City Commission Regular Meeting
Tuesday, February 24, 2026 at 5:30 PM

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

1. OPENING OF MEETING

Call to Order

2. INVOCATION/PLEDGE OF ALLEGIANCE

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

3. APPROVAL OF THE AGENDA

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Proclamation: Recognizing National Future Farmers of America Week

4.B Presentation: Born Learning Trail and Story Trail

4.C Presentation: Jessica Fentress, Volusia County Coastal Division Director

5. CITY MANAGER'S REPORT

5.A City Manager's Report

6. PUBLIC PARTICIPATION

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

7. CONSENT AGENDA

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

7.B Consider the approval of a Dock Easement Agreement to replace an existing single-family residential dock along the east side of North Riverside Drive across from property addressed at 500 North Riverside Drive.

7.C Consider the approval of a Dock Easement Agreement to allow for a floating dock to be attached to an existing single-family residential dock and install a paver walkway from the paved road to the existing dock along the east side of North Riverside Drive across from property addressed at 504 North Riverside Drive.

7.D Consider the approval of a Dock Easement Agreement to install a single-family residential dock along the east side of North Riverside Drive across from property addressed at 634 North Riverside Drive.

7.E Consider the approval of a Dock Easement Agreement to allow for a single-family residential dock to be located along the east side of South Riverside Drive across from property addressed at 720 South Riverside Drive.

7.F Consider the approval of a renewal of the right of way maintenance contract with VerdeGo.

7.G Consider the approval to award a contract to elevate six (6) homes to Byrdson Services, Inc.

7.H Consider the approval of the renewal of contracts for miscellaneous concrete repair.

7.I Consider the approval of a change order for park construction at Phil Hall Park with All State Civil Construction

7.J Special Event: Consider the approval of the Lagoonigan Fishing Tournament after party at the Marine Discovery Center, to be held on Saturday June 20, 2026.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Consider the approval for the installation of a Parking Guidance System (PGS) in the Canal Street and Flagler Avenue areas.

9. QUASI-JUDICIAL HEARINGS

9.A Conduct a Quasi-Judicial Public Hearing to consider Application No. HTR-1-26 - Historic Tree Removal of three (40", 41", and 45" DBH) trees on the commercial property for GBT Realty Corporation at 507 South Myrtle Avenue.

10. PUBLIC HEARINGS

10.A Ordinance No. 76-25: Conduct a Second Reading of an Ordinance, which, if adopted, would create a definition and process for reviewing an application for a Certified Recovery Residence as required under Senate Bill 954.

10.B Ordinance No. 20-26: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, would vacate a portion of Citron Street, north of the SR 44 overpass.

10.C Ordinance No. 21-26: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, would vacate a portion of Buck Lane for the future expansion of Fire Station #50.

11. ORDINANCES FIRST READINGS

11.A Ordinance No. 22-26: Conduct a First Reading of an Ordinance, which, if adopted, upon Second Reading and Public Hearing would authorize the Utilities Commission, City of New Smyrna Beach to enter into an Agreement for longer than four (4) years with Revinu to provide Biosolid Disposal Services.

12. BOARDS AND COMMISSIONS

12.A Utilities Commission: Consider the appointment of one (1) member to serve an unexpired three-year term, expiring on September 8, 2027.

12.B Board Vacancy Notice: The Code Compliance Board currently has three (3) unfilled three-year term length vacancy, which will expire on March 4, 2026.

13. MAYOR AND COMMISSIONER COMMENTS

14. CITY CLERK'S REPORT

15. CITY ATTORNEY'S REPORT

15.A Legislative Updates as of February 17th.

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: RECOGNIZING NATIONAL FUTURE FARMERS OF AMERICA WEEK

February 24, 2026

Background:

The City Commission will present a proclamation to the Future Farmers of America of New Smyrna Beach High School recognizing National FFA Week.

Fiscal Analysis:

None

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

FFA Week 2026.pdf

City of New Smyrna Beach
Proclamation
Celebrating the National Future Farmers of America Week

WHEREAS, the Future Farmers of America (FFA) is a national youth organization dedicated to preparing the next generation of leaders in agriculture, science, business, and public service through hands-on learning, leadership development, and community engagement; and

WHEREAS, National FFA Week is celebrated annually to recognize the vital role that agricultural education and FFA programs play in developing responsible, skilled, and civic-minded young leaders; and

WHEREAS, the New Smyrna Beach High School Future Farmers of America Chapter exemplifies the mission of FFA by fostering leadership, academic excellence, career readiness, and service to the community; and

WHEREAS, the dedicated student officers of the New Smyrna Beach High School FFA Chapter demonstrate outstanding leadership and commitment to their peers, school, and community, including:

- **Hailey Patten**, FFA President
- **Andrew Franz**, FFA Vice President
- **Faith Fisher**, Secretary
- **Avery Welsh**, Historian
- **Kennedy O'Keefe**, Student Advisor; and

WHEREAS, these students represent the future of agriculture, environmental stewardship, and civic leadership, and their contributions strengthen both the New Smyrna Beach community and the broader agricultural industry;

NOW, THEREFORE, I, Fred E. Cleveland, Mayor of the City of New Smyrna Beach, Florida, do hereby proclaim the observance of

National Future Farmers of America Week

in the City of New Smyrna Beach and encourage all residents to recognize and support the achievements and positive impact of FFA members and agricultural education programs.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of New Smyrna Beach to be affixed this **24th** day of **February, 2026**.

Fred E. Cleveland
Mayor

Sharon Taylor-Harding
City Clerk

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

PRESENTATION: BORN LEARNING TRAIL AND STORY TRAIL

February 24, 2026

Background:

The Born Learning Trail is an interactive, outdoor learning experience designed to support early childhood development from birth through age five. The trail features research-based signage placed along a walking path that encourages grownups and children to talk, read, move, and play together. These activities support early literacy, language development, motor skills, and social-emotional growth and would be purchased through the United Way as a community-based early learning initiative.

In addition, a Story Trail is being proposed to complement the Born Learning Trail. The Story Trail would display a children's book page by page along the park pathway, encouraging family reading and physical activity. The proposed Story Trail would align with the coastal and environmental character of Riverside Park and would allow for periodic rotation of books, including opportunities to feature local authors.

Together, the Born Learning Trail and Story Trail would create a family-friendly, educational amenity that promotes literacy, school readiness, and family engagement. The City of New Smyrna Beach would not incur any financial cost for installation or materials, as these would be supported through community partnerships. Ongoing coordination would be managed by the Early Learning Coalition of Flagler and Volusia, Advent Health and Fast Signs of Daytona Beach.

This agenda item is intended to introduce the proposed project, review logistics and maintenance considerations, and share examples and outcomes from existing trail installations.

Thank you for your consideration.

Fiscal Analysis:

None.

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

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

PRESENTATION: JESSICA FENTRESS, VOLUSIA COUNTY COASTAL DIVISION DIRECTOR

February 24, 2026

Background:

Jessica Fentress, Volusia County Coastal Division Director, will outline a presentation.

Fiscal Analysis:

None.

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

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

CITY MANAGER'S REPORT

February 24, 2026

Background:
City Manager's Report

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Tammy Kosorok - Executive Assistant

Attachments:

CM Report 2-24-26 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 – February 24, 2026**

Date: February 18, 2026

- Continued preparations for the 2026 City Commission Strategic Plan meeting scheduled for March 26 beginning at 9:00 am in the Brannon Center. The Commission will review progress made toward implementation of the nine strategic priority themes highlighted in 2025 and will discuss new and upcoming strategic initiatives.

- Continued preparations for the 2026 State of the City presentation to be held April 7 at the Brannon Center.

- Continued preparations for the 2026 Fiscal Year Budget scheduled to be approved on September 22.

- Continued Fire Chief recruitment process. Participated in the Fire Chief Recruitment Roundtable on February 12 with Five semi-finalist candidates. Three finalist candidates will now advance to individual interviews with me.

- Continued work with Development Services staff to prepare a zoning text amendment pertaining to churches and other institutional/government buildings in residential districts. Extensive input was received during a December 18 public forum and, as a result, work to further refine the proposal is continuing to address concerns that were raised. The proposed text amendment will be considered for recommendation by the Planning & Zoning Commission on March 2. An additional Public Forum will be scheduled prior to the March 2 Planning & Zoning Commission meeting. More to follow as additional information comes available.

- The annual road resurfacing and restriping project continued in the month of February and is nearing completion. New this year, the Public Works Department rated each city maintained street and developed a five-year resurfacing plan to concentrate resources in specific districts of the City beginning this year with the North Beach area.

- Followed up on citizen comments received during the January 27 City Commission meeting concerning traffic on Saxon Avenue. The City Engineer has reviewed the matter in consultation with the Police Chief, Mobility & Parking Director and Public Works Director. The speed limit will be reduced from 35mph to 30mph on Saxon Avenue between 3rd Avenue and 11th Avenue. A follow up a speed study will be conducted in about six months to determine if additional traffic control/calming devices are needed to reduce speeds in accordance with our Traffic Calming Manual.

- Attended the groundbreaking for the 4,000 sq. ft. New Smyrna Beach Municipal Airport Administration Building on February 12. The new facility will replace the existing administrative offices and create a more welcoming gateway for visitors. It features updated office space and operations areas, a flexible 500-square-foot space for meetings, training, and events, and a dedicated historical hallway that will highlight museum pieces celebrating the airport's rich aviation history. This project is part of a larger effort to repair, upgrade, and modernize airport infrastructure — work made possible through strong partnerships and strategic investment. Recent improvements have included several major taxiway rehabilitations and critical repairs to the air traffic control tower. The new building is funded in partnership with the Florida Department of Transportation, which covers 80% of construction costs (up to $2 million), with the remaining 20% funded through airport revenues.

- Attended the Team Volusia Economic Development Board Meeting on February 13 and heard presentation from Stetson University representatives.

- Met with the Executive Director of the SEV Chamber of Commerce on February 17 to receive monthly update on Chamber Activities.

- Attended the Ribbon Cutting Ceremony for The Magnolia on February 17. Previously known as The Women's Club and owned by the city, the building was acquired and renovated to serve as a new private venue.

- Attended the annual Volusia League of Cities Mandatory Ethics Training at The Deltona Center on February 18.

- Plan to attend the State of the County event on February 25.

- Congratulations to the following City employees who recently received certificates and recognition:

    - Nancy Chapman - completed The Florida General Instructor Techniques course through the Volusia County Sheriff's Office. This certification allows her to teach the Parking Enforcement Specialist for Civilians class which is required for the role. By having someone in house that can teach this class saves both time and money.

- Please find attached the January Financial Report.

- Please find attached the January Permit Issuance Report.

- Please find attached the January Digital Media Report.

- Please find attached the January 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.

City of New Smyrna Beach

FINANCIAL REPORT FOR MONTH ENDED

January 31, 2026

FINANCIAL REPORT AS OF JANUARY 31, 2026

Revenues and Expenses:

- Budget vs. Actuals - Budget figures represent a full 12-month period, while actuals reflect performance from October 1 through January 31, 2026 (4 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.
- 33% of the year and 23% of the pay periods have been completed as of January 31, 2026.
- In general, actual operating revenues and expenses are tracking within the expected range of 23% - 33% indicating alignment with budget projections for this point in the fiscal year.

FINANCIAL REPORT AS OF JANUARY 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:

- $1.44 million in principal payments have been made this fiscal year, representing a 4.5% 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

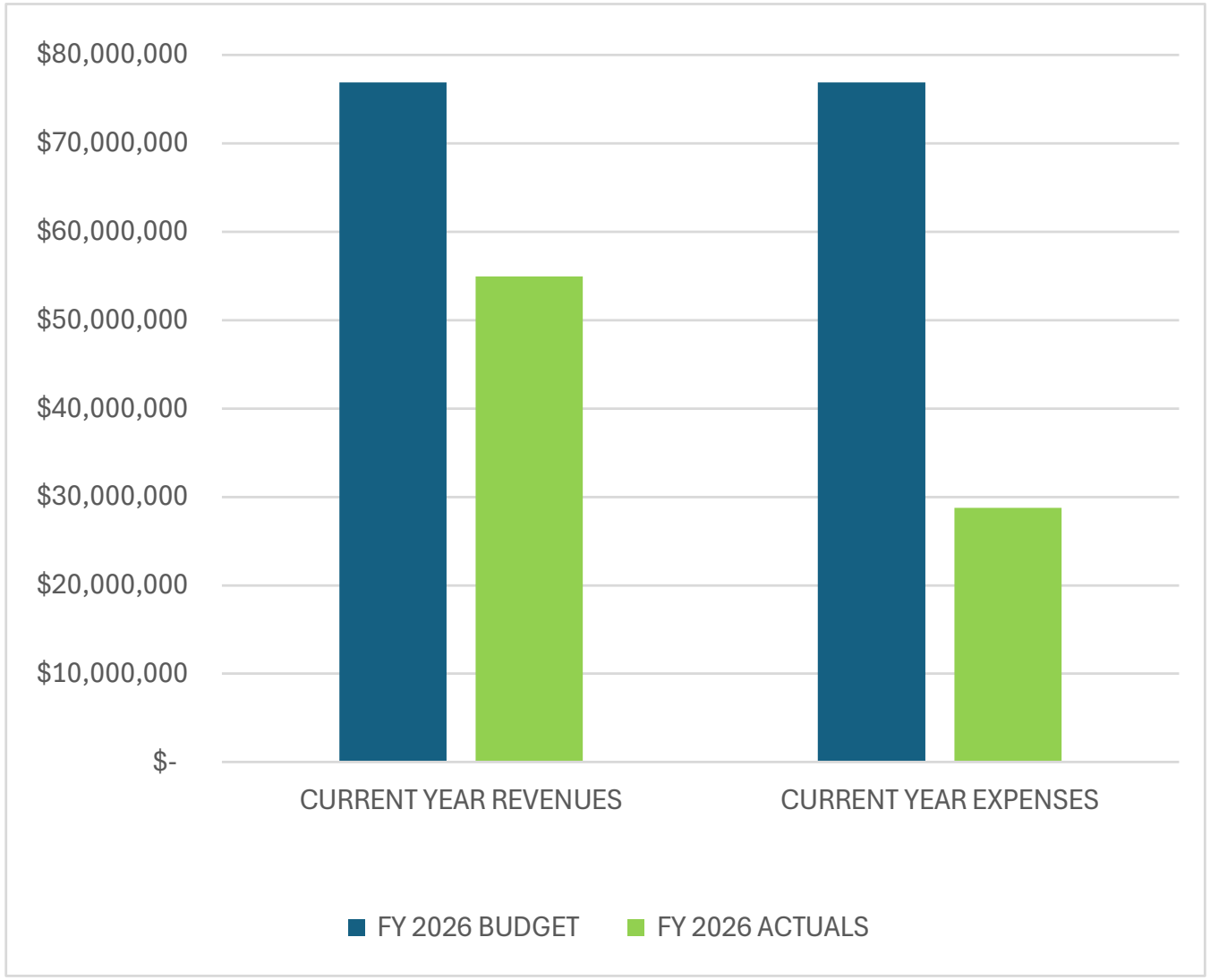
This is the primary operating fund of the City and is used to account for financial resources and activities not required to be reported in another fund. It is the most flexible and unrestricted fund and supports a broad range of government functions.

AS OF JANUARY 31, 2026

		FY 2026 BUDGET 12-MONTHS	FY 2026 ACTUALS 4-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/25	$ 23,282,170	$ 23,282,170	$ -	100%
REVENUES		$ 53,600,686	$ 31,675,036	$ (21,925,650)	59%
EXPENSES		$ (62,009,349)	$ (13,915,800)	$ 48,093,549	22%
NET SURPLUS (DEFICIT)		**$ (8,408,663)**	**$ 17,759,236**	**$ 26,167,899**	**-211%**
REQUIRED RESERVES		$ (13,609,701)	$ (13,609,701)	$ -	100%
UNASSIGNED FUND EQUITY		$ (1,263,806)	$ -	$ 1,263,806	0%
		$ (14,873,507)	**$ (13,609,701)**	**$ 1,263,806**	**92%**
ENDING FUND BALANCE	01/31/26	**$ -**	**$ 27,431,705**	**$ 27,431,705**	**-**

GENERAL FUND

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



GENERAL FUND

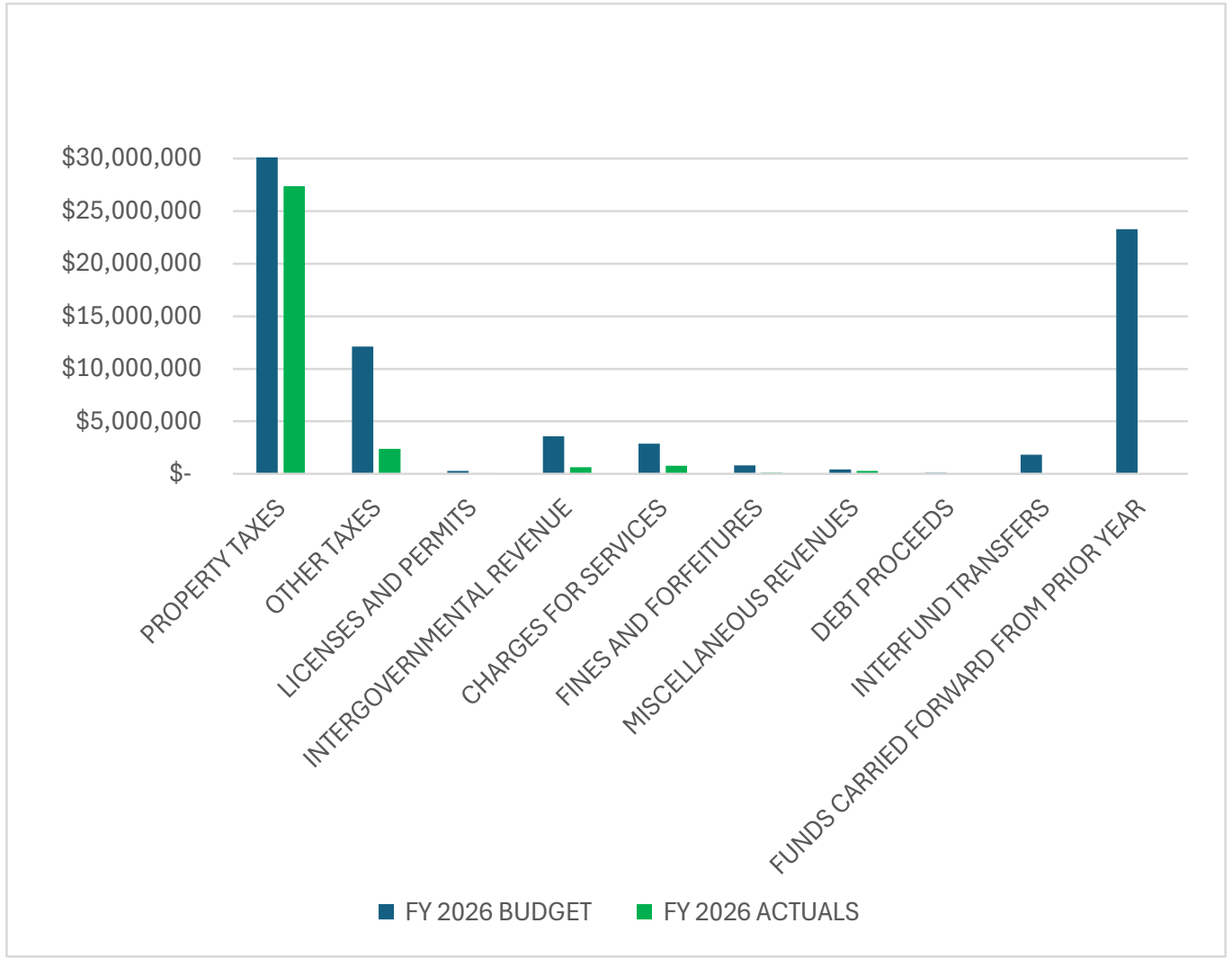
Revenues by Type

AS OF JANUARY 31, 2026

	FY 2026 BUDGET 12-MONTHS	FY 2026 ACTUALS 4-MONTHS	VARIANCE $	PERCENT RECOGNIZED
PROPERTY TAXES	$ 31,463,741	$ 27,359,117	$ (4,104,624)	87%
OTHER TAXES	$ 12,105,187	$ 2,389,428	$ (9,715,759)	20%
LICENSES AND PERMITS	$ 311,005	$ 81,211	$ (229,794)	26%
INTERGOVERNMENTAL REVENUE	$ 3,579,617	$ 640,848	$ (2,938,769)	18%
CHARGES FOR SERVICES	$ 2,878,504	$ 786,638	$ (2,091,866)	27%
FINES AND FORFEITURES	$ 829,984	$ 123,365	$ (706,619)	15%
MISCELLANEOUS REVENUES	$ 447,959	$ 294,429	$ (153,530)	66%
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**	**$ 31,675,036**	**$ (45,207,820)**	**41%**

GENERAL FUND

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



GENERAL FUND

Expenses by Function

AS OF JANUARY 31, 2026

	FY 2026 BUDGET 12-MONTHS	FY 2026 ACTUALS 4-MONTHS	VARIANCE $	PERCENT RECOGNIZED
CITY COMMISSION	$ (334,489)	$ (99,423)	$ 235,066	30%
CITY MANAGER	$ (1,642,315)	$ (420,421)	$ 1,221,894	26%
CITY CLERK	$ (622,715)	$ (191,148)	$ 431,567	31%
FINANCE	$ (1,512,650)	$ (398,869)	$ 1,113,781	26%
INFORMATION TECHNOLOGY	$ (1,940,035)	$ (782,697)	$ 1,157,338	40%
HUMAN RESOURCES	$ (805,056)	$ (183,989)	$ 621,067	23%
CITY ATTORNEY	$ (818,416)	$ (235,452)	$ 582,964	29%
PLANNING & ENGINEERING	$ (1,787,918)	$ (510,278)	$ 1,277,640	29%
PUBLIC WORKS ADMINISTRATION	$ (628,053)	$ (193,139)	$ 434,914	31%
FACILITY MAINTENANCE	$ (773,150)	$ (153,606)	$ 619,544	20%
GENERAL GOVERNMENT	**$ (10,864,797)**	**$ (3,169,022)**	**$ 7,695,775**	**29%**

GENERAL FUND

Expenses by Function (continued)

AS OF JANUARY 31, 2026

	FY 2026 BUDGET 12-MONTHS	FY 2026 ACTUALS 4-MONTHS	VARIANCE $	PERCENT RECOGNIZED
POLICE	$ (14,049,033)	$ (3,643,516)	$ 10,405,517	26%
PARKING VIOLATIONS	$ (130,000)	$ (12,104)	$ 117,896	9%
FIRE	$ (10,035,597)	$ (2,982,247)	$ 7,053,350	30%
FIRE TRANSPORT	$ (1,499,328)	$ (415,648)	$ 1,083,681	28%
EMERGENCY MANAGEMENT OP	$ (49,631)	$ (9,742)	$ 39,889	20%
PUBLIC SAFETY	**$ (25,763,589)**	**$ (7,063,256)**	**$ 18,700,333**	**27%**
HURRICANES	$ -	$ -	$ -	-
HURRICANES	**$ -**	**$ -**	**$ -**	**-**
RECREATION	$ (2,375,161)	$ (683,638)	$ 1,691,523	29%
PARKS	$ (2,587,886)	$ (664,292)	$ 1,923,594	26%
SPORTS COMPLEX	$ (1,719,400)	$ (408,300)	$ 1,311,100	24%
LEISURE SERVICES	**$ (6,682,447)**	**$ (1,756,231)**	**$ 4,926,216**	**26%**

GENERAL FUND

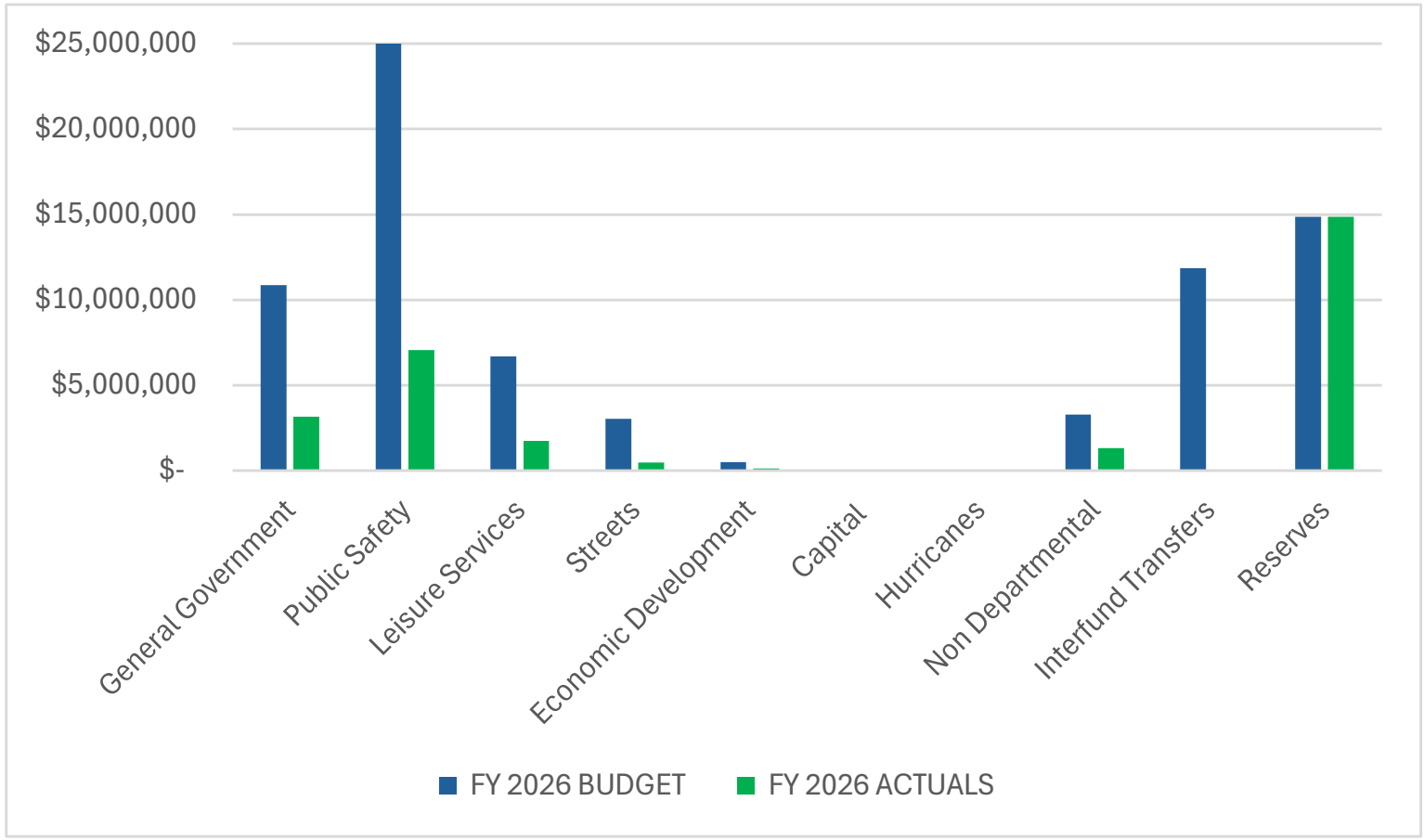
Expenses by Function (continued)

AS OF JANUARY 31, 2026

	FY 2026 BUDGET 12-MONTHS	FY 2026 ACTUALS 4-MONTHS	VARIANCE $	PERCENT RECOGNIZED
STREETS	$ (3,036,561)	$ (473,014)	$ 2,563,547	16%
ECONOMIC DEVELOPMENT	$ (508,409)	$ (134,927)	$ 373,482	27%
NON-DEPARTMENTAL	$ (3,295,055)	$ (1,319,349)	$ 1,975,706	40%
CAPITAL	$ -	$ -	$ -	-
INTERFUND TRANSFERS	$ (11,858,491)	$ -	$ 11,858,491	0%
OTHER EXPENSES	**$ (18,698,516)**	**$ (1,927,291)**	**$ 16,771,225**	**10%**
REQUIRED RESERVES	$ (13,609,701)	$ (13,609,701)	$ -	100%
UNASSIGNED FUND EQUITY	$ (1,263,806)	$ -	$ 1,263,806	0%
RESERVES	**$ (14,873,507)**	**$ (13,609,701)**	**$ 1,263,806**	**92%**
TOTAL EXPENSES	**$ (76,882,856)**	**$ (27,525,681)**	**$ 49,357,175**	**36%**

GENERAL FUND

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



GENERAL FUND

SUB FUNDS

BRANNON CENTER FUND

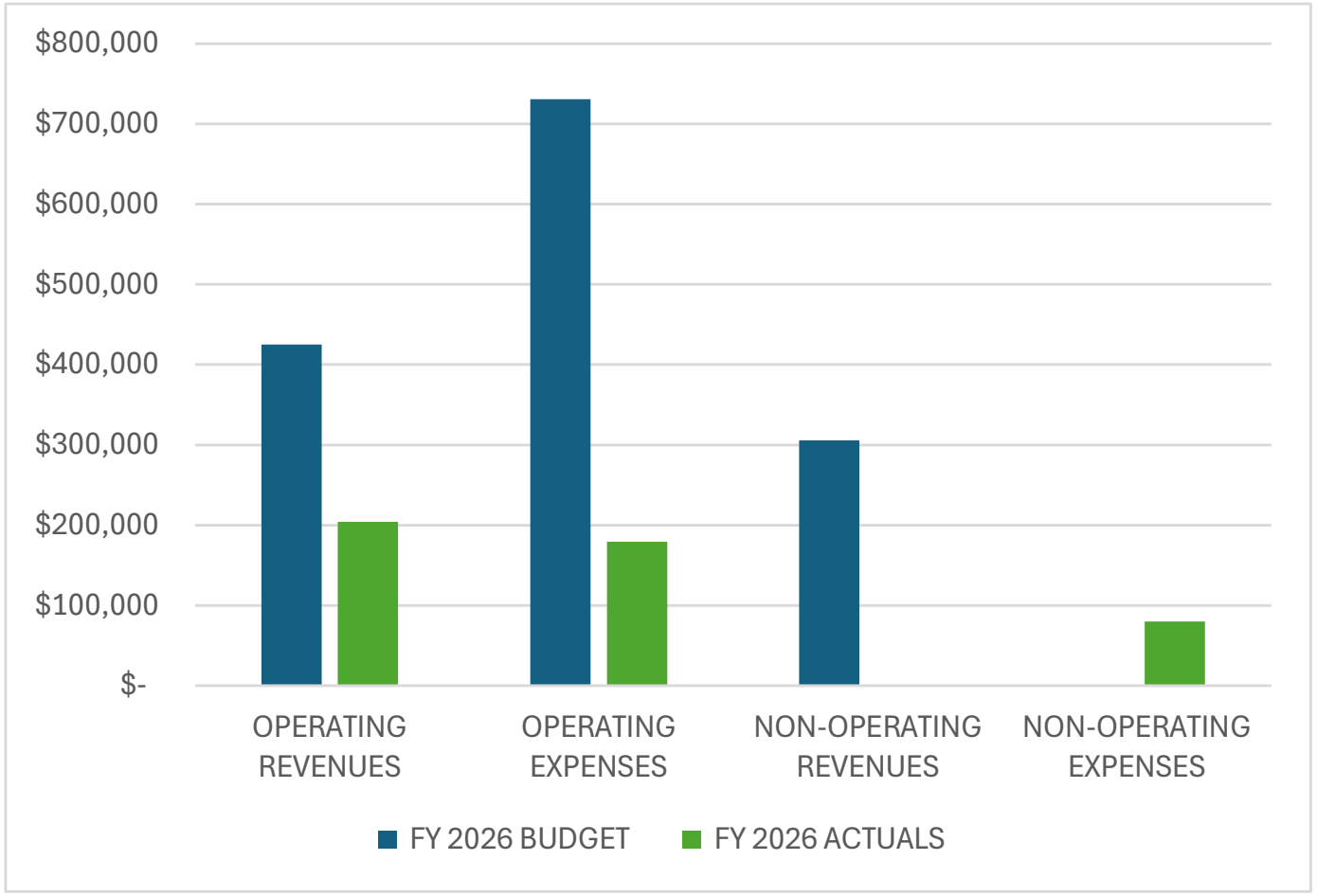
This fund accounts for the revenues and expenses associated with the operation and maintenance of the Brannon Center.

AS OF JANUARY 31, 2026

		FY 2026 BUDGET 12-MONTHS	FY 2026 ACTUALS 4-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/25	$ -	$ -	$ -	0%
OPERATING REVENUES		$ 425,000	$ 204,355	$ (220,645)	48%
OPERATING EXPENSES					
PERSONNEL SERVICES		$ (322,414)	$ (99,369)	$ 223,045	31%
OPERATING EXPENSES		$ (408,276)	$ (79,850)	$ 328,426	20%
OPERATING SURPLUS (DEFICIT)		**$ (305,690)**	**$ 25,136**	**$ 330,826**	**-8%**
INTERFUND TRANSFER IN		$ 228,690	$ -	$ (228,690)	0%
MISCELLANEOUS REVENUES		$ 77,000	$ 532	$ (76,468)	1%
CAPITAL OUTLAY		$ -	$ (79,845)	$ (79,845)	0%
GRANTS AND AIDS		$ -	$ -	$ -	0%
NON-OPERATING SURPLUS (DEFICIT)		**$ 305,690**	**$ (79,313)**	**$ (385,003)**	**-26%**
NET SURPLUS (DEFICIT)		**$ -**	**$ (54,177)**	**$ (54,177)**	**0%**
ENDING FUND BALANCE	01/31/26	**$ -**	**$ (54,177)**	**$ (54,177)**	**0%**

BRANNON CENTER FUND

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



GOLF COURSE FUND

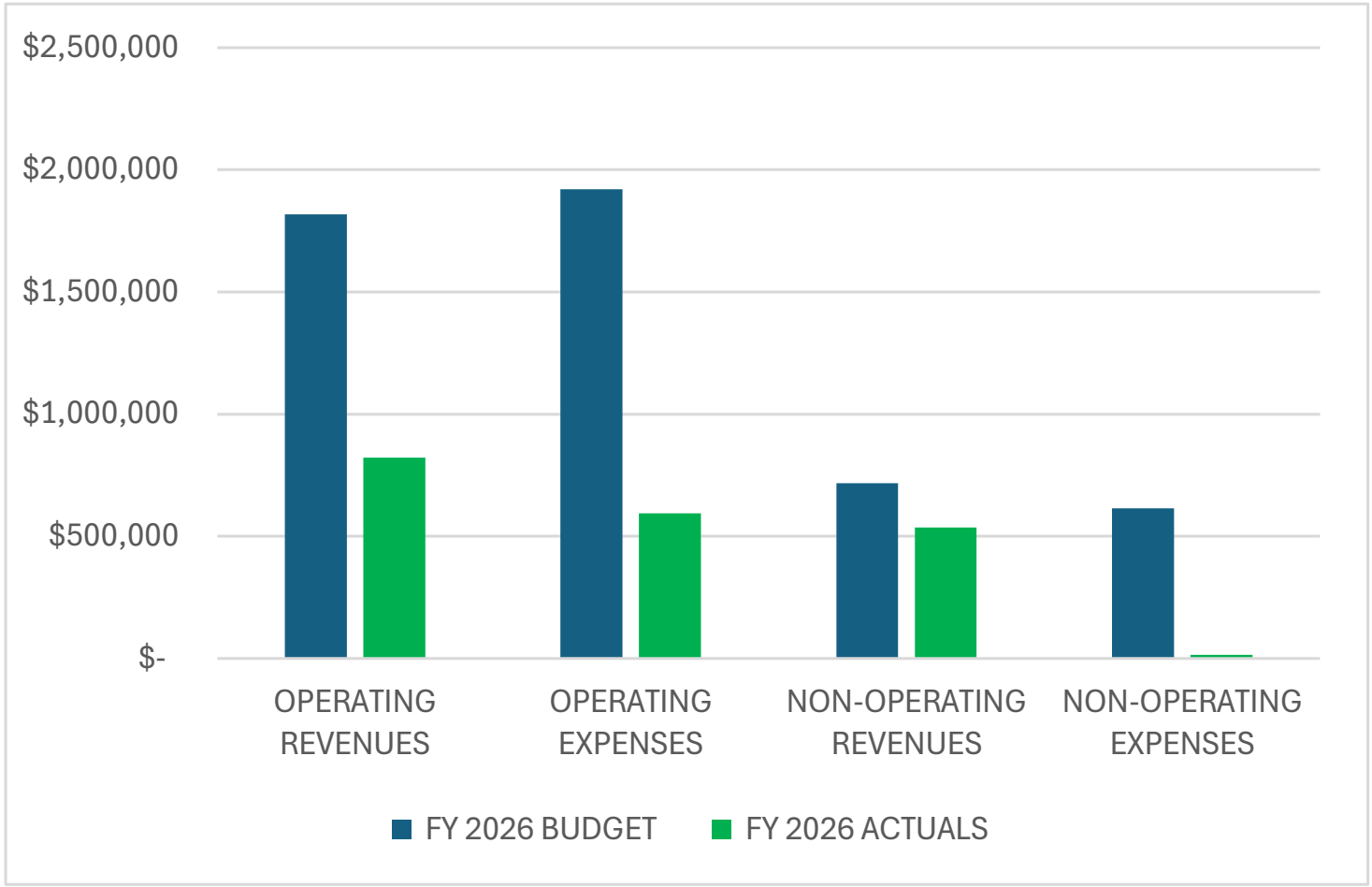
This fund accounts for the revenues and expenses associated with the operation and maintenance of the golf course.

AS OF JANUARY 31, 2026

		FY 2026 BUDGET 12-MONTHS	FY 2026 ACTUALS 4-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/25	$ 532,597	$ 532,597	$ -	100%
OPERATING REVENUES		$ 1,818,100	$ 821,251	$ (996,849)	45%
OPERATING EXPENSES					
PERSONNEL SERVICES		$ (1,182,385)	$ (380,996)	$ 801,389	32%
OPERATING EXPENSES		$ (738,480)	$ (212,889)	$ 525,591	29%
OPERATING SURPLUS (DEFICIT)		**$ (102,765)**	**$ 227,366**	**$ 330,131**	**-221%**
INTERFUND TRANSFER IN		$ 171,406	$ -	$ (171,406)	0%
MISCELLANEOUS REVENUES		$ 12,002	$ 3,972	$ (8,030)	33%
CAPITAL OUTLAY		$ -	$ -	$ -	0%
DEBT SERVICE		$ (85,703)	$ (14,283)	$ 71,420	17%
UNASSIGNED FUND EQUITY		$ (527,537)	$ -	$ 527,537	0%
NON-OPERATING SURPLUS (DEFICIT)		**$ (429,832)**	**$ (10,311)**	**$ 419,521**	**2%**
NET SURPLUS (DEFICIT)		**$ (532,597)**	**$ 217,055**	**$ 749,652**	**-41%**
ENDING FUND BALANCE	01/31/26	**$ -**	**$ 749,652**	**$ 749,652**	**0%**

GOLF COURSE FUND

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



OTHER OPERATING FUNDS

MARINA FUND

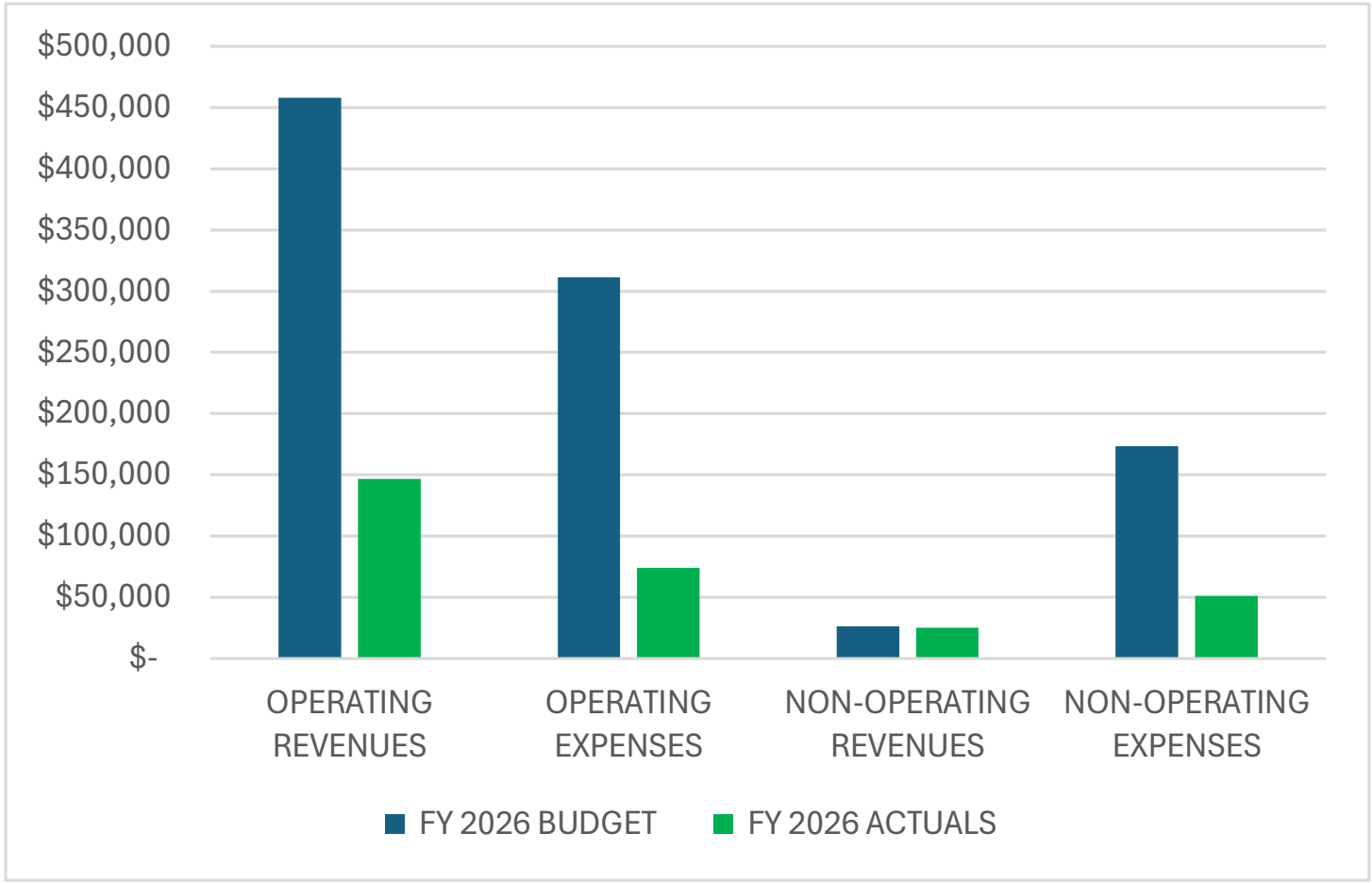
This fund accounts for marina generated revenues which are restricted for marina related purposes. It ensures marina resources benefit the marina and its users.

AS OF JANUARY 31, 2026

		FY 2026 BUDGET 12-MONTHS	FY 2026 ACTUALS 4-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/25	$ 24,726	$ 24,726	$ -	100%
OPERATING REVENUES		$ 458,222	$ 146,432	$ (311,790)	32%
OPERATING EXPENSES					
PERSONNEL SERVICES		$ (210,606)	$ (59,058)	$ 151,548	28%
OPERATING EXPENSES		$ (100,784)	$ (14,823)	$ 85,961	15%
OPERATING SURPLUS (DEFICIT)		**$ 146,832**	**$ 72,551**	**$ (74,281)**	**49%**
MISCELLANEOUS REVENUES		$ 1,662	$ 396	$ (1,266)	24%
INTERFUND TRANSFER OUT		$ (23,134)	$ -	$ 23,134	0%
OPERATING CONTINGENCY		$ (5,000)	$ -	$ 5,000	0%
REQUIRED RESERVES		$ (50,929)	$ (50,929)	$ 50,929	100%
UNASSIGNED FUND EQUITY		$ (94,157)	$ -	$ 94,157	0%
NON-OPERATING SURPLUS (DEFICIT)		**$ (171,558)**	**$ (50,533)**	**$ 171,954**	**29%**
NET SURPLUS (DEFICIT)		**$ (24,726)**	**$ 22,018**	**$ 97,673**	**-89%**
ENDING FUND BALANCE	01/31/26	**$ -**	**$ 46,744**	**$ 97,673**	**-**

MARINA FUND

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



STORMWATER FUND

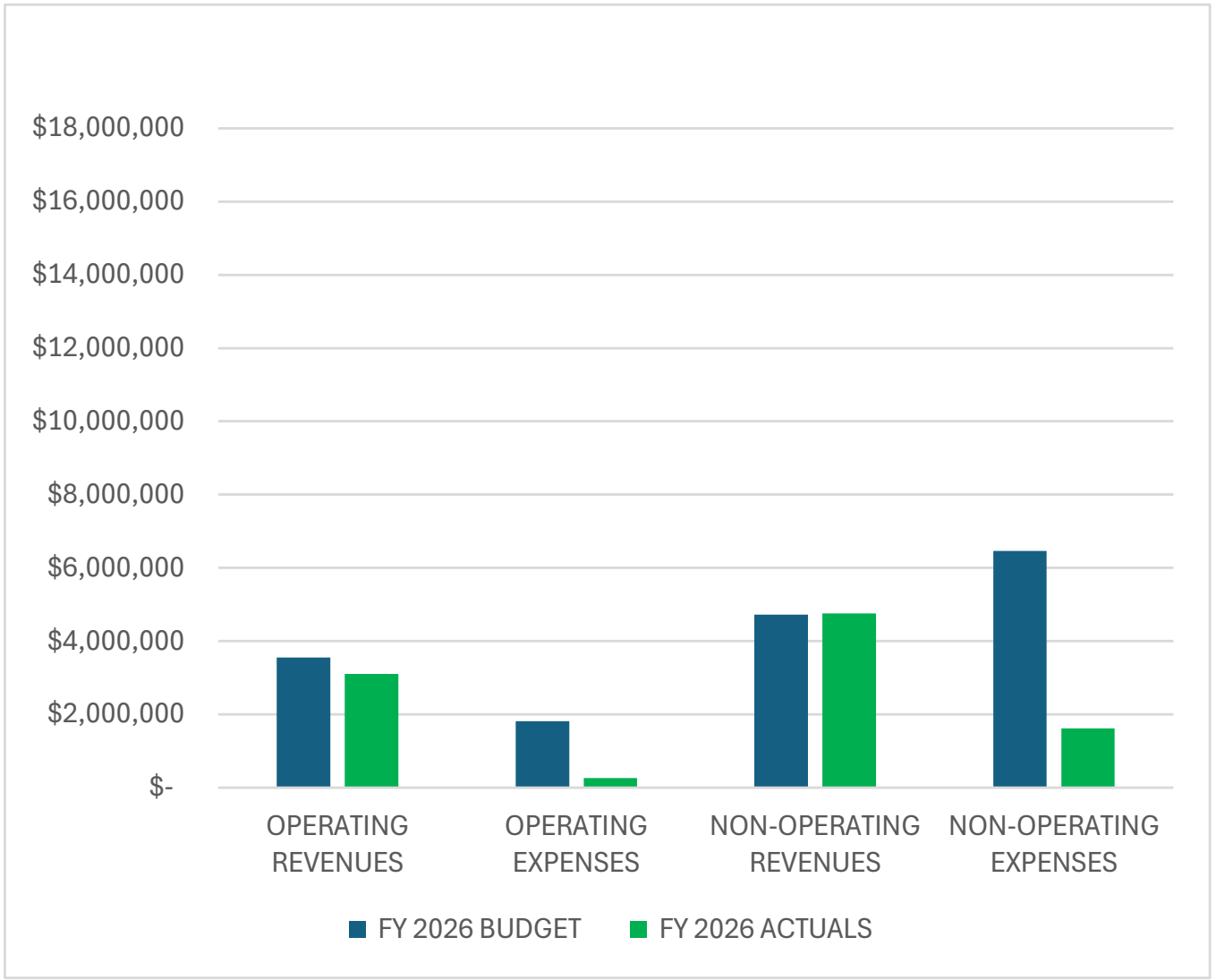
This fund accounts for stormwater fees which are restricted for expenses related to stormwater operations, maintenance and capital improvements.

AS OF JANUARY 31, 2026

		FY 2026 BUDGET 12-MONTHS	FY 2026 ACTUALS 4-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/25	$ 4,700,000	$ 4,700,000	$ -	100%
OPERATING REVENUES		$ 3,552,412	$ 3,104,082	$ (448,330)	87%
OPERATING EXPENSES					
PERSONNEL SERVICES		$ (399,410)	$ (113,889)	$ 285,521	29%
OPERATING EXPENSES		$ (1,416,149)	$ (146,760)	$ 1,269,389	10%
OPERATING SURPLUS (DEFICIT)		**$ 1,736,853**	**$ 2,843,432**	**$ 1,106,579**	**164%**
GRANT REVENUES		$ -	$ -	$ -	-
INTERFUND TRANSFERS IN		$ -	$ -	$ -	-
MISCELLANEOUS REVENUES		$ 21,580	$ 53,429	$ 31,849	248%
CAPITAL OUTLAY		$ (55,000)	$ (996,762)	$ (941,762)	1812%
HMP HOMEOWNER ASSISTANCE		$ -	$ -	$ -	-
INTERFUND TRANSFERS OUT		$ (5,423,892)	$ -	$ 5,423,892	0%
OPERATING CONTINGENCY		$ (250,000)	$ -	$ 250,000	0%
REQUIRED RESERVES		$ (616,570)	$ (616,570)	$ -	100%
UNASSIGNED FUND EQUITY		$ (112,971)	$ -	$ 112,971	0%
NON-OPERATING SURPLUS (DEFICIT)		**$ (6,436,853)**	**$ (1,559,903)**	**$ 4,876,950**	**24%**
NET SURPLUS (DEFICIT)		**$ (4,700,000)**	**$ 1,283,529**	**$ 5,983,529**	**-27%**
ENDING FUND BALANCE	01/31/26	**$ -**	**$ 5,983,529**	**$ 5,983,529**	**-**

STORMWATER FUND

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



AIRPORT FUND

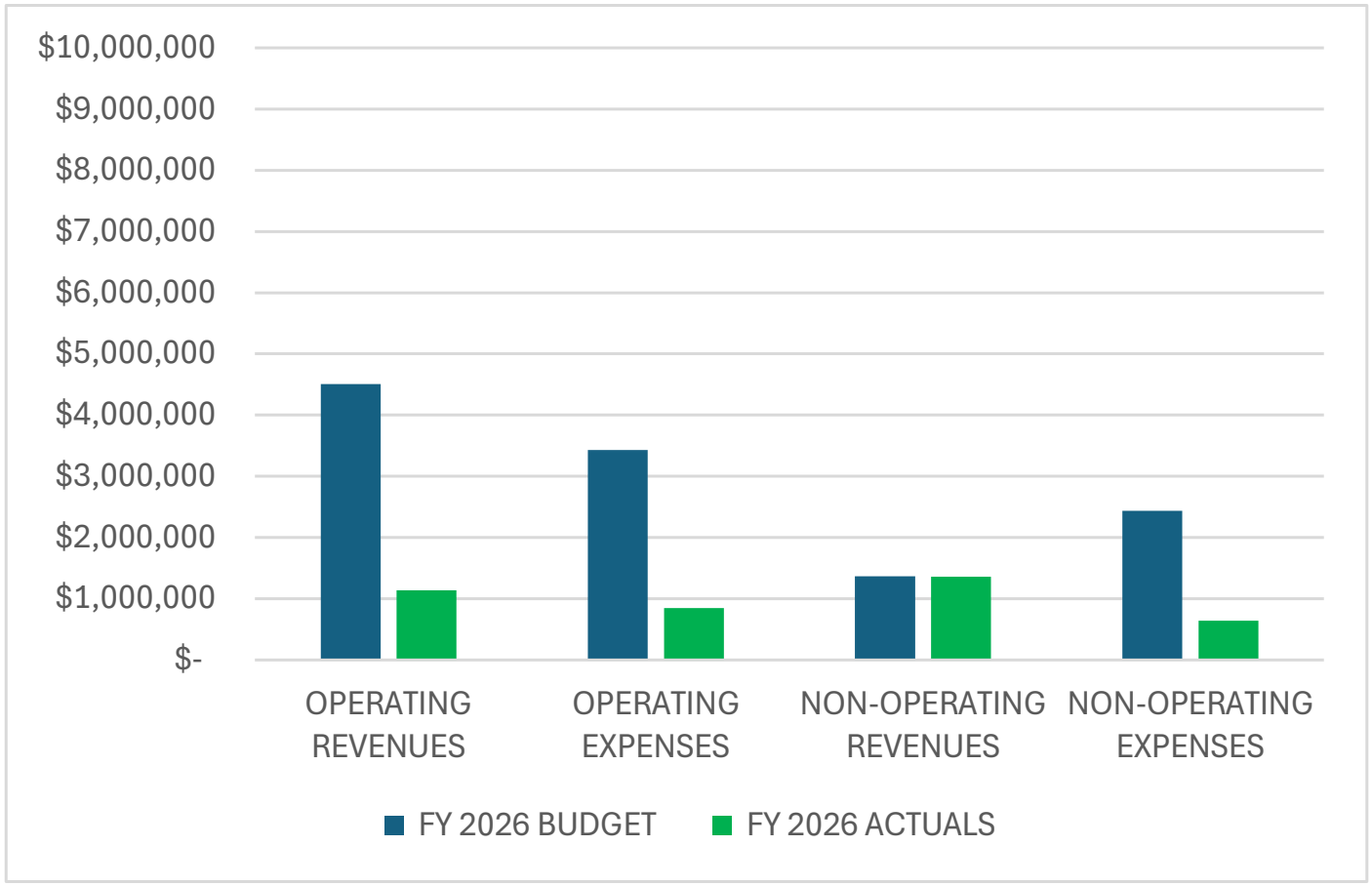
This fund accounts for airport generated revenues which are restricted for airport related purposes. It ensures airport resources benefit the airport and its users.

AS OF JANUARY 31, 2026

		FY 2026 BUDGET 12-MONTHS	FY 2026 ACTUALS 4-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/25	$ 1,343,785	$ 1,343,785	$ -	100%
OPERATING REVENUES		$ 4,505,503	$ 1,138,930	$ (3,366,573)	25%
OPERATING EXPENSES					
PERSONNEL SERVICES		$ (530,211)	$ (147,572)	$ 382,639	28%
OPERATING EXPENSES		$ (2,901,934)	$ (696,548)	$ 2,205,386	24%
OPERATING SURPLUS (DEFICIT)		**$ 1,073,358**	**$ 294,811**	**$ (778,547)**	**27%**
GRANT REVENUES		$ -	$ -	$ -	-
MISCELLANEOUS REVENUES		$ -	$ 360	$ 360	-
INTEREST		$ 18,490	$ 10,256	$ (8,234)	55%
CAPITAL OUTLAY		$ (40,080)	$ (80,198)	$ (40,118)	200%
INTERFUND TRANSFERS OUT		$ (988,878)	$ -	$ 988,878	0%
REQUIRED RESERVES		$ (562,190)	$ (562,190)	$ -	100%
UNASSIGNED FUND EQUITY		$ (844,485)	$ -	$ 844,485	0%
NON-OPERATING SURPLUS (DEFICIT)		**$ (2,417,143)**	**$ (631,772)**	**$ 1,785,371**	**26%**
NET SURPLUS (DEFICIT)		**$ (1,343,785)**	**$ (336,961)**	**$ 1,006,824**	**25%**
ENDING FUND BALANCE	01/31/26	**$ -**	**$ 1,006,824**	**$ 1,006,824**	**-**

AIRPORT FUND

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



PARKING FUND

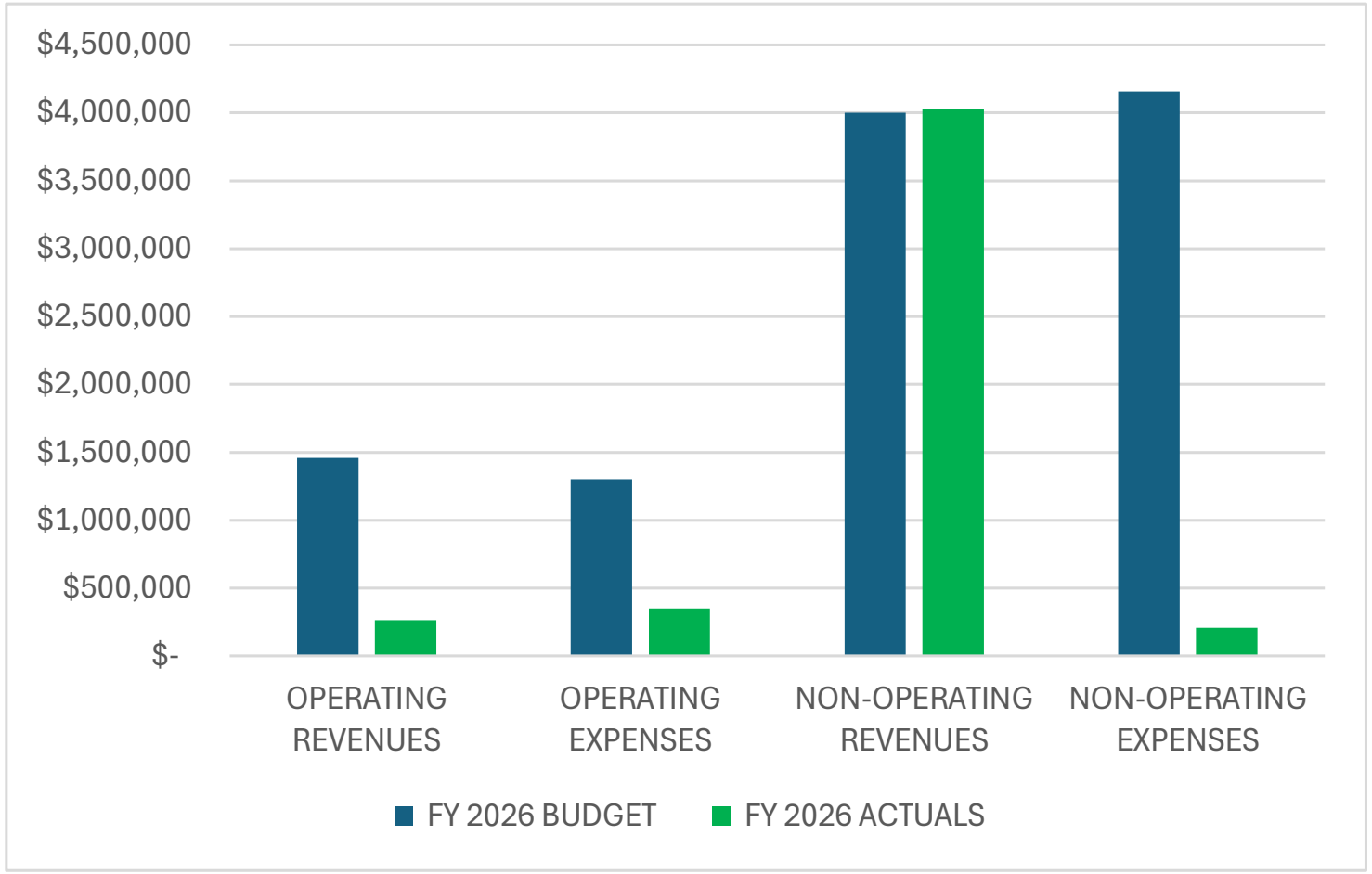
This fund accounts for parking revenue which is restricted for maintaining and improving public parking infrastructure.

AS OF JANUARY 31, 2026

		FY 2026 BUDGET 12-MONTHS	FY 2026 ACTUALS 4-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/25	$ 4,000,000	$ 4,000,000	$ -	100%
OPERATING REVENUES		$ 1,460,320	$ 265,340	$ (1,194,980)	18%
OPERATING EXPENSES					
PERSONNEL SERVICES		$ (755,054)	$ (239,606)	$ 515,448	32%
OPERATING EXPENSES		$ (547,695)	$ (110,804)	$ 436,891	20%
OPERATING SURPLUS (DEFICIT)		**$ 157,571**	**$ (85,070)**	**$ (242,641)**	**-54%**
MISCELLANEOUS REVENUES		$ -	$ 29,409	$ 29,409	-
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		$ (3,843,055)	$ -	$ 3,843,055	0%
NON OPERATING SURPLUS (DEFICIT)		**$ (4,157,571)**	**$ (176,974)**	**$ 3,980,597**	**4%**
NET SURPLUS (DEFICIT)		**$ (4,000,000)**	**$ (262,044)**	**$ 3,737,956**	**7%**
ENDING FUND BALANCE	01/31/26	**$ -**	**$ 3,737,956**	**$ 3,737,956**	**-**

PARKING FUND

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



SOLID WASTE FUND

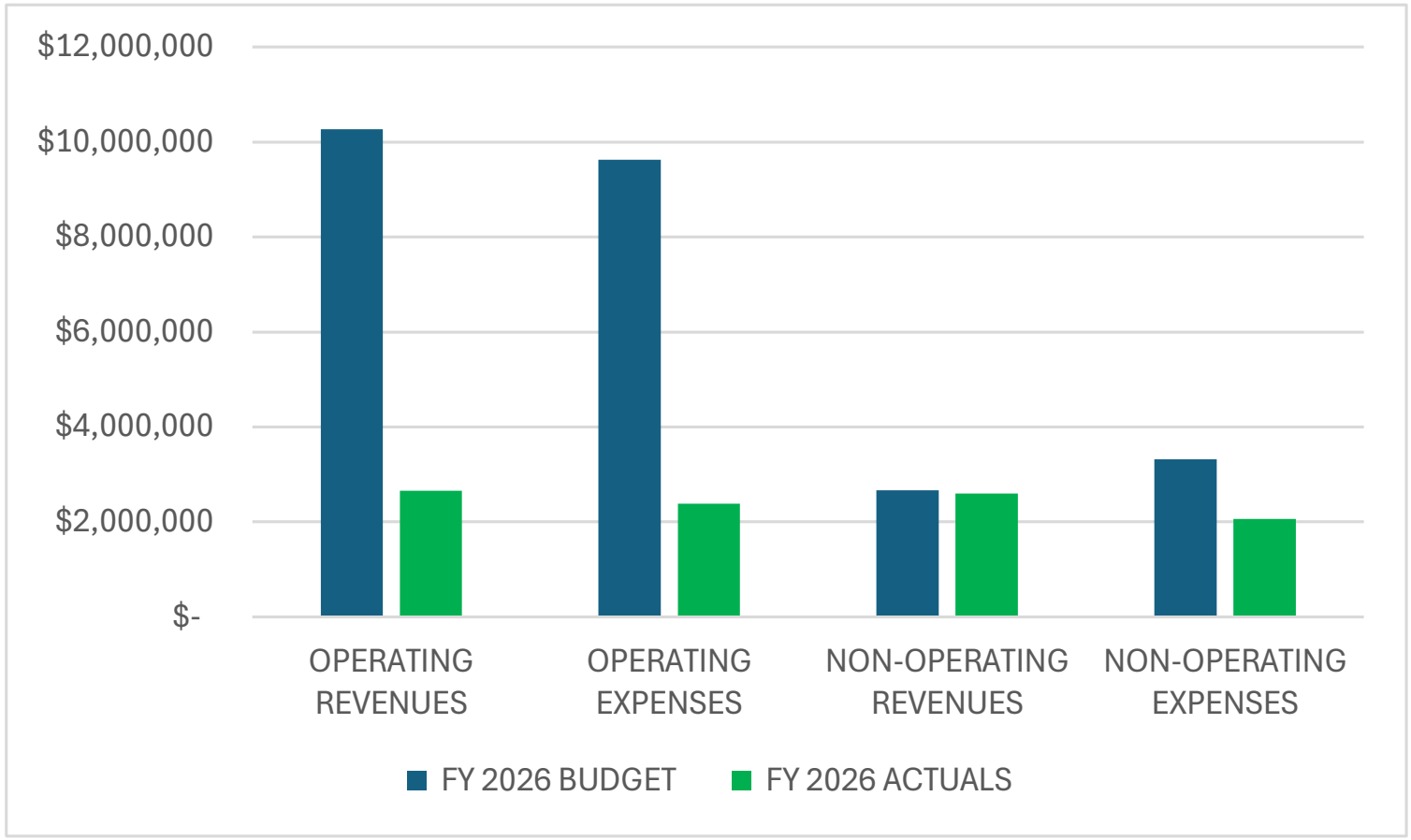
This fund collects garbage fees, which are designated for the collection and disposal of waste.

AS OF JANUARY 31, 2026

		FY 2026 BUDGET 12-MONTHS	FY 2026 ACTUALS 4-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/25	$ 2,560,234	$ 2,560,234	$ -	100%
OPERATING REVENUES		$ 10,274,623	$ 2,657,801	$ (7,616,822)	26%
OPERATING EXPENSES					
PERSONNEL SERVICES		$ (134,233)	$ (39,488)	$ 94,745	29%
OPERATING EXPENSES		$ (9,489,840)	$ (2,340,113)	$ 7,149,727	25%
OPERATING SURPLUS (DEFICIT)		**$ 650,550**	**$ 278,199**	**$ (372,351)**	**43%**
MISCELLANEOUS REVENUES		$ 108,110	$ 32,268	$ (75,842)	30%
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)**	**$ (2,030,866)**	**$ 1,179,918**	**63%**
NET SURPLUS (DEFICIT)		**$ (2,560,234)**	**$ (1,752,667)**	**$ 807,567**	**68%**
ENDING FUND BALANCE	01/31/26	**$ -**	**$ 807,567**	**$ 807,567**	**-**

SOLID WASTE FUND

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



BUILDING FUND

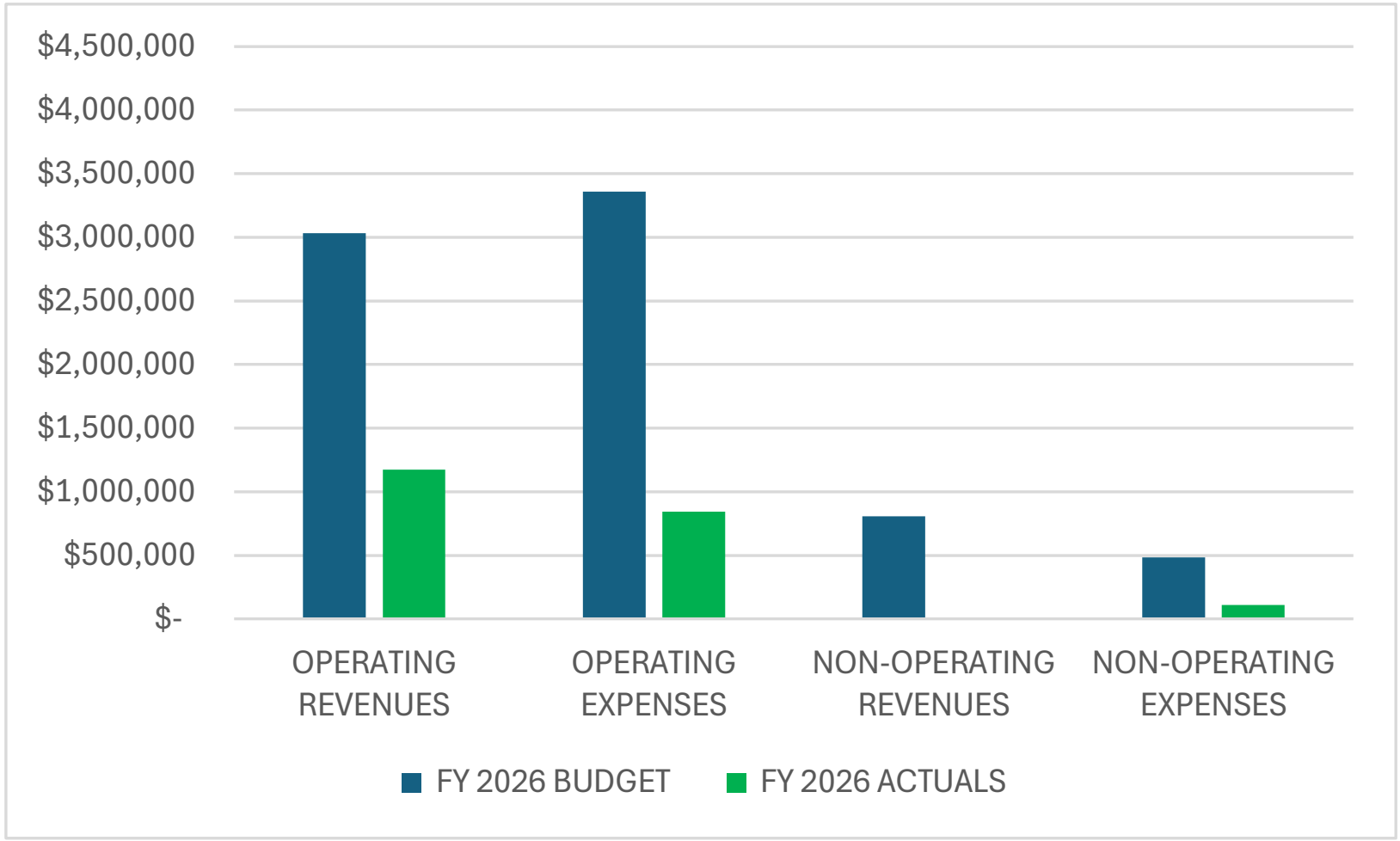
This fund accounts for building permit and plan review revenues which are restricted for enforcement of the Florida Building Code. This includes expenses to maintain safety standards, protect public health, and ensure that construction projects meet legal requirements.

AS OF JANUARY 31, 2026

		FY 2026 BUDGET 12-MONTHS	FY 2026 ACTUALS 4-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/25	$ -	$ -	$ -	-
OPERATING REVENUES		$ 3,033,642	$ 1,174,042	$ (1,859,600)	39%
OPERATING EXPENSES					
PERSONNEL SERVICES		$ (2,334,331)	$ (640,538)	$ 1,693,793	27%
OPERATING EXPENSES		$ (1,023,031)	$ (203,714)	$ 819,317	20%
OPERATING SURPLUS (DEFICIT)		**$ (323,720)**	**$ 329,789**	**$ 653,509**	**-102%**
INTERFUND TRANSFERS IN		$ 805,267	$ -	$ (805,267)	0%
MISCELLANEOUS REVENUES		$ 3,500	$ 5,718	$ 2,218	163%
CAPITAL OUTLAY		$ (9,600)	$ (9,592)	$ 8	100%
INTERFUND TRANSFERS OUT		$ (375,447)	$ -	$ 375,447	0%
REQUIRED RESERVES		$ (100,000)	$ (100,000)	$ -	100%
NON-OPERATING SURPLUS (DEFICIT)		**$ 323,720**	**$ (103,874)**	**$ 377,673**	**-32%**
NET SURPLUS (DEFICIT)		**$ -**	**$ 225,915**	**$ 1,031,182**	**-**
ENDING FUND BALANCE	01/31/26	**$ -**	**$ 225,915**	**$ 1,031,182**	**-**

BUILDING FUND

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



FLEET FUND

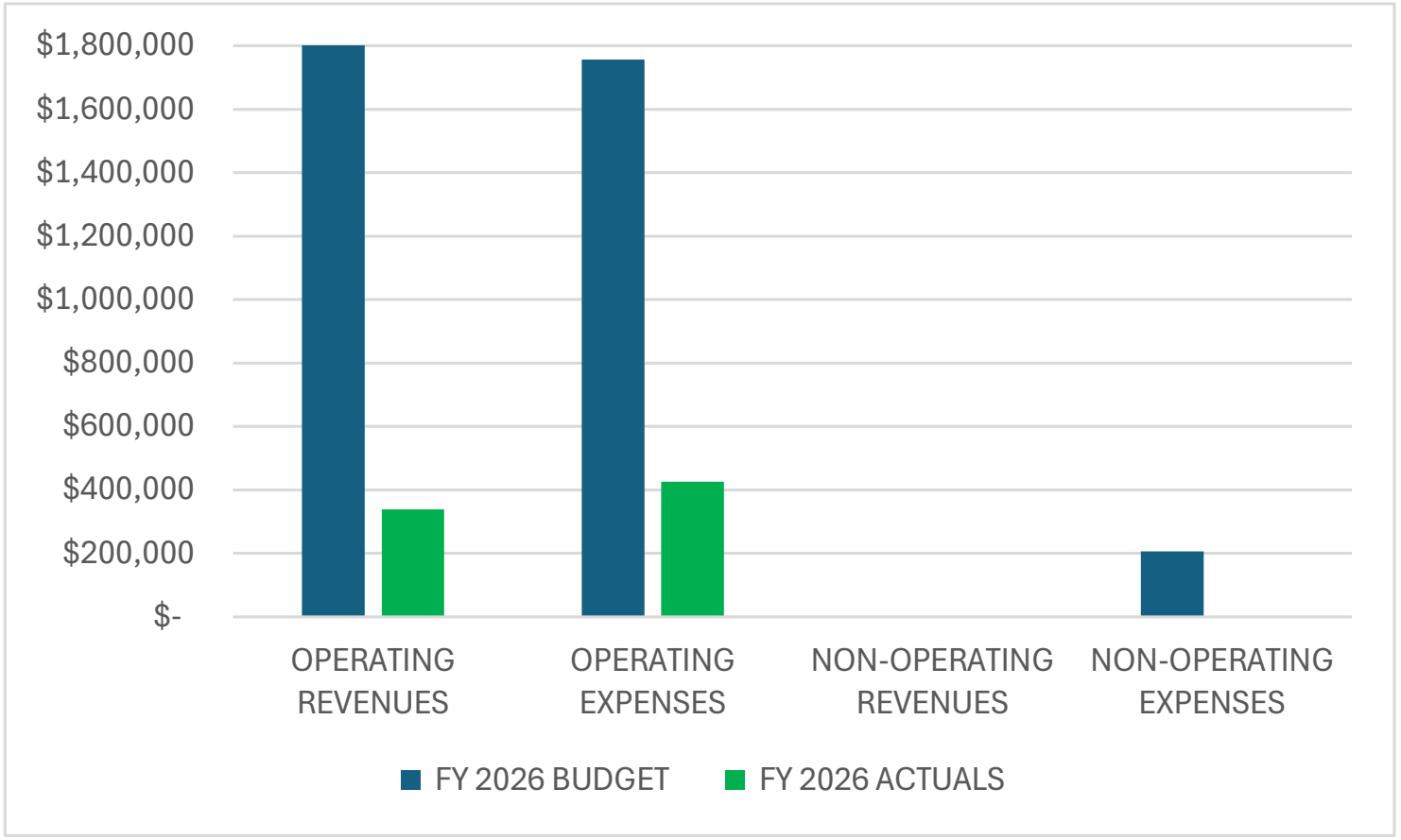
The purpose of this fund is to manage and finance the costs associated with maintaining and operating a fleet of vehicles. This fund operates on a cost-reimbursement basis, where various departments are charged for their usage of the vehicles.

AS OF JANUARY 31, 2026

		FY 2026 BUDGET 12-MONTHS	FY 2026 ACTUALS 4-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/25	$ -	$ -	$ -	-
OPERATING REVENUES		$ 1,963,540	$ 337,954	$ (1,625,586)	17%
OPERATING EXPENSES					-
PERSONNEL SERVICES		$ (367,557)	$ (109,419)	$ 258,138	30%
OPERATING EXPENSES		$ (1,389,963)	$ (316,368)	$ 1,073,595	23%
OPERATING SURPLUS (DEFICIT)		**$ 206,020**	**$ (87,833)**	**$ (293,853)**	**-43%**
MISCELLANEOUS REVENUES		$ -	$ 853	$ 853	-
OPERATING CONTINGENCY		$ (206,020)	$ -	$ 206,020	0%
CAPITAL OUTLAY		$ -	$ (1,015)	$ (1,015)	-
NON-OPERATING SURPLUS (DEFICIT)		**$ (206,020)**	**$ (162)**	**$ 205,858**	**0%**
NET SURPLUS (DEFICIT)		**$ -**	**$ (87,995)**	**$ (87,995)**	**-**
ENDING FUND BALANCE	01/31/26	**$ -**	**$ (87,995)**	**$ (87,995)**	**-**

FLEET FUND

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

		FY 2026 BUDGET 12-MONTHS	FY 2026 ACTUALS 4-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/25	$ 8,176,786	$ 8,176,786	$ -	100%
TAX INCREMENT		$ 2,928,951	$ 2,928,951	$ 0	100%
MISCELLANEOUS REVENUES		$ 111,000	$ 54,850	$ (56,150)	49%
CAPITAL		$ (6,696,235)	$ (125,570)	$ 6,570,665	2%
GRANTS AND ASSISTANCE		$ (3,920,522)	$ (446,238)	$ 3,474,284	11%
MISCELLANEOUS EXPENSES		$ (599,980)	$ (18,000)	$ 581,980	3%
NET SURPLUS (DEFICIT)		**$ (8,176,786)**	**$ 2,393,994**	**$ 10,570,780**	**-29%**
ENDING FUND BALANCE	01/31/26	**$ -**	**$ 10,570,780**	**$ 10,570,780**	**-**

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 JANUARY 31, 2026

		FY 2026 BUDGET 12-MONTHS	FY 2026 ACTUALS 4-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/25	$ 120,304	$ 120,304	$ -	100%
REVENUES		$ 12,000	$ 966	$ (11,034)	8%
EXPENSES		$ (132,304)	$ -	$ 132,304	0%
NET SURPLUS (DEFICIT)		**$ (120,304)**	**$ 966**	**$ 121,270**	**-1%**
ENDING FUND BALANCE	01/31/26	**$ -**	**$ 121,270**	**$ 121,270**	**-**

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 JANUARY 31, 2026

		FY 2026 BUDGET 12-MONTHS	FY 2026 ACTUALS 4-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/25	$ -	$ -	$ -	-
REVENUES		$ 128,400	$ 3,238	$ (125,162)	3%
EXPENSES		$ (128,400)	$ -	$ 128,400	0%
NET SURPLUS (DEFICIT)		**$ -**	**$ 3,238**	**$ 3,238**	**-**
ENDING FUND BALANCE	01/31/26	**$ -**	**$ 3,238**	**$ 3,238**	**-**

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 JANUARY 31, 2026

		FY 2026 BUDGET 12-MONTHS	FY 2026 ACTUALS 4-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/25	$ 229,000	$ 229,000	$ -	100%
REVENUES		$ 8,015	$ 13,474	$ 5,459	168%
EXPENSES		$ (237,015)	$ -	$ 237,015	0%
NET SURPLUS (DEFICIT)		**$ (229,000)**	**$ 13,474**	**$ 242,474**	**-6%**
ENDING FUND BALANCE	01/31/26	**$ -**	**$ 242,474**	**$ 242,474**	**-**

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 JANUARY 31, 2026

		FY 2026 BUDGET 12-MONTHS	FY 2026 ACTUALS 4-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/25	$ 1,275,333	$ 1,275,333	$ -	100%
REVENUES					
IMPACT FEE COLLECTIONS		$ -	$ 32,176	$ 32,176	-
OTHER REVENUES		$ -	$ 8,556	$ 8,556	-
TOTAL SOURCES		**$ -**	**$ 40,732**	**$ 40,732**	**-**
PROJECTS					
INTERFUND TRANSFERS OUT		$ (1,275,333)	$ -	$ 1,275,333	0%
TOTAL PROJECTS		**$ (1,275,333)**	**$ -**	**$ 1,275,333**	**0%**
ENDING FUND BALANCE	01/31/26	**$ -**	**$ 1,316,065**	**$ 1,316,065**	**-**

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 JANUARY 31, 2026

		FY 2026 BUDGET 12-MONTHS	FY 2026 ACTUALS 4-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/25	$ 1,233,745	$ 1,233,745	$ -	100%
SOURCES					
IMPACT FEE COLLECTIONS		$ -	$ 40,225	$ 40,225	-
OTHER REVENUES		$ -	$ 8,089	$ 8,089	-
TOTAL SOURCES		**$ -**	**$ 48,314**	**$ 48,314**	**-**
PROJECTS					
CAPITAL		$ -	$ (225)	$ (225)	-
INTERFUND TRANSFERS OUT		$ (1,233,745)	$ -	$ 1,233,745	0%
TOTAL PROJECTS		**$ (1,233,745)**	**$ (225)**	**$ 1,233,520**	**0%**
ENDING FUND BALANCE	01/31/26	**$ -**	**$ 1,281,834**	**$ 1,281,834**	**-**

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 JANUARY 31, 2026

		FY 2026 BUDGET 12-MONTHS	FY 2026 ACTUALS 4-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/25	$ 1,781,022	$ 1,781,022	$ -	100%
SOURCES					
IMPACT FEE COLLECTIONS		$ -	$ 102,600	$ 102,600	-
OTHER REVENUES		$ -	$ 12,088	$ 12,088	-
TOTAL SOURCES		**$ -**	**$ 114,688**	**$ 114,688**	**-**
PROJECTS					
INTERFUND TRANSFERS OUT		$ (1,781,022)	$ -	$ 1,781,022	0%
TOTAL PROJECTS		**$ (1,781,022)**	**$ -**	**$ 1,781,022**	**0%**
ENDING FUND BALANCE	01/31/26	**$ -**	**$ 1,895,710**	**$ 1,895,710**	**-**

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 JANUARY 31, 2026

		FY 2026 BUDGET 12-MONTHS	FY 2026 ACTUALS 4-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/25	$ 6,061,000	$ 6,061,000	$ -	100%
SOURCES					
IMPACT FEE COLLECTIONS			$ 99,052	$ 99,052	-
OTHER REVENUES		$ -	$ 40,276	$ 40,276	-
TOTAL SOURCES		**$ -**	**$ 139,328**	**$ 139,328**	**-**
					-
PROJECTS					
INTERFUND TRANSFERS OUT		$ (6,061,000)	$ -	$ 6,061,000	0%
TOTAL PROJECTS		**$ (6,061,000)**	**$ -**	**$ 6,061,000**	**0%**
ENDING FUND BALANCE	01/31/26	**$ -**	**$ 6,200,328**	**$ 6,200,328**	**-**

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 JANUARY 31, 2026

		FY 2026 BUDGET 12-MONTHS	FY 2026 ACTUALS 4-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/25	$ 11,344	$ 11,344	$ -	100%
SOURCES					
LOAN PROCEEDS		$ -	$ -	$ -	-
INTEREST EARNINGS		$ 2,000	$ (1,096)	$ (3,096)	-55%
TOTAL SOURCES		**$ 2,000**	**$ (1,096)**	**$ (3,096)**	**-55%**
					-
PROJECTS					
LAND PURCHASE		$ (13,344)	$ -	$ 13,344	0%
TOTAL PROJECTS		**$ (13,344)**	**$ -**	**$ 13,344**	**0%**
ENDING FUND BALANCE	01/31/26	**$ -**	**$ 10,248**	**$ 10,248**	**-**

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 JANUARY 31, 2026

		FY 2026 BUDGET 12-MONTHS	FY 2026 ACTUALS 4-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/25	$ 727,142	$ 727,142	$ -	100%
SOURCES					
INTEREST EARNINGS		$ 38,031	$ 4,625	$ (33,406)	12%
INTERFUND TRANSFER IN		$ 452,727	$ 452,727	$ -	100%
TOTAL SOURCES		**$ 490,758**	**$ 457,352**	**$ (33,406)**	**93%**
					-
PROJECTS					
SIDEWALKS & FUTURE PROJECTS		$ (1,217,900)	$ -	$ 1,217,900	0%
TOTAL PROJECTS		**$ (1,217,900)**	**$ -**	**$ 1,217,900**	**0%**
ENDING FUND BALANCE	01/31/26	**$ -**	**$ 1,184,494**	**$ 1,184,494**	**-**

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 JANUARY 31, 2026

		FY 2026 BUDGET 12-MONTHS	FY 2026 ACTUALS 4-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/25	$ -	$ -	$ -	-
SOURCES					
LOAN PROCEEDS		$ 5,500,000	$ -	$ (5,500,000)	0%
INTEREST EARNINGS		$ 500,000	$ -	$ (500,000)	0%
TOTAL SOURCES		**$ 6,000,000**	**$ -**	**$ (6,000,000)**	**0%**
					-
PROJECTS					
CAPITAL - LAND		$ (5,952,402)	$ -	$ 5,952,402	0%
DEBT ISSUANCE		$ (47,598)	$ -	$ 47,598	0%
TOTAL PROJECTS		**$ (6,000,000)**	**$ -**	**$ 6,000,000**	**0%**
ENDING FUND BALANCE	01/31/26	**$ -**	**$ -**	**$ -**	**-**

CAPITAL PROJECT FUND (FUND 302)

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

AS OF JANUARY 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	$ 64,371	$ (335,629)	16%
GRANTS		$ 1,050,000	$ 409,200	$ (640,800)	39%
INTERFUND TRANSFER IN		$ 4,719,000	$ -	$ (4,719,000)	0%
MISCELLANEOUS REVENUES		$ -	$ 68,348	$ 68,348	-
TOTAL REVENUES		**$ 6,169,000**	**$ 541,919**	**$ (5,627,081)**	**9%**
CAPITAL PROJECTS		$ (11,169,000)	$ (2,790,725)	$ 8,378,275	25%
TOTAL EXPENSES		**$ (11,169,000)**	**$ (2,790,725)**	**$ 8,378,275**	**25%**
UNASSIGNED FUND EQUITY		$ -	$ -	$ -	0%
TOTAL EXPENSES		**$ -**	**$ -**	**$ -**	**-**
NET SURPLUS (DEFICIT)		**$ (5,000,000)**	**$ (2,248,806)**	**$ 2,751,194**	**45%**
ENDING FUND BALANCE	01/31/26	**$ -**	**$ 2,751,194**	**$ 2,751,194**	**-**

CAPITAL PROJECTS

PROJECT TYPE	FY 2026 BUDGET	FY 2026 ACTUALS	FY 2026 COMMITTED
AC/SOLAR/ROOF IMPROVEMENTS	$ 875,000	$ -	$ 92,163
AIRPORT IMPROVEMENTS	$ 6,170,000	$ 31,269	$ 2,545,168
AOB SITE IMPROVEMENTS	$ -	$ 150,840	$ 1,531,316
AQUA SEPTIC TO SEWER	$ -	$ -	$ 250,485
BOATHOUSE	$ 522,500	$ -	$ -
BUILDING IMPROVEMENTS	$ 962,096	$ 304,502	$ 139,439
FENCING & BARRICADES	$ 1,523,000	$ 121,934	$ -
GOLF COURSE IMPROVEMENTS	$ 330,000	$ 299,850	$ -
PARK & PLAYGROUND IMPROVEMENTS	$ 1,018,000	$ 1,064,579	$ 875,837
PIER IMPROVEMENTS	$ -	$ 542,650	$ 7,278
ROAD IMPROVEMENTS	$ 9,350,000	$ 18,019	$ 2,900,949
SOFTWARE UPGRADES	$ 24,000	$ 24,648	$ 24,308
STORMWATER	$ 13,300,000	$ 413,963	$ 3,580,393
STREET BEAUTIFICATION	$ -	$ 25,503	$ 538,679

PROJECTS IN PICTURES

Esther Boardwalk Upgrades



PROJECTS IN PICTURES

Atlantic at Normandy Street Paving



PROJECTS IN PICTURES

Flagler Beautification





PROJECTS IN PICTURES

Stormwater Maintenance



AIRPORT CAPITAL FUND

This fund accounts for Airport related capital improvements projects.

AS OF JANUARY 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	$ -	$ (2,954,500)	0%
FDOT CAPITAL PROJECT FUNDING		$ 2,570,000	$ -	$ (2,570,000)	0%
INTERFUND TRANSFER IN		$ 765,500	$ -	$ (765,500)	0%
MISCELLANEOUS REVENUES		$ -	$ (60)	$ (60)	-
TOTAL REVENUES		**$ 6,290,000**	**$ (60)**	**$ (6,290,060)**	**0%**
CAPITAL - BUILDINGS		$ (2,909,590)	$ -	$ 2,909,590	0%
CAPITAL - INFRASTRUCTURE		$ (2,460,000)	$ -	$ 2,460,000	0%
CAPITAL - EQUIPMENT & VEHICLES		$ (120,000)	$ (27,069)	$ 92,931	23%
MISCELLANEOUS EXPENSES		$ (800,410)	$ (4,200)	$ 796,210	1%
TOTAL EXPENSES		**$ (6,290,000)**	**$ (31,269)**	**$ 6,258,731**	**0%**
UNASSIGNED FUND EQUITY		$ -	$ -	$ -	0%
TOTAL EXPENSES		**$ -**	**$ -**	**$ -**	**-**
NET SURPLUS (DEFICIT)		**$ -**	**$ (31,329)**	**$ (31,329)**	**-**
ENDING FUND BALANCE	01/31/26	**$ -**	**$ (31,329)**	**$ (31,329)**	**-**

AIRPORT CAPITAL FUND

Projects in Pictures

Airport Administrative Building



POLICE CAPITAL FUND

This fund accounts for Police related capital improvements projects.

AS OF JANUARY 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	$ -	$ (200,000)	0%
INTERFUND TRANSFER IN		$ 1,275,333	$ -	$ (1,275,333)	0%
MISCELLANEOUS REVENUES		$ 39,868	$ -	$ (39,868)	0%
TOTAL REVENUES		**$ 1,776,451**	**$ -**	**$ (1,776,451)**	**0%**
CAPITAL - BUILDINGS		$ (597,500)	$ -	$ 597,500	0%
MISCELLANEOUS EXPENSES		$ -	$ -	$ -	0%
TOTAL EXPENSES		**$ (597,500)**	**$ -**	**$ 597,500**	**0%**
UNASSIGNED FUND EQUITY		$ (1,178,951)	$ (1,178,951)	$ -	100%
TOTAL EXPENSES		**$ (1,178,951)**	**$ (1,178,951)**	**$ -**	**100%**
NET SURPLUS (DEFICIT)		**$ -**	**$ (1,178,951)**	**$ (1,178,951)**	**-**
ENDING FUND BALANCE	01/31/26	**$ -**	**$ (1,178,951)**	**$ (1,178,951)**	**-**

FIRE CAPITAL FUND

This fund accounts for Fire related capital improvements projects.

AS OF JANUARY 31, 2026

		FY 2026 BUDGET	FY 2026 ACTUALS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/1/2025	$ -	$ -	$ -	0%
IMPACT FEES		$ 200,000	$ -	$ (200,000)	0%
INTERFUND TRANSFER IN		$ 1,233,745	$ -	$ (1,233,745)	0%
MISCELLANEOUS REVENUES		$ 47,556	$ -	$ (47,556)	0%
TOTAL REVENUES		**$ 1,481,301**	**$ -**	**$ (1,481,301)**	**0%**
CAPITAL - BUILDINGS		$ (85,030)	$ -	$ 85,030	0%
MISCELLANEOUS EXPENSES		$ -	$ -	$ -	0%
TOTAL EXPENSES		**$ (85,030)**	**$ -**	**$ 85,030**	**0%**
UNASSIGNED FUND EQUITY		$ (1,396,271)	$ (1,396,271)	$ -	100%
TOTAL EXPENSES		**$ (1,396,271)**	**$ (1,396,271)**	**$ -**	**100%**
NET SURPLUS (DEFICIT)		**$ -**	**$ (1,396,271)**	**$ (1,396,271)**	**-**
ENDING FUND BALANCE	01/31/26	**$ -**	**$ (1,396,271)**	**$ (1,396,271)**	**-**

RECREATION CAPITAL FUND

This fund accounts for Recreation related capital improvements projects.

AS OF JANUARY 31, 2026

		FY 2026 BUDGET	FY 2026 ACTUALS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/1/2025	$ -	$ -	$ -	0%
IMPACT FEES		$ 500,000	$ -	$ (500,000)	0%
INTERFUND TRANSFER IN		$ 1,781,022	$ -	$ (1,781,022)	0%
MISCELLANEOUS REVENUES		$ 75,530	$ (117)	$ (75,647)	0%
TOTAL REVENUES		**$ 2,356,552**	**$ (117)**	**$ (2,356,669)**	**0%**
CAPITAL - INFRASTRUCTURE		$ (715,989)	$ (162,546)	$ 553,443	23%
CAPITAL - BUILDINGS		$ (55,000)	$ -	$ 55,000	0%
MISCELLANEOUS EXPENSES		$ (29,500)	$ (4,043)	$ 25,457	14%
TOTAL EXPENSES		**$ (800,489)**	**$ (166,588)**	**$ 633,901**	**21%**
UNASSIGNED FUND EQUITY		$ (1,556,063)	$ -	$ 1,556,063	0%
TOTAL EXPENSES		**$ (1,556,063)**	**$ -**	**$ 1,556,063**	**0%**
NET SURPLUS (DEFICIT)		**$ -**	**$ (166,706)**	**$ (1,722,769)**	**-**
ENDING FUND BALANCE	01/31/26	**$ -**	**$ (166,706)**	**$ (1,722,769)**	**-**

TRANSPORTATION CAPITAL FUND

This fund accounts for Transportation related capital improvements projects.

AS OF JANUARY 31, 2026

		FY 2026 BUDGET	FY 2026 ACTUALS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/1/2025	$ -	$ -	$ -	0%
IMPACT FEES		$ 500,000	$ -	$ (500,000)	0%
INTERFUND TRANSFER IN		$ 6,061,000	$ -	$ (6,061,000)	0%
MISCELLANEOUS REVENUES		$ 212,135	$ -	$ (212,135)	0%
TOTAL REVENUES		**$ 6,773,135**	**$ -**	**$ (6,773,135)**	**0%**
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)		**$ -**	**$ -**	**$ (6,773,135)**	**-**
ENDING FUND BALANCE	01/31/26	**$ -**	**$ -**	**$ (6,773,135)**	**-**

STORMWATER CAPITAL FUND

This fund accounts for Stormwater related capital improvements projects.

AS OF JANUARY 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	01/31/26	**$ -**	**$ -**	**$ -**	**-**

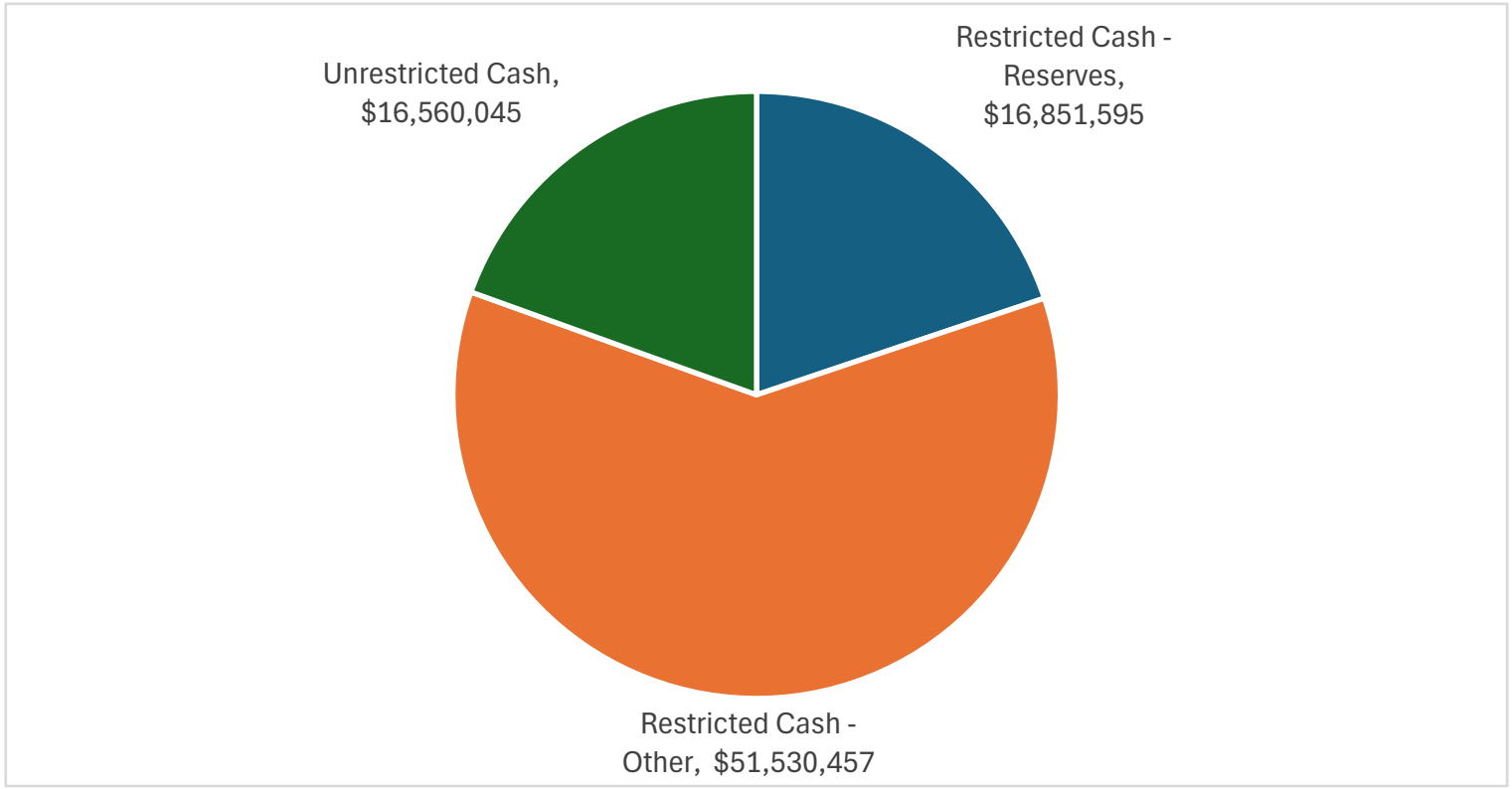
CASH

CASH – AS OF JANUARY 31, 2026

Balances by Type

Type	Balance
Cash on Hand	$5,925
QPD Bank	$84,932,297
Money Market	$0
Certificates of Deposit	$0
Investment Pool	$3,874
Total	**$84,942,096**

CASH – AS OF JANUARY 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	$326,359	$320,850
Total Debt	**$31,645,228**	**$0**	**$1,436,245**	**$30,208,983**

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 January 31, 2026.

FUND	FY BUDGET 12 MONTHS	MTD BUDGET 4 MONTHS	YTD ACTUAL	% BUDGET USED FULL YEAR	% BUDGET USED 4 MONTHS
001 GENERAL FUND	76,882,856	25,627,619	13,915,980	18.1%	54.3%
003 BRANNON CIVIC CENTER	730,690	243,563	259,064	35.5%	106.4%
004 GOLF COURSE FUND	2,534,105	844,702	608,168	24.0%	72.0%
101 STORMWATER UTILITY FEE FUND	8,273,992	2,757,997	1,271,012	15.4%	46.1%
103 SPECIAL LAW ENFORCEMENT TRUST	237,015	79,005	-	0.0%	0.0%
104 AIRPORT/INDUSTRIAL PARK FUND	5,867,778	1,955,926	924,318	15.8%	47.3%
105 POLICE IMPACT FEE FUND	1,275,333	425,111	-	0.0%	0.0%
106 FIRE IMPACT FEE FUND	1,233,745	411,248	225	0.0%	0.1%
107 RECREATION IMPACT FEE FUND	1,781,022	593,674	-	0.0%	0.0%
109 TRANSPORTATION IMPACT FEES	6,061,000	2,020,333	-	0.0%	0.0%
113 BUILDING AND INSPECTION	3,842,409	1,280,803	853,844	22.2%	66.7%
114 TREE FUND	132,304	44,101	-	0.0%	0.0%
115 PARKING REVENUE FUND	5,460,320	1,820,107	350,457	6.4%	19.3%
116 OPIOID FUND	128,400	42,800	-	0.0%	0.0%
125 CRA 2015	11,216,737	3,738,912	589,808	5.3%	15.8%
204 2017 STORMWATER REV NOTE	569,876	189,959	280,436	49.2%	147.6%
205 SRF LOAN DEBT SERVICE	103,341	34,447	-	0.0%	0.0%
206 2024 CAP IMP REV NOTE	356,883	118,961	248,189	69.5%	208.6%
207 SRF LOANS DEBT SERVICE	139,116	46,372	10,000	7.2%	21.6%

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 January 31, 2026.

FUND	FY BUDGET 12 MONTHS	MTD BUDGET 4 MONTHS	YTD ACTUAL	% BUDGET USED FULL YEAR	% BUDGET USED 4 MONTHS
208 2014 CAP IMP REV NOTE	494,212	164,737	445,003	90.0%	270.1%
209 2014 & 2019 GO BOND	1,070,549	356,850	540,449	50.5%	151.5%
210 2018 CAP IMP REVENUE NOTE	707,341	235,780	586,113	82.9%	248.6%
213 2025 TURNBULL GO BOND	418,000	139,333	29,799	7.1%	21.4%
301 CAPITAL PROJECTS TURNBULL	13,344	4,448	-	0.0%	0.0%
302 CAPITAL PROJECTS	11,169,000	3,723,000	2,790,725	25.0%	75.0%
303 GOB CAPITAL PROJECTS FUND	1,217,900	405,967	-	0.0%	0.0%
304 AIRPORT CAPITAL FUND	6,290,000	2,096,667	31,269	0.5%	1.5%
305 POLICE IMPACT FEE CAP FUND	1,776,451	592,150	-	0.0%	0.0%
306 FIRE IMPACT FEE CAPITAL FUND	1,481,301	493,767	-	0.0%	0.0%
307 RECREATION IMPACT FEE CAP FUND	2,356,552	785,517	166,588	7.1%	21.2%
309 TRANSPORTATION IMPACT FEE CAP FU	6,773,135	2,257,712	-	0.0%	0.0%
311 STORMWATER CAPITAL FUND	14,406,600	4,802,200	-	0.0%	0.0%
312 CAPITAL EQUIPMENT FUND	5,070,961	1,690,320	213,731	4.2%	12.6%
313 2025 TURNBULL CAP PROJECT	6,000,000	2,000,000	47,598	33.3%	2.4%
405 SANITATION	12,942,967	4,314,322	2,379,601	18.4%	55.2%
408 CITY MARINA	484,610	161,537	73,881	15.2%	45.7%
501 FLEET MAINTENANCE	1,963,540	654,513	426,802	21.7%	65.2%
Expense Total	**201,463,385**	**67,154,462**	**27,043,060**	**13.4%**	**40.3%**

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 (01/01/2026 TO 01/31/2026)
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	4	608	$99,020.00	$3,233.81
	Alteration, Remodel, Repair	8	9,075	$1,501,432.00	$20,819.90
	Multi-Family	1	14,759	$2,289,416.00	$35,182.19
	New Non-Residential	1	13,856	$65,000.00	$1,142.03
	Re-roof	8	244	$211,015.44	$5,835.91
	Temporary Construction Trailer	1	720	$15,000.00	$617.85
	Windows/Doors/Garage Doors	8	5,061	$79,027.00	$3,534.53
BUILDING (COMMERCIAL) TOTAL:		**31**	**44,323**	**$4,259,910.44**	**$70,366.22**
Building (Residential)	Accessory/Detach Structure < 200 sf	2	280	$13,614.00	$175.80
	Accessory/Detach Structure > 200 sf	2	240	$16,500.00	$656.69
	Addition	3	1,277	$1,047,500.00	$2,451.00
	Alteration, Remodel, Repair	21	7,805	$690,955.79	$11,459.35
	Mobile Home	2	2,147	$100,000.00	$2,011.68
	New Single Family	6	24,947	$2,344,993.00	$48,571.46
	Re-roof	44	83,503	$769,882.54	$4,111.44
	Screen Enclosure	5	3,309	$59,909.00	$1,813.49
	Screen Walls	3	672	$20,249.19	$940.87
	Shutters	3	261	$35,790.00	$275.70
	Windows/Doors/Garage Doors	30	28,319	$419,868.00	$2,942.40
BUILDING (RESIDENTIAL) TOTAL:		**121**	**152,760**	**$5,519,261.52**	**$75,409.88**
Certificate of Occupancy	Certificate of Occupancy	18	71,464	$8,790,034.52	$0.00
CERTIFICATE OF OCCUPANCY TOTAL:		**18**	**71,464**	**$8,790,034.52**	**$0.00**
Demolition (Commercial)	Demolition	1	0	$850.00	$173.64
DEMOLITION (COMMERCIAL) TOTAL:		**1**	**0**	**$850.00**	**$173.64**
Demolition (Residentiall)	Demolition	3	8,830	$46,700.00	$1,528.90
DEMOLITION (RESIDENTIALL) TOTAL:		**3**	**8,830**	**$46,700.00**	**$1,528.90**
Dock & Seawalls (Commercial)	Seawalls	1	0	$226,118.00	$2,848.86
DOCK & SEAWALLS (COMMERCIAL) TOTAL:		**1**	**0**	**$226,118.00**	**$2,848.86**
Dock & Seawalls (Residential)	Docks	3	0	$232,400.00	$2,116.36
	Seawalls	1	0	$55,000.00	$780.75
DOCK & SEAWALLS (RESIDENTIAL) TOTAL:		**4**	**0**	**$287,400.00**	**$2,897.11**
Electrical (Commercial)	Electrical Repairs	10	0	$47,988.00	$2,337.33
	Generator	2	0	$522,650.00	$3,854.35
	Service-New/Upgrade	1	0	$700.00	$171.97
ELECTRICAL (COMMERCIAL) TOTAL:		**13**	**0**	**$571,338.00**	**$6,363.65**
Electrical (Residential)	Electrical Repairs	43	0	$73,262.01	$3,951.70
	Generator	4	0	$46,297.14	$351.60
	Service-New/Upgrade	3	0	$13,560.00	$275.70
ELECTRICAL (RESIDENTIAL) TOTAL:		**50**	**0**	**$133,119.15**	**$4,579.00**

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

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

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Engineering	Fence-Non-Residential	1	0	$2,480.00	$167.97
	Fence-Residential	23	3,406	$151,017.86	$2,020.90
	Paver/Patio/Driveway/Seal Coat/Restr	1	1,603	$35,551.00	$768.02
	Paver/Patio/Driveway/Seal Coat-Resic	15	13,648	$87,056.00	$1,318.50
	Right of Way	7	6,392	$2,000.00	$0.00
	ENGINEERING TOTAL:	**47**	**25,049**	**$278,104.86**	**$4,275.39**
Fire	Fire Alarm System	25	14,020	$65,135.90	$4,986.08
	Fire Sprinkler System	1	200	$15,350.00	$831.64
	Fire Suppression	1	0	$900.00	$139.72
	Fire-Special Events-Tent	3	10,600	$6,200.00	$407.16
	FIRE TOTAL:	**30**	**24,820**	**$87,585.90**	**$6,364.60**
Gas (Commercial)	Gas Lines	1	0	$2,045.00	$171.97
	GAS (COMMERCIAL) TOTAL:	**1**	**0**	**$2,045.00**	**$171.97**
Gas (Residential)	Gas Lines	6	0	$17,108.00	$551.40
	GAS (RESIDENTIAL) TOTAL:	**6**	**0**	**$17,108.00**	**$551.40**
Mechanical (Commercial)	Mechanical New	1	0	$3,650.00	$308.72
	Mechanical Repair/Replace	5	0	$72,934.28	$2,780.12
	MECHANICAL (COMMERCIAL) TOTAL:	**6**	**0**	**$76,584.28**	**$3,088.84**
Mechanical (Residential)	Mechanical Repair/Replace	69	0	$628,455.50	$6,479.00
	MECHANICAL (RESIDENTIAL) TOTAL:	**69**	**0**	**$628,455.50**	**$6,479.00**
Plumbing (Commercial)	Plumbing Repairs/Replace	2	0	$4,300.00	$391.44
	PLUMBING (COMMERCIAL) TOTAL:	**2**	**0**	**$4,300.00**	**$391.44**
Plumbing (Residential)	Plumbing Repairs/Replace	13	0	$44,814.63	$1,194.70
	PLUMBING (RESIDENTIAL) TOTAL:	**13**	**0**	**$44,814.63**	**$1,194.70**
Pool (Residential)	In Ground	7	9,526	$1,103,845.00	$6,760.40
	Pool with Enclosure	1	1,095	$109,000.00	$1,067.58
	POOL (RESIDENTIAL) TOTAL:	**8**	**10,621**	**$1,212,845.00**	**$7,827.98**
Sign	Monument	1	30	$14,000.00	$774.84
	Temporary Sign/Banner	2	2,169	$325.00	$335.94
	Wall Mounted	3	171	$9,182.00	$709.52
	SIGN TOTAL:	**6**	**2,370**	**$23,507.00**	**$1,820.30**
Special Events	Special Event Continuous	1	0	$0.00	$570.27
	Special Event Major	1	0	$0.00	$339.27
	SPECIAL EVENTS TOTAL:	**2**	**0**	**$0.00**	**$909.54**
Tree Removal	Tree Removal Residential	6	0	$0.00	$186.00

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

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

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
	TREE REMOVAL TOTAL:	6	0	$0.00	$186.00
	GRAND TOTAL:	438	340,237	$22,210,081.80	$197,428.42

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

Social Media Followers as of Feb. 2, 2026 (+/- change from prior report)				
Facebook	**Nextdoor**	**Instagram**	**X**	**Threads**
31,369 **(+170)**	16,104 **(+106)**	6,755 **(+48)**	4,733 **(+7)**	1,218 **(+22)**

Top 3 Facebook Posts in January 2026				
Topic	**Views**	**Interactions**	**Link Clicks**	**Shares**
Work starting on five-year street resurfacing plan	58,257	179	163	41
Parking plan for IMAGES: A Festival of the Arts	48,403	246	235	49
10th Street railroad crossing closed for maintenance	36,339	110	--	98

Bottom 3 Facebook Posts in January 2026				
Topic	**Views**	**Interactions**	**Link Clicks**	**Shares**
Cold-weather shelters open evenings of Jan. 18-20	958	3	--	0
2026 Mayor's Fitness Challenge registration	1,072	2	15	1
Cold-weather shelters open evenings of Jan. 15-16	1,224	8	--	4

Public Meeting Traffic Report in January 2026 (+/- change from prior report)				
Total Page Views	**Total Visits**	**Total Unique Visitors**	**Streaming Device Used**	
4,419 **(+1,103)**	2,2732 **(+666)**	1,195 **(+296)**	Desktop 76% **(+2)**	Mobile 24% **(-2)**
Most Watched Meetings (Views)		**Views by Referral Source**	**Visitors by Location (Views)**	
1. Jan. 13 City Commission (386)		1. City website (3,312)	1. NSB (2,373)	6. New York (32)
2. Jan. 27 City Commission (95)		2. Direct link (481)	2. Miami (243)	7. Altamonte Springs (31)
3. Jan. 5 Planning & Zoning Board (65)		3. City intranet (246)	3. Edgewater (176)	8. Columbus (31)
4. Jan. 12 Turnbull Creek Land Preservation Comm. (55)		4. Google search (122)	4. Orlando (151)	9. Ashburn (28)
5. Jan. 15 Code Compliance Board (25)		5. Facebook (58)	5. Port Orange (71)	10. Forest City (27)

From: Debbie Simmons
To: Kosorok, Tammy
Cc: Cowper, Kevin; Efren Chavez; Kindra McBride
Subject: Requested NSBU Monthly Capacity Metrics - January 2026
Date: Monday, February 9, 2026 6:42:14 PM
Attachments: image002.png

CAUTION: EXTERNAL EMAIL

Tammy,

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

Thank you,

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



Electric

January 2026

Peak (MW)	% of Available Capacity
101 MW	71.1%

Water

	Demand(MGD)	% Treatment Capacity
January 2026	5.543	53%

Wastewater

	TMADF(MGD)	% Treatment Capacity
January 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

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

CONSIDER THE ADOPTION OF THE MINUTES FROM THE CITY COMMISSION REGULAR MEETING HELD ON TUESDAY, FEBRUARY 10, 2026.

February 24, 2026

Background:

The City Commission held a regular meeting on Tuesday, February 10, 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 February 10, 2026 - Minutes.pdf

City Commission Regular Meeting
Tuesday, February 10, 2026, at 5:30 PM

MINUTES

1. OPENING OF MEETING

Having been duly advertised as required by law, the regular meeting of the City Commission of the City of New Smyrna Beach, Florida, was held on Tuesday, February 10, 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 and Commissioner Valli Perrine, Commissioner Lisa Martin, and Commissioner Brian Ashley

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Chaplain Bill Kitchin gave the invocation. Wandalyn and Keith Capps led those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

5. CITY MANAGER'S REPORT

5A. City Manager's Report

City Manager Cowper outlined a report.

6. PUBLIC PARTICIPATION

Michael Don Johnson, Seminole County resident, commented on the upcoming election for District 3.

Gina Ferlan, 628 South Pine Street, commented on item 11A Ordinance No. 76-25.

Myron Hammond, 2033 South Ridgewood Avenue, Edgewater Towing and Recovery, commented on towing a contract for the City of New Smyrna Beach.

Patricia Blake-Harris asked the Mayor to expound on his trip to Tallahassee SB 840 and SB 180.

7. CONSENT AGENDA

7A. Consider the adoption of the minutes from the City Commission regular meeting held on Tuesday, January 27, 2026.

Motion:
Commissioner Martin moved to adopt the minutes from the City Commission regular meeting held on Tuesday, January 27, 2026. Vice Mayor McGuirk seconded the motion. The motion passed by unanimous vote.

7B. Consider the approval of a Grant Award from the Florida Firefighter Cancer Decontamination Equipment Grant Program (FFCDEGP).

Motion:
Commissioner Martin moved to approve a Grant Award from the Florida Firefighter Cancer Decontamination Equipment Grant Program (FFCDEGP). Vice Mayor McGuirk seconded the motion. The motion passed by unanimous vote.

7C. Consider the approval of a Dock Easement Agreement to allow for a single-family residential dock to be located along the east side of South Riverside Drive across from property addressed at 1210 South Riverside Drive.

Motion:
Commissioner Martin moved to approve a Dock Easement Agreement to allow for a single-family residential dock to be located along the east side of South Riverside Drive across from property addressed at 1210 South Riverside Drive. Vice Mayor McGuirk seconded the motion. The motion passed by unanimous vote.

7G. Consider the approval of a proposed Sidewalk Café Agreement for Bricks European Cafe and the Galley located at 421 Canal Street.

Motion:
Commissioner Martin moved to approve a proposed Sidewalk Café Agreement for Bricks European Cafe and the Galley located at 421 Canal Street. Vice Mayor McGuirk seconded the motion. The motion passed by unanimous vote.

7D. Special Event: Consider the approval of the weekly Food Truck Event in Venetian Bay, to be held every Monday starting on February 16, 2026 through December 28, 2026.

Motion:
Commissioner Martin moved to approve a weekly Food Truck Event in Venetian Bay, to be held every Monday starting on February 16, 2026, through December 28, 2026. Vice Mayor McGuirk seconded the motion. The motion passed by unanimous vote.

7E. Special Event: Consider the approval of the Southeast Volusia Historical Society's Heritage Day Event 2026, to be held on Saturday, March 28, 2026.

Motion:
Commissioner Martin moved to approve the Southeast Volusia Historical Society's Heritage Day Event 2026, to be held on Saturday, March 28, 2026. Vice Mayor McGuirk seconded the motion. The motion passed by unanimous vote.

7F. Special Event: Consider the approval of the Mike Martin Pro/AM event 2026, to be held on Thursday, April 9, 2026.

Motion:
Commissioner Martin moved to approve the Mike Martin Pro/AM event 2026, to be held on Thursday, April 9, 2026. Vice Mayor McGuirk seconded the motion. The motion passed by unanimous vote.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

9. QUASI-JUDICIAL HEARINGS

10. PUBLIC HEARINGS

10A. Ordinance No. 09-26: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, would annex approximately 5 + acres of land located on Paige Avenue. (0881)

A public hearing was conducted for Ordinance No. 09-26.

City Attorney Avallone read Ordinance No. 09-26 for the second time by title only.

Bob Mathen, Senior Planner, outlined a PowerPoint presentation.

Mayor Cleveland opened the public hearing.

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

Motion:
Vice Mayor McGuirk moved to adopt Ordinance No. 09-26, which would annex approximately 5 + acres of land located on Paige Avenue. Commissioner Ashley seconded the motion. The motion passed by unanimous vote.

10B. Ordinance No. 10-26: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, would approve a Small-Scale Comprehensive Plan amendment changing the Future Land Use on Approximately 5 + acres of land located on Paige Avenue.

A public hearing was conducted for Ordinance No. 10-26.

City Attorney Avallone read Ordinance No. 10-26 for the second time by title only.

Bob Mathen, Senior Planner, outlined a PowerPoint presentation.

Mayor Cleveland opened the public hearing.

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

Motion:
Commissioner Martin moved to adopt Ordinance No. 10-26, which would approve a Small-Scale Comprehensive Plan amendment, changing the Future Land Use to approximately 5 + acres of land located on Paige Avenue. Commissioner Ashley seconded the motion. The motion passed by unanimous vote.

10C. Ordinance No. 11-26: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, would rezone approximately 5 + acres of land to Conservation for property located on Paige Avenue.

A public hearing was conducted for Ordinance No. 11-26.

City Attorney Avallone read Ordinance No. 11-26 for the second time by title only.

Bob Mathen, Senior Planner, outlined a PowerPoint presentation.

Mayor Cleveland opened the public hearing.

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

Motion:
Commissioner Martin moved to adopt Ordinance No. 11-26, which would rezone approximately 5 + acres of land to Conservation for property located on Paige Avenue. Commissioner Perrine seconded the motion. The motion passed by unanimous vote.

10D. Ordinance No. 12-26: Conduct a Second Reading and Public Hearing of an ordinance, which, if adopted , would annex approximately 4.5 + acres of land for property located on Paige Avenue.

A public hearing was conducted for Ordinance No. 12-26.

City Attorney Avallone read Ordinance No. 12-26 for the second time by title only.

Bob Mathen, Senior Planner, outlined a PowerPoint presentation.

Mayor Cleveland opened the public hearing.

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

Motion:
Commissioner Martin moved to adopt Ordinance No. 12-26 which would annex approximately 4.5 + acres of land for property located on Paige Avenue. Commissioner Ashley seconded the motion. The motion passed by unanimous vote.

10E. Ordinance No. 13-26: Conduct a Second Reading and Hearing of an Ordinance, which, if adopted , would approve a Small-Scale Comprehensive Plan amendment changing the Future Land Use to Conservation for property located on Paige Avenue as part of an overall annexation application.

A public hearing was conducted for Ordinance No. 13-26.

City Attorney Avallone read Ordinance No. 13-26 for the second time by title only.

Bob Mathen, Senior Planner, outlined a PowerPoint presentation.

Mayor Cleveland opened the public hearing.

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

Motion:
Commissioner Perrine moved to adopt Ordinance No. 13-26, which would approve a Small-Scale Comprehensive Plan amendment changing the Future Land Use to Conservation for property located on Paige Avenue as part of an overall annexation application. Commissioner Martin seconded the motion. The motion passed by unanimous vote.

10F. Ordinance No. 14-26: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, would rezone approximately 4.5 + acres of land to Conservation for property located on Paige Avenue as part of an overall annexation application.

A public hearing was conducted for Ordinance No. 14-26.

City Attorney Avallone read Ordinance No. 14-26 for the second time by title only.

Bob Mathen, Senior Planner, outlined a PowerPoint presentation.

Mayor Cleveland opened the public hearing.

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

Motion:
Vice Mayor McGuirk moved to adopt Ordinance No. 14-26 which would rezone approximately 4.5 + acres of land to Conservation for property located on Paige Avenue as part of an overall annexation application. Commissioner Ashley seconded the motion. The motion passed by unanimous vote.

10G. Ordinance No. 15-26: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, would annex approximately 2.75 + acres of land located on Doster Drive.

A public hearing was conducted for Ordinance No. 15-26.

City Attorney Avallone read Ordinance No. 15-26 for the second time by title only.

Bob Mathen, Senior Planner, outlined a PowerPoint presentation.

Mayor Cleveland opened the public hearing.

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

Motion:
Commissioner Ashley moved to adopt Ordinance No. 15-26 which would annex approximately 2.75 + acres of land located on Doster Drive. Commissioner Perrine seconded the motion. The motion passed by unanimous vote.

10H. Ordinance No. 16-26: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, would approve a Small-Scale Comprehensive Plan amendment changing the Future Land Use to Conservation for property located on Doster Drive as part of an overall annexation application.

A public hearing was conducted for Ordinance No. 16-26.

City Attorney Avallone read Ordinance No. 16-26 for the second time by title only.

Bob Mathen, Senior Planner, outlined a PowerPoint presentation.

Mayor Cleveland opened the public hearing.

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

Motion:
Commissioner Ashley moved to adopt Ordinance No. 16-26 which would approve a Small-Scale Comprehensive Plan amendment changing the Future Land Use to Conservation for property located on Doster Drive as part of an overall annexation application. Commissioner Perrine seconded the motion. The motion passed by unanimous vote.

10I. Ordinance No. 17-26: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, would rezone approximately 2.75 + acres of land to City Conservation located on Doster Drive as part of an overall annexation application.

A public hearing was conducted for Ordinance No. 17-26.

City Attorney Avallone read Ordinance No. 17-26 for the second time by title only.

Bob Mathen, Senior Planner, outlined a PowerPoint presentation.

Mayor Cleveland opened the public hearing.

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

Motion:
Commissioner Martin moved to adopt Ordinance No. 17-26 which would rezone approximately 2.75 + acres of land to City Conservation located on Doster Drive as part of an overall annexation application. Commissioner Ashley seconded the motion. The motion passed by unanimous vote.

10J. Ordinance No. 18-26: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, would amend section 1007.00 Subdivision Plat Process.

A public hearing was conducted for Ordinance No. 18-26.

City Attorney Avallone read Ordinance No. 18-26 for the second time by title only.

Bob Mathen, Senior Planner, outlined a PowerPoint presentation.

Mayor Cleveland opened the public hearing.

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

Motion:
Commissioner Ashley moved to adopt Ordinance No. 18-26 which would amend section 1007.00 Subdivision Plat Process with the stipulation to remove "professional land surveyors" from 1008.00. Commissioner Perrine seconded the motion. The motion passed by unanimous vote.

10K. Ordinance No. 19-26: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, would establish Section 70-6. Sleeping.

A public hearing was conducted for Ordinance No. 19-26.

City Attorney Avallone read Ordinance No. 19-26 for the second time by title only.

Bob Mathen, Senior Planner, outlined a PowerPoint presentation.

Mayor Cleveland opened the public hearing.

Keith Abel, 1224 Commodore Drive, commented in appreciation for assisting the unhoused and finding good solutions and underscored the importance of being proactive.

Mayor Cleveland closed the public hearing.

Motion:
Commissioner Martin moved to adopt Ordinance No. 19-26 which would establish Section 70-6. Sleeping. Commissioner Perrine seconded the motion. The motion passed by unanimous vote.

11. ORDINANCES FIRST READINGS

11A. Ordinance No. 76-25: Conduct a First Reading of an Ordinance, which, if adopted, upon Second Reading and Public Hearing would create a definition and process for reviewing an application for a Certified Recovery Residence as required under Senate Bill 954.

City Attorney Avallone read Ordinance No. 76-25 for the first time by title only. She announced that second reading and public hearing was scheduled for Tuesday, February 24, 2026.

11B. Ordinance No. 20-26: Conduct a First Reading of an Ordinance, which, if adopted, upon Second Reading and Public Hearing, would vacate a portion of Citron Street, north of the SR 44 overpass.

City Attorney Avallone read Ordinance No. 20-26 for the first time by title only. She announced that second reading and public hearing was scheduled for Tuesday, February 24, 2026.

11C. Ordinance No. 21-26: Conduct a First Reading of an Ordinance, which, if adopted, upon Second Reading and Public Hearing, would vacate a portion of Buck Lane for the future expansion of Fire Station #50.

City Attorney Avallone read Ordinance No. 21-26 for the first time by title only. She announced that second reading and public hearing was scheduled for Tuesday, February 24, 2026.

12. BOARDS AND COMMISSIONS

12A Board Vacancy Notice: Utilities Commission

12B. Board Vacancy Notice: The Code Compliance Board currently has three (3) unfilled three-year term length vacancy, which will expire on March 4, 2026.

13. MAYOR AND COMMISSIONER COMMENTS

Vice Mayor McGuirk commented on First Step Shelter Gala and the Upward Trend fundraisers.

Commissioner Perrine spoke about the Turnbull Creek conservation efforts and gave an overview of the support and services provided by First Step shelter. She shared updated figures and noted the recent shelter fundraiser was a great success, expressed gratitude to all supporters.

Commissioner Martin provided remarks regarding the acquisition of conservation easements on the Turnbull Bay property in perpetuity.

Commissioner Ashley attended the Mayors Gala First Step Shelter, met Samantha Bergeron regarding SR 44, and joined Debbie Miehls at a city chamber lunch. He also toured Upward Trend Academy, met Mark Watts from Cobb Cole about South Village, and noted the upcoming Pro-Am Surf Festival on April 9th.

Mayor Cleveland commented on the Southeast Volusia Chamber of Commerce calendar event to create one citywide calendar, the students who attend the Upward Trend Academy, and the State of the City hosted by the Southeast Volusia Chamber of Commerce. Additionally, he provided a brief summary of his trip to Tallahassee Days meeting with legislators.

14. CITY CLERK'S REPORT

15. CITY ATTORNEY'S REPORT

15A. Proposed Legislative Bill Summaries as of February 3, 2026.

City Attorney Avallone provided an overview of the Senate Bill in the Legislative Session.

16. ADJOURNMENT

As there was no further business to discuss, Mayor Cleveland adjourned the meeting at 7:05 PM.

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

CONSIDER THE APPROVAL OF A DOCK EASEMENT AGREEMENT TO REPLACE AN EXISTING SINGLE-FAMILY RESIDENTIAL DOCK ALONG THE EAST SIDE OF NORTH RIVERSIDE DRIVE ACROSS FROM PROPERTY ADDRESSED AT 500 NORTH RIVERSIDE DRIVE.

February 24, 2026

Background:

Applicant and Property Owner: Mindy B. and Neal A. Weber, 500 North Riverside Drive, New Smyrna Beach, Florida 32168.

Request: A dock easement agreement to allow for a single-family standard residential dock located along the east side of North Riverside Drive across from property addressed as 500 North Riverside Drive. See the attached location map and aerial map as **Exhibits A** & **B**.

Parcel Number: 7441-30-06-0080

Exhibits used in this report:

Exhibit A: Location Map
Exhibit B: Aerial Map
Exhibit C: Survey
Exhibit D: Dock Plans
Exhibit E: Signed Dock Easement Agreement

Findings:

The upland property that is located between the paved right-of-way and the Indian River along North Riverside Drive is claimed by the City of New Smyrna Beach as a dedicated right-of-way, including all riparian rights and littoral rights per the Chas Dougherty Subdivision Plat of 1883.

A survey of the property is attached as **Exhibit C**. The proposed dock plan is attached as **Exhibit D**. For property owners that border the west side of North Riverside Drive that wish to install a single-family dock, the City requires an approved Dock Easement Agreement. See **Exhibit E**.

This agreement is required for property owners to install or renovate a single-family dock and conveys the property owner certain easements, including riparian rights to obtain a

sovereignty submerged land lease from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida or a single-family dock permit from the Florida Department of Environmental Protection.

The property owner, if this agreement is approved by the City Commission, will have to obtain a building permit from the City Building Department and any other permits required by the Florida Department of Environmental Protection, U.S. Army Corps of Engineers, and Volusia County Manatee Protection Department. The City Building Department will verify via the permit process, that the proposed dock will meet the Land Development Regulations, Section 803.04, the Florida Building Code as adopted, and the National Electric Code as adopted.

Recommendation:

The Planning Department recommends the City Commission to **approve** the proposed Dock Easement Agreement.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Survey.pdf
Exhibit D Dock Plans.pdf
Exhibit E Dock Easement Agreement.pdf

DP-01-2026: 500 N. RIVERSIDE DRIVE
PARCEL: 7441-30-06-0080 LOCATION MAP



DP-01-2026: 500 N. RIVERSIDE DRIVE
PARCEL: 7441-30-06-0080 AERIAL MAP



NORTH RIVERSIDE DR

INDIAN RIVER

N 66°04'35" E (M)

77.69' (M)

FLOOD ZONE AE
EL 8

N 50°58'13" E (M)

RIPARIAN LINE

34.4

90°00'

CBRS AREA
12/21/2018
FLOOD ZONE AE
EL 8

34

DOCK TO BE
IN APPROX SAME
LOCATION AS
EXISTING

N 39°33'57" W (M)

99.84' (M)

99.94' (CR)

100.09' (RC)

100' (P)

HILLSBORO ST NO WIDTH (P)

6" CONC CURB

ASPHALT PAVEMENT

GRASS

COQUINA ROCK HEADWALL

CONC WALK

4' METAL FENCE

OHE

FAVERS

ORANGE

FD 5/8" IR
BENT (CR)
N 86°26'42" W
3.63'
WITNESS

5' CONC WALK

RAW

FD 1/2" IRC
LB 7463
S 35°31'57" W
1.06'

FD 2" IP

N 66°17'05" E (M)

76.80' (M)

50.00' (M)

RIPARIAN LINE

N 50°58'13" E (M)

N

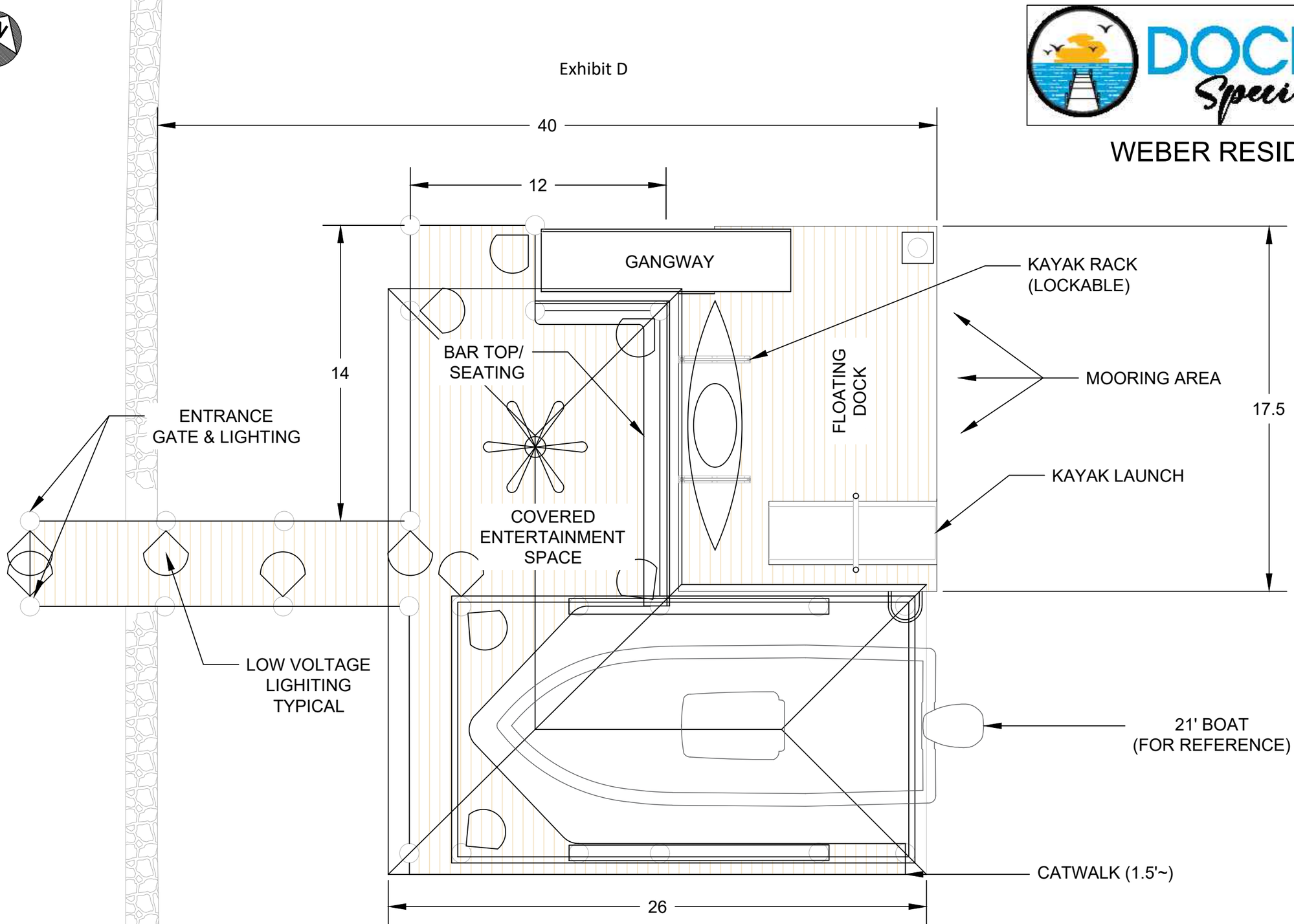
DOCKSIDE Specialties

WEBER RESIDENCE

Exhibit D

DOCKSIDE Specialties

WEBER RESIDENCE



DOCK EASEMENT AGREEMENT

THIS DOCK EASEMENT AGREEMENT is made as of the date set forth below by and between the City of New Smyrna Beach, a Florida municipal corporation (hereinafter "City"), and Neal and Mindy Weber and the successors and assigns in title (hereinafter "Grantee") for the following uses and purposes.

RECITALS:

WHEREAS, the City of New Smyrna Beach was dedicated rights inuring to the public in that certain tract or parcel referenced and known as the Riverside Drive right-of-way, including all riparian and littoral rights attaching thereto, which constitutes all upland real property between the eastern boundary of Grantee's property described in Exhibit "A" (and which is the western boundary of the Riverside Drive right-of-way) and the western shore off the Indian River (hereinafter referred to as the "Property"); and

WHEREAS, Grantee desires to obtain, and City has agreed to convey, certain easements, including riparian rights, to allow Grantee to obtain a sovereignty submerged land lease from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Board of Trustees") for a single family dock permit from the Florida Department of Environmental Protection ("FDEP"), as applicable, and to construct, reconstruct, maintain and use a dock facility attaching to the upland at the west shore of the Indian River; and

WHEREAS, the City may in its discretion permit private encroachments in a right-of-way which are not in denigration of public usage; and

WHEREAS, it has been and will be necessary and convenient to protect and preserve the uplands of both the City right-of-way and the Grantee's property at Exhibit "A" from erosion and other damage by armoring with a bulkhead, rip rap or other form of stabilization; and

WHEREAS, the City is willing to grant this easement for incidental private use of public property in exchange for appropriate protection of the public interest and sufficient contribution of the Grantee to expenses incurred in the improvements and maintenance of the Riverside Drive right-of-way.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration the receipt, adequacy, and sufficiency of which are hereby acknowledged, the City and Grantee hereby covenant and agree as follows:

1. **Recitals:** The recitals set forth above are true and correct, and shall constitute and be construed as an integral part of this Easement Agreement and not merely as recitals hereto.

2. **Grant of Easements:** Grantor hereby grants and conveys to Grantee, following easements (hereinafter the "Easements") over, upon and across the Property:

a. A non-exclusive easement for ingress, egress, and utilities, and including riparian rights, upon, over and across the Property for the purpose of allowing Grantee to construct, reconstruct, maintain, and use a dock structure extending eastward from the west bank of the Indian River using the riparian and littoral right attaching thereto in a location easterly of the Grantee's property located west of Riverside Drive as described on Exhibit "A".

b. Grantee agrees that the dock shall be located, built and maintained in accordance with the survey and plans attached hereto as Exhibit "B." No modifications shall be made without prior amendment to the Easement.

c. Grantee agrees to not interfere or restrict public use of the Property including the riparian and littoral rights attaching thereto lying easterly of the property described in Exhibit "A," except that Grantee may prohibit the public from accessing or using the dock described in Exhibit "B."

d. Grantee agrees to maintain the grounds east of Riverside Drive and any existing bulkhead, rip rap or other form of stabilization. Grantee agrees to pay any construction, reconstruction and maintenance expenses for a bulkhead, rip rap or other form of stabilization. Grantee agrees to the City specially assessing and/or liening the property described in Exhibit "A" for such expense in accordance with law.

3. **Purpose of Easements.** The easements granted hereby are for the express purpose of providing Grantee with the necessary riparian rights to the uplands and necessary rights for ingress, egress, utilities, and parking, for the purpose of allowing Grantee to construct, reconstruct, maintain and use a dock facility.

4. **Permit Requirements Acknowledged.** The City and Grantee acknowledge that federal, state, county and City laws and regulations may govern the construction and maintenance of docks and shoreline stabilization and permits may be required. The Grantee agrees to comply with all requirements of law and to obtain all necessary permits prior to and construction or reconstruction of docks or shoreline stabilization.

5. **Maintenance, Repair, and Improvements.** Grantee shall, at its sole cost and expense, timely perform all maintenance, repair, and replacement of the dock facility and at all times maintain the dock facility in a safe, sound and kempt condition.

6. **Covenants Running with the Land.** The easements granted and reserved herein shall be deemed to be covenants appurtenant to and running with the ownership of the Property, or any portion thereof.

7. **Indemnification and Hold Harmless.** Grantee shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City, its successors, assigns, employees, officers, attorneys, and agents (collectively "Indemnified Parties") from and against all claims, losses, damages, personal injuries, (including but not limited to death) or

liability (including reasonable attorney's fees to any and all administrative, trial and appellant proceedings), direct or indirectly arising from, out of, or caused by Grantee, its officers, employees, agents, or contractors, negligent or intentional acts, errors, omissions in the construction, repair and maintenance of the dock facility. The indemnification provided herein shall obligate Grantee to defend, at its expense, or to provide for such defense the option of the City, as the case may be, of any and all claims of liability and all suits and action of every name and description that may be brought against any Indemnified Party arising from or in any way related to this Easement Agreement. In all events the City shall be permitted to choose legal counsel of its sole choice. The fees for which shall be subject to and included with the Indemnification provided herein, as long as said fees are reasonable by local standards.

8. **Term of Easement.** This Easement shall be for a term of 20 years. The City may cancel the Easement during the term of the Easement after notice and hearing before the City Commission upon a finding that the dock unreasonably interferes with public use of the Riverside Drive right-of-way and the riparian and littoral rights attached thereto. Additional terms may extend this easement upon the agreement of the parties.

9. **Termination of Easements.** Grantor shall have the right to terminate the Easements at any time, at the option of Grantor, upon and subject to the earlier of the termination, or natural expiration, of the sovereignty submerged land lease or FDEP permit required for the operation of the dock facility, without any replacement or renewal thereof.

10. **Taxes.** Grantee shall pay all ad valorem taxes and assessments, if any, levied or assessed by any lawful authority against the Easement Property before the same become delinquent, and shall pay all tangible personal property taxes, if any on the dock facility or any other property or equipment owned by Grantee.

11. **General.** All rights, powers and privileges herein reserved and given to either party shall inure to the benefit of and be held by the respective successors, heirs, and assigns of the parties hereto, and likewise, all liabilities and obligations imposed upon each shall be binding upon the respective successors, heirs and assigns of the parties, hereto.

12. **Venue and Choice of Law.** This Easement Agreement shall be construed and interpreted in accordance with the laws of the state of Florida. In the event any litigation to enforce or interpret this Agreement, the parties hereto do hereby agree that the exclusive forum thereof shall be the Circuit Court of Volusia County, Florida.

13. **Partial Invalidity.** The provisions of this Easement Agreement are intended to be independent, and in the event any provision hereof shall be declared by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the remainder of this Easement Agreement.

14. **Headings.** The paragraph headings are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope or content of this Easement Agreement or any provision hereof.

15. **Merger.** No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in this agreement.

16. **Statute of Frauds.** No modification or change of this Easement Agreement shall be valid or binding upon the parties unless in writing, executed by the parties to be bound thereby.

17. **Assignment.** This Easement Agreement shall be binding upon and incur to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, City and Grantee have executed this Easement Agreement effective as of this_____day of_____, 2026.

CITY OF NEW SMYRNA BEACH,
A Florida Municipal Corporation

By:

_____

Mayor

Attest:

_____
City Clerk

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization the _____ day of _____, 2025, by Fred E. Cleveland, and Sharon Taylor-Harding, as Mayor and City Clerk, respectively, of the City of New Smyrna Beach, a Florida Municipal Corporation, on behalf of the City of New Smyrna Beach. They are personally known to me OR produced as identification _____ and did not take an oath.

Notary Public, State of Florida

Type or Print Name: _____

Commission No. _____

My Commission Expires: _____

GRANTEE

Neal Weber

Witnesses:

Printed Name: John Baker

Printed Name: Robert Mathes

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [__] online notarization this 21st day of January, 2026, by **Neal Weber** (Property Owner Name (s), as owner of the property located at **500 N Riverside Drive**, (property Address). He/she is personally known to me OR produced as identification FLDL and did not take an oath.

STEPHANIE FERRARA
Commission # HH 505512
Expires May 2, 2028

Notary Public, State of Florida

Type or Print Name: Stephanie Ferrara

Commission No. HH 505512

My Commission Expires: May 2, 2028

GRANTEE

Mindy Weber

Witnesses:

Printed Name: John Baker

Printed Name: Robert Mathon

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this 21st day of January, 2026, by **Mindy Weber** (Property Owner Name (s), as owner of the property located at **500 N Riverside Drive**, (property Address). He/she is personally known to me OR produced as identification FLDL and did not take an oath.

STEPHANIE FERRARA
Commission # HH 505512
Expires May 2, 2028

Notary Public, State of Florida

Type or Print Name: Stephanie Ferrara

Commission No. # HH 505512

My Commission Expires: May 2, 2028

Approved as to form and correctness.

City Attorney

Date:

Exhibit A

LEGAL DESCRIPTION

Address:

500 North Riverside Drive, New Smyrna Beach, Florida 32168

Parcel Number:

7441-30-06-0080

AltKey:

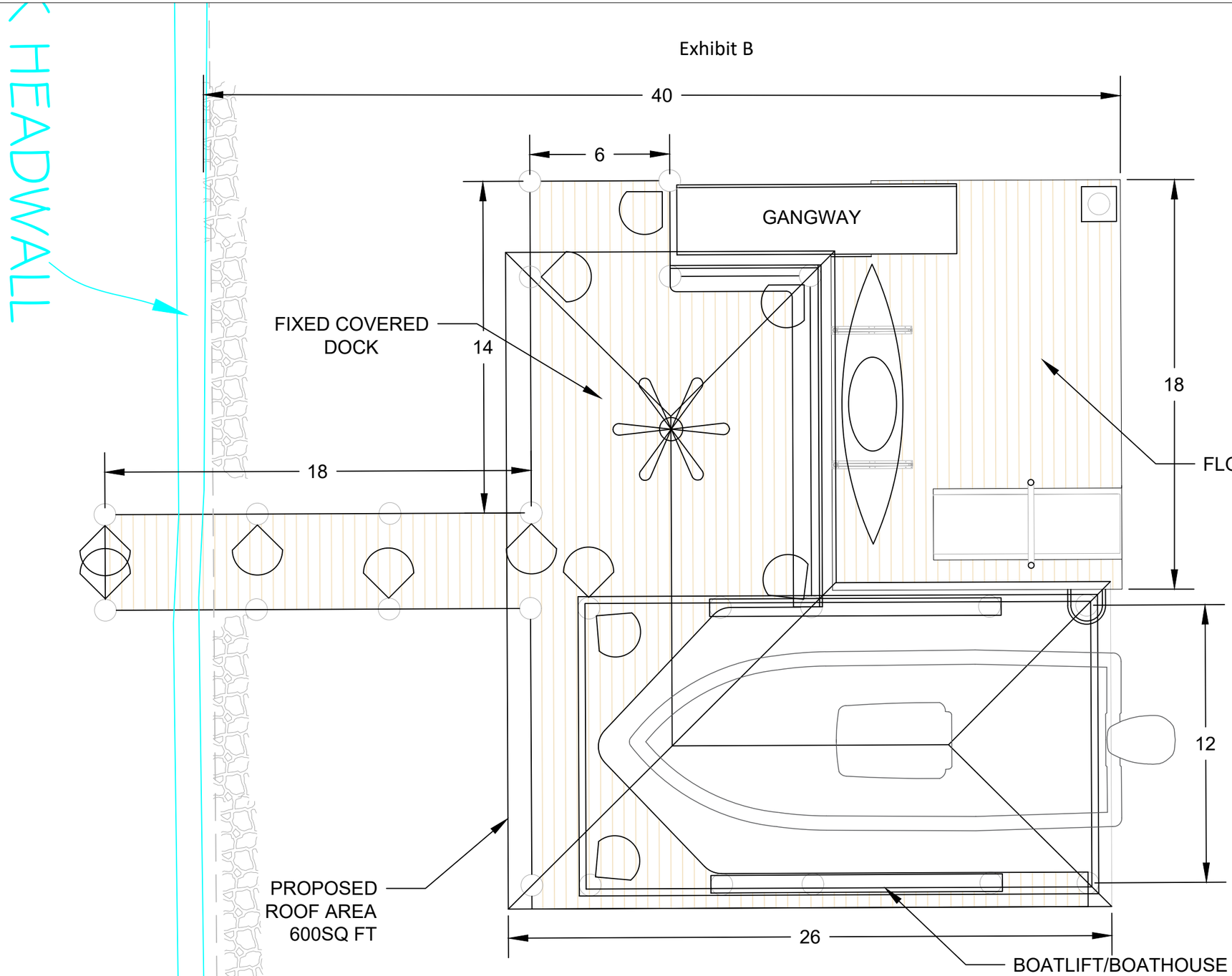
3877641

Legal Description by Meets and Bounds by Wright & Casey P.A.:

Lot 8, except the west 100 feet thereof, Block 6, Doughert's Subdivision in New Smyrna Beach, Florida, according to the plats in Deed Book L and M, Pages 538 and 701 respectfully Public Records of Volusia County, Florida.

Exhibit B

NOTES:
DOCK TO MEET ALL NORMAL ORDINANCES AND AREAS
TOTAL SQ FT 1000
TOTAL ROOF AREA 600 (Single Slip but wanted some covered deck area)
HEIGHT OF ROOF 15FT ABOVE MHW
DECK TO BE 5FT ABOVE MHW



DOCKSIDE Specialties

WEBER RESIDENCE

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

CONSIDER THE APPROVAL OF A DOCK EASEMENT AGREEMENT TO ALLOW FOR A FLOATING DOCK TO BE ATTACHED TO AN EXISTING SINGLE-FAMILY RESIDENTIAL DOCK AND INSTALL A PAVER WALKWAY FROM THE PAVED ROAD TO THE EXISTING DOCK ALONG THE EAST SIDE OF NORTH RIVERSIDE DRIVE ACROSS FROM PROPERTY ADDRESSED AT 504 NORTH RIVERSIDE DRIVE.

February 24, 2026

Background:

Applicant and Property Owner: Mark and Browder Leedy, 504 North Riverside Drive, New Smyrna Beach, Florida 32168.

Request: A dock easement agreement to allow for a floating dock to an existing single-family standard residential dock and install a paver walkway from the road to the dock, located along the east side of North Riverside Drive across from property addressed as 504 North Riverside Drive. See the attached location map and aerial map as **Exhibits A** & **B**.

Parcel Number: 7441-30-06-0070

Exhibits used in this report:

Exhibit A: Location Map
Exhibit B: Aerial Map
Exhibit C: Survey
Exhibit D: Dock Plans
Exhibit E: Signed Dock Easement Agreement

Findings:

The upland property that is located between the paved right-of-way and the Indian River along North Riverside Drive is claimed by the City of New Smyrna Beach as a dedicated right-of-way, including all riparian rights and littoral rights per the Chas Dougherty Subdivision Plat of 1883.

The current single-family standard dock structure was approved by the City of New Smyrna Beach prior to the requirement of a dock easement agreement. A survey of the property is attached as **Exhibit C**. The proposed floating dock is attached as **Exhibit D**. For property owners that border the west side of North Riverside Drive that wish to install a single-family dock, the City requires an approved Dock Easement Agreement. See **Exhibit**

E. Per the definition of a walkway in Section 201.00 of the City Land Development Code, the walkway shall be 5-feet in width or less.

This agreement is required for property owners to install or renovate a single-family dock and conveys the property owner certain easements, including riparian rights to obtain a sovereignty submerged land lease from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida or a single-family dock permit from the Florida Department of Environmental Protection.

The property owner, if this agreement is approved by the City Commission, will have to obtain a building permit from the City Building Department and any other permits required by the Florida Department of Environmental Protection, U.S. Army Corps of Engineers, and Volusia County Manatee Protection Department. The City Building Department will verify via the permit process, that the proposed dock will meet the Land Development Regulations, Section 803.04, the Florida Building Code as adopted, and the National Electric Code as adopted.

Recommendation:

The Planning Department recommends the City Commission **approve** the proposed Dock Easement Agreement.

Fiscal Analysis:
N/A

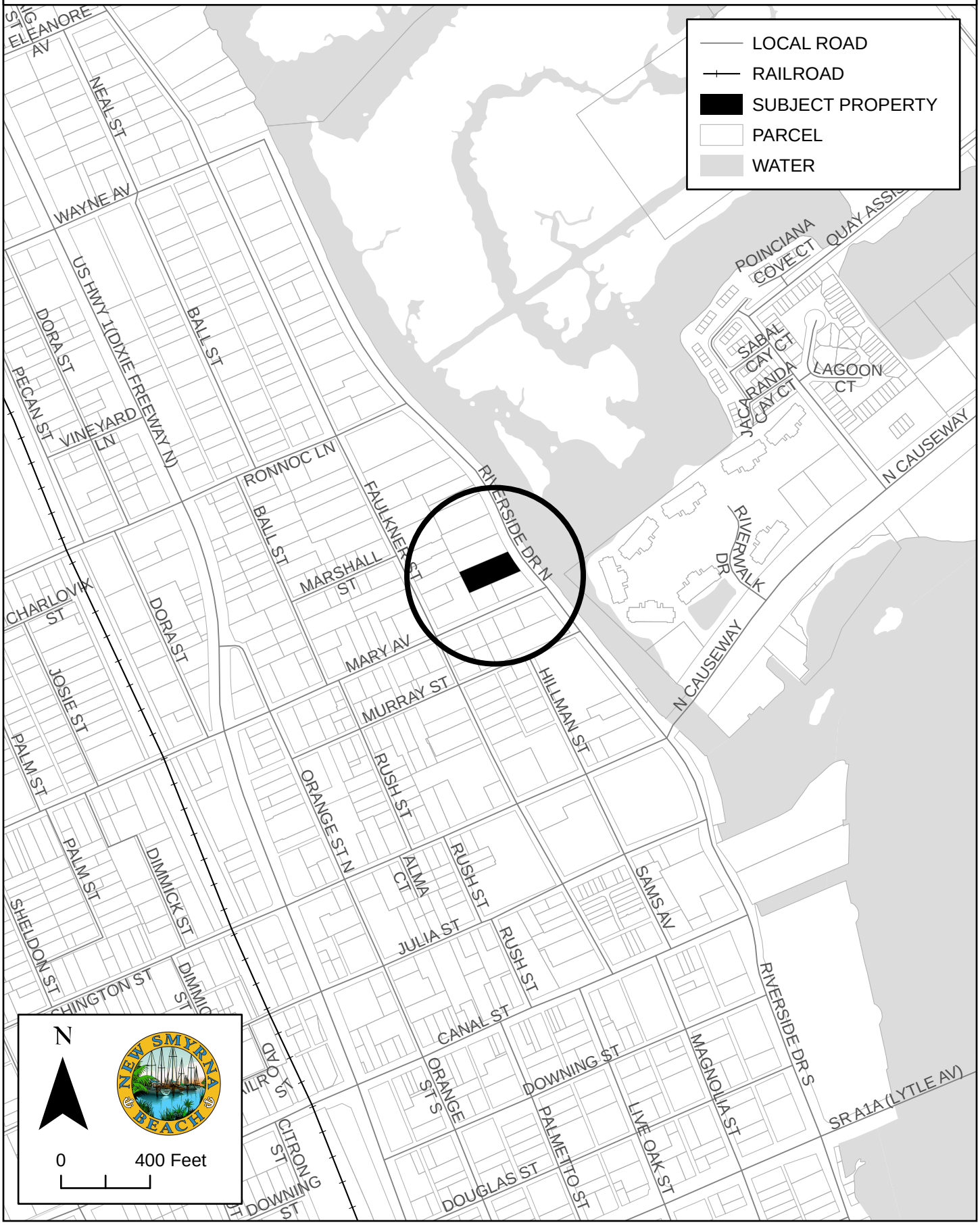
Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Survey.pdf
Exhibit D Dock Plan.pdf
Exhibit E Dock Easement Agreement.pdf

DP-03-2026: 504 N. RIVERSIDE DRIVE
PARCEL: 7441-30-06-0070 LOCATION MAP



DP-03-2026: 504 N. RIVERSIDE DRIVE
PARCEL: 7441-30-06-0070 AERIAL MAP



Exhibit C

LEGAL DESCRIPTION: LOT 7, BLOCK 6, MAP OF PROPERTY BELONGING TO CHAS DOUGHERTY, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN DEED BOOK L, PAGE 538, AND MAP BOOK 12, PAGES 125 AND 126, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

504 NORTH RIVERSIDE DRIVE
NEW SMYRNA BEACH, FL.

FIDELITY NATIONAL TITLE GROUP

Long Surveying, Inc.
"Specializing in Residential Surveying"
LB No. 7371
1061 S. Sun Dr. Ste. #1113
Lake Mary, FL 32746
Office 407-330-9717 or 407-330-9716
Fax 407-330-9775
www.longsurveying.com

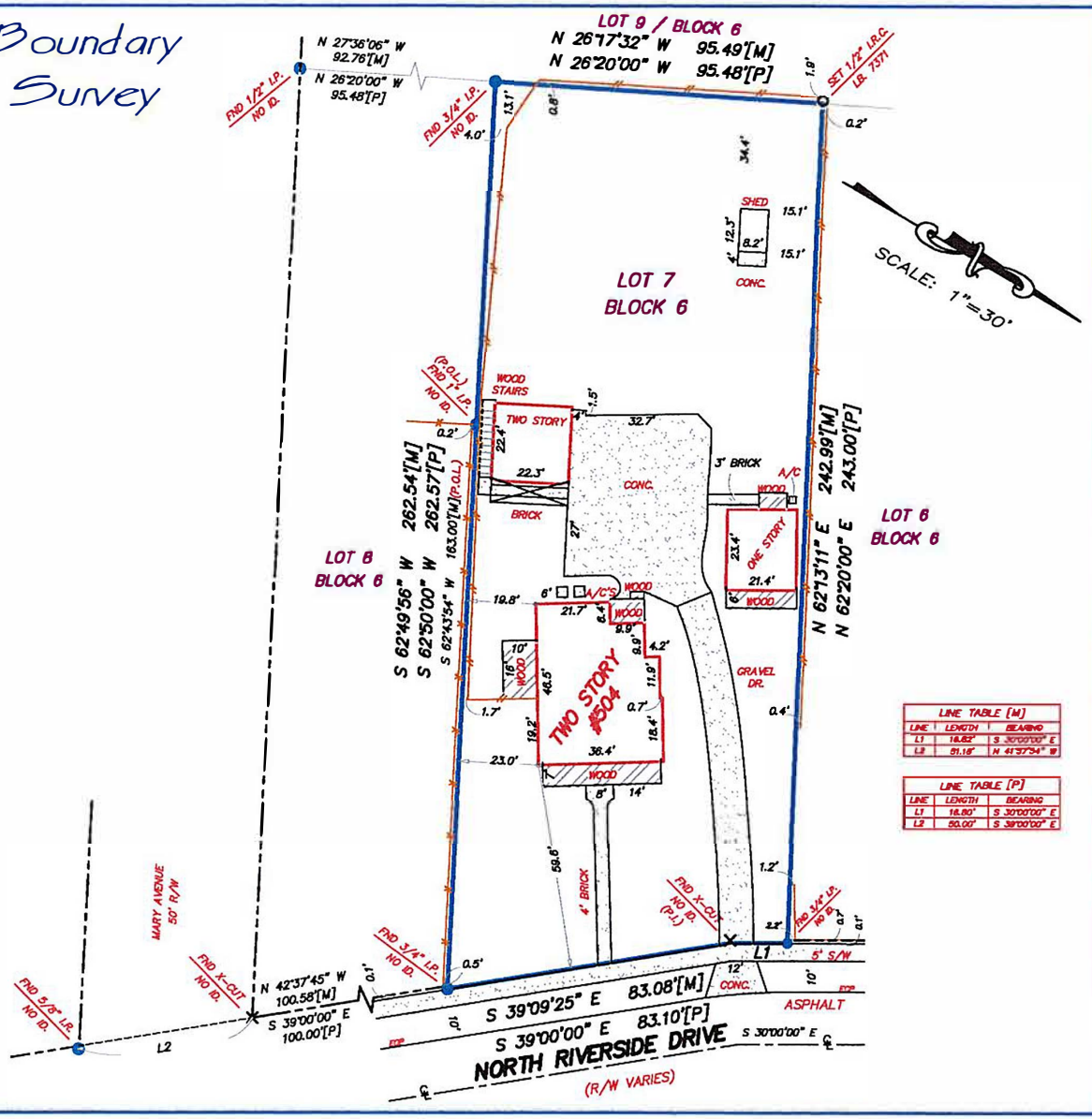
DRAWN BY:	CHECKED BY:
KZR AK	BRETT

CERTIFIED TO:
SCOTT JOHNSON AND LISA PITCHFORD JOHNSON
FIDELITY NATIONAL TITLE OF FLORIDA
FIDELITY NATIONAL TITLE INSURANCE COMPANY
MERS, SOLELY AS NOMINEE FOR TD BANK, N.A., ISAOA/ATIMA

COMMUNITY NO: 125132
PANEL: 0543 SUFFIX: J
F.I.R.M. DATE: 9/29/17
FLOOD ZONE: X

SURVEY NO.: 122977
FIELD DATE: 02/22/22

Boundary Survey



LINE TABLE [M]		
LINE	LENGTH	BEARING
L1	14.82'	S 30°00'00" E
L2	51.16'	N 41°37'34" W

LINE TABLE [P]		
LINE	LENGTH	BEARING
L1	16.80'	S 30°00'00" E
L2	50.00'	S 39°00'00" E

A/C - AIR CONDITIONER
A.E. - ALLEY EASEMENT
B.C. - BLOCK CORNER
BLK - BLOCK
C.B. - CONCRETE BLOCK
C.B.S. - CONCRETE BLOCK STRUCTURE
C.M. - CONCRETE MONUMENT
CONC. - CONCRETE
D - DEED
D.E. - DRAINAGE EASEMENT
E.O.P. - EDGE OF PAVEMENT
F.C.C. - FOUND CROSS CUT
F.F.E. - FINISHED FLOOR ELEVATION
FND - FOUND
ID. - IDENTIFICATION
I.P. - IRON PIPE
I.R. - IRON ROD
I.R.C. - IRON ROD & CAP
L - ARC LENGTH
L.B. - LAND SURVEYING BUSINESS
L.S. - LAND SURVEYOR
L.E. - LANDSCAPE EASEMENT
M - MEASURED
M.E. - MAINTENANCE EASEMENT
N&D - NAIL AND DISK
P - PLAT
P.E. - PEDESTRIAN EASEMENT
P.C. - POINT OF CURVATURE
P.C.C. - POINT OF COMPOUND CURVATURE
P.C.P. - PERMANENT CONTROL POINT
P.L. - PROPERTY LINE
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT
P.O.L. - POINT ON LINE
P.R.C. - POINT OF REVERSE CURVE
P.R.M. - PERMANENT REFERENCE MONUMENT
P.D.A.E. - PRIVATE DRAINAGE AND ALLEY EASEMENT
PK NAIL - PARKER-KALON COMPANY NAIL
P.T. - POINT OF TANGENT
R - RADIUS
R.P. - RADIAL POINT
R/W - RIGHT OF WAY
S/W - SIDEWALK
U.E. - UTILITY EASEMENT
W.F.S. - WOOD FRAME STRUCTURE

RIGHT-OF-WAY LINE
CENTERLINE
BARB WIRE FENCE
WOOD FENCE
CHAIN LINK FENCE
PLASTIC FENCE

BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF NORTH RIVERSIDE DRIVE BEING S 30°00'00" E ASSUMED

NOTES:
1) This survey is based on the legal description as provided by the Client
2) This Surveyor has not abstracted the land shown hereon for easements, rights of way or restrictions of record which may affect the title or use of the land
3) Do not reconstruct property lines from building ties
4) No footing or overhangs have been located except as shown
5) No improvements or utilities have been located except as shown
6) Not valid without a signature and the authenticated electronic seal or the original raised seal of a Florida licensed Surveyor and Mapper

OFFICE #407-330-9717

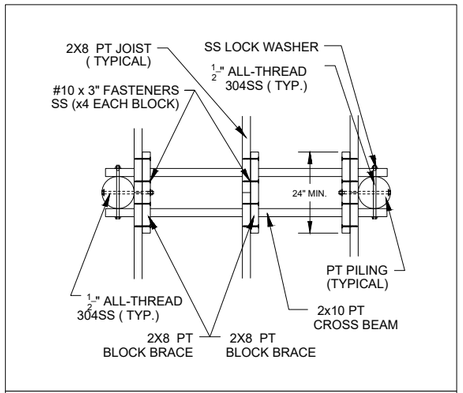
Certification: I certify that this survey was made under my direction and that it meets the minimum technical standards set forth by the Board of Professional Land Surveyors and Mappers in Chapter 5J-17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

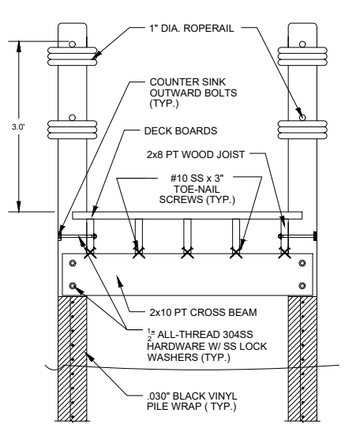
LOUIS RAMIREZ CERTIFICATE NO. 6304 STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR & MAPPER

LOUIS RAMIREZ L.S. NO. 6304

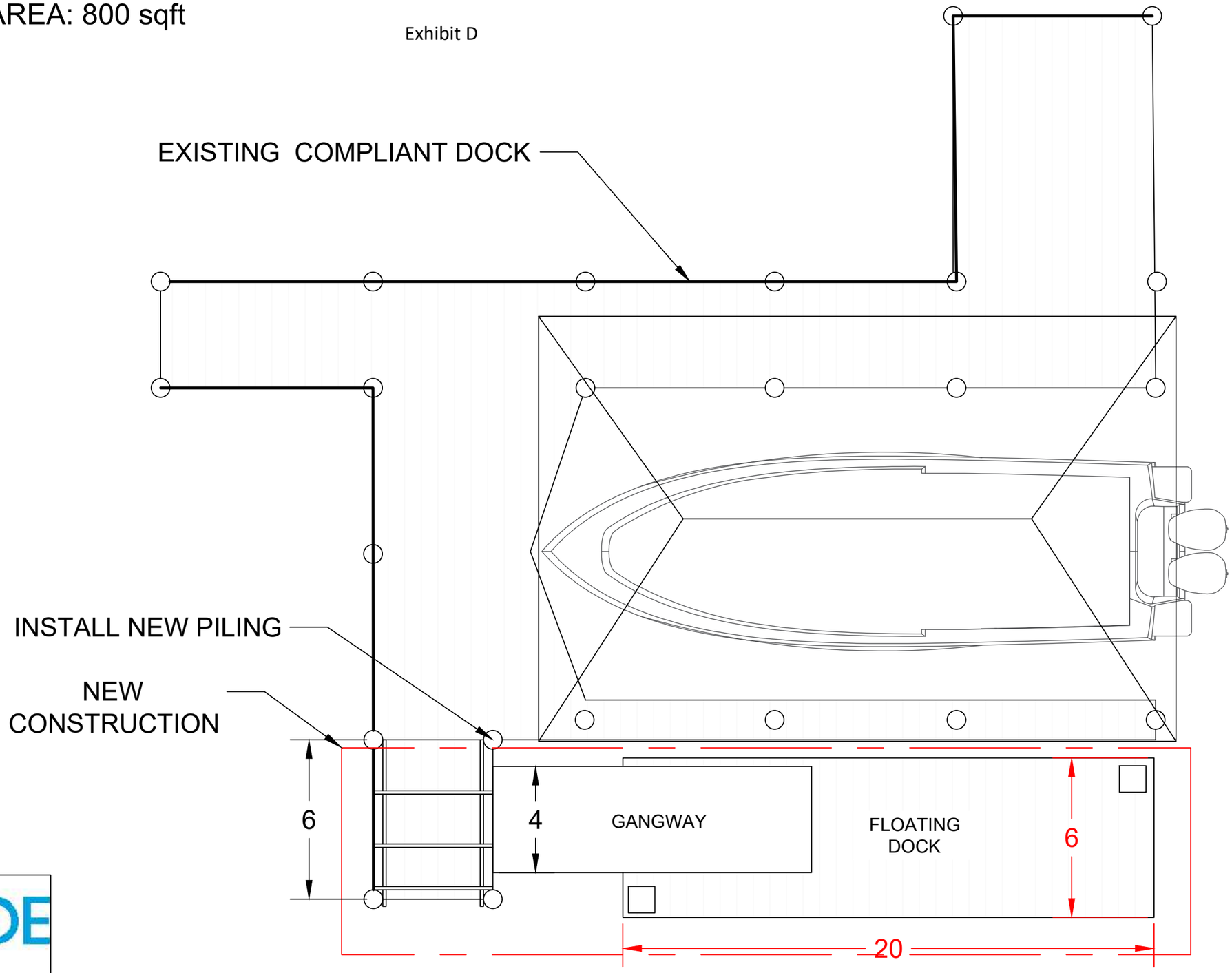
FINISHED NEW DOCK AREA: 800 sqft
NEW PILINGS: 1

Exhibit D





TYP DETAIL DRAWING



DOCKSIDE Specialties

Mark Leey CONCEPT

DOCK EASEMENT AGREEMENT

THIS DOCK EASEMENT AGREEMENT is made as of the date set forth below by and between the City of New Smyrna Beach, a Florida municipal corporation (hereinafter "City"), and Mark and Browder Leedy, and the successors and assigns in title (hereinafter "Grantee") for the following uses and purposes.

RECITALS:

WHEREAS, the City of New Smyrna Beach was dedicated rights inuring to the public in that certain tract or parcel referenced and known as the Riverside Drive right-of-way, including all riparian and littoral rights attaching thereto, which constitutes all upland real property between the eastern boundary of Grantee's property described in Exhibit "A" (and which is the western boundary of the Riverside Drive right-of-way) and the western shore off the Indian River (hereinafter referred to as the "Property"); and

WHEREAS, Grantee desires to obtain, and City has agreed to convey, certain easements, including riparian rights, to allow Grantee to obtain a sovereignty submerged land lease from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Board of Trustees") for a single family dock permit from the Florida Department of Environmental Protection ("FDEP"), as applicable, and to construct, reconstruct, maintain and use a dock facility attaching to the upland at the west shore of the Indian River; and

WHEREAS, the City may in its discretion permit private encroachments in a right-of-way which are not in denigration of public usage; and

WHEREAS, it has been and will be necessary and convenient to protect and preserve the uplands of both the City right-of-way and the Grantee's property at Exhibit "A" from erosion and other damage by armoring with a bulkhead, rip rap or other form of stabilization; and

WHEREAS, the City is willing to grant this easement for incidental private use of public property in exchange for appropriate protection of the public interest and sufficient contribution of the Grantee to expenses incurred in the improvements and maintenance of the Riverside Drive right-of-way.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration the receipt, adequacy, and sufficiency of which are hereby acknowledged, the City and Grantee hereby covenant and agree as follows:

1. **Recitals:** The recitals set forth above are true and correct, and shall constitute and be construed as an integral part of this Easement Agreement and not merely as recitals hereto.

2. **Grant of Easements:** Grantor hereby grants and conveys to Grantee, following easements (hereinafter the "Easements") over, upon and across the Property:

a. A non-exclusive easement for ingress, egress, and utilities, and including riparian rights, upon, over and across the Property for the purpose of allowing Grantee to construct, reconstruct, maintain, and use a dock structure extending eastward from the west bank of the Indian River using the riparian and littoral right attaching thereto in a location easterly of the Grantee's property located west of Riverside Drive as described on Exhibit "A".

b. Grantee agrees that the dock shall be located, built and maintained in accordance with the survey and plans attached hereto as Exhibit "B." No modifications shall be made without prior amendment to the Easement.

c. Grantee agrees to not interfere or restrict public use of the Property including the riparian and littoral rights attaching thereto lying easterly of the property described in Exhibit "A," except that Grantee may prohibit the public from accessing or using the dock described in Exhibit "B."

d. Grantee agrees to maintain the grounds east of Riverside Drive and any existing bulkhead, rip rap or other form of stabilization. Grantee agrees to pay any construction, reconstruction and maintenance expense for a bulkhead, rip rap or other form of stabilization. Grantee agrees to the City specially assessing and/or liening the property described in Exhibit "A" for such expense in accordance with law.

3. **Purpose of Easements.** The easements granted hereby are for the express purpose of providing Grantee with the necessary riparian rights to the uplands and necessary rights for ingress, egress, utilities, and parking, for the purpose of allowing Grantee to construct, reconstruct, maintain and use a dock facility.

4. **Permit Requirements Acknowledged.** The City and Grantee acknowledge that federal, state, county and City laws and regulations may govern the construction and maintenance of docks and shoreline stabilization and permits may be required. The Grantee agrees to comply with all requirements of law and to obtain all necessary permits prior to and construction or reconstruction of docks or shoreline stabilization.

5. **Maintenance, Repair, and Improvements.** Grantee shall, at its sole cost and expense, timely perform all maintenance, repair, and replacement of the dock facility and at all times maintain the dock facility in a safe, sound and kempt condition.

6. **Covenants Running with the Land.** The easements granted and reserved herein shall be deemed to be covenants appurtenant to and running with the ownership of the Property, or any portion thereof.

7. **Indemnification and Hold Harmless.** Grantee shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City, its successors, assigns, employees, officers, attorneys, and agents (collectively "Indemnified Parties") from and against all claims, losses, damages, personal injuries, (including but not limited to death) or

liability (including reasonable attorney's fees to any and all administrative, trial and appellant proceedings), direct or indirectly arising from, out of, or caused by Grantee, its officers, employees, agents, or contractors, negligent or intentional acts, errors, omissions in the construction, repair and maintenance of the dock facility. The indemnification provided herein shall obligate Grantee to defend, at its expense, or to provide for such defense the option of the City, as the case may be, of any and all claims of liability and all suits and action of every name and description that may be brought against any Indemnified Party arising from or in any way related to this Easement Agreement. In all events the City shall be permitted to choose legal counsel of its sole choice. The fees for which shall be subject to and included with the Indemnification provided herein, as long as said fees are reasonable by local standards.

8. **Term of Easement.** This Easement shall be for a term of 20 years. The City may cancel the Easement during the term of the Easement after notice and hearing before the City Commission upon a finding that the dock unreasonably interferes with public use of the Riverside Drive right-of-way and the riparian and littoral rights attached thereto. Additional terms may extend this easement upon the agreement of the parties.

9. **Termination of Easements.** Grantor shall have the right to terminate the Easements at any time, at the option of Grantor, upon and subject to the earlier of the termination, or natural expiration, of the sovereignty submerged land lease or FDEP permit required for the operation of the dock facility, without any replacement or renewal thereof.

10. **Taxes.** Grantee shall pay all ad valorem taxes and assessments, if any, levied or assessed by any lawful authority against the Easement Property before the same become delinquent, and shall pay all tangible personal property taxes, if any on the dock facility or any other property or equipment owned by Grantee.

11. **General.** All rights, powers and privileges herein reserved and given to either party shall inure to the benefit of and be held by the respective successors, heirs, and assigns of the parties hereto, and likewise, all liabilities and obligations imposed upon each shall be binding upon the respective successors, heirs and assigns of the parties, hereto.

12. **Venue and Choice of Law.** This Easement Agreement shall be construed and interpreted in accordance with the laws of the state of Florida. In the event any litigation to enforce or interpret this Agreement, the parties hereto do hereby agree that the exclusive forum thereof shall be the Circuit Court of Volusia County, Florida.

13. **Partial Invalidity.** The provisions of this Easement Agreement are intended to be independent, and in the event any provision hereof shall be declared by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the remainder of this Easement Agreement.

14. **Headings.** The paragraph headings are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope or content of this Easement Agreement or any provision hereof.

15. **Merger.** No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in this agreement.

16. **Statute of Frauds.** No modification or change of this Easement Agreement shall be valid or binding upon the parties unless in writing, executed by the parties to be bound thereby.

17. **Assignment.** This Easement Agreement shall be binding upon and incur to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, City and Grantee have executed this Easement Agreement effective as of this_____day of_____, 2026.

CITY OF NEW SMYRNA BEACH,
A Florida Municipal Corporation

By:

_____

Mayor

Attest:

_____
City Clerk

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization the _____ day of _____, 2026, by Fred E. Cleveland, and Sharon Taylor-Harding, as Mayor and City Clerk, respectively, of the City of New Smyrna Beach, a Florida Municipal Corporation, on behalf of the City of New Smyrna Beach. They are personally known to me OR produced as identification _____ and did not take an oath.

Notary Public, State of Florida

Type or Print Name: _____

Commission No. _____

My Commission Expires: _____

GRANTEE

Mark Leedy

Witnesses:

Printed Name: Robert Mathes

Printed Name: John Baker

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 15 day of January, 2026, by Mark Leedy (Property Owner Name (s), as owner of the property located at 504 N. Riverside Dr., (property Address). He/she is personally known to me OR produced as identification FL DL and did not take an oath.

STEPHANIE FERRARA
Commission # HH 505512
Expires May 2, 2028

Notary Public, State of Florida

Type or Print Name: Stephanie Ferrara

Commission No. # HH 505512

My Commission Expires: May 2, 2028

GRANTEE

Browder Leedy

Witnesses:

Printed Name: Robert Mathes

Printed Name: John Baker

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this 15 day of January, 2026, by Browder Leedy (Property Owner Name (s), as owner of the property located at 504 N. Riverside Dr. (property Address). He/she is personally known to me OR produced as identification FL DL and did not take an oath.

STEPHANIE FERRARA
Commission # HH 505512
Expires May 2, 2028

Notary Public, State of Florida

Type or Print Name: Stephanie Ferrara

Commission No. # HH 505512

My Commission Expires: May 2, 2028

Approved as to form and correctness.

City Attorney

Date:

Exhibit A

LEGAL DESCRIPTION

Address:

504 North Riverside Drive, New Smyrna Beach, Florida 32168

Parcel Number:

7441-30-06-0070

AltKey:

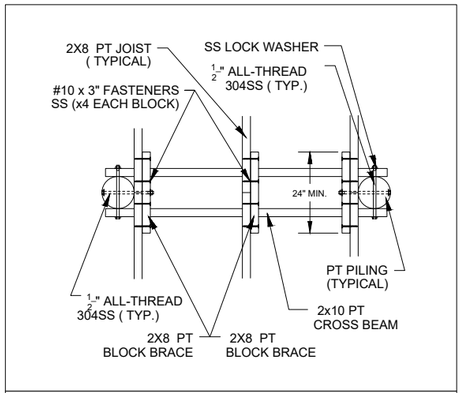
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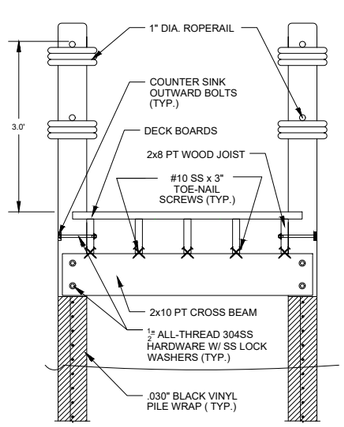
Legal Description by Meets and Bounds:

Lot 7, Block 6, according to the map or plat thereof of Map of Property Belonging to Chas Dougherty, according to the plat thereof, recorded in Deed Book L, Page 538 and also recorded in Plat Book 12, Page 126, Public Records of Volusia County, Florida.

FINISHED NEW DOCK AREA: 800 sqft
NEW PILINGS: 1

Exhibit B



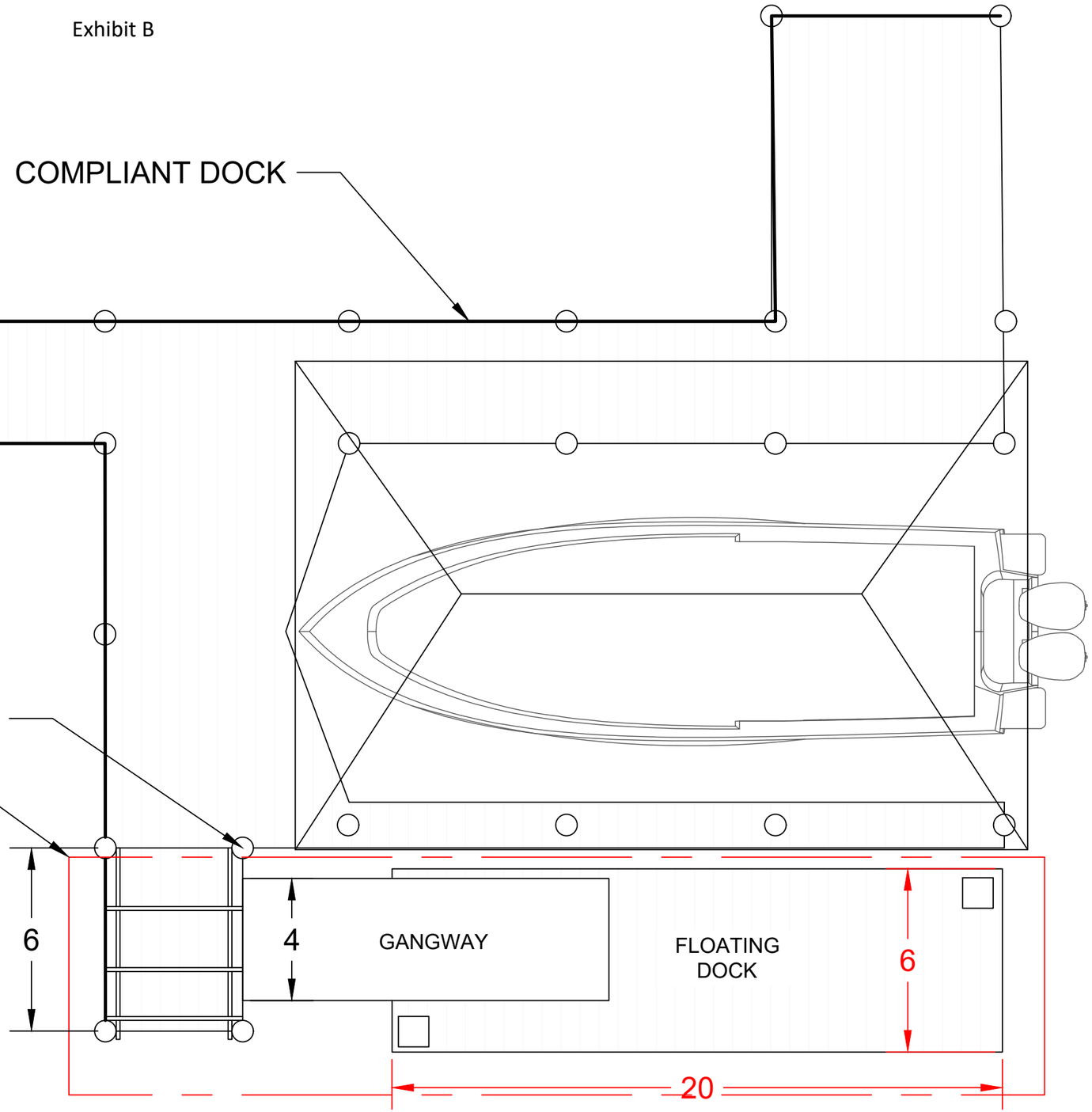


TYP DETAIL DRAWING

EXISTING COMPLIANT DOCK

INSTALL NEW PILING

NEW
CONSTRUCTION



DOCKSIDE Specialties

Mark Leey CONCEPT

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

CONSIDER THE APPROVAL OF A DOCK EASEMENT AGREEMENT TO INSTALL A SINGLE-FAMILY RESIDENTIAL DOCK ALONG THE EAST SIDE OF NORTH RIVERSIDE DRIVE ACROSS FROM PROPERTY ADDRESSED AT 634 NORTH RIVERSIDE DRIVE.

February 24, 2026

Background:

Applicant and Property Owners: Taylor A. and Pannie l. Huddleston, 811 South Cooper Street, New Smyrna Beach, Florida 32169.

Request: A dock easement agreement to allow for a single-family standard residential dock located along the east side of North Riverside Drive across from property addressed as 634 North Riverside Drive. See the attached location map and aerial map as **Exhibits A** & **B**.

Parcel Number: 7440-10-16-0040

Exhibits used in this report:

Exhibit A: Location Map
Exhibit B: Aerial Map
Exhibit C: Survey and Dock Plans
Exhibit D: Signed Dock Easement Agreement

Findings:

The upland property that is located between the paved right-of-way and the Indian River along North Riverside Drive is claimed by the City of New Smyrna Beach as a dedicated right-of-way, including all riparian rights and littoral rights per the Chas Dougherty Subdivision Plat of 1883.

A survey of the property and the proposed dock plans are attached as**Exhibit C**. For property owners that border the west side of North Riverside Drive that wish to install a single-family dock, the City requires an approved Dock Easement Agreement. See **Exhibit D**.

This agreement is required for property owners to install or renovate a single-family dock and conveys the property owner certain easements, including riparian rights to obtain a sovereignty submerged land lease from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida or a single-family dock permit from the

Florida Department of Environmental Protection.

The property owner, if this agreement is approved by the City Commission, will have to obtain a building permit from the City Building Department and any other permits required by the Florida Department of Environmental Protection, U.S. Army Corps of Engineers, and Volusia County Manatee Protection Department. The City Building Department will verify via the permit process, that the proposed dock will meet the Land Development Regulations, Section 803.04, the Florida Building Code as adopted, and the National Electric Code as adopted.

Recommendation:

The Planning Department recommends the City Commission to **approve** the proposed Dock Easement Agreement.

Fiscal Analysis:
N/A

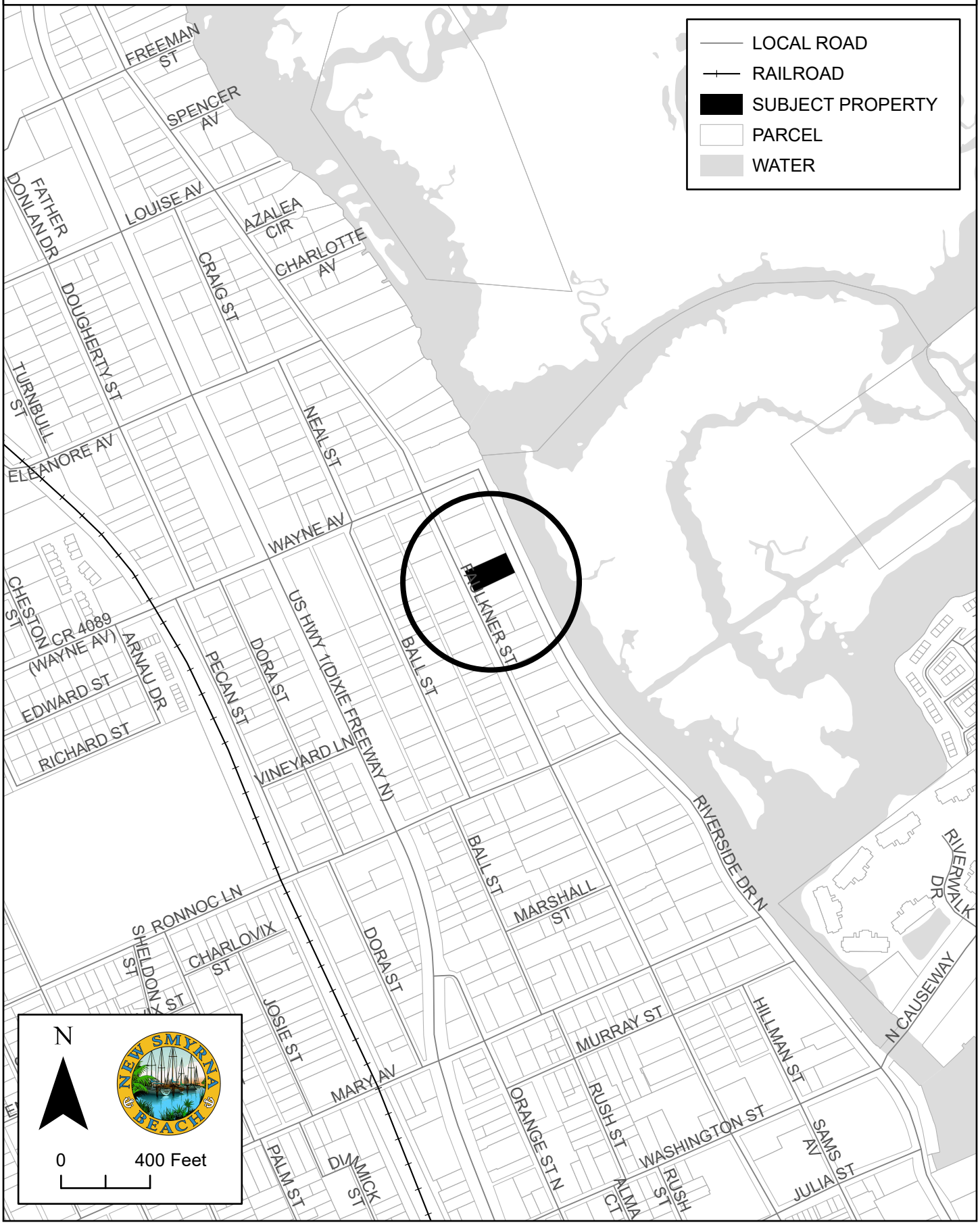
Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Survey and Dock Plans.pdf
Exhibit D Dock Easement Agreement.pdf

DP-04-2026: 634 N. RIVERSIDE DRIVE
PARCEL: 7440-10-16-0040 LOCATION MAP



DP-04-2026: 634 N. RIVERSIDE DRIVE
PARCEL: 7440-10-16-0040 AERIAL MAP

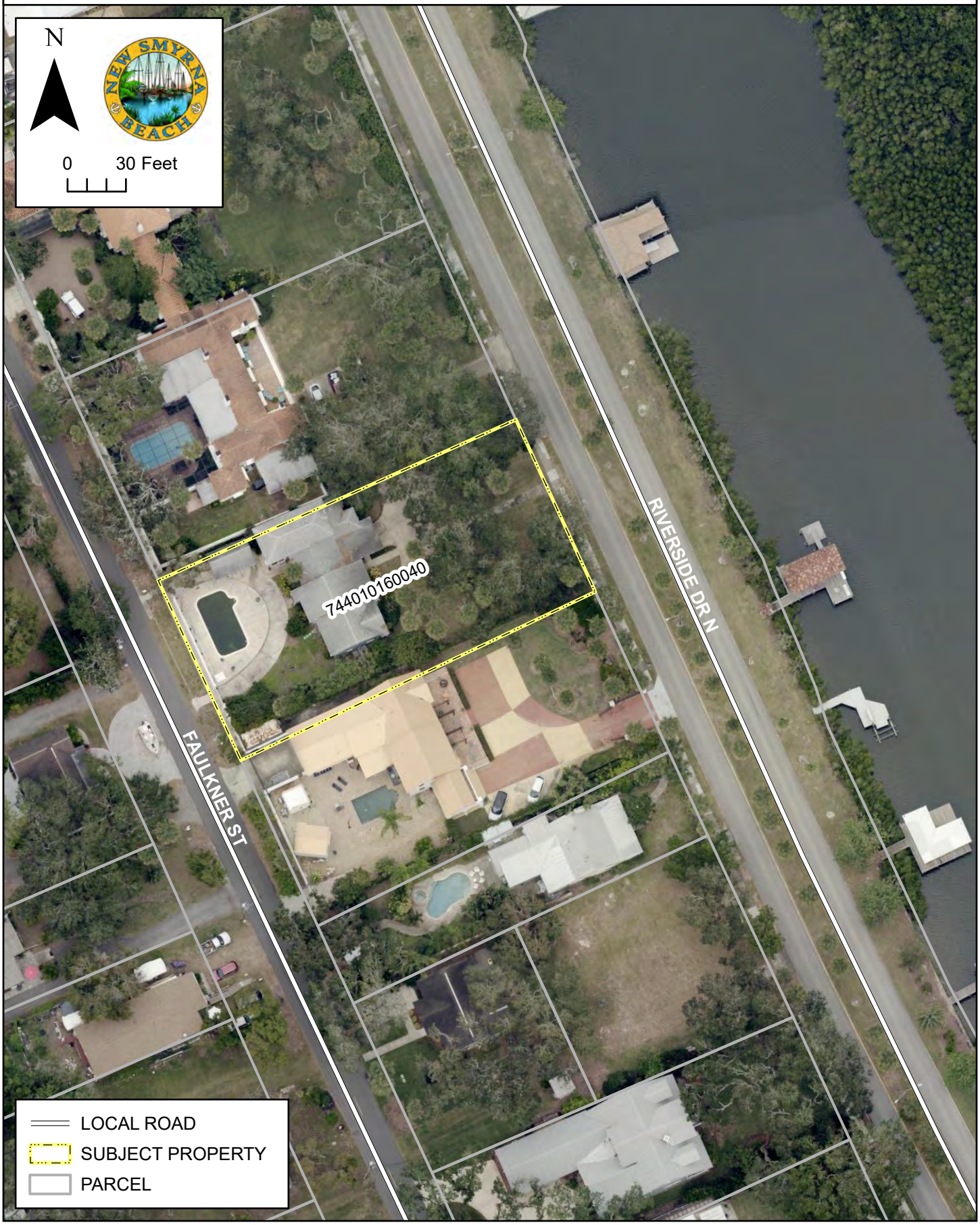


Exhibit C

Cove Points
MARINE CONSTRUCTION

Sheet List	
Sheet Number	Sheet Name
A0.1	COVER SHEET
A0.2	SITE PLAN
A0.3	FLOOR PLAN
A0.4	ELEVATIONS
S0.1	DOCK FRAMING PLAN
S0.2	FRAMING DETAILS
S0.3	DOCK DETAILS
S0.4	TURBIDITY DETAILS

The Huddleston Residence
634 N. Riverside Drive
New Smyrna Beach, FL 32168
Parcel ID #744010160040

Boathouse

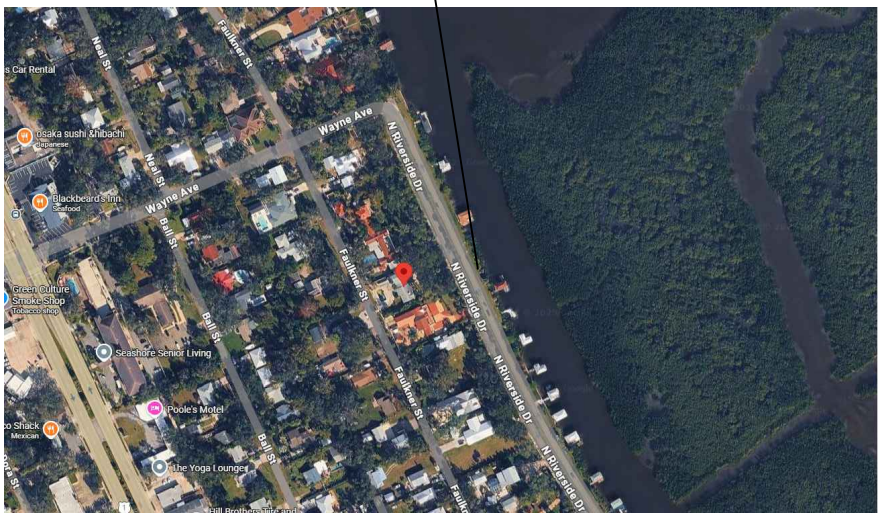
SCOPE OF WORK:

- NEW WALKOUT BUILD, BOAT HOUSE W/ ROOF -PILES/FRAMING/DECKING
- ALL TO BE MARINE GRADE LUMBER & STAINLESS STEEL FASTENERS

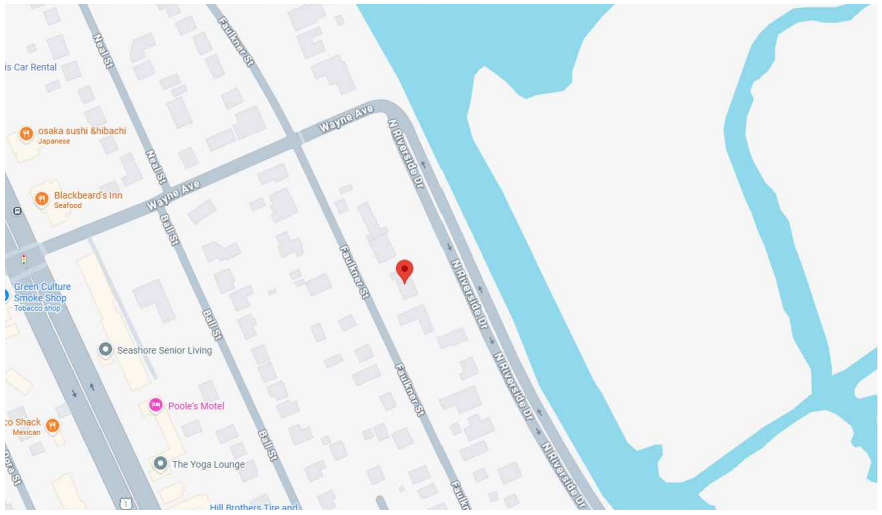
1. TURBIDITY CONTROL: A. PROVIDE TYPE III FLOATING TURBIDITY BARRIERS AROUND ALL WORK AREAS AS MANUFACTURED BY TRITON OR EQUIVALENT.
2. CONSTRUCTION REQUIREMENTS: A. MAINTAIN A SAFE AND CLEAN SITE. PROVIDE BARRICADES AS NEEDED TO ISOLATE WORK AREAS. CLEAN UP AND DISCARD TRASH AND UNUSABLE LUMBER AT THE END OF EACH WORK DAY. B. STORE MATERIALS IN LOCATIONS APPROVED BY OWNER OR MANAGEMENT. C. PLAN WORK TO PRECLUDE DISRUPTION OF ACCESS TO EXISTING AREAS. D. INSTALL TURBIDITY BARRIERS PRIOR TO INSTALLATION OR REMOVAL OF PILINGS. MONITOR AND ADJUST AS NEEDED TO PREVENT SILT LADEN WATER FROM ESCAPING INTO WATERWAY. E. DISCARD UNEVENLY CUT OR OUT OF TRUE LUMBER THAT MAY EFFECT THE QUALITY OF WORK. F. SET ALL WORK ACCURATELY TO REQUIRED LEVELS AND LINES, WITH MEMBER PLUMB AND TRUE AND ACCURATELY CUT AND FITTED. INSTALL FASTENERS WITHOUT SPLITTING OF WOOD MEMBERS. PRE-DRILL AS REQUIRED. G. ALL SURFACES RESULTING FROM FIELD CUTS OF LUMBER AND PILES, INCLUDING BOLT HOLES, SHALL BE FIELD TREATED WITH PRESERVATIVE IN ACCORDANCE WITH APWA STANDARDS FOR CARE OF TREATED WOOD H. ALL LUMBER PLACED VERTICALLY SHALL BE PLACED WITH VERTICAL CROWNS UP, AND ALL LUMBER PLACED HORIZONTALLY SHALL BE PLACED WITH HORIZONTAL CROWNS UP (BARK SIDE UP). I. PLACE DECKING AS PER MANUFACTURERS SPECIFICATIONS. J. PILE CAPS SHALL BE RE-CHECKED AFTER CONSTRUCTION TO ENSURE QUALITY. K. ANY FIRE SUPPRESSION RELATED OR OTHER NECESSARY HARDWARE WILL BE MOUNTED TO PILINGS USING SS ONLY UNLESS SPECIFIED BY MANUFACTURER. L. ALL HARDWARE SHALL BE STAINLESS STEEL TYPICAL TO MARINE CONSTRUCTION. ALL THRU BOLTS SHALL UTILIZE A STAINLESS STEEL NUT AND LOCK WASHER (OR STAINLESS STEEL NYLOCK WASHER).

WIND DESIGN LOAD INFORMATION- (PER FBCR 2023 8th EDITION R301, REF. ASCE 7-22)
BASIC WIND SPEED (Vult) = 139 MPH (3 SECOND GUST) (Vasd) = 108 MPH (3 SECOND GUST)
BUILDING CATEGORY = II (ASCE 7-22) WIND EXPOSURE(ALL SIDES) = C (ASCE 7-22)
INTERNAL PRESSURE COEFFICIENTS (ASCE 7-22) ENCLOSED BUILDINGS = +/-0.18
PARTIALLY ENCLOSED BUILDINGS = +/-0.55 (NOTE: COEFFICIENTS FOR PARTIALLY ENCLOSED STRUCTURES ARE APPLIED WHEN DESIGN OF MEMBER(S) FALLS UNDER ASCE
7-22 DEFINITIONS CLASSIFYING AS SUCH) ALL COMPONENTS AND CLADDING NOT SPECIFIED ON PLANS SHALL BE DESIGNED TO WITHSTAND THE FOLLOWING PRESSURES (ASD):
FOR WALL LOCATIONS: +21.2 PSF, -28.3 PSF
FOR ROOF LOCATIONS: +12.8 PSF, -61.9 PSF

PROJECT LOCATION



634 N Riverside Drive, New Smyrna Beach, FL 32168



Vicinity Map

130

No.	Description

DBSS ENGINEERING
SCOTT A. SANTOMAURO
FL REG. #65513
PHONE 321-251-6006

Cove Points
MARINE CONSTRUCTION

HUDDLESTON
BOATHOUSE
634 N RIVERSIDE DRIVE
NEW SMYRNA BEACH, FL 32168

Client approval required prior to permitting and production. Changes requested by the client after approval shall be made by Change order only.

Date Started	1/26/26
Drawn by	CPMC
Checked by	RGalerno
Scale	As indicated

A0.1



DBSS ENGINEERING
SCOTT A. SANTOMAURO
FL REG. #65513
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Cove Points
MARINE CONSTRUCTION

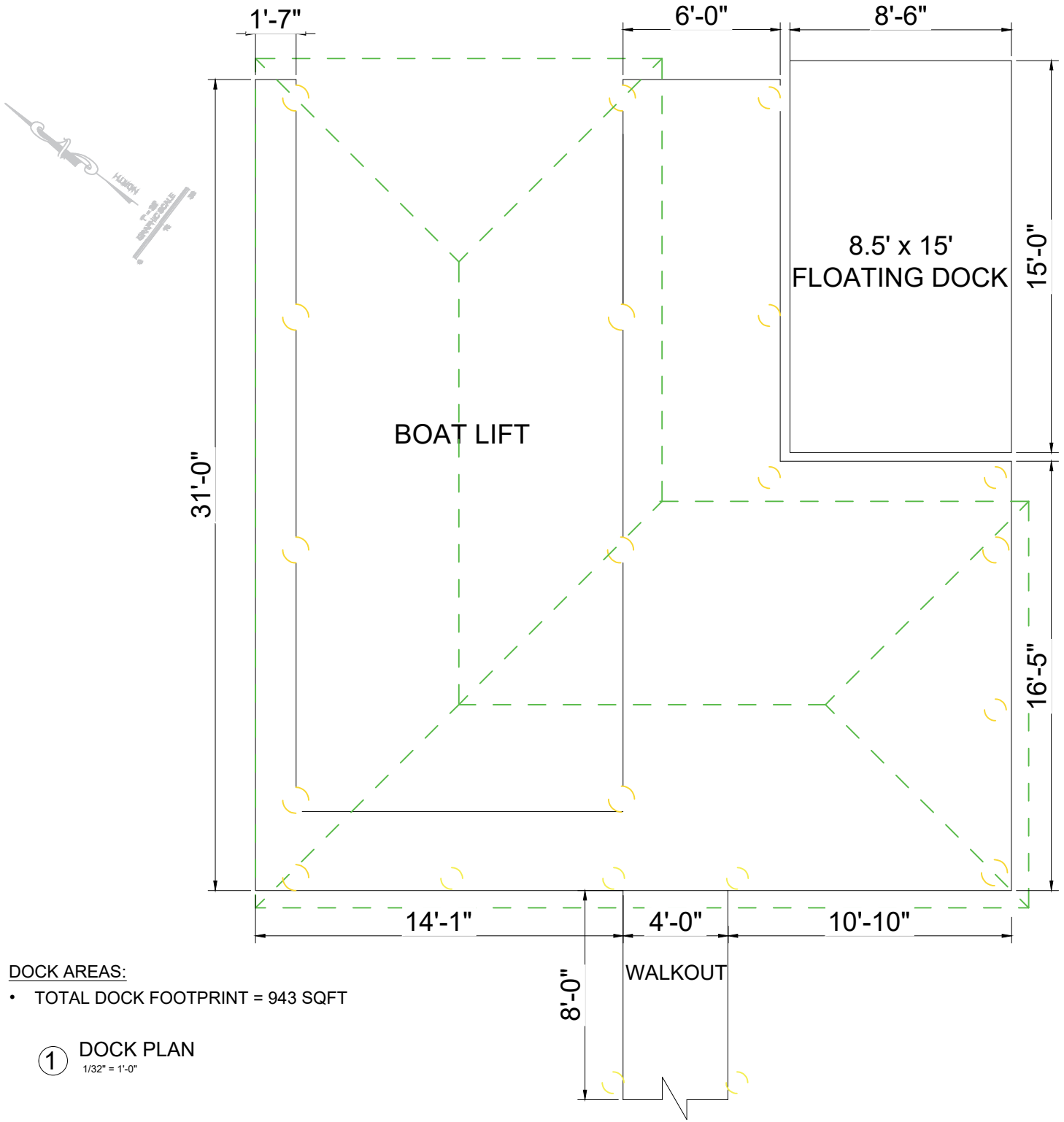
HUDDLESTON
BOATHOUSE
634 N RIVERSIDE DRIVE
NEW SMYRNA BEACH, FL 32168

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Date Started	1/26/26
Drawn by	CPMC
Checked by	RGalerno
Scale	As indicated

A0.2

131



DOCK AREAS:

- TOTAL DOCK FOOTPRINT = 943 SQFT

1 DOCK PLAN
1/32" = 1'-0"

132

No.	Description

DBSS ENGINEERING
SCOTT A. SANTOMAURO
FL REG. #65513
PHONE 321-251-6006

Cove Points
MARINE CONSTRUCTION

HUDDLESTON
BOATHOUSE
634 N RIVERSIDE DRIVE
NEW SMYRNA BEACH, FL 32168

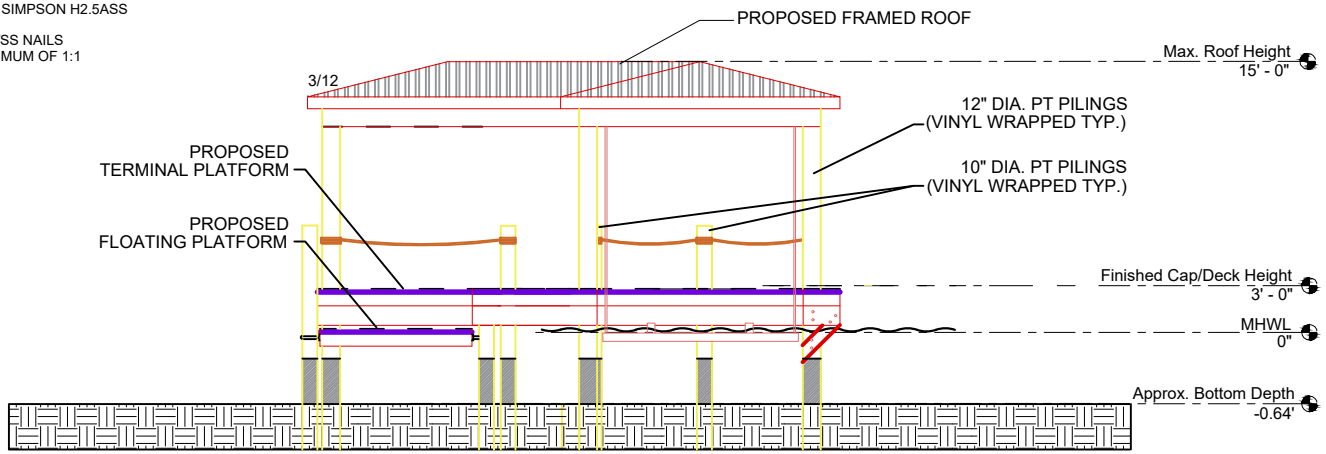
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Date Started	1/26/26
Drawn by	CPMC
Checked by	RGalerno
Scale	As indicated

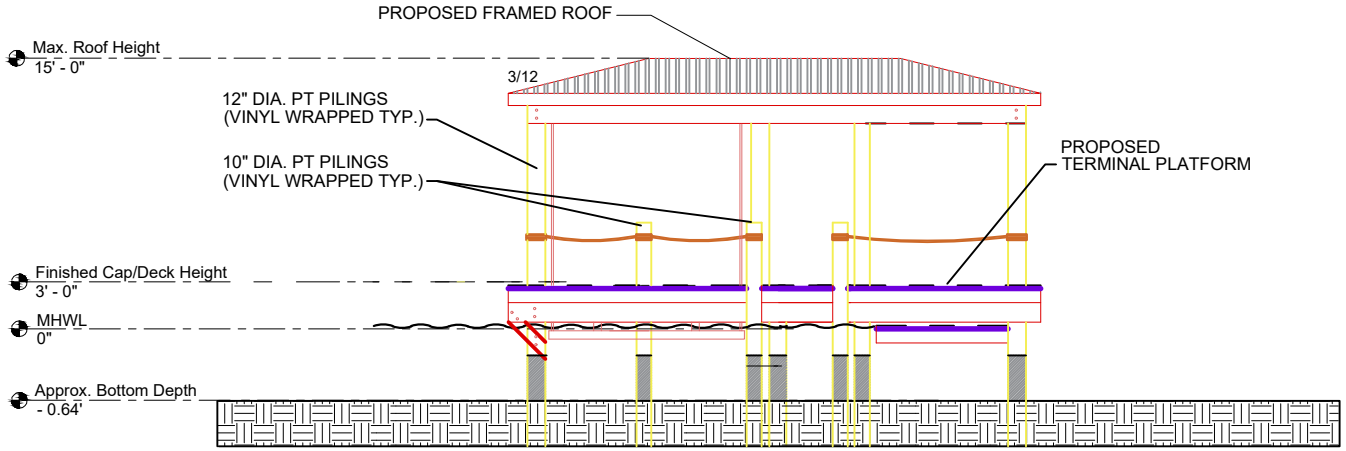
A0.3

FRAMING NOTES:

1. ALL PILINGS/FRAMING TO BE MARINE GRADE SOUTHERN YELLOW PINE (WHERE APPLICABLE TREATMENT TO BE 2.5 pcf CCA FOR SALTWATER).
2. DECKING TO BE WEAR DECK DECKING.
3. ALL FASTENERS TO BE MINIMUM GRADE 316 STAINLESS STEEL.
4. ALL NEW ROOF FRAMING TO BE CONSTRUCTED WITH SIMPSON H2.5ASS HURRICANE TIES.
5. ALL PILINGS TO BE INSTALLED WITH .30"PILING WRAP/SS NAILS
6. PILINGS TO BE DRIVEN /DRILLED OR JETTED TO A MINIMUM OF 1:1 EXPOSURE.



1 DOCK ELEVATION (WEST)
3/8" = 1'-0"



2 DOCK ELEVATION (EAST)
3/8" = 1'-0"

133

No.	Description

DBSS ENGINEERING
SCOTT A. SANTOMAURO
FL REG. #65513
PHONE 321-251-6006

Cove Points
MARINE CONSTRUCTION

HUDDLESTON
BOATHOUSE
634 N RIVERSIDE DRIVE
NEW SMYRNA BEACH, FL 32168

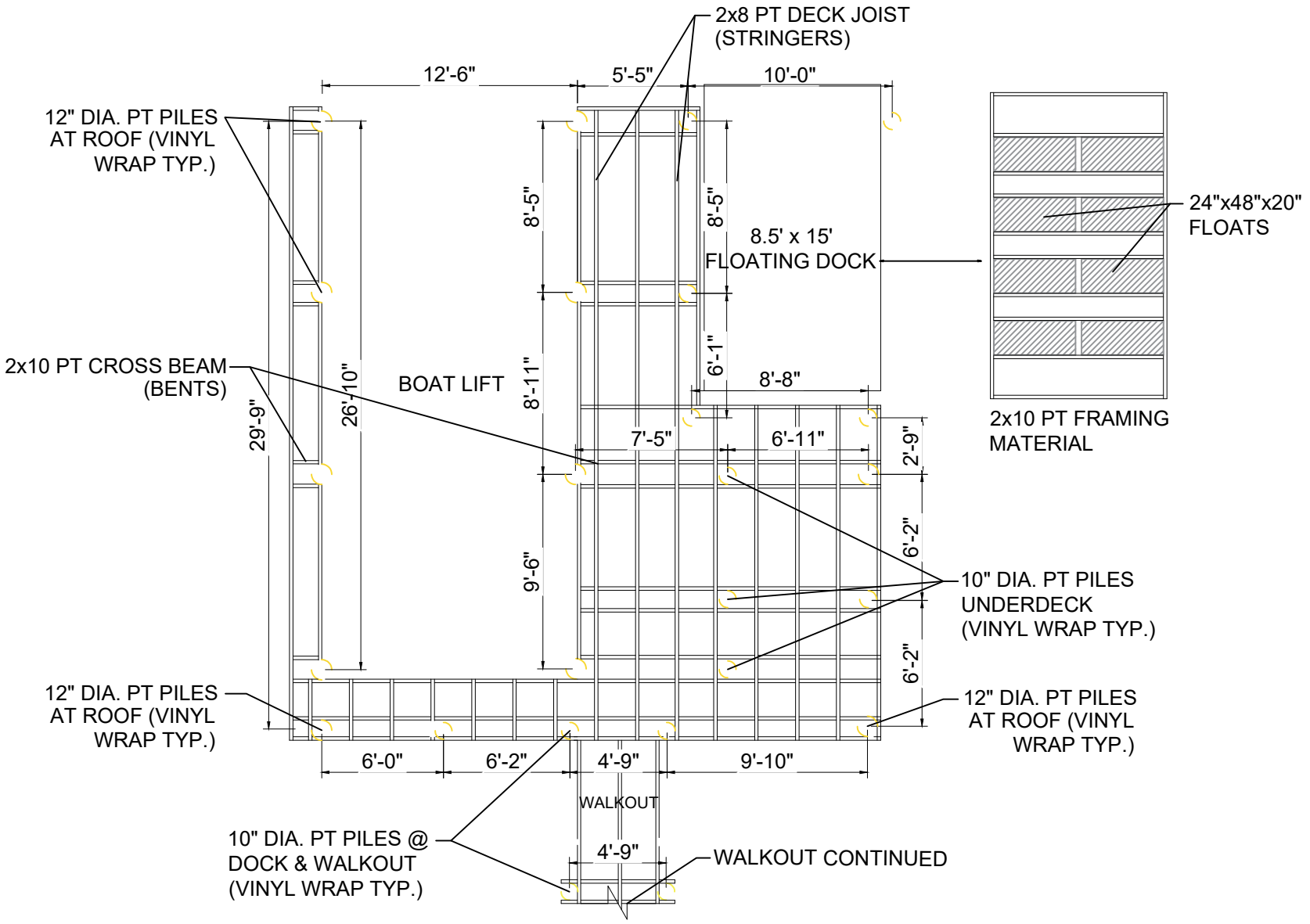
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Date Started	1/26/26
Drawn by	CPMC
Checked by	RGalerno
Scale	As indicated

A0.4

FRAMING NOTES:

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DBSS ENGINEERING
SCOTT A. SANTOMAURO
FL REG. #65513
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Cove Points
MARINE CONSTRUCTION

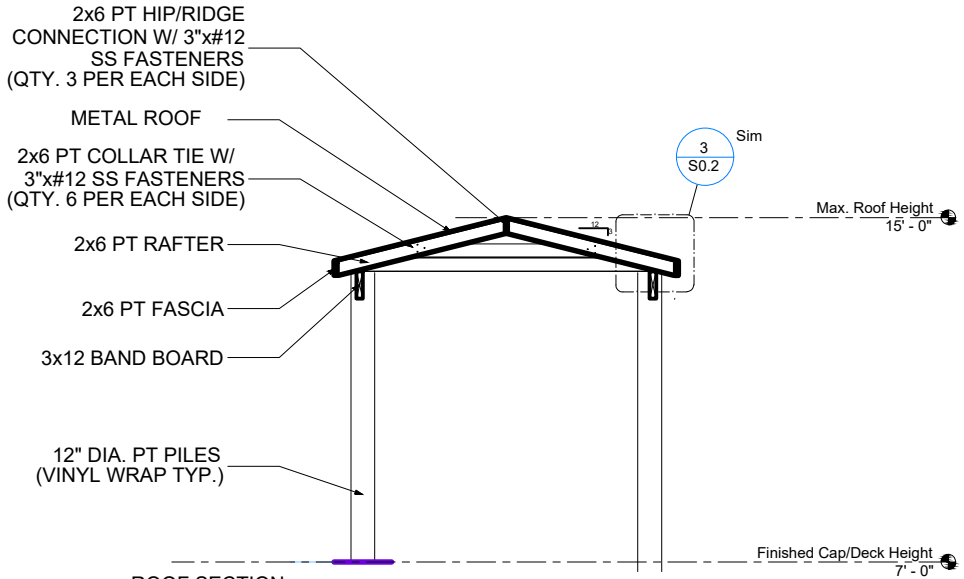
HUDDLESTON
BOATHOUSE
634 N RIVERSIDE DRIVE
NEW SMYRNA BEACH, FL 32168

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Date Started	1/26/26
Drawn by	CPMC
Checked by	RGalerno
Scale	As indicated

S0.1

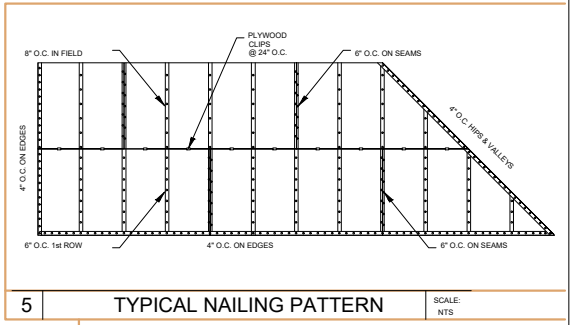
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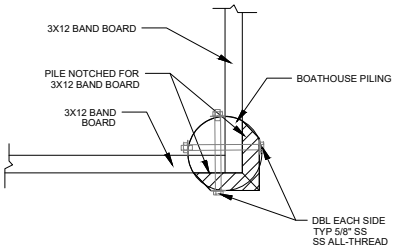
2 ROOF SECTION
1/2" = 1'-0"

FRAMING NOTES:

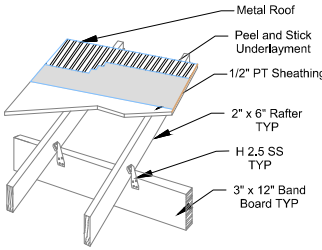
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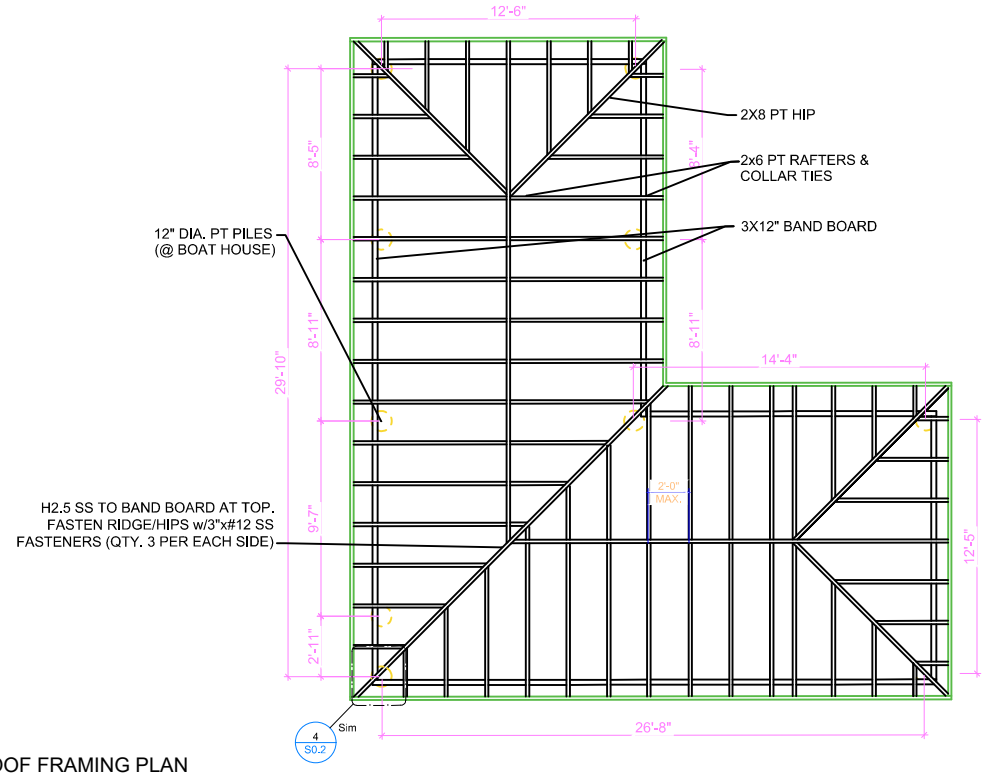
5 TYPICAL NAILING PATTERN SCALE: NTS



4 BAND BOARD DETAIL SCALE: NTS



3 ROOF SHEATHING DETAIL SCALE: NTS



1 ROOF FRAMING PLAN
3/8" = 1'-0"

© THE DESIGNS AND PLANS AND SPECIFICATIONS COMPLY WITH ALL APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY.

135

For City/County use only

No.	Description	Date

Engineer's stamp

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PHONE 321-251-6006

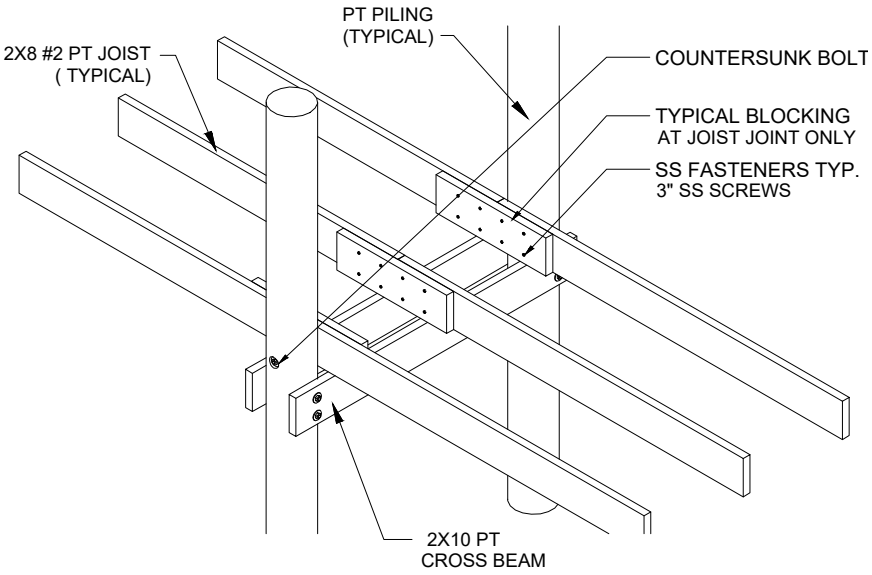
Cove Points
MARINE CONSTRUCTION

HUDDLESTON
BOATHOUSE
634 N RIVERSIDE DRIVE
NEW SMYRNA BEACH, FL 32168

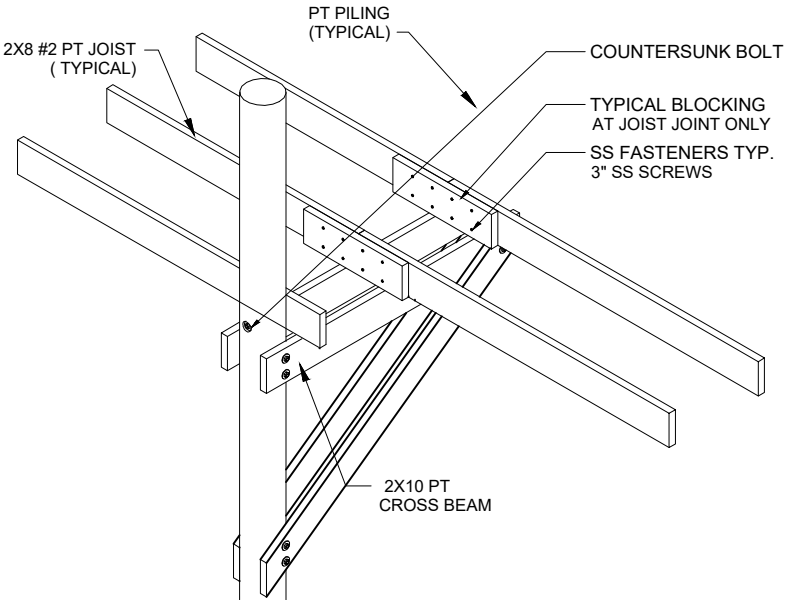
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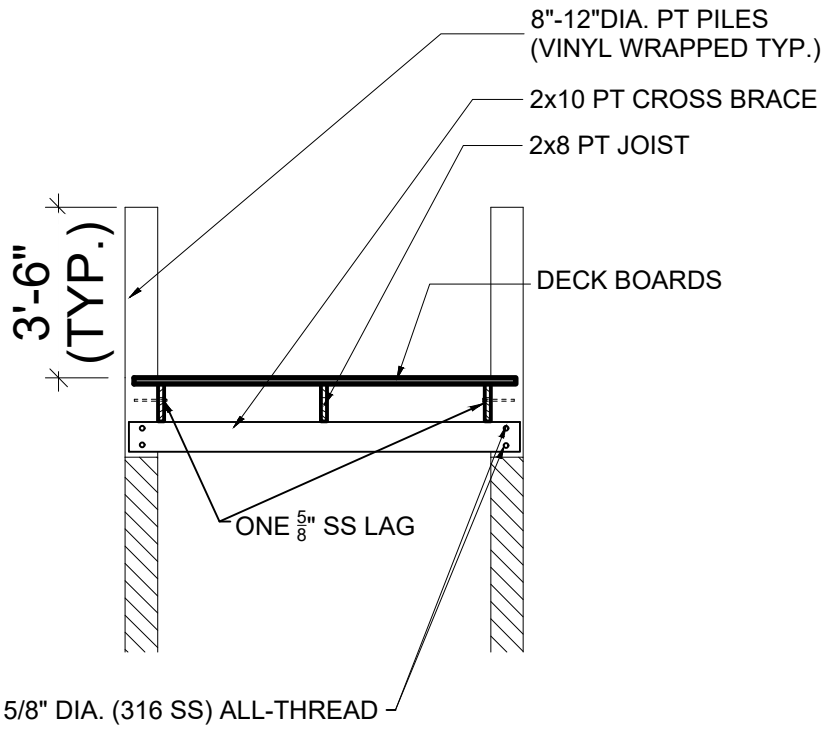
Date Started	1/26/26
Drawn by	CPC
Checked by	RGalerno
Scale	1" = 1'-0"

S0.2

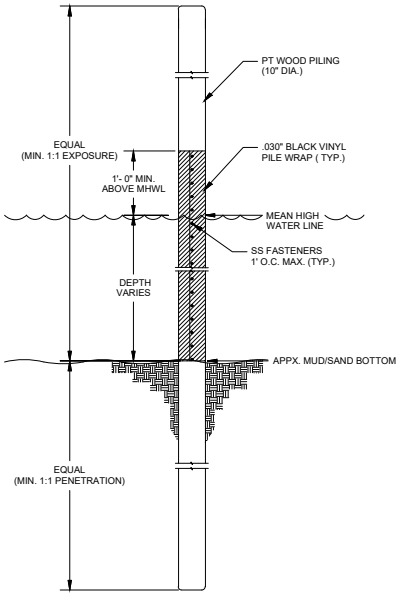


3 TYPICAL BRACE FRAMING SCALE: 1" : 20





2 DOCK SECTION SCALE: 1/2" = 1'-0"



1 PILE WRAP DETAIL SCALE: NTS

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No.	Description

136

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FL REG. #65513
PHONE 321-251-6006

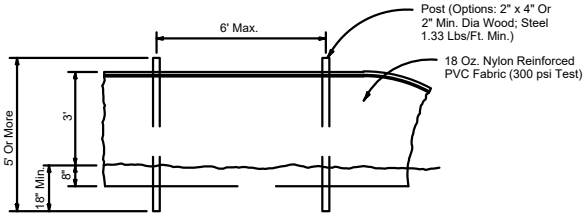
Cove Points
MARINE CONSTRUCTION

HUDDLESTON
BOATHOUSE
634 N RIVERSIDE DRIVE
NEW SMYRNA BEACH, FL 32168

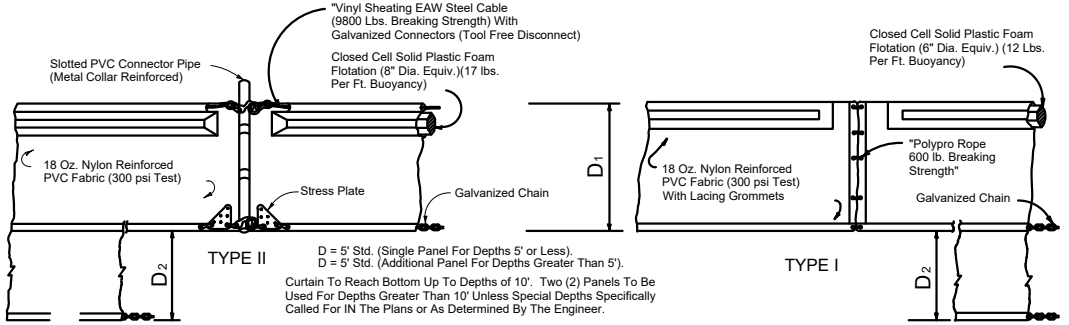
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Date Started	1/26/26
Drawn by	CPMC
Checked by	RGalerno
Scale	As indicated

S0.3



STAKED TURBIDITY BARRIER



FLOATING TURBIDITY BARRIER

ANCHOR KIT INSTALLED WITH FLOATING BARRIER

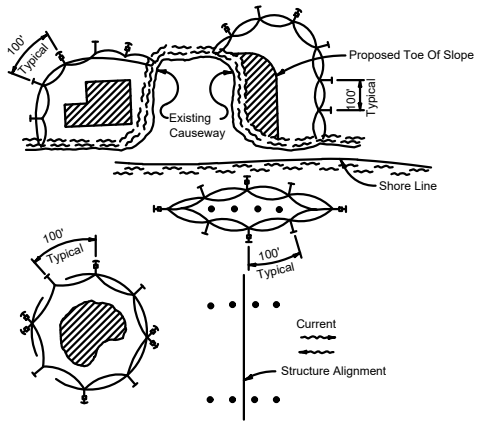
INSTALLATION INSTRUCTIONS

To install an Anchor Kit on one side of Floating Turbidity Barrier, Type 2 or 3:

1. Attach the LOAD LINE to the cable loop in the end of the top tension cable of the barrier, using the SHACKLE at the end of the load line.
2. Back boat away from the barrier and drop the ANCHOR BUOY into the water.
3. Slowly back further away from the barrier while paying out all of the ANCHOR LINE, carefully lower the ANCHOR over the side, and lower the anchor with the POSITIONING/RETRIEVAL LINE until it settles onto the bottom.
4. Hold the POSITIONING/RETRIEVAL BUOY, slowly back away further until the barrier is in the desired position, and drop the POSITIONING/RETRIEVAL BUOY into the water.

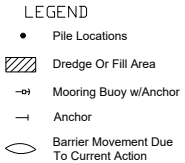
To remove an Anchor Kit: Grab the POSITIONING/RETRIEVAL BUOY and lift the LINE until ANCHOR is dislodged from bottom. Retrieve the entire Anchor Kit and detach from the barrier.

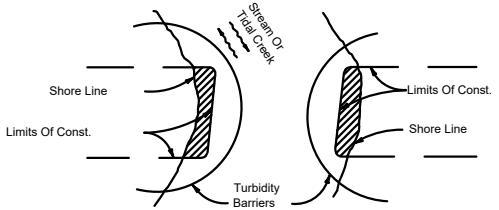
© 2007, Aer-Flo, Inc.



NOTES:

1. Turbidity barriers are to be used in all permanent bodies of water regardless of water depth.
2. Number and spacing of anchors dependent on current velocities.
3. Deployment of barrier around pile locations may vary to accommodate construction operations.
4. Navigation may require segmenting barrier during construction operations.





Note:
Turbidity barriers for flowing streams and tidal creeks may be either floating, or staked types or any combinations of types that will suit site conditions and meet erosion control and water quality requirements. The barrier type(s) will be at the Contractors option unless otherwise specified in the plans, however payment will be under the pay item(s) established in the plans for Floating Turbidity Barrier and/or Staked Turbidity Barrier. Posts in staked turbidity barriers to be installed in vertical position unless otherwise directed by the Engineer.

TURBIDITY BARRIER APPLICATIONS

IN THE EVENT THE ENGINEER HAS NOT BEEN RETAINED FOR CONSTRUCTION PHASE SERVICES, THE ENGINEER SHALL NOT BE RESPONSIBLE FOR ANY CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, OR FOR ANY CONSTRUCTION SAFETY PRECAUTIONS OR PROGRAMS IN CONNECTION WITH THE PROJECT. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR ANY CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY CONTRACTOR, SUBCONTRACTOR, OR ANY OF THEIR AGENTS OR EMPLOYEES, OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK. ANY REUSE OF THESE PLANS AND SPECIFICATIONS WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO THE ENGINEER. ANY AND ALL PROCEDURES ASSOCIATED WITH SUCH REUSE SHALL BE INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES INCLUDING ATTORNEYS' FEES ARISING OUT OF OR RESULTING THEREFROM.

No.	Description

137

DBSS ENGINEERING
SCOTT A. SANTOMAURO
FL REG. #65513
PHONE 321-251-6006

Cove Points
MARINE CONSTRUCTION

HUDDLESTON
BOATHOUSE
634 N RIVERSIDE DRIVE
NEW SMYRNA BEACH, FL 32168

Client approval required prior to permitting and production. Changes requested by the client after approval shall be made by **Change order only.**

Date Started	1/26/26
Drawn by	CPMC
Checked by	RGalerno
Scale	As indicated

S0.4

DOCK EASEMENT AGREEMENT

THIS DOCK EASEMENT AGREEMENT is made as of the date set forth below by and between the City of New Smyrna Beach, a Florida municipal corporation (hereinafter "City"), and **Taylor and Penni Huddleston**, and the successors and assigns in title (hereinafter "Grantee") for the following uses and purposes.

RECITALS:

WHEREAS, the City of New Smyrna Beach was dedicated rights inuring to the public in that certain tract or parcel referenced and known as the Riverside Drive right-of-way, including all riparian and littoral rights attaching thereto, which constitutes all upland real property between the eastern boundary of Grantee's property described in Exhibit "A" (and which is the western boundary of the Riverside Drive right-of-way) and the western shore off the Indian River (hereinafter referred to as the "Property"); and

WHEREAS, Grantee desires to obtain, and City has agreed to convey, certain easements, including riparian rights, to allow Grantee to obtain a sovereignty submerged land lease from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Board of Trustees") for a single family dock permit from the Florida Department of Environmental Protection ("FDEP"), as applicable, and to construct, reconstruct, maintain and use a dock facility attaching to the upland at the west shore of the Indian River; and

WHEREAS, the City may in its discretion permit private encroachments in a right-of-way which are not in denigration of public usage; and

WHEREAS, it has been and will be necessary and convenient to protect and preserve the uplands of both the City right-of-way and the Grantee's property at Exhibit "A" from erosion and other damage by armoring with a bulkhead, rip rap or other form of stabilization; and

WHEREAS, the City is willing to grant this easement for incidental private use of public property in exchange for appropriate protection of the public interest and sufficient contribution of the Grantee to expenses incurred in the improvements and maintenance of the Riverside Drive right-of-way.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration the receipt, adequacy, and sufficiency of which are hereby acknowledged, the City and Grantee hereby covenant and agree as follows:

1. **Recitals:** The recitals set forth above are true and correct, and shall constitute and be construed as an integral part of this Easement Agreement and not merely as recitals hereto.

2. **Grant of Easements:** Grantor hereby grants and conveys to Grantee, following easements (hereinafter the "Easements") over, upon and across the Property:

a. A non-exclusive easement for ingress, egress, and utilities, and including riparian rights, upon, over and across the Property for the purpose of allowing Grantee to construct, reconstruct, maintain, and use a dock structure extending eastward from the west bank of the Indian River using the riparian and littoral right attaching thereto in a location easterly of the Grantee's property located west of Riverside Drive as described on Exhibit "A".

b. Grantee agrees that the dock shall be located, built and maintained in accordance with the survey and plans attached hereto as Exhibit "B." No modifications shall be made without prior amendment to the Easement.

c. Grantee agrees to not interfere or restrict public use of the Property including the riparian and littoral rights attaching thereto lying easterly of the property described in Exhibit "A," except that Grantee may prohibit the public from accessing or using the dock described in Exhibit "B."

d. Grantee agrees to maintain the grounds east of Riverside Drive and any existing bulkhead, rip rap or other form of stabilization. Grantee agrees to pay any construction, reconstruction and maintenance expense for a bulkhead, rip rap or other form of stabilization. Grantee agrees to the City specially assessing and/or liening the property described in Exhibit "A" for such expense in accordance with law.

3. **Purpose of Easements.** The easements granted hereby are for the express purpose of providing Grantee with the necessary riparian rights to the uplands and necessary rights for ingress, egress, utilities, and parking, for the purpose of allowing Grantee to construct, reconstruct, maintain and use a dock facility.

4. **Permit Requirements Acknowledged.** The City and Grantee acknowledge that federal, state, county and City laws and regulations may govern the construction and maintenance of docks and shoreline stabilization and permits may be required. The Grantee agrees to comply with all requirements of law and to obtain all necessary permits prior to and construction or reconstruction of docks or shoreline stabilization.

5. **Maintenance, Repair, and Improvements.** Grantee shall, at its sole cost and expense, timely perform all maintenance, repair, and replacement of the dock facility and at all times maintain the dock facility in a safe, sound and kempt condition.

6. **Covenants Running with the Land.** The easements granted and reserved herein shall be deemed to be covenants appurtenant to and running with the ownership of the Property, or any portion thereof.

7. **Indemnification and Hold Harmless.** Grantee shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City, its successors, assigns, employees, officers, attorneys, and agents (collectively "Indemnified Parties") from and against all claims, losses, damages, personal injuries, (including but not limited to death) or

liability (including reasonable attorney's fees to any and all administrative, trial and appellant proceedings), direct or indirectly arising from, out of, or caused by Grantee, its officers, employees, agents, or contractors, negligent or intentional acts, errors, omissions in the construction, repair and maintenance of the dock facility. The indemnification provided herein shall obligate Grantee to defend, at its expense, or to provide for such defense the option of the City, as the case may be, of any and all claims of liability and all suits and action of every name and description that may be brought against any Indemnified Party arising from or in any way related to this Easement Agreement. In all events the City shall be permitted to choose legal counsel of its sole choice. The fees for which shall be subject to and included with the Indemnification provided herein, as long as said fees are reasonable by local standards.

8. **Term of Easement.** This Easement shall be for a term of 20 years. The City may cancel the Easement during the term of the Easement after notice and hearing before the City Commission upon a finding that the dock unreasonably interferes with public use of the Riverside Drive right-of-way and the riparian and littoral rights attached thereto. Additional terms may extend this easement upon the agreement of the parties.

9. **Termination of Easements.** Grantor shall have the right to terminate the Easements at any time, at the option of Grantor, upon and subject to the earlier of the termination, or natural expiration, of the sovereignty submerged land lease or FDEP permit required for the operation of the dock facility, without any replacement or renewal thereof.

10. **Taxes.** Grantee shall pay all ad valorem taxes and assessments, if any, levied or assessed by any lawful authority against the Easement Property before the same become delinquent, and shall pay all tangible personal property taxes, if any on the dock facility or any other property or equipment owned by Grantee.

11. **General.** All rights, powers and privileges herein reserved and given to either party shall ensure the benefit of and be held by the respective successors, heirs, and assigns of the parties hereto, and likewise, all liabilities and obligations imposed upon each shall be binding upon the respective successors, heirs and assigns of the parties, hereto.

12. **Venue and Choice of Law.** This Easement Agreement shall be construed and interpreted in accordance with the laws of the state of Florida. In the event any litigation to enforce or interpret this Agreement, the parties hereto do hereby agree that the exclusive forum thereof shall be the Circuit Court of Volusia County, Florida.

13. **Partial Invalidity.** The provisions of this Easement Agreement are intended to be independent, and in the event any provision hereof shall be declared by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the remainder of this Easement Agreement.

14. **Headings.** The paragraph headings are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope or content of this Easement Agreement or any provision hereof.

15. **Merger.** No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in this agreement.

16. **Statute of Frauds.** No modification or change of this Easement Agreement shall be valid or binding upon the parties unless in writing, executed by the parties to be bound thereby.

17. **Assignment.** This Easement Agreement shall be binding upon and incur to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, City and Grantee have executed this Easement Agreement effective as of this_____day of_____, 2026.

CITY OF NEW SMYRNA BEACH,
A Florida Municipal Corporation

By:

_____
Mayor

Attest:

_____
City Clerk

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization the _____ day of _____, 2026, by Fred E. Cleveland, and Sharon Taylor-Harding, as Mayor and City Clerk, respectively, of the City of New Smyrna Beach, a Florida Municipal Corporation, on behalf of the City of New Smyrna Beach. They are personally known to me OR produced as identification _____ and did not take an oath.

_____
Notary Public, State of Florida

Type or Print Name: _____

Commission No. _____

My Commission Expires: _____

GRANTEE

Taylor Huddleston

Witnesses:

Robert Mathes

Printed Name: Robert Mathes

John Baker

Printed Name: John Baker

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [X] physical presence or [__] online notarization this 23rd day of January, 2026, by **Taylor Huddleston** (Property Owner Name (s), as owner of the property located at **634 N Riverside Drive**, (property Address). He/she is personally known to me OR produced as identification ____ FLDL and did not take an oath.

STEPHANIE FERRARA
Commission # HH 505512
Expires May 2, 2028

Stephanie Ferrara

Notary Public, State of Florida

Type or Print Name: Stephanie Ferrara

Commission No. HH505512

My Commission Expires: May 2, 2028

GRANTEE

Applicant Signature

Perri Huddleston

Witnesses:

Printed Name: Chris Rollins

Lauren DeMersseman

Printed Name: Lauren DeMersseman

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 21st day of July, 2025, by Perri L. Huddleston (Property Owner Name (s), as owner of the property located at 634 N. Riverside Drive, (property Address). He/she is personally known to me OR produced as identification _____ and did not take an oath.

Notary Public, State of Florida

Type or Print Name: Alisa Middendorf

Alisa Middendorf

Commission No. _____

My Commission Expires: _____

ALISA MIDDENDORF
Notary Public, State of Florida
Commission No. HH 477170
My Comm. Exp. Jan. 03, 2028

Approved as to form and correctness.

City Attorney

Date: _____

Exhibit A

LEGAL DESCRIPTION

Address:

634 North Riverside Drive, New Smyrna Beach, Florida 32168

Parcel Number:

7440-10-16-0040

AltKey:

3870859

Legal Description by Meets and Bounds:

The South 95 feet, Block P, RIVERSIDE PARK, according to the map or plat thereof, as recorded in Map Book 4, Page 64, Public Records of Volusia County, Florida.



DBSS ENGINEERING
SCOTT A. SANTOMAURO
FL REG. #65513
PHONE 321-251-6006

Exhibit B

Cove Points
MARINE CONSTRUCTION

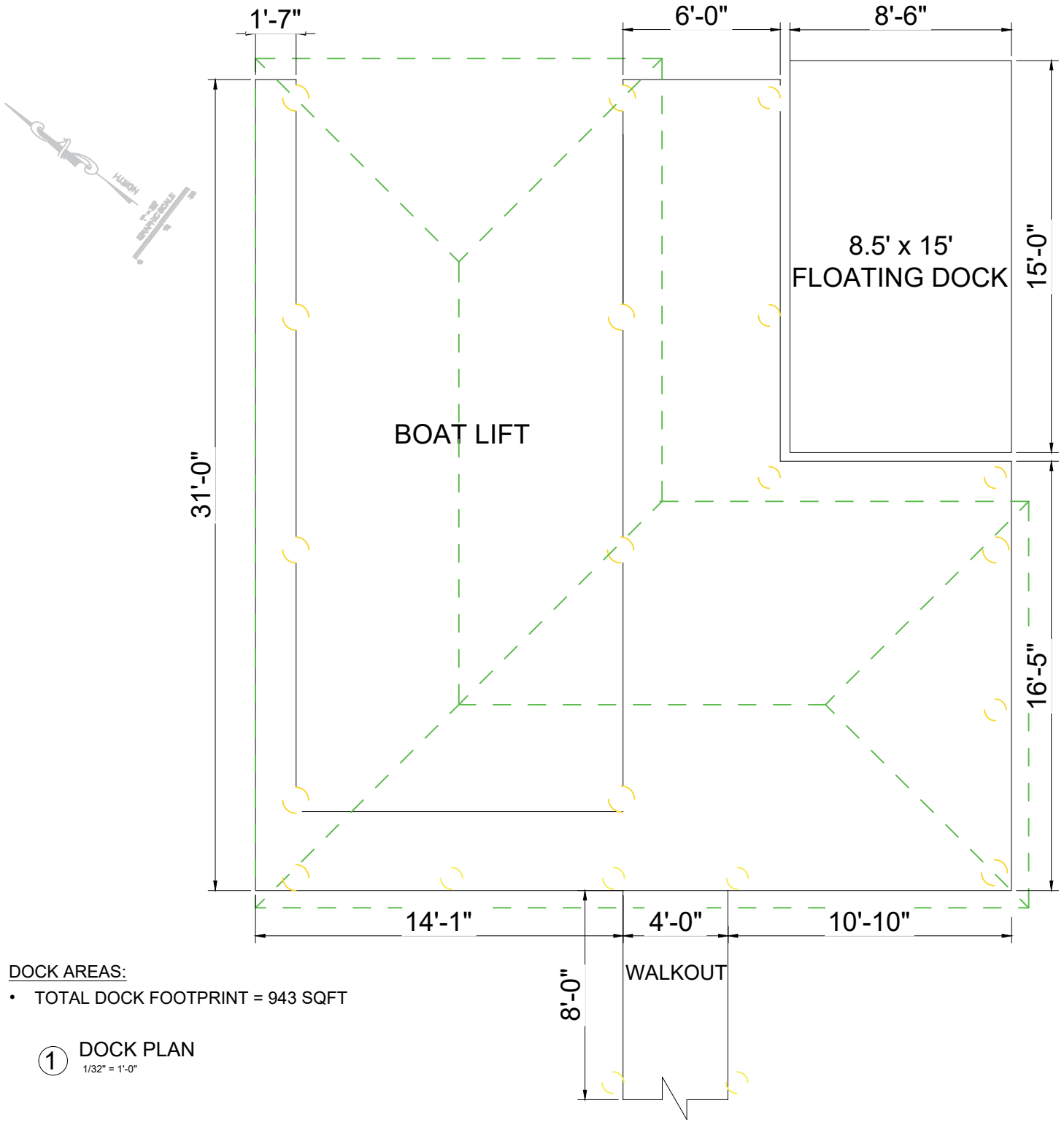
HUDDLESTON
BOATHOUSE
634 N RIVERSIDE DRIVE
NEW SMYRNA BEACH, FL 32168

Client approval required prior to permitting and production. Changes requested by the client after approval shall be made by Change order only.

Date Started	1/26/26
Drawn by	CPMC
Checked by	RGalerno
Scale	As indicated

A0.2

145



DOCK AREAS:

- TOTAL DOCK FOOTPRINT = 943 SQFT

1 DOCK PLAN
1/32" = 1'-0"

146

No.	Description

DBSS ENGINEERING
SCOTT A. SANTOMAURO
FL REG. #65513
PHONE 321-251-6006

Exhibit B

Cove Points
MARINE CONSTRUCTION

HUDDLESTON
BOATHOUSE
634 N RIVERSIDE DRIVE
NEW SMYRNA BEACH, FL 32168

Client approval required prior to permitting and production. Changes requested by the client after approval shall be made by Change order only.

Date Started	1/26/26
Drawn by	CPMC
Checked by	RGalerno
Scale	As indicated

A0.3

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

CONSIDER THE APPROVAL OF A DOCK EASEMENT AGREEMENT TO ALLOW FOR A SINGLE-FAMILY RESIDENTIAL DOCK TO BE LOCATED ALONG THE EAST SIDE OF SOUTH RIVERSIDE DRIVE ACROSS FROM PROPERTY ADDRESSED AT 720 SOUTH RIVERSIDE DRIVE.

February 24, 2026

Background:

Applicant and Property Owner: Jack Campbell, 720 South Riverside Drive, New Smyrna Beach, Florida 32168.

Request: A dock easement agreement to allow for renovations to an existing single-family standard residential dock located along the east side of South Riverside Drive across from property addressed as 720 South Riverside Drive. See the attached location map and aerial map as **Exhibits A** & **B**.

Parcel Number: 7441-38-07-0420

Exhibits used in this report:

Exhibit A: Location Map
Exhibit B: Aerial Map
Exhibit C: Survey
Exhibit D: Dock Plans
Exhibit E: Signed Dock Easement Agreement

Findings:

The upland property that is located between the paved right-of-way and the Indian River along South Riverside Drive is claimed by the City of New Smyrna Beach as a dedicated right-of-way, including all riparian rights and littoral rights per the Andrews Property New Smyrna Subdivision Plat of 1895.

A survey of the property including the current dock structure is attached as **Exhibit C**. The proposed dock structure is attached as **Exhibit D**. For property owners that border the west side of South Riverside Drive that wish to install a single-family dock, the City requires an approved Dock Easement Agreement. See **Exhibit E**.

This agreement is required for property owners to install or renovate a single-family dock and conveys the property owner certain easements, including riparian rights to obtain a

sovereignty submerged land lease from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida or a single-family dock permit from the Florida Department of Environmental Protection.

The property owner, if this agreement is approved by the City Commission, will have to obtain a building permit from the City Building Department and any other permits required by the Florida Department of Environmental Protection, U.S. Army Corps of Engineers, and Volusia County Manatee Protection Department. The City Building Department will verify via the permit process, that the proposed dock will meet the Land Development Regulations, Section 803.04, the Florida Building Code as adopted, and the National Electric Code as adopted.

Recommendation:

The Planning Department recommends the City Commission to **approve** the proposed Dock Easement Agreement.

Fiscal Analysis:
N/A

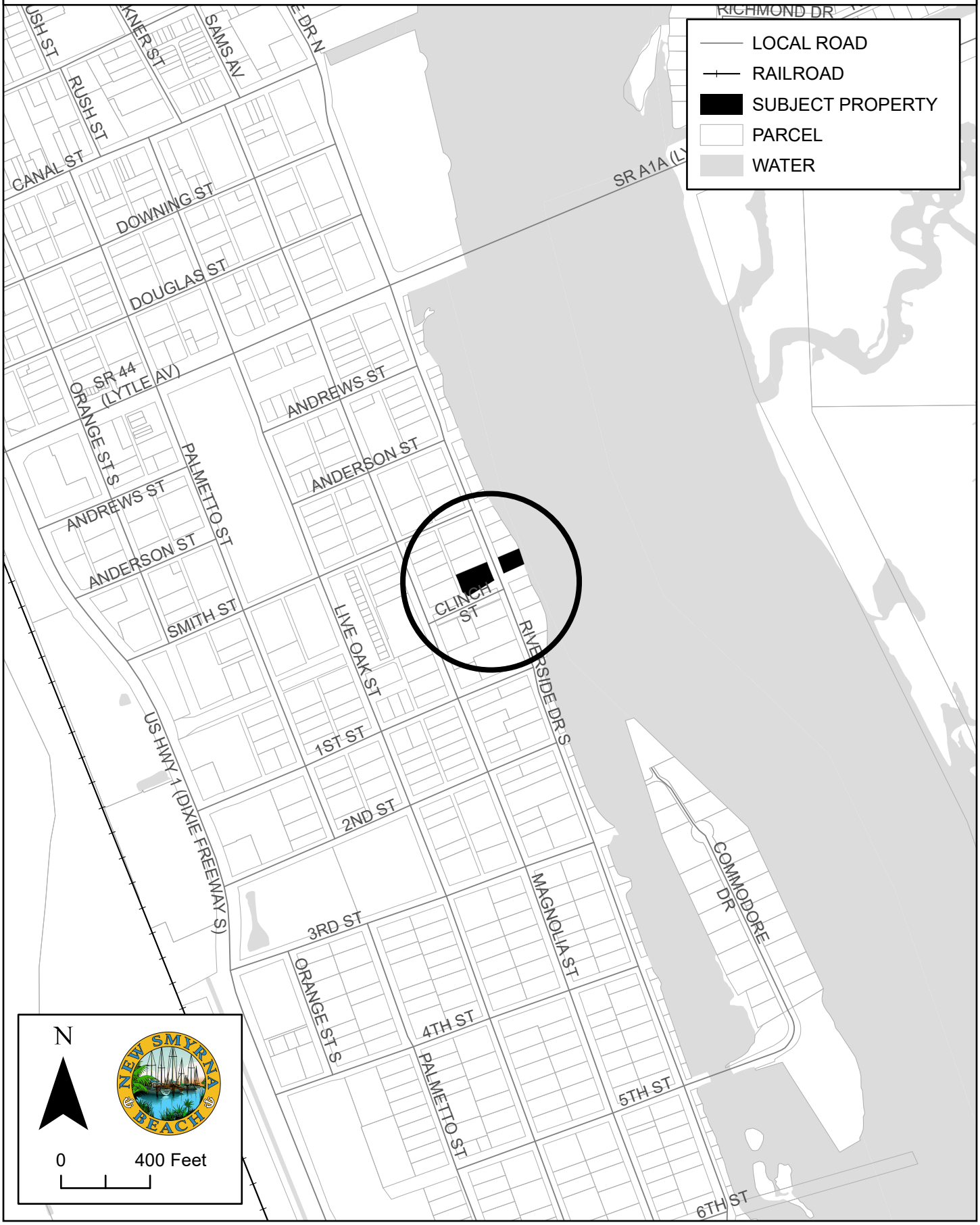
Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Survey.pdf
Exhibit D Dock Plans.pdf
Exhibit E Dock Easement Agreement.pdf

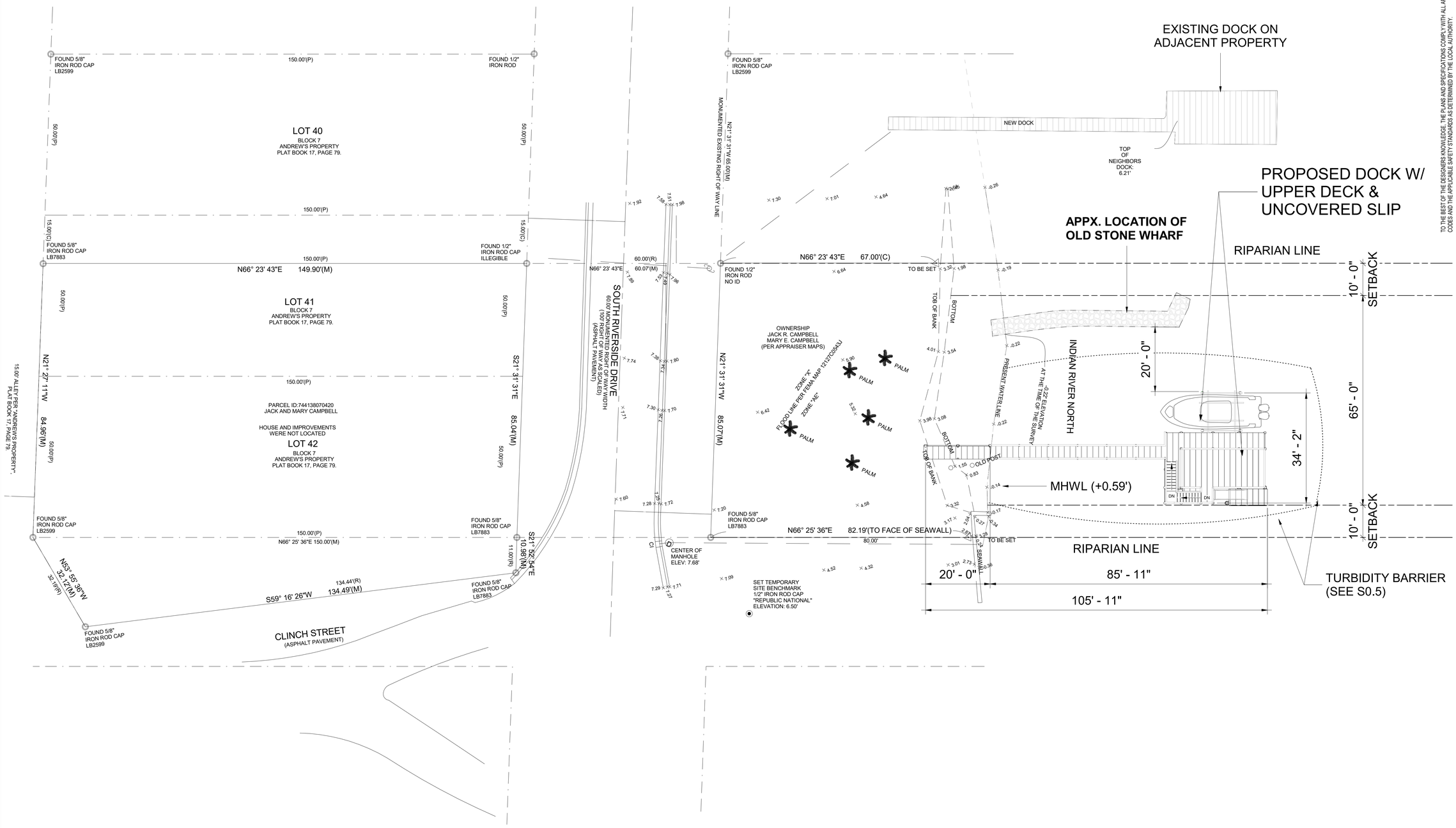
DP-05-2026: 720 S. RIVERSIDE DRIVE
PARCEL: 7441-38-07-0420 LOCATION MAP



DP-05-2026: 720 S. RIVERSIDE DRIVE
PARCEL: 7441-38-07-0420 AERIAL MAP



Exhibit C



1 SITE PLAN
1 : 170

WATERWARD DOCK AREAS:

- LOWER DOCK = 660 SF.
- UPPER DECK = 340 SF.

TO THE BEST OF THE DESIGNERS KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH ALL APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY.

SECAD

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For City/County use only

Engineer's stamp

Williams Engineering PLC
FL CA # 54877
931 S. Ridgewood Ave. Suite B-4
Edgewater, FL 32132
Phone: (386) 427-8431

Client Approval

Signature:

Date:

Client approval required prior to permitting and production. Changes requested by the client after approval shall be made by **Change order only.**

CAMPBELL RESIDENCE SINGLE FAMILY DOCK

720 S. RIVERSIDE DR.
NEW SMYRNA BEACH 32168

SITE PLAN

No.	Description	Date

Project number

A0.2

Date Started	04.14.2025
Drawn by	SECAD
Checked by	AK
Scale	As indicated

Campbell Single Family Dock
720 S. Riverside Dr.
New Smyrna Beach, FL 32168
Parcel ID # 744138070420

Exhibit D



3D Rendering



Vicinity Map

New Dock Build

SCOPE OF WORK:

- NEW DOCK BUILD - PILES/FRAMING/DECKING
- ALL TO BE MARINE GRADE LUMBER & STAINLESS STEEL FASTENERS
- COMPOSITE DECKING
- FLOATING DOCK & GANGWAY
- INSTALL (X1) BOATHOUSE LIFT & (x1) UNCOVERED LIFT (8K & 16K LBS. CAP.)
- ELECTRICAL & PLUMBING SCOPE BY OTHERS

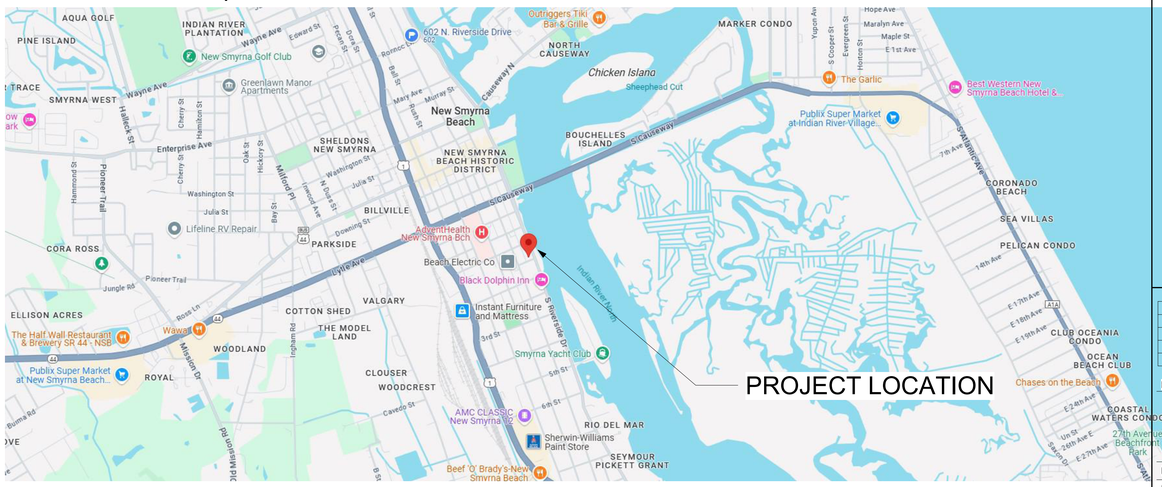
DESIGN STATEMENT: 720 Riverside Drive, New Smyrna Beach FL

THIS DRAWING MEETS THE STRUCTURAL
REQUIREMENTS OF A.S.C.E. 7-22 AND THE
2023 FLORIDA BUILDING CODE, Building, 8th Edition USING ALLOWABLE STRESS DESIGN (ASD)

DESIGN WIND SPEED – V_{ult} - 140 MPH $V_{asd} = V_{ult}(0.6)^{0.5}$ – 108.44 MPH
RISK CATEGORY I
EXPOSURE CATEGORY D
ROOF/MEAN HEIGHT 30' (or less)
HIP ROOF 7^0 - 20^0
BUILDING OPEN
INTERNAL PRESSURE COEFFICIENT +/- 0%

THE MINIMUM DESIGN PRESSURES FOR M.W.F.R.S.
VERTICAL LOADS +27.74 psf, -42.86 psf
HORIZONTAL LOADS +/-46.65 psf,

THE MINIMUM DESIGN PRESSURES FOR COMPONENTS AND CLADDING
Walls
Zone 4 +34.90 psf, -38.39 psf
Zone 5 +34.90 psf, -48.86 psf
Roof
Zone 1 +/- 38.39 psf
Zone 2 +/- 59.33 psf
Zone 3 +/- 76.78 psf



720 S. RIVERSIDE DR. NSB, FL

Sheet List	
Sheet Number	Sheet Name
A0.1	COVER SHEET
A0.2	SITE PLAN
A0.3	DOCK PLAN
A0.4	UPPER DECK PLAN
A0.5	ELEVATIONS
S0.1	LOWER FRAMING PLAN
S0.2	UPPER FRAMING PLAN
S0.3	SECTION DETAILS
S0.4	DETAILS

TO THE BEST OF THE DESIGNERS KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH ALL APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY.

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Engineer's Seal

Digitally signed by Thomas Williams
Date: 2025.10.21 08:56:56 -04'00'

Williams Engineering PLC
FL CA # 54877
931 S. Ridgewood Ave. Suite B-4
Edgewater, FL 32132
Phone: (386) 427-8431

Client Approval

Signature:

Date:

Client approval required prior to permitting and production. Changes requested by the client after approval shall be made by **Change order only.**

CAMPBELL RESIDENCE
SINGLE FAMILY DOCK

720 S. RIVERSIDE DR.
NEW SMYRNA BEACH 32168

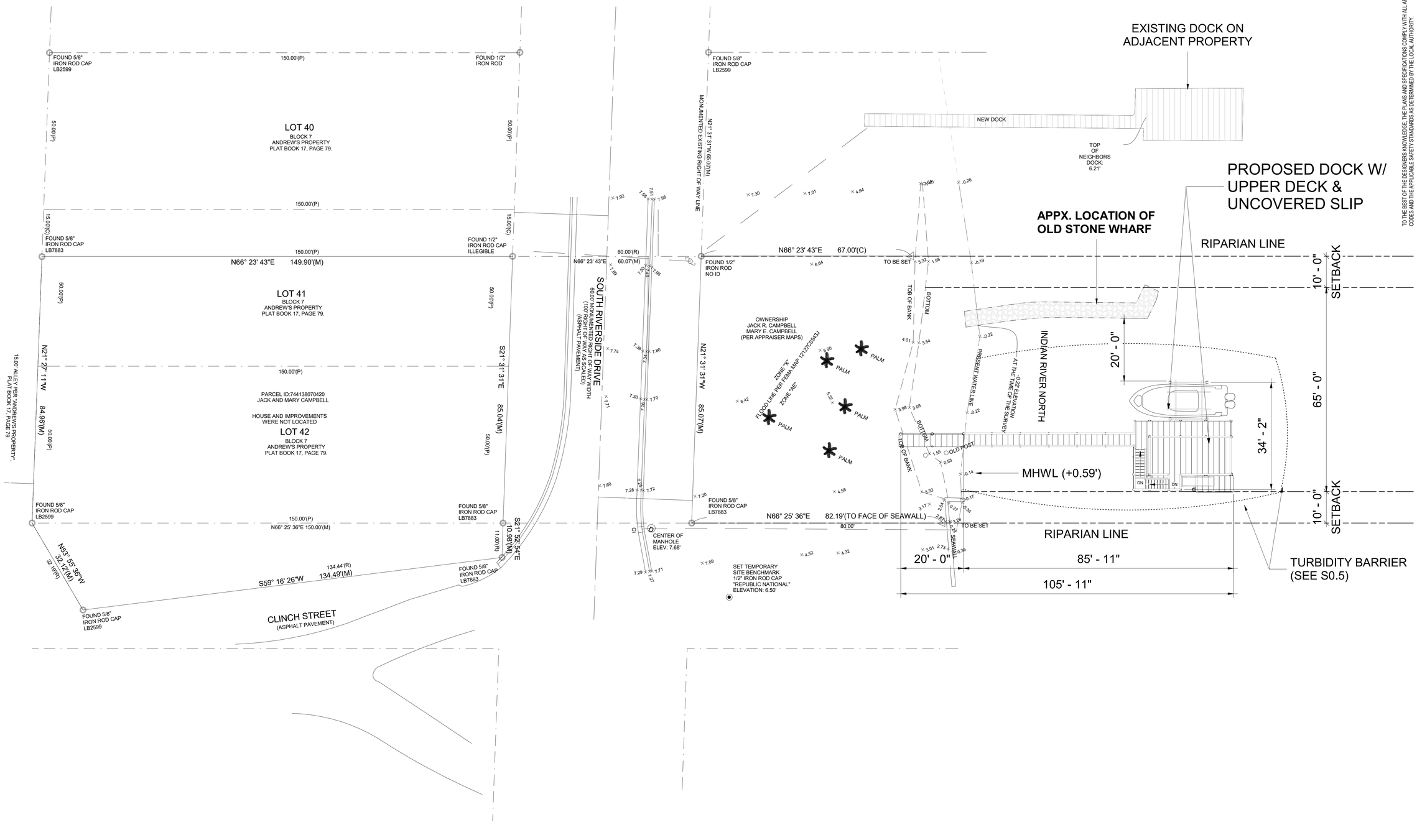
COVER SHEET

No.	Description	Date

Project number

A0.1

Date Started	04.14.2025
Drawn by	SECAD
Checked by	NSB
Scale	



1 SITE PLAN
1 : 170

WATERWARD DOCK AREAS:

- LOWER DOCK = 660 SF.
- UPPER DECK = 340 SF.

TO THE BEST OF THE DESIGNERS KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH ALL APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY.

SECAD

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For City/County use only

Engineer's stamp

Digitally signed by Thomas Williams
Date: 2025.10.21 08:58:21 -04'00'

Williams Engineering PLC
FL CA # 54877
931 S. Ridgewood Ave. Suite B-4
Edgewater, FL 32132
Phone: (386) 427-8431

Client Approval

Signature:

Date:

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CAMPBELL RESIDENCE SINGLE FAMILY DOCK

720 S. RIVERSIDE DR.
NEW SMYRNA BEACH 32168

SITE PLAN

No.	Description	Date

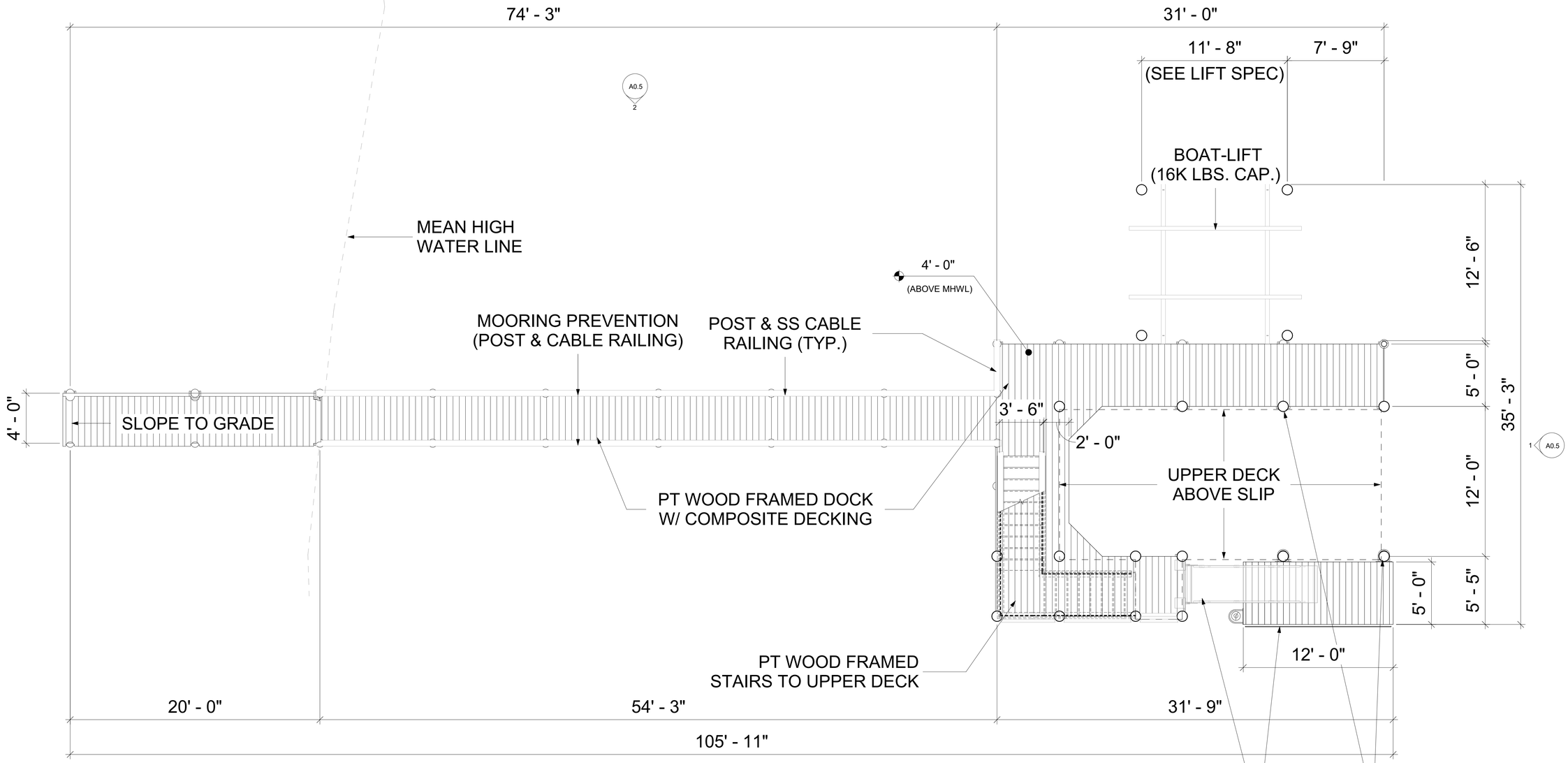
Project number

A0.2

Date Started	04.14.2025
Drawn by	SECAD
Checked by	AK
Scale	As indicated

GENERAL NOTES:

1. PILINGS TO BE DRIVEN/DRILLED OR JETTED TO A MINIMUM OF 1:1 EXPOSURE.
2. ALL PILINGS, FRAMING TO BE MARINE GRADE SOUTHERN YELLOW PINE (WHERE APPLICABLE TREATMENT TO BE 2.5 pcf CCA FOR SALTWATER).
3. ALL DECKING TO BE MARINE GRADE PT WOOD OR COMPOSITE.
4. ALL FASTENERS TO BE MINIMUM GRADE 304 STAINLESS STEEL.



1 LOWER DOCK PLAN
1/4" = 1'-0"

TO THE BEST OF THE DESIGNERS KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH ALL APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY.

SECAD

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Engineer's seal

Digitally signed by Thomas Williams
Date: 2025.10.21 08:58:21 -04'00'

Williams Engineering PLC
FL CA # 54877
931 S. Ridgewood Ave. Suite B-4
Edgewater, FL 32132
Phone: (386) 427-8431

Client Approval

Signature:

Date:

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CAMPBELL RESIDENCE
SINGLE FAMILY DOCK

720 S. RIVERSIDE DR.
NEW SMYRNA BEACH 32168

DOCK PLAN

No.	Description	Date
1	Revision 1	07/04/2025

Project number

A0.3

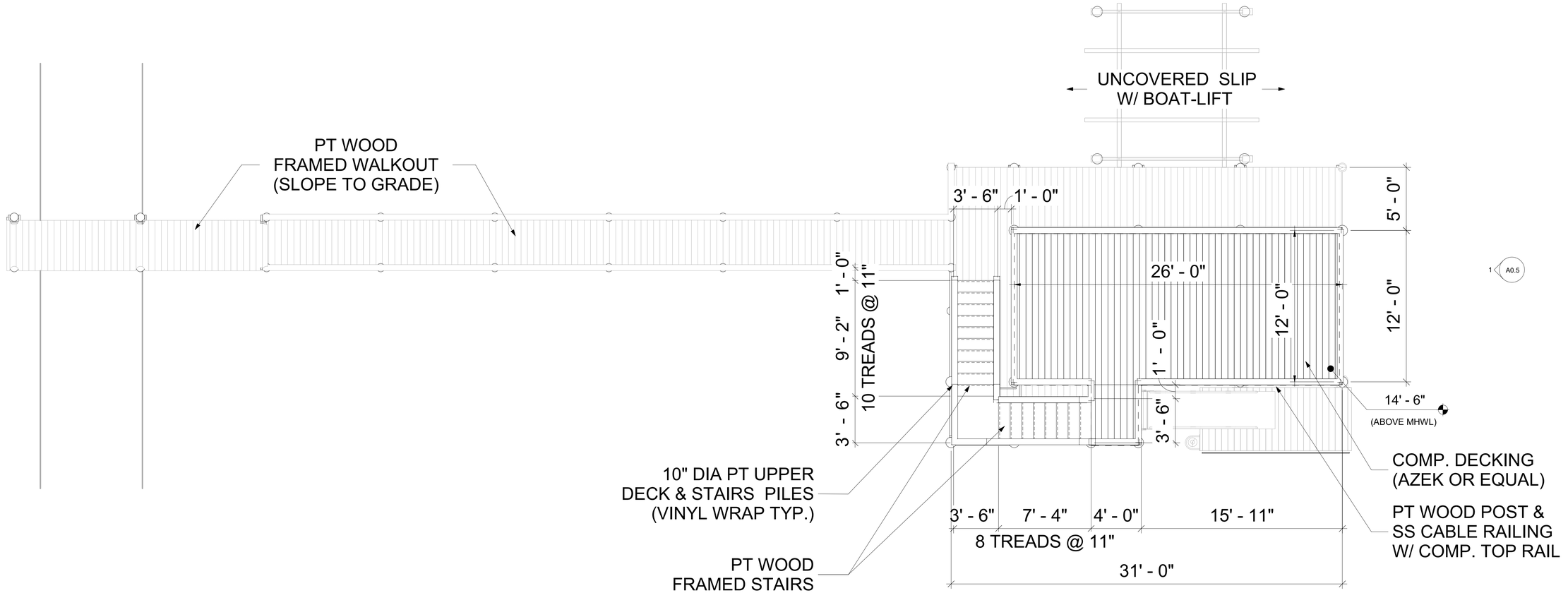
Date Started	04.14.2025
Drawn by	SECAD
Checked by	-
Scale	As indicated

WATERWARD DOCK AREAS:

- LOWER DOCK = 660 SF.
- UPPER DECK = 340 SF.

GENERAL NOTES:

1. PILINGS TO BE DRIVEN/DRILLED OR JETTED TO A MINIMUM OF 1:1 EXPOSURE.
2. ALL PILINGS, FRAMING TO BE MARINE GRADE SOUTHERN YELLOW PINE (WHERE APPLICABLE TREATMENT TO BE 2.5 pcf CCA FOR SALTWATER).
3. ALL DECKING TO BE MARINE GRADE PT WOOD OR COMPOSITE.
4. ALL FASTENERS TO BE MINIMUM GRADE 304 STAINLESS STEEL.



1 UPPER DECK PLAN
1/4" = 1'-0"

SECAD
www.SOUTHEASTCADMARINE.com

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Engineer's seal

Digitally signed by Thomas Williams
Date: 2025.10.21 08:58:21 -04'00'

Williams Engineering PLC
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Edgewater, FL 32132
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CAMPBELL RESIDENCE
SINGLE FAMILY DOCK

720 S. RIVERSIDE DR.
NEW SMYRNA BEACH 32168

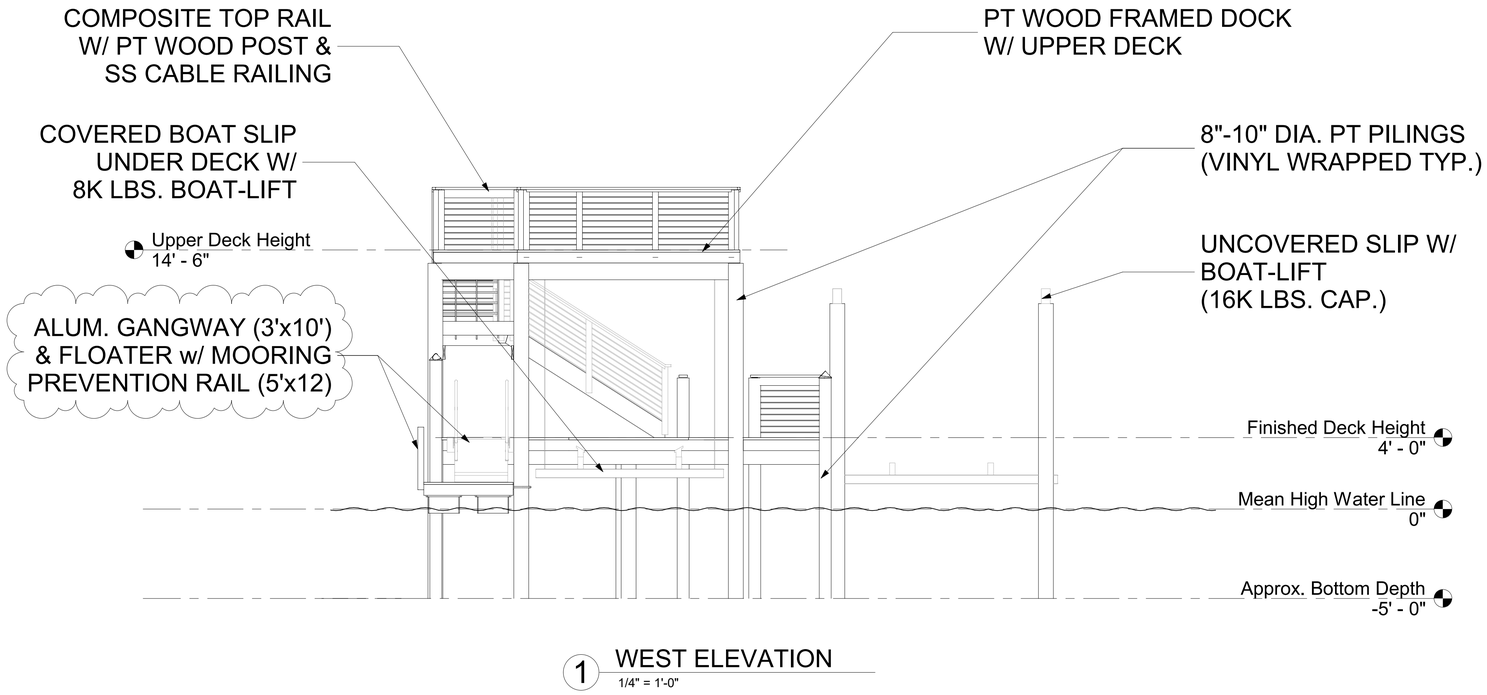
UPPER DECK PLAN

No.	Description	Date

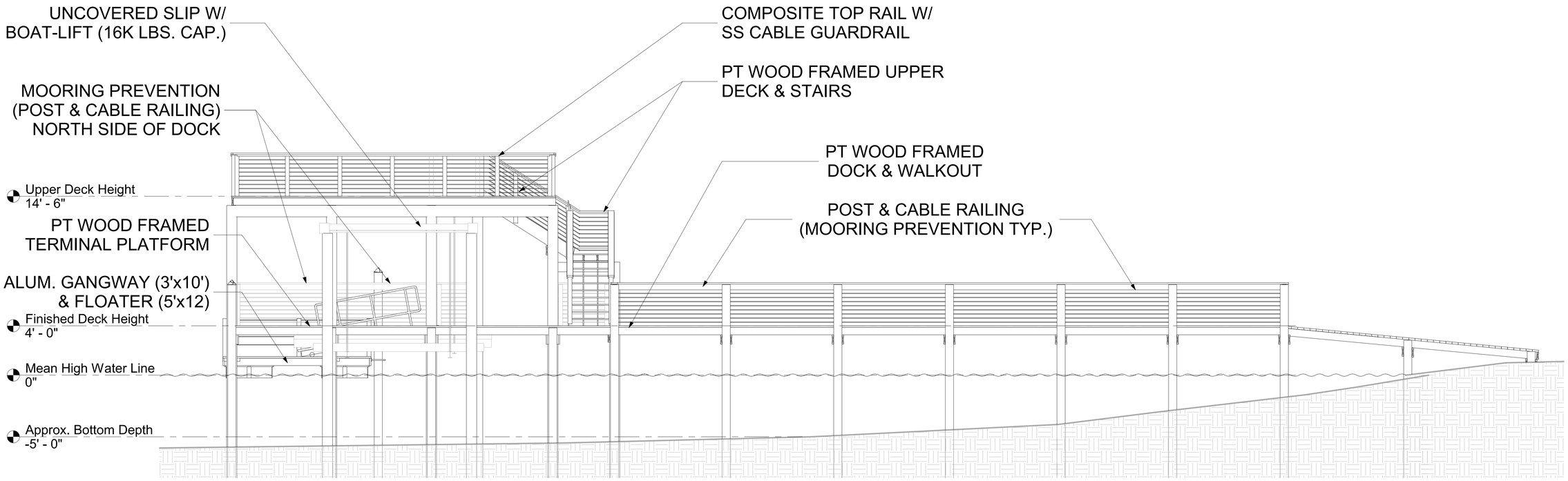
Project number

A0.4

Date Started	04.14.2025
Drawn by	SECAD
Checked by	-
Scale	As indicated



1 WEST ELEVATION
1/4" = 1'-0"



2 NORTH ELEVATION
1/4" = 1'-0"

GENERAL NOTES:

1. PILINGS TO BE DRIVEN/DRILLED OR JETTED TO A MINIMUM OF 1:1 EXPOSURE.
2. ALL PILINGS, FRAMING TO BE MARINE GRADE SOUTHERN YELLOW PINE (WHERE APPLICABLE TREATMENT TO BE 2.5 pcf CCA FOR SALTWATER).
3. ALL DECKING TO BE MARINE GRADE PT WOOD OR COMPOSITE.
4. ALL FASTENERS TO BE MINIMUM GRADE 304 STAINLESS STEEL.

TO THE BEST OF THE DESIGNERS KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH ALL APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY.

SECAD

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Engineer's Seal

THOMAS C. WILLIAMS LICENSE NO. 54877 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Thomas Williams
Date: 2025.10.21 08:58:21 -04'00'

Williams Engineering PLC
FL CA # 54877
931 S. Ridgewood Ave. Suite B-4
Edgewater, FL 32132
Phone: (386) 427-8431

Client Approval

Signature:

Date:

Client approval required prior to permitting and production. Changes requested by the client after approval shall be made by **Change order only.**

CAMPBELL RESIDENCE
SINGLE FAMILY DOCK

720 S. RIVERSIDE DR.
NEW SMYRNA BEACH 32168

ELEVATIONS

No.	Description	Date
1	Revision 1	07/04/2025

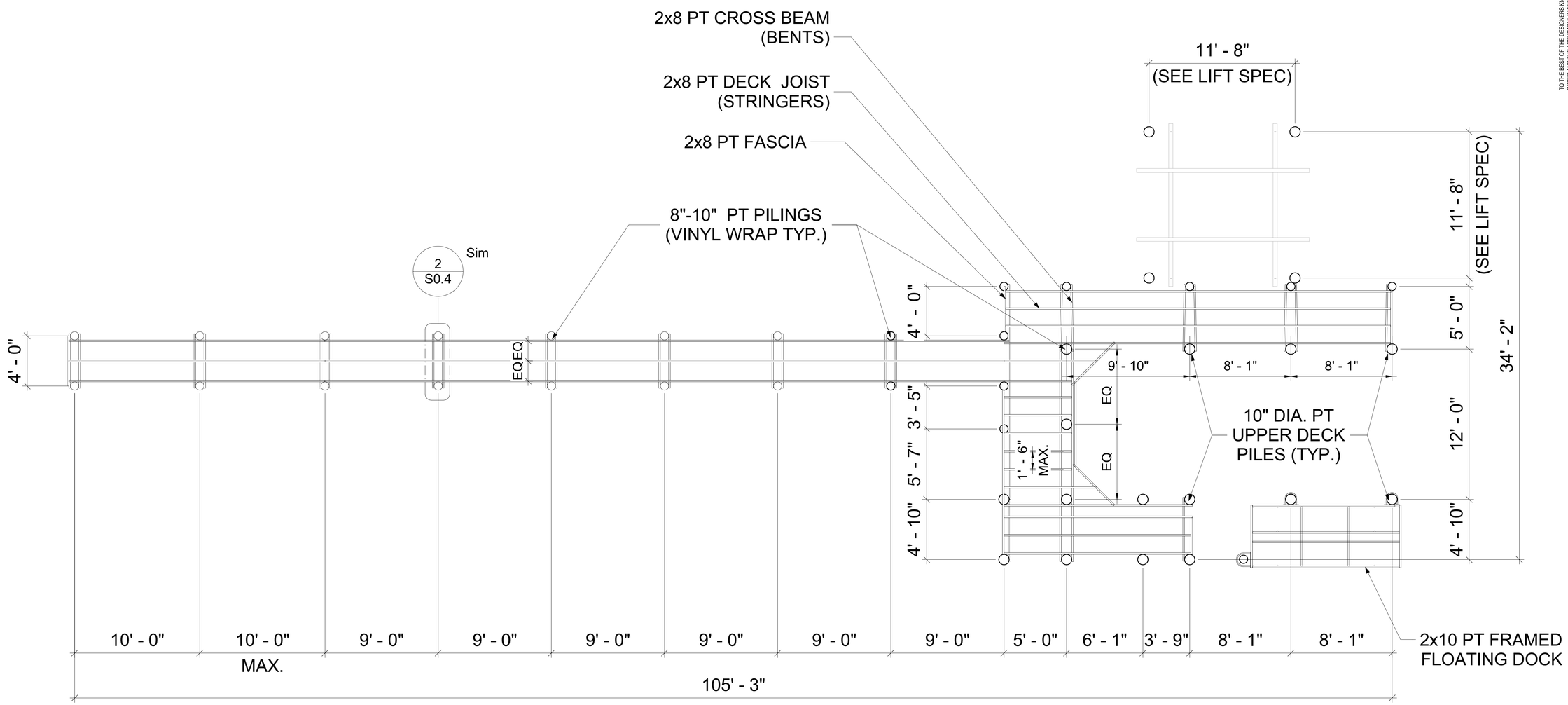
Project number

A0.5

Date Started	04.14.2025
Drawn by	SECAD
Checked by	AK
Scale	As indicated

FRAMING NOTES:

1. ALL PILINGS/FRAMING/DECKING TO BE MARINE GRADE SOUTHERN YELLOW PINE (WHERE APPLICABLE TREATMENT TO BE 2.5 pcf CCA FOR SALTWATER).
2. ALL FASTENERS TO BE MINIMUM GRADE 304 STAINLESS STEEL.
3. ALL DECKING TO BE COMPOSITE.
4. ALL PILINGS TO BE INSTALLED WITH .30"PILING WRAP/SS NAILS
5. PILINGS TO BE DRIVEN /DRILLED OR JETTED TO A MINIMUM OF 1:1 EXPOSURE.



1 FRAMING PLAN - LOWER DOCK
1/4" = 1'-0"

TO THE BEST OF THE DESIGNERS KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH ALL APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY.

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NEW SMYRNA BEACH 32168

LOWER FRAMING PLAN

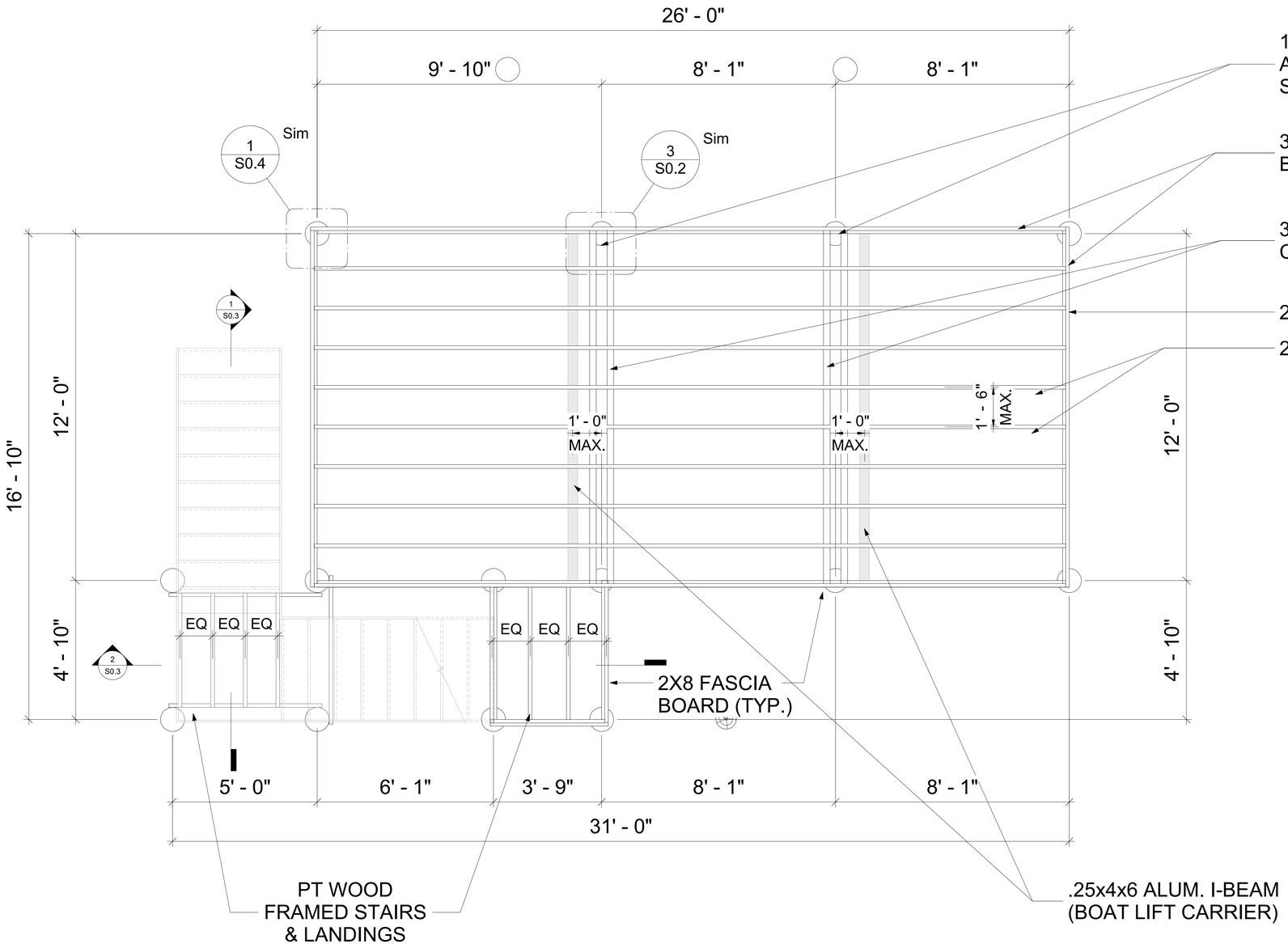
No.	Description	Date

Project number

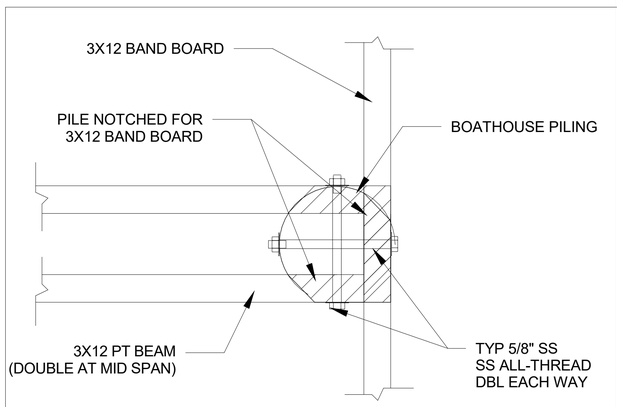
S0.1

Date Started	04.14.2025
Drawn by	SECAD
Checked by	WE
Scale	As indicated

ROOF /FRAMING NOTES:
1.ALL FRAMING/DECKING TO BE MARINE GRADE SOUTHERN YELLOW PINE OR EQUIVALENT
2.ALL FASTENERS TO BE 304 SS GRADE OR HIGHER
3.CONTRACTOR TO DRY IN ROOF AND PREPARE SITE FOR ROOFING CONTRACTOR
4.SIMPSON H 2.5 SS TO BE USED IN ACCORDANCE OF FLORIDA STATE CODE.



1 UPPER DECK FRAMING PLAN
1/2" = 1'-0"



3 DOUBLE UPPER DECK BEAM
SCALE: 1 1/2" = 1'-0"

TO THE BEST OF THE DESIGNERS KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH ALL APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY.

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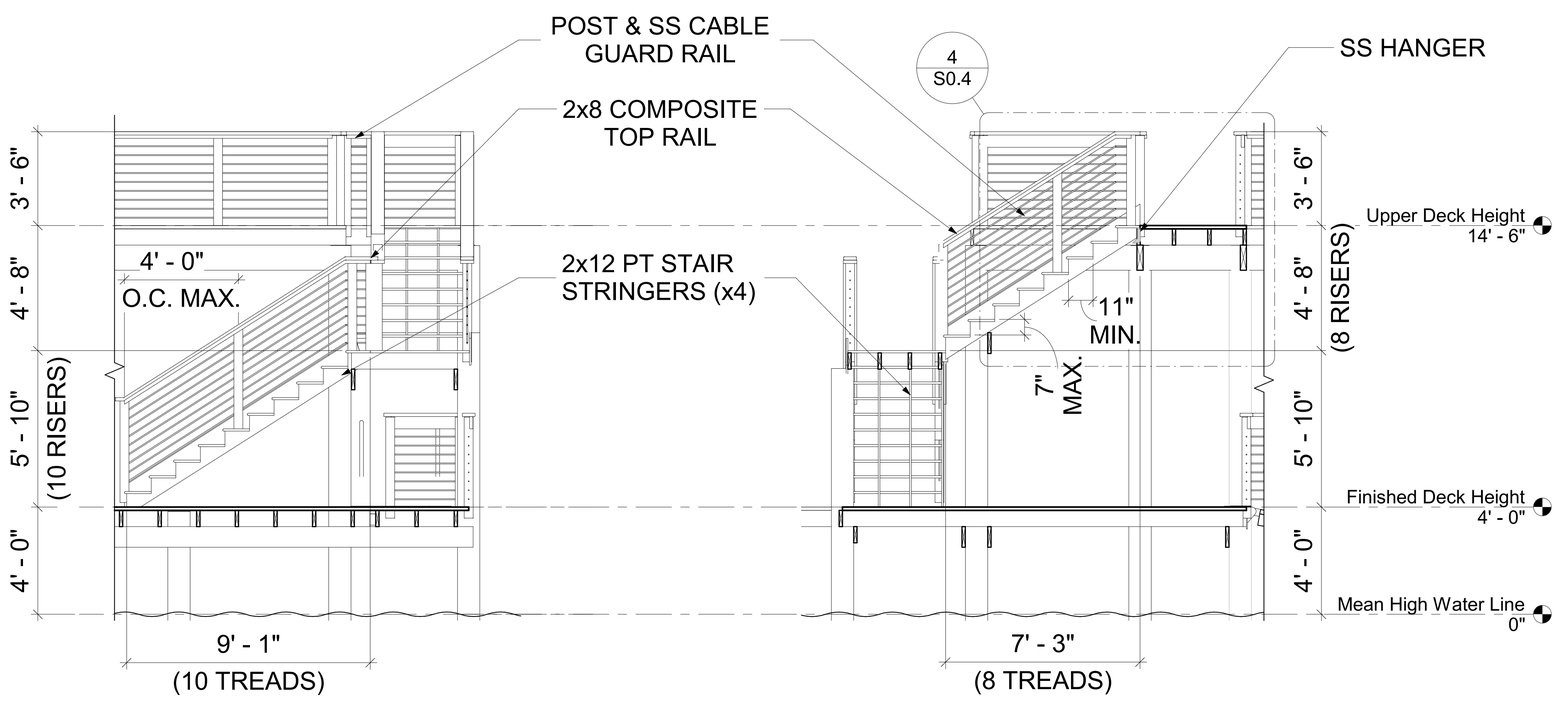
UPPER FRAMING PLAN

No.	Description	Date

Project number

S0.2

Date Started	04.14.2025
Drawn by	SECAD
Checked by	WE
Scale	As indicated

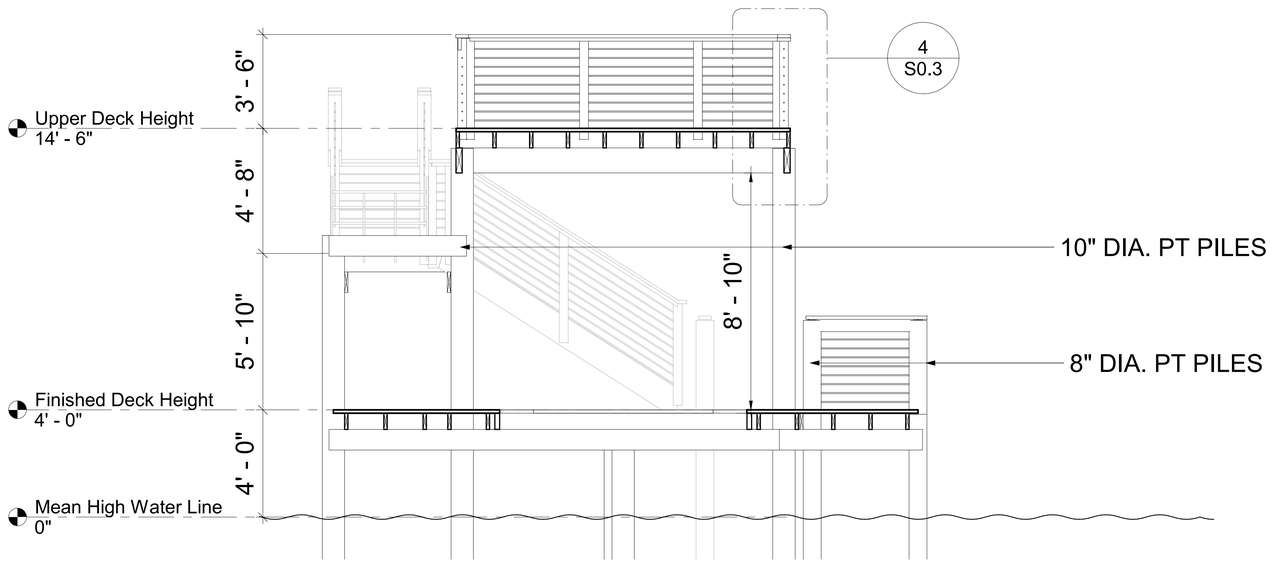


1 STAIRS SECTION 1
3/8" = 1'-0"

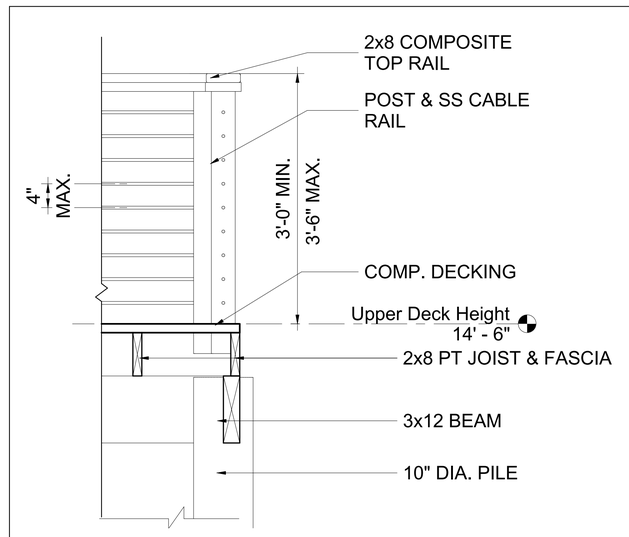
2 STAIR SECTION 2
3/8" = 1'-0"

GENERAL NOTES:

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2. ALL PILINGS, FRAMING TO BE MARINE GRADE SOUTHERN YELLOW PINE (WHERE APPLICABLE TREATMENT TO BE 2.5 pcf CCA FOR SALTWATER).
3. ALL DECKING TO BE MARINE GRADE PT WOOD OR COMPOSITE.
4. ALL FASTENERS TO BE MINIMUM GRADE 304 STAINLESS STEEL.



3 UPPER DECK SECTION
3/8" = 1'-0"



4 UPPER DECK DETAIL
SCALE: 1" = 1'-0"

TO THE BEST OF THE DESIGNERS KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH ALL APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY.

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SINGLE FAMILY DOCK

720 S. RIVERSIDE DR.
NEW SMYRNA BEACH 32168

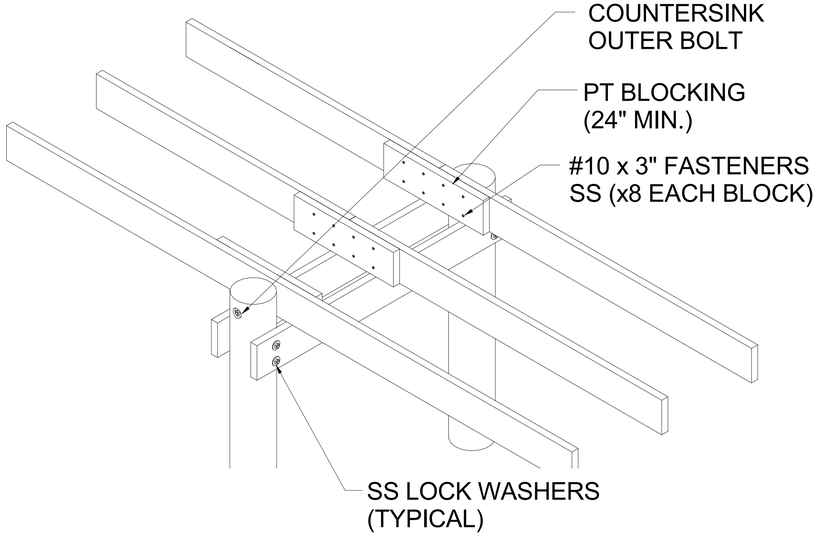
SECTION DETAILS

No.	Description	Date

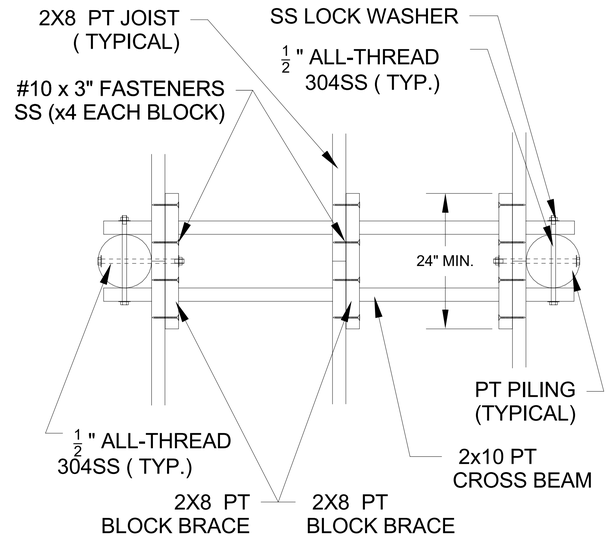
Project number

S0.3

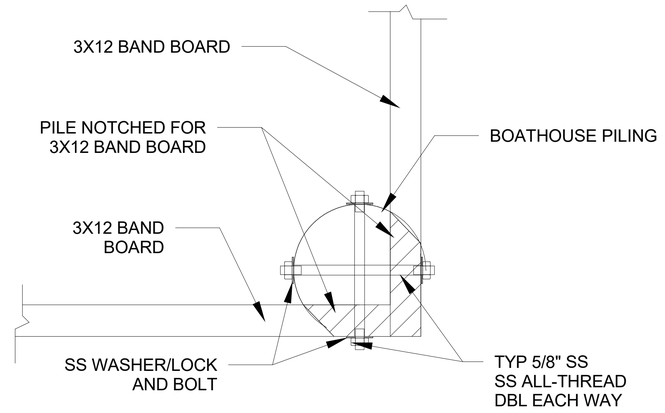
Date Started	04.14.2025
Drawn by	SECAD
Checked by	WE
Scale	As indicated



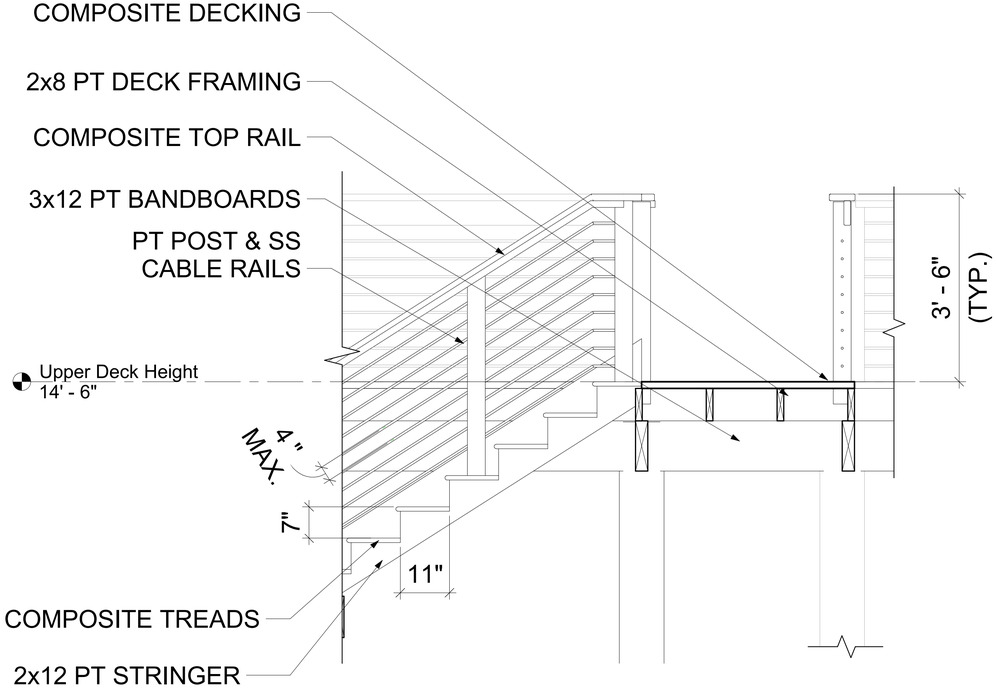
3 | TYPICAL BRACING BLOCKING DETAIL | SCALE: NTS



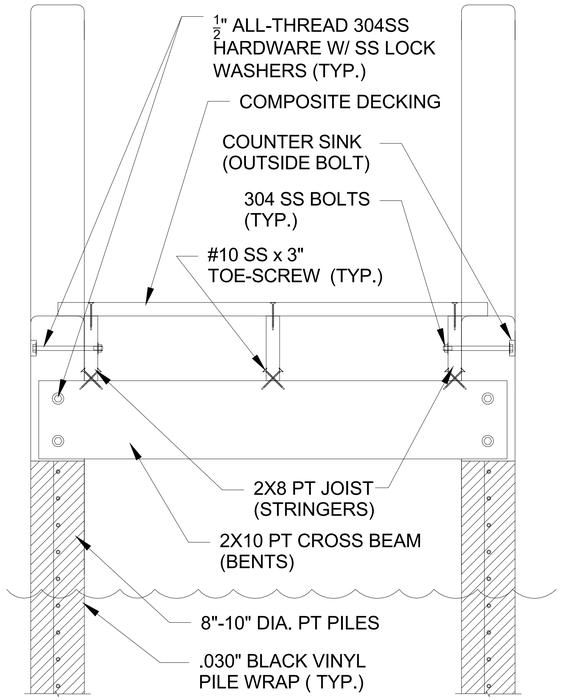
2 | TYP. BRACING/FRAMING DETAIL | SCALE: NTS



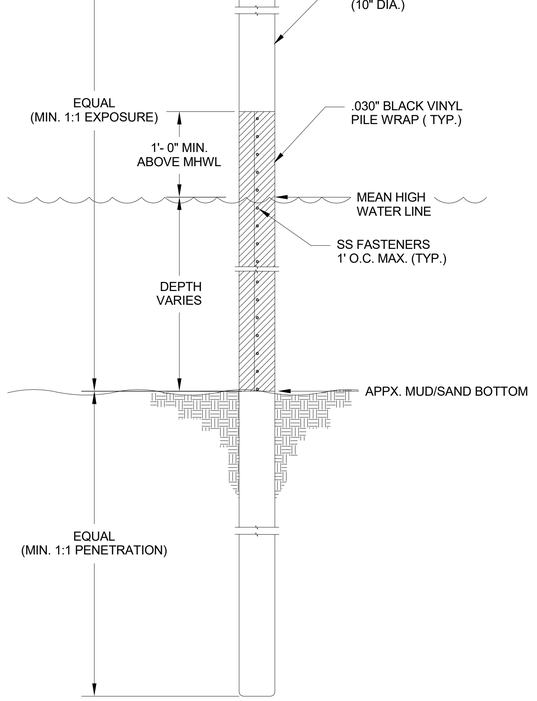
1 | BANDBOARD DETIAL | SCALE: NTS



4 | ENLARGED STAIR SECTION | SCALE: 3/4" = 1'-0"



5 | TYPICAL WALKOUT SECTION | SCALE: 1 1/2" = 1'-0"



6 | PILE WRAP DETAIL | SCALE: 1" = 1'-0"

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CAMPBELL RESIDENCE
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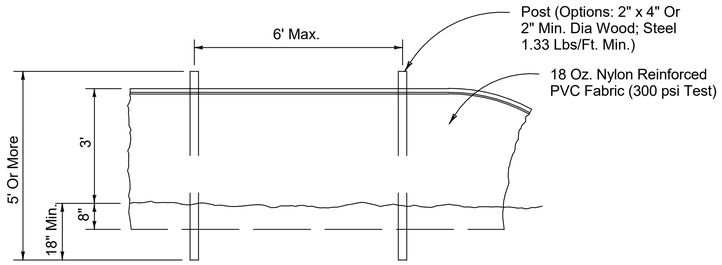
DETAILS

No.	Description	Date

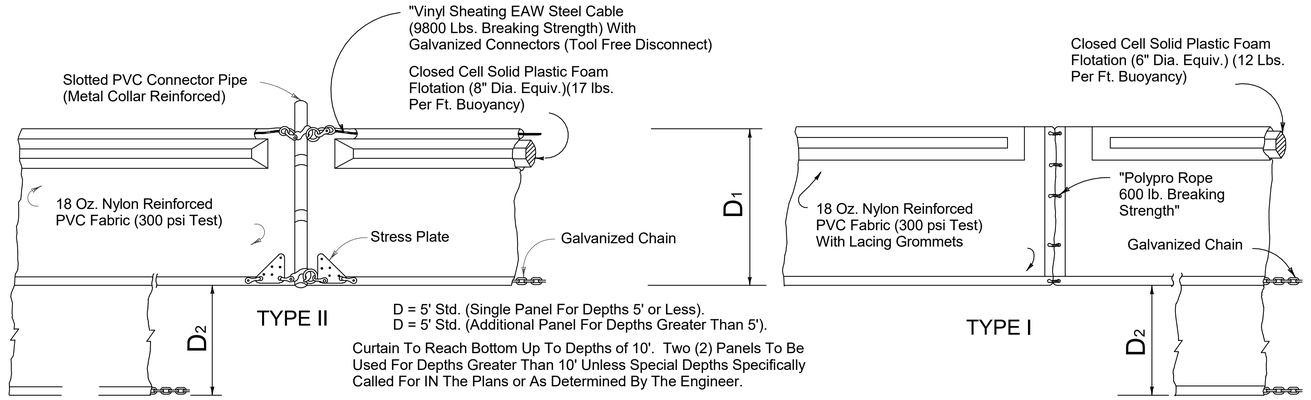
Project number

S0.4

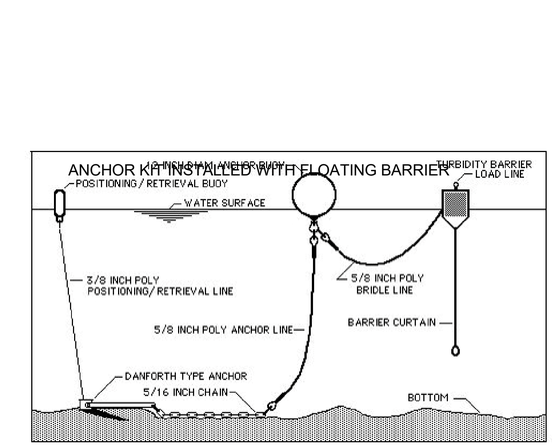
Date Started	04.14.2025
Drawn by	SECAD
Checked by	WE
Scale	As indicated



STAKED TURBIDITY BARRIER



FLOATING TURBIDITY BARRIER



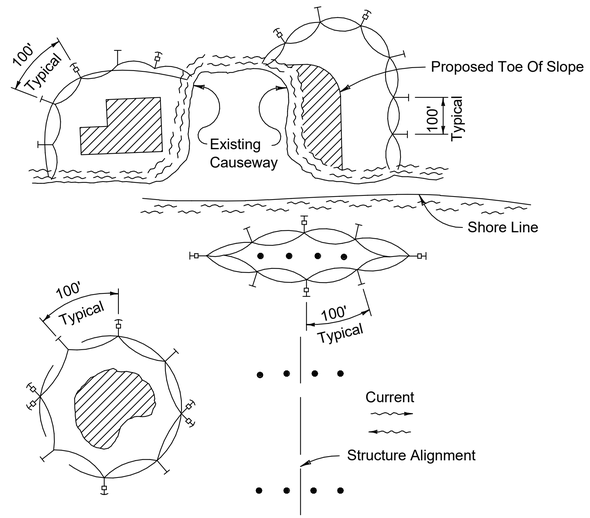
INSTALLATION INSTRUCTIONS

To install an Anchor Kit on one side of Floating Turbidity Barrier, Type 2 or 3:

1. Attach the LOAD LINE to the cable loop in the end of the top tension cable of the barrier, using the SHACKLE at the end of the load line.
2. Back boat away from the barrier and drop the ANCHOR BUOY into the water.
3. Slowly back further away from the barrier while paying out all of the ANCHOR LINE, carefully lower the ANCHOR over the side, and lower the anchor with the POSITIONING/RETRIEVAL LINE until it settles onto the bottom.
4. Hold the POSITIONING/RETRIEVAL BUOY, slowly back away further until the barrier is in the desired position, and drop the POSITIONING/RETRIEVAL BUOY into the water.

To remove an Anchor Kit: Grab the POSITIONING/RETRIEVAL BUOY and lift the LINE until ANCHOR is dislodged from bottom. Retrieve the entire Anchor Kit and detach from the barrier.

© 2007; Aer-Flo, Inc.



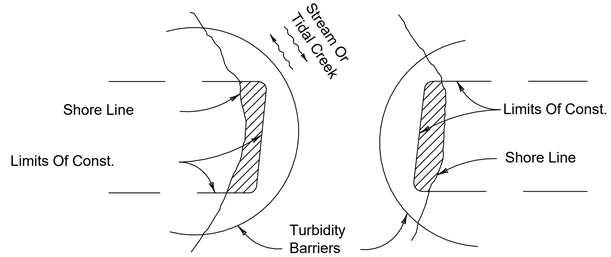
NOTES:

1. Turbidity barriers are to be used in all permanent bodies of water regardless of water depth.
2. Number and spacing of anchors dependent on current velocities.
3. Deployment of barrier around pile locations may vary to accommodate construction operations.
4. Navigation may require segmenting barrier during construction operations.

TURBIDITY BARRIER APPLICATIONS

LEGEND

- Pile Locations
- Dredge Or Fill Area
- Mooring Buoy w/Anchor
- Anchor
- Barrier Movement Due To Current Action



Note:
Turbidity barriers for flowing streams and tidal creeks may be either floating, or staked types or any combinations of types that will suit site conditions and meet erosion control and water quality requirements. The barrier type(s) will be at the Contractors option unless otherwise specified in the plans, however payment will be under the pay item(s) established in the plans for Floating Turbidity Barrier and/or Staked Turbidity Barrier. Posts in staked turbidity barriers to be installed in vertical position unless otherwise directed by the Engineer.

TO THE BEST OF THE DESIGNERS KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH ALL APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY.

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CAMPBELL RESIDENCE
SINGLE FAMILY DOCK

720 S. RIVERSIDE DR.
NEW SMYRNA BEACH 32168

TURBIDITY BARRIER

No.	Description	Date

Project number

S0.5

Date Started	04.14.2025
Drawn by	SECAD
Checked by	NSB
Scale	12" = 1'-0"

1 TURBIDITY BARRIER DETAILS SCALE: NTS

DOCK EASEMENT AGREEMENT

THIS DOCK EASEMENT AGREEMENT is made as of the date set forth below by and between the City of New Smyrna Beach, a Florida municipal corporation (hereinafter "City"), and **Jack and Mary Campbell**, and the successors and assigns in title (hereinafter "Grantee") for the following uses and purposes.

RECITALS:

WHEREAS, the City of New Smyrna Beach was dedicated rights inuring to the public in that certain tract or parcel referenced and known as the Riverside Drive right-of-way, including all riparian and littoral rights attaching thereto, which constitutes all upland real property between the eastern boundary of Grantee's property described in Exhibit "A" (and which is the western boundary of the Riverside Drive right-of-way) and the western shore off the Indian River (hereinafter referred to as the "Property"); and

WHEREAS, Grantee desires to obtain, and City has agreed to convey, certain easements, including riparian rights, to allow Grantee to obtain a sovereignty submerged land lease from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Board of Trustees") for a single family dock permit from the Florida Department of Environmental Protection ("FDEP"), as applicable, and to construct, reconstruct, maintain and use a dock facility attaching to the upland at the west shore of the Indian River; and

WHEREAS, the City may in its discretion permit private encroachments in a right-of-way which are not in denigration of public usage; and

WHEREAS, it has been and will be necessary and convenient to protect and preserve the uplands of both the City right-of-way and the Grantee's property at Exhibit "A" from erosion and other damage by armoring with a bulkhead, rip rap or other form of stabilization; and

WHEREAS, the City is willing to grant this easement for incidental private use of public property in exchange for appropriate protection of the public interest and sufficient contribution of the Grantee to expenses incurred in the improvements and maintenance of the Riverside Drive right-of-way.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration the receipt, adequacy, and sufficiency of which are hereby acknowledged, the City and Grantee hereby covenant and agree as follows:

1. **Recitals:** The recitals set forth above are true and correct, and shall constitute and be construed as an integral part of this Easement Agreement and not merely as recitals hereto.

2. **Grant of Easements:** Grantor hereby grants and conveys to Grantee, following easements (hereinafter the "Easements") over, upon and across the Property:

a. A non-exclusive easement for ingress, egress, and utilities, and including riparian rights, upon, over and across the Property for the purpose of allowing Grantee to construct, reconstruct, maintain, and use a dock structure extending eastward from the west bank of the Indian River using the riparian and littoral right attaching thereto in a location easterly of the Grantee's property located west of Riverside Drive as described on Exhibit "A".

b. Grantee agrees that the dock shall be located, built and maintained in accordance with the survey and plans attached hereto as Exhibit "B." No modifications shall be made without prior amendment to the Easement.

c. Grantee agrees to not interfere or restrict public use of the Property including the riparian and littoral rights attaching thereto lying easterly of the property described in Exhibit "A," except that Grantee may prohibit the public from accessing or using the dock described in Exhibit "B."

d. Grantee agrees to maintain the grounds east of Riverside Drive and any existing bulkhead, rip rap or other form of stabilization. Grantee agrees to pay any construction, reconstruction and maintenance expense for a bulkhead, rip rap or other form of stabilization. Grantee agrees to the City specially assessing and/or liening the property described in Exhibit "A" for such expense in accordance with law.

3. **Purpose of Easements.** The easements granted hereby are for the express purpose of providing Grantee with the necessary riparian rights to the uplands and necessary rights for ingress, egress, utilities, and parking, for the purpose of allowing Grantee to construct, reconstruct, maintain and use a dock facility.

4. **Permit Requirements Acknowledged.** The City and Grantee acknowledge that federal, state, county and City laws and regulations may govern the construction and maintenance of docks and shoreline stabilization and permits may be required. The Grantee agrees to comply with all requirements of law and to obtain all necessary permits prior to and construction or reconstruction of docks or shoreline stabilization.

5. **Maintenance, Repair, and Improvements.** Grantee shall, at its sole cost and expense, timely perform all maintenance, repair, and replacement of the dock facility and at all times maintain the dock facility in a safe, sound and kempt condition.

6. **Covenants Running with the Land.** The easements granted and reserved herein shall be deemed to be covenants appurtenant to and running with the ownership of the Property, or any portion thereof.

7. **Indemnification and Hold Harmless.** Grantee shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City, its successors, assigns, employees, officers, attorneys, and agents (collectively "Indemnified Parties") from and against all claims, losses, damages, personal injuries, (including but not limited to death) or

liability (including reasonable attorney's fees to any and all administrative, trial and appellant proceedings), direct or indirectly arising from, out of, or caused by Grantee, its officers, employees, agents, or contractors, negligent or intentional acts, errors, omissions in the construction, repair and maintenance of the dock facility. The indemnification provided herein shall obligate Grantee to defend, at its expense, or to provide for such defense the option of the City, as the case may be, of any and all claims of liability and all suits and action of every name and description that may be brought against any Indemnified Party arising from or in any way related to this Easement Agreement. In all events the City shall be permitted to choose legal counsel of its sole choice. The fees for which shall be subject to and included with the Indemnification provided herein, as long as said fees are reasonable by local standards.

8. **Term of Easement.** This Easement shall be for a term of 20 years. The City may cancel the Easement during the term of the Easement after notice and hearing before the City Commission upon a finding that the dock unreasonably interferes with public use of the Riverside Drive right-of-way and the riparian and littoral rights attached thereto. Additional terms may extend this easement upon the agreement of the parties.

9. **Termination of Easements.** Grantor shall have the right to terminate the Easements at any time, at the option of Grantor, upon and subject to the earlier of the termination, or natural expiration, of the sovereignty submerged land lease or FDEP permit required for the operation of the dock facility, without any replacement or renewal thereof.

10. **Taxes.** Grantee shall pay all ad valorem taxes and assessments, if any, levied or assessed by any lawful authority against the Easement Property before the same become delinquent, and shall pay all tangible personal property taxes, if any on the dock facility or any other property or equipment owned by Grantee.

11. **General.** All rights, powers and privileges herein reserved and given to either party shall ensure the benefit of and be held by the respective successors, heirs, and assigns of the parties hereto, and likewise, all liabilities and obligations imposed upon each shall be binding upon the respective successors, heirs and assigns of the parties, hereto.

12. **Venue and Choice of Law.** This Easement Agreement shall be construed and interpreted in accordance with the laws of the state of Florida. In the event any litigation to enforce or interpret this Agreement, the parties hereto do hereby agree that the exclusive forum thereof shall be the Circuit Court of Volusia County, Florida.

13. **Partial Invalidity.** The provisions of this Easement Agreement are intended to be independent, and in the event any provision hereof shall be declared by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the remainder of this Easement Agreement.

14. **Headings.** The paragraph headings are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope or content of this Easement Agreement or any provision hereof.

15. **Merger.** No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in this agreement.

16. **Statute of Frauds.** No modification or change of this Easement Agreement shall be valid or binding upon the parties unless in writing, executed by the parties to be bound thereby.

17. **Assignment.** This Easement Agreement shall be binding upon and incur to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, City and Grantee have executed this Easement Agreement effective as of this_____day of_____, 2026.

CITY OF NEW SMYRNA BEACH,
A Florida Municipal Corporation

By:

_____

Mayor

Attest:

_____
City Clerk

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization the _____ day of _____, 2026, by Fred E. Cleveland, and Sharon Taylor-Harding, as Mayor and City Clerk, respectively, of the City of New Smyrna Beach, a Florida Municipal Corporation, on behalf of the City of New Smyrna Beach. They are personally known to me OR produced as identification _____ and did not take an oath.

Notary Public, State of Florida

Type or Print Name: _____

Commission No. _____

My Commission Expires: _____

GRANTEE

Jack Campbell

Witnesses:

Printed Name: Robert Mather

Printed Name: John Baker

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [X] physical presence or [__] online notarization this 29 day of January, 2026, by **Jack Campbell** (Property Owner Name (s), as owner of the property located at **720 S Riverside Drive**, (property Address). He/she is personally known to me OR produced as identification FL DL _____ and did not take an oath.

STEPHANIE FERRARA
Commission # HH 505512
Expires May 2, 2028

Notary Public, State of Florida

Type or Print Name: Stephanie Ferrara

Commission No. HH 505512

My Commission Expires: May 2, 2028

GRANTEE

Mary Campbell

Mary Campbell

Witnesses:

Robert Mathen

Printed Name: Robert Mathen

John Baker

Printed Name: John Baker

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [__] online notarization this 29 day of January, 2026, by **Mary Campbell** (Property Owner Name (s), as owner of the property located at **720 S Riverside Drive**, (property Address). He/she is personally known to me OR produced as identification FLDL _____ and did not take an oath.

Stephanie Ferrara

Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA

STEPHANIE FERRARA
Commission # HH 505512
Expires May 2, 2028

Type or Print Name: Stephanie Ferrara

Commission No. HH 505512

My Commission Expires: May 2, 2028

Approved as to form and correctness.

_____

City Attorney

Date: _____

Exhibit A

LEGAL DESCRIPTION

Address:

720 South Riverside Drive, New Smyrna Beach, Florida 32168

Parcel Number:

7441-38-07-0420

AltKey:

3879431

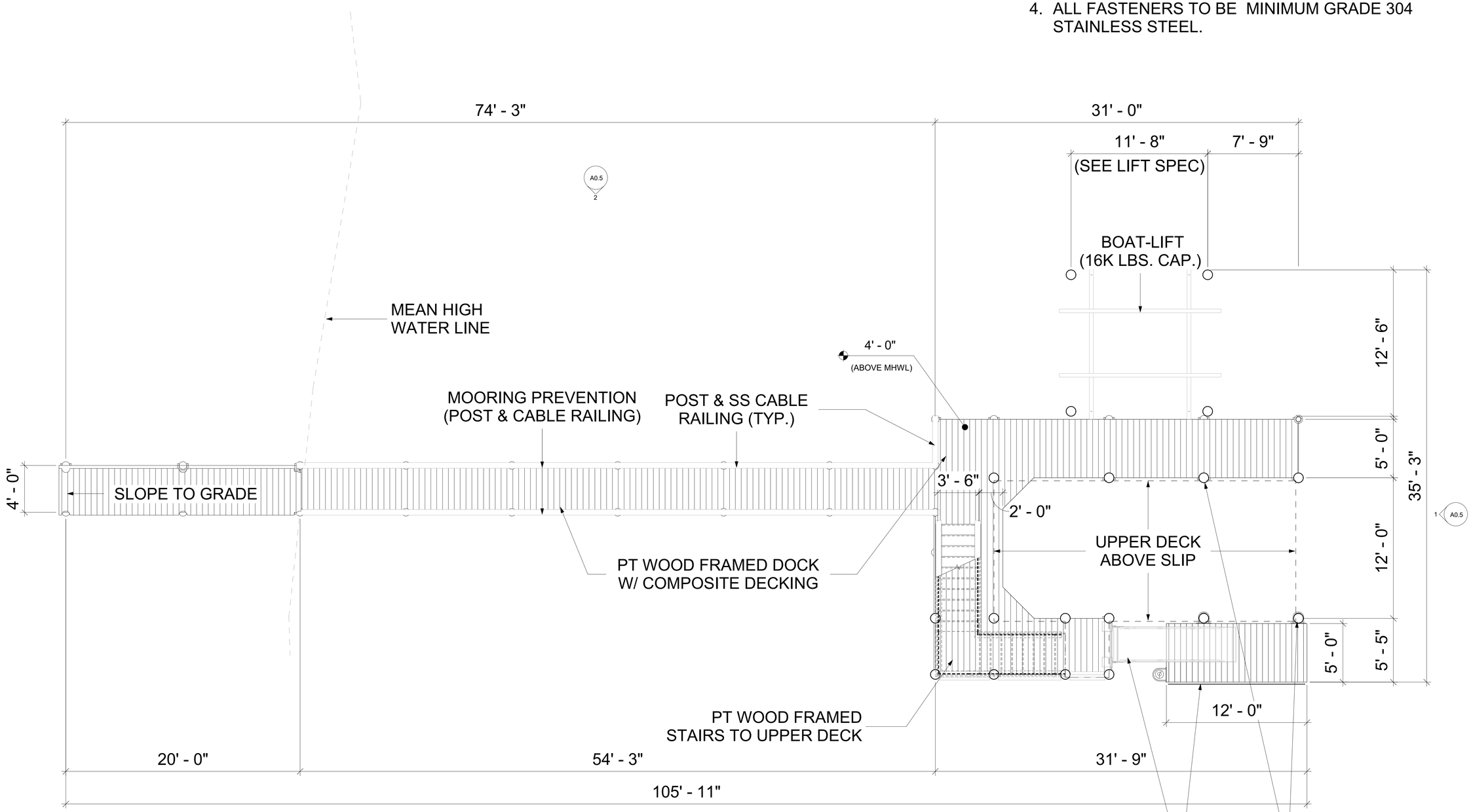
Legal Description by Meets and Bounds:

The Southerly 35 feet of Lot 41 and all of Lot 42, Block 7, Andrews Property New Smyrna, according to the map or plat thereof, as recorded in Map Book 2, Page 68, Public Records of Volusia County, Florida. Also vacated part of Clinch Street.

Exhibit B

GENERAL NOTES:

1. PILINGS TO BE DRIVEN/DRILLED OR JETTED TO A MINIMUM OF 1:1 EXPOSURE.
2. ALL PILINGS, FRAMING TO BE MARINE GRADE SOUTHERN YELLOW PINE (WHERE APPLICABLE TREATMENT TO BE 2.5 pcf CCA FOR SALTWATER).
3. ALL DECKING TO BE MARINE GRADE PT WOOD OR COMPOSITE.
4. ALL FASTENERS TO BE MINIMUM GRADE 304 STAINLESS STEEL.



1 LOWER DOCK PLAN
1/4" = 1'-0"

TO THE BEST OF THE DESIGNERS KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH ALL APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY.

SECAD

www.SOUTHEASTCADMARINE.com

For City/County use only

Engineer Stamp

Digitally signed by Thomas Williams
Date: 2025.10.21 08:56:56 -04'00'

Williams Engineering PLC
FL CA # 54877
931 S. Ridgewood Ave. Suite B-4
Edgewater, FL 32132
Phone: (386) 427-8431

Client Approval

Signature:

Date:

Client approval required prior to permitting and production. Changes requested by the client after approval shall be made by **Change order only.**

CAMPBELL RESIDENCE
SINGLE FAMILY DOCK

720 S. RIVERSIDE DR.
NEW SMYRNA BEACH 32168

DOCK PLAN

No.	Description	Date
1	Revision 1	07/04/2025

Project number

A0.3

Date Started	04.14.2025
Drawn by	SECAD
Checked by	-
Scale	As indicated

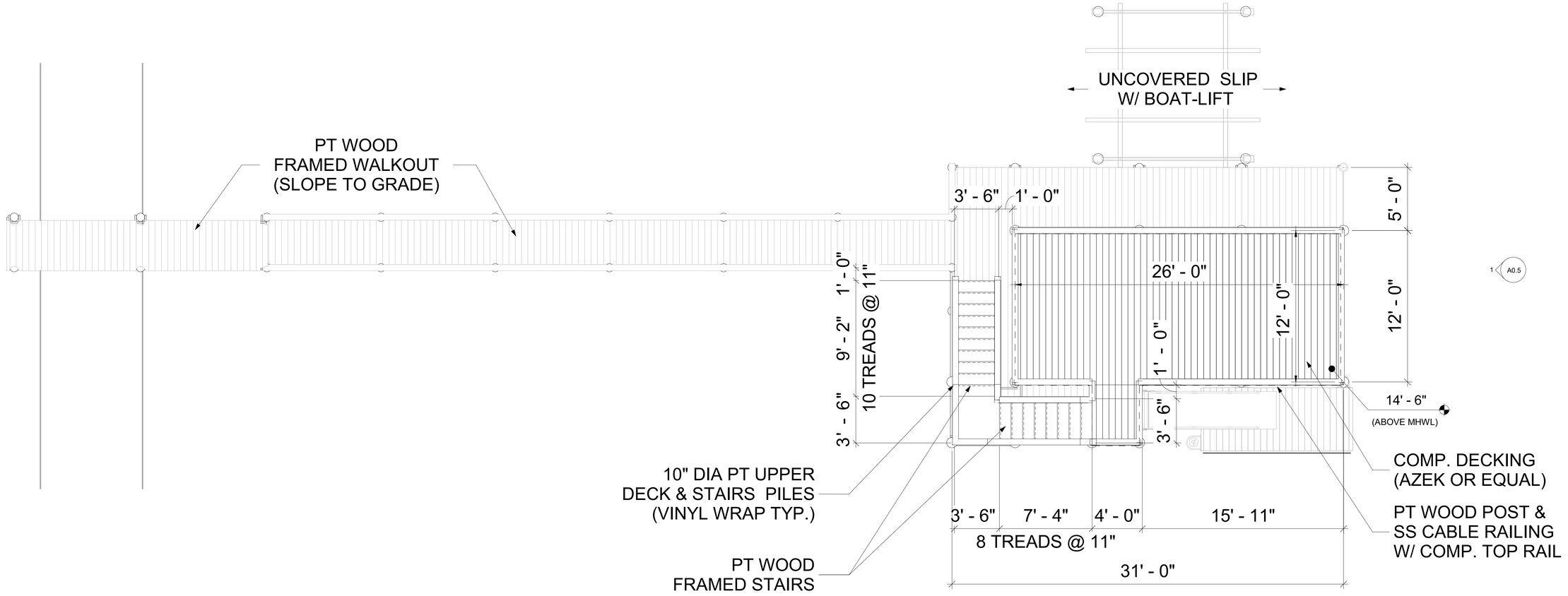
WATERWARD DOCK AREAS:

- LOWER DOCK = 660 SF.
- UPPER DECK = 340 SF.

Exhibit B

GENERAL NOTES:

1. PILINGS TO BE DRIVEN/DRILLED OR JETTED TO A MINIMUM OF 1:1 EXPOSURE.
2. ALL PILINGS, FRAMING TO BE MARINE GRADE SOUTHERN YELLOW PINE (WHERE APPLICABLE TREATMENT TO BE 2.5 pcf CCA FOR SALTWATER).
3. ALL DECKING TO BE MARINE GRADE PT WOOD OR COMPOSITE.
4. ALL FASTENERS TO BE MINIMUM GRADE 304 STAINLESS STEEL.



1 UPPER DECK PLAN
1/4" = 1'-0"

TO THE BEST OF THE DESIGNERS KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH ALL APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY.

SECAD
www.SOUTHEASTCADMARINE.com

For City/County use only

Engineer's stamp

Digitally signed by Thomas Williams
Date: 2025.10.21 08:56:56 -04'00'

Williams Engineering PLC
FL CA # 54877
931 S. Ridgewood Ave. Suite B-4
Edgewater, FL 32132
Phone: (386) 427-8431

Client Approval

Signature:

Date:

Client approval required prior to permitting and production. Changes requested by the client after approval shall be made by **Change order only.**

CAMPBELL RESIDENCE
SINGLE FAMILY DOCK

720 S. RIVERSIDE DR.
NEW SMYRNA BEACH 32168

UPPER DECK PLAN

No.	Description	Date

Project number

A0.4

Date Started	04.14.2025
Drawn by	SECAD
Checked by	-
Scale	As indicated

THE CITY OF NEW SMYRNA BEACH - PUBLIC WORKS

CONSIDER THE APPROVAL OF A RENEWAL OF THE RIGHT OF WAY MAINTENANCE CONTRACT WITH VERDEGO.

February 24, 2026

Background:

In November of 2022, the City Issued a Request for Proposal (RFP) for right-of-way maintenance along SR 44 and US 1, designated City park areas and the pedestrian walking trail. The solicitation separated pricing into three distinct bid sections. At the February 28, 2023, City Commission meeting, the Commission awarded the contract to VerdeGo. The initial term of contract was three (3) years with two (2) optional one (1) year renewal periods.

VerdeGo has demonstrated consistent performance and has met all contractual obligations throughout the current term. Staff has been satisfied with both quality and reliability of services provided. Their responsiveness and adherence to maintenance standards have supported the City's operational needs effectively.

Staff recommends approving the first one-year renewal option with VerdeGo, extending the contract thru March 2027.

Fiscal Analysis:

Funding for this service is included in the approved departmental operating budget.

Strategic Plan Item:

No

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

Attachments:

Renewal Contract with Original Contract and attachements.pdf
VERDEGO COI

CONTRACT RENEWAL
RIGHT OF WAY MAINTENANCE
VERDEGO, LLC

WHEREAS, the City of New Smyrna Beach (City) requested bids for Right of Way Maintenance, via RFP 01-23-MO; and

WHEREAS, the City accepted the bid of Verdego, LLC; and

WHEREAS, the parties desire to enter into the first one-year renewal of the contract Pursuant to the RFP 01-23-MO.

NOW, THEREFORE, THE CITY AND VERDEGO, LLC., AGREE AS FOLLOWS:

1. The City and Verdego, LLC., agree to all the terms and conditions as stated and contained in the initial awarded Agreement, RFP 01-23-MO, including, any/all Attachments, Addenda, and the firm's bid 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 RFP, the RFP Response of the company, and Florida law.

2. The parties agree to the terms of this one-year contract renewal. The effective date of this contract renewal shall be March 7, 2026.

CITY OF NEW SMYRNA BEACH

By: _____

Fred E. Cleveland, Mayor

Date: _____

Verdego, LLC

By: _____

~~T.J. McNitt, President~~
Alan Hall, Vice President

Date: 1/22/26

Attest: _____
Sharon Taylor-Harding, City Clerk

APPROVED AS TO CORRECTNESS AND FORM:

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

END OF CONTRACT

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 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: Verdego, LLC

Authorized Signature: _____ Date: 1/22/26

Printed Name: Alan Hall

Title: Vice President

STATE OF Florida

COUNTY OF Flagler

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 22nd day of January, 2026, by Alan Hall, as Vice President on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

JENNIFER LAURA
MY COMMISSION # HH 476678
EXPIRES: January 7, 2028

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

My Commission Expires: 1/7/2028

VERDEGO, LLC
AGREEMENT FOR RIGHT OF WAY MAINTENANCE

THIS AGREEMENT is made and entered into this 7th day of March, 2023, by and between **VERDEGO, LLC** duly authorized to conduct business in the State of Florida and whose address is 3335 N. State Street, Bunnell, Florida 32110, hereinafter, called "CONTRACTOR," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the **RFP 01-23-MO, Right of Way Maintenance, FOR THE CITY OF NEW SMYRNA BEACH** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between the individual City and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The initial term of this Agreement shall be for three (3) years from the date of the award. After the initial term, this Agreement may be renewed by only the City for two (2) optional, one (1) year periods. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Contractor agrees to perform the services outlined in the advertised solicitation document titled **RFP 01-23-MO, Right of Way Maintenance**, and in the Contractor's submitted Proposal.

The Contractor shall diligently and in a professional and timely manner perform and provide these services. Unless modified in writing by the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the services pertaining to this Agreement.

The City and Contractor agree that there may be certain additional services required to be performed by the Contractor during the performance of the contract that cannot be defined sufficiently at the time of execution of this Agreement. These services shall be authorized in writing as an amendment to the contract and may contain additional instructions or provide specifications upon certain aspects of this Agreement pertaining to the work to be undertaken.

SECTION 4. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR based on their fee schedule provided. Unless otherwise agreed in a Scope of Services, the CONTRACTOR shall invoice the City monthly based upon the CONTRACTOR's fees for services completed during the billing period.

SECTION 5. COMPONENT PARTS OF THE CONTRACT. This Contract consists of the following Contract Documents, all of which are hereby made a part hereof as if herein set out

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

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

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

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

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

ATTEST

Authorized Signature

Alan Hall - VP

Print Name and Title

VerdeGo, LLC

Authorized Signature

TJ McNITT - President

Print Name and Title

Date: 2.17.23

ATTEST

Kelly McQuillen

Kelly McQuillen, City Clerk

CITY OF NEW SMYRNA BEACH

Fred E. Cleveland, Mayor

Date: March 2, 2023

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

Carrie Avallone

Carrie Avallone City Attorney

Dated: 3/7/2023

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/06/2023

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

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

PRODUCER	CONTACT NAME: Tasha Felts, TIIA	
Brown & Brown of Tennessee, Inc. 6 Cadillac Drive, Suite 200 Brentwood TN 37027	PHONE (A/C, No, Ext): (615) 385-2860	FAX (A/C, No): (615) 385-8360
	E-MAIL ADDRESS: tasha.felts@bbrown.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Property Casualty Company of America	25674
INSURED Verdego, LLC 3335 N. State Street Bunnell FL 32110	INSURER B : The Travelers Indemnity Company of Connecticut	25682
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			TC2JGLSA-3P390744-TIL-22	10/01/2022	10/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ]			TC2JCAP-3P390756-TIL-22	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 5,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			CUP-0W036142-22-NF	10/01/2022	10/01/2023	EACH OCCURRENCE AGGREGATE [ ]	$ 10,000,000 $ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-4S050569-22-51-K	10/01/2022	10/01/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Inland Marine			QT-630- 4S014177-TIL-22	10/01/2022	10/01/2023	Leased/ Rented Equip Deductible	$200,000 $1,000

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

Certificate holder is included as Additional Insured on the General Liability, Automobile and Umbrella policies on a Primary and Non-Contributory basis as required by written contract. A Waiver of Subrogation applies on all policies as their interest may be per written contract. A 30 Day Notice of Cancellation applies. The Umbrella policy follows form of the General Liability (including completed operations), Automobile Liability, and Workers' Compensation policies.

CERTIFICATE HOLDER

CITY OF NEW SMYRNA BEACH
210 SAMS AVENUE
NEW SMYRNA BEACH FL 32168

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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RFP 01-23-MO

RIGHT OF WAY MAINTENANCE

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

https://www.cityofnsb.com/

RELEASE DATE: November 18, 2022
DEADLINE FOR QUESTIONS: December 16, 2022
RESPONSE DEADLINE: January 16, 2023, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:
https://secure.procurenow.com/portal/cityofnsb

City of New Smyrna Beach

RFP 01-23-MO

Right of Way Maintenance

I. Public Notice .....
II. Introduction .....
III. General Information .....
IV. Scope of Work .....
V. General Terms and Conditions.....
VI. Instructions for Proposals .....
VII. Evaluation Criteria.....
VIII. Submittal Requirements .....
IX. Fee Proposal.....
X. Contractor Requirements .....

Attachments:

A - Public Records
B - Required City Forms - Non Notarized
C - Required City Forms - Notarized
D - Federal Contract Provisions
E - US1 landscape Improvements
F - SR44 Median Landscaping Plans

I. PUBLIC NOTICE

The City of New Smyrna Beach, Florida (the "City") is requesting proposals from qualified and experienced Contractors to provide Right of Way Maintenance within City limits and along major thoroughfares including State highways.

The bid documents are available through the City's eProcurement Portal found at https://secure.procurenow.com/portal/cityofnsb, document 01-23-MO

End of Advertisement

Publish: Friday, November 18, 2022
Daytona News Journal
www.cityofnsb.com
ProcureNow – https://secure.procurenow.com/portal/cityofnsb/

II. INTRODUCTION

Thank you for your interest in doing business with the City of New Smyrna Beach, Florida.

If you are interested in preparing a response to this solicitation, please read the solicitation in its entirety prior to submitting a response.

Under Chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record, subject to distribution pursuant to the request for records by any interested party.

The awarded Firm(s) must be registered with the Florida Department of State and licensed to do business in the State of Florida.

II.A Summary

The City of New Smyrna Beach (herein after, "City") has issued this Request for Proposals (hereinafter, "RFP") for 01-23-MO Right of Way Maintenance, with the sole purpose and intent of obtaining proposals from interested and qualified Contractors licensed to do business in the State of Florida to perform provide right of way maintenance and other related services as noted in this document, in accordance with all specifications, terms, and conditions contained within the RFP document.

The awarded firm must meet or exceed all terms, conditions and specifications of the CITY. The successful proposer will hereinafter be referred to as the "Contractor".

The term of this contract shall begin on the date the contract is approved by the City of New Smyrna Beach, City Commission (herein after, the "Commission"), signed by all required parties and filed with the City Clerk. The term of the contract shall be three (3) years from the effective date. The City reserves the right to extend the contract for no more than two (2) optional one (1)

year periods. The City shall not honor or consider any price increase, fuel surcharge, or add-on cost during the original three (3) years contract term.

If an award is made it shall be made to the best overall proposer(s) whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP. The City shall not use any other factors or criteria in the evaluation of the proposals received.

II.B Background

The City serves an area of 41.6 square miles in size and serves a population of approximately 30,962. It is located off of Florida's East Coast, in the County of Volusia, just north of Cape Canaveral with easy access to both Interstate 95 and Interstate 4. The City's fiscal year begins on October 1st and ends on September 30th.

The City was created in 1887 by adoption of its first charter, which was replaced through Chapter 224.08, Special Acts of Florida, 1943, and subsequently amended, with the most recent update taking effect January 1, 2021.

The legislative branch of the City is composed of an elected five-member City Commission consisting of the Mayor and four commissioners. The City Commission is governed by the City Charter and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission-appointed City Manager.

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 Coordinator
Email: jvivian@cityofnsb.com
Phone: (386) 410-2600 Ext: 2654
Department:
Purchasing

II.D Timeline

Issue RFP Notice	November 18, 2022
Deadline for Written Questions	December 16, 2022, 5:00pm
Proposal Due Date	January 16, 2023, 5:00pm

Proposal Opening	January 17, 2023, 9:00am Microsoft Teams Meeting Call in (audio only) +1 786-636-1338, United States Phone Conference ID: 322 321 650#
Evaluation of Proposals/Short Listings Completed	January 25, 2023, 10:00am Microsoft Teams Meeting Call in (audio only) +1 786-636-1338, United States Phone Conference ID: 308 383 068#
Recommendation to City Commission	February 14, 2023

III. GENERAL INFORMATION

III.A 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.

III.B Federal and State Tax

The City of New Smyrna Beach is exempt from Federal and State Sales and Use Taxes for tangible personal property. Contractors doing business with the City shall not be exempted from paying sales tax to their Suppliers for materials to fulfill contractual obligations with the City nor shall any Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

III.C Foreign Corporation

In accordance with Section 607.150 of the Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.150, prior to entering into a Contract with the City.

III.D Governing Law/Jurisdiction

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

III.E Joint Ventures

Responders that are intending to submit a bid response as a joint venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Licensing Board and/or any other State or local licensing Agency prior to submitting a bid response. Please refer to Section 489.119 Florida Statutes.

Joint venture firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation for the project.

III.F Judgements/Legal Findings

By submitting this bid for consideration, the Bidder affirms that they currently have no judgements or other legal findings nor have any pending judgments or other legal findings against the company or any of its executives, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this bid. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the City.

III.G 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.

III.H Liability

The City of New Smyrna Beach assumes no responsibility for the cost of preparing this Invitation to Bid. The awarded Bidder(s) 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 requirement of the Purchase Order or 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 Contractor shall hold and save the City of New Smyrna Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or suppliers breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges, and benefits of sovereign immunity.

III.I Minimum Qualifications

Bidders responding to this solicitation must demonstrate experience and qualifications in performing work similar in size and complexity to this project.

Each Bidder must submit the following required information:

A. 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.

B. Evidence of authority to conduct commercial business in the State of Florida. Provide Sunbiz report showing your company is registered with an "Active" status.

C. The Contractor shall obtain all licenses and certificates as may be required by federal, state and local laws, ordinances, rules and regulations for the proper execution and completion of the work specified herein.

D. Contractors are required to be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect their work. Ignorance on the part of the Contractor shall not, in any way, relieve the Contractor from responsibility for compliance with said laws and regulations or any provisions of these documents

E. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.

F. Bonds: Provide applicable bond documents, when required.

G. 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.

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.

III.J On-line Provider Disclaimer

It is recommended that firms register and maintain their registration with ProcureNow at www.ProcureNow.com. This is a third-party vendor that provides a platform to communicate solicitation information to the Public. ProcureNow 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.

III.K Payment

The Contractor shall submit invoices to the City within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a City representative has reviewed and approved the service.

Contractor shall submit payroll VERIFICATION of wages paid to employees and sub-contractors with each monthly invoice submittal.

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all existing and new employees hired by the Contractor during the term of the contract including sub-contractors performing work or providing services.

III.L Protest Procedures

1) Bidders or respondents who do not agree with the City's recommendation for award shall be afforded the opportunity to protest the recommendation by submitting written notice to the Purchasing Division. Bids or proposals not meeting the minimum published requirements, including specifications, scope of service, or required documents, are not subject to protest.

2) Such notice should be given within three (3) business days after the City posts its notice of intent to award.

3) A formal written protest shall be made to the Purchasing Division within five (5) working days after filing the notice of protest, which shall state the grounds for the protest and the action requested.

4) The formal written protest shall include with it a bid protest bond in the amount of one percent (1%) of the estimated contract amount, as provided in Florida Statutes § 287.042(2)(c) and Rule 28-110.005 of the Florida Administrative Code. The notice of protest must be either hand-delivered and date and time stamped by the Finance Department, or sent via Certified U.S. mail, return receipt requested. Failure to file a protest within the time-frame 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.

III.M 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 contractor 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 contractor list."

III.N Requesting the Solicitation Document

The City of New Smyrna Beach Purchasing Department is the official source to obtain information relating to the City solicitations.

All documents regarding this solicitation are posted utilizing an online bid management system, ProcureNow. There is no charge to register with ProcureNow and/or to participate in the solicitation process.

III.O State Registration Requirements

Any corporation submitting a proposal in response to this solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract.

Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations at (800) 755-5111 or visit the following website: (http://www.dos.state.fl.us).

III.P 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.

III.Q Effectiveness and Duration

The term of this contract shall begin on the date the contract is approved by the City of New Smyrna Beach, City Commission (herein after, the "Commission"), signed by all required parties and filed with the City Clerk. The term of the contract shall be three (3) years from the effective date. The City reserves the right to extend the contract for no more than two (2) optional one (1) year periods. The City shall not honor or consider any price increase, fuel surcharge, or add-on cost during the original three (3) years contract term.

The terms and conditions herein the bid document will become part of the contract.

During the term of the 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.

Either party may cancel this agreement, either in whole or in part, by giving at least sixty (60) days prior notice in writing.

III.R Federal Provisions

There may be a need to use the awarded contract before or during a disaster or emergency type situation. If such situations arise, Federal Contract Provisions must be followed and adhered to. During this time, awarded Contractors shall respond to the needs of the City within forty-eight (48) hours.

A copy of the Federal Contract Provisions is provided in Section 11.

III.S Tie Bids or Proposals

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

1. Drug free workplace policy in place.

2. The bidder that has a Business Tax Receipt (BTR) within the City limits.

3. The commodity was manufactured in the State of Florida

4. Florida business as confirmed thru SunBiz.org

5. If one has or had a contract with the City and performance is or was satisfactory. If performance of a tie bidder who has or had a contract with the City and performance is or was not satisfactory, the other tie-bidder is awarded.

6. Timeliness of delivery.

IV. SCOPE OF WORK

IV.A Description of Service

The City of New Smyrna Beach is requesting proposals from qualified and experienced right-of-way maintenance contractors, licensed to practice in the State of Florida, with demonstrated

skills and experience in Right of Way Maintenance along major thoroughfares including State highways.

As described herein, there are a total of three (3) corridors with multiple areas within each corridor. Separate price proposals for each corridor are required. One or more Contractors may be awarded a contract for each individual corridor.

Right of-way maintenance services include, but not limited to: Mowing, edging, trimming, pruning, litter removal, weed control, removal, tree trimming, overall grounds maintenance, mulching, irrigation repairs, and chemical applications for weed control and fertilization.

Upon mutual agreement, additional services may be added on an as need basis throughout the duration of the contract.

IV.B Safety

All work along roadways shall comply with Florida Department of Transportation (FDOT) Maintenance of Traffic (MOT) standards. This includes required signage, reflective vests and required safety gear.

IV.C Identification

The Contractor's employees shall be neat and clean in appearance and shall wear a Contractor provided uniform top with the company logo affixed to it. Pants and shoes should be in good repair, neat and clean for the appropriate type of work being performed.

Company vehicles and equipment shall be kept in good repair. The vehicles and machinery shall have the company name affixed and visible at all times when the equipment is used on City property.

IV.D Unauthorized Personnel

Employees of the Contractor shall not be assisted or accompanied by non-employees at any time on City property.

IV.E FDOT Inspections

FDOT inspections of these areas occur monthly. A written reported is forwarded to the City. The Contractor will be advised of the content of this report when received by the City. A copy of the report will be furnished to the Contractor on request. The Contractor must and will follow guidelines set forth by FDOT. If during an inspection a fault is discovered by FDOT, the Contractor will be notified and must start to repair the deficiency within 24 hours of the notification at no additional cost to the City.

IV.F Equipment/Personnel/Work Plan

Contractor to provide listing of all equipment owned or leased by contractor, including manufacturer's, model number, and age of equipment.

Contractor to provide a proposed Work Plan for covering the areas Contractor is bidding for including the number of employees to be used to accomplish the work.

IV.G Right of Way Maintenance Areas

Right-of-way maintenance is required for the following areas, photos provided in Section 10, Attachments.

1. U.S. Highway 1 Corridor:

A. **U.S. Highway #1:** Area includes from the North City limits at the three bridges to the South City limits at 10th Street including medians and the west and east side rights-of-way along U.S. Highway #1 to the top edge of the ditch slope or 3' beyond the back side of the sidewalk where applicable. The total area is approximately 39.50 acres and 6.60 miles long. Mowing includes mowing up to the fence line on the West side of U.S. Highway 1 at the FEC Rail yard from West Canal South to the concrete plant. The proposal is for Grounds, Trees, Plants and Irrigation Maintenance including annual trimming of all Medjool Date Palms within medians, as well as trimming of all other trees and palms.

B. **North Causeway:** Area is along both sides of the North Causeway, from North Riverside Drive to the North Bridge and includes 6.36 acres (approx. 277,001 sq. ft.). Proposal is for Grounds, Plants, Trees and Irrigation Maintenance on both sides of the Causeway, on the North side from the edge of the pavement to the edge of the north access road pavement including retention areas, also including trimming any roadway or corner view restricting shrubs or trees; and on the South side from the edge of the pavement to the edge of the south access road pavement including trimming any roadway or corner view restricting shrubs and trees, as well as encroachment of tree canopy/plants onto the sidewalk/walking path. Work area also includes maintenance of landscape medians. Note: This area includes retention areas on the North side of the North Causeway, between the North Causeway and East Circle Drive that need to be maintained and vegetation kept trimmed despite challenges with the areas being wet quite often during the year. Only approved aquatic weed control can be used in this area.

C. **West Canal & U.S. 1:** First area is the parking lot located on the north side of West Canal and U.S. Highway 1 to include Grounds Plants, Trees and Irrigation Maintenance. Second area is located on the south side of West Canal and U.S. Highway 1 to include Grounds, Plants, Trees and Irrigation maintenance.

D. **Canal St, Christmas Park, US1 Medians, North Causeway, West Canal Parking Lot Palms:** Trimming of Canary/Medjool Palm trees on Canal Street between US1 and Riverside Dr, Christmas Park, Along US 1 Medians, and the North Causeway.

2. State Road 44 Corridor:

A. SR-44/South Causeway: Area includes from Ocean Gate Blvd. (Walmart) over the Harris-Saxon Bridge then continuing from the east end of the bridge along the South Causeway to 6th Avenue, including medians, and north and south right- of-ways to the top edge of the ditch slope or 3' beyond the back side of the sidewalk where applicable. Keeping sidewalks on both sides along SR44 clear of any obstruction from vegetation. Includes weed control and trash pick-up along the bridge itself and the right-of-way leading to the bridge from both sides. Also includes the pedestrian refuge islands only along South Atlantic Avenue from 6th Avenue to 21st Avenue. The total area is approximately 40.75 acres and is 7.5 miles long. Proposal is for Grounds, Trees, Plants and Irrigation Maintenance and tree trimming and mulching. Trimming all the trees within the medians.

B. Gateway Areas 44/95 and 44/Canal: First area is located along the base of the eastern slope of I-95 along the Northbound exit and entrance ramps and in front of the Gateway Walls at I-95 and S.R. 44 (both sides), to include Grounds, Trees, Plants and Irrigation Maintenance. Second area is located at the intersection of West Canal and S.R. 44 to S.R. Business 44 (West Canal Street) and Wallace Road to include Grounds, Trees, Plants and Irrigation Maintenance. This area includes planting of annuals (flowers) at least 3,100 at both walls, sidewalk area, and tip of island four times per year at the beginning of January, April, July and October. Selection of annuals is coordinated between Contractor and Maintenance Operations Director or Designee. Trim all trees within the gateway areas.

* Important Note: A contract was awarded on October 25, 2022, for the U.S. 1 Highway and SR44 Corridor landscape improvements. This project may or may not be completed prior to awarding a contract for this bid. Plans for the landscape improvements are provided in Section 11, Attachments. This information is being provided as informational only.

3. City Parks Corridor:

A) Multi-Use Trail: This is a multi-use 2.2 mile trail that runs along a power line easement between Pine Street and Sugar Mill Drive, including two trailheads with landscape plantings. Proposal is for Grounds, Plants, Trees and Irrigation Maintenance, and includes keeping trail pavement area clear of vegetation both from weeds from the edge of the grass areas and from any overhead tree limbs or brush. Note: irrigation is in place only at the two trailheads, not throughout the length of the actual trail.

B) City Hall, City Hall Annex (201 Sams Avenue): This is also a high-profile area including City Hall and City Hall Annex. Proposal is for Grounds, Plants, Trees and Irrigation Maintenance. The City Hall location also has two (2) flower planting beds that requires planting annuals quarterly at least 360. Selection of annuals is coordinated between the contractor and the City's Maintenance Operations Director or Designee.

C) Central Fire Station #50: This Fire Station is located at 1400 S.R. 44 and includes approx. 1.7 acres, two (2) retention ponds, and an 11,500 sq. ft. fire station. Proposal is for Grounds, Plants, Trees and Irrigation Maintenance.

D) Police Station & Fire Station #53 (238 & 246 Industrial Park Blvd.): This property includes the City's Police Station and Fire Station, and landscaped property in between the two buildings. Proposal is for Grounds, Plants, Trees, Mulch and Irrigation Maintenance.

E) Brannon Civic Center/Riverside Park (105 – 199 South Riverside Drive): This area (6.963 acres) includes property from the Turnbull Canal next to the Brannon Center south to the end of Riverside Park next to the parking lot area under the SR 44 bridge, including retention area in front of Brannon Center. This is a high-profile riverfront event venue/festival area requiring detailed landscaping services to include: grounds maintenance of St. Augustine turf; minor trimming of property trees to keep aesthetically pleasing, healthy trees throughout the park; and maintaining a 1-foot diameter circle around trees free of weeds. Proposal is for Grounds, Plants, Trees and Irrigation Maintenance.

F) Emory Bennett Park (121 Sams Avenue): This passive pocket park includes 0.317 acres. Proposal is for Grounds, Plants, Trees and Irrigation Maintenance.

G) Old Fort Park (115 Julia Avenue): This archeologically sensitive park includes the ruins of the Old Fort and 2.842 acres. Maintenance at this location includes removal of vegetation/weeds in the Old Fort itself. Proposal is for Grounds, Plants, Trees and Irrigation Maintenance.

H) City Marina (201 N. Riverside Drive): This high-profile property includes the City run marina requiring detailed landscaping services to maintain landscaped beds and grass areas. Proposal is for Grounds, Plants, Trees and Irrigation Maintenance.

IV.H Services to Perform

1. Mowing:

a) St. Augustine grass areas shall be mowed at a height of 3 ½", all other types shall be mowed at 2", weekly.

b) Mower blades shall be kept sharp and balanced at all times to prevent scalping and fraying of the grass.

c) Blowing of debris into the road way shall not be an acceptable way to remove trimmings. If cuttings find their way to the road surface they must be blown back into the median or bagged.

2. Edging and Trimming

a) All paved areas, sidewalks, curbs, medians, walking paths, trails, planting beds, and tree rings shall be edged in conjunction with mowing program to maintain a neat and tailored appearance. All clippings shall be removed from the site. All edged areas shall be swept clean with use of a gas blower. All clippings shall be blown away from the roadway.

b) All areas not accessible by mowers shall be trimmed by weed eating including signposts, valve boxes, utility poles and trees, etc. Weed eaters (string) shall not come in contact with the trunk of any tree. Any damage caused by this action shall be the responsibility of the contractor.

c) The contractor shall keep the area around all irrigation heads clear of grass at all times to allow an uninterrupted stream of water.

3. Pruning

a) Pruning shall be performed as necessary to result in the intended shape designed by the landscape architect. This may have to be done at every site visit depending on the growth cycle of certain plants.

b) Dead plants and dying branches shall be removed as they occur so that health and appearance are maintained at all times.

c) Pruning of trees and shrubs shall be done to alleviate overcrowding and to insure optimum growth and health. This shall be done under the direction of the Maintenance Operations Director or designee. This type of pruning is anticipated to occur at least twice a year, or as needed. Tree trimming within DOT right-of way shall be completed using DOT guidelines. Sagging or hanging palm or tree branches must be removed to keep the line of sight between lanes unrestricted.

d) Spanish moss hanging from trees and plants to be removed at minimum quarterly.

e) Gulf Muhly Grass to be cut four (4) times a year Trimming to occur in January, April, July and October or as agreed upon by the Contractor and Maintenance Operations Director or designee.

f) White Fountain Grass to be cut four (4) times a year. Trimming to occur in January, April, July and October or as agreed upon by the Contractor and Maintenance Operations Director or designee.

g) Palm tree trimming: All trees to be maintained at an 8:00 to 4:00 level until seed pods mature. Then seed pods are removed and trimmed at no more than 10:00 to 2:00 level, to be coordinated with the Maintenance Operations Director or designee, NO HURRICANE CUTS.

4. Details, Chemical/Weeds/Fertilizing

a) Proper watering practices shall be established between the Contractor and the City of New Smyrna Beach Maintenance Operations Department. All government watering restrictions shall apply.

b) An annual pesticide/fertilization program shall be submitted in writing to the Maintenance Operations Director with such program to be implemented by the Contractor.

c) Tree and shrub spraying (minimum of four (4) times per year or as needed if infested), shall include applications of systematic insecticide, fungicide and wetting agent.

d) In addition to regularly scheduled sprayings, the Contractor shall provide additional pesticide sprayings, as necessary, to ensure insect control at no additional cost to the City.

e) Sprayings shall be as such to control disease, damaging insects, nutritional deficiencies and to maintain color and growth.

f) Preventative granular insecticides (1.5% Oftanol or similar product) shall be applied to all surfaces as needed.

g) Fire ants shall be controlled at no additional cost to the City.

h) Contractor shall communicate with the Maintenance Operations Department's Director or Designee PRIOR to all pesticide/fertilizer applications.

5. Weed Control

a) Shrub and planting beds shall be kept weed free throughout the entire maintenance cycle.

b) Hand weeding is required and shall be performed during every scheduled visit to maintain a neat and tailored appearance.

c) Chemical spraying in permitted areas shall be performed periodically to help control persistent weed growth. Herbicide to be used must be approved by the Maintenance Operations Director or Designee PRIOR to application.

6. Fertilizing

Fertilizer shall be applied to lawn, trees, shrubs and groundcover as listed below:

a) All trees and shrubs shall be fertilized two (2) times a year; March and September.

b) A time release fertilizer shall be used on all trees, shrubs and groundcover.

c) All turf areas shall be fertilized three (3) times a year, just prior and during growing season.

7. Spray Schedule

a) Lawn spray six (6) applications: Treatment for aphids, scale, spider mites, caterpillars, sod webworms, mole crickets, chinch bugs, and broad leaf weed control with liquid fertilizer. Shall be applied in the months of January, March, May, July, September, and November.

b) The Contractor shall maintain a current Florida Restricted Pesticide License in Ornamental and Turf or be contracted with a licensed company. The Contractor shall maintain all records as required by this license. The Contractor shall supply the City with any and all records on demand. Contractor shall supply the City with copies of the licenses of any technician/sub-contractor that shall be used to apply chemicals to City property. The Contractor shall maintain all records required by the pesticide license. The Contractor shall provide the City with the list of chemicals and applicator MSDS sheets.

8. Mulching: Contractor shall add approved mulch to any area requested by the Maintenance Operations Director or designee. This shall be an additional expense and shall be billed at an agreed upon unit cost.

9. Irrigation

a) The City's Irrigation Specialist shall coordinate with the selected Contractor to review the existing irrigation system prior to the start of the contract.

b) The Contractor shall be provided with direct control of the irrigation systems. The Maintenance Operations Director or designee shall approve all watering practices in accordance with governmental watering restrictions.

c) Seasonal variations shall be reflected and implemented in the irrigation plan and in keeping with any watering restriction that may be imposed.

d) The Contractor shall repair and be liable for any damage to the structure or irrigation system that occurs as a result of the maintenance process. Irrigation system inspections shall occur during each maintenance visit by the Contractor to ensure proper zone coverage and function of the system.

e) Damage occurring to the system, beyond our control or as an act of God (lightning damage, vehicular damage, etc.) must be reported to the Maintenance Operations Director. The Contractor shall not be liable for the repair. The Contractor may bill the City for such repaired damage as agreed to by the Maintenance Operations Director or designee. Contractor must notify the Maintenance Operations Director or designee if any watering schedule changes or there are any changes to the current equipment.

f) The City reserves the right to supply irrigation supplies as necessary.

10. Trash Removal

a) The Contractor shall remove all trash and debris during each maintenance visit prior to mowing or as needed. This shall apply to all described areas listed above. All trash and debris are to be picked up before each mowing.

b) The Contractor may be called out to pick up twice a month beyond their normal maintenance schedule, at no additional cost to the City. This would be to pick up blowing trash or trash that would be a hazard to motorists as deemed by the City. Litter spill responsibilities for call out are U.S. 1 and S.R. 44.

c) Litter spill response times are prior to 11:00 a.m. - same day pick-up. After 11:00 a.m. – respond by 8:00 a.m. next day.

d) Trash to be dumped at 1292 Turnbull Bay Road.

11. Sidewalks

a) Sidewalks, walking paths and trails must be edged and kept clear of any and all debris including sand build up at all times.

b) Cracks between sidewalks and curbs, sidewalk expansion joints and sidewalk cracks shall be kept weed free and cleaned of sand and debris.

V. GENERAL TERMS AND CONDITIONS

V.A Assignment

The Consultant 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.

V.B Bid/submittal Opening

Electronic bids will remain locked until the time of bid opening. The bid opening shall take place as an online Microsoft Teams video conference which will also be recorded and available to view. Bidders may contact the City's Purchasing Coordinator to obtain information to attend the bid opening.

Bid submittals will be publicly opened by the Procurement Coordinator on the time and date as specified herein. All bids that have been received in a timely manner will be opened, recorded and accepted for consideration. The names of the bidders submitting bids and submitted bid total(s) will be read aloud and recorded.

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws to Public Contracting.

A bid summary of the Bids and major alternates (if any) will be made available within a reasonable time after the opening of Bids.

Multiple Bids received for the same work from an individual, firm or partnership, a corporation or association or other legal entity under the same or different names shall not be considered. If there is reasonable grounds for believing that collusion exists among the bidders, the bids of the participants believed to be in such collusion shall not be considered.

The City reserves the right to reject any and all Bids, to waive irregularities, and the right to disregard any or all nonconforming, unbalanced or conditional Bids or counter proposals. The City may reject, as non-responsive, bid submittals that fail to acknowledge receipt of addenda as prescribed, when the addenda results in a material change. If the City elects to accept a bid which does not acknowledge receipt of an addendum, the bid shall be construed as though the addendum had been received and acknowledged by the Bidder.

Discrepancies between bid sums expressed in words and bid sums expressed in figures shall be resolved in favor of the words. Discrepancies between the sum of any column of figures and the correct sum, shall be resolved in favor of the corrected sum. Discrepancies in the extension of the Unit Price times the estimated quantity for any line item shall be resolved in favor of the correct extension.

V.C 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

V.D Collusion Among Firms

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 proposal submittal 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 this proposal, certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

V.E 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.

V.F Contract Negotiations

After review of the proposals, the City intends to enter into contract negotiations with the selected firm. These negotiations could include all aspects of service and fees. If a contract is not finalized within a reasonable period of time, the City reserves the right to stop negotiations with that firm. The City, in its sole discretion, reserves the right to enter into contract negotiations with the highest rank firm(s) and most responsive and responsible Proposers whose proposals are most advantageous to the City, which may include obtaining a best and final offer from that Proposer.

Before awarding the contract, the City reserves the right to require a firm or individual to submit such evidence of its qualifications as it may deem necessary. The City shall be the sole judge of the competency of the firm or individual. Upon the successful negotiations of an agreement, a formal contract will be prepared and executed by both parties.

V.G Debarred Responders

The City reserves the right to suspend award, withhold award, rescind the award, or forego award to any Responder or Contractor that is found to have been debarred from doing business with the State of Florida or any other public entity.

It shall be at the City's sole determination, as to the desirability of contracting with a Responder or contractor who has been debarred from doing business with any public entity.

V.H Florida Public Records Act

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

Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this RFP 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 Vendor's duty to provide public records relating to this contract, contact the City's custodian of public records, City Clerk, at 386/410-2631, 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.

V.I Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall

constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

V.J Interpretation of Contract

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.

V.K Licenses

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

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

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

V.L Lobbying

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

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

V.M Principals/Collusion

By submission of this Proposal, the undersigned, as Proposer, does declare that the only person or persons interested in this RFP as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this RFP or in the contract to be entered into; that this Proposal is made without connection with any person, company or parties submitting a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

V.N Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

V.O Relation of City

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

V.P Term Contracts

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

V.Q Termination

Termination for Convenience:

The City reserves the right to terminate the Agreement in whole or part at any time without penalty or cause, which termination date shall not be less than thirty (30) days after the date of such written notice. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the City. In the event of termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and delivered to the City. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be the Contractor's sole remedy against the City in the event of termination under this provision.

Termination for Cause or Default:

The City reserves the right to terminate the Agreement in whole or in part due to the failure of the Contractor to comply with any term or condition of the Agreement, including failure to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The City shall provide written notice of the termination and the reasons for it to the Contractor. Upon termination under this provision, all

goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and be delivered to the City on demand. The City may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement. The Contractor shall be liable to the City for any excess costs incurred by the City in re-procuring the materials or services.

Contractor's Right to Terminate:

If the work should be stopped for a period of three (3) months, under any order of any court or public authority, other than by the Owner, through no act of fault of the Contractor or of anyone employed by the Contractor, then the Contractor may, upon thirty (30) days written notice to the Owner, terminate the Contract and recover from the Owner payment for all work executed and any expense sustained plus a reasonable profit thereon.

Force Majeure:

No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God

b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)

c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest

d) Government order or law

e) Actions, embargoes or blockades in effect on or after the date of this Agreement

f) Action by any governmental authority

g) National or regional emergency

h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and

i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic,

shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement.

V.R Single Proposal

Each Proposer must submit, with their bid, the required forms included in this RFP. Only one proposal from a legal entity as a primary shall be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFP.

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

VI. INSTRUCTIONS FOR PROPOSALS

VI.A Proposal Submission

The City of New Smyrna Beach shall be accepting Sealed Proposals to select a qualified consultant for 01-23-MO Right of Way Maintenance to provide right of way maintenance for the City as noted in the document.

Proposals shall be received until Monday, January 16, 2023 at 5:00 pm. Proposals shall be submitted through the City's e-Procurement Portal on standard forms which are furnished with the Request for Proposal documents.

Proposals received after the designated time will not be allowed on the City's eProcurement Portal. Proposal Documents are available on OpenGov Procurement and the City's website (www.cityofnsb.com). For further information, please e-mail the Purchasing Coordinator at purchasing.coordinator@cityofnsb.com.

The City reserves the right to reject any or all Bid Proposals, waive informalities, and the award, if award is made, shall be made to the responsible bidder whose qualifications indicate that the award complies with the prescribed requirements.

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

There is no expressed or implied obligation for the City of New Smyrna Beach to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

VI.B Inquiries and Ambiguity

All questions related to this RFP shall be submitted in writing via the OpenGov Procurement Question/Answer Tab via the City's e-Procurement portal, on or before, 5:00 pm, EST, on Friday, December 16, 2022. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the City shall be the one stated in writing by purchasing.coordinator@cityofnsb.com posted in the City's e-Procurement portal. All questions submitted and answers provided shall be electronically distributed to proposers following this solicitation on the City's e-Procurement Portal.

When asking questions, please be sure to enter each question separately.

VI.C City's Rights

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

There is no expressed or implied obligation for the City of New Smyrna Beach to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

VI.D RFP Opening

Sealed Bid Proposals will remain sealed until the time of opening provided in Section 2. Proposals will be publicly opened, and Proposers names read aloud at that time, via a live video conference which will also be recorded (using Microsoft Teams).

No discussion of the Proposals will occur at this time. Proposals received after the designated time shall not be accepted.

VI.E Proposal Security

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 of ten (10%) percent of the amount of the bid proposal. The contractor shall guarantee the total proposal price for a period of 60 days from the date of the proposal opening.

When requested by the City, the lowest, most responsible and 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 contractor selects to submit a cashiers' check or cash bond it must be received by the City no later than 5:00 pm, EST, on Monday, November 14, 2022. 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

VI.F Service Agreement

The selected Contractor shall be required to sign a standard City contract within four-teen (14) days of Notice of Selection for Award.

VI.G Bid Completeness and Compliance

Submittals shall contain the information as required in this solicitation. Failure to submit all information as requested, substantially incomplete 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.

VI.H Type of Insurance

Workers Compensation Florida Statutory Coverage

Waiver of Subrogation

Commercial General Liability Each Occurrence $1,000,000

Occurrence Basis General Aggregate $1,000,000

Blanket Contractual Liability Premises - Operations $1,000,000

Waiver of Subrogation Products & Completed Ops $1,000,000

City Additional Insured Personal and Adv Ini $1,000,000

Independent Contractors

Property Damage - Each Occurrence $ 500,000

Aggregate $ 500,000

Umbrella $1.000,000

Environmental Pollution Liability $1.000,000

Auto Liability Combined Single Limit $1,000,000

Any Auto Bodily Injury (Per Person) $ 200,000

Contractor, its subcontractors & independent contractors shall name City as Additional Insured

Bodily Injury (Per Accident) $ 300,000

Property Damage (Per Accident) $ 500,000

Note: If contractor does not have "Coverage Symbol 1: Any Auto," contractor is limited to the use of covered autos only.

THE INSURANCE SHALL NAME THE OWNER AS AN ADDITIONAL INSURED.

VI.I Insurance - Requirements

A. 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.

B. The Contractor shall provide Professional Liability Insurance, and any other required insurance for this field.

C. The insurance required in the preceding paragraphs shall also provide adequate protection against the following special hazards, if applicable:

   1. Property damage arising out of blasting or explosions;
   2. Property damage arising out of collapse of, or structural injury to any building, caused by grading, excavating, burrowing or filling.
   3. 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.
   4. The Contractor shall furnish the Owner with satisfactory proof of coverage of the insurance required.

D. Cancellation:
   Thirty (30) days written notice of cancellation is required to Certificate Holder:

E. Certificate Holder:
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168
ATTN: Purchasing Coordinator

VI.J Acknowledgment of Insurance Requirements

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

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

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

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

VI.K Evaluation of Proposals (Procedure)

The City's procedure for selecting is as follows:

A. Request for Proposals issued.

B. After proposal opening has been completed, the Evaluation Committee shall review all proposals for compliance with the specifications and select a contractor for recommendation. Contractor selection shall be based on the criteria set forth in 5.12 of this proposal.

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

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

VI.L Ambiguity, Conflict, or Other Errors in the RFP

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

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFP prior to submitting the proposal or it shall be waived.

VI.M Proposal, Presentation, and Protest Costs

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

VI.N Acceptance or Rejection of Proposals

The City reserves the right to waive any irregularities in any proposal, to reject any or all proposals, to re solicit for proposals, if desired, and upon recommendation and justification by the City, to accept the proposal which in the judgment of the City, is deemed the most advantageous for the public and the City.

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

VI.O Requests for Clarification of Proposals

Requests by the Purchasing Coordinator to a proposer(s) for clarification of proposals(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its bid.

VI.P Validity of Proposals

No proposal can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of RFP.

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

VII. EVALUATION CRITERIA

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Work History/Experience** Please see required information in Submittal Requirements.	Points Based	25 *(25% of Total)*

2.	**Qualifications/Staffing** Please see required information in Submittal Requirements.	Points Based	25 *(25% of Total)*
3.	**Equipment** Please see required information in Submittal Requirements.	Points Based	25 *(25% of Total)*
4.	**Fee Proposal** Please see required information in Submittal Requirements.	Points Based	25 *(25% of Total)*

VIII. SUBMITTAL REQUIREMENTS

The items listed below shall be submitted with each solicitation, and should be submitted in the order shown. Each section should be submitted as a separate upload PDF attachment as instructed in the Contractor Requirements section of this Request for Proposal. Failure by a proposer to include all listed items may result in the rejection of its proposal.

VIII.A Response Format

The proposal shall be deemed an offer to provide services to the City. In submitting a proposal, the Contractor declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if they are awarded the contract they will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of contractor proposals, all proposals must conform to the guidelines set forth in this RFP.

Any portions of the proposal that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the bid. However, proposals which contain such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the RFP. All copies of the proposal should be bound and tabbed. The utilization of recycled paper for proposal submission is strongly encouraged.

VIII.B RFP Evaluation Committee and Evaluation Factors

A committee of City employees shall evaluate and rank each submittal based on information provided.

Evaluation factors are based on the abilities of the proposer to efficiently perform the Scope of Services as generally outlined in this Request for Proposals. The City shall be seeking to identify the submittal(s) which shall best meet the needs of the City of New Smyrna Beach as determined from the responses to this Request for Proposals.

A selected group of proposers may be required to make an oral presentation to the Evaluation Committee. Such presentation shall provide an opportunity for the proposers to clarify the information provided in their RFP. Oral presentations, if any, shall be considered in conjunction with submitted data by the Evaluation Committee. The Evaluation Committee shall present its recommendation to the City Commission, which has the authority to make the final determination and award contracts.

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

EVALUATION CRITERIA MAXIMUM POSSIBLE POINTS

Work History/Experience 30

Qualifications/Staffing 25

Equipment 25

Fee Proposal 20

TOTAL POSSIBLE POINTS 100

VIII.C Management Summary and Project Approach

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s), and email(s) of the authorized contact person(s) concerning the proposal. Submission of a signed Proposal is Proposer's certification that the Proposer shall accept any awards made to him as a result of said submission of the terms contained therein.

VIII.D Work History and Experience

At a minimum, please provide:

The size of the company

How many years in business

How many years providing similar services for commercial sites, of experience, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff available for this contract.

Identify the individuals who will provide the services, including resume and experience in similar work as well as the name of one individual who will act as coordinator or primary contact for Consultant to resolve any and all issues that may arise during the term of the contract.

Include a description of the firm's recent experience in providing salary survey and/or compensation plan reviews to municipalities, focusing on municipalities in Florida.

Additionally, please provide a current listing of municipalities for which the firm is providing or has provided these services, the scope of such service, and the time periods of such service. Please provide a contact person, address and phone number, as the Evaluation Committee may contact any or all of them for references

Provide information on prior failure (if any) to perform awarded contract.

Provide a copy of applicable Florida business license, and Volusia County Business Tax Receipt.

VIII.E Qualifications/Staffing

At a minimum, provide detailed qualifications for the staff that will be assigned to this project along with copies of applicable licenses and the number of employees to be used to accomplish the work

VIII.F Equipment

Provide a detailed list of all equipment owned or leased by contractor, that will be utilized for this project. Including manufacturer's, model number, and age of equipment.

VIII.G Fee Proposal

The Fee Proposal is required to be filled and submitted through the ProcureNow system to provide a detailed cost for providing the services listed herein. The City is prepared to pay a fixed fee to be paid upon the receipt and approval of the final report by the City. The stated fee shall include all costs associated with the performance of the services. There shall be no hidden costs associated with this request.

Full disclosure of nature and amount of all fees and charges is mandatory. The City shall not be responsible for the reimbursement of any costs not specifically set forth in the firm's proposal and mutually agreed upon in advance in writing. The City reserves the right to accept any part or all of the proposer's fee schedule.

VIII.H References

Provide a listing of a minimum of three (3) of the company's projects/customers similar in size and scope to the services described in the RFP, both present and past customers, within the past five (5) years. If applicable, please list examples of services rendered in the State of Florida, particularly within municipalities. This list must include complete and current addresses, contact person(s), e-mail addresses, telephone and fax numbers, and length of contract.

The City of New Smyrna Beach may not be listed as a reference.

VIII.I Acceptance of Conditions

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

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

Agency's Terms and Conditions

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

Identification of Anticipated Potential Problems

The proposal should identify and describe any anticipated potential problems, the firm's approach to resolving these problems, and any special assistance that shall be requested from the City of New Smyrna Beach.

VIII.J City Required Forms

Proposals shall include COMPLETED City required forms as provided in Section 11. Including notarized, non-notarized, and any Addendums that may be issued.

VIII.K Complete Copy of Submittal

Submission shall include one (1) PDF document of the completed submittal, including a coversheet. Also include a signed copy of the submitted fee proposal with the submitted price spelled out in letters. Proposal must be signed by an authorized officer of your organization.

IX. FEE PROPOSAL

The City of New Smyrna Beach reserves the right to evaluate the bids received and award the lowest, qualified bidder with one location, two locations or all three locations as determined to be in the best interest of the City and their funding partners.

US HIGHWAY 1 AREA

Line Item	Description	Unit of Measure	Unit Cost
1	US HIGHWAY 1	PER YEAR	
2	NORTH CAUSEWAY	PER YEAR	
3	WEST CANAL AND US 1	PER YEAR	
4	CANAL STREET PALMS	PER YEAR	

STATE ROAD 44 CORRIDOR

Line Item	Description	Unit of Measure	Unit Cost
1	STATE ROAD 44	PER YEAR	
2	SOUTH CAUSEWAY	PER YEAR	
3	GATEWAY AREAS 44/95 AND 44/CANAL	PER YEAR	

CITY PARKS CORRIDOR

Line Item	Description	Unit of Measure	Unit Cost
1	CITY HALL	PER YEAR	
2	CITY HALL ANNEX	PER YEAR	
3	MULTI-USE TRAIL	PER YEAR	
4	FIRE STATION #50	PER YEAR	
5	FIRE STATION #53	PER YEAR	
6	POLICE STATION	PER YEAR	
7	BRANNON CENTER/RIVERSIDE PARK	PER YEAR	
8	EMORY BENNETT PARK	PER YEAR	
9	OLD FORT PARK	PER YEAR	
10	MARINA	PER YEAR	

OPTIONAL PRICING

ADDITIONAL LABOR AND MATERIAL RATES

Line Item	Description	Unit of Measure	Unit Cost
1	IRRIGATION TECHNICIAN	PER HOUR	
2	IRRIGATION SUPPLIES	% MARKUP	
3	LANDSCAPING LABOR	PER HOUR	
4	LANDSCAPING MATERIALS	% MARKUP	
5	MULCH AND INSTALLATION	PER SQUARE FOOT	

X. CONTRACTOR REQUIREMENTS

X.A Business Name and Address*

By submitting this response, you hereby designate the business name and address listed here as the office to which notices may be delivered or mailed.

*Response required

X.B Title of Position and Company Name *

Please provide the title of the Prime Proposer and company name of the organization here.

Maximum response length: 200 characters

*Response required

X.C Principal Office*

Please provide the location of your principal office for your organization here.

Maximum response length: 200 characters

*Response required

X.D 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

X.E Solicitation Document Review*

The bidder hereby represents that they have 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 the submitted bid, agrees that they have examined and that they shall be held responsible for having heretofore examined the site, the location and route of all proposed work and understands 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 to include the prices which they 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

X.F Proposer's Certification*

I have carefully examined the Request for Proposal, Overview, Background of the City, Scope of Services, General Terms and Conditions, Format for Proposal Submission, and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the services specified in the Request for Proposal at the prices, rates or discounts quoted in my proposal. I agree that my proposal will remain firm for a period of up to sixty days (60) days in order to allow the City adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the City of New Smyrna Beach Police Department prior to award.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the contractor as its act and deed and that the contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of New Smyrna Beach or of any other Proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

☐ Please confirm
*Response required

X.G Agreement/Contract*

Proposer acknowledges, that the selected Contractor shall be required to sign a standard City contract within four-teen (14) days of Notice of Selection for Award

*Response required

X.H Drug Free Workplace Certificate (Identical Tie Proposals)*

A. The below Firm certifies that it will or will continue to provide a drug-free workplace by:

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 Contractor, I hereby certify that the Firm will comply with the above certifications.

☐ Please confirm
*Response required

X.I Drug Free Workplace

Does your organization have a Drug Free Workplace Program?

☐ Yes
☐ No

X.J Potential Conflict of Interest*

Please upload any documentation/information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project here.

If there are none, please submit a statement stating there are none.

*Response required

X.K Statements*

Please select one of the following statements.

☐ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.
☐ The entity submitting a response to this solicitation shall be required to submit that information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.
*Response required

X.L Suspension and Debarment *

By submitting a bid in response to this Invitation to Bid, you are certifying that your company, pursuant to 49 CFR Part 29: (1) is not presently suspended or debarred as, and/or listed on the U.S. General Services Administration's System for Award Management (SAM) as such; and (2) will at all times remain eligible to bid for and perform the services subject to the requirements set forth herein and other applicable laws. Bidder agrees that any contract awarded to Bidder will be subject to termination by the City if Contractor or its subcontractors fail to comply or maintain such compliance.

☐ Please confirm
*Response required

X.M Certificate of Insurance, Performance Bond, and Payment Bond*

The Contractor acknowledges that the following items must be provided within fourteen (14) days upon execution of an agreement. A

• Certificate of Insurance

• Performance/Payment Bond

Upon completion of the project, the Contractor shall provide the Owner with the Warranty of Title.

☐ Please confirm
*Response required

X.N Tab 1, Management Summary and Project Approach*

Please upload as one (1) PDF document all COMPLETED documents pertaining to the Submittal Requirements - Management Summary and Project Approach here.

*Response required

X.O Full Submittal*

Please upload as one (1) PDF document your firm's COMPLETED submittal, including a cover sheet.

Also include a signed copy of the submitted fee proposal with the submitted price spelled out in letters. Proposal must be signed by an authorized officer of your organization.

*Response required

X.P Tab 2, Qualifications/Staffing *

Please upload as one (1) PDF document all COMPLETED documents pertaining to the Submittal Requirements - Qualifications/Staffing here.

*Response required

X.Q Tab 3, Equipment *

Please upload as one (1) PDF document all COMPLETED documents pertaining to the Submittal Requirements - Equipment here.

*Response required

X.R Tab 4, Fee Proposal *

Please upload as one (1) PDF document, a signed copy of the submitted fee proposal with the submitted price spelled out in letters. Proposal must be signed by an authorized officer of your organization.

*Response required

X.S References*

Please provide a listing of a minimum of three (3) of the company's projects/customers similar in size and scope to the services described in the RFP, both present and past customers, within the past five (5) years. If applicable, please list examples of services rendered in the State of Florida, particularly within municipalities. This list must include complete and current addresses, contact person(s), e-mail addresses, telephone and fax numbers, and length of contract.

The City of New Smyrna Beach may not be listed as a reference.

*Response required

X.T Acceptance of Conditions *

Contractor accepts the Conditions outlined within the bid document, with no exceptions.

☐ Please confirm
*Response required

X.U City Required Forms*

Please upload as one (1) PDF document, COMPLETED City required forms as provided in Section 11. Including notarized, non-notarized, and any Addendums that may be issued.

☐ Please confirm
*Response required

X.V Proposal Security - Upload*

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 of ten (10%) percent of the amount of the bid proposal. The proposer shall guarantee the total proposal price for a period of 60 days from the date of the proposal opening.

If requested by the City, the lowest responsible/responsive bidder agrees to produce the hard copy of the original Bid Bond prior to the Notice of Recommendation or Commission Meeting. Failure to do so may result in the bid being deemed non-responsive.

Alternately a cash bond or cashiers' check will be acceptable. All checks shall be made payable to the City of New Smyrna Beach on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation, as a guarantee that the proposer, if its proposal is accepted, will promptly execute the Agreement.

If the Contractor selects to submit a cashiers' check or cash bond it must be received by the City no later than 5:00 pm, EST, on Wednesday, July 6, 2022. 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

Within ten (10) days after the opening of the bids, checks or bid bonds shall be returned except those by the three (3) lowest bidders, and they shall be returned within seven (7) days after the execution of the Contract between the successful bidder and the Owner. The Bid Security of the successful bidder shall be returned without interest when the Contract has been approved and completely executed and the Notice to Proceed letter is issued.

The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract,or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Proposers. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No proposals including alternates shall be withdrawn within one hundred and eighty (180) days after the Bid closing date thereof. If a Bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

*Response required

VERDEGO LANDSCAPE

Proposal for Landscape Maintenance

City of New Smyrna Beach
Right of Way Maintenance – RFP 01-23-MO

Presenter: Billy Genovese

Date: 01.10.2023

As real estate continues to thrive in our beautiful Sunshine State, the City of New Smyrna Beach remains a premier destination for new businesses, multi-family, residential units and more. Every year as the spring and summer months arrive, so does the influx of vacationers and daily beach goers. As your streets are filled with residents, daily patrons, and travelers from across the country, VerdeGo understands the importance of greeting them with a welcoming high-quality landscape. Consistently providing the highest level of service will be the focus of VerdeGo and what is expected by the City of New Smyrna Beach.

Outlined in our proposal, we will highlight our ability to deliver the service and care that the landscape has not received at times in the past. During our evaluations of the landscape, our maintenance team was able to identify areas of distress that we would immediately remedy, which would make a tremendous impact on the appearance and quality of the City's landscaping.

Along with my staffs' years of in-depth knowledge and experience with the City of New Smyrna Beach, itself, VerdeGo currently provides a high level of landscape maintenance services to several local municipalities including: the City of Daytona Beach, City of Port Orange, Flagler County, St. Johns County as well as the City of New Smyrna Beach Utilities. The scope of these services includes landscape maintenance of city streetscapes as well as facilities and parks. VerdeGo also currently maintains several large-scale CDD, POA and HOA properties in the Central/NE Florida area including Ocean Hammock, Town Center at Palm Coast, Oakleaf Plantation, etc. and has several (8+) properties under contract with similar size and scope to this City of New Smyrna Beach contract.

Our Branch Manager, Jesse Villanueva, lives in New Smyrna Beach and has a vested interest in seeing the continued developmental expansion and beautification of your wonderful city. In fact, many VerdeGo employees drive through your city streets, daily, on the way to and from home and our facilities.

Recently, VerdeGo was fortunate enough to be awarded the contract for the new landscape installation project taking place on the SR 44 and US 1 medians in New Smyrna. It would be a great source of pride to be awarded the maintenance contract and be allowed to ensure the investment put into the new landscape will be looked after with care for years to come.

Not only does VerdeGo have the experience and knowledgeable personnel to provide high-level maintenance services to the City of New Smyrna Beach's landscapes, but it also has the strong financial capabilities that are required. As we've continued our controlled growth, we've heavily reinvested in the Company's personnel, equipment, and facilities. We are excited to announce that early in 2022, VerdeGo opened its third location in Daytona Beach. This new location provides us with a much closer proximity to our client sites in the southern part of Volusia County which allows us the ability to better serve our clients in that area.

We are very appreciative for the opportunity to provide New Smyrna Beach with our knowledge, experience, and high-quality landscape maintenance services and look forward to building a strong partnership.

TJ McNitt

3335 N. State Street, Bunnell, FL 32110
Office: (386) 437-3122 | landscape@verdego.com

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Who We Are

Rooted in Relationships

For almost 20 years we've been rising before the sun, rolling up our sleeves, growing strong, healthy plants and creating beautiful environments. We understand that landscaping is a continuous process that requires diligence, responsibility, consistency, and that excellence lies in the details. We deliver exceptional results by going above and beyond, building relationships that blossom into long-term partnerships.

Our Mission

VerdeGo Landscape's promise goes beyond thriving landscapes. We take pride in our work and aim to act as trusted advisors to our clients with customized solutions and exceeded expectations. We are dedicated to delivering exceptional results.

Operational Approaches

Communication

Proactive and Continuous communication is a key factor to our success and sets us apart as a company.

Dedicated Staff

Results come when your team truly connects with the property they are servicing.

Consistency

Retaining the same crew on a sited job allows them to take pride and ownership in their results.

Accountability

Being accountable means working with integrity. Monthly internal assessments are used to evaluate the property's status and our team's performance.

Our initial operational approach will consist of having a Full-Time 7 man crew in the growing season and a Full-Time 4 man crew in the non-growing season. In addition to these crew members the City of New Smyrna Beach will have a Full-Time Account Manager and the irrigation will be overseen by our Irrigation Superintendent. Our team will have a weekly presence on property year-round, which will ensure even in the non-growing season the landscaping will be maintained to the highest quality.

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Our Team

VerdeGo is led by our President, TJ McNitt, who has over 24 years of industry experience and holds several certifications including a General Contractor's license. Josh Lackey will be your day-to-day point of contact as the Account Manager for the City of New Smyrna Beach ROW. Josh will supervise all crew members as well as monitor the property to ensure the highest quality of performance is met. Full transparency is important to us and that is why we have included the contact information for all administrators related to your job. Please feel free to reach out any time you have questions or concerns.









TJ McNitt

24 yrs. Industry Experience

President

Bruno Perez

25 yrs. Industry Experience

Director of Operations

Jesse Villanueva

26 yrs. Industry Experience

Branch Manager-Daytona

Josh Lackey

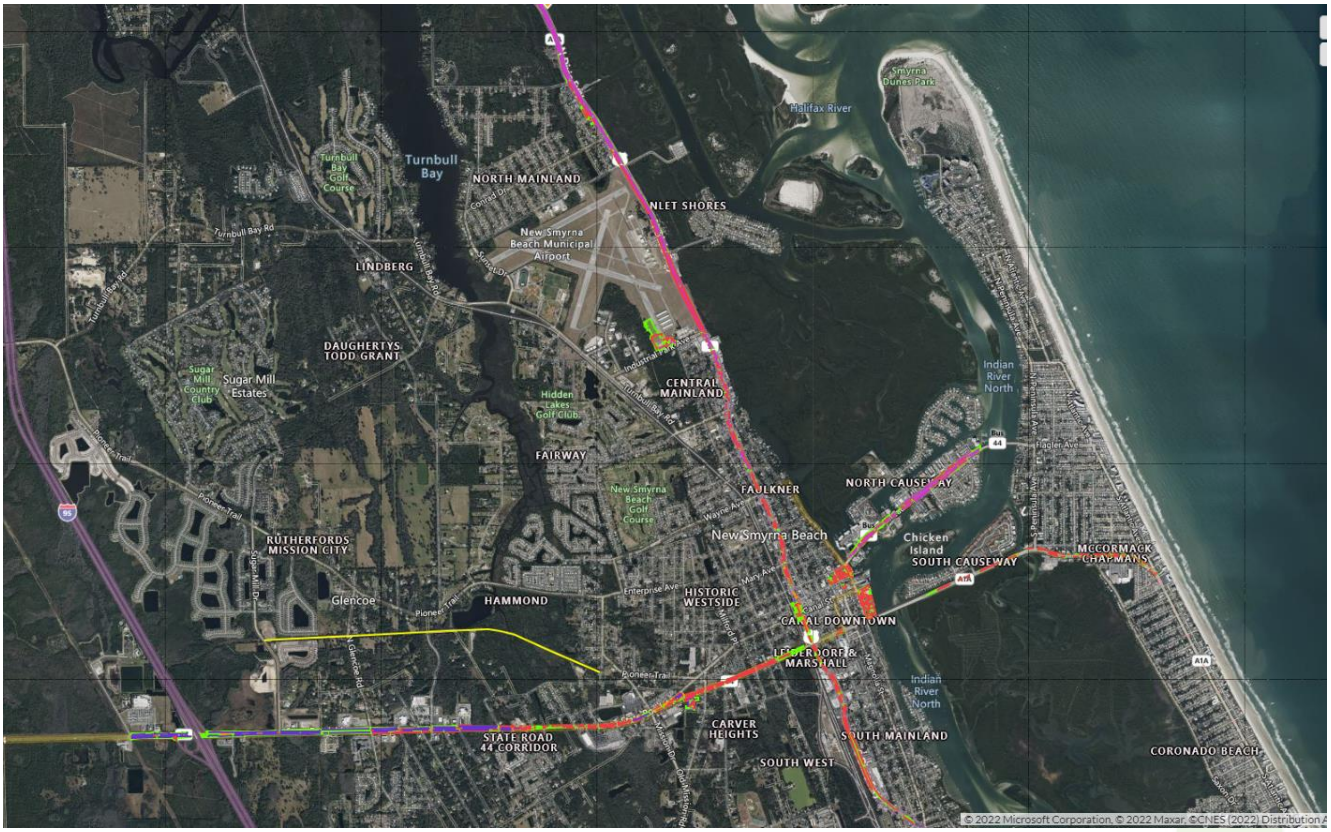
8 yrs. Industry Experience

Account Manager

TJ McNitt	President	(386) 931-6018 tmcnitt@verdego.com
Bruno Perez	Director of Operation	(386) 237-2313 bperez@verdego.com
Jesse Villanueva	Branch Manager- Daytona	(386) 276-0446 jvillanueva@verdego.com
Josh Lackey	Account Manager	(407) 416-7948 jlackey@verdego.com

MAPPING

*We utilize a program called GoIlawn to accurately measure all areas in the RFP. This allows us to thoroughly evaluate the landscape with precise measurements and gives our team a template to work off from when servicing.



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Office: (386) 437-3122 | landscape@verdego.com

Mission Statement

VerdeGo is Rooted in Relationships. First, the success and growth of our company starts with treating our employees like family. Building an environment of respect and trust has been a top priority. When your employees feel that they are valued as people and the work they provide is integral to our daily operations it shows in the quality of work that is performed.

Second, we want to create partnerships with our customers. No two properties are the same and they shouldn't be treated that way. Open and proactive communication with our property managers, board members, and our communities is key to a successful relationship. Listening and learning to what the unique priorities are for each property and meeting those expectations is what we strive to achieve.

Lastly, performing the highest quality landscape services. If we successfully manage our first two values, then the third comes easily. Treating people with respect and having open communication will lead our teams to be the best in North Florida!

References:

City of New Smyrna Beach Utilities
Janete Saunders jsaunders@nsbufl.com

City of Port Orange
John Folk jfolk@port-orange.org 386-214-8587

City of Daytona Beach
Cordel Dietzig dietzigcordel@codb.us

City of Flagler
Allen Watts awatts@cityofflaglerbeach.com

Ocean Hammock POA
Amy Spradling aspradling@mayresort.com 386-446-0085

Town Center at Palm Coast CDD
Clint Smith clintsmith@aol.com 386-931-4496
Current Customer

The Riverfront Esplanade
Joe Yarbrough jwysdaytonafl@gmail.com 386-299-6373
Current Customer

Service Location:

Daytona Operations
1872 Nova Rd. Holly Hill, FL 32117

Equipment to be used: If awarded the contract new equipment will be purchased for the job.

Exmark 72” ZTR Qty 3
Exmark 60” WB Qty 1
Exmark 52” ZTR Qty 1
Stihl Blower BR 430 Qty 4
Stihl Line Trimmer FS-94r Qty 4
Stihl Edger FC-91 Qty 4
Stihl Hedge Trimmer HL94K Qty 2

*A full company equipment list is attached and can be utilized at anytime to assist with this project.

2016 Ford F150
2019 Ford Expedition
Trailer, 1987 Frue #T-117
Trailer, 1995 GDAN #T-119
Trailer, 2005 Anderson #T101
Trailer, 2005 Anderson 6ton #T107
Trailer, 2006 Imperial #T128
Trailer, 2007 Anderson T102
Trailer, 2007 Imperial #T129
Trailer, 2012 Anderson #T108
Trailer, 2013 Anderson #T105
Trailer, 2013 Anderson #T106
Trailer, 2015 Big Tex #T104
Trailer, 2015 Big Tex Utility #T110
Trailer, 2016 Big Tex #T112
Trailer, 2016 Water Tank Trailer #T103
Trailer, 2017 Anvil #T109
Trailer, 2017 Anvil #T111
Trailer, 2018 - 6 ton #T115
Trailer, 2018 Anvil #T114
Trailer, 2018 Anvil #T116
Trailer, 2018 Anvil Car Hauler #T113
Trailer, 2018 Down2Earth #T134
Trailer, 2019 Anvil #T120

Equip, 20' Dry Container
Equip, 20' Dry Container
Equip, 20' Dry Container
Equip, 20' Dry Container
Equip, 20' Dry Van Container
Equip, 20' Dry Van Container
Equip, 2012 Cat Skid Steer Loader #K9339
Equip, 2012 Toro Skidsteer #00164
Equip, 2014 EZ Trench Ground Saw #00439
Equip, 2016 Buffalo Turbin Blower #25141
Equip, 2016 CAT 262D Skid Steer #04916
Equip, 2016 EZGO Terrain #85862
Equip, 2016 EZGO Terrain #86108
Equip, 2017 Billy Goat Sod Cutter 16010
Equip, 2017 Kubota #18740
Equip, 2017 Kubota UTV 4WD #43247
Equip, 2017 Toro Trencher #00325
Equip, 2018 Caterpillar 257D #02659
Equip, 2018 Caterpillar 259D #15103
Equip, 2018 Caterpillar 259D #15703
Equip, 2019 Kubota #26247
Equip, 60" Lazer E #99438
Equip, BG Force Wheel Blower #18081
Equip, BG Force Wheel Blower #18177

Trailer, 2019 Anvil #T121
Trailer, 2019 Anvil #T136
Trailer, 2019 Anvil Trailer #T130
Trailer, 2019 Black 7x12 #T123
Trailer, 2019 Down2Earth #T133
Trailer, 2019 Down2Earth #T135
Trailer, 2019 Down2Earth #T137
Trailer, 2019 Down2Earth #T138
Trailer, 2019 Down2Earth #T139
Trailer, 2019 Down2Earth 82"x16" #T131
Trailer, 2019 Down2Earth 82"x16" #T132
Trailer, 2019 NVAE #T124
Trailer, 2019 NVAE #T125
Trailer, 2019 Tandem #T122
Trailer, 2020 Cargo Trailer #T140
Trailer, 2020 Cargo Trailer #T141
Trailer, 2020 Cargo Trailer #T142
Trailer, 2020 Cargo Trailer #T143
Trailer, 2020 Tandem Trailer #T144
Truck, 2005 Chevy C4500 #2043
Truck, 2005 Ford F350 #2016
Truck, 2005 Isuzu NPR #2060
Truck, 2006 Chevy C4500 #2020
Truck, 2006 Chevy C4500 #2022
Truck, 2006 Chevy C4500 #2023
Truck, 2006 Chevy C4500 #2024
Truck, 2007 Mack #2051
Truck, 2007 Mack #2052
Truck, 2011 Ford F150 #2025
Truck, 2012 Ford F150 #2027
Truck, 2013 Ford F150 #2026
Truck, 2013 Isuzu Dump #2065
Truck, 2014 Ford F150 #2032
Truck, 2014 Ford F250 #2028
Truck, 2014 Ford F550 #2030
Truck, 2015 Ford F150 #2036
Truck, 2015 Ford F250 #2029
Truck, 2015 Ford F250 #2033
Truck, 2015 Ford Transit #2035
Truck, 2016 Ford F250 #2038
Truck, 2016 Ford F250 #2054

Equip, Billy Goat Vac
Equip, Blade Belt Grinder
Equip, Buffalo Turbine Blower
Equip, Buffalo Turbine Cyclone Blower
Equip, Buffalo Turbine Cyclone Blower
Equip, Buffalo Turbine Cyclone Blower
Equip, Buffalo Turbine Model Cyclone #29634
Equip, CAT 242 Skid Steer Loader #00844
Equip, CAT 257 D #2732
Equip, CAT Excavator #03948
Equip, Cat Skid Steer Loader - #00841
Equip, CAT Skid Steer Loader #06221
Equip, Debris Loader
Equip, Earth Auger
Equip, Exmark Mower (split Between…..)
Equip, Exmark Mower (split Between…..)
Equip, Golf Cart - Rivertown
Equip, Kawaski Engine #69162
Equip, Kohler Command Pro Blower #29370
Equip, Kubota RTV #25489
Equip, Kubota RTV #27413
Equip, Kubota RTV #32807
Equip, Kubota RTV #89150
Equip, Moffit
Equip, PSI 4GPM Pressure Washer
Equip, Small Equipment, 2 Cycle
Equip, Small Equipment, 2 Cycle
Equip, Small Equipment, 2 Cycle
Equip, Small Equipment, 2 Cycle
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Truck, 2016 Isuzu NPR #2063
Truck, 2016 Transit #2037
Truck, 2016 Transit #2041
Truck, 2017 Ford F250 #2039
Truck, 2017 Ford F250 #2045
Truck, 2017 Ford F250 #2049
Truck, 2017 Ford Truck #2050
Truck, 2017 Isuzu NPR #2064
Truck, 2018 Ford F150 #2058
Truck, 2018 Ford F250 #2044
Truck, 2018 Ford F250 #2047
Truck, 2018 Ford F250 #2048
Truck, 2018 Ford F250 #2056
Truck, 2018 Ford F250 #2061
Truck, 2018 Ford Transit #2053
Truck, 2018 Ford Transit #2059
Truck, 2018 Isuzu NPR #2046
Truck, 2018 Isuzu NPR HD #2042
Truck, 2019 Ford F150 #2070
Truck, 2019 Ford F150 #2071
Truck, 2019 Ford F150 #2080
Truck, 2019 Ford F250 #2057
Truck, 2019 Ford F250 #2066
Truck, 2019 Ford F250 #2068
Truck, 2019 Ford F250 #2069
Truck, 2019 Ford Transit #2067
Truck, 2019 Isuzu Dump #2055
Truck, 2019 Isuzu Dump #2062
Truck, 2019 Isuzu NPR #2077
Truck, 2020 Ford F250 #2072
Truck, 2020 Ford F250 #2073
Truck, 2020 Ford F250 #2074
Truck, 2020 Ford F250 #2075
Truck, 2020 Ford F250 #2076
Truck, 2020 Ford Transit #2078
Truck, 2020 Ford Transit #2079
Truck, 2020 Isuzu #2081
Truck, 2020 Isuzu #2082

Equip, Small Equipment, 2 Cycle
Equip, Trencher
Equip, Wacker Neuson Plate Compactor
Equip, Wheel Blower
EZ Go Golf Cart
Mower, 2012 Toro GR1600 #00291
Mower, 2014 Toro RM3100 #00272
Mower, 2016 30" Kawasaki #52350
Mower, 2016 52" Vantage #54221
Mower, 2016 60" Lazer #44083
Mower, 2016 60" Lazer Cut #27202
Mower, 2016 72" Exmark Lazer #56166
Mower, 2017 30" Kawasaki #68746
Mower, 2017 36" Vantage #72898
Mower, 2017 52" Turf Tracer #19825
Mower, 2017 60" Lazer #21833
Mower, 2018 52" Turf Tracer #30268
Mower, 2018 60" Lazer #67841
Mower, 2018 Billy Goat 27" #17264
Mower, 2018 Jacobsen LF570 #101757
Mower, 36" Exmark Staris #54737
Mower, 36" Exmark Vantage
Mower, 48" Kawaski Ultra Cut #06988
Mower, 52" Grandstand
Mower, 52" Kawasaki Mower #46797
Mower, 52" Stand Up Kawaski
Mower, 52" Stand Up Kawaski
Mower, 52" Stand Up Kawaski
Mower, 52" Stand Up Kawaski
Mower, 52" Stand Up Kawaski
Mower, 52" Standup KOH
Mower, 52" Turf Tracer #12853
Mower, 52" Turf Tracer #30724
Mower, 52" Turf Tracer #30759
Mower, 52" Turf Tracer #81705
Mower, 52" Turf Tracer #91418
Mower, 52" Turf Tracer #91498
Mower, 52" Turf Tracer #91516

Mower, 52" Turf Tracer #99312
Mower, 60" Exmark 24724
Mower, 60" Grandstand
Mower, 60" Grandstand
Mower, 60" Kawaski #62891
Mower, 60" Lazer #03551
Mower, 60" Lazer #03552
Mower, 60" Lazer #07836
Mower, 60" Lazer #09717
Mower, 60" Lazer #21832
Mower, 60" Lazer #31131
Mower, 60" Lazer E #27347
Mower, 60" Lazer E #47139
Mower, 60" Lazer E #93797
Mower, 60" Lazer E Series 20741
Mower, 60" Trace Turf #18789
Mower, 60" Turf Tracer #94963
Mower, 60" Vantage #30867
Mower, 72" Exmark 32402
Mower, 72" Lazer #17257
Mower, 72" Lazer #74050
Mower, 72" Lazer #74051
Mower, 72" Lazer Z #21545
Mower, 72" Lazer Z #21548
Mower, 72" S. Series #69386
Mower, 96" Lazer Diesel #27608
Mower, Exmark Turf Tracer
Mower, Lazer E Series 60" #73010
Mower, Push Mower #76268
Mower, S Series
Mower, Turf Tracer #68801
slk09339 - Bobcat
Small Equipment, 2 Cycle
Small Equipment, 2 Cycle
Small Equipment, 2 Cycle
Small Equipment, 2 Cycle
Small Equipment, 2 Cycle
Small Equipment, 2 Cycle
Small Equipment, 2 Cycle
Small Equipment, 2 Cycle
Small Equipment, 2 Cycle

CONFLICT OF INTEREST STATEMENT

State of Florida: City of Bunnell

Before me, the undersigned authority, personally appeared William Genovese who was duly sworn, deposes, and states:

1. I am the Director of Business Development of VerdeGo LLC with a local office in Holly Hill, FL (City & State) and principal office in Bunnell, FL (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described **as RFP 01-23-MO, Right of Way Maintenance.**
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.

William Genovese
Typed Name

Director of Business Development
Title

Signed

1-10-23
Dated

Sworn to and subscribed before me this 10 day of January 2023 2022.

Personally known ✓ OR produced identification ____. Identification type: _____

Notary Public: State of Florida County of Flagler

Amy Newhouse
Printed, typed, or stamped commissioned name of notary public

My commission expires: 9/10/23

AMY NEWHOUSE
MY COMMISSION # GG 911773
EXPIRES: September 10, 2023
Bonded Thru Notary Public Underwriters

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Florida

County of Flagler

William Genovese, being first duly sworn, deposes and says that:

He/she is Dir. of Business Development of VerdeGo 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

Director of Business Development
Title

Subscribed and sworn to before me this 10 day of Jan., 2023.

Title

My Commission Expires:

AMY NEWHOUSE
MY COMMISSION # GG 911773
EXPIRES: September 10, 2023
Bonded Thru Notary Public Underwriters

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

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 William Genovese / Director of Business Development
(Print Individual's Name and Title)
for VerdeGo LLC
(Print Name of Entity Submitting Sworn Statement)
whose business is 3335 N State Street, Bunnell, FL 32110

and (if applicable) its Federal Employer Identification Number (FEIN) is 27-4398666

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 10 day of JANUARY, ~~2022.~~ 2023

Personally known X

_____
(Notary)

OR produced identification _____

Notary Public State of Florida

_____
(Type of Identification)

My commission expires: 9/10/2023

AMY NEWHOUSE
MY COMMISSION # GG 911773
EXPIRES: September 10, 2023
Bonded Thru Notary Public Underwriters

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: VerdeGo LLC

Consultant E-Verify Registration Number: 941484

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: William Genovese

Sworn to and subscribed before me, by (X) physical presence or ( ) remote audio-visual means, this 10th Day of January, 2023. S/He is personally known to me or has produced _____ As identification.

AMY NEWHOUSE
MY COMMISSION # GG 911773
EXPIRES: September 10, 2023
Bonded Thru Notary Public Underwriters

_____
Notary Public

My commission expires: 9/10/23

VENDOR INFORMATION

BID #:	01-23-MO
BID TITLE:	Right of Way Maintenance

Respondent Information	
Company Name: VerdeGo LLC	Federal Employer Identification Number or SS Number: 27-4398666 DUN Number:
Mailing Address PO BOX 789	Type of Entity (Circle One) LLC Corporation Partnership Proprietorship Joint Venture
City, State, Zip Code Bunnell, FL 32110	Incorporated in the State of: Florida
Corporate Address: 3335 N. State Street	What kind of business: "For Profit" or "Not for Profit" For Profit
	Is Firm in good standing: Yes or No
City, State, Zip Code Bunnell, FL 32110	Authorized to transact business in Florida Yes or No
Telephone No. 386-437-3122	State of Florida Department of State Certificate of Authority Document No:
Email Address: bgenovese@verdego.com	
If remittance address is different from the mailing address so indicate below.	

List Principals (Print):

President: TJ McNitt Vice President: Alan Hall

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

William Genovese
Printed Name

Title: Director of Business Development

Date: 1-10-23

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

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: _____ REVISED VENDOR: X

DATE: 1-11-23

VENDOR NAME: VerdeGo LLC

VENDOR DBA:

PRODUCT/SERVICE PROVIDED:

DEPARTMENT: Maintenance

PREPARED BY: William Genovese

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
PO Box 789	PO Box 789	1872 Nova Road
ADDRESS	ADDRESS	ADDRESS
3335 N. State Street	3335 N. State Street	
Bunnell, FL	Bunnell, FL	Holly Hill, FL
CITY/STATE	CITY/STATE	CITY/STATE
32110	32110	32117
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: Billy Genovese

E-MAIL: bgenovese@verdego.com

OFFICE PHONE: 386-437-3122

FAX:

MOBILE PHONE: 386-225-0203

FEDERAL TAX ID#: 27-4398666

DUNS Number:

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/29/2022

236

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

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

PRODUCER	CONTACT NAME: Tasha Felts, TIIA	
Brown & Brown of Tennessee, Inc. 6 Cadillac Drive, Suite 200 Brentwood TN 37027	PHONE (A/C, No, Ext): (615) 385-2860	FAX (A/C, No): (615) 385-8360
	E-MAIL ADDRESS: tasha.felts@bbrown.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Verdego, LLC 3335 N. State Street Bunnell FL 32110	INSURER A : Travelers Property Casualty Company of America	25674
	INSURER B : The Travelers Indemnity Company of Connecticut	25682
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			TC2JGLSA-3P390744-TIL-22	10/01/2022	10/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			TC2JCAP-3P390756-TIL-22	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 5,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			ZUP-16P13057-22-NF	10/01/2022	10/01/2023	EACH OCCURRENCE AGGREGATE [ ]	$ 10,000,000 $ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-4S050569-22-51-K	10/01/2022	10/01/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Inland Marine			QT-630- 4S014177-TIL-22	10/01/2022	10/01/2023	Leased/ Rented Equip Deductible	$200,000 $1,000

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

SAMPLE CERTIFICATE

CERTIFICATE HOLDER

VERDEGO LLC / VERDEGO LANDSCAPE LLC
PO BOX 789
3335 N. STATE STREET
BUNNELL FL 32110

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

VerdeGo LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO BO 789

Requester's name and address (optional)

6 City, state, and ZIP code

Bunnell, Fl 32110

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	7	–	4	3	9	8	6	6	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Cody Warren Date ▶ 04/26/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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.

VerdeGo LLC
PROPOSER/BIDDER

AUTHORIZED SIGNATURE

Director of Business Development
OFFICER TITLE

1-11-23
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.

Dir. of Business Development — Date: 1-11-23

Authorized Signature and Title

William Genovese / Director of Business Development

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.

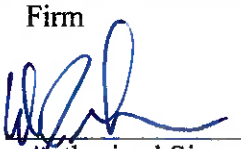
I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # 01-23-MO described as:

Right of Way Maintenance.

VerdeGo LLC — Firm

1-11-23 — Date



Dir. of Business Development — Authorized Signature and Title

William Genovese / Dir. of Business Development — 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;

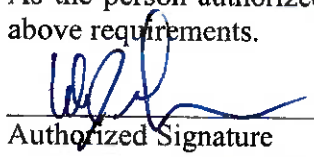
5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, 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: 1-11-23

Authorized Signature

William Genovese / Director of Business Development

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

ADDENDUM 2
RFP 01-23-MO: RIGHT OF WAY MAINTENANCE
January 10, 2023

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is **Addendum** 2 to RFP 01-23MO, **Right of Way Maintenance,** issued November 8, 2022.

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.

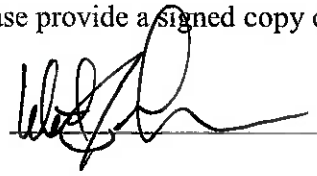
Clarification: The front page of the bid document shows a response deadline as January 11, 2023 at 9:00 AM. Page 3, Section 11.D, Timeline, of the bid document states the Proposal Due date is January 10, 2023 at 5:00 PM.

Due to the conflict, the proposal due date has been extended to 5:00 PM, Monday, January 16, 2023 with the opening of the proposals extended to Tuesday, January 17, 2023.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

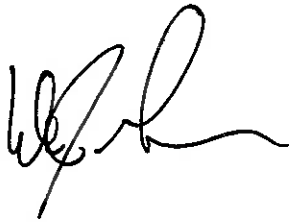
This page of Addendum #2, shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): William Genovese Proposer Signature: 

Verde Go LLC

Firm Name (Please Print)

Line Item	Description	Unit of Measure	Unit Cost
1	US HIGHWAY 1	PER YEAR	$121,617.00
2	NORTH CAUSEWAY	PER YEAR	$51,712.00
3	WEST CANAL AND US 1	PER YEAR	$9,224.00
4	CANAL STREET PALMS	PER YEAR	$8,560.00
1	STATE ROAD 44	PER YEAR	$80,287.00
2	SOUTH CAUSEWAY	PER YEAR	$39,856.00
3	GATEWAY AREAS 44/95 AND 44/CANAL	PER YEAR	$40,065.00
1	CITY HALL	PER YEAR	$6,107.00
2	CITY HALL ANNEX	PER YEAR	$4,615.00
3	MULTI-USE TRAIL	PER YEAR	$40,126.00
4	FIRE STATION #50	PER YEAR	$12,267.00
5	FIRE STATION #53	PER YEAR	$10,212.00
6	POLICE STATION	PER YEAR	$17,750.00
7	BRANNON CENTER/RIVERSIDE PARK	PER YEAR	$49,297.00
8	EMORY BENNETT PARK	PER YEAR	$3,348.00
9	OLD FORT PARK	PER YEAR	$19,738.00
10	MARINA	PER YEAR	$6,175.00
			$520,956.00



Five Hundred Twenty Thousand Nine Hundred and Fifty-Six Dollars

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we VerdeGo, LLC,

(hereinafter called Principal) and Great Midwest Insurance Company (hereinafter called the Surety) a corporation chartered and existing under the Laws of the State of Texas, with its principal offices in the City of Houston, TX, authorized to do business in the State of Florida, in the full and just sum of Ten Percent of the Amount Bid ---------- Dollars ($---------10%---------), good and lawful money of the United State of America, to be paid upon demand of the City of New Smyrna Beach, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of New Smyrna Beach, Florida, a bid for the construction of RFP 01-23-MO, Right of Way Maintenance in, and for the said City, and

WHEREAS, the Principal desires to file this bond in accordance with the law, in lieu of a Certified or Cashier's Check otherwise required to accompany this Bid,

NOW, THEREFORE, the conditions of this obligation are such that if the Bid be accepted, the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof, execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 9th day of January, 2023.

VerdeGo, LLC
Principal

By _____

Great Midwest Insurance Company
Surety

By _____
Stephen P. Farmer, Attorney-In-Fact

ATTEST:

_____
(SEAL)

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Tyler D. DeBord, Stephen P. Farmer, Pamela J. Thompson

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars ($10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

GREAT MIDWEST INSURANCE COMPANY

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY _____
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

NOTARY PUBLIC — STATE OF TEXAS
CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2025
Notary ID 131090488

BY _____
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 9th Day of January, 2023.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY _____
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

To Whom It May Concern,

I acknowledge that VerdeGo LLC is required to sign a standard City contract within fourteen (14) days of Notice of Selection for Award.

Sincerely,

Billy Genovese

Billy Genovese
Director of Business Development

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/01/2025

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

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

PRODUCER Brown & Brown Insurance Services, Inc. 6 Cadillac Drive, Suite 200 Brentwood TN 37027	**CONTACT NAME:** Tasha Felts TIIA **PHONE (A/C, No, Ext):** (615) 385-2860 **FAX (A/C, No):** (615) 385-8360 **E-MAIL ADDRESS:** Tasha.Felts@bbrown.com
INSURED Verdego, LLC 3335 N State St. Bunnell FL 32110	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Travelers Property Casualty Company of America — 25674 **INSURER B :** Travelers Casualty and Surety Company — 19038 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			TJEXGL0T012337TIL25	10/01/2025	10/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ 1,000,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			TC2JCAP-3P390756-TIL-25	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 2,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 10,000			CUP-0W036142-25-NF	10/01/2025	10/01/2026	EACH OCCURRENCE AGGREGATE [ ]	$ 10,000,000 $ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-4S050569-25-51-K	10/01/2025	10/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Inland Marine			QT-630- 4S014177-TIL-25	10/01/2025	10/01/2026	Leased/ Rented Equip Deductible	$200,000 $1,000

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

Project ID: 444-928-1-58-01 and SR 44 (Financial Project ID: 444-929-1-58-01) Median Landscape Improvements.

Certificate holder is included as Additional Insured on the General Liability, Automobile and Umbrella policies on a Primary and Non-Contributory basis as required by written contract. A Waiver of Subrogation applies on all policies as their interest may be per written contract. A 30 Day Notice of Cancellation applies. The Umbrella policy follows form of the General Liability (including completed operations), Automobile Liability, and Workers' Compensation policies.

CERTIFICATE HOLDER

CITY OF NEW SMYRNA BEACH
ATTN: PURCHASING COORDINATOR
210 SAMS AVENUE
NEW SMYRNA BEACH FL 32168

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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THE CITY OF NEW SMYRNA BEACH - ENGINEERING

CONSIDER THE APPROVAL TO AWARD A CONTRACT TO ELEVATE SIX (6) HOMES TO BYRDSON SERVICES, INC.

February 24, 2026

Background:

The final Hazard Mitigation Grant Project (HMGP) being HMGP No. 4337-373-R(b) associated with Hurricane Irma was advertised for bids November 26, 2025 with bid opening on January 8, 2026.

The lowest most qualified bidder being Byrdson Services, Inc. was actually the only bid received for the project with the base bid being within the projected cost estimate and HMGP grant amount.

The bid was formatted to include an alternate for structural improvements to all six (6) homes if needed in order to account for these costs up front. As such the base bid amount of $2,010,935.00 for all six (6) homes but the Contractor admittingly made a scrivener error when providing costs for the alternate inadvertently doubling the project cost, although this was not their intent. City staff reached out to Byrdson for clarification and after the bid closed, they revised the alternate amount as shown in the attachment being a total of $216,270.00 for all six homes.

This in essence equates to a total of $2,227,205.00 to complete the elevation process and structural improvements if deemed necessary after lifting the structure(s) to the proposed elevation.

Findings:

Based on staff's review of the bid documents and follow up communication with the Contractor and competency of the organization to complete the work on or before October 31, 2026 it is recommended the City move forward to elevate the flood prone homes awarding the overall contract amount of $2,227,205.00 that includes the alternate amount of $216,270.00 to be utilized only if deemed necessary by the structural Engineer of Record once the home has been lifted.

Fiscal Analysis:

The project is being funded through the 101 account (101.53801) as project #HM373 with 75% of the construction costs reimbursed via HMGP Grant, a maximum of $35,000 contributed by the City for each property and the local match being funded by the property owner.

Strategic Plan Item:

No

Staff Report Created By: Kyle Fegley - City Engineer

Attachments:

Byrdson NSB 2026 contract signed 2.3.26.pdf
Byrdson_Services_Alternate_010926_Elevation_of_Six_(6)_Flood-Prone_Homes.pdf
1 ITB 05-26-ENG Elevation of Six Flood Prone Homes w Attachments.pdf
2 Evaluation Tabulation.pdf
3 Proposal Byrdson Services.pdf

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**, Byrdson Services, LLC and Byrdson Services, 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 05-26-ENG, Elevation of Six (6) Flood-Prone Homes.**

WITNESSETH: The Owner and the Contractor, for the consideration stated herein, agree as follows:

ARTICLE I: Scope of Work

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to complete the construction of and all appurtenant work thereto, described in the following document, hereby fully incorporated into this Contract:

ITB 05-26-ENG, Elevation of Six (6) Flood-Prone Homes

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:
$ 2,227,205.00 (Base bid: $2,010,935.00 plus Bid Alternate amount of $216,270)

Spelled out: Two Million Two Hundred Twenty Seven Thousand Two Hundred Five and 00/00 dollars

Payment will be made in accordance to the awarded bid proposal and the above negotiated agreed upon Contract Price which includes the bid alternate Concrete Slab Reinforcement for each of the homes being a total of $216,270.00. 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 complete all work including administrative items to achieve a certificate of completion on or before October 31, 2026.

ARTICLE IV: Inspection by Contractor

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with same; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all the proposed work and for having satisfied himself as to the character of the route, the location, surface and under-ground obstructions and nature thereof, the nature of the groundwater conditions and other physical characteristics of the work and work area in order that he may include in the prices which he has bid and the prices of the Contract, all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the Contract prices herein agreed upon, and that this Contract price is based upon these inspections and examination.

ARTICLE V: Liquidated Damages

If the work is not completed within the time specified in Article III of this Contract, the Contractor shall pay the Owner, as liquidated damages, the sum of **ONE THOUSAND SIX HUNDRED AND NINETY-FOUR Dollars ($1,694.00)** for each consecutive calendar day thereafter until the work is completed, and as outlined in the Supplemental General Conditions.

ARTICLE V-A: Excusable Delay; Owner/Homeowner Delays; Inspections; Adjustment of Contract Time; Limitation on Liquidated Damages

A. Owner/Homeowner Cooperation and Access. Owner shall ensure, and is responsible for ensuring, that each participating homeowner (and any occupants) timely performs all actions necessary to allow Contractor to prosecute the Work without interruption, including but not limited to: (i) vacating the dwelling and/or areas required for performance of the Work by the dates required by the Project schedule; (ii) providing safe, unobstructed access to the Property, structure, and work areas during normal working hours (and as otherwise reasonably required); (iii) securing pets and removing or protecting personal property as needed for safe performance of the Work; and (iv) maintaining availability of required utilities and service connections unless otherwise agreed in writing. Any failure of a homeowner or occupant to timely vacate or provide access shall be deemed a delay outside Contractor's control and shall constitute an Excusable Delay.

B. Excusable Delay. "Excusable Delay" means any delay, disruption, hindrance, suspension, or interference that is not caused by Contractor's failure to diligently prosecute the Work, including without limitation: (1) homeowner or occupant failure or refusal to vacate, provide access, remove belongings, or otherwise cooperate; (2) delays caused by Owner, the City, the program administrator, other contractors, vendors, or third parties; (3) delays in inspections, re-inspections, approvals, permits, or utility releases that are not completed within twenty-four (24) hours after Contractor's documented request for the same, excluding weekends and legal holidays unless the applicable authority is open and conducting such activities; (4) differing site or concealed conditions, hazardous materials, or conditions requiring engineering or design

clarification; (5) Change Orders, scope changes, or suspensions directed by Owner or the City; (6) weather events, disasters, labor disruptions, or material shortages beyond Contractor's reasonable control; and (7) any other event beyond Contractor's reasonable control that impacts the critical path of the Work.

C. Contract Time Adjustment. Upon an Excusable Delay, the Contract Time in Article III shall be extended day-for-day for the period of Excusable Delay, plus reasonable remobilization time if Work is stopped and later restarted. Contractor shall provide written notice of the Excusable Delay within a reasonable time after becoming aware of the condition (email acceptable). Contractor's daily reports, inspection requests, and communications with the authority having jurisdiction, program, or homeowner may serve as documentation.

D. Suspension; Standby Costs. If an Excusable Delay continues for more than twenty-four (24) hours, Contractor may suspend the affected portion of the Work until the condition is resolved and access and inspections are available, without being in default. To the extent permitted by law and the procurement requirements applicable to this Contract, Contractor shall be entitled to an equitable adjustment to the Contract Price for documented costs arising from an Excusable Delay, including standby time, labor inefficiency, equipment downtime, demobilization and remobilization, extended field overhead, and subcontractor or supplier impact costs.

E. Liquidated Damages Limitation and Non-Accrual. Notwithstanding Article V and any inconsistent provision in the Contract Documents (including any Supplemental General Conditions), liquidated damages shall not accrue and shall not be assessed during any period of Excusable Delay. Liquidated damages may be assessed only for the net delay, if any, that is solely and directly caused by Contractor's failure to diligently prosecute the Work after adjustment of Contract Time for all Excusable Delays. If delays are concurrent or attributable in whole or in part to an Excusable Delay, liquidated damages shall not be assessed for such period. If Owner asserts liquidated damages, Owner shall provide a written calculation identifying the specific days claimed, along with the basis for excluding Excusable Delay days from such calculation.

F. Apportionment of Liquidated Damages (Multiple Properties). The parties acknowledge that the Work under this Contract is performed on six (6) separate properties/homes. Accordingly, any liquidated damages assessed under Article V (and any Supplemental General Conditions addressing liquidated damages) shall be apportioned on a per-property basis as follows: (i) the total daily liquidated damages rate stated in Article V shall be divided equally by six (6) to determine a per-property daily rate; (ii) after expiration of the Contract Time in Article III (as extended pursuant to this Article V-A), liquidated damages shall accrue only for each Property that remains incomplete and not accepted by the City, and shall not accrue for any Property that has been completed and accepted; and (iii) in no event shall the total liquidated damages assessed in any single day exceed the total daily rate stated in Article V. For purposes of this subsection, a Property is deemed complete when all Contract-required Work for that Property is finished and the final required inspection(s) for that Property are approved and/or accepted by the City (or the applicable authority having jurisdiction).

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 including Specifications, drawings and addenda, including Addendum No. 1 (attached).
- Awarded Bid Proposal with Bid Bond

The Contractor must provide the following documents within fourteen (14) days upon acceptance of the bid by City Commission. All of which are familiar to the Contractor and are component parts of the contract.

- Certificate of Insurance
- Performance/Payment Bond

Upon completion of the project, the Contractor shall provide the Owner with the Warranty of Title.

ARTICLE VIII: Severability

Should any term, covenant, condition, provision or sentence or part thereof of this Contract,

including all Contract Documents which comprise the entire agreement, be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms and provisions shall nevertheless remain in full force and effect.

ARTICLE IX: Force Majeure

No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God
b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)
c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest
d) Government order or law
e) Actions, embargoes or blockades in effect on or after the date of this Agreement

f) Action by any governmental authority
g) National or regional emergency
h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and
i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement

ARTICLE X: Human Trafficking

This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit.

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	**Byrdson Services, LLC.**
Joellen Hall _____ *Authorized Signature*	_____ *Authorized Signature*
Name and Title: Joellen Hall, Vice President of Operations	Name and Title: James H. Griffin, CSP, President
Address: 1245 West Cardinal Drive Beaumont, Texas, 77705	Address: 1245 West Cardinal Drive Beaumont, Texas, 77705
February 3, 2026 _____ *Date*	February 2, 2026 _____ *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._____.

ATTACHMENT A - ADDENDUM NO. 1

ADDENDUM NO. 1 (ADDENDUM)

To the Agreement Between CITY OF NEW SMYRNA BEACH and Byrdson Services, LLC (ITB 05-26-ENG)

This Addendum No. 1 (the "Addendum") supplements the Agreement Between CITY OF NEW SMYRNA BEACH and Byrdson Services, LLC, per ITB 05-26-ENG (the "Agreement"). Capitalized terms not defined in this Addendum have the meanings given in the Agreement.

Parties. CITY OF NEW SMYRNA BEACH (the "City") and Byrdson Services, LLC (the "Contractor").
Effective Date. _____, 2026.
Purpose. To incorporate Contractor's technical standards, coordination protocols, risk allocation, and progress-payment milestones specific to single-family flood-mitigation elevation projects performed under FEMA/State/Local programs.

Order of Precedence. If there is a conflict between this Addendum and any other Contract Documents (including exhibits and procurement documents), this Addendum controls to the extent of the conflict, unless prohibited by law or expressly stated otherwise herein.

1. Definitions (Supplementing Agreement)

1.1 Eligible Work means work required to elevate the existing residence and associated systems to meet applicable codes, FEMA/State program requirements, and the stamped engineering plans approved by the Authority Having Jurisdiction ("AHJ").
1.2 Non-Eligible Work / Homeowner Upgrades means optional aesthetic or scope-expanding items requested by a homeowner that are not reimbursable under the City's program (examples in Exhibit A). These are not part of the Contract Sum and, if pursued, must be performed under a separate agreement directly between Contractor and the homeowner after City approval of plans and after Final Completion of Eligible Work and subsequent final inspections by FEMA, unless the City issues a Change Order adding such work at City expense to comply with City code.
1.3 Final Completion means the date when (a) all Eligible Work is complete and fit for intended use in accordance with the approved plans/specifications; (b) all required inspections have passed; and (c) Contractor has delivered: engineer concurrence letter, FEMA Elevation Certificate, and other turnover documents listed in Exhibit B.
1.4 Construction Delay means calendar days of delay caused by (i) documented inclement weather; (ii) revisions to plans/specifications requested or required by the City, AHJ, utility providers, or the City's engineer; (iii) utility provider scheduling beyond Contractor's control; (iv) failure of the City to secure right-of-entry ("ROE") or homeowner vacate/access as set forth in Section 2; or (v) other Force Majeure.
1.5 Worksite means the immediate area within each parcel necessary for Contractor's ingress, egress, staging, lifting operations, foundation, and reconnection activities.
1.6 Code Minimum means the governing edition of the Florida Building Code/IRC and all applicable FEMA/NFIP, ASCE 24, and local floodplain ordinances adopted by the AHJ at permit issuance.
1.7 Engineer of Record (EOR) means the Florida-licensed professional engineer who signs and seals the structural elevation design, foundation drawings, field directives, and concurrence letters. The EOR's sealed plans and written directives govern the technical requirements for the Work and are the controlling basis for technical acceptance by the City.



Contractor's Initials: _____

2. City Preconditions and Coordination Duties

2.1 Right-of-Entry & Access. Prior to mobilization, the City will (a) obtain and provide ROE documents for the property; (b) confirm the homeowner(s) will vacate the dwelling within two (2) days of Contractor's notice to commence elevation and will not re-occupy until utilities are reconnected and the home is secured; and (c) provide any City forms needed for inspections and payment processing.

2.2 Single Point of Contact. The City will designate a Project Representative with authority to transmit instructions, approve submittals, and receive notices. City, homeowners, and third parties shall not issue directives to Contractor's subcontractors or field crews. All direction flows through the City's Project Representative.

2.3 Utilities & Providers. The City will assist in coordinating utility provider requirements and inspection scheduling, but shall be obligated to take responsibility for coordination and inspections if otherwise required to be coordinated by the Contractor. Contractor will coordinate disconnection/reconnection as provided in Section 5, but is not responsible for owner-utility account issues or provider-mandated system upgrades unrelated to Eligible Work.

2.4 Homeowner Communications. The City will communicate to homeowners that (i) the City - not the homeowner - controls scope and schedule for Eligible Work; (ii) homeowners may not direct Contractor or subcontractors; and (iii) any optional upgrades require a separate agreement and must not occur until after Final Completion of Eligible Work unless added by City Change Order for compliance with local City codes.

3. Scope Clarifications and Exclusions (Supplementing Agreement §2)

3.1 Code-Minimum Delivery. Eligible Work will be performed, based on high quality workmanship to Code Minimum and program requirements. Aesthetic or premium options beyond Code Minimum are Non-Eligible Work unless added by City Change Order for compliance with local City codes. In the event of a conflict between Code Minimum and Agreement, the more stringent requirements shall apply.

3.2 Illustrative Non-Eligible Items. Without limitation, the following are typically Non-Eligible, unless they are pre-existing and damaged due to the elevation work: decorative or stamped concrete finishes; enlarged catwalks/decks; premium rails (metal/glass); spiral or cantilever stairs; additional exterior lighting below BFE; sprinkler systems; landscape lighting/speakers; rock gardens; mosquito misters; pool/jacuzzi equipment repairs or replacement beyond disconnection/reconnection; non-structural interior cosmetic repairs (e.g., repainting beyond crack patching; specialty drywall; cabinetry); engineered flood vents beyond standard code-acceptable vents. (Examples and details in Exhibit A.)

3.3 Pre-Existing Conditions. Contractor documents pre-existing damage (photos, video, and a written log). Contractor is not responsible for repair of pre-existing defects or damage not caused by Eligible Work.

3.4 Leveling Effects. Where an existing home is measurably out-of-level, corrective leveling during elevation may cause interior cracking, cabinet shifts, or similar cosmetic effects. Contractor will patch drywall cracks caused by lifting and prepare for paint; but full repainting will not be the responsibility of the Contractor, while tile re-setting or casework realignment are Non-Eligible unless specifically included in the approved plans/specifications.

3.5 Concrete & Hardscape. Contractor will remove only what is necessary for access and will replace with standard concrete where removed for access. Cosmetic upgrades and pre-existing cracks are excluded. Heavy equipment transit may cause additional cracks; Contractor will patch with an appropriate masonry product unless other materials are included in the approved plans/specifications.

3.6 Fences/Walls. Contractor will detach and reset for access where practicable. Rotten, improperly installed, or foundation-less CMU/stucco-over-wood walls are excluded from restoration.

3.7 Pools. Contractor is not responsible for pool chemistry, cleaning, or functionality of pool systems while the property remains under construction. Damage to a separate concrete equipment pad caused by access will be patched only. The Contractor will be fully responsible for any damage caused to the pool or pool components as a result of the elevation work. Pool maintenance will remain the responsibility of the homeowner, who will coordinate with the Contractor regarding pre-scheduled access to the property.
3.8 ADA/Accessibility. If the program authorizes an exterior two-stop personal lift, Contractor will furnish a standard code-compliant unit at Eligible Work pricing. Three-stop or premium configuration is a Non-Eligible upgrade unless added by City Change Order unless it is included in the approved plans/specifications.
3.9 CMU/Structural Walls. The need for and configuration of CMU or other structural walls, shear elements, or lateral bracing shall be determined by the EOR to achieve required flood and wind load paths and Code Minimum. Where CMU walls are required, they will be provided with standard finish unless otherwise specified; decorative stucco/skim coats or architectural treatments are Non-Eligible unless added by City Change Order due to compliance with City code.

4. Change Management; Upgrades; No Directives from Homeowners

4.1 Written Changes Only. No change to Eligible Work will be performed without a written City Change Order. Homeowners may not request or direct changes.
4.2 Upgrades. Unless required by local City code, upgrades are outside this Agreement and will be contracted separately between the homeowner and Contractor after Final Completion of Eligible Work and after a successful final inspection by FEMA.
4.3 Scope Freeze. After foundation design and elevation plan approval, scope changes that affect structure, MEP, or floodplain compliance will reset sequencing and may require time extensions.

5. Utilities; MEP; Disconnection/Reconnection

5.1 Electrical/Telecom/Gas. Contractor will coordinate disconnection and reconnection necessary for elevation. Bringing entire interior systems to current code is not included unless shown on plans/specifications. Receptacles/lights below BFE are homeowner upgrades unless required by local City code.
5.2 Plumbing/Septic. Contractor will disconnect/reconnect at exterior points necessary for elevation and repair affected lines under the home. Septic systems, lift stations, sump pumps, new taps, or replacements unrelated to elevation are excluded unless shown on plans/specifications.
5.3 HVAC. Exterior condensers will be raised on platforms and reconnected. Refrigerant top-off is excluded unless it is needed due to Contractor's elevation work; indoor unit issues, or pre-existing system deficiencies are excluded.
5.4 Utility Provider Upgrades. Any upgrades mandated by utility providers unrelated to the act of elevation are outside the Contract Sum unless added by Change Order, due to compliance with local City Code.
5.5 Pool pumps and heaters (if applicable) will be elevated above BFE.

6. Inspections, Documentation, Acceptance, and Progress Payments

6.1 Access for Inspection. City, AHJ, and program representatives may inspect the Worksite. Contractor will maintain an inspection log and correct non-compliance promptly.
6.2 Turnover Package (Final Completion). At Final Completion, Contractor will deliver (a) engineer concurrence letter; (b) FEMA Elevation Certificate; (c) photo record of major phases; (d) warranty booklet; and (e) permit close-out documents listed in Exhibit B.
6.3 Progress payment milestones. Progress payments are tied to the following milestones. Percentages apply to the Contract Sum for each property and are subject to retainage per the Agreement. City shall process invoices consistent with the Agreement's prompt-payment terms.

M1 - Mobilization, Permits, Pre-Lift Survey & Documentation (10%): Permits pulled; baseline photos/video; pre-existing conditions log; utility coordination notices issued.
M2 - Lift Setup & Structural/Shoring Installation (25%): Jacking system mobilized; steel beams (if required) placed; elevation plan verified by EOR or inspector.
M3 - Raise Structure & Foundation (35%): Structure elevated to design elevation; foundation/piers/CMU complete; flood vents installed, if applicable; EOR interim concurrence letter submitted.
M4 - Stairs/Decks as Designed; Utility Reconnect; Site Restoration (Standard) (20%): Exterior stairs/decks per plans; exterior HVAC on platforms; utilities reconnected; access concrete replaced (standard finish).
M5 - Final Inspection & Closeout (10%): All inspections passed; punch list complete; turnover package delivered (see 6.2).
Invoice Support. Each pay application will include a schedule of values, milestone photos and any required EOR letter for that milestone. Conditional lien waivers will be provided with progress payments; final unconditional waivers will be provided upon receipt of final payment.
6.4 Engineer of Record Authority; Third-Party Opinions. The City will determine technical acceptance based on compliance with the EOR's signed/sealed plans and Code Minimum. Opinions obtained by a homeowner or other third party do not alter the scope, suspend payment, or serve as grounds for rejection of the Work. If the City desires a second opinion, it may initiate an independent peer review by a Florida-licensed professional engineer in the same discipline. The peer reviewer shall (a) issue a written, signed/sealed report identifying deviations (if any) from the EOR plans or Code Minimum; and (b) if deviations exist, identify whether they are the Contractor's responsibility or a change in scope. Contractor will correct verified deviations from EOR plans or Code Minimum at Contractor's expense. If the peer review results in a change in design or scope, such work shall be treated as City-directed change and addressed by Change Order with equitable adjustment of price and time.

7. Schedule; Delays; Stop-Work

7.1 Time Extensions. Contractor is entitled to a day-for-day extension for any Construction Delay.
7.2 Stop-Work by City/Owner. If City or homeowner requests a stop-work not caused by Contractor default, Contractor is entitled to (i) a time extension; and (ii) reasonable demobilization/remobilization costs (optional if acceptable to City), with the exception of stop-work orders issued by the City in its regulatory capacity (i.e., by the Building Department), in which case demobilization/remobilization costs will be the Contractor's responsibility.
7.3 Weather. Documented inclement weather days extend the schedule.

8. Subcontractors; Direction and Communications

8.1 Contractor remains solely responsible for its subcontractors. City and homeowners shall not direct, supervise, or contract directly with Contractor's subcontractors regarding Eligible Work while this Agreement is active. The Contractor will be fully responsible for ensuring high-quality workmanship by all subcontractors.

9. Warranty (Clarification of Agreement's One-Year Warranty)

9.1 Contractor provides a one-year warranty on workmanship and materials furnished by Contractor for Eligible Work only. Warranty excludes (i) normal wear; (ii) damages arising from homeowner actions, third-party work, or utility/provider actions; (iii) pre-existing defects; and (iv) Non-Eligible upgrades installed by others. Warranty claims are submitted to Contractor's Project Manager; Contractor will inspect and respond within ten (10) business days.

10. Records; Photos; Public Records

10.1 Contractor will maintain pre- and post-elevation photo documentation and log of inspections and

corrective actions. Records will be made available to the City consistent with Public Records requirements in the Agreement.

11. Compliance; Flow-Down

11.1 Contractor will comply with applicable FEMA regulations, 2 CFR Part 200 procurement and contract provisions, and 44 CFR Part 206, as already required by the Agreement. Where program guidance conflicts with aesthetic preferences or upgrades, program rules control.

12. No Third-Party Directions; Safety Zone

12.1 For safety, the Worksite is a controlled area. Only authorized personnel may enter during lifting and foundation operations. Homeowners and/or visitors must remain outside controlled zones at all times, unless pre-scheduled visits are coordinated with the Contractor (i.e., for pool maintenance activities).

13. No Waiver of City Immunities; Venue

13.1 Nothing herein waives City sovereign immunity or modifies the Agreement's venue, governing law, or indemnity provisions. This Addendum is intended to clarify scope, coordination, risk allocation, deliverables, and payment milestones.

14. Counterparts; Electronic Signatures

14.1 This Addendum may be executed in counterparts and electronically. An executed counterpart is binding as an original.

SIGNATURES

CITY OF NEW SMYRNA BEACH	BYRDSON SERVICES, LLC
By: _____	By: _____
Name: _____	Name: James H. Griffin, CSP
Title: _____	Title: President
Date: _____	Date: February 2, 2026

Exhibit A - Technical Standards & Illustrative Non-Eligible Items

1. Technical Standards. Eligible Work delivered to Code Minimum; floodplain compliance per FEMA/NFIP and ASCE 24; foundation/piers/columns per signed/sealed engineering, if applicable; CMU/structural walls when and as required by the EOR (standard finish unless otherwise specified); flood vents per code/engineering; exterior HVAC platforms; elevate utilities per AHJ; standard concrete replacement where access removal is necessary.

Note that skim coat to exposed concrete will be needed around the perimeter of the structure to cover the concrete slab imperfections and to produce smooth finish.

Section 2 - Non-Eligible Illustrations; Owner Removals; Limited Repair Obligation to reflect the realities of elevation work and to keep the project moving smoothly on each address. In particular:

Dig/Work Zone and Owner Removals (§2.3). Elevation requires excavation around the structure. Irrigation lines, low-voltage lighting, mister lines, and similar items located in the dig zone may be damaged. The owner should remove and store those items before mobilization. Items left in the dig zone are at owner risk.

Irrigation/Sprinklers - Excluded (§2.5 and §2.7). Irrigation/sprinkler systems are outside the base scope. If the City wants repair of Contractor-caused sprinkler damage, it can be added by Change Order or priced under the SOV line. All other sprinkler work remains excluded.

Limited Repair Obligation (§2.4). Byrdson will correct direct physical damage caused by our negligence and will provide localized patching for lift related drywall cracks. Whole-home repainting, tile re-setting, cabinet realignment, or other broad cosmetic work are not included. If a tile must be replaced due to lift-related patching, we will replace only the affected tile(s) and match as closely as commercially reasonable (size, color, texture, grout). If an exact match is not available from readily available stock, the owner may supply spare stock or the City may authorize an alternate/CO.

Required Perimeter Finish Only (§2.2). The skim coat we are adding is a standard perimeter skim coat to smooth construction edges. Decorative stucco, textures, or architectural coatings remain non-eligible unless added by Change Order.

2. Pre-Existing Conditions. Documented pre-existing cracks/settlement not caused by elevation are excluded.

3. Concrete/Hardscape. Access-related removals replaced with standard concrete; cosmetic finishes by others.

4. Pools. Patch only to access-related cracks in equipment pad; no responsibility for equipment functionality, unless the pool functionality was compromised/affected by the elevation work.

5. Leveling Effects. Patch drywall cracks caused by lifting and prep for paint; full repainting/retile excluded.

Exhibit B - Milestones, Payment & Turnover Deliverables (Duplicate reference for convenience)

Milestones & Progress Percentages (subject to Agreement retainage and prompt pay rules):
M1 - Mobilization, Permits, Pre-Lift Survey & Documentation (10%)
M2 - Lift Setup & Structural/Shoring Installation (25%)
M3 - Raise Structure & Foundation (35%)
M4 - Stairs/Decks as Designed; Utility Reconnect; Site Restoration (Standard) (20%)
M5 - Final Inspection & Closeout (10%)
Turnover Deliverables: engineer concurrence letter; FEMA Elevation Certificate; photo record; warranty booklet; permit close-out documents; as-built foundation/column layout (diagram); any program-required forms.

Address	Base Bid	Alternate	Total (incl. alternate)
455 Desoto Drive	$ 423,560.00	$ 46,080.00	$ 469,640.00
645 Goodwin Avenue	$ 323,800.00	$ 34,776.00	$ 358,576.00
647 Goodwin Avenue	$ 299,800.00	$ 31,896.00	$ 331,696.00
508 South Indian River Road	$ 358,375.00	$ 39,510.00	$ 397,885.00
529 South Peninsula Avenue	$ 327,950.00	$ 34,884.00	$ 362,834.00
640 South Pine Street	$ 277,450.00	$ 29,124.00	$ 306,574.00
	$ 2,010,935.00		**$ 2,227,205.00**

Byrdson Services, LLC
January 9, 2026

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

https://www.cityofnsb.com/

ITB 05-26-ENG

ELEVATION OF SIX (6) FLOOD-PRONE HOMES

RELEASE DATE: November 26, 2025
DEADLINE FOR QUESTIONS: December 18, 2025
RESPONSE DEADLINE: January 8, 2026, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:
https://procurement.opengov.com/portal/cityofnsb

City of New Smyrna Beach

ITB 05-26-ENG

Elevation of Six (6) Flood-Prone Homes

I. Public Notice .....
II. Introduction .....
III. General Definitions .....
IV. Meeting and Due Date(s) .....
V. Project Specific .....
VI. Minimum Qualifications .....
VII. Information for Bidders .....
VIII. Contractor Specific .....
IX. FEMA Federal Requirements .....
X. Total Bid Proposal .....
XI. Insurance Requirements .....
XII. Required Responses .....

Attachments:

A - Public Records
B - Draft Contract
C - Required Documentation and City Forms
D - FEMA Debarment Form
E - Certification regarding Lobbying
F - Contracting with MBEs_WBEs_VOBs_LSAFs Form
G - FEMA Elevation Certificate (exp. 06-30-26), template
H - Location Maps
I - Photographic Documentation
J - Possible Questions with Answers
K - Structure Footprints
L - FEMA Grant Agreement (4337-373-R-b)
M - Preliminary Structural Engineering Assessments

N - FEMA’s Archaeological Monitoring Requirement
O - 2 CFR Part 200 Subpart D & Appendix II

I. Public Notice

I.A Public Notice

05-26-ENG, Elevation of Six (6) Flood-Prone Homes

The City of New Smyrna Beach is seeking interested Contractors to submit proposals for the Elevation of six (6) Flood-Prone Homes. The project will provide protection against a 100-year storm event (at a minimum). The project will be partially funded by FEMA as part of the Hazard Mitigation Grant Program (HMGP) (75% Federal match) while the remaining 25% local match will be provided by the City of New Smyrna Beach and the corresponding homeowners.

THIS SOLICITACION RELATES TO AN ELEVATION PROJECT INVOLVING 6 SINGLE-FAMILY HOMES, WHICH WILL RECEIVE FINANCIAL ASSISTANCE FROM FEMA VIA THE HAZARD MITIGATION GRANT PROGRAM (HMGP). COMPLIANCE WITH FEDERAL LAWS, REQUIREMENTS AND SUBMISSION OF GRANT RELATED FORMS ARE MANDATORY COMPONENTS OF THIS SOLICITATION.

The solicitation documents can be obtained through the City's eProcurement Portal found at https://procurement.opengov.com/portal/cityofnsb. All required documents shall be completed and submitted through the City's eProcurement Portal.

End of Advertisement

Publish: Wednesday, November 26, 2025
Daytona News Journal
www.cityofnsb.com
OpenGov: https://procurement.opengov.com/portal/cityofnsb

II. Introduction

THIS SOLICITACION RELATES TO AN ELEVATION PROJECT INVOLVING 6 SINGLE-FAMILY HOMES, WHICH WILL RECEIVE FINANCIAL ASSISTANCE FROM FEMA VIA THE HAZARD MITIGATION GRANT PROGRAM (HMGP). COMPLIANCE WITH FEDERAL LAWS, REQUIREMENTS AND SUBMISSION OF GRANT RELATED FORMS ARE MANDATORY COMPONENTS OF THIS SOLICITATION.

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

This elevation project encompasses six (6)New Smyrna Beach single-family homes located within Special Flood Hazard Areas (SFHA) classified as Zone "AE", per FEMA's Flood Insurance Rate Maps. These homes have a history of recurring structural flooding. Due to their finished floor elevations being below the Base Flood Elevation (BFE) established by FEMA, these homes are presently in imminent risk of reoccurring flooding.

The Hazard Mitigation Grant Program (HMGP) grant sponsored by the Federal Emergency Management Agency (FEMA) allows for the implementation of long-term hazard mitigation measures after a Presidential major disaster declaration to reduce the loss of life and property due to natural disasters. Following its commitment to serve and protect its residences, the City of New Smyrna Beach has recently secured federal funds from FEMA's HMGP program to elevate these 6 homes and therefore remove them from harm's way (HMGP Contract No. 4337-373-R-b). The elevation project will protect these homes following the 100-year storm event as they will be elevated to 10 feet from existing ground. Consequently, after the elevation work, future flood-related damages and flood claims will be reduced and/or eliminated.

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:
Engineering

II.D Timeline

All dates are tentative. The City reserves the right to change scheduled dates.

Issue Invitation to Bid Notice	November 26, 2025
Pre-Bid Meeting (Non-Mandatory)	December 9, 2025, 2:00pm On-line Teams Meeting: A link to join the meeting and the number to dial by phone is provided in Section IV.A of this document.
Deadline for Written Questions	December 18, 2025, 5:00pm
Bid Due Date	January 8, 2026, 2:00pm
Bid Opening (Non-Mandatory)	January 8, 2026, 3:00pm On-line Teams Meeting: A link to join the meeting and the number to dial by phone is provided in Section IV.D of this document.
Recommendation to the Commission	January 13, 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 as 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. Meeting and Due Date(s)

IV.A Pre-bid Meeting and Site Visit

- **Pre-bid Meeting:** There will be a virtual non-mandatory pre-bid meeting at 2:00 pm on Tuesday, December 9, 2025. Attendance is strongly encouraged to understand the requirements of the Scope of Work.
    - Click on the link to join the meeting: Join the meeting , Meeting id: 266 621 238 162 60, Passcode: 9ur2uU7g
    - or dial in by phone: 786-636-1338. Phone ID: 419 303 622#.
- **Pre-bid Site Visit:** It is recommended that the bidders perform a pre-bid site visit to become familiar with the six project sites including their geographic location and accessibility. In order to facilitate all potential bidders and reduce the impact to the property owner the City will designate a specific date and time each Contractor will have the opportunity to inspect the property and dwelling unit, upon receipt of a notification from the bidder with desire to inspect.

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 Thursday,

December 18, 2025. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

When asking questions, be sure to enter each question separately.

Bidders must clearly understand that the only official answer or position of the City shall be the one stated in writing by the City.

All responses to questions will be in the form of an addendum that will be posted on OpenGov. Bidders are required to acknowledge receipt of the posted addendums, if any, by signing a posted addendum and submitting a signed copy with a submitted bid.

It is the responsibility of the prospective respondents to check OpenGov for addendum(s) and other important information pertaining to this solicitation. The City reserves the right to make a written request for additional information from a Contractor/Vendor to assist in understanding or clarifying a Bid Proposal. The responses are to be provided in writing.

The City is not responsible for the content of any public solicitation package received through any 3rd party bid service or any source not listed above. It is the sole responsibility of the contractor to ensure the completeness of the documents received from any 3rd party. The city is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from our or any website.

IV.C Due Date for Bids

Electronic bids shall be received prior to 2:00 pm on Thursday, January 8, 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 Bid Opening

Sealed proposals will remain sealed until the time of opening listed in Section 2 of this document. Through Microsoft Teams, the received proposals will be publicly opened, and the proposers' names read aloud at that time. It is important to note that this is public meeting, and the meeting will be recorded. No discussion of the Proposals will occur at this time.

Click on the link to join the meeting: Join the meeting, Meeting id: 221 472 198 096 04, Passcode: qg7QF9d4

or dial in by phone: 786-636-1338. Phone ID: 419 303 622#

V. Project Specific

V.A General Overview

This project encompasses turnkey services for the elevation on concrete piers of 6 single-family residential structures to be elevated 10 feet from existing ground, including structural assessment, boundary survey, geotechnical assessment, construction plans, permitting, disconnection and reconnection of all utilities, elevation work, installation of medically-necessary lift platforms, post-improvement elevation certificates, archaeological monitoring services, and coordination with City staff and homeowners. Once the original structures are elevated, the areas under the elevated structures will remain in a non-habitable state as they will strictly serve for temporary storage or parking purposes only. No enclosed space at grade level is proposed.

The homes that are part of this elevation project are proposed to be elevated 10 feet and include the following:

- 455 DeSoto Drive, New Smyrna, Florida 32169
- 645 Goodwin Avenue, New Smyrna, Florida 32169
- 647 Goodwin Avenue, New Smyrna, Florida 32169
- 508 South Indian River Road, New Smyrna, Florida 32169
- 529 South Peninsula Avenue, New Smyrna Beach, Florida 32169
- 640 South Pine Street, New Smyrna Beach, Florida 32169

All homes will be elevated 10 feet. Regarding the foundation design, the work shall comply with Florida Building Code (latest edition), specifically R322.2.3 and R404, as applicable. The existing concrete slabs will be elevated with the home structures, including the garage areas.

Pre-bid Site Visit: It is strongly recommended that the bidders perform a pre-bid site visit to become familiar with the six project sites including their geographic location and accessibility. In order to facilitate all potential bidders and reduce the impact to the property owner the City will designate a specific date and time each Contractor will have the opportunity to inspect the property and dwelling unit, upon receipt of a notification from the bidder with desire to inspect.

The project will provide protection against a 100-year storm event (at a minimum). The project will be partially funded by FEMA as part of the Hazard Mitigation Grant Program (HMGP) (75% Federal match) while the remaining 25% local match will be provided by the City of New Smyrna Beach in combination with the corresponding homeowners.

The project must be completed in strict compliance with the requirements specified in the corresponding HMGP grant agreement, the current Florida Building Code, ASCE 24-14 or latest edition and shall meet National Flood Insurance Program (NFIP) standards per 44 CFR Part 60 as

well as local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.

In the case of homes with attached garages, elevated garages shall be converted to non-air-conditioned storage spaces. Garage doors shall be removed, and garage door openings shall be enclosed with an exterior wall and window in accordance with the City's ventilation requirement.

Note that all homes with the exception of 647 Goodwin Avenue will require a powered platform lift as a component of an accessible route to an elevated structure, besides the typical stairs with rails. Platform lifts will need to provide front or side access while stairs will need provide front and rear access to the elevated homes. The city does not have specific requirements for platform lifts; however, they must meet the requirements of the Florida Building Code for 1 and 2 family dwellings, as well as the 2010 ADA Standards of Accessible Design.

Each structure will be required to have both a front and rear entry/egress both equipped with stairs FBC compliant & handrails along with one mechanical lift. Per City Code, a minimum of a 5-foot x 5-foot pad or platform shall be provided at the primary point of ingress/egress (front door). All other access points currently at grade such as sliding glass doors will not be equipped with stairs, although they will have a wooden patio (min. 60 sq.ft.). All exposed utilities will be elevated before being reconnected once the structures are elevated. To clarify, the existing overhead electric will be relocated to be underground, requiring new conduit and cable to the point of service.

Once the house is elevated and the exposed concrete slab is exposed, the outside surface of the concrete slab perimeter will be required to be treated with cementitious material, skim coat, or similar, to provide a uniform and even surface.

When completed, each home will exceed the local Flood Zone requirements (i.e., having the lowest floor at a minimum of two feet above the Base Flood Elevation (BFE) plus three feet to account for sea level rise). Although enclosed areas are not anticipated as part of the scope of work of this project, note that in compliance with the NFIP program, any enclosed area below the BFE must have hydrostatic openings consistent with the local building code to allow for automatic entry/exit of floodwaters, and all construction materials below the BFE shall be flood resistant.

Ground disturbance will be limited to the parcels with structures to be elevated and will not encroach into adjacent parcels. The staging area will be located on site or utilize the City-owned vacant parcels located at 613 Goodwin Avenue and 632 Pine Street, after coordination with City staff (Engineering Department).

Upon completion of the elevation work, the Contractor will be required to provide the City with two (2) Elevation Certificates per structure, including a pre-elevation elevation certificate and a post-elevation elevation certificate that confirm the new elevation of each of the 6 structures using FEMA Form FF-206-FY-22-152, ensuring that the structures have been elevated to the proper elevations. Expired versions of this FEMA form will not be accepted. A current sample Elevation Certificate template has been attached to this advertisement for reference.

Per FEMA requirements, this project will require archaeological monitoring services during initial ground disturbance at each of the six (6) work sites. Therefore, the Contractor shall retain and pay for the services of a licensed archaeologist meeting the Secretary of the Interior's professional qualifications for archaeology per 36 CFR Part 61 (refer to the Attachment entitled "FEMA's Archaeological Monitoring Requirement" for additional guidelines regarding this requirement).

Professional archaeologists to be retained by the Contractor to perform services for this project shall include individuals who meet the standards of the Register of Professional Archaeologists as well the Secretary of the Interior's (SOI) Standards and Guidelines for archaeology. SOI qualified archaeologists must, as a minimum, hold a graduate degree in anthropology, archaeology, or a closely related field; have at least a year of professional experience in archaeology; have at least four months of supervised field and analytic experience in general North American archeology, and have demonstrated the ability to carry research to completion. All professional archaeologists should adhere to the Society for American Archaeology Principles of Ethics.

The Archaeologist will have the ability to stop construction activities should said activities divert from the approved scope of work or area of potential effect and inform the City's Project Manager. The Archaeologist will also have the ability to stop construction activities if human remains or intact archaeological deposits are uncovered. Work in the vicinity of the discovery will stop immediately and all reasonable measure to avoid or minimize harm to the finds will be taken. The City's Project Manager shall be contacted immediately upon discovery to ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

A final draft of the archaeological monitoring report that conforms to survey report standards set out in the Florida Department of State Division of Historical Resources Archaeological and Historic report Standards and Guidelines 1A-46.001 of Florida Administrative Code will be submitted to the City's Project Manager.

V.B Work Requirements

1. Structural Assessment: Prior to initiating work, the Contractor shall perform structural assessments of each of the six (6) properties to be elevated to confirm the structural integrity of the homes and their feasibility to sustain the elevation work successfully. This may also involve a subsurface investigation by a geotechnical engineer, if needed.

Note that preliminary structural evaluation assessments for each of the six (6)homes were prepared as part of the FEMA grant application and have been attached to this advertisement.

2. Survey: Prior to initiating work, the Contractor shall survey and stake boundaries at each of the six (6) properties. All survey work must be completed under the supervision of a Florida Registered Professional Land Surveyor. The Contractor, to the satisfaction of the City's Project Manager and Construction Inspector, shall designate all trees, plants, shrubs, fencing, and other items to remain undisturbed. The Contractor shall protect and preserve all existing items.

3. Utility Disconnects/Reconnects: All utilities shall be disconnected and re-connected to the currently functioning utility system. The Contractor shall coordinate with City and Utility Companies to ensure that all utilities are properly disconnected and re-connected in accordance with each individual utility company's requirements. All electrical services shall be underground from the power source (nearby existing power pole) to the meter location associated with each of the homes to be elevated.

Where it is necessary to maintain any power, water, sewer, gas or electric lines during elevation, such lines shall be so relocated or protected with substantial coverings as to protect them from injury and to afford safety to the workers.

The Contractor shall be responsible for ensuring essential systems are maintained in such a manner that damage to the existing property does not occur during utility disconnection: home dehumidification, pool pump circulation, etc.

Specific Conditions related to electric, water, and sewer service from the Utilities Commission, City of New Smyrna Beach (UCNSB):

a. Do not request a demolition permit for the utilities to prevent UCNSB from cutting power, water, and sewer service.

b. Once a Contractor is selected, the Contractor will hold an onsite meeting with UCNSB field supervisors for electric, water, and sewer to establish logistics on utilities disconnect/reconnect
for the work to minimize service disruptions.

c. Since the City requires existing overhead electric service to be converted to underground electric service for each house, there will be labor and material cost for UCNSB's work to pull new conductors. The typical cost for a 2/0 conductor less than 100 feet should be assumed to cost $1,000.00 per house. Contractor will be required to install the conduit from the pole to the
meter base. The Contractor shall include the expected $1,000.00 cost for electrical services in their bid. If the cost comes in higher, the Contractor will be required to submit proper documentation as justification to any cost overage in the form of a change order request.

d. There is no reclaimed water.

The City encourages the selected Contractor to have marked / located all existing utilities prior to their disconnection. For gas service, coordination with the Florida Public Utilities Commission regarding active accounts with gas meters is anticipated.

4. Elevation:

4.1. Inspection: During elevation, the Contractor shall continually inspect the work to detect any hazards to workers resulting from weakened or deteriorated floors or walls or loosened material. No employee shall be required or permitted to work where such hazards exist unless they are corrected by shoring, bracing, or other effective means.

4.2. Protective Apparel: All personnel onsite shall wear personal protective equipment appropriate for the work being performed.

4.3. Protection of Adjacent Structures and Facilities: No elevation shall be performed that may damage other structures on adjacent properties. If deemed necessary and reasonable by the Construction Inspector, the Contractor shall provide sheet-piling, shoring, plywood, bracing or other such means as may be necessary to ensure protection of structures on adjoining properties and to prevent injury to the people living on the adjoining property.

The Contractor shall conduct the elevation operations to ensure minimal interference with roads, sidewalks, or other adjacent facilities. Any damages caused by the construction operations to adjacent structures, personal property, roads, sidewalks, and other facilities shall be repaired or otherwise compensated for by the Contractor at no expense to the City or additional change orders to the contract.

4.4. Construction Fencing: Will be required along every road, sidewalk or other access point bordering elevation operations construction fencing not less than six (6) feet in height shall be erected to prevent unauthorized persons from entering the site of such operations.

5. Access: No roads, bridges, sidewalks, or driveways of other properties shall be closed or otherwise obstructed for any length of time without written permission from the City's Project Manager prior to the Contractor commencing work. The Contractor shall notify the City's Project Manager and Construction Inspector no less than 48 hours prior to commencing work. The Contractor is responsible for all temporary access needed to access structures on subject properties and may be required to submit a maintenance of traffic (MOT) plan to be reviewed by City staff.

6. Pre-Construction Video: Prior to initiating the elevation work, the Contractor shall prepare a pre-construction video for the purpose of documenting the pre-construction condition of the exterior and interior of each structure to be elevated. Moreover, the pre-construction video shall also document existing drainage patterns from each property, including the front, rear and side yards and the adjacent right-of-way.

7. Staging Areas: The primary staging area should be the private parcels where the houses are located. Due to size limitations of some parcels, a secondary staging area can be made available to the Contractor at nearby City-owned undeveloped lots located at 613 Goodwin Avenue or 632 Pine Street upon prior coordination with City staff (Engineering Department).

Staging areas, including the previously referenced City-owned parcel, shall be secured (i.e., fenced) and screened throughout the duration of the work and restored to existing conditions after work completion.

8. Grading: After completing trash and debris removal and any fill placement, the Contractor shall ensure that each property is properly graded with positive drainage. Care shall be taken to prevent excess drainage onto adjacent property beyond that amount normally draining across the property prior to construction work. The Contractor shall grade and level the surface to meet adjacent contours and return the property to a natural state. Final grades shall be to the

satisfaction of the City's Project Manager. As part of the building permit requirement a general grading plan will be required showing proposed grades and any adjustments to the existing topography.

9. Erosion Control: Contractor shall implement sediment and erosion control measures throughout the duration of construction to avoid sediment transport from the construction sites. Each site must be returned to pre-construction condition including in-kind restoration of landscaping and sodding.

10. Grant-Related Deliverables: Per FEMA grant requirements, the city must prepare and submit quarterly reports to the State of Florida Division of Emergency Management in mid-January, mid-April, mid-July, and mid-October of each year while construction takes place.

The Contractor will be required to coordinate with the city and the Grant Manager regarding specific information required to prepare the quarterly reports, including project progress, projected schedule (including any revisions), etc., when requested by the city.

Once the elevation of the six (6) homes is completed, the Contractor will be required to furnish the following documentation to the City for grant close-out purposes and for each of the six (6) homes to be elevated, at a minimum:

a) A Local Building Official Building Permit.

b) A Copy of the Certificate of Completion or copy of the Local Building Official Inspection Report and Final Approval, as applicable, certifying that the structure is code compliant.

c) Copies of two (2) signed and sealed Elevation Certificate, per structure, depicting before and after mitigation conditions, respectively, showing the Base Flood Elevation and the elevation of all components, to ensure the structure has been elevated to the proper elevation.

d) All Product Specification / Data Sheets (technical standards) satisfying protective requirements on all products utilized.

e) Archeological Materials - Project affects undisturbed ground - potential for presence of archeological resources. If no archeological materials are discovered during project construction provide a letter stating so.

f) An archaeological monitoring report that conforms to survey report standards set out in the Florida Department of State Division of Historical Resources Archaeological and Historic Report Standards and Guidelines 1A-46.001 of Florida Administrative Code summarizing all findings from the six (6) work locations prepared after the conclusion of all ground disturbing activities.

g) Permit(s) and verification of compliance. If no permit was needed - a letter stating, "No permit required".

h) Proof of compliance with Project Conditions and Requirements contained in the FEMA grant agreement.

V.C 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 by **October 31, 2026.**

The City understands that lead times are becoming an issue throughout the construction industry. Please be aware that, due to the grant end date of November 30, 2026, the City will be able to issue very limited consideration for extensions for documented delays on purchase orders and substantiated lead time provided by suppliers.

V.D Drawings

General:

The Contractor will be responsible for the preparation of the construction plans and specifications related to this project.

Checking of Drawings and Dimensions:

A. The Contractor shall check all drawings furnished by his sub-contractor immediately upon their receipt and shall promptly coordinate with the resident regarding 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 on the drawings as necessary to avoid any site accessibility concerns.

Copies of Drawings and Specifications Furnished:

The Contractor shall furnish to the City 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.E 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 the actual cost of the extra work including revenue.

C. 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.

D. 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.F Clean-Up

The Contractor shall keep the construction site free of rubbish and waste materials and shall restore to it to its original condition or better those portions of the site disrupted by the construction. Clean-up and restoration shall be accomplished on a continuing basis throughout the contract period and in such a manner as to maintain a minimum of nuisance and interference to the Owner, residents, and works at or adjacent to the project site. The Contractor shall also remove, when no longer needed, all temporary structures and equipment used in his operations. It is the intent of this specification that the construction areas and those other areas not designed for alteration by the contract documents shall be restored to their original condition as nearly as possible.

V.G Required Licenses and Permits

The Contractor and all subcontractors or employees hired by the Contractor shall have all current licenses and permits required for all the work for which they are hired. The Contractor must be registered with Volusia County to perform the professional services required under this contract. For registering with Volusia County, please refer to "contractor licensing" procedures, which can be requested online by the applicant and expeditiously processed by Volusia County, by accessing the following link: https://www.volusia.org/services/growth-and-resource-management/building-and-zoning/contractor-licensing/#.

The Contractor shall follow all applicable State, Local and Federal Laws, Regulations, and requirements, and obtain (before starting project work) and comply with all required permits and approvals. The Contractor will be required to secure, at a minimum, a local Building Official Building Permit.

Upon completion of construction plans, the Contractor must also coordinate with the City to submit all plans to the City to obtain a floodplain permit before the work begins.

V.H Human Remains or Archaeological Resources

If, at any time, human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery must stop immediately and the Contractor must notify the City's Project Manager immediately to ensure that all reasonable measures to avoid or minimize harm to the

finds will be taken. The city must contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery will not resume until FEMA has completed consultation with the State Historic Preservation Office (SHPO), Tribes, and other consulting parties, as necessary.

Archaeological discoveries must be secured in place, access to the sensitive area must be restricted, and all reasonable measures must be taken to avoid further disturbance of the discoveries. In the event that unmarked human remains are encountered during permitted activities; all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05.

V.I Performance Schedule

To maintain compliance with FEMA deadlines for completion of work, the Contractor shall commence work within ten (10) days of the Notice to Proceed and must complete all work on or before October 31, 2026. Final completion includes all administrative items to achieve a Certificate of Completion from the City.

The Contractor shall attend a project kick-off meeting with the City Representatives to discuss the projected elevation schedule, including the proposed order in which the six (6) homes will be elevated by the Contractor. Moreover, the Contractor will coordinate with City Representatives to confirm how each site will be accessed, where staging will be located, how traffic control will be accomplished and the general methodology which will be used to complete the work.

Working days are Monday through Sunday. Work hours shall be 7:00 AM to 7:00 PM Monday through Friday, 8:00 AM to 6:00 PM on Saturday and 11:00 AM to 6:00 PM on Sunday.

The Contractor shall adhere to the City's Construction Site Management guidelines as defined within Ordinance 60-19 which entails site preparation, environmental requirements, maintenance & upkeep, grading, material storage/stockpiling, allowable workdays and hours of operation, and other conditions to be fulfilled during the course of the project. A copy of Ordinance 60-19 is provided as an attachment.

Work not completed by the October 31, 2026, deadline will constitute a breach in the contract with the City of New Smyrna Beach. The Contractor shall be liable to the City for liquidated damages in the sum of ONE THOUSAND SIX HUNDRED AND NINETY-FOUR ($1,694) dollars for each calendar day passed October 31, 2026, until the work is fully completed.

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.
- Active registration in Sam.Gov as this project involves federal funding from FEMA.
- 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.

The City of New Smyrna Beach may make such investigations as it deems necessary to determine the ability of the Contractor to perform the work and the Contractor shall furnish to the Owner any additional information and financial data for this purpose as the Owner may request. The data shall include a detailed and up-to-date list of equipment, which the bidder proposes to use, indicating which portions it already possesses and a detailed description of the method and program of the work it proposes to follow. The Contractor shall also submit a list of the subcontractors, if any, that it intends to use.

VII. Information for Bidders

VII.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.

VII.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.

VII.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.

VII.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.

VII.E Bid Security

The bid response shall be accompanied by a Bid Security of no less than ten (10%) 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%) 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 NO VALUE 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 NO VALUE 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 Thursday, January 8, 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.

VII.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.

VII.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.

C. No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

VII.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.

VII.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.

VII.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.

VII.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.

VII.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.

VII.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.

VII.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.

VII.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.

VII.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.

VII.Q 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.

VII.R 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.

VII.S 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.

VII.T 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.

VII.U 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.

VII.V 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.

VII.W 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.

VII.X 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.

VII.Y 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.

VII.Z 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.

VII.AA 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.

VII.BB 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.

VII.CC 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.

VII.DD 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.

VII.EE 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."

VII.FF 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.

VII.GGRelation 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.

VII.HHRequests 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.

VII.II 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.

VII.JJ State Registration Requirements

Bidders submitting a bid in response to this solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract.

Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations at (800) 755-5111 or visit the following website: (http://www.dos.state.fl.us).

VII.KK Title VI

No person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity of the City of New Smyrna Beach.

VII.LL 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.

VII.MM 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.

VII.NNPayment 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.

VIII. Contractor Specific

VIII.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.

VIII.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.

VIII.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.

VIII.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.

VIII.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.

VIII.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).

VIII.G Permits, Licenses, Taxes and Regulations

A. All permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor.

B. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in the Contract under Paragraph VIIJ, Changes in the Work. If the Contractor

performs any work contrary to such laws, ordinances, rules and regulations, and does not comply with the aforesaid procedure, he shall bear all cost incident to such violation.

VIII.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.

VIII.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.

VIII.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.

VIII.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.

VIII.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.

VIII.M Notice to Proceed

When the Contract has been executed on the part of the Owner, it shall be forwarded to the Contractor together with the Notice to Proceed. The Notice to Proceed shall include the time for completion. The Contractor shall begin construction operations at the site within ten (10) days after the date of such notice. The contact time shall begin ten (10) days after the date of the Notice to Proceed.

VIII.N 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 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 ONE THOUSAND SIX HUNDRED AND NINETY-FOUR ($1,694) dollars FOR EACH CALENDAR DAY of the delay until the work is completed or accepted. Said amount is agreed upon because the injury that the Owner may sustain by reason of contracting breach would be impossible to ascertain or estimate; such sum is agreed upon as liquidated damages and is intended as compensation for the injury suffered by the Owner, rather than as a penalty.

Additional Owner Expense:

Should the Contractor fail to complete the work during the specified number of calendar days, it is agreed that for each day of overrun until final completion, all expenses of engineering supervision and inspection furnished by the City shall be at the expense of the Contractor and /or Surety. Such engineering expense shall be considered to be equal to the job payroll of the City plus One Hundred Fifty (150%) Percent thereof for overhead, plus on-the-job mileage. Such engineering expense shall be deducted from monies due the Contractor. The amount of such expenses shall be construed to be in addition to other damages for delays that might be assessed by the City.

VIII.O Off-Site Liability Coverage

In addition to all other terms, covenants and conditions, the Contractor agrees that in the event the structure is moved off-site, and during said move, the said structure either collapses or otherwise cannot be moved in the normal and customary manner, he shall be responsible for all costs to the City and any liability, tort or otherwise, imposed by law, and shall secure a policy of insurance to cover such an event in an amount of at least one million dollars and shall have the City of New Smyrna Beach as co-insured on said policy of insurance.

VIII.P Payments to the Contractor

Monthly Payments to the Contractor: The Contractor shall plan his work for construction on the basis of monthly pay periods. So long as the work is prosecuted in compliance with the provisions of the contract, the Contractor shall, on or about the last day of the pay period, make an approximate estimate, in writing on a form approved by the Engineer, of the proportionate value of the work done, items and locations of the work performed up to and including the last day of the period then ending. The Contractor is responsible for all payments for stored material, and no payment shall be included in the Pay Request for stored materials. The Engineer shall then review said estimate and make the necessary revisions so that the estimate can receive his approval. If the Contractor and the Engineer do not agree on the approximate estimate of the proportionate value of the work done for any pay period, the determination of the Engineer shall be binding. The amount of said estimate, after deducting the retainage and all previous payments, shall be due and payable to the Contractor within thirty (30) days after presentation of the estimate to the Owner. Any Periodical Pay Estimate signed by the Contractor shall be final as to the Contractor for any or all work covered by the Periodical Pay Estimate.

Contractor's Warranty of Title:

A. The Contractor warrants and guarantees that title to all work, materials and equipment covered by an application for payment, whether incorporated in the project or not, shall pass to the Owner at the time of payment, free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens" in these General Conditions).

B. The Contractor agrees to furnish an affidavit stating that all laborers, materialmen and subcontractors have been paid on the project for work covered by the application for payment and that a partial or complete release of lien, as may be necessary, be properly executed by the material men, laborers and subcontractors on the project for the work covered by the application for payment, sufficient to secure the Owner from any claim whatsoever arising out of the aforesaid work.

Correction of Work Before Final Payment:

A. The Contractor shall promptly remove from the premises all material condemned by the Engineer as failing to conform to the Contract whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accord with the Contract and without expense to the Owner and shall bear the expense of making good all work of other Contracts destroyed or damaged by such removal or replacement.

B. If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Owner may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days time thereafter, the Owner may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceed thereof after deducting all the cost and expenses that should have been borne by the Contractor.

Liens: Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof. In addition, thereto, in either case, the Contractor shall provide an affidavit that so far as the Contractor has knowledge or information, all includes receipts or releases for all the labor and material for which a lien could be filed. The Contractor may, should any subcontractor refuse to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify that payments are made. The Contractor shall refund to the Owner all money payments that the latter may be compelled to pay in discharging such a lien, including all interest, costs, and reasonable attorney's fees.

Final Inspections: When the Contractor has completed the work in compliance with the terms of Contract Documents, the Contractor shall notify the Engineer in writing that the project is ready for final inspection.

The City shall then advise the Contractor as to the arrangements for final inspection and what work, if any, is required to prepare the project or a portion thereof for final inspection. When the Engineer determines the project or portion thereof is ready for final inspection, the Engineer shall perform the same. Upon completion of the final inspection, the City shall prepare a list of errors of either commission or omission by the Contractor, reasonably observable, and determined under the conditions governing and restricting said final inspection. When all such errors have been corrected, a final re-inspection shall be made. The process shall be repeated until, in the opinion of the City, the project has been completed in compliance with the terms of the Contract Documents as can best and reasonable be observed and determined under the conditions governing and restricting said final inspection. The Engineer shall, pursuant to such inspection and re-inspection, certify to the City as to the completion of the final inspection. It is understood that the certification covers only those items which can be physically inspected, and the Engineer's certification indicates compliance within the standards of the construction industry, as interpreted by the Engineer.

Final Acceptance: When the City shall certify the completion of the final inspection, the Contractor may make request for final payment. With the request for final payment, the Contractor shall furnish evidence satisfactory to the Owner's legal advisors that the Contractor has fully paid all debts for labor, materials and equipment incurred in connection with the work. The Contractor must provide all evidence required by the Contract to assure the Owner of complete compliance with all terms of the Contract. When the Owner has acknowledged the compliance with the terms of the Contract, and has received certification of final inspection, the Owner shall notify the Contractor of final acceptance by the Owner. The date of final acceptance shall be assumed as the date of final completion of the project, unless the Owner, with the Contractor, has made previous agreement.

Final Payment: When the Owner has made final acceptance, the City shall then review the amount of final request for payment and certify the amount of this approval. Upon approval by the Engineer, the Owner shall make final payment of the contract amount, plus all approved additions, less approved deductions and previous payments made.

Termination of Contractor's Responsibility: The Owner shall consider the Contract complete when all work has been finished, the final Inspection certified by the City, and the project finally accepted in writing. The Contractor's responsibility shall then terminate except as otherwise required and set out in the Contract Documents.

VIII.Q Preconstruction Conference

Prior to starting the work, a preconstruction conference shall be held to review the work schedules, to establish procedures for processing periodical pay estimates, and such other matters as may be pertinent to the project.

VIII.R 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.

NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. The CONTRACTOR shall not be entitled to an increase in the Contract Sum or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the City or its agents. Otherwise, the CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole an exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above

VIII.S 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.

VIII.T Royalties and Patents

The Contractor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment that the Contractor is furnishing. The Contractor shall defend all suits or claims for infringement of any patented right and shall save the City harmless from loss on account thereof and cost and attorney's fees incurred, therefore.

VIII.U Safety and Health Regulations

A. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54).

B. The Contractor shall allow representatives of the Department of Labor full access to the project for inspection.

VIII.V Sanitary Regulations

Adequate sanitary conveniences for the use of persons employed on the work site shall be provided at Contractor's expense and shall be properly secluded from public observations. The Contractor shall construct and maintain the sanitary facilities in such a manner and at such points as approved by the Owner. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. Upon completion of the work, they shall be removed from the premises, leaving all clean and free from nuisance.

VIII.W Save Harmless Clause

The Contractor covenants and agrees to indemnify and save harmless the City, its employees, officials, and agents, and defend them from all costs, expenses, damages, attorney's fees, injury or loss, to which the City may be subject by any person, firm, corporation or organization by reason of any wrongdoing, misconduct, want or need of care or skill, negligence or default or breach of Contract, guaranty or warranty, by the Contractor, his employees, his agents or assigns.

VIII.X Termination

Termination for Convenience:

The City reserves the right to terminate the Agreement in whole or part at any time without penalty or cause, which termination date shall not be less than thirty (30) days after the date of such written notice. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the City. In the event of termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and delivered to the City. The Contractor shall be entitled to

receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination. Such compensation shall be the Contractor's sole remedy against the City in the event of termination under this provision.

Termination for Cause or Default:

The City reserves the right to terminate the Agreement in whole or in part due to the failure of the Contractor to comply with any term or condition of the Agreement, including failure to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The City shall provide written notice of the termination and the reasons for it to the Contractor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and be delivered to the City on demand. The City may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement. The Contractor shall be liable to the City for any excess costs incurred by the City in re-procuring the materials or services.

Contractor's Right to Terminate:

If the work should be stopped for a period of three (3) months, under any order of any court or public authority, other than by the Owner, through no act of fault of the Contractor or of anyone employed by the Contractor, then the Contractor may, upon thirty (30) days written notice to the Owner, terminate the Contract and recover from the Owner payment for all work executed and any expense sustained plus a reasonable profit thereon.

Force Majeure:

No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God

b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)

c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest

d) Government order or law

e) Actions, embargoes or blockades in effect on or after the date of this Agreement

f) Action by any governmental authority

g) National or regional emergency

h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and

i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement.

VIII.Y Warranty and Guarantee Provisions

All materials and equipment furnished by the Contractor and all construction work and workmanship involved in the Contract is hereby guaranteed and warranted by the Contractor for a period of one (1) year from written final acceptance by the Owner as defined here in to be free from defects due either to faulty materials, equipment and/or faulty workmanship, and all materials, equipment and /or workmanship furnished, installed and performed by the Contractor is warranted and guaranteed by the Contractor to the Owner to be such as to meet the required standards and to accomplish the purposes and functions of the project as defined, detailed and specified in these Contract Documents. The Owner shall, following discovery thereof, promptly give written notice to the Contractor of faulty materials, equipment, and/or workmanship within the period of the guarantee. Any part of the warranty and guarantee shall be promptly replaced by the Contractor at his own cost and without cost to the Owner. These warranty and guarantee provisions create no limitations on the Owner as to any claims or actions for breach of guarantee or breach of warranty that the Owner might have against parties other than the Contractor, and do not constitute exclusive remedies of the Owner against the Contractor and are not intended to, and shall not limit any other rights, remedies or causes of action which the Owner might exercise against the Contractor, and shall not alter nor modify the application of the Statute of Limitations as established by the Statutes of the State of Florida. This Contract is governed by the Laws of the State of Florida.

VIII.Z Work by Others

The Owner reserves the right to allow the continuation and/or creation of other contracts it deems necessary at the site of the work subject to this Contract, provided such do not unreasonably burden or impair the work anticipated in the Contract. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their work and shall promptly connect and coordinate this work with theirs.

IX. FEMA Federal Requirements

IX.A Access to Records

The following access to records requirements applies to this contract:

A. The contractor agrees to provide the City of New Smyrna Beach, Florida, representative(s) access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representative(s) access to construction or other work sites pertaining to the work being completed under the contract.

IX.B Americans with Disabilities Act of 1990

Americans with Disabilities Act of 1990, as amended (ADA) – The CONTRACTOR will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the CONTRACTOR pursuant thereto.

IX.C Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

IX.D Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA). The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—applies to Contracts and subgrants of amounts in excess of $150,000.

IX.E Compliance with Procurement of Recovered Materials

Compliance with Procurement of recovered materials as set forth in 2 CFR § 200.322. CONTRACTOR must comply with section 6002 of the Solid Waste disposal Act, as amended, by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

IX.F Contract Work Hours and Safety Standards Act

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) where applicable, which includes all FEMA grant and cooperative agreement programs, all contracts awarded by the CITY in excess of $100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C.§§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

IX.G Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

IX.H Disadvantaged Business Enterprise (DBE) Policy and Obligation

Disadvantaged Business Enterprise (DBE) Policy and Obligation - It is the policy of the CITY that DBE’s, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with CITY funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this

Agreement. The CITY and its CONTRACTOR agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with 2 C.F.R. § 200.321(as set forth in detail below), applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The CITY and the CONTRACTOR and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. 2 C.F.R. § 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

A. If the CONTRACTOR, with the funds authorized by this Agreement, seeks to subcontract goods or services, then, in accordance with 2 C.F.R. §200.321, the CONTRACTOR shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible.

B. Affirmative steps must include:

    1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

    2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

    3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

    4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

    5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

    6. Requiring the Prime contractor, if subcontractor are to be let, to take the affirmative steps listed in paragraph (1) through (5) of this section.

IX.I E-Verify

The E-Verify System means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Pursuant to Florida Statute 448.095, any new contract or renewal with a public agency requires the vendor and any subcontractor thereof to register with and use the E-Verify system to verify the work authorization status of all new employees working in the state of Florida or the United States. If the contractor or vender enters into a contract with a subcontractor, the subcontractor must provide an affidavit to the contractor or vendor that states that the

subcontractor does not employ any unauthorized alien in Florida or the United States. The contractor shall provide and maintain proof of compliance with this statute upon request.

Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Every Vendor shall, upon request, provide evidence of compliance with this provision to the Owner. Failure to comply with this provision is a material breach of an Agreement, and the Owner may choose to terminate the Agreement at its sole discretion. The Vendor may be liable for all costs associated with the Owner securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

IX.J Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

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

D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. A copy of Executive Order 11246 is provided in Attachments.

E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be

canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

IX.K Hold Harmless

The CONTRACTOR shall hold the CITY harmless against all claims of whatever nature arising out of the CONTRACTOR's performance of work under this Agreement, to the extent allowed and required by law.

IX.L No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

IX.M Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

IX.N Rights to Inventions Made Under a Contract or Agreement

If any Federal award implicated in this solicitation meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under

Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

X. 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 with the Base Bid and the Bid Alternate or any combination thereof as determined to be in the best interest of the City and their funding partners.

The uploaded bid amount 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.

455 DESOTO DRIVE, NEW SMYRNA BEACH, FLORIDA 32169

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1A	Boundary Survey, Structural Assessment, Geotechnical Assessment, Engineering, and Drawings	1	LUMP SUM		
1B	Permits and Bonds	1	LUMP SUM		
1C	Mobilization, Temporary Pole, and Site Preparation for Elevation	1	LUMP SUM		
1D	Dumpster / Trash Removal and Job Site Port-a-Potty	1	LUMP SUM		
1E	Erosion and Sediment Control	1	LUMP SUM		
1F	Demolition, Removal, and Disposal of Miscellaneous Concrete adjacent to home	1	LUMP SUM		
1G	Foundation Construction	1	LUMP SUM		
1H	Elevate the Structure (tunnel, beams, cribbing, and jacks) and provide cementitious material or skim coat to the exposed concrete slab perimeter	1	LUMP SUM		
1I	Front Entry Deck, Landing, Stairs, and Lift Platform	1	LUMP SUM		
1J	Rear Entry Deck, Landing, and Stairs	1	LUMP SUM		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1K	Convert Existing Garage to Non-Air-Conditioned Space by removing garage doors and replacing with an exterior wall and a hurricane rated window	1	LUMP SUM		
1L	Elevate Utilities (Air Handler, Electric Outlets, etc.)	1	LUMP SUM		
1M	Utility Disconnects and Reconnects (Water, Sewer, Electric, Gas, and HVAC)	1	LUMP SUM		
1N	Site Restoration / Final Grading, Sod, Irrigation, and Landscaping	1	LUMP SUM		
1O	Archaeological Services	1	LUMP SUM		
1P	Project Administration – General Coordination with City and Homeowner during construction	1	LUMP SUM		
1Q	Elevation Certificates (before and after elevation work)	1	LUMP SUM		
TOTAL					

645 GOODWIN AVENUE, NEW SMYRNA BEACH, FLORIDA 32169

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2A	Boundary Survey, Structural Assessment, Geotechnical Assessment, Engineering, and Drawings	1	LUMP SUM		
2B	Permits and Bonds	1	LUMP SUM		
2C	Mobilization, Temporary Pole, and Site Preparation for Elevation	1	LUMP SUM		
2D	Dumpster / Trash Removal and Job Site Port-a-Potty	1	LUMP SUM		
2E	Erosion and Sediment Control	1	LUMP SUM		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2F	Demolition, Removal, and Disposal of Miscellaneous Concrete adjacent to home	1	LUMP SUM		
2G	Foundation Construction	1	LUMP SUM		
2H	Elevate the Structure (tunnel, beams, cribbing, and jacks) and provide cementitious material or skim coat to the exposed concrete slab perimeter	1	LUMP SUM		
2I	Front Entry Deck, Landing, Stairs, and Lift Platform	1	LUMP SUM		
2J	Rear Entry Deck, Landing, and Stairs	1	LUMP SUM		
2K	Convert Existing Garage to Non-Air-Conditioned Space by removing garage doors and replacing with an exterior wall and a hurricane rated window	1	LUMP SUM		
2L	Elevate Utilities (Air Handler, Electric Outlets, etc.)	1	LUMP SUM		
2M	Utility Disconnects and Reconnects (Water, Sewer, Electric, Gas, and HVAC)	1	LUMP SUM		
2N	Site Restoration / Final Grading, Sod, Irrigation, and Landscaping	1	LUMP SUM		
2O	Archaeological Services	1	LUMP SUM		
2P	Project Administration – General Coordination with City and Homeowner during construction	1	LUMP SUM		
2Q	Elevation Certificates (before and after elevation work)	1	LUMP SUM		
TOTAL					

647 GOODWIN AVENUE, NEW SMYRNA BEACH, FLORIDA 32169

Item 3I: NO LIFT PLATFORM WILL BE NEEDED FOR THIS HOME.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
3A	Boundary Survey, Structural Assessment, Geotechnical Assessment, Engineering, and Drawings	1	LUMP SUM		
3B	Permits and Bonds	1	LUMP SUM		
3C	Mobilization, Temporary Pole, and Site Preparation for Elevation	1	LUMP SUM		
3D	Dumpster / Trash Removal and Job Site Port-a-Potty	1	LUMP SUM		
3E	Erosion and Sediment Control	1	LUMP SUM		
3F	Demolition, Removal, and Disposal of Miscellaneous Concrete adjacent to home	1	LUMP SUM		
3G	Foundation Construction	1	LUMP SUM		
3H	Elevate the Structure (tunnel, beams, cribbing, and jacks) and provide cementitious material or skim coat to the exposed concrete slab perimeter	1	LUMP SUM		
3I	Front Entry Deck, Landing and Stairs (NO Lift Platform will be needed for this home)	1	LUMP SUM		
3J	Rear Entry Deck, Landing, and Stairs	1	LUMP SUM		
3K	Convert Existing Garage to Non-Air-Conditioned Space by removing garage doors and replacing with an exterior wall and a hurricane rated window	1	LUMP SUM		
3L	Elevate Utilities (Air Handler, Electric Outlets, etc.)	1	LUMP SUM		
3M	Utility Disconnects and Reconnects (Water, Sewer, Electric, Gas, and HVAC)	1	LUMP SUM		
3N	Site Restoration / Final Grading, Sod, Irrigation, and Landscaping	1	LUMP SUM		
3O	Archaeological Services	1	LUMP SUM		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
3P	Project Administration – General Coordination with City and Homeowner during construction	1	LUMP SUM		
3Q	Elevation Certificates (before and after elevation work)	1	LUMP SUM		
TOTAL					

508 SOUTH INDIAN RIVER ROAD, NEW SMYRNA BEACH, FLORIDA 32169

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4A	Boundary Survey, Structural Assessment, Geotechnical Assessment, Engineering, and Drawings	1	LUMP SUM		
4B	Permits and Bonds	1	LUMP SUM		
4C	Mobilization, Temporary Pole, and Site Preparation for Elevation	1	LUMP SUM		
4D	Dumpster / Trash Removal and Job Site Port-a-Potty	1	LUMP SUM		
4E	Erosion and Sediment Control	1	LUMP SUM		
4F	Demolition, Removal, and Disposal of Miscellaneous Concrete adjacent to home	1	LUMP SUM		
4G	Foundation Construction	1	LUMP SUM		
4H	Elevate the Structure (tunnel, beams, cribbing, and jacks) and provide cementitious material or skim coat to the exposed concrete slab perimeter	1	LUMP SUM		
4I	Front Entry Deck, Landing, Stairs, and Lift Platform	1	LUMP SUM		
4J	Rear Entry Deck, Landing, and Stairs	1	LUMP SUM		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4K	Convert Existing Garage to Non-Air-Conditioned Space by removing garage doors and replacing with an exterior wall and a hurricane rated window	1	LUMP SUM		
4L	Elevate Utilities (Air Handler, Electric Outlets, etc.)	1	LUMP SUM		
4M	Utility Disconnects and Reconnects (Water, Sewer, Electric, Gas, and HVAC)	1	LUMP SUM		
4N	Site Restoration / Final Grading, Sod, Irrigation, and Landscaping	1	LUMP SUM		
4O	Archaeological Services	1	LUMP SUM		
4P	Project Administration – General Coordination with City and Homeowner during construction	1	LUMP SUM		
4Q	Elevation Certificates (before and after elevation work)	1	LUMP SUM		
TOTAL					

529 SOUTH PENINSULA AVENUE, NEW SMYRNA BEACH, FLORIDA 32169

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
5A	Boundary Survey, Structural Assessment, Geotechnical Assessment, Engineering, and Drawings	1	LUMP SUM		
5B	Permits and Bonds	1	LUMP SUM		
5C	Mobilization, Temporary Pole, and Site Preparation for Elevation	1	LUMP SUM		
5D	Dumpster / Trash Removal and Job Site Port-a-Potty	1	LUMP SUM		
5E	Erosion and Sediment Control	1	LUMP SUM		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
5F	Demolition, Removal, and Disposal of Miscellaneous Concrete adjacent to home	1	LUMP SUM		
5G	Foundation Construction	1	LUMP SUM		
5H	Elevate the Structure (tunnel, beams, cribbing, and jacks) and provide cementitious material or skim coat to the exposed concrete slab perimeter	1	LUMP SUM		
5I	Front Entry Deck, Landing, Stairs, and Lift Platform	1	LUMP SUM		
5J	Rear Entry Deck, Landing, and Stairs	1	LUMP SUM		
5K	Convert Existing Garage to Non-Air-Conditioned Space by removing garage doors and replacing with an exterior wall and a hurricane rated window	1	LUMP SUM		
5L	Elevate Utilities (Air Handler, Electric Outlets, etc.)	1	LUMP SUM		
5M	Utility Disconnects and Reconnects (Water, Sewer, Electric, Gas, and HVAC)	1	LUMP SUM		
5N	Site Restoration / Final Grading, Sod, Irrigation, and Landscaping	1	LUMP SUM		
5O	Archaeological Services	1	LUMP SUM		
5P	Project Administration – General Coordination with City and Homeowner during construction	1	LUMP SUM		
5Q	Elevation Certificates (before and after elevation work)	1	LUMP SUM		
TOTAL					

640 SOUTH PINE STREET, NEW SMYRNA BEACH, FLORIDA 32169

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
6A	Boundary Survey, Structural Assessment, Geotechnical Assessment, Engineering, and Drawings	1	LUMP SUM		
6B	Permits and Bonds	1	LUMP SUM		
6C	Mobilization, Temporary Pole, and Site Preparation for Elevation	1	LUMP SUM		
6D	Dumpster / Trash Removal and Job Site Port-a-Potty	1	LUMP SUM		
6E	Erosion and Sediment Control	1	LUMP SUM		
6F	Demolition, Removal, and Disposal of Miscellaneous Concrete adjacent to home	1	LUMP SUM		
6G	Foundation Construction	1	LUMP SUM		
6H	Elevate the Structure (tunnel, beams, cribbing, and jacks) and provide cementitious material or skim coat to the exposed concrete slab perimeter	1	LUMP SUM		
6I	Front Entry Deck, Landing, Stairs, and Lift Platform	1	LUMP SUM		
6J	Rear Entry Deck, Landing, and Stairs	1	LUMP SUM		
6K	Convert Existing Garage to Non-Air-Conditioned Space by removing garage doors and replacing with an exterior wall and a hurricane rated window	1	LUMP SUM		
6L	Elevate Utilities (Air Handler, Electric Outlets, etc.)	1	LUMP SUM		
6M	Utility Disconnects and Reconnects (Water, Sewer, Electric, Gas, and HVAC)	1	LUMP SUM		
6N	Site Restoration / Final Grading, Sod, Irrigation, and Landscaping	1	LUMP SUM		
6O	Archaeological Services	1	LUMP SUM		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
6P	Project Administration – General Coordination with City and Homeowner during construction	1	LUMP SUM		
6Q	Elevation Certificates (before and after elevation work)	1	LUMP SUM		
TOTAL					

BID ALTERNATE: CONCRETE SLAB REINFORCEMENT

The City of New Smyrna Beach hereby requests a bid alternate to address the need for concrete slab reinforcement; in case it is determined that any or all of the homes require additional structural support to safely perform the elevation work. If the bidder can absorb the cost of the concrete slab reinforcement as part of the base bid amounts, please fill in the cells below with zeros.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1R	455 Desoto Drive	1	LUMP SUM		
2R	645 Goodwin Avenue	1	LUMP SUM		
3R	647 Goodwin Avenue	1	LUMP SUM		
4R	508 South Indian River Road	1	LUMP SUM		
5R	529 South Peninsula Avenue	1	LUMP SUM		
6R	640 South Pine Street	1	LUMP SUM		
TOTAL					

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.

D. Professional Liability Insurance shall be maintained by the selected firm or individual with a combined single limit of not less than $1,000,000, protecting the selected firm against claims of the City for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the selected firm or individual.

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*

Please provide the Employer Identification Number

*Response required

XII.D Solicitation Document Review*

The bidder hereby represents that he has carefully examined 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 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 Thursday, January 8, 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.F 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.G 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.H Potential Conflict of Interest

Please upload any documentation/information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project here.

XII.I 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.J Litigation History*

Please upload a summary of civil or criminal litigation history over the last six (6)years. Include a complete disclosure of any alleged or significant litigation involving failure to meet contractual obligations or unsatisfactory performance.

Subcontracting/Assignment: Contractor shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of the City. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under this contract.

Independent Contractor: The Contractor expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing City to exercise control or direction over the manner or method by which Contractor or its subcontractors perform in providing the requirements stated in this Request for Qualification.

Monitoring Performance: The City shall have the unfettered right to monitor and audit the Contractor's work in every respect. In this regard, the Contractor shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Contractor shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Contractor's work and performance under this contract. In the event any such material is not held by the Contractor in its original form, a true copy shall be provided.

*Response required

XII.K Name and brief history of firm*

Upload as one document providing the below information.

A. Name and brief history of firm
B. Location of office(s)
C. List of contractor's key personnel (with titles) and sub-contractors (specify specialty) to be assigned to this contract. Include a staffing configuration (organizational chart) and brief resumes for all pertinent key personnel
D. Brief description of prior experience performing elevation services, and familiarity with FEMA- funded projects, if any.

*Response required

XII.L Submittal and City Required Forms*

Upload as one (1) PDF document a complete copy of the submittal, including cover page.

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 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.M Completed 2 C.F.R. §200.321 Form*

Upload as one (1) PDF document a complete copy of the 2 C.F.R. §200.321 Form provided in the Attachment Section of this document.

*Response required

XII.N Sam.Gov*

Upload as one (1) PDF a copy of the bidder's active entity registration on Sam.Gov depicting the firm's Unique Entity ID, the registration status, and the expiration date, as this project involves federal funding from FEMA.

*Response required

XII.O Elevation Completion Date*

The proposer acknowledges and recognizes that the elevation construction must be completed by October 31, 2026.

☐ Please confirm
*Response required

XII.P Lift Platform*

All homes will require a lift platform except for 547 Goodwin Avenue.

☐ Please confirm
*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 _ _ _ _ _ _, 2022, 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 **BID xx-xx-xxx, Title of Bid XXXXXXXXXXX.**

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:

BID xx-xx-xxx, Title of Bid XXXXXXXXXXX
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.

DRAFT

Contractor's Initials: _____

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 **ONE HUNDRED FIFTY DOLLARS ($150)** for each consecutive calendar day thereafter until the work is completed, and as outlined in the Supplemental General Conditions.

ARTICLE VI: Right to Require Performance

The failure of the City at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same or be considered a waiver of such provision, nor shall a waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ARTICLE VII: Component Parts of the Contract

This Contract consists of the following Contract Documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

- City Advertised Bid
- Construction Specifications
- Drawings
- Addendums
- Awarded Bid Proposal
- Bid Bond

The Contractor must provide the following documents within fourteen (14) days upon execution of this agreement. All of which are familiar to the Contractor and are component parts of the contract.

- Certificate of Insurance

Contractor's Initials: _____

DRAFT

- Performance/Payment Bond

Upon completion of the project, the Contractor shall provide the Owner with the Warranty of Title.

ARTICLE VII: 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 VIII: 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 IV: Construction

The headings and subheadings used throughout the Contract Documents are for convenience only

Contractor's Initials: _____

DRAFT

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.

CITY OF NEW SMYRNA BEACH

_____

Russ Owen, Mayor

Dated: _____

Approved as to form and correctness;

_____

Carrie Avallone, City Attorney

Dated: _____

Purchasing Initials _____

WITNESSES:

CONTRACTOR

_____

By: _____

_____

Dated: _____

Approved by the City Commission of the City of New Smyrna Beach at a meeting held on this ___ day of _____, 2022 under Agenda Item No._____.

DRAFT

City of New Smyrna Beach

Bid/Proposal Response

Title of Project Name: **Elevation of Six (6) Flood-Prone Homes**

Project ID: **05-26-ENG**

Company Name: _____

Print Authorized Officer Name & Title: _____

Signature Authorized Officer: _____

Submitted Bid Amount: $_____

Bid Amount Spelled Out: _____

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
Copy of Bid Bond, no less than 10% of the submitted bid	
City of NSB Form: Authorized Signature/Negotiators	
City of NSB Form: Vendor Information Form	
City of NSB Form: Vendor Summary Form	
City of NSB Form: Completed W9	
City of NSB Form: Statement of Insurance	
City of NSB Form: Public Entity Crime Information Statement	
City of NSB Form: Disputes Disclosure	
City of NSB Form: Drug Free Workplace Certification	
City of NSB Form: Sworn Statement	
City of NSB Form: Non-Collusion Affidavit	
City of NSB Form: E-Verify	
City of NSB Form: Human Trafficking Affidavit	
City of NSB Form: Conflict of Interest	
City of NSB Form: Organizational Information	
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	
City of NSB Form: Smoke Free Acknowledgement	
City of NSB Form: References	
City of NSB Form: List of Subcontractors	
City of NSB Form: Signed Addendums (if applicable)	
Copy of Sunbiz Registration with Active Status	
Copy of Sam's Gov Registration listing Unique Identifier Number	

City of New Smyrna Beach

Elevation of Six (6) Flood-Prone Homes

Project ID: ITB 05-26-ENG

AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #

_____
Print Name

_____
Signature/Title)

_____
Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture _____ Corporation

State of Incorporation: _____

Federal I.D. or Social Security number is: _____

VENDOR INFORMATION

BID #:	ITB 05-26-ENG
BID TITLE:	Elevation of Six (6) Flood-Prone Homes

Respondent Information	
Company Name:	Federal Employer Identification Number or SS Number: DUN Number:
Mailing Address	Type of Entity (Circle One) Corporation Partnership Proprietorship Joint Venture
City, State, Zip Code	Incorporated in the State of:
Corporate Address:	What kind of business: "For Profit" or "Not for Profit" Is Firm in good standing: Yes or No Authorized to transact business in Florida Yes or No
City, State, Zip Code	State of Florida Department of State Certificate of Authority Document No: _____
Telephone No.	
Email Address:	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print): President: _____ Vice President: _____ Secretary: _____ Treasurer: _____ Other: _____ Other: _____	

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

_____ _____
Authorized Signature Printed Name

Title: _____ Date: _____

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

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: _____ REVISED VENDOR:_____

DATE: _____

VENDOR NAME: _____

VENDOR DBA: _____

PRODUCT/SERVICE PROVIDED: _____

DEPARTMENT: _____

PREPARED BY: _____

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
_____	_____	_____
ADDRESS	ADDRESS	ADDRESS
_____	_____	_____
_____	_____	_____
CITY/STATE	CITY/STATE	CITY/STATE
_____	_____	_____
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: _____

E-MAIL: _____

OFFICE PHONE: _____

FAX: _____

MOBILE PHONE: _____

FEDERAL TAX ID#: _____

DUNS Number:

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

_____

PROPOSER/BIDDER

_____

AUTHORIZED SIGNATURE

_____

OFFICER TITLE

_____

DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

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

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: _____

_____
Authorized Signature and Title

_____
Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO _____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO _____

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # _____ described as:

_____.

_____ _____

Firm Date

_____ _____

Authorized Signature and Title Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ Date: _____

Authorized Signature

_____

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by _____
(Print Individual's Name and Title)
for _____
(Print Name of Entity Submitting Sworn Statement)
whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this_____day of_____,_____.

Personally known_____ _____
(Notary)

OR produced identification_____ Notary Public State of_____

_____ My commission expires:_____
(Type of Identification)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of_____

County of_____

_____, being first duly sworn, deposes and says that:

He/she is _____of_____, Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
Signed

_____
Title

Subscribed and sworn to before me this _____day of_____, 20___.

_____

_____
Title

My Commission Expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: _____

Consultant E-Verify Registration Number: _____

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: _____

Print Name: _____

Sworn to and subscribed before me, by ( ) physical presence or ( ) remote audio-visual means, this

_____Day of_____, 20___. She/He is personally known to me or has produced

_____As identification.

_____
Notary Public

My commission expires:_____

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of _____ ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.
B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: _____

Authorized Signature: _____ Date: _____

Printed Name:_____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

_____
Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of _____

Before me, the undersigned authority, personally appeared _____

who was duly sworn, deposes, and states:

1. I am the _____of _____ with a local office in

   _____and principal office in _____.
   (City & State) (City & State)

2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **ITB 05-26-ENG, Elevation of Six (6) Flood-Prone Homes.**
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**

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) contracts performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #2:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #3:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective subcontractor _____, of the Sub-recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of New Smyrna Beach
Sub-Recipient's Name

H0629
DEM Contract Number

4337-373-R
FEMA Project Number

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix 11(1); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. 1f any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor or subcontractor,_____ , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor/Subcontractor's Authorized Official

_____

Name and Title of Contractor/Subcontractor's Authorized Official

_____

Date

City of New Smyrna Beach

COMPLIANCE WITH 2 C.F.R. §200.321:
"Contracting with small and minority business enterprises (MBEs),
women's business enterprises (WBEs),
veteran-owned businesses (VOBs), and labor surplus area firms (LSAFs)"

The undersigned bidder hereby certifies that _____ has taken
(Name of Business)
the next affirmative steps, if subcontractors are to be used, to ensure that MBEs/WBEs/VOBs/LSAFs are used, whenever possible:

i. Placing qualified MBEs/WBEs/VOBs/LSAFs enterprises on solicitation lists;

ii. Assuring that MBEs/WBEs/VOBs/LSAFs are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by MBEs/WBEs/VOBs/LSAFs (however, this requirement does not authorize the City to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting");

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by MBEs/WBEs/VOBs/LSAFs; and

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The requirement outlined above does not impose an obligation to set aside either the award of a subcontract to MBEs/WBEs/VOBs/LSAFs. Rather, the requirement only encourages carrying out and documenting the affirmative steps identified above.

As the person authorized to sign this statement, I certify that this firm has complied fully with the above requirements.

_____ _____
Proposer's Signature Date

_____
Proposer's Name and Title

National Flood Insurance Program

Elevation Certificate

and Instructions

2023 EDITION

FEMA

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

OMB Control No. 1660-0008
Expiration Date: 06/30/2026

ELEVATION CERTIFICATE AND INSTRUCTIONS

PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for this data collection is estimated to average 3.75 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street SW, Washington, DC 20742, Paperwork Reduction Project (1660-0008). **NOTE: Do not send your completed form to this address.**

PRIVACY ACT STATEMENT

Authority: Title 44 CFR § 61.7 and 61.8.

Principal Purpose(s): This information is being collected for the primary purpose of documenting compliance with National Flood Insurance Program (NFIP) floodplain management ordinances for new or substantially improved structures in designated Special Flood Hazard Areas. This form may also be used as an optional tool for a Letter of Map Amendment (LOMA), Conditional LOMA (CLOMA), Letter of Map Revision Based on Fill (LOMR-F), or Conditional LOMR-F (CLOMR-F), or for flood insurance rating purposes in any flood zone.

Routine Use(s): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/ FEMA-003 – *National Flood Insurance Program Files System of Records Notice* 79 Fed. Reg. 28747 (May 19, 2014) and upon written request, written consent, by agreement, or as required by law.

Disclosure: The disclosure of information on this form is voluntary; however, failure to provide the information requested may impact the flood insurance premium through the NFIP. Information will only be released as permitted by law.

PURPOSE OF THE ELEVATION CERTIFICATE

The Elevation Certificate is an important administrative tool of the NFIP. It can be used to provide elevation information necessary to ensure compliance with community floodplain management ordinances, to inform the proper insurance premium, and to support a request for a LOMA, CLOMA, LOMR-F, or CLOMR-F.

The Elevation Certificate is used to document floodplain management compliance for Post-Flood Insurance Rate Map (FIRM) buildings, which are buildings constructed after publication of the FIRM, located in flood Zones A1–A30, AE, AH, AO, A (with Base Flood Elevation (BFE)), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO, and A99. It may also be used to provide elevation information for Pre-FIRM buildings or buildings in any flood zone.

As part of the agreement for making flood insurance available in a community, the NFIP requires the community to adopt floodplain management regulations that specify minimum requirements for reducing flood losses. One such requirement is for the community to obtain the elevation of the lowest floor (including basement) of all new and substantially improved buildings, and maintain a record of such information. The Elevation Certificate provides a way for a community to document compliance with the community's floodplain management ordinance.

Use of this certificate does not provide a waiver of the flood insurance purchase requirement. Only a LOMA or LOMR-F from the Federal Emergency Management Agency (FEMA) can amend the FIRM and remove the federal mandate for a lending institution to require the purchase of flood insurance. However, the lending institution has the option of requiring flood insurance even if a LOMA/LOMR-F has been issued by FEMA. The Elevation Certificate may be used to support a LOMA, CLOMA, LOMR-F, or CLOMR-F request. Lowest Adjacent Grade (LAG) elevations certified by a land surveyor, engineer, or architect, as authorized by state law, will be required if the certificate is used to support a LOMA, CLOMA, LOMR-F, or CLOMR-F request. A LOMA, CLOMA, LOMR-F, or CLOMR-F request must be submitted with either a completed FEMA MT-EZ or MT-1 application package, whichever is appropriate. If the certificate will only be completed to support a LOMA, CLOMA, LOMR-F, or CLOMR-F request, there is an option to document the certified LAG elevation on the Elevation Form included in the MT-EZ and MT-1 application.

This certificate is used only to certify building elevations. A separate certificate is required for floodproofing. Under the NFIP, non-residential buildings can be floodproofed up to or above the BFE. A floodproofed building is a building that has been designed and constructed to be watertight (substantially impermeable to floodwaters) below the BFE. Floodproofing of residential buildings is not permitted under the NFIP unless FEMA has granted the community an exception for residential floodproofed basements. The community must adopt standards for design and construction of floodproofed basements before FEMA will grant a basement exception. For both floodproofed non-residential buildings and residential floodproofed basements in communities that have been granted an exception by FEMA, a floodproofing certificate is required.

The expiration date on the form herein does not apply to certified and completed Elevation Certificates, as a completed Elevation Certificate does not expire, unless there is a physical change to the building that invalidates information in Section A Items A8 or A9, Section C, Section E, or Section H. In addition, this form is intended for the specific building referenced in Section A and is not invalidated by the transfer of building ownership.

Additional guidance can be found in FEMA Publication 467-1, *Floodplain Management Bulletin: Elevation Certificate*.

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

OMB Control No. 1660-0008
Expiration Date: 06/30/2026

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A – PROPERTY INFORMATION

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

A1. Building Owner's Name: _____

A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:

_____

City: _____ State: _____ ZIP Code: _____

A3. Property Description (e.g., Lot and Block Numbers or Legal Description) and/or Tax Parcel Number:

_____

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.): _____

A5. Latitude/Longitude: Lat. _____ Long. _____ Horiz. Datum: ☐ NAD 1927 ☐ NAD 1983 ☐ WGS 84

A6. Attach at least two and when possible four clear color photographs (one for each side) of the building (see Form pages 7 and 8).

A7. Building Diagram Number: _____

A8. For a building with a crawlspace or enclosure(s):

a) Square footage of crawlspace or enclosure(s): _____ sq. ft.

b) Is there at least one permanent flood opening on two different sides of each enclosed area? ☐ Yes ☐ No ☐ N/A

c) Enter number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade:
Non-engineered flood openings: _____ Engineered flood openings: _____

d) Total net open area of non-engineered flood openings in A8.c: _____ sq. in.

e) Total rated area of engineered flood openings in A8.c (attach documentation – see Instructions): _____ sq. ft.

f) Sum of A8.d and A8.e rated area (if applicable – see Instructions): _____ sq. ft.

A9. For a building with an attached garage:

a) Square footage of attached garage: _____ sq. ft.

b) Is there at least one permanent flood opening on two different sides of the attached garage? ☐ Yes ☐ No ☐ N/A

c) Enter number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade:
Non-engineered flood openings: _____ Engineered flood openings: _____

d) Total net open area of non-engineered flood openings in A9.c: _____ sq. in.

e) Total rated area of engineered flood openings in A9.c (attach documentation – see Instructions): _____ sq. ft.

f) Sum of A9.d and A9.e rated area (if applicable – see Instructions): _____ sq. ft.

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1.a. NFIP Community Name: _____ B1.b. NFIP Community Identification Number: _____

B2. County Name: _____ B3. State: _____ B4. Map/Panel No.: _____ B5. Suffix: _____

B6. FIRM Index Date: _____ B7. FIRM Panel Effective/Revised Date: _____

B8. Flood Zone(s): _____ B9. Base Flood Elevation(s) (BFE) (Zone AO, use Base Flood Depth): _____

B10. Indicate the source of the BFE data or Base Flood Depth entered in Item B9:
☐ FIS ☐ FIRM ☐ Community Determined ☐ Other: _____

B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☐ NAVD 1988 ☐ Other/Source: _____

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☐ No
Designation Date: _____ ☐ CBRS ☐ OPA

B13. Is the building located seaward of the Limit of Moderate Wave Action (LiMWA)? ☐ Yes ☐ No

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: _____

City: _____ State: _____ ZIP Code: _____

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, AO, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO, A99. Complete Items C2.a–h below according to the Building Diagram specified in Item A7. In Puerto Rico only, enter meters.
Benchmark Utilized: _____ Vertical Datum: _____

Indicate elevation datum used for the elevations in items a) through h) below.
☐ NGVD 1929 ☐ NAVD 1988 ☐ Other: _____

Datum used for building elevations must be the same as that used for the BFE. Conversion factor used? ☐ Yes ☐ No
If Yes, describe the source of the conversion factor in the Section D Comments area.

		Check the measurement used:
a) Top of bottom floor (including basement, crawlspace, or enclosure floor):	_____	☐ feet ☐ meters
b) Top of the next higher floor (see Instructions):	_____	☐ feet ☐ meters
c) Bottom of the lowest horizontal structural member (see Instructions):	_____	☐ feet ☐ meters
d) Attached garage (top of slab):	_____	☐ feet ☐ meters
e) Lowest elevation of Machinery and Equipment (M&E) servicing the building (describe type of M&E and location in Section D Comments area):	_____	☐ feet ☐ meters
f) Lowest Adjacent Grade (LAG) next to building: ☐ Natural ☐ Finished	_____	☐ feet ☐ meters
g) Highest Adjacent Grade (HAG) next to building: ☐ Natural ☐ Finished	_____	☐ feet ☐ meters
h) Finished LAG at lowest elevation of attached deck or stairs, including structural support:	_____	☐ feet ☐ meters

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by state law to certify elevation information. *I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.*

Were latitude and longitude in Section A provided by a licensed land surveyor? ☐ Yes ☐ No

☐ Check here if attachments and describe in the Comments area.

Certifier's Name: _____ License Number: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Telephone: _____ Ext.: _____ Email: _____

Signature: _____ Date: _____

Place Seal Here

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (including source of conversion factor in C2; type of equipment and location per C2.e; and description of any attachments):

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:	**FOR INSURANCE COMPANY USE**
City: _____ State: _____ ZIP Code: _____	Policy Number: _____ Company NAIC Number: _____

SECTION E – BUILDING MEASUREMENT INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO, ZONE AR/AO, AND ZONE A (WITHOUT BFE)

For Zones AO, AR/AO, and A (without BFE), complete Items E1–E5. For Items E1–E4, use natural grade, if available. If the Certificate is intended to support a Letter of Map Change request, complete Sections A, B, and C. Check the measurement used. In Puerto Rico only, enter meters.

Building measurements are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

E1. Provide measurements (C.2.a in applicable Building Diagram) for the following and check the appropriate boxes to show whether the measurement is above or below the natural HAG and the LAG.

a) Top of bottom floor (including basement, crawlspace, or enclosure) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (C2.b in applicable Building Diagram) of the building is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E3. Attached garage (top of slab) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without BFE) or Zone AO must sign here. *The statements in Sections A, B, and E are correct to the best of my knowledge*

☐ Check here if attachments and describe in the Comments area.

Property Owner or Owner's Authorized Representative Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Telephone: _____ Ext.: _____ Email: _____

Signature: _____ Date: _____

Comments:

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:	**FOR INSURANCE COMPANY USE**
City: _____ State: _____ ZIP Code: _____	Policy Number: _____ Company NAIC Number: _____

SECTION G – COMMUNITY INFORMATION (RECOMMENDED FOR COMMUNITY OFFICIAL COMPLETION)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Section A, B, C, E, G, or H of this Elevation Certificate. Complete the applicable item(s) and sign below when:

G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by state law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2.a. ☐ A local official completed Section E for a building located in Zone A (without a BFE), Zone AO, or Zone AR/AO, or when item E5 is completed for a building located in Zone AO.

G2.b. ☐ A local official completed Section H for insurance purposes.

G3. ☐ In the Comments area of Section G, the local official describes specific corrections to the information in Sections A, B, E and H.

G4. ☐ The following information (Items G5–G11) is provided for community floodplain management purposes.

G5. Permit Number: _____ G6. Date Permit Issued: _____

G7. Date Certificate of Compliance/Occupancy Issued: _____

G8. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

G9.a. Elevation of as-built lowest floor (including basement) of the building: _____ ☐ feet ☐ meters Datum: _____

G9.b. Elevation of bottom of as-built lowest horizontal structural member: _____ ☐ feet ☐ meters Datum: _____

G10.a. BFE (or depth in Zone AO) of flooding at the building site: _____ ☐ feet ☐ meters Datum: _____

G10.b. Community's minimum elevation (or depth in Zone AO) requirement for the lowest floor or lowest horizontal structural member: _____ ☐ feet ☐ meters Datum: _____

G11. Variance issued? ☐ Yes ☐ No If yes, attach documentation and describe in the Comments area.

The local official who provides information in Section G must sign here. *I have completed the information in Section G and certify that it is correct to the best of my knowledge. If applicable, I have also provided specific corrections in the Comments area of this section.*

Local Official's Name: _____ Title: _____

NFIP Community Name: _____

Telephone: Ext.: _____ Email: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Signature: _____ Date: _____

Comments (including type of equipment and location, per C2.e; description of any attachments; and corrections to specific information in Sections A, B, D, E, or H):

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:	**FOR INSURANCE COMPANY USE**
City: _____ State: _____ ZIP Code: _____	Policy Number: _____ Company NAIC Number: _____

SECTION H – BUILDING'S FIRST FLOOR HEIGHT INFORMATION FOR ALL ZONES (SURVEY NOT REQUIRED) (FOR INSURANCE PURPOSES ONLY)

The property owner, owner's authorized representative, or local floodplain management official may complete Section H for all flood zones to determine the building's first floor height for insurance purposes. Sections A, B, and I must also be completed. Enter heights to the nearest tenth of a foot (nearest tenth of a meter in Puerto Rico). ***Reference the Foundation Type Diagrams (at the end of Section H Instructions) and the appropriate Building Diagrams (at the end of Section I Instructions) to complete this section.***

H1. Provide the height of the top of the floor (as indicated in Foundation Type Diagrams) above the Lowest Adjacent Grade (LAG):

a) **For Building Diagrams 1A, 1B, 3, and 5–8.** Top of bottom floor (include above-grade floors only for buildings with crawlspaces or enclosure floors) is: _____ ☐ feet ☐ meters ☐ above the LAG

b) **For Building Diagrams 2A, 2B, 4, and 6–9.** Top of next higher floor (i.e., the floor above basement, crawlspace, or enclosure floor) is: _____ ☐ feet ☐ meters ☐ above the LAG

H2. Is **all** Machinery and Equipment servicing the building (as listed in Item H2 instructions) elevated to or above the floor indicated by the H2 arrow (shown in the Foundation Type Diagrams at end of Section H instructions) for the appropriate Building Diagram?

☐ Yes ☐ No

SECTION I – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and H must sign here. *The statements in Sections A, B, and H are correct to the best of my knowledge.* **Note:** If the local floodplain management official completed Section H, they should indicate in Item G2.b and sign Section G.

☐ Check here if attachments are provided (including required photos) and describe each attachment in the Comments area.

Property Owner or Owner's Authorized Representative Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Telephone: Ext.: _____ Email: _____

Signature: _____ Date: _____

Comments:

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

BUILDING PHOTOGRAPHS

See Instructions for Item A6.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:

_____

City: _____ State: _____ ZIP Code: _____

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

Instructions: Insert below at least two and when possible four photographs showing each side of the building (for example, may only be able to take front and back pictures of townhouses/rowhouses). Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." Photographs must show the foundation. When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.

Photo One

Photo One Caption:

Clear Photo One

Photo Two

Photo Two Caption:

Clear Photo Two

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

BUILDING PHOTOGRAPHS

Continuation Page

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:

City: _____ State: _____ ZIP Code: _____

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

Insert the third and fourth photographs below. Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.

Photo Three

Photo Three Caption:

Clear Photo Three

Photo Four

Photo Four Caption:

Clear Photo Four

ID	Address
1	455 DESOTO DRIVE

SCALE: 1" = 300'

0 300

PARCEL / AERIAL MAP
ELEVATION OF
6 FLOOD-PRONE HOMES
NEW SMYRNA BEACH, FLORIDA

PARCEL ID: 17-17-34-02-00-0420
YEAR BUILT: 1958
FOUNDATION: CONCRETE SLAB

1

VIA CAPRI
VIA BENEVENTO
VIA AMALFI
QUAY ASSISI
EAST CIRCLE DR
N CAUSEWAY
CAUSEWAY DR
GRANADA ST
SALUDO ST
CASTILE ST
DESOTO DR
MIDDLE WAY
BARRACUDA BLVD
MARINA BAY DR
OLD FEGER DR
BOATYARD ST
INDIAN RIVER NORTH

SOURCES:
AERIAL: VOLUSIA COUNTY PROPERTY APPRAISER (2025)

Pegasus ENGINEERING
301 WEST STATE ROAD 434, SUITE 309
WINTER SPRINGS, FL 32708
TEL: 407-992-9160 • FAX: 407-358-5155
WEB: WWW.PEGASUSENGINEERING.NET

JOB NO.: NSB-22011
DATE: OCT 2025

FIGURE

3A

Document Path: L:\Projects_Drainage\New Smyrna Beach\NSB-22011b Elevation\Figures\Figure 03A PARCEL-AERIAL MAP 11x17 (Elevation).mxd

ID	Address
2	508 S. INDIAN RIVER ROAD
3	529 S. PENINSULA AVENUE
4	640 S. PINE STREET
5	645 GOODWIN AVENUE
6	647 GOODWIN AVENUE

SCALE: 1" = 300'

0 300

PARCEL / AERIAL MAP ELEVATION OF 6 FLOOD-PRONE HOMES NEW SMYRNA BEACH, FLORIDA

PARCEL ID: 16-17-34-00-00-0330
YEAR BUILT: 1955
FOUNDATION: CONCRETE SLAB

PARCEL ID: 16-17-34-05-20-0088
YEAR BUILT: 1971
FOUNDATION: CONCRETE SLAB

PARCEL ID: 16-17-34-05-19-0270
YEAR BUILT: 1974
FOUNDATION: CONCRETE SLAB

PARCEL ID: 16-17-34-05-19-0440
YEAR BUILT: 1961
FOUNDATION: CONCRETE SLAB

PARCEL ID: 16-17-34-05-19-0250
YEAR BUILT: 1973
FOUNDATION: CONCRETE SLAB

SOURCES:
AERIAL: VOLUSIA COUNTY PROPERTY APPRAISER (2025)

Pegasus ENGINEERING
301 WEST STATE ROAD 434, SUITE 309
WINTER SPRINGS, FL 32708
TEL: 407-992-9160 • FAX: 407-358-5155
WEB: WWW.PEGASUSENGINEERING.NET

JOB NO.: NSB-22011
DATE: OCT 2025

FIGURE
3B

Document Path: L:\Projects_Drainage\New Smyrna Beach\NSB-22011b Elevation\Figures\Figure 03B PARCEL-AERIAL MAP 11x17 (Elevation).mxd

Project Site Photographs

455 DeSoto Drive

455 DeSoto Drive, New Smyrna Beach, FL 32169





455 DeSoto Drive, New Smyrna Beach, FL 32169





455 DeSoto Drive, New Smyrna Beach, FL 32169





455 DeSoto Drive, New Smyrna Beach, FL 32169





455 DeSoto Drive, New Smyrna Beach, FL 32169





645 Goodwin Avenue

645 Goodwin Avenue, New Smyrna Beach, FL 32169





645 Goodwin Avenue, New Smyrna Beach, FL 32169





645 Goodwin Avenue, New Smyrna Beach, FL 32169





645 Goodwin Avenue, New Smyrna Beach, FL 32169





645 Goodwin Avenue, New Smyrna Beach, FL 32169





645 Goodwin Avenue, New Smyrna Beach, FL 32169



647 Goodwin Avenue

647 Goodwin Avenue, New Smyrna Beach, FL 32169





647 Goodwin Avenue, New Smyrna Beach, FL 32169





647 Goodwin Avenue, New Smyrna Beach, FL 32169





647 Goodwin Avenue, New Smyrna Beach, FL 32169





647 Goodwin Avenue, New Smyrna Beach, FL 32169





647 Goodwin Avenue, New Smyrna Beach, FL 32169





508 South Indian River Road

508 South Indian River Road, New Smyrna Beach, FL 32169





508 South Indian River Road, New Smyrna Beach, FL 32169





508 South Indian River Road, New Smyrna Beach, FL 32169





508 South Indian River Road, New Smyrna Beach, FL 32169





508 South Indian River Road, New Smyrna Beach, FL 32169





508 South Indian River Road, New Smyrna Beach, FL 32169



529 South Peninsula Road

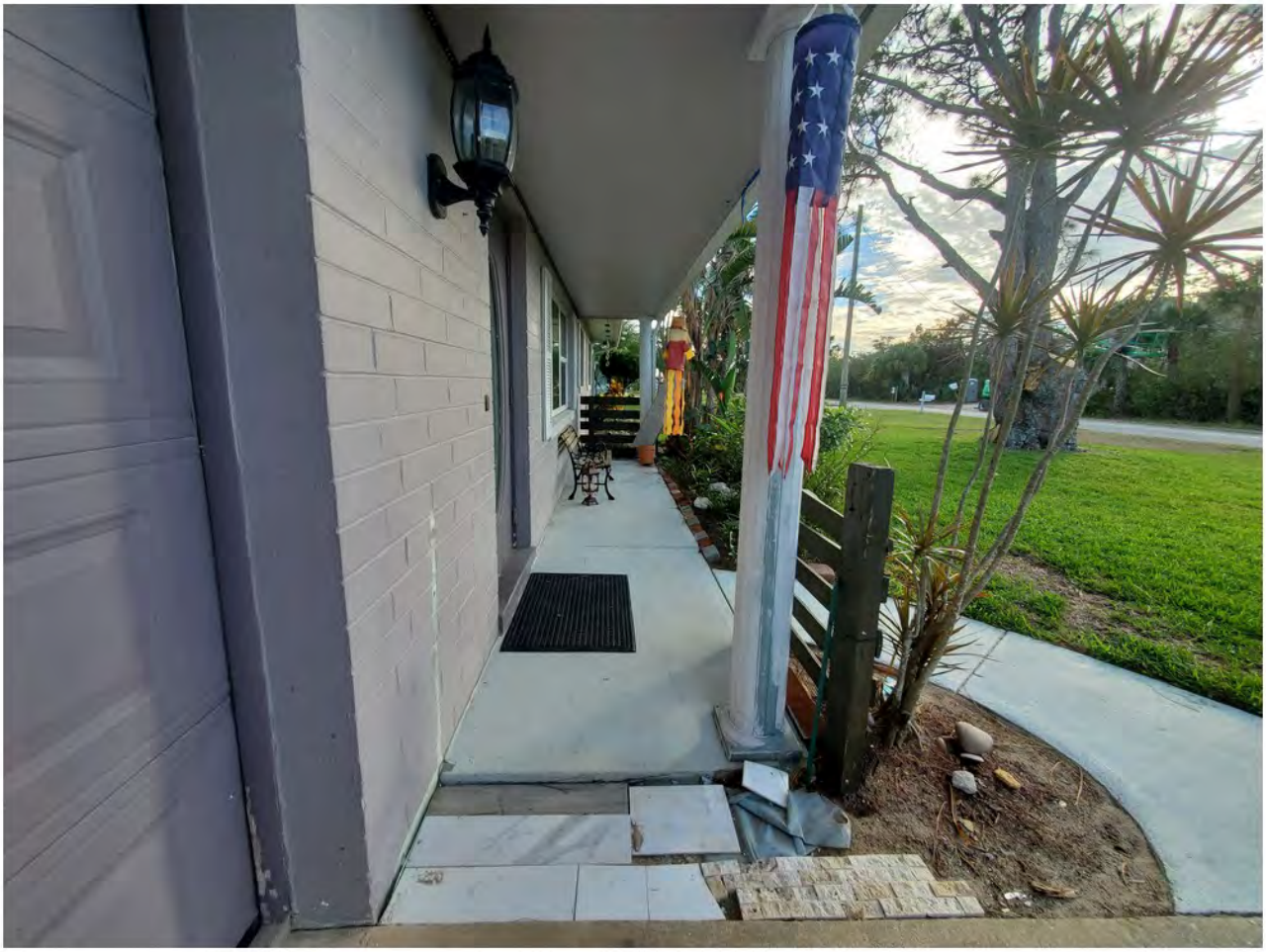
529 South Peninsula Road, New Smyrna Beach, FL 32169





529 South Peninsula Road, New Smyrna Beach, FL 32169





529 South Peninsula Road, New Smyrna Beach, FL 32169





529 South Peninsula Road, New Smyrna Beach, FL 32169





529 South Peninsula Road, New Smyrna Beach, FL 32169





529 South Peninsula Road, New Smyrna Beach, FL 32169





529 South Peninsula Road, New Smyrna Beach, FL 32169



640 South Pine Street

640 South Pine Street, New Smyrna Beach, FL 32169





640 South Pine Street, New Smyrna Beach, FL 32169





640 South Pine Street, New Smyrna Beach, FL 32169





Elevation of 6 Flood-Prone Homes

Questions & Answers

1. Will the homeowners have a part in the selection process?

No. The City will award the entire project to one contractor. The City will select the contractor and award the project to the lowest and most responsive and responsible bidder.

2. Is there a percentage of advantage for being a Florida Certified Business Enterprise (CBE)?

No, CBE qualified contractors do not have any percentage advantage over non-CBE firms.

3. Since these project costs will likely be considered substantial improvement, are there any specific City regulations that will need to be included with the project? For example, will a chain wall need to be constructed to properly direct drainage?

The project will not trigger special City regulations beyond what has been disclosed in the Invitation to Bid. Proper drainage will need to be provided to ensure no impacts to neighboring properties. Means and methods will be determined by each bidder. who are also required to submit an onsite drainage plan during the permit process.

4. Have any of the properties received a substantial damage determination that would trigger an Increase Cost of Compliance (ICC) determination?

None of the homes have received a substantial damage determination. ICC may be requested by the homeowner through their flood insurance agent to assist their local match requirement. This effort by the homeowner may be completed after their home elevation is completed and will not have any bearing on the bid requirements.

8. Stucco work to match old houses?

There is no local code that requires stucco walls. They are not permissible by the FEMA grant for purely aesthetic reasons. The only exterior treatment will be to apply the cementitious material, skim coat, or similar to the exterior perimeter of the existing concrete slab. Also, exterior cracks that appear, are increased, or widened during the lifting process will need to be sealed and painted to match the color of the house, as best as possible.

9. Irrigation systems? Landscaping?

Contractor must use due diligence to minimize impacts to existing irrigation systems. Contractors must take all necessary precautions to avoid damaging existing irrigation systems and should restore them to the best of their abilities.

Impacted landscaping shall be restored to pre-construction conditions. Additional landscaping for ornamentation beyond what existed on the site prior to construction is not allowed.

10. Install all windows and doors in new foundation and who provides type of windows and doors?

For homes with garages, the only expected new window will be located on the exterior wall to replace the garage door opening. Per local code, the requirement will be to meet the 140 mph wind impact threshold. Refer to FBC R 609.2, 301.2.1.2. No other new windows or doors are required to be replaced.

11. AC stand mounted on house?

Air conditioning units must remain above the base flood elevation and be protected against sea level rise (this means elevating the ac units 10 ft). The ac units will be required to be elevated and placed on decks with pilings/pedestals or mounted on the house (in accordance with the City-approved engineering drawings. Florida Code is not specific on means and methods. Both methods (mount to building or standalone pedestal) will be acceptable.

12. Can all foundations be open? Do they have to be closed in?

All foundation shall have approved engineering and meet the provisions of FBC R 322.2.3, and chapter 4. While stem wall is not an acceptable option due to the associated higher costs, pile and pier and column are all acceptable choices. City Code does not dictate type of foundation used. For the piling option, the foundations shall remain open.

13. Do we have to show all lights and outlets in the plans for permit in the new garage areas and old garage areas?

Yes, all required lights, switches, and electrical receptacle outlets shall be depicted on the engineering drawings. For required receptacle locations see FBC R 3901.9. For required light locations see FBC R 3903.3 & 3901.4. Include lights and receptacles for the non-air conditioned elevated garage area and the new first level parking area.

14. If there is any damage realized as a result of preexisting conditions (i.e. the current foundation is not level), then is the contractor responsible for these damages?

Yes. If the structure has pre-existing conditions that are worsen by the elevation project, the contractor will be responsible for the additional damages caused by the elevation work. To avoid additional expenses by the contractor, it will be the contractor's responsibility to secure the services of a structural engineer to confirm that the homes can be safely elevated. If during the elevation process it is confirmed that the foundation of the home is not leveled, it will be the responsibility of the contractor to provide and implement all necessary additional structural support to the existing concrete slab to ensure that the elevation process can be sustained. If it is determined that the home is not safe for elevation, the City will need to be informed immediately.

15. Are there relocation monies set aside for the owners during the project? Considering these projects are high lifts, does the City have an expectation for how long the owners will be out of the structure and will the monies be able to cover this cost?

An allowance for temporary living expenses has been approved by FEMA and will not be the responsibility of the contractor to include those costs in the bids. The homeowners are expecting to be out of their homes for a maximum of 6 months and the project must be completed by October 31, 2026 to meet the federal grant deadline.

16. If a structure needs to be slab-separated, then will change orders be allowed?

It is envisioned that the concrete slabs will be able to be successfully elevated intact as originally constructed. Since the FEMA grant has a fixed budget, the City discourages unnecessary change orders. In the unlikely event that the structure needs to be separated from the slab, the contractor will be required to provide a full written justification for the requested change order, which will need to be submitted to FEMA for consideration.

17. According to the ITB documentation, a period of one (1) year from written final acceptance is the expected warranty timeframe. Does this warranty include landscaping (plants survival), pavers (levelness potentially subjected to shrink and swell), and pool decks?

Yes, the warranty timeframe will include the landscaping, pavers, and existing pool decks to the extent impacted by the elevation work.

18. Some concrete slabs may be 4" or less. Due to the low bid approach, the final cost will not be known until the engineer specifies what needs to be done. Will change orders be allowable in these types of instances?

Since the FEMA grant has a fixed budget, the City discourages unnecessary change orders. However, they will be allowed by the City under special circumstances. The selected contractor will be encouraged to communicate with the City as soon as such a special circumstance arises.

In the specific case of the concrete slabs, the need for concrete slab reinforcement will be accounted for in the bid alternate.

19. If a home is part slab and part pier and beam, is it expected that this home be slab-separated so that the new sub-floor is built at the same height as the pier and beam section? Or is it expected to elevate the home as is maintain the dual floor levels so that the pier and beam section finished floor elevation (FFE) is higher than the proposed FFE requirement?

The minimum finish floor elevation (FFE) for both sections shall be elevated 10 feet above grade. The home can be elevated to maintain the dual floor levels.

20. Will the program pay for their pool pumps to run during the project? And is it expected that the temporary power pole will supply the electricity?

It is anticipated that each home will have a temporary power pole in order to supply limited electricity to operate a dehumidifier. For the home with a swimming pool (508 S. Indian River Road), the temporary pole will also provide minimum electricity to the pool pump.

21. In our experience, the homeowner is typically responsible to pay for any code upgrades since this condition is preexisting and not caused by the elevation work. Who is responsible for code upgrades?

The local building code will not require utility code upgrades due to the elevation work. Therefore, no additional code upgrades are expected. However, if code upgrades are eminent due to deteriorated pre-existing conditions exposed due to the elevation work, the contractor will not be responsible for the cost of upgrades. Instead, the homeowner will bear the cost of necessary upgrades.

22. As these homes move from overhead electric to underground, should the contractor include patching, painting, and fixing the roof as part of retrofitting the electric and making the meter accessible to the power company?

Yes. Contractor work shall include proper repairs to disconnect the existing electrical service line and to relocate the meter for access by the power company. New conduit cable will need to be installed underground and the meter can will need to be relocated for access by the utility company.

23. Is termite treatment an eligible item?

Termite treatment of the soil around the perimeter of the home is an eligible cost item to be included in the bid tabulation under bid line item "H" that pertains to the elevation of the structure.

25. Have you been able to list the various permit costs?

The elevation project will require a temporary electrical permit and a building permit for each home. A current building permit fee schedule has been attached.

26. Are concrete slabs required under the newly elevated structures?

No. Concrete slabs will not be required under the newly elevated structures. However, level stabilized material/structural reinforcement of the elevated slabs will be required in cases where additional structural support may be needed (to be confirmed by the Contractor's structural engineer). Gravel/stones with a weed barrier will need to cover the exposed ground under the elevated structure.

27. Who specifies which two (2) entrances receive landings and stairs (there would likely be different sized landings depending on the door type door (sliding glass doors vs. single doors)?

The front door will receive a 5' x 5' landing, 5'x5' deck (minimum) and stairs. The location of the platform lift for access will be coordinated with the homeowner. Regarding the rear of the homes: a) if the rear has a single door or a sliding glass door/French door, it will serve as a second entrance point with a deck, landing and stairs; b) if the rear has a single door and a sliding glass door/French door, the single door will serve as the second entrance point with a deck, landing and stairs; c) for homes with doors on the sides of the home, these entrances will not be provided decks or stairs, unless they will serve for access to the platform lift. For the existing openings of each home, refer to the photographs provided as part of the ITB.

28. Is blocking off the doors to be included in the bid? Do they need to be closed in (framed, sheetrock, and exterior finish)? Or just bolted shut? What happens if the door that's abandoned is constructed of glass and cannot be securely bolted shut (handrails)?

Blocking of the doors will be the responsibility of the contractor. For this bid, doors or sliding glass doors/French doors that will not have a deck and stairwell, shall be securely bolted shut in compliance with the Florida Building Code. In the case of glass doors, the contractor shall secure the door by low-cost means and methods to ensure that the door is no longer operational.

29. Is there a proposed schedule for milestones? Or is the general period of performance timeline including monthly percentage complete estimates the only payment driver?

All work must be substantially completed by **October 31, 2026**. The contractor may submit monthly pay requests to the City for payment processing.

30. Is pool equipment eligible to be elevated?

The pump and heater are key items to elevate above the FEMA-established base flood elevation, while the filter, pipes, and valves can be left at ground level.

31. Do you anticipate the replacement of sidewalks?

If the sidewalk is damaged during construction operations, the contractor shall bear the cost of replacing damaged sidewalks. This cost should be accounted for in the construction bis as part of their contract.

32. Do you anticipate the replacement of sewer lines all the way to the street?

The City does not anticipate the replacement of sewer laterals; however, if a sewer lateral is damaged during tunneling or excavation work, the contractor shall bear the cost of replacement in kind, including clean-outs.

33. Do you anticipate the replacement of water lines all the way to the street?

The City does not anticipate the replacement of water service lines; however, if a water line is damaged during tunneling or excavation work, the contractor shall bear the cost of replacement in kind.

34. Is there any concern regarding low bid law since there are no approved engineering design plans available to review (there are different legitimate approaches to foundation design)?

Since the City is requesting turnkey services for this contract, engineering design services will be included in the bid. It is understood that the contractor will need to make certain assumptions to submit a bid. The City envisions elevation on concrete piers/pilings.

35. Is the contractor or homeowner responsible for tree-trimming? Is there any City ordinances protecting certain tree types?

If the structure to be elevated is expected to come in contact with an existing tree, trimming and removal services will be the responsibility of the Contractor. There is no local code addressing tree trimming.

36. Are there any current setback concerns where a variance would need to be requested in order to elevate the structure?

It is expected that the existing setbacks will largely be maintained. The homes will be elevated at their current locations and corresponding setback distances will be maintained. Thus, the pre-existing structures shall be allowed to remain at their current setback locations and not require variances.

37. Does the engineer who will prepare design drawings have to be a professional engineer registered in Florida?

Yes, the engineering drawings will need to be produced by a Florida-licensed professional engineer. Signed and sealed construction plans will need to be submitted to the City to secure a building permit for the elevation work.

38. Does the bottom portion of the elevated concrete slab require any treatment?

Yes, once the structure is elevated, the underside of the slab will need to be treated with concrete bonding agents, closed-cell foam, or similar materials to protect the underside of the exposed reinforcement (wire mesh) from corrosion. High pressure washing prior to the concrete slab treatment will be required.

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City of New Smyrna Beach Permit Fee Schedule

Fifty percent of the permit fee will be paid in advance for plan review and shall not be eligible for refund.

ALL PERMITS ARE CHARGED A STATE OF FLORIDA SURCHARGE OF 2.5% OR $4.00 WHICHEVER IS GREATER.

Note: Elevations are considered "Additions" by the Building Department,

GROUP I:

New Construction - Single Family Structure, moving a Single Family Structure, Townhome, Duplex and Mobile home (private).

Square footage includes main structure, attached garage, attached porch and/or attached lanai. Fee includes up to two plan reviews, routine inspections and all subcontractor permit fees.

Square Feet	Fees		USCBC LEEDS / FGBC	
Up to 2,000	$2,700.04	(67.50)	$2,442.80	(61.07)
2,001 to 3,000	$3,392.77	(84.82	$3,053.00	(76.33)
3,001 to 4,000	$4,071.32	(101.78)	$3,664.19	(91.60)
4,001 to 5,000	$5,089.15	(127.23)	$4,580.25	(114.51)
5,001 to 6,000	$6,106.99	(152.68)	$5,489.51	(137.24)
6,001 and larger	$8,142.63	(203.57)	$7,328.38	(183.21)

Additional Fees	Per Occurrence
Additional Plan Reviews and/or Revisions - minor	$47.51
structural	$67.85
Re-Inspections – First Re-Inspection	$67.85
Second or subsequent Re-Inspection	$271.43
Change in Sub-Contractor	$63.37
Contractor	$126.72
Pre-Power	$101.79
Permit Renewal (90 day extension prior to expiration)	$63.37
Renewal of Expired Permit (maximum 1 year)	30% of original fee/$101.79 minimum
Renewal of Expired Permit (over 1 year)	Re-submit plans and applications and pay appropriate permit fees
Close-Out Fees (Reactivate a permit for Inspections)	
New Building or Addition	$339.27
Miscellaneous	$67.85
Duplicate of Permit (lost, stolen, etc.)	$13.56 placard; $3.19 per page or $6.98 per disk
After Hour Inspections	$108.44 per hour/2 hour minimum

City of New Smyrna Beach Permit Fee Schedule

GROUP II:

Addition and Remodel, Structural Alterations, Detached Structures (>500 square feet), mobile homes (park), Swimming Pools, Screen Rooms, Glass Rooms, Exterior/Interior Demolition, Docks and Seawalls.

Fee includes up to two plan reviews, routine inspections and all subcontractor permit fees.

Valuation	Fees		USCBC LEEDS / FGBC	
Up to $2,500.00	$100.85	(4.00)	$90.76	(4.00)
$2,500.01 to $8,500.00	$229.80	(5.75)	$206.82	(5.17)
$8,500.01 to $15,000.00	$359.04	(8.98)	$323.16	(8.08)
$15,000.01 to $25,500.00	$617.57	(15.43)	$555.81	(13.90)
$25,500.01 to $50,000.00	$682.20	(17.05)	$628.33	(15.71)
$50,000.01 to $75,000.00	$746.83	(18.67)	$672.15	(16.80)
$75,000.01 to $100,000.00	$876.09	(21.90)	$788.48	(19.71)
$100,000.01 and up	$1,008.44	(25.21)	$907.61	(22.69)

Additional Fees	Per Occurrence
Additional Plan Reviews and/or Revisions - minor	$47.51
structural	$67.85
Re-Inspections – First Re-Inspection	$67.85
Second or subsequent Re-Inspection	$271.43
Change in Sub-Contractor	$63.37
Contractor	$126.72
Pre-Power	$101.79
Permit Renewal (90 day extension prior to expiration)	$63.37
Renewal of Expired Permit (maximum 1 year)	30% of original fee/$101.79 minimum
Renewal of Expired Permit (over 1 year)	Re-submit plans and applications and pay appropriate permit fees
Close-Out Fees (Reactivate a permit for Inspections)	
New Building or Addition	$339.27
Miscellaneous	$67.85
Duplicate of Permit (lost, stolen, etc.)	$13.56 placard; $3.19 per page or $6.98 per disk
After Hour Inspections	$108.44 per hour/2 hour minimum

City of New Smyrna Beach Permit Fee Schedule

GROUP III

Single and Two Family Residential Miscellaneous

(Example: burglar alarms, electric, plumbing, mechanical, natural or lp gas, fences, windows or doors, reroof, siding only, shutters, paver and concrete patios and/or driveways)

Any one or two family residential work that does not meet the criteria of Group I or Group II shall be charged a fee of $87.90 plus state surcharge fee ($4.00).

Each item listed above will be charged separate. The fee of $91.90 would be charged for each item listed above in Group III.

Additional Fees	Per Occurrence
Additional Plan Reviews and/or Revisions - minor	$47.51
structural	$67.85
Re-Inspections – First Re-Inspection	$67.85
Second or subsequent Re-Inspection	$271.43
Change in Sub-Contractor	$63.37
Contractor	$126.72
Pre-Power	$101.79
Permit Renewal (90 day extension prior to expiration)	$63.37
Renewal of Expired Permit (maximum 1 year)	30% of original fee/$101.79 minimum
Renewal of Expired Permit (over 1 year)	Re-submit plans and applications and pay appropriate permit fees
Close-Out Fees (Reactivate a permit for Inspections)	
New Building or Addition	$339.27
Miscellaneous	$67.85
Duplicate of Permit (lost, stolen, etc.)	$13.56 placard; $3.19 per page or $6.98 per disk
After Hour Inspections	$108.44 per hour/2 hour minimum

City of New Smyrna Beach Permit Fee Schedule

GROUP IV

Multifamily: New Construction including apartments, condominiums and ACLF

Fees are based on the footprint square footage and includes up to two plan reviews, routine inspections and all subcontractor permit fee.

Valuation	Fees		USCBC LEEDS / FGBC	
Up to $2,500.00	$135.71	(4.00)	$121.03	(4.00)
$2,500.01 to $8,250.00	$336.31	(8.41)	$302.69	(7.57)
$8,250.01 to $10,000.00	$538.63	(13.47)	$484.75	(12.12)
$10,000.01 to $25,000.00	$740.92	(18.52)	$666.83	(16.67)
$25,000.01 to $50,000.00	$943.21	(23.58)	$848.90	(21.22)
$50,000.01 to $75,000.00	$1,145.49	(28.64)	$1,030.95	(25.77)
$75,000.01 to $100,000.00	$1,474.48	(36.86)	$1,327.04	(33.18)
$100,000.01 to $250,000.00	$2,814.95	(70.37)	$2,533.45	(63.34)
$250,000.01 to $500,000.00	$5,361.79	(134.04)	$4,825.61	(120.64)
$500,000.01 to $1,250,000.00	$9,383.12	(234.58)	$8,444.82	(211.12)
Over $1.25 million to $2.5 million	$16,420.47	(410.51)	$14,778.43	(369.46)
Over $2.5 million to $5 million	$40,213.41	(1,005.34)	$32,304.75	(807.62)
Over $5 million to $7.5 million	$70,374.08	(1,759.35)	$63,336.10	(1,583.40)
Over $7.5 million to $12 million	$93,831.27	(2,345.78)	$78,148.04	(1,953.70)
Over $12 million to $18 million	$164,204.74	(4,105.12)	$147,784.63	(3,694.62)
Over $18 million to $25 million	$211,790.57	(5,294.76)	$190,611.52	(4,765.29)
Over $25 million and larger	$268,089.34	(6,702.23)	$252,642.10	(6,316.05)

Digital copies of all as-built shall be submitted prior to issuance of a certificate of occupancy

Additional Fees	Per Occurrence
Additional Plan Reviews and/or Revisions - minor	$47.51
structural	$67.85
Re-Inspections – First Re-Inspection	$67.85
Second or subsequent Re-Inspection	$271.43
Change in Sub-Contractor	$63.37
Contractor	$126.72
Pre-Power	$101.79
Permit Renewal (90 day extension prior to expiration)	$63.37
Renewal of Expired Permit (maximum 1 year)	30% of original fee/$101.79 minimum
Renewal of Expired Permit (over 1 year)	Re-submit plans and applications and pay appropriate permit fees
Close-Out Fees (Reactivate a permit for Inspections)	
New Building or Addition	$339.27
Miscellaneous	$67.85
Duplicate of Permit (lost, stolen, etc.)	$13.56 placard; $3.19 per page or $6.98 per disk
After Hour Inspections	$108.44 per hour/2 hour minimum

~~**Effective 11-30-2011; Rev 1-9-2012;**~~ **Rev 2-20-2012 REV 10-1-2013 Rev 10-1-2014, Rev 10-1-2015; Rev 10-01-2016; Rev 10-1-17; Rev 10-1-18; Rev 10-1-19; Rev 10-1-22; Rev 11-1-23; Rev 10-1-2024; Rev 3-21-25; Rev 10-1-2025**

City of New Smyrna Beach Permit Fee Schedule

GROUP IVA:

Non-Residential Construction and Non-Residential Additions

Fees are based on the footprint square footage and includes up to two plan reviews, routine inspections and all subcontractor permit fees.

Valuation	Fees		USCBC LEEDS / FGBC	
Up to $2,500.00	$135.71	(4.00)	$121.03	(4.00)
$2,500.01 to $8,250.00	$336.31	(8.41)	$302.69	(7.57)
$8,250.01 to $10,000.00	$538.63	(13.47)	$484.75	(12.12)
$10,000.01 to $25,000.00	$740.92	(18.52)	$666.83	(16.67)
$25,000.01 to $50,000.00	$943.21	(23.58)	$848.90	(21.22)
$50,000.01 to $75,000.00	$1,145.49	(28.64)	$1,030.95	(25.77)
$75,000.01 to $100,000.00	$1,474.48	(36.86)	$1,327.04	(33.18)
$100,000.01 to $250,000.00	$2,814.95	(70.37)	$2,533.45	(63.34)
$250,000.01 to $500,000.00	$5,361.79	(134.04)	$4,825.61	(120.64)
$500,000.01 to $1,250,000.00	$9,383.12	(234.58)	$8,444.82	(211.12)
Over $1.25 million to $2.5 million	$16,420.47	(410.51)	$14,778.43	(369.46)
Over $2.5 million to $5 million	$40,213.41	(1,005.34)	$32,304.75	(807.62)
Over $5 million to $7.5 million	$70,374.08	(1,759.35)	$63,336.10	(1,583.40)
Over $7.5 million to $12 million	$93,831.27	(2,345.78)	$78,148.04	(1,953.70)
Over $12 million to $18 million	$164,204.74	(4,105.12)	$147,784.63	(3,694.62)
Over $18 million to $25 million	$211,790.57	(5.294.76)	$190,611.52	(4,765.29)
Over $25 million and larger	$268,089.34	(6,702.23)	$252,642.10	(6,316.05)

Digital copies of all as-built shall be submitted prior to issuance of a certificate of occupancy

Additional Fees	Per Occurrence
Additional Plan Reviews and/or Revisions - minor	$47.51
structural	$67.85
Re-Inspections – First Re-Inspection	$67.85
Second or subsequent Re-Inspection	$271.43
Change in Sub-Contractor	$63.37
Contractor	$126.72
Pre-Power	$101.79
Permit Renewal (90 day extension prior to expiration)	$63.37
Renewal of Expired Permit (maximum 1 year)	30% of original fee/$101.79 minimum
Renewal of Expired Permit (over 1 year)	Re-submit plans and applications and pay appropriate permit fees
Close-Out Fees (Reactivate a permit for Inspections)	
New Building or Addition	$339.27
Miscellaneous	$67.85
Duplicate of Permit (lost, stolen, etc.)	$13.56 placard; $3.19 per page or $6.98 per disk
After Hour Inspections	$108.44 per hour/2 hour minimum

City of New Smyrna Beach Permit Fee Schedule

GROUP IVB:

Non-Residential Remodels or Structural Alterations

(Example: remodels, alterations, renovations, sea walls, docks, new signs and pools)

Fees are based on the footprint square footage and includes up to two plan reviews, routine inspections and all subcontractor permit fees.

Valuation	Fees		USCBC LEEDS / FGBC	
Up to $2,500.00	$135.71	(4.00)	$121.03	(4.00)
$2,500.01 to $8,250.00	$336.31	(8.41)	$302.69	(7.57)
$8,250.01 to $10,000.00	$538.63	(13.47)	$484.75	(12.12)
$10,000.01 to $25,000.00	$740.92	(18.52)	$666.83	(16.67)
$25,000.01 to $50,000.00	$943.21	(23.58)	$848.90	(21.22)
$50,000.01 to $75,000.00	$1,145.49	(28.64)	$1,030.95	(25.77)
$75,000.01 to $100,000.00	$1,474.48	(36.86)	$1,327.05	(33.18)
$100,000.01 to $250,000.00	$2,814.95	(70.37)	$2,533.45	(63.34)
$250,000.01 to $500,000.00	$5,361.79	(134.04)	$4,825.61	(120.64)
$500,000.01 to $1,250,000.00	$9,383.12	(234.58)	$8,444.82	(211.12)
Over $1.25 million to $2.5 million	$16,420.47	(410.51)	$14.778.43	(369.46)
Over $2.5 million to $5 million	$40,213.41	(1,005.34)	$32,304.75	(807.62)
Over $5 million to $7.5 million	$70,374.08	(1,759.35)	$63,336.10	(1,583.40)
Over $7.5 million to $12 million	$93,831.27	(2,345.78)	$78,148.04	(1,953.70)
Over $12 million to $18 million	$164,204.74	(4,105.12)	$147,784.63	(3,694.62)
Over $18 million to $25 million	$211,790.57	(5,294.76)	$190,611.52	(4,765.29)
Over $25 million and larger	$268,089.34	(6,702.23)	$252,642.10	(6,316.05)

Digital copies of all as-built shall be submitted prior to issuance of a certificate of occupancy

Additional Fees	Per Occurrence
Additional Plan Reviews and/or Revisions - minor	$47.51
structural	$67.85
Re-Inspections – First Re-Inspection	$67.85
Second or subsequent Re-Inspection	$271.43
Change in Sub-Contractor	$63.37
Contractor	$126.72
Pre-Power	$101.79
Permit Renewal (90 day extension prior to expiration)	$63.37
Renewal of Expired Permit (maximum 1 year)	30% of original fee/$101.79 minimum
Renewal of Expired Permit (over 1 year)	Re-submit plans and applications and pay appropriate permit fees
Close-Out Fees (Reactivate a permit for Inspections)	
New Building or Addition	$339.27
Miscellaneous	$67.85
Duplicate of Permit (lost, stolen, etc.)	$13.56 placard; $3.19 per page or $6.98 per disk
After Hour Inspections	$108.44 per hour/2 hour minimum

City of New Smyrna Beach Permit Fee Schedule

GROUP V:

Non-Residential Miscellaneous

Any commercial, industrial, or multifamily work that does not meet the criteria of Group IV, IVA and IVB and includes Burglar Alarms, Electrical, Plumbing, Mechanical, Gas, Fences, Windows and Doors, Reroof, Siding, Shutters, Awnings, Pavers, Concrete Patios and Driveways, Generators, Interior/Exterior Demolition, and Signs (Face Change and Wall Signs).

Valuation	Fees	
Up to $2,500.00	$134.05	(4.00)
$2,500.01 to $6,250.00	$268.10	(6.70)
$6,250.01 to $10,000.00	$402.14	(10.05)
$10,000.01 to $25,000.00	$569.68	(14.24)
$25,000.01 to $50,000.00	$737.25	(18.43)
$50,000.01 to $75,000.00	$904.80	(22.62)
$75,000.01 to $100,000.00	$1,072.36	(26.81)
$100,000.01 to $250,000.00	$1,575.03	(39.38)
$250,000.01 to $500,000.00	$2,077.69	(51.94)
$500,000.01 to $1 million	$3,384.63	(84.62)
Over $1 million	$4,691.58	(117.29)

Digital copies of all as-built shall be submitted prior to issuance of a certificate of occupancy

Additional Fees	Per Occurrence
Additional Plan Reviews and/or Revisions - minor	$47.51
structural	$67.85
Re-Inspections – First Re-Inspection	$67.85
Second or subsequent Re-Inspection	$271.43
Change in Sub-Contractor	$63.37
Contractor	$126.72
Pre-Power	$101.79
Permit Renewal (90 day extension prior to expiration)	$63.37
Renewal of Expired Permit (maximum 1 year)	30% of original fee/$101.79 minimum
Renewal of Expired Permit (over 1 year)	Re-submit plans and applications and pay appropriate permit fees
Close-Out Fees (Reactivate a permit for Inspections)	
New Building or Addition	$339.27
Miscellaneous	$67.85
Duplicate of Permit (lost, stolen, etc.)	$13.56 placard; $3.19 per page or $6.98 per disk
After Hour Inspections	$108.44 per hour/2 hour minimum

City of New Smyrna Beach Permit Fee Schedule

GROUP VI:

Fire Permits

Any fire related construction including Fire Sprinkler Systems, Fire line, Fire alarm system, hood and suppression systems and any other fire related activity.

Fire	Fees
Fire/Safety review	$67.85 + .03 per sq ft
Fire Sprinkler Systems	$67.85 + 4% of valuation
Fire Alarm System	$67.85 + 4% of valuation
Pre-Engineered hood system or other pre-engineered extinguishing system	$135.71
Other (tents, etc)	$135.71

Digital copies of all as-built shall be submitted prior to issuance of a certificate of occupancy

Additional Fees	Per Occurrence
Additional Plan Reviews and/or Revisions - minor	$47.51
structural	$67.85
Re-Inspections – First Re-Inspection	$67.85
Second or subsequent Re-Inspection	$271.43
Change in Sub-Contractor	$63.37
Contractor	$126.72
Pre-Power	$101.79
Permit Renewal (90 day extension prior to expiration)	$63.37
Renewal of Expired Permit (maximum 1 year)	30% of original fee/$101.79 minimum
Renewal of Expired Permit (over 1 year)	Re-submit plans and applications and pay appropriate permit fees
Close-Out Fees (Reactivate a permit for Inspections)	
New Building or Addition	$339.27
Miscellaneous	$67.85
Duplicate of Permit (lost, stolen, etc.)	$13.56 placard; $3.19 per page or $6.98 per disk
After Hour Inspections	$108.44 per hour/2 hour minimum

City of New Smyrna Beach Permit Fee Schedule

GROUP VII:

Special Fees:

Any fees associated with the development of a property and structure.

Special Fee	Fee
Business Tax Inspection	$67.85
Certificate of Use	$31.68
Temporary Power	$67.85
Special Events (1 – 49 vendors)	$203.56
(50 vendors and up)	$339.27
(Continuous Event)	$570.27
Variance/Interpretation to the Builders Trade Board	$678.55
Certificate of Completion	$33.92
Temporary Certificate of Occupancy	$135.71
Certificate of Occupancy	$67.85 residential $101.79 commercial
Milestone/Aging Inspection	$265.64

ADMINISTRATIVE FEES	
ZONING	**Fees**
Planning & Landscaping Review (New & Addition)	$186.18
Landscaping Inspection Fee (SF/Duplex)	$186.18
Landscaping Re-Inspection Fee (SF/Duplex)	$67.85
Tree Protection/Barricade Inspection	$196.46
Landscaping Inspection Fee (Multi- Family/Non-	$310.30
In-Progress Survey Review	$63.27
Separate Landscape Permit	$186.18
PLANNING	**Fees**
Annexation	$150.00
Annexation w/comp plan amendment (over 10 acres)	$1.500.00
Annexation w/comp plan amendment (under 10 acres)	$750.00
Appeal of LDR Interpretation	$300.00
Barbed Wire Approval	$300.00
Boat Dock Slip-Pool Request	$500.00
Change in Use	$300.00
Comprehensive Plan Amendment (Small Scale)	$2,500.00
Comprehensive Plan Amendment (Large Scale)	$5,000.00
Conditional Use Approval	$300.00
Concurrency and Traffic Review	$2,000.00
CCSL Variance	$500.00 Res; $1,000.00 MF/Comm/Ind/PUD
Development Regional Impact (DRI)	$25,000.00
Dock Easement Agreements	$500.00
Contributing Structures or Landmark Designated Building Demolition	$750.00
License Agreement Fee	$300.00
Lot Combination Letter	$50.00
Advertisement Fee	$200.00
Plat, Minor Subdivision	$300.00

City of New Smyrna Beach Permit Fee Schedule

Plat Final	2% of first $100,000.00 of Land Improvement Costs, also: 1% of the next $100,000.00 of Land Improvements Costs, also: 0.5% of the remainder Land Improvement Costs.
Plat, Preliminary (25 or fewer units)	$2,000.00
Plat, Preliminary (more than 25 units)	$4,000.00
Private Drive (apron)	$150.00
Proportionate Fair Share Agreement	$5,000.00
PUD Agreement (less than 10 acres)	$7,500.00
PUD Agreement (10 or more acres)	$9,000.00
PUD Agreement Amendments	$5,000.00
PUD Agreement Minor Amendment	$100.00
Sidewalk café	$500.00
Site Plan (Major Class I)	$300.00
Site Plan (Class II) (under 5,000 sq ft or 8 units)	$1,500.00
Site Plan (Class II) (5,000-24,999 sq ft or 8-25 units)	$2,000.00
Site Plan (Class III)	$3,500.00
Site Plan Change Order	$500.00
Site Plan & Subdivision Resubmittals (After the 1st)	Second and each Subsequent Resubmittal $750.00
Special Exception	$500.00
Temporary Parking Lot	$300.00
Text Amendment	$2,500.00
Tree Removal (Historic)	$250.00
Tree Removal (Non-Historic)	Res. $25.00 + $3.00 per tree; Comm. $100.00 + $3.00 per tree
Vacation (Easement)	$250.00
Vacation (Plat)	$500.00
Vacation (Street)	$500.00
Valet License Fee	$75.00
Variance	$500.00 for Res; $1,000.00 for multifamily/commercial/industrial/PUD
Variance (Administrative)	$75.00 for Res: $100.00 all others
Vintage Sign	$150.00
Zoning Change (Non-PUD under 10 acres)	$5,000.00
Zoning Change (Non-PUD 10 or more acres)	$7,500.00
Zoning Confirmation Letter	$75.00
Zoning for Alcoholic Beverages Sign-Off	$50.00
After the Fact Historic Preservation Application	$50.00
Printed copy of LDR	$65.00
Printed copy of Comp Plan	$65.00
Appeal to City Commission	$300.00
Staff Research Time	1st hour no charge; $50.00 per additional hour of research time.

City of New Smyrna Beach Permit Fee Schedule

ENGINEERING	FEES
Storm water Permit	Base $310.30 + $62.06 per L.F.
SF (New and Additions)	$186.18
Commercial (New & Additions)	$310.30
Street Opening Permits	$310.30
Stormwater Piping	$62.06 per L.F.
Driveway Aprons Permits	
Single Family	$67.85 per apron
Commercial	$186.18 per apron
Re-Inspection	$67.85
Review Flood Certificate	$186.18
Flood Determination Letter	$124.12
Site Clearing & Grading Permit (Less than or equal to 20,000 sq	$434.42
Site Clearing & Grading Permit (more than 20,000 sq ft)	$682.65

APPEALS-BUILDING	FEES
To City Manager	$74.64
To City Commission	$74.64

Penalties:

Any person commencing work without a permit shall be subject to a fee double the normal permit fee plus $50.00; except that during or following a natural disaster the penalty shall be a fee double the normal permit fee plus $100.00.

Refunds:

For projects that are cancelled after fees are paid, a 75% refund shall apply. Projects that have begun construction shall not be eligible for a refund.

Other Fees and Charges:

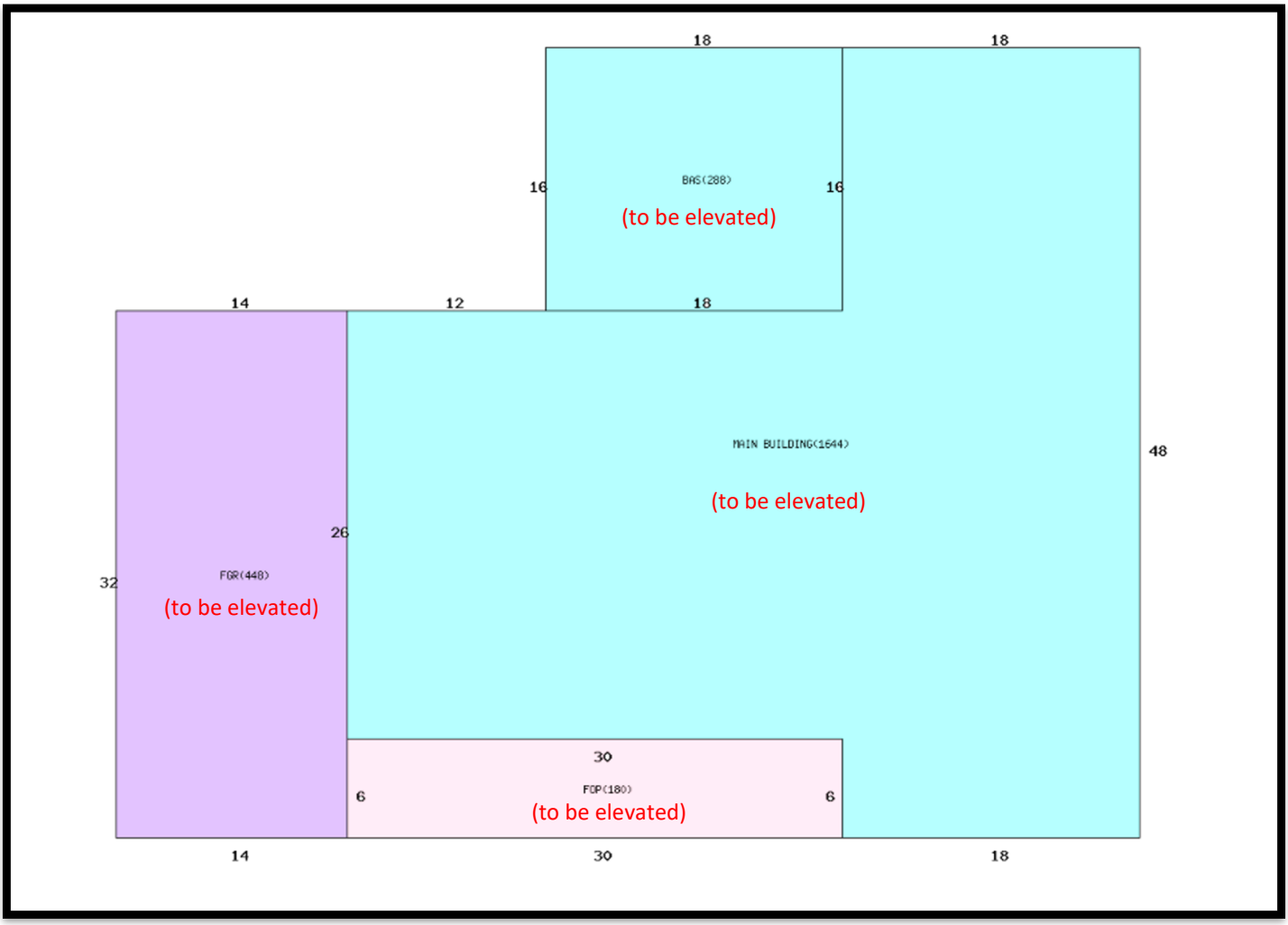
The applicant is responsible for other related fees and charges not enumerated in this schedule prior to receiving building permits/certificate of occupancy as required by law. These include, but are not limited to, City and County Impact fees, Utility fees, etc.

SECTION 2: Annual Adjustment of Fee. That the building permit fees shall be adjusted upward on October 1, 2020, and every October 1 thereafter by multiplying the rates in effect on the prior October 1 by 100% of the percentage increase in the Consumer Price Index (CPI) for the 12-month period ending the preceding October. The fees shall remain the same in the event the CPI indicates a decrease or if other circumstances warrant administrative waiver by the City Manager. If the index ceases to be published on a monthly basis, the adjustment shall be based on the CPI for the most recent 12-month period. The CPI to be used shall be the Consumer Price Index- All Urban Consumers as published by the United States Department of Labor for U.S. city average.

Property Footprints

455 DeSoto Drive

455 DeSoto Drive, New Smyrna Beach, FL 32169

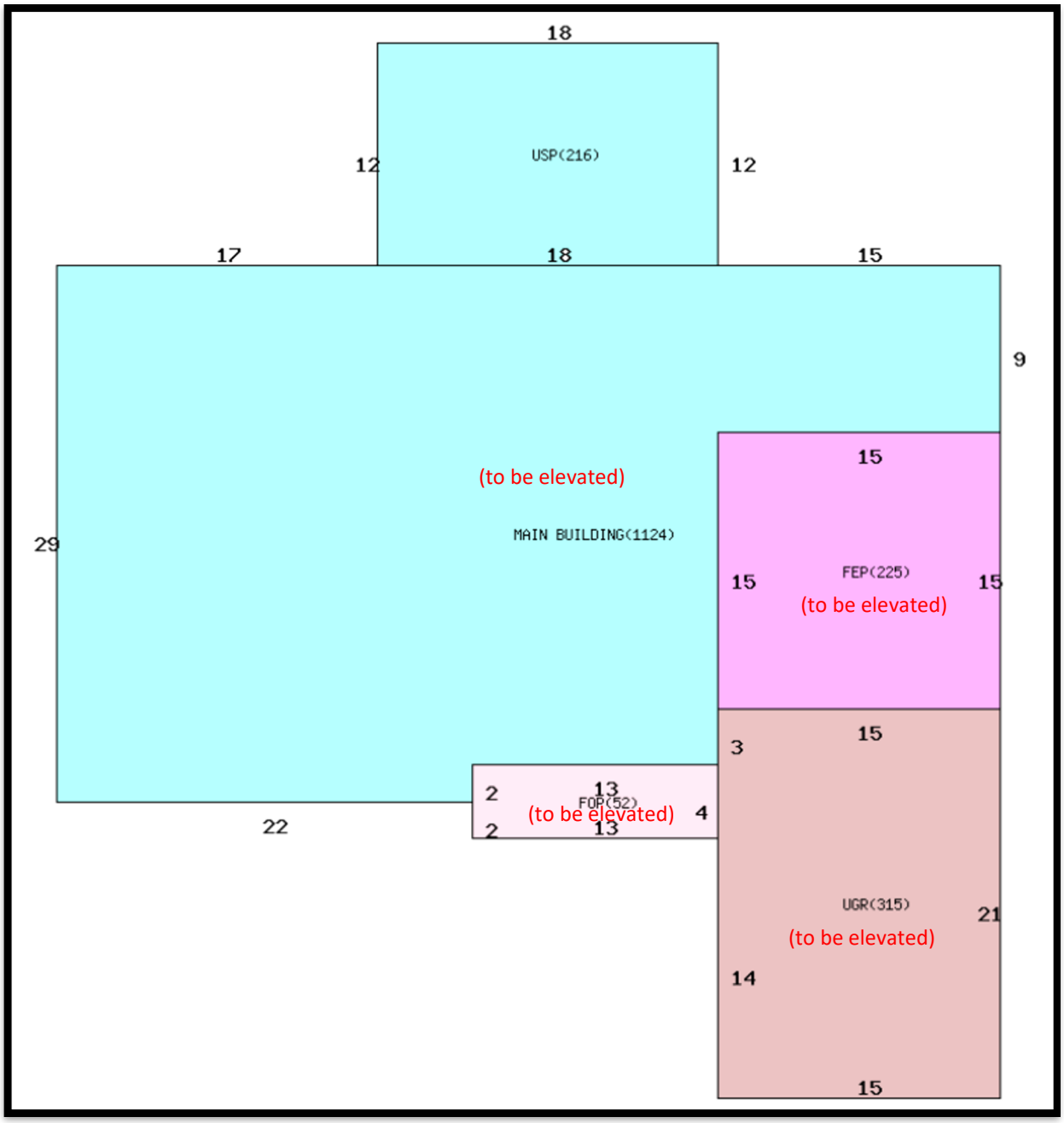


Additions to Base Area - Card (Bldg) #: 1

Description	Area	Year Built
MAIN BUILDING	1644	
Base Area	288	2013
Finished Garage	448	
Porch, Open Finished	180	
Total Building Area	2,560	

645 Goodwin Avenue

645 Goodwin Avenue, New Smyrna Beach, FL 32169

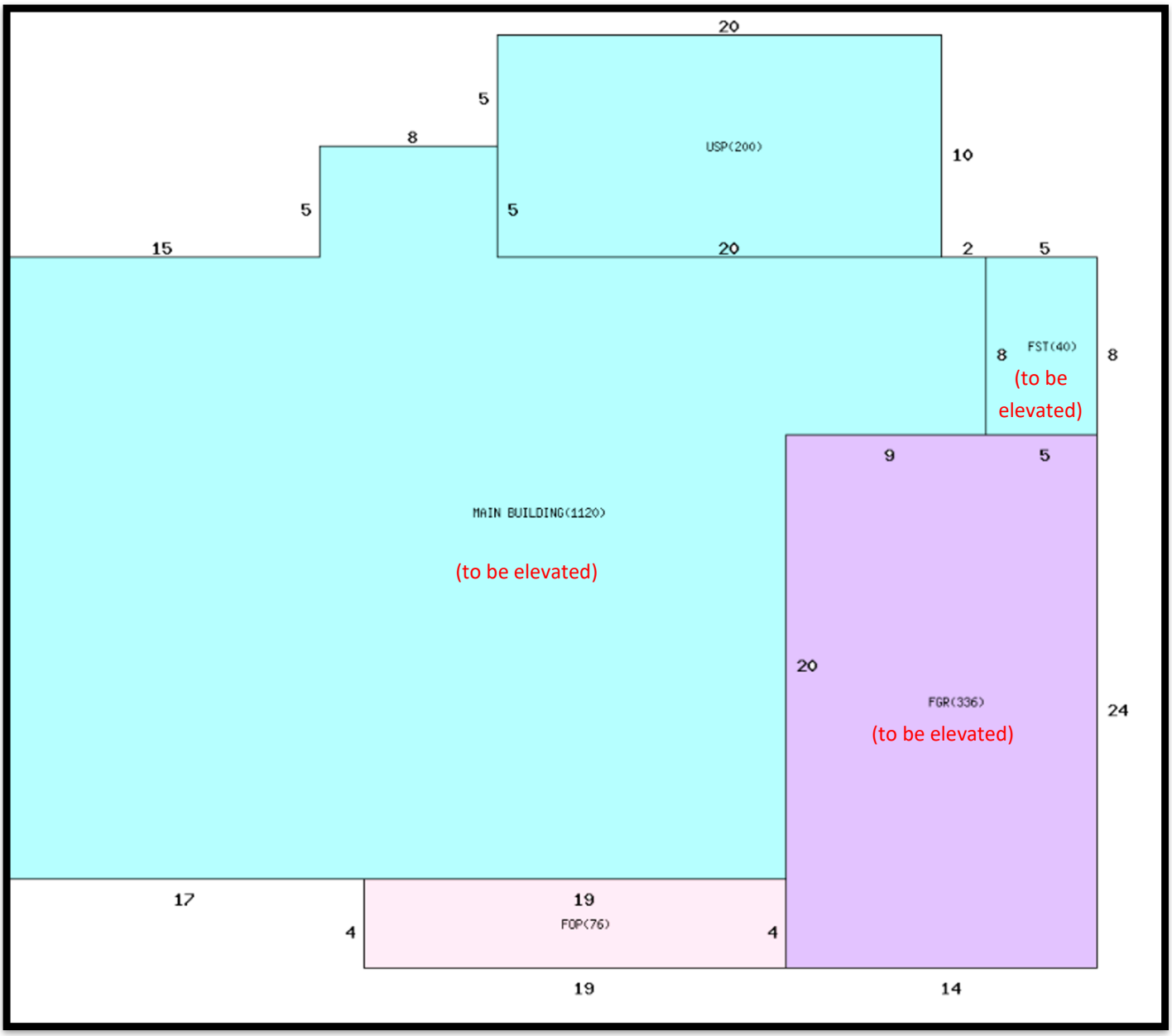


Additions to Base Area - Card (Bldg) #: 1

Description	Area	Year Built
MAIN BUILDING	1124	
Porch, Screen Unfinished	216	
Porch, Open Finished	52	1993
Unfinished Garage	315	1992
Finished Enclosed Porch	225	
Total Building Area	1,932	

647 Goodwin Avenue

647 Goodwin Avenue, New Smyrna Beach, FL 32169

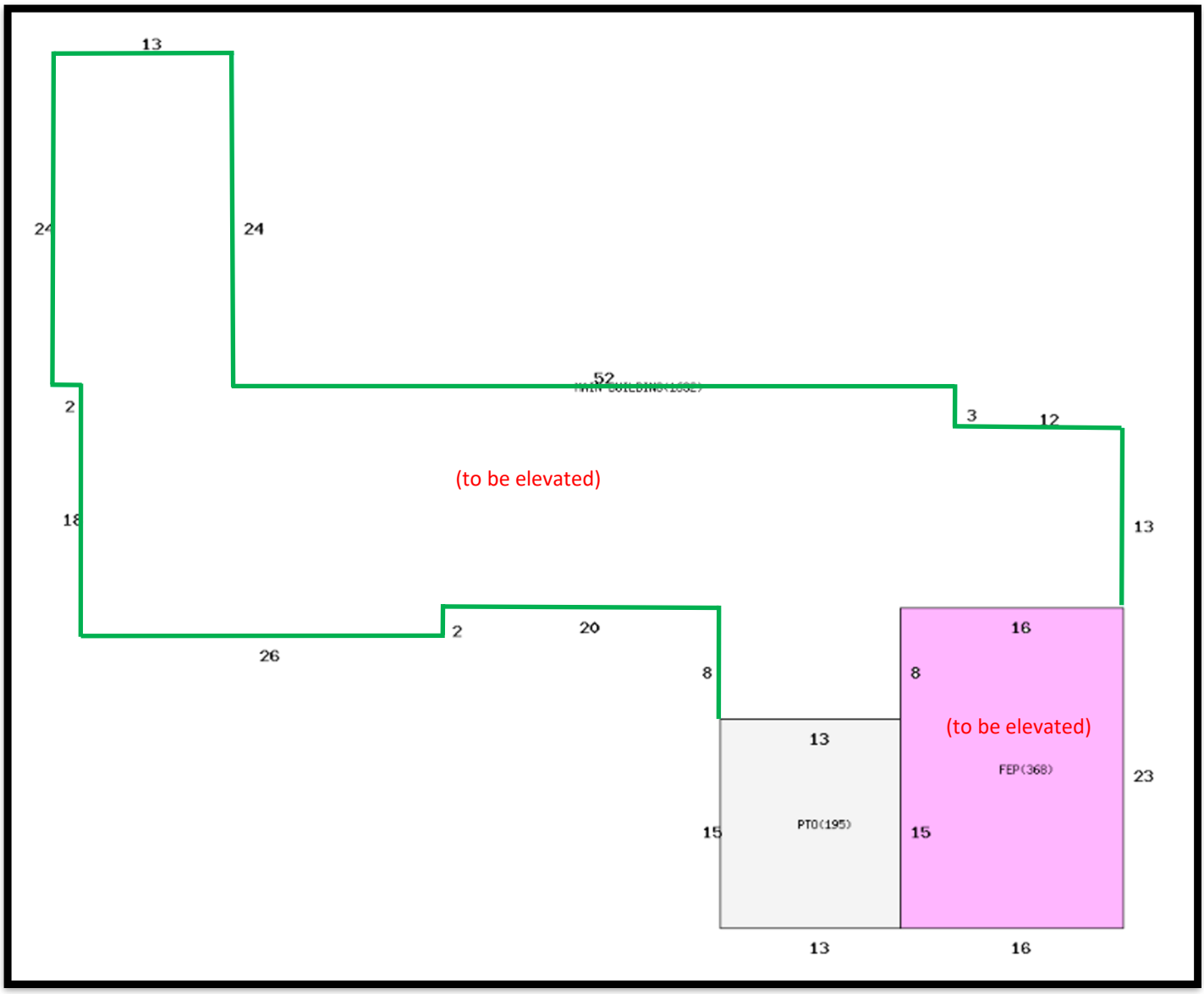


Additions to Base Area - Card (Bldg) #: 1

Description	Area	Year Built
MAIN BUILDING	1120	
Finished Utility	40	
Porch, Screen Unfinished	200	
Finished Garage	336	
Porch, Open Finished	76	1993
Total Building Area	1,772	

508 South Indian River Road

508 South Indian River Road, New Smyrna Beach, FL 32169

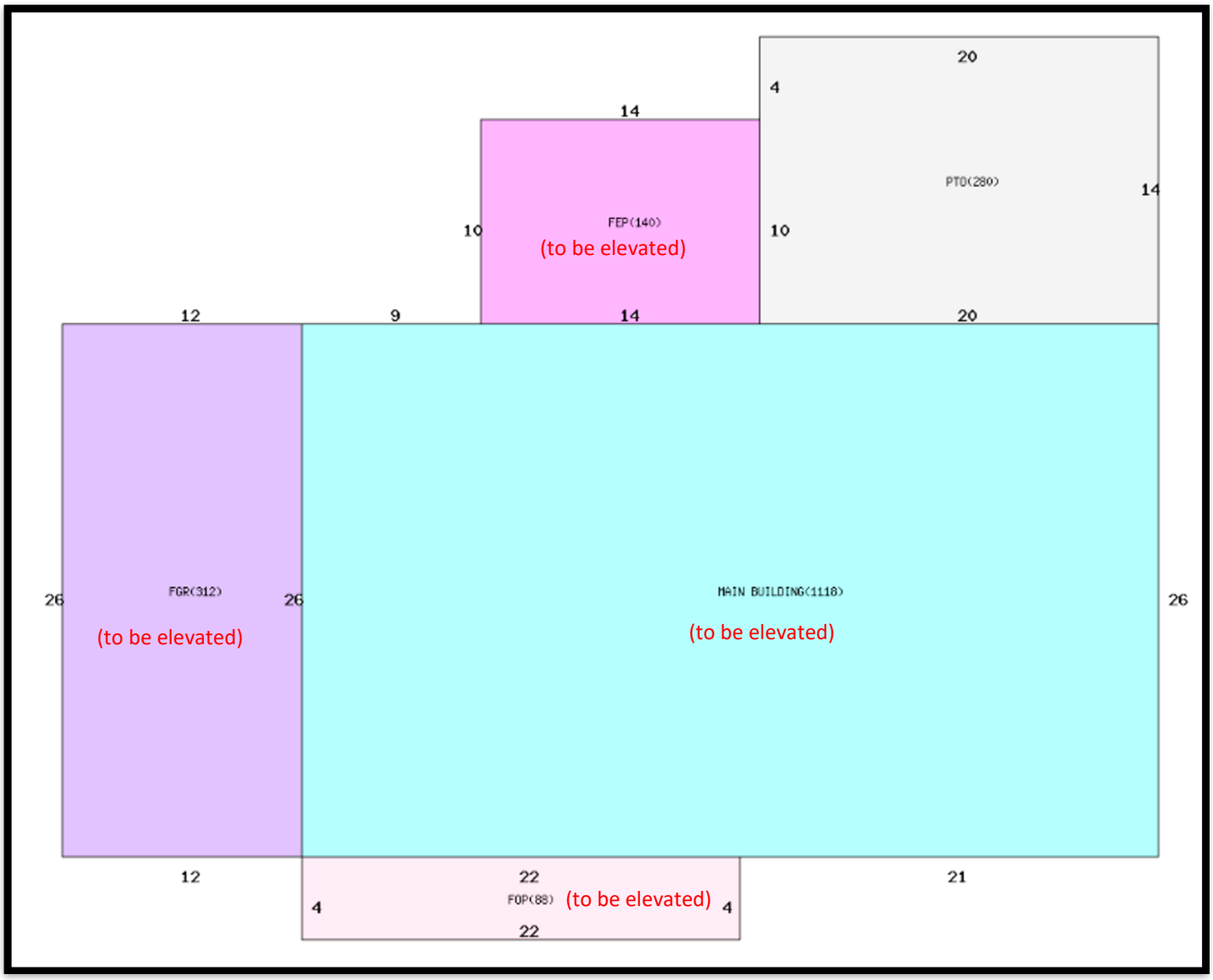


Additions to Base Area - Card (Bldg) #: 1

Description	Area	Year Built
MAIN BUILDING	1632	
Patio	195	1992
Finished Enclosed Porch	368	1992
Total Building Area	2,195	

529 South Peninsula Road

529 South Peninsula Avenue, New Smyrna Beach, FL 32169

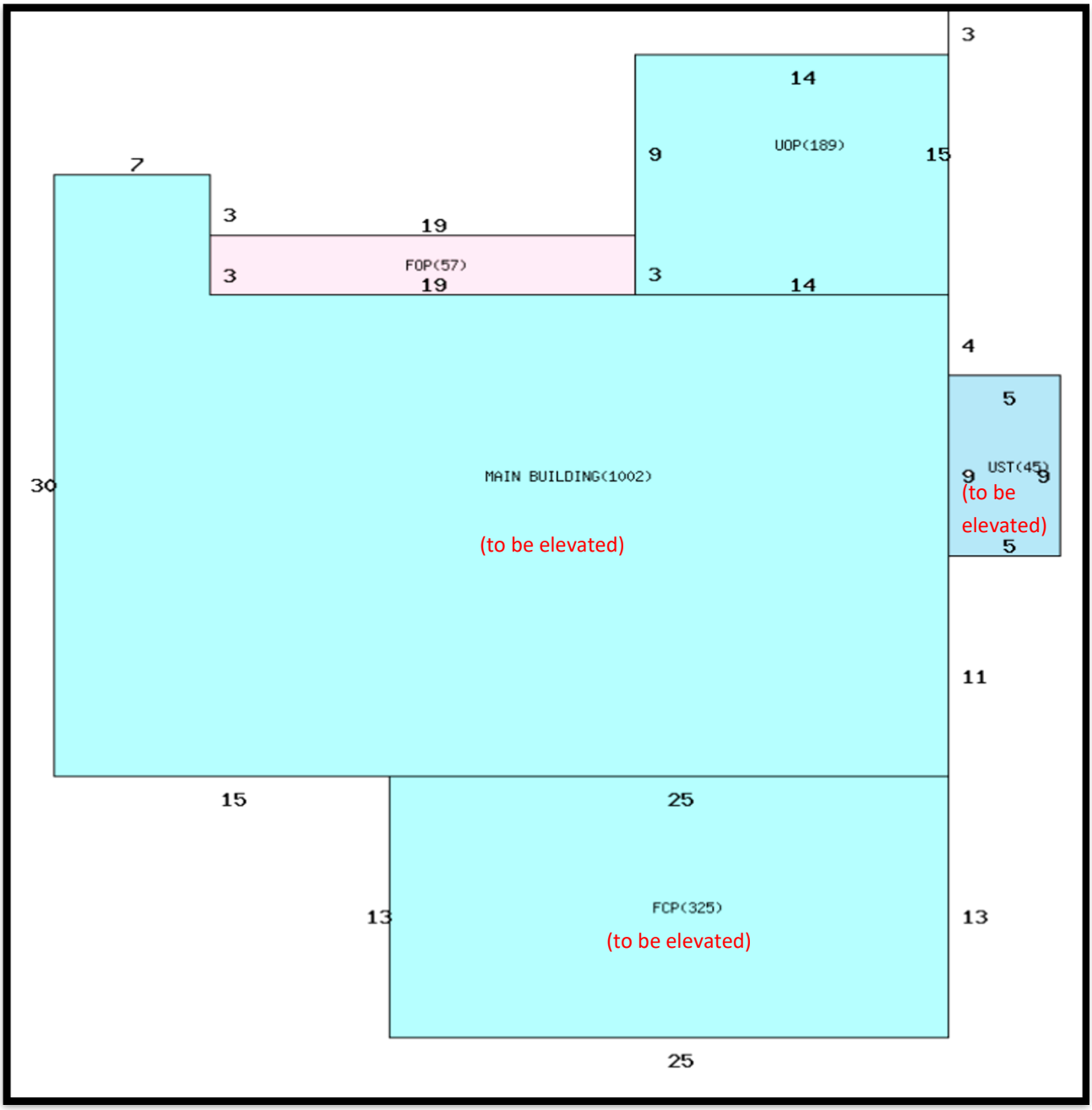


Additions to Base Area - Card (Bldg) #: 1

Description	Area	Year Built
MAIN BUILDING	1118	
Finished Enclosed Porch	140	1992
Finished Garage	312	
Porch, Open Finished	88	
Patio	280	2007
Total Building Area	1,938	

640 South Pine Street

640 South Pine Street, New Smyrna Beach, FL 32169



Additions to Base Area - Card (Bldg) #: 1

Description	Area	Year Built
MAIN BUILDING	1002	
Porch, Open Finished	57	1997
Carport, Finished	325	
Unfinished Utility	45	2001
Porch, Open Unfinished	189	
Total Building Area	1,618	

Attachment A – Part (b)

(1st Revision)

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to elevate flood-prone homes in New Smyrna Beach, Volusia County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-373-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of New Smyrna Beach, agrees to administer and complete the project per the application submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes an elevation project to provide flood protection to single-family residences listed below, located in New Smyrna Beach, Florida 32169.

The proposed project shall elevate the existing structures a minimum of two feet above the effective Base Flood Elevation (BFE) or the highest known flood level, whichever is higher, plus three feet to account for sea level rise. The scope of work involves building and site preparation along with disconnection of utilities at each location. The existing structures shall be raised on a new open foundation on pilings to the proposed design elevation. All utilities shall be reconnected, and service equipment shall be elevated to the required height. Appropriate means of ingress and egress shall be constructed to access the elevated living spaces at each property. Additionally, the City of New Smyrna Beach proposes to install ADA-compliant access consisting of a lift platform medically required for homeowners at 455 DeSoto Drive, New Smyrna Beach, Florida 32169; 645 Goodwin Avenue, New Smyrna Beach, Florida 32169; 508 South Indian River Road, New Smyrna Beach, Florida 32169; 529 South Peninsula Avenue, New Smyrna Beach, Florida 32169 and 640 South Pine Street, New Smyrna Beach, Florida 32169. The existing residential properties are located within designated Special Flood Hazard Areas (SFHA) and are at imminent risk of reoccurring flooding. The proposed elevation project intends to significantly reduce potential future flood damage to these residential properties, thereby enhancing their resilience and ensuring the safety of their occupants.

The habitable living areas of the original structure shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, National Flood Insurance Program (NFIP) standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations. A final Elevation Certificate shall be completed for closeout to certify the structure(s) was elevated to the required height.

Elevation projects must complete an inspection prior starting any construction, conducted by a qualified professional to demonstrate the proposed structures are structurally sound and capable of being elevated safely. A copy of the inspection report shall be provided to the Florida Division of Emergency Management within 12-months of the FEMA award date.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Address	Coordinates
~~1)~~	~~205 Canova Drive, New Smyrna Beach, Florida 32169~~	*Removed 01/17/25*

~~2)~~	~~211 Canova Drive, New Smyrna Beach, Florida 32169~~	*Removed 01/17/25*
3)	455 DeSoto Drive, New Smyrna Beach, Florida 32169	29.035502, -80.909311
~~4)~~	~~623 Goodwin Avenue, New Smyrna Beach, Florida 32169~~	*Removed 01/17/25*
~~5)~~	~~631 Goodwin Avenue, New Smyrna Beach, Florida 32169~~	*Removed 01/17/25*
~~6)~~	~~639 Goodwin Avenue, New Smyrna Beach, Florida 32169~~	*Removed 01/17/25*
7)	645 Goodwin Avenue, New Smyrna Beach, Florida 32169	29.030993, -80.901401
8)	647 Goodwin Avenue, New Smyrna Beach, Florida 32169	29.030783, -80.901400
~~9)~~	~~115 Oakwood Avenue, New Smyrna Beach, Florida 32169~~	*Removed 01/17/25*
10)	508 South Indian River Road, New Smyrna Beach, Florida 32169	29.033696, -80.904341
~~11)~~	~~503 South Peninsula Avenue, New Smyrna Beach, Florida 32169~~	*Removed 01/17/25*
12)	529 South Peninsula Avenue, New Smyrna Beach, Florida 32169	29.031542, -80.902419
~~13)~~	~~610 South Pine Street, New Smyrna Beach, Florida 32169~~	*Removed 01/17/25*
~~14)~~	~~618 South Pine Street, New Smyrna Beach, Florida 32169~~	*Removed 01/17/25*
15)	640 South Pine Street, New Smyrna Beach, Florida 32169	29.031298, -80.901090
~~16)~~	~~2621 Sunset Drive, New Smyrna Beach, Florida 32168~~	*Removed 01/17/25*
~~17)~~	~~2625 Sunset Drive, New Smyrna Beach, Florida 32168~~	*Removed 01/17/25*

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per conceptual designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the installation to provide flood protection.

The project shall be implemented in accordance with conceptual designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

a) Local Building Official Building Permit.

b) A Copy of the Certificate of Occupancy or copy of the Local Building Official Inspection Report and Final Approval, as applicable.

    1. Certifying that the structure is code-compliant.

c) A Copy of the Elevation Certificate before mitigation, if available.

d) A Copy of the Final Elevation Certificate (FEMA Form ff-206-fy-22-152), after mitigation – ensuring the structure has been elevated to the proper elevation.

e) All Product Specification / Data Sheets (technical standards) satisfying protective requirements on all products utilized.

f) Signed notices from the affected property owner in the Special Flood Hazard Area (SFHA) that the Sub-Recipient shall record a Deed Notice applicable to their property, as described in section (h), below, and that they shall maintain flood insurance.

g) Verification that the property located within a SFHA is covered by an NFIP flood insurance policy to the amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.

h) Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, notwithstanding any other provision of law, no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance as required under applicable Federal law on such property. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Section 60.3 and any city/county ordinance."

i) Verification of compliance that construction vehicles and equipment were stored onsite or at existing access points within the Sub-Recipient's right-of-way during the project.

j) Letter verifying if human remains, intact archaeological features or deposits, or prehistoric or historic artifacts were encountered during project activities and, if so, how they were handled.

k) Verification of compliance with all monitor deliverables and reporting requirements from the Secretary of Interior qualified archaeological monitor and archaeologist.

l) Copy of floodplain permit and verification of compliance; if no permit was needed, a letter stating "No Permit Required" from the local floodplain administrator obtained prior to project commencement.

m) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, not all project activities may be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills,

invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, conceptual designs, and construction plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of elevation of single-family residences located in New Smyrna Beach, Florida, including but not limited to raising the residential structures, utilities, and electrical and mechanical equipment to the required height.

The habitable living areas of the original structure shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, NFIP standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations. A final Elevation Certificate shall be completed for closeout to certify the structure(s) was elevated to the required height.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and a copy of the Certificate of Occupancy or any local official Inspection Report and/or Final Approval, as applicable.

3) The Sub-Recipient shall provide a copy of the Elevation Certificate prepared before mitigation, if available.

4) The Sub-Recipient shall submit a copy of the Elevation Certificate prepared after mitigation, showing the Base Flood Elevation and the elevation of all components.

5) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protect requirements on all products utilized.

6) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.

7) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure

to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) re-evaluation before starting project work.

3) The Sub-Recipient shall monitor ground-disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

   The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary.

   In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

4) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with ***Section 872.05, Florida Statutes***.

5) The Sub-Recipient must obtain a floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

6) A professional Secretary of the Interior qualified archaeological monitor shall be present during activities associated with the elevation of 508 S. Indian River Rd (ID#10) and shall follow FEMA's Monitor Deliverables & Reporting Requirements.

7) The activities associated with the elevations of 529 S. Peninsula Ave (ID#12), 645 Goodwin Ave (ID#7), 647 Goodwin Ave (ID#8), and 640 S. Pine Street (ID#15) shall be monitored by a professional Secretary of the Interior qualified archaeologist and shall follow FEMA's Monitor Deliverables & Reporting Requirements.

8) Construction vehicles and equipment shall be stored onsite during the project or at existing access points within the Sub-Recipient's right-of-way.

9) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) <u>Programmatic:</u>

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

8) A copy of the recorded deed amendment for each property as required by HMA Guidance.

9) For structures located in the Special Flood Hazard Area (SFHA), the Sub-Recipient shall verify if the proposed project triggers a substantial improvement and confirm that the project will be in compliance with the current local floodplain management ordinance.

10) For structures that remain in the SFHA after implementation, flood insurance must be maintained for the life of the structure to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular properties.

    Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

    "This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, notwithstanding any other provision of law, no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance as required under applicable Federal law on such property. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Section 60.3 and any city/county ordinance."

11) Prior to project commencement, the Sub-Recipient must identify the source and location of fill material and provide this information to the Division and FEMA. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with the State Historic Preservation Officer shall be required. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required prior to project commencement AND for project closeout.

12) The Sub-Recipient must obtain a floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

13) A certificate of occupancy and the final Elevation Certificate (FEMA Form - Elevation Certificate -ff-206-fy-22-152) for each structure on the project to certify the structure is code compliant and was elevated to the required elevation.

14) A copy of the recorded deed for each property, including structure elevation project deed requirements for property maintenance and flood insurance requirements.

15) A signed Acknowledgement of Conditions for Properties Using FEMA Hazard Mitigation Assistance form for each structure.

16) A certification from a building official or licensed design professional verifying that the structure was designed and constructed to the minimum standard of the two most recently published editions of the International Codes, even in locations where no code has been adopted.

17) Front, rear and side photographs of the final structure(s), including the date of the photograph, property address, latitude/longitude to the nearest sixth decimal place and the source of the photograph.

18) Verification of flood insurance policy for each structure.

19) Closeout of structural elevation project, the Sub-Recipient shall provide:

    a) Updated property information for each location.

    b) A Certificate of Occupancy, certifying that each structure is code-compliant.

    c) A Final Elevation Certificate (FEMA Form FF-206-FY-22-152) for each structure to ensure the structure has been elevated to the proper elevation.

20) Special Conditions required on implementation of project:

    a) **EO 11988 CONDITION**: The sub-recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of condition:** Executive Order 11988 – Floodplains (EO 11988) **Monitoring Required: No**

    b) **NHPA CONDITION**: We agree with the recommendation for a professional Secretary of the Interior qualified archaeological monitor to be present during activities associated with the elevation of 508 South Indian River Road (ID#10). **Source of condition**: National Historic Preservation Act (NHPA) **Monitoring Required: No**

    c) **NHPA CONDITION**: We also suggest that given the history of burials and observations of mounds in this general area that the activities associated with the elevations of 529 South Peninsula Avenue (ID#12), 645 Goodwin Avenue (ID#7), 647 Goodwin Avenue (ID#8), and 640 South Pine Street (ID#15) be monitored by a professional Secretary of the Interior qualified archaeologist as well. **Source of condition**: National Historic Preservation Act (NHPA) **Monitoring Required: No**

    d) **NHPA CONDITION**: Construction vehicles and equipment will be stored onsite during the project or at existing access points within the sub-recipient's right-of-way. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

    e) **NHPA CONDITION**: If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The sub-recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes. **Source of condition**: National Historic Preservation Act (NHPA) **Monitoring Required: No**

    f) **NHPA CONDITION**: If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery will stop

immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The sub-recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The sub-recipient's contractor will provide immediate notice of such discoveries to the sub-recipient. The sub-recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities; all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05. **Source of condition**: National Historic Preservation Act (NHPA) **Monitoring Required: No**

21) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

22) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

   a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

   b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

   c) SRMC cannot exceed 5% of the total project costs awarded.

   d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

   e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

   f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4337-373-R.** It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on May 11, 2021; this Agreement was executed on November 12, 2021, and the Period of Performance for this project shall end on **November 30, 2026**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	6	Months
Construction Plan/Technical Specifications:	24	Months
Bidding / Local Procurement:	6	Months
Permitting:	3	Months
Construction / Installation:	18	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	3	Months
Closeout Compliance:	3	Months
Total Period of Performance:	**66**	**Months**

Preliminary Structural Engineering Assessments (SEAs)

455 DeSoto Drive

Joseph D. Hiller Engineering, LLC
Structural Engineering
P.O. Box 290855, Port Orange, FL 32129
Phone # (386) 248-1700
E-mail: hillerengineering@gmail.com

Thursday, August 31, 2023

Subject Property: 455 DeSoto Dr
New Smyrna Beach, Fl 32169

Re: Structural Engineering Assessment – Gaudios Residence

To whom it may concern:

On August 23, 2023, a structural inspection was conducted at the request of Pegasus Engineering and the City of New Smyrna Beach. The subject property was constructed in 1958 and is a one story concrete block and stucco structure on a concrete slab-on-grade foundation. The house has a hip roof with asphalt shingles. The house consists of a 1644 square foot main living area with a 448 ft single-car garage and finished open front porch and a rear addition.

The purpose of the inspection was to determine if the structure and foundation are suitable for lifting, using Standard ASCE 24-14 and the Engineering Principles and Practices for Retrofitting Flood-Prone Residential Structures.

Observations during the inspection include a separate garage slab and some stair step cracking in one of the garage walls. The home also has a wood frame addition at the rear of the house. This addition was built onto the original concrete patio slab with another slab poured alongside it to expand the area size. According to drawings for this addition, the new slab is pinned to the original one. The owner explained to me that during flood events, she has witnessed water protruding through the floor where the new slab exists. This leads me to believe there may be no vapor barrier underneath. The home also has decorative block columns on the front porch that may need to be replaced or reinforced before the lifting process.

The soil at the subject property is fill material, poorly-graded S(S) according to ASCE Soil Classification and (SP) in the Unified Soil Classification System (ASTM D2487-17). No lab testing was utilized. Visual classification of soils (ASTM D 2488) was used to determine classification based on the analysis of color, odor, moisture, and maximum particle size of the entire sample. The estimated percentage of fines was determined to be less than 5%.

All comments made are based on conditions seen at the time of this visual observation. We do not accept any responsibility for unknown or unknowable conditions within the existing site or structures.

During the inspection, no structural deficiencies were observed and the foundation of the home appears to be in excellent condition. After inspecting the subject property, it is my professional opinion that this house can be lifted.



Joseph Hiller, P.E.
FL License #74583
P.O. Box 290855
Port Orange, FL 32129
Email:
hillerengineering@gmail.com

Please let me know if you have any questions or concerns regarding this report.

Sincerely,

Joseph D. Hiller, P.E.
Florida PE Lic# 74583

JOSEPH D. HILLER LICENSE No 74583 STATE OF FLORIDA PROFESSIONAL ENGINEER

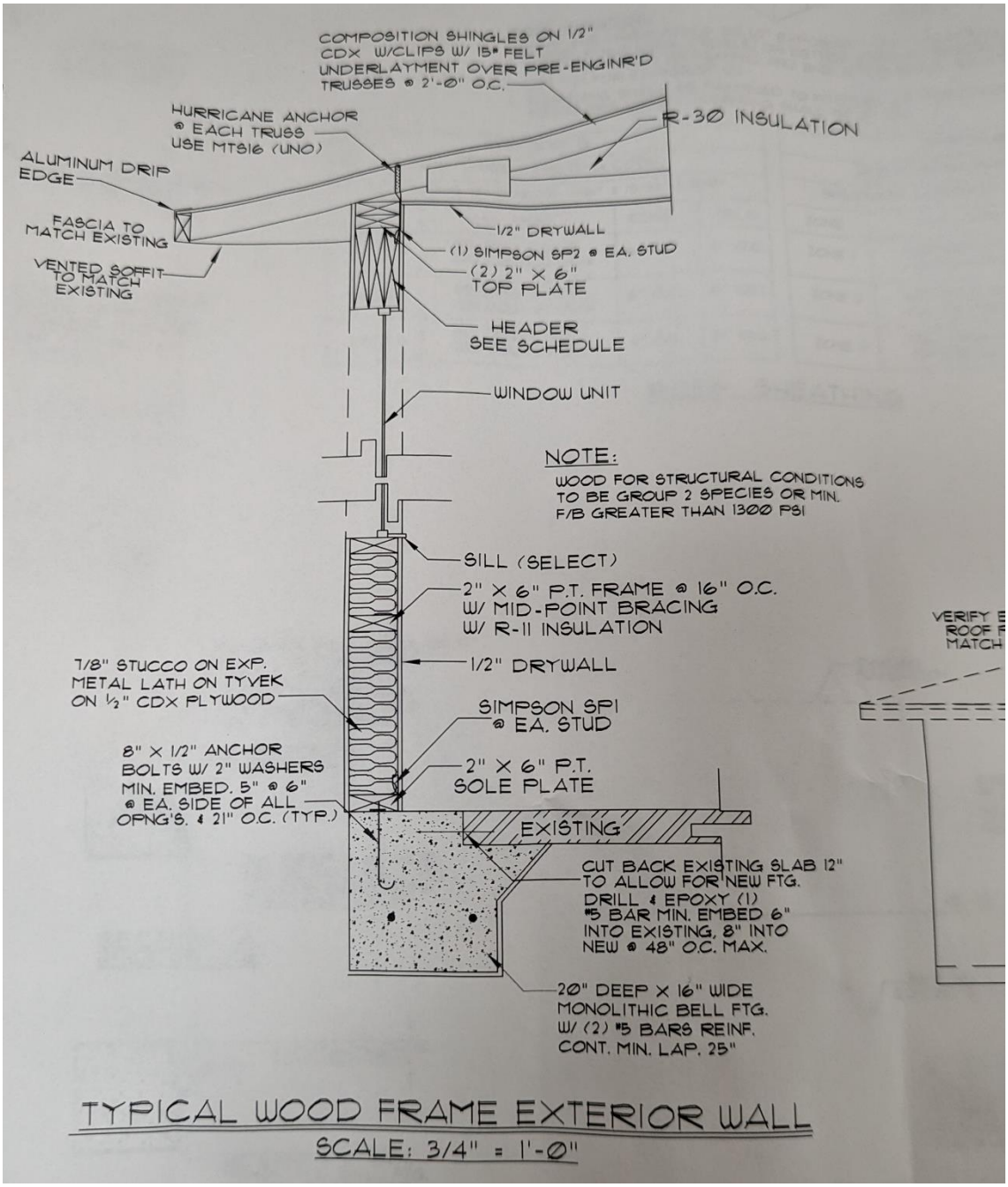
Photos



Open front porch with decorative columns



Stair step cracks in garage wall (over entrance to main building)



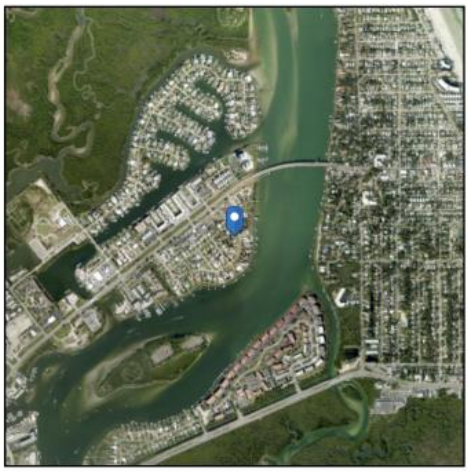
Taken from rear addition drawings.

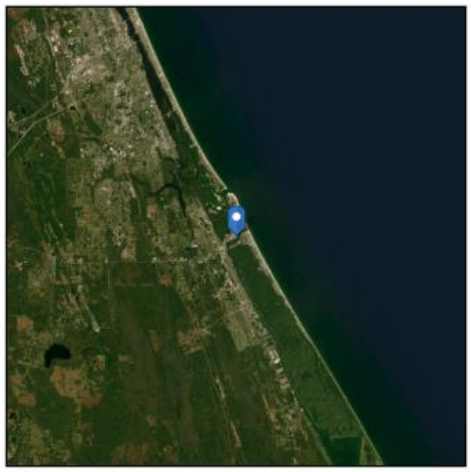
ASCE 7 Hazards Report

Address:
455 Desoto Dr
New Smyrna Beach, Florida
32169

Standard: ASCE/SEI 7-22
Risk Category: II
Soil Class: Default

Latitude: 29.035499
Longitude: -80.909287
Elevation: 0 ft (NAVD 88)





Rain

Results:

15-minute Precipitation Intensity: 8.12 in./h

60-minute Precipitation Intensity: 4.14 in./h

Data Source: NOAA National Weather Service, Precipitation Frequency Data Server, Atlas 14 (https://www.nws.noaa.gov/oh/hdsc/)

Flood

Results:

Flood Zone Categorization: X (shaded)

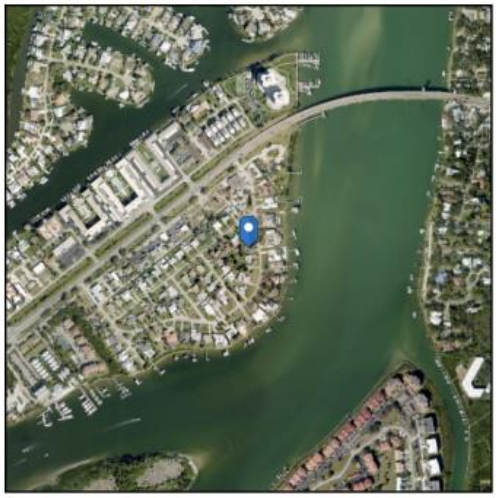
Base Flood Elevation: Refer to map for local elevations and interpolate according to the Authority Having Jurisdiction.

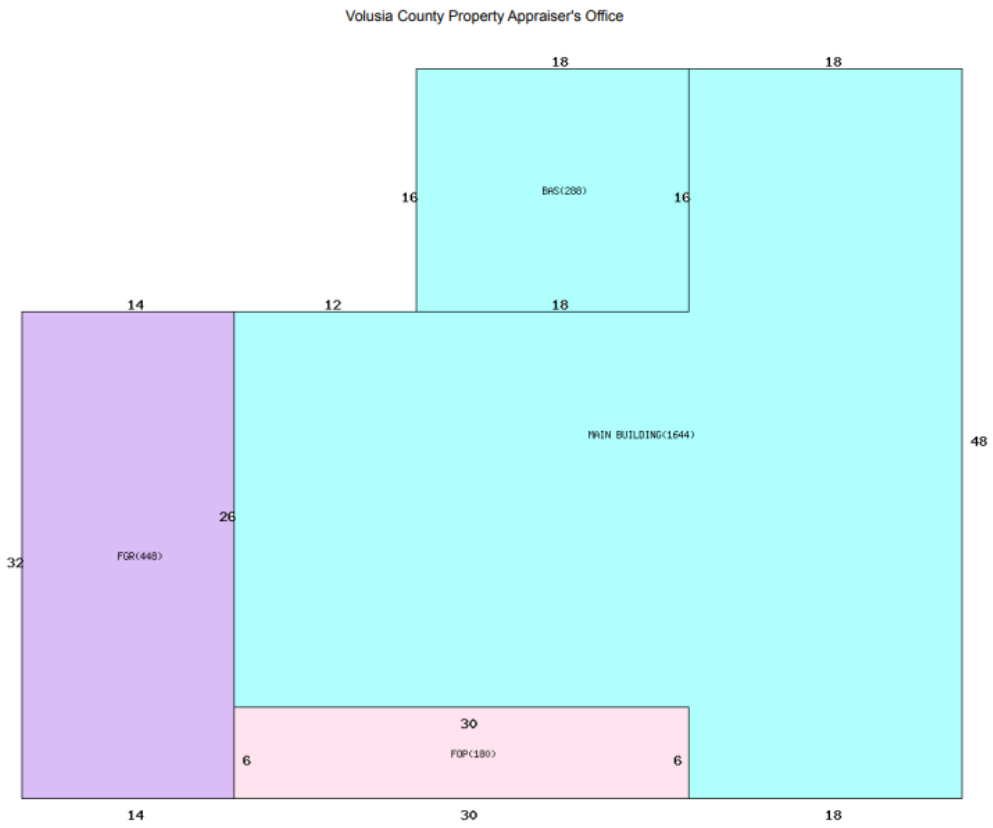
Data Source: FEMA National Flood Hazard Layer - Effective Flood Hazard Layer for US, where modernized (https://msc.fema.gov/portal/search)

Date Accessed: Thu Oct 05 2023

FIRM Panel: If available, download FIRM panel here

Insurance Study Note: Download FEMA Flood Insurance Study for this area here





Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value
1	RSH-STORAGE, SHED RESIDENTIAL	2000	120	1		$275
2	DEC-DECK WOOD	2009	256	1	16 x 16	$2,154
				Total Miscellaneous Value:		$2,429

645 Goodwin Avenue

Joseph D. Hiller Engineering, LLC
Structural Engineering
P.O. Box 290855, Port Orange, FL 32129
Phone # (386) 248-1700
E-mail: hillerengineering@gmail.com

Thursday, August 31, 2023

Subject Property: 645 Goodwin Ave
New Smyrna Beach, Fl 32169

Re: Structural Engineering Assessment – Keller/Heim Residence

To whom it may concern:

On August 23, 2023, a structural inspection was conducted at the request of Pegasus Engineering and the City of New Smyrna Beach. The subject property was constructed in 1973 and is a one-story concrete block structure on a concrete slab foundation. The house has a gable roof with asphalt shingles. The house consists of a 1124 square foot main living area with a 315sq ft finished garage (Note: VCPA has this documented as unfinished), an open front porch, a 225sq ft addition (VCPA has documented as finished enclosed porch), and a screened porch in the rear.

The purpose of the inspection was to determine if the structure and foundation are suitable for lifting, using Standard ASCE 24-14 and the Engineering Principles and Practices for Retrofitting Flood-Prone Residential Structures.

Observations include some stair step cracking at two windows which have been repaired with epoxy fill. The screened room at the rear of the home has 4-6" foundation in good condition.

The soil at the subject property is fill material, poorly-graded S(S) according to ASCE Soil Classification and (SP) in the Unified Soil Classification System (ASTM D2487-17). No lab testing was utilized. Visual classification of soils (ASTM D 2488) was used to determine classification based on the analysis of color, odor, moisture, and maximum particle size of the entire sample. The estimated percentage of fines was determined to be less than 5%.

All comments made are based on conditions seen at the time of this visual observation. We do not accept any responsibility for unknown or unknowable conditions within the existing site or structures.

During the inspection, no structural deficiencies were observed and the foundation of the home appears to be in excellent condition. After inspecting the subject property, it is my professional opinion that this house can be lifted.



Joseph Hiller, P.E.
FL License #74583
P.O. Box 290855
Port Orange, FL 32129
Email:
hillerengineering@gmail.com

Please let me know if you have any questions or concerns regarding this report.

Sincerely,

Joseph D. Hiller, P.E.
Florida PE Lic# 74583

JOSEPH D. HILLER LICENSE No 74583 STATE OF FLORIDA PROFESSIONAL ENGINEER

Photos



Stair step crack repaired with epoxy.



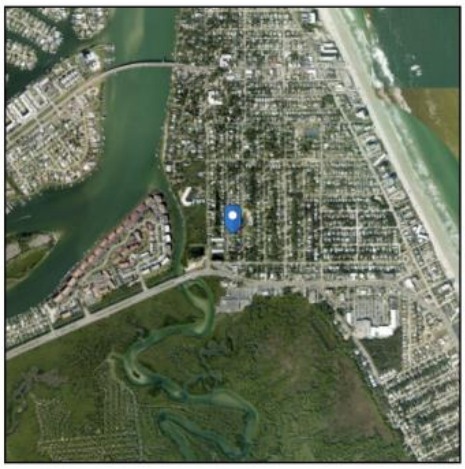


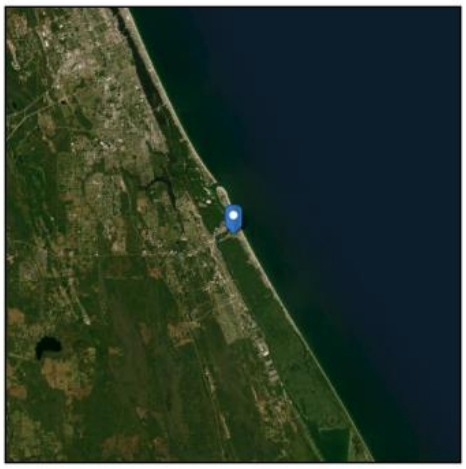
ASCE 7 Hazards Report

Address:
645 Goodwin Ave
New Smyrna Beach, Florida
32169

Standard: ASCE/SEI 7-22
Risk Category: II
Soil Class: Default

Latitude: 29.030991
Longitude: -80.90141
Elevation: 0 ft (NAVD 88)





Rain

Results:

15-minute Precipitation Intensity: 8.12 in./h

60-minute Precipitation Intensity: 4.14 in./h

Data Source: NOAA National Weather Service, Precipitation Frequency Data Server, Atlas 14 (https://www.nws.noaa.gov/oh/hdsc/)

Flood

Results:

Flood Zone Categorization: AE

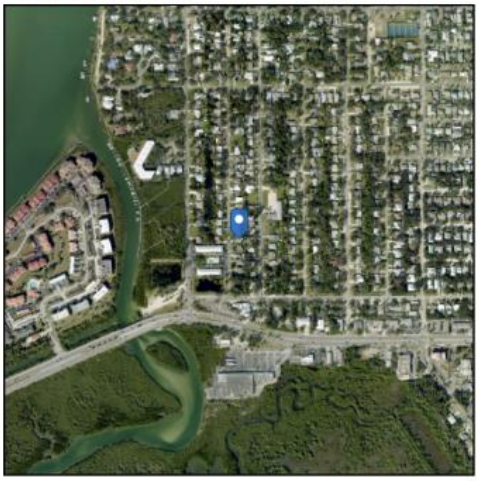
Base Flood Elevation: NAVD88

Data Source: FEMA National Flood Hazard Layer - Effective Flood Hazard Layer for US, where modernized (https://msc.fema.gov/portal/search)

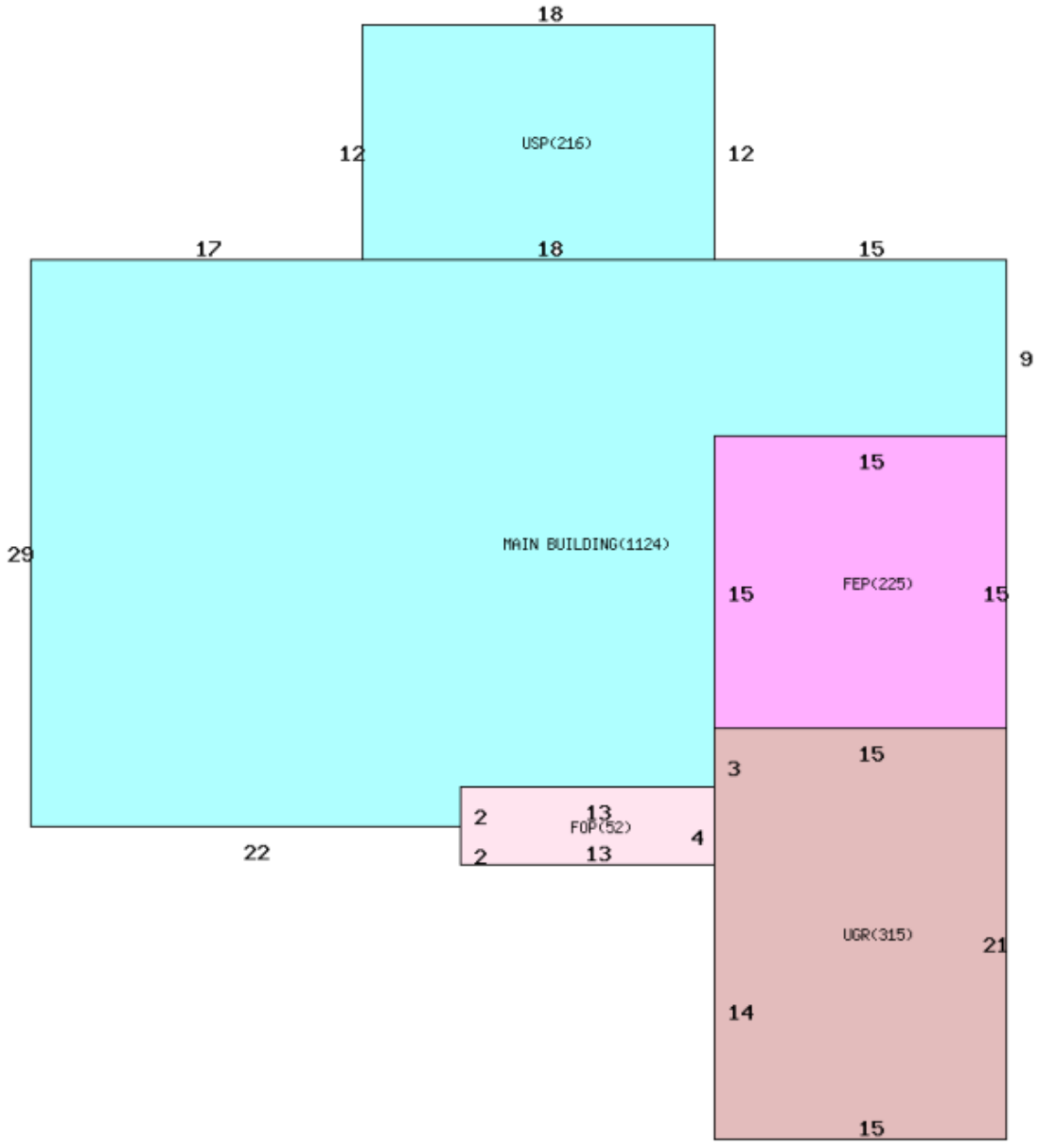
Date Accessed: Tue Oct 10 2023

FIRM Panel: If available, download FIRM panel here

Insurance Study Note: Download FEMA Flood Insurance Study for this area here



Volusia County Property Appraiser's Office



647 Goodwin Avenue

Joseph D. Hiller Engineering, LLC
Structural Engineering
P.O. Box 290855, Port Orange, FL 32129
Phone # (386) 248-1700
E-mail: hillerengineering@gmail.com

Thursday, August 31, 2023

Subject Property: 647 Goodwin Ave
New Smyrna Beach, Fl 32169

Re: Structural Engineering Assessment – Williams Residence

To whom it may concern:

On August 23, 2023, a structural inspection was conducted at the request of Pegasus Engineering and the City of New Smyrna Beach. The subject property was constructed in 1974 and is a one-story wood structure on a concrete slab foundation. The house has a low-sloped hip roof with asphalt shingles. The house consists of a 1120 square foot main living area with a 336sq ft one-car car garage with a 40sq ft addition, and a finished screened porch in the rear.

The purpose of the inspection was to determine if the structure and foundation are suitable for lifting, using Standard ASCE 24-14 and the Engineering Principles and Practices for Retrofitting Flood-Prone Residential Structures.

Observations during inspection include a separate concrete slab for the screened room and a bathroom addition at the rear of the house. This addition is documented on the county's property appraiser's reports as finished utility. No other issues were identified.

The soil at the subject property is fill material, poorly-graded S(S) according to ASCE Soil Classification and (SP) in the Unified Soil Classification System (ASTM D2487-17). No lab testing was utilized. Visual classification of soils (ASTM D 2488) was used to determine classification based on the analysis of color, odor, moisture, and maximum particle size of the entire sample. The estimated percentage of fines was determined to be less than 5%.

All comments made are based on conditions seen at the time of this visual observation. We do not accept any responsibility for unknown or unknowable conditions within the existing site or structures.

During the inspection, no structural deficiencies were observed and the foundation of the home appears to be in excellent condition. After inspecting the subject property, it is my professional opinion that this house can be lifted.



Joseph Hiller, P.E.
FL License #74583
P.O. Box 290855
Port Orange, FL 32129
Email:
hillerengineering@gmail.com

Please let me know if you have any questions or concerns regarding this report.

Sincerely,

Joseph D. Hiller, P.E.
Florida PE Lic# 74583

JOSEPH D. HILLER LICENSE No 74583 STATE OF FLORIDA PROFESSIONAL ENGINEER

Photos



Screened-in porch on separate slab.

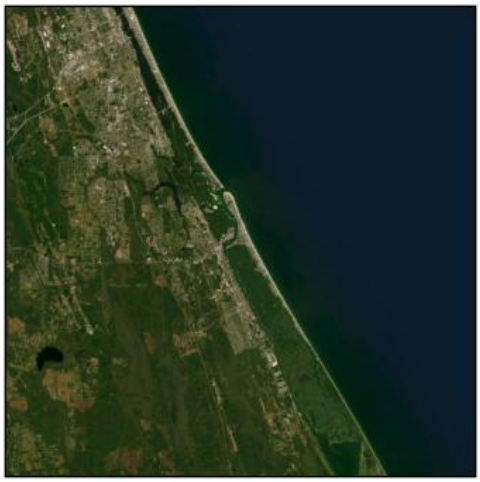
ASCE 7 Hazards Report

Address:
645 Goodwin Ave
New Smyrna Beach, Florida
32169

Standard: ASCE/SEI 7-22
Risk Category: II
Soil Class: Default

Latitude: 29.030991
Longitude: -80.90141
Elevation: 0 ft (NAVD 88)





Rain

Results:

15-minute Precipitation Intensity: 8.12 in./h

60-minute Precipitation Intensity: 4.14 in./h

Data Source: NOAA National Weather Service, Precipitation Frequency Data Server, Atlas 14 (https://www.nws.noaa.gov/oh/hdsc/)

Flood

Results:

Flood Zone Categorization: AE

Base Flood Elevation: NAVD88

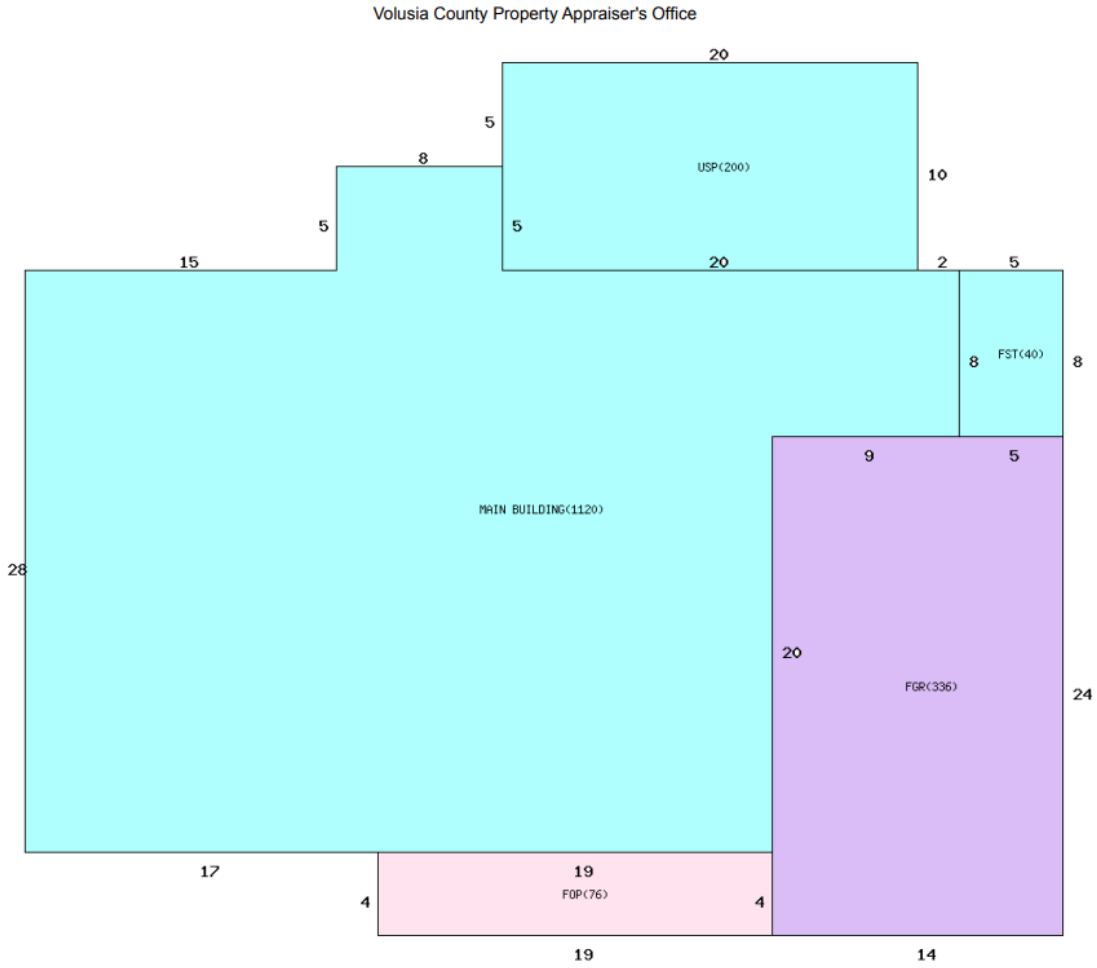
Data Source: FEMA National Flood Hazard Layer - Effective Flood Hazard Layer for US, where modernized (https://msc.fema.gov/portal/search)

Date Accessed: Thu Oct 05 2023

FIRM Panel: If available, download FIRM panel here

Insurance Study Note: Download FEMA Flood Insurance Study for this area here




Volusia County Property Appraiser's Office
20
5
8
USP(200)
10
5
5
15
20
2
5
8
FST(40)
8
9
5
MAIN BUILDING(1120)
28
20
FGR(336)
24
17
19
FOP(76)
4
4
19
14

508 South Indian River Road

Joseph D. Hiller Engineering, LLC
Structural Engineering
P.O. Box 290855, Port Orange, FL 32129
Phone # (386) 248-1700
E-mail: hillerengineering@gmail.com

Thursday, October 10, 2023

Subject Property: 508 S. Indian River Rd.
New Smyrna Beach, Fl 32169

Re: Structural Engineering Assessment – Abraczinska Residence

To whom it may concern:

On October 10, 2023, a structural inspection was conducted at the request of Pegasus Engineering and the City of New Smyrna Beach. The subject property was constructed in 1955 and is a one story concrete block structure on a monolithic concrete slab foundation with terrazzo floors and an asphalt shingled gable roof. The house consists of a 1632 square foot main living area and 368sq ft finished enclosed porch.

The purpose of the inspection was to determine if the structure and foundation are suitable for lifting, using Standard ASCE 24-14 and the Engineering Principles and Practices for Retrofitting Flood-Prone Residential Structures.

Observations during the inspection include a pool and a fireplace. Steel angle ledgers supporting the coquina rock veneer encasing windows and door openings. The large fireplace has an independent foundation which will require special attention will lifting. The fireplace is in close proximity to the edge of the pool and pool plumbing which can make lifting problematic. The structure also has water damage to the interior walls due to the flooding. All interior bearing walls should be reinforced and inspected prior to the lifting.

The soil at the subject property is fill material, poorly-graded S(S) according to ASCE Soil Classification and (SP) in the Unified Soil Classification System (ASTM D2487-17). No lab testing was utilized. Visual classification of soils (ASTM D 2488) was used to determine classification based on the analysis of color, odor, moisture, and maximum particle size of the entire sample. The estimated percentage of fines was determined to be less than 5%.

All comments made are based on conditions seen at the time of this visual observation. We do not accept any responsibility for unknown or unknowable conditions within the existing site or structures.

During the inspection, no structural deficiencies were observed and the foundation of the home appears to be in good condition. It is my professional opinion that this house can be lifted.

Sincerely,

Joseph D. Hiller, P.E.
Florida PE Lic# 74583

508 South Indian River Rd



Joseph Hiller, P.E.
FL License #74583
P.O. Box 290855
Port Orange, FL 32129
Email:
hillerengineering@gmail.com

Photos





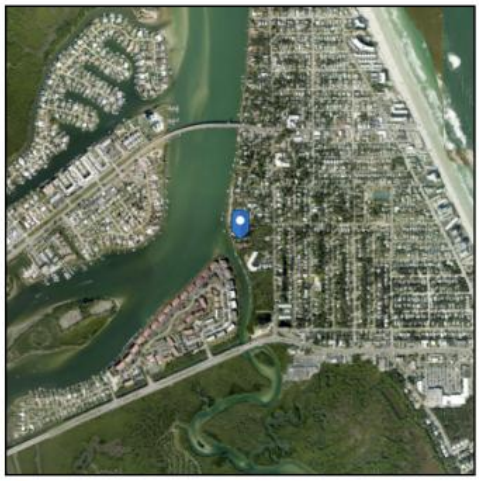


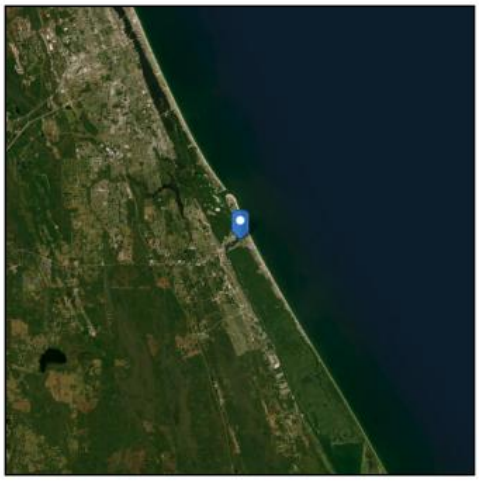
ASCE 7 Hazards Report

Address:
508 S Indian River Rd
New Smyrna Beach, Florida
32169

Standard: ASCE/SEI 7-22
Risk Category: II
Soil Class: Default

Latitude: 29.03366
Longitude: -80.904446
Elevation: 4.71484566596692 ft (NAVD 88)





Rain

Results:

15-minute Precipitation Intensity: 8.12 in./h

60-minute Precipitation Intensity: 4.14 in./h

Data Source: NOAA National Weather Service, Precipitation Frequency Data Server, Atlas 14 (https://www.nws.noaa.gov/oh/hdsc/)

Flood

Results:

Flood Zone Categorization: AE

Base Flood Elevation: NAVD88

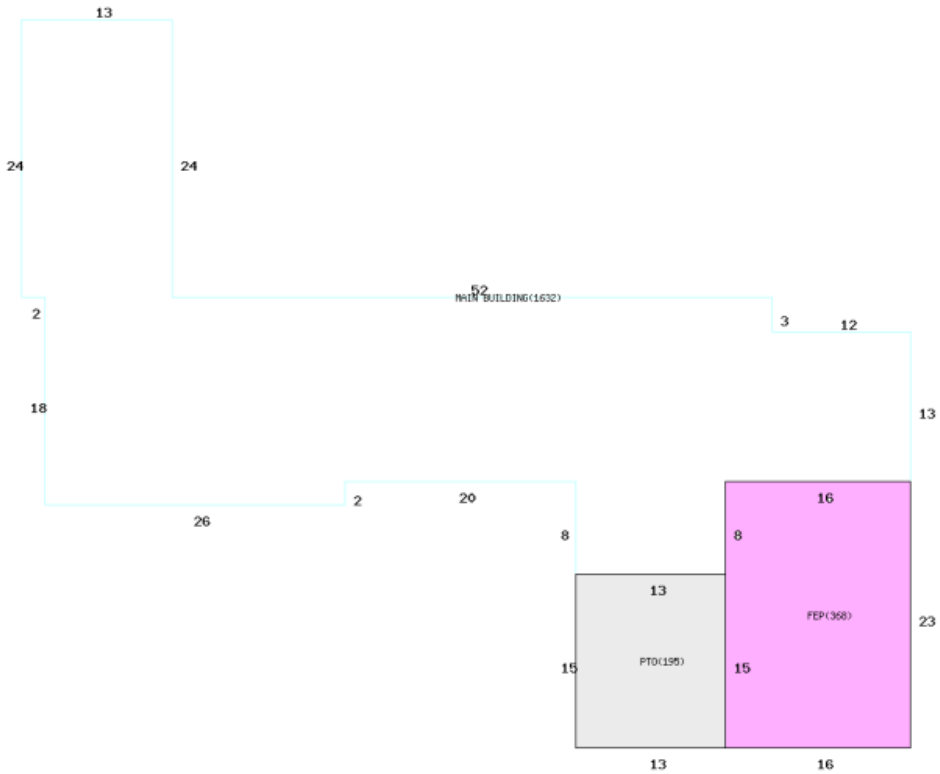
Data Source: FEMA National Flood Hazard Layer - Effective Flood Hazard Layer for US, where modernized (https://msc.fema.gov/portal/search)

Date Accessed: Tue Oct 10 2023

FIRM Panel: If available, download FIRM panel here

Insurance Study Note: Download FEMA Flood Insurance Study for this area here





529 South Peninsula Road

Joseph D. Hiller Engineering, LLC
Structural Engineering
P.O. Box 290855, Port Orange, FL 32129
Phone # (386) 248-1700
E-mail: hillerengineering@gmail.com

Thursday, October 5, 2023

Subject Property: 529 S. Peninsula Ave.
New Smyrna Beach, Fl 32169

Re: Structural Engineering Assessment –Mendoza Residence

To whom it may concern:

On September 26, 2023, a structural inspection was conducted at the request of Pegasus Engineering and the City of New Smyrna Beach. The subject property was constructed in 1971 and is a one story concrete block structure on a monolithic concrete slab foundation with a gabled asphalt shingle roof. The house consists of a 1118 square foot main living area with a 140sq ft addition and a 312sq ft finished garage.

The purpose of the inspection was to determine if the structure and foundation are suitable for lifting, using Standard ASCE 24-14 and the Engineering Principles and Practices for Retrofitting Flood-Prone Residential Structures.

Observations during the inspection are a blowout in the side door header where rebar is visible and stair step cracking can be seen on either side. The rear "Florida room" has exterior walls made of wood. Hairline cracks were observed in some of the block and around one window sill. The back porch slab is separate from the main structure. There is some wood rot in the soffits, most likely from water penetration.

The soil at the subject property is fill material, poorly-graded S(S) according to ASCE Soil Classification and (SP) in the Unified Soil Classification System (ASTM D2487-17). No lab testing was utilized. Visual classification of soils (ASTM D 2488) was used to determine classification based on the analysis of color, odor, moisture, and maximum particle size of the entire sample. The estimated percentage of fines was determined to be less than 5%.

All comments made are based on conditions seen at the time of this visual observation. We do not accept any responsibility for unknown or unknowable conditions within the existing site or structures.

During the inspection, no structural deficiencies were observed and the foundation of the home appears to be in good condition. It is my professional opinion that this house can be lifted. .



Joseph Hiller, P.E.
FL License #74583
P.O. Box 290855
Port Orange, FL 32129
Email:
hillerengineering@gmail.com

Sincerely,

Joseph D. Hiller, P.E.
Florida PE Lic# 74583

JOSEPH D. HILLER LICENSE No 74583 STATE OF FLORIDA PROFESSIONAL ENGINEER

529 South Peninsula Ave.

Photos



Blowout in header with stair step cracks



Stair step cracks on either side of the door



Rear addition with large, older windows, block and wood mixed construction.





Rotten wood in soffit



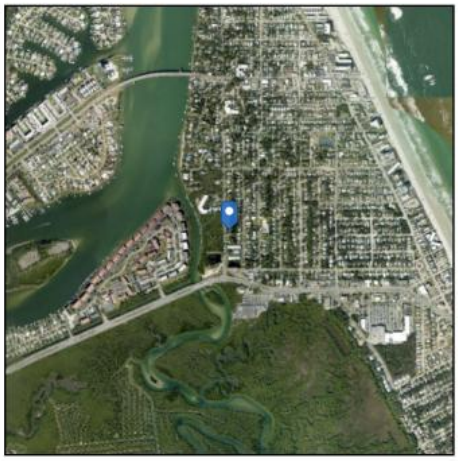
Cracks observed around window sill

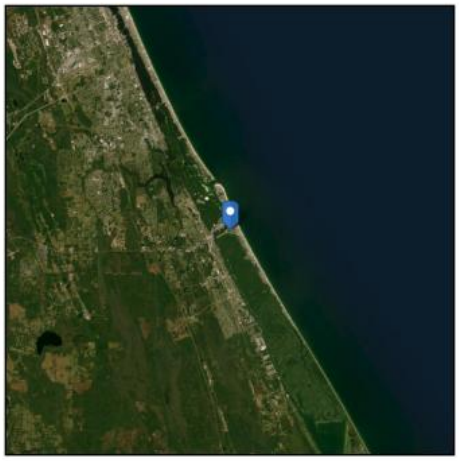
ASCE 7 Hazards Report

Address:
529 S Peninsula Ave
New Smyrna Beach, Florida
32169

Standard: ASCE/SEI 7-22
Risk Category: II
Soil Class: Default

Latitude: 29.03154
Longitude: -80.902441
Elevation: 3.97880923821428 ft (NAVD 88)





Rain

Results:

15-minute Precipitation Intensity: 8.12 in./h

60-minute Precipitation Intensity: 4.14 in./h

Data Source: NOAA National Weather Service, Precipitation Frequency Data Server, Atlas 14 (https://www.nws.noaa.gov/oh/hdsc/)

Flood

Results:

Flood Zone Categorization: AE

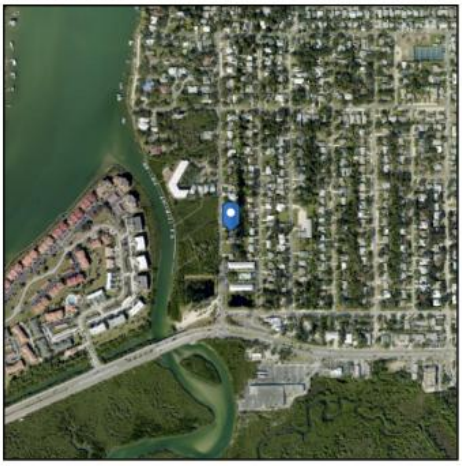
Base Flood Elevation: NAVD88

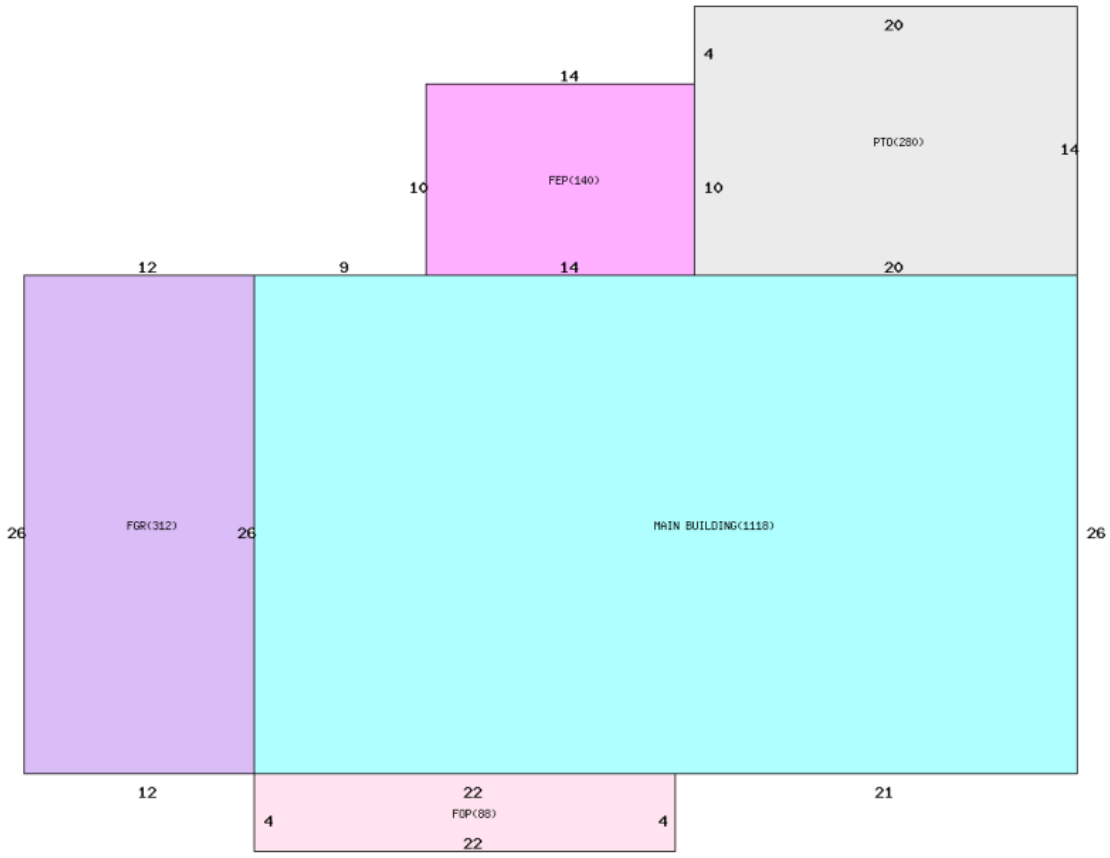
Data Source: FEMA National Flood Hazard Layer - Effective Flood Hazard Layer for US, where modernized (https://msc.fema.gov/portal/search)

Date Accessed: Tue Oct 10 2023

FIRM Panel: If available, download FIRM panel here

Insurance Study Note: Download FEMA Flood Insurance Study for this area here




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PTO(280)
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FEP(140)
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12
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26
FGR(312)
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MAIN BUILDING(1118)
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12
22
21
4
FOP(88)
4
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640 South Pine Street

Joseph D. Hiller Engineering, LLC
Structural Engineering
P.O. Box 290855, Port Orange, FL 32129
Phone # (386) 248-1700
E-mail: hillerengineering@gmail.com

Thursday, August 31, 2023

Subject Property: 640 South Pine St
New Smyrna Beach, Fl 32169

Re: Structural Engineering Assessment – Webb/Heustess Residence

To whom it may concern:

On August 24, 2023, a structural inspection was conducted at the request of Pegasus Engineering and the City of New Smyrna Beach. The subject property was constructed in 1961 and is a concrete block and stucco structure on a concrete slab-on-grade foundation. The house has a metal gable roof. The house consists of a 1002 square foot main living area with a 325sq ft finished carport with a finished open porch in the rear.

The purpose of the inspection was to determine if the structure and foundation are suitable for lifting, using Standard ASCE 24-14 and the Engineering Principles and Practices for Retrofitting Flood-Prone Residential Structures.

Observations during the inspection include some minor cracks in the terrazzo floor and some stair step cracking in the front bedroom wall. There is also a small crack in the rear patio slab. The owners have attached a small wooden shed structure to the side of the house that will need to be removed, and the shed-style roof over the front carport area of the home may need to be cut back in line with the rest of the house before lifting can occur.

The soil at the subject property is fill material, poorly-graded S(S) according to ASCE Soil Classification and (SP) in the Unified Soil Classification System (ASTM D2487-17). No lab testing was utilized. Visual classification of soils (ASTM D 2488) was used to determine classification based on the analysis of color, odor, moisture, and maximum particle size of the entire sample. The estimated percentage of fines was determined to be less than 5%.

All comments made are based on conditions seen at the time of this visual observation. We do not accept any responsibility for unknown or unknowable conditions within the existing site or structures.

During the inspection, no structural deficiencies were observed and the foundation of the home appears to be in excellent condition. After inspecting the subject property, it is my professional opinion that this house can be lifted.



Joseph Hiller, P.E.
FL License #74583
P.O. Box 290855
Port Orange, FL 32129
Email:
hillerengineering@gmail.com

Please let me know if you have any questions or concerns regarding this report.

Sincerely,

Joseph D. Hiller, P.E.
Florida PE Lic# 74583

JOSEPH D. HILLER LICENSE No 74583 STATE OF FLORIDA PROFESSIONAL ENGINEER

Photos



Foundation for outside-access-only attached storage room not suitable for lifting. This area of the home is situated directly adjacent to the property line.



Crack in terrazzo floor.



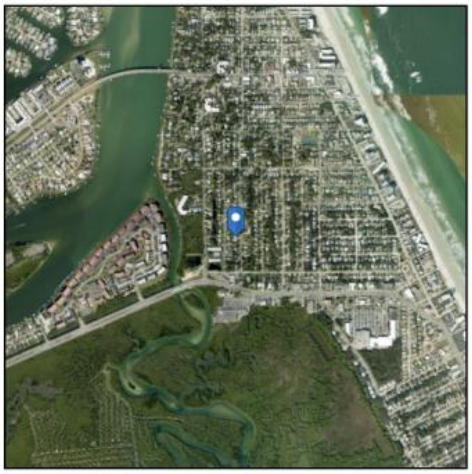
Shed-style roof carport extending over front drive.

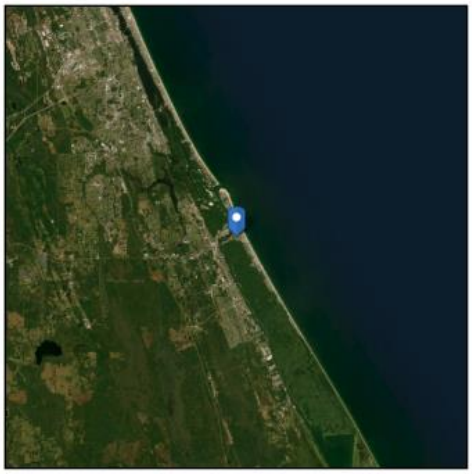
ASCE 7 Hazards Report

Address:
640 S Pine St
New Smyrna Beach, Florida
32169

Standard: ASCE/SEI 7-22
Risk Category: II
Soil Class: Default

Latitude: 29.031306
Longitude: -80.901099
Elevation: 4.01954651313992 ft (NAVD 88)





Rain

Results:

15-minute Precipitation Intensity: 8.12 in./h

60-minute Precipitation Intensity: 4.14 in./h

Data Source: NOAA National Weather Service, Precipitation Frequency Data Server, Atlas 14 (https://www.nws.noaa.gov/oh/hdsc/)

Flood

Results:

Flood Zone Categorization: AE

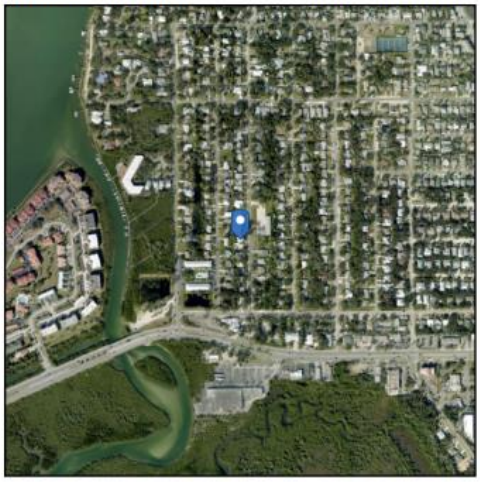
Base Flood Elevation: NAVD88

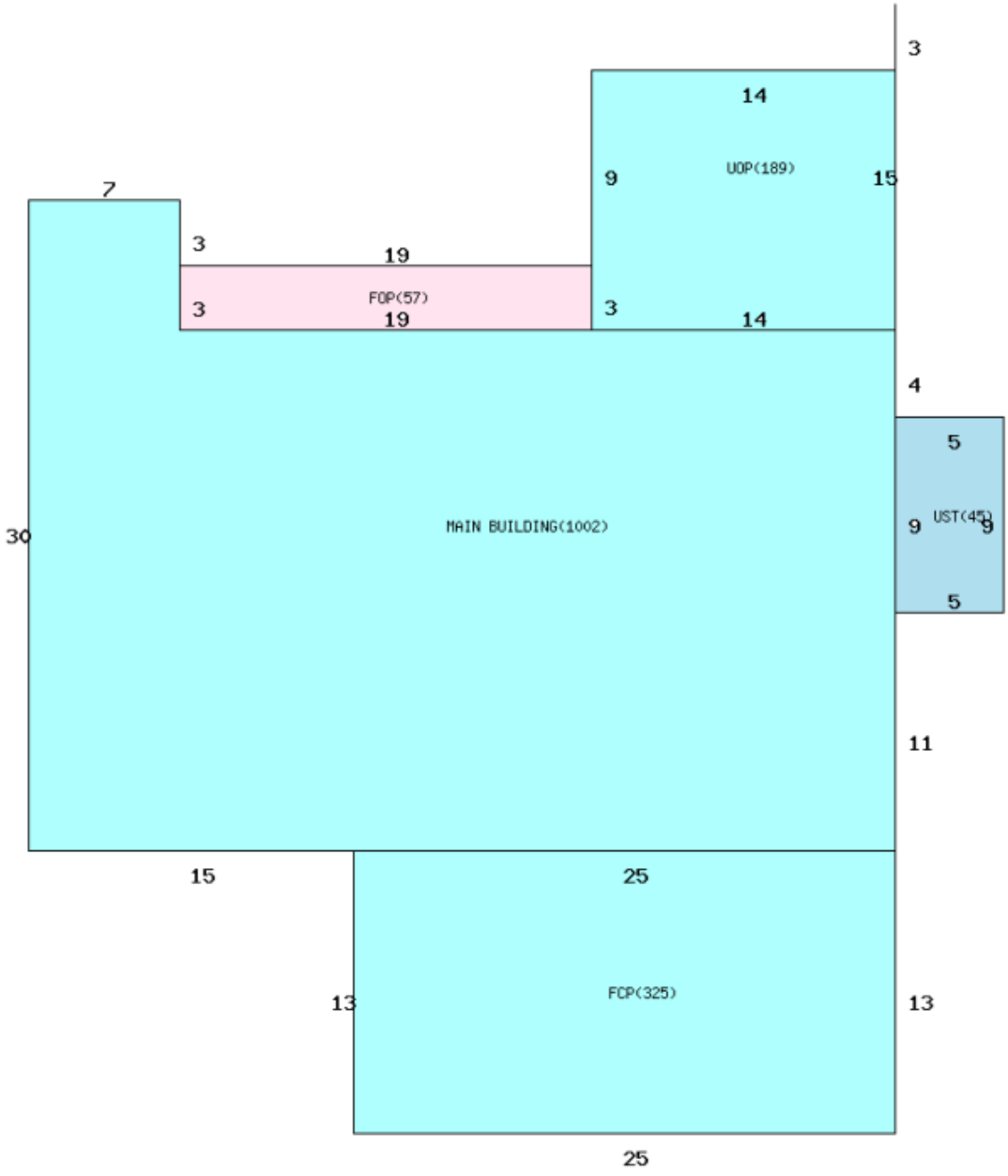
Data Source: FEMA National Flood Hazard Layer - Effective Flood Hazard Layer for US, where modernized (https://msc.fema.gov/portal/search)

Date Accessed: Tue Oct 10 2023

FIRM Panel: If available, download FIRM panel here

Insurance Study Note: Download FEMA Flood Insurance Study for this area here




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UOP(189)
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FOP(57)
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MAIN BUILDING(1002)
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UST(45)
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FCP(325)
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FEMA'S ARCHAEOLOGICAL MONITORING REQUIREMENT

The Contractor shall provide a full-time on-site Secretary of the Interior (SOI) Qualified **Archaeologist** to monitor all construction activities, preferably one with osteological experience and the ability to identify human skeletal material. The archaeological monitor will have full stop authority if anything of archaeological or historic concern is encountered. The archaeological monitor will be on site during all construction activities for the course of the entire project and a final report will be submitted to the Florida SHPO and FEMA upon completion of the proposed work. Verification and a copy of the report shall be provided at grant close-out. FEMA will review the report and conduct any additional consultations as needed.

If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The City shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

The City of New Smyrna Beach's contractor shall provide immediate notice of such discoveries to the City. The City shall notify the Florida Division of Historic Resources, the Division's State Environmental Liaison Officer and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05.

ARCHEOLOGY AND HISTORIC PRESERVATION:
Secretary of the Interior's Standards and Guidelines

Professional qualification standards (minimum education and experience):
The following requirements are those used by the National Park Service and have been previously published in the Code of Federal Regulations, 36 CFR Part 61. The qualifications define minimum education and experience required to perform identification, evaluation, registration, and treatment activities. In some cases, additional areas or levels of expertise may be needed, depending on the complexity of the task and the nature of the historic properties involved. In the following definitions, a year of full-time professional experience need not consist of a continuous year of full-time work but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent of a year of full-time experience.

History
The minimum professional qualifications in history are a graduate degree in history or closely related field; or a bachelor's degree in history or closely related field plus one of the following:

1. At least two years of full-time experience in research, writing, teaching, interpretation, or other demonstrable professional activity with an academic institution, historic organization or agency, museum, or other professional institution; or

2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.

Archeology
The minimum professional qualifications in archeology are a graduate degree in archeology, anthropology, or closely related field plus:

1. At least one year of full-time professional experience or equivalent specialized training in archeological research, administration or management;
2. At least four months of supervised field and analytic experience in general North American archeology, and
3. Demonstrated ability to carry research to completion.

In addition to these minimum qualifications, a professional in prehistoric archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the prehistoric period. A professional in historic archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the historic period.

Architectural History
The minimum professional qualifications in architectural history are a graduate degree in architectural history, art history, historic preservation, or closely related field, with coursework in American architectural history, or a bachelor's degree in architectural history, art history, historic preservation or closely related field plus one of the following:

1. At least two years of full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or
2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.

Architecture
The minimum professional qualifications in architecture are a professional degree in architecture plus at least two years of full-time experience in architecture; or a State license to practice architecture.

Historic Architecture
The minimum professional qualifications in historic architecture are a professional degree in architecture or a State license to practice architecture, plus one of the following:

1. At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field; or
2. At least one year of full-time professional experience on historic preservation projects.

Such graduate study or experience shall include detailed investigations of historic structures, preparation of historic structures research reports, and preparation of plans and specifications for preservation projects. Access: http://www.nps.gov/history/local-law/arch_stnds_9.htm.

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Federal Financial Assistance
Subtitle A —Office of Management and Budget Guidance for Federal Financial Assistance
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Subpart D —Post Federal Award Requirements

Authority: 31 U.S.C. 503; 31 U.S.C. 6101-6106; 31 U.S.C. 6307; 31 U.S.C. 7501-7507.
Source: 89 FR 30136, Apr. 22, 2024, unless otherwise noted.

Procurement Standards

§ 200.317 Procurements by States and Indian Tribes.
§ 200.318 General procurement standards.
§ 200.319 Competition.
§ 200.320 Procurement methods.
§ 200.321 Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.
§ 200.322 Domestic preferences for procurements.
§ 200.323 Procurement of recovered materials.
§ 200.324 Contract cost and price.
§ 200.325 Federal agency or pass-through entity review.
§ 200.326 Bonding requirements.
§ 200.327 Contract provisions.

PROCUREMENT STANDARDS

§ 200.317 Procurements by States and Indian Tribes.

When conducting procurement transactions under a Federal award, a State or Indian Tribe must follow the same policies and procedures it uses for procurements with non-Federal funds. If such policies and procedures do not exist, States and Indian Tribes must follow the procurement standards in §§ 200.318 through 200.327. In addition to its own policies and procedures, a State or Indian Tribe must also comply with the following procurement standards: §§ 200.321, 200.322, 200.323, and 200.327. All other recipients and subrecipients, including subrecipients of a State or Indian Tribe, must follow the procurement standards in §§ 200.318 through 200.327.

§ 200.318 General procurement standards.

(a) ***Documented procurement procedures.*** The recipient or subrecipient must maintain and use documented procedures for procurement transactions under a Federal award or subaward, including for acquisition of property or services. These documented procurement procedures must be consistent with State, local, and tribal laws and regulations and the standards identified in §§ 200.317 through 200.327.

(b) ***Oversight of contractors.*** Recipients and subrecipients must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. See also § 200.501(h).

(c) ***Conflicts of interest.***

(1) The recipient or subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member of the recipient or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. However, the recipient or subrecipient may set standards for situations where the financial interest is not substantial or a gift is an unsolicited item of nominal value. The recipient's or subrecipient's standards of conduct must also provide for disciplinary actions to be applied for violations by its employees, officers, agents, or board members.

(2) If the recipient or subrecipient has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian Tribe, the recipient or subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the recipient or subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) ***Avoidance of unnecessary or duplicative items.*** The recipient's or subrecipient's procedures must avoid the acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. When appropriate, an analysis should be made between leasing and purchasing property or equipment to determine the most economical approach.

(e) ***Procurement arrangements using strategic sourcing.*** When appropriate for the procurement or use of common or shared goods and services, recipients and subrecipients are encouraged to enter into State and local intergovernmental agreements or inter-entity agreements for procurement transactions. These or similar procurement arrangements using strategic sourcing may foster greater economy and efficiency. Documented procurement actions of this type (using strategic sourcing, shared services, and other similar procurement arrangements) will meet the competition requirements of this part.

(f) ***Use of excess and surplus Federal property.*** The recipient or subrecipient is encouraged to use excess and surplus Federal property instead of purchasing new equipment and property when it is feasible and reduces project costs.

(g) ***Use of value engineering clauses.*** When practical, the recipient or subrecipient is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering means analyzing each contract item or task to ensure its essential function is provided at the overall lowest cost.

(h) ***Responsible contractors.*** The recipient or subrecipient must award contracts only to responsible contractors that possess the ability to perform successfully under the terms and conditions of a proposed contract. The recipient or subrecipient must consider contractor integrity, public policy

compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction. See also § 200.214.

(i) ***Procurement records.*** The recipient or subrecipient must maintain records sufficient to detail the history of each procurement transaction. These records must include the rationale for the procurement method, contract type selection, contractor selection or rejection, and the basis for the contract price.

(j) ***Time-and-materials type contracts.***

(1) The recipient or subrecipient may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a recipient or subrecipient is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Because this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the recipient or subrecipient awarding such a contract must assert a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) ***Settlement of contractual and administrative issues.*** The recipient or subrecipient is responsible for the settlement of all contractual and administrative issues arising out of its procurement transactions. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the recipient or subrecipient of any contractual responsibilities under its contracts. The Federal agency will not substitute its judgment for that of the recipient or subrecipient unless the matter is primarily a Federal concern. The recipient or subrecipient must report violations of law to the Federal, State, or local authority with proper jurisdiction.

(l) ***Examples of labor and employment practices.***

(1) The procurement standards in this subpart do not prohibit recipients or subrecipients from:

(i) Using Project Labor Agreements (PLAs) or similar forms of pre-hire collective bargaining agreements;

(ii) Requiring construction contractors to use hiring preferences or goals for people residing in high-poverty areas, disadvantaged communities as defined by the Justice40 Initiative (see OMB Memorandum M-21-28), or high-unemployment census tracts within a region no smaller than the county where a federally funded construction project is located. The hiring preferences or goals should be consistent with the policies and procedures of the recipient or subrecipient, and must not prohibit interstate hiring;

(iii) Requiring a contractor to use hiring preferences or goals for individuals with barriers to employment (as defined in section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102(24)), including women and people from underserved communities as defined by Executive Order 14091;

(iv) Using agreements intended to ensure uninterrupted delivery of services; using agreements intended to ensure community benefits; or

(v) Offering employees of a predecessor contractor rights of first refusal under a new contract.

(2) Recipients and subrecipients may use the practices listed in paragraph (1) if consistent with the U.S. Constitution, applicable Federal statutes and regulations, the objectives and purposes of the applicable Federal financial assistance program, and other requirements of this part.

§ 200.319 Competition.

(a) All procurement transactions under the Federal award must be conducted in a manner that provides full and open competition and is consistent with the standards of this section and § 200.320.

(b) To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be excluded from competing on those procurements.

(c) Examples of situations that may restrict competition include, but are not limited to:

(1) Placing unreasonable requirements on firms for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(d) The recipient or subrecipient must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Are made in accordance with § 200.319(b);

(2) Incorporate a clear and accurate description of the technical requirements for the property, equipment, or service being procured. The description may include a statement of the qualitative nature of the property, equipment, or service to be procured. When necessary, the description must provide minimum essential characteristics and standards to which the property, equipment, or service must conform. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to clearly and accurately describe the technical requirements, a “brand name or equivalent” description of features may be used to provide procurement requirements. The specific features of the named brand must be clearly stated; and

(3) Identify any additional requirements which the offerors must fulfill and all other factors that will be used in evaluating bids or proposals.

(e) The recipient or subrecipient must ensure that all prequalified lists of persons, firms, or products used in procurement transactions are current and include enough qualified sources to ensure maximum open competition. When establishing or amending prequalified lists, the recipient or subrecipient must consider objective factors that evaluate price and cost to maximize competition. The recipient or subrecipient must not preclude potential bidders from qualifying during the solicitation period.

(f) To the extent consistent with established practices and legal requirements applicable to the recipient or subrecipient, this subpart does not prohibit recipients or subrecipients from developing written procedures for procurement transactions that incorporate a scoring mechanism that rewards bidders that commit to specific numbers and types of U.S. jobs, minimum compensation, benefits, on-the-job-training for employees making work products or providing services on a contract, and other worker protections. This subpart also does not prohibit recipients and subrecipients from making inquiries of bidders about these subjects and assessing the responses. Any scoring mechanism must be consistent with the U.S. Constitution, applicable Federal statutes and regulations, and the terms and conditions of the Federal award.

(g) Noncompetitive procurements can only be awarded in accordance with § 200.320(c).

§ 200.320 Procurement methods.

There are three types of procurement methods described in this section: informal procurement methods (for micro-purchases and simplified acquisitions); formal procurement methods (through sealed bids or proposals); and noncompetitive procurement methods. For any of these methods, the recipient or subrecipient must maintain and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319.

(a) ***Informal procurement methods for small purchases.*** These procurement methods expedite the completion of transactions, minimize administrative burdens, and reduce costs. Informal procurement methods may be used when the value of the procurement transaction under the Federal award does not exceed the simplified acquisition threshold as defined in § 200.1. Recipients and subrecipients may also establish a lower threshold. Informal procurement methods include:

(1) ***Micro-purchases*** —

(i) ***Distribution.*** The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold defined in § 200.1. To the extent practicable, the recipient or subrecipient should distribute micro-purchases equitably among qualified suppliers.

(ii) ***Micro-purchase awards.*** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the recipient or subrecipient considers the price reasonable based on research, experience, purchase history, or other information; and maintains documents to support its conclusion. Purchase cards may be used as a method of payment for micro-purchases.

(iii) ***Micro-purchase thresholds.*** The recipient or subrecipient is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the recipient or subrecipient must be authorized or not prohibited under State, local, or tribal laws or regulations. The recipient or subrecipient may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) ***Recipient or subrecipient increase to the micro-purchase threshold up to $50,000.*** The recipient or subrecipient may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The recipient or subrecipient may self-certify a threshold up to $50,000 on an annual basis and must maintain documentation to be made available to the Federal agency or pass-through entity and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold is consistent with State law.

(v) ***Recipient or subrecipient increase to the micro-purchase threshold over $50,000.*** Micro-purchase thresholds higher than $50,000 must be approved by the cognizant agency for indirect costs. The recipient or subrecipient must submit a request that includes the requirements in paragraph (a)(1)(iv) of this section. The increased threshold is valid until any factor that was relied on in the establishment and rationale of the threshold changes.

(2) ***Simplified acquisitions*** —

(i) ***Simplified acquisition procedures.*** The aggregate dollar amount of the procurement transaction is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If simplified acquisition procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate.

(ii) ***Simplified acquisition thresholds.*** The recipient or subrecipient is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk, and its documented procurement procedures, which may be lower than, but must not exceed, the threshold established in the FAR.

(b) ***Formal procurement methods.*** Formal procurement methods are required when the value of the procurement transaction under a Federal award exceeds the simplified acquisition threshold of the recipient or subrecipient. Formal procurement methods are competitive and require public notice. The following formal methods of procurement are used for procurement transactions above the simplified acquisition threshold determined by the recipient or subrecipient in accordance with paragraph (a)(2)(ii) of this section:

(1) ***Sealed bids.*** This is a procurement method in which bids are publicly solicited through an invitation and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid conforms with all the material terms and conditions of the invitation and is the lowest in price. The sealed bids procurement method is preferred for procuring construction services.

(i) For sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders have been identified as willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally based on price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them with sufficient response time prior to the date set for opening the bids. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate. For local governments, the invitation for bids must be publicly advertised.

(B) The invitation for bids must define the items or services with specific information, including any required specifications, for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids. For local governments, the bids must be opened publicly.

(D) A firm-fixed-price contract is awarded in writing to the lowest responsive bid and responsible bidder. When specified in the invitation for bids, factors such as discounts, transportation cost, and life-cycle costs must be considered in determining which bid is the lowest. Payment discounts must only be used to determine the low bid when the recipient or subrecipient determines they are a valid factor based on prior experience.

(E) The recipient or subrecipient must document and provide a justification for all bids it rejects.

(2) ***Proposals.*** This is a procurement method used when conditions are not appropriate for using sealed bids. This procurement method may result in either a fixed-price or cost-reimbursement contract. They are awarded in accordance with the following requirements:

(i) Requests for proposals require public notice, and all evaluation factors and their relative importance must be identified. Proposals must be solicited from multiple qualified entities. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered.

(ii) The recipient or subrecipient must have written procedures for conducting technical evaluations and making selections.

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the recipient or subrecipient considering price and other factors; and

(iv) The recipient or subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby the offeror's qualifications are evaluated, and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where the price is not used as a selection factor, can only be used to procure architectural/engineering (A/E) professional services. The method may not be used to purchase other services provided by A/E firms that are a potential source to perform the proposed effort.

(c) ***Noncompetitive procurement.*** There are specific circumstances in which the recipient or subrecipient may use a noncompetitive procurement method. The noncompetitive procurement method may only be used if one of the following circumstances applies:

(1) The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);

(2) The procurement transaction can only be fulfilled by a single source;

(3) The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;

(4) The recipient or subrecipient requests in writing to use a noncompetitive procurement method, and the Federal agency or pass-through entity provides written approval; or

(5) After soliciting several sources, competition is determined inadequate.

§ 200.321 Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.

(a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

(b) Such consideration means:

(1) These business types are included on solicitation lists;

(2) These business types are solicited whenever they are deemed eligible as potential sources;

(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;

(4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;

(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring a contractor under a Federal award to apply this section to subcontracts.

§ 200.322 Domestic preferences for procurements.

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

§ 200.323 Procurement of recovered materials.

(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

§ 200.324 Contract cost and price.

(a) The recipient or subrecipient must perform a cost or price analysis for every procurement transaction, including contract modifications, in excess of the simplified acquisition threshold. The method and degree of analysis conducted depend on the facts surrounding the particular procurement transaction. For example, the recipient or subrecipient should consider potential workforce impacts in their analysis if the procurement transaction will displace public sector employees. However, as a starting point, the recipient or subrecipient must make independent estimates before receiving bids or proposals.

(b) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that the costs incurred or cost estimates included in negotiated prices would be allowable for the recipient or subrecipient under subpart E of this part. The recipient or subrecipient may reference its own cost principles as long as they comply with subpart E of this part.

(c) The recipient or subrecipient must not use the "cost plus a percentage of cost" and "percentage of construction costs" methods of contracting.

§ 200.325 Federal agency or pass-through entity review.

(a) The Federal agency or pass-through entity may review the technical specifications of proposed procurements under the Federal award if the Federal agency or pass-through entity believes the review is needed to ensure that the item or service specified is the one being proposed for acquisition. The recipient or subrecipient must submit the technical specifications of proposed procurements when requested by the Federal agency or pass-through entity. This review should take place prior to the time the specifications are incorporated into a solicitation document. When the recipient or subrecipient desires to

accomplish the review after a solicitation has been developed, the Federal agency or pass-through entity may still review the specifications. In those cases, the review should be limited to the technical aspects of the proposed purchase.

(b) When requested, the recipient or subrecipient must provide procurement documents (such as requests for proposals, invitations for bids, or independent cost estimates) to the Federal agency or pass-through entity for pre-procurement review. The Federal agency or pass-through entity may conduct a pre-procurement review when:

(1) The recipient's or subrecipient's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition, or only one bid is expected to be received in response to a solicitation;

(3) The procurement is expected to exceed the simplified acquisition threshold and specifies a “brand name” product;

(4) The procurement is expected to exceed the simplified acquisition threshold, and a sealed bid procurement is to be awarded to an entity other than the apparent low bidder; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(c) The recipient or subrecipient is exempt from the pre-procurement review in paragraph (b) of this section if the Federal agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The recipient or subrecipient may request that the Federal agency or pass-through entity review its procurement system to determine whether it meets these standards for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding and third-party contracts are awarded regularly.

(2) The recipient or subrecipient may self-certify its procurement system. However, self-certification does not limit the Federal agency's or pass-through entity's right to review the system. Under a self-certification procedure, the Federal agency or pass-through entity may rely on written assurances from the recipient or subrecipient that it is complying with the standards of this part. The recipient or subrecipient must cite specific policies, procedures, regulations, or standards as complying with these requirements and have its system available for review.

§ 200.326 Bonding requirements.

The Federal agency or pass-through entity may accept the recipient's or subrecipient's bonding policy and requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold. Before doing so, the Federal agency or pass-through entity must determine that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute any required contractual documents within the specified timeframe.

(b) A performance bond on the contractor's part for 100 percent of the contract price. A performance bond is a bond executed in connection with a contract to secure the fulfillment of all the contractor's requirements under a contract.

(c) A payment bond on the contractor's part for 100 percent of the contract price. A payment bond is a bond executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for under a contract.

§ 200.327 Contract provisions.

The recipient's or subrecipient's contracts must contain the applicable provisions described in Appendix II of this part.

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Federal Financial Assistance
Subtitle A —Office of Management and Budget Guidance for Federal Financial Assistance
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Authority: 31 U.S.C. 503; 31 U.S.C. 6101-6106; 31 U.S.C. 6307; 31 U.S.C. 7501-7507.
Source: 89 FR 30136, Apr. 22, 2024, unless otherwise noted.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be

prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

ADDENDUM 1
ITB 05-26-ENG, Elevation of Six (6) Flood-Prone Homes
December 10, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to ITB 05-26-ENG, Elevation of Six (6) Flood-Prone Homes, issued November 26, 2025.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

- **Prebid Meeting:** Recording of the meeting is available on OpenGov
- **Prebid Site Visit, Section 5.1 of the solicitation document:** It is strongly recommended that the bidders perform a pre-bid site visit to become familiar with the six project sites including their geographic location and accessibility.

  Site visits will be available by appointment only. Please contact Janet Vivian prior to 2 PM on Friday, December 12th to schedule. A request may be emailed to jvivian@cityofnsb.com.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): _____ Proposer Signature: _____

_____

Firm Name (Please Print)

ADDENDUM 2
ITB 05-26-ENG, Elevation of Six (6) Flood-Prone Homes
December 23, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to ITB 05-26-ENG, Elevation of Six (6) Flood-Prone Homes, issued November 26, 2025.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Question/Answers

1. **Question:** The area under the home should be sodded, concrete, gravel, or dirt?
   Answer: Gravel/stones with a weed barrier will need to cover the exposed ground under the elevated structure.

2. **Question:** The garage now becomes living space, correct? Do we need to make the height of the garage floor the same height as the rest of the house? Closing in the Garage door area with a window; Does it need to be an egress window with fire ladder?
   Answer: The garage will become living space. A garage that is attached to the main structure will need to be elevated along with the main structure, 10 feet from the ground. If there is an existing elevation difference between the main structure and the garage (i.e., say 6 inches), that elevation differential can be maintained once the house is elevated. There is no need to make the garage the same elevation as the main structure because of the elevation work. Same pre-existing elevation conditions need to be maintained. The garage doors will be removed and replaced with a wall and a window. Per local code, the requirement will be to meet the 140 mph wind impact threshold. Refer to FBC R 609.2, 301.2.1.2. No other new windows or doors are required to be replaced. The new window will not need to be an egress window with a fire ladder.

3. **Question:** Is this considered a Level 3 alteration where it needs to bring each home fully up to code? If not, do we need to change any windows for fire egress?
   Answer: The local building code will only require code upgrades impacted by and within the scope of the

elevation. For example, replumbing the portions that are damaged or removed as a result of the elevation or moving an electrical service in conflict with the lifted structure.

No code upgrades are expected. If upgrades are necessary due to deteriorated pre-existing conditions, the contractor will not be responsible for the cost of upgrades. Instead, the homeowner will bear the cost of necessary upgrades. The existing windows will note need to be replaced or upgraded for fire egress, unless they are impacted by the elevation work and need to be replaced.

4. **Question:** If there is a porch structure that is NOT being raised, it will now become a landing from a door that provides ingress/egress to the home. Does that stairwell and landing need to be in an enclosure?

   Answer: The stairwell and landing will not require to be in an enclosure. However, the contractor shall exercise due diligence in the careful removal of any existing enclosures impacted by the elevation work for potential reuse. The property owner will be responsible for all aspects of its resetting.

5. **Question:** If we need to clear, for example, 6' all around the foundation which includes tearing up a pool walkway. Upon completion, are we supposed to restore to a best match (the tile may no longer be available), or replace the whole pool deck, in this example, to match as close as possible to what was there?

   Answer: The contractor will be responsible for restoring the impacted sections of the pool walkway to a best match possible. The entire pool deck is not expected to be replaced.

6. **Question:** For home(s) with pool or sprinkler pumps, it is okay to remove pumps, modify plumbing, or other to complete the work and then repair the system to working order including closing in any missing walls (that were up against the house) with similar materials to what the rest of the enclosure is made of, correct?

   Answer: Please note that it is anticipated that each home will have a temporary power pole in order to supply limited electricity to operate a dehumidifier. For the home with a swimming pool (508 S. Indian River Road), the pool pump is expected to run during the project. The temporary pole will also provide minimum electricity to the pool pump. In cases where pool or sprinkler pumps are in the way of the work and will unavoidable be impacted by the construction work, we ask that the pump be removed as carefully as possible to minimize impacts. The contractor will be responsible for resetting the pump back as part of the restoration work, including modifying the plumbing, or other work to repair the impacted system with the same materials as the original set up.

7. **Question:** There are screened areas that will be affected by the work. Is it acceptable to take part of the screened area and replace it (for example at the peak of the screened enclosure on the pool) or do we need to replace it all? What if the existing Aluminum is the smaller size that no longer meets code?

   Answer: The contractor shall exercise due diligence in the careful removal of any existing enclosures impacted by the elevation work for potential reuse. The property owner will be responsible for all aspects of its resetting.

8. **Question:** Is there any contractor liability about the life of vegetation, for example a tree that has roots grown into the foundation, if we cut the roots at the foundation and 3 months or a year later the tree dies? What is the limit of Liability of the contractor?

   Answer: A period of one (1) year from written final acceptance is the expected warranty timeframe, which includes landscaping (plants survival), pavers (levelness potentially subjected to shrink and swell), and pool decks to the extent impacted by the elevation work.

9. **Question:** Is there a payment schedule (monthly Pay Apps, or other schedule, or all upon completion, or after completion it goes to FEMA and however long FEMA takes to approve and pay, or does the City of NSB have funding and pay out and they get reimbursement on a separate schedule)?
   Answer: The contractor may submit monthly pay requests to the City for payment processing. Payment to the elevation contractor is not restricted by FEMA reimbursements to the City with the exception of the final payment to the contractor, which will be made upon FEMA's successful final inspection of the elevation work. Please remember that all work must be substantially completed by **October 31, 2026**.

10. **Question:** Site Visit. Has a Date been established yet?
    Answer: Addendum #1 established a deadline of December 12, 2025 to inform the City if a contractor was interested in performing site visits. That deadline has passed. No site visits will be performed between the date Addendum #2 is published and the bid due date.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): _____ Proposer Signature: _____

_____

Firm Name (Please Print)

City of New Smyrna Beach
Purchasing
Janet Vivian, Purchasing Agent
210 Sams Avenue, New Smyrna Beach, FL 32168

EVALUATION TABULATION

ITB No. 05-26-ENG

Elevation of Six (6) Flood-Prone Homes

RESPONSE DEADLINE: January 8, 2026 at 2:00 pm
Report Generated: Thursday, January 8, 2026

SELECTED VENDOR TOTALS

Vendor	Total
Byrdson Services, LLC	$4,021,870.00

455 DESOTO DRIVE, NEW SMYRNA BEACH, FLORIDA 32169

455 DeSoto Drive, New Smyrna Beach, Florida 32169					Byrdson Services, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1A	Boundary Survey, Structural Assessment, Geotechnical Assessment, Engineering, and Drawings	1	LUMP SUM	$27,500.00	$27,500.00
X	1B	Permits and Bonds	1	LUMP SUM	$10,000.00	$10,000.00
X	1C	Mobilization, Temporary Pole, and Site Preparation for Elevation	1	LUMP SUM	$18,000.00	$18,000.00
X	1D	Dumpster / Trash Removal and Job Site Port-a-Potty	1	LUMP SUM	$8,000.00	$8,000.00
X	1E	Erosion and Sediment Control	1	LUMP SUM	$5,000.00	$5,000.00
X	1F	Demolition, Removal, and Disposal of Miscellaneous Concrete adjacent to home	1	LUMP SUM	$10,000.00	$10,000.00
X	1G	Foundation Construction	1	LUMP SUM	$120,000.00	$120,000.00

455 DeSoto Drive, New Smyrna Beach, Florida 32169					Byrdson Services, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1H	Elevate the Structure (tunnel, beams, cribbing, and jacks) and provide cementitious material or skim coat to the exposed concrete slab perimeter	1	LUMP SUM	$93,400.00	$93,400.00
X	1I	Front Entry Deck, Landing, Stairs, and Lift Platform	1	LUMP SUM	$30,000.00	$30,000.00
X	1J	Rear Entry Deck, Landing, and Stairs	1	LUMP SUM	$15,000.00	$15,000.00
X	1K	Convert Existing Garage to Non-Air-Conditioned Space by removing garage doors and replacing with an exterior wall and a hurricane rated window	1	LUMP SUM	$15,000.00	$15,000.00
X	1L	Elevate Utilities (Air Handler, Electric Outlets, etc.)	1	LUMP SUM	$20,160.00	$20,160.00
X	1M	Utility Disconnects and Reconnects (Water, Sewer, Electric, Gas, and HVAC)	1	LUMP SUM	$10,000.00	$10,000.00
X	1N	Site Restoration / Final Grading, Sod, Irrigation, and Landscaping	1	LUMP SUM	$10,000.00	$10,000.00
X	1O	Archaeological Services	1	LUMP SUM	$3,500.00	$3,500.00
X	1P	Project Administration – General Coordination with City and Homeowner during construction	1	LUMP SUM	$25,000.00	$25,000.00
X	1Q	Elevation Certificates (before and after elevation work)	1	LUMP SUM	$3,000.00	$3,000.00
Total						$423,560.00

645 GOODWIN AVENUE, NEW SMYRNA BEACH, FLORIDA 32169

645 Goodwin Avenue, New Smyrna Beach, Florida 32169					Byrdson Services, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	2A	Boundary Survey, Structural Assessment, Geotechnical Assessment, Engineering, and Drawings	1	LUMP SUM	$10,000.00	$10,000.00
X	2B	Permits and Bonds	1	LUMP SUM	$7,000.00	$7,000.00
X	2C	Mobilization, Temporary Pole, and Site Preparation for Elevation	1	LUMP SUM	$15,000.00	$15,000.00
X	2D	Dumpster / Trash Removal and Job Site Port-a-Potty	1	LUMP SUM	$5,000.00	$5,000.00
X	2E	Erosion and Sediment Control	1	LUMP SUM	$3,000.00	$3,000.00
X	2F	Demolition, Removal, and Disposal of Miscellaneous Concrete adjacent to home	1	LUMP SUM	$5,000.00	$5,000.00
X	2G	Foundation Construction	1	LUMP SUM	$100,000.00	$100,000.00
X	2H	Elevate the Structure (tunnel, beams, cribbing, and jacks) and provide cementitious material or skim coat to the exposed concrete slab perimeter	1	LUMP SUM	$85,000.00	$85,000.00
X	2I	Front Entry Deck, Landing, Stairs, and Lift Platform	1	LUMP SUM	$20,000.00	$20,000.00
X	2J	Rear Entry Deck, Landing, and Stairs	1	LUMP SUM	$10,000.00	$10,000.00
X	2K	Convert Existing Garage to Non-Air-Conditioned Space by removing garage doors and replacing with an exterior wall and a hurricane rated window	1	LUMP SUM	$10,000.00	$10,000.00
X	2L	Elevate Utilities (Air Handler, Electric Outlets, etc.)	1	LUMP SUM	$8,300.00	$8,300.00

645 Goodwin Avenue, New Smyrna Beach, Florida 32169					Byrdson Services, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	2M	Utility Disconnects and Reconnects (Water, Sewer, Electric, Gas, and HVAC)	1	LUMP SUM	$10,000.00	$10,000.00
X	2N	Site Restoration / Final Grading, Sod, Irrigation, and Landscaping	1	LUMP SUM	$5,000.00	$5,000.00
X	2O	Archaeological Services	1	LUMP SUM	$3,500.00	$3,500.00
X	2P	Project Administration – General Coordination with City and Homeowner during construction	1	LUMP SUM	$25,000.00	$25,000.00
X	2Q	Elevation Certificates (before and after elevation work)	1	LUMP SUM	$2,000.00	$2,000.00
Total						$323,800.00

647 GOODWIN AVENUE, NEW SMYRNA BEACH, FLORIDA 32169

Item 3I: NO LIFT PLATFORM WILL BE NEEDED FOR THIS HOME.

647 Goodwin Avenue, New Smyrna Beach, Florida 32169					Byrdson Services, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	3A	Boundary Survey, Structural Assessment, Geotechnical Assessment, Engineering, and Drawings	1	LUMP SUM	$10,000.00	$10,000.00
X	3B	Permits and Bonds	1	LUMP SUM	$7,000.00	$7,000.00
X	3C	Mobilization, Temporary Pole, and Site Preparation for Elevation	1	LUMP SUM	$12,000.00	$12,000.00
X	3D	Dumpster / Trash Removal and Job Site Port-a-Potty	1	LUMP SUM	$5,000.00	$5,000.00

647 Goodwin Avenue, New Smyrna Beach, Florida 32169					Byrdson Services, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	3E	Erosion and Sediment Control	1	LUMP SUM	$3,000.00	$3,000.00
X	3F	Demolition, Removal, and Disposal of Miscellaneous Concrete adjacent to home	1	LUMP SUM	$5,000.00	$5,000.00
X	3G	Foundation Construction	1	LUMP SUM	$95,000.00	$95,000.00
X	3H	Elevate the Structure (tunnel, beams, cribbing, and jacks) and provide cementitious material or skim coat to the exposed concrete slab perimeter	1	LUMP SUM	$75,000.00	$75,000.00
X	3I	Front Entry Deck, Landing and Stairs (NO Lift Platform will be needed for this home)	1	LUMP SUM	$20,000.00	$20,000.00
X	3J	Rear Entry Deck, Landing, and Stairs	1	LUMP SUM	$10,000.00	$10,000.00
X	3K	Convert Existing Garage to Non-Air-Conditioned Space by removing garage doors and replacing with an exterior wall and a hurricane rated window	1	LUMP SUM	$5,000.00	$5,000.00
X	3L	Elevate Utilities (Air Handler, Electric Outlets, etc.)	1	LUMP SUM	$7,300.00	$7,300.00
X	3M	Utility Disconnects and Reconnects (Water, Sewer, Electric, Gas, and HVAC)	1	LUMP SUM	$10,000.00	$10,000.00
X	3N	Site Restoration / Final Grading, Sod, Irrigation, and Landscaping	1	LUMP SUM	$5,000.00	$5,000.00
X	3O	Archaeological Services	1	LUMP SUM	$3,500.00	$3,500.00
X	3P	Project Administration – General Coordination with City and Homeowner during construction	1	LUMP SUM	$25,000.00	$25,000.00

647 Goodwin Avenue, New Smyrna Beach, Florida 32169					Byrdson Services, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	3Q	Elevation Certificates (before and after elevation work)	1	LUMP SUM	$2,000.00	$2,000.00
Total						$299,800.00

508 SOUTH INDIAN RIVER ROAD, NEW SMYRNA BEACH, FLORIDA 32169

508 South Indian River Road, New Smyrna Beach, Florida 32169					Byrdson Services, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	4A	Boundary Survey, Structural Assessment, Geotechnical Assessment, Engineering, and Drawings	1	LUMP SUM	$12,000.00	$12,000.00
X	4B	Permits and Bonds	1	LUMP SUM	$7,000.00	$7,000.00
X	4C	Mobilization, Temporary Pole, and Site Preparation for Elevation	1	LUMP SUM	$15,000.00	$15,000.00
X	4D	Dumpster / Trash Removal and Job Site Port-a-Potty	1	LUMP SUM	$5,000.00	$5,000.00
X	4E	Erosion and Sediment Control	1	LUMP SUM	$3,000.00	$3,000.00
X	4F	Demolition, Removal, and Disposal of Miscellaneous Concrete adjacent to home	1	LUMP SUM	$10,000.00	$10,000.00
X	4G	Foundation Construction	1	LUMP SUM	$110,000.00	$110,000.00
X	4H	Elevate the Structure (tunnel, beams, cribbing, and jacks) and provide cementitious material or skim coat to the exposed concrete slab perimeter	1	LUMP SUM	$95,000.00	$95,000.00
X	4I	Front Entry Deck, Landing, Stairs, and Lift Platform	1	LUMP SUM	$24,000.00	$24,000.00

508 South Indian River Road, New Smyrna Beach, Florida 32169					Byrdson Services, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	4J	Rear Entry Deck, Landing, and Stairs	1	LUMP SUM	$12,000.00	$12,000.00
X	4K	Convert Existing Garage to Non-Air-Conditioned Space by removing garage doors and replacing with an exterior wall and a hurricane rated window	1	LUMP SUM	$0.00	$0.00
X	4L	Elevate Utilities (Air Handler, Electric Outlets, etc.)	1	LUMP SUM	$11,875.00	$11,875.00
X	4M	Utility Disconnects and Reconnects (Water, Sewer, Electric, Gas, and HVAC)	1	LUMP SUM	$10,000.00	$10,000.00
X	4N	Site Restoration / Final Grading, Sod, Irrigation, and Landscaping	1	LUMP SUM	$12,000.00	$12,000.00
X	4O	Archaeological Services	1	LUMP SUM	$3,500.00	$3,500.00
X	4P	Project Administration – General Coordination with City and Homeowner during construction	1	LUMP SUM	$25,000.00	$25,000.00
X	4Q	Elevation Certificates (before and after elevation work)	1	LUMP SUM	$3,000.00	$3,000.00
Total						$358,375.00

529 SOUTH PENINSULA AVENUE, NEW SMYRNA BEACH, FLORIDA 32169

529 South Peninsula Avenue, New Smyrna Beach, Florida 32169					Byrdson Services, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	5A	Boundary Survey, Structural Assessment, Geotechnical Assessment, Engineering, and Drawings	1	LUMP SUM	$12,450.00	$12,450.00

529 South Peninsula Avenue, New Smyrna Beach, Florida 32169					Byrdson Services, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	5B	Permits and Bonds	1	LUMP SUM	$7,000.00	$7,000.00
X	5C	Mobilization, Temporary Pole, and Site Preparation for Elevation	1	LUMP SUM	$15,000.00	$15,000.00
X	5D	Dumpster / Trash Removal and Job Site Port-a-Potty	1	LUMP SUM	$5,000.00	$5,000.00
X	5E	Erosion and Sediment Control	1	LUMP SUM	$3,000.00	$3,000.00
X	5F	Demolition, Removal, and Disposal of Miscellaneous Concrete adjacent to home	1	LUMP SUM	$8,000.00	$8,000.00
X	5G	Foundation Construction	1	LUMP SUM	$103,000.00	$103,000.00
X	5H	Elevate the Structure (tunnel, beams, cribbing, and jacks) and provide cementitious material or skim coat to the exposed concrete slab perimeter	1	LUMP SUM	$81,000.00	$81,000.00
X	5I	Front Entry Deck, Landing, Stairs, and Lift Platform	1	LUMP SUM	$20,000.00	$20,000.00
X	5J	Rear Entry Deck, Landing, and Stairs	1	LUMP SUM	$10,000.00	$10,000.00
X	5K	Convert Existing Garage to Non-Air-Conditioned Space by removing garage doors and replacing with an exterior wall and a hurricane rated window	1	LUMP SUM	$5,000.00	$5,000.00
X	5L	Elevate Utilities (Air Handler, Electric Outlets, etc.)	1	LUMP SUM	$12,000.00	$12,000.00
X	5M	Utility Disconnects and Reconnects (Water, Sewer, Electric, Gas, and HVAC)	1	LUMP SUM	$10,000.00	$10,000.00
X	5N	Site Restoration / Final Grading, Sod, Irrigation, and Landscaping	1	LUMP SUM	$5,000.00	$5,000.00

529 South Peninsula Avenue, New Smyrna Beach, Florida 32169					Byrdson Services, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	5O	Archaeological Services	1	LUMP SUM	$3,500.00	$3,500.00
X	5P	Project Administration – General Coordination with City and Homeowner during construction	1	LUMP SUM	$25,000.00	$25,000.00
X	5Q	Elevation Certificates (before and after elevation work)	1	LUMP SUM	$3,000.00	$3,000.00
Total						$327,950.00

640 SOUTH PINE STREET, NEW SMYRNA BEACH, FLORIDA 32169

640 South Pine Street, New Smyrna Beach, Florida 32169					Byrdson Services, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	6A	Boundary Survey, Structural Assessment, Geotechnical Assessment, Engineering, and Drawings	1	LUMP SUM	$10,000.00	$10,000.00
X	6B	Permits and Bonds	1	LUMP SUM	$7,000.00	$7,000.00
X	6C	Mobilization, Temporary Pole, and Site Preparation for Elevation	1	LUMP SUM	$12,000.00	$12,000.00
X	6D	Dumpster / Trash Removal and Job Site Port-a-Potty	1	LUMP SUM	$5,000.00	$5,000.00
X	6E	Erosion and Sediment Control	1	LUMP SUM	$3,000.00	$3,000.00
X	6F	Demolition, Removal, and Disposal of Miscellaneous Concrete adjacent to home	1	LUMP SUM	$5,000.00	$5,000.00
X	6G	Foundation Construction	1	LUMP SUM	$85,000.00	$85,000.00

640 South Pine Street, New Smyrna Beach, Florida 32169					Byrdson Services, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	6H	Elevate the Structure (tunnel, beams, cribbing, and jacks) and provide cementitious material or skim coat to the exposed concrete slab perimeter	1	LUMP SUM	$65,450.00	$65,450.00
X	6I	Front Entry Deck, Landing, Stairs, and Lift Platform	1	LUMP SUM	$20,000.00	$20,000.00
X	6J	Rear Entry Deck, Landing, and Stairs	1	LUMP SUM	$10,000.00	$10,000.00
X	6K	Convert Existing Garage to Non-Air-Conditioned Space by removing garage doors and replacing with an exterior wall and a hurricane rated window	1	LUMP SUM	$5,000.00	$5,000.00
X	6L	Elevate Utilities (Air Handler, Electric Outlets, etc.)	1	LUMP SUM	$2,000.00	$2,000.00
X	6M	Utility Disconnects and Reconnects (Water, Sewer, Electric, Gas, and HVAC)	1	LUMP SUM	$10,000.00	$10,000.00
X	6N	Site Restoration / Final Grading, Sod, Irrigation, and Landscaping	1	LUMP SUM	$5,000.00	$5,000.00
X	6O	Archaeological Services	1	LUMP SUM	$3,500.00	$3,500.00
X	6P	Project Administration – General Coordination with City and Homeowner during construction	1	LUMP SUM	$27,500.00	$27,500.00
X	6Q	Elevation Certificates (before and after elevation work)	1	LUMP SUM	$2,000.00	$2,000.00
Total						$277,450.00

BID ALTERNATE: CONCRETE SLAB REINFORCEMENT

The City of New Smyrna Beach hereby requests a bid alternate to address the need for concrete slab reinforcement; in case it is determined that any or all of the homes require additional structural support to safely perform the elevation work. If the bidder can absorb the cost of the concrete slab reinforcement as part of the base bid amounts, please fill in the cells below with zeros.

Bid Alternate: Concrete Slab Reinforcement					Byrdson Services, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1R	455 Desoto Drive	1	LUMP SUM	$423,560.00	$423,560.00
X	2R	645 Goodwin Avenue	1	LUMP SUM	$323,800.00	$323,800.00
X	3R	647 Goodwin Avenue	1	LUMP SUM	$299,800.00	$299,800.00
X	4R	508 South Indian River Road	1	LUMP SUM	$358,375.00	$358,375.00
X	5R	529 South Peninsula Avenue	1	LUMP SUM	$327,950.00	$327,950.00
X	6R	640 South Pine Street	1	LUMP SUM	$277,450.00	$277,450.00
Total						$2,010,935.00

City of New Smyrna Beach

Bid/Proposal Response

Title of Project Name: **Elevation of Six (6) Flood-Prone Homes**

Project ID: **05-26-ENG**

Company Name: Byrdson Services, LLC

Print Authorized Officer Name & Title: James H. Griffin, President

Signature Authorized Officer: _____

Submitted Bid Amount: $ 2,010,935.00

Bid Amount Spelled Out: Two million, ten thousand, nine hundred thirty-five dollars

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
Copy of Bid Bond, no less than 10% of the submitted bid	
City of NSB Form: Authorized Signature/Negotiators	
City of NSB Form: Vendor Information Form	
City of NSB Form: Vendor Summary Form	
City of NSB Form: Completed W9	✓
City of NSB Form: Statement of Insurance	✓
City of NSB Form: Public Entity Crime Information Statement	✓
City of NSB Form: Disputes Disclosure	✓
City of NSB Form: Drug Free Workplace Certification	
City of NSB Form: Sworn Statement	✓
City of NSB Form: Non-Collusion Affidavit	✓
City of NSB Form: E-Verify	
City of NSB Form: Human Trafficking Affidavit	
City of NSB Form: Conflict of Interest	✓
City of NSB Form: Organizational Information	
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	✓
City of NSB Form: Smoke Free Acknowledgement	✓
City of NSB Form: References	
City of NSB Form: List of Subcontractors	N/A
City of NSB Form: Signed Addendums (if applicable)	✓
Copy of Sunbiz Registration with Active Status	✓
Copy of Sam's Gov Registration listing Unique Identifier Number	✓

BID BOND

KNOW ALL BY THESE PRESENTS, That we, Byrdson Services, LLC

of 1245 West Cardinal Drive, Beaumont, TX 77705

(hereinafter called the Principal), as Principal, and

Euler Hermes North America Insurance Company (hereinafter called the Surety),

as Surety, are held and firmly bound unto City of New Smyrna Beach

(hereinafter called the Obligee) in the penal sum of Ten Percent of Amount Bid

Dollars ($ 10%)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for

Elevation of Six (6) Flood-Prone Homes, ITB 05-26-ENG

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 8th day of January , 2026 .

Erin Broussard

Erin Broussard, Program Manager Witness

Byrdson Services, LLC

By: President

Title

Euler Hermes North America Insurance Company

By:

Scott D. Chapman , Attorney-In-Fact

Allianz

Allianz Trade

EULER HERMES NORTH AMERICA INSURANCE COMPANY
100 International Drive, 22nd Floor • Baltimore, Maryland 21202

The number of persons authorized by this Power of Attorney is not more than: 6

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That EULER HERMES NORTH AMERICA INSURANCE COMPANY (EULER HERMES), a corporation organized and existing under the laws of the state of Maryland, does hereby nominate, constitute, and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for and in its name, place, and stead to execute on behalf of EULER HERMES, as surety, any and all bonds, undertakings, and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of EULER HERMES on any such bond, undertaking, or contract of suretyship executed under this authority shall not exceed the limit stated below.

NAME		ADDRESS	LIMIT OF POWER
Scott D. Chapman	Keenan Lehmann	480 Wildwood Forest Drive	Unlimited
Cheryl R. Colson	Courtney J. Goulding	Suite 760	
Rosalyn D. Hassell	Cynthia Giesen	Spring, TX 77380	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, EULER HERMES has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunder affixed this 1st day of December, 20 23.

Euler Hermes North America Insurance Company CORPORATE SEAL 2003 MARYLAND

James Daly, President and CEO-The Americas

Nicholas P. Verna II, Senior Vice President and Regional Head of Surety and Guarantee, Americas

State of Maryland, County of Baltimore

On this 1st day of December, 20 23, before me personally appeared Nicholas P. Verna II, to me known, being duly sworn, deposes and says that he resides in Southeastern, PA; that he is Senior Vice President and Regional Head of Surety and Guarantee, Americas of Euler Hermes North America Insurance Company, the Company described herein and which executed the above instrument; that he know the seal of EULER HERMES; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of EULER HERMES; and that he signed his name thereto by like authority.

MORGAN A. YANKOSKY NOTARY PUBLIC

Notary Public

Notarial Seal

This Commission Expires February 2, 2026

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of EULER HERMES NORTH AMERICA INSURANCE COMPANY (Company) by unanimous consent on October 1, 2015.

RESOLVED: That the President, Executive Vice President, Senior Vice President, Vice President, Secretary, and Assistant Vice Secretary, be and hereby are authorized from time to time to appoint one or more Attorneys-in-Fact to execute on behalf of the company, as surety, and any and all bonds, undertakings and contracts of suretyship, or other written obligation in the nature thereof; to proscribe their respective duties and all respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and signature of the aforesaid officers and may be affixed by facsimile to any Power of Attorney given for the execution of any bond, undertaking, contract of suretyship, or other written obligations in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as thought manually affixed.

CERTIFICATION

I, Nicholas P. Verna II, Senior Vice President and Regional Head of Surety & Guarantee, Americas of EULER HERMES NORTH AMERICA INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of October 1, 2015, have not been revoked and are now in full force and effect.

Signed and sealed this 9th day of January, 20 26.

Euler Hermes North America Insurance Company CORPORATE SEAL 2003 MARYLAND

Nicholas P. Verna II, Senior Vice President and Regional Head of Surety and Guarantee, Americas

Euler Hermes North America Insurance Company and its affiliated debt collection company are part of the Allianz group and market their products and services using the 'Allianz Trade' trademark.

City of New Smyrna Beach

Elevation of Six (6) Flood-Prone Homes

Project ID: ITB 05-26-ENG

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 #
James H. Griffin	President	409.203.4075

James H. Griffin

Print Name

President

Signature/Title)

Byrdson Services, LLC

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 Limited Liability Company

State of Incorporation: Texas

Federal I.D. or Social Security number is: 56-2671960

VENDOR INFORMATION

BID #:	ITB 05-26-ENG
BID TITLE:	Elevation of Six (6) Flood-Prone Homes

Respondent Information	
Company Name: Byrdson Services, LLC	Federal Employer Identification Number or SS Number: 56-2671960 DUN Number: 806732512
Mailing Address 1245 West Cardinal Drive	Type of Entity (Circle One) (Corporation) Partnership Proprietorship Joint Venture
City, State, Zip Code Beaumont, Texas, 77705	Incorporated in the State of: Texas
Corporate Address: 1245 West Cardinal Drive	What kind of business: ("For Profit") or "Not for Profit"
	Is Firm in good standing: (Yes) or No
City, State, Zip Code Beaumont, Texas, 77705	Authorized to transact business in Florida (Yes) or No
Telephone No. 409.203.4075	State of Florida Department of State Certificate of Authority Document No: M19000007675
Email Address: procurements@byrdsonservices.com	
If remittance address is different from the mailing address so indicate below.	

List Principals (Print):

President: James H. Griffin
Vice President: Joellen Hall
Secretary: N/A
Treasurer: N/A
Other: N/A
Other: N/A

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

James H. Griffin
Printed Name

Title: President

Date: December 19, 2025

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

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: **NEW VENDOR:** / **REVISED VENDOR:**_____

DATE: 12/19/2025

VENDOR NAME: Byrdson Services, LLC

VENDOR DBA: N/A

PRODUCT/SERVICE PROVIDED: Construction Services: Recon, Newcon, Home Elevation

DEPARTMENT: Operations

PREPARED BY: RFP Team

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
1245 West Cardinal Drive	1245 West Cardinal Drive	1245 West Cardinal Drive
ADDRESS	ADDRESS	ADDRESS
Beaumont, TX	Beaumont, TX	Beaumont, TX
CITY/STATE	CITY/STATE	CITY/STATE
77705	77705	77705
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: James H. Griffin

E-MAIL: procurements@byrdsonservices.com

OFFICE PHONE: 877.390.5438

FAX: 409.299.3403

MOBILE PHONE: 409.203.4075

FEDERAL TAX ID#: 56-2671960

DUNS Number: 806732512

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)
Byrdson Services, 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) ► C
☐ Other (see instructions) ►

☐ Exempt payee

Address (number, street, and apt. or suite no.)
1245 West Cardinal Drive

Requester's name and address (optional)

City, state, and ZIP code
Beaumont, Texas, 77705

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
5 6 2 6 7 1 9 6 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

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** ► 12/19/2025

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,

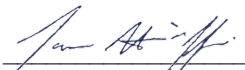
STATEMENT OF INSURANCE COMPLIANCE

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.

Byrdson Services, LLC

PROPOSER/BIDDER



AUTHORIZED SIGNATURE

President

OFFICER TITLE

December 19, 2025

DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

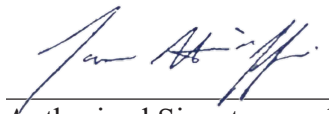
PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

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

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.



President

Authorized Signature and Title

Date: December 19, 2025

James H. Griffin, 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 # Project ID: 05-26-ENG described as:

City of New Smyrna Beach, Elevation of Six (6) Flood-Prone Homes.

Byrdson Services, LLC	December 19, 2025
Firm	Date
[signature]	James H. Griffin, President
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;

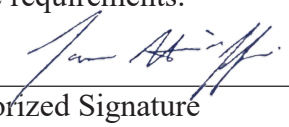
5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, 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: December 19, 2025

Authorized Signature

James H. Griffin, 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 James H. Griffin, President
(Print Individual's Name and Title)
for Byrdson Services, LLC
(Print Name of Entity Submitting Sworn Statement)
whose business is 1245 West Cardinal Drive, Beaumont, TX, 77705

and (if applicable) its Federal Employer Identification Number (FEIN) is 56-2671960

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 19 day of December 2025.

Personally known RW

OR produced identification _____

_____
(Type of Identification)

_____
(Notary)

Notary Public State of Texas

My commission expires: 3.26.28

RYAN WEBB
Notary ID #132418301
My Commission Expires
March 26, 2028

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Florida

County of Volousia

James H. Griffin, being first duly sworn, deposes and says that:

He/she is James H. Griffin of Byrdson Services, 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 19th day of December, 2025.

Notary
Title

RYAN WEBB
Notary ID #132418301
My Commission Expires
March 26, 2028

My Commission Expires: 3.26.28

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: Byrdson Services, LLC

Consultant E-Verify Registration Number: F863QC7K2WL4

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: James H. Griffin

Sworn to and subscribed before me, by (✓) physical presence or ( ) remote audio-visual means, this 19th Day of December, 2025. She/He is personally known to me or has produced _____ As identification.

_____
Notary Public

RYAN WEBB
Notary ID #133418301
My Commission Expires
March 26, 2028

My commission expires: 3.26.28

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of New Smyrna Beach ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: Byrdson Services, LLC

Authorized Signature: _____ Date: December 19, 2025

Printed Name: James H. Griffin

Title: President

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 19TH day of December, 20 25, by Byrdson Services LLC, as Jim Griffin on behalf of the company/corporation. They ☑ are personally known to me or ☐ have produced _____ as identification.

RYAN WEBB
Notary ID #132418301
My Commission Expires
March 26, 2028

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

My Commission Expires: 3.26.28

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of New Smyrna Beach

Before me, the undersigned authority, personally appeared James H. Griffin

who was duly sworn, deposes, and states:

1. I am the James H. Griffin of Byrdson Services, LLC with a local office in 18326 Murdock Cir #101 Port Charlote, FL 33952 (City & State) and principal office in 1245 West Cardinal Drive Beaumont, TX, 77705 (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **ITB 05-26-ENG, Elevation of Six (6) Flood-Prone Homes.**
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.

James H. Griffin
Typed Name

Signed

President
Title

December 19, 2025
Dated

Sworn to and subscribed before me this 6 day of January 2026.

Personally known ✓ OR produced identification ____. Identification type:

Notary Public: State of Texas County of Jefferson

Ryan Webb
Printed, typed, or stamped commissioned name of notary public

My commission expires: 3.26.28

RYAN WEBB
Notary ID #132418301
My Commission Expires
March 26, 2028

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	Limited Liability Company	
Principal Place of Business (Enter Address)	1245 West Cardinal Drive Beaumont, TX, 77705	
Federal I.D. Number	56-2671960	

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: Byrdson Services, LLC

Mailing Address: 1245 West Cardinal Drive, Beaumont, TX, 77705

Telephone Number: 409.203.4075 Fax Number: 409.299.3403 E-mail Address: procurements@byrdsonservices.

Authorized Signature	James H. Griffin	56-2671960
	Printed Name	FEIN

President — Title

December 19, 2025 — Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: Byrdson Services, LLC

FEIN: 56-2671960

Authorized Representative Name and Title: James H. Griffin, President

Address: 1245 West Cardinal Drive

City: Beaumont State: Texas Zip: 77705

Phone Number: 409.203.4075 Email Address: procurements@byrdsonservices.com

Certified By: James H. Griffin *Print Name* President *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.

President

Authorized Signature and Title

Date: December 19, 2025

James H. Griffin, President

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) contracts performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name: Hurricane Recovery Programs				
Type of Project/Service: CDBG-DR–funded residential rehabilitation and reconstruction, including green building compliance and flood elevation upgrades.				
Address: 107 East Madison Street, Caldwell Building, Tallahassee, FL 32399-4120				
Contracting Agency/Client: Florida Department of Commerce				
Contact Name and Phone #: Ginger Gould | 850.717.8449				
Contact Email Address and Fax #: ginger.gould@commerce.fl.gov				
Contract Amount: Approximately $20M	Start Date: 2020		End Date: Ongoing	
Project #2:				
Project Name: North Carolina Department of Public Safety Division of Emergency Management				
Type of Project/Service: Residential reconstruction, elevation, and demolition with full ADA and SHPO compliance, recognized for strong warranty service and homeowner engagement.				
Address: 1636 Gold Star Drive, Raleigh, NC 27607				
Contracting Agency/Client: North Carolina Department of Public Safety Division of Emergency Management				
Contact Name and Phone #: Steven Jackson | 919.873.5879				
Contact Email Address and Fax #: steven.jackson@ncdps.gov				
Contract Amount: Approximately $4M	Start Date:	2023	End Date:	Dec 2025
Project #3:				
Project Name: Hurricane Harvey Recovery Program				
Type of Project/Service: Texas General Land Office (GLO)				
Address: 1700 N. Congress Avenue, Austin, TX 78701-1495				
Contracting Agency/Client: Texas General Land Office (GLO)				
Contact Name and Phone #: Esteban Cruz | 512.475.5118				
Contact Email Address and Fax #: esteban.cruz@glo.texas.gov				
Contract Amount: Approximately $80M	Start Date:	2018	End Date:	On-going

ADDENDUM 1
ITB 05-26-ENG, Elevation of Six (6) Flood-Prone Homes
December 10, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to ITB 05-26-ENG, Elevation of Six (6) Flood-Prone Homes, issued November 26, 2025.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

- **Prebid Meeting:** Recording of the meeting is available on OpenGov
- **Prebid Site Visit, Section 5.1 of the solicitation document:** It is strongly recommended that the bidders perform a pre-bid site visit to become familiar with the six project sites including their geographic location and accessibility.

  Site visits will be available by appointment only. Please contact Janet Vivian prior to 2 PM on Friday, December 12th to schedule. A request may be emailed to jvivian@cityofnsb.com.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): James H. Griffin Proposer Signature: 

Byrdson Services, LLC

Firm Name (Please Print)

ADDENDUM 2
ITB 05-26-ENG, Elevation of Six (6) Flood-Prone Homes
December 23, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to ITB 05-26-ENG, Elevation of Six (6) Flood-Prone Homes, issued November 26, 2025.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Question/Answers

1. **Question:** The area under the home should be sodded, concrete, gravel, or dirt?
   Answer: Gravel/stones with a weed barrier will need to cover the exposed ground under the elevated structure.

2. **Question:** The garage now becomes living space, correct? Do we need to make the height of the garage floor the same height as the rest of the house? Closing in the Garage door area with a window; Does it need to be an egress window with fire ladder?
   Answer: The garage will become living space. A garage that is attached to the main structure will need to be elevated along with the main structure, 10 feet from the ground. If there is an existing elevation difference between the main structure and the garage (i.e., say 6 inches), that elevation differential can be maintained once the house is elevated. There is no need to make the garage the same elevation as the main structure because of the elevation work. Same pre-existing elevation conditions need to be maintained. The garage doors will be removed and replaced with a wall and a window. Per local code, the requirement will be to meet the 140 mph wind impact threshold. Refer to FBC R 609.2, 301.2.1.2. No other new windows or doors are required to be replaced. The new window will not need to be an egress window with a fire ladder.

3. **Question:** Is this considered a Level 3 alteration where it needs to bring each home fully up to code? If not, do we need to change any windows for fire egress?
   Answer: The local building code will only require code upgrades impacted by and within the scope of the

elevation. For example, replumbing the portions that are damaged or removed as a result of the elevation or moving an electrical service in conflict with the lifted structure.

No code upgrades are expected. If upgrades are necessary due to deteriorated pre-existing conditions, the contractor will not be responsible for the cost of upgrades. Instead, the homeowner will bear the cost of necessary upgrades. The existing windows will note need to be replaced or upgraded for fire egress, unless they are impacted by the elevation work and need to be replaced.

4. **Question:** If there is a porch structure that is NOT being raised, it will now become a landing from a door that provides ingress/egress to the home. Does that stairwell and landing need to be in an enclosure?

   Answer: The stairwell and landing will not require to be in an enclosure. However, the contractor shall exercise due diligence in the careful removal of any existing enclosures impacted by the elevation work for potential reuse. The property owner will be responsible for all aspects of its resetting.

5. **Question:** If we need to clear, for example, 6' all around the foundation which includes tearing up a pool walkway. Upon completion, are we supposed to restore to a best match (the tile may no longer be available), or replace the whole pool deck, in this example, to match as close as possible to what was there?

   Answer: The contractor will be responsible for restoring the impacted sections of the pool walkway to a best match possible. The entire pool deck is not expected to be replaced.

6. **Question:** For home(s) with pool or sprinkler pumps, it is okay to remove pumps, modify plumbing, or other to complete the work and then repair the system to working order including closing in any missing walls (that were up against the house) with similar materials to what the rest of the enclosure is made of, correct?

   Answer: Please note that it is anticipated that each home will have a temporary power pole in order to supply limited electricity to operate a dehumidifier. For the home with a swimming pool (508 S. Indian River Road), the pool pump is expected to run during the project. The temporary pole will also provide minimum electricity to the pool pump. In cases where pool or sprinkler pumps are in the way of the work and will unavoidable be impacted by the construction work, we ask that the pump be removed as carefully as possible to minimize impacts. The contractor will be responsible for resetting the pump back as part of the restoration work, including modifying the plumbing, or other work to repair the impacted system with the same materials as the original set up.

7. **Question:** There are screened areas that will be affected by the work. Is it acceptable to take part of the screened area and replace it (for example at the peak of the screened enclosure on the pool) or do we need to replace it all? What if the existing Aluminum is the smaller size that no longer meets code?

   Answer: The contractor shall exercise due diligence in the careful removal of any existing enclosures impacted by the elevation work for potential reuse. The property owner will be responsible for all aspects of its resetting.

8. **Question:** Is there any contractor liability about the life of vegetation, for example a tree that has roots grown into the foundation, if we cut the roots at the foundation and 3 months or a year later the tree dies? What is the limit of Liability of the contractor?

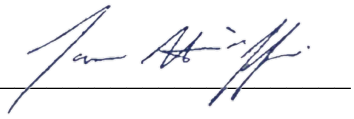
   Answer: A period of one (1) year from written final acceptance is the expected warranty timeframe, which includes landscaping (plants survival), pavers (levelness potentially subjected to shrink and swell), and pool decks to the extent impacted by the elevation work.

9. **Question:** Is there a payment schedule (monthly Pay Apps, or other schedule, or all upon completion, or after completion it goes to FEMA and however long FEMA takes to approve and pay, or does the City of NSB have funding and pay out and they get reimbursement on a separate schedule)?
   Answer: The contractor may submit monthly pay requests to the City for payment processing. Payment to the elevation contractor is not restricted by FEMA reimbursements to the City with the exception of the final payment to the contractor, which will be made upon FEMA's successful final inspection of the elevation work. Please remember that all work must be substantially completed by **October 31, 2026**.

10. **Question:** Site Visit. Has a Date been established yet?
    Answer: Addendum #1 established a deadline of December 12, 2025 to inform the City if a contractor was interested in performing site visits. That deadline has passed. No site visits will be performed between the date Addendum #2 is published and the bid due date.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): James H. Griffin Proposer Signature: 

Byrdson Services, LLC

Firm Name (Please Print)

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Foreign Limited Liability Company
BYRDSON SERVICES, LLC

Filing Information

Document Number	M19000007675
FEI/EIN Number	56-2671960
Date Filed	08/06/2019
State	TX
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	01/13/2025
Event Effective Date	NONE

Principal Address

1245 West Cardinal Drive
Beaumont, TX 77705-6410

Changed: 03/27/2023

Mailing Address

1245 West Cardinal Drive
Beaumont, TX 77705-6410

Changed: 03/27/2023

Registered Agent Name & Address

REGISTERED AGENTS INC.
7901 4TH ST N.
STE:300
ST. PETERSBURG, FL 33702

Name Changed: 02/13/2025

Address Changed: 02/13/2025

Authorized Person(s) Detail

Name & Address

Title President

Griffin, James Harold
1245 West Cardinal Drive
Beaumont, TX 77705

Annual Reports

Report Year	Filed Date
2024	11/14/2024
2025	02/13/2025
2026	01/06/2026

Document Images

01/06/2026 -- ANNUAL REPORT	View image in PDF format
02/13/2025 -- ANNUAL REPORT	View image in PDF format
01/13/2025 -- CORLCRACHG	View image in PDF format
11/14/2024 -- REINSTATEMENT	View image in PDF format
03/27/2023 -- ANNUAL REPORT	View image in PDF format
01/31/2022 -- ANNUAL REPORT	View image in PDF format
04/01/2021 -- ANNUAL REPORT	View image in PDF format
03/17/2020 -- ANNUAL REPORT	View image in PDF format
08/06/2019 -- Foreign Limited	View image in PDF format

BYRDSON SERVICES, LLC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
F863QC7K2WL4	**4VWU9**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Nov 26, 2026**	
Physical Address	Mailing Address	
1245 W Cardinal DR **Beaumont, Texas 77705-6410** **United States**	**1245 West Cardinal Drive** **Beaumont, Texas 77705-6410** **United States**	

Business Information

Doing Business as	Division Name	Division Number
BYRDSON SERVICES LLC	**Excello Homes**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 14	**Texas / United States**	**https://byrdsonservices.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Dec 1, 2025	**Nov 26, 2025**	**Sep 25, 2007**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Sep 1, 2007	**Dec 07**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

Yes

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

No

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure
Corporate Entity (Not Tax Exempt)

Entity Type
Business or Organization

Organization Factors
Limited Liability Company

Profit Structure
For Profit Organization

Socio-Economic Types

Women-Owned Small Business
Women-Owned Business

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
Yes

Debt Subject To Offset
Yes

EFT Indicator
0000

CAGE Code
4VWU9

Electronic Funds Transfer

Account Type
Checking

Routing Number
*******22**

Lock Box Number
(blank)

Financial Institution
FIRST FINANCIAL BANK

Account Number
*******75**

Automated Clearing House

Phone (U.S.)
4092034075

Email
sbyrd@byrdsonservices.com

Phone (non-U.S.)
(blank)

Fax
4092993403

Remittance Address

Blaine Caillier
8535 Central Mall Drive
Port Arthur, Texas 77642
United States

Taxpayer Information

EIN
*****1960**

Type of Tax
Applicable Federal Tax

Taxpayer Name
BYRDSON SERVICES LLC dba Excello Homes

Tax Year (Most Recent Tax Year)
2024

Name/Title of Individual Executing Consent
Member

TIN Consent Date
Nov 26, 2025

Address
1245 W Cardinal DR
Beaumont, Texas 77705

Signature
JIM GRIFFIN

Points of Contact

Accounts Receivable POC

James H Griffin, President

jgriffin@byrdsonservices.com
4092846611

Electronic Business

James H Griffin, President
jgriffin@byrdsonservices.com
4092846611

1245 West Cardinal Drive
Beaumont, Texas 77705
United States

SALLY I Byrd
sally@byrdsonservices.com
4098421827

1245 West Cardinal Drive
Beaumont, Texas 77705
United States

Government Business

James H Griffin, President
jgriffin@byrdsonservices.com
4092846611

1245 West Cardinal Drive
Beaumont, Texas 77705
United States

SALLY L Byrd
sally@byrdsonservices.com
4098421827

1245 West Cardinal Drive
Beaumont, Texas 77705
United States

Past Performance

James H Griffin, President
jgriffin@byrdsonservices.com
4092846611

1245 West Cardinal Drive
Beaumont, Texas 77705
United States

JIM Griffin
jgriffin@byrdsonservices.com
4092846611

1245 West Cardinal Drive
Beaumont, Texas 77705
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**236115**	**New Single-Family Housing Construction (Except For-Sale Builders)**
	236116	**New Multifamily Housing Construction (Except For-Sale Builders)**
	236118	**Residential Remodelers**
	236210	**Industrial Building Construction**
	236220	**Commercial And Institutional Building Construction**
	237990	**Other Heavy And Civil Engineering Construction**
	238110	**Poured Concrete Foundation And Structure Contractors**
	238130	**Framing Contractors**
	238190	**Other Foundation, Structure, And Building Exterior Contractors**
	238350	**Finish Carpentry Contractors**
	238910	**Site Preparation Contractors**
	321918	**Other Millwork (Including Flooring)**

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
$31,000,000.00	**22**

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
(blank)	**(blank)**

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	**(blank)**	**(blank)**

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

Bonding Levels	Dollars
Construction Aggregate	**$100,000,000.00**
Construction Per Contract	**$100,000,000.00**

States	Counties	Metropolitan Statistical Areas
Any	**(blank)**	**(blank)**

BID BOND

KNOW ALL BY THESE PRESENTS, That we, Byrdson Services, LLC

of 1245 West Cardinal Drive, Beaumont, TX 77705

(hereinafter called the Principal), as Principal, and

Euler Hermes North America Insurance Company (hereinafter called the Surety),

as Surety, are held and firmly bound unto City of New Smyrna Beach

(hereinafter called the Obligee) in the penal sum of Ten Percent of Amount Bid

Dollars ($ 10%)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for

Elevation of Six (6) Flood-Prone Homes, ITB 05-26-ENG

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 8th day of January , 2026 .

Erin Broussard

Erin Broussard, Program Manager Witness

Byrdson Services, LLC

By: President

Title

Euler Hermes North America Insurance Company

By:

Scott D. Chapman , Attorney-In-Fact

Allianz

Allianz Trade

EULER HERMES NORTH AMERICA INSURANCE COMPANY
100 International Drive, 22nd Floor • Baltimore, Maryland 21202

The number of persons authorized by this Power of Attorney is not more than: 6

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That EULER HERMES NORTH AMERICA INSURANCE COMPANY (EULER HERMES), a corporation organized and existing under the laws of the state of Maryland, does hereby nominate, constitute, and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for and in its name, place, and stead to execute on behalf of EULER HERMES, as surety, any and all bonds, undertakings, and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of EULER HERMES on any such bond, undertaking, or contract of suretyship executed under this authority shall not exceed the limit stated below.

NAME		ADDRESS	LIMIT OF POWER
Scott D. Chapman	Keenan Lehmann	480 Wildwood Forest Drive	Unlimited
Cheryl R. Colson	Courtney J. Goulding	Suite 760	
Rosalyn D. Hassell	Cynthia Giesen	Spring, TX 77380	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, EULER HERMES has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunder affixed this 1st day of December, 20 23.

Euler Hermes North America Insurance Company CORPORATE SEAL 2003 MARYLAND

James Daly, President and CEO-The Americas

Nicholas P. Verna II, Senior Vice President and Regional Head of Surety and Guarantee, Americas

State of Maryland, County of Baltimore

On this 1st day of December, 20 23, before me personally appeared Nicholas P. Verna II, to me known, being duly sworn, deposes and says that he resides in Southeastern, PA; that he is Senior Vice President and Regional Head of Surety and Guarantee, Americas of Euler Hermes North America Insurance Company, the Company described herein and which executed the above instrument; that he know the seal of EULER HERMES; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of EULER HERMES; and that he signed his name thereto by like authority.

MORGAN A. YANKOSKY NOTARY PUBLIC

Notary Public

Notarial Seal

This Commission Expires February 2, 2026

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of EULER HERMES NORTH AMERICA INSURANCE COMPANY (Company) by unanimous consent on October 1, 2015.

RESOLVED: That the President, Executive Vice President, Senior Vice President, Vice President, Secretary, and Assistant Vice Secretary, be and hereby are authorized from time to time to appoint one or more Attorneys-in-Fact to execute on behalf of the company, as surety, and any and all bonds, undertakings and contracts of suretyship, or other written obligation in the nature thereof; to proscribe their respective duties and all respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and signature of the aforesaid officers and may be affixed by facsimile to any Power of Attorney given for the execution of any bond, undertaking, contract of suretyship, or other written obligations in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as thought manually affixed.

CERTIFICATION

I, Nicholas P. Verna II, Senior Vice President and Regional Head of Surety & Guarantee, Americas of EULER HERMES NORTH AMERICA INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of October 1, 2015, have not been revoked and are now in full force and effect.

Signed and sealed this 9th day of January, 20 26.

Euler Hermes North America Insurance Company CORPORATE SEAL 2003 MARYLAND

Nicholas P. Verna II, Senior Vice President and Regional Head of Surety and Guarantee, Americas

Euler Hermes North America Insurance Company and its affiliated debt collection company are part of the Allianz group and market their products and services using the 'Allianz Trade' trademark.













WWW.BYRDSONSERVICES.COM

BYRDSON services

FLORIDA

City of New Smyrna Beach

(ITB): 05-26-ENG

Elevation of Six (6) Flood

409.203.4075

18326 Murdock Cir #101, Port Charlotte, FL 33952

info@byrdsonservices.com

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A. Name and Brief History of Firm

Byrdson Services, LLC ("Byrdson") is a Florida-licensed, Woman-Owned Small Business with more than 20 years of experience delivering federally funded residential construction and flood-mitigation home elevation projects. Byrdson specializes in structurally complex residential work requiring compliance with FEMA Hazard Mitigation Grant Program (HMGP) requirements, NFIP regulations, ASCE 24, and applicable Florida Building Code and local floodplain ordinances.

Byrdson's operating model is designed for municipal, multi-address residential elevation projects, where safety during lifting operations, coordination with engineers and floodplain officials, inspection readiness, and schedule discipline are critical. Our team has extensive experience elevating flood-prone homes to required design elevations, installing compliant foundation systems, elevating utilities, and delivering complete project closeout documentation in coordination with City engineering and inspection staff.

Byrdson Services, LLC is a privately held Limited Liability Company (LLC) and a certified Woman-Owned Small Business. The firm has no parent company, subsidiaries, affiliates, or joint-venture partners and is independently operated and not publicly traded.

Ownership:

- **Sally L. Byrd** – 80% Owner
- **James H. Griffin, CSP** – 20% Owner / President

For this solicitation, Byrdson will serve as the Prime General Contractor, retaining full responsibility for project management, scheduling, compliance, quality control, safety oversight, and coordination with the City and its representatives. All specialty trades—including foundation systems, lifting operations, and utility reconnections—will be performed by licensed and insured subcontractors under direct Byrdson supervision.

Byrdson Services demonstrates consistent financial strength and stability, enabling us to self-perform and subcontract multiple large-scale CDBG-DR housing projects concurrently. Over the past three fiscal years, our revenue and bonding capacity have steadily increased in alignment with our expanding portfolio of federally funded housing recovery work.

Revenue Overview:

Fiscal Year	Gross Revenue	Net Assets	Current Ratio	Bonding Capacity
2022	$35,902,427	$8,044,861	2.42 : 1	$25 million single / $80 million aggregate
2023	$26,108,812	$8,729,657	2.59 : 1	$25,000,000 single / $80,000,000 aggregate A-rated surety listed
2024	$26,927,424	$10,687,966	2.72 : 1	Current bonding line: $25M single / $80M aggregate

*Note: Byrdson Services' Financial Statements and Annual Report are maintained as confidential documents and are **available upon request***

DUNS: 806732512 **/ UEI:** F863QC7K2WL4 / **SAM.gov** - Active Registration

We maintain long-standing relationships with regional lenders and bonding agencies and have never defaulted on a bond or been subject to lien or claims for non-performance. Our Comptroller (Linda Tait) leads a dedicated finance team managing grant billing, draw requests, certified payroll, and subcontractor disbursements in compliance with HUD guidelines.

B. Location of Office(s)

Florida Operations, Regional Capacity & Mobilization
Regional Capacity & Supervision Model

Byrdson maintains established Florida operational capacity, supported by multiple permanent offices strategically located to serve coastal and flood-prone communities, including:

- Primary Florida Operations Office:
  18326 Murdock Circle, Suite 101, Port Charlotte, FL 33952
- Central Florida Field & Deployment Support: Lakeland, Florida
- North Florida / Panhandle Surge Support: Panama City, Florida

These offices provide construction oversight, permitting coordination, QA/QC supervision, safety management, and homeowner engagement for Florida-based elevation and flood-mitigation projects. This distributed footprint allows Byrdson to deploy crews, supervisors, and specialty trades rapidly while maintaining consistent field oversight across multiple residential sites.

In addition, Byrdson leverages a vetted network of licensed and insured subcontractors across Central, Southwest, and North Florida with demonstrated experience in structural lifting, elevated foundation systems, utility elevation, and floodplain-compliant construction.

This infrastructure enables Byrdson to mobilize quickly upon Notice to Proceed, maintain continuous on-site supervision, and efficiently execute multiple residential elevation sites concurrently while meeting all inspection, safety, and schedule requirements of the solicitation.

C. List of contractor's key personnel (with titles) and sub-contractors (specify specialty) to be assigned to this contract. Include a staffing configuration (organizational chart) and brief resumes for all pertinent key personnel

Staffing Plan and Key Personnel

Our construction division is organized into specialized roles across project lifecycle phases.

Key Personnel – Exceptional Expertise & Proven Leadership

Vice President of Operations – Joellen Hall **Experience:** 20+ Years

Ms. Hall provides executive oversight for all program operations and meets the RFP's requirement for senior leadership with demonstrated experience in large-scale housing recovery. She has directed the successful delivery of more than 2,000 HUD-, FEMA-, and CDBG-DR–funded housing units across Florida, Texas, Puerto Rico, Alabama, New Jersey, and North Carolina. Ms. Hall managed Byrdson's flagship disaster recovery program, which received formal commendations from Emergency Management officials for excellence in construction timelines, documentation accuracy, and homeowner satisfaction. She is an expert in HUD housing standards, environmental review integration, floodplain management, SHPO coordination, and multi-jurisdiction permitting. Ms. Hall sets company-wide standards for QA/QC, contractor oversight, financial controls, and applicant communication—ensuring every project meets the RFP's technical and performance expectations.

Vice President of Construction – Jeff Goff **Experience:** 25+ Years

Mr. Goff brings advanced technical and field supervision expertise and is recognized as a top-ranking statewide construction leader for inspection pass rates, permitting compliance, and build quality. He oversees all field operations, structural execution, modular and MHU installations, and multi-county construction sequencing. His leadership ensures every project adheres to Florida Building Code, HUD Housing Quality Standards, NFIP requirements, and local AHJ mandates. Mr. Goff maintains exceptionally low warranty and rework rates (<7%), far outperforming typical CDBG-DR contractors, making him instrumental in achieving consistent, high-quality delivery across regions.

Dedicated Project Manager – Jamie Brown **Experience:** 20+ Years

Mr. Brown has led the completion of more than 2,000 disaster recovery units across Florida and the Southeast, specializing in scattered-lot rehabilitation, reconstruction, MHU replacement, and environmental compliance. He maintains the required 8:1 superintendent-to-jobsite ratio, conducts mandatory intake center preconstruction meetings, and manages complex cases involving floodplain and historic requirements. Mr. Brown is fully proficient in the Canopy system for inspections, homeowner communications, scheduling, and compliance documentation. His deep program knowledge aligns directly with the RFP's requirement for seasoned staff with CDBG-DR experience.

Regional Project Manager – Carl Galván **Experience:** 15+ Years

Mr. Galván oversees high-volume, multi-county operations in South Florida, including Hurricane Ian and Irma recovery. His expertise includes coastal construction, SHPO coordination, CCCL permitting, floodplain compliance, and Tier II ERR requirements. He manages all mandatory face-to-face meetings at intake centers, supervises field operations, and ensures strict adherence to the

program's 90/120/60-day construction timelines. Mr. Galván excels in complex municipal permitting and is fully fluent in Canopy reporting, inspection uploads, and homeowner-facing support.

Regional Project Manager – Tony Edwards **Experience:** 18+ Years

Mr. Edwards leads Central Florida operations with experience delivering 300+ CDBG-DR units across multiple counties. He manages preconstruction meetings, intake center coordination, permitting reviews, superintendent oversight, and job sequencing. Mr. Edwards ensures compliance with FBC, LBP/ACM regulations, floodplain rules, and HUD housing requirements. His strong performance record includes consistently meeting mandated build timelines while maintaining high homeowner satisfaction and documentation accuracy.

Permitting & Preconstruction Manager – Ryan Webb **Experience:** 6+ Years

Mr. Webb supports preconstruction and permitting activities, including plan set reviews, correction coordination, environmental document preparation, and applicant-facing preconstruction support at intake centers. He is proficient in county permitting portals and ensures all document packages meet program standards before submission.

Permitting & Preconstruction Manager – Eliot Pagés **Experience:** 3+ Years

Mr. Pagés oversees permitting processes across 40+ Florida jurisdictions, including complex SHPO, floodplain, CCCL, and Tier II environmental cases. He manages plan submissions, AHJ coordination, inspection scheduling, and permitting corrections. His strong relationships with county permitting offices enable accelerated approvals, often completing permitting 30–40% faster than program baselines.

Warranty Manager – Jeremiah Bildan & Ian Calilung **Experience:** 5/3 Years

Mr. Bildan & Mr. Calilung manage Byrdson's high-performing warranty division, maintaining claim rates below 7% and ensuring full compliance with the required 2-day acknowledgment and 14-day resolution standards. They lead post-occupancy inspections, multi-trade repair coordination, and final warranty closeout documentation.

Homeowner Liaison – Erin Broussard & Brieann Cameron **Experience:** 8/3 Years

Ms. Broussard serves as the primary point of contact for homeowners throughout preconstruction, construction, and closeout. Ms. Cameron provides daily applicant-facing support, conducting onsite meetings, status updates, document collection, and construction walkthroughs.They manage applicant communication, onsite walkthroughs, relocation coordination, and punch list updates. They ensure compliance with HUD Effective Communication, Fair Housing standards, and accessibility accommodations.

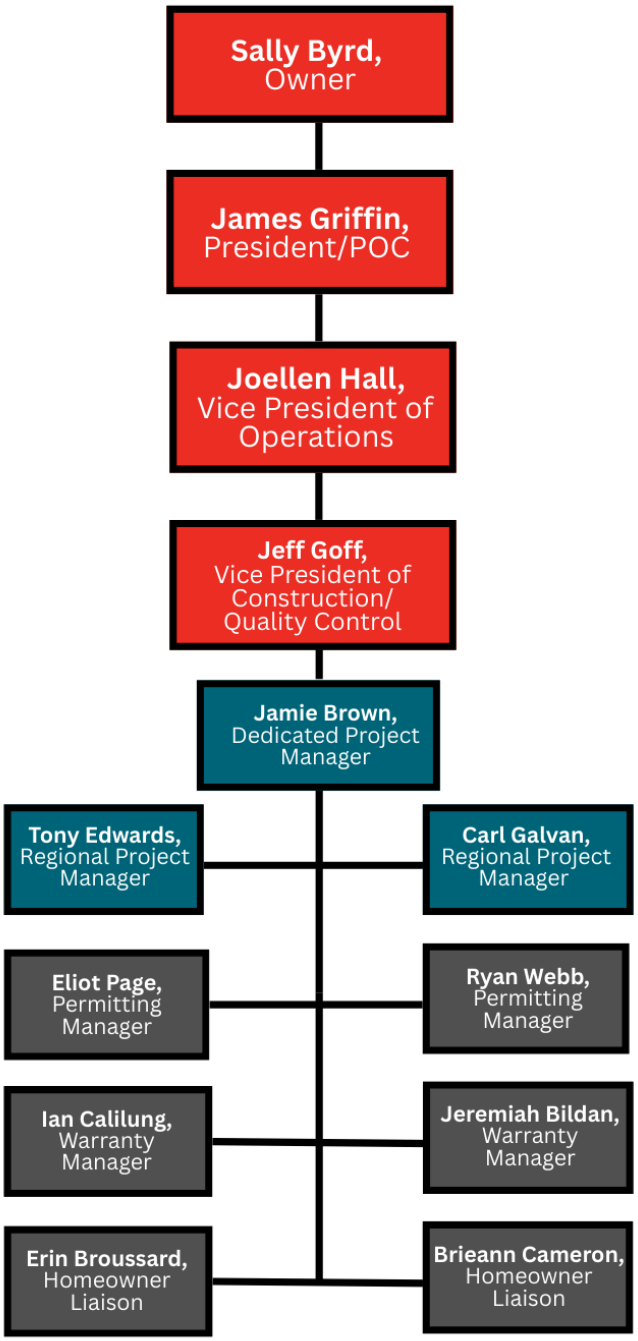
Local Staff Presence and Commitment to Face-to-Face Engagements

Byrdson maintains a mobile team stationed in Florida and is committed to maintaining local office space throughout the project duration. Our Homeowner Liaison Team is fully committed to:

- In-person walkthroughs (pre and post-construction)
- Weekly progress updates via phone or site visits
- Handling escalations, warranty questions, and homeowner education
- Scheduling inspections and facilitating sign-offs with local code officials

We understand the importance of transparency, respect, and responsiveness in disaster recovery environments and treat face-to-face engagement as a non-negotiable standard.

Organizational Chart



Staffing, Quality, and Compliance Controls

Byrdson employs 120+ full-time personnel nationally, including experienced project managers, field superintendents, QA/QC inspectors, safety personnel, and administrative support staff. A dedicated Florida-based team is available to support this project, supplemented by a vetted network of licensed and insured subcontractors experienced in flood-mitigation and elevation construction.

Byrdson maintains disciplined quality and compliance controls to ensure:

- Inspection readiness at all elevation milestones
- Full compliance with FEMA, NFIP, ASCE 24, and local code requirements
- Accurate documentation and timely submission of permits, inspections, and certifications
- Safe execution of lifting and foundation work in occupied residential settings

Production Capacity & Scalability

- **Annual Production:** 30–150 units per year within individual programs
- **Multi-Year Delivery:** 400+ units completed over extended program periods
- **Concurrent Management:** 10–50 active residential projects managed simultaneously within a single program

This capacity confirms Byrdson's ability to scale operations while maintaining consistent quality, safety, and compliance—even across geographically dispersed residential sites.

Schedule Performance

Byrdson consistently achieves competitive construction durations across federally funded housing programs, including:

- **Home Elevation & Mitigation Activities:** 60–120 days per unit
- **Reconstruction:** 90–110 days
- **Demolition (when applicable):** ~30 days

These timelines reflect disciplined scheduling, inspection readiness, and efficient coordination with engineers, utilities, and local inspectors—key requirements for FEMA-funded elevation projects.

Core Areas of Expertise – Byrdson Services

- **Residential Rehab, Reconstruction & MHU Replacement.** Completed 2,014 CDBG-DR units across FL, TX, AL, NC & PR—including reconstruction, elevations, and MHU replacements—delivered to HUD HQS, SHPO, ADA, and FEMA standards.

- **Full-Lifecycle Construction Management.** Turnkey delivery from demo to warranty closeout. Task orders, changes, and milestones are tracked via QuickBase™ and Canopy™, ensuring transparency and compliance with HUD/Florida Commerce.

- **Risk Management & Safety.** OSHA 29 CFR 1926-driven protocols, daily field briefings, and real-time incident tracking in QuickBase™. Maintains strong EMR and audit-ready safety records.

- **Compliance & Regulatory Alignment.** Full compliance with 2 CFR 200, Davis-Bacon, Section 3, URA, NEPA, and environmental reviews. OCRP-compliant bilingual communications logged in Canopy™.
- **Rapid Mobilization & Capacity.** $120M bonding, statewide trade network, and mobilization in 15–30 days. Delivers within target timelines: Recon ≤120 days, Rehab ≤90, MHU ≤60.
- **Workforce & Local Hiring.** WOSB with strong MWBE/SBE utilization and Section 3 hiring. In-house team: PMs, QC, warranty, permit expeditors, liaisons, and 50+ licensed subs across all regions served.
- **Sustainability & Resilient Building.** Projects meet/exceed HUD/FEMA/FBC standards using **IBHS Fortified™**, EPA RRP, ADA/UFAS, and high-efficiency MEPs for long-term durability and accessibility.
- **Homeowner Communication & Warranty.** Bilingual liaisons manage homeowner engagement from intake to closeout via Canopy™. Warranty Division resolves claims in QuickBase™, fully aligned with Florida Commerce, HORNE LLP, and CDBG-DR/FEMA guidelines.
- **QA/QC & Closeout Controls.** Dedicated QA/QC team verifies HUD MPS and environmental clearances. Punch lists, COs, and photo docs uploaded in real-time for fast approvals and seamless warranty handoff.
- **Digital Compliance Ecosystem.** QuickBase™ and Canopy™ house all project data-permits, payrolls, inspections, and changes—for full lifecycle audit readiness and reporting.

Byrdson Services – Major Achievements (Highlights)

- **#1 Ranked Contractor –** Florida Statewide Residential Mitigation Program (Elevate Florida). Top-ranked under RFQ-DEM-24-25-021 based on technical capability, compliance performance, and capacity to deliver federally funded residential mitigation and elevation projects statewide.
- **#1 Ranked Contractor – Alabama CDBG Housing Program.** Top-rated for compliance, workmanship, responsiveness, and homeowner satisfaction.
- **NC Emergency Management Recognition – Resilient Housing Delivery.** Commended for high-quality elevations and reconstructions in flood-prone NC communities.
- **2,000+ Homes Delivered.** Completed rehab, reconstruction, elevation, and MHU units under CDBG-DR, CDBG-MIT, and HMGP across FL, TX, AL, NC & PR.
- **Mobilized in ≤10 Days.** Rapid deployment for 12+ programs, delivering 1,000+ scattered-site homes using Canopy™ and QuickBase™.
- **Model Warranty Program.** NCORR-cited for exemplary warranty management, tracking, and homeowner support.
- **100% Davis-Bacon & Section 3 Compliance.** Flawless labor reporting, contractor oversight, and MWBE participation across all audits.

- **95%+ Documented Homeowner Satisfaction.** High ratings sustained through bilingual support, clear communication, and responsive service.

Compliance, Documentation, and Performance Controls

Byrdson maintains disciplined compliance and documentation controls aligned with federally funded mitigation programs, including:

- Timely permitting and inspection coordination
- Accurate construction documentation and photo records
- Inspection readiness at each elevation milestone
- Structured closeout procedures supporting certification and acceptance

These controls support audit-ready project delivery and consistent compliance with program requirements.

Joint Ventures. Byrdson Services does not engage in any joint ventures and will deliver all services under this contract as a sole, independent entity. The company has no joint venture affiliations, ensuring full control over construction quality, compliance, and program execution.

D. Brief description of prior experience performing elevation services, and familiarity with FEMA- funded projects, if any.

Project Timeline and Performance Metrics

Byrdson Services provides a detailed accounting of project timelines, warranty performance, and production totals based on verified historical data across multiple CDBG-DR, CDBG-MIT, FEMA, and state-administered single-family housing programs delivered over the past two decades.

a. Average Build Time — Notice to Proceed (NTP) to Program Final Inspection

Byrdson's average construction durations are based on more than 2,000+ completed residential units across scattered-lot, multi-county programs:

Award Type	Average Duration (NTP → Final Inspection)
Rehabilitation	45–75 days depending on scope and environmental conditions
Reconstruction	95–120 days including demolition, foundation work, vertical construction, and municipal inspections
Manufactured Housing Unit (MHU) Replacement	45-60 days including removal, site prep, installation, utility connections, and certification
Relocation / Replacement (PRDOH)	120–180 days depending on lot preparation, procurement, and transportation

These averages reflect production in Florida, Texas, Puerto Rico, New Jersey, Alabama, and North Carolina—including coastal, rural, urban, and remote sites.

b. Percentage of Completed Projects with Warranty Claims

Across all programs, Byrdson maintains an exceptionally low warranty rate due to strict QA/QC protocols and licensed-trade oversight:

- 6.8% of all completed projects generate a warranty claim
- Of those claims, 82% involve minor adjustments (cosmetic or homeowner-reported concerns)
- Less than 1% involve system-level issues (MEP, HVAC, or structural)

This warranty rate is considered excellent for CDBG-DR programs, where typical industry norms range from 10%–18%.

c. Average Days From Warranty Claim to Resolution

Byrdson uses a digital warranty system (QuickBase) to classify, route, and close warranty items. Our performance metrics across all regions are:

- Priority / Life-Safety Issues: Resolved within 24-72 hours
- Standard Warranty Items: Average resolution time of 8-14 days

Overall average across all claim types: 11.2 days from claim submission to full resolution

This exceeds the performance expectations set by most state recovery agencies.

d. Number of Homes Built by Award Type

The following is a consolidated total of 2,014 completed units, categorized by award type across multiple state and federal programs:

Award Type	Units Completed
Rehabilitation	213
Reconstruction	1,409
Manufactured Housing Unit (MHU) Replacement	43
Relocation (PRDOH R3/BRR)	117
Demolition & Acquisition (NC HMGP/EM)	92
Other Special Categories (Accessibility, ESS, storm-specific repairs)	140

Byrdson Services brings proven home elevation and flood-mitigation experience, disciplined project controls, and scalable Florida-based capacity to the Elevation of Six (6) Flood-Prone Homes project. Our history of delivering code-compliant elevation work under FEMA-funded programs positions Byrdson as a reliable partner capable of executing this project safely, efficiently, and in full regulatory compliance.

Summary of CDBG-DR Program Experience and Unit Completion:

Program	Location	Award Types	Units Completed
Florida Hurricane Ian/Michael Housing Program	Florida (Statewide)	Rehab 25 Reconstruction 25 MHU 15	65
R3 & BRR Housing Recovery Programs	Puerto Rico	Relocation 117 Repair 35 Reconstruction 157 Elevated Recon 5	314
Texas GLO Housing Recovery Program	Texas	Rehab 53 Reconstruction 498	551
Galveston County - Hurricane Ike	Galveston County	Rehab 32 Reconstruction 91	123
Alabama ADECA Housing Program	Alabama	Reconstruction 2 MHU 28	30
Texas – Hurricane Rita Program	Texas	Rehab 43 Reconstruction 492	535
New Jersey Program	New Jersey	Rehab 15 Reconstruction 43	58
State of North Carolina – Department of Public Safety, Office of Recovery and Resiliency (NCORR)	North Carolina	Rehab 9 Reconstruction 34	43
North Carolina – Emergency Management – Acquisition & Demolition and Elevation	North Carolina	Demo 46 Acquisition 46 Elevation 100	192
Texas – City of Houston – Housing Program (Winter Freeze)	Texas	Rehab 12 Reconstruction 31	43
City of Baytown – DR Program	Texas	Reconstruction 8	8
East Texas Council of Government– DR Program	Texas	Rehab 2 Reconstruction 6	8
LINC Houston Renovation Program funded through Neighborhood Centers Inc	Texas	Rehab 4 Reconstruction 22	26
Reeves County Disaster Recovery Program	Texas	Rehab 18	18
Total			**2,014**

Relevance to the City of New Smyrna Beach RFP

Byrdson's demonstrated experience with home elevation, FEMA HMGP compliance, flood-prone residential construction, and municipal coordination directly aligns with the City of New Smyrna Beach's objective to mitigate flood risk through the Elevation of Six (6) Flood-Prone Homes project.

Our proven capacity to manage multi-address residential elevation scopes, combined with strong schedule control, safety performance, and regulatory fluency, positions Byrdson as a qualified and reliable partner for this FEMA-funded initiative.

Licensing and Compliance Readiness

Byrdson and its licensed subcontractors hold all required state and county-level credentials to operate in every region of Florida, including:

- Certified General Contractor licensing
- Trade licenses (electrical, mechanical, plumbing, HVAC, and roofing) valid across all counties
- MHU installation and tie-down certifications
- Compliance with Florida Building Code, NFIP standards, HUD CDBG-DR regulations, and Florida Commerce program policies

Our permitting division has successfully navigated approval processes across 50+ Florida jurisdictions, demonstrating readiness to operate in every assigned county.

Logistical Capacity and Mobilization

Byrdson maintains robust logistical capabilities to support multi-county operations in each region

- A Florida operational office in Port Charlotte, serving as a central statewide hub
- Regional staging areas for materials, equipment, and MHU components
- A fleet of vehicles and construction equipment positioned for rapid deployment
- Established supplier partnerships throughout North, Central, and South Florida ensuring consistent material availability and timely delivery

This infrastructure enables mobilization and simultaneous operations across multiple counties.

Readiness to Perform County-Level Scopes

Across all three regions, Byrdson is fully prepared to deliver:

- Rehabilitation: interior and exterior repairs, MEP systems replacement, roofing, accessibility upgrades, and storm-related damage restoration
- Reconstruction: full demolition and rebuilds, modular home installation, structural coordination, and complete county inspection compliance
- MHU Replacement: removal of existing units, foundation preparation, home installation, tie-downs, skirting, utility connections, and final inspection

All workflows are aligned with Florida Commerce Program Guidelines and CDBG-DR performance standards, ensuring consistent quality and compliance across every county.

City of New Smyrna Beach

COMPLIANCE WITH 2 C.F.R. §200.321:
"Contracting with small and minority business enterprises (MBEs),
women's business enterprises (WBEs),
veteran-owned businesses (VOBs), and labor surplus area firms (LSAFs)"

The undersigned bidder hereby certifies that Byrdson Services, LLC *(Name of Business)* has taken the next affirmative steps, if subcontractors are to be used, to ensure that MBEs/WBEs/VOBs/LSAFs are used, whenever possible:

i. Placing qualified MBEs/WBEs/VOBs/LSAFs enterprises on solicitation lists;

ii. Assuring that MBEs/WBEs/VOBs/LSAFs are solicited whenever they are potential sources;

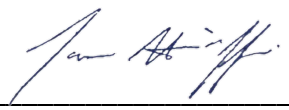
iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by MBEs/WBEs/VOBs/LSAFs (however, this requirement does not authorize the City to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting");

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by MBEs/WBEs/VOBs/LSAFs; and

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The requirement outlined above does not impose an obligation to set aside either the award of a subcontract to MBEs/WBEs/VOBs/LSAFs. Rather, the requirement only encourages carrying out and documenting the affirmative steps identified above.

As the person authorized to sign this statement, I certify that this firm has complied fully with the above requirements.



Proposer's Signature

December 19, 2025
Date

James H. Griffin, President
Proposer's Name and Title

Litigation History Statement

Byrdson Services, LLC affirms that it maintains a clean and professional standing with all public and private clients and has no history of civil or criminal litigation, arbitration, claims, or legal proceedings within the past six (6) years—past or pending—that would impair its ability to fulfill the requirements of ITB 05-26-ENG, Elevation of Six (6) Flood-Prone Homes, issued by the City of New Smyrna Beach, released on November 26, 2025, and due January 8, 2026 at 2:00 PM Eastern Time.

The company, its executive leadership, officers, and key personnel have not been debarred, suspended, proposed for debarment, or declared ineligible to participate in any federal, state, or local government programs, including those funded or administered by HUD, FEMA, Florida Commerce, or local municipal agencies.

Byrdson Services, LLC has never been terminated for cause, nor has it voluntarily withdrawn from any public contract due to performance issues. The firm has successfully completed more than 1,500 federally and locally funded residential construction, elevation, mitigation, and reconstruction projects, consistently meeting contractual obligations, schedule requirements, quality standards, and audit expectations.

Byrdson further acknowledges and agrees to all solicitation conditions regarding:

- Independent Contractor status
- Restrictions on subcontracting, assignment, or transfer
- The City's unfettered right to monitor, audit, inspect, and copy records
- Full cooperation with City representatives, auditors, and inspectors

Should any legal matter arise during the term of the contract that could affect Byrdson's performance or eligibility, Byrdson Services, LLC will promptly notify the City of New Smyrna Beach in writing, in full compliance with contract and procurement requirements.

This statement is submitted as a true, complete, and accurate disclosure of Byrdson Services, LLC's litigation and compliance history and is provided in good faith as of the date of this submission.

Respectfully submitted,

James H. Griffin, CSP – President
Byrdson Services, LLC

Potential Conflict of Interest Disclosure and Certification

Byrdson Services hereby represents and warrants that, to the best of its knowledge, information, and belief, there are no actual, potential, or perceived conflicts of interest that would impair, restrict, or otherwise compromise its ability to perform the services contemplated under this project in a fair, objective, and professional manner.

Byrdson Services certifies that it does not maintain any current business relationships, contractual obligations, financial interests, property interests, or affiliations with any individual, organization, or entity that would constitute a conflict of interest or create the appearance of impropriety with respect to this procurement or any resulting contract. Furthermore, Byrdson Services affirms that it is not aware of any circumstances that could reasonably be expected to interfere with its duty to act in the best interest of the contracting authority.

Byrdson Services further commits that, throughout the duration of the procurement process and any subsequent contractual engagement, it shall avoid any actions or relationships that could give rise to a conflict of interest. In the event that any actual or potential conflict of interest is identified during the term of the project, Byrdson Services agrees to immediately disclose such information in writing to the contracting authority and to cooperate fully in implementing appropriate mitigation measures, including recusal or other corrective actions, as required by applicable laws, regulations, or contractual provisions.

This disclosure and certification are made voluntarily, in good faith, and with full acknowledgment of the material reliance that may be placed upon it by the contracting authority in evaluating this proposal and awarding any resulting contract.

I hereby certify that I am duly authorized to make this statement on behalf of Byrdson Services and that the information provided herein is true, complete, and accurate to the best of my knowledge.

James H. Griffin

President
Byrdson Services, LLC

Date: December 19, 2025

SAM.GOV®

BYRDSON SERVICES, LLC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
F863QC7K2WL4	**4VWU9**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Nov 26, 2026**	
Physical Address	Mailing Address	
1245 W Cardinal DR **Beaumont, Texas 77705-6410** **United States**	**1245 West Cardinal Drive** **Beaumont, Texas 77705-6410** **United States**	

Business Information

Doing Business as	Division Name	Division Number
BYRDSON SERVICES LLC	**Excello Homes**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 14	**Texas / United States**	**https://byrdsonservices.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Dec 1, 2025	**Nov 26, 2025**	**Sep 25, 2007**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Sep 1, 2007	**Dec 07**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

Yes

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

No

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure
Corporate Entity (Not Tax Exempt)

Entity Type
Business or Organization

Organization Factors
Limited Liability Company

Profit Structure
For Profit Organization

Socio-Economic Types

Women-Owned Small Business
Women-Owned Business

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
Yes

Debt Subject To Offset
Yes

EFT Indicator
0000

CAGE Code
4VWU9

Electronic Funds Transfer

Account Type
Checking

Routing Number
*******22**

Lock Box Number
(blank)

Financial Institution
FIRST FINANCIAL BANK

Account Number
*******75**

Automated Clearing House

Phone (U.S.)
4092034075

Email
sbyrd@byrdsonservices.com

Phone (non-U.S.)
(blank)

Fax
4092993403

Remittance Address

Blaine Caillier
8535 Central Mall Drive
Port Arthur, Texas 77642
United States

Taxpayer Information

EIN
*****1960**

Type of Tax
Applicable Federal Tax

Taxpayer Name
BYRDSON SERVICES LLC dba Excello Homes

Tax Year (Most Recent Tax Year)
2024

Name/Title of Individual Executing Consent
Member

TIN Consent Date
Nov 26, 2025

Address
1245 W Cardinal DR
Beaumont, Texas 77705

Signature
JIM GRIFFIN

Points of Contact

Accounts Receivable POC

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4092846611

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United States

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Past Performance

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United States

JIM Griffin
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4092846611

1245 West Cardinal Drive
Beaumont, Texas 77705
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**236115**	**New Single-Family Housing Construction (Except For-Sale Builders)**
	236116	**New Multifamily Housing Construction (Except For-Sale Builders)**
	236118	**Residential Remodelers**
	236210	**Industrial Building Construction**
	236220	**Commercial And Institutional Building Construction**
	237990	**Other Heavy And Civil Engineering Construction**
	238110	**Poured Concrete Foundation And Structure Contractors**
	238130	**Framing Contractors**
	238190	**Other Foundation, Structure, And Building Exterior Contractors**
	238350	**Finish Carpentry Contractors**
	238910	**Site Preparation Contractors**
	321918	**Other Millwork (Including Flooring)**

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
$31,000,000.00	**22**

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
(blank)	**(blank)**

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	**(blank)**	**(blank)**

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

Bonding Levels	Dollars
Construction Aggregate	**$100,000,000.00**
Construction Per Contract	**$100,000,000.00**

States	Counties	Metropolitan Statistical Areas
Any	**(blank)**	**(blank)**



Detail by FEI/EIN Number

Foreign Limited Liability Company
BYRDSON SERVICES, LLC

Filing Information

Document Number	M19000007675
FEI/EIN Number	56-2671960
Date Filed	08/06/2019
State	TX
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	01/13/2025
Event Effective Date	NONE

Principal Address

1245 West Cardinal Drive
Beaumont, TX 77705-6410

Changed: 03/27/2023

Mailing Address

1245 West Cardinal Drive
Beaumont, TX 77705-6410

Changed: 03/27/2023

Registered Agent Name & Address

REGISTERED AGENTS INC.
7901 4TH ST N.
STE:300
ST. PETERSBURG, FL 33702

Name Changed: 02/13/2025

Address Changed: 02/13/2025

Authorized Person(s) Detail

Name & Address

Title President

Griffin, James Harold
1245 West Cardinal Drive
Beaumont, TX 77705

Annual Reports

Report Year	Filed Date

2024	11/14/2024
2025	02/13/2025
2026	01/06/2026

Document Images

01/06/2026 -- ANNUAL REPORT	View image in PDF format
02/13/2025 -- ANNUAL REPORT	View image in PDF format
01/13/2025 -- CORLCRACHG	View image in PDF format
11/14/2024 -- REINSTATEMENT	View image in PDF format
03/27/2023 -- ANNUAL REPORT	View image in PDF format
01/31/2022 -- ANNUAL REPORT	View image in PDF format
04/01/2021 -- ANNUAL REPORT	View image in PDF format
03/17/2020 -- ANNUAL REPORT	View image in PDF format
08/06/2019 -- Foreign Limited	View image in PDF format

THE CITY OF NEW SMYRNA BEACH - PUBLIC WORKS

CONSIDER THE APPROVAL OF THE RENEWAL OF CONTRACTS FOR MISCELLANEOUS CONCRETE REPAIR.

February 24, 2026

Background:

In June of 2023, the city advertised ITB 30-23-MO, Miscellaneous Concrete Repair Projects. This was to have qualified contractors on contract to provide miscellaneous concrete repair services throughout the city on an as needed basis. These services include sidewalks, driveways, curbs, and other miscellaneous concrete repairs.

In response to the advertisement, the city received proposals from the following four contractors:

- Creative Concrete Design of Columbia County, Inc.
- Garcia Civil Contractors
- PSG Concrete & Excavation, LLC
- Sanderson Concrete Construction

In September of 2023, all four (4) contractors were awarded the contract for an initial term of three (3) years, with two (2) optional one-year renewal periods. Since contract execution, the volume of available projects has been limited. As a result, the City does not have sufficient workload to effectively utilize all four contractors under the existing contract structure.

After evaluating current and anticipated project needs, staff recommend renewing the contracts with PSG Concrete & Excavation, LLC and Sanderson Concrete Construction, as these firms can adequately meet the City's workload requirements during the renewal period. This recommendation is based on workload capacity and operational efficiency. As projects become available, a quote will be obtained from the Contractors and Purchase Orders will be issued accordingly.

Fiscal Analysis:
Will be dependent on the project and will fall within budgeted items.

Strategic Plan Item:
No

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

Attachments:

PSG Concrete Renewal and Original.pdf
Sanderson Concrete Renewal and Original.pdf

CONTRACT RENEWAL
FOR MISCELLANEOUS CONCRETE REPAIR PROJECTS
PSG Concrete and Excavation, LLC

WHEREAS, the City of New Smyrna Beach (City) requested bids for Miscellaneous Concrete Repair Projects, via ITB 30-23-MO; and

WHEREAS, the City accepted the bid of PSG Concrete & Excavation, LLC; and

WHEREAS, the parties desire to enter into the first one-year renewal of the contract Pursuant to the ITB 30-23-MO.

NOW, THEREFORE, THE CITY AND PSG Concrete and Excavation, LLC., AGREE AS FOLLOWS:

1. The City and PSG Concrete and Excavation, LLC., agree to all the terms and conditions as stated and contained in the initial awarded Agreement, ITB 30-23-MO, including, any/all Attachments, Addenda, and the firm's bid 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 ITB, the ITB Response of the firm, and Florida law.

2. The parties agree to the terms of this contract. This renewal agreement for this contract is September 26, 2026 and will continue for a year from this date.

CITY OF NEW SMYRNA BEACH

By: _____

Fred E. Cleveland, Mayor

Date: _____

PSG Concrete and Excavation, LLC.

By: _____ Kenneth P. Wood managing member

Name and Title

Date: 1/30/2026

Attest: _____
Sharon Taylor-Harding, City Clerk

APPROVED AS TO CORRECTNESS AND FORM:

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

END OF CONTRACT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/28/2025

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

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

PRODUCER
Brown & Brown Insurance Services, Inc.
P.O. Box 2412
Daytona Beach FL 32115-2412

CONTACT NAME: Leighane Hall
PHONE (A/C, No, Ext): (386) 239-5743 **FAX (A/C, No):** (386) 323-9172
E-MAIL ADDRESS: Leighane.Hall@bbrown.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Auto-Owners Insurance Company	18988
INSURER B :	American Builders Insurance Company	11240
INSURER C :	Southern - Owners Insurance Company	10190
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
PSG CONCRETE & EXCAVATION, LLC
2101 STRATFORD DRIVE
DELAND FL 32724

COVERAGES **CERTIFICATE NUMBER:** 25-26 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			224682-72748067-25	02/28/2025	02/28/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			53-748067-00	02/28/2025	02/28/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
C	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			53-748067-01	02/28/2025	02/28/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCV-0329312-03	02/28/2025	02/28/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

SEE NOTES FOR POLICY COVERAGE FORMS
CITY OF NEW SMYRNA BEACH IS ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE

CERTIFICATE HOLDER
CITY OF NEW SMYRNA BEACH
210 SAMS AVE
NEW SMYRNA BEACH FL 32168

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Brown & Brown Insurance Services, Inc.	PSG CONCRETE & EXCAVATION, LLC
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY
1) 55373 0517 - BLANKET ADDITIONAL INSURED (ADDITIONAL INSURED - ONGOING OPERATIONS & COMPLETED OPERATIONS, PRIMARY AND NON CONTRIBUTORY)
2) 65034 (6-22) FLORIDA - COMMERCIAL GENERAL LIABILITY PLUS COVERAGE - WITH LIMITED HIRED AUTO AND NON-OWNED AUTO LIABILITY (ADDITIONAL INSURED - LESSOR OF EQUIPMENT, ADDITIONAL INSURED - MANAGER OR LESSOR OF PREMISES, WAIVER OF SUBROGATION)

AUTO LIABILITY
1) 58504 0115 - DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE (ADDITIONAL INSURED)
2) 58583 0115 - WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET (WAIVER OF SUBROGATION)
3) 58540 1219 - PRIMARY AND NONCONTRIBUTORY - BLANKET COVERAGE (PRIMARY & NON-CONTRIBUTORY)

WORKERS COMPENSATION
1) WC000313 0484 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT (WAIVER OF SUBROGATION)

UMBRELLA LIABILITY
UMBRELLA POLICY APPLIES IN EXCESS OF THE GENERAL LIABILITY, AUTO LIABILITY AND EMPLOYERS LIABILITY

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Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of **New Smyrna Beach** ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: PSG Concrete & Excavation, LLC

Authorized Signature: _____ Date: 01/30/2026

Printed Name: Kenneth Wood

Title: Managing Member

STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30th day of January, 20 26, by Kenneth Wood, as Managing Member on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced _____ as identification.

NATHANIEL LOWDEN
Notary Public - State of Florida
Commission # HH 424057
My Comm. Expires Jul 20, 2027
Bonded through National Notary Assn.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped
My Commission Expires: July 20, 2027

PSG Concrete and Excavation, LLC
ITB 30-23-MO, Miscellaneous Concrete Repair Projects

THIS AGREEMENT is made and entered into this 28th CA day of September CA August, 2023, by and between **PSG Concrete and Excavation, LLC,** duly authorized to conduct business in the State of Florida and whose address is 2101 Stratford Dr, Deland, FL 32724, hereinafter, called "CONTRACTOR," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the **ITB 30-23-MO, Miscellaneous Concrete Repair Projects, FOR THE CITY OF NEW SMYRNA BEACH** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between the individual City and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The initial term of this Agreement shall be for three (3) years from the date of the award. After the initial term, this Agreement may be renewed with the consent of City Commission for two (2) optional, one (1) year periods. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Contractor agrees to perform the services outlined in the advertised solicitation document titled **ITB 30-23-MO, Miscellaneous Concrete Repair Projects**, and in the Contractor's submitted Proposal. These services are on an as needed basis and the City shall not be held to any maximum or minimum amount of work or purchase of quantities.

The Contractor shall diligently and in a professional and timely manner perform and provide these services. Unless modified in writing by the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the services pertaining to this Agreement.

The City and Contractor agree that there may be certain additional services required to be performed by the Contractor during the performance of the contract that cannot be defined sufficiently at the time of execution of this Agreement. These services shall be authorized in writing as an amendment to the contract and may contain additional instructions or provide specifications upon certain aspects of this Agreement pertaining to the work to be undertaken.

SECTION 4. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR based on their fee schedule provided. Unless otherwise agreed in a Scope of Services, the CONTRACTOR shall invoice the City monthly based upon the CONTRACTOR's fees for services completed during the billing period.

Contractor's Initials: KW

SECTION 5. COMPONENT PARTS OF THE CONTRACT. This Contract consists of the following contract documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

A. City Advertised Bid
B. Addendums
C. Award Bid Proposal
D. Certificate of Insurance

SECTION 6. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. RIGHTS AT LAW RETAINED. The rights and remedies of the City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 8. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Kelly McQuillen, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

For Contractor:

Ken Wood, Managing Member
PSG Concrete and Excavation, LLC
2101 Stratford Dr
Deland, Florida 32724
(386)847-4988

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

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

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

Contractor's Initials: KW

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

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

ATTEST

Nathaniel Lowden
Authorized Signature

Nathan Lowden, Operations
Print Name and Title

PSG Concrete and Excavation, LLC

Authorized Signature

Ken Wood, Managing Member
Print Name and Title

Date: 8/28/23

ATTEST

Kelly McQuillen, City Clerk

CITY OF NEW SMYRNA BEACH

Fred E. Cleveland, Mayor

Date: 9/13/2023

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

Carrie Avallone City Attorney

Dated: 9/26/2023

Contractor's Initials: KW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/08/2023

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

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

PRODUCER	CONTACT NAME: Leighane Hall	
Brown & Brown of Florida, Inc. P.O. Box 2412 Daytona Beach FL 32115-2412	PHONE (A/C, No, Ext): (386) 239-5743	FAX (A/C, No): (386) 323-9172
	E-MAIL ADDRESS: Leighane.Hall@bbrown.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
PSG CONCRETE & EXCAVATION, LLC 2101 STRATFORD DRIVE DELAND FL 32724	INSURER A: Auto-Owners Insurance Company	18988
	INSURER B: American Builders Insurance Company	11240
	INSURER C: Southern - Owners Insurance Company	10190
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 23-24 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			224682-72748067-23	02/28/2023	02/28/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY			53-748067-00	02/28/2023	02/28/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
C	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			53-748067-01	02/28/2023	02/28/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCV-0329312-01	02/28/2023	02/28/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

SEE NOTES FOR POLICY COVERAGE FORMS
THE CITY OF NEW SMYRNA BEACH IS ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE.

CERTIFICATE HOLDER

THE CITY OF NEW SMYRNA BEACH
210 SAMS AVENUE
NEW SMYRNA BEACH

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CONTRACT RENEWAL
FOR MISCELLANEOUS CONCRETE REPAIR PROJECTS
Sanderson Concrete Construction

WHEREAS, the City of New Smyrna Beach (City) requested bids for Miscellaneous Concrete Repair Projects, via ITB 30-23-MO; and

WHEREAS, the City accepted the bid of Sanderson Concrete Construction; and

WHEREAS, the parties desire to enter into the first one-year renewal of the contract Pursuant to the ITB 30-23-MO.

NOW, THEREFORE, THE CITY AND Sanderson Concrete Construction AGREE AS FOLLOWS:

1. The City and Sanderson Concrete Construction, agree to all the terms and conditions as stated and contained in the initial awarded Agreement, ITB 30-23-MO, including, any/all Attachments, Addenda, and the firm's bid 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 ITB, the ITB Response of the firm, and Florida law.

2. The parties agree to the terms of this contract. This renewal agreement for this contract is September 26, 2026 and will continue for a year from this date.

CITY OF NEW SMYRNA BEACH

By: _____

Fred E. Cleveland, Mayor

Date: _____

Sanderson Concrete Construction

By: Bonnie J. Sanderson

Bonnie J. Sanderson, President

Date: 02-01-2026

Attest: _____
Sharon Taylor-Harding, City Clerk

APPROVED AS TO CORRECTNESS AND FORM:

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

END OF CONTRACT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/18/2025

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

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

PRODUCER	CONTACT NAME: April Koerner	
Caton-Hosey Insurance 3731 Nova Rd. Port Orange FL 32129	PHONE (A/C, No, Ext): (386) 767-3161	FAX (A/C, No): (386) 760-1770
	E-MAIL ADDRESS: april@catonhosey.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Sanderson Concrete Construction Inc. 2440 Timberview Dr New Smyrna Beach FL 32168-8254	INSURER A : Southern Owners	10190
	INSURER B : Auto-Owners Ins	18988
	INSURER C : Technology Insurance Company	42376
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2581835007 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		72222433	09/23/2025	09/23/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			4961088500	09/23/2025	09/23/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			4961088501	09/23/2025	09/23/2026	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TWC4662017	09/23/2025	09/23/2026	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

The City of New Smyrna Beach is included as Additional Insured for General Liability Only with respects to operations of the Named Insured as required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

B. Can Pinel

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Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of _____ ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: Sanderson Concrete

Authorized Signature: Bonnie J. Sanderson Date: 02-02-2026

Printed Name: Bonnie J. Sanderson

Title: President

STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 2nd day of February, 2026, by Bonnie Sanderson, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☑ have produced drivers license as identification.

Signature of Notary Public
Kenicia Terrell
Name of Notary Typed, Printed or Stamped
My Commission Expires: June 26, 2029

KENICIA TERRELL
Notary Public - State of Florida
Commission # HH 692350
My Comm. Expires Jun 26, 2029

Sanderson Concrete Construction
ITB 30-23-MO, Miscellaneous Concrete Repair Projects

THIS AGREEMENT is made and entered into this 26th day of September, 2023, by and between **Sanderson Concrete Construction,** duly authorized to conduct business in the State of Florida and whose address is 2440 Timberview Drive, New Smyrna Beach, FL 32168, hereinafter, called "CONTRACTOR," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the **ITB 30-23-MO, Miscellaneous Concrete Repair Projects, FOR THE CITY OF NEW SMYRNA BEACH** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between the individual City and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The initial term of this Agreement shall be for three (3) years from the date of the award. After the initial term, this Agreement may be renewed with the consent of City Commission for two (2) optional, one (1) year periods. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Contractor agrees to perform the services outlined in the advertised solicitation document titled **ITB 30-23-MO, Miscellaneous Concrete Repair Projects**, and in the Contractor's submitted Proposal. These services are on an as needed basis and the City shall not be held to any maximum or minimum amount of work or purchase of quantities.

The Contractor shall diligently and in a professional and timely manner perform and provide these services. Unless modified in writing by the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the services pertaining to this Agreement.

The City and Contractor agree that there may be certain additional services required to be performed by the Contractor during the performance of the contract that cannot be defined sufficiently at the time of execution of this Agreement. These services shall be authorized in writing as an amendment to the contract and may contain additional instructions or provide specifications upon certain aspects of this Agreement pertaining to the work to be undertaken.

SECTION 4. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR based on their fee schedule provided. Unless otherwise agreed in a Scope of Services, the CONTRACTOR shall invoice the City monthly based upon the CONTRACTOR's fees for services completed during the billing period.

Contractor's Initials:

SECTION 5. COMPONENT PARTS OF THE CONTRACT. This Contract consists of the following contract documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

A. City Advertised Bid
B. Addendums
C. Award Bid Proposal
D. Certificate of Insurance

SECTION 6. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. RIGHTS AT LAW RETAINED. The rights and remedies of the City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 8. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Kelly McQuillen, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

For Contractor:

Bonnie Sanderson, President
Sanderson Concrete Construction_
2440 Timberview Drive
New Smyrna Beach, Florida 32168
(386) 689-8401

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

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

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

Contractor's Initials: 

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

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

ATTEST

Authorized Signature

WILLIAM B. SANDERSON VICE PRESIDENT
Print Name and Title

Sanderson Concrete Construction

Authorized Signature

BONNIE J. SANDERSON, PRESIDENT
Print Name and Title

Date: 08-25-2023

ATTEST

Kelly McQuillen, City Clerk

CITY OF NEW SMYRNA BEACH

Fred E. Cleveland, Mayor

Date: 9/13/2023

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

Carrie Avallone City Attorney

Dated: 9/26/2023

Contractor's Initials:

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

CONSIDER THE APPROVAL OF A CHANGE ORDER FOR PARK CONSTRUCTION AT PHIL HALL PARK WITH ALL STATE CIVIL CONSTRUCTION

February 24, 2026

Background:

As a result of ITB 01-25-LS, the City awarded a construction contract on March 25, 2025, to All State Civil Construction for the Phil Hall Pickleball Project (formerly Paige Avenue Pickleball) in the amount $529,494.00.

Two change orders have been approved to date. The first, approved in May of 2025, totaled $47,829.75 for additional paving and mobilization. The second, approved in July 2025, amended by $178,402.58 to include necessary bathroom related components. These adjustments increased the current project total to $755,726.33.

The pickleball courts are adjacent to the Paige Avenue Dog Park. As the pickleball project approaches completion, there are a few items related to the dog park area that require attention. These items include fencing, sod, mulch, and a concrete pad for a bench near the pickleball restroom.

Findings:

To maintain continuity and ensure timely progress, City staff is requesting that the Commission consider approving a change order to All State Civil Construction in the amount of $34,954.85.

Fiscal Analysis:

Previously adjusted project totaled $755,726.33, including this requested change order of $34,954.85 would bring the new project total to $790,681.18.

Strategic Plan Item:

No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

Amended Contract.pdf
Change Order 3.pdf

Updated COI.pdf

AMENDED CONSTRUCTION CONTRACT

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

This Amended Agreement, dated this 22nd day of July, 2025, by and between the **CITY OF NEW SMYRNA BEACH**, hereinafter called the **OWNER**, and All State Civil Inc. (a corporation organized and existing under the laws of the State of Florida and hereinafter called the **CONTRACTOR,** is awarded as a result of solicitation **ITB 01-25-LS, Paige Pickleball Facility**, and for a subsequent change to add additional related services.

WITNESSETH: The Owner and the Contractor, for the consideration stated herein, agree as follows:

ARTICLE I: Scope of Work

Under the original Construction Contract, the Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to complete the construction of and all appurtenant work thereto, described in the following document, hereby fully incorporated into this Contract:

ITB 01-25-LS, Paige Avenue Pickleball Facility, Phase 1
City of New Smyrna Beach, Florida

For a total cost of $529,494.00. All work shall be in strict compliance with the drawings and specifications, including any and all Addenda, and together with all Contract Documents hereinafter enumerated and made a part thereof.

It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished and said work performed and completed subject to the approval of the Owner.

The original Contract is hereby amended to incorporate **Phase 2** for interrelated services necessary for a required restroom facility, to include site preparation, the installation of a prefabricated restroom facility/shade canopy, installation of a septic system, sod, bicycle rack, and as-built drawings, for an additional cost of $178,402.58

ARTICLE II: Amended Contract Price

The Owner shall pay the Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

$707,896.58

Spelled out: Seven Hundred Seven Thousand, Eight Hundred Ninety Six Dollar

Payment will be made in accordance to the awarded bid proposal and amendment, and the above negotiated agreed upon Amended Contract Price. Change orders, including additions and deductions, must be approved in writing by the Owner. Any change, where the Contractor has materially deviated from the proposed design shall be borne by the Contractor unless such deviation is agreed to in writing

Contractor's Initials:

by Owner.

ARTICLE III: Contract Time

The Contractor agrees to commence work for Phase 1 within **Ten (10) CALENDAR DAYS** after the date of the Notice to Proceed letter and shall achieve Substantial Completion within **One Hundred Fifty (150)** consecutive calendar days thereafter. With the inclusion of Phase 2 Scope of Work, the Contractor shall have an additional **Forty-Five (45)** consecutive calendar days for a total of **One Hundred Ninety Five (195)** calendar days to reach substantial completion. The Contractor shall have an additional thirty (30) consecutive calendar days from the date of Substantial Completion to achieve Final Completion.

ARTICLE IV: Inspection by Contractor

The undersigned Contractor agrees that he has carefully inspected all Contract Documents, including all Amendments, and is familiar with same; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all the proposed work and for having satisfied himself as to the character of the route, the location, surface and under-ground obstructions and nature thereof, the nature of the groundwater conditions and other physical characteristics of the work and work area in order that he may include in the prices which he has bid and the prices of the Amended Contract, all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the Amended Contract prices herein agreed upon, and that this Amended Contract price is based upon these inspections and examination.

ARTICLE V: Liquidated Damages

If the work is not completed within the time specified in Article III of this Amended Contract, the Contractor shall pay the Owner, as liquidated damages, the sum of **ONE HUNDRED FIFTY DOLLARS ($150)** for each consecutive calendar day thereafter until the work is completed, and as outlined in the Supplemental General Conditions.

ARTICLE VI: Right to Require Performance

The failure of the City at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same or be considered a waiver of such provision, nor shall a waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ARTICLE VII: Component Parts of the Contract

This Amended Contract consists of the following Contract Documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

- City Advertised Bid with Addendums, Construction Specifications, and Drawings
- Awarded Bid Proposal with Bond
- Additional Design Documents for Phase II

The Contractor must provide the following documents within fourteen (14) days upon acceptance of the bid by City Commission. All of which are familiar to the Contractor and are component parts of the contract.

Contractor's Initials: _____
Construction Contract, Rev. 09/24

- Certificate of Insurance
- Performance/Payment Bond (*Amended Performance/Payment Bond shall be provided within 10 days of approval of the Amended Contract)

Upon completion of the project, the Contractor shall provide the Owner with the Warranty of Title.

ARTICLE VIII: Severability

Should any term, covenant, condition, provision or sentence or part thereof of this Amended Contract, including all Contract Documents and Design Documents for Phase II which comprise the entire agreement, be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms and provisions shall nevertheless remain in full force and effect.

ARTICLE IX: Force Majeure

No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God
b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)
c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest
d) Government order or law
e) Actions, embargoes or blockades in effect on or after the date of this Agreement
f) Action by any governmental authority
g) National or regional emergency
h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and
i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement

ARTICLE X: Human Trafficking

This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of

the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit.

ARTICLE XI: Construction

The headings and subheadings used throughout the Contract Documents are for convenience only and have no other significance in the interpretation of the body of the Contract Document.

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

ALL STATE CIVIL CONSTRUCTION, INC

Attest	**Vendor Name**
Authorized Signature	*Authorized Signature*
Print Name and Title	MICHAEL ANDERSON, TREASURER *Print Name and Title*
501 Bugle Rd Suite 16 *Address*	1301 BENUE RD, #13 *Address*
Daytona Beach FL 32119 *City, State, Zip*	DAYTONA BEACH, FL 32119 *City, State, Zip*
7-8-25 *Date*	7-8-25 *Date*

ATTEST

Sharon Taylor-Harding

Sharon Taylor-Harding, Interim City Clerk

CITY OF NEW SMYRNA BEACH

Fred E. Cleveland, Mayor

Date: 7-10-25

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

Carrie Avallone as to form

Carrie Avallone, City Attorney

Date: 7/22/2025

Approved by the City Commission of the City of New Smyrna Beach at a meeting held on this 8 day of July, 2025 under Agenda Item No. 6a27.

Contractor's Initials:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/31/2025

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

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

PRODUCER	CONTACT NAME: Crystal Pounders	
Kelly White & Associates Insurance, LLC 1622 Hickman Road Jacksonville FL 32216	PHONE (A/C, No, Ext): 904-880-8881	FAX (A/C, No):
	E-MAIL ADDRESS: crystal@kwhiteinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Obsidian Specialty Insurance Company	
	INSURER B : AmGUARD Insurance Company	
	INSURER C : Mesa Underwriters Specialty Insurance Company	
	INSURER D : Manufacturers Alliance Insurance Co	
	INSURER E : AGCS Marine Insurance Company	
	INSURER F :	

INSURED
All-State Civil Construction, Inc.
3602 Socha Way
Port Orange FL 32129

COVERAGES **CERTIFICATE NUMBER:** ALL-25033111334387 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		PYC-GL-000005137-00	02/21/2025	02/21/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			ALAU596805	07/31/2024	07/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			MX0083001002232	02/21/2025	02/21/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		1441534Y	02/16/2025	02/16/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Rented and Leased Equipment			MXI9307982455370	03/10/2025	03/10/2026	Each Item Per Occurance	150,000 150,000

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

The City of New Smynra Beach is listed as Additional Insured for General Liability as required per written contract.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of New Smyrna Beach ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: All State Civil Construction, Inc.

Authorized Signature: _____ Date: 2-14-25

Printed Name: Michael Anderson

Title: Treasurer

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 14 day of February, 2025, by Michael Anderson, as Treasurer on behalf of the company/corporation. They ☑ are personally known to me or ☐ have produced _____ as identification.

Notary Public State of Florida
Laura Camila Benavides
My Commission HH 461295
Expires 11/5/2027

Signature of Notary Public

Name of Notary Typed, Printed or Stamped
My Commission Expires: 11/5/2027

Notary Public State of Florida
Laura Camila Benavides
My Commission HH 461295
Expires 11/5/2027

Notary Public State of Florida
Laura Camila Benavides
My Commission HH 461295
Expires 11/5/2027

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

SUMMARY OF ACTION

1. OPENING OF MEETING

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

2. INVOCATION/PLEDGE OF ALLEGIANCE

Bev Richardson, the Police Department Chaplain, delivered the invocation. Wyatt Fike led those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

City Manager Cowper removed items 8A, 8B, and withdrew item 10E – Ordinance No. 15-25.

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Proclamation: Recognizing July as National Parks and Recreation Month

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

No action was taken.

5. CITY MANAGER'S REPORT

5.A City Manager's Report

City Manager Cowper outlined a report.

City Commission consensus was to hold a Charter Review Workshop on Monday, July 28, 2025, at 6:30 pm.

6. PUBLIC PARTICIPATION

No action was taken.

7. CONSENT AGENDA

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

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

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

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

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

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

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

7.H Consider the approval of Fiscal Year 2024-25 Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide funds to be distributed to

Daytona Beach Shores Department of Public Safety, City of Holly Hill, The House Next Door, and SMA Healthcare.
Unanimously approved.

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

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

7.K Consider the approval of a renewal of the contract with the Sacred Heart Catholic School for a full-time police officer for FY25-26.
Approved 4-1; Vice Mayor Martin opposed.

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

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

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

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

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

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

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

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

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

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

9. QUASI-JUDICIAL HEARINGS

9.A Conduct a Quasi-Judicial Public Hearing to consider Application No. HTR-2-25 - Historic Tree Removal of four (36", 45", 49", and 58" DBH) trees on the commercial property for Volusia Mosquito Control at 801 South St.
Approved 3-2; Vice Mayor Martin and Mayor Cleveland opposed.

10. PUBLIC HEARINGS

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

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

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

Unanimously adopted

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

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

11. ORDINANCES FIRST READINGS

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

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

12. BOARDS AND COMMISSIONS

12.A Board Vacancy Notice: Historic Preservation Commission

12.B Board Vacancy Notice: Utilities Commission

No action was taken.

13. MAYOR AND COMMISSIONER COMMENTS

No action was taken.

14. CITY CLERK'S REPORT

14.A City Clerk's Report

No action was taken.

15. CITY ATTORNEY'S REPORT

15.A Legislative Session Ends

15.B Charter Review Committee Update

No action was taken.

16. ADJOURNMENT

9:30 PM.

THE CITY OF NEW SMYRNA BEACH - CAPITAL IMPROVEMENTS PROJECT

CONSIDER THE APPROVAL OF AN AMENDED CONTRACT WITH ALL STATE CIVIL TO INCLUDE THE PHASE 2 SCOPE OF WORK.

July 8, 2025

Background:

On March 25 of 2025, the City awarded a construction contract to All State Civil to construct a 6 Court Pickleball Facility off of Paige Ave, for a total amount of $529,494.00. A Notice to Proceed was issued to All State Civil on June 2, 2025, and construction is currently underway. Utilizing available funds in Park Impact fees the City has determined to include the following additional amenities to the facility: a prefabricated restroom facility, the septic sewer system for the restroom facility, a shade canopy, bike rack, landscaping, and additional miscellaneous items. In May the City Commission approved the purchase of the prefabricated restroom facility. This amendment would allow for the labor, site preparation, groundwork, and installation of the restroom along with the necessary associated systems.

City staff is asking Commission to waive the regular process through this Amended Contract, which will allow for the project to be streamlined through the same contractor, minimizes project risks and conflicts, ensures consistency in the construction and quality of the project, without adding significant time delays or cost to being added to project, and remaining compliant to Florida Building Code.

Fiscal Analysis:

Original Contract $529,494
Proposal for Phase 2 Scope of Work $178,402.58
Amended Contract Total $707,896.58
The Funds are available in Park Impact Fees and a budget amendment is forthcoming.

Strategic Plan Item:

No

Staff Report Created By: Jesse Kobe

Attachments:

Paige Ave Pickleball Original Construction Contract All State Civil.pdf
NSB Paige Avenue Pickleball Facility Bid Items Phase II rev062025.pdf
Amended Contract.pdf

All State Civil Construction Inc.
386-681-8105

QUOTE

Michael Anderson
Phone: 386-256-2721
Email: mranderson@allstatecivilconstructionfl.com

Quote Number	ASCC2026-0129
Quote Date	January 29, 2026
Quote To:	Jesse Kobe
	City of New Smyrna Beach
Address:	210 Sams Avenue
	New Smyrna Beach, FL 32168
Phone:	386-410-2613
E-mail:	jkobe@cityofnsb.com
Fax:	

01-25-LS - Paige Avenue Pickleball Facility

DESCRIPTION	QTY	UM	UNIT PRICE	EXT PRICE
MOBILIZATION (BOND INCREASE)	1	LS	$1,223.42	$1,223.42
Additional 6' Chain Link Fence (252 LF)	1	LS	$13,007.14	$13,007.14
4' Chain Link Fence (228 LF)	1	LS	$7,985.71	$7,985.71
Additional Sod (Dog Park Area)	1	LS	$9,900.00	$9,900.00
Additional Mulch	1	LS	$392.86	$392.86
Irrigation Modification	1	LS	$285.71	$285.71
4" Concrete Pad (Large Dog Park Entrance)	120	SF	$18.00	$2,160.00
4" Concrete Pad (Bench Pad near Restroom)	120	SF	$18.00	$2,160.00
			TOTAL =	**$34,954.85**

Thank you for your business!

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/04/2026

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

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

PRODUCER	CONTACT NAME: Crystal Pounders
Kelly White & Associates Insurance, LLC 1622 Hickman Road Jacksonville FL 32216	PHONE (A/C, No, Ext): 904-880-8881 FAX (A/C, No): E-MAIL ADDRESS: crystal@kwhiteinsurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Obsidian Specialty Insurance Company	
INSURER B :	Progressive Express Ins Company	
INSURER C :	Mesa Underwriters Specialty Insurance Company	
INSURER D :	Manufacturers Alliance Insurance Co	
INSURER E :		
INSURER F :		

INSURED
All-State Civil Construction, Inc.
3602 Socha Way
Ormond Beach FL 32174

COVERAGES **CERTIFICATE NUMBER:** ALL-26020416095423 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		PYC-GL-000005137-00	02/21/2025	02/21/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X		860828077	07/31/2025	07/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
C	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			MX0083001002232	02/21/2025	02/21/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		1441534Y	02/16/2025	02/16/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

The City of New Smynra Beach is listed as Additional Insured for General Liability and Business Butomobile as required per written contract. 30 Days Notice of Cancellation will be provided except due to non-payment then the 10 day notice will be provided, per Florida state statues.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE LAGOONIGAN FISHING TOURNAMENT AFTER PARTY AT THE MARINE DISCOVERY CENTER, TO BE HELD ON SATURDAY JUNE 20, 2026.

February 24, 2026

Background:

Declan Rogers of The Bajio Sunglasses Company requests approval to present their 2026 Lagoonigan fishing tournament after party at the Marine Discovery Center, to be held on Saturday June 20, 2026. The event will start at 6pm and end at 10pm, with final breakdown completed no later than 10pm. The event will be held on the grounds of the Marine Discovery Center at 520 Barracuda Blvd. There will be no admission fee, with an anticipated 200 attendees. The Life on Mars live band will be performing. The live band will perform starting at 6pm until 8pm with their own sound equipment. The event will have Bajio Sunglasses as the title event sponsor and merchandise vendor. Alcohol sales will be provided by J and T Bartending. All alcohol sales will be conducted and consumed within the designated and fence controlled dining area. The event will not require the closure of any sidewalks or roads around the event area. Security for the event will require NSB PD officer(s) on site during the event hours.

Findings:

Staff recommends the approval of the Lagoonigan Fishing Tournament after party at the Marine Discovery Center, 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

Strategic Plan Item:

No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

The_Lagoonigan_After_Party_Sat_June_20_2026-pages.pdf

City of New Smyrna Beach

Special Event Application Follow-Up Form

Name of Event: The Lagoonigan

Event Date: June 20, 2026 Saturday

Contact Information: Declan Rogers 240-380-7276

Brief Event Description: Fishing tournament afterparty at MDC

Staff Reviewed:

Name	Department	Ext.	E-mail	Signature	Date
Rob Salazar	Leisure Services	2890	rsalazar@cityofnsb.com		2/3/26
~~Kevin Prescott~~ John Haverly	Public Works	2205	jhaverly@cityofnsb.com		2.3.26
Stephanie Doster	Planning & Dev.	2800	sdoster@cityofnsb.com		2.3.26
Don Wiech	Fire Department	7631	dwiech@cityofnsb.com		2/3/26
William Helms	Police Department	2297	whelms@cityofnsb.com	Sgt. W. Helms	2/3/26
Barbara Bobelak	Code Enforcement	2800	bbobelak@cityofnsb.com	Barbara Bobelak	2/3/26
Lauren Gawel	Bldg. Department	2800	lgawel@cityofnsb.com		2/3/26
Steven Mendygral	Parking	2609	smendygral@cityofnsb.com		2/3/26

Conditions of Approval:

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

PD- Need to change time based off hours of event. on ODM

LS Major Event - Alcohol

Banner Request: Yes ☐ No ☑ **Entered into RecTrac** _____ **Agenda Item Complete** 2-10-26

Road Closures:

N/A

City Commission Approval Required? Yes ☑ No ☐ **Agenda Date** 2-24-26 **City Event?** Yes ☐ No ☑

Special Event Application

Form Submission ID: 26236831
Submission Date/Time: 02/02/2026 at 1:52 pm
Form Status: New
Patron Email Address: declan@bajiosunglasses.com
Name: Declan Rogers

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

The Lagoonigan

Name of Producer and/or Promoter

Declan Rogers - BajÃ-o Sunglasses

Type of Organization

For-Profit

Address

1674 Tionia Road

City

New Smyrna Beach

State

Florida

Zip Code

032168

Work Phone

(240)380-7276

Home Phone

(240)380-7276

Fax

2403807276

Special Event Application

Website

bajiosunglasses.com

Billing Information:

Is the party responsible for billing the same as above?

Yes

If no, please provide the proper information below.

Name

Address

EVENT INFORMATION:

Date(s) Requested

06/20/2026

Location of Event

Marine Discovery Center New Smyrna

Description of Event

Fishing Tournament Afterparty

Site Plans are required and must include: Pedestrian AccessParking and Vehicular AccessLocation of Port-O-Lets (if any)Dumpsters and/or Trash CansNumber and Location of Vendor Display Areas Venue/Stage (if any)TentsBarricades/Cones Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for a minimum of $1,000,000 must be provided no later than five days prior to the scheduled event. Proof of insurance is required for all events if applicable.

Will an admission fee be charged at or prior to the event?

No

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

No

Event Date:

06/20/2026

Event Start Time:

06:00 pm

Special Event Application

Event End Time:

10:00 pm

Set Up Start Time:

04:00 pm

Setup End Time:

05:30 pm

Breakdown Start Time:

09:30 pm

Breakdown End Time:

10:00 pm

Alternative Date:

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

Tournament Facebook Page

Anticipated number of attendees?

200

Have you held this event in the City of New Smyrna Beach previously?

Yes

If yes, when?

June 13th, 2025.

Have you held this event in another city?

No

If yes, list location(s):

Will the special event require the use of watercraft for competition, servicing, maintenance, safety, or any other reason?

No

NOTE: Temporary buoys and markers may be placed with approval from the U.S. Coast Guard. Also, water rescue and lifesaving personnel and equipment shall be on-duty and prepared to act to protect competitors and spectators during all competition and practice.

Special Event Application

Will the special event involve the use of aircraft?

No

NOTE: All aircraft flight operations shall conform to FAA regulations and meet minimum pilot qualifications for the given type of operation intended. Also, all operators of any type of aircraft being used shall provide the city with a certificate of insurance coverage. Insurance coverage shall provide liability insurance protection for the City in the amount of not less than $1,000,000 per person for bodily injury or death, $2,000,000 per occurrence of death, and $500,000 per occurrence for property damage, naming the City of New Smyrna Beach as â€œadditionally insured.â€•

Will the special event involve the use of motorcycles?

No

<b> ENTERTAINMENT: </B>

Will there be entertainment?

Yes

If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.

LIFEONMARSband will be playing

Will you be using a sound system?

Yes

NOTE: The Cityâ€™s Ordinances regarding noise must be complied with during the event, or receive City Commission approval to generate excessive noise outside the accepted hours.

Name of Contractor

Type of System:

Sound Start Time:

06:00 pm

Sound End Time:

08:00 pm

Will there be carnival games and/or rides?

No

If yes, please describe the types of games and/or rides.

Special Event Application

Name of Contractor

Proof of insurance is required for all carnival games and rides. The City must be listed as additionally insured on the insurance policy.

Insurance Company

Policy Number

<B> SPECIAL EFFECTS: </B>

Will there be any special effects used?

No

Type of Effects:

Effect Time: Date:_____Start:____a.m./p.m. End: _____a.m./p.m.

Location of Special Effects

Effects Producer/Company Name

Address

Phone Number

Fax Number

Proof of insurance is required for all special events.

Insurance Company

Policy Number

NOTE: A permit from the New Smyrna Beach Fire Department will be required.

Special Event Application

<b> PARADES: </B>

Will this be considered a parade?

No

If yes, complete below.

How many will participate?

0

Plan of route attached?

No

Parade Time: Date:____Start:____a.m./p.m. End:____a.m./p.m.

Breakdown: Date:____Start:____a.m./p.m. End:____a.m./p.m.

<b> PROPOSED RETAIL SALES: </B>

Will there be any retail sales?

Yes

If yes, complete below.

How many vendor locations do you hope to accomodate?

1

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

BajÃ-o Sunglasses

Will there be food trucks at this event?

Special Event Application

PROPOSED SPONSORS: </B>

Will there be any sponsors?

Yes

If yes, complete below.

How many commercial sponsors with on-site visibility do you anticipate (including product sampling, giveaways, exhibits, and advertising)

Bajio Sunglasses

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:

J&T Bartending Services

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

(844) 225-4674

Special Event Application

<b> SIGNS: </B>

Will you be using signs at your event?

No

How many signs and what dimensions?

Will you use temporary structures?

No

How many tents exceeding 120 square feet or greater?

0

Tent locations and sizes must be included on the site plan.

List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?

FL

<b> TRAFFIC AND PARKING: </B>

Will normal traffic patterns be altered by the event?

No

Will there be any road closures?

No

If yes, City Commission approval will be required.

If yes, list road name(s):

Will public parking areas, streets, sidewalks, etc., be restricted or obstructed?

No

Special Event Application

PORT-O-LETS & SANITATION:

How many Port-O-Lets will be on-site?

On site bathrooms exist.

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?

Off-Duty Police Special Detail

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):

2403807276

Contact Name & Phone Number (2):

2403807276

Upload Site Map

\Question Answers Only\605\SKM_C250i25021909280 (2).pdf

Upload Documents

I understand that this is an application only and does not obligate the City in any fashion to reserve any facility or approve any event.

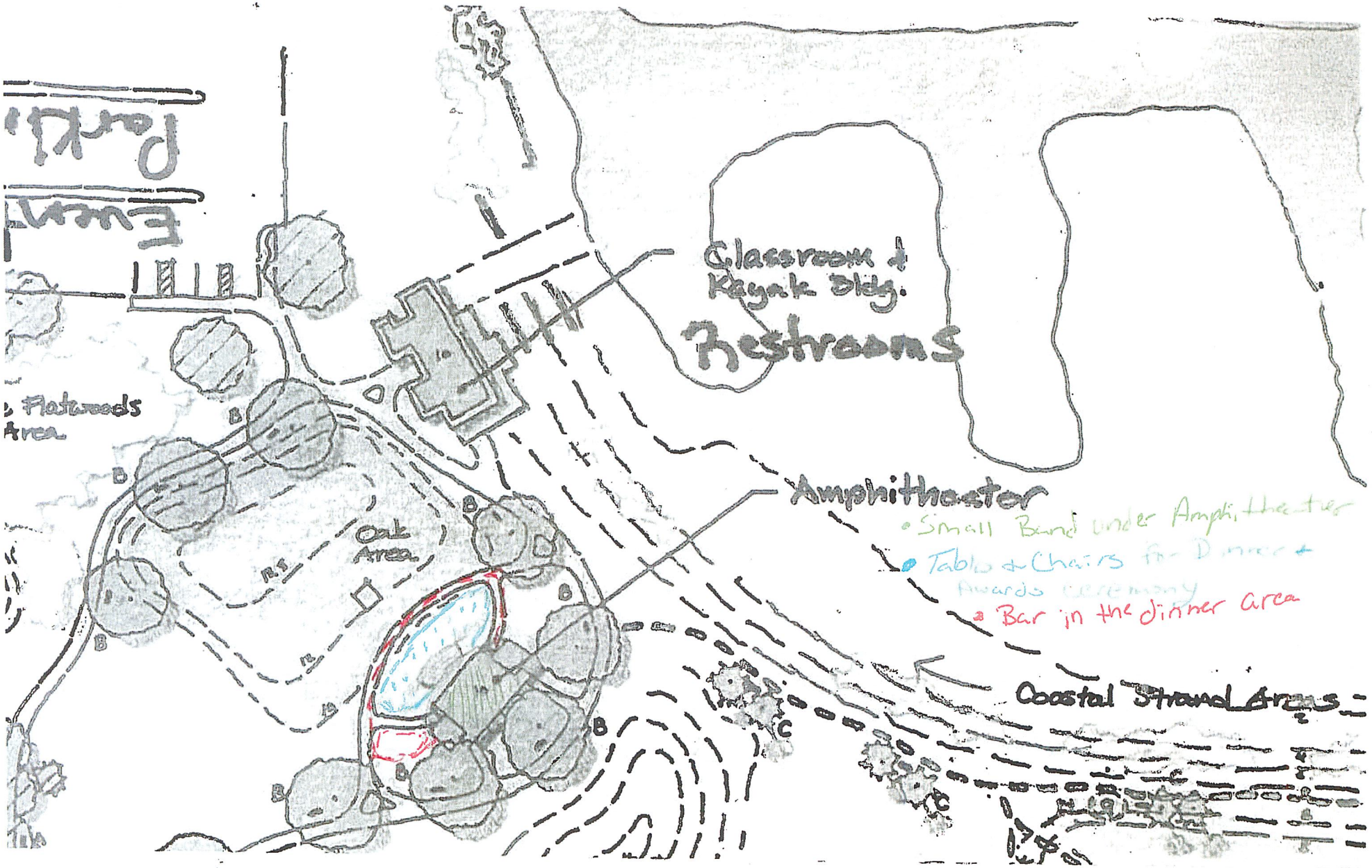
Printed Name:

Special Event Application

Declan Rogers

Date:

02/02/2026


Classroom + Kayak Bldg.
Restrooms
Flatwoods Area
Oak Area
Amphitheater
• Small Band under Amphitheater
• Table & Chairs for Dinner + Awards Ceremony
• Bar in the dinner area
Coastal Strand Area

THE CITY OF NEW SMYRNA BEACH - PARKING MOBILITY

CONSIDER THE APPROVAL FOR THE INSTALLATION OF A PARKING GUIDANCE SYSTEM (PGS) IN THE CANAL STREET AND FLAGLER AVENUE AREAS.

February 24, 2026

Background:

New Smyrna Beach is currently facing several challenges within its parking environment, many of which stem from limited access to reliable, real-time data. The installation of a Parking Guidance System directly addresses two of the most significant needs. First, as recommended by the Parking Task Force, the City requires accurate and consistent parking analytics to make informed policy, operational, and infrastructure decisions. A parking guidance system would provide data in areas where none currently exists, capturing occupancy trends, peak demand, turnover, and length of stay patterns essential for long-term planning. Second, the system would improve the user experience by giving drivers real-time visibility into available parking through a mobile application or strategically placed digital message signs. By directing drivers to open spaces more efficiently, the system reduces unnecessary circling and congestion, ultimately decreasing traffic and emissions. Resulting with residents and visitors able to reach their destinations more quickly, improving mobility throughout the city and supporting local business activity.

There are a limited number of service providers capable of delivering the required technology. Through research, staff identified three vendors that could provide the necessary components:

- Eleven-X
- ParkHelp
- Risetek Global, LLC.

Multiple attempts to contact representatives from Eleven-X were unsuccessful. ParkHelp offered similar technology; however, its system would require the installation of data lines to operate. Additionally, ParkHelp's system is not compatible with the City's current parking enforcement software, which would limit full system utilization and future

growth.

Risetek Global, LLC is fully compatible the City's current enforcement software and offers flexibility should the City choose to transition to a different platform in the future. Risetek was also the most responsive vendor during the research process.

Based on these findings, staff recommends approval of the contract to Risetek Global, LLC as the vendor that best meets the needs of the City. Staff further recommends that the City Commission waive the formal solicitation process due to the limited number of qualified vendors capable of providing the required technology, compatibility requirements, and operational constraints.

Findings:

Fiscal Analysis:

The amount for the installation and first year of service is $462,033. This request, if approved, will be paid out of the Parking Fund, and a budget amendment will be forth coming. Cost includes installation, training, onboarding of the system and one-year full warranty. The agreement also contains costs for yearly operating expenses as well as 3 years of additional warranty.

Strategic Plan Item:
Yes

Staff Report Created By: Steven Mendygral - Mobility & Parking Director

Attachments:

RISETEK Global MSA - City of New Smyrna Beach.pdf

MASTER SERVICES AGREEMENT

This Master Services Agreement is entered into as of 1/30/26 (the "**Effective Date**"), by and between RISETEK Global, LLC, a New York limited liability company (the "**RISETEK**"), and the City of New Smyrna Beach, FL (the "**Client**").

WHEREAS, RISETEK provides smart parking technology and software services; and

WHEREAS Client desires RISETEK to provide the Services (as defined and set forth herein) and RISETEK is willing to provide the Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions

1.1. General

1.1.1. "**Affiliate**" means, with respect to any entity, any other entity that controls, is controlled by or under control with such first entity. For purposes of this Agreement, "control" (or variants of it) means the ability, whether directly or indirectly, to direct the management and action of an entity by means of ownership, contract or otherwise.

1.1.2. "**Agreement**" means this Master Services Agreement and all appendices and exhibits attached hereto and each amendment modifying, supplementing or amending the terms and conditions of this Agreement, and all appendices and exhibits attached thereto.

1.1.3. "**Application Programs**" means the computer software programs, including any updates, modifications or enhancements thereto, that are either delivered or made accessible to Client through a hosted environment by RISETEK in connection with the Services.

1.1.4. "**Client**" has the meaning set forth in the preamble.

1.1.5. "**Client Content**" means all information and materials provided by Client, its agents or employees, regardless of form.

1.1.6. "**Client Infringement Event**" means (i) any change, or enhancement in the Services made by Client or any third party on behalf of Client other than at the direction of RISETEK, (ii) Client's use of the Services except as contemplated by this Agreement, or (iii) to the extent the Application Programs include computer software programs, Client's use of other than the most current release or version of such computer software programs included in the Application Programs, or Client's failure to use corrections or enhancements to such computer software programs included in the Application Programs, in each case provided by RISETEK to Client at no charge, that results in a claim or action for infringement that could have been avoided by use of such current release or version, or by such corrections or enhancements.

1.1.7. "**Confidential Information**" means all trade secrets, processes, proprietary data and documentation and any pricing and product information, Personal Information, the terms of this Agreement, and any other information that is confidential or proprietary provided by the disclosing party to the receiving party for use in connection with the Services or this Agreement, but does not include information that (i) the receiving party already knows

prior to its disclosure by the disclosing party, (ii) becomes generally available to the public, except as a result of disclosure by the receiving party in violation of this Agreement or (iii) becomes known to the receiving party on a non-confidential basis from a source other than the disclosing party.

1.1.8. "**Indemnitees**" has the meaning set forth in Section 6.3.

1.1.9. "**Indemnitor**" has the meaning set forth in Section 6.3.

1.1.10. "**Initial Term**" has the meaning set forth in Section 11.1.

1.1.11. "**Intellectual Property Rights**" means all rights, title and interest to or in patent, copyright, trademark, service mark, trade secret, business or trade name, know-how and rights of a similar or corresponding character.

1.1.12. "**Internal Business Purposes**" means the usage of the Services solely by Client for its own internal business purposes, without the right to provide service bureau or other data processing services, or otherwise share or distribute the Services, to any other party.

1.1.13. "**Personal Information**" means any information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person's physical, physiological, mental, economic, cultural or social identity.

1.1.14. "**Renewal Term**" has the meaning set forth in Section 11.1.

1.1.15. "**RISETEK**" has the meaning set forth in the preamble.

1.1.16. "**Services**" means the services set forth in Appendix 1 "Description of Service/Service Levels/Fees", and such other services as the parties may agree to be performed from time to time.

1.1.17. "**Taxes**" has the meaning set forth in Section 10.3.

1.1.18. "**Termination Event**" means with respect to any party, the occurrence of any of the following: under the applicable bankruptcy laws or similar law regarding insolvency or relief for debtors, (A) a trustee, receiver, custodian or similar officer is appointed for a party's business or property, (B) a party seeks to liquidate, wind-up, dissolve, reorganize or otherwise obtain relief from its creditors, or (C) an involuntary proceeding is commenced against a party and the proceeding is not stayed, discharged or dismissed within 30 days of its commencement.

1.1.19. "**Term**" means the Initial Term together with each Renewal Term, if any

2. Provision and Use of Services

2.1. **Services**. RISETEK will provide the Services to Client in accordance with the terms of this Agreement. RISETEK's performance of the Services is dependent upon the timely completion of Client's responsibilities and obligations under this Agreement. Without limitation of the foregoing, Client will timely provide the Client Content necessary for RISETEK to provide the Services. Client may request additional Services from RISETEK and, in such event, such

additional Services will be added pursuant to an amendment to this Agreement (to include additional appendices detailing such additional Services).

2.2. **Use of Services**. Client will use the Services in accordance with the terms of this Agreement and solely for its own Internal Business Purposes. Client will be responsible for the use of the Services by Client in accordance with the terms of this Agreement. RISETEK is not responsible for the accuracy and completeness of the Client Content provided to RISETEK.

2.3. **Errors**. Client will promptly review all documents and reports produced by RISETEK and provided or made available to Client in connection with the Services and promptly notify RISETEK of any error, omission, or discrepancy with Client's records.

2.4. **Records**. Unless expressly included as a part of the Services, RISETEK does not serve as Client's record keeper and Client will be responsible for retaining copies of all data and documentation received from or provided to RISETEK in connection with the Services to the extent required by Client.

3. Compliance

3.1. **Compliance with Privacy Laws**. Client represents and warrants to RISETEK that (i) all Personal Information transferred by Client or at Client's direction to the Application Program or RISETEK has been collected in accordance with applicable privacy laws, and (ii) Client has the full authority to provide Personal Information to the Application Program or RISETEK.

4. Confidentiality

4.1. **General**. All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose to any third party the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees with a need to know the Confidential Information and will instruct those employees to keep such information confidential. RISETEK may disclose Client's Confidential Information on a need to know basis to employees of RISETEK and its Affiliates, provided such employees are instructed to keep the information confidential as set forth in this Agreement. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (x) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (y) as appropriate to respond to any summons or subpoena or in connection with any litigation and (z) to the extent necessary to enforce its rights under this Agreement.

4.2. **Return or Destruction**. Upon the request of the disclosing party or upon the expiration or earlier termination of this Agreement, and to the extent feasible, the receiving party will return or destroy all Confidential Information of the disclosing party in the possession of the receiving party, provided that each party may maintain a copy if required to meet its legal or regulatory obligations and may maintain archival copies stored in accordance with regular computer back-up operations. To the extent that any portion of Confidential Information of a disclosing party remains in the possession of the receiving party following a request for return or destruction of same from the disclosing party, such portion of the disclosing party's Confidential Information shall remain subject to the generally applicable statutory requirements and the confidentiality protections contained in Section 4.1.

5. Intellectual Property

5.1. Client IP Rights. Except for the rights expressly granted to RISETEK in this Agreement, all rights, title and interests in and to Client Content, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by Client or its licensors. Client hereby grants to RISETEK for the Term a non-exclusive, worldwide, non-transferable, royalty-free license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy and display the Client Content for the sole purpose of performing the Services.

5.2. **RISETEK IP Rights**. Except for the rights expressly granted to Client in this Agreement, all rights, title and interest in and to the Services and Application Programs, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by RISETEK or its licensors. RISETEK grants to Client for the Term a personal, non-exclusive, non-transferable, royalty-free license to use and access the Application Programs solely for the Internal Business Purposes. The Application Programs do not include any Client-specific customizations unless otherwise agreed in writing by the parties. Client will not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any materials provided by RISETEK in connection with the Services, and will not copy, recompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, the Application Programs or any materials provided by RISETEK.

5.3. **Ownership of Reports**. Client will retain ownership of the content of reports and other materials that include Client Content produced and delivered by RISETEK as a part of the Services, provided that RISETEK will be the owner of the format of such reports. To the extent any such reports or other materials incorporate any RISETEK proprietary information, RISETEK (i) retains sole ownership of such proprietary information and (ii) provides the Client a fully paid up, irrevocable, perpetual, royalty-free license to access and use same for its Internal Business Purposes without the right to create derivative works (other than derivative works to be used solely for its Internal Business Purposes) or to further distribute any of the foregoing rights to any third party.

5.4. **Third Party Software.** Notwithstanding Sections 5.1 through Section 5.3, the Application Programs shall be subject additional licensing or access terms set forth on Appendix 2.

6. Indemnities

6.1. **RISETEK Indemnity.** Subject to the remainder of this Section 6.1, and Sections 6.3 and 7, RISETEK will defend Client against any third party claims and will indemnify and hold Client harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on a claim alleging that the Services or Application Programs, as provided by RISETEK and used in accordance with the terms of this Agreement, infringe upon any Intellectual Property Rights of a third party. The foregoing infringement indemnity will not apply and RISETEK will not be liable for any damages assessed in any cause of action to the extent resulting from a Client Infringement Event or RISETEK's use of Client Content as contemplated by this Agreement. If any Service is held or believed to infringe on any third-party's Intellectual Property Rights, RISETEK may, in its sole discretion, (i) modify the Service to be non-infringing, (ii) obtain a license to continue using such Service, or (iii) if neither (i) nor

(ii) are practical, terminate this Agreement as to the infringing Service and return to Client any unearned fees prepaid by Client to RISETEK.

6.2. **Client Indemnity**. Subject to Sections 6.3 and 7, Client will defend RISETEK against any third party claims and will indemnify and hold RISETEK harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on the occurrence of a Client Infringement Event or RISETEK use of Client Content as contemplated by this Agreement.

6.3. **Indemnity Conditions.** The indemnities set forth in this Agreement are conditioned on the following: (i) the party claiming indemnification (the **"Indemnitee"**) shall promptly notify the indemnifying party (the **"Indemnitor"**) of any matters in respect of which it seeks to be indemnified, and shall give the Indemnitor full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof, (ii) the Indemnitor shall have no obligation for any claim under this Agreement if the Indemnitee makes any admission, settlement or other communication regarding such claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld, and (iii) the Indemnitee's failure to promptly give notice to the Indemnitor shall affect the Indemnitor's obligation to indemnify the Indemnitee only to the extent the Indemnitor's rights are materially prejudiced by such failure. The Indemnitee may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

7. Limit on Liability

7.1. **Liability Cap**. Notwithstanding anything to the contrary in this Agreement and subject to the remainder of this Section 7, neither party's aggregate limit on monetary damages in any calendar year shall exceed an amount equal the Service fees paid or payable to RISETEK by Client during the twelve (12) month period immediately preceding the event causing such monetary damages (the "**Cap**").

7.2. **Matters not Subject to the Cap**. The foregoing limits on liability shall not apply to the following:

7.2.1. either party's gross negligence or willful, criminal or fraudulent misconduct;

7.2.2. the infringement indemnities set forth in Section 6.1 and 6.2 and

7.2.3. Client's obligations to pay the fees for Services; and

7.3. **No Consequential Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONE OF RISETEK NOR CLIENT WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTIONS OR HARM TO REPUTATION) THAT ANY OTHER PARTY OR ITS RESPECTIVE AFFILIATES MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Warranties and Disclaimer

8.1. **Warranties.** Each party warrants that (i) it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement has been duly and validly executed and delivered and constitutes the valid and binding agreement of the parties, enforceable in accordance with its terms.

8.2. **DISCLAIMER**. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES, THE APPLICATION PROGRAMS AND EQUIPMENT PROVIDED BY RISETEK, ITS AFFILIATES OR THEIR RESPECTIVE SUPPLIERS ARE PROVIDED "AS IS" AND RISETEK AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE, WITH RESPECT TO THE SERVICES, THE RISETEK APPLICATION PROGRAMS, ANY CUSTOM PROGRAMS CREATED BY RISETEK OR ANY THIRD-PARTY SOFTWARE DELIVERED BY RISETEK AND RESULTS OBTAINED THROUGH THE USE THEREOF.

9. Security and Controls

9.1. **Data Security.** In the event RISETEK suspects any unauthorized access to, or use of, the Application Program or Services, RISETEK may suspend access to the Application Program or Services to the extent RISETEK deems necessary to preserve the security of the Client's data.

10. Payment Terms

10.1 Client will pay to RISETEK the fees and other charges for the Services as set forth in Appendix 1 "Description of Service/Fees.

10.2 All invoices are for settlement within 30 days of the date of invoice. In case of late payment, RISETEK reserves the right to charge interest at 18% per annum, to run from the due date for payment until receipt by RISETEK of the full amount whether or not after judgement. Client will reimburse RISETEK for all reasonable costs and expenses RISETEK may incur in connection with collecting any amounts payable under this Agreement.

10.3 Fees do not include any amounts related to any Taxes imposed or payable from time to time with respect to the Agreement or the performance of the Services. Client shall be solely responsible for the payment of any and all such Taxes (other than any Tax solely applicable to RISETEK's net income) and will pay directly to the appropriate taxing authority or RISETEK, as the case may be, an amount equal to any and all such Taxes when due and payable. "**Taxes**" means any sales tax, goods and services tax, use tax, excise tax, value added tax, consumption tax, withholding tax or any other similar tax.

11. Term; Termination

11.1. Initial Term. This Agreement is effective as of the Effective Date and will remain in effect until five (5) years after the "go live" date for the On-Street Occupancy Solution (the **"Initial Term"**). After the Initial Term expires, this Agreement will automatically renew for additional one (1) year periods (each a **"Renewal Term"**) unless terminated by either party upon at least 180 days

prior written notice to the other party prior to the end of the Initial Term or Renewal Term, as applicable.

11.2. **Termination**. Either party may terminate this Agreement upon written notice (i) for the other's material breach of this Agreement if such breach is not cured within 60 days following written notice thereof (provided, however, if such breach is not capable of cure, the non-breaching party may terminate this Agreement immediately upon written notice), or (ii) in the event either party is the subject of a Termination Event. In addition, RISETEK may terminate this Agreement in the event Client fails to timely pay fees for Services performed within 10 days following written notice that such fees are past due.

12. Miscellaneous

12.1. **Amendment.** This Agreement may not be modified, supplemented or amended, except by a writing signed by the authorized representatives of RISETEK and Client.

12.2. **Assignment.** Neither this Agreement, nor any of the rights or obligations under this Agreement, may be assigned by any party without the prior written consent of the other party, such consent not to be unreasonably withheld. Notwithstanding the foregoing sentence, RISETEK may assign any or all of its rights and obligations to any Affiliate of RISETEK. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

12.3. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between RISETEK and Client with respect to its subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between the parties. No party will be bound by any representation, warranty, covenant, term or condition other than as expressly stated in this Agreement. Except where the parties expressly state otherwise in a relevant appendix or exhibit, in case of conflict or inconsistency between this Agreement and any such appendix or exhibit, this Agreement will prevail and control. Purchase orders or statements of work submitted to RISETEK by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any purchase order or statements of work will have no force and effect and will not amend or modify this Agreement.

12.4. **No Third Party Beneficiaries.** Except set forth in Section 6, nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement.

12.5. **Force Majeure**. Any party to this Agreement will be excused from performance of its obligations under this Agreement, except for Client's obligation to pay the fees to RISETEK pursuant to Section 10, for any period of time that the party is prevented from performing its obligations under this Agreement due to an act of God, war, pandemic, epidemic, earthquake, civil disobedience, court order, labor disputes or disturbances, governmental regulations, communication or utility failures or other cause beyond the party's reasonable control. Such non-performance will not constitute grounds for breach.

12.6. **Waiver**. The failure by any party to this Agreement to insist upon strict performance of any provision of this Agreement will not constitute a waiver of that provision. The waiver of any provision of this Agreement shall only be effective if made in writing signed by the authorized representatives of RISETEK and Client and shall not operate or be construed to waive any future omission or breach of, or compliance with, any other provision of this Agreement.

12.7. **Construction**. This Agreement shall not be construed for or against a party based on authorship. The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

12.8. **Severability.** If any provision of this Agreement is finally determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired and such court shall have the authority to modify such invalid, illegal or unenforceable provision to the extent necessary to render such provision valid, legal or enforceable, preserving the intent of the parties to the furthest extent permissible.

12.9. **Relationship of the Parties**. The performance by RISETEK of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create, construe or imply an agency, joint venture, partnership or fiduciary relationship of any kind between RISETEK and Client. No party's employees, agents or subcontractors will be considered employees, agents or subcontractors of the other party.

12.10. **Governing Law.** This Agreement is governed by the laws of the State of New York without giving effect to its conflict of law provisions.

12.11. **Jurisdiction.** Any disputes that may arise between RISETEK and Client regarding the performance or interpretation of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts of New York, New York. The parties hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts of New York, New York, and waive any claim that any proceedings brought in such courts have been brought in an inconvenient forum. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY.

12.12. **Counterparts.** This Agreement may be signed in two or more counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.13. **Notices.** All notices required to be sent or given under this Agreement will be sent in writing and will be deemed duly given and effective (i) immediately if delivered in person, or (ii) upon confirmation of signature recording delivery, if sent via a nationally recognized overnight courier service with signature notification requested to the applicable party at its address hereinabove.

12.14. **Survival.** Those provisions which by their content are intended to, or by their nature would, survive the performance, termination, or expiration of this Agreement, shall survive termination or expiration of this Agreement.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first above written.

RISETEK GLOBAL, LLC	**[CLIENT]**
By:	By: _____
Name: Garrett P Hofeld	Name: _____
Title: Vice President	Title: _____

City of New Smyrna Beach
Single Space Occupancy Parking Sensors
&
CamData Lot Occupancy

August 15, 2025



RISE TEK GLOBAL

VERGE

nwave

CamData

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Cover Letter

8/15/2025

Steve Mendygral , CPP
Director of Mobility and Parking
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168
(386) 410-2609 Office
(386) 538-3673 Cell
www.cityofnsb.com

Dear Steve:

RISETEK Global is excited to introduce a suite of smart parking occupancy technologies for the City of New Smyrna Beach.

RISETEK's team has the experience and proven technology to deliver truly "smart parking" solutions that will not only deliver on the requested functionality but also positions New Smyrna Beach parking operation for future expansion, additional integrations, new technologies and scaling.

One of the great advantages of RISETEK, your best-in-class parking technology solutions provider is as an agnostic industry leader who has the unique ability to couple a variety of technology solutions to deliver on our clients smart parking ecosystem expectations. Another advantage which makes RISETEK unique to the industry is: we created, implemented, and deployed the only Parking Data Analytics & Reporting Management software to ingest ALL parking technology platforms into a one source reporting data juggernaut optimizing the effort and efficiency of our clients' parking field and administration operations.

RISETEK is proposing two (2) technology solutions for New Smyrna Beach's very important occupancy initiatives. Both meet or exceed all Scope of Work (SOW) and requirements for 'Parking Space Availability'.

Current Scope of Work – Paved On & Off-Street Occupancy:
Nwave has been exclusively focused on designing, production, testing and improving its ground sensor technology since 2013 – bringing the best science, manufacturing, and quality – control processes together to result in the G4 flush or surface mounted occupancy parking sensor. Nwave's market leading

ground space sensor technology delivers highly accurate parking occupancy and utilization data by individual parking spaces.

For consideration: Future SOW for unpaved Off-Street locations:
CamData combines video monitoring, audience intelligence and space analytics for a highly accurate vehicle counting and location occupancy solution. CamData analytics software audits how many vehicles enter, exit or stay at parking, garage, facility or other premises for instant real-time statistics, queues, heatmaps and more. The most cost-effective counting analytics software on the market.

Our entire team is ready to work with your team to deliver the desired innovative and transformative smart parking ecosystem your group envisions. **We are very confident in our teams' abilities to provide a turnkey solution that meets or exceeds expectations.**

Sincerely,



Garrett P Hofeld
Vice President of Sales
RISETEK Global, LLC **(Federal EIN: 83-2952751)**
1140 Franklin Avenue , Suite 206
Garden City, New York 11530
ghofeld@RISETEKglobal.com
651-600-0631

Why RISETEK?

RISETEK is owned and operated by "parking professionals". **Our executive team has over 70 years of actual parking operation management experience, we know on-street and off-street parking operations inside and out.** One of the values of working with RISETEK is that our executive team is comprized of experienced parking operators who have managed hundreds of municipal parking programs similar to what New Smyrna Beach is seeking to build.

RISETEK's uniqueness in the industry is a turnkey integrated smart parking technology solution provider. **We do not sell just one brand or type of technology. Our mission is to evaluate each partner's needs and business objectives and we design an integrated custom technology package that best fits. We don't do "cookie cutter"!**

RISETEK is not in the business of selling widgets either! **Each of our partners receives on-going active consulting. As your business needs change, we will be there to assess and make recommendations.** After you partner with RISETEK we will schedule regular "client satisfaction" calls on a as needed schedule (you tell us how often you want to talk). Partner satisfaction is the only thing we care about! These meetings allow us to address any training or performance issues that your team identifies.

RISETEK is a **Technology Consultant**

RISETEK is a **Turnkey Provider**

RISETEK is the only technology company that can deliver New Smyrna Beach a true turnkey solution. Our cloud-based parking ecosystem approach to parking understands that today's smart parking solutions shouldn't be complicated, come with high upfront fees, or be difficult to manage. We give the city one point of contact and clearly defined accountability in the fulfillment of all of the technology and services. **From the parking meters to parking signs we've got you covered!**

References

1. Contract Name: State of Louisianna, Baton Rouge, LA
   Address: 1928 N. Third Street, Baton Rouge, LA 70801
   Point of Contact: Brian Kern
   Title: President, PCI Municipal Solutions
   Email: bkern@municipalparking.com
   Phone: 816.715.1966
   Technology Deployed: Fixed LPR, ParkLync, ParkLoyalty, Flowbird, Self-Releasing Immobilization, Mobile Payments and VERGE

2. Contract Name: Ridge Hill, Yonkers, NY
   Address: 1 Ridge Hill Boulevard, Yonkers, NY 10710
   Point of Contact: Barbara Garrett
   Title: SVP Business Operations, North American Properties
   Email: Barbara.garrett@naproperties.com
   Phone: 404.245.6035

Technology Deployed: TEZ, ParkLync, ParkLoyalty, Flowbird, LPR, VMS Signage & VERGE

3. Contract Name: City of Omaha, NE
   Address: 1819 Farnum Street
   Point of Contact: Hannah R. Adeponu, CAPP
   Title: Assistant Parking and Mobility Manager
   Email: Hannah.adeponu@cityofomaha.org
   Phone: 402.444.3364
   Technology Deployed: LPR, VMS Signage & Self-Releasing Immobilization

4. Contract Name: City of Folly Beach, SC
   Address: 21 Center Street, Folly Beach, SC 29439
   Point of Contact: Kwento Ikwuezunma
   Title: PCI, Regional Manager
   Email: kikwuezunma@municipalparking.com
   Phone: 423.834.1910
   Technology Deployed: ParkLync, ParkLoyalty, Mobile Payments, CamData, Call Center Support

5. Contract Name: City of Fort Lauderdale, FL
   Address: 290 NE 3rd Avenue, Fort Lauderdale, FL 33301
   Point of Contact: Bryan Greene
   Title: Parking Services Manager
   Email: bgreene@fortlauderdale.gov
   Phone: 954.828.4531
   Technology Deployed: Nwave, CamData, VERGE ERP

6. Contract Name: City of Boca Raton, FL
   Address: 201 W Palmetto Park Road, Boca Raton, FL 33432
   Point of Contact: Cherise Vlahovski
   Title: Parking Manager
   Email: cvlahovski@bocaraton-fl.gov
   Phone: 561-347-5166
   Technology Deployed: Nwave, VERGE

Project Management

RISETEK understands the importance of this project for New Smyrna Beach and the level of investment being made. In light of this and the scope of the project RISETEK is providing the city with a "project team" instead of a single project manager. We believe the additional resources and attention that a team of professionals can provide the city will ensure a successful and timely roll-out of the technology. RISETEK also understands that the City's team already has full-time demanding jobs with multiple responsibilities in flight. Our goal is to provide a high level of support to minimize the stress and burden of this project on your Team.

The RISETEK "Project Team" will include: Daniel Massey, Director of Solutions; Codye Sides, Project Manager, Barry Wilt, Project Engineer; and David Venancio, Customer Success Manager. Each of our team members will oversee a specific component of the project yet work collaboratively supporting each other to ensure a successful outcome.

Scope of Work

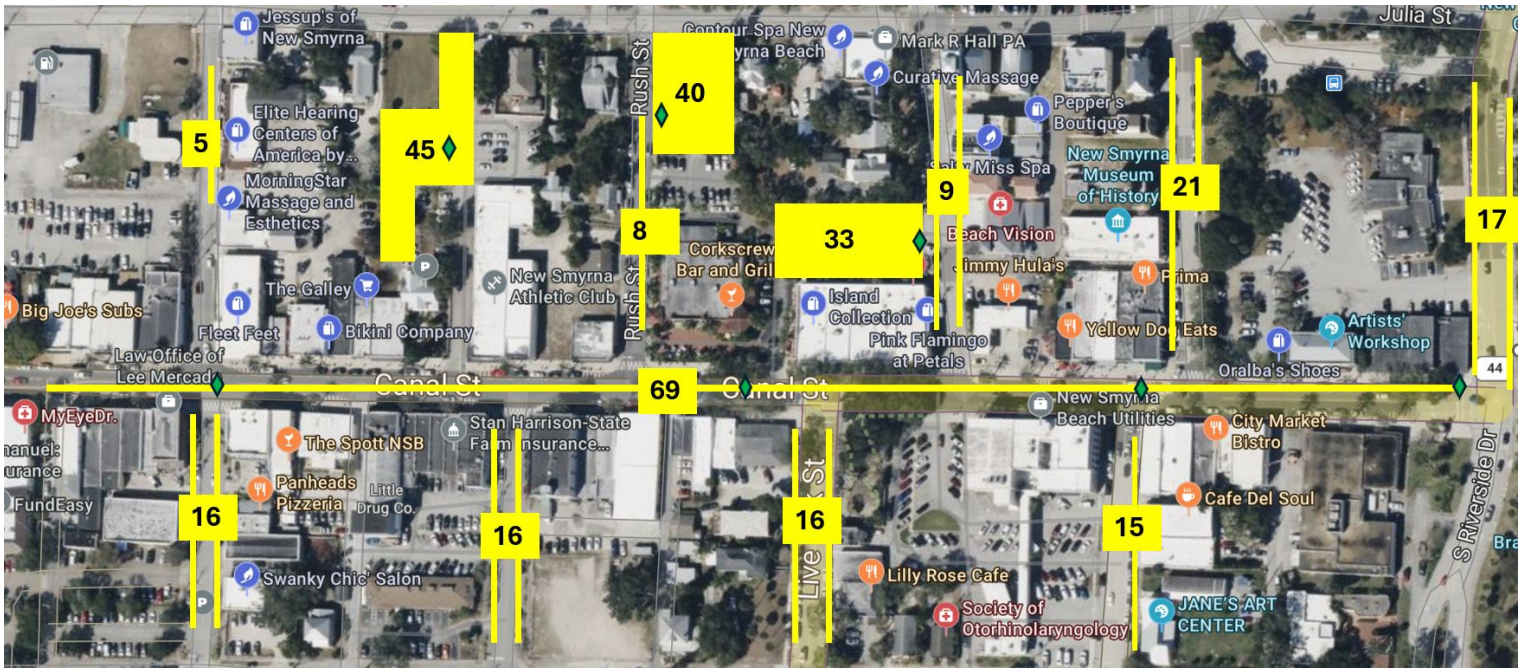
RISETEK is focused on delivering intelligent solutions for our public and private sector partners. Our teams customize solutions that provide real value for our partners, include the following specific three (3) solutions for this project:

As your technology partner, RISETEK will deploy both surface and flush mount sensor technology solutions, highly rated for their occupancy expertise, for 2 designated areas, Flagler Avenue & Canal Street within New Smyrna Beach.

Canal Street Area

A total of 310 Surface Mount Sensors visualized in yellow lines, will be installed on Canal Street, side streets and 3 surface lots utilizing up to seven (7) Gateways throughout the area visualized as green diamonds on the map below. Gateways are installed on the city electrical poles powered 24/7 electricity within the poles.

A Digital Variable Messaging Sign (VMS) allowing for seven (7) lines of data, will be installed to DOT regulations on State Road 44 & South Myrtle Avenue. The VMS will be solar powered with cellular communication.

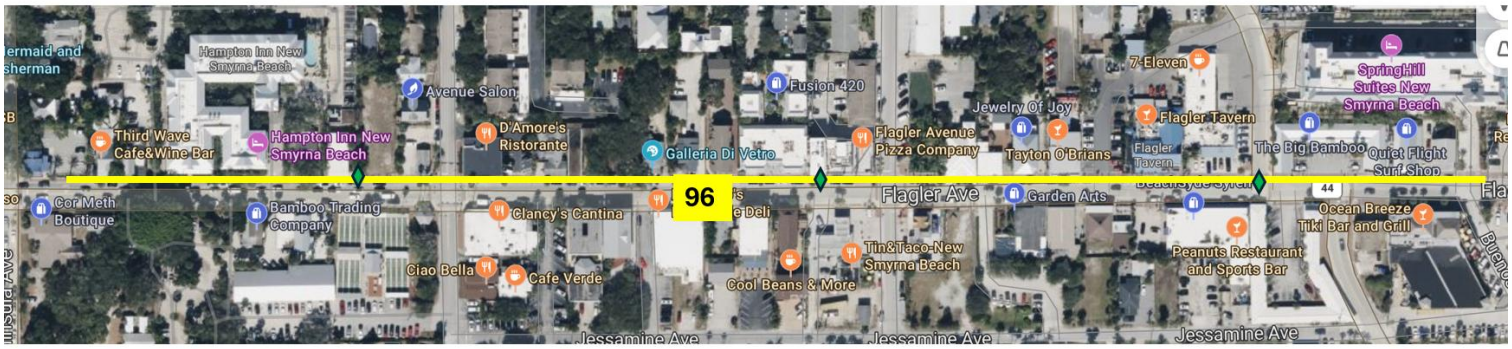


Flagler Avenue Area

A total of 211 Flush Mount Sensors will be installed on Flagler Avenue, Clancy Lot and Esther Park Lot utilizing up to Five (5) Gateways throughout the area. Our team will core drill 6" holes, approximately ¾" into the pavement at each sensor location for the sensors to sit inside. Gateways are installed on the city electrical poles powered 24/7 electricity within the poles.

A Digital Variable Messaging Sign (VMS) allowing for three (3) lines of data, will be installed to DOT regulations on State Road 44 (North Causeway) on city property (city park) right before the intercoastal bridge. The VMS will be powered by city provided electricity with cellular communication.

If necessary, RISETEK may decide to use solar & cellular connectivity to power gateways with an added cost to the proposed pricing structure. **VERGE will provide the visualization and reporting functionality as specified in the *"Sensor Metrics Provided by RISETEK in VERGE"* section of the proposal.**







Proposed Technologies

Nwave Smart Parking Sensors

Nwave is a smart parking technology company that developed a revolutionary market – leading wireless parking management solution to help public and private sector partners and parking asset operations streamline their processes. **Nwave's team leverages their own previous on - the - ground experience as parking solution integrators – to bring to market a product that truly meets and exceeds the demands of end users and parking system integrators – both in terms of technology accuracy, reliability, and functionality as well as ease of solution's installation and data/API integration.** Nwave has been exclusively focused on designing, production, testing and improving its ground sensor technology since 2013 – bringing the best science, manufacturing, and quality – control processes together to result in the G4 flush mounted occupancy parking sensor.

RISETEK and Nwave believe the future of cities and universities will include effectively deploying the Internet of Things (IoT) and using existing data and analytics to create scalable efficiencies. **Together, RISETEK and Nwave take pride in standing among IoT pioneers and offering wireless networks, cloud services, and innovative parking sensors that are forever changing the parking landscape.**

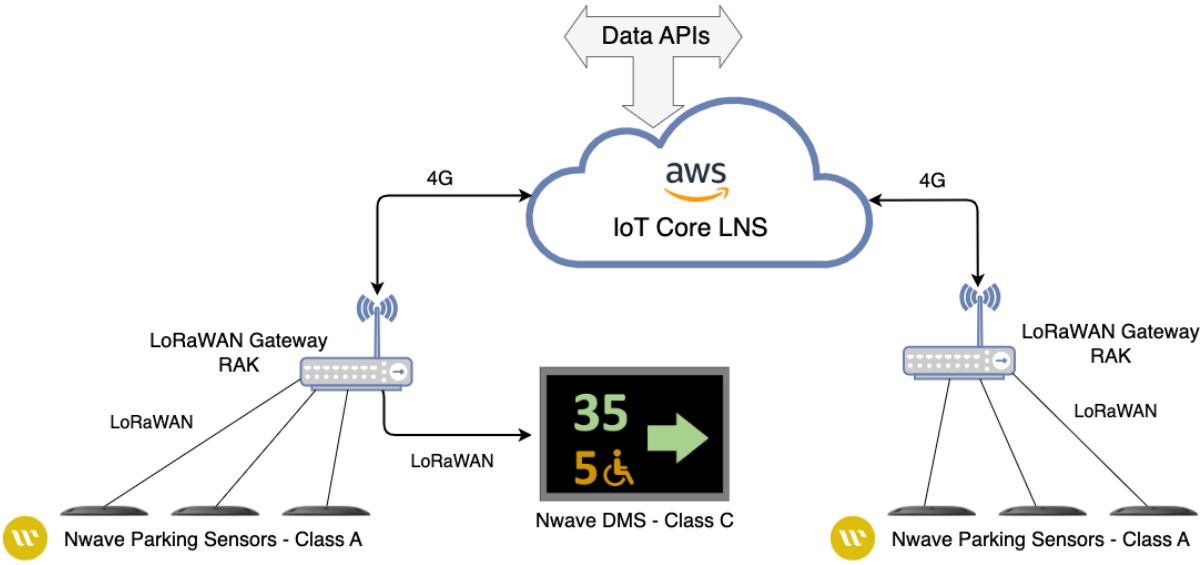
RISETEK understands the importance of this project for New Smyrna Beach and the level of investment being made.

Nwave LoRaWan Network Service

Nwave has a proven track record of providing scalable managed LoRaWAN network service for parking and broader IoT applications. One of the most recent examples is the car counting project in the City of Greenville, SC. After a three months successful pilot in one garage, in July 2023, 12 gateways were deployed to connect 10 garages. This managed LoRaWAN network records up to 10,000 parking vehicles daily (20,000 parking events). The LNS service with real-time monitoring in place had no recorded downtime, meaning the 100% availability to date.

Proposed LoRaWAN network architecture for New Smyrna Beach consists of three standard blocks:

1. End devices:
    a. Nwave's surface mount parking sensors NPS-4.5 (Class A Device)
2. Gateways: WisGate Edge Pro v.2 – 16-channel telecom grade gateway by RAKwireless
3. Network Server (LNS): based on AWS IoT Core for LoRaWAN, a fully managed enterprise grade LoRaWAN Network Server (LNS) for connecting, managing, and securing LoRaWAN devices at scale.



Incorporating this advanced but well proven network architecture will allow New Smyrna Beach to leverage the latest in LoRaWAN technology, offering a scalable, secure, and efficient solution for real-time parking management that can be easily expanded to other non-parking IoT applications due to open LoRaWAN standard.

Nwave's Cloud based device management system manages automatic firmware updates and provides high flexibility of the entire network architecture management, including remote change of Network Server provider.
Three major LoRaWAN Network Server providers are supported:

1. AWS IoT Core
2. TTN / TTI v.3
3. ChirpStack

The AWS IoT Core for LoRaWAN is proposed due to their highest availability standard: 99.9% (or greater) annual uptime which provides a solid foundation for meeting high service availability targets.

Although, network wide outages are extremely unlikely, the individual gateways, being "the edge" equipment, may be more prone to outages due to local power cut-offs. We have a near real-time notification system of email alerts, configurable to 5, 20 or 60min maximum latency of notifications.

In addition to that, each gateway has a small UPS (uninterrupted power supply) system allowing it to run for up to 3 minutes in case of abrupt power cut. If power is not restored quickly, a notification of the power outage is sent to the cloud based device management system and initiates graceful shutdown, minimizing the damage to operating system and the hardware.

LoRaWAN Network Service Expandability:

1. New gateways of all major LoRaWAN gateway vendor can be securely added to the proposed network, over 10 gateways vendors currently support AWS IoT for LoRaWAN. The gateways

provisioning is well documented for each gateway vendor: server URL and Port, Trust CA & TLS certificates, Client Key.

2. New parking sensors and DMS Controllers: can be added via secure Over-The-Air Activation (OTAA) method. OTAA is the more secure activation method. The device's 128-bit AppKey is uploaded to network server along with other LoRaWAN configuration parameters.

As one of the pioneers of low power wide range networks (LPWAN), Nwave has a deep technical understanding of large scale LPWAN networks deployment and optimisation.

The use of LoRaWAN 1.03 enhances the network's functionality, providing a robust foundation for the deployment of smart parking systems that can adapt to the evolving demands of city transportation infrastructure.

Single Space Surface Mount Sensors

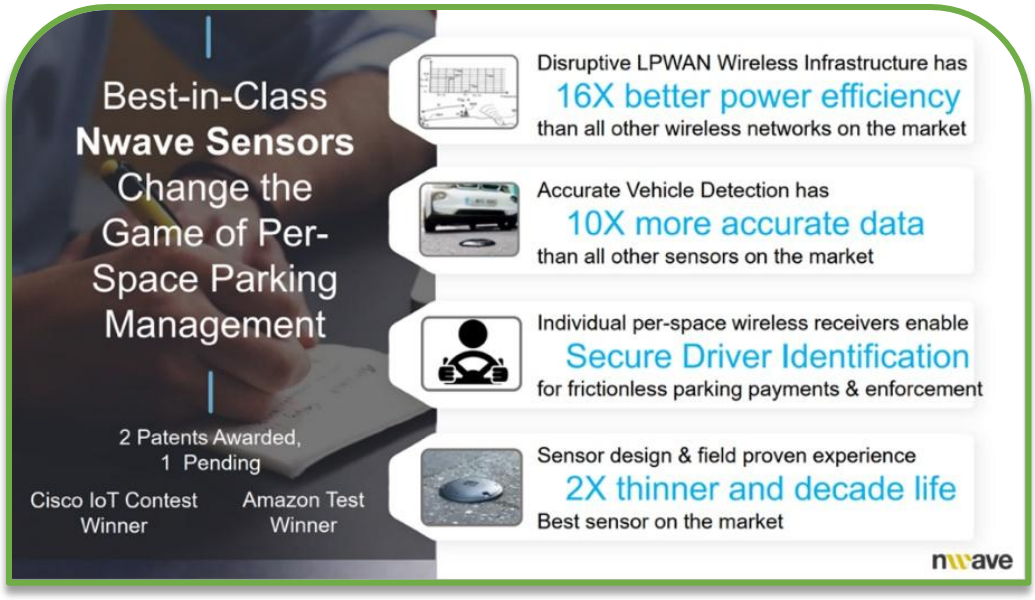
Nwave's NPS-4.5 is a LoRaWAN Class-A device supporting 1.0.2 and 1.0.3 protocol versions. It has Bluetooth Low Energy (BLE) 5.1 support with backwards compatibility down to version 4.0.
The device is FCC certified both for US LoRaWAN (902-928MHz) and BLE (2.4-2.48GHz) radio communication. FCC ID 2ADCZ-NPS-4-5.

The Nwave surface mount sensors are an optimal solution for monitoring space occupancy in both on – and off – street of New Smyrna Beach parking spaces.



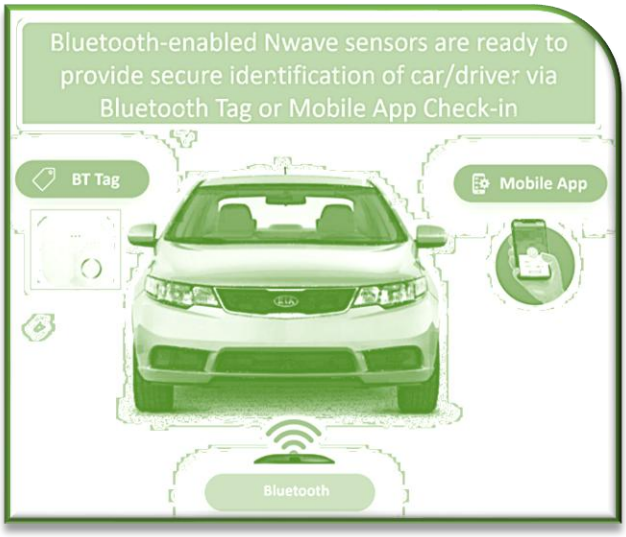
Nwave Surface Mount Base

Furthermore, Nwave sensors are an ideal technology to monitor and enforce special use spaces, such as short – term parking spaces, loading zones, and specific use spaces for TNC (Uber, Lyft, etc.) or EV charging stations. Monitoring the length of stay of vehicles can be tied to time limit enforcement efforts. The New Smyrna Beach team can use accurate real time space availability for way-finding and dynamic pricing programs. **Vehicle occupancy and duration of stay data can be integrated with other technologies to create operational intelligence for New Smyrna Beach's project.**



- High **detection accuracy** (99.9% vs. avg. of 95%)
- Long **battery life** (up to 10 years vs. avg. of 5 years)
- Long **range** (up to 3 mi (5 km) in the open vs. avg. of max 0.2-0.7 mi)
- Fast occupancy **detection time** (5 sec vs. avg. 30-40 sec)
- **Surface-mount** design (fast adhesive installation, no pavement drilling)
- **Thin/low profile** (3/4" (20mm) thick vs. avg 1 3/8"-1 5/8" (35-40mm))
- Bluetooth **SDI function** (unique) – advanced parking experiences
- Summary: **low-profile** wireless sensors leveraging **multiple detection technologies** to achieve exceptional performance even under the most **challenging conditions**: high-clearance vehicles, small vehicles, electric vehicles, bad weather (rain, dirt, snow)

Nwave's G4 parking sensors RISETEK offers the New Smyrna Beach can also sync a vehicle to an individual sensor through Bluetooth connectivity. Parking spaces can be reserved for specific vehicles either by issuing a Bluetooth tag or registering the vehicle using any WiFi connected smart device.



Battery Life and Latency Performance

Nwave has implemented an advanced battery power supply system within our sensors, featuring a robust 18,500 mAh capacity. This substantial capacity, coupled with state-of-the art integration of three distinct sensing technologies, guarantees an unparalleled battery life that stands out even under the most demanding conditions.

Nwave sensors excel even in the most challenging environments: the areas with short term parking patterns and with weak LoRaWAN signal coverage. Our design still ensures reliable performance and longevity, capable of sustaining up to 10 years of operation with an average of 20 parked cars per day. This equates to transmitting over 40 messages daily at the highest LoRaWAN US spreading factor (SF10). Thereby significantly exceeding the typical usage scenarios envisaged at New Smyrna Beach city.

Moreover, **Nwave's system also excels in rapid detection and communication, with a maximum detection latency—including the time taken for the LoRaWAN uplink message—of under 7 seconds. This performance is more than four times faster than the traditional sensors of 30 seconds,** setting a new standard for efficiency in real-time parking management systems.
This combination of extended battery life and swift communication not only meets but substantially surpasses New Smyrna Beach's requirements, ensuring that the parking sensor system is both durable and highly responsive.

Detection Accuracy

In addition to the outstanding combination long battery life and quickest vehicle detection time, Nwave's sensor deliver market leading performance in the most important metric for single space sensors – detection accuracy. It was perfected over 5 generations of Nwave's hardware (first generation product was released in 2014) and many hundreds of firmware revisions.

In our extensive experience exceeding 10 years in the field, we've found that the best magnetometers alone do not achieve 98% accuracy due to their limitations, and radar sensors, while useful, consume substantial power and perform suboptimally in wet conditions, as a film of water can block the radar signal. Moreover, radar sensors often need larger battery capacities due to their high-power consumption, which can require more invasive installation procedures such as drilling into road surfaces (flush mount) even when heavy snow ploughing is not concern.

To address these challenges, **Nwave has developed a sophisticated detection mechanism that combines three different sensor technologies: a magnetometer, ambient and IR light sensors, and a power-efficient inductive sensor**. This triad approach allows for rapid initial detection of parking events by the light sensors and magnetometer, with final validation performed by the inductive sensor, which reliably detects metallic and conductive objects in all weather conditions without the drawbacks of radar technology.

Our multi-sensor fusion not only achieves an optimal balance of high accuracy and low latency but also ensures efficient power usage, significantly extending battery life even in high-traffic areas with potential magnetic interference, such as near EV chargers. We confidently meet the RFP's stringent requirement of 99.7% detection accuracy, a claim supported by robust statistical analysis based on tens of thousands of data points.

Surface Mount Sensor Advantages:



Nwave Surface Mount Base

Model NPS-4.5-SM-W

1. **Safety and Visibility:** Our surface mount sensors are designed with a thin profile to minimize tripping hazards, significantly enhancing pedestrian safety.
2. **Proven Safety Record:** With over 27,000 sensors installed to date, no tripping or injury incidents have been reported even with our standard black colored bracket.
3. **Ease of Installation:** Nwave's surface mount sensors are designed for straightforward and efficient installation, requiring no specialized skills or drilling equipment. This user-friendly design has enabled successful self-installations across various Nwave deployments, including by students and staff in enterprise environments, without the need for specialized contractors. This simplicity accelerates deployment and reduces installation costs, making it an ideal choice for dynamic city settings like New Smyrna Beach.
4. **Durability:** Nwave's surface mount sensors are exceptionally robust, designed to withstand not only typical city vehicle traffic but also the stress of full-sized buses and heavily loaded trucks. Each sensor is capable of enduring loads up to approximately 11,000 pounds (5 metric tons), ensuring reliable performance even under the most demanding conditions.

Flush Mount Sensor Advantages:



Nwave Flush Mount Base

Model NPS-4.5-FM-W

1. **Safety and Visibility:** Nwave's flush mount sensors are designed to sit slightly recessed into the bituminous to minimize sweeper, bucket or plow damage (sand removal) that would otherwise ruin or remove surface mount models.
2. **Proven Safety Record:** With over 27,000 sensors installed to date, no tripping or injury incidents have been reported even with our standard black colored bracket.
3. **Durability:** Nwave's flush mount sensors are exceptionally robust, designed to withstand not only typical city vehicle traffic but also the stress of full-sized buses and heavily loaded trucks. Each sensor is capable of enduring loads up to approximately 11,000 pounds (5 metric tons), ensuring reliable performance even under the most demanding conditions.

RISETEK is committed to delivering a parking sensor solution exceeding New Smyrna Beach's operational requirements and aesthetic values, enhancing both the functionality and safety of its parking infrastructure.

LoRaWAN Gateways

We propose a proven telecom grade gateway by RAKwireless - WisGate Edge Pro v.2 (16-channel).

RAKwireless is an official AWS IoT solutions partner and has over 5,000 gateways deployed in the US. Proposed solution architecture is gateway agnostic and we can also offer gateways of other vendors, including Multitech, Browan, Larid, Tektelic, Kerlink.
WisGate Edge Pro v.2 gateway supports variety of power supply options:

- 120V AC
- PoE(Power over Ethernet): (IEEE 802.3af)
- dedicated DC power supply – 12VDC, 1A

It also has a built in LTE modem with a high gain antenna for reliable cellular Internet connection (4G). Supplied mounting bracket allows for streetlight pole and wall mount installation (both outdoor and indoor).
Other important features include:

- Built-in GPS (with a good antenna) for time synchronization and precise time-based operations
- 2.4GHz Wi-Fi for ease of configuration, diagnostics and potentially backup Internet connectivity option

Maximum Number of Sensors Supported

- Any 16-channel LoRaWAN gateway has the capacity to support 500 LoRaWAN single space sensors if they do not overload the payload with the excessive information. The gateway does not actually have any capacity limitations in terms of the number of end devices they can support. The capacity is measured in terms the message numbers it can receive. In US LoRaWAN reginal parameters terms, one short occupancy message does not take more than 200ms of air time of one channel (maximum SF10). This means that in real-world scenario with some variation of spreading factors from SF7 to SF10, 16-channel gateway can receive a few thousands of messages per minute and can clearly support 500 Nwave parking sensors communication.
- In the real-world city parking projects, the communication range is restricted by Gateway height installation. Gateways installed on top of tall buildings have more range than Gateways installed on light poles.
- Proposed WisGate Edge Pro v.2 is based on the latest SX1303 LoRa base band processor, providing best sensitivity (– 139 dBm min) and performance. It is manufactured in strict accordance to Semtech’s reference design and based on Nwave’s benchmarking second to none in terms of radio performance.

NWGW-LRWOUT- Base Station Specification Sheet

Main Specifications

Computing – MT7628, DDR2 RAM 128 MB	**Ingress Protection** – IP67
Wi-Fi – 2.4 GHz (802.11b/g/n)	**Enclosure** – 240 x 240 x 82 mm (aluminium and plastic)
Cellular – EMEA LTE FDD: B1/B3/B7/B8/B20/B28A North America: LTE FDD: B2/B4/B5/B12/B13	**Power Supply** – PoE (IEEE 802.3af) - 37~57V DC 12V DC, 100 – 240V AC
Antenna – LoRa N-type connectors, LTE & Wi-Fi – internal	**Installation Method** – pole or wall mounting
Ethernet – RJ45 (10/100 M)	**Operating Temperature** -30 °C to +60 °C
Solar Power – dedicated solar power kit (panel, charger, battery) available upon request	



LoRaWAN Specification

Transmit Power	27 dBm (Max)
Receiver Sensitivity	-139 dBm (Min)
LoRaWAN Standard	1.03 class A, B, C
Number of Channels	8 or 16
Operating Modes	Packet forwarder, Basics Station
GPS	Yes
Communication Range	Up to 1 km / 0.6 mi Urban, up to 2 km / 1.25 mi in Rural
Communication Frequency	ISM bands – EU433/CN470/EU868/US915/AS923/AU915/IN865/KR920

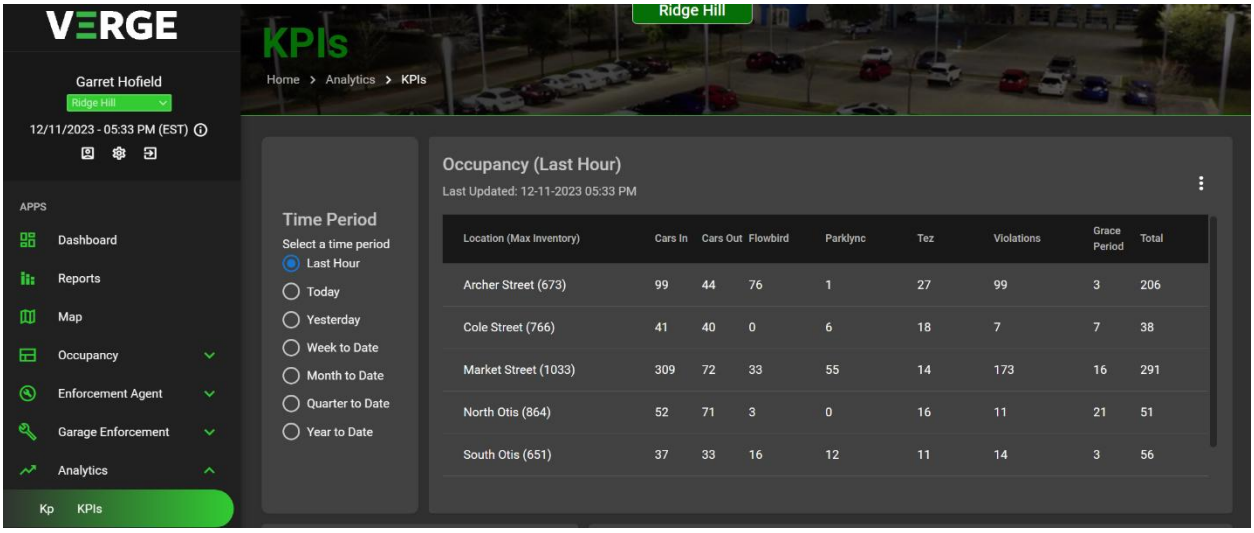
BI Parking Management

RISETEK's ability to integrate multiple technologies and aggregate data into one reporting and analytics platform makes us unique in the marketplace.

VERGE is the most powerful data aggregation, reporting and analytics platform in the parking industry. VERGE seamlessly integrates all key operational data sources—including license plate recognition (LPR), sensors, payment systems, permitting platforms, etc—into a unified system that automates core functions such as reporting, enforcement, and demand analysis. **The platform is designed to eliminate manual data work, surface real-time insights, and empower teams across operations, enforcement, and finance to act with speed and precision.**

Phase 1 of VERGE should the City of New Smyrna Beach partner with RISETEK, will aggregate the data from all of New Smyrna Beach's Nwave parking sensors providing a single cloud – based reporting solution for the City. VERGE allows for customized outcomes for any of your staff, from enforcement officers to managers. **VERGE will deliver New Smyrna Beach's sensor parking data through customizable real time dashboards allowing your staff to monitor and react to data trends and deviations quickly.**

All data collected from this project will be owned by New Smyrna Beach and will not be used for any other purpose without express permission. As the data collected from this project will be parking related with no personal information collected, we believe the disaster recovery threat to be very low here. **The only data that will be collected and stored is related to parking occupancy and duration of stay anonymous in nature.**



Phase 1 Parking Occupancy Reporting

Real time occupancy dashboards will allow New Smyrna Beach staff to parse through parking data by space, street/lot, zones or wholistically. **The team can use VERGE's comparison tools to see trends in**

New Smyrna Beach's data to accurately predict future utilization. VERGE will allow New Smyrna Beach to monitor dwell times over defined time periods. These valuable data points help indicate the effectiveness of a municipalities time limit ordinances and the impact of various enforcement staffing and policies.

Sensor Metrics Provided by RISETEK in Verge:

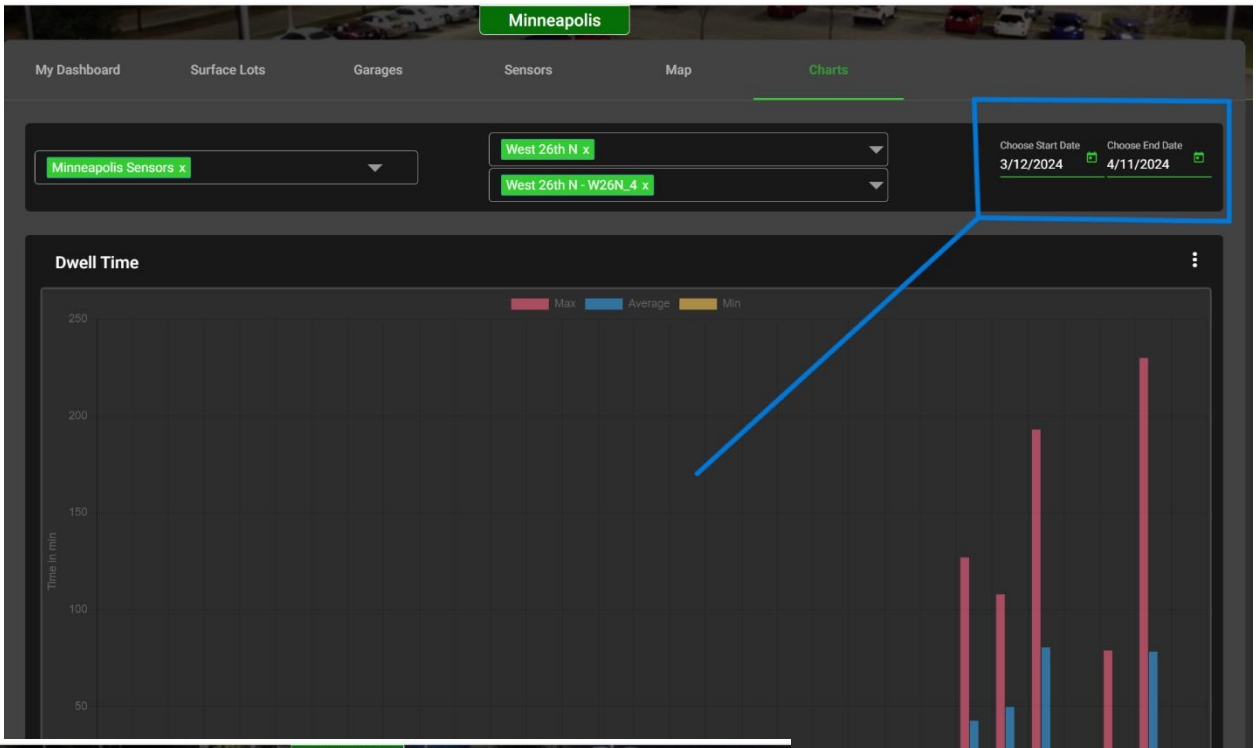
1. Current Occupancy
    a. Map Visualization – Live view of occupied or unoccupied spaces
    b. Graph View - Exportable to CSV and PNG

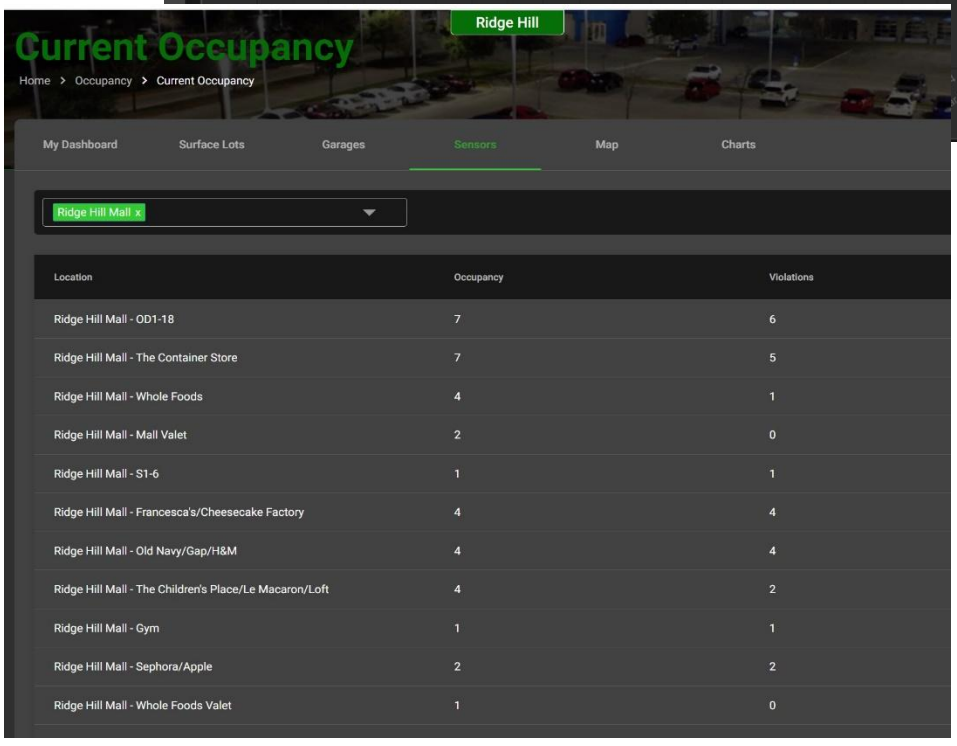
2. Peak Occupancy
    a. Graph View - Exportable to CSV and PNG
    b. Date Range - customer able to select date range.
    c. Time Range - Occupancy as "morning", "afternoon", "evening", "weekends", and "nights".

3. Total Occupancy
    a. Graph View - Exportable to CSV and PNG files
    b. Date Range - customer able to select date range
    c. Time Range - Occupancy as "morning", "afternoon", "evening", "weekends", and "nights".

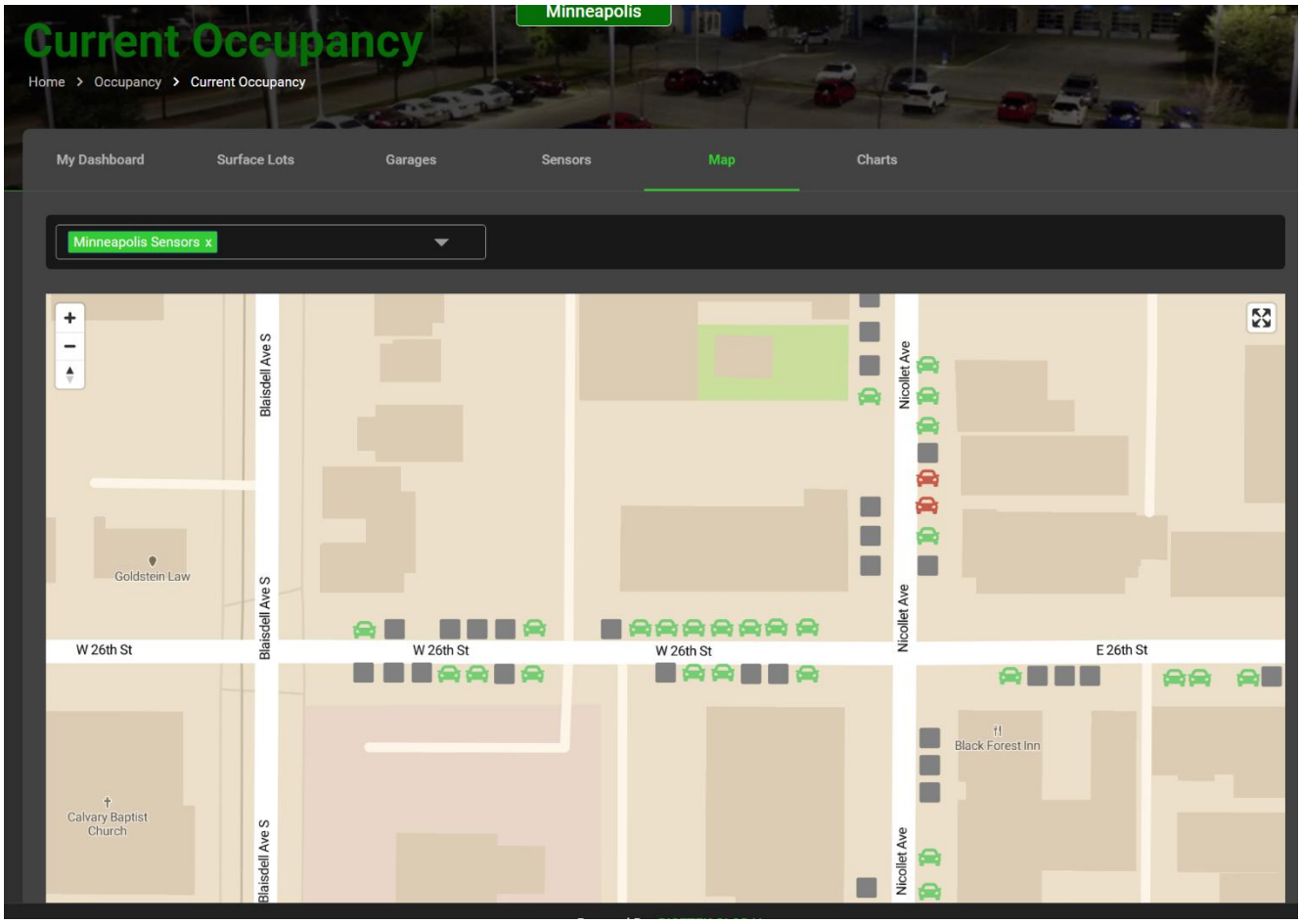
4. Enforcement
    a. Graph View - Duration of stay compliance, zone or individual sensor
    b. Map Visualization – Live view of occupied spaces, compliant or violation
    c. Configured enforcement alerts by zone, by set threshold by individual enforcement officer schedule(s)
    d. Exportable violation data to CSV and PNG files

5. Dwell Time
    a. Graph View - Exportable to CSV and PNG
    b. Date Range - customer able to select date range.
    c. Ave Time, Max Time and Min Time
    d. Time Range - Occupancy as "morning", "afternoon", "evening", "weekends", and "nights"





Location	Occupancy	Violations
Ridge Hill Mall - OD1-18	7	6
Ridge Hill Mall - The Container Store	7	5
Ridge Hill Mall - Whole Foods	4	1
Ridge Hill Mall - Mall Valet	2	0
Ridge Hill Mall - S1-6	1	1
Ridge Hill Mall - Francesca's/Cheesecake Factory	4	4
Ridge Hill Mall - Old Navy/Gap/H&M	4	4
Ridge Hill Mall - The Children's Place/Le Macaron/Loft	4	2
Ridge Hill Mall - Gym	1	1
Ridge Hill Mall - Sephora/Apple	2	2
Ridge Hill Mall - Whole Foods Valet	1	0



VERGE Reporting Possible Future Phase(s)

Our ability to integrate ALL of New Smyrna Beach's parking vendors in your smart parking system is our most important differentiator. There are many vendors that can provide your team with one of two integrated services; RISETEK offers your team so much more. RISETEK will leverage VERGE's capabilities to deliver New Smyrna Beach a custom solution that meets your integrated program needs.

Moreover, VERGE can eliminate the administrative burden of compiling financial and transaction reports from multiple systems for parking managers. **Simply put, VERGE will unleash the power of New Smyrna Beach's parking data and assist your leaders in making informed operational and policy decisions. Instead of New Smyrna Beach staff using time pulling together parking data, VERGE will allow your team to spend their time analyzing the City's information!** The long-term vision New Smyrna Beach stakeholders is to deploy VERGE 360 to aggregate all of New Smyrna Beach's parking data allowing for a single reporting solution for your entire parking ecosystem.

VERGE Reporting Your Way! VERGE provides each user the capability to design financial and transactional reports that are most helpful to your operation. Our report building tool is easy to use allowing you to pick the data, filter it, group it and visualize it in the format of your choosing. VERGE empowers each credentialed user to customize and create useful reports instead of giving you out of the box reports that may not work for your program.

VERGE 'One Click' Features for New Smyrna Beach

- **VERGE offers 'one click' functions for extracting the dashboard data into a CSV file (Excel) for additional manipulations or to include another report.**
- **New Smyrna Beach users can also download the image of a dashboard for use in presentations or reports.**
- **Dashboards can be shared, added, or deleted as needed.**

Why are VERGE's reporting tools a big value add?

Reporting (both traditional reports like spreadsheets) and visualizations within similar products all require custom development time & money. RISETEK offers the only product that gives that power back to users. If a client has a custom report need, we don't have to rely on developers to deliver that. If client users have technically inclined staff, they too can become their own reporting warehouse. This is a tremendous opportunity value. Many technologies today offer canned reports, and for even simple requests often charge customers $5,000 or more with 30 days lead time to implement a custom request.

Digital Signs

Future proof your parking visualization using our preferred Web Enabled VMS signs. If Parking Operations decides to change parking technologies, no problem, New Smyrna's investment in these VMS signs doesn't go to waste. Ingest and adaptable to ANY & ALL parking technologies.

Intuitive User Interface: Save time with the ability to rapidly configure the display. Ultra-friendly, menu-based user interface that is similar in operation to most commercial programs.
Browser-based Interface: Providing maximum ease of use and operation. Users can manage their displays from a simple Web browser anywhere an internet connection can be found. No custom software needs to be installed to send messages, check status, or modify sign layouts.
Dynamic Sign Layouts: Provides unprecedented flexibility in how to display your information. Use a wide array of options for the number of zones and data elements. Multiple layouts may be used to convey all the information you desire.
Data Threshold Capabilities: Immediate, automated feedback based on your data. The on-board processor can be set to watch your data and compare it to preset thresholds to automatically alter the display and provide a visual alert when data changes or a threshold has been crossed.
Text, Graphics and Multiple Color Options: Configure messages easily with a word processor-style interface. Multiple font styles and colors are available to format messages. Bitmap images are easily imported and inserted into messages. Graphics and text may be configured with red, green or yellow colors. Full spectrum color available. Blinking and scrolling can add further visual impact.

Weatherproof: Operating temperatures of -20°F to 160°F. The displays are built to handle harsh environments. Completely solid state, no fans to push dirty air over the electronics. The non-glare windows can easily be replaced in the field if they become damaged by extended dust or chemical exposure.

Ultra-bright LED Technology: These signs offer 6.6mm+ pitch LEDs for optimal viewing and readability from a distance.

Conditions and Soft Logic: Change the look and feel of the display based on your data. Simply set up "conditions" and let logic change what and how the display shows information. Add impact and attention to what's important by enabling new layouts or messages.



Future consideration for off-street unpaved occupancy, not included in this proposal's pricing.

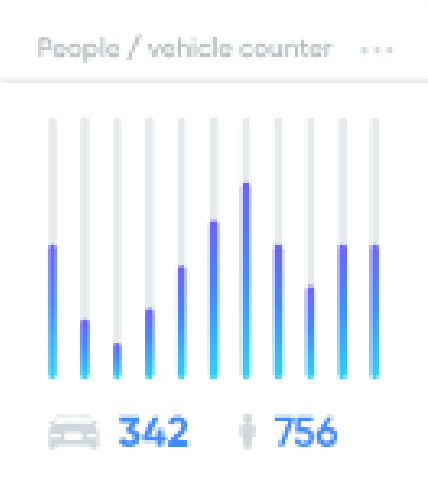
CamData Analytics –

As your technology partner, RISETEK proposes deploying RISETEK's CamData Analytics solution, highly rated for their occupancy expertise, at unpaved surface lots . The hardware/software will be a two-camera system, prefer 24/7 electric powered however may utilize solar power if necessary and cellular connectivity, one camera for each lane of traffic (entrance & exit). The solution will push real time vehicle counts or availability to mobile App's, Digital Signage, Websites, Social Media, etc.

As with any occupancy technology the number has a +/- inaccuracy of 3-5%, in the environment of the Beach Lot I would expect a 98% accuracy, the only caveat is if four wheelers, sidexsides or other utility vehicles used by Lifeguards or the police department are able to enter the Beach Lot but are able to transition on the beach from the lot without going through the exit, the accuracy will be impacted. The system is able to zero the occupancy out at a custom time/day interval or continue processing the counts 24/7/365.

CamData Analytics by RISETEK combines video monitoring, audience intelligence and space analytics solutions. Connect CamData software to your existing network camera infrastructure for a cost-effective solution to enhance the level of security while providing real time statistics on people/car counting, object detection, location occupancy, heatmaps, designated alarms and more. With a high ROI and a very fast payback time, our solution is used by municipalities, parking operators and universities/colleges.

Counting

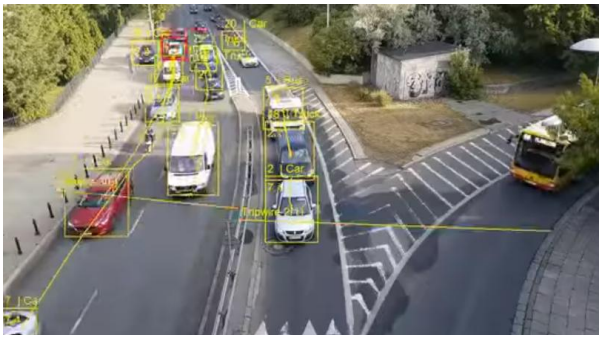


Counting vehicles or people is the most popular use case for CamData. The use of video analytics for auditing the number of vehicles/people who enter, exit or stay at parking garage/lot, retail store, sports complex or other premises.

Counting and differentiation can be done for cars, buses, bikes, vans, trucks, people or animals.

CamData has extensive capability to work with zones - this is useful for analyzing on street & off-street parking operations.

- Display zone occupancy in real time
- Understand dwell time of a zone,
- Acquire data on number of vehicles or people in a zone by day and time, etc.





Security Perimeter & Intrusion Protection:



Another popular use case for CamData is detecting objects and intrusions (live occupancy monitoring) with alarms or notifications for highly secure zones and perimeters.

Instant alerts trigger when a predefined capacity is reached, or a person's dwell time (loitering) exceeds the defined parameters.

Alerts may be sent to signage, emails, and/or webhooks. The webhook option is great when you want some custom action to take place – audio alarm, display alert on a screen, close entrance, notify an operator, etc.

With CamData, accurate alarms are generated in any weather conditions - snow, rain, etc., where regular video motion detectors will fail.

Night vision analytics is also supported by CamData a valuable tool for detecting objects on IR (infrared) cameras and thermal cameras.

Why CamData Analytics:

- Real time reporting of occupancy of garages and parking lots, areas being entered, loitering, as well as vehicle and pedestrian traffic.
- Heatmapping use of entrances / exits / common areas by vehicles and people to know how your facility is being utilized in order to adjust hours, staffing, etc.
- Dwelling alerts: People in an area too long or a car stuck at a gate.
- Ability to query reports of activity by hour, day, week, month, or a custom date range.
- Works with existing cameras from most IP camera manufacturers.

Warranty and Support

System Training

RISETEK will provide City of New Smyrna Beach staff with full training. The training sessions will be videotaped for future reference and training follow-up. A detailed user manual will be provided to the City following the training phase of the project that will support the training process. Additional virtual training will be provided as needed during the entire ”Proof of Concept” at no additional expense.

System Maintenance & Support



RISETEK is proposing a turnkey solution for the City of New Smyrna Beach to support the entire system during the full term of the agreement with an “annual warranty” option.

All repairs and maintenance are included in our “System Maintenance, Warranty & Support” pricing, excluding any damage resulting from acts of nature, vandalism, or third-party damage.

If repairs are required that are not covered under our proposed service plan, RISETEK will quote the repair work for City approval prior to performing such work.

Manufacturer One Year Warranty

Each equipment manufacturer provides a standard one – year warranty for their technology. RISETEK will manage the warranty work, including the labor component of the warranty specifications.

Pricing

Investment Summary		Total
Surface Mount Sensors		$67,425
Flush Mount		$45,893
Gateways		$23,040
Installation		$23,800
Core Drilling		$20,746
Sensor SaaS		$28,133
VMS Sign 6' x 5'		$32,441
VMS Sign 4' x 3'		$14,779
Solar Kit (1 VMS)		$4,895
Communication for Signs & Gateways		$6,336
VERGE BI Data Analytics Software		$21,500
Shipping		$4,945
Total Year One Investment		**$293,932**

Annual Recurring Fee(s)		Total
Sensor SaaS		$28,133
Communication for Signs & Gateways		$6,336
VERGE		$21,500
Optional Annual System Maint & Support		$12,000
Annual Recurring Fee(s) Total		**$67,969**

Total Investment for a 4 Year Term	**$497,839**

Stakeholder considerations:

- If the city chooses all surface mount sensors for the project, the price would be reduced by $20,746, eliminating the core drilling required for flush mount sensors.
- If the city provides electrical for the Variable Message Sign (VMS) for the State Road 44 & South Myrtle Avenue location (Canal Street Area) the price would be reduced by $4,895
- If the city desires to manage and support the equipment years 2-4, the price would be reduced by $12,000 annually or $36,000 over the term of the contract.

Addendum 1

Original Parking Occupancy Project Proposal – New Smyrna Beach sent to city on 8/15/2025.

Request on 10/31/2025 by Stephen Mendygral to expand the initial project footprint to include the “orange” circles (two lots highlighted below).

Addendum 1 Scope of Work

A total of 50 Surface Mount Sensors visualized in orange circles on maps, will be installed on the surface lots as described, SW corner of S. Orange Street & Downing Street plus the surface lot as described, NE corner of Canal Street & Sams Avenue utilizing existing Gateway within the original SOW. Gateways are installed on the city electrical poles powered 24/7 electricity within the poles.

23 space surface lot on SW corner of South Orange Street & Downing Street



27 space surface lot on the NE corner of Canal Street & Sams Avenue



Addendum 1 Pricing

Lot Expansion Investment Summary		Total
Surface Mount Sensors		$10,875
Gateways		$1,920
Installation		$7,000
Sensor SaaS		$3,078
Communication for Signs & Gateways		$576
Shipping		$575
Total Year One Investment		**$24,024**

Additional Annual Recurring Fee(s)		Total
Sensor SaaS		$3,078
Communication Gateway		$576
Annual Recurring Fee(s) Total		**$3,654**

Total Investment for a 4 Year Term	$34,986

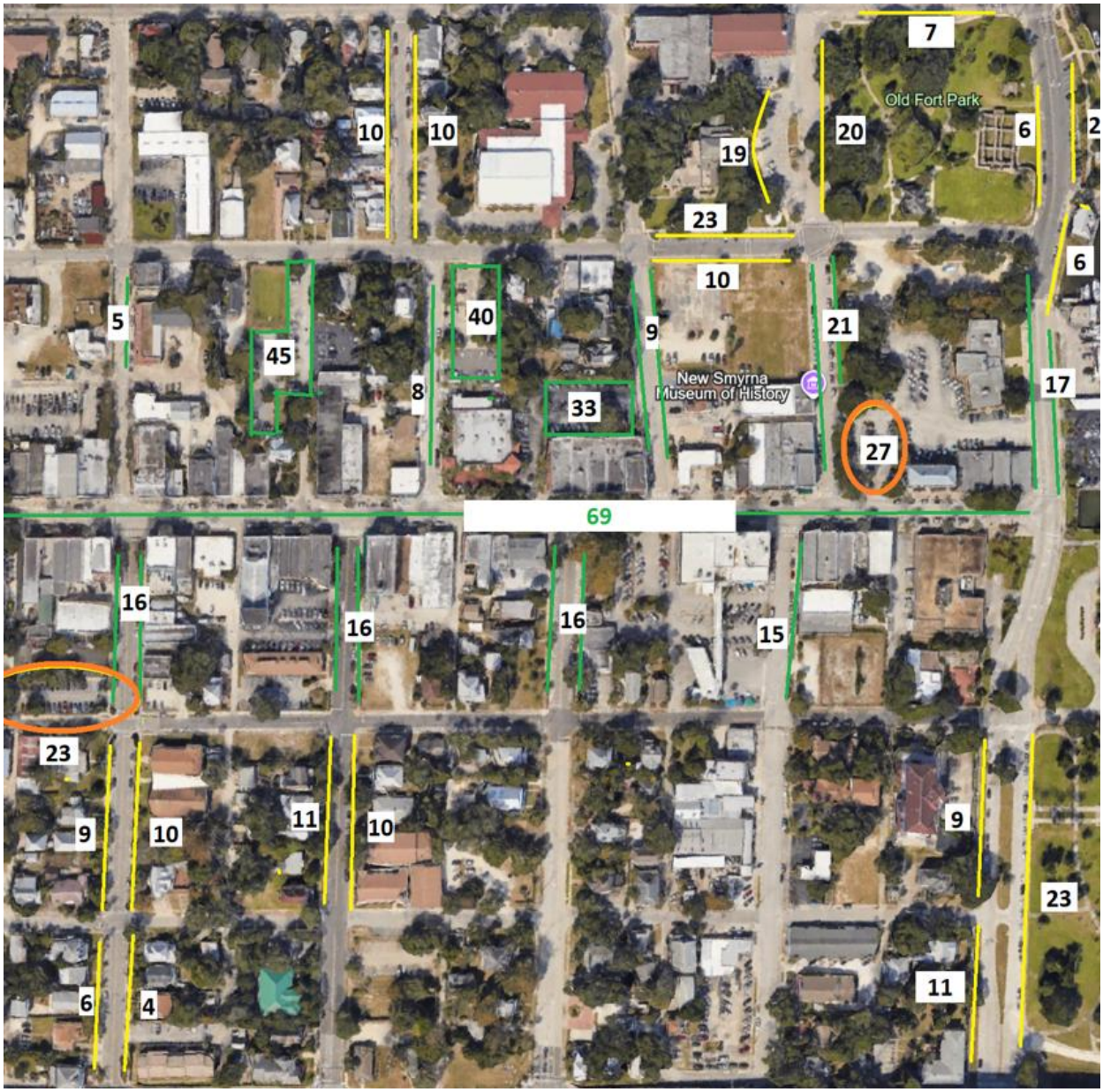
Addendum 2

Original Parking Occupancy Project Proposal – New Smyrna Beach sent to city on 8/15/2025.

Request on 10/31/2025 by Stephen Mendygral to expand the initial project footprint to include the on-street “yellow” areas. The goal is to cover the entire downtown area, rather than just the one-block sections north and south of Canal.

Addendum 2 Scope of Work

A total of 236 surface mount sensors visualized by yellow lines and up to nine (9) gateways, depending on redundancy requirement and final locations of gateways from original Scope of Work (SOW). As with the entire project, the gateway locations will require 120V power source. Gateways are installed on the city electrical poles powered 24/7 electricity within the poles.


7
Old Fort Park
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5
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21
45
8
New Smyrna
Museum of History
17
33
27
69
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11

Addendum 2 Pricing

Lot Expansion Investment Summary		Total
Surface Mount Sensors		$51,330
Gateways		$17,280
Installation		$21,520
Sensor SaaS		$14,528
Communication for Signs & Gateways		$5,184
Shipping		$4,485
Total Year One Investment		**$114,327**

Additional Annual Recurring Fee(s)		Total
Sensor SaaS		$14,528
Communication Gateway		$5,184
Annual Recurring Fee(s) Total		**$19,712**

Total Investment for a 4 Year Term	$173,464

City of New Smyrna Beach Wayfinding Application

December 4, 2025



RISE TEK GLOBAL

THE P PATH

SMART PARKING FINDER

Cover Letter

12/4/2025

Steve Mendygral , CPP
Director of Mobility and Parking
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168
(386) 410-2609 Office
(386) 538-3673 Cell
www.cityofnsb.com

Dear Steve:

RISETEK Global is excited to introduce The Park Path for the City of New Smyrna Beach.

RISETEK's partnership with The Park Path represents a shared commitment to delivering innovative, reliable, and user-friendly solutions that enhance the parking experience while creating measurable value for our partners. We believe The Park Path's strengths in wayfinding, real time alert capability and optional advertising module align seamlessly with New Smyrna Beach's occupancy and wayfinding objectives. We're excited about the opportunity to collaborate on this project and bring these complementary capabilities together to benefit both residents and visitors.

RISETEK's team has the experience and proven technology to deliver truly "smart parking" solutions that will not only deliver on the requested functionality but also positions New Smyrna Beach parking operation for future expansion, additional integrations, new technologies and scaling.

Our entire team is ready to work with the parking stakeholders within New Smyrna Beach to deliver the desired innovative and transformative smart parking ecosystem your group envisions. **We are very confident in our teams' abilities to provide a turnkey solution that meets or exceeds expectations.**

Sincerely,

Garrett P Hofeld
Vice President of Sales
RISETEK Global, LLC **(Federal EIN: 83-2952751)**
1140 Franklin Avenue , Suite 206
Garden City, New York 11530
ghofeld@RISETEKglobal.com
651-600-0631

Scope of Work

Enterprise Parking Wayfinding

- **Real-Time Occupancy Visualization:**
  Display live occupancy data on an interactive heat map, with each parking lot location identified by name, address, and available space count. On-street occupancy will be identified by each space or block zone, depending on feasibility.
- **Administrative Management Portal:**
  Provides centralized control for user management, location setup, branding, and the addition or removal of parking locations.
- **Traffic Alerts & Notifications:**
  Deliver push notifications to app users for traffic updates, closures, and emergency alerts. Integrates with local DOT and government traffic camera systems.
- **Turn-by-Turn Navigation:**
  Built-in navigation guides drivers to available parking locations efficiently.
- **Customer Support Access:**
  Integrated chatbot functionality provides user assistance and customer service directly through the app.

Advertising Revenue "Option"

- **Local Business Marketing:**
  Promote local businesses with advertising placements on the NSB-branded wayfinding app, creating recurring revenue opportunities while supporting the local business community and economy.
- **Configurable Ad Management:**
  Ad frequency, display intervals, and duration are fully configurable, allowing optimization of exposure and engagement based on agreement with local companies.

System Maintenance

RISETEK will provide comprehensive system maintenance and ongoing technical support to ensure reliability, performance, and continuous system uptime.

Training

RISETEK will deliver one **on-site** and one **virtual training session** as part of the initial implementation package. Additional training needs will be evaluated and addressed based on operational requirements. Additional training fees may apply.

Pricing

Investment Summary	Total
Project Implementation	$3,750
Module 1 - Enterprise Parking Wayfinding City Development	$2,500
Module 2 - Integrate Data Analytics in VERGE	$2,500
Annual SaaS Year 1	$21,000
Total Year One Investment	**$29,750**

Annual Recurring Renewal Fee	Total
Enterprise Parking Wayfinding	$26,400

Total Investment for a 4 Year Term	$108,950

* All prices include adding/subtracting as many locations/zones/streets in NSB.
* Prices do not include any fees associated with platform hosting
* Project terms is 48 months, congruent with the sensor project
* Advertising Revenue Stream is an option. Advertising module is not included in pricing.

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

CONDUCT A QUASI-JUDICIAL PUBLIC HEARING TO CONSIDER APPLICATION NO. HTR-1-26 - HISTORIC TREE REMOVAL OF THREE (40", 41", AND 45" DBH) TREES ON THE COMMERCIAL PROPERTY FOR GBT REALTY CORPORATION AT 507 SOUTH MYRTLE AVENUE.

February 24, 2026

Background:

Applicant: Scott Cole, GBT Realty, 9010 Overlook Blvd. Brentwood, TN. 32027

Property Owner: NBS 103 Development, LLC., Houston, TX. 77055

Request: Approval to remove three (40", 41", and 45" DBH) historic trees

Site Information: The subject property includes an 11.37-acre portion of commercial parcel PID 741923000041 located on the south side of State Road 44, West of the railroad, and zoned I-1 Light Industrial District.

Tax ID #: 11.37-acre portion of 7419-23-00-0041

Exhibits

Exhibit A: Location Map

Exhibit B: Aerial Map

Exhibit C: Arborist Report

Exhibit D: Photos

Exhibit E: Sprouts Shopping Center Proposal
Exhibit F: Applicant Request Letter

Findings:
The subject trees are all Live Oaks (Quercus virginiana) located within the footprint of the proposed commercial development - two of which (H1 & H6) have been identified as

being in "poor" health condition. The City LDR classifies any tree 36" DBH or greater as a Historic Tree, which requires City Commission approval for removal. Section 604.051. *Tree preservation*, of the City's LDR states Historic Trees in all zoning districts shall be removed only upon a tree removal permit granted by the city commission at a quasi-judicial public hearing, after a finding that the evidence presented is more compelling for the removal of the historic tree than for it to remain.

Petitioners wishing to obtain a permit for Historic Tree removal must show the following:

i. The tree is currently damaging or is posing an imminent danger to an existing structure; or
ii. The tree is damaging and/or interfering with the installation, operation, and/or maintenance of existing or proposed public infrastructure; or
iii. The tree is dead, diseased, structurally unsound, or severely injured such that the tree is likely to die within two years; or
iv. Other extraordinary circumstance or hardship where the applicant has demonstrated that no other feasible option exists to preserve the tree.

The applicant has submitted request for approval to remove the subject trees with the intent of constructing the commercial shopping center. As noted in **Exhibit C,** the arborist report prepared by Don Spence, Ph.D., Board Certified Master Arborist FL-1341B, two of the Live Oaks requested for removal should be considered in poor health, and one was deemed as healthy. Below is an assessment of the 3 Historic Trees proposed for removal with labels coordinating with the conceptual Site Plan attached as **Exhibit E**.

Tree H1
Species: Live Oak (Quercus virginiana)
DBH: 41"
Condition: Poor
Observations:

- Canopy is absent
- Minimal remaining scaffolding branches
- Declining structural integrity
- Per Arborist, this tree will never recover due to its degraded condition

Staff Determination: Meets LDR criterion (iii) - dead, dying, or diseased
Mitigation Requirement: None (exempt due to condition)

Tree H6
Species: Live Oak (Quercus virginiana)
DBH: 40"
Condition: Poor
Observations:

- Approximately 65% canopy loss due to storm events
- Remaining limbs exhibit structural damage
- Sparse foliage indicating continued decline
- Per Arborist, this tree will never have full canopy (vital for nutrient collection) again

Staff Determination: Meets LDR criterion (iii) - dead, dying, or diseased
Mitigation Requirement: None (exempt due to condition)

Tree H7
Species: Live Oak (Quercus virginiana)
DBH: 45"
Condition: Good / Healthy
Observations:

- Structurally sound
- Full canopy with no visible disease
- Arborist cites due to design constraints explored, there is no way to protect critical roots to ensure health

Staff Determination:

- Does not meet criteria (i) - (iii)
- Considered under criterion (iv) - extraordinary hardship / no feasible alternative

Mitigation Requirement: 1/10 CSSI dependent upon total trees preserved

Site Plan Layout and Development Constraints
The proposed site plan places the three subject Historic Trees within the buildable footprint of the development, specifically in areas required for:

- Primary site access
- Internal vehicular circulation
- Truck routing and service access
- LDR required parking and fire access

Grading and Stormwater Requirements
According to the applicant's engineering analysis:

- The site must be raised to comply with St. Johns River Water Management District (SJRWMD) stormwater treatment and nutrient removal standards.
- Existing soil conditions and groundwater elevations limit flexibility in stormwater system placement.
- Stormwater exfiltration and treatment systems require consistent slopes and unobstructed subsurface areas.

Preservation of Tree H7 within the development footprint would necessitate:

- Significant redesign of stormwater infrastructure
- Localized grade gaps incompatible with drainage performance

- Increased risk of ponding, system failure, or non-compliance with SJRWMD permitting requirements

Alternative Configuration Analysis
The applicant and design team evaluated multiple site plan iterations to avoid Historic Tree removal, including:

- Shifting building pads
- Reconfiguring parking alignment
- Modifying drive aisles and truck circulation routes

Findings
Any attempt to preserve Tree H7 would displace circulation and infrastructure, resulting in:

- Inadequate vehicular turning radii
- Reduced emergency access
- Non-compliant parking layouts

Reconfiguration to save Tree H7 would encroach upon other Historic Trees, leading to:

- Removal of at least one additional Historic Tree, and potentially more
- Root zone impacts from grading and stormwater infrastructure would likely compromise tree viability even if nominally preserved

As such, the current layout represents the least impactful configuration, minimizing Historic Tree loss while maintaining compliance with zoning, engineering, and life-safety requirements. Other trees within the site boundaries that can be seen on the **Exhibit E** site proposal which are not currently being considered for removal by the applicant include 45 specimen trees and 5 more historic trees. To offset impacts of tree removal, the applicant has designed its site to exceed LDR requirements for open space and landscaped area.

Recommendation:
Staff recommends approval for the removal of the three historic trees proposed based on the criteria having been met. This approval should be applied with the condition that appropriate re-zoning and future land use amendments, as well as the final site plan for the shopping center must still gain approval prior to removal of trees. If the Commission chooses to approve removal of the Historic Trees, staff suggests the mitigation of each tree be met as calculated in this report.

- Trees H1 and H6 clearly meet LDR criterion (iii) due to poor health and structural failure.
- Tree H7, while healthy, meets LDR criterion (iv) due to extraordinary hardship, as:
    - No feasible site configuration exists that preserves the tree

- Preservation would result in the loss of additional Historic Trees
- Engineering, circulation, and stormwater requirements may not be met otherwise

The proposed plan represents a balance, minimizing Historic Tree removal while preserving the maximum number of significant trees and ensuring compliance with City and other required permitting agencies' regulations.

Fiscal Analysis:
N/A

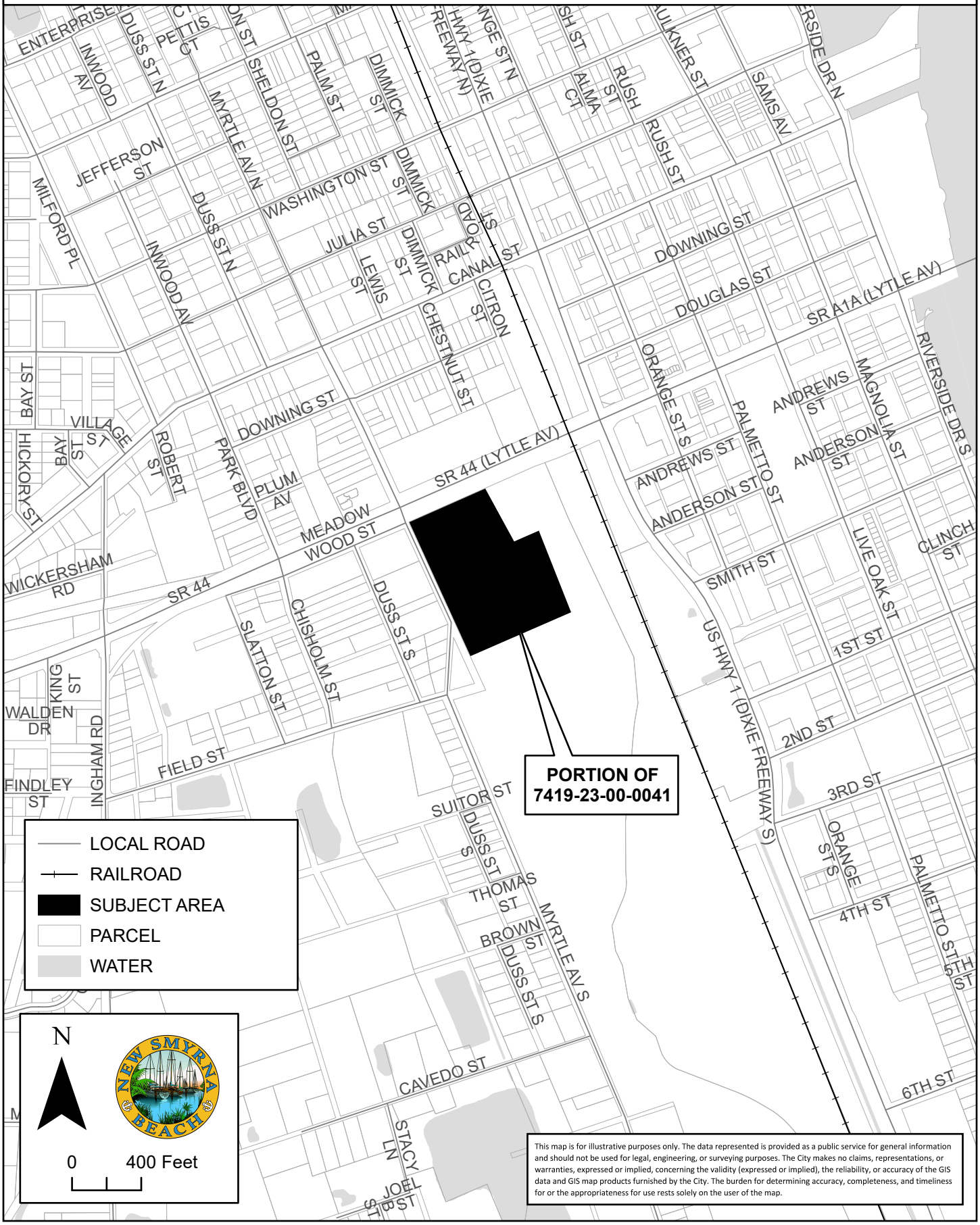
Strategic Plan Item:
No

Staff Report Created By: Channing Maiolo

Attachments:

EXHIBIT A. LOCATION MAP
EXHIBIT B. AERIAL MAP
EXHIBIT C. ARBORIST REPORT
EXHIBIT D. PHOTOS
EXHIBIT E. SPROUTS SHOPPING CENTER PROPOSAL
EXHIBIT F. APPLICANT REQUEST LETTER

HTR-01-26: 507 S. MYRTLE AVENUE
LOCATION MAP



HTR-01-26: 507 S. MYRTLE AVENUE
AERIAL MAP



This map is for illustrative purposes only. The data represented is provided as a public service for general information and should not be used for legal, engineering, or surveying purposes. The City makes no claims, representations, or warranties, expressed or implied, concerning the validity (expressed or implied), the reliability, or accuracy of the GIS data and GIS map products furnished by the City. The burden for determining accuracy, completeness, and timeliness for or the appropriateness for use rests solely on the user of the map.

Updated Historic Tree Assessments

New Smyrna Beach, FL.

Prepared for:

GBT Realty Corporation.

9010 Overlook Boulevard,
Brentwood, TN 37027



Native Florida Landscapes, LLC

Environmental, Native Plant Design & Vegetation Consulting
P.O. Box 1376, St. Augustine, FL., 32085
386-235-0404 donaldjspence@gmail.com

February 2026

Don Spence, Ph.D., Board Certified Master Arborist FL-1341B
Principal Scientist

Supplemental Historic Tree Report

Native Florida Landscapes, LLC is a licensed and insured contractor specializing in health assessment of trees. Native Florida Landscapes employs a Board Certified Master Arborist (FL-1341B, TRAQ certification, Ph.D. in Plant Pathology) and strives to provide the best and most accurate tree consulting service possible.

In a report dated January 8, 2026, I outlined the general condition of the eight historic trees (Table 1) on the project site located at the corner of Myrtle Avenue and SR 44 in New Smyrna Beach, FL, Figure 1. This supplemental historic tree report will address the health of the two historic trees in decline (#s 1 & 6) and Historic Tree #7 (Figure 2). In the January 2026 report, I provide photos of the trees in a state of decline, Historic Trees 1, 6, and 7. Photos of these trees have also been provided below.

Historic Tree 1 has no chance of ever being a healthy tree again. Historic Tree 1 has very few leaves in the canopy, and no meaningful scaffolding branches, branches that support a tree's canopy. As can be seen in Figures 3 & 3a, there is no canopy present. The trunk has two major cavities. This tree has very few leaves, which means that the tree has no way to transpire water and that the water and nutrient conducting cells (the vascular cambium) are essentially dead. Whatever environmental conditions (i.e., creation of the bike path or limb removal due to the powerlines) led to this condition, a tree in this condition no longer has the ability to move water from the soil into the upper branches, which is why there are no scaffolding or small branches in the canopy. This tree will never recover due to its degraded condition.

Historic Tree #6 has lost two-thirds of its canopy (Figures 4 & 4a), most likely due to storm events. Percentage-wise, the tree has lost 65% of its overall canopy spread. In Figure 4, I have placed two circles, which represent the two major vertical trunks that would have supported the north and eastern portion of the canopy. In Figure 4, at the location of the arrow, the tree has an eight-foot line of decay, which is the result of the broken trunk. A tree (or any plant) without leaves means that the water-conducting cells are no longer connected to the roots and that the tissue inside the trees are dead or dying. Without water, cells die, and with trunk diameters of this size, it is not possible for a tree to regrow cells at this state of decay. The living portion of the tree

would likely live for many more years, but due to the decay that has degraded the trunk, this tree will never have a full canopy again. With the decay and dead tissue present on the northeast side of the tree, the living tree trunks to the south no longer have structural support from living tissue on the north side of the tree. The result of this condition is that the living trunks could breakaway from the rest of the tree.

Historic Tree #7 is a healthy tree (Figure 5); however, the Petitioner has had to design a stormwater infiltration system underneath the parking area, illustrated in Figure 2. In the stormwater engineering plan, the engineer has designed the stormwater infiltration system to meet state and local requirements, which means that the roots of the tree would be in the way. Due to the grading necessary to build the infiltration system, this tree would not survive the earthwork around it. Based on a conversation with the engineer (Kimley-Horn & Associates) the work that will take place will require heavy equipment and a recontouring of the land to facilitate proper stormwater drainage. Given these conditions, there is no way to protect the roots of this tree.

Figure 1 – Site Location, New Smyrna Beach, FL. The site is approximately 11.37 acres with a 100% tree canopy.



Table 1 – Historic Trees, photos of each tree are contained in Appendix A.

Tree No.	DBH	Species	Condition
H1	41	Live oak, *Quercus virginiana*	This tree is in Poor Health.
H2	39	Live oak, *Quercus virginiana*	This tree is in Fair Health; the tree is leaning to the north.
H3	41	Live oak, *Quercus virginiana*	This tree is in Fair Health. The tree has a damaged canopy and is unbalanced.
H4	37	Live oak, *Quercus virginiana*	This tree is Healthy.
H5	37	Live oak, *Quercus virginiana*	This tree is Healthy.
H6	40	Live oak, *Quercus virginiana*	This tree is in Poor Health.
H7	45	Live oak, *Quercus virginiana*	This tree is Healthy.
H8	39	Hickory, *Carya glabra*	This tree is Healthy.

Figure 2 – Locations of the Historic Trees.

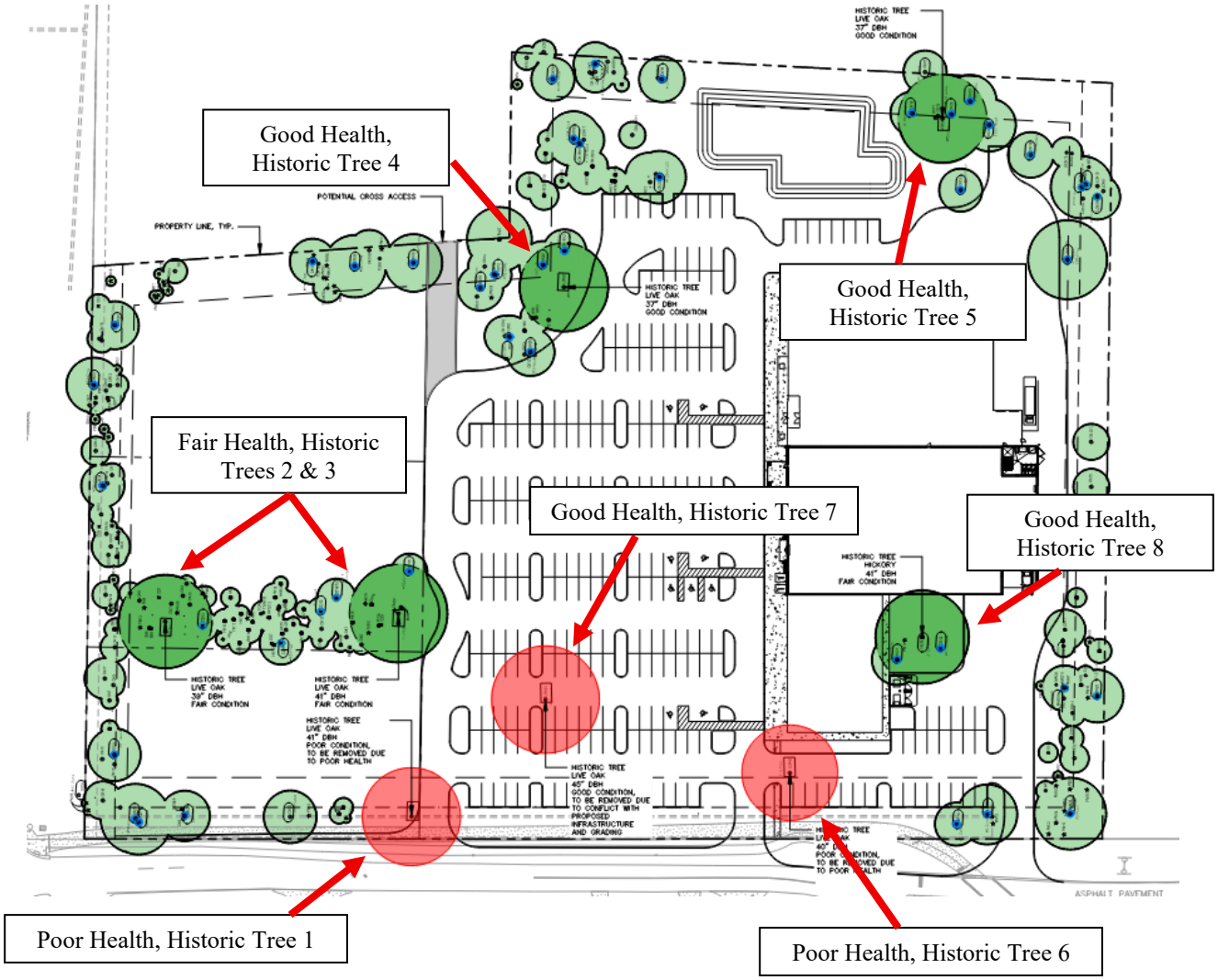


Figure 3 - Historic Tree #1 – The tree does not have any meaningful canopy or small and medium branches, meaning that this tree is in an irreversible state of decline.



Figure 3a – Supplemental photos of Historic Tree 1. These photos show that the tree has large cavities and illustrate the extent of the dead branches.



Figure 4 – Historic Tree # 6 – This view is looking to the northwest. This tree has lost approximately 65% of its canopy, which will leave the tree unbalanced, and the decay present will likely lead to the rest of the tree's living trunks and increase the chance that the remaining limbs and trunks could break away from the tree.



Figure 4a – Historic Tree 6, looking southeast. A full 65% of the canopy is missing.



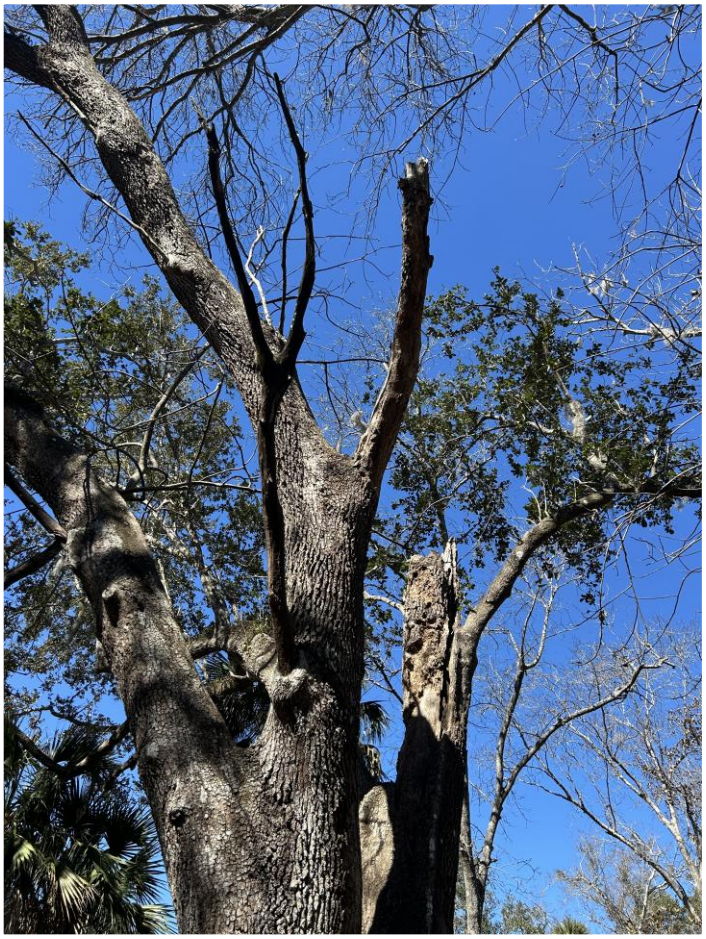


Figure 5 – Historic Tree # 7 – This tree is healthy, but due to the requirements for stormwater management, the only option the Petitioner has is to place a stormwater infiltration system under the parking lot, see Figure 2. The grading required will damage the tree's roots, which would lead to the tree eventually dying, see Figure 6.



Figure 6 – Extent of the stormwater infiltration system around Historic Tree #7. The grading necessary to install this system would damage the tree roots to the extent that the tree would eventually die.

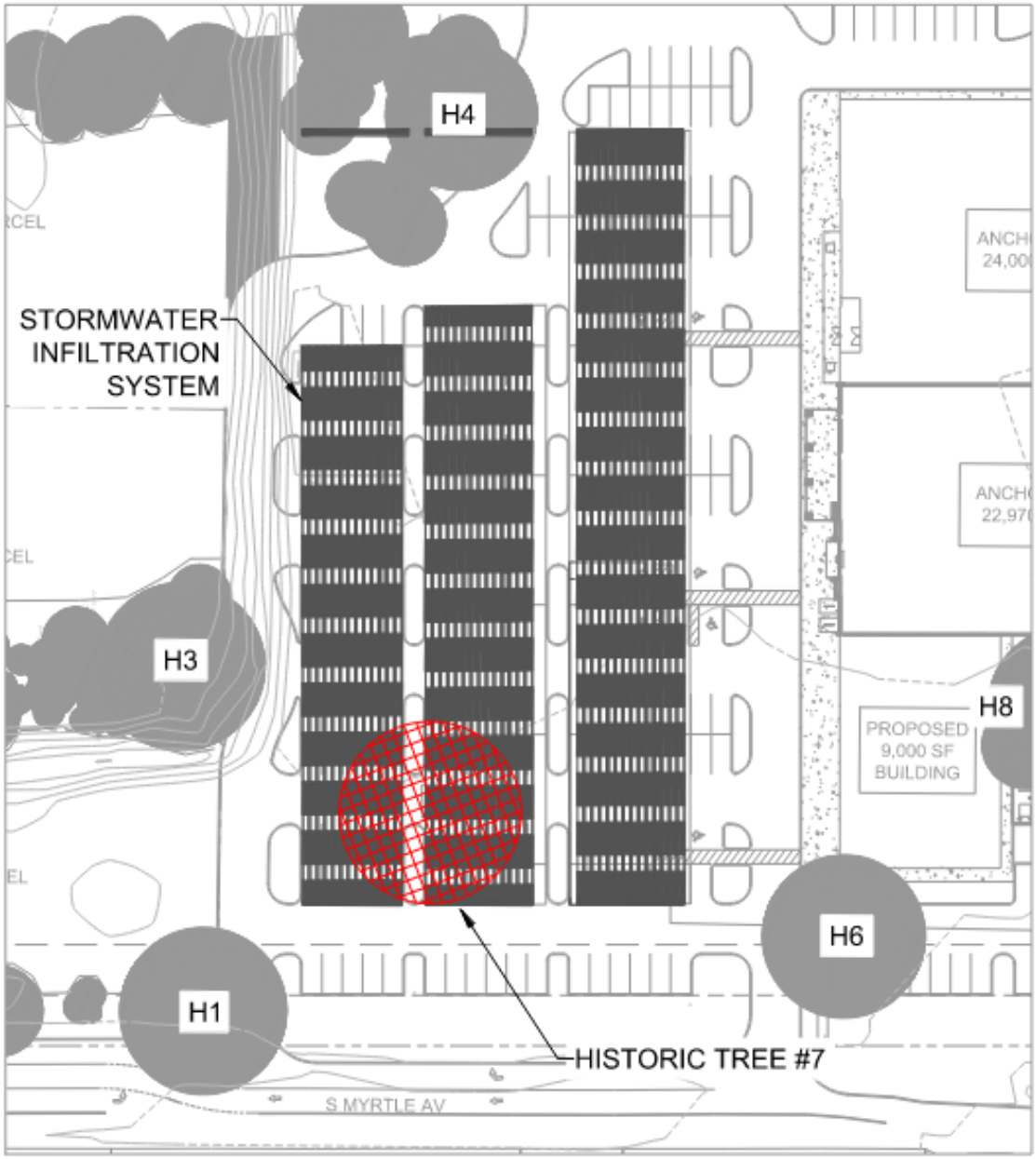


Table 3 – Historic Trees, photos of each tree are contained in Appendix A.

Tree No.	DBH	Species	Condition
H1	41	Live oak, *Quercus virginiana*	This tree is in Poor Health.
H2	39	Live oak, *Quercus virginiana*	This tree is in Fair Health; the tree is leaning to the north.
H3	41	Live oak, *Quercus virginiana*	This tree is in Fair Health. The tree has a damaged canopy and is unbalanced.
H4	37	Live oak, *Quercus virginiana*	This tree is Healthy.
H5	37	Live oak, *Quercus virginiana*	This tree is Healthy.
H6	40	Live oak, *Quercus virginiana*	This tree is in Poor Health.
H7	45	Live oak, *Quercus virginiana*	This tree is Healthy.
H8	39	Hickory, *Carya glabra*	This tree is Healthy (Currently, there is no photo of this tree).

Figure 2 – H1 – This tree is in Poor Health. The canopy is nearly gone, and there are very few branches with leaves.



Figure 3a – Supplemental photos of Historic Tree 1. These photos show that the tree has large cavities and illustrate the extent of the dead branches.

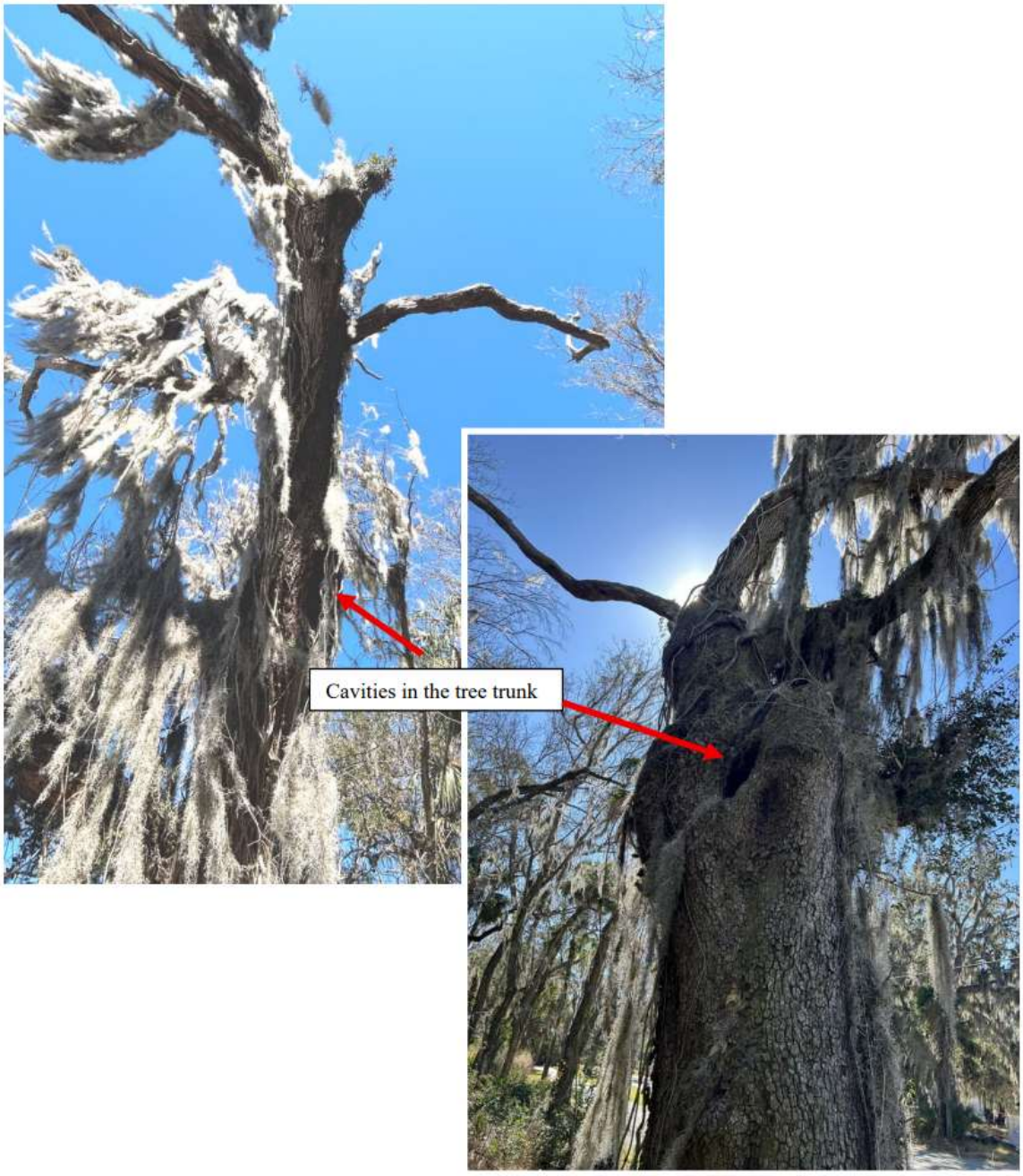


Figure 4 – Historic Tree # 6 – This view is looking to the northwest. This tree has lost approximately 65% of its canopy, which will leave the tree unbalanced, and the decay present will likely lead to the rest of the tree's living trunks and increase the chance that the remaining limbs and trunks could break away from the tree.



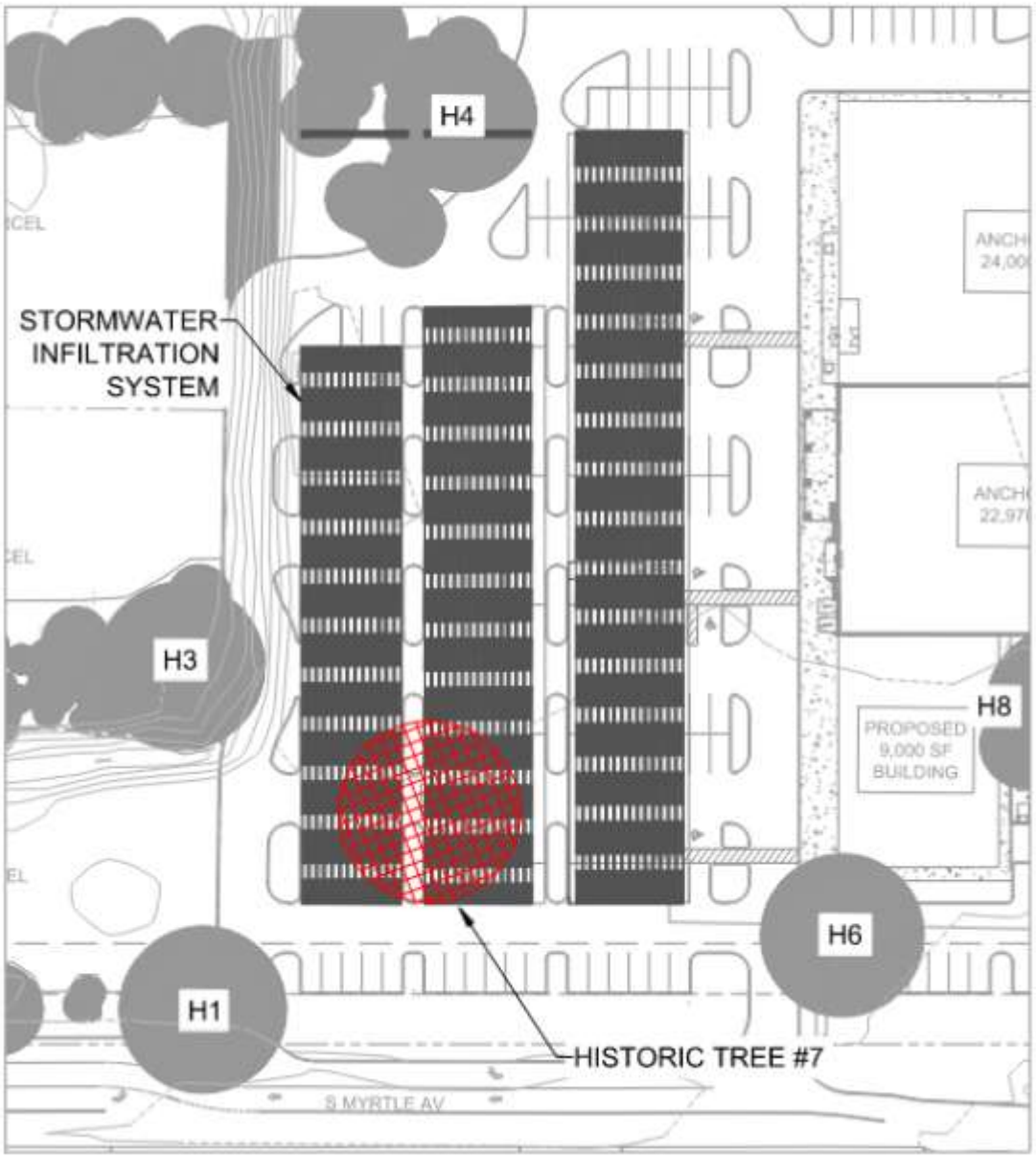
Figure 4a – Historic Tree 6, looking southeast. A full 65% of the canopy is missing.

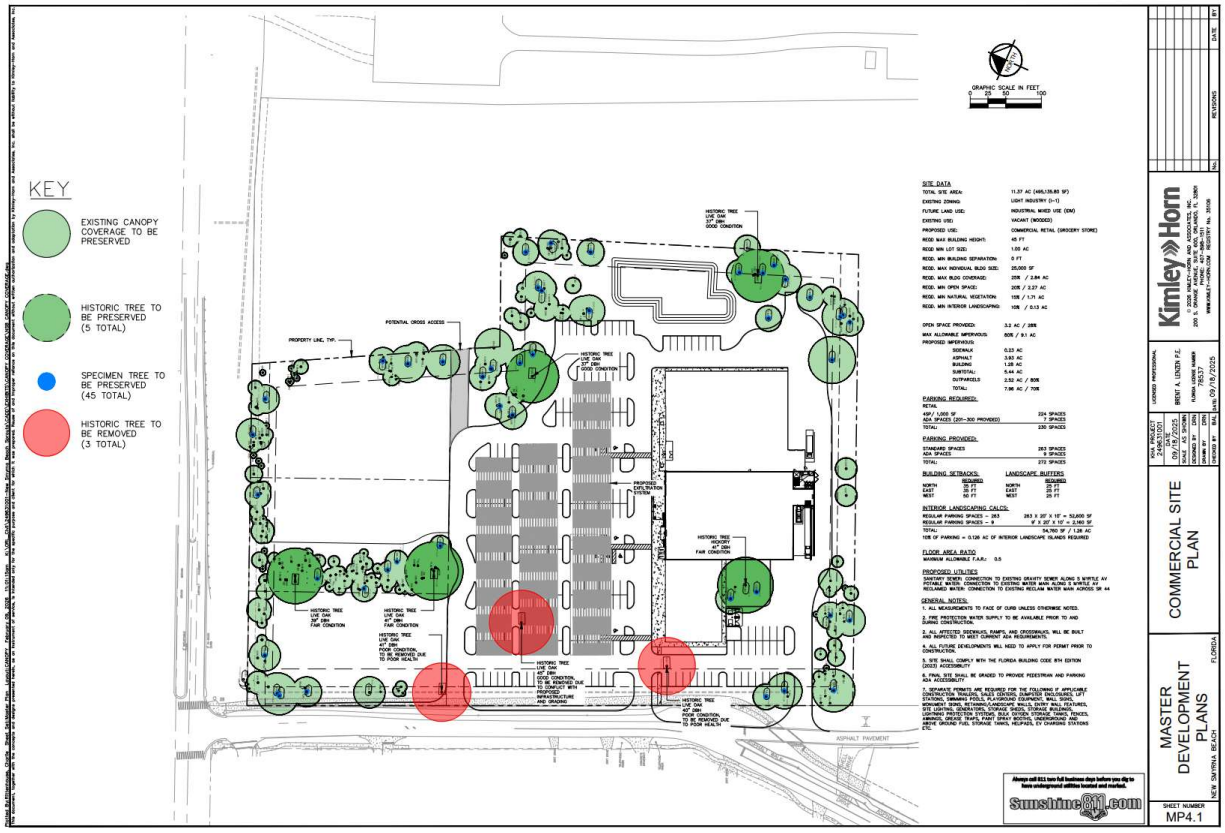


Figure 5 – Historic Tree # 7 – This tree is healthy, but due to the requirements for stormwater management, the only option the Petitioner has is to place a stormwater infiltration system under the parking lot, see Figure 2. The grading required will damage the tree's roots, which would lead to the tree eventually dying, see Figure 6.



Figure 6 – Extent of the stormwater infiltration system around Historic Tree #7. The grading necessary to install this system would damage the tree roots to the extent that the tree would eventually die.




KEY
EXISTING CANOPY COVERAGE TO BE PRESERVED
HISTORIC TREE TO BE PRESERVED (5 TOTAL)
SPECIMEN TREE TO BE PRESERVED (45 TOTAL)
HISTORIC TREE TO BE REMOVED (3 TOTAL)
GRAPHIC SCALE IN FEET
0 25 50 100
SITE DATA
PARKING REQUIRED:
PARKING PROVIDED:
BUILDING SETBACKS:
INTERIOR LANDSCAPING CALCS:
FLOOR AREA RATIO
PROPOSED UTILITIES
GENERAL NOTES:
POTENTIAL CROSS ACCESS
PROPERTY LINE, TYP.
ASPHALT PAVEMENT
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MASTER DEVELOPMENT PLANS
COMMERCIAL SITE PLAN
NEW SMYRNA BEACH FLORIDA
SHEET NUMBER MP4.1



SITE DATA

TOTAL SITE AREA:	11.37 AC (495,135.80 SF)
EXISTING ZONING:	LIGHT INDUSTRY (I-1)
FUTURE LAND USE:	INDUSTRIAL MIXED USE (IDM)
EXISTING USE:	VACANT (WOODED)
PROPOSED USE:	COMMERCIAL RETAIL (GROCERY STORE)
REQD MAX BUILDING HEIGHT:	45 FT
REQD MIN LOT SIZE:	1.00 AC
REQD. MIN BUILDING SEPARATION:	0 FT
REQD. MAX INDIVIDUAL BLDG SIZE:	25,000 SF
REQD. MAX BLDG COVERAGE:	25% / 2.84 AC
REQD. MIN OPEN SPACE:	20% / 2.27 AC
REQD. MIN NATURAL VEGETATION:	15% / 1.71 AC
REQD. MIN INTERIOR LANDSCAPING:	10% / 0.13 AC

OPEN SPACE PROVIDED:	3.2 AC / 28%
MAX ALLOWABLE IMPERVIOUS:	80% / 9.1 AC
PROPOSED IMPERVIOUS:	
SIDEWALK	0.23 AC
ASPHALT	3.93 AC
BUILDING	1.28 AC
SUBTOTAL:	5.44 AC
OUTPARCELS	2.52 AC / 80%
TOTAL:	7.96 AC / 70%

PARKING REQUIRED:

RETAIL

4SP/ 1,000 SF	224 SPACES
ADA SPACES (201–300 PROVIDED)	7 SPACES
TOTAL:	230 SPACES

PARKING PROVIDED:

STANDARD SPACES	263 SPACES
ADA SPACES	9 SPACES
TOTAL:	272 SPACES

BUILDING SETBACKS:

	REQUIRED
NORTH	35 FT
EAST	35 FT
WEST	50 FT

LANDSCAPE BUFFERS

	REQUIRED
NORTH	25 FT
EAST	25 FT
WEST	25 FT

INTERIOR LANDSCAPING CALCS:

REGULAR PARKING SPACES – 263	263 X 20' X 10' = 52,600 SF
REGULAR PARKING SPACES – 9	9' X 20' X 10' = 2,160 SF
TOTAL:	54,760 SF / 1.26 AC

10% OF PARKING = 0.126 AC OF INTERIOR LANDSCAPE ISLANDS REQUIRED

FLOOR AREA RATIO

MAXIMUM ALLOWABLE F.A.R.: 0.5

PROPOSED UTILITIES

SANITARY SEWER: CONNECTION TO EXISTING GRAVITY SEWER ALONG S MYRTLE AV
POTABLE WATER: CONNECTION TO EXISTING WATER MAIN ALONG S MYRTLE AV
RECLAIMED WATER: CONNECTION TO EXISTING RECLAIM WATER MAIN ACROSS SR 44

GENERAL NOTES:

1. ALL MEASUREMENTS TO FACE OF CURB UNLESS OTHERWISE NOTED.

2. FIRE PROTECTION WATER SUPPLY TO BE AVAILABLE PRIOR TO AND DURING CONSTRUCTION.

2. ALL AFFECTED SIDEWALKS, RAMPS, AND CROSSWALKS, WILL BE BUILT AND INSPECTED TO MEET CURRENT ADA REQUIREMENTS.

4. ALL FUTURE DEVELOPMENTS WILL NEED TO APPLY FOR PERMIT PRIOR TO CONSTRUCTION.

5. SITE SHALL COMPLY WITH THE FLORIDA BUILDING CODE 8TH EDITION (2023) ACCESSIBILITY

6. FINAL SITE SHALL BE GRADED TO PROVIDE PEDESTRIAN AND PARKING ADA ACCESSIBILITY

7. SEPARATE PERMITS ARE REQUIRED FOR THE FOLLOWING IF APPLICABLE CONSTRUCTION TRAILERS, SALES CENTERS, DUMPSTER ENCLOSURES, LIFT STATIONS, SWIMMING POOLS, PLAYGROUND EQUIPMENT, WALL SIGNS, MONUMENT SIGNS, RETAINING/LANDSCAPE WALLS, ENTRY WALL FEATURES, SITE LIGHTING, GENERATORS, STORAGE SHEDS, STORAGE BUILDINGS, LIGHTNING PROTECTION SYSTEMS, BULK OXYGEN STORAGE TANKS, FENCES, AWNINGS, GREASE TRAPS, PAINT SPRAY BOOTHS, UNDERGROUND AND ABOVE GROUND FUEL STORAGE TANKS, HELIPADS, EV CHARGING STATIONS ETC.

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No.	REVISIONS	DATE	BY

Kimley»Horn
© 2026 KIMLEY-HORN AND ASSOCIATES, INC.
200 S. ORANGE AVENUE, SUITE 800, ORLANDO, FL 32801
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL
BRENT A. LENZEN P.E.
FLORIDA LICENSE NUMBER 78537
DATE: 09/18/2025

KHA PROJECT	249631001
DATE	09/18/2025
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	BAL

COMMERCIAL SITE PLAN

MASTER DEVELOPMENT PLANS

NEW SMYRNA BEACH FLORIDA

SHEET NUMBER
MP4.1

Plotted By:Rittenhouse, Charlie Sheet Set:Master Plan Layout:CANOPY February 09, 2026 11:01:15am K:\ORL_Civil\249631001-New Smyrna Beach Sprouts\CAD\EXHIBITS\CANOPY COVERAGE\VSB CANOPY COVERAGE.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc

Kimley»Horn

February 9, 2026

City of New Smyrna Beach
Planning Department
214 Sams Ave.
New Smyrna Beach, FL. 32168

Re: **Shops of New Syrma Beach – Sprouts**
Historic Tree Removal

Dear Jeff Gove:

Kimley-Horn and Associates, Inc., on behalf of GBT Realty Corporation, has evaluated the existing historic trees on parcel number 74192300041, specifically the 11.37-acre site located at the intersection of S. Myrtle Avenue and SR 44. Due to existing grades, soil conditions, and updated St. Johns River Water Management District (SJRWMD) stormwater requirements for nutrient removal, the site must be raised approximately 3 to 4 feet for the proposed stormwater system to function properly.

We have explored multiple site plan iterations and made every effort to preserve as many trees as possible. However, given the required grades, it is not feasible to maintain necessary traffic circulation, truck routing, tenant and City parking requirements, and safe ingress/egress without removing one healthy historic tree located within the proposed parking area. Two additional historic trees in poor condition are also proposed to be removed. The current layout minimizes impacts to the remaining five historic trees, and any reconfiguration would likely necessitate removal of at least one additional historic tree, if not more.

The proposed stormwater system has been through multiple iterations which resulted in a reduction of the dry pond area to accommodate tree preservation. To maximize the number of trees saved, an underground stormwater exfiltration system will need to be utilized. Due to the grading and site constraints mentioned above, the proposed exfiltration system footprint covers most of the parking area to meet the latest stormwater treatment and attenuation requirements. This location was strategically chosen to avoid any potential conflicts with design parameters such as wet and dry utilities (Sewer, water, gas, electric, etc.)

To offset the requested tree removals, the proposed plan was designed to exceed the City's requirements for open space and vegetative space required by code.

Accordingly, we respectfully request approval from the City to remove one 45-inch diameter-at-breast-height (DBH) live oak tree in good condition, one 41-inch (DBH) live oak in poor condition and one 40-inch (DBH) live oak in poor condition.

If you have any further questions or concerns, please do not hesitate to contact me at (407) 427-1610 or by email at brent.lenzen@kimley-horn.com.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Brent A. Lenzen, P.E.
FL PE License #: 78537

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 76-25: CONDUCT A SECOND READING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD CREATE A DEFINITION AND PROCESS FOR REVIEWING AN APPLICATION FOR A CERTIFIED RECOVERY RESIDENCE AS REQUIRED UNDER SENATE BILL 954.

February 24, 2026

Background:

Applicant: City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach Florida 32168.

Request: Creation of Section 801.32 of the Land Development Regulation as it pertains to the review process of a Certified Recovery Residence as required under an amended Florida Statue 397.487. To also create a definition in the Land Development Regulation under Section 201.00 for a Certified Recovery Residence and a Certified Recovery Residential Administrator.

Findings:

On June 25, 2025, the Florida Governor signed Senate Bill 954, see **Exhibit A**, requiring all local counties and municipalities to adopt an ordinance to establish procedures for the review and approval of certified recovery residences. This bill is an amendment to Florida Statue 397.487.

The local ordinance is required to be adopted by January 1, 2026.

The Planning Department, as requested by the City Attorney's office, has proposed to create definitions based on Florida Stature 397.311, **See Exhibit B**, in Section 201.00 of the Land Development Regulations and create procedures for the review and approval of an application for a certified recovery residence. See **Exhibit C**.

Recommendations:

At its regular scheduled meeting on October 6, 2025, the Planning and Zoning Board voted, 6-0, to give a positive recommendation to the City Commission to approve the proposed regulation and definitions for processing a Certified Recovery Residence based on an amended Florida Statue 397.487.

The Planning Department also recommends the City Commission to approve the proposed regulation and definitions for processing a Certified Recovery Residence based

on an amended Florida Statue 397.487.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Senate Bill 954.pdf
Exhibit B Proposed Definitions Section 201.00docx.pdf
Exhibit C Poposed Regulation Section 801.32 (002).pdf
Business Impact Estimate - Ord 76-25 LDR Creating Sec 801.32 Certified recovery residences.pdf
Ord 76-25 Certified Recovery Residences.pdf

Exhibit A

2025954er

An act relating to certified recovery residences; amending s. 397.487, F.S.; requiring, by a specified date, the governing body of each county or municipality to adopt an ordinance to establish procedures for the review and approval of certified recovery residences; requiring that such ordinance include a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence; specifying criteria for the ordinance; providing that the ordinance may establish additional requirements for the review and approval of reasonable accommodation requests; requiring that such additional requirements be consistent with federal law and not conflict with the act; prohibiting the ordinance from requiring public hearings beyond the minimum required by law; providing that the ordinance may include provisions for revocation of a granted accommodation for cause, if the accommodation is not reinstated within a specified timeframe; providing construction; amending s. 397.4871, F.S.; providing that the personnel-to-resident ratio for a certified recovery residence must be met only when the residents are at the residence; providing that a certified recovery residence administrator for Level IV certified recovery residences which maintains a specified personnel-to-patient ratio has a limitation on the number of residents it may manage; providing an

effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsections (15) and (16) are added to section 397.487, Florida Statutes, to read:

397.487 Voluntary certification of recovery residences.—

(15)(a) By January 1, 2026, the governing body of each county or municipality shall adopt an ordinance establishing procedures for the review and approval of certified recovery residences within its jurisdiction. The ordinance must include a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence.

(b) At a minimum, the ordinance must:

1. Be consistent with the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq.

2. Establish a written application process for requesting a reasonable accommodation for the establishment of a certified recovery residence, which application must be submitted to the appropriate local government office.

3. Require the local government to date-stamp each application upon receipt. If additional information is required, the local government must notify the applicant in writing within the first 30 days after receipt of the application and allow the applicant at least 30 days to respond.

4. Require the local government to issue a final written determination on the application within 60 days after receipt of

a completed application. The determination must:

a. Approve the request in whole or in part, with or without conditions; or

b. Deny the request, stating with specificity the objective, evidence-based reasons for denial and identifying any deficiencies or actions necessary for reconsideration.

5. Provide that if a final written determination is not issued within 60 days after receipt of a completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time.

6. Require that the application include, at a minimum:

a. The name and contact information of the applicant or the applicant's authorized representative;

b. The property address and parcel identification number; and

c. A description of the accommodation requested and the specific regulation or policy from which relief is sought.

(c) The ordinance may establish additional requirements for the review or approval of reasonable accommodation requests for establishing a certified recovery residence, provided such requirements are consistent with federal law and do not conflict with this subsection.

(d) The ordinance may not require public hearings beyond the minimum required by law to grant the requested accommodation.

(e) The ordinance may include provisions for the revocation of a granted accommodation of a certified recovery residence for cause, including, but not limited to, a violation of the conditions of approval or the lapse, revocation, or failure to

maintain certification or licensure required under this section, if not reinstated within 180 days.

(f) The ordinance and establishment of a reasonable accommodation process does not relieve the local government from its obligations under the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq. The regulation for which the applicant is seeking a reasonable accommodation must not facially discriminate against or otherwise disparately impact the applicant.

(16) The application of this section does not supersede any current or future declaration or declaration of condominium adopted pursuant to chapter 718; any cooperative document adopted pursuant to chapter 719; or any declaration or declaration of covenant adopted pursuant to chapter 720.

Section 2. Paragraph (c) of subsection (8) of section 397.4871, Florida Statutes, is amended to read:

397.4871 Recovery residence administrator certification.—

(8)

(c) Notwithstanding paragraph (b), a Level IV certified recovery residence operating as community housing as defined in s. 397.311(9), which residence is actively managed by a certified recovery residence administrator approved for 100 residents under this section and is wholly owned or controlled by a licensed service provider, may:

1. Actively manage up to 150 residents so long as the licensed service provider maintains a service provider personnel-to-patient ratio of 1 to 8 and maintains onsite supervision at the residence during times when residents are at

the residence ~~24 hours a day, 7 days a week,~~ with a personnel-to-resident ratio of 1 to 10.

2. Actively manage up to 300 residents, so long as the licensed service provider maintains a service provider personnel-to-patient ratio of 1 to 8 and maintains onsite supervision at the residence during times when residents are at the residence with a personnel-to-resident ratio of 1 to 6.

A certified recovery residence administrator who has been removed by a certified recovery residence due to termination, resignation, or any other reason may not continue to actively manage more than 50 residents for another service provider or certified recovery residence without being approved by the credentialing entity.

Section 3. This act shall take effect July 1, 2025.

201.00 General Definitions

The following definitions shall apply to these regulations in general unless superseded by a definition pertaining to a specific Article as indicated in Sections 202.00 through 207.00 of these regulations

Carwash. A building or portion thereof containing apparatus and facilities other than a faucet and hose for washing automobiles.

Certified recovery residence administrator. Means a recovery residence administrator, who has been certified pursuant to section 397.4871, Florida Statute, and holds a valid certificate of compliance.

Certified Recovery residence. A residential dwelling unit, the community housing component of a licensed day or night treatment facility with community housing, or other form of group housing, which is offered or advertised through any means, including oral, written electronic, or printed means , by any person or entity as a residence that provides a peer-supported, alcohol-free, and drug-free living environment, and is managed by a certified recover residence administrator.

Convenience store. A one-story, retail store containing less than 2,000 square feet of gross floor area that is designed and stocked to sell primarily food, beverages and other household supplies to customers purchasing only a relatively few items (in contrast to "supermarkets"). It is designed to attract and depends upon large volume stop and go traffic. Illustrative examples of convenience stores are those operated by "7-11," "Circle K," and "Jiffy." This definition includes convenience market.

Credentialing entity. A nonprofit organization that develops and administers professional, facility, or organization certification programs according to applicable nationally recognized certification or psychometric standards as approved by the Florida Department of Children and Families.

…

Recreation[al] equipment, minor. Swing sets and other playground equipment, court related equipment such as tennis, racquetball, volleyball and basketball courts, horseshoe pit equipment, canoes and other small boats less than 15 feet in length and not requiring a trailer for transport, bicycles, motorcycles, surfboards, and other smaller lightweight equipment, generally used for enjoyment in the out-of-doors.

Recovery Residence Certificate of Compliance. A certificate that is issued by a credentialing entity to a recovery residence or a recovery residence administrator.

801.00 Additional Regulations for Specified Uses

801.32 Reasonable Accommodations.

A. *Purpose:* This section establishes a procedure for processing and considering reasonable accommodations request to the city's land development regulations, in addition to reasonable accommodations request by certified recover residence in compliance with section 397.487, Florida Statutes.

B. *Submission of request for reasonable accommodation.* A request for reasonable accommodation shall be made in writing, on an approved application, with an explanation and information that city staff may use to process the request for the reasonable accommodation request. Any reasonable accommodation request made to the city is specific to the applicant and does not run with the land.

C. *Confidentiality of medical information or records.* Should information provided to the city include any medical information or records, including records indicating the medical conditions, diagnosis or medical history of a resident, such person or certified recovery residence may, at the time of submitting such medical information, request the city, to the extent allowed by law, treat such medical information as confidential information of the resident. The city shall thereafter endeavor to provide written notice to the applicant or certified recovery residence (and/or their representative) of any request received by the city for disclosure of the medical information or records which the applicant or certified recovery residence has previously requested be treated as confidential by the city. The city will defer to the applicant or certified recovery center, to the extent allowed by law, in actions initiated by such applicant or certified recovery residence, to oppose the disclosure of such medical information or records, but the city shall have no obligation to initiate, prosecute or pursue any such action, or to incur any legal or other expenses (whether by retention of outside counsel or allocation of internal resources) in connection therewith, and may comply with any judicial order without proper notice to the applicant or certified recovery residence.

D. *Processing the request for reasonable accommodation*. When a reasonable accommodation request has been submitted it will be reviewed by the director of the development services, or designee and shall meet the following criteria:

That the applicant is protected under the FHA and/or ADA by demonstrating that they are handicapped or disabled, as defined in the FHA and/or ADA. For purposes of this section the disabled individual must show:

1. A physical or mental impairment which substantially limits one or more major life activities; or

2. A record of having such impairment; or

3. They are regarded as having such impairment; and

4. That the proposed accommodation being sought is reasonable and necessary to afford handicapped or disabled persons equal opportunity to use and enjoy housing.

E. *Administrative authority to process the request*: The director of development services shall have the authority to take any of the following actions in order to provide reasonable accommodation request regarding land development regulation without a need for a public hearing:

1. Modify any numerical standard for setback, lot coverage or landscaping by no more than ten percent.

2. Modify any off-street parking requirement by no more than two spaces.

3. Permit the paving of one off- street parking space in front or side setback area, provided that reasonable landscaping is provided to screen the view of vehicles parted in such paved area from properties

4. Permit an increase in the occupancy limit of a residence to allow up to four residents per sanitary toilet/ bathroom.

The director of development services may, as authorized above, approve a type of reasonable accommodation different from that requested by the applicant if the director concludes that a different form of accommodation would satisfy the requirements of the FHA and ADA with fewer impacts on adjacent areas, less cost to the city, fewer administrative burdens, or less impact on the fundamental principles of the zoning and land development regulations.

F. *Written determination.* The director of development services shall issue a written determination after receipt and review of a completed application requesting an accommodation for which the director has authority to grant under this subsection. Any denial shall state the grounds therefor and give notice of the right to appeal. The written determination shall be sent to the applicant and shall be deemed to be given when deposited in the U.S. mail.

G. *Appeals.* Within 30 days after denial of the request for reasonable accommodation, such applicant may appeal the decision. All appeals shall include a statement containing sufficient detail of the grounds for the appeal. If the director of development services denied the request for reasonable accommodations, then the appeal shall be to the City Manager. If the planning and zoning board denied the request for reasonable accommodations, then the appeal shall be to circuit court. Appeal must be filed in writing within 30 days of notice of the denial.

H. *Fees*. There shall be no fee imposed by the city in connection with a request for reasonable accommodation under this section or an appeal of determination is to the City Manager. The city shall have no obligation to pay an applicant's (or appealing party's) attorneys' fees or costs in connection with the request, or appeal.

I. *Expiration of approvals.* Approval of reasonable accommodation shall expire one hundred eighty (180) days from the date of such approval if not implemented.

J. *Certified Recovery residences.* All certified recovery residences may submit a request to the city for any reasonable accommodation from the land development regulations and shall follow the procedures as outlined in this section. In addition to the requirements as outlined in this section all certified recovery residences shall be reviewed and approved if the following additional criteria are established:

1. All applications must meet the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq.

2. An application for a certified recovery residence shall be submitted to the city's planning department for processing and review.

3. All Application must comply with Florida Statute 397.487, as amended.

4. The application shall be date-stamped when received.

5. The applicant shall be notified in writing within the first 30 days of the submittal if additional information or documents are required. The applicant shall have 30 days to respond and provide the additional information or additional documents that have been requested. If the applicant fails to provide the additional information requested with in said 30- day period, the planning department, shall issue a written notice advising the applicant failed to timely submit the additional information, and therefore the request for reasonable accommodations shall be deemed abandoned and/or withdrawn and no further action by the city with regards to said reasonable accommodation request shall be required. In the event that additional information is requested by the planning department, the 60-day time frame for issuing a written determination shall be extended by 30 days.

6. The planning department shall issue a final written determination on the application within 60 days after receipt of a completed application. The determination must:

    a. Approve the request in whole or in part, with or without conditions; or

    b. Deny the request, stating with specificity the objective, evidence-based reasons for denial and identifying any deficiencies or actions necessary for reconsideration.

7. If the final written determination is not issued within 60 days after the receipt of a completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time.

8. In addition to any other information necessary to process the applicant's reasonable accommodation request as outlined in this section, the application shall require the following information at a minimum:

    a. Name and contact information of the applicant or the applicant's authorized representative.

    b. Copy of certified recovery residence administrator certification, and proof that the administrator of the certified recovery residence is qualified to provide such

services and/or housing to qualifying individuals. An applicant may demonstrate that they are certified by the Florida Association of Recovery Residences, (FARR) National Alliance for Recovery Residences, or other similar nationally recognized accrediting agencies for recovery residences. c. Property address.

d. Parcel identification number.

e. Survey or site plan of property.

f. Existing and proposed floorplan.

g. A description, including the number of beds requested, of the accommodation requested and services provided. The applicant shall demonstrate that the requested accommodation is both reasonable and necessary to afford the qualifying residents with an equal opportunity to use and enjoy the certified recovery residence that is subject to the request, including the following factors:

1. *Therapeutic necessity.* The applicant shall demonstrate the proposed accommodation is therapeutically necessary for sobriety. If the accommodation does not directly aid in sobriety (or if the request exceeds the demonstrated need), then the accommodation shall not be deemed therapeutically necessary. Further, the applicant shall demonstrate that the specific accommodation request constitutes the minimum necessary accommodation to achieve the stated therapeutic purpose. Lastly, if the request for reasonable accommodation is with regards to housing, the applicant shall provide a site- specific assessment regarding the particular property for which the accommodation is requested. General statements of therapeutic necessity shall not be sufficient to satisfy the requirements of this subsection.

2. *Fundamental Alteration*. The applicant shall demonstrate that the proposed accommodation does not constitute a fundamental alteration of the city's land development regulation. A fundamental alteration is if the accommodation would eliminate an essential aspect of the relevant city code provision or policy or is in violation of the city charter. Factors to be considered in determining whether the proposed accommodation would result in a fundamental alteration of the city code but is not limited to, whether the accommodation is

    a. Compatible with surrounding uses and structures in the zoning district; and

    b. Substantially similar to surrounding uses and structures expressly permitted in the zoning district.

    The applicant shall not be entitled to reasonable accommodation if the requested accommodation is incompatible with surrounding uses and structures in the zoning district, is not substantially similar to surrounding uses and structures expressly permitted in the zoning district, and the city

had not otherwise routinely waived the applicable ordinance, rule, policy or procedure. A request that increases in density shall not be considered a reasonable accommodation.

3. *Undue financial or administrative burden.* The applicant shall demonstrate that the proposed accommodation does not impose an undue financial or administrative burden on the city.

4. *Overconcentration of certified recovery residences.* The applicant must demonstrate that the request for reasonable accommodation does not result in an over-concentration of such housing. At a minimum, a certified recovery residence shall not be located with a radius of 1,000 feet of another certified recovery residence or within a radius of 1,200 feet from another existing community residential home as defined in Florida Statute 419.001(1)(a).

9. Requests for reasonable accommodation by a certified recovery residence shall not be subject to a public hearing unless such a hearing is otherwise required by the land development regulations.

10. Approval of a certified recovery residence may be revoked for cause, including but not limited to, a violation of the conditions of approval or the lapse, revocation, or failure to maintain certification or licensure required by the State of Florida, if not reinstated within 180 days.

11. The application of Florida Statue 397.487 does not supersede any current or future declaration or declaration of condominium adopted pursuant to chapter 718; any cooperative document adopted pursuant to chapter 719; or any declaration or declaration of covenant adopted pursuant to chapter 720.

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 76-25 Creating Sec 801.32, Certified recovery residences based on Florida Statute 397.487.

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 will create Section 801.32, Certified recovery residences, based on Florida Statute 397.487.

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):

N/A

ORDINANCE NO. 76-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE LAND DEVELOPMENT REGULATIONS; AMENDING ARTICLE II, DEFINITIONS, SECTION 201.00, GENERAL DEFINITIONS, BY ADDING DEFINITIONS FOR RECOVERY RESIDENCES; AMENDING ARTICLE VIII, SUPPLEMENTARY REGULATIONS, TO ADD SECTION 801.32, TO PROVIDE A PROCESS FOR REQUESTING RESONABLE ACCOMODATIONS UNDER THE ADA AND FHA; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARINGS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature enacted Senate Bill 954 during the 2025 Legislative Session, establishing new statewide requirements for the review, approval and accommodation of certified recovery residences; and

WHEREAS, SB 954(2025) requires the governing body of each county and municipality to adopt an ordinance establishing procedures for the review and approval of certified recovery residences within its jurisdiction; and

WHEREAS, the Legislature recognized the need to provide consistent statewide standards for the operation and development of certified recovery residences, while preserving the ability of local governments to regulate land use in a manner consistent with the Fair Housing Act and the Americans with Disabilities Act: and

WHEREAS, the City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida, 32168, has requested administrative text amendments to the Land Development Regulations to Article II, General Definition, to add related definitions, and to Article VIII, Supplementary Regulations, to add Section 801.32, to provide a process for requesting for reasonable accommodations; and

WHEREAS, certified recovery residences play an essential role in supporting individuals recovering from substance-use disorders by providing safe, stable, and supportive housing environments that promote long-term recovery and community reintegration; and

WHEREAS, the City recognizes the importance of balancing neighborhood compatibility with the legal obligation to provide reasonable accommodations to individuals with disabilities, including those in recovery, as required by federal and state law; and

WHEREAS, a study entitled *Reforming State and Local Zoning for Community Residences for People with Disabilities and for Recovery Communities*, demonstrates that rational spacing between certified recovery residences is necessary to prevent harmful clustering, protect neighborhood character, and ensure these homes can effectively promote normalization and community integration for their residents; and

WHEREAS, the study concludes that maintaining rational spacing between certified recovery residences prevents the formation of de facto service districts and supports both neighborhood character and positive recovery outcomes; and

WHEREAS, the Planning and Zoning Board, at its regular meeting on October 6, 2025, by a vote of 6-0, 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 II, General Definitions, Section 201.00, Geneal Definitions, 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 [...].)**

ARTICLE II DEFINITIONS

Except where specific definitions are used within a specific article or section of this LDR for the purpose of such sections, the following terms, phrases, words, and their derivations shall have the meaning given herein when not inconsistent with the context.

Any words not specifically defined within this LDR shall assume the meaning as indicated in "Merriam-Webster's Collegiate Dictionary, Eleventh Edition, Copyright 2014, by Merriam-Webster, Inc.

201.00. General definitions.

The following definitions shall apply to these regulations in general unless superseded by a definition pertaining to a specific article as indicated in sections 202.00 through 207.00 of these regulations:

...

Carwash. A building or portion thereof containing apparatus and facilities other than a faucet and hose for washing automobiles.

Certified recovery residence administrator. Means a recovery residence administrator, who has been certified pursuant to section 397.4871, Florida Statute, and holds a valid certificate of compliance.

Certified recovery residence. A residential dwelling unit, the community housing component of a licensed day or night treatment facility with community housing, or other form of group housing, which is offered or advertised through any means, including oral, written electronic, or printed means, by any person or entity as a residence that provides a peer-supported, alcohol-free, and drug-free living environment, and is managed by a certified recovery residence administrator.

Convenience store. A one-story retail store containing less than 2,000 square feet of gross floor area that is designed and stocked to sell primarily food, beverages and other household supplies to customers purchasing only a relatively few items (in contrast to "supermarkets"). It is designed to attract and depends upon large volume stop and go traffic. Illustrative examples of convenience stores are those operated by "7-11," "Circle K," and "Jiffy." This definition includes convenience market.

Credentialing entity. A nonprofit organization that develops and administers professional, facility, or organization certification programs according to applicable nationally recognized certification or psychometric standards as approved by the Florida Department of Children and Families.

...

Recreation[al] equipment, minor. Swing sets and other playground equipment, court related equipment such as tennis, racquetball, volleyball and basketball courts, horseshoe pit equipment, canoes and other small boats less than 15 feet in length and not requiring a trailer for transport, bicycles, motorcycles, surfboards, and other smaller lightweight equipment, generally used for enjoyment in the out-of-doors.

Recovery residence certificate of compliance. A certificate that is issued by a credentialing entity to a recovery residence or a recovery residence administrator.

...

SECTION 2. ***Amendment.*** That New Smyrna Beach Land Development Regulations, Article VIII, Supplementary Regulations, adding Section 801.32, Certified recovery residences, 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 [...].)**

ARTICLE VIII. SUPPLEMENTARY REGULATIONS

...

801.32 Reasonable accommodations.

A. *Purpose.* This section establishes a procedure for processing and considering requests for reasonable accommodations to the city's land development regulations, in addition to requests by certified recovery residences in compliance with section 397.487, Florida Statutes.

B. *Submission of request for reasonable accommodation.* A request for reasonable accommodation shall be made in writing, on an approved application, with an explanation and information that city staff may use to process the request for the reasonable accommodation request. Any reasonable accommodation request made to the city is specific to the applicant and does not run with the land.

C. *Confidentiality of medical information or records.* Should information provided to the city include any medical information or records, including records indicating the medical conditions, diagnosis or medical history of a resident, such person or certified recovery

residence may, at the time of submitting such medical information, request the city, to the extent allowed by law, treat such medical information as confidential information of the resident. The city shall thereafter endeavor to provide written notice to the applicant or certified recovery residence (and/or their representative) of any request received by the city for disclosure of the medical information or records which the applicant or certified recovery residence has previously requested be treated as confidential by the city. The city will defer to the applicant or certified recovery center, to the extent allowed by law, in actions initiated by such applicant or certified recovery residence, to oppose the disclosure of such medical information or records, but the city shall have no obligation to initiate, prosecute or pursue any such action, or to incur any legal or other expenses (whether by retention of outside counsel or allocation of internal resources) in connection therewith, and may comply with any judicial order without proper notice to the applicant or certified recovery residence.

D. *Processing the request for reasonable accommodation.* When a reasonable accommodation request has been submitted it will be reviewed by the director of development services, or designee and shall meet the following criteria:

That the applicant is protected under the FHA and/or ADA by demonstrating that they are handicapped or disabled, as defined in the FHA and/or ADA. For purposes of this section the disabled individual must show:

1. A physical or mental impairment which substantially limits one or more major life activities; or

2. A record of having such impairment; or

3. They are regarded as having such impairment; and

4. That the proposed accommodation being sought is reasonable and necessary to afford handicapped or disabled persons equal opportunity to use and enjoyment of housing.

E. *Administrative authority to process the request.* The director of development services shall have the authority to take any of the following actions in order to provide reasonable accommodation requests regarding land development regulation without a need for a public hearing:

1. Modify any numerical standard for setback, lot coverage or landscaping by no more than ten percent.

2. Modify any off-street parking requirement by no more than two spaces.

3. Permit the paving of one off-street parking space in front or side setback area, provided that reasonable landscaping is provided to screen the view of vehicles parted in such paved area from properties.

4. Permit an increase in the occupancy limit of a residence to allow up to four residents per sanitary toilet/ bathroom.

The director of development services may, as authorized above, approve a type of reasonable accommodation different from that requested by the applicant if the director con-

cludes that a different form of accommodation would satisfy the requirements of the FHA and ADA with fewer impacts on adjacent areas, less cost to the city, fewer administrative burdens, or less impact on the fundamental principles of the zoning and land development regulations.

F. *Written determination.* The director of development services shall issue a written determination after receipt and review of a completed application requesting an accommodation for which the director has authority to grant under this subsection. Any denial shall state the grounds therefor and give notice of the right to appeal. The written determination shall be sent to the applicant and shall be deemed to be given when deposited in the U.S. mail.

G. *Appeals.* Within 30 days after denial of the request for reasonable accommodation, such applicant may appeal the decision. All appeals shall include a statement containing sufficient detail of the grounds for the appeal. If the director of development services denied the request for reasonable accommodations, then the appeal shall be to the City Manager. If the planning and zoning board denied the request for reasonable accommodations, then the appeal shall be to circuit court. Appeal must be filed in writing within 30 days of notice of the denial.

H. *Fees.* There shall be no fee imposed by the city in connection with a request for reasonable accommodation under this section or an appeal of determination to the City Manager. The city shall have no obligation to pay an applicant's (or appealing party's) attorneys' fees or costs in connection with the request, or appeal.

I. *Expiration of approvals.* Approval of reasonable accommodation shall expire one hundred eighty (180) days from the date of such approval if not implemented.

J. *Certified recovery residences.* All certified recovery residences may submit a request to the city for any reasonable accommodation from the land development regulations and shall follow the procedures as outlined in this section. In addition to the requirements as outlined in this section all certified recovery residences shall be reviewed and approved if the following criteria are established:

1. All applications must meet the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq.

2. An application for a certified recovery residence shall be submitted to the city's planning department for processing and review.

3. All applications must comply with Florida Statute 397.487, as amended.

4. The application shall be date-stamped when received.

5. The applicant shall be notified in writing within the first 30 days of the submittal if additional information or documents are required. The applicant shall have 30 days to respond and provide the additional information or additional documents that have been requested. If the applicant fails to provide the additional information requested within said 30-day period, the planning depart-

ment, shall issue a written notice advising the applicant failed to timely submit the additional information, and therefore the request for reasonable accommodations shall be deemed abandoned and/or withdrawn and no further action by the city with regards to said reasonable accommodation request shall be required. In the event that additional information is requested by the planning department, the 60-day time frame for issuing a written determination shall be extended by 30 days.

6. The planning department shall issue a final written determination on the application within 60 days after receipt of a completed application. The determination must:

a. Approve the request in whole or in part, with or without conditions; or

b. Deny the request, stating with specificity the objective, evidence-based reasons for denial and identifying any deficiencies or actions necessary for reconsideration.

7. If the final written determination is not issued within 60 days after the receipt of a completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time.

8. In addition to any other information necessary to process the applicant's reasonable accommodation request as outlined in this section, the application shall require the following information at a minimum:

a. Name and contact information of the applicant or the applicant's authorized representative.

b. Copy of certified recovery residence administrator certification, and proof that the administrator of the certified recovery residence is qualified to provide such services and/or housing to qualifying individuals. An applicant may demonstrate that they are certified by the Florida Association of Recovery Residences (FARR), National Alliance for Recovery Residences, or other similar nationally recognized accrediting agencies for recovery residences.

c. Property address.

d. Parcel identification number.

e. Survey or site plan of property.

f. Existing and proposed floorplan.

g. A description, including the number of beds requested, of the accommodation requested and services provided. The applicant shall demonstrate that the requested accommodation is both reasonable and necessary to afford the qualifying residents with an equal opportunity to use and enjoy the certified recovery residence that is subject to the request, including the following factors:

1. *Therapeutic necessity.* The applicant shall demonstrate the proposed accommodation is therapeutically necessary for sobriety. If the accommodation does not directly aid in sobriety (or if the request exceeds the demon-

strated need), then the accommodation shall not be deemed therapeutically necessary. Further, the applicant shall demonstrate that the specific accommodation request constitutes the minimum necessary accommodation to achieve the stated therapeutic purpose. Lastly, if the request for reasonable accommodation is with regards to housing, the applicant shall provide a site-specific assessment regarding the particular property for which the accommodation is requested. General statements of therapeutic necessity shall not be sufficient to satisfy the requirements of this subsection.

2. *Fundamental alteration.* The applicant shall demonstrate that the proposed accommodation does not constitute a fundamental alteration of the city's land development regulation. A fundamental alteration is if the accommodation would eliminate an essential aspect of the relevant city code provision or policy or is in violation of the city charter. Factors to be considered in determining whether the proposed accommodation would result in a fundamental alteration of the city code includes, but is not limited to, whether the accommodation is

    a. Compatible with surrounding uses and structures in the zoning district; and

    b. Substantially similar to surrounding uses and structures expressly permitted in the zoning district.

    The applicant shall not be entitled to reasonable accommodation if the requested accommodation is incompatible with surrounding uses and structures in the zoning district, is not substantially similar to surrounding uses and structures expressly permitted in the zoning district, and the city had not otherwise routinely waived the applicable ordinance, rule, policy or procedure. A request that increases in density shall not be considered a reasonable accommodation.

3. *Undue financial or administrative burden.* The applicant shall demonstrate that the proposed accommodation does not impose an undue financial or administrative burden on the city.

4. *Overconcentration of certified recovery residences.* The applicant must demonstrate that the request for reasonable accommodation does not result in an over-concentration of such housing. At a minimum, a certified recovery residence shall not be located with a radius of 1,000 feet of another certified recovery residence or within a radius of 1,200 feet from another existing community residential home as defined in Florida Statute 419.001(1)(a).

9. Requests for reasonable accommodation by a certified recovery residence shall not be subject to a public hearing unless such a hearing is otherwise required by the land development regulations.

10. Approval of a certified recovery residence may be revoked for cause, including but not limited to, a violation of the conditions of approval or the lapse, revocation, or

failure to maintain certification or licensure required by the State of Florida, if not re-instated within 180 days.

11. The application of Florida Statue 397.487 does not supersede any current or future declaration or declaration of condominium adopted pursuant to chapter 718; any co-operative document adopted pursuant to chapter 719; or any declaration or declaration of covenant adopted pursuant to chapter 720.

...

SECTION 3: ***Codification.*** Following adoption of this ordinance, the City Clerk shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's 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 4: ***Public Hearing***. That a public hearing considering the adoption of this ordinance was held February 24, 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 5: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 6: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 7: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 8: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 2/2/2026

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 20-26: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD VACATE A PORTION OF CITRON STREET, NORTH OF THE SR 44 OVERPASS.

February 24, 2026

Background:

A. Applicant: Glenn D. Storch, 420 S. Nova Road, Daytona Beach, FL 32114
B. Request: Vacation of 40.0' X 267.78' section of platted Citron Street right-of-way (ROW)

C. Right-of-Way Information: The platted un-opened section of Citron Street is located north of SR 44, and east of Lexington Place Assisted Living Facility, which fronts on Myrtle Avenue

Exhibits used in this report:

Exhibit A: Location Map

Exhibit B: Aerial Map

Exhibit C: Depiction of ROW to be vacated

Exhibit D: Survey with Legal Description

Exhibit E: Recorded Plats

Exhibit F: Non-Objection Letter from New Smyrna Beach Utilities

Exhibit G: Letter of public good
Exhibit H: Non-Objection Letter from City Engineering Department

Findings:

The Planning and Zoning Board voted 5-0 to recommend the City Commission *approve* this Street Vacation.

A. The applicant, Glenn Storch, representing Smyrna Railroad Land, LLC, have applied for Site Plan approval to construct a warehouse on property owned west of the FEC railroad tracks, east of the Lexington Place ALF, north of SR 44, and south of Canal Street. While reviewing the plans, staff noticed that the survey showed the legal status of Citron Street as "unknown," which raised an obvious question. After some research, it turns out that Citron Street in this area has in fact never been vacated, which is the reason for this current application. The building is proposed on the ROW, thus it needs to be vacated to facilitate the construction of the structure. The proposed street vacation is shown on **Exhibit C**. Given that SR 44 ramps up to go over the railroad tracks at the end of platted Citron Street, it is never going to connect to the south.

B. Section 305.03 of the City's Land Development Regulations (LDR) requires the following items for a street vacation Staff responses in **bold**):

1. List of all abutting property owners. **Received.**

2. Letter from New Smyrna Beach Utilities indicating:

a. No objection to the vacation; **Received**

b. No utilities are within the right-of-way proposed to be vacated; or **NSBU does not have an objection to the proposed ROW, however, they have requested and the owner has agreed to grant an easement for an overhead power line on the northern portion of the parcel/ROW.**

c. If utilities exist with right-of-way then a letter must indicate what utilities are located in the right-of-way, **There is an overhead power line, which there is going to be an easement dedicated to allow said line to remain.**

d. If utilities exist in right-of-way, then letter must indicate easements required. **Received.**

D. Section 305.03 C. of the City LDR requires:

1. The "City Planner shall review the application package for consistency with the City Comprehensive Plan and Land Development Regulations," and

2. "In addition, the City Planner shall determine whether or not the proposed vacation would be in the interest of the public good."

E. This application for street vacation is consistent with the City LDR. This street vacation application complies with all matters of general provision, enforcement, administration, concurrency and zoning district requirement as outlined in the City of New Smyrna Beach LDR.

F. This vacation does not impact any level of service indicated within the Transportation Element of the Comprehensive Plan.

G. In this instance, given that Citron Street is on a separate plat than the parcel proposed for a warehouse, the ROW will entirely be vacated to the owner of the parcel proposed to build the warehouse.

Recommendation:

Staff recommends the City Commission approves the request to vacate the above described ROW. The Planning and Zoning Board voted 5-0 to approve the ROW vacation.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

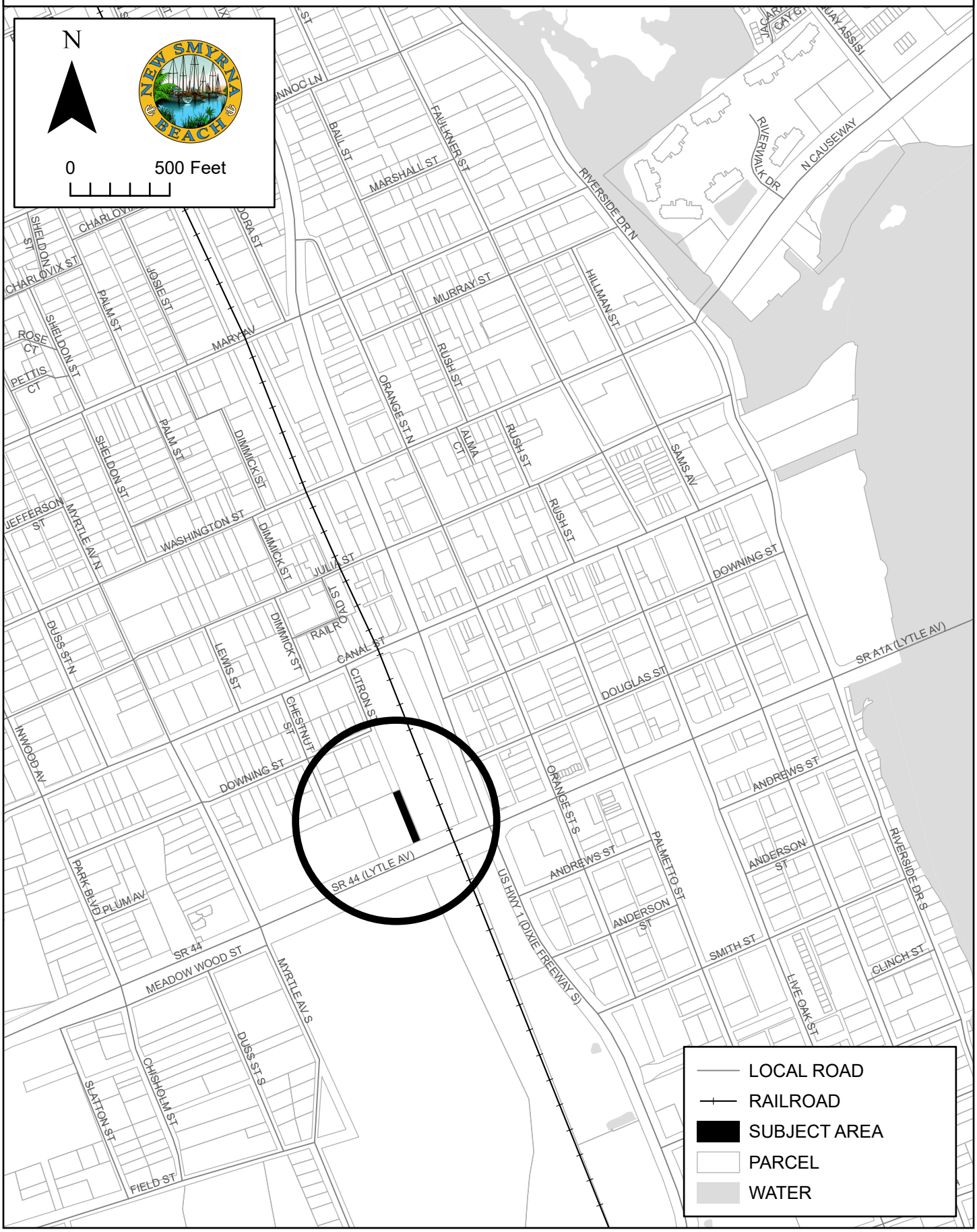
Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Depiction of Citron to be vacated.pdf
Exhibit D Survey w Legal Description.pdf
Exhibit E Plats.pdf
Exhibit F NSBU No Objection.pdf

Exhibit G Benefits of Citron Street Vacation.pdf
Exhibit H City Engineer No Objection Letter.pdf
Res 01-26 ROW Vacation - Citron St.pdf
Business Impact Estimate - Ord 20-26 Vacating ROW - Citron St..pdf
Ord 20-26 Vacating Citron St.pdf

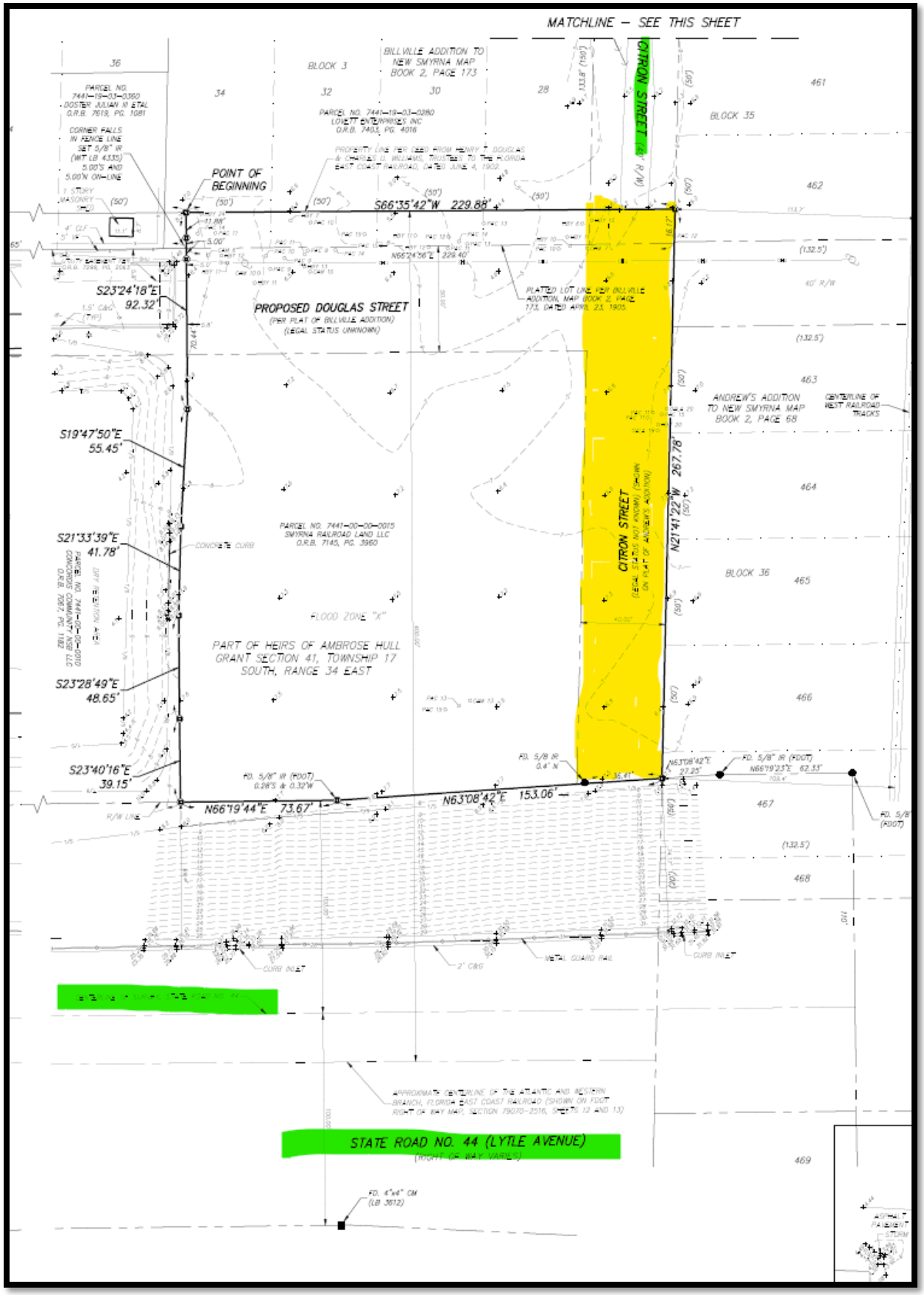
SV-04-25: CITRON STREET
LOCATION MAP



SV-04-25: CITRON STREET
AERIAL MAP



Exhibit C


MATCHLINE – SEE THIS SHEET
POINT OF BEGINNING
S66°35'42"W 229.88'
S23°24'18"E 92.32'
S19°47'50"E 55.45'
S21°33'39"E 41.78'
S23°28'49"E 48.65'
S23°40'16"E 39.15'
N66°19'44"E 73.67'
N63°08'42"E 153.06'
N21°41'22"W 267.76'
PROPOSED DOUGLAS STREET
(PER PLAT OF BILLVILLE ADDITION)
(LEGAL STATUS UNKNOWN)
CITRON STREET
(LEGAL STATUS NOT KNOWN) (SHOWN ON PLAT OF ANDREW'S ADDITION)
BILLVILLE ADDITION TO NEW SMYRNA MAP BOOK 2, PAGE 173
ANDREW'S ADDITION TO NEW SMYRNA MAP BOOK 2, PAGE 68
BLOCK 3
BLOCK 35
BLOCK 36
PARCEL NO. 7441-19-03-0360 DOSTER JULIAN M ETAL O.R.B. 7619, PG. 1081
PARCEL NO. 7441-19-03-0380 LOVETT ENTERPRISES INC O.R.B. 7403, PG. 4016
PARCEL NO. 7441-00-00-0015 SMYRNA RAILROAD LAND LLC O.R.B. 7145, PG. 3960
PART OF HEIRS OF AMBROSE HULL GRANT SECTION 41, TOWNSHIP 17 SOUTH, RANGE 34 EAST
FLOOD ZONE "X"
CENTERLINE OF REST RAILROAD TRACKS
APPROXIMATE CENTERLINE OF THE ATLANTIC AND WESTERN BRANCH, FLORIDA EAST COAST RAILROAD (SHOWN ON FDOT RIGHT OF WAY MAP, SECTION 79070-2516, SHEETS 12 AND 13)
STATE ROAD NO. 44 (LYTLE AVENUE)
(RIGHT OF WAY VARIES)
FD. 4"x4" CM (LB 3612)
FD. 5/8" IR (FDOT)
CURB INLET
METAL GUARD RAIL

LEGAL DESCRIPTION:

(AS CREATED BY MARK DOWST & ASSOCIATES, INC.)

THAT PORTION OF CITRON STREET LYING WEST OF BLOCKS 35 AND 36, ANDREW'S ADDITION TO NEW SMYRNA, AS RECORDED IN MAP BOOK 2, PAGE 68, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44 AND THE WEST LINE OF BLOCK 36, ANDREW'S ADDITION TO NEW SMYRNA, AS RECORDED IN MAP BOOK 2, PAGE 68, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S63°08'42"W ALONG THE NORTH RIGHT-OF-WAY OF SAID STATE ROAD NO. 44, A DISTANCE OF 40.16 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF CITRON STREET, HAVING A 40.00 FOOT RIGHT-OF-WAY; THENCE N21°41'22"W ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 270.20 FEET TO A POINT ON THE PROPERTY LINE PER DEED FROM HENRY T. DOUGLAS & CHARLES U. WILLIAMS, TRUSTEES TO THE FLORIDA EAST COAST RAILROAD, DATED JUNE 4, 1902; THENCE N66°35'42"E ALONG SAID PROPERTY LINE, A DISTANCE OF 40.02 FEET TO A POINT ON THE WEST LINE OF BLOCK 35, SAID ANDREW'S ADDITION TO NEW SMYRNA; THENCE S21°41'22"E ALONG THE WEST LINE OF BLOCK 35 AND THE WEST LINE OF AFORESAID BLOCK 36, A DISTANCE OF 267.78 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.25 ACRES, MORE OR LESS.

SURVEY NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, THIS IS A SKETCH OF DESCRIPTION ONLY. IMPROVEMENTS SHOWN HEREON WERE OBTAINED FROM A SURVEY PREPARED BY THIS FIRM, PROJECT NO. 1540, DATED 03/13/24, AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.
2. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE WEST LINE OF BLOCK 36, ANDREW'S ADDITION TO NEW SMYRNA, AS BEING S21°41'22"E.
3. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

LEGEND AND ABBREVIATIONS:

(#)	PLAT DIMENSION
CLF	CHAIN-LINK FENCE
LB	LICENSED BUSINESS
M.B.	MAP BOOK
NO.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK
PG(S).	PAGE/PAGES
PLS	PROFESSIONAL LAND SURVEYOR
R/W	RIGHT OF WAY
T/B	APPROXIMATE TOP OF BANK
T/S	APPROXIMATE TOE OF SLOPE
(TYP)	TYPICAL
VF	VINYL FENCE

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J17.050-.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Jeffrey W. Cory

Digitally signed by Jeffrey W. Cory
Date: 2025.10.03 12:12:03 -04'00'

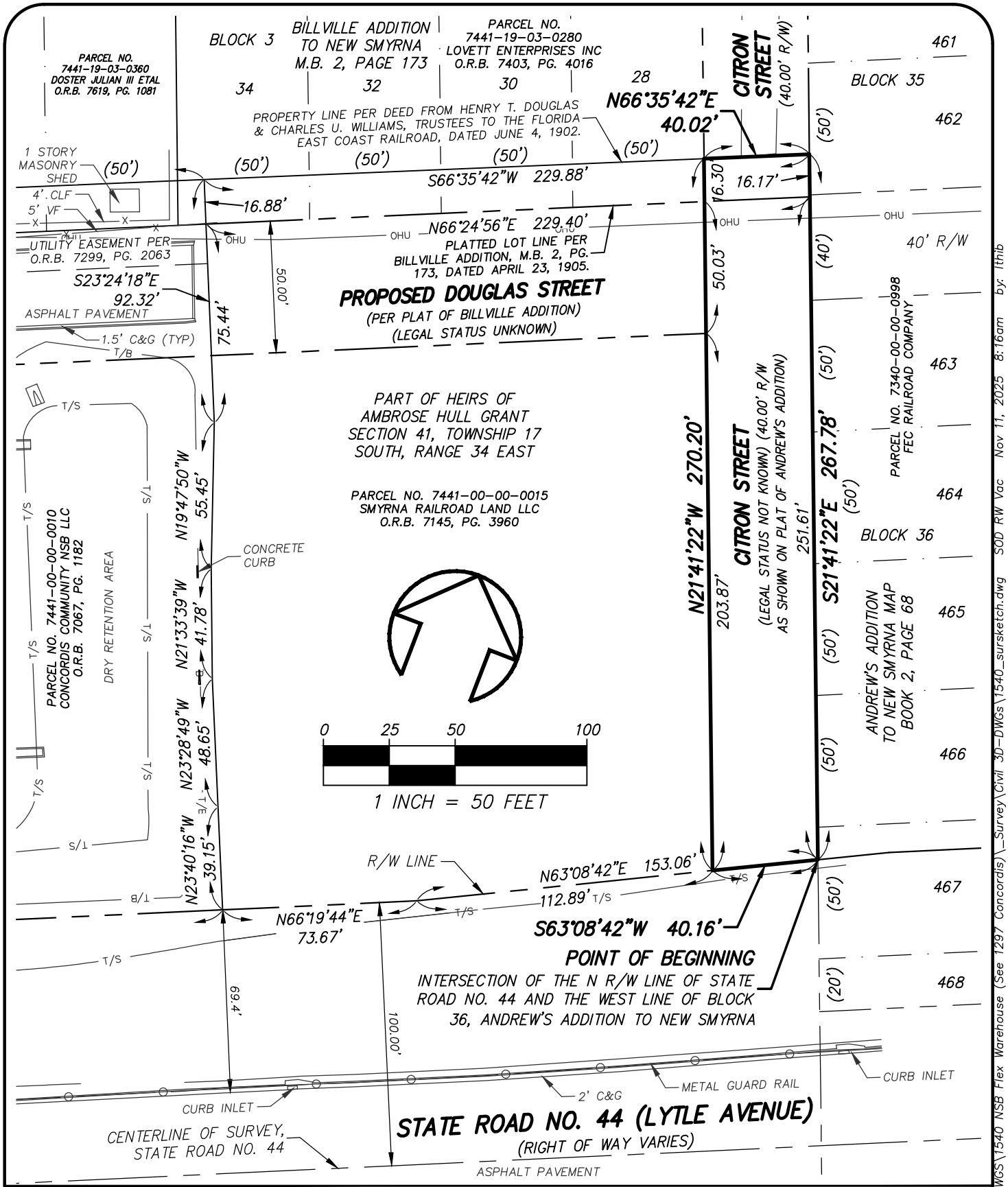
LEE H. DOWST. P.L.S. NO. 6860

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH: 386-258-7999

SKETCH AND DESCRIPTION (CITRON STREET R/W VACATION)			DRAW DATE: 11/11/25	SCALE: 1" = N/A	PROJECT # 1540
F.B./PG.: N/A	FIELD DATE: N/A	CREW: N/A	DRAWN BY: LAT	CHECKED BY: LHD	SHEET 1 OF 2

Drawing name: V:\DWGS\1540 NSB Flex Warehouse (See 1297 Concords)_Survey\Civil 3D-DWGs\1540_sursketch.dwg SOD RW Vac Nov 11, 2025 10:20am by: ithib

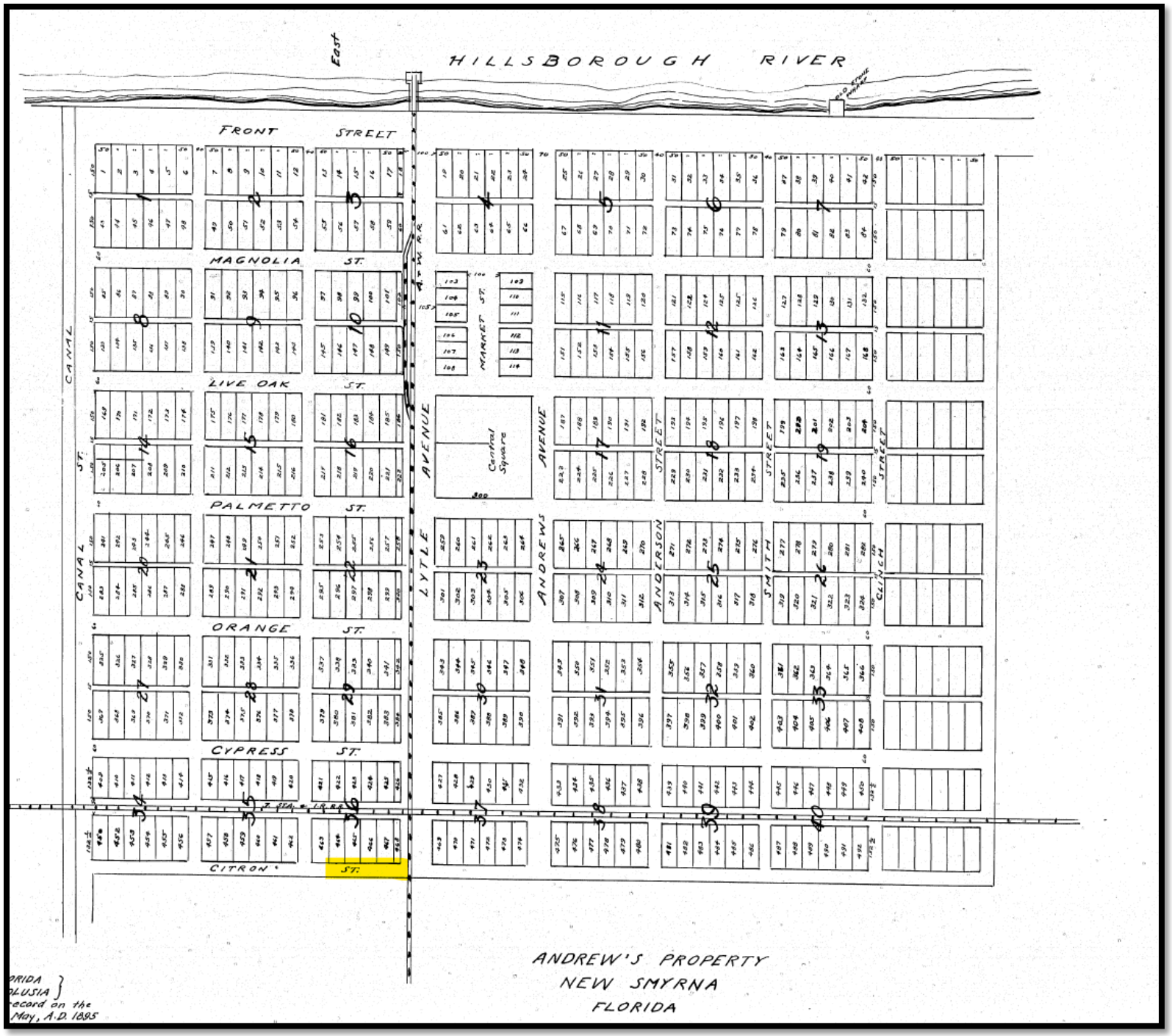


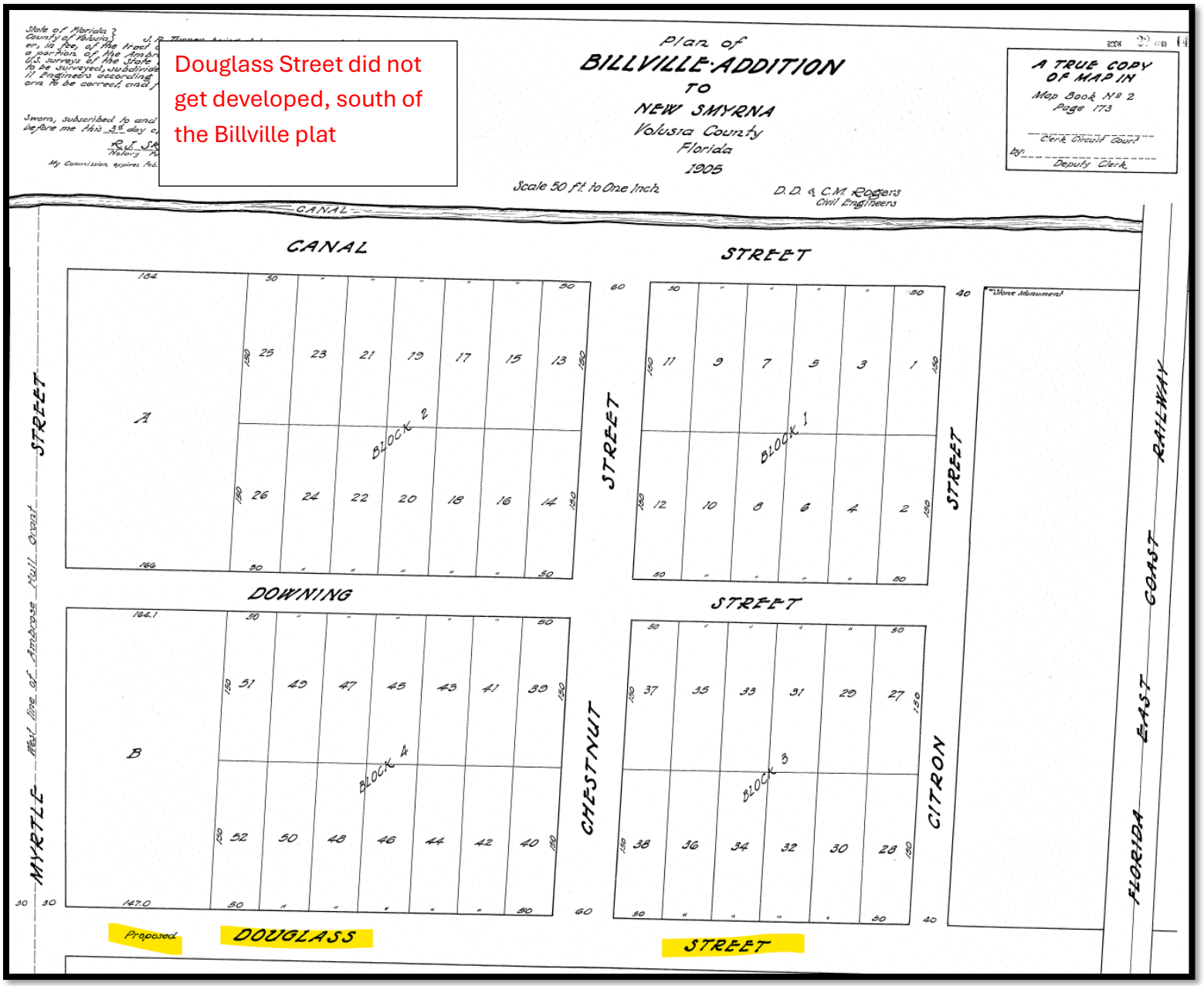
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH: 386-258-7999

SKETCH AND DESCRIPTION (CITRON STREET R/W VACATION)			DRAW DATE: 11/11/25	SCALE: 1" = 50'	PROJECT # 1540
F.B./PG.: N/A	FIELD DATE: N/A	CREW: N/A	DRAWN BY: LAT	CHECKED BY: LHD	SHEET 2 OF 2

Drawing name: V:\DWGS\1540 NSB Flex Warehouse (See 1297 Concordis)_Survey\Civil 3D-DWGs\1540_surskeetch.dwg SOD RW Vac Nov 11, 2025 8:16am by: lthib

Exhibit E


HILLSBOROUGH RIVER
FRONT STREET
MAGNOLIA ST.
LIVE OAK ST.
PALMETTO ST.
ORANGE ST.
CYPRESS ST.
CITRON ST.
CANAL ST.
LYTLE AVENUE
MARKET ST.
Central Square
ANDREWS AVENUE
ANDERSON STREET
SMITH STREET
CLINCH STREET
ANDREW'S PROPERTY
NEW SMYRNA
FLORIDA


Douglass Street did not get developed, south of the Billville plat
Plan of
BILLVILLE ADDITION
TO
NEW SMYRNA
Volusia County
Florida
1905
Scale 50 ft. to One Inch.
D. D. & C. M. Rogers
Civil Engineers
A TRUE COPY OF MAP IN
Map Book No 2
Page 173
Clerk Circuit Court
by
Deputy Clerk
CANAL
CANAL
STREET
STREET
STREET
STREET
STREET
STREET
DOWNING
CHESTNUT
CITRON
MYRTLE
West line of Ambrose Mill Grant
FLORIDA EAST COAST RAILWAY
"Stone Monument"
A
B
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
Proposed
DOUGLASS
STREET

New Smyrna Beach
• • • UTILITIES • • •

October 31, 2025

Mr. Corey D. Brown, Esquire
420 South Nova Road
Daytona Beach, FL 32114

SUBJECT: **Proposed Vacation of Highlighted Platted Right-of-Way "Citron Street."**
Located within Parcel ID 744100000015, Public Records of Volusia County

Dear Mr. Brown:

New Smyrna Beach Utilities has no objection regarding the potable water, wastewater and reclaimed water to the proposed vacation of the platted Right-of-Way as depicted in your letter dated October 29, 2025 (attached).

New Smyrna Beach Utilities has no water, reclaim or sanitary sewer mains in the right-of-way to be vacated.

Storch Law Firm will be required to grant a utilities easement for the existing overhead power line located on the northern portion of the parcel as a condition of the Right-of-Way vacation and match the width of the existing utilities easement O.R.B. 7299, PG 2063.

Please do not hesitate to call me if you have any questions or require additional information.

Sincerely,

Kristin Greene

Kristin Greene
Civil Engineering Technician
Office: 386-424-3008

STORCH
LAW FIRM

GLENN D. STORCH, ESQUIRE
glenn@storchlawfirm.com

COREY D. BROWN, ESQUIRE
corey@storchlawfirm.com

A. JOSEPH POSEY, ESQUIRE
joey@storchlawfirm.com

October 29, 2025

Via Electronic Mail: kho@nsbufl.com
Mr. Kenny Ho
New Smyrna Beach Utilities Commission
P.O. Box 100
New Smyrna Beach, FL 32170

Re: Proposed Vacation of a Portion of the Citron St. Right-of-Way
Plat of Andrew's Addition to New Smyrna, Plat Book 2, Page 68

Dear Kenny:

I am writing to request a letter of no objection for the vacation of a section of the Citron Street right-of-way within Parcel ID Number 7441-00-00-0015. As we discussed at the pre-application meeting with City of NSB staff, we will provide an easement for the existing overhead power line as a condition of the vacation.

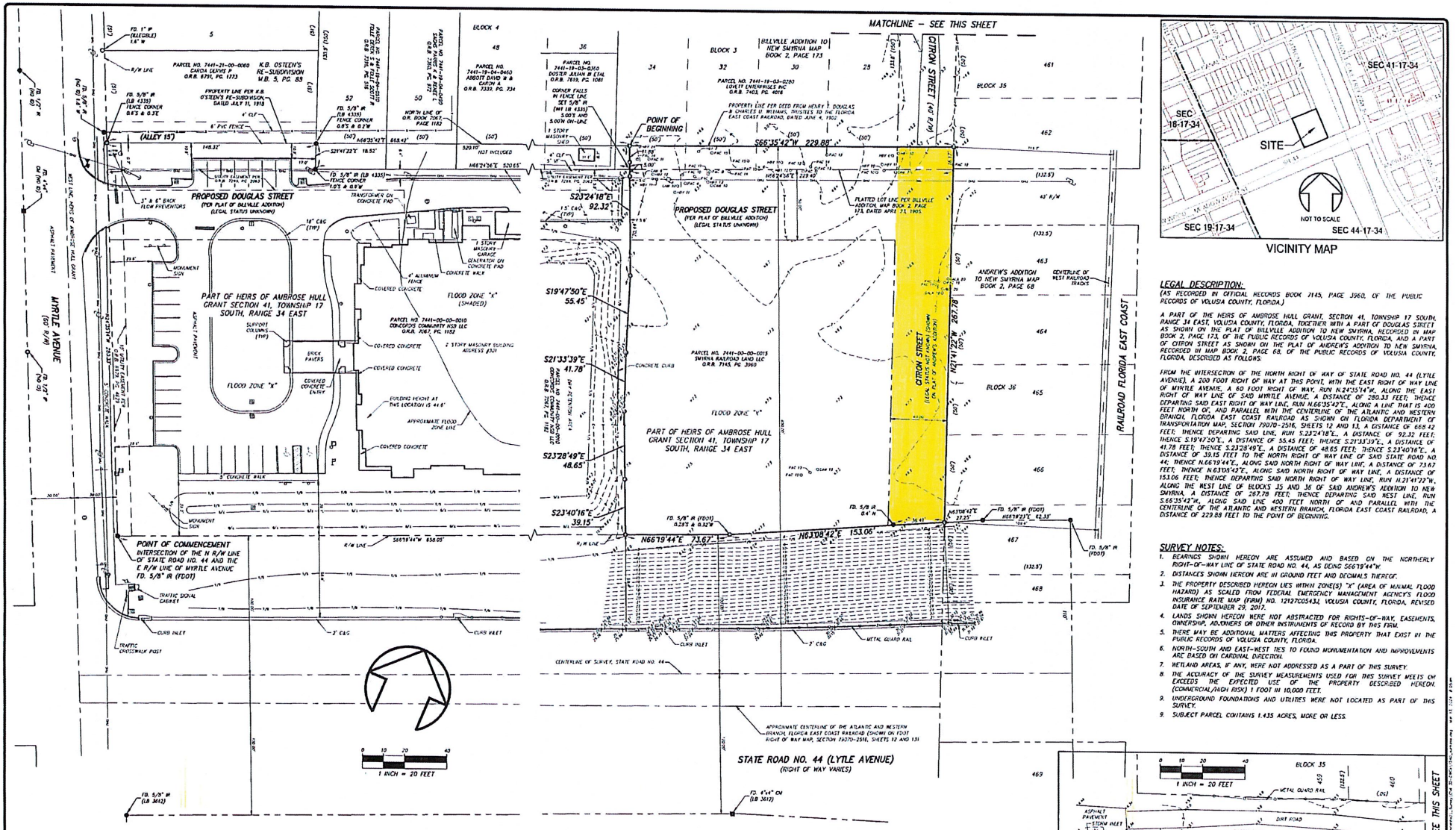
Accompanying this letter is a survey with the area to be vacated highlighted in yellow. Please let me know if any questions, and thank you in advance for your assistance.

Kindest regards,

Corey D. Brown

CDB
Enclosures

420 South Nova Road • Daytona Beach, Florida 32114
(386) 238-8383 • (386) 238-0988 (fax)
Website: www.storchlawfirm.com



VICINITY MAP

LEGAL DESCRIPTION:

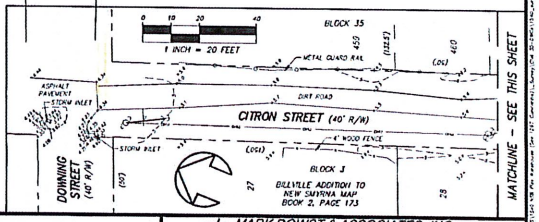
(AS RECORDED IN OFFICIAL RECORDS BOOK 7145, PAGE 3960, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.)

A PART OF THE HEIRS OF AMBROSE HULL GRANT, SECTION 41, TOWNSHIP 17 SOUTH, RANGE 34 EAST, VOLUSIA COUNTY, FLORIDA, TOGETHER WITH A PART OF DOUGLAS STREET AS SHOWN ON THE PLAT OF BILLVILLE ADDITION TO NEW SMYRNA, RECORDED IN MAP BOOK 2, PAGE 173, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND A PART OF CITRON STREET AS SHOWN ON THE PLAT OF ANDREW'S ADDITION TO NEW SMYRNA, RECORDED IN MAP BOOK 2, PAGE 68, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE INTERSECTION OF THE NORTH RIGHT OF WAY OF STATE ROAD NO. 44 (LYTLE AVENUE), A 200 FOOT RIGHT OF WAY AT THIS POINT, WITH THE EAST RIGHT OF WAY LINE OF MYRTLE AVENUE, A 60 FOOT RIGHT OF WAY, RUN N.24°35'14"W., ALONG THE EAST RIGHT OF WAY LINE OF SAID MYRTLE AVENUE, A DISTANCE OF 280.33 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN N.66°35'42"E., ALONG A LINE THAT IS 400 FEET NORTH OF, AND PARALLEL WITH THE CENTERLINE OF THE ATLANTIC AND WESTERN BRANCH, FLORIDA EAST COAST RAILROAD AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION MAP, SECTION 79070-2516, SHEETS 12 AND 13, A DISTANCE OF 668.42 FEET; THENCE DEPARTING SAID LINE, RUN S.23°24'18"E., A DISTANCE OF 92.32 FEET; THENCE S.19°47'50"E., A DISTANCE OF 55.45 FEET; THENCE S.21°33'39"E., A DISTANCE OF 41.78 FEET; THENCE S.23°28'49"E., A DISTANCE OF 48.65 FEET; THENCE S.23°40'16"E., A DISTANCE OF 39.15 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID STATE ROAD NO. 44; THENCE N.66°19'44"E., ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 73.67 FEET; THENCE N.63°08'42"E., ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 153.06 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN N.21°41'22"W., ALONG THE WEST LINE OF BLOCKS 35 AND 36 OF SAID ANDREW'S ADDITION TO NEW SMYRNA, A DISTANCE OF 267.78 FEET; THENCE DEPARTING SAID WEST LINE, RUN S.66°35'42"W., ALONG SAID LINE 400 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF THE ATLANTIC AND WESTERN BRANCH, FLORIDA EAST COAST RAILROAD, A DISTANCE OF 229.88 FEET TO THE POINT OF BEGINNING.

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, AS BEING S66°19'44"W.
2. DISTANCES SHOWN HEREON ARE IN GROUND FEET AND DECIMALS THEREOF.
3. THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE(S) "X" (AREA OF MINIMAL FLOOD HAZARD) AS SCALED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) NO. 12127C0543J, VOLUSIA COUNTY, FLORIDA, REVISED DATE OF SEPTEMBER 29, 2017.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD BY THIS FIRM.
5. THERE MAY BE ADDITIONAL MATTERS AFFECTING THIS PROPERTY THAT EXIST IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
6. NORTH-SOUTH AND EAST-WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION.
7. WETLAND AREAS, IF ANY, WERE NOT ADDRESSED AS A PART OF THIS SURVEY.
8. THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON. (COMMERCIAL/HIGH RISK) 1 FOOT IN 10,000 FEET.
9. UNDERGROUND FOUNDATIONS AND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY.
9. SUBJECT PARCEL CONTAINS 1.435 ACRES, MORE OR LESS.



LEGEND AND ABBREVIATIONS:

( )	PLAT/DEED	MB	MAP BOOK	WF	WOOD PRIVACY FENCE	●	FOUND IRON ROD (AS NOTED)
+/-	MORE OR LESS	N/D	NAIL & DISK	WV	WATER VALVE	○	FOUND IRON PIPE (AS NOTED)
AC	ASPHALT	NO	NUMBER	WM	WATER METER	▲	FLAG POLE
C&G	CURB & GUTTER	O.R.B.	OFFICIAL RECORDS BOOK	CO	CLEAN OUT	⊠	CABLE TELEVISION RISER POST
℄	CENTER LINE	OHU	OVER-HEAD UTILITIES	GV	GAS VALVE	⊡	ELECTRIC JUNCTION BOX
CLF	CHAIN-LINK FENCE	P(S)(D)	PAGE (STATED)	BFP	BACK FLOW PREVENTOR	⊡	TELEPHONE JUNCTION BOX
CM	CONCRETE MONUMENT	P.S.M.	PROFESSIONAL LAND SURVEYOR	FH	FIRE HYDRANT	⊡	WATER METER
D.E.	DRAINAGE EASEMENT	PRM	PERMANENT REFERENCE MONUMENT	FDC	FIRE DEPT.CONNECTION	⊡	WOOD UTILITY POLE
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	PSM	PROFESSIONAL SURVEYOR MAPPER	HC	HANDICAP PARKING	⊡	TRAFFIC SIGNAL POLE
FIRM	FLOOD (FLORIDA) INSURANCE RATE MAP	R/W	RIGHT OF WAY	SPS	SINGLE POLE SIGN	⊡	GUY ANCHOR
FNC	FENCE	SEC	SECTION-TOWNSHIP-RANGE	B	BOLLARD	⊡	LIGHT POLE
FD	FOUND	T/B	APPROXIMATE TOP OF BANK	DL	DEKAB LINE	⊡	CATCH BASIN/YARD DRAIN
ID	IDENTIFICATION	T/S	APPROXIMATE TOP OF SLOPE		FOUND 4"x4" CM (AS NOTED)	⊡	STORM MANHOLE
IP	IRON PIPE	UE	UTILITY EASEMENT		SET 4"x4" CM (AS NOTED)	⊡	GREASE TRAP
IR	IRON ROD	(TYP)	TYPICAL		FOUND N/D (AS NOTED)	⊡	SANITARY MANHOLE
LB	LICENSED BUSINESS	W	WOOD FENCE		SET/FOUND 5/8" IRC (LB 4335)	⊡	TELEPHONE MANHOLE

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LEE H. DOWST, STATE OF FLORIDA, PROFESSIONAL SURVEYOR AND MAPPER, LS 6860

Digitally signed by Lee H Dowst
Date: 2024.03.18 13:59:22 -04'00'

LEE H. DOWST, P.L.S. NO. 6860
www.mdoeng.com

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

TREE LEGEND:

○	TREE LOCATION WITH TYPE & SIZE
CAM	CAMPHOR TREE
HDT	HACKBERRY TREE
GALA	LAUREL OAK TREE
PAC	CABBAGE PALM

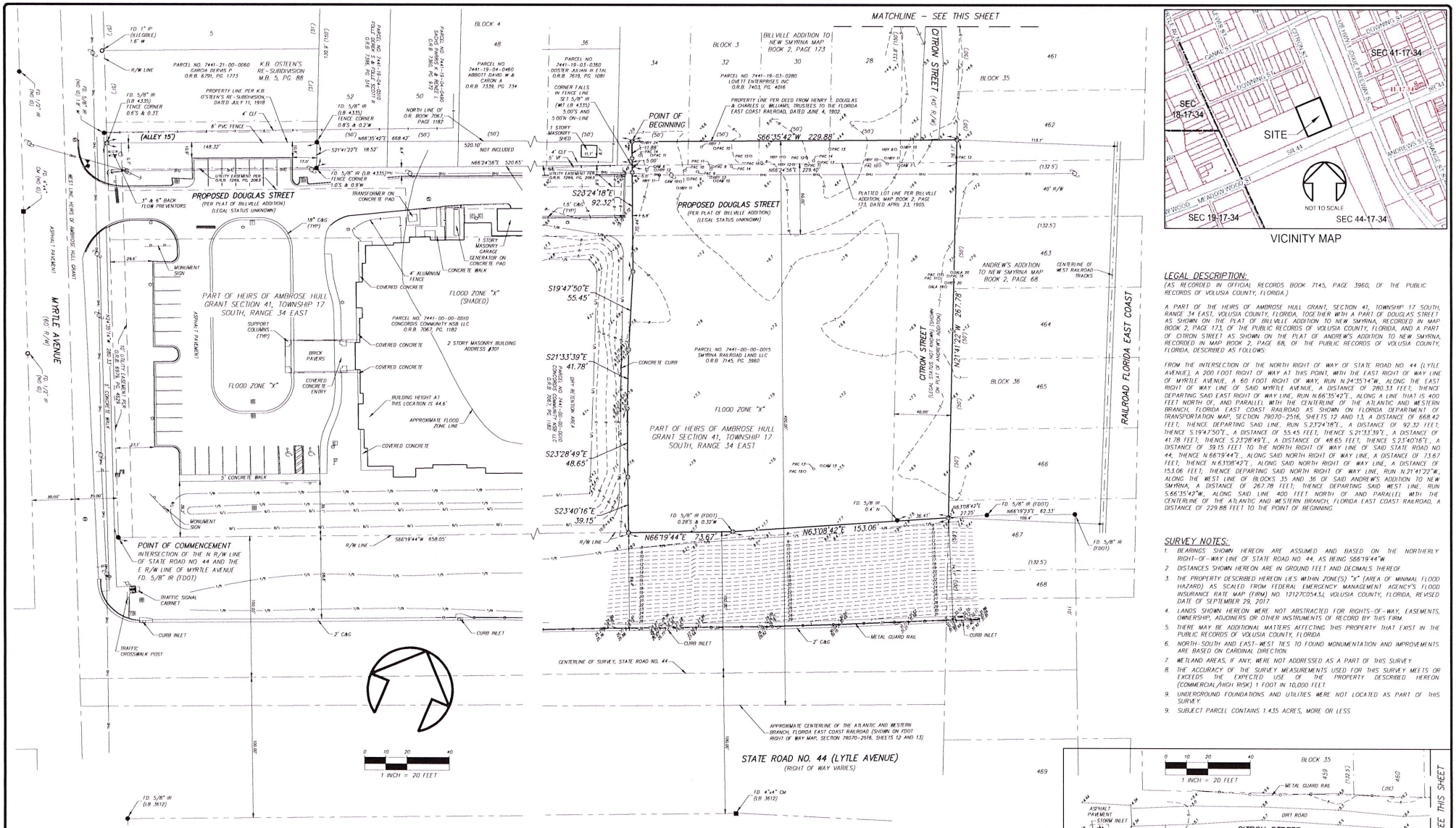
REVISIONS				
F.B. / PG.	DATE	BY	DESCRIPTION	CFD

MARK DOWST & ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS LB#4335
536 NORTH NAUSAU AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH:386-255-7999

BOUNDARY, TOPOGRAPHIC AND TREE LOCATION SURVEY — PROJECT #: 1540

DRAWN BY: LAT | DRAW DATE: 03/13/24 | CHECKED BY: LHD | SCALE: 1" = 30' | FILE NAME: 1540_surbase.dwg

CREW: BK,P,LBT | FIELD DATE: 03/12/24 | F.B./PG.: 256/8-13,21 | SHEET 1 OF 1



VICINITY MAP

LEGAL DESCRIPTION:

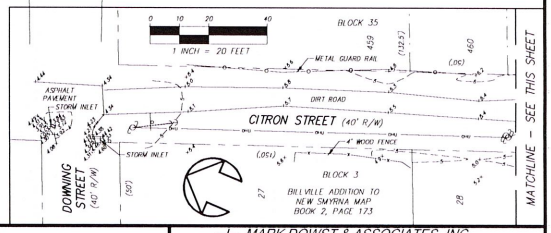
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AC.	ACRES	NO.	NUMBER	WM	WATER VALVE	⊕	FLAG POLE
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FNC	FENCE	SEC	SECTION-TOWNSHIP-RANGE		BILLBOARD		LIGHT POLE
F.D.	FOUND	T/A	APPROXIMATE TOP OF BANK		BREAK LINE		CATCH BASIN/YARD DRAIN
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IR	IRON ROD	(TYP)	TYPICAL		FOUND N/D (AS NOTED)		SANITARY MANHOLE
LB	LICENSED BUSINESS	W	WOOD FENCE		SET/FOUND 5/8" IRC (LB 4335)		TELEPHONE MANHOLE

SURVEYOR'S CERTIFICATE:

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LEE H. DOWST
License Number 6860
STATE OF FLORIDA
Professional Surveyor and Mapper

Digitally signed by Lee H Dowst
Date: 2024.03.18 13:59:22 -04'00'

LEE H. DOWST, P.L.S. NO. 6860
www.mdoeng.com

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

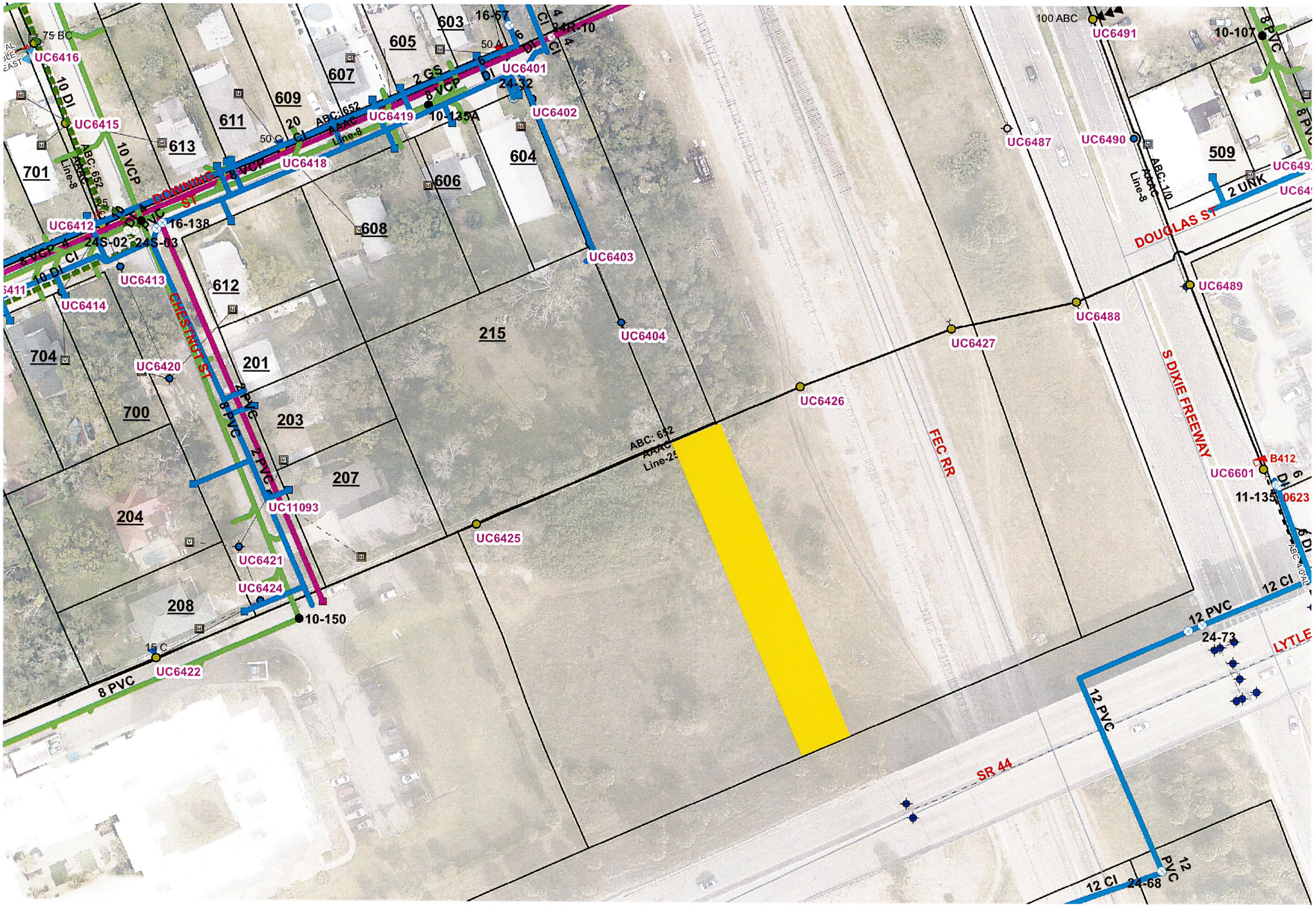
TREE LEGEND:

○	TREE LOCATION WITH TYPE & SIZE
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REVISIONS				
F.B. / PG.	DATE	BY	DESCRIPTION	CKD

MARK DOWST & ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS LB#4335
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH: 386-258-7999

BOUNDARY, TOPOGRAPHIC AND TREE LOCATION SURVEY			PROJECT # 1540
DRAWN BY: LAT	DRAW DATE: 03/13/24	CHECKED BY: LHD	SCALE: 1" = 30'
CREW: BK,PJ,RT	FIELD DATE: 03/12/24	F.B./PG.: 256/9-13,21	SHEET: 1 OF 1


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DOUGLAS ST
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FEC RR
SR 44
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2 UNK
12 PVC
12 CI
8 PVC
8 VCP
10 VCP
10 DI
2 GS
2 PVC
15 C
50 C
75 BC
100 ABC
ABC: 652
AAAC
Line-8
ABC: 140
ABC: 652
AAAC
Line-25

STORCH
LAW FIRM

GLENN D. STORCH, ESQUIRE
glenn@storchlawfirm.com

COREY D. BROWN, ESQUIRE
corey@storchlawfirm.com

A. JOSEPH POSEY, ESQUIRE
joey@storchlawfirm.com

December 16, 2025

Via Electronic Mail: jbaker@cityofnsb.com
Jake Baker, AICP
Senior Planner
City of New Smyrna Beach
214 Sams Avenue
New Smyrna Beach, FL 32168

Re: Benefits of Vacation of the Citron Street Right of Way

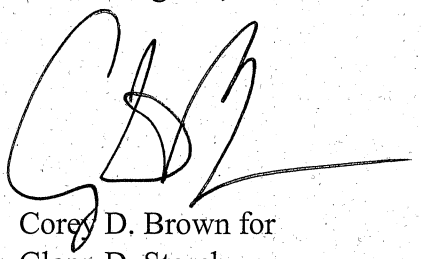
Dear Jake:

I'm writing to explain how the proposed vacation of the Citron Street right-of-way is in the interest of the public good, which is the case for several reasons. First of all, the section of Citron Street to be vacated does not go anywhere. The south end of the right-of-way runs into the earthen ramp for the SR 44 overpass of U.S. 1 and the railroad tracks, and those FEC railroad tracks are the only thing on the east side of Citron St. Neither the public nor any private property owners can make any use of the right-of-way in those two directions. In contrast, the applicant is the only person or entity with ownership of property both lying underneath the right-of-way and adjoining the entire section of right-of-way to the west. As such, the public has no existing or potential use of Citron Street in this location, meaning the right-of-way is not doing the public any good in its current state.

In contrast to the lack of any public benefit stemming from the existing right-of-way, the applicant does have the ability and intent to use the land under the right-of-way as the site of a new warehouse building. This new redevelopment project is a good use of the property, which is zoned for industrial uses, and the new building will increase surrounding property values and the City's tax base, directly benefitting the public. In addition, the removal of the right-of-way could reduce the City's potential liability for accidents or injuries that may occur within the current City right-of-way. Finally, the applicant has agreed to grant a utility easement to New Smyrna Beach Utilities for the section of existing overhead powerlines that cross the right-of-way.

For all of the above reasons, the partial vacation of the Citron St. right-of-way is in the interest of the public good. Please let me know if you have any questions.

Kindest regards,



Corey D. Brown for
Glenn D. Storch

GDS/cdb

Exhibit H

After review of the referenced vacation request for a platted right-of-way (Citron Street) within parcel ID#744100000015 the Engineering Department has no objection taking into consideration the following:

1.There is no potential roadway connectivity to SR44 or other dedicated rights-of-way for traffic management or access purposes.
2.The alignment of a potential multi-use trail was contemplated at one time to avoid crossing SR44, but no longer appears to be a viable route.
3.Without the benefit of a Phase I environmental site assessment the City is released in full from any costs or remedial obligations should a potential brownfield or contaminated soils exist.

Let me know if you need more input on any of these items.

Thanks,

Kyle W. Fegley, P.E.
City Engineer
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168
Office (386) 410-2811
Mobile (386) 547-1159
Kfegley@cityofnsb.com
www.cityofnsb.com

RESOLUTION NO. 01-26

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH EXPRESSING THE INTENT TO VACATE A PLATTED UNOPENED RIGHT-OF-WAY IN THE ANDREW'S SUBDIVISION, GENERALLY LOCATED NORTH OF SR 44, EAST OF LEXINGTON PLACE ASSISTED LIVING FACILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Glenn D. Storch, 420 S. Nova Road, Daytona Beach, Florida 32114, applicant, has requested the vacation of a platted unopened right-of-way in the Andrew's Subdivision, generally located north of SR 44, east of Lexington Assisted Living Facility; and

WHEREAS, Section 70-36, City Code, requires that before adopting an ordinance vacating a street, the City Commission shall pass a resolution expressing its intent to vacate the street; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to adopt an ordinance vacating a platted unopened right-of-way in the Andrew's Subdivision as more fully described below.

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

SECTION 1: ***Intent to Vacate.*** That the City Commission of the City of New Smyrna Beach, Florida hereby expresses its intent to vacate a platted unopened right-of-way in the Andrew's Subdivision. Said property is hereinafter described as follows:

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

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

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

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 1/13/2026

EXHIBIT "A"

LEGAL DESCRIPTION:

(AS CREATED BY MARK DOWST & ASSOCIATES, INC.)

THAT PORTION OF CITRON STREET LYING WEST OF BLOCKS 35 AND 36, ANDREW'S ADDITION TO NEW SMYRNA, AS RECORDED IN MAP BOOK 2, PAGE 68, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44 AND THE WEST LINE OF BLOCK 36, ANDREW'S ADDITION TO NEW SMYRNA, AS RECORDED IN MAP BOOK 2, PAGE 68, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S63°08'42"W ALONG THE NORTH RIGHT-OF-WAY OF SAID STATE ROAD NO. 44, A DISTANCE OF 40.16 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF CITRON STREET, HAVING A 40.00 FOOT RIGHT-OF-WAY; THENCE N21°41'22"W ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 270.20 FEET TO A POINT ON THE PROPERTY LINE PER DEED FROM HENRY T. DOUGLAS & CHARLES U. WILLIAMS, TRUSTEES TO THE FLORIDA EAST COAST RAILROAD, DATED JUNE 4, 1902; THENCE N66°35'42"E ALONG SAID PROPERTY LINE, A DISTANCE OF 40.02 FEET TO A POINT ON THE WEST LINE OF BLOCK 35, SAID ANDREW'S ADDITION TO NEW SMYRNA; THENCE S21°41'22"E ALONG THE WEST LINE OF BLOCK 35 AND THE WEST LINE OF AFORESAID BLOCK 36, A DISTANCE OF 267.78 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.25 ACRES, MORE OR LESS.

SURVEY NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, THIS IS A SKETCH OF DESCRIPTION ONLY. IMPROVEMENTS SHOWN HEREON WERE OBTAINED FROM A SURVEY PREPARED BY THIS FIRM, PROJECT NO. 1540, DATED 03/13/24, AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.
2. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE WEST LINE OF BLOCK 36, ANDREW'S ADDITION TO NEW SMYRNA, AS BEING S21°41'22"E.
3. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

LEGEND AND ABBREVIATIONS:

(#)	PLAT DIMENSION
CLF	CHAIN-LINK FENCE
LB	LICENSED BUSINESS
M.B.	MAP BOOK
NO.	NUMBER
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T/S	APPROXIMATE TOE OF SLOPE
(TYP)	TYPICAL
VF	VINYL FENCE

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J17.050-.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LEE H DOWST License Number 6860 STATE OF FLORIDA Professional Surveyor and Mapper

Digitally signed by Lee H Dowst
Date: 2025.11.11 10:25:55 -05'00'

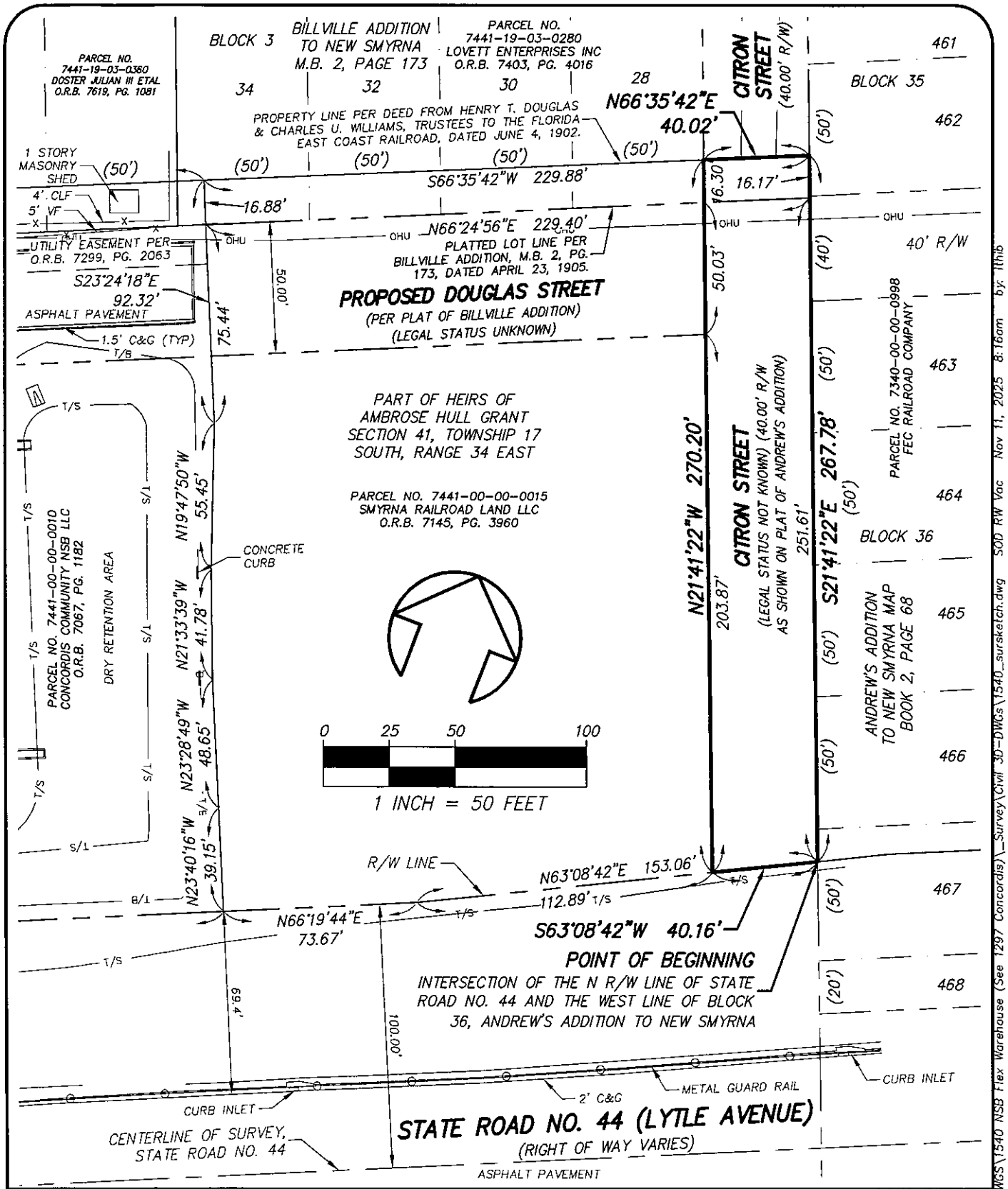
LEE H. DOWST. P.L.S. NO. 6860

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH: 386-258-7999

SKETCH AND DESCRIPTION (CITRON STREET R/W VACATION)			DRAW DATE: 11/11/25	SCALE: 1" = N/A	PROJECT # 1540
F.B./PG.: N/A	FIELD DATE: N/A	CREW: N/A	DRAWN BY: LAT	CHECKED BY: LHD	SHEET 1 OF 2

Drawing name: V:\DWGS\1540 NSB Flex Warehouse (See 1297 Concordia)_Survey\Civil 3D-DWGs\1540_sursketch.dwg SOD RW Vac Nov 11, 2025 10:20am by: lthib



MARK DOWST & ASSOCIATES, INC.
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536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH: 386-258-7999

SKETCH AND DESCRIPTION (CITRON STREET R/W VACATION)			DRAW DATE: 11/11/25	SCALE: 1" = 50'	PROJECT # 1540
F.B./PG.: N/A	FIELD DATE: N/A	CREW: N/A	DRAWN BY: LAT	CHECKED BY: LHD	SHEET 2 OF 2

Drawing name: V:\DWGS\1540 NSB Flex Warehouse (See 1297 Concordis)_Survey\Civil 3D-DWGs\1540_surskетch.dwg Nov 11, 2025 8:16am by: lthib

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: ORD 20-26 Vacating ROW - Citron St.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Ord 20-26 Vacating ROW - Citron St.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 20-26

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH VACATING A PLATTED UNOPENED RIGHT-OF-WAY IN THE ANDREW'S SUBDIVISION, GENERALLY LOCATED NORTH OF SR 44, EAST OF LEXINGTON PLACE ASSISTED LIVING FACILITY; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Glen D. Storch, 420 S. Nova Road, Daytona Beach, Florida 32114, applicant, have requested the vacation of a platted unopened right-of-way in the Andrew's Subdivision, generally located north of SR 44, east of Lexington Assisted Living Facility; and

WHEREAS, Section 70-36, City Code, requires that before adopting an ordinance vacating a street or alley, the City Commission shall pass a resolution expressing its intent to vacate the street or alley; and

WHEREAS, the City Commission, in accordance with Section 70-36, City Code, adopted Resolution No. 01-26 on January 27, 2026, expressing its intent to vacate a portion of platted unopened right-of-way on the north of SR 44, east of Lexington Assisted Living Facility; and

WHEREAS, the Planning and Zoning Board, at its meeting of January 5, 2026, by vote of 5-0 recommended that the City Commission approve the requested street vacation; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to vacate a portion of the platted unopened right-of-way in the Andrew's Subdivision.

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

SECTION 1: ***Vacation.*** That the City Commission of the City of New Smyrna Beach, Florida hereby vacates a portion of the platted unopened right-of-way located in the Andrew's Subdivision. Said property is hereinafter described as follows:

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

SECTION 2: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance are hereby rescinded or repealed.

SECTION 3: ***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: 2/2/2026

EXHIBIT "A"

LEGAL DESCRIPTION:

(AS CREATED BY MARK DOWST & ASSOCIATES, INC.)

THAT PORTION OF CITRON STREET LYING WEST OF BLOCKS 35 AND 36, ANDREW'S ADDITION TO NEW SMYRNA, AS RECORDED IN MAP BOOK 2, PAGE 68, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44 AND THE WEST LINE OF BLOCK 36, ANDREW'S ADDITION TO NEW SMYRNA, AS RECORDED IN MAP BOOK 2, PAGE 68, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S63°08'42"W ALONG THE NORTH RIGHT-OF-WAY OF SAID STATE ROAD NO. 44, A DISTANCE OF 40.16 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF CITRON STREET, HAVING A 40.00 FOOT RIGHT-OF-WAY; THENCE N21°41'22"W ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 270.20 FEET TO A POINT ON THE PROPERTY LINE PER DEED FROM HENRY T. DOUGLAS & CHARLES U. WILLIAMS, TRUSTEES TO THE FLORIDA EAST COAST RAILROAD, DATED JUNE 4, 1902; THENCE N66°35'42"E ALONG SAID PROPERTY LINE, A DISTANCE OF 40.02 FEET TO A POINT ON THE WEST LINE OF BLOCK 35, SAID ANDREW'S ADDITION TO NEW SMYRNA; THENCE S21°41'22"E ALONG THE WEST LINE OF BLOCK 35 AND THE WEST LINE OF AFORESAID BLOCK 36, A DISTANCE OF 267.78 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.25 ACRES, MORE OR LESS.

SURVEY NOTES:

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LEGEND AND ABBREVIATIONS:

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CLF	CHAIN-LINK FENCE
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SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J17.050-.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LEE H DOWST License Number 6860 STATE OF FLORIDA Professional Surveyor and Mapper

Digitally signed by Lee H Dowst
Date: 2025.11.11 10:25:55 -05'00'

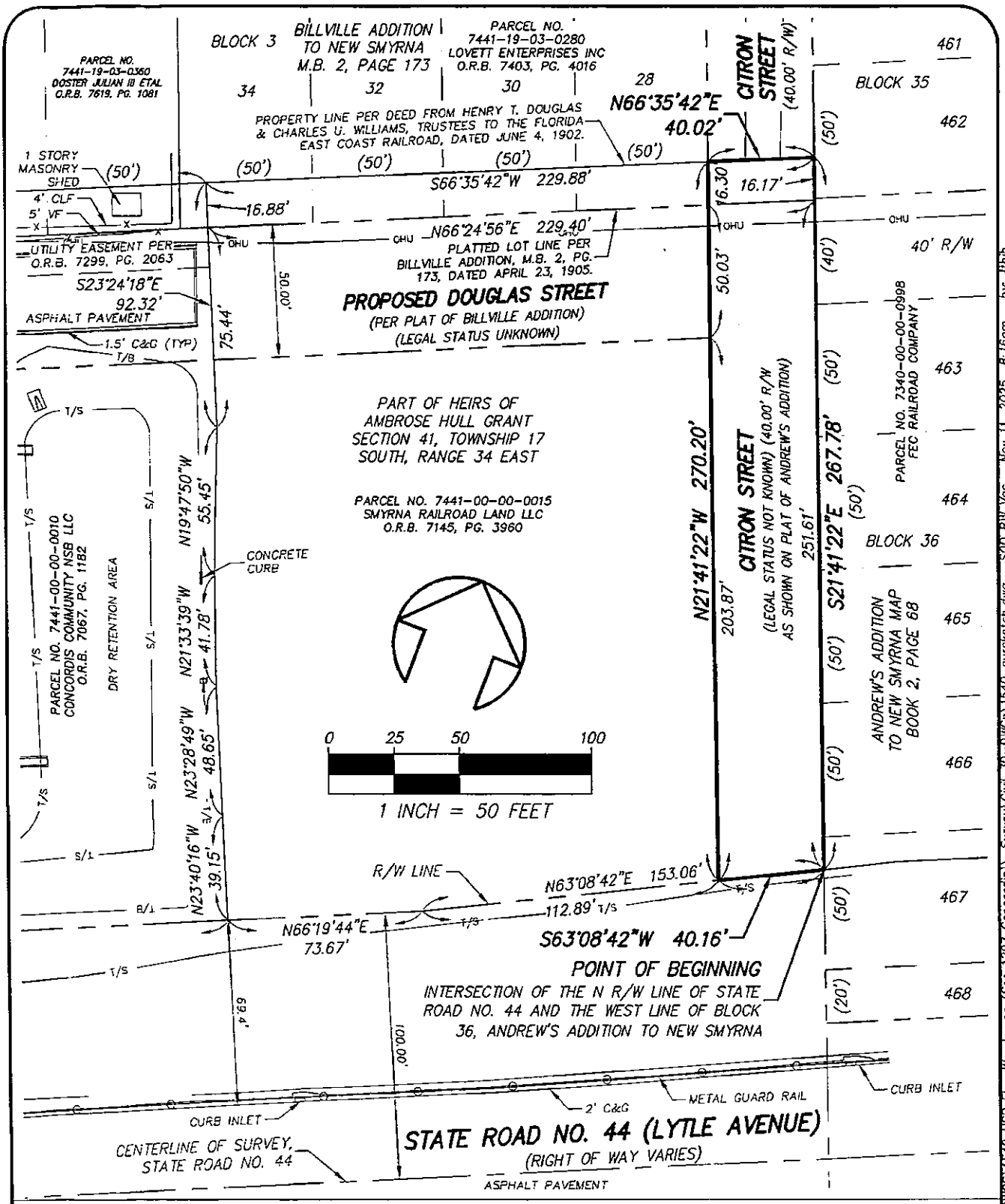
LEE H. DOWST, P.L.S. NO. 6860

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH: 386-258-7999

SKETCH AND DESCRIPTION (CITRON STREET R/W VACATION)			DRAW DATE: 11/11/25	SCALE: 1" = N/A	PROJECT # 1540
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Drawing name: V:\DWGS\1540 NSB Flex Warehouse (Sec 1297 Concordia)_Survey\Civil 3D-DWGs\1540_sursketch.dwg SOD RW Vac Nov 11, 2025 10:20am by: lthib



MARK DOWST & ASSOCIATES, INC.

* ENGINEERS PLANNERS SURVEYORS LB#4335 *

536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH: 386-258-7999

SKETCH AND DESCRIPTION (CITRON STREET R/W VACATION)			DRAW DATE: 11/11/25	SCALE: 1" = 50'	PROJECT # 1540
F.B./PG.: N/A	FIELD DATE: N/A	CREW: N/A	DRAWN BY: LAT	CHECKED BY: LHD	SHEET 2 OF 2

Drawing name: V:\DWGS\1540 NSB Flex Warehouse (See 1297 Concordis)\...Survey\Civil 3D-DWGs\1540_sursketch.dwg SOD RW Vac Nov 11, 2025 8:16am by: lhib

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 21-26: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD VACATE A PORTION OF BUCK LANE FOR THE FUTURE EXPANSION OF FIRE STATION #50.

February 24, 2026

Background:

1. Applicant: Jesse Kobe, Capital Improvements Director, New Smyrna Beach, 210 Sams Avenue

2. Request: Vacation of 25.0' X 94.0'section of platted right-of-way (ROW) adjacent to City Fire Station 50, south of SR 44

3. Right-of-Way Information: The platted un-opened ROW is located along Buck Lane (platted Second Street), between platted and unopened First Avenue and Second Avenue

Exhibits used in this report:

Exhibit A: Location Map

Exhibit B: Aerial Map

Exhibit C: Depiction of ROW to be vacated

Exhibit D: Survey with Legal Description

Exhibit E: Recorded Plat

Exhibit F: Non-Objection Letter from New Smyrna Beach Utilities

Findings:

The Planning and Zoning Board voted 5-0 to recommend the City Commission **approve** this proposed ROW vacation.

1. The proposed street vacation is shown on the **Exhibit C**. The applicant, Jesse Kobe, Capital Improvements Director is requesting the vacation of the 25.0' ROW to allow for the further development of the City Fire Station #50. The ROW was originally 50.0' wide,

but the northern 25.0’ was already vacated. This request is to vacate the remaining 25.0 X 94.0’ section.

2. The City previously vacated 25.0' of the ROW for an earlier Fire Station project but the adjacent property to the south did not want to vacate the 25.0' along her frontage. The City has since purchased the property to facilitate the expansion of the Fire Department, thus the ROW is now separating the City property, and does not have a real purpose, as it now just divides the parcel.

3. Section 305.03 of the City's Land Development Regulations (LDR) requires the following items for a street vacation:

a. Plat of survey, including legal description and acreage of street or alley proposed to be vacated. **Received.**

b. list of all abutting property owners

c. Letter from New Smyrna Beach Utilities indicating:

I. No objection to the vacation; **Received**
II. No utilities are within the right-of-way proposed to be vacated; or **It has been verified that there are no utilities in the ROW.**
III. If utilities exist with right-of-way then a letter must indicate what utilities are located in the right-of-way, **N/A**
IV. If utilities exist in right-of-way, then letter must indicate easements required **No easements exist or are required.**
V. Letter from applicant explaining how the vacation is in the interest of the public good.

4. Section 305.03 C. of the City LDR requires:

a. the “City Planner shall review the application package for consistency with the City Comprehensive Plan and LDR,” and

b. “In addition, the City Planner shall determine whether or not the proposed vacation would be in the interest of the public good.” **The remaining 25.0’-wide section of ROW is not wide enough to be used as a road anymore, and vacating it will facilitate the expansion of Fire Station 50.**

5. This application for street vacation is consistent with the City Land Development Regulations. This street vacation application complies with all matters of general provision, enforcement, administration, concurrency and zoning district requirement as outlined in the City of New Smyrna Beach LDR.

6. This application for street vacation is consistent with the City Comprehensive Plan as it does not impact any level of service indicated within the Transportation Element of the Comprehensive Plan.

7. New Smyrna Beach Utilities, The Florida Gas Transmission Company, and the City's Engineering department have all provided notification that they do not object to the proposed ROW vacation, and that no utilities are within the right-of-way proposed to be vacated. The City Engineering Department has submitted a letter of no-objection to the right-a-way being vacated.

STAFF RECOMMENDATION

Staff recommends the City Commission ***approves*** the request to vacate the above-described ROW. The Planning and Zoning Board voted 5-0 to approve the ROW vacation.

Fiscal Analysis:
N/A

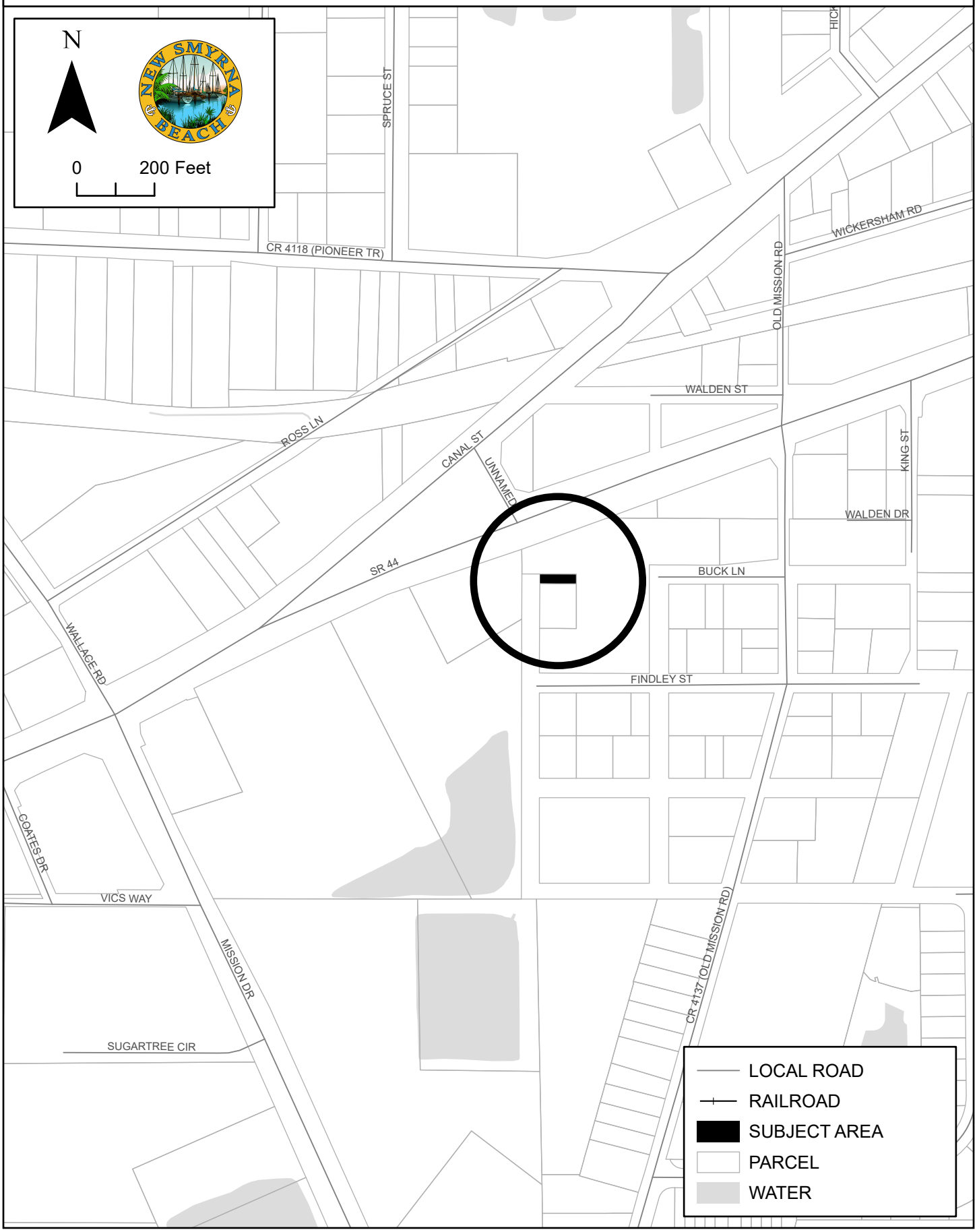
Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Depiction of area to be vacated.pdf
Exhibit D Survey with Legal Description.pdf
Exhibit E Woodland No 2 Plat.pdf
Exhibit F Letter of No Objection - UCNSB.pdf
Res 02-26 ROW Vacation - Buck Ln.pdf
Business Impact Estimate - Ord 21-26 Vacating ROW - Buck Ln.pdf
Ord 21-26 Vacating Buck Ln.pdf

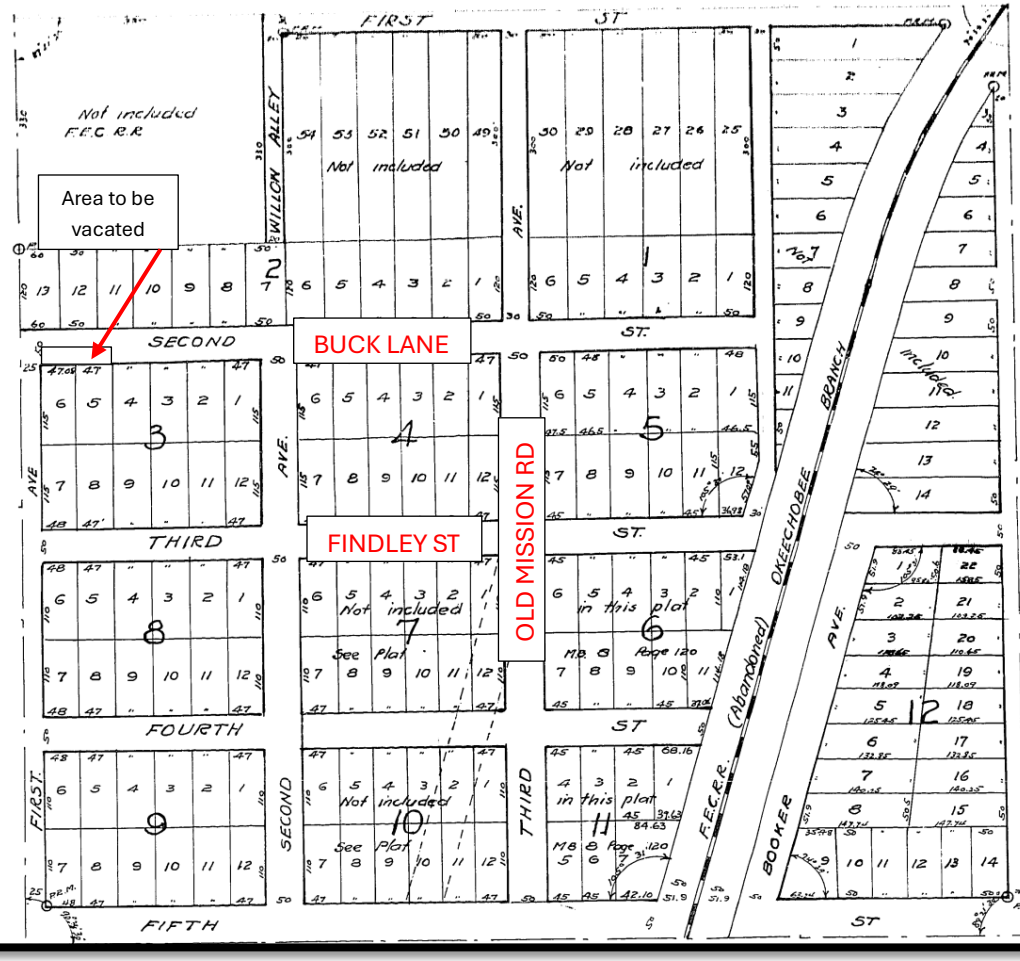
SV-03-25: 1400 FINDLEY STREET
LOCATION MAP



SV-03-25: 1400 FINDLEY STREET
AERIAL MAP



11-124



WOODLAND NO 2

OLD MISSION CITY VOLUSIA COUNTY FLORIDA

Being a re-sub division of C. T. Roper's Subdivision of S.E.¼ of N.W.¼ Sec. 19 Twp. 17 S. R. 34 E., excepting Lots 1 to 14 inclusive, Lots 25 to 30 inclusive, Lots 49 to 54 inclusive and those parts owned by the Florida East Coast Railway.

We L.D Buck and Cora Buck, his wife, hereby declare that we are the owners of C. T. Roper's Subdivision of S.E.¼ of N.W.¼ Sec. 19. Twp. 17. S. R. 34 E. excepting Lots 1 to 14 inclusive Lots 25 to 30 inclusive, Lots 49 to 54 inclusive and those parts owned by the Florida East Coast Railway, covered by the annexed plan of subdivision and that we have caused the same to be subdivided as shown, and we here by dedicate all streets avenues and alleys as shown there on to the use of the public for ever.

L D Buck

Cora Buck

Signed and Sealed in the presence of

Edward Sealey

Thos. D. Pierce

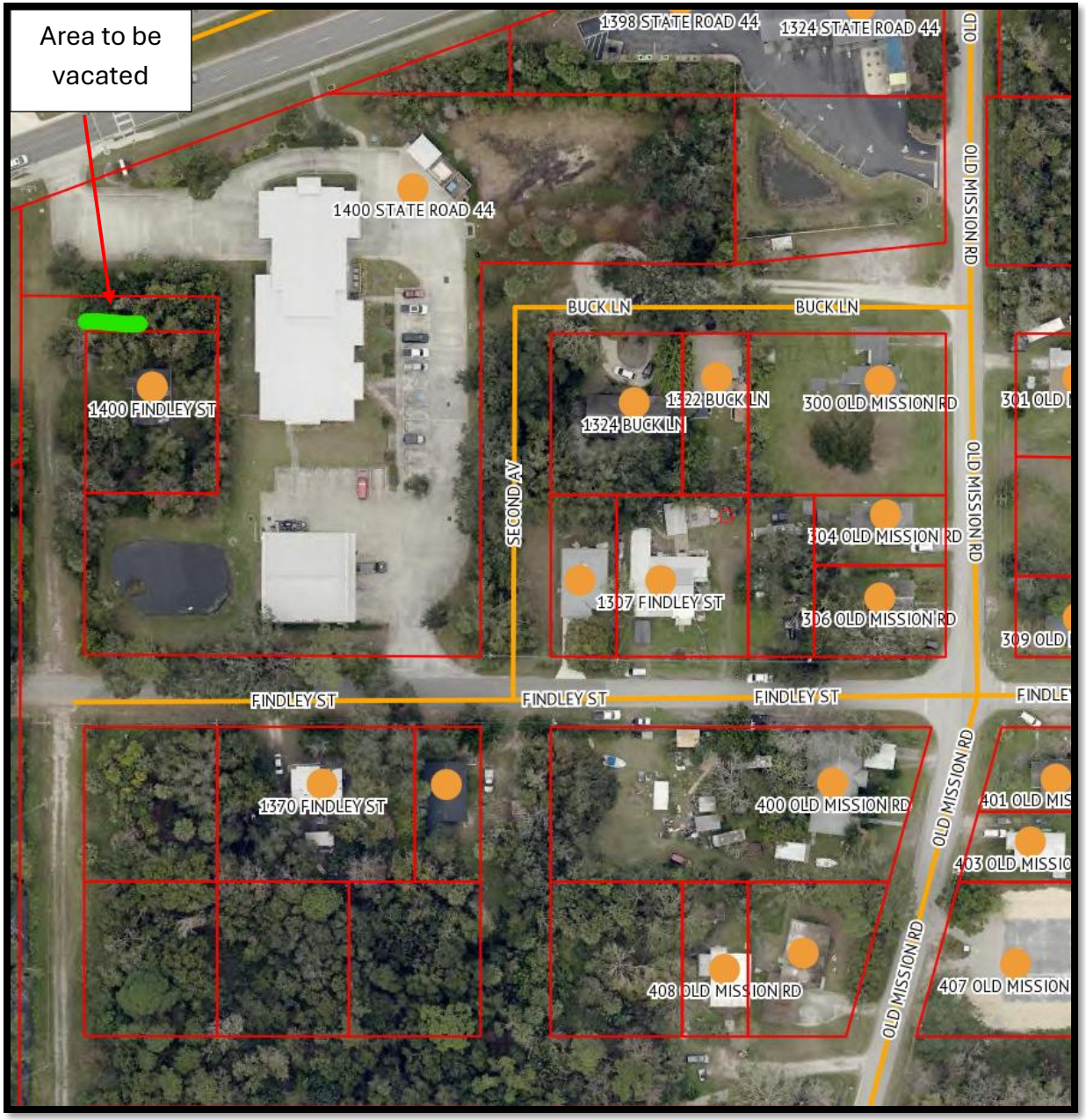
State of Florida
County of Volusia

I hereby certify that L.D. Buck and Cora Buck, his wife whose names are signed to the foregoing dedication and who are personally known to me, came before me this day and acknowledged that they executed the same for the purpose therein expressed and as their free act and deed and the said Cora Buck, wife of the said L.D Buck upon and examination made separate and apart from her said husband acknowledged before me that she executed the same for the purpose of relinquishing her dower and right of dower and dedicating all her sole and seperate estate in and to the lands therein dedicated, and that she did the same freely and voluntarily and without any compulsion constraint apprehension or fear of or from her said husband

Witness my hand and seal this 26 day of July 1945

Jo Fred Ward

My commission expires Sept 24 1948 Notary Public.

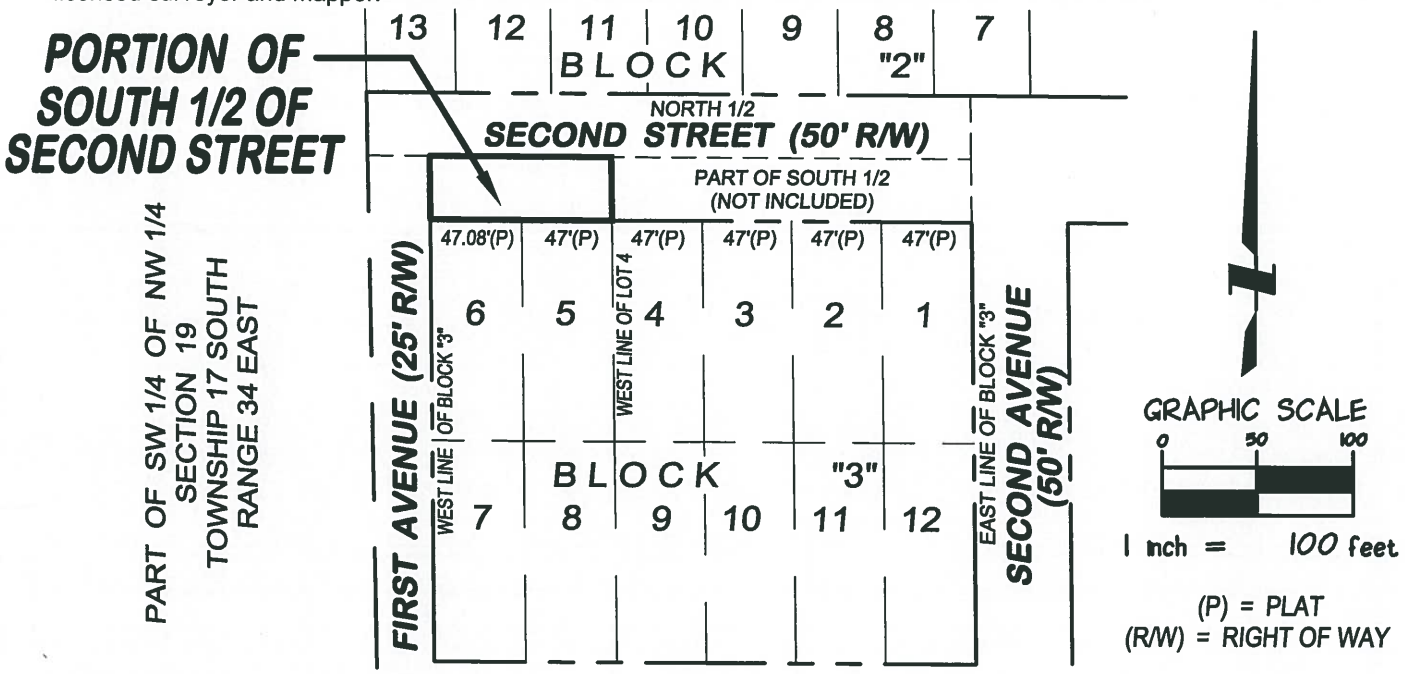

Area to be vacated
1398 STATE ROAD 44
1324 STATE ROAD 44
1400 STATE ROAD 44
1400 FINDLEY ST
BUCK LN
BUCK LN
1322 BUCK LN
1324 BUCK LN
300 OLD MISSION RD
SECOND AV
OLD MISSION RD
304 OLD MISSION RD
1307 FINDLEY ST
306 OLD MISSION RD
FINDLEY ST
FINDLEY ST
FINDLEY ST
1370 FINDLEY ST
400 OLD MISSION RD
OLD MISSION RD
408 OLD MISSION RD
407 OLD MISSION

SKETCH OF DESCRIPTION OF
(NOT A SURVEY)

That portion of the South 1/2 of Second Street, a 50-foot right of way as shown on plat of WOODLAND NO. 2, recorded in Map Book 11, Page 124 of the Public Records of Volusia County, Florida, lying east of the northerly prolongation of the west line of Block "3", said WOODLAND NO. 2, and lying west of the northerly prolongation of the west line of Lot 4, Block "3", said WOODLAND NO. 2.

REPORT:

1. Description prepared by the undersigned at the request of the client.
2. Subject to restrictions, reservations, limitations, easements and rights of way, if any, appearing of record.
3. This sketch of description and report prepared without the benefit of an abstract and no title work has been performed or provided to this surveyor.
4. This sketch of description and report is subject to any facts that may be disclosed by a full and accurate title search.
5. The location of any subsurface foundations, improvements, features or utilities which may or may not exist and which may or may not violate deed or easement lines are not determined or addressed by this survey.
6. Dimensions indicated hereon are in U.S. standard feet and decimals thereof, unless otherwise noted.
7. **This sketch is not an actual Boundary Survey.**
8. Additions or deletions to this survey map or report by other than the signing party or parties is prohibited without written consent of the signing party or parties per F.A.C. Rule 5J-17.051(3)(b)6.
9. The survey map and report or copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

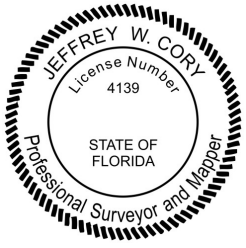


DATE PREPARED: 09/30/2025

I hereby certify that this sketch of description of the subject property is true and correct to the best of my knowledge, information and belief as prepared under my supervision on the dates shown thereon. I further certify that this sketch of description meets the Standards of Practice set forth in F.A.C. Rule 5J-17, adopted by the Florida Board of Professional Surveyors and Mappers, pursuant to Florida Statutes Ch. 472.027, subject to the qualifications noted hereon.

Signed: Jeffrey W. Cory Digitally signed by Jeffrey W. Cory Date: 2025.10.03 12:12:03 -04'00'

Seal:



Jeffrey W. Cory
Professional Surveyor and Mapper License Number 4139

THIS SKETCH OF DESCRIPTION CONTAINS 2 PAGES
EACH PAGE IS NOT FULL AND COMPLETE WITHOUT THE OTHER PAGE

Daniel W. Cory Surveyor, LLC
Certificate of Authorization Number LB 7883
300 Canal Street
New Smyrna Beach, Florida 32168
(386) 427-9575

FILE # 5515
Work Order #25-09-016
Part of Second Street
Woodland No. 2
Page 1 of 1

CAD FILE: 250906

11-124

WOODLAND NO 2

OLD MISSION CITY VOLUSIA COUNTY FLORIDA

Being a re-subdivision of C.T. Roper's Subdivision of S.E.¼ of N.W.¼ Sec. 19 Twp. 17 S. R34E, excepting Lots 1 to 14 inclusive, Lots 25 to 30 inclusive, Lots 49 to 54 inclusive and those parts owned by the Florida East Coast Railway.

We L.D Buck and Cora Buck, his wife, hereby declare that we are the owners of C.T. Roper's Subdivision of S.E.¼ of N.W.¼ Sec. 19. Twp. 17. S. R. 34 E. excepting Lots 1 to 14 inclusive Lots 25 to 30 inclusive, Lots 49 to 54 inclusive and those parts owned by the Florida East Coast Railway, covered by the annexed plan of subdivision and that we have caused the same to be subdivided as shown, and we here by dedicate all streets, avenues and alleys as shown there on to the use of the public for ever.

L.D Buck

Cora Buck

Signed and Sealed in the presence of

Edward Seeley

Thos. L. Flinn

State of Florida
County of Volusia

I hereby certify that L.D. Buck and Cora Buck, his wife whose names are signed to the foregoing dedication and who are personally known to me, came before me this day and acknowledged that they executed the same for the purpose therein expressed and as their free act and deed and the said Cora Buck, wife of the said L.D. Buck upon and examination made separate and apart from her said husband acknowledged before me that she executed the same for the purpose of relinquishing her dower and right of dower and dedicating all her sole and seperate estate in and to the lands therein dedicated, and that she did the same freely and voluntarily and without any compulsion constraint apprehension or fear of or from her said husband

Witness my hand and seal this 26 day of July 1945

My commission expires Sept 24 1948 Notary Public. Fred Ward

CERTIFIED IN COMPLIANCE WITH CHAPTER [illegible] LAWS 1941 [illegible]

JESS [illegible] CLK. CIRCUIT COURT
By [illegible]

Approved for record this ___ day of ___ 1945

[illegible]

I hereby certify that this map is a correct representation of the land platted and that permanent refrence monuments have been erected as shown and required by law.

Ray S. Blinn
Land Surveyor Reg No. 176

This plat corrects and supersedes plat of Woodland No 2. as recorded in Map Book 10 Page 246 Public Records of Volusia County, Fla.

N

Scale 1"=100'

New Smyrna Beach
• • • UTILITIES • • •

September 23, 2025

Jesse Meyers, P.E., CFM
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

SUBJECT: **Proposed Vacation of Highlighted Platted Right-of-Way "Second Street." North of Parcel ID 741913030050, Public Records of Volusia County**

Dear Mr. Myers:

New Smyrna Beach Utilities has no objection to the proposed vacation of the platted Right-of-Way as depicted in your email dated September 19, 2025 (attached).

New Smyrna Beach Utilities has no electric, water, reclaim or sanitary sewer mains in the right-of-way to be vacated.

Please do not hesitate to call me if you have any questions or require additional information.

Sincerely,

Kristin Greene

Kristin Greene
Civil Engineering Technician
Office: 386-424-3008

From: Meyers, Jesse <jmeyers@cityofnsb.com>
Sent: Friday, September 19, 2025 3:45 PM
To: Kristin Greene
Subject: RE: Fire Station 50 ROW
Attachments: Ord. No. 30-07.pdf; Buck Lane Survey.pdf

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

This is the old legal. They have not updated it yet. The only difference will be the last part where it says "west line of lot 4" will have to be changed to "west line of lot 6". This is in the attached. I will let you know if/when they update it.

AND

The south 1/2 of Second Street, a 50-foot right of way as shown on plat of WOODLAND NO. 2, recorded in Map Book 11, Page 124 of the Public Records of Volusia County, Florida, lying west of the northerly prolongation of the east line of Block "3", said WOODLAND NO. 2, and lying east of the northerly prolongation of the west line of Lot 4, Block "3", said WOODLAND NO. 2.

From: Kristin Greene <kgreene@nsbufl.com>
Sent: Friday, September 19, 2025 9:46 AM
To: Meyers, Jesse <jmeyers@cityofnsb.com>
Subject: Fire Station 50 ROW

CAUTION: EXTERNAL EMAIL

Good morning and Happy Friday!

Can you please submit to me the Legal Description so that I can attach it in our files with my letter to the city for the vacation?

😊

Thank you,

Kristin Greene / Civil Engineering Technician
New Smyrna Beach Utilities
Phone 386-424-3008 / Email: kgreene@nsbufl.com
www.nsbufl.com

SKETCH OF DESCRIPTION OF

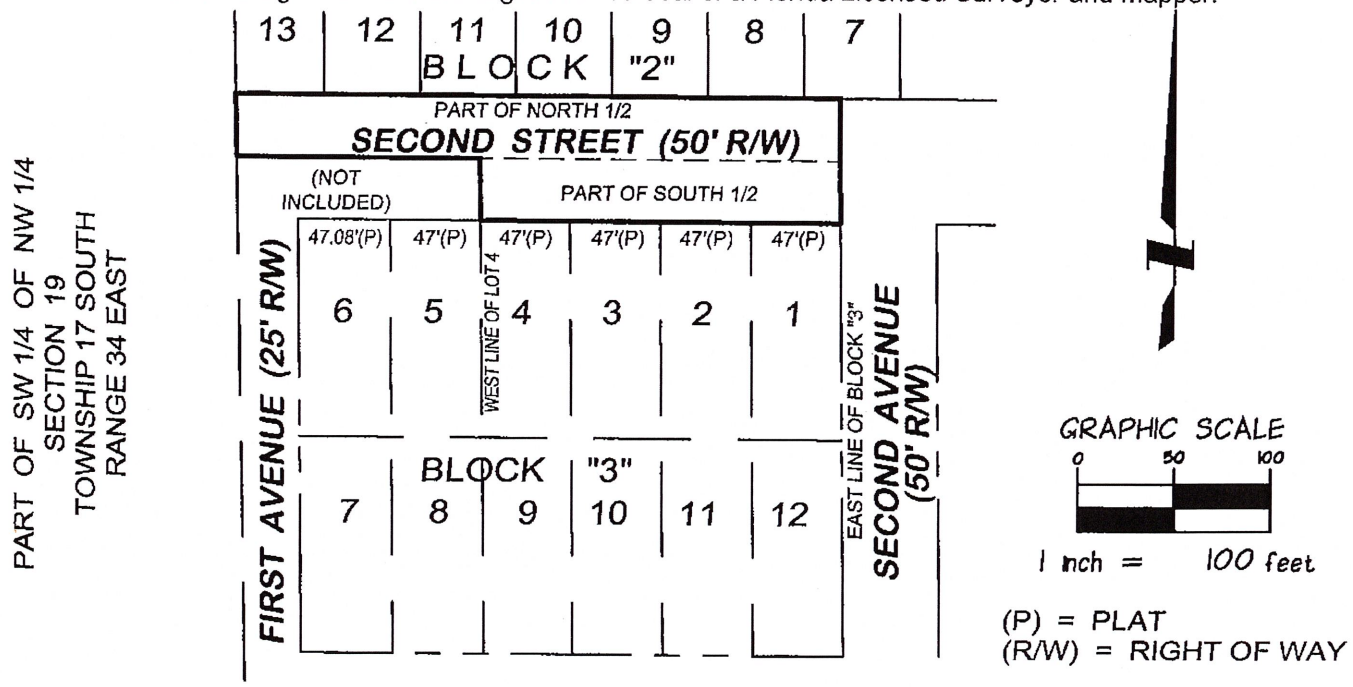
The north 1/2 of Second Street, a 50-foot right of way as shown on plat of WOODLAND NO. 2, recorded in Map Book 11, Page 124 of the Public Records of Volusia County, Florida, lying west of the northerly prolongation of the east line of Block "3", said WOODLAND NO. 2, and that portion of First Avenue, a 25-foot right of way as shown on said plat of WOODLAND NO. 2, lying north of the westerly prolongation of south line of said north 1/2 of Second Street.

AND

The south 1/2 of Second Street, a 50-foot right of way as shown on plat of WOODLAND NO. 2, recorded in Map Book 11, Page 124 of the Public Records of Volusia County, Florida, lying west of the northerly prolongation of the east line of Block "3", said WOODLAND NO. 2, and lying east of the northerly prolongation of the west line of Lot 4, Block "3", said WOODLAND NO. 2.

SURVEY REPORT:

1. Description prepared by the undersigned at the request of the client.
2. Subject to restrictions, reservations, limitations, easements and rights of way, if any, appearing of record.
3. This sketch of description and report prepared without the benefit of an abstract and no title work has been performed or provided to this surveyor.
4. This sketch of description and report is subject to any facts that may be disclosed by a full and accurate title search.
5. Underground utilities and features, if any, not located.
6. Dimensions indicated hereon are in feet and decimals thereof, unless otherwise noted.
7. **This sketch is not an actual Boundary Survey.**
8. Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.



DATE PREPARED: 01/23/2007

I hereby certify that this sketch of description of the subject property is true and correct to the best of my knowledge, information and belief as prepared under my supervision on the dates shown thereon. I further certify that this sketch of description meets the minimum technical standards set forth in F.A.C. Rule 61G17-6, adopted by the Florida Board of Professional Surveyors and Mappers, pursuant to Florida Statutes Ch. 472.027, subject to the qualifications noted hereon.

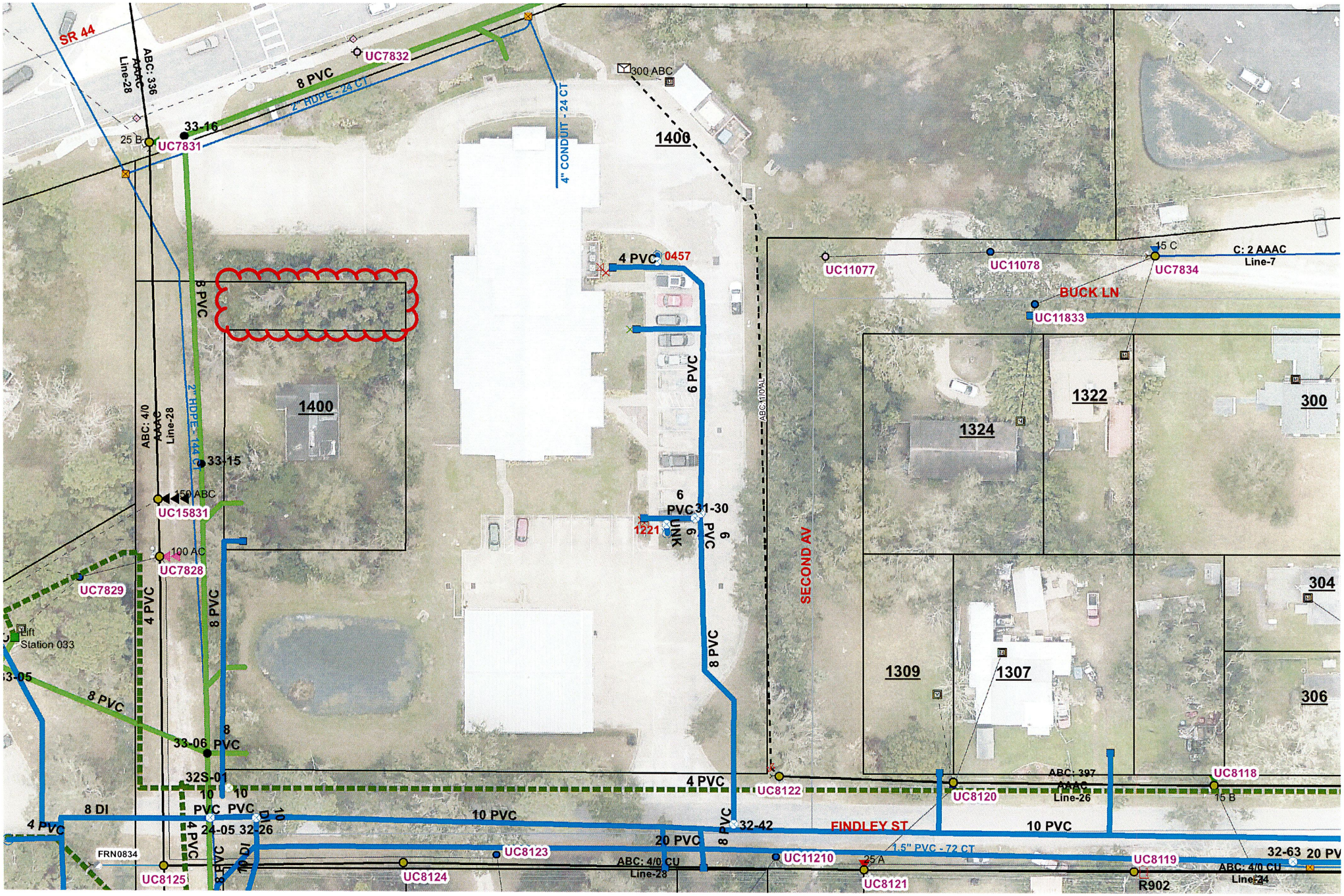
Signed: _____ Seal:

Daniel W. Cory
Professional Surveyor and Mapper License Number 2027

Daniel W. Cory Surveyor, Inc.
Certificate of Authorization Number LB 2599
300 Canal Street
New Smyrna Beach, Florida 32168
(386) 427-9575

Work Order # 07-01-015
PART OF SECOND STREET
Sketch of Description
FILE # 5515

CADD FILE: 070105


SR 44
ABC: 336 AAAC Line-28
UC7832
8 PVC
2" HDPE - 24 CT
33-16
25 B
UC7831
4" CONDUIT - 24 CT
300 ABC
1400
4 PVC
0457
UC11077
UC11078
15 C
C: 2 AAAC Line-7
UC7834
BUCK LN
UC11833
8 PVC
2" HDPE - 144 CT
ABC: 4/0 AAAC Line-28
1400
6 PVC
ABC 1/0 AL
1322
1324
300
33-15
150 ABC
UC15831
6 PVC
31-30
1221
UNK
6 PVC
SECOND AV
100 AC
UC7828
UC7829
4 PVC
8 PVC
304
Lift Station 033
1309
1307
306
8 PVC
33-06
8 PVC
32S-01
4 PVC
UC8122
UC8120
ABC: 397 AAAC Line-26
UC8118
15 B
8 DI
10 PVC
10 PVC
4 PVC
24-05
32-26
10 PVC
8 PVC
32-42
FINDLEY ST
10 PVC
4 PVC
FRN0834
UC8125
8 PVC
8 DI
UC8123
20 PVC
1.5" PVC - 72 CT
UC11210
25 A
UC8119
32-63
20 PV
UC8124
ABC: 4/0 CU Line-28
UC8121
R902
ABC: 4/0 CU Line-24

RESOLUTION NO. 02-26

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH EXPRESSING THE INTENT TO VACATE A PLATTED UNOPENED RIGHT-OF-WAY IN THE WOODLAND NO. 2 SUBDIVISION, GENERALLY LOCATED ALONG BUCK LANE, BETWEEN PLATTED AND UNOPENED FIRST AND SECOND AVENUE; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Jesse Kobe, Capital Improvements Director, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, applicant, has requested the vacation of a platted unopened right-of-way in the Woodland No. 2 Subdivision, generally along Buck Lane, between platted and unopened First and Second Avenue; and

WHEREAS, Section 70-36, City Code, requires that before adopting an ordinance vacating a street, the City Commission shall pass a resolution expressing its intent to vacate the street; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to adopt an ordinance vacating a platted unopened right-of-way in the Woodland No. 2 Subdivision as more fully described below.

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

SECTION 1: ***Intent to Vacate.*** That the City Commission of the City of New Smyrna Beach, Florida hereby expresses its intent to vacate a platted unopened right-of-way in the Woodland No. 2 Subdivision. Said property is hereinafter described as follows:

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

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

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

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 1/13/2026

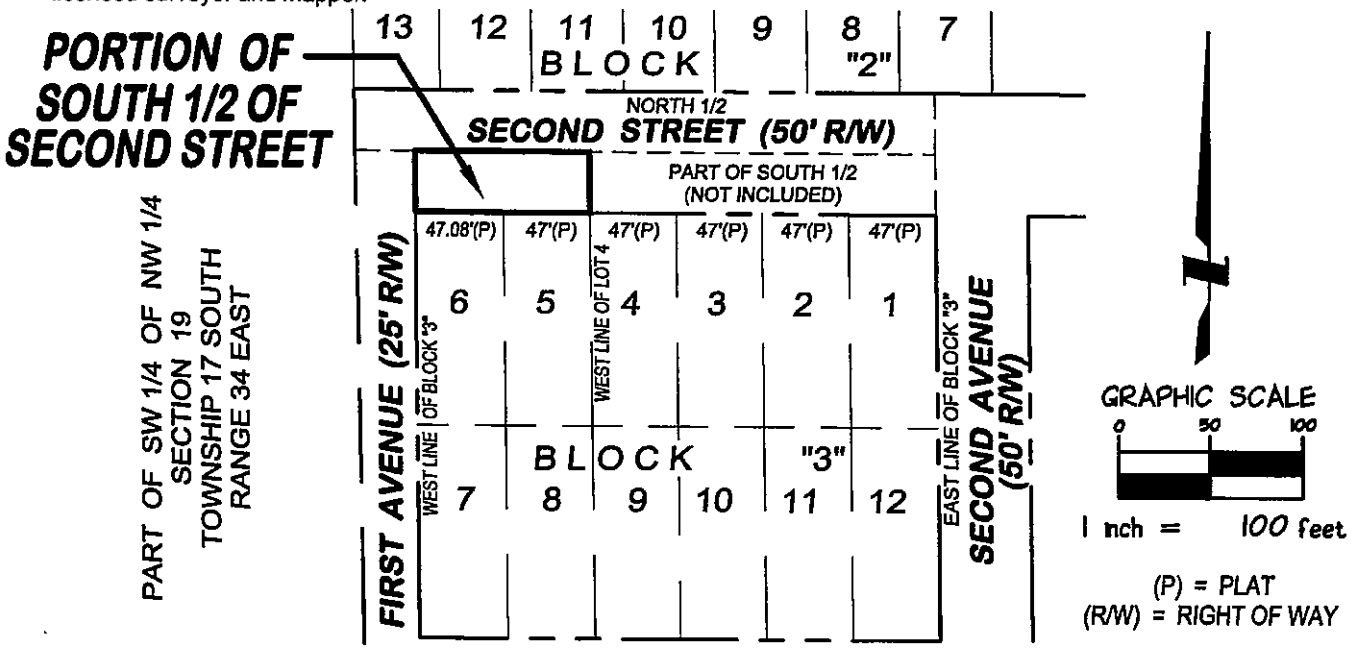
EXHIBIT "A"

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(NOT A SURVEY)

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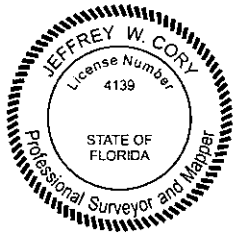


DATE PREPARED: 09/30/2025

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Signed: Jeffrey W. Cory Digitally signed by Jeffrey W. Cory Date: 2025.10.03 12:12:03 -04'00'

Seal:



Jeffrey W. Cory
Professional Surveyor and Mapper License Number 4139

THIS SKETCH OF DESCRIPTION CONTAINS 2 PAGES
EACH PAGE IS NOT FULL AND COMPLETE WITHOUT THE OTHER PAGE

Daniel W. Cory Surveyor, LLC
Certificate of Authorization Number LB 7883
300 Canal Street
New Smyrna Beach, Florida 32168
(386) 427-9575

FILE # 5515
Work Order #25-09-016
Part of Second Street
Woodland No. 2
Page 1 of 1

CAD FILE 2509016

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
Ord 21-26 Vacating ROW - Buck Ln.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Ord 21-26 Vacating ROW - Buck Ln.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):

[You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.).

By vacating this unopened ROW would allow for further development of the City Fire Station #50 to include a 3400 sq ft building for training space, additional space for staff, new EOC, a parking lot and expanding the retention pond for stormwater.

ORDINANCE NO. 21-26

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH VACATING A PLATTED UNOPENED RIGHT-OF-WAY IN THE WOODLAND NO. 2 SUBDIVISION, GENERALLY LOCATED ALONG BUCK LANE, BETWEEN PLATTED AND UNOPENED FIRST AND SECOND AVENUE; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Jesse Kobe, Capital Improvements Director, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, applicant, has requested the vacation of a platted unopened right-of-way in the Woodland No. 2 Subdivision, generally along Buck Lane, between platted and unopened First and Second Avenue; and

WHEREAS, Section 70-36, City Code, requires that before adopting an ordinance vacating a street or alley, the City Commission shall pass a resolution expressing its intent to vacate the street or alley; and

WHEREAS, the City Commission, in accordance with Section 70-36, City Code, adopted Resolution No. 02-26 on January 27, 2026, expressing its intent to vacate a portion of platted unopened right-of-way along Buck Lane, between platted and unopened First and Second Avenue; and

WHEREAS, the Planning and Zoning Board, at its meeting of January 5, 2026, by vote of 5-0 recommended that the City Commission approve the requested street vacation; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to vacate a portion of the platted unopened right-of-way in the Andrew's Subdivision.

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

SECTION 1: ***Vacation.*** That the City Commission of the City of New Smyrna Beach, Florida hereby vacates a portion of the platted unopened right-of-way located in the Woodland No. 2 Subdivision. Said property is hereinafter described as follows:

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

SECTION 2: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance are hereby rescinded or repealed.

SECTION 3: ***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: 2/2/2026

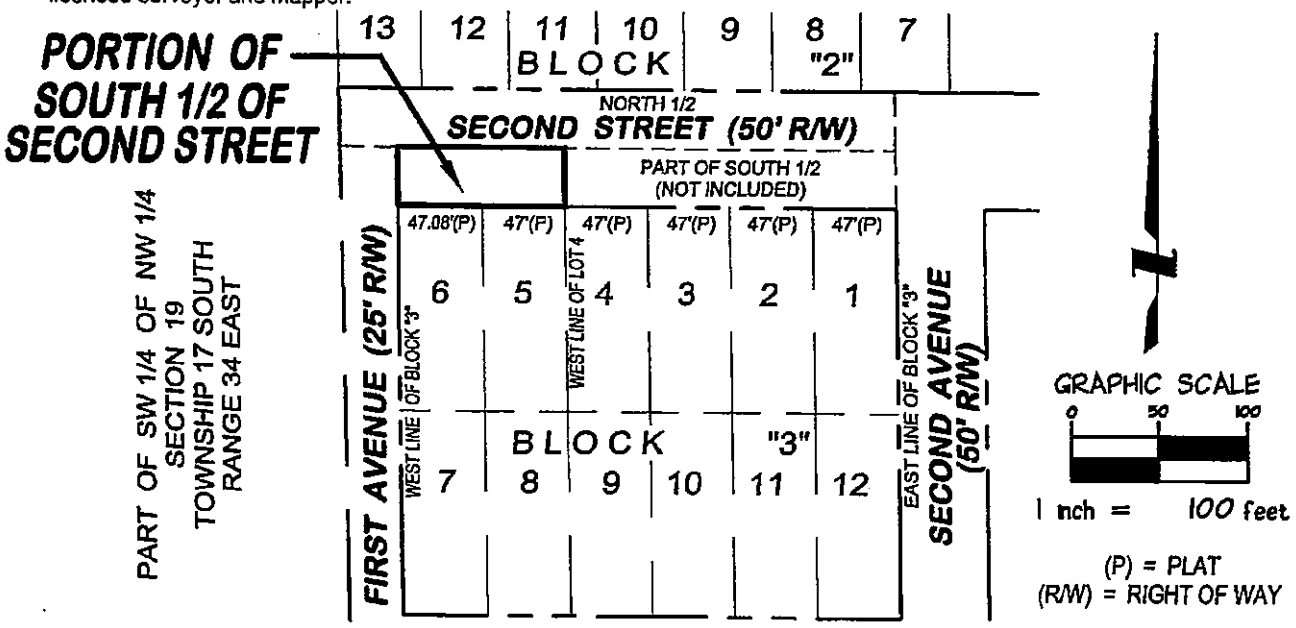
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2. Subject to restrictions, reservations, limitations, easements and rights of way, if any, appearing of record.
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4. This sketch of description and report is subject to any facts that may be disclosed by a full and accurate title search.
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8. Additions or deletions to this survey map or report by other than the signing party or parties is prohibited without written consent of the signing party or parties per F.A.C. Rule 5J-17.051(3)(b)6.
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DATE PREPARED: 09/30/2025

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Signed: Jeffrey W. Cory Digitally signed by Jeffrey W. Cory Date: 2025.10.03 12:12:03 -04'00'

Seal: JEFFREY W. CORY License Number 4139 STATE OF FLORIDA Professional Surveyor and Mapper

Jeffrey W. Cory
Professional Surveyor and Mapper License Number 4139

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EACH PAGE IS NOT FULL AND COMPLETE WITHOUT THE OTHER PAGE

Daniel W. Cory Surveyor, LLC
Certificate of Authorization Number LB 7883
300 Canal Street
New Smyrna Beach, Florida 32168
(386) 427-9575

FILE # 5515
Work Order #25-09-016
Part of Second Street
Woodland No. 2
Page 1 of 1

CAD FILE 250916

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

ORDINANCE NO. 22-26: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED, UPON SECOND READING AND PUBLIC HEARING WOULD AUTHORIZE THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH TO ENTER INTO AN AGREEMENT FOR LONGER THAN FOUR (4) YEARS WITH REVINU TO PROVIDE BIOSOLID DISPOSAL SERVICES.

February 24, 2026

Background:

The City Charter requires the City Commission to adopt an ordinance approving any contract the NSBU enters into that has a term length beyond four years. On March 29, 2022, NSBU entered into a contract with Revinu, Inc., for the "screw press project," for a term ending March 31, 2026. Additional time is needed to complete the work under the contract, which will extend the contract term beyond four years and requiring this approval ordinance from the City Commission. The screw press project eliminates the need for NSBU to treat biosolids on site.

Findings:

.

Fiscal Analysis:

.

Strategic Plan Item:

No

Staff Report Created By: Tracy London - Paralegal

Attachments:

Fully Executed Agreement Revinu and UCNSB 03.28.22.pdf
Business Impact Estimate - Ord 22-26 UCNSB and Revinu Contract Extension.pdf
Ord 22-26 UCNSB Revinu Contract Extension.pdf

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AGREEMENT FOR DISPOSAL OF BIOSOLIDS

THIS AGREEMENT to provide Biosolid Disposal Services ("AGREEMENT") is made and entered into this **29th** day of **March**, by and between the **UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA,** (hereafter **"COMMISSION")**, located at 200 Canal Street, New Smyrna Beach, Florida 32168, and **Revinu, Inc. 4050 Dundee Road Winter Haven, FL 33884**

RECITALS

1. The **COMMISSION** was created by special act of the Florida Legislature as a political subdivision of the State of Florida with certain powers, authorities, and duties related to the provision of water, wastewater, reclaimed water, and electric utility services, including the authority to enter into contracts.
2. The **COMMISSION** wishes to obtain Biosolid Disposal Services.
3. The **SERVICE PROVIDER** is willing to provide such services.

ACCORDINGLY, for and in consideration of the Recitals hereof, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the Parties, the Parties hereby covenant and agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct and form a material part of this Agreement.

SECTION 2. TERM. This Agreement is to be become effective upon execution by both parties. The initial term shall be for **ONE** (1) year(s). Additionally, the parties agree that this Agreement may be renewed beyond the initial term, up to **Three** (3) additional one-year periods upon mutual agreement in writing. Either party may elect to terminate the Agreement by giving written notice prior to **THIRTY DAYS (30).**

SECTION 3. DESCRIPTION OF SERVICES. SERVICE PROVIDER agrees to perform Biosolid Disposal Services as specified in Exhibit "A" attached to and incorporated into this Agreement.

SECTION 4. CHANGES IN THE SCOPE OF WORK.

4.1 COMMISSION may make changes in the services at any time by giving written notice to **SERVICE PROVIDER**. If such changes increase, decrease or eliminate any amount of work, **COMMISSION** and **SERVICE PROVIDER** will negotiate any change in total cost or schedule modifications. If **COMMISSION** approves, **COMMISSION** shall amend the Scope of Services to reflect the modifications; and **SERVICE PROVIDER** shall be compensated for said services in accordance with the terms of Section 5 herein. All change orders shall be in writing

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and executed by both **COMMISSION'S** designated representative and the **SERVICE PROVIDER**.

4.2 All of **COMMISSION's** said Scope of Services and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

SECTION 5. SCHEDULE AND PERIOD OF PERFORMANCE.

5.1 **SERVICE PROVIDER** shall perform its services in conformance with the agreed upon schedule. **SERVICE PROVIDER** shall complete all of said services in a timely manner and will keep **COMMISSION** apprised of the status of work on a monthly basis. Should **SERVICE PROVIDER** fall behind the agreed-upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

5.2 No extension for completion of services shall be granted to **SERVICE PROVIDER** without **COMMISSION's** prior written consent, except as provided in Sections 4.1 and 22.1 herein.

SECTION 6. COMPENSATION FOR SERVICES. **COMMISSION** agrees to compensate **SERVICE PROVIDER** for services as described below.
COST PER GALLON TO PROVIDE DISPOSAL OF BIOSOLIDS AS DESCRIBED IN THE PROPOSAL. METHOD OF DISPOSAL MUST COMPLY WITH ALL FDEP REGULATIONS FROM CHAPTER 62-640. LICENSE TO PROVIDE THESE SERVICES HAS BEEN INCLUDED IN THE PROPOSAL RESPONSE.

$ 0.149 Per Gallon

SECTION 7. PAYMENT; INVOICES.

7.1 Invoices for **SERVICE PROVIDER'S** services shall be submitted to the **COMMISSION** at monthly intervals for services rendered during the previous period. Each invoice shall delineate the period in which the services were rendered; shall include a summary of the progress to date as a percentage of the major phases of the work. Each invoice shall be certified as correct by a duly authorized representative of **SERVICE PROVIDER**. The bill[s] shall identify the services completed and the amount charged.

7.2 **COMMISSION** or its authorized representative shall have the right, at all reasonable times, at its own expense, to inspect and audit the books and records of **SERVICE PROVIDER** insofar as they pertain to the direct charges payable by **COMMISSION** under this Agreement and such audit is performed within three (3) years after the expiration of this Agreement. The composition of fixed rates will not be subject to audit.

7.3 All invoices shall be due and payable thirty (30) days from receipt thereof by **COMMISSION**, subject to **COMMISSION'S** right to contest, in good faith, all or any part of the charges set forth therein. Payment of invoices shall not be unreasonably withheld by **COMMISSION**, but the **COMMISSION** reserves the right to reject any statement which fails to

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adequately describe the services rendered by **SERVICE PROVIDER.** Upon written notice to **SERVICE PROVIDER**, payment may be withheld, in whole or in part, for **SERVICE PROVIDER'S** failure to comply with a term, condition or requirement of this Agreement. **SERVICE PROVIDER** will help effect resolution and transmit a revised invoice as necessary. Thereafter, the withheld amount(s) shall be paid upon **SERVICE PROVIDER'S** satisfactory demonstration of compliance to the **COMMISSION**. Amounts not questioned by **COMMISSION** shall be promptly paid to **SERVICE PROVIDER** in accordance with the above payment procedures.

SECTION 8. RIGHT TO INSPECTION. COMMISSION or its affiliates shall at all times have the right to review or observe the services performed by **SERVICE PROVIDER**. No inspection, review, or observation shall relieve **SERVICE PROVIDER** of its responsibility under this Agreement.

SECTION 9. COMMERCIAL WARRANTY. The SERVICE PROVIDER agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the **SERVICE PROVIDER** gives any customers for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the **COMMISSION** by any other provision of this award.

SECTION 10. INSPECTION AND ACCEPTANCE. A duly authorized representative of **COMMISSION** will accomplish inspection and acceptance of the supplies/services purchased herein at the designated delivery point.

SECTION 10. SAFETY. To the extent the **COMMISSION'S** safety standards do not violate other County, State or Federal standards, **SERVICE PROVIDER** agrees to comply with **COMMISSION'S** safety standards while on the property of the **COMMISSION**. **SERVICE PROVIDER** shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services provided hereunder.

SECTION 11. INSURANCE.

11.1 SERVICE PROVIDER shall maintain in force during the term of this Agreement, at its own expense, public liability insurance and other insurance coverage as set forth in Exhibit "B" which is hereby made a part of this Agreement.

11.2 SERVICE PROVIDER and **COMMISSION** waive all rights against each other and their respective directors, officers, partners, commissioners, officials, agents, subcontractors, SERVICE PROVIDERs, and employees for damages covered by any type of property insurance during and after the completion of the services. A similar provision shall be incorporated into all construction contractual arrangements entered into by **COMMISSION** and shall protect **COMMISSION** and **SERVICE PROVIDER** to the same extent. All project contractors shall be required to include **COMMISSION** and **SERVICE PROVIDER** as additional insureds on their general liability insurance policies.

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SECTION 12. STANDARDS OF CONDUCT; COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS.

12.1 The **SERVICE PROVIDER** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the **SERVICE PROVIDER** to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the **SERVICE PROVIDER** any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

12.2 The **SERVICE PROVIDER** covenants that it or any of its employees presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder.

12.3 The **SERVICE PROVIDER** agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to services performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The **SERVICE PROVIDER** agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the services performed.

12.4 The **SERVICE PROVIDER** shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

12.5 The **SERVICE PROVIDER** warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the **SERVICE PROVIDER** to solicit or secure this agreement and that he has not paid or agreed to pay any person, company, corporations, individual, or firm, other than a bona fide employee working solely for the **SERVICE PROVIDER** any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this agreement.

12.6 **SERVICE PROVIDER** is subject to the provisions of Section 287.133(2)(a), Florida Statutes, on Public Entity Crimes.

SECTION 13. SERVICE PROVIDER'S REPRESENTATIONS. On behalf of its employees, agents, servants and contractors, SERVICE PROVIDER represents and warrants to the **COMMISSION** each of the following:

13.1 **SERVICE PROVIDER** represents that the services provided hereunder shall conform to all requirements of this Agreement; shall be consistent with recognized and sound consulting practices and procedures; and shall conform to the professional standards of care, skill, and diligence appropriate to the nature of the services rendered.

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13.2 SERVICE PROVIDER represents that the personnel furnishing such services shall be qualified and competent to perform the services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best personal knowledge and judgment.

13.3 SERVICE PROVIDER represents that if **SERVICE PROVIDER**, through its negligent acts, errors, or omissions, causes any injury to **COMMISSION** or causes any physical damage to, or destruction of, any of **COMMISSION's** property during the term of this Agreement, it shall be liable for said injuries and/or damages, including reasonable attorney fees and costs incurred as a result therefrom.

13.4 SERVICE PROVIDER represents that none of SERVICE PROVIDER's principals or the immediate family of SERVICE PROVIDER's principals has a compensation arrangement of any kind with City. For purposes of this subsection, the term "immediate family" shall include a spouse, natural or adoptive parent, child or sibling, stepparent, stepchild, stepbrother or stepsister, father-in-law, mother-in-law, grandparent, grandchild or spouse of a grandparent or grandchild. For purposes of this subsection, compensation shall be defined as any type of remuneration directly or indirectly, overtly or covertly, paid in cash or in kind.

13.5 SERVICE PROVIDER represents that it is not undergoing any type of audit by a public or private, state or regulatory body or auditing entity.

13.6 SERVICE PROVIDER represents that it and its principals have not engaged in, and during the term of this Agreement agree not to engage in, any activities prohibited under the federal anti-kickback laws (42 U.S.C. 1320a-7, 1320a-7a, 1320a-7b), the regulations promulgated pursuant to such federal statutes, related state or local statutes or regulations, or rules of professional conduct.

13.7 Should **SERVICE PROVIDER** breach the representations set forth above, **COMMISSION** shall have such remedies as are set forth in this Agreement. To the extent an applicable remedy is not provided herein, both Parties shall have all such remedies as allowed under the laws of the State of Florida. Additionally, without limiting the generality of the foregoing, if prior to the expiration of two (2) years from the date **SERVICE PROVIDER** completes its services hereunder, **SERVICE PROVIDER'S** services are negligent or erroneous and **COMMISSION** notifies **SERVICE PROVIDER** in writing that a negligent error or omission has been discovered in **SERVICE PROVIDER'S** services, **SERVICE PROVIDER** shall correctly perform such negligent services at no additional cost to **COMMISSION** and within a reasonable time period.

SECTION 14. GUARANTEE AGAINST INFRINGEMENT. SERVICE PROVIDER guarantees that all services provided under this Agreement shall be free from claims of patent, copyright, and trademark infringement. **SERVICE PROVIDER** shall indemnify, hold harmless, and defend **COMMISSION**, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, services, or other item delivered under this Agreement.

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SECTION 15. INDEMNIFICATION. **SERVICE PROVIDER** shall defend. indemnify, and hold harmless the **COMMISSION**, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with **SERVICE PROVIDER'S** negligent performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the **SERVICE PROVIDER** and third parties made pursuant to this Agreement. **SERVICE PROVIDER** shall reimburse the **COMMISSION** for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with **SERVICE PROVIDER'S** performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable. The provisions of this section shall survive termination of this Agreement. Ten dollars ($10) of the payments made by the **COMMISSION** constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the **SERVICE PROVIDER**.

SECTION 16. AUDIT; PUBLIC RECORDS RETENTION; DOCUMENTS; OWNERSHIP.

16.1 Upon **COMMISSION'S** or its designated Project Leader's request, at any time during the term of this Agreement or upon completion or termination of this Agreement, **SERVICE PROVIDER** shall provide **COMMISSION** or its designated Project Leader with a copy of all documents prepared by **SERVICE PROVIDER** under this Agreement. Documents shall be original and PDF versions.

16.2 The parties acknowledge that the **COMMISSION** is a part of the government of the City of New Smyrna Beach, Florida, and subject to the Florida Public Records Law. **SERVICE PROVIDER** has been advised the **COMMISSION** that all its activities are subject to the Public Records Law (Chapter 119, Florida Statutes) and the Sunshine Law (Section 286.011, Florida Statutes), and agrees to maintain all records necessary to comply with the requirement of such laws, and for the proper supervision of the services performed pursuant to this Agreement. SERVICE PROVIDER agrees to comply with all **COMMISSION** policies and procedures in observing the requirement of said laws. **SERVICE PROVIDER** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the **SERVICE PROVIDER** in conjunction with this **AGREEMENT**. Specifically, the **SERVICE PROVIDER** must:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the **COMMISSION** in order to perform the services being performed by the **SERVICE PROVIDER**.

(2) Provide the public with access to public records on the same terms and conditions that the **COMMISSION** would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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(4) Meet all requirements for retaining public records and transfer, at no cost, to the **COMMISSION** all public records in possession of the **SERVICE PROVIDER** upon termination of the **AGREEMENT** and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the **COMMISSION** in a format that is compatible with the information technology systems of the **COMMISSION**.

The **SERVICE PROVIDER** shall promptly provide the **COMMISSION** with a copy of any request to inspect or copy public records in possession of the **SERVICE PROVIDER** and shall promptly provide the **COMMISSION** a copy of the **SERVICE PROVIDER'S** response to each such request. Failure to grant such public access will be grounds for immediate termination of this **AGREEMENT** by the **COMMISSION**.

16.3 COMMISSION shall have the right to audit the books, records and accounts of **SERVICE PROVIDER** that are related to the performance of Services pursuant to this Agreement. **SERVICE PROVIDER** shall keep such books, records and accounts as may be necessary in order to record complete and correct entries related to this Agreement. **SERVICE PROVIDER** shall preserve and make available, at reasonable times for examination and audit by **COMMISSION**, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings If the Florida Public Records Act is determined by **COMMISSION** to be applicable to **SERVICE PROVIDER'S** records, **SERVICE PROVIDER** shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by **SERVICE PROVIDER**. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for **COMMISSION** disallowance and/or recovery of any payment upon such entry. The **SERVICE PROVIDER** shall retain all records relating to this Agreement for five years after the **COMMISSION** makes final payment and all other pending matters are closed.

16.4 Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of **COMMISSION**. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by **SERVICE PROVIDER**, whether finished or unfinished, shall become the property of **COMMISSION** and shall be delivered by **SERVICE PROVIDER** to the **COMMISSION** within seven (7) days of termination of this Agreement by either party. Any compensation due to **SERVICE PROVIDER** may be withheld until all documents are received as provided herein.

SECTION 17. ASSIGNMENT

17.1 SERVICE PROVIDER shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of

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COMMISSION. All requirements to be observed by the **SERVICE PROVIDER** shall be observed by all subcontractors.

17.2 If upon receiving written approval from **COMMISSION**, any part of this Agreement is subcontracted by **SERVICE PROVIDER**, **SERVICE PROVIDER** shall be fully responsible to **COMMISSION** for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

17.3 If **COMMISSION** determines that any subcontractor is not performing in accordance with this Agreement, **COMMISSION** shall so notify **SERVICE PROVIDER** who shall take immediate steps to cancel the subcontract or correct the deficiency. **COMMISSION** shall also be given permission to communicate directly to the subcontractor, which communication shall not constitute interference with contractor/subcontractor relationship, provided that **COMMISSION** notifies **SERVICE PROVIDER** in writing of said communication.

17.4 If any part of this Agreement is subcontracted by **SERVICE PROVIDER** prior to commencement of any work by the subcontractor, **SERVICE PROVIDER** shall require the subcontractor to provide **COMMISSION** with insurance coverage as set forth by Section 11 and Exhibit "B".

SECTION 18. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship will be created by this Agreement. It is understood that **COMMISSION** does not agree to use **SERVICE PROVIDER** exclusively. It is further understood that **SERVICE PROVIDER** is free to contract for similar services to be performed for others while under contract with **COMMISSION**. The parties expressly acknowledge that **SERVICE PROVIDER** is an independent SERVICE PROVIDER, and nothing contained in this Agreement will be deemed or construed to create a partnership or joint venture between **COMMISSION** and **SERVICE PROVIDER** or any other relationship between the parties. Additionally, nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or to allow **COMMISSION**, or its agents, representative, or employees, to exercise control or direction over the manner or method by which SERVICE PROVIDER performs any services which are the subject of this Agreement.

SECTION 19. AUTHORIZATION. **SERVICE PROVIDER** shall not, without authorization first being given by **COMMISSION**: a) Use or pledge money or credit of the **COMMISSION**, except in the usual and regular course of business and on account of or for the benefit of the **COMMISSION**; b) Release or discharge any debt due to **COMMISSION** without receiving the full amount thereof; c) Commit any act causing seizure or attachment of the **COMMISSION'S** property; or d) Cause **COMMISSION** to become a guarantor, surety, or endorser, or give any note which obligates the **COMMISSION**.

SECTION 20. TAXES. **SERVICE PROVIDER** shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, Social Security, and income tax laws, with respect to **SERVICE PROVIDER'S** performance of this Agreement.

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SECTION 21. DEFAULT. If, during the term of this Agreement, **SERVICE PROVIDER** shall be in default of any provision of this Agreement, **COMMISSION** may suspend its payment or performance hereunder until such delinquency or default has been corrected; provided, however, that no suspension shall be effective unless and until **COMMISSION** gives notice of the default to **SERVICE PROVIDER** with at least ten (10) days to cure such default.

SECTION 22. TERMINATION. Notwithstanding any other provision of this Agreement, **COMMISSION** may, upon fifteen (15) days written notice to **SERVICE PROVIDER**, terminate this Agreement if: (a) **SERVICE PROVIDER** is adjudged to be bankrupt; (b) **SERVICE PROVIDER** makes a general assignment for the benefit of its creditors; (c) **SERVICE PROVIDER** fails to comply with any of the conditions or provisions of this Agreement; or (d) **SERVICE PROVIDER** is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy **COMMISSION** may have under this Agreement; or (e) when deemed by the **COMMISSION** (in its sole discretion) is in the best interest of the **COMMISSION**. In the event of such termination, **COMMISSION** shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination.

SECTION 23. FORCE MAJEURE. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown or damage to **COMMISSION**'s generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes.

SECTION 24. NOTICE. Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid, to:

For SERVICE PROVIDER:

Revinu, Inc.
4050 Dundee Rd.
Winter Haven, FL 33884
Attn: Lorrie Rossiter
(863) 656-5405

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For COMMISSION:

Utilities Commission, City of New Smyrna Beach, Florida
Attention: Director of Water Resources
P.O. Box 100
New Smyrna Beach, FL 32170-0100
(386) 424-3180

SECTION 25. GOVERNING LAW. This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida.

SECTION 26. SEVERABILITY. In the event any portion of part of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of competent jurisdiction, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

SECTION 27. WAIVER AND ELECTION OF REMEDIES.

27.1 Waiver by **COMMISSION** of any term, condition, or provision of this Agreement shall not be considered a waiver of any term, condition, or provision in the future.

27.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

27.3 Notwithstanding any other provision of this Agreement, the provisions of Sections 14, 15 and 16 shall survive the termination or expiration of this Agreement.

SECTION 28. THIRD PARTY RIGHTS. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than **COMMISSION** and **SERVICE PROVIDER**.

SECTION 29. LIMITATION OF LIABILITY. To the fullest extent permitted by law, **SERVICE PROVIDER'S** total liability for any and all claims, losses, damages and expenses resulting in any way from this Agreement shall not exceed the total compensation received by **SERVICE PROVIDER** under the applicable Scope of Services notwithstanding the fault, tort (including negligence), strict liability or other basis of legal liability of the **SERVICE PROVIDER** and shall extend to its officers, directors, employees, licensors, agents, subcontractors, vendors and related entities.

SECTION 30. CONSEQUENTIAL DAMAGES. Notwithstanding any provision in this Agreement to the contrary, and to the fullest extent permitted by law, **SERVICE PROVIDER** shall

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not be liable to **COMMISSION** for loss of profits, revenue, use, opportunity, and goodwill; cost of substitute facilities, goods, and services; cost of capital; and increased operating costs.

SECTION 31. ENTIRE AGREEMENT. This Agreement, including Exhibits "A" and "B" constitutes the entire agreement between **COMMISSION** and **SERVICE PROVIDER** with respect to the services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

SECTION 32. JOINT PREPARATION. Preparation of this Agreement has been a joint effort of **COMMISSION** and **SERVICE PROVIDER** and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

COMMISSION:

UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA

By: Efren Chavez
DocuSigned by:
Efren Chavez
2B0F79A4AA05436...
Director of Finance/CFO

ATTEST: DocuSigned by: Maureen Lynch
7C18E379FB484BE...

By: Scott Heil
DocuSigned by:
Scott Heil
89AA2A20A67D48A...
Director of Department

SERVICE PROVIDER:

By: DCh

Its: Chief Financial Officer

ATTEST: Linda A Steele

Its: Contract Support

(CORPORATE SEAL)

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EXHIBIT "A": SERVICES TO BE PROVIDED

SCOPE OF WORK

The UCNSB Water Resources Department is seeking bids from qualified contractors to collect, haul, treat, and dispose of the wastewater sludge (a.k.a. "bio-solids") generated by the UCNSB Water Reclamation Facility (WRF) located at 3119 SR 44 New Smyrna Beach, FL 32168. This agreement will be for one year with the option to renew for three additional one-year periods. Price increases/decreases will be considered at the end of each one-year period prior to renewal.

Our tertiary treatment plant produces and stores un-stabilized waste product in the 6% - 7% solids range. The plant is equipped with a filling station and equipment so that product can be filled into tankers. Contractors shall evaluate and bid on the costs to fill, transport, stabilize (if necessary), treat and/or dispose of per Contractor's FDEP permit and guidelines for contractor's facilities. The Contractor must own and control all equipment utilized to accomplish these tasks.

All Labor and materials required by the contractor to perform these tasks should be considered and included in the bid as an **all-inclusive cost per gallon**. The cost per gallon of bio-solids may be adjusted annually based on fuel adjustments. The fuel adjustments will only be considered upon contract renewal.

Copies of Contractor's DEP permits for disposal shall be submitted for consideration with the ITB. Prior to contract approval, the DEP permit will need to be updated and verified.

The contract will require closely coordinated efforts of plant personnel with the contractor to manage this process. ***Invoicing shall be based on UCNSB's flow meter at the sludge facility, meter accuracy is checked yearly.***

The Contractor shall provide a schedule of bi-weekly hauling of bio-solids from the WRF. Any adjustments to the schedule must be made in writing prior to the adjustment and agreed upon by the Vendor and the UCNSB.

In the event of the Contractor's equipment failure or breakdown, the Contractor will be responsible for providing necessary backup equipment to ensure a bi-weekly schedule and to prevent interruption of bio-solids removal from the WRF. The backup equipment shall not require any substantial configurational changes in the WRF's bio-solids loading station, or processing equipment.

Construction of the bio-solids improvements may interfere with this contract, the UCNSB will make considerations to allow for the thickening covered under this contract.

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All bids will be evaluated for cost and compliance with the applicable FDEP regulations from Chapter 62-640. Changes to the FDEP regulations will need to be complied with by the selected contractor.

The vendor will hold the UCNSB harmless against all claims, damages, regulatory citations, losses and expenses that may arise from receiving, transporting, treating, storage, and disposing of this product.

When the contractors FDEP permits are renewed, copies shall be forwarded to the UC within 30 days. The contractor will also supply the UC with copies of any relevant FDEP reports required for our files, in the course of this contract.

The Contractor's facility becomes the entity responsible for treatment and proper use of the product. The source facility (UCNSB WRF) will not be held responsible for treatment, management, use or land application violations.

3.2 WRF Production Statistics

Biosolids concentration	Gallons/year
7% Plant Thickened Product	3,000,000 or 900 dry tons

NOTE: Fluctuations in bio-solids production does occur. Fluctuations may be weather and tourist season dependent. The contractor understands bio-solids are produced 365 days a year. Existing holding tanks will be operated in the most effective manner for the management of both the WRF and the contracted services.

> Option II - Revinu to bring mobile dewatering equipment to the Water Reclamation Facility to dewater the liquid sludge. Utilizing a mobile screw press Revinu anticipates the resulting cake to be a minimum of 15%-17% solids. The biosolids are to be transported to a FDEP approved location.

Trip tickets shall be on a form acceptable to the UC and FDEP. The tickets shall form a chain of custody and allow proper accounting for the payment aspect as well.

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EXHIBIT "B": INSURANCE REQUIREMENTS

I. INSURANCE: Except as otherwise specified in this contract, the **SERVICE PROVIDER** and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverage with limits set forth below with insurers and under forms of policies satisfactory to the **COMMISSION**. It shall be the responsibility of the **SERVICE PROVIDER** and its subcontractors to maintain adequate insurance coverage and to assure that subcontractors are adequately insured at all times. Failure of the **SERVICE PROVIDER** and its subcontractors to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.

The **SERVICE PROVIDER** and its subcontractors shall furnish to the **COMMISSION** such Certificates of Insurance or endorsements required by the provisions set forth herein, which Certificates of Insurance shall name the **COMMISSION** as Additional Insured. All Certificates of Insurance must be provided by an acceptable insurance carrier to the **COMMISSION** and that the carrier should have no less rating than A - X by A.M. Best and Company. **COMMISSION** reserves the right to accept or decline carrier providing coverage.

II. CERTIFICATES OF INSURANCE: At the time of the execution of this contract and each subcontract, but in any event, prior to commencing work, the **SERVICE PROVIDER** and its subcontractors shall furnish the **COMMISSION** with Certificates of Insurance as evidence that the policies providing the required coverages and limits of insurance are in full force and effect. The Certificates shall provide that any company issuing an insurance policy for the work under this contract shall provide not less than thirty (30) days' advance notice to the **COMMISSION** in writing of cancellation, non-renewal, or material change in the policy of insurance. In addition, the **SERVICE PROVIDER** shall immediately provide written notice to the **COMMISSION** upon receipt of notice of cancellation of an insurance policy or a decision to terminate or alter any insurance policy. All Certificates of Insurance shall clearly state that all applicable requirements have been satisfied including certification that the Comprehensive General Liability policies are of the "occurrence form". Certificates of Insurance for **SERVICE PROVIDER** and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the **COMMISSION**'s office, ATTN: Materials Manager, at P.O. Box 100, New Smyrna Beach, Florida 32170-0100.

III. ADDITIONAL INSUREDS: All insurance coverages (except Workers' Compensation and Professional Liability) furnished under this contract shall include the **SERVICE PROVIDER**, the **COMMISSION** and its commissioners, officials, directors, officers, agents, and employees as Additional Insured's with respect to the activities of the **SERVICE PROVIDER** and its subcontractors.

These policies shall contain a "cross-liability" or "severability of interest" clause or endorsement. Notwithstanding any other provisions of these policies, the insurance afforded shall apply separately to each insured, named insured, or Additional Insured with respect to any claim, suit, or judgment made or brought by or for any other insured, named insured, or Additional Insured as though a separate policy had been issued to each, except the insurer's liability shall not be

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increased beyond the amount or amounts for which the insurer would have been liable had only one insured been named.

IV. WAIVER OF SUBROGATION: The **SERVICE PROVIDER** and its subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the **COMMISSION**, its commissioners, officials, directors, officers, agents, and employees.

V. COMPREHENSIVE GENERAL LIABILITY: This insurance shall be an occurrence-type policy written in comprehensive form and shall protect the **SERVICE PROVIDER** and its subcontractors and the Additional Insured's against all claims arising from bodily injury, sickness, disease, or death of any person other than the **SERVICE PROVIDER's** employees or damage to property of the **COMMISSION** or others arising out of the act or omission of the **SERVICE PROVIDER** or its subcontractors or their agents, employees, or subcontractors. This policy shall include protection against claims insured by usual Personal Injury Liability coverage and an endorsement (Protective Liability) to insure the contractual liability assumed by the **SERVICE PROVIDER** and its subcontractors under the Section entitled "Indemnification," as well as Completed Operations, Products Liability, Contractual Liability, Broad Form Property Coverage, Premises/Operations, and Independent Contractors.

Combined Single Limit: $1,000,000 per claim and annual aggregate of $2,000,000.

VI. COMPREHENSIVE AUTOMOBILE LIABILITY: This insurance shall be written in the comprehensive form and shall protect the **SERVICE PROVIDER** and its subcontractors and the Additional Insured against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability shall not be less than:

Combined Single Limit: $1,000,000 per claim and annual aggregate of $2,000,000.

VII. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY: The insurance shall protect the **SERVICE PROVIDER** and its subcontractors against all claims under applicable state workers' compensation laws. The insured shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of workers' compensation laws. This policy shall include an all-states endorsement. The liability limits shall not be less than:

Workers' Compensation: Statutory

Employers' Liability: $100,000 each accident;
$500,000 disease policy limit;
and
$100,000 disease, each employee.

VIII. PROFESSIONAL LIABILITY: Professional Liability insurance shall be provided in an amount of $100,000.

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 No. 22-26 approving a 3-month extension of an agreement between the Utilities Commission, City of New Smyrna Beach, FL and Revinu, Inc. for the disposal of biosolids which will extend the agreement term beyond 4 years.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☑ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The ordinance renews an agreement with Revinu, Inc., for an additional three months to ensure that the continuity of the essential public service of biosolid disposal while the "screw press project" is completed, at which time on-site treatment will no longer be necessary.

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.

None.

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. 22-26

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH APPROVING A 3-MONTH EXTENSION OF AN AGREEMENT BETWEEN THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA, AND REVINU, INC., FOR THE DISPOSAL OF BIOSOLIDS WHICH WILL EXTEND THE AGREEMENT TERM BEYOND 4 YEARS; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Utilities Commission, City of New Smyrna Beach, Florida (the "Utilities Commission") entered into an agreement on March 29, 2022 with Revinu, Inc., for the disposal of biosolids at the Utilities Commission's Water Reclamation Facility (the "WRF"); and

WHEREAS, the agreement is expiring on March 31, 2026; and

WHEREAS, a project commonly referred to as the "screw press project" is currently underway at the WRF and, once completed, will eliminate the need for on-site biosolids treatment; and

WHEREAS, due to delays in completion of the screw press project, it is necessary to extend the existing agreement with Revinu, Inc., for a limited period of 3 months to ensure continuity of essential public services; and

WHEREAS, approval of the proposed 3-month extension will cause the total term of the agreement to exceed 4-years and pursuant to Sec. 8.09 of the City Charter of the City of New Smyrna Beach, any Utilities Commission agreement extending beyond 4 years must be approved by ordinance of the City Commission; and

WHEREAS, the City Commission finds that extending the agreement for an additional 3 months is in the best interests of the City and its residents.

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

SECTION 1: Approval of Extension. The City Commission hereby approves a 3-month extension of the Agreement for Disposal of Biosolids between the New Smyrna Beach Utilities Commission and Revinu, Inc., extending the expiration date of the Agreement beyond 4 years and through June 30, 2026.

SECTION 2: Conflicting Ordinances. All ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 3: Severability. 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 4: Effective Date. This ordinance shall take effect immediately upon its final passage.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 2/17/2026

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

UTILITIES COMMISSION: CONSIDER THE APPOINTMENT OF ONE (1) MEMBER TO SERVE AN UNEXPIRED THREE-YEAR TERM, EXPIRING ON SEPTEMBER 8, 2027.

February 24, 2026

Background:

The Utilities Commission shall consist of five (5) members to be appointed by the City Commission. Each commissioner shall be a qualified elector and freeholder in New Smyrna Beach, but no employee or elected or appointed officer of the city shall be a commissioner and no commissioner shall serve more than three consecutive terms. The commission shall, pursuant to the New Smyrna Beach Charter, manage, operate and control all of the city's utilities and shall employ and discharge at their pleasure all employees whose services are performed in any manner in connection with said utilities.

Findings:

There is currently one (1) vacancy on the Utilities Commission due to the resignation of Mr. Richard Hawes whose term was set to expire on September 8, 2027.

The applications that were submitted by citizens interested in serving on the Utilities Commission are below. They are:

- Chip Weston, 411 Hannah Jeanne Circle *(currently serving on the Turnbull Creek Land Preservation Committee)*
- Deborah Denys, 2505 Cone Lake Drive (currently serving on the Planning and Zoning Board)
- Frank Dalton, 1617 Martins Dairy Road *(currently serving on the Building Trades Board)*
- James Davenport, 106 Grandview Drive
- James Hathaway, 3060 Gibraltar
- Paul Flynn, 1013 Stagger Bush Place

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

UC Roster.pdf
New Smyrna Beach, FL Code of Ordinances UC Terms.pdf
Chip Weston - UC Application.pdf
Deborah Denys - UC Application.pdf
Frank Dalton - UC Application.pdf
James R Davenport - UC Application.pdf
James Hathaway - UC Application.pdf
Paul Flynn - UC Application.pdf

City of New Smyrna Beach, FL

Utilities Commission

Board Roster

James Smith

2nd Term Sep 12, 2023 - Sep 07, 2026

Email flajimster@gmail.com
Home Phone Home: (386) 689-6072
Address
414 Florida Avenue
New Smyrna Beach, FL 32169

Appointing Authority City Commission
Position Asst. Secretary-Treasurer

Lawrence J Kelly

2nd Term Sep 08, 2024 - Sep 08, 2027

Email lkelly@ritcheyautos.com
Home Phone Business: (386) 547-4464
Address
2808 Paradiso Court
New Smyrna Beacj, FL 32168

Appointing Authority City Commission
Position Vice Chairman

Lillian Conrad

3rd Term Sep 08, 2025 - Sep 08, 2028

Email lconrad@conradcc.com
Home Phone Home: (813) 787-8662
Alternate Phone Business: (386) 409-7881
Address
2700 North Peninsula Avenue #416, New Smyrna Beach, FL 32169
P.O. Box 1359
Edgewater, FL 32132

Appointing Authority City Commission
Position Secretary-Treasurer

Jeff Devine

1st Term Sep 08, 2025 - Sep 08, 2028

Email jdjddevine@yahoo.com
Home Phone Home: (650) 804-9123
Address
3205 Hill Street
New Smyrna Beach, FL 32169

Position Commissioner

Vacancy

Appointing Authority City Commission
Position Chairman

Sec. 8.03. - Same—Qualifications.

Each commissioner shall be a qualified elector and freeholder in New Smyrna Beach, but no employee or elected or appointed officer of the city shall be a commissioner and no commissioner shall serve more than three consecutive terms.

Boards & Commissions Application

Profile

Prefix	First Name	Middle Initial	Last Name
	Chip		Weston

chipweston@icloud.com
Email Address

411 Hannah Jeanne Circle
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (321) 303-5611
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Utilities Commission: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 2

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

since 2014

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

College(s)

Rollins College

Degrees held

BA Behavioral Science

WestonResume2021.pdf
Upload a Resume

Work Experience

Please See Below
Employer

Please See Below
Job Title

Please describe your work experience, if any.

Owner Design and Marketing Studio, Director of Economic and Cultural Development - City of Winter Park, Adjunct Professor - Rollins College, Course Director - Full Sail University State of Florida Arts and Cultural Council, Chairman - Walt Disney World Festival of the Masters, Florida Alliance for Arts, Education Board - Winter Park Public Library Trustees Researcher in General Artificial Intelligence

Community Involvement

Are you currently serving on another Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community groups or events you have been involved with:

State of Florida Arts and Cultural Council, Chairman - Walt Disney World Festival of the Masters, Florida Alliance for Arts, Education Board - Winter Park Public Library Trustees - NSB Residents Coalition

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

Apply knowledge of economics, technology, data analysis and artificial intelligence to the sustainability of the municipality

References

Name of Reference #1

Richard Bryant

Address of Reference #1

847 S. Cooper Street New Smyrna Beach, FL 32169

Telephone Number of Reference #1

(954) 328 - 2520

Email address of reference #1

Nature of your relationship (business/personal).

Friend

Name of Reference #2

Genie Flynn

Address of Reference #2

108 Ocean Drive New Smyrna Beach, FL

Telephone Number of Reference #2

(386) 428 - 0967

Email Address of Reference #2

Nature of your relationship (business/personal).

Fellow NSB Residents Coalition Board Member

Name of Reference #3

Sally Gillespie

Address of Reference #3

610 N. Peninsula Avenue New Smyrna Beach, FL 32169

Telephone Number of Reference #3

(386) 689 - 8318

Email address of Reference #3

Nature of your relationship (business/personal).

Fellow NSB Residents Coalition Board Member

Boards & Commissions Application

Profile

Deborah
First Name

Denys
Last Name

ddenys@cfl.rr.com
Email Address

2505 Cone Lake Dr
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (386) 451-5260
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Utilities Commission: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 4

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

35 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Bishop Luers

College(s)

Purdue

Degrees held

BS Business Administration and Management

Deborah_Denys_Bio_3-6-25.docx
Upload a Resume

Work Experience

Weichert Realtors
Employer

Realtor
Job Title

Please describe your work experience, if any.

Licensed National Security Dealer, Licensed Life and Health Agent, Realtor

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

• Florida Communities Trust Board Member - Appointed by Governor Ron DeSantis • Board Member of Burns Sci Tech Charter School • Volusia County School Board Member 1994 - 1998 • Volusia County Council Member 2012 - 2020 • C0-Founder Crystal Apple Awards! Community is so important to our quality of life! 30 years ago I recognized the need to recognize and honor our teachers within our business community, and the Crystal Apple Awards was born. It's an honor every year for the last 30 years to host and sponsor this event through the Southeast Volusia Chamber of Commerce. • Habitat for Humanity Board Member • Guardian ad Litem for 7th Judicial Circuit • Licensed Therapeutic Foster Parents for Children's Home Society • Board Member Southeast Volusia Chamber of Commerce • Chair Education Committee Southeast Volusia Chamber of Commerce • Chair Early Learning Coalition of Flagler & Volusia Counties. Appointed by Governor's Jeb Bush & Charlie Crist

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I am interested and committed to our community. I bring a wide variety of skill sets and contacts as well as being able to connect with influencers at city, county and state level.

References

Name of Reference #1 (Please do not list current elected officials)

Judy Reiker

Address of Reference #1

464 Bouchelle, Unit 304 New Smyrna Beach, FL. 32168

Telephone Number of Reference #1

386-689-5531

Email address of reference #1

judy.reiker@outlook.com

Nature of your relationship (business/personal).

Personal & Business

Name of Reference #2 (Please do not list current elected officials)

Diana Puhl

Address of Reference #2

3551 Grande Tuscany Way New Smyrna Beach, FL. 32168

Telephone Number of Reference #2

404-558-2499

Email Address of Reference #2

dianapuhl@yahoo.com

Nature of your relationship (business/personal).

Personal & Business

Name of Reference #3 (Please do not list current elected officials)

Curtis Hodges

Address of Reference #3

620 S. Riverside Dr. New Smyrna Beach, FL. 32168

Telephone Number of Reference #3

321-303-6195

Email address of Reference #3

cchodges@gmail.com

Nature of your relationship (business/personal).

Personal & Business

Deborah Denys

My Experience

- Florida Communities Trust Board Member - Appointed by Governor Ron DeSantis
- Board Member of Burns Sci Tech Charter School
- Volusia County School Board Member 1994 - 1998
- Volusia County Council Member 2012 - 2020
- Chair Early Learning Coalition of Flagler & Volusia Counties. Appointed by Governor's Jeb Bush & Charlie Crist

My Credentials and Memberships

- 2020 FOCUS Award for outstanding achievement in the planning process.
- 2019 Citizen of the Year - Ongoing efforts to promote water quality investments and fulfill vision for thriving commercial & aviation industry.
- Chair River to Sea Transportation Organization - Facilitated 2045 Long Range Transportation Plan and coordinated locally and within the state and region. Integrated detailed and general community and stakeholder input. Identified multimodal, fiscally-constrained Cost Feasible Plan to enhance area's transportation network.
- 2017 - One of Top 30 Most Influential People in Volusia & Flagler County
- 2014 - One of Top 55 Most Influence People in Volusia & Flagler County
- Chair Central Florida Metropolitan Planning Organization Board of Directors. Encompassing 10 counties, 2 Department of Transportation Districts. 2017-2020
- Chair Indian River Lagoon National Estuary Program. Developed and successfully implemented 10 Comprehensive Conservation Management Plan. Encompasses 5 counties, 2 water management district, DEP & EP

My Community Involvement

- C0-Founder Crystal Apple Awards! Community is so important to our quality of life! 30 years ago I recognized the need to recognize and honor our teachers within our business community, and the Crystal Apple Awards was born. It's an honor every year for the last 30 years to host and sponsor this event through the Southeast Volusia Chamber of Commerce.
- Habitat for Humanity Board Member
- Guardian ad Litem for 7th Judicial Circuit
- Licensed Therapeutic Foster Parents for Children's Home Society
- Board Member Southeast Volusia Chamber of Commerce
- Chair Education Committee Southeast Volusia Chamber of Commerce

Boards & Commissions Application

Profile

Prefix	First Name	Middle Initial	Last Name
	Francis	T	Dalton

ftdcad@gmail.com
Email Address

1617 Martin Dairy Road
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (386) 689-6896
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Utilities Commission: Submitted

Are you registered to vote in the City of New Smyrna Beach?

(•) Yes ( ) No

What zone do you live in? *

[x] Zone 3

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

1986-1991 2005-2023

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

( ) Yes (•) No

If yes, please provide amplifying information.

Educational Background

High School

NSB & Parkway North

College(s)

Penn Foster

Degrees held

None

Dalton__Francis_-_Multiple_Boards_Application.pdf
Upload a Resume

Work Experience

Coastal Claims Services
Employer

President
Job Title

Please describe your work experience, if any.

construction work / insurance adjusting / loss mitigation

Community Involvement

Are you currently serving on another Board?

(•) Yes ( ) No

If yes, which Board and when were you appointed?

Building Trades Examining Board

Please describe any community groups or events you have been involved with:

Ran for city commission

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

( ) Yes (•) No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I have for a long time wanted to give back to the community and whit my time in New Smyrna Beach as a resident and my professional background i believe this board would be a great fit

References

Name of Reference #1

Matthew Peterson

Address of Reference #1

Not Listed

Telephone Number of Reference #1

(386) 314 - 3939

Email address of reference #1

mpeterson1986@gmail.com

Nature of your relationship (business/personal).

Name of Reference #2

Bob Werner

Address of Reference #2

Not Listed

Telephone Number of Reference #2

(386) 937 - 2806

Email Address of Reference #2

robertjohnwerner@yahoo.com

Nature of your relationship (business/personal).

Name of Reference #3

Spencer Hathaway

Address of Reference #3

Not Listed

Telephone Number of Reference #3

(386) 690 - 1170

Email address of Reference #3

spencer.hathaway@gmail.com

Nature of your relationship (business/personal).

Boards & Commissions Application

Profile

James
First Name

Davenport
Last Name

budspoint@gmail.com
Email Address

106 Grandview Drive
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (386) 405-0681
Primary Phone

Business: (386) 426-2886
Alternate Phone

Which Boards would you like to apply for?

Utilities Commission: Appointed

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 2

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

51 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

North Little Rock High School

College(s)

University of Arkansas

Degrees held

BS

Buddy_Davenport_bio.pdf.pdf
Upload a Resume

Work Experience

State Farm
Employer

Agent
Job Title

Please describe your work experience, if any.

Insurance agent for 50 years in New Smyrna Beach, representing State Farm

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

National Association of Insurance and Financial Advisors - NAIFA National Association of State Farm agents (NASFA) Former Vice President of the South East Volusia Advertising Authority Director Committee of Florida Agents (State Farm Political Action Committee) South East Volusia Chamber of Commerce Former Vice President of the New Smyrna Beach Housing Authority Masonic Lodge New Smyrna Beach New Smyrna Beach Shriners Former member of the Board of Directors, United Way Volusia County Former Board member of Daytona State College Foundation Former board member of Atlantic Center of the Arts Former board member of WCEU television station Founding board member of the Daytona Beach Margarita Charity Ball/Toys for Tots Board member of the Prison Ministry Group Founding board member of the Marine Discovery Center in New Smyrna Beach Member Elks Club South East Volusia County Member of the New Smyrna Beach Kiwanis Club Affiliate member of New Smyrna Beach Board of Realtors Appointed as one of five Commissioners of the Utilities Commission, City of New Smyrna Beach Volusia County Commissioner for the Florida Inland Navigation District

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I have served on this board for nine years and am interested in renewing my appointment in order to provide continuity for the projects we currently have underway.

References

Name of Reference #1 (Please do not list current elected officials)

Catherine Shuman

Address of Reference #1

235 Duke Drive, DeLand, FL 32724

Telephone Number of Reference #1

386-717-5286

Email address of reference #1

cshuman61@gmail.com

Nature of your relationship (business/personal).

personal

Name of Reference #2 (Please do not list current elected officials)

Phil Pyster

Address of Reference #2

416 Palm Street, New Smyrna Beach, FL 32168

Telephone Number of Reference #2

386-314-5097

Email Address of Reference #2

philiplethem@gmail.com

Nature of your relationship (business/personal).

business

Name of Reference #3 (Please do not list current elected officials)

Senator Tom Wright

Address of Reference #3

1103 Hays Street, Tallahasse, FL 32301

Telephone Number of Reference #3

507-208-6253

Email address of Reference #3

tom@laman.com

Nature of your relationship (business/personal).

business

Buddy Davenport

Professional Background

I opened my State Farm Insurance Agency in New Smyrna Beach in 1975. After graduating from

University of Arkansas Razorbacks in 1974 with a Bachelors in Business Administration, I moved to Florida, discovering beautiful New Smyrna Beach. I attended the Gemological Institute of America and became a Certified Diamond Appraiser in 1975, working as the Manager at Gordon's Jewelers.

I started my Insurance business with State Farm in New Smyrna Beach in 1975, by going door to door. During my time here, I have immersed myself in being an active community supporter as former Vice President of the South East Volusia Advertising Authority, Chamber member since 1975, former Vice President NSB Housing

Authority, Member of the Masonic Lodge of NSB, NSB Shriners Club, former member of the Board of

Directors United Way Volusia County, former Board member of Daytona State College Foundation,

Founding Board member of the Margarita Charity Ball / Toys for Tots for Children, bringing the idea of NSB Charity Ball to Kaye Walker NSB, Founding Board member of Marine Discovery Center, member Elks Club South East Volusia (SEV), Affiliate member of New Smyrna Beach Board of

Realtors, Board member Prison Ministries of Volusia County, member of New Smyrna Beach Kiwanis

Club, member NSB Yacht Club, member National Association Financial Insurance Advisors, member of National Association State Farm Agents, Director of Committee Florida Agents, Commissioner for the Utilities Commission of New Smyrna Beach, and Board member of the AdventHealth Foundation in New Smyrna.

Professional Experience

Manager, Gordon's jewelers July 1974 to July 1975

1975 to present, State Farm agent, New Smyrna Beach Florida

Professional Memberships

New Smyrna Beach Chamber of Commerce Board Member

National Association Of Insurance and Financial Advisors - NAIFA

National Association of State Farm agents (NASFA)

Former Vice President of the South East Volusia Advertising Authority

Director Committee of Florida Agents (State Farm Political Action Committee)

South East Volusia Chamber of Commerce

Former Vice President of the New Smyrna Beach Housing Authority

Masonic Lodge New Smyrna Beach

New Smyrna Beach Shriners

Former member of the Board of Directors, United Way Volusia County

Former Board member of Daytona State College Foundation

Former board member of Atlantic Center of the Arts

Former board member of WCEU television station

Founding board member of the Daytona Beach Margarita Charity Ball/Toys for Tots

Board member of the Prison Ministry Group

Founding board member of the Marine Discovery Center in New Smyrna Beach

Member Elks Club South East Volusia County

Member of the New Smyrna Beach Kiwanis Club

Affiliate member of New Smyrna Beach Board of Realtors

Appointed as one of five Commissioners of the Utilities Commission, City of New Smyrna Beach

Board Member of the Advent Health Foundation in New Smyrna Beach

Accreditations and Achievements

Co-Founder of the Daytona Margarita Ball Society and has raised over $125,000 annually in toys for children in Volusia County; over a 32-year period this has totaled $4 million.

Has won numerous awards with State Farm Insurance including; President's club, Ambassador Travel, Chairman's Circle.

Sponsored and put together the "Worlds Miniature Golf" Tournament in New Smyrna Beach on ESPN.

Responsible for the building of a cafeteria kitchen to feed 450 children at the Burns Science and Technology Charter School.

Activities

Boating, Cooking, Wine Tasting, Entertaining, Charitable Work, Camaraderie, Seeing people be happy overall.

Boards & Commissions Application

Profile

James
First Name

Hathaway
Last Name

jhathaway3@gmail.com
Email Address

3060 Gibraltar
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (386) 689-0255
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Utilities Commission: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 4

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

68 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

New Smyrna Beach High School

College(s)

Stetson Univ

Degrees held

Bachelors of Business Administration

J_Hathaway_Bio.pdf
Upload a Resume

Work Experience

Self employed
Employer

Distributor
Job Title

Please describe your work experience, if any.

Small Business owner for 47 years until retirement in 2021

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I know the history of the UC & I believe I can contribute. I am a former city commission member 1994-2012. former mayor 2014-2018. former CRA vice chair 1985-1988. Former Fire Pension trustee for 12 years.

References

Name of Reference #1 (Please do not list current elected officials)

Spencer Hathaway

Address of Reference #1

3057 Gibraltar NSB, FL 32168

Telephone Number of Reference #1

3866901170

Email address of reference #1

spencerhathaway@gmail.com

Nature of your relationship (business/personal).

personal

Name of Reference #2 (Please do not list current elected officials)

Adam Barringer

Address of Reference #2

4292 Pennsylvania Ave NSB, FL 33168

Telephone Number of Reference #2

3862596813

Email Address of Reference #2

Nature of your relationship (business/personal).

personal

Name of Reference #3 (Please do not list current elected officials)

Jason McGuirk

Address of Reference #3

77 Cunningham Drive NSB, FL. 32168

Telephone Number of Reference #3

3864574570

Email address of Reference #3

jasonmcguirk@yahoo.com

Nature of your relationship (business/personal).

business



2024 'Cuda Achiever: **JIM HATHAWAY**

Jim Hathaway was elected Mayor at the General Election held November 4, 2014. He was sworn into office on November 11, 2014. Jim was previously elected to represent Zone 3, northwestern New Smyrna Beach on the City Commission in 1994 and served four terms, until November 2012. He was also selected by the City Commission to serve five, one-year terms as Vice Mayor.

Jim has championed many local legislative initiatives by representing the City Commission as a member of numerous Florida League of Cities counsels and committees, and Board of Directors. He also served as President of the Volusia League of Cities and member of the Executive Committee. A native of New Smyrna Beach, Jim is a graduate of New Smyrna Beach High School and earned a bachelor's degree in business from Stetson University.

A local business owner for many years, Jim formerly managed his family grocery store and is retired from his Pepperidge Farms franchise. Jim proudly served his country as an officer of the Quartermaster Corps for eight years in the United States Army Reserve.

He is a member of the First Baptist Church of New Smyrna Beach. His hobbies include boating and playing golf. Jim and his wife Paula have four grown children and seven grandchildren.

Boards & Commissions Application

Profile

Paul
First Name

Flynn
Last Name

pflynn01@snet.net
Email Address

1013 Stagger Buch Pl.
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Mobile: (860) 729-5939
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Utilities Commission: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 3

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

12 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Southington (Connecticut) High School

College(s)

University of Connecticut, Central Connecticut State College

Degrees held

none

FlynnP_for__NSB.pdf
Upload a Resume

Work Experience

retired
Employer

forager
Job Title

Please describe your work experience, if any.

I retired in 2014 after a 36-year career in the ad valorem appraisal field. Beginning as a data collector I quickly rose through the ranks to project supervisor and then 31 years as a regional manager responsible for company business in the Northeast US. The company I began with, Cole-Layer-Trumble Company, was acquired by Tyler Technologies in 2000. I was primarily involved in the mass appraisal of real estate for cities, towns, and counties for property tax assessment purposes. The appraisal of thousands of parcels as of the same date using a common database and consistent methodology required the use of integrated technology giving me a familiarity with various computer systems, geographical information systems, statistical analysis, and aerial imagery.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

I've been a member of the Smyrna Yacht Club since 2009. I've served on the club's Finance and Audit Committee as well as the Board of Governors. I was Commodore in 2021. Prior to moving to New Smyrna Beach as a full-time resident in 2011 I served on the Town of Tolland, Connecticut Board of Assessment Appeals for 12 years.

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

Since completing my 2 terms on the Board of Governors at the Smyrna Yacht Club I find myself with time to give back to the city as a volunteer. The Utilities Commission is an important entity affecting all property owners and some tenants in the city. My business experience, ability to work well with others, as well as my 12 years of experience, most as chairman, on the Town of Tolland, Connecticut's Board of Assessment Appeals, provide me with the talent and perspective to serve the city honorably.

References

Name of Reference #1

Jeannie Vogel

Address of Reference #1

2435 Swordfish La Edgewater, FL 32141

Telephone Number of Reference #1

386 314 7595

Email address of reference #1

jeannievogel2345@gmail.com

Nature of your relationship (business/personal).

personal

Name of Reference #2

Sally Gillespie

Address of Reference #2

610 N. Peninsula Ave. New Smyrna Beach, FL 32169

Telephone Number of Reference #2

386 689 8318

Email Address of Reference #2

sallgill10@gmail.com

Nature of your relationship (business/personal).

personal

Name of Reference #3

Jeffrey Macklin

Address of Reference #3

2808 Bay Vista Court New Smyrna Beach, FL 32168

Telephone Number of Reference #3

386 341 4315

Email address of Reference #3

bahamastar66@yahoo.com

Nature of your relationship (business/personal).

personal

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

BOARD VACANCY NOTICE: THE CODE COMPLIANCE BOARD CURRENTLY HAS THREE (3) UNFILLED THREE-YEAR TERM LENGTH VACANCY, WHICH WILL EXPIRE ON MARCH 4, 2026.

February 24, 2026

Background:

Establishment and Purpose: Florida State Statute 162.01 authorizes the creation of a **Code Compliance Board** to enforce local building codes, zoning regulations, or other ordinances concerning property standards. The Board is tasked with reviewing complaints and violations related to code infractions and determining compliance.

Duties: The Board's responsibilities may include:

- Hearing cases of alleged code violations.
- Issuing orders or fines to non-compliant property owners.
- Providing hearings for individuals or businesses challenging code violations.
- Recommending corrective actions or penalties.

Findings:

The board meets the third Thursday of each month. This is a seven (7) member board with term length of three (3) years.

Member Qualifications: (whenever possible)

- Must be citizen of New Smyrna Beach
- Architect
- Businessman
- Engineer
- General Contractor
- Subcontractor
- Realtor

The board appointment will be conducted at the City Commission regular meeting on Tuesday, March 10, 2026.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

64-80.pdf
Ordinance_No._10-13_Code_Enforcement_Board_-_City_Code_Amendment.pdf

ORDINANCE NO. 64-80

AN ORDINANCE TO BE KNOWN AS THE CITIZEN CODE ENFORCEMENT ORDINANCE; CREATING A CITIZEN CODE ENFORCEMENT BOARD; SETTING FORTH THE PURPOSE OF THE SAID BOARD; PROVIDING DEFINITIONS; PROVIDING FOR THE ORGANIZATION OF SAID BOARD; FOR TERMS OF OFFICE AND COMPENSATION; PROVIDING FOR CODE INSPECTORS; PROVIDING FOR ENFORCEMENT PROCEDURES INCLUDING NOTICE OF VIOLATIONS, HEARINGS AND THE CONDUCT THEREOF; PROVIDING FOR TRANSCRIPTION OF HEARINGS AND FOR CLERICAL AND ADMINISTRATIVE PERSONNEL; PROVIDING POWERS OF THE BOARD; PROVIDING FOR FINES AND LIENS; PROVIDING FOR APPEALS; SPECIFYING TYPES OF NOTICE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR PUBLICATION OF THIS ORDINANCE BY TITLE ONLY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the intent of the City Commission, by adoption of this ordinance, to promote, protect and improve the health, safety and welfare of the citizens of this city by providing an equitable, expeditious, effective and inexpensive method of enforcing the various occupational license, fire, building, zoning, sign and related technical codes in force in the City, and

WHEREAS, the Legislature of the State of Florida has authorized the enactment of this ordinance by the City Commission by passage of the "Municipal Code Enforcement Board Act", Chapter 80-300, Laws of Florida, 1980, codified as Part V of Chapter 166, Florida Statutes, consisting of §166.501 to and including §166.512.

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

SECTION 1: TITLE. This ordinance shall hereafter be known as the Citizen Code Enforcement Ordinance.

SECTION 2: CREATION. There is hereby created a Citizen Code Enforcement Board.

SECTION 3: PURPOSE. The purpose and intent of the creation of the Citizen Code Enforcement Board is to promote, protect and improve the health, safety and welfare of the citizens of New Smyrna Beach by providing an equitable, expeditious, effective and inexpensive method of enforcing the various occupational license, fire, building, zoning, sign and related technical codes and ordinances presently in force or hereafter adopted.

SECTION 4: DEFINITIONS.

(a) Codes - the Citizen Code Enforcement Ordinance shall apply to the following codes and ordinances in force in the City: standard building, electrical, gas, housing, mechanical, plumbing, and swimming pool codes, together with ordinances applicable thereto; sign ordinance, subdivision ordinance, zoning ordinance, animal control ordinance, fire code, noise abatement ordinance and any other similar code or ordinance which may be passed in the future.

(b) Commission - means the City Commission of the City of New Smyrna Beach, Florida.

(c) Code Inspectors - those authorized persons, agents and representatives of the City of New Smyrna Beach whose duty it is to ensure compliance with the various codes and ordinances enumerated

herein, said inspectors to be designated by the City Manager.

(d) City Attorney - the legal counsel for the City.

(e) Enforcement Board - the Citizen Code Enforcement Board.

SECTION 5: ENFORCEMENT BOARD; ORGANIZATION

(a) The City Commission shall appoint a six (6) member enforcement board. Members of the enforcement board shall be residents of the City of New Smyrna Beach and no member may serve on the enforcement board while serving on any other board or commission of the City of New Smyrna Beach. Appointments shall be made by the City Commission on the basis of experience or interest in the fields of zoning, building control and in the other codes enumerated herein. The membership of the enforcement board shall, whenever possible, consist of an architect, a businessman, an engineer, a general contractor, a sub-contractor and a realtor.

(b) The initial appointments to the enforcement board shall be as follows:

1. Two members appointed for a term of one (1) year.

2. Two members appointed for a term of two (2) years.

3. Two members appointed for a term of three (3) years.

Thereafter, all appointemnts shall be made for a term of three (3) years. Any member may be re-appointed from term to term upon approval of the City Commission. Appointments to fill any vacancy on the enforcement board shall be for the remainder of the unexpired term of office. Members shall serve at the pleasure of the City Commission. Any member who fails to attend two of the three consecutive meetings without cause and without prior approval of the chairman shall automatically forfeit his appointment.

(c) The members of the enforcement board shall elect a chairman and a vice-chairman. The presence of four (4) or more members shall constitute a quorum of the enforcement board. Members shall serve without compensation, but may be reimbursed for such travel, mileage, and per diem expenses as may be authorized by the City Commission.

(d) The City Attorney shall when requested, either be counsel to the Code Enforcement Board or shall represent the City by presenting cases before the board; but, in no case, shall the City Attorney serve in both capacities.

(e) The enforcement board shall be authorized to establish such internal rules and regulations as it shall deem necessary.

SECTION 6: ENFORCEMENT PROCEDURE

(a) It shall be the duty of the code inspector to initiate enforcement proceedings of the various codes; provided, however, no member of the board shall have the power to initiate such enforcement proceedings.

(b) Except as provided in subsection (c), if a violation of a code or ordinance enumerated herein is found, the code inspector shall notify the violator and give him a reasonable time to correct the violation. Should the violatin continue beyond the time specified for correction, the code inspector shall notify the enforce -

ment board and request a hearing pursuant to the procedure in §7. Written notice shall be mailed to said violator as provided herein.

(c) If the code inspector has reason to believe that a violation presents a serious threat to the public health, safety and welfare, the code inspector may proceed directly to the procedure outlined in §7 hereof without notifying the violator.

SECTION 7: CONDUCT OF HEARING.

(a) The Chairman of the enforcement board may call hearings of the enforcement board and hearings may also be called by written notice signed by at least three (3) members of the enforcement board. The enforcement board at any hearing may set a future hearing date. The enforcement board should attempt to convene no less frequently than once every two months, but may meet more often or less often as the demand necessitates. Minutes shall be kept of all hearings by the enforcement board and all hearings shall be open to the public and taped. The City Commission shall provide clerical and administrative personnel as may be reasonably required by the enforcement board for the proper performance of its duties. The respondent brought before the enforcement board on an alleged violation shall have the privilege to challenge the right of a member of the enforcement board to sit on the board in that particular case, and if there is good cause to believe that the said board member shall not be able to render an impartial decision, the challenged member shall recuse himself. If the challenged board member refuses to recuse himself, then the board shall vote on whether or not that particular board member shall sit on the enforcement board for that particular case.

(b) Each case before the enforcement board shall be presented by either the City Attorney or by a member of the administrative staff of the municipality.

(c) The enforcement board shall proceed to hear cases on the agenda for that day. All testimony shall be taken under oath and shall be recorded. The enforcement board shall take testimony from the code inspector and the alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and govern said proceedings.

(d) At the conclusion of the hearing, the enforcement board shall issue findings of fact, based on evidence of record, and conclusions of law and shall issue an order affording the proper relief consistent with powers granted herein. The findings shall be by motion approved by a majority of those present and voting, except that at least three (3) members of the enforcement board must vote for the action to be official. The record shall be presented to the Court on appeal and shall be subject to review.

SECTION 8: POWERS OF THE ENFORCEMENT BOARD. The enforcement board shall have the power to :

(a) Adopt rules for the conduct of its hearings.

(b) Subpoena alleged violators and witnesses to its hearings. Subpoenas may be served by the police department of the municipality.

(c) Subpoena evidence.

(d) Take testimony under oath.

(e) Issue orders having the force of law commanding whatever steps are necessary to bring the violation into compliance.

SECTION 9: FINES AND/OR LIENS. The enforcement board, upon notification by the code inspector that a previous order of the enforcement board has not been complied with by the set time, may order the violator to pay a fine not to exceed Five Hundred

and No/100 ($500.00) Dollars for each day the violation continues passed the date set for compliance. A certified copy of an order imposing a fine may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists. After one year from the filing of any such lien which remains unpaid, the enforcement board may authorize the City Attorney to foreclose on the lien. In addition, and in the event it is impracticable or impossible to impose a lien against land, the City Attorney may be authorized to proceed to reduce the said fine to a judgment before a court of competent jurisdiction.

SECTION 10: APPEAL. An aggrieved party may appeal a ruling or order of the enforcement board by certiorari in the Circuit Court. An appeal shall be filed within thirty (30) days of the execution of the order to be appealed.

SECTION 11: NOTICES. All notices required by this ordinance shall be by certified mail, return receipt requested, where the mail would not be effective, by hand delivery by the code inspector.

SECTION 12: SEVERABILITY CLAUSE. Should any word, phrase, sentence, subsection or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection or section so held shall be severed from this ordinance and all other words, phrases, sentences, subsections, or sections shall remain in full force and effect.

SECTION 13: REPEALING CLAUSE. All ordinances or parts thereof that are in conflict with this ordinance be and the same are hereby repealed and rescinded.

SECTION 14: PUBLICATION BY TITLE. This ordinance shall be published by title only at least one time in a newspaper of general circulation in the City of New Smyrna Beach, which said publication shall be not less than seven (7) days prior to its final passage.

SECTION 15: EFFECTIVE DATE. This ordinance shall take effect immediately upon its adoption as provided by law.

APPROVED AS TO FORM AND CORRECTNESS

Charles A. Hall

CHARLES A. HALL, City Attorney

DATED: January 20, 1981

Ordinance No. 64-80 of the City of New Smyrna Beach, Florida, was introduced before the City Commission at its Regular Meeting at the City Hall in said City on the 27th day of January, A.D., 19 81 and read in full by title only. Motion was made by Commissioner Powell to approve Ordinance No. 64-80; which motion having been seconded by Commissioner Sawtelle; the vote thereon being as follows:

MAYOR GEORGE E. MUSSON	Yes
VICE-MAYOR COMR. JAMES D. POWELL	Yes
COMMISSIONER MARY C. HILL	Yes
COMMISSIONER REED J. LaFERRIERE	Yes
COMMISSIONER COURTLAND D. SAWTELLE	Yes

Whereupon, the Mayor did then declare the Ordinance No. 64-80 to be approved on first reading and Public Hearing to be held on February 10, 1981.

Ordinance No. 64-80 was read in full by title only for the second time before the City Commission at its Regular Meeting at the City Hall, in the City of New Smyrna Beach, Florida on the 10th day of February A.D., 1981, and Commissioner Sawtelle moved, seconded by Commissioner Hill that Ordinance No. 64-80 be adopted as introduced and read. A roll-call vote was ordered upon this motion and resulted as follows:

MAYOR GEORGE E. MUSSON	YES
VICE-MAYOR COMR. JAMES D. POWELL	YES
COMMISSIONER MARY C. HILL	YES
COMMISSIONER REED J. LeFERRIERE	YES
COMMISSIONER COURTLAND D. SAWTELLE	YES

The Mayor then did declare the motion to pass Ordinance No. 64-80 was thereby enacted, as introduced and read.

The City Clerk was instructed to note the passage of Ordinance No. 64-80 in the minutes of this meeting by its title only and to record the same in full, in the Ordinance Records of the City at the City Hall, in the City of New Smyrna Beach, Florida, this 11th day of February A.D., 19 81, and has caused the Official Seal of said City to be here-unto affixed, for the purpose of authenticity and as is required by law.

George E. Musson

As Mayor of the
City of New Smyrna Beach, Florida

(OFFICIAL SEAL)

Lynda L. Schardt

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

City of New Smyrna Beach

210 SAMS AVENUE
NEW SMYRNA BEACH, FLORIDA 32069
TELEPHONE: 904/ 427-4166

GEORGE E. MUSSON, MAYOR
WILLIAM R. RAINES, VICE-MAYOR
REED J. LA FERRIERE, COMMISSIONER
MARY C. HILL, COMMISSIONER
JAMES D. POWELL, COMMISSIONER

E. IRENE BECKHAM, CITY MANAGER
LYNDA L. SCHAIDT, CITY CLERK
CHARLES A. HALL, CITY ATTORNEY
JOHN E. HAGOOD, FINANCE DIRECTOR

November 21, 1980

TO: Honorable Mayor and City Commission
FROM: Charles A. Hall, City Attorney
RE: Code Enforcement Board

Dear Commissioners:

I am enclosing a copy of the rules and regulations adopted by the City of West Palm Beach Code Enforcement Board for you to look over. Our CCEB should have something substantially similar.

Yours very truly,

Charles A. Hall

CHARLES A. HALL

CAH:lr
enclosures

Amended 11/21/1979

CODES ENFORCEMENT BOARD
CITY OF WEST PALM BEACH, FLORIDA

RULES AND REGULATIONS

ARTICLE I — NAME

The name of this Board shall be the "Codes Enforcement Board of the City of West Palm Beach, Florida."

ARTICLE II — JURISDICTION

The Board has jurisdiction over those matters which are set forth in Ordinance No. 1466-79 of the City of West Palm Beach.

ARTICLE III — OFFICERS AND THEIR DUTIES

Section 1: The officers shall be a Chairperson and a Vice Chairperson. The City Clerk shall provide a Recording Secretary.

Section 2: The Chairperson shall preside at all meetings (and hearings) of the Board and shall have the duties normally conferred by parliamentary usage of such officers.

Section 3: The Chairperson shall be one of the members of the Board. The Chairperson shall have the privilege of discussing all matters before the Board and shall have the same voting rights as all Board members.

Section 4: The Vice Chairperson shall act in the absence of the Chairperson.

ARTICLE IV — ELECTION OF OFFICERS

Section 1: Nomination of officers shall be made from the floor at the annual organizational meeting in October each year, and the election shall be held immediately thereafter.

Section 2: A candidate receiving a majority vote shall be declared elected and shall serve a term of one year or until a successor shall take office.

Section 3: Vacancies in office shall be filled immediately by regular election procedure.

ARTICLE V — MEETINGS

Section 1: Regular Meetings:

Regular meetings shall be held at least every two months. The Board may set meetings more frequently if necessary.

Section 2: Special Meetings:

Special meetings may be called by the Chairperson or any two members of the Board by notification to the Board Attorney.

Section 3: Notice

Notice of all meetings, both regular and special, shall be given to all Board members at least twenty-four (24) hours in advance of the meeting.

ARTICLE V — MEETINGS (Cont'd)

Section 4: Attendance

a. Members shall notify the Chairperson of the Board if they are not going to attend a meeting.

b. If a member, including the alternate, misses two out of three consecutive meetings without cause and without prior approval of the Chairperson, he shall forfeit his appointment.

c. If a regular member misses a meeting, the first alternate shall vote in his place. If a second regular member misses the same meeting, the second alternate shall vote in his place.

Section 5: Quorum

A quorum of the Board shall consist of three (3) members, including alternates, and an affirmative vote of a majority of those present shall be necessary to pass any motion or adopt any order unless otherwise specified herein.

Section 6: a) Voting

Voting shall be by voice vote and shall be recorded by individual "aye" or "nay."

b) Abstention

Each member present shall cast an "aye" or "nay" vote on each question before the Board, except that if any member has a personal interest in a matter, he may abstain from participating as a member of the Board in that matter and must file a Memorandum of Voting Conflict with the Secretary of the Board within fifteen (15) days after such vote.

ection 7: Records

All regular and special meetings, hearings, and records shall be open to the public.

ection 8: Procedure

Parliamentary procedure in Board meetings shall be governed by Robert's Rules of Order, as amended, and by the Rules and Regulations contained herein.

RTICLE VI — ORDER OF BUSINESS

1. Role Call
2. Minutes of previous meetings
3. Public Hearings
4. Unfinished Business
5. Presentation of Filed Affidavits of Violations
6. New Business
7. Adjournment

The order of business may be suspended by a vote of the majority of those members present.

ARTICLE VII — INITIATION OF ACTIONS BEFORE THE BOARD

Section 1: All actions before the Board shall be initiated by filing an Affidavit of Violation (a copy of which is attached hereto) with the Secretary of the Board.

Section 2: The Secretary shall assign a case number and present the case to the Board at its next meeting.

Section 3: The Board shall review the Affidavit and if they feel that action is warranted, set the case for a Hearing to be held at a subsequent meeting of the Board.

Section 4: After a case is set for hearing by the Board, the Secretary shall send out a Notice of Hearing to the alleged violator by certified mail, return receipt requested, or effect personal service upon a party by the police deparment (a copy of which is attached hereto). A copy of said Notice of Hearing shall be sent to the City Prosecutor, the Affiant, and the Attorney for the Board.

Section 5: After a case is set for hearing, the Secretary of the Board shall be empowered to issue subpoenas as requested by the Affiant and the alleged violator. The subpoenas shall be sent to the City police department to be served.

ARTICLE VIII — HEARINGS

Section 1: The following procedures will be observed in hearings before the Board:

a) The Secretary shall read the Notification of Violation for each application.

b) The respondent shall be asked if he wishes to contest the charges.

c) All witnesses shall be sworn in by the Secretary.

d) The City shall present its case and respondent shall present their case. Both parties will have an opportunity to cross-examine all witnesses.

e) The Board or its Attorney may question any witness or call any witnesses as it feels necessary.

f) The right of parties to present rebuttal evidence is discretionary with the Board.

g) The Board may, in its discretion, adjourn a Hearing for a period not to exceed 31 days at any time during the Hearing, and request further information from either party.

h) If a Hearing is adjourned, at the time the Hearing is reconvened, only those Board members that have been present from the beginning of the Hearing may participate in the deliberations and decision making process. (This requirement may be waived by the consent of both parties.)

ARTICLE VIII HEARINGS (Cont'd)

i) Upon completion of all the evidence, the Chairperson shall close the Hearing.

j) The Board may only consider that evidence which is presented at the Hearing and that both parties have had an opportunity to rebut before reaching their decision.

k) The Board shall immediately deliberate in open session before the public.

l) The Board shall orally issue an Order which is approved by a majority of the Board (at least 3 members). The Order shall contain findings of fact and conclusions of law and state the affirmative relief granted by the Board. Said Order shall be reduced to writing with ten (10) days and be mailed to the respondent. (Two form Orders are attached hereto.)

ARTICLE IX ENFORCEMENT

Section 1: After an Order of non-compliance has been issued by the Board and a scheduled date of compliance has been ordered, a designated City Official shall make an inspection to determine if the alleged violation has been corrected.

Section 2: The designated City Official shall then issue an Affidavit of Compliance or Non-Compliance, which shall be filed with the Board. A copy of said Affidavit shall be sent to the violator by Certified mail, return receipt requested.

Section 3: A letter of notification of lien (sample letter attached) shall be mailed to the violator every 45 days, until the condition is corrected or the maximum fine has been imposed.

Section 4: The Board shall hold hearings as necessary to insure the effectiveness of any Order issued by the Board.

ARTICLE X MISCELLANEOUS

Section 1: These Rules and Regulations may be altered in a manner not inconsistent with the City Code during a regular meeting by the affirmative vote of at least (4) members of the Board, provided notice of the proposed change is given to the Board at a preceding regular meeting.

Section 2: The provisions of these Rules and Regulations shall be discussed and/or adopted, or readopted by the Board annually at its regular Organizational meeting.

(Continued on P. 5)

ORDINANCE NO. 10-13

AN ORDINANCE REPEALING IN ITS ENTIRETY CITY CODE CHAPTER 2, ADMINISTRATION, ARTICLE III, BOARDS, COMMISSIONS AND SIMILAR AGENCIES, DIVISION 2, CODE ENFORCEMENT BOARD; AMENDING CHAPTER 26 OF THE CITY CODE (BUILDINGS AND BUILDING REGULATIONS) BY ESTABLISHING A NEW *ARTICLE XVI, CODE ENFORCEMENT BOARD;* ESTABLISHING MEMBERSHIP AND QUALIFICATIONS OF MEMBERS; PROVIDING FOR APPOINTMENT AND QUALIFICATIONS OF SPECIAL MAGISTRATES; PROVIDING FOR POWERS OF THE BOARD AND SPECIAL MAGISTRATES; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 162, F.S., authorizes municipalities to provide for enforcement of City Codes via a code enforcement board and/or a special magistrate; and

WHEREAS, the Chief Building Official desires to utilize several avenues to achieve code compliance, including hearings before a special magistrate; and

WHEREAS, the current provisions of the City Code of Ordinances relating to the City's Code Enforcement Board are in need of revision to clarify and broaden the City's ability to enforce its codes; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to repeal in its entirety City Code Chapter 2, Administration, Article III, Boards, Commissions and Similar Agencies, Division 2, Code Enforcement Board, and to establish a new Article XVI in Chapter 26 to be entitled, Code Enforcement Board, as more particularly set

forth hereinafter, and to provide for appointment of Special Magistrates to hear cases involving code violations.

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

SECTION 1: ***Repeal.*** That Chapter 2, Administration, Article III, Boards, Commissions and Similar Agencies, Division 2, Code Enforcement Board, is hereby repealed in its entirety.

SECTION 2: ***Amendment.*** That New Smyrna Beach Code of Ordinances, Chapter 26, is hereby amended to create a new Article XVI to be entitled *Code Enforcement*, as follows:

Chapter 26
BUILDINGS AND BUILDING REGULATIONS

. . . .

ARTICLE XVI - CODE ENFORCEMENT

Sec. 26-1600 - Purpose and duties.

(a) The code enforcement board is established to promote, protect, and improve the health, safety, and welfare of the citizens of the city by providing an authority to conduct administrative hearings concerning violations of the Land Development Regulations (LDR) and other city codes or ordinances, and impose administrative fines and other noncriminal penalties. It is intended to provide an equitable, expeditious, effective, and inexpensive method of enforcing the LDR and other city codes or ordinances for all parties.

(b) The code enforcement board shall act in accordance with the Local Government Code Enforcement Boards Act, F.S. ch. 162, as it may be amended from time to time, and shall have all of the powers and duties set forth therein. Nothing herein shall prohibit the city from retaining and utilizing one or more special magistrates as authorized pursuant to sections 26-1602 and 26-1603 of this article.

Sec. 26-1601 - Appointment and membership.

(a) The city commission shall appoint a seven-member code enforcement board. Members of the board shall be residents of the city. Appointments shall be made on the basis of experience or interest in the fields of zoning and building control. The membership of the board shall whenever possible include an architect, a business person, an engineer, a general contractor, a subcontractor, and a realtor. The city commission shall appoint qualified individuals. Present duly appointed members are grandfathered, shall serve until the end of their present terms, and are eligible for appointment pursuant to this section thereafter.

(b) Members shall serve without compensation, but may be reimbursed for travel, mileage, and per diem expenses as authorized by the city commission.

(c) Each appointment shall be for a term of three years. A member may be appointed to additional terms by the city commission. A member shall serve until the expiration of the term, or until a successor is appointed and qualified if that be later. When a vacancy occurs before the expiration of a term, the city commission shall appoint a replacement to serve the remainder of the unexpired term of office.

(d) A member may be suspended or removed for cause by the city commission as provided by ordinance.

Sec. 26-1602 - Special Magistrates; appointment; qualifications.

(a) From time to time, based on the city attorney's recommendation, the city commission may appoint one or more special magistrates to perform the functions set forth in this section. All such appointments shall be by resolution. The resolution appointing a special magistrate may fix the terms and conditions of the appointment of the special magistrate, subject to conformance of all such terms with the provisions of this section.

(b) Every special magistrate appointed by the city commission shall be an attorney who has been duly licensed to practice law in the State of Florida for a period of not less than five years and shall be a member in good standing of the Florida Bar.

(c) Each special magistrate shall be subject to removal with or without cause at any time by the city commission.

(d) No special magistrate shall be considered to be a city employee.

(e) The city commission may, by the resolution appointing the special magistrate, establish terms that include compensation to a special magistrate for his or her services, and for his or her costs such as for travel, mileage and per diem expenses, subject to compliance with record-keeping and other documentation requirements of the city, at a rate to be determined by the appointing resolution or, if the resolution is silent as to rates, by administrative order of the city.

Sec. 26-1603 - Jurisdiction; powers.

(a) Every special magistrate appointed pursuant to this section shall have jurisdiction to hear and decide cases involving alleged violations of the municipal codes and ordinances of the City of New Smyrna Beach as provided in F.S. ch. 162, as it may be amended from time to time, and shall have all of the powers and duties of special magistrates as set forth therein. Nothing herein shall prohibit the city from utilizing the code enforcement board to hear and decide such cases in lieu of a special magistrate.

(b) Every special magistrate appointed pursuant to this section shall have all powers granted to the City of New Smyrna Beach Code Enforcement Board by Chapter 162, F.S.

SECTION2: ***Codification.*** Following adoption of this ordinance, the City Attorney shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's Code of Ordinances. Municipal Code Corporation's

usual and customary fee for said codification service is hereby approved.

SECTION 3: ***Public Hearing.*** That a public hearing considering the adoption of this ordinance held March 12, 2013 in the City Commission Chambers, 210 Sams Avenue (south entrance on Julia Street), New Smyrna Beach, Florida, after notice published, is found to comply with §166.041(3)(a), F.S.

SECTION 4: ***Conflicting Ordinances.*** That any ordinances that are in conflict with this ordinance are hereby rescinded and repealed.

SECTION5: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 6: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

FRANK B. GUMMEY, III
City Attorney

DATE: 2/15/13

Ordinance No. 10-13 of the City of New Smyrna Beach, Florida, was introduced before the City Commission at its Regular Meeting February 26, 2013, and read by title only. Motion was made by Commissioner Reiker, and seconded by Commissioner Jones, the vote thereon being as follows:

MAYOR ADAM BARRINGER	Yes
VICE MAYOR J. S. GRASTY	Yes
COMMISSIONER JUDY REIKER	Yes
COMMISSIONER JASON MCGUIRK	Yes
COMMISSIONER KIRK JONES	Yes

Ordinance No. 10-13 was read by title only at the Regular Meeting held by the City Commission on March 12, 2013, Motion was made by Commissioner McGuirk, and seconded by Commissioner Reiker, that Ordinance No. 10-13 be adopted on second and final reading, the vote thereon being as follows:

MAYOR ADAM BARRINGER	Yes
VICE MAYOR J. S. GRASTY	Yes
COMMISSIONER JUDY REIKER	Yes
COMMISSIONER JASON MCGUIRK	Yes
COMMISSIONER KIRK JONES	Yes

The City Clerk noted the passage of Ordinance No. 10-13 in the minutes of this meeting by its title only and recorded the same in full in the Ordinance Records of the City.

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

(OFFICIAL SEAL)

As Mayor of the City of New Smyrna Beach, Florida

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

ORDINANCE NO. 10-13

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

LEGISLATIVE UPDATES AS OF FEBRUARY 17TH.

February 24, 2026

Background:
The Florida legislative session has reached its scheduled midpoint.

Findings:
Please see the attached pdf for more details.

Fiscal Analysis:
N/A.

Strategic Plan Item:
No

Staff Report Created By: Carrie Avallone - City Attorney

Attachments:

2026 Update 3 (17 Feb).pdf

Legislative Updates:

SB 840: Land Use Regulations for Local Governments Affected by Natural Disasters/SB 180 "Glitch Bill" – SB 840 was heard January 20, in the Senate Judiciary Committee, the second of three committee stops in the Senate. There is no identical House bill at this time. The bill narrows the definition of "impacted local government" from counties within 100 miles of a hurricane's track to those within 50 miles, and limits applicability to counties included in a federal major disaster declaration and municipalities within those counties. The bill also clarifies that this section may not be construed to restrict a local government from adopting or enforcing changes to the Florida Building Code or local technical amendments. The bill shortens the prohibition period, moving the end date for the moratorium and "more restrictive or burdensome" land-use and procedural restrictions from October 1, 2027, to June 30, 2026.

UPDATE: HB 1465 - HB 1465 imposes new application-processing requirements not included in SB 840. The bill requires that applications for site plans, development permits, development orders, or comprehensive plan amendments that are pending as of March 31, 2026, be processed and considered under the regulations in effect at the time the application was filed, notwithstanding the adoption of more restrictive or burdensome local regulations while the application remains pending. This requirement applies during the post-storm restriction period and limits the effect of subsequently adopted local land-use or procedural changes on pending applications. Unlike SB 840, HB 1465 retains and expands the private enforcement framework in section 28 of SB 180. The bill authorizes residents, business owners, or property owners to bring civil actions for declaratory and injunctive relief for violations of the section, provides for preliminary injunctive relief during litigation, and preserves one-sided attorney fee provisions, subject to a notice-and-cure process that allows a local government to withdraw or repeal a challenged action within specified timeframes to avoid liability.

UPDATE 2: SB 840 Heard February 17th for final stop in the Senate. **HB 1465** has not been heard yet in the House.

SB 968 & HB 1049: Building Permit Requirements – HB 1049 was heard January 20, in the House Intergovernmental Affairs Subcommittee. This is the first of three committee stops in the House. The bills prohibit a local government from requiring a permit or approval for the installation or repair of a backup power system installed in a single-or two-family dwelling or townhouse by a licensed contractor or by a public utility. In addition, the bills prohibit a local government from requiring a building permit for any work valued at less than $7,500 on the lot of a single-family dwelling. A local government may require a building permit for electrical, plumbing, or structural work (but not repair or replacement of

exterior doors or windows) performed on a lot of a single-family dwelling, regardless of the value of the work.

UPDATE: HB 1049 was amended to state that any residential manufactured building that is certified under chapter 553 by the Department of Business and Professional Regulation may not be denied a building permit for placement on a mobile home lot, a recreational vehicle park, or mobile home subdivision.

HB 105 & SB 588: Local Government Enforcement Actions – HB 105 will be heard on Wednesday, January 21, at 9:15 a.m. in the House Civil Justice & Claims Subcommittee. This is the first of three committee stops in the House. SB 588 has three committee references and has not yet been heard in a committee. The bill applies to municipalities, counties, and special districts. The bills establish a uniform method for regulatory enforcement and create an investigative process and certain legal remedies for persons subject to local government enforcement action. The bills specify that an enforcement action is arbitrary or unreasonable if it: 1) is not supported by applicable law, rule, or adopted policy; 2) deviates from a prior determination or interpretation without written justification; 3) unreasonably delays or obstructs lawful development, permitting, or other business activity; or 4) imposes requirements or conditions not authorized by general law, ordinance, or regulation.

UPDATE: CS/HB 105 was amended to exclude from the bill the following actions: proprietary activities, actions by law enforcement, workers compensation, employment or personnel actions, procurement, franchises, the adoption or amendment of budgets, including revenue sources necessary to fund the budget, emergency actions, the issuance or refinancing of debt, actions or decisions that apply equally to all similarly situated persons, and reasonable interpretations made by the government of existing rules, ordinances, resolutions, statutes, or regulations. In addition, CS/HB 105 was amended to include actions by building officials and fire marshals.

SB 1138 & HB 927: Qualified Contractors – SB 1138 was heard January 20, in the Senate Community Affairs Committee. This is the first of three committee stops in the Senate. HB 927 has not yet been heard in a committee and has three committee references. The bills shift a significant portion of local land-use, plat, and development application review work to private reviewers and constrain cities' traditional zoning and procedural control over development approvals. These provisions collectively reduce local land-use discretion, increase administrative burden, and create new litigation and financial exposure risks tied to routine development approvals.

UPDATE: SB 1138 has passed two of three stops in the Senate. **HB 927** has passed its first of three stops in the House.

HB 103 & SB 122: Local Business Taxes – HB 103 passed out of the House Intergovernmental Affairs Subcommittee on January 20. The next and final committee stop for HB 103 is the House State Affairs Committee. SB 122 has passed its first committee of reference and has two more committee stops in the Senate. The bills propose to repeal chapter 205, Florida Statutes, and eliminate the ability for local governments to levy local business tax. One exception is included in the bill for local governments that collect a local business tax through the use of gross sales receipts.

UPDATE: HB 103 has passed all three committees. **SB 122** has passed the first of three committees.

HB 203: Phased Out Elimination of Non-school Property Tax for Homesteads - passed its second committee of reference last week. HB 203 has one more committee stop, the House Ways & Means Committee. The bill is a proposed constitutional amendment that would establish a new, additional $100,000 homestead property tax exemption for non-school property tax levies (cities, counties, special districts) each year starting January 1, 2028 for the next 9 years. In 2037, any homestead properties with taxable valuation remaining will be considered fully exempt from non-school ad valorem property taxes. This bill also includes a new prohibition for counties and municipalities from lowering their total budgeted law enforcement and first responders funding below the higher level from either the 2025-26 or 2026-27 fiscal year.

UPDATE: CS/CS/HJR 203 was amended to revise the additional non-school homestead exemption so that it applies to the portion of a homestead's assessed value greater than $25,000 and up to $150,000, replacing the prior $50,000 to $75,000 value range. This change broadens the eligibility for the new homestead exemption being proposed. CS/CS/HJR 203 also modifies the implementation schedule by delaying the $100,000 annual increases to begin January 1, 2028. The bill was further amended to include a prohibition on reducing law enforcement, firefighter, and other first-responder budgets, aiming to protect these services from potential budget cuts due to the loss of ad valorem revenues.

Property Tax Update 2: The "tax bills" have not moved this week, as both the House and Senate have been working on presenting their respective budgets. Three House property tax bills are ready for House Floor consideration. They are HB 203, HB 209, and HB 213. The Senate has not released a property tax plan.

HB 145 Suits Against the Government/Sovereign Immunity – HB 145 has passed all committees of reference. The Senate has filed a sovereign immunity bill, **SB 1366**. It is not identical to HB 145. HB 145 would dramatically raise tort limits (up to $200,000 per person and $300,000 per incident) and loosen key procedural safeguards. For causes of action that accrue on or after October 1, 2026, the liability caps would increase to $500,000 per person and $1 million per incident, and for claims accruing on or after October 1, 2031, the limits would further rise to $600,000 per person and $1.2 million per incident. **SB 1366** increases tort liability caps for claims accruing on or after October 1, 2026, to $300,000 per person and $450,000 per incident, while preserving the existing requirement that any payment above those caps must be approved by the Legislature through a claims bill unless fully paid within available insurance limits.

UPDATE: The bill directs the Department of Financial Services to adjust the caps for inflation every five years using a CPI-based formula, but no single five-year adjustment may exceed 3%. It also expressly authorizes the Legislature, in a claims bill, to award attorney fees on amounts above the caps at a rate below 25% and to reduce cost payments to maximize net proceeds to the claimant.

UPDATE 2: HB 145 passed the full House and has been sent to the Senate. **SB 1366** passed the second of three stops, but is not currently on agenda for its final hearing in the Senate.

SB 354: "Blue Ribbon Projects" creates a new statewide approval process for very large development projects, referred to as "blue ribbon projects." To qualify, a project must include at least 10,000 contiguous acres under one ownership, with at least 60% permanently preserved for conservation, agriculture, wildlife corridors, or open space. The remaining up to 40% may be developed with mixed uses, including residential, commercial, and employment centers. Residential density may be up to 12 units per acre, and at least 20% of all housing must be affordable, missing-middle, or reserved for Hometown Hero workers. The bills substantially limit local government authority over land use. A blue ribbon project may be built regardless of existing future land uses or zoning, and no comprehensive plan amendment or rezoning may be required. If a proposal meets the statutory checklist, the local government must administratively approve it. Local review is strictly limited to verifying compliance with the bill's criteria. There is no policy discretion, no public hearing requirement, and no ability for a city or county to deny a compliant project. Failure to act within the deadlines results in automatic approval. Developers may also use private providers for plan review and building inspections. Once approved, the project's development plan must be recorded in the public records and run with the land. The bills create an administrative appeal process

through the Department of Commerce. Developers may appeal a local denial, and affected residents or entities may challenge an approval through a chapter 120 hearing, though only on limited grounds. The Department must determine whether the project meets the statutory requirements and issue a final order. Overall, the bills shift major land-use authority from local governments to the state, require automatic approval of qualifying mega-projects, and significantly restrict local planning, public input, and growth-management discretion.

UPDATE: CS/SB 354 was amended to strengthen conservation protections for Blue Ribbon Projects. The amendment requires a Blue Ribbon Plan to include an easement in favor of the Department of Agriculture and Consumer Services over portions of the reserve area, limited to uses consistent with the public purposes set forth in s. 570.71(1), Florida Statutes. It also requires Blue Ribbon Projects to include a covenant providing that any easements granted to the state or local governments must be conveyed without charge. Collectively, these changes are intended to ensure that the required 60% conservation area of a Blue Ribbon Project is permanently preserved for conservation, agriculture, wildlife corridors, or open space.

UPDATE 2: The bill has passed its first two committees and has one stop remaining before it could be heard by the full legislature.

Newly Added Bills to the City's List:

SB 558 & HB 239: Standards for Storm Water Systems – SB 558 passed its first committee of reference, the Senate Environment and Natural Resources Committee, and has two more committee stops in the Senate. HB 239 has three committee references and has not yet received a committee hearing. The bills require all stormwater systems, when installing new storm pipe and storm structures, to adhere to the state Department of Transportation's annual Standard Specifications for Road and Bridge Construction, specifically the sections on "Pipe Culverts" and "Pipe Liner." The bills also mandate that final inspections must be performed by a NASSCO Pipeline Assessment Certification Program (PACP) certified technician employed by a third-party licensed engineering firm that does not have a controlling interest in the company that installed the system. The bills specify that these standards supersede all existing and local standards in municipalities and counties.

SB 526 & HB 405: Commercial Construction Projects – SB 526 was heard February 2 in the Senate Governmental Oversight and Accountability Committee. This is the second of three committee stops in the Senate. HB 405 has passed all committees of reference and

is now eligible for consideration by the full House. The bills address public construction projects, commercial construction projects, and the use of private providers for commercial construction projects. For public construction projects, the bills provide that a provision in a public construction project that waives, extinguishes, or releases the rights of a contractor to recover costs or damages, or to obtain an extension for delays in performance, is void and unenforceable if the delay is caused in whole or in part by the local government or its agents. For commercial construction projects, the bills direct the Florida Building Commission to create a "uniform commercial building permit application" by December 31, 2027. The bills specify minimum requirements for the contents of such an application. The uniform application must be accepted for use statewide, and it may not be modified.

HB 1303 & SB 1572: Department of Financial Services – HB 1303 has three committee references and has not yet received a committee hearing. SB 1572 also has three committee references and has not received a committee hearing. The bills seek to formally establish the Florida Agency for Fiscal Oversight to audit local governments, impose fines for financial noncompliance, enhance whistle-blower protections, and expand contract transparency requirements. The identified goal is to identify unnecessary spending and conduct audits of local governments that propose new or increased taxes. The power to issue penalties such as administrative fines and withhold certain state funds from local governments that fail to provide requested fiscal information is authorized. A new requirement for annual financial ethics training for agency employees, elected officials, and volunteers is included. Whistle-blower protections are extended to those employees of local governments who report information to the new oversight agency. Additionally, there is a prohibition on agencies and vendors from entering into contracts that bar participation with or require nondisclosure arrangements for the oversight agency. Local governments are mandated to submit yearly Local Government Efficiency Reports to the Department of Financial Services. Counties are required to track and post contract information within the State secure contract tracking system or an approved alternative.

UPDATE: Neither bill has been heard in committee.

SB 1566 & HB 1329: Local Government Spending – SB 1566 has three committee references and has not yet received a committee hearing. HB 1329 also has three committee references and has not received a committee hearing. The bills propose to expand local government budget posting requirements, increase budget transparency, require budget-cutting exercises, and prohibit publicly funded diversity, equity, and inclusion initiatives. The minimum posting period for tentative county and municipal budgets is increased from two to 14 days and requires that final budgets remain posted

online for five years instead of two years. The posted budgets are required to feature enhanced data accessibility, including searchable formats, downloadable financial data and graphs, and detailed employee salary and travel expense listings. A budget-cutting exercise is mandated by county and municipal budget officers whereby they go through a process of identifying 10% in specific reductions to tentative budgets, to be performed at least 14 days before final adoption. The notice period for public hearings on county budget amendments is increased from two to seven days, and there is a requirement that adopted amendments be posted online at least seven days before adoption and remain online for five years. A new prohibition is created preventing local governments from expending public funds or contracting for any diversity, equity, and inclusion programs, with enforcement and potential fines administered by the Chief Financial Officer.

UPDATE: CS/SB 1566 has been amended to add a provision that would require each municipal utility, including water, wastewater, stormwater, electric, and gas utilities, to reinvest utility service revenues back into the utility, thus prohibiting the transfer of utility funds to the general fund. The bill also requires that the utility must develop a budget forecast and strategies for maintenance and optimal service every five years. **Both bills** have past the first of three stops in their respective chambers, but neither is on an agenda for hearing this week.

LEGAL DESCRIPTION:

(AS CREATED BY MARK DOWST & ASSOCIATES, INC.)

THAT PORTION OF CITRON STREET LYING WEST OF BLOCKS 35 AND 36, ANDREW'S ADDITION TO NEW SMYRNA, AS RECORDED IN MAP BOOK 2, PAGE 68, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44 AND THE WEST LINE OF BLOCK 36, ANDREW'S ADDITION TO NEW SMYRNA, AS RECORDED IN MAP BOOK 2, PAGE 68, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S63°08'42"W ALONG THE NORTH RIGHT-OF-WAY OF SAID STATE ROAD NO. 44, A DISTANCE OF 40.16 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF CITRON STREET, HAVING A 40.00 FOOT RIGHT-OF-WAY; THENCE N21°41'22"W ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 270.20 FEET TO A POINT ON THE PROPERTY LINE PER DEED FROM HENRY T. DOUGLAS & CHARLES U. WILLIAMS, TRUSTEES TO THE FLORIDA EAST COAST RAILROAD, DATED JUNE 4, 1902; THENCE N66°35'42"E ALONG SAID PROPERTY LINE, A DISTANCE OF 40.02 FEET TO A POINT ON THE WEST LINE OF BLOCK 35, SAID ANDREW'S ADDITION TO NEW SMYRNA; THENCE S21°41'22"E ALONG THE WEST LINE OF BLOCK 35 AND THE WEST LINE OF AFORESAID BLOCK 36, A DISTANCE OF 267.78 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.25 ACRES, MORE OR LESS.

SURVEY NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, THIS IS A SKETCH OF DESCRIPTION ONLY. IMPROVEMENTS SHOWN HEREON WERE OBTAINED FROM A SURVEY PREPARED BY THIS FIRM, PROJECT NO. 1540, DATED 03/13/24, AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.
2. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE WEST LINE OF BLOCK 36, ANDREW'S ADDITION TO NEW SMYRNA, AS BEING S21°41'22"E.
3. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

LEGEND AND ABBREVIATIONS:

(#)	PLAT DIMENSION
CLF	CHAIN-LINK FENCE
LB	LICENSED BUSINESS
M.B.	MAP BOOK
NO.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK
PG(S).	PAGE/PAGES
PLS	PROFESSIONAL LAND SURVEYOR
R/W	RIGHT OF WAY
T/B	APPROXIMATE TOP OF BANK
T/S	APPROXIMATE TOE OF SLOPE
(TYP)	TYPICAL
VF	VINYL FENCE

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J17.050-.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Jeffrey W. Cory

Digitally signed by Jeffrey W. Cory
Date: 2025.10.03 12:12:03 -04'00'

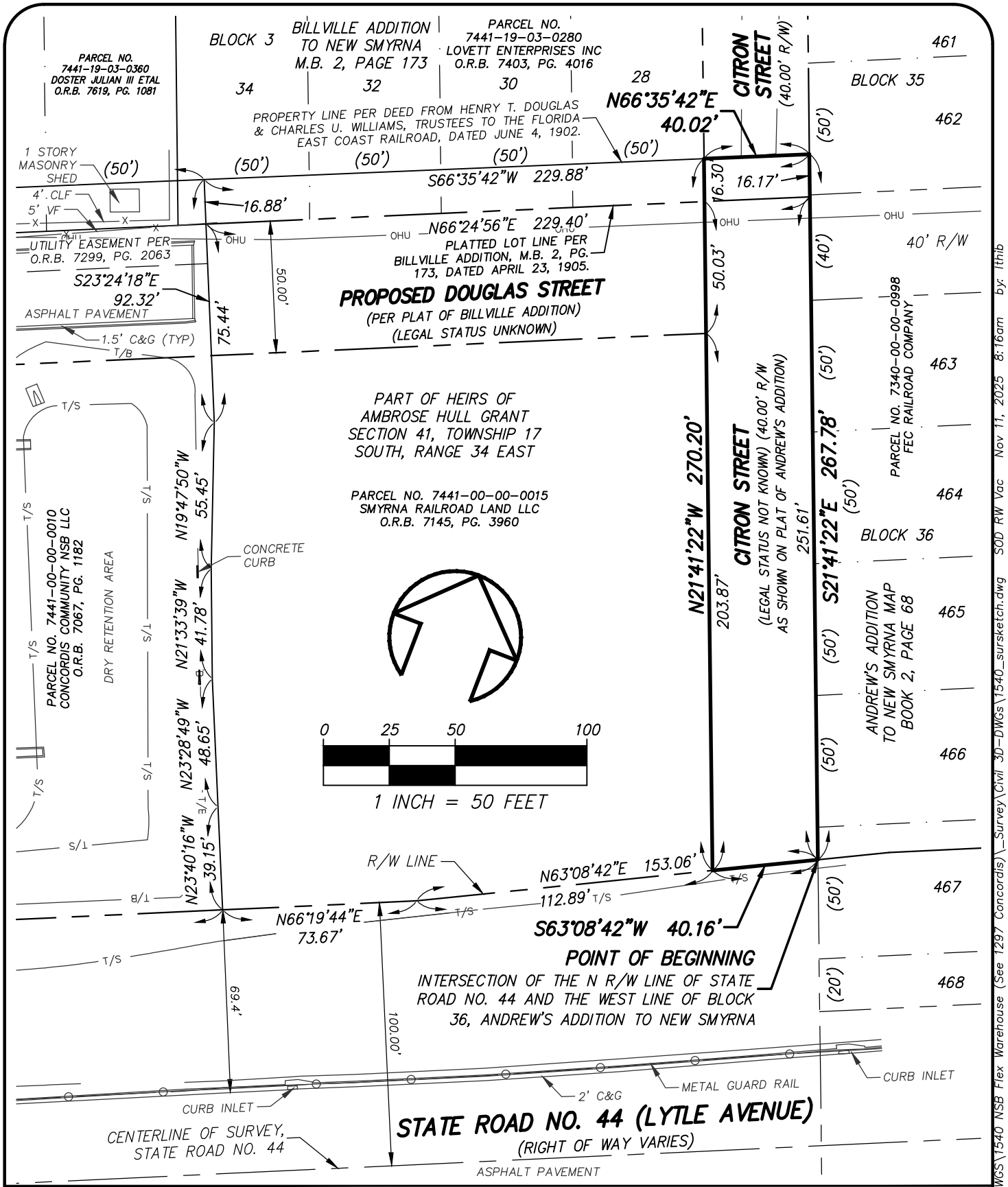
LEE H. DOWST. P.L.S. NO. 6860

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH: 386-258-7999

SKETCH AND DESCRIPTION (CITRON STREET R/W VACATION)			DRAW DATE: 11/11/25	SCALE: 1" = N/A	PROJECT # 1540
F.B./PG.: N/A	FIELD DATE: N/A	CREW: N/A	DRAWN BY: LAT	CHECKED BY: LHD	SHEET 1 OF 2

Drawing name: V:\DWGS\1540 NSB Flex Warehouse (See 1297 Concords)_Survey\Civil 3D-DWGs\1540_sursketch.dwg SOD RW Vac Nov 11, 2025 10:20am by: ithib



MARK DOWST & ASSOCIATES, INC.
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536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH: 386-258-7999

SKETCH AND DESCRIPTION (CITRON STREET R/W VACATION)			DRAW DATE: 11/11/25	SCALE: 1" = 50'	PROJECT # 1540
F.B./PG.: N/A	FIELD DATE: N/A	CREW: N/A	DRAWN BY: LAT	CHECKED BY: LHD	SHEET 2 OF 2

Drawing name: V:\DWGS\1540 NSB Flex Warehouse (See 1297 Concordis)_Survey\Civil 3D-DWGs\1540_surskeetch.dwg SOD RW Vac Nov 11, 2025 8:16am by: lthib