TRANSFER TO CAPITAL EQUIPMENT | 4,460,099 | 89,172 | 4,549,271 | CARRY FORWARD 25SC6 REEL MOWER |
| 001 | 00152101 | 512001 | | | REGULAR SALARY | 5,853,456 | 90,589 | 5,944,045 | MOVE TWO COMMUNITY SERVICE OFFICERS TO POLICE DEPT FY |
| 001 | 00152101 | 521001 | | | FICA | 550,970 | 6,997 | 557,967 | MOVE TWO COMMUNITY SERVICE OFFICERS TO POLICE DEPT FY |
| 001 | 00152101 | 522003 | | | DC PLAN | 109,740 | 9,147 | 118,887 | MOVE TWO COMMUNITY SERVICE OFFICERS TO POLICE DEPT FY |
| 001 | 00152101 | 523002 | | | FLORIDA HEALTH CARE | 994,377 | 24,293 | 1,018,670 | MOVE TWO COMMUNITY SERVICE OFFICERS TO POLICE DEPT FY |
| 001 | 00152101 | 523008 | | | MET LIFE DENTAL | 41,200 | 885 | 42,085 | MOVE TWO COMMUNITY SERVICE OFFICERS TO POLICE DEPT FY |
| 001 | 00152101 | 523009 | | | MUTUAL OF OMAHA | 73,450 | 683 | 74,133 | MOVE TWO COMMUNITY SERVICE OFFICERS TO POLICE DEPT FY |
| 001 | 00159100 | 599015 | | | UNASSIGNED RESERVES | 1,129,181 | 5,811,713 | 6,940,894 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL EXPENDITURES** | 6,153,759 | | |
| **TOTAL 003 BRANNON CENTER FUND** | | | | | | | | | |
| 003 | 00330000 | 364402 | | | INSURANCE PROCEEDS/LOSS:FIXED | - | (19,799) | (19,799) | FMIT INSURANCE PAYMENT FOR BRANNON WATER INTRUSION |
| | | | | | | **TOTAL REVENUES** | (19,799) | | |
| 003 | 00357207 | 546201 | | | REPAIR & MAINTENANCE BUILDINGS | 60,000 | 19,799 | 79,799 | BRANNON EMERGENCY WATER MITIGATION |
| | | | | | | **TOTAL EXPENDITURES** | 19,799 | | |
| **TOTAL 101 STORMWATER FUND** | | | | | | | | | |
| 101 | 10130000 | 381130 | 25PIP | FY25 PIPELINING ARPA | TRANSFER FROM ARPA FUND | - | (151,669) | (151,669) | TRANSFER ARPA FUNDS FOR PIPELINING |
| 101 | 10130000 | 389101 | | | APPROPRIATED FUND EQUITY | (4,700,000) | (2,711,594) | (7,411,594) | TRANSFER ARPA FUNDS FOR PIPELINING |
| | | | | | | **TOTAL REVENUES** | (2,863,263) | | |
| 101 | 10153801 | 563202 | 25PIP | FY25 PIPELINING ARPA | CAPITAL- INFRASTRUCTURE | - | 151,669 | 151,669 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 101 | 10159100 | 599015 | | | UNASSIGNED RESERVES | 88,191 | 2,711,594 | 2,799,785 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL EXPENDITURES** | 2,863,263 | | |
| **TOTAL 103 LAW ENFORCEMENT TRUST FUND** | | | | | | | | | |
| 103 | 10330000 | 359201 | | | FORFEITED PROPERTY | - | (11,948) | (11,948) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 103 | 10330000 | 389101 | | | APPROPRIATED FUND EQUITY | (229,000) | (5,454) | (234,454) | INCREASE APPROPRIATED FUND EQUITY |
| 103 | 10330000 | 361101 | | | INTEREST EARNINGS | (8,015) | 3,015 | (5,000) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL REVENUES** | (14,387) | | |
| 103 | 10352101 | 553098 | | | OPERATING CONTINGENCY | 8,015 | (8,015) | - | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 103 | 10359100 | 599015 | | | UNASSIGNED RESERVES | 229,000 | 22,402 | 251,402 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL EXPENDITURES** | 14,387 | | |
| **TOTAL 104 AIRPORT FUND** | | | | | | | | | |
| 104 | 10430000 | 389101 | 26UDD | FY26 404 UNITED DRIVE DEMOLITION | FUNDS CARRIED FORWARD | - | (311,143) | (311,143) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 104 | 10430000 | 389101 | | | APPROPRIATED FUND EQUITY | (1,343,785) | 160,486 | (1,183,299) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL REVENUES** | (150,657) | | |

**Exhibit "A" CONTINUED**

**STAFF RECOMMENDED ADJUSTMENTS**

| FUND | ORG | OBJ | PROJECT | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 104 | 10458101 | 500304 | | | TRANSFER TO AIRPORT CAPITAL | 765,500 | 157,706 | 923,206 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 104 | 10459100 | 599015 | | | UNASSIGNED RESERVES | 253,558 | (7,049) | 246,509 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL EXPENDITURES** | 150,657 | | |
| **TOTAL 105 POLICE IMPACT FEE FUND** | | | | | | | | | |
| 105 | 10530000 | 389101 | | | APPROPRIATED FUND EQUITY | (1,275,333) | (76,110) | (1,351,443) | INCREASE APPROPRIATED FUND EQUITY AND TRANSFER OUT TO CLOSE FUND |
| | | | | | | **TOTAL REVENUES** | (76,110) | | |
| 105 | 10558101 | 500305 | | | TSF TO PD IMPACT CAPITAL | 1,275,333 | 76,110 | 1,351,443 | INCREASE APPROPRIATED FUND EQUITY AND TRANSFER OUT TO CLOSE FUND |
| | | | | | | **TOTAL EXPENDITURES** | 76,110 | | |
| **TOTAL 106 FIRE IMPACT FEE FUND** | | | | | | | | | |
| 106 | 10630000 | 389101 | | | APPROPRIATED FUND EQUITY | (1,233,745) | (34,785) | (1,268,530) | INCREASE APPROPRIATED FUND EQUITY AND TRANSFER OUT TO CLOSE FUND |
| | | | | | | **TOTAL REVENUES** | (34,785) | | |
| 106 | 10658101 | 500306 | | | TSF TO FD IMPACT CAPITAL | 1,233,745 | 34,785 | 1,268,530 | INCREASE APPROPRIATED FUND EQUITY AND TRANSFER OUT TO CLOSE FUND |
| | | | | | | **TOTAL EXPENDITURES** | 34,785 | | |
| **TOTAL 107 RECREATION IMPACT FEE FUND** | | | | | | | | | |
| 107 | 10730000 | 389101 | | | APPROPRIATED FUND EQUITY | (1,781,022) | (704,210) | (2,485,232) | INCREASE APPROPRIATED FUND EQUITY AND TRANSFER OUT TO CLOSE FUND |
| | | | | | | **TOTAL REVENUES** | (704,210) | | |
| 107 | 10758101 | 500307 | | | TSF TO PARK IMPACT CAPITAL | 1,781,022 | 704,210 | 2,485,232 | INCREASE APPROPRIATED FUND EQUITY AND TRANSFER OUT TO CLOSE FUND |
| | | | | | | **TOTAL EXPENDITURES** | 704,210 | | |
| **TOTAL 109 TRANSPORTATION IMPACT FEE FUND** | | | | | | | | | |
| 109 | 10930000 | 389101 | | | APPROPRIATED FUND EQUITY | (6,061,000) | (255,459) | (6,316,459) | INCREASE APPROPRIATED FUND EQUITY AND TRANSFER OUT TO CLOSE FUND |
| | | | | | | **TOTAL REVENUES** | (255,459) | | |
| 109 | 10958101 | 500309 | | | TRANSFER TO ROAD IMPACT CAPITA | 6,061,000 | 255,459 | 6,316,459 | INCREASE APPROPRIATED FUND EQUITY AND TRANSFER OUT TO CLOSE FUND |
| | | | | | | **TOTAL EXPENDITURES** | 255,459 | | |
| **TOTAL 114 TREE FUND** | | | | | | | | | |
| 114 | 11430000 | 329451 | | | OTHER FEES - TREE MITIGATION | - | (460,146) | (460,146) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 114 | 11430000 | 361101 | | | INTEREST EARNINGS | - | (3,000) | (3,000) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL REVENUES** | (463,146) | | |
| 114 | 11459100 | 599015 | | | UNASSIGNED RESERVES | 120,304 | 463,146 | 583,450 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL EXPENDITURES** | 463,146 | | |
| **TOTAL 115 PARKING FUND** | | | | | | | | | |
| 115 | 11530000 | 344500 | | | PARKING PERMIT REVENUE | (20,000) | (2,700) | (22,700) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 115 | 11530000 | 344501 | | | PARKING LOTS | (1,180,000) | (245,400) | (1,425,400) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 115 | 11530000 | 344502 | | | BOAT RAMP REVENUE | (260,320) | 134,760 | (125,560) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 115 | 11530000 | 361101 | | | INTEREST EARNINGS | - | (89,000) | (89,000) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 115 | 11530000 | 389101 | | | APPROPRIATED FUND EQUITY | (4,000,000) | (648,304) | (4,648,304) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL REVENUES** | (850,644) | | |
| 115 | 11554501 | 512001 | | | REGULAR SALARY | 407,027 | (90,589) | 316,438 | MOVE TWO COMMUNITY SERVICE OFFICERS TO POLICE DEPT FY |
| 115 | 11554501 | 521001 | | | FICA | 41,591 | (6,997) | 34,594 | MOVE TWO COMMUNITY SERVICE OFFICERS TO POLICE DEPT FY |
| 115 | 11554501 | 522003 | | | DC PLAN | 45,190 | (9,147) | 36,043 | MOVE TWO COMMUNITY SERVICE OFFICERS TO POLICE DEPT FY |
| 115 | 11554501 | 523002 | | | FLORIDA HEALTH CARE | 96,117 | (24,293) | 71,824 | MOVE TWO COMMUNITY SERVICE OFFICERS TO POLICE DEPT FY |
| 115 | 11554501 | 523008 | | | MET LIFE DENTAL | 3,441 | (885) | 2,556 | MOVE TWO COMMUNITY SERVICE OFFICERS TO POLICE DEPT FY |
| 115 | 11554501 | 523009 | | | MUTUAL OF OMAHA | 4,154 | (683) | 3,471 | MOVE TWO COMMUNITY SERVICE OFFICERS TO POLICE DEPT FY |
| 115 | 11559100 | 599015 | | | UNASSIGNED RESERVES | 3,793,055 | 983,238 | 4,776,293 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL EXPENDITURES** | 850,644 | | |

**Exhibit "A" CONTINUED**

**STAFF RECOMMENDED ADJUSTMENTS**

| FUND | ORG | OBJ | PROJECT | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| **TOTAL 116 OPIOID FUND** | | | | | | | | | |
| 116 | 11630000 | 361101 | | | INTEREST EARNINGS | - | (100) | (100) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 116 | 11630000 | 369350 | | | OPIOID SETTLEMENT | (35,246) | (7,623) | (42,869) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL REVENUES** | (7,723) | | |
| 116 | 11659100 | 599015 | | | UNASSIGNED RESERVES | 128,400 | 7,723 | 136,123 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL EXPENDITURES** | 7,723 | | |
| **TOTAL 130 ARPA FUND** | | | | | | | | | |
| 130 | 13030000 | 361101 | | | INTEREST EARNINGS | - | (6,000) | (6,000) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 130 | 13030000 | 389101 | | | APPROPRIATED FUND EQUITY | - | (652,397) | (652,397) | INCREASE APPROPRIATED FUND EQUITY |
| | | | | | | **TOTAL REVENUES** | (658,397) | | |
| 130 | 13058101 | 500101 | | | TRANSFER TO STORMWATER | - | 151,669 | 151,669 | TRANSFER ARPA FUNDS FOR PIPELINING |
| 130 | 13054101 | 563203 | 24D14 | FY24 DREDGING & CANAL IMPROVEMENTS | CAPITAL- INFRASTRUCTURE | - | 506,728 | 506,728 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL EXPENDITURES** | 658,397 | | |
| **TOTAL 301 TURNBULL CREEK CAPITAL PROJECT FUND** | | | | | | | | | |
| 301 | 30130000 | 361101 | | | INTEREST EARNINGS | (2,000) | 700 | (1,300) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 301 | 30130000 | 389101 | | | APPROPRIATED FUND EQUITY | (11,344) | (11,598) | (22,942) | INCREASE APPROPRIATED FUND EQUITY |
| | | | | | | **TOTAL REVENUES** | (10,898) | | |
| 301 | 30151901 | 531090 | 19TBP | 2019 TURBULL BAY PRESERVATION PROJE | APPRAISALS | - | 24,242 | 24,242 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 301 | 30151901 | 561202 | 26TLP | FY26 TURNBULL LAND | CAPITAL - LAND | 13,344 | (13,344) | - | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL EXPENDITURES** | 10,898 | | |
| **TOTAL 302 CAPITAL PROJECTS FUND** | | | | | | | | | |
| 302 | 30230000 | 331502 | 22BRA | FY22 27TH AVE ADA BEACH RAMP | FEMA GRANTS | - | (590,530) | (590,530) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 331502 | 24BCP | FY24 BRANNON CENTER PIER | FEMA GRANTS | - | (44,378) | (44,378) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 331505 | 20AOB | 2020 AOB SITE/NORTH CAUSEWAY BOAT | FIND GRANT | - | (560,000) | (560,000) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 331505 | 23AOB | FY23 PHASE II AOB SITE | FIND GRANT | - | (134,535) | (134,535) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 331505 | 26NWZ | FY26 NO WAKE ZONE SIGN | FIND GRANT | - | (20,000) | (20,000) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 331511 | 25MDP | FY25 PAVILLION PETTIS | COMMUNITY DEVELOPMT BLOCK GRNT | - | (91,332) | (91,332) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 331511 | 25PSS | FY25 PETTIS SHADE STRUCTURE | COMMUNITY DEVELOPMT BLOCK GRNT | - | (120,000) | (120,000) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 334491 | 21WTS | 2021 WASHINGTON STREET REDESIGN | FDOT - LOCAL TRANSPORT PROJECT | - | (1,024,855) | (1,024,855) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 337703 | | | GRANT FUNDING | (1,000,000) | 1,000,000 | - | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 337703 | 24D14 | FY24 DREDGING & CANAL IMPROVEMENTS | GRANT FUNDING | - | (3,147,998) | (3,147,998) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 337704 | | FY26 BABE JAMES SPLASH PAD SHADE | VOLUSIA ECHO GRANT | (50,000) | 50,000 | - | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 337704 | 26BJS | FY26 BABE JAMES SPLASH PAD SHADE | ECHO GRANT | - | (50,000) | (50,000) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 361101 | | | INTEREST EARNINGS | - | (200,000) | (200,000) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 366920 | 21WTS | 2021 WASHINGTON STREET REDESIGN | CONTRIBUTION FROM UC | - | (2,000,000) | (2,000,000) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 366920 | 26NWZ | FY26 NO WAKE ZONE SIGN | CONTRIBUTION | - | (20,000) | (20,000) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 381001 | | | TRANSFER FROM GENERAL FUND | (17,000) | (2,195) | (19,195) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 381001 | | | TRANSFER FROM GENERAL FUND | (19,195) | (26,173) | (45,368) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 384101 | 21WTS | 2021 WASHINGTON STREET REDESIGN | LOAN PROCEEDS | - | (2,440,629) | (2,440,629) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | | | APPROPRIATED FUND EQUITY | (5,000,000) | 5,000,000 | - | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | | | APPROPRIATED FUND EQUITY | - | (100,000) | (100,000) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | | | APPROPRIATED FUND EQUITY | (100,000) | (96,259) | (196,259) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | | | APPROPRIATED FUND EQUITY | (196,259) | (449,540) | (645,799) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 26FD4 | FY26 ADDITIONAL PARTS NEEDED | APPROPRIATED FUND EQUITY | - | (90,000) | (90,000) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 23BBS | FY23 BROADBAND CYBER SECURITY | APPROPRIATED FUND EQUITY | - | (303,128) | (303,128) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 20AOB | 2020 AOB SITE/NORTH CAUSEWAY BOAT | APPROPRIATED FUND EQUITY | - | (940,433) | (940,433) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 20CBP | 2020 CORBIN PARK | APPROPRIATED FUND EQUITY | - | (11,152) | (11,152) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 20CBP | 2020 CORBIN PARK | APPROPRIATED FUND EQUITY | - | (61,618) | (61,618) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 20HIW | 2020 HISTORIC WESTSIDE STRMWTR IMPR | APPROPRIATED FUND EQUITY | - | (7,950) | (7,950) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 20HIW | 2020 HISTORIC WESTSIDE STRMWTR IMPR | APPROPRIATED FUND EQUITY | - | (126,640) | (126,640) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 21WTS | 2021 WASHINGTON STREET REDESIGN | APPROPRIATED FUND EQUITY | - | (2,946,158) | (2,946,158) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 21WTS | 2021 WASHINGTON STREET REDESIGN | APPROPRIATED FUND EQUITY | - | (1,188,358) | (1,188,358) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 22BAR | FY 22 BARRACUDA BLVD ROADWAY | APPROPRIATED FUND EQUITY | - | (319,841) | (319,841) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |

**Exhibit "A" CONTINUED**

**STAFF RECOMMENDED ADJUSTMENTS**

| FUND | ORG | OBJ | PROJECT | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 302 | 30230000 | 389101 | 22BRA | FY22 27TH AVE ADA BEACH RAMP | APPROPRIATED FUND EQUITY | - | (337,002) | (337,002) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 23AOB | FY23 PHASE II AOB SITE | APPROPRIATED FUND EQUITY | - | (189,408) | (189,408) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 25TSS | FY25 TRAFFIC SIGNAL SR44/CORBIN | APPROPRIATED FUND EQUITY | - | (47,500) | (47,500) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 25SSF | FY25 FIRE STORAGE | APPROPRIATED FUND EQUITY | - | (25,000) | (25,000) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 25PHU | FY25 PUMP HOUSE UPGRADE GOLF | APPROPRIATED FUND EQUITY | - | (300,000) | (300,000) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 25PLG | FY25 27TH AVE PLAYRGROUND | APPROPRIATED FUND EQUITY | - | (1,611) | (1,611) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 23CSI | FY23 CANAL STREET IMPROVEMENTS | APPROPRIATED FUND EQUITY | - | (64,432) | (64,432) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 23FAI | FY23 FLAGLER STREET IMPROVEMENTS | APPROPRIATED FUND EQUITY | - | (37,496) | (37,496) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 23PIB | FY23 PICKLE BALL COURT AT PAIGE PAR | APPROPRIATED FUND EQUITY | - | (305,220) | (305,220) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 24SOL | FY24 SOLAR PANELS | APPROPRIATED FUND EQUITY | - | (2,643) | (2,643) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 23SPU | FY23 STRMWTR MASTER PLAN UPDATE | APPROPRIATED FUND EQUITY | - | (300,680) | (300,680) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 24AGS | FY24 AQUA GOLF SEPTIC TO SEWER | APPROPRIATED FUND EQUITY | - | (250,486) | (250,486) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 24BCP | FY24 BRANNON CENTER PIER | APPROPRIATED FUND EQUITY | - | (505,865) | (505,865) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 24D14 | FY24 DREDGING & CANAL IMPROVEMENTS | APPROPRIATED FUND EQUITY | - | (119,500) | (119,500) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 24FLP | FY24 LIGHTS FLAGLER AVE | APPROPRIATED FUND EQUITY | - | (508,675) | (508,675) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 25BRP | FY25 BATHROOM DOORS | APPROPRIATED FUND EQUITY | - | (20,600) | (20,600) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 25CCI | FY25 CORONADO CENTER IMPROVEMENT | APPROPRIATED FUND EQUITY | - | (29,284) | (29,284) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 25EPW | FY25 ESTHER PARK WALKOVER | APPROPRIATED FUND EQUITY | - | (85,650) | (85,650) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 25SSD | FY25 SHADE SAIL | APPROPRIATED FUND EQUITY | - | (58,887) | (58,887) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 26PWD | FY26 PUBLIC WORKS DOOR | APPROPRIATED FUND EQUITY | - | (26,173) | (26,173) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 26SMO | FY26 STREETS MOBILE OFFICE | APPROPRIATED FUND EQUITY | - | (83,551) | (83,551) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | RSURF | ROAD RESURFACING | APPROPRIATED FUND EQUITY | - | (370,702) | (370,702) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | CWDPR | CITYWIDE DOCKS PIERS REPAIRS | APPROPRIATED FUND EQUITY | - | (206,402) | (206,402) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | TMERP | TYLER MUNIS ERP | APPROPRIATED FUND EQUITY | - | (5,139) | (5,139) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL REVENUES** | (14,945,608) | | |
| 302 | 30258101 | 500311 | | | TRANSFER TO STORMWATER CAPITAL | - | 449,540 | 449,540 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30258101 | 500312 | 26FD4 | FY26 ADDITIONAL PARTS NEEDED | TRANSFER TO CAPITAL EQUIPMENT | - | 90,000 | 90,000 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 531099 | 20AOB | 2020 AOB SITE/NORTH CAUSEWAY BOAT | OTHER PROFESSIONAL SERVICE | - | 27,504 | 27,504 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30254101 | 531099 | 20CBP | 2020 CORBIN PARK | OTHER PROFESSIONAL SERVICE | - | 11,152 | 11,152 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30254101 | 531099 | 20HIW | 2020 HISTORIC WESTSIDE STRMWTR IMPR | OTHER PROFESSIONAL SERVICE | - | 7,950 | 7,950 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 531099 | 22BRA | FY22 27TH AVE ADA BEACH RAMP | OTHER PROFESSIONAL SERVICE | - | 22,272 | 22,272 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257201 | 531099 | 23PIB | FY23 PICKLE BALL COURT AT PAIGE PAR | OTHER PROFESSIONAL SERVICE | - | 3,301 | 3,301 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30254101 | 531099 | 24SOL | FY24 SOLAR PANELS | OTHER PROFESSIONAL SERVICE | - | 2,643 | 2,643 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30254101 | 531099 | 23SPU | FY23 STRMWTR MASTER PLAN UPDATE | OTHER PROFESSIONAL SERVICE | - | 300,680 | 300,680 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30253401 | 531099 | 24AGS | FY24 AQUA GOLF SEPTIC TO SEWER | OTHER PROFESSIONAL SERVICE | - | 250,486 | 250,486 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 531099 | 24BCP | FY24 BRANNON CENTER PIER | OTHER PROFESSIONAL SERVICE | - | 10,219 | 10,219 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30252201 | 546201 | | | REPAIR & MAINTAINANCE | - | 100,000 | 100,000 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30251901 | 546201 | 25TSS | FY25 TRAFFIC SIGNAL SR44/CORBIN | REPAIR & MAINTAINANCE | - | 47,500 | 47,500 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30251901 | 546201 | 25SSF | FY25 FIRE STORAGE | REPAIR & MAINTAINANCE | - | 25,000 | 25,000 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30251901 | 546201 | 25PLG | FY25 27TH AVE PLAYRGROUND | REPAIR & MAINTAINANCE | - | 1,611 | 1,611 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30251901 | 546201 | 23CSI | FY23 CANAL STREET IMPROVEMENTS | REPAIR & MAINTAINANCE | - | 64,432 | 64,432 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30251901 | 546201 | 23FAI | FY23 FLAGLER STREET IMPROVEMENTS | REPAIR & MAINTAINANCE | - | 31,496 | 31,496 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 546201 | 25BRP | FY25 BATHROOM DOORS | REPAIR & MAINTAINANCE | - | 20,600 | 20,600 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30254101 | 546431 | RSURF | ROAD RESURFACING | REPAIR & MAINTAINANCE | 2,000,000 | 370,702 | 2,370,702 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30251904 | 562202 | 26PWD | FY26 PUBLIC WORKS DOOR | CAPITAL- BUILDINGS | - | 26,173 | 26,173 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257201 | 562202 | 23PIB | FY23 PICKLE BALL COURT AT PAIGE PAR | CAPITAL- BUILDINGS | - | 155,550 | 155,550 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257201 | 562202 | 25CCI | FY25 CORONADO CENTER IMPROVEMENT | CAPITAL- BUILDINGS | - | 29,284 | 29,284 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 562202 | 25MDP | FY25 PAVILLION PETTIS | CAPITAL- BUILDINGS | - | 8,300 | 8,300 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30251904 | 562202 | 26PWD | FY26 PUBLIC WORKS DOOR | CAPITAL- BUILDINGS | - | 26,173 | 26,173 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30254101 | 562202 | 26SMO | FY26 STREETS MOBILE OFFICE | CAPITAL- BUILDINGS | 237,390 | 21,161 | 258,551 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30252201 | 563203 | 26EOP | FY26 EOC POWER SUPPLY | CAPITAL- INFRASTRUCTURE | 24,000 | 2,195 | 26,195 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30253801 | 563203 | 25PIP | FY25 PIPELINING ARPA | CAPITAL- INFRASTRUCTURE | - | 61,618 | 61,618 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30253801 | 563203 | 25PIP | FY25 PIPELINING ARPA | CAPITAL- INFRASTRUCTURE | 61,618 | 126,640 | 188,258 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30254101 | 563203 | 22BAR | FY 22 BARRACUDA BLVD ROADWAY | CAPITAL- INFRASTRUCTURE | - | 319,841 | 319,841 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 563203 | 22BRA | FY22 27TH AVE ADA BEACH RAMP | CAPITAL- INFRASTRUCTURE | - | 608,510 | 608,510 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 531099 | 23AOB | FY23 PHASE II AOB SITE | OTHER PROFESSIONAL SERVICE | - | 75,214 | | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 565010 | 23AOB | FY23 PHASE II AOB SITE | CAPITAL CONTINGENCY | - | 22,611 | | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 563203 | 23AOB | FY23 PHASE II AOB SITE | CAPITAL- INFRASTRUCTURE | - | 226,118 | 226,118 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30251901 | 563203 | 25PHU | FY25 PUMP HOUSE UPGRADE GOLF | CAPITAL- INFRASTRUCTURE | - | 300,000 | 300,000 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257201 | 563203 | 23PIB | FY23 PICKLE BALL COURT AT PAIGE PAR | CAPITAL- INFRASTRUCTURE | - | 146,369 | 146,369 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 563203 | 24BCP | FY24 BRANNON CENTER PIER | CAPITAL- INFRASTRUCTURE | - | 540,024 | 540,024 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |

**Exhibit "A" CONTINUED**

**STAFF RECOMMENDED ADJUSTMENTS**

| FUND | ORG | OBJ | PROJECT | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 302 | 30254101 | 546201 | 24D14 | FY24 DREDGING & CANAL IMPROVEMENTS | REPAIR & MAINTAINANCE | - | 585,900 | 585,900 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30254101 | 563203 | 24D14 | FY24 DREDGING & CANAL IMPROVEMENTS | CAPITAL- INFRASTRUCTURE | - | 2,681,598 | 2,681,598 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30254101 | 563203 | 24FLP | FY24 LIGHTS FLAGLER AVE | CAPITAL- INFRASTRUCTURE | - | 508,675 | 508,675 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 563203 | 25EPW | FY25 ESTHER PARK WALKOVER | CAPITAL- INFRASTRUCTURE | - | 85,650 | 85,650 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 563203 | 25PSS | FY25 PETTIS SHADE STRUCTURE | CAPITAL- INFRASTRUCTURE | - | 120,000 | 120,000 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 563203 | 25SSD | FY25 SHADE SAIL | CAPITAL- INFRASTRUCTURE | - | 58,887 | 58,887 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30254101 | 563203 | 26SBS | FY26 STORAGE BUILDING STREETS | CAPITAL- INFRASTRUCTURE | - | 45,390 | 45,390 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 564204 | 25MDP | FY25 PAVILLION PETTIS | CAPITAL- MACHINERY & EQUIPMENT | - | 83,032 | 83,032 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30251201 | 564204 | 26NWZ | FY26 NO WAKE ZONE SIGN | CAPITAL- MACHINERY & EQUIPMENT | - | 40,000 | 40,000 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 565010 | 20AOB | 2020 AOB SITE/NORTH CAUSEWAY BOAT | CAPITAL CONTINGENCY | - | 119,608 | 119,608 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 567001 | 22BRA | FY22 27TH AVE ADA BEACH RAMP | CONTINGENCY | - | 1,000 | 1,000 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 567001 | 22BRA | FY22 27TH AVE ADA BEACH RAMP | CONTINGENCY | 1,000 | 295,750 | 296,750 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30251901 | 567150 | 23FAI | FY23 FLAGLER STREET IMPROVEMENTS | WORKS OF ART / COLLECTIONS | - | 6,000 | 6,000 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257201 | 567201 | 21WTS | 2021 WASHINGTON STREET REDESIGN | CAPITAL OUTLAY | 6,000,000 | 3,600,000 | 9,600,000 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 567204 | 23BBS | FY23 BROADBAND CYBER SECURITY | MUNICIPAL CAPITAL PROJECTS | - | 303,128 | 303,128 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 567204 | 20AOB | 2020 AOB SITE/NORTH CAUSEWAY BOAT | MUNICIPAL CAPITAL PROJECTS | - | 1,353,321 | 1,353,321 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30251302 | 568001 | CWDPR | CITYWIDE DOCKS PIERS REPAIRS | CAPITAL - INTANGIBLE ASSET | - | 206,402 | 206,402 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30251302 | 568001 | TMERP | TYLER MUNIS ERP | CAPITAL - INTANGIBLE ASSET | - | 5,139 | 5,139 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30259100 | 599001 | | | UNASSIGNED RESERVES GF | - | 17,000 | 17,000 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30259100 | 599020 | | | UNASSIGNED RESERVES INT | - | 200,000 | 200,000 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30259100 | 599020 | | | UNASSIGNED RESERVES INT | 200,000 | 96,259 | 296,259 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL EXPENDITURES** | 14,945,608 | | |
| **TOTAL 303 GENERAL OBLIGATION BOND CAPITAL PROJECT FUND** | | | | | | | | | |
| 303 | 30330000 | 361101 | | | INTEREST EARNINGS | (38,031) | 22,000 | (16,031) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL REVENUES** | 22,000 | | |
| 303 | 30359100 | 599015 | | | UNASSIGNED RESERVES | 1,217,900 | (22,000) | 1,195,900 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL EXPENDITURES** | (22,000) | | |
| **TOTAL 304 AIRPORT CAPITAL FUND** | | | | | | | | | |
| 304 | 30430000 | 334407 | 21AFI | 2021 FUEL FARM IMPROVEMENTS | F.D.O.T. CAPITAL PROJECT FUNDI | - | (446,672) | (446,672) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30430000 | 381104 | 21AFI | 2021 FUEL FARM IMPROVEMENTS | TRANSFERS | - | (111,667) | (111,667) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30430000 | 334407 | 21ATI | 2021 AIRPORT TERMINAL APRON | F.D.O.T. CAPITAL PROJECT FUNDI | - | (9,920) | (9,920) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30430000 | 381104 | 21ATI | 2021 AIRPORT TERMINAL APRON | TRANSFERS | - | (2,480) | (2,480) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30430000 | 334407 | 24RWY | FY24 RUNWAY 7-25 & 29 | F.D.O.T. CAPITAL PROJECT FUNDI | - | (24,122) | (24,122) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30430000 | 331404 | 24RWY | FY24 RUNWAY 7-25 & 29 | F.A.A. CAPITAL PROJECT FUND | - | (271,372) | (271,372) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30430000 | 381104 | 24RWY | FY24 RUNWAY 7-25 & 29 | TRANSFERS | - | (6,030) | (6,030) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30430000 | 334407 | 25ATE | FY25 AIR TRAFFIC EQUIPMENT UPGRADE | F.D.O.T. CAPITAL PROJECT FUNDI | - | (43,200) | (43,200) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30430000 | 381104 | 25ATE | FY25 AIR TRAFFIC EQUIPMENT UPGRADE | TRANSFERS | - | (10,800) | (10,800) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30430000 | 334407 | 25ATH | FY25 T HANGER DESIGN | F.D.O.T. CAPITAL PROJECT FUNDI | - | (24,640) | (24,640) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30430000 | 331404 | 26AMP | FY26 AIRPORT MASTER PLAN | F.A.A. CAPITAL PROJECT FUND | (617,500) | 617,500 | - | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30430000 | 334407 | 26AMP | FY26 AIRPORT MASTER PLAN | F.D.O.T. CAPITAL PROJECT FUNDI | (26,000) | 26,000 | - | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30430000 | 381104 | 26LCF | FY26 LARGE CEILING FANS | TRANSFERS | - | (27,069) | (27,069) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30430000 | 381104 | 26AMP | FY26 AIRPORT MASTER PLAN | TRANSFERS | (6,500) | 6,500 | - | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30430000 | 381104 | 25ATH | FY25 T HANGER DESIGN | TRANSFERS | - | (6,160) | (6,160) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL REVENUES** | (334,132) | | |
| 304 | 30454201 | 567207 | 21AFI | 2021 FUEL FARM IMPROVEMENTS | BUILDING IMPROVEMENTS | - | 558,339 | 558,339 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30454201 | 567207 | 21ATI | 2021 AIRPORT TERMINAL APRON | BUILDING IMPROVEMENTS | - | 12,400 | 12,400 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30454201 | 563203 | 24RWY | FY24 RUNWAY 7-25 & 29 | CAPITAL- INFRASTRUCTURE | - | 301,524 | 301,524 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30454201 | 531099 | 25ATE | FY25 AIR TRAFFIC EQUIPMENT UPGRADE | OTHER PROFESSIONAL SERVICE | - | 54,000 | 54,000 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30454201 | 531099 | 25ATH | FY25 T HANGER DESIGN | OTHER PROFESSIONAL SERVICE | - | 30,800 | 30,800 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30454201 | 531099 | 26AMP | FY26 AIRPORT MASTER PLAN | OTHER PROFESSIONAL SERVICE | 650,000 | (650,000) | - | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30454201 | 564204 | 26LCF | FY26 LARGE CEILING FANS | CAPITAL- MACHINERY & EQUIPMENT | - | 27,069 | 27,069 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL EXPENDITURES** | 334,132 | | |
| **TOTAL 305 POLICE IMPACT FEE CAPITAL PROJECT FUND** | | | | | | | | | |
| 305 | 30530000 | 381105 | | | TSF FROM POLICE IMPACT | (1,275,333) | (76,110) | (1,351,443) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL REVENUES** | (76,110) | | |

**Exhibit "A" CONTINUED**

**STAFF RECOMMENDED ADJUSTMENTS**

| FUND | ORG | OBJ | PROJECT | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 305 | 30559100 | 599015 | | | UNASSIGNED RESERVES | 959,164 | 76,110 | 1,035,274 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL EXPENDITURES** | 76,110 | | |
| **TOTAL 306 FIRE IMPACT FEE CAPITAL PROJECT FUND** | | | | | | | | | |
| 306 | 30630000 | 381106 | | | TSF FROM FIRE IMPACT FEES | (1,233,745) | (34,785) | (1,268,530) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL REVENUES** | (34,785) | | |
| 306 | 30659100 | 599015 | | | UNASSIGNED RESERVES | 906,376 | 34,785 | 941,161 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL EXPENDITURES** | 34,785 | | |
| **TOTAL 307 RECREATION IMPACT FEE CAPITAL PROJECT FUND** | | | | | | | | | |
| 307 | 30730000 | 381107 | | | TSF FROM REC IMPACT 107 | (1,781,022) | (704,210) | (2,485,232) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL REVENUES** | (704,210) | | |
| 307 | 30757201 | 563203 | 23PIB | FY23 PICKLE BALL COURT AT PAIGE PAR | CAPITAL- INFRASTRUCTURE | - | 614,166 | 614,166 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 307 | 30759100 | 599015 | | | UNASSIGNED RESERVES | 902,273 | 90,044 | 992,317 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL EXPENDITURES** | 704,210 | | |
| **TOTAL 309 TRANSPORTATION IMPACT FEE CAPITAL PROJECT FUND** | | | | | | | | | |
| 309 | 30930000 | 381109 | | | TSF IN FROM TRANSP IMPACT FEES | (6,061,000) | (255,459) | (6,316,459) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL REVENUES** | (255,459) | | |
| 309 | 30959100 | 599015 | | | UNASSIGNED RESERVES | 6,773,135 | 255,459 | 7,028,594 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL EXPENDITURES** | 255,459 | | |
| **TOTAL 311 STORMWATER CAPITAL PROJECT FUND** | | | | | | | | | |
| 311 | 31130000 | 331901 | | | OTHER FEDERAL GRANTS | (5,000,000) | 5,000,000 | - | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 311 | 31130000 | 381302 | | | TRANSFER FROM CAPITAL PROJECTS | - | (449,540) | (449,540) | TRANSFER FROM CAPITAL PROJECTS FUND 302 FOR SW PROJECTS |
| | | | | | | **TOTAL REVENUES** | 4,550,460 | | |
| 311 | 31153801 | 563203 | 20CBP | 2020 CORBIN PARK | CAPITAL- INFRASTRUCTURE | 8,300,000 | (5,848,780) | 2,451,220 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 311 | 31159100 | 599015 | | | UNASSIGNED RESERVES | - | 848,780 | 848,780 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 311 | 31159100 | 599015 | | | UNASSIGNED RESERVES | - | 449,540 | 449,540 | TRANSFER FROM CAPITAL PROJECTS FUND 302 FOR SW PROJECTS |
| | | | | | | **TOTAL EXPENDITURES** | (4,550,460) | | |
| **TOTAL 312 EQUIPMENT CAPITAL FUND** | | | | | | | | | |
| 312 | 31230000 | 381001 | | | TRANSFERS FUNDS FROM GENERAL | (4,370,961) | (22,820) | (4,393,781) | 26FD2 (2 ICEMAKERS) |
| 312 | 31230000 | 381001 | | | TRANSFERS FUNDS FROM GENERAL | (4,393,781) | (2,600) | (4,396,381) | CASCADE TRAILER - ADDING SBCA BOTTLE FILLERS TO TRAILER |
| 312 | 31230000 | 381001 | | | TRANSFERS FUNDS FROM GENERAL | (4,396,381) | (7,900) | (4,404,281) | XFR FROM GENERAL FUND - MINI SPLIT AC |
| 312 | 31230000 | 381001 | 26RDW | FY26 ROTO DECON WASHER FIRE | TRANSFERS FUNDS FROM GENERAL | (4,404,281) | (6,118) | (4,410,399) | FIRE GRANT - CITY MATCH |
| 312 | 31230000 | 334406 | 26RDW | FY26 ROTO DECON WASHER FIRE | FL DIV OF STATE FIRE MARSHALL | - | (19,853) | (19,853) | FIRE GRANT - AIR PACK DECON WASHER |
| 312 | 31230000 | 366916 | 26RDW | FY26 ROTO DECON WASHER FIRE | DONATIONS TO FIRE DEPARTMENT | - | (500) | (500) | FIRE GRANT - DONATION |
| 312 | 31230000 | 381001 | | | TRANSFERS FUNDS FROM GENERAL | (4,410,399) | (47,100) | (4,457,499) | THERMAL IMAGING CAMERAS - FIRE 26FD3 |
| 312 | 31230000 | 381001 | | | TRANSFERS FUNDS FROM GENERAL | (4,457,499) | (89,172) | (4,546,671) | CARRY FORWARD 25SC6 REEL MOWER |
| 312 | 31230000 | 381302 | | | TRANSFER FROM CAPITAL PROJECTS | - | (90,000) | (90,000) | ADDITIONAL FIRE EQUIPMENT |
| | | | | | | **TOTAL REVENUES** | (286,063) | | |
| 312 | 31252201 | 564204 | 26FD2 | FY26 (2) ICE MAKER FIRE | CAPITAL- MACHINERY & EQUIPMENT | - | 22,820 | 22,820 | 26FD2 (2 ICEMAKERS) |
| 312 | 31252201 | 564204 | 26RDW | FY26 ROTO DECON WASHER FIRE | CAPITAL- MACHINERY & EQUIPMENT | - | 26,471 | 26,471 | FIRE GRANT - AIR PACK DECON WASHER |
| 312 | 31252201 | 564717 | 26FD1 | FY26 FIRE TRAILER | CAPITAL- VEHICLES | 40,000 | 2,600 | 42,600 | 26FD1 CASCADE TRAILER - ADDING SBCA BOTTLE FILLERS TO TRAILER |
| 312 | 31257501 | 564204 | 26SC4 | FY26 A/C UNIT SPORTS COMPLEX | CAPITAL- MACHINERY & EQUIPMENT | - | 7,900 | 7,900 | SPORTS COMPLEX - MINI SPLIT AC FOR CONCESSION STAND |
| 312 | 31252201 | 564204 | 26FD3 | FY26 THERMAL IMAGING CAMERAS FIRE | CAPITAL- MACHINERY & EQUIPMENT | - | 47,100 | 47,100 | THERMAL IMAGING CAMERAS - FIRE 26FD3 |
| 312 | 31257501 | 564204 | 25SCG | FY25 REEL MOWER SPORTS | CAPITAL- MACHINERY & EQUIPMENT | - | 89,172 | 89,172 | CARRY FORWARD 25SC6 REEL MOWER |
| 312 | 31252201 | 564204 | 26FD4 | FY26 ADDITIONAL PARTS NEEDED | CAPITAL- MACHINERY & EQUIPMENT | - | 90,000 | 90,000 | ADDITIONAL FIRE EQUIPMENT |
| | | | | | | **TOTAL EXPENDITURES** | 286,063 | | |

**Exhibit "A" CONTINUED**

**STAFF RECOMMENDED ADJUSTMENTS**

| FUND | ORG | OBJ | PROJECT | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| **TOTAL 313 TURNBULL GO BOND CAPITAL PROJECT FUND** | | | | | | | | | |
| 313 | 31330000 | 361101 | | | INTEREST EARNINGS | (500,000) | 400,000 | (100,000) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL REVENUES** | 400,000 | | |
| 313 | 31353701 | 561202 | | | CAPITAL - LAND | 5,952,402 | (400,000) | 5,552,402 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL EXPENDITURES** | (400,000) | | |
| **TOTAL 405 SANITATION FUND** | | | | | | | | | |
| 405 | 40530000 | 343401 | | | SOLID WASTE/GARBAGE REVENUE | (10,225,623) | (340,000) | (10,565,623) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 405 | 40530000 | 343411 | | | SPECIAL GARBAGE BILLINGS | (41,500) | (11,000) | (52,500) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 405 | 40530000 | 343450 | | | SPECIAL PICK-UP | (7,500) | 6,718 | (782) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 405 | 40530000 | 359405 | | | FINES SOLID WASTE | - | (3,800) | (3,800) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 405 | 40530000 | 389101 | | | APPROPRIATED FUND EQUITY | (2,560,234) | (1,004,221) | (3,564,455) | INCREASE APPROPRIATED FUND EQUITY |
| | | | | | | **TOTAL REVENUES** | (1,352,303) | | |
| 405 | 40559100 | 599015 | | | UNASSIGNED RESERVES | 109,992 | 1,352,303 | 1,462,295 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL EXPENDITURES** | 1,352,303 | | |
| **TOTAL 408 MARINA FUND** | | | | | | | | | |
| 408 | 40830000 | 343502 | | | SEWER PUMP OUT FEE | - | (100) | (100) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 408 | 40830000 | 362203 | | | ANNUAL SLIP RENTALS | (284,868) | (11,000) | (295,868) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 408 | 40830000 | 362214 | | | MARINA YRLY RESIDENT-UTILITIES | (20,500) | 2,000 | (18,500) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 408 | 40830000 | 362215 | | | TRANSIENT SLIP RENTAL | (142,054) | 12,000 | (130,054) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 408 | 40830000 | 389101 | | | APPROPRIATED FUND EQUITY | (24,726) | 24,726 | - | DECREASE APPROPRIATED FUND EQUITY |
| 408 | 40830000 | 361101 | | | INTEREST EARNINGS | (1,662) | 962 | (700) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL REVENUES** | 28,588 | | |
| 408 | 40859100 | 599015 | | | UNASSIGNED RESERVES | 56,917 | (28,588) | 28,329 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL EXPENDITURES** | (28,588) | | |
| **TOTAL 501 FLEET MANAGEMENT FUND** | | | | | | | | | |
| 501 | 50130000 | 389101 | | | APPROPRIATED FUND EQUITY | - | (87,424) | (87,424) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 501 | 50130000 | 361101 | | | INTEREST EARNINGS | - | (2,770) | (2,770) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 501 | 50130000 | 399202 | | | REVENUE GAS/OIL MARKUP | - | (13,300) | (13,300) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL REVENUES** | (103,494) | | |
| 501 | 50151905 | 515006 | | | SHOE ALLOWANCE | 450 | 150 | 600 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 501 | 50151905 | 523002 | | | FLORIDA HEALTH CARE | 49,642 | 4,000 | 53,642 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 501 | 50151905 | 523008 | | | MET LIFE DENTAL | 1,769 | 300 | 2,069 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 501 | 50151905 | 523009 | | | MUTUAL OF OMAHA | 1,924 | 400 | 2,324 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 501 | 50151905 | 524001 | | | WC | 10,330 | 3,100 | 13,430 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 501 | 50151905 | 546001 | | | ANNUAL MAINT CONTRACT | - | 1,500 | 1,500 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 501 | 50151905 | 564204 | 25FL1 | FY25 2 POST LIFTS FLEET | CAPITAL- MACHINERY & EQUIPMENT | - | 31,800 | 31,800 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 501 | 50159300 | 599015 | | | UNASSIGNED RESERVES | 206,020 | 62,244 | 268,264 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL EXPENDITURES** | 103,494 | | |

**RESOLUTION NO. 08-26**

**A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH, AMENDING THE BUDGET FOR THE FISCAL YEAR 2025-2026 TO REVISE REVENUES, OPERATING EXPENDITURES, TRANSFERS, AND CAPITAL EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** Resolution No. 31-25, which adopted the budget for the City of New Smyrna Beach for the Fiscal Year 2025-2026, and was amended by Resolution No 41-25, and 03-26, is hereby amended in order to provide for adjustments in revenues and expenditures.

**SECTION 2.** That portion of Section 1 of Resolution No. 03-26 reflecting estimated revenues, operating expenditures, transfers, and capital expenditures is hereby amended by increasing or decreasing certain funds identified.

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

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

**APPROVED AS TO FORM AND CORRECTNESS:**

Carrie Avallone

**CARRIE AVALLONE**
**City Attorney**

**Dated:** 4/22/2026

Exhibit "A"

**ADOPTED BUDGET FISCAL YEAR 2025-2026**

| FUND | ADOPTED BUDGET RES 31-25 | RES 41-25 | RES 03-26 | RES 08-26 | TOTAL AMENDED BUDGET |
|---|---|---|---|---|---|
| 001 GENERAL FUND | $ 76,646,231 | $ - | $ 236,625 | $ 6,153,759 | $ 83,036,615 |
| 003 BRANNON CENTER FUND | $ 730,690 | $ - | $ - | $ 19,799 | $ 750,489 |
| 004 GOLF COURSE FUND | $ 1,989,506 | $ - | $ 544,599 | $ - | $ 2,534,105 |
| 101 STORMWATER FUND | $ 8,273,992 | $ - | $ - | $ 2,863,263 | $ 11,137,255 |
| 103 SPECIAL LAW ENFORCEMENT TRUST FUND | $ 237,015 | $ - | $ - | $ 14,387 | $ 251,402 |
| 104 AIRPORT FUND | $ 5,867,778 | $ - | $ - | $ 150,657 | $ 6,018,435 |
| 105 POLICE IMPACT FEE FUND | $ 1,275,333 | $ - | $ - | $ 76,110 | $ 1,351,443 |
| 106 FIRE IMPACT FEE FUND | $ 1,233,745 | $ - | $ - | $ 34,785 | $ 1,268,530 |
| 107 RECREATION IMPACT FEE FUND | $ 1,781,022 | $ - | $ - | $ 704,210 | $ 2,485,232 |
| 109 TRANSPORTATION IMPACT FEE FUND | $ 6,061,000 | $ - | $ - | $ 255,459 | $ 6,316,459 |
| 113 BUILDING AND INSPECTION FUND | $ 3,842,409 | $ - | $ - | $ - | $ 3,842,409 |
| 114 TREE FUND | $ 120,304 | $ - | $ 12,000 | $ 463,146 | $ 595,450 |
| 115 PARKING FUND | $ 5,460,320 | $ - | $ - | $ 850,644 | $ 6,310,964 |
| 116 OPIOID FUND | $ 128,400 | $ - | $ - | $ 7,723 | $ 136,123 |
| 125 COMMUNITY REDEVELOPMENT FUND | $ 10,209,070 | $ - | $ 1,007,667 | $ - | $ 11,216,737 |
| 130 ARPA FUND | $ - | $ - | $ - | $ 658,397 | $ 658,397 |
| 204 DEBT SERVICE FUND | $ 560,872 | $ - | $ 9,004 | $ - | $ 569,876 |
| 205 DEBT SERVICE FUND (SRF LOAN) | $ - | $ - | $ 103,341 | $ - | $ 103,341 |
| 206 DEBT SERVICE FUND (2021 NOTE) | $ 219,000 | $ - | $ 137,883 | $ - | $ 356,883 |
| 207 SRF DEBT SERVICE SINKING FUND | $ 19,999 | $ - | $ 119,117 | $ - | $ 139,116 |
| 208 DEBT SERVICE 2005 REV FUND | $ 469,321 | $ - | $ 24,891 | $ - | $ 494,212 |
| 209 DEBT SERVICE GO BOND 2005 (2014) & 2019 FUND | $ 1,391,724 | $ - | $ (321,175) | $ - | $ 1,070,549 |
| 210 2018 CAP IMP REVENUE NOTE FUND | $ 656,692 | $ - | $ 50,649 | $ - | $ 707,341 |
| 213 2025 TURNBULL FUND | $ - | $ - | $ 418,000 | $ - | $ 418,000 |
| 301 TURNBULL CREEK CAPITAL PROJECT FUND | $ 6,493,600 | $ - | $ (6,480,256) | $ 10,898 | $ 24,242 |
| 302 CAPITAL PROJECTS FUND | $ 16,239,961 | $ (5,070,961) | $ - | $ 14,945,608 | $ 26,114,608 |
| 303 GENERAL OBLIGATION BOND CAPITAL PROJECT FUND | $ 1,124,683 | $ - | $ 93,217 | $ (22,000) | $ 1,195,900 |
| 304 AIRPORT CAPITAL FUND | $ 6,290,000 | $ - | $ - | $ 334,132 | $ 6,624,132 |
| 305 POLICE IMPACT FEE CAPITAL PROJECT FUND | $ 1,776,451 | $ - | $ - | $ 76,110 | $ 1,852,561 |
| 306 FIRE IMPACT FEE CAPITAL PROJECT FUND | $ 1,481,301 | $ - | $ - | $ 34,785 | $ 1,516,086 |
| 307 RECREATION IMPACT FEE CAPITAL PROJECT FUND | $ 2,356,552 | $ - | $ - | $ 704,210 | $ 3,060,762 |
| 309 TRANSPORTATION IMPACT FEE CAPITAL PROJECT FUND | $ 6,773,135 | $ - | $ - | $ 255,459 | $ 7,028,594 |
| 311 STORMWATER CAPITAL PROJECT FUND | $ 14,406,600 | $ - | $ - | $ (4,550,460) | $ 9,856,140 |
| 312 EQUIPMENT CAPITAL FUND | $ - | $ 5,070,961 | $ - | $ 286,063 | $ 5,357,024 |
| 313 TURNBULL GO BOND CAPITAL PROJECT FUND | $ - | $ - | $ 6,000,000 | $ (400,000) | $ 5,600,000 |
| 405 SANITATION FUND | $ 12,942,967 | $ - | $ - | $ 1,352,303 | $ 14,295,270 |
| 408 CITY MARINA FUND | $ 484,610 | $ - | $ - | $ (28,588) | $ 456,022 |
| 501 FLEET MANAGEMENT FUND | $ 1,963,540 | $ - | $ - | $ 103,494 | $ 2,067,034 |
| **TOTAL ALL FUNDS** | **$ 199,507,823** | **$ -** | **$ 1,955,562** | **$ 25,354,353** | **$ 226,817,738** |

Exhibit "A" CONTINUED

STAFF RECOMMENDED ADJUSTMENTS

| FUND | ORG | OBJ | PROJECT | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| **TOTAL 001 GENERAL FUND** | | | | | | | | | |
| 001 | 00130000 | 369350 | 25OPI | FY25 OPIOID ABATEMENT PROGRAM | OPIOID SETTLEMENT | - | (27,085) | (27,085) | CARRY FORWARD 2025 AVAIL BUDGET - OPIOID SETTLEMENT |
| 001 | 00130000 | 331201 | IG087 | FY26 IMMIGRATION GRANT PROGRAM | FDLE GRANT | - | (28,844) | (28,844) | IMMIGRATION GRANT - POLICE |
| 001 | 00130000 | 389101 | | | APPROPRIATED FUND EQUITY | 23,282,170 | (6,097,830) | 17,184,340 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | **TOTAL REVENUES** | | (6,153,759) | | |
| 001 | 00152101 | 540005 | 25OPI | FY25 OPIOID ABATEMENT PROGRAM | TRAVEL | - | 1,762 | 1,762 | CARRY FORWARD 2025 AVAIL BUDGET - OPIOID SETTLEMENT |
| 001 | 00152101 | 552051 | 25OPI | FY25 OPIOID ABATEMENT PROGRAM | SMALL MACHINE/EQUIPMENT | - | 1,765 | 1,765 | CARRY FORWARD 2025 AVAIL BUDGET - OPIOID SETTLEMENT |
| 001 | 00152101 | 554004 | 25OPI | FY25 OPIOID ABATEMENT PROGRAM | SEMINAR/CONF REGISTRATION | - | 800 | 800 | CARRY FORWARD 2025 AVAIL BUDGET - OPIOID SETTLEMENT |
| 001 | 00152101 | 554006 | 25OPI | FY25 OPIOID ABATEMENT PROGRAM | TRAINING | - | 191 | 191 | CARRY FORWARD 2025 AVAIL BUDGET - OPIOID SETTLEMENT |
| 001 | 00152201 | 564204 | 25OPI | FY25 OPIOID ABATEMENT PROGRAM | CAPITAL- MACHINERY & EQUIPMENT | - | 22,567 | 22,567 | CARRY FORWARD 2025 AVAIL BUDGET - OPIOID SETTLEMENT |
| 001 | 00152201 | 552004 | | | UNIFORMS | 177,250 | 36,736 | 213,986 | FIRE PPE CARRY FORWARD FUNDS PO 250304 |
| 001 | 00158101 | 500302 | | | TRANSFER TO CAPITAL PROJECTS F | 4,719,000 | 2,195 | 4,721,195 | 26EOP (EOC POWER SUPPLY) |
| 001 | 00158101 | 500312 | | | TRANSFER TO CAPITAL EQUIPMENT | 4,373,561 | 22,820 | 4,396,381 | 26FD2 (2 ICEMAKERS) |
| 001 | 00158101 | 500312 | | | TRANSFER TO CAPITAL EQUIPMENT | 4,396,381 | 2,600 | 4,398,981 | CASCADE TRAILER - ADDING SBCA BOTTLE FILLERS TO TRAILER |
| 001 | 00152101 | 540005 | IG087 | FY26 IMMIGRATION GRANT PROGRAM | TRAVEL | - | 28,844 | 28,844 | IMMIGRATION GRANT - POLICE |
| 001 | 00158101 | 500312 | | | TRANSFER TO CAPITAL EQUIPMENT | 4,460,099 | 89,172 | 4,549,271 | CARRY FORWARD 25SC6 REEL MOWER |
| 001 | 00152101 | 512001 | | | REGULAR SALARY | 5,853,456 | 90,589 | 5,944,045 | MOVE TWO COMMUNITY SERVICE OFFICERS TO POLICE DEPT FY |
| 001 | 00152101 | 521001 | | | FICA | 550,970 | 6,997 | 557,967 | MOVE TWO COMMUNITY SERVICE OFFICERS TO POLICE DEPT FY |
| 001 | 00152101 | 522003 | | | DC PLAN | 109,740 | 9,147 | 118,887 | MOVE TWO COMMUNITY SERVICE OFFICERS TO POLICE DEPT FY |
| 001 | 00152101 | 523002 | | | FLORIDA HEALTH CARE | 994,377 | 24,293 | 1,018,670 | MOVE TWO COMMUNITY SERVICE OFFICERS TO POLICE DEPT FY |
| 001 | 00152101 | 523008 | | | MET LIFE DENTAL | 41,200 | 885 | 42,085 | MOVE TWO COMMUNITY SERVICE OFFICERS TO POLICE DEPT FY |
| 001 | 00152101 | 523009 | | | MUTUAL OF OMAHA | 73,450 | 683 | 74,133 | MOVE TWO COMMUNITY SERVICE OFFICERS TO POLICE DEPT FY |
| 001 | 00159100 | 599015 | | | UNASSIGNED RESERVES | 1,129,181 | 5,811,713 | 6,940,894 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | **TOTAL EXPENDITURES** | | 6,153,759 | | |
| **TOTAL 003 BRANNON CENTER FUND** | | | | | | | | | |
| 003 | 00330000 | 364402 | | | INSURANCE PROCEEDS/LOSS:FIXED | - | (19,799) | (19,799) | FMIT INSURANCE PAYMENT FOR BRANNON WATER INTRUSION |
| | | | | | **TOTAL REVENUES** | | (19,799) | | |
| 003 | 00357207 | 546201 | | | REPAIR & MAINTENANCE BUILDINGS | 60,000 | 19,799 | 79,799 | BRANNON EMERGENCY WATER MITIGATION |
| | | | | | **TOTAL EXPENDITURES** | | 19,799 | | |
| **TOTAL 101 STORMWATER FUND** | | | | | | | | | |
| 101 | 10130000 | 381130 | 25PIP | FY25 PIPELINING ARPA | TRANSFER FROM ARPA FUND | - | (151,669) | (151,669) | TRANSFER ARPA FUNDS FOR PIPELINING |
| 101 | 10130000 | 389101 | | | APPROPRIATED FUND EQUITY | (4,700,000) | (2,711,594) | (7,411,594) | TRANSFER ARPA FUNDS FOR PIPELINING |
| | | | | | **TOTAL REVENUES** | | (2,863,263) | | |
| 101 | 10153801 | 563202 | 25PIP | FY25 PIPELINING ARPA | CAPITAL- INFRASTRUCTURE | - | 151,669 | 151,669 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 101 | 10159100 | 599015 | | | UNASSIGNED RESERVES | 88,191 | 2,711,594 | 2,799,785 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | **TOTAL EXPENDITURES** | | 2,863,263 | | |
| **TOTAL 103 LAW ENFORCEMENT TRUST FUND** | | | | | | | | | |
| 103 | 10330000 | 359201 | | | FORFEITED PROPERTY | - | (11,948) | (11,948) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 103 | 10330000 | 389101 | | | APPROPRIATED FUND EQUITY | (229,000) | (5,454) | (234,454) | INCREASE APPROPRIATED FUND EQUITY |
| 103 | 10330000 | 361101 | | | INTEREST EARNINGS | (8,015) | 3,015 | (5,000) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | **TOTAL REVENUES** | | (14,387) | | |
| 103 | 10352101 | 553098 | | | OPERATING CONTINGENCY | 8,015 | (8,015) | - | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 103 | 10359100 | 599015 | | | UNASSIGNED RESERVES | 229,000 | 22,402 | 251,402 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | **TOTAL EXPENDITURES** | | 14,387 | | |
| **TOTAL 104 AIRPORT FUND** | | | | | | | | | |
| 104 | 10430000 | 389101 | 26UDD | FY26 404 UNITED DRIVE DEMOLITION | FUNDS CARRIED FORWARD | - | (311,143) | (311,143) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 104 | 10430000 | 389101 | | | APPROPRIATED FUND EQUITY | (1,343,785) | 160,486 | (1,183,299) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | **TOTAL REVENUES** | | (150,657) | | |

Exhibit "A" CONTINUED

STAFF RECOMMENDED ADJUSTMENTS

| FUND | ORG | OBJ | PROJECT | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 104 | 10458101 | 500304 | | | TRANSFER TO AIRPORT CAPITAL | 765,500 | 157,706 | 923,206 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 104 | 10459100 | 599015 | | | UNASSIGNED RESERVES | 253,558 | (7,049) | 246,509 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | TOTAL EXPENDITURES | 150,657 | | |
| **TOTAL 105 POLICE IMPACT FEE FUND** | | | | | | | | | |
| 105 | 10530000 | 389101 | | | APPROPRIATED FUND EQUITY | (1,275,333) | (76,110) | (1,351,443) | INCREASE APPROPRIATED FUND EQUITY AND TRANSFER OUT TO CLOSE FUND |
| | | | | | | TOTAL REVENUES | (76,110) | | |
| 105 | 10558101 | 500305 | | | TSF TO PD IMPACT CAPITAL | 1,275,333 | 76,110 | 1,351,443 | INCREASE APPROPRIATED FUND EQUITY AND TRANSFER OUT TO CLOSE FUND |
| | | | | | | TOTAL EXPENDITURES | 76,110 | | |
| **TOTAL 106 FIRE IMPACT FEE FUND** | | | | | | | | | |
| 106 | 10630000 | 389101 | | | APPROPRIATED FUND EQUITY | (1,233,745) | (34,785) | (1,268,530) | INCREASE APPROPRIATED FUND EQUITY AND TRANSFER OUT TO CLOSE FUND |
| | | | | | | TOTAL REVENUES | (34,785) | | |
| 106 | 10658101 | 500306 | | | TSF TO FD IMPACT CAPITAL | 1,233,745 | 34,785 | 1,268,530 | INCREASE APPROPRIATED FUND EQUITY AND TRANSFER OUT TO CLOSE FUND |
| | | | | | | TOTAL EXPENDITURES | 34,785 | | |
| **TOTAL 107 RECREATION IMPACT FEE FUND** | | | | | | | | | |
| 107 | 10730000 | 389101 | | | APPROPRIATED FUND EQUITY | (1,781,022) | (704,210) | (2,485,232) | INCREASE APPROPRIATED FUND EQUITY AND TRANSFER OUT TO CLOSE FUND |
| | | | | | | TOTAL REVENUES | (704,210) | | |
| 107 | 10758101 | 500307 | | | TSF TO PARK IMPACT CAPITAL | 1,781,022 | 704,210 | 2,485,232 | INCREASE APPROPRIATED FUND EQUITY AND TRANSFER OUT TO CLOSE FUND |
| | | | | | | TOTAL EXPENDITURES | 704,210 | | |
| **TOTAL 109 TRANSPORTATION IMPACT FEE FUND** | | | | | | | | | |
| 109 | 10930000 | 389101 | | | APPROPRIATED FUND EQUITY | (6,061,000) | (255,459) | (6,316,459) | INCREASE APPROPRIATED FUND EQUITY AND TRANSFER OUT TO CLOSE FUND |
| | | | | | | TOTAL REVENUES | (255,459) | | |
| 109 | 10958101 | 500309 | | | TRANSFER TO ROAD IMPACT CAPITA | 6,061,000 | 255,459 | 6,316,459 | INCREASE APPROPRIATED FUND EQUITY AND TRANSFER OUT TO CLOSE FUND |
| | | | | | | TOTAL EXPENDITURES | 255,459 | | |
| **TOTAL 114 TREE FUND** | | | | | | | | | |
| 114 | 11430000 | 329451 | | | OTHER FEES - TREE MITIGATION | - | (460,146) | (460,146) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 114 | 11430000 | 361101 | | | INTEREST EARNINGS | - | (3,000) | (3,000) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | TOTAL REVENUES | (463,146) | | |
| 114 | 11459100 | 599015 | | | UNASSIGNED RESERVES | 120,304 | 463,146 | 583,450 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | TOTAL EXPENDITURES | 463,146 | | |
| **TOTAL 115 PARKING FUND** | | | | | | | | | |
| 115 | 11530000 | 344500 | | | PARKING PERMIT REVENUE | (20,000) | (2,700) | (22,700) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 115 | 11530000 | 344501 | | | PARKING LOTS | (1,180,000) | (245,400) | (1,425,400) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 115 | 11530000 | 344502 | | | BOAT RAMP REVENUE | (260,320) | 134,760 | (125,560) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 115 | 11530000 | 361101 | | | INTEREST EARNINGS | - | (89,000) | (89,000) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 115 | 11530000 | 389101 | | | APPROPRIATED FUND EQUITY | (4,000,000) | (648,304) | (4,648,304) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | TOTAL REVENUES | (850,644) | | |
| 115 | 11554501 | 512001 | | | REGULAR SALARY | 407,027 | (90,589) | 316,438 | MOVE TWO COMMUNITY SERVICE OFFICERS TO POLICE DEPT FY |
| 115 | 11554501 | 521001 | | | FICA | 41,591 | (6,997) | 34,594 | MOVE TWO COMMUNITY SERVICE OFFICERS TO POLICE DEPT FY |
| 115 | 11554501 | 522003 | | | DC PLAN | 45,190 | (9,147) | 36,043 | MOVE TWO COMMUNITY SERVICE OFFICERS TO POLICE DEPT FY |
| 115 | 11554501 | 523002 | | | FLORIDA HEALTH CARE | 96,117 | (24,293) | 71,824 | MOVE TWO COMMUNITY SERVICE OFFICERS TO POLICE DEPT FY |
| 115 | 11554501 | 523008 | | | MET LIFE DENTAL | 3,441 | (885) | 2,556 | MOVE TWO COMMUNITY SERVICE OFFICERS TO POLICE DEPT FY |
| 115 | 11554501 | 523009 | | | MUTUAL OF OMAHA | 4,154 | (683) | 3,471 | MOVE TWO COMMUNITY SERVICE OFFICERS TO POLICE DEPT FY |
| 115 | 11559100 | 599015 | | | UNASSIGNED RESERVES | 3,793,055 | 983,238 | 4,776,293 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | TOTAL EXPENDITURES | 850,644 | | |

Exhibit "A" CONTINUED

STAFF RECOMMENDED ADJUSTMENTS

| FUND | ORG | OBJ | PROJECT | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| **TOTAL 116 OPIOID FUND** | | | | | | | | | |
| 116 | 11630000 | 361101 | | | INTEREST EARNINGS | - | (100) | (100) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 116 | 11630000 | 369350 | | | OPIOID SETTLEMENT | (35,246) | (7,623) | (42,869) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | TOTAL REVENUES | (7,723) | | |
| 116 | 11659100 | 599015 | | | UNASSIGNED RESERVES | 128,400 | 7,723 | 136,123 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | TOTAL EXPENDITURES | 7,723 | | |
| **TOTAL 130 ARPA FUND** | | | | | | | | | |
| 130 | 13030000 | 361101 | | | INTEREST EARNINGS | - | (6,000) | (6,000) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 130 | 13030000 | 389101 | | | APPROPRIATED FUND EQUITY | - | (652,397) | (652,397) | INCREASE APPROPRIATED FUND EQUITY |
| | | | | | | TOTAL REVENUES | (658,397) | | |
| 130 | 13058101 | 500101 | | | TRANSFER TO STORMWATER | - | 151,669 | 151,669 | TRANSFER ARPA FUNDS FOR PIPELINING |
| 130 | 13054101 | 563203 | 24D14 | FY24 DREDGING & CANAL IMPROVEMENTS | CAPITAL- INFRASTRUCTURE | - | 506,728 | 506,728 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | TOTAL EXPENDITURES | 658,397 | | |
| **TOTAL 301 TURNBULL CREEK CAPITAL PROJECT FUND** | | | | | | | | | |
| 301 | 30130000 | 361101 | | | INTEREST EARNINGS | (2,000) | 700 | (1,300) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 301 | 30130000 | 389101 | | | APPROPRIATED FUND EQUITY | (11,344) | (11,598) | (22,942) | INCREASE APPROPRIATED FUND EQUITY |
| | | | | | | TOTAL REVENUES | (10,898) | | |
| 301 | 30151901 | 531090 | 19TBP | 2019 TURBULL BAY PRESERVATION PROJE | APPRAISALS | - | 24,242 | 24,242 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 301 | 30151901 | 561202 | 26TLP | FY26 TURNBULL LAND | CAPITAL - LAND | 13,344 | (13,344) | - | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | TOTAL EXPENDITURES | 10,898 | | |
| **TOTAL 302 CAPITAL PROJECTS FUND** | | | | | | | | | |
| 302 | 30230000 | 331502 | 22BRA | FY22 27TH AVE ADA BEACH RAMP | FEMA GRANTS | - | (590,530) | (590,530) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 331502 | 24BCP | FY24 BRANNON CENTER PIER | FEMA GRANTS | - | (44,378) | (44,378) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 331505 | 20AOB | 2020 AOB SITE/NORTH CAUSEWAY BOAT | FIND GRANT | - | (560,000) | (560,000) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 331505 | 23AOB | FY23 PHASE II AOB SITE | FIND GRANT | - | (134,535) | (134,535) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 331505 | 26NWZ | FY26 NO WAKE ZONE SIGN | FIND GRANT | - | (20,000) | (20,000) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 331511 | 25MDP | FY25 PAVILLION PETTIS | COMMUNITY DEVELOPMT BLOCK GRNT | - | (91,332) | (91,332) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 331511 | 25PSS | FY25 PETTIS SHADE STRUCTURE | COMMUNITY DEVELOPMT BLOCK GRNT | - | (120,000) | (120,000) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 334491 | 21WTS | 2021 WASHINGTON STREET REDESIGN | FDOT - LOCAL TRANSPORT PROJECT | - | (1,024,855) | (1,024,855) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 337703 | | | GRANT FUNDING | (1,000,000) | 1,000,000 | - | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 337703 | 24D14 | FY24 DREDGING & CANAL IMPROVEMENTS | GRANT FUNDING | - | (3,147,998) | (3,147,998) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 337704 | | FY26 BABE JAMES SPLASH PAD SHADE | VOLUSIA ECHO GRANT | (50,000) | 50,000 | - | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 337704 | 26BJS | FY26 BABE JAMES SPLASH PAD SHADE | ECHO GRANT | - | (50,000) | (50,000) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 361101 | | | INTEREST EARNINGS | - | (200,000) | (200,000) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 366920 | 21WTS | 2021 WASHINGTON STREET REDESIGN | CONTRIBUTION FROM UC | - | (2,000,000) | (2,000,000) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 366920 | 26NWZ | FY26 NO WAKE ZONE SIGN | CONTRIBUTION | - | (20,000) | (20,000) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 381001 | | | TRANSFER FROM GENERAL FUND | (17,000) | (2,195) | (19,195) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 381001 | | | TRANSFER FROM GENERAL FUND | (19,195) | (26,173) | (45,368) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 384101 | 21WTS | 2021 WASHINGTON STREET REDESIGN | LOAN PROCEEDS | - | (2,440,629) | (2,440,629) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | | | APPROPRIATED FUND EQUITY | (5,000,000) | 5,000,000 | - | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | | | APPROPRIATED FUND EQUITY | - | (100,000) | (100,000) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | | | APPROPRIATED FUND EQUITY | (100,000) | (96,259) | (196,259) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | | | APPROPRIATED FUND EQUITY | (196,259) | (449,540) | (645,799) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 26FD4 | FY26 ADDITIONAL PARTS NEEDED | APPROPRIATED FUND EQUITY | - | (90,000) | (90,000) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 23BBS | FY23 BROADBAND CYBER SECURITY | APPROPRIATED FUND EQUITY | - | (303,128) | (303,128) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 20AOB | 2020 AOB SITE/NORTH CAUSEWAY BOAT | APPROPRIATED FUND EQUITY | - | (940,433) | (940,433) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 20CBP | 2020 CORBIN PARK | APPROPRIATED FUND EQUITY | - | (11,152) | (11,152) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 20CBP | 2020 CORBIN PARK | APPROPRIATED FUND EQUITY | - | (61,618) | (61,618) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 20HIW | 2020 HISTORIC WESTSIDE STRMWTR IMPR | APPROPRIATED FUND EQUITY | - | (7,950) | (7,950) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 20HIW | 2020 HISTORIC WESTSIDE STRMWTR IMPR | APPROPRIATED FUND EQUITY | - | (126,640) | (126,640) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 21WTS | 2021 WASHINGTON STREET REDESIGN | APPROPRIATED FUND EQUITY | - | (2,946,158) | (2,946,158) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 21WTS | 2021 WASHINGTON STREET REDESIGN | APPROPRIATED FUND EQUITY | - | (1,188,358) | (1,188,358) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 22BAR | FY 22 BARRACUDA BLVD ROADWAY | APPROPRIATED FUND EQUITY | - | (319,841) | (319,841) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |

**Exhibit "A" CONTINUED**

**STAFF RECOMMENDED ADJUSTMENTS**

| FUND | ORG | OBJ | PROJECT | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 302 | 30230000 | 389101 | 22BRA | FY22 27TH AVE ADA BEACH RAMP | APPROPRIATED FUND EQUITY | - | (337,002) | (337,002) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 23AOB | FY23 PHASE II AOB SITE | APPROPRIATED FUND EQUITY | - | (189,408) | (189,408) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 25TSS | FY25 TRAFFIC SIGNAL SR44/CORBIN | APPROPRIATED FUND EQUITY | - | (47,500) | (47,500) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 25SSF | FY25 FIRE STORAGE | APPROPRIATED FUND EQUITY | - | (25,000) | (25,000) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 25PHU | FY25 PUMP HOUSE UPGRADE GOLF | APPROPRIATED FUND EQUITY | - | (300,000) | (300,000) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 25PLG | FY25 27TH AVE PLAYRGROUND | APPROPRIATED FUND EQUITY | - | (1,611) | (1,611) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 23CSI | FY23 CANAL STREET IMPROVEMENTS | APPROPRIATED FUND EQUITY | - | (64,432) | (64,432) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 23FAI | FY23 FLAGLER STREET IMPROVEMENTS | APPROPRIATED FUND EQUITY | - | (37,496) | (37,496) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 23PIB | FY23 PICKLE BALL COURT AT PAIGE PAR | APPROPRIATED FUND EQUITY | - | (305,220) | (305,220) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 24SOL | FY24 SOLAR PANELS | APPROPRIATED FUND EQUITY | - | (2,643) | (2,643) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 23SPU | FY23 STRMWTR MASTER PLAN UPDATE | APPROPRIATED FUND EQUITY | - | (300,680) | (300,680) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 24AGS | FY24 AQUA GOLF SEPTIC TO SEWER | APPROPRIATED FUND EQUITY | - | (250,486) | (250,486) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 24BCP | FY24 BRANNON CENTER PIER | APPROPRIATED FUND EQUITY | - | (505,865) | (505,865) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 24D14 | FY24 DREDGING & CANAL IMPROVEMENTS | APPROPRIATED FUND EQUITY | - | (119,500) | (119,500) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 24FLP | FY24 LIGHTS FLAGLER AVE | APPROPRIATED FUND EQUITY | - | (508,675) | (508,675) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 25BRP | FY25 BATHROOM DOORS | APPROPRIATED FUND EQUITY | - | (20,600) | (20,600) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 25CCI | FY25 CORONADO CENTER IMPROVEMENT | APPROPRIATED FUND EQUITY | - | (29,284) | (29,284) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 25EPW | FY25 ESTHER PARK WALKOVER | APPROPRIATED FUND EQUITY | - | (85,650) | (85,650) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 25SSD | FY25 SHADE SAIL | APPROPRIATED FUND EQUITY | - | (58,887) | (58,887) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 26PWD | FY26 PUBLIC WORKS DOOR | APPROPRIATED FUND EQUITY | - | (26,173) | (26,173) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | 26SMO | FY26 STREETS MOBILE OFFICE | APPROPRIATED FUND EQUITY | - | (83,551) | (83,551) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | RSURF | ROAD RESURFACING | APPROPRIATED FUND EQUITY | - | (370,702) | (370,702) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | CWDPR | CITYWIDE DOCKS PIERS REPAIRS | APPROPRIATED FUND EQUITY | - | (206,402) | (206,402) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30230000 | 389101 | TMERP | TYLER MUNIS ERP | APPROPRIATED FUND EQUITY | - | (5,139) | (5,139) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | TOTAL REVENUES | (14,945,608) | | |
| 302 | 30258101 | 500311 | | | TRANSFER TO STORMWATER CAPITAL | - | 449,540 | 449,540 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30258101 | 500312 | 26FD4 | FY26 ADDITIONAL PARTS NEEDED | TRANSFER TO CAPITAL EQUIPMENT | - | 90,000 | 90,000 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 531099 | 20AOB | 2020 AOB SITE/NORTH CAUSEWAY BOAT | OTHER PROFESSIONAL SERVICE | - | 27,504 | 27,504 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30254101 | 531099 | 20CBP | 2020 CORBIN PARK | OTHER PROFESSIONAL SERVICE | - | 11,152 | 11,152 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30254101 | 531099 | 20HIW | 2020 HISTORIC WESTSIDE STRMWTR IMPR | OTHER PROFESSIONAL SERVICE | - | 7,950 | 7,950 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 531099 | 22BRA | FY22 27TH AVE ADA BEACH RAMP | OTHER PROFESSIONAL SERVICE | - | 22,272 | 22,272 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257201 | 531099 | 23PIB | FY23 PICKLE BALL COURT AT PAIGE PAR | OTHER PROFESSIONAL SERVICE | - | 3,301 | 3,301 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30254101 | 531099 | 24SOL | FY24 SOLAR PANELS | OTHER PROFESSIONAL SERVICE | - | 2,643 | 2,643 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30254101 | 531099 | 23SPU | FY23 STRMWTR MASTER PLAN UPDATE | OTHER PROFESSIONAL SERVICE | - | 300,680 | 300,680 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30253401 | 531099 | 24AGS | FY24 AQUA GOLF SEPTIC TO SEWER | OTHER PROFESSIONAL SERVICE | - | 250,486 | 250,486 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 531099 | 24BCP | FY24 BRANNON CENTER PIER | OTHER PROFESSIONAL SERVICE | - | 10,219 | 10,219 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30252201 | 546201 | | | REPAIR & MAINTAINANCE | - | 100,000 | 100,000 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30251901 | 546201 | 25TSS | FY25 TRAFFIC SIGNAL SR44/CORBIN | REPAIR & MAINTAINANCE | - | 47,500 | 47,500 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30251901 | 546201 | 25SSF | FY25 FIRE STORAGE | REPAIR & MAINTAINANCE | - | 25,000 | 25,000 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30251901 | 546201 | 25PLG | FY25 27TH AVE PLAYRGROUND | REPAIR & MAINTAINANCE | - | 1,611 | 1,611 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30251901 | 546201 | 23CSI | FY23 CANAL STREET IMPROVEMENTS | REPAIR & MAINTAINANCE | - | 64,432 | 64,432 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30251901 | 546201 | 23FAI | FY23 FLAGLER STREET IMPROVEMENTS | REPAIR & MAINTAINANCE | - | 31,496 | 31,496 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 546201 | 25BRP | FY25 BATHROOM DOORS | REPAIR & MAINTAINANCE | - | 20,600 | 20,600 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30254101 | 546431 | RSURF | ROAD RESURFACING | REPAIR & MAINTAINANCE | 2,000,000 | 370,702 | 2,370,702 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30251904 | 562202 | 26PWD | FY26 PUBLIC WORKS DOOR | CAPITAL- BUILDINGS | - | 26,173 | 26,173 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257201 | 562202 | 23PIB | FY23 PICKLE BALL COURT AT PAIGE PAR | CAPITAL- BUILDINGS | - | 155,550 | 155,550 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257201 | 562202 | 25CCI | FY25 CORONADO CENTER IMPROVEMENT | CAPITAL- BUILDINGS | - | 29,284 | 29,284 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 562202 | 25MDP | FY25 PAVILLION PETTIS | CAPITAL- BUILDINGS | - | 8,300 | 8,300 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30251904 | 562202 | 26PWD | FY26 PUBLIC WORKS DOOR | CAPITAL- BUILDINGS | - | 26,173 | 26,173 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30254101 | 562202 | 26SMO | FY26 STREETS MOBILE OFFICE | CAPITAL- BUILDINGS | 237,390 | 21,161 | 258,551 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30252201 | 563203 | 26EOP | FY26 EOC POWER SUPPLY | CAPITAL- INFRASTRUCTURE | 24,000 | 2,195 | 26,195 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30253801 | 563203 | 25PIP | FY25 PIPELINING ARPA | CAPITAL- INFRASTRUCTURE | - | 61,618 | 61,618 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30253801 | 563203 | 25PIP | FY25 PIPELINING ARPA | CAPITAL- INFRASTRUCTURE | 61,618 | 126,640 | 188,258 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30254101 | 563203 | 22BAR | FY 22 BARRACUDA BLVD ROADWAY | CAPITAL- INFRASTRUCTURE | - | 319,841 | 319,841 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 563203 | 22BRA | FY22 27TH AVE ADA BEACH RAMP | CAPITAL- INFRASTRUCTURE | - | 608,510 | 608,510 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 531099 | 23AOB | FY23 PHASE II AOB SITE | OTHER PROFESSIONAL SERVICE | - | 75,214 | | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 565010 | 23AOB | FY23 PHASE II AOB SITE | CAPITAL CONTINGENCY | - | 22,611 | | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 563203 | 23AOB | FY23 PHASE II AOB SITE | CAPITAL- INFRASTRUCTURE | - | 226,118 | 226,118 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30251901 | 563203 | 25PHU | FY25 PUMP HOUSE UPGRADE GOLF | CAPITAL- INFRASTRUCTURE | - | 300,000 | 300,000 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257201 | 563203 | 23PIB | FY23 PICKLE BALL COURT AT PAIGE PAR | CAPITAL- INFRASTRUCTURE | - | 146,369 | 146,369 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 563203 | 24BCP | FY24 BRANNON CENTER PIER | CAPITAL- INFRASTRUCTURE | - | 540,024 | 540,024 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |

Exhibit "A" CONTINUED

STAFF RECOMMENDED ADJUSTMENTS

| FUND | ORG | OBJ | PROJECT | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 302 | 30254101 | 546201 | 24D14 | FY24 DREDGING & CANAL IMPROVEMENTS | REPAIR & MAINTAINANCE | - | 585,900 | 585,900 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30254101 | 563203 | 24D14 | FY24 DREDGING & CANAL IMPROVEMENTS | CAPITAL- INFRASTRUCTURE | - | 2,681,598 | 2,681,598 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30254101 | 563203 | 24FLP | FY24 LIGHTS FLAGLER AVE | CAPITAL- INFRASTRUCTURE | - | 508,675 | 508,675 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 563203 | 25EPW | FY25 ESTHER PARK WALKOVER | CAPITAL- INFRASTRUCTURE | - | 85,650 | 85,650 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 563203 | 25PSS | FY25 PETTIS SHADE STRUCTURE | CAPITAL- INFRASTRUCTURE | - | 120,000 | 120,000 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 563203 | 25SSD | FY25 SHADE SAIL | CAPITAL- INFRASTRUCTURE | - | 58,887 | 58,887 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30254101 | 563203 | 26SBS | FY26 STORAGE BUILDING STREETS | CAPITAL- INFRASTRUCTURE | - | 45,390 | 45,390 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 564204 | 25MDP | FY25 PAVILLION PETTIS | CAPITAL- MACHINERY & EQUIPMENT | - | 83,032 | 83,032 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30251201 | 564204 | 26NWZ | FY26 NO WAKE ZONE SIGN | CAPITAL- MACHINERY & EQUIPMENT | - | 40,000 | 40,000 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 565010 | 20AOB | 2020 AOB SITE/NORTH CAUSEWAY BOAT | CAPITAL CONTINGENCY | - | 119,608 | 119,608 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 567001 | 22BRA | FY22 27TH AVE ADA BEACH RAMP | CONTINGENCY | - | 1,000 | 1,000 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 567001 | 22BRA | FY22 27TH AVE ADA BEACH RAMP | CONTINGENCY | 1,000 | 295,750 | 296,750 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30251901 | 567150 | 23FAI | FY23 FLAGLER STREET IMPROVEMENTS | WORKS OF ART / COLLECTIONS | - | 6,000 | 6,000 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257201 | 567201 | 21WTS | 2021 WASHINGTON STREET REDESIGN | CAPITAL OUTLAY | 6,000,000 | 3,600,000 | 9,600,000 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 567204 | 23BBS | FY23 BROADBAND CYBER SECURITY | MUNICIPAL CAPITAL PROJECTS | - | 303,128 | 303,128 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30257202 | 567204 | 20AOB | 2020 AOB SITE/NORTH CAUSEWAY BOAT | MUNICIPAL CAPITAL PROJECTS | - | 1,353,321 | 1,353,321 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30251302 | 568001 | CWDPR | CITYWIDE DOCKS PIERS REPAIRS | CAPITAL - INTANGIBLE ASSET | - | 206,402 | 206,402 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30251302 | 568001 | TMERP | TYLER MUNIS ERP | CAPITAL - INTANGIBLE ASSET | - | 5,139 | 5,139 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30259100 | 599001 | | | UNASSIGNED RESERVES GF | - | 17,000 | 17,000 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30259100 | 599020 | | | UNASSIGNED RESERVES INT | - | 200,000 | 200,000 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 302 | 30259100 | 599020 | | | UNASSIGNED RESERVES INT | 200,000 | 96,259 | 296,259 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | TOTAL EXPENDITURES | 14,945,608 | | |
| **TOTAL 303 GENERAL OBLIGATION BOND CAPITAL PROJECT FUND** | | | | | | | | | |
| 303 | 30330000 | 361101 | | | INTEREST EARNINGS | (38,031) | 22,000 | (16,031) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | TOTAL REVENUES | 22,000 | | |
| 303 | 30359100 | 599015 | | | UNASSIGNED RESERVES | 1,217,900 | (22,000) | 1,195,900 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | TOTAL EXPENDITURES | (22,000) | | |
| **TOTAL 304 AIRPORT CAPITAL FUND** | | | | | | | | | |
| 304 | 30430000 | 334407 | 21AFI | 2021 FUEL FARM IMPROVEMENTS | F.D.O.T. CAPITAL PROJECT FUNDI | - | (446,672) | (446,672) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30430000 | 381104 | 21AFI | 2021 FUEL FARM IMPROVEMENTS | TRANSFERS | - | (111,667) | (111,667) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30430000 | 334407 | 21ATI | 2021 AIRPORT TERMINAL APRON | F.D.O.T. CAPITAL PROJECT FUNDI | - | (9,920) | (9,920) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30430000 | 381104 | 21ATI | 2021 AIRPORT TERMINAL APRON | TRANSFERS | - | (2,480) | (2,480) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30430000 | 334407 | 24RWY | FY24 RUNWAY 7-25 & 29 | F.D.O.T. CAPITAL PROJECT FUNDI | - | (24,122) | (24,122) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30430000 | 331404 | 24RWY | FY24 RUNWAY 7-25 & 29 | F.A.A. CAPITAL PROJECT FUND | - | (271,372) | (271,372) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30430000 | 381104 | 24RWY | FY24 RUNWAY 7-25 & 29 | TRANSFERS | - | (6,030) | (6,030) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30430000 | 334407 | 25ATE | FY25 AIR TRAFFIC EQUIPMENT UPGRADE | F.D.O.T. CAPITAL PROJECT FUNDI | - | (43,200) | (43,200) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30430000 | 381104 | 25ATE | FY25 AIR TRAFFIC EQUIPMENT UPGRADE | TRANSFERS | - | (10,800) | (10,800) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30430000 | 334407 | 25ATH | FY25 T HANGER DESIGN | F.D.O.T. CAPITAL PROJECT FUNDI | - | (24,640) | (24,640) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30430000 | 331404 | 26AMP | FY26 AIRPORT MASTER PLAN | F.A.A. CAPITAL PROJECT FUND | (617,500) | 617,500 | - | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30430000 | 334407 | 26AMP | FY26 AIRPORT MASTER PLAN | F.D.O.T. CAPITAL PROJECT FUNDI | (26,000) | 26,000 | - | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30430000 | 381104 | 26LCF | FY26 LARGE CEILING FANS | TRANSFERS | - | (27,069) | (27,069) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30430000 | 381104 | 26AMP | FY26 AIRPORT MASTER PLAN | TRANSFERS | (6,500) | 6,500 | - | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30430000 | 381104 | 25ATH | FY25 T HANGER DESIGN | TRANSFERS | - | (6,160) | (6,160) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | TOTAL REVENUES | (334,132) | | |
| 304 | 30454201 | 567207 | 21AFI | 2021 FUEL FARM IMPROVEMENTS | BUILDING IMPROVEMENTS | - | 558,339 | 558,339 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30454201 | 567207 | 21ATI | 2021 AIRPORT TERMINAL APRON | BUILDING IMPROVEMENTS | - | 12,400 | 12,400 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30454201 | 563203 | 24RWY | FY24 RUNWAY 7-25 & 29 | CAPITAL- INFRASTRUCTURE | - | 301,524 | 301,524 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30454201 | 531099 | 25ATE | FY25 AIR TRAFFIC EQUIPMENT UPGRADE | OTHER PROFESSIONAL SERVICE | - | 54,000 | 54,000 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30454201 | 531099 | 25ATH | FY25 T HANGER DESIGN | OTHER PROFESSIONAL SERVICE | - | 30,800 | 30,800 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30454201 | 531099 | 26AMP | FY26 AIRPORT MASTER PLAN | OTHER PROFESSIONAL SERVICE | 650,000 | (650,000) | - | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 304 | 30454201 | 564204 | 26LCF | FY26 LARGE CEILING FANS | CAPITAL- MACHINERY & EQUIPMENT | - | 27,069 | 27,069 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | TOTAL EXPENDITURES | 334,132 | | |
| **TOTAL 305 POLICE IMPACT FEE CAPITAL PROJECT FUND** | | | | | | | | | |
| 305 | 30530000 | 381105 | | | TSF FROM POLICE IMPACT | (1,275,333) | (76,110) | (1,351,443) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | TOTAL REVENUES | (76,110) | | |

Exhibit "A" CONTINUED

STAFF RECOMMENDED ADJUSTMENTS

| FUND | ORG | OBJ | PROJECT | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 305 | 30559100 | 599015 | | | UNASSIGNED RESERVES | 959,164 | 76,110 | 1,035,274 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | TOTAL EXPENDITURES | 76,110 | | |
| **TOTAL 306 FIRE IMPACT FEE CAPITAL PROJECT FUND** | | | | | | | | | |
| 306 | 30630000 | 381106 | | | TSF FROM FIRE IMPACT FEES | (1,233,745) | (34,785) | (1,268,530) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | TOTAL REVENUES | (34,785) | | |
| 306 | 30659100 | 599015 | | | UNASSIGNED RESERVES | 906,376 | 34,785 | 941,161 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | TOTAL EXPENDITURES | 34,785 | | |
| **TOTAL 307 RECREATION IMPACT FEE CAPITAL PROJECT FUND** | | | | | | | | | |
| 307 | 30730000 | 381107 | | | TSF FROM REC IMPACT 107 | (1,781,022) | (704,210) | (2,485,232) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | TOTAL REVENUES | (704,210) | | |
| 307 | 30757201 | 563203 | 23PIB | FY23 PICKLE BALL COURT AT PAIGE PAR | CAPITAL- INFRASTRUCTURE | - | 614,166 | 614,166 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 307 | 30759100 | 599015 | | | UNASSIGNED RESERVES | 902,273 | 90,044 | 992,317 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | TOTAL EXPENDITURES | 704,210 | | |
| **TOTAL 309 TRANSPORTATION IMPACT FEE CAPITAL PROJECT FUND** | | | | | | | | | |
| 309 | 30930000 | 381109 | | | TSF IN FROM TRANSP IMPACT FEES | (6,061,000) | (255,459) | (6,316,459) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | TOTAL REVENUES | (255,459) | | |
| 309 | 30959100 | 599015 | | | UNASSIGNED RESERVES | 6,773,135 | 255,459 | 7,028,594 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | TOTAL EXPENDITURES | 255,459 | | |
| **TOTAL 311 STORMWATER CAPITAL PROJECT FUND** | | | | | | | | | |
| 311 | 31130000 | 331901 | | | OTHER FEDERAL GRANTS | (5,000,000) | 5,000,000 | - | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 311 | 31130000 | 381302 | | | TRANSFER FROM CAPITAL PROJECTS | - | (449,540) | (449,540) | TRANSFER FROM CAPITAL PROJECTS FUND 302 FOR SW PROJECTS |
| | | | | | | TOTAL REVENUES | 4,550,460 | | |
| 311 | 31153801 | 563203 | 20CBP | 2020 CORBIN PARK | CAPITAL- INFRASTRUCTURE | 8,300,000 | (5,848,780) | 2,451,220 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 311 | 31159100 | 599015 | | | UNASSIGNED RESERVES | - | 848,780 | 848,780 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 311 | 31159100 | 599015 | | | UNASSIGNED RESERVES | - | 449,540 | 449,540 | TRANSFER FROM CAPITAL PROJECTS FUND 302 FOR SW PROJECTS |
| | | | | | | TOTAL EXPENDITURES | (4,550,460) | | |
| **TOTAL 312 EQUIPMENT CAPITAL FUND** | | | | | | | | | |
| 312 | 31230000 | 381001 | | | TRANSFERS FUNDS FROM GENERAL | (4,370,961) | (22,820) | (4,393,781) | 26FD2 (2 ICEMAKERS) |
| 312 | 31230000 | 381001 | | | TRANSFERS FUNDS FROM GENERAL | (4,393,781) | (2,600) | (4,396,381) | CASCADE TRAILER - ADDING SBCA BOTTLE FILLERS TO TRAILER |
| 312 | 31230000 | 381001 | | | TRANSFERS FUNDS FROM GENERAL | (4,396,381) | (7,900) | (4,404,281) | XFR FROM GENERAL FUND - MINI SPLIT AC |
| 312 | 31230000 | 381001 | 26RDW | FY26 ROTO DECON WASHER FIRE | TRANSFERS FUNDS FROM GENERAL | (4,404,281) | (6,118) | (4,410,399) | FIRE GRANT - CITY MATCH |
| 312 | 31230000 | 334406 | 26RDW | FY26 ROTO DECON WASHER FIRE | FL DIV OF STATE FIRE MARSHALL | - | (19,853) | (19,853) | FIRE GRANT - AIR PACK DECON WASHER |
| 312 | 31230000 | 366916 | 26RDW | FY26 ROTO DECON WASHER FIRE | DONATIONS TO FIRE DEPARTMENT | - | (500) | (500) | FIRE GRANT - DONATION |
| 312 | 31230000 | 381001 | | | TRANSFERS FUNDS FROM GENERAL | (4,410,399) | (47,100) | (4,457,499) | THERMAL IMAGING CAMERAS - FIRE 26FD3 |
| 312 | 31230000 | 381001 | | | TRANSFERS FUNDS FROM GENERAL | (4,457,499) | (89,172) | (4,546,671) | CARRY FORWARD 25SC6 REEL MOWER |
| 312 | 31230000 | 381302 | | | TRANSFER FROM CAPITAL PROJECTS | - | (90,000) | (90,000) | ADDITIONAL FIRE EQUIPMENT |
| | | | | | | TOTAL REVENUES | (286,063) | | |
| 312 | 31252201 | 564204 | 26FD2 | FY26 (2) ICE MAKER FIRE | CAPITAL- MACHINERY & EQUIPMENT | - | 22,820 | 22,820 | 26FD2 (2 ICEMAKERS) |
| 312 | 31252201 | 564204 | 26RDW | FY26 ROTO DECON WASHER FIRE | CAPITAL- MACHINERY & EQUIPMENT | - | 26,471 | 26,471 | FIRE GRANT - AIR PACK DECON WASHER |
| 312 | 31252201 | 564717 | 26FD1 | FY26 FIRE TRAILER | CAPITAL- VEHICLES | 40,000 | 2,600 | 42,600 | 26FD1 CASCADE TRAILER - ADDING SBCA BOTTLE FILLERS TO TRAILER |
| 312 | 31257501 | 564204 | 26SC4 | FY26 A/C UNIT SPORTS COMPLEX | CAPITAL- MACHINERY & EQUIPMENT | - | 7,900 | 7,900 | SPORTS COMPLEX - MINI SPLIT AC FOR CONCESSION STAND |
| 312 | 31252201 | 564204 | 26FD3 | FY26 THERMAL IMAGING CAMERAS FIRE | CAPITAL- MACHINERY & EQUIPMENT | - | 47,100 | 47,100 | THERMAL IMAGING CAMERAS - FIRE 26FD3 |
| 312 | 31257501 | 564204 | 25SCG | FY25 REEL MOWER SPORTS | CAPITAL- MACHINERY & EQUIPMENT | - | 89,172 | 89,172 | CARRY FORWARD 25SC6 REEL MOWER |
| 312 | 31252201 | 564204 | 26FD4 | FY26 ADDITIONAL PARTS NEEDED | CAPITAL- MACHINERY & EQUIPMENT | - | 90,000 | 90,000 | ADDITIONAL FIRE EQUIPMENT |
| | | | | | | TOTAL EXPENDITURES | 286,063 | | |

Exhibit "A" CONTINUED

STAFF RECOMMENDED ADJUSTMENTS

| FUND | ORG | OBJ | PROJECT | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| **TOTAL 313 TURNBULL GO BOND CAPITAL PROJECT FUND** | | | | | | | | | |
| 313 | 31330000 | 361101 | | | INTEREST EARNINGS | (500,000) | 400,000 | (100,000) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL REVENUES** | 400,000 | | |
| 313 | 31353701 | 561202 | | | CAPITAL - LAND | 5,952,402 | (400,000) | 5,552,402 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL EXPENDITURES** | (400,000) | | |
| **TOTAL 405 SANITATION FUND** | | | | | | | | | |
| 405 | 40530000 | 343401 | | | SOLID WASTE/GARBAGE REVENUE | (10,225,623) | (340,000) | (10,565,623) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 405 | 40530000 | 343411 | | | SPECIAL GARBAGE BILLINGS | (41,500) | (11,000) | (52,500) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 405 | 40530000 | 343450 | | | SPECIAL PICK-UP | (7,500) | 6,718 | (782) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 405 | 40530000 | 359405 | | | FINES SOLID WASTE | - | (3,800) | (3,800) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 405 | 40530000 | 389101 | | | APPROPRIATED FUND EQUITY | (2,560,234) | (1,004,221) | (3,564,455) | INCREASE APPROPRIATED FUND EQUITY |
| | | | | | | **TOTAL REVENUES** | (1,352,303) | | |
| 405 | 40559100 | 599015 | | | UNASSIGNED RESERVES | 109,992 | 1,352,303 | 1,462,295 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL EXPENDITURES** | 1,352,303 | | |
| **TOTAL 408 MARINA FUND** | | | | | | | | | |
| 408 | 40830000 | 343502 | | | SEWER PUMP OUT FEE | - | (100) | (100) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 408 | 40830000 | 362203 | | | ANNUAL SLIP RENTALS | (284,868) | (11,000) | (295,868) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 408 | 40830000 | 362214 | | | MARINA YRLY RESIDENT-UTILITIES | (20,500) | 2,000 | (18,500) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 408 | 40830000 | 362215 | | | TRANSIENT SLIP RENTAL | (142,054) | 12,000 | (130,054) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 408 | 40830000 | 389101 | | | APPROPRIATED FUND EQUITY | (24,726) | 24,726 | - | DECREASE APPROPRIATED FUND EQUITY |
| 408 | 40830000 | 361101 | | | INTEREST EARNINGS | (1,662) | 962 | (700) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL REVENUES** | 28,588 | | |
| 408 | 40859100 | 599015 | | | UNASSIGNED RESERVES | 56,917 | (28,588) | 28,329 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL EXPENDITURES** | (28,588) | | |
| **TOTAL 501 FLEET MANAGEMENT FUND** | | | | | | | | | |
| 501 | 50130000 | 389101 | | | APPROPRIATED FUND EQUITY | - | (87,424) | (87,424) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 501 | 50130000 | 361101 | | | INTEREST EARNINGS | - | (2,770) | (2,770) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 501 | 50130000 | 399202 | | | REVENUE GAS/OIL MARKUP | - | (13,300) | (13,300) | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL REVENUES** | (103,494) | | |
| 501 | 50151905 | 515006 | | | SHOE ALLOWANCE | 450 | 150 | 600 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 501 | 50151905 | 523002 | | | FLORIDA HEALTH CARE | 49,642 | 4,000 | 53,642 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 501 | 50151905 | 523008 | | | MET LIFE DENTAL | 1,769 | 300 | 2,069 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 501 | 50151905 | 523009 | | | MUTUAL OF OMAHA | 1,924 | 400 | 2,324 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 501 | 50151905 | 524001 | | | WC | 10,330 | 3,100 | 13,430 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 501 | 50151905 | 546001 | | | ANNUAL MAINT CONTRACT | - | 1,500 | 1,500 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 501 | 50151905 | 564204 | 25FL1 | FY25 2 POST LIFTS FLEET | CAPITAL- MACHINERY & EQUIPMENT | - | 31,800 | 31,800 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| 501 | 50159300 | 599015 | | | UNASSIGNED RESERVES | 206,020 | 62,244 | 268,264 | ADJUST BUDGET FOR CURRENT YEAR ACTIVITY |
| | | | | | | **TOTAL EXPENDITURES** | 103,494 | | |

**THE CITY OF NEW SMYRNA BEACH - CAPITAL IMPROVEMENTS PROJECT**

**RESOLUTION 09-26: CONSIDER A REQUEST TO APPLY FOR A F.I.N.D. (FLORIDA INLAND NAVIGATION DISTRICT) GRANT FOR RIVERSIDE PARK SEAWALL AND DOCKS REPLACEMENT.**

**April 28, 2026**

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**Background:**

Improvements have been proposed for the existing seawall, which is nearing its structural life expectancy, and docks at the Brannon Center and Riverside Park located at 105 South Riverside Drive, New Smyrna Beach, FL, 32168. These improvements include the replacement of approximately 1,450 linear feet of seawall and railing, improvements/replacement of three (3) pier structures, replacements of the decking, lighting system and/or piles of a fishing pier under the south causeway bridge, a new floating dock system, and the replacement of the existing sidewalks abutting the seawall with a new trailway/sidewalk system with lighting. Dredging & Marine Consultants (DMC), who is currently under a continuing services contract for professional engineering services for marine applications, will provide field inspections, design, engineering, and permitting associated with this grant application. Attached for review is the draft F.I.N.D. (Florida Inland Navigation District) application for consideration. Staff recommends approval to proceed with applying for a F.I.N.D. Grant for the Riverside Park seawall and docks replacement.

**Fiscal Analysis:**

If the F.I.N.D. grant is approved, the design funding will be reimbursed by 37.5%. The remainder will come from CRA funding. The total design cost is $422,400, which includes an additional 10% contingency of $38,400. The 37.5% F.I.N.D. grant reimbursement amount is $158,400.

**Strategic Plan Item:**

No

Staff Report Created By: Larry Wheatcraft - Grants Manager

**Attachments:**

Submitted Final WAP 2026 Application - City of New Smryna Beach - Riverside Park Seawall Phase 1.pdf
Res 09-25 FIND Grant Riverside Park Seawall and Docks Replacement Ph 1.pdf



## WATERWAYS ASSISTANCE PROGRAM

# APPLICATION PACKAGE

## Part 2. Attachment E



Florida Inland Navigation District

**FY 2026-2027**

## WATERWAYS ASSISTANCE PROGRAM

# APPLICATION PACKAGE

## Part 2. Attachment E

The following attachments E-1 through E-6, in addition to the requirements of items 7 through 9 of the application checklist, constitute your formal application.

**SUBMIT THE APPLICATION INFORMATION IN THE ORDER LISTED ON THE CHECKLIST.**

**Applications must be received by the District by 4:30 p.m. on March 30, 2026.**

## Application Submission:

Electronic copies (2 separate attachments per instructions):

Attachment 1: Items 1-9, and Attachment 2: Items 10-12



**Electronic submission via email to:**

**CKelley@aicw.org**

**(pdf file size 15MB or less)**

**Application must be received by the deadline, no exceptions.**

# Attachment E - Applicant Tips Sheet

**(Mistakes Common to the application process and how to avoid them)**

## SCHEDULING

The new application is available by January each year, and District funding is available AFTER October 1st of each year. Applicants should plan their schedule to avoid commonly missed deadlines: Application due -- 30th of March; Property control/Technical sufficiency items – 18th of May, Permits – 21st of September. (Staff suggestion: Begin to secure property control and permits PRIOR to applying for funding.)

## PROPERTY CONTROL VERIFICATION

Please have your attorney complete and sign the form in the application verifying applicant property control. In the case of leases or management agreements, please forward a copy to the District well in advance of the deadline to verify consistency with our program rules. (Staff suggestion: Resolve this requirement outside the application "window".)

## PROJECT COSTS ELIGIBILITY

Please note the eligible project costs in Rule Section 66B-2.008, F.A.C. If you are not sure about an item's eligibility, ask! Note: Any ineligible cost, including in-house project management and administration, is also not eligible for an applicant's match. Make sure you have delineated your required minimum cost-share on the project cost estimate. (Staff suggestion: If you have questions about the eligibility of an item, work up a mock cost-sheet and send it to our office well before the deadline.)

## COST-SHARE

Although the applicant must provide a minimum of 50% of the total project costs (25% for eligible public navigation dredging), there is no specific requirement to split each item. (Staff suggestion: You may want to organize project elements in a certain manner for easier accounting.)

## PRE-AGREEMENT EXPENSES

Rule 66B-2.005(3), F.A.C. requires any activity in the submitted project cost estimate occurring PRIOR to October 1st to be considered as pre-agreement expenses. The Board's past philosophy has been to fund only those projects that require District funding assistance to be completed. It is best to avoid pre-agreement expenses if possible. Note: Pre-agreement expenses must be limited to 50% or less of the total project costs, and they are eligible for only ½ of the original District funding. (Example: A project with a total cost of $200,000 is Board-approved for one-half construction PRIOR to October 1st. In this case, District funding will be limited as follows: Only 50% of the $100,000 project cost prior to October 1st is eligibleas project expenses (i.e. $50,000). Then only ½ of the eligible project expenses ($50,000) are eligible for District funding assistance (i.e. $25,000).

## SUBMITTED MATERIALS & JUNE PRESENTATION

The Board must review and evaluate every application and each year we receive about 90 applications for consideration. The final product for the Board's review is two 8-1/2" x 11" spiral-bound notebooks containing the essential information for the application. NOTE: Make sure your final submitted material is the same material you will be presenting to the Board at our June meeting. This will avoid confusion and strengthen your presentation. (Staff suggestion: Limit the submitted materials to the requested information, in the required format and make sure it is consistent with your June presentation. Do not submit additional material at the June presentation!)

## ELECTRONIC SUBMISSIONS

Grant applications are ONLY being accepted by email. Grant applications shall be submitted via email as two (2) pdf attachments (15mb max size and see attachment instructions on the next page). Make sure to label your pdf attachments with the applicant and project title. You will receive a confirmation email letting you know that your application has been received. Email your completed application to CKelley@aicw.org

**Applications must be received by the District by 4:30 p.m. on March 30, 2026.**

# ATTACHMENT E-1
## Waterways Assistance Program FY2026
## **Applicant Checklist**

| | |
|---|---|
| Project Title: | Riverside Park Seawall Replacement Phase I |
| Applicant: | City of New Smyrna Beach |

This checklist and the other items listed below in items 1 through 11 constitute your application. The required information shall be submitted in the order listed.

Electronic copies (2 separate PDF files per instructions – PDF File 1: Items 1-8, PDF File 2: Items 9-11) shall be emailed (15mb maximum file size) to CKelley@aicw.org. Applications must be received by the deadline, no exceptions.

| | | YES | NO |
|---|---|---|---|
| 1. | District Commissioner Review (prior to March 4th) (***NOTE*: <u>For District Commissioner initials ONLY!)</u> (District Commissioner must initial the yes line on this checklist for the application to be deemed complete)** | JRD | ___ |
| 2. | Application Checklist Attachment E-1 (Form No. 25-10, 2 pages) **(Form must be signed and dated)** | ◉ | ○ |
| 3. | Application and Evaluation Worksheet Attachment E-2 (Form No. 25-15) **(First Page of Form Must be Signed)** | ◉ | ○ |
| 4. | Project Cost Estimate Attachment E-3 (Form No. 25-20, 1 page) (**Must be on District form)** | ◉ | ○ |
| 5. | Project Timeline Attachment E-4 (Form No. 25-25, 1 page) | ◉ | ○ |
| 6. | County/City Location Map | ◉ | ○ |
| 7. | Project Boundary Map | ◉ | ○ |
| 8. | Clear and Detailed Site Development Plan Map | ◉ | ○ |

**Continued on Next Page**

| | YES | NO |
|---|---|---|
| 9. Official Resolution Form Attachment E-5 (Form No. 25-30, 2 pages)(Resolution must be on District Form and includes items 1-6) | ○ | ◉ |
| 10. Attorney's Certification (Land Ownership) Attachment E-6 (Form No. 25-35, 1 page) | ○ | ◉ |
| 11. Copies of all Required Permits: ACOE, DEP, WMD (Requirement of Construction & Dredging Projects) | ○ | ◉ |

The undersigned, as applicant, acknowledges that Items 1 through 11 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, March 30, 2026. By May 18, 2026, my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 11 is due to the District no later than September 21, 2026. If the information in Item 11 is not submitted to the District office by September 21, 2026, I am aware that my application will be removed from any further funding consideration by the District.

| Dhilan Patel | Grants Manager |
|---|---|
| Print Liaison Name | Title |
| Dhilan Patel | 03/27/2026 |
| Liaison Signature | Date |

**FIND OFFICE USE ONLY**

Date Received: _____

Local FIND Commissioner Review _____

All Required Supporting Documents: _____

Applicant Eligibility: _____

Project Eligibility _____ Available Score: _____

Compliance with Rule 66B-2 F.A.C.: _____

_____

Eligibility of Project Cost: _____

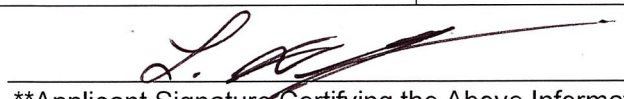
# ATTACHMENT E-2

Waterways Assistance Program FY2026

## Application and Evaluation Worksheet

| | |
|---|---|
| Local Sponsor: City of New Smyrna Beach | Department: City Manager |
| Project Title: Riverside Park Seawall Replacement Phase I | Use "Phase I" for Design Projects. Use "Phase II" for Construction if you received FIND funding for Phase I Work. |
| Project Director: Kevin Cowper | Email: kcowper@cityofnsb.com |
| Grant Liaison: (If Different from Director) Dhilan Patel | Email: dpatel@dmces.com |
| Mailing Address: 210 Sams Avenue | |
| City: New Smyrna Beach | Zip Code: 32168 |
| Phone Number: (386) 410-2616 | |
| Project Address: 105 South Riverside Drive, New Smyrna Beach, FL, 32168 | |

| | |
|---|---|
| Requested FIND Funding: | $158,400 |
| Eligible Matching Funds Amount: | $264,000 |
| Match Percentage: | 37.5% |
| Total Project Costs: | $422,400 |
| Applicant's Funding Source: | City General Funds |



**Applicant Signature Certifying the Above Information**

Larry Wheatcraft

Print Name

**Project Summary: Maximum 200 Words**

The Riverside Park Seawall & Docks Replacement Phase 1 project is for the design, engineering, and permitting at Riverside Park to rehabilitate and modernize critical public waterfront infrastructure along a FIND-designated waterway in the City of New Smyrna Beach.

The project includes the replacement of approximately 1,450 linear feet of an aging and structurally failing seawall, repair or replacement of three existing public piers and docks, redesign of the fishing pier located beneath the South Causeway Bridge, installation of a new floating dock to accommodate transient boaters, and improvements to the waterfront sidewalk with a multi-use trail.

The project will stabilize the shoreline, reduce erosion and sediment migration into the adjacent navigable channel, eliminate navigational hazards, and preserve safe public access to the waterway. By protecting channel conditions and enhancing public docking and fishing facilities, the project directly supports navigability, public use, and the long-term stewardship mission of the Florida Inland Navigation District.

1. Priority Category:

a) Choose one priority category of this project from the application instructions based upon the predominant cost of the project elements.

Item 7: Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facility.

b) Explain how the project fits into this priority category

The project fits into this priority category by replacing failing, shoreline stabilization seawall infrastructure and several docking and recreational pier facilities. The project also includes adding a new floating boat mooring facility for transient and local boaters utilizing the ICW.

c) Explain how the project relates to the District's Waterways and the mission of the Florida Inland Navigation District.

The replacement of the failing seawall at Riverside Park constitutes a public shoreline stabilization project that directly benefits the District's waterway channels by preventing shoreline erosion and sediment migration into the adjacent navigable waterway. Replacement of the Piers and adding a new floating dock provides additional waterways access.

2. Ownership of Project Site:

Own ☑ Leased ☐ Other ☐

If leased or other, please describe lease or terms and conditions:

N/A

3. Has the District previously provided assistance funding to this project or site?

Yes ☑ No ☐

4. If yes, please list the project name, number and funding amount received:

Project Name: Brannon Center ADA Dock Replacement (Completed 2026)
Project Number: VO-NSB-24-E
Funding Amount Received: Awarded $141,583.50; Currently working on reimbursement request

5. What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.) if applicable?

Riverside Park currently provides public shoreline access via existing fixed and floating docks and a fishing pier along a FIND designated waterway. Up to 2 additional new boat mooring/slips will be added for use by transient and local boaters. Access is primarily pedestrian and water dependent, supporting shoreline fishing, transient docking, and waterfront viewing.

6. How many additional ramps, slips, parking spaces or other access features will be added by this project, and what is the approximate number of registered vessels estimated to use the constructed project?

One additional floating dock to allow access from the waterway to the park and its amenities for transient boaters. At any given time up to three registered vessels may use the floating docks to access the park. Three existing fishing docks and one fishing pier will be examined for repair or replacement as a part of this project. Finally, a 12-foot multi-use trail is proposed along the seawall for pedestrian and bicycle use.

7. Public Usage & Benefits:

a) What public access or navigational benefit to the District's waterways will result from this project? How will this project enhance public access to the District's waterways, and what specific navigational benefits will it provide to the community?

The seawall replacement and repair or replacement of existing docks and the fishing pier at Riverside Park will enhance public access to the District's waterways by preserving public docking and fishing facilities, while providing navigational benefits through shoreline stabilization, reduced sedimentation, and elimination of potential channel hazards. The project supports navigability, protects public investment, and advances FIND's mission to enhance waterways for use.

b) What is the current demand for public access or navigation facilities in the area, and how does this project address unmet needs or improve upon existing facilities?

Demand for public access and navigation facilities at Riverside Park remains strong due to its location along a FIND designated waterway; however, a failing seawall and aging dock and pier infrastructure currently limits safe and reliable use. This project addresses immediate needs by stabilizing the shoreline longterm, rehabilitating and restoring old public docks, and rehabilitating the fishing pier, thereby improving public access, enhancing navigational safety, and ensuring the long term functionality of existing public waterway facilities.

c) How does the project fit within regional or local maritime management plans, public access initiatives, or comprehensive plans, and how does it contribute to broader public usage goals?

The Riverside Park project directly implements the City of New Smyrna Beach Comprehensive Plan by advancing Coastal Management and Recreation and Open Space policies. The project aligns with regional waterway management goals by reducing erosion and sedimentation while improving public docks, fishing access, and transient boating facilities. Collectively, these improvements expand safe public access, protect navigability, and support long term public use of a FIND designated waterway.

d) Has the local Sponsor implemented or plans to implement any boating access, speed zone, commercial access or other restrictive use in the area of this site?

The City of New Smyrna Beach recently completed a Brannon Center ADA Dock Replacement in early 2026 at this site, and discovered the failing seawall during construction. The City does not have any other current plans to implement boating access, speed zones, commercial access, or other restrictive uses in the area of this site.

8. Fees & Maintenance:

Are there any fees associated with the use of this facility? Yes ☐ No ☑

If answered Yes:

a) List or provide a fee schedule.

N/A

b) Provide a listing of the fees charged by similar facilities, public and private, in the project area.

N/A

c) Pursuant to Rule 66B-2.004(11), if there are any fees, please explain how these fees are tracked and what they are used for.

N/A

d) Clearly demonstrate how the project will continue to be maintained and funded after initial funding is completed.

Upon completion, all improvements at Riverside Park will be maintained by the City of New Smyrna Beach through its existing Maintenance Operations and Parks/Public Works programs. The City currently performs routine cleaning and repairs at this facility and will continue to fund ongoing maintenance through adopted operating budgets.

9. Please list all Environmental Resource Permits required for this project:

| Agency | Y/N | Date Applied | Date Received |
|---|---|---|---|
| Water Management District | N | N/A | N/A |
| Dept of Environmental Protection | Y | Will be applied for | N/A |
| USACE | Y | Will be applied for | N/A |

**10. a) Construction**

This question is to be answered **only** if this application is for a **Construction** project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

---

PERMITTING:

- Have all required environmental permits been applied for? (USACE, DEP and WMD) If permits are NOT required, explain why not.
- Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.
- For Phase I design, permitting, and engineering projects, please provide a general cost estimate for the future Phase II construction work.

CONSTRUCTION TECHNIQUES:

- What is the design life of the project and proposed materials?
- What considerations, if any, have been made for storm surge and hurricane impacts in the design and life span of this project?

**Construction Project**: Maximum 200 Words (Address all bullet points above)

PERMITTING:

• For Phase I design, permitting, and engineering projects, please provide a general cost estimate for the future Phase II construction work. RESPONSE:

| Construction Component | Cost |
|---|---|
| Mobilization/Demobilization | $ 300,000 |
| Seawall/Railing | $ 4,350,000 |
| Pier/Dock Structures | $ 1,000,000 |
| Access Trail and Lighting | $ 1,200,000 |
| Total | $ 6,850,000 |

**10. b) Environmental Education**

This question is to be answered **only** if this application is for an Environmental Education project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

---

DILIGENCE:

- Who is the primary target audience or user group for the project and how were they identified?
- How have the needs of the target audience been evaluated and met?
- How many people will the program serve on an annual basis? What will be the measurable results?
- Describe the materials and project deliverables to be produced by this project.
- Describe the plan for dissemination of the materials produced through the project,

EXPERIENCE & QUALIFICATIONS:

- Please briefly describe the qualifications of the program administrator(s), including prior experience, and areas of expertise.
- What previous projects of this nature have been completed by the program manager?

PROJECT GOALS:

- What are the long-term goals of this project as it relates to the ICW?
- What is the expected duration/frequency of this program?

**Environmental Education Project**: Maximum 400 Words (Address all bullet points above)

This application is not an Environmental Education project.

**10. c) Law Enforcement and Boating Safety Projects**

This question is to be answered **only** if this application is for Law Enforcement and Boating Safety projects.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

---

WATERWAY RELATIONSHIP:

- Describe how the project will enhance boating access, safety, or enforcement efforts on the waterway, and address the identified needs or benefits for public safety.

EXPERIENCE & QUALIFICATIONS:

- List the personnel tasked with the implementation of this project, their qualifications, previous training and experience.

DELIVERABLES:

- Describe the project deliverables and why this particular law enforcement vessel, equipment or facility improvements was selected or are necessary.

AREA OF COVERAGE

- What is the range or area of coverage for this project?

**Law Enforcement and Boating Safety Project**: Maximum 200 Words (Address all bullet points above)

This application is not a law enforcement and boating safety project.

**10. d) Inlet or Public Navigation**

This question is to be answered **only** if this application is for an Inlet or Public Navigation dredging project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

---

WATERWAY RELATIONSHIP:

- Will the project inhibit sediment inflow into, or reduce the dredging frequency of the Intracoastal Waterway channel?
- How does the project directly benefit the Intracoastal Waterway channel?
- Identify any long-term sedimentation problems and briefly discuss any methods or activities that will address these issues.

PUBLIC ACCESS

- Describe in brief detail how the project will enhance public access to or from the Intracoastal Waterway? List the upstream publicly accessible facilities with improved access because of this project.

BENEFICIAL PROJECT ELEMENTS:

- Describe any economic benefits to be realized by implementing this project.

PROJECT MAINTENANCE:

- When was this area last dredged? What is the expected frequency of future dredging? Where will the dredged material be relocated to?

**Inlet or Public Navigation Project**: Maximum 200 Words (Address all bullet points above)

This project is not an inlet or public navigation dredging project.

**10. e) Beach Renourishment**

This question is to be answered **only** if this application is for a Beach Renourishment project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

---

WATERWAY RELATIONSHIP:

- Describe how the District and other navigation interests will benefit from the implementation of this project.

VIABILITY:

- Is the project site defined as critically eroded area by a statewide beach management plan?
- Cite the quantifiable rate of erosion in this area.
- Is the project an important component of an overall beach management effort?

PUBLIC BENEFITS:

- Are there quantifiable public benefits demonstrated by the project?
- Is there adequate public access to the project area? Please describe location and amount.

PROJECT FUNDING:

- Describe any assistance funding from other sources.
- Clarify the availability of long-term funding for this project.

**Beach Renourishment Project**: Maximum 200 Words (Address all bullet points above)

This project is not a beach renourishment project.

**11. Disaster Relief**

This question is to be answered **only** if this application is for repairs/construction of waterways facilities damaged by a declared natural disaster.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

---

STORM DAMAGE EVALUATION:

- List the State of Emergency declaration order or proclamation & the name and date of the storm/event. [Pursuant to State of emergency declared under Chapter 252, F.S.]
- Describe the extent of the damage that was caused due to the storm/event and any Construction/Resiliency Improvements planned for the project.
- What is the current status of your FEMA paperwork for the project?

PROJECT FUNDING:

- Describe the other funding mechanisms and financial assistance that will be applied to defray the reconstruction costs or damage repair

**Disaster Relief Project**: Maximum 200 Words (Address all bullet points above)

This application is not for repairs/construction of waterways facilities damaged by a declared natural disaster.

# ATTACHMENT E-3

**Waterway Assistance Program FY2026**

## PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

| | |
|---|---|
| **Project Title:** | Riverside Park Seawall Replacement Phase I |
| **Applicant:** | City of New Smyrna Beach |

| **Project Elements**<br>*(Please list the MAJOR project elements and provide general costs for each one. )* | **Total Estimated Cost** | **Applicant's Cost**<br>(To the nearest $50) | **FIND Cost**<br>(To the nearest $50) |
|---|---|---|---|
| Design, Engineering, & Permitting (25% Pre-agreement Expenses) | $ 211,200 | $ 158,400 | $ 52,800 |
| Design, Engineering, & Permitting | $ 211,200 | $ 105,600 | $ 105,600 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| | | | |
|---|---|---|---|
| ****TOTALS =** | $ 422,400 | $ 264,000 | $ 158,400 |

FIND Form No. 25-20, Rule 66B-2.006, F.A.C. (effective date 1-1-25)

# ATTACHMENT E-4

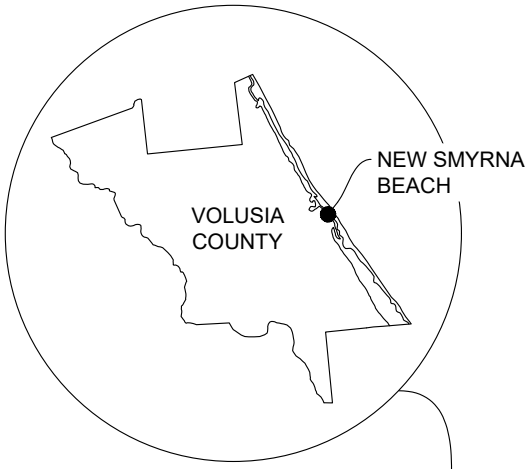
**Waterways Assistance Program FY2026**

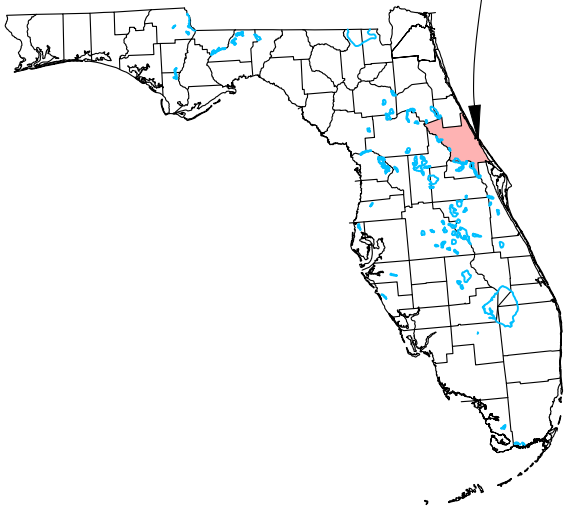
## PROJECT TIMELINE

| | |
|---|---|
| **Project Title:** | Riverside Park Seawall Replacement Phase I |
| **Applicant:** | City of New Smyrna Beach |

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction. NOTE: All funded activities must begin AFTER October 1st or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses.

| Timeline | Project Component |
|---|---|
| April 2026 – September 2027 | Design, Engineering, and Permitting |
| November 2027 | Bidding |
| January 2028 | Review Bids |
| February 2028 | Approve Contractor |
| March 2028 | Initiate Construction |
| March 2029 | Complete Construction and Close-out |






Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS
4643 S. Clyde Morris Blvd
Unit 302
Port Orange, FL 32129
Phone:(386) 304-6505
Fax:(386) 304-6506
www.dmces.com

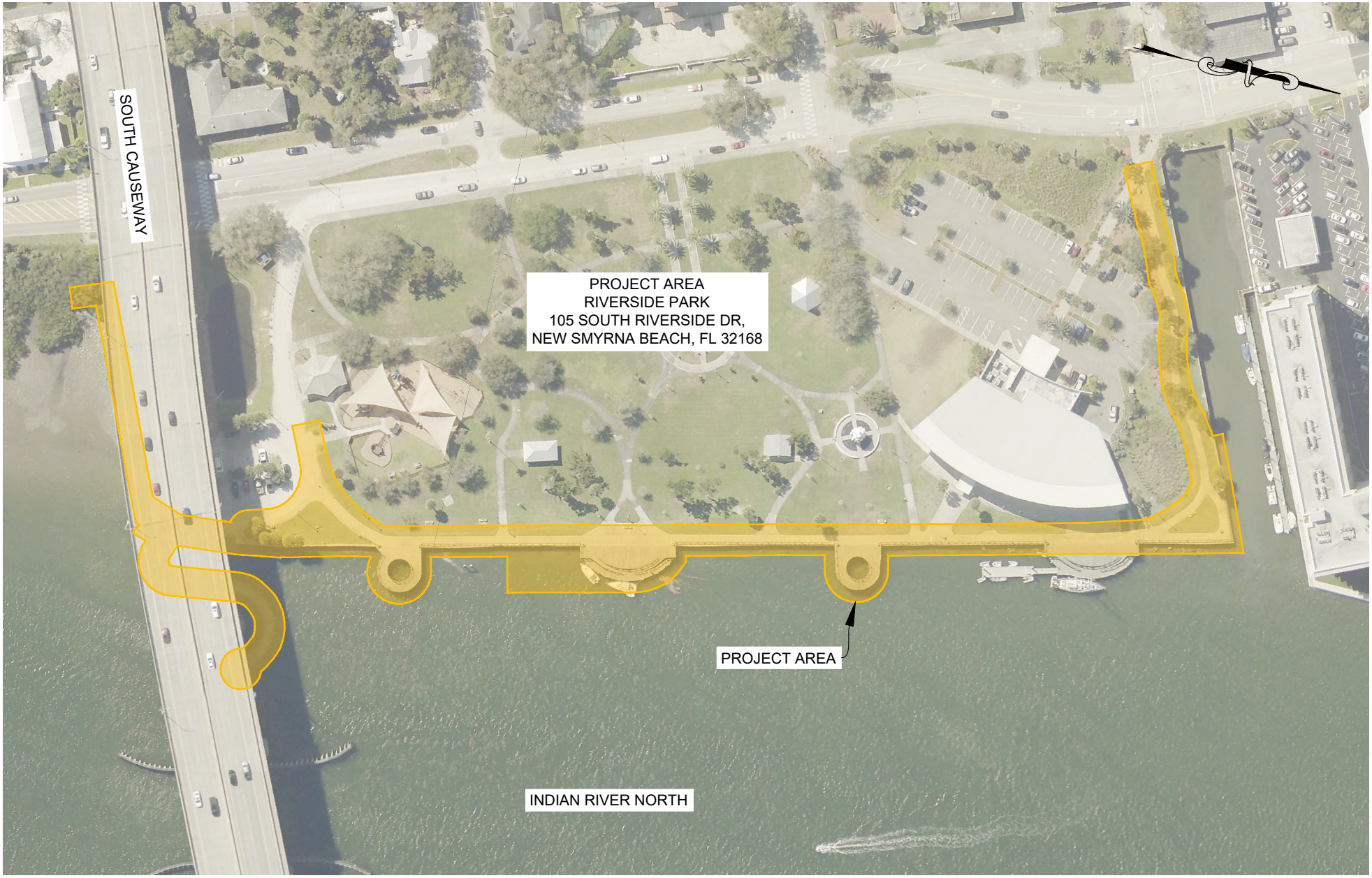
PROJECT NAME:
RIVERSIDE PARK
SEAWALL

APPLICANT:
CITY OF NEW SMYRNA BEACH

DRAWING:
COUNTY/CITY LOCATION MAP

DMC JOB NO.
-

| | | | |
|---|---|---|---|
| DRAWN - | CAD C3D | DRAWING NO. | 1 OF 3 |
| CHECKED - | SCALE AS SHOWN | | |
| APPROVED - | DATE 03-26-2026 | | |




NEW SMYRNA BEACH

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4643 S. Clyde Morris Blvd
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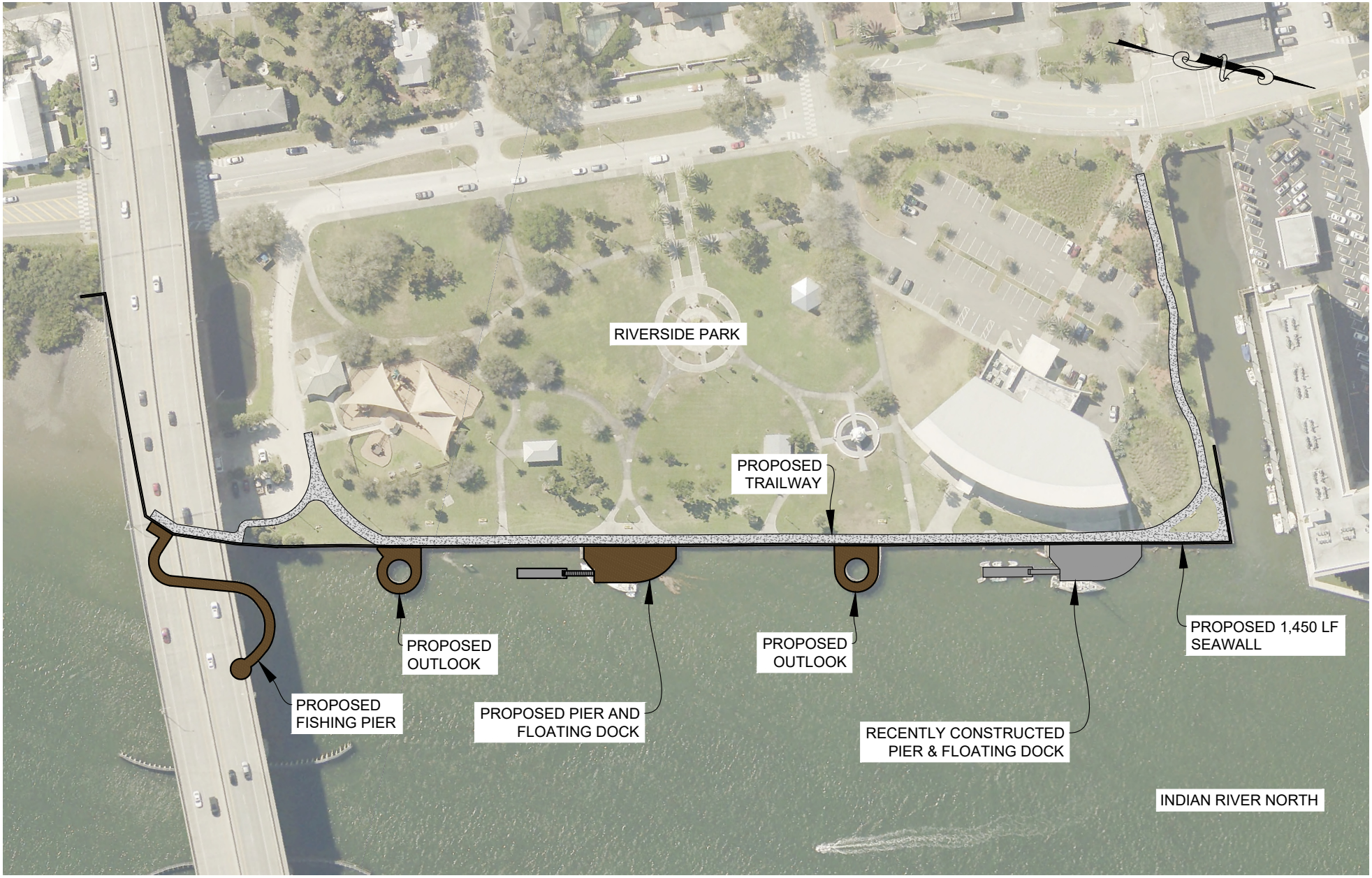
PROJECT NAME:
RIVERSIDE PARK
SEAWALL

APPLICANT:
CITY OF NEW SMYRNA BEACH

DRAWING:
BOUNDARY MAP

DMC JOB NO.
-

| | | |
|---|---|---|
| DRAWN - | CAD C3D | DRAWING NO. |
| CHECKED - | SCALE AS SHOWN | 2 OF 3 |
| APPROVED - | DATE 03-26-2026 | |




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Fax:(386) 304-6506
www.dmces.com

PROJECT NAME:
RIVERSIDE PARK SEAWALL

APPLICANT:
CITY OF NEW SMYRNA BEACH

DRAWING:
SITE DEVELOPMENT MAP

DMC JOB NO.
-

| | | | |
|---|---|---|---|
| DRAWN - | CAD C3D | DRAWING NO. | |
| CHECKED - | SCALE AS SHOWN | 3 OF 3 | |
| APPROVED - | DATE 03-26-2026 | | |

**RESOLUTION NO. 09-26**

**A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT FOR A GRANT FOR THE RIVERSIDE PARK SEAWALL REPLACEMENT PHASE I; PROVIDING FOR CERTIFICATIONS TO FLORIDA INLAND NAVIGATION DISTRICT; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

***WHEREAS,*** the City of New Smyrna Beach is interested in carrying out the following described project for the enjoyment of the citizenry of New Smyrna Beach and the State of Florida:

Project Title: Riverside Park Seawall Replacement, Phase I

Total Estimated Cost: $422,400

Brief Description of Project: Replacement of approximately 1,450 linear feet of an aging and structurally failing seawall, repair or replacement of three existing public piers and docks, redesign of the fishing pier located beneath the South Causeway Bridge, installation of a new floating dock to accommodate transient boaters, and improvements to the waterfront sidewalk with a multi-use trail.

***WHEREAS,*** Florida Inland Navigation District financial assistance is required for the program mentioned above and the City seeks to apply for such assistance.

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

**SECTION 1:** ***Authorization to Execute Application for Financial Assistance.*** That the City Commission hereby authorizes the City Manager to execute the application to Florida Inland Navigation District on behalf of the City of New Smyrna Beach for financial assistance in the amount of 37.5% of the actual cost of the project. Said form of application is more particularly described as follows:

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

**SECTION 2:** ***Certification to Florida Inland Navigation District.*** The City of New Smyrna Beach certifies to the Florida Inland Navigation District:

A. That it will accept the terms and conditions set forth in F.I.N.D. Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

B. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

C. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of New Smyrna Beach for public use.

D. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P.L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by person with disabilities as well as other federal, state and local laws, rules and requirements.

E. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

F. That it will make available to Florida Inland Navigation District if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final ten percent (10%) of the funding agreed to by F.I.N.D.

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

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

**APPROVED AS TO FORM AND CORRECTNESS:**

**/s/CARRIE AVALLONE**
**City Attorney**

**DATE: April 21, 2026**



## WATERWAYS ASSISTANCE PROGRAM

# APPLICATION PACKAGE

## Part 2. Attachment E



Florida Inland Navigation District

**FY 2026-2027**

## WATERWAYS ASSISTANCE PROGRAM

# APPLICATION PACKAGE

## Part 2. Attachment E

The following attachments E-1 through E-6, in addition to the requirements of items 7 through 9 of the application checklist, constitute your formal application.

**SUBMIT THE APPLICATION INFORMATION IN THE ORDER LISTED ON THE CHECKLIST.**

**Applications must be received by the District by 4:30 p.m. on March 30, 2026.**

## Application Submission:

Electronic copies (2 separate attachments per instructions):

Attachment 1: Items 1-9, and Attachment 2: Items 10-12



**Electronic submission via email to:**

**CKelley@aicw.org**

**(pdf file size 15MB or less)**

**Application must be received by the deadline, no exceptions.**

# Attachment E - Applicant Tips Sheet

**(Mistakes Common to the application process and how to avoid them)**

## SCHEDULING

The new application is available by January each year, and District funding is available AFTER October 1st of each year. Applicants should plan their schedule to avoid commonly missed deadlines: Application due -- 30th of March; Property control/Technical sufficiency items – 18th of May, Permits – 21st of September. (Staff suggestion: Begin to secure property control and permits PRIOR to applying for funding.)

## PROPERTY CONTROL VERIFICATION

Please have your attorney complete and sign the form in the application verifying applicant property control. In the case of leases or management agreements, please forward a copy to the District well in advance of the deadline to verify consistency with our program rules. (Staff suggestion: Resolve this requirement outside the application "window".)

## PROJECT COSTS ELIGIBILITY

Please note the eligible project costs in Rule Section 66B-2.008, F.A.C. If you are not sure about an item's eligibility, ask! Note: Any ineligible cost, including in-house project management and administration, is also not eligible for an applicant's match. Make sure you have delineated your required minimum cost-share on the project cost estimate. (Staff suggestion: If you have questions about the eligibility of an item, work up a mock cost-sheet and send it to our office well before the deadline.)

## COST-SHARE

Although the applicant must provide a minimum of 50% of the total project costs (25% for eligible public navigation dredging), there is no specific requirement to split each item. (Staff suggestion: You may want to organize project elements in a certain manner for easier accounting.)

## PRE-AGREEMENT EXPENSES

Rule 66B-2.005(3), F.A.C. requires any activity in the submitted project cost estimate occurring PRIOR to October 1st to be considered as pre-agreement expenses. The Board's past philosophy has been to fund only those projects that require District funding assistance to be completed. It is best to avoid pre-agreement expenses if possible. Note: Pre-agreement expenses must be limited to 50% or less of the total project costs, and they are eligible for only ½ of the original District funding. (Example: A project with a total cost of $200,000 is Board-approved for one-half construction PRIOR to October 1st. In this case, District funding will be limited as follows: Only 50% of the $100,000 project cost prior to October 1st is eligibleas project expenses (i.e. $50,000). Then only ½ of the eligible project expenses ($50,000) are eligible for District funding assistance (i.e. $25,000).

## SUBMITTED MATERIALS & JUNE PRESENTATION

The Board must review and evaluate every application and each year we receive about 90 applications for consideration. The final product for the Board's review is two 8-1/2" x 11" spiral-bound notebooks containing the essential information for the application. NOTE: Make sure your final submitted material is the same material you will be presenting to the Board at our June meeting. This will avoid confusion and strengthen your presentation. (Staff suggestion: Limit the submitted materials to the requested information, in the required format and make sure it is consistent with your June presentation. Do not submit additional material at the June presentation!)

## ELECTRONIC SUBMISSIONS

Grant applications are ONLY being accepted by email. Grant applications shall be submitted via email as two (2) pdf attachments (15mb max size and see attachment instructions on the next page). Make sure to label your pdf attachments with the applicant and project title. You will receive a confirmation email letting you know that your application has been received. Email your completed application to CKelley@aicw.org

**Applications must be received by the District by 4:30 p.m. on March 30, 2026.**

# ATTACHMENT E-1
## Waterways Assistance Program FY2026
## **Applicant Checklist**

| | |
|---|---|
| Project Title: | Riverside Park Seawall Replacement Phase I |
| Applicant: | City of New Smyrna Beach |

This checklist and the other items listed below in items 1 through 11 constitute your application. The required information shall be submitted in the order listed.

Electronic copies (2 separate PDF files per instructions – PDF File 1: Items 1-8, PDF File 2: Items 9-11) shall be emailed (15mb maximum file size) to CKelley@aicw.org. Applications must be received by the deadline, no exceptions.

| | | YES | NO |
|---|---|---|---|
| 1. | District Commissioner Review (prior to March 4th) (***NOTE*: <u>For District Commissioner initials ONLY!)</u> (District Commissioner must initial the yes line on this checklist for the application to be deemed complete)** | JRD | ___ |
| 2. | Application Checklist Attachment E-1 (Form No. 25-10, 2 pages) **(Form must be signed and dated)** | ◉ | ○ |
| 3. | Application and Evaluation Worksheet Attachment E-2 (Form No. 25-15) **(First Page of Form Must be Signed)** | ◉ | ○ |
| 4. | Project Cost Estimate Attachment E-3 (Form No. 25-20, 1 page) (**Must be on District form)** | ◉ | ○ |
| 5. | Project Timeline Attachment E-4 (Form No. 25-25, 1 page) | ◉ | ○ |
| 6. | County/City Location Map | ◉ | ○ |
| 7. | Project Boundary Map | ◉ | ○ |
| 8. | Clear and Detailed Site Development Plan Map | ◉ | ○ |

**Continued on Next Page**

| | YES | NO |
|---|---|---|
| 9. Official Resolution Form Attachment E-5 (Form No. 25-30, 2 pages)(Resolution must be on District Form and includes items 1-6) | ○ | ◉ |
| 10. Attorney's Certification (Land Ownership) Attachment E-6 (Form No. 25-35, 1 page) | ○ | ◉ |
| 11. Copies of all Required Permits: ACOE, DEP, WMD (Requirement of Construction & Dredging Projects) | ○ | ◉ |

The undersigned, as applicant, acknowledges that Items 1 through 11 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, March 30, 2026. By May 18, 2026, my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 11 is due to the District no later than September 21, 2026. If the information in Item 11 is not submitted to the District office by September 21, 2026, I am aware that my application will be removed from any further funding consideration by the District.

| Dhilan Patel | Grants Manager |
|---|---|
| Print Liaison Name | Title |
| Dhilan Patel | 03/27/2026 |
| Liaison Signature | Date |

**FIND OFFICE USE ONLY**

Date Received: _____

Local FIND Commissioner Review _____

All Required Supporting Documents: _____

Applicant Eligibility: _____

Project Eligibility _____ Available Score: _____

Compliance with Rule 66B-2 F.A.C.: _____

_____

Eligibility of Project Cost: _____

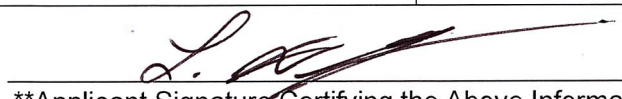
# ATTACHMENT E-2

Waterways Assistance Program FY2026

## Application and Evaluation Worksheet

| | |
|---|---|
| Local Sponsor: City of New Smyrna Beach | Department: City Manager |
| Project Title: Riverside Park Seawall Replacement Phase I | Use "Phase I" for Design Projects. Use "Phase II" for Construction if you received FIND funding for Phase I Work. |
| Project Director: Kevin Cowper | Email: kcowper@cityofnsb.com |
| Grant Liaison: (If Different from Director) Dhilan Patel | Email: dpatel@dmces.com |
| Mailing Address: 210 Sams Avenue | |
| City: New Smyrna Beach | Zip Code: 32168 |
| Phone Number: (386) 410-2616 | |
| Project Address: 105 South Riverside Drive, New Smyrna Beach, FL, 32168 | |

| | |
|---|---|
| Requested FIND Funding: | $158,400 |
| Eligible Matching Funds Amount: | $264,000 |
| Match Percentage: | 37.5% |
| Total Project Costs: | $422,400 |
| Applicant's Funding Source: | City General Funds |



**Applicant Signature Certifying the Above Information**

Larry Wheatcraft

Print Name

**Project Summary: Maximum 200 Words**

The Riverside Park Seawall & Docks Replacement Phase 1 project is for the design, engineering, and permitting at Riverside Park to rehabilitate and modernize critical public waterfront infrastructure along a FIND-designated waterway in the City of New Smyrna Beach.

The project includes the replacement of approximately 1,450 linear feet of an aging and structurally failing seawall, repair or replacement of three existing public piers and docks, redesign of the fishing pier located beneath the South Causeway Bridge, installation of a new floating dock to accommodate transient boaters, and improvements to the waterfront sidewalk with a multi-use trail.

The project will stabilize the shoreline, reduce erosion and sediment migration into the adjacent navigable channel, eliminate navigational hazards, and preserve safe public access to the waterway. By protecting channel conditions and enhancing public docking and fishing facilities, the project directly supports navigability, public use, and the long-term stewardship mission of the Florida Inland Navigation District.

1. Priority Category:

a) Choose one priority category of this project from the application instructions based upon the predominant cost of the project elements.

Item 7: Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facility.

b) Explain how the project fits into this priority category

The project fits into this priority category by replacing failing, shoreline stabilization seawall infrastructure and several docking and recreational pier facilities. The project also includes adding a new floating boat mooring facility for transient and local boaters utilizing the ICW.

c) Explain how the project relates to the District's Waterways and the mission of the Florida Inland Navigation District.

The replacement of the failing seawall at Riverside Park constitutes a public shoreline stabilization project that directly benefits the District's waterway channels by preventing shoreline erosion and sediment migration into the adjacent navigable waterway. Replacement of the Piers and adding a new floating dock provides additional waterways access.

2. Ownership of Project Site:

Own ☑ Leased ☐ Other ☐

If leased or other, please describe lease or terms and conditions:

N/A

3. Has the District previously provided assistance funding to this project or site?

Yes ☑ No ☐

4. If yes, please list the project name, number and funding amount received:

Project Name: Brannon Center ADA Dock Replacement (Completed 2026)
Project Number: VO-NSB-24-E
Funding Amount Received: Awarded $141,583.50; Currently working on reimbursement request

5. What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.) if applicable?

Riverside Park currently provides public shoreline access via existing fixed and floating docks and a fishing pier along a FIND designated waterway. Up to 2 additional new boat mooring/slips will be added for use by transient and local boaters. Access is primarily pedestrian and water dependent, supporting shoreline fishing, transient docking, and waterfront viewing.

6. How many additional ramps, slips, parking spaces or other access features will be added by this project, and what is the approximate number of registered vessels estimated to use the constructed project?

One additional floating dock to allow access from the waterway to the park and its amenities for transient boaters. At any given time up to three registered vessels may use the floating docks to access the park. Three existing fishing docks and one fishing pier will be examined for repair or replacement as a part of this project. Finally, a 12-foot multi-use trail is proposed along the seawall for pedestrian and bicycle use.

7. Public Usage & Benefits:

a) What public access or navigational benefit to the District's waterways will result from this project? How will this project enhance public access to the District's waterways, and what specific navigational benefits will it provide to the community?

The seawall replacement and repair or replacement of existing docks and the fishing pier at Riverside Park will enhance public access to the District's waterways by preserving public docking and fishing facilities, while providing navigational benefits through shoreline stabilization, reduced sedimentation, and elimination of potential channel hazards. The project supports navigability, protects public investment, and advances FIND's mission to enhance waterways for use.

b) What is the current demand for public access or navigation facilities in the area, and how does this project address unmet needs or improve upon existing facilities?

Demand for public access and navigation facilities at Riverside Park remains strong due to its location along a FIND designated waterway; however, a failing seawall and aging dock and pier infrastructure currently limits safe and reliable use. This project addresses immediate needs by stabilizing the shoreline longterm, rehabilitating and restoring old public docks, and rehabilitating the fishing pier, thereby improving public access, enhancing navigational safety, and ensuring the long term functionality of existing public waterway facilities.

c) How does the project fit within regional or local maritime management plans, public access initiatives, or comprehensive plans, and how does it contribute to broader public usage goals?

The Riverside Park project directly implements the City of New Smyrna Beach Comprehensive Plan by advancing Coastal Management and Recreation and Open Space policies. The project aligns with regional waterway management goals by reducing erosion and sedimentation while improving public docks, fishing access, and transient boating facilities. Collectively, these improvements expand safe public access, protect navigability, and support long term public use of a FIND designated waterway.

d) Has the local Sponsor implemented or plans to implement any boating access, speed zone, commercial access or other restrictive use in the area of this site?

The City of New Smyrna Beach recently completed a Brannon Center ADA Dock Replacement in early 2026 at this site, and discovered the failing seawall during construction. The City does not have any other current plans to implement boating access, speed zones, commercial access, or other restrictive uses in the area of this site.

8. Fees & Maintenance:

Are there any fees associated with the use of this facility? Yes ☐ No ☑

If answered Yes:

a) List or provide a fee schedule.

N/A

b) Provide a listing of the fees charged by similar facilities, public and private, in the project area.

N/A

c) Pursuant to Rule 66B-2.004(11), if there are any fees, please explain how these fees are tracked and what they are used for.

N/A

d) Clearly demonstrate how the project will continue to be maintained and funded after initial funding is completed.

Upon completion, all improvements at Riverside Park will be maintained by the City of New Smyrna Beach through its existing Maintenance Operations and Parks/Public Works programs. The City currently performs routine cleaning and repairs at this facility and will continue to fund ongoing maintenance through adopted operating budgets.

9. Please list all Environmental Resource Permits required for this project:

| Agency | Y/N | Date Applied | Date Received |
|---|---|---|---|
| Water Management District | N | N/A | N/A |
| Dept of Environmental Protection | Y | Will be applied for | N/A |
| USACE | Y | Will be applied for | N/A |

**10. a) Construction**

This question is to be answered **only** if this application is for a **Construction** project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

---

PERMITTING:

- Have all required environmental permits been applied for? (USACE, DEP and WMD) If permits are NOT required, explain why not.
- Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.
- For Phase I design, permitting, and engineering projects, please provide a general cost estimate for the future Phase II construction work.

CONSTRUCTION TECHNIQUES:

- What is the design life of the project and proposed materials?
- What considerations, if any, have been made for storm surge and hurricane impacts in the design and life span of this project?

**Construction Project**: Maximum 200 Words (Address all bullet points above)

PERMITTING:

• For Phase I design, permitting, and engineering projects, please provide a general cost estimate for the future Phase II construction work. RESPONSE:

| Construction Component | Cost |
|---|---|
| Mobilization/Demobilization | $ 300,000 |
| Seawall/Railing | $ 4,350,000 |
| Pier/Dock Structures | $ 1,000,000 |
| Access Trail and Lighting | $ 1,200,000 |
| Total | $ 6,850,000 |

**10. b) Environmental Education**

This question is to be answered **only** if this application is for an Environmental Education project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

---

DILIGENCE:

- Who is the primary target audience or user group for the project and how were they identified?
- How have the needs of the target audience been evaluated and met?
- How many people will the program serve on an annual basis? What will be the measurable results?
- Describe the materials and project deliverables to be produced by this project.
- Describe the plan for dissemination of the materials produced through the project,

EXPERIENCE & QUALIFICATIONS:

- Please briefly describe the qualifications of the program administrator(s), including prior experience, and areas of expertise.
- What previous projects of this nature have been completed by the program manager?

PROJECT GOALS:

- What are the long-term goals of this project as it relates to the ICW?
- What is the expected duration/frequency of this program?

**Environmental Education Project**: Maximum 400 Words (Address all bullet points above)

This application is not an Environmental Education project.

**10. c) Law Enforcement and Boating Safety Projects**

This question is to be answered **only** if this application is for Law Enforcement and Boating Safety projects.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

---

WATERWAY RELATIONSHIP:

- Describe how the project will enhance boating access, safety, or enforcement efforts on the waterway, and address the identified needs or benefits for public safety.

EXPERIENCE & QUALIFICATIONS:

- List the personnel tasked with the implementation of this project, their qualifications, previous training and experience.

DELIVERABLES:

- Describe the project deliverables and why this particular law enforcement vessel, equipment or facility improvements was selected or are necessary.

AREA OF COVERAGE

- What is the range or area of coverage for this project?

**Law Enforcement and Boating Safety Project**: Maximum 200 Words (Address all bullet points above)

This application is not a law enforcement and boating safety project.

**10. d) Inlet or Public Navigation**

This question is to be answered **only** if this application is for an Inlet or Public Navigation dredging project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

---

WATERWAY RELATIONSHIP:

- Will the project inhibit sediment inflow into, or reduce the dredging frequency of the Intracoastal Waterway channel?
- How does the project directly benefit the Intracoastal Waterway channel?
- Identify any long-term sedimentation problems and briefly discuss any methods or activities that will address these issues.

PUBLIC ACCESS

- Describe in brief detail how the project will enhance public access to or from the Intracoastal Waterway? List the upstream publicly accessible facilities with improved access because of this project.

BENEFICIAL PROJECT ELEMENTS:

- Describe any economic benefits to be realized by implementing this project.

PROJECT MAINTENANCE:

- When was this area last dredged? What is the expected frequency of future dredging? Where will the dredged material be relocated to?

**Inlet or Public Navigation Project**: Maximum 200 Words (Address all bullet points above)

This project is not an inlet or public navigation dredging project.

**10. e) Beach Renourishment**

This question is to be answered **only** if this application is for a Beach Renourishment project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

---

WATERWAY RELATIONSHIP:

- Describe how the District and other navigation interests will benefit from the implementation of this project.

VIABILITY:

- Is the project site defined as critically eroded area by a statewide beach management plan?
- Cite the quantifiable rate of erosion in this area.
- Is the project an important component of an overall beach management effort?

PUBLIC BENEFITS:

- Are there quantifiable public benefits demonstrated by the project?
- Is there adequate public access to the project area? Please describe location and amount.

PROJECT FUNDING:

- Describe any assistance funding from other sources.
- Clarify the availability of long-term funding for this project.

**Beach Renourishment Project**: Maximum 200 Words (Address all bullet points above)

This project is not a beach renourishment project.

**11. Disaster Relief**

This question is to be answered **only** if this application is for repairs/construction of waterways facilities damaged by a declared natural disaster.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

---

STORM DAMAGE EVALUATION:

- List the State of Emergency declaration order or proclamation & the name and date of the storm/event. [Pursuant to State of emergency declared under Chapter 252, F.S.]
- Describe the extent of the damage that was caused due to the storm/event and any Construction/Resiliency Improvements planned for the project.
- What is the current status of your FEMA paperwork for the project?

PROJECT FUNDING:

- Describe the other funding mechanisms and financial assistance that will be applied to defray the reconstruction costs or damage repair

**Disaster Relief Project**: Maximum 200 Words (Address all bullet points above)

This application is not for repairs/construction of waterways facilities damaged by a declared natural disaster.

# ATTACHMENT E-3

**Waterway Assistance Program FY2026**

## PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

| | |
|---|---|
| **Project Title:** | Riverside Park Seawall Replacement Phase I |
| **Applicant:** | City of New Smyrna Beach |

| **Project Elements**<br>*(Please list the MAJOR project elements and provide general costs for each one. )* | **Total Estimated Cost** | **Applicant's Cost**<br>(To the nearest $50) | **FIND Cost**<br>(To the nearest $50) |
|---|---|---|---|
| Design, Engineering, & Permitting (25% Pre-agreement Expenses) | $ 211,200 | $ 158,400 | $ 52,800 |
| Design, Engineering, & Permitting | $ 211,200 | $ 105,600 | $ 105,600 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| | | | |
|---|---|---|---|
| ****TOTALS =** | $ 422,400 | $ 264,000 | $ 158,400 |

FIND Form No. 25-20, Rule 66B-2.006, F.A.C. (effective date 1-1-25)

# ATTACHMENT E-4

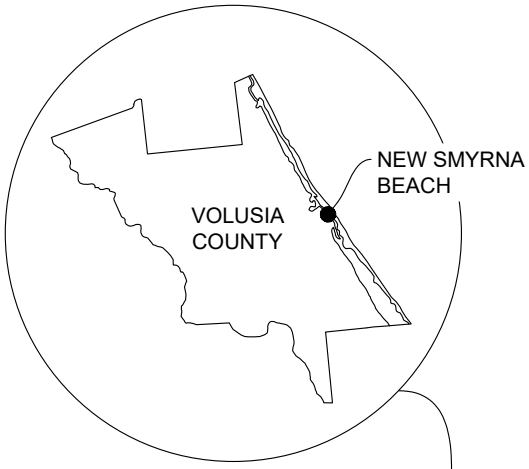
**Waterways Assistance Program FY2026**

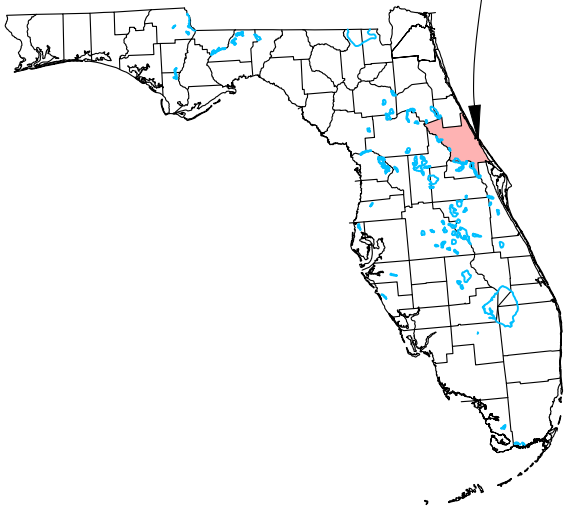
## PROJECT TIMELINE

| | |
|---|---|
| **Project Title:** | Riverside Park Seawall Replacement Phase I |
| **Applicant:** | City of New Smyrna Beach |

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction. NOTE: All funded activities must begin AFTER October 1st or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses.

| Timeline | Project Component |
|---|---|
| April 2026 – September 2027 | Design, Engineering, and Permitting |
| November 2027 | Bidding |
| January 2028 | Review Bids |
| February 2028 | Approve Contractor |
| March 2028 | Initiate Construction |
| March 2029 | Complete Construction and Close-out |






Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS
4643 S. Clyde Morris Blvd
Unit 302
Port Orange, FL 32129
Phone:(386) 304-6505
Fax:(386) 304-6506
www.dmces.com

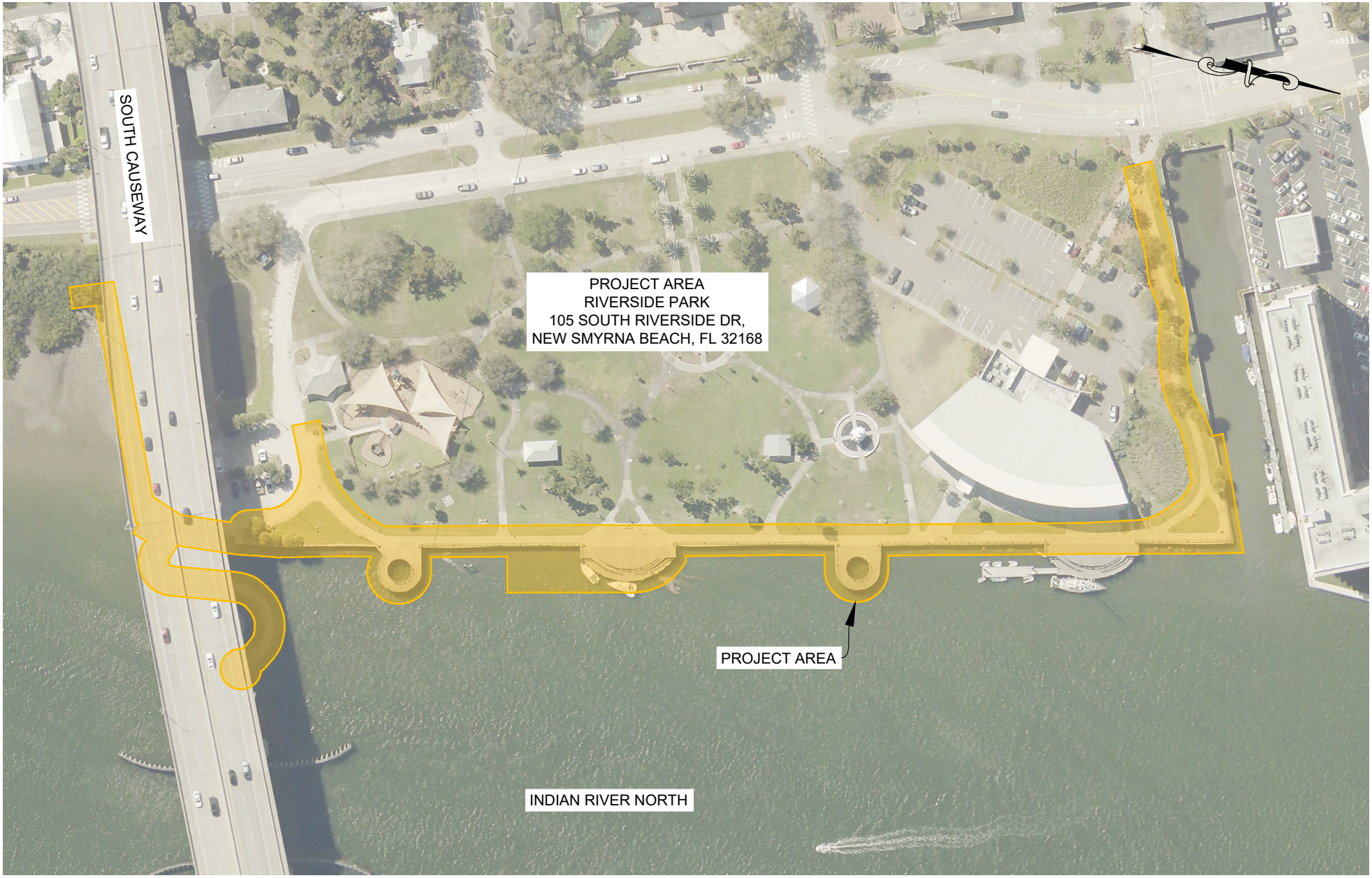
PROJECT NAME:
RIVERSIDE PARK
SEAWALL

APPLICANT:
CITY OF NEW SMYRNA BEACH

DRAWING:
COUNTY/CITY LOCATION MAP

DMC JOB NO.
-

| | | | |
|---|---|---|---|
| DRAWN - | CAD C3D | DRAWING NO. | 1 OF 3 |
| CHECKED - | SCALE AS SHOWN | | |
| APPROVED - | DATE 03-26-2026 | | |




NEW SMYRNA BEACH

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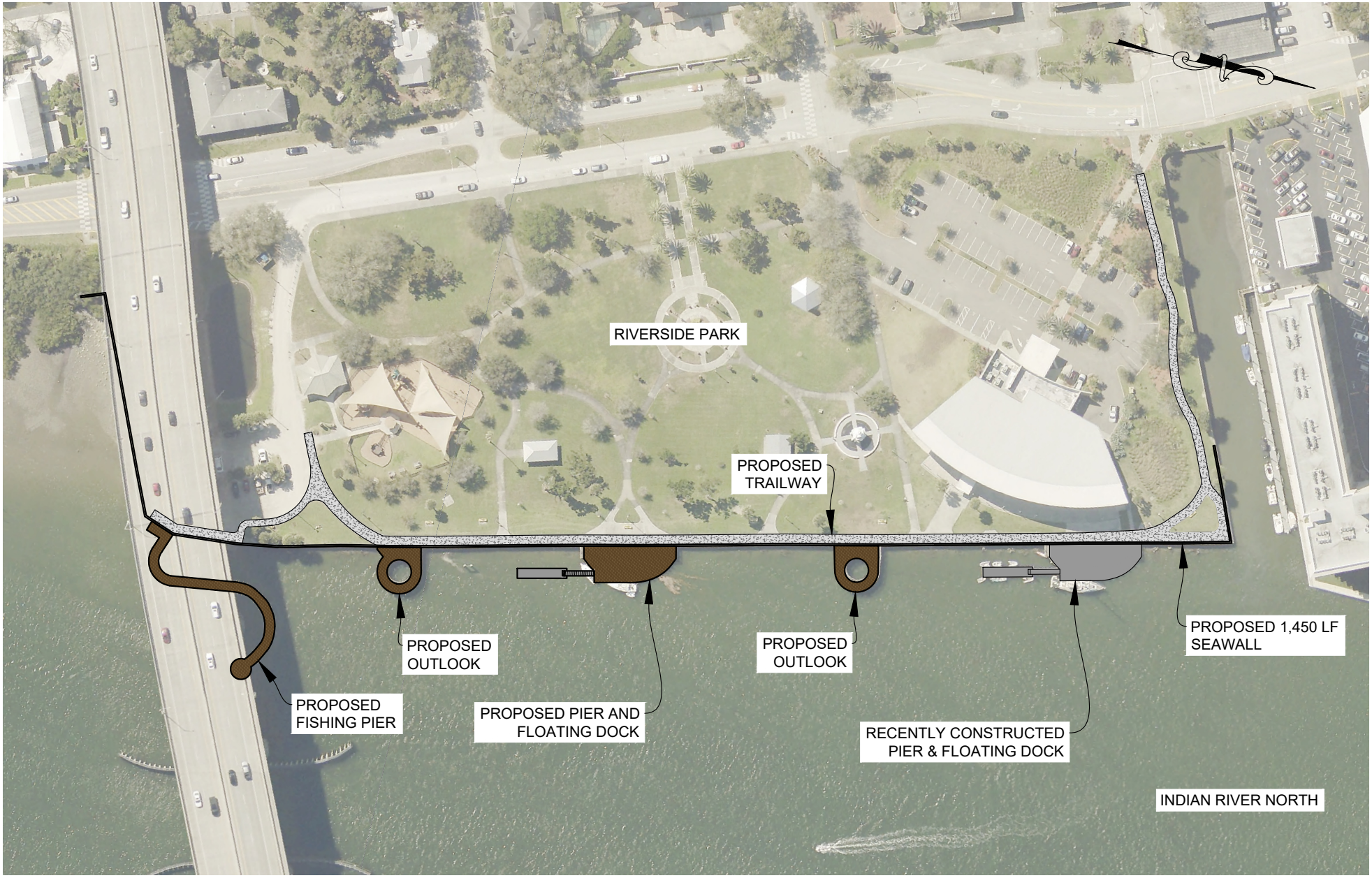
PROJECT NAME:
RIVERSIDE PARK
SEAWALL

APPLICANT:
CITY OF NEW SMYRNA BEACH

DRAWING:
BOUNDARY MAP

DMC JOB NO.
-

| | | |
|---|---|---|
| DRAWN - | CAD C3D | DRAWING NO. |
| CHECKED - | SCALE AS SHOWN | 2 OF 3 |
| APPROVED - | DATE 03-26-2026 | |




NEW SMYRNA BEACH

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Fax:(386) 304-6506
www.dmces.com

PROJECT NAME:
RIVERSIDE PARK SEAWALL

APPLICANT:
CITY OF NEW SMYRNA BEACH

DRAWING:
SITE DEVELOPMENT MAP

DMC JOB NO.
-

| | | | |
|---|---|---|---|
| DRAWN - | CAD C3D | DRAWING NO. | 3 OF 3 |
| CHECKED - | SCALE AS SHOWN | | |
| APPROVED - | DATE 03-26-2026 | | |

**THE CITY OF NEW SMYRNA BEACH - PUBLIC WORKS**

**RESOLUTION NO. 10-26: CONSIDER THE ADOPTION OF RESOLUTION, WHICH, IF ADOPTED, WOULD APPROVE THE MEMORANDUM OF AGREEMENT (MOA) WITH FLORIDA DEPARTMENT OF TRANSPORTATION FOR HIGHWAY MAINTENANCE.**

**April 28, 2026**

---

**Background:**

In May of 2020 the City signed a 3-year Memorandum of Agreement with FDOT to maintain the roadside area and medians on the State Highway within the limits of New Smyrna Beach. Essentially thru out US1 and SR44. The city is responsible for the ROW maintenance of said FDOT highways. As part of the original (3) year term it may be renewed for an additional (3) year term. FDOT agrees to pay the City of New Smyrna Beach $82,335.48 per year for the duration of the term. Attached is the original MOA that was signed in May of 2020 as well as the renewal that was signed in June of 2023. This agreement will constitute a new MOA for a three-year term ending 2029, with the ability for it to be renewed through 2032.

**Fiscal Analysis:**

.

**Strategic Plan Item:**

No

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

**Attachments:**

AT414 MOA with NSB.pdf
ASH58 MOA_2020-2023.pdf
ASH58 MOA 2023-2026.pdf
Res 10-26 Highway Maintenance MOA.pdf

# HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

**CONTRACT NO.: AT414**

**FINANCIAL PROJECT NO.: 416592-1-78-03**

This AGREEMENT, entered this _____ day of _____, 20____, by and between the Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and the City of New Smyrna Beach, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the **LOCAL GOVERNMENT**.

## RECITALS

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT,** for the purpose of safety and functionality**,** has constructed roadway, roadside areas, and medians on that part of the State Highway system within the limits of the **LOCAL GOVERNMENT** or adjacent to;

WHEREAS, the **LOCAL GOVERNMENT** acknowledges that there is mutual benefit in effectively maintaining these areas and the **LOCAL GOVERNMENT** is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained;

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party;

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution _____ dated the _____day of_____, 20____ attached hereto as **EXHIBIT"A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

**NOW THEREFORE,** for and in consideration of mutual benefits to flow each to each other, the parties covenant and agree as follows:

## PROVISIONS

1) The **LOCAL GOVERNMENT** shall be responsible for routine maintenance activities of all roadway features within the **DEPARTMENT's** right of way having limits described in **EXHIBIT "B"**, or subsequent amended limits mutually agreed upon in writing by both parties. For the purpose of this Agreement, the maintenance activities to be performed by the **LOCAL GOVERNMENT** are defined in **EXHIBIT "C"**, or as defined by amended definitions agreed upon in writing by both parties.

2) The **LOCAL GOVERNMENT** shall perform the maintenance activities as described in **EXHIBIT "C"** in accordance with **DEPARTMENT** publications**:**

    a) Maintenance Rating Program (MRP) Handbook, latest edition, which by reference hereto shall become a part hereof. The activities shall be performed in a manner that results in a minimum MRP score of 80.

b) Standard Plans, current edition, which by reference hereto shall become a part hereof.

3) The **LOCAL GOVERNMENT** shall be responsible for monitoring maintenance operations and the maintenance of traffic ("MOT") throughout the term of the Agreement in accordance with the latest edition of FDOT Standard Specifications, Section 102. The **LOCAL GOVERNMENT** is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Standard Plans, Index 102-600 series.

4) The **DEPARTMENT** may, at its discretion, perform periodic inspections of any or all locations. If it is determined that any of the roadway features defined in **EXHIBIT "C"** are not being maintained as required by this Agreement, the **DEPARTMENT** will issue a notice of such deficiency to the **LOCAL GOVERNMENT's** point of contact by email or certified mail. The **LOCAL GOVERNMENT** shall have thirty (30) days to correct the deficiency (ies) and to notify the **DEPARTMENT** by email or certified mail, that the deficiency (ies) has been corrected. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:

   a) Maintain the roadway features declared deficient with the **DEPARTMENT** or **DEPARTMENT** Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the **LOCAL GOVERNMENT**; or
   b) Terminate this Agreement in accordance with the provisions of this Agreement.

5) In the event of a Governor Declared Emergency, a natural disaster or significant occurrence (hurricane, tornado, vehicle accident, hazardous waste spills, etc.) the **LOCAL GOVERNMENT** and the **DEPARTMENT** will cooperate and coordinate the use of their respective resources to provide for clean up, removal, and disposal of debris or other substances from the **DEPARTMENT's** right of way described in **EXHIBIT "B"** or any amended limits mutually agreed upon in writing by both parties hereto. The **DEPARTMENT** will not deduct any payment to the **LOCAL GOVERNMENT**, costs for impairment of performance of any activity or part thereof defined in **EXHIBIT "C"**, as a result of such event and the redirection of **LOCAL GOVERNMENT** forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the **LOCAL GOVERNMENT's** right to compensation or reimbursement from any other sources (i.e.: FEMA) for the debris removal or other activities of the **LOCAL GOVERNMENT** subsequent to a natural disaster or accident.

6) During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this Agreement. Some of these projects may involve the **DEPARTMENT's** construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the **DEPARTMENT** will notify the **LOCAL GOVERNMENT** of the limits of the project and the time frame for that project. During that time and for those limits, the **LOCAL GOVERNMENT** may be released from its obligation to perform maintenance on those roads and the compensation to be paid under this Agreement may be reduced for the duration of the construction project. The reduction in compensation shall be based on the formula used to initially compute the amount of compensation under this Agreement. The **LOCAL GOVERNMENT** will be notified of the amount of the reduction as part of the aforementioned notice.

## TERM

1) After this Agreement has been executed by the parties, the **DEPARTMENT** will issue a Notice to Proceed to the **LOCAL GOVERNMENT which may be sent by electronic mail at the DEPARTMENT's discretion**. The term of this Agreement commences on the effective date of the Notice to Proceed and will continue for a period of three (3) years from the effective date on the Notice to Proceed. This Agreement may be renewed for a period that may not exceed one three (3) year term.

2) A renewal may be made at the discretion of the **DEPARTMENT** and will be subject to the same terms and conditions set forth in this Agreement. A renewal shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds. Renewals must be mutually agreed upon by both parties and in writing and must be executed prior to the expiration date of its preceding term.

3) In the event this Agreement extends beyond the **DEPARTMENT's** current Fiscal year that begins July 1 of each year and ends June 30 of each succeeding year, the **LOCAL GOVERNMENT** and the **DEPARTMENT** mutually agree that the State of Florida's performance and obligation to pay under this contract is contingent upon and annual appropriation by the Legislature. In addition, Section 339.135(6)(a), Florida Statutes, is incorporated by reference, and is set forth herein below as follows:

*F.S. "339.135(6)(a)"- The Department, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves any expenditure of money in excess of the amounts budgeted as available for expenditure during such Fiscal Year. Any Contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid under such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such Contract or any other binding commitment of funds. Nothing herein shall prevent the making of Contracts for periods exceeding one (1) year, but any Contract so made shall be executory only for the value of services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all Contracts of the Department which are for an amount in excess of $25,000 and having a term for a period of more than one year.*

## COMPENSATION

1) The **DEPARTMENT** agrees to pay the **LOCAL GOVERNMENT,** following a Notice to Proceed, compensation for the cost of maintenance as described in the Provisions Section of this Agreement. The payment will be for the amount of $20,583.50 per quarter, equating to $82,334.00 per year for the duration of the term.

2) Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes. Detailed quarterly invoices and any associated documents, including Maintenance Management Systems (MMS) breakdown of all activities, shall be submitted to the **DEPARTMENT's** Project Administrator: Tammy Wright. Delivery shall be effective upon receipt of a proper quarterly invoice and any required associated documents.

   a) Upon receipt, the **DEPARTMENT** has seven (7) working days to inspect and approve the goods and services, unless otherwise specified herein. The **DEPARTMENT** has twenty (20) days to

deliver a request for payment (voucher) to the Department of Finance. The twenty (20) days are measured from the latter of the date the invoice is received, at the location stated herein, or the goods and services are received, inspected and approved.

b) Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes. Section 215.422(5), Florida Statutes, provides that all purchasing Agreements between a State agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the State's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.

c) If payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **LOCAL GOVERNMENT.** Interest penalties of less than one ($1.00) dollar shall not be enforced unless the **LOCAL GOVERNMENT** requests payment. Invoices, which have been returned to the **LOCAL GOVERNMENT** because of **LOCAL GOVERNMENT** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is received by the **DEPARTMENT.**

d) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline, 1-800-342-2762.

3) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

4) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request of the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **LOCAL GOVERNMENT's** general accounting records and project records, together with supporting documents and records of the **LOCAL GOVERNMENT**, all subcontractors performing work, and all other records of the **LOCAL GOVERNMENT** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

## CONDITIONS FOR TERMINATION

1) This Agreement or any part thereof is subject to termination at the discretion of the **DEPARTMENT** under any of the following conditions:
   a) In the event the Legislature fails to make an annual appropriation to pay for the **LOCAL GOVERNMENT's** services to be performed hereunder.
   b) The **LOCAL GOVERNMENT** has not complied with the provisions of this Agreement as described herein, or has demonstrated a pattern of repeated non-compliance.
   c) The **DEPARTMENT** determines that the Agreement is no longer feasible.

2) Either party may terminate this Agreement in writing with thirty (30) days' notice.

## NOTICES AND POINTS OF CONTACT

All correspondence regarding this Agreement shall be directed to the following points of contact:

a) For the **DEPARTMENT**:

**Title: Maintenance Manager - Contracts**
Name: James (Jim) Read
Address: 1650 North Kepler Road Deland, FL 32724
Telephone: 386-740-3482
Email: James.Read@dot.state.fl.us

b) For the **LOCAL GOVERNMENT:**

**Title: Director of Public Works**
Name: David Ray
Address: 124 Industrial Park Avenue New Smyrna Beach, FL 32168
Telephone: 386-424-2202
Email: dray@cityofnsb.com

## ADDITIONAL PROVISIONS AND LEGAL REQUIREMENTS

1) **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
   a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
   b) The **LOCAL GOVERNMENT** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
   c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.
   d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT's** right-of-way.
   e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.

2) **PUBLIC ENTITY CRIME.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The **LOCAL GOVERNMENT** agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

3) **UNAUTHORIZED ALIENS.** The **DEPARTMENT** will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

4) **NON-DISCRIMINATION.** The **LOCAL GOVERNMENT** will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The **LOCAL GOVERNMENT** shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The **LOCAL GOVERNMENT** shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

5) **DISCRIMINATORY VENDOR LIST.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The **LOCAL GOVERNMENT** further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

6) **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.

7) **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.

8) **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

9) **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

10) **NON-ASSIGNMENT.** The **LOCAL GOVERNMENT** may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the **DEPARTMENT**. Any assignment, sublicense, or transfer occurring without the required prior written approval of the **DEPARTMENT** will be null and void. The **DEPARTMENT** will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida, upon giving prior written notice to the **LOCAL GOVERNMENT**. In the event

that the **DEPARTMENT** approves transfer of the **LOCAL GOVERNMENT's** obligations, the **LOCAL GOVERNMENT** remains responsible for all work performed and all expenses incurred in connection with this Agreement.

11) The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor / subcontractor / consultant / subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents or employees."

12) **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

13) **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

14) **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the **LOCAL GOVERNMENT** and the authorized officer of the **DEPARTMENT** or his/her delegate.

15) **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

16) **E-VERIFY – the LOCAL GOVERNMENT shall:**
   a) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **LOCAL GOVERNMENT** during the term of the contract; and
   b) expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

*The remainder of this page is intentionally left blank*

17) The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

**EXECUTION**

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed the day and year first above written.

**LOCAL GOVERNMENT:**

By: _____

_____
Printed Name & Title

Attest: _____

_____
Printed Name & Title

Legal Approval: _____

**DEPARTMENT:**

By: _____

Ron J. Meade, P.E., District Maintenance Engineer
Printed Name & Title

Attest: _____

Kristen M. Webb, Maintenance Project Manager
Printed Name & Title

Legal Approval: _____

**EXHIBIT A**

**Resolution, following on next page.**

## EXHIBIT B

## PROJECT LIMITS:

| SECTION | S.R. | LOCATION | LENGTH |
|---|---|---|---|
| 79010 | 5 | From the southern city limits (MP) 16.636 to the northern city limits (MP 23.132) | 6.496 mi |
| 79010 | 5 | Pond: Under SR 44 (MP 17.981) | - |
| 79070 | 44 | From SR 9/I-95 (MP 25.208) to 6th Street (MP 31.310) | 6.102 mi |
| 79070 | 44 | Pond: Left side @ MP 27.249 | - |
| 79070 | 44 | Pond #7: Left side @ MP 27.278 | - |
| 79070 | 44 | Pond #8: Right side @ MP 28.108 | - |
| 79070 | 44 | Pond #9: Left side @ MP 28.414 | - |
| 79070 | 44 | Pond #10: Right side @ MP 28.414 | - |
| 79070-001 | BUS 44 | From Lytle Street (MP 0.000) to SR / US 1 (MP 0.934) | 0.934 mi |
| 79070-002 | BUS 44 | From SR44 (MP 0.000) to Lytle Street (MP 0.142) | 0.142 mi |
| 79070-003 | 44 | Frontage Road: From SR 5/ US 1 (MP 0.000) to SR 44 (MP 0.125) | 0.125 mi |
| 79070-004 | 44 | Frontage Road: From SR 44 (MP 0.00) to SR 5/ US 1 (MP 0.126) | 0.126 mi |
| 79170 | 44 | From Riverside Drive (MP 0.000) to Desoto Drive (MP 1.000) | 1.000 mi |
| 79170-100 | 44 | From Desoto Drive (MP 0.000) to Peninsula Avenue (MP 0.437) | 0.437 mi |

## EXHIBIT C

### MAINTENANCE ACTIVITIES:
### (Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)

| INC. | ACTIVITY | DESCRIPTION |
|---|---|---|
| ☐ | 433 | **Sodding:** Cutting and placing sod in areas along the roadside associated with reworking non-paved shoulders, slopes, ditches, median islands, utility strips and repairing washouts. |
| ☐ | 435 | **Seeding, Fertilizing and Mulching:** Seeding, fertilizing, and mulching of the roadside. |
| ☐ | 436 | **Reworking Non-Paved Shoulders, Front Slopes, and Roadside Ditches (Mechanical):** Reworking non-paved shoulders, front slopes, roadside ditches and turnouts either by the addition of suitable material and reshaping, or by cutting down built-up areas. |
| ☐ | 451 | **Clean Drainage Structures:** Cleaning storm drains, French drains, manholes, side drains, cross drains, inlets, piped outfalls, box culverts, and other miscellaneous drain structures. |
| ☐ | 459 | **Concrete Sidewalk Repair:** Repair or replacement of existing sections of concrete sidewalk. |
| ☐ | 461 | **Roadside Ditches – Clean and Reshape:** Cleaning and reshaping of ditches other than outfalls. |
| ☒ | 471 | **Large Machine Mowing:** Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination. |
| ☒ | 482 | **Slope Mowing:** Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors. |
| ☒ | 485 | **Small Machine Mowing:** Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less. |
| ☐ | 487 | **Manual Weed Control**: Brush, weed, and grass cutting 100 mm (4”) or less in diameter performed with hand tools. |
| ☐ | 490 | **Fertilizing:** Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf. |
| ☒ | 492 | **Tree Trimming & Removal:** The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site. |
| ☐ | 493 | **Landscaped Area Maintenance:** All efforts required for proper maintenance of landscaped areas, including litter removal, mowing, edging, fertilizing, weeding, mulching, etc. |
| ☐ | 494 | **Chemical Grass and Weed Control**: The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas. |

| | | |
|---|---|---|
| ☐ | 498 | **Storm Water Management:** To maintain, to the maximum extent practicable, all surface/storm water management systems to a functioning state as designed and in compliance with the permit conditions and/or applicable rules and regulations. |
| ☐ | 527 | **Fence Repair:** To provide highway safety and deter unauthorized and unrestrained access to highway facilities. |
| ☒ | 541 | **Roadside Litter Removal:** Cleaning roadways and roadsides of debris, such as cans, bottles, paper, Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels. |
| ☐ | 542 | **Road Sweeping (Manual):** To remove debris from the roadway where mechanical means are not feasible before a drainage or safety problem is created or before it becomes unsightly. |
| ☒ | 543 | **Road Sweeping (mechanical):** Machine sweeping of roadway to protect the facility from excessive accumulation of debris. |
| ☒ | 545 | **Edging & Sweeping:** Removal of vegetation and debris from the curb, gutter and sidewalk. |
| ☐ | | |
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# HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

**CONTRACT NO.: ASH58**

**FINANCIAL PROJECT NO.:416592-1-78-02**

This AGREEMENT, entered this 22nd day of May, 2020, by and between the Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and the City of New Smyrna Beach, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the **LOCAL GOVERNMENT**.

## RECITALS

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT,** for the purpose of safety and functionality, has constructed roadway, roadside areas, and medians on that part of the State Highway system within the limits of the **LOCAL GOVERNMENT** or adjacent to;

WHEREAS, the **LOCAL GOVERNMENT** acknowledges that there is mutual benefit in effectively maintaining these areas and the **LOCAL GOVERNMENT** is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained;

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party;

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution 18-20 dated the 12Th day of May, 2020 attached hereto as **EXHIBIT"A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

**NOW THEREFORE,** for and in consideration of mutual benefits to flow each to each other, the parties covenant and agree as follows:

## PROVISIONS

1) The **LOCAL GOVERNMENT** shall be responsible for routine maintenance activities of all roadway features within the **DEPARTMENT's** right of way having limits described in **EXHIBIT "B"**, or subsequent amended limits mutually agreed upon in writing by both parties. For the purpose of this Agreement, the maintenance activities to be performed by the **LOCAL GOVERNMENT** are defined in **EXHIBIT "C"**, or as defined by amended definitions agreed upon in writing by both parties.

2) The **LOCAL GOVERNMENT** shall perform the maintenance activities as described in **EXHIBIT "C"** in accordance with **DEPARTMENT** publications:

   a) Maintenance Rating Program (MRP) Handbook, latest edition, which by reference hereto shall become a part hereof. The activities shall be performed in a manner that results in a minimum MRP score of 80.

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b) Standard Plans, current edition, which by reference hereto shall become a part hereof.

3) The **LOCAL GOVERNMENT** shall be responsible for monitoring maintenance operations and the maintenance of traffic ("MOT") throughout the term of the Agreement in accordance with the latest edition of FDOT Standard Specifications, Section 102. The **LOCAL GOVERNMENT** is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Standard Plans, Index 102-600 series.

4) The **DEPARTMENT** may, at its discretion, perform periodic inspections of any or all locations. If it is determined that any of the roadway features defined in **EXHIBIT "C"** are not being maintained as required by this Agreement, the **DEPARTMENT** will issue a notice of such deficiency to the **LOCAL GOVERNMENT's** point of contact by email or certified mail. The **LOCAL GOVERNMENT** shall have thirty (30) days to correct the deficiency (ies) and to notify the **DEPARTMENT** by email or certified mail, that the deficiency (ies) has been corrected. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:

   a) Maintain the roadway features declared deficient with the **DEPARTMENT** or **DEPARTMENT** Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the **LOCAL GOVERNMENT**; or
   b) Terminate this Agreement in accordance with the provisions of this Agreement.

5) In the event of a Governor Declared Emergency, a natural disaster or significant occurrence (hurricane, tornado, vehicle accident, hazardous waste spills, etc.) the **LOCAL GOVERNMENT** and the **DEPARTMENT** will cooperate and coordinate the use of their respective resources to provide for clean up, removal, and disposal of debris or other substances from the **DEPARTMENT's** right of way described in **EXHIBIT "B"** or any amended limits mutually agreed upon in writing by both parties hereto. The **DEPARTMENT** will not deduct any payment to the **LOCAL GOVERNMENT**, costs for impairment of performance of any activity or part thereof defined in **EXHIBIT "C"**, as a result of such event and the redirection of **LOCAL GOVERNMENT** forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the **LOCAL GOVERNMENT's** right to compensation or reimbursement from any other sources (i.e.: FEMA) for the debris removal or other activities of the **LOCAL GOVERNMENT** subsequent to a natural disaster or accident.

6) During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this Agreement. Some of these projects may involve the **DEPARTMENT's** construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the **DEPARTMENT** will notify the **LOCAL GOVERNMENT** of the limits of the project and the time frame for that project. During that time and for those limits, the **LOCAL GOVERNMENT** may be released from its obligation to perform maintenance on those roads and the compensation to be paid under this Agreement may be reduced for the duration of the construction project. The reduction in compensation shall be based on the formula used to initially compute the amount of compensation under this Agreement. The **LOCAL GOVERNMENT** will be notified of the amount of the reduction as part of the aforementioned notice.

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## TERM

1) After this Agreement has been executed by the parties, the **DEPARTMENT** will issue a Notice to Proceed to the **LOCAL GOVERNMENT which may be sent by electronic mail at the DEPARTMENT's discretion**. The term of this Agreement commences on the effective date of the Notice to Proceed and will continue for a period of three (3) years from the effective date on the Notice to Proceed. This Agreement may be renewed for a period that may not exceed one three (3) year term.

2) A renewal may be made at the discretion of the **DEPARTMENT** and will be subject to the same terms and conditions set forth in this Agreement. A renewal shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds. Renewals must be mutually agreed upon by both parties and in writing and must be executed prior to the expiration date of its preceding term.

3) In the event this Agreement extends beyond the **DEPARTMENT's** current Fiscal year that begins July 1 of each year and ends June 30 of each succeeding year, the **LOCAL GOVERNMENT** and the **DEPARTMENT** mutually agree that the State of Florida's performance and obligation to pay under this contract is contingent upon and annual appropriation by the Legislature. In addition, Section 339.135(6)(a), Florida Statutes, is incorporated by reference, and is set forth herein below as follows:

*F.S. "339.135(6)(a)"- The Department, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves any expenditure of money in excess of the amounts budgeted as available for expenditure during such Fiscal Year. Any Contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid under such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such Contract or any other binding commitment of funds. Nothing herein shall prevent the making of Contracts for periods exceeding one (1) year, but any Contract so made shall be executory only for the value of services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all Contracts of the Department which are for an amount in excess of $25,000 and having a term for a period of more than one year.*

## COMPENSATION

1) The **DEPARTMENT** agrees to pay the **LOCAL GOVERNMENT,** following a Notice to Proceed, compensation for the cost of maintenance as described in the Provisions Section of this Agreement. The payment will be for the amount of $11,387.25 per quarter, equating to $45,549.00 per year for the duration of the term.

2) Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes. Detailed quarterly invoices and any associated documents, including Maintenance Management Systems (MMS) breakdown of all activities, shall be submitted to the **DEPARTMENT's** Project Administrator: Chrsitopher Engels. Delivery shall be effective upon receipt of a proper quarterly invoice and any required associated documents.

   a) Upon receipt, the **DEPARTMENT** has seven (7) working days to inspect and approve the goods and services, unless otherwise specified herein. The **DEPARTMENT** has twenty (20) days to

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deliver a request for payment (voucher) to the Department of Finance. The twenty (20) days are measured from the latter of the date the invoice is received, at the location stated herein, or the goods and services are received, inspected and approved.

b) Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes. Section 215.422(5), Florida Statutes, provides that all purchasing Agreements between a State agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the State's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.

c) If payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **LOCAL GOVERNMENT.** Interest penalties of less than one ($1.00) dollar shall not be enforced unless the **LOCAL GOVERNMENT** requests payment. Invoices, which have been returned to the **LOCAL GOVERNMENT** because of **LOCAL GOVERNMENT** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is received by the **DEPARTMENT.**

d) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline, 1-800-342-2762.

3) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

4) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request of the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **LOCAL GOVERNMENT's** general accounting records and project records, together with supporting documents and records of the **LOCAL GOVERNMENT**, all subcontractors performing work, and all other records of the **LOCAL GOVERNMENT** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

## CONDITIONS FOR TERMINATION

1) This Agreement or any part thereof is subject to termination at the discretion of the **DEPARTMENT** under any of the following conditions:
   a) In the event the Legislature fails to make an annual appropriation to pay for the **LOCAL GOVERNMENT's** services to be performed hereunder.
   b) The **LOCAL GOVERNMENT** has not complied with the provisions of this Agreement as described herein, or has demonstrated a pattern of repeated non-compliance.
   c) The **DEPARTMENT** determines that the Agreement is no longer feasible.

2) Either party may terminate this Agreement in writing with thirty (30) days' notice.

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## NOTICES AND POINTS OF CONTACT

All correspondence regarding this Agreement shall be directed to the following points of contact:

a) For the **DEPARTMENT**:

**Title: Field Operations Manager**
Name: Christopher Engels
Address: 1650 North Kepler Rd. DeLand, FL 32724
Telephone: 386-740-3420
Email: christopher.engels@dot.state.fl.us

b) For the **LOCAL GOVERNMENT:**

**Title: Public Works Director**
Name: Faith Miller
Address: 124 Industrial Park Ave New Smyrna Beach, FL 32168
Telephone: 386-424-2205
Email: fmiller@cityofnsb.com

## ADDITIONAL PROVISIONS AND LEGAL REQUIREMENTS

1) **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
   a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
   b) The **LOCAL GOVERNMENT** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
   c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.
   d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT's** right-of-way.
   e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.

2) **PUBLIC ENTITY CRIME.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

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consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The **LOCAL GOVERNMENT** agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

3) **UNAUTHORIZED ALIENS.** The **DEPARTMENT** will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

4) **NON-DISCRIMINATION.** The **LOCAL GOVERNMENT** will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The **LOCAL GOVERNMENT** shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The **LOCAL GOVERNMENT** shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

5) **DISCRIMINATORY VENDOR LIST.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The **LOCAL GOVERNMENT** further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

6) **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.

7) **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.

8) **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

9) **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

10) **NON-ASSIGNMENT.** The **LOCAL GOVERNMENT** may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the **DEPARTMENT**. Any assignment, sublicense, or transfer occurring without the required prior written approval of the **DEPARTMENT** will be null and void. The **DEPARTMENT** will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida, upon giving prior written notice to the **LOCAL GOVERNMENT**. In the event

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that the **DEPARTMENT** approves transfer of the **LOCAL GOVERNMENT's** obligations, the **LOCAL GOVERNMENT** remains responsible for all work performed and all expenses incurred in connection with this Agreement.

11) The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor / subcontractor / consultant / subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents or employees."

12) **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

13) **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

14) **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the **LOCAL GOVERNMENT** and the authorized officer of the **DEPARTMENT** or his/her delegate.

15) **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

16) **E-VERIFY – the LOCAL GOVERNMENT shall:**

a) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **LOCAL GOVERNMENT** during the term of the contract; and

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

*The remainder of this page is intentionally left blank*

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17) The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

**EXECUTION**

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed the day and year first above written.

**LOCAL GOVERNMENT:**

By: _____

Russ Owen, Mayor
Printed Name & Title

Attest: _____

Kelly McGuillen, City Clerk
Printed Name & Title

Legal Approval: _____

**DEPARTMENT:**

By: DocuSigned by: _____
Loreen Bobo, P.E., Director of Transportation Development
~~Alan Hyman, P.E., Director of Transportation Operations~~

Attest: DocuSigned by: _____
Norma Mejias
Norma Mejias, Administrative Assistant
Printed Name & Title

Legal Approval: DocuSigned by: _____

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# EXHIBIT A

**Resolution, following on next page.**

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**RESOLUTION NO. 18-20**

**A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH AUTHORIZING THE MAYOR TO EXECUTE CONTRACT NO. ASH58, HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR TRANSMITTING A CERTIFIED COPY OF THIS RESOLUTION AND THE EXECUTED APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORATION; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

***WHEREAS,*** the City Commission wishes to enter into Contract ASH58, Highway Maintenance Memorandum of Agreement with the Florida Department of Transportation; and

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

**SECTION 1:** ***Authorization.*** That the Mayor is hereby authorized to execute on behalf of the City of New Smyrna Beach a Highway Maintenance Memorandum of Agreement between the City of New Smyrna Beach and the Florida Department of Transportation. Said Highway Maintenance Memorandum of Agreement is more particularly described as follows:

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

**SECTION 2:** ***Transmittal.*** That the City Clerk shall, in accordance with the directions of the Mayor, send a certified copy of this Resolution and the executed Highway Maintenance Memorandum of Agreement between the City of New Smyrna Beach and the Florida Department of Transportation to the State of Florida Department of Transportation.

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

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

**APPROVED AS TO FORM AND CORRECTNESS:**

Carrie Avallone

**CARRIE AVALLONE**
**City Attorney**

**DATE:** 5/5/2020

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The Within and Foregoing Resolution No. 18-20 as introduced and read before the City Commission of the City of New Smyrna Beach, Florida, at its Regular Meeting held at City Hall in said City on May 12, 2020. Motion was made by Commissioner McGuirk, 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 MICHAEL KOLODY | Yes |
| COMMISSIONER JASON MCGUIRK | Yes |
| COMMISSIONER RANDY HARTMAN | 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. 18-20

DocuSign Envelope ID: E9349B77-5B85-48F5-8996-E6DE5D72E1A9

# EXHIBIT B

## PROJECT LIMITS:

| SECTION | S.R. | LOCATION | LENGTH |
|---|---|---|---|
| 79010 | 5 | From the southern City limits (MP 16.636) to the northern City limits (MP 23.132) | 6496 mi |
| 79010 | 5 | Pond: Under SR 44 (MP 17.981) | - |
| 79070 | 44 | From SR 9/ I-95 (MP 25.208) to 6th Street (MP 31.310) | 6.102 mi |
| 79070 | 44 | Pond: Left side @ MP 27.249 | - |
| 79070 | 44 | Pond #7: Left side @ MP 27.278 | - |
| 79070 | 44 | Pond #8: Right side @ MP 28.108 | - |
| 79070 | 44 | Pond #9: Left side @ MP 28.414 | - |
| 79070 | 44 | Pond #10: Right side @ MP 28.414 | - |
| 79070-001 | BUS 44 | From Lytle Street (MP 0.000) to SR / US 1 (MP 0.934) | 0.934 mi |
| 79070-002 | BUS 44 | From SR 44 (MP 0.000) to Lytle Street (MP 0.142) | 0.142 mi |
| 79070-003 | 44 | Frontage Road: From SR 5/ US 1 (MP 0.000) to SR 44 (MP 0.125) | 0.125 mi |
| 79070-004 | 44 | Frontage Road: From SR 44 (MP 0.000) to SR 5/ US 1 (MP 0.126) | 0.126 mi |
| 79170 | 44 | From Riverside Drive (MP 0.000) to Desoto Drive (MP 1.000) | 1.000 mi |
| 79170-100 | 44 | From Desoto Drive (MP 0.000) to Peninsula Avenue (MP 0.437) | 0.437 mi |

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# EXHIBIT C

## MAINTENANCE ACTIVITIES:

**(Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)**

| INC. | ACTIVITY | DESCRIPTION |
|---|---|---|
| ☐ | 433 | **Sodding:** Cutting and placing sod in areas along the roadside associated with reworking non-paved shoulders, slopes, ditches, median islands, utility strips and repairing washouts. |
| ☐ | 435 | **Seeding, Fertilizing and Mulching:** Seeding, fertilizing, and mulching of the roadside. |
| ☐ | 436 | **Reworking Non-Paved Shoulders, Front Slopes, and Roadside Ditches (Mechanical):** Reworking non-paved shoulders, front slopes, roadside ditches and turnouts either by the addition of suitable material and reshaping, or by cutting down built-up areas. |
| ☐ | 451 | **Clean Drainage Structures:** Cleaning storm drains, French drains, manholes, side drains, cross drains, inlets, piped outfalls, box culverts, and other miscellaneous drain structures. |
| ☐ | 459 | **Concrete Sidewalk Repair:** Repair or replacement of existing sections of concrete sidewalk. |
| ☐ | 461 | **Roadside Ditches – Clean and Reshape:** Cleaning and reshaping of ditches other than outfalls. |
| ☒ | 471 | **Large Machine Mowing:** Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination. |
| ☐ | 482 | **Slope Mowing:** Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors. |
| ☒ | 485 | **Small Machine Mowing:** Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less. |
| ☐ | 487 | **Manual Weed Control**: Brush, weed, and grass cutting 100 mm (4") or less in diameter performed with hand tools. |
| ☐ | 490 | **Fertilizing:** Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf. |
| ☐ | 492 | **Tree Trimming & Removal:** The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site. |
| ☐ | 493 | **Landscaped Area Maintenance:** All efforts required for proper maintenance of landscaped areas, including litter removal, mowing, edging, fertilizing, weeding, mulching, etc. |
| ☐ | 494 | **Chemical Grass and Weed Control**: The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas. |

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| | | |
|---|---|---|
| ☐ | 498 | **Storm Water Management:** To maintain, to the maximum extent practicable, all surface/storm water management systems to a functioning state as designed and in compliance with the permit conditions and/or applicable rules and regulations. |
| ☐ | 527 | **Fence Repair:** To provide highway safety and deter unauthorized and unrestrained access to highway facilities. |
| ☒ | 541 | **Roadside Litter Removal:** Cleaning roadways and roadsides of debris, such as cans, bottles, paper, Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels. |
| ☐ | 542 | **Road Sweeping (Manual):** To remove debris from the roadway where mechanical means are not feasible before a drainage or safety problem is created or before it becomes unsightly. |
| ☒ | 543 | **Road Sweeping (mechanical):** Machine sweeping of roadway to protect the facility from excessive accumulation of debris. |
| ☒ | 545 | **Edging & Sweeping:** Removal of vegetation and debris from the curb, gutter and sidewalk. |
| ☐ | | |
| ☐ | | |
| ☐ | | |

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# CONTRACT RENEWAL

375-020-23
CONTRACTS ADMINISTRATION
OGC - 04/06

Contract No.: ASH58 Renewal: (1st, 2nd, etc.) 1st & Final

Financial Project No(s).: 416592-1-78-02

County(ies): Volusia

This Agreement made and entered into this 14th day of June, 2023, by and between the State of Florida Department of Transportation, hereinafter called "Department", and the City of Nw Smyrna Beach hereinafter called "Contractor".
(This date to be entered by DOT only.)

**WITNESSETH:**

WHEREAS, the Department and the Contractor heretofore on this 20th day of June, 2020 entered into an Agreement whereby the Department retained the Contractor to perform routine maintenance activities in locations as described in Exhibits B & C in the original Agreement; and
(This date to be entered by DOT only)

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree to a renewal of said original Agreement for a period beginning the 20th day of June, 2023 and ending the 19th day of June, 2026 at a cost of $136,647.00.

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth above.

The City of New Smyrna Beach
Name of Contractor

Khalid Resheidat, City Manager
Contractor Name and Title

BY: DocuSigned by: Khalid Resheidat 020FD920F1EF40F...
Authorized Signature

N/A (SEAL)
Name of Surety

City State

By: N/A
Florida Licensed Insurance Agent or Attorney-In-Fact (Signature) Date

Countersigned:
Florida Licensed Insurance Agent Date

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: DocuSigned by: Ron Meade 5B07E408C380427...
District Secretary or Designee (Signature)

Title: District Maintenance Engineer

Legal: DocuSigned by: Ryan Mahler A5148259631D422...

Fiscal: ---------
Approval as to Availability of Funds

**RESOLUTION NO. 10-26**

**A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH AUTHORIZING THE MAYOR TO EXECUTE CONTRACT NO. AT414, HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR TRANSMITTAL OF A CERTIFIED COPY OF THIS RESOLUTION AND THE EXECUTED APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORATION; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

***WHEREAS,*** the City Commission wishes to enter into Contract AT414, Highway Maintenance Memorandum of Agreement with the Florida Department of Transportation; and

**WHEREAS**, the City finds it to be in its best interest to enter into Contract AT414, Highway Memorandum of Agreement with the Florida Department of Transportation.

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

**SECTION 1:** ***Authorization.*** That the Mayor is hereby authorized to execute on behalf of the City of New Smyrna Beach a Highway Maintenance Memorandum of Agreement between the City of New Smyrna Beach and the Florida Department of Transportation. Said Highway Maintenance Memorandum of Agreement is more particularly described as follows:

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

**SECTION 2:** ***Transmittal.*** That the City Clerk shall, in accordance with the directions of the Mayor, send a certified copy of this Resolution and the executed Highway Maintenance Memorandum of Agreement between the City of New Smyrna Beach and the Florida Department of Transportation to the State of Florida Department of Transportation.

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

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

**APPROVED AS TO FORM AND CORRECTNESS:**

**/s/CARRIE AVALLONE**
**City Attorney**

**DATE: April 22, 2026**

FLORIDA DEPARTMENT OF TRANSPORTATION REV. 07/21/2021

# HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

**CONTRACT NO.: AT414**

**FINANCIAL PROJECT NO.: 416592-1-78-03**

This AGREEMENT, entered this _____ day of _____, 20____, by and between the Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and the City of New Smyrna Beach, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the **LOCAL GOVERNMENT**.

## RECITALS

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT,** for the purpose of safety and functionality**,** has constructed roadway, roadside areas, and medians on that part of the State Highway system within the limits of the **LOCAL GOVERNMENT** or adjacent to;

WHEREAS, the **LOCAL GOVERNMENT** acknowledges that there is mutual benefit in effectively maintaining these areas and the **LOCAL GOVERNMENT** is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained;

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party;

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution _____ dated the _____day of_____, 20____ attached hereto as **EXHIBIT"A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

**NOW THEREFORE,** for and in consideration of mutual benefits to flow each to each other, the parties covenant and agree as follows:

## PROVISIONS

1) The **LOCAL GOVERNMENT** shall be responsible for routine maintenance activities of all roadway features within the **DEPARTMENT's** right of way having limits described in **EXHIBIT "B"**, or subsequent amended limits mutually agreed upon in writing by both parties. For the purpose of this Agreement, the maintenance activities to be performed by the **LOCAL GOVERNMENT** are defined in **EXHIBIT "C"**, or as defined by amended definitions agreed upon in writing by both parties.

2) The **LOCAL GOVERNMENT** shall perform the maintenance activities as described in **EXHIBIT "C"** in accordance with **DEPARTMENT** publications**:**

    a) Maintenance Rating Program (MRP) Handbook, latest edition, which by reference hereto shall become a part hereof. The activities shall be performed in a manner that results in a minimum MRP score of 80.

b) Standard Plans, current edition, which by reference hereto shall become a part hereof.

3) The **LOCAL GOVERNMENT** shall be responsible for monitoring maintenance operations and the maintenance of traffic ("MOT") throughout the term of the Agreement in accordance with the latest edition of FDOT Standard Specifications, Section 102. The **LOCAL GOVERNMENT** is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Standard Plans, Index 102-600 series.

4) The **DEPARTMENT** may, at its discretion, perform periodic inspections of any or all locations. If it is determined that any of the roadway features defined in **EXHIBIT "C"** are not being maintained as required by this Agreement, the **DEPARTMENT** will issue a notice of such deficiency to the **LOCAL GOVERNMENT's** point of contact by email or certified mail. The **LOCAL GOVERNMENT** shall have thirty (30) days to correct the deficiency (ies) and to notify the **DEPARTMENT** by email or certified mail, that the deficiency (ies) has been corrected. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:

   a) Maintain the roadway features declared deficient with the **DEPARTMENT** or **DEPARTMENT** Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the **LOCAL GOVERNMENT**; or
   b) Terminate this Agreement in accordance with the provisions of this Agreement.

5) In the event of a Governor Declared Emergency, a natural disaster or significant occurrence (hurricane, tornado, vehicle accident, hazardous waste spills, etc.) the **LOCAL GOVERNMENT** and the **DEPARTMENT** will cooperate and coordinate the use of their respective resources to provide for clean up, removal, and disposal of debris or other substances from the **DEPARTMENT's** right of way described in **EXHIBIT "B"** or any amended limits mutually agreed upon in writing by both parties hereto. The **DEPARTMENT** will not deduct any payment to the **LOCAL GOVERNMENT**, costs for impairment of performance of any activity or part thereof defined in **EXHIBIT "C"**, as a result of such event and the redirection of **LOCAL GOVERNMENT** forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the **LOCAL GOVERNMENT's** right to compensation or reimbursement from any other sources (i.e.: FEMA) for the debris removal or other activities of the **LOCAL GOVERNMENT** subsequent to a natural disaster or accident.

6) During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this Agreement. Some of these projects may involve the **DEPARTMENT's** construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the **DEPARTMENT** will notify the **LOCAL GOVERNMENT** of the limits of the project and the time frame for that project. During that time and for those limits, the **LOCAL GOVERNMENT** may be released from its obligation to perform maintenance on those roads and the compensation to be paid under this Agreement may be reduced for the duration of the construction project. The reduction in compensation shall be based on the formula used to initially compute the amount of compensation under this Agreement. The **LOCAL GOVERNMENT** will be notified of the amount of the reduction as part of the aforementioned notice.

## TERM

1) After this Agreement has been executed by the parties, the **DEPARTMENT** will issue a Notice to Proceed to the **LOCAL GOVERNMENT which may be sent by electronic mail at the DEPARTMENT's discretion**. The term of this Agreement commences on the effective date of the Notice to Proceed and will continue for a period of three (3) years from the effective date on the Notice to Proceed. This Agreement may be renewed for a period that may not exceed one three (3) year term.

2) A renewal may be made at the discretion of the **DEPARTMENT** and will be subject to the same terms and conditions set forth in this Agreement. A renewal shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds. Renewals must be mutually agreed upon by both parties and in writing and must be executed prior to the expiration date of its preceding term.

3) In the event this Agreement extends beyond the **DEPARTMENT's** current Fiscal year that begins July 1 of each year and ends June 30 of each succeeding year, the **LOCAL GOVERNMENT** and the **DEPARTMENT** mutually agree that the State of Florida's performance and obligation to pay under this contract is contingent upon and annual appropriation by the Legislature. In addition, Section 339.135(6)(a), Florida Statutes, is incorporated by reference, and is set forth herein below as follows:

*F.S. "339.135(6)(a)"- The Department, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves any expenditure of money in excess of the amounts budgeted as available for expenditure during such Fiscal Year. Any Contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid under such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such Contract or any other binding commitment of funds. Nothing herein shall prevent the making of Contracts for periods exceeding one (1) year, but any Contract so made shall be executory only for the value of services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all Contracts of the Department which are for an amount in excess of $25,000 and having a term for a period of more than one year.*

## COMPENSATION

1) The **DEPARTMENT** agrees to pay the **LOCAL GOVERNMENT,** following a Notice to Proceed, compensation for the cost of maintenance as described in the Provisions Section of this Agreement. The payment will be for the amount of $20,583.50 per quarter, equating to $82,334.00 per year for the duration of the term.

2) Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes. Detailed quarterly invoices and any associated documents, including Maintenance Management Systems (MMS) breakdown of all activities, shall be submitted to the **DEPARTMENT's** Project Administrator: Tammy Wright. Delivery shall be effective upon receipt of a proper quarterly invoice and any required associated documents.

   a) Upon receipt, the **DEPARTMENT** has seven (7) working days to inspect and approve the goods and services, unless otherwise specified herein. The **DEPARTMENT** has twenty (20) days to

deliver a request for payment (voucher) to the Department of Finance. The twenty (20) days are measured from the latter of the date the invoice is received, at the location stated herein, or the goods and services are received, inspected and approved.

b) Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes. Section 215.422(5), Florida Statutes, provides that all purchasing Agreements between a State agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the State's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.

c) If payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **LOCAL GOVERNMENT.** Interest penalties of less than one ($1.00) dollar shall not be enforced unless the **LOCAL GOVERNMENT** requests payment. Invoices, which have been returned to the **LOCAL GOVERNMENT** because of **LOCAL GOVERNMENT** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is received by the **DEPARTMENT.**

d) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline, 1-800-342-2762.

3) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

4) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request of the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **LOCAL GOVERNMENT's** general accounting records and project records, together with supporting documents and records of the **LOCAL GOVERNMENT**, all subcontractors performing work, and all other records of the **LOCAL GOVERNMENT** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

## CONDITIONS FOR TERMINATION

1) This Agreement or any part thereof is subject to termination at the discretion of the **DEPARTMENT** under any of the following conditions:
   a) In the event the Legislature fails to make an annual appropriation to pay for the **LOCAL GOVERNMENT's** services to be performed hereunder.
   b) The **LOCAL GOVERNMENT** has not complied with the provisions of this Agreement as described herein, or has demonstrated a pattern of repeated non-compliance.
   c) The **DEPARTMENT** determines that the Agreement is no longer feasible.

2) Either party may terminate this Agreement in writing with thirty (30) days' notice.

## NOTICES AND POINTS OF CONTACT

All correspondence regarding this Agreement shall be directed to the following points of contact:

a) For the **DEPARTMENT**:

**Title: Maintenance Manager - Contracts**
Name: James (Jim) Read
Address: 1650 North Kepler Road Deland, FL 32724
Telephone: 386-740-3482
Email: James.Read@dot.state.fl.us

b) For the **LOCAL GOVERNMENT:**

**Title: Director of Public Works**
Name: David Ray
Address: 124 Industrial Park Avenue New Smyrna Beach, FL 32168
Telephone: 386-424-2202
Email: dray@cityofnsb.com

## ADDITIONAL PROVISIONS AND LEGAL REQUIREMENTS

1) **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
   a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
   b) The **LOCAL GOVERNMENT** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
   c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.
   d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT's** right-of-way.
   e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.

2) **PUBLIC ENTITY CRIME.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The **LOCAL GOVERNMENT** agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

3) **UNAUTHORIZED ALIENS.** The **DEPARTMENT** will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

4) **NON-DISCRIMINATION.** The **LOCAL GOVERNMENT** will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The **LOCAL GOVERNMENT** shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The **LOCAL GOVERNMENT** shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

5) **DISCRIMINATORY VENDOR LIST.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The **LOCAL GOVERNMENT** further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

6) **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.

7) **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.

8) **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

9) **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

10) **NON-ASSIGNMENT.** The **LOCAL GOVERNMENT** may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the **DEPARTMENT**. Any assignment, sublicense, or transfer occurring without the required prior written approval of the **DEPARTMENT** will be null and void. The **DEPARTMENT** will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida, upon giving prior written notice to the **LOCAL GOVERNMENT**. In the event

that the **DEPARTMENT** approves transfer of the **LOCAL GOVERNMENT's** obligations, the **LOCAL GOVERNMENT** remains responsible for all work performed and all expenses incurred in connection with this Agreement.

11) The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor / subcontractor / consultant / subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents or employees."

12) **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

13) **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

14) **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the **LOCAL GOVERNMENT** and the authorized officer of the **DEPARTMENT** or his/her delegate.

15) **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

16) **E-VERIFY – the LOCAL GOVERNMENT shall:**
   a) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **LOCAL GOVERNMENT** during the term of the contract; and
   b) expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

*The remainder of this page is intentionally left blank*

17) The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

**EXECUTION**

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed the day and year first above written.

**LOCAL GOVERNMENT:**

By: _____

_____
Printed Name & Title

Attest: _____

_____
Printed Name & Title

Legal Approval: _____

**DEPARTMENT:**

By: _____

Ron J. Meade, P.E., District Maintenance Engineer
Printed Name & Title

Attest: _____

Kristen M. Webb, Maintenance Project Manager
Printed Name & Title

Legal Approval: _____

**EXHIBIT A**

**Resolution, following on next page.**

# EXHIBIT B

## PROJECT LIMITS:

| SECTION | S.R. | LOCATION | LENGTH |
|---|---|---|---|
| 79010 | 5 | From the southern city limits (MP) 16.636 to the northern city limits (MP 23.132) | 6.496 mi |
| 79010 | 5 | Pond: Under SR 44 (MP 17.981) | - |
| 79070 | 44 | From SR 9/I-95 (MP 25.208) to 6th Street (MP 31.310) | 6.102 mi |
| 79070 | 44 | Pond: Left side @ MP 27.249 | - |
| 79070 | 44 | Pond #7: Left side @ MP 27.278 | - |
| 79070 | 44 | Pond #8: Right side @ MP 28.108 | - |
| 79070 | 44 | Pond #9: Left side @ MP 28.414 | - |
| 79070 | 44 | Pond #10: Right side @ MP 28.414 | - |
| 79070-001 | BUS 44 | From Lytle Street (MP 0.000) to SR / US 1 (MP 0.934) | 0.934 mi |
| 79070-002 | BUS 44 | From SR44 (MP 0.000) to Lytle Street (MP 0.142) | 0.142 mi |
| 79070-003 | 44 | Frontage Road: From SR 5/ US 1 (MP 0.000) to SR 44 (MP 0.125) | 0.125 mi |
| 79070-004 | 44 | Frontage Road: From SR 44 (MP 0.00) to SR 5/ US 1 (MP 0.126) | 0.126 mi |
| 79170 | 44 | From Riverside Drive (MP 0.000) to Desoto Drive (MP 1.000) | 1.000 mi |
| 79170-100 | 44 | From Desoto Drive (MP 0.000) to Peninsula Avenue (MP 0.437) | 0.437 mi |

## EXHIBIT C

### MAINTENANCE ACTIVITIES:
### (Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)

| INC. | ACTIVITY | DESCRIPTION |
|---|---|---|
| ☐ | 433 | **Sodding:** Cutting and placing sod in areas along the roadside associated with reworking non-paved shoulders, slopes, ditches, median islands, utility strips and repairing washouts. |
| ☐ | 435 | **Seeding, Fertilizing and Mulching:** Seeding, fertilizing, and mulching of the roadside. |
| ☐ | 436 | **Reworking Non-Paved Shoulders, Front Slopes, and Roadside Ditches (Mechanical):** Reworking non-paved shoulders, front slopes, roadside ditches and turnouts either by the addition of suitable material and reshaping, or by cutting down built-up areas. |
| ☐ | 451 | **Clean Drainage Structures:** Cleaning storm drains, French drains, manholes, side drains, cross drains, inlets, piped outfalls, box culverts, and other miscellaneous drain structures. |
| ☐ | 459 | **Concrete Sidewalk Repair:** Repair or replacement of existing sections of concrete sidewalk. |
| ☐ | 461 | **Roadside Ditches – Clean and Reshape:** Cleaning and reshaping of ditches other than outfalls. |
| ☒ | 471 | **Large Machine Mowing:** Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination. |
| ☒ | 482 | **Slope Mowing:** Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors. |
| ☒ | 485 | **Small Machine Mowing:** Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less. |
| ☐ | 487 | **Manual Weed Control**: Brush, weed, and grass cutting 100 mm (4”) or less in diameter performed with hand tools. |
| ☐ | 490 | **Fertilizing:** Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf. |
| ☒ | 492 | **Tree Trimming & Removal:** The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site. |
| ☐ | 493 | **Landscaped Area Maintenance:** All efforts required for proper maintenance of landscaped areas, including litter removal, mowing, edging, fertilizing, weeding, mulching, etc. |
| ☐ | 494 | **Chemical Grass and Weed Control**: The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas. |

| | | |
|---|---|---|
| ☐ | 498 | **Storm Water Management:** To maintain, to the maximum extent practicable, all surface/storm water management systems to a functioning state as designed and in compliance with the permit conditions and/or applicable rules and regulations. |
| ☐ | 527 | **Fence Repair:** To provide highway safety and deter unauthorized and unrestrained access to highway facilities. |
| ☒ | 541 | **Roadside Litter Removal:** Cleaning roadways and roadsides of debris, such as cans, bottles, paper, Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels. |
| ☐ | 542 | **Road Sweeping (Manual):** To remove debris from the roadway where mechanical means are not feasible before a drainage or safety problem is created or before it becomes unsightly. |
| ☒ | 543 | **Road Sweeping (mechanical):** Machine sweeping of roadway to protect the facility from excessive accumulation of debris. |
| ☒ | 545 | **Edging & Sweeping:** Removal of vegetation and debris from the curb, gutter and sidewalk. |
| ☐ | | |
| ☐ | | |
| ☐ | | |
| ☐ | | |
| ☐ | | |
| ☐ | | |
| ☐ | | |

**THE CITY OF NEW SMYRNA BEACH - PUBLIC WORKS**

**CONSIDER THE APPROVAL OF THE RENEWAL OF THE EMERGENCY DEBRIS HAULING & DISPOSAL.**

**April 28, 2026**

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**Background:**

In 2019, the city participated in a joint procurement process with the City of Holly Hill and the City of South Daytona for Emergency Debris Hauling & Disposal services. The City of Holly Hill was the lead overseeing the procurement process, however, a representative from each city participated in the evaluation process. Based on the evaluation results, three (3) companies were recommended and awarded a contract: Ceres Environmental Services Inc Crowder Gulf Ventures Inc. Phillips & Jordan Inc. The agreement included an initial term of five (5) years from June of 2019 thru June of 2024 with five (5) one (1) year renewal options. This request is the third optional renewal and would run from July 2026 to June 2027. Approval of the one (1) year renewals will put us in the best spot to activate these agreements ahead of a storm or event.

**Fiscal Analysis:**

Dependent on the storm and the amount and type of debris.

**Strategic Plan Item:**

No

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

**Attachments:**

26 CROWDER GULF RENEWAL SIGNED.pdf
26 Renewal Ceres Environmental Service with Pricing Sheet.pdf
26 RENEWAL.PJ Signed.pdf
26 PJ Pricing Sheet -NSB.pdf

**CONTRACT RENEWAL**
**FOR EMERGENCY DEBRIS HAULING & DISPOSAL SERVICES**
**Crowder Gulf Joint Venture, Inc.**

WHEREAS, the City of New Smyrna Beach (City) requested proposal for PROFESSIONAL EMERGENCY DEBRIS HAULING & DISPOSAL SERVICES, via RFP 19-PW-16; and

WHEREAS, the City accepted the qualifications of Crowder Gulf Joint Venture Inc.; and

WHEREAS, the parties desire to enter into the third of five, one (1) year optional renewals of the contract Pursuant to the RFP 19-PW-16; and

WHEREAS, the parties have agreed to a 2.3% CPI increase to the individual costs

NOW, THEREFORE, THE CITY AND CROWDER GULF JOINT VENTURE Inc., AGREE AS FOLLOWS:

1. The City and Crowder Gulf Joint Venture Inc., agree to all the terms and conditions as stated and contained in the Emergency Debris Hauling & Disposal Agreement, RFP 19-PW-16, including, any/all Attachments, Addenda, and the firm's Request for Proposals response submitted, each being incorporated by reference herein. 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 term of this contract renewal agreement shall run thru June 11th, 2027, and is for third optional one-year renewal.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: _____

CROWDER GULF JOINT VENTURE INC.

By: Ashley Ramsay-Naile

Printed: Ashley Ramsay-Naile, President

Date: 04/03/2026

Attest: _____
Sharon Taylor-Harding, City Clerk

APPROVED AS TO CORRECTNESS AND FORM:

By: _____ Date _____
Carrie Avallone, City Attorney

END OF CONTRACT FOR SERVICES

# EXHIBIT "F" – RATE SCHEDULE

CrowderGulf CPI Pricing (2.3%)

2026-2027

City of South Daytona,
City of Holly Hill &
City of New Smyrna Beach, FL

**CrowderGulf**

Disaster Recovery and Debris Management

5435 Business Parkway
Theodore, Alabama 36582

Office: (800) 992-6207
Fax: (251) 459-7433

May 9, 2019

Due to the lack of clarity regarding Exhibit F, CrowderGulf has provided the Original Exhibit F and the additional Exhibit F included with Addendum 2. We have made several notes regarding the schedule and line items. If the City requires additional clarification, we would be more than happy to discuss our additions and suggested edits to the bid schedule.

**JOINT PROCUREMENT**
**Emergency Debris Hauling**
**RFP 19-PW-16**
**Rate Schedules**

**CrowderGulf CPI Pricing (2.3%)**

| # | DESCRIPTION | QTY | UOM | RATE |
|---|---|---|---|---|
| 1 | **SECTION 1.** | **HEAVY EQUIPMENT** | | |
| 1.1 | Skid Steer Loader, Bobcat | 1 | HR | $78.87 |
| 1.2 | Backhoe, Cat 416 | 1 | HR | $84.13 |
| 1.3 | Wheel Loaders, Cat 950 | 1 | HR | $131.46 |
| 1.4 | Wheel Loaders, Cat 966 | 1 | HR | $141.97 |
| 1.5 | Wheel Loaders, Cat 980 | 1 | HR | $163.00 |
| 1.6 | Tracked Loader, Cat 955 | 1 | HR | $131.46 |
| 1.7 | Towed Loader w/Tractor | 1 | HR | $89.39 |
| 1.8 | Self Loading Knuckle Boom Truck, 25 - 35 CY Body | 1 | HR | $120.94 |
| 1.9 | Self Loading Knuckle Boom Truck, 35 - 45 CY Body | 1 | HR | $136.71 |
| 1.10 | Dozer, Cat D4 | 1 | HR | $99.91 |
| 1.11 | Dozer, Cat D5 | 1 | HR | $120.94 |
| 1.12 | Dozer, Cat D6 | 1 | HR | $168.26 |
| 1.13 | Dozer, Cat D7 | 1 | HR | $178.78 |
| 1.14 | Dozer, Cat D8 | 1 | HR | $194.55 |
| 1.15 | Excavators, Cat 320 | 1 | HR | $115.68 |
| 1.16 | Excavators, Cat 325 | 1 | HR | $131.46 |
| 1.17 | Excavators, Cat 330 | 1 | HR | $147.23 |
| 1.18 | Tractor w/Box Blade, 80 HP | 1 | HR | $78.87 |
| 1.19 | Motor Grader, Cat 120G | 1 | HR | $120.94 |
| 1.20 | Crane, 30 TON | 1 | HR | $210.33 |
| 1.21 | Bucket Truck, Up to 50' Reach | 1 | HR | $147.23 |
| 1.22 | Bucket Truck, 50' to 75' Reach | 1 | HR | $184.04 |
| 1.23 | Bash Transfer Trailer w/ Tractor, 110 Yard | 1 | HR | $126.20 |
| 1.24 | Mechanized Broom | 1 | HR | $68.36 |
| 1.25 | Street Sweeper | 1 | HR | $73.62 |
| 1.26 | Water Truck, 2000 Gallon | 1 | HR | $78.87 |
| 1.27 | Stump Grinder, Vermeer 252 | 1 | HR | $89.39 |
| 1.28 | Chipper w/2 Man Crew, Morbark Storm | 1 | HR | $94.65 |
| 1.29 | 12-Foot Tub Grinder, Morbark 1200 | 1 | HR | $578.40 |
| 1.30 | 13-Foot Tub Grinder, Morbark 1300 | 1 | HR | $630.99 |
| 1.31 | 14-Foot Tub Grinder, Diamond Z-1463 | 1 | HR | $657.28 |
| 1.32 | Equipment Transport w/ Tractor, 50 Ton | 1 | HR | $136.71 |
| 1.33 | Truck Mounted Winch, Tow Truck | 1 | HR | $94.65 |

| # | DESCRIPTION | QTY | UOM | RATE |
|---|---|---|---|---|
| **2** | **SECTION 2.** | **HAUL VEHICLES** | | |
| 2.1 | Dump Truck, 10 to 15 CY | 1 | HR | $47.32 |
| 2.2 | Dump Truck, 16 to 20 CY | 1 | HR | $68.36 |
| 2.3 | Trailer Dump w/Tractor, 30 to 40 CY | 1 | HR | $78.87 |
| 2.4 | Trailer Dump w/Tractor, 41 to 50 CY | 1 | HR | $86.24 |
| 2.5 | Trailer Dump w/Tractor, 51 to 60 CY | 1 | HR | $97.80 |
| 2.6 | Trailer Dump w/Tractor, 61 to 70 CY | 1 | HR | $105.16 |
| 2.7 | Walking Floor Trailer w/Tractor, 100 CY | 1 | HR | $126.20 |
| **3** | **SECTION 3.** | **TRANSPORTATION VEHICLES** | | |
| 3.1 | Pickup Truck, 1/2 Ton | 1 | DAY | $47.32 |
| 3.2 | Pickup Truck, 3/4 Ton | 1 | DAY | $52.58 |
| 3.3 | Pickup Truck, 1 Ton | 1 | DAY | $57.84 |
| 3.4 | Box Truck, 3/4 Ton | 1 | DAY | $68.36 |
| 3.5 | Utility Van, 3/4 Ton | 1 | DAY | $73.62 |
| 3.6 | Passenger Van, 9 Passenger | 1 | DAY | $84.13 |
| 3.7 | Passenger Car, Full Size | 1 | DAY | $47.32 |
| **4** | **SECTION 4.** | **PERSONNEL** | | |
| 4.1 | Superintendent w/Pickup Truck | 1 | HR | $73.62 |
| 4.2 | Supervisor w/Pickup Truck | 1 | HR | $68.36 |
| 4.3 | Safety or QC Manager w/Pickup Truck | 1 | HR | $68.36 |
| 4.4 | Mechanic w/Truck and Tools | 1 | HR | $57.84 |
| 4.5 | Climber w/Gear | 1 | HR | $131.46 |
| 4.6 | Operator w/Chainsaw | 1 | HR | $42.07 |
| 4.7 | Laborer w/Tools | 1 | HR | $39.96 |
| 4.8 | Traffic Control Personnel | 1 | HR | $36.81 |
| 4.9 | Ticket Writers | 1 | HR | $36.81 |
| 4.10 | Clerical | 1 | HR | $33.66 |
| 4.11 | Administrative Assistant | 1 | HR | $33.66 |

| # | DESCRIPTION | QTY | UOM | RATE |
|---|---|---|---|---|
| 5 | **SECTION 5.** | | **ALL-INCLUSIVE SERVICES** | |
| 5.1 | Vegetative debris - Right of Way / Public Property (includes all other vegetative debris, including tree debris that would not fall into the category of leaners, hangers, and stumps. | 1 | CY | $17.51 |
| 5.2 | Tree Debris: Hangers, Leaners, Stumps (cradle to grave price, to include and not limit to resetting, cutting, removing, preparation for collection of those specific items in accordance with specifications) **NOTE: Cut & Hauled to DMS for Reduction** | 1 | EA | $788.73 |
| 5.3 | Tree Debris: Leaners | 1 | EA | $17.82 |
| 5.4 | Tree Debris: Stumps | 1 | EA | $17.82 |
| 5.5 | Construction and demolition debris, including white goods | 1 | CY | $17.82 |
| 5.6 | Disposal Fee of Processed vegetative debris (Final Disposal Site) *TBD by no later than 30 days after emergency event | 1 | CY/Per Ton | At Cost / Pass Thru |
| 5.7 | Disposal Fee of Compacted C & D mixed and other non-vegetative materials (Final Disposal Site) *TBD by no later than 30 days after | 1 | CY/Per Ton | At Cost / Pass Thru |
| 6 | **SECTION 6.** | | **OPTIONAL SERVICES** | |
| 6.1 | Debris removal from lakes and canals | 1 | CY | $94.65 |
| 6.2 | Restoration of canal banks and slopes | 1 | LF | $29.44 |
| 6.3 | Removal of motor vehicles including towing, processing and disposal | 1 | EA | $210.33 |
| 6.4 | Removal of boats including towing, processing, and disposal | 1 | LF | $68.36 |
| 6.5 | Hazardous Waste and contaminated debris removal and disposal | 1 | CY | $21.03 |
| 6.6 | Provision of emergency potable water | 1 | GL | $0.89 |
| 6.7 | Provision of emergency ice | 1 | LB | $0.42 |
| 6.8 | Temporary bathrooms/port-o-lets | 1 | EA | **$205.07** per week |
| 6.9 | Provision of temporary satellite phone | 1 | EA | $147.23 per week** |
| 6.10 | Provisions of emergency generators - 25kw to 50kw (25 kW) | 1 | EA | $788.73/ Day |
| 6.11 | Provisions of emergency generators - 50kw to 100kw (50 kW) | 1 | EA | $1156.81/Day |
| 6.12 | Provisions of emergency generators - 100kw to 150kw (100 kW) | 1 | EA | $1419.72/Day |
| 6.13 | Provisions of emergency generators - 250kw | 1 | EA | **$2313.62** / Day |
| 6.14 | Sewer, culvert and catch basin cleaning including transportation and disposal | 1 | CY | $25.24 |
| 6.15 | Grinding / Incinerating | 1 | CY | $3.79 |

**CrowderGulf NOTES - BELOW:**

**Section 5 - All inclusive services: Includes collection, hauling to DMS, DMS Management, Reduction, Haul Out of Reduced Debris to Final Disposal. ALL TIPPING / DISPOSAL FEES are a pass through cost to client at no mark up.**

Line Items 6.6 and 6.7 - Rate does not include delivery, freight, staging, etc. for Ice and Water.

Line Item 6.8 - Typically Portalets are rented by the week or month, rather than each. The rate includes servicing once per week. Additional costs will include delivery, setup, and removal and any additional servicing of units.

Line Item 6.9 - Temporary Satellite Phones includes rental of phone per week. Does not include any additional minutes that may be required.

Line Items 6.10-6.13 - Typically generators are rented by the day, week or month - not Each. The above rate is a daily rate and does not include delivery, fuel, setup and take away. These items will be invoiced to contractor and passed along to client.

**Section 6: Tipping / Disposal fees for these line items will be a pass through cost to client with no mark up.**

**Exhibit F**
**Price Sheet**

# City of Holly Hill

**SCHEDULE 1**
**HOURLY RATE PRICE SCHEDULE**

| Reference to RFP Scope of Services | | | |
|---|---|---|---|
| **2. Eligible ROW Vegetative Debris Removal**<br>Work consists of the collection and transportation of Eligible vegetative debris on the ROW to a City approved DMS location or City Designated Final Disposal Site. | **Estimated Quantity Per Cubic Yard** | **$ Per Cubic Yard** | **Total** |
| 0-15 Miles Veg from Right of Way (ROW) to Debris management Site (DMS)<br>Vegetative collect and removal for a haul distance up to 15 miles | 50,000 | $8.20 | $410,000.00 |
| 16-30 Miles Veg from ROW to DMS<br>Vegetative collect and removal for a haul distance between 16 and 30 miles | 50,000 | $8.20 | $410,000.00 |
| 31-60 Miles Veg from ROW to DMS<br>Vegetative collect and removal for a haul distance between 31 and 60 miles | 50,000 | $8.41 | $420,500.00 |
| 60+ Miles Veg from ROW to DMS<br>Vegetative collect and removal for a haul distance greater than 60 miles | 50,000 | $8.41 | $420,500.00 |
| Single Price Veg from ROW to DMS<br>Asingle price vegetative collect and removal for any haul distance | 50,000 | $8.41 | $420,500.00 |
| **3. Eligible ROW C&D Collect and Haul**<br>Work consists of the collection and transportation of Eligible C&D debris on the ROW. | **Estimated Quantity Per Cubic Yard** | **$ Per Cubic Yard** | **Total** |
| 0-15 Miles C&D from ROW to DMS<br>C&D collect and removal for a haul distance up to 15 miles | 10,000 | $8.20 | $82,000.00 |
| 16-30 Miles C&D from ROW to DMS<br>C&D collect and removal for a haul distance between 16 and 30 miles | 10,000 | $8.20 | $82,000.00 |
| 31-60 Miles C&D from ROW to DMS<br>C&D collect and removal for a haul distance between 31 and 60 miles | 10,000 | $8.41 | $84,100.00 |
| 60+ Miles C&D from ROW to DMS<br>C&D collect and removal for a haul distance greater than 60 miles | 10,000 | $8.41 | $84,100.00 |
| Single Price C&D from ROW to DMS<br>Asingle price C&D collect and removal for any haul distance | 10,000 | $8.41 | $84,100.00 |
| **4. DMS Management and Reduction (Grinding/Incineration)**<br>Work consists of management and operation of DMS locations for the reduction of Eligible disaster related debris. | **Estimated Quantity Per Cubic Yard** | **$ Per Cubic Yard** | **Total** |
| Grinding<br>Grinding/chipping vegetative debris | 50,000 | $3.15 | $157,500.00 |
| Air Curtain Burning<br>Air Curtain Burning vegetative debris | 50,000 | $2.11 | $105,500.00 |
| Debris Management Site Management<br>Preparation, management, and segregating at debris management site | 50,000 | $1.05 | $52,500.00 |
| **5. Haul-out of Reduced Eligible Debris to a City Designated Final Disposal Site**<br>Work consists of loading and transporting reduced Eligible disaster related debris at a City approved DMS location to a City Designated Final Disposal Site. | **Estimated Quantity Per Cubic Yard** | **$ Per Cubic Yard** | **Total** |
| 0-15 Miles Veg from ROW or DMS to Final Disposal<br>Vegetative collect and removal for a haul distance up to 15 miles | 50,000 | $3.15 | $157,500.00 |
| 16-30 Miles Veg from ROW or DMS to Final Disposal<br>Vegetative collect and removal for a haul distance between 16 and 30 miles | 50,000 | $4.20 | $210,000.00 |
| 31-60 Miles Veg from ROW or DMS to Final Disposal<br>Vegetative collect and removal for a haul distance between 31 and 60 miles | 50,000 | $3.15 | $157,500.00 |
| 60+ Miles Veg from ROW or DMS to Final Disposal<br>Vegetative collect and removal for a haul distance greater than 60 miles | 50,000 | $7.37 | $368,500.00 |
| Single Price Veg from ROW or DMS to Final Disposal<br>Asingle price vegetative collect and removal for any haul distance | 50,000 | $7.37 | $368,500.00 |
| Tipping Fees (Vegetative)<br>Fees includes negotiated contract price or pass through amount for vegetative | 50,000 | Pass Thru | Pass Thru |

CrowderGulf will honor this rate for C&D compaction, if needed.

Line Item 5 is for hauling from DMS to Final only. There is a significant price difference from ROW to Final versus DMS to Final.

| | | | |
|---|---|---|---|
| Tipping Fees (C&D)<br>Fees includes negotiated contract price or pass through amount for C&D | 10,000 | Pass Thru | Pass Thru |

| **6. Removal of Eligible Hazardous Leaning Trees and Eligible Hanging Limbs**<br>Work consists of removing Eligible hazardous leaning trees or hanging limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of scope of services item 2, Eligible ROW Vegetative Debris Removal (Collect & Haul). | **Estimated Quantity** | **$ Per Tree** | **Total** |
|---|---|---|---|
| 6 inch to 12.99 inch diameter Eligible Leaning Tree | 100 | $47.32 | $4,732.00 |
| 13 inch to 24.99 inch diameter Eligible Leaning Tree | 75 | $94.65 | $7,098.75 |
| 25 inch to 36.99 inch diameter Eligible Leaning Tree | 25 | $157.75 | $3,943.75 |
| 37 inch to 48.99 inch diameter Eligible Leaning Tree | 10 | $262.91 | $2,629.10 |
| 49 inch and larger diameter Eligible Leaning Tree | 5 | $420.66 | $2,103.30 |
| (Per tree) Removal of Eligible Hanging Limbs >2" | 500 | $84.13 | $42,065.00 |
| **7. Removal of Eligible Hazardous Stumps**<br>Work consists of removing Eligible hazardous stumps and transporting resulting debris on the ROW to a City approved DMS location or City Designated Final Disposal Site. Stumps will only be removed at direction of City after FEMA approval. | **Estimated Quantity** | **$ Per Stump** | **Total** |
| 24.1 inches to 36.99 inch diameter Eligible Stump | 10 | $157.75 | $1,577.50 |
| 37 inch to 48.99 inch diameter Eligible Stump | 5 | $315.49 | $1,577.50 |
| 49 inch and larger diameter Eligible Stump | 5 | $420.66 | $2,103.30 |
| Stump Fill Dirt<br>Fill dirt for stump holes after removal | | $52.58 | |
| **8. Eligible Household Hazardous Waste Removal, Transport and Disposal**<br>Work consists of the removal, transportation and proper disposal of Eligible Household Hazardous Waste (HHW) at a permitted Hazardous Waste TSDF | **Estimated Quantity** | **$ Per Gallon** | **Total** |
| Liquid type hazardous material | 500 | $8.41 | $4,205.00 |
| **9. Eligible Household Hazardous Waste Removal, Transport and Disposal**<br>Work consists of the removal, transportation and proper disposal of Eligible Household Hazardous Waste (HHW) at a permitted Hazardous Waste TSDF | **Estimated Quantity** | **$ Per Pound** | **Total** |
| Solid type hazardous material | 500 | $5.21 | $2,605.00 |
| **10. Eligible ROW White Goods Debris Removal (Collect & Haul)**<br>Work consists of the removal of Eligible white goods from the ROW to a designated City approved DMS location. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated City approved DMS location to a City designated facility for recycling. | **Estimated Quantity** | **$ Per Unit** | **Total** |
| Refrigerators and freezers requiring refrigerant recovery and decontamination | 50 | $73.62 | $3,681.00 |
| Washers, dryers, stoves, ovens, AC units, and hot water heaters | 50 | $42.07 | $2,103.50 |

| | | | | |
|---|---|---|---|---|
| **11. Eligible E-Scrap Item Removal**<br>Work consists of the recovery and recycling of Eligible E-Scrap such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City. | **Estimated Quantity** | **$ Per Unit** | **Total** | |
| | 1,000 | $42.07 | $42,070.00 | |
| **12. Eligible Dead Animal Carcasses**<br>Work consists of the recovery and disposal of dead animal carcasses. | **Estimated Quantity** | **$ Per Pound** | **Total** | |
| | 100 | $0.52 | $52.00 | |
| **13. Boat Removal**<br>The Contractor shall collect, transport, stage, and dispose of abandoned boats in accordance with state and federal requirements Land Based Operations | **Estimated Quantity** | **$ Per Unit** | **Total** | |
| | 10 | $946.48 | $9,464.80 | |
| **14. Vehicle Removal**<br>The Contractor shall collect, transport, stage, and dispose of abandoned vehicles in accordance with state and federal requirements. | **Estimated Quantity** | **$ Per Unit** | **Total** | |
| | 10 | $262.91 | $2,629.10 | |
| **15. Other Debris Removal Work**<br>Work consists of the... | **Estimated Quantity** | **$ Per Cubic Yard** | **Total** | |
| a. Marine Debris Removal - The Contractor shall clear waterways of eligible debris that is a direct result of a natural or manmade disaster *Land Based* | 250 | $42.07 | $10,517.50 | Water Based Rate: $94.65 |
| b. Sand Screening - The Contractor shall screen all sand to remove eligible debris deposited as a result of a natural or manmade disaster | 500 | $10.52 | $5,260.00 | |
| c. Debris Removal from Storm Drains and Catch Basins- The Contractor shall remove eligible sand and debris from storm drains and catch basins that has been deposited as a result of a natural or manmade disaster. | 750 | $15.77 | $11,827.50 | |
| **16. Eligible Demolition, Removal, Transport and Disposal of Non-RACM Structures**<br>Work consists of the decommissioning, demolition and disposal of Eligible Non-RACM Structures on public or private property and hauling the resulting debris to a City Designated Final Disposal Site. | **Estimated Quantity** | **$ Per Cubic Yard** | **Total** | |
| Non-RACM Structures demolition, removal, transport and disposal | 20,000 | $14.72 | $294,400.00 | |
| **17. Eligible Demolition, Removal, Transport and Disposal of RACM Structures**<br>Work consists of the decommissioning, demolition and disposal of Eligible RACM Structures on public or private property and hauling the resulting debris to a City Designated Final Disposal Site. | **Estimated Quantity** | **$ Per Cubic Yard** | **Total** | |
| RACM Structures demolition, removal, transport and disposal | 5,000 | $26.29 | $131,450.00 | |
| **Total Estimated Cost of All Scope of Service Items:** | | $4,670,740.40 | | |

| Equipment Type With Operator (includes fuel and maintenance costs) | Hourly Rate | Day Rate |
|---|---|---|
| 15-24 Cubic Yard Dump Truck | $82.02 | $656.22 |
| 17 Cubic Yard Clam Truck | $120.94 | $967.51 |
| 20 Cubic Yard Clam Truck | $120.94 | $967.51 |
| 25-34 Cubic Yard Dump Truck | $86.24 | $689.88 |
| 30 Ton or Larger Crane | $168.26 | $1,346.10 |
| 35-44 Cubic Yard Dump Truck | $91.50 | $731.95 |
| 45-54 Cubic Yard Dump Truck | $102.01 | $816.08 |
| 50' Bucket Truck | $157.75 | $1,261.97 |
| 5-14 Cubic Yard Dump Truck | $63.10 | $504.79 |
| 55-64 Cubic Yard Dump Truck | $107.27 | $858.14 |
| 65-74 Cubic Yard Dump Truck | $117.79 | $942.28 |
| 75+ Cubic Yard Dump Truck | $131.46 | $1,051.64 |
| Bobcat Loader | $78.87 | $630.99 |
| D-6 Dozers or Equivalent | $168.26 | $1,346.10 |
| Diamond Z or Equivalent Tub Grinder | $709.86 | $5,678.88 |
| Equipment Transports | $136.72 | $1,093.71 |
| John Deere 544 Loader or Equivalent | $131.46 | $1,051.64 |
| Motor Grader | $136.71 | $1,093.71 |
| Rubber Tire Backhoe | $89.39 | $715.12 |
| Servce Trucks | $73.62 | $588.92 |
| Stump Grinder | $136.71 | $1,093.71 |
| Track-Hoes-John Deere 690 or Equivalent | $136.71 | $1,093.71 |
| Tractor with Box Blade | $63.10 | $504.79 |
| Water Truck (2,000 Gallon) | $73.62 | $588.92 |
| Wheel-Loader 644 or Equivalent | $147.23 | $1,177.84 |

| Personnel and/or Equipment Type | Hourly Rate | Day Rate |
|---|---|---|
| 1" Diaphragm Pump | $19.98 | $159.85 |
| 1" Suction or Discharge Hose | $5.26 | $42.07 |
| 12 Ton Lowboy | $126.20 | $1009.58 |
| 12' Work Boat with Motor | $31.55 | $252.39 |
| 12' Work Boat without Motor | $21.03 | $168.26 |
| 185 CFM Compressor | $26.29 | $210.32 |
| 2" Chemical Suction or Discharge Hose | $5.26 | $42.07 |
| 2" Diaphragme Pump | $23.14 | $185.09 |
| 2" Diaphragme Pump S.S. | $38.91 | $311.29 |
| 2" Suction or Discharge Hose | $5.26 | $42.07 |
| 20' Response Trailer | $57.84 | $462.72 |
| 3"Chemical Suction or Discharge Hose | $5.26 | $42.07 |
| 3" Diaphragm Pump | $22.09 | $176.67 |

| Personnel and/or Equipment Type | Hourly Rate | Day Rate |
|---|---|---|
| 3" Suction or Discharge Hose | $5.26 | $42.07 |
| 3"X12' Absorbent Boom – Universal | $73.62 | Bale of 4 |
| 30 Gallon Over-pack | $73.62 | Each |
| 36' Response Trailer | $68.36 | $546.85 |
| 4 mil 20X100 Polyethylene | $68.36 | Per Roll |
| 4000-5000 Watt Generator | $36.81 | $294.46 |
| 5"X1 0' Absorbent Boom- Petroleum | $126.20 | Bale of 4 |
| 50 Ton Lowboy | $136.71 | $1,093.71 |
| 55 – Gallon Drum Liners, 10 mil | $9.46 | Each |
| 55 – Gallon Drums | $52.58 | Each |
| 6 mil 20X100 Polyethylene | $73.62 | Per Roll |
| 6 mil Bags | $78.87 | Per Roll |
| 8"X1 0' Absorbent Boom – Petroleum | $173.52 | Bale of 4 |
| 95 Gallon Poly Over-pack | $257.65 | Each |
| Absorbent Pads Bundle – Petroleum | $78.87 | Per Bundle |
| Absorbent Pads Bundle – Universal | $131.46 | Per Bundle |
| Acid Suit | $99.91 | Each |
| Administrative Assistant | $52.58 | $420.66 |
| Air Blower | $5.26 | $42.07 |
| Air Filtration Panel | $8.41 | $67.30 |
| Air-hose Section | $5 26 | $42.07 |
| Airless Spray | $5.26 | $42.07 |
| Airline Respirator (includes 150' of Airline) | $31.55 | $252.39 |
| Asbestos Abatement Supervisor | $63.10 | $504.79 |
| Asbestos Abatement Worker | $52.58 | $420.66 |
| Asbestos Inspector | $57.84 | $462.72 |
| Backhoe | $89.39 | $715.12 |
| Backhoe Extend-a-hoe | $105.16 | $841.32 |
| Barrel Cart | $5.26 | $42.07 |
| Boot Covers | $12.62 | Per Pair |
| Box Truck | $47.32 | $378.59 |
| Bulldozer D4or Equivalent | $110.42 | $883.38 |
| Cascade Air System Per Employee | $15.77 | $126.20 |
| Caution/Hazard Tape | $15.77 | Per Roll |
| Chemist | $78.87 | $630.99 |
| Circular Saw | $5.26 | $42.07 |
| Clerical | $39.96 | $319.70 |
| Climber with Gear | $128.30 | $1,026.41 |
| Combustible Gas Indicator | $17.88 | $143.03 |
| Cotton or Latex Gloves | $3.15 | Per Pair |
| Cutting Torch | $5.26 | $42.07 |

| Personnel and/or Equipment Type | Hourly Rate | Day Rate |
|---|---|---|
| Detector Tubes | $21.03 | Each |
| DOT Hazardous Waste Labels | $44.17 | Per Box |
| Drill with Bits | $6.31 | $50.47 |
| Duct Tape | $4.20 | Per Roll |
| Dump Truck | $78.87 | $630.99 |
| Electrical Cord Section (50') | $4.20 | $33.66 |
| Equipment Operator | $47.32 | $378.59 |
| Extension Ladders | $5.26 | $42.07 |
| Fiber Drums | $46.27 | $370.18 |
| Field Hazardous Material Manager | $136.71 | $1093.71 |
| Field Hazardous Material Technician | $52.58 | $420.66 |
| Field Project Foreman | $50.47 | $403.83 |
| Field Project Supervisor | $63.10 | $504.79 |
| Fire Extinguisher | $36.81 | Per Handheld |
| First Aid Station | $29.44 | $235.57 |
| Flatbed Trailer | $57.84 | $462.72 |
| Foreman with Truck | $52.58 | $420.66 |
| Grounding Cable and Rod | $5.26 | $42.07 |
| Hand Auger, Stainless Steel | $5.26 | $42.07 |
| Hand Operated Transfer Pump | $5.26 | $42.07 |
| Hand Tools Per Employee (Shovels, brooms, etc.) | $5.26 | $42.07 |
| Handheld Radios | $5.26 | $42.07 |
| Hazardous Material Containment Area Foreman | $63.10 | $504.79 |
| Hazardous Material Containment Area Manager | $78.87 | $630.99 |
| Hazardous Material Containment Area Supervisor | $84.13 | $673.05 |
| Hazardous Material Containment Area Technician | $57.84 | $462.72 |
| Hazcat Kit | $47.32 | Per Kit |
| Health and Safety Specialist | $63.10 | $504.79 |
| Hearing Protection | $4.20 | Each |
| HEPA Vac | $39.96 | $319.70 |
| High Hazard Personnel Decontamination | $29.44 | Per Kit |
| Inspector with Vehicle | $47.32 | $378.59 |
| Kappler Tape | $26.29 | Per Roll |
| Laborer | $29.44 | $235.57 |
| Leather Work Gloves | $8.41 | Per Pair |
| Level A Suit – Kappler Responder or Equal | $788.73 | Each |
| Level B Suite- Kappler Responder or Equal | $368.08 | Each |
| Low Hazard Personnel Decontamination | $10.52 | Per Kit |
| Mechanized Broom | $57.84 | $462.72 |
| Nitrile Gloves | $12.62 | Per Pair |
| Noeprene Gloves | $7.37 | Per Pair |

| Personnel and/or Equipment Type | Hourly Rate | Day Rate |
|---|---|---|
| Office Trailer | $36.81 | $294.46 |
| Oil Dry | $12.62 | Per Bag |
| Oil Dry Spreader | $4.20 | $33.66 |
| Operator with Chainsaw | $47.32 | $378.59 |
| Passenger Car | $21.03 | $168.26 |
| Peat Moss | $68.36 | $526 546.85 |
| Personal Protective Equipment/Level A Employee | $1,261.97 | $10,095.78 |
| Personal Protective Equipment/Level B Employee | $525.82 | $4,206.58 |
| Personal Protective Equipment/Level C Employee | $336.53 | $2,692.21 |
| Personnel Retrieval Harness | $5.26 | $42.07 |
| Personnel Retrieval System | $8.41 | $67.31 |
| Ph Paper | $29.44 | Per Box |
| Photographic Equipment | $9.46 | $75.72 |
| Photoionization Detector | $18.93 | $151.43 |
| Pickup Truck | $29.44 | $235.57 |
| Pickup Truck, 1 Ton | $36.81 | $294.46 |
| Pickup Truck, 4X4 | $36.81 | $294.46 |
| Pickup Truck, Extended Cab | $31.55 | $252.39 |
| Port a John | $8.41 | $67.30 |
| Portable Eyewash Station | $26.29 | $210.33 |
| Portable Light Stand | $31.55 | $252.39 |
| Pressure Washer | $31.55 | $252.39 |
| Project Coordinator | $82.02 | $656.22 |
| Project Engineer | $84.13 | $673.05 |
| Project Geologist | $84.13 | $673.05 |
| Proshield | $96.76 | Each |
| PVC Boots (Hazmat) | $9.46 | Per Pair |
| PVC Gloves | $1.05 | Per Pair |
| Rain Suit | $36.81 | Each |
| Regulatory Manager | $147.23 | $1,177.84 |
| Respirator Airline, 50' Section | $5.26 | $42.07 |
| Respirator Cartridges | $33.66 | Each |
| Respirator Wipes | $31.55 | Per Box |
| Safety Superintendent | $63.10 | $504.79 |
| Saranex | $23.14 | Each |
| SCBA Bottle Refill | $18.93 | Each |
| Silvershield Gloves | $14.72 | Each |
| Skid Steer | $99.91 | $799.25 |
| Small Compressor | $15.77 | $126.20 |
| Soda Ash Bag | $36.81 | Per Bag |
| Spike Bar | $31.55 | Each |

| Personnel and/or Equipment Type | Hourly Rate | Day Rate |
|---|---|---|
| Spill Classifier | $15.77 | Each |
| Step Ladders | $5.26 | $42.07 |
| Superintendent with Truck | $68.36 | $546.85 |
| Survey Personnel with Vehicle | $42.07 | $336.53 |
| Tool Kit (Hammers, Pliers, Screwdrivers, etc.) | $5.26 | $42.07 |
| Toxic Gas Detector | $31.55 | $252.39 |
| Track-hoe 490 or Equivalent | $136.71 | $1,093.71 |
| Traffic Control Personnel | $42.07 | $336.53 |
| Traffic Control Vest, Cones, Flags, Barrels, etc. | $31.55 | $252.39 |
| Truck Driver | $39.96 | $319.70 |
| Tyvek | $5.26 | Each |
| Vacuum Truck, 3,500 Gallon | $262.91 | $2,103.29 |
| Vermiculite | $36.81 | Per Bag |
| Water hose Section (Garden) | $3.15 | $25.24 |
| Wheelbarrow | $3.15 | $25.24 |
| Wire Welder | $6.31 | $50.47 |
| Wrench Kit (Bung wrench, speed wrench, etc.) | $4.20 | $33.66 |

EXHIBIT

# Stump Conversion Table

### Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.
46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

| Stump Diameter (Inches) | Debris Volume (Cubic Yards) | Stump Diameter (Inches) | Debris Volume (Cubic Yards) |
|---|---|---|---|
| 6 | 0.3 | 46 | 15.2 |
| 7 | 0.4 | 47 | 15.8 |
| 8 | 0.5 | 48 | 16.5 |
| 9 | 0.6 | 49 | 17.2 |
| 10 | 0.7 | 50 | 17.9 |
| 11 | 0.9 | 51 | 18.6 |
| 12 | 1 | 52 | 19.4 |
| 13 | 1.2 | 53 | 20.1 |
| 14 | 1.4 | 54 | 20.9 |
| 15 | 1.6 | 55 | 21.7 |
| 16 | 1.8 | 56 | 22.5 |
| 17 | 2.1 | 57 | 23.3 |
| 18 | 2.3 | 58 | 24.1 |
| 19 | 2.6 | 59 | 24.9 |
| 20 | 2.9 | 60 | 25.8 |
| 21 | 3.2 | 61 | 26.7 |
| 22 | 3.5 | 62 | 27.6 |
| 23 | 3.8 | 63 | 28.4 |
| 24 | 4.1 | 64 | 29.4 |
| 25 | 4.5 | 65 | 30.3 |
| 26 | 4.8 | 66 | 31.2 |
| 27 | 5.2 | 67 | 32.2 |
| 28 | 5.6 | 68 | 33.1 |
| 29 | 6 | 69 | 34.1 |
| 30 | 6.5 | 70 | 35.1 |
| 31 | 6.9 | 71 | 36.1 |
| 32 | 7.3 | 72 | 37.2 |
| 33 | 7.8 | 73 | 38.2 |
| 34 | 8.3 | 74 | 39.2 |
| 35 | 8.8 | 75 | 40.3 |
| 36 | 9.3 | 76 | 41.4 |
| 37 | 9.8 | 77 | 42.5 |
| 38 | 10.3 | 78 | 43.6 |
| 39 | 10.9 | 79 | 44.7 |
| 40 | 11.5 | 80 | 45.9 |
| 41 | 12 | 81 | 47 |
| 42 | 12.6 | 82 | 48.2 |
| 43 | 13.3 | 83 | 49.4 |
| 44 | 13.9 | 84 | 50.6 |
| 45 | 14.5 | | |

**CONTRACT RENEWAL**
**FOR EMERGENCY DEBRIS HAULING & DISPOSAL SERVICES**
**Ceres Environmental Services, Inc.**

WHEREAS, the City of New Smyrna Beach (City) requested proposal for PROFESSIONAL EMERGENCY DEBRIS HAULING & DISPOSAL SERVICES, via RFP 19-PW-16; and

WHEREAS, the City accepted the qualifications of Ceres Environmental Services Inc.; and

WHEREAS, the parties desire to enter into the third of five, one (1) year optional renewals of the contract Pursuant to the RFP 19-PW-16; and

WHEREAS, the parties have agreed to a 2.3% CPI increase to the individual costs

NOW, THEREFORE, THE CITY AND CERES ENVIRONMENTAL SERVICES Inc., AGREE AS FOLLOWS:

1. The City and Ceres Environmental Services Inc., agree to all the terms and conditions as stated and contained in the Emergency Debris Hauling & Disposal Agreement, RFP 19-PW-16, including, any/all Attachments, Addenda, and the firm's Request for Proposals response submitted, each being incorporated by reference herein. 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 term of this contract renewal agreement shall run thru June 30th, 2027, and is for third optional one-year renewal.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: _____

CERES ENVIRONMENTAL SERVICES INC.

By: _____
Name and Title

Printed TIA LAURIE, CORPORATE SECRETARY

Date: APRIL 2, 2026

Attest: _____
Sharon Taylor-Harding, City Clerk

APPROVED AS TO CORRECTNESS AND FORM:

By: _____ Date _____
Carrie Avallone, City Attorney

END OF CONTRACT FOR SERVICES

**RFP 19-PW-16: Joint Procurement Emergency Debris Hauling**
**Ceres Environmental Services 2026 Contract Renewal**
**Exhibit F: Attachment 1 (Rate Schedule)**

| # | DESCRIPTION | QTY | UOM | CURRENT RATE | NEW RATE |
|---|---|---|---|---|---|
| 1 | SECTION 1. | HEAVY EQUIPMENT | | | |
| 1.1 | Skid Steer Loader, Bobcat | 1 | HR | $87.40 | $89.41 |
| 1.2 | Backhoe, Cat 416 | 1 | HR | $253.61 | $259.44 |
| 1.3 | Wheel Loaders, Cat 950 | 1 | HR | $169.07 | $172.96 |
| 1.4 | Wheel Loaders, Cat 966 | 1 | HR | $183.31 | $187.53 |
| 1.5 | Wheel Loaders, Cat 980 | 1 | HR | $196.57 | $201.09 |
| 1.6 | Tracked Loader, Cat 955 | 1 | HR | $231.83 | $237.16 |
| 1.7 | Towed Loader w/Tractor | 1 | HR | $195.77 | $200.27 |
| 1.8 | Self Loading Knuckle Boom Truck, 25 - 35 CY Body | 1 | HR | $106.78 | $109.24 |
| 1.9 | Self Loading Knuckle Boom Truck, 35 - 45 CY Body | 1 | HR | $112.12 | $114.70 |
| 1.10 | Dozer, Cat D4 | 1 | HR | $203.80 | $208.49 |
| 1.11 | Dozer, Cat D5 | 1 | HR | $208.32 | $213.11 |
| 1.12 | Dozer, Cat D6 | 1 | HR | $215.11 | $220.06 |
| 1.13 | Dozer, Cat D7 | 1 | HR | $235.50 | $240.92 |
| 1.14 | Dozer, Cat D8 | 1 | HR | $262.67 | $268.71 |
| 1.15 | Excavators, Cat 320 | 1 | HR | $156.61 | $160.21 |
| 1.16 | Excavators, Cat 325 | 1 | HR | $203.80 | $208.49 |
| 1.17 | Excavators, Cat 330 | 1 | HR | $235.50 | $240.92 |
| 1.18 | Tractor w/Box Blade, 80 HP | 1 | HR | $122.36 | $125.17 |
| 1.19 | Motor Grader, Cat 120G | 1 | HR | $226.44 | $231.65 |
| 1.20 | Crane, 30 TON | 1 | HR | $622.91 | $637.24 |
| 1.21 | Bucket Truck, Up to 50' Reach | 1 | HR | $284.76 | $291.31 |
| 1.22 | Bucket Truck, 50' to 75' Reach | 1 | HR | $320.36 | $327.73 |
| 1.23 | Bash Transfer Trailer w/ Tractor, 110 Yard | 1 | HR | $121.30 | $124.09 |

**RFP 19-PW-16: Joint Procurement Emergency Debris Hauling**
**2026 Contract Renewal**
**Exhibit F: Attachment 1 (Rate Schedules)**

| # | DESCRIPTION | QTY | UOM | CURRENT RATE | NEW RATE |
|---|---|---|---|---|---|
| 1.24 | Mechanized Broom | 1 | HR | $105.08 | $107.50 |
| 1.25 | Street Sweeper | 1 | HR | $156.10 | $159.69 |
| 1.26 | Water Truck, 2000 Gallon | 1 | HR | $124.58 | $127.45 |
| 1.27 | Stump Grinder, Vermeer 252 | 1 | HR | $533.92 | $546.20 |
| 1.28 | Chipper w/2 Man Crew, Morbark Storm | 1 | HR | $115.23 | $117.88 |
| 1.29 | 12-Foot Tub Grinder, Morbark 1200 | 1 | HR | $485.21 | $496.37 |
| 1.30 | 13-Foot Tub Grinder, Morbark 1300 | 1 | HR | $533.93 | $546.21 |
| 1.31 | 14-Foot Tub Grinder, Diamond Z-1463 | 1 | HR | $578.42 | $591.72 |
| 1.32 | Equipment Transport w/ Tractor, 50 Ton | 1 | HR | $115.69 | $118.35 |
| 1.33 | Truck Mounted Winch, Tow Truck | 1 | HR | $181.95 | $186.13 |
| # | DESCRIPTION | QTY | UOM | CURRENT RATE | NEW RATE |
| 2 | SECTION 2. | HAUL VEHICLES | | | |
| 2.1 | Dump Truck, 10 to 15 CY | 1 | HR | $97.89 | $100.14 |
| 2.2 | Dump Truck, 16 to 20 CY | 1 | HR | $97.89 | $100.14 |
| 2.3 | Trailer Dump wfTractor, 30 to 40 CY | 1 | HR | $106.78 | $109.24 |
| 2.4 | Trailer Dump wfTractor, 41 to 50 CY | 1 | HR | $106.78 | $109.24 |
| 2.5 | Trailer Dump wfTractor, 51 to 60 CY | 1 | HR | $112.84 | $115.44 |
| 2.6 | Trailer Dump wfTractor, 61 to 70 CY | 1 | HR | $112.84 | $115.44 |
| 2.7 | Walking Floor Trailer wfTractor, 100 CY | 1 | HR | $112.84 | $115.44 |
| 3 | SECTION 3. | TRANSPORTATION VEHICLE | | CURRENT RATE | NEW RATE |
| 3.1 | Pickup Truck, 1/2 Ton | 1 | DAY | $163.76 | $167.53 |
| 3.2 | Pickup Truck, 3/4 Ton | 1 | DAY | $181.95 | $186.13 |
| 3.3 | Pickup Truck, 1 Ton | 1 | DAY | $212.28 | $217.16 |
| 3.4 | Box Truck, 3/4 Ton | 1 | DAY | $242.60 | $248.18 |

**RFP 19-PW-16: Joint Procurement Emergency Debris Hauling**
**2026 Contract Renewal**
**Exhibit F: Attachment 1 (Rate Schedules)**

| # | DESCRIPTION | QTY | UOM | CURRENT RATE | NEW RATE |
|---|---|---|---|---|---|
| 3.5 | Utility Van, 3/4 Ton | 1 | DAY | $194.08 | $198.54 |
| 3.6 | Passenger Van, 9 Passenger | 1 | DAY | $205.60 | $210.33 |
| 3.7 | Passenger Car, Full Size | 1 | DAY | $145.56 | $148.91 |
| **4** | **SECTION 4.** | **PERSONNEL** | | **CURRENT RATE** | **NEW RATE** |
| 4.1 | Superintendent w/Pickup Truck | 1 | HR | $96.80 | $99.03 |
| 4.2 | Supervisor w/Pickup Truck | 1 | HR | $96.80 | $99.03 |
| 4.3 | Safety or QC Manager w/Pickup Truck | 1 | HR | $96.80 | $99.03 |
| 4.4 | Mechanic wfTruck and Tools | 1 | HR | $78.18 | $79.98 |
| 4.5 | Climber w/Gear | 1 | HR | $68.94 | $70.53 |
| 4.6 | Operator w/Chainsaw | 1 | HR | $68.94 | $70.53 |
| 4.7 | Laborer wfTools | 1 | HR | $43.95 | $44.96 |
| 4.8 | Traffic Control Personnel | 1 | HR | $43.95 | $44.96 |
| 4.9 | Ticket Writers | 1 | HR | $43.95 | $44.96 |
| 4.10 | Clerical | 1 | HR | $43.95 | $44.96 |
| 4.11 | Administrative Assistant | 1 | HR | $43.95 | $44.96 |
| # | **DESCRIPTION** | **QTY** | **UOM** | **CURRENT RATE** | **NEW RATE** |
| **5** | **SECTION 5.** | **Tree and C&D Operations** | | | |
| 5.1 | Vegetative debris load and haul - from Right of Way/ Public Property to DMS or FDS | 1 | CY | $30.54 | $31.24 |
| 5.2 | Tree Debris: Hangers, Leaners, Stumps (cradle to grave price, to include and not limit to resetting, cutting, removing, preparation for collection of those specific items in accordance with specifications) **NOTE: Cut and Hauled to DMS for Reduction | 1 | EA | $243.60 | $249.20 |
| 5.30 | Tree Debris: Leaners | 1 | EA | $243.60 | $249.20 |

**RFP 19-PW-16: Joint Procurement Emergency Debris Hauling**
**2026 Contract Renewal**
**Exhibit F: Attachment 1 (Rate Schedules)**

| # | DESCRIPTION | QTY | UOM | CURRENT RATE | NEW RATE | |
|---|---|---|---|---|---|---|
| 5.40 | Tree Debris: Stumps | 1 | EA | $243.60 | $249.20 | |
| 5.5 | Load and haul Construction and demolition debris, including white goods - from Right of Way/ Public Property to DMS or FDS | 1 | CY | $19.49 | $19.94 | |
| 5.6 | Load and haul reduced vegetative debris - from DMS to FDS *TBD by no later than 30 days after emergency event | 1 | CY | CY/Ton | At Cost / Pass Thru | |
| 5.7 | Load and Haul of Compacted C & D mixed and other non-vegetative materials - from DMS to FDS) *TBD by no later than 30 days after | 1 | Per Ton | CY/Ton | At Cost / Pass Thru | |
| 6 | **SECTION 6.** | **OTHER SERVICES** | | **CURRENT RATE** | **NEW RATE** | |
| 6.1 | Debris removal from lakes and canals | 1 | CY | $71.69 | $73.34 | |
| 6.2 | Restoration of canal banks and slopes | 1 | LF | $40.58 | $41.51 | |
| 6.3 | Removal of motor vehicles including towing, processing and disposal | 1 | EA | $509.52 | $521.24 | |
| 6.4 | Removal of boats including towing, processing, and disposal | 1 | LF | $4,038.54 | $4,131.43 | |
| 6.5 | Hazardous Waste and contaminated debris removal and disposal | 1 | CY | $1,538.12 | $1,573.50 | |
| 6.6 | Provision of emergency potable water | 1 | GL | $3.03 | $3.10 | |
| 6.7 | Provision of emergency ice | 1 | LB | $2.31 | $2.36 | |
| 6.8 | Temporary bathrooms/port-o-lets (month) | 1 | EA | $305.78 | $312.81 | per week |
| 6.9 | Provision of temporary satellite phone (day) | 1 | EA | $3.06 | $3.13 | per minute |
| 6.10 | Provisions of emergency generators - 25kw to 50kw (day) | 1 | EA | $1,022.86 | $1,046.39 | per 8 hour day |
| 6.11 | Provisions of emergency generators - 50kw to 100kw (day) | 1 | EA | $1,521.44 | $1,556.43 | per 8 hour day |
| 6.12 | Provisions of emergency generators - 100kw to 150kw (day) | 1 | EA | $2,053.94 | $2,101.18 | per 8 hour day |
| 6.13 | Provisions of emergency generators - 250kw (day) | 1 | EA | $3,480.80 | $3,560.86 | per 8 hour day |
| 6.14 | Sewer, culvert and catch basin cleaning including transportation and disposal | 1 | CY | $101.01 | $103.33 | |
| 6.15 | Grinding / Incinerating | 1 | CY | $6.13 | $6.27 | |

**RFP 19-PW-16: Joint Procurement Emergency Debris Hauling**
**2026 Contract Renewal**
**Exhibit F: Attachment 1 (Rate Schedules)**

| # | DESCRIPTION | QTY | UOM | CURRENT RATE | NEW RATE |
|---|---|---|---|---|---|
| | Crowder Gulf Notes - Below<br>Section 5 • All inclusive services: Includes collection, hauling to OMS, OMS Management, Reduction, Haul Out of Reduced Debris to Final Disposal. ALL TIPPING/ DISPOSAL FEES are a pass through cost to client at no mark up.<br>line Items 6.6 and 6.7 - Rate does not include delivery, freight. staging, etc. for Ice and Water.<br>line Item 6.8 - Typically Portalets are rented by the week or month, rather than each. The rate includes servicing once per week. Additional costs will include delivery, setup, and removal and any additional servicing of units.<br>line Item 6.9 - Temporary Satellite Phones includes rental of phone per week. Does not include any additional minutes that may be required.<br><br>Line Items 6.10-6.13 - Typically generators are rented by the day. week or month - not Each. The above rate is a daily rate and does not include delivery, fuel, setup and take away. These items will be invoiced to contractor and passed along to client.<br>Section 6: Tipping/ Disposal fees for these line items will be a pass through cost to client with no mark up | | | | |

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# CONTRACT RENEWAL
# FOR EMERGENCY DEBRIS HAULING & DISPOSAL SERVICES
# PHILLIPS HEAVY (FORMERLY KNOWN AS PHILLIPS & JORDAN, INC.)

WHEREAS, the City of New Smyrna Beach (City) requested proposal for PROFESSIONAL EMERGENCY DEBRIS HAULING & DISPOSAL SERVICES, via RFP 19-PW-16; and

WHEREAS, the City accepted the qualifications of Phillips & Jordan Inc.; and

WHEREAS, the parties desire to enter into the third of five, one (1) year optional renewals of the contract Pursuant to the RFP 19-PW-16; and

WHEREAS, the parties have agreed to a 2.3% CPI increase to the individual costs; and

WHEREAS, Phillips & Jordan, Inc. has changed its name to Phillips Heavy, Inc., as documented in Attachment A.

NOW, THEREFORE, THE CITY AND PHILLIPS & JORDAN Inc., AGREE AS FOLLOWS:

1. The City and Phillips & Jordan Inc., agree to all the terms and conditions as stated and contained in the Emergency Debris Hauling & Disposal Agreement, RFP 19-PW-16, including, any/all Attachments, Addenda, and the firm's Request for Proposals response submitted, each being incorporated by reference herein. 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 term of this contract renewal agreement shall run thru June 30th, 2027, and is for the third optional one-year renewal. The parties have agreed to a 2.3% CPI-U (Consumer Price Index for all Urban Consumers) increase to the individual costs, based upon the U.S. Bureau of Labor Statistics for the Southeast Region, for the services provided by Phillips Heavy, Inc. during the term of this extension for the individual costs. Phillips & Jordan, Inc., filed a name change amendment on Sunbiz on June 12, 2025, and now does business in the name Phillips Heavy, Inc.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date:_____

Attest: _____
Sharon Taylor-Harding, City Clerk

PHILLIPS HEAVY INC.

Signed by:
By: Jason Garner
9BE67714D1088450...
Jason Garner, Treasurer

Date: 4/15/2026

APPROVED AS TO CORRECTNESS AND FORM:

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

RFP 19-PW-16: Joint Procurement Emergency Debris Hauling
Phillips Heavy Inc. 2026 Contract Renewal
Exhibit F: Attachment 1 (Rate Schedule)

| # | DESCRIPTION | QTY | UOM | CURRENT RATE | NEW RATE |
|---|---|---|---|---|---|
| 1 | SECTION 1. | HEAVY EQUIPMENT | | | |
| 1.1 | Skid Steer Loader, Bobcat | 1 | HR | $97.66 | $99.91 |
| 1.2 | Backhoe, Cat 416 | 1 | HR | $138.78 | $141.97 |
| 1.3 | Wheel Loaders, Cat 950 | 1 | HR | $143.92 | $147.23 |
| 1.4 | Wheel Loaders, Cat 966 | 1 | HR | $169.62 | $173.52 |
| 1.5 | Wheel Loaders, Cat 980 | 1 | HR | $190.18 | $194.55 |
| 1.6 | Tracked Loader, Cat 955 | 1 | HR | $149.06 | $152.49 |
| 1.7 | Towed Loader w/Tractor | 1 | HR | $221.02 | $226.10 |
| 1.8 | Self Loading Knuckle Boom Truck, 25 - 35 CY Body | 1 | HR | $231.30 | $236.62 |
| 1.9 | Self Loading Knuckle Boom Truck, 35 - 45 CY Body | 1 | HR | $231.30 | $236.62 |
| 1.10 | Dozer, Cat D4 | 1 | HR | $149.06 | $152.49 |
| 1.11 | Dozer, Cat D5 | 1 | HR | $169.82 | $173.73 |
| 1.12 | Dozer, Cat D6 | 1 | HR | $190.18 | $194.55 |
| 1.13 | Dozer, Cat D7 | 1 | HR | $200.46 | $205.07 |
| 1.14 | Dozer, Cat D8 | 1 | HR | $231.30 | $236.62 |
| 1.15 | Excavators, Cat 320 | 1 | HR | $138.78 | $141.97 |
| 1.16 | Excavators, Cat 325 | 1 | HR | $169.62 | $173.52 |
| 1.17 | Excavators, Cat 330 | 1 | HR | $179.90 | $184.04 |
| 1.18 | Tractor w/Box Blade, 80 HP | 1 | HR | $66.82 | $68.36 |
| 1.19 | Motor Grader, Cat 120G | 1 | HR | $169.62 | $173.52 |
| 1.20 | Crane, 30 TON | 1 | HR | $308.40 | $315.49 |
| 1.21 | Bucket Truck, Up to 50' Reach | 1 | HR | $154.20 | $157.75 |
| 1.22 | Bucket Truck, 50' to 75' Reach | 1 | HR | $169.62 | $173.52 |
| 1.23 | Bash Transfer Trailer w/ Tractor, 110 Yard | 1 | HR | $149.06 | $152.49 |

RFP 19-PW-16: Joint Procurement Emergency Debris Hauling
Phillips Heavy Inc. 2026 Contract Renewal
Exhibit F: Attachment 1 (Rate Schedule)

| # | DESCRIPTION | QTY | UOM | CURRENT RATE | NEW RATE |
|---|---|---|---|---|---|
| 1.24 | Mechanized Broom | 1 | HR | $77.10 | $78.87 |
| 1.25 | Street Sweeper | 1 | HR | $92.52 | $94.65 |
| 1.26 | Water Truck, 2000 Gallon | 1 | HR | $71.96 | $73.62 |
| 1.27 | Stump Grinder, Vermeer 252 | 1 | HR | $51.40 | $52.58 |
| 1.28 | Chipper w/2 Man Crew, Morbark Storm | 1 | HR | $154.20 | $157.75 |
| 1.29 | 12-Foot Tub Grinder, Morbark 1200 | 1 | HR | $514.00 | $525.82 |
| 1.30 | 13-Foot Tub Grinder, Morbark 1300 | 1 | HR | $565.40 | $578.40 |
| 1.31 | 14-Foot Tub Grinder, Diamond Z-1463 | 1 | HR | $616.80 | $630.99 |
| 1.32 | Equipment Transport w/ Tractor, 50 Ton | 1 | HR | $123.36 | $126.20 |
| 1.33 | Truck Mounted Winch, Tow Truck | 1 | HR | $87.38 | $89.39 |
| # | **DESCRIPTION** | **QTY** | **UOM** | **CURRENT RATE** | **NEW RATE** |
| **2** | **SECTION 2.** | **HAUL VEHICLES** | | | |
| 2.1 | Dump Truck, 10 to 15 CY | 1 | HR | $87.38 | $89.39 |
| 2.2 | Dump Truck, 16 to 20 CY | 1 | HR | $97.66 | $99.91 |
| 2.3 | Trailer Dump wfTractor, 30 to 40 CY | 1 | HR | $118.22 | $120.94 |
| 2.4 | Trailer Dump wfTractor, 41 to 50 CY | 1 | HR | $128.50 | $131.46 |
| 2.5 | Trailer Dump wfTractor, 51 to 60 CY | 1 | HR | $133.64 | $136.71 |
| 2.6 | Trailer Dump wfTractor, 61 to 70 CY | 1 | HR | $133.64 | $136.71 |
| 2.7 | Walking Floor Trailer wfTractor, 100 CY | 1 | HR | $138.78 | $141.97 |
| **3** | **SECTION 3.** | **TRANSPORTATION VEHICLE** | | **CURRENT RATE** | **NEW RATE** |
| 3.1 | Pickup Truck, 1/2 Ton | 1 | DAY | $123.36 | $126.20 |
| 3.2 | Pickup Truck, 3/4 Ton | 1 | DAY | $154.20 | $157.75 |
| 3.3 | Pickup Truck, 1 Ton | 1 | DAY | $205.60 | $210.33 |
| 3.4 | Box Truck, 3/4 Ton | 1 | DAY | $246.72 | $252.39 |

RFP 19-PW-16: Joint Procurement Emergency Debris Hauling
Phillips Heavy Inc. 2026 Contract Renewal
Exhibit F: Attachment 1 (Rate Schedule)

| # | DESCRIPTION | QTY | UOM | CURRENT RATE | NEW RATE |
|---|---|---|---|---|---|
| 3.5 | Utility Van, 3/4 Ton | 1 | DAY | $205.60 | $210.33 |
| 3.6 | Passenger Van, 9 Passenger | 1 | DAY | $205.60 | $210.33 |
| 3.7 | Passenger Car, Full Size | 1 | DAY | $133.36 | $136.43 |
| **4** | **SECTION 4.** | **PERSONNEL** | | **CURRENT RATE** | **NEW RATE** |
| 4.1 | Superintendent w/Pickup Truck | 1 | HR | $97.66 | $99.91 |
| 4.2 | Supervisor w/Pickup Truck | 1 | HR | $87.38 | $89.39 |
| 4.3 | Safety or QC Manager w/Pickup Truck | 1 | HR | $97.66 | $99.91 |
| 4.4 | Mechanic wfTruck and Tools | 1 | HR | $70.93 | $72.56 |
| 4.5 | Climber w/Gear | 1 | HR | $70.93 | $72.56 |
| 4.6 | Operator w/Chainsaw | 1 | HR | $55.51 | $56.79 |
| 4.7 | Laborer wfTools | 1 | HR | $51.40 | $52.58 |
| 4.8 | Traffic Control Personnel | 1 | HR | $46.26 | $47.32 |
| 4.9 | Ticket Writers | 1 | HR | $46.26 | $47.32 |
| 4.10 | Clerical | 1 | HR | $46.26 | $47.32 |
| 4.11 | Administrative Assistant | 1 | HR | $51.40 | $52.58 |
| # | **DESCRIPTION** | **QTY** | **UOM** | **CURRENT RATE** | **NEW RATE** |
| **5** | **SECTION 5.** | **Tree and C&D Operations** | | | |
| 5.1 | Vegetative debris load and haul - from Right of Way/ Public Property to DMS or FDS | 1 | CY | $11.56 | $11.83 |
| 5.2 | Removal of Eligible Hazardous Trees | | | | |
| | Work consists of removing hazardous trees and placing debris on the ROW to be hauled under Item 5.1 | | | | |
| | 6 inch to 12.99 inch diameter | 1 | EA | $46.26 | $47.32 |
| | 13 inch to 23.99 inch diameter | 1 | EA | $97.66 | $99.91 |

RFP 19-PW-16: Joint Procurement Emergency Debris Hauling
Phillips Heavy Inc. 2026 Contract Renewal
Exhibit F: Attachment 1 (Rate Schedule)

| # | DESCRIPTION | QTY | UOM | CURRENT RATE | NEW RATE |
|---|---|---|---|---|---|
| | 24 inch to 35.99 inch diameter | 1 | EA | $138.78 | $141.97 |
| | 36 inch to 47.99 inch diameter | 1 | EA | $200.46 | $205.07 |
| | 48 inch and larger diameter | 1 | EA | $231.30 | $236.62 |
| | | | | | $0.00 |
| 5.30 | Removal of Eligible Hazardous Limbs - Per Tree | | | | $0.00 |
| | Work consists of removing (cutting) hazardous limbs greater than 2 in. in diameter from trees and placing debris on the ROW to be hauled under Item 5.1 | 1 | per tree | $115.65 | $118.31 |
| | | | | | |
| 5.40 | Extraction of Eligible Hazardous Stumps | | | | |
| | Work consists of removing hazardous stumps, backfill, transport DMS or Final Disposal. | | | | |
| | Greater than 24 inch to 36.99 inch diameter | 1 | EA | $231.30 | $236.62 |
| | 37 inch to 48.99 inch diameter | 1 | EA | $257.00 | $262.91 |
| | 49 inch and larger diameter | 1 | EA | $282.70 | $289.20 |
| | | | | | $0.00 |
| 5.5 | Load and haul Construction and demolition debris, including white goods - from Right of Way/ Public Property to DMS or FDS | 1 | CY | $11.56 | $11.83 |
| 5.6 | Load and haul reduced vegetative debris - from DMS to FDS *TBD by no later than 30 days after emergency event | 1 | CY | $10.79 | $11.04 |
| 5.7 | Load and Haul of Compacted C & D mixed and other non-vegetative materials - from DMS to FDS) *TBD by no later than 30 days after | 1 | Per Ton | $38.03 | $38.90 |
| 5.8 | Pass Thru Tipping Fees | 1 | CY/TN | At Cost | At Cost |
| 6 | **SECTION 6.** | **OTHER SERVICES** | | **CURRENT RATE** | **NEW RATE** |
| 6.1 | Debris removal from lakes and canals | 1 | CY | $43.17 | $44.16 |
| 6.2 | Restoration of canal banks and slopes | 1 | LF | $41.12 | $42.07 |
| 6.3 | Removal of motor vehicles including towing, processing and disposal | 1 | EA | $257.00 | $262.91 |

RFP 19-PW-16: Joint Procurement Emergency Debris Hauling
Phillips Heavy Inc. 2026 Contract Renewal
Exhibit F: Attachment 1 (Rate Schedule)

| # | DESCRIPTION | QTY | UOM | CURRENT RATE | NEW RATE |
|---|---|---|---|---|---|
| 6.4 | Removal of boats including towing, processing, and disposal | 1 | LF | $41.12 | $42.07 |
| 6.5 | Hazardous Waste and contaminated debris removal and disposal | 1 | CY | $46.26 | $47.32 |
| 6.6 | Provision of emergency potable water | 1 | GL | $1.95 | $1.99 |
| 6.7 | Provision of emergency ice | 1 | LB | $1.28 | $1.31 |
| 6.8 | Temporary bathrooms/port-o-lets (month) | 1 | EA | $257.00 | $262.91 |
| 6.9 | Provision of temporary satellite phone (day) | 1 | EA | $102.80 | $105.16 |
| 6.10 | Provisions of emergency generators - 25kw to 50kw (day) | 1 | EA | $257.00 | $262.91 |
| 6.11 | Provisions of emergency generators - 50kw to 100kw (day) | 1 | EA | $272.42 | $278.69 |
| 6.12 | Provisions of emergency generators - 100kw to 150kw (day) | 1 | EA | $462.60 | $473.24 |
| 6.13 | Provisions of emergency generators - 250kw (day) | 1 | EA | $771.00 | $788.73 |
| 6.14 | Sewer, culvert and catch basin cleaning including transportation and disposal | 1 | CY | $46.26 | $47.32 |
| 6.15 | Grinding / Incinerating | 1 | CY | $2.31 | $2.36 |

**THE CITY OF NEW SMYRNA BEACH - PUBLIC WORKS**

**CONSIDER THE APPROVAL OF THE RENEWAL OF THE EMERGENCY DEBRIS MONITORING AGREEMENTS.**

**April 28, 2026**

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**Background:**

In 2019, the city participated in a joint procurement process with the City of Holly Hill and the City of South Daytona for Emergency Debris Monitoring Services. The City of Holly Hill was the lead overseeing the procurement process, however, a representative from each city participated in the evaluation process. Based on the evaluation results, three (3) companies were recommended and awarded a contract: Rostan Solutions Inc Tetra Tech Inc Thompson Consulting Services LLC The agreement included an initial term of five (5) years from June of 2019 thru June of 2024 with five (5) one (1) year renewal options. This request is the third optional renewal and would run from July 2026 to June 2027. Approval of the one (1) year renewals will put us in the best spot to activate these agreements ahead of a storm or event.

**Fiscal Analysis:**

Dependent on the storm and the amount and type of debris.

**Strategic Plan Item:**

No

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

**Attachments:**

Rostan Renewal Signed.pdf
Tetra Tech Renewal Signed.pdf
Thompson Renewal Signed.pdf

**CONTRACT RENEWAL**
**FOR EMERGENCY DEBRIS MONITORING SERVICES**
**Rostan Solutions LLC**

**WHEREAS**, the City of New Smyrna Beach (City) requested proposal for PROFESSIONAL EMERGENCY DEBRIS MONITORING SERVICES, via RFP 19-PW-15; and

**WHEREAS**, the City accepted the qualifications of Rostan Solutions LLC, and

**WHEREAS**, the parties desire to enter into the third of five, one (1) year optional renewals of the contract Pursuant to the RFP 19-PW-15; and

**WHEREAS**, statutes, laws and requirements of federal contracts have changed since the parties entered into a contract in 2019 for Emergency Debris Monitoring services; and

**WHEREAS**, the parties amended the contract to add, amend, and include the additional terms and forms in the 2026 contract renewal; and

NOW, THEREFORE, THE CITY AND ROSTAN SOLUTIONS LLC, AGREE AS FOLLOWS:

1. The parties agree to renew the contract for an additional one-year term which shall run thru June 30, 2027, and is the third optional one-year renewal.

2. 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.

3. The City and Rostan Solutions, LLC., agree to all remaining terms and conditions as stated and contained in the Emergency Debris Monitoring Services, RFP 19-PW-15, including any/all Attachments, Addenda, and the firm's Request for Proposals response submitted, each being by reference incorporated herein, including the additional terms, conditions, and addendum to the 2024 contract renewal. 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.

| **ATTEST** | **Rostan Solutions, LLC.** |
|---|---|
| *Authorized Signature* | *Authorized Signature* |
| Denise Jankauskas, Data Manager | Travis Mays, Principal/Vice President |
| Print Name and Title | Print Name and Title |
| Address: 9897 Lake Worth Road, Suite 303 Lake Worth, FL 33467 | Address: 9897 Lake Worth Road, Suite 303 Lake Worth, FL 33467 |
| Date: 3/30/2026 | Date: 3/30/2026 |

**CONTRACT RENEWAL**
**FOR EMERGENCY DEBRIS MONITORING SERVICES**
**Tetra Tech Inc.**

**WHEREAS**, the City of New Smyrna Beach (City) requested proposal for PROFESSIONAL EMERGENCY DEBRIS MONITORING SERVICES, via RFP 19-PW-15; and

**WHEREAS**, the City accepted the qualifications of Tetra Tech, Inc. and

**WHEREAS**, the parties desire to enter into the third of five, one (1) year optional renewals of the contract Pursuant to the RFP 19-PW-15; and

**WHEREAS**, statutes, laws and requirements of federal contracts have changed since the parties entered into a contract in 2019 for Emergency Debris Monitoring services; and

**WHEREAS**, the parties amended the contract to add, amend, and include the additional terms and forms in the 2026 contract renewal; and

NOW, THEREFORE, THE CITY AND TETRA TECH INC. AGREE AS FOLLOWS:

1. The parties agree to renew the contract for an additional one-year term which shall run thru June 30, 2027, and is the third optional one-year renewal.

2. 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.

3. The City and Tetra Tech Inc. agree to all remaining terms and conditions as stated and contained in the Emergency Debris Monitoring Services, RFP l9-PW-15, including any/ all Attachments, Addenda, and the firm's Request for Proposals response submitted, each being by reference incorporated herein, including the additional terms, conditions, and addendum to the 2024 contract renewal. 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.

| **ATTEST** | **Tetra Tech, Inc.** |
|---|---|
| *Authorized Signature* | *Authorized Signature* |
| Kayla Lemaire, Contracts Administrator | Jonathan Burgiel, Business Unit President |
| Print Name and Title | Print Name and Title |
| Address: 2301 Lucien Way, Suite 120, Maitland, FL 32751 | Address: 2301 Lucien Way, Suite 120, Maitland, FL 32751 |
| Date: April 3, 2026 | Date: April 3, 2026 |

**CONTRACT RENEWAL**
**FOR EMERGENCY DEBRIS MONITORING SERVICES**
**Tetra Tech Inc.**

| ATTEST | CITY OF NEW SMYRNA BEACH |
|---|---|
| _____ | _____ |
| Sharon Taylor-Harding, City Clerk<br>210 Sam's Avenue<br>New Smyrna Beach, Florida 32168 | Fred E. Cleveland, Mayor |
| Date: _____ | Date: _____ |

APPROVED AS TO CORRECTNESS AND FORM

Carrie Avallone, ESQ, City Attorney: _____ Date: _____

**CONTRACT RENEWAL**
**FOR EMERGENCY DEBRIS MONITORING SERVICES**
**Thompson Consulting Services, LLC**

**WHEREAS**, the City of New Smyrna Beach (City) requested proposal for PROFESSIONAL EMERGENCY DEBRIS MONITORING SERVICES, via RFP 19-PW-15; and

**WHEREAS**, the City accepted the qualifications of Thompson Consulting Services, LLC., and

**WHEREAS**, the parties desire to enter into the third of five, one (1) year optional renewals of the contract Pursuant to the RFP 19-PW-15; and

**WHEREAS**, statutes, laws and requirements of federal contracts have changed since the parties entered into a contract in 2019 for Emergency Debris Monitoring services; and

**WHEREAS**, the parties amended the contract to add, amend, and include the additional terms and forms in the 2026 contract renewal; and

NOW, THEREFORE, THE CITY AND THOMPSON CONSULTING SERVICES, LLC., AGREE AS FOLLOWS:

1. The parties agree to renew the contract for an additional one-year term which shall run thru June 30, 2027, and is the third optional one-year renewal.

2. 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.

3. The City and Thompson Consulting Services, LLC., agree to all remaining terms and conditions as stated and contained in the Emergency Debris Monitoring Services, RFP 19-PW-15, including any/all Attachments, Addenda, and the firm's Request for Proposals response submitted, each being by reference incorporated herein, including the additional terms, conditions, and addendum to the 2024 contract renewal. 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.

| **ATTEST** | **Thompson Consulting Services, LLC.** |
|---|---|
| Lydia Pena | |
| *Authorized Signature* | *Authorized Signature* |
| Lydia Pena, Accounting Coordinator | Daniel Gardner, Vice President |
| Print Name and Title | Print Name and Title |
| Address: 2601 Maitland Center Pkwy, Maitland, FL 32751 | Address: 2601 Maitland Center Pkwy, Mailtand, FL 32751 |
| Date: 03/31/2026 | Date: 03/31/2026 |

**CONTRACT RENEWAL**
**FOR EMERGENCY DEBRIS MONITORING SERVICES**
**Thompson Consulting Services, LLC**

| ATTEST | CITY OF NEW SMYRNA BEACH |
|---|---|
| _____ | _____ |
| Sharon Taylor-Harding, City Clerk<br>210 Sam's Avenue<br>New Smyrna Beach, Florida 32168 | Fred E. Cleveland, Mayor |
| Date: _____ | Date: _____ |

APPROVED AS TO CORRECTNESS AND FORM

Carrie Avallone, ESQ, City Attorney: _____ Date: _____

**THE CITY OF NEW SMYRNA BEACH - CAPITAL IMPROVEMENTS PROJECT**

**CONSIDER THE APPROVAL OF THE PROPOSAL FROM DREDGING MARINE CONSULTANTS (DMC) FOR THE DESIGN OF THE REPLACEMENT SEAWALL AND DOCKS ALONG RIVERSIDE PARK.**

**April 28, 2026**

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**Background:**

Improvements have been proposed for the existing seawall, which is nearing its structural life expectancy, and docks at the Brannon Center and Riverside Park located at 105 South Riverside Drive, New Smyrna Beach, FL, 32168. These improvements include the replacement of approximately 1,450 linear feet of seawall and railing, improvements/replacement of three (3) pier structures, replacements of the decking, lighting system and/or piles of a fishing pier under the south causeway bridge, a new floating dock system, and the replacement of the existing sidewalks abutting the seawall with a new trailway/sidewalk system with lighting. Dredging & Marine Consultants (DMC), who is currently under a continuing services contract for professional engineering services will provide field inspections, design, engineering, and permitting associated for the design of the replacement of the Seawall and Docks. Attached is the proposal from DMC.

**Fiscal Analysis:**

The total design cost is $422,400.
37.5% F.I.N.D. grant reimbursement amount is $158,400.
CRA fund account # 125 will cover the remaining balance.

**Strategic Plan Item:**

No

Staff Report Created By: Jesse Kobe

**Attachments:**

DMC Proposal - Riverside Park Seawall and Piers 3.8.26.pdf
DMC Current Contract.pdf

Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS

March 8, 2026

Mr. Jesse Kobe
Director of CIP
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

**RE: Professional Engineering Design & Permitting Services for Improvements to the Seawall, Piers/Docks, and Abutting Sidewalks at Riverside Park (Brannon Center); New Smyrna Beach, Florida.**

Dear Mr. Kobe:

**Dredging & Marine Consultants, LLC (DMC)** is pleased to submit this proposal to provide professional engineering design and permitting services, for the proposed improvements to the waterfront infrastructure at Riverside Park. These improvements shown in Figure 1 below include replacement of approximately 1,450LF of seawall and railing (A), improvements/replacement of three (3) pier structures (B), replacements of the decking, lighting system and/or piles of a fishing pier under the south causeway bridge (C), a new floating dock system (D), and replacement of the existing sidewalks abutting the seawall with a new trailway/sidewalk system (E) with lighting.

**Scope of Services:** DMC will assist with the following services as indicated in the tasks below.

***Task 1: Field Investigations and Grant Support –*** Under this task, DMC will:

- Conduct a thorough site assessment of the seawall and associated infrastructure to determine considerations for redesign, refurbishment, and/or replacement to support engineering and design efforts and options. We will coordinate with the Florida Department of Transportation (FDOT) for structures related to the bridge and infrastructure within its Right-of-Way (ROW), although the City may be responsible for some of the amenities in this ROW. We will also communicate with the New Smyrna Beach Utilities Commission for any utility plans, crossings along the seawall area for design considerations.
- DMC will support the City with potential grants. This will include drawings, plans, probable costs and any presentation efforts as may be requested.
- Coordinate necessary upland topographic survey 30 ft landward of seawall and hydrographic survey 50-100 ft waterward of the seawall.
- Coordinate necessary geotechnical investigations, ground penetrating radar services and probing along the existing seawall for potential buried debris for impacts during construction.
- Provide presentation drawings/concepts for the City for public information updates and one presentation to the City Administration/Commission.

***Task 2: Engineering Design –*** A summary of our planned engineering and design approach for each component is provided below:

**A – Seawall:**

DMC will design an approximately 1,450LF seawall system to replace the existing concrete seawall that has exceeded structural life expectancy. DMC will evaluate all existing stormwater outfalls and any subsurface utilities near the seawall, utility crossing, and other infrastructure within 30ft landward of the seawall. DMC will consider various seawall materials and recommend the best option for replacement. DMC will consider multiple design options that best increase structural integrity and longevity including anchoring system or concrete pile supports, etc. In addition, DMC will design and offer the City options for a railing system on top of the seawall.

**B – Pier/Dock Structures:**

DMC will design three (3) pier/dock structures to replace the existing structures that have been impacted by past storm impacts and repaired, as needed. In addition, as part of the design, DMC will evaluate and provide considerations for building the seawall along the newly replaced pier in front of the Brannon Center. DMC will offer the City two possible options for all the new structures with various materials options and design features for consideration with probable costs.

**C – Fishing Pier:**

DMC will evaluate and redesign the existing fishing pier structure under the South Causeway bridge. The structure has existing lighting and this will be evaluated for refurbishment or replacement of components based on our field assessment findings in Task 1. DMC will coordinate with both the City and FDOT as this structure is under their ROW for any design consideration.

**D – Floating Dock:**

DMC will design a new floating dock system connected to one of the new replacement piers. This will be designed to facilitate transient boaters and offer access from the waterway to this Park and its amenities.

**E – Trail:**

DMC will redesign the existing sidewalk with a possible 12-ft-wide multi-use trail along the seawall area. We will provide up to two options for material types to be used for the trail that will include colors or designs as well as facilitate two directional traffic and recreational use. DMC will assess lighting needs along the trail.

DMC will provide engineering and design services for the proposed structures above. This includes evaluating optimal layout and selecting appropriate materials based on site conditions, utilities and other resources protection considerations. Under this task DMC will provide probable costs for the multiple amenities being designed to facilitate construction cost considerations and grants.

DMC will develop a 30% plan set for the City's review and submission to permitting agencies. Following the City's feedback, a 60% plan set will be prepared. Once all comments from the City and permitting agencies have been addressed, DMC will produce a 90% plan set followed by a final 100% construction-ready plan set. All drawings will be signed and sealed by a Florida Professional Engineer. Probable costs and technical specifications will be developed under this task.

***Task 3: Permitting –*** DMC will coordinate pre-application meetings with the appropriate federal, state local regulatory agencies for construction of this project, including the City Planning and Zoning. DMC will compile all drawings, tables, and complete all forms needed to secure permits. DMC will respond to all Request for Additional Information. **Permitting fees are the responsibility of the Client.** Client will provide all ownership information for the entity that owns this property for permit documents. Any substantial dimensional and location changes to the existing dock structures may lead to additional resource survey requirements not included in this proposal. If this should occur, DMC will provide the City with additional service requirements for approval prior to any additional work.

***Task 4: Contingency Fees (10%) –*** DMC is recommending that a 10% contingency fee be added to facilitate any unforeseen conditions that may be discovered during the design process. Currently there are no plans available for the current seawall design, utilities, or facilities under the South Causeway Bridge which was likely designed by or under contract with FDOT. There may be additional permitting needs for resource surveys if the pier structures are modified or relocated from the exact location and square footage or changes that may be required and require approvals by both FDOT and New Smyrna Beach Utilities Commission. This contingency will enable DMC to continue work without significant delays or stoppage of work for approval. This contingency fee shall only be utilized with a written proposal and only after a signed authorization by the City's Project Manager.

**Budget:** DMC proposes to perform the above services, including expenses, for a Lump Sum fee not to exceed $384,000.00, including an additional 10% contingency of $38,400. DMC will invoice the City monthly for services rendered.

**Schedule:** DMC approximates 12 to 15 months to complete all design and permitting work. It is possible that delays may arise in the permitting process, however DMC will assist in expediting permitting responses.

Should you have any further questions please call 386-304-6505. We look forward to your authorization (Notice-to-Proceed) and to working with you on this project. Thank you.

Respectfully,
***Dredging & Marine Consultants, LLC***

Shailesh K. Patel, M.Sc. CPSSc.
Senior Project Manager

FIGURE 1


LEGEND:
A-SEAWALL
B-PIER/ DOCK STRUCTURES (3)
C-FISHING PIER
D-FLOATING DOCK
E-TRAIL

**CONTRACT RENEWAL**
**FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATIONS**
**DREDGING & MARINE CONSULTANTS, LLC**

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATIONS, via RFQ 04-16-ENG; and

WHEREAS, the City accepted the qualifications of Dredging & Marine Consultants, LLC, (Firm); and

WHEREAS, the parties desire to enter into the final fifth (5) optional one-year (1) renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND DREDGING & MARINE CONSULTANTS, LLC, AGREE AS FOLLOWS:

1. The City and Dredging & Marine Consultants, LLC, agree to all the terms and conditions as stated and contained in RFQ 04-16-ENG, including any/all Attachments, Addenda, and firm's Request for Proposals Response submitted, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year and is the fifth (5) and final optional one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from August 19, 2025 and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: June 16, 2025

Attest: _____
Sharon Taylor-Harding, Interim City Clerk

DREDGING & MARINE CONSULTANTS, LLC

By: _____

Name: Shailesh K. Patel

Title: President/ Managing Member

Date: 5/22/2025

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Carrie Avallone, City Attorney

Date: 8/19/2025

END OF CONTRACT FOR SERVICES

**THE CITY OF NEW SMYRNA BEACH - CAPITAL IMPROVEMENTS PROJECT**

**CONSIDER THE APPROVAL OF THE AWARD OF ITB-07-26-FIN TO TOWNS OF FLOORS LLC FOR THE CONSTRUCTION RENOVATION OF THE FINANCE DEPARTMENT AT CITY HALL.**

**April 28, 2026**

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**Background:**

In August of 2025 the City contracted Hall & Ogle Architects, for the architectural and engineering services for design and layout of the renovations off the office space on the second floor of City Hall. This renovation demolition and renovation would increase offices from 5 to 9, create two additional workstations, add a small conference space, update electrical, and improve the HVAC system in the office working space.

**Fiscal Analysis:**

Construction Project Cost: $153,700
Contingency Allowance up to the amount of 15%, $23,055, of the contract per approval of the CIP Director
Funds will come from account line: 00151901.562203.26CH

**Strategic Plan Item:**

No

Staff Report Created By: Jesse Kobe

**Attachments:**

ITB 07-26-FIN Finance Office Renovation.pdf
Evaluation Tabulation.pdf
Bid Proposal Town of Floors.pdf
Contract - signed by Contractor.pdf

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

https://www.cityofnsb.com/

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ITB 07-26-FIN

# FINANCE OFFICE RENOVATION

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RELEASE DATE: March 4, 2026
DEADLINE FOR QUESTIONS: March 23, 2026
RESPONSE DEADLINE: April 6, 2026, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:
https://procurement.opengov.com/portal/cityofnsb

# City of New Smyrna Beach

## ITB 07-26-FIN

## Finance Office Renovation


I. Public Notice .....
II. Introduction .....
III. General Definitions .....
IV. Due Dates .....
V. Project Specific .....
VI. Minimum Qualifications .....
VII. Total Bid Proposal .....
VIII. Information for Bidders .....
IX. Terms and Conditions .....
X. Contractor Specific .....
XI. Insurance Requirements .....
XII. Required Responses .....


Attachments:

A - Public Records
B - Draft Contract
C - City Forms
D - NSB Finance Department Project Manual
E - NSB Finance Dept. Renovation Plans

# I. Public Notice

## I.A Notice to Bidders - General

07-26-FIN

Finance Office Renovation

The City of New Smyrna Beach is seeking sealed bids from qualified and licensed Contractors for an office renovation project.

Bid documents are available through the City's eProcurement Portal at https://procurement.opengov.com/portal/cityofnsb document 07-26-FIN.

All required documents shall be completed and submitted through the City's eProcurement Portal.

**End of Advertisement**

Publish: Wednesday, March 4, 2026

Newspaper: Daytona News Journal
City website: www.cityofnsb.com
OpenGov: https://procurement.opengov.com/portal/cityofnsb

# II. Introduction

Thank you in advance for your interest in doing business with the City of New Smyrna Beach.

If you are interested in preparing a response to this solicitation, please read the bid package in its entirety prior to submitting a bid response. Your response is considered a binding offer to perform in the manner described in the bid response and shall remain a firm offer for a period of ninety (90) days from public opening.

All Bidders are advised that under Chapter 119, Florida Statutes, all responses to this solicitation are deemed a public record and are open to the public as provided for in said Statute.

The successful Bidder(s) must demonstrate in their submittal to be the lowest, most responsible and responsive Bidder which best meets the specifications and serves the overall needs of the city. Bids should be prepared in accordance with the instructions herein and all bid prices are rechecked thoroughly. Failure to provide the response in the manner prescribed herein may be grounds for disqualification of the submittal. The city reserves the right to waive any and all technicalities, formalities and to reject any or all bid submittals or to re-advertise for bid

submittals for these commodities/services. The city may withdraw all or part of this ITB at any time to protect the interests of the city.

The awarded Contractor must be registered with the Florida Department of State and licensed to do business in the State of Florida.

## II.A Summary

The project consists of a full renovation of the existing Finance Department located on the 2nd Floor of the City of New Smyrna Beach City Hall. Architectural design has been prepared by Hall & Ogle Architects, Inc. ensuring code compliance, updated layouts, and modernized finishes.

The remodel includes nine (9) private offices, two (2) open office spaces with built-in millwork, and an open conference/flex space. Also included are new finishes, including flooring, drywall, and ceiling tiles, as well as new/modified electrical and mechanical systems.

Work will be performed in phases to maintain continuity of daily operations within City Hall. The various departments located on the first floor of City Hall will remain operational through the duration of the project, as well as the break room located on the 2$^{nd}$ floor outside of the work area. Contractor is to coordinate with the assigned Project Manager to manage temporary access and minimize disruptions. Scheduling, safety measures, and contractor staging will be carefully planned to ensure disruption to the remaining departments is minimal.

## II.B Background

The city serves an area of 41.6 square miles in size and serves a population of approximately 33,402. It is located off of Florida's East Coast, in the County of Volusia, just north of Cape Canaveral with easy access to both Interstate 95 and Interstate 4. The City's fiscal year begins on October 1st and ends on September 30th.

The city was created in 1887 by adoption of its first charter, which was replaced by the present charter through Chapter 224.08, Special Acts of Florida, 1943.

The legislative branch of the city is composed of an elected five-member City Commission consisting of the mayor and four commissioners. The City Commission is governed by the City Charter and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission-appointed City Manager.

More detailed information on the government and can be found in City of New Smyrna's Comprehensive Annual Financial Report (CAFR). This report may be viewed on https://www.cityofnsb.com/105/Financial-Reports.

## II.C Contact Information

**Janet Vivian**
Purchasing Agent
210 Sams Avenue
New Smyrna Beach, FL 32168
Email: jvivian@cityofnsb.com
Phone: (386) 410-2600 Ext: 2654
**Department:**
Purchasing

## II.D Timeline

All dates are tentative. The City reserves the right to change scheduled dates.

| | |
|---|---|
| Issue Invitation to Bid Notice | March 4, 2026 |
| Pre-Bid Meeting (Non-Mandatory) | March 12, 2026, 3:00pm<br>In Person: 210 Sams Avenue, New Smyrna Beach, Fl. 2nd Floor of City Hall.<br>Initial meeting will be outside of City Hall. |
| Deadline for Written Questions | March 23, 2026, 5:00pm |
| Bid Due Date | April 6, 2026, 2:00pm |
| Bid Opening (Non-Mandatory) | April 6, 2026, 3:00pm<br>Microsoft Teams Meeting: Dial in by phone: 786-636-1338<br>Conference ID: 228 098 054# |
| Recommendation to the Commission | April 14, 2026 |

# III. General Definitions

The following is a list of definitions for common purchasing terms. These terms are defined to provide a common understanding. Terms "Consultant", “Contractor”, “Company”, “Firm”, “Corporation”, “Business”, “Proposer,” “Respondent”, and/or “Vendor,” are used interchangeably within solicitations and are in reference to the person or entity submitting a response to a solicitation.

A complete, comprehensive reference guide for public purchasing terms and concepts can be found on the National Institute Government Purchasing (NIGP) website.

## III.A Definitions

**Agreement:** An understanding, usually in writing, between two or more competent parties, under which one party agrees to certain performance as defined in the agreement and the second party agrees to compensation for the performance rendered in accordance with the conditions of the agreement. Agreements and contracts are sometimes used synonymously.

**Bid:** A quotation of price for commodity or service in response to an invitation to offer a price for commodity or service. These quotations may be formal or informal as defined herein.

**CCNA:** Consultants Competitive Negotiation Act. Services Florida Statute 287.055. Professional services provided by Engineers, Surveyors, Architects and Landscape Architects.

**City:** City of New Smyrna Beach.

**Claims and Notices**: A notice is defined to be information rendered by either party to the other upon a condition becoming known pursuant to the following requirements. All claims, requests, substitutions, changes, notices, delays, and all other forms of notices or claims by the Contractor to the Owner must be in writing and promptly presented to the City Manager or designee. If none is so made, it is irrefutably presumed not to have been given by the contractor to the Owner.

**Competitive Sealed Bids:** The receipt of one or more sealed bids or proposals submitted by responsive and qualified bidders or offerors.

**Construction:** The process of utilizing labor to build, alter, repair, improve, or demolish any structure, building or public improvement; generally, does not apply to routine maintenance, repair, or operation of existing real property.

**Consultant:** A person or company that possesses unique qualifications that allow them to perform specialized advisory services usually for a fee.

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

**Contractor:** A person or firm who contracts to sell commodities or contractual services to the City.

**Debarment:** 1. Prohibits a seller or contractor from bidding on future requirements for cause for a certain period of time. 2. A sanction brought against a seller whereby they may not engage in future procurement actions. 3. To exclude or shut out of future solicitations and contracting opportunities.

**Drawings:** The drawings listed and described in the Contract Documents.

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

**Evaluation Committee:** A committee established to conduct an evaluation of proposals, interviews, and negotiations during the solicitation process for a specific product or service. Usually composed of representatives from the functional area identified in the solicitation. May also be described as a Review Committee.

**Firm:** A partnership or business unit of two or more persons not recognized as a corporation.

**Formal Bid:** A written quotation of price for a commodity or service submitted in response to a written invitation or legal advertisement to offer a price for said commodity or service. Such quotations are submitted in a sealed envelope and opened at a specified time and place. Also known as a Solicitation.

**Informality or Waiver:** The act of disregarding minor informalities, errors, or technical nonconformance in the bid or proposal that will not adversely affect the competition or prejudice one bidder in favor of another.

**Owner:** City of New Smyrna Beach

**Professional Services:** Services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice. Florida Statute 287.055.

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

**Protest:** A written objection by an interested party to a solicitation or award of a contract with the intention of receiving a remedial result.

**Request for Proposals/Qualifications:** A written request for proposals or qualifications from interested vendors and service providers that may or may not ask for pricing information. Also known as an RFP or RFQ.

**Specifications:** A clear, complete, and accurate statement of the technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements have been met.

**Subcontractor:** Any person, firm or corporation other than the Contractor supplying material or labor for work at the site of the project. Such person or firm has contractual relations with the Contractor, but not with the Owner.

**Sunbiz:** Sunbiz.org is a web site for companies to register to transact business in the State of Florida. It is run by the Florida Department of State, Division of Corporations.

**Sunshine Law:** A law that requires public disclosure of a government act. Laws that require state and local agencies to conduct their business in the sunshine. In 1992, Florida voters reaffirmed the right to open government by approving an amendment adoption Article 1, [section] 24(6) of the Florida Constitution, which "grant[ed] constitutional status to the public's right of access to all levels of government." Many other states have also adopted similar laws. Public officials have a duty to conduct meetings in the sunshine. They also have a duty to protect the trade secrets of the suppliers with whom they do business.

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

**Vendor:** A person or entity that provides goods and/or services, usually for low-cost, low-risk, and short-term engagements.

# IV. Due Dates

## IV.A Prebid Meeting

An in person non-mandatory pre-bid meeting is scheduled at 3:00 pm on Thursday, March 12, 2026.

Initial meeting will be outside of City Hall located at 210 Sams Avenue, New Smyrna Beach, Fl.

Attendance is strongly encouraged to understand the requirements of the Scope of Work.

## IV.B Due Date for Questions

To ensure fair consideration for all parties, the city prohibits communication to or with any department, division, employee, or city representative from the issuance date of this solicitation until the City's final action. Unauthorized contact regarding this solicitation with any employee, and/or elected city officials of the City of New Smyrna Beach other than purchasing may result in disqualification from this procurement process of the contacting individual/firm submittal.

All questions related to this solicitation shall be submitted in writing via the OpenGov Question/Answer Tab via the City's e-Procurement portal, on or before 5:00 pm on Monday, March 23, 2026. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

When asking questions, be sure to enter each question separately.

Bidders must clearly understand that the only official answer or position of the City shall be the one stated in writing by the City.

All responses to questions will be in the form of an addendum that will be posted on OpenGov. Bidders are required to acknowledge receipt of the posted addendums, if any, by signing a posted addendum and submitting a signed copy with a submitted bid.

It is the responsibility of the prospective respondents to check OpenGov for addendum(s) and other important information pertaining to this solicitation. The City reserves the right to make a written request for additional information from a Contractor/Vendor to assist in understanding or clarifying a Bid Proposal. The responses are to be provided in writing.

The City is not responsible for the content of any public solicitation package received through any 3rd party bid service or any source not listed above. It is the sole responsibility of the contractor to ensure the completeness of the documents received from any 3rd party. The city is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from our or any website.

## IV.C Due Date for Bids

Electronic bids shall be received prior to 2:00 pm on Monday, April 6, 2026 via the City's e-Procurement Portal.

Submittals will not be permitted or accepted after this date and time. There is no expressed or implied obligation for the City of New Smyrna Beach to reimburse responding bidders for any expenses incurred in preparing a response to this solicitation.

Contact OpenGov technical support at support@opengov.com if technical difficulties arise during bid submission.

Received bids are subject to the conditions specified herein and on any attached sheets, specifications, special conditions, or vendor notes.

The city is not responsible for the failure of a Bidder or the Bidder's agent to submit responses in a timely manner. Bid submittals by email, telephone or fax shall be rejected as non-responsive.

## IV.D Opening of Bids

Electronic bids will remain sealed until the time of the opening listed in the Timeline of Section II of this document. Through Microsoft Teams, the received bids will be publicly opened, and the Bidders' names and bid amount will be read aloud at that time. It is important to note that this is public meeting, and the meeting will be recorded.

No discussion of the proposals will occur at this time.

# V. Project Specific

## V.A Project Description

The City of New Smyrna Beach is undertaking the renovation the City's Finance Department office space to improve functionality, efficiency, and overall work environment. This project aims to modernize the office space to meet current operational needs while providing a more professional setting. All work shall comply with the City of New Smyrna Beach adopted building codes and applicable standards.

Through this renovation, the city seeks to enhance workspace layout, upgrade essential infrastructure, and implement design improvements that align with best practices in municipal office construction. The project will be carried out in accordance with industry standards and regulatory requirements, with a focus on functionality, quality, sustainability, and long-term durability.

Location: The City of New Smyrna Beach Finance Department is located on the second floor of the City Hall building located at 210 Sams Avenue, New Smyrna Beach, Florida. The various

departments located on the first floor of City Hall will remain operational through the duration of the project.

Demolition: The majority of the demo of the existing area will be completed prior to the start of the reconstruction. The awarded contractor may need to provide a small amount of demo as they see fit to reconstruct the area.

Reconstruction (not limited to): The reconstruction includes nine (9) private offices, two (2) open office spaces with built-in millwork, and an open conference/flex space.

Project includes:

- New department layout throughout the scope of work area.
- Installation of interior finishes, flooring, ceiling tiles, doors, and painting throughout the remodeled area.
- Mechanical, electrical, and system adjustments throughout.

Timeline: Project shall begin the week of May 1st and completed prior to July 31st. Time is of the essence. It is imperative that the awarded contractor remain on time in the completion of the project.

Hours for Construction: As in accordance with the City of New Smyrna Beach Noise ordinance, all work must be completed with the hours provided below. Required work outside these hours must be pre-approved by the City's Engineer assigned to this project. Contact information will be provided upon award.

- Monday - Friday: 7 am to 7 pm
- Saturday: 8 am to 6 pm
- Sunday: 11 am to 6 pm

## V.B All Conditions Relating to Project

A. The bidder, by and through the submission of his bid, agrees that he/she has examined and that shall be held responsible for having examined the site, the location and route of all proposed work and for having satisfied himself as to the character of the route, the location, surface and underground obstruction, the nature of the ground water conditions, and all other physical characteristics of the work, in order that the bidder may include the prices which he bid, all costs pertaining to the work and hereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructs which shall be encountered in doing the proposed work.

B. The bidder agrees that he/she has carefully examined the drawings and the Contract, including all Contract Documents, and shall execute the Contract and perform all its items, covenants and conditions, all in strict compliance with the requirements of the specifications and drawings.

C. Any records of contours, obstructions, and other subsurface investigations shown on the drawings or included hereinafter were made solely for design purposes for the Work; and the

City and its Engineer do not warrant, guarantee, or represent that said data is correct with respect to actual subsurface conditions; therefore, the bidder, by and through the submission of its Bid affirms that it has made, or caused to be made, its own test holes and/or other investigations of such subsurface conditions, and/or that it has otherwise satisfied itself with respect to such conditions; and should the Bidder be awarded the Contract, it agrees that it shall make no claims against the City, City Engineer, or its consultants if, in carrying out the Work, it finds that the actual conditions do not conform to those indicated.

D. The bidder shall be responsible for having determined to its satisfaction, prior to the submission of its Bid, the nature and location of the Work, the conformation of the ground, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the ground water conditions, the character of equipment and facilities needed preliminary to and during the execution of Work, the general and local conditions and all other matters which can in any way affect the Work under this Contract. The prices established for the Work to be done shall reflect all costs pertaining to the Work. Any claims for extras based on substrata or ground water table conditions will not be allowed.

E. Permits. Prior to submission of its Bid, the bidder shall review the section titled Permits of the General Conditions.

## V.C Submission of Bids

A. Signature of the Bidder. The Bid Proposal letter shall be signed by an authorized agent of the firm with documentation, as listed on the Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org (Sunbiz). If anyone other than the officers listed on the Sunbiz website will be signing this ITB, a Memorandum of Authority, signed by an officer of the firm allocating authorization shall be required. The memorandum of authority shall be on the firm's letterhead and shall clearly state the name, title and contact information for the individual designated by the firm. If the Bidder is an individual, the words "Doing Business As . . ." or "Sole Owner" shall appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words "Member of the Firm" shall be written beneath such signature. If the Bidder is a corporation, the title of the officer signing the Bid forms on behalf of the corporation must be stated and evidence of its authority to sign the Bid forms must be submitted with the proposal. If firm is not currently registered as a vendor in the State of Florida (Sunbiz), include documentation designation of contracting authority.

B. Basis for Bidding. The Bid price for each item shall be on a lump sum or unit price basis according to the form of the Bid proposal.

C. Bid Price. The total Bid price for the work shall be the total lump sum Bid prices and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the Bid form. In the event that there is a discrepancy on the Bid form due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project Bid amount. All Bids shall remain firm for ninety (90) days after the day of the Bid opening, but the City may, in its sole discretion, release any Bid and return the Bid security prior to that date. Extension of time when Bids shall remain opened

beyond the one hundred twenty days may be made only by mutual agreement between the City of New Smyrna Beach, the low Bidder, and the surety, if any, for the low Bidder.

## V.D Commencement of Work

The bidder agrees to commence work within TEN (10) CALENDAR DAYS after the date of the Notice to Proceed letter and shall complete the work within SEVENTY-FIVE (75) DAYS thereafter.

The City understands that lead times are becoming an issue throughout the construction industry. Consideration for extensions will be made for documented delays on purchase orders and substantiated lead time provided by suppliers.

## V.E Drawings

Drawings are provided in the Attachment Section of this document and are incorporated by reference to this agreement, which contains technical specifications for the work to be completed, in addition to drawings and other terms and conditions with which Contractor shall comply.

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

07-26-FIN, Finance Office Renovation

CITY OF NEW SMYRNA BEACH, FLORIDA

Checking of Drawings and Dimensions:

A. The Contractor shall check all drawings and specifications immediately upon their receipt and shall promptly notify the Owner, in writing, of any discrepancies.

B. The Contractor shall compare all drawings and verify the figures before laying out the work and shall be responsible for any errors, which might have been reasonably avoided thereby. When the type of equipment selected affects dimensions on the drawings, the Contractor shall adjust such dimensions as conditions may require to achieve the intent of the bid specifications.

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

## V.F Changes

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

Changes in the Work:

A. The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work. If applicable, the Contract total amount will be adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extensions of time caused thereby shall be adjusted at the time of ordering such changes.

B. The value of any such extra work or change shall be determined in one or more of the following ways: (a) by contract unit prices or (b) by an agreed lump sum price. In the event that the contract unit prices are not available and a lump sum price is not agreed upon, then the value of the extra work shall be determined by (c) the actual cost of: Labor, including foremen; Materials entering permanently into the work; The rental cost of equipment during the time of use on the extra work; Power and consumable supplies for the operation of power equipment; Insurance; Social Security, Old Age and Unemployment Contributions.

C. As a result of the preceding requirements, a Change Order shall be prepared in a form to be approved by the Owner.
The value of the extra work or change shall be determined at the time that the Change Order is authorized and agreed upon. In the event that the Change Order is of such nature as to fall under a Contract unit price, the Contract unit price shall be the value of such extra work, whether representing a deletion, or an addition, and method (b) or (c) shall be employed only if there is not an applicable Contract unit price. To the cost under (c), there shall be added a fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expenses.

D. It is the Contractor's responsibility to notify this Surety of any changes affecting the general scope of the work or change in the Contact Price and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the Owner.

E. No change orders that are a result of the Contractor's failure to reasonably anticipate any difficulties or complexities in the Project shall be the responsibility of Owner to pay.

## V.G Clean-up

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

## V.H Existing Underground Utilities

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

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

- Gas Mains – Florida Public Utilities Company
- Electric and Power Lines and Underground Cable - Utilities Commission, City of New Smyrna Beach
- Telephone Lines and Underground Cable - AT&T
- Water Mains and Sanitary Sewers - Utilities Commission City of New Smyrna Beach, Florida
- Storm Sewers - City of New Smyrna Beach, Florida
- Cable TV and Underground Cable - Spectrum

## V.I Inspection and Testing of Materials and Equipment

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

# VI. Minimum Qualifications

## VI.A Minimum Qualifications

Bidders responding to this ITB must demonstrate experience and qualifications in performing work similar in size and complexity to this project. Each Bidder must submit the following required information:

- Previous experience and references: Firms must demonstrate a minimum of five (5) years of experience in performing work similar in size and scope as detailed herein. Provide a brief description of work, including location, dates of contract, names, addresses, email addresses and telephone numbers of owners by completing the Reference Form included herein.
- Evidence of authority to conduct commercial business in the State of Florida: Provide Sunbiz report showing your company registered as "Active"
- Professional Licenses: Provide all licenses that qualify the firm for the type of work as identified herein.
- Bonds: Provide applicable bond documents, when required.
- Financial Capacity: The Bidder may be required to provide financial performance information upon request by the City. The financial information must be received by the City within five Days (5) of Bidder receiving the written request. Submittals requested pursuant to this subsection may be in addition to those required elsewhere.

Note: If you are not a single prime contractor, you will be required to list all subcontractors to be used for this project and their professional licenses.

The City of New Smyrna Beach reserves the right to require the bidder to submit such evidence of his/her qualifications and experience as it may deem necessary and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a bidder.

# VII. Total Bid Proposal

The City of New Smyrna Beach reserves the right to evaluate the bids received and award the lowest, most responsive and responsible bidder as determined to be in the best interest of the City and their funding partners.

The uploaded bid must be the same price submitted below. There shall be no hidden costs associated with this project. Full disclosure of nature and amount of all fees and charges is mandatory. A detailed bid proposal shall be uploaded in Section XII of this document.

PRICING TABLE

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
|---|---|---|---|---|---|
| 1 | Base Bid | 1 | Base Bid | | |
| 2 | Payment and Performance Bond | 1 | PP Bond | | |
| TOTAL | | | | | |

CONTRACTOR'S CONTINGENCY

| Line Item | Description | Unit of Measure | Percentage |
|---|---|---|---|
| 1 | Contingency | 15% of Total | |

# VIII. Information for Bidders

## VIII.A Acceptance of Conditions

Within ninety (90) days after the opening of the bids, the City shall accept one of the bids or shall act in accordance with Information for Bidders Right to accept and reject Bids. Bids shall be awarded in accordance with the Federal, State and Local regulations. The project shall be awarded to the lowest, most responsive, and responsible bidder whose bid meets the specifications. Before an award of the contract, the City reserves the right to request additional information to clarify a bid submittal.

## VIII.B Ambiguity, Conflict, or Other Errors

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or any other errors in this document, the bidder shall immediately notify the Purchasing Agent, noted herein, of such error in writing and request a modification or clarification of the document. The Purchasing Agent shall make modifications by issuing an addendum and shall post to the City's e-Procurement portal and give written notice to all parties who have received this document. No interpretation shall be considered binding unless provided in writing by the City of New Smyrna Beach.

The bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this document prior to submitting a response or it shall be waived.

## VIII.C Americans with Disabilities Act

Persons with disabilities needing special accommodation at public meetings should contact the Purchasing Department at 386-410-2654, no later than seven (7) days prior to the appropriate date on which the accommodation is requested.

## VIII.D Assignment

The Bidder shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City.

## VIII.E Bid Bond

The bid response shall be accompanied by a Bid Security of no less than ten (10%) percent of the amount of the Bid Proposal. Failure of the Bidder to supply same, in the amount and type required, shall automatically render the Bidder as non-responsive resulting in the disqualification from further consideration of their bid response.

The Bid Security Bond shall be submitted in the form of a Bid Bond in the amount of ten (10%) percent of the total Bid price, made payable to the City of New Smyrna Beach, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.

The surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com.

In lieu of a Bid Bond, the Bidder may submit cash (U.S. currency only), money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of ten (10%) percent of the total Bid price. Money orders and checks must be made payable to the City of New Smyrna Beach.

The terms of the ITB Security Bond shall be:

A. The Bidder shall enter into an agreement if awarded to the Bidder;

B. The surety (or alternate form of security forfeit) shall be responsible for the costs resulting from the failure of the Bidder to enter into an Agreement if awarded to the Bidder; including the increased costs associated with awarding to the next most responsive, responsible Bidder and costs associated with conducting the Bid process and letting the agreement;

C. To promptly enter into an agreement to perform the work and furnish the required Performance and Payment Bond, if applicable; and

D. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received as bid security bond into an interest-bearing account, shall be retained by the City.

A copy of the bid bond must be uploaded with the proposal response in the form of a Bid bond, certified funds or an irrevocable letter of credit in a sum equal to the amount of ten (10%) percent of the amount of the bid proposal. The contractor shall guarantee the total proposal price for a period of 90 days from the date of the proposal opening.

If the contractor selects to submit a cashiers' check or cash bond it must be received by the City no later than 2:00 pm on Monday, April 6, 2026. Please submit in a sealed envelope to the following address:

City of New Smyrna Beach

210 Sam's Avenue

New Smyrna Beach, Florida 32168

Attention: Purchasing Department

Return of Bid Security Bond: As soon as the bid responses have been evaluated, the City may, at its sole discretion, return or release the bid security bonds accompanying such bid responses, which in its sole judgment, would not likely be considered for award. All other Bid Security Bonds will be held until award of this project and the agreement has been executed by the successful Bidder; after which any remaining Bid Security Bonds will be returned to the respective Bidders. It shall be the sole responsibility of the Bidder to request in writing from the City the return of the Bid Security Bond or alternative form of security used. Bid Security Bond or alternative form of security used shall not be returned unless requested by the Bidder in writing.

## VIII.F Cancellation

The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.

## VIII.G Certification of Independent Price Determination

By submission of a response, the Bidder certifies that in connection with this bid submittal:

A. The pricing and/or fees associated with this bid submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted on this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.

No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

## VIII.H City's Rights

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

Any bid may be rejected which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for, or which does not contain prices set opposite to each of the several items in the bid form, or in which any of the prices are obviously unbalanced, or which shall in any manner fail to conform to the conditions of the published notice inviting bids.

The City also reserves the right to award a contract based on experience and qualifications or to award only a portion of the services specified, if deemed to be in the City's best interest.

## VIII.I Collusion

More than one (1) bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

The Bidder, by affixing its signature to a submitted bid, certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation submitting making a bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

## VIII.J Completeness and Compliance

Submitted Bids shall contain the information as required in this solicitation. Failure to submit the required information, or bids that are incomplete and/or lack key information, may be rejected by the City.

All items contained in the bid must be in total compliance with the specifications of this solicitation. Alternate bids will not be considered unless specifically called for in this solicitation. Bidders' attention is specifically called to the terms, conditions, and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to the extent that you confirm acceptance by your electronic submission.

By submitting a bid response, the Bidder certifies that the Bidder has fully read and understands this solicitation document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

## VIII.K Conditions of Work

Each bidder shall have read and be thoroughly familiar with the Contract Documents. Failure to do so shall not relieve the successful bidder of his obligation to furnish all labor, materials and equipment necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the consideration set forth in his bid. No effort is made to emphasize any

particular provision of the Contract, but bidders must familiarize themselves with every provision and its effect. The Owner makes no representations other than those stated or shown directly in the Contract Documents.

In case there is any item in the Contract Document which is not clear to the bidder, or which may, in the Contractor's opinion, be impossible to comply with, the bidder is urged to immediately notify the City by submitting all inquiries via the City's e-Procurement Portal. If it is considered necessary and time permits, an addendum shall be forwarded to each holder of the drawings and specifications to clarify the question.

The Contractor, by and through the submission of the bid, agrees that it shall be held responsible for having heretofore examined the site, the location and route of all the proposed work and for having satisfied the Contractor as to the character of the route, the location, surface and underground obstructions, the nature of the ground water conditions and all other physical characteristics of the work, in order that it may include in the prices with its bid, all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructions which shall be encountered in doing the proposed work.

## VIII.L Cone of Silence/Lobbying

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Commission Member, the City Manager, any requesting or evaluating Department/Division/Office Personnel, concerning an active solicitation during the black-out period.

A lobbying black-out period commences upon the issuance of this solicitation document.

If a recommendation to award is presented to City Commission for approval or for a request to provide authorization to negotiate a contract and the City Commission refers the item back to the City Manager, Procurement Department and/or the requesting Department for further review or otherwise and does not take action on the item, the cone of silence/lobbying black-out period will be reinstated until such time as the City Commission meets to consider the item for action.

Bidders, proposers, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Commission member, the City Manager, City Staff, and/or any member of the evaluation committee concerning an active solicitation during the cone of silence/lobbying black-out period.

## VIII.M Conflict of Interest

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their proposal the name of any officer, director, partner, proprietor, associate, or agent who is also an officer or employee of the City or any of its agencies. Further, all Bidders must disclose the name of any officer or employee of the City who

owns, directly or indirectly, any interest in the Offeror's firm or any of its branches or affiliate companies.

## VIII.N Corporate Standing and Authorized Signatory

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is an authorized signatory on behalf of the Proposer to negotiate and/or sign contracts, agreements, amendments and related documents to which the Proposer will be duly bound. Examples of satisfactory demonstration documents include:

A. A copy of your Articles of Incorporation listing the approved signatories of the corporation.

B. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Failure to sign and witness the Proposer's signature form may result in disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

## VIII.O Cost of Submittal

The Bidder understands that any and all costs related to the submittal of a proposal is considered an operational cost to the Bidder and shall not be passed on to or be borne by the City. By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the City shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

## VIII.P Determining Responsibility

The determination as to whether a Bidder is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation.

The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete projects timely, whose investigations show bidder is not in a position to perform the contract.

In determining responsibility, the following qualifications, in addition to price, may be considered:

A. The Bidder's ability, capacity, and skill to provide the goods or to perform the service within the time specified;

B. The character, integrity, reputation, judgement, experience and efficiency of the Bidder;

C. The quality of performance of previous contracts or services including previous performance with the City;

D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;

E. Quality Control Program.

F. Contract claims, litigation filed against the Bidder or filed by the Bidder for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.

G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,

H. Whether the Bidder is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Bidder's taxes or assessments are delinquent.

I. Such other information as may be relevant or secured.

## VIII.Q Effectiveness and Duration

The draft agreement provided in the "Attachment" Section of this document will be the contracting mechanism for the bid award. The agreement may not be amended, and any exceptions noted by the bidder to this document will not be considered. The draft agreement is provided as an example and shall not be included as part of your submittal.

An executed agreement or contract alone will not authorize the work or purchase of materials or require the City to place any orders for work or materials.

During the term of a contract, the City may require changes which alter the contract specifications provided that such changes are within the general scope of the contract. The parties agree to renegotiate to comply with any applicable current or revised state laws, regulation, or increases/decreases in allocations making any changes in the contract necessary.

Modifications of provisions shall only be valid through execution of a formal contract amendment and duly signed by both parties. There are no obligations to agree by either party.

In the event of a conflict in the interpretation of the Contract or the terms of the Contract, the interpretation most favorable to the Owner shall prevail.

## VIII.R Federal and State Tax

In accordance with Section 607.150 of the Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.150, prior to entering into a Contract with the City.

## VIII.S Governing Law/Jurisdiction

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

## VIII.T Human Trafficking

Compliant with Florida Statutes, 787.06.

A contract resulting from this solicitation is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided a complete Human Trafficking Affidavit provided in the Attachment Section of this document.

## VIII.U Immigration Reform and Control Act

Bidder acknowledges, and without exception or stipulation, any bidder receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded bidder to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

## VIII.V Joint Ventures

Bidders that are intending to submit a bid as a joint venture are required to have filed proper documents with the Division of Corporations, and/or any other State or local licensing agency prior to submitting a bid. Please refer to Section 489.119 Florida Statutes.

Joint venture bidders must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation for the project or services outlined herein.

## VIII.W Judgements/Legal Findings

By submitting a bid for consideration, the bidder affirms that they currently have no judgements or other legal findings nor have any pending judgements or other legal findings against the company or any of its executives, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this solicitation. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the City.

## VIII.X Legal Requirements

Federal, State, County and local laws, ordinances, rules, and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the bidder will in no way be cause for relief from responsibility.

## VIII.Y Liability

The City of New Smyrna Beach assumes no responsibility for the cost of preparing a response to this solicitation. The awarded bidder shall hold and save the City of New Smyrna Beach, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a contract which may result from award of this solicitation.

Neither party shall be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, acts of nature and similar occurrences making performance impossible or illegal.

The bidder shall hold and save the City of New Smyrna Beach, its officers, agents, and employees harmless against claims by third parties resulting from the bidder's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges, and benefits of sovereign immunity.

## VIII.Z Method of Source Selection

The City of New Smyrna Beach is using the competitive sealed bid methodology of source selection for this procurement, as authorized by the City Purchasing Policy.

## VIII.AA On-line Provider Disclaimer

The City of New Smyrna Beach Purchasing Department is the official source to obtain information relating to the City solicitations. All documents regarding this solicitation are posted utilizing an online bid management system, OpenGov.

There is no charge to register with OpenGov and/or to participate in the solicitation process.

This is a third-party provider that provides a platform to communicate solicitation information to the Public. OpenGov does not represent the City nor does communications through this provider constitute communications to the City. The City of New Smyrna Beach is not responsible for errors and omissions occurring in the transmission or downloading of any documents from the online website.

In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

## VIII.BB Payment

Florida Statute 218.70, et seq, known as the "Florida Prompt Payment Act" sets forth "the policy of this state that payment for all purchases by local governmental entities is made in a timely manner". This is also the policy of the City of New Smyrna Beach.

## VIII.CC Proposal, Presentation, and Protest Costs

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

## VIII.DD Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all bidders should be aware that Invitation to Bids and the responses thereto are in the public domain. However, the bidders are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing, specifically the applicable exempting law.

A generic notation that information is “confidential” is not sufficient. Failure to provide the Procurement Agent with a detailed explanation and justification including statutory cites and specific reference to your bid submittal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire bid submittal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes

All proposals received from bidders in response to this Invitation to Bid will become the property of the City of New Smyrna Beach and will not be returned to the bidders. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

## VIII.EE Protest Procedures

A. Bidders or proposers who do not agree with the City's recommendation for award shall be afforded the opportunity to protest the recommendation by submitting written notice to the Purchasing Division. Bids or proposals not meeting the minimum published requirements, including specifications, Scope of Services, or required documents, are not subject to protest.

B. Such notice shall be given within three (3) business days after the City posts its notice of intent to award.

C. A formal written protest shall be made to the Purchasing Division within five (5) working days after filing the notice of protest, which shall state the grounds for the protest and the action requested.

D. The formal written protest shall include with it a bid protest bond in the amount of one percent (1%) of the estimated contract amount, as provided in Florida Statutes § 287.042(2)(c) and Rule 28-110.005 of the Florida Administrative Code. The notice of protest must be either hand-delivered and date and time stamped by the Finance Department, or sent via Certified U.S. mail, return receipt requested. Failure to file a protest within the timeframe specified herein shall constitute a full waiver of all rights to protest the City's decision regarding award of the bid. For full bid protest guidance, consult Section 9.1, Notice of Protest, of the City of New Smyrna Beach's purchasing policy.

## VIII.FF Public Entity Crimes

Pursuant to Section 287.133(12)(a) of the Florida Statutes, "A person or affiliate, who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO ($25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

## VIII.GG Public Records Act

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The proposer should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a proposer does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

**IF THE CONSTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386/410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.**

The contractor is required to comply with public records laws, specifically to:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

## VIII.HH Relation of City

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

## VIII.II Requests for Clarification

The City may, as it deems necessary, conduct discussions with responsible bidders for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

Requests by the Purchasing Agent to a bidder for clarification of a submittal shall be in writing. Bidder's failure to respond to request for clarification may deem proposer to be non-responsive and may be just cause to reject its bid.

## VIII.JJ Single Bid

Each bidder must submit, with their bid, the required forms included in this solicitation. Only one bid from a legal entity as a primary shall be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-contractor to any other bidder submitting under the same solicitation.

The received bids in violation of this requirement shall be deemed non-responsive and rejected from further consideration.

### VIII.KKState Registration Requirements

Bidders submitting a bid in response to this solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract.

Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations at (800) 755-5111 or visit the following website: (http://www.dos.state.fl.us).

### VIII.LL Title VI

No person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity of the City of New Smyrna Beach.

### VIII.MM Unbalanced Bids

As determined by the City, the city may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the City's opinion, the prices are, or appear to be, excessively unbalanced.

## IX. Terms and Conditions

### IX.A Claims and Damages

**Requirement for Notice:** Any requirements of the Contract Documents for notice of direction to the City shall be a condition precedent to be complied with by the Contractor before any claim for extra compensation can be made. See definition of Notice To Proceed.

**Claims for Extra Cost:** If the Contractor claims that any instructions in writing or by drawings or otherwise involve extra cost under this Contract, the Contractor shall give the City written notice on a form to be furnished by the City within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency of

endangering life or property. A decision by the City shall then be made as specified in "The Authority and Duties of the City - Status of the City" of this division. If this decision requires a Change Order, the procedure shall be as provided for in "Changes in the Work" Section. See definition of Terms and Conditions. No claim shall be valid unless so made.

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

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

The amount of and provision for liquidated damages as specified in this solicitation and as otherwise set forth in the Contract Document, shall be TWO HUNDRED FIFTY ($250.00) FOR EACH CALENDAR DAY of the delay until the work is completed or accepted. Said amount is agreed upon because the injury that the Owner may sustain by reason of contracting breach would be impossible to ascertain or estimate; such sum is agreed upon as liquidated damages and is intended as compensation for the injury suffered by the Owner, rather than as a penalty.

Additional Owner Expense:

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

## IX.B Notice to Proceed

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

## IX.C Off-Site Liability Coverage

In addition to all other terms, covenants and conditions, the Contractor agrees that in the event the structure is moved off-site, and during said move, the said structure either collapses or otherwise cannot be moved in the normal and customary manner, he shall be responsible for all costs to the City and any liability, tort or otherwise, imposed by law, and shall secure a policy of insurance to cover such an event in an amount of at least one million dollars and shall have the City of New Smyrna Beach as co-insured on said policy of insurance.

## IX.D Payments to the Contractor

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

Contractor's Warranty of Title:

A. The Contractor warrants and guarantees that title to all work, materials and equipment covered by an application for payment, whether incorporated in the project or not, shall pass to the Owner at the time of payment, free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens" in these General Conditions).

B. The Contractor agrees to furnish an affidavit stating that all laborers, materialmen and subcontractors have been paid on the project for work covered by the application for payment and that a partial or complete release of lien, as may be necessary, be properly executed by the material men, laborers and subcontractors on the project for the work

covered by the application for payment, sufficient to secure the Owner from any claim whatsoever arising out of the aforesaid work.

Correction of Work Before Final Payment:

A. The Contractor shall promptly remove from the premises all material condemned by the Engineer as failing to conform to the Contract whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accord with the Contract and without expense to the Owner and shall bear the expense of making good all work of other Contracts destroyed or damaged by such removal or replacement.

B. If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Owner may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days time thereafter, the Owner may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceed thereof after deducting all the cost and expenses that should have been borne by the Contractor.

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

Final Inspections: When the Contractor has completed the work in compliance with the terms of Contract Documents, the Contractor shall notify the Engineer in writing that the project is ready for final inspection.

The City shall then advise the Contractor as to the arrangements for final inspection and what work, if any, is required to prepare the project or a portion thereof for final inspection. When the Engineer determines the project or portion thereof is ready for final inspection, the Engineer shall perform the same. Upon completion of the final inspection, the City shall prepare a list of errors of either commission or omission by the Contractor, reasonably observable, and determined under the conditions governing and restricting said final inspection. When all such errors have been corrected, a final re-inspection shall be made. The process shall be repeated until, in the opinion of the City, the project has been completed in compliance with the terms of the Contract Documents as can best and reasonable be observed and determined under the conditions governing and restricting said final inspection. The Engineer shall, pursuant to such inspection and re-inspection, certify to the City as to the completion of the final inspection. It is understood that the certification covers only those items which can be physically inspected, and

the Engineer's certification indicates compliance within the standards of the construction industry, as interpreted by the Engineer.

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

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

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

## IX.E Payment Bond, Performance Bond, Material Bond, and Warranty of Title

A. Within fourteen (14) days upon acceptance of the bid by City Commission, the successful bidder shall deliver to the Owner a Payment Bond, Performance Bond and a Labor and Material Payment Bond, each in an amount equal to 100 percent of the Contract Price.

The Bonds shall be secured from a surety company acceptable to the City. The forms of the Bonds the successful Bidder will be required to execute are included in the Bidding Documents. The Bonds shall name the City as obligee and shall be in such form and by sureties of financial standing having a rating from A.M. Best Company (or other equivalent rating company) equal to or better than A- Class VI and must be included on the approved list of sureties issued by the United States Department of Treasury. Each Bond shall be accompanied by an effectively dated Power of Attorney. The successful Bidder shall, before commencing the work, record said Payment and Performance Bond in the public records of Volusia County where the improvement is located in accordance with Chapter 255.05 of the Florida Statutes.

B. If the Contractor is a partnership, the bond shall be signed by each of the individuals who are partners. If the Contractor is a corporation, the bond shall be signed in the correct corporate name by a duly authorized officer, agent, or attorney-in-fact. There shall be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts in the Contract. Each executed bond shall be accompanied by the (a) appropriate acknowledgement of the respective parties; (b) appropriate duly certified copy of the Power-of-Attorney or other certification of authority where the bond is executed by the agent, officer or

other representative of the Contractor or Surety; (c) duly certified extract from By-Laws or resolutions of Surety under which the Power-of-Attorney, or other certificate of authority of its agent, officer or representative was issued.

C. Upon completion of the project, the Contractor shall provide the Owner with the Warranty of Title.

## IX.F Preconstruction Conference

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

## IX.G Progress and Control of the Work

**Schedules and Progress Reports:** The Contractor must submit a proposed schedule of the work at the preconstruction conference. The purpose of this schedule is to enable the Owner to govern the work, to protect the functions of the local government and its citizens, and to aid in providing appropriate surveillance. The Owner shall have the right to reschedule work provided such rescheduling is in accordance with the remainder of the terms of this Contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the work is expected to be started and finished, the anticipated earnings by the Contractor for each month, and the approximate number of crews and equipment to be used. The Engineer shall review and approve the schedule. If rescheduling is needed then a new updated schedule should be provided to the Engineer for approval. The Contractor shall also forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the work under the Contract, stating the existing status, estimated time of completion, and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Engineer's review and approval. The Engineer, for purpose of evaluation, may require additional more detailed schedules.

**Approval of Subcontracts:**

A. The Contractor shall, as soon as practicable after the signing of the Contract, notify the Owner in writing of the names of subcontractors, including material suppliers proposed for the work, and shall not employ any that have not been approved by the Owner.

B. The Contractor agrees to be fully responsible to the Owner for the acts and omissions of subcontractors and for payment of services rendered by the subcontractor.

C. Nothing contained in the contract Documents shall create any contractual relationship between any subcontractor and the Owner.
The Contractor shall furnish the Owner copies of any and all contracts entered into with subcontractors for performance of any work identified in the Contract Documents.

**Prosecution of Work:**

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

B. Contractor shall perform the work and take such precautions as he may deem necessary to complete the project so all work shall be in first-class and acceptable condition within the Contract time according to the schedule.

## Workmanship, Material, and Workmen:

A. Unless otherwise stated in the detailed specifications, all workmanship, materials, and articles incorporated in the work covered by this Contract shall be of the most suitable grade of their respective kinds for the purpose and acceptable to the Engineer. The Engineer shall decide the question of quality where the expression “or approved equal” is used in the specifications following reference to a specific manufacturer of equipment or materials. If the contractor wishes to make a substitution request for an alternate material or installation procedure, he will need to present to the Engineer for approval prior to proceeding with said alternate. Samples of materials shall be submitted for approval when so directed. Machinery, materials, articles installed or used, or unusual methods of work used without such approval shall be at the risk of subsequent rejection.

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

## Delays and Extension of Time:

A. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or his employees, or by any other Contractor employed by the Owner, or by changes ordered in the work, or by strikes, fire, lockouts, unusual delay in transportation, unavoidable causalities or by delay authorized by the Owner pending arbitration, or by any cause which the Owner shall decide to justify the delay, then the time of completion may be reasonably extended by the Owner.

B. No extension shall be made for delay unless notice of a claim is made by the Contractor in writing to the Owner within seven (7) days of the event or incident causing the delay and as otherwise provided by the definition of “notice”, referenced in "Definitions and Terms".

C. The article does not exclude the recovery of damages for delay by owner under the liquidated damages clause.

D. *NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS.* The CONTRACTOR shall not be entitled to an increase in the Contract Sum or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the City or its agents. Otherwise, the CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole an exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

## IX.H Rights and Responsibilities of the Owner During Construction

Surveys and Lands for Work:

A. The Owner shall provide the lands upon which the work under this Contract is to be done; additional land will not be provided for storing materials.

B. Except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his material, together with right-of-access to the same. The Owner shall furnish all land surveys for this project.

C. The Contractor shall provide the Owner the information as to where material(s) are stored, the right of access to the material(s), and if applicable, keys to access locked areas.

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

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

Right to Retain Imperfect Work: If any part or portion of the work done or material furnished under this Contract shall prove defective and not in accord with the plans and specification, and if the Owner decides that any part or portion of the imperfect work is not of sufficient magnitude or importance as to make the work dangerous or undesirable, or if the Engineer decides that removing the work is warranted for whatever reason, then the owner has the right to reject and hold the contractor accountable for its removal and corrective action.

Suspension of Work:

A. If the work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to subcontractors or for labor, material, or equipment, or if the Contractor fails to comply with work schedules, the Owner or Engineer may order the Contractor to stop all work, or any portion thereof, and terminate payments to the Contractor until the cause for such order has been eliminated. No extension of contract time shall be allowed for this suspension.

B. The Owner or Engineer may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the Contractor, which notice shall fix the date on which the work shall be resumed. The Contractor shall resume the work on the date so fixed. The Contractor shall be allowed an increase in contract price or an extension of the contract time directly attributable to any suspension if he makes a claim therefore as provided in the section of this Contract titled: Progress and Control of Work - Delays and Extension of Time.

## Termination of the Contract:

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

B. Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor shall not release the Contractor from liability.

C. Upon seven (7) days written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the agreement. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit not to exceed five (5%) percent over the cost incurred.

## IX.I Royalties and Patents

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

## IX.J Safety and Health Regulations

A. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54).

B. The Contractor shall allow representatives of the Department of Labor full access to the project for inspection.

## IX.K Sanitary Regulations

Adequate sanitary conveniences for the use of persons employed on the work site shall be provided at Contractor's expense and, shall be properly secluded from public observations. The Contractor shall construct and maintain the sanitary facilities in such a manner and at such points as approved by the Owner. These conveniences shall be maintained at all times without nuisance and their use shall be strictly enforced. Upon completion of the work, they shall be removed from the premises, leaving all clean and free from nuisance.

## IX.L Save Harmless Clause

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

## IX.M Termination

### Termination for Convenience:

The City reserves the right to terminate the Agreement in whole or part at any time without penalty or cause, which termination date shall not be less than thirty (30) days after the date of such written notice. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the City. In the event of termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and delivered to the City. The Contractor shall be entitled to

receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination. Such compensation shall be the Contractor's sole remedy against the City in the event of termination under this provision.

### Termination for Cause or Default:

The City reserves the right to terminate the Agreement in whole or in part due to the failure of the Contractor to comply with any term or condition of the Agreement, including failure to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The City shall provide written notice of the termination and the reasons for it to the Contractor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and be delivered to the City on demand. The City may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement. The Contractor shall be liable to the City for any excess costs incurred by the City in re-procuring the materials or services.

### Contractor's Right to Terminate:

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

### Force Majeure:

No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God

b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)

c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest

d) Government order or law

e) Actions, embargoes or blockades in effect on or after the date of this Agreement

f) Action by any governmental authority

g) National or regional emergency

h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and

i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice.

## IX.N Warranty and Guarantee Provisions

All materials and equipment furnished by the Contractor and all construction work and workmanship involved in the Contract is hereby guaranteed and warranted by the Contractor for a period of one (1) year from written final acceptance by the Owner as defined here in to be free from defects due either to faulty materials, equipment and/or faulty workmanship, and all materials, equipment and /or workmanship furnished, installed and performed by the Contractor is warranted and guaranteed by the Contractor to the Owner to be such as to meet the required standards and to accomplish the purposes and functions of the project as defined, detailed and specified in these Contract Documents. The Owner shall, following discovery thereof, promptly give written notice to the Contractor of faulty materials, equipment, and/or workmanship within the period of the guarantee. Any part of the warranty and guarantee shall be promptly replaced by the Contractor at his own cost and without cost to the Owner. These warranty and guarantee provisions create no limitations on the Owner as to any claims or actions for breach of guarantee or breach of warranty that the Owner might have against parties other than the Contractor, and do not constitute exclusive remedies of the Owner against the Contractor and are not intended to, and shall not limit any other rights, remedies or causes of action which the Owner might exercise against the Contractor, and shall not alter nor modify the application of the Statute of Limitations as established by the Statutes of the State of Florida. This Contract is governed by the Laws of the State of Florida.

## IX.O Work by Others

The Owner reserves the right to allow the continuation and/or creation of other contracts it deems necessary at the site of the work subject to this Contract, provided such do not unreasonably burden or impair the work anticipated in the Contract. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their work and shall promptly connect and coordinate this work with theirs.

# X. Contractor Specific

## X.A Authority and Duties of the Engineer

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

**Inspection and Examination of the Work:**

A. The Engineer and authorized assistants shall have free access to the work of the Contractor at any time for purposes of inspection.

B. Duly authorized inspectors, who shall perform their duties periodically on the project, may be assigned to the project or any part thereof at any time. The number of inspectors shall be at the discretion of the Owner. The presence or absence of an inspector shall in no way lessen the responsibility of the Contractor to perform properly the Contractor’s duties to the Owner under these Contract Documents. An inspector is not authorized to revoke, alter, enlarge, relax, release or amend any of the specifications or requirements thereof, nor to issue any instructions on, nor to approve or accept any portion of the work, or materials, or equipment which are contrary to the drawings and specifications; nor are any of his actions to be construed as doing so.

C. All materials shall be subject to inspection; examination and test by the Engineer at any time during manufacture, and at all places where such manufacture is being carried on. The right is reserved to reject defective materials during manufacture or before they have been incorporated into work. If the contractor fails to replace defective work or rejected materials, the Owner may replace such materials or correct such defective work and charge the cost thereof to the Contractor or may terminate the right of the Contractor to proceed as addressed in Terms and Conditions.

D. Since no inspection, either final or interim, can be complete within itself, no final inspection, acceptance of work, materials or equipment of final or interim acceptance of same by the Owner, or certificate of Engineer, shall relieve the obligation of the Contractor to the Owner to do the work in a good workmanlike manner, and to furnish proper, specified equipment and materials, and to perform properly all and any obligations and duties to the Owner under the terms of the Contract Documents.

## X.B Contractors and Subcontractors

A. Contractors and all subcontractors shall maintain financial records and reports relating to funds paid to any parties for work on the matters which are the subject of this project and submit reports to the Division of Economic Development, State of Florida, or the Owner.

B. Contractors and all subcontractors shall maintain books, records, documents and other evidence according to generally accepted accounting principles, procedures and practices which sufficiently and properly reflects all costs of any nature expended in the performance of the contract, and retain said copies for a period of three (3) years after termination of the contract.

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

## X.C Contractor's Representative

The Contractor shall keep a competent superintendent and any necessary assistants, all satisfactory to the Owner at all times during the execution of the work. The superintendent shall not be changed without the consent of the Owner unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be employed. The superintendent shall represent the Contractor in Contractor's absence, and all directions given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall give sufficient supervision to the work, using his best skill and attention.

## X.D Contractor's Right to Terminate

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

## X.E Contractor's Understanding

A. It is understood and agreed that the Contractor is familiar with the nature and location of the work, the confirmation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the persecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

B. If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any error or omissions in the drawings or in the layout as given by points and instructions, or discovers unforeseen underground or above-ground

conditions or any other unexpected conditions requiring additional work by the Contractor, it shall be Contractor's duty to immediately inform the Engineer, in writing, and the Engineer shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, shall be done at the Contractor's risk. See definitions in Terms and Conditions.

C. If any part of the Contractor's work depends for proper execution or results upon the work of another Contractor, the Contractor shall inspect and measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and the drawings. The Contractor is at all times fully responsible for the work of the subcontractor as if it were the Contractor's own work.

## X.F E-Verify (Verification of Employment Status)

The E-Verify System means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Pursuant to Florida Statute 448.095, any new contract or renewal with a public agency requires the vendor and any subcontractor thereof to register with and use the E-Verify system to verify the work authorization status of all new employees working in the state of Florida or the United States. If the contractor or vender enters into a contract with a subcontractor, the subcontractor must provide an affidavit to the contractor or vendor that states that the subcontractor does not employ any unauthorized alien in Florida or the United States. The contractor shall provide and maintain proof of compliance with this statute upon request.

Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Every Vendor shall, upon request, provide evidence of compliance with this provision to the Owner. Failure to comply with this provision is a material breach of an Agreement, and the Owner may choose to terminate the Agreement at its sole discretion. The Vendor may be liable for all costs associated with the Owner securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

## X.G Permits, Licenses, Taxes and Regulations

A. The permit will be secured and paid for by the City of New Smyrna Beach.

B. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in the Contract under Paragraph VIIJ, Changes in the Work. If the Contractor performs any work contrary to such laws, ordinances, rules and regulations, and does not comply with the aforesaid procedure, he shall bear all cost incident to such violation.

## X.H Protection of Work, Persons and Property

A. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect all property from injury or loss arising in connection with the Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in Contract Documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the Contract Documents. He shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions. He shall provide reasonable maintenance of traffic ways for public and preservation of the continuation of the Owner's business, taking into full consideration all local conditions. He shall comply with the Florida Dept. of Commerce Safety Regulations and any local safety regulations.

B. In case of failure on the part of the Contractor to promptly restore damaged property, or make good such damage or injury, the Owner may, after 48 hours' notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof shall be deducted from any monies due or which may become due the Contractor under this Contract.

## X.I Quality of Material, Equipment or Work

When any material or equipment not conforming to the requirements of the specifications and drawings has been delivered to the project, or incorporated in the work of the project, or whenever any work performed is of inferior quality, then such material or equipment or work, whether known or unknown to the Owner, shall be considered to be defective, and shall be removed and replaced, or made satisfactory to the Owner at no cost to the Owner.

## X.J Removal of Equipment

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

## X.K Responsibility for the Work

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

## X.L Scope of the Contractor's Service

A. Unless otherwise stipulated, the Contractor shall provide and pay for all bonds, insurance, materials, labor, tools, equipment, light, power, water, transportation and other facilities necessary for the execution and completion of the work.

B. The Contractor shall furnish free of charge all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structure, slopes and other controlling points necessary for the proper prosecution of the construction work. The Engineer shall check the stakes, as set, before construction is commenced. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the work. The Contractor shall be held responsible for the preservation of all stakes, marks, and, if for any reason, any of the stakes, marks or batter boards becomes destroyed or disturbed, they shall be immediately and accurately replaced by the Contractor.

# XI. Insurance Requirements

The selected Firm or Individual providing services to the City of New Smyrna Beach will be required to name the city as an additional named insured with the following minimum coverages.

All insurance minimum coverages extend to any subcontractor, and the General Contractor is responsible for all sub-contractors.

## XI.A Insurance Requirements

A. Workers' Compensation shall be maintained by the selected firm or individual for all employees engaged in the work under this solicitation in accordance with the laws of the State of Florida. Employers' Liability Insurance shall be maintained by the selected firm or individual at limits not less than the following:

$500,000 Each Accident

$500,000 Each Employee

$500,000 Policy Limit for Disease

B. Commercial General Liability Insurance shall be maintained by the selected firm or individual with limits not less than the following:

$1,000,000 Bodily Injury & Property Damage-each occurrence

$1,000,000 Personal & Advertising Injury- each occurrence

$2,000,000 General Aggregate

$2,000,000 Products/Completed Operations Aggregates limit.

$ 5,000 Medical Payments

$ 100,000 Fire Damage Legal Liability

*Coverage shall include Contractual Liability and Independent Contractors Liability.*

C. Automobile Liability Insurance shall be maintained by the selected firm or individual with a combined single limit of not less than $1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of 'Florida, as to the Ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

## XI.B Worker's Compensation Insurance

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

## XI.C Contractor's Public Liability and Property Damage Insurance

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

## XI.D Subcontractor's Public Liability and Property Damage Insurance

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

## XI.E Scope of Insurance and Special Hazards

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

## XI.F Proof of Carriage of Insurance

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

## XI.G Subcontractor Insurance Requirements

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

## XI.H Additional Insurance Requirements

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

A. Property damage arising out of blasting or explosions;

B. Property damage arising out of collapse of, or structural injury to any building, caused by grading, excavating, burrowing or filling.

C. Property damage below the surface of the ground including the destruction of wires, conduits, pipe, water mains, sewers and gas mains by digging or burrowing by any mechanical device.

D. The Contractor shall furnish the Owner with satisfactory proof of coverage of the insurance required.

## XI.I Off-Site Liability Coverage

In addition to all other terms, covenants and conditions, the Contractor agrees that in the event the structure is moved off-site, and during said move, the said structure either collapses or otherwise cannot be moved in the normal and customary manner, he shall be responsible for all costs to the City and any liability, tort or otherwise, imposed by law, and shall secure a policy of insurance to cover such an event in an amount of at least one million dollars and shall have the City of New Smyrna Beach as co-insured on said policy of insurance.

## XI.J Cancellation

Thirty (30) days written notice of cancellation is required. Notice must be sent to the Certificate Holder at the following address:

City of New Smyrna Beach

210 Sams Avenue

New Smyrna Beach, FL 32168

Attention: Finance

# XII. Required Responses

## XII.A Public Records Act*

Applicant must respond confirming they have received a copy of the Public Records Act, located in the attachment section.

☐ Yes
☐ No
*Response required

## XII.B Company Name and Address*

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

*Response required

## XII.C Employer Identification Number*

Provide the Employer Identification Number

*Response required

## XII.D Solicitation Document Review*

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

☐ Please confirm
*Response required

## XII.E Professional Licenses *

Upload as one (1) PDF the appropriate required licenses related to the type of work as identified herein.

If the respondent to this solicitation is not a single prime contractor a list all subcontractors to be used for this project and their professional licenses must also be included.

*Response required

## XII.F Bid Bond*

Each bid shall be accompanied by a Bid Security of no less than ten (10%) percent of the amount of the Bid Proposal.

The Bid Security shall consist of a Certified Check, a Cashier's Check or a Bid Bond payable to the City of New Smyrna Beach ("Owner.)

**A copy of the bid bond must be uploaded with the proposal response in the form of a Bid bond, certified funds or an irrevocable letter of credit in a sum equal to the amount often (10%) percent of the amount of the bid proposal.** The proposer shall guarantee the total proposal price for a period of 60 days from the date of the proposal opening.

If requested by the City, the lowest responsible/responsive bidder agrees to produce the hard copy of the original Bid Bond prior to the Notice of Recommendation or Commission Meeting. Failure to do so may result in the bid being deemed non-responsive.

Alternately a cash bond or cashiers' check will be acceptable. All checks shall be made payable to the City of New Smyrna Beach on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation, as a guarantee that the proposer, if its proposal is accepted, will promptly execute the Agreement.

If the vendor selects to submit a cashiers' check or cash bond it must be received by the City no later than 2:00 pm on Monday, April 6, 2026. **Please submit in a sealed envelope to the following address:**

City of New Smyrna Beach

210 Sam's Avenue

New Smyrna Beach, Florida 32168

Attention Finance Department

*Response required

## XII.G Contract Execution, Payment Bond, and Performance Bond*

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

☐ Please confirm
*Response required

## XII.H Potential Conflict of Interest*

Upload any documentation/information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project here.

*Response required

## XII.I Drug-Free Workplace Certification Site Information*

The Firm may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract:

Place of performance (street address, city, county, state, zip code)

If there are workplaces on file that are not identified here, please type "On File".

*Response required

## XII.J Florida Division of Corporations/Sunbiz**

Upload evidence of authority to conduct commercial business in the State of Florida by providing the current Sunbiz report with an “Active” status.

*Response required

## XII.K Submittal *

Upload as one (1) PDF document a complete copy of the submittal, including cover page and completed required forms provided in the Attachment Section of this solicitation.

Include a price proposal with the submitted price spelled out in letters and signed.

Important note: The uploaded price proposal must be the same price submitted in Bid Section VII of this solicitation. There shall be no hidden costs associated with this project. Full disclosure of nature and amount of all fees and charges is mandatory.

Documents must be signed by an authorized Officer within your organization.

*Response required

## XII.L Detailed Bid *

Upload a detailed bid to include all aspects of the project.

*Response required

## PUBLIC RECORDS

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The Respondent should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386/410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.**

The contractor is required to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

# CONSTRUCTION CONTRACT

**CITY OF NEW SMYRNA BEACH**
**VOLUSIA COUNTY, FLORIDA**

**This Agreement**, dated this ____ day of _ _ _ _ _ _, 2026, by and between the **CITY OF NEW SMYRNA BEACH**, hereinafter called the **OWNER**, and _____ Inc. (a corporation organized and existing under the laws of the State of Florida and hereinafter called the **CONTRACTOR,** is awarded as a result of solicitation **ITB 07-26-FIN, Finance Office Renovation**.

**WITNESSETH:** The Owner and the Contractor, for the consideration stated herein, agree as follows:

## ARTICLE I: Scope of Work

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to complete the construction of and all appurtenant work thereto, described in the following document, hereby fully incorporated into this Contract:

**ITB 07-26-FIN, Finance Office Renovation**
City of New Smyrna Beach, Florida

All work shall be in strict compliance with the drawings and specifications, including any and all Addenda, and together with all Contract Documents hereinafter enumerated and made a part thereof.

It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished and said work performed and completed subject to the approval of the Owner.

## ARTICLE II: Contract Price

The Owner shall pay the Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

**$ _____**

**Spelled out: _____**

Payment will be made in accordance to the awarded bid proposal and the above negotiated agreed upon Contract Price. Change orders, including additions and deductions, must be approved in writing by the Owner. Any change, where the Contractor has materially deviated from the proposed design shall be borne by the Contractor unless such deviation is agreed to in writing by Owner.

## ARTICLE III: Contract Time

The Contractor agrees to commence work within **Ten (10) CALENDAR DAYS** after the date of the Notice to Proceed letter and shall achieve Substantial Completion within **Sixty (60)** consecutive

calendar days thereafter. The Contractor shall have an additional thirty (30) consecutive calendar days from the date of Substantial Completion to achieve Final Completion.

**ARTICLE IV: Inspection by Contractor**

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with same; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all the proposed work and for having satisfied himself as to the character of the route, the location, surface and under-ground obstructions and nature thereof, the nature of the groundwater conditions and other physical characteristics of the work and work area in order that he may include in the prices which he has bid and the prices of the Contract, all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the Contract prices herein agreed upon, and that this Contract price is based upon these inspections and examination.

**ARTICLE V: Liquidated Damages**

If the work is not completed within the time specified in Article III of this Contract, the Contractor shall pay the Owner, as liquidated damages, the sum of **TWO HUNDRED FIFTY DOLLARS ($250)** for each consecutive calendar day thereafter until the work is completed, and as outlined in the Supplemental General Conditions.

**ARTICLE VI: Right to Require Performance**

The failure of the City at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same or be considered a waiver of such provision, nor shall a waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

**ARTICLE VII: Component Parts of the Contract**

This Contract consists of the following Contract Documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

- City Advertised Bid w Construction Specifications, Drawings and Addendums
- Awarded Bid Proposal w Bid Bond

The Contractor must provide the following documents within fourteen (14) days upon acceptance of the bid by City Commission. All of which are familiar to the Contractor and are component parts of the contract.

- Certificate of Insurance
- Performance/Payment Bond

Upon completion of the project, the Contractor shall provide the Owner with the Warranty of Title.

**ARTICLE VIII: Severability**

Should any term, covenant, condition, provision or sentence or part thereof of this Contract, including all Contract Documents which comprise the entire agreement, be held invalid or

unenforceable by any court of competent jurisdiction, the remaining terms and provisions shall nevertheless remain in full force and effect.

## ARTICLE IX: Force Majeure

No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God
b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)
c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest
d) Government order or law
e) Actions, embargoes or blockades in effect on or after the date of this Agreement
f) Action by any governmental authority
g) National or regional emergency
h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and
i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement

## ARTICLE X: Human Trafficking

This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit.

## ARTICLE XI: Construction

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

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

| **Attest** | **Vendor Name** |
|---|---|
| _____ | _____ |
| *Authorized Signature* | *Authorized Signature* |
| _____ | _____ |
| *Print Name and Title* | *Print Name and Title* |
| _____ | _____ |
| *Address* | *Address* |
| _____ | _____ |
| *City, State, Zip* | *City, State, Zip* |
| _____ | _____ |
| *Date* | *Date* |

| ATTEST | **CITY OF NEW SMYRNA BEACH** |
|---|---|
| _____ | _____ |
| Sharon Taylor-Harding, 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: _____

Approved by the City Commission of the City of New Smyrna Beach at a meeting held on this ___ day of _____, 2026 under Agenda Item No._____.

DRAFT

**City of New Smyrna Beach**

**Bid/Proposal Response**

Title of Project Name: Finance Office Renovation

Project ID: ITB 07-26-FIN

---

Company Name: _____

Print Authorized Officer Name & Title: _____

Signature Authorized Officer: _____

---

**Submitted Fee Amount: $_____**

**Fee Amount Spelled Out: _____**

---

**Upload the following information/documents as one (1) PDF**

| Required information/documentation | Check/Included |
|---|---|
| Copy of Bid Bond, no less than 10% of the submitted bid | |
| City of NSB Form: Authorized Signature/Negotiators | |
| City of NSB Form: Vendor Information Form | |
| City of NSB Form: Vendor Summary Form | |
| City of NSB Form: Completed W9 | |
| City of NSB Form: Statement of Insurance | |
| City of NSB Form: Public Entity Crime Information Statement | |
| City of NSB Form: Disputes Disclosure | |
| City of NSB Form: Drug Free Workplace Certification | |
| City of NSB Form: Sworn Statement | |
| City of NSB Form: Non-Collusion Affidavit | |
| City of NSB Form: E-Verify | |
| City of NSB Form: Human Trafficking Affidavit | |
| City of NSB Form: Conflict of Interest | |
| City of NSB Form: Organizational Information | |
| City of NSB Form: Prohibition Against Contracting with Scrutinized Companies | |
| City of NSB Form: Smoke Free Acknowledgement | |
| City of NSB Form: List of Subcontractors | |
| City of NSB Form: References | |
| Copy of Sunbiz Registration with Active Status | |
| City of NSB Form: Signed Addendums (if applicable) | |
| | |
| | |

**City of New Smyrna Beach**

**ITB 07-26-FIN Finance Office Renovation**

**AUTHORIZED SIGNATURES/NEGOTIATORS**

The Bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

| Name | Title | Phone # |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

_____
Print Name

_____
Signature/Title)

_____
Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture _____ Corporation

**State of Incorporation**: _____

**Federal I.D. or Social Security number is**: _____

## VENDOR INFORMATION

| | |
|---|---|
| **BID/RFP#:** | ITB 07-26-FIN |
| **TITLE:** | Finance Office Renovation |

| **Respondent Information** | |
|---|---|
| Company Name: | Federal Employer Identification Number or SS Number:<br><br>DUN Number: |
| Mailing Address | Type of Entity (Circle One)<br><br>Corporation Partnership Proprietorship Joint Venture |
| City, State, Zip Code | Incorporated in the State of: |
| Corporate Address: | What kind of business: "For Profit" or "Not for Profit" |
| | Is Firm in good standing: Yes or No |
| City, State, Zip Code | Authorized to transact business in Florida Yes or No |
| Telephone No. | State of Florida Department of State Certificate of Authority Document No: _____ |
| Email Address: | |
| If remittance address is different from the mailing address so indicate below. | |
| | |
| List Principals (Print): | |
| President: _____ | Vice President: _____ |
| Secretary: _____ | Treasurer: _____ |
| Other: _____ | Other: _____ |

*I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.*

*I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.*

_____ _____

Authorized Signature Printed Name

Title: _____ Date: _____

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

# CITY OF NEW SMYRNA BEACH
# SUPPLIER/VENDOR REGISTRATION FORM

TO BE COMPLETED BY THE SUPPLIER/VENDOR
Please allow 3-5 days for processing

**(Please type or print clearly)**

**Once completed: Email this form and the below documents to**: VendorSummaryForms@cityofnsb.com

1. **Completed and current, w9**
2. **Proof of active filing on Sunbiz.org (Division of Corporations)**

| | | | |
|---|---|---|---|
| ♦ **COMPANY / CONSULTANT / INDEPENDENT CONTRACTOR / INDIVIDUALS NAME: (as reported to the IRS)** | | | |
| ♦ Mailing Address: | City: | State: | ZIP: |
| ♦ Corporate Address: (if different) | City: | State: | ZIP: |
| ♦ Billing/Remit to Address: (invoicing) | City: | State: | ZIP: |

♦ Company Main/Direct Phone Number: _____

♦ Contact Phone Number for Accounting Department: _____

♦ Email Address for Accounting Department: _____

♦ Federal Employer Identification No. (FEIN): _____

♦ Type of Service or Commodity: _____

Does your company accept credit cards as a payment method? Check one: Yes No

If yes, what is the convenience fee amount: _____

Signature of Person completing Profile:

| | | | |
|---|---|---|---|
| Printed Name: | | Date: | |

Name of person or department you are working with at the City of New Smyrna Beach:

**To be completed by the City of New Smyrna Beach**

**Vendor #: _____ Entered by: _____**

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

**Print or type** See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

**or**

**Employer identification number**

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** **Signature of U.S. person** ▶ **Date** ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

## STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

_____

PROPOSER/BIDDER

_____

AUTHORIZED SIGNATURE

_____

OFFICER TITLE

_____

DATE

**END OF SECTION**

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

## PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

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

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: _____

_____
Authorized Signature and Title

_____
Print Name and Title

## DISPUTES DISCLOSURE FORM

**Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.**

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO _____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO _____

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # _____ described as:

_____.

_____ _____

Firm Date

_____ _____

Authorized Signature and Title Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

## DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ Date: _____

Authorized Signature

_____

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by _____
(Print Individual's Name and Title)
for _____
(Print Name of Entity Submitting Sworn Statement)
whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

_____
(Signature)

Sworn and subscribed before me this_____day of_____,_____.

Personally known_____ _____
(Notary)

OR produced identification_____ Notary Public State of_____

_____ My commission expires:_____
(Type of Identification)

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

## NON-COLLUSION AFFIDAVIT OF PROPOSER

State of_____

County of_____

_____, being first duly sworn, deposes and says that:

He/she is _____of_____, Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
Signed

_____
Title

Subscribed and sworn to before me this _____day of_____, 20___.

_____

_____
Title

My Commission Expires: _____

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

## COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

**(§448.095, Florida Statutes – E-Verify)**

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: _____

Consultant E-Verify Registration Number: _____

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: _____

Print Name: _____

Sworn to and subscribed before me, by ( ) physical presence or ( ) remote audio-visual means, this

_____Day of_____, 20___. She/He is personally known to me or has produced

_____As identification.

_____
Notary Public

My commission expires:_____

**Human Trafficking Affidavit**
**(Section 787.06, Florida Statutes)**

**Instruction: "Contractor"**, defined as any person or nongovernmental entity seeking to engage in business with the City of _____ ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

**A.** Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.
**B.** Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

**Contractor:** _____

**Authorized Signature:** _____ Date: _____

Printed Name:_____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

_____
Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

## CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of _____

Before me, the undersigned authority, personally appeared _____

who was duly sworn, deposes, and states:

1. I am the _____of _____ with a local office in

   _____and principal office in _____.
   (City & State) (City & State)

2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **ITB 07-26-FIN Finance Office Renovation**.
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

_____ _____
Typed Name Title

_____ _____
Signed Dated

Sworn to and subscribed before me this _____day of _____ 2026.

Personally known ____ OR produced identification ____. Identification type:
_____

Notary Public: State of _____ County of _____

_____
Printed, typed, or stamped commissioned name of notary public

My commission expires: _____

## ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

| TYPE OF ORGANIZATION | | |
|---|---|---|
| (Please place a check mark (✓) next to applicable type) | | |
| ☐ Corporation | ☐ Partnership | ☐ Non-Profit |
| ☐ Joint Venture | ☐ Sole Proprietorship | ☐ Other (Please specify) |
| | | |
| State of Incorporation | | |
| Principal Place of Business (Enter Address) | | |
| | | |
| Federal I.D. Number | | |

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ _____

Authorized Signature Printed Name FEIN

_____ _____

Title Date

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

**CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135**
**PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES**

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: _____

FEIN: _____

Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____

Certified By: _____,
*Print Name* *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

**CITY OF NEW SMYRNA BEACH**
**ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE**

**The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.**

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ Date: _____
Authorized Signature and Title

_____
Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

## Required Form: Designated List of Subcontractors
## ITB 07-26-FIN Finance Office Renovation

The Proposer proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Proposer shall not substitute subcontractors without approval from the City. Vendor shall attach additional sheets as necessary.

| ***Subcontractor 1:*** | | | |
|---|---|---|---|
| *Name:* | | | |
| *City, State:* | | | |
| *Description of Work:* | | | |
| *Percent of Total Bid Cost:* | | *Florida Contractor's License #* | |

| ***Subcontractor 2:*** | | | |
|---|---|---|---|
| *Name:* | | | |
| *City, State:* | | | |
| *Description of Work:* | | | |
| *Percent of Total Bid Cost:* | | *Florida Contractor's License #* | |

| ***Subcontractor 3:*** | | | |
|---|---|---|---|
| *Name:* | | | |
| *City, State:* | | | |
| *Description of Work:* | | | |
| *Percent of Total Bid Cost:* | | *Florida Contractor's License #* | |

## Required Form: Designated List of Subcontractors

| ***Subcontractor 4:*** | | | |
|---|---|---|---|
| *Name:* | | | |
| *City, State:* | | | |
| *Description of Work:* | | | |
| *Percent of Total Bid Cost:* | | *Florida Contractor's License #* | |

| ***Subcontractor 5:*** | | | |
|---|---|---|---|
| *Name:* | | | |
| *City, State:* | | | |
| *Description of Work:* | | | |
| *Percent of Total Bid Cost:* | | *Florida Contractor's License #* | |

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL/BID.**

**REFERENCES**

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

| **Project #1:** | | | | |
|---|---|---|---|---|
| Project Name: | | | | |
| Type of Project/Service: | | | | |
| Address: | | | | |
| Contracting Agency/Client: | | | | |
| Contact Name and Phone #: | | | | |
| Contact Email Address and Fax #: | | | | |
| Contract Amount: | Start Date: | | End Date: | |
| **Project #2:** | | | | |
| Project Name: | | | | |
| Type of Project/Service: | | | | |
| Address: | | | | |
| Contracting Agency/Client: | | | | |
| Contact Name and Phone #: | | | | |
| Contact Email Address and Fax #: | | | | |
| Contract Amount: | Start Date: | | End Date: | |
| **Project #3:** | | | | |
| Project Name: | | | | |
| Type of Project/Service: | | | | |
| Address: | | | | |
| Contracting Agency/Client: | | | | |
| Contact Name and Phone #: | | | | |
| Contact Email Address and Fax #: | | | | |
| Contract Amount: | Start Date: | | End Date: | |

| Project #4: | | | | |
|---|---|---|---|---|
| Project Name: | | | | |
| Type of Project/Service: | | | | |
| Address: | | | | |
| Contracting Agency/Client: | | | | |
| Contact Name and Phone #: | | | | |
| Contact Email Address and Fax #: | | | | |
| Contract Amount: | Start Date: | | End Date: | |

| Project #5: | | | | |
|---|---|---|---|---|
| Project Name: | | | | |
| Type of Project/Service: | | | | |
| Address: | | | | |
| Contracting Agency/Client: | | | | |
| Contact Name and Phone #: | | | | |
| Contact Email Address and Fax #: | | | | |
| Contract Amount: | Start Date: | | End Date: | |

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**

## TABLE OF CONTENTS


**DIVISION 01 – GENERAL REQUIREMENTS**

01 2000 APPLICATIONS FOR PAYMENT
01 3100 PROJECT COORDINATION
01 3200 PROJECT MEETINGS
01 4000 QUALITY CONTROL SERVICES
01 5000 TEMPORARY FACILITIES
01 5100 FIELD ENGINEERING
01 6000 PRODUCT REQUIREMENTS
01 6100 SUBMITTALS
01 7000 PROJECT CLOSEOUT

**DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES**

06 1000 ROUGH CARPENTRY
06 4100 ARCHITECTURAL WOOD MILLWORK

**DIVISION 08 – OPENINGS**

08 1113 HOLLOW METAL DOORS AND FRAMES
08 4113 ALUMINUM FRAMED STOREFRONTS
08 1416 FLUSH WOOD DOORS

**DIVISION 09 – FINISHES**

09 2116 GYPSUM BOARD ASSEMBLIES
09 5100 ACOUSTICAL CEILINGS
09 6519 LUXURY VINYL TILE FLOORING
09 9000 PAINTING

**DIVISION 10 – SPECIALTIES**

10 1400 PLASTIC SIGNS
10 4400 LIFE SAFETY EQUIPMENT AND ACCESSORIES

**SECTION 012000**
**APPLICATIONS FOR PAYMENT**

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

### 1.02 SUMMARY

A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.
   1. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, List of Subcontracts, and Submittal Schedule.

B. The Contractor's Construction Schedule and Submittal Schedule are included in Section "Submittals".

### 1.03 SCHEDULE OF VALUES

A. Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule. Correlate line items with other administrative schedules and the forms required for the work, including the following:
   1. Contractor's construction schedule.
   2. Application for Payment form.
   3. List of subcontractors.
   4. Schedule of alternates.
   5. List of products.
   6. List of principal suppliers and fabricators.
   7. Schedule of submittals.

B. Submit the Schedule of Values to the Architect at the earliest feasible date, but in no case later than 10 days before the date scheduled for submittal of the initial Application for Payment.

C. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values.

D. Identification: Include the following Project identification on the Schedule of Values:
   1. Project name and location.
   2. Name of the Architect.
   3. Project number.
   4. Contractor's name and address.
   5. Date of submittal.

E. Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:
   1. Generic name.
      a. Related Specification Section.
   2. Change Orders (numbers) that have affected value.
   3. Dollar value.

F. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports.

G. Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.

H. For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

I. Margins of Cost: Show line items for indirect costs, and margins on actual costs, only to the extent that such items will be listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete including its total cost and proportionate share of general overhead and profit margin.
   1. At the Contractor's option, temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items in the Schedule of Values or distributed as general overhead expense.

J. Schedule Updating: Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives result in a change in the Contract Sum.

**1.04 APPLICATIONS FOR PAYMENT:**

A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.
   1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.

B. Payment Application Times: Each progress payment date is as indicated in the Agreement. The period of construction Work covered by each Application or Payment is the period indicated in the Agreement.

C. Payment Application Forms: Use AIA Document G 702 and Continuation Sheets G 703 as the form for Application for Payment.

D. Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Owner. Incomplete applications will be returned without action.
   1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.
   2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

E. Transmittal: Submit 8 executed copies of each Application for Payment to the Architect by means ensuring receipt within 24 hours; three copies shall be complete, including waivers of lien and similar attachments, when required.
   1. Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to the Architect.

F. Payment Approval: At each Monthly Progress Meeting a 'Preliminary' Partial Payment Request will be submitted to Architect and Engineers for reviewal, at which time it will be reviewed, modified if required, and approved by the A/E based on 'on-site' inspection and proper documentation for materials and items properly stored. Payment will be withheld if 'as-built' drawings are not current and acceptable to A/E. Payment request will then be finalized and submitted to Architect for further action.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
   1. List of subcontractors.
   2. Schedule of Values.
   3. Contractor's Construction Schedule (preliminary if not final).
   4. Submittal Schedule (preliminary if not final).
   5. List of Contractor's staff assignments.
   6. List of Contractor's principal consultants.
   7. Copies of building permits
   8. Copies of authorizations and licenses from governing authorities for performance of the Work.
   9. Initial progress report.
   10. Report of pre-construction meeting.

H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

I. Administrative actions and submittals that shall proceed or coincide with this application include:
   1. Occupancy permits and similar approvals.
   2. Warranties (guarantees) and maintenance agreements.
   3. Test/adjust/balance records.
   4. Maintenance instructions.
   5. Meter readings.
   6. Start-up performance reports.
   7. Change-over information related to Owner's occupancy, use, operation and maintenance.
   8. Final cleaning.
   9. Advice on shifting insurance coverages.
   10. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.

J. Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:
   1. Completion of Project closeout requirements.
   2. Completion of items specified for completion after Substantial Completion.
   3. Assurance that unsettled claims will be settled.
   4. Transmittal of required Project construction records to Owner.
   5. Certified property survey.
   6. Proof that taxes, fees and similar obligations have been paid.
   7. Removal of temporary facilities and services.
   8. Removal of surplus materials, rubbish and similar elements.
   9. Change of door locks to Owner's access.

**PART 2 - PRODUCTS (NOT APPLICABLE)**

**PART 3 - EXECUTION (NOT APPLICABLE)**

**END OF SECTION 01027**

**SECTION 013100**
**PROJECT COORDINATION**

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

### 1.02 SUMMARY

A. This Section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:
   1. Coordination.
   2. Administrative and supervisory personnel.
   3. General installation provisions.
   4. Cleaning and protection.

B. Field engineering is included in Section "Field Engineering".

C. Progress meetings, coordination meetings and pre-installation conferences are included in Section "Project Meetings".

D. Requirements for the Contractor's Construction Schedule are included in Section "Submittals".

### 1.03 COORDINATION

A. Coordination: Coordinate construction activities included under various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections of the Specifications that are dependent upon each other for proper installation, connection, and operation.
   1. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
   2. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
   3. Make adequate provisions to accommodate items scheduled for later installation.

B. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
   1. Prepare similar memoranda for the Owner and separate Contractors where coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
   1. Preparation of schedules.
   2. Installation and removal of temporary facilities.
   3. Delivery and processing of submittals.
   4. Progress meetings.
   5. Project Close-out activities.

### 1.04 SUBMITTALS

A. Coordination Drawings: Prepare and submit coordination drawings where close and careful coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space availability necessitates maximum utilization of space for efficient installation of different components.
   1. Show the interrelationship of components shown on separate Shop Drawings.
   2. Indicate required installation sequences.
   3. Comply with requirements contained in Section "Submittals".

4. Refer to Division-15 Section "Basic Mechanical Requirements" and Division-16 Section "Basic Electrical Requirements" for specific coordination drawing requirements for mechanical and electrical installations.

B. Staff Names: Within 15 days of Notice to Proceed, submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers.
   1. Post copies of the list in the Project meeting room, the temporary field office, and each temporary telephone.

**PART 2 - PRODUCTS (NOT APPLICABLE).**

**PART 3 - EXECUTION**

**3.01 GENERAL INSTALLATION PROVISIONS**

A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

B. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.

C. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.

D. Provide attachment and connection devices and methods necessary for securing Work. Secure Work true to line and level. Allow for expansion and building movement.

E. Visual Effects: Provide uniform joint widths in exposed Work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to the Architect for final decision.

F. Recheck measurements and dimensions, before starting each installation.

G. Install each component during weather conditions and Project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.

H. Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.

I. Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer questionable mounting height decisions to the Architect for final decision.

**3.02 CLEANING AND PROTECTION**

A. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

B. Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

C. Limiting Exposures: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
   1. Excessive static or dynamic loading.
   2. Excessive internal or external pressures.
   3. Excessively high or low temperatures.
   4. Thermal shock.
   5. Excessively high or low humidity.

6. Air contamination or pollution.
7. Water or ice.
8. Solvents.
9. Chemicals.
10. Light.
11. Radiation.
12. Puncture.
13. Abrasion.
14. Heavy traffic.
15. Soiling, staining and corrosion.
16. Bacteria.
17. Rodent and insect infestation.
18. Combustion.
19. Electrical current.
20. High speed operation,
21. Improper lubrication,
22. Unusual wear or other misuse.
23. Contact between incompatible materials.
24. Destructive testing.
25. Misalignment.
26. Excessive weathering.
27. Unprotected storage.
28. Improper shipping or handling.
29. Theft.
30. Vandalism.

**END OF SECTION 01040**

**SECTION 013200**
**PROJECT MEETINGS**

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

### 1.02 SUMMARY

A. This Section specifies administrative and procedural requirements for project meetings including but not limited to:
   1. Pre-Construction Conference.
   2. Pre-Installation Conferences.
   3. Progress Meetings.

B. Construction schedules are specified in another Division-1 Section.

### 1.03 PRE-CONSTRUCTION CONFERENCE

A. Schedule a pre-construction conference and organizational meeting at the Project site or other convenient location no later than 15 days after execution of the Agreement and prior to commencement of construction activities. Conduct the meeting to review responsibilities and personnel assignments.

B. Attendees: The Owner, Architect and their consultants, the Contractor and its superintendent, major subcontractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.

C. Agenda: Discuss items of significance that could affect progress including such topics as:
   1. Tentative construction schedule
   2. Critical Work sequencing
   3. Designation of responsible personnel
   4. Procedures for processing field decisions and Change Orders
   5. Procedures for processing Applications for Payment
   6. Distribution of Contract Documents
   7. Submittal of Shop Drawings, Product Data and Samples
   8. Preparation and maintenance of record drawings ('as-builts')
   9. Use of the premises
   10. Office, Work and storage areas
   11. Equipment deliveries and priorities
   12. Safety Procedures
   13. First Aid
   14. Security
   15. Housekeeping
   16. Working hours

### 1.04 PRE-INSTALLATION CONFERENCES

A. Conduct a pre-installation conference at the site before each major construction activity that requires coordination with other construction. The Installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Architect of scheduled meeting dates.

B. Review the progress of other construction activities and preparations for particular activity under consideration at each pre-installation conference, including requirements for:
   1. Contract Documents
   2. Options

3. Related Change Orders and applicable Field Orders
4. Purchases
5. Deliveries
6. Shop Drawings, Product Data and quality control Samples
7. Possible conflicts
8. Compatibility problems
9. Time schedules
10. Weather limitations
11. Manufacturer's recommendations
12. Compatibility of materials
13. Acceptability of substrates
14. Temporary facilities
15. Space and access limitations
16. Governing regulations
17. Safety
18. Inspection and testing requirements
19. Required performance results
20. Recording requirements
21. Protection

C. Record significant discussions and agreements and disagreements of each conference, along with the approved schedule. Distribute the record of the meeting to everyone concerned, promptly, including the Owner and Architect.

D. Do not proceed if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

**1.05 PROGRESS MEETINGS**

A. Progress meetings are held bi-weekly at regularly scheduled times in the owner's conference room.

B. Attendees: In addition to representatives of the Owner and Architect, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by persons familiar with the Project and authorized to conclude matters relating to progress.

C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the Project.

D. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

E. Review the present and future needs of each entity present, including such items as:
1. Record drawings.
2. Interface requirements.
3. Time.
4. Sequences.
5. Deliveries.
6. Off-site fabrication problems.
7. Access.
8. Site utilization.
9. Temporary facilities and services.

10. Hours of Work.
11. Hazards and risks.
12. Housekeeping.
13. Quality and Work standards.
14. Change Orders.
15. Documentation of information for payment requests.

F. Reporting: No later than 3 days after each progress meeting date, distribute copies of minutes of the meeting to each party present and to other parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.

G. Schedule Updating: Revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

**PART 2 - PRODUCTS (NOT APPLICABLE)**

**PART 3 - EXECUTION (NOT APPLICABLE)**

**END OF SECTION 01200**

**SECTION 014000**
**QUALITY CONTROL SERVICES**

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

### 1.02 SUMMARY

A. This Section specifies administrative and procedural requirements for quality control services.

B. Quality control services include inspections and tests and related actions including reports, performed by independent agencies, governing authorities, and the Contractor. They do not include Contract enforcement activities performed by the Architect.

C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with Contract Document requirements.

D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.
   1. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.
   2. Inspections, testing and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.
   3. Requirements for the Contractor to provide quality control services required by the Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

### 1.03 RESPONSIBILITIES

A. Testing: The Owner will engage and pay a testing agency for all quality control testing. The Contractor will be responsible for coordination and scheduling of the required inspections. Costs of retesting, where initial test results prove unsatisfactory and do not indicate compliance with Contract Document requirements, will be paid by the Contractor.

B. Retesting: The Contractor is responsible for retesting where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility.
   1. Cost of retesting construction revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original construction.

C. Associated Services: The Contractor shall cooperate with all authorized agencies performing inspections, tests and similar services and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include but are not limited to:
   1. Providing access to the Work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.
   2. Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.
   3. Providing facilities for storage and curing of test samples, and delivery of samples to testing laboratories.
   4. Providing the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
   5. Security and protection of samples and test equipment at the Project site.

D. Duties of the Testing Agency: The independent testing agency engaged to perform inspections, sampling and testing of materials and construction specified in individual Specification Sections shall cooperate with the Architect and Contractor in performance of its duties, and shall provide qualified personnel to perform required inspections and tests.
   1. The agency shall notify the Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
   2. The agency is not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.
   3. The agency shall not perform any duties of the Contractor.

E. Coordination: The Contractor and each agency engaged to perform inspections, tests and similar services shall coordinate the sequence of activities to accommodate required services with a minimum of delay. In addition the Contractor and each agency shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
   1. The Contractor is responsible for scheduling times for all inspections, tests, taking samples and similar activities.

**1.04 SUBMITTALS**

A. The independent testing agency shall submit a certified written report of each inspection, test or similar service, to the Architect, in duplicate, unless the Contractor is responsible for the service. If the Contractor is responsible for the service, submit a certified written report of each inspection, test or similar service through the Contractor, in duplicate.
   1. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
   2. Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to:
      a. Date of issue.
      b. Project title and number.
      c. Name, address and telephone number of testing agency.
      d. Dates and locations of samples and tests or inspections.
      e. Names of individuals making the inspection or test.
      f. Designation of the Work and test method.
      g. Identification of product and Specification Section.
      h. Complete inspection or test data.
      i. Test results and an interpretations of test results.
      j. Ambient conditions at the time of sample-taking and testing.
      k. Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements.
      l. Name and signature of laboratory inspector.
      m. Indicate that the test passed or failed.
      n. If appropriate, indicate that test is a retest.
      o. Names of contractor and architect advised of failing tests.
      p. Recommendations on retesting.

**1.05 QUALITY ASSURANCE**

A. Qualification for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which specialize in the types of inspections and tests to be performed.
   1. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the State in which the Project is located.

**PART 2 - PRODUCTS (NOT APPLICABLE).**

**PART 3 - EXECUTION**

**3.01 REPAIR AND PROTECTION**

A. General: Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes. Comply with Contract Document requirements for "Cutting and Patching."

B. Protect construction exposed by or for quality control service activities, and protect repaired construction.

C. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

**END OF SECTION 01400**

**SECTION 015000**
**TEMPORARY FACILITIES**

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

### 1.02 SUMMARY

A. This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security and protection.

B. Temporary utilities required include but are not limited to:
   1. Water service and distribution.
   2. Temporary electric power and light.
   3. Telephone service.

C. Temporary construction and support facilities required include but are not limited to:
   1. Temporary heat.
   2. Field offices and storage sheds.
   3. Temporary roads and paving.
   4. Sanitary facilities, including drinking water.
   5. Temporary enclosures.
   6. Temporary signs and bulletin boards.
   7. Waste disposal services.
   8. Construction aids and miscellaneous services and facilities.

D. Security and protection facilities required include but are not limited to:
   1. Temporary fire protection.
   2. Barricades, warning signs, lights.
   3. Environmental protection.

### 1.03 QUALITY ASSURANCE

A. Regulations: Comply with industry standards and applicable laws and regulations if authorities having jurisdiction, including but not limited to:
   1. Building Code requirements.
   2. Health and safety regulations.
   3. Utility company regulations.
   4. Police, Fire Department and Rescue Squad rules.
   5. Environmental protection regulations.

B. Standards: Comply with NFPA Code 241, "Building Construction and Demolition Operations", ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library "Temporary Electrical Facilities."
   1. Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", prepared jointly by AGC and ASC, for industry recommendations.
   2. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service in compliance with National Electric Code (NFPA 70).

C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

### 1.04 PROJECT CONDITIONS

A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of the permanent service.

B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous dangerous or unsanitary conditions, or public nuisances to develop or persist on the site.

## PART 2 - PRODUCTS

### 2.01 EQUIPMENT

A. General: Provide new equipment; if acceptable to the Architect, undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use intended.

B. Water Hoses: Provide 3/4" heavy-duty, abrasion-resistant, flexible rubber hoses 100 ft. long, with pressure rating greater than the maximum pressure of the water distribution system; provide adjustable shut-off nozzles at hose discharge.

C. Electrical Outlets: Provide properly configured NEMA polarized outlets to prevent insertion of 110-120 volt plugs into higher voltage outlets. Provide receptacle outlets equipped with groundfault circuit interrupters, reset button and pilot light, for connection of power tools and equipment.

D. Electrical Power Cords: Provide grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where construction activities are in progress.

E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.

F. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM or another recognized trade association related to the type of fuel being consumed.

G. Temporary Offices: Provide prefabricated or mobile units or similar job-built construction with lockable entrances, operable windows and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading.

H. Temporary Toilet Units: Provide self-contained single-occupant toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material.

I. First Aid Supplies: Comply with governing regulations.

J. Fire Extinguishers: Provide hand-carried, portable UL-rated, class "A" fire extinguishers for temporary offices and similar spaces. In other locations provide hand-carried, portable, UL-rated, class "ABC" dry chemical extinguishers, or a combination of extinguishers of NFPA recommended classes for the exposures.

1. Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.

## PART 3 - EXECUTION

### 3.01 INSTALLATION

A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.

B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed, or are replaced by authorized use of completed permanent facilities.

### 3.02 TEMPORARY UTILITY INSTALLATION

A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where the company provides only part of the service, provide the remainder with matching, compatible materials and equipment; comply with the company's recommendations.

1. Arrange with the company and existing users for a time when service can be interrupted, where necessary, to make connections for temporary services.
2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
3. Obtain easements to bring temporary utilities to the site, where the Owner's easements cannot be used for that purpose.
4. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner or Architect, and will not be accepted as a basis of claims for a Change Order.

B. Water Service: Install water service and distribution piping of sizes and pressures adequate for construction until permanent water service is in use.
   1. Sterilization: Sterilize temporary water piping prior to use.

C. Temporary Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload protected disconnects, automatic ground-fault interrupters and main distribution switch gear.
   1. Power Distribution System: Install wiring overhead, and rise vertically where least exposed to damage. Where permitted, wiring circuits not exceeding 125 Volts, AC 20 ampere rating, and lighting circuits may be nonmetallic sheathed cable where overhead and exposed for surveillance.

D. Temporary Lighting: Whenever overhead floor or roof deck has been installed, provide temporary lighting with local switching.
   1. Install and operate temporary lighting that will fulfill security and protection requirements, without operating the entire system, and will provide adequate illumination for construction operations and traffic conditions.

E. Temporary Telephones: Provide temporary telephone service for all personnel engaged in construction activities, throughout the construction period. Install telephone on a separate line for each temporary office and first aid station.
   1. At each telephone, post a list of important telephone numbers.

F. Sewers and Drainage: If sewers are available, provide temporary connections to remove effluent that can be discharged lawfully. If sewers are not available or cannot be used, provide drainage ditches, dry wells, stabilization ponds and similar facilities. If neither sewers nor drainage facilities can be lawfully used for discharge of effluent, provide containers to remove and dispose of effluent off the site in a lawful manner.
   1. Maintain temporary sewers and drainage facilities in a clean, sanitary condition. Following heavy use, restore normal conditions promptly.

G. Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of storm water from heavy rains.

**3.03 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION**

A. Locate field offices, storage sheds, sanitary facilities and other temporary construction and support facilities for easy access.
   1. Maintain temporary construction and support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.

B. Temporary Heat: Provide temporary heat required by construction activities, for curing or drying of completed installations or protection of installed construction from adverse effects of low temperatures or high humidity. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.
   1. Use of gasoline-burning space heaters, open flame, or salamander type heating units is prohibited.

C. Field Offices: Provide insulated, weathertight temporary offices of sufficient size to accommodate contractor's office personnel at the Project site, and similar separate office for architect and owner's representative. Keep the office clean and orderly for use for small progress meetings. Furnish and equip offices as follows:
   1. Contractor's offices: Furnish suitably with not less than a desk and chairs, a 4-drawer file cabinet, plan table and plan rack and a 6-shelf bookcase.

D. Storage and Fabrication Sheds: Install storage and fabrication sheds, sized, furnished and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere on the site.

E. Temporary Paving: Construct and maintain temporary roads and paving to adequately support the indicated loading and to withstand exposure to traffic during the construction period. Locate temporary paving for roads, storage areas and parking where the same permanent facilities will be located.

F. Sanitary facilities include temporary toilets, wash facilities and drinking water fixtures. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.
   1. Provide toilet tissue, paper towels, paper cups and similar disposable materials for each facility. Provide covered waste containers for used material.

G. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.

H. Drinking Water Facilities: Provide containerized tap-dispenser bottled-water type drinking water units, including paper supply.

I. Temporary Enclosures: Provide temporary enclosure for protection of construction in progress and completed, from exposure, foul weather, other construction operations and similar activities.
   1. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
   2. Install tarpaulins securely, with incombustible wood framing and other materials. Close openings of 25 square feet or less with plywood or similar materials.
   3. Close openings through floor or roof decks and horizontal surfaces with load-bearing wood-framed construction.

J. Project Identification Sign: Furnished by Owner--NIC.

K. Temporary Signs: Prepare signs to provide directional information to construction personnel and visitors.

L. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F (27 deg C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in a lawful manner.

**3.04 SECURITY AND PROTECTION FACILITIES INSTALLATION**

A. Temporary Fire Protection: Until fire protection needs are supplied by permanent facilities, install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers," and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations."
   1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.

2. Store combustible materials in containers in fire-safe locations.
3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.
4. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.

B. Barricades, Warning Signs and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed provide lighting, including flashing red or amber lights.

C. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security.
1. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.

D. Security Fencing: As soon as possible after commencement of the Work, install chain link fencing (specified in Section 02830) around the entire perimeter of the site to serve as security fencing during the construction period. Provide temporary gates at entrances to the site to be replaced by permanent gates as specified at completion of the work.

E. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result.

F. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site.

**3.05 OPERATION, TERMINATION AND REMOVAL**

A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.

B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour day basis where required to achieve indicated results and to avoid possibility of damage.

C. Protection: Prevent water filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

D. Termination and Removal: Unless the Architect requests that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.

E. Remove temporary paving that is not intended for or acceptable for integration into permanent paving. Where the area is intended for landscape development, remove soil and aggregate fill that does not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances which might impair growth of plant materials or lawns.

F. Repair or replace street paving, curbs and sidewalks at the temporary entrances, as required by the governing authority.

G. At Substantial Completion, clean and renovate permanent facilities that have been used during the construction period, including but not limited to:

1. Replace air filters and clean inside of ductwork and housings.
2. Replace significantly worn parts and parts that have been subject to unusual operating conditions.
3. Replace lamps that are burned out or noticeably dimmed by substantial hours of use.

**END OF SECTION 01500**

**SECTION 015100**
**FIELD ENGINEERING**

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

### 1.02 SUMMARY

A. General: This Section specifies administrative and procedural requirements for field engineering services, including, but not necessarily limited to, the following:
   1. Land survey work.
   2. Underground systems certification.

### 1.03 SUBMITTALS

A. Certificates: Submit a certificate signed by the Land Surveyor or Professional Engineer certifying that the location and elevation of improvements comply with the Contract Documents.

B. Final Property Survey: Submit three (4) copies and one (1) CAD disk of both the final property survey and the certification of underground systems, signed and sealed by Land Surveyor.

C. Project Record Documents: Submit a record of Work performed and record survey data as required under provisions of Sections "Submittals" and "Project Closeout".

### 1.04 QUALITY ASSURANCE

A. Surveyor: Engage a Land Surveyor or Professional Engineer experienced and specializing in land survey work, who is registered in the State of Florida, to perform land surveying services specified in this section.

## PART 2 - PRODUCTS (NOT APPLICABLE)

## PART 3 - EXECUTION

### 3.01 EXAMINATION

A. Verify layout information shown on the Drawings, in relation to the property survey and existing benchmarks before proceeding to layout the Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.
   1. Do not change or relocate benchmarks or control points without prior written approval. Promptly report lost or destroyed reference points, or requirements to relocate reference points because of necessary changes in grades or locations.
   2. Promptly replace lost or destroyed project control points. Base replacements on the original survey control points.

B. Establish and maintain a minimum of two permanent benchmarks on the site, referenced to data established by survey control points.
   1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.

C. Existing utilities and equipment: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction.
   1. Prior to construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer and water service piping.

### 3.02 PERFORMANCE

A. Working from lines and levels established by the property survey, establish benchmarks and markers to set lines and levels at each story of construction and elsewhere as needed to properly locate each element of the Project. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale Drawings to determine dimensions.

1. Advise entities engaged in construction activities, of marked lines and levels provided for their use.
2. As construction proceeds, check every major element for line, level and plumb.

B. Surveyor's Log: Maintain a surveyor's log of control and other survey Work. Make this log available for reference.
1. Record deviations from required lines and levels, and advise the Architect when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record deviations that are accepted and not corrected.
2. On completion of foundation walls, major site improvements, and other Work requiring field engineering services, prepare a certified survey showing dimensions, locations, angles and elevations of construction and sitework.

C. Site Improvements: Locate and lay out site improvements, including pavements, stakes for grading, fill and topsoil placement, utility slopes and invert elevations by instrumentation and similar appropriate means.

D. Building Lines and Levels: Locate and lay out batter boards for structures, building foundations, column grids and locations, floor levels and control lines and levels required for mechanical and electrical Work.

E. Final Property Survey: Before Substantial Completion, prepare a final property survey showing significant features (real property) for the Project. Include on the survey a certification, signed by the Surveyor, to the effect that principal metes, bounds, lines and levels of the Project are accurately positioned as shown on the survey.

F. Certification of Underground Systems: In addition to the Final Property Survey, the surveyor must certify to the as-built locations and elevations of all underground systems as specified in individual sections of Divisions 2 through 16.

**END OF SECTION 01050**

## SECTION 016000
## PRODUCT REQUIREMENTS

### PART 1 GENERAL

### 1.01 SECTION INCLUDES

A. Transportation, handling, storage and protection.

B. Product option requirements.

C. Substitution limitations and procedures.

### 1.02 RELATED SECTIONS

A. Document 00 2113 - Instructions to Bidders: Product options and substitution procedures prior to bid date.

B. Section 01 4000 - Quality Requirements: Product quality monitoring.

### 1.03 REFERENCES

A. NFPA 70 - National Electrical Code; National Fire Protection Association; 2005.

### 1.04 SUBMITTALS

A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
   1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

### PART 2 PRODUCTS

### 2.01 NEW PRODUCTS

A. Provide new products unless specifically required or permitted by the Contract Documents.

B. Do not use products having any of the following characteristics:
   1. Made, using or containing CFC's or using HCFC's in the manufacturing process.
   2. Made of wood from newly cut old growth timber.

C. Where all other criteria are met, General Contractor shall give preference to products that:
   1. Are extracted, harvested, and/or manufactured closer to the location of the project.
   2. Have longer documented life span under normal use.
   3. Result in less construction waste.
   4. Are made of vegetable materials that are rapidly renewable.

D. Provide interchangeable components of the same manufacture for components being replaced.

E. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Size terminal lugs to NFPA 70, include lugs for terminal box.

F. Cord and Plug: Provide minimum 6 foot cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

### 2.02 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

**PART 3 EXECUTION**

**3.01 SUBSTITUTION PROCEDURES**

A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.

B. Hall & Ogle Architects, Inc. will consider requests for substitutions only within 30 days after date of Agreement.

C. Substitutions may be considered when a product becomes unavailable through no fault of the contractor.

D. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.

E. A request for substitution constitutes a representation that the submitter:
   1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
   2. Will provide the same warranty, at minimum, for the substitution as for the specified product.
   3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to City of Port Orange.
   4. Waives claims for additional costs or time extension which may subsequently become apparent.
   5. Will reimburse City of Port Orange and Hall & Ogle Architects, Inc. for review or redesign services associated with re-approval by authorities.
   6. Will allow cost savings associated with substitution to reduce Contract Sum.

F. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

G. Substitution Submittal Procedure:
   1. Submit four copies of request for substitution for consideration. Limit each request to one proposed substitution.
   2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
   3. Hall & Ogle Architects, Inc. will notify General Contractor in writing of decision to accept or reject request.

**3.02 TRANSPORTATION AND HANDLING**

A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.

B. Transport and handle products in accordance with manufacturer's instructions.

C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.

D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.

E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

### 3.03 STORAGE AND PROTECTION

A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.

B. Store and protect products in accordance with manufacturers' instructions.

C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.

D. For exterior storage of fabricated products, place on sloped supports above ground.

E. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.

F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

G. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

**END OF SECTION**

**SECTION 016100**
**SUBMITTALS**

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

### 1.02 SUMMARY

A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work including;
   1. Contractor's construction schedule
   2. Submittal schedule
   3. Product Data
   4. Daily construction reports
   5. Shop Drawings
   6. Samples

B. Administrative Submittals: Refer to other Division-1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
   1. Permits
   2. Performance and payment bonds
   3. List of Subcontractors
   4. The Schedule of Values submittal is included in Section "Applications for Payment"
   5. Inspection and test reports are included in Section "Quality Control Services"
   6. Applications for Payment
   7. Insurance certificates

### 1.03 SUBMITTAL PROCEDURES

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
   1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
   2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
      a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
   3. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.
      a. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Architect will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
      b. If an intermediate submittal is necessary, process the same as the initial submittal.
      c. Allow two weeks for reprocessing each submittal.
      d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.

B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
   1. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.

2. Include the following information on the label for processing and recording action taken.
    a. Project name.
    b. Date.
    c. Name and address of Architect.
    d. Name and address of Contractor.
    e. Name and address of subcontractor.
    f. Name and address of supplier.
    g. Name of manufacturer.
    h. Number and title of appropriate Specification Section.
    i. Drawing number and detail references, as appropriate.

C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Architect using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.
    1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information complies with Contract Document requirements. Submittals without Contractor Certification of compliance will be returned without review.
    2. Transmittal Form: Use AIA Document G 810.

**1.04 CONTRACTOR'S CONSTRUCTION SCHEDULE**

A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart type Contractor's construction schedule. Submit within 7 days of the date established for "Commencement of the Work".
    1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values".
    2. Within each time bar indicate estimated completion percentage in 10 percent increments. As Work progresses, place a contrasting mark in each bar to indicate Actual Completion.
    3. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
    4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically sequences necessary for completion of related portions of the Work.
    5. Coordinate the Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests and other schedules.
    6. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Architect's procedures necessary for certification of Substantial Completion.

B. Distribution: Following response to the initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.
    1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

C. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

## 1.05 SUBMITTAL SCHEDULE

A. After development and acceptance of the Contractor's construction schedule, prepare a complete schedule of submittals. Submit the schedule within 10 days of the date required for establishment of the Contractor's construction schedule.
   1. Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products as well as the Contractor's construction schedule.
   2. Prepare the schedule in chronological order; include submittals required during the first 90 days of construction. Provide the following information:
      a. Scheduled date for the first submittal.
      b. Related Section number.
      c. Submittal category.
      d. Name of subcontractor.
      e. Description of the part of the Work covered.
      f. Scheduled date for resubmittal.
      g. Scheduled date the Architect's final release or approval.

B. Distribution: Following response to initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.
   1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

C. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

## 1.06 DAILY CONSTRUCTION REPORTS

A. Prepare a daily construction report, recording the following information concerning events at the site:
   1. List of subcontractors at the site.
   2. Approximate count of personnel at the site.
   3. High and low temperatures, general weather conditions.
   4. Accidents and unusual events.
   5. Meetings and significant decisions.
   6. Stoppages, delays, shortages, losses.
   7. Meter readings and similar recordings.
   8. Emergency procedures.
   9. Orders and requests of governing authorities.
   10. Change Orders received, implemented.
   11. Services connected, disconnected.
   12. Equipment or system tests and start-ups.
   13. Partial Completions, occupancies.
   14. Substantial Completions authorized.

## 1.07 SHOP DRAWINGS

A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.
   1. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 24" x 36".

B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
   1. Dimensions.

2. Identification of products and materials included.
3. Compliance with specified standards.
4. Notation of coordination requirements.
5. Notation of dimensions established by field measurement.

C. Submittal: Submit a minimum of 6 sets of blue- or black-line prints. Three prints will be retained; the remainder will be returned. Submit additional copies as required for contractor's use.
1. Maintain one of the marked-up prints returned, as a "Record Document".
2. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.
3. Only Final reviewed shop drawings which have been reviewed by the Architect and the design Structural Engineer shall be used for fabrication and the field installation of products or assemblies of products. Modification of reviewed shop drawings by the manufacturer or fabricator for “Field Use” is prohibited unless proposed modifications have been reviewed by the Architect.

D. Coordination drawings are a special type of Shop Drawing that show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or function as intended.
1. Preparation of coordination Drawings is specified in section "Project Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.
2. Submit coordination Drawings for integration of different construction elements. Show sequences and relationships of separate components to avoid conflicts in use of space.

**1.08 PRODUCT DATA**

A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."
1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
a. Manufacturer's printed recommendations.
b. Compliance with recognized trade association standards.
c. Compliance with recognized testing agency standards.
d. Application of testing agency labels and seals.
e. Notation of dimensions verified by field measurement.
f. Notation of coordination requirements.

B. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

C. Submittals: Submit 3 copies of each required submittal; submit 4 copies where required for maintenance manuals. The Architect will retain two, and will return the other marked with action taken and corrections or modifications required.
1. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

D. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
1. Do not proceed with installation until an applicable copy of Product Data applicable is in the installer's possession.
2. Do not permit use of unmarked copies of Product Data in connection with construction.

## 1.09 SAMPLES

A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture and pattern.
   1. Mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. Prepare Samples to match the Architect's Sample. Include the following:
      a. Generic description of the Sample.
      b. Sample source.
      c. Product name or name of manufacturer.
      d. Compliance with recognized standards.
      e. Availability and delivery time.

B. Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
   1. Where variation in color, pattern, texture or other characteristics are inherent in the material or product represented, submit multiple units (not less than 3), that show approximate limits of the variations.
   2. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.

C. Preliminary submittals: Where Samples are for selection of color, pattern, texture or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.
   1. Preliminary submittals will be reviewed and returned with the Architect's mark indicating selection and other action.

D. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit 2 sets; one will be returned marked with the action taken.

E. Maintain sets of Samples, as returned, at the Project site, for quality comparisons throughout the course of construction.
   1. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
   2. Sample sets may be used to obtain final acceptance of the construction associated with each set.

F. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.

G. Field Samples specified in individual Sections are special types of Samples. Field Samples are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the Work will be judged.
   1. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

## 1.10 ARCHITECT'S ACTION

A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Architect will review each submittal, mark to indicate action taken, and return promptly.
   1. Compliance with specified characteristics is the Contractor's responsibility.

B. Action Stamp: The Architect will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:

1. Final Unrestricted Release: Where submittals are marked "Reviewed," that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
2. Final-But-Restricted Release: When submittals are marked "Furnish as Corrected," that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
3. Returned for Resubmittal: When submittal is marked "Rejected or Revise and Resubmit," do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
    a. Do not permit submittals marked "Rejected or Revise and Resubmit" to be used at the Project site, or elsewhere where Work is in progress.
4. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Review Not Required". Where a submittal is marked also "Submit Specified Item", further submittal information is required.

**PART 2 - PRODUCTS (NOT APPLICABLE).**

**PART 3 - EXECUTION (NOT APPLICABLE).**

**END OF SECTION 01300**

**SECTION 017000**
**PROJECT CLOSEOUT**

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

### 1.02 SUMMARY

A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
   1. Inspection procedures.
   2. Project record document submittal.
   3. Operating and maintenance manual submittal.
   4. Submittal of warranties.
   5. Final cleaning.
   6. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions-2 through -16.

### 1.03 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
   1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
      a. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
   2. Advise Owner of pending insurance change-over requirements.
   3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
   4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
   5. Submit record drawings, maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar final record information.
   6. Deliver tools, spare parts, extra stock, and similar items.
   7. Make final change-over of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of change-over in security provisions.
   8. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
   9. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.

B. Inspection Procedures: On receipt of a request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
   1. The Architect will repeat inspection when requested and assured that the Work has been substantially completed.
   2. Results of the completed inspection will form the basis of requirements for final acceptance.

C. Occupancy Inspection:

1. The Architect, contractor and owner's representative, will conduct an inspection of the work to be occupied. Upon approval, the owner may occupy that portion of the work. The contractor shall cooperate, and participate in this inspection.

**1.04 FINAL ACCEPTANCE**

A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
   1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
   2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
   3. Submit a certified copy of the Architect's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Architect.
   4. Submit consent of surety to final payment.
   5. Submit a final liquidated damages settlement statement.
   6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Reinspection Procedure: The Architect will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Architect.
   1. Upon completion of reinspection, the Architect will prepare a certificate of final acceptance, or advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
   2. If necessary, reinspection will be repeated.

**1.05 RECORD DOCUMENT SUBMITTALS**

A. General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Architect's reference during normal working hours.

B. Record Drawings (As-built Plans): Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
   1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
   2. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
   3. Note related Addenda, Field Order and Change Order numbers where applicable.
   4. The Contractor shall employ a Drafting Service at or near completion of the project for conversion of the marked-up As-built plans to CAD drawings compatible with Architect’s/Owner's CAD capabilities. Coordinate with Architect to verify compatibility and obtain electronic copy of drawing documents.
   5. The document changes shall be kept up-to-date and will be reviewed by the Architect/Engineer at the monthly progress meetings. Monthly progress payments will not be approved until changes to "as-built" drawings are current.

C. The Contractor shall record all changes made in the field as a “hard copy” set, and shall forward both the completed electronic and “hard-copy” versions of "as-built" Construction Record documents to the Architect's office for the Owner's records. Also reference and include

the final property survey and certification of underground systems as required by Section 01050.

D. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data.
   1. Upon completion of the Work, submit record Specifications to the Architect for the Owner's records.

E. Maintenance Manuals: Organize operating and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual heavy-duty 2-inch, 3-ring vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:
   1. Emergency instructions.
   2. Spare parts list.
   3. Copies of warranties.
   4. Wiring diagrams.
   5. Recommended "turn around" cycles.
   6. Inspection procedures.
   7. Shop Drawings and Product Data.
   8. Fixture lamping schedule.
   9. Submit three (3) sets of all maintenance manuals.

**PART 2 - PRODUCTS (NOT APPLICABLE)**

**PART 3 - EXECUTION**

**3.01 CLOSEOUT PROCEDURES**

A. Operating and Maintenance Instructions: Arrange for each installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. Include a detailed review of the following items:
   1. Maintenance manuals.
   2. Record documents.
   3. Spare parts and materials.
   4. Tools.
   5. Lubricants.
   6. Fuels.
   7. Identification systems.
   8. Control sequences.
   9. Hazards.
   10. Cleaning.
   11. Warranties and bonds.
   12. Maintenance agreements and similar continuing commitments.

B. As part of instruction for operating equipment, demonstrate the following procedures:
   1. Start-up.
   2. Shutdown.
   3. Emergency operations.
   4. Noise and vibration adjustments.
   5. Safety procedures.
   6. Economy and efficiency adjustments.
   7. Effective energy utilization.

C. Submit three (3) sets of all closeout documents (Maintenance Manuals, Warranties, and other similar documents).

**3.02 FINAL CLEANING**

A. General: General cleaning during construction is required by the General Conditions and included in Section "Temporary Facilities".

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

1. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
    a. Remove labels that are not permanent labels.
    b. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
    c. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
    d. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
    e. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.
2. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.
3. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
    a. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

**END OF SECTION 01700**

**SECTION 061000**
**ROUGH CARPENTRY**

## PART 1 GENERAL

### 1.01 SECTION INCLUDES

A. Concealed wood blocking, nailers, and supports.

### 1.02 REFERENCE STANDARDS

A. AFPA (WFCM) - Wood Frame Construction Manual
   1. PS 20 - American Softwood Lumber Standard; 2010.

### 1.03 DELIVERY, STORAGE, AND HANDLING

A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

## PART 2 PRODUCTS

### 2.01 GENERAL REQUIREMENTS

A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
   1. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.
   2. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee (www.alsc.org) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.

B. Lumber fabricated from old growth timber is not permitted.

### 2.02 ACCESSORIES

A. Fasteners and Anchors:
   1. Metal and Finish: Stainless steel for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
   2. Drywall Screws: Bugle head, hardened steel, power driven type, length three times thickness of sheathing.

## PART 3 EXECUTION

### 3.01 INSTALLATION - GENERAL

A. Select material sizes to minimize waste.

B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.

### 3.02 FRAMING INSTALLATION

A. Select material sizes to minimize waste.

B. Set members level, plumb, and true to line. Discard pieces with defects that would lower required strength or result in unacceptable appearance of exposed members.

C. Install members full length without splices unless otherwise specifically detailed.

D. Comply with member sizes, spacing, and configurations indicated, and fastener size and spacing indicated, but not less than required by applicable codes and AFPA Wood Frame Construction Manual.

### 3.03 BLOCKING, NAILERS, AND SUPPORTS

A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.

B. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.

C. Provide the following specific nonstructural framing and blocking:
   1. Cabinets and shelf supports.

**3.04 ROOF-RELATED CARPENTRY**

A. Coordinate installation of roofing carpentry with deck construction, framing of roof openings, and roofing assembly installation.

**3.05 CLEANING**

A. Waste Disposal:.
   1. Comply with applicable regulations.
   2. Do not burn scrap on project site.
   3. Do not burn scraps that have been pressure treated.
   4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or “waste-to-energy” facilities.

B. Do not leave any wood, shavings, sawdust, etc. on the ground or buried in fill.

C. Prevent sawdust and wood shavings from entering the storm drainage system.

**END OF SECTION**

## SECTION 064100
## ARCHITECTURAL WOOD CASEWORK

### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

A. Specially fabricated cabinet units.

B. Countertops.

C. Cabinet hardware.

#### 1.02 RELATED REQUIREMENTS

A. Section 061000 - Rough Carpentry: Blocking for mounting of cabinets.

#### 1.03 REFERENCE STANDARDS

A. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards; 2014.

B. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards, U.S. Version 3.1; 2016, with Errata (2017).

C. UL (DIR) - Online Certifications Directory; current listings at database.ul.com.

D. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards; 2014.

E. NEMA LD 3 - High-Pressure Decorative Laminates; 2005.

#### 1.04 SUBMITTALS

A. See Section 016100 - Submittals, for submittal procedures.

B. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, and accessories.

C. Product Data: Provide product data for specified hardware accessories.

#### 1.05 QUALITY ASSURANCE

A. Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum five years of documented experience.

#### 1.06 DELIVERY, STORAGE, AND HANDLING

A. Protect units from moisture damage and other types of damage.

#### 1.07 FIELD CONDITIONS

A. During and after installation of custom cabinets, maintain temperature and humidity conditions in building spaces at same levels planned for occupancy.

#### 1.08 EXTRA MATERIALS

A. Provide one box of each type of shelf support bracket and/or pin.

### PART 2 PRODUCTS

#### 2.01 CABINETS

A. Quality Standard: Custom Grade, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.

B. Plastic Laminate Faced Cabinets: Custom grade European frameless construction
   1. All cabinet boxes to be constructed out of 3/4" plywood with 1/2" backs.
   2. Countertops to be plywood construction w/ pressure treated at sink locations.
   3. Drawers 1/2" 5 PC white liner plywood drawer box.
   4. Doors and drawer fronts 3/4" MDF w/ white interior and laminate exterior, PVC edge banding to match laminate color if available.
   5. Cabinet shelving - 255 & 256 standards and shelf pins.
   6. Toe Kicks - Pressured treated plywood construction independent of cabinet body.

## 2.02 LAMINATE MATERIALS

A. Manufacturers - Architect shall be allowed to choose from the following:
   1. Formica Corporation; ____: www.formica.com/#sle.
   2. Nevamar Decorative Surfaces: www.nevamar.com.
   3. Wilsonart; ____: www.wilsonart.com/#sle.
   4. Pionite Decorative Surfaces: www.pionite.com
   5. Substitutions: Not permitted.

B. High Pressure Decorative Laminate (HPDL): NEMA LD 3, types as recommended for specific applications and as follows:
   1. Horizontal Surfaces: HGS, 0.048 inch nominal thickness, through color, colors as scheduled, finish as scheduled.
   2. Vertical Surfaces: VGS, 0.028 inch nominal thickness, through color, colors as scheduled, finish as scheduled.
   3. Post-Formed Horizontal Surfaces: HGP, 0.039 inch nominal thickness, through color, colors as scheduled, finish as scheduled.
   4. Cabinet Liner: CLS, 0.020 inch nominal thickness, through color, colors as scheduled, finish as scheduled.
   5. Laminate Backer: BKL, 0.020 inch nominal thickness, undecorated; for application to concealed backside of panels faced with high pressure decorative laminate.

## 2.03 COUNTERTOPS

A. Plywood with Plastic Laminate
   1. Thickness: 3/4 inch.
   2. Colors: As selected from manufacturer's full range of standard colors.
   3. Finish Treatment: As indicated on drawings.

## 2.04 ACCESSORIES

A. Adhesive: Type recommended by fabricator to suit application.

B. Plastic Edge Banding: Extruded 3MM PVC, convex shaped; smooth finish; self locking serrated tongue; of width to match component thickness. Color to match laminate if available.

C. Fasteners: Size and type to suit application.

D. Bolts, Nuts, Washers, Lags, Pins, and Screws: Of size and type to suit application; galvanized or chrome-plated finish in concealed locations and stainless steel or chrome-plated finish in exposed locations.

E. Concealed Joint Fasteners: Threaded steel.

F. Grommets: plastic material for cut-outs. 2-inch size unless noted otherwise on drawings. Locate as indicated on drawings.

G. Closet Shelf Bracket: Type indicated on drawings. Prime painted for field finishing.

H. Coat Rod: 1" diameter chrome finished steel rod or pipe, lengths to fit application.

I. Door and Drawer Silencers: Rubber or neoprene "button" type, installed at all locations.

J. Counter Supports: Provide steel as indicated on drawings to provide support of counter tops. Include additional steel as needed to provide necessary support when not shown.

## 2.05 HARDWARE

A. Shelf Standards and Rests: recessed metal shelf standards. Install at all locations indicated on drawings, unless noted otherwise.

B. Shelf Standards and Rests: multiple holes for pin supports. Install only at specific locations indicated on drawings.

C. Drawer and Door Pulls: Aluminum with saitin finish unless indicated otherwise on drawings.
   1. "U" Shape Pull, 4" centers, Hafele, Model 116.05.922, or equal. Install at all locations except as listed below.

2. Extruded Pull, 4" wide, Hafele, Model 124.02.920, or equal. Install only as indicated on drawings. Fully mortise into top of drawer front.

D. Catches: Touch type.
   1. Hafele, Model 245.50.301, or equal. Install where indicated on drawings.

E. Hinges: Frameless concealed (European) type, 100 degrees of opening.
   1. Blum Clip 100 or equal

**2.06 SHOP TREATMENT OF WOOD MATERIALS**

A. Provide UL (DIR) listed and approved identification on fire retardant treated material.

B. Deliver fire retardant treated materials cut to required sizes. Minimize field cutting.

**2.07 FABRICATION**

A. Assembly: Shop assemble cabinets for delivery to site in units easily handled and to permit passage through building openings.

B. Edging: Fit shelves, doors, and exposed edges with specified edging. Do not use more than one piece for any single length.

C. Fitting: When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide matching trim for scribing and site cutting.

D. Plastic Laminate: Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline; secure with concealed fasteners. Slightly bevel arises. Locate counter butt joints minimum 2 feet from sink cut-outs.
   1. Apply laminate backing sheet to reverse side of plastic laminate finished surfaces.
   2. Cap exposed plastic laminate finish edges with scheduled solid surfacing edging.

E. Provide cutouts for louvers, plumbing fixtures, inserts, appliances, outlet boxes, and fixtures and fittings. Verify locations of cutouts from on-site dimensions. Prime paint cut edges.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

A. Verify adequacy of backing and support framing.

B. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that interior architectural woodwork can be supported and installed as indicated.

C. Verify location and sizes of utility rough-in associated with work of this section.

**3.02 INSTALLATION**

A. Set and secure custom cabinets in place, assuring that they are rigid, plumb, and level.

B. Use fixture attachments in concealed locations for wall mounted components.

C. Use concealed joint fasteners to align and secure adjoining cabinet units and countertops.

D. Carefully scribe casework abutting other components, with maximum gaps of 1/32 inch. Do not use additional overlay trim for this purpose.

E. Secure cabinets to floor using appropriate angles and anchorages.

F. Countersink anchorage devices at exposed locations. Conceal with solid wood plugs of species to match surrounding wood; finish flush with surrounding surfaces.

**3.03 ADJUSTING**

A. Test installed work for rigidity and ability to support loads.

B. Adjust moving or operating parts to function smoothly and correctly.

### 3.04 CLEANING

A. Clean casework, counters, shelves, hardware, fittings, drawer and cabinet interiors, and fixtures.

**END OF SECTION**

## SECTION 081113
## HOLLOW METAL DOORS AND FRAMES

### PART 1 GENERAL

### 1.01 SECTION INCLUDES

A. Non-fire-rated hollow metal frames.

### 1.02 RELATED REQUIREMENTS

A. Section 081406 - Flush Wood Doors.

### 1.03 REFERENCE STANDARDS

A. ANSI/SDI A250.8 - Specifications for Standard Steel Doors and Frames (SDI-100); 2014.

B. ANSI/SDI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames; 2011.

C. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.

D. ASTM A1008/A1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Solution Hardened, and Bake Hardenable; 2015.

E. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength; 2014.

F. BHMA A156.115 - American National Standard for Hardware Preparation in Steel Doors and Steel Frames; 2014.

G. NAAMM HMMA 840 - Guide Specifications for Installation and Storage of Hollow Metal Doors and Frames; 2007.

### 1.04 SUBMITTALS

A. See Section 013000 - Submittals for submittal procedures.

B. Product Data: Materials and details of design and construction, hardware locations, reinforcement type and locations, anchorage and fastening methods, and finishes.

C. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and identifying location of different finishes, if any.

D. Manufacturer's Certificate: Certification that products meet or exceed specified requirements.

E. Provide Florida Product Approval Number for door and frame assembly.

### 1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

B. Maintain at the project site a copy of all reference standards dealing with installation.

### 1.06 DELIVERY, STORAGE, AND HANDLING

A. Store in accordance with NAAMM HMMA 840.

B. Protect with resilient packaging; avoid humidity build-up under coverings; prevent corrosion.

### PART 2 PRODUCTS

### 2.01 MANUFACTURERS

A. Steel Frames and Doors:
   1. Assa Abloy Ceco, Curries, or Fleming: www.assaabloydss.com/#sle.
   2. Ceco Door Products: www.cecodoor.com.
   3. Windsor Republic Doors: www.republicdoor.com.

4. Steelcraft: www.steelcraft.com.
5. Substitutions: See Section 016000 - Product Requirements.

**2.02 FRAMES**

A. Requirements for All Doors and Frames:
1. Steel used for fabrication of doors and frames shall comply with one or more of the following requirements; Galvannealed steel conforming to ASTM A653/A653M, cold-rolled steel conforming to ASTM A1008/A1008M, or hot-rolled pickled and oiled (HRPO) steel conforming to ASTM A1011/A1011M, Commercial Steel (CS) Type B for each.
2. Accessibility: Comply with ANSI/ICC A117.1.
3. Door Top Closures: Flush with top of faces and edges.
4. Door Edge Profile: Beveled on both edges.
5. Door Texture: Smooth faces.
6. Glazed Lights: Non-removable stops on non-secure side; sizes and configurations as indicated on drawings.
7. Hardware Preparation: In accordance with DHI A115 Series, with reinforcement welded in place, in addition to other requirements specified in door grade standard. Refer to door hardware schedule for exact hardware to be installed at each door.
   a. At existing frames that are scheduled to receive new doors, fabricator shall field verify existing hardware locations at frame and adapt new doors to existing hardware locations.
8. Galvanizing for Units in wet or exterior locations or unconditioned or partly-conditioned spaces: All components hot-dipped zinc-iron alloy-coated (galvannealed), manufacturer's standard coating thickness.
9. Finish: Factory primed, for field finishing.

B. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with the specified requirements for each type; for instance, an exterior door that is also indicated as being sound-rated must comply with the requirements specified for exterior doors and for sound-rated doors; where two requirements conflict, comply with the most stringent.

**2.03 STEEL DOORS**

A. Exterior Doors :
1. Grade: ANSI A250.8 Level 3, physical performance Level A, Model 2, seamless.
2. Core: Polystyrene foam.
3. Weatherstripping: Separate, see Section 087100.

B. Interior Doors , Non-Fire-Rated:
1. Grade: ANSI A250.8 Level 2, physical performance Level B, Model 2, seamless.
2. Core: Cardboard honeycomb.
3. Thickness: 1-3/4 inches.

**2.04 STEEL FRAMES**

A. General:
1. Comply with the requirements of grade specified for corresponding door, except:
   a. ANSI A250.8 Level 2 Doors: 16 gage frames.
   b. ANSI A250.8 Level 3 Doors: 14 gage frames.
   c. Frames for Wood Doors: Comply with frame requirements indicated on frame types drawing and in opening schedule.

B. All Door Frames: Fully welded.
1. Galvanizing: All components hot-dipped zinc-iron alloy-coated (galvannealed) in accordance with ASTM A653/A653M, with manufacturer's standard coating thickness.
2. Weatherstripping: Separate, see Section 087100.

C. Interior Door Frames , Non-Fire-Rated: Fully welded type.

1. Galvanizing: All components hot-dipped zinc-iron alloy-coated (galvannealed) in accordance with ASTM A 653/A 653M, with manufacturer's standard coating thickness

**2.05 FINISH MATERIALS**

A. Primer: Rust-inhibiting, complying with ANSI A250.10 , door manufacturer's standard.

B. Bituminous Coating: Asphalt emulsion or other high-build, water-resistant, resilient coating.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

A. Verify existing conditions before starting work.

B. Verify that opening sizes and tolerances are acceptable.

C. Verify that finished walls are in plane to ensure proper door alignment.

**3.02 PREPARATION**

A. Coat inside of frames to be installed in masonry or to be grouted, with bituminous coating, prior to installation.

**3.03 INSTALLATION**

A. Install in accordance with the requirements of the specified door grade standard and NAAMM HMMA 840.

B. Coordinate frame anchor placement with wall construction.

C. Coordinate installation of hardware.

D. Touch up damaged factory finishes.

**3.04 TOLERANCES**

A. Clearances Between Door and Frame: As specified in ANSI A250.8.

B. Maximum Diagonal Distortion: 1/16 in measured with straight edge, corner to corner.

**3.05 ADJUSTING**

A. Adjust for smooth and balanced door movement.

**END OF SECTION**

## SECTION 081416
## FLUSH WOOD DOORS

### PART 1 GENERAL

### 1.01 SECTION INCLUDES

A. Flush wood doors; flush configuration; non-rated.

### 1.02 REFERENCE STANDARDS

A. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass; 2012.

B. ASTM C1172 - Standard Specification for Laminated Architectural Flat Glass; 2014.

C. AWI/AWMAC (QSI) - Architectural Woodwork Quality Standards Illustrated; Architectural Woodwork Institute and Architectural Woodwork Manufacturers Association of Canada; 2005, 8th Ed., Version 2.0.

D. NFPA 80 - Standard for Fire Doors and Other Opening Protectives; 2016.

E. UBC Std 7-2, Part II - Test Standard for Smoke- and Draft-control Assemblies; International Conference of Building Officials; 1997.

### 1.03 SUBMITTALS

A. See Section 010100 for submittal procedures.

B. Product Data: Indicate door core materials and construction; veneer species, type and characteristics.

C. Specimen warranty.

D. Shop Drawings: Illustrate door opening criteria, elevations, sizes, types, swings, undercuts required , special beveling , special blocking for hardware , factory machining criteria , factory finishing criteria , identify cutouts for glazing.

E. Samples: Submit two samples of door veneer, 8 x 10 inch in size illustrating wood grain, stain color, and sheen.

F. Manufacturer's Installation Instructions: Indicate special installation instructions.

G. Warranty, executed in City of Port Orange's name.

### 1.04 QUALITY ASSURANCE

A. Maintain one copy of the specified door quality standard on site for review during installation and finishing.

B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

C. Installed Fire Rated Door Assembly: Conform to NFPA 80 for fire rated class as scheduled.

D. Smoke and Draft Control Doors : In addition to required fire rating, comply with air leakage requirements of UBC Std 7-2, Part II; with "S" label; if necessary, provide additional gasketing or edge sealing.

### 1.05 DELIVERY, STORAGE, AND HANDLING

A. Package, deliver and store doors in accordance with specified quality standard.

B. Accept doors on site in manufacturer's packaging. Inspect for damage.

C. Protect doors with resilient packaging sealed with heat shrunk plastic. Do not store in damp or wet areas; or in areas where sunlight might bleach veneer. Seal top and bottom edges of doors immediately. Break seal on site to permit ventilation.

### 1.06 PROJECT CONDITIONS

A. Coordinate the work with door opening construction, door frame and door hardware installation.

## 1.07 WARRANTY

A. Refer to applicable Division 1 specifications sections for any additional warranty requirements and for required warranty submittals at project closeout.

B. Interior Doors: Provide manufacturer's warranty for the life of the installation.

C. Provide warranty for the following term:
   1. Interior Doors: Life of installation.

D. Include coverage for delamination of veneer, warping beyond specified installation tolerances, defective materials, and telegraphing core construction.

# PART 2 PRODUCTS

## 2.01 MANUFACTURERS

A. Wood Veneer Faced Doors:
   1. Algoma Hardwoods, Inc.: www.algomahardwoods.com
   2. Graham Wood Doors: www.grahamdoors.com.
   3. Eggers Industries: www.eggersindustries.com/#sle.
   4. Haley Brothers: www.haleybros.com/#sle.
   5. Marshfield DoorSystems, Inc: www.marshfielddoors.com/#sle.
   6. Substitutions: See Section 016000 - Product Requirements.

## 2.02 DOORS

A. All Doors: See drawings for locations and additional requirements.
   1. Quality Level: Custom Grade, in accordance with AWI/AWMAC Architectural Woodwork Quality Standards Illustrated, Section 1300.
   2. Wood Veneer Faced Doors: 7-ply unless otherwise indicated.

B. Interior Doors: 1-3/4 inches thick unless otherwise indicated; flush construction.
   1. Provide solid core doors at all locations .
   2. Wood veneer facing with factory transparent finish .

## 2.03 DOOR CORES

A. Non-Rated Solid Core and 20 Minute Rated Doors: Type particleboard core (PC), plies and faces as indicated above.

## 2.04 DOOR FACINGS

A. Wood Veneer Facing for Transparent Finish: to match existing red oak, veneer grade as specified by quality standard, quarter sliced, book veneer match, running assembly match; unless otherwise indicated.
   1. Vertical Edges: Same species as face veneer.
   2. Pairs: Pair match each pair; set match pairs within 10 feet of each other when doors are closed.

B. Facing Adhesive: Type II - water resistant.

## 2.05 ACCESSORIES

A. Glazed Openings:
   1. Heat-Strengthened and Fully Tempered Glass: ASTM C1048.
   2. Laminated Glass: Float glass laminated in accordance with ASTM C1172.
   3. Tint: Clear.
   4. Coating: Low-E type, on #2 surface.

B. Door Hardware: As specified in Section 087100.

## 2.06 DOOR CONSTRUCTION

A. Fabricate doors in accordance with door quality standard specified.

B. Cores Constructed with Stiles and Rails:

C. Provide solid blocks at lock edge for hardware reinforcement.

1. Provide solid blocking for other throughbolted hardware.

D. Fit door edge trim to edge of stiles after applying veneer facing.

E. Vertical Exposed Edge of Stiles - Veneer Faces: Of same species as veneer facing.

F. Fit door edge trim to edge of stiles after applying veneer facing.

G. Factory machine doors for hardware other than surface-mounted hardware, in accordance with hardware requirements and dimensions.
   1. At existing frames that are scheduled to receive new doors, fabricator shall field verify existing hardware locations at frame and adapt new doors to existing hardware locations.

H. Factory machine openings as scheduled for glazing as indicated on Door Types drawing.

I. Factory fit doors for frame opening dimensions identified on shop drawings, with edge clearances in accordance with specified quality standard.
   1. Exception: Doors to be field finished.

J. Provide edge clearances in accordance with AWI Quality Standards Illustrated Section 1700.

K. Provide edge clearances in accordance with AWI Quality Standards Illustrated Section 1700.

**2.07 FACTORY FINISHING - WOOD VENEER DOORS**

A. Factory finish doors in accordance with specified quality standard:
   1. Transparent Finish: Transparent conversion varnish, Premium quality, satin sheen.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

A. Verify existing conditions before starting work.

B. Verify that opening sizes and tolerances are acceptable.

C. Do not install doors in frame openings that are not plumb or are out-of-tolerance for size or alignment.

**3.02 INSTALLATION**

A. Install doors in accordance with manufacturer's instructions and specified quality standard.

B. Factory-Finished Doors: Do not field cut or trim; if fit or clearance is not correct, replace door.

C. Trim door height by cutting bottom edges to a maximum of 3/4 inch (19 mm).

D. Use machine tools to cut or drill for hardware.

E. Coordinate installation of doors with installation of frames and hardware.

**3.03 TOLERANCES**

A. Conform to specified quality standard for fit and clearance tolerances.

B. Conform to specified quality standard for maximum diagonal distortion.

**3.04 ADJUSTING**

A. Adjust doors for smooth and balanced door movement.

B. Adjust closers for full closure and opening force maximum limits prescribed by code and ADA..

**END OF SECTION**

**SECTION 084113**
**ALUMINUM-FRAMED STOREFRONTS**

## PART 1 GENERAL

### 1.01 WORK INCLUDED

A. Interior store front framing and entrance doors as depicted on the drawings.

### 1.02 SUMMARY

A. Section includes: Aluminum Storefront Systems
   1. YKK YES 45FS

### 1.03 SUBMITTALS

A. General: Prepare, review, approve, and submit specified submittals in accordance with "Conditions of the Contract" and Division 1 Submittals Section. Product data, shop drawings, samples, and similar submittals are defined in "Conditions of the Contract".

B. Product Data: Submit product data for each type storefront series specified.

C. Substitutions: Whenever substitute products are to be considered, supporting technical data, samples and test reports must be submitted ten (10) working days prior to bid date in order to make a valid comparison.

D. Shop Drawings: Submit shop drawings showing layout, profiles, and product components, including anchorage, accessories, finish colors, and textures.

E. Samples: Submit verification samples for colors on actual aluminum substrates indicating full color range expected in installed system.

F. Quality Assurance / Control Submittals:
   1. Installer Qualification Data: Submit installer qualification data.

G. Close-out Submittals:
   1. Warranty: Submit warranty documents specified herein.
   2. Project Record Documents: Submit project record documents for installed materials in accordance with Division 1 Project Close-out (Project Record Documents) Section.

### 1.04 QUALITY ASSURANCE

A. Qualifications:
   1. Installer Qualifications: Installer experienced (as determined by contractor) to perform work of this section who has specialized in the installation of work similar to that required for this project. If requested by Owner, submit reference list of completed projects.
   2. Manufacturer Qualifications: Manufacturer capable of providing field service representation during construction process.

### 1.05 PRODUCT CONDITIONS / SITE CONDITIONS

A. Field Measurements: Verify actual measurements/openings by field measurements before fabrication; show recorded measurements on shop drawings. Coordinate field measurements, fabrication schedule with construction progress to avoid construction delays.

### 1.06 WARRANTY

A. Project Warranty: Refer to "Conditions of the Contract" for project warranty provisions.

B. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by an authorized company official.

C. Warranty Period: Manufacturer’s one (1) year standard warranty commencing on the substantial date of completion for the project provided that the warranty, in no event, shall start later than six (6) months from the date of shipment by YKK AP America Inc.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

A. Acceptable Manufacturers: YKK AP America Inc.
270 Riverside Parkway, Suite A
Austell, GA 30168
Telephone: (678) 838-6000; Fax: (678) 838-6001
Storefront System: YKK AP YHS 50 TU Impact Resistant Storefront System.

B. Storefront Framing Systems:
1. Description: Center set, exterior flush glazed; jambs and vertical mullions continuous; head, sill, intermediate horizontal attached by screw spline joinery. Continuous and wept sill flashing.
2. Components: Manufacturer's standard extruded aluminum mullions, entrance doors, framing, and indicated shapes, perimeter anchor fillers and steel reinforcing as required.
3. Glazing: Manufacturer's standard glazing stops with EPDM glazing gaskets to prevent water infiltration at the exterior and Dow Corning® 995 Structural Silicone Sealant with fixed stops at the interior.

### 2.02 MATERIALS

A. Extrusions: ASTM B 221 (ASTM B 221M), 6063-T5 Aluminum Alloy.

B. Aluminum Sheet:
1. Anodized Finish: ASTM B 209 (ASTM B 209M), 5005-H14 Aluminum Alloy, 0.050" (1.27 mm) minimum thickness.

### 2.03 ACCESSORIES

A. Manufacturer's Standard Accessories:
1. Fasteners: Zinc plated steel concealed fasteners; Hardened aluminum alloys or AISI 300 series stainless steel exposed fasteners.
2. Glazing: Setting blocks, edge blocks, and spacers in accordance with ASTM C 864, shore durometer hardness as recommended by manufacturer; Glazing gaskets in accordance with ASTM C 864.
3. Doors to be 20D narrow stile with standard hardware to include butt hinges, push-pulls, and standard cylindrical locks with thumb turns.

### 2.04 FABRICATION

A. Shop Assembly: Fabricate and assemble units with joints only at intersection of aluminum members with hairline joints; rigidly secure, and sealed in accordance with manufacturer's recommendations.

### 2.05 FINISHES AND COLORS

A. YKK AP America Anodized Plus® Finish:
1. Clear Anodized Plus®

B. Anodized Finishing: Prepare aluminum surfaces for specified finish; apply shop finish in accordance with the following:
1. Anodic Coating: Electrolytic color coating followed by an organic seal applied in accordance with the requirements of AAMA 612. Aluminum extrusions shall be produced from quality controlled billets meeting AA-6063-T5.
2. Exposed Surfaces shall be free of scratches and other serious blemishes.
3. Extrusions shall be given a caustic etch followed by an anodic oxide treatment and then sealed with an organic coating applied with an electrodeposition process.
4. The anodized coating shall comply with all of the requirements of AAMA 612-02: Voluntary Specifications, Performance Requirements and Test Procedures for Combined Coatings of Anodic Oxide and Transparent Organic Coatings on Architectural Aluminum. Testing shall demonstrate the ability of the finish to resist damage from mortar, salt spray, and chemicals commonly found on construction sites, and to resist the loss of color and gloss.

5. Overall coating thickness for finishes shall be a minimum of 0.7 mils.

## PART 3 EXECUTION

### 3.01 3.01 MANUFACTURER'S INSTRUCTIONS / RECOMMENDATIONS

A. Compliance: Comply with manufacturer's product data, including product technical bulletins, installation instructions, and product carton instructions. The latest installation instructions are available at www.ykkap.com.

### 3.02 EXAMINATION

A. Site Verification of Conditions: Verify substrate conditions (which have been previously installed under other sections) are acceptable for product installation in accordance with manufacturer's instructions.

### 3.03 PREPARATION

A. Adjacent Surfaces Protection: Protect adjacent work areas and finish surfaces from damage during product installation.
   1. Aluminum Surface Protection: Protect aluminum surfaces from contact with lime, mortar, cement, acids, and other harmful contaminants.

### 3.04 INSTALLATION

A. General: Install manufacturer's system in strict accordance with shop drawings, and within specified tolerances.
   1. Shim and brace aluminum system before anchoring to structure.
   2. Provide sill flashing at exterior storefront systems. Extend extruded flashing continuous with splice joints; set in continuous beads of sealant and wept.
   3. Verify storefront system allows water entering system to be collected in gutters and wept to exterior. Verify metal joints are sealed in accordance with the manufacturer's instructions.
   4. Seal metal to metal storefront system joints using sealant recommended by system manufacturer.

### 3.05 FIELD QUALITY CONTROL

A. Manufacturer's Field Services: Upon request, provide manufacturer's field service consisting of site visit for inspection of product installation in accordance with manufacturer's instructions.

B. Field Test: Conduct field test to determine watertightness of storefront system. Conduct test in accordance with AAMA 501.2.

### 3.06 ADJUSTING AND CLEANING

A. Adjusting: Adjust operating items as recommended by manufacturer.

B. Cleaning: The General Contractor shall clean installed products in accordance with manufacturer's instructions prior to Owner's acceptance, and remove construction debris from project site. Legally dispose of debris.

C. Protection: The General Contractor shall protect the installed product's finish surfaces from damage during construction.

**END OF SECTION**

## SECTION 092116
## GYPSUM BOARD ASSEMBLIES

### PART 1 GENERAL

### 1.01 SECTION INCLUDES

A. Acoustic insulation and sealant.

B. Gypsum wallboard.

C. Joint treatment and accessories.

### 1.02 RELATED REQUIREMENTS

A. Section 061000 - Rough Carpentry: Wood blocking for support of wall-mounted equipment. Plywood used in conjunction with gypsum board for security ceiling.

### 1.03 REFERENCE STANDARDS

A. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2015.

B. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2013.

C. ASTM C1047 - Standard Specification for Accessories For Gypsum Wallboard and Gypsum Veneer Base; 2014a.

### 1.04 SUBMITTALS

A. See Section 01 0100 for submittal procedures.

B. Product Data: Provide data on gypsum board, glass mat faced gypsum board, accessories, and joint finishing system.

C. Product Data: Provide manufacturer's data on partition head to structure connectors, showing compliance with requirements.

### 1.05 QUALITY ASSURANCE

A. Applicator Qualifications: Company specializing in performing gypsum board application and finishing, with minimum 5 years of documented experience.

### PART 2 PRODUCTS

### 2.01 GYPSUM BOARD MATERIALS

A. Manufacturers:
   1. BPB America Inc: www.bpb-na.com.
   2. Continental Building Products www.continental-bp.com/#sle.
   3. G-P Gypsum Corporation: www.gp.com/gypsum.
   4. National Gypsum Company: www.nationalgypsum.com/#sle.
   5. USG: www.usg.com.
   6. Substitutions: See Section 016000 - Product Requirements.

B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
   1. Application: Use for vertical surfaces and ceilings, unless otherwise indicated.
   2. Thickness:
      a. Vertical Surfaces: 5/8 inch.
      b. Ceilings: 5/8 inch.

### 2.02 ACCESSORIES

A. Acoustic Insulation: ASTM C665; preformed glass fiber, friction fit type, unfaced. Thickness: 3-1/2 inch.

B. Acoustic Sealant: Non-hardening, non-skinning, for use in conjunction with gypsum board.

C. Finishing Accessories: ASTM C1047, galvanized steel or rolled zinc, unless otherwise indicated.
   1. Types: As detailed or required for finished appearance.
   2. Special Shapes: In addition to conventional galvanized steel cornerbead and control joints, provide U-bead and L-bead at exposed panel edges.

D. Joint Materials: ASTM C475 and as recommended by gypsum board manufacturer for project conditions.
   1. Tape: 2 inch wide, coated glass fiber tape for joints and corners, except as otherwise indicated.
   2. Tape: 2 inch wide, creased paper tape for joints and corners, except as otherwise indicated.
   3. Ready-mixed vinyl-based joint compound.

E. High Build Drywall Primer-Surfacer: Vinyl acrylic latex-based coating for spray application, designed to take the place of skim coating and separate paint primer in achieving Level 5 finish: Sheetrock Primer-Surfacer Tuff-Hide

F. Anchorage to Substrate: Tie wire, nails, screws, and other metal supports, of type and size to suit application; to rigidly secure materials in place.

## PART 3 EXECUTION

### 3.01 EXAMINATION

A. Verify that project conditions are appropriate for work of this section to commence.

### 3.02 ACOUSTIC ACCESSORIES INSTALLATION

A. Acoustic Insulation: Place tightly within spaces, around cut openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions.

B. Acoustic Sealant: Install in accordance with manufacturer's instructions.
   1. Place two beads continuously on substrate before installation of perimeter framing members.
   2. Place continuous bead at perimeter of each layer of gypsum board.
   3. In non-fire-rated construction, seal around all penetrations by conduit, pipe, ducts, and rough-in boxes.

### 3.03 GYPSUM BOARD INSTALLATION

A. Comply with ASTM C 840 and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.

B. Single-Layer Non-Rated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.

C. Installation on Wood Framing: Use screws for attachment of all gypsum board except face layer of non-rated double-layer assemblies, which may be installed by means of adhesive lamination.

### 3.04 INSTALLATION OF TRIM AND ACCESSORIES

A. Control Joints: Place control joints consistent with lines of building spaces and as indicated.
   1. Not more than 30 feet apart on walls and ceilings over 50 feet long.

B. Corner Beads: Install at external corners, using longest practical lengths.

C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials and as indicated.

### 3.05 JOINT TREATMENT

A. Paper Faced Gypsum Board: Use paper joint tape, bedded with ready-mixed vinyl-based joint compound and finished with ready-mixed vinyl-based joint compound.

B. Finish gypsum board in scheduled areas in accordance with levels defined in ASTM C 840 and as scheduled below.

C. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
   1. Feather coats of joint compound so that camber is maximum 1/32 inch.
   2. Taping, filling and sanding is not required at base layer of double layer applications.

D. Where Level 5 finish is indicated, spray apply high build drywall surfacer over entire surface after joints have been properly treated; achieve a flat and tool mark-free finish.

E. Fill and finish joints and corners of cementitious backing board as recommended by manufacturer.

**3.06 TOLERANCES**

A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

**3.07 FINISH LEVEL SCHEDULE**

A. Level 1: Above finished ceilings concealed from view.

B. Level 2: Utility areas and areas behind cabinetry.

C. Level 5: Walls and ceilings scheduled to receive paint finish.

**END OF SECTION**

**SECTION 095100**
**ACOUSTICAL CEILINGS**

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS:

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

### 1.02 SUMMARY:

A. Extent of each type of acoustical ceiling is shown and scheduled on drawings.

B. Type of acoustical ceiling specified in this section is Acoustical panels, exposed suspension.

### 1.03 SUBMITTALS:

A. Product Data: Submit manufacturer's technical data for each type of acoustical ceiling unit and suspension system required.

B. Samples : Submit manufacturers' standard size samples of acoustical units, but not less than 12" square, and of exposed ceiling suspension members including wall and special moldings. Provide samples showing full range of colors, textures and patterns available for each type of component required.

C. Certificates: Submit certificates from manufacturers of acoustical ceiling units and suspension systems attesting that their products comply with specification requirements.

### 1.04 QUALITY ASSURANCE:

A. Fire Performance Characteristics: Provide acoustical ceiling components that are identical to those tested for the following fire performance characteristics, according to ASTM test method indicated, by UL or other testing and inspecting agency acceptable to authorities having jurisdiction. Identify acoustical ceiling components with appropriate marking of applicable testing and inspecting agency.
   1. Surface Burning Characteristics: Class A, as follows, tested per ASTM E 84:
      a. Flame Spread: 25 or less.
      b. Smoke Developed: 450 or less.

B. Provide materials and installation in conformance to FBC 2001 § 804 criteria.

C. Coordination of Work: Coordinate layout and installation of acoustical ceiling units and suspension system components with other work supported by, or penetrating through, ceilings, including light fixtures, HVAC equipment, fire-suppression system components (if any), and partition system (if any).

### 1.05 DELIVERY, STORAGE AND HANDLING:

A. Deliver acoustical ceiling units to project site in original, unopened packages and store them in a fully enclosed space where they will be protected against damage from moisture, direct sunlight, surface contamination or other causes.

B. Before installing acoustical ceiling units, permit them to reach room temperature and a stabilized moisture content.

C. Handle acoustical ceiling units carefully to avoid chipping edges or damaging units in any way.

### 1.06 PROJECT CONDITIONS:

A. Space Enclosure: Do not install interior acoustical ceilings until space is enclosed and weatherproof, wet-work in space is completed and nominally dry, work above ceilings is complete, and ambient conditions of temperature and humidity will be continuously maintained at values near those indicated for final occupancy.

### 1.07 EXTRA MATERIALS:

A. Deliver extra materials to Owner. Furnish extra materials described below matching products installed, packaged with protective covering for storage and identified with appropriate labels.

1. Acoustical Ceiling Units: Furnish two cartons

**PART 2 - PRODUCTS**

**2.01 ACOUSTICAL CEILING UNITS:**

A. ACT USG Radar High-NRC/High-CAC 22421, 24" x 24" x 7/8", Square Edge, NRC .70, CAC 35, Flame Spread 0-25, (ASTM-E-84), Class A (Fed. Spec.SS-S-118B) to be used where indicated on finish schedule.

**2.02 METAL SUSPENSION SYSTEMS, GENERAL:**

A. Standard for Metal Suspension Systems: Provide metal suspension systems of type, structural classification and finish indicated which comply with applicable ASTM C 635 requirements.

B. Finishes and Colors: Provide manufacturer's standard factory- applied finish for type of system indicated. For exposed suspension members and accessories with painted finish, provide color indicated or, if not otherwise indicated, as selected by Architect from manufacturer's full range of standard colors.

C. Attachment Devices: Size for 5 x design load indicated in ASTM C 635, Table 1, Direct Hung.

D. Hanger Wire: Galvanized carbon steel wire, ASTM A 641, soft temper, prestretched, Class 1 coating, sized so that stress at 3- times hanger design load (ASTM C 635, Table 1, Direct Hung), will be less than yield stress of wire, but provide not less than 12 gage.

E. Edge Moldings and Trim: Manufacturer's standard molding for edges and penetrations of ceiling which fits with type of edge detail and suspension system indicated.

**2.03 EXPOSED METAL DIRECT-HUNG SUSPENSION SYSTEM:**

A. Non-Fire-Resistance-Rated Double Web Steel Suspension System: All main beams and cross tees shall be commercial quality hot dipped galvanized steel with minimum G30 coating per ASTM A653. Main beams and cross tees are double-web steel construction with 15/16" wide exposed flange; other characteristics as follows:

B. Structural Classification: Intermediate Duty System.

C. Finish: Painted, flat white.

D. Manufacturers: Subject to compliance with requirements, provide products of one of the following:
   1. Basis of Design:
      a. USG Donn Brand Centricitee DXT24.
      b. USG Donn Brand Centricitee DXT222 & DXT424 Cross Tee.
      c. USG Donn Brand Centricitee M9 Wall Angle.
      d. USG Donn Brand DX/DXL 15/16" white grid at vinyl rock ceiling tile locations.

E. Other approved manufacturers:
   1. Chicago Metallic Corp.
   2. Armstrong World Industries, Inc.

**PART 3 - EXECUTION**

**3.01 PREPARATION:**

A. Coordination: Furnish layouts for inserts, clips, or other supports required to be installed by other trades for support of acoustical ceilings.

B. Measure each ceiling area and establish layout of acoustical units to balance border widths at opposite edges of each ceiling. Avoid use of less-than-half width units at borders, and comply with reflected ceiling plans wherever possible.

**3.02 INSTALLATION:**

A. General: Install materials in accordance with manufacturer's printed instructions, and to comply with governing regulations, fireresistance rating requirements as indicated, and CISCA standards applicable to work.

B. Arrange acoustical units and orient directionally-patterned units (if any) in manner shown by reflected ceiling plans.
   1. Install tile with pattern running in one direction.
   2. Install tile with pattern running in alternating directions to form "checkerboard" layout.

C. Install suspension systems to comply with ASTM C 636, with hangers supported only from building structural members. Locate hangers not less than 6" from each end and spaced 4'-0" along each carrying channel or direct-hung runner, unless otherwise indicated, leveling to tolerance of 1/8" in 12'-0".

D. Secure wire hangers by looping and wire-tying, either directly to structures or to inserts, eye-screws, or other devices which are secure and appropriate for substrate, and which will not deteriorate or fail with age or elevated temperatures.

E. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum which are not part of supporting structural or ceiling suspension system. Splay hangers only where required to miss obstructions and offset resulting horizontal force by bracing, countersplaying or other equally effective means.

F. Install edge moldings of type indicated at perimeter of acoustical ceiling area and at locations where necessary to conceal edges of acoustical units.

G. Sealant Bed: Apply continuous ribbon of acoustical sealant, concealed on back of vertical leg before installing moldings.

H. Screw-attach moldings to substrate at intervals not over 16" o.c. and not more than 3" from ends, leveling with ceiling suspension system to tolerance of 1/8" in 12'-0". Miter corners accurately and connect securely.

I. Install acoustical panels in coordination with suspension system, with edges concealed by support of suspension members. Scribe panels to fit accurately at borders and at penetrations.

**3.03 CLEANING:**

A. Clean exposed surfaces of acoustical ceilings, including trim, edge moldings, and suspension members; comply with manufacturer's instructions for cleaning and touch-up of minor finish damage. Remove and replace work which cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

**END OF SECTION 095100**

## SECTION 096519
## LUXURY VINYL TILE FLOORING

### PART 1 GENERAL

### 1.01 SECTION INCLUDES

A. High Performance Luxury Vinyl Tile.

B. Installation accessories:
   1. Adhesives.

### 1.02 RELATED REQUIREMENTS

A. Section 016116 - Volatile Organic Compound (VOC) Content Restrictions: SCS FloorScore certification documentation.

### 1.03 REFERENCE STANDARDS

A. ASTM D2047 - Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring Surfaces as Measured by the James Machine; 2011.

B. ASTM D4060 - Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser; 2014.

C. ASTM F137 - Standard Test Method for Flexibility of Resilient Flooring Materials with Cylindrical Mandrel Apparatus; 2008 (Reapproved 2013).

D. ASTM F386 - Standard Test Method for Thickness of Resilient Flooring Materials Having Flat Surfaces; 2017.

E. ASTM F710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring; 2011.

F. ASTM F1700 - Standard Specification for Solid Vinyl Tile; 2013a.

G. ASTM F1869 - Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride; 2016a.

H. ASTM F2170 - Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes; 2017.

I. NFPA 253 - Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source; 2015.

### 1.04 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

B. Manufacturer's documentation for flooring and accessories:
   1. Technical Data.
   2. Installation and Maintenance.
   3. Warranty.
   4. Safety Data Sheets (SDS) for accessories.

C. Selection Samples: Submit manufacturer's complete set of color samples for Hall & Ogle Architects, Inc.'s initial selection.

### 1.05 DELIVERY, STORAGE, AND HANDLING

A. Upon receipt, immediately remove any shrink-wrap and check materials for damage and that the material is of the correct style, color, quantity and run number(s).

B. Store all materials flat and off of the floor in an acclimatized, weather-tight space between 65 to 85 degrees F.

C. Do not double stack pallets.

### 1.06 FIELD CONDITIONS

A. Acclimate material at jobsite between 65 to 85 degrees F and 35 percent to 85 percent relative humidity for 48 hours prior to installation. Temperature and relative humidity should also be maintained at the same levels during installation, and after installation.

B. Spread unopened cartons no more than 6 cartons high and at least 4 inches apart.

C. Keep away from heating and cooling ducts and direct sunlight.

D. If permanent HVAC is not operational, temporary means should be used to maintain the recommended temperature and relative humidity levels.

E. Close areas to traffic during installation of flooring and accessories.

### 1.07 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than ten years of documented experience.

B. Installer Qualifications: Flooring should only be installed by professional flooring mechanics that have demonstrated successful installations of jobs in similar size and scope.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

A. Basis of Design: Milliken Change Agent Relic; High Performance Luxury Vinyl Tile: www.milliken.com.

B. Substitutions: See Section 016000 - Product Requirements.

### 2.02 HIGH PERFORMANCE LUXURY VINYL TILE

A. Provide all colors of Relic Collection for selection by owner. Size of tiles to be 25 cm x 100 cm.

### 2.03 ACCESSORIES

A. Adhesives:
   1. 1. Acrylic Adhesive: For dry areas with no spillage, use adhesive as recommended by manufacturer.

## PART 3 EXECUTION

### 3.01 EXAMINATION .

A. Install flooring and accessories after other operations (including painting) have been completed.

B. Acceptance of Conditions: Carefully examine all installation areas with installer/applicator present, for compliance with requirements affecting work performance.
   1. Verify that field measurements, product, adhesives, substrates, surfaces, structural support, tolerances, levelness, temperature, humidity, moisture content level, pH, cleanliness and other conditions are as required by the manufacturer, and ready to receive work.

C. Verify that substrate is contaminant-free, including old adhesives and abatement chemicals.

D. Test substrates as required by manufacturer to verify proper conditions exist.
   1. Concrete:
      a. Check for concrete additives such as fly ash, curing compounds, hardeners, or other surface treatments that may prevent proper bonding of floor coverings.
      b. Moisture testing: Perform either the In-Situ Relative Humidity (RH) test (ASTM F2170) or Moisture Vapor Emission Rate (MVER) test (ASTM F1869). Refer to the Manufacturer's Installation Guide/Manual for the maximum allowable substrate moisture content. Substrates above the maximum allowable moisture content will require a moisture mitigation system.
      c. Perform alkalinity testing per ASTM F710 to verify pH level is between 7 to 10.
      d. Check substrate for absorbency per manufacturer's recommendations.

e. Perform bond testing per ASTM F710 to determine compatibility of adhesive to concrete substrate.

2. Wood:
   a. Shall be dry, clean, structurally sound and installed per underlayment manufacturer's installation instructions.
   b. Test wood subfloors and underlayment panels using a suitable wood moisture pin-meter. Readings between the subfloor and underlayment panels should be within 3 percent prior to installing the underlayment panels.
   c. The maximum moisture content is 14 percent.
   d. Proceed with installation only after satisfactory conditions have been met.

E. Verify that required floor-mounted utilities are in correct location.

**3.02 PREPARATION**

A. Luxury Vinyl Tile flooring shall be installed over subfloors conforming to ASTM F710 for concrete and other monolithic floors or ASTM F1482 for wood subfloors.

B. Moisture Testing: Moisture emissions from concrete subfloors must not exceed 5 lbs per 1000sf per 24 hours (2.25 kg H2O/24 hr/93 m2) via the Calcium Chloride Test Method (ASTM F1869) and not to exceed 85% internal concrete relative humidity as tested in accordance with ASTM F2170-02. If subfloor moisture exceeds the allowable maximum for installing Luxury Vinyl Tile, please call your local distributor for advice.

C. Wood subfloors shall not exceed 10% moisture content when measured with a Delmhorst Wood Moisture Tester.

D. The pH level of the subfloor surface shall not be higher than 9.9. If higher, subfloor must be neutralized.

E. Underlayment and Patching Compounds: Use only gray colored Portland cement based underlayments; patching compounds are used for filling cracks, holes and leveling. White gypsum materials are not acceptable.

**3.03 INSTALLATION**

A. Luxury Vinyl Tile Installation: Install tile in accordance with the current published Installation Guide. Failure to install tile in accordance with recommended procedures will void the Limited Product Warranty.

**3.04 FIELD QUALTITY CONTROL**

A. Site tests and inspections per Section 01 4000 and as follows:
   1. Inspect flooring installation for non-conforming work including (but not limited to) the following:
      a. Lack of adhesion.
      b. Bubbles, loose tiles or raised edges.
      c. Dirt and debris underneath flooring.
      d. Excessive gaps.
      e. Improper substrate preparation (as indicated by telegraphing).
      f. Damage to tiles, including: dents/indentations, cuts, cracks, burns or punctures.

B. Non-conforming work per General Conditions and as follows:
   1. Repair or replace damaged material if not acceptable to the Hall & Ogle Architects, Inc..

**3.05 CLEANING**

A. Provide progress cleaning per manufacturer's written instructions, Section 01 7000, and as follows:
   1. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the work.
      a. Clean and protect completed construction until Date of Substantial Completion.
      b. During installation, remove wet adhesive from surface of flooring per manufacturer's instructions.

2. Site: Maintain project site free of waste materials and debris.

B. Provide final cleaning immediately prior to Date of Substantial Completion inspection per manufacturer's written instructions and Section 01 7000.
   1. Protection: Remove manufacturer's and other installed protection immediately prior to Date of Substantial Completion inspection, unless required otherwise.
   2. Clean floor with a neutral 6-8 pH cleaner.

**3.06 MAINTENANCE**

A. Initial maintenance per flooring manufacturer’s written instructions and as follows:
   1. Allow the adhesive to cure for at least 48 hours prior to wet cleaning the floor.
   2. Sweep, dust mop or vacuum the floor thoroughly to remove all loose dirt, dust, grit and debris. Do not use vacuums with a beater bar assembly.
   3. Remove any dried adhesive residue from the surface with mineral spirits applied to a clean, lint-free cloth.
   4. Damp mop the floor using a cleaner recommended by the flooring manufacturer.
   5. If necessary, scrub the floor using an auto scrubber or rotary machine (300 rpm or less) with a cleaner recommended by the flooring manufacturer. Maintain the proper dilution ratio and use the appropriate scrubbing brush or pad.
   6. Thoroughly rinse the entire floor with fresh, clean water. Remove the dirty residue with a wet-vacuum or clean mop and allow the floor to dry completely.

**3.07 PROTECTION**

A. Protect materials from construction operations until Date of Substantial Completion or Owner occupancy, whichever occurs first.
   1. Protect finished floor from abuse and damage by using heavy non-staining kraft paper, drop cloths or equivalent. Use additional, non-damaging protective materials as needed.
   2. Light foot traffic on a newly installed floor can be permitted after 24 hours.
   3. Keep heavy traffic and rolling loads off the newly installed LVT flooring for 48 hours.
   4. Protect the floor from rolling loads by covering with protective boards.

**END OF SECTION**

**SECTION 099000**
**PAINTING**

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS:

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

### 1.02 DESCRIPTION OF WORK:

A. Extent of painting work is indicated on drawings and schedules, and as herein specified.

B. Work includes painting and finishing of interior and exterior exposed items and surfaces throughout project, except as otherwise indicated.

C. Surface preparation, priming and coats of paint specified are in addition to shop-priming and surface treatment specified under other sections of work.

D. Work includes field painting of exposed bare and covered pipes and ducts (including color coding), and of hangers, exposed steel and iron work, and primed metal surfaces of equipment installed under mechanical and electrical work, except as otherwise indicated.

E. "Paint" as used herein means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.

F. Surfaces to be Painted: Except where natural finish of material is specifically noted as a surface not to be painted, paint exposed surfaces whether or not colors are designated in "schedules". Where items or surfaces are not specifically mentioned, paint the same as similar adjacent materials or areas. If color or finish is not designated, Architect will select these from standard colors or finishes available.

G. Following categories of work are not included as part of field-applied finish work.

H. Pre-Finished Items: Unless otherwise indicated, do not include painting when factory- finishing or installer-finishing is specified for such items as (but not limited to) metal toilet enclosures, prefinished partition systems, acoustic materials, architectural woodwork and casework, elevator entrance doors and frames, elevator equipment, and finish mechanical and electrical equipment, including light fixtures, switchgear and distribution cabinets.

I. Concealed Surfaces: Unless otherwise indicated, painting is not required on surfaces such as walls or ceilings in concealed areas and generally inaccessible areas, foundation spaces, furred areas, utility tunnels, pipe spaces, duct shafts and elevator shafts.

J. Finished Metal Surfaces: Unless otherwise indicated, metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze and similar finished materials will not require finish painting.

K. Operating Parts: Unless otherwise indicated, moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts will not require finish painting.

L. Following categories of work are included under other sections of these specifications.

M. Shop Priming: Unless otherwise specified, shop priming of ferrous metal items is included under various sections for structural steel, metal fabrications, hollow metal work and similar items.

N. Unless otherwise specified, shop priming of fabricated components such as architectural woodwork, wood casework and shop-fabricated or factory-built mechanical and electrical equipment or accessories is included under other sections of these specifications.

O. Do not paint over any code-required labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.

**1.03 QUALITY ASSURANCE:**

A. Single Source Responsibility: Provide primers and other undercoat paint produced by same manufacturer as finish coats. Use only thinners approved by paint manufacturer, and use only within recommended limits.

B. Coordination of Work: Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of total coatings systems for various substrates. Upon request from other trades, furnish information or characteristics of finish materials provided for use, to ensure compatible prime coats are used.

**1.04 SUBMITTALS:**

A. Product Data: Submit manufacturer's technical information including paint label analysis and application instructions for each material proposed for use.

B. Samples: Prior to beginning work, Architect will furnish color chips for surfaces to be painted. Use representative colors when preparing samples for review. Submit samples for Architect's review of color and texture only. Provide a listing of material and application for each coat of each finish sample.

C. On 12" x 12" hardboard, provide two samples of each color and material, with texture to simulate actual conditions. Resubmit samples as requested by Architect until acceptable sheen, color, and texture is achieved.

D. On actual wood surfaces, provide two 4" x 8" samples of natural and stained wood finish. Label and identify each as to location and application.

E. On concrete masonry, provide two 4" square samples of masonry for each type of finish and color, defining filler, prime and finish coat.

**1.05 DELIVERY AND STORAGE:**

A. Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer's name and label, and following information:

B. Name or title of material.Manufacturer's name.

C. Fed. Spec. number, if applicable.Thinning instructions.

D. Manufacturer's stock number Contents by volume, for major pigment

E. and date of manufacturer and vehicle constituents

F. Application instructions.Color name and number.

G. Store materials not in actual use in tightly covered containers. Maintain containers used in storage of paint in a clean condition, free of foreign materials and residue.

H. Protect from freezing where necessary. Keep storage area neat and orderly. Remove oily rags and waste daily. Take all precautions to ensure that workmen and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application of paints.

**1.06 JOB CONDITIONS:**

A. Apply water-base paints only when temperature of surfaces to be painted and surrounding air temperatures are between 50 degrees F (10 degrees C) and 90 degrees F (32 degrees C), unless otherwise permitted by paint manufacturer's printed instructions.

B. Apply solvent-thinned paints only when temperature of surfaces to be painted and surrounding air temperatures are between 45 degrees F (7 degrees C) and 95 degrees F (35 degrees C), unless otherwise permitted by paint manufacturer's printed instructions.

C. Do not apply paint in snow, rain, fog or mist, or when relative humidity exceeds 85%, or to damp or wet surfaces, unless otherwise permitted by paint manufacturer's printed instructions.

D. Painting may be continued during inclement weather if areas and surfaces to be painted are enclosed and heated within temperature limits specified by paint manufacturer during application and drying periods.

## PART 2 - PRODUCTS

### 2.01 ACCEPTABLE MANUFACTURERS:

A. Manufacturers:
   1. Sherwin Williams (basis of design)
   2. Coronado Paint Company/Benjamin Moore

### 2.02 MATERIALS:

A. Material Quality: Provide best quality grade of various types of coatings as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable.

B. Color Pigments: Pure, non-fading, applicable types to suit substrates and service indicated.

### 2.03 INTERIOR PAINT SYSTEMS (IPS):

A. IPS 1:Gypsum Drywall: Walls
   1. 1st coat:Sherwin Williams - B28W08000-PVA Drywall Primer & Sealer
   2. 2nd coat:Sherwin Williams - B20W12651 - Promar 200 Zero VOC Interior Latex Egg Shell.
   3. 3rd coat:Sherwin Williams - B20W12651 - Promar 200 Zero VOC Interior Latex Egg Shell.

B. IPS 2:Gypsum Drywall: Ceilings
   1. 1st coat:Sherwin Williams - B28W08000-PVA Drywall Primer & Sealer
   2. 2nd coat:Sherwin Williams - K46W00151-Pro Industrial Precatalyzed Waterbased Semi-Gloss Epoxy
   3. 3rd coat:Sherwin Williams - K46W00151-Pro Industrial Precatalyzed Waterbased Semi-Gloss Epoxy

C. IPS 3:Metal Doors and Frames
   1. 1st coat:Sherwin Williams - B66W00011 - Pro Industrial DTM Primer/Finish
   2. 2nd coat:Sherwin Williams - B66W01151 - Pro Industrial DTM Acrylic Semi-Gloss
   3. 3rd coat:Sherwin Williams - B66W01151 - Pro Industrial DTM Acrylic Semi-Gloss

## PART 3 - EXECUTION

### 3.01 INSPECTION:

A. Applicator must examine areas and conditions under which painting work is to be applied and notify Contractor in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to Applicator.

B. Starting of painting work will be construed as Applicator's acceptance of surfaces and conditions within any particular area.

C. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to formation of a durable paint film.

### 3.02 SURFACE PREPARATION:

A. General: Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified, for each particular substrate condition.

B. Provide barrier coats over incompatible primers or remove and reprime as required. Notify Architect in writing of any anticipated problems in using the specified coating systems with substrates primed by others.

C. Remove hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted, or provide surface-applied protection prior to surface preparation and painting operations. Remove, if necessary, for complete painting of items and adjacent surfaces. Following completion of painting of each space or area, reinstall removed items.

D. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning.

E. Program cleaning and painting so that contaminants from cleaning process will not fall onto wet, newly-painted surfaces.

F. Cementitious Materials: Prepare cementitious surfaces of concrete, concrete block, cement plaster and cement-asbestos board to be painted by removing efflorescence, chalk, dust, dirt, grease, oils, and by roughening as required to remove glaze.

G. Determine alkalinity and moisture content of surfaces to be painted by performing appropriate tests. If surfaces are found to be sufficiently alkaline to cause blistering and burning of finish paint, correct this condition before application of paint. Do not paint over surfaces where moisture content exceeds that permitted in manufacturer's printed directions.

H. Clean concrete floor surfaces scheduled to be painted with a commercial solution of muriatic acid, or other etching cleaner. Flush floor with clean water to neutralize acid, and allow to dry before painting.

I. Wood: Clean wood surfaces to be painted of dirt, oil, or other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sandpaper smooth those finished surfaces exposed to view, and dust off. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer, before application of priming coat. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler. Sandpaper smooth when dried.

J. Prime, stain, or seal wood required to be job-painted immediately upon delivery to job. Prime edges, ends, faces, undersides, and backsides of such wood, including cabinets, counters, cases, paneling.

K. When transparent finish is required, use spar varnish for backpriming.

L. Backprime paneling on interior partitions only where masonry, plaster, or other wet wall construction occurs on backside.

M. Seal tops, bottoms, and cut-outs of unprimed wood doors with a heavy cot of varnish or equivalent sealer immediately upon delivery to job.

N. Ferrous Metals: Clean ferrous surfaces, which are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.

O. Touch-up shop-applied prime coats wherever damaged or bare, where required by other sections of these specifications. Clean and touch-up with same type shop primer.

P. Galvanized Surfaces: Clean free of oil and surface contaminants with non-petroleum based solvent.

**3.03 MATERIALS PREPARATION:**

A. Mix and prepare painting materials in accordance with manufacturer's directions.

B. Maintain containers used in mixing and application of paint in a clean condition, free of foreign materials and residue.

C. Stir materials before application to produce a mixture of uniform density, and stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.

**3.04 APPLICATION:**

A. General: Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.

B. Paint colors, surface treatments, and finishes, are indicated in "schedules" of the contract documents.

C. Provide finish coats which are compatible with prime paints used.

D. Apply addition coats when undercoats, stains or other conditions show through final coat of paint, until paint film is of uniform finish, color and appearance. Give special attention to insure

that surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.

E. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Paint surfaces behind permanently- fixed equipment or furniture with prime coat only before final installation of equipment.

F. Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non-specular black paint.

G. Paint back sides of access panels, and removable or hinged covers to match exposed surfaces.

H. Finish exterior doors on tops, bottoms and side edges same as exterior faces, unless otherwise indicated.

I. Sand lightly between each succeeding enamel or varnish coat.

J. Omit first coat (primer) on metal surfaces which have been shop-primed and touch-up painted, unless otherwise indicated.

K. Scheduling Painting: Apply first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.

L. Allow sufficient time between successive coatings to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

M. Minimum Coating Thickness: Apply materials at not less than manufacturer's recommended spreading rate, to establish a total dry film thickness as indicated or, if not indicated, as recommended by coating manufacturer.

N. Mechanical items to be painted include, but are not limited to, items which may be indicated on drawings or in Division 15 specifications section.

O. Electrical items to be painted include, but are not limited to, : items which may be indicated on drawings or in Division 16 specifications section text.the following:

P. Prime Coats: Apply prime coat of material which is required to be painted or finished, and which has not been prime coated by others.

Q. Recoat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.

R. Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling such as laps, irregularity in texture, skid marks, or other surface imperfections.

S. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections will not be acceptable.

T. Transparent (Clear) Finishes: Use multiple coats to produce glass-smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections.

U. Provide satin finish for final coats, unless otherwise indicated.

V. Completed Work: Match approved samples for color, texture and coverage. Remove, refinish or repaint work not in compliance with specified requirements.

**3.05 CLEAN-UP AND PROTECTION:**

A. Clean-Up: During progress of work, remove from site discarded paint materials, rubbish, cans and rags at end of each work day.

B. Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.

C. Protection: Protect work of other trades, whether to be painted or not, against damage by painting and finishing work. Correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.

D. Provide "Wet Paint" signs as required to protect newly-painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.

E. At completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.

**END OF SECTION 099000**

**SECTION 101400**
**PLASTIC SIGNS**

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS:

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to the work of this section.

### 1.02 DESCRIPTION OF WORK:

A. Forms of specialty signs required include the following:
   1. Panel Signs (Plastic Room Identification Signs). Signs to be installed at every room.

### 1.03 QUALITY ASSURANCE:

A. Uniformity of Manufacturer: For each sign form and graphic image process indicated furnish products of a single manufacturer.

### 1.04 SUBMITTALS:

A. Shop Drawings: Submit shop drawings for fabrication and erection of specialty signs. Include plans, elevations, and large scale details of sign wording and lettering layout. Show anchorages and accessory items. Furnish location template drawings for items supported or anchored to permanent construction.

B. Furnish full-size spacing templates for individual building- mounted letters and numbers.

C. Product Data: Submit manufacturer's technical data and installation instructions for each type of sign required.

D. Samples: Submit samples of each sign form and material showing finishes, colors, surface textures and qualities of manufacturer and design of each sign component including graphics.

## PART 2 - PRODUCTS

### 2.01 MANUFACTURERS:

A. Acceptable Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated into the Work include, but are not necessarily limited to, the following:
   1. Manufacturers of Panel Signs (Plastic Room Identification Signs):
      a. Andco Industries Corp.
      b. Best Manufacturing Co.
      c. U.S. Identity Group, LLC
      d. Multi-graphics
      e. Inner-Graphic Systems

### 2.02 PANEL SIGNS (PLASTIC ROOM IDENTIFICATION SIGNS):

A. Plastic Room Identification Signs shall be 8" x 8" or as otherwise indicated, with minimum 3/4" high letters and numbers (see details of specific sign types at end of this section)., with 1/32" thick raised letters, and Braille tag each (Grade 2). Sign thickness shall be 3/16". Mounting shall be SAM (Silastic Adhesive Mount). Colors to be selected. Where signs are scheduled to be mounted on glass panels, provide adhesive film on inside of glass surface of same size of sign, to cover mounting. Color same as sign.

B. Handicapped Access Signage shall be square corner, level edge, full center format featuring International Symbol for handicapped access.

C. Directional Signage (provided and installed by owner)
   1. Provide directional signage at corridor intersections, lobbies, balconies, etc. indicating direction of travel to designated rooms for emergency responders. Coordinate with architect for exact wording and locations.

## PART 3 - EXECUTION

### 3.01 INSTALLATION:

A. General: Locate sign units and accessories where shown or scheduled, using mounting methods of the type described and in compliance with the manufacturer's instructions.

B. Install sign units level, plumb and at the height indicated, with sign surfaces free from distortion or other defects in appearance.

C. Panel Signs (Plastic Room Identification Signs):
   1. Attach plastic panel signs to wall, door and door frame surfaces using Mohawk SAM mounting system or equal. Use double-sided vinyl tape to hold sign in place until adhesive has been fully cured.

### 3.02 CLEANING AND PROTECTION:

A. At completion of the installation, clean soiled sign surfaces in accordance with the manufacturer's instructions. Protect units from damage until acceptance by the Owner.

### 3.03 NOTES:

A. Install the following sign on outside face of all Mechanical and Electrical Room doors, using 3/4" high letters (all caps):
   1. STORAGE NOT PERMITTED

B. Provide “FIRE ALARM PULL STATION AND FIRE EXTINGUISHER INSIDE” signs where indicated on the drawings, Architectural and Electrical, or if not so indicated, where required by applicable Code. Arrange sign on 8" x 8" plaque using appropriate size lettering. Color to be selected.

**END OF SECTION**

## SECTION 104400
## LIFE SAFETY EQUIPMENT AND ACCESSORIES

### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

A. Fire extinguishers.

B. Fire extinguisher cabinets.

C. Accessories.

#### 1.02 REFERENCE STANDARDS

A. NFPA 10 - Standard for Portable Fire Extinguishers; 2013.

B. UL (DIR) - Online Certifications Directory; current listings at database.ul.com.

#### 1.03 PERFORMANCE REQUIREMENTS

A. Conform to NFPA 10.

B. Provide extinguishers classified and labeled by Underwriters Laboratories Inc. for the purpose specified and indicated.

#### 1.04 SUBMITTALS

A. See Section 013000 - Submittals, for submittal procedures.

B. Product Data: Provide extinguisher operational features, color and finish, and anchorage details.

C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

D. Maintenance Data: Include test, refill or recharge schedules and re-certification requirements.

### PART 2 PRODUCTS

#### 2.01 FIRE EXTINGUISHERS

A. Fire Extinguishers - General: Comply with product requirements of NFPA 10 and applicable codes, whichever is more stringent.

B. Dry Chemical: Stainless steel tank, with pressure gage.
   1. Class 4A:60B:C.
   2. Size 10.
   3. Finish: Baked enamel, red color.

#### 2.02 FIRE EXTINGUISHER CABINETS

A. Metal: Formed stainless steel sheet; 0.036 inch thick base metal.

#### 2.03 ACCESSORIES

A. Extinguisher Brackets: Formed steel, chrome-plated, with latching steel strap.

### PART 3 EXECUTION

#### 3.01 EXAMINATION

A. Verify existing conditions before starting work.

#### 3.02 INSTALLATION

A. Install all specified products in accordance with manufacturer's instructions.

B. Secure all specified products rigidly in place.

C. Place extinguishers on wall brackets, as directed.

#### 3.03 CLEANING AND PROTECTION

A. Clean all specified products after installation and prior to Substantial Completion and Owner occupancy.

B. Protect all installed products from damage by subsequent construction activities.

**END OF SECTION**

# INTERIOR REMODEL for:

# NEW SMYRNA BEACH FINANCE DEPARTMENT

## 210 SAMS AVE.

## NEW SMYRNA BEACH, FL

CONSTRUCTION DOCUMENTS

30-JANUARY-2026

## SCHEDULE OF DRAWINGS

### ARCHITECTURAL

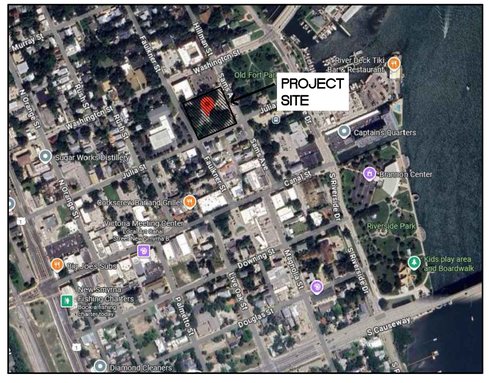

| | |
|---|---|
| CS | Cover Sheet / Location Maps |
| A1.0 | Overall Building Plan |
| | Life Safety Plan & Notes |
| A2.0D | Existing / Demolition Floor Plan |
| A2.0 | Renovation / Dimensioned Floor Plan |
| | Finish Schedule |
| A2.1 | Reflected Ceiling Plan |
| A4.0 | Building Sections & Wall Sections / Details |
| A6.0 | Door Schedules & Details / Signage |
| A7.0 | Millwork Plans & Details / Interior Elevations |


### MECHANICAL


| | |
|---|---|
| M0.1 | Mechanical General Information/ Notes |
| M0.2 | Mechanical Schedules/ Details |
| M1.1 | Mechanical Floor Plan |


### ELECTRICAL


| | |
|---|---|
| E1.0 | Electrical Power/ Systems Plan |
| E2.0 | Lighting Plan/ Notes/ Schedules |


## LOCATION MAP

NORTH




## SITE AERIAL

NORTH

### CODE STANDARDS WITH LATEST AMENDMENTS

CONSTRUCTION TO CONFORM AS APPLICABLE TO THE FOLLOWING CODES:
PERTINENT SECTIONS OF FLORIDA BUILDING CODE
SEVENTH EDITION (FBC 2023) EXISTING BUILDING
NATIONAL ELECTRIC CODE (NEC 2023)

### PROJECT ARCHITECTS STATEMENT OF COMPLIANCE

TO THE BEST OF MY KNOWLEDGE, THESE PROJECT DOCUMENTS (DRAWINGS/ SPECIFICATIONS) ARE COMPLETE AND COMPLY WITH FLORIDA BUILDING CODE (APPLICABLE EDITIONS). IT IS THE INTENT OF THE ARCHITECT THAT THIS PROJECT BE IN CONFORMANCE WITH ALL REQUIREMENTS OF THE BUILDINGS AUTHORITIES HAVING JURISDICTION OVER THIS TYPE OF CONSTRUCTION AND OCCUPANCY. THE CONTRACTOR AND ALL SUB-CONTRACTORS SHALL DO THEIR WORK IN CONFORMANCE WITH ALL APPLICABLE CODES AND REGULATIONS.

### GENERAL NOTES:

- CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS BEFORE COMMENCING WORK. NOTIFY ARCHITECT OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK.
- DIMENSIONS ARE TO FACE OF STUD FOR ALL NEW WORK AND FACE OF GWB AT ALL EXISTING WALLS (VERIFY).


HALL & OGLE ARCHITECTS, INC.
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DAYTONA BEACH, FLORIDA 32114
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DAVID D. OGLE, JR. AR93986

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|

DOCUMENT HISTORY

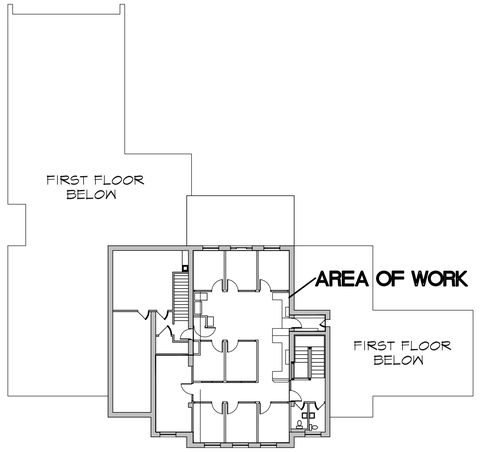
INTERIOR REMODEL for:
NEW SMYRNA BEACH
FINANCE DEPARTMENT
210 Sams Ave.
New Smyrna Beach, FL

ARCHIENGR OF RECORD
JOHN E. HALL AR0010727
DAVID D. OGLE AR93986

| DESIGNED BY | DRAWN BY |
|---|---|
| DO | SC / JH |
| ISSUE DATE | AE PROJECT NUMBER |
| 30-JAN.-2026 | 2516 |

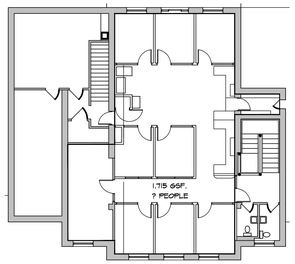
SHEET TITLE
COVER SHEET

DRAWING NO.
CS



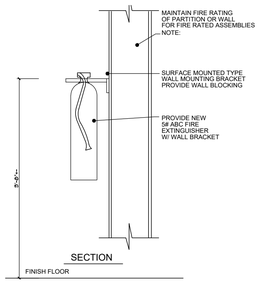

## SECOND FLOOR PLAN
EXISTING/ NEW

SCALE : 1" = 20'-0"



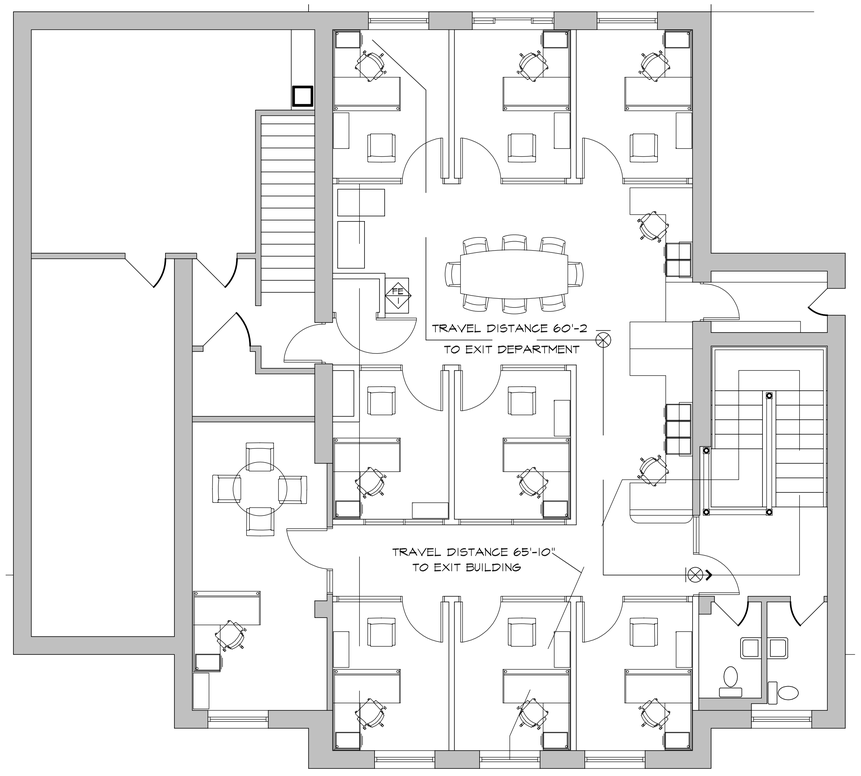

## OCCUPANCY CALCS.
(SEE TABLE BELOW)

SCALE : 1/16" = 1'-0"




## FIRE EXTINGUISHER DETAIL
SCALE: 1" = 1'-0"

USE EXISTING FEC IF EXISTING- FIELD VERIFY




## LIFE SAFETY PLAN
SCALE : 3/16" = 1'-0"

**TOTAL TRAVEL DISTANCE TO EXIT = 126'-0"**

**FBC EXISTING BUILDINGS 2023 EDITION**

**FBC EXISTING BUILDINGS 2023 EDITION**

- THIS PROJECT WILL BE REPAIRED/ ALTERED UTILIZING THE WORK AREA COMPLAINCE METHOD AND ALL WORK WILL COMPLY WITH APPLICABLE SECTIONS OF CHAPT. 4-12.
- ALL CONSTRUCTION ACTIVITIES CALLED FOR IN THESE DOCUMENTS SHALL COMPLY WITH REQUIRED SAFEGUARDS DURING CONSTRUCTION INCLUDING RELATED DEMOLITION AS CALLED FOR IN CHAPTER 14.

**DEFINITIONS:**

- **REPAIR:** THE PATCHING, RESTORATION AND/OR MINOR REPLACEMENT OF MATERIALS, ELEMENTS, COMPONENTS, EQUIPMENT AND/OR FIXTURES FOR THE PURPOSES OF MAINTAINING SUCH MATERIALS, ELEMENTS, COMPONENTS, EQUIPMENT AND/ OR FIXTURES IN GOOD OR SOUND CONDITION.
- **SUBSTANTIAL STRUCTURAL DAMAGE:** IN ANY STORY, THE ELEMENTS OF THE LATERAL FORCE-RESISTING? SYSTEM HAVE SUFFERED DAMAGE SUCH THAT THE LATERAL LOAD CARRING CAPACITY OF THE STRUCTURE IN ANY HORIZONTAL DIRECTION HAS BEEN REDUCED BY MORE THAN 20% FROM ITS PRE-DAMAGED CONDITION;
- **WORK AREA:** THAT PORTION OR PORTIONS OF A BUILDING CONSISTING OF ALL RECONFIGURED ELEMENTS, SYSTEMS OR SPACES AS INDICATED ON THE CONSTRUCTION DOCUMENTS. WORK AREA EXCLUDES OTHER PORTIONS OF THE BUILDING WHERE INCIDENTAL WORK ENTAILED BY THE INTENDED WORK MUST BE PERFORMED AND PORTIONS OF THE BUILDING WHERE WORK NOT INITIALLY INTENDED BY THE OWNER IS SPECIFICALLY REQ'D. BY CODE.

**CLASSIFICATION OF THIS PROJECT:**

- **ALTERATION LEVEL 2:**
  LEVEL 2 ALTERATIONS INCLUDE THE RECONFIGURATION OF SPACE, THE ADDITION OR ELIMINATION OF ANY DOOR OR WINDOW, THE RECONFIGURATION OR EXTENSION OF ANY SYSTEM, OR THE INSTALLATION OF ANY ADDITIONAL EQUIPMENT.
  LEVEL 2 ALTERATIONS SHALL COMPLY WITH THE PROVISIONS OF CHAPTS. 6,&7.

**ALL WORK IN WORK AREA ALSO TO BE IN ACCORDANCE WITH:**
NFPA 101-43.2.2.1.4 AND 43.6.1 RECONSTRUCTION
THE WORK AREA IS NOT TO BE OCCUPIED DUE TO EXISTING MEANS OF EGRESS AND FIRE PROTECTION SYS. ARE NOT CONTINUOUSLY MAINTAINED.

MISCELLANEOUS NOTES:

1. EXISTING 1 HR RATED WALL. ANY NEW PENETRATIONS SHALL BE SEALED WITH APPROPRIATE FIRE STOPPING SYSTEMS.

2. EXISTING 1 HR RATED CMU TENANT DEMISING WALL. ANY NEW PENETRATIONS SHALL BE SEALED WITH APPROPRIATE FIRE STOPPING SYSTEMS.

3. NEW STUD WALLS PER SCHEDULE AND SECTIONS.

4. NEW ELECTRIC / DATA ROOM TO REMAIN. CONFIRM LOCATION OF NEW DATA RACK AND PROVIDE PLYWOOD BACKING. MAINTAIN REQUIRED CLEAR AREA IN FRONT OF EXISTING ELECTRICAL PANEL.

5. MILLWORK TO BE IN CONTRACT PROVIDE BACKING AS REQUIRED. SEE MILLWORK DRAWINGS FOR EXACT POWER AND DATA LOCATIONS.

6. PROVIDE 2X BLOCKING AS REQUIRED FOR MILLWORK AND SPECIALITIES.

7. NEW WALLS TO MATCH EXISTING CONSTRUCTION AND FINISH.

8. PATCH AND RE-FINISH EXISTING WALLS AS REQUIRED.

9. NEW FLOOR FINISHES TO BE AS SCHEDULED. VINYL BASE TO MATCH EXISTING.

## GENERAL NOTES:

- OTHER AREAS OF BUILDING TO BE OCCUPIED DURING NORMAL BUSINESS HOURS DURING THE COURSE OF CONSTRUCTION. COORDINATE WITH OWNER ALL SCHEDULING AND DISRUPTIONS TO WORK AREAS BEFORE WORK PROGRESSES TYP.
- PRIOR TO ANY DEMOLITION WORK CONTRACTOR TO FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES AND TURN OFF, CAP, OR MAKE SAFE AS REQUIRED.
- THIS WORK AREA WHILE UNDER SELECT DEMOLITION OR CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE SECTIONS OF NFPA 1, FIRE CODE 2018 EDITION, CHAPTER 16 SAFEGUARDING CONSTRUCTION, ALTERATIONS AND DEMOLITION OPERATIONS.
- DISTRIBUTION AND MAINTENANCE OF PORTABLE FIRE EXTINGUISHERS SHALL BE PROVIDED IN ACCORDANCE WITH NFPA 1 SECTION 16.3.6.1. CONTRACTOR SHALL NOT ALLOW COMBUSTIBLE MATERIAL TO ACCUMULATE ANY WHERE IN THE STRUCTURE AND SHALL BE DISPOSED OF PROPERLY.
- ANY MODIFICATIONS TO THE EXISTING FIRE ALARM SYSTME SHALL BE SUBMITTED UNDER SEPARATE PERMIT APPLICATIONS BY APPROPRIATE FLORIDA LICENSED FIRE PROTECTION CONTRACTOR.
- ALL EXISTING AND REQUIRED EXIT COMPONENTS SHALL BE MAINTAINED IN ACCORDANCE WITH THIS CODE AS DEEMED NECESSARY BY THE AUTHORITY HAVING JURISDICTION PER NFPA 1 16.4.4.5.
- CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS BEFORE COMMENCING WORK NOTIFY ARCHITECT OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK.
- DIMENSIONS ARE TO FACE OF STUD FOR ALL NEW WORK AND FACE OF GWB AT ALL EXISTING WALLS (VERIFY).
- FIELD VERIFY ALL INTERIOR WALLS TO BE REMOVED ARE NON LOADING TYP. NOTIFY ARCHITECT OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK.
- PROTECT ALL SURFACES AND MECHANICAL DUCTWORK FROM DUST OR DEBRIS FROM NEW DEMOLITION AND/ OR NEW CONSTRUCTION WORK.
- **AREA OF WORK FOR THIS PROJECT = WORK AREA: APPROX. 1715 SF. AREA INTERIOR REMODEL OF THE EXISTING FINANCE DEPARTMENT OFFICE AREA RECONFIGURING THE OFFICE AREAS TO NEW LAYOUT. NEW MECH DUCT WORK/ ELECT./SYS. REWORKING AT WORK AREA. AREA OF WORK WILL BE CLOSED TO THE PUBLIC DURING CONSTRUCTION.**

## LIFE SAFETY NOTES:

**CODE STANDARDS** WITH LATEST AMENDMENTS

ALL CONSTRUCTION TO CONFORM AS APPLICABLE TO THE FOLLOWING CODES:

FLORIDA BUILDING CODE: - EIGHTH EDITION (2023) BUILDING
FLORIDA BUILDING CODE: - EIGHTH EDITION (2023) ACCESSIBILITY
FLORIDA BUILDING CODE: - EIGHTH EDITION (2023) FBC ENERGY CONSERVATION
FLORIDA BUILDING CODE: - EIGHTH EDITION (2023) FUEL GAS
FLORIDA BUILDING CODE: - EIGHTH EDITION (2023) MECHANICAL
FLORIDA BUILDING CODE: - EIGHTH EDITION (2023) PLUMBING

NFPA 10 - STANDARD FOR PORTABLE FIRE EXTINGUISHERS - LATEST ED.
NFPA 13 - STANDARD FOR INSTALLATION OF FIRE SPRINK. SYS. - LATEST ED.
NFPA 72 - NATIONAL FIRE ALARM CODE - LATEST ED.
NFPA 101 - LIFE SAFETY CODE - LATEST ED.
NFPA 241 - STAND. FOR SAFE GUARDING CONSTRUCTION ALTERATIONS, AND DEMOLITION OPERATIONS - LATEST. ED.
FLORIDA FIRE PREVENTION CODE - EIGHTH EDITION (2023)
NFPA NATIONAL ELECTRIC CODE (2023

**TYPE OF OCCUPANCY :** BUSINESS OCCUPANCY

BUSINESS OCCUPANCY
GROUP B

**AREA OF WORK SIZE :** ( REMODELED INTERIOR AREA = 1,715 S.F. )

**OCCUPANCY LOAD :**
TABLE 1004.1.2
REMODELED AREA OCCUPANCY 1,715 S.F. / 150 S.F. = 11.4 = 12 PEOPLE.

**TYPE OF CONSTRUCTION :**

TYPE V-B UNPROTECTED/ NON-SPRINKLERED

**ALLOWABLE BUILDING AREA :**

ALLOWABLE BLDG. AREA : TABLE 506.2 -2 STORY (BUSINESS)
TOTAL AREA ALLOWED 76,000 SF.
TOTAL AREA OF FIRST FLR. 20,500 SF.
ACTUAL WORK AREA = 1,740 SF.

**MEANS OF EGRESS :** ( OCCUPANCY COUNT: 12 )

TABLE 1017.2
MAX. TRAVEL DISTANCE TO EXIT = 300 FT.
MAX. DEAD END CORRIDOR LENGTH = 50 FT.
EGRESS WIDTH PER PERSON SERVED=0.2" (F.B.C. 1005.3.2)
EGRESS WIDTH TO SERVE OCCUPANTS 12 x 0.2" = 2.4" - 102" PROVIDED
MIN. NUMBER OF EXITS REQ'D = 1 (FBC 1006.2.1) - 2 PROVIDED

**MEANS OF EGRESS :**

OCCUPANCY COUNT : 12 OCCUPANTS
TABLE 1004
MAX. TRAVEL DISTANCE TO EXIT = 325 FT.
MAX. DEAD END CORRIDOR LENGTH = 20 FT.
EGRESS WIDTH PER PERSON SERVED=0.2" (F.B.C. TABLE 1004)
EGRESS WIDTH TO SERVE OCCUPANTS 12 x 0.2" = 2.4"
MIN. CORRIDOR WIDTH = 44"
ACTUAL CORRIDOR WIDTH = 48"(MIN.)
MIN. NUMBER OF EXITS REQ'D = 1
(ALL NEW DOORS TO BE 3'-0" WIDE UNLESS OTHERWISE NOTED)

**MINIMUM FIRE RESISTANCE :**

EXIT ACCESS CORRIDORS LESSER THAN 30 OCCUPANTS,
NON-SPRINKLERED = 0 HR
( FBC. 1020.1 )

**HANDICAPPED ACCESSIBILITY :**

ACCESS TO SECOND LEVEL OFFICES IS NON-ACCESSIBLE. EQUIVALENT ACCOMMODATION TO BE PROVIDED AT FIRST FLOOR.

ALL PUBLIC SPACES WITHIN THE NEW ADDITION WILL BE DESIGNED TO PROVIDE ACCESSIBILITY FOR THE HANDICAPPED PER DCA'S REQUIREMENTS IN FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION. ( PER CH 11 - F.B.C. )

DOOR HARDWARE IN THE MEANS OF EGRESS, INCLUDING EXIT ACCESS DOORS, WILL BE OPERABLE FROM THE INSIDE WITHOUT SPECIAL KEY, EFFORT OR KNOWLEDGE, PER FBC 1991 SECTION 1012.1.7. THE HARDWARE SHALL BE LEVER HANDLE OR EQUAL FOR ALL NEW DOORS PER FLORIDA STATUTE

CHANGES IN ELEVATION OF 1/4" TO 1/2" SHALL BE LEVELED AT A SLOPE OF 1 TO 2 OR LESS. CHANGES IN ELEVATION OF ½" TO 2\" SHALL BE RAMPED WITH REQUIRED PLATFORMS AND RAILINGS ( PER CH 11 F.B.C. )
MALE AND FEMALE ACCESSIBLE TOILETS HAVE BEEN PROVIDED.

**FIRE PROTECTION :**

EMERGENCY LIGHTING: NOTE, ALL BUILDING LIGHTING IS CONNECTED TO THE STANDBY GENERATOR.

⊗ ILLUMINATED EXIT SIGNS

FE SURFACE MOUNTED FIRE EXTINGUISHER
FIRE EXTINGUISHERS SHALL BE PROVIDED (BY OWNER) IN CONSPICUOUS POSITIONS AND IN SUCH NUMBERS SO TRAVEL DISTANCE WILL NOT BE GREATER THAN 75 FEET. WALL MOUNTING WILL BE 5'-0" TO TOP OF EXTINGUISHER (MAX.)

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AR93986

DAVID D. OGLE, JR. AR93986

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

DOCUMENT HISTORY

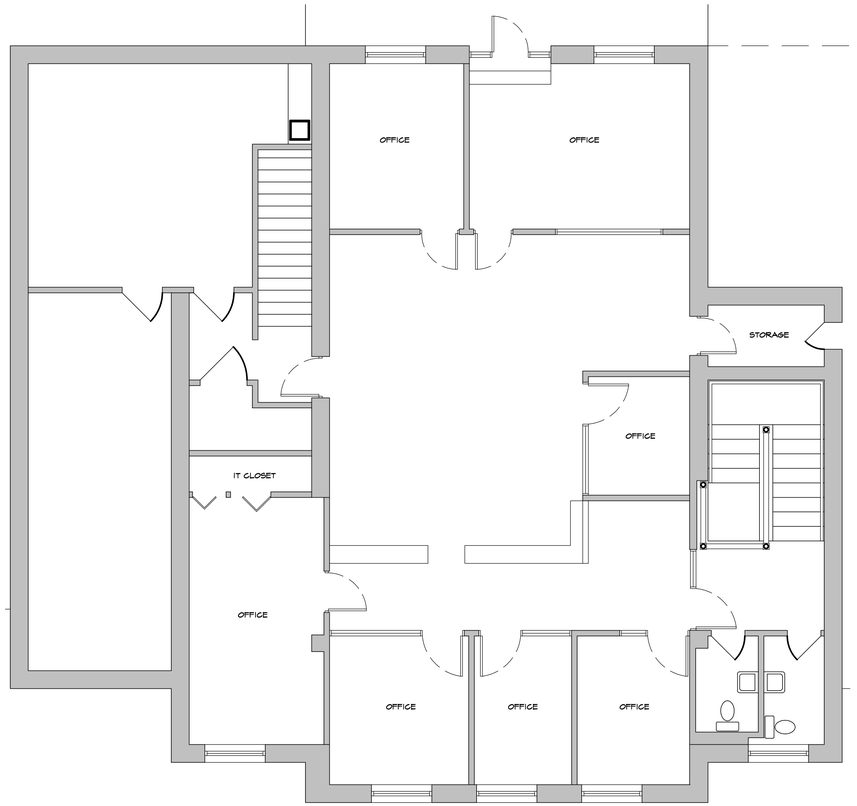
INTERIOR REMODEL for:
NEW SMYRNA BEACH
FINANCE DEPARTMENT
210 Sams Ave.
New Smyrna Beach, FL

ARCHITECT OF RECORD
JOHN E. HALL AR0010727
DAVID D. OGLE AR93986

| DESIGNED BY | DRAWN BY |
|---|---|
| DO | SC / JH |
| ISSUE DATE | AE PROJECT NUMBER |
| 30-JAN.-2026 | 2516 |

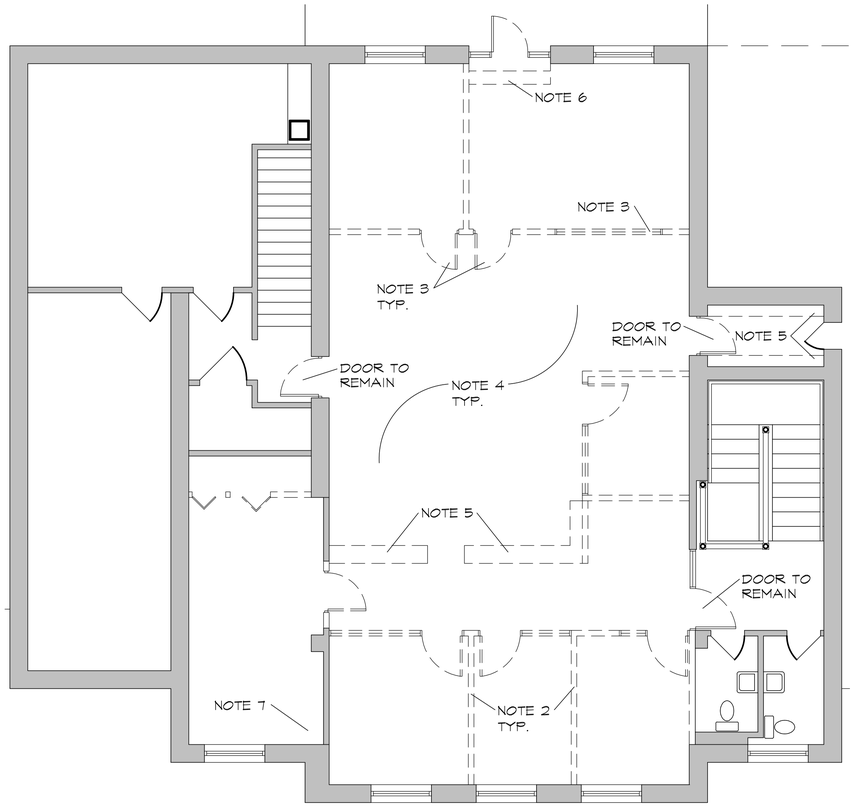
SHEET TITLE
OVERALL FLOOR PLAN
LIFE SAFETY PLAN

DRAWING NO.
A1.0




## EXISTING FLOOR PLAN

SCALE: 3/16" = 1'-0"




## DEMOLITION FLOOR PLAN

SCALE: 3/16" = 1'-0"

DEMOLITION NOTES:

COORDINATE W/ OWNER ANY ITEMS TO BE SALVAGED
THE MAJORITY OF THE DEMOLITION OF THE EXISTING AREA WILL BE COMPLETED PRIOR TO THE START OF CONSTRUCTION. MINIMAL REMAINING DEMOLITION MAY BE REQUIRED.

1. REMOVE ALL EXISTING CEILING SYS., LIGHTS, HVAC DIFFUSERS, ETC.
2. REMOVE ALL INTERIOR WALLS. PATCH EXISTING WALLS TO REMAIN AS NECESSARY.
3. REMOVE INTERIOR DOORS/ WINDOWS AND FRAMES.
4. REMOVE ALL EXISTING FINISHES. (FLOOR/ BASE/ ETC.)
5. REMOVE EXISTING MILLWORK/ COUNTER/ SHELVES.
6. REMOVE EXISTING STAIRS.
7. REMOVE EXISTING IT RACK/ EQUIPMENT AND TURN OVER TO OWNER.

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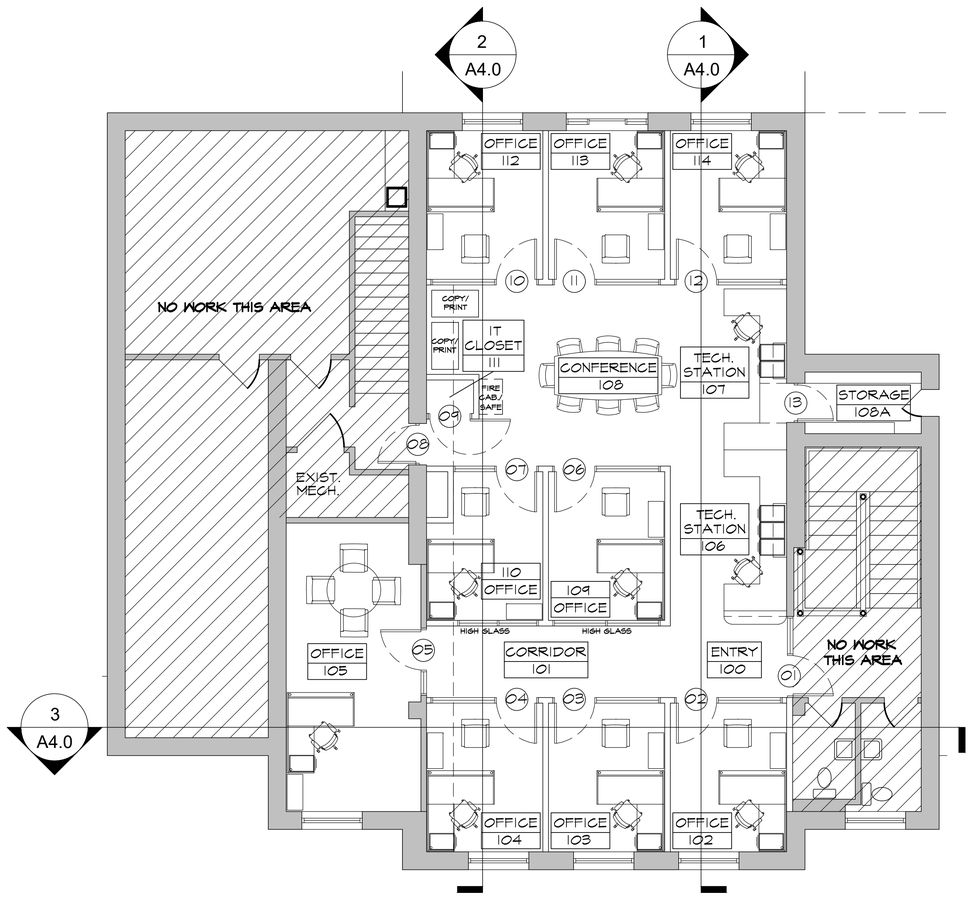
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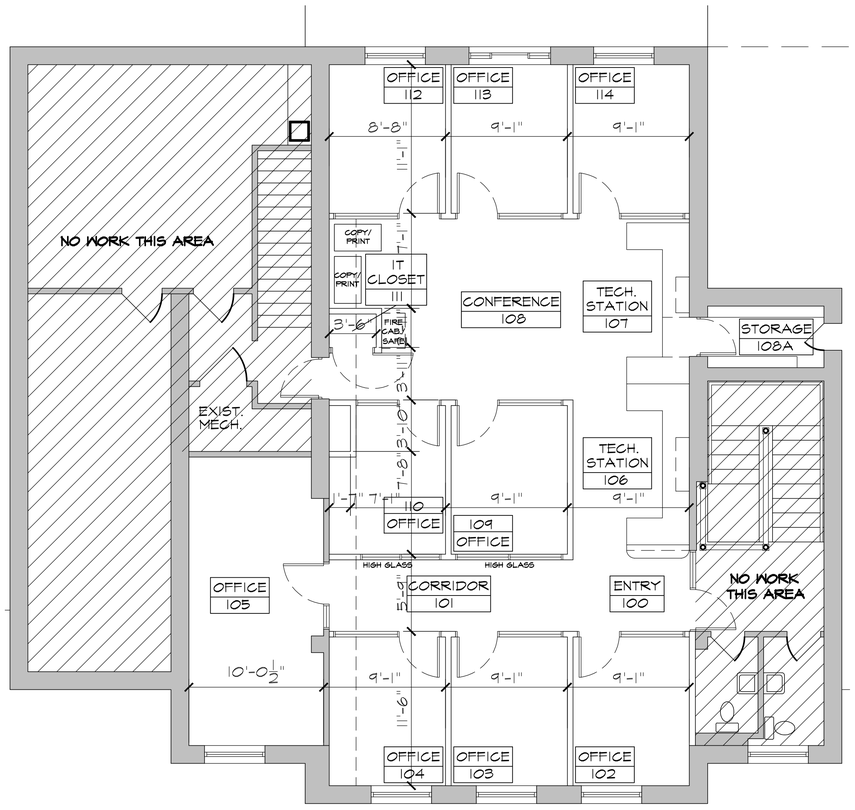
SHEET TITLE
EXISTING FLOOR PLAN & DEMOLITION FLOOR PLAN

DRAWING NO.
A2.0D




## RENOVATION FLOOR PLAN

REMODELED AREA: 1,715 SQFT SCALE: 3/16" = 1'-0"




## DIMENSIONED FLOOR PLAN

SCALE: 3/16" = 1'-0"

NOTES:
1. ALL DIMENSIONS ARE +/-. FIELD VERIFY ALL DIMENSIONS AND CONDITIONS. NOTIFY ARCHITECT OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK.
2. ALL OFFICE FURNITURE TO BE PURCHASE BY OWNER AND INSTALLED BY CONTRACTOR. VERIFY WITH OWNER IF ANY SPECIALTY ITEMS ARE REQUIRED.

## ROOM FINISH SCHEDULE

| ROOM NUMBER | ROOM DESCRIPTIONS | FLOOR MAT. ① LVT RESILIENT FLOORING (SPECIALTY) | FLOOR MAT. ② EPOXY PAINT ON CONC. | FLOOR MAT. ⑧ NOT USED | BASE MAT. ① RESILIENT | BASE MAT. ② NONE | BASE MAT. ⑤ NOT USED | WALL MAT. ① GWB - PAINTED | WALL MAT. ② NOT USED | CEILING MAT. ① GWB - PAINTED | CEILING MAT. ② NOT USED | CEILING HEIGHT | NOTES |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | ① | ② | ⑧ | ① | ② | ⑤ | ① | ② | ① | ② | | REMARKS |
| 100 | ENTRY | ① | | | ① | | | ① | | ① | | 9'-6" | |
| 101 | CORRIDOR | ① | | | ① | | | ① | | ① | | 9'-6" | 1 |
| 102 | OFFICE | ① | | | ① | | | ① | | ① | | 9'-6" | |
| 103 | OFFICE | ① | | | ① | | | ① | | ① | | 9'-6" | |
| 104 | OFFICE - ASSISTANT DIRECTOR | ① | | | ① | | | ① | | ① | | 9'-6" | 1 |
| 105 | OFFICE - DIRECTOR | ① | | | ① | | | ① | | ① | | 8'-0" | 2 |
| 106 | TECH. STATION | ① | | | ① | | | ① | | ① | | 9'-6" | |
| 107 | TECH. STATION | ① | | | ① | | | ① | | ① | | 9'-6" | |
| 108 | COLLAB/ OPEN OFFICE | ① | | | ① | | | ① | | ① | | 9'-6" | 1 |
| 108A | STORAGE | | ② | | | ② | | EXISTING TO REMAIN | | | | | |
| 109 | OFFICE | ① | | | ① | | | ① | | ① | | 9'-6" | |
| 110 | OFFICE | ① | | | ① | | | ① | | ① | | 9'-6" | 1 |
| 111 | IT CLOSET | | ② | | | ② | | ① | | ① | | 9'-6" | 1 |
| 112 | OFFICE | ① | | | ① | | | ① | | ① | | 9'-6" | |
| 113 | OFFICE | ① | | | ① | | | ① | | ① | | 9'-6" | |
| 114 | OFFICE | ① | | | ① | | | ① | | ① | | 9'-6" | |

NOTES:
1. EXISTING SOFFIT TO REMAIN. PATCH/ REPAINT AS REQUIRED.
2. VERIFY ROOF STRUCTURE ABOVE.

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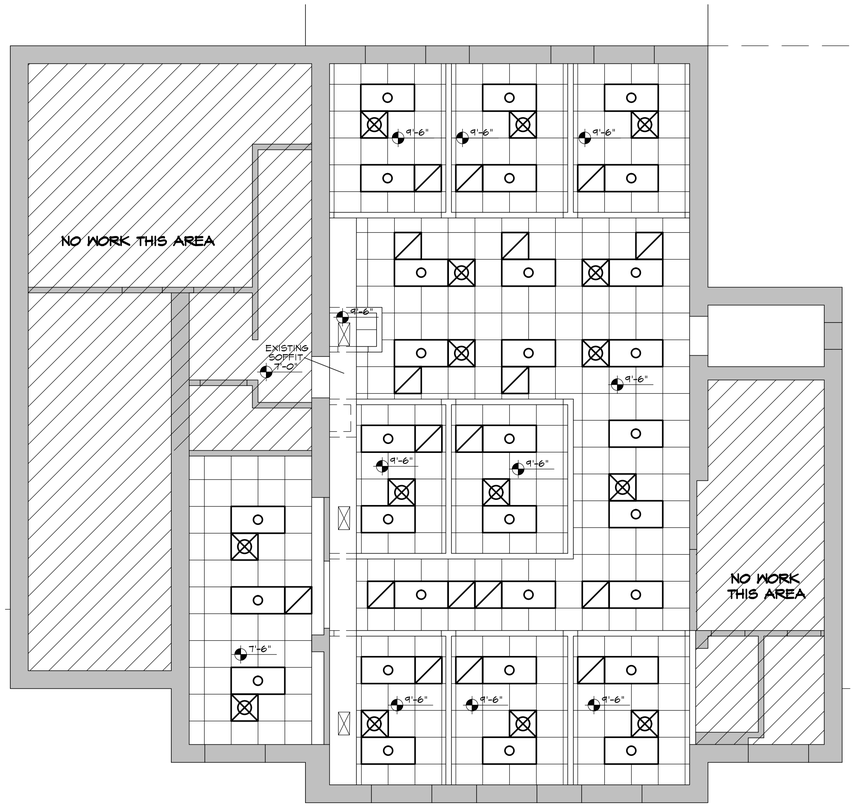
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SHEET TITLE
FLOOR PLAN

DRAWING NO.
A2.0




## REFLECTED CEILING PLAN

NOTE:
FIELD VERIFY EXISTING HEIGHT, AND MAKE CEILING AS HIGH AS POSSIBLE IN OFFICE 105.

SCALE: 3/16" = 1'-0"

N

## CEILING LEGEND

2'x2' LAY IN ACOUSTICAL PANELS (SEE FINISH SCHEDULES FOR TYPES)
*USE OVERSIZE TILE IF REQ'D TO AVOID NARROW STRIP AT EDGE OF ROOM

S
AP
P
DS

ELECTRICAL FIXTURES
(SEE ELECTRICAL PLANS)

MECHANICAL FIXTURES
(SEE MECHANICAL PLANS)

GENERAL RCP NOTES:.
1. ACOUSTICAL TILE CEILING SHALL BE USG DONN SUSPENSION SYSTEM DX/DXL MAIN TEES WITH DX/DXL 216 CROSS TEES (WHITE) WITH USG ACOUSTICAL TILE, 24" X 24" 2130 RADAR FINELINE BEVEL BASIC (WHITE)
2. LOCATE ACOUSTICAL CEILING AS HIGH AS POSSIBLE, TYP. COORDINATE WITH HVAC AND ELECTRICAL CONTRACTORS.
3. NEW 2X4 FLAT PANEL LED FIXTURES (FHCP STANDARD)
4. NEW RETURN AIR GRILLE
5. NEW SUPPLY AIR DIFFUSER.
6. PATCH AND REPAIR EXISTING SOFFIT AS NECESSARY.

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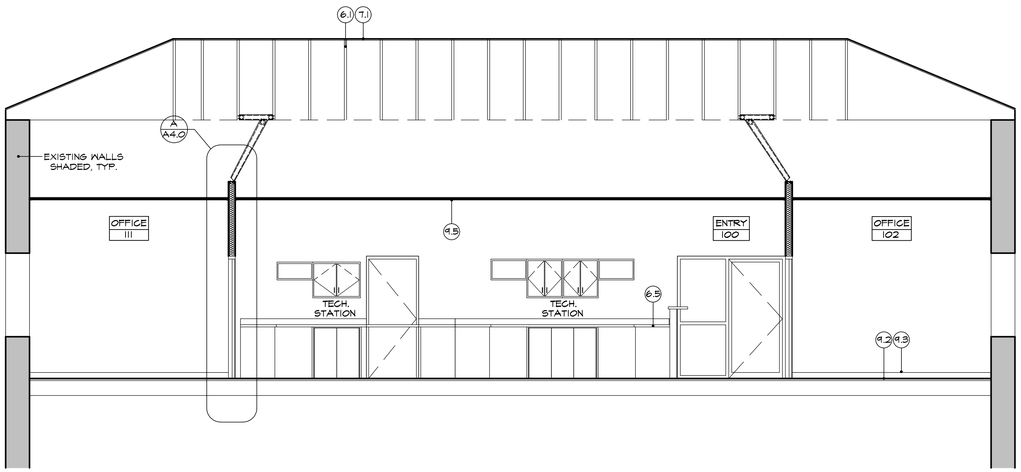
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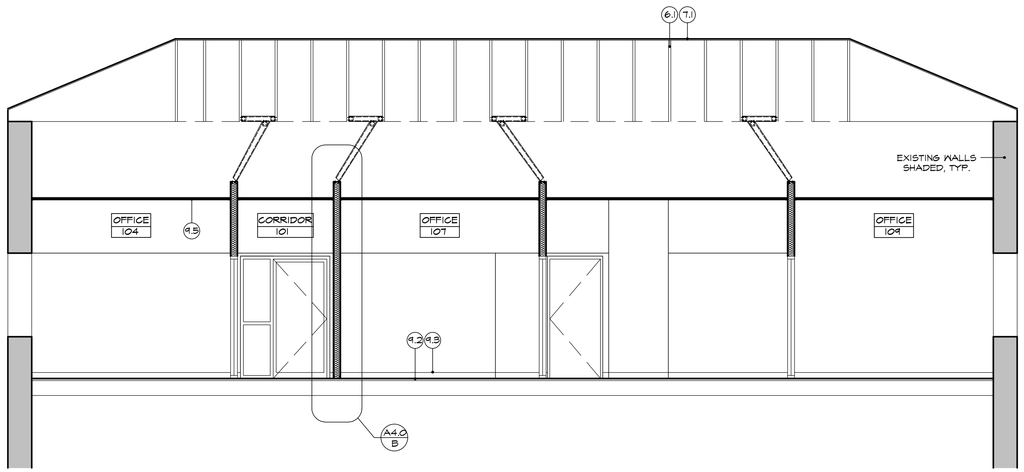
SHEET TITLE
REFLECTED CEILING PLAN

DRAWING NO.
A2.1



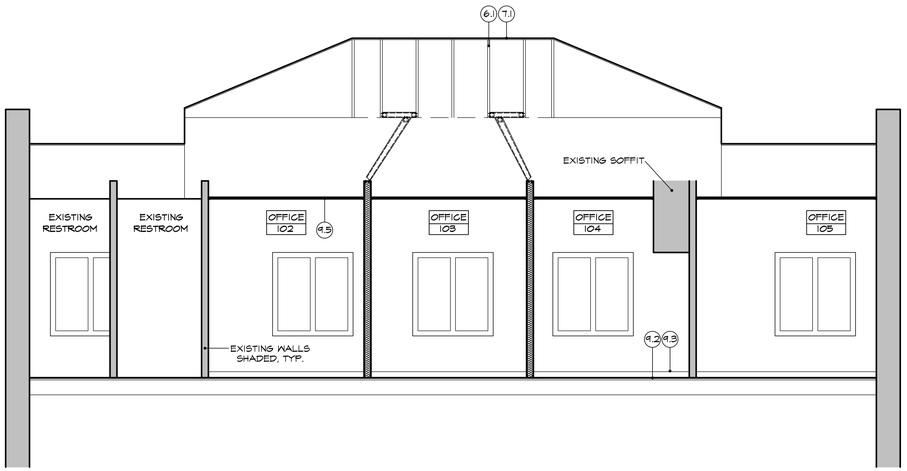

## 1 BUILDING SECTION
A4.0

SCALE: 1/4" = 1'-0"



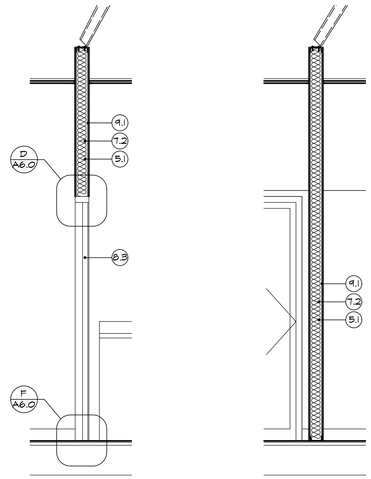

## 2 BUILDING SECTION
A4.0

SCALE: 1/4" = 1'-0"




## 3 BUILDING SECTION
A4.0

SCALE: 1/4" = 1'-0"




## A WALL SECTION
A4.0

SCALE: 1/4" = 1'-0"




## B WALL SECTION
A4.0

SCALE: 1/4" = 1'-0"

## MATERIAL KEY

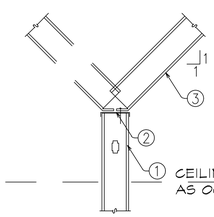
VERT. CONC. WALLS / MTL. WALLS
- 4.1 EXISTING EXTERIOR CONCRETE WALLS
- 5.1 3 5/8" 20 GA. MTL. STUDS @ 16" O.C.

WOOD
- 6.1 EXISTING WOOD ROOF FRAMING
- 6.2 EXISTING WOOD FLOOR FRAMING
- 6.3 MISC./ CONT. PT. 2X NAILERS/ BLOCKING
- 6.4 WOOD TRIM
- 6.5 MILLWORK

THERMAL/ MOIST. PROT.
- 7.1 EXISTING ROOF SYSTEM
- 7.2 3" BATT INSULATION
- 7.3 6" BATT INSULATION
- 7.4 JOINT SEALANT W/ BACKER ROD CONT.
- 7.5 1/2" GYP. SHEATHING

DOORS/ WINDOWS
- 8.1 EXISTING DOORS/ FRAMES TO REMAIN
- 8.2 WOOD DOOR / H.M DOOR FRAME (PAINTED)
- 8.3 ALUM. / GLASS DOOR / FRAMES
- 8.4 EXISTING WINDOW SYSTEM

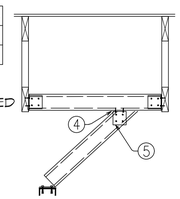
FINISHES
- 9.1 PAINTED 5/8" GWB, (1 HR. RATED)
- 9.2 FLOOR FINISH (SEE SCHEDULE)
- 9.3 RESILIENT BASE
- 9.4 PAINT/ EPOXY COATING (SEE SCHED.)
- 9.5 2'X2' ACOUST. SUSP. CEILING SYSTEM TYPE A




| WALL HEIGHT | BRACE SPACING |
|---|---|
| UP TO 13'-0" | 6'-0" O.C. |
| UP TO 16'-0" | 5'-0" O.C. |

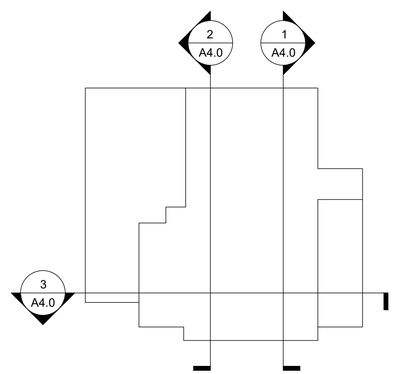
NOTE: 12 GA PLATE MAY BE OMITTED IF TRACK IS ATTACHED DIRECTLY TO DECK.

BRACE DETAIL AT TOP OF WALL




BRACE DETAIL AT ROOF DECK

1. WALL STUD PER PLAN
2. 800T200 TRACK WITH 6 #12-16 SCREWS AT EACH FLANGE AT 16" O.C.
3. WALL BRACE. SEE SCHED. BELOW. IF BRACE LENGTH EXCEEDS 6'-0", PROVIDE LATERAL BRIDGING OR ADD BRACE TO OPPOSITE SIDE.
4. CONNECT TO STEEL JOIST W/ (6) #10 SCREWS.
5. 18 GA. STEEL CLIP W/ (4) #10 SCREWS.




## KEY PLAN

SCALE : 1/16" = 1'-0"

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SHEET TITLE
BUILDING SECTIONS / WALL SECTION / DETAILS

DRAWING NO.
A4.0

# DOOR SCHEDULE

| DOOR NO. | DOOR TYPE | SIZES WIDTH | SIZES HEIGHT | SIZES THICKNESS | MAT. WOOD (1) | MAT. ALUMINUM/ GLASS (2) | FIRE RATED 20 MINUTE (1) | FIRE RATED 'C' LABEL, 3/4 HR. U.L. (2) | FIRE RATED 'B' LABEL, 1 HR. U.L. (3) | FRAME TYPE | MAT. HOLLOW METAL (1) | MAT. ALUMINUM (2) | HARDWARE SET NO. | REMARKS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 01 | | | EXISTING TO REMIAN | | | | | | | | | | | |
| 02 | D1-2 | 3'-0" | 7'-0" | 1¾" | | 2 | | | | F1-2 | | 2 | 01 | |
| 03 | D1-2 | 3'-0" | 7'-0" | 1¾" | | 2 | | | | F1-2 | | 2 | 01 | |
| 04 | D1-2 | 3'-0" | 7'-0" | 1¾" | | 2 | | | | F1-2 | | 2 | 01 | |
| 05 | D1-2 | 3'-0" | 7'-0" | 1¾" | | 2 | | | | F1-3 | | 2 | 01 | |
| 06 | D1-2 | 3'-0" | 7'-0" | 1¾" | | 2 | | | | F1-2 | | 2 | 01 | |
| 07 | D1-2 | 3'-0" | 7'-0" | 1¾" | | 2 | | | | F1-4 | | 2 | 01 | |
| 08 | | | EXISTING TO REMIAN | | | | | | | | | | | |
| 09 | D1-1 | 3'-0" | 6'-8" | 1¾" | 1 | | | | | F1-1 | 1 | | 02 | 1 |
| 10 | D1-2 | 3'-0" | 7'-0" | 1¾" | | 2 | | | | F1-5 | | 2 | 01 | |
| 11 | D1-2 | 3'-0" | 7'-0" | 1¾" | | 2 | | | | F1-2 | | 2 | 01 | |
| 12 | D1-2 | 3'-0" | 7'-0" | 1¾" | | 2 | | | | F1-5 | | 2 | 01 | |
| 13 | | | EXISTING TO REMIAN | | | | | | | | | | | |

NOTES:
1. ACCESS CONTROL FROM EXISTING CONFERENCE ROOM DOOR TO BE RELOCATED TO NEW IT CLOSET DOOR 09.

HARDWARE:
SET NO. 1 - STANDARD HARDWARE TO BE PROVIDES BY ALUM. STOREFRONT MFR., REFER TO HARDWARE SPECIFICATIONS.
SET NO. 2 - 3 EA. 5BB1 4.5X4.5 NRP HINGES, 1 EA. ND96TD RHO VANDL STOREROOM LOCK, 20-740 PRIMUS CORE, 1 EA. HES 5000 ELECTRIC STRIKE, POWER SUPPLY AND DOOR CONTACT BY SECURITY PROVIDER, CARD READER BY CITY.

## MATERIAL KEY

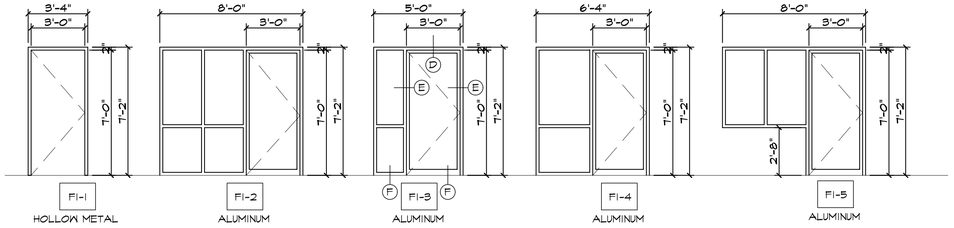
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- (5.1) 3 5/8" 20 GA. MTL. STUDS @ 16" O.C.

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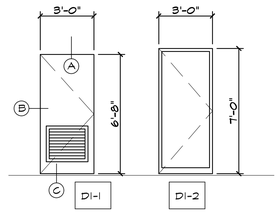
THERMAL / MOIST. PROT.
- (7.1) EXISTING ROOF SYSTEM
- (7.2) 3" BATT INSULATION
- (7.3) 6" BATT INSULATION
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DOORS/ WINDOWS
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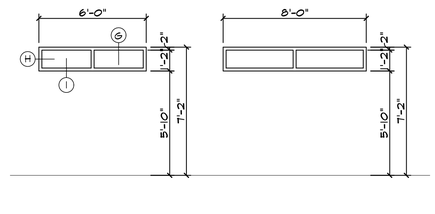
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- (9.5) 2'X2' ACOUST. SUSP. CEILING SYSTEM TYPE A



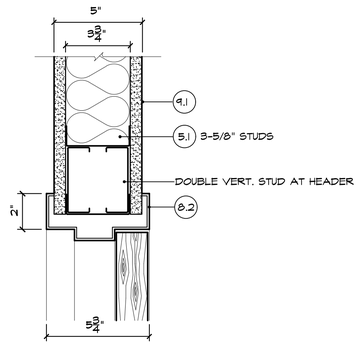

## 1 INTERIOR DOOR FRAME TYPES
A6.0 REFER TO A101 FOR DOOR SWINGS AND DIRECTION. SCALE: 1/4" = 1'-0"



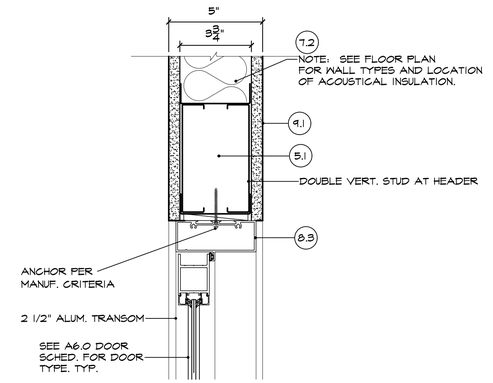

## 2 INTERIOR DOOR TYPES
A6.0 SCALE: 1/4" = 1'-0"



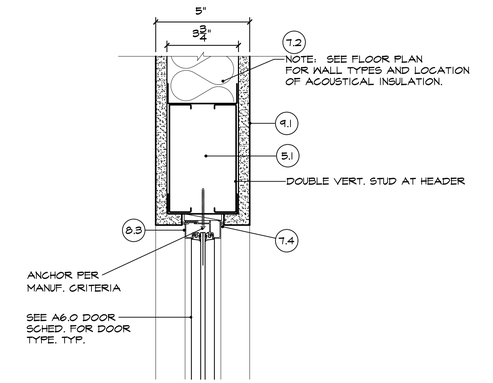

## 3 INTERIOR WINDOWS
A6.0 HIGH GLASS SCALE: 1/4" = 1'-0"



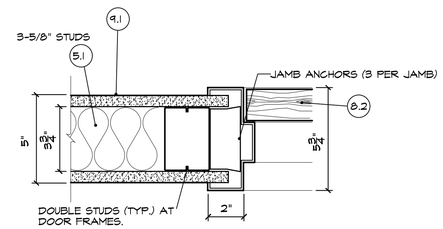

## A H.M. DOOR FRAME - HEAD
A6.0 3" = 1'-0"



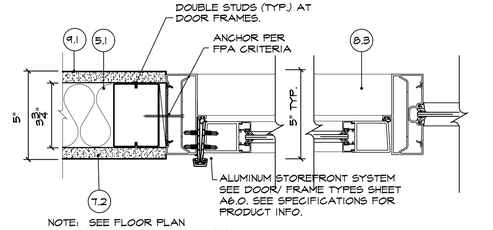

## D ALUM. DOOR FRAME - HEAD
A6.0 3" = 1'-0"



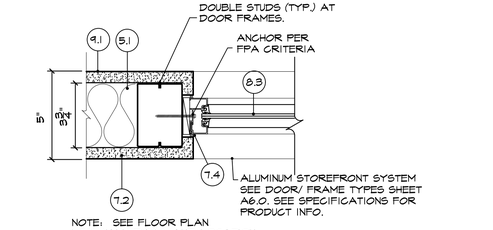

## G ALUM. DOOR FRAME - HEAD
A6.0 3" = 1'-0"



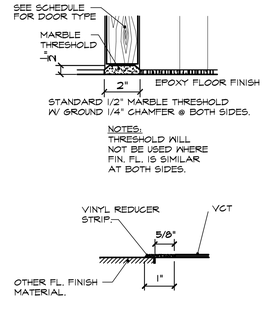

## B H.M. DOOR FRAME - JAMB
A6.0 3" = 1'-0"



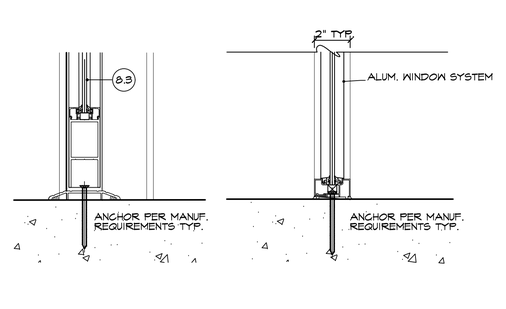

## E ALUM. DOOR FRAME - JAMB
A6.0 3" = 1'-0"



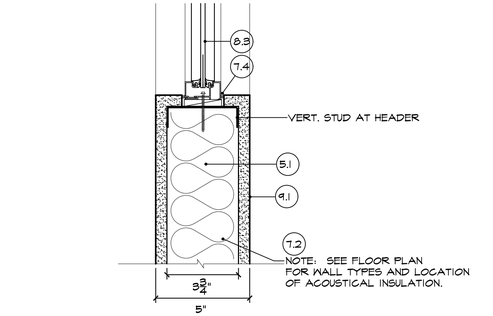

## H ALUM. DOOR FRAME - JAMB
A6.0 3" = 1'-0"



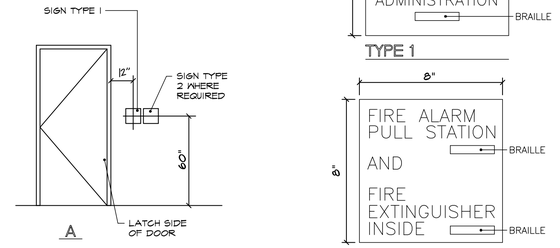

## C H.M. DOOR FRAME - THRESHOLD
A6.0 3" = 1'-0"




## F ALUM. FRAME STOREFRONT - SILL
A6.0 3" = 1'-0"




## I ALUM. FRAME STOREFRONT - SILL
A6.0 3" = 1'-0"




CENTER SIGN ON AVAILABLE SPACE WHERE LENGTH OF WALL AT LATCH SIDE OF DOOR IS LESS THAN 24". WHERE THERE IS NO WALL SPACE TO THE LATCH SIDE OF DOOR, PLACE SIGN ON NEAREST ADJACENT WALL (VERIFY WITH ARCHITECT BEFORE PROCEEDING). SEE DRAWINGS FOR LOCATIONS IN GLASS SIDELIGHTS.

REFER TO ELECTRICAL "SYSTEMS" FLOOR PLAN DRAWINGS FOR "FIRE ALARM PULL STATION INSIDE" SIGN LOCATIONS INDICATED BY HEX NOTE.

## 4 DETAIL
A6.0 INTERIOR SIGNAGE TYPES/ LOCATIONS NOT TO SCALE

NOTES;
1. PROVIDE ROOM SIGNAGE AT ALL INTERIOR ROOMS (SEE SPECIFICATIONS).
   - SIGN TYPE '1' ALL OFFICES / CLASSROOMS / AUXILIARY ROOMS, ETC.
   - SIGN TYPE '2' LIFE SAFETY INFO. (EXTERIOR OF BUILDING)
2. ALL ROOM SIGNAGE TO BE SURFACE MOUNTED AS SHOWN NEXT TO THE LATCH SIDE OF THE DOOR. WHERE THIS IS NOT POSSIBLE THE SIGN IS TO BE LOCATED ON THE NEAREST ADJACENT WALL.
3. SIGNAGE MAY BE MOUNTED ON GLASS WHERE STRIKE SIDE OF DOOR IS FRAMED AT AN INTEGRAL WINDOW IF WIDTH OF WINDOW ALLOWS FOR 8" MIN. CLEAR FROM EDGE OF SIGN TO EDGE OF FRAME. IF CLEARANCE IS LESS THAN MINIMUM, MOUNT SIGN AT WALL ADJACENT TO WINDOW (VERIFY WITH ARCHITECT). PROVIDE SMOOTH BACK PLATE ON OTHER SIDE OF GLASS BEHIND SIGN TYP.
4. SIGNAGE TO BE LOCATED AT ENTRY SIDE OF ALL ROOMS (4) LOCATIONS THIS PROJECT.
5. SEE PROJECT SPECIFICATIONS FOR MORE INFORMATION.

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DAVID D. OGLE, JR. AR93986

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|

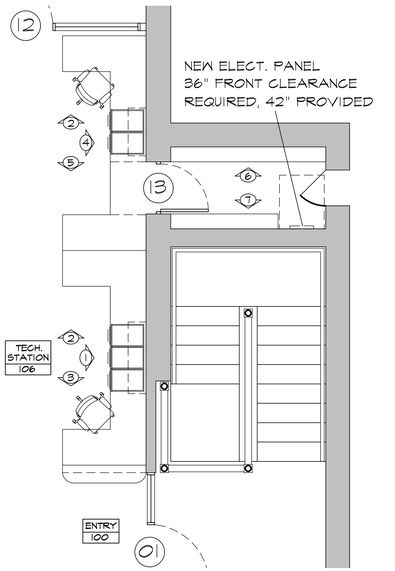
INTERIOR REMODEL for:
NEW SMYRNA BEACH
FINANCE DEPARTMENT
210 Sams Ave.
New Smyrna Beach, FL

ARCHITENGR OF RECORD
JOHN E. HALL AR0010727
DAVID D. OGLE AR93986

| DESIGNED BY | DRAWN BY |
|---|---|
| DO | SC / JH |
| ISSUE DATE | AE PROJECT NUMBER |
| 30-JAN.-2026 | 2516 |

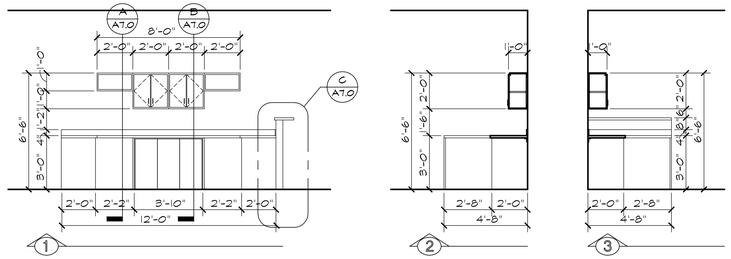
SHEET TITLE
DOOR / WINDOW SCHEDULE & DETAILS / SIGNAGE

DRAWING NO.
A6.0



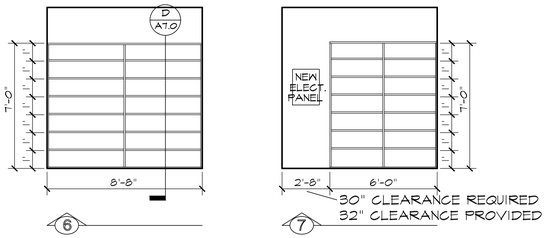

## 1 A7.0 PARTIAL FLOOR PLAN

SCALE : 1/4" = 1'-0"



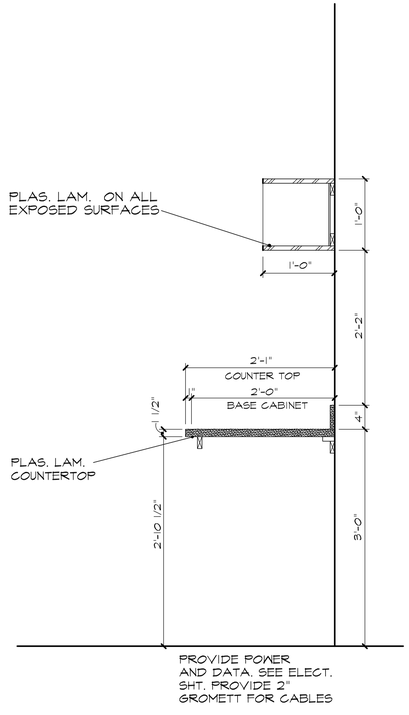

## 2 A7.0 MILLWORK ELEVATIONS TECH STATIONS

SCALE : 1/4" = 1'-0"




## 3 A7.0 MILLWORK ELEVATIONS STORAGE

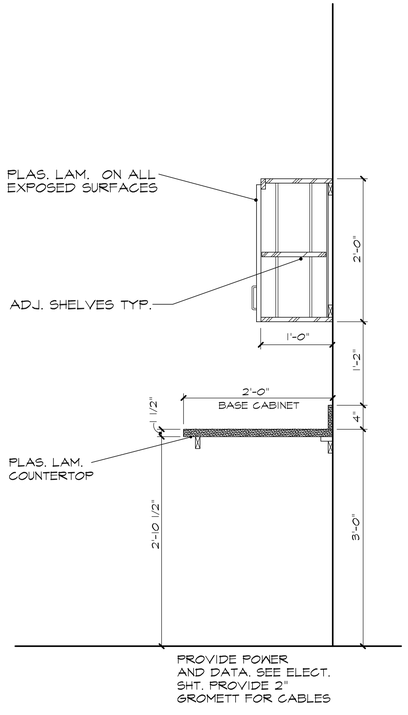
SCALE : 1/4" = 1'-0"




## A A7.0 MILLWORK SECTION

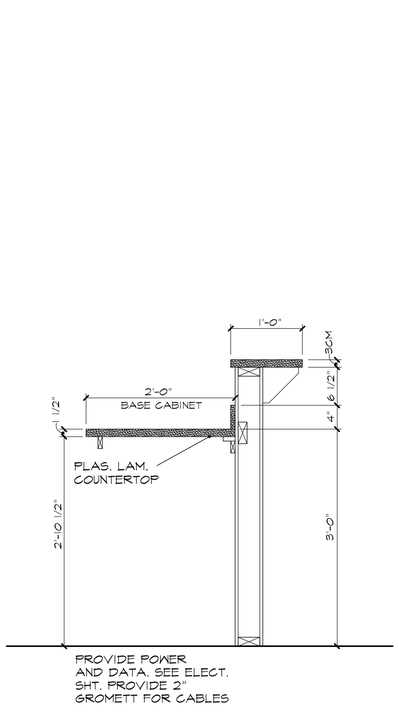
SCALE : 1" = 1'-0"

NOTE: 2 ROWS OF BLOCKING, FULL LENGTH OF MILLWORK AT UPPER CABINETS.



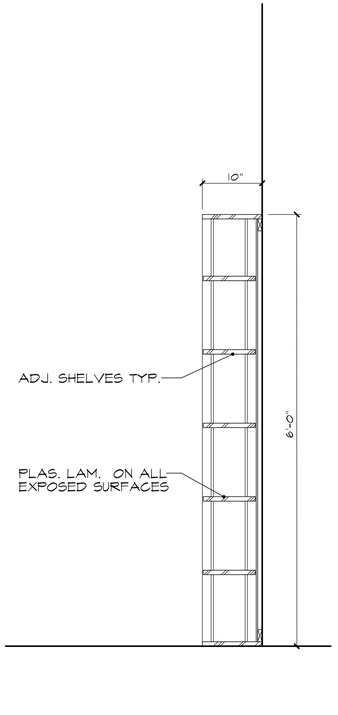

## B A7.0 MILLWORK SECTION

SCALE : 1" = 1'-0"




## C A7.0 MILLWORK SECTION

SCALE : 1" = 1'-0"




## D A7.0 MILLWORK SECTION

SCALE : 1" = 1'-0"

NOTE: VERIFY EXISTING DEPTH OF SHELVING AND MATCH IT.

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DAVID D. OGLE, JR. AR93986

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|

DOCUMENT HISTORY

# INTERIOR REMODEL for: NEW SMYRNA BEACH FINANCE DEPARTMENT

210 Sams Ave.
New Smyrna Beach, FL

ARCH/ENGR OF RECORD
JOHN E. HALL AR0010727
DAVID D. OGLE AR93986

| DESIGNED BY | DRAWN BY |
|---|---|
| DO | SC / JH |
| ISSUE DATE | AE PROJECT NUMBER |
| 30-JAN.-2026 | 2516 |

SHEET TITLE
MILLWORK PLANS & DETAILS / INTERIOR ELEVATIONS

DRAWING NO.
A7.0

## HVAC SYMBOLS

| SYMBOL | DESCRIPTION |
|---|---|
| | NEW DUCT WORK |
| | FLEXIBLE DUCT |
| | SUPPLY AIR DUCT WORK |
| | RETURN AIR OR EXHAUST DUCT WORK |
| | DUCT WORK TRANSITION |
| | 90° ELBOW WITH TURNING VANES |
| | RADIUS ELBOW |
| | MANUAL AIR VOLUME CONTROL DAMPER |
| OR | SUPPLY AIR DEVICE |
| | RETURN AIR DEVICE |
| | EXHAUST AIR DEVICE |
| T | WALL MOUNTED THERMOSTAT |
| S | WALL MOUNTED TEMPERATURE SENSOR |
| SP | STATIC PRESSURE SENSOR |
| PS | ANSUL SYSTEM PULL STATION |
| SD | DUCT SMOKE DETECTOR |
| A-100 | DIFFUSER DEVICE TYPE - AIR QUANTITY |
| TYP. | TYPICAL |
| (E) | EXISTING |
| RTU-10 | EQUIPMENT DESIGNATION TAG |
| UC | 1" DOOR UNDERCUT |
| 1 | REVISION REFERENCE |
| | CONNECT TO EXISTING |
| | POINT OF DEMOLITION |
| R | REFRIGERATION PIPING |
| | CONDENSATE PIPING ON ROOF |
| CD | CONDENSATE DRAIN PIPING |
| FD | FIRE DAMPER |
| SD | SMOKE DAMPER |
| F/SD | FIRE/SMOKE DAMPER |
| CO | CLEANOUT |
| | ACCESS DOOR/PANEL |

## DRAWING INDEX

| SHEET NUMBER | TITLE |
|---|---|
| M0.1 | Mechanical General Information |
| M0.2 | Mechanical Schedules and Details |
| M1.1 | Mechanical Floor Plan |
| | |

## TESTING AND BALANCING NOTES

1. CONTRACTOR WILL BE RESPONSIBLE TO PROVIDE TESTING, ADJUSTING AND BALANCING FOR THIS PROJECT. TESTING, ADJUSTING AND BALANCING SHALL BE DONE IN ACCORDANCE WITH THESE NOTES.
2. THE FOLLOWING MECHANICAL (HVAC) SYSTEMS SHALL BE TESTED, ADJUSTED AND BALANCED:
   A. AIR HANDLING UNITS AND RELATED SUPPLY AND RETURN DUCTWORK, INCLUDING ALL AIR INLETS AND OUTLETS AND AIR HANDLING UNIT OUTSIDE AIR.
   B. EXHAUST FANS.
3. PRIOR TO COMMENCING ANY WORK; REVIEW CONTRACT DOCUMENTS, TESTING,ADJUSTING AND BALANCING STRATEGIES AND STEP-BY-STEP PROCEDURES.
4. CONTRACTOR PROVIDING TESTING, ADJUSTING AND BALANCING SHALL BE CERTIFIED BY EITHER AABC OR NEBB.
5. TESTING, ADJUSTING AND BALANCING REPORT FORMS SHALL BE STANDARD FORMS FROM EITHER AABC OR NEBB.
6. CONTRACTOR SHALL COORDINATE THE EFFORTS OF FACTORY-AUTHORIZED SERVICE REPRESENTATIVES FOR SYSTEMS AND EQUIPMENT. HVAC CONTROLS INSTALLERS, AND OTHER MECHANICS TO OPERATE HVAC SYSTEMS AND EQUIPMENT TO SUPPORT AND ASSIST THE TESTING , ADJUSTING AND BALANCING ACTIVITIES.
7. CONTRACTOR SHALL VERIFY QUANTITIES AND LOCATIONS OF BALANCING DEVICES. CONTRACTOR SHALL VERIFY THAT THESE BALANCING DEVICES ARE ACCESSIBLE AND APPROPRIATE FOR BALANCING AND FOR EFFICIENT SYSTEM EQUIPMENT OPERATION PRIOR TO COMMENCEMENT OF WORK..
8. CONTRACTOR SHALL PERFORM TESTING AND BALANCING PROCEDURES IN EACH AIR AND WATER SYSTEM.
9. HVAC SYSTEM AIR AND WATER FLOW RATES SHALL BE WITHIN THE FOLLOWING TOLERANCES:
   A. SUPPLY: PLUS 5 TO PLUS 10 PERCENT
   B. RETURN: PLUS 5 TO PLUS 10 PERCENT
   C. EXHAUST FANS: PLUS 5 TO PLUS 10 PERCENT
   D. EQUIPMENT WITH FANS: PLUS 5 TO PLUS 10 PERCENT
   E. AIR OUTLETS AND INLETS: 0 TO MINUS 10 PERCENT
   F. DOMESTIC HOT WATER RECIRCULATING FLOW RATE: 0 TO MINUS 10 PERCENT.
10. FINAL BALANCING REPORT SHALL INCLUDE THE FOLLOWING:
    A. TEST CONDITIONS FOR FANS AND PUMPS
    B. SYSTEMS DIAGRAMS
    C. AIR CONDITIONING UNIT TEST REPORTS
    D. APPARATUS COIL TEST REPORTS
    E. ELECTRCIAL-COIL TEST REPORTS
    F. FAN TEST REPORTS
    G. DUCT TRANSVERSE REPORTS
    H. AIR-TERMINAL DEVICE REPORTS
    I. SYSTEM COIL REPORTS
    J. PUMP TEST REPORTS
11. ADDITIONAL TESTING AND BALANCING SHALL BE MADE AS DIRECTED BY THE DESIGN ENGINEER TO CORRECT UNUSUAL CONDITIONS. ADDITIONAL TESTING WILL NOT EXCEED THREE DAYS DURING THE FIRST SIX MONTHS OF OPERATION.
12. IF INITIAL TESTING AND BALANCING PROCEDURES WERE NOT PERFORMED DURING THE NEAR-PEAK SUMMER AND WINTER CONDITIONS, PERFORM ADDITIONAL TESTING, ADJUSTING DURING NEAR-PEAK SUMMER AND WINTER CONDITIONS.
13. CONTRACTOR TO PROVIDE THREE (3) COPIES OF THE TESTING, ADJUSTING AND BALANCING REPORT FOR REVIEW.

## MECHANICAL GENERAL NOTES

1. ALL MECHANICAL WORK SHALL MEET ALL THE REQUIREMENTS OF THE FLORIDA BUILDING CODE SEVENTH EDITION 2020, FLORIDA BUILDING CODE SEVENTH EDITION 2020- MECHANICAL, FBC SEVENTH EDITION 2020- ENERGY CONSERVATION, FFPC SEVENTH EDITION- 2020.
2. CONTRACTOR TO VISIT SITE AND VERIFY ALL CLEARANCES BEFORE FABRICATION OF DUCTWORK AND PROVIDE ADDITIONAL OFFSET AND/OR CHANGES IN DUCT SIZES TO MEET FIELD CONDITIONS AND COORDINATE WITH ELECTRICAL, PLUMBING AND FIRE PROTECTION SUBCONTRACTOR BEFORE ANY CONSTRUCTION WORK.
3. PROVIDE EQUIPMENT GUARDS AT ALL EQUIPMENT WITHIN 10 FEET OF A ROOF EDGE OR OPEN SIDE OF WALKING SURFACE THAT IS OVER 30" ABOVE FLOOR GRADE.
4. OUTSIDE AIR INTAKES (ROOFTOP UNITS, GRAVITY ROOF VENTS, LOUVERS) SHALL MAINTAIN A MINIMUM OF 10'-0" FROM ANY EXHAUST OUTLET OR SANITARY VENT.
5. PROVIDE ALL MECHANICAL EQUIPMENT WITH MANUFACTURER'S RECOMMENDED SERVICE AREA CLEARANCES.
6. ALL ROOF TOP UNITS SHALL BE CONSTRUCTED AND INSTALLED TO WITHSTAND LOCAL WIND LOAD DESIGN.
7. DUCT SMOKE DETECTORS SHALL BE FURNISHED BY THE FIRE ALARM CONTRACTOR, INSTALLED IN DUCT BY THE MECHANICAL CONTRACTOR AND WIRED BY THE FIRE ALARM CONTRACTOR. SMOKE DETECTORS SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 72, NATIONAL FIRE ALARM CODE; NFPA 90A, STANDARD FOR INSTALLATION OF AIR-CONDITIONING AND VENTILATING SYSTEMS, FLORIDA BUILDING CODE SEVENTH EDITION 2020 - MECHANICAL AND THE MANUFACTURER'S INSTALLATION INSTRUCTIONS. COORDINATE LOCATION OF SMOKE DETECTORS WITH FIRE ALARM CONTRACTOR. PROVIDE A VISIBLE/AUDIBLE NOTIFICATION PANEL. MAKE: SYSTEM SENSOR RTS2 OR EQUAL, COMPATIBLE WITH BUILDING FIRE ALARM SYSTEM.
8. PLANS AND DIAGRAMS ARE SCHEMATIC ONLY AND SHOULD NOT BE SCALED.
9. PROVIDE EXTERNAL DUCT INSULATION FOR SUPPLY, RETURN AND OUTSIDE AIR DUCTWORK. DUCTWORK INSULATION SHALL BE FOIL FACED FIBERGLASS DUCT WRAP WITH A MINIMUM THERMAL RESISTANCE (R) OF 6.0. INSULATION SHALL HAVE VAPOR BARRIER. INSTALL PER MFR. REQUIREMENTS.
10. COORDINATE CEILING MOUNTED DIFFUSERS, REGISTERS, AND GRILLES AND OTHER CEILING MOUNTED EQUIPMENT WITH OTHER CEILING MOUNTED EQUIPMENT. SEE REFLECTED CEILING PLAN.
11. DUCTWORK, DIFFUSERS, REGISTERS, GRILLES, AND OTHER ITEMS OF THE AIR HANDLING SYSTEM SHALL NOT BE SUPPORTED BY THE CEILING OR CEILING SUSPENSION SYSTEM.
12. CONTRACTOR TO PROVIDE ALL SUPPLEMENTARY STEEL REQUIRED TO SUSPEND MECHANICAL EQUIPMENT & MATERIALS. INSTALLATION OF EQUIPMENT SHALL COMPLY WITH MANUFACTURER'S SPECIFICATIONS AND CLEARANCE REQUIREMENTS FOR SERVICING OF EQUIPMENT
13. VERIFY VOLTAGE REQUIREMENTS WITH ELECTRICAL CONTRACTOR BEFORE ORDERING EQUIPMENT.
14. PROVIDE A TRAP IN ALL CONDENSATE PIPING SERVING AIR HANDLING UNITS AND ROOFTOP UNITS. SLOPE CONDENSATE LINE 1/8" PER FOOT. ALL CONDENSATE DRAIN PIPING SHALL BE PROPERLY SUPPORTED.
15. GUARANTEE; FOR ONE YEAR AFTER DATE OF ACCEPTANCE BY THE OWNER, ALL EQUIPMENT, MATERIALS AND WORKMANSHIP TO BE FREE FROM DEFECT.
16. DO NOT CUT STRUCTURAL MEMBERS WITHOUT PRIOR WRITTEN APPROVAL OF THE STRUCTURAL ENGINEER.
17. FLEXIBLE AND RIGID ROUND DUCT TAKE-OFFS FOR DIFFUSERS SHALL BE THE SAME SIZE AS DIFFUSER NECK. MAXIMUM FLEXIBLE DUCT LENGTH SHALL BE 8'-0". FLEXIBLE DUCT SHALL BE THERMAFLEX TYPE M-KC OR EQUAL. FLEXIBLE DUCT SHALL BE INSULATED FIBERGLASS, R-6, CLASS 1, UL181 LISTED AND COMPLY WITH NFPA 90A AND NFPA 90B.
18. ALL WALL MOUNTED THERMOSTATS AND HUMIDISTATS SHALL BE INSTALLED AT AN ELEVATION OF 48" ABOVE FINISHED FLOOR TO THE TOP UNLESS OTHERWISE NOTED ON DRAWINGS. LOCATION OF THE WALL MOUNTED THERMOSTAT SHALL BE COORDINATED WITH OTHER TRADES FOR A NEAT APPEARANCE. FINAL LOCATION OF THERMOSTAT SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER OR HIS REPRESENTATIVE IN THE FIELD.
19. PROVIDE FLEXIBLE NEOPRENE DUCT CONNECTORS ON THE DISCHARGE AND ENTERING SIDES OF ROOFTOP UNITS, AIR HANDLING UNITS, FANS AND OTHER VIBRATING EQUIPMENT TO WHICH DUCTWORK IS ATTACHED.
20. PROVIDE ACCESS DOORS IN HARD CEILINGS OR WALLS REQUIRING ACCESS TO VALVES, FIRE DAMPERS, BALANCING DAMPERS, VOLUME DAMPERS OR OTHER PARTS OF THE SYSTEM WHICH REQUIRE OPERATION OR MAINTANENCE AND ARE LOCATED AT INACCESSIBLE AREAS. MAKE: MILCOR MODEL C FOR CEILING LOCATION. MILCOR MODEL M FOR WALL LOCATION. INSTALL FOR DOWNWARD OPENING IN CEILING LOCATIONS.
21. COORDINATION: CONTRACTOR SHALL COORDINATE ITS CONSTRUCTION OPERATIONS WITH THOSE OF OTHER CONTRACTORS AND ENTITIES TO ENSURE EFFICIENT AND ORDERLY INSTALLATION OF EACH PART OF THE WORK. CONTRACTOR SHALL COORDINATE ITS OPERATIONS WITH OTHER CONTRACTORS OPERATIONS, THAT DEPEND ON EACH OTHER FOR PROPER INSTALLATION, CONNECTION AND OPERATION.
22. REFER TO ARCHITECTURAL DRAWINGS FOR ALL RELATED CONSTRUCTION DETAILS AS APPLICABLE TO THE HVAC SYSTEM. CHASE AND WALL PENETRATIONS INTENDED FOR DUCTWORK AND PIPING SHALL BE VERIFIED WITH ARCHITECTURAL DRAWINGS PRIOR TO INSTALLATION.
23. MECHANICAL EQUIPMENT, DUCTWORK AND PIPING IS SHOWN AT APPROXIMATE LOCATIONS. FIELD MEASURE FINAL DUCTWORK AND PIPING LOCATIONS PRIOR TO FABRICATION AND MAKE ADJUSTMENT AS REQUIRED TO FIT THE DUCTWORK AND PIPING WITHIN THE AVAILABLE SPACE. FIELD VERIFY FINAL LOCATIONS TO INSTALL EQUIPMENT IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS REGARDING SERVICE CLEARANCE AND PROPER AIRFLOW CLEARANCE AROUND EQUIPMENT.
24. WHEN THE INTENT OF THE DRAWINGS AND SPECIFICATIONS IS NOT CLEAR, OR IS CAPABLE OF MORE THAN ONE INTERPRETATION, SUCH MATTERS WILL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER IN WRITING BEFORE THE SUBMISSION OF BIDS. THE ARCHITECT/ENGINEER SHALL MAKE CORRECTION OR EXPLANATION IN WRITING.
25. PLANS AND SPECIFICATIONS ARE INTENDED AS A GENERAL DESCRIPTION OF THE WORK TO BE PERFORMED. ALL ITEMS NOT SPECIFICALLY MENTIONED OR SHOWN, BUT NECESSARY FOR THE COMPLETION OF THE INSTALLATION, SHALL BE FURNISHED AND INSTALLED BY THIS CONTRACTOR. THIS CONTRACTOR SHALL THOROUGHLY ACQUAINT HIMSELF WITH THE MECHANICAL, ARCHITECTURAL, STRUCTURAL AND ELECTRICAL PLANS BEFORE SUBMITTING HIS FINAL BID. NO ADDITIONAL COMPENSATION WILL BE ALLOWED DUE TO THE CONTRACTOR'S FAILURE TO FAMILIARIZE HIMSELF/ HERSELF WITH THE PLANS.
26. CONTRACTOR SHALL ENGAGE A FACTORY-AUTHORIZED SERVICE REPRESENTATIVE FOR START-UP TO INSPECT, TEST AND ADJUST FIELD-ASSEMBLED COMPONENTS AND EQUIPMENT INSTALLATION, INCLUDING CONNECTIONS AND PERFORM THE FOLLOWING FIELD TESTS AND INSPECTIONS:
    1. LEAK TEST: AFTER INSTALLATION, CHARGE SYSTEM AND TEST FOR LEAKS. REPAIR LEAKS AND RETEST UNTIL NO LEAKS EXIST.
    2. OPERATIONAL TEST: AFTER ELECTRICAL CIRCUITRY HAS BEEN ENERGIZED, START UNITS TO CONFIRM PROPER MOTOR ROTATION AND UNIT OPERATION.
    3. TEST AND ADJUST CONTROLS AND SAFETIES. REPLACE DAMAGED AND MALFUNCTIONING CONTROLS AND EQUIPMENT.
    4. REPORT TESTING RESULTS IN WRITTEN REPORT.

## SUBMITTALS AND SUBSTITUTIONS

1. CONTRACTOR SHALL SUBMIT THE FOLLOWING EQUIPMENT FOR REVIEW PRIOR TO ORDERING AND INSTALLING
   A. AIR HANDLING UNITS AND AIR COOLED CONDENSERS
   B. DIFFUSERS AND REGISTERS
   C. EXHAUST FANS
   D. DUCT WORK
   E. DUCT CONSTRUCTION STANDARDS
2. PROCESSING TIME: ALLOW 10 WORKING DAYS FOR REVIEW OF EACH SUBMITTAL. ALLOW ADDITIONAL TIME IF COORDINATION WITH SUBSEQUENT SUBMITTALS IS REQUIRED. ENGINEER WILL ADVISE CONTRACTOR WHEN A SUBMITTAL BEING PROCESSED MUST BE DELAYED FOR COORDINATION.
3. SUBMITTALS: PLACE A PERMANENT LABEL OR TITLE BLOCK ON EACH SUBMITTAL ITEM FOR IDENTIFICATION. INDICATE NAME OF FIRM OR ENTITY THAT PREPARED EACH SUBMITTAL ON LABEL OR TITLE BLOCK. PROVIDE A SPACE BESIDE TITLE BLOCK TO RECORD CONTRACTOR'S REVIEW AND APPROVAL MARKINGS AND ACTION TAKEN BY ENGINEER. INCLUDE THE FOLLOWING INFORMATION FOR PROCESSING AND RECORDING ACTION TAKEN:
   A. PROJECT NAME.
   B. DATE.
   C. NAME OF ENGINEER.
   D. NAME OF CONTRACTOR.
   E. NAME OF SUBCONTRACTOR.
   F. NAME OF SUPPLIER.
   G. NAME OF MANUFACTURER.
   H. DRAWING NUMBER AND DETAIL REFERENCES, AS APPROPRIATE.
   I. LOCATION WHERE PRODUCT IS TO BE INSTALLED, AS APPROPRIATE.
4. SUBMIT ELECTRONIC SUBMITTALS VIA EMAIL AS PDF ELECTRONIC FILES.
5. PAPER SUBMITTALS: SUBMIT THREE PAPER COPIES OF EACH SUBMITTAL UNLESS OTHER WISE INDICATED. ENGINEER WILL RETURN TWO COPIES.
6. COLLECT SUBMITTAL DATE INFORMATION INTO A SINGLE SUBMITTAL FOR EACH ELEMENT OF CONSTRUCTION AND TYPE OF PRODUCT OR EQUIPMENT. MARK EACH COPY OF EACH SUBMITTAL TO SHOW WHICH PRODUCTS AND OPTIONS ARE APPLICABLE. INCLUDE THE FOLLOWING INFORMATION, AS APPLICABLE:
   A. MANUFACTURER'S CATALOG CUTS.
   B. MANUFACTURER'S PRODUCT SPECIFICATIONS.
   C. STATEMENT OF COMPLIANCE WITH SPECIFIED REFERENCED STANDARDS.
   D. NOTATION OF COORDINATION REQUIREMENTS.
   E. WIRING DIAGRAMS SHOWING FACTORY-INSTALLED WIRING.
   F. PRINTED PERFORMANCE CURVES.
   G. OPERATIONAL RANGE DIAGRAMS.
   H. CLEARANCES REQUIRED TO OTHER CONSTRUCTION, IF NOT INDICATED ON ACCOMPANYING SHOP DRAWINGS.
7. CONTRACTOR SHALL REVIEW EACH SUBMITTAL AND CHECK FOR COORDINATION WITH OTHER WORK OF THE CONTRACT AND FOR COMPLIANCE WITH THE CONTRACT DOCUMENTS. NOTE CORRECTIONS AND FIELD DIMENSIONS. MARK WITH APPROVAL STAMP BEFORE SUBMITTING TO ENGINEER. APPROVAL STAMP: STAMP SHALL STATE THAT SUBMITTAL HAS BEEN REVIEWED, CHECKED, AND APPROVED FOR COMPLIANCE WITH THE CONTRACT DOCUMENTS AND INITIALLED AND DATED BY CONTRACTOR.
8. ENGINEER WILL REVIEW EACH SUBMITTAL, MAKE MARKS TO INDICATE CORRECTIONS OR REVISIONS REQUIRED, AND RETURN IT. ENGINEER WILL STAMP EACH SUBMITTAL WITH AN ACTION STAMP AND WILL MARK STAMP APPROPRIATELY TO INDICATE ACTION.
9. ENGINEER WILL NOT REVIEW SUBMITTALS THAT DO NOT BEAR CONTRACTOR'S APPROVAL STAMP AND INITALS AND WILL RETURN THEM WITHOUT ACTION. INCOMPLETE SUBMITTALS ARE UNACCEPTABLE, WILL BE CONSIDERED NONRESPONSIVE, AND WILL BE RETURNED FOR RESUBMITTAL WITHOUT REVIEW. SUBMITTALS NOT REQUIRED BY THE CONTRACT DOCUMENTS MAY NOT BE REVIEWED AND MAY BE DISCARDED
10. SUBSTITUTIONS
    A. SUBSTITUTION OFFERS OWNER A SUBSTANTIAL ADVANTAGE IN COST, TIME, ENERGY CONSERVATION, OR OTHER CONSIDERATIONS.
    B. SUBSTITUTION DOES NOT REQUIRE EXTENSIVE REVISIONS TO THE CONTRACT DOCUMENTS. CONTRACTOR SHALL COMPENSATE ENGINEER FOR ANY REDESIGN AND EVALUATION SERVICES INCLUDING CHANGES REQUIRED BY AUTHORITY HAVING JURISDICTION.
    C. SUBSTITUTION WILL NOT ADVERSELY AFFECT CONSTRUCTION SCHEDULE.
    D. SUBSTITUTION HAS RECEIVED NECESSARY APPROVALS OF AUTHORITIES HAVING JURISDICTION.
    E. SUBSTITUTION HAS BEEN COORDINATED WITH OTHER PORTIONS OF THE WORK.
    F. SUBSTITUTION PROVIDES SPECIFIED WARRANTY.
    G. SUBSTITUTION HAS BEEN COORDINATED WITH OTHER PORTIONS OF THE WORK, AND IS ACCEPTABLE TO ALL CONTRACTORS INVOLVED.
    H. CONTRACTOR SHALL ASSUME ANY ADDITIONAL CONSTRUCTION COSTS AS A RESULT OF THE SUBSTITUTION.

## DUCT CONSTRUCTION NOTES

1. SUPPLY AIR, RETURN AIR, OUTSIDE AIR, AND EXHAUST AIR DUCTWORK SHALL BE GALVANIZED SHEET METAL, EXCEPT WHERE INDICATED. METALLIC DUCTS SHALL BE CONSTRUCTED AND INSTALLED PER THE FLORIDA BUILDING CODE SEVENTH EDITION 2020 - MECHANICAL AND THE 2005 EDITION OF THE SMACNA HVAC DUCT CONSTRUCTION STANDARDS - METAL AND FLEXIBLE MANUAL.
2. METAL DUCT STATIC PRESSURE CLASSIFICATION:
   SUPPLY AIR DUCT: 2" W.G.
   RETURN AIR DUCT: 2" W.G. (NEGATIVE)
   EXHAUST AIR DUCT: 2" W.G. (NEGATIVE)
3. SEAL ALL TRANSVERSE JOINTS AND LONGITUDINAL SEAMS PER THE FLORIDA BUILDING CODE SEVENTH EDITION 2020 - ENERGY CONSERVATION TABLE C403.2.9.2 AND THE 2005 EDITION OF SMACNA HVAC DUCT CONSTRUCTION STANDARDS - METAL AND FLEXIBLE.
4. CROSS-BREAK DUCT SURFACES 19" THROUGH 60" USE ANGLE REINFORCING FOR DUCT SIZES OVER 60".
5. ALL METAL LONGITUDINAL SEAMS SHALL BE PITTSBURGH OR OTHER SMACNA LISTED SEAMS. DO NOT USE BUTTON PUNCH SNAPBACK SEAMS.
6. SUSPEND METAL DUCTWORK NOT EXCEEDING 30" LONGEST SIDE, AT EVERY JOINT (NOT TO EXCEED 10'-0") USING 1"x 18 GAUGE GALVANIZED STRAPS ATTACHED TO BOTTOM AND SIDE OF DUCT.
7. SUSPEND METAL DUCTWORK, EXCEEDING 30" LONGEST SIDE, AT MAXIMUM 8'-0" INTERVALS USING ANGLES AND RODS.
8. SUPPORT DUCTWORK AND EQUIPMENT FROM STRUCTURAL MEMBER. ATTACHMENT TO ROOF DECK IS NOT ACCEPTABLE.
9. DUCT SIZES MUST BE VERIFIED FOR CLEARANCES AT THE JOB SITE PRIOR TO FABRICATION. DIMENSIONS MAY BE CHANGED TO ACCOMMODATE CONSTRUCTION. SUBMIT ALL MODIFICATION TO DESIGN ENGINEER FOR APPROVAL.
10. DUCT TRANSITIONS SHALL BE CONSTRUCTED WITH SLOPE OF 1/4.
11. TURNING VANES SHALL BE PROVIDED IN ALL SUPPLY DUCT RECTANGULAR ELBOWS WITH ANGLES BETWEEN 15 DEGREES AND LESS THAN 90 DEGREES PER THE SMACNA HVAC DUCT CONSTRUCTION STANDARDS MANUAL.
12. DUCT DIMENSIONS SHOWN ON DRAWING ARE CLEAR INSIDE DIMENSIONS. WHERE DUCT LINER IS SHOWN INCREASE METAL DUCT SIZE TO ALLOW FOR DUCT LINER.
13. UNLESS OTHERWISE NOTED, INSTALL DUCTWORK AS HIGH AS POSSIBLE, TIGHT TO BOTTOM OF STRUCTURE. COORDINATE DUCT ELEVATION WITH STORM LEADERS, WATER PIPING, SANITARY DRAINS ,MAJOR ELECTRICAL CONDUIT, LIGHTING FIXTURES, ETC..

## PIPING MATERIAL SCHEDULE

| SERVICE | SIZE | MATERIAL | SCHEDULE / TYPE | INSULATION | | REMARKS |
|---|---|---|---|---|---|---|
| | | | | TYPE | THICK | |
| A/C CONDENSATE | ALL | PVC | SCH. 40 | NONE | - | -- |
| REFRIGERANT PIPING | ALL | COPPER | TYPE L | FG | 1" | -- |

NOTES:

1. FIBERGLASS PIPE INSULATION: MINERAL OR GLASS FIBERS BONDED WITH A THERMOSETTING RESIN. SEMIRIGID BOARD MATERIAL WITH FACTORY-APPLIED ASJ COMPLYING WITH ASTM C 1393, OR WITH PROPERTIES SIMILAR TO ASTM C 612, NOMINAL DENSITY IS 2.5 LB/CU. FT. OR MORE. THERMAL CONDUCTIVITY (K VALUE) AT 100 DEG. F (55 DEG. C) IS 0.29 BTU X IN./H X SQ.FT. X DEG. F (0.042 W/M X K) OR LESS. ALL SERVICE JACKET (ASJ): WHITE, KRAFT-PAPER, FIBERGLASS-REINFORCED SCRIM WITH ALUMINUM-FOIL BACKING; COMPLYING WITH ASTM C 1136, TYPE MANUFACTURERS; A. CERTAINTEED CORP., B. JOHNS MANVILLE, C. KNAUF INSULATION, D. OWENS CORNING.
2. FLEXIBLE ELASTOMERIC PIPE INSULATION: CLOSED CELL SPONGE OR EXPANDED - RUBBER MATERIALS. COMPLY WITH ASTM C-534, TYPE I FOR TUBULAR MATERIALS. PROVIDE SEALANT COMPATIBLE WITH MATERIAL. MANUFACTURERS: ARMAFLEX BY ARMACELL OR EQUAL.

## FLORIDA BUILDING CODE SEVENTH EDITION (2020) ENERGY CONSERVATION COMPLIANCE

THE DESIGN COMPLIES WITH SECTION C401.2 APPLICATION ITEM 3:

THE REQUIREMENTS OF SECTION C402.5, C403.2, C404, C405.2, C405.4, C405.5, C407 AND C408. THE BUILDING ENERGY COST SHALL BE EQUAL TO OR LESS THAN 85 PERCENT OF THE STANDARD REFERENCE DESIGN BUILDING.

SUBMITTED FOR 100% CD's - NOT FOR CONSTRUCTION

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REVISIONS

| NO. | DATE | DOCUMENT HISTORY DESCRIPTION |
|---|---|---|
| | | |

INTERIOR REMODEL FOR:
NEW SMYRNA BEACH
FINANCE DEPARTMENT
210 Sams Avenue
New Smyrna Beach, Florida

ARCHENGR OF RECORD
MINDY N. O'NEAL
FL# 69779

| DESIGNED BY | DRAWN BY |
|---|---|
| MNO | KMO |
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SHEET TITLE
MECHANICAL GENERAL INFORMATION

DRAWING NO.
M0.1

## EXISTING SPLIT SYSTEM AIR CONDITIONING UNIT SCHEDULE

| MARK | AREA SERVED | NOMINAL TONS | INDOOR UNIT | | | | | | | | | | | OUTDOOR UNIT | | | | | EQUAL TO | | NOTES |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | FAN | | | ELECTRIC HEATER | | UNIT POWER | | | WEIGHT (LBS.) | COOLING CAPACITY TC (MBH) | COOLING CAPACITY SC (MBH) | UNIT POWER | | | WEIGHT (LBS.) | SEER [EER] | MFG. | MODEL (INDOOR/OUTDOOR) | |
| | | | CFM | O/A | E.S.P. (IN.) | HP | KW | CONTROL STAGES | V/Ø | MCA | MOCP | | | | V/Ø | MCA | MOCP | | | | | |
| AHU-1(E) / CU-1(E) | OFFICES | 7.5 | 3,000 | - | - | 2.4 | 7.5 | 1 | 208/3 | 39.8 | 40 | 385 | - | - | 208/3 | - | - | - | - | CARRIER | 40RUQA08A2A / - | SEE NOTES |
| | | | | | | | | | | | | | | | | | | | | | | |

NOTES:
1. PROVIDE UNITS WITH PROGRAMMABLE FACTORY THERMOSTAT.
2. PROVIDE 5 MINUTE ANTI CYCLE TIMER.
3. PROVIDE SMOKE DETECTOR IN SUPPLY DUCT AS INDICATED ON PLANS.
4. PROVIDE UNIT WITH HAIL GUARD.
5. PROVIDE WITH MANUFACTURER'S MOTOR AND DRIVE PACKAGE AS REQUIRED TO MEET SCHEDULED AIR CAPACITIES AND PRESSURE DROP.
6. PROVIDE UNITS WITH WATER-LEVEL MONITORING DEVICE.
7. PROVIDE CONSTRUCTION FILTERS FOR RETURN AIR OPENINGS DURING INSTALLATION. REPLACE FILTERS USED DURING CONSTRUCTION WITH NEW FILTERS.
8. EXISTING AIR HANDLING SYSTEMS ARE SHOWN FOR REFERENCE ONLY.
9. EXISTING SYSTEM SHALL BE TESTED AND BALANCED FOR EXISTING AIRFLOW PRIOR TO COMMENCEMENT OF NEW WORK. BALANCE SYSTEM TO NEW LISTED AIRFLOWS AS REQUIRED.

## AIR DEVICE SCHEDULE

| TAG | MFG./CAT. # | TYPE | NECK | FRAME | FINISH | NOTES |
|---|---|---|---|---|---|---|
| A | METAL AIRE 5700-AL | CD | SEE PLANS | 12 x 12 | BAK. WHT. ENAMEL | 1,2,3,4,5 |
| | | | SEE PLANS | 24 x 24 | | |
| B | METAL AIRE CC5 | RAR/TG | 22 x 22 (MAX 1280 CFM) | 24 x 24 | BAK. WHT. ENAMEL | 1,2,4,6 |
| C | METAL AIRE RH | EAR/RAR | SEE PLANS | SEE PLANS | BAK. WHT. ENAMEL | 1,2,4,6 |
| D | METAL AIRE VH | SAR | SEE PLANS | SEE PLANS | BAK. WHT. ENAMEL | 1,2,4,6 |

DEVICE TYPE LEGEND:
CD = CEILING DIFFUSER
RAR = RETURN AIR REGISTER
EAR = EXHAUST AIR REGISTER
SAR = SUPPLY AIR REGISTER

NOTES:
1. PROVIDE CEILING DEVICES WITH PROPER FRAME STYLE TO MATCH CEILING TYPE AS CALLED FOR BY ARCHITECT.
2. DEVICES SHALL BE PROVIDED WITH FACTORY FINISH.
3. CEILING DIFFUSERS SHALL BE 4-WAY THROW UNLESS NOTED OTHERWISE OR SHOWN ON PLANS WITH DIRECTIONAL ARROW(S).
4. IF NECESSARY, PROVIDE TOP HAT FOR GRILLES REGISTERS AND DIFFUSERS.
5. PROVIDE EQUALIZING GRID (PRICE MODEL FR). FOR DIFFUSERS TAPPED DIRECTLY FROM BOTTOM OF DUCT, PROVIDE OPPOSED BLADE DAMPER.
6. PROVIDE OPPOSED BLADE DAMPER FOR REGISTERS.

SMACNA TABLE 5-1

| RECTANGULAR DUCT HANGERS (MIN. SIZE) | | |
|---|---|---|
| MAX. HALF OF DUCT PERIMETER | PAIR AT 8 FT SPACING | |
| | STRAP | WIRE / ROD |
| P/2 = 30" | 1" x 22 ga. | 10 ga. (.135") |
| P/2 = 72" | 1" x 20 ga. | 1/4" |
| P/2 = 96" | 1" x 18 ga. | 3/8" |
| P/2 = 120" | 1" x 16 ga. | 3/8" |
| P/2 = 168" | 1-1/2" x 16 ga. | 1/2" |
| P/2 = 192" | 1-1/2" x 16 ga. | 1/2" |
| P/2 = 193" UP | SPECIAL ANALYSIS REQUIRED | |
| WHEN STRAPS ARE LAP JOINED USE THESE MINIMUM FASTENERS.<br>1" x 18, 20, 22 ga., - TWO #10 OR ONE 1/4" BOLT<br>1" x 16 ga. - TWO 1/4" DIA.<br>1-1/2" x 16 ga. - TWO 3/8" DIA.<br>PLACE FASTENERS IN SERIES, NOT SIDE BY SIDE | | |

| SINGLE HANGER MAXIMUM ALLOWABLE LOAD | |
|---|---|
| STRAP | WIRE OR ROD (DIA.) |
| 1" x 22 ga. - 260 LBS.<br>1" x 20 ga. - 320 LBS.<br>1" x 18 ga. - 420 LBS.<br>1" x 16 ga. - 700 LBS.<br>1-1/2" x 16 ga. - 1100 LBS. | 0.105" - 80 LBS.<br>0.135" - 120 LBS.<br>0.162" - 160 LBS.<br>1/4" - 270 LBS<br>3/8" - 680 LBS.<br>1/2" - 1250 LBS.<br>5/8" - 2000 LBS.<br>3/4" - 3000 LBS. |

NOTES:
1. DIMENSIONS OTHER THAN GAGE ARE IN INCHES.
2. TABLE ALLOWS FOR DUCT WEIGHT, 1 LB/SF INSULATION WEIGHT AND NORMAL REINFORCEMENT AND TRAPEZE WEIGHT, BUT NO EXTERNAL LOADS.
   a. FOR CUSTOM DESIGN OF HANGERS, DESIGNERS MAY CONSULT SMACNA'S RECTANGULAR INDUSTRIAL DUCT STANDARDS, THE ASS COLD FORMED STEEL DESIGN MANUAL AND THE AISC STEEL CONSTRUCTION MANUAL.
   b. STRAPS ARE GALVANIZED STEEL, OTHER MATERIALS ARE UNCOATED STEEL.
   c. ALLOWABLE LOADS FOR P/2 ASSUME THAT DUCTS ARE 16 ga. MAXIMUM, EXCEPT THAT WHEN MAXIMUM DUCT DIMENSION (W) IS OVER 60" THEN P/2 MAXIMUM IS 1.25 w.
   d. 12, 10 OR 8 ga. WIRE IS STEEL OF BLACK ANNEALED, BRIGHT BASIC OR GALVANIZED TYPE.

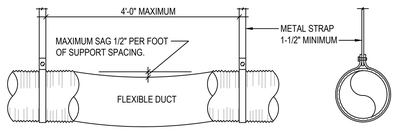
1 Rectangular Duct Hangers
SCALE: NOT TO SCALE

SMACNA TABLE 5-2

| ROUND DUCT HANGERS (MIN. SIZE) | | | | |
|---|---|---|---|---|
| DIA. | MAXIMUM SPACING | WIRE DIA. | ROD | STRAP |
| 10" DN | 12" | (1) 12 ga. | 1/4" | 1" x 22 ga. |
| 11" - 18" | 12" | (2) 12 ga. OR (1) 8 ga. | 1/4" | 1" x 22 ga. |
| 19" - 24" | 12" | (2) 10 ga. | 1/4" | 1" x 22 ga. |
| 25" - 36" | 12" | (2) 8 ga. | 3/8" | 1" x 20 ga. |
| 37" - 50" | 12" | - | (2) 3/8" | (2) 1" x 20 ga. |
| 51" - 60" | 12" | - | (2) 3/8" | (2) 1" x 18 ga. |
| 61" - 84" | 12" | - | (2) 3/8" | (2) 1" x 16 ga. |

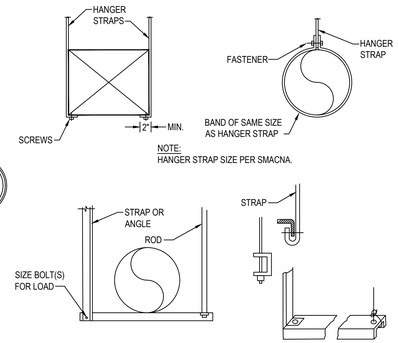
NOTES:
1. STRAPS ARE GALVANIZED STEEL. RODS ARE UNCOATED OR GALVANIZED STEEL; WIRE IS BLACK ANNEALED, BRIGHT BASIC, OR GALVANIZED STEEL. ALL ARE ALTERNATIVES.
   a. TABLE ALLOWS FOR CONVENTIONAL WALL THICKNESS, AND JOINT SYSTEMS PLUS ONE LB/SF INSULATION WEIGHT. IF HEAVIER DUCTS ARE TO BE INSTALLED, ADJUST HANGER SIZES TO BE WITHIN THEIR LOAD LIMITS. HANGER SPACING MAY BE ADJUSTED BY SPECIAL ANALYSIS.
   b. DESIGNERS: FOR INDUSTRIAL GRADE SUPPORTS, INCLUDING SADDLES, SINGLE LOAD TRAPEZE LOADS, LONGER SPANS AND FLANGE JOINT LOADS, SEE SMACNA'S ROUND INDUSTRIAL DUCT CONSTRUCTION STANDARDS.

2 Round Duct Hangers
SCALE: NOT TO SCALE

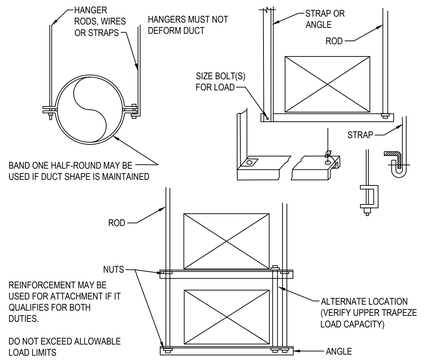



NOTES:
1. DUCT SHOULD EXTEND STRAIGHT FOR SEVERAL INCHES FROM A CONNECTION BEFORE BENDING.
2. SUPPORT SYSTEM MUST NOT DAMAGE DUCT OR CAUSE OUT OF ROUND SHAPE.

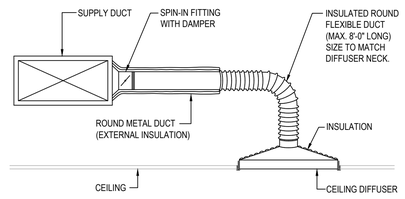
3 Flex Duct Support Detail
SCALE: NOT TO SCALE



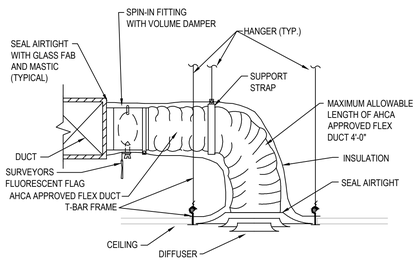

4 Rectangular/Round Duct Hanger Detail
SCALE: NOT TO SCALE




5 Rectangular/Round Duct Hanger Detail
SCALE: NOT TO SCALE

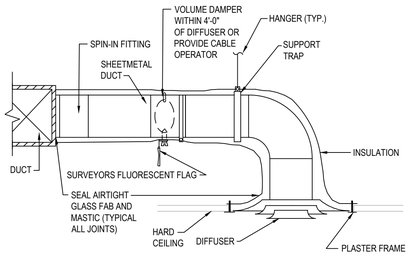



6 Ceiling Diffuser Runout Detail
SCALE: NOT TO SCALE



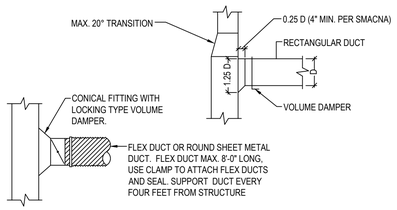

NOTE:
PROVIDE TAPERED RECTANGULAR TO ROUND SIDE TAKEOFF WHERE DUCT DIMENSION DOES NOT PERMIT CONICAL FITTING.

7 Lay-In Ceiling Diffuser Detail
SCALE: NOT TO SCALE




NOTE:
PROVIDE TAPERED RECTANGULAR TO ROUND SIDE TAKEOFF FITTINGS WHERE DUCT DIMENSION DOES NOT PERMIT CONICAL FITTING.

8 Hard Ceiling Diffuser Detail
SCALE: NOT TO SCALE




9 Branch Duct Detail
SCALE: NOT TO SCALE

SUBMITTED FOR 100% CD's - NOT FOR CONSTRUCTION

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CONSULTANTS

REVISIONS
DOCUMENT HISTORY

| NO. | DATE | DESCRIPTION |
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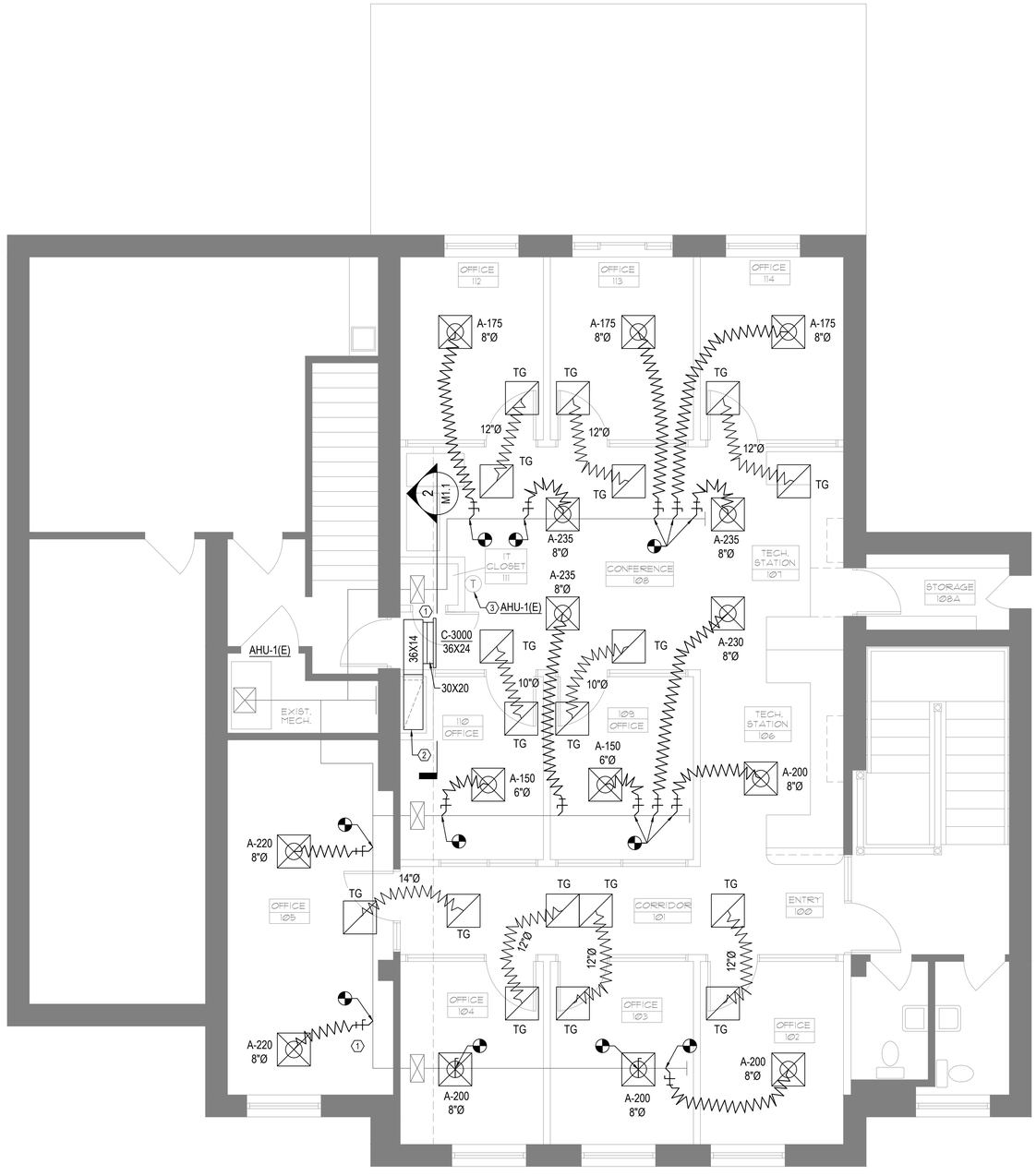
INTERIOR REMODEL FOR:
NEW SMYRNA BEACH
FINANCE DEPARTMENT
210 Sams Avenue
New Smyrna Beach, Florida

ARCH/ENGR OF RECORD
MINDY N. O'NEAL
FL# 69779

| DESIGNED BY | DRAWN BY |
|---|---|
| MNO | KMO |
| ISSUE DATE | AE PROJECT NUMBER |
| 14-NOV-2025 | 2516 |

SHEET TITLE
MECHANICAL SCHEDULES AND DETAILS

DRAWING NO.
M0.2




MECHANICAL - FLOOR PLAN (1 / M1.1)

SCALE: 1/4"=1'-0"

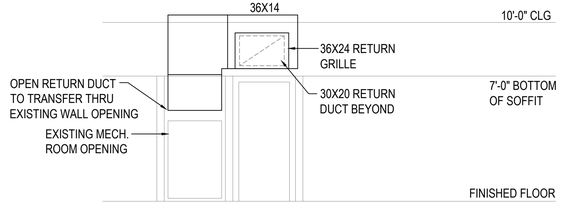
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## GENERAL PLAN NOTES:

1. COORDINATE EXACT LOCATIONS OF MECHANICAL EQUIPMENT WITH ALL DISCIPLINES AND MAINTAIN REQUIRED CLEARANCES.
2. DUCTWORK CONNECTIONS TO EQUIPMENT TO BE SIZE OF UNIT OPENING.
3. ALL WORK TO COMPLY WITH THE 2023 FLORIDA BUILDING CODE - MECHANICAL, EIGHTH EDITION AND REGULATIONS OF LOCAL AUTHORITY HAVING JURISDICTION.
4. THE MECHANICAL LAYOUT INDICATED ON THE PLANS IS SCHEMATIC AND LAYOUT IS TO PROVIDE ACCESS TO ALL SPACES. CONTRACTOR MUST PROVIDE AN ENGINEERED SYSTEM THAT MEETS ALL REQUIRED CRITERIA.
5. MECHANICAL CONTRACTOR SHALL BE LICENSED IN THE STATE WHERE THE WORK IS TO BE PERFORMED.
6. PRIOR TO FINAL ACCEPTANCE, CONTRACTOR SHALL PREPARE AND FURNISH OPERATION AND MAINTENANCE INSTRUCTIONS TO OWNER.
7. ALL MECHANICAL WORK SHALL COMPLY WITH MANUFACTURER'S RECOMMENDED INSTALLATION.
8. EXISTING SYSTEM SHALL BE TESTED AND BALANCED FOR EXISTING AIRFLOW PRIOR TO COMMENCEMENT OF NEW WORK. BALANCE SYSTEM TO NEW LISTED AIRFLOWS AS REQUIRED.
9. REPAIR EXISTING DUCTWORK AND SEAL AIRTIGHT AS NECESSARY. PREPARE EXISTING DUCTWORK FOR NEW BRANCH CONNECTIONS.

## MECHANICAL PLAN KEY NOTES:

1. PROVIDE LOUVERED DOOR TO ALLOW FOR TRANSFER OF AIR. REFER TO ARCHITECTURAL DRAWINGS FOR DOOR SCHEDULE AND LOUVER SIZE.
2. RETURN DUCTWORK TO TERMINATE IN CHASE. EXISTING OPENING AT WALL TO REMAIN TO ALLOW RETURN AIR TO TRANSFER BACK TO EXISTING AHU.
3. RELOCATE EXISTING AHU-1 THERMOSTAT TO LOCATION SHOWN.




MECHANICAL SECTION (2 / M1.1)

SUBMITTED FOR 100% CD's - NOT FOR CONSTRUCTION

GRAPHIC SCALE
12" 0 1' 4' 7' 11'
1/4"=1'-0"

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REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

DOCUMENT HISTORY

# INTERIOR REMODEL FOR: NEW SMYRNA BEACH FINANCE DEPARTMENT

210 Sams Avenue
New Smyrna Beach, Florida

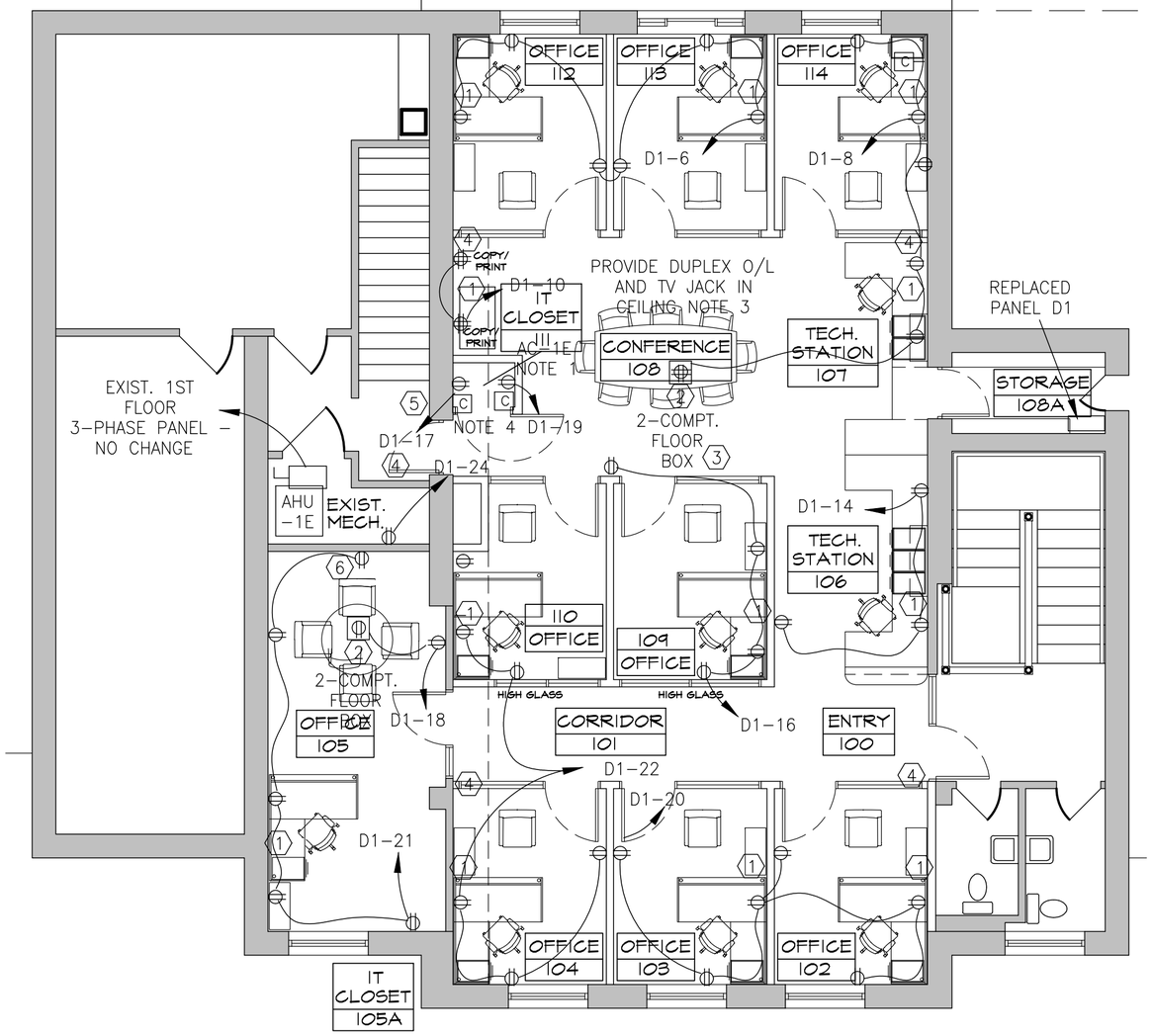
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| DESIGNED BY | DRAWN BY |
|---|---|
| MNO | KMO |
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SHEET TITLE
MECHANICAL FLOOR PLAN

DRAWING NO.
M1.1

| DATA DEVICE LEGEND | |
|---|---|
| 1 | DATA X2 CABLES – WALL BOX |
| 2 | DATA X2 CABLES – FLOOR BOX |
| 3 | DATA X2 CABLES – ABOVE CEILING |
| 4 | DATA X1 CABLES – ABOVE CEILING |
| 5 | DATA X1 CABLE – DOORBELL |
| 6 | DATA X2 CABLES – TV WALL BOX |




POWER PLAN SCALE: 1/4" = 1'-0"

POWER PLAN NOTES

1. NO CHANGE TO AC-1, BUT RECONNECT TO NEW PANEL.
2. EXISTING ELECTRICAL PANEL BY COMMANDER TO BE REPLACED WITH NEW PANEL (PANELS BY COMMANDER GENERALLY RECOMMENDED TO BE REPLACED DUE TO POOR BREAKER OPERATION. PROVIDE NEW 100 AMP, TWO POLE PANEL WITH BREAKER CONFIGURATION AS SHOWN IN PANEL SCHEDULE THIS SHEET (22,000 AIC).
3. PROVIDE CEILING OUTLET AND BRACING FOR tv NEAR COPY/PRINT SPACE ON CIRCUIT D1-23, WITH 3
4. PROVIDE CONNECTION TO LOW VOLTAGE POWER SUPPLY BY OTHERS ABOVE CEILING TO SERVE ELECTRIC DOOR STRIKE.

SIEMENS PANEL: D1 NOTE 2

MFG. OR SQ D VOLTAGE 120/240 PHASE 1 WIRE 3

CAT. VARIES AMPS. 225 SYM. A.I.C. (I.E.R.) 10,000

MOUNT SURFACE MAIN 225A MCB GRD. BUS X

| CT | DESCRIPTION | POLE | AMPS | WIRE | COND | Ø A | Ø B |
|---|---|---|---|---|---|---|---|
| 1,3 | SPARE | 2 | 40 | – | – | | |
| 2,4 | SPARE | 2 | 30 | – | – | | |
| 5,7 | SPARE | 2 | 30 | – | – | | |
| 9,11 | LIGHTS | 1 | 20 | #12 | 1/2" | | |
| 13,15 | SPARE | 1 | 20 | #12 | 1/2" | | |
| 6,8 | RECEPTACLES | 1 | 20 | #12 | 1/2" | | |
| 10,12 | RECEPTACLES | 1 | 20 | #12 | 1/2" | | |
| 14,16 | RECEPTACLES | 1 | 20 | #12 | 1/2" | | |
| 18,20 | RECEPTACLES | 1 | 20 | #12 | 1/2" | | |
| 22,24 | RECEPTACLES | 1 | 20 | #12 | 1/2" | | |
| 17,19 | RECEPTACLES | 1 | 20 | #12 | 1/2" | | |
| 21,23 | RECEPTACLES | 1 | 20 | #12 | 1/2" | | |

GENERAL PROJECT WIRING NOTES

1. VERIFY ROUGH-IN LOCATIONS PRIOR TO INSTALLATION.
2. ALL DEVICES TO BE RATED 20 AMP, UNLESS NOTED OTHERWISE.
3. BRANCH CIRCUITS SHARING COMMON NEUTRALS IN A SINGLE RACEWAY SHALL HAVE BREAKER TIES INSTALLED. IN NO CASE MAY MORE THAN 3-CIRCUITS SHARE A COMMON NEUTRAL.
4. ALL WIRING AND CONDUIT SIZES ARE BASED ON THWN/THHN COPPER. ALUMINUM CONDUCTORS MAY BE SUBSTITUTED ABOVE 100 AMPS PROVIDED ADJUSTMENTS IN CONDUCTOR AND CONDUIT SIZES ARE MADE AS PER NEC REQUIREMENTS.
5. ALL WORK IN ACCORDANCE WITH FBC (EIGHTH EDITION) AND NEC 2020 EDITION. ALL BRANCH CONDUCTORS SHALL BE SIZED FOR MAXIMUM VOLTAGE DROP OF 3% AT DESIGN LOAD PER FBC-ENGERGY CONSERVATION C405.7.3.2. FEEDER VOLTAGE DROP SIZED FOR 2% PER FBC-ENGERY CONSERVATION C405.7.3.1.
6. MINIMUM WIRING SIZE IS THWN/THHN #12.
7. OPERATING AND MAINTENANCE MANUALS ARE TO BE TURNED OVER TO OWNER BY THE ELECTRICAL CONTRACTOR IN ACCORDANCE WITH SECTION 505.7.4.2 OF THE FBC-ENERGY CONSERVATION CODE.

FIRE ALARM NOTE
EXISTING BUILDING HAS A FIRE ALARM SYSTEM. ANY DEVICES FROM THIS SYSTEM THAT ARE TEMPORARILY REMOVED DURING THIS REMODEL SHALL BE REPLACED AS NEARLY AS POSSIBLE TO THEIR LOCATION AND WIRING CONFIGURATION PRIOR TO THE REMODEL

ELECTRICAL LEGEND

| | |
|---|---|
| | Ceiling surface |
| | Flat Panel LED fixture |
| | Wall-mount (bracket) fixture |
| OS | Ceiling Mounted Occupancy Sensor |
| | Duplex receptacle |
| | Quad receptacle |
| GFI | Duplex receptacle with ground fault circuit interrupter |
| $ | Single pole switch |
| $3 | Three way switch |
| $D | Dimmer switch |
| A | Capital letters adjacent to fixtures indicate type |
| | Electrical panel |
| | Home run to panel. Any without further designation indicates a 2 wire circuit. |

JOHN M. PATTERSON
ELECTRICAL CONSULTANT
1291 JOHN ANDERSON DRIVE
ORMOND BEACH, FL. 32118
(386) 441-2382
FL. REG. PE # 54181

HALL & OGLE ARCHITECTS, INC.
PH (386) 255-6163
FAX (386)257-5650
AR93986
209 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
www.hoarchitects.com

DAVID D. OGLE, JR. AR93986

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|

DOCUMENT HISTORY

INTERIOR REMODEL for:
NEW SMYRNA BEACH
FINANCE DEPARTMENT
210 Sams Ave.
New Smyrna Beach, FL

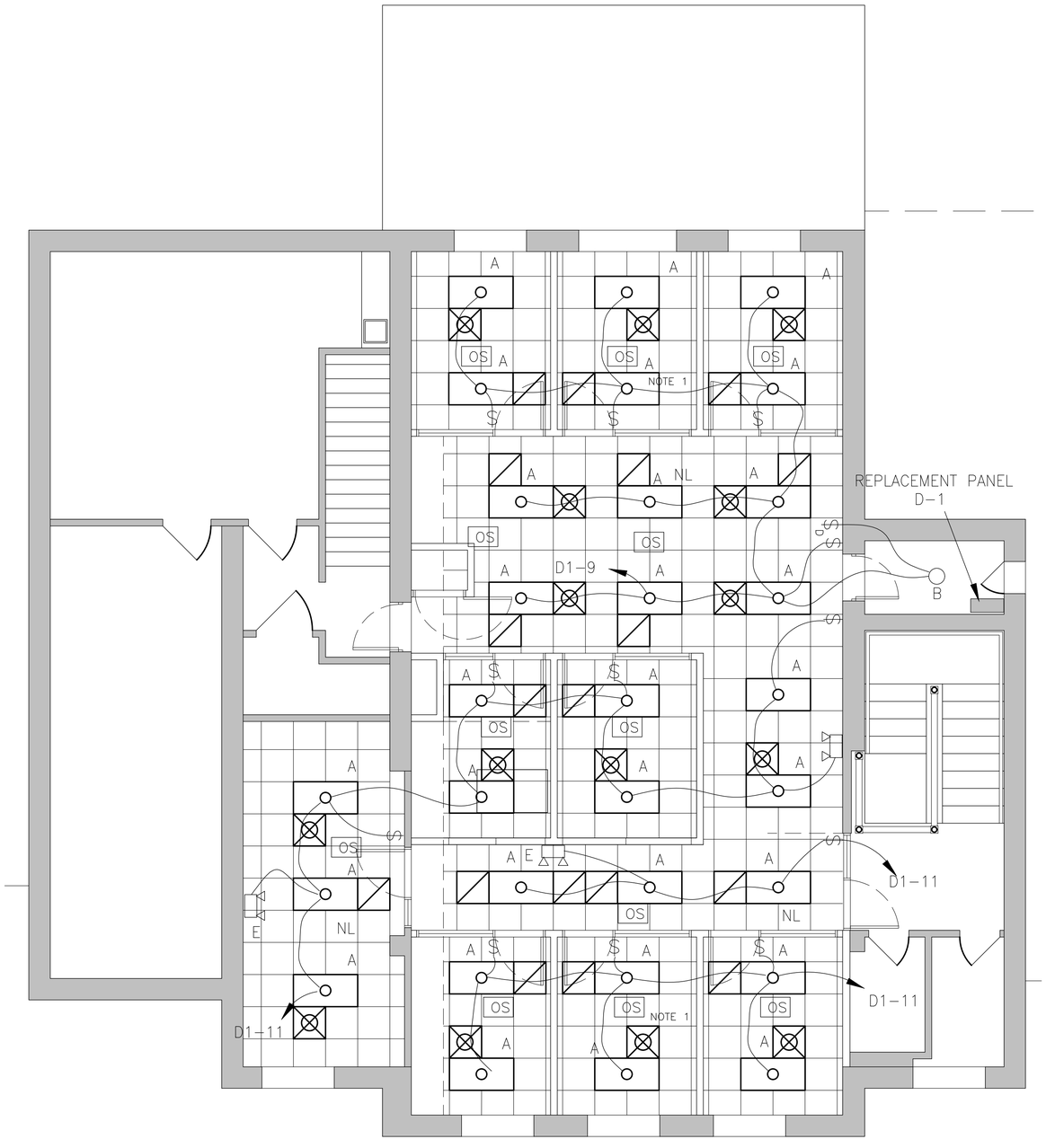
ARCH/ENGR OF RECORD
JOHN E. HALL AR0010727
DAVID D. OGLE AR93986

| DESIGNED BY | DRAWN BY |
|---|---|
| DO | SC / JH |
| ISSUE DATE | AE PROJECT NUMBER |
| 30-JAN.-2026 | 2516 |

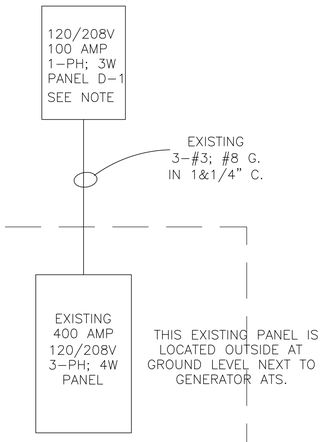
SHEET TITLE
FLOOR PLAN - POWER

DRAWING NO.
E1

| LIGHTING FIXTURE SCHEDULE | | | | |
|---|---|---|---|---|
| TYPE | MANUFACTURER | CATALOG NO. | LAMPS | MOUNTING/NOTES |
| A | CONTRACTOR SELECT | | LED | 2 FT BY 4 FT FLAT PANEL LED DIMMABLE |
| B | CONTRACTOR SELECT | | LED | CEILING RECESSED CAN DIMMABLE |
| E | CONTRACTOR SELECT | | LED | EGRESS |
| X1E | CONTRACTOR SELECT | | LED | EXIT COMBO |




LIGHTING PLAN SCALE: 1/4" = 1'-0"




PARTIAL SERVICE RISER DIAGRAM

SERVICE RISER NOTES

EXISTING 100 AMP, SINGLE-PHASE 120/208 VOLT PANEL D-1 IS BY CHALLENGER, AND THE PANEL AND BREAKERS ARE TO BE REPLACED BY EITHER SQUARE D OR SIEMENS PANEL WITH EQUAL RATINGS. BREAKER CONFIGURATION AS SHOWN IN PANEL SCHEDULE ON SHEET E-1 (CONFIM HVAC BREAKER RATINGS PRIOR TO PURCHASING BREAKERS. RE-USE EXISTING FEED FROM 400 AMP, 3-PHASE PANEL ON GROUND LEVEL. PROVIDE PANEL DIRECTORY UPON COMPLETION OF WORK.
HVAC IS FED FROM ANOTHER PANEL REPORTED TO BE ON THE FIRST FLOOR. THESE CIRCUITS ARE TO REMAIN THE SAME. IF TEMPORARY DISCONNECT IS REQUIRED, HVAC EQUIPMENT TO BE RECONNECTED TO EXISTING CIRCUITS.

LIGHTING PLAN NOTES

1. IN EIGHT SMALL OFFICES, SWITCHES WILL NEED TO BE DESPARD SWITCHES OR SIMILAR. IF NARROW PROFILE SWITCHES COMPATIBLE WITH OCCUPANCY SENSORS ARE NOT AVAILABLE, ELIMINATE OCCUPANCY SENSORS.
2. IT IS ACCEPTABLE TO THE ENGINEER TO USE 3-WAY SWITCHING WHERE CONVENIENT. CONSULT ITH OWNER'S REPO PRIOR TRO INSTALLING SINGLE POLE SWITCHES.

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FAX.(386)257-5650
AR93986

DAVID D. OGLE, JR. AR93986

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|

DOCUMENT HISTORY

INTERIOR REMODEL for:
NEW SMYRNA BEACH
FINANCE DEPARTMENT
210 Sams Ave.
New Smyrna Beach, FL

ARCH/ENGR OF RECORD
JOHN E. HALL AR0010727
DAVID D. OGLE AR93986

| DESIGNED BY | DRAWN BY |
|---|---|
| DO | SC / JH |
| ISSUE DATE | AE PROJECT NUMBER |
| 30-JAN.-2026 | 2516 |

SHEET TITLE
FLOOR PLAN - LIGHTING

DRAWING NO.
E2

**ADDENDUM 1**
**ITB 07-26-FIN, FINANCE OFFICE REMOVATION**
**March 23, 2026**

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1to ITB 07-26-FIN, Finance Office Renovation, issued March 4, 2026.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors. This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

---

**Attachments:** Prebid Sign In Sheet
Prebid Minutes

**Questions/Answers:**

1. **Question**: Please indicate if there is a required vendor for access control that is to be used for Hardware set No. 2.

   **Answer:** No there is not.

2. **Question**: Would the use of demountable walls be considered for the office walls (glass fronts and divider walls)?

   **Answer:** Documents are to be bid as drawn. After bid, demountable walls may be an acceptable VE/ alternate item if requested by owner.

3. **Question**: On page E-2: it shows a dimmer switch for the conference/corridor/entry lighting but it seems that we are unable to get a despard dimmer switch as per their specs. Are toggle or decora frame switches (which are installed currently) with a dimmer slide acceptable?

   **Answer:** Yes, toggle or decora frame switches that match existing are acceptable.

4. **Question**: What is the Project Budget?

   **Answer:** The contractor shall bid the project per the contract documents.

5. **Question**: The electrical plans contain conflicting information regarding Panel D-1. The panel schedule indicates a 225A panel with a 225A main breaker rated at 10,000 AIC, however, the electrical notes specify 22,000 AIC, and the panel drawing shows a 100A panel. Please clarify the correct panel ampacity, main breaker size, and AIC rating to be used for procurement and installation.

   **Answer:** Panel is to have 22,000 AIC.

6. **Question**: Panel schedule shows a 225 MCB panel, but the one-line diagram shows a 100a panel. Which is correct?

   **Answer:** Panel is to be 100amp.

7. **Question**: Are the switches in the offices to be dimmers? They don't make Despard switches capable of dimming.

   **Answer:** Yes, the offices are to have dimmers. Per question 3, toggle or decora frame switches that match existing are acceptable.

8. **Question**: Can the switches in the offices be move to framed walls?

   **Answer:** Documents are to be bid as drawn. After bid, switched moved to framed walls may be an acceptable VE/ alternate item if requested by owner.

9. **Question**: There are no exit signs shown on the print. Which doors are path of egress?

   **Answer:** Door 01 has existing exit sign that is to be removed, salvaged, and reinstalled. Provide new wall mounted exit sign that matches existing, at door 08 in front of soffit.

10. **Question**: Who is responsible for the phone/data and TV cabling and equipment?

    **Answer:** The Contractor.

**ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME**

Instructions: This pageshall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): _____ Proposer Signature: _____

Firm Name (Print): _____

**ITB 07-26-FIN, Finance Office Renovation**

**Prebid/Site Visit: March 12, 2026 @ 3:00 pm**

**210 Sams Avenue, New Smyrna Beach Florida 32168**

| Attendees | | |
|---|---|---|
| **Name and Firm Represented** | **Mailing & Street Address** | **Telephone & Email Address** |
| Janet Vivian, Purchasing Manager, City of New Smyrna Beach, Florida | 210 Sams Avenue, New Smyrna Beach, Florida, 32168 | 386-410-2654<br>jvivan@cityofnsb.com |
| Jesse Kobe, Capital Projects Director, City of New Smyrna Beach | 210 Sams Avenue, New Smyrna Beach, Florida, 32168 | 386-410-2613<br>jkobe@cityofnsb.com |
| ADAM FISCHER<br>PAVCO | 505 S NE AVE<br>MELBOURNE, FL 32901 | 321-951-2052<br>ADAM@PAVCOLLC.com |
| Steven Longfritz<br>DG Meyer | 345 Madison Ave<br>Daytona Beach 32114 | 386-566-3076<br>SLongfritz@dgmeyer.com |
| MIKE HYDE<br>PAUL CULVER CONST. | 201 OSCEOLA AVE<br>DAYTONA BEACH 32114 | 386-763-4590<br>mhydepaulculver-construction.com |
| Schyler Cerqueira<br>Hall + Ogle Architects | 208 Magnolia Ave<br>Daytona Beach | 386-255-6163<br>scerqueira@hoarchitects.com |
| JOHN HALL<br>HALL & OGLE ARCH | " | JHALL@HOARCHITECTS |
| David Ray<br>NSB Public Works | City of NSB | 386 410 2202 |
| James Doyle<br>Coastal Electrical | | James@CoastalElectrical Contracting.com<br>386-451-8841 |
| | | |



Please Print

**ITB 07-26-FIN, Finance Office Renovation**

**Prebid/Site Visit: March 12, 2026 @ 3:00 pm**

**210 Sams Avenue, New Smyrna Beach Florida 32168**

| Attendees | | |
|---|---|---|
| **Name and Firm Represented** | **Mailing & Street Address** | **Telephone & Email Address** |
| BILL DEMARTA AG PEIFER CONST. | 3629 OLD DELAND RD DAYTONA BEACH FL | 386-257-4448 AGPEIFERINC@GMAIL.COM |
| NICHOLAS BLESSING FLORIDA ELECTRICAL SOLUTIONS | 739 N. VOLUSIA AVE ORANGE CITY, FL 32763 | 386.218.4195 NBLESSING@FLORIDAES.COM |
| Tyler West James Co Builders | 3425 Lake Center Drive. Mount Dora, FL 32757 | 919-452-2330 tyler@jamescobuilders.com |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |



Please Print

**Pre-Bid Meeting Notes**

ITB 07-26-FIN, Finance Office Renovation

210 Sams Avenue, New Smyrna Beach, Fl. (Inside Lobby)

Date: March 12, 2026 @Time: 3:00 P.M.

1. Project Contacts

- Jesse Kobe, Capital Projects Director
- Janet Vivian, Purchasing Manager

Several members of the public were in attendance. A sign-in sheet was provided and is attached.

---

2. Introduction

- The Purchasing Manager for the City of New Smyrna Beach opened the meeting and provided an overview of the project.
- Attendees were asked to sign in using the provided sign-in sheet.
- The meeting was then turned over to Jesse Kobe, Capital Projects Director for the City of New Smyrna Beach.

---

3. Meeting Summary

- Jesse Kobe led the meeting and provided an overview of all aspects of the project.
- Contractors in attendance were invited to walk the second floor of City Hall, where the project is located.
- Contractors were also invited to walk around the exterior of the building to view potential staging areas.
- Contractors were reminded that all questions must be submitted through OpenGov no later than 5:00 p.m. on March 23rd. Responses will be issued via an addendum posted in OpenGov.
- Bids are due on or before 2:00 p.m. on April 6th.
- Bids will be publicly opened at 3:00 p.m. on April 6th.

**Meeting was adjourned at 3:50 PM.**

City of New Smyrna Beach
Purchasing
Janet Vivian, Purchasing Agent
210 Sams Avenue, New Smyrna Beach, FL 32168

# EVALUATION TABULATION

## ITB No. 07-26-FIN

## Finance Office Renovation

RESPONSE DEADLINE: April 6, 2026 at 2:00 pm
Report Generated: Tuesday, April 7, 2026

### SELECTED VENDOR TOTALS

| Vendor | Total | Contractor's Contingency | Contractor's Total |
|---|---|---|---|
| Town of Floors LLC | $153,700.00 | 15% = $23,055 | $ 176,755.00 |
| A.G. Pifer Construction Co. Inc. | $231,294.63 | 15% = $34,694.1945 | $ 265,988.82 |
| Paul Culver Construction, Inc. | $234,397.00 | $35,159.55 | $ 269,556.55 |
| P.A.V.C.O. Contracting Group, LLC | $253,171.00 | 15% = $37,975.65 | $291,146.65 |
| Qualis General Contractors | $274,344.00 | 2.5% = $6,858.60 | $281,202.60 |
| Saboungi Construction, Inc. | $277,124.00 | 15% = $41,568.60 | $318,692.60 |
| Modev Group, LLC | $330,082.00 | 15% = $49,512.30 | $379,594.30 |
| Ulloa Management Group, LLC | $614,498.00 | 10% = $61,449.80 | $675,947.80 |

## PRICING TABLE (Table 1 of 2)

| Pricing Table | | | | | A.G. Pifer Construction Co. Inc. | | Modev Group, LLC | | Paul Culver Construction, Inc. | | P.A.V.C.O. Contracting Group, LLC | | Qualis General Contractors | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total |
| X | 1 | Base Bid | 1 | Base Bid | $228,294.63 | $228,294.63 | $321,722.00 | $321,722.00 | $227,162.00 | $227,162.00 | $249,171.00 | $249,171.00 | $268,944.00 | $268,944.00 |
| X | 2 | Payment and Performance Bond | 1 | PP Bond | $3,000.00 | $3,000.00 | $8,360.00 | $8,360.00 | $7,235.00 | $7,235.00 | $4,000.00 | $4,000.00 | $5,400.00 | $5,400.00 |
| Total | | | | | | $231,294.63 | | $330,082.00 | | $234,397.00 | | $253,171.00 | | $274,344.00 |

## PRICING TABLE (Table 2 of 2)

| Pricing Table | | | | | Saboungi Construction, Inc. | | Town of Floors LLC | | Ulloa Management Group, LLC | |
|---|---|---|---|---|---|---|---|---|---|---|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total |
| X | 1 | Base Bid | 1 | Base Bid | $274,380.00 | $274,380.00 | $150,700.00 | $150,700.00 | $585,236.00 | $585,236.00 |
| X | 2 | Payment and Performance Bond | 1 | PP Bond | $2,744.00 | $2,744.00 | $3,000.00 | $3,000.00 | $29,262.00 | $29,262.00 |
| Total | | | | | | $277,124.00 | | $153,700.00 | | $614,498.00 |

## CONTRACTOR'S CONTINGENCY

| Contractor's Contingency | | | A.G. Pifer Construction Co. Inc. | Modev Group, LLC | Paul Culver Construction, Inc. | P.A.V.C.O. Contracting Group, LLC | Qualis General Contractors | Saboungi Construction, Inc. | Town of Floors LLC | Ulloa Management Group, LLC |
|---|---|---|---|---|---|---|---|---|---|---|
| Line Item | Description | Unit of Measure | Percentage | Percentage | Percentage | Percentage | Percentage | Percentage | Percentage | Percentage |
| 1 | Contingency | 15% of Total | 15% | 15% | 35159.55% | 15% | 2.5% | 15% | 15% | 10% |

## VENDOR QUESTIONNAIRE PASS/FAIL

| Question Title | A.G. Pifer Construction Co. Inc. | Modev Group, LLC | P.A.V.C.O. Contracting Group, LLC | Paul Culver Construction, Inc. | Qualis General Contractors | Saboungi Construction, Inc. | Town of Floors LLC | Ulloa Management Group, LLC |
|---|---|---|---|---|---|---|---|---|
| Public Records Act | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass |
| Company Name and Address | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass |
| Employer Identification Number | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass |
| Solicitation Document Review | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass |
| Professional Licenses | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass |
| Bid Bond | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass |
| Contract Execution, Payment Bond, and Performance Bond | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass |
| Potential Conflict of Interest | Pass | Fail | Pass | Pass | Pass | Pass | Pass | Pass |
| Drug-Free Workplace Certification Site Information | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass |
| Florida Division of Corporations/Sunbiz* | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass |
| Submittal | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass |
| Detailed Bid | Fail | Pass | Pass | Pass | Pass | Pass | Pass | Pass |

# SUBMITTAL PACKAGE COVER PAGE

Complete bid-response package submitted through the City of New Smyrna Beach e-Procurement Portal.

| | |
|---|---|
| **Solicitation No.** | ITB 07-26-FIN |
| **Project Name** | Finance Office Renovation |
| **Owner** | City of New Smyrna Beach |
| **Project Location** | 210 Sams Avenue, New Smyrna Beach, FL 32168 |
| **Bid Due Date** | April 6, 2026, 2:00 PM |
| **Submitted By** | Everson Lage |
| **Company** | Town of Floors LLC |
| **Phone / Email** | (407) 509-0646 – elage@townoffloors.com |
| **Total Bid** | $153,700.00 |

## Submission Statement

The undersigned certifies that this submittal package is being transmitted in response to ITB 07-26-FIN, Finance Office Renovation, and that the enclosed documents constitute the bidder's complete bid-response package for Required Response Item 11 - Submittal.



Authorized Signature / Title

04/06/2026

Date

**City of New Smyrna Beach**

**Bid/Proposal Response**

Title of Project Name: Finance Office Renovation

Project ID: ITB 07-26-FIN

Company Name: Town of Floors LLC

Print Authorized Officer Name & Title: Everson Lage - President

Signature Authorized Officer: 

**Submitted Fee Amount:** $ 153,700.00

**Fee Amount Spelled Out:** one hundred fifty-three thousand, seven hundred

**Upload the following information/documents as one (1) PDF**

| Required information/documentation | Check/Included |
|---|---|
| Copy of Bid Bond, no less than 10% of the submitted bid | ✓ |
| City of NSB Form: Authorized Signature/Negotiators | ✓ |
| City of NSB Form: Vendor Information Form | ✓ |
| City of NSB Form: Vendor Summary Form | ✓ |
| City of NSB Form: Completed W9 | ✓ |
| City of NSB Form: Statement of Insurance | ✓ |
| City of NSB Form: Public Entity Crime Information Statement | ✓ |
| City of NSB Form: Disputes Disclosure | ✓ |
| City of NSB Form: Drug Free Workplace Certification | ✓ |
| City of NSB Form: Sworn Statement | ✓ |
| City of NSB Form: Non-Collusion Affidavit | ✓ |
| City of NSB Form: E-Verify | ✓ |
| City of NSB Form: Human Trafficking Affidavit | ✓ |
| City of NSB Form: Conflict of Interest | ✓ |
| City of NSB Form: Organizational Information | ✓ |
| City of NSB Form: Prohibition Against Contracting with Scrutinized Companies | ✓ |
| City of NSB Form: Smoke Free Acknowledgement | ✓ |
| City of NSB Form: List of Subcontractors | ✓ |
| City of NSB Form: References | ✓ |
| Copy of Sunbiz Registration with Active Status | ✓ |
| City of NSB Form: Signed Addendums (if applicable) | ✓ |
| | |
| | |

**City of New Smyrna Beach**

**ITB 07-26-FIN Finance Office Renovation**

**AUTHORIZED SIGNATURES/NEGOTIATORS**

The Bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

| Name | Title | Phone # |
|---|---|---|
| Everson Lage | President | (407) 509-0646 |
| | | |
| | | |
| | | |

Everson Lage
Print Name


President
Signature/Title)

Town of Floors LLC
Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship  X Partnership

_____ Joint Venture  _____ Corporation

**State of Incorporation**: Florida

**Federal I.D. or Social Security number is**: 45-4252145

## VENDOR INFORMATION

| | |
|---|---|
| **BID/RFP#:** | ITB 07-26-FIN |
| **TITLE:** | Finance Office Renovation |

| **Respondent Information** | |
|---|---|
| Company Name: Town of Floors LLC | Federal Employer Identification Number or SS Number: 45-4252145<br>DUN Number: |
| Mailing Address: 919 Windrose Dr. | Type of Entity (Circle One)<br>Corporation (Partnership) Proprietorship Joint Venture |
| City, State, Zip Code: Orlando, FL 32824 | Incorporated in the State of: Florida |
| Corporate Address: 919 Windrose Dr. | What kind of business: ("For Profit") or "Not for Profit" |
| | Is Firm in good standing: (Yes) or No |
| City, State, Zip Code: Orlando, FL 32824 | Authorized to transact business in Florida: (Yes) or No |
| Telephone No.: (407) 509-0646 | State of Florida Department of State Certificate of Authority Document No: L12000005278 |
| Email Address: elage@townoffloors.com | |
| If remittance address is different from the mailing address so indicate below. | |
| | |
| List Principals (Print): | |
| President: Everson Lage | Vice President: Yomi Santiago |
| Secretary: | Treasurer: |
| Other: | Other: |

*I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.*

*I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.*

Authorized Signature

Everson Lage
Printed Name

Title: President

Date: 04/06/2026

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

# CITY OF NEW SMYRNA BEACH
# SUPPLIER/VENDOR REGISTRATION FORM

TO BE COMPLETED BY THE SUPPLIER/VENDOR
Please allow 3-5 days for processing

**(Please type or print clearly)**

**Once completed: Email this form and the below documents to:** VendorSummaryForms@cityofnsb.com

1. **Completed and current, w9**
2. **Proof of active filing on** Sunbiz.org (Division of Corporations)

| ♦ **COMPANY / CONSULTANT / INDEPENDENT CONTRACTOR / INDIVIDUALS NAME:** (as reported to the IRS) | | | |
|---|---|---|---|
| ♦ Mailing Address:<br>919 Windrose Dr. | City:<br>Orlando | State:<br>FL | ZIP:<br>32824 |
| ♦ Corporate Address:<br>(if different) | City: | State: | ZIP: |
| ♦ Billing/Remit to Address:<br>(invoicing) | City: | State: | ZIP: |

♦ Company Main/Direct Phone Number: (888) 407-0773

♦ Contact Phone Number for Accounting Department: (407) 509-0646

♦ Email Address for Accounting Department: elage@townoffloors.com

♦ Federal Employer Identification No. (FEIN): 45-4252145

♦ Type of Service or Commodity: General Construction

Does your company accept credit cards as a payment method? Check one: (Yes) No

If yes, what is the convenience fee amount: 1.9%

Signature of Person completing Profile:

| Printed Name: | Everson Lage | Date: | 04/03/2026 |
|---|---|---|---|

Name of person or department you are working with at the City of New Smyrna Beach:
Purchasing

**To be completed by the City of New Smyrna Beach**

**Vendor #:** _____ **Entered by:** _____

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Town of Floors LLC

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☒ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ P
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
919 Windrose Dr.

Requester's name and address (optional)

City, state, and ZIP code
Orlando, FL 32824

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

or

**Employer identification number**
45 4252145

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ [signature] Date ▶ 04/03/2026

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

## STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

Town of Floors LLC

PROPOSER/BIDDER



AUTHORIZED SIGNATURE

President

OFFICER TITLE

04/06/2026

DATE

**END OF SECTION**

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

## PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

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

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

President

Authorized Signature and Title

Date: 04/06/2026

Everson Lage - President

Print Name and Title

## DISPUTES DISCLOSURE FORM

**Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.**

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO X_____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO X_____

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO X_____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # 07-26-FIN described as:

Finance Office Renovation.

Town of Floors LLC
Firm

04/06/2026
Date

President
Authorized Signature and Title

Everson Lage - President
Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

## DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.



Date: 04/06/2026

Authorized Signature

Everson Lage - President

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by Everson Lage - President
(Print Individual's Name and Title)
for Town of Floors LLC
(Print Name of Entity Submitting Sworn Statement)
whose business is General construction services

and (if applicable) its Federal Employer Identification Number (FEIN) is 45-4252145

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

x Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

_____
(Signature)

Sworn and subscribed before me this 6th day of April, 2026.

Personally known X

OR produced identification —

— 
(Type of Identification)

Victor Stodieck
(Notary)

Notary Public State of Florida

My commission expires: 8/19/29

VICTOR STODIECK
Notary Public-State of Florida
Commission # HH 712136
My Commission Expires
August 19, 2029

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

## NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Florida

County of Orange

Everson Lage, being first duly sworn, deposes and says that:

He/she is President of Town of Floors LLC, Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed

President
Title

Subscribed and sworn to before me this 6th day of April, 2026.

Victor Stodieck

Notary HH712136
Title

My Commission Expires: 8/19/29

VICTOR STODIECK
Notary Public-State of Florida
Commission # HH 712136
My Commission Expires
August 19, 2029

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

## COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

### (§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: Town of Floors LLC

Consultant E-Verify Registration Number: 2966791

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: _____

Print Name: Everson Lage

Sworn to and subscribed before me, by (X) physical presence or ( ) remote audio-visual means, this 6th Day of April, 2026. She/He is personally known to me or has produced _____ As identification.

Victor Stodieck
Notary Public

My commission expires: 8/19/29

VICTOR STODIECK
Notary Public-State of Florida
Commission # HH 712136
My Commission Expires
August 19, 2029

**Human Trafficking Affidavit**
**(Section 787.06, Florida Statutes)**

**Instruction: "Contractor"**, defined as any person or nongovernmental entity seeking to engage in business with the City of New Smyrna Beach ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

**A.** Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

**B.** Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

**Contractor:** Town of Floors LLC

**Authorized Signature:** _____ Date: 04/06/2026

Printed Name: Everson Lage

Title: President

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of April, 2026, by Everson Lage, as President on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced — as identification.

VICTOR STODIECK
Notary Public-State of Florida
Commission # HH 712136
My Commission Expires
August 19, 2029

Signature of Notary Public
Victor Stodieck
Name of Notary Typed, Printed or Stamped
My Commission Expires: 8/19/29

# CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of New Smyrna Beach

Before me, the undersigned authority, personally appeared Everson Lage

who was duly sworn, deposes, and states:

1. I am the President of Town of Floors LLC with a local office in Orlando, FL (City & State) and principal office in Orlando, FL (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **ITB 07-26-FIN Finance Office Renovation**.
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

Everson Lage
Typed Name

Signed

President
Title

04/06/2026
Dated

Sworn to and subscribed before me this 6th day of April 2026.

Personally known X OR produced identification ____. Identification type:

—

Notary Public: State of Florida County of Orange

Victor Stodieck - Victor Stodieck
Printed, typed, or stamped commissioned name of notary public

My commission expires: 8/19/29

VICTOR STODIECK
Notary Public-State of Florida
Commission # HH 712136
My Commission Expires
August 19, 2029

## ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

| TYPE OF ORGANIZATION | | |
|---|---|---|
| (Please place a check mark (✓) next to applicable type) | | |
| ☐ Corporation | ☒ Partnership | ☐ Non-Profit |
| ☐ Joint Venture | ☐ Sole Proprietorship | ☐ Other (Please specify) |
| | | |
| State of Incorporation | Florida | |
| Principal Place of Business (Enter Address) | 919 Windrose Dr. - Orlando, FL 32824 | |
| | | |
| Federal I.D. Number | 45-4252145 | |

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: Town of Floors LLC

Mailing Address: 919 Windrose Dr. - Orlando, FL 32824

Telephone Number: (407) 509-0646 Fax Number: _____ E-mail Address: elage@townoffloors.com

| Authorized Signature | Everson Lage | 45-4252145 |
|---|---|---|
| | Printed Name | FEIN |

President — Title

04/06/2026 — Date

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

## CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
## PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: Town of Floors LLC

FEIN: 45-4252145

Authorized Representative Name and Title: Everson Lage - President

Address: 919 Windrose Dr.

City: Orlando State: FL Zip: 32824

Phone Number: (407) 509-0646 Email Address: elage@townoffloors.com

Certified By: Everson Lage President,
*Print Name* *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

**CITY OF NEW SMYRNA BEACH**
**ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE**

**The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.**

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ Date: 04/06/2026

Authorized Signature and Title

Everson Lage - President

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

## Required Form: Designated List of Subcontractors
## ITB 07-26-FIN Finance Office Renovation

The Proposer proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Proposer shall not substitute subcontractors without approval from the City. Vendor shall attach additional sheets as necessary.

| ***Subcontractor 1:*** | | | |
|---|---|---|---|
| *Name:* | Resource Management Team LLC | | |
| *City, State:* | Orlando, FL | | |
| *Description of Work:* | Finishes and temp. staff. | | |
| *Percent of Total Bid Cost:* | 45% | *Florida Contractor's License #* | CGC1540089 |

| ***Subcontractor 2:*** | | | |
|---|---|---|---|
| *Name:* | | | |
| *City, State:* | | | |
| *Description of Work:* | | | |
| *Percent of Total Bid Cost:* | | *Florida Contractor's License #* | |

| ***Subcontractor 3:*** | | | |
|---|---|---|---|
| *Name:* | | | |
| *City, State:* | | | |
| *Description of Work:* | | | |
| *Percent of Total Bid Cost:* | | *Florida Contractor's License #* | |

## Required Form: Designated List of Subcontractors

| ***Subcontractor 4:*** | | | |
|---|---|---|---|
| *Name:* | | | |
| *City, State:* | | | |
| *Description of Work:* | | | |
| *Percent of Total Bid Cost:* | | *Florida Contractor's License #* | |

| ***Subcontractor 5:*** | | | |
|---|---|---|---|
| *Name:* | | | |
| *City, State:* | | | |
| *Description of Work:* | | | |
| *Percent of Total Bid Cost:* | | *Florida Contractor's License #* | |

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL/BID.**

## REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

| **Project #1:** | | | | |
|---|---|---|---|---|
| Project Name: Disney Contemporary Resort Renovations | | | | |
| Type of Project/Service: Renovations of Guestroom and public areas | | | | |
| Address: 4600 Word Dr. Lake Buena Vista, FL 32830 | | | | |
| Contracting Agency/Client: Walt Disney World Resorts | | | | |
| Contact Name and Phone #: Dennis Cardoso - (407) 760-9723 | | | | |
| Contact Email Address and Fax #: dennis.m.cardoso@disney.com | | | | |
| Contract Amount: $350,000.00 | Start Date: Jan/2024 | | End Date: Apr/2024 | |
| **Project #2:** | | | | |
| Project Name: Iglesia Tampa Bay | | | | |
| Type of Project/Service: Internal church areas renovations | | | | |
| Address: 14214 N Nebraska Ave. Tampa, FL 33613 | | | | |
| Contracting Agency/Client: Iglesia de Dios Pentecostal - Tampa Bay | | | | |
| Contact Name and Phone #: Alfonso Santiago - (813) 972-0444 | | | | |
| Contact Email Address and Fax #: pastoralfonsosantiago@gmail.com | | | | |
| Contract Amount: $140,000.00 | Start Date: | Sep/2025 | End Date: | Dec/2025 |
| **Project #3:** | | | | |
| Project Name: Porto Fino Hotel Renovations | | | | |
| Type of Project/Service: Complete Guestrooms and Restrooms renovations | | | | |
| Address: 5601 Universal Blvd. Orlando, FL 32819 | | | | |
| Contracting Agency/Client: NHCS General Construction | | | | |
| Contact Name and Phone #: Chris Lofton - (407) 722-6119 | | | | |
| Contact Email Address and Fax #: clofton@nhcsllc.net | | | | |
| Contract Amount: $450,000.00 | Start Date: | Apr/2024 | End Date: | Jun/2024 |

| Project #4: | | | | |
|---|---|---|---|---|
| Project Name: Disney Springs Public Restrooms Rehab | | | | |
| Type of Project/Service: Entire rehabilitation of public restrooms on Disney Springs | | | | |
| Address: 1486 Buena Vista Dr. Lake Buena Vista, FL 32830 | | | | |
| Contracting Agency/Client: Walt Disney World Resorts | | | | |
| Contact Name and Phone #: Brian Crain - (407) 467-8430 | | | | |
| Contact Email Address and Fax #: brian.crain@disney.com | | | | |
| Contract Amount: $400.000,00 | Start Date: | Nov/2024 | End Date: | Nov/2024 |

| Project #5: | | | | |
|---|---|---|---|---|
| Project Name: The Kitchen at Hard Rock Hotel | | | | |
| Type of Project/Service: Full renovation top to bottom | | | | |
| Address: 5800 Universal Blvd, Orlando, FL 32819 | | | | |
| Contracting Agency/Client: NHCS General Construction | | | | |
| Contact Name and Phone #: Chris Lofton - (407) 722-6119 | | | | |
| Contact Email Address and Fax #: clofton@nhcsllc.net | | | | |
| Contract Amount: $480,000.00 | Start Date: | Sep/2023 | End Date: | Nov/2023 |

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**

**ADDENDUM 1**
**ITB 07-26-FIN, FINANCE OFFICE REMOVATION**
**March 23, 2026**

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1to ITB 07-26-FIN, Finance Office Renovation, issued March 4, 2026.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors. This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

---

**Attachments:** Prebid Sign In Sheet
Prebid Minutes

**Questions/Answers:**

1. **Question**: Please indicate if there is a required vendor for access control that is to be used for Hardware set No. 2.

   **Answer:** No there is not.

2. **Question**: Would the use of demountable walls be considered for the office walls (glass fronts and divider walls)?

   **Answer:** Documents are to be bid as drawn. After bid, demountable walls may be an acceptable VE/ alternate item if requested by owner.

3. **Question**: On page E-2: it shows a dimmer switch for the conference/corridor/entry lighting but it seems that we are unable to get a despard dimmer switch as per their specs. Are toggle or decora frame switches (which are installed currently) with a dimmer slide acceptable?

   **Answer:** Yes, toggle or decora frame switches that match existing are acceptable.

4. **Question**: What is the Project Budget?

   **Answer:** The contractor shall bid the project per the contract documents.

5. **Question**: The electrical plans contain conflicting information regarding Panel D-1. The panel schedule indicates a 225A panel with a 225A main breaker rated at 10,000 AIC, however, the electrical notes specify 22,000 AIC, and the panel drawing shows a 100A panel. Please clarify the correct panel ampacity, main breaker size, and AIC rating to be used for procurement and installation.

   **Answer:** Panel is to have 22,000 AIC.

6. **Question**: Panel schedule shows a 225 MCB panel, but the one-line diagram shows a 100a panel. Which is correct?

   **Answer:** Panel is to be 100amp.

7. **Question**: Are the switches in the offices to be dimmers? They don't make Despard switches capable of dimming.

   **Answer:** Yes, the offices are to have dimmers. Per question 3, toggle or decora frame switches that match existing are acceptable.

8. **Question**: Can the switches in the offices be move to framed walls?

   **Answer:** Documents are to be bid as drawn. After bid, switched moved to framed walls may be an acceptable VE/ alternate item if requested by owner.

9. **Question**: There are no exit signs shown on the print. Which doors are path of egress?

   **Answer:** Door 01 has existing exit sign that is to be removed, salvaged, and reinstalled. Provide new wall mounted exit sign that matches existing, at door 08 in front of soffit.

10. **Question**: Who is responsible for the phone/data and TV cabling and equipment?

    **Answer:** The Contractor.

**ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME**

Instructions: This pageshall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Everson Lage Proposer Signature: 

Firm Name (Print): Town of Floors LLC

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**ECHOLS, CARSON PRICE**

TOWN OF FLOORS, LLC
919 WINDROSE DR
ORLANDO FL 32824

**LICENSE NUMBER: CGC1539711**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 12/30/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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# CONSTRUCTION CONTRACT

## CITY OF NEW SMYRNA BEACH
## VOLUSIA COUNTY, FLORIDA

**This Agreement**, dated this ___ day of _____, 2026, by and between the **CITY OF NEW SMYRNA BEACH**, hereinafter called the **OWNER**, and Town of Floors, LLC., a corporation organized and existing under the laws of the State of Florida and hereinafter called the **CONTRACTOR,** is awarded as a result of solicitation ***ITB 07-26-FIN, Finance Office Renovation***.

**WITNESSETH:** The Owner and the Contractor, for the consideration stated herein, agree as follows:

### ARTICLE I: Scope of Work

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to complete the construction of and all appurtenant work thereto, described in the following document, hereby fully incorporated into this Contract:

**ITB 07-26-FIN, Finance Office Renovation**
City of New Smyrna Beach, Florida

All work shall be in strict compliance with the drawings and specifications, including any and all Addenda, and together with all Contract Documents hereinafter enumerated and made a part thereof.

It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished and said work performed and completed subject to the approval of the Owner.

### ARTICLE II: Contract Price

The Owner shall pay the Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

**$153,700.00**

**Spelled out: One Hundred Fifty-Three Thousand Seven Hundred Dollars and 00/100**

In addition, a contractor's contingency allowance in an amount not to exceed fifteen percent (15%) of the Base Contract Price, or $23,055.00, is established for potential unforeseen conditions or scope adjustments. The total Contract amount, inclusive of the 15% contingency, shall not exceed $176,755.00.

Payment will be made in accordance to the awarded bid proposal and the above negotiated agreed upon Contract Price. Change orders, including additions and deductions, must be approved in writing by the Owner. Any change, where the Contractor has materially deviated from the proposed design shall be borne by the Contractor unless such deviation is agreed to in writing by Owner.



Contractor's Initials: EBL
Construction Contract, Rev. 01.26

## ARTICLE III: Contract Time

The Contractor agrees to commence work within **Ten (10) CALENDAR DAYS** after the date of the Notice to Proceed letter and shall achieve Substantial Completion within **Sixty (60)** consecutive calendar days thereafter. The Contractor shall have an additional thirty (30) consecutive calendar days from the date of Substantial Completion to achieve Final Completion.

## ARTICLE IV: Inspection by Contractor

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with same; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all the proposed work and for having satisfied himself as to the character of the route, the location, surface and under-ground obstructions and nature thereof, the nature of the groundwater conditions and other physical characteristics of the work and work area in order that he may include in the prices which he has bid and the prices of the Contract, all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the Contract prices herein agreed upon, and that this Contract price is based upon these inspections and examination.

## ARTICLE V: Liquidated Damages

If the work is not completed within the time specified in Article III of this Contract, the Contractor shall pay the Owner, as liquidated damages, the sum of **TWO HUNDRED FIFTY DOLLARS ($250)** for each consecutive calendar day thereafter until the work is completed, and as outlined in the Supplemental General Conditions.

## ARTICLE VI: Right to Require Performance

The failure of the City at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same or be considered a waiver of such provision, nor shall a waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

## ARTICLE VII: Component Parts of the Contract

This Contract consists of the following Contract Documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

- City Advertised Bid with Construction Specifications, Drawings and Addendums
- Awarded Bid Proposal with Bid Bond

The Contractor must provide the following documents within fourteen (14) days upon acceptance of the bid by City Commission. All of which are familiar to the Contractor and are component parts of the contract.

- Certificate of Insurance
- Performance/Payment Bond

Upon completion of the project, the Contractor shall provide the Owner with the Warranty of Title.

**ARTICLE VIII: Severability**

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

**ARTICLE IX: Force Majeure**

No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God
b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)
c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest
d) Government order or law
e) Actions, embargoes or blockades in effect on or after the date of this Agreement
f) Action by any governmental authority
g) National or regional emergency
h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and
i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

**ARTICLE X: Human Trafficking**

This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit.

**ARTICLE XI: Construction**

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

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

| Attest | Town of Floors, LLC. |
|---|---|
| *Authorized Signature* | *Authorized Signature* |
| Name and Title: Roger Dionisio, Representative | Everson Lage, President |
| Address: 7600 Southland Blvd. Ste 101, Orlando, FL 32809 | Address: 919 Windrose Drive, Orlando, Florida, 32824 |
| Date: 04/14/2026 | Date: 04/14/2026 |

| 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: _____

Approved by the City Commission of the City of New Smyrna Beach at a meeting held on this ___ day of _____, 2026 under Agenda Item No._____.

**THE CITY OF NEW SMYRNA BEACH - FINANCE**

**CONSIDER THE APPROVAL TO PURCHASE OFFICE FURNITURE FOR THE FINANCE DEPARTMENT.**

**April 28, 2026**

---

**Background:**

The Finance Department has experienced sustained growth in staffing levels, workload, and overall operational responsibilities. As a result, the department has outgrown its current office space, which no longer adequately supports efficient workflows, private office needs, or appropriate collaborative and confidential meeting areas.

In August 2025, the City entered into a contract with Hall & Ogle Architects to provide architectural and engineering services for the design and layout of renovations to the Finance Department offices located on the second floor of City Hall. The proposed renovation was developed to address existing space limitations while accommodating anticipated future needs. The design maximizes the use of the existing footprint and improves operational efficiency and workspace utilization.

The proposed renovation will reconfigure the existing office layout to better support current staffing levels and departmental functions. The renovation will:

- Increase the number of private offices from five (5) to nine (9);
- Add two (2) additional workstations; and
- Create a small conference space to support internal meetings, collaboration, and confidential discussions.

To furnish the renovated space, staff solicited proposals from three (3) vendors:

- BOS Furniture: Available through a State of Florida contract; able to provide all required furniture components and installation services.
- KI: Available through a State of Florida contract; however, unable to accommodate the requested desk specifications.
- Vernal Space: Provided pricing for desks only.

BOS Furniture was determined to be the most responsible and responsive vendor. BOS Furniture is available through a state contract, provided complete furniture specifications, can meet required timelines, and includes installation services. The total cost proposal is $63,138.68, inclusive of installation.

Staff recommends approval of the purchase of furniture for the Finance Department from BOS Furniture in the amount of $63,138.68.

**Fiscal Analysis:**
Funds have been budgeted in the current fiscal year.

**Strategic Plan Item:**
No

Staff Report Created By: Janet Vivian - Purchasing Coordinator

**Attachments:**

Proposal 106532
Floor Layout

INSPIRING WORKSPACE FURNISHINGS

200 Technology Park Lake Mary, FL 32746
407-805-9911 | www.bos.com

# Proposal

**Sold To:** City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

ATTN: Janet Vivian
Phone: 386-410-2654
Email: jvivian@cityofnsb.com

**Install At:** City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL
32168-3216

ATTN: Janet Vivian
Phone: 386-410-2654
Email: jvivian@cityofnsb.com

| | |
|---|---|
| **Quote #:** | 106532 |
| **Date** | 04/16/2026 |
| **Customer PO #:** | |
| **Salesperson** | Andrea Ferrarini |
| **Terms** | 50% DEP NET 15 |

City of New Smyrna Beach Finance Dept

STATE OF FLORIDA CONTRACT# 56120000-24-NY-ACS

| Description | Extended |
|---|---|
| Note | $0.00 |

| Line | Qty | Product | Unit | Extended |
|---|---|---|---|---|
| *2* | **1.00** | **NOTE**<br>Finishes to be Confirmed<br>BOS Order Note<br><br>% Off List: 0.00<br>List $ 0.00 | $0.00 | $0.00 |

| Description | Extended |
|---|---|
| Conference Room | $5,797.50 |

| Line | Qty | Product | Unit | Extended |
|---|---|---|---|---|
| *3* | **1.00** | **X-CTB4896R**<br>Cbx Table Boat 48d X 96w 2mm 1 Sec 2 A-base<br>RO-L1032:Brazilwood<br>RO-E132A:Brazilwood<br>A_2BP_E:Power Option E 2-Base<br>A_DCCP2_S72:Double Power Silver 1-Cord End 4 Out/4 USB 72" Cord<br>Daisy Ch<br>LAMCT-A:Grade A Laminates<br>RO-L0406:Brazilwood<br>AIS<br><br>% Off List: 82.00<br>List $ 8,155.00 | $1,467.90 | $1,467.90 |
| *4* | **8.00** | **5623YB4.A95**<br>Focus, Highback, Upholstered Pad, Enhanced Synchro Cntrl, A95 Fully Multi-Adj Arms<br>FABRIC:Fabric Grade Selections<br>~:No Selection<br>FG4:Fabric/Vinyl Grade 4<br>OMNI:Omni Color Selection<br>MARINE:Omni Marine<br>Z2:Silver Back Support<br>S0:Standard Cylinder<br>~:No Heavy Duty Upgrade<br>B0:Std Black Base<br>C14:Hard Floor and Carpet Casters<br>~:No Seat Depth Adjusment Upgrade<br>LB1:Adjustable Lumbar Support<br>KD:Knocked Down | $541.20 | $4,329.60 |

SIT ON IT

% Off List: 60.00
List $ 1,353.00

| Description | Extended |
|---|---|
| Offices | $43,806.41 |

| Line | Qty | Product | Unit | Extended |
|---|---|---|---|---|
| *5* | **1.00** | **T-RDR3629AXG**<br>TBL, Rnd, 2mm, 36Dx29H, ALX30, Gld<br>RO-E132A:Brazilwood<br>LAMTABA:Grade A Laminate<br>RO-L0406:Brazilwood<br>PAINTP29G:29" 1-Leg Glide Post Paint<br>PAINTTL-A001:Grade A Paint<br>RO-P0093:Metallic Silver<br>PAINTF30X4:30" Aluminum Post Foot<br>PAINTF30:30" T-Base Foot Paint<br>PAINTTF-A001:Grade A Paint<br>RO-P0093:Metallic Silver<br>AIS<br><br>% Off List: 82.00<br>List $ 1,557.00 | $280.26 | $280.26 |
| *6* | **4.00** | **5652B3.A130**<br>Focus, Side Chair, Upholstered Back, Silver Frame, A130 Arm<br>FABRIC:Fabric Grade Selections<br>~:No Selection<br>FG4:Fabric/Vinyl Grade 4 Selection<br>OMNI:Omni Color Selection<br>MARINE:Omni Marine<br>GL2:Performance Multi-Surface Glide<br>SIT ON IT<br><br>% Off List: 60.00<br>List $ 824.00 | $329.60 | $1,318.40 |
| *7* | **9.00** | **A-LEDTL-61540**<br>40 Led Task Light, W/ Dimmer & Transformer<br>AIS<br><br>% Off List: 77.25<br>List $ 904.00 | $205.66 | $1,850.94 |
| *8* | **9.00** | **RH-WFB19**<br>Wesko File Bar 19<br>AIS<br><br>% Off List: 77.25<br>List $ 79.00 | $17.97 | $161.73 |
| *9* | **4.00** | **X-CHW3LP243666**<br>CBX WallMount 3Leg Cntilvr HAT 66W Main-L 2436 Rturn w/ Pwr<br>RO-L1032:Brazilwood<br>RE-DOMINO-MS:Domino Satin/Silver 2) Outlets, 1 USB, 1 USB-C<br>RO-L1032:Brazilwood<br>W-GRC3GV1:Grommet Cover - Grey<br>RW-GRRA:A - No Grommets<br>~:(STD)<br>RW-GRRA:A - No Grommets<br>~:(STD)<br>LAMTABA:Grade A Laminate<br>RO-L0406:Brazilwood<br>LAMTABA:Grade A Laminate<br>RO-L0406:Brazilwood<br>RO-E032A-V2:Brazilwood<br>RO-E032A-V2:Brazilwood<br>XCH3LK24-S-P:Metallic Silver | $1,977.48 | $7,909.92 |

AIS

% Off List: 82.00
List $ 10,986.00

| | | | | |
|---|---|---|---|---|
| *10* | **5.00** | **X-CHW3RP243666**<br>CBX WallMount 3Leg Cntilvr HAT 66W Main-R 2436 Rturn w/ Pwr<br>RO-L1032:Brazilwood<br>RE-DOMINO-MS:Domino Satin/Silver 2) Outlets, 1 USB, 1 USB-C<br>RO-L1032:Brazilwood<br>W-GRC3GV1:Grommet Cover - Grey<br>RW-GRRA:A - No Grommets<br>~:(STD)<br>RW-GRRA:A - No Grommets<br>~:(STD)<br>LAMTABA:Grade A Laminate<br>RO-L0406:Brazilwood<br>LAMTABA:Grade A Laminate<br>RO-L0406:Brazilwood<br>RO-E032A-V2:Brazilwood<br>RO-E032A-V2:Brazilwood<br>XCH3LK24-S-P:Metallic Silver<br>AIS<br><br>% Off List: 82.00<br>List $ 10,986.00 | $1,977.48 | $9,887.40 |
| *11* | **9.00** | **X-HATM1260**<br>Cbx Suspended Hat Modesty 12h For 60w (44 Actual)<br>RO-L1032:Brazilwood<br>AIS<br><br>% Off List: 82.00<br>List $ 921.00 | $165.78 | $1,492.02 |
| *12* | **9.00** | **X-HBE30**<br>Cbx V3 HAT Base 30"<br>RO-L1032:Brazilwood<br>RL-PLG2:Silver<br>AIS<br><br>% Off List: 82.00<br>List $ 1,907.00 | $343.26 | $3,089.34 |
| *13* | **9.00** | **X-LSWM166612H**<br>CBX Wall Mounted L Shelf HORZ 16Hx66Wx12D<br>RO-L1032:Brazilwood<br>RO-L0406:Brazilwood<br>AIS<br><br>% Off List: 82.00<br>List $ 1,088.00 | $195.84 | $1,762.56 |
| *14* | **9.00** | **X-PTFFOF7418**<br>CBX FF Ped Tower with Open Front 24Dx74Hx18W<br>RO-L1032:Brazilwood<br>RECT_PULL:Rectangle Pull Color Option<br>RECT_A:Grade A Paint Rectangle Pull<br>RX-RECT-MS:Rectangle Pull Metallic Silver<br>LOCK_C:C - Silver Lock<br>RO-L1032:Brazilwood<br>AIS<br><br>% Off List: 82.00<br>List $ 3,876.00 | $697.68 | $6,279.12 |
| *15* | **9.00** | **X-WMTACK2866**<br>CBX Wall Mount Tackboard 28H x 66W<br>FABX68136A:Grade A Vertical Fabrics<br>FAB-AD:Grade A Directional Vertical Fabrics<br>SIMPLICITY:Simplicity Vertical Fabrics<br>RO-F2001:Simplicity, Blue Smooth | $215.28 | $1,937.52 |

AIS

% Off List: 82.00
List $ 1,196.00

| | | | | |
|---|---|---|---|---|
| *16* | **9.00** | **5623YB4.A95**<br>Focus, Highback, Upholstered Pad, Enhanced Synchro Cntrl, A95 Fully Multi-Adj Arms<br>FABRIC:Fabric Grade Selections<br>~:No Selection<br>FG4:Fabric/Vinyl Grade 4<br>OMNI:Omni Color Selection<br>MARINE:Omni Marine<br>Z2:Silver Back Support<br>S0:Standard Cylinder<br>~:No Heavy Duty Upgrade<br>B0:Std Black Base<br>C14:Hard Floor and Carpet Casters<br>~:No Seat Depth Adjusment Upgrade<br>LB1:Adjustable Lumbar Support<br>KD:Knocked Down<br>SIT ON IT<br><br>% Off List: 60.00<br>List $ 1,353.00 | $541.20 | $4,870.80 |
| *17* | **9.00** | **5652B3.A130**<br>Focus, Side Chair, Upholstered Back, Silver Frame, A130 Arm<br>FABRIC:Fabric Grade Selections<br>~:No Selection<br>FG4:Fabric/Vinyl Grade 4 Selection<br>OMNI:Omni Color Selection<br>MARINE:Omni Marine<br>GL2:Performance Multi-Surface Glide<br>SIT ON IT<br><br>% Off List: 60.00<br>List $ 824.00 | $329.60 | $2,966.40 |

| Description | Extended |
|---|---|
| Tech Station Seating | $1,623.60 |

| Line | Qty | Product | Unit | Extended |
|---|---|---|---|---|
| *18* | **3.00** | **5623YB4.A95**<br>Focus, Highback, Upholstered Pad, Enhanced Synchro Cntrl, A95 Fully Multi-Adj Arms<br>FABRIC:Fabric Grade Selections<br>~:No Selection<br>FG4:Fabric/Vinyl Grade 4<br>OMNI:Omni Color Selection<br>MARINE:Omni Marine<br>Z2:Silver Back Support<br>S0:Standard Cylinder<br>~:No Heavy Duty Upgrade<br>B0:Std Black Base<br>C14:Hard Floor and Carpet Casters<br>~:No Seat Depth Adjusment Upgrade<br>LB1:Adjustable Lumbar Support<br>KD:Knocked Down<br>SIT ON IT<br><br>% Off List: 60.00<br>List $ 1,353.00 | $541.20 | $1,623.60 |

| Description | Extended |
|---|---|
| Professional Services, Installation & Surcharge | $11,911.17 |

| Line | Qty | Product | Unit | Extended |
|---|---|---|---|---|

| | | | | |
|---|---|---|---|---|
| *19* | **1.00** | **PS001**<br>Professional Services<br>BOS - Professional Services<br><br>% Off List: 0.00<br>List $ 0.00 | $2,428.41 | $2,428.41 |
| *21* | **1.00** | **Delivery & Installation**<br>Receive, deliver, and install services will be completed during standard business hours, Monday through Friday, 8:00 AM to 5:00 PM.<br><br>The labor quote includes:<br><br>Building access with stair carry<br>Truck unloading with access to a parking lot<br>One continuous installation phase<br>Removal of all trash and packaging materials<br><br>Please note:<br>Any changes or deviations from the standard installation outlined above will require a revised installation quote.<br>Delays caused by other vendors or an unprepared site may result in additional charges.<br><br>Installation – Scope of Work:<br>Conference table with power and chairs<br>(9) L-shaped HAT workstations with modesty panels, tall storage, overhead units, task lighting, tackboards, and task chairs<br>Office 105: table with chairs<br>Tech stations: task chairs<br>BOS Orlando Labor<br><br>% Off List: 0.00<br>List $ 9,482.76 | $9,482.76 | $9,482.76 |
| *22* | **1.00** | **Surcharge**<br>All estimated surcharges due to tariffs, duties, taxes, and import fees associated with products purchased from BOS Holdings Inc. shall be the full responsibility of the customer. These charges are determined by the manufacturer and/or relevant authorities and must be paid by the customer at the time of importation or delivery.<br>BOS Order Note<br><br>% Off List: 0.00<br>List $ 0.00 | $0.00 | $0.00 |

# Proposal

| | |
|---|---|
| Total Product : | $51,227.51 |
| Total Labor : | $9,482.76 |
| Total Service : | $2,428.41 |
| Order Sub-Total : | $63,138.68 |
| **Project Total :** | **$63,138.68** |

Thank you for allowing BOS the opportunity to present pricing. If you should have any questions, please contact me at andrea.ferrarini@bos.com or 407-708-5917.

Sincerely,

Andrea Ferrarini

Ask us about our financing options!

**BOS Holdings and Affiliated Companies***
**TERMS AND CONDITIONS OF SALE**

**By signing this proposal, Customer, hereinafter referred to as "Purchaser" agrees to the following terms and conditions:**

1. **SCOPE:** Unless otherwise agreed in writing by the parties, these Terms and Conditions will apply to all purchases of office furniture, equipment and related services ("the Merchandise") from one or more of the companies listed above) hereinafter referred to as "Dealer" ) by Purchaser. The quotation/purchase order from Purchaser (once accepted in writing by) and all exhibits thereto will, together with these Terms and Conditions, constitute the "Agreement."
2. **GRANT OF SECURITY INTEREST:** To secure the performance of Purchaser's obligations under the Agreement, including all payment obligations, Purchaser hereby grants Dealer a security interest in the Merchandise. Purchaser agrees that Dealer may prepare and file a UCC financing statement and other instruments necessary to perfect, maintain, defend and enforce its security interest. Purchaser will sign such documents and take such other actions as Dealer may reasonably request to perfect, maintain, defend and enforce its security interest.
3. **CREDIT/PAYMENT TERMS:**
   a. Credit. This Agreement is subject to credit approval. Credit may be established upon acceptance of satisfactory credit information, including a completed credit application. In the absence of adequate credit, full or partial payment at the time of ordering and/or payment upon delivery will be required.
   b. Payment Terms. The terms of sale are as indicated on the invoice. All quotes are valid for up to 15 days. All payments will be made in U.S. dollars. Dealer will submit invoices as items are delivered or at the time of order completion. A monthly service charge of 1.5% per month (18% per annum) will be charged on all amounts not paid by Purchaser within fifteen (15) days of the invoice date and will be added to the balance outstanding.
   c. Deposits. All required deposits must be received prior to the entering of any order. Dealer will apply deposits received pro rata to outstanding invoices. No interest shall accrue against such deposit. Required deposit amount is 50% of the contract amount less the amount required by manufacturers. Additionally, Purchaser shall supply any deposits required by manufacturers.
   d. Withholding. Purchaser may withhold payment on an invoice only for damaged or non-conforming items of the Merchandise and only to the extent that such damage or failure to conform was expressly noted at the time of delivery, in writing, in accordance with Section 8(e) below. Such withholding shall in no way limit or impair Dealer's right to receive payment in full for all remaining items.
   e. Credit Cards. Purchaser agrees to pay a convenience fee of 3% of the amount paid via credit card.
4. **ADDITIONAL COSTS**
   a. Taxes. Purchaser shall pay all taxes, duties and tariffs applicable to any purchase or sale of the Merchandise. If Purchaser claims exemption from the payment of sales tax (or any similar tax that may be applicable to a purchase Purchaser will provide a completed certificate of resale or tax-exempt certificate upon Dealer's acceptance of a sale quotation or purchase order.
   b. Storage:
      i. Warehouse Shipments. Merchandise delivered via Dealer's warehouse, subject to space availability, may be held in its warehouse at the Purchaser's request at no charge for thirty (30) days. Storage charges will be invoiced for merchandise stored beyond the initial 30-day period.
      ii. Direct Shipments. When merchandise is shipped directly to Purchaser from the manufacturer, Dealer will coordinate shipments to arrive at the jobsite at a reasonable time prior to the scheduled installation date. Purchaser shall make all necessary arrangements with landlords, other contractors, and other persons that Dealer can deliver the Merchandise to the jobsite without delay or disturbance. If Dealer is prevented from delivering the merchandise to the jobsite as a result of any cause or event beyond the control of Dealer, the merchandise will be rerouted to another suitable location. Purchaser will pay all additional costs associated with such rerouting, including transportation, handling, and storage charges.
5. **DISCLAIMER OF WARRANTIES:** DEALER HEREBY DISCLAIMS AND EXCLUDES ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. All new product warranties come solely from the manufacturer. Dealer provides no warranties unless otherwise stated. All used furniture is sold "as is" without any manufacturer or dealer warranties whatsoever.
6. **CANCELLATION/RETURN/CHANGES/ADDITIONS:** All sales are final. No additions, substitutions or cancellations of any order, and no modifications or amendment of these Terms and Conditions shall be effective unless signed by duly authorized officers of Purchaser and Dealer.
7. **JOBSITE CONDITIONS**
   a. Jobsite Services. Reasonable electric current, light, heat, hoisting and elevator service and reasonable access to suitable unobstructed dock space, trash disposal facilities, and secured staging/storage areas will be furnished by Purchaser without charge to Dealer.
   b. Condition of Jobsite. Purchaser's jobsite shall be clean, clear, and free of debris prior to installation. Delivery and installation encumbrances that necessitate additional labor will result in extra charges. The jobsite shall also be free of interference and all trades in the work areas, and if jobsite is not free of such trade interference, the delivery and installation shall not proceed until such interference has been eliminated, or other arrangements are agreed to in writing. Subject to these conditions, Dealer shall be held harmless and shall not assume liability for job delay.
   c. Permits, Dock, Elevator Fees, etc.. Purchaser agrees to pay for the cost of village permits, license fees, dock fees, scaffolding and other required items if not otherwise stated in the proposal.
8. **DELIVERY/INSTALLATION**
   a. Title. Title to the Merchandise will pass to Purchaser upon delivery to the "Ship To" address specified in the Agreement.
   b. Working Hours. Delivery and installation will be made during normal working hours, unless otherwise agreed in writing. The Purchaser will pay additional labor costs resulting from overtime work performed at the Purchaser's request, at the applicable overtime rate.
   c. Responsibilities. Dealer may elect to meet direct trailer shipments at the jobsite and install without rehandling.
   d. Erection and Assembly. If trade regulations in force at the time of installation require employing on-site tradesmen to complete the installation, the labor cost differential will be additionally invoiced to the Purchaser.
   e. Receipt and Protection of Delivered Goods. Purchaser will inspect and accept the Merchandise immediately upon pickup or delivery, subject to any exceptions for damaged or non-conforming items as noted in writing at that time. If Dealer received notice in accordance with the preceding sentence, it will take all reasonable steps to replace damaged or non-conforming items of Merchandise. After delivery, all risk of loss or damage to the items, including insurance, shall be borne by the Purchaser, and destruction or loss of or damage to the Merchandise shall not affect the obligation of the Purchasers to pay for same.
9. **LIMITATION ON CLAIMS**
   a. Claims. Any action by the Purchaser for breach or enforcement of the Agreement must be filed within one (1) year of the time such cause of action arises, after which time the Purchaser shall be forever barred from bringing such action.
10. **GENERAL**
    a. Assignment. Purchaser may not transfer or assign any of its rights or obligations under the Agreement without Dealer's prior written consent, which consent may be withheld by Dealer in its sole discretion. Any attempted transfer or assignment will be void. Any assignee of Dealer shall be entitled to all its rights under the Agreement.
    b. Force Majeure. Dealer shall not be liable for any conditions resulting from any strike, lockout, work stoppage, accident, act of God, manufacturer or carrier's delay, or other delay beyond its control.
    c. Costs. Purchaser shall be responsible for any costs including legal fees incurred by Dealer in connection with the enforcement of the Agreement or the collection of Purchaser's account.
    d. Terms and Conditions Controlling. These Terms and Conditions are an essential part of the Agreement. Except as provided in the following sentence, these Terms and Conditions supersede all terms and conditions appearing on Purchaser's purchase order or any other document and all oral communications and understandings relating to the sale, rental or purchase of the Merchandise. To the extent, if any, that these Terms and Conditions are inconsistent with any provision or provisions of an existing agreement between dealer and Purchaser or a trilateral agreement among Purchaser, Dealer and a manufacturer, the latter agreement will control.
    e. Governing Law and Authority. This Agreement will be construed and enforced under the laws of the States of Illinois, Wisconsin or Florida depending on the BOS* dealership. The party signing below represents to have the corporate authority to bind the Purchaser to the terms of this agreement

*BOS Holdings and affiliated companies

| *Operating Company* | *Address* | *City* | *State* | *Zip* | *Legal entity* | *FEIN* |
|---|---|---|---|---|---|---|
| ***BOS Holdings*** | 501 S. Gary Avenue | Roselle | IL | 60172 | BOS Holdings, Inc. | 20-1751342 |
| ***BOS of Illinois*** | 501 S. Gary Avenue | Roselle | IL | 60172 | BOS of Illinois, Inc. | 36-4060500 |
| ***AOI of Madison*** | 1954 S. Stoughton Rd. | Madison | WI | 53716 | Affordable Office Interiors, LLC | 20-1763709 |
| ***BOS of Orlando*** | 200 Technology Park | Lake Mary | FL | 32746 | BOS of Florida, Inc. | 47-5547423 |
| ***BOS of Tampa*** | 1600 E. Eighth Avenue | Tampa | FL | 33605 | BOS of Florida, Inc. | 47-5547423 |
| ***Workspace Digital*** | 501 S. Gary Avenue | Roselle | IL | 60172 | BOS of Illinois, Inc. | 36-4060500 |

Agreed to:

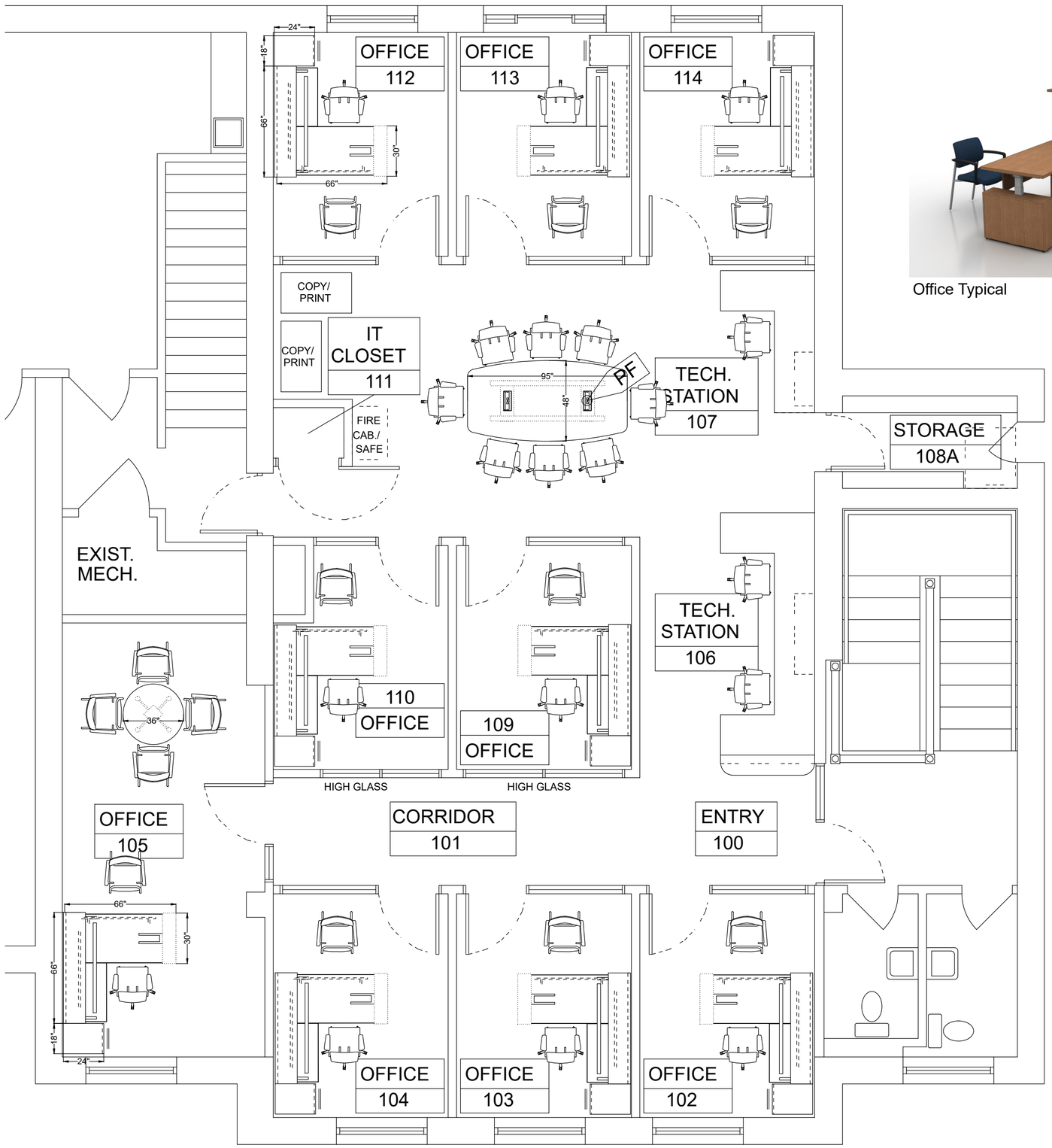
**City of New Smyrna Beach / $63,138.68 / 106532 / 04/16/2026**

Purchaser / Project Total / CORE Proposal Number / Date Proposal Issued

Purchaser

Signature / Title

Printed Name / Date




## Furniture Plan

1/4" = 1'

| ELECTRICAL LEGEND | |
|---|---|
| CP | Communication Pole |
| PP | Power Pole |
| BF | Base Feed (Hardwire) |
| PF | Base Feed (Plug-In) |

NOTES:
1. BOS Orlando to provide power in FF&E only as shown on plans, owner to provide Electrician to coordinate all connections to and from the building.
2. All low voltage (phone, data etc) to be provided by others.
3. Dimensions provided for floor core are based on the center of 6"x6" boxes.



Office Typical



Office Typical



Office 105



Conference w/Power

* Finishes to be Determined *

**BOS Orlando**
**200 Technology Park**
**Lake Mary, FL 32746**
**407.805.9911**

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# City of New Smyrna Beach

Finance Dept.
DESCRIPTION

Sharon Verea
DRAWN BY

Andrea Ferrarini
BOS CONTACT

*Note: The renderings shown on this sheet is a representation of the product specified and may not necessarily show the exact features and/or options.

4/15/2026

1/1

c:\Users\SharonVerea\BOSH\DATA-BOS-ORL-Client - 2026\c\City of New Smyrna Beach\0 DRAWINGS\New Smyrna Beach_Finance_031726.cmdrw

**THE CITY OF NEW SMYRNA BEACH - PUBLIC WORKS**

**CONSIDER APPROVAL OF A PURCHASE OF NATURAL GAS GENERATOR FOR POLICE AND FIRE DEPARTMENT.**

**April 28, 2026**

---

**Background:**

The generators at both the Police Department and the Fire Station have exceeded their useful life and no longer provide a reliable or sustainable long-term solution. As these units continue to age, the risk of mechanical failure and increased maintenance demands becomes more significant. Rather than replacing each generator individually, we are moving forward with the replacement of a single generator that is capable of servicing both facilities. This consolidated approach allows us to address the needs of both buildings in a coordinated and efficient manner while avoiding redundant equipment. In addition, this replacement aligns with the Public Works Strategic Plan by transitioning away from diesel belly-tank generators and moving toward a natural gas–powered generator. Natural gas generators offer greater reliability, improved operational consistency, and reduced maintenance requirements, making this a more practical and dependable solution moving forward.

Purchasing off of Sourcewell with Ring Power for $642,736
Additional funds for Florida Public Utilities for the natural gas meter and line estimated at $50,000

**Fiscal Analysis:**

Project Code - 312.52101.546204.26FPG and 312.52201.564204.26FPG

We have $750,000 budgeted. This approval allows the Public Works Director to sign any change order up to the budgeted amount.

**Strategic Plan Item:**

No

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

**Attachments:**

Sourcewell Contract Extension and Contract.pdf
Pricing Caterpillar 092222-CAT.pdf
NSB Quote JB26028-NG

Docusign Envelope ID: 75364628-EBC0-42E2-84D6-2F9F041E4285

# CONTRACT EXTENSION

## Contract Number: 092222-CAT

Sourcewell
202 12th Street Northeast
P.O. Box 219
Staples, MN 56479
(Sourcewell)

and

Caterpillar Inc.
100 NE Adams St

Peoria, Illinois
(Vendor) 61629-0001

have entered into Contract Number: 092222-CAT
for the procurement of: Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

The Contract has an expiration date of 2026-11-22 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2027-11-22 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...
Authorized Signature

Jeremy Schwartz
Name

Chief Operating and Procurement Officer
Title

11/3/2025 | 8:42 PM CST
Date

DocuSigned by:
Nathan Button
5091FC8E7F924F8...
Authorized Signature

Nathan Button
Name

Vice President - REPS
Title

11/3/2025 | 9:00 PM CST
Date

DocuSign Envelope ID: 1331F762-6E3C-46F1-A731-9B02CE2B2915



Sourcewell

**Solicitation Number: RFP #092222**

# CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Caterpillar Inc., 5212 N. O'Connor Blvd., Suite 1100, Irving, TX 75039 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

## 1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 22, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer used, close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

## 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

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apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

## 4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

**5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and will not be obligated to provide Equipment, Products, or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Supplier may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

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## 6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## 7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

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B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## 10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited

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assignment will be invalid. Provided, however, that Caterpillar is permitted to subcontract certain of its rights and obligations to Caterpillar dealers for performance without Sourcewell's prior written consent.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. INDEMNITY AND HOLD HARMLESS

Intentionally omitted.

## 12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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## 14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

**18. INSURANCE**

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

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D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## 19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier's Participating Dealers must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier's Participating Dealer conducts with Sourcewell and Participating Entities.

## 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## 21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally omitted.

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## 22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

12/6/2022 | 4:51 PM CST
Date: _____

Caterpillar Inc.

DocuSigned by:
Jaime Mineart
8ED6778AD1EB44E...

By: _____
Jaime Mineart
Title: Vice President & General Manager
Retail Electric Power Solutions

12/6/2022 | 6:57 PM PST
Date: _____

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO

12/6/2022 | 8:58 PM CST
Date: _____

# RFP 092222 - Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

### Vendor Details

| | |
|---|---|
| Company Name: | Caterpillar |
| Address: | 5205 N O'Connor Blvd<br>Irving, TX 75039 |
| Contact: | Jaime Mineart |
| Email: | Mineart_Jaime_M@cat.com |
| Phone: | 309-208-8238 |
| Fax: | 847-212-8020 |
| HST#: | |

### Submission Details

| | |
|---|---|
| Created On: | Thursday August 04, 2022 09:20:25 |
| Submitted On: | Thursday September 22, 2022 11:48:50 |
| Submitted By: | Jaime Mineart |
| Email: | Mineart_Jaime_M@cat.com |
| Transaction #: | 7d158290-a935-4ffc-acc0-efaa11d1bfb4 |
| Submitter's IP Address: | 198.180.154.20 |

## Specifications

### Table 1: Proposer Identity & Authorized Representatives

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

| Line Item | Question | Response * | |
|---|---|---|---|
| 1 | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier") | Caterpillar Inc. | * |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | N/A | * |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | N/A | * |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | 11083 | * |
| 5 | Proposer Physical Address: | 5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039 | * |
| 6 | Proposer website address (or addresses): | https://www.caterpillar.com/, https://www.cat.com/en_US.html | * |
| 7 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Authorized Rep: Jaime Mineart<br>Title: Vice President & General Manager, Retail Electric Power Solutions<br>Address: 5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039<br>Email: Mineart_Jaime_M@cat.com<br>Phone: (309) 208-8238 | * |
| 8 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Primary Contact: Nicole Warnstedt<br>Title: Territory Sales Manager<br>Address: 5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039<br>Email: Warnstedt_nicole_a@cat.com<br>Phone: (847) 212-8020 | * |
| 9 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Other Contact: Steve Turner<br>Title: Americas Sales Manager, Retail Electric Power Solutions<br>Address: 5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039<br>Email: Turner_Stephen_M@cat.com<br>Phone: (309) 208-8238 | |

### Table 2: Company Information and Financial Strength

| Line Item | Question | Response * | |
|---|---|---|---|

| | | | |
|---|---|---|---|
| 10 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | Caterpillar was founded in 1925 when two entrepreneurs merged their companies: Holt Manufacturing Company and C.L Best Tractor Company. The merger was a great success because the ethics of both men were focused on high quality products and the best customer support.<br><br>The key to this satisfaction is two-fold: build the best products and empower our dealers to offer the best support. Through this combination, we are proud to prove that our products offer the best value to our customers regardless of where they are located.<br><br>Caterpillar produced its first diesel engine in 1939. In 1953, Caterpillar created a division dedicated to the specific needs of a broad range of diesel engine customers, including power generation. In 2021, the Energy & Transportation segment including all Power Generation divisions contributed more than $20.2 Billion of revenue globally for Caterpillar Inc. with more than $7.6 Billion in North America alone.<br><br>Since the founding, Caterpillar Inc. has retained the culture of focusing on customer needs and supporting products after the sale. Our company culture is keenly focused on customer satisfaction and every employee realizes that a customer's experience using the product will determine whether he or she will purchase another one.<br><br>Caterpillar has a robust Code of Conduct that can be found at Caterpillar \| Code of Conduct \| Caterpillar Values in Action. Here is a quote from Jim Umpleby, Caterpillar Chief Executive Officer, summarizing this code and its significance in Caterpillar culture. "We are proud that the people on our team come from across the globe, with diverse backgrounds, experiences, and perspectives. This diverse culture and character make us stronger. What unites us within this diversity is a common set of Values; that we are not just accountable for the work we do; we also care deeply about how we do it. Our Code of Conduct defines those Values in action –what we stand for and how we conduct ourselves with our customers, suppliers and one another. Its purpose is not to provide a set of rules that covers every situation or challenge we may face, but to guide us in living those values every day. The Code of Conduct explains what Integrity, Excellence, Teamwork, Commitment and Sustainability mean to us and how we use these Values to make sound, ethical decisions. Our Code of Conduct is one of the most important documents we produce at Caterpillar.<br><br>We can prove measurable advantages in total owning and operating costs as well as tangible benefits in terms of standard safety features, telematic information sharing, and many training, and application support services offered by our dealers. | * |
| 11 | What are your company's expectations in the event of an award? | Caterpillar is honored to have served Sourcewell and its members who have purchased Cat construction equipment, work-tools, and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019. Caterpillar is the top contributor to generator sales in our current Power Generation and Services contract 120617-CAT. Together with the Machine contract, we look forward to the opportunity to further grow business and serve member needs together in this new Power Generation contract. With average 20-30% growth over the past 5 years, we will be dedicated to continuing with this annual growth. | * |

| | | | |
|---|---|---|---|
| 12 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | Maintaining financial strength is a critical priority for Caterpillar. We receive debt ratings from the major credit rating agencies. Caterpillar is "mid-A" rated by S&P and Fitch and has a "low-A" rating with a positive outlook from Moody's. Maintaining our "mid-A" credit rating is critical to our cash deployment priorities. Due to our prudent focus on financial strength, on a comparative basis Caterpillar has generally demonstrated higher profitability, lower leverage, and better liquidity than our competitor peer group. Our liquidity position is extremely strong with typically the highest percentage of cash as a percent of total assets on the balance sheet vs our competitors.<br><br>Please see 2021 Investor Presentation which provides additional details about our financial position. The full text of the SEC filing documents can be found on our public website: https://investors.caterpillar.com/financials/sec-filings/default.aspx.<br><br>In 2021 full year sales and revenues were $50.971B. Enterprise operating cash Flow was $7.2B. During the year, the company paid dividends of $2.33B and repurchased $2.67B of Caterpillar common stock. Liquidity remained strong with an enterprise cash balance of $9.25B at the end of 2021. After paying uninterrupted rising annual dividends for more than two decades, Caterpillar, Inc. (NYSE:CAT) reached the 27th consecutive year mark for inclusion in the elite group of companies designated as Dividend Aristocrats. In addition to a minimum of 25 consecutive years of dividend hikes, a company must be a component of the S&P 500 index and and must have a market capitalization of at least $3B to qualify as a Dividend Aristocrat. | * |
| 13 | What is your US market share for the solutions that you are proposing? | Market share information beyond what is made publicly available through our annual reports is considered confidential. Market share data is not readily available within the industry. There are not many manufacturers offering products for the US and Canada that meet the required regulations. Caterpillar is a significant contributor to the overall Power Generation sector within the US and Canada. | * |
| 14 | What is your Canadian market share for the solutions that you are proposing? | Market share information beyond what is made publicly available through our annual reports is considered confidential. Market share data is not readily available within the industry. There are not many manufacturers offering products for the US and Canada that meet the required regulations. Caterpillar is a significant contributor to the overall Power Generation sector within the US and Canada. | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No, Caterpillar has never filed for bankruptcy. | * |
| 16 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | Caterpillar is a world class manufacturer which distributes products through a vast and capable dealer network. Our dealers are strong independent companies and in North America alone they have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application. We believe our dealers have the largest amount of service parts available in their inventory.<br><br>Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs. Caterpillar and each dealer have signed a sales and service agreement that outlines the specific expectations from both parties. In a broad overview, Caterpillar manufactures products and sells them to our dealers. The dealers then sell those products to customers. Caterpillar does not sell directly to state and local governments.<br><br>Though we will sign this contract as a manufacturer, our dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service. This is no different than sales occurring out the terms of this agreement.<br><br>Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 120617-CAT and 062320-CAT). They have all been trained on contract usage. In fact, the current Electric Power contract is leveraged by at least 75% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our dealers agree to honor those discounts. | * |
| 17 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein. | * |

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| 18 | Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years. | Caterpillar has not been suspended or disbarred in trading history. | * |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question | Response * | |
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| 19 | Describe any relevant industry awards or recognition that your company has received in the past five years | Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards.<br><br>Fortune Magazine #78 on the Fortune 500 2021<br>Fortune Magazine World's Most Admired Companies<br>World & North America Dow Jones Sustainability Index<br>Forbes Best Employers for diversity 2020 and 2021<br>#82 Best Global Brands- Interbrand 2021<br>The Wall Street Journal Best Managed Companies in 2020 and 2021<br>The Wall Street Journal World's Most Sustainably Managed Companies<br>Human Rights Campaign Foundation Corporate Equality Index<br>Dow Jones Sustainability Index (World and North America) 21 years World’s Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide’s Global Corporate Leadership Program<br>U.S. President’s Volunteer Service Award from Junior Achievement<br>Corporate Equality Index – Human Rights Campaign Foundation<br>CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China)<br>Corporate Social Responsibility Research Center of Southern Weekly (China)<br>Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China)<br>2020 Global 500 – Fortune Magazine<br>America’s Most Responsible Companies 2020, 2021 & 2022 – Newsweek<br>Best-Managed Companies of 2020 & 2021 – The Wall Street Journal<br>Top Companies for Customer Satisfaction – The Wall Street Journal<br>The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor<br>Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World’s Most Valuable Brands 2020 – Forbes<br>2020 Best Places to Work for Disability Inclusion – Disability Equality Index<br>World’s Best Employers 2020 – Forbes<br>Best Employers for Women 2020 – Forbes<br>America’s Best Employers by State 2020 – Forbes<br>America's Best Employers for Diversity 2020 – Forbes<br>Best Employers for New Grads 2020 – Forbes<br>Global 2000 – Forbes 2020, 2021 & 2022<br>Best Employers for Veterans 2020 and 2021– Forbes<br>Top Veteran-Friendly Company – U.S. Veterans Magazine<br>#1 Great Place to Work – Great Place to Work Institute (Brazil)<br>#1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil)<br>Chile’s 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign<br>Top of Mind Company “Industry category” (Piracicaba, Brazil)<br>Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan)<br>Hyogo’s Women’s Success in Business Promotion Company – Hyogo Women Empowerment &<br>Promotion Center (Japan)<br>Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan)<br>Hyogo Childcare Supporting Company Award (Japan)<br>Science & Technology Industry Summit: Outstanding Contribution – The Economic Observer (China)<br>2020 China Good Companies: Industry Leadership – Jiemian.com (China)<br>Cat® G3520 Fast-Response, Natural Gas Generator Set Earns Gold Award in Consulting-Specifying Engineer’s 2021 Product of the Year Competition | * |
| 20 | What percentage of your sales are to the governmental sector in the past three years | The governmental and educational sector is extremely important to Caterpillar. We do not track government and education separately. However, it is safe to assume that the bulk of these sales is to state, county, municipal and special districts. We have a dedicated team to ensure success in this market. Overall, the percentage of our sales to non-federal government agencies varies between 7% and 15%. | * |

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| 21 | What percentage of your sales are to the education sector in the past three years | The governmental and educational sector is extremely important to Caterpillar. We do not track government and education separately. However, it is safe to assume that the bulk of these sales is to state, county, municipal and special districts. We have a dedicated team to ensure success in this market. Overall, the percentage of our sales to non-federal government agencies varies between 7% and 15%. | * |
| 22 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | Cat dealers typically hold contracts with states and provinces. Additionally, we are contract holders with OMNIA. Just as we would never share Sourcewell transaction information with other cooperatives, we feel it is inappropriate to share volumes with those contracts. | * |
| 23 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | Listed below are the current Power Generation GSA contracts that Caterpillar holds:<br>SIN 335999 Power Distribution Equipment:<br>2020=$736,134<br>2021=$1,353,905<br>2022 = as of today $285,951<br>Contract Number: GS07F5666R (Future sales will be under new contract: GS30F0018U) | * |

### Table 4: References/Testimonials

**Line Item 24**. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * | |
|---|---|---|---|
| City of Ogden | Monica Kapp | 801-430-2308 | * |
| United Water Conservation District | Chris Hendricks | 805-415-1554 | * |
| Renewable Water Resources | Brent Rhymer | 864-299-4000 | * |

### Table 5: Top Five Government or Education Customers

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * | |
|---|---|---|---|---|---|---|
| City of Charlotte | Government | North Carolina - NC | A city local to North Carolina | Purchased 16 units (specific to EP products) | $2,545,112 | * |
| Manatee County | Government | Florida - FL | A county local to Florida | Purchased 9 units (specific to EP products) | $1,463,479 | * |
| Bonita Springs Utilities | Government | Florida - FL | A city local to Florida | Purchased 2 units (specific to EP products) | $1,388,444 | * |
| University of Florida | Government | Florida - FL | College in Gainesville, Florida | Purchased 3 units (specific to EP products) | $1,199,583 | * |
| City of Raleigh Public Utilities | Government | North Carolina - NC | Water and sanitary sewer services | Purchased one unit (specific to EP products) | $1,034,177 | * |

### Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * | |
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| 26 | Sales force. | The Cat dealer salesforce is the most capable and highly trained in the industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. This person is offered additional in-depth training on Sourcewell and ensures that all contract terms are followed. In addition, dealers also have electric power specialists located in house to work with customers on all aspects of their power generation business.<br><br>In North America, our dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5-8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the-scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace. * |
| 27 | Dealer network or other distribution methods. | The Cat dealer network is key to the success of our company. Within Canada and the United States, we have more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and locations map in the attached “Cat Dealer Directory”. Cat dealers are independently owned and many cover an entire state or province. In some cases, dealers cross state/provincial boundaries, and in other cases, more than one dealer will be located in a state). Each dealer has multiple branches and a mobile service fleet that can serve customers regardless of location. These are full physical locations our governmental customers can use.<br><br>Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers and customers in the governmental industry. Dealers have trained specialists that cover many industries. Many of our dealer sales reps sell more than 50% of their sales through Sourcewell. To support these dealers and specialists in the field, Caterpillar has an electric power division with 30+ dedicated electric power territory managers dedicated to training and focused on the electric power industry. To help with Sourcewell sales, we have a dedicated sales rep, Nicole Warnstedt, who is expert on co-operative purchasing for the power generation group as well as an intern to assist with day to day tasks. Caterpillar also pulls together the electric power specialists into a Dealer Advisory group to have a continuous feedback loop on industry trends and to collaborate on future new product introductions. *<br><br>Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and their product support sales reps are well versed in working with government entities.<br><br>Please refer to the Cat dealer locations list and map included in "Additional Documents". |

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| 28 | Service force. | At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These people are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide<br>concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "Think Big", we are able to keep the pipeline of high quality employees full.<br><br>In addition to the technicians and mechanics that work on the generators directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time. Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support.<br><br>The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5-8 Caterpillar parts/service employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. Historically, we have exceeded our 95% 2-hour response rate target in responding to dealer service inquiries. | * |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members:<br><br>1) When a member decides to purchase a new Cat Generator, they include the contract number and their Sourcewell member number on the Purchase Order they issue to the Cat dealer.<br>2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the generator.<br>3) After the generator has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar.<br>4) At month end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee.<br>IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between<br>the member and Cat dealer directly. | * |

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| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. Should a customer ever have a problem or issue with a generator, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, Caterpillar has a standard warranty to address. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products.<br><br>With an abundance of Caterpillar Network service locations (over 468 locations) including an estimated sales and service team of 53,000, 8,000 service bays, and 8,500 field service trucks, our highly skilled/trained Caterpillar dealer technicians are in close proximity to Sourcewell customers within the US and Canada. The Caterpillar network provides unmatched service capabilities to meet customer servicing requirements.<br><br>Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar.<br><br>The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour.<br><br>Depending on a customer's needs, they may choose to handle service issues themselves, in conjunction with their dealer, or they may ask their dealer to handle them entirely. To meet the varying desires of each customer, Caterpillar offers a wide range of service programs:<br>-Cat Inspect<br>-Condition Monitoring<br>-Customer Support Agreements<br>-S-O-S Services (fluid analysis) | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | We are happy to serve all geographic areas and all Sourcewell member sectors with in the United States with our complete product and service offerings. Caterpillar has successfully utilized Sourcewell to sell generators in all states. | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | We are happy to serve all geographic areas and all Sourcewell member sectors within Canada with our complete product and service offerings. In fact, we see the Canadian market as a significant growth opportunity for Sourcewell use and are actively encouraging its use. Caterpillar currently has Canada Sourcewell growth in our Canada Dealer's 2023 Growth Plans. We have gained momentum with our current contract 120617-CAT in Canada. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | We are happy to serve all geographic areas of the United States and Canada. | * |
| 34 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | We are happy to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell.<br><br>Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting any other cooperative purchasing contracts. | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | There are no restrictions or limitations for sales to members in Hawaii, Alaska or U.S. Territories. | * |

**Table 7: Marketing Plan**

| Line Item | Question | Response * | |
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| 36 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | Caterpillar is committed to cooperating with Sourcewell to fully and continually train our 53,000+ management and sales staff within the dealer network to ensure maximum awareness and embracement of our Sourcewell contract. To show our commitment, we have engaged to deploy the proven ability of the Government Solutions Team, LLC (GST) of Lebanon, Tennessee to train and further support our sales management and dealer network in the event of a contract award in this RFP process. GST's extensive knowledge and understanding of the Sourcewell statues, history and processes will be our continual priority in the support and education of our distribution channel. GST builds Sourcewell awareness and enthusiasm within our dealer network. Consistent remote and on-site dealer training at regional and national dealer meetings will continue to lead to exemplary sales growth of our proposed Sourcewell contract. GST also staffs a Dealer Support Specialist who is dedicated to assisting sales reps with their questions and needs. Caterpillar is also listed as a strategic supplier partner for National Cooperative Purchasing Partners (NCPP), the professional association for cooperative procurement.<br><br>Documentation and training regarding Sourcewell projects are available on our internal dealer website. Caterpillar also does onsite and virtual training for dealers to educate and drive Sourcewell growth.<br><br>Our current marketing strategy with Sourcewell contract 120617-CAT proves to be effective with year-over-year sales growth. Since inception of Caterpillar's Sourcewell contracts, 3,015 Caterpillar generators have been sold leveraging the Sourcewell contract. Should we be fortunate enough to be awarded a contract for Energy Generation in response to RFP #092222, we will proudly announce the award publicly through our multiple customer-facing touchpoints to include but not limited to:<br><br>1) Press Release<br><br>2) Announcement in monthly Electric Power customer e-newsletter:<br><br>3) Feature on cat.com cooperative purchasing focused webpage: https://www.cat.com/en_US/articles/electric-power/sourcewell-cooperative-purchasing.html<br><br>4) Announcement on Cat Electric Power social media channels (FB, LinkedIn, Twitter)<br><br>5) Sourcewell promotion at industry events we attend where the audience includes non-profits and government within the SLED market including schools, landfill, and water/sewer treatment applications. Examples of 2022 events where GST representatives attended in support of Caterpillar and Sourcewell included American Public Works Association (PWX), Wastecon, WasteExpo, Water Environment Federation's Technical Exhibition and Conference (WEFTEC), Government Fleet Expo (GFX), National Institute of Government Procurement (NIGP), California Association of Public Procurement Officials (CAPPO), National Association of County Engineers (NACE) and American Public Works Association (APWA) Snow Conference.<br><br>6) Update promotional literature<br><br>7) Dealer awareness promotional events | * |
| 37 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | Caterpillar and the Cat dealer network are leaders in using emerging technologies to reach our customers. We manage several social media platforms and can target governmental segments. We also look at past purchase history and financing information to recognize in advance when customers may be considering replacing machines they own.<br><br>Caterpillar has teams of people who handle leads from Cat.com to grow and enhance online presence. Cat Electric Power has an online portal that has ability for customers to size a unit and view inventory. Our dealers have resources for lead generation from third party databases to understand which opportunities are coming in the governmental and non-profit section. Our dealers utilize these resources plus Caterpillar Inc. resources to focus and drive and understand pipeline of opportunity that we can promote the Sourcewell solution through. | * |
| 38 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Soucewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry.<br><br>In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy. | * |

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| 39 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | We do offer a e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers.<br><br>We enable customers to size and configure our less complex products, view available inventory, and engage dealers online at power.cat.com. Our larger products are complex and often custom-configured. A consultative salesperson is integral to ensuring that generator sets are configured and built to perform well in their expected duties. For this reason, we only include our less complex products online. We encourage our independent dealers to offer options beyond those from Caterpillar. Sourcewell members are free to use those options. | * |

## Table 8: Value-Added Attributes

| Line Item | Question | Response * | |
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| 40 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | All dealers offer basic operation, safety, and maintenance training with every sale. All Caterpillar operation and maintenance manuals provided with our equipment have instructions for safe operation of our equipment. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and if would be negotiated between the dealer and the customer.<br><br>Caterpillar also offers training programs directly to customers in three areas - operation, safety, and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment. | * |

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| 41 | Describe any technological advances that your proposed products or services offer. | Technology is a key product differentiator for Caterpillar. To describe each of them in detail would expand the length of this response beyond a reasonable level. For brevity, key technologies specific to products in this RFP are listed below. More details are available on our product pages on www.cat.com.<br><br>1. Cat Remote Asset Monitoring and telematics are available on every generator. Generators smaller than C32 come equipped with Product Link devices which allow ease of setup for monitoring. This allows customers and dealers to monitor generator health and operation with the intent of early issue detection. Through our proprietary fleet monitoring software, we are leaders in using technology to prevent unexpected downtime.<br><br>2. Caterpillar has invested in controller technology for generators, offering our EMCP 4.4 control panel for most generator offerings. This controller has an easy-to-use interface and allows for paralleling of multiple units, creating redundancies and allowing customers even more protection against outages.<br><br>3. Caterpillar equips every Tier 4 Interim/Stage IIIB engine with ACERT™ technology with an ideal combination of electronic, fuel, air and aftertreatment components, based on engine size, the type of application and the geographic location in which it will work. Applying technologies systematically and strategically optimizes them to meet our customers' high expectations for productivity, fuel efficiency, reliability, and service life. The right technology fine-tuned for the right application results in improved fuel efficiency, boosted power and performance across applications, no additional space requirements, and reduced emissions with up to 90 percent reduction in particulate matter (pm) and 50 percent reduction in oxides of nitrogen (NOx).<br><br>4. As the global climate changes, more companies are turning to sustainable solutions to help lower their carbon footprint. Renewable hydrogen and hydrogen blends are among several alternative fuels customers are considering achieving their sustainability goals. Leveraging 35 years of expertise in hydrogen technologies across multiple end markets, Caterpillar continues to improve the performance of hydrogen-fueled power technologies with minimal impacts on maintenance costs and schedules, availability, and operations.<br><br>5. Caterpillar offers a full range of Cat® Microgrid projects from 10kW to 100MW through our global dealer network. The projects would include an integrated or standalone solution using solar, energy storage and/or diesel/gas generator sets. We can also offer monitoring services for our projects. The solutions are all module and scalable. Our CAT dealers can offer product upgrades, financing services, warranties, service agreements, and parts availability. We will customize our microgrid technologies to meet your business and industry needs.<br><br>6. In 2022, Caterpillar acquired Tangent Energy Solutions, an Energy-as-a-service company. Tangent provides customers with turnkey solutions for reducing energy costs, increasing energy efficiency, reducing emissions, monetizing electric grid support and providing resiliency for customer operations. Tangent Energy's proprietary software solutions monitor patterns from grid and client facilities, analyze opportunities in energy markets, and then dispatch resources to maximize return without disrupting normal business operations. | * |
| 42 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | At Caterpillar, sustainability is an important commitment to building a better world. Sustainability is part of who we are and what we do every day - it is one of Caterpillar's core values. We recognize progress involves a balance of environmental stewardship, social responsibility, and economic growth.<br><br>We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring the success of our customers, stockholders, dealers, and our people. Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors. For more on sustainability at Caterpillar, please visit our 2021 Sustainability Report found at Caterpillar \| 2021 Sustainability Report.<br><br>Caterpillar has recently acquired Tangent Energy Solutions. Tangent is an energy-as-a-service company that provides expertise to customers in structuring and developing projects that monetize their power generation assets. This capability increases a customer's financial rationale for new installations and, at the same time, increases power reliability and supports their ESG (Environmental, Social and Governance) initiatives. This investment increases our ability to participate in the growing utility sector and sell more electric power products. Electrification and Decarbonization are major growing trends in our energy space. Tangent can help with the reliability of power that customers are looking for while simplifying the power systems as we move forward through this Energy Transition | * |

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|---|---|---|---|
| 43 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | Plants certified with IDO 14001:2004 Environmental Management System include:<br>1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018<br>2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021<br>3) Mapleton - 14001:2004 self-certification issued Jan 2013<br>4) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021<br>5) Reman Services - Franklin - ISO 14001:2004-May 2017<br><br>Certifications specific to EP product manufacturing:<br>1) Lafayette, IN – ISO 9001: 2015- Nov 2020<br>2) Griffin, GA – ISO 9001:2015 – Feb 2021<br>3) Seguin, TX- ISO 9001:2015 | * |
| 44 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | Two CAT dealers in NA are owned by women: Foley Equipment, with territory primarily in Kansas and Missouri; and Cashman Equipment based in Nevada. In addition to these two owners, there are 31 other women in our NA dealer network who hold the titles of President, Vice President or Director.<br><br>One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories.<br><br>Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers.<br><br>Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for divers supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Divers Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not.<br><br>A full report on Caterpillar Diversity and Inclusion can be found at Caterpillar \| Caterpillar 2021 Diversity & Inclusion Report Highlights Progress with Growth in Diverse Populations. | * |

| | | | |
|---|---|---|---|
| 45 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | BEST OVERALL VALUE / LOWEST LIFE CYCLE COST:<br>CAT products deliver the best value for the money. We are happy to demonstrate to customers that our generators offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price.<br><br>EXTENDED SERVICE COVERAGE<br>To show the value that we place on this proposed contract, we will continue to offer a complimentary Gold and Platinum Extended Service Coverage on most models when purchased through the Sourcewell contract. Details on these offerings can be found in flyers included in Attachments.<br><br>CAT SAFETY SERVICES / SAFETY FEATURES:<br>In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each generator has industry-leading features that strive to minimize the possibility for accidents. Some examples include:<br>- UL2200 Certified – all units include guards over rotating compartments, safety shutdowns and alarms, and grounded wiring installations among many other safety features<br>- Emergency Stop Button<br>- Enclosures are lockable to allow human contact to be avoided<br>- XQ Product has separated control panel to allow a member to not have to go in enclosure to make generator adjustments<br>- XQ also has cover over customer connections and circuit breaker trips when opened.<br>- NFPA 110 – Level 1 Life Safety saves lives of people who are in hospitals, nursing homes, etc. by requiring startup in X seconds.<br>- IBC – certified against earthquakes<br><br>All certifications on our products are listed here: AS1359, CSA C22.2 No100-04, UL142, UL489, UL869, UL2200, NFPA37, NFPA70, NFPA99, NFPA110, IBC, IEC60034-1, ISO3046, ISO8528, NEMA MG1-22, NEMA MG1-33, 2006/95/EC, 2006/42/EC, 2004/108/EC.<br><br>Caterpillar Safety Services offers culture, jobsite and leadership assessments; safety and leadership training workshops; and a comprehensive continuous improvement process through consultative services. Services are facilitated by Safety Services consultants and training products can be purchased for self-implementation. Details on products and services<br>are available at www.cat.com/safety.<br><br>DEALERSHIP ATTRIBUTES:<br>Back up power is a critical asset of many Sourcewell members. Caterpillar dealers bring a unique solution to provide second to none service to our customers. Unlike competitors, our dealers own their own rental fleet and make available as needed. Even with stationary products, we have options to provide back up rentals to best serve Sourcewell's members when emergencies occur. Our vast dealer network with 800 locations is positioned to service both urban and rural areas throughout the US and Canada.<br><br>PRODUCT ATTRIBUTES:<br>Over the last five years, Caterpillar has invested in a product that is lower capex cost for the public and non-profit industry sector. This new line of generators, our GC models, involved a redesign of 15 of our current generator offerings, which created an average cost reduction of 10-15%. The cost savings is driven by offering fewer options on these models without sacrificing Caterpillar quality. | * |

## Table 9: Warranty

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

| Line Item | Question | Response * | |
|---|---|---|---|
| 46 | Do your warranties cover all products, parts, and labor? | Yes. Caterpillar has the most extensive warranty coverage in the industry. We cover all products, parts and labor with fewer exclusions than our competitors. Please see our "EP Warranty Statement SELF5731-01." | * |
| 47 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | We are pleased to say that our warranties cover defects in material and workmanship for the time specified in the policy when the equipment is used as per design intent. | * |
| 48 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | Caterpillar warranties cover the cost of replacement parts and the labor to install them. They sometimes cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period. | * |
| 49 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | We have no geography restrictions on warranty repairs. One of our key differentiating strengths is our ability to service equipment regardless of where it is located. | * |
| 50 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | Warranty service for generator ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as battery chargers, are covered under their manufacturers' warranties | * |
| 51 | What are your proposed exchange and return programs and policies? | We warrant that upon delivery our products will be free from defects in material and workmanship and will operate as intended. If they are not, we will make any necessary corrections. | * |
| 52 | Describe any service contract options for the items included in your proposal. | We have a large variety of service contract options which can all be customized according to customer needs and at least equal to local competition. More solutions are available and we encourage members and dealers to<br>explore all options.<br><br>Customer Value Agreements (CVA's):<br>A member may choose to enter an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member's situational and local needs, including some standard options as well. For instance, all units under 1250kW have standard parts kits available. Examples of options that can be included in a CVA are:<br>1. Condition Monitoring<br>2. Load Bank Testing<br>3. Extended Service Coverages<br>CVA's are a useful tool for members to better manage their budget. Most CVA's are bundled at the time of purchase; however, they may be added at any time. | * |

## Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * | |
|---|---|---|---|
| 53 | Describe your payment terms and accepted payment methods. | Cat dealers are independently owned businesses. As such their payment terms vary, but all will be agreed upon at the PO level. | * |
| 54 | Describe any leasing or financing options available for use by educational or governmental entities. | Caterpillar's wholly owned subsidiary, Caterpillar Financial offers Sourcewell members leasing and finance products at below market interest rates. The total interest charged is normally less than the total cost of issuing a bond. Often these leasing/financing options may not require voter approval as with bond issuance. These products also let Sourcewell members cancel their contracts without penalty (on the last day of the appropriations period) if funding is not approved for the following year. Lending terms and conditions are transparent to all Sourcewell members upon quotation. | * |
| 55 | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | Cat dealers are independently owned businesses. As such their standard transaction documents will vary. | * |
| 56 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed. | * |

## Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question | Response * | |
|---|---|---|---|
| 57 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | Our pricing model is simple. We offer a deep discount off the current generator list prices to all Sourcwell members.<br><br>Overall pricing from published list price is discounted up to 40% with an average of 27% overall. Specific discounts apply to each diesel or natural gas platform product line. Services, used products, rental agreements, and microgrid solutions are also included at different discounting levels. We have provided reference pricing in the document entitled "Caterpillar Gen Disc List RFP August 2022." | * |
| 58 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | The discounts are off of the current generator list prices. Our discount ranges varies between 10 - 40% off of the list price depending on the product family. | * |
| 59 | Describe any quantity or volume discounts or rebate programs that you offer. | Our dealers are empowered to consider purchase order volume, repeat purchases, member responsiveness, etc. They may offer members additional discounts and /or services at their discretion. | * |
| 60 | Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request. | Sourced goods / Open Market Items are available to members from our Cat dealers. The prices for these good or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use this option as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcewell contract number and member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and/or invoice shall be deemed sufficient. | * |
| 61 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Generators are unique in their requirements, and often require specialized startup/installation which can be determined with the dealer at the PO level. When a dealer issues a quote for a generator, any additional costs will be itemized separately and are not subject to the Sourcewell discount. | * |
| 62 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | There is no additional cost to members who choose to pick up their generator from the Cat dealer. Freight and delivery charges will be determined and assessed at each project. | * |
| 63 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their generator from their Cat dealer. Freight and delivery charges will be determined and assessed at each project. | * |
| 64 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | Generators are large purchases and if there are unique member requirements our dealers will be happy to discuss on a case by case basis. | * |

## Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|---|---|---|
| 65 | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | This proposed contract is priced to be our go-to-market strategy across the US and Canada. We have included a complimentary extended warranty for most models when purchased through our proposed Sourcewell contract. |

## Table 13: Audit and Administrative Fee

| Line Item | Question | Response * | |
|---|---|---|---|
| 66 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance.<br><br>Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #120617-CAT) is working well.<br><br>The Caterpillar Dealer Network will receive additional discounts from Caterpillar to help reach Sourcewell members purchasing prices per the Sourcewell contract. To qualify for the discounts, the selling Caterpillar Dealer must identify each applicable sale as a Sourcewell sale on their order and they must also fill out a report to the Caterpillar designated Sourcewell custodian, Nicole Warnstedt, including the product order number and Sourcewell member number. Reports are updated and reviewed on a quarterly basis to assist in providing payment to Sourcewell. To ensure correct pricing and auditing, Caterpillar has created a focus program that dealers can use on their quotes. This focus program automatically populates associated discount levels. The Caterpillar designated Sourcewell custodian, Nicole Warnstedt, has and will remain actively involved in the auditing process both with auditing Caterpillar Dealer pricing to Sourcewell members as well as the quarterly administration fee process. | * |
| 67 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | In the event of an award, we will continue to measure the percentage of sales that are sold through the Sourcewell contract, dealer participation with the contract, total number of gensets sold and program growth year over year. | * |
| 68 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | We propose an administrative fee to Sourcewell of 1% of transaction price of any new Caterpillar generators sold through this contract. Caterpillar will pay this fee to Sourcewell and not impose related charges to our dealers or members. | * |

## Table 14A: Depth and Breadth of Offered Equipment Products and Services

| Line Item | Question | Response * | |
|---|---|---|---|
| 69 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | Caterpillar is proposing an extensive alternative energy solutions offering including: 1) a full line of diesel and natural gas packaged generator sets from 20 to 4000 kW 2) a line of price point configured diesel generator sets up to 1250 kW and 3) Microgrid solar and battery energy solutions.<br><br>The following key Caterpillar product categories are included in this response:<br>Stationary Diesel Packaged Generator Sets<br>Stationary Natural Gas Packaged Generator Sets<br>Mobile Diesel Packaged Generator Sets (XQ Products with Trailers)<br>Control Panels<br>Switchgear<br>Automatic Transfer Switches<br>Microgrid Components<br>Leasing and Financing<br><br>The Caterpillar Dealer Network can also offer custom shop work, installation, “turn-key” solutions, delivery/freight, training, custom enclosures, custom fuel tanks, custom automatic transfer switches, dealer labor, additional/custom parts, engineering, leasing, financing and general contracting labor. To further enhance the Sourcewell members’ product offering, the Caterpillar Dealer Network can also offer an expansive network of used equipment along with rental agreements and maintenance agreements. | * |
| 70 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | N/A | * |

## Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type | Offered * | Comments | |
|---|---|---|---|---|
| 71 | Stationary electrical generation systems, backup or standby generator sets, mobile and ground power units, and trailer mounted generators | (•) Yes<br>( ) No | N/A | * |
| 72 | Parts and accessories, including enclosures, fuel tanks, automatic transfer switches, paralleling equipment, switch gears, connection boxes, controls, alarm modules, batteries, block heaters, and networking tools | (•) Yes<br>( ) No | N/A | * |
| 73 | Related services, including design, customization, engineering, commissioning, installation, delivery, maintenance, repair, training and operation, service and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services | (•) Yes<br>( ) No | N/A | * |

## Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Documents**

**Ensure your submission document(s) conforms to the following**:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Caterpillar Gen Disc List RFP August 2022.xlsx - Tuesday September 20, 2022 15:56:47
- Financial Strength and Stability - Financial Strength and Stability.zip - Tuesday September 20, 2022 15:58:41
- Marketing Plan/Samples - Marketing Plan.zip - Tuesday September 20, 2022 15:59:03
- WM8E/M8E/S8E or Related Certificates (optional)
- Warranty Information - SELF5743-01_.pdf - Tuesday September 20, 2022 15:57:54
- Standard Transaction Document Samples - Standard Transaction Document Samples.zip - Tuesday September 20, 2022 15:59:30
- Upload Additional Document - Additionals.zip - Tuesday September 20, 2022 15:59:44

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jaime Mineart, Vice President & General Manager, Caterpillar Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|---|---|
| **Addendum_4 _Electrical_Energy_Power_Generation_Equipment_RFP_092222**<br>Fri September 9 2022 09:10 AM | ☑ | 1 |
| **Addendum_3 _Electrical_Energy_Power_Generation_Equipment_RFP_092222**<br>Tue September 6 2022 02:37 PM | ☑ | 1 |
| **Addendum_2 _Electrical_Energy_Power_Generation_Equipment_RFP_092222**<br>Wed August 31 2022 07:52 AM | ☑ | 1 |
| **Addendum 1 _Electrical_Energy_Power_Generation_Equipment_RFP_092222**<br>Wed August 10 2022 11:35 AM | ☑ | 1 |

## Caterpillar Sourcewell Member Discounts

**All Discounts listed are for "Standby Ratings only unless otherwise stated".**

**Note: Due to global supply chain costs, all new generators are subject to a price increase of up to 30%**

| | List Price Discount |
|---|---|
| **Stationary Diesel** | |
| **C2.2, 60 HZ, 40 - 60 kW Diesel (Reference the "PSNA-EPG-F_C2.2PGABR" Caterpillar Price List)** | |
| D20 - 20 kW | 23% |
| D25 - 25 kW | 23% |
| D30 - 30 kW | 23% |
| **C4.4, 60 HZ, 40 - 60 kW Diesel (Reference the "PSNA-EPG-F_C4.4LCABR" Caterpillar Price List)** | |
| D40 - 40 kW | 29% |
| D50 - 50 kW | 29% |
| D60 - 60 kW | 29% |
| **C4.4, 60 HZ, 80 - 100 kW Diesel (Reference the "PSNA-EPG-F_C4.4PGABR" Caterpillar Price List)** | |
| D80 - 80 kW | 29% |
| D100 - 100 kW | 29% |
| **C4.4 GC, 60 HZ, 200 - 300 kW Diesel (Reference the "C4.4 GCABR" Caterpillar Price List)** | |
| D40 - 40 kW | 28% |
| D50 - 50 kW | 28% |
| D60 - 60 kW | 28% |
| D80 - 80 kW | 28% |
| D100 - 100 kW | 28% |
| **C7.1, 60 HZ, 125 - 200 kW Diesel (Reference the "PSNA-EPG-F_C7.1PGABR" Caterpillar Price List)** | |
| D125 - 125 kW | 33% |
| D150 - 150 kW | 33% |
| D175 - 175 kW | 35% |
| D200 - 200 kW | 35% |
| **C7.1 GC, 60 HZ, 200 - 300 kW Diesel (Reference the "C7.1 GCABR" Caterpillar Price List)** | |
| D125 - 125 kW | 28% |
| D150 - 150 kW | 28% |
| D175 - 175 kW | 28% |
| D200 - 200 kW | 28% |
| **C9 GC, 60 HZ, 200 - 300 kW Diesel (Reference the "C9 GCABR" Caterpillar Price List)** | |
| 250 kW | 28% |
| 300 kW | 28% |
| **C9, 60 HZ, 200 - 300 kW Diesel (Reference the "C9 PGABR" Caterpillar Price List)** | |
| 250 kW | 37% |
| 300 kW | 37% |
| **C13, 60 HZ, 350 - 400 kW Diesel (Reference the "PSNA-EPG-F_C13PGAM" Caterpillar Price List)** | |
| 350 kW | 37% |
| 400 kW | 37% |
| **C13 GC, 60 HZ, 350 - 400 kW Diesel (Reference the "C13 GCABR" & "C13 GCAM" Caterpillar Price List)** | |
| 350 kW | 28% |
| 400 kW | 28% |
| **C15, 60 HZ, 450 - 500 kW Diesel (Reference the "PSNA-EPG-F_C15 PGAM & C15 PGABR" Caterpillar Price List)** | |
| 450 kW | 37% |
| 500 kW | 37% |
| **C15 GC, 60 HZ, 350 - 500 kW Diesel (Reference the "C15 GCABR" & "C15 GCAM" Caterpillar Price List)** | |
| 350 kW | 28% |
| 400 kW | 28% |
| 450 kW | 28% |
| 500 kW | 28% |
| **C18, 60 HZ, 550 - 750 kW Diesel (Reference the "PSNA-EPG-F_C18PGAM" Caterpillar Price List)** | |
| 550 kW | 37% |
| 600 kW | 37% |
| 650 kW | 32% |
| 700 kW | 32% |
| 750 kW | 32% |
| **C18 GC, 60 HZ, 550 - 600 kW Diesel (Reference the "C18 GCAM" Caterpillar Price List)** | |
| 550 kW | 28% |
| 600 kW | 28% |
| **C18 GC, 60 HZ, 550 - 600 kW Diesel (Reference the "C18 GCABR" Caterpillar Price List)** | |
| 550 kW | 28% |
| 600 kW | 28% |
| **C18, 60 HZ, EPA Tier 4f, - 455 KW Diesel (Reference the "PSNA-EPG-F_C18PKAM" Caterpillar Price List)** | |
| 455 kW Prime Power | 21% |
| 500 kW | 21% |
| **C27, 60 HZ, 750 - 800 kW Diesel (Reference the "PSNA-EPG-F_C27PGBG" Caterpillar Price List)** | |
| 750 kW | 32% |
| 800 kW | 32% |
| **C32, 60 HZ, 1000 - 1500 kW Diesel (Reference the "PSNA-EPG-F_C32PGFG" Caterpillar Price List)** | |

Document: Confidential Green

| | |
|---|---|
| 1000 kW | 33% |
| 1100 kW | 24% |
| 1250 kW | 32% |
| 1500 kW | 22% |

**C27 GC, 60 HZ, 800 kW Diesel (Reference the "V12 GCAG" Caterpillar Price List)**

| | |
|---|---|
| D800 kW | 31% |

**C32 GC, 60 HZ, 1000-1250 kW Diesel (Reference the "V12 GCAG" Caterpillar Price List)**

| | |
|---|---|
| D1000 kW | 31% |
| D1250 kW | 31% |

**3512C, 60 HZ, 1500 - 1750 kW Diesel**
**(EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)**
**(Reference the "PSNA-EPG-F_3512 PGFL & 3512 PGJL" Caterpillar Price List)**

| | |
|---|---|
| 1500 kW | 36% |
| 1750 kW | 33% |

**3516C/3516E, 60 HZ, 2000 - 3000 kW Diesel**
**(EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)**
**(Reference the "PSNA-EPG-F_3516 PGFL & 3516 PGJL" Caterpillar Price List)**

| | |
|---|---|
| 2000 kW | 40% |
| 2250 kW | 36% |
| 2500 kW | 36% |
| 2750 kW | 33% |
| 3000 kW | 33% |

**3516C-HD, 60 HZ, 2000 - 2500 kW Diesel (EPA Tier 4)**
**(Reference the "PSNA-EPG-F_3516 PGFL & 3516 PGJL" Caterpillar Price List)**

| | |
|---|---|
| 2000 kW | 20% |
| 2500 kW | 20% |

**C175-16, 60 HZ, 3000 kW Diesel (EPA Tier 2 for Mobile and Stationary Use)**
**(Reference the "C175-PGAL & C175-PGBL" Caterpillar Price List)**

| | |
|---|---|
| 3000 kW | 29% |
| 3100 kW | 29% |

**C175-16 T4F, 60 HZ, 3000 kW Diesel (EPA Tier 4)**
**(Reference the "C175-PGAL & C175-PGBL" Caterpillar Price List)**

| | |
|---|---|
| 3000 kW | 20% |

**C175-20, 60 HZ, 4000 kW Diesel (EPA Tier 2 for Mobile and Stationary Use)**
**(Reference the "C175-PGAL & C175-PGBL" Caterpillar Price List)**

| | |
|---|---|
| 3900 kW | 24% |
| 4000 kW | 24% |

**G80, 20 - 80 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G80PGABR" Caterpillar Price List)**

| | |
|---|---|
| DG20-25 kW | 18% |
| DG30-35 kW | 18% |
| DG40-45 kW | 22% |
| DG50-60 kW | 22% |
| DG70-80 kW | 22% |

**G200, 100 - 200 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G200PGABR" Caterpillar Price List)**

| | |
|---|---|
| DG100 - 200 kW | 24% |

**CG18, 60 Hz, 350 - 500 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-CG18 PGAM" Caterpillar Price List)**

| | |
|---|---|
| DG350 kW | 36% |
| DG400 kW | 36% |
| DG450 kW | 36% |
| DG500 kW | 36% |

**G3412, 60 HZ, 375 - 500 kW Natural Gas (Reference the "PSNA-EPG-F_G3412NPG/NGG" Caterpillar Price List)**

| | |
|---|---|
| 375 kW | 21% |
| 450 kW | 21% |
| 500 kW | 21% |

**G3512 60 HZ, 750 - 1000 kW Natural Gas (Reference the "PSNA-EPG-F_G3512NPL" Caterpillar Price List)**

| | |
|---|---|
| 750 kW | 21% |
| 1000 kW | 21% |
| 1250 kW | 21% |

**G3516 60 HZ, 1500kW Natural Gas (Reference the "PSNA-EPG-F_G3516NQL" Caterpillar Price List)**
**G3516 60 HZ, 1500kW Natural Gas (Reference the "PSNA-EPG-F_G3516NRL" Caterpillar Price List)**

| | |
|---|---|
| 1500kw | 21% |

**G3516 60 HZ, 1500kW Natural Gas (Reference the "PSNA-EPG-F_G3516NQL" Caterpillar Price List)**

| | |
|---|---|
| 1500kw | 21% |

**G3516A 60 HZ, Natural Gas (Reference the "PSNA-EPG-F_G3516ANQL" Caterpillar Price List)**

| | |
|---|---|
| All | 21% |

**G3516H 60 HZ, 1966 kW Natural Gas (Reference the "PSNA-EPG-F_G3516HNPL" Caterpillar Price List)**

| | |
|---|---|
| All | 21% |

**G3520H 60 HZ, 2.0 - 2.6 MW Natural Gas (Reference the "PSNA-EPG-F_G3520HNPL" Caterpillar Price List)**

| | |
|---|---|
| 2.0 - 2.6 MW | 21% |

**G3520 Fast Start 60 HZ, 2.0 - 2.6 MW Natural Gas (Reference the "PSNA-EPG-F_G3520NPL" Caterpillar Price List)**

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| | |
|---|---|
| 2.0 - 2.6 MW | 21% |

**G3520C 60 HZ, Natural Gas 2.0 - 2.6 MW (Reference the "PSNA-EPG-F_G3520CLGL/CLPL" Caterpillar Price List)**

| | |
|---|---|
| 2.0 - 2.6 MW | 21% |

**G3520H 60 HZ, Natural Gas 2.0 - 2.6 MW (Reference the "PSNA-EPG-F_G3520CNPL" Caterpillar Price List)**

| | |
|---|---|
| 2.0 - 2.6 MW | 21% |

**G3520 60 HZ, Natural Gas 2.0 - 3.0 MW (Reference the "PSNA-EPG-F_G3520NRL" Caterpillar Price List)**

| | |
|---|---|
| 2.0 - 3.0 MW | 21% |

**CG260-16 (custom)**

| | |
|---|---|
| Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets. Each quote is custom for the specific application. | |
| 4000 kW | 11% |
| 4050 kW | 11% |

**CG260-12 (custom)**

| | |
|---|---|
| Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets. Each quote is custom for the specific application. | |
| 3000 kW | 23% |

**CG170B-20 (custom)**

| | |
|---|---|
| Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets. Each quote is custom for the specific application. | |
| 2000 kW | 7% |
| 2100 kW | 7% |
| 2200 kW | 7% |
| 2300 kW | 7% |

**CG170-20 (custom)**

| | |
|---|---|
| Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets. Each quote is custom for the specific application. | |
| 2000 kW | 10% |
| 2100 kW | 10% |
| 2200 kW | 10% |
| 2300 kW | 10% |

**CG170-16 (custom)**

| | |
|---|---|
| Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets. Each quote is custom for the specific application. | |
| 1500 kW | 13% |
| 1560 kW | 13% |

**CG170-12 (custom)**

| | |
|---|---|
| Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets. Each quote is custom for the specific application. | |
| 1125 kW | 11% |
| 1200 kW | 11% |

**CG132B-16 (custom)**

| | |
|---|---|
| Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets. Each quote is custom for the specific application. | |
| 800 kW | 9% |

**CG132B-12 (custom)**

| | |
|---|---|
| Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets. Each quote is custom for the specific application. | |
| 600 kW | 11% |

**CG132B-8 (custom)**

| | |
|---|---|
| Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets. Each quote is custom for the specific application. | |
| 400 kW | 17% |

**XQ35, 60 HZ, 35 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ35BM" Caterpillar Price List)**

| | |
|---|---|
| 27 kW Prime Power | 21% |
| 30 kW | 21% |

**XQ60, 60 HZ, 59 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ60BM" Caterpillar Price List)**

| | |
|---|---|
| 48 kW Prime Power | 21% |

**XQ125, 60 HZ, 125 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ125BM" Caterpillar Price List)**

| | |
|---|---|
| 100 kW Prime Power | 21% |
| 110 kW | 21% |

**XQ230, 60 HZ, 230 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ230BM" Caterpillar Price List)**

| | |
|---|---|
| 182 kW Prime Power | 21% |
| 200 kW Prime Power | 21% |

**XQ330, 60 HZ, 330 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ425BM" Caterpillar Price List)**

| | |
|---|---|
| 264 kW Prime Power | 21% |
| 288 kW Prime Power | 21% |

**XQ425, 60 HZ, 425 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))**

| | |
|---|---|
| **(Reference the "PSNA-EPG-F_XQ425BM" Caterpillar Price List)** | |
| 340 kW Prime Power | 21% |
| **XQ570, 60 HZ, 570 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))** | |
| **(Reference the "PSNA-EPG-F_XQ570BG" Caterpillar Price List)** | |
| 455 kW Prime Power | 21% |
| **XQ1140, 60 HZ, 1140 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))** | |
| **(Reference the "PSNA-EPG-F_XQ1140BG" Caterpillar Price List)** | |
| 910 kW Prime Power | 21% |
| **XQ2280, 60 HZ, 2280 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))** | |
| **(Reference the "PSNA-EPG-F_XQ1140BG" Caterpillar Price List)** | |
| 1825 kW Prime Power | 21% |
| **Switchgear (customizable)** | |
| *Due to the customization and plethora of options, it is not feasible to provide a paper price list for Cat switchgear. However, members will receive a **12% discount** off of the configured list price from each member's local dealer.* | 12% |
| **Epic (Reference the "PSNA-EPG-F_CATEPICG" Price List)** | |
| Epic - Master Control Panel | 10% |
| Epic - Generator Control Panel | 10% |
| Epic - Utility Control Panel | 10% |
| **Supervisory Contol Panel (Reference the "PSNA-EPG-F_CATSCPN" Price List)** | |
| EMCP 4.4 SCP | 10% |
| **Hybrid Products (Reference the "PSNA-EPG-F_CATSCPN" Price List)** | |
| All Hybrid Products | 22% |
| **Energy Stoarge System** | |
| XES01AN | 21% |
| **ATS (AUTOMATIC TRANSFER SWITCHES) (Reference the "ATS 2022" Price List)** | |
| 235 ATS's Available | 20% |

## Caterpillar Sourced Goods & Support Services Multiplier

| Sourced Goods & Support Service Provided | Sourcewell Member Pricing |
|---|---|
| Custom Shop Work | 5% off list price / typical sale price if no list price is available |
| Installation | 5% off list price / typical sale price if no list price is available |
| Engineering Services | 5% off list price / typical sale price if no list price is available |
| Delivery/Freight | 5% off list price / typical sale price if no list price is available |
| Training | 5% off list price / typical sale price if no list price is available |
| Custom Enclosure | 5% off list price / typical sale price if no list price is available |
| Custom Fuel Tank | 5% off list price / typical sale price if no list price is available |
| Custom ATS | 5% off list price / typical sale price if no list price is available |
| Dealer Labor | 5% off list price / typical sale price if no list price is available |
| Additional/Custom Parts | 5% off list price / typical sale price if no list price is available |
| General Contracting Labor | 5% off list price / typical sale price if no list price is available |
| Extended Service Contracts | 5% off list price / typical sale price if no list price is available |
| Maintenance Agreements | 5% off list price / typical sale price if no list price is available |

**Electrical Energy Power Generation with Related Parts, Supplies, and Services.**

## Caterpillar Rental Agreements Product & Services Multiplier

Rental Agreements Please reference the Cat Rental National Accounts contract #062320-CAT for all your rental needs.

**Electrical Energy Power Generation with Related Parts, Supplies, and Services.**

## Caterpillar Used Equipment Multiplier

Rental Agreements Please reference the Cat Rental National Accounts contract #062320-CAT for all your rental needs.

| Product Name and Product Description |
| --- |
| PV Panel (Solar Panels) |
| Time Shift - 60 Hz ES 1.5 MW-hr, 1x 20', Energy, 570 kVA, 1518 kWh, ~127 min |
| Time Shift - 60 Hz ES 3.0 MW-hr, 2x 20', Energy, 1000 kVA, 3036 kWh, ~145 min |
| Time Shift - 60 Hz ES 3.5 MW-hr, 2x 20', Energy, 1000 kVA, 3542 kWh, ~170 min |
| Time Shift - 60 Hz ES 4.0 MW-hr, 2x 20', Energy, 1000 kVA, 4048 kWh, ~194 min |
| Time Shift - 60 Hz ES 4.6 MW-hr, 3x 20', Energy, 1000 kVA, 4554 kWh, ~218 min |
| Time Shift - 60 Hz ES 5.1 MW-hr, 3x 20', Energy, 1000 kVA, 5060 kWh, ~242 min |
| Time Shift - 60 Hz ES 5.6 MW-hr, 3x 20', Energy, 1000 kVA, 5566 kWh, ~267 min |
| Time Shift - 60 Hz ES 6.1 MW-hr, 3x 20', Energy, 1000 kVA, 6072 kWh, ~291 min |
| Time Shift - 60 Hz ES 6.6 MW-hr, 3x 20', Energy, 1000 kVA, 6578 kWh, ~315 min |
| Time Shift - 60 Hz ES 7.1 MW-hr, 4x 20', Energy, 1000 kVA, 7084 kWh, ~340 min |
| Time Shift - 60 Hz ES 7.6 MW-hr, 4x 20', Energy, 1000 kVA, 7590 kWh, ~364 min |
| Time Shift - 60 Hz ES 8.1 MW-hr, 4x 20', Energy, 1000 kVA, 8096 kWh, ~388 min |
| Time Shift - 60 Hz ES 8.6 MW-hr, 4x 20', Energy, 1000 kVA, 8602 kWh, ~412 min |
| Time Shift - 60 Hz ES 9.1 MW-hr, 4x 20', Energy, 1000 kVA, 9108 kWh, ~437 min |
| Grid Stabilizer - 60 Hz PGS1260, 1x 20', Power, 1000 kVA, 672 kWh, ~32 min |
| Grid Stabilizer -  60 Hz PGS840, 1x 20', Power, 840 kVA, 448 kWh, ~25 min |

| Unit of Issue | Ancilliary Items (Sold Separately) | Microgrid Solution Commercial List Price | Power Analytics Cyber-Secure Network List Price Add (Optional) | 40 FT ISO Container List Price Add (Optional) |
|---|---|---|---|---|
| **Due to the customization and plethora of options, it is not fea components at th<br><br>For pricing and availability, Sourcewell members** | | | | |
| Each | N/A | $ 1,309,989 | | N/A |
| Each | N/A | $ 2,263,804 | | N/A |
| Each | N/A | $ 2,507,909 | | N/A |
| Each | N/A | $ 2,750,774 | | N/A |
| Each | N/A | $ 3,257,104 | | N/A |
| Each | N/A | $ 3,461,724 | | N/A |
| Each | N/A | $ 3,705,829 | | N/A |
| Each | N/A | $ 3,948,694 | | N/A |
| Each | N/A | $ 4,191,559 | | N/A |
| Each | N/A | $ 4,708,735 | | N/A |
| Each | N/A | $ 4,903,749 | | N/A |
| Each | N/A | $ 5,145,374 | | N/A |
| Each | N/A | $ 5,389,479 | | N/A |
| Each | N/A | $ 5,632,344 | | N/A |
| Each | N/A | $ 990,332 | | N/A |
| Each | N/A | $ 853,487 | | N/A |

| Quantity of BDPs | Quantity of 20 Foot Containers | Grand Total Commercial List Price **with Sourcewell Discount Applied** (Incl Optional Items) | Sourcewell Member List Price Discount |
|---|---|---|---|
| **asible to provide a paper price list for these specific his time.**<br><br>**can contact their local Caterpillar Dealer.** | | | |
| 1 | 1 | $ 1,021,791 | 22.00% |
| 1 | 2 | $ 1,765,767 | 22.00% |
| 1 | 2 | $ 1,956,169 | 22.00% |
| 1 | 2 | $ 2,145,604 | 22.00% |
| 1 | 3 | $ 2,540,541 | 22.00% |
| 1 | 3 | $ 2,700,145 | 22.00% |
| 1 | 3 | $ 2,890,547 | 22.00% |
| 1 | 3 | $ 3,079,981 | 22.00% |
| 1 | 3 | $ 3,269,416 | 22.00% |
| 1 | 4 | $ 3,672,813 | 22.00% |
| 1 | 4 | $ 3,824,924 | 22.00% |
| 1 | 4 | $ 4,013,392 | 22.00% |
| 1 | 4 | $ 4,203,793 | 22.00% |
| 1 | 4 | $ 4,393,228 | 22.00% |
| 1 | 1 | $ 772,459 | 22.00% |
| 1 | 1 | $ 665,720 | 22.00% |

Ring Power CAT

OLYMPIAN™ GENERATORS

CAT Power Systems

**Your North and Central Florida Caterpillar Dealer**

| ST. AUGUSTINE | TALLAHASSEE | OCALA | ORLANDO | TAMPA |
|---|---|---|---|---|
| 500 World Commerce Prkwy | 4752 Capital Circle NW | 6202 N US 301/441 | 9901 Ringhaver Dr. | 9797 Gibsonton Dr |
| St. Augustine, FL 32092 | Tallahassee, FL 32303 | Ocala, FL 34475 | Orlando, FL 32824 | Riverview, FL 33569 |
| **904-737-7730** | **850-562-1622** | **352-732-4600** | **407-855-6195** | **813-671-3700** |

***SALES*** ***SERVICE*** ***PARTS*** ***LEASING*** ***RENTALS***

# QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT

DATE: 4/6/26

QUOTATION NO: JB26028-NG

CUSTOMER NAME: City of New Smyrna Beach
ADDRESS: 124 Industrial Park Ave.
CITY/STATE/ZIP: New Smyrna Beach, FL
CONTACT: Sean Maroney
PHONE: 386-424-2209

ESTIMATED SHIPPING LEAD TIME: **26 weeks after approved submittal**
SHIPPING VIA/FOB: Jobsite
ESTIMATED SUBMITTAL LEAD TIME: **3-4 weeks**
JOBSITE ADDRESS:
CITY/STATE/ZIP: New Smyrna Beach FL
PROJECT NAME: City of New Smyrna Beach PD & FS 53

| DESCRIPTION OF MATERIAL | UNIT PRICE | EXTENSION |
|---|---|---|

**Please ensure quote meets your expectations. Ring Power is pleased to offer this price per the Sourcewell Contract, formerly known as the National Joint Powers Alliance (NJPA) consortium. CAT Contract # 092222-CAT. Ring Power is authorized to use Sourcewell for Federal, State & Local Government projects.**

**For your reference, your Sourcewell Member ID is 37556**

**One (1) New Caterpillar Natural Gas Generator - Model CG18, Rated 450 KW standby at 0.8 PF, 277/480 Volt, Three Phase, 4 Wire, 60 Hz at 1800 RPM, with following options:**

***STANDARD GENERATOR PACKAGE CONSIST:***

UL Listed 2200 Packaged Genset, NFPA 110 upgrade
Main UL circuit breaker, generator mounted
CAT Control panel with safety shutdowns, Engine controls and gauges
Caterpillar Integrated Voltage regulator
ADEM Governor
PMG excitation
Jacket water heater
Battery charger
Electronic O & M Manuals

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Quotation Accepted By: _____Date: _____Tax No.: _____

Customer: _____Salesman's Signature: *Jake Bechtol*

Jake Bechtol, EPG & Industrial Engine Sales.

**TERMS**

- Used equipment is subject to prior sale.
- No sales tax is included.
- Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
- Ring Power requires a purchase order to secure this sales agreement.
- Purchase is made in accordance to the Terms & Conditions of Sourcewell Contract Number 092222-CAT.

| DESCRIPTION OF MATERIAL | UNIT PRICE | EXTENSION |
|---|---|---|
| One (1) Weatherproof Factory Aluminum Enclosure (Sound attenuated) – 180 MPH Wind Load | | |

**Caterpillar Limited Warranty:**
Standard - 2 Year / 1000 hour Caterpillar limited warranty (for Stand-by generator sets & Natural Gas)

| | | |
|---|---|---|
| **Total LIST Price for Above for CAT Items** | **$356,748.00** | |
| SOURCEWELL DISCOUNT – 37% off of List Price | ($131,997.00) | |
| **CAT Genset Price with Sourcewell Discount** | **$224,751.00** | **$224,751.00** |

## CAT DEALER ADDITIONS:
## All receive 5% off List Price per Sourcewell or the typical sale price if no list price is available per the Sourcewell Contract

| | | |
|---|---|---|
| • Freight - Factory to Ring Power / Ring Power to site. | | $7,700.00 |
| • Startup, Load Bank Test and One Hour Training to Personnel | | $16,100.00 |
| • One Remote E-stop, Break Glass | | $1,500.00 |
| • Budget for January 2027 Caterpillar Price Increase | | $12,000.00 |
| • One (1) New ASCO Series 300 SE Rated Automatic Transfer Switch<br>  • 1600 amp, 480 volts, 4 pole<br>  • NEMA 3R Enclosure | | $45,950.00 |
| • One (1) New ASCO Series 3ATS Automatic Transfer Switch<br>  • 800 amp, 208 volts, 3 pole<br>  • UL 1008 Certified<br>  • NEMA 1 Enclosure | | $10,750.00 |
| • Turn-key installation | | $319,485.00 |

**1. General Services & Permitting**
- Eau Gallie Electric will act as the General Contractor and assign a dedicated Project Manager to oversee all phases—from mobilization through closeout.
- Eau Gallie Electric will provide engineering services, including preparation of electrical drawings and delivery of PE-stamped drawings.
- All work will comply with NEC 2020 (Article 702), NFPA 70, and applicable local codes.

**2. Demolition**
- One (1) 1MW Diesel
- One (1) 375KW Diesel

**3. New Equipment Installation (Provided by Ring Power):**
- One (1) Generator 450kW 3PH 277/480V NG
- One (1) ATS 1600A SE rated 480v 4 pole NEMA 3R SPD on Normal (BREAKER PAIR only to replace existing and reuse conductors)
- One (1) ATS 800A 208v 4 pole NEMA 1 SPD on Normal
- One (1) Remote Annunciator for Generator (For PD)
- One (1) E-stop for Generator

**4. New Equipment/Material Installation (Provided by Eau Gallie Electric):**
- One (1) Pad extension if required
- Conductors and Conduits
- One (1) Cables for Remote Annunciator
- Generator accessories circuits
- Step Down Transformer - TX 480 – 208v outdoor

**5. Temporary Power**

| DESCRIPTION OF MATERIAL | UNIT PRICE | EXTENSION |
|---|---|---|

- Includes labor and time to connect customer-supplied temporary generator and associated conductors.

**6. Testing, Commissioning & Training**

- Provide assistance for:
  o Load bank testing
  o Full system start-up and commissioning

**7. Final Documentation & Closeout (When applicable)**

- Provide comprehensive closeout documentation including:
  o Final inspections, Final as-builts, Warranty information

**8. Scope Clarifications**

- Proposal is based on labor performed during **standard business hours** (Monday–Friday, 7:00 AM to 4:00 PM).
- All equipment provided to meet applicable UL, IEEE, NFPA, and FPL standards.
- The existing generator and isolation transformer will be demoed by others.
- EGE to provide generator power to the existing isolation disconnect. No other work is included in the existing service.
- No bollards included. Reuse existing
- Assuming customer-supplied Natural Gas Line within 10' of new generator.
- New ATS must match existing ATS dimensions

| | | |
|---|---|---|
| **TOTAL NET PRICE PER SOURCEWLL CONTRACT# 092222-CAT** | | **$638,236.00** |

Purchase orders must include the current Sourcewell Contract Number 092222-CAT

**Ring Power invoices in full for Equipment, Delivery & Services at the time of delivery.**
**The Start-up portion will be invoiced after completion per the above line item.**

*This quotation is valid for 30 days.*

## ***OPTIONAL ADDERS:***

**Provide One (1) 12 month Maintenance Contract (CVA)**

**Annual Maintenance and Technical Analysis**

- Qualified technician to perform 52 point Technical Analysis and document in an inspection report.
- Take a coolant sample to have Ring Power Oil Laboratory analyze for wear metals, contaminants, and coolant condition.
- Take an oil sample to have Ring Power Oil Laboratory analyze for wear metals, contaminants, and condition.
- Change engine oil filter(s), Change fuel filter(s) utilizing CAT Filters
- Drain engine crankcase oil & refill to proper capacity with CAT DEO ULS Oil
- Test run of the engine to ensure no leaks, will prime fuel system if necessary
- Dispose of used oil and filters adhering to EPA regulations
- Provide an Inspection report, this will advise of any problems noted with the unit. We will advise and secure your authorization before proceeding with any repairs.
- A detailed report of all fluid analyses will be provided if any results appear to be actionable or as requested by the customer.

Standard Pricing is for ground level access

**Ring Power Contact / Product Support Sales Representative for Service Department work is:**
TC Blanford, Generator PSSR, Mobile: 904-754-9861, TC.Blanford@ringpower.com

**BUDGET price below is for reference… Service Work is to be invoiced separately by our Service Department.**

| DESCRIPTION OF MATERIAL | UNIT PRICE | EXTENSION |
|---|---|---|
| **Total NET for above** | | **+ $ 4,500.00** |

**SALES TAX IS NOT INCLUDED**

## ***Exceptions & Clarifications:***

**NOTE:**

1. Notice to Buyer:
   The Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from or associated with the COVID-19 pandemic or any future epidemic, and the Buyer shall not be entitled to any damages including but not limited to liquidated, special, consequential, or punitive, resulting thereof. Furthermore, the Seller's product lead times are based upon the information provided to Seller from its suppliers at the time of quotation. The Buyer accepts that lead times for products can change and do so without notice and due to reasons, that are beyond any control of the Seller. As such, the Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from lead times that extend past those originally quoted, and Buyer shall not be entitled to any damages resulting thereof."
1. The above price includes start-up, testing, and customer training (during normal business hours, Monday-Friday, 8 AM - 4PM). Equipment installation must complete and equipment ready to start-up. This includes all auxiliary power for generator/enclosure accessories, interconnect wiring, Remote Annunciators, etc. If there are questions regarding the locations for termination, our Project Manager will assist you. Return service calls due to incomplete installation (outside of Ring Power's control) may result in additional charges.
2. Training cannot be video recorded without approval in advance. Videographers would be by others if approved.
3. No installation (including shipped loose accessories), labor, conduit, wire, equipment off loading, anchor bolts, pad, fuel or fuel piping, DEF - Diesel Exhaust Fluid (when required), natural gas piping and gas flow meters is included
4. Third Party Testing provided by others (i.e. NETA, Infrared Scanning, etc…)
5. Generators provided with a Circuit Breaker(s) 800 Amps or larger are provided with Buss Bar only, Lugs are provided by others.
6. In some cases, based on the generator set package weights and dimensions, items may ship loose and must be re-assembled by the contractor on site. Those items might include the fuel tank, load frame & generator, generator enclosures, mufflers, stairs, platforms, etc…
7. For fuel tanks over 550 Gallons, it is the Contractor or Owners responsibility to notify the appropriate State, and/or local regulatory agencies prior to delivery of the fuel storage tank so that it can be inspected prior to fueling. The FDEP Registration form can be found in the Ring Power Submittal or on-line in the link below. Per FDEP Breach of Integrity Testing Guidance, tanks will ship from the factory with a vacuum/gauge installed. On-site testing is not included.
   Storage tank registration is available online through the DEP Business Portal in lieu of the paper form:
   •*DEP Business Portal can be found:* http://www.fldepportal.com/go/submit-registration
   •*Instructions on how to navigate the DEP Business Portal can be found on the DEP Registration web page:* http://www.dep.state.fl.us/waste/categories/tanks/pages/registration.htm
8. NO SALES TAX INCLUDED
9. Proposal is based on information supplied by the Customer.
10. No specifications, drawings, or diagrams were received and / or reviewed. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.
11. Under no circumstances does Ring Power accept any flow down provisions without specific written agreement between Ring Power and Buyer
12. Ring Power will be supplying equipment as described in the attached documentation.
13. No equipment will be ordered without an approved Purchase Order.
14. Equipment ordered to meet a specific delivery date, that is then delayed once equipment is received by Ring Power may be billed as Stored Material. This applies when the project is delayed outside of Ring Power's control.
15. Equipment shipped will be invoiced for at the time of delivery.
16. **Ring Power will not release equipment for production until we have received the signed sales agreement and signed and approved submittal from our customer. This is done to insure that we are providing quality equipment that fits our customer's needs.** If you need any assistance, please contact your sales representative.

| DESCRIPTION OF MATERIAL | UNIT PRICE | EXTENSION |
|---|---|---|

Thank you for considering Ring Power Systems for your generator needs.

Jake Bechtol
*Jake Bechtol*
Ring Power Corporation
Electric Power Generation & Industrial Engine Sales
(407) 472-6242 Office – (407) 438-0922 Fax – (321) 288-1242 Cell
jake.bechtol@ringpower.com

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

# CONSIDER THE APPROVAL OF A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF NEW SMYRNA BEACH AND CATHRYNNE K LOOS FOR PROPERTY LOCATED ON 5TH STREET.

**April 28, 2026**

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**Background:**

The City acquired the subject tract from Volusia County in 2017 via a tax deed procedure. The property was separated from the parcel now owned by Mrs. Loos. The parcel is of substandard size and unbuildable under the City's regulations. Mrs. Loos desires to purchase the lot from the City, for $7,500 and replat it as a single lot. The appraised value of the property is $5,800.

**Findings:**

Staff finds this agreement acceptable as it would eliminate the need for Public Works to continually provide maintenance of the tract.
Staff recommends approval.

**Fiscal Analysis:**

The City will realize $7,500 in General Fund Revenue.

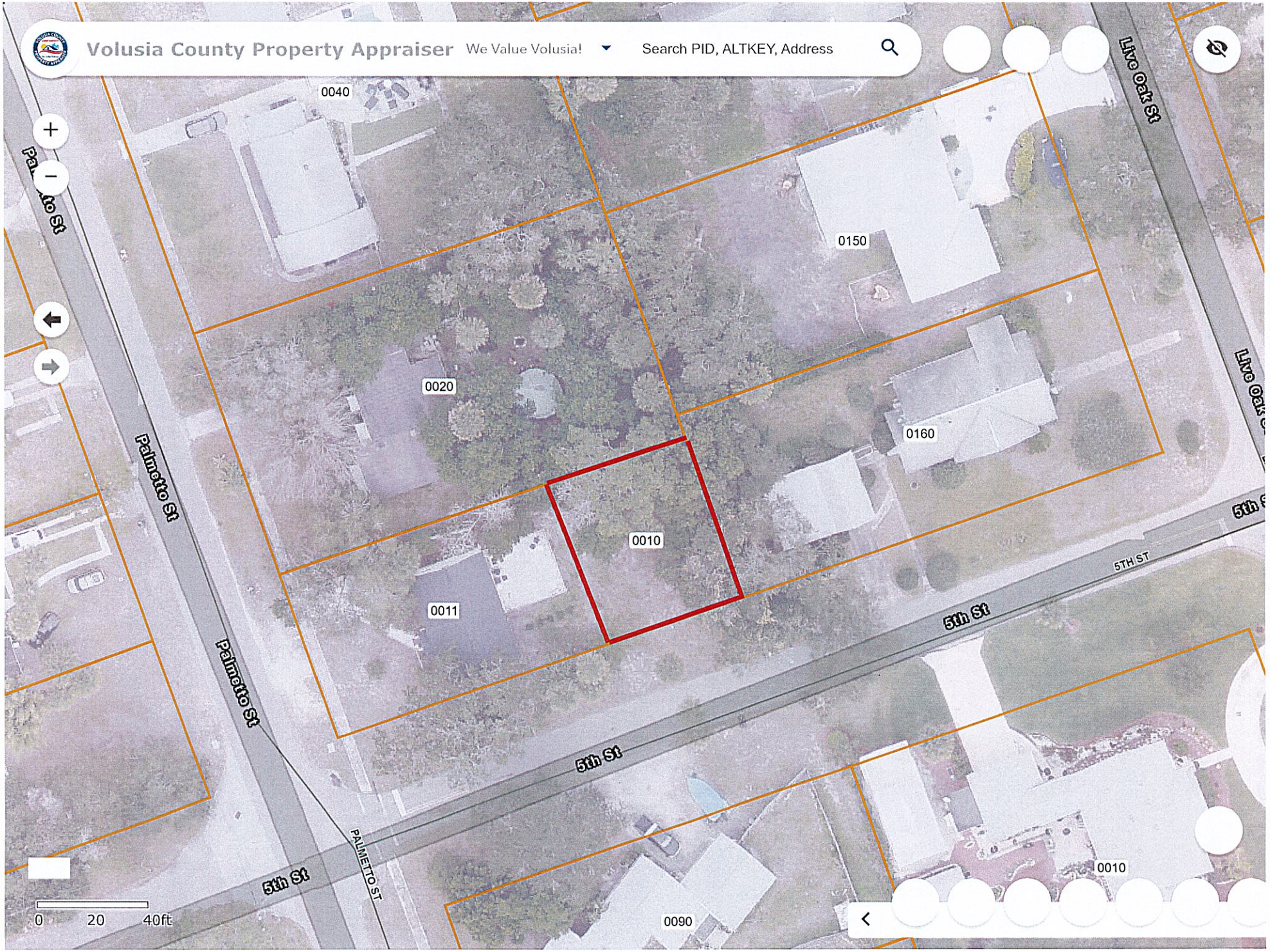
**Strategic Plan Item:**

No

Staff Report Created By: Ron Neibert - Assistant City Manager

**Attachments:**

loos tract-04162026152141.pdf
Vacant Undevelopable Land.pdf
Deed.pdf
loos contract1.1-04222026095000.pdf


Volusia County Property Appraiser
We Value Volusia!
Search PID, ALTKEY, Address
0040
0150
0020
0160
0010
0011
0090
0010
Palmetto St
Live Oak St
5th St
5TH ST
PALMETTO ST
0
20
40ft

# RESTRICTED APPRAISAL REPORT

## 3,000 SQUARE FOOT VACANT UNDEVELOPABLE LOT

## TAX PARCEL # 7444-03-08-0010
## LOCATED ON 5th STREET

## NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA 32168

**PREPARED FOR**

**CATHRYNE LOOS**

**1235 PALMETTO STREET**

**NEW SMYRNA BEACH, FL 32168**

**DATE OF INSPECTION – JANUARY 02, 2026**

**DATE OF VALUE – JANUARY 02, 2026**

**DATE OF REPORT – JANUARY 13, 2026**

**PREPARED BY**

**RONALD S. CROUSE, ASA, CRA, IFAS**

**STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER RZ670**

POMEROY PA APPRAISAL ASSOCIATES OF FLORIDA, INC.
*Real Estate Appraisers — Consultants*
600 N. RIDGEWOOD AVE., SUITE A, EDGEWATER, FL 32132 • TEL. 386-423-5110 • FAX 386-423-3066

January 13, 2026

Cathryne Loos
1235 Palmetto Street
New Smyrna Beach, FL 32168

Re: Restricted Appraisal Report of Undevelopable land Parcel # 7444-03-08-0010
Property located on 5th Street, New Smyrna Beacg FL 32168.
PAA File # 226.01

Dear Ms. Loos:

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 - **$5,800**

**(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) Colton W. Crouse, Registered Trainee Appraiser #RI26143 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 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 5th Street, New Smyrna Beach, Volusia County, Florida, 32168. |
| Tax ID Account # | 7444-03-08-0010 |
| Legal Description | 44-17-34 E 50 FT OF LOT 1 BLK H F E LOVEJOY NEW SMYRNA MB 7 PG 43 MB 21 PG 66 PER CIVIL ACTION PER OR 0058 PG 0247 PER OR 7483 PG 4288 |
| Ownership | CITY OF NEW SMYRNA BEACH |
| Type of Property | Undevelopable Vacant Land |
| Site Size | Rectangular parcel contains 3,000 ± square feet Per Volusia County Property Appraiser. No survey was supplied to the appraiser. All figures were estimated by on line sources. Volusia County records show no wetlands. |
| Site Improvements | None Included |
| Improvements | None Included |
| Easements & Encroachments | None known that affects market value. |
| Current Assessment | $66,700 per (VCPA) |
| Current Taxes | $0 (VCPA) |
| Zoning / Future Land Use | It is zoned R-2 SINGLE FAMILY RESIDENTIAL by New Smyrna Beach. Zoning was estimated from public records. |
| Highest & Best Use Vacant | Some type of residential use in conjunction with adjoining parcel as allowed by zoning, planning regulations, any environmental constraints and demand by the market. |
| As Improved | N/A |
| Marketing/Exposure Period | 24 to 48 months |
| Intended User | City of New Smyrna Beach |
| Date of Value | January 02, 2026 |
| "As Is" Market Value | **$5,800** (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:** Cathryne Loos

**APPRAISER:** Ronald S. Crouse, ASA, CRA, IFAS
State Certified General Real Estate Appraiser RZ670

**SUBJECT:** North Side of 5th Street, New Smyrna Beach, Volusia County, Florida, 32168.Tax ID Account # 7444-03-08-0010

**PURPOSE OF APPRAISAL:** To estimate the market value as defined by the Office of the Comptroller of the Currency under F 12, Part 34, Subpart C.

**INTENDED USE OF REPORT:** For the sole purpose of assisting the client in establishing a market value for the subject property for possible purchase negotiations.

**INTEREST VALUED:** Market value of the subject property in Fee Simple Estate.

**EFFECTIVE DATE OF VALUE:** January 02, 2026

**DATE OF INSPECTION:** January 02, 2026

**DATE OF REPORT:** January 13, 2026

**MARKETABILITY:** The subject site is compatible with the neighborhood; however, the subject is not developable as a stand-alone site. The only reasonable market participants would be an adjoining land owner for assemblage.

## 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 24 to 48 months at or near the appraised value. It is our opinion that a 24-to-48-month exposure time is adequate for the subject property.

**REAL ESTATE APPRAISED:** Tax identification Account Number 7444-03-08-0010.

**OWNERSHIP AND SALES HISTORY:** According to the tax records, the subject property is under the ownership of CITY OF NEW SMYRNA BEACH. There has been no recorded arm's length transaction in the last five years. The city acquired the property 10 2017 for $100.

**ZONING:** REFER TO SUMMARY OF SIGNIFICANT CONCLUSIONS

**IMMEDIATE NEIGHBORHOOD DATA:** The neighborhood is nearly 100% developed with residential structures and there is limited land available for development. To the East. Along Ridgewood Ave is primarily commercial services. We expect the neighborhood; especially commercial and service uses will continue to be in demand to support the residential uses.

## SITE DESCRIPTION

**Location:** The subject is located North Side of 5th. Access is provided to the site by a paved road. It is our assumption the site would be accessible for residential use in conjunction with an adjoining parcel.

**Size/Shape:** The topography generally level to rolling and 50% wooded. The site is a rectangular parcel and contains 3,000± square feet Per Volusia County Property Appraiser. No survey was supplied to the appraiser. All figures were estimated by on line sources.

**Utilities:** There are currently no utilities connected to the site. All available services would need to be run to the site. But as a stand-alone site they are not permitted which also impacts its marketability.

**Access:** Access is provided to the site by a paved Road 5th Street. This road links with other streets in the area.

**Wetlands:** The National Wetlands Inventory Map indicates that the entire site is outside wetland classification.

**IMPROVEMENTS:** None

**HIGHEST AND BEST USE:** The Highest and Best Use as vacant would be for some type of residential use in conjunction with an existing adjoining parcel as allowed by zoning, planning regulations and demand by the market. (Report makes the general assumption that the site can be improved if assembled with an adjoined parcel at present the site is undevelopable)

**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. There was limited data for such type properties. We also searched for sites with development potential as well as sites such as wetlands and conservation easements in an effort to develop the market value for the subject. The most reliable data was used in our analysis to estimate of value for the subject property as vacant.

The sales utilized in this analysis were considered 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. The appraiser compared large and small lots to estimate the contributory value of the additional size of the larger lots. The appraiser also researched sales with and without development potential. The combination of these methods resulted is the final value estimate for the subject.

Due to the volume of the  sales considered in our analysis they are listed in the addendum of the report.

## 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. The most important consideration was the fact that the subject is an undevelopable site.

The first step in the analysis is to estimate the value of the site as if developable. The appraiser considered 3 similar sales in similar neighborhoods to the subject.

PALMETTO ST $160,000 9,280 S.F. = $17.24
PALMETTO ST $175,000 9,600 S.F = $18.23
NEAL ST $170,000 8,625 S.F. = $19.71

Analysis of these sales indicated a value for the site as developable of $18.00.
Subject size 3,200 square feet @ $18.00 per square foot = $57,600

The next step was to estimate the contributory value of the subject as a stand-alone undevelopable site.

This was done by analyzing larger and smaller vacant sites to estimate the additional contributory value as combined as part of a larger site. This analysis indicated a contributory value of between 7% and 8.9% of the value as developable. $57,600 X 9% = $5,184.

Next the appraiser compared developable sites to undevelopable sites such as waste lands, wetlands and lands with conservation easements. This analysis indicated a 90% discount to the subjects estimated value as developable.

$57,600 Discounted at 90% = $5,760.

Based on these two methods the subject's contributory value was estimated at $5,800

**INDICATED LAND VALUE BY THE SALES COMPARISON APPROACH**

Varying degrees of emphasis were placed on both of the valuation methods. Based on the results of our analysis we conclude that the estimated value of the subject as vacant land is $1.93 per square foot. Resulting in the following valuation for the subject property:

3,000 square feet @ $1.93/ SF = **$5,800 (R)**

**RECONCILIATION OF VALUE INDICATIONS AND FINAL VALUE ESTIMATE**

The Approaches and method used in our analysis in valuing the land resulted in the final value conclusion. 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 **$5,800.**

# SUBJECT LOCATION MAP

SUBJECT PROPERTY




1/13/2026, 5:27:24 PM

Parcel

Parcel Text

County Boundary

1:141

0 0 0 0.01 mi

0 0 0 0.01 km

State of Florida, Microsoft, Vantor

ArcGIS Web AppBuilder
VCPA 2021

# SALES CONSIDERED IN THE APPRAISERS ANALYSIS

| PARID | NBHD_DESC | ADRSTR | ADRSUF | ZIP1 | ADDRFULL |
|---|---|---|---|---|---|
| 7443121 | BOARDWALK SUB 9 17 34 MB 8-11 | CRAWFORD | RD | 32169 | 202 CRAWFORD RD |
| 3806361 | WESTSIDE | MYRTLE | AVE | 32168 | 534 N MYRTLE AVE |
| 3719140 | ISLESBORO | FAIRFAX | AVE | 32168 | 2631 FAIRFAX AVE |
| 6278539 | INLET SHORES-MANGROVE ESTATES | MANGROVE ESTATES | CIR | 32168 | 138 MANGROVE ESTATES CIR |
| 6321574 | ISLESBORO | FAIRFAX | AVE | 32168 | 2610 FAIRFAX AVE |
| 4753737 | MINORCAN/MALTESE | TERRIER | WAY | 32168 | 508 TERRIER WAY |
| 3885716 | S MYRTLE & CAVEDO | MYRTLE | AVE | 32168 | S MYRTLE AVE |
| 8003772 | CORONADO BCH,FUQUAY AND ROGERS ET | HILL | ST | 32169 | 1908 HILL ST |
| 3887263 | ANDREWS &AND CAVEDO INSIDE LOTS | 10TH | ST | 32168 | 108 10TH ST |
| 3696051 | ISLESBORO | CRESTWOOD | AVE | 32168 | CRESTWOOD AVE |
| 6104468 | NSB CANAL-WAYNE AVE INSIDE LOTS | NEAL | ST | 32168 | NEAL ST |
| 3783328 | VENEZIA WATERFRONT | VIA DUOMO | | 32169 | 111 VIA DUOMO |
| 7527324 | BOARDWALK SUB 9 17 34 MB 8-11 | CONDICT | DR | 32169 | 220 CONDICT DR |
| 3884205 | ANDREWS &AND CAVEDO INSIDE LOTS | LIVE OAK | ST | 32168 | 1213 LIVE OAK ST |
| 6762481 | SUGAR MILL CNTY CB &ANDEST REPLA | SWEET BAY | AVE | 32168 | 441 SWEET BAY AVE |
| 8022812 | WILDWOOD ACRES | TIMBERLANE | DR | 32168 | S TIMBERLANE DR |
| 8026562 | CONE LAKE AREA NSB | ERENA | DR | 32168 | ERENA DR |
| 8025554 | COLIN PARK | BEACON | ST | 32169 | 1204 BEACON ST |
| 8024595 | FLORIDA DAYS PHASE 5 | CREEK SHORE | TR | 32168 | 2034 CREEK SHORE TR |
| 3871081 | WATERFRONT BTWN WAYNE AVE AND CANAL ST | RIVERSIDE | DR | 32168 | 622 N RIVERSIDE DR |
| 3814088 | CORONADO BCH,FUQUAY AND ROGERS ET | HILL | ST | 32169 | HILL ST |
| 3732529 | CORBIN PARK UNIT 1 AND 2 | DOLORES | ST | 32168 | 644 DOLORES ST |
| 3782569 | VENEZIA WATERFRONT | QUAY ASSISI | | 32169 | QUAY ASSISI |
| 3821084 | FUQUAY ROGERS BLKS 39 -58 MB | 24TH | AVE | 32169 | 829 E 24TH AVE |
| 3814789 | FUQUAY ROGERS BLKS 39 -58 MB | 9TH | AVE | 32169 | 822 E 9TH AVE |
| 3820291 | FUQUAY ROGERS BLKS 39 -58 MB | 21ST | AVE | 32169 | E 21ST AVE |
| 3813880 | HILL ST OCEANFRONT | HILL | ST | 32169 | 2105 HILL ST |
| 8012003 | ANDREWS &AND CAVEDO INTERIOR LOTS | PALMETTO | ST | 32168 | PALMETTO ST |
| 4547509 | CORONADO SHORES UTS 1 THRU 7 | OCEAN | DR | 32169 | OCEAN DR |
| 8020803 | ANDREWS &AND CAVEDO INSIDE LOTS | 10TH | ST | 32168 | 110 10TH ST |
| 3709632 | PIONEER/WILLIAMS | PIONEER | TR | 32168 | 2585 PIONEER TR |
| 3900057 | BOARDWALK SUB 9 17 34 MB 8-11 | NORMANDY | AVE | 32169 | 306 NORMANDY AVE |
| 3901703 | NEW SMYRNA PEN. SUBS | ESTHER | ST | 32169 | 217 ESTHER ST |
| 3901720 | NEW SMYRNA PEN. SUBS | PINE | ST | 32169 | 300 N PINE ST |
| 3872789 | WESTSIDE | CHARLOVIX | ST | 32168 | 541 CHARLOVIX ST |
| 3730925 | ELLISON ACRES MB 8 PG 224 | JUNGLE | RD | 32168 | 125 JUNGLE RD |
| 3733738 | WILDWOOD ACRES | TIMBERLANE | DR | 32168 | 675 S TIMBERLANE DR |
| 5873005 | WESTSIDE | PROPERTY LOCATION IS NOT AVAIL | | 32168 | PROPERTY LOCATION IS NOT AV |
| 3791169 | HILL ST OCEANFRONT | HILL | ST | 32169 | 1809 HILL ST |
| 3807065 | WESTSIDE | MILFORD | PL | 32168 | MILFORD PL |
| 7466759 | FUQUAY ROGERS BLKS 39 -58 MB | 12TH | AVE | 32169 | E 12TH AVE |
| 3676602 | ISLESBORO | NORTH | ST | 32168 | NORTH ST |
| 3720466 | ISLESBORO | BROOKLINE | AVE | 32168 | 2636 BROOKLINE AVE |
| 3797621 | DETWILERS 1ST ADD NEW SMYRNA | PINE | ST | 32169 | 614 S PINE ST |
| 3786891 | RIVERFRNT PARCELS IN COLIN. PAR CT = 104 | PENINSULA | AVE | 32169 | N PENINSULA AVE |
| 8027760 | ARDISIA PARK PHASE 1 | MOON SHELL | CIR | 32168 | 636 MOON SHELL CIR |
| 8027959 | ARDISIA PARK PHASE 1 | MONACO | BLVD | 32168 | 3327 MONACO BLVD |
| 3881931 | WESTSIDE | RONNOC | LN | 32168 | 500 RONNOC LN |
| 3708571 | PIONEER/WMS SOUTH TO 44 | GLENCOE | RD | 32168 | N GLENCOE RD |
| 3675606 | ISLESBORO | HARDY | AVE | 32168 | 2894 HARDY AVE |
| 3806026 | WESTSIDE | DUSS | ST | 32168 | 509 N DUSS ST |
| 3705203 | NSB- MISC MXD W OF HWY 1 | HALLECK | ST | 32168 | HALLECK ST |
| 3806158 | WESTSIDE | DUSS | ST | 32168 | 608 N DUSS ST |
| 5114180 | INLET VILLAS MB 42 PG 170-172 | VILLA | WAY | 32169 | 2146 VILLA WAY |
| 3875486 | BETWEEN CANAL &AND 44 | MYRTLE | AVE | 32168 | S MYRTLE AVE |
| 3873106 | WESTSIDE | RONNOC | LN | 32168 | 554 RONNOC LN |
| 3808568 | WESTSIDE | DUSS | ST | 32168 | N DUSS ST |
| 8029679 | ANDREWS &AND CAVEDO INTERIOR LOTS | PALMETTO | ST | 32168 | PALMETTO ST |
| 8008275 | THE MEADOWS AT SUGAR MILL | LOCH LOMOND | CT | 32168 | 1120 LOCH LOMOND CT |
| 7004488 | A S BROWNS SUB MB 1 PG 122 | SAXON | DR | 32169 | 4107 SAXON DR |
| 3799232 | THOBURNS NSB/205 PARCELS | 1ST | AVE | 32169 | 813 E 1ST AVE |
| 8027647 | PALMS PHASE 6 | TIGER PALM | WAY | 32168 | 3186 TIGER PALM WAY |
| 3867408 | NSB CANAL-WAYNE AVE INSIDE LOTS | FAULKNER | ST | 32168 | 1006 FAULKNER ST |

ADDRFULL

## 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<br>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<br>(Thousands of Chained 2017 Dollars) | Volusia County | Florida |
|---|---|---|
| 2017 GDP | 17,886,662 | 1,014,866,863 |
| Percent of the State | 1.8% | |
| 2018 GDP | 18,452,820 | 1,050,433,812 |
| Percent of the State | 1.8% | |
| 2019 GDP | 18,903,505 | 1,084,913,903 |
| Percent of the State | 1.7% | |
| 2020 GDP | 18,956,514 | 1,069,758,799 |
| Percent of the State | 1.8% | |
| 2021 GDP | 20,030,621 | 1,170,526,307 |
| Percent of the State | 1.7% | |
| 2022 GDP | 21,063,169 | 1,239,883,625 |
| Percent of the State | 1.7% | |
| 2023 GDP | 21,986,706 | 1,292,787,615 |
| Percent of the State | 1.7% | |

## Population by Housing Type

| | Volusia County | Florida |
|---|---|---|
| Household Population | 536,793 | 21,073,604 |
| Household Population per Occupied Housing Unit | 2.31 | 2.47 |
| Group Quarters Population | 16,750 | 464,583 |

## Housing

| Housing Counts | Volusia County | Florida |
|---|---|---|
| Housing units, 2020 Census | 272,325 | 9,865,350 |
| Occupied | 232,301 | 8,529,067 |
| Vacant | 40,024 | 1,336,283 |

## Building Permits

| Units Permitted | Volusia County | Florida |
|---|---|---|
| 2000 | 3,587 | 155,269 |
| 2010 | 715 | 38,679 |
| 2020 | 4,581 | 164,074 |
| 2021 | 5,196 | 213,494 |
| 2022 | 5,298 | 211,962 |
| 2023 | 4,553 | 193,788 |

## Density

| Persons per square mile | Volusia County | Florida |
|---|---|---|
| 2000 | 401.9 | 296.4 |
| 2010 | 449.2 | 350.6 |
| 2020 | 502.6 | 401.4 |
| 2023 | 529.8 | 421.9 |
| 2024 | 539.9 | 429.0 |

## Households and Family Households

| Households | Volusia County | Florida |
|---|---|---|
| Total households, 2000 Census | 184,723 | 6,338,075 |
| Family households, 2000 Census | 120,064 | 4,210,760 |
| % with own children under 18 | 37.0% | 42.3% |
| Total households, 2010 Census | 208,236 | 7,420,802 |
| Family households, 2010 Census | 130,386 | 4,835,475 |
| % with own children under 18 | 34.6% | 40.0% |
| Average Household Size, 2010 Census | 2.31 | 2.48 |
| Average Family Size, 2010 Census | 2.84 | 3.01 |
| Total households, 2020 Census | 232,301 | 8,529,067 |
| Family households, 2020 Census | 144,939 | 5,571,482 |
| % with own children under 18 | 30.8% | 36.0% |

According to Census definitions, a household includes all of the people who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated people who share living quarters. A family includes a householder and one or more other people living in the same household who are related to the householder by birth, marriage, or adoption.
Census counts may be corrected for Census Count Question Resolution (CQR).

## Employment and Labor Force

| Establishments 2023 | Volusia County | Florida |
|---|---|---|
| All industries | 16,865 | 878,947 |
| Natural Resource & Mining | 119 | 5,771 |
| Construction | 2,066 | 82,738 |
| Manufacturing | 531 | 25,599 |
| Trade, Transportation and Utilities | 3,010 | 151,500 |
| Information | 249 | 19,752 |
| Financial Activities | 1,676 | 95,132 |
| Professional & Business Services | 3,741 | 226,936 |
| Education & Health Services | 1,923 | 100,498 |
| Leisure and Hospitality | 1,688 | 66,309 |
| Other Services | 1,307 | 59,548 |
| Government | 129 | 5,830 |

| Establishments % of All Industries | Volusia County | Florida |
|---|---|---|
| All industries | 16,865 | 878,947 |
| Natural Resource & Mining | 0.7% | 0.7% |
| Construction | 12.3% | 9.4% |
| Manufacturing | 3.1% | 2.9% |
| Trade, Transportation and Utilities | 17.8% | 17.2% |
| Information | 1.5% | 2.2% |
| Financial Activities | 9.9% | 10.8% |
| Professional & Business Services | 22.2% | 25.8% |
| Education & Health Services | 11.4% | 11.4% |
| Leisure and Hospitality | 10.0% | 7.5% |
| Other Services | 7.7% | 6.8% |
| Government | 0.8% | 0.7% |

| Average Annual Employment % of All Industries, 2023 | Volusia County | Florida |
|---|---|---|
| All industries | 186,402 | 9,678,557 |
| Natural Resource & Mining | 0.7% | 0.7% |
| Construction | 6.5% | 6.5% |
| Manufacturing | 6.5% | 4.4% |
| Trade, Transportation and Utilities | 20.1% | 20.2% |
| Information | 0.7% | 1.6% |
| Financial Activities | 4.3% | 6.9% |
| Professional & Business Services | 10.5% | 16.7% |
| Education & Health Services | 20.3% | 15.1% |
| Leisure and Hospitality | 15.8% | 13.4% |
| Other Services | 2.8% | 3.0% |
| Government | 11.4% | 11.2% |

Industries may not add to the total due to confidentiality and unclassified.

| Average Annual Wage 2023 | Volusia County | Florida |
|---|---|---|
| All industries | $51,987 | $66,446 |
| Natural Resource & Mining | $31,794 | $46,398 |
| Construction | $57,538 | $66,902 |
| Manufacturing | $62,555 | $78,331 |
| Trade, Transportation and Utilities | $43,283 | $59,161 |
| Information | $83,577 | $112,704 |
| Financial Activities | $73,701 | $101,130 |
| Professional & Business Services | $62,321 | $83,076 |
| Education & Health Services | $61,907 | $63,868 |
| Leisure and Hospitality | $28,482 | $35,528 |
| Other Services | $40,217 | $49,293 |
| Government | $57,753 | $67,715 |

| Labor Force as Percent of Population Aged 18 and Older | Volusia County | Florida |
|---|---|---|
| 2000 | 59.3% | 63.7% |
| 2010 | 58.8% | 61.8% |
| 2020 | 54.2% | 58.1% |
| 2021 | 55.5% | 59.1% |
| 2022 | 55.9% | 59.8% |
| 2023 | 56.4% | 60.4% |

| Unemployment Rate | Volusia County | Florida |
|---|---|---|
| 2000 | 3.4% | 3.7% |
| 2010 | 11.9% | 10.8% |
| 2020 | 8.0% | 8.1% |
| 2021 | 4.7% | 4.7% |
| 2022 | 3.3% | 3.0% |
| 2023 | 3.3% | 2.9% |

## Income and Financial Health

| Personal Income ($000s) | Volusia County | Florida |
|---|---|---|
| 2000 | $10,590,073 | $471,588,082 |
| 2010 | $16,667,437 | $730,690,145 |
| % change 2000-2010 | 57.4% | 54.9% |
| 2020 | $26,246,788 | $1,220,782,745 |
| % change 2010-2020 | 57.5% | 67.1% |
| 2021 | $29,365,329 | $1,358,786,260 |
| % change 2020-2021 | 11.9% | 11.3% |
| 2022 | $30,428,742 | $1,436,107,237 |
| % change 2021-2022 | 3.6% | 5.7% |
| 2023 | $32,955,808 | $1,553,426,399 |
| % change 2022-2023 | 8.3% | 8.2% |

| Per Capita Personal Income | Volusia County | Florida |
|---|---|---|
| 2000 | $23,801 | $29,387 |
| 2010 | $33,718 | $38,778 |
| % change 2000-2010 | 41.7% | 32.0% |
| 2020 | $47,225 | $56,540 |
| % change 2010-2020 | 40.1% | 45.8% |
| 2021 | $51,848 | $62,242 |
| % change 2020-2021 | 9.8% | 10.1% |
| 2022 | $52,494 | $64,557 |
| % change 2021-2022 | 1.2% | 3.7% |
| 2023 | $55,824 | $68,703 |
| % change 2022-2023 | 6.3% | 6.4% |

| Earnings by Place of Work ($000s) | | |
|---|---|---|
| 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 | | |
|---|---|---|
| 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 | | |
|---|---|---|
| All ages in poverty | 11.9% | 12.4% |
| Under age 18 in poverty | 19.3% | 16.0% |
| Related children age 5-17 in families in poverty | 18.2% | 15.3% |

| Personal Bankruptcy Filing Rate (per 1,000 population) | Volusia County | Florida |
|---|---|---|
| 12-Month Period Ending September 30, 2022 | 1.32 | 1.14 |
| 12-Month Period Ending September 30, 2023 | 1.34 | 1.16 |
| State Rank | 9 | NA |

NonBusiness Chapter 7 & Chapter 13

## Reported County Government Revenues and Expenditures

| Revenue 2021-22 | Volusia County | Florida* |
|---|---|---|
| Total - All Revenue Account Codes ($000s) | $1,634,431.3 | $100,987,094.3 |
| Per Capita $ | $2,853.33 | $4,753.99 |
| % of Total | 100.0% | 100.0% |
| General Government Taxes ($000s) | $383,359.6 | $38,773,224.6 |
| Per Capita $ | $669.26 | $1,825.26 |
| % of Total | 23.5% | 38.4% |
| Permits, Fee, and Special Assessments ($000s) | $55,965.0 | $4,209,936.0 |
| Per Capita $ | $97.70 | $198.18 |
| % of Total | 3.4% | 4.2% |
| Intergovernmental Revenues ($000s) | $131,654.0 | $8,275,034.7 |
| Per Capita $ | $229.84 | $389.55 |
| % of Total | 8.1% | 8.2% |
| Charges for Services ($000s) | $234,396.9 | $25,774,652.2 |
| Per Capita $ | $409.20 | $1,213.35 |
| % of Total | 14.3% | 25.5% |
| Judgments, Fines, and Forfeits ($000s) | $3,115.2 | $2,289,306.5 |
| Per Capita $ | $5.44 | $107.77 |
| % of Total | 0.2% | 2.3% |
| Miscellaneous Revenues ($000s) | $623,763.9 | $8,397,909.0 |
| Per Capita $ | $1,088.94 | $395.33 |
| % of Total | 38.2% | 8.3% |
| Other Sources ($000s) | $202,176.7 | $13,267,031.3 |
| Per Capita $ | $352.95 | $624.55 |
| % of Total | 12.4% | 13.1% |

* All County Governments Except Duval - The consolidated City of Jacksonville / Duval County figures are included in municipal totals rather than county government totals.

** (Not Court-Related)

| Expenditures 2021-22 | Volusia County | Florida* |
|---|---|---|
| Total - All Expenditure Account Codes ($000s) | $1,540,760.33 | $87,375,419.16 |
| Per Capita $ | $2,689.80 | $4,113.22 |
| % of Total | 100.0% | 100.0% |
| General Government Services** ($000s) | $769,278.11 | $36,715,485.34 |
| Per Capita $ | $1,342.98 | $1,728.39 |
| % of Total | 49.9% | 42.0% |
| Public Safety ($000s) | $241,090.49 | $13,363,472.90 |
| Per Capita $ | $420.89 | $629.09 |
| % of Total | 15.6% | 15.3% |
| Physical Environment ($000s) | $77,486.81 | $5,823,076.34 |
| Per Capita $ | $135.27 | $274.12 |
| % of Total | 5.0% | 6.7% |
| Transportation ($000s) | $101,699.60 | $6,146,973.86 |
| Per Capita $ | $177.54 | $289.37 |
| % of Total | 6.6% | 7.0% |
| Economic Environment ($000s) | $42,806.83 | $2,095,127.71 |
| Per Capita $ | $74.73 | $98.63 |
| % of Total | 2.8% | 2.4% |
| Human Services ($000s) | $48,062.77 | $4,845,695.64 |
| Per Capita $ | $83.91 | $228.11 |
| % of Total | 3.1% | 5.5% |
| Culture / Recreation ($000s) | $56,255.27 | $2,101,309.57 |
| Per Capita $ | $98.21 | $98.92 |
| % of Total | 3.7% | 2.4% |
| Other Uses and Non-Operating ($000s) | $162,593.03 | $12,196,205.02 |
| Per Capita $ | $283.85 | $574.14 |
| % of Total | 10.6% | 14.0% |
| Court-Related Expenditures ($000s) | $41,487.43 | $4,088,072.79 |
| Per Capita $ | $72.43 | $192.45 |
| % of Total | 2.7% | 4.7% |

## Quality of Life

| Crime | Volusia County | Florida |
|---|---|---|
| Crime rate, 2020 (index crimes per 100,000 population) | 1,986.5 | 2,158.0 |
| Admissions to prison FY 2023-24 | 1,211 | 27,227 |
| Admissions to prison per 100,000 population FY 2023-24 | 203.7 | 118.3 |

## Health Insurance Status

| Percent Insured by Age Group | Volusia County | Florida |
|---|---|---|
| Under 65 years | 87.2% | 86.1% |
| Under 19 years | 93.9% | 92.7% |
| 18 to 64 years | 85.1% | 83.8% |

## Education

| Public Education Schools Traditional Setting (2023-24) | Volusia County School District | Florida |
|---|---|---|
| Total (state total includes special districts) | 80 | 3,787 |
| Elementary | 48 | 1,877 |
| Middle | 12 | 565 |
| Senior High | 11 | 729 |
| Combination | 9 | 616 |

| Educational attainment Persons aged 25 and older | Volusia County | Florida |
|---|---|---|
| % HS graduate or higher | 91.9% | 89.6% |
| % bachelor's degree or higher | 27.2% | 33.2% |

## State and Local Taxation

| 2024 | Volusia County | |
|---|---|---|
| | County-Wide | Not County-Wide* |
| County | 3.2007 | 0.3418 |
| School | 5.2850 | |
| Municipal | | 4.4081 |
| Special Districts | 2.5966 | 1.7944 |

*MSTU included in Not County-Wide "County" category

## State Infrastructure

| Transportation | Volusia County | Florida |
|---|---|---|
| State Highway | | |
| Centerline Miles | 359.6 | 12,189.9 |
| Lane Miles | 1,417.5 | 45,742.2 |
| **Conservation Land (land acres only)** | | |
| State-Owned (includes partially-owned) | 138,822 | 5,689,323 |
| % of Total Conservation Land (CL) | 62.0% | 54.9% |
| % of Total Area Land | 19.7% | 16.6% |
| % of Florida State-Owned CL | 2.4% | |

**Other County Profiles**

Criminal Justice County Profiles

School District Profiles

Prepared by:
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

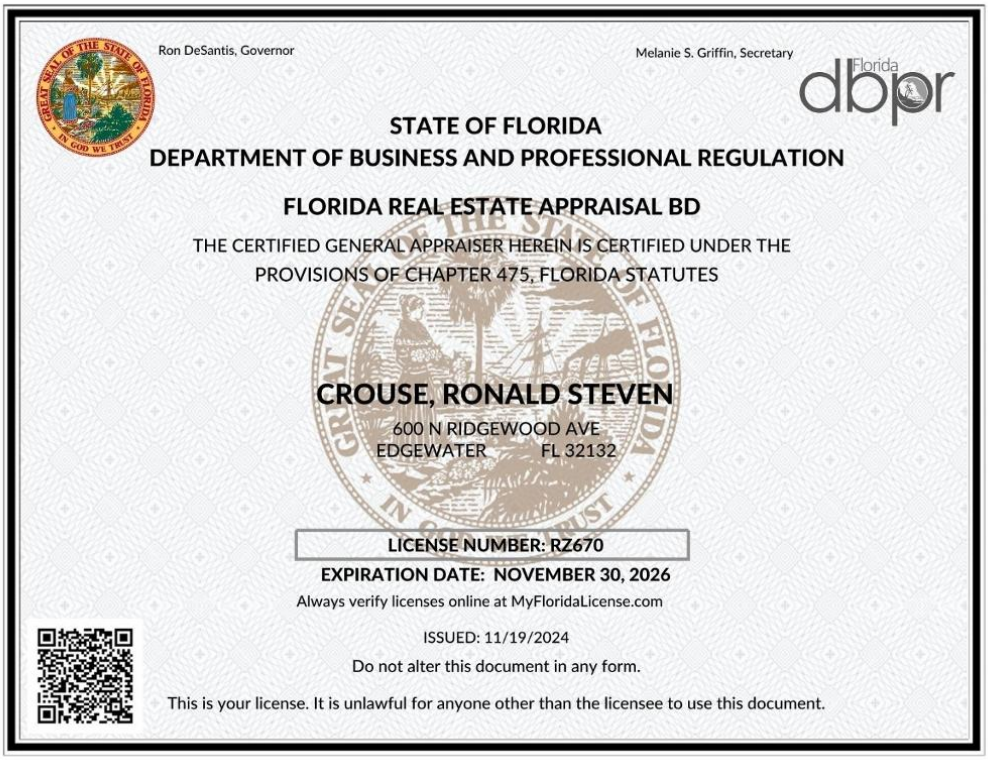
| | | | | | |
|---|---|---|---|---|---|
| 219.005 | 448 | SHORES BLVD | ST AUGUSTINE | ST JOHNS CNTY - JESSICA | OLD FIRE STATION PROPERTY |
| 219.007 | | STRAWN PARTIAL SURPLUS | VOLUSIA CNTY | SJRWMD | REVIEW |
| 219.009 | | OLD MOULTRIE RD | ST AUGUSTINE | ST JOHNS CNTY - LAURIE | LAND ACQUISITION |
| 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.

This Instrument Prepared By:
Thomas R. Brown, III, Esq.
County of Volusia
123 W. Indiana Avenue
DeLand, Florida 32720
386-736-5950

SPACE ABOVE THIS LINE FOR RECORDING DATA

# COUNTY DEED
## F.S. 125.411 Statutory Form

**THIS DEED,** executed the 7TH day of December, 2017, by the **COUNTY OF VOLUSIA,** a political subdivision of the State of Florida, hereinafter referred to as GRANTOR, to **THE CITY OF NEW SMYRNA BEACH,** a municipal corporation, hereinafter referred to as Grantee.

(Whenever used herein, the terms "Grantors" and "Grantees" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**W I T N E S S E T H:**

Grantor, pursuant to section 197.592(3), Florida Statutes, conveys unto Grantee, its successors and assigns forever, all of its interest, including any reservation referenced in section 270.11 Florida Statutes, in the following described land that was escheated to Grantor by Final Decree recorded at Civil Action 58, PAGE 247 situate, lying and being in Volusia County, Florida, to wit:

East 50 feet of Lot 1, Block "H" F.E. Lovejoy Addition New Smyrna, Map Book 21, Page 66, Public Records of Volusia County, Florida.

PARCEL ID: 7444-03-08-0010

**IN WITNESS WHEREOF,** the Grantor has caused these presents to be executed in its name by the County Council acting by the Chair of said Council, and its seal affixed on the day and year first above written.

COUNTY COUNCIL
VOLUSIA COUNTY, FLORIDA

Ed Kelley
ED KELLEY, COUNTY CHAIR

ATTEST:

JAMES T. DINNEEN, COUNTY MANAGER

(SEAL)

Note: Pursuant to F.S. 125.411(2) a County Deed of conveyance is not required to be witnessed or acknowledged and can be recorded for record when properly executed.

## PURHASE AND SALE AGREEMENT

**THIS AGREEMENT** entered into this ___ day of April, 2026, between **CITY OF NEW SMRYNA BEACH**, whose address is 210 Sams Avenue, New Smyrna Beach, Florida, 32168 ("Seller"), and Cathryne K Loos, whose address is 1235 Palmetto Street, New Smyrna Beach, Florida, 32168, ("Buyer").

RECITALS

A. The addresses and telephone numbers of the parties to this Agreement are as follows:

**SELLER**

City of New Smyrna Beach
Kevin Cowper, City Manager
210 Sames Avenue
New Smyrna Beach, Florida 32168
Telephone: (386) 410-2600
Email: kcowper@cityofnsb.com

**BUYER:**

Cathryne K Loos
1235 Palmetto Street
New Smyrna Beach, Florida 32168-7608

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. **As-Is Sale**. Buyer acknowledges and agrees that the Property is being sold and conveyed "AS IS, WHERE IS, WITH ALL FAULTS," and in its present condition as of the date of this Agreement and as of Closing.

Seller makes **no representations or warranties**, express or implied, as to the physical condition of the Property, including but not limited to soil conditions, environmental conditions, wetlands, flooding, improvements, suitability for any particular purpose, or compliance with laws, except as expressly set forth in this Agreement.

Seller shall have **no obligation to make repairs, replacements, or improvements** to the Property.

2. **Inspection Period**. A period of thirty (30) days from the effective date of this Agreement, shall constitute the 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 Thousand Five Hundred and 00/100 dollars ($7,500.00) (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.
   c. Subject to approval. This agreement is subject to the approval by the New Smyrna Beach City Commission.

4. **Closing**. In the event Buyer does not terminate this Agreement as permitted herein, the Closing shall take place on or before the last day of May 2026, at a time and place mutually agreeable to the parties. The closing agent shall be a title company of the Buyer's choosing.

The parties may arrange to close by mail.

Seller shall deliver to Buyer at closing the following documents:

   a. a quit-claim deed to the Property; and

   b. such other instruments and documents as Buyer's counsel may reasonably request for the purpose of confirming proper and lawful execution and delivery of the Property to Buyer in accordance with this Agreement; and

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. transfer or documentary taxes, if any, on the deed of conveyance;

iii. cost of any boundary surveys Buyer deems appropriate;

iv. cost of any environmental site assessments or other investigations Buyer deems appropriate;

v. If Buyer obtains financing for this transaction, 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.

vi. 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;

vii. transfer or documentary taxes, if any, on the deed of conveyance;

b. All other expenses, including, without limitation, attorneys' fees, shall be paid by the party incurring the same.

6. **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."

7. **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.

8. **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.

9. **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.

10. **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:**

City of New Smyrna Beach

_____
Witness

_____
Name: Kevin A. Cowper
Title: City Manager

Date: _____

_____
Witness

**BUYER:**

Kendra Cunningham
Witness

Cathryne K. Loos
Cathryne K Loos

Date: April 3, 2026

Witness

Approved as to form and legality

BY: _____

# EXHIBIT "A'
## LEGAL DESCRIPTION

Parcel ID Number: 744403080010

44-17-34 E 50 FT OF LOT 1 BLK H F E LOVEJOY NEW SMYRNA MB 7 PG 43 MB 21 PG 66 PER CIVIL ACTION PER OR 0058 PG 0247 PER OR 7483 PG 4288

**THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES**

**SPECIAL EVENT: CONSIDER THE APPROVAL OF THE FLAGLER TAVERN CINCO DE MAYO CELEBRATION 2026 EVENT, TO BE HELD ON MONDAY MAY 5, 2026.**

**April 28, 2026**

---

**Background:**

The Flagler Tavern requests the approval to present their Cinco de Mayo Celebration 2026, which will be held on Monday May 5, 2025 between the hours of 12pm and 10pm, with breakdown completed by midnight. The event is being produced by the Flagler Tavern, they are requesting extension of the event premises to include a portion of the business parking lot at 414 Flagler Avenue. There will be no admission charge to the event, with an anticipated 250 attendees. This event has been continuously held since 2018. Entertainment will be provided by a DJ through the use of a sound system/speakers, between 12pm and 10pm. Flagler Tavern will provide two Port-O-Lets on site for public restroom facilities. The event will have alcoholic beverage sales within the parking lot area. All alcohol consumption will be restricted to the area inside a fenced perimeter, with designated entry/exit points. Alcoholic beverages will be sold through the Flagler Tavern, licensee to sell alcohol. Private security for the event will be provided by the Flagler Tavern. On-site parking will be available, with no restricted or obstructed public sidewalks or streets. Flagler Tavern has entered into an agreement with Collado Real Estate located on Flagler Avenue, providing 12 additional off-street parking spots during the duration of the event.

**Findings:**

Staff recommends the approval of the Flagler Tavern Cinco de Mayo Celebration 2026 Event, to be held on Monday May 5, 2026.

**Fiscal Analysis:**

The following permit and event fees will be collected by the city:

Leisure Services Major Event Fee: $532.50

Banner Fee (2): $53.25

**Strategic Plan Item:**

No

Staff Report Created By: Robert Salazar - Leisure Services Director

**Attachments:**

APPLICATION_-_FLAGLER_TAVERN_CINCO_DE_MAYO_CELEBRATION.pdf

# City of New Smyrna Beach

## Special Event Application Follow-Up Form

**Name of Event:** Flagler Tavern Cinco de Mayo Celebration

**Event Date:** 5/5/26

**Contact Information:** Elaine Statthakis 415-336-0194

**Brief Event Description:** Extension of premise to include a portion of Flagler Tavern's parking lot for Cinco de Mayo Celebration

**Staff Reviewed:**

| Name | Department | Ext. | E-mail | Signature | Date |
|---|---|---|---|---|---|
| Rob Salazar | Leisure Services | 2890 | rsalazar@cityofnsb.com | | 4/14/26 |
| Kevin Precourt | Public Works | 2205 | kprecourt@cityofnsb.com | | 4-7-26 |
| Stephanie Doster | Planning & Dev. | 2800 | sdoster@cityofnsb.com | | 4-7-26 |
| Don Wiech | Fire Department | 7631 | dwiech@cityofnsb.com | | 4-7-26 |
| James Roberts | Fire Department | 8125 | jroberts@cityofnsb.com | | 4-7-26 |
| William Helms | Police Department | 2297 | whelms@cityofnsb.com | Sgt. | 4-10-26 |
| Barbara Bobelak | Code Enforcement | 2800 | bbobelak@cityofnsb.com | | 4-7-26 |
| Lauren Gawel | Bldg. Department | 2800 | lgawel@cityofnsb.com | | 4/10/26 |
| Steven Mendygral | Parking | 2609 | smendygral@cityofnsb.com | | 4/7/26 |

**Conditions of Approval:**

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

LS Major Special Event

**Banner Request:** Yes ☑ No ☐ **Entered into RecTrac** _____ **Agenda Item Complete** 4/14/26

**Road Closures:**

N/A

**City Commission Approval Required?** Yes ☑ No ☐ **Agenda Date** 4/28/26 **City Event?** Yes ☐ No ☑

# Special Event Application

**Form Submission ID: 27185918**
**Submission Date/Time: 03/31/2026 at 11:30 am**
**Form Status: New**
**Patron Email Address: marketing@flaglertavern.com**
**Name: Elaine Stathakis**

##  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**

Flagler Tavern Cinco de Mayo Celebration

**Name of Producer and/or Promoter**

Flagler Tavern

**Type of Organization**

For-Profit

**Address**

414 Flagler Avenue

**City**

New Smyrna Beach

**State**

FL

**Zip Code**

32169

**Work Phone**

(386)402-8861

**Home Phone**

(415)336-0194

**Website**

www.flaglertavern.com

# Special Event Application

##  Billing Information: 

**Is the party responsible for billing the same as above?**

No

**If no, please provide the proper information below.**

**Name**

Cheryl Perry, Accounts Payable Flagler Tavern

**Address**

414 Flagler Avenue, New Smyrna Beach, FL 32169

##  EVENT INFORMATION: 

**Event Date:**

05/05/2026

**Location of Event**

Flagler Tavern Parking Lot, 414 Flagler Avenue, NSB, FL 32169

**Description of Event**

Extension of premise to include a portion of Flagler Tavern's parking lot for Cinco de Mayo Celebrat

**Site Plans are required and must include: Pedestrian AccessParking and Vehicular AccessLocation of Port-O-Lets (if any)Dumpsters and/or Trash CansNumber and Location of Vendor Display Areas Venue/Stage (if any)TentsBarricades/Cones Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for a minimum of $1,000,000 must be provided no later than five days prior to the scheduled event. Proof of insurance is required for all events if applicable.**

**Will an admission fee be charged at or prior to the event?**

No

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

No

**Event Start Time:**

12:00 pm

**Event End Time:**

10:00 pm

**Set Up Start Time:**

# Special Event Application

08:00 am

**Breakdown End Time:**

11:00 pm

**Alternative Date:**

05/06/2026

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

Social Media (No alternative date, Application does not allow for a no alternative date option)

**Anticipated number of attendees?**

250

**Have you held this event in the City of New Smyrna Beach previously?**

Yes

**If yes, when?**

2018-2025

**Have you held this event in another city?**

No

**If yes, list location(s):**

No

**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.**

**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?**

# Special Event Application

No

## <b> ENTERTAINMENT: </B>

**Will there be entertainment?**

Yes

**If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.**

DJ Music

**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**

DJ Nique

**Type of System:**

DJ PA

**Sound Start Time:**

12:00 pm

**Sound End Time:**

09:00 pm

**Will there be carnival games and/or rides?**

No

**If yes, please describe the types of games and/or rides.**

None

**Name of Contractor**

None

**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**

None

# Special Event Application

**Policy Number**

None

## <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.**

None

**Location of Special Effects**

None

**Effects Producer/Company Name**

None

**Address**

None

**Phone Number**

()-

**Fax Number**

None

**Proof of insurance is required for all special events.**

**Insurance Company**

None

**Policy Number**

None

**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.**

None

**Breakdown: Date:____Start:____a.m./p.m. End:____a.m./p.m.**

None

## <b> PROPOSED RETAIL SALES: </B>

**Will there be any retail sales?**

No

## If yes, complete below.

**How many vendor locations do you hope to accomodate?**

0

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

None

**Will there be food trucks at this event?**

No

# Special Event Application

##  PROPOSED SPONSORS: </B>

**Will there be any sponsors?**

No

## If yes, complete below.

**How many commercial sponsors with on-site visibility do you anticipate (including product sampling, giveaways, exhibits, and advertising)**

None

##  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:**

Flager Tavern

**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?**

Internet

**Telephone number to be released for public information**

386-402-8861

# Special Event Application

## <b> SIGNS: </B>

**Will you be using signs at your event?**

Yes

**How many signs and what dimensions?**

Requesting 2 Roadside Banners

**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.**

1 20x20 tent + 4 10x10 tents

**List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?**

None

## <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):**

None

**Will public parking areas, streets, sidewalks, etc., be restricted or obstructed?**

No

# Special Event Application

## PORT-O-LETS & SANITATION:

**How many Port-O-Lets will be on-site?**

2

**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?**

Flagler Tavern private security will be provided at all entrance/exit points

**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):**

Elaine Stathakis 415-336-0194

**Contact Name & Phone Number (2):**

Debbie Morton 518-573-1858

**Upload Site Map**

\Question Answers Only\763\FTParkingLot-Map.jpg

**Upload Documents**

\Question Answers Only\764\Alcohol safety plan2026.pdf

**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.**

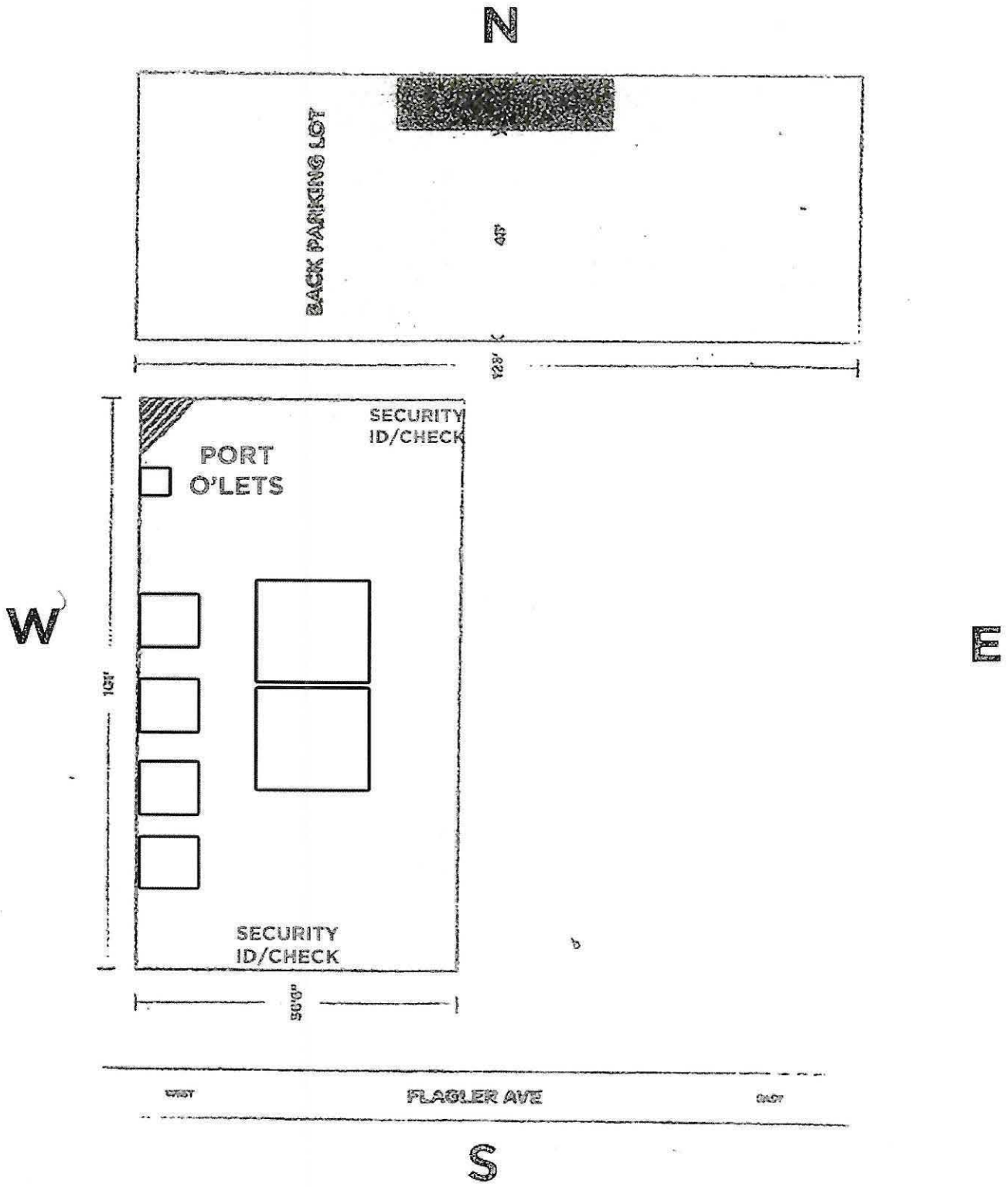
# Special Event Application

**Printed Name:**

Elaine Stathakis

**Date:**

03/31/2026




FLAGLER TAVERN | 414 FLAGLER AVENUE | NEW SMYRNA BEACH, FL 32169
386-402-8861 | FLAGLERTAVERN.COM

**THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES**

**SPECIAL EVENT: CONSIDER THE APPROVAL OF THE FLAGLER TAVERN SUMMER SOLSTICE CELEBRATION 2026, TO BE HELD ON SATURDAY JUNE 20, 2026.**

**April 28, 2026**

---

**Background:**

The Flagler Tavern requests the approval to present their Summer Solstice Celebration Event 2026, which will be held on Saturday June 20, 2026. The event hours will be 12pm to 10pm, with breakdown completed by 12am. The event is being held in the Flagler Tavern, they are requesting extension of the event premises to include a portion of the business parking lot at 414 Flagler Avenue. There will be no admission charge to the event, with an anticipated 250 attendees. This event is held yearly. Entertainment will be provided by a DJ through the use of a sound system/speakers, between 12pm and 10pm. Flagler Tavern will provide two Port-O-Lets on site for public restroom facilities. The event will have alcoholic beverage sales within a secured area of the parking lot at 414 Flagler Avenue. Alcoholic beverages will be sold through The Flagler Tavern, licensee to sell alcohol. All alcohol consumption will be restricted to the area inside a fenced perimeter, with designated entry/exit points. Private security for the event will be provided by Flagler Tavern. On-site parking will be available, with no restricted or obstructed public sidewalks or streets. Flagler Tavern has entered into an agreement with Collado Real Estate located on Flagler Avenue, providing 12 additional off-street parking spots during the duration of the event.

**Findings:**

Staff recommends the approval of the Flagler Tavern Summer Solstice Celebration Event 2026, to be held on Saturday June 20, 2026.

**Fiscal Analysis:**

The following permit and event fees will be collected by the city:

Leisure Services Major Event Fee: $532.50

Banner Fee (2): $53.25

**Strategic Plan Item:**

No

Staff Report Created By: Robert Salazar - Leisure Services Director

**Attachments:**

APPLICATION - FLAGLER TAVERN SUMMER SOLSTICE CELEBRATION 6.20.26.pdf

# City of New Smyrna Beach

## Special Event Application Follow-Up Form

**Name of Event:** Flagler Tavern Summer Solstice Celebration

**Event Date:** 6/20/26

**Contact Information:** Elaine Statthakis 415-336-0194

**Brief Event Description:** Extension of premise to include a portion of Flagler Tavern's parking lot for Summer Solstice Event

**Staff Reviewed:**

| Name | Department | Ext. | E-mail | Signature | Date |
|---|---|---|---|---|---|
| Rob Salazar | Leisure Services | 2890 | rsalazar@cityofnsb.com | | 4/14/26 |
| Kevin Precourt | Public Works | 2205 | kprecourt@cityofnsb.com | | 4-7 |
| Stephanie Doster | Planning & Dev. | 2800 | sdoster@cityofnsb.com | | 4-7-26 |
| Don Wiech | Fire Department | 7631 | dwiech@cityofnsb.com | | 4-7-26 |
| James Roberts | Fire Department | 8125 | jroberts@cityofnsb.com | | 4-7-26 |
| William Helms | Police Department | 2297 | whelms@cityofnsb.com | Sgt. | 4-10-26 |
| Barbara Bobelak | Code Enforcement | 2800 | bbobelak@cityofnsb.com | | 4-7-26 |
| Lauren Gawel | Bldg. Department | 2800 | lgawel@cityofnsb.com | | 4/10/26 |
| Steven Mendygral | Parking | 2609 | smendygral@cityofnsb.com | | 4/7/26 |

**Conditions of Approval:**

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

LS Major Special Event

**Banner Request:** Yes ☑ No ☐ **Entered into RecTrac** _____ **Agenda Item Complete** 4/14/26

**Road Closures:**

N/A

**City Commission Approval Required?** Yes ☑ No ☐ **Agenda Date** 4/28/26 **City Event?** Yes ☐ No ☑

# Special Event Application

**Form Submission ID: 27186108**
**Submission Date/Time: 03/31/2026 at 11:38 am**
**Form Status: New**
**Patron Email Address: marketing@flaglertavern.com**
**Household: #260 Name: Elaine Stathakis**

##  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**

Flagler Tavern Summer Solstice Celebration

**Name of Producer and/or Promoter**

Flagler Tavern

**Type of Organization**

For-Profit

**Address**

414 Flagler Avenue

**City**

New Smyrna Beach

**State**

FL

**Zip Code**

32169

**Work Phone**

(386)402-8861

**Home Phone**

(415)336-0194

**Website**

www.flaglertavern.com

# Special Event Application

##  Billing Information: 

**Is the party responsible for billing the same as above?**

No

**If no, please provide the proper information below.**

**Name**

Cheryl Perry, Accounts Payable Flagler Tavern

**Address**

414 Flagler Avenue, New Smyrna Beach, FL 32169

##  EVENT INFORMATION: 

**Event Date:**

06/20/2026

**Location of Event**

Flagler Tavern Parking Lot, 414 Flagler Avenue, NSB, FL 32169

**Description of Event**

Extension of premise to include a portion of Flagler Tavern's parking lot for Summer Solstice Event

**Site Plans are required and must include: Pedestrian AccessParking and Vehicular AccessLocation of Port-O-Lets (if any)Dumpsters and/or Trash CansNumber and Location of Vendor Display Areas Venue/Stage (if any)TentsBarricades/Cones Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for a minimum of $1,000,000 must be provided no later than five days prior to the scheduled event. Proof of insurance is required for all events if applicable.**

**Will an admission fee be charged at or prior to the event?**

No

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

No

**Event Start Time:**

12:00 pm

**Event End Time:**

10:00 pm

**Set Up Start Time:**

# Special Event Application

08:00 am

**Breakdown End Time:**

11:00 pm

**Alternative Date:**

06/21/2026

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

Social Media (No alternative date, Application does not allow for a no alternative date option)

**Anticipated number of attendees?**

0/250

**Have you held this event in the City of New Smyrna Beach previously?**

Yes

**If yes, when?**

2018-2025

**Have you held this event in another city?**

No

**If yes, list location(s):**

None

**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.**

**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?**

# Special Event Application

No

## <b> ENTERTAINMENT: </B>

**Will there be entertainment?**

Yes

**If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.**

DJ

**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**

DJ Nique

**Type of System:**

DJ PA

**Sound Start Time:**

12:00 pm

**Sound End Time:**

09:00 pm

**Will there be carnival games and/or rides?**

No

**If yes, please describe the types of games and/or rides.**

None

**Name of Contractor**

None

**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**

None

# Special Event Application

**Policy Number**

None

## <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.**

None

**Location of Special Effects**

None

**Effects Producer/Company Name**

None

**Address**

None

**Phone Number**

()-

**Fax Number**

None

**Proof of insurance is required for all special events.**

**Insurance Company**

None

**Policy Number**

None

**NOTE: A permit from the New Smyrna Beach Fire Department will be required.**

## <b> PARADES: </B>

**Will this be considered a parade?**

No

## If yes, complete below.

**How many will participate?**

0

**Plan of route attached?**

No

**Parade Time: Date:____Start:____a.m./p.m. End:____a.m./p.m.**

None

**Breakdown: Date:____Start:____a.m./p.m. End:____a.m./p.m.**

None

## <b> PROPOSED RETAIL SALES: </B>

**Will there be any retail sales?**

No

## If yes, complete below.

**How many vendor locations do you hope to accomodate?**

0

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

None

**Will there be food trucks at this event?**

No

##  PROPOSED SPONSORS: </B>

**Will there be any sponsors?**

No

## If yes, complete below.

**How many commercial sponsors with on-site visibility do you anticipate (including product sampling, giveaways, exhibits, and advertising)**

None

##  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:**

Flager Tavern

**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?**

Internet

**Telephone number to be released for public information**

386-402-8861

# Special Event Application

## <b> SIGNS: </B>

**Will you be using signs at your event?**

Yes

**How many signs and what dimensions?**

Requesting 2 roadside banners

**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.**

1 20x20 Tent + 4 10x10 Tents

**List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?**

None

## <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):**

None

**Will public parking areas, streets, sidewalks, etc., be restricted or obstructed?**

No

# Special Event Application

## PORT-O-LETS & SANITATION:

**How many Port-O-Lets will be on-site?**

2

**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?**

Flagler Tavern private security will be provided at all entrance/exit points

**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):**

Elaine Stathakis 415-336-0194

**Contact Name & Phone Number (2):**

Debbie Morton 518-573-1858

**Upload Site Map**

\Question Answers Only\765\FTParkingLot-Map.jpg

**Upload Documents**

\Question Answers Only\766\Alcohol safety plan2026.pdf

**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.**

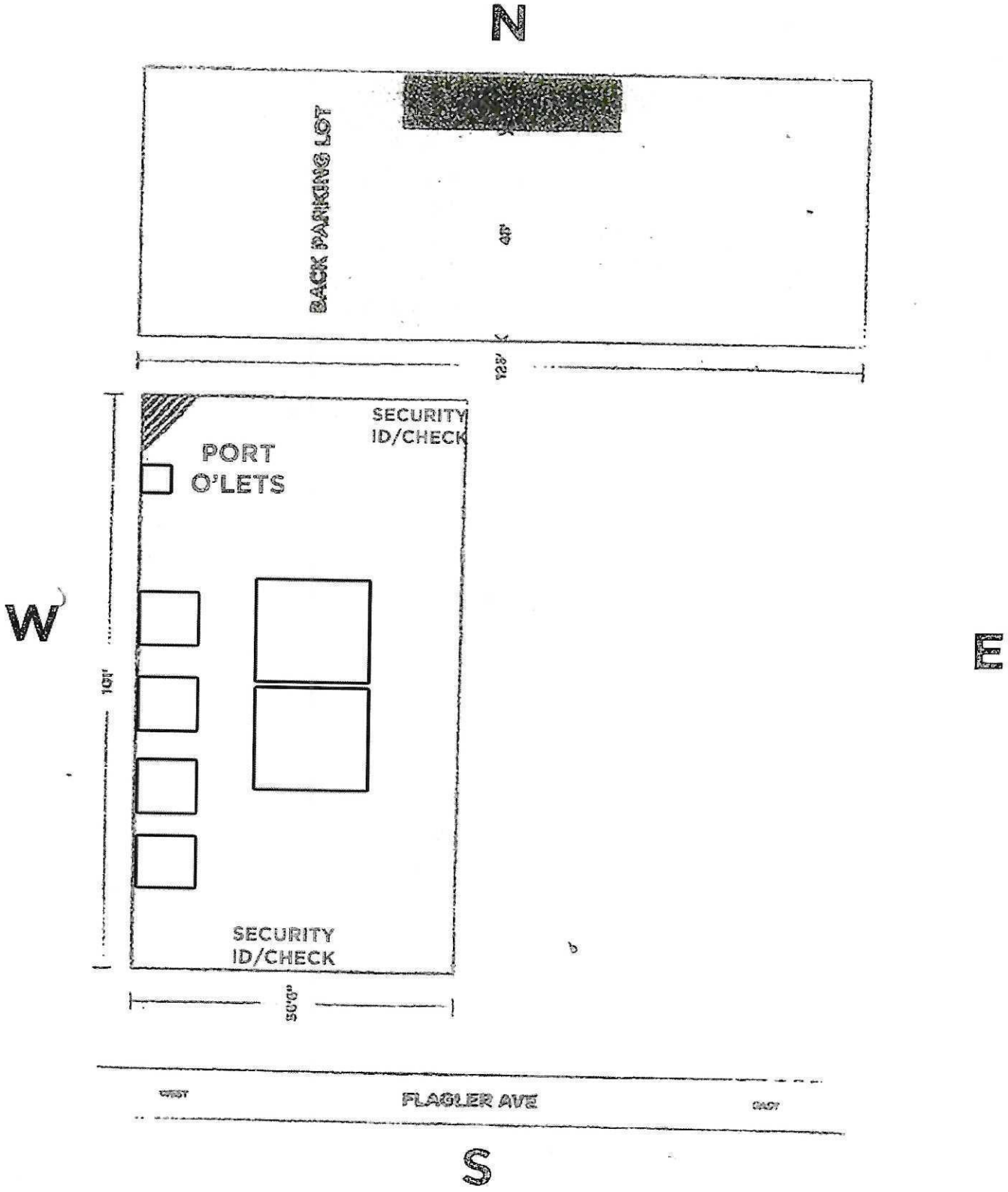
# Special Event Application

**Printed Name:**

Elaine Stathakis

**Date:**

03/31/2026




FLAGLER TAVERN | 414 FLAGLER AVENUE | NEW SMYRNA BEACH, FL 32169
386-402-8861 | FLAGLERTAVERN.COM

...

**THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT**

**ORDINANCE NO. 27-26: CONDUCT A FIRST READING AN ORDINANCE, WHICH IF ADOPTED UPON THE SECOND READING AND PUBLIC HEARING, WOULD AMEND SECTIONS 803.03, 803.05, AND 804.03 OF THE LAND DEVELOPMENT REGULATIONS.**

**April 28, 2026**

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**Background:**

**Applicant:** City of New Smyrna Beach, Development Services, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

**Request:** The following amendment to the City Land Development Regulations:

1. Update Section 803.03, Regulations to fences, walls, and hedges. To remove hedges and add walls to multiple sections.
2. Update Section 803.05, Air conditioners/heating, ventilation equipment, generators and irrigation pumps. To add pool pumps and pool heaters to the list of special setbacks.
3. Update Section 804.03, Structures in required yard areas. To remove swimming pools from the reduced building setback list.

**Exhibits used in the Report:**

Exhibit A: Proposed regulations

**Findings:**

The purpose of the proposed update is to request the City Commission to approve the minor amendments to the Land Development Regulations, (LDR) to improve clarity, consistency, and administrative efficiency.

Over time, the Planning Department has identified small inconsistencies and unclear provisions within the LDR that create operational inefficiencies or uncertainty for applicants, developers, or the department reviewing permit applications. These updates are consistent with best practices for maintaining user friendly development regulations.

The Planning Department has proposed to amend Section 803.03, Regulations to fences, walls, and hedges. By removing hedges from the height restriction, outside of the visibility triangle, should allow for property owners to have more choices on landscaping. Hedges offer a softer and more natural visual boundary. It would better enhance curb

appeal rather than creating a "walled-in" or fortress look. It could complement traditional residential styles and coastal environments. A hedge would provide possible habitat for birds and improve stormwater absorption.

The Planning Department has proposed to amend Section 803.05, Air conditioners/heating, ventilation equipment, generators, and irrigation pumps. This proposal would apply building setbacks to pool pumps and pool heaters to align with existing standards for air conditioners, generators, and well pumps. The changes aim to reduce noise impacts and to minimize conflicts between residential neighbors.

The Planning Department has proposed to amend Section 804.03, Structures in required yard areas. This proposal would remove swimming pools from the list of reduced building setbacks. The Planning Department has received many inquires over the years for variances for pool screen enclosures because pool screen enclosures have to meet the regular building setback based on the minimum building setback for each district and swimming pools can be as close as 5 feet. By increasing the side and rear building setback for swimming pools would reduce visibility into adjacent yards, support resident privacy, and reduce glare from pool lighting. By requiring a greater building setback to match pool screen enclosures, the greater pervious surface would allow for proper stormwater drainage and reduce possible runoff onto adjacent lots.

**Recommendation:**

At its regular scheduled meeting on April 6, 2026, the Planning and Zoning Board voted, 5-0, to give a positive recommendation the City Commission, to approve the requested amendments.

The Planning Department has outlined the reasons to support each proposed amendment to the City's Land Development Regulations. The department would recommend the City Commission to approve the requested amendments.

**Fiscal Analysis:**
N/A

**Strategic Plan Item:**
No

Staff Report Created By: Shane Corbin - Developmental Services Director

**Attachments:**

Exhibit A Proposed Amendments v7 Article 8.pdf
Business Impact Estimate - Ord 27-26 LDR Sec 803.03, 803.05, and 804.03.pdf
Ord 27-26 LDR Amend Sec 803.03, 803.05, 804.03.pdf

## 803.00. Regulations pertaining to accessory buildings and incidental uses.

803.03. *Regulations pertaining to fences and, walls, and hedges.*

A. *Typical lots.*

*Properties zoned residential.*

Maximum height:

- Within required front yard setback: Four feet. See illustration 803.03A and 803.03B.
- Outside required front yard setback: Six feet. See illustration 803.03A and 803.03B.
- Corner lots: On corner lots, fences can be six foot tall within the secondary front property setback, provided that property frontage does not have a driveway. Six foot tall fences along property frontages with driveway are prohibited.
- Tennis court fences taller than four feet in height may be permitted within the required front yard setback by special exception, as outlined in [sub]section 801.17.
- Fences, walls, and hedges shall conform to visibility triangle requirements for corner lots, as outlined in [sub]section 804.01.

*Properties zoned non-residential.*

Maximum height: Six feet.

- Fences, walls and hedges shall conform to visibility triangle requirements for commercial and industrial lots as outlined in [sub]section 804.01;
- Chain link and wire fences taller than three feet in height may be allowed in the visibility triangle, provided that slats or other opaque materials are not inserted in or placed on the fence; and
- Tennis court fences taller than four feet in height may be permitted within the required front yard setback by special exception, as outlined in [sub]section 801.17.

**Illustration 803.03A**

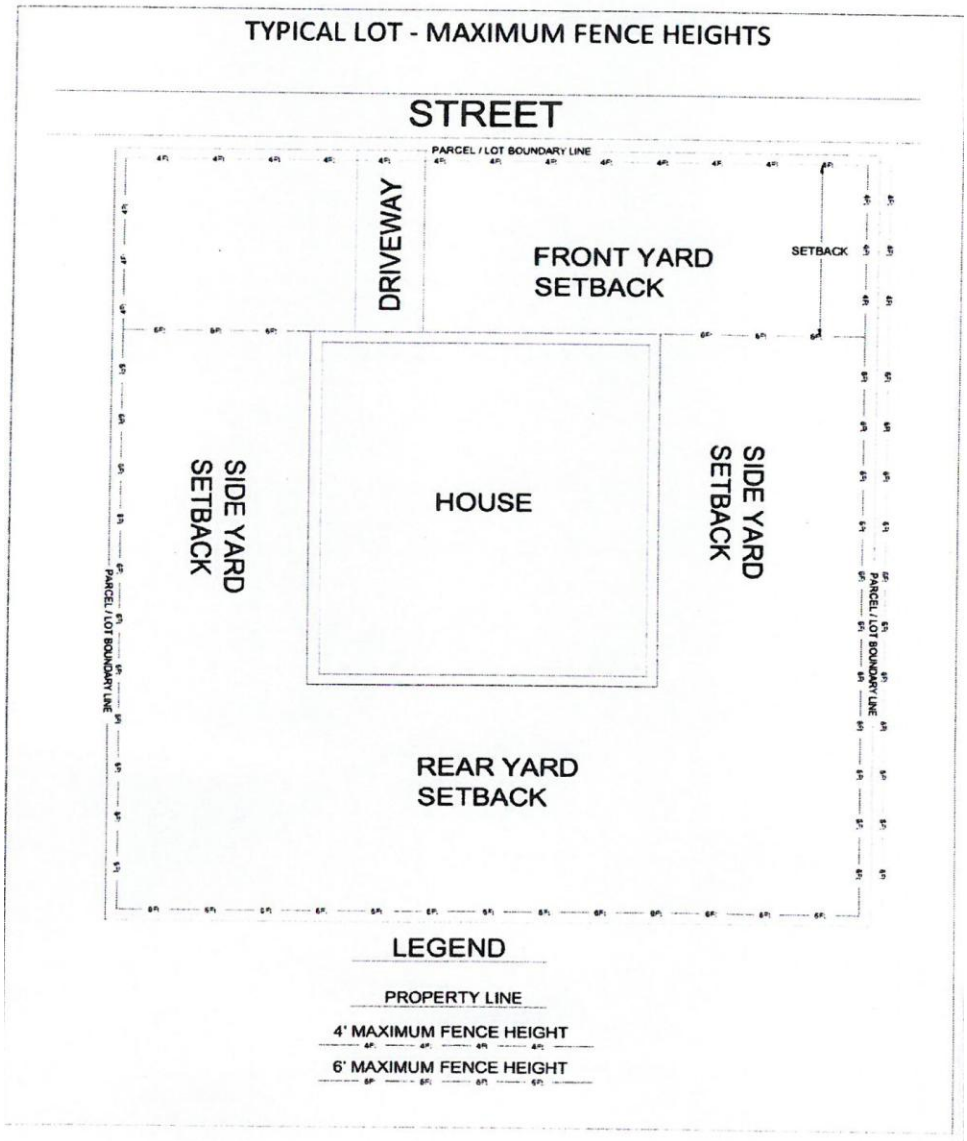
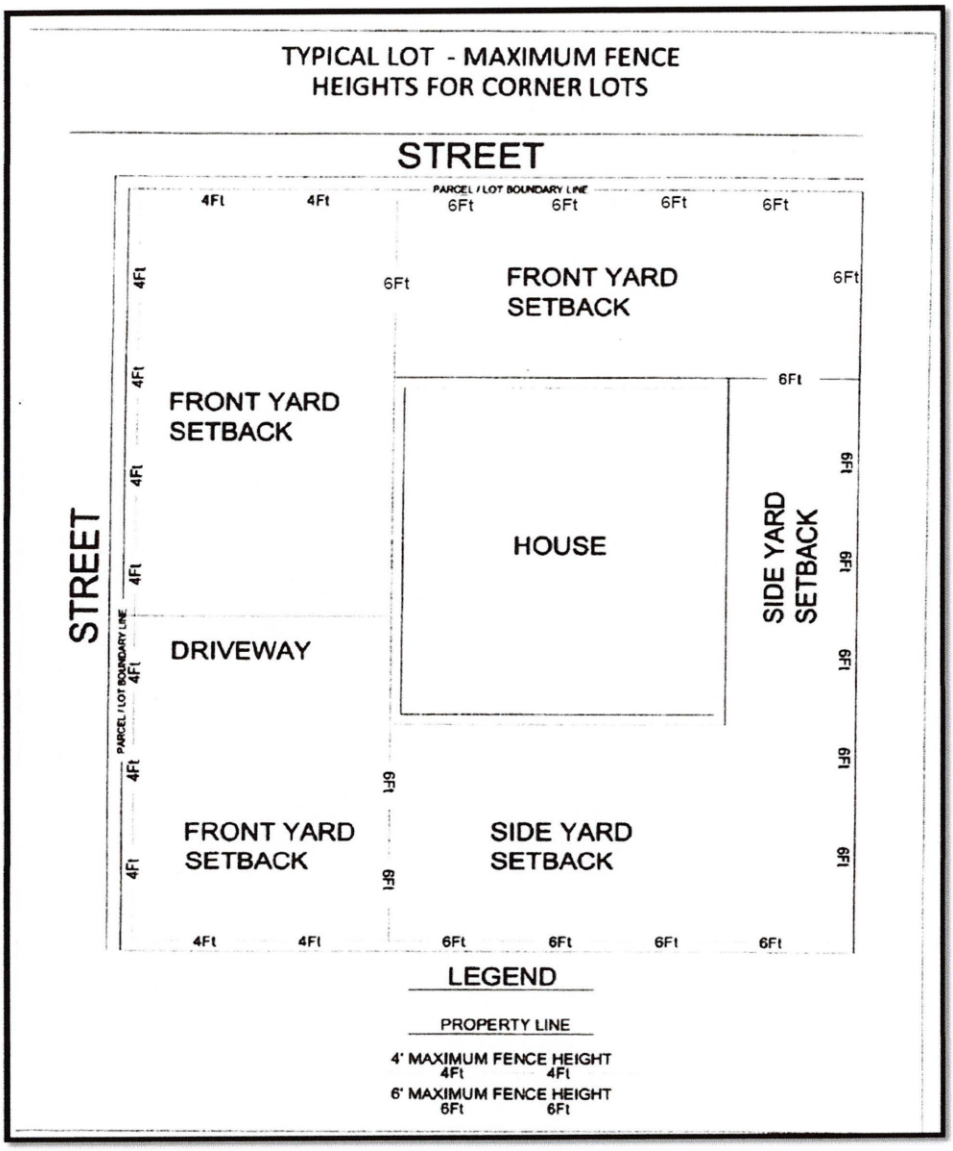


**Illustration 803.03B**

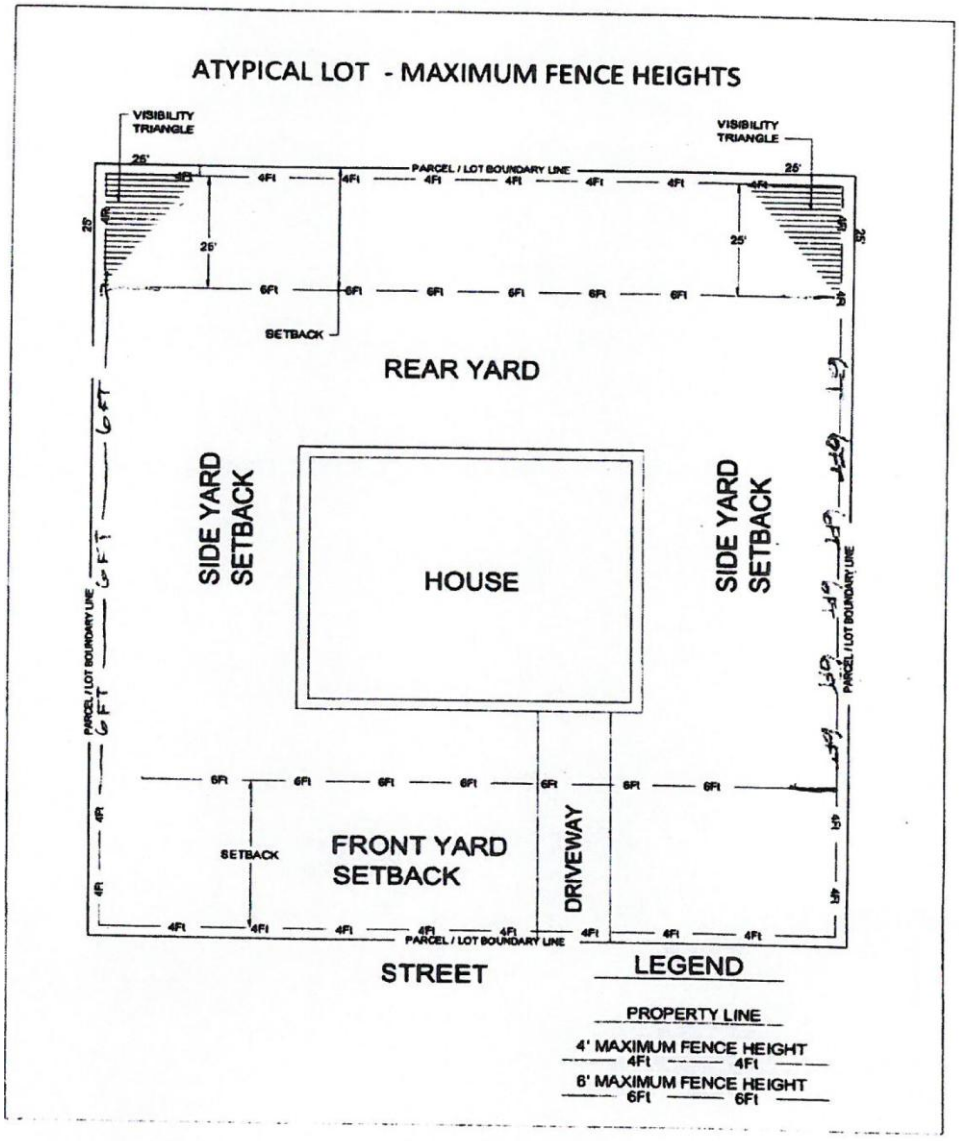


B. *Atypical lots.*

Maximum height:

- Within required front or rear setback: Four feet see illustration 803.03C.
- Outside required front or rear setback: Six feet see illustration 803.03C.
- Tennis courts fences taller than four feet in height may be permitted within the required front or rear setbacks by special exception, as outlined in [sub]section 801.17.
- Fences, walls, and hedges shall conform to visibility triangle requirements on corner and commercial lots as outlined in [sub]section 804.01.

**Illustration 803.03C**



C. *Through lots.*

Properties zoned residential.

Maximum height:

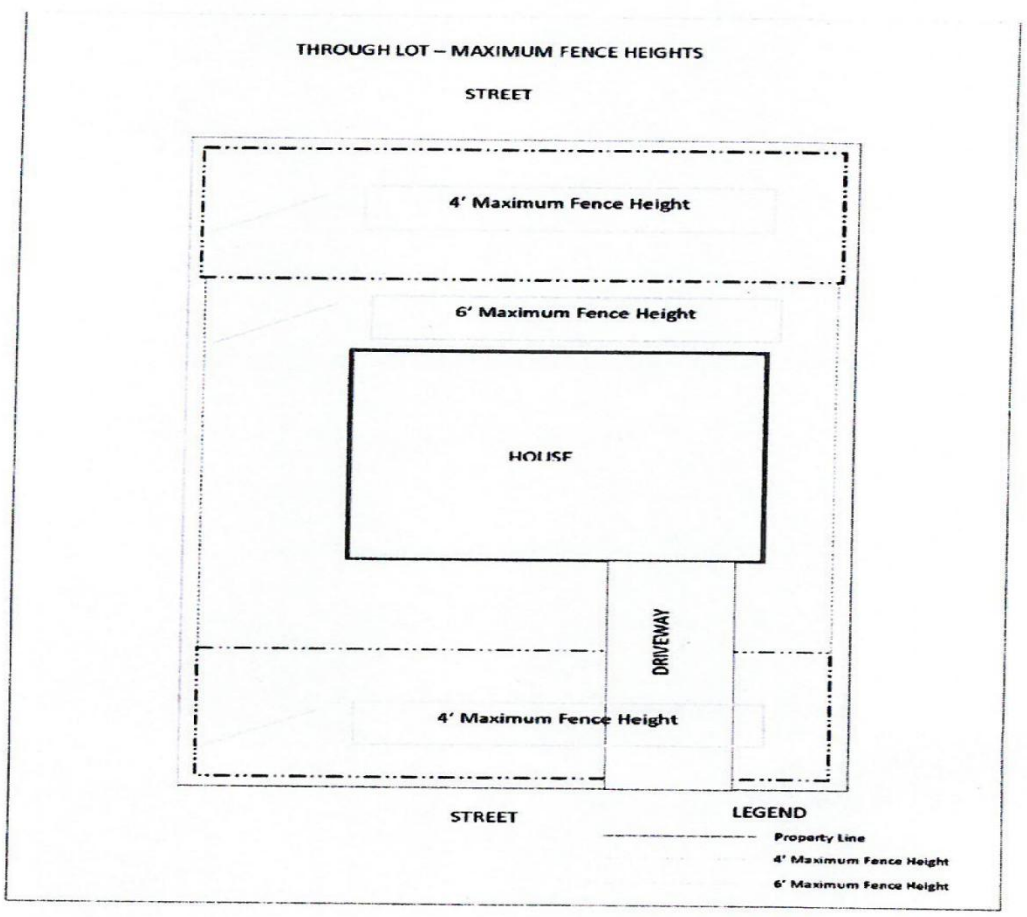
- Within required front setbacks: Four feet see illustration 803.03D.
- Outside required front setbacks: Six feet see illustration 803.03D.
- Tennis courts fences taller than four feet in height may be permitted within the required front setbacks by special exception, as outlined in section 801.17.
- Fences, walls, and hedges shall conform to visibility triangle requirements on corner and commercial lots as outlined in section 804.01.

Properties zoned non-residential.

Maximum height: Six feet.

- Fences, walls, and hedges shall conform to visibility triangle requirements for commercial and industrial lots as outlines in subsection 804.01;
- ~~Chain link and wire~~Picket fences taller than three feet in height may be allowed in the visibility triangle~~, provided that slats or other opaque materials are not inserted in or placed on the fence~~; and
- Tennis court fences taller than four feet in height may be permitted within the required front yard setbacks by special exception, as outlined in subsection 801.17.

**Illustration 803.03D**



803.05. *Air conditioners/heating, ventilation equipment, generators, pool pumps and pool heaters, and irrigation pumps.*

A. Air conditioning/heating ventilation components, generators, pool pumps and pool heaters, and irrigation pumps are not allowed to the side or rear of a dwelling opposite habitable portions of adjacent property owner's dwelling, such as a bedroom, dining room, or living room, unless the component is set back from the opening of the habitable areas a minimum distance of twice the required yard width. Such equipment must be placed as close to the outer wall of the dwelling as possible. Air conditioning/heating, ventilation components, generators, pool pumps and pool heaters, and irrigation pumps may be placed in required yard areas opposite non habitable portions of the adjacent property owner's dwelling, such as a garage, a carport or a storage area provided the component is as close to the outer wall of the dwelling as possible. This provision does not apply to replacement air conditioner/heating, and ventilation components, generators, pool pumps and pool heaters, and irrigation pumps for equipment placed or installed prior to the effective date of the new land development regulations.

B. Air conditioning/heating, ventilation components, generators, pool pumps and pool heaters, and irrigation pumps which create noise, are located within 100 feet of residential property and are located on commercial or multi-family zoned property shall be baffled so as to reduce noise.

C. Air conditioners, heating, ventilation, pool pumps and pool heaters, irrigation pumps, and generators or other accessory equipment located on the roof of buildings shall be screened from view.

## 804.00. Miscellaneous supplemental regulations.

804.03. *Structures in required yard areas.*

A. No structures shall be allowed in the required yard area except as follows:

(1) A reduced side and rear setback of five feet is established for the following accessory structures:

i. Patios;
~~ii. Swimming pools;~~
~~iii. Pool Decks~~
iii~~v~~. Gazebos;
iii~~v~~. Sheds; and
iv~~i~~. Porches

However, accessory structures shall not be allowed within visibility triangles on atypical lots, as detailed in [sub]section 804.02 herein.

# 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 27-26, LDR Amendments - Sec 803.03, 803.05, and 804.03

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):

This ordinance amends the LDR Amendments to Sec 803.03, 803.05, and 804.03.

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:

None

4. Additional information the governing body deems useful (if any):

None

**ORDINANCE NO. 27-26**

**AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE LAND DEVELOPMENT REGULATIONS; AMENDING ARTICLE VIII, SUPPLEMENTARY REGULATIONS, SECTION 803.03 TO CLARIFY REGULATIONS FOR HEDGES AND TO REVISE VISIBILITY TRIANGLE REGULATIONS; AMENDING SECTION 803.05 TO PROVIDE REGULATIONS FOR POOL PUMPS AND HEATERS; AMENDING SECTION 804.03 TO REMOVE REDUCED SETBACKS FOR POOLS AND DECKS; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.**

***WHEREAS,*** the City of New Smyrna Beach has requested administrative text amendments to the New Smyrna Beach Land Development Regulations, Article VIII, Supplementary Regulations, Section 803.03 to clarify regulations for hedge and triangle visibility requirements, Section 803.05 to provide regulations for pool pumps and heaters, and Section 804.03 to remove reduced setbacks for pools and decks; and

***WHEREAS,*** the Planning and Zoning Board, at its meeting on April 6, 2026, by a vote of 5-0, recommend that the City Commission approve the requested amendments; and

***WHEREAS,*** the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend the Land Development Regulations as more particularly set forth hereinafter.

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

**SECTION 1:** ***Amendment.*** That New Smyrna Beach Land Development Regulations, Article VIII, Section 803.03 is hereby amended to clarify regulations for hedges as follows: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikethrough~~ and additions to text are indicated by underline.)**

803.03. *Regulations pertaining to fences and walls ~~and hedges~~.*

. . .

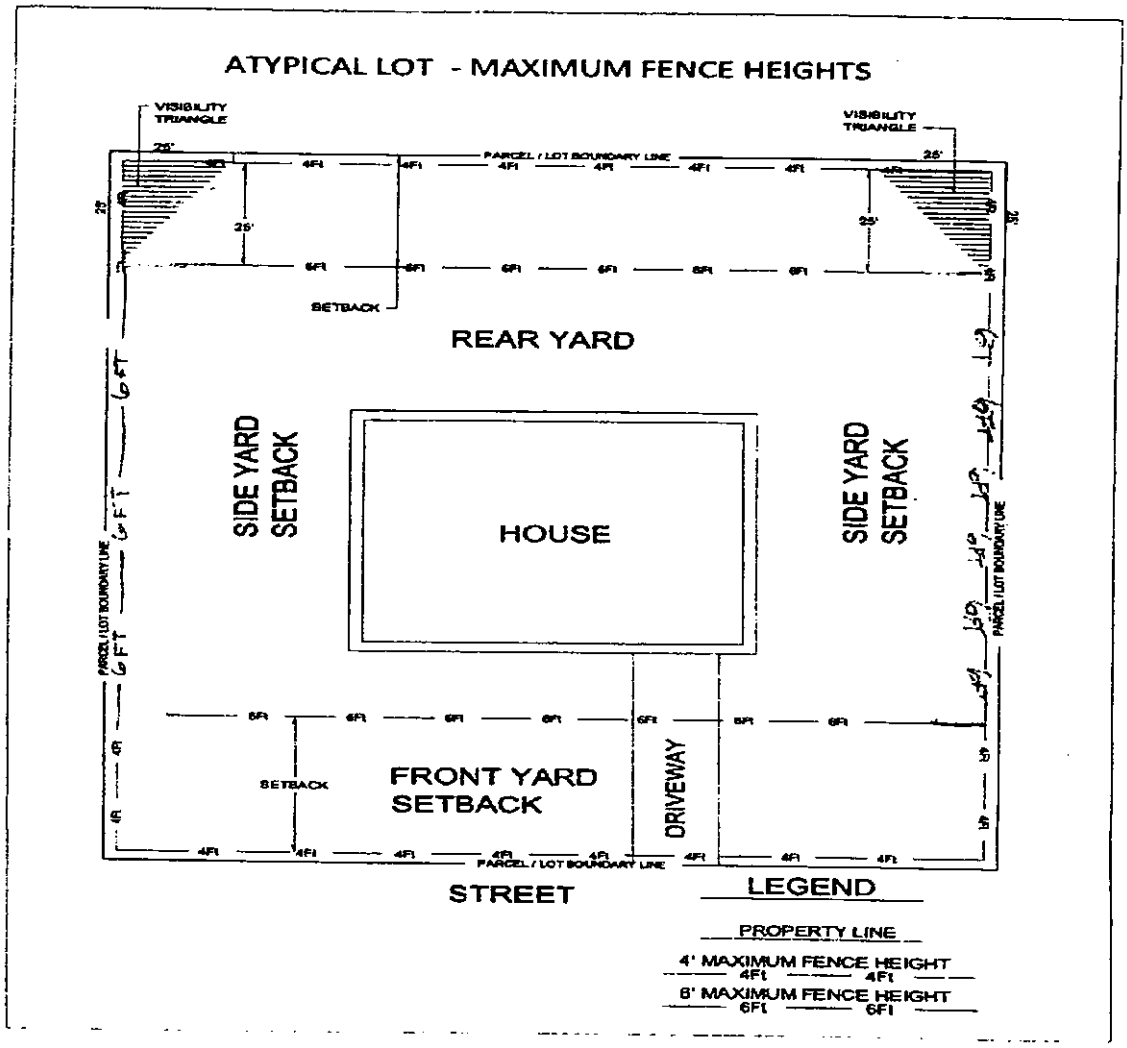
B. *Atypical lots.*

Maximum height:

- Within required front or rear setback: Four feet. See illustration 803.03C.
- Outside required front or rear setback: Six feet. See illustration 803.03C.
- Tennis courts fences taller than four feet in height may be permitted within the required front or rear setbacks by special exception, as outlined in [sub]section 801.17.
- Fences, walls, and hedges shall conform to visibility triangle requirements on corner and commercial lots as outlined in [sub]section 804.01.

. . .

**Illustration 803.03C**




C. *Through lots.*

Properties zoned residential.

Maximum height:

- Within required front setbacks: Four feet. See illustration 803.03D.
- Outside required front setbacks: Six feet. See illustration 803.03D.

- Tennis courts fences taller than four feet in height may be permitted within the required front setbacks by special exception, as outlined in section 801.17.

- Fences, walls, and hedges shall conform to visibility triangle requirements on corner and commercial lots as outlined in section 804.01.

Properties zoned non-residential.

Maximum height: Six feet.

- Fences, walls, and hedges shall conform to visibility triangle requirements on corner and commercial lots as outlined in section 804.01.

- ~~Chan link and wire~~ Picket fences taller than three feet in height may be allowed in the visibility triangle~~, provided that slats or other opaque materials are not inserted in or placed on the fence~~; and

- Tennis court fences taller than four feet in height may be permitted within the required front yard setbacks by special exception, as outlined in subsection 801.17

...

**SECTION 2:** ***Amendment.*** That New Smyrna Beach Land Development Regulations, Article VII, Supplementary Regulations, Section 803.05 is hereby amended to provide regulations for pool pumps and heaters as follows: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikeout~~, and additions to text are indicated by underline.)**

*803.05. Air conditioners/heating, ventilation equipment, generators, pool pumps, pool heaters, and irrigation pumps.*

A. Air conditioning/heating ventilation components, generators, pool pumps, pool heaters, and irrigation pumps are not allowed to the side or rear of a dwelling opposite habitable portions of adjacent property owner's dwelling, such as a bedroom, dining room, or living room, unless the component is set back from the opening of the habitable areas a minimum distance of twice the required yard width. Such equipment must be placed as close to the outer wall of the dwelling as possible. Air conditioning/heating, ventilation components, generators, pool pumps, pool heaters, and irrigation pumps may be placed in required yard areas opposite non habitable portions of the adjacent property owner's dwelling, such as a garage, a carport or a storage area provided the component is as close to the outer wall of the dwelling as possible. This provision does not apply to the replacement of previously permitted air conditioner/heating, ~~and~~ ventilation components, generators, pool pumps, pool heaters, and irrigation pumps ~~for equipment placed or installed prior to the effective date of the new land~~

~~development regulations~~.

B. ~~Air conditioning/heating, ventilation components, generators, and irrigation pumps which create noise, are located within 100 feet of residential property and are located on commercial or multi-family zoned property shall be baffled so as to reduce noise.~~

Air conditioning/heating, ventilation components, generators, pool pumps, pool heaters, and irrigation pumps on commercial or multi-family zoned property that create a noise and are located within 100 feet of residential property shall be baffled so as to reduce noise.

C. Air conditioners, heating, ventilation, pool pumps, pool heaters, and generators or other accessory equipment located on the roof of buildings shall be screened from view.

**SECTION 3:** ***Amendment.*** That New Smyrna Beach Land Development Regulations, Article VII, Supplementary Regulations, Section 804.03 is hereby amended to remove reduced setbacks for pools and decks, is hereby amended as follows: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikeout~~, and additions to text are indicated by underline.)**

*804.03. Structures in required areas.*

A. No structures shall be allowed in the required yard area except as follows:

(1) A reduced side and rear setback of five feet is established for the following accessory structures:

i. Patios;
~~ii. Swimming pools;~~
~~iii. Pool decks;~~
iii~~iv~~. Gazebos;
iii~~v~~. Sheds; and
iv~~i~~. Porches

However, accessory structures shall not be allowed within visibility triangles on atypical lots, as detailed in [sub]section 804.02 herein.

. . .

**SECTION 4:** ***Codification.*** Following adoption of this ordinance, the City Clerk shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's Land Development Regulations. Municipal Code Corporation's usual and customary fee for said codification service is hereby approved. The provisions of this ordinance are intended to be incorporated into the Code of Ordinances of the City of New Smyrna Beach, Florida, and the

sections of this ordinance may be renumbered, relettered, and the word "ordinance" may be changed to "section," "article," or such other word or phrase in order to accomplish such intention.

**SECTION 5:** ***Public Hearing.*** That the public hearing considering the adoption of this ordinance shall be held at 5:30 p.m. on May 26, 2026, in the City Commission Chambers at City Hall, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a), F.S.

**SECTION 6:** ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

**SECTION 7:** ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

**SECTION 8:** ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

**SECTION 9:** ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

**APPROVED AS TO FORM AND CORRECTNESS:**

Carrie Avallone

**CARRIE AVALLONE**
**City Attorney**

**DATE:** 4/22/2024

**THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT**

**ORDINANCE NO. 28-26: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED, UPON THE SECOND READING AND PUBLIC HEARING, WOULD AMEND SECTION 305.05 OF THE LAND DEVELOPMENT REGULATIONS.**

**April 28, 2026**

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**Background:**

**Applicant:** City of New Smyrna Beach, Development Services, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

**Request:** The following amendment to the City Land Development Regulations:

1. Update Section 305.05.E Administrative variances. To increase the allowable setback from ten percent to fifteen percent to match the administrative variance definition in section 201.00, general Definitions.

**Exhibits used in the Report:**

Exhibit A: Proposed regulations

**Findings:**

The purpose of the proposed update is to request the City Commission to approve the minor amendments to the Land Development Regulations, (LDR) to improve clarity, consistency, and administrative efficiency.

Over time, the Planning Department has identified small inconsistencies and unclear provisions within the LDR that create operational inefficiencies or uncertainty for applicants, developers, or the department reviewing permit applications. These updates are consistent with best practices for maintaining user friendly development regulations.

The Planning Department has proposed to amend Section 305.05.E, Administrative Variances. Under Section 201.00 General Definitions under Administrative variance, the definition allows for a deviation up to 15% but under Section 305.05.E, that regulation only allows up to 10% of a building setback. The department is requesting this change to 15% to be consistent with the definition.

The current definition in the Land Development Regulation for an Administrative Variance is as follows:

*Administrative variance.* A modification of, or a deviation from, non-safety related land development regulations when project is utilizing established city design guidelines up to 15 percent of the required regulation, for residential and commercial properties.

**Recommendations:**

At its regular scheduled meeting on April 6, 2026, the Planning and Zoning Board voted, 5-0, to give a positive recommendation the City Commission, to approve the requested amendment.

The Planning Department has outlined the reasons to support the proposed amendment to the City's Land Development Regulations. The department would recommend the City Commission, to approve the requested amendment.

**Fiscal Analysis:**
N/A

**Strategic Plan Item:**
No

Staff Report Created By: Shane Corbin - Developmental Services Director

**Attachments:**

Exhibit A Proposed Amendments v7 Article 3.pdf
Business Impact Estimate - Ord 28-26 LDR Sec 305.05 Variance.pdf
Ord 28-26 LDR Amend Sec 305.05.pdf

Exhibit A

## 305.00. Amendment application procedures for zoning future land use map, land development regulations, comprehensive plan, street and alley vacations, special exceptions review and approval, variances, and annexations.

305.05. *Variance.* The following are the procedural requirements to obtain a variance from the land development regulations:

E. *Administrative variances.* The following are the procedural requirements to obtain an administrative variance from the land development regulations:

(3) *Review process.*

(a) Upon receipt of a completed application package in the planning and engineering department the planning manager or his/her designee shall review the application package for consistency with the city comprehensive plan and land development regulations. In addition, the planning manager or his/her designee shall determine whether the following criteria for granting an administrative variance have been met:

i. The applicant has demonstrated that a hardship related to the land or structure exists. Economic considerations shall not be a reason to justify granting a variance.

ii. The request does not exceed ~~ten~~fifteen percent of the required setback.

iii. Special circumstances exist which are peculiar to the subject property owner's land, structure, or building, and do not generally apply to the neighboring lands, structures, or buildings, in the same district or vicinity.

iv. Strict application of the provisions of this LDR would deprive the subject property owner of reasonable rights commonly applicable to other properties in the same district or may preclude a benefit to the community in general.

v. The special circumstances and conditions exist that do not result from the direct or indirect actions of the present property owner(s) or past property owner(s). This criterion shall not be satisfied if the present or past property owner created, to any degree, the hardship that is the subject of the variance request.

vi. That granting of the variance will not cause substantial detriment to the public welfare or impair the purposes and intent of this ordinance.

vii. That granting of the variance will not constitute a grant of special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district.

# 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 28-26, LDR Amendments - Sec 305.05 Variance

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):

This ordinance amends the LDR Amendments to Sec 305.05, Variance, to increase the percentage of allowable administrative varinace to setbacks for consistency.

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.

This amendment is minor and should have no economic impact to businesses in NSB.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):

None

# ORDINANCE NO. 28-26

**AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE LAND DEVELOPMENT REGULATIONS; AMENDING ARTICLE III, ADMINISTRATION AND ENFORCEMENT, SECTION 305.05, VARIANCE, TO REVISE THE PERCENTAGE OF ALLOWABLE ADMINISTRATIVE VARIANCE TO SETBACKS FOR CONSISTENCY; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

***WHEREAS,*** the City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida, has requested administrative text amendments to the Land Development Regulations, Article III, Administration and Enforcement, Section 305.05, to revise the percentage of allowable administrative variance to setbacks for consistency; and

***WHEREAS,*** the Planning and Zoning Board, at its regular meeting on April 6, 2026, by a vote of 5-0, recommended that the City Commission approve the text amendments; and

***WHEREAS,*** the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend the Land Development Regulations as more particularly set forth hereinafter.

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

**SECTION 1.** ***Amendment.*** That New Smyrna Beach Land Development Regulations, Article III, Administrative and Enforcement, Section 305.05, Variance, is hereby amended to read as follows: (**Note: Deletions from text are indicated by ~~strikeout~~, additions to text are indicated by underline, and omissions in text are indicated by [...].**)

305.05. *Variance.* The following are the procedural requirements to obtain a variance from the land development regulations:

. . .

E. Administrative variances. The following are the procedural requirements to obtain an administrative variance from the land development regulations:

(3) Review process.

(a) Upon receipt of a completed application package in the planning and engineering department the planning manager or his/her designee shall

review the application package for consistency with the city comprehensive plan and land development regulations. In addition, the planning manager or his/her designee shall determine whether the following criteria for granting an administrative variance have been met:

i. The applicant has demonstrated that a hardship related to the land or structure exists. Economic considerations shall not be a reason to justify granting a variance.
ii. The request does not exceed ~~ten~~ fifteen percent of the required setback.
iii. Special circumstances exist which are peculiar to the subject property owner's land, structure, or building, and do not generally apply to the neighboring lands, structures, or buildings, in the same district or vicinity.
iv. Strict application of the provisions of this LDR would deprive the subject property owner of reasonable rights commonly applicable to other properties in the same district or may preclude a benefit to the community in general.
v. The special circumstances and conditions exist that do not result from the direct or indirect actions of the present property owner(s) or past property owner(s). This criterion shall not be satisfied if the present or past property owner created, to any degree, the hardship that is the subject of the variance request.
vi. That granting of the variance will not cause substantial detriment to the public welfare or impair the purposes and intent of this ordinance.
vii. That granting of the variance will not constitute a grant of special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district.

. . .

**SECTION 2:** ***Codification.*** Following adoption of this ordinance, the City Clerk shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's Land Development Regulations. Municipal Code Corporation's usual and customary fee for said codification service is hereby approved. The provisions of this ordinance are intended to be incorporated into the Code of Ordinances of the City of New Smyrna Beach, Florida, and the sections of this ordinance may be renumbered, re-lettered, and the word "ordinance" may be changed to "section," "article," or such other word or phrase in order to accomplish such intention.

**SECTION 3:** ***Public Hearing***. That a public hearing considering the adoption of this ordinance was held May 26, 2026, at 5:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida after notice is found to comply with §166.041(3)(a), F.S.

**SECTION 4:** ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

**SECTION 5:** ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

**SECTION 6:** ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

**SECTION 7:** ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

**APPROVED AS TO FORM AND CORRECTNESS:**

Carrie Avallone

**CARRIE AVALLONE**
**City Attorney**

**DATE:** 4/22/2026

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

**BOARD VACANCY NOTICE: HISTORIC PRESERVATION COMMISSION.**

**THE COMMISSION HAS ONE MEMBER WHOSE TERMS IS EXPIRING AND IS ELIGIBLE FOR REAPPOINTMENT**

**April 28, 2026**

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**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.

Member Terry Bledsoe has served two terms and would like to be considered for reappointment.

**Fiscal Analysis:**

N/A

**Strategic Plan Item:**

No

Staff Report Created By: Sharon Taylor-Harding

**Attachments:**

HPC Roster 04.21.26.pdf

City of New Smyrna Beach, FL

# Historic Preservation Commission

## Board Roster

### Jana Caswell

Partial Term Dec 12, 2023 - May 14, 2026

**Email** jlocaswell@gmail.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

### 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

### Erik Ahlgren

Partial Term May 15, 2024 - May 14, 2027

**Email** erik.allan.ahlgren@gmail.com
**Home Phone** Mobile: (386) 689-0086
**Address**
1913 Sugartree Circle
New Smyrna Beach, FL 32168

**Appointing Authority** City Commission
**Category** Architectural Professional

## 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

## 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

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

**BOARD VACANCY NOTICE: THE PLANNING AND ZONING BOARD HAS ONE (1) VACANCY DUE TO RESIGNATION.**

**April 28, 2026**

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**Background:**

The Planning and Zoning Board (P&ZB) is established under LDR §302.01 and also serves as the Local Planning Agency (LPA) for the City of New Smyrna Beach. The Board ensures that land use decisions align with the City's Comprehensive Plan and Land Development Regulations (LDR).

**Summary of Responsibilities**

- Approve, approve with conditions, or deny Class III site plans, referred Class II site plans, final subdivision plats, and variance requests.
- Recommend to the City Commission: street vacations, special exceptions, and other referred matters.
- Act as the Local Planning Agency to review and recommend Comprehensive Plan amendments, LDR amendments, and annexations.
- Conduct land use studies and recommend ordinances promoting orderly growth.
- Hold public hearings and ensure coordination with the Volusia County School Board.
- Maintain compliance with state planning laws.

**Findings:**

**Membership**

- 7 voting members appointed by the City Commission.
- 1 non-voting member appointed by the Volusia County School Board.
- Voting members must be electors of the City and maintain residency within City limits.
- Voting members serve three-year staggered terms without compensation.
- School Board appointee participates in discussions but does not vote and is not subject to City residency or attendance rules.

**Fiscal Analysis:**

None.

**Strategic Plan Item:**

No

Staff Report Created By: Sharon Taylor-Harding

**Attachments:**

Planning and Zoning 04.21.26.pdf

City of New Smyrna Beach, FL

# Planning & Zoning Board

## Board Roster

### 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

### 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

### 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

### Teresa Corbett

Partial Term Nov 01, 2024 - Oct 31, 2027

**Email** terijcorbett@gmail.com
**Home Phone** Home: (407) 694-0456
**Address**
803 E 13th Ave
New Smyrna Beach, 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

**Position** Regular Member

## 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

Docusign Envelope ID: B808A650-8C9D-85F1-821B-04EB73268DFF

# CONTRACT RENEWAL
# FOR EMERGENCY DEBRIS HAULING & DISPOSAL SERVICES
# PHILLIPS HEAVY (FORMERLY KNOWN AS PHILLIPS & JORDAN, INC.)

WHEREAS, the City of New Smyrna Beach (City) requested proposal for PROFESSIONAL EMERGENCY DEBRIS HAULING & DISPOSAL SERVICES, via RFP 19-PW-16; and

WHEREAS, the City accepted the qualifications of Phillips & Jordan Inc.; and

WHEREAS, the parties desire to enter into the third of five, one (1) year optional renewals of the contract Pursuant to the RFP 19-PW-16; and

WHEREAS, the parties have agreed to a 2.3% CPI increase to the individual costs; and

WHEREAS, Phillips & Jordan, Inc. has changed its name to Phillips Heavy, Inc., as documented in Attachment A.

NOW, THEREFORE, THE CITY AND PHILLIPS & JORDAN Inc., AGREE AS FOLLOWS:

1. The City and Phillips & Jordan Inc., agree to all the terms and conditions as stated and contained in the Emergency Debris Hauling & Disposal Agreement, RFP 19-PW-16, including, any/all Attachments, Addenda, and the firm's Request for Proposals response submitted, each being incorporated by reference herein. 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 term of this contract renewal agreement shall run thru June 30th, 2027, and is for the third optional one-year renewal. The parties have agreed to a 2.3% CPI-U (Consumer Price Index for all Urban Consumers) increase to the individual costs, based upon the U.S. Bureau of Labor Statistics for the Southeast Region, for the services provided by Phillips Heavy, Inc. during the term of this extension for the individual costs. Phillips & Jordan, Inc., filed a name change amendment on Sunbiz on June 12, 2025, and now does business in the name Phillips Heavy, Inc.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date:_____

Attest: _____
Sharon Taylor-Harding, City Clerk

PHILLIPS HEAVY INC.

Signed by:
By: Jason Garner
9BE67714D1088450...
Jason Garner, Treasurer

Date: 4/15/2026

APPROVED AS TO CORRECTNESS AND FORM:

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

DocuSign Envelope ID: 6A7149DD-CACE-4912-99C6-49941E16B696

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# CONTRACT RENEWAL

375-020-23
CONTRACTS ADMINISTRATION
OGC - 04/06

Contract No.: ASH58 Renewal: (1st, 2nd, etc.) 1st & Final

Financial Project No(s).: 416592-1-78-02

County(ies): Volusia

This Agreement made and entered into this 14th day of June, 2023, by and between the State of Florida Department of Transportation, hereinafter called "Department", and the City of Nw Smyrna Beach hereinafter called "Contractor".
(This date to be entered by DOT only.)

**WITNESSETH:**

WHEREAS, the Department and the Contractor heretofore on this 20th day of June, 2020 entered into an Agreement whereby the Department retained the Contractor to perform routine maintenance activities in locations as described in Exhibits B & C in the original Agreement; and
(This date to be entered by DOT only)

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree to a renewal of said original Agreement for a period beginning the 20th day of June, 2023 and ending the 19th day of June, 2026 at a cost of $136,647.00.

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth above.

The City of New Smyrna Beach
Name of Contractor

Khalid Resheidat, City Manager
Contractor Name and Title

BY: DocuSigned by: Khalid Resheidat 020FD920F1EF40F...
Authorized Signature

N/A (SEAL)
Name of Surety

City State

By: N/A
Florida Licensed Insurance Agent or Attorney-In-Fact (Signature) Date

Countersigned:
Florida Licensed Insurance Agent Date

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: DocuSigned by: Ron Meade 5B07E408C380427...
District Secretary or Designee (Signature)

Title: District Maintenance Engineer

Legal: DocuSigned by: Ryan Mahler A5148259631D422...

Fiscal: ---------
Approval as to Availability of Funds