City Commission Regular Meeting
Tuesday, October 27, 2026 at 5:30 PM

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

1. OPENING OF MEETING

Call to Order

2. INVOCATION/PLEDGE OF ALLEGIANCE

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

3. APPROVAL OF THE AGENDA

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Presentation of the 2025 Donnadine Miller Memorial Historic Preservation Award.

4.B Recognition of the New Smyrna Beach Citizens Academy Class of 2026

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 minutes for the City Commission Regular Meeting held on Tuesday, October 13, 2026.

7.B Resolution No. 38-26: Consider the adoption of Resolution No. 38-26, which, if adopted, would approve a Florida Division of Emergency Management Hazard Mitigation Grant Program - Elevate 8 Homes Hurricane Ian.

7.C Consider the approval of the Pegasus Engineering Contract regarding Grant Services for the HMGP Project for six (6) homes.

7.D Consider the approval of a first renewal amendment to the Professional Services Agreement for referee management services between the City of New Smyrna Beach and American Sports Officials Inc.

7.E Consider the approval of a Contract Modification #2 for HMGP 4337-373-R.

7.F Consider the approval of an application for a License Agreement to allow for a Volusia County Mosquito Control ground sign to be placed in the city right-of-way in front of 801 South Street.

7.G Special Event: Consider the approval of the 2026 Anglers Yacht Club Holiday Boat Parade, to be held on Saturday December 12, 2026.

7.H Special Event: Consider the approval of the IMAGES, A Festival of the Arts to be held on January 22, 23 and 24, 2027.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Consider the approval of the 2027 Community Redevelopment Agency (CRA) and City Commission Meeting dates.

9. QUASI-JUDICIAL HEARINGS

9.A SP-08-26: Consider the review and approval of a Class III Site Plan for Shops of NSB, a New Shopping Center at the Southeast Corner of South Myrtle

Avenue and State Road 44.

10. PUBLIC HEARINGS

10.A Ordinance No. 55-26: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, would approve a Small-Scale Comprehensive Plan Amendment, on city owned land, changing the Future Land Use from Medium Density Residential to Conservation on property located on Paige Avenue.

10.B Ordinance No. 59-26: Conduct a Second Reading and Public Hearing of an ordinance, which, if adopted, would rezone approximately 6.996 + acres of City owned land from R-2, Single-Family Residential to Conservation on property located on Paige Avenue.

10.C Ordinance No. 56-26: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, would annex approximately 6.63 + acres of land located at 670 Williams Road.

10.D Ordinance No. 57-26: 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 category to City Rural on approximately 6.63 + acres of land located at 670 Williams Road as part of an overall annexation application.

10.E Ordinance No. 58-26: Conduct a Second Reading and Public Hearing of an ordinance, which, if adopted, would rezone approximately 6.63 + acres of land to A-2, Agriculture on property located at 670 Williams Road as part of an overall annexation application.

10.F Ordinance No. 60-26: Conduct a Second Reading and Public Hearing of an ordinance, which, if adopted, would annex approximately 1.94 + acres of vacant land located at the corner of Alberta Street and Louella Street.

10.G Ordinance No. 61-26: 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 Rural on approximately 1.94 + acres of land located at the corner of Alberta Street and Louella Street as part of an overall annexation application.

10.H Ordinance No. 62-26: Conduct a Second Reading and Public Hearing of an ordinance, which, if adopted, would rezone approximately 1.94 + acres of land to City A-3, Transitional Agriculture for property located at the corner of Alberta Street and Louella Street as part of an overall annexation application.

11. ORDINANCES FIRST READINGS

11.A Ordinance No. 63-26: Conduct a First Reading on an Ordinance, which, if adopted, at a Second Reading and Public Hearing, would annex approximately 0.77 acres of City owned land located at 101 Linda Road.

11.B Ordinance No. 64-26: Conduct a First Reading of an Ordinance, which, if adopted, at a Second Reading and Public Hearing would approve a Small-Scale Comprehensive Plan amendment changing the Future Land Use category to Conservation on approximately 0.77 + acres of City owned land located at 101 Linda Road as part of an overall annexation application.

11.C Ordinance No. 65-26: Conduct a First Reading of an Ordinance, which, if adopted, at a Second Reading and Public Hearing, would rezone approximately 0.77 + acres of City owned land to Conservation for a parcel located at 101 Linda Road as part of an overall annexation application.

12. BOARDS AND COMMISSIONS

12.A Board Vacancy Notice: The Building Trades Examining Board has four (4) vacancies. There are three (3) vacancies due to reappointment. Member Heidi Hales-Walker currently serves as Vice-Chair and has submitted an application for reappointment consideration. There is one (1) vacancy due to resignation.

13. MAYOR AND COMMISSIONER COMMENTS

14. CITY CLERK'S REPORT

14.A 2026 City Commission Meeting Dates and Election Information

15. CITY ATTORNEY'S REPORT

16. ADJOURNMENT

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

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

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

PRESENTATION OF THE 2025 DONNADINE MILLER MEMORIAL HISTORIC PRESERVATION AWARD.

October 27, 2026

Background:

The City's Historic Preservation Award Program was established in 2002 to celebrate the places that tell the story of New Smyrna Beach. In 2009, the program was renamed in honor of Donnadine Miller, a passionate advocate for local history whose dedication left a lasting mark on the community. As Chair of the Historic New Smyrna Beach Preservation Commission, an amateur archaeologist, and an active participant in countless preservation initiatives, Ms. Miller championed the protection and appreciation of the city's unique heritage.

Each year, the program recognizes one residential (single-family) property and one non-residential property that exemplify outstanding stewardship of New Smyrna Beach's historic character. These awards honor property owners whose commitment preserves the architectural and cultural legacy of the community, inspires civic pride, and fosters a deeper appreciation for the buildings that connect us to our past. Properties that are 50 years of age or older are eligible for consideration.

Findings:

At its regular meeting on December 10, 2025, the Historic New Smyrna Beach Preservation Commission selected the residence at 622 Faulkner Street, owned by Debra Exum, as the recipient of the 2025 Donnadine Miller Memorial Historic Preservation Award.

This distinguished recognition celebrates exemplary stewardship of New Smyrna Beach's historic character and honors the care and dedication invested in preserving a place that contributes to the community's rich architectural and cultural legacy. While award recipients are encouraged to pursue local landmark designation, the award itself does not impose any restrictions on the property.

Fiscal Analysis:

The plaque for each award costs approximately $250 and is a budgeted item.

Strategic Plan Item:

No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

List of previous nominees-winners thru 2024.pdf
2025 Residential Award Application 622 Faulkner Street.pdf

INTEROFFICE MEMORANDUM
CITY OF NEW SMYRNA BEACH

To: Historic New Smyrna Beach Preservation Commission Members

From: Robert Mathen, Historic Preservation Officer

Subject: Previous Historic Preservation Award Nominees and Winners

Date: December 10, 2025

The Historic Preservation Award winner for **2002** was **508 North Riverside Drive**. The nominees for that year were:

508 North Riverside Drive
421 Canal Street
532 North Riverside Drive - Little River Inn
204 Flagler Avenue - Sweet Pea coffee shop

The Historic Preservation Award winner for **2003** was **213 Washington Street**. The nominees for that year were:

120 Sams Avenue
213 Washington Street
1000 South Riverside Drive
321 Washington Street - Long Board Inn
103 Flagler Avenue - Riverview Hotel

The Historic Preservation Award winner for **2004** was **426 South Riverside Drive**. The nominees for that year were:

120 Sams Avenue
301 South Orange Street
601 Faulkner Street
821 Live Oak Street
426 South Riverside Drive
101-109 N Orange Street

The Historic Preservation Award winner for **2005** was **601 Faulkner Street**. The nominees for that year were:

215 Murray Avenue
310 Washington Street
316 Flagler Avenue
600 South Riverside
601 Faulkner Street
115 Canal Street –

The Historic Preservation Award winner for **2006** was **701 Magnolia Street** for Residential and **314 North Duss Street** for Non-Residential. The nominees for that year were:

701 Magnolia Street
608 South Riverside Drive
314 North Duss Street - Black heritage Museum

The Historic Preservation Award winner for **2007** was **608 Magnolia Street** for Residential and **1650 Live Oak Street** for Non-Residential. The nominees for that year were:

315 Due East Street
608 Magnolia Street
1109 Magnolia Street
1110 Magnolia Street
1200 North Peninsula Avenue
Coronado Shuffleboard Courts
310-312 Julia Street
1650 Live Oak Street – St Pauls
310 Washington Street – Soundwave
500 South Riverside Drive

The Historic Preservation Award winner for **2008** was **1705 South Atlantic Avenue** for Residential and **412 Canal Street** for Non-Residential. The nominees for that year were:

1705 South Atlantic Avenue
412 Canal Street – Little Drugs

The Historic Preservation Award winner for **2009** was **1201 Magnolia Street** for Residential and **729 North Dixie Freeway** for Non-Residential. The nominees for that year were:

1201 Magnolia Street
411 Magnolia Street
516 Magnolia Street
610 Magnolia Street
729 North Dixie Freeway – Dairy Queen
145 Canal Street
616 South Riverside Street

The Historic Preservation Award winner for **2010** was **821 Live Oak Street** for Residential and **403 Magnolia Street** for Non-Residential. The nominees for that year were:

821 Live Oak Street
301 South Orange Street
614 Faulkner Street
Coronado Shuffle Board Courts
313 Julia Street
403 Magnolia Street – Women's Club

The Historic Preservation Award winner for **2011** was **405 Canal Street** for Non-Residential. The nominees for that year were:

405 Canal Street
223 Canal Street

The Historic Preservation Award winner for **2012** was **614 Faulkner Street** for Residential and **512 South Riverside Drive** for Non-Residential. The nominees for that year were:

512 North Riverside Drive
516 Magnolia Street
610 Magnolia Street
614 Faulkner Street
334 Canal Street
512 South Riverside Drive
115 Canal Street
223 Canal Street
223 Flagler Ave

The Historic Preservation Award winner for **2013** was **508 Ball Street** for Residential and **115 Canal Street** for Non-Residential. The nominees for that year were:

508 Ball Street
300 South Myrtle Avenue
512 North Peninsula Avenue
115 Canal Street
308 North Orange Street
315 Live Oak Street
504 Magnolia Street

The Historic Preservation Award winner for **2014** was **616 Magnolia Street** for Residential and **149 Canal Street** for Non-Residential. The nominees for that year were:

149 Canal Street
616 Magnolia Street
501 Faulkner Street
Flagler Avenue Shuffleboard

The Historic Preservation Award winner for **2015** was **306 North Riverside Drive** for Residential and **103 Flagler Avenue** for Non-Residential. The nominees for that year were:

103 Flagler Avenue
108 Esther Street
306 North Riverside Drive
512 North Riverside Drive
204 Flagler Avenue
112 Esther Street
317 Magnolia Street

The Historic Preservation Award winner for **2016** was **317 Magnolia Street** for Residential and **300 North Riverside Drive** for Non-Residential. The nominees for that year were:

212 Murray Street
213 Washington Street
317 Magnolia Street
916 South Riverside Drive
300 N Riverside Drive
313 Julia Street
405 Canal Street
519 Washington Street

The Historic Preservation Award winner for **2017** was **426 South Riverside Drive** for Residential and **103 Faulkner Street** for Non-Residential. The nominees for that year were:

426 South Riverside Drive	103 Faulkner Street Old Fire Station)
532 Ball Street	314 Flagler Avenue (Paradise Properties)
630 North Riverside Drive	916 S Riverside Drive (Black Dolphin Inn)

The Historic Preservation Award winner for **2018** was **411 Magnolia Street** for Residential and **208 Magnolia Street** for Non-Residential. The nominees for that year were:

206 Florida Ave	114 Live Oak St (La Abilies Tea Room))
212 Murray St	519 Washington St (St. Paul M E Church)
411 Magnolia St	916 S Riverside Dr (Black Dolphin Inn)
315 Live Oak St (Anders & Anders)	408 S Riverside Dr (Apartment Building)
208 Magnolia St (Old Gas Station)	1201 S Riverside Dr (Smyrna Yacht Club)

The Historic Preservation Award winner for **2019** was **206 Florida Avenue** for Residential and **916 South Riverside Drive** for Non-Residential. The nominees for that year were:

206 Florida Ave	315 Live oak Street (Anders & Anders)
108 Esther Street	916 S Riverside Dr (Black Dolphin Inn)
532 Ball Street	1201 South Riverside Drive (Smyrna Yacht
219 N Orange Street	Club)

The Historic Preservation Award winner for **2020** was **620 South Riverside Drive** for Residential and **1201 South Riverside Drive** for Non-Residential. The nominees for that year were:

408 N Riverside Dr	315 Live oak Street (Anders & Anders)
620 S Riverside Drive	1201 S Riverside Drive (Smyrna Yacht Club)

The Historic Preservation Award winner for **2021** was **210 Palmetto Street** for Residential and **214 Sams Avenue** for Non-Residential. The nominees for that year were:

408 North Peninsula Avenue	118 Faulkner Street
210 Palmetto Street	1000 South Riverside Drive
1115 Palmetto Street	214 Sams Avenue

The Historic Preservation Award winner for **2022** was **216 Florida Avenue** for Residential. No non-residential applications were submitted. The nominees for that year were:

118 Faulkner Street	216 Florida Avenue
1000 South Riverside Drive	

The Historic Preservation Award winner for **2023** was **809 E 24th Avenue** Residential and **423 Flagler Avenue** for Non-Residential. The nominees for that year were:

809 E 24th Avenue	423 Flagler Avenue

The Historic Preservation Award winner for **2024** was **402 Faulkner Street** Residential and **101 Canal Street** for Non-Residential. The nominees for that year were:

402 Faulkner Street	101 Canal Street

The Historic Preservation Award winner for **2025** was _____ Residential and _____ for Non-Residential. The nominees for that year were:

dotloop signature verification: dtlp.us/Uk8c-kXeJ-lRcG

Donnadine Miller Memorial Historic Preservation Award Nomination Form

☑ Residential (Single Family) ☐ Non-Residential

Building Address: 622 Faulkner Street, NSB, FL 32168

Year Built: 1920

Architectural Style (e.g. Vernacular/Spanish Eclectic/Craftsman):

Antebellum / Georgian / Plantation

***Please include a photograph of the front of the building.**

Description of the history of the building or site and why it is significant (attach additional sheets, if necessary):

Please see the attached history of 622 Faulkner Street.

dotloop signature verification: dtlp.us/Uk8c-kXeJ-lRcG

Property Owner: Debra and Tom Exum

Address: 622 Faulkner Street

Telephone: 407-341-3737

Nominator: Angeline Barretta-Herman

Address: 108 Esther Street

City/State/Zip: New Smyrna Beach, FL 32168

Telephone: 651-210-7187

E-mail Address: a9barrettahe@stthomas.edu

dotloop signature verification: dtlp.us/Uk8c-kXeJ-lRcG

Release Authority

The undersigned gives to the City of New Smyrna Beach the absolute and unqualified right to use in whole or in part, in whatever manner the City may desire, all submitted material.

Release authorized by:

Debra Exum

dotloop verified
06/10/25 10:27 AM EDT
RXS8-KHQQ-5VDB-VPJD

SIGNATURE OF OWNER

DEBRA EXUM

PRINT OR TYPE NAME

dotloop signature verification: dtlp.us/Uk8c-kXeJ-lRcG

Evaluation Criteria

Building Address:

_____

(This section to be filled out by the Historic Preservation Commission)

Historic Significance **30** _____

- Promotes and reflects the historic nature of New Smyrna Beach.
- Reflects the original architecture.
- Use of appropriate materials/colors.

Community Significance **20** _____

- Maintains and/or enhances aesthetics of the city, thus helping create civic pride and the prosperity and welfare of the City.
- Promotes sustainability and "green" design while preserving the historic character of the resource.

Charm **10** _____

- Aesthetic Value
- Use of native landscape material

The History of 622 Faulkner Street

Nestled in the heart of New Smyrna Beach, the historic home at 622 Faulkner Street boasts a legacy shaped by resilience, Southern charm, and civic leadership. Its story is deeply intertwined with the Gillespie family and the area's architectural and cultural heritage.

Origins and Architecture

Construction of the house began around 1920, nearly a decade before the onset of the Great Depression. Due to financial hardship, the original owner was forced to abandon the project, leaving behind an uninhabitable shell that sat vacant for nearly ten years.

In the early 1930s, James U. Gillespie and his wife, Hazel, purchased the structure and completed the home in their beloved Antebellum architectural style—an uncommon choice in New Smyrna Beach, where Spanish Colonial architecture was more typical. Inspired by Hazel's Southern heritage and a desire to evoke the grace and hospitality of the Old South, the Gillespie's believed that the stately symmetry, wide porches, and classical columns of Antebellum design offered not just timeless beauty, but a reflection of their values: tradition, dignity, and permanence. In doing so, they created a unique landmark that stood out amid the city's architectural landscape. Their vision brought life and Southern elegance to the abandoned frame, turning it into a distinctive residence that still stands apart today.

The Gillespie Legacy

James U. Gillespie hailed from Punxsutawney, Pennsylvania, famously known for its Groundhog Day celebration. His father, William Sr., was blinded at birth due to a botched medical procedure but overcame the challenge with a photographic memory and a brilliant legal mind. Inspired by his father, James pursued law and moved to New Smyrna Beach in the early 1920s to work under his influential cousin, Director of the Drainage Districts.

He initially stayed at the Alba Court Inn Hotel (now Alba Court Assisted Living), where he met Hazel Moore, a schoolteacher from Washington, Georgia. Their union was a blend of Northern tenacity and Southern grace, a combination that would later influence the home they built together on Faulkner Street.

After marrying in the mid-1920s, James and Hazel lived in nearby Edgewater. Like many during the Depression, James often walked miles to his law office at the Bank of New Smyrna Beach on Canal Street (now the New Smyrna Utilities Commission building). They welcomed their son, William "Bill" M. Gillespie, in 1928, followed by their daughter, Jane. As their family grew, they purchased and transformed the Faulkner Street home into a stately residence. Tragically, Jane passed away at 27 from complications related to diabetes.

Following in his father's footsteps, Bill became an attorney and served in the Florida House of Representatives from 1967 to 1972. In 1959, he met Sally Igo, a young woman from New Florence, Pennsylvania, who had studied theatre at the American Academy of Dramatic Arts in New York City. Sally had planned to return to New York after a year of teaching in New Smyrna Beach, but upon meeting Bill—whose quick wit and charm captivated her—those plans changed forever. They married the following year and began a partnership grounded in love and service.

A New Chapter: The Exum Restoration

After James and Hazel's passing in the early 1980s, the home was sold to Richard Brown, owner of Fox Firestone Bicycles. In 1998, it changed hands again to Stuart Madson, a fellow car enthusiast. Then, in 2006, Deb Exum knocked on the door after admiring the home's architectural beauty. Envisioning it as the perfect space for her grand piano, she and her husband, Dr. Tom Exum, returned the next day to meet Madson. After a lengthy conversation and heartfelt tour, they signed a purchase contract within two days.

Deb and Tom meticulously restored the home, including its stunning heart pine floors. They hoped to share the finished restoration with Bill Gillespie, but sadly, he passed away in 2008 before seeing the results. In 2009, they invited Sally Gillespie for a private tour, during which she shared invaluable stories about her family's life in the home.

Preserving the Charm

Over the years, Deb and Sally developed a close friendship, later serving together on the New Smyrna Historic Preservation Awards Board in 2021–2022. Sally played a pivotal role in helping Deb establish the Riverside Garden District in 2020, where 622 Faulkner Street remains the architectural and symbolic centerpiece.

© 2025, Debra S. Exum



622 Faulkner Street, New Smyrna Beach, Florida (2025)



Riverside Garden District Ribbon-Cutting

May 26th, 2021

L-R – Commissioner Mike Kolody, Dr. Randy Herman, Deb Exum (RGD Chair), Mayor Russ Owen, Sally Gillespie (RGD Consultant), Dr. Tom Exum, Commissioner Jason McGuirk,

Commissioner Randy Hartman, Pamela Ison (RGD Co-Chair),

City Manager, Khalid Resheidat



Riverside Garden District Ribbon-Cutting

May 26th, 2021

Pamela Ison (RGD Co-Chair), Sally Gillespie (RGD Consultant),

City Manager, Khalid Resheidat, Deb Exum (RGD Chair),

Carla Andersen (RGD Board Member), Mayor Russ Owen



New Smyrna Museum of History

Inaugural Preservation Awards 2022

PRESENTED BY THE NEW SMYRNA MUSEUM OF HISTORY PRESERVATION AWARDS COMMITTEE

NEW SMYRNA MUSEUM OF HISTORY PRESERVATION AWARDS BOARD MEMBERS



Debra S. Exum
Board Co-Chair



Greg Holbrook
Exec. Director, NSMoH



Dr. A. Barretta-Herman
Board Co-Chair



Dianne Bean
Board Member



Sally Gillespie
Board Member



Curtis Hodges
Board Member



Gwen Hughes
Board Member



Susan Neylon
Board Member

2021 | 2022

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

RECOGNITION OF THE NEW SMYRNA BEACH CITIZENS ACADEMY CLASS OF 2026

October 27, 2026

Background:

Throughout the month of October, these graduates of New Smyrna Beach's Citizens Academy took part in a civic-education program offering a behind-the-scenes look at how our city operates. Rather than one long lecture, it unfolded as a series of interactive sessions featuring different departments including City Hall, Development Services, both Police and Fire Departments, Public Works, New Smyrna Beach Municipal Airport, Leisure Services, and various community partners.

Students heard presentations from senior city staff and took guided, behind-the-scenes tours of several public facilities, allowing them to associate municipal operations with the actual people who perform the work rather than an organizational chart.

Tonight, we extend our gratitude and appreciation to these graduates for their commitment to learning about local government. It is our hope you will share this newfound knowledge with others, apply to serve on an advisory board, volunteer, or otherwise stay involved now and well into the future.

Fiscal Analysis:

Graduation gifts for each student -- a backpack with the City Seal embroidered on the pocket -- were purchased last year.

Strategic Plan Item:

Yes

Staff Report Created By: Phillip Veski - Public Information Officer / Assistant To City Manager

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

CITY MANAGER'S REPORT

October 27, 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 10-27-26 Final.pdf

MEMORANDUM

FROM THE OFFICE OF THE CITY MANAGER

To: Mayor and City Commission

From: Kevin Cowper, City Manager

Re: **City Manager's Report – October 27, 2026**

Date: October 21, 2026

- Effective October 1, New Smyrna Beach transitioned from Waste Pro to FCC Environmental Services for solid waste collection services. Information about solid waste services can be found here: Solid Waste Services | New Smyrna Beach, FL - Official Website.
- The New Smyrna Beach Fire Department is proud to partner with Local 2271 to offer breast cancer awareness shirts, with all proceeds staying local to support those affected in our community (see attached flyer for additional information).
- On October 16, the Finance Department issued an invitation to bid for the Washington Street Roadway Improvements project which includes roadway, drainage, utilities, and streetscape improvements as well as extensive overhead to underground electric conversion on a section of Washington Street between US 1 (N. Dixie Freeway) and Riverside Drive in New Smyrna Beach. The bid due date and bid opening is January 13, 2027.
- Attended the SEV Annual Economic Summit at the Brannon Center on October 14.
- Attended a "lunch and learn" event at Coronado Community United Methodist Church on October 15 and heard a presentation from retired NSB Economic Development / CRA Director Tony Otte. Mr. Otte presented on the redevelopment history of Canal Street and Flagler Avenue. Terrific presentation and great to learn more about the redevelopment timeline of New Smyrna Beach.

- Attended the International City/County Managers Association (ICMA) Conference October 16-19 and was recognized for 35 years of local government service.
- Attended the City of Edgewater State of the City presentation on October 21.
- A Turnbull Creek Land Preservation Workshop was held on October 21 to receive community input about public access to conservation properties.
- The Leisure Services Department will hold their 4th Annual fall Festival at the NSB Sports Complex on October 24 from 4:00 – 8:00 pm. The festival offered amusements, carnival games, inflatables, local vendors, and food trucks. Estimated attendance was one thousand attendees.
- Will be meeting with representatives from the NSBU on October 26 to discuss the potential development of a Western Complex for the NSBU.
- Will attend the Volusia Managers Association meeting on October 28.
- Will meet with the Executive Director of the SEV Chamber of Commerce on October 28 to receive monthly update on Chamber Activities.
- Will meet with representatives of the Ocean Gate Planned Unit Development on October 29.
- A Ribbon Cutting Ceremony is scheduled at Detwiler Park at 9:00 am, October 30 at 701 Oakwood Avenue.
- A Ribbon Cutting Ceremony for the new Sports Complex Playground is scheduled for 3:00 pm, October 30 at the NSB Sports Complex, 1800 Turnbull Bay Road.
- The annual Veterans Day celebration is scheduled for November 11 beginning at 11:00 am at the Brannon Center.
- Please be aware of City Commission meeting dates during the Holiday Season. There will be two regular meetings in November, on November 10 and 17. There will be a single regular meeting in December on December 8.
- The New Smyrna Beach Annual Christmas Parade is scheduled for Saturday, December 5 beginning at 3:00pm. The parade will commence from the beachside on Atlantic Avenue, proceeding westbound on Flagler Avenue crossing the North Causeway turning southbound on Riverside Drive then turning onto westbound Canal Street before ending at Orange Street around 6:00pm.

- Starting January 1, 2027, New Smyrna Beach residents will use a single ParkVolusia resident permit for participating City and County off-beach parking locations and boat ramps. Register for your permit online or schedule an in-person appointment now at https://www.parkvolusia.org. See attached flyer for additional information.
- As a reminder, the Strategic Plan is available on the City's website at Strategic Plan | New Smyrna Beach, FL - Official Website. The plan includes nine strategic priority themes organized in three functional areas related to: Government, Residents and Business. Readers can review the nine priority themes and the tremendous progress that has been made toward implementing multiple action items.
- As a reminder, financial information is available on the City's website at Finance Department | New Smyrna Beach, FL - Official Website. Monthly financial information is also provided as part of the City Manager's Monthly Report (see below and attached).
- As a reminder, the semi-monthly utilities bill electronic newsletter inserts covering current events and City Commission meetings can be found on the City's website at Utilities Bill Newsletter | New Smyrna Beach, FL - Official Website.
- Please find attached the September Permit Issuance Report.
- Please find attached the September Digital Media Report.
- Please find attached the September 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
PERMIT ISSUANCE SUMMARY (09/01/2026 TO 09/30/2026)

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Building (Commercial)	Accessory/Detach Structure > 200 sf	1	3,500	$72,450.00	$1,208.05
	Alteration, Remodel, Repair	10	103,677	$4,562,013.00	$61,917.62
	Awning	1	66	$2,475.00	$167.97
	Re-roof	4	8,577	$253,267.78	$4,360.63
	Shutters	1	0	$8,130.00	$446.10
	Windows/Doors/Garage Doors	21	16,226	$141,304.00	$6,589.38
	BUILDING (COMMERCIAL) TOTAL:	**38**	**132,046**	**$5,039,639.78**	**$74,689.75**
Building (Residential)	Accessory/Detach Structure < 200 sf	2	222	$16,740.00	$166.62
	Accessory/Detach Structure > 200 sf	4	2,375	$63,772.00	$1,799.19
	Addition	6	65,344	$767,500.00	$4,727.03
	Alteration, Remodel, Repair	24	5,378	$527,754.06	$11,898.56
	Manufactured Home	1	1,118	$120,000.00	$4,013.86
	Mobile Home	1	1,400	$50,000.00	$716.11
	New Single Family	11	41,127	$3,718,439.00	$85,807.90
	Re-roof	27	50,069	$540,542.53	$2,522.78
	Screen Enclosure	9	9,241	$121,746.00	$4,015.02
	Screen Walls	2	818	$8,170.00	$538.92
	Shutters	3	2,561	$14,036.75	$275.70
	Siding	2	0	$18,500.00	$183.80
	Windows/Doors/Garage Doors	39	32,540	$400,319.10	$3,518.20
	BUILDING (RESIDENTIAL) TOTAL:	**131**	**212,193**	**$6,367,519.44**	**$120,183.69**
Certificate of Occupancy	Certificate of Occupancy	33	125,365	$16,669,966.40	$0.00
	CERTIFICATE OF OCCUPANCY TOTAL:	**33**	**125,365**	**$16,669,966.40**	**$0.00**
Demolition (Residentiall)	Demolition	5	7,352	$38,974.00	$1,612.28
	DEMOLITION (RESIDENTIALL) TOTAL:	**5**	**7,352**	**$38,974.00**	**$1,612.28**
Dock & Seawalls (Commercial)	Seawalls	1	0	$90,635.40	$1,508.40
	DOCK & SEAWALLS (COMMERCIAL) TOTAL:	**1**	**0**	**$90,635.40**	**$1,508.40**
Dock & Seawalls (Residential)	Docks	10	0	$776,450.00	$8,093.75
	DOCK & SEAWALLS (RESIDENTIAL) TOTAL:	**10**	**0**	**$776,450.00**	**$8,093.75**
Electrical (Commercial)	Electrical Repairs	11	0	$69,780.00	$2,782.80
	Generator	3	0	$44,149.00	$1,197.21
	Service-New/Upgrade	5	0	$19,053.00	$1,270.73
	ELECTRICAL (COMMERCIAL) TOTAL:	**19**	**0**	**$132,982.00**	**$5,250.74**
Electrical (Residential)	Electrical Repairs	50	0	$78,366.20	$4,595.00
	Generator	13	0	$213,311.07	$1,106.75
	Service-New/Upgrade	6	0	$18,753.48	$551.40
	Temporary Power	1	0	$450.00	$91.90
	ELECTRICAL (RESIDENTIAL) TOTAL:	**70**	**0**	**$310,880.75**	**$6,345.05**
Engineering	Fence-Non-Residential	2	1,246	$7,298.00	$389.93
	Fence-Residential	19	2,655	$96,008.00	$1,805.82
	Paver/Patio/Driveway/Seal Coat/Restripe-Commercial	3	8,170	$55,500.00	$2,296.08
	Paver/Patio/Driveway/Seal Coat-Residential	14	303,451	$105,360.00	$1,285.28
	Right of Way	7	4,916	$0.00	$0.00
	Site Clearing (Commercial)	1	2,750	$5,000.00	$434.42
	ENGINEERING TOTAL:	**46**	**323,188**	**$269,166.00**	**$6,211.53**

** Click the + symbol next to Permit Work Class Name while in the browser to see Permit details for that Work Class.*

PERMIT ISSUANCE SUMMARY (09/01/2026 TO 09/30/2026)

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Fire	Fire Alarm System	1	5	$660.00	$103.84
	Fire Pump	1	0	$49,500.00	$2,527.12
	Fire Sprinkler System	2	54,739	$345,740.00	$17,304.25
	Fire-Special Events-Tent	1	2,400	$15,000.00	$135.72
	FIRE TOTAL:	**5**	**57,144**	**$410,900.00**	**$20,070.93**
Gas (Commercial)	Gas Tanks	1	0	$66,000.00	$961.34
	GAS (COMMERCIAL) TOTAL:	**1**	**0**	**$66,000.00**	**$961.34**
Gas (Residential)	Gas Lines	6	0	$16,537.00	$503.45
	Gas Tanks	2	0	$8,845.00	$183.80
	Generator	1	0	$15,500.00	$87.90
	GAS (RESIDENTIAL) TOTAL:	**9**	**0**	**$40,882.00**	**$775.15**
Mechanical (Commercial)	Mechanical Repair/Replace	11	0	$112,167.00	$4,701.08
	MECHANICAL (COMMERCIAL) TOTAL:	**11**	**0**	**$112,167.00**	**$4,701.08**
Mechanical (Residential)	Mechanical Repair/Replace	63	0	$611,277.00	$6,074.70
	MECHANICAL (RESIDENTIAL) TOTAL:	**63**	**0**	**$611,277.00**	**$6,074.70**
Plumbing (Residential)	Plumbing Repairs/Replace	23	0	$113,416.80	$2,251.60
	PLUMBING (RESIDENTIAL) TOTAL:	**23**	**0**	**$113,416.80**	**$2,251.60**
Pool (Commercial)	Pool Resurfacing	1	1,750	$78,491.00	$1,508.40
	POOL (COMMERCIAL) TOTAL:	**1**	**1,750**	**$78,491.00**	**$1,508.40**
Pool (Residential)	Above Ground	1	152	$35,000.00	$733.16
	In Ground	14	13,550	$1,368,501.00	$13,455.30
	Pool with Enclosure	2	2,009	$185,177.00	$1,999.49
	POOL (RESIDENTIAL) TOTAL:	**17**	**15,711**	**$1,588,678.00**	**$16,187.95**
Sign	Monument	4	161	$63,400.00	$2,291.85
	Sign - Face Change	1	120	$4,500.00	$308.72
	Temporary Sign/Banner	2	52	$970.00	$335.94
	Wall Mounted	2	252	$7,600.00	$740.48
	SIGN TOTAL:	**9**	**585**	**$76,470.00**	**$3,676.99**
Solar (Commercial)	Solar	1	0	$183,000.00	$1,648.34
	SOLAR (COMMERCIAL) TOTAL:	**1**	**0**	**$183,000.00**	**$1,648.34**
Solar (Residential)	Solar	2	0	$88,336.00	$183.80
	SOLAR (RESIDENTIAL) TOTAL:	**2**	**0**	**$88,336.00**	**$183.80**
Tree Removal	Tree Removal Residential	7	0	$0.00	$211.00
	TREE REMOVAL TOTAL:	**7**	**0**	**$0.00**	**$211.00**
	GRAND TOTAL:	**502**	**875,334**	**$33,065,831.57**	**$282,146.47**

** Click the + symbol next to Permit Work Class Name while in the browser to see Permit details for that Work Class.*

Social Media Followers as of Oct. 1, 2026 (+/- change from prior report)				
Facebook	**Nextdoor**	**Instagram**	**X**	**Threads**
32,608 **(+59)**	16,482 **(+200)**	7,489 **(+71)**	4,786 **(+7)**	1,297 **(+13)**

Top 3 Facebook Posts in September 2026				
Topic	**Views**	**Interactions**	**Shares**	**Link Clicks**
FDOT closure of I-95 for Pioneer Trail interchange	46,645	215	160	56
Reminder to not use FCC 96-gallon totes until Oct. 1	24,921	61	21	151
Invitation to Sept. 11 25th Anniversary Ceremony	12,071	83	16	38

Bottom 3 Facebook Posts in September 2026				
Topic	**Views**	**Interactions**	**Shares**	**Link Clicks**
Redevelopment Week on U.S. 1 corridor projects	969	3	2	0
Redevelopment Week on Canal Street projects	1,528	10	2	1
Redevelopment Week on historic preservation	1,860	6	2	1

Public Meeting Traffic in September 2026				
Total Page Views	**Total Visits**	**Total Unique Visitors**	**Streaming Device Used**	
16,674	3,744	2,263	Desktop 92%	Mobile 8%
Most Watched Meetings (Views)		**Page Views by Source**	**Visitors by Location (Views)**	
1. Sept. 22 City Commission Regular Meeting (568)		1. Direct link (12,082)	1. NSB (2,683)	6. Daytona Beach (103)
2. Sept. 8 City Commission Regular Meeting (338)		2. City website (3,726)	2. Edgewater (287)	7. Port Orange (92)
3. Sept. 9 City Commission Budget Workshop (153)		3. City intranet (509)	3. Orlando (244)	8. New York (86)
4. Sept. 1 Turnbull Creek Preservation Committee (150)		4. Google search (75)	4. Ashburn (140)	9. Lake Mary (47)
5. Sept. 23 City Commission Budget Workshop (149)		5. Facebook (64)	5. Miami (109)	10. Ormond Beach (40)

From: Nicole Harpstreit
To: Kosorok, Tammy
Cc: Cowper, Kevin; Efren Chavez; Debbie Simmons
Subject: Requested NSBU Monthly Capacity Metrics - September 2026
Date: Friday, October 9, 2026 9:15:49 AM
Attachments: image001.png

CAUTION: EXTERNAL EMAIL

Tammy,

Forwarding the requested NSBU monthly capacity metrics for September 2026.

Electric

Peak (MW)	% of Available Capacity
101.0 MW	**79.5**%

Water

Demand (MGD)	% Treatment Capacity
5.405	**52**%

Wastewater

TMADF (MGD)	% Treatment Capacity
4.590	**59**%

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

Thank you,

Nicole Harpstreit | Executive Office Manager
New Smyrna Beach Utilities
Phone 386-424-3061 | Email nharpstreit@nsbufl.com



PLEASE NOTE: Florida has a very broad public records law. Most written communications, and email addresses, sent to or from the Utilities Commission, City of New Smyrna Beach are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this message in error, please notify the Utilities Commission, City of New Smyrna Beach immediately by replying to the message and deleting it from your computer. Thank you.

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

CONSIDER THE ADOPTION OF MINUTES FOR THE CITY COMMISSION REGULAR MEETING HELD ON TUESDAY, OCTOBER 13, 2026.

October 27, 2026

Background:
The attached minutes are submitted for the Commission's review and consideration of adoption.

Fiscal Analysis:
None.

Strategic Plan Item:
No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

City Commission Regular Meeting October 13, 2026 - Minutes.pdf

City Commission Regular Meeting
Tuesday, October 13, 2026, at 5:30 PM

MINUTES

1. OPENING OF MEETING

Having been duly advertised as required by law, the meeting of the City Commission of the City of New Smyrna Beach, Florida, was held on Tuesday, October 13, 2026, at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

Mayor Fred E. Cleveland called the meeting to order at 5:30 PM.

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

Excused: Commissioner Valli Perrine

2. INVOCATION/PLEDGE OF ALLEGIANCE

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

3. APPROVAL OF THE AGENDA

City Manager Cowper announced no adjustments to the agenda.

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Proclamation: Recognizing Red Ribbon Week

The City Commission presented a proclamation to the Volusia Young Marines recognizing Red Ribbon Week.

4.B Proclamation: National Domestic Violence Awareness Month

The City Commission presented a proclamation recognizing October as Domestic Violence Month.

5. CITY MANAGER'S REPORT

5.A City Manager's Report

City Manager Cowper presented a report.

6. PUBLIC PARTICIPATION

Jachen Riehm, 473 Venetian Villa Drive, Daytona State College, Transition Specialist, outlined programs offered by Daytona State College.

Tina Maria Sabella, 325 North Causeway Waterway East, commented on the bike path and opposed Item 8.F, noting that the green space provides drainage and natural flood protection.

Shane Schroeder, 2576 Selleck Avenue, commented on neighborhood cut-through traffic, the left-turn lane on Sugar Mill, and speeding on Oakland and Selleck Avenues.

7. CONSENT AGENDA

7.A Consider the adoption of minutes for the City Commission Regular Meeting held on September 22, 2026, and the City Commission Special Meeting held on September 23, 2026.

Motion:
Commissioner Martin moved to adopt the minutes for the City Commission Regular Meeting held on September 22, 2026, and the City Commission Special Meeting held on September 23, 2026. Vice Mayor McGuirk seconded the motion. The motion passed by unanimous vote.

7.B Resolution No. 34-26: Consider the adoption of Resolution No. 34-26, which, if adopted, would approve the acceptance of an FDOT Grant for ITB 16-26-AIR: Installation of Wildlife Chain-Link Fence.

Motion:
Commissioner Martin moved to adopt Resolution No. 34-26, which would approve the acceptance of an FDOT Grant for ITB 16-26-AIR: Installation of Wildlife Chain-Link Fence. Vice Mayor McGuirk seconded the motion. The motion passed by unanimous vote.

7.C Consider the approval of a piggyback agreement with Seminole Office Solutions, Inc. for multifunctional printers (MFP's) and related maintenance services.

Motion:
Commissioner Martin moved to approve the piggyback agreement with Seminole Office Solutions, Inc. for multifunctional printers (MFP's) and related maintenance services. Vice Mayor McGuirk seconded the motion. The motion passed by unanimous vote.

7.D Consider the approval of an Award of bid to 4C's Trucking & Excavation, Inc. for ITB 21-26-AIR: Air Traffic Control Tower Septic to Sewer project.

Motion:
Commissioner Martin moved to approve the award of bid to 4C's Trucking & Excavation, Inc. for ITB 21-26-AIR: Air Traffic Control Tower Septic to Sewer project. Vice Mayor McGuirk seconded the motion. The motion passed by unanimous vote.

7.E Consider the approval of an award of bid to Perimeter Solutions Group Florida, LLC, for ITB 16-26-AIR: Installation of Wildlife Chain-Link Fence.

Motion:
Commissioner Martin moved to approve the award of bid to Perimeter Solutions Group Florida, LLC, for ITB 16-26-AIR: Installation of Wildlife Chain-Link Fence. Vice Mayor McGuirk seconded the motion. The motion passed by unanimous vote.

7.F Consider the approval of a proposal by Avcon, Inc. for Construction Phase Services for the Airport Wildlife Fence Project.

Motion:
Commissioner Martin moved to approve the award of bid to Avcon, Inc. for Construction Phase Services for the Airport Wildlife Fence Project. Vice Mayor McGuirk seconded the motion. The motion passed by unanimous vote.

7.G Consider the approval of the Management Agreement renewal between the City of New Smyrna Beach and The Racquet Tennis Center Inc.

Motion:
Commissioner Martin moved to approve the Management Agreement renewal between the City of New Smyrna Beach and The Racquet Tennis Center Inc. Vice Mayor McGuirk seconded the motion. The motion passed by unanimous vote.

7.H Consider the approval of a proposal from Hall & Ogle Architects Inc. for the engineering design and permitting of a new Police Station Vehicle Storage Building.

Motion:
Commissioner Martin moved to approve a proposal from Hall & Ogle Architects Inc. for the engineering design and permitting of a new Police Station Vehicle Storage Building. Vice Mayor McGuirk seconded the motion. The motion passed by unanimous vote.

7.I Consider the approval of Pegasus Engineering HMGP Post Award grant services to mitigate and rebuild one (1) home.

Motion:
Commissioner Ashley moved to approve the Pegasus Engineering HMGP Post Award grant services to mitigate and rebuild one (1) home. Vice Mayor McGuirk seconded the motion. The motion passed by 3-1 majority vote, with Commissioner Martin voting no.

7.J Consider the approval of Pegasus Engineering Contract for HMGP Grant services to elevate one (1) home.

Motion:
Vice Mayor McGuirk moved to approve the Pegasus Engineering Contract for HMGP Grant services to elevate one (1) home. Commissioner Ashley seconded the motion. The motion passed by 3-1 majority vote, with Commissioner Martin voting no.

7.K Consider the approval of a Lease Amendment for Volusia County Mosquito Control.

Motion:
Commissioner Martin moved to approve a Lease Amendment for Volusia County Mosquito Control. Vice Mayor McGuirk seconded the motion. The motion passed by unanimous vote.

7.L Consider the approval of two proposals from GAI Consultants for the engineering, design, and agency permitting of Babe James Community Center Improvements, Phase I & Phase II.

Motion:
Commissioner Martin moved to approve two proposals from GAI Consultants for the engineering, design, and agency permitting of the Babe James Community Center Improvements, Phase I & Phase II. Vice Mayor McGuirk seconded the motion. The motion passed by unanimous vote.

7.M Special Event: Consider the approval of the 36th Annual Flamingo Follies Arts & Crafts Show 2026, to be held on Saturday, November 14 and Sunday November 15, 2026.

Motion:
Commissioner Martin moved to approve the 36th Annual Flamingo Follies Arts & Crafts Show 2026, to be held on Saturday, November 14, and Sunday, November 15, 2026. Vice Mayor McGuirk seconded the motion. The motion passed by unanimous vote.

7.N Special Event: Consider the approval of the City of New Smyrna Beach Christmas Parade 2026, to be held on Saturday, December 5, 2026.

Motion:
Commissioner Martin moved to approve the City of New Smyrna Beach Christmas Parade 2026, to be held on Saturday, December 5, 2026. Vice Mayor McGuirk seconded the motion. The motion passed by unanimous vote.

7.O Special Event: Consider the approval of Baci's 6th Annual Wine Festival to be held on November 14, 2026, from noon to 4:00 p.m.

Motion:
Commissioner Martin moved to approve Baci's 6th Annual Wine Festival to be held on November 14, 2026, from noon to 4:00 p.m. Vice Mayor McGuirk seconded the motion. The motion passed by unanimous vote.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Resolution No. 33-26: Consider the adoption of Resolution No. 33-26 which, if adopted would establish a new Building Department fee schedule.

Shane Corbin, Director of Development Services, outlined a PowerPoint presentation.

Per City Commission consensus, City Manager Cowper removed Resolution No. 33-26 from the agenda.

8.B Resolution No. 36-26: Consider the adoption of Resolution No. 36-26 which, if adopted, would create a separate resolution establishing Fire Permit Fee Inspection Rates.

Per City Commission consensus, City Manager Cowper removed Resolution No. 36-26 from the agenda.

8.C Resolution No. 37-26: Consider the adoption of Resolution No. 37-26 which, if adopted, would create a separate resolution establishing a Planning and Engineering fee schedule.

Per City Commission consensus, City Manager Cowper removed Resolution No. 37-26 from the agenda.

8.D Resolution No. 35-26: Consider the adoption of Resolution No. 35-26, which if adopted, would authorize the borrowing of $11,500,000 from Huntington National Bank.

JoAnne Drury, Director of Finance, outlined a PowerPoint presentation.

Motion:
Commissioner Martin moved to adopt Resolution No. 35-26, which would authorize the borrowing of $11,500,000 from Huntington National Bank. Commissioner Ashley seconded the motion. The motion passed by unanimous vote.

8.E Consider the approval of the Collective Bargaining Agreement with International Association of Fire Fighters (IAFF) effective October 1, 2026, through September 30, 2029.

Heather Kidd, Director of Human Resources, outlined a PowerPoint presentation.

Motion:
Commissioner Martin moved to approve the Collective Bargaining Agreement with International Association of Fire Fighters (IAFF) effective October 1, 2026, through September 30, 2029. Vice Mayor McGuirk seconded the motion. The motion passed by unanimous vote.

8.F Consider the approval of Inspire Placemaking Collective, Inc., to provide planning and design services for the preparation of a Corridor Master Plan for the North Causeway Corridor and South Atlantic Corridor.

Shane Corbin, Director of Development Services, outlined a PowerPoint presentation.

George Kramer, Inspire Placemaking, provided background information.

Motion:
Commissioner Martin moved to approve Inspire Placemaking Collective, Inc. to provide planning and design services for the preparation of a Corridor Master Plan for the North Causeway Corridor and South Atlantic Corridor. Commissioner Ashley seconded the motion. The motion passed by unanimous vote.

9. QUASI-JUDICIAL HEARINGS

10. PUBLIC HEARINGS

10.A Ordinance No. 36-26: Conduct a Second Reading and Public Hearing, which, if adopted, would amend Code of Ordinances, Chapter 26, Building and Building Regulations, Section 26, Article III, Permits and Inspections

A Public Hearing was conducted for Ordinance No. 36-26.

Motion:
Vice Mayor McGuirk moved to continue Ordinance No. 36-26, which, if adopted, would amend Code of Ordinances, Chapter 26, Building and Building Regulations, Section 26, Article III, Permits and Inspections to the City Commission meeting scheduled for Tuesday, November 17, 2026. Commissioner Ashley seconded the motion. The motion passed by unanimous vote.

10.B Ordinance No. 53-26: Conduct a Second Reading and Public Hearing, which, if adopted, would grant a non-exclusive franchise agreement to Waste Pro of Florida, Inc.

A Public Hearing was conducted for Ordinance No. 53-26.

Assistant City Attorney McCurdy read Ordinance No. 53-26 for the second time by title only.

David Ray, Director of Public Works, outlined a report.

Mayor Cleveland opened the public participation portion of the hearing.

As no citizen wished to speak, Mayor Cleveland closed the public participation portion of the hearing.

Motion:
Commissioner Martin moved to adopt Ordinance No. 53-26, which would grant a non-exclusive franchise agreement to Waste Pro of Florida, Inc. Commissioner Ashley seconded the motion. The motion passed by unanimous vote.

10.C Ordinance No. 54-26: Conduct a Second Reading and Public Hearing, which, if adopted, would amend the Personnel Policies and Procedures of the City of New Smyrna Beach.

A Public Hearing was conducted for Ordinance No. 54-26.

Assistant City Attorney McCurdy read Ordinance No. 54-26 for the second time by title only.

Heather Kidd, Director of Human Resources, outlined a report.

Mayor Cleveland opened the public participation portion of the hearing.

As no citizen wished to speak, Mayor Cleveland closed the public participation portion of the hearing.

Motion:
Commissioner Martin moved to adopt Ordinance No. 54-26, which would amend the Personnel Policies and Procedures of the City of New Smyrna Beach. Commissioner Ashley seconded the motion. The motion passed by unanimous vote.

11. ORDINANCES FIRST READINGS

11.A Ordinance No. 55-26: Conduct a First Reading of an Ordinance, which, if adopted, at a Second Reading and Public Hearing, would approve a Small-Scale Comprehensive Plan Amendment, on City-owned land, changing the Future Land Use from Medium Density Residential to Conservation on property located on Paige Avenue.

Assistant City Attorney McCurdy read Ordinance No. 55-26 for the first time by title only. She announced that the second reading and public hearing were scheduled for Tuesday, October 27, 2026.

11.B Ordinance No. 59-26: Conduct a First Reading of an Ordinance, which, if adopted, at a Second Reading and Quasi-Judicial Hearing, would rezone approximately 6.996 + acres of City-owned land from R-2, Single-Family Residential to Conservation on property located on Paige Avenue.

Assistant City Attorney McCurdy read Ordinance No. 59-26 for the first time by title only. She announced that the second reading and public hearing were scheduled for Tuesday, October 27, 2026.

11.C Ordinance No. 56-26: Conduct a First Reading of an Ordinance, which, if adopted, at a Second Reading and Public Hearing, would annex approximately 6.63 + acres of land located at 670 Williams Road.

Assistant City Attorney McCurdy read Ordinance No. 56-26 for the first time by title only. She announced that the second reading and public hearing were scheduled for Tuesday, October 27, 2026.

11.D Ordinance No. 57-26: Conduct a First Reading of an Ordinance, which, if adopted, at a Second Reading and Public Hearing, would approve a Small-Scale Comprehensive Plan Amendment changing the Future Land Use category to City Rural on approximately 6.63 + acres of land located at 670 Williams Road as part of an overall annexation application.

Assistant City Attorney McCurdy read Ordinance No. 57-26 for the first time by title only. She announced that the second reading and public hearing were scheduled for Tuesday, October 27, 2026.

11.E Ordinance No. 58-26: Conduct a First Reading of an Ordinance, which, if adopted, at a Second Reading and Public Hearing, would rezone approximately 6.63 + acres of land to A-2, Agriculture on property located at 670 Williams Road as part of an overall annexation application.

Assistant City Attorney McCurdy read Ordinance No. 58-26 for the first time by title only. She announced that the second reading and public hearing were scheduled for Tuesday, October 27, 2026.

11.F Ordinance No. 60-26: Conduct a First Reading of an Ordinance, which, if adopted, at a Second Reading and Public Hearing, would annex approximately 1.94 + acres of vacant land located at the corner of Alberta Street and Louella Street.

Assistant City Attorney McCurdy read Ordinance No. 60-26 for the first time by title only. She announced that the second reading and public hearing were scheduled for Tuesday, October 27, 2026.

11.G Ordinance No. 61-26: Conduct a First Reading of an Ordinance, which, if adopted, at a Second Reading and Public Hearing would approve a Small-Scale Comprehensive Plan Amendment changing the Future Land Use to Rural on approximately 1.94 + acres of land located at the corner of Alberta Street and Louella Street as part of an overall annexation application.

Assistant City Attorney McCurdy read Ordinance No. 61-26 for the first time by title only. She announced that the second reading and public hearing were scheduled for Tuesday, October 27, 2026.

11.H Ordinance No. 62-26: Conduct a First Reading of an Ordinance, which, if adopted, at a Second Reading and Public Hearing, would rezone approximately 1.94 + acres of land to City A-3, Transitional Agriculture for property located at the corner of Alberta Street and Louella Street as part of an overall annexation application.

Assistant City Attorney McCurdy read Ordinance No. 62-26 for the first time by title only. She announced that the second reading and public hearing were scheduled for Tuesday, October 27, 2026.

12. BOARDS AND COMMISSIONS

13. MAYOR AND COMMISSIONER COMMENTS

Commissioner Martin commented on the increasing number of drones and related community noise, recognized Breast Cancer Awareness Month, and noted that Fire Station 50 was offering Breast Cancer Awareness shirts for $25.

Vice Mayor McGuirk commended Chief Kirk for the e-bike community meeting and emphasized the importance of Daytona State College's adult and Microsoft Office programs. He also addressed cut-through traffic on Selleck Avenue, stating that residents should be able to turn left onto Sugar Mill Drive to access the traffic signal, and expressed support for removing the left-turn restriction sign.

Mayor Cleveland acknowledged those affected by the hurricane and announced the Southeast Volusia Economic Summit, scheduled for Wednesday, October 14, 2026, from 8:00 a.m. to noon at the Brannon Center.

14. CITY CLERK'S REPORT

14.A 2026 City Commission Meeting Dates and Election Information

15. CITY ATTORNEY'S REPORT

16. ADJOURNMENT

As there was no further business to discuss, Mayor Cleveland adjourned the meeting at 7:43 p.m.

THE CITY OF NEW SMYRNA BEACH - ENGINEERING

RESOLUTION NO. 38-26: CONSIDER THE ADOPTION OF RESOLUTION NO. 38-26, WHICH, IF ADOPTED, WOULD APPROVE A FLORIDA DIVISION OF EMERGENCY MANAGEMENT HAZARD MITIGATION GRANT PROGRAM - ELEVATE 8 HOMES HURRICANE IAN.

October 27, 2026

Background:

The homes were submitted through Volusia County Local Mitigation Strategy program as initiatives to the State and approved by FDEM based on favorable benefit cost analysis being greater than 1.0. Although the project is coordinated with the Florida Division of Emergency Management (FDEM) the grant is federally funded through FEMA's Hazard Mitigation Grant Program (HMGP) and is only available with the Governor's declaration of a natural disaster. This particular HMGP grant is associated with Hurricane Ian that distributed in excess of 21" of rainfall in a short period of time and resulted in citywide flooding with eight properties reaching out for assistance to abate future flooding of their homes.

The following single family homes are in the project:

1. 323 Desoto Drive.
2. 804 East 1st Avenue
3. 813 Locust Street
4. 409 Oakwood Avenue
5. 642 South Pine Street
6. 699 West Street
7. 345 Wildwood Drive
8. 657 South Pine Street

Each of the property owners understand their commitment being 25% of the overall elevation cost and have the discretion of withdrawing based on the actual bid amount.

Staff recommends moving forward with the project knowing the City is the applicant and responsible to fund the CIP project being reimbursed in full being 75% FEMA funded and 25% allocated from the local match (i.e. each property owner's commitment) in order to assure these properties will never flood.

Fiscal Analysis:

While the project will be budgeted and administered through the City as the grant applicant, there is no fiscal impact to the City. FEMA will fund 75% of the project cost,

with the homeowner responsible for the remaining 25%. No City contribution is required.

Strategic Plan Item:

No

Staff Report Created By: Kyle Fegley - City Engineer

Attachments:

4673-257-R-FDEM Agreement H1555 Unsigned.pdf
Res 38-26 FDEM Elevation 8 Homes.pdf

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of New Smyrna Beach
PROJECT #:	4673-257-R
PROJECT TITLE:	City of New Smyrna Beach, Citywide Residential Elevation #2, Elevation
HMGP CONTRACT #:	H1555
SM CONTRACT #: (if applicable)	
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Kyle Fegley **City Engineer** **210 Sams Avenue** **New Smyrna Beach, Florida 32168**

Enclosed is your copy of the proposed contract(s)/modification(s) between **City of New Smyrna Beach** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy of HMGP Contract by Official Representative
☐	Signed & Dated Electronic Copy of SM Contract by Official Representative (if applicable)
☒	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☒	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment M – Foreign County of Concern Affidavit completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850)-290-2511 or email me at Nicole.rowe@yagroup.com.

Agreement Number: **H1555**

Project Number: **4673-257-R**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1 , "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	City of New Smyrna Beach
Sub-Recipient's unique entity identifier (UEI/FEIN):	PK4MA4NU92L5 / 596000387
Federal Award Identification Number (FAIN):	FEMA-DR-4673-FL
Federal Award Date:	July 9, 2026
Subaward Period of Performance Start and End Date:	June 29, 2023 – May 31, 2028
Amount of Federal Funds Obligated by this Agreement:	$2,392,979.25
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$2,506,195.50
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$2,506,195.50
Federal award project description (see FFATA):	Elevation
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	nicole.rowe@yagroup.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of New Smyrna Beach, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Nicole Rowe
Project Manager/Grant Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-290-2511
Email: Nicole.rowe@yagroup.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-528-4216
Email: Kathleen.Marshall@em.myflorida.com

i. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Kyle Fegley
City Engineer
210 Sams Avenue
New Smyrna Beach, Florida 32168
Telephone: 386-410-2811
Email: kfegley@cityofnsb.com

ii. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on June 29, 2023 and shall end on May 31, 2028, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. §200.1, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and approved Pre-Award costs shall be outlined in Attachment A of this Agreement (“Budget and Scope of Work”).

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$2,392,979.25**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

a. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

b. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) RECORDS

a. As required by 2 C.F.R. §200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2489 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2489 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are

completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be

construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “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.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief

Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any

goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment

provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, 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 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.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. 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.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and

entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY AND MERIT-BASED SELECTION

m. In accordance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," the Subrecipient hereby agrees that all procurement and employment actions funded in whole or in part with federal funds shall be identity-neutral and merit-based.

i. The Subrecipient and its contractors shall not discriminate against any employee, applicant for employment, or bidder because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient certifies that no contract award or employment decision shall be based on a demographic preference, quota, or "workforce balancing" requirement.

iii. All contract awards must be based solely on technical merit, cost-effectiveness, and the bidder's demonstrated ability to perform the work.

n. The Subrecipient acknowledges that compliance with this Section (26) is material to the federal government's decision to provide and reimburse funds. The Subrecipient further agrees that:

i. Failure to adhere to merit-based selection standards while certifying compliance through the submission of reimbursement requests may subject the Subrecipient to civil and/or criminal penalties under the False Claims Act (31 U.S.C. §§ 3729–3733).

ii. The Subrecipient shall include the provisions of this Section (26) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor.

iii. In the event of the Subrecipient's noncompliance with the merit-based provisions of this clause, FDEM may cancel, terminate, or suspend this Agreement in whole or in part and refer the matter to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. 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.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

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).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

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

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. 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;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

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; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient 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").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF NEW SMYRNA BEACH

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Jared W. Perdue, P.E.

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$2,392,979.25**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Elevation of flood prone structures
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to elevate eight (8) single-family residences in New Smyrna Beach, Volusia County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-257-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 to provide flood protection to eight (8) single-family residences located in New Smyrna Beach, Florida 32168 and 32169.

The scope of work of the proposed project shall involve building and site preparation, along with the disconnecting of utilities. The eight (8) structures included in this application have existing foundation types of slab-on-grade. The existing structures shall be raised on a new open foundation on pilings to the proposed design elevation. The contractor shall tunnel underneath the structure, install beams, cribbing and hydraulic jacks for raising the structure, raise the structures to the required height by utilizing a unified hydraulic jacking machine and shore up. Appropriate means of ingress and egress shall be constructed to access the elevated living spaces. All utilities shall be reconnected, and service equipment shall be elevated to the required height. Five (5) of the eight (8) homes require a lift platform.

The habitable living areas of the original structures shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. 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 to 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 flood event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Location	Coordinates
1)	323 Desoto Drive, New Smyrna Beach, Florida 32169	(29.03416, -80.91168)
2)	804 East 1st Avenue, New Smyrna Beach, Florida 32169	(29.03151, -80.89630)
3)	813 Locust Street, New Smyrna Beach, Florida 32169	(29.03031, -80.89585)
4)	409 Oakwood Avenue, New Smyrna Beach, Florida 32169	(29.03585, -80.90014)
5)	642 South Pine Street, New Smyrna Beach, Florida 32169	(29.03118, -80.90107)

6)	657 South Pine Street, New Smyrna Beach, Florida 32169	(29.03022, -80.90060)
7)	699 West Street, New Smyrna Beach, Florida 32168	(29.02688, -80.94231)
8)	345 Wildwood Drive, New Smyrna Beach, Florida 32168	(29.01079, -80.96094)

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) Letter verifying if prehistoric or historic artifacts, human remains, or intact archaeological features or deposits were discovered during project activities and, if so, how they were handled in accordance with Florida Statutes, Section 872.05.

j) 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.

k) 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 separately 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) <u>Deliverables:</u>

Mitigation Activities consist of elevation of eight (8) single-family residences located in New Smyrna Beach, Florida, to include building and site preparation, along with the disconnection and reconnection of utilities.

The habitable living areas of the original structures shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. 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 to 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 flood event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

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 protective 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 findings 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, the Division, 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***.

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 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) 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 confirms 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) Close out 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) The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient's Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending

the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.

21) Special Conditions required for the 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 **Monitoring Required: No**

b) **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**

c) **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**

22) 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 conditions related to the project arose that required the use of contingency funds.

23) 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 **4673-257-R.** It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on July 9, 2026, and the Period of Performance for this project shall end on **May 31, 2028**.

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:	2	Months
Construction Plan/Technical Specifications:	2	Months
Bidding / Local Procurement:	1	Months
Permitting:	1	Months
Construction / Installation:	10	Months
Local Inspections / Compliance:	2	Months
State Final Inspection / Compliance:	2	Months
Closeout Compliance:	2	Months
Total Period of Performance:	**22**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$1,434,349.00	$1,075,761.75	$358,587.25
Labor:	$1,305,325.00	$978,993.75	$326,331.25
Fees:	$279,445.00	$209,583.75	$69,861.25
Initial Agreement Amount:	**$3,019,119.00**	**$2,264,339.25**	**$754,779.75**
***Contingency Funds:	$150,955.00	$113,216.25	$37,738.75
Project Total:	**$3,170,074.00**	**$2,377,555.50**	**$792,518.50**
****SRMC**			
SRMC:	$89,320.00	$89,320.00	
SRMC-Pre-Award:	$39,320.00	$39,320.00	
SRMC Total:	**$128,640.00**	**$128,640.00**	

**Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*** ***This project has an estimated $150,955.00 in contingency funds.*** *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 conditions related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

**** ***Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $128,640.00 in Federal funding.*** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

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 project has a **SRMC Pre-Award,** approved by FEMA in the amount of $39,320.00, with a start date of **June 29, 2023**.*

	Address Estimated Budget		
ID#	**Address**	**Budget per address**	**Federal Share**
1)	323 Desoto Drive, New Smyrna Beach, Florida 32169	$598,949.00	$449,211.75
2)	804 East 1st Avenue, New Smyrna Beach, Florida 32169	$420,279.00	$315,209.25
3)	813 Locust Street, New Smyrna Beach, Florida 32169	$294,910.00	$221,182.50
4)	409 Oakwood Avenue, New Smyrna Beach, Florida 32169	$265,802.00	$199,351.50
5)	642 South Pine Street, New Smyrna Beach, Florida 32169	$241,759.00	$181,319.25

6)	657 South Pine Street, New Smyrna Beach, Florida 32169	$280,970.00	$210,727.50
7)	699 West Street, New Smyrna Beach, Florida 32168	$410,843.00	$308,132.25
8)	345 Wildwood Drive, New Smyrna Beach, Florida 32168	$505,607.00	$379,205.25
		$ 3,019,119.00	**$ 2,264,339.25**

Funding Summary Totals

Federal Share:	$2,377,555.50	(75.00%)
Non-Federal Share:	$792,518.50	(25.00%)
Total Project Cost:	**$3,170,074.00**	**(100.00%)**
SRMC (100% Federal)	$128,640.00	

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) The applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide);

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State 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 cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference the applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide) Award Extensions guidance.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); and EO 11990 (Wetlands).

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present

c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of New Smyrna Beach

REMIT ADDRESS: 210 Sams Avenue

CITY: New Smyrna Beach STATE: Florida ZIP CODE: 32168

PROJECT TYPE: Elevation PROJECT #: 4673-257-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1555

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Local Non-Federal 25%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL: $ _____

APPROVED SRMC TOTAL: $ _____ DIVISION DIRECTOR

APPROVED FOR PAYMENT: $ _____ DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of New Smyrna Beach PAYMENT #:

PROJECT TYPE: Elevation PROJECT #: 4673-257-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1555

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents __% completion of the project.				***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: CITY OF NEW SMYRNA BEACH

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: City of New Smyrna Beach **PROJECT #:** **4673-257-R**

PROJECT TYPE: Elevation **CONTRACT #:** **H1555**

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:**

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: Contract Expiration Date:
Date Deliverables Submitted: Closeout Requested Date:

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC):
Signature: Phone:

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:*

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%
Date Reviewed: *Reviewer:* *Project Manager*

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

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, 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

H1555
DEM Contract Number

4673-257-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4673-257-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 2,392,979.25

OBLIGATION/ACTION DATE: July 09, 2026

SUBAWARD DATE (if applicable): _____

UEID/SAM#: PK4MA4NU92L5

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide flood protection to eight (8) single-family residences located in New Smyrna Beach, Florida 32168 and 32169.

The scope of work of the proposed project shall involve building and site preparation, along with the disconnecting of utilities. The eight (8) structures included in this application have existing foundation types of slab-on-grade. The existing structures shall be raised on a new open foundation on pilings to the proposed design elevation. The contractor shall tunnel underneath the structure, install beams, cribbing and hydraulic jacks for raising the structure, raise the structures to the required height by utilizing a unified hydraulic jacking machine and shore up. Appropriate means of ingress and egress shall be constructed to access the elevated living spaces. All utilities shall be reconnected, and service equipment shall be elevated to the required height. Five (5) of the eight (8) homes require a lift platform.

The habitable living areas of the original structures shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. 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 to 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 flood event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Location	Coordinates
1)	323 Desoto Drive, New Smyrna Beach, Florida 32169	(29.03416, -80.91168)
2)	804 East 1st Avenue, New Smyrna Beach, Florida 32169	(29.03151, -80.89630)
3)	813 Locust Street, New Smyrna Beach, Florida 32169	(29.03031, -80.89585)

4)	409 Oakwood Avenue, New Smyrna Beach, Florida 32169	(29.03585, -80.90014)
5)	642 South Pine Street, New Smyrna Beach, Florida 32169	(29.03118, -80.90107)
6)	657 South Pine Street, New Smyrna Beach, Florida 32169	(29.03022, -80.90060)
7)	699 West Street, New Smyrna Beach, Florida 32168	(29.02688, -80.94231)
8)	345 Wildwood Drive, New Smyrna Beach, Florida 32168	(29.01079, -80.96094)

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) 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)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR"

appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

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 affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. 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 C.F.R. 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 C.F.R. 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 C.F.R. 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 Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

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 C.F.R. 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 C.F.R. § 401.2 (a) and the recipient or Sub-recipient 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 Sub-recipient must comply with the requirements of 37 C.F.R. 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 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM 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 of $100,000 or more 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 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

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 II(I); 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. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient 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 Sub-Recipient/subcontractor's Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

As used in this subsection, the term:

- "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

- "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

- "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #:		
Total Contract Amount:		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

RESOLUTION NO. 38-26

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH AUTHORIZING THE APPROVAL OF THE FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND THE CITY OF NEW SMYRNA BEACH PROJECT NUMBER 4673-257-R FOR THE ELEVATION OF EIGHT SINGLE-FAMILY HOMES; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Division of Emergency Management and the City of New Smyrna Beach desire to enter into the Federally-Funded Subaward and Grant Agreement Project Number 4673-257-R for the elevation of eight single-family homes located at 323 Desoto Drive, 804 East 1st Avenue, 813 Locust Street, 409 Oakwood Avenue, 642 South Pine Street, 657 South Pine Street, 699 West Street, and 345 Wildwood Drive; and

WHEREAS, the State of Florida Division of Emergency Management has requested the City of New Smyrna Beach to execute and deliver the Federally-Funded Subaward and Grant Agreement for the aforementioned project, Project Number 4673-257-R.

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

SECTION 1: ***Authorization.*** That the City Commission hereby authorizes the Mayor to make, execute, and deliver to the State of Florida Division of Emergency Management the Federally-Funded Subaward and Grant Agreement for the aforementioned project, Project Number 4673-257-R, which is more particularly described as:

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

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

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

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 10/20/2026

EXHIBIT "A"

Agreement Number: **H1555**

Project Number: **4673-257-R**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1 , "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	City of New Smyrna Beach
Sub-Recipient's unique entity identifier (UEI/FEIN):	PK4MA4NU92L5 / 596000387
Federal Award Identification Number (FAIN):	FEMA-DR-4673-FL
Federal Award Date:	July 9, 2026
Subaward Period of Performance Start and End Date:	June 29, 2023 – May 31, 2028
Amount of Federal Funds Obligated by this Agreement:	$2,392,979.25
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$2,506,195.50
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$2,506,195.50
Federal award project description (see FFATA):	Elevation
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	nicole.rowe@yagroup.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of New Smyrna Beach, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Nicole Rowe
Project Manager/Grant Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-290-2511
Email: Nicole.rowe@yagroup.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-528-4216
Email: Kathleen.Marshall@em.myflorida.com

i. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Kyle Fegley
City Engineer
210 Sams Avenue
New Smyrna Beach, Florida 32168
Telephone: 386-410-2811
Email: kfegley@cityofnsb.com

ii. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on June 29, 2023 and shall end on May 31, 2028, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. §200.1, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and approved Pre-Award costs shall be outlined in Attachment A of this Agreement (“Budget and Scope of Work”).

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$2,392,979.25**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

a. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

b. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) <u>RECORDS</u>

a. As required by 2 C.F.R. §200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2489 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2489 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are

completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be

construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “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.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief

Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any

goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment

provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, 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 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.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. 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.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and

entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY AND MERIT-BASED SELECTION

m. In accordance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," the Subrecipient hereby agrees that all procurement and employment actions funded in whole or in part with federal funds shall be identity-neutral and merit-based.

i. The Subrecipient and its contractors shall not discriminate against any employee, applicant for employment, or bidder because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient certifies that no contract award or employment decision shall be based on a demographic preference, quota, or "workforce balancing" requirement.

iii. All contract awards must be based solely on technical merit, cost-effectiveness, and the bidder's demonstrated ability to perform the work.

n. The Subrecipient acknowledges that compliance with this Section (26) is material to the federal government's decision to provide and reimburse funds. The Subrecipient further agrees that:

i. Failure to adhere to merit-based selection standards while certifying compliance through the submission of reimbursement requests may subject the Subrecipient to civil and/or criminal penalties under the False Claims Act (31 U.S.C. §§ 3729–3733).

ii. The Subrecipient shall include the provisions of this Section (26) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor.

iii. In the event of the Subrecipient's noncompliance with the merit-based provisions of this clause, FDEM may cancel, terminate, or suspend this Agreement in whole or in part and refer the matter to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. 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.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

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).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

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

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. 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;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

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; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient 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").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF NEW SMYRNA BEACH

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Jared W. Perdue, P.E.

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$2,392,979.25**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Elevation of flood prone structures
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to elevate eight (8) single-family residences in New Smyrna Beach, Volusia County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-257-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 to provide flood protection to eight (8) single-family residences located in New Smyrna Beach, Florida 32168 and 32169.

The scope of work of the proposed project shall involve building and site preparation, along with the disconnecting of utilities. The eight (8) structures included in this application have existing foundation types of slab-on-grade. The existing structures shall be raised on a new open foundation on pilings to the proposed design elevation. The contractor shall tunnel underneath the structure, install beams, cribbing and hydraulic jacks for raising the structure, raise the structures to the required height by utilizing a unified hydraulic jacking machine and shore up. Appropriate means of ingress and egress shall be constructed to access the elevated living spaces. All utilities shall be reconnected, and service equipment shall be elevated to the required height. Five (5) of the eight (8) homes require a lift platform.

The habitable living areas of the original structures shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. 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 to 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 flood event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Location	Coordinates
1)	323 Desoto Drive, New Smyrna Beach, Florida 32169	(29.03416, -80.91168)
2)	804 East 1st Avenue, New Smyrna Beach, Florida 32169	(29.03151, -80.89630)
3)	813 Locust Street, New Smyrna Beach, Florida 32169	(29.03031, -80.89585)
4)	409 Oakwood Avenue, New Smyrna Beach, Florida 32169	(29.03585, -80.90014)
5)	642 South Pine Street, New Smyrna Beach, Florida 32169	(29.03118, -80.90107)

6)	657 South Pine Street, New Smyrna Beach, Florida 32169	(29.03022, -80.90060)
7)	699 West Street, New Smyrna Beach, Florida 32168	(29.02688, -80.94231)
8)	345 Wildwood Drive, New Smyrna Beach, Florida 32168	(29.01079, -80.96094)

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) Letter verifying if prehistoric or historic artifacts, human remains, or intact archaeological features or deposits were discovered during project activities and, if so, how they were handled in accordance with Florida Statutes, Section 872.05.

j) 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.

k) 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 separately 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) <u>Deliverables:</u>

Mitigation Activities consist of elevation of eight (8) single-family residences located in New Smyrna Beach, Florida, to include building and site preparation, along with the disconnection and reconnection of utilities.

The habitable living areas of the original structures shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. 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 to 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 flood event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

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 protective 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 findings 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, the Division, 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***.

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 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) 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 confirms 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) Close out 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) The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient's Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending

the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.

21) Special Conditions required for the 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 **Monitoring Required: No**

    b) **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**

    c) **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**

22) 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 conditions related to the project arose that required the use of contingency funds.

23) 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 **4673-257-R.** It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on July 9, 2026, and the Period of Performance for this project shall end on **May 31, 2028**.

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:	2	Months
Construction Plan/Technical Specifications:	2	Months
Bidding / Local Procurement:	1	Months
Permitting:	1	Months
Construction / Installation:	10	Months
Local Inspections / Compliance:	2	Months
State Final Inspection / Compliance:	2	Months
Closeout Compliance:	2	Months
Total Period of Performance:	**22**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$1,434,349.00	$1,075,761.75	$358,587.25
Labor:	$1,305,325.00	$978,993.75	$326,331.25
Fees:	$279,445.00	$209,583.75	$69,861.25
Initial Agreement Amount:	**$3,019,119.00**	**$2,264,339.25**	**$754,779.75**
***Contingency Funds:	$150,955.00	$113,216.25	$37,738.75
Project Total:	**$3,170,074.00**	**$2,377,555.50**	**$792,518.50**
****SRMC**			
SRMC:	$89,320.00	$89,320.00	
SRMC-Pre-Award:	$39,320.00	$39,320.00	
SRMC Total:	**$128,640.00**	**$128,640.00**	

**Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*** **This project has an estimated $150,955.00 in contingency funds.** 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 conditions related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

**** **Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $128,640.00 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

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 project has a **SRMC Pre-Award,** approved by FEMA in the amount of $39,320.00, with a start date of **June 29, 2023**.*

	Address Estimated Budget		
ID#	**Address**	**Budget per address**	**Federal Share**
1)	323 Desoto Drive, New Smyrna Beach, Florida 32169	$598,949.00	$449,211.75
2)	804 East 1st Avenue, New Smyrna Beach, Florida 32169	$420,279.00	$315,209.25
3)	813 Locust Street, New Smyrna Beach, Florida 32169	$294,910.00	$221,182.50
4)	409 Oakwood Avenue, New Smyrna Beach, Florida 32169	$265,802.00	$199,351.50
5)	642 South Pine Street, New Smyrna Beach, Florida 32169	$241,759.00	$181,319.25

6)	657 South Pine Street, New Smyrna Beach, Florida 32169	$280,970.00	$210,727.50
7)	699 West Street, New Smyrna Beach, Florida 32168	$410,843.00	$308,132.25
8)	345 Wildwood Drive, New Smyrna Beach, Florida 32168	$505,607.00	$379,205.25
		$ 3,019,119.00	**$ 2,264,339.25**

Funding Summary Totals

Federal Share:	$2,377,555.50	(75.00%)
Non-Federal Share:	$792,518.50	(25.00%)
Total Project Cost:	**$3,170,074.00**	**(100.00%)**
SRMC (100% Federal)	$128,640.00	

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) The applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide);

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State 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 cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference the applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide) Award Extensions guidance.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); and EO 11990 (Wetlands).

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present

c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of New Smyrna Beach

REMIT ADDRESS: 210 Sams Avenue

CITY: New Smyrna Beach STATE: Florida ZIP CODE: 32168

PROJECT TYPE: Elevation PROJECT #: 4673-257-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1555

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Local Non-Federal 25%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL: $ _____

APPROVED SRMC TOTAL: $ _____ DIVISION DIRECTOR

APPROVED FOR PAYMENT: $ _____ DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of New Smyrna Beach PAYMENT #:

PROJECT TYPE: Elevation PROJECT #: 4673-257-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1555

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents __% completion of the project.				***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: CITY OF NEW SMYRNA BEACH

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: City of New Smyrna Beach **PROJECT #:** **4673-257-R**

PROJECT TYPE: Elevation **CONTRACT #:** **H1555**

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:**

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: Contract Expiration Date:
Date Deliverables Submitted: Closeout Requested Date:

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC):
Signature: Phone:

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:*

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%
Date Reviewed: *Reviewer:* *Project Manager*

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

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, 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

H1555
DEM Contract Number

4673-257-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4673-257-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 2,392,979.25

OBLIGATION/ACTION DATE: July 09, 2026

SUBAWARD DATE (if applicable): _____

UEID/SAM#: PK4MA4NU92L5

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide flood protection to eight (8) single-family residences located in New Smyrna Beach, Florida 32168 and 32169.

The scope of work of the proposed project shall involve building and site preparation, along with the disconnecting of utilities. The eight (8) structures included in this application have existing foundation types of slab-on-grade. The existing structures shall be raised on a new open foundation on pilings to the proposed design elevation. The contractor shall tunnel underneath the structure, install beams, cribbing and hydraulic jacks for raising the structure, raise the structures to the required height by utilizing a unified hydraulic jacking machine and shore up. Appropriate means of ingress and egress shall be constructed to access the elevated living spaces. All utilities shall be reconnected, and service equipment shall be elevated to the required height. Five (5) of the eight (8) homes require a lift platform.

The habitable living areas of the original structures shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. 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 to 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 flood event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Location	Coordinates
1)	323 Desoto Drive, New Smyrna Beach, Florida 32169	(29.03416, -80.91168)
2)	804 East 1st Avenue, New Smyrna Beach, Florida 32169	(29.03151, -80.89630)
3)	813 Locust Street, New Smyrna Beach, Florida 32169	(29.03031, -80.89585)

4)	409 Oakwood Avenue, New Smyrna Beach, Florida 32169	(29.03585, -80.90014)
5)	642 South Pine Street, New Smyrna Beach, Florida 32169	(29.03118, -80.90107)
6)	657 South Pine Street, New Smyrna Beach, Florida 32169	(29.03022, -80.90060)
7)	699 West Street, New Smyrna Beach, Florida 32168	(29.02688, -80.94231)
8)	345 Wildwood Drive, New Smyrna Beach, Florida 32168	(29.01079, -80.96094)

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) 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)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR"

appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

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 affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. 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 C.F.R. 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 C.F.R. 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 C.F.R. 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 Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

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 C.F.R. 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 C.F.R. § 401.2 (a) and the recipient or Sub-recipient 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 Sub-recipient must comply with the requirements of 37 C.F.R. 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 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM 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 of $100,000 or more 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 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

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 II(I); 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. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient 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 Sub-Recipient/subcontractor's Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

As used in this subsection, the term:

- "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

- "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

- "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is “Yes,” provide the information required in the “Total Compensation Paid to Non-Profit Personnel Using State Funds” form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is “No”, move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #:		
Total Contract Amount:		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

THE CITY OF NEW SMYRNA BEACH - ENGINEERING

CONSIDER THE APPROVAL OF THE PEGASUS ENGINEERING CONTRACT REGARDING GRANT SERVICES FOR THE HMGP PROJECT FOR SIX (6) HOMES.

October 27, 2026

Background:

With the initial pre-award and grant initiative being approved by Florida Division of Emergency Management (FDEM) for the FEMA grant to elevate six single family homes that flooded as a result of hurricane Ian the administrative process required as part of the grant conditions (CFR 200) including quarterly reports, requests for reimbursement, contract modifications, requests for reimbursements and project compliance (i.e. programmatic, technical & environmental) is a continuing process with FDEM guidelines provided by the consultant.

Findings:

The scope of project has changed significantly since the initial submittal to FDEM with the majority of homeowners withdrawing from the grant program.

811 Bay Drive opted to apply for Transform386 was approved and made the necessary revisions to elevate the home under that program.
1300 Conrad Drive property owner requested to be removed as an elevation type project and be placed on a demolition/acquisition project which is currently under review as part of Hurricane Milton HMGP initiatives.
2621 Edgewater Avenue and 501 S. Peninsula Avenue signed withdrawal forms and are no longer in the program.
This leaves 513 S. Peninsula Avenue and 610 Washington Street as the two remaining properties participating in the project.

Staff recommends moving forward with Pegasus' services in the amount of $48,720 based on knowing the revisions to the property owner participation and reimbursement of the consultant fees are 100% reimbursable via Subrecipient Management Cost funding through FDEM.

Fiscal Analysis:

There is no fiscal impact to the City, as consultant costs will be reimbursed by FEMA. The associated revenues and expenditures will be budgeted on the City’s books because the City is the grant applicant.

Strategic Plan Item:

No

Staff Report Created By: Kyle Fegley - City Engineer

Attachments:

P-230027 6-Home Elevation 4673-134-R (08-13-2026).pdf
P-230027 6-Home Elevation 4673-134-R Cost Breakdown (08-13-2026).pdf

August 13, 2026 P-230027

Mr. Kyle Fegley, P.E.
City Engineer
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

Re: Elevation of 6 Flood-Prone Homes
Hazard Mitigation Grant Program (HMGP) under Hurricane Ian
FEMA Project No. 4673-134-R (510)

Subj: Post-Award Grant Administration Support Services

Dear Mr. Fegley:

Pegasus Engineering is pleased to submit this proposal for Post-Award Grant Administration Support Services for the Elevation of Six Flood-Prone Homes Project, funded by FEMA through the Hazard Mitigation Grant Program (HMGP), Project No. 4673-134-R. FEMA has approved the project scope of work, resulting in the issuance of a grant agreement that is currently awaiting full execution by the Florida Division of Emergency Management (FDEM). Once the agreement is fully executed, the City will be authorized to move forward with project implementation.

The homes that are part of this elevation project include:

- 811 Bay Drive
- 1300 Conrad Drive
- 2621 Edgewater Avenue
- 501 South Peninsula Avenue
- 513 South Peninsula Avenue
- 610 Washington Street

This elevation project will not be phased by FEMA, which indicates that the Hazard Mitigation Grant Program (HMGP) contract will encompass engineering and design, permitting, construction plans, and elevation work under a single contract.

Given that the Period of Performance end date is May 31, 2028, the City anticipates achieving substantial completion of construction on or before February 29, 2028, to allow sufficient time to complete all required activities and successfully close out the HMGP grant.

This proposal incorporates the following grant management services related to the implementation of the elevation project:

1. Perform a technical review of the grant agreement issued by FDEM, identify the project-specific HMGP grant requirements that the City must comply with, and coordinate with City staff regarding Pegasus' review comments that will require revisions to the draft grant agreement for further coordination with FDEM, if applicable.

2. Assist the City with solicitation documentation reviews, as applicable to the scope of work of this project, and to confirm compliance with Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200, as professional services needed for the implementation of the project are secured.

3. Prepare for and conduct a kick-off meeting with the property owners, City staff, and the selected elevation contractor(s), to discuss project details, including the projected schedule by the selected contractor(s) in anticipation of the elevation services.

4. Coordinate closely with the City, homeowners, elevation contractor, and others as needed and throughout the life of the project to confirm continuous compliance with grant requirements.

5. Participate in a coordination meeting with FDEM, City staff, and the project archaeologist and other environmental and historic preservation specialists, as applicable, regarding compliance with FEMA EHP conditions, including archaeological monitoring, report preparation, documentation review, and follow-up coordination with FDEM.

6. Prepare, review, and distribute the required FEMA forms to property owners and City staff, and collect all necessary signatures, per FEMA requirements.

7. Coordinate with the City and homeowners regarding local match payments and collect financial supporting documentation to submit proof of payment to FDEM.

8. Coordinate with the elevation contractor regarding the progress of the project in anticipation of the quarterly report preparation.

9. Prepare and submit quarterly reports to FDEM, in compliance with the grant agreement requirements and address any Request for Information from FDEM regarding the content of the quarterly reports.

10. Monitor site activities through periodic in-person visits of the project sites.

11. Coordinate with City staff regarding paid invoices, canceled checks, and supporting documentation.

12. Prepare and submit Requests for Reimbursement packets to FDEM and address any Request for Information from FDEM regarding the content of the Requests for Reimbursement.

13. Conduct coordination meetings with FDEM staff throughout the life of the project, and as often as needed per the demands of the project.

14. Prepare and submit to FDEM budget increase requests, Period of Performance end date extension requests and/or scope of work modifications, as necessary, and address any Request for Information from FDEM regarding the content of the documentation submitted.

15. Coordinate with the City and the selected contractors regarding supporting documentation to the final deliverables, and review the documentation collected to ensure compliance with the grant agreement.

16. Coordinate with the property owners and the City regarding the temporary living expenses incurred by the property owners during the construction work, as deemed applicable per project site.

17. Prepare a packet of final deliverables in accordance with the grant agreement, submit the documentation to FDEM for review as part of the grant close-out efforts, and address any Request for Information from FDEM regarding the content of the documentation submitted.

18. Prepare for and participate in a final inspection of the project sites that compose this elevation project to be performed by FDEM.

19. Participate in the Volusia County Local Mitigation Strategy coordination meetings, in representation of the City of New Smyrna Beach.

20. Submit all Work Products electronically to the City of New Smyrna Beach and FDEM.

21. Prepare Status Reports via Monthly Invoices (Project Administration).

The above-described services will be performed for a not-to-exceed fee amount of $48,720. Reimbursable expenses, such as courier, tolls, mileage, photocopies, plotting, and exhibits incurred in connection with the above-described work will be included in the above-quoted in accordance with the following pre-approved schedule of fees.

Senior Project Manager	David Hamstra	$195/hr	48 hrs	$9,360.00
Project Manager	Leylah Saavedra	$185/hr	140 hrs	$25,900.00
Project Engineer	Beth Whikehart	$150/hr	14 hrs	$2,100.00
Senior Designer	Donny Greenough	$130/hr	8 hrs	$1,040.00
Clerical	Amber Tirado	$85/hr	55 hrs	$4,675.00
Clerical	Priscilla Villanueva	$85/hr	55 hrs	$4,675.00
	Other Direct Costs (Reimbursable Project Expenses)			$970.00
			TOTAL:	**$48,720.00**

A detailed breakdown of the man-hour estimate and fee schedule is provided in Attachment 'A'.

Due to the nature of this project, Pegasus anticipates an active collaboration with the City's Building, Purchasing, and Engineering Departments in addition to the City Manager and City Attorney to ensure successful project implementation. As previously stated, Pegasus Engineering staff will assist City staff to efficiently and effectively coordinate with the property owners, as the need arises, throughout the duration of the project.

However, due to the complexity of this project and the unpredictability of the true extent of the required coordination efforts with the property owners and the contractors, Pegasus Engineering reserves the right to request additional authorization(s) in order to bring this project to a successful project completion, should the original budget be exhausted.

We look forward to providing post-award grant administration support services to the City on this important flood protection project for the benefit of the affected property owners. If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

Sincerely,

PEGASUS ENGINEERING, LLC

David W. Hamstra, P.E.
Stormwater Department Manager

cc: Jesse Meyers, City of New Smyrna Beach
Leylah Saavedra, Pegasus Engineering, LLC

City of New Smyrna Beach
Elevation of 6 Flood-Prone Homes
Hazard Mitigation Grant Program (HMGP)
FEMA Project No. 4673-134-R (510)

Post-Award Grant Administration Support Services

Approved for Pegasus Engineering, LLC

Fursan Munjed, P.E.	Principal Officer's Title	August 13, 2026 Date

Proposal is hereby accepted and authorization to proceed is hereby given.
(Please return one executed copy of this proposal for our Pegasus Engineering records).

City of New Smyrna Beach Authorized Signature	City of New Smyrna Beach Officer's Title	Date

ATTACHMENT "A"

Manhour and Fee Estimate for the
ELEVATION OF SIX FLOOD PRONE HOMES
AS PART OF THE HAZARD MITIGATION GRANT PROGRAM UNDER HURRICANE IAN
GRANT ADMINISTRATION SUPPORT SERVICES
FEMA HMGP PROJECT No. 4673-134-R

	Task Description [Effective Date: August 13, 2026]	Sr. Project Manager (Hamstra, P.E.)	Project Manager (Saavedra, P.E.)	Project Engineer (Whikehart, P.E.)	Senior Designer (Greenough)	Clerical (Staff)	Task Hours	Task Fees
	Billable Rates [Contract No. RFQ 12-17-ENG]	$195.00	$185.00	$150.00	$130.00	$85.00		
1	Grant Agreement		4			2	6	$910.00
2	Procurement Compliance		8		2	4	14	$2,080.00
3	Project Initiation		4		2	2	8	$1,170.00
4	Ongoing Compliance	4	8	4		6	22	$3,370.00
5	Environmental & Historic Preservation		4			4	8	$1,080.00
6	FEMA Documentation		4			4	8	$1,080.00
7	Local Match		4			4	8	$1,080.00
8	Progress Tracking		8			4	12	$1,820.00
9	Quarterly Reporting		8			4	12	$1,820.00
10	Site Monitoring	12	12			6	30	$5,070.00
11	Financial Documentation		2			6	8	$880.00
12	Reimbursement		8			8	16	$2,160.00
13	FDEM Coordination	4	8			4	16	$2,600.00
14	Grant Amendments		12	4		6	22	$3,330.00
15	Final Deliverables		8		2	4	14	$2,080.00
16	Temporary Living Expenses		12			6	18	$2,730.00
17	Grant Closeout		12	6	2	12	32	$4,400.00
18	Final Inspection	4	8			8	20	$2,940.00
19	Mitigation Strategy Coordination	8	4			4	16	$2,640.00
20	Work Product Submission		2			4	6	$710.00
21	Project Administration	16				8	24	$3,800.00
	TASK HOURS	48	140	14	8	110	320	
	TASK LABOR COSTS	$9,360.00	$25,900.00	$2,100.00	$1,040.00	$9,350.00	$47,750.00	$47,750.00
	PERCENT BREAKDOWN	19.6%	54.2%	4.4%	2.2%	19.6%	100.0%	

Breakdown in Fees

(1) Labor Costs	=	$47,750.00
(2) Reimbursable Expenses	=	$970.00
TOTAL HOURLY NOT TO EXCEED AMOUNT	=	**$48,720.00**

Pegasus ENGINEERING

ATTACHMENT "A"

Manhour and Fee Estimate for the
ELEVATION OF SIX FLOOD PRONE HOMES
AS PART OF THE HAZARD MITIGATION GRANT PROGRAM UNDER HURRICANE IAN
GRANT ADMINISTRATION SUPPORT SERVICES
FEMA HMGP PROJECT No. 4673-134-R

(CONTINUATION)

	Anticipated Task	Task Description
1	Grant Agreement	Review the FDEM grant agreement, identify City compliance obligations, and coordinate any needed revisions with City staff and FDEM.
2	Procurement Compliance	Review applicable solicitation documents to confirm that project professional-services procurements meet federal standards and required contract provisions.
3	Project Initiation	Plan and lead a project kick-off meeting covering project details and the anticipated elevation schedule.
4	Ongoing Compliance	Maintain project-wide coordination to support continuous compliance with grant requirements.
5	Environmental & Historic Preservation	Coordinate with FDEM and project specialists to satisfy FEMA environmental and historic preservation conditions, including archaeological monitoring and reporting.
6	FEMA Documentation	Prepare and distribute required FEMA forms and obtain all required property-owner and City signatures.
7	Local Match	Coordinate local-match payments and collect proof-of-payment documentation for submission to FDEM.
8	Progress Tracking	Track construction progress with the elevation contractor to support quarterly reporting.
9	Quarterly Reporting	Prepare and submit required quarterly reports and respond to FDEM requests for additional information.
10	Site Monitoring	Monitor project activities through periodic in-person site visits.
11	Financial Documentation	Coordinate collection of paid invoices, canceled checks, and related supporting records.
12	Reimbursement	Prepare and submit reimbursement request packets and address FDEM information requests.
13	FDEM Coordination	Hold coordination meetings with FDEM and City staff as project needs arise.
14	Grant Amendments	Prepare and submit budget, schedule, or scope modification requests and respond to related FDEM questions.
15	Final Deliverables	Coordinate and review contractor support documents to confirm final deliverables comply with the grant agreement.
16	Temporary Living Expenses	Coordinate documentation of eligible temporary living expenses incurred by property owners during construction.
17	Grant Closeout	Compile and submit the grant closeout package and address FDEM requests for additional information.
18	Final Inspection	Prepare for and participate in FDEM's final inspection of all project sites.
19	Mitigation Strategy Coordination	Represent the City at Volusia County Local Mitigation Strategy coordination meetings.
20	Work Product Submission	Submit all completed work products electronically to the City and FDEM.
21	Project Administration	Provide project status reports through monthly invoices.

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

CONSIDER THE APPROVAL OF A FIRST RENEWAL AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR REFEREE MANAGEMENT SERVICES BETWEEN THE CITY OF NEW SMYRNA BEACH AND AMERICAN SPORTS OFFICIALS INC.

October 27, 2026

Background:

The City and American Sports Officials Inc entered into a certain Professional Services Agreement for Referee Management Services dated August 8, 2023, arising from RFP 22-23-LS (the "Agreement"); and the Agreement provided for an initial three-year term ending August 7, 2026, and two optional one-year renewals. The initial term has expired, and the Parties desire to exercise the first optional one-year renewal retroactively, effective August 8, 2026, to continue the Agreement without a lapse in contractual coverage ending on August 7, 2027.

Findings:

Staff recommends the approval of the first renewal amendment to the agreement for referee management services between the City of New Smyrna Beach and American Sports Officials Inc., for a term of one year effective August 8, 2026 and ending on August 7, 2027.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

NSB Original Contract and RFP document.pdf
NSB 2026 Renewal Agreement.pdf
COI 2026-27.pdf

American Sports Officials, Inc. Contract For Referee Management Services

THIS AGREEMENT is made and entered into this 8th day of August, 2023, by and between **American Sports Officials, Inc.**, duly authorized to conduct business in the State of Florida and whose address is 1994 Spruce Creek Circle N, Port Orange, FL 32128, hereinafter, called "CONSULTANT," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the BID/RFP #22-23-LS, Referee Management Services, **FOR THE CITY OF NEW SMYRNA BEACH** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between the individual City and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

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

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled BID/RFP #22-23-LS, Referee Management Services, and in the Consultant's submitted Proposal.

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

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

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

SECTION 5. COMPONENT PARTS OF THE CONTRACT. This Contract consists of the following contract documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

A. City Advertised Bid
B. Addendums
C. Award Bid Proposal
D. Certificate of Insurance
E. Presentation of Services
F. Fee Proposal

SECTION 6. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. RIGHTS AT LAW RETAINED. The rights and remedies of the City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 8. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Kelly McQuillen, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

For Consultant:

JOHN LAVIN CFO
(Name, Title)
AMERICAN SPORTS OFFICIALS, INC.
(Company)
1994 SPRUCE CREEK CIR N.
(Address)
PORT ORANGE, FL. 32128
(City, State, Zip)
(386) 682-9156
(Phone)

Contractor's Initials:

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

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

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

SECTION 12. EFFECT OF FAILURE TO INSIST ON STRICT 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

Monica Wiech
Authorized Signature

Monica Wiech,
Print Name and Title

American Sports Officials, Inc.

Authorized Signature

John Lavin CFO
Print Name and Title

Date: 8/8/23

ATTEST

Kelly McQuillen
Kelly McQuillen, City Clerk

CITY OF NEW SMYRNA BEACH

Fred E. Cleveland, Mayor

Date: August 8, 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: 8/15/2023

Contractor's Initials

RFP 22-23-LS

REFEREE MANAGEMENT SERVICES

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

https://www.cityofnsb.com/

RELEASE DATE: May 24, 2023
DEADLINE FOR QUESTIONS: June 9, 2023
RESPONSE DEADLINE: June 26, 2023, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:
https://procurement.opengov.com/cityofnsb

City of New Smyrna Beach

RFP 22-23-LS

Referee Management Services

I. Public Notice .....
II. Introduction .....
III. General Information and Terms/Conditions .....
IV. Description of Services .....
V. Submittal Requirements .....
VI. Evaluation Criteria .....
VII. Insurance Requirements .....
VIII. Required Responses .....

Attachments:

A - Public Records
B - Required Form - Fee Proposal
C - Required City Forms - Notarized
D - Required City Forms - Non-Notarized
G - Required Form - Fee Proposal

I. PUBLIC NOTICE

22-23-LS

Referee Management Services

The City of New Smyrna Beach, Florida is requesting proposals from qualified companies or individuals interested in providing Referee Management Services as listed in the City's specifications.

Solicitation documents can be obtained through the City's eProcurement Portal found at OpenGov: https://procurement.opengov.com/portal/cityofnsb.

End of Advertisement

Publish: Daytona News Journal, Wednesday, May 24, 2023
City website: www.cityofnsb.com
OpenGov: https://procurement.opengov.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 package 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.

For purposes of this solicitation the terms "Contractor", “Proposer,” “Respondent” and/or “Vendor,” are used interchangeably, and are in reference to the person or entity submitting the response to this solicitation.

II.A Summary

The City of New Smyrna Beach (herein after, “City”) has issued this Request for Proposals (hereinafter, “RFP”) for 22-23-LS Referee Management Services, with the sole purpose and intent of obtaining proposals from qualified companies or individuals to provide officiates and scorekeepers for various sport leagues and tournaments. Proposals shall be in accordance with all specifications, terms, and conditions contained within this document. The successful proposer will hereinafter be referred to as the "Contractor".

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.

The City of New Smyrna is exempt from any and all state, local and federal taxes.

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	May 24, 2023
Deadline for Written Questions	June 9, 2023, 5:00pm
Proposal Submission Deadline	June 26, 2023, 5:00pm

Opening of Submittals	June 27, 2023, 9:00am Eastern Standard Time Microsoft Teams Meeting, Call in (audio only) 786-636-1338, United States Phone Conference ID: 256 575 780#
Evaluation Meeting	July 6, 2023 11:00 AM, Eastern Standard Time Microsoft Teams Meeting Call in (audio only) +1 786-636-1338, United States Phone Conference ID: 841 271 433#
Recommendation of award to City Commission	August 8, 2023

III. GENERAL INFORMATION AND TERMS/CONDITIONS

III.A Ambiguity, Conflict, or Other Errors

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 the City's e-Procurement portal. 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.

III.B 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.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.

The city has the sole discretion and reserves the right to cancel or withdraw this solicitation at any time for any reason, to reject any/all proposals, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the city to do so.

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.

III.D 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 and/or any member of the Evaluation Committee 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(s) and the City Commission refers the item back to the City Manager, Procurement Department and/or the requesting Department further review or otherwise 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, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Commission member, the City Manager and/or any member of the evaluation committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

III.E Conflict of Interest

Submitted proposals shall include a completed Conflict-of-Interest Affidavit provide as an attachment in Section 9 of this solicitation. Disclosure of any potential or actual conflict of interest is subject to city staff review and does not in and of itself disqualify a firm from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

III.F Evaluation of Submittals

An evaluation committee consisting of city staff shall review and score each proposal individually.

Presentations or demonstrations may be scheduled with the top-ranked respondents. The final recommendation will be based on the overall scores and consensus of the committee.

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

If made, the recommendation of award will be made to the best overall respondent whose proposal is most advantageous to the city, taking into consideration the evaluation factors set forth in this RFP. The city will not use any other factors or criteria in the evaluation process.

III.G E-Verify

The E-Verify System means an - system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

In accordance with, §448.095, Florida Statutes, the VENDOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If the VENDOR enters into a contract with a subcontractor performing work or providing services on its behalf, the VENDOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

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 CITY. Failure to comply with this provision is a material breach of an Agreement, and the CITY may choose to terminate the Agreement at its sole discretion. The VENDOR may be liable for all costs associated with the CITY securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

III.H 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.I RFP Opening

Sealed Proposals will remain sealed until the date and time of opening listed in Section 2. Proposals will be publicly opened, and the names of the proposers will be read aloud. No discussion of the Proposals will occur at this time. Proposals received after the designated time shall not be accepted.

III.J 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. Respondents shall take special note of this as it relates to any proprietary information that might be included in its submittal.

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 contractor does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

If respondents have 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 386/410-2631, 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 Vendor 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 Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor 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.

III.K 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.L 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.M 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.

III.N Inquiries

All questions related to this RFP shall be submitted in writing via the OpenGov Question/Answer Tab via the City's e-Procurement portal, on or before, 'Question & Answer Submission Date by 'Question & Answer Submission Time. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

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

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.

III.O 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.P Judgements/Legal Findings

By submitting a proposal for consideration, the proposer 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.Q 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.R Liability

The City of New Smyrna Beach assumes no responsibility for the cost of preparing a response to this solicitation. The awarded contractor 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 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 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 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.S Method of Source Selection

The City of New Smyrna Beach is using the competitive sealed proposal methodology of source selection for this procurement, as authorized by the City Purchasing Policy.

III.T On-line Provider Disclaimer

It is recommended that respondents register and maintain their registration with OpenGov at www.OpenGov.com. This is a third-party provider that provides a platform to communicate solicitation information to the Public. OpenGov does not represent the City nor does communications through this provider constitute communications to the city. The City of New Smyrna Beach is not responsible for errors and omissions occurring in the transmission or downloading of any documents from the online website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

III.U 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. The City expects prompt and accurate service from our contractors/vendors, and it shall pay their invoices promptly and accurately.

III.V Pre-Proposal Meeting

There will be no pre-proposal conference for this solicitation.

III.W Principals/Collusion

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

III.X 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.

III.Y 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.

III.Z Proposal Due Date

Submittals shall be received prior to 5:00 pm on Monday, June 26, 2023. Submittals shall be submitted through the City's e-Procurement Portal.

Submittals received after the designated time will not be permitted or accepted. 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.

III.AA 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 shall 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.BB 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."

III.CC 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.

III.DD 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, OpenGov. There is no charge to register with OpenGov and/or to participate in the solicitation process.

III.EE Requests for Clarification

The city may, as it deems necessary, conduct discussions with responsible respondents for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

Requests by the Purchasing Coordinator to a proposer(s) for clarification of a submittal(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 proposal.

III.FF Single Proposal

Each Proposer must submit, with their bid, the required forms included in this solicitation. 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 solicitation.

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

III.GG 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.HH 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.

III.II 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.JJ Validity of Submittal

Submittals cannot be withdrawn after they are filed unless the respondent makes their request in writing to the city prior to the time set for the closing of RFP.

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

IV. DESCRIPTION OF SERVICES

IV.A General Description of Services

The City of New Smyrna Beach is requesting proposals from qualified and experienced contractors or individuals, licensed to practice in the State of Florida, with demonstrated skills and experience in Referee Management Services.

It is the intent of this solicitation to engage with one contractor to provide officiate and scorekeepers for youth and adult athletic leagues.

These services will be on an as need basis and will vary throughout the year. Estimated games include, but not limited to:

Youth Sports

Flag Football: Winter (January & February), Approximately 210 games

- 8 Yrs Old and Under: 1 official each game
- 10 Yrs Old and Up: 2 Officials each game

Baseball: Fall (September to November) and Spring (February to May), Approximately 144 games

- 10 Yrs Old and Under: 1 official each game
- 12 Yrs Old Up: 2 Officials each game

Basketball: Winter (October to December) and Summer (May to August), Approximately 110 games

- 8 Yrs Old and Under and 10 Yrs Old and Under: 1 official each game
- 12 Yrs Old and Under and 12 Yrs Old and Up: 2 Officials each game

Senior Sports (55 and up)

- Softball: Year-round, approximately 276 games, 1 official per game.

Future offerings may include, but not limited to:

- Adult slow pitch baseball/softball

- Adult Basketball
- Adult Flag Football
- Adult Kickball
- Adult Soccer
- Adult Volleyball

Leagues and/or tournaments may be added and or subtracted during the contract year. Sufficient notice of at least 90 minutes prior to game time will be provided.

IV.B Personnel Services

The awarded contractor shall provide the following personnel services, but not limited to:

A. **Background checks:** All officials utilized for the city shall complete an FDLE Level 1 Background Screening. The contractor is responsible for background checks of all Officials and/or Scorekeepers in accordance with Section 435.03 of the Florida Statutes. The city reserves the right to view all background checks upon request.

B. **Hiring agent of qualified and certified Officials:** The contractor provider shall hire qualified and certified officials that are authorized and required to enforce all pertinent rules and bylaws established for various sports leagues, with no deviation. Officials Association Rules which may pertain are Babe Ruth League, National Collegiate Athletic Association (NCAA), National Federation of State High School Association (NFHS) and Florida Youth Basketball Association. The provider shall abide by the rules and regulations as written in the City of New Smyrna Beach rulebooks. If the provider assigns a first-year official to a game, a veteran official (2-3 years' experience) shall be assigned with him or her. Officials 16 years – 18 years shall have a veteran working with them at all times.

C. **Provide Officials for all games and/or events:** Prior to the beginning of each season/league, a list of all certified officials shall be provided to the City of New Smyrna Beach Leisure Services Director. In addition, the provider shall provide a schedule of officials for each site, each season/league, once booking is completed.

D. **Provide payroll and payment services for each Official/Scorekeeper.**

E. **Process and maintain 1099/1096 reporting for Officials/Scorekeepers.**

F. **Provide a dedicated Account Manager to the city who shall be the main point of contact for the city.**

IV.C League Schedule

Prior to the beginning of each season/league, a list of all officials shall be provided to the City of New Smyrna Beach Leisure Services Director.

The league schedules shall dictate the number of officials required for that day. Cancelled games shall be rescheduled at the end of the season on their regularly scheduled day. Cancelled games may be rescheduled for alternate dates if agreed upon by the provider and the City of New Smyrna Beach Leisure Services.

No show: In the event an official does not show for a game, the awarded provider shall provide a written statement as to the reason for the "no-show". Acceptable reasons shall be deemed as an automobile accident, illness, or a similar situation; however, a continuing "no show" situation shall be considered a performance issue and contract cancellation, or denial of official may result for non-performance. The provider must have an official on standby to fill-in in the event that an official does not show for a game.

IV.D Contract

It is the city's intent to enter into one agreement with one company for an initial term of three (3) years with two (2) optional one (1) year periods for renewal, upon approval of commission. Prices shall not increase in the first three years of the contract. However, requests for a price increase can be submitted to the City ninety (90) days prior to renewal. Price increase requests shall be accompanied by applicable supporting documentation.

Assignment: The awarded contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the city.

IV.E Minimum Qualifications

- Proposers shall be licensed to do business in the State of Florida and submit an "Active" report from the Division of Corporations Florida Department of State.
- The awarded contractor is required to possess a Volusia County 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 you have questions regarding required professional licenses and Business Tax Receipt, contact the Building Department, (386) 410-2800.

V. SUBMITTAL REQUIREMENTS

Firms submitting a response shall be in strict compliance with the requirements listed herein. Failure to comply with all provisions of this solicitation may result in disqualification.

V.A Response Format

The proposal shall be deemed an offer to provide services to the City. In submitting a proposal, the Proposer 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 the contract is awarded to him/her, he/she shall perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of the 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.

V.B Introduction and Management Summary

At a minimum shall include:

An introduction and management summary of not more than two (2) pages that highlight each of the key areas of the proposal and that summarizes the Proposer's experience and qualifications as to why they shall be selected to provide referee management services to the city.

Managment summary shall be signed by a corporate officer or principal authorized to obligate the company contractually. The letter shall include the business address, telephone number, facsimile number and e-mail that the City can contact for additional information. The respondent or authorized representative is attesting that the information provided is current and factual.

- Cover page representing the company that is submitting a proposal.
- A brief profile of the company to include the legal name (former name, if applicable); history; business structure; designation of the legal entity by which business operates (sole proprietor, partnership, corporate, LLC, etc.); type of ownership (small business, small, disadvantaged business or women-owned business); length of company's existence; locations of their parent company, branch or subsidiary and total number of personnel.
- Number of years in business
- Number of years in business in the State of Florida.

V.C Experience and Qualifications

At a minimum shall include:

The size of the company, years 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.

V.D References

On company letterhead, proposers must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this solicitation on company letterhead. The City of New Smyrna Beach is not to be used as a reference.

The City of New Smyrna Beach shall not be listed as a reference. Information must be current, and the city must be able to contact references for verification as part of the evaluation process).

V.E Fees Proposal

The Fee Proposal for in section 9 is required to be completed and submitted through the OpenGov system. 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.

V.F 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.

V.G 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 solicitation. The city shall seek to identify the submittal(s) which shall best meet the needs of the city as determined from the responses received.

A selected group of proposers may be required to make an oral presentation to the committee. Such presentation shall provide an opportunity for the proposers to clarify the information provided in their submittal. Oral presentations, if any, shall be considered in conjunction with the submitted data by the committee. The committee shall present its recommendation to the City Commission, which has the authority to make the final determination and award contracts.

The evaluation criteria may be modified for the oral presentation portion of the evaluation.

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

EVALUATION CRITERIA MAXIMUM POSSIBLE POINTS

Introduction and Letter of Interest 30

Experience and Qualifications 30

References 10

Fee Proposal 30

TOTAL POSSIBLE POINTS 100

V.H Other Related Documents

Firm promotional material may also be included as supplemental information; however, it will not be considered as a substitute for the proposal.

V.I Complete Copy of Submittal

Please upload as one (1) PDF document a complete copy of the proposal, including cover page, information related to each evaluation criteria, City required forms, and addendums.

Proposal must be in a professional format and signed by an authorized officer of your organization. **Please do not include the City of New Smyrna Beach advertised bid.**

VI. EVALUATION CRITERIA

An evaluation committee shall independently review and score each proposal based on the evaluation criteria set forth in the section of this document titled Evaluation Criteria.

Presentations or demonstrations may be scheduled for the top-ranked firm(s) and/or obtain guidance from third party subject matter experts. If an award of contract is recommended it will be based on the combined scores from the proposal review and presentations, if applicable. The consensus of the committee will be the deciding factor on how to move forward.

A submission of a proposal to the city, or a receipt of a proposal by the city, offers no rights upon the professional consultant nor obligates the city in any manner. Acceptance of a proposal does not guarantee issuance of any other governmental approvals.

No.	Evaluation Criteria	Scoring Method	Weight (Poi
1.	**Introduction and Management Summary**	Points Based	30 *(30% of Tot*
2.	**Experience and Qualifications**	Points Based	30 *(30% of Tot*
3.	**References**	Points Based	10 *(10% of Tot*
4.	**Fee Proposal**	Points Based	30 *(30% of Tot*

VII. INSURANCE REQUIREMENTS

VII.A 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.

Statement of Insurance Compliance Form provided in the Attachment Section shall be completed and submitted with proposal.

VII.B Insurance Requirements

The selected Firm or Individual will be required to name the City as an additional named insured with the following minimum coverages.

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 Disease 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
   $2,000,000 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. **Comprehensive Business Automobile Liability:** Includes all owned, hired and non-owned automobiles. Insurance shall be maintained by the selected provider 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.

If the provider maintains broader coverage and/or higher limits than the minimums shown above, The City of New Smyrna Beach requires and shall be entitled to the broader coverage and/or the higher limits maintained by the provider.

Cancellation: Thirty (30) days written notice of cancellation is required to Certificate Holder

Certificate Holder:

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

VIII. REQUIRED RESPONSES

VIII.A Public Records*

Applicant must respond confirming they have received a copy of the Public Records Act, located in the attachment section.

☐ Please confirm
*Response required

VIII.B 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

VIII.C Title of Position and Company Name*

Please provide the title of the Prime Proposer and company name of the organization.

*Response required

VIII.D Employer Identification Number**

Please provide the Employer Identification Number.

*Response required

VIII.E Proposer's Certification*

I have carefully examined this solicitation in its entirety, including but not limited to the qualifications, scope of services, and all other documents accompanying or made a part of this document.

I hereby propose to furnish the services specified herein at the prices, rates or discounts quoted in my proposal.

I agree that my proposal will remain firm for a period of up to one hundred eighty (180) 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

VIII.F Professional Services Agreement*

Proposer acknowledges, that the selected Professional Consultant(s) shall be required to sign a standard City contract within four-teen (14) days of Notice of Selection for Award.

☐ Please confirm
*Response required

VIII.G Potential Conflict of Interest*

- Upload any documentation/information which may be a potential conflict of interest due to other clients, contracts, or property interest
- Or, on company letterhead, upload a statement that no potential conflicts exist.

*Response required

VIII.H Potential Conflict 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

VIII.I Acknowledgment of Insurance Requirements*

By submitting a response to this solicitation, the Proposer acknowledges the required insurance conditions listed herein.

The proposer shall be required to submit their Certificate(s) of Insurance to the City of New Smyrna Beach no later than 24 hours following the selection of the recommended consultant(s). Failure to do so shall be just cause for forfeiture of the proposal guaranty.

☐ Please confirm
*Response required

VIII.J Introduction and Management Summary *

Please upload as one (1) PDF document documents pertaining to the submittal requirements: Introduction and Executive Summary.

*Response required

VIII.K Experience and Qualifications*

Please upload as one (1) PDF document documents pertaining to the submittal requirements: Experience and Qualifications.

*Response required

VIII.L References*

Please upload as one (1) PDF document documents pertaining to the submittal requirements: References

*Response required

VIII.M Fee Proposal*

Upload a detailed list of fees per official, game, and league

*Response required

VIII.N City Required Forms: Notarized, non-notarized, and addendums*

Upload as one (1) PDF document the COMPLETED required forms provided in the Attachment Section of this solicitation and all signed Addendums.

- Notarized forms
- Non-notarized forms
- Signed Addendums (if applicable)

*Response required

VIII.O Complete Copy of Submittal*

Please upload as one (1) PDF document a complete copy of the submittal, including:

Cover page with company log

Documentation submitted for each evaluaton criteria

Introduction and Management Summary
Experience and Qualifications
References
Fee Proposal

Fee with the submitted price spelled out in letters and signed. The uploaded price proposal must be the same price submitted within OpenGov in Section VII. 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.

Please do not include the City of New Smyrna Beach advertised bid.

*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.

RFP 22-23-LS: REFEREE MANAGEMENT SERVICES

FEE PROPOSAL

Document must be signed by an authorized Officer within your organization

YOUTH: FLAG FOOTBALL, WINTER (JANUARY - FEBRUARY) APPROXIMATELY 210 GAMES							
Age Group	**# of Officials**	**Officiates**			**Scorekeeper**		
		Price Per Official	**Price Per Game**	**Price Per League**	**Price Per Scorekeeper**	**Price Per Game**	**Price Per League**
8 Yrs Old and Under	1						
10 Yrs Old and Up	2						

YOUTH: BASEBALL, FALL (SEPTEMBER TO NOVEMBER) AND SPRING (FEBRUARY TO MAY) APPROXIMATELY 144 GAMES							
Age Group	**# of Officials**	**Officiates**			**Scorekeeper**		
		Price Per Official	**Price Per Game**	**Price Per League**	**Price Per Scorekeeper**	**Price Per Game**	**Price Per League**
10 Yrs Old and Under	1						
12 Yrs Old and UP	2						

YOUTH: BASKETBALL, WINTER (OCTOBER TO DECEMBER) AND SUMMER (MAY TO AUGUST) APPROXIMATELY 110 GAMES							
Age Group	**# of Officials**	**Officiates**			**Scorekeeper**		
		Price Per Official	**Price Per Game**	**Price Per League**	**Price Per Scorekeeper**	**Price Per Game**	**Price Per League**
8 Yrs Old and Under	1						
10 Yrs Old and Under	1						
12 Yrs Old and Under	2						
12 Yrs Old and UP	2						

SENIOR: SOFTBALL, YEAR-ROUND APPROXIMATELY 276 GAMES							
Age Group	**# of Officials**	**Officiates**			**Scorekeeper**		
		Price Per Official	**Price Per Game**	**Price Per League**	**Price Per Scorekeeper**	**Price Per Game**	**Price Per League**
55 and UP	1						

Name of Company: _____

Signed: _____

Name of Indvidual & Title of Position: _____

RFP 22-23-LS: REFEREE MANAGEMENT SERVICES

FEE PROPOSAL

Document must be signed by an authorized Officer within your organization

FUTURE OFFERINGS							
SPORT/LEAGUE	**# of Officials**	**Officiates**			**Scorekeeper**		
		Price Per Official	**Price Per Game**	**Price Per League**	**Price Per Scorekeeper**	**Price Per Game**	**Price Per League**
Adult Slow Pitch Baseball/softball							
Adult Basketball							
Adult Flag Football							
Adult Kickball							
Adult Soccer							
Adult Volleyball							

PROVIDE PRICING FOR OTHER LEAGUES NOT LISTED							
SPORT/LEAGUE	**Number of Officials**	**Officiates**			**Scorekeeper**		
		Price Per Official	**Price Per Game**	**Price Per League**	**Price Per Scorekeeper**	**Price Per Game**	**Price Per League**

Name of Company: _____

Signed: _____

Name of Indvidual & Title of Position: _____

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 **RFP 22-23-LS, Referee Management Services.**
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 _____ 2021.

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: _____

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

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_____, 2022.

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

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___. S/He is personally known to me or has produced

_____As identification.

_____

Notary Public

My commission expires:_____

VENDOR INFORMATION

BID #:	
BID TITLE:	

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**

RFP 22-23-LS: REFEREE MANAGEMENT SERVICES

FEE PROPOSAL

Document must be signed by an authorized Officer within your organization

YOUTH: FLAG FOOTBALL, WINTER (JANUARY - FEBRUARY) APPROXIMATELY 210 GAMES							
Age Group	**# of Officials**	**Officiates**			**Scorekeeper**		
		Price Per Official	**Price Per Game**	**Price Per League**	**Price Per Scorekeeper**	**Price Per Game**	**Price Per League**
8 Yrs Old and Under	1						
10 Yrs Old and Up	2						

YOUTH: BASEBALL, FALL (SEPTEMBER TO NOVEMBER) AND SPRING (FEBRUARY TO MAY) APPROXIMATELY 144 GAMES							
Age Group	**# of Officials**	**Officiates**			**Scorekeeper**		
		Price Per Official	**Price Per Game**	**Price Per League**	**Price Per Scorekeeper**	**Price Per Game**	**Price Per League**
10 Yrs Old and Under	1						
12 Yrs Old and UP	2						

YOUTH: BASKETBALL, WINTER (OCTOBER TO DECEMBER) AND SUMMER (MAY TO AUGUST) APPROXIMATELY 110 GAMES							
Age Group	**# of Officials**	**Officiates**			**Scorekeeper**		
		Price Per Official	**Price Per Game**	**Price Per League**	**Price Per Scorekeeper**	**Price Per Game**	**Price Per League**
8 Yrs Old and Under	1						
10 Yrs Old and Under	1						
12 Yrs Old and Under	2						
12 Yrs Old and UP	2						

SENIOR: SOFTBALL, YEAR-ROUND APPROXIMATELY 276 GAMES							
Age Group	**# of Officials**	**Officiates**			**Scorekeeper**		
		Price Per Official	**Price Per Game**	**Price Per League**	**Price Per Scorekeeper**	**Price Per Game**	**Price Per League**
55 and UP	1						

Name of Company: _____

Signed: _____

Name of Indvidual & Title of Position: _____

RFP 22-23-LS: REFEREE MANAGEMENT SERVICES

FEE PROPOSAL

Document must be signed by an authorized Officer within your organization

FUTURE OFFERINGS							
SPORT/LEAGUE	**# of Officials**	**Officiates**			**Scorekeeper**		
		Price Per Official	**Price Per Game**	**Price Per League**	**Price Per Scorekeeper**	**Price Per Game**	**Price Per League**
Adult Slow Pitch Baseball/softball							
Adult Basketball							
Adult Flag Football							
Adult Kickball							
Adult Soccer							
Adult Volleyball							

PROVIDE PRICING FOR OTHER LEAGUES NOT LISTED							
SPORT/LEAGUE	**Number of Officials**	**Officiates**			**Scorekeeper**		
		Price Per Official	**Price Per Game**	**Price Per League**	**Price Per Scorekeeper**	**Price Per Game**	**Price Per League**

Name of Company: _____

Signed: _____

Name of Indvidual & Title of Position: _____

FIRST RENEWAL AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT FOR REFEREE MANAGEMENT SERVICES
AMERICAN SPORTS OFFICIALS, INC.

THIS FIRST RENEWAL AMENDMENT (the "Amendment") is entered into by and between the CITY OF NEW SMYRNA BEACH, a Florida municipal corporation (the "City"), and AMERICAN SPORTS OFFICIALS, INC. (the "Contractor"). The City and the Contractor may each be referred to as a "Party" and collectively as the "Parties."

WHEREAS, the Parties entered into that certain Professional Services Agreement for Referee Management Services dated August 8, 2023, arising from RFP 22-23-LS (the "Agreement"); and

WHEREAS, the Agreement provided for an initial three-year term ending August 7, 2026, and two optional one-year renewals; and

WHEREAS, the initial term has expired, and the Parties desire to exercise the first optional one-year renewal retroactively, effective August 8, 2026, to continue the Agreement without a lapse in contractual coverage.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are incorporated into this Amendment.

2. **Execution; Amendment Effective Date; Renewal Term.** This Amendment shall be executed as of the date on which it has been signed by both Parties and all approvals required by the City have been obtained (the "Amendment Effective Date"). The Amendment Effective Date shall be the date on which this Amendment becomes legally binding and shall not be construed as the date on which the renewal term commenced. Subject to the foregoing execution and approval requirements, the Parties agree to renew and extend the Agreement for one additional one-year term beginning retroactively on August 8, 2026, and ending on August 7, 2027 (the "Renewal Term"). The retroactive commencement of the Renewal Term is intended solely to provide continuity under the Agreement following expiration of the initial term and does not represent that this Amendment was executed or approved before the Amendment Effective Date.

3. **Ratification.** Except as expressly modified by this Amendment, the Agreement, including its attachments, addenda, and incorporated procurement documents, is ratified and remains unchanged and in full force and effect. The Parties ratify and confirm their respective performance under the Agreement on and after August 8, 2026.

4. **Conflict.** If a conflict exists between this Amendment and the Agreement, this Amendment controls. Capitalized terms not defined in this Amendment have the meanings assigned in the Agreement.

5. **Counterparts and Electronic Signatures.** This Amendment may be executed in counterparts, each of which is deemed an original and all of which together constitute one instrument. Electronic and facsimile signatures shall have the same force and effect as original signatures.

6. Authority. Each person signing this Amendment represents that he or she is duly authorized to execute and deliver this Amendment on behalf of the Party for whom the person signs.

7. Anti-Human Trafficking Affidavit. As a condition precedent to the City's execution of this Amendment, the Contractor shall execute and deliver the Anti-Human Trafficking Affidavit attached to this Amendment as **Exhibit "A"** and incorporated herein by reference. The affidavit shall comply with section 787.06(13), Florida Statutes, be signed under penalty of perjury by an officer or representative authorized to bind the Contractor, and attest that the Contractor does not use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: _____

AMERICAN SPORTS OFFICIALS, INC.

By: _____
John Lavin, CFO

Date: 10/5/26

Attest: _____
Sharon Taylor-Harding, City Clerk

APPROVED AS TO CORRECTNESS AND FORM:

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

END OF FIRST RENEWAL AMENDMENT

EXHIBIT "A"
ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, JOHN F. LAVIN, as CFO of AMERICAN SPORTS OFFICIALS, INC. (the "Contractor"), am authorized to make this affidavit on behalf of and bind the Contractor.

Pursuant to section 787.06(13), Florida Statutes, and under penalty of perjury, I attest that the Contractor does not use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes.

I understand that a false statement in this affidavit may subject me and the Contractor to penalties provided by law.

AMERICAN SPORTS OFFICIALS, INC.

By: _____
Print Name: JOHN F. LAVIN
Title: CFO
Date: 10/5/26

STATE OF FLORIDA
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization this 6th day of October, 2026, by John F. Lavin, as _____ of AMERICAN SPORTS OFFICIALS, INC., who is ☒ personally known to me or ☐ produced _____ as identification.

_____
Notary Public, State of Florida
Print Name: Monica Wiech
Commission No.: HH 482882
My Commission Expires: 3/17/2028

Notary Public State of Florida
Monica Wiech
My Commission HH 482882
Expires 3/17/2028

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/09/2026

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: Scott Mauldin
Sun Insurance Services, Inc. 7680 Universal Blvd., Suite 198 Orlando FL 32819	PHONE (A/C, No, Ext): (407) 781-1600 FAX (A/C, No): (321) 445-4667 E-MAIL ADDRESS: scott@suninsuranceservices.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : MESA UNDERWRITERS SPECIALTY INSURANCE
INSURED American Sports Officials Inc 1994 Spruce Creek Circle N Port Orange FL 32128	INSURER B : 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: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	x		MP000900900173308	03/14/2026	03/14/2027	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 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [ ] Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

City of New Smyrna Beach is named as additional insured when required by written contract.

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

Scott Mauldin

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THE CITY OF NEW SMYRNA BEACH - ENGINEERING

CONSIDER THE APPROVAL OF A CONTRACT MODIFICATION #2 FOR HMGP 4337-373-R.

October 27, 2026

Background:

When the grant application was initially submitted for the mitigation reconstruction project the maximum federal participation was set at $150,000 per property owner. Due to the project having to be re-bid to subdivide the elevation of homes versus demolition and rebuilding FEMA subsequently raised the participation amount from $150,000 to $220,000 to account for increased construction costs and to reduce the monetary burden to the homeowners. As such the City and consultant (Pegasus Engineering) inquired if the federal funding could be increased retroactively and FEMA/FDEM concurred after the original agreement was signed.

Findings:

Staff was aware of the conditional approval and the fact it would occur after the agreement with the Florida Division of Emergency Management (FDEM) was signed and took this into consideration when determining the local match or cost participation provided by each property owner therefore no adjustments are needed to account for the revised participation by FEMA/FDEM.

It should be noted the project is well underway with the existing homes being demolished and in the process of being replaced so essentially this is administrative item requested of the State.

Fiscal Analysis:

There are no fiscal impacts associated with modification #2 as the project was awarded based on the anticipation of receiving the additional funding and the project is supported through account # 101.54101.567201.21HDR.

Strategic Plan Item:

No

Staff Report Created By: Kyle Fegley - City Engineer

Attachments:

4337-373-R_MOD#2 Unsigned.pdf

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of New Smyrna Beach
PROJECT #:	4337-373-R
PROJECT TITLE:	City of New Smyrna Beach, Flood-Prone Homes, Mitigation Reconstruction
CONTRACT #:	H0629
MODIFICATION #:	Two

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Kyle Fegley City Engineer 210 Sams Avenue New Smyrna Beach, Florida 32168

Enclosed is your copy of the proposed contract/modification between **City of New Smyrna Beach** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy by Official Representative
☒	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☐	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment M – Foreign County of Concern Affivadit completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 328-3345 or email me at Sydney.Andersen@yagroup.com.

Contract Number: H0629

Project Number: 4337-373-R

MODIFICATION TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND CITY OF NEW SMYRNA BEACH

This Modification Number Two is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and the City of New Smyrna Beach ("the Sub-Recipient") to modify Contract Number H0629, dated November 12, 2021 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of $2,354,447.00 in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient intend to modify the Agreement; and

WHEREAS, the Division and the Sub-Recipient intend to modify the Budget and Scope of Work by increasing the Federal funding by $291,250.00 under the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is amended to increase the Federal Funding by $291,250.00, for the maximum amount payable under the Agreement to $2,645,697.00 (Two Million Six Hundred Forty-Five Thousand Six Hundred Ninety-Seven Dollars and No Cents).

2. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 2nd Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.

3. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.

4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

5. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

6. Attachment L – Florida Accountability Contract Tracking System (FACTS) Requirements for Non-Profit Organizations Under Section 216.1366, Florida Statutes, Instructions and Worksheet is hereby incorporated into the Agreement and is required to be completed by the subrecipient and returned to the Division.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: CITY OF NEW SMYRNA BEACH

By:_____

Name and Title: _____

Date: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By:_____

Name and Title: Kevin Guthrie, Director

Date: _____

Attachment A Part (a)

(2nd Revision)

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve and elevate flood-prone properties 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 sealed engineering designs and construction plans as 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 mitigation reconstruction to provide flood protection to single-family residences listed below, located in New Smyrna Beach, Florida, 32168 and 32169.

The HMGP proposed project scope of work shall include demolition of the existing one-story structures and installation of new code-compliant prefabricated structures at each site. The new hazard-resistant structures shall be elevated on an open foundation system, a minimum of two feet above the 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 activities include demolition, debris disposal, and site preparation, along with the disconnection of utilities at each location. The electrical and mechanical equipment outside of each structure shall be elevated to the required height. Appropriate means of ingress and egress shall be constructed to access the elevated living spaces. Additionally, the City of New Smyrna Beach proposes to install ADA-compliant access consisting of a lift platform medically required for homeowners at 503 South Peninsula Avenue, New Smyrna Beach, Florida 32169; 618 South Pine Street, New Smyrna Beach, Florida 32169; 2621 Sunset Drive, New Smyrna Beach, Florida 32168. The existing residential properties are located within designated Special Flood Hazard Areas (SFHA) and are at imminent risk of reoccurring flooding. The proposed mitigation project intends to significantly reduce potential future flood damage to these residential properties, thereby enhancing their resilience and ensuring the safety of their occupants.

Any enclosed space at grade level shall have hydrostatic vents and can only be used for storage or parking. The square footage of the newly constructed and elevated structure shall be no more than ten (10) percent greater than the original square footage. 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. A final Elevation Certificate shall be completed for closeout to certify the structure(s) was elevated to the required height.

Mitigation Reconstruction projects must complete an inspection prior starting any construction, conducted by a qualified professional to demonstrate that a standard elevation is not technically feasible. 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~~	*Removed 01/17/25*
~~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~~	*Removed 01/17/25*
~~8)~~	~~647 Goodwin Avenue, New Smyrna Beach, Florida 32169~~	*Removed 01/17/25*
~~9)~~	~~115 Oakwood Avenue, New Smyrna Beach, Florida 32169~~	*Removed 01/17/25*
~~10)~~	~~508 South Indian River Road, New Smyrna Beach, Florida 32169~~	*Removed 01/17/25*
11)	503 South Peninsula Avenue, New Smyrna Beach, Florida 32169	29.033954, -80.902428
~~12)~~	~~529 South Peninsula Avenue, New Smyrna Beach, Florida 32169~~	*Removed 01/17/25*
~~13)~~	~~610 South Pine Street, New Smyrna Beach, Florida 32169~~	*Removed 01/17/25*
14)	618 South Pine Street, New Smyrna Beach, Florida 32169	29.032884, -80.901104
~~15)~~	~~640 South Pine Street, New Smyrna Beach, Florida 32169~~	*Removed 01/17/25*
16)	2621 Sunset Drive, New Smyrna Beach, Florida 32168	29.060212, -80.960212
17)	2625 Sunset Drive, New Smyrna Beach, Florida 32168	29.060537, -80.960136

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 sealed engineering 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 sealed engineering 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) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and an electronic version (via email or CD).

b) Letter of Completion (by engineer, floodplain manager or senior level official):

    1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and

    2. Certifying Compliance with all applicable codes/ordinances; and

3. NFIP regulations, including applicable NFIP Technical bulletins.

c) Certificate of Occupancy certifying that the structure is code compliant.

d) Final Elevation Certificate (FEMA Form FF-206-FY-22-152) ensuring each structure has been elevated to the proper elevation.

e) Verification that final square footage is within 10 percent of original structure square footage at the time of closeout per property.

f) Verification of Flood Insurance per property.

g) Digital Photographs: Front, rear, and side of final elevated structure, per property.

h) Local Building Official Inspection Report, Local Permits, Certificate of Completion, Lead-based Paint Report, and Final Approval, as applicable.

i) Letter from corresponding entities certifying the termination of any utilities. This may include but is not limited to decommissioning of septic systems and potable water wells.

j) Copy of Warranty Deeds.

k) Copy of letters issued by the utility companies involved, confirming that all services have been terminated, as applicable.

l) Letter verifying if human remains or intact archaeological deposits were uncovered during project activities and, if so, how they were handled.

m) Final report from the SOI Qualified Archaeologist that monitored all construction activities for the entire course of the project.

n) 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, all project activities may not 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 separately 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, sealed engineering 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 Mitigation Reconstruction to improve and elevate flood-prone properties in New Smyrna Beach, Florida to include the construction of a new hazard resistant and code-compliant structure, which will provide protection from continuous flood damage.

Any enclosed space at grade level shall have hydrostatic vents and can only be used for storage or parking. The square footage of the newly constructed and elevated structure shall be no more than ten (10) percent greater than the original square footage. 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. A final Elevation Certificate shall be completed for closeout to certify the structure(s) was elevated to the required height.

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.

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 submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, if any.
3) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
4) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

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 to the Division and FEMA 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 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 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 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***.

4) The Sub-Recipient shall provide a full-time on-site SOI Qualified Archaeologist to monitor all construction activities, preferably one with osteological experience and the ability to identify human skeletal material. The archaeological monitor shall have full stop authority if anything of archaeological or historic concern is encountered. The archaeological monitor shall be on site during all construction activities for the course of the entire project and a final report shall be submitted to the Florida SHPO and FEMA upon completion of the proposed work.

5) 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 the 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 Sub-Recipient-contractor/consultant executed contract agreements must be forwarded to the Division within 10 days of execution. Verification of the compliance with the Federal Procurement Standards and method of procurement documentation.

8) Verify that a Duplication of Benefits review was completed to ensure property owners did not receive federal assistance for the same purpose from another source (such as Increased Cost of Compliance or Individual Assistance) for project closeout.

9) Verification that any program income has been deducted from the total project costs as specified in Title 2 of the Code of Federal Regulations Section 200.307.

10) Documentation ensuring submitted expenses were eligible and all costs were incurred during the Period of Performance (POP) per each property.

11) Signed and Sealed As-built project plans (drawings), per property, by the Professional of Record for project closeout.

12) Letter of Completion (by engineer, floodplain manager or senior level official), for project closeout.

    a) Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and

    b) Certifying Compliance with all applicable codes/ordinances, and

    c) NFIP regulations, including applicable NFIP Technical bulletins, and

13) Certificate of Occupancy certifying that each structure is code compliant for project closeout.

14) Final Elevation Certificate (FEMA Form FF-206-FY-22-152) for each structure, ensuring each property has been elevated to the required elevation for project closeout.

15) Documentation of Flood Insurance for each structure for project closeout.

16) Signed "Acknowledgement of Conditions for Mitigation of Property in a Special Flood Hazard Area (SFHA) with FEMA Grant Funds" form for each structure located in the SFHA for project closeout.

17) Documentation for Verification that final square footage is within 10 percent of original structure square footage at the time of closeout.

18) An officially recorded copy of the property deed amendment that includes notice of flood insurance requirements for each property for project closeout.

19) Digital Photographs: Front, rear, and both sides of final elevated for each structure for project closeout.

20) Include a statement in the closeout request letter, which states what action was taken to address each environmental condition/requirement or explain why an action was not required with the prior approval that was requested and received from FDEM and FEMA.

21) Submit required permits, notices, correspondence, or other relevant documentation outlined in the environmental project conditions for project closeout.

22) Submittal of a Signed Final Progress Report, utilizing the Quarterly Report (QR) Milestones-Activities Workbook.

23) Special Conditions required for the 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**: 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**

    c) **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**

    d) **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**

e) **NHPA CONDITION**: The Sub-Recipient will provide a full-time on-site 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. **Source of condition**: National Historic Preservation Act (NHPA) **Monitoring Required: No**

f) **NHPA CONDITION**: Any changes to the approved scope of work will require submission to, and evaluation and approval by, the State and FEMA, prior to initiation of any work, for compliance with Section 106. **Source of condition**: National Historic Preservation Act (NHPA) **Monitoring Required: No**

24) 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 conditions related to the project arose that required the use of contingency funds.

25) 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.

26) Eligible mitigation reconstruction costs are limited to $220,000.00 Federal share per property. Any construction activities over and above $220,000.00 are non-federal share. This needs to be taken into consideration when a construction cost increase is being considered.

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. Some eligible activities, such as administrative allowances and permitting fees, need not be included in the $220,000.00 maximum Federal share.

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**

BUDGET

Line-Item Budget*

Eligible mitigation reconstruction costs are limited to $220,000.00 Federal share per property address.

ID#11 503 South Peninsula Ave	Project Cost	Federal Cost	Non-Federal Cost
Construction Materials:	$346,964.00	$211,169.52	$135,794.48
Construction Labor:	$14,509.00	$8,830.48	$5,678.52
Fees (Not subject to CAP):	$129,286.00	$96,964.50	$32,321.50
Initial Amount:	**$490,759.00**	**$316,964.50**	**$173,794.50**
***Contingency Funds:	$24,537.00	$18,402.75	$6,134.25
Property Project Total:	**$515,296.00**	**$335,367.25**	**$179,928.75**

ID#14 618 South Pine Street	Project Cost	Federal Cost	Non-Federal Cost
Construction Materials:	$318,112.00	$201,217.00	$116,895.00
Construction Labor:	$29,695.00	$18,783.00	$10,912.00
Fees (Not subject to CAP):	$58,725.00	$44,043.75	$14,681.25
Initial Amount:	**$406,532.00**	**$264,043.75**	**$142,488.25**
***Contingency Funds:	$4,576.00	$3,432.00	$1,144.00
Property Project Total:	**$411,108.00**	**$267,475.75**	**$143,632.25**

ID#16 2621 Sunset Drive	Project Cost	Federal Cost	Non-Federal Cost
Construction Materials:	$294,046.00	$199,821.00	$94,225.00
Construction Labor:	$29,695.00	$20,179.00	$9,516.00
Fees (Not subject to CAP):	$52,839.00	$39,629.25	$13,209.75
Initial Amount:	**$376,580.00**	**$259,629.25**	**$116,950.75**
***Contingency Funds:	$18,829.00	$14,121.75	$4,707.25
Property Project Total:	**$395,409.00**	**$273,751.00**	**$121,658.00**

ID#17 2625 Sunset Drive	Project Cost	Federal Cost	Non-Federal Cost
Construction Materials:	$285,483.00	$199,272.35	$86,210.65
Construction Labor:	$29,695.00	$20,727.65	$8,967.35
Fees (Not subject to CAP):	$49,495.00	$37,121.25	$12,373.75
Initial Amount:	**$364,673.00**	**$257,121.25**	**$107,551.75**
***Contingency Funds:	$18,233.00	$13,674.75	$4,558.25
Property Project Total:	**$382,906.00**	**$270,796.00**	**$112,110.00**

Budget Summary	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$1,244,605.00	$811,479.87	$433,125.13
Labor:	$103,594.00	$68,520.13	$35,073.87
Fees (Not subject to CAP):	$290,345.00	$217,758.75	$72,586.25
Initial Agreement Amount:	**$1,638,544.00**	**$1,097,758.75**	**$540,785.25**
***Contingency Funds:	$66,175.00	$49,631.25	$16,543.75
Property Project Total:	**$1,704,719.00**	**$1,147,390.00**	**$557,329.00**
****SRMC**			
SRMC:	$37,139.40	$37,139.40	
SRMC Total:	**$37,139.40**	**$37,139.40**	

**Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

NOTE: FEMA will only pay $220,000.00 in construction costs. The Homeowner is responsible for construction costs in excess of $220,000.00. As a result, the line items in the construction budgets above will not calculate to the exact percentage indicated. Also, Total Project Costs will, in turn, not equal the percentage indicated.

****** This project has an estimated $66,175.00 in contingency funds.** *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 conditions related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

******** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $37,139.40 in Federal funding.** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

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.

Funding Summary Totals

Federal Share:	$1,147,390.00	(67.306693948%)
Non-Federal Share:	$557,329.00	(32.693306052%)
Total Project Cost:	**$1,704,719.00**	**(100.00%)**
SRMC (100% Federal)	$37,139.40	

Attachment A– Part (b)

(2nd 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 to provide flood protection to single-family residences listed below, located in New Smyrna Beach, Florida 32169.

The scope of work of 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#	Location	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 separately 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:

d) 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;

e) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

f) 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 protective 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 confirms 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) Close out 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 for the 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 conditions 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:

6) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
7) Disallow all or part of the cost of the activity or action not in compliance;
8) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
9) Withhold further awards for the program; or
10) 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**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$1,836,340.00	$1,377,255.00	$459,085.00
Labor:	$0.00	$0.00	$0.00
Fees:	$91,391.00	$68,543.25	$22,847.75
Initial Agreement Amount:	**$1,927,731.00**	**$1,445,798.25**	**$481,932.75**
***Contingency Funds:	$96,386.00	$72,289.50	$24,096.50
Project Total:	**$2,024,117.00**	**$1,518,087.75**	**$506,029.25**
****SRMC**			
SRMC:	$65,000.60	$65,000.60	
SRMC Total:	**$65,000.60**	**$65,000.60**	

**Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*** ***This project has an estimated $96,386.00 in contingency funds.*** *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 conditions related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

******* Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $65,000.60 in Federal funding.*** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

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.

	Address Estimated Budget		
ID#	**Address**	**Budget per address**	**Federal Share**
3)	455 DeSoto Drive, New Smyrna Beach, Florida 32169	$492,979.00	$369,734.25
7)	645 Goodwin Avenue, New Smyrna Beach, Florida 32169	$327,681.00	$245,760.75
8)	647 Goodwin Avenue, New Smyrna Beach, Florida 32169	$267,928.00	$200,946.00
10)	508 South Indian River Road, New Smyrna Beach, Florida 32169	$357,892.00	$268,419.00
12)	529 South Peninsula Avenue, New Smyrna Beach, Florida 32169	$315,945.00	$236,958.75
15)	640 South Pine Street, New Smyrna Beach, Florida 32169	$261,692.00	$196,269.00
		$2,024,117.00	**$1,518,087.75**

Funding Summary Totals

Federal Share:	$1,518,087.75	(75.00%)
Non-Federal Share:	$506,029.25	(25.00%)
Total Project Cost:	**$2,024,117.00**	**(100.00%)**
SRMC (100% Federal)	$65,000.60	

Attachment L
Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

PURPOSE: Section 215.985, Florida Statutes (F.S.), amended in 2023, requires that each contract for which a state entity makes a payment pursuant to a contract executed, amended, or extended on or after July 1, 2023, the Division shall post any documents submitted pursuant to s. 216.1366, F.S., which indicates the use of state funds as remuneration under the contract or a specified payment associated with the contract on the contract tracking system.

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

CONSIDER THE APPROVAL OF AN APPLICATION FOR A LICENSE AGREEMENT TO ALLOW FOR A VOLUSIA COUNTY MOSQUITO CONTROL GROUND SIGN TO BE PLACED IN THE CITY RIGHT-OF-WAY IN FRONT OF 801 SOUTH STREET.

October 27, 2026

Background:

Applicant: Tadd Kasbeer, PE of Volusia County Property Lease, 123 West Indiana Ave, Room 402, DeLand Florida 321720.

Property Owners: Kevin Cowper, City Manager, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168.

Request: The Volusia County Mosquito Control Department is requesting approval of a License Agreement to permit the placement of a ground-mounted identification sign within City-owned right-of-way. The License Agreement will allow the sign to remain within the right-of-way subject to the terms and conditions established by the City.

Parcel Number: 7339-00-00-0010

Exhibits used in this report:
Exhibit A: License Agreement

Findings:

The proposed ground sign is intended to provide identification and wayfinding for the Volusia County Mosquito Control Department facility. Because the sign is proposed within City-owned right-of-way, execution of a License Agreement is required prior to installation.

The Engineering Department has reviewed the proposed License Agreement request and determined that the placement of the sign within the right-of-way will not interfere with existing public infrastructure or planned public improvements. The department has no objections to the proposed encroachment and supports approval of the License Agreement.

The Planning Department has reviewed the request and finds the proposed sign to be

compatible with the surrounding area and consistent with the intended purpose of providing identification and wayfinding for the facility. The Planning Department supports approval of the License Agreement.

Prior to installation of the ground sign, the applicant will be required to obtain all applicable building permits and approvals. Approval of the License Agreement does not authorize construction or installation of the sign. The proposed sign must comply with all applicable building, structural, and safety requirements and receive permit approval before erection.

Recommendation:

The Development Services Department recommends approval of the License Agreement between the City of New Smyrna Beach and the Volusia County Mosquito Control Department to allow placement of a ground sign within the City right-of-way, subject to the following condition:

1. The applicant shall obtain all required building permits and approvals prior to installation of the proposed ground sign.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A ROW license agrmt 801 S Street With Exhibits.pdf

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

RIGHT-OF-WAY LICENSE AGREEMENT

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

PREMISES

WHEREAS, the City agrees that the improvement plan for the **ground monument sign** depicted on **Exhibits "A(1) and A(2)"** (hereinafter **"Exhibit A"**), attached hereto and incorporated herein by reference, comes within the intent of established City policy; and

WHEREAS, the improvement plan encompasses part of a City right-of-way known as **the Parcel (733900000010) adjacent to South Street** that **varies in width but is known to be intended as** City right-of-way, as depicted on **Exhibit "B" and Exhibit "C"**, attached hereto and incorporated herein by reference; and

WHEREAS, the Licensee**, Volusia County** is the lessee of real property abutting **South Street** located in the **City of New Smyrna Beach,** the legal description, of that property is as follows:

LEGAL DESCRIPTION OF LEESED PROPERTY:

A PORTION OF LOTS 1 AND 2, ASSESSORS MAP OF A PORTION OF THE LINSAY TODD AND THE AMBROSE HULL GRANTS IN TOWNSHIP 17 SOUTH, RANGES 33 AND 34 EAST, AS RECORDED IN MAP BOOK 2, PAGE 136 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, ALSO BEING DESCRIBED AS A PARCEL OF LAND IN THE "TODD GRANT", SECTION 40, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 596, MAP OF ISLESBORO SECOND ADDITION AS RECORDED IN MAP BOOK 7, PAGE 22 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S 28°59'00" E, A DISTANCE OF 96.57 FEET TO A POINT OF THE NORTH LINE OF SAID TODD GRANT, SAID POINT BEING THE NORTHWEST CORNER OF THOSE LANDS BEING DESCRIBED AS EXHIBIT A IN THE LEASE AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 3671, PAGE 1092 OF THE AFOREMENTIONED PUBLIC RECORDS AND THE POINT OF BEGINNING: THENCE N 61°31'00" E, ALONG THE NORTH LINE OF SAID TODD GRANT, A DISTANCE OF 550.00 FEET TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN AFORESAID EXHIBIT A; THENCE, DEPARTING SAID NORTH LINE, RUN S 28°59'00" E, ALONG THE EASTERLY LINE OF THE LANDS DESCRIBED IN AFORESAID EXHIBIT A, A DISTANCE OF 434.30 FEET TO THE SOUTHEASTERLY CORNER OF SAID

LANDS; THENCE RUN S 61°31'00" W, ALONG THE SOUTHERLY LINE OF SAID LANDS AND THE WESTERLY PROJECTION THEREOF, A DISTANCE OF 838.91 FEET TO A POINT ON A LINE THAT IS 680.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF RUNWAY 11/29 OF THE NEW SMYRNA BEACH MUNICIPAL AIRPORT; THENCE RUN N 74°31'00" W, ALONG SAID LINE, A DISTANCE OF 112.24 FEET TO A POINT ON A LINE THAT IS 919.00 FEET WEST OF AND PARALLEL WITH THE EASTERLY LINE OF THE LANDS DESCRIBED IN THE AFORESAID EXHIBIT A; THENCE RUN N 28°59'00" W, ALONG SAID LINE, A DISTANCE OF 356.36 FEET A POINT ON THE NORTH LINE OF AFORESAID TODD GRANT, THENCE RUN N 61°31'00" E, ALONG SAID NORTH LINE, A DISTANCE OF 369.04 FEET TO THE POINT OF BEGINNING. DESCRIBED PARCEL CONTAINS 9.09 ACRES MORE OR LESS.

WHEREAS, the City is willing to license incidental private use of public property in exchange for appropriate protection of the public interest and sufficient contribution of the Licensee to expenses incurred in the improvements and maintenance of **Parcel 733900000010, adjacent to the South Street** right-of-way.

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

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

1. The City hereby grants to the Licensee a license to enter upon and to utilize the right-of-way known as **Parcel 733900000010,** located and situated in New Smyrna Beach, Volusia County, Florida, as depicted in **Exhibit "A"** for the purpose of **the ground monument sign placement** and subsequent installation, maintenance, repair, and/or replacement of **the ground monument sign** (hereinafter "Improvements") approved by the City as depicted in **Exhibit "A"**.

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

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

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

5. Licensee agrees to construct the improvements depicted on **Exhibit "A"** in order

to ensure that the improvements are located at least 30 feet from any stop sign or traffic control device. If applicable, all traffic control devices shall be shown on the building permit application submitted for the proposed improvements.

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

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

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

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

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

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

avenues, including interest at the then highest lawful rate of interest and attorneys' fees and costs for collection thereof.

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

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

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

15. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person to: ATTENTION: **CITY MANAGER**, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida, 32168, for the City; and to ATTENTION: **Tadd Kasbeer and/or Volusia County Mosquito Control,** for the Licensee, or as otherwise designated in writing to all respective parties.

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

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

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

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

[Left Intentionally Blank]

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

WITNESSES

_____
Witness 1

_____
Print Name of Witness 1

_____
Witness 2

_____
Print Name of Witness 2

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

By:

_____
Fred E. Cleveland, Mayor

Attest:

By:

_____
Sharon Taylor Harding, City Clerk

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

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

(NOTARY SEAL)

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

Approved as to form and correctness.
By:

_____
Carrie Avallone, City Attorney

Date: _____

WITNESSES

Signature of Witness 1

Laura E. Laser
Print Name of Witness 1

Signature of Witness 2

Stephanie Curatolo
Print Name of Witness 2

LICENSEE

By: _____
Name: TADD KASBEER
Title: County Engineer

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [__] online notarization the 24th day of September, 2026, by Tadd Kasbeer at Volusia County. He or She is personally known to me OR produced as identification N/A.

(NOTARY SEAL)

SHERRILL A. BOOTH
MY COMMISSION # HH 439143
EXPIRES: December 29, 2027

Sherrill A Booth
NOTARY PUBLIC – State of Florida
Signature of Notary Public
Print Name: Sherrill A Booth
Commission No.: HH 439143
My Commission Expires: Dec 29, 2027

WITNESSES

LICENSEE

_____
Signature of Witness 1

By:_____
Name:
Title:

_____
Print Name of Witness 1

_____
Signature of Witness 2

_____
Print Name of Witness 2

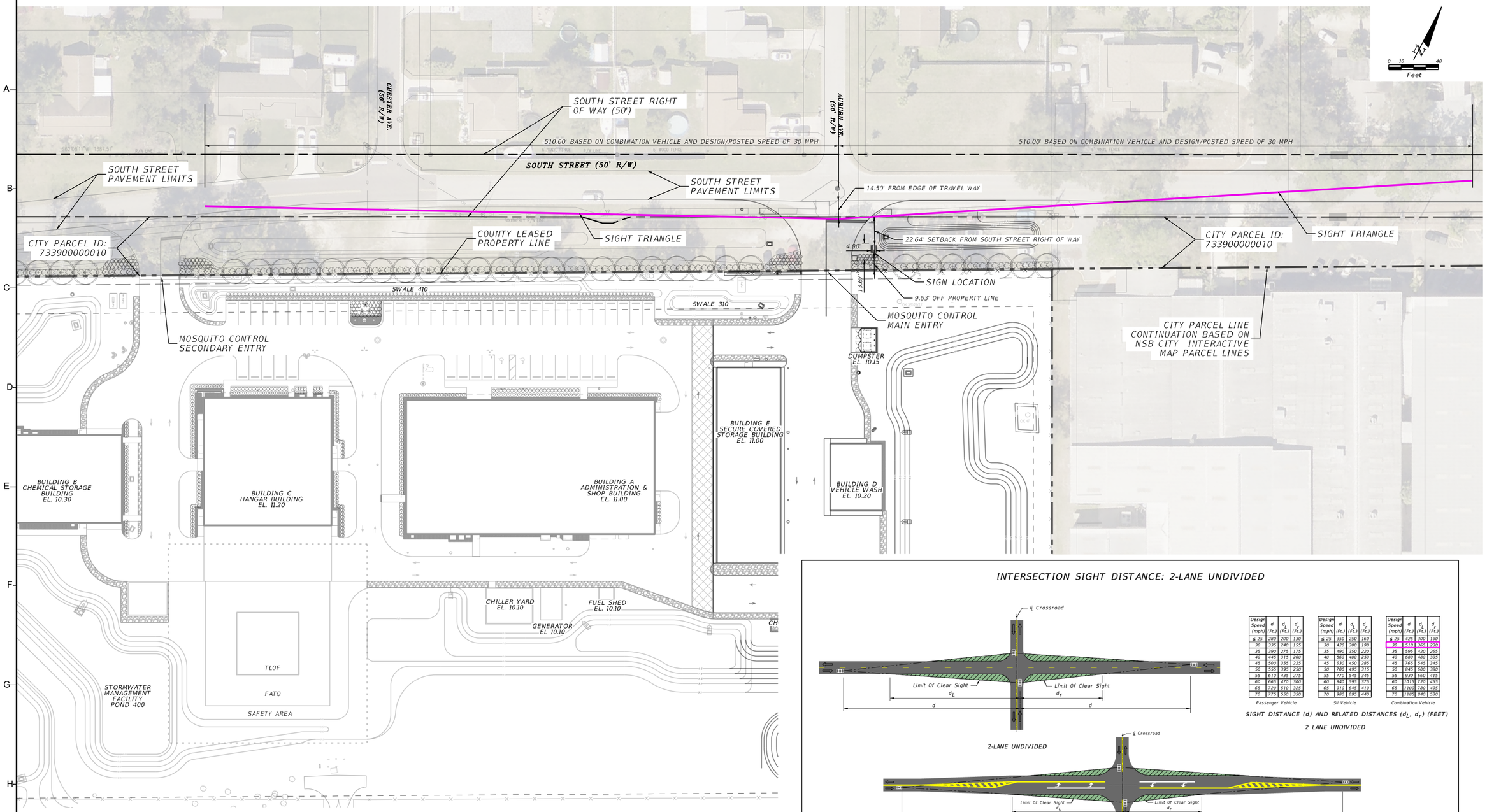
STATE OF FLORIDA)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization the _____ day of _____, 2026, by _____ at _____. He or She is personally known to me OR produced as identification _____.

(NOTARY SEAL)

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

Exhibit "A.1 & A.2" – Proposed Improvements



REQUEST:

CITY AUTHORIZATION AND CONCURRANCE FOR THE PLACEMENT OF A GROUND/MONUMENT SIGN WITHIN THE CITY-OWNED PARCEL IDENTIFIED AS PARCEL ID 733900000010, LOCATED BETWEEN THE SOUTH STREET RIGHT-OF-WAY LINE AND THE COUNTY-LEASED PROPERTY.

SIGN PLACEMENT:

1. *LOCATED GREATER THAN FIVE (5) FEET FROM THE SOUTH STREET RIGHT-OF-WAY LINE.*
2. *POSITIONED OUTSIDE OF THE REQUIRED SIGHT TRIANGLE IN ACCORDANCE WITH THE SIGHT DISTANCE REQUIREMENTS ESTABLISHED USING FDOT CRITERIA FOR STOP-CONTROLLED INTERSECTIONS WITH A DESIGN/POSTED SPEED OF 30 MPH. THE SIGHT TRIANGLE ANALYSIS UTILIZED THE COMBINATION VEHICLE CRITERIA, REPRESENTING THE MOST CONSERVATIVE/WORST-CASE DESIGN CONDITION.*

INTERSECTION SIGHT DISTANCE: 2-LANE UNDIVIDED

2-LANE UNDIVIDED

Design Speed (mph)	d (Ft.)	d_L (Ft.)	d_r (Ft.)
≤ 25	280	200	130
30	335	240	155
35	390	275	175
40	443	315	200
45	500	355	225
50	555	395	250
55	610	435	275
60	665	470	300
65	720	510	325
70	775	550	350

Passenger Vehicle

Design Speed (mph)	d (Ft.)	d_L (Ft.)	d_r (Ft.)
≤ 25	350	250	160
30	420	300	190
35	490	350	220
40	560	400	250
45	630	450	285
50	700	495	315
55	770	545	345
60	840	595	375
65	910	645	410
70	980	695	440

SU Vehicle

Design Speed (mph)	d (Ft.)	d_L (Ft.)	d_r (Ft.)
≤ 25	425	300	190
30	510	365	230
35	595	420	265
40	680	480	305
45	765	545	345
50	845	600	380
55	930	660	415
60	1015	720	455
65	1100	780	495
70	1185	840	530

Combination Vehicle

SIGHT DISTANCE (d) AND RELATED DISTANCES (d_L, d_r) (FEET)

2 LANE UNDIVIDED

2-LANE WITH LEFT TURN LANE

Design Speed (mph)	d (Ft.)	d_L (Ft.)	d_r (Ft.)
≤ 25	295	165	115
30	355	195	135
35	415	230	160
40	475	260	180
45	530	290	200
50	590	325	225
55	650	355	245
60	710	390	270
65	765	420	290
70	825	455	315

Passenger Vehicle

Design Speed (mph)	d (Ft.)	d_L (Ft.)	d_r (Ft.)
≤ 25	375	205	145
30	450	250	170
35	525	290	200
40	600	330	230
45	675	370	255
50	750	410	285
55	825	455	315
60	900	495	340
65	975	535	370
70	1050	575	395

SU Vehicle

Design Speed (mph)	d (Ft.)	d_L (Ft.)	d_r (Ft.)
≤ 25	450	250	170
30	540	295	205
35	630	345	240
40	720	395	275
45	810	445	305
50	900	495	340
55	990	545	375
60	1080	590	410
65	1170	640	440
70	1260	690	475

Combination Vehicle

SIGHT DISTANCE (d) AND RELATED DISTANCES (d_L, d_r) (FEET)

2-LANE WITH LEFT TURN

NOTE:
1. See Figure 212.11.1 for origin of clear sight line on the minor road.

LEGEND
Areas Free Of Sight Obstructions

NOT TO SCALE

EXHIBIT 212-4
01/01/2025

NO.	DESCRIPTION	BY	DATE
	REVISIONS		

ISSUED FOR: ☐ PRELIMINARY ■ PERMITTING ☐ BIDDING ☐ FINAL ☐ CONSTRUCTION ☐ RECORD DWG

SCALE: AS NOTED
DRAWN BY: MG/DV
PROJ. MANAGER: GK
PROJ. #: 2023.099.1
DATE: 08/15/2025

BPE CA NO.: 00005898
BPA&ID CA NO.: AAC002023

BENTLEY

651 WEST WARREN AVENUE
SUITE 200
LONGWOOD, FLORIDA 32750
T 407.331.6116
WWW.BENTLEYGROUPINC.COM

VOLUSIA COUNTY
MOSQUITO CONTROL SERVICES CENTER
801 SOUTH STREET
NEW SMYRNA BEACH, FL 32168

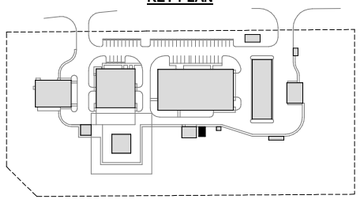
GROUND/MONUMENT SIGN EXHIBIT

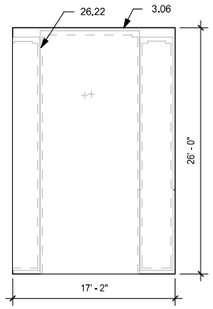
SHEET NO

EXHIBIT A277

dvandeloo 7/27/2026 10:13:06 AM Default Q:\2023\099.1 Volusia AE Mosquito\2023.099.1\Roadway\PLANRD105_Monument.dgn

KEY PLAN





1 SITE J - GENERATOR PAD
1/8" = 1'-0"

scales to be reduced by 50% for Reduction to 11x17 Print

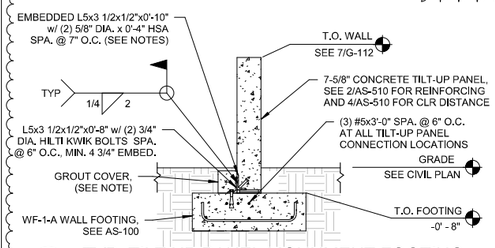
PRE ENGINEERED SYSTEM GENERAL NOTES:

1. SEE DELEGATED DESIGN GENERAL NOTES AT THE BEGINNING OF THIS SET FOR ADDITIONAL INFORMATION ON PRE-ENGINEREED BUILDINGS AND SITE FEATURES.
2. SEE GENERAL NOTES AT THE BEGINNING OF THIS SET IN REFERENCE TO SCALING DIMENSIONS FROM THESE DRAWINGS.
3. ALL DIMENSIONS TO EXTERIOR WALLS ARE TAKEN FROM OUTSIDE FACE OF CONCRETE TO OUTSIDE OF CONCRETE.
4. COORDINATE DIMENSIONAL REQUIREMENTS WITH ALL EQUIPMENT AND BUILT-IN ITEMS PRIOR TO CONSTRUCTION.
5. CONFIRM LOCATION OF AREAS REQUIRING SLAB RECESS FOR FINISHES, SPECIAL REQUIREMENTS FOR MEP EQUIPMENT, AND ALL OTHER ITEMS REQUIRING COORDINATION WITH THE STRUCTURAL WORK PRIOR TO INSTALLATION.
5. CONFIRM DIMENSIONS WITH ALL ROUGH OPENING REQUIREMENTS PRIOR TO INSTALLATION.
6. REFER TO SHEET G-020 FOR GENERAL NOTES & ABBREVIATIONS.
7. ALL EQUIPMENT SHOWN AS HALF TONE GRAY FOR CLARITY PURPOSE, SEE EQUIPMENT PLANS FOR SCOPE OF WORK.
8. DRAWINGS AND SCHEDULES ARE INDICATING BASIS OF DESIGN. VERIFY SPECIFICATION REQUIREMENTS FOR FURTHER INFORMATION.

NOTES:
1. PROVIDE PANEL TO FOOTING CONNECTION 2'-0" FROM EACH END OF EACH PANEL TO CENTER OF EMBED.
2. ALL EXP. BOLTS & WELDS MUST BE INSTALLED AND INSPECTED PRIOR TO REMOVAL OF PANEL BRACES.
3. COAT ALL STEEL WITH BITUMINOUS PITCH.
4. ENCASE FOOTING CONNECTION IN CONCRETE, MAINTAIN 2" CLEAR COVER.
5. ALL REINFORCEMENT BENDS PER ACI.
6. SEE AS-001 FOR GENERAL NOTES.
7. TILT PANELS IN CONTACT REQUIRE A 1" EXPANSION JOINT

KEYNOTE LEGEND

KEY VALUE	KEYNOTE TEXT
3.06	CONCRETE SLAB - REFER TO STRUCTURAL
10.21	3/8" INDIVIDUAL FLAT ALUMINUM LETTERS WITH 1" STANDOFF. REFER TO FINISH SCHEDULE.
26.22	GENERATOR - REFER TO ELECTRICAL



4 TYP. TILT UP PANEL MONUMENT FOOTING
1/2" = 1'-0"

DESCRIPTION	DATE	NO.
NSB BUILDING PERMIT COMMENTS RESPONSE	03/26/2026	1
ASI 007	07/31/2026	2

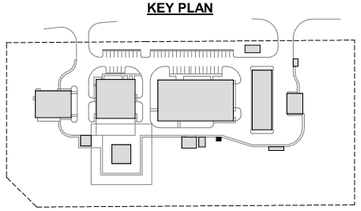
REVISIONS BY

SCALE: AS NOTED
DRAWN BY: LO MLS MTS FS GY
PROJECT MNGR: GK FS
PROJ. #: 2022.099.1
DATE: 12.01.2025

ISSUED FOR ☐ PRELIMINARY ■ PERMITTING ☐ BIDDING ☐ FINAL ☐ CONSTRUCTION ☐ RECORD

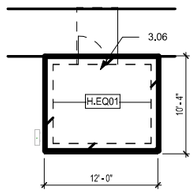
278

KEY PLAN



EQUIPMENT SCHEDULE - BUILDING H

MARK	DESCRIPTION	MANUFACTURER	MODEL	COUNT	SCOPE CFCI	SCOPE OFCI	SCOPE OFOI	REMARKS
H.EQ01	HAZARDOOUS MATERIAL PRE-ENGINEERED STORAGE UNIT	SECURE ALL SAFETY STORAGE PRODUCTS	SSB1600SA	1	•			AS SPECIFIED



2 BUILDING H - FUEL SHED
1/8" = 1'-0"



3 FUEL SHED IMAGE
1" = 1'-0"

LOGO AND SIGNAGE SIZE: 32" x 18"

LETTERING FONT: ARIAL BOLD

LETTER HEIGHT: FONT 1 = 5 INCHES

LETTER HEIGHT: FONT 2 = 4.25 INCHES

LETTERING COLOR : DARK BRONZE

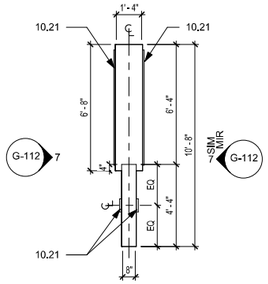
CHARACTER CASE : UPPER CASE ONLY

TILT-UP FINISH LEGEND:

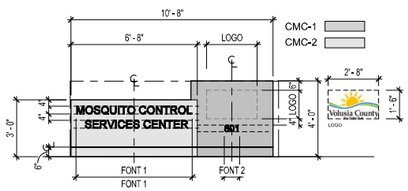
CMC-1

CMC-2

NOTES:
1. GRAPHICS SHOWN ARE FOR PRELIMINARY PRESENTATION PURPOSES ONLY.
2. OWNER APPROVAL IS REQUIRED ON FINAL MONUMENT SIGNAGE SUBMITTAL.
3. DASHED LINES ARE FOR SPACING PURPOSES ONLY .



6 MONUMENT SIGN PLAN
1/4" = 1'-0"



7 MONUMENT SIGN ELEVATION
1/4" = 1'-0"

GRAPHIC SCALE
SCALE 1/8" = 1'-0"
0' 4' 8'

BPE CA NO.: 00005898
BPA&ID CA NO.: AAC002023

BENTLEY

651 WEST WARREN AVENUE
SUITE 200
LONGWOOD, FLORIDA 32750
T 407.331.6116
WWW.BENTLEYGROUPINC.COM

VOLUSIA COUNTY
MOSQUITO CONTROL SERVICES CENTER
801 SOUTH STREET, NEW SMYRNA, FL 32168

GENERAL INFORMATION

SITE FEATURES - J, H, AND MONUMENT SIGN

SHEET NO G-112

C:\Users\mmcclain\Documents\Revit_Central_Service_Server_mmcclain.rvt

9/21/2026 3:31:43 PM

Exhibit “B” – Leased Property Boundary Survey

BOUNDARY, TOPOGRAPHIC, & WETLAND SURVEY

FOR

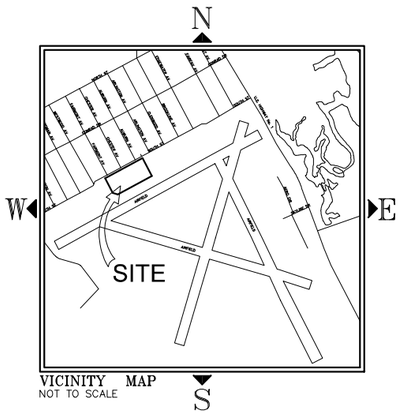
VOLUSIA COUNTY - DEPARTMENT OF PUBLIC WORKS

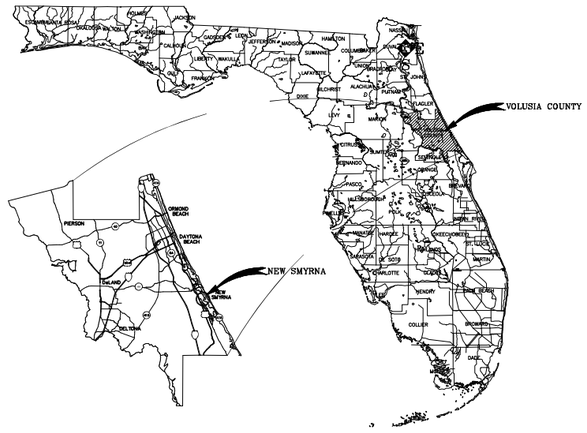
A PORTION OF

SECTION 5–TOWNSHIP 21 SOUTH–RANGE 28 EAST
VOLUSIA COUNTY, FLORIDA

801 SOUTH STREET, NEW SMYRNA BEACH, FLORIDA

811 Know what's below. Call before you dig.





DESCRIPTION:

(PER VOLUSIA COUNTY ENGINEERING – N.S.B. MOSQUITO CONTROL COMPLEX)

A PORTION OF LOTS 1 AND 2, ASSESSORS MAP OF A PORTION OF THE LINSAY TODD AND THE AMBROSE HULL GRANTS IN TOWNSHIP 17 SOUTH, RANGES 33 AND 34 EAST, AS RECORDED IN MAP BOOK 2, PAGE 136 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, ALSO BEING DESCRIBED AS A PARCEL OF LAND IN THE "TODD GRANT", SECTION 40, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 596, MAP OF ISLESBORO SECOND ADDITION AS RECORDED IN MAP BOOK 7, PAGE 22 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S 28°59'00" E, A DISTANCE OF 96.57 FEET TO A POINT OF THE NORTH LINE OF SAID TODD GRANT, SAID POINT BEING THE NORTHWEST CORNER OF THOSE LANDS BEING DESCRIBED AS EXHIBIT A IN THE LEASE AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 3671, PAGE 1092 OF THE AFOREMENTIONED PUBLIC RECORDS AND THE POINT OF BEGINNING: THENCE N 61°31'00" E, ALONG THE NORTH LINE OF SAID TODD GRANT, A DISTANCE OF 550.00 FEET TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN AFORESAID EXHIBIT A; THENCE, DEPARTING SAID NORTH LINE, RUN S 28°59'00" E, ALONG THE EASTERLY LINE OF THE LANDS DESCRIBED IN AFORESAID EXHIBIT A, A DISTANCE OF 434.30 FEET TO THE SOUTHEASTERLY CORNER OF SAID LANDS; THENCE RUN S 61°31'00" W, ALONG THE SOUTHERLY LINE OF SAID LANDS AND THE WESTERLY PROJECTION THEREOF, A DISTANCE OF 838.91 FEET TO A POINT ON A LINE THAT IS 680.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF RUNWAY 11/29 OF THE NEW SMYRNA BEACH MUNICIPAL AIRPORT; THENCE RUN N 74°31'00"W, ALONG SAID LINE, A DISTANCE OF 112.24 FEET TO A POINT ON A LINE THAT IS 919.00 FEET WEST OF AND PARALLEL WITH THE EASTERLY LINE OF THE LANDS DESCRIBED IN THE AFORESAID EXHIBIT A; THENCE RUN N 28°59'00" W, ALONG SAID LINE, A DISTANCE OF 356.36 FEET A POINT ON THE NORTH LINE OF AFORESAID TODD GRANT, THENCE RUN N 61°31'00"E, ALONG SAID NORTH LINE, A DISTANCE OF 369.04 FEET TO THE POINT OF BEGINNING. DESCRIBED PARCEL CONTAINS 9.09 ACRES MORE OR LESS.

SURVEYOR'S REPORT:

PURPOSE:

TO LOCATE ALL UTILITIES MARKED BY BLOOD HOUND, LLC WITHIN THE PROJECT SITE UTILITIES CHOSEN BY BENTLEY. RIGHT OF WAY OF SOUTH STREET. UTILITY LOCATION DATA WILL BE INCORPORATED INTO PREVIOUS SURVEY BY SLIGER AND ASSOCIATES, INC., PROJECT NUMBER 19–1418, A SPECIFIC PURPOSE SURVEY DATED NOV. 27, 2019, A BOUNDARY SURVEY DATED AUG. 13, 2024. IN ADDITION THE SITE HAS BEEN INCREASED TO A 10 ACRE PARCEL TO INCLUDE A TOPOGRAPHIC SURVEY FOR DESIGN PURPOSES.

METHODOLOGY:

HORIZONTAL CONTROL: FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. NORTH AMERICAN DATUM OF 1983 (2007 ADJUSTMENT).

THE BEARINGS, SHOWN HEREON ARE ESTABLISHED FROM MULTIPLE OBSERVATIONS USING THE LENGEMANN REAL TIME KINEMATIC REFERENCE STATIONS, ALSO KNOWN AS THE L-NET (TopNET GNSS Network). DERIVING A BEARING OF N62°07'37"E, ALONG THE NORTH RIGHT OF WAY LINE OF SOUTH STREET.

VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988.
BENCHMARK: U.S.C. & G.S. BENCHMARK "VOL 1" HAVING A PUBLISHED ELEVATION OF 8.26 FEET.

ON SITE VERTICAL CONTROL WAS ESTABLISHED BY A 3 WIRE LEVEL LOOP THROUGH THE HORIZONTAL CONTROL ESTABLISHED HEREON. STARTING FROM U.S.C. & G.S. BENCHMARK "VOL 1" HAVING A PUBLISHES ELEVATION OF 8.26 FEET (N.A.V.D. OF 1988)

REFERENCE MATERIALS:

ORB 1468 PAGE 55
PREVIOUS SURVEY BY SLIGER AND ASSOCIATES, INC., PROJECT NUMBER 19–1418, SPECIFIC PURPOSE SURVEY DATED NOV. 27, 2019
ASBUILT SURVEY 20–1616, DATED DEC. 15, 2020
BOUNDARY SURVEY 24–0747, DATED AUG. 13, 2024

SURVEY NOTES:

1. THIS PLAT OF SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT REPORT FROM AN AUTHORIZED TITLE PROFESSIONAL, OR A TITLE OPINION ISSUED BY AN ATTORNEY LICENSED BY THE FLORIDA BAR. THEREFORE, THERE MAY BE ADDITIONAL MATTERS OF RECORD NOT SHOWN ON THIS SURVEY.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT. AS ESTABLISHED FROM MULTIPLE OBSERVATIONS USING THE LENGEMANN REAL TIME KINEMATIC REFERENCE STATIONS, ALSO KNOWN AS THE L-NET (TopNET GNSS Network). (SEE METHODOLOGY)
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
5. UNDERGROUND FOUNDATIONS, IF ANY HAVE NOT BEEN LOCATED OR SHOWN AS A PART OF THIS SURVEY.
6. UNDERGROUND UTILITIES HAVE BEEN MARKED BY BLOOD HOUND, LLC. AND LOCATED BY SLIGER & ASSOCIATES, INC. AND SHOWN AS A PART OF THIS SURVEY.
7. ELEVATIONS REFER TO N.A.V.D. OF 1988, PER U.S.C. & G.S. BENCHMARK "VOL 1" HAVING A PUBLISHED ELEVATION OF 8.26 FEET.
8. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X" AND "AE" (BFE 6). THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NO. 12127C0540 J. MAP EFFECTIVE DATE: SEPTEMBER 29, 2017. APPROXIMATE SCALE: 1"= 500'.
9. UNLESS OTHERWISE SHOWN, RECORDING INFORMATION IS FROM THE PUBLIC RECORDS OF VOLUSIA COUNTY.
10. REVISE WATERLINE TO SHOW PIPE SIZE (PER UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH GIS MAP). (06–19–2023)(JM)
11. REVISE BOUNDARY SURVEY TO A SPECIFIC PURPOSE SURVEY, ADD UPDATED BLOOD HOUND UTILITY INFORMATION. (24–1096) (11/12/2024)(TJ).
12. REVISED TO SHOW WETLAND FLAGS AS DELINEATED BY ZEV COHEN & ASSOCIATES AND INSPECTED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT 08–12–2025, US ARMY CORPS OF ENGINEERS 04–03–2025
13. REVISE BOUNDARY TOPOGRAPHIC WETLAND SURVEY TO UPDATED TREE SIZE INFORMATION SHEET 2 OF 4. (25–0742) (10/23/2025)(TJ).

UTILITY NOTES:

BLOOD HOUND, LLC. PERFORMED LOCATING SERVICES ON NOV. 1–4, 2024 TO QUALITY LEVEL B STANDARDS IN ACCORDANCE WITH CI/ASCE 38–0 UTILIZING EM AND REAL–TIME GPR LOCATING EQUIPMENT TO LOCATE AND MARK DETECTABLE UNDERGROUND UTILITIES AND / OR ANOMALIES.

LOCATION:

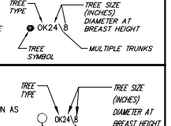
801 SOUTH STREET, NEW SMYRNA BEACH, 32168

INDEX OF SHEETS:

1) COVER SHEET(CURRENT), SURVEY NOTES AND CERTIFICATIONS
2–4) SPECIFIC PURPOSE SURVEY, TOPOGRAPHIC SURVEY, AND WETLAND SURVEY

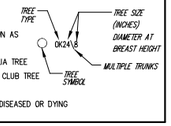
ADDITIONAL ABBREVIATIONS– TREE LEGEND

PNP	POND PINE	UK	UNKNOWN TREE	MG	MAGNOLIA
PNL	LOBLOLLY PINE TREE	MP	MAPLE TREE	BY	BAY TREE
PN	SLASH PINE TREE	SC	SYCAMORE TREE	EM	ELM TREE
PNS	SAND PINE TREE	OK	OAK TREE	CB	CHINABERRY TREE
PNF	LONGLEAF PINE TREE	SG	SWEET GUM TREE	CY	CYPRESS TREE
BT	BLACK TUPELO TREE	HK	HICKORY TREE	PM	PALM TREE
CD	CEDAR TREE	BH	BIRCH TREE	MU	MULBERRY TREE



ADDITIONAL ABBREVIATIONS– TREE LEGEND

OK	OAK TREE	SB	SUGAR BERRY/HACKBERRY TREE/ALSO KNOWN AS CELTIS LAEVIGATA
QL	QUERCUS LAURIFOLIA: LAUREL OAK TREE	CL	
QV	QUERCUS VIRGINIANA: LIVE TREE	MG	MAGNOLIA GRANDIFLORA: SOUTHERN MAGNOLIA TREE
IC	ILEX CASSINE: DAHOON HOLLY TREE	ZC	ZANTHOXYLUM CLAVA–HERCULIS: HERCULES' CLUB TREE
PC	PRUNUS CAROLINIANA: LAUREL CHERRY TREE	PS	PRUNUS SEROTINA: BLACK CHERRY TREE
SP	SABAL PALMETTO: CABAGE PALM TREE	DDD	INDICATES THAT THE TREE IS LIKELY DEAD, DISEASED OR DYING



NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 4

LEGEND:

●	IRON ROD WITH CAP	△	DENOTES PC / PT	⊗HHE	HAND HOLE (ELECTRIC)	⋈ WV	WATER VALVE	☆ LP	LIGHT POLE
○	IRON ROD	■	PERMANENT REFERENCE POINT	▭ WM	WATER METER	⊠ FOCB	FIBER OPTIC CABLE BOX	☆ YL	YARD LIGHT
◉	IRON PIPE WITH CAP	⌀	SITE BENCHMARK	⊠ GM	GAS METER	⊠ FOCV	FIBER OPTIC CABLE VAULT	∅ PP	POWER / UTILITY POLE
○	IRON PIPE	FH	FIRE HYDRANT	☑ TB	TELEPHONE BOX	▭ ELP	ELECTRIC PANEL	→ GA	GUY ANCHOR
○	NAIL & DISK	⊗ GV	GAS VALVE	⧅ MB	MAIL BOX	⊠ FOCM	FIBER OPTIC CABLE MARKER	⊠ EB	ELECTRIC SERVICE BOX
⊛	FD "X"/CUT IN CONCRETE	⊗ RUV	REUSE VALVE	◪ TV	CABLE TELEVISION BOX	▭ TPM	TELEPHONE CABLE MARKER	Ⓢ SSMH	SANITARY SEWER MANHOLE
□	CONCRETE MONUMENT	⊗ SSV	SANITARY SEWER VALVE	▱ TSB	TRAFFIC SIGNAL BOX	▭	SIGN	Ⓓ SDMH	STORM DRAIN MANHOLE

Ⓖ GTMH	GREASE TRAP MANHOLE	≈≈≈≈	EXISTING CONCRETE	–TV–	BURIED TELEVISION LINE	○ WB	WOOD BOLLARD
Ⓔ EMH	ELECTRIC MANHOLE	0.00⁺	EXISTING ELEVATION	–FM–	BURIED FORCEMAIN		
Ⓤ UMH	UTILITY MANHOLE	–FO–	BURIED FIBER OPTIC CABLE	–OH–	AERIAL UTILITY LINE		
Ⓒ CO	CLEAN OUT	–T–	BURIED TELEPHONE CABLE	–ST–	STORM WATER LINE		
Ⓕ FOC	FIBER OPTIC CABLE MANHOLE	–W–	BURIED WATER LINE	–SS–	SANITARY LINE		
⋈ RBO	REUSE BLOWOFF ASSEMBLY	–E–	BURIED ELECTRIC LINE	—	CHANGE OF DIRECTION		
▲	WETLANDS LOCATION	–G–	BURIED GAS LINE	⇝	BACKFLOW PREVENTER		

ABBREVIATIONS:

△	CENTRAL ANGLE	CPP	CORRUGATED PLASTIC PIPE	FND	FOUND	IR	IRON ROD (NO CAP)	MW	MONITORING WELL
A/C	AIR CONDITIONER	CV	CHECK VALVE	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	IPC	IRON PIPE & CAP	N&D	NAIL & DISK
A.E.	ACCESS EASEMENT	(C)	CALCULATED DIMENSION	FDNR	FLORIDA DEPARTMENT OF NATURAL RESOURCES	IP	IRON PIPE (NO CAP)	(NR)	NON RADIAL
CB	CHORD BEARING	DIP	DUCTILE IRON PIE	FP&L CO	FLORIDA POWER & LIGHT COMPANY	IV	IRRIGATION VALVE	NAVD	NORTH AMERICAN VERTICAL DATUM
CH	CHORD DISTANCE	DW	DRIVEWAY	GA	GUY ANCHOR	L	ARC LENGTH	NGVD	NATIONAL GEODETIC VERTICAL DATUM
CLS	CENTERLINE OF SWALE	(D)	DEED DIMENSION	GLM	GAS LINE MARKER	LB	LICENSED BUSINESS	ORB	OFFICIAL RECORDS BOOK
CO	CLEANOUT	EL	ELEVATION	HDPE	HIGH DENSITY POLYETHYLENE PIPE	LP	LIGHT POLE	(P)	PLATTED DIMENSION
CONC	CONCRETE	ES	ELECTRIC SERVICE	ID	IDENTIFICATION	(M)	MEASURED DIMENSION	PG	PAGE
℄	CENTERLINE	EOW	EDGE OF WATER	ILLEG.	ILLEGIBLE	MB	MAP BOOK	PP	POWER POLE
CM	CONCRETE MONUMENT	FH	FIRE HYDRANT	INV	INVERT	MES	MITERED END SECTION	PVC	POLYVINYL CHLORIDE
CMP	CORRUGATED METAL PIPE	FNC	FENCE	IRC	IRON ROD & CAP	MH	MANHOLE	PRV	PRESURE REDUCING VALVE
PRM	PERMINATE REFERENCE MONUMENT			TIRC	TRAVERSE IRON ROD & CAP				

(R)	RADIAL	TOB	TOP OF BANK						
R	RADIUS	TOE	TOE OF SLOPE						
RCP	REINFORCED CONCRETE PIPE	TSP	TRAFFIC SIGNAL POLE						
RES	RESIDENCE	TWP	TOWNSHIP						
RGE	RANGE	(TYP)	TYPICAL						
RV	REUSE VALVE	U.E.	UTILITY EASEMENT						
R/W	RIGHT OF WAY	USC & GS	UNITED STATES COAST & GEODETIC SURVEY						
SAN	SANITARY	VCP	VITREOUS CLAY PIPE						
STA	STATION	WM	WATER METER						
SEC	SECTION	WV	WATER VALVE						
ZC	ZONING CLASSIFICATION	BH	BORE HOLE						

NOTICE:

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S CERTIFICATION:

TO: VOLUSIA COUNTY PUBLIC WORKS AND ENGINEERING DEPARTMENT

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Jeffrey S Hattendorf — Digitally signed by Jeffrey S Hattendorf Date: 2025.10.23 15:20:42 -04'00'

SEAL

JEFFREY S. HATTENDORF PROFESSIONAL SURVEYOR & MAPPER NO. 6193 — *DATE*
SLIGER & ASSOCIATES INC.,
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127 (386) 761–5385
LICENSED BUSINESS CERTIFICATION NO. 3019

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
www.sligerassociates.com
LICENSED BUSINESS CERTIFICATION NUMBER 3019

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TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	CHECKED BY
SPECIFIC PURPOSE	MARCH 06, 2023	23–0162	J. ZAPERT
BOUNDARY SURVEY	AUGUST 13, 2024	24–0747	J. ZAPERT
TOPOGRAPHIC SURVEY	MARCH 06, 2023	23–0162	J. ZAPERT
RECERTIFICATION			
REVISION–3 SEE NOTE #13	OCTOBER 23, 2025	25–0742	J. HATTENDORF
REVISION–2 SEE NOTE #11	AUGUST 12, 2024	24–0747	J. ZAPERT
REVISION–1 SEE NOTE #10	JUNE 19, 2023		

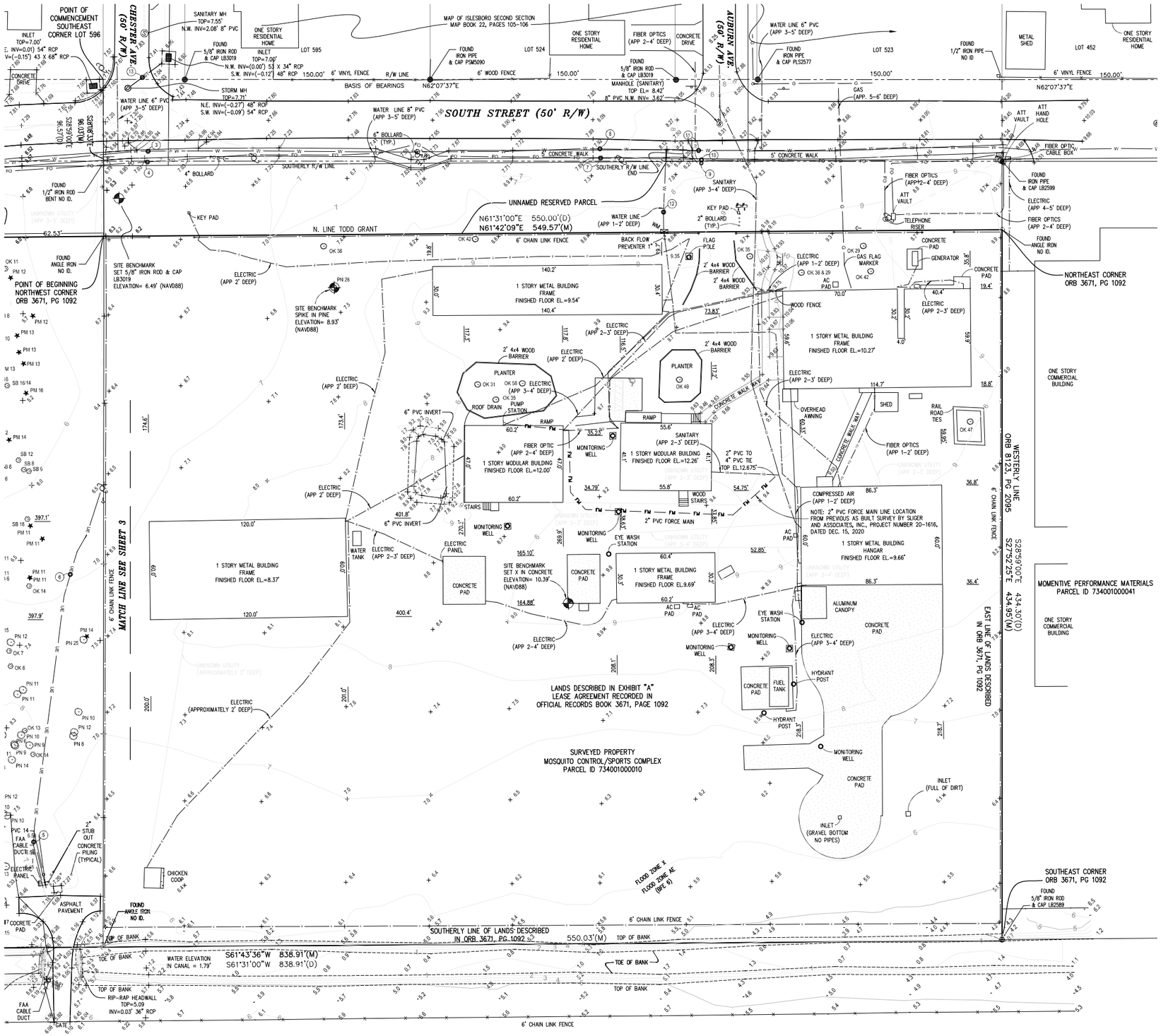
FIELD BOOK: 1553
PAGE (S): 4–11
FIELD DATE: AUGUST 15, 2025
PARTY CHIEF: J PENFIELD
DRAWN BY: T JEFFREY
CHECKED BY: J HATTENDORF

BOUNDARY, TOPOGRAPHIC, & WETLAND SURVEY
801 SOUTH ST.
NEW SMYRNA BEACH, FL 32168
VOLUSIA CO. MOSQUITO CONTROL SITE
CLIENT: VOLUSIA COUNTY PUBLIC WORKS DEPT.

PROJECT: 08161
JOB: 25–0742
SCALE: N/A
SHEET 1 OF 4

FILE: K:\25\250742 VCMC WETLANDS\250742 REV.DWG

BOUNDARY & TOPOGRAPHIC SURVEY
FOR
VOLUSIA COUNTY - DEPARTMENT OF PUBLIC WORKS



(3) VERIFICATION SITE
GROUND ELEV.=6.97'
STRUCTURE= WATER LINE
STRUCTURE DEPTH=3.30'
STRUCTURE SIZE=8"
TYPE OF MATERIAL=PVC
NOTES: EXPOSED 8" OD WM PVC

(4) VERIFICATION SITE
GROUND ELEV.=7.01'
STRUCTURE= FIBER OPTIC LINE
STRUCTURE DEPTH=3.30'
STRUCTURE SIZE=1"
TYPE OF MATERIAL=DB CBL
NOTES: EXPOSED 1" COMM LINE DBC

(5) VERIFICATION SITE
GROUND ELEV.=6.33'
STRUCTURE= ELECTRIC LINE
STRUCTURE DEPTH=2.10'
STRUCTURE SIZE=1 1/2"
TYPE OF MATERIAL=DB CBL
NOTE: EXPOSED 1 1/2 ELECTRIC DBC

(6) VERIFICATION SITE
GROUND ELEV.=6.92'
STRUCTURE= ELECTRIC LINE
STRUCTURE DEPTH=2.00'
STRUCTURE SIZE=1 1/2"
TYPE OF MATERIAL=DB CBL
NOTE: EXPOSED 1 1/2 ELECTRIC DBC

(7) VERIFICATION SITE
GROUND ELEV.=7.69'
STRUCTURE= FIBER OPTIC LINE
STRUCTURE DEPTH=3.40'
STRUCTURE SIZE=1 1/2"
TYPE OF MATERIAL=DB CBL
NOTES: EXPOSED 1 1/2" COMM DBC

(8) VERIFICATION SITE
GROUND ELEV.=7.66'
STRUCTURE= WATER LINE
STRUCTURE DEPTH=3.30'
STRUCTURE SIZE=8"
TYPE OF MATERIAL=PVC
NOTES: EXPOSED 8" WM PVC LINE

(9) VERIFICATION SITE
GROUND ELEV.=8.35'
STRUCTURE= FIBER OPTIC LINE
STRUCTURE DEPTH=2.10'
STRUCTURE SIZE=1"
TYPE OF MATERIAL=DB CBL
NOTES: EXPOSED 1" COMM DBC

(10) VERIFICATION SITE
GROUND ELEV.=8.27'
STRUCTURE= UNKNOWN
STRUCTURE DEPTH=1.55'
STRUCTURE SIZE=2"
TYPE OF MATERIAL=STEEL
NOTES: EXPOSED 2" ANOMALY METAL

(11) VERIFICATION SITE
GROUND ELEV.=8.12'
STRUCTURE= WATER LINE
STRUCTURE DEPTH=3.00'
STRUCTURE SIZE=8"
TYPE OF MATERIAL=PVC
NOTE: EXPOSED 8" WM PVC

(12) VERIFICATION SITE
GROUND ELEV.=7.93'
STRUCTURE= WATER LINE
STRUCTURE DEPTH=1.40'
STRUCTURE SIZE=1 1/2"
TYPE OF MATERIAL=STEEL
NOTE: EXPOSED 2 1/2" WM METAL

(13) VERIFICATION SITE
GROUND ELEV.=7.71'
STRUCTURE= STORM LINE
STRUCTURE DEPTH=3.80'
INV=0.07
STRUCTURE SIZE=48"
TYPE OF MATERIAL=RCP
NOTE: OPENED A MANHOLE TO CONFIRM UTILITY, UNABLE TO GET SIZE OF PIPE, IT WAS A RCP AT A DEPTH OF 3.80'

NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 4

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REVISION-1 SEE NOTE #10	JUNE 19, 2023		

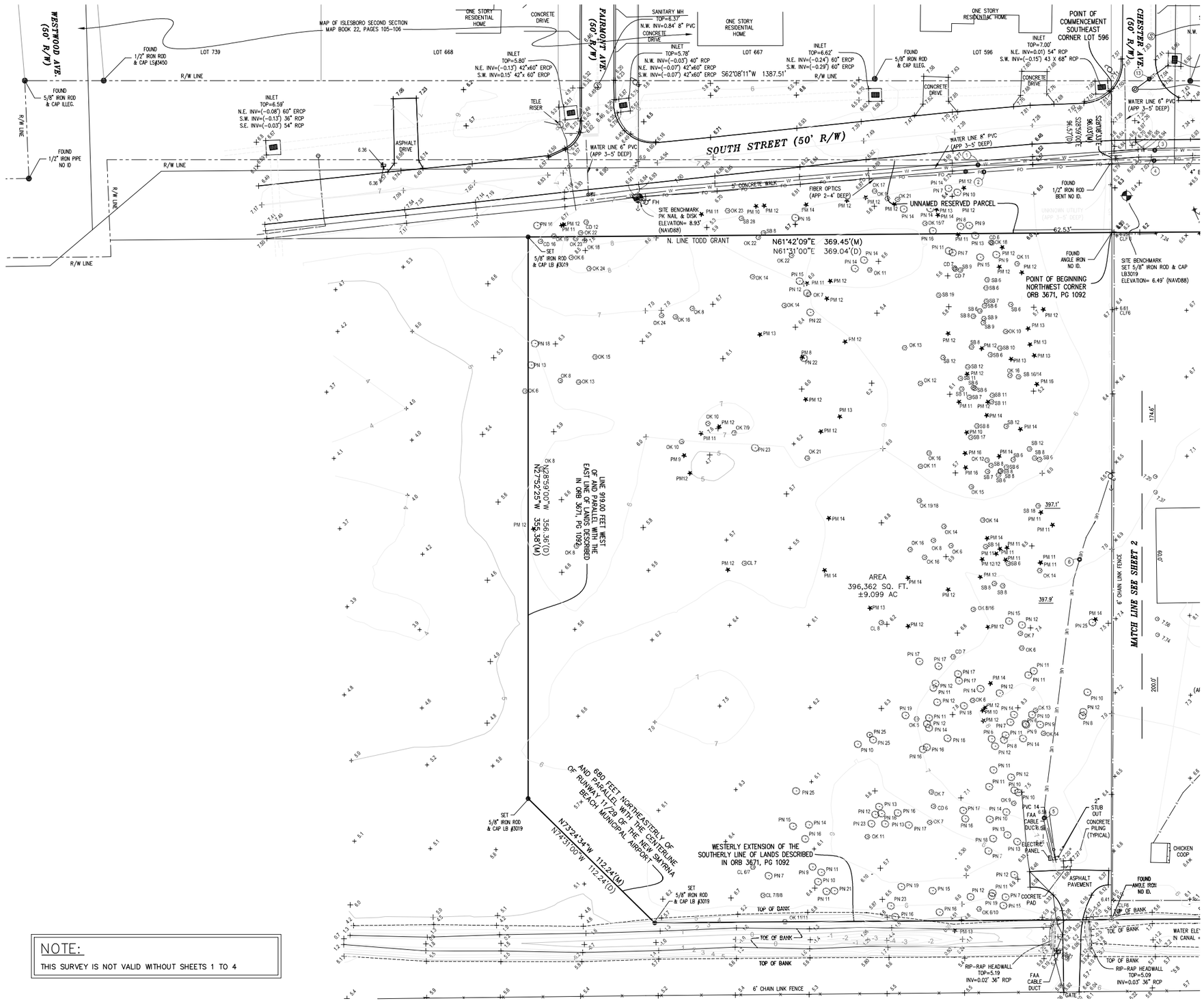
FIELD BOOK: 1553
PAGE (S): 4-11
FIELD DATE: APRIL 24, 2025
PARTY CHIEF: J SMITH
DRAWN BY: T JEPPREY
CHECKED BY: J HATTENDORF

BOUNDARY & TOPOGRAPHIC SURVEY
801 SOUTH ST.
NEW SMYRNA BEACH, FL 32168
VOLUSIA CO. MOSQUITO CONTROL SITE
CLIENT: VOLUSIA COUNTY PUBLIC WORKS DEPT.

PROJECT: 08161
JOB: 25-0383
SCALE: AS SHOWN REDUCED TO 11X17
SHEET 2 OF 4

FILE: K:\25\250742 VCMC WETLANDS\250742 REV.DWG

BOUNDARY & TOPOGRAPHIC SURVEY
FOR
VOLUSIA COUNTY - DEPARTMENT OF PUBLIC WORKS



1. VERIFICATION SITE
GROUND ELEV.=6.64'
STRUCTURE= WATER LINE
STRUCTURE DEPTH=3.30'
STRUCTURE SIZE=8"
TYPE OF MATERIAL=PVC
NOTES: EXPOSED 8" OD WM PVC

2. VERIFICATION SITE
GROUND ELEV.=6.18'
STRUCTURE= FIBER OPTIC LINE
STRUCTURE DEPTH=2.40'
STRUCTURE SIZE=1"
TYPE OF MATERIAL=DB CBL
NOTES: EXPOSED 1" OD COMM LINE DBC

3. VERIFICATION SITE
GROUND ELEV.=6.97'
STRUCTURE= WATER LINE
STRUCTURE DEPTH=3.30'
STRUCTURE SIZE=8"
TYPE OF MATERIAL=PVC
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NOTE: OPENED A MANHOLE TO CONFIRM UTILITY. UNABLE TO GET SIZE OF PIPE, IT WAS A RCP AT A DEPTH OF 3.80'

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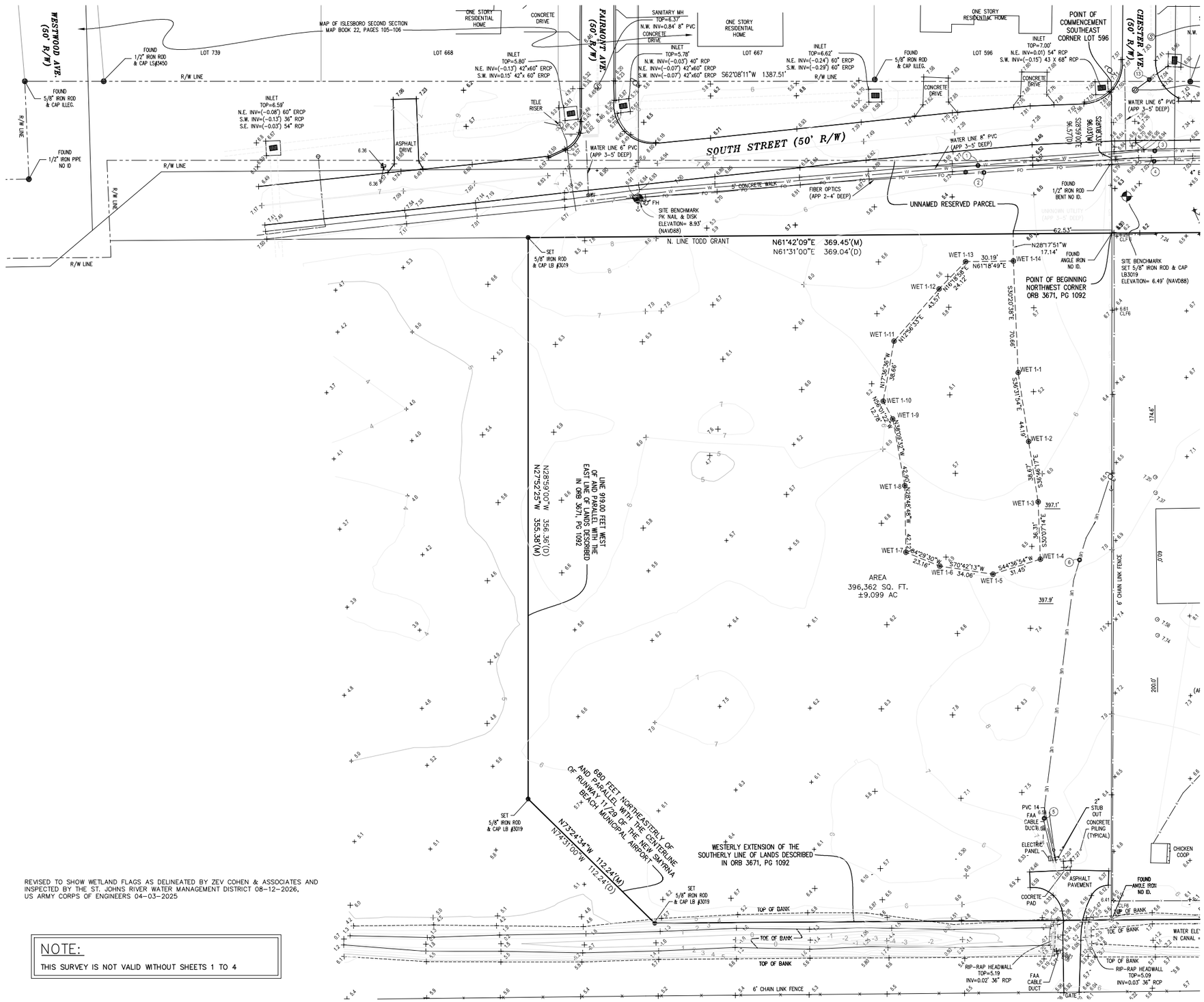
BOUNDARY & TOPOGRAPHIC SURVEY
801 SOUTH ST.
NEW SMYRNA BEACH, FL 32168
VOLUSIA CO. MOSQUITO CONTROL SITE

FIELD BOOK: 1553
PAGE (S): 4-11
FIELD DATE: APRIL 24, 2025
PARTY CHIEF: J SMITH
DRAWN BY: T JEFFREY
CHECKED BY: J HATTENDORF
CLIENT: VOLUSIA COUNTY PUBLIC WORKS DEPT.

PROJECT: 08161
JOB: 25-0383
SCALE: AS SHOWN REDUCED TO 11X17
SHEET 3 OF 4

WETLAND SURVEY
FOR
VOLUSIA COUNTY - DEPARTMENT OF PUBLIC WORKS



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REVISED TO SHOW WETLAND FLAGS AS DELINEATED BY ZEV COHEN & ASSOCIATES AND INSPECTED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT 08-12-2026, US ARMY CORPS OF ENGINEERS 04-03-2025

NOTE:
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WETLAND SURVEY
801 SOUTH ST.
NEW SMYRNA BEACH, FL 32168
VOLUSIA CO. MOSQUITO CONTROL SITE
CLIENT: VOLUSIA COUNTY PUBLIC WORKS DEPT.

PROJECT: 08161
JOB: 25-0742
SCALE: AS SHOWN REDUCED TO 11X17
SHEET 4 OF 4

Exhibit “C” – Right of Way Parcel Map (from NSB Interactive Map)

RIGHT OF WAY PARCEL LEGAL FROM VOLUSIA COUNTY PROPERTY APPRAISER WEB SITE:

39-17-33 A NARROW STRIP OF LAND AS SHOWN ON PLAT OF ISLESBORO MB 6 PG 191 MB 7 PG 22 LYING S OF SOUTH ST & N OF N/L OF TODD GRANT BETWEEN WESTWOOD AVE & INDIAN RIVER N EXC US 1 RWY & EXC E 1320 FT E OF SW CORNER OF LOT 452 ISLEBORO W M WILLIAMS GRANT PER OR 0290 PG 0025

City Interactive Map

City of New Smyrna Beach



THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE 2026 ANGLERS YACHT CLUB HOLIDAY BOAT PARADE, TO BE HELD ON SATURDAY DECEMBER 12, 2026.

October 27, 2026

Background:

The Anglers Yacht Club requests approval to present their 2026 Holiday Boat Parade. The Intracoastal waterway parade would be held on Saturday December 12, 2026 with viewing from Riverside Park. This free event would begin at 6:00pm and end at 9:00pm, with an anticipated 1000 attendees. A PA System supplied by the organizer will be in use during the full duration of the event along with a 10x10 tent for judges. There will be no alcohol sales or consumption in Riverside Park or in any City right of way during the event. Security for the event will be courtesy of Leisure Services with 2 NSBPD Off Duty officers.

Findings:

Staff recommends the approval of the 2026 Holiday Boat Parade, to be held on Saturday December 12, 2026.

Fiscal Analysis:

Permit fees will be covered by Leisure Services Grant Funding.

Strategic Plan Item:

No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

HOLIDAY BOAT PARADE ANGLERS YACHT CLUB 121226.pdf

City of New Smyrna Beach

Special Event Application Follow-Up Form

Name of Event: Holiday Boat Parade - Anglers Yacht Club

Event Date: 12/12/26 Saturday 6p - 9p

Contact Information: Kenneth Bohannon 689-1349 or Jamie Calkins 386-547-8995

Brief Event Description: Lighted holiday boat parade 1000+ attendees

Set up @ 4pm Breakdown end 10pm - @ Riverside Park near railing

Staff Reviewed:

Name	Department	Ext.	E-mail	Signature	Date
Rob Salazar	Leisure Services	2890	rsalazar@cityofnsb.com		10/13/26
Kevin Precourt	Public Works	2205	kprecourt@cityofnsb.com		10-6-26
Stephanie Doster	Planning & Dev.	2800	sdoster@cityofnsb.com		10-8-26
Don Wiech	Fire Department	7631	dwiech@cityofnsb.com		10-6-26
Katie Merrill	Fire Department	7631	kmerrill@cityofnsb.com	Katie Merrill	10/6/26
William Helms	Police Department	2297	whelms@cityofnsb.com	Sgt. W. Helms	10/6/26
Barbara Bobelak	Code Enforcement	2800	bbobelak@cityofnsb.com	Barbara Bobelak	10/6/26
Steven Mendygral	Parking	2609	smendygral@cityofnsb.com		10/6/26

Conditions of Approval:

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

2 ODM officers by Leisure Services - completed 10-13-26 JR

COI - One Day Spec Event

City Commission Approval Required? Yes ☑ No ☐ **City Event?** Yes ☐ No ☑

Date Entered into RecTrac _____ **Date Agenda Item Created** 10-7-26 **Commission Date** 10-27-26

8128

Road Closures:

No

Special Event Application

Form Submission ID:	30421626
Submission Date/Time:	10/05/2026 at 2:01 pm
Form Status:	New
Patron Email Address:	nsbholidayboatparade@gmail.com
Name:	Kenneth Bohannon

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

Holiday Boat Parade

Event Date:

12/12/2026

Name of Producer and/or Promoter

Anglers Yacht Club

Type of Organization

Non-Profit

Address

221 N. Causeway Suite A

City

New Smyrna Beach

State

FL

Zip Code

32169

Work Phone

(386)689-1349

Home Phone

(386)689-1349

Special Event Application

Website

facebook.com/nsbholidayboatparade

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:

Location of Event

Riverside Park

Description of Event

Lighted holiday boat parade

Site Plans are required and must include: Pedestrian AccessParking and Vehicular AccessLocation of Port-O-Lets (if any)Dumpsters and/or Trash CansNumber and Location of Vendor Display Areas Venue/Stage (if any)TentsBarricades/Cones Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for
a minimum of $1,000,000 must be provided no later than five days prior to the scheduled
event. Proof of insurance is required for all events if applicable.

Will an admission fee be charged at or prior to the event?

No

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

No

Event Start Time:

06:00 pm

Event End Time:

09:00 pm

Set Up Start Time:

04:00 pm

Special Event Application

Breakdown End Time:

10:00 pm

Alternative Date:

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

Facebook page

Anticipated number of attendees?

1000

Have you held this event in the City of New Smyrna Beach previously?

Yes

If yes, when?

38 previous years (not counting 2020).

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?

Yes

NOTE: Temporary buoys and markers may be placed with approval from the U.S. Coast Guard. Also, water rescue and lifesaving personnel and equipment shall be on-duty and prepared to act to protect competitors and spectators during all competition and practice.

Will the special event involve the use of aircraft?

No

NOTE: All aircraft flight operations shall conform to FAA regulations and meet minimum pilot qualifications for the given type of operation intended. Also, all operators of any type of aircraft being used shall provide the city with a certificate of insurance coverage. Insurance coverage shall provide liability insurance protection for the City in the amount of not less than $1,000,000 per person for bodily injury or death, $2,000,000 per occurrence of death, and $500,000 per occurrence for property damage, naming the City of New Smyrna Beach as â€œadditionally insured.â€•

Will the special event involve the use of motorcycles?

No

Special Event Application

<b> ENTERTAINMENT: </B>

Will there be entertainment?

Yes

If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.

10x10 Judges Tent with MC and PA system

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

Anglers Yacht Club

Type of System:

PA system

Sound Start Time:

06:00 pm

Sound End Time:

09:00 pm

Will there be carnival games and/or rides?

No

If yes, please describe the types of games and/or rides.

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

Special Event Application

<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.

<b> PARADES: </B>

Will this be considered a parade?

Yes

Special Event Application

If yes, complete below.

How many will participate?

050

Plan of route attached?

No

Parade Time: Date:____Start:____a.m./p.m. End:____a.m./p.m.

Breakdown: Date:____Start:____a.m./p.m. End:____a.m./p.m.

<b> PROPOSED RETAIL SALES: </B>

Will there be any retail sales?

No

If yes, complete below.

How many vendor locations do you hope to accomodate?

0

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

Will there be food trucks at this event?

No

<b> PROPOSED SPONSORS: </B>

Will there be any sponsors?

Yes

Special Event Application

If yes, complete below.

How many commercial sponsors with on-site visibility do you anticipate (including product sampling, giveaways, exhibits, and advertising)

None

ALCOHOLIC BEVERAGES/LIQUOR LIABILITY:

Will alcoholic beverages be dispensed, provided, or served?

No

If yes, complete below.

Name of organization licensed to sell alcohol at the event:

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

The organization hosting the event is:

PROMOTION: </B>

At what level will the event be promoted?

Regional

What type of publicity will be used?

Internet,Other

Telephone number to be released for public information

nsbholidayboatparade@gmail.com

SIGNS: </B>

Will you be using signs at your event?

No

How many signs and what dimensions?

Will you use temporary structures?

Yes

How many tents exceeding 120 square feet or greater?

0

Special Event Application

Tent locations and sizes must be included on the site plan.

One 10x10 tent for the judges along the railing in front of the restrooms in the middle of the park.

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?

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

PORT-O-LETS & SANITATION:

How many Port-O-Lets will be on-site?

0

The location of the Port-O-Lets must be included on the site plan.RECOMMENDATION: One toilet is recommended for every 300 people attending an event. If public toilets are not available at the event site, one ADA accessible toilet is required for the first 300 people, and a minimum of 5% of the restrooms must be ADA accessible. If there is a beer/ alcohol being served at the event, the recommended ratio for toilets per is 1:150 people. Existing park toilets count towards the toilet per anticipated attendee ratio. If dumpster service is needed it is required that refuse service be provided through the Cityâ€™s Public Works Department. The dumpster service, fee schedule, and information pertaining to recycling can be obtained by contacting the Public Works Department at 386-424-2212. Payment arrangements should be made prior to the event though the Public Works Department. Trash receptacles and recycling containers are to be provided by the applicant and must be located not only on event grounds, but in parking areas as well. Event grounds must be completely cleared of trash and all receptacles removed by the end of the event and is the sole responsibility of the applicant.

I acknowledge the above Port-O-Lets & Sanitation requirements:

yes

Special Event Application

SECURITY/EMERGENCY FIRE/MEDICAL SERVICES:

What are your plans for providing security at the event?

None

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):

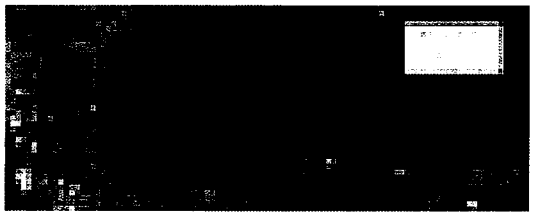
Jamie Calkins (386) 547-8975

Contact Name & Phone Number (2):

Kenny Bohannon (386) 689-1349

Upload Site Map

\Question Answers Only\1192\Boat Parade Route.jpg



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.

Signature:

Signee Name: Jamie Calkins Date: 10/05/26



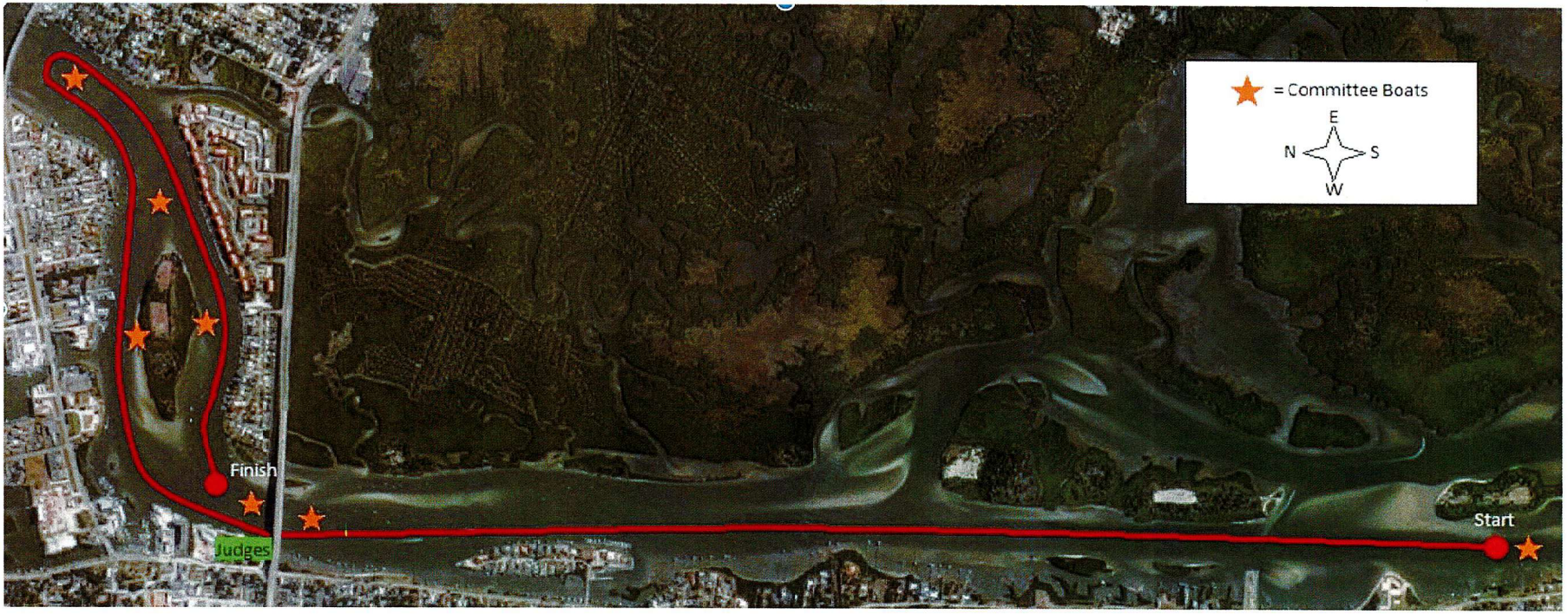
Printed Name:

Jamie Calkins

Special Event Application

Date:

10/05/2026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THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE IMAGES, A FESTIVAL OF THE ARTS TO BE HELD ON JANUARY 22, 23 AND 24, 2027.

October 27, 2026

Background:

The Atlantic Center for the Arts (ACA) will be hosting their 51st Annual IMAGES: A Festival of the Arts. This premier juried fine arts festival, will be held January 22 - 24, 2027 along Riverside Drive and a portion of Canal Street. The event hosts 230 artists, food vendors, a beer garden, children's art exhibit, and music in Riverside Park. The event wields a profound economic impact on the New Smyrna Beach community. Because of the festival, there is approximately $1.7 million in event-related spending in hotels, restaurants, and stores each year.

Atlantic Center for the Arts requests the road closures of Riverside Drive from Andrews Street to Canal Street and Canal Street from Riverside Drive to Palmetto Street, Palmetto Street half block from Canal Street to Downing Street, Downing Street from Riverside Drive to Magnolia Avenue, Douglas Street from Riverside Drive to Magnolia Street, Lytle Street from Riverside Drive to Magnolia Street, Magnolia Street from Canal Street to Downing Street, Live Oak Street half block from Canal Street to Downing Street and to have a beer garden within Riverside Park.

The City's in-kind costs are:

The Brannon Center: $14,600.00 (Rental Thursday, January 21 through Monday January 25, 2027)

Riverside Park: $2,500.00 (Rental: Thursday January 21 thru Monday January 25, 2027)

Special Event Fee: $500.00

Total Amount: $17,600.00

**This does not include in-kind services of City of New Smyrna Beach staff labor to install barricades, signage, a-frame signs, bleachers etc needed to close roads.

ACA Live will present and the City will partner as a sponsor for a concert on Saturday, January 22, 2027 at the Brannon Center. They have also agreed the City will receive $3,500 in artwork from IMAGES: A Festival of the Arts. 6 VIP credentials to be provided to Patrons Lounge and Patron Sponsor Party.

Parking will be permitted on North Riverside Drive during the event, which are currently posted as no parking. Set-up and removal of road closure barricades is the responsibility of the City. Alcohol will be consumed and will not be permitted outside the designated fenced beer garden area as approved on the State of Florida alcohol permit; the organization must provide a copy of the executed State of Florida Alcohol Permit Plan to the planning department. All alcoholic beverages sold at the event will be through IMAGES: A Festival of the Arts. No open containers will be allowed outside the designated area, nor on any City Right of Way. Private security for Friday and Saturday nights will be handled by CMG Security with two officers each evening. The Fire Department will provide fire safety inspections of all food service vendors. FD/EMS on standby. A Life Safety Plan will be required & approved by FD due to the Beer Garden. 6 NSBPD Off duty officers and 1 supervisor will be required for event security during event hours.

Findings:

The Special Events Committee has reviewed and recommends approval of IMAGES A Festival of the Arts Special Event.

Fiscal Analysis:

The city waives the fees associated with the event permit and use of the Brannon Center. The city also partners with the ACA/Images to host a concert of Saturday night of the event and splits the proceeds with the ACA. 2027 will be the second year for this concert.

Strategic Plan Item:

No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

IMAGES ART FESTIVAL 012227-012427.pdf

City of New Smyrna Beach

Special Event Application Follow-Up Form

Name of Event: IMAGES: A Festival of the Arts

Event Date: 1-22-27 thru 1-24-27 (Friday 1-5p, Sat 9a-5pm, Sun 10a-4p)

Contact Information: Kate Miller 386-427-6975 or 440-420-3670

Brief Event Description: 51st Annual Art Festival w/Food Trucks, Wine & Beer Garden, Vendors

Staff Reviewed:

Name	Department	Ext.	E-mail	Signature	Date
Rob Salazar	Leisure Services	2890	rsalazar@cityofnsb.com		10/13/26
Kevin Precourt	Public Works	2205	kprecourt@cityofnsb.com		9-22-26
Stephanie Doster	Planning & Dev.	2800	sdoster@cityofnsb.com		10-8-26
Don Wiech	Fire Department	7631	dwiech@cityofnsb.com		9-22-26
James Roberts	Fire Department	8125	jroberts@cityofnsb.com		
William Helms	Police Department	2297	whelms@cityofnsb.com	Sgt.	9/22/26
Barbara Bobelak	Code Enforcement	2800	bbobelak@cityofnsb.com	Barbara Bobelak	9/22/26
Jacob Shalls	Public Works	2205	jshalls@cityofnsb.com		
Steven Mendygral	Parking	2609	smendygral@cityofnsb.com		9/22/26

Conditions of Approval:

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

Major

PD - Will require 6 officers / complete ODM request. Beer Garden will require 1 additional officer.

Parking will assist w/ Road Closures,

EMS Standby required - 2 personnel, Beer Garden - Life Safety Plan

Banner Request: Yes [—] No [—] **Entered into RecTrac** _____ **Agenda Item Complete** 10-13-26 #8106

Road Closures:

Canal St to Orange, Riverside to Andrews, Douglas to Magnolia

City Commission Approval Required? Yes [✓] No [ ] **Agenda Date** 10-27-26 **City Event?** Yes [ ] No [✓]

Special Event Application

Form Submission ID:	29300662
Submission Date/Time:	08/26/2026 at 1:55 pm
Form Status:	New
Patron Email Address:	rentals@atlanticcenterforthearts.org
Name:	Kate Miller

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

IMAGES: A Festival of the Arts

Event Date:

01/22/2027

Name of Producer and/or Promoter

Atlantic Center for the Arts

Type of Organization

Non-Profit

Address

1414 Art Center Ave

City

New Smyrna Beach

State

Florida

Zip Code

032168

Work Phone

(386)427-6975

Home Phone

(440)420-3670

Special Event Application

Website

www.imagesfestival.org

Billing Information:

Is the party responsible for billing the same as above?

Yes

If no, please provide the proper information below.

Name

Address

EVENT INFORMATION:

Location of Event

Canal Street (to Orange), Riverside Drive (Canal to Andrews), Douglas (Riverside to Magnolia)

Description of Event

51st Annual Juried Fine Art Festival

Site Plans are required and must include: Pedestrian AccessParking and Vehicular AccessLocation of Port-O-Lets (if any)Dumpsters and/or Trash CansNumber and Location of Vendor Display Areas Venue/Stage (if any)TentsBarricades/Cones Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for
a minimum of $1,000,000 must be provided no later than five days prior to the scheduled
event. Proof of insurance is required for all events if applicable.

Will an admission fee be charged at or prior to the event?

No

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

No

Event Start Time:

06:00 am

Event End Time:

05:00 pm

Set Up Start Time:

05:00 am

Special Event Application

Breakdown End Time:

08:00 pm

Alternative Date:

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

N/A

Anticipated number of attendees?

50000

Have you held this event in the City of New Smyrna Beach previously?

Yes

If yes, when?

50 years running

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.

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

Special Event Application

<b> ENTERTAINMENT: </B>

Will there be entertainment?

Yes

If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.

This is a work in progress. Entertainment will be in Riverside Park. Will provide necessary contracts and info as it's booked

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:

Sound End Time:

Will there be carnival games and/or rides?

No

If yes, please describe the types of games and/or rides.

Name of Contractor

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

Special Event Application

<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.

<b> PARADES: </B>

Will this be considered a parade?

No

Special Event Application

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?

250

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

Fine Arts to include ceramics, paintings, jewelry, woodwork, etc.

Will there be food trucks at this event?

Yes

<b> PROPOSED SPONSORS: </B>

Will there be any sponsors?

Yes

Special Event Application

If yes, complete below.

How many commercial sponsors with on-site visibility do you anticipate (including product sampling, giveaways, exhibits, and advertising)

Approximately 15 with tents

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:

IMAGES: A Festival of the Arts

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

The organization hosting the event is:

Non-Profit/501C-3 (see below)

PROMOTION: </B>

At what level will the event be promoted?

Local

What type of publicity will be used?

Newspaper,Radio,Television,Other

Telephone number to be released for public information

3864276975

SIGNS: </B>

Will you be using signs at your event?

Yes

How many signs and what dimensions?

Falcon feather, sandwich boards, directional signs

Will you use temporary structures?

Yes

Special Event Application

How many tents exceeding 120 square feet or greater?

4

Tent locations and sizes must be included on the site plan.

See map attached, the largest tents will be in Riverside Park

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?

TRAFFIC AND PARKING: </B>

Will normal traffic patterns be altered by the event?

Yes

Will there be any road closures?

Yes

If yes, City Commission approval will be required.

If yes, list road name(s):

Canal to Orange, Riverside to Andrews, Douglas to Magnolia

Will public parking areas, streets, sidewalks, etc., be restricted or obstructed?

Yes

PORT-O-LETS & SANITATION:

How many Port-O-Lets will be on-site?

(2) 36ft trailers, (5) Handicapped, (4) Standard

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

Special Event Application

SECURITY/EMERGENCY FIRE/MEDICAL SERVICES:

What are your plans for providing security at the event?

Hire CMG Security for Friday and Saturday Nights & Boy Scouts in Riverside Park

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):

Kate Miller 440-420-3670

Contact Name & Phone Number (2):

Amanda Weston 386-679-9475

Upload Site Map

\Question Answers Only\1144\IMAGES MAP 2027.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.

Signature:

Signee Name: Kate Miller Date: 08/26/26

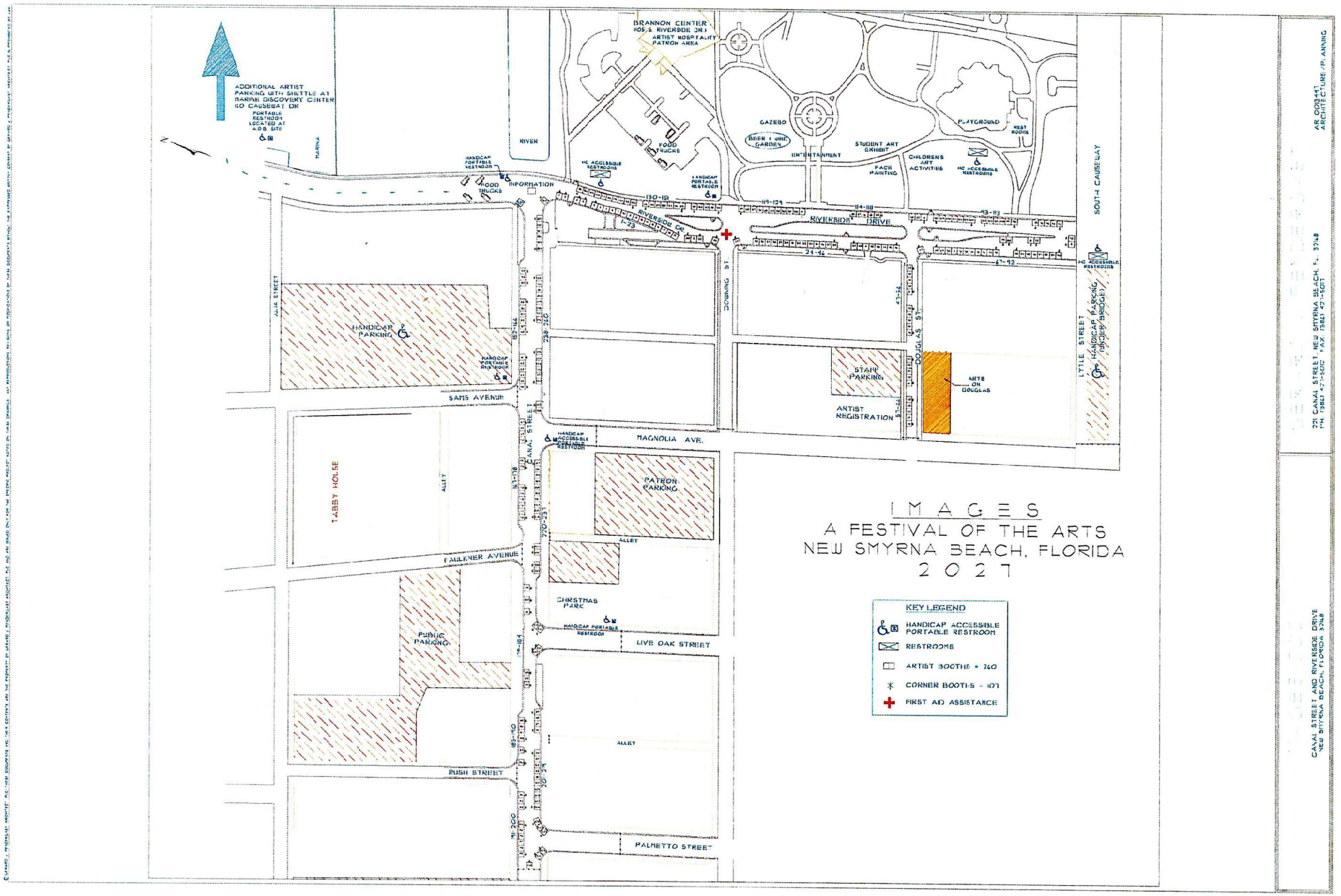


Printed Name:

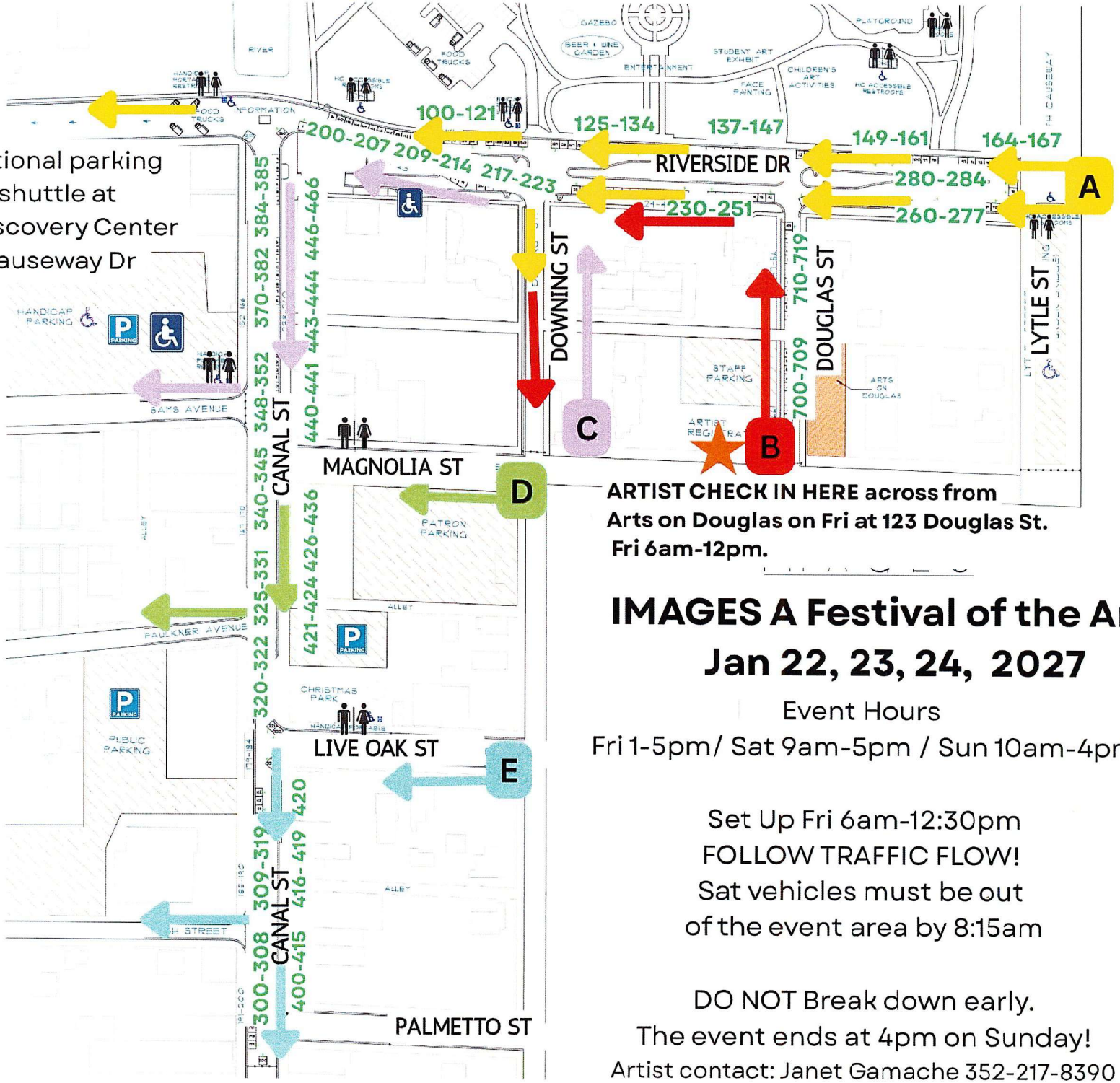
Kate Miller

Date:

08/26/2026


ADDITIONAL ARTIST PARKING WITH SHUTTLE AT MARINE DISCOVERY CENTER 100 CAUSEWAY DR
PORTABLE RESTROOM LOCATED AT ADA SITE
MARINA
RIVER
BRANNON CENTER / HOSS RIVERSIDE ON 1 ARTIST HOSPITALITY PATRON AREA
GAZEBO
BEER & WINE GARDEN
FOOD TRUCKS
ENTERTAINMENT
STUDENT ART EXHIBIT
FACE PAINTING
PLAYGROUND
CHILDRENS ART ACTIVITIES
REST ROOMS
HC ACCESSIBLE RESTROOMS
HANDICAP PORTABLE RESTROOM
FOOD TRUCKS
INFORMATION
RIVERSIDE DR
RIVERSIDE DRIVE
SOUTH CAUSEWAY
HC ACCESSIBLE RESTROOMS
HANDICAP PARKING
HANDICAP PORTABLE RESTROOM
SAMS AVENUE
JULIA STREET
DOWNING ST
DOUGLAS ST
STAFF PARKING
ARTIST REGISTRATION
ARTS ON DOUGLAS
LYTLE STREET
HANDICAP PARKING (UNDER BRIDGE)
HANDICAP ACCESSIBLE PORTABLE RESTROOM
MAGNOLIA AVE.
CANAL STREET
TABBY HOUSE
ALLEY
PATRON PARKING
FAULKNER AVENUE
CHRISTMAS PARK
HANDICAP PORTABLE RESTROOM
LIVE OAK STREET
PUBLIC PARKING
ALLEY
RUSH STREET
ALLEY
PALMETTO STREET
IMAGES
A FESTIVAL OF THE ARTS
NEW SMYRNA BEACH, FLORIDA
2027
KEY LEGEND
HANDICAP ACCESSIBLE PORTABLE RESTROOM
RESTROOMS
ARTIST BOOTHS = 260
CORNER BOOTHS = 107
FIRST AID ASSISTANCE
AR 0003447
ARCHITECTURE / PLANNING
221 CANAL STREET, NEW SMYRNA BEACH, FL. 32168
PH (386) 427-5012 FAX (386) 427-5011
CANAL STREET AND RIVERSIDE DRIVE
NEW SMYRNA BEACH, FLORIDA 32168

RV/Additional parking
with shuttle at
Marine Discovery Center
160 Causeway Dr



ARTIST CHECK IN HERE across from Arts on Douglas on Fri at 123 Douglas St. Fri 6am-12pm.

IMAGES A Festival of the Arts

Jan 22, 23, 24, 2027

Event Hours

Fri 1-5pm/ Sat 9am-5pm / Sun 10am-4pm

Set Up Fri 6am-12:30pm
FOLLOW TRAFFIC FLOW!
Sat vehicles must be out
of the event area by 8:15am

DO NOT Break down early.
The event ends at 4pm on Sunday!

Artist contact: Janet Gamache 352-217-8390

IMAGES RECAP ZOOM MEETING 9/22/26

ACA Team/ Event Managers: Kate, Amanda, Janet, Brian, William

City Team

Leisure: Rob S, Julianne N
Police: Sgt Helms, Capt Jason Reve
Fire: Dan H, Katie M, John F, Don W
Public Works: David R, Jacob S, Ben H, Kevin P
Planning: Stephanie D
Parking: Steve M
PIO: Phil Veski

1. **Review of Prior Year Concerns**

- Road closure coordination and communication.
- Parking management and public guidance.
- City staff not receiving a finalized artist traffic/site map, which created uncertainty regarding artist access and traffic flow.

2. **Site Map and Artist Traffic Flow**
   - The current event map was reviewed, including the artist access and traffic flow plan provided by ACA.
   - Site map is not yet finalized. ***(Confirm beer garden)*** Confirm # of food trucks at Canal & Riverside
   - ACA will confirm any revisions and distribute the final version once completed.

3. Road Closure Schedule

Soft Closures

Streets: Riverside/ Downing St & Magnolia/ Downing for entire event

- Barricades will be out and in place (not filled) at all intersections starting at **6:30 AM**.
- Artist vehicles will be permitted access during load-in.
- Artist load-in must be completed by **8:15 AM**.
- Barricades to be filled starting **8:15AM**

Hard Closures

Streets: Live Oak, Riverside, Sams, Faulkner, Rush

- Hard road closures will begin at **8:15 AM**.
- All artist vehicles must be removed from festival streets prior to hard closure implementation.
- Traffic control measures will be fully in place before festival opens.
- City staff to be present at all road closure intersections for traffic control.

4. Community & Business Communication Plan

The group discussed the importance of timely and consistent communication to residents, visitors, & businesses.

Agreed Actions

- Develop a **joint City/ ACA bulletin** outlining:
    - Road closure locations.
    - Closure and reopening times.
    - Recommended public parking locations.
    - Alternate access routes.
- Release event maps and parking information in advance of the festival.
- Utilize City and ACA communication channels, websites, social media, and stakeholder outreach to ensure broad distribution.

Business Outreach

- ACA will communicate directly with businesses located within the event footprint regarding operational expectations and event impacts.
- Businesses located within the festival footprint & not part of the event will not be permitted to sell or distribute products, including alcoholic beverages, outside the licensed premises of their buildings.

5. Parking and Signage

- City staff will provide all required **No Parking** signs.
- Parking recommendations will be finalized and included in public messaging ahead of the event.
- City to HARD close the parking lot under south causeway bridge – will designate as **Artist Parking** only

6. Public Safety & Security Plan

EMS

EMS will provide:

    - Two personnel.
    - One small department vehicle.
- Coverage will remain in place throughout the event weekend.

Police Department

- Current staffing plan includes:
    - Five police officers.
    - One police supervisor.
- If the proposed beer garden is approved, one additional officer will be required for security and enforcement purposes.

Overnight Security

- Boy Scouts are proposed to camp in Riverside Park to provide an additional overnight presence and support overall event security efforts. & CMG Security retained by ACA

7. Beer Garden Status

- The current ACA site map includes a proposed beer garden in Riverside Park.
- The site map has not yet been finalized.
- ACA will advise the City within one week whether the beer garden will remain part of the event plan.
- If implemented, additional law enforcement staffing will be required.

8. Alcohol Sales & Unauthorized Vendors

- ACA will provide a plan outlining how unauthorized event vendors will be prevented from selling or distributing alcoholic beverages within the event area.
- Coordination between ACA, City staff, and law enforcement will be necessary to ensure compliance with applicable regulations and event requirements.
- ACA shall notify officers if an unauthorized vendor is present and needs to be removed from the event.

9. Petitioners/ Auditors Within Event Area

- A concern was raised regarding petitioners, auditors, and other individuals seeking to engage attendees within the event footprint.
- Discussion centered on whether such individuals could be directed to designated areas.
- It was noted that, unless prohibited activity or monetary transactions are occurring on-site, City ordinance does not provide a basis for removing these individuals from the event area.
- ACA and City staff will continue evaluating operational approaches to minimize disruption while remaining compliant with applicable regulations.

10. Special Event Application Review

- The City's Special Events Committee will review the event application during the afternoon of September 22, 2026.
- Following committee review, staff will determine placement on a future City Commission agenda.
- Anticipated agenda dates include:
    - October 27, 2026
    - November 10, 2026

Action Items

ACA

- Finalize and distribute the event site map.
- Advise City staff within one week regarding the beer garden decision.
- Communicate with businesses located within the event footprint.
- Develop a plan for managing unauthorized vendors selling or distributing alcohol.
- Finalize artist traffic flow procedures.
- Submit EMS & ODM Request
- Confirm number of food trucks to be at the corner of Canal & Riverside (map shows 4, last year 2) This will help determine if we should close road with barricades or not.

City Staff

- Prepare and distribute a joint City/ACA communication bulletin. ***(date TBD)***
- Release closure maps, parking information, and traffic guidance in advance of the event. ***(date TBD)***
- Provide all required No Parking signage.
- Coordinate Special Events Committee review and Commission agenda placement. ***(tracking for 10/27/26 Commission meeting)***
- Confirm whether overnight security is included with Police Dept.

Police & EMS

- Finalize operational staffing plans.
- Confirm additional staffing requirements should the beer garden be approved.

Follow-Up Meeting

- A follow-up coordination meeting will be scheduled as necessary to review outstanding action items, confirm the final site plan, confirm dates for bulletin release, map & parking releases and address any remaining operational concerns.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/09/2026

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: Leighane Myers	
Brown & Brown Insurance Services, Inc. P.O. Box 2412 Daytona Beach FL 32115-2412	PHONE (A/C, No, Ext): (386) 239-5743	FAX (A/C, No):
	E-MAIL ADDRESS: Leighane.Myers@bbrown.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Lexington Insurance Company	19437
	INSURER B : Zenith Insurance Company	13269
	INSURER C : Auto-Owners Insurance Company	09703
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED
Atlantic Center for the Arts, Inc.
1414 Art Center Avenue
New Smyrna Beach FL 32168

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	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			019810975-00	10/15/2025	10/15/2026	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 $
C	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			49-630-747-00	10/15/2025	10/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
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		Z134562109	10/15/2025	10/15/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000
A	LIQUOR LIABILITY			019810975-00	10/15/2025	10/15/2026	EACH COMMON CAUS GENERAL AGGREGATE	1,000,000 1,000,000

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

CITY OF NEW SMYRNA BEACH IS ADDITIONAL INSURED ON THE GENERAL LIABILITY.

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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ATLANTIC CENTER FOR THE ARTS P R E S E N T S

IMAGES

A FESTIVAL OF THE ARTS

Spirit Garden Alcohol Plan

IMAGES: A Festival of the Arts

January 22-24, 2027

The Spirit Garden will provide a controlled, designated area for the service and consumption of beer and wine during IMAGES: A Festival of the Arts. The area will be approximately 40 feet wide by 30 feet deep and will be fully enclosed by temporary perimeter fencing, as shown on the accompanying Spirit Garden site plan.

Defined Consumption Area

The entire 40' × 30' Spirit Garden will serve as the designated alcohol consumption area. The perimeter will be enclosed with temporary fencing and controlled access will be maintained throughout the period of alcohol service.

The Spirit Garden will include two 20' × 10' sponsor tents, one located at the northwest corner and one at the southwest corner of the garden. Picnic table seating will be provided both within the tented areas and throughout the open garden area.

The current layout provides for approximately 12 eight-foot picnic tables, including approximately 4 tables within the two sponsor tents and 8 tables in the open garden area, with seating for approximately 96 guests. The final placement of tables will maintain clear pedestrian circulation and access to the designated entrance/exit.

Access Control

Access to the Spirit Garden will be limited to the designated entrance/exit located at the southeast corner of the fenced area, as shown on the site plan.

The entrance will be staffed at all times by an adult event staff member or alcohol-service staff member who is clearly identifiable as staff. Staff will monitor entry into the designated consumption area and will be responsible for ensuring that alcoholic beverages are not brought into or removed from the area in violation of event requirements.

All individuals serving alcohol will be TIPS trained and will comply with responsible alcohol-service practices.

Identification will be checked each time an individual is served at the designated bar.

Alcohol Control

Alcoholic beverages will be permitted only within the designated, fenced Spirit Garden consumption area. No alcoholic beverage may be removed from the Spirit Garden or carried outside the perimeter fencing. Staff will monitor the perimeter and entrance/exit throughout alcohol service to ensure compliance.

Alcohol will be served in clear plastic cups or other containers that clearly identify the beverage as alcoholic.

Alcohol inventory will be maintained in a secured area and will not be accessible to minors. Alcohol will remain under the supervision and control of designated adult staff responsible for alcohol service.

Entry / Exit Monitoring

The southeast entrance will serve as the designated entry and exit point for the Spirit Garden.

An adult staff member will be stationed at the entrance during alcohol service and will monitor guests entering and leaving the area. Staff will ensure that alcoholic beverages remain within the designated consumption area.

Trash and recycling receptacles will be provided at or immediately adjacent to the entrance/exit and throughout the Spirit Garden to encourage guests to properly dispose of cups and other containers before leaving the designated area.

Responsible Alcohol Service

All alcohol servers will be TIPS trained.

Servers will not provide alcohol to anyone who:

- Does not provide valid identification when required;
- Appears to be underage;
- Appears to be impaired or whose normal faculties appear to be affected by alcohol consumption; or
- Is behaving in a disruptive, unsafe, or inappropriate manner.

Staff will monitor the Spirit Garden throughout alcohol service and will address any concerns regarding underage access, intoxication, disruptive behavior, or attempts to remove alcohol from the designated area.

Site Plan / Tent Information

The Spirit Garden measures approximately 40' wide × 30' deep.

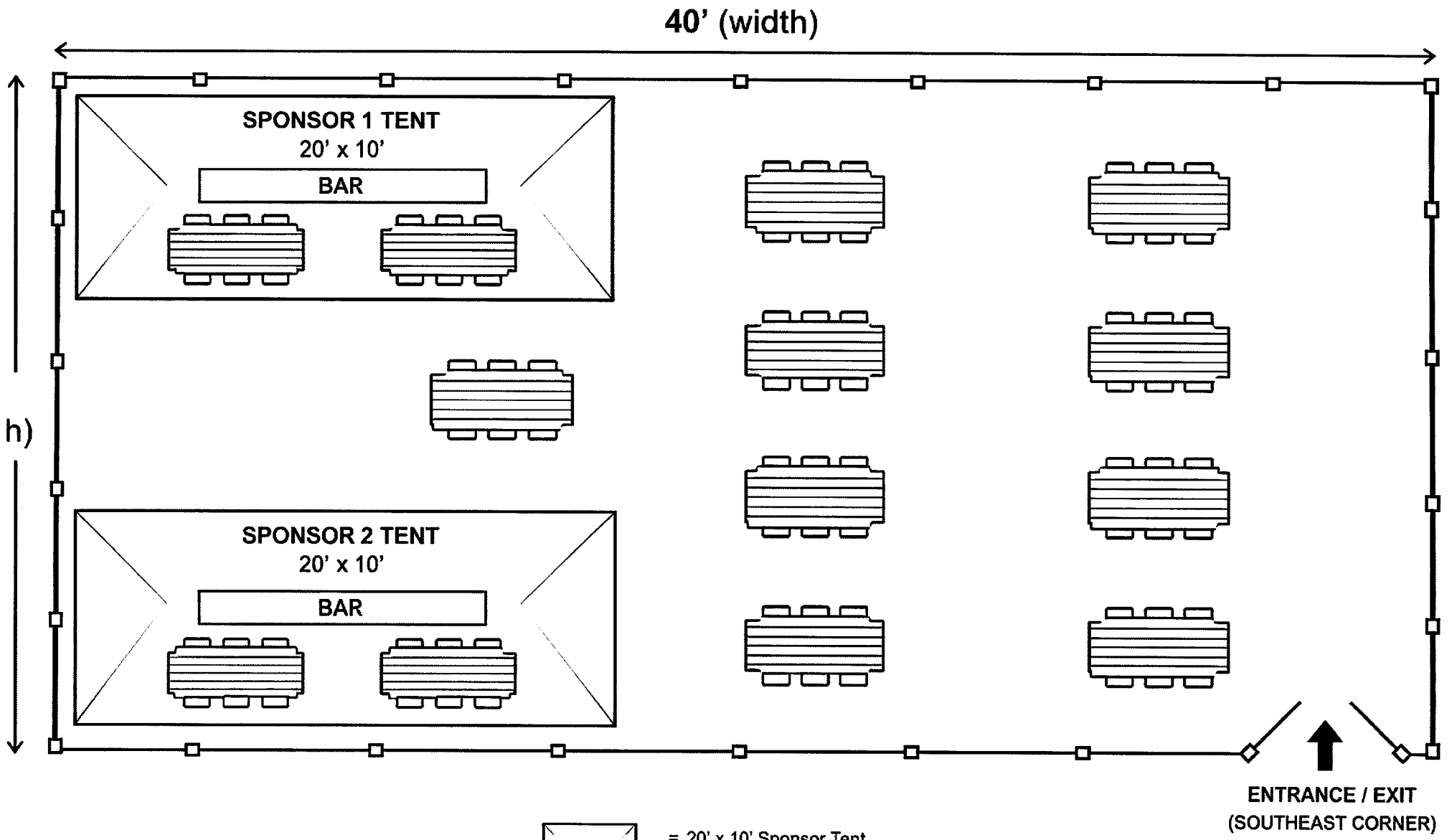
Within the fenced area:

- Sponsor Tent 1: 20' × 10', northwest corner
- Sponsor Tent 2: 20' × 10', southwest corner
- Designated Entrance/Exit: southeast corner

- Picnic Tables: approximately 12 eight-foot picnic tables total
- Seating: approximately 96 seats, based on eight seats per picnic table
- Fencing: temporary perimeter fencing enclosing the entire Spirit Garden
- Bar: temporary bar structure located within the designated tent/bar service area
- Trash/Recycling: receptacles positioned at the entrance/exit and within the garden
- Alcohol Consumption: restricted to the fenced Spirit Garden

The accompanying Spirit Garden site plan illustrates the approximate location of the perimeter fencing, sponsor tents, picnic tables, controlled entrance/exit, and designated alcohol consumption area.

The layout is intended to provide a clearly defined and easily monitored alcohol-service environment while maintaining adequate pedestrian circulation and access throughout the garden.



IRIT GARDEN LAYOUT

VIDE x 30' DEEP

= 20' x 10' Sponsor Tent (2 total)

= 8' Picnic Table (12 total – 4 in tents, 8 in open area)

= **Perimeter Fence** (encloses 40' x 30' area)

= **Entrance / Exit** (southeast corner)

Total Tables: 12 (8' each)

Seating: ~96 (8 per table)

Tent Size: 20' x 10' (each)

Consumption Area: Entire fenced area

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

CONSIDER THE APPROVAL OF THE 2027 COMMUNITY REDEVELOPMENT AGENCY (CRA) AND CITY COMMISSION MEETING DATES.

October 27, 2026

Background:

The City Charter mandates that the City Commission hold meetings on the second and fourth Tuesday of each month. A calendar of Regular, Special and Workshop Meetings Dates has been created pending City Commission approval.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

2027 City Commission Public Meeting Calendar.pdf
2027 City Commission CRA Special Workshop Public Calendar.pdf

CITY OF NEW SMYRNA BEACH

2027 CITY COMMISSION MEETING CALENDAR

Regular meetings are held at 5:30 p.m. on the second and fourth Tuesdays of each month, except as noted below.

MEETING TIME	**MEETING LOCATION**
5:30 p.m.	James W. Hathaway Commission Chambers, 214 Sams Avenue, New Smyrna Beach, FL 32168

Month	Regular Meeting Dates
January	January 12, 2027, and January 26, 2027
February	February 9, 2027, and February 23, 2027
March	March 9, 2027, and March 23, 2027
April	April 13, 2027, and April 27, 2027
May	May 11, 2027, and May 25, 2027
June	**No regular meetings**
July	July 13, 2027, and July 27, 2027
August	August 10, 2027, and August 24, 2027
September	September 14, 2027, and September 28, 2027
October	October 12, 2027, and October 26, 2027
November	November 9, 2027, and November 23, 2027
December	December 14, 2027

Meeting dates, times, and locations are subject to change through proper public notice.

CITY OF NEW SMYRNA BEACH

2027 CITY COMMISSION MEETING CALENDAR AND AGENDA DEADLINES

Community Redevelopment Agency, Special Meetings, Workshops, Strategic Planning, and Budget Meetings

MEETING LOCATION | James W. Hathaway Commission Chambers,
214 Sams Avenue, New Smyrna Beach, FL 32168, unless otherwise advised

Date	Meeting	Time
February 23, 2027	CRA Meeting	5:00 p.m.
March 17, 2027	Strategic Planning	9:00 a.m. – 3:00 p.m.
March 18, 2027	Strategic Planning	9:00 a.m. – 3:00 p.m.
May 25, 2027	CRA Meeting	5:00 p.m.
July 15, 2027	Budget Workshop	9:00 a.m. – 3:00 p.m.
July 27, 2027	Special Meeting*	5:00 p.m.
August 19, 2027	Budget Workshop	9:00 a.m. – 3:00 p.m.
August 24, 2027	CRA Meeting	5:00 p.m.
September 9, 2027	CRA Meeting – Budget	5:00 p.m.
September 9, 2027	Special Meeting Budget First Hearing	5:30 p.m.
September 23, 2027	Special Meeting Budget Second Hearing	5:30 p.m.
November 23, 2027	CRA Meeting	5:00 p.m.
December 9, 2027**	Workshop	9:00 a.m. – 12:00 p.m.

* Special Meeting to set the proposed maximum millage rate. ** Workshop scheduled if needed.

Meeting dates, times, and locations are subject to change through proper public notice.

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

SP-08-26: CONSIDER THE REVIEW AND APPROVAL OF A CLASS III SITE PLAN FOR SHOPS OF NSB, A NEW SHOPPING CENTER AT THE SOUTHEAST CORNER OF SOUTH MYRTLE AVENUE AND STATE ROAD 44.

October 27, 2026

Background:

Applicant: Scott Cole, 9010 Overlook Boulevard, Brentwood, TN 37027
Property Owner: NSB 103 Development LLC, 1215 Gessner Drive, Houston, TX 77055
Subject Parcel: 507 S. Myrtle Avenue, New Smyrna Beach, FL 32168 Parcel ID #: 7419-23-00-0041
Request: Class III Site Plan approval

Findings:

1. **Property History.** The subject site is part of the larger former Florida East Coast Railway property along South Myrtle Avenue. The approximately 103-acre property historically supported railroad operations, including a locomotive repair and roundhouse facility that was an important part of the City's industrial and employment history. The 11.37-acre Shops of New Smyrna Beach site represents redevelopment of a portion of this former industrial property.

The property also has a documented environmental history associated with its former railroad use. Environmental records identify 507 South Myrtle Avenue as the Florida East Coast Railway Locomotive Maintenance – South Yard and document prior environmental remediation activities. Redevelopment of the former railroad property has been contemplated by the City for many years. The City's Comprehensive Plan specifically identifies the FEC railroad property within the traditional core as an opportunity for infill and redevelopment and contains policies encouraging mixed-use centers, compact development, multimodal transportation, and high-quality pedestrian-oriented design in the area. The U.S. 1 Community Redevelopment Area Master Plan also recognizes redevelopment as an economic-development tool and notes the City's use of

a designated economic enhancement area to encourage redevelopment of underutilized properties.

2. **PUD History.** The property was previously zoned Industrial One (I-1) with a future land use of Industrial Mixed Use (IMU), which requires development through a Planned Unit Development. PUD-08-25 established the permitted uses, development standards, architectural requirements, transportation commitments, and other conditions governing redevelopment of the property. The Planning and Zoning Board reviewed the PUD on April 7, 2025, and voted 4-1 to recommend approval. The City Commission subsequently approved the PUD and associated Master Development Agreement. Traffic, pedestrian safety, neighborhood compatibility, tree preservation, and architectural character were among the principal issues considered during the public review process.

3. **Commission Site Plan Review.** One condition of the PUD approval requires the final site plan to be reviewed and approved by the City Commission rather than proceeding through the City's customary site plan approval process with the Planning and Zoning Board. This provides additional public oversight and allows the Commission to determine whether the final design is consistent with the commitments established during the PUD review.

4. **Development Program.** The site plan provides approximately 63,170 square feet of commercial space, including a 23,262-square-foot Sprouts grocery store and additional retail tenant space. The development includes multiple buildings, parking and loading areas, internal drives, pedestrian connections, landscaping, tree-preservation areas, stormwater facilities, retaining walls, and improvements along South Myrtle Avenue.

5. **Architectural Character.** A principal concern during the PUD review was avoiding a low-quality or conventional strip-commercial appearance at this prominent gateway location. The developer worked with City staff to establish a Florida Vernacular theme incorporating coquina-style bases, lap-board siding, articulated facades, gabled roof forms, varied rooflines, and coordinated exterior materials. The architecture exceeds the City's minimum commercial design requirements and reflects the commitments made during PUD review.

6. **Traffic Generation and Capacity.** The Traffic Impact Analysis (TIA) calculated approximately 6,159 daily external trips after internal capture. Approximately 2,604, or 42 percent, are pass-by trips made by motorists already traveling on surrounding roads. The remaining 3,555 are new external trips, including approximately 181 during the morning peak hour and 327 during the afternoon peak hour. With planned FDOT improvements included, the TIA concluded that the studied intersections and roadway

segments are expected to operate within acceptable capacity and that the project does not create a new roadway or intersection deficiency.

7. **Existing Roadway Conditions.** The TIA identified an existing capacity issue on State Road 44 near Mission Drive and Wallace Road that occurs under background conditions before project traffic is added. FDOT has planned and funded improvements addressing that condition. The earlier rezoning-level transportation review likewise concluded that the development was not expected to create a new deficiency on the surrounding network.

8. **Queues, Railroad Crossings, and Speeds.** The TIA concluded that anticipated vehicle queues should remain within available storage distances and should not block the project driveways. Train-related queues at Canal Street and 10th Street are not expected to extend to South Myrtle Avenue. Recorded average speeds on South Myrtle Avenue were approximately 26 miles per hour, with 85th-percentile speeds of approximately 29 to 31 miles per hour within the posted 30-mile-per-hour area.

9. **South Myrtle Avenue and State Road 44 Improvements.** The TIA did not determine that additional turn lanes or major capacity improvements at South Myrtle Avenue and State Road 44 were required as project mitigation. Nevertheless, the developer has voluntarily committed to improvements intended to enhance traffic flow and safety at the intersection. The developer is proposing two northbound left-turn lanes and one northbound right-turn lane on South Myrtle Avenue approaching State Road 44. The improvements also include enhanced striping, pavement markings, and associated roadway modifications. These improvements exceed the capacity-related mitigation identified by the TIA.

10. **Intersection and Pedestrian Safety.** The TIA recommends coordination with FDOT regarding potential signal-safety improvements at State Road 44 and South Myrtle Avenue. Because the two project driveways along South Myrtle Avenue will cross the existing multi-use trail, the development will also provide enhanced safety treatments at these trail crossings, including stamped-colored-concrete crosswalks, removable bollards, and appropriate trail-crossing signage consistent with the Manual on Uniform Traffic Control Devices (MUTCD).

11. **Neighborhood Traffic Calming.** Residents expressed concerns regarding traffic volumes, speeding, cut-through traffic, and neighborhood safety. Although the TIA did not identify a project-created capacity deficiency requiring neighborhood mitigation, the developer has agreed to fund traffic-calming improvements using raised speed tables to reduce vehicular speed and improve pedestrian safety. The number, type, design, and locations will be determined through coordination among affected neighborhood

representatives, the developer, and City engineering staff, subject to approval by the City Engineer.

12. **Access and Internal Circulation.** The site will be accessed from South Myrtle Avenue and Endsley Lane through an interconnected internal drive system. Truck-routing exhibits demonstrate access to loading and service areas. In response to technical comments, the applicant revised dumpster locations, truck routes, fire access, stop bars, crosswalks, and other circulation features. Endsley Lane is private, and the applicant provided documentation addressing its authority to construct the proposed improvements.

13. **Stormwater Management.** City engineering staff reviewed the stormwater calculations and modeling submitted by the applicant's civil engineer and determined that the design complies with the City's more stringent stormwater and drainage regulations adopted February 11, 2025. The proposed on-site stormwater system consists of one dry-retention pond and underground storm chambers (exfiltration system). The system limits post-development discharge rate and volume to less than pre-development conditions for the 25-year, 24-hour storm event totaling 9.5 inches of rainfall. The system was also modeled to retain the 100-year, 24-hour storm event totaling 13.0 inches of rainfall. The dry-retention pond and underground stormwater chambers provide at least one foot of freeboard above the modeled peak stage for the 25-year storm for higher flood protection. The water-quality treatment system is designed to achieve approximately 95.0 percent nitrogen reduction and 96.3 percent phosphorus reduction from pre-development to post-development discharge conditions. These enhanced measures reduce runoff, improve water quality, and provide additional protection to downstream receiving waters, including Turnbull Creek. The private stormwater system will be operated and maintained in perpetuity by the property owners in accordance with the approved operation and maintenance manual and SJRWMD ERP permit requirements.

14. **Landscaping and Historic-Tree Preservation.** The landscape and tree-mitigation plans provide perimeter buffers, parking-lot landscaping, native plantings, replacement trees, irrigation, a butterfly garden, and designated tree-preservation areas. The site design preserves historic trees and incorporates them into the landscape plan, with protection measures during construction. The landscaping, tree preservation, planting areas, and canopy coverage exceed the City's minimum requirements and the calculated buffer requirements along the north, west, and south property boundaries.

15. **Technical Review and Overall Compliance.** The site plan has undergone multidisciplinary review addressing transportation, access, fire protection, grading,

drainage, landscaping, tree preservation, and pedestrian facilities. The applicant submitted revised plans addressing City comments. Required FDOT and other outside-agency permits must be obtained before construction of affected improvements. Any agency-required change that materially alters the approved site plan must be resubmitted for City review.

16. **Enhancements Beyond Minimum Requirements.** As revised through the PUD and site plan review processes, the project incorporates Florida Vernacular architecture, enhanced landscaping and buffering, preservation of historic trees, stormwater design that meets the enhanced City and regional water-quality standards, frontage and turn-lane improvements, enhanced pedestrian and trail crossings, and developer-funded neighborhood traffic calming. These enhancements address the principal concerns raised during public review and contribute to a higher-quality development at this prominent location.

17. **Smart Growth and Sustainable Development.** Staff finds that the project incorporates principles consistent with Smart Growth and sustainable development. The project redevelops a previously used industrial railroad property within the existing urban area, constitutes infill development rather than outward expansion of the City's development footprint into a greenfield site, and is located along existing major transportation infrastructure, including State Road 44, South Myrtle Avenue, and the FEC rail corridor. The site plan further incorporates historic-tree and native-vegetation preservation, enhanced landscaping, pedestrian and trail improvements, enhanced stormwater management, and transportation improvements. These characteristics are consistent with the Comprehensive Plan's long-standing objectives for infill and redevelopment of the former FEC railroad property and for compact, coordinated development supported by existing infrastructure.

18. **Site Plan Approval Standard.** Under Section 1103.00 of the Land Development Regulations, Class III site plans are ordinarily reviewed by the Planning and Zoning Board following Technical Review Staff review. In considering a Class III site plan, the reviewing body is charged with determining whether the site plan meets the requirements of the Land Development Regulations, taking into consideration the comments of staff and the public. The reviewing body may approve, approve with conditions, disapprove, or continue consideration of the application to allow outstanding issues to be resolved. For this project, the approved PUD requires the final site plan to be considered by the City Commission in place of the customary Planning and Zoning Board approval.

19. Staff finds that the submitted site plan, meets or exceeds the applicable requirements of the Land Development Regulations and implements the requirements and commitments established by the previously approved PUD.

Staff recommends approval with the following conditions:

1. All remaining technical-review requirements shall be completed before issuance of applicable development permits.
2. All required FDOT and other outside-agency permits shall be obtained before construction of improvements governed by those permits.
3. Final building plans shall remain consistent with the approved Florida Vernacular theme, including coquina-style bases, lap-board siding, gabled rooflines, facade articulation, and coordinated exterior materials.
4. The applicant shall construct the committed transportation improvements along South Myrtle Avenue and near State Road 44, subject to final City and FDOT engineering review and approval.
5. The applicant shall fund the agreed-upon neighborhood traffic-calming improvements. The number, type, design, and locations shall be coordinated with affected neighborhood representatives and City engineering staff and approved by the City Engineer.
6. Historic trees shown for preservation shall be protected throughout construction under the approved landscape and tree-mitigation plans. Any material change affecting a preserved historic tree shall require further City approval.
7. Any outside-agency requirement that materially alters the approved site plan shall be resubmitted for City approval before construction of the modified improvement.
8. The private stormwater-management system shall be operated and maintained in perpetuity by the property owner or property owners' association under the approved operation and maintenance manual and SJRWMD ERP permit requirements.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

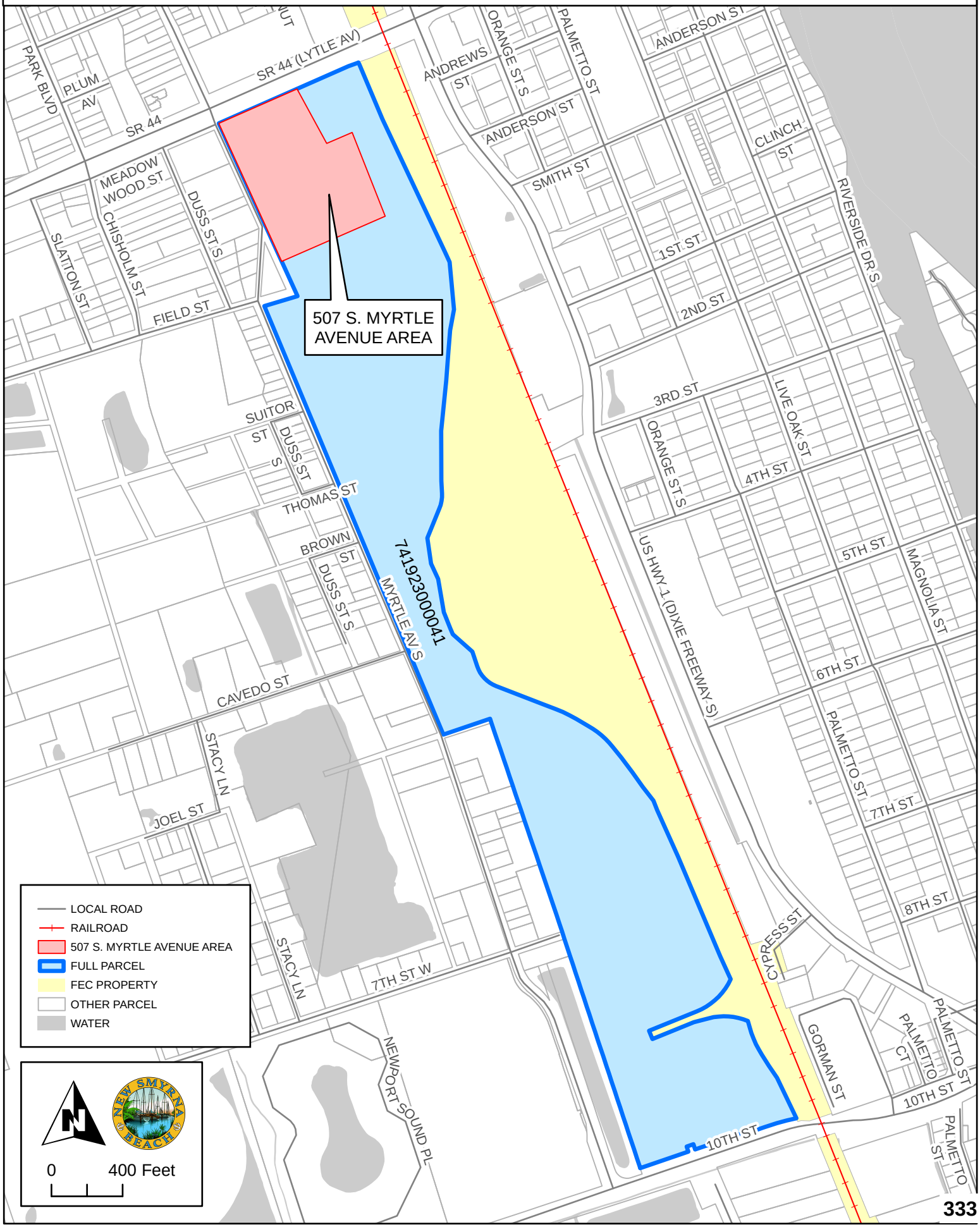
Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

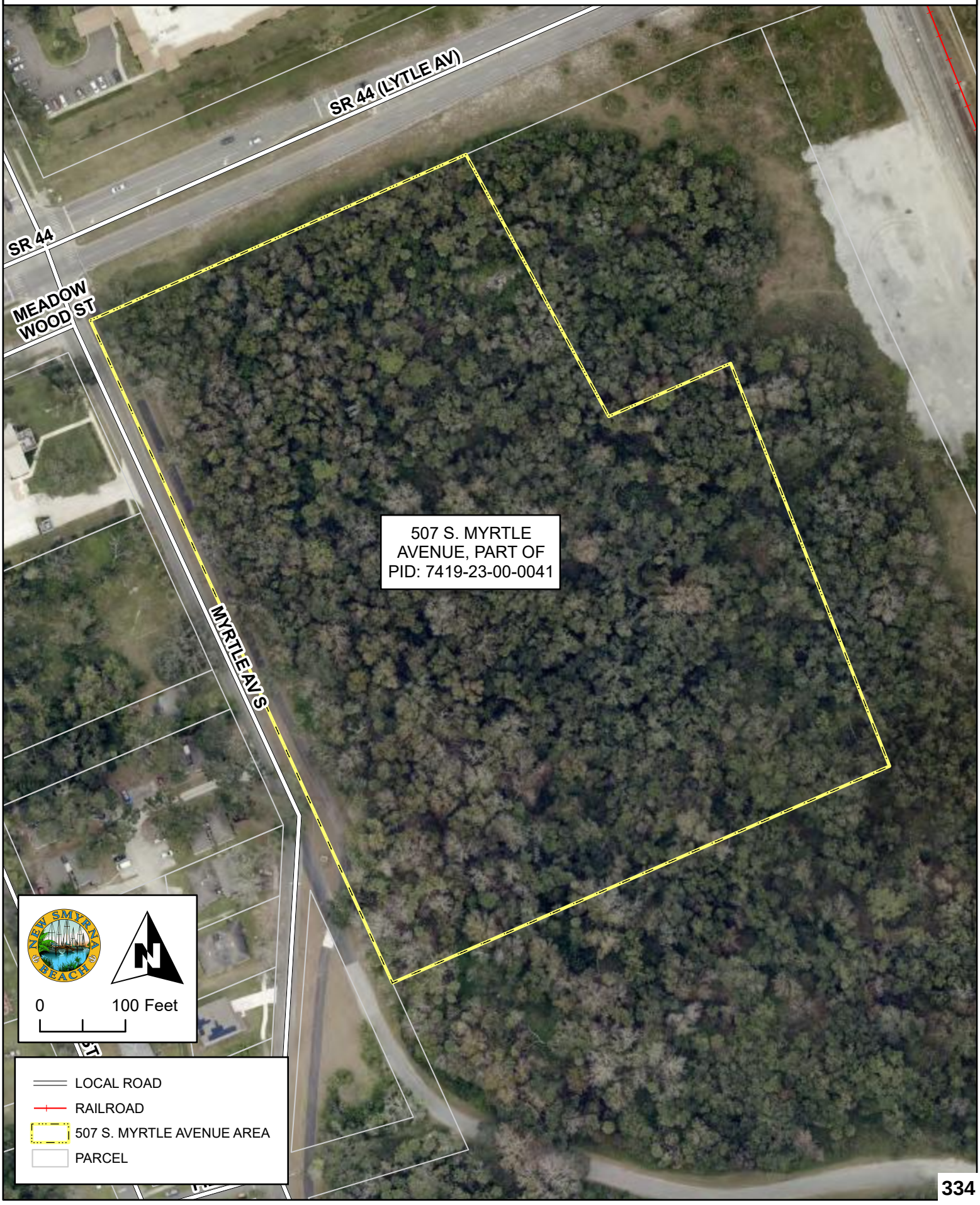
Exhibit A: Location Map
Exhibit B: Aerial Map
Exhibit C: Updated Survey
Exhibit D: Elevation Renderings
Exhibit E: Civil Engineering Drawing Set
Exhibit F: Landscape Drawing Set
Exhibit G: Traffic Impact Analysis
Exhibit H: Drainage Report

Exhibit I: Speed Cushions.pdf
Exhibit J: Minimum Standards Comparison Table

PUD-8-25: SPROUTS SHOPPING CENTER
507 S. MYRTLE AVENUE, PARCEL: 7419-23-00-0041 LOCATION MAP



PUD-8-25: SPROUTS SHOPPING CENTER
507 S. MYRTLE AVENUE, PARCEL: 7419-23-00-0041 AERIAL MAP



ALTA / NSPS LAND TITLE & TOPOGRAPHIC SURVEY

FOR

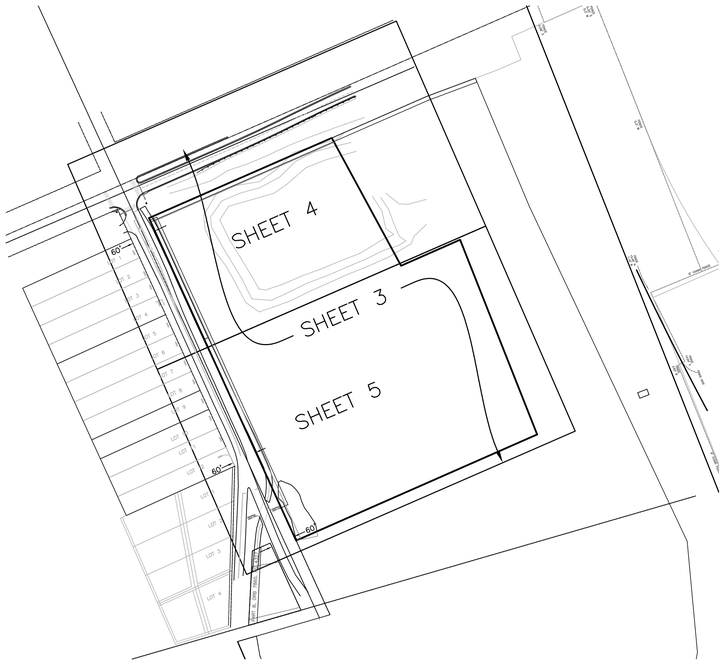
GBT REALTY CORPORATION

A PORTION OF

SECTION 41, 44, 46, 47 AND 49–
TOWNSHIP 17 SOUTH–RANGE 34 EAST
VOLUSIA COUNTY, FLORIDA

LOCATION

507 MYRTLE AVENUE, NEW SMYRNA BEACH, FL.



KEY SHEET
NOT TO SCALE

NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 5

DESCRIPTION:

BEING A PORTION OF THE HEIRS OF AMBROSE HULL GRANT, SECTION 41, TOWNSHIP 17 S, RANGE 34 E, VOLUSIA COUNTY, FLORIDA, A PORTION OF LOT 9, ALL OF LOTS 10 THROUGH 27, A PORTION OF LOT 28, A PORTION OF LOT 45, ALL OF LOTS 46 THROUGH 53, A PORTION OF LOT 54, ALONG WITH ADJACENT STREETS AND ALLEYS, SKIPPER AND SHRYOCK, AS RECORDED IN MAP BOOK 2, PAGE 170 ALSO RECORDED IN MAP BOOK 12, PAGE 10, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALL LYING SOUTHERLY OF STATE ROAD 44 (LYTLE AVENUE) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT–OF–WAY MAP SECTION 79070–2516, AND EASTERLY OF SOUTH MYRTLE AVENUE (A RIGHT–OF–WAY THAT VARIES). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT–OF–WAY LINE OF SAID STATE ROAD 44 AND THE EASTERLY RIGHT–OF–WAY LINE OF SAID SOUTH MYRTLE AVENUE, THENCE RUN N66°20'46"E ALONG THE SAID SOUTHERLY RIGHT–OF–WAY LINE, 479.00 FEET; THENCE DEPART SAID SOUTHERLY RIGHT–OF–WAY LINE, S28°26'03"E, 349.00 FEET; THENCE N66°14'25"E, 155.00 FEET; THENCE S21°34'14"E, 502.83 FEET; THENCE S66°14'27"W, 632.11 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SOUTH MYRTLE AVENUE (60' R/W); THENCE N24°31'22"W ALONG SAID EASTERLY RIGHT–OF–WAY LINE, 851.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 495136 SQ.FT. OR 11.37 ACRES MORE OR LESS.

REFERENCE MATERIAL:

STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT–OF–WAY MAP SECTION NO. 79070–2516 STATE ROAD NO. 44 (LYTLE AVENUE).

PLAT OR MAP OF TOWNSHIP 17 SOUTH, RANGE 34 EAST.

PLAT OF SKIPPER & SHYROCK, MAP BOOK 2, PAGE 170.

OFFICIAL RECORDS BOOK 7143, PAGE 4734.

BOUNDARY SURVEY PREPARED BY GEO POINT SURVEYING, INC., DATED: 05/23/2023.

ADDITIONAL SURVEY NOTES:

A. THERE ARE NO GAPS, GORES, OVERLAPS OR HIATUS INHERENT TO THE SURVEYED PROPERTIES.

B. THE SURVEYED PROPERTY HAS DIRECT PEDESTRIAN AND VEHICULAR ACCESS TO S. MYRTLE AVENUE.

C. THERE IS NO OBSERVABLE EVIDENCE OF CEMETERIES, BURIAL GROUNDS, OR INDIVIDUAL GRAVESITES.

D. THERE ARE NO DIVISION OR PARTY WALLS DESIGNATED BY THE CLIENT OR LOCATED BY THE SURVEYOR WITH RESPECT TO ADJOINING PROPERTIES.

E. NO OFFSITE EASEMENTS OR SERVITUDE BENEFITTING THE SURVEYED PROPERTIES WERE DISCLOSED IN THE RECORD DOCUMENTS PROVIDED TO THE SURVEYOR OR OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY.

F. AT THE TIME OF SURVEY, THE SURVEYOR WAS NOT AWARE OF ANY PROPOSED CHANGES IN THE STREET RIGHT OF WAY LINES OR OBSERVABLE EVIDENCE OF STREET OR SIDEWALK REPAIRS.

G. THE SUBJECT PROPERTY DOES NOT CONTAIN ANY VISIBLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.

H. NOTE THAT THE TITLE LINES AND ACTUAL POSSESSION LINES ARE THE SAME.

I. THERE IS NO OBSERVABLE EVIDENCE OF RECENT EARTHWORK.

J. REVISE SURVEY TO ADD WETLAND FLAGS AND LINES AS LOCATED BY OTHERS. NO ADDITIONAL FIELD WORK THIS DATE. (12/15/2025)(JM).

K. REVISE SURVEY TO ADDRESS CITY OF NEW SMYRNA BEACH COMMENTS RECEIVED MACH 16, 2026. ADD UTILITY STRUCTURE TABLE TO SHEET 4 OF 5. REVISE NOTE "D". NO ADDITIONAL FIELD WORK THIS DATE. (03/17/2026)(JM).

WETLAND NOTES:

1. THIS SURVEYOR IS NOT QUALIFIED TO MAKE WETLAND DETERMINATIONS. WETLANDS SHOWN HEREON WERE FLAGGED BY LORD AND WINTER, LLC. THE WETLAND BOUNDARY WAS FIELD LOCATED JULY 27, 2026. PIN FLAGS NOT MARKED IN FIELD, SURVEYOR ADDED NUMBERING.

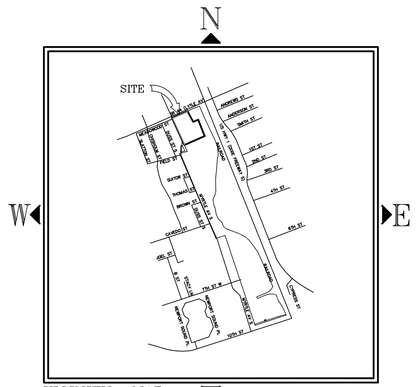
INDEX OF SHEETS:

1 COVER SHEET (CURRENT), KEY SHEET, SURVEYOR'S NOTES AND CERTIFICATIONS.

2 SCHEDULE B (EXCEPTIONS)

3 BOUNDARY SURVEY

4 & 5 TOPOGRAPHIC SURVEY



SURVEY NOTES:

1. THIS SURVEY HAS BEEN PREPARED WITH BENEFIT OF A COMMITMENT FOR TITLE INSURANCE ISSUED BY: FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER: 16–25–0191 COMMITMENT DATE: JULY 07, 2025 AT 8:00 AM.
2. THE MEASURED BEARINGS SHOWN HEREON ARE (GRID BEARINGS) BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, DERIVING A BEARING OF N66°20'42"E, ALONG **SOUTHERLY LINE OF STATE ROAD 44 (LYTLE AVENUE)**.
3. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
4. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
5. UNDERGROUND FOUNDATIONS, IF ANY HAVE NOT BEEN LOCATED OR SHOWN AS A PART OF THIS SURVEY.
6. ELEVATIONS REFER TO NAVD 1988 DATUM, UNITED STATES COAST & GEODETIC SURVEY BENCHMARK MONUMENT M–212, HAVING A PUBLISHED ELEVATION 6.31 FEET.
7. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE X, F.I.R.M. MAP NO. 12127C0543 J. MAP EFFECTIVE DATE: SEPTEMBER 29, 2017. PER WWW.FEMA.GOV WEBSITE.
8. REVISED TO ADD ELEVATIONS, REVISE CONTOURS AND SURFACE. NOVEMBER 24, 2025. (JM)
9. REVISED TO ADD RIGHT OF WAY WIDTH LABELS AT KEY POINTS PER CITY OF NEW SMYRNA BEACH COMMENTS, DATE NOVEMBER 11, 2025. NO ADDITIONAL FIELD WORK THIS DATE. (12/10/2025)(JM).
10. REVISED 6/29/2026 TO ADD BENCHMARKS. (CW)
11. REVISED 8/31/2026 TO CORRECT SCRIVENERS ERROR ON SCHEDULE B–II ITEM #9 AND RELATED NOTES. (JM)
12. ADDED PROPOSED EASEMENTS 09–10–2026.

NOTICE:

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S CERTIFICATION:

TO: GBT REALTY CORPORATION;
FIRST AMERICAN TITLE INSURANCE COMPANY;

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Jeffrey S Hattendorf Digitally signed by Jeffrey S Hattendorf Date: 2026.09.15 09:59:06 -04'00'

JEFFREY S. HATTENDORF DATE:
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 6193

NOTICE:

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S CERTIFICATION:

CERTIFIED TO AND FOR THE BENEFIT OF:
GBT REALTY CORPORATION; FIRST AMERICAN TITLE INSURANCE COMPANY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDE ITEMS 1, 2, 3, 4, 5, 11b, 13 OF TABLE A THEREOF.

THE FIELDWORK WAS COMPLETED ON JUNE 29, 2026.
DATE OF PLAT OR MAP: AUGUST 31, 2026.

Jeffrey S Hattendorf Digitally signed by Jeffrey S Hattendorf Date: 2026.09.15 09:58:02 -04'00'

JEFFREY S. HATTENDORF DATE:
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 6193

LEGEND:

- IRON ROD WITH CAP
- IRON ROD
- IRON PIPE WITH CAP
- IRON PIPE
- NAIL & DISK
- FD "X"/CUT IN CONCRETE
- CONCRETE MONUMENT
- DENOTES PC / PT
- PERMANENT CONTROL POINT
- SITE BENCHMARK
- FH FIRE HYDRANT
- GV GAS VALVE
- RUV REUSE VALVE
- SSV SANITARY SEWER VALVE
- HHE HAND HOLE (ELECTRIC)
- WM WATER METER
- GM GAS METER
- TB TELEPHONE BOX
- MB MAIL BOX
- TV CABLE TELEVISION BOX
- TSB TRAFFIC SIGNAL BOX
- WV WATER VALVE
- FOCB FIBER OPTIC CABLE BOX
- FOCV FIBER OPTIC CABLE VAULT
- ELP ELECTRIC PANEL
- FOCM FIBER OPTIC CABLE MARKER
- TPM TELEPHONE CABLE MARKER
- SIGN
- LP LIGHT POLE
- YL YARD LIGHT
- PP POWER / UTILITY POLE
- GA GUY ANCHOR
- EB ELECTRIC SERVICE BOX
- SSMH SANITARY SEWER MANHOLE
- SDMH STORM DRAIN MANHOLE
- GTMH GREASE TRAP MANHOLE
- EMH ELECTRIC MANHOLE
- UMH UTILITY MANHOLE
- CO CLEAN OUT
- FOC FIBER OPTIC CABLE MANHOLE
- RBO REUSE BLOWOFF ASSEMBLY
- WETLANDS LOCATION
- EXISTING CONCRETE
- 0.00-X EXISTING ELEVATION
- –FO– BURIED FIBER OPTIC CABLE
- –T– BURIED TELEPHONE CABLE
- –W– BURIED WATER LINE
- –E– BURIED ELECTRIC LINE
- –G– BURIED GAS LINE
- –TV– BURIED TELEVISION LINE
- –FM– BURIED FORCEMAIN
- –OH– AERIAL UTILITY LINE
- –ST– STORM WATER LINE
- CHANGE OF DIRECTION
- BACKFLOW PREVENTER

ABBREVIATIONS:

Δ	CENTRAL ANGLE	CPP	CORRUGATED PLASTIC PIPE	FH	FIRE HYDRANT	ILLEG.	ILLEGIBLE	MB	MAP BOOK	PP	POWER POLE	SEC	SECTION	WM	WATER METER
A/C	AIR CONDITIONER	CV	CHECK VALVE	FNC	FENCE	INV	INVERT	MES	MITERED END SECTION	PVC	POLYVINYL CHLORIDE	STA	STATION	WV	WATER VALVE
A.E.	ACCESS EASEMENT	(C)	CALCULATED DIMENSION	FND	FOUND	IRC	IRON ROD & CAP	MH	MANHOLE	PRV	PRESURE REDUCING VALVE	TC	TOP COVER	W/	WITH
CB	CHORD BEARING	DIP	DUCTILE IRON PIE	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	IR	IRON ROD (NO CAP)	MW	MONITORING WELL	(R)	RADIAL	TOB	TOP OF BANK		
CH	CHORD DISTANCE	DW	DRIVEWAY	FDNR	FLORIDA DEPARTMENT OF NATURAL RESOURCES	IPC	IRON PIPE & CAP	N&D	NAIL & DISK		RADIUS	TOE	TOE OF SLOPE		
CLS	CENTERLINE OF SWALE	(D)	DEED DIMENSION	FP&L CO	FLORIDA POWER & LIGHT COMPANY	IP	IRON PIPE (NO CAP)	(NR)	NON RADIAL	RCP	REINFORCED CONCRETE PIPE	TSP	TRAFFIC SIGNAL POLE		
CO	CLEANOUT	EL	ELEVATION	GA	GUY ANCHOR	IV	IRRIGATION VALVE	NAVD	NORTH AMERICAN VERTICAL DATUM	RES	RESIDENCE	TWP	TOWNSHIP		
CONC	CONCRETE	ECMP	ELLIPTICAL CORRUGATED METAL PIPE	GEN	GENERATOR	Δ	ARC LENGTH	NGVD	NATIONAL GEODETIC VERTICAL DATUM	RGE	RANGE	(TYP)	TYPICAL		
℄	CENTERLINE	EOP	END OF PIPE	GLM	GAS LINE MARKER	LB	LICENSED BUSINESS	ORB	OFFICIAL RECORDS BOOK	RV	REUSE VALVE	U.E.	UTILITY EASEMENT		
CM	CONCRETE MONUMENT	EOW	EDGE OF WATER	HDPE	HIGH DENSITY POLYETHYLENE PIPE	LP	LIGHT POLE	(P)	PLATTED DIMENSION	R/W	RIGHT OF WAY	USC & GS	UNITED STATES COAST & GEODETIC SURVEY		
CMP	CORRUGATED METAL PIPE	ES	ELECTRIC SERVICE	ID	IDENTIFICATION	(M)	MEASURED DIMENSION	PG	PAGE	SAN	SANITARY	VCP	VITREOUS CLAY PIPE		

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
LICENSED BUSINESS CERTIFICATION NUMBER 3019

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TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	CHECKED BY
SPECIFIC PURPOSE			J. HATTENDORF
ALTA/ NSPS SURVEY	JULY 30, 2025	25–0655	J. HATTENDORF
TOPOGRAPHIC SURVEY	JULY 30, 2025	25–0655	J. HATTENDORF
FOUNDATION LOCATION			
FINAL IMPROVEMENTS			
WETLAND LOCATION	JULY 27, 2026	26–0621	J. HATTENDORF

FIELD BOOK:1558	PAGE (S): 47, 50, 51, 55	FIELD BOOK:1560	PAGE (S): 16–18, 24, 26–28
FIELD DATE: JUNE 29, 2026	PARTY CHIEF: K. HELMICK	DRAWN BY: J. MOLLER	CHECKED BY: J. HATTENDORF

ALTA/NSPS LAND TITLE SURVEY AND TOPOGRAPHIC SURVEY

507 MYRTLE STREET,
NEW SMYRNA BEACH, FLORIDA

CLIENT: GBT REALTY CORPORATION

PROJECT: 07104
JOB: 25–0655
SCALE: N/A
SHEET: 1 OF 5

FILE: K:/ 25/ 250655 SPROUTS ALTA/ 250655 ALTA.DWG

335

SCHEDULE "B" – EXCEPTIONS

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS FORM.

2. TAXES AND ASSESSMENTS FOR THE YEAR 2025 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE.

3. STANDARD EXCEPTIONS:

   A. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

   B. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.

   C. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.

   D. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS IN THE PUBLIC RECORDS.

4. ANY CLAIM THAT ANY PORTION OF THE INSURED LAND IS SOVEREIGN LANDS OF THE STATE OF FLORIDA, INCLUDING SUBMERGED, FILLED OR ARTIFICIALLY EXPOSED LANDS ACCRETED TO SUCH LAND.
   NO SUBMERGED LANDS INCLUDED IN PROJECT.

5. ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER, SEWER OR GAS SYSTEM SUPPLYING THE INSURED LAND.
   ITEMS #1 THRU 5 STANDARD EXCEPTIONS.

   A. RIGHTS OF TENANTS OCCUPYING ALL OR PART OF THE INSURED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS.
   NOT A SURVEY MATTER.

6. GRANT OF EASEMENT BY AND BETWEEN FLORIDA EAST COAST RAILWAY COMPANY, GRANTOR, AND CITY OF NEW SMYRNA BEACH, A MUNICIPAL CORPORATION, GRANTEE, RECORDED APRIL 24, 1978, IN OFFICIAL RECORDS BOOK 1977, PAGE 85.
   DOES NOT AFFECT SUBJECT PROPERTY. NOT GRAPHICALLY DEPICTED.

7. QUITCLAIM DEED AND GRANT OF EASEMENT BY AND BETWEEN FLORIDA EAST COAST RAILWAY, L.L.C., GRANTOR, AND FDG RAIL HOLDINGS 8 LLC, GRANTEE, RECORDED DECEMBER 28, 2007, IN OFFICIAL RECORDS BOOK 6173, PAGE 3151; AS AFFECTED BY THAT CERTAIN SUBORDINATION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7860, PAGE 4327.
   SUBJECT PROPERTY A PORTION OF PROPERTY DESCRIBED IN ORB 6173, PG 3151.
   ORB 7860, PG 4327, AFFECTS SUBJECT PROPERTY. SHOWN HEREON.

8. TWENTY FOOT (20') EASEMENT IN FAVOR OF THE CITY OF NEW SMYRNA AFFECTING A PORTION OF THE WESTERLY BOUNDARY OF PARCEL A AS DISCLOSED BY RIGHT-OF-WAY AND TRACT MAP DATED JUNE 30, 1916; AS AFFECTED BY FLORIDA EAST COAST RAILWAY COMPANY STATION MAP V.2/S.T. 1C, DATED SEPTEMBER 18, 1945; REDRAWN AND CORRECTED OCTOBER 12, 1970; AND A WILLIAM E. SWOOPE JR. SKETCH AND LEGAL DATED SEPTEMBER 14, 1975 SHOWING A 30 FOOT EASEMENT; AS DISCLOSED BY UPHAM, INC., PROFESSIONAL SURVEYORS, WORK ORDER #071206 DATED DECEMBER 14, 2007, WHICH IS RECORDED AS EXHIBIT A TO EASEMENT DEED RECORDED OCTOBER 19, 2009 IN OFFICIAL RECORDS BOOK 6407, PAGE 4943.
   DOES NOT AFFECT SUBJECT PROPERTY. OFF SITE, NOT GRAPHICALLY DEPICTED.

9. UNRECORDED LICENSES REFERRED TO IN, AND EASEMENT IN FAVOR OF PI LAND HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY BY EASEMENT AGREEMENT RECORDED APRIL 17, 2014 IN OFFICIAL RECORDS BOOK 6979, PAGE 4629; SUBORDINATION AGREEMENT RECORDED JUNE 5, 2020, IN OFFICIAL RECORDS BOOK 7860, PAGE 4343; AS AFFECTED BY THAT CERTAIN SUBORDINATION OF UTILITY INTERESTS RECORDED IN OFFICIAL RECORDS BOOK 8135, PAGE 768.
   ORB 6979, PG 4629, AFFECTS SUBJECT PROPERTY. SHOWN HEREON.
   ORB 7860, PG 4343, AFFECTS SUBJECT PROPERTY. SHOWN HEREON.
   ORB 8135, PG 768, DOES NOT AFFECT SUBJECT PROPERTY. OFF SITE, NOT GRAPHICALLY DEPICTED.

10. ASSIGNMENT OF DEVELOPMENT RIGHTS RECORDED IN OFFICIAL RECORDS BOOK 7143, PAGE 4645.
    ORB 7143, PG 4645, DOES NOT AFFECT SUBJECT PROPERTY. OFF SITE, NOT GRAPHICALLY DEPICTED.

11. ASSIGNMENT OF DEVELOPMENT RIGHTS RECORDED IN OFFICIAL RECORDS BOOK 7143, PAGE 4654.
    ORB 7143, PG 4654, PARENT TRACT OF SUBJECT PROPERTY. AFFECTS SUBJECT PROPERTY.
    BLANKET IN NATURE NOT GRAPHICALLY DEPICTED.

12. EASEMENT AGREEMENT BY AND BETWEEN FDG RAIL HOLDINGS 8 LLC, A DELAWARE LIMITED LIABILITY COMPANY, GRANTOR, AND FDG FLAGER STATION II LLC, A DELAWARE LIMITED LIABILITY COMPANY, GRANTEE, RECORDED JULY 28, 2015, IN OFFICIAL RECORDS BOOK 7143, PAGE 4717; AS AFFECTED BY THAT CERTAIN SUBORDINATION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7860, PAGE 4359.
    ORB 7143, PG 4717, AFFECTS SUBJECT PROPERTY. SHOWN HEREON.
    ORB 7860, PG 4359, SAME AS ITEM #7, ORB ORB 7860 PG 4327, AFFECTS SUBJECT PROPERTY.
    SHOWN HEREON.

13. PERPETUAL EASEMENT BY AND BETWEEN NSB 103 DEVELOPMENT LLC, A FLORIDA LIMITED LIABILITY COMPANY, GRANTOR, AND CITY OF NEW SMYRNA BEACH, A FLORIDA SUBDIVISION, GRANTEE, RECORDED JUNE 5, 2020, IN OFFICIAL RECORDS BOOK 7860, PAGE 4311.
    AFFECTS SUBJECT PROPERTY. SHOWN HEREON.

14. RESTRICTIONS, COVENANTS, AND CONDITIONS AS SET FORTH IN THAT CERTAIN DECLARATION OF RESTRICTIVE COVENANT RECORDED APRIL 25, 2022 IN OFFICIAL RECORDS BOOK 8242, PAGE 1411, AS MAY BE SUBSEQUENTLY AMENDED.
    DOES NOT AFFECT SUBJECT PROPERTY. OFF SITE, NOT GRAPHICALLY DEPICTED.

15. RESTRICTIONS, COVENANTS, AND CONDITIONS AS SET FORTH IN THAT CERTAIN DECLARATION OF RESTRICTIVE COVENANT RECORDED MAY 24, 2022 IN OFFICIAL RECORDS BOOK 8259, PAGE 882, AS MAY BE SUBSEQUENTLY AMENDED.
    SAME AS # 14 ABOVE.
    DOES NOT AFFECT SUBJECT PROPERTY. OFF SITE, NOT GRAPHICALLY DEPICTED.

    FOR 2024 TAX YEAR PARCEL/ID # 741923000041, GROSS TAX AMOUNT IS $31,909.53, EXEMPTION TYPE IS NONE, AND PAYMENT STATUS IS PAID.
    NOT A SURVEY MATTER.

UTILITY CONTACTS:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

-UTILITY COMPANIES HAVE BEEN CONTACTED THROUGH "CALL SUNSHINE"
(UNDERGROUND CABLE LOCATING SERVICE) 1-800-432-4770
TICKET No. 202507569 (S.R. 44) AS PER THE "UNDERGROUND FACILITY DAMAGE PREVENTION ACT".

-THE FOLLOWING UTILITIES RESPONDED AFTER NOTIFICATION BY "CALL SUNSHINE".

TICKET 202507569
FL : VOLUSIA COUNTY, NEW SMYRNA BEACH
SR 44

AT&T NATIONAL DAMAGE PREVENTION:
*** NOTIFICATION OF HIGH PRIORITY FACILITIES ONSITE ***
THIS LOCATE REQUEST IS NEAR AN AT&T HIGH PROFILE FACILITY. BEFORE DIGGING IN THIS AREA WAIT ON LOCATES TO BE PERFORMED. TAKE CARE TO OBSERVE SITE MARKINGS SUCH AS PAINT AND FLAGS. HAND DIGGING IS MANDATORY WITHIN THE STATUTORY TOLERANCE ZONE.

A T & T/ DISTRIBUTION
- NO CONFLICT - UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

CHARTER COMMUNICATIONS
- NO CONFLICT - UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

COGENT COMMUNICATIONS
- CLEAR NO FACILITIES

FLORIDA POWER & LIGHT - NORTH FIBER
- CLEAR NO FACILITIES

FLORIDA PUBLIC UTILITIES CO.
- MARKED

UNITI FIBER LLC
- CLEAR NO FACILITIES

UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH - ELECTRIC
- NO CONFLICT - UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH - WATER
- MARKED

WIRE 3, LLC
- NO CONFLICT - UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

USSP01:
- SPRINT FIBER OPTIC CABLE, WITH COGENT COMMUNICATIONS, WILL NOT BE IMPACTED BY THE WORK AS DESCRIBED ON THIS ONE-CALL CENTER TICKET. IF YOU HAVE ANY QUESTIONS OR CONCERNS, PLEASE CALL THE COGENT'S CALL BEFORE YOU DIG GROUP AT 1-800-521-0579.

CHARTER-TIME WARNER CAB
- NOT MARKED EXCAVATION SITE CLEAR*

FPL FIBER
- NOT MARKED EXCAVATION SITE CLEAR*

UTILITY CONTACTS:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

-UTILITY COMPANIES HAVE BEEN CONTACTED THROUGH "CALL SUNSHINE"
(UNDERGROUND CABLE LOCATING SERVICE) 1-800-432-4770
TICKET No.'S 202507664, 202507569, AND 202507664 AS PER THE "UNDERGROUND FACILITY DAMAGE PREVENTION ACT".

-THE FOLLOWING UTILITIES RESPONDED AFTER NOTIFICATION BY "CALL SUNSHINE".

TICKET 202507664
FL : VOLUSIA COUNTY, NEW SMYRNA BEACH
ENDSLEY LN

AT&T NATIONAL DAMAGE PREVENTION:
*** NOTIFICATION OF HIGH PRIORITY FACILITIES ONSITE ***
THIS LOCATE REQUEST IS NEAR AN AT&T HIGH PROFILE FACILITY. BEFORE DIGGING IN THIS AREA WAIT ON LOCATES TO BE PERFORMED. TAKE CARE TO OBSERVE SITE MARKINGS SUCH AS PAINT AND FLAGS. HAND DIGGING IS MANDATORY WITHIN THE STATUTORY TOLERANCE ZONE.

A T & T/ DISTRIBUTION
- NO CONFLICT - UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

CHARTER COMMUNICATIONS
- CLEAR NO FACILITIES

FLORIDA PUBLIC UTILITIES CO.
- MARKED

UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH - ELECTRIC
- CLEAR NO FACILITIES

UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH - WATER
- CLEAR NO FACILITIES

CHARTER-TIME WARNER CAB
- MARKED 4 - EXCAVATION SITE CLEAR

UTILITY CONTACTS:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

-UTILITY COMPANIES HAVE BEEN CONTACTED THROUGH "CALL SUNSHINE"
(UNDERGROUND CABLE LOCATING SERVICE) 1-800-432-4770
PER THE "UNDERGROUND FACILITY DAMAGE PREVENTION ACT".

-THE FOLLOWING UTILITIES RESPONDED AFTER NOTIFICATION BY "CALL SUNSHINE".

TICKET No. 202507604
FL : VOLUSIA COUNTY, NEW SMYRNA BEACH
S MYRTLE AVE

A T & T/ DISTRIBUTION
- MARKED

CHARTER COMMUNICATIONS
- MARKED

COGENT COMMUNICATIONS
- CLEAR NO FACILITIES

FLORIDA POWER & LIGHT - NORTH FIBER
- CLEAR NO FACILITIES

FLORIDA PUBLIC UTILITIES CO.
- MARKED

UNITI FIBER LLC
- CLEAR NO FACILITIES

UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH - ELECTRIC
- NO CONFLICT - UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH - WATER
- MARKED

WIRE 3, LLC
- NO CONFLICT - UTILITY IS OUTSIDE OF THE REQUESTED WORK SITE

USSP01:
- SPRINT FIBER OPTIC CABLE, WITH COGENT COMMUNICATIONS, WILL NOT BE IMPACTED BY THE WORK AS DESCRIBED ON THIS ONE-CALL CENTER TICKET. IF YOU HAVE ANY QUESTIONS OR CONCERNS, PLEASE CALL THE COGENT'S CALL BEFORE YOU DIG GROUP AT 1-800-521-0579.

FPL FIBER
- NOT MARKED EXCAVATION SITE CLEAR*

NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 5

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL 32127
LICENSED BUSINESS CERTIFICATION NUMBER 3019

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TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	CHECKED BY
SPECIFIC PURPOSE			
ALTA/ NSPS SURVEY	JULY 30, 2025	25-0655	J. HATTENDORF
TOPOGRAPHIC SURVEY	JULY 30, 2025	25-0655	J. HATTENDORF
FOUNDATION LOCATION			
FINAL IMPROVEMENTS			
WETLAND LOCATION	JULY 27, 2026	26-0621	J. HATTENDORF

FIELD BOOK:1558	FIELD BOOK:1560	FIELD BOOK:1560
PAGE (S): 47, 50, 51, 55	PAGE (S):	PAGE (S): 16-18, 24, 26-28
FIELD DATE: JUNE 29, 2026	PARTY CHIEF: J. PENFIELD, K. HELMICK	DRAWN BY: J. NOLLER
		CHECKED BY: J. HATTENDORF

ALTA/NSPS LAND TITLE SURVEY AND TOPOGRAPHIC SURVEY

507 MYRTLE STREET,
NEW SMYRNA BEACH, FLORIDA

CLIENT: GBT REALTY CORPORATION

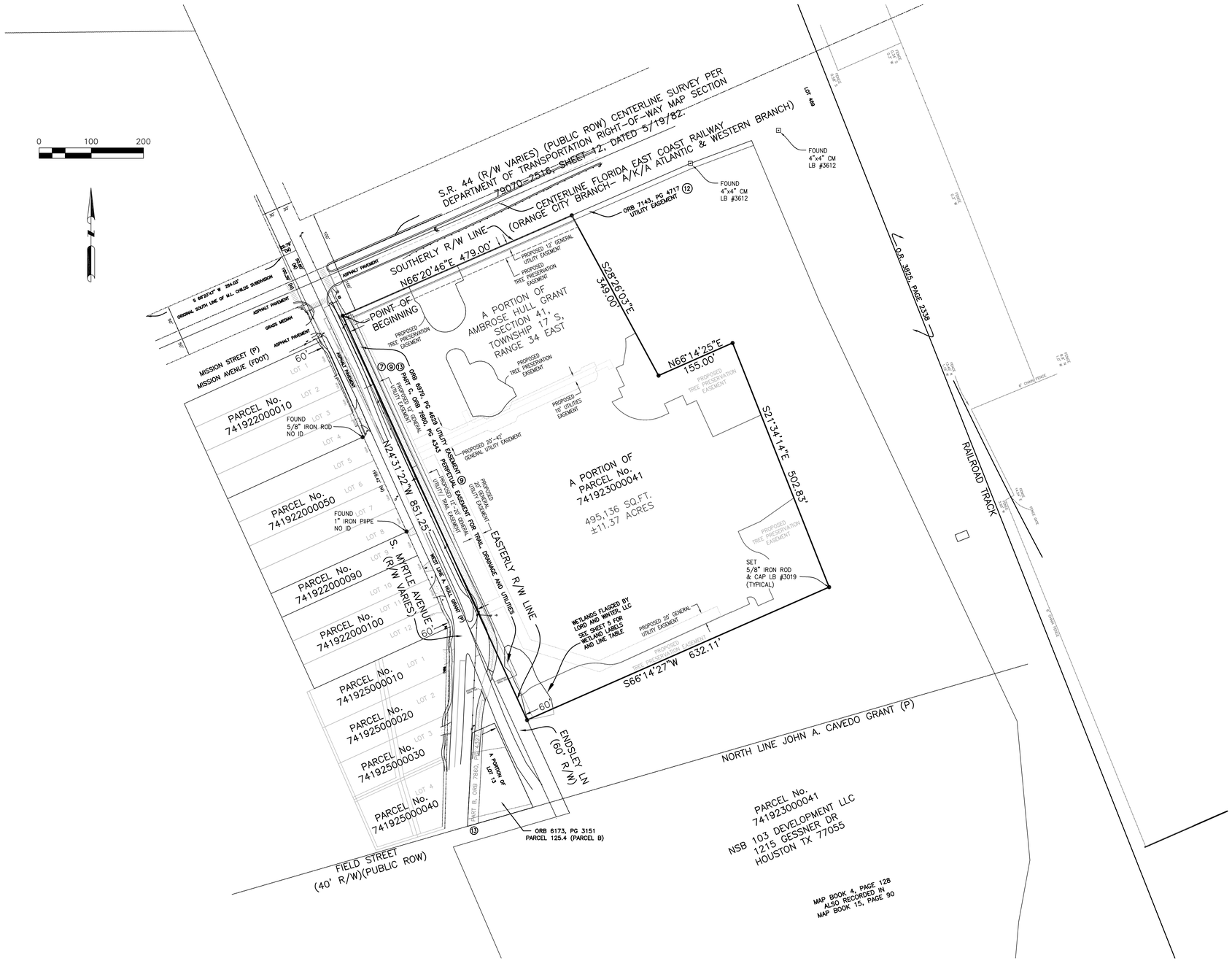
PROJECT: 07104
JOB: 25-0655
SCALE: N/A
SHEET: 2 OF 5

FILE: K:/ 25/ 250655 SPROUTS ALTA/ 250655 ALTA.DWG

ALTA / NSPS LAND TITLE
& TOPOGRAPHIC SURVEY

FOR

GBT REALTY CORPORATION



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PROFESSIONAL LAND SURVEYORS
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LICENSED BUSINESS CERTIFICATION NUMBER 3019

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FOUNDATION LOCATION			
FINAL IMPROVEMENTS			
WETLAND LOCATION	JULY 27, 2026	26-0621	J. HATTENDORF

FIELD DATE: JUNE 29, 2026	FIELD BOOK:	FIELD BOOK:1558
PARTY CHIEF: J. PENFIELD K. HELMICK	PAGE (S):	PAGE (S): 47, 50, 51, 55
DRAWN BY: J. MOLLER	FIELD BOOK:	FIELD BOOK:1560
CHECKED BY: J. HATTENDORF	PAGE (S):	PAGE (S): 16-18, 24, 26-28

ALTA /NSPS LAND TITLE SURVEY AND TOPOGRAPHIC SURVEY

507 MYRTLE STREET, NEW SMYRNA BEACH, FLORIDA

CLIENT: GBT REALTY CORPORATION

PROJECT: 07104

JOB: 25-0655

SCALE: 1"=100'

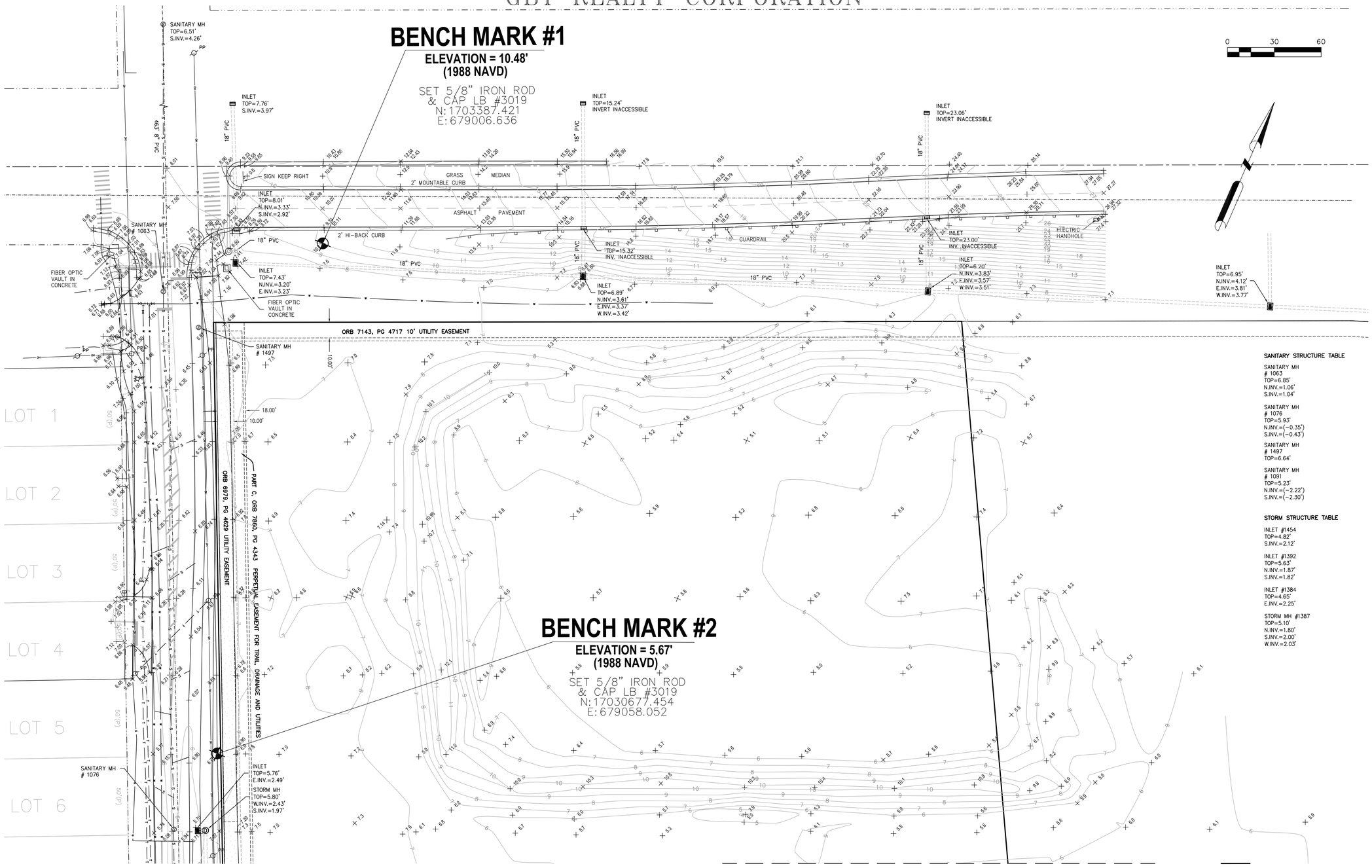
SHEET: 3 OF 5

FILE: K:/ 25/ 250655 SPROUTS ALTA/ 250655 ALTA.DWG

ALTA / NSPS LAND TITLE
& TOPOGRAPHIC SURVEY

FOR

GBT REALTY CORPORATION



SANITARY STRUCTURE TABLE

SANITARY MH
# 1063
TOP=6.85'
N.INV.=1.06'
S.INV.=1.04'

SANITARY MH
# 1076
TOP=5.93'
N.INV.=(-0.35')
S.INV.=(-0.43')

SANITARY MH
# 1497
TOP=6.64'

SANITARY MH
# 1091
TOP=5.23'
N.INV.=(-2.22')
S.INV.=(-2.30')

STORM STRUCTURE TABLE

INLET #1454
TOP=4.82'
S.INV.=2.12'

INLET #1392
TOP=5.63'
N.INV.=1.87'
S.INV.=1.82'

INLET #1384
TOP=4.65'
E.INV.=2.25'

STORM MH #1387
TOP=5.10'
N.INV.=1.80'
S.INV.=2.00'
W.INV.=2.03'

NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 5

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL 32127
LICENSED BUSINESS CERTIFICATION NUMBER 3019

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TOPOGRAPHIC SURVEY	JULY 30, 2025	25-0655	J. HATTENDORF
FOUNDATION LOCATION			
FINAL IMPROVEMENTS			
WETLAND LOCATION	JULY 27, 2026	26-0621	J. HATTENDORF

ALTA/NSPS LAND TITLE SURVEY AND TOPOGRAPHIC SURVEY

507 MYRTLE STREET,
NEW SMYRNA BEACH, FLORIDA

CLIENT: GBT REALTY CORPORATION

FIELD BOOK:1558	*FIELD BOOK:1560*	*FIELD BOOK:1560*
PAGE (S): 47, 50, 51, 55	*PAGE (S): 16-18, 24, 26-28*	
FIELD DATE: JUNE 29, 2026	*PARTY CHIEF: J. PENFIELD, K. HELMICK*	*DRAWN BY: J. MOLLER*
CHECKED BY: J. HATTENDORF		

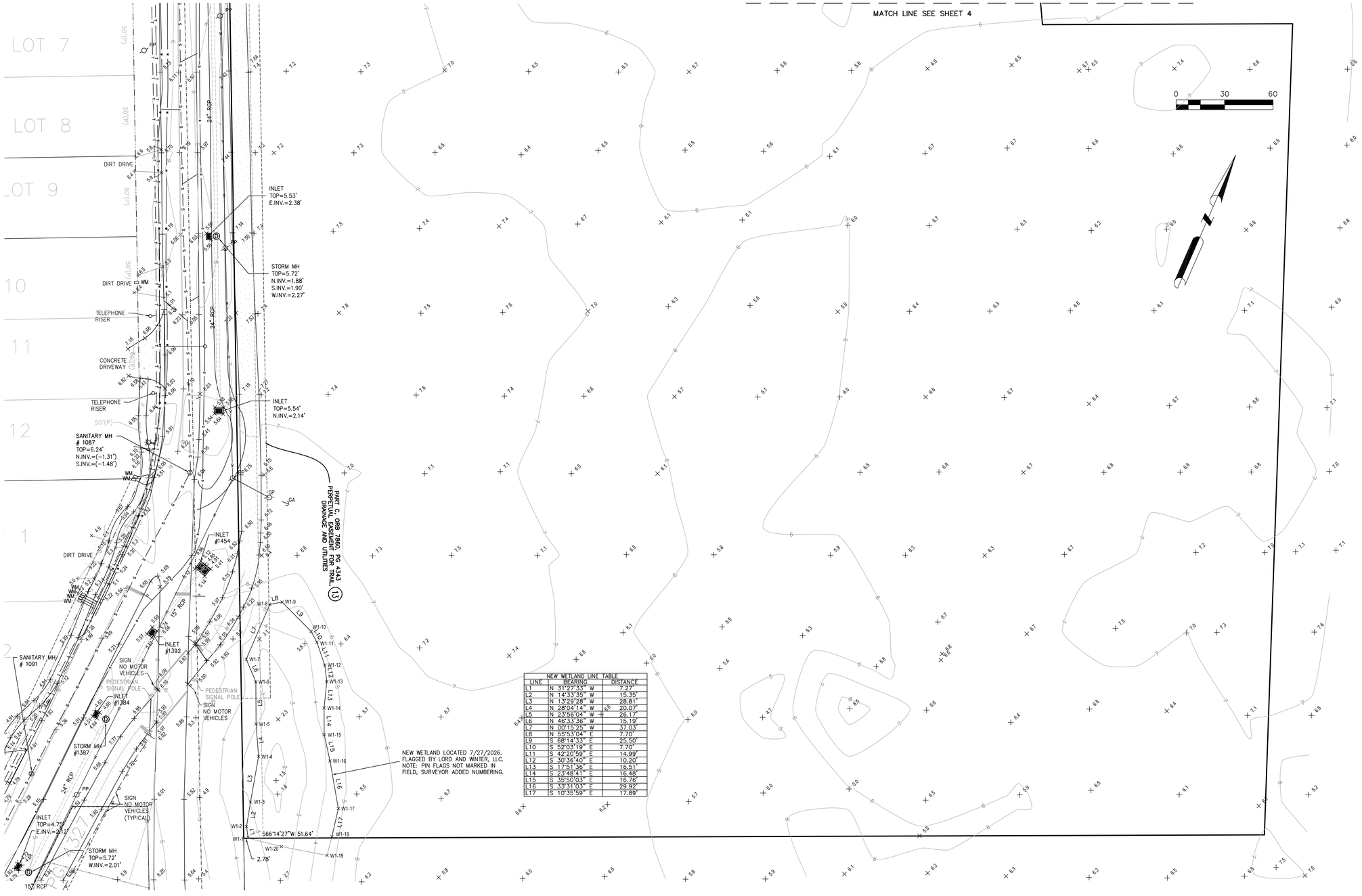
PROJECT: 07104
JOB: 25-0655
SCALE: 1"=30'
SHEET: 4 OF 5

FILE: K:/ 25/ 250655 SPROUTS ALTA/ 250655 ALTA.DWG

ALTA / NSPS LAND TITLE
& TOPOGRAPHIC SURVEY

FOR

GBT REALTY CORPORATION



NEW WETLAND LINE TABLE

LINE	BEARING	DISTANCE
L1	N 31°27'33" W	7.27'
L2	N 14°33'35" W	15.35'
L3	N 13°29'28" W	28.81'
L4	N 28°04'14" W	20.07'
L5	N 23°56'04" W	26.17'
L6	N 46°33'36" W	15.19'
L7	N 00°15'25" W	37.03'
L8	N 55°53'04" E	7.70'
L9	S 68°14'33" E	25.50'
L10	S 52°03'19" E	7.70'
L11	S 42°20'59" E	14.99'
L12	S 30°36'40" E	10.20'
L13	S 17°51'36" E	16.51'
L14	S 23°48'41" E	16.48'
L15	S 35°50'03" E	16.76'
L16	S 33°31'03" E	29.92'
L17	S 10°35'59" E	17.89'

NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 5

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PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
LICENSED BUSINESS CERTIFICATION NUMBER 3019

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TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	CHECKED BY
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ALTA/NSPS LAND TITLE SURVEY
AND TOPOGRAPHIC SURVEY

507 MYRTLE STREET,
NEW SMYRNA BEACH, FLORIDA

CLIENT: GBT REALTY CORPORATION

PROJECT: 07104
JOB: 25-0655
SCALE: 1"=30'
SHEET: 5 OF 5

FILE: K:/ 25/ 250655 SPROUTS ALTA/ 250655 ALTA.DWG



POV - 1

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Drawing name: K:\orl_civil\249631001-new smyrna beach sprouts\CADD\CONST\plansheets\C0.0-COVR.dwg C0.0 Sep 16, 2026 6:05pm by: Russell.Smith
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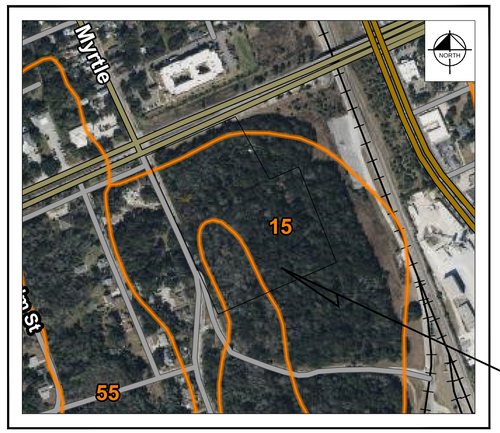
CONSTRUCTION PLANS
FOR
SHOPS OF NEW SMYRNA BEACH



SITE

SOILS MAP
N.T.S.

15 - COCOA SAND
16 - COCOA-URBAN LAND COMPLEX
55 - RIVIERA FINE SAND

VOLUSIA COUNTY PARCEL #:
741923000041



SITE

AERIAL PHOTOGRAPH
N.T.S.

CITY OF NEW SMYRNA BEACH, FLORIDA
09/16/2026

LEGAL DESCRIPTION:

BEING A PORTION OF THE HEIRS OF AMBROSE HULL GRANT, SECTION 41, TOWNSHIP 17S, RANGE 34E, VOLUSIA COUNTY, FLORIDA, A PORTION OF LOT 9, ALL OF LOTS 10 THROUGH 27, A PORTION OF LOT 28, A PORTION OF LOT 45, ALL OF LOTS 45 [SIC] 46 THROUGH 53, A PORTION OF LOT 54, ALONG WITH ADJACENT STREETS AND ALLEYS, SKIPPER AND SHRYOCK, AS RECORDED IN MAP BOOK 2, PAGE 170 ALSO RECORDED IN MAP BOOK 12, PAGE 10, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALL LYING SOUTHERLY OF STATE ROAD 44 (LYTLE AVENUE) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 79070-2516, AND EASTERLY OF SOUTH MYRTLE AVENUE (A RIGHT-OF-WAY THAT VARIES). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 44 AND THE WESTERLY [SIC] EASTERLY RIGHT-OF-WAY LINE OF SAID MYRTLE AVENUE, THENCE RUN N66°20'46"E ALONG THE SAID SOUTHERLY RIGHT RIGHT-OF-WAY LINE, 479.00 FEET; THENCE DEPART SAID SOUTHERLY RIGHT-OF-WAY LINE, S28°26'03"E, 349.00 FEET; THENCE N66°14'25"E, 155.00 FEET; THENCE S21°34'14"E, 502.83 FEET; THENCE S66°14'27"W, 632.11 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SOUTH MYRTLE AVENUE (60' R/W); THENCE N24°31'22"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 851.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 495136 SQ.FT. OR 11.37 ACRES MORE OR LESS.

SITE DATA:

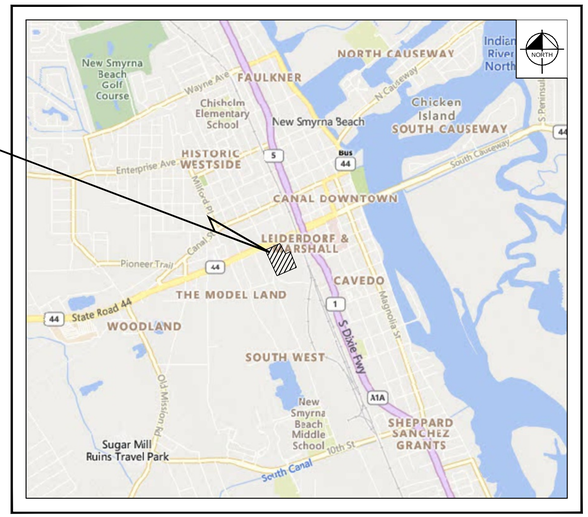
EXISTING ZONING: LIGHT INDUSTRY (I-1)
PUD: PUD-08-2025
FUTURE LAND USE: INDUSTRIAL MIXED USE (IMU)
EXISTING USE: VACANT (WOODED)
PROPOSED USE: COMMERCIAL RETAIL
TOTAL GROSS ACREAGE: 11.37 ACRES (495,135.80 SF)

BUILDING #1
USE: RETAIL – 9,000SF
ESTIMATED NUMBER OF EMPLOYEES: 20
ESTIMATED NUMBER OF PATRONS: 500/DAY

BUILDING #2
USE: GROCERY STORE (ANCHOR A) – 22,970SF
ESTIMATED NUMBER OF EMPLOYEES: 30
ESTIMATED NUMBER OF PATRONS: 1,000/DAY

BUILDING #2
USE: RETAIL (ANCHOR B) – 24,000SF
ESTIMATED NUMBER OF EMPLOYEES: 15
ESTIMATED NUMBER OF PATRONS: 1,000/DAY

BUILDING #4
USE: RETAIL – 3,800SF
USE: FOOD SERVICE – 3,400SF
ESTIMATED NUMBER OF EMPLOYEES: 12
ESTIMATED NUMBER OF PATRONS: 250/DAY



SITE

SECTION 41 , TOWNSHIP 17S, RANGE 34E
LOCATION MAP
N.T.S.

SHEET LIST TABLE

SHEET NUMBER	SHEET TITLE
C0.0	COVER
C1.0	GENERAL NOTES
C2.0	STORMWATER POLLUTION PREVENTION PLAN
C3.0	OVERALL EXISTING CONDITIONS AND DEMOLITION PLAN
C3.1 - C3.4	EXISTING CONDITIONS AND DEMOLITION PLAN
C4.0	OVERALL SITE PLAN
C4.1 - C4.4	SITE PLAN
C4.5 - C4.9	TRUCK ROUTING PLAN
C5.0	OVERALL PAVING, GRADING, & DRAINAGE PLAN
C5.1 - C5.4	PAVING, GRADING & DRAINAGE PLAN
C6.0	OVERALL UTILITY PLAN
C6.1 - C6.5	UTILITY PLAN
C7.0 - C7.7	GENERAL CONSTRUCTION DETAILS
C8.0 - C8.9	NEW SMYRNA BEACH UTILITIES DETAILS
L0.0	OVERALL TREE MITIGATION PLAN
L0.1 - L0.2	TREE MITIGATION PLAN
L0.4 - L0.8	TREE MITIGATION INVENTORY
L0.9	TREE MITIGATION NOTES
L1.0	OVERALL LANDSCAPE PLAN
L1.1 - L1.2	LANDSCAPE PLAN
L1.3	LANDSCAPE DETAILS
L1.4	LANDSCAPE SPECIFICATIONS

PROJECT TEAM

OWNER/DEVELOPER:
GBT REALTY CORPORATION
9010 OVERLOOK BOULEVARD
BRENTWOOD, TN 37027
CONTACT: SCOTT COLE
PHONE: (615) 505-3101
EMAIL: SCOLE@GBTREALTY.COM

CIVIL ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
200 S. ORANGE AVE., SUITE 600
ORLANDO, FL 32801
CONTACT: BRENT A. LENZEN, P.E.
PHONE: (407) 427-1610
EMAIL: BRENT.LENZEN@KIMLEY-HORN.COM

ARCHITECT:
CUHACI PETERSON
2600 MAITLAND CENTER PARKWAY, SUITE 200
MAITLAND, FLORIDA 32751
CONTACT: CHRISTINA MURSCHEL
PHONE: (602) 671-7544
EMAIL: CHRISTINA.MURSCHEL@C-P.COM

LANDSCAPE ARCHITECT:
KIMLEY-HORN AND ASSOCIATES, INC.
200 S. ORANGE AVE., SUITE 600
ORLANDO, FL 32801
CONTACT: RAY LOPEZ
PHONE: (407) 427-1626
EMAIL: RAY.LOPEZ@KIMLEY-HORN.COM

SURVEYOR:
SLIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127
CONTACT: JEFFREY S. HATTENDORF, P.S.M.
PHONE: (407) 898-7780
EMAIL: JHATTENDORF@SLIGERASSOCIATES.COM

UTILITY PROVIDERS

WATER, SEWER, AND RECLAIMED WATER :
NEW SMYRNA BEACH UTILITIES
200 CANAL STREET
NEW SMYRNA BEACH, FL 32168
PHONE: (386) 427-1361

GAS:
FLORIDA PUBLIC UTILITIES
450 S CHARLES RICHARD BEALL BLVD
DeBary, FL 32713
PHONE: (386) 785-4468

TELEPHONE:
AT&T
268 N Ridgewood Ave,
Daytona Beach, FL 32114

ELECTRIC :
NEW SMYRNA BEACH UTILITIES
200 CANAL STREET
NEW SMYRNA BEACH, FL 32168
PHONE: (386) 427-1361

PREPARED BY
Kimley»Horn

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200 S Orange Ave, Suite 600, Orlando, FL 32801
Phone: (407) 898-1511
WWW.KIMLEY-HORN.COM Registry No. 35106

BRENT A. LENZEN, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 78537

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY BRENT A. LENZEN P.E. ON THE DATE INDICATED HERE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Digitally signed by Brent A Lenzen
Date: 2026.09.17 06:23:04-04'00'

09/16/2026
BRENT A LENZEN, P.E.
78537

No.	REVISIONS	DATE	BY

SHEET NUMBER
C0.0

GENERAL

1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMIT AND INSPECTION REQUIREMENTS SPECIFIED BY THE VARIOUS GOVERNMENTAL AGENCIES AND THE ENGINEER. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS, SUCH AS DEWATERING PERMITS, RIGHT OF WAY PERMIT(S), EXCAVATION/FILL PERMIT(S), FIRE PROTECTION PERMIT(S), OR UNDERGROUND UTILITY PERMIT(S), PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL INSPECTION CRITERIA OF APPLICABLE AGENCIES, SCHEDULING OF INSPECTIONS, AND OBTAINING REQUIRED INSPECTIONS FROM AGENCY.

2. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THE EXISTING UTILITY INFORMATION SHOWN IS BASED ON THE TOPOGRAPHIC SURVEY PROVIDED BY LEADING EDGE LAND SERVICES, INC. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES, AFFECTING THIS AREA PRIOR TO CONSTRUCTION WORK. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY OF THE SURVEY. SHOULD A DISCREPANCY ARISE BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS, WHICH WOULD APPRECIABLY AFFECT THE EXECUTION OF THESE PLANS, THE CONTRACTOR SHALL HALT CONSTRUCTION AND NOTIFY THE OWNER, ENGINEER, AND APPLICABLE GOVERNING AGENCY IMMEDIATELY.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING (HORIZONTALLY AND VERTICALLY) ALL EXISTING UTILITIES PRIOR TO START OF CONSTRUCTION AND FOR NOTIFYING THE VARIOUS UTILITY COMPANIES (DURING STANDARD BUSINESS HOURS) TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION, TEMPORARY DISTRIBUTION SERVICE, OR CLARIFICATION OF ACTIVITY REGARDING SAID UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING AN UNDERGROUND UTILITY, WHETHER SHOWN ON THESE PLANS OR FIELD LOCATED. THE CONTRACTOR SHALL COOPERATE WITH UTILITY COMPANY (DURING STANDARD BUSINESS HOURS) DURING RELOCATION OPERATIONS. ANY DELAY OR INCONVENIENCE OF THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED. CONTRACTOR SHALL CALL "SUNSHINE ONE" AT 811 TO HAVE EXISTING UTILITIES LOCATED AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.

4. ALL DISTURBED AREAS (ON-SITE AND/OR OFF-SITE) NOT DESIGNED OR NOTED TO BE LANDSCAPED OR SODDED, SHALL BE SEEDED AND STABILIZED.

5. THE CONTRACTOR SHALL NOT EXCAVATE, REMOVE, OR OTHERWISE DISTURB ANY MATERIAL, STRUCTURE, OR PART OF A STRUCTURE WHICH IS LOCATED OUTSIDE THE LINES, GRADES, OR GRADING SECTIONS ESTABLISHED FOR THIS PROJECT, EXCEPT WHERE SUCH EXCAVATION OR REMOVAL IS PROVIDED FOR IN THE CONTRACT, PLANS, OR SPECIFICATIONS. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED, BY THE CONTRACTOR OR SUB-CONTRACTORS, AS CALLED FOR IN THESE CONTRACT DOCUMENTS.

6. ALL WORK AND MATERIALS FURNISHED SHALL BE IN CONFORMITY WITH THE LINES, GRADES, GRADING SECTIONS, CROSS SECTIONS, DIMENSIONS, MATERIAL REQUIREMENTS, AND TESTING REQUIREMENTS THAT ARE SPECIFIED IN THE CONTRACT PLANS OR SPECIFICATIONS.

7. ALL SPECIFICATIONS AND DOCUMENTS REFERENCED HEREIN SHALL BE OF THE LATEST REVISION, AS APPLICABLE AT THE TIME ALL PERMITS HAVE BEEN OBTAINED.

8. ALL UNDERGROUND UTILITIES MUST BE IN-PLACE, TESTED AND INSPECTED PRIOR TO BASE AND SURFACE CONSTRUCTION.

9. THE GRAPHIC INFORMATION DEPICTED ON THESE PLANS HAS BEEN COMPILED TO PROPORTION BY SCALE AS ACCURATELY AS POSSIBLE. HOWEVER, DUE TO REPRODUCTIVE DISTORTION, REDUCTION, AND/OR REVISIONS, INFORMATION CONTAINED HEREIN IS NOT INTENDED TO BE SCALED FOR CONSTRUCTION PURPOSES.

10. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS ON ALL PRECAST AND MANUFACTURED ITEMS TO THE OWNER'S ENGINEER FOR REVIEW PRIOR TO ORDERING AND/OR INSTALLATION. FAILURE TO DO SO MAY RESULT IN REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.

11. CONTRACTOR TO COORDINATE WITH THE APPLICABLE ELECTRIC UTILITY SUPPLIER REGARDING ANY NECESSARY RELOCATION(S) OF UNDERGROUND AND/OR OVERHEAD ELECTRIC FACILITIES, AND FOR THE LOCATION AND INSTALLATION OF TRANSFORMER PAD(S) AND ASSOCIATED ELECTRIC FACILITIES.

12. THE CONTRACTOR SHALL RESTORE OFF-SITE CONSTRUCTION AREAS TO EQUAL AND/OR BETTER CONDITION THAN EXISTING PRIOR TO START OF CONSTRUCTION.

13. THE CONTRACTOR SHALL COMPLY WITH THE LEGAL LOAD RESTRICTIONS IN HAULING OF MATERIALS IN PUBLIC ROADS BEYOND THE LIMITS OF WORK. A SPECIAL PERMIT WILL NOT RELIEVE THE CONTRACTOR OF LIABILITY FOR THE DAMAGE WHICH MAY RESULT FROM THE MOVING OF MATERIAL AND EQUIPMENT.

14. SURVEY MONUMENTS OR BENCHMARKS, WHICH HAVE TO BE DISTURBED BY THIS WORK, SHALL BE REPLACED UPON COMPLETION OF WORK BY A LICENSED LAND SURVEYOR CURRENTLY REGISTERED IN THE STATE OF FLORIDA.

15. CONTRACTOR SHALL TRIM, TACK AND MATCH EXISTING PAVEMENT AT LOCATIONS WHERE NEW PAVEMENT MEETS EXISTING PAVEMENT.

16. CURBING SHALL BE PLACED AT THE EDGES OF ALL PAVEMENT, UNLESS OTHERWISE NOTED. REFER TO THE THE LATEST EDITION OF F.D.O.T. "DESIGN STANDARDS FOR DESIGN, CONSTRUCTION, MAINTENANCE, AND UTILITY OPERATIONS ON THE STATE HIGHWAY SYSTEM" (ED. 2014) FOR DETAILS AND SPECIFICATIONS OF ALL CURB AND GUTTERS CALLED FOR IN THESE PLANS WITHIN PUBLIC RIGHTS OF WAY.

17. WHERE ASPHALT PAVING MEETS CONCRETE PAVING SUCH AS AT CONCRETE CURBING, THE ASPHALT SHOULD BE FINISHED ¼" TO ½" ABOVE THE CONCRETE SURFACE TO ALLOW FOR FURTHER TRAFFIC COMPACTION OF THE ASPHALT.

18. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPLICABLE SOIL AND/OR PAVEMENT TESTING WITH THE GEOTECHNICAL ENGINEER. TESTS WILL BE REQUIRED PURSUANT WITH THE GEOTECHNICAL SOILS REPORT. UPON COMPLETION OF WORK, THE GEOTECHNICAL ENGINEER WILL SUBMIT CERTIFICATIONS TO THE OWNER AND OWNER'S ENGINEER STATING THAT ALL REQUIREMENTS HAVE BEEN MET.

19. CONTRACTOR IS TO ADJUST ANY UTILITY ELEMENT MEANT TO BE FLUSH WITH GRADE (CLEAN OUT MANHOLES, CATCH BASINS, INLETS, ETC.) THAT IS AFFECTED BY SITE WORK OR GRADE CHANGES, WHETHER SPECIFICALLY NOTED ON PLANS OR NOT.

20. SITEWORK SHALL COMPLY WITH 2012 FLORIDA BUILDING CODE AND FLORIDA ACCESSIBILITY CODE.

21. ANY EXISTING WELLS (I.E. ARTESIAN, IRRIGATION, DRINKING, ETC.) DISCOVERED ON-SITE MUST BE PLUGGED BY A LICENSED WELL DRILLING CONTRACTOR IN A MANNER APPROVED BY ALL APPLICABLE JURISDICTIONAL AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY WELL ABANDONMENT PERMITS REQUIRED. ANY WELL DISCOVERED DURING EARTHWORK OR EXCAVATION SHALL BE REPORTED TO THE APPROPRIATE JURISDICTIONAL AGENCIES, OWNER, AND OWNER'S ENGINEER WITHIN 24 HOURS AFTER DISCOVERY IS MADE.

22. IF DURING CONSTRUCTION ACTIVITIES ANY EVIDENCE OF THE PRESENCE OF STATE OR FEDERALLY PROTECTED PLANT AND/OR ANIMAL SPECIES IS DISCOVERED, PASCO COUNTY AND APPLICABLE AGENCIES SHALL BE NOTIFIED WITHIN TWO WORKING DAYS OF THE PLANT AND/OR ANIMAL SPECIES FOUND ON THE SITE. ALL WORK IN THE AFFECTED AREA SHALL COME TO AN IMMEDIATE STOP UNTIL ALL PERTINENT PERMITS HAVE BEEN OBTAINED, AGENCY WRITTEN AUTHORIZATION TO COMMENCE ACTIVITIES HAS BEEN GIVEN, OR UNLESS COMPLIANCE WITH STATE AND FEDERAL GUIDELINES CAN BE DEMONSTRATED.

23. IF DURING CONSTRUCTION ACTIVITIES ANY EVIDENCE OF HISTORIC RESOURCES, INCLUDING BUT NOT LIMITED TO ABORIGINAL OR HISTORIC POTTERY, PREHISTORIC STONE TOOLS, BONE OR SHELL TOOLS, HISTORIC TRASH PITS, OR HISTORIC BUILDING FOUNDATION, ARE DISCOVERED, WORK SHALL COME TO AN IMMEDIATE STOP AND THE FLORIDA DEPARTMENT OF HISTORIC RESOURCES (STATE HISTORIC PRESERVATION OFFICER) AND PASCO COUNTY SHALL BE NOTIFIED WITHIN TWO WORKING DAYS OF THE RESOURCES FOUND ON THE SITE.

24. REFERENCE FIRE FLOW TEST BY WAYNE AUTOMATIC FIRE SPRINKLERS, INC. DATED 11/27/2024 FOR AVAILABLE WATER PRESSURES ON SITE.

SAFETY

1. ALL SUBSURFACE CONSTRUCTION SHALL COMPLY WITH THE "TRENCH SAFETY ACT". THE CONTRACTOR SHALL INSURE THAT THE METHOD OF TRENCH PROTECTION AND CONSTRUCTION IS IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY AND ENFORCE ALL APPLICABLE SAFETY REGULATIONS. THE ABOVE INFORMATION HAS BEEN PROVIDED FOR THE CONTRACTOR'S INFORMATION ONLY AND DOES NOT IMPLY THAT THE OWNER OR ENGINEER WILL INSPECT AND/OR ENFORCE SAFETY REGULATIONS.

2. DURING THE CONSTRUCTION AND/OR MAINTENANCE OF THIS PROJECT, ALL SAFETY REGULATIONS ARE TO BE ENFORCED. THE CONTRACTOR OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL AND SAFETY OF THE TRAVELING PUBLIC AND THE SAFETY OF HIS/HER PERSONNEL. LABOR SAFETY REGULATIONS SHALL CONFORM TO THE PROVISIONS SET FORTH BY OSHA IN THE FEDERAL REGISTER OF THE DEPARTMENT OF TRANSPORTATION. THE MINIMUM STANDARDS AS SET FORTH IN THE CURRENT EDITION OF "THE STATE OF FLORIDA, MANUAL ON TRAFFIC CONTROL AND SAFE PRACTICES FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS" SHALL BE FOLLOWED IN THE DESIGN, APPLICATION, INSTALLATION, MAINTENANCE AND REMOVAL OF ALL TRAFFIC CONTROL DEVICES, WARNING DEVICES AND BARRIERS NECESSARY TO PROTECT THE PUBLIC AND CONSTRUCTION PERSONNEL FROM HAZARDS WITHIN THE PROJECT LIMITS. CONTRACTOR SHALL PROVIDE FOR THE SAFETY AND CONTROL OF LOCAL TRAFFIC DURING CONSTRUCTION. ADDITIONAL INFORMATION MAY BE REQUIRED IF LANE CLOSURE DURATIONS ARE LONGER THAN DAYTIME OPERATIONS.

TREES AND VEGETATION

1. THE CONTRACTOR IS TO MINIMIZE THE REMOVAL OF VEGETATION TO THE GREATEST EXTENT PRACTICAL. NO TREES SHALL BE REMOVED OR DAMAGED WITHOUT OWNER'S APPROVAL. TREES IN CLOSE PROXIMITY TO CONSTRUCTION SHALL BE PROTECTED BY ORANGE FENCING.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE BUFFERS AND RETENTION AND DETENTION FACILITIES UNTIL THE WORK HAS BEEN ACCEPTED BY THE OWNER. ALL DISTURBED AREAS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION.

EARTHWORK / GRADING / DEMUCKING PROCEDURES

1. A GEOTECHNICAL ENGINEERING INVESTIGATION REPORT DATED 12/06/2024 HAS BEEN PREPARED BY ECS FLORIDA, LLC OF WHICH COPIES ARE AVAILABLE THROUGH THE OWNER OR THEIR SOIL TESTING COMPANY. A GEOTECHNICAL ENGINEER SHALL BE RETAINED BY THE CONTRACTOR TO PROVIDE ON-SITE INSPECTIONS DURING EXCAVATION/FILL OPERATIONS AND TESTING OF THE COMPACTED FILL (SITE WORK & PONDS) SO THAT PROPER DOCUMENTATION OF THE REQUIRED COMPACTING CRITERIA CAN BE PROVIDED.

2. CONTRACTOR TO FOLLOW THE GUIDANCE OF THE REFERENCED GEOTECHNICAL ENGINEERING INVESTIGATION REPORT OR INDICATE WHETHER ON-SITE GEOTECHNICAL ENGINEER SHALL DETERMINE DEPTH OF DEMUCKING AND/OR REMOVAL OF UNSUITABLE FILL.

3. ALL EXISTING DEBRIS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND THE CONTRACTOR WILL MAINTAIN THE RESPONSIBILITY TO DISPOSE OF DEBRIS OFF SITE.

4. UNLESS OTHERWISE NOTED, GRADE TO MEET EXISTING ELEVATION AT PROPERTY LINES. FINAL GRADES SHOWN INCLUDE SOD HEIGHT. PROPOSED SPOT ELEVATIONS REPRESENT FINISHED PAVEMENT OR GROUND SURFACE GRADES, UNLESS OTHERWISE NOTED. IT MAY BE NECESSARY TO FIELD ADJUST PAVEMENT ELEVATIONS TO PRESERVE THE ROOT SYSTEMS OF TREES SHOWN TO BE SAVED. CONTRACTOR TO COORDINATE WITH OWNER'S ENGINEER PRIOR TO ANY ELEVATION CHANGES. ALL AREAS SHALL BE GRADED TO DRAIN AWAY FROM THE BUILDINGS.

5. ALL DELETERIOUS SUBSURFACE MATERIAL (I.E. MUCK, PEAT, BURIED DEBRIS) IS TO BE EXCAVATED AND REPLACED WITH SUITABLE/COMPACTED SOILS, AS DIRECTED BY THE OWNER OR THEIR SOILS TESTING COMPANY. DELETERIOUS MATERIAL IS TO BE STOCKPILED OR REMOVED FROM THE SITE AS DIRECTED BY THE OWNER. EXCAVATED AREAS ARE TO BE BACKFILLED WITH APPROVED MATERIALS AND COMPACTED AS SHOWN ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ANY PERMITS THAT ARE NECESSARY FOR REMOVING DELETERIOUS MATERIAL FROM THE SITE.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND WILL PROVIDE BRACING, SHEETING OR SHORING AS NECESSARY. DEWATERING METHODS SHALL BE USED AS REQUIRED TO KEEP TRENCHES DRY WHILE PIPE AND APPURTENANCES ARE BEING PLACED.

7. ALL NECESSARY FILL AND EMBANKMENT THAT IS PLACED DURING CONSTRUCTION SHALL CONSIST OF MATERIAL SPECIFIED BY THE OWNER'S SOILS TESTING COMPANY OR ENGINEER AND BE PLACED AND COMPACTED ACCORDING TO THESE PLANS.

8. THE CONTRACTOR SHALL INSURE THAT PROPER SOIL DENSITIES ARE ACHIEVED FOR PLACEMENT OF ALL HEADWALL/ENDWALL FOOTINGS, RETAINING WALL FOOTINGS, AND IN GENERAL, ANY FOOTING SUPPORT DESCRIBED ON THESE PLANS. IT WILL ALSO BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SUFFICIENT SOILS TESTING HAS BEEN PERFORMED PRIOR TO FINAL INSTALLATION OF IMPROVEMENTS.

9. ANY UNSUITABLE ORGANIC SOIL SHALL BE EXCAVATED TO A MINIMUM MARGIN OF 6 FEET BEYOND ITS PERIPHERY EXCAVATED TO EXPOSE THE UNDERLYING NON-ORGANIC FINE SAND.

10. IF DETERMINED NECESSARY, DEWATERING DURING EXCAVATING/BACKFILLING OPERATIONS MAY BE ACCOMPLISHED BY DITCHING AND THE USE OF SUMP PUMPS AND/OR OTHER METHODS (WELL POINTS), AS NECESSARY. CONTRACTOR TO OBTAIN ALL REQUIRED PERMITS FOR DEWATERING ACTIVITIES THAT MAY BE REQUIRED.

11. UPON APPROVAL OF THE GEOTECHNICAL ENGINEER, THE EXCAVATED AREAS MAY BE BACKFILLED WITH CLEAN FINE SAND FREE OF UNSUITABLE OR DELETERIOUS MATERIAL. HOWEVER, THE FILL SHOULD NOT BE PLACED IN MORE THAN 6 INCHES OF STANDING WATER. ONCE THE FILL IS AT LEAST 2 FEET ABOVE THE DEWATERED LEVEL, BACKFILLING MAY PROCEED AS DIRECTED BY THE GEOTECHNICAL ENGINEER.

12. SEDIMENT CONTROL MEASURES SHOULD BE EMPLOYED DURING THE CONSTRUCTION PROCESS TO KEEP THE POND FROM RECEIVING SIGNIFICANT AMOUNTS OF STORMWATER RUNOFF FROM THE SURROUNDING CONSTRUCTION SITE. THIS RUNOFF IS LIKELY TO CONTAIN SUSPENDED FINE-GRAINED SOIL PARTICLES THAT CAN IMPEDE THE INFILTRATION CAPACITY OF THE PONDS IF ALLOWED TO SETTLE OUT ON THE POND BOTTOMS. IF DEWATERING EFFLUENT OR STORMWATER RUNOFF FROM THE ACTIVE CONSTRUCTION SITE IS DISCHARGED TO THE POND, CONTRACTOR SHALL SCRAPE AND REMOVE FINE-GRAINED SEDIMENTS THAT HAVE ACCUMULATED ON THE POND BOTTOM, AND REPLACE WITH SUITABLE SOIL TO THE PLAN SPECIFIED GRADE ELEVATIONS. REQUIRED DEPTH OF SCRAPE AND REMOVAL SHALL BE DETERMINED BY GEOTECHNICAL ENGINEER.

DEWATERING NOTES

1. DURING THE EXCAVATION OF THE STORMWATER FACILITIES, AND IF GROUNDWATER IS ENCOUNTERED, THE CONTRACTOR SHALL CONSTRUCT A SEDIMENT BASIN TO PROVIDE A DISCHARGE POINT FOR DEWATERING. THE SEDIMENT BASIN CAN BE CELL IN THE PROPOSED EXCAVATION AREA OF A POND OR IT CAN BE A BERMED AREA ABOVE GROUND. ALL DEWATERING MUST BE HELD IN THE SEDIMENT AREA UNTIL THE WATER IS CLEAN SUCH THAT THERE WOULD BE NO TURBID DISCHARGE. AFTER THE WATER IN THE SEDIMENT BASIN IS CLEAN, THE WATER MAY BE RELEASED INTO THE ON-SITE POND PROVIDED THERE IS NO ADVERSE IMPACT TO THE EXISTING WATER QUALITY.

2. UNDER NO CIRCUMSTANCES WILL THE DISCHARGE FROM THE ON-SITE DEWATERING BE DIRECTLY DISCHARGED OFFSITE.

3. IF CONTRACTOR ENCOUNTERS SILTY/CLAY SAND, WHICH CAUSES THE WATER TO BECOME TURBID, HE/SHE SHALL TREAT THE SEDIMENT BASIN WITH CHEMICAL ADDITIVE SUCH AS ALLUM IN ORDER TO PROMOTE THE COAGULATION OF THE PARTICLES WHICH ALLOW THE TO SETTLE AND THE WATER TO BECOME LESS TURBID. IF TURBID WATER ENCOUNTERED DURING EXCAVATION OF THE PONDS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD IMMEDIATELY TO DETERMINE THE COURSE OF ACTION THAT IS APPROPRIATE TO ELIMINATE THE TURBIDITY AND ALLOW DISCHARGE THAT MEETS WATER QUALITY STANDARDS.

4. THE CONTRACTOR SHALL SEQUENCE THE EXCAVATION OF THE STORMWATER PONDS SUCH THAT A SEDIMENT BASIN WILL BE AVAILABLE AT ALL TIMES. THE SEDIMENT BASIN CAN BE RELOCATED AS NECESSARY SUBJECT TO THE WATER WITHIN THE SEDIMENT BASIN BEING NON-TURBID AND ACCEPTABLE FOR DISCHARGE OFF-SITE.

5. CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS FROM LOCAL AND STATE JURISDICTIONS PRIOR TO ANY DEWATERING ACTIVITIES. THE CONTRACTOR MUST PROVIDE A DEWATERING PLAN, IF APPLICABLE, TO PASCO COUNTY ENGINEERING INSPECTIONS DEPARTMENT AT (727) 834-3670 FOR REVIEW PRIOR TO THE EROSION CONTROL MEASURES PRE-INSPECTION MEETING.

DEMOLITION

1. CONTRACTOR SHALL SUBMIT DEMOLITION SCHEDULE TO OWNER PRIOR TO PROCEEDING WITH DEMOLITION ACTIVITIES.

2. EXTENT OF SITE CLEARING IS SHOWN ON DRAWINGS.

3. CONTRACTOR SHALL CONDUCT SITE DEMOLITION OPERATIONS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS, AND OTHER ADJACENT OCCUPIED OR USED FACILITIES. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS OR OTHER OCCUPIED OR USED FACILITIES WITHOUT PERMISSION FROM AUTHORITIES HAVING JURISDICTION.

4. CONTRACTOR SHALL PROVIDE PROTECTION NECESSARY TO PREVENT DAMAGE TO EXISTING IMPROVEMENTS INDICATED ON PLAN "EXISTING TO REMAIN".

5. CONTRACTOR SHALL RESTORE DAMAGED IMPROVEMENTS TO THEIR ORIGINAL CONDITION, AS ACCEPTABLE TO PARTIES HAVING JURISDICTION.

6. CONTRACTOR SHALL REMOVE WASTE MATERIALS AND UNSUITABLE AND EXCESS TOPSOIL FROM PROPERTY AND DISPOSE OF OFF-SITE IN A LEGAL MANNER.

7. CONTRACTOR SHALL DEMOLISH AND COMPLETELY REMOVE FROM SITE MATERIAL INDICATED ON PLAN OR NOTES "TO BE REMOVED".

8. CONTRACTOR SHALL PROTECT STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, AND OTHER FACILITIES FROM DAMAGE CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING, WASHOUT AND OTHER HAZARDS CREATED BY THE DEMOLITION OPERATION.

STORM DRAINAGE SYSTEM

1. THE LATEST EDITION OF F.D.O.T. "STANDARD PLANS" (ED. 2024/2025) IS REFERRED TO FOR THE STRUCTURAL DESIGN OF DRAINAGE STRUCTURES SPECIFIED IN THESE PLANS, AS REFERENCED BY STANDARD INDEX. ALL SPECIALTY DRAINAGE STRUCTURES REQUIRE SEPARATE STRUCTURAL DESIGN, WHICH IS NOT INCLUDED IN THESE PLANS. STATION OFFSETS ARE TO THE CENTERLINE OF THE STRUCTURE TOP (I.E. DITCH BOTTOM INLET OR CURB INLET TOP), AS OPPOSED TO THE STRUCTURE BASE.

2. ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE CLASS III (ASTM C-76) OR APPROVED ALTERNATIVE UNLESS OTHERWISE NOTED ON PLANS. ALL DRAINAGE STRUCTURES SHALL BE IN ACCORDANCE WITH F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS UNLESS OTHERWISE NOTED ON PLANS.

3. PIPE LENGTHS SHOWN ARE APPROXIMATE AND TO CENTER OF DRAINAGE STRUCTURES, WITH THE EXCEPTION OF MITERED END AND FLARED END SECTIONS. LENGTHS OF PIPE SHOWN WHICH TERMINATE WITH MITERED END OR FLARED END SECTIONS ARE MEASURED TO THE DOWNSTREAM INVERT OF THE MITERED END OR FLARED END SECTION.

4. ALL DRAINAGE STRUCTURE GRATES AND COVERS, EITHER EXISTING OR PROPOSED SHALL BE TRAFFIC RATED FOR H-20 LOADINGS.

5. CONSTRUCTION OF THE STORM WATER MANAGEMENT SYSTEM MUST BE COMPLETE AND ALL DISTURBED AREAS STABILIZED IN ACCORDANCE WITH THE PERMITTED PLANS AND CONDITIONS PRIOR TO ANY OF THE FOLLOWING: ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY; INITIATION OF INTENDED USE OF THE INFRASTRUCTURE; OR TRANSFER OF RESPONSIBILITY FOR MAINTENANCE OF THE SYSTEM TO A LOCAL GOVERNMENT OR OTHER RESPONSIBLE ENTITY.

6. STORM WATER PIPES, STRUCTURES, MINIMUM COVER, AND INSTALLATION PROCEDURES TO BE IN ACCORDANCE WITH FDOT STANDARD PLANS AND SPECIFICATIONS (LATEST ED.) AND THE CITY OF NEW SMYRNA BEACH, FLORIDA.

7. DURING CONSTRUCTION, NO DIRECT DISCHARGE OF WATER TO DOWNSTREAM RECEIVING WATERS WILL BE ALLOWED. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER QUALITY AND SHALL ROUTE DISCHARGE WATER IN SUCH A MANNER AS TO ADEQUATELY REMOVE SILT PRIOR TO RUNOFF FROM THE SITE.

8. ALL DRAINAGE PIPES SHALL BE FILTER FABRIC WRAPPED PER FDOT STANDARD PLANS (ED. 2024/2025) INDEX 430-001.

9. THE CONTRACTOR SHALL MAINTAIN AND PROTECT THE STORMWATER COLLECTION SYSTEM (INLETS, PIPES) FROM EXCESSIVE MUD, SILT, DIRT, DEBRIS, TRASH, ETC. UNTIL FINAL ACCEPTANCE OF THE PROJECT. THE STORM SYSTEM WILL BE INSPECTED BY THE OWNER'S ENGINEER PRIOR TO APPROVAL FOR CERTIFICATE OF OCCUPANCY PURPOSES. PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL CLEAN AND FLUSH STORM PIPES AND INLETS OF ALL EXCESSIVE SILT, DEBRIS, ETC.

PAVING, GRADING AND DRAINAGE

1. ALL DELETERIOUS SUBSURFACE MATERIAL (I.E. MUCK, PEAT, BURIED DEBRIS, ETC.) IS TO BE EXCAVATED AND REPLACED WITH SUITABLE/COMPACTED SOILS, AS DIRECTED BY THE GEOTECHNICAL ENGINEER OF RECORD OR THE OWNERS ENGINEERS. DELETERIOUS MATERIAL IS TO BE STOCKPILED OR REMOVED FROM THE SITE AS DIRECTED BY THE OWNER OR OWNER'S ENGINEER. EXCAVATED AREAS ARE TO BE BACKFILLED WITH APPROVED MATERIALS AND COMPACTED AS SHOWN ON THESE PLANS AND PER THE GEOTECHNICAL REPORT. CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ANY PERMITS THAT ARE NECESSARY FOR REMOVING DELETERIOUS MATERIAL FROM THE SITE.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND WILL PROVIDE BRACING, SHEETING OR SHORING AS NECESSARY. DEWATERING METHODS SHALL BE USED AS REQUIRED TO KEEP TRENCHES DRY WHILE PIPE AND APPURTENANCES ARE BEING PLACED.

3. ALL NECESSARY FILL AND EMBANKMENT THAT IS PLACED DURING CONSTRUCTION SHALL CONSIST OF MATERIAL SPECIFIED BY THE OWNER'S SOILS TESTING COMPANY OR ENGINEER AND BE PLACED AND COMPACTED ACCORDING TO THESE PLANS.

4. PROPOSED SPOT ELEVATIONS REPRESENT FINISHED PAVEMENT OR GROUND SURFACE GRADES, UNLESS OTHERWISE NOTED.

5. IT MAY BE NECESSARY TO FIELD ADJUST PAVEMENT ELEVATIONS TO PRESERVE THE ROOT SYSTEMS OF TREES SHOWN TO BE SAVED. CONTRACTOR TO COORDINATE WITH OWNER'S ENGINEER PRIOR TO ANY ELEVATION CHANGES.

6. CONTRACTOR SHALL TRIM, TACK AND MATCH EXISTING PAVEMENT AT LOCATIONS WHERE NEW PAVEMENT MEETS EXISTING PAVEMENT.

7. CURBING SHALL BE PLACED AT THE EDGES OF ALL PAVEMENT, UNLESS OTHERWISE NOTED. REFER TO THE 2017/2018 EDITION OF F.D.O.T. "ROADWAY AND TRAFFIC DESIGN STANDARDS" FOR DETAILS AND SPECIFICATIONS OF ALL F.D.O.T. TYPE CURB AND GUTTERS CALLED FOR IN THESE PLANS.

8. PRIOR TO CONSTRUCTING CONCRETE PAVEMENT, THE CONTRACTOR IS TO SUBMIT A PROPOSED JOINTING PATTERN TO THE SOILS ENGINEER FOR APPROVAL.

9. CONTRACTOR TO PROVIDE A 1/2" TO 1" BITUMINOUS EXPANSION JOINT MATERIAL WITH SEALER AT ABUTMENT OF CONCRETE AND OTHER MATERIALS (STRUCTURES, OTHER POURED)

10. ALL PAVEMENT MARKINGS SHALL BE MADE IN ACCORDANCE WITH F.D.O.T. STANDARD INDEX #711-001.

11. THE CONTRACTOR WILL STABILIZE BY SEED AND MULCH, SOD, OR OTHER APPROVED MATERIALS ANY DISTURBED AREAS WITHIN ONE WEEK FOLLOWING CONSTRUCTION OF THE UTILITY SYSTEMS AND PAVEMENT AREAS. CONTRACTOR SHALL MAINTAIN SUCH AREAS UNTIL FINAL ACCEPTANCE BY OWNER. CONTRACTOR TO COORDINATE WITH OWNER REGARDING TYPE OF MATERIAL, LANDSCAPING AND IRRIGATION REQUIREMENTS.

12. THE CONTRACTOR SHALL RESTORE OFF-SITE CONSTRUCTION AREAS TO EQUAL AND/OR BETTER CONDITION THAN EXISTING PRIOR TO START OF CONSTRUCTION.

13. UNLESS OTHERWISE NOTED, GRADE TO MEET EXISTING ELEVATION AT PROPERTY LINES.

14. SURVEY MONUMENTS OR BENCHMARKS, WHICH HAVE TO BE DISTURBED BY THIS WORK, SHALL BE REPLACED UPON COMPLETION OF WORK BY A REGISTERED LAND SURVEYOR AT CONTRACTORS EXPENSE.

15. FINAL GRADES SHOWN INCLUDE SOD HEIGHT. ALL AREAS SHALL BE GRADED TO DRAIN AWAY FROM THE BUILDINGS.

16. LIME ROCK AS-BUILTS ARE TO BE APPROVED BY OWNER'S ENGINEER PRIOR TO PAVING.

17. ALL WORK TO BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND JURISDICTIONAL PERMITTING AGENCIES.

18. ALL WORK SHALL COMPLY WITH THE GEOTECHNICAL REPORT BY ECS FLORIDA, LLC.

GRADING TESTING AND INSPECTION

1. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPLICABLE TESTING WITH THE SOILS ENGINEER. TESTS WILL BE REQUIRED PURSUANT WITH THE SOILS REPORT. UPON COMPLETION OF WORK THE SOILS ENGINEER WILL SUBMIT CERTIFICATIONS TO THE OWNER AND OWNER'S ENGINEER STATING THAT ALL REQUIREMENTS HAVE BEEN MET.

2. A QUALIFIED TESTING LABORATORY SHALL PERFORM ALL TESTING NECESSARY TO ASSURE COMPLIANCE OF THE IN-PLACE MATERIALS AS REQUIRED BY THESE PLANS AND GEOTECHNICAL REPORT, THE VARIOUS AGENCIES AND PERMIT CONDITIONS. SHOULD ANY RETESTING BE REQUIRED DUE TO THE FAILURE OF ANY TESTS TO MEET THESE REQUIREMENTS, THE CONTRACTOR WILL BEAR ALL COSTS OF SAID RETESTING.

CONTRACTOR'S AS-BUILT

1. UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL FURNISH THE OWNER'S ENGINEER WITH COMPLETE "AS-BUILT" INFORMATION, CERTIFIED BY A LICENSED LAND SURVEYOR CURRENTLY REGISTERED IN THE STATE OF FLORIDA. AT A MINIMUM, THIS "AS-BUILT" INFORMATION SHALL INCLUDE: TOP OF PIPE/INVERT ELEVATIONS AND HORIZONTAL LOCATIONS OF ALL WATER, SANITARY SEWER, AND RECLAIM WATER UTILITIES INSTALLED (AS APPLICABLE); PAVEMENT GRADE BREAK LOCATIONS AND SUFFICIENT ELEVATIONS OF FINISHED GRADE SURFACES WHICH ALLOW THE ENGIN

STORMWATER POLLUTION PREVENTION PLAN

SITE DESCRIPTION

PROJECT NAME AND LOCATION

SHOPS OF NEW SMYRNA BEACH
507 MYRTLE AVENUE, NEW SMYRNA BEACH, FL.
*SEE COVER SHEET FOR LOCATION MAP

DEVELOPER NAME AND ADDRESS

GBT REALTY CORPORATION
9010 OVERLOOK BOULEVARD,
BRENTWOOD, TN 37027
CONTACT: SCOTT COLE
PHONE: (615) 505-3101

PROJECT DESCRIPTION

PROPOSED COMMERCIAL DEVELOPMENT LOCATED SOUTHEAST OF THE INTERSECTION OF LYTLE AVE AND S MYRTLE AVE.

PROJECT AREA: 11.37 ACRES
CONTRIBUTING DRAINAGE AREA: 11.37 ACRES
TOTAL CONSTRUCTION AREA: 11.37 ACRES

LATITUDE: 29°01'08.7"N LONGITUDE : 80°55'41.0"W

ULTIMATE RECEIVING WATERS: MOSQUITO LAGOON

ACTIVITIES THAT REQUIRE EROSION CONTROL

SITE CLEARING AND GRUBBING; PROVIDING A STABILIZED CONSTRUCTION ENTRANCE, PERIMETER, AND OTHER EROSION AND SEDIMENT CONTROLS; EXCAVATION FOR THE RETENTION POND; SITE GRADING; INSTALLATION OF STORM WATER, SANITARY SEWER, AND WATER STRUCTURES; CURB, ROADWAYS, AND PARKING FACILITIES.

*SEE PLANS FOR THE LOCATION OF TEMPORARY SEDIMENT BARRIERS AND OTHER EROSION CONTROL METHODS.

SOIL PARAMETERS

SOIL TYPES:

HYDROLOGIC SOIL GROUP SUMMARY		
SOIL TYPE	SOIL NAME	SOIL RATING
15	COCOA SAND, 0 TO 5 PERCENT SLOPES	A
16	COCOA-URBAN LAND COMPLEX, 0 TO 5 PERCENT SLOPES	A
55	RIVIERA FINE SAND	A/D

DEWATERING

DISCHARGE OF GROUNDWATER FROM DEWATERING OPERATIONS REQUIRES APPROVAL FROM FDEP AND THE APPLICABLE WATER MANAGEMENT DISTRICT. DISCHARGES DIRECTED TO THE COUNTY'S MS4 REQUIRES A RIGHT-OF-WAY UTILIZATION PERMIT FOR DEWATERING PRIOR TO THE START OF DISCHARGES. TO OBTAIN RIGHT-OF-WAY APPROVAL, COPIES OF THE FDEP PERMIT NOI, DOCUMENTATION SHOWING DEWATERING AT THE SITE IS NOT WITHIN 500 FT OF KNOWN CONTAMINATION, AND A DEWATERING PLAN SHALL BE SUBMITTED TO NEW SMYRNA BEACH. ANALYTICAL SAMPLING OF GROUNDWATER MAY BE REQUESTED BY THE CITY OF NEW SMYRNA BEACH ON A CASE-BY-CASE BASIS TO CONFIRM SITE CONTAMINATION STATUS.

SEQUENCE OF MAJOR ACTIVITIES

THE ORDER OF CONSTRUCTION IS AS FOLLOWS:

1. PROVIDE STABILIZED CONSTRUCTION ENTRANCE
2. INSTALL SILT FENCES AND OTHER EROSION CONTROL METHODS
3. CLEAR AND GRUB FOR SEDIMENT BASIN AND EARTH DIKE
4. CONSTRUCT EARTH DIKE AND SEDIMENT BASIN
5. FINISH CLEARING AND GRUBBING
6. REMOVE AND STORE TOPSOIL
7. PROVIDE INITIAL GRADING AS REQUIRED
8. STABILIZE ALL DISTURBED AREAS AS SOON AS POSSIBLE
9. INSTALL UTILITIES, STORM SEWER, CURB AND GUTTER
10. INSTALL BASE TO ROAD AND PARKING AREA
11. FINISH GRADING ENTIRE SITE
12. CONSTRUCT FINAL PAVING
13. REMOVE ACCUMULATED SEDIMENT
14. REMOVE ANY ITEMS THAT ARE NOT REQUIRED

TIMING OF CONTROL MEASURES

THE INSTALLATION OF SILT FENCE (AND OTHER EROSION CONTROL MEASURES), A STABILIZED ENTRANCE AND SEDIMENT BASIN SHALL OCCUR PRIOR TO CLEARING AND GRUBBING ACTIVITY. AFTER CONSTRUCTION IS COMPLETE, THE ACCUMULATED SEDIMENT SHALL BE REMOVED AND THE AREAS SHALL BE REGRADED AND PERMANENTLY STABILIZED AS SHOWN ON THE PLANS.

EROSION AND SEDIMENT CONTROLS

BEST MANAGEMENT PRACTICES SHALL BE USED FOR THIS PROJECT TO CONTROL EROSION AND TURBIDITY CAUSED BY STORM WATER RUN-OFF. THE LOCATION AND DETAILS OF EROSION CONTROL METHODS ARE SHOWN ON THE PLANS. THE CONTRACTOR IS RESPONSIBLE FOR PLACING AND MAINTAINING THESE CONTROL METHODS AS SHOWN ON THE PLANS OR AS REQUIRED. HE/SHE SHALL ALSO PROVIDE THE REQUIRED EROSION PROTECTION AS REQUIRED BY LOCAL, STATE AND FEDERAL LAW.

STORM WATER MANAGEMENT

STORMWATER RUNOFF FROM THE PROPOSED SITE WILL BE MANAGED BY A PROPOSED EQUALIZED DRY RETENTION POND AND EXFILTRATION STORMWATER MANAGEMENT SYSTEM DESIGNED TO MEET OR EXCEED ALL THE REQUIREMENTS OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD), CITY OF NEW SMYRNA BEACH, FL, AND VOLUSIA COUNTY, FL.

STABILIZATION PRACTICES:

TEMPORARY STABILIZATION - TOPSOIL STOCK PILES AND DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY TEMPORARILY OR PERMANENTLY CEASE, SHALL BE STABILIZED WITH TEMPORARY SEED AND MULCH WITHIN 7 DAYS OF THE LAST CONSTRUCTION ACTIVITY IN THAT AREA. THE TEMPORARY SEED REQUIRED CAN BE FOUND IN TABLE 1.65 A OF THE FLORIDA DEVELOPMENT MANUAL. PRIOR TO SEEDING, WHERE SOILS ARE ACIDIC 2 TONS OF PULVERIZED AGRICULTURAL LIMESTONE SHOULD BE ADDED PER ACRE AND 450 POUNDS OF 10-20-20 FERTILIZER SHALL BE APPLIED TO EACH ACRE. AFTER SEEDING, EACH AREA SHALL BE IMMEDIATELY MULCHED WITH STRAW OR EQUIVALENT EQUAL. AREAS OF THE SITE WHICH ARE TO BE PAVED SHALL BE TEMPORARILY STABILIZED BY APPLYING GEOTEXTILE AND STONE SUB-BASE UNTIL BITUMINOUS PAVEMENT CAN BE APPLIED.

PERMANENT STABILIZATION - DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES PERMANENTLY CEASE SHALL BE STABILIZED WITH PERMANENT SEED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY. THE APPROPRIATE PERMANENT SEED MIX CAN BE FOUND IN TABLES 1.66A, 1.66B AND 1.66C OF THE FLORIDA DEVELOPMENT MANUAL. PRIOR TO SEEDING, 2 TONS/ACRE OF FINELY GROUND AGRICULTURAL LIMESTONE AND THE PROPER FERTILIZER BASED ON THE TYPE OF SEEDING SHALL BE APPLIED TO EACH ACRE TO PROVIDE PLANT NUTRIENTS. AFTER SEEDING, EACH AREA SHALL BE MULCHED IMMEDIATELY.

STRUCTURAL PRACTICES:

EARTH DIKE - IF REQUIRED, AN EARTH DIKE SHALL BE CONSTRUCTED ALONG THE SITE PERIMETER. A PORTION OF THE DIKE SHALL DIVERT RUN-ON AROUND THE CONSTRUCTION SITE. THE REMAINING PORTION OF THE DIKE SHALL COLLECT RUNOFF FROM THE DISTURBED AREA AND DIRECT THE RUNOFF TO THE SEDIMENT BASIN.

SEDIMENT BASIN - A SEDIMENT BASIN SHALL BE CONSTRUCTED IN THE COMMON DRAINAGE AREA FOR THE SITE. ALL SEDIMENT COLLECTED IN THE BASIN MUST BE REMOVED FROM THE BASIN UPON COMPLETION OF CONSTRUCTION. SEDIMENT FROM THE BASIN MAY BE USED AS FILL ON THE SITE IF IT IS SUITABLE SOIL.

WASTE DISPOSAL

WASTE MATERIALS - ALL WASTE MATERIALS SHALL BE COLLECTED AND STORED IN A METAL DUMPSTER WITH A SECURE LID IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS. ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE SHALL BE DEPOSITED IN THE DUMPSTER. THE SUPERINTENDENT SHALL COORDINATE WITH THE LOCAL UTILITIES TO HAVE THE DUMPSTER EMPTIED AT LEAST TWICE A WEEK AND THE WASTE TAKEN TO AN APPROPRIATE LANDFILL. NO CONSTRUCTION WASTE MATERIALS SHALL BE BURIED ON SITE. THE SUPERINTENDENT SHALL ORGANIZE TRAINING FOR THE EMPLOYEES IN THE PROPER PRACTICES WHEN DEALING WITH WASTE MATERIALS. THE SUPERINTENDENT SHALL BE RESPONSIBLE FOR POSTING AND ENFORCING WASTE MATERIAL PROCEDURES.

HAZARDOUS WASTE - HAZARDOUS WASTE MATERIALS SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS OR AS DIRECTED BY THE MANUFACTURER. THE SUPERINTENDENT SHALL ORGANIZE THE PROPER TRAINING FOR EMPLOYEES IN THE PROPER PRACTICES WHEN DEALING WITH HAZARDOUS WASTE MATERIALS. THESE PROCEDURES SHALL BE POSTED ON THE SITE. THE PERSON WHO MANAGES THE SITE SHALL BE RESPONSIBLE FOR ENFORCING THE PROCEDURES.

SANITARY WASTE - SANITARY WASTE SHALL BE COLLECTED AND DISPOSED OF IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS. THE SUPERINTENDENT SHALL COORDINATE WITH THE LOCAL UTILITY FOR COLLECTION OF THE SANITARY WASTE AT LEAST THREE TIMES A WEEK TO PREVENT SPILLAGE ONTO THE SITE.

OFF-SITE TRACKING

A STABILIZED CONSTRUCTION ENTRANCE SHALL BE PROVIDED TO REDUCE SEDIMENT TRACKING OFFSITE. THE MAJOR ROAD CONNECTED TO THE PROJECT SHALL BE CLEANED ONCE A DAY TO REMOVE ANY EXCESS MUD, DIRT OR ROCK RESULTING FROM CONSTRUCTION TRAFFIC. ALL TRUCKS HAULING MATERIALS OFFSITE SHALL BE COVERED WITH A TARPAULIN.

DUST & DEBRIS CONTROL

THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL WITHIN THE CONSTRUCTION LIMITS AS WELL AS ALONG HAUL ROUTES AND ROADWAYS USED BY THE EQUIPMENT AND VEHICLES. THE CONTRACTOR SHALL ENSURE THAT EXCESSIVE DUST IS NOT TRANSPORTED BEYOND THE LIMITS OF CONSTRUCTION IN POPULATED AREAS. THE CONTRACTOR MAY CONTROL DUST FOR EMBANKMENTS OR OTHER CLEARED OR UNSURFACED AREAS BY APPLYING WATER. INSTALL MULCH, SEED, SOD, OR TEMPORARY PAVING AS EARLY AS PRACTICAL. CONTROL DUST DURING STORAGE AND HANDLING OF DUSTY MATERIALS BY WETTING, COVERING, OR OTHER MEANS AS APPROVED BY THE ENGINEER. CONTRACTOR SHALL ENFORCE REDUCED VEHICLE SPEEDS ON UNPAVED ROADS AND IF NECESSARY PROHIBIT CONSTRUCTION GRADING WHEN WIND GUSTS EXCEED 25 MPH, OR OTHERWISE DIRECTED BY E.O.R. OR COUNTY INSPECTOR.

DEBRIS AND TRASH SHALL NOT BE ALLOWED TO ACCUMULATE ON THE PROJECT SITE. CONTRACTOR SHALL COLLECT LOOSE DEBRIS & TRASH DAILY, AND DISPOSE OF IT INTO APPROPRIATE CONSTRUCTION TRASH RECEPTACLES OR CONTAINERS.

ITEMS REQUIRING POLLUTION PREVENTION

THE FOLLOWING ITEMS ARE EXPECTED TO BE PRESENT ON THE PROJECT SITE:

-ASPHALT
-CONCRETE
-FERTILIZERS
-METAL PIECES
-PETROLEUM BASED PRODUCTS
-TAR
-CLEANING SUPPLIES
-DETERGENTS
-MASONARY BLOCK/BRICKS
-PAINT
-WOOD

THE FOLLOWING ARE NON-STORM WATER SOURCES THAT WILL BE ENCOUNTERED AT THE SITE AND SHOULD BE DIRECTED TO THE SEDIMENT BASIN PRIOR TO DISCHARGE:

-UNCONTAMINATED GROUNDWATER EXPOSED DURING EXCAVATION
-WATER FROM WATER LINE FLUSHING
-PAVEMENT WASH WATERS (WHERE NO SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE OCCURRED).

SPILL PREVENTION AND CONTROL

THE FOLLOWING ARE THE MATERIAL MANAGEMENT PRACTICES THAT WILL BE USED TO REDUCE THE RISK OF SPILLS OR OTHER ACCIDENTAL EXPOSURE OF MATERIALS AND SUBSTANCES TO STORM WATER RUNOFF.

GOOD HOUSEKEEPING

-SUPERINTENDENT SHALL INSPECT PROJECT AREA DAILY FOR PROPER STORAGE, USE, AND DISPOSAL OF CONSTRUCTION MATERIALS.

-STORE ONLY ENOUGH MATERIAL ON SITE FOR PROJECT COMPLETION.

-ALL SUBSTANCES SHOULD BE USED BEFORE DISPOSAL OF CONTAINER.

-ALL CONSTRUCTION MATERIALS STORED SHALL BE ORGANIZED AND IN THE PROPER CONTAINER AND IF POSSIBLE, STORED UNDER A ROOF OR PROTECTIVE COVER.

-PRODUCTS SHALL NOT BE MIXED UNLESS DIRECTED BY THE MANUFACTURER.

-ALL PRODUCTS SHALL BE USED AND DISPOSED OF ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.

HAZARDOUS PRODUCTS

-MATERIALS SHOULD BE KEPT IN ORIGINAL CONTAINER WITH LABELS UNLESS THE ORIGINAL CONTAINERS CANNOT BE RESEALED. IF ORIGINAL CONTAINERS CANNOT BE USED, LABELS AND PRODUCT INFORMATION SHALL BE SAVED.

-PROPER DISPOSAL PRACTICES SHALL ALWAYS BE FOLLOWED IN ACCORDANCE WITH MANUFACTURER AND LOCAL/STATE REGULATIONS.

PRODUCT SPECIFIC PRACTICES

-PETROLEUM PRODUCTS MUST BE STORED IN PROPER CONTAINERS AND CLEARLY LABELED. VEHICLES CONTAINING PETROLEUM PRODUCTS SHALL BE PERIODICALLY INSPECTED FOR LEAKS. PRECAUTIONS SHALL BE TAKEN TO AVOID LEAKAGE OF PETROLEUM PRODUCTS ON SITE.

-THE MINIMUM AMOUNT OF FERTILIZER SHALL BE USED AND MIXED INTO THE SOIL IN ORDER TO LIMIT EXPOSURE TO STORM WATER. FERTILIZERS SHALL BE STORED IN A COVERED SHED. THE CONTENTS OF ANY PARTIALLY USED BAGS OF FERTILIZER SHALL BE TRANSFERRED TO A SEALABLE PLASTIC BIN TO AVOID SPILLS.

-PAINT CONTAINERS SHALL BE SEALED AND STORED WHEN NOT IN USE. EXCESS PAINT MUST BE DISPOSED OF IN AN APPROVED MANNER.

-CONCRETE TRUCKS SHALL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON THE SITE.

SPILL CONTROL PRACTICES

IN ADDITION TO THE GOOD HOUSEKEEPING AND MATERIAL MANAGEMENT PRACTICES DISCUSSED IN THE PREVIOUS SECTIONS OF THIS PLAN, THE FOLLOWING PRACTICES SHALL BE FOLLOWED FOR SPILL PREVENTION AND CLEANUP:

-SPILL CLEANUP INFORMATION SHALL BE POSTED ON SITE TO INFORM EMPLOYEES ABOUT CLEANUP PROCEDURES AND RESOURCES.

-THE FOLLOWING CLEAN-UP EQUIPMENT MUST BE KEPT ON-SITE NEAR THE MATERIAL STORAGE AREA: GLOVES, MOPS, RAGS, BROOMS, DUST PANS, SAND, SAWDUST, LIQUID ABSORBER, GOGGLES, AND TRASH CONTAINERS.

-ALL SPILLS SHALL BE CLEANED UP AS SOON AS POSSIBLE.

-WHEN CLEANING A SPILL, THE AREA SHOULD BE WELL VENTILATED AND THE EMPLOYEE SHALL WEAR PROPER PROTECTIVE COVERING TO PREVENT INJURY.

-TOXIC SPILLS MUST BE REPORTED TO THE PROPER AUTHORITY REGARDLESS OF THE SIZE OF THE SPILL.

-AFTER A SPILL, THE PREVENTION PLAN SHALL BE REVIEWED AND CHANGED TO PREVENT FURTHER SIMILAR SPILLS FROM OCCURRING. THE CAUSE OF THE SPILL, MEASURES TO PREVENT IT, AND HOW TO CLEAN THE SPILL UP SHALL BE RECORDED.

-THE SUPERINTENDENT SHALL BE THE SPILL PREVENTION AND CLEANUP COORDINATOR AND IS RESPONSIBLE FOR THE DAY TO DAY SITE OPERATIONS. THE SUPERINTENDENT ALSO OVERSEES THE SPILL PREVENTION PLAN AND SHALL BE RESPONSIBLE FOR EDUCATING THE EMPLOYEES ABOUT SPILL PREVENTION AND CLEANUP PROCEDURES.

MAINTENANCE AND INSPECTION PRACTICES

THE FOLLOWING ARE MAINTENANCE AND INSPECTION PRACTICES THAT SHALL BE COMPLETED BY THE CONTRACTOR:

-ALL SEDIMENT AND EROSION CONTROL METHODS SHALL BE CHECKED AT A MINIMUM OF EVERY 7 DAYS AND WITHIN 24 HOURS OF EACH 0.5 INCH OR GREATER RAINFALL BY THE SUPERINTENDENT OR SOMEONE UNDER HIS/HER DIRECT SUPERVISION.

-ALL SEDIMENT AND EROSION CONTROL METHODS SHALL BE KEPT IN GOOD CONDITION. REPAIRS MUST BE MADE WITHIN 24 HOURS OF REPORT.

-THE SILT FENCE SHALL BE INSPECTED AT A MINIMUM OF EVERY 7 DAYS AND WITHIN 24 HOURS OF A 0.5" OR GREATER RAIN EVENT FOR HEIGHT OF SEDIMENT AND CONDITION OF FENCE.

-THE SILT FENCE SHALL BE CLEARED OF SEDIMENT WHEN SEDIMENT MEASURES ONE-THIRD THE HEIGHT OF THE FENCE.

-THE SEDIMENT BASINS/DITCHES SHALL BE CHECKED AT A MINIMUM OF EVERY 7 DAYS AND WITHIN 24 HOURS OF A 0.5" OR GREATER RAIN EVENT FOR DEPTH OF SEDIMENT. THEY SHALL BE CLEANED WHEN SEDIMENT REACHES 10% OF TOTAL CAPACITY AND AFTER CONSTRUCTION IS COMPLETE.

-DIVERSION DIKES SHALL BE INSPECTED AT A MINIMUM OF EVERY 7 DAYS AND WITHIN 24 HOURS OF A 0.5" OR GREATER RAIN EVENT. ANY BREACHES SHALL BE PROMPTLY REPAIRED.

-ALL SEEDING SHALL BE CHECKED FOR PROPER GROWTH AND UNIFORMITY. UNSTABALIZED AREAS SHALL BE RE-SODDED.

-A MAINTENANCE REPORT SHALL BE COMPLETED DAILY AFTER EACH INSPECTION OF THE SEDIMENT AND EROSION CONTROL METHODS. THE REPORTS SHALL BE FILED IN AN ORGANIZED MANNER AND RETAINED ON-SITE DURING CONSTRUCTION. AFTER CONSTRUCTION IS COMPLETED, THE REPORTS SHALL BE SAVED FOR AT LEAST THREE YEARS. THE REPORTS SHALL BE AVAILABLE FOR ANY AGENCY THAT HAS JURISDICTION OVER EROSION CONTROL.

-THE SUPERINTENDENT SHALL ORGANIZE THE TRAINING FOR INSPECTION PROCEDURES AND PROPER EROSION CONTROL METHODS FOR EMPLOYEES THAT COMPLETE INSPECTIONS AND REPORTS.

POLLUTION PREVENTION PLAN CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

SIGNED: _____ DATE:_____

BRENT A LENZEN, P.E.
FLORIDA REGISTRATION NUMBER: 78537
PROFESSIONAL ENGINEER

CONTRACTOR'S CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FORM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN PREPARED THEREUNDER.

SIGNATURE AND DATE	NAME AND TITLE, COMPANY / ADDRESS AND TELEPHONE NUMBER	RESPONSIBILITY

No.	REVISIONS	DATE	BY

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LICENSED PROFESSIONAL BRENT A LENZEN ENGINEER 78537 STATE OF FLORIDA PROFESSIONAL ENGINEER
BRENT A LENZEN, PE
DATE: 09/16/2026

KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	BAL

STORMWATER POLLUTION PREVENTION PLAN

SHOPS OF NEW SMYRNA BEACH
NEW SMYRNA BEACH FL

SHEET NUMBER
C2.0

Plotted By:Smith, Russell Sheet Set:SHOPS OF NEW SMYRNA BEACH Layout:C2.0 September 16, 2026 09:24:51pm K:\orl_civil\249631001-new smyrna beach sprouts\CADD\CONST\Sheets\C2.0-SWPPP.dwg
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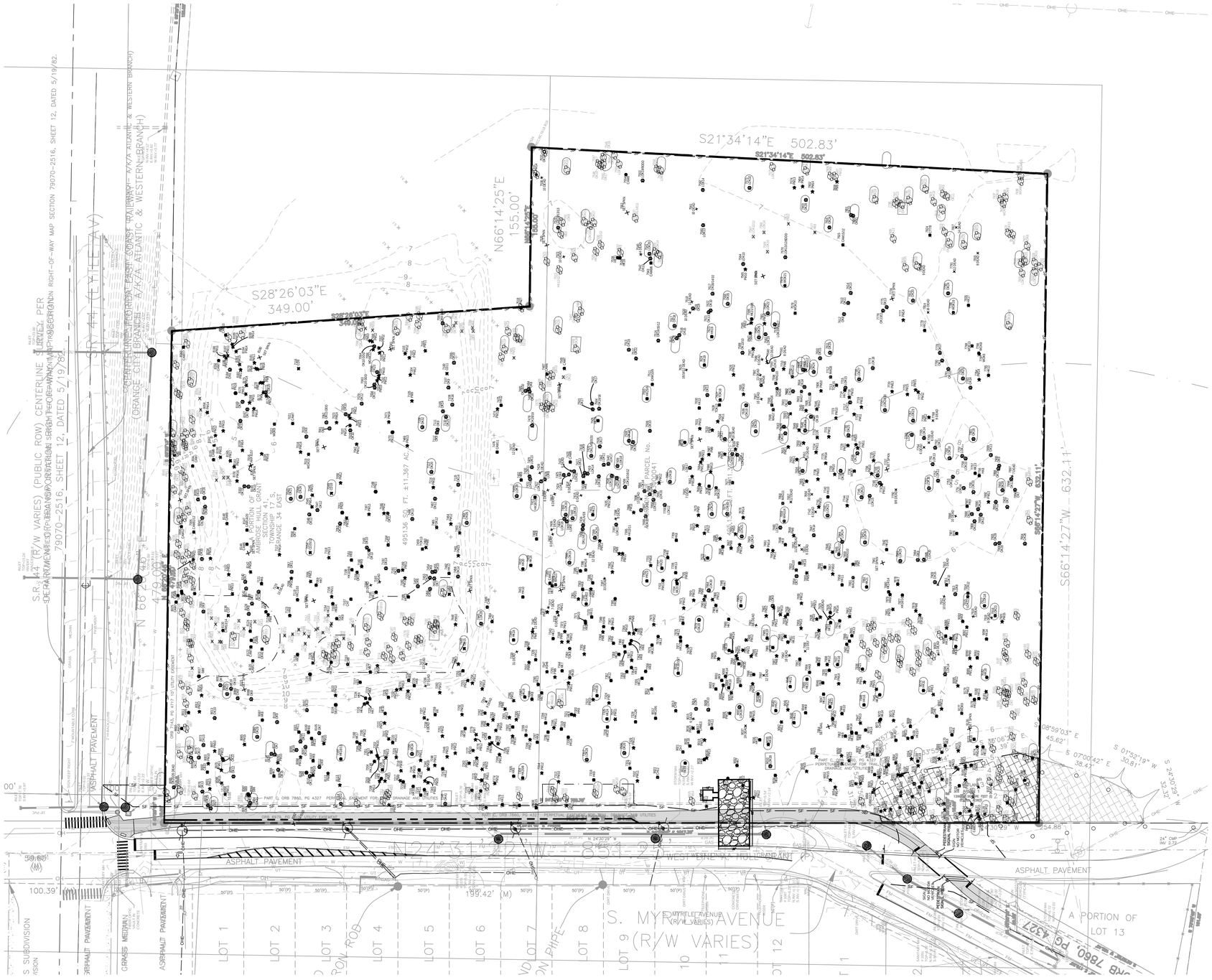

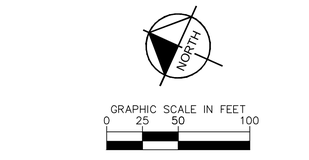

NOTES:

1. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR DEMOLITION REQUIREMENTS OF ELECTRICAL SYSTEMS.
2. CONTRACTOR SHALL UTILIZE BEST MANAGEMENT PRACTICES AS NEEDED TO PREVENT SYSTEM POLLUTION DURING TIME OF CONSTRUCTION.
3. REFER TO SWPPP SHEET 2.0 FOR ADDITIONAL NOTES AND DETAILS.
4. INSTALL AND MAINTAIN SILT FENCE AT LIMITS OF CONSTRUCTION. SEE DETAIL SHEET C7.0.
5. PROVIDE SOIL TRACKING PREVENTION DEVICE AT ALL CONSTRUCTION ACCESS POINTS. SEE DETAIL SHEET C7.0.
6. UTILIZE PERFORATED SOCK DRAIN (OR EQUIVALENT) IN FRONT OF EXISTING/PROPOSED CURB INLETS ADJACENT TO CONSTRUCTION ACTIVITIES. SEE DETAIL SHEET C7.0.
7. INSTALL AND MAINTAIN FILTER FABRIC UNDER GRATES OF EXISTING/PROPOSED INLETS, SEE SHEET C7.0.
8. CONTRACTOR TO ENSURE ADEQUATE COVER REMAINS OVER ALL EXISTING UTILITIES.
9. CONTRACTOR TO VERIFY EXISTING COVER OVER ALL UTILITIES BEFORE START OF CONSTRUCTION AND TO COORDINATE WITH THE ENGINEER OF RECORD PRIOR TO START OF CONSTRUCTION IF DESIGN DOES NOT PROVIDE 36" COVER.
10. CONTRACTOR TO USE OPAQUE TEMPORARY CONSTRUCTION FENCE MATERIAL AND FOLLOW FDOT STANDARD SPECIFICATIONS.

SURVEY NOTES:

1. THE MEASURED BEARINGS SHOWN HEREON AREA (GRID BEARINGS) BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, DERIVING A BEARING OF N66°20'42"E, ALONG SOUTHERLY LINE OF STATE ROAD 44 (LYTLE AVENUE).
2. ELEVATIONS REFER TO NAVD 1988 DATUM, UNITED STATES COAST & GEODETIC SURVEY BENCHMARK MONUMENT M-212, HAVING A PUBLISHED ELEVATION 6.31 FEET.
3. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE X. F.I.R.M. MAP NO. 12127C0543 J. PER FEMA.GOV WEBSITE.

KEY MAP

LEGEND

- PROPERTY LINE (TYP.)
- SF — TYPE III SILT FENCE (SEE DETAIL SHEET C7,0)
- INLET PROTECTION (SEE DETAIL SHEET C7.0)
- S — EXISTING SANITARY SEWER LINE
- FM — EXISTING FORCE MAIN
- W — EXISTING WATER LINE
- RW — EXISTING RECLAIM WATER LINE
- EXISTING STORM PIPE
- GAS — EXISTING GAS LINE
- OHE — EXISTING OVERHEAD ELECTRIC
- UE — EXISTING UNDERGROUND ELECTRIC
- UNK — EXISTING UNIDENTIFIED UTILITY
- EXISTING STORM MANHOLE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING TREE TO BE REMOVED
- EXISTING TREE TO REMAIN
- EXISTING SIDEWALK
- EXISTING SIDEWALK TO BE DEMOLISHED
- EXISTING PAVEMENT TO BE DEMOLISHED
- EXISTING ASPHALT MULTI-USE TRAIL
- WETLAND/SURFACE WATER AREAS
- WETLAND/SURFACE WATER IMPACT AREA

Always call 811 two full business days before you dig to have underground utilities located and marked.

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LICENSED PROFESSIONAL ENGINEER BRENT A. LENZEN LICENSE NUMBER 70537 STATE OF FLORIDA — BRENT A. LENZEN, PE — DATE: 09/16/2026

KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	BAL

OVERALL EXISTING CONDITIONS AND DEMOLITION PLAN

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER C3.0

Plotted By: Dean, John Sheet Set: SHOPS OF NEW SMYRNA BEACH Layout: C3.0 September 16, 2026 06:28:46pm K:\orl_civil\249631001-new smyrna beach sprouts\CADD\CONST\datasheets\C3.1-XCOND.dwg
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MATCHLINE, SEE SHEET C3.2

MATCHLINE, SEE SHEET C3.4

EXISTING STORM PIPE TO REMAIN

INLET PROTECTION (TYP.) (SEE DETAIL SHEET C7.0)

LIMITS OF GRADING

INSTALL TYPE III SILT FENCE (TYP. AT LIMITS OF CONSTRUCTION SEE DETAIL SHEET C7.0)

EXISTING STORM PIPE TO REMAIN

EASEMENTS TO BE VACATED

EXISTING CURB TO BE REMOVED

EASEMENTS TO BE VACATED

INSTALL TYPE III SILT FENCE (TYP. AT LIMITS OF CONSTRUCTION SEE DETAIL SHEET C7.0)

EXISTING SIDEWALK TO BE REMOVED

EXISTING SIDEWALK TO BE REMOVED

OVERHEAD ELECTRIC LINES TO BE UNDERGROUNDED. CONTRACTOR TO COORDINATE WITH LOCAL UTILITY ON RELOCATION OF ELECTRIC LINES

EXISTING STRIPING TO BE REMOVED

EXISTING EDGE OF PAVEMENT

EXISTING SANITARY SEWER LATERAL TO BE CUT AND CAPPED (TYP.)

EXISTING SANITARY SEWER LATERAL TO BE CUT AND CAPPED (TYP.)

EXISTING EDGE OF PAVEMENT

EXISTING SANITARY SEWER LATERAL TO BE CUT AND CAPPED (TYP.)

PORTION OF PROPERTY TO BE DEDICATED TO THE CITY OF NEW SMYRNA

INLET TOP TO BE CONVERTED TO MANHOLE TOP

EXISTING SANITARY SEWER LATERAL TO BE CUT AND CAPPED (TYP.)

LIMITS OF GRADING

EXISTING STRIPING TO BE REMOVED

EXISTING SEWER FORCE MAIN TO REMAIN

EXISTING STRIPING TO BE REMOVED

EXISTING SEWER FORCE MAIN TO REMAIN

EXISTING STORM PIPE TO REMAIN

EXISTING GAS MAIN TO REMAIN

EXISTING SANITARY SEWER MANHOLE TO REMAIN

EXISTING SANITARY SEWER LINE TO REMAIN

EXISTING SANITARY SEWER LINE TO REMAIN

EXISTING WATER LINES TO REMAIN

EXISTING WATER LINES TO REMAIN

EXISTING GAS MAIN TO REMAIN

EXISTING GAS MAIN TO REMAIN

ASPHALT PAVEMENT

GRASS MEDIAN ASPHALT PAVEMENT 2' MOUNTABLE CURB 2' HI-BACK CURB

SIGN KEEP RIGHT

EXISTING CURB TO BE REMOVED

EXISTING SIDEWALK TO BE REMOVED

EXISTING SIDEWALK TO BE REMOVED

EXISTING STRIPING TO BE REMOVED

EXISTING EDGE OF PAVEMENT

EXISTING STRIPING TO BE REMOVED

EXISTING SEWER FORCE MAIN TO REMAIN

EXISTING SANITARY SEWER MANHOLE TO REMAIN

EXISTING SANITARY SEWER LINE TO REMAIN

EXISTING WATER LINES TO REMAIN

EXISTING GAS MAIN TO REMAIN

ASPHALT PAVEMENT

ORB 7143, PG 4717 10' UTILITY EASEMENT

ORB 6979, PG 4327 PART C, ORB 7860, PG 4327 PERPETUAL EASEMENT FOR DRAINAGE AND UTILITIES

ORB 6979, PG 4327 PART C, ORB 7860, PG 4327 PERPETUAL EASEMENT FOR DRAINAGE AND UTILITIES

495136 SQ

N 66°20'46" E 479.00'

S 66°20'46" W 478.00'

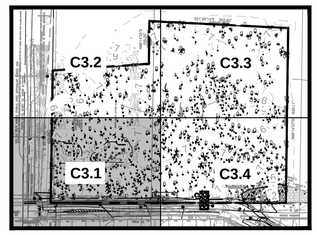
N 24°31'30" W 199.42' (M)

50'(P) 50'(P) 50'(P) 50'(P) 50'(P)

GRAPHIC SCALE IN FEET
0 10 20 40

NOTES:
SEE SHEET C3.0 FOR NOTES.

KEY MAP



LEGEND

- PROPERTY LINE (TYP.)
- SF — TYPE III SILT FENCE (SEE DETAIL SHEET C7,0)
- INLET PROTECTION (SEE DETAIL SHEET C7.0)
- S — EXISTING SANITARY SEWER LINE
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- EXISTING PAVEMENT TO BE DEMOLISHED
- EXISTING ASPHALT MULTI-USE TRAIL
- WETLAND/SURFACE WATER AREAS
- WETLAND/SURFACE WATER IMPACT AREA

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No.	REVISIONS	DATE	BY

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PHONE: (407) 898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL ENGINEER BRENT A. LENZEN, PE. LICENSE NUMBER 79537 STATE OF FLORIDA

DATE 09/10/2026

KHA PROJECT	249631001
DATE	09/10/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	BAL

EXISTING CONDITIONS AND DEMOLITION PLAN

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
C3.1

Plotted By:Dash, John Sheet Set:SHOPS OF NEW SMYRNA BEACH Layout:C3.1 September 16, 2026 08:26:03pm K:\orl_civil\249631001-new smyrna beach sprouts\CADD\CONST\dashsheets\C3.1-XCOND.dwg
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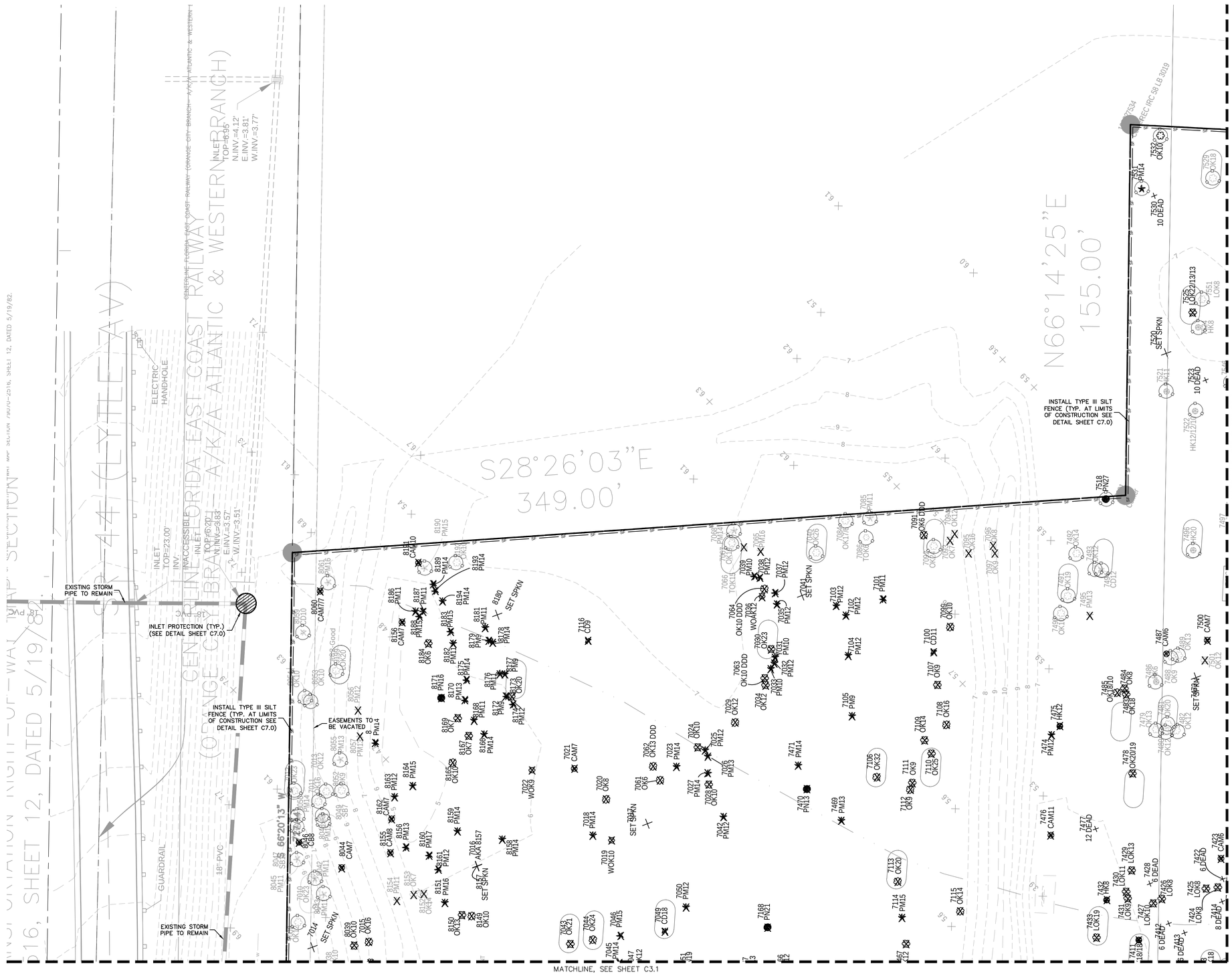

NOTES:
SEE SHEET C3.0 FOR NOTES.

GRAPHIC SCALE IN FEET
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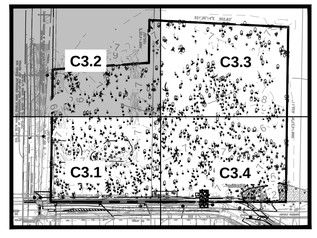
NORTH

KEY MAP



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LICENSED PROFESSIONAL ENGINEER
BRENT A. LENZEN, PE
LICENSE NUMBER 78530
STATE OF FLORIDA
DATE: 09/16/2026

KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	JTP

EXISTING CONDITIONS AND DEMOLITION PLAN

SHOPS OF NEW SMYRNA BEACH
NEW SMYRNA BEACH FL

SHEET NUMBER
C3.2

Plotted By:Dean, John Sheet Set:SHOPS OF NEW SMYRNA BEACH Layout:C3.3 September 16, 2026 05:28:35pm K:\orl_civil\249631001-new smyrna beach sprouts\CADD\CONST\plansheets\C3.1-2\COND.dwg
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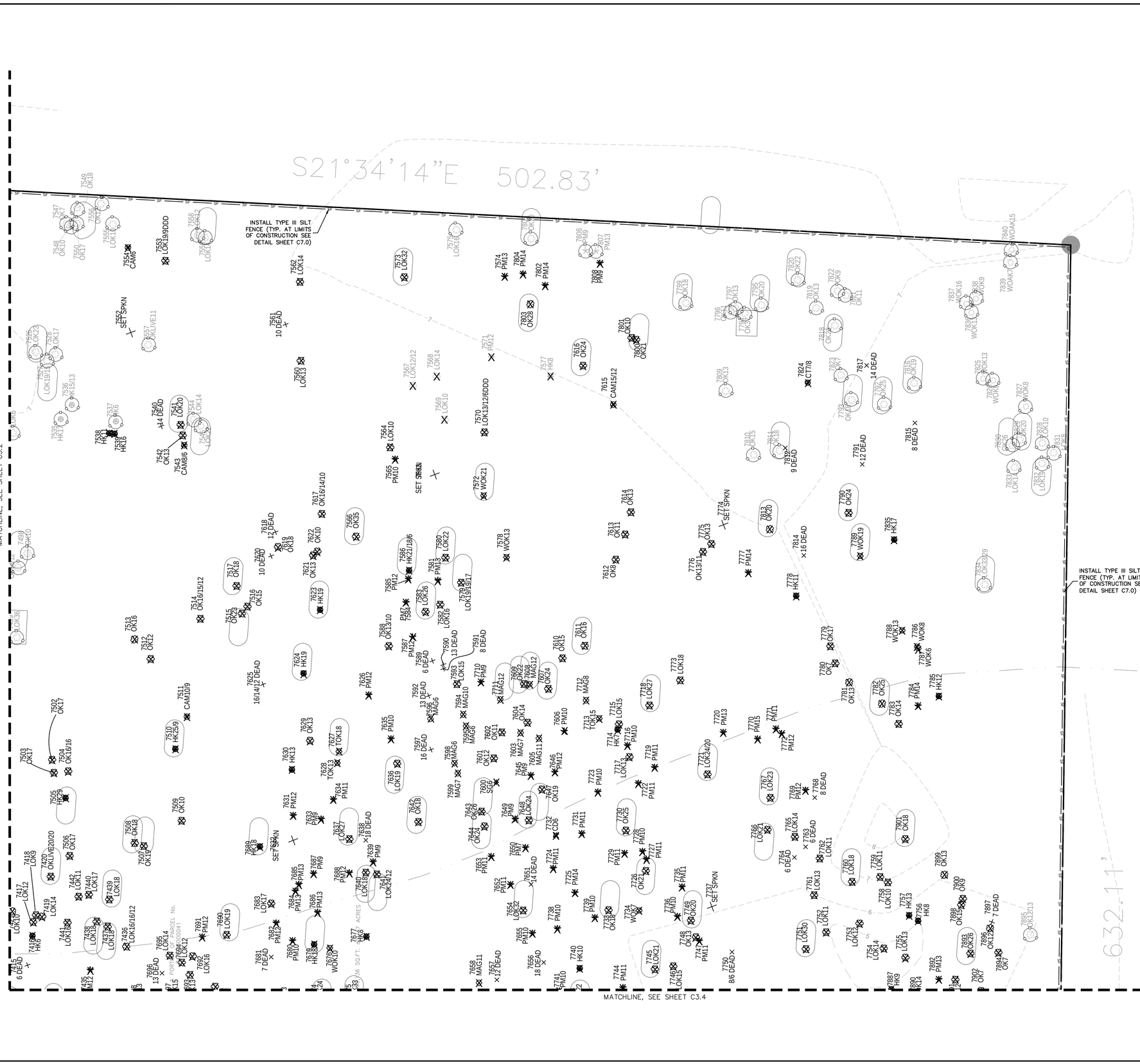

NOTES:
SEE SHEET C3.0 FOR NOTES.

GRAPHIC SCALE IN FEET
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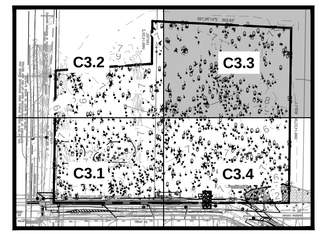
NORTH

KEY MAP



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LICENSED PROFESSIONAL ENGINEER BRENT A. LENZEN 78532 STATE OF FLORIDA PROFESSIONAL ENGINEER
DATE: 09/16/2026

KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	BAL

EXISTING CONDITIONS AND DEMOLITION PLAN

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
C3.3

MATCHLINE, SEE SHEET C3.3

MATCHLINE, SEE SHEET C3.1

CONSTRUCTION PARKING ZONE

INSTALL TYPE III SILT FENCE (TYP. AT LIMITS OF CONSTRUCTION SEE DETAIL SHEET C7.0)

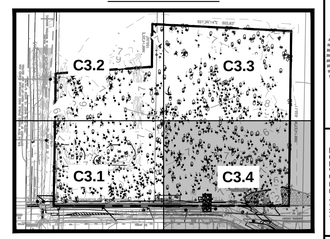
S66°14'27"W

NOTES:
SEE SHEET C3.0 FOR NOTES.

GRAPHIC SCALE IN FEET
0 10 20 40

NORTH

KEY MAP



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LICENSED PROFESSIONAL ENGINEER
BRENT A. LENZEN
PE 73532
STATE OF FLORIDA
PROFESSIONAL ENGINEER

KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	BAL

EXISTING CONDITIONS AND DEMOLITION PLAN

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
C3.4

Plotted By:Dean, John Sheet Set:SHOPS OF NEW SMYRNA BEACH Layout:C3.4 September 16, 2026 06:26:52pm K:\orl_civil\249631001-new smyrna beach sprouts\CADD\CONST\plansheets\C3.1-XCOND.dwg
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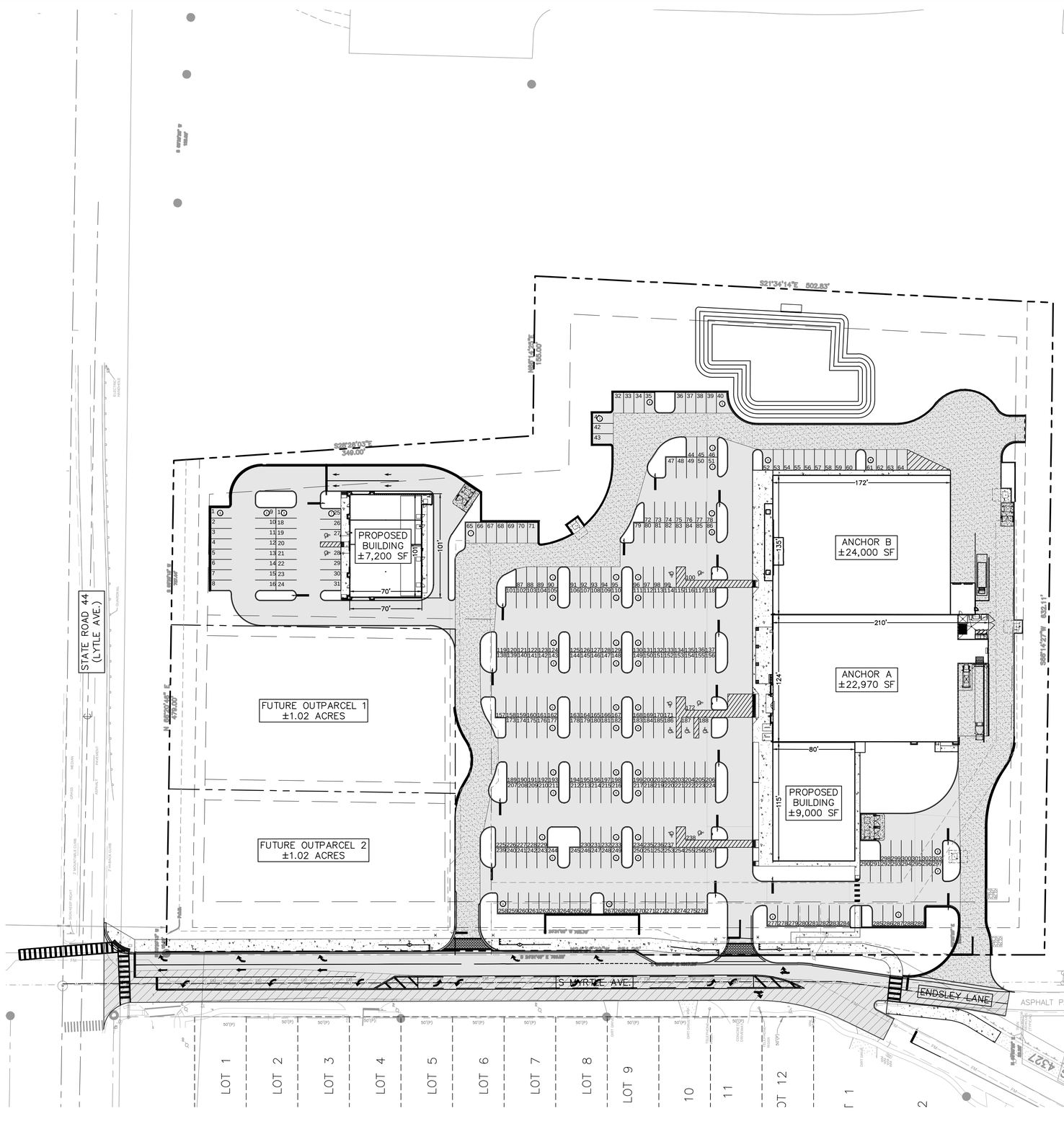


SITE NOTES:

1. DURING CONSTRUCTION, WHEN COMBUSTIBLES ARE BROUGHT ON TO THE SITE, ACCESS ROADS AND A SUITABLE TEMPORARY OR PERMANENT SUPPLY OF WATER ACCEPTABLE TO THE FIRE DEPARTMENT SHALL BE PROVIDED AND MAINTAINED PER CHAPTER 16, NFPA 1 (LATEST EDITION).
2. ANY MISCELLANEOUS GARBAGE, WASTE AND CONSTRUCTION DEBRIS OR DEMOLITION DEBRIS , OR WASTE MATERIAL FOUND ON SITE DURING CLEARING AND GRADING SHALL BE PROPERLY DISPOSED OF OFF-SITE.
3. DEVELOPMENT OF THE SUBJECT PROPERTY SHALL COMPLY WITH ALL STATE AND FEDERAL REGULATIONS REGARDING WILDLIFE AND PLANTS LISTED AS IMPERILED SPECIES (ENDANGERED, THREATENED, OR SPECIES OF SPECIAL CONCERN). THE APPLICANT IS RESPONSIBLE TO DETERMINE THE PRESENCE OF THESE CONCERN AND TO VERIFY AND OBTAIN, IF NECESSARY, ANY REQUIRED HABITAT PERMITTING OF THE U.S. FISH AND WILDLIFE SERVICE (USFWS) AND THE FLORIDA FISH & WILDLIFE CONSERVATION COMMISSION (FWC).
4. ALL DIMENSIONS SHOWN ARE SHOWN AT FACE OF CURB, UNLESS OTHERWISE NOTED.
5. ALL PAVEMENT MARKINGS AND SIGNAGE SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS," LATEST EDITION; AND THE CITY OF NEW SMYRNA BEACH LAND DEVELOPMENT CODE.
6. FREE STANDING SIGNAGE SHOWN ONLY FOR REPRESENTATIONAL PURPOSES, AND MUST BE APPLIED FOR, APPROVED, AND PERMITTED ON AN INDIVIDUAL BASIS APART FROM ANY ULTIMATELY APPROVED SITE PLAN. APPROVAL OF THIS SITE PLAN DOES NOT CONSTITUTE APPROVAL OF ANY SIGNAGE.
7. ANY DAMAGED SIDEWALK OR CURB WITHIN THE R.O.W. SHALL BE REMOVED AND REPLACED.
8. ALL SIDEWALKS WITHIN THE R.O.W. SHALL COMPLY WITH FDOT STANDARD PLANS INDEX #522-001 AND BE CONSTRUCTED OF A MINIMUM 6" THICK FDOT CLASS I NON-STRUCTURAL 3,000 PSI CONCRETE WITH FIBER MESH. ALL TRUNCATED DOMES SHALL BE INSTALLED PER FDOT STANDARD PLANS INDEX #522-002.
9. ALL DISTURBED AREAS WITHIN THE R.O.W. WILL BE SODDED.
10. HANDICAP PARKING SPACES WILL BE PROPERLY SIGNED AND STRIPED IN ACCORDANCE WITH FLORIDA STATUTE 316, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, OR OTHER APPLICABLE STANDARDS.
11. ALL ON-SITE PARKING SPACES WILL BE STRIPED AND SIGNED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION. PARKING SPACES, DIRECTIONAL ARROWS, AND STOP BARS SHALL BE STRIPED IN WHITE. IT SHALL BE THE OWNER/DEVELOPER'S RESPONSIBILITY TO PROPERLY SIGN AND STRIPE IN ACCORDANCE WITH APPLICABLE STANDARDS.
12. ALL UTILITY CONSTRUCTION SHALL COMPLY WITH THE NEW SMYRNA BEACH UTILITIES RULES, DESIGN, AND CONSTRUCTION SPECIFICATIONS, LATEST EDITION.
13. ALL ON-SITE WATER AND SEWER FACILITIES SHALL BE OWNED AND MAINTAINED BY THE OWNER/ DEVELOPER.
14. HANDICAP PARKING SPACES WILL BE PROPERLY SIGNED AND STRIPED IN ACCORDANCE WITH FLORIDA STATUTE 316, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, OR OTHER APPLICABLE STANDARDS.
15. THE ARCHITECT/ENGINEER CERTIFIES THAT THE SITE HAS BEEN DESIGNED IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT.
16. ALL FUTURE DEVELOPMENTS WILL NEED TO APPLY FOR PERMIT PRIOR TO CONSTRUCTION.
17. THE SITE SHALL COMPLY WITH THE FLORIDA BUILDING CODE 8TH EDITION (2023) ACCESSIBILITY.
18. 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.
19. STORMWATER MANAGEMENT FOR THE ENTIRE 11.37 ACRES, INCLUDING OUTPARCELS WILL BE PROVIDED FOR WITHIN THE CENTRAL SYSTEM.

SITE DATA:

TOTAL SITE AREA:	11.37 ACRES / 495,135.80 SF
EXISTING ZONING:	LIGHT INDUSTRY (I-1)
FUTURE LAND USE:	INDUSTRIAL MIXED USE (IMU)
EXISTING USE:	VACANT (WOODED)
PROPOSED USE:	COMMERCIAL RETAIL

	PHASE 1 (9.33 AC)	PHASE 2 (2.04 AC)
MAX. BUILDING HEIGHT:	45 FT	45 FT
MIN. LOT SIZE:	1.00 AC	0.50 AC
MIN. BUILDING SEPARATION:	0 FT	20 FT
MAX. INDIVIDUAL BUILDING SIZE:	25,000 SF	11,325 SF
MAX. F.A.R.	0.5	0.5
MAX. BUILDING COVERAGE: 25%	2.33 AC	0.26 AC
MIN. OPEN SPACE: 20%	1.87 AC	0.41 AC
MIN. NATURAL VEGETATION: 15%	1.40 AC	0.31 AC
MIN. INTERIOR LANDSCAPING: 10%	0.93 AC	0.20 AC
MAX. IMPERVIOUS: 80%	7.46 AC	1.63 AC
MIN. BUILDING SETBACKS:	PHASE 1 (9.33 AC)	PHASE 2 (2.04 AC)
NORTH	35 FT	35 FT
EAST	35 FT	10 FT
WEST	50 FT	50 FT
SOUTH	35 FT	10 FT
*REQUIRED 10 FT INTERIOR SETBACK BETWEEN OUTPARCELS		
MIN. LANDSCAPE BUFFERS	PHASE 1 (9.33 AC)	PHASE 2 (2.04 AC)
NORTH	25 FT	25 FT
EAST	N/A	N/A
WEST	25 FT	25 FT
SOUTH	25 FT	5 FT
REQUIRED PARKING	PHASE 1 (9.33 AC)	PHASE 2 (2.04 AC)
RETAIL 4/SP/1,000 SF (63,970 SF)	25 FT	MINIMUM PARKING REQUIRED FOR PHASE 2 TO BE PROVIDED PER THE LDR AND THE PROPOSED USE
REGULAR 10' X 20'	249 SPACES	
ADA SPACES (201-300 PROVIDED)	7 SPACES	
TOTAL:	263 SPACES	
PROVIDED PARKING	PHASE 1 (9.33 AC)	PHASE 2 (2.04 AC)
STANDARD SPACES	292 SPACES	MINIMUM PARKING REQUIRED FOR PHASE 2 TO BE PROVIDED PER THE LDR AND THE PROPOSED USE
ADA SPACES	11 SPACES	
TOTAL:	303 SPACES	
*NOT TO EXCEED 120% OF MINIMUM REQUIREMENT		

OPEN SPACE / IMPERVIOUS (PHASE 1):

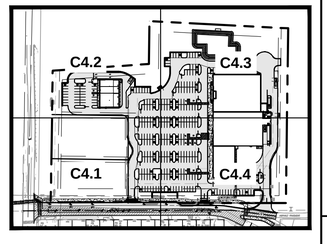
PROVIDED OPEN SPACE:	3.31 AC / 35.48%
PROPOSED IMPERVIOUS:	
SIDEWALK	0.23 AC
ASPHALT	4.31 AC
BUILDING	1.47 AC
TOTAL:	6.01 AC (64.42%)

INTERIOR LANDSCAPING CALCS (PHASE 1):

REGULAR PARKING SPACES – 292	292 X 20' X 10' = 58,400 SF / 1.34 AC
ADA PARKING SPACES – 11	11 X 20' X 17' = 3,740 SF/ 0.08 AC
PARKING AISLE PAVEMENT	58,333 SF / 1.34 AC
TOTAL:	120,673 SF / 2.76 AC

10% OF PARKING = 0.28 AC OF INTERIOR LANDSCAPE ISLANDS REQUIRED

KEY MAP



LEGEND

- PROPERTY LINE (TYP.)
- PROPOSED LIGHT DUTY ASPHALT PAVEMENT (SEE DETAIL SHEET C7.1)
- PROPOSED HEAVY DUTY ASPHALT PAVEMENT (SEE DETAIL SHEET C7.1)
- PROPOSED CONCRETE SIDEWALK (SEE DETAIL SHEET C7.1)
- PROPOSED STAMPED CONCRETE (SEE DETAIL SHEET C7.1)
- PROPOSED MILL AND RESURFACE (SEE DETAIL SHEET C7.1)
- PROPOSED HEAVY DUTY CONCRETE FOR DUMPSTER ENCLOSURE (SEE DETAIL SHEET C7.1)
- EXISTING CONCRETE SIDEWALK

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No.	REVISIONS	DATE	BY

Kimley»Horn

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PHONE: (407) 898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL ENGINEER BRENT ALLEN LENZEN PE 78537 STATE OF FLORIDA 09/16/2026

KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	BAL

OVERALL SITE PLAN

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
C4.0

Plotted By:Smith, Russell Sheet Set:SHOPS OF NEW SMYRNA BEACH Layout:C4.0 September 16, 2026 05:26:12pm K:\orl_civil\249631001-new smyrna beach sprouts\CADD\CONST\plansheets\C4.1-SITE.dwg
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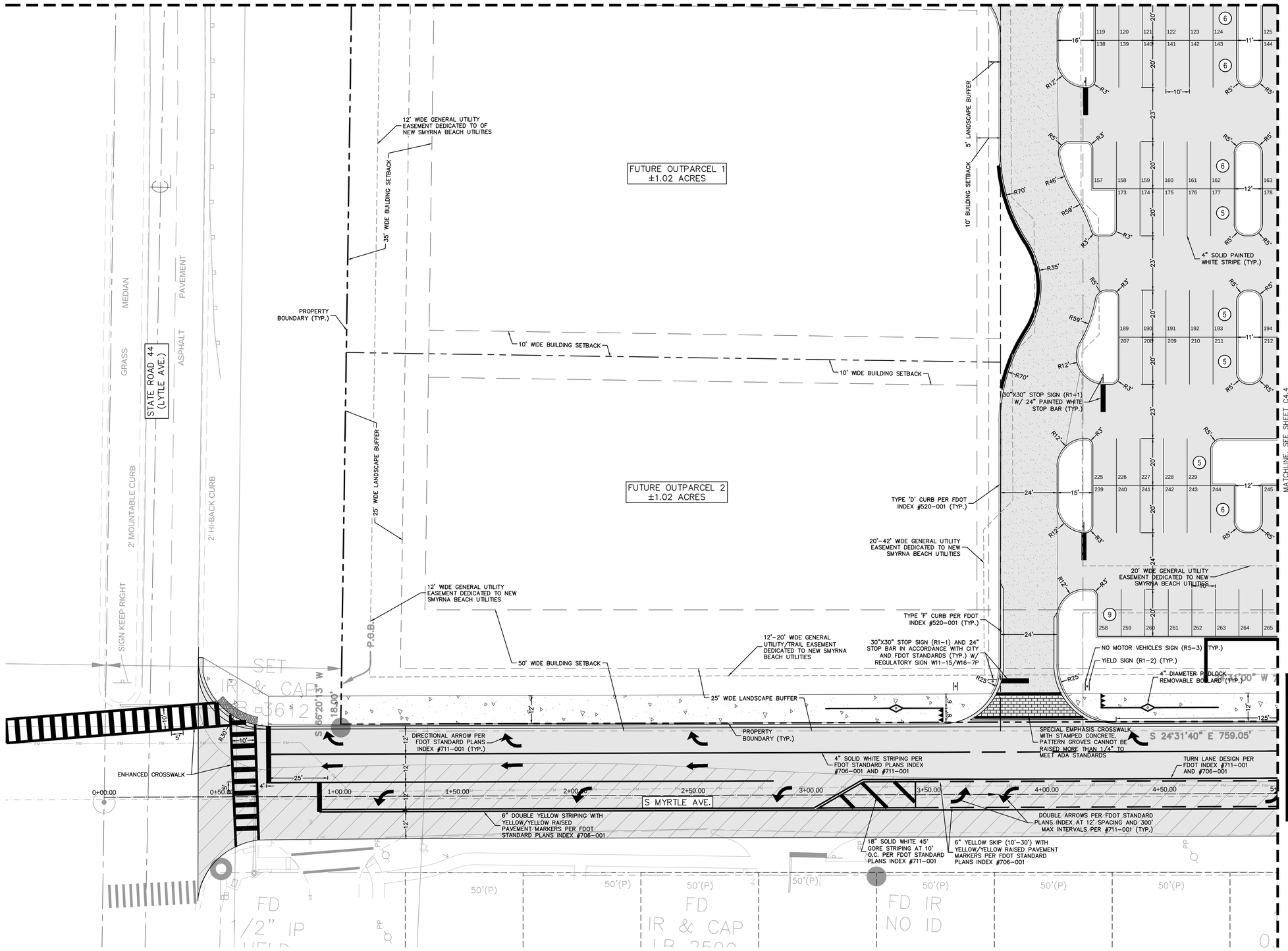
MATCHLINE, SEE SHEET C4.2



NOTES:
SEE SHEET C4.0 FOR NOTES.

GRAPHIC SCALE IN FEET
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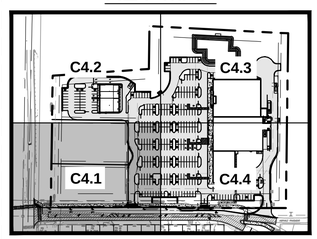
KEY MAP



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- EXISTING PAVEMENT SIDEWALK

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LICENSED PROFESSIONAL BRENT ALEXANDER LENZEN ENGINEER
BRENT A. LENZEN, PE
LICENSE NUMBER 78537
STATE OF FLORIDA
PROFESSIONAL ENGINEER
DATE: 09/16/2026

KHA PROJECT 249631001
DATE 09/16/2026
SCALE AS SHOWN
DESIGNED BY DRN
DRAWN BY DRN
CHECKED BY BAL

SITE PLAN

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
C4.1

Plotted By:Smith, Russell Sheet Set:SHOPS OF NEW SMYRNA BEACH Layout:C4.1 September 16, 2026 05:26:19pm K:\orl-civil\249631001-new smyrna beach sprouts\CADD\CONST\plansheets\C4.1-SITE.dwg
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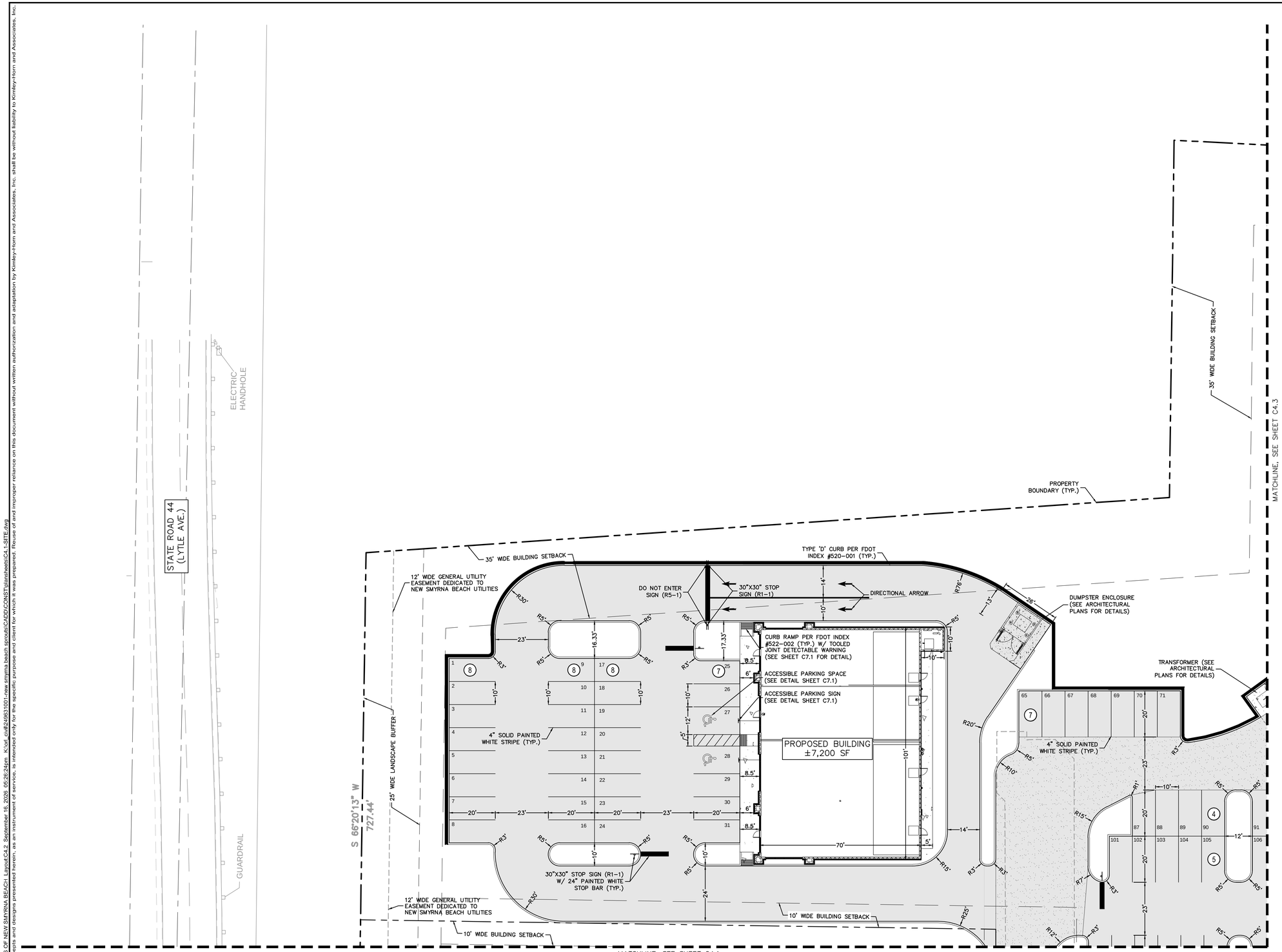
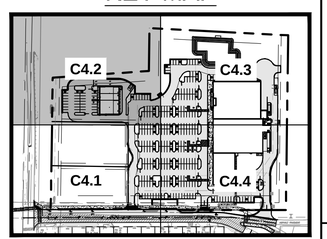


NOTES:
SEE SHEET C4.0 FOR NOTES.

GRAPHIC SCALE IN FEET
0 10 20 40

KEY MAP



LEGEND

- PROPERTY LINE (TYP.)
- PROPOSED LIGHT DUTY ASPHALT PAVEMENT (SEE DETAIL SHEET C7.1)
- PROPOSED HEAVY DUTY ASPHALT PAVEMENT (SEE DETAIL SHEET C7.1)
- PROPOSED CONCRETE SIDEWALK (SEE DETAIL SHEET C7.1)
- PROPOSED STAMPED CONCRETE (SEE DETAIL SHEET C7.1)
- PROPOSED MILL AND RESURFACE (SEE DETAIL SHEET C7.1)
- PROPOSED HEAVY DUTY CONCRETE FOR DUMPSTER ENCLOSURE (SEE DETAIL SHEET C7.1)
- EXISTING CONCRETE SIDEWALK

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No.	REVISIONS	DATE	BY

Kimley»Horn

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200 S. ORANGE AVENUE, SUITE 600, ORLANDO, FL
PHONE: (407) 898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL ENGINEER
BRENT A. LENZEN, P.E.
LICENSE NUMBER 78532
STATE OF FLORIDA
PROFESSIONAL ENGINEER
DATE: 09/16/2026

KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	BAL

SITE PLAN

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
C4.2

Plotted By:Smith, Russell Sheet Set:SHOPS OF NEW SMYRNA BEACH Layout:C4.3 September 16, 2026 05:26:29pm K:\orl_civil\249631001-new smyrna beach sprouts\CADD\CONST\plansheets\C4.1-SITE.dwg
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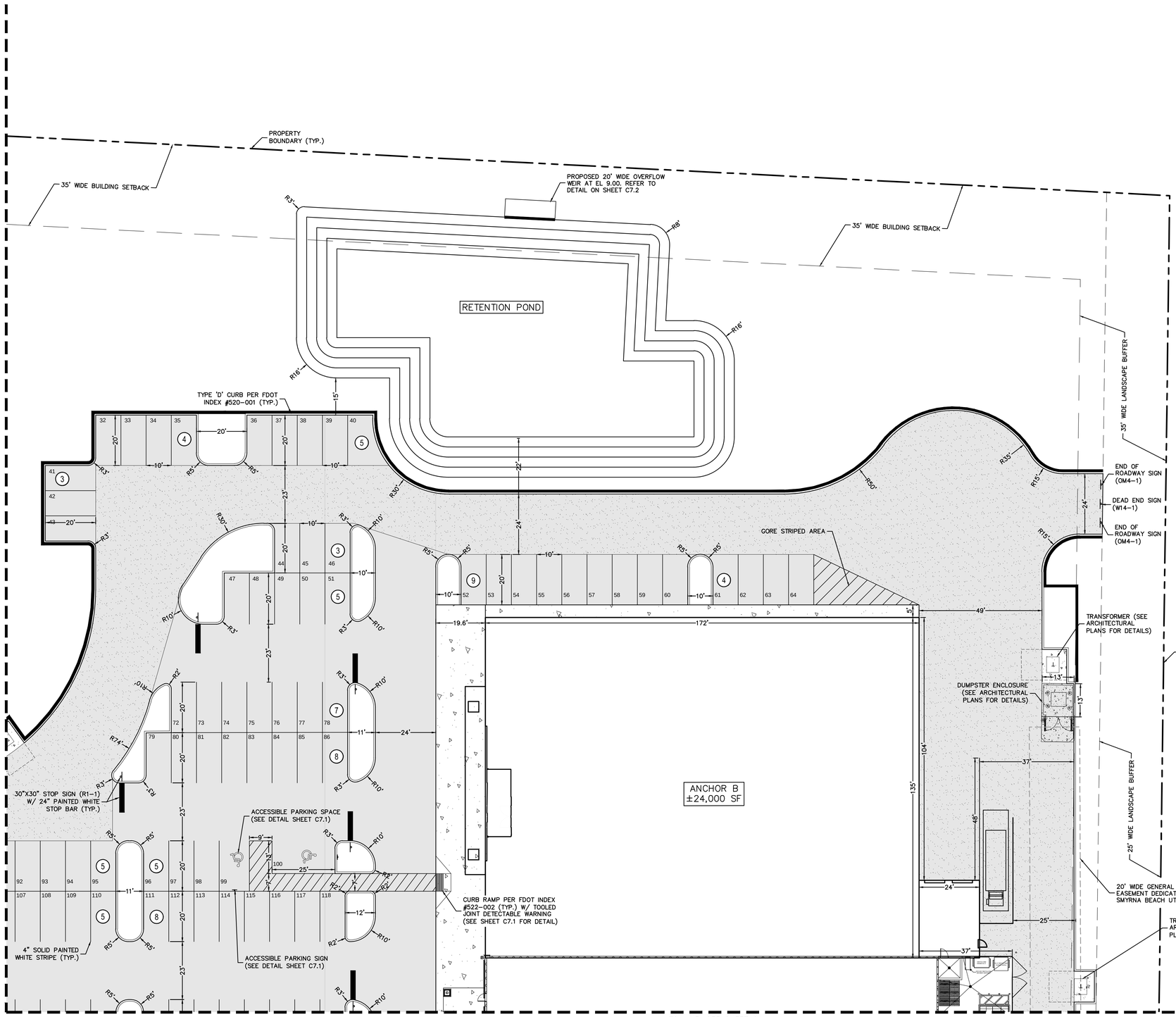
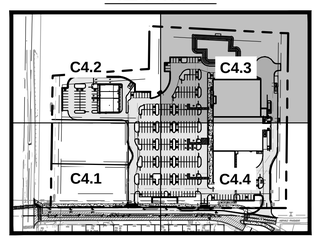




NOTES:
SEE SHEET C4.0 FOR NOTES.

KEY MAP



LEGEND

- PROPERTY LINE (TYP.)
- PROPOSED LIGHT DUTY ASPHALT PAVEMENT (SEE DETAIL SHEET C7.1)
- PROPOSED HEAVY DUTY ASPHALT PAVEMENT (SEE DETAIL SHEET C7.1)
- PROPOSED CONCRETE SIDEWALK (SEE DETAIL SHEET C7.1)
- PROPOSED STAMPED CONCRETE (SEE DETAIL SHEET C7.1)
- PROPOSED MILL AND RESURFACE (SEE DETAIL SHEET C7.1)
- PROPOSED HEAVY DUTY CONCRETE FOR DUMPSTER ENCLOSURE (SEE DETAIL SHEET C7.1)
- EXISTING CONCRETE SIDEWALK

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No.	REVISIONS	DATE	BY

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PHONE: (407) 898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL ENGINEER BRENT A. LENZEN
"RELEASED FOR PERMIT PURPOSES ONLY"
BRENT A. LENZEN, PE
LICENSE NUMBER 78532
STATE OF FLORIDA
PROFESSIONAL ENGINEER
DATE: 09/16/2026

KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	BAL

SITE PLAN

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
C4.3

MATCHLINE, SEE SHEET C4.3

ANCHOR A
±22,970 SF

PROPOSED BUILDING
±9,000 SF

ACCESSIBLE PARKING SIGN (SEE DETAIL SHEET C7.1)

CURB RAMP W/ DETECTABLE WARNING PER FDOT INDEX #522-002 (TYP.)

4" SOLID PAINTED WHITE STRIPE (TYP.)

ACCESSIBLE PARKING SPACE (SEE DETAIL SHEET C7.1)

DUMPSTER ENCLOSURE (SEE ARCHITECTURAL PLANS FOR DETAILS)

30"X30" STOP SIGN (R1-1) W/ 24" PAINTED WHITE STOP BAR (TYP.)

CURB RAMP PER FDOT INDEX #522-002 (TYP.) W/ TOOLED JOINT DETECTABLE WARNING (SEE SHEET C7.1 FOR DETAIL)

12" THICK PAINTED WHITE CROSSWALK AT 3' OC (TYP.)

20' WIDE GENERAL UTILITY EASEMENT DEDICATED TO NEW SMYRNA BEACH UTILITIES

TYPE 'D' CURB PER FDOT INDEX #520-001 (TYP.)

12'-20' WIDE GENERAL UTILITY/TRAIL EASEMENT DEDICATED TO NEW SMYRNA BEACH UTILITIES

30"X30" STOP SIGN (R1-1) AND 24" STOP BAR IN ACCORDANCE WITH CITY AND FDOT STANDARDS (TYP.) W/ REGULATORY SIGN W11-15/W16-7P

NO MOTOR VEHICLES SIGN (R5-3) (TYP.)

YIELD SIGN (R1-2) (TYP.)

50' WIDE BUILDING SETBACK

25' WIDE LANDSCAPE BUFFER

PROPERTY BOUNDARY (TYP.)

TURN LANE DESIGN PER FDOT INDEX #711-001 AND #706-001

4" DIAMETER PADLOCK REMOVABLE BOLLARD (TYP.)

SPECIAL EMPHASIS CROSSWALK WITH STAMPED CONCRETE PATTERN GROVES CANNOT BE RAISED MORE THAN 1/4" TO MEET ADA STANDARDS

TYPE 'F' CURB PER FDOT INDEX #520-001 (TYP.)

DIRECTIONAL ARROW PER FDOT STANDARD PLANS INDEX #711-001 (TYP.)

ENHANCED CROSSWALK

18" SOLID WHITE 45° GORE STRIPING AT 10' O.C. PER FDOT STANDARD PLANS INDEX #711-001

6" YELLOW STRIPING WITH YELLOW/YELLOW RAISED PAVEMENT MARKERS PER FDOT STANDARD PLANS INDEX #706-001

6" YELLOW SKIP (10'-30') WITH YELLOW/YELLOW RAISED PAVEMENT MARKERS PER FDOT STANDARD PLANS INDEX #706-001

DOUBLE ARROWS PER FDOT STANDARD PLANS INDEX AT 12' SPACING AND 300' MAX INTERVALS PER #711-001 (TYP.)

S MYRTLE AVE

ENDSLEY LANE

ASPHALT PAVEMENT

PEDESTRIAN CROSSING SIGN

END OF IMPROVEMENTS

3' VALLEY GUTTER CURB PER FDOT INDEX #520-001 (TYP.)

30"X30" STOP SIGN (R1-1) AND 24" STOP BAR IN ACCORDANCE WITH CITY AND FDOT STANDARDS (TYP.)

25' WIDE LANDSCAPE BUFFER

35' WIDE LANDSCAPE BUFFER

20' WIDE GENERAL UTILITY EASEMENT DEDICATED TO NEW SMYRNA BEACH UTILITIES

TRANSFORMER (SEE ARCHITECTURAL PLANS FOR DETAILS)

10'x10' ENERGY DISSIPATER

S 24°30'00" E 1017.38'

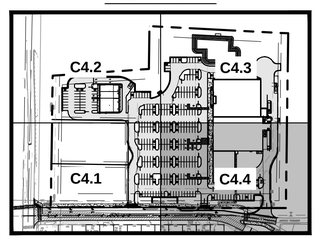
S 65°28'20" E 158.78'

N 65°28'20" W 158.78'

GRAPHIC SCALE IN FEET
0 10 20 40

NOTES:
SEE SHEET C4.0 FOR NOTES.

KEY MAP



LEGEND

- PROPERTY LINE (TYP.)
- PROPOSED LIGHT DUTY ASPHALT PAVEMENT (SEE DETAIL SHEET C7.1)
- PROPOSED HEAVY DUTY ASPHALT PAVEMENT (SEE DETAIL SHEET C7.1)
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- EXISTING CONCRETE SIDEWALK

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LICENSED PROFESSIONAL ARCHITECT BRENT A. LENZEN
LICENSED PROFESSIONAL ENGINEER BRENT A. LENZEN, PE
LICENSE NUMBER 78537
STATE OF FLORIDA
DATE 09/16/2026

KHA PROJECT 249631001
DATE 09/16/2026
SCALE AS SHOWN
DESIGNED BY DRN
DRAWN BY DRN
CHECKED BY BAL

SITE PLAN

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
C4.4

Plotted By:Smith, Russell Sheet Set:SHOPS OF NEW SMYRNA BEACH | Layout:C4.4 September 16, 2026 05:26:39pm K:\orl_civil\249631001-new smyrna beach sprouts\CADD\CONST\plansheets\C4.1-SITE.dwg
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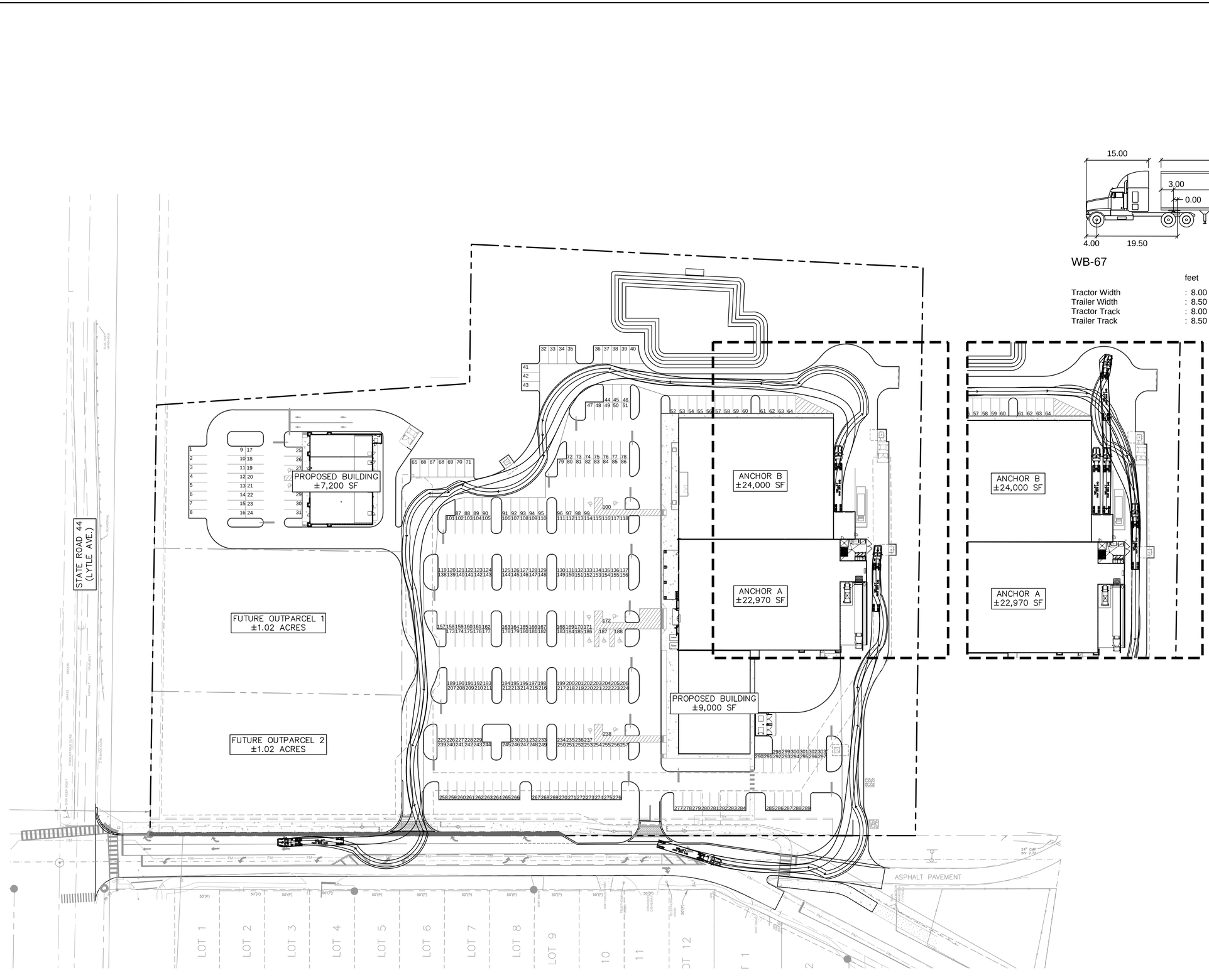

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LICENSED PROFESSIONAL ENGINEER
BRENT A. LENZEN
LICENSE NUMBER 78530
STATE OF FLORIDA
09/16/2026
BRENT A. LENZEN, PE
DATE

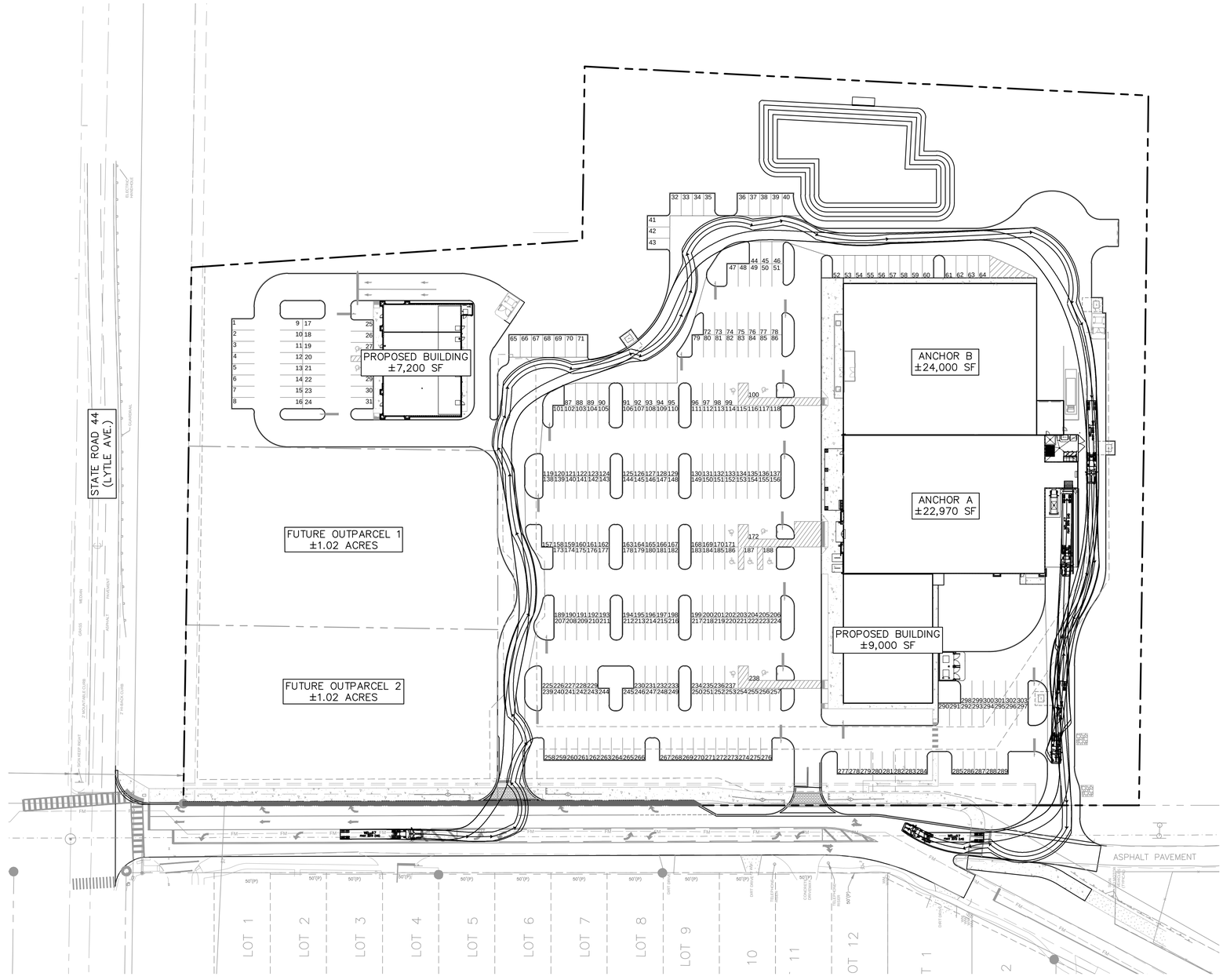
KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	BAL

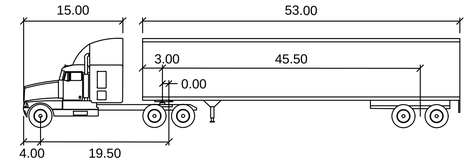
TRUCK ROUTING PLAN

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
C4.5





WB-67

feet

Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 28.4
Tractor Track	: 8.00	Articulating Angle	: 75.0
Trailer Track	: 8.50		

GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

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WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL ENGINEER
BRENT A. LENZEN
LICENSE NUMBER 78530
STATE OF FLORIDA
09/16/2026

KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	BAL

TRUCK ROUTING PLAN

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
C4.6

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Plotted By:Smith, Russell Sheet Set:SHOPS OF NEW SMYRNA BEACH Layout:C4.6 September 16, 2026 05:38:46pm K:\orl_civil\249631001-new smyrna beach sprouts\CADD\CONST\plansheets\C4.5-TRUCK TURNS.dwg
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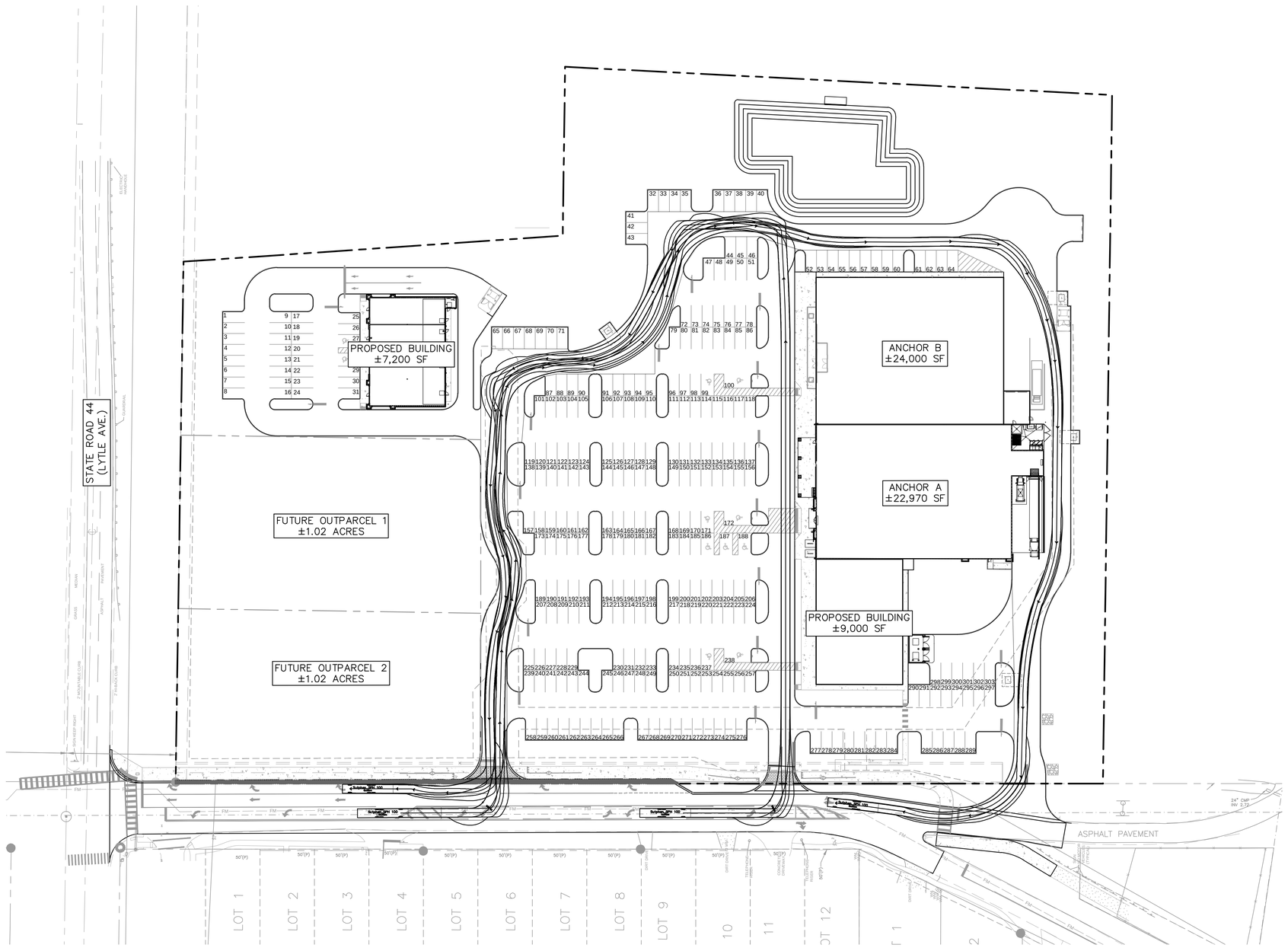

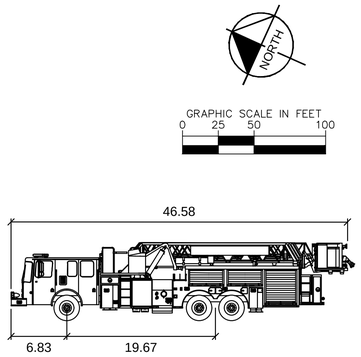

Sutphen SPH 100

	feet
Width	: 8.16
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 46.0

GRAPHIC SCALE IN FEET
0 25 50 100

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WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL ENGINEER
BRENT A. LENZEN, PE
FLORIDA LICENSE NO. 78530
09/16/2026
DATE

KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	BAL

TRUCK ROUTING PLAN

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
C4.7

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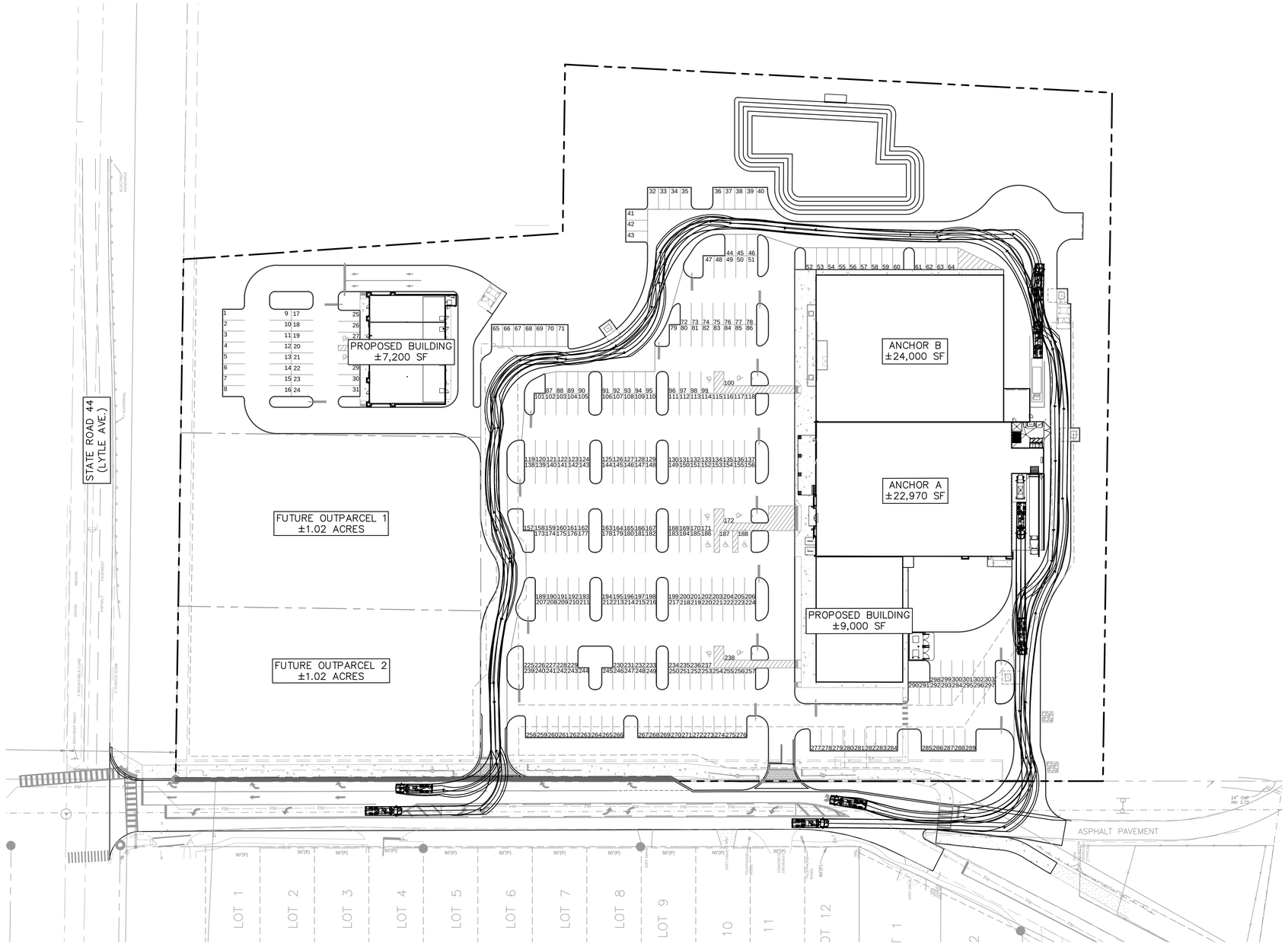
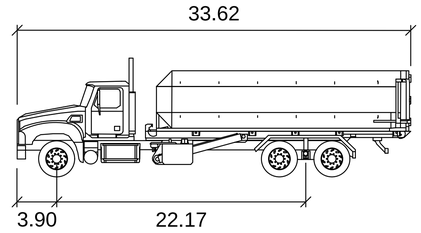


NORTH

GRAPHIC SCALE IN FEET
0 25 50 100



Accurate 30k Roll-Off

		feet
Width	:	8.17
Track	:	8.02
Lock to Lock Time	:	6.0
Steering Angle	:	32.7

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BRENT A. LENZEN
LICENSE NUMBER
PE 78530
STATE OF FLORIDA
09/16/2026
DATE

KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	BAL

TRUCK ROUTING PLAN

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
C4.8

Plotted By:Smith, Russell Sheet Set:SHOPS OF NEW SMYRNA BEACH Layout:C4.8 September 16, 2026 05:38:55pm K:\orl_civil\249631001-new smyrna beach sprouts\CADD\CONST\plansheets\C4.5-TRUCK TURNS.dwg
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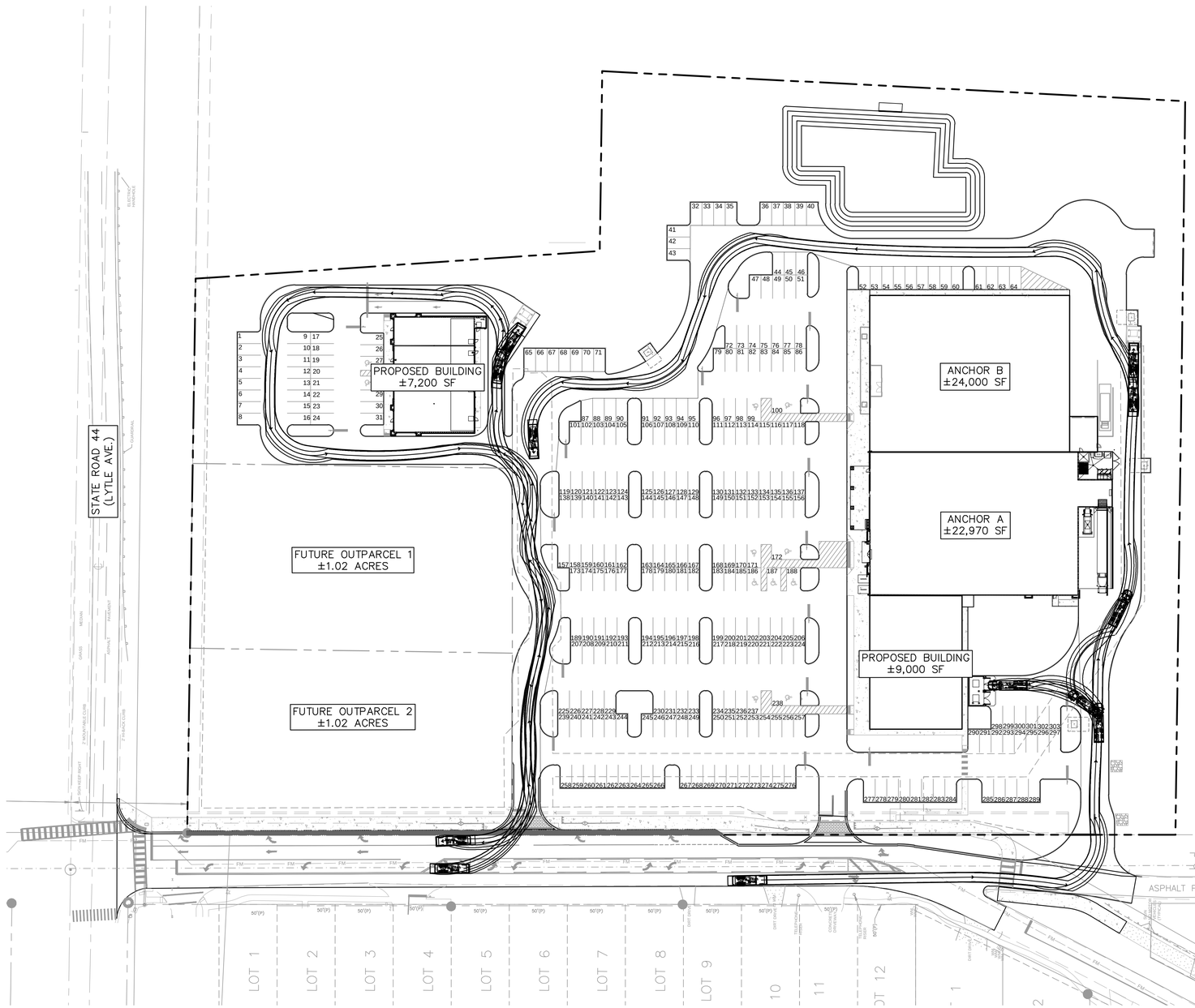

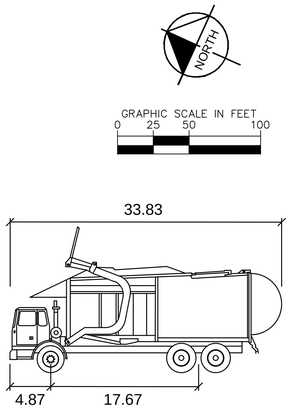

Wayne Titan

	feet
Width	: 8.46
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 45.0

GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

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PHONE: (407) 898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL BRENT A. LENZEN PE 78537 STATE OF FLORIDA
DATE: 09/10/2026

KHA PROJECT 249631001
DATE 09/10/2026
SCALE AS SHOWN
DESIGNED BY DRN
DRAWN BY DRN
CHECKED BY BAL

TRUCK ROUTING PLAN

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
C4.9

Plotted By:Smith, Russell Sheet Set:SHOPS OF NEW SMYRNA BEACH Layout:C4.9 September 16, 2026 05:39:00pm K:\orl_civil\249631001-new smyrna beach sprouts\CADD\CONST\plansheets\C4.5-TRUCK TURNS.dwg
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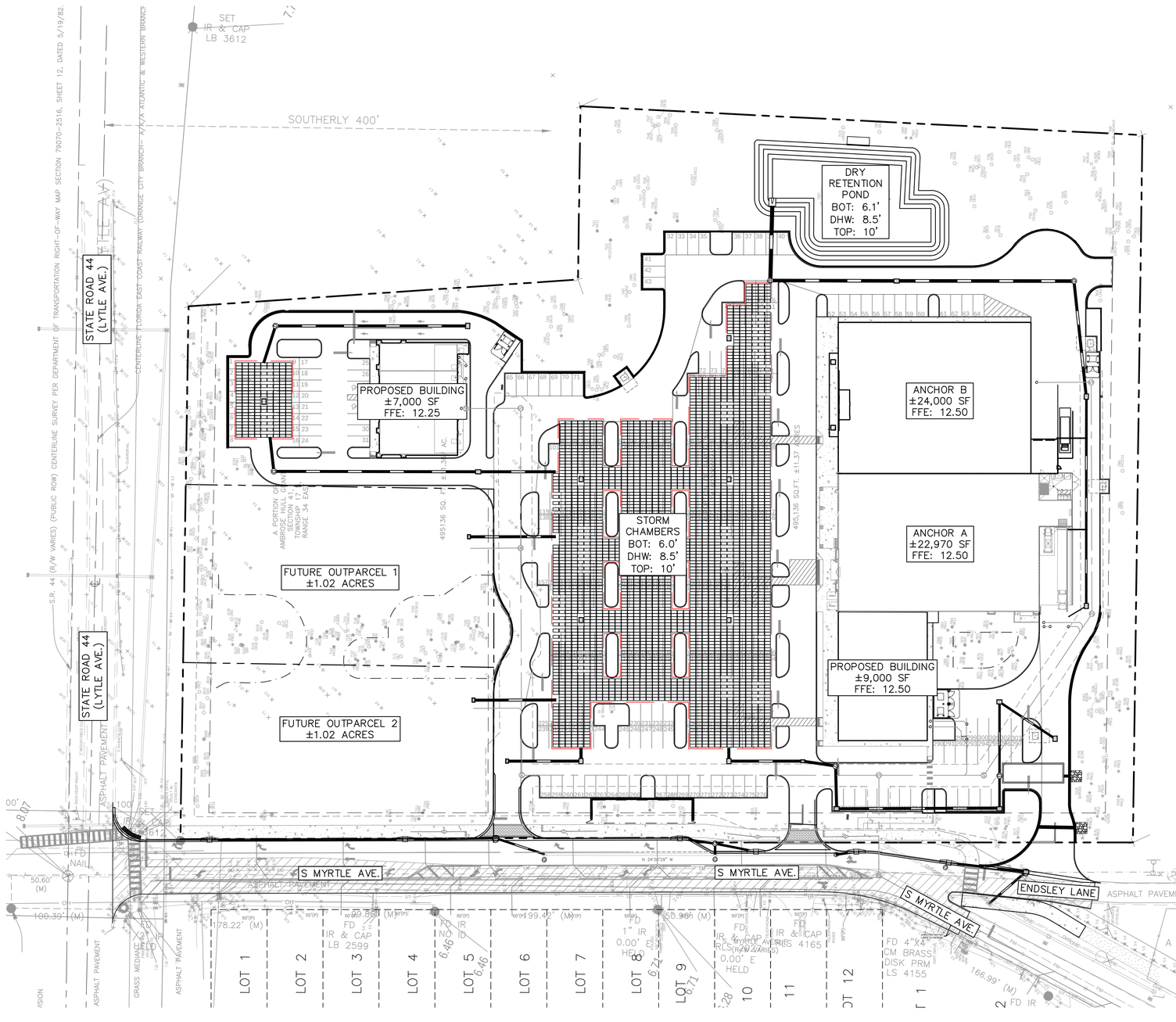
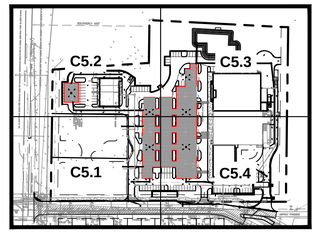


NOTES:

1. CURB RAMPS ALONG PUBLIC STREETS AND IN THE PUBLIC RIGHT-OF-WAY SHALL BE CONSTRUCTED BASED ON THE CITY STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS.
2. PRIVATE CURB RAMPS ON THE SITE (I.E. OUTSIDE PUBLIC STREET RIGHT-OF-WAY) SHALL CONFORM TO ADA STANDARDS AND SHALL HAVE A DETECTABLE WARNING SURFACE THAT IS FULL WIDTH AND FULL DEPTH OF THE CURB RAMP, NOT INCLUDING FLARES.
3. ALL ACCESSIBLE ROUTES, GENERAL SITE AND BUILDING ELEMENTS, RAMPS, CURB RAMPS, STRIPING, AND PAVEMENT MARKINGS SHALL CONFORM TO ADA STANDARDS FOR ACCESSIBLE DESIGN, LATEST EDITION.
4. BEFORE PLACING PAVEMENT, CONTRACTOR SHALL VERIFY THAT SUITABLE ACCESSIBLE PEDESTRIAN ROUTES (PER ADA AND FHA) EXIST TO AND FROM EVERY DOOR AND ALONG SIDEWALKS, ACCESSIBLE PARKING SPACES, ACCESS AISLES, AND ACCESSIBLE ROUTES. IN NO CASE SHALL AN ACCESSIBLE RAMP SLOPE EXCEED 1 VERTICAL TO 12 HORIZONTAL. IN NO CASE SHALL SIDEWALK CROSS SLOPE EXCEED 2.0 PERCENT. IN NO CASE SHALL LONGITUDINAL SIDEWALK SLOPE EXCEED 5.0 PERCENT. ACCESSIBLE PARKING SPACES AND ACCESS AISLES SHALL NOT EXCEED 2.0 PERCENT SLOPE IN ANY DIRECTION.
5. CONTRACTOR SHALL TAKE FIELD SLOPE MEASUREMENTS ON FINISHED SUBGRADE AND FORM BOARDS PRIOR TO PLACING PAVEMENT TO VERIFY THAT ADA SLOPE REQUIREMENTS ARE PROVIDED. CONTRACTOR SHALL CONTACT ENGINEER PRIOR TO PAVING IF ANY EXCESSIVE SLOPES ARE ENCOUNTERED. NO CONTRACTOR CHANGE ORDERS WILL BE ACCEPTED FOR ADA SLOPE COMPLIANCE ISSUES.
6. ALL PEDESTRIAN SIDEWALKS, PATHWAYS, AND CROSSWALKS SHALL BE CONSTRUCTED NOT TO EXCEED MA. 2.0% CROSS SLOPE, MAX. 5.0% RUNNING SLOPE.
7. ALL HANDICAP ACCESSIBLE PARKING SPACES SHALL BE CONSTRUCTED NOT TO EXCEED MAX. 2.0% CROSS SLOPE IN ALL DIRECTIONS.
8. PROPOSED GRADES TO MATCH EXISTING ELEVATIONS AT PROPERTY LINE.
9. CONTRACTOR TO FIELD VERIFY ELEVATIONS AT ALL EXISTING SIDEWALK AND ROAD CONNECTION POINTS WITH ENGINEER OF RECORD BEFORE CONSTRUCTION OF ANY IMPROVEMENTS.
10. FOR EROSION CONTROL NOTES REFER TO SHEET C2.0.
11. ALL DRAINAGE PIPES SHALL BE FILTER FABRIC WRAPPED PER FDOT STANDARD PLAN #430-001.
12. CONTRACTOR TO ENSURE ADEQUATE COVER REMAINS OVER ALL EXISTING UTILITIES.
13. CONTRACTOR TO VERIFY EXISTING COVER OVER ALL UTILITIES BEFORE START OF CONSTRUCTION AND TO COORDINATE WITH THE ENGINEER OF RECORD PRIOR TO START OF CONSTRUCTION IF DESIGN DOES NOT PROVIDE 36" COVER.
14. PROPOSED DRY RETENTION POND AND UNDERGROUND STORM CHAMBERS ARE PRIVATE AND MAINTAINED BY THE PROPERTY OWNER OR PROPERTY OWNER ASSOCIATION (POA) IN PERPETUITY, EVEN IF THE PROPERTY IS TRANSFERRED OR SOLD IN THE FUTURE.

GRAPHIC SCALE IN FEET
0 25 50 100

KEY MAP



LEGEND

- PROPERTY LINE (TYP.)
- SEGMENTAL RETAINING WALL
- 12 PROPOSED CONTOUR LINE
- LIMITS OF GRADING
- PROPOSED STORM PIPE
- PROPOSED STORM MANHOLE
- PROPOSED STORM INLET
- 12 EXISTING CONTOUR LINE
- EXISTING STORM PIPE
- EXISTING STORM MANHOLE
- EXISTING STORM INLET
- DIRECTION OF SURFACE RUNOFF
- XXX.XX / XXX.XX PROPOSED ELEV. TOP OF CURB / PROPOSED ELEV. BOT. OF CURB
- XXX.XX PROPOSED SPOT ELEV.
- T.G/B.G TOP OF GRADE / BOTTOM OF GRADE

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No.	REVISIONS	DATE	BY

Kimley»Horn

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200 S. ORANGE AVENUE, SUITE 600, ORLANDO, FL
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WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL BRENT A. LENZEN ENGINEER
LICENSE NUMBER 78537
STATE OF FLORIDA
BRENT A. LENZEN, PE
DATE 09/10/2026

KHA PROJECT	249631001
DATE	09/10/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	BAL

OVERALL PAVING, GRADING, & DRAINAGE PLAN

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
C5.0

Plotted By: Dean, John Steel Set:SHOPS OF NEW SMYRNA BEACH Layout:C5.0 September 16, 2026 09:27:24pm K:\orl_civil\249631001-new smyrna beach sp\civil\CADD\CONST\datasheets\C5.1-PG.dwg
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Plotted By: Dean, John Sheet Set: S:\OPS OF NEW SMYRNA BEACH\ Layout: C5.1 | September 16, 2026 06:27:36pm K:\crt_civil\249631001-new smyrna beach specub\CADD\CONST\plansheets\C5.1-PG.dwg
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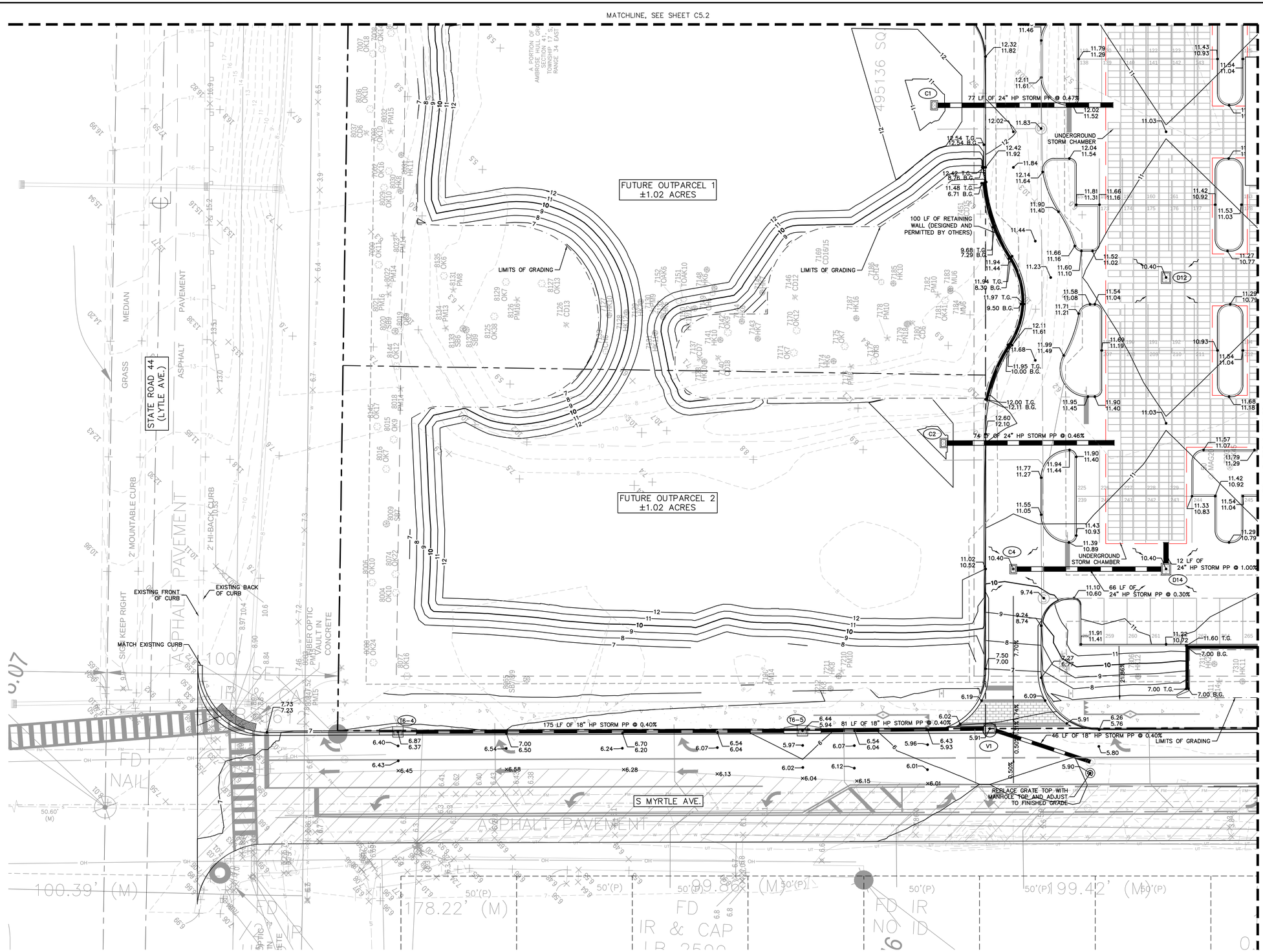
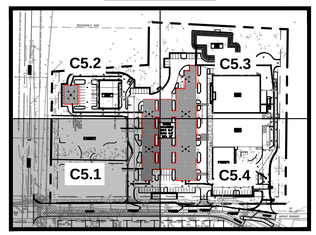


NOTES:
SEE SHEET C5.0 FOR NOTES.

GRAPHIC SCALE IN FEET
0 10 20 40

STORM STRUCTURE TABLE	
STRUCTURE NAME:	DETAILS:
C1	TYPE "C" INLET PER FDOT INDEX #425-052 TOP: 10.50 SE. INV OUT: 6.45 (24" HP STORM PP)
C2	TYPE "C" INLET PER FDOT INDEX #425-052 TOP: 10.50 SE. INV OUT: 6.43 (24" HP STORM PP)
C4	TYPE "C" INLET PER FDOT INDEX #425-052 TOP: 10.40 SE. INV OUT: 6.40 (24" HP STORM PP)
D12	TYPE "D" INLET PER FDOT INDEX #425-052 TOP: 10.40
D14	TYPE "D" INLET PER FDOT INDEX #425-052 TOP: 10.40 NW. INV IN: 6.20 (24" HP STORM PP) NE. INV OUT: 6.21 (24" HP STORM PP)
T6-4	TYPE "6" CURB INLET PER FDOT INDEX #425-021 TOP: 6.37 SE. INV OUT: 3.21 (18" HP STORM PP)
T6-5	TYPE "6" CURB INLET PER FDOT INDEX #425-021 TOP: 5.94 NW. INV IN: 2.51 (18" HP STORM PP) SE. INV OUT: 2.51 (18" HP STORM PP)
V1	GUTTER INLET TYPE 'V' PER FDOT INDEX 425-041 TOP: 5.91 NW. INV IN: 2.18 (18" HP STORM PP) S. INV OUT: 2.18 (18" HP STORM PP)

KEY MAP



LEGEND

- PROPERTY LINE (TYP.)
- SEGMENTAL RETAINING WALL
- 12 PROPOSED CONTOUR LINE
- LIMITS OF GRADING
- PROPOSED STORM PIPE
- D PROPOSED STORM MANHOLE
- PROPOSED STORM INLET
- 12 EXISTING CONTOUR LINE
- EXISTING STORM PIPE
- D EXISTING STORM MANHOLE
- EXISTING STORM INLET
- DIRECTION OF SURFACE RUNOFF
- XXX.XX PROPOSED ELEV. TOP OF CURB / XXX.XX PROPOSED ELEV. BOT. OF CURB
- XXX.XX PROPOSED SPOT ELEV.
- T.G/B.G TOP OF GRADE / BOTTOM OF GRADE

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No.	REVISIONS	DATE	BY

Kimley»Horn
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PHONE: (407) 898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL ENGINEER
BRENT A. LENZEN
LICENSE NUMBER 79537
STATE OF FLORIDA
PROFESSIONAL ENGINEER
DATE: 09/16/2026

KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	BAL

PAVING, GRADING & DRAINAGE PLAN

SHOPS OF NEW SMYRNA BEACH
NEW SMYRNA BEACH FL

SHEET NUMBER
C5.1

Plotted By:Dean, John Sheet Set:SHOPS OF NEW SMYRNA BEACH Layout:C5.2 September 16, 2026 06:27:56pm K:\orl_civil\249631001-new smyrna beach spouts\CADD\CONST\plansheets\C5_1-PG.dwg
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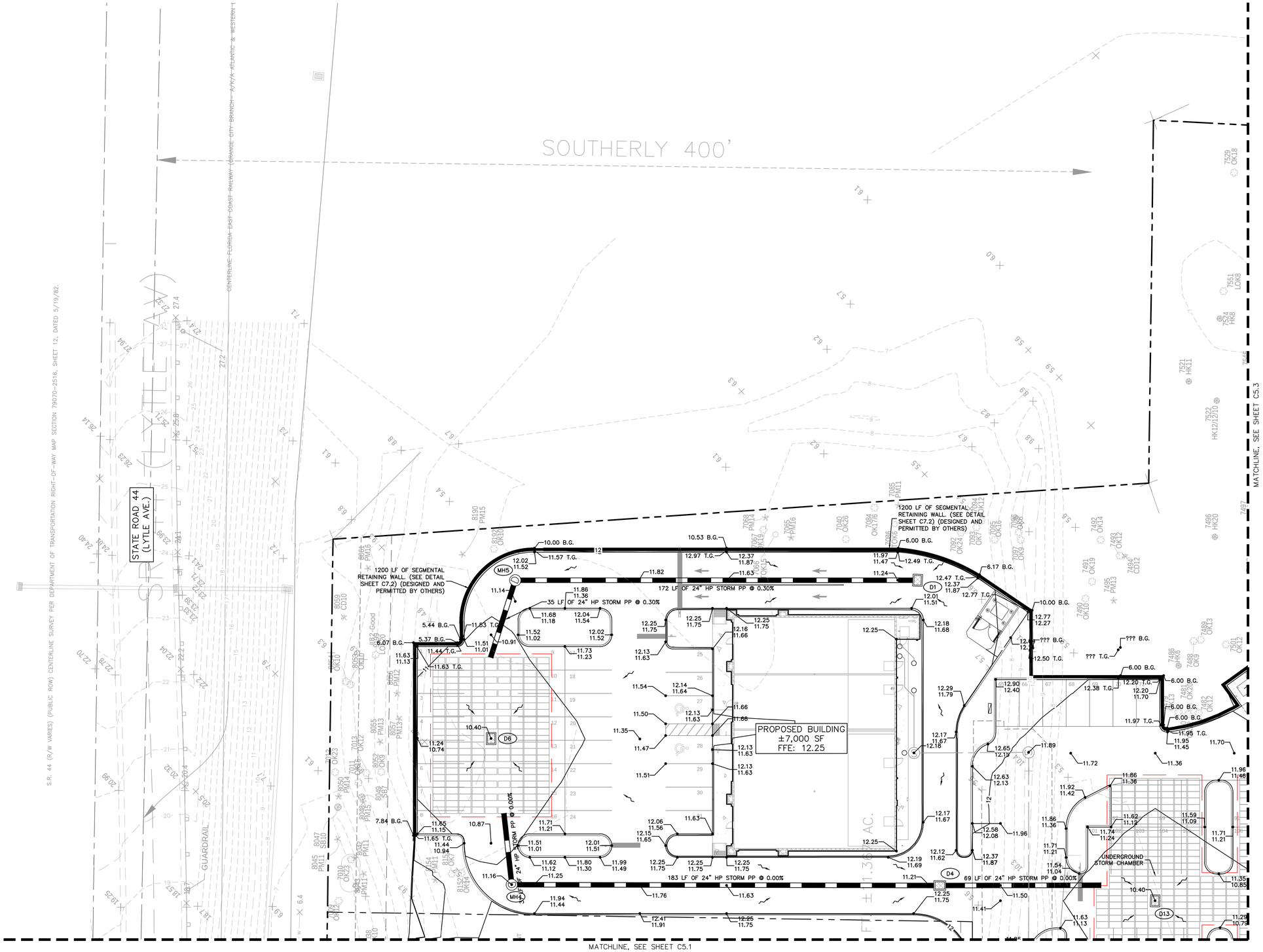
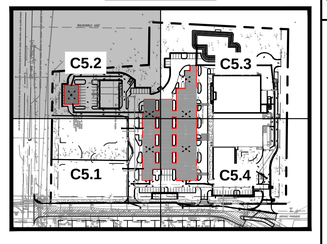


GRAPHIC SCALE IN FEET
0 10 20 40

NOTES:
SEE SHEET C5.0 FOR NOTES.

STORM STRUCTURE TABLE	
STRUCTURE NAME:	DETAILS:
D1	TYPE "D" INLET PER FDOT INDEX #425-052 TOP: 12.99 NW. INV OUT: 6.70 (24" HP STORM PP)
D4	TYPE "D" INLET PER FDOT INDEX #425-052 TOP: 11.18 NW. INV IN: 6.08 (24" HP STORM PP) SE. INV OUT: 6.08 (24" HP STORM PP)
D6	TYPE "D" INLET PER FDOT INDEX #425-052 TOP: 10.40
D13	TYPE "D" INLET PER FDOT INDEX #425-052 TOP: 10.40
MH4	MH TOP: 11.16 NE. INV IN: 6.08 (24" HP STORM PP) SE. INV OUT: 6.08 (24" HP STORM PP)
MH5	MH TOP: 11.24 SE. INV IN: 6.18 (24" HP STORM PP) W. INV OUT: 6.18 (24" HP STORM PP)

KEY MAP



LEGEND

- PROPERTY LINE (TYP.)
- SEGMENTAL RETAINING WALL
- 12 PROPOSED CONTOUR LINE
- LIMITS OF GRADING
- PROPOSED STORM PIPE
- D PROPOSED STORM MANHOLE
- PROPOSED STORM INLET
- 12 EXISTING CONTOUR LINE
- EXISTING STORM PIPE
- D EXISTING STORM MANHOLE
- EXISTING STORM INLET
- DIRECTION OF SURFACE RUNOFF
- XXX.XX / XXX.XX PROPOSED ELEV. TOP OF CURB / PROPOSED ELEV. BOT. OF CURB
- XXX.XX PROPOSED SPOT ELEV.
- T.G/B.G TOP OF GRADE / BOTTOM OF GRADE

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LICENSED PROFESSIONAL ENGINEER BRENT A. LENZEN PE 78537 STATE OF FLORIDA
09/16/2026

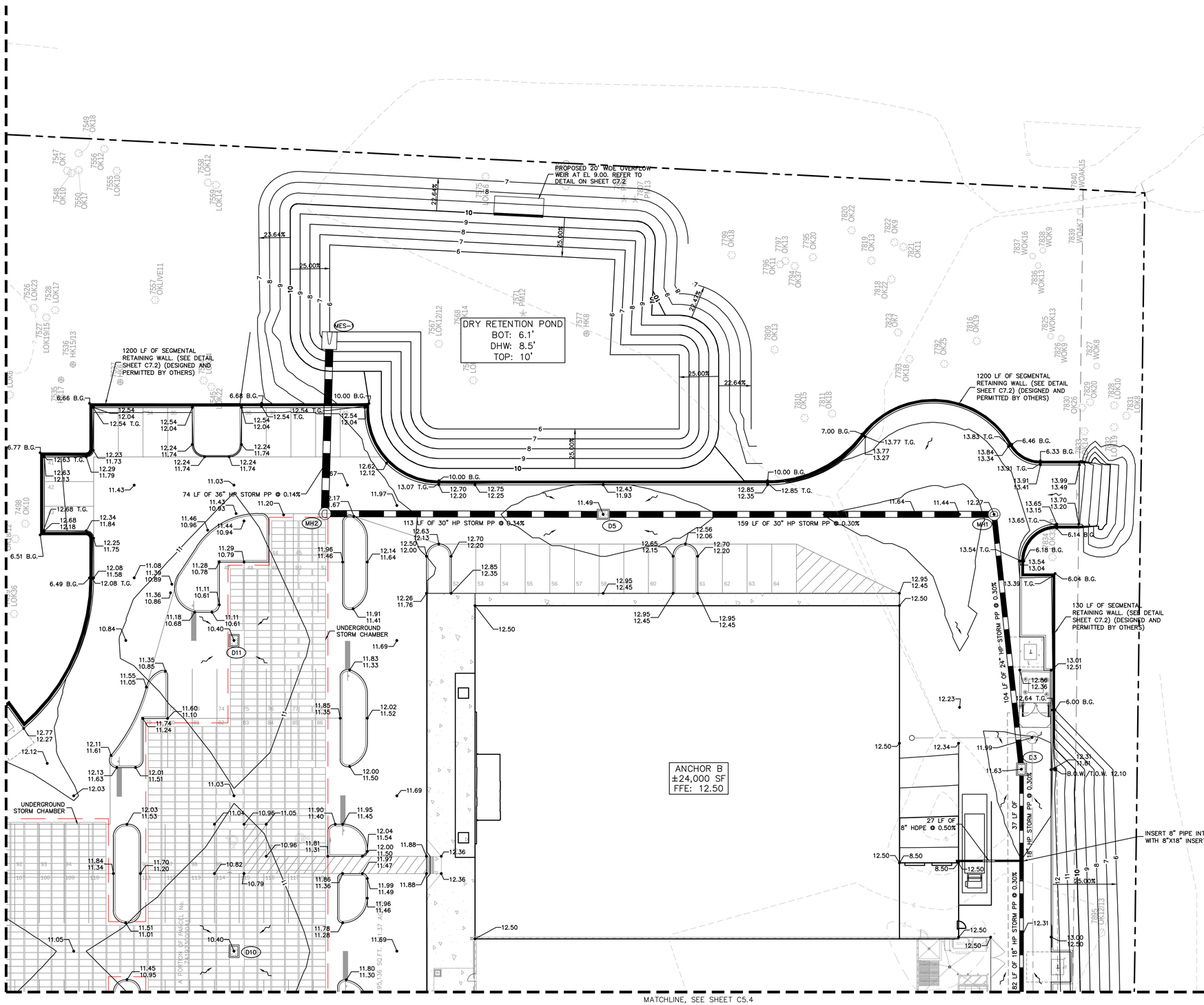
KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	BAL

PAVING, GRADING & DRAINAGE PLAN

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
C5.2

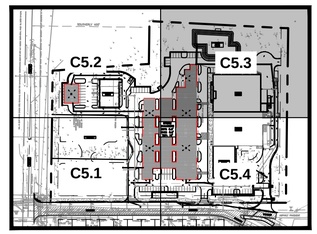


GRAPHIC SCALE IN FEET
0 10 20 40

NOTES:
SEE SHEET C5.0 FOR NOTES.

STORM STRUCTURE TABLE	
STRUCTURE NAME:	DETAILS:
D3	TYPE "D" INLET PER FDOT INDEX #425-052 TOP: 11.63 SW. INV IN: 7.49 (18" HP STORM PP) NE. INV OUT: 7.49 (24" HP STORM PP)
D5	TYPE "D" INLET PER FDOT INDEX #425-052 TOP: 11.49 SE. INV IN: 6.70 (30" HP STORM PP) NW. INV OUT: 6.70 (30" HP STORM PP)
D10	TYPE "D" INLET PER FDOT INDEX #425-052 TOP: 10.40
D11	TYPE "D" INLET PER FDOT INDEX #425-052 TOP: 10.40
MH1	MH TOP: 12.27 SW. INV IN: 7.18 (24" HP STORM PP) NW. INV OUT: 7.18 (30" HP STORM PP)
MH2	MH TOP: 11.46 SE. INV IN: 6.32 (30" HP STORM PP) NE. INV IN: 6.00 (36" HP STORM PP)

KEY MAP



LEGEND

- PROPERTY LINE (TYP.)
- SEGMENTAL RETAINING WALL
- 12 PROPOSED CONTOUR LINE
- LIMITS OF GRADING
- PROPOSED STORM PIPE
- D PROPOSED STORM MANHOLE
- PROPOSED STORM INLET
- 12 EXISTING CONTOUR LINE
- EXISTING STORM PIPE
- D EXISTING STORM MANHOLE
- EXISTING STORM INLET
- DIRECTION OF SURFACE RUNOFF
- XXX.XX / XXX.XX PROPOSED ELEV. TOP OF CURB / PROPOSED ELEV. BOT. OF CURB
- XXX.XX PROPOSED SPOT ELEV.
- T.G/B.G TOP OF GRADE / BOTTOM OF GRADE

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LICENSED PROFESSIONAL ENGINEER
BRENT A. LENZEN, PE
LICENSE NUMBER 78537
STATE OF FLORIDA
PROFESSIONAL ENGINEER
DATE: 03/16/2026

KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	BAL

PAVING, GRADING & DRAINAGE PLAN

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
C5.3

Plotted By:Dean, John Sheet Set:SHOPS OF NEW SMYRNA BEACH Layout:C5.3 September 16, 2026 08:28:03pm K:\orl_civil\249631001-new smyrna beach sprouts\CADD\CONST\plansheets\C5.1-PG.dwg
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MATCHLINE, SEE SHEET C5.3

STORM CHAMBERS
BOT: 6.0'
DHW: 8.5'
TOP: 10'

ANCHOR A
±22,970 SF
FFE: 12.50

PROPOSED BUILDING
±9,000 SF
FFE: 12.50

UNDERGROUND STORM CHAMBER

UNDERGROUND STORM CHAMBER

LIMITS OF GRADING

120 LF OF SEGMENTAL RETAINING WALL. (SEE DETAIL SHEET C7.2) (DESIGNED AND PERMITTED BY OTHERS)

215 LF OF SEGMENTAL RETAINING WALL. (SEE DETAIL SHEET C7.2) (DESIGNED AND PERMITTED BY OTHERS)

220 LF OF SEGMENTAL RETAINING WALL. (SEE DETAIL SHEET C7.2) (DESIGNED AND PERMITTED BY OTHERS)

16 LF OF 8" HDPE @ 1.00%

18 LF OF 4" HDPE @ 1.00%

68 LF OF 18" HP STORM PP @ 0.30%

30 LF OF 24" HP STORM PP @ 0.30%

12 LF OF 24" HP STORM PP @ 0.30%

66 LF OF 24" HP STORM PP @ 0.30%

39 LF OF 24" HP STORM PP @ 0.30%

145 LF OF 24" RCP @ 0.30%

29 LF OF 18" HP STORM PP @ 0.30%

3 LF OF 24" HP STORM PP @ 0.00%

33 LF OF 30" HP STORM PP @ 4.56%

32 LF OF 18" HP STORM PP @ 0.44%

37 LF OF 18" HP STORM PP @ 0.44%

10 LF OF 18" HP STORM PP @ 0.50%

18 LF OF 18" HP STORM PP @ 0.40%

69 LF OF 18" HP STORM PP @ 0.40%

47 LF OF 18" HP STORM PP @ 0.40%

6" B.O.W. 11.0'W. 12.81

6.56 B.G.

CULVERT ENTRANCE @ INV = 3.00'

CULVERT EXIT @ INV = 2.30 10'X10' RUBBLE RIP RAP PLACED ON TYPE D-2 GEOTEXTILE FABRIC. USE 8"-15" DIAMETER ROCK, GROUTED IN PLACE

10'X10' RUBBLE RIP RAP PLACED ON TYPE D-2 GEOTEXTILE FABRIC. USE 8"-15" DIAMETER ROCK, GROUTED IN PLACE 24" HDPE @ 0.00%

25.00%

REPLACE GRATE TOP WITH MANHOLE TOP AND ADJUST TO FINISHED GRADE

REPLACE GRATE TOP WITH MANHOLE TOP AND ADJUST TO FINISHED GRADE

REPLACE GRATE TOP WITH MANHOLE TOP AND ADJUST TO FINISHED GRADE

S MYRTLE AVE.

ENDSLEY LANE

ASPHALT PAVEMENT

EXISTING WATER LINES TO REMAIN

NO MOTOR VEHICLES (TYPICAL)

N 24°30'29" W

NORTH

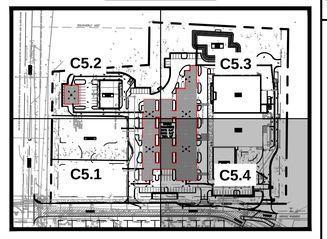
GRAPHIC SCALE IN FEET
0 10 20 40

NOTES:
SEE SHEET C5.0 FOR NOTES.

STORM STRUCTURE TABLE	
STRUCTURE NAME:	DETAILS:
C3	TYPE "C" INLET PER FDOT INDEX #425-052 TOP: 10.80 S. INV IN: 6.32 (24" HP STORM PP) NW. INV OUT: 6.32 (24" HP STORM PP)
CS-1	TYPE "J" MANHOLE PER FDOT INDEX #425-010 TOP: 10.82 SE. INV IN: 5.45 (24" HP STORM PP) NE. INV IN: 7.05 (18" HP STORM PP) SW. INV OUT: 7.05 (18" HP STORM PP)
D2	TYPE "D" INLET PER FDOT INDEX #425-052 TOP: 12.10 NW. INV IN: 8.90 (4" HDPE) NE. INV OUT: 8.05 (18" HP STORM PP)
D7	TYPE "D" INLET PER FDOT INDEX #425-052 TOP: 11.09 N. INV OUT: 7.43 (18" HP STORM PP)
D8	TYPE "D" INLET PER FDOT INDEX #425-052 TOP: 10.40 SE. INV IN: 6.12 (24" HP STORM PP) NE. INV OUT: 6.12 (24" HP STORM PP)
D9	TYPE "D" INLET PER FDOT INDEX #425-052 TOP: 10.40
D15	TYPE "D" INLET PER FDOT INDEX #425-052 TOP: 10.71 NE. INV IN: 6.96 (18" HP STORM PP) NW. INV OUT: 6.96 (24" RCP)
D16	TYPE "D" INLET PER FDOT INDEX #425-052 TOP: 10.28 SE. INV IN: 6.53 (24" RCP) NE. INV OUT: 6.53 (24" HP STORM PP) NW. INV OUT: 6.53 (24" HP STORM PP)

STORM STRUCTURE TABLE	
STRUCTURE NAME:	DETAILS:
D17	TYPE "D" INLET PER FDOT INDEX #425-052 TOP: 11.52 S. INV IN: 7.25 (18" HP STORM PP) SW. INV OUT: 7.25 (18" HP STORM PP)
MH3	TYPE "P7" MANHOLE PER FDOT INDEX #425-010 TOP: 6.50 S. INV IN: 2.13 (18" HP STORM PP) N. INV OUT: 2.13 (18" HP STORM PP) SW. INV OUT: 2.03 (18" HP STORM PP)
MH8	MH TOP: 10.71 SW. INV IN: 6.41 (24" HP STORM PP) N. INV OUT: 6.41 (24" HP STORM PP)
T6-1	TYPE "6" CURB INLET PER FDOT INDEX #425-021 TOP: 5.89 S. INV IN: 1.99 (18" HP STORM PP)
T6-2	TYPE "6" CURB INLET PER FDOT INDEX #425-021 TOP: 5.83 N. INV OUT: 2.30 (18" HP STORM PP)
T6-3	TYPE "6" CURB INLET PER FDOT INDEX #425-021 TOP: 5.46 NW. INV OUT: 2.32 (18" HP STORM PP)
T6-6	TYPE "6" CURB INLET PER FDOT INDEX #425-021 TOP: 5.46 S. INV OUT: 2.32 (18" HP STORM PP)
V2	GUTTER INLET TYPE 'V' PER FDOT INDEX 425-041 TOP: 5.77 N. INV IN: 2.04 (18" HP STORM PP) NW. INV OUT: 2.04 (18" HP STORM PP)

KEY MAP



LEGEND

- PROPERTY LINE (TYP.)
- SEGMENTAL RETAINING WALL
- 12 PROPOSED CONTOUR LINE
- LIMITS OF GRADING
- PROPOSED STORM PIPE
- D PROPOSED STORM MANHOLE
- PROPOSED STORM INLET
- 12 EXISTING CONTOUR LINE
- EXISTING STORM PIPE
- D EXISTING STORM MANHOLE
- EXISTING STORM INLET
- DIRECTION OF SURFACE RUNOFF
- XXX.XX / XXX.XX PROPOSED ELEV. TOP OF CURB / PROPOSED ELEV. BOT. OF CURB
- XXX.XX PROPOSED SPOT ELEV.
- T.G/B.G TOP OF GRADE / BOTTOM OF GRADE

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No.	REVISIONS	DATE	BY

Kimley»Horn

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LICENSED PROFESSIONAL ENGINEER
BRENT A. LENZEN, PE
LICENSE NUMBER 70537
STATE OF FLORIDA
09/16/2026
DATE:

KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	BAL

PAVING, GRADING & DRAINAGE PLAN

SHOPS OF NEW SMYRNA BEACH
NEW SMYRNA BEACH FL

SHEET NUMBER
C5.4

Plotted By: Dash, John Sheet Set: SHOPS OF NEW SMYRNA BEACH Layout: C5.4 September 16, 2026 06:28:17pm K:\orl_civil\249631001-new smyrna beach sprouts\CADD\CONST\plansheets\C5.1-PG.dwg
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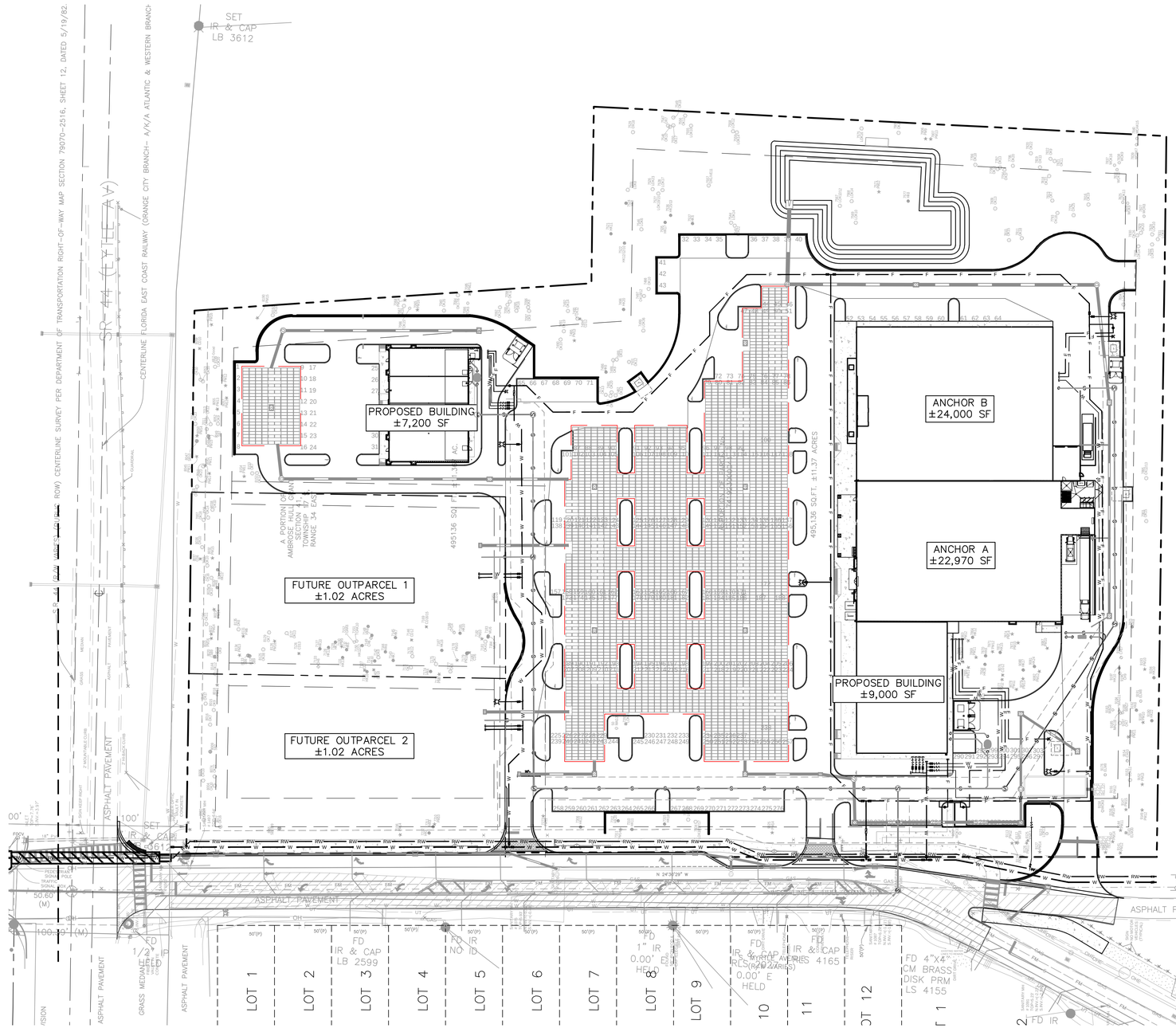
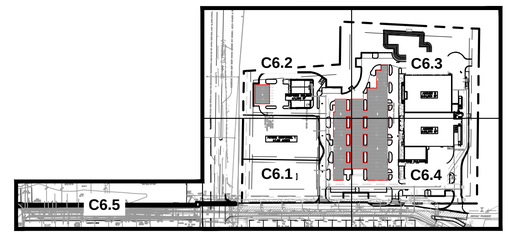


GRAPHIC SCALE IN FEET
0 25 50 100

UTILITY NOTES:

1. CONTRACTOR TO VERIFY LOCATION OF EXISTING UTILITIES FOR CONSISTENCY WITH THE CONSTRUCTION PLANS. IF A CONSIDERABLE DISCREPANCY IS FOUND, CONTACT OWNER/ENGINEER PRIOR TO ANY PROPOSED CONSTRUCTION.
2. ALL PRIVATE FIRE SERVICE MAINS LOCATED DOWNSTREAM OF THE POINT OF SERVICE SHALL BE INSTALLED BY A QUALIFIED AND LICENSED CONTRACTOR. CONSTRUCTION AND MATERIALS SHALL COMPLY WITH ALL APPLICABLE FIRE CODES. CONTRACTOR TO VERIFY REQUIREMENTS BEFORE START OF CONSTRUCTION.
3. ALL ONSITE UTILITIES NOT LABELED AS PUBLIC AND NOT WITHIN A DEDICATED EASEMENT SHALL BE PRIVATELY OWNED AND MAINTAINED.
4. MAINTAIN A MINIMUM OF 3–FT OF COVER OVER ALL PROPOSED WATER AND WASTEWATER LINES.
5. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH NSBU STANDARD CONSTRUCTION DETAILS, LATEST VERSION, UNLESS OTHERWISE SPECIFICALLY APPROVED.
6. REFER TO PLUMBING & ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION REGARDING BUILDING UTILITIES AND REQUIRED CONDUITS/SLEEVES.
7. CONTRACTOR TO COORDINATE COMMUNICATION BOX LOCATIONS AND SERVICE LINES WITH SERVICE PROVIDER AND OWNER.
8. FIRE PROTECTION WATER SUPPLY TO BE AVAILABLE PRIOR TO AND DURING CONSTRUCTION.
9. REFER TO THE DRY UTILITY PLAN BY DEVELOPER FOR ELECTRIC AND TELEPHONE CONDUIT ROUTING.
10. FIRE LINES SHALL EXTEND TO ONE (1) FOOT ABOVE THE FINISHED FLOOR.
11. CONTRACTOR SHALL SCHEDULE A NSBU REPRESENTATIVE TO BE PRESENT TO OBSERVE PIGGING OF WATER LINES.

KEY MAP



LEGEND

- PROPERTY LINE (TYP.)
- PROPOSED SANITARY SEWER LINE
- PROPOSED WATER LINE
- PROPOSED FIRE LINE
- PROPOSED RECLAIMED WATER LINE
- PROPOSED FIRE HYDRANT
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER LINE
- EXISTING FORCE MAIN
- EXISTING WATER LINE
- EXISTING RECLAIM WATER LINE
- EXISTING STORM PIPE
- EXISTING GAS LINE
- EXISTING OVERHEAD ELECTRIC
- EXISTING UNDERGROUND ELECTRIC
- EXISTING UNDERGROUND COMMUNICATION
- EXISTING UNIDENTIFIED UTILITY
- EXISTING STORM MANHOLE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING FIRE HYDRANT

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Kimley»Horn

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PHONE: (407) 898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL ENGINEER
BRENT A. LENZEN
LICENSE NUMBER 78537
STATE OF FLORIDA
PROFESSIONAL ENGINEER
DATE: 09/16/2026

KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	BAL

OVERALL UTILITY PLAN

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
C6.0

Plotted By:Smith, Russell Sheet Set:SHOPS OF NEW SMYRNA BEACH Layout:C6.0 September 16, 2026 09:06:44pm K:\orl_civil\249631001-new smyrna beach sprouts\CADD\CONST\[datasheets\C6.1-UTIL.dwg
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MATCHLINE, SEE SHEET C6.2

MATCHLINE, SEE SHEET C6.4

A PORTION OF AMBROSE HULL GRANT SECTION 41, TOWNSHIP 17 RANGE 34 EAST

FUTURE OUTPARCEL 1
±1.02 ACRES

FUTURE OUTPARCEL 2
±1.02 ACRES

STATE ROAD 44
(LYTLE AVE.)

S MYRTLE AVE.

GRASS MEDIAN ASPHALT PAVEMENT

2' MOUNTABLE CURB

2' HI-BACK CURB

SIGN KEEP RIGHT

12' WIDE GENERAL UTILITY EASEMENT DEDICATED TO OF NEW SMYRNA BEACH UTILITIES

12' MECHANICAL JOINT TEE W/ 12" GATE VALVE. CONTRACTOR TO FIELD LOCATE EXACT LOCATION OF EXISTING 12" WATER MAIN PRIOR TO CONSTRUCTION. COORDINATE LINE ISOLATION WITH NSBU

8" DR11 HDPE RECLAIMED WATER MAIN

DIRECTIONAL DRILL 130' OF 8" DR11 HDPE RECLAIMED WATER MAIN ACROSS SR44

8" GATE VALVE

8" 45° BEND

DIRECTIONAL DRILL STAGING AREA AND DRILL PIT

EXISTING HYDRANT

PUBLIC 8" PVC RECLAIMED WATER MAIN EXTENSION

PUBLIC 12" PVC POTABLE WATER MAIN EXTENSION

12'-20' WIDE GENERAL UTILITY/TRAIL EASEMENT DEDICATED TO NEW SMYRNA BEACH UTILITIES

6" SDR 26 SANITARY STUB-OUT FOR FUTURE OUTPARCEL INV = 4.94

6" POTABLE WATER STUBOUT FOR FUTURE OUTPARCEL

6" FIRELINE STUBOUT FOR FUTURE OUTPARCEL

6" SDR 26 SANITARY STUB-OUT FOR FUTURE OUTPARCEL INV = 3.19

6" FIRELINE STUBOUT FOR FUTURE OUTPARCEL

6" POTABLE WATER STUBOUT FOR FUTURE OUTPARCEL

8" 45° BENDS

20'-42' WIDE GENERAL UTILITY EASEMENT DEDICATED TO NEW SMYRNA BEACH UTILITIES

8" PVC PUBLIC POTABLE WATER MAIN

PUBLIC FIRE HYDRANT ASSEMBLY

145 LF OF 8" PVC @ 0.40%

UNDERGROUND STORM CHAMBER

8"X6" TEE W/ 6" GATE VALVE

12" X 8" TEE W/ 8" GATE VALVE

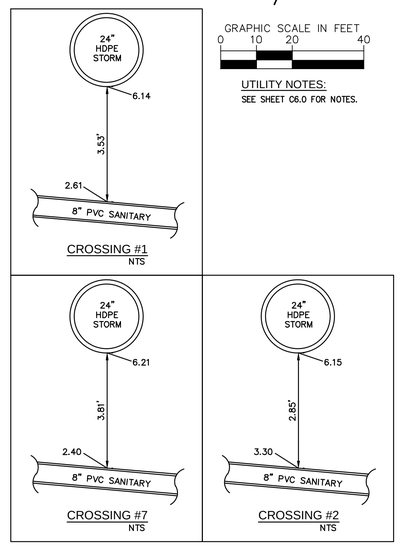
12" GATE VALVE

CROSSING #1
STORM PIPE BOT = 6.14'
SEWER PIPE TOP = 2.61'
CLEARANCE = 3.53'
FINAL GRADE = 11.81'

CROSSING #2
STORM PIPE BOT = 6.15'
SEWER PIPE TOP = 3.30'
CLEARANCE = 2.85'
FINAL GRADE = 11.79'

CROSSING #7
STORM PIPE BOT = 6.21'
SEWER PIPE TOP = 2.40'
CLEARANCE = 3.81'
FINAL GRADE = 10.53'

20' WIDE GENERAL UTILITY EASEMENT DEDICATED TO NEW SMYRNA BEACH UTILITIES



GRAPHIC SCALE IN FEET
0 10 20 40

UTILITY NOTES:
SEE SHEET C6.0 FOR NOTES.

SANITARY SEWER STRUCTURE TABLE	
STRUCTURE NAME:	DETAILS:
S-2	CONCENTRIC CYLINDRICAL STRUCTURE TOP: 5.18 NE. INV IN: 1.66 (8" PVC) SE. INV OUT: 1.56 (8" PVC)
S-3	CONCENTRIC CYLINDRICAL STRUCTURE TOP: 11.66 NE. INV IN: 2.57 (8" PVC) NW. INV IN: 4.50 (6" PVC) SW. INV OUT: 2.47 (8" PVC)

LEGEND

- PROPERTY LINE (TYP.)
- PROPOSED SANITARY SEWER LINE
- PROPOSED WATER LINE
- PROPOSED FIRE LINE
- PROPOSED RECLAIMED WATER LINE
- PROPOSED FIRE HYDRANT
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER LINE
- EXISTING FORCE MAIN
- EXISTING WATER LINE
- EXISTING RECLAIM WATER LINE
- EXISTING STORM PIPE
- EXISTING GAS LINE
- EXISTING OVERHEAD ELECTRIC
- EXISTING UNDERGROUND ELECTRIC
- EXISTING UNDERGROUND COMMUNICATION
- EXISTING UNIDENTIFIED UTILITY
- EXISTING STORM MANHOLE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING FIRE HYDRANT

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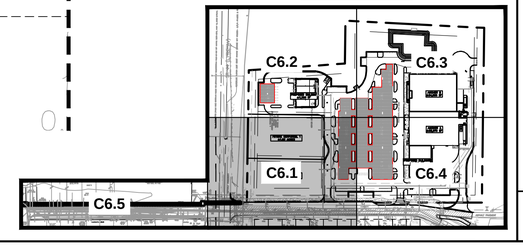
KEY MAP



No.	REVISIONS	DATE	BY

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LICENSED PROFESSIONAL ENGINEER
BRENT A. LENZEN, PE
LICENSE NUMBER 78537
STATE OF FLORIDA
09/16/2026

KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	BAL

UTILITY PLAN

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
C6.1

Plotted By:Smith, Russell Sheet Set:SHOPS OF NEW SMYRNA BEACH | Layout:C6.1 | September 16, 2026 08:06:52pm K:\orl_civil\249631001-new smyrna beach sprouts\CADD\CONST\plansheets\C6.1-UTIL.dwg
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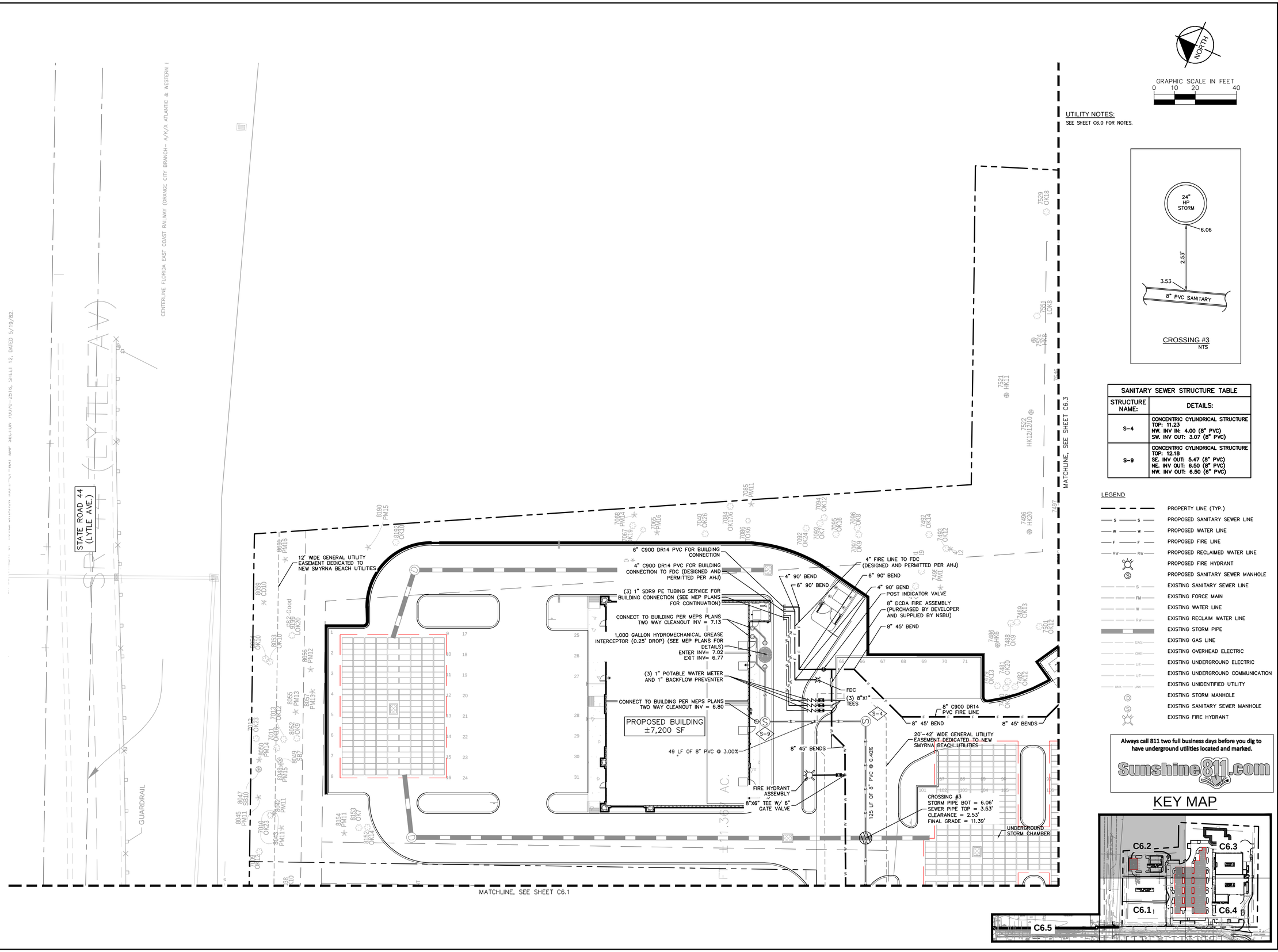

GRAPHIC SCALE IN FEET
0 10 20 40

NORTH

UTILITY NOTES:
SEE SHEET C6.0 FOR NOTES.

CROSSING #3
NTS

SANITARY SEWER STRUCTURE TABLE	
STRUCTURE NAME:	DETAILS:
S–4	CONCENTRIC CYLINDRICAL STRUCTURE TOP: 11.23 NW. INV IN: 4.00 (8" PVC) SW. INV OUT: 3.07 (8" PVC)
S–9	CONCENTRIC CYLINDRICAL STRUCTURE TOP: 12.18 SE. INV OUT: 5.47 (8" PVC) NE. INV OUT: 6.50 (8" PVC) NW. INV OUT: 6.50 (6" PVC)

LEGEND

- PROPERTY LINE (TYP.)
- PROPOSED SANITARY SEWER LINE
- PROPOSED WATER LINE
- PROPOSED FIRE LINE
- PROPOSED RECLAIMED WATER LINE
- PROPOSED FIRE HYDRANT
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER LINE
- EXISTING FORCE MAIN
- EXISTING WATER LINE
- EXISTING RECLAIM WATER LINE
- EXISTING STORM PIPE
- EXISTING GAS LINE
- EXISTING OVERHEAD ELECTRIC
- EXISTING UNDERGROUND ELECTRIC
- EXISTING UNDERGROUND COMMUNICATION
- EXISTING UNIDENTIFIED UTILITY
- EXISTING STORM MANHOLE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING FIRE HYDRANT

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KEY MAP

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No.	REVISIONS	DATE	BY

LICENSED PROFESSIONAL BRENT A. LENZEN
STATE OF FLORIDA
BRENT A. LENZEN, PE
LICENSE NUMBER 78537
DATE 09/16/2026

KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	BAL

UTILITY PLAN

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
C6.2

Plotted By:Smith, Russell Sheet Set:SHOPS OF NEW SMYRNA BEACH Layout:C6.3 September 16, 2026 08:07:06pm K:\orl_civil\249631001-new smyrna beach sprouts\CADD\CONST\plansheets\C6.1-UTIL.dwg
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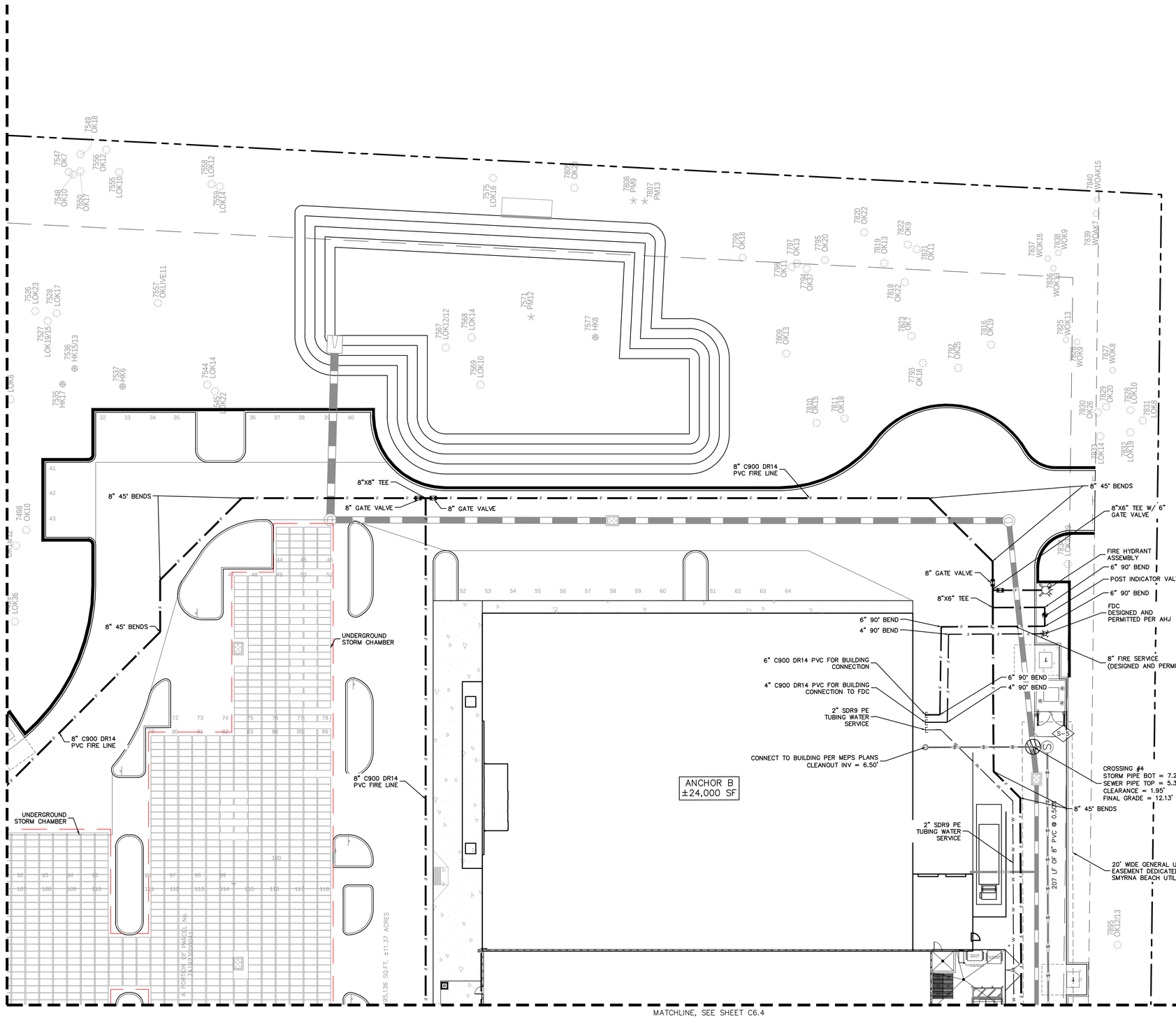
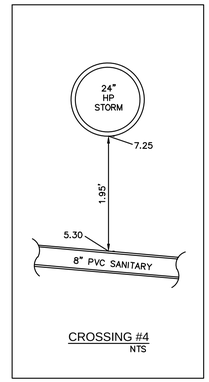


GRAPHIC SCALE IN FEET
0 10 20 40

NORTH

UTILITY NOTES:
SEE SHEET C6.0 FOR NOTES.



CROSSING #4
NTS

SANITARY SEWER STRUCTURE TABLE	
STRUCTURE NAME:	DETAILS:
S-5	CONCENTRIC CYLINDRICAL STRUCTURE TOP: 11.99 NW. INV IN: 4.46 (6" PVC) SW. INV OUT: 4.36 (8" PVC)

LEGEND

	PROPERTY LINE (TYP.)
S S	PROPOSED SANITARY SEWER LINE
W W	PROPOSED WATER LINE
F F	PROPOSED FIRE LINE
RW RW	PROPOSED RECLAIMED WATER LINE
	PROPOSED FIRE HYDRANT
	PROPOSED SANITARY SEWER MANHOLE
S	EXISTING SANITARY SEWER LINE
FM	EXISTING FORCE MAIN
W	EXISTING WATER LINE
RW	EXISTING RECLAIM WATER LINE
	EXISTING STORM PIPE
GAS	EXISTING GAS LINE
OHE	EXISTING OVERHEAD ELECTRIC
UE	EXISTING UNDERGROUND ELECTRIC
UT	EXISTING UNDERGROUND COMMUNICATION
UNK	EXISTING UNIDENTIFIED UTILITY
D	EXISTING STORM MANHOLE
S	EXISTING SANITARY SEWER MANHOLE
	EXISTING FIRE HYDRANT

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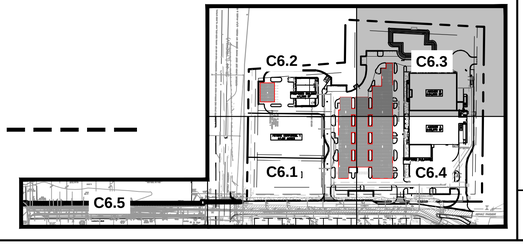
KEY MAP



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LICENSED PROFESSIONAL ENGINEER BRENT A. LENZEN, PE LICENSE NUMBER 78532 STATE OF FLORIDA 09/16/2026

KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	BAL

UTILITY PLAN

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
C6.3

Plotted By:Smith, Russell Sheet Set:SHOPS OF NEW SMYRNA BEACH Layout:C6.4 September 18, 2026 08:07:13pm K:\orl-civil\249631001-new smyrna beach spouts\CADD\CONST\plansheets\C6.1-UTIL.dwg
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MATCHLINE, SEE SHEET C6.1

MATCHLINE, SEE SHEET C6.3

ANCHOR A
±22,970 SF

FIRE HYDRANT ASSEMBLY

8" GATE VALVE

6" GATE VALVE

8"X6" TEE

8" C900 DR14 PVC FIRE LINE

UNDERGROUND STORM CHAMBER

20' WIDE GENERAL UTILITY EASEMENT DEDICATED TO NEW SMYRNA BEACH UTILITIES

319 LF OF 8" PVC @ 0.40%

2" SDR9 PE TUBING SERVICE

207 LF OF 8" PVC @ 0.50%

250 GALLON HYDROMECHANICAL GREASE INTERCEPTOR (0.25' DROP) (SEE MEP PLANS FOR DETAILS)
ENTER INV= XXXX
EXIT INV= XXXX

CONNECT TO BUILDING PER MEPS PLANS
TWO WAY TRAFFIC BEARING CLEANOUT INV = 121.6'

2" SDR9 PE TUBING SERVICE FOR BUILDING CONNECTION (SEE MEP PLANS FOR CONTINUATION)

6" C900 DR14 PVC FOR BUILDING CONNECTION

4" C900 DR14 PVC FOR BUILDING CONNECTION

1.5" SDR9 PE TUBING SERVICE FOR BUILDING CONNECTION (SEE MEP PLANS FOR CONTINUATION)

16 LF OF 8" PVC @ 0.30%

SAMPLING STATION LOCATION (SEE MEP PLANS FOR DETAILS)

1.5" SDR9 PE TUBING WATER SERVICE

2" SDR9 PE TUBING WATER SERVICE

8" 22.5° BENDS

4" 90° BEND

6" 90° BEND

4" 90° BEND

6" 90° BEND

1,000 GALLON HYDROMECHANICAL GREASE INTERCEPTOR (0.25' DROP) (SEE MEP PLANS FOR DETAILS)
ENTER INV= 2.39
EXIT INV= 2.14

SAMPLING STATION LOCATION (SEE MEP PLANS FOR DETAILS)

20' WIDE GENERAL UTILITY EASEMENT DEDICATED TO NEW SMYRNA BEACH UTILITIES

CROSSING #9
STORM PIPE BOT = 7.76'
SEWER PIPE TOP = 2.20'
CLEARANCE = 5.57'
FINAL GRADE = 11.43'

154 LF OF 8" PVC @ 0.30%

CONNECT TO BUILDING PER MEPS PLANS
TWO WAY TRAFFIC BEARING CLEANOUT INV = 2.62'

CONNECT TO BUILDING PER MEPS PLANS
TWO WAY TRAFFIC BEARING CLEANOUT INV = 2.23'

2" POTABLE WATER METER AND 2" BACKFLOW PREVENTER

1.5" POTABLE WATER METER AND 1.5" BACKFLOW PREVENTER

8" X 1.5" GATE VALVE

(4) 1" SDR9 PE TUBING WATER SERVICE

FDC

4" 90° BEND

6" 90° BEND

FIRE HYDRANT ASSEMBLY

6" GATE VALVE

8" GATE VALVE

8"X6" TEE

6" C900 DR14 PVC FIRE LINE

8" 90° BEND

(4) 1" POTABLE WATER METER AND 1" BACKFLOW PREVENTER

(4) 8" X 1" GATE VALVE

8" 45° BENDS

6" 90° BEND

8" X 2" GATE VALVE

S-1

76 LF OF 8" PVC @ 1.00%

S-7

17 LF OF 8" PVC @ 1.00%

CROSSING #8
STORM PIPE BOT = 7.07'
SEWER PIPE TOP = 2.08'
CLEARANCE = 4.98'
FINAL GRADE = 11.18'

CROSSING #5
STORM PIPE BOT = 6.29'
SEWER PIPE TOP = 1.12'
CLEARANCE = 5.17'
FINAL GRADE = 10.32'

8"X8" TEE

8"X6" TEE

8" GATE VALVES

8" C900 DR14 PVC FIRE LINE

6" 90° BEND

6" 90° BENDS

6" 90° BEND

POST INDICATOR VALVE

POST INDICATOR VALVE

2" SDR9 PE TUBING WATER SERVICE

2" RECLAIM WATER SERVICE (SEE LANDSCAPE PLANS FOR CONTINUATION)

2" BACKFLOW PREVENTOR

12'-20' WIDE GENERAL UTILITY/TRAIL EASEMENT DEDICATED TO NEW SMYRNA BEACH UTILITIES

8" DCDA FIRE ASSEMBLY

CROSSING #6
STORM PIPE BOT = 6.61'
SEWER PIPE TOP = -0.28'
CLEARANCE = 6.59'
FINAL GRADE = 10.22'

8" 22.5° BENDS

8" 11.25° BEND

12" PVC PUBLIC POTABLE WATER MAIN

12" GATE VALVE

12" GATE VALVE

12" GATE VALVE

12" X 8" TEE W/ 8" GATE VAVE

12" GATE VALVE

12" 22.5° BENDS

8"x2" TEE WITH 2" GATE VALVE

8" GATE VALVE

8" 11.25° BEND

8" C900 DR18 PVC RECLAIMED WATER MAIN

12" GATE VALVE AND B.O.V.

12" 11.25° BEND

N 24°30'29" W

S MYRTLE AVE.

WEST LINE A. HULL'S GRANT

CONNECT INTO EXISTING SEWER MANHOLE
EXISTING NORTH INV = -1.31'
EXISTING SOUTH INV = -1.48'
PROPOSED EAST INV = -1.21'
CONTRACTOR TO VERIFY EXISTING INVERTS PRIOR TO CONSTRUCTION

ENDSLEY LANE

ASPHALT PAVEMENT

S MYRTLE AVE.

SIGN NO MOTOR VEHICLES (TYPICAL)

EXISTING WATER LINES TO REMAIN

SANITARY MH # 1087 TOP=6.24' N.INV.=(-1.31') S.INV.=(-1.48')

50'(P)

50'(P)

50'(P)

50'(P)

DIRT DRIVE

TELEPHONE RISER

CONCRETE DRIVEWAY

TELEPHONE RISER

S. MYRTLE AVENUE (R/W VARIES)

FD 4"X4"

IR & CAP RLS 4165

IR & CAP

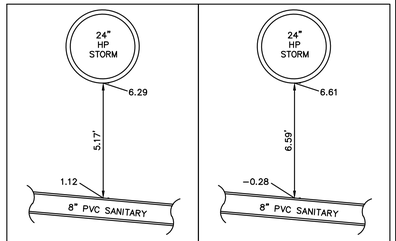
FD

IR

IRON ROD & 1" IRON PIPE

UTILITY NOTES:
SEE SHEET C6.0 FOR NOTES.

GRAPHIC SCALE IN FEET
0 10 20 40



CROSSING #5
NTS

CROSSING #6
NTS

CROSSING #8
NTS

CROSSING #9
NTS

SANITARY SEWER STRUCTURE TABLE	
STRUCTURE NAME:	DETAILS:
S-1	CONCENTRIC CYLINDRICAL STRUCTURE TOP: 10.94 SE. INV IN: 0.28 (8" PVC) NW. INV IN: 0.28 (8" PVC) SW. INV OUT: -0.85 (8" PVC)
S-6	CONCENTRIC CYLINDRICAL STRUCTURE TOP: 12.11 NE. INV IN: 3.33 (8" PVC) W. INV OUT: 1.84 (8" PVC)
S-7	CONCENTRIC CYLINDRICAL STRUCTURE TOP: 10.89 E. INV IN: 1.32 (8" PVC) NW. INV OUT: 1.22 (8" PVC)

LEGEND

- PROPERTY LINE (TYP.)
- PROPOSED SANITARY SEWER LINE
- PROPOSED WATER LINE
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- PROPOSED RECLAIMED WATER LINE
- PROPOSED FIRE HYDRANT
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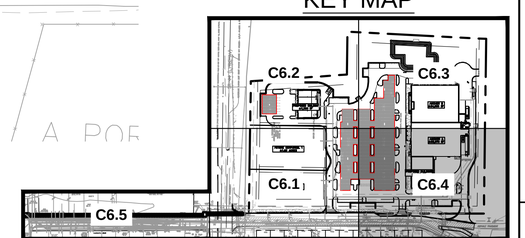
KEY MAP



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Kimley»Horn

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BRENT A. LENZEN, P.E. LICENSED PROFESSIONAL ENGINEER STATE OF FLORIDA LICENSE NO. 78537 09/16/2026

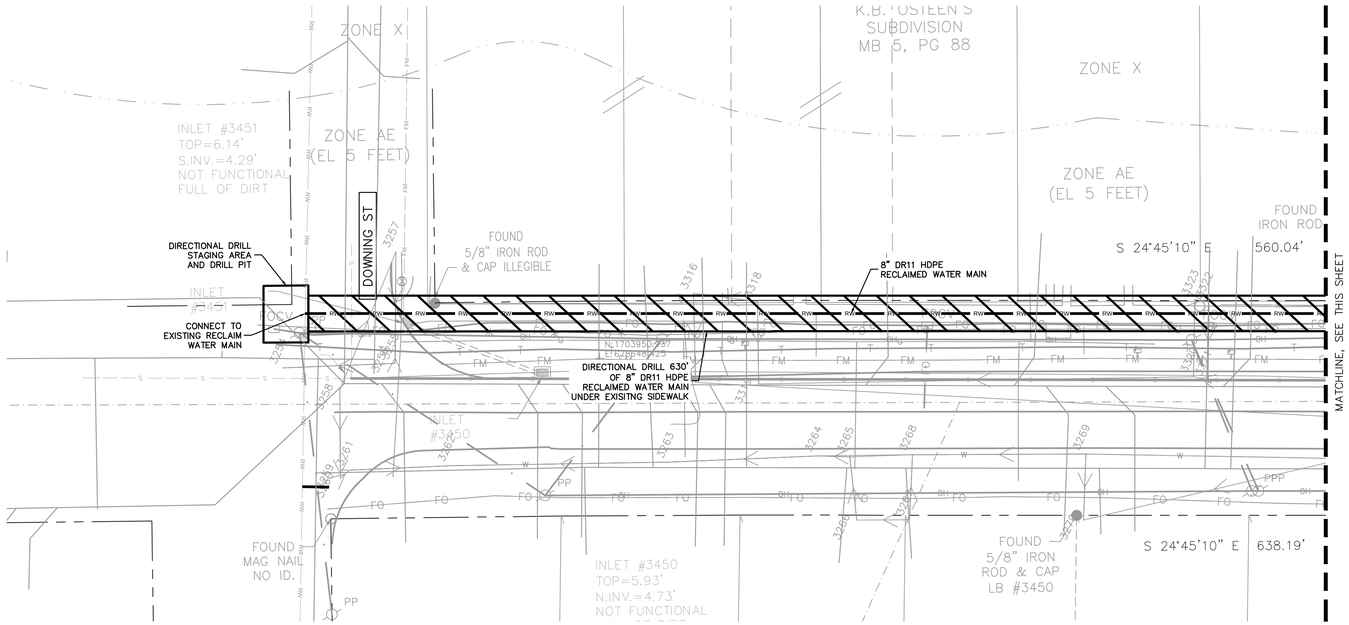
KHA PROJECT 249631001
DATE 09/16/2026
SCALE AS SHOWN
DESIGNED BY DRN
DRAWN BY DRN
CHECKED BY BAL

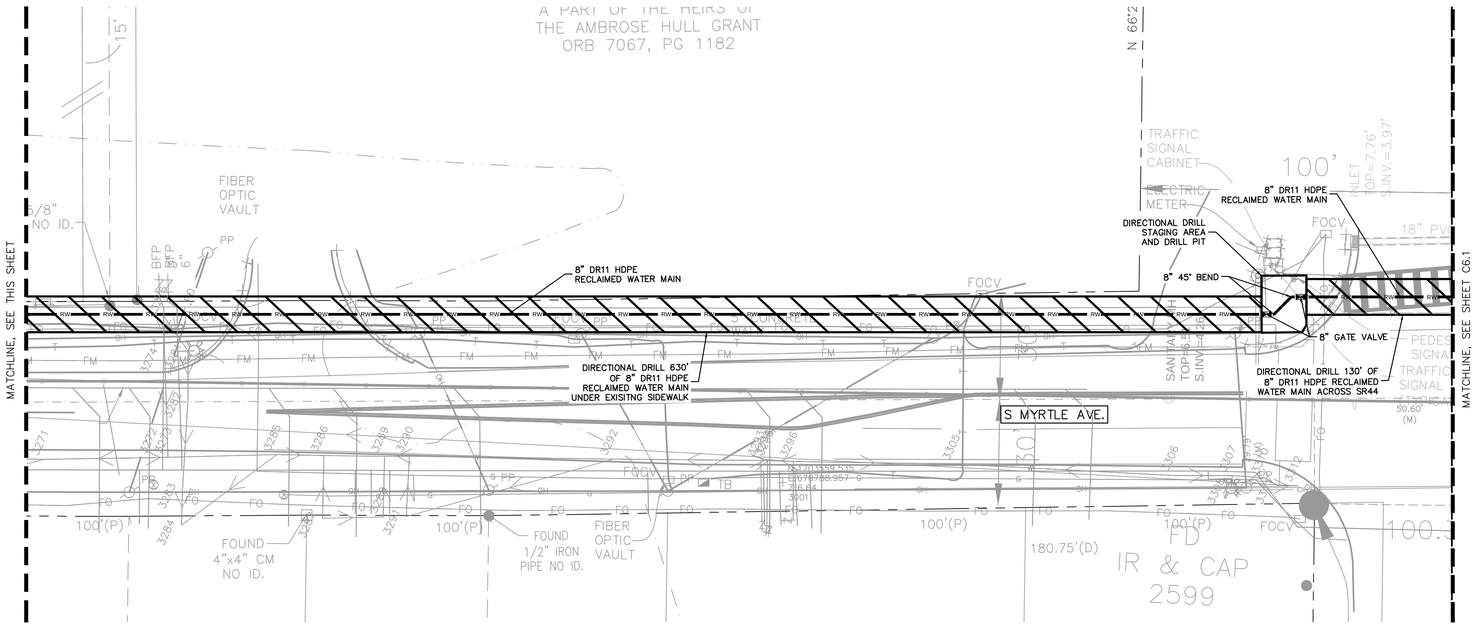
UTILITY PLAN

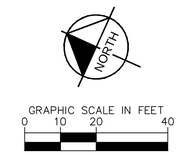
SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
C6.4







UTILITY NOTES:

SEE SHEET C8.0 FOR NOTES.

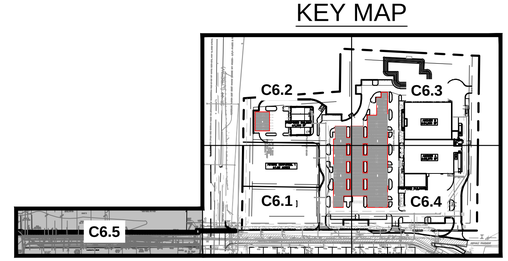
LEGEND

- PROPERTY LINE (TYP.)
- PROPOSED SANITARY SEWER LINE
- PROPOSED WATER LINE
- PROPOSED FIRE LINE
- PROPOSED RECLAIMED WATER LINE
- PROPOSED FIRE HYDRANT
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER LINE
- EXISTING FORCE MAIN
- EXISTING WATER LINE
- EXISTING RECLAIM WATER LINE
- EXISTING STORM PIPE
- EXISTING GAS LINE
- EXISTING OVERHEAD ELECTRIC
- EXISTING UNDERGROUND ELECTRIC
- EXISTING UNDERGROUND COMMUNICATION
- EXISTING UNIDENTIFIED UTILITY
- EXISTING STORM MANHOLE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING FIRE HYDRANT

Always call 811 two full business days before you dig to have underground utilities located and marked.

Sunshine811.com

KEY MAP



No.	REVISIONS	DATE	BY

Kimley»Horn
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PHONE: (407) 898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL ENGINEER
BRENT A. LENZEN, PE
LICENSE NUMBER 70532
STATE OF FLORIDA
DATE: 09/16/2026

KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	BAL

UTILITY PLAN

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
C6.5

Plotted By:Smith, Russell Sheet Set:SHOPS OF NEW SMYRNA BEACH Layout:C6.5 September 16, 2026 09:07:19pm K:\orl_civil\249631001-new smyrna beach sprouts\CADD\CONST\plansheets\C6.1-UTIL.dwg
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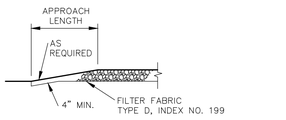
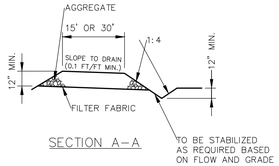
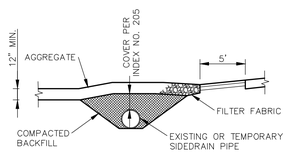


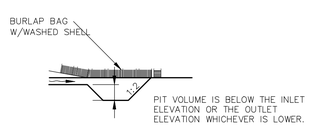
TRANSITION DETAIL



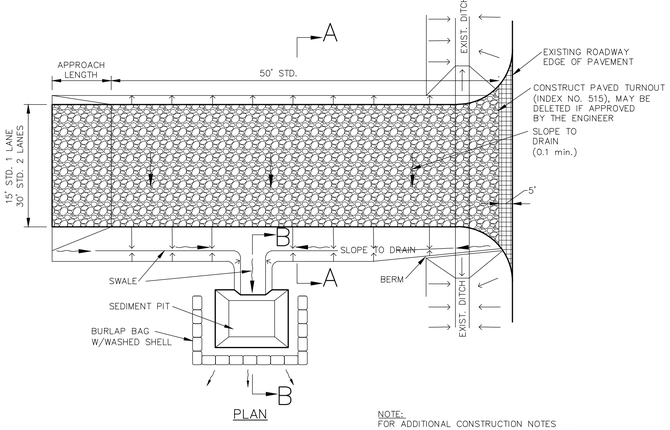
SECTION A–A



RURAL CONNECTION DETAIL



SECTION B–B



PLAN

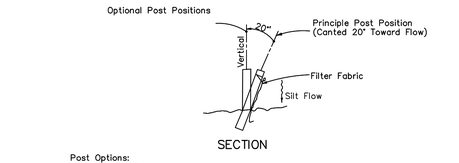
NOTE:
FOR ADDITIONAL CONSTRUCTION NOTES REFER TO FDOT 2008 DESIGN STANDARDS, INDEX NO. 106 SOIL TRACKING PREVENTION DEVICE, TYPE A.

NOTES:

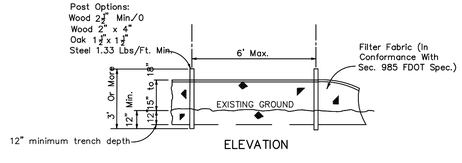
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

TEMPORARY GRAVEL CONSTRUCTION ENTRANCE AND WASHOUT

N.T.S.



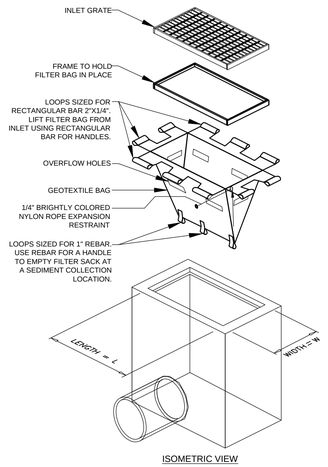
SECTION



ELEVATION

TYPE III SILT FENCE

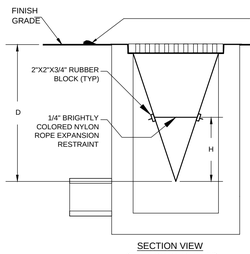
NTS



ISOMETRIC VIEW

LOW TO MODERATE FLOW GEOTEXTILE FABRIC SPECIFICATION TABLE		
PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4632	300 LBS
GRAB TENSILE ELONGATION	ASTM D-4632	20 %
PUNCTURE	ASTM D-4833	120 LBS
MULLEN BURST	ASTM D-3786	800 PSI
TRAPEZOID TEAR	ASTM D-4533	120 LBS
UV RESISTANCE	ASTM D-4355	80 %
APPARENT OPENING SIZE	ASTM D-4751	40 US SIEVE
FLOW RATE	ASTM D-4491	40 GAL/MIN/SQ FT
PERMITTIVITY	ASTM D-4491	0.55 SEC -1

MODERATE TO HIGH FLOW GEOTEXTILE FABRIC SPECIFICATION TABLE		
PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4632	265 LBS
GRAB TENSILE ELONGATION	ASTM D-4632	20 %
PUNCTURE	ASTM D-4833	135 LBS
MULLEN BURST	ASTM D-3786	420 PSI
TRAPEZOID TEAR	ASTM D-4533	45 LBS
UV RESISTANCE	ASTM D-4355	90 %
APPARENT OPENING SIZE	ASTM D-4751	20 US SIEVE
FLOW RATE	ASTM D-4491	200 GAL/MIN/SQ FT
PERMITTIVITY	ASTM D-4491	1.5 SEC -1



SECTION VIEW
(FILTER SACK INSTALLED)

NOTES:

1. GEOTEXTILE SHALL BE A WOVEN POLYPROPYLENE FABRIC THAT MEETS OR EXCEEDS REQUIREMENTS IN THE SPECIFICATIONS TABLE.
2. PLACE AN OIL ABSORBENT PAD OR PILLOW OVER INLET GRATE WHEN OIL SPILLS ARE A CONCERN.
3. THE WIDTH, "W", OF THE FILTER SACK SHALL MATCH THE INSIDE WIDTH OF THE GRATED INLET BOX.
4. THE DEPTH, "D", OF THE FILTER SACK SHALL BE BETWEEN 18 INCHES AND 36 INCHES.
5. THE LENGTH, "L", OF THE FILTER SACK SHALL MATCH THE INSIDE LENGTH OF THE GRATED INLET BOX.

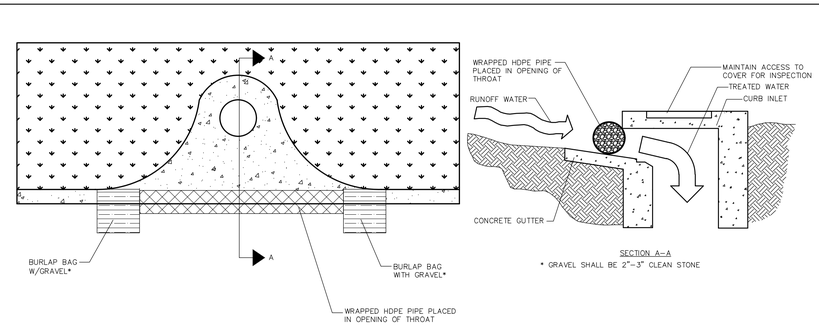
MAINTENANCE NOTES:

1. INLET PROTECTION DEVICES MUST BE INSPECTED FOR SEDIMENT ACCUMULATION WITHIN THE CATCH BASIN. REMOVE TRAPPED SEDIMENT WHEN BRIGHTLY COLORED EXPANSION RESTRAINT CAN NO LONGER BE SEEN.
2. REMOVAL OF SEDIMENT ACCUMULATED IN OR ADJACENT TO A STORM DRAIN INLET MUST BEGIN IMMEDIATELY UPON DISCOVERY, WITH COMPLETION OF THE ACTIVITY OCCURRING NO LATER THAN THE END OF THE FOLLOWING BUSINESS DAY.
3. INLET PROTECTION DEVICES SHALL BE INSPECTED FOR UNINTENDED BYPASS OR IMPROPER FLOW-RATES THAT MAY CAUSE DOWNSTREAM FLOODING.
4. CONTACT THE CEC FOR ALTERNATE INLET PROTECTION IF THE DESIGNED PROTECTION MAY IMPACT DOWNSTREAM BMPS, ADJACENT SLOPES, ETC., DUE TO PONDING ISSUES. ENSURE THAT NO UNDERMINING OF INLET PROTECTION DEVICES HAS OCCURRED.
5. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING OR DETERIORATION.

INLET PROTECTION FILTER SACK

NTS

FOR USE ONLY IN PAVED AREAS WHERE SEDIMENT LOADS ARE EXPECTED TO BE VERY LOW. FILTER SACK MUST HAVE OVERFLOW HOLES TO PREVENT PONDING.

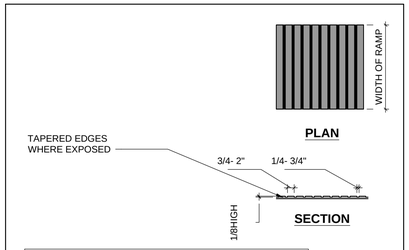


SECTION A–A
* GRAVEL SHALL BE 2"–3" CLEAN STONE

SOCK DRAIN INLET SEDIMENT FILTER

NTS

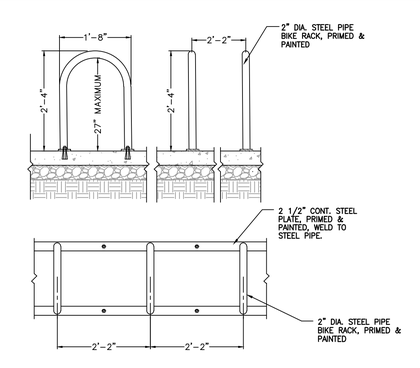
NOTE: THE PERFORATED PIPE MUST EXTEND AT LEAST 1' BEYOND THE CURB OPENING ON EACH SIDE AND BE ANCHORED WITH GRAVEL BAGS, OR SIMILAR, ON EACH END. A SPACER MUST BE PROVIDED FOR BETWEEN THE INLET OPENING AND THE PIPE TO ALLOW FOR OVERFLOW, PREVENT FLOODING AND TO PREVENT THE PIPE FROM FALLING INTO THE INLET.



IF A WALK CROSSES OR ADJOINS A VEHICULAR WAY, AND THE WALKING SURFACES ARE NOT SEPARATED BY CURBS, RAILINGS, OR OTHER ELEMENTS BETWEEN THE PEDESTRIAN AREAS AND THE VEHICULAR AREAS, THE BOUNDARY BETWEEN THE AREAS SHALL BE DEFINED BY A CONTINUOUS DETECTABLE WARNING WHICH IS 36" WIDE

DETECTABLE WARNING PANEL

NTS



BICYCLE RACK DETAIL

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PHONE (407) 898-1511
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LICENSED PROFESSIONAL ENGINEER BRENT A. LENZEN FLORIDA LICENSE NO. 78537 PROFESSIONAL ENGINEER DATE: 09/16/2026

KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	BAL

GENERAL CONSTRUCTION DETAILS

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
C7.0

Plotted By:Smith, Russell Sheet Set:SHOPS OF NEW SMYRNA BEACH Layout:C7.0 September 16, 2026 05:23:23pm K:\orl-civil\249631001-new smyrna beach spouts\CADD\CONST\datasheets\C7.0-GENERAL CONSTRUCTION DETAILS.dwg
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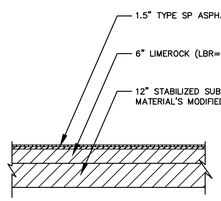
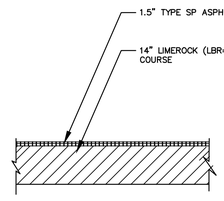
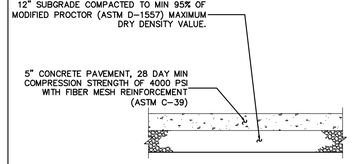


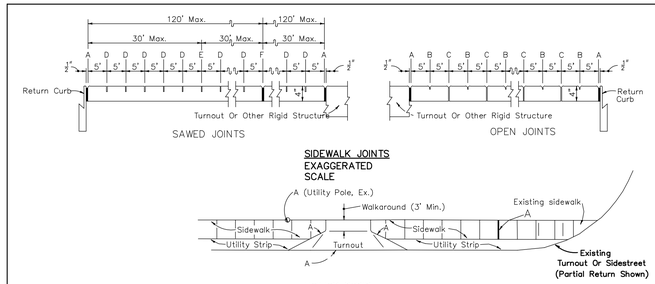
LIGHT DUTY PAVING SECTION
NTS



EXFILTRATION SYSTEM PAVEMENT SECTION
NTS



CONCRETE SIDEWALK DETAIL
NTS



JOINT LEGEND
A– 1/2" EXPANSION JOINTS (PREFORMED JOINT FILLER)
B– 1/2" DUMMY JOINTS, TOOLED
C– 1/2" FORMED OPEN JOINTS
D– 1/2" SAW CUT JOINTS, 1/4" DEEP (96 HOUR) MAX. 5' CENTERS
E– 1/2" SAW CUT JOINTS, 1/4" DEEP (12 HOUR) MAX. 30' CENTERS
F– 1/2" EXPANSION JOINT WHEN RUN OF SIDEWALK EXCEEDS 120'
G– COLD JOINT WITH BOND BREAKER, TOOLED

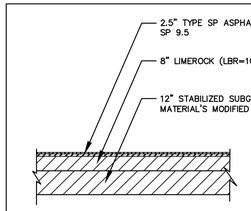
FOOTNOTES:
ALL 1/2" JOINTS SHALL BE CONSTRUCTED WITH PREFORMED JOINT FILLER.

* 1/8" OPEN JOINTS PLACED AT EQUAL (20' MAX.) INTERVALS FOR DRIVEWAYS OVER 20' WIDE. JOINTS IN CURB AND GUTTER TO MATCH JOINTS IN DRIVEWAYS.

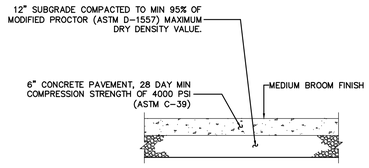
◊ DRIVEWAYS (6" CONCRETE) SHALL BE OF A UNIFORM WIDTH (W) AS SHOWN ON SHT. P-1.

GENERAL NOTES:
1. SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT STANDARD SPECIFICATION NO. 522 EXCEPT FOR CURB CUT RAMP RUNS WHICH SHALL BE FINISHED IN ACCORDANCE WITH INDEX NO. 304.
2. BOND BREAKER MATERIAL CAN BE ANY IMPERMEABLE COATED OR SHEET MEMBRANE OR PREFORMED MATERIAL HAVING A THICKNESS OF NOT LESS THAN 6 MILS NOR MORE THAN 1/2".

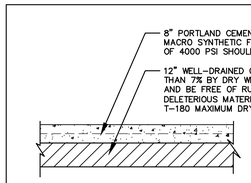
CONCRETE SIDEWALK DETAIL
NTS



HEAVY DUTY PAVING SECTION
NTS



HEAVY DUTY CONCRETE PAVEMENT DETAIL
NTS



DUMPSTER DUTY PAVING SECTION
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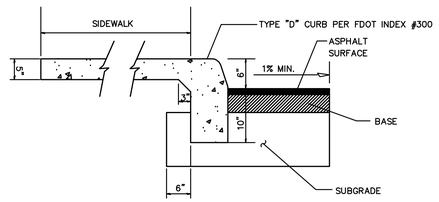

SIDEWALK INTEGRAL CURB DETAIL
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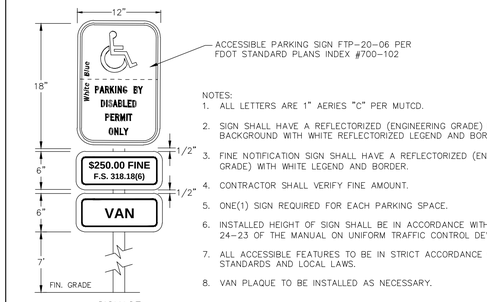
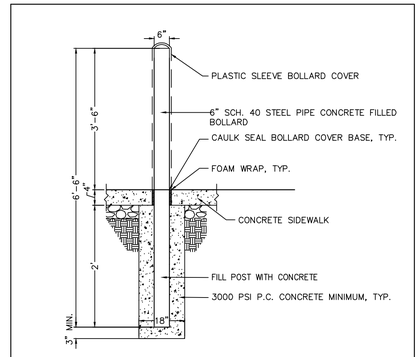


NOTES:
1. ALL LETTERS ARE 1" AERIES "C" PER MUTCD.
2. SIGN SHALL HAVE A REFLECTORIZED (ENGINEERING GRADE) BLUE BACKGROUND WITH WHITE REFLECTORIZED LEGEND AND BORDER.
3. FINE NOTIFICATION SIGN SHALL HAVE A REFLECTORIZED (ENGINEERING GRADE) WITH WHITE LEGEND AND BORDER.
4. CONTRACTOR SHALL VERIFY FINE AMOUNT.
5. ONE(1) SIGN REQUIRED FOR EACH PARKING SPACE.
6. INSTALLED HEIGHT OF SIGN SHALL BE IN ACCORDANCE WITH SECTION 24-23 OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
7. ALL ACCESSIBLE FEATURES TO BE IN STRICT ACCORDANCE WITH A.D.A STANDARDS AND LOCAL LAWS.
8. VAN PLAQUE TO BE INSTALLED AS NECESSARY.

SIGNAGE

ACCESSIBLE PARKING SIGNAGE
NTS



BOLLARD WITH PLASTIC COVER DETAIL
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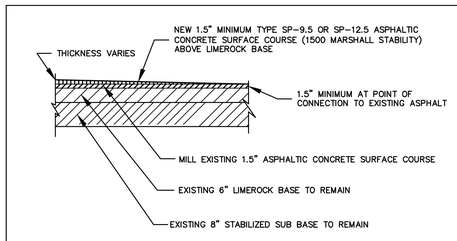
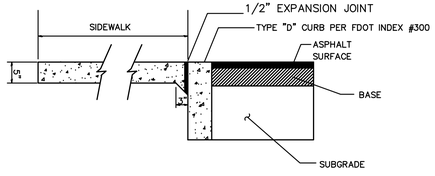


TYPICAL MILLED-ASPHALT PAVEMENT SECTION
NTS



FLUSH CURB DETAIL
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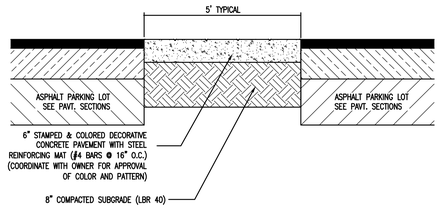
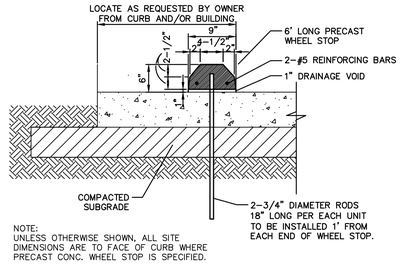
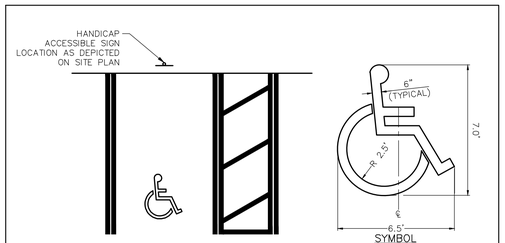


STAMPED CONCRETE PAVMENT DETAIL
(SEE ARCH. PLANS FOR PATTERN)
NTS

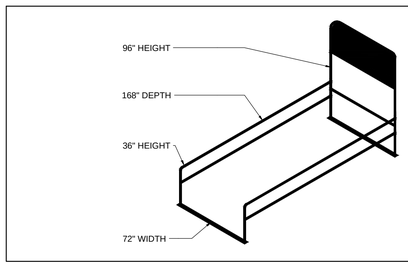


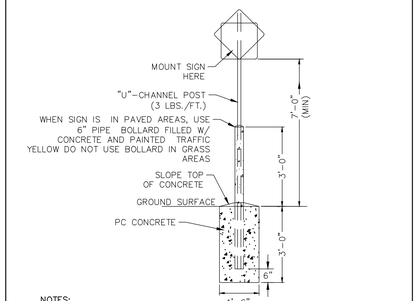
NOTE:
UNLESS OTHERWISE SHOWN, ALL SITE DIMENSIONS ARE TO FACE OF CURB WHERE PRECAST CONC. WHEEL STOP IS SPECIFIED.

PRECAST CONCRETE WHEEL STOP
NTS



TYPICAL ACCESSIBLE PARKING STRIPING
NTS
NOTE: PER FDOT INDEX 711-001





NOTES:

POLE AND SIGN TO BE PROVIDED AND INSTALLED BY GENERAL CONTRACTOR.

ALL SIGNS SHALL COMPLY WITH U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION'S "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES", LOCAL CODES AND AS SPECIFIED. MOUNT SIGNS TO POST IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

STANDARD SIGN BASE
NTS

No.	REVISIONS	DATE	BY

Kimley»Horn
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PHONE (407) 898-1511
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NEW SMYRNA BEACH FL

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C7.1

Plotted By:Smith, Russell Sheet Set:SHOPS OF NEW SMYRNA BEACH | Layout:C7.1 September 16, 2026 05:29:28pm K:\od_cu\t249631001-new smyrna beach sprouts\CADD\CONST\plansheets\C7.0-GENERAL CONSTRUCTION DETAILS.dwg
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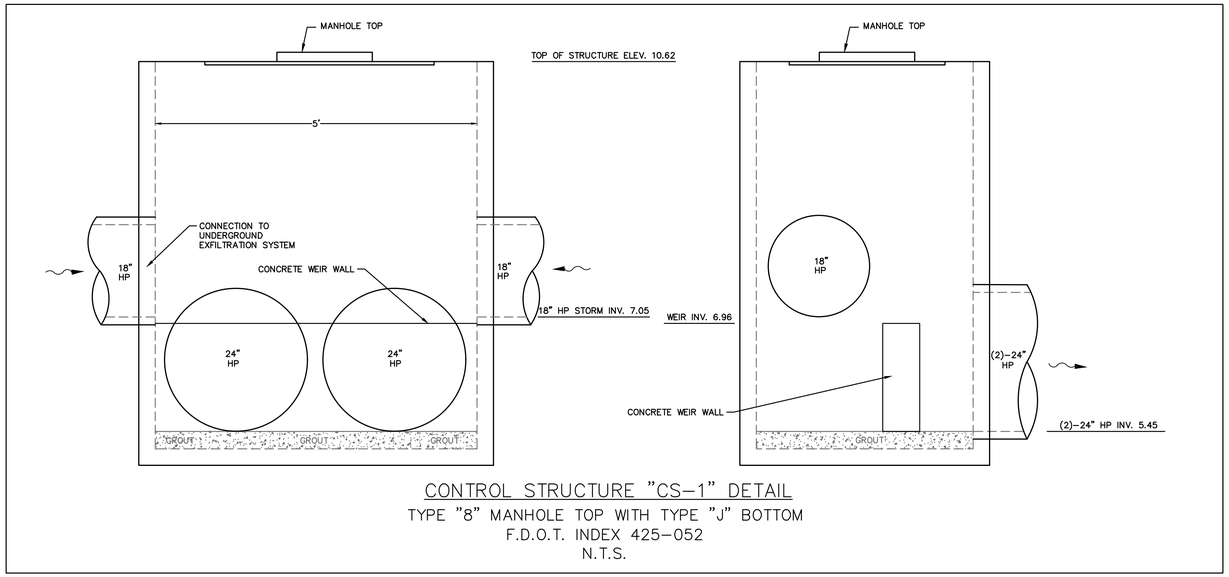
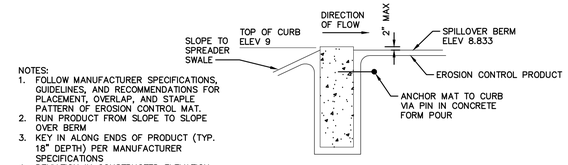


CONTROL STRUCTURE "CS-1" DETAIL

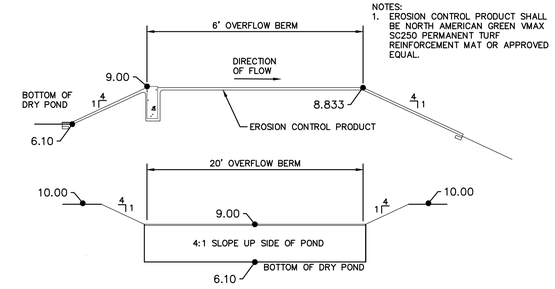
TYPE "8" MANHOLE TOP WITH TYPE "J" BOTTOM
F.D.O.T. INDEX 425-052
N.T.S.



NOTES:
1. FOLLOW MANUFACTURER SPECIFICATIONS, GUIDELINES, AND RECOMMENDATIONS FOR PLACEMENT, OVERLAP, AND STAPLE PATTERN OF EROSION CONTROL MAT.
2. RUN PRODUCT FROM SLOPE TO SLOPE OVER BERM
3. KEY IN ALONG ENDS OF PRODUCT (TYP. 18" DEPTH) PER MANUFACTURER SPECIFICATIONS
4. DEVIATION IN CONSTRUCTED ELEVATION TO DESIGN ELEVATION IN EXCESS OF 1" INCH SHALL BE DEEMED NON-COMPLIANT.

OVERFLOW BERM CURB DETAIL

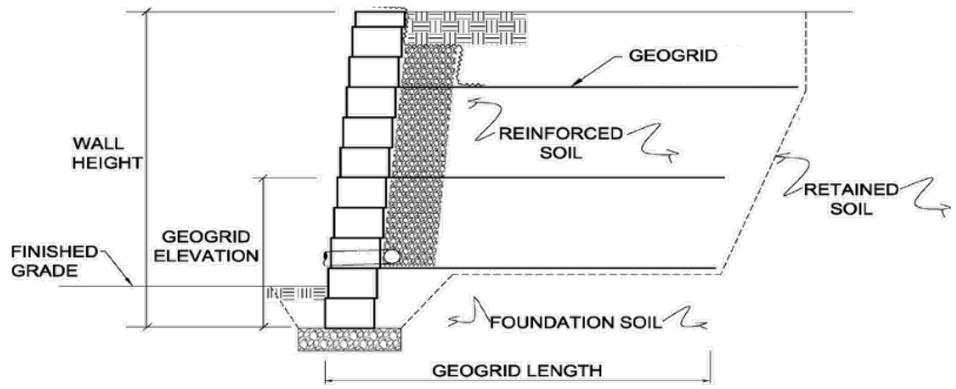
N.T.S.



NOTES:
1. EROSION CONTROL PRODUCT SHALL BE NORTH AMERICAN GREEN VMAX SC250 PERMANENT TURF REINFORCEMENT MAT OR APPROVED EQUAL.

OVERFLOW BERM DETAIL

N.T.S.



GENERAL SEGMENTAL BLOCK RETAINING WALL DETAIL

DESIGNED AND PERMITTED BY OTHERS
N.T.S.

No.	REVISIONS	DATE	BY

Kimley»Horn
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200 S. ORANGE AVENUE, SUITE 600, ORLANDO, FL
PHONE: (407) 898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL BRENT A. LENZEN, PE
LICENSE NUMBER 70537
STATE OF FLORIDA
DATE 09/16/2026

KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	BAL

GENERAL CONSTRUCTION DETAILS

SHOPS OF NEW SMYRNA BEACH
NEW SMYRNA BEACH FL

SHEET NUMBER
C7.2

Plotted By:Smith, Russell Sheet Set:SHOPS OF NEW SMYRNA BEACH Layout:C7.2 September 16, 2026 05:29:33pm K:\orl_civil\249631001-new smyrna beach sprouts\CADD\CONST\plansheets\C7.0-GENERAL CONSTRUCTION DETAILS.dwg
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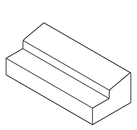
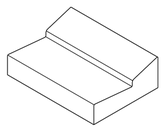
GENERAL NOTES:

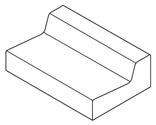
1. For curb, gutter and curb & gutter provide ⅛" - ½" contraction joints at 10' centers (max.). Contraction joints adjacent to concrete pavement on tangents and flat curves are to match the pavement joints, with intermediate joints not to exceed 10' centers.
2. Locate expansion joints for curb, gutter and curb & gutter in accordance with Specification 520.

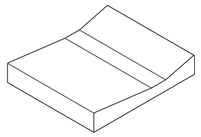
TABLE OF CONTENTS:

Sheet	Description
1	General Notes and Contents
2	Concrete Curb and Gutter
3	Curb and Gutter Joints and Endings, Concrete Bumper Guard, and Asphaltic Concrete Curb

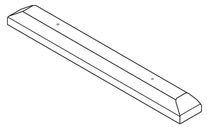

TYPE A


TYPE E

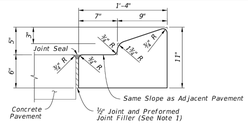

TYPE F


SHOULDER GUTTER

TYPE A, TYPE E, TYPE F, AND SHOULDER GUTTER
(Other Types Similar)

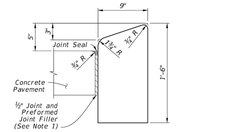

CONCRETE BUMPER GUARD

LAST REVISION	DESCRIPTION:	FDOT FY 2026-27 STANDARD PLANS	CURB AND GUTTER	INDEX	SHEET
11/01/21	REVISION			520-001	1 of 3



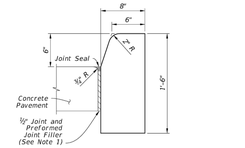
NOTE: For use adjacent to concrete or flexible pavement, concrete shown (See Note 4).

TYPE A



NOTE: For use adjacent to concrete or flexible pavement, concrete shown.

TYPE B

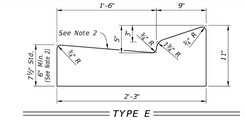


NOTE: For use adjacent to concrete or flexible pavement, concrete shown.

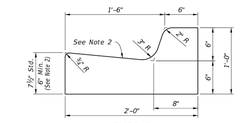
TYPE D

NOTES:

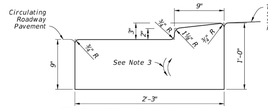
1. For Type A, Type B, and Type D Curb: Expansion joint, preformed joint filler and joint seal are required between curbs and concrete pavement only, see Sheet 3.
2. For Type E, Type F, Drop Curb, and Valley Gutter: When used on high side of roadways, match the cross slope of the gutter to the cross slope of the adjacent pavement. The thickness of the lip is 6", unless otherwise shown on Plans.
3. For Type RA, rotate entire section so that gutter cross slope matches slope of adjacent circulating roadway pavement.
4. For details depicting usage of Type A Curb adjacent to flexible pavement see Sheet 3.



TYPE E

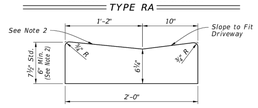


TYPE F

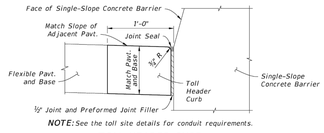


NOTE: Traffic Bearing Sections for use in Roundabout Central Island Construction.

TYPE RA

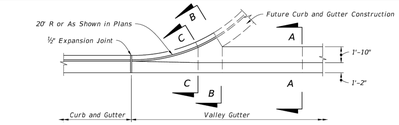


DROP CURB

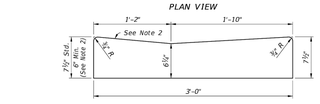


NOTE: See the toll site details for conduit requirements.

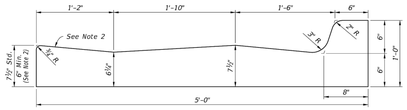
TOLL HEADER CURB



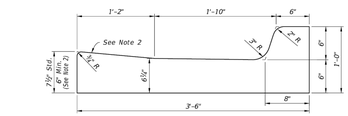
PLAN VIEW



SECTION A-A

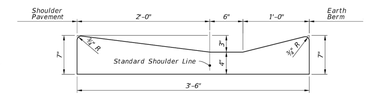


SECTION B-B



SECTION C-C

VALLEY GUTTER



SHOULDER GUTTER

CONCRETE CURB AND GUTTER

LAST REVISION	DESCRIPTION:	FDOT FY 2026-27 STANDARD PLANS	CURB AND GUTTER	INDEX	SHEET
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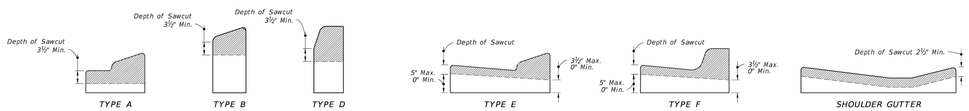
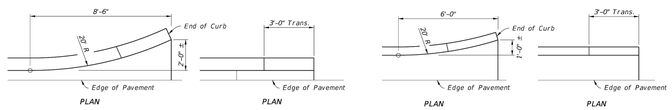
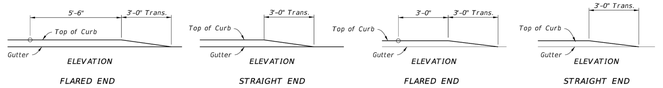


NOTE: Sawcuts should be avoided within valley gutter and within curb and gutter endings.

CONTRACTION JOINTS IN CURB



CONTRACTION JOINTS IN CURB & GUTTER

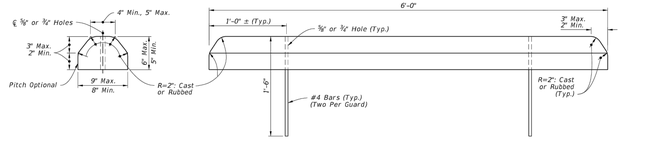


CURB TYPE A

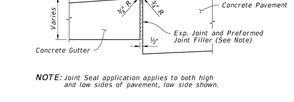
CURB AND GUTTER TYPE E AND TYPE F

NOTE: Ends of Type B and D Curb transition from full to zero heights in 3 ft.

CURB AND CURB & GUTTER ENDINGS

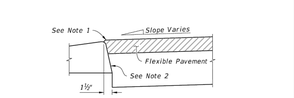


CONCRETE BUMPER GUARD



NOTE: Joint Seal application applies to both high and low sides of pavement, low side shown.

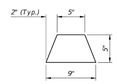
EXPANSION JOINT BETWEEN GUTTER AND CONCRETE PAVEMENT



NOTES:

1. Surface on Low Side of Pavement to be ¼" Above Lip of Gutter. Surface on High Side to be Flush With Lip of Curb or Curb & Gutter.
2. Applies to both high and low sides of pavement, low side shown. Applies to shoulder gutter only where adjoining traffic lanes.

CURB AND GUTTER AND TYPE A CURB ADJACENT TO FLEXIBLE PAVEMENT



ASPHALTIC CONCRETE CURB

CURB AND GUTTER JOINTS AND ENDINGS, CONCRETE BUMPER GUARD, AND ASPHALTIC CONCRETE CURB

LAST REVISION	DESCRIPTION:	FDOT FY 2026-27 STANDARD PLANS	CURB AND GUTTER	INDEX	SHEET
11/01/21	REVISION			520-001	3 of 3

No.	REVISIONS	DATE	BY

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LICENSED PROFESSIONAL ENGINEER BRENT A. LENZEN, P.E. LICENSE NUMBER 78537 STATE OF FLORIDA PROFESSIONAL ENGINEER DATE: 09/16/2026

KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	BAL

GENERAL CONSTRUCTION DETAILS

SHOPS OF NEW SMYRNA BEACH
NEW SMYRNA BEACH FL

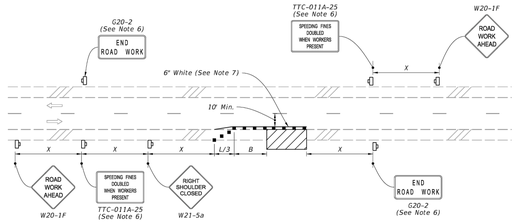
SHEET NUMBER
C7.3

NOTE:

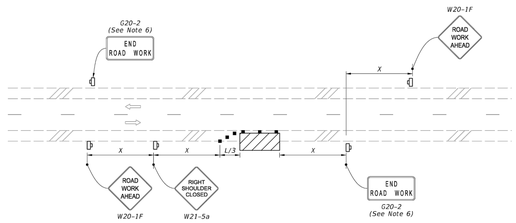
1. This Index applies to Two-Lane, Two-Way and Multilane Roadways, including Medians of divided roadways, with work on the shoulder.
2. L = Taper Length
   X = Work Zone Sign Spacing
   B = Buffer Length
   See Index 102-600 for "L", "X", "B", and channelizing device spacing values.
3. Where work activities are between 2' and 15' from the edge of traveled way, the Engineer may omit signs and channelizing devices for work operations 60 minutes or less.
4. When four or more work vehicles enter the through traffic lanes in a one hour period (excluding establishing and terminating the work area), use a flagger or lane closure to accommodate work vehicle ingress and egress.
5. For work less than 2' from the traveled way and work zone speed is greater than 45 MPH, use a lane closure.
6. The "Speeding Fines Doubled When Workers Present" signs (TTC-011A-25) and "End Road Work" Signs (G20-2) along with the associated work zone sign spacing distances may be omitted when the work operation is in place for 24 hours or less.
7. Temporary pavement markings may be omitted when the work operation is in place for 3 days or less.
8. Omit "Shoulder Closed" signs (W21-5a) along with associated work zone sign spacing distances for work on the median.
9. When there is no paved shoulder, the "Worker" sign (W21-1) may be used instead of the "Shoulder Closed" sign (W21-5a).

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Lane Identification and Direction of Traffic

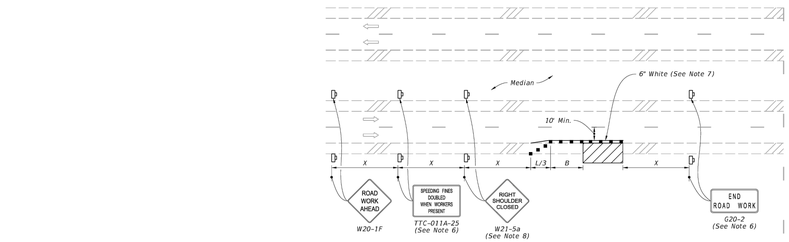


TWO-LANE ROADWAY
SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY
WITH WORK ZONE SPEED OF 45 MPH OR LESS



TWO-LANE ROADWAY
SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

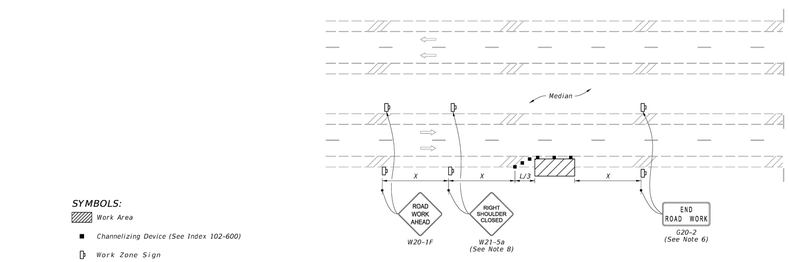
LAST REVISION	DESCRIPTION:	FDOT	FY 2026-27 STANDARD PLANS	TWO-LANE AND MULTILANE, WORK ON SHOULDER	INDEX	SHEET
11/01/25	REVISION				102-602	1 of 2



MULTILANE ROADWAY
SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY
WITH WORK ZONE SPEED OF 45 MPH OR LESS

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Lane Identification and Direction of Traffic



MULTILANE ROADWAY
SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

LAST REVISION	DESCRIPTION:	FDOT	FY 2026-27 STANDARD PLANS	TWO-LANE AND MULTILANE, WORK ON SHOULDER	INDEX	SHEET
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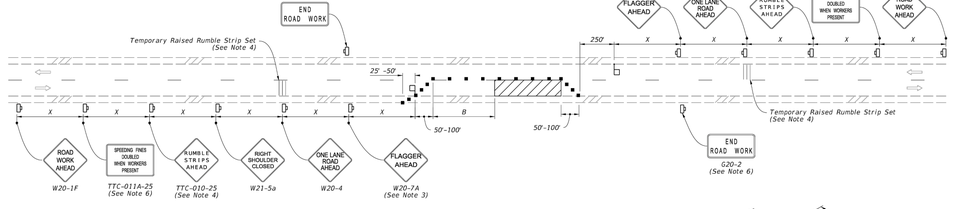


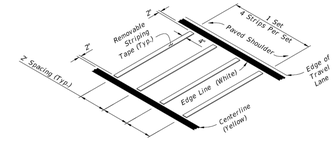
NOTES:

1. This Index applies to Two-Lane, Two-Way Roadways with work within the traveled way.
2. L = Taper Length
   B = Buffer Length
   X = Work Zone Sign Spacing
   See Index 102-600 for "L", "B", "X" and channelizing device spacing values.
3. Optionally, use "Flagger Ahead" sign with symbol (W20-7) instead of "Flagger Ahead" sign with text (W20-7A).
4. Use temporary raised rumble strips when the existing posted speed is 55 mph or greater and the work duration is greater than 60 minutes. If temporary raised rumble strips are not used, omit "Rumble Strips Ahead" signs (TTC-010-25) and associated work zone sign spacing.
5. Additional one-way control may be provided by the following means:
   a. Flag-carrying vehicle
   b. Official vehicle
   c. Pilot vehicles
   d. Traffic signals

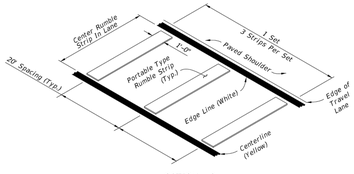
   When flaggers are the sole means of one-way control, the flaggers must be in sight of each other or in direct communication at all times.
6. The "Speeding Fines Doubled When Workers Present" signs (TTC-011A-25) and "End Road Work" signs (G20-2), along with associated work zone sign spacing, may be omitted when the work operation will be in place for 24 hours or less.
7. Automated Flagger Assistance Devices (AFADs) may be used in accordance with Specification Sections 102, 990 and the APL vendor drawings.
8. Railroad Crossings:
   a. If an active railroad crossing is located closer to the Work Area than the queue length plus 300 feet, extend the Buffer Space as shown on Sheet 2.
   b. If the queuing of vehicles across an active railroad crossing cannot be avoided, provide a uniformed traffic control officer or flagger at the highway-rail grade crossing to prevent vehicles from stopping within the highway-rail grade crossing, even if automatic train warning devices are in place.

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Flagger
- Lane Identification and Direction of Traffic



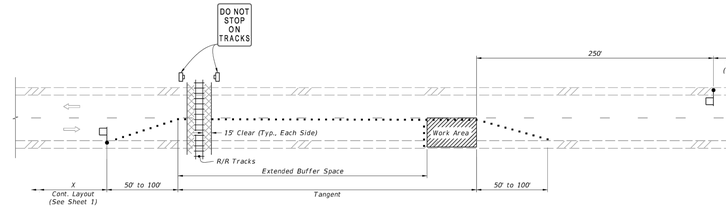
OPTION - 1
REMOVABLE STRIPING TYPE



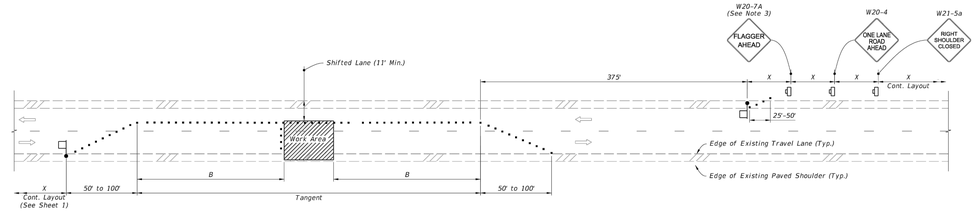
OPTION - 2
PORTABLE TYPE

RUMBLE STRIP SETS

LAST REVISION	DESCRIPTION:	FDOT	FY 2026-27 STANDARD PLANS	TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY	INDEX	SHEET
11/01/25	REVISION				102-603	1 of 2



TEMPORARY RAILROAD CROSSING BUFFER SPACE EXTENSION



TEMPORARY LANE SHIFT TO SHOULDER WHEN WORK AREA ENCROACHES ON THE CENTERLINE
(For Work Operations In place 24 Hours or Less)

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Flagger
- Lane Identification and Direction of Traffic

SPECIAL CONDITIONS

LAST REVISION	DESCRIPTION:	FDOT	FY 2026-27 STANDARD PLANS	TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY	INDEX	SHEET
11/01/21	REVISION				102-603	2 of 2

No.	REVISIONS	DATE	BY

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LICENSED PROFESSIONAL ENGINEER — BRENT A. LENZEN, PE — LICENSE NUMBER 78537 — STATE OF FLORIDA — DATE: 09/16/2026

KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	BAL

GENERAL CONSTRUCTION DETAILS

SHOPS OF NEW SMYRNA BEACH
NEW SMYRNA BEACH FL

SHEET NUMBER
C7.4

Plotted By:Smith, Russell Sheet Set:SHOPS OF NEW SMYRNA BEACH Layout:C7.4 September 16, 2026 09:29:48pm K:\orl_civil\249631001-new smyrna beach sprouts\CADD\CONST\dansheets\C7.0-GENERAL CONSTRUCTION DETAILS.dwg
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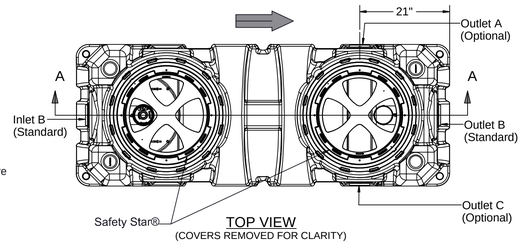
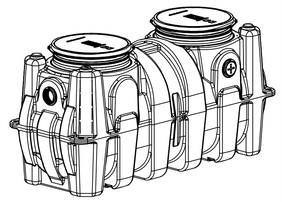
Notes:
1. 4" FPT inlet/outlet with 4" plain end adapters, triple outlet.
2. Unit weight - w/ cast iron covers: 390 lbs. (For wet weight add 2,310 lbs.)
3. Maximum operating temperature: 150º F continuous
4. Capacities - Liquid: 277 gal.
   Grease: 1,560 lbs. (214 gal.) @75 GPM
   Solids: 55 gal.
5. Satisfies Miami DERM 99% efficiency requirements; retaining 1,560 lbs. of grease at 99.1% efficiency.
6. For gravity drainage applications only.
7. Do not use for pressure applications.
8. Cover placement allows full access to tank for proper maintenance.
9. Vent not required unless per local code.
10. Engineered inlet and outlet diffusers with inspection ports are removable to inspect / clean piping.
11. Integral air relief / Anti-siphon / Sampling access.
12. Adjustable cover adapters provide up to 4" of additional height.
13. Designed for below-grade, above-grade, indoor or outdoor installations.
14. Safety Star®, access restrictor built into each cover adapter, prevents accidental entry to tanks (450 lb rating).



TOP VIEW
(COVERS REMOVED FOR CLARITY)

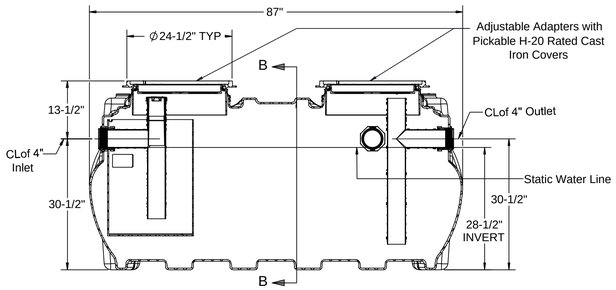


ISOMETRIC VIEW

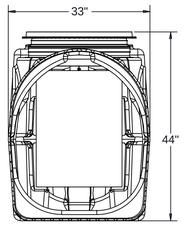
Schier Great Basin™ grease interceptor model # GB-250-B shall be lifetime guaranteed and made in USA of seamless, rotationally-molded polyethylene with minimum 3/8" uniform wall thickness. Interceptor shall be furnished for above or below-grade installation with adjustable cover adapters, Safety Star® access restrictor built into each cover adapter, and three outlet options. Interceptor shall be certified to ASME A112.14.3 (Type D) and CSA B481.1. Interceptor flow rate shall be 75 GPM. Interceptor grease capacity shall be 1, 560 lbs. Cover shall provide water/gas-tight seal and have minimum 16,000 lbs. load capacity.

Great Basin™ hydromechanical grease interceptors are third party performance-tested and listed by IAPMO to ASME #A112.14.3 and CSA B481.1 grease interceptor standards and greatly exceed requirements for grease separation and storage. They are compliant to the Uniform Plumbing Code and the International Plumbing Code.

Type D certification does not require a flow control



SECTION A-A



SECTION B-B

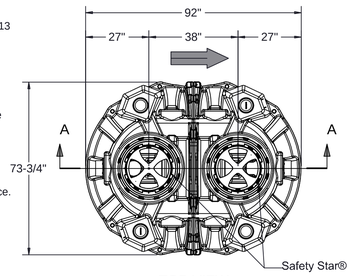
MIAMI-DADE COUNTY

Satisfies Miami DERM 99% efficiency requirements. Product labels are permanently attached to inside and outside of unit for easy viewing.

GB-250-B	4055-093-02			
	GB-250-B GREASE INTERCEPTOR 75 GPM, 4" INLET/OUTLET, H-20 RATED CAST IRON COVERS			
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF SCHIER PRODUCTS. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF SCHIER PRODUCTS IS PROHIBITED.	C.FINCHAM	9/13/2023	02	-

SCHIER

Notes:
1. 6" plain end inlet/outlet
2. Unit weight - w/ cast iron covers: 824 lbs. (for wet weight add 8,413 lbs.)
3. Maximum operating temperature: 150º F continuous
4. Capacities - Liquid: 1,000 gal.;
   Grease: 5,495 lbs. (753 gal.) @100GPM
   Grease: 4,959 lbs (679 gal.) @200GPM
   Solids: 211 gal.
5. Satisfies Miami DERM 99% efficiency requirements; retaining the following capacities at 99.0% efficiency:
   5,272 lbs. (722 gal.) @100GPM
   3,127 lbs. (428 gal.) @200GPM
6. For gravity drainage applications only.
7. Do not use for pressure applications.
8. Cover placement allows full access to tank for proper maintenance.
9. Vent not required unless per local code.
10. Engineered inlet and outlet diffusers with inspection ports are removable to inspect / clean piping.
11. Integral air relief / Anti-siphon / Sampling access.
12. Adjustable cover adapters provide up to 4" of additional height.
13. Designed for below-grade, above-grade, indoor or outdoor installations.
14. Safety Star®, access restrictor built into each cover adapter, prevents accidental entry to tanks (450 lb rating).



TOP VIEW
(COVERS REMOVED FOR CLARITY)

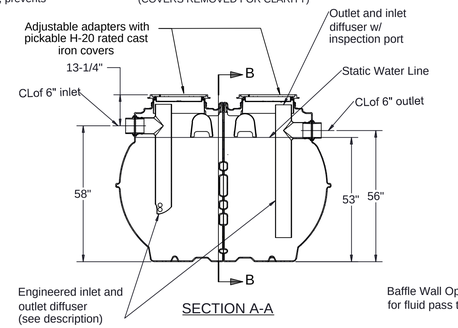


ISOMETRIC VIEW

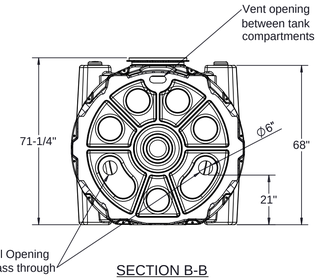
Schier Great Basin™ grease interceptor model # GB-1000 shall be lifetime guaranteed and made in USA of seamless, molded polyethylene with minimum 7/16" uniform wall thickness. Interceptor shall be furnished for above or below-grade installation with adjustable cover adapter and Safety Star® access restrictor built into each cover adapter. Interceptor shall be certified to ASME A112.14.3 (Type D) and CSA B481.1 as well as certified to IAPMO/ANSI Z1001-2021. Interceptor flow rate shall be 100 GPM or 200GPM. Interceptor grease capacity shall be 5,495 lbs. Cover shall provide water/gas-tight seal and have minimum 16,000 lbs. load capacity.

Great Basin™ hydromechanical grease interceptors are third party performance-tested and listed by IAPMO to ASME #A112.14.3 and CSA B481.1 grease interceptor standards and greatly exceed requirements for grease separation and storage. They are compliant to the Uniform Plumbing Code and the International Plumbing Code.

Type D certification does not require a flow control



SECTION A-A



SECTION B-B

MIAMI-DADE COUNTY

Satisfies Miami DERM 99% efficiency requirements. Product labels are permanently attached to inside and outside of unit for easy viewing.

GB-1000	4080-002-01			
	GB-1000 GREASE INTERCEPTOR 100 GPM/ 200 GPM 6" INLET/OUTLET, H-20 RATED CAST IRON COVER			
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SCHIER

No.	REVISIONS	DATE	BY

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WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL ENGINEER
BRENT A. LENZEN, PE
73537
STATE OF FLORIDA
DATE: 09/16/2026

KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	BAL

GENERAL CONSTRUCTION DETAILS

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
C7.5

Plotted By:Smith, Russell Sheet Set:SHOPS OF NEW SMYRNA BEACH Layout:C7.5 September 16, 2026 05:29:53pm K:\orl_civil\249631001-new smyrna beach sprouts\CADD\CONST\plansheets\C7.0-GENERAL CONSTRUCTION DETAILS.dwg
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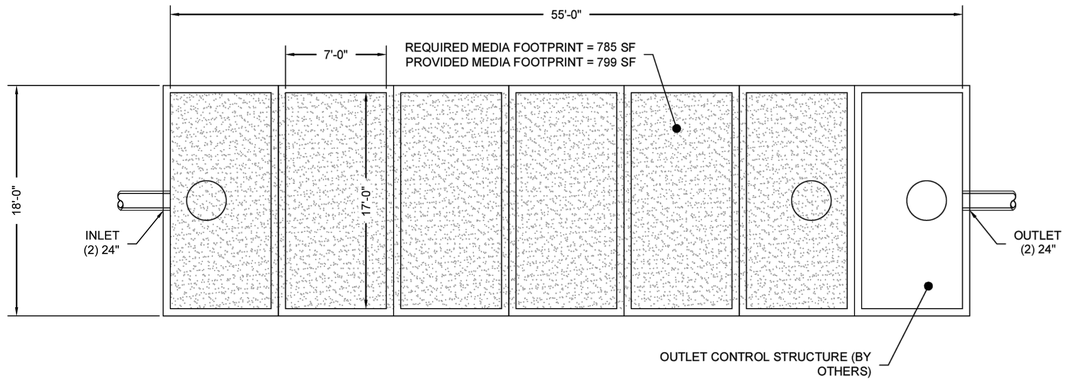
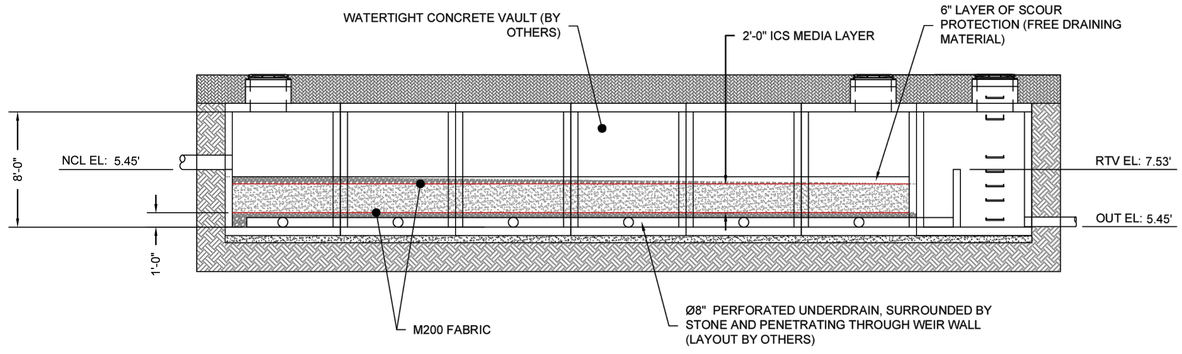
MATERIAL QUANTITIES	
FILTER LENGTH	55 LF
PERFORATED UNDERDRAIN LENGTH	54 LF
SCOUR PROTECTION SECTION AREA	799 SF
SCOUR PROTECTION VOLUME	400 CF
BOLD & GOLD SECTION AREA	799 SF
BOLD & GOLD BANK VOLUME	1,598 CF
#57 STONE UNDERDRAIN STONE SECTION AREA	799 SF
#57 STONE UNDERDRAIN STONE VOLUME	799 CF
M200 SEPARATION GEOTEXTILE	1,818 SF



PLAN VIEW



SECTION VIEW

DATE	INITIALS	DESCRIPTIONS

DEVELOPED BY:

University of Central Florida Stormwater Management Academy "Managed Stormwater is Good Water"

DISTRIBUTED BY:

FERGUSON WATERWORKS

BOLD & GOLD

BIOSORPTION ACTIVATED MEDIA (BAM)

0 10' 20'

DOWNFLOW FILTER
SHOPS OF NEW SMYRNA BEACH
NEW SMYRNA BEACH, FL

DRAWN BY: CRH

DATE: 09/14/2026

SHEET NO.: 1 of 1

THIS DRAWING HAS BEEN PREPARED BASED ON INFORMATION PROVIDED TO FERGUSON WATERWORKS BY THE DESIGN ENGINEER, CONTRACTOR, OR OTHER PROJECT REPRESENTATIVE. THE ENGINEER OF RECORD SHALL REVIEW AND APPROVED THAT THE DEPICTED LAYOUT AND ALL ASSOCIATED DETAILS MEET ALL APPLICABLE REGULATIONS AND PROJECT SPECIFIC REQUIREMENTS.

No.	REVISIONS	DATE	BY

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PHONE: (407) 898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL BRENT A. LENZEN, PE 78537 STATE OF FLORIDA PROFESSIONAL ENGINEER 09/16/2026

KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	BAL

GENERAL CONSTRUCTION DETAILS

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER C7.6

Plotted By:Smith, Russell Sheet Set:SHOPS OF NEW SMYRNA BEACH Layout:C7.6 September 16, 2026 05:29:57pm K:\orl_civil\249631001-new smyrna beach sprouts\CADD\CONST\plansheets\C7.0-GENERAL CONSTRUCTION DETAILS.dwg
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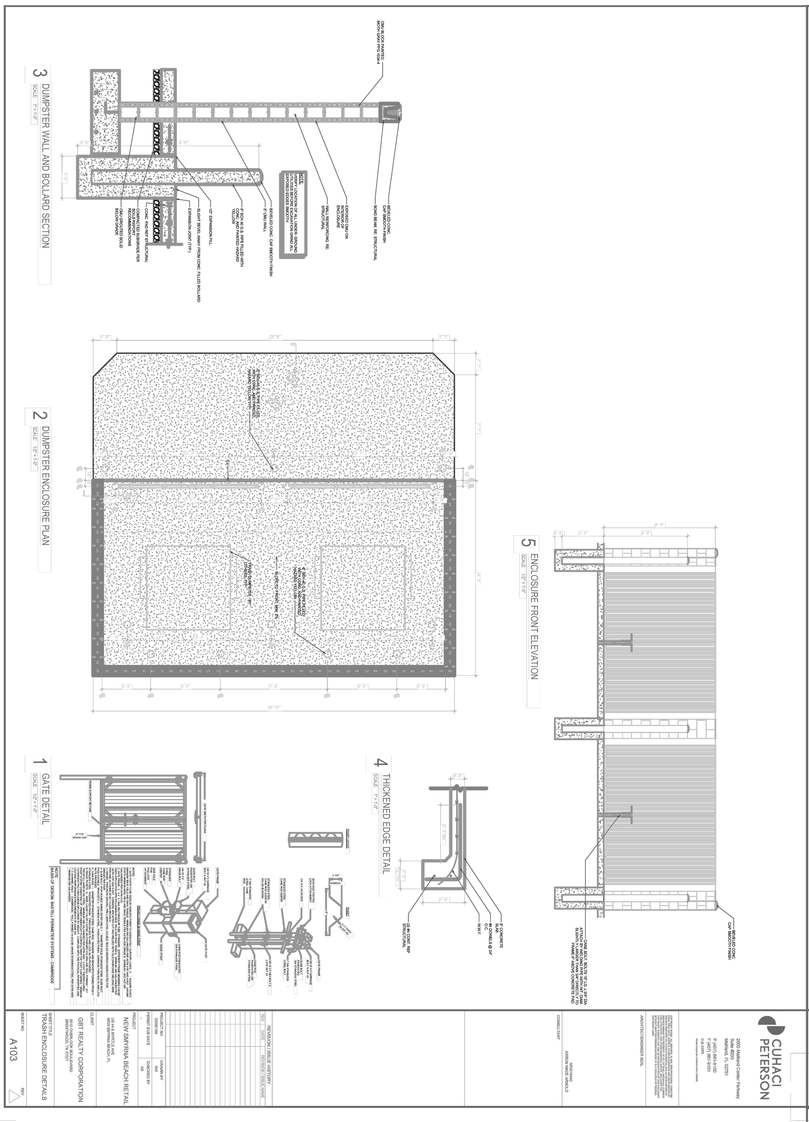

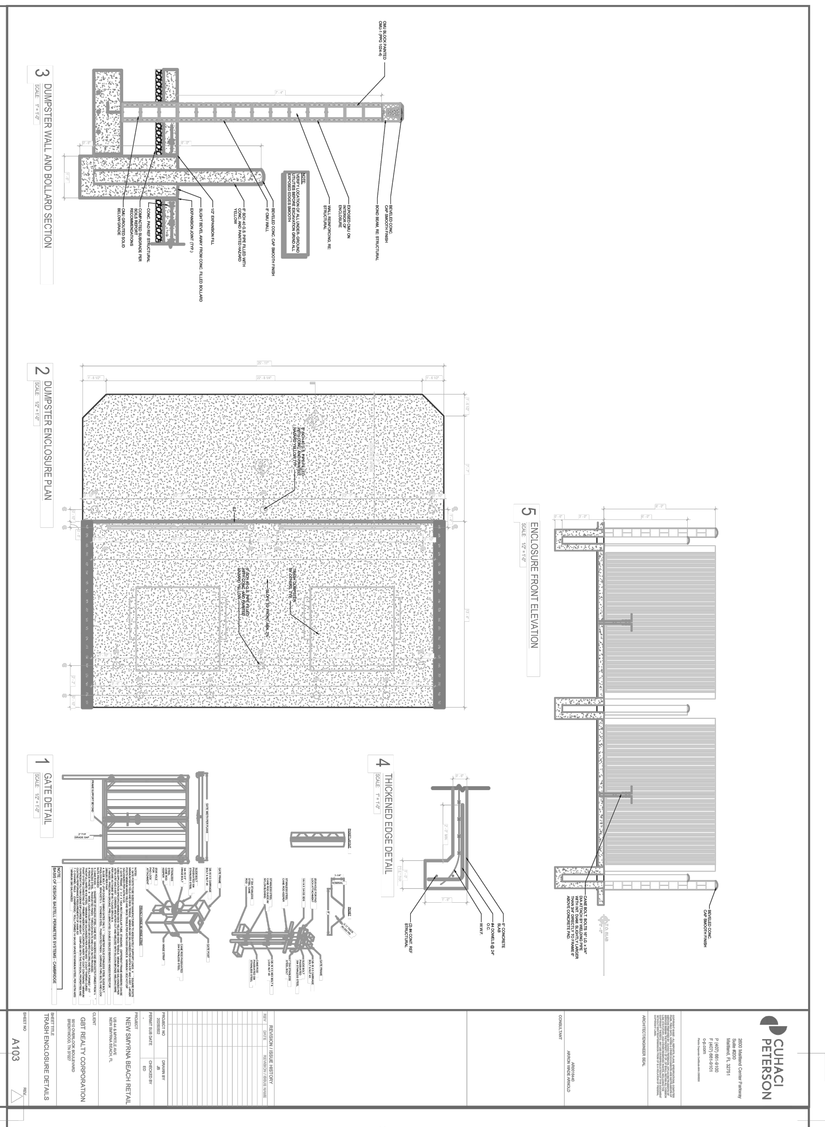

SHEET NUMBER C7.7

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

GENERAL CONSTRUCTION DETAILS

KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	BAL

LICENSED PROFESSIONAL ENGINEER
BRENT A. LENZEN
LICENSE NUMBER 78537
STATE OF FLORIDA
BRENT A LENZEN, PE
DATE: 09/16/2026

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No.	REVISIONS	DATE	BY

Plotted By:Smith, Russell Sheet Set:SHOPS OF NEW SMYRNA BEACH | Layout:C8.0 September 16, 2026 05:30:47pm K:\orl_civil\249631001-new smyrna beach sprouts\CADD\CONST\plansheets\C8.0-CITY DETAILS.dwg
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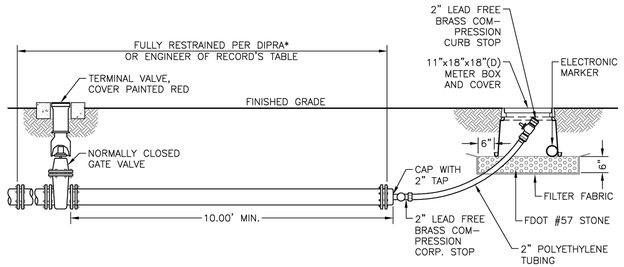
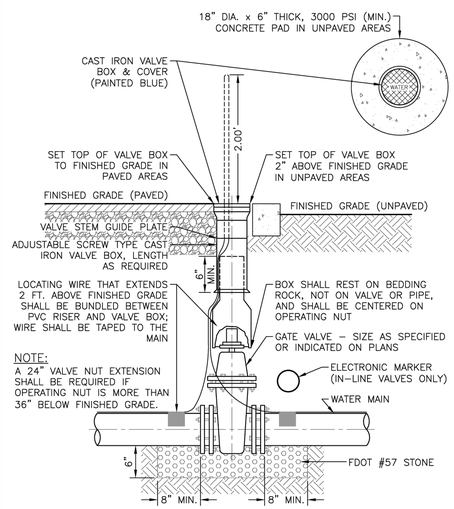


NOTES:
1. DUCTILE IRON PIPE RESEARCH ASSOCIATION
2. FILTER FABRIC SHALL BE MIRAFI N-SERIES NON-WOVEN POLYPROPYLENE GEOTEXTILES

NEW SMYRNA BEACH UTILITIES

BLOW OFF VALVE ASSEMBLY

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-04

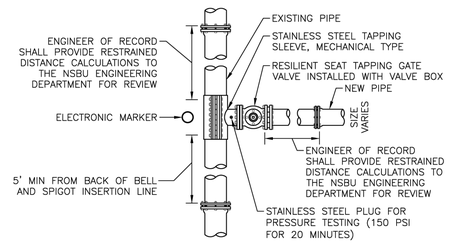


NOTE:
A 24" VALVE NUT EXTENSION SHALL BE REQUIRED IF OPERATING NUT IS MORE THAN 36" BELOW FINISHED GRADE.

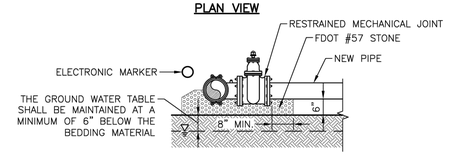
NEW SMYRNA BEACH UTILITIES

GATE VALVE

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-05



PLAN VIEW



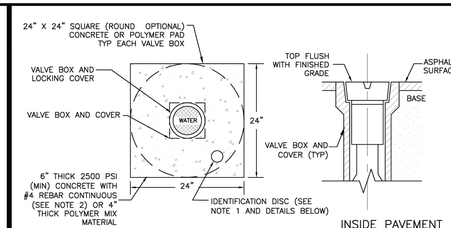
SECTION VIEW

NOTES:
1. FULL LENGTH TAPPING SLEEVE REQUIRED.
2. STAINLESS STEEL TAPPING SLEEVES ARE REQUIRED FOR ALL TYPES OF PIPE MATERIALS.
3. INSTALLATION REQUIRES RESTRAINED JOINTS. IN NO INSTANCE SHALL THRUST BLOCKS BE PERMITTED.
4. REVERSE SIDE AND VERTICAL TAPPING REQUIRES NSBU ENGINEERING DEPARTMENT APPROVAL.
5. VALVES GREATER THAN 4" SHALL BE GEAR ACTUATED.

NEW SMYRNA BEACH UTILITIES

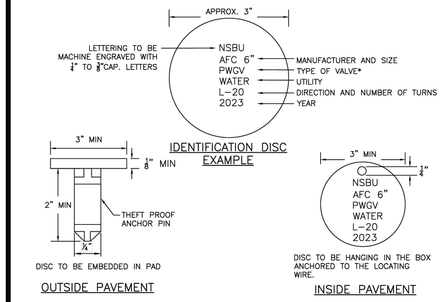
TAPPING SLEEVE AND VALVE

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-06



OUTSIDE PAVEMENT

INSIDE PAVEMENT



IDENTIFICATION DISC EXAMPLE

OUTSIDE PAVEMENT

INSIDE PAVEMENT

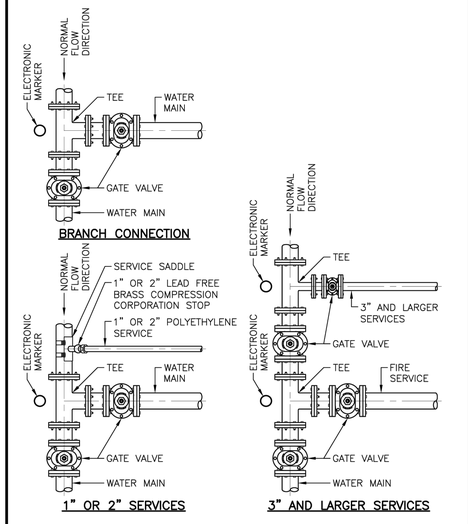
NOTES:
1. BRONZE (OR STAINLESS STEEL) IDENTIFICATION DISC SHALL BE REQUIRED FOR ALL VALVES, EXCEPT HYDRANT VALVES.
2. IN LIEU OF PRECAST CONCRETE PAD, A 6" THICK X 24" (ROUND OR SQUARE) POURED CONCRETE PAD WITH TWO #4 REBAR AROUND PERIMETER MAY BE USED.

*PWGV Potable Water Gate Valve
RWGV Reclaimed Water Gate Valve
SSGV Sanitary Sewer Gate Valve
SSPV Sanitary Sewer Plug Valve

NEW SMYRNA BEACH UTILITIES

VALVE BOX CONCRETE PAD

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-07



BRANCH CONNECTION

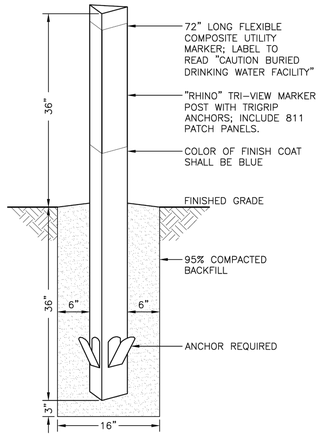
1" OR 2" SERVICES

3" AND LARGER SERVICES

NEW SMYRNA BEACH UTILITIES

VALVE LAYOUT AT TEES AND SERVICES

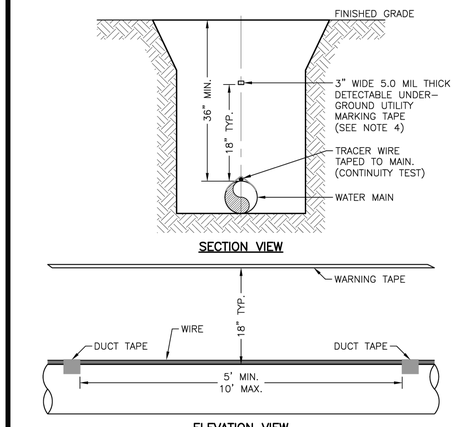
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-08



NEW SMYRNA BEACH UTILITIES

VALVE MARKER

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-09



SECTION VIEW

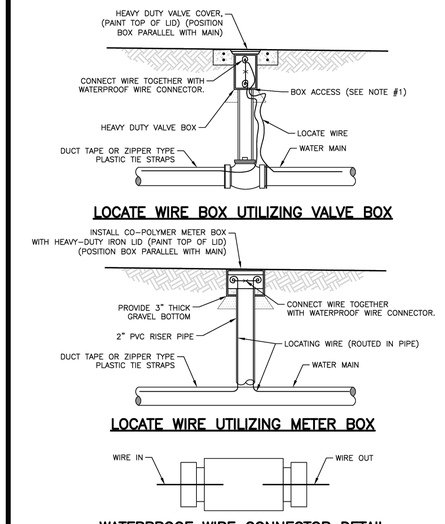
ELEVATION VIEW

NOTES:
1. ALL PIPE SHALL REQUIRE #10 GAUGE (AWG) HIGH-STRENGTH COPPER CLAD STEEL CONDUCTOR (HS-CCS) TRACER WIRE COATED WITH A 30 MIL THICK, HIGH DENSITY POLYETHYLENE (HDPE) INSULATION, AND RATED FOR DIRECT BURIAL USE AT 30 VOLTS LOCATED DIRECTLY ABOVE THE CENTERLINE OF THE PIPE AND TAPED TO THE PIPE AT 5 FT. TO 10 FT. INTERVALS.
2. AT RESTRAINED JOINTS, WRAP TRACER WIRE AROUND ONE LUG.
3. A CONTINUITY TEST SHALL BE PERFORMED IN THE PRESENCE OF THE NSBU
4. UTILITY MARKING TAPE SHALL BE COLOR CODED BLUE FOR POTABLE WATER, PURPLE FOR RECLAIMED WATER, AND GREEN FOR WASTEWATER.

NEW SMYRNA BEACH UTILITIES

PIPE LOCATING WIRE AND TAPE

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-10



LOCATE WIRE BOX UTILIZING VALVE BOX

LOCATE WIRE UTILIZING METER BOX

WATERPROOF WIRE CONNECTOR DETAIL

NOTES:
1. LOCATE WIRE SHALL ENTER THE VALVE BOX THROUGH A "V" CUT IN THE 6" PVC RISER PIPE.
2. LOCATE WIRE SHALL HAVE ENOUGH SLACK TO REACH 4" ABOVE FINAL GRADE AND LOCATE POINTS.
3. LOCATE WIRE CONNECTION SHALL ONLY BE A 2-WAY CONNECTION.

NEW SMYRNA BEACH UTILITIES

PIPE LOCATING WIRE BOX

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-11

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LICENSED PROFESSIONAL ENGINEER BRENT A. LENZEN, PE LICENSE NUMBER 78537 STATE OF FLORIDA

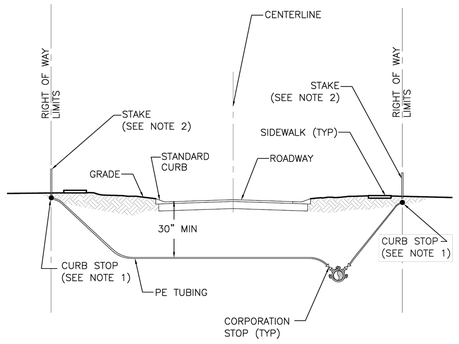
KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	JTP

NEW SMYRNA BEACH UTILITIES DETAILS

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
C8.0

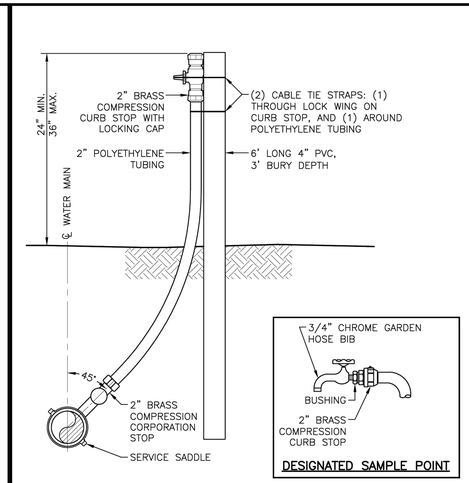


NOTES:
1. CURB STOP SHALL BE INSTALLED ON STREET SIDE OF THE SIDEWALK BETWEEN SIDEWALK AND CURB.
2. CONTRACTOR TO LOCATE CURB STOP BY PLACING A 2" X 2" SQUARE STAKE RISING 24" ABOVE THE GROUND. TOP OF STAKE SHALL BE PAINTED THE COLOR OF THE UTILITY SERVICE AND LABELED WITH THE LOT NUMBER(S) IT SERVES.

NEW SMYRNA BEACH UTILITIES

TYPICAL SERVICE STUB OUT

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-14

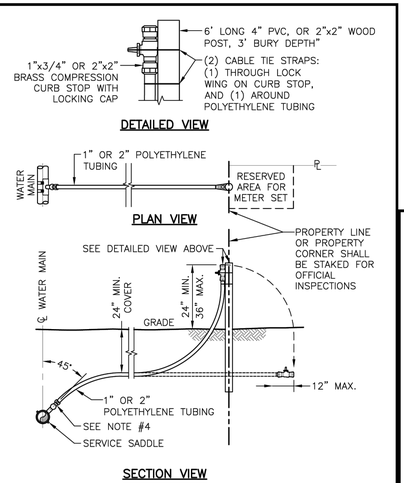


NOTE:
ALL FITTINGS SHALL BE LEAD FREE BRASS.

NEW SMYRNA BEACH UTILITIES

TEST SERVICE STUB OUT

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-15

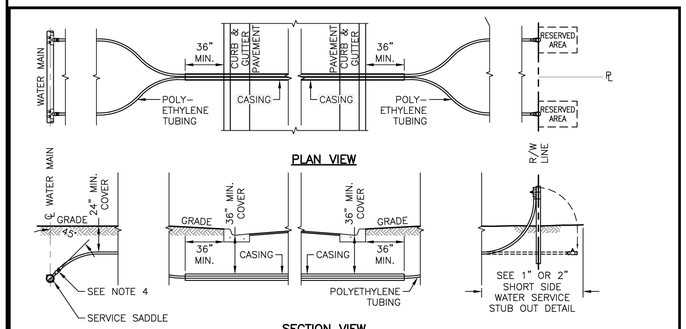


NOTES:
1. APPLIES TO NEW CONSTRUCTION ONLY.
2. ALL FITTINGS SHALL BE LEAD FREE BRASS.
3. ATTACH WATER SERVICE TO POST AS SHOWN ABOVE.
4. 1" TAPS REQUIRE A BRASS COMPRESSION CORPORATION STOP. 2" AND LARGER REQUIRE A GATE VALVE.
5. CONTRACTOR SHALL PROVIDE CURB STOP LOCK.

NEW SMYRNA BEACH UTILITIES

1" OR 2" SHORT SIDE WATER SERVICE STUB OUT

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-16



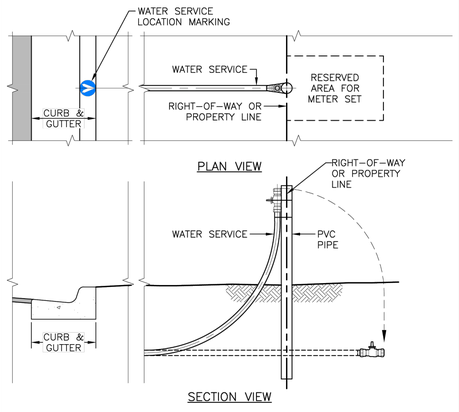
NOTES:
1. APPLIES TO NEW CONSTRUCTION ONLY.
2. ALL UNDER ROAD SERVICES IN NEW DEVELOPMENTS SHALL BE IN 4" SCHEDULE 40 PVC CASINGS WITH THE EXCEPTION OF DOUBLE 2" SERVICES WHICH REQUIRE A 6" CASING.
3. ALL FITTINGS SHALL BE LEAD FREE BRASS.
4. 1" TAPS REQUIRE A BRASS COMPRESSION CORPORATION STOP. 2" AND LARGER REQUIRE A GATE VALVE.
5. CONTRACTOR SHALL PROVIDE CURB STOP LOCK.

NEW SMYRNA BEACH UTILITIES

1" OR 2" LONG SIDE WATER SERVICE STUB OUT

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-17

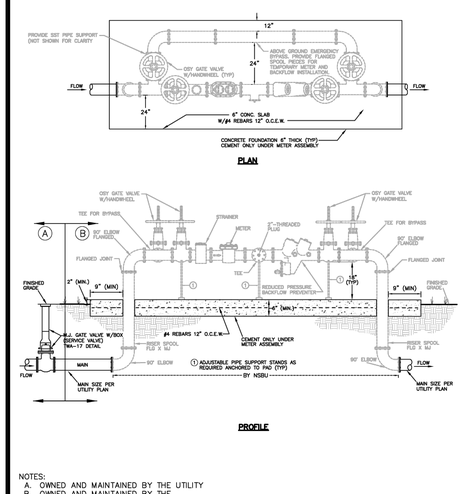
1" OR 2" POTABLE WATER SERVICES SHALL TERMINATE WITH A CURB STOP STUBBED 2' TO 3' ABOVE FINISHED GRADE SUPPORTED BY A 6' LONG 4" DIAMETER PVC PIPE, OR 2"x2" WOOD POST, SECURED WITH CABLE TIE STRAPS, BE SAW CUT MARKED WITH A 'V' IN CURBS OR AT EDGE OF PAVEMENT PAINTED BLUE AND BE INSTALLED IN A CASING UNDER ROADWAYS.



NEW SMYRNA BEACH UTILITIES

POTABLE WATER SERVICE LOCATION MARKING

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-18



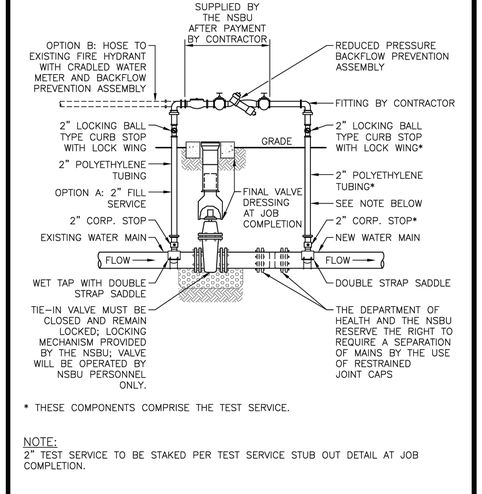
NOTES:
A. OWNED AND MAINTAINED BY THE UTILITY
B. OWNED AND MAINTAINED BY THE DEVELOPER/ OWNER

1. METER, GATE VALVES, WYE STRAINER, AND PIPE SUPPORTS WILL BE PAID FOR BY DEVELOPER AND INSTALLED BY CONTRACTOR.
2. GALVANIZED PIPE IS NOT ALLOWED.
3. INSTALL PROTECTIVE BOLLARD(S) AS REQUIRED BY THE NSBU. MAINTAIN A MINIMUM OF 3' CLEARANCE FREE OF ALL PLANTINGS & STRUCTURES AROUND METER/BACKFLOW ASSEMBLY.
4. BACKFLOW ASSEMBLY AND/OR LOR METER PROVIDED BY NSBU UPON PAYMENT.

NEW SMYRNA BEACH UTILITIES

BACKFLOW ASSEMBLY 3 – INCH AND LARGER

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-19



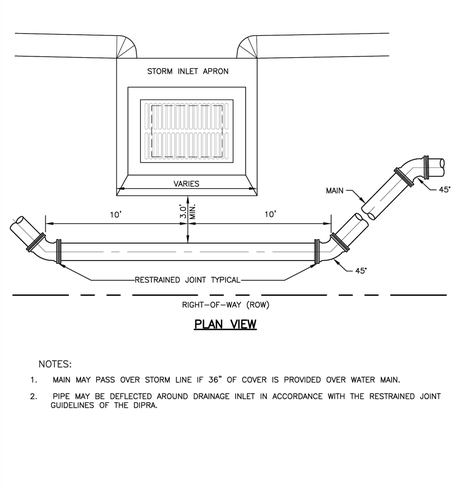
* THESE COMPONENTS COMPRISE THE TEST SERVICE.

NOTE:
2" TEST SERVICE TO BE STAKED PER TEST SERVICE STUB OUT DETAIL AT JOB COMPLETION.

NEW SMYRNA BEACH UTILITIES

TEMPORARY CONSTRUCTION METER CONNECTION

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-20



NOTES:
1. MAIN MAY PASS OVER STORM LINE IF 36" OF COVER IS PROVIDED OVER WATER MAIN.
2. PIPE MAY BE DEFLECTED AROUND DRAINAGE INLET IN ACCORDANCE WITH THE RESTRAINED JOINT GUIDELINES OF THE DIPRA.

NEW SMYRNA BEACH UTILITIES

WATER MAIN INSTALLATION BETWEEN STORM INLET AND RIGHT-OF-WAY (ROW)

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-21

No.	REVISIONS	DATE	BY

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LICENSED PROFESSIONAL ENGINEER BRENT A. LENZEN, PE 70537 STATE OF FLORIDA

KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	JTP

NEW SMYRNA BEACH UTILITIES DETAILS

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
C8.1

Plotted By:Smith, Russell Sheet Set:SHOPS OF NEW SMYRNA BEACH Layout:C8.1 September 16, 2026 05:30:52pm K:\orl_civil\249631001-new smyrna beach sprouts\CADD\CONST\plansheets\C8.0-CITY DETAILS.dwg
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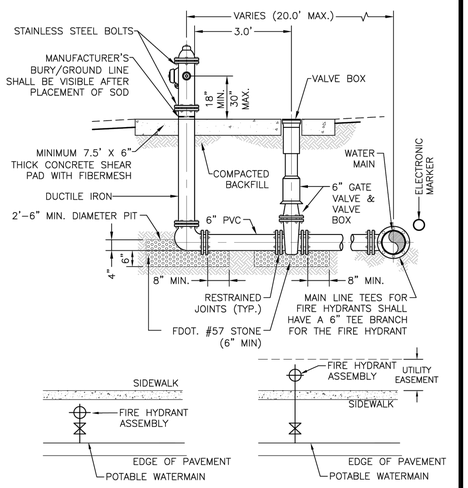
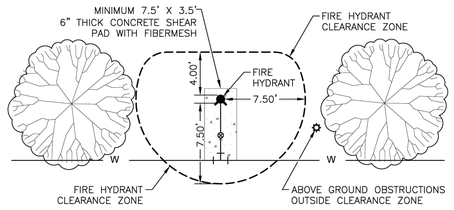


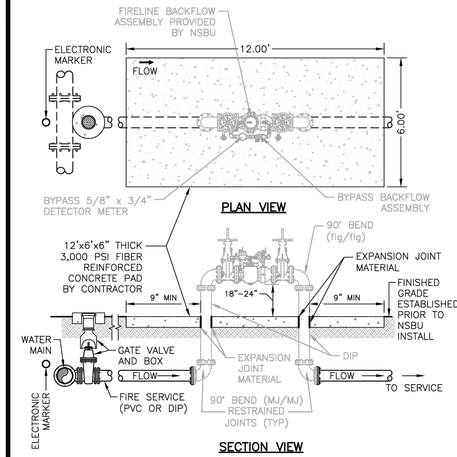
NOTES:
1. HYDRANT MUST BE LOCATED ON THE SAME SIDE OF THE ROAD OR PARKING LOT AS THE WATER MAIN, OUTSIDE THE CLEAR RECOVERY ZONE OF THE TRAVEL WAY, AND A MINIMUM OF 2' FROM SIDEWALK EDGE.
2. HYDRANT MUST HAVE A CLOSED WEEP HOLE.

NEW SMYRNA BEACH UTILITIES	
FIRE HYDRANT ASSEMBLY	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-22



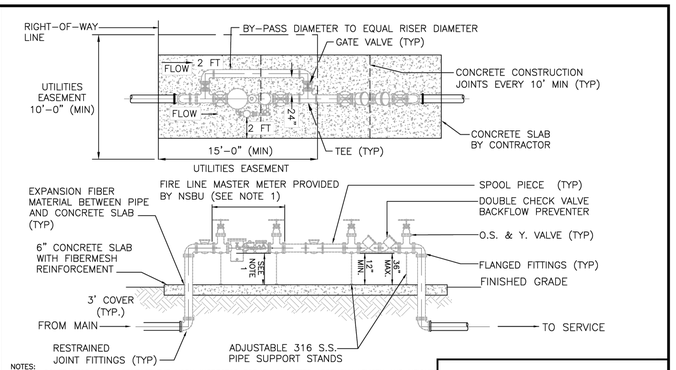
NOTES:
1. CLEAR ZONE: NO ABOVE GROUND OBSTRUCTIONS GREATER THAN 8" IN HEIGHT. GROUND COVER SHALL BE ALLOWED ADJACENT TO THE FIRE HYDRANT.
2. HYDRANT SHALL BE MIN. 3' AWAY FROM THE CURB

NEW SMYRNA BEACH UTILITIES	
FIRE HYDRANT CLEARANCE ZONE	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-23



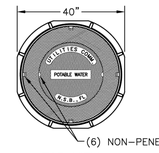
NOTES:
1. UTILITY EASEMENT REQUIRED FOR BY-PASS METER READING. MINIMUM EASEMENT IS 10' BY 15'
2. SERVICES SHALL BE DIP FROM THE POINT OF CONNECTION AT THE MAIN TO THE METER ASSEMBLY IF THE MAIN IS ON THE SAME SIDE OF THE STREET AS ASSEMBLY. IF THE MAIN IS ON THE OPPOSITE SIDE OF STREET AS ASSEMBLY, A MINIMUM OF ONE SEGMENT OF PIPE IMMEDIATELY UPSTREAM FROM THE METER ASSEMBLY SHALL BE DIP.
3. ALL HARDWARE SHALL BE 316 STAINLESS STEEL.
4. ALL EXPOSED PIPE SHALL BE FLANGED DUCTILE IRON PIPE.
5. BACKFLOW ASSEMBLY AND/OR METER PROVIDED BY NSBU UPON PAYMENT

NEW SMYRNA BEACH UTILITIES	
FIRE SERVICE DOUBLE CHECK DETECTOR ASSEMBLY	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-24

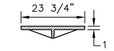


NOTES:
1. THE CONTRACTOR SHALL CONTACT THE NSBU INSPECTOR FOR EXACT METER ASSEMBLY LENGTH AND HEIGHT REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL PIPE, FITTINGS AND APPURTENANCES, EXCEPT FOR THE METER ASSEMBLY, WHICH SHALL BE PROVIDED BY THE NSBU.
2. ALL ABOVE GROUND PIPE SHALL BE FLANGED DUCTILE IRON.
3. PAINT ASSEMBLY IN ACCORDANCE WITH THIS MANUAL.
4. SERVICES 4-INCH AND LARGER SHALL BE DIP FROM THE POINT OF CONNECTION TO THE MAIN TO THE METER ASSEMBLY IF THE MAIN IS ON THE SAME SIDE OF THE STREET AS THE ASSEMBLY. IF THE MAIN IS ON THE OPPOSITE SIDE OF THE STREET AS THE ASSEMBLY, A MINIMUM OF ONE SEGMENT OF PIPE IMMEDIATELY UPSTREAM FROM THE METER ASSEMBLY SHALL BE DIP.
5. ALL FLANGES: PIPE, VALVES AND APPURTENANCES SHALL HAVE 316 S.S. HARDWARE.
6. BACKFLOW ASSEMBLY AND LOR METER PROVIDED BY NSBU UPON PAYMENT

NEW SMYRNA BEACH UTILITIES	
FIRE SERVICE MASTER METER ASSEMBLY	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-25

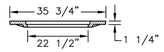


TOP VIEW



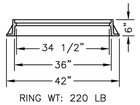
COVER WT: 145 LB

U.S. FOUNDRY CE INNER COVER



COVER WT: 220 LB

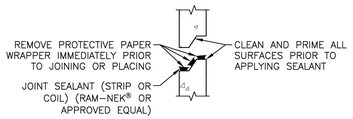
U.S. FOUNDRY CR OUTER COVER



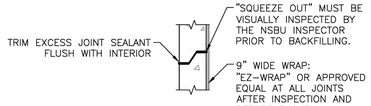
RING WT: 220 LB

U.S. FOUNDRY 667 RING

NEW SMYRNA BEACH UTILITIES	
VAULT STRUCTURE RING AND COVER	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-26



APPLICATION OF SEALANT



CLOSED JOINT

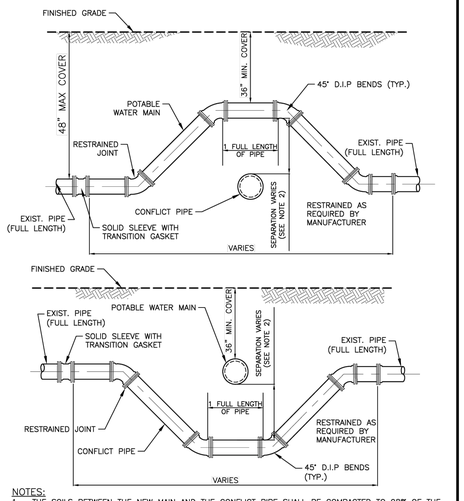
NEW SMYRNA BEACH UTILITIES	
JOINT SEALANT	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-27

SEPARATION REQUIREMENTS FOR
WATER, WASTEWATER AND RECLAIMED WATER MAINS

PROPOSED UTILITY	POTABLE WATER			WASTEWATER GRAVITY AND FORCE MAIN			RECLAIMED WATER			VACUUM SEWER		
CONFLICTING UTILITY	HORIZ.	VERT.	JOINT* SPACING	HORIZ.	VERT.	JOINT* SPACING	HORIZ.	VERT.	JOINT* SPACING	HORIZ.	VERT.	JOINT* SPACING
POTABLE WATER	3' NOTE 1	12"	3' NOTE 2	6' TO 10'	12" NOTE 5	6' NOTE 2	3'	12"	6' NOTE 2	3' TO 10'	12"	3' NOTE 2
RECLAIMED WATER	3'	12"	6' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3'	12"	6' NOTE 2	3' NOTE 1	12"	3' NOTE 2
WASTEWATER (GRAVITY AND FORCE MAIN)	6' TO 10'	12"	6' NOTE 2	3' NOTE 1	12"	6"	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2
VACUUM SEWER	3' TO 10'	12"	3' NOTE 2	3' NOTE 1	12"	6"	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2
RIGHT OF WAY	3' NOTE 1	N/A	N/A	3' NOTE 1	N/A	N/A	3' NOTE 1	N/A	N/A	3' NOTE 1	N/A	N/A
STORM SEWERS	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2
GAS	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2
TREES	3'-6'	N/A	N/A	3'-6'	N/A	N/A	3'-6' NOTE 1	N/A	N/A	3'-6'	N/A	N/A
ALL OTHER UTILITIES	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2

NOTES:
1. THIS SEPARATION REQUIREMENT IS TO PROVIDE ACCESSIBILITY FOR CONSTRUCTION AND MAINTENANCE. THREE FEET OF HORIZONTAL SEPARATION IS THE MINIMUM FOR PIPES WITH THREE FEET OF COVER. FOR PIPES INSTALLED AT GREATER DEPTH, PROVIDE AN ADDITIONAL FOOT OF SEPARATION FOR EACH ADDITIONAL FOOT OF DEPTH.
2. MINIMUM JOINT SPACING REQUIREMENT FROM A UTILITY CROSSING WHILE STILL MAINTAINING MINIMUM HORIZONTAL SEPARATION.
3. DISTANCES GIVEN ARE FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE.
4. NO WATER PIPE SHALL PASS THROUGH OR COME INTO CONTACT WITH ANY PART OF SANITARY OR STORM WATER MANHOLES OR STRUCTURES.
5. WATER MAIN SHOULD CROSS ABOVE OTHER PIPES WHENEVER POSSIBLE. WHEN WATER MAIN MUST BE BELOW OTHER UTILITY PIPING, THE MINIMUM SEPARATION SHALL BE 12 INCHES.

NEW SMYRNA BEACH UTILITIES	
UTILITY SEPARATION	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-28



NOTES:
1. THE SOILS BETWEEN THE NEW MAIN AND THE CONFLICT PIPE SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY THE LABORATORY MODIFIED PROCTOR TEST, ASTM D1557.
2. FOR MINIMUM VERTICAL SEPARATION REQUIREMENTS SEE DETAIL PW-28.
3. LOCATING WIRE REQUIRED. SEE DETAIL PW-10.
4. MINIMUM 36-INCH AND MAXIMUM 48-INCH COVER SHALL BE REQUIRED FOR ALL PIPES UNLESS OTHERWISE STATED.
5. IF UTILITY CONFLICT IS LOCATED IN A NON-TRAFFIC AREA (NO TRAFFIC LOADS), THEN THE MINIMUM COVER MAY BE REDUCED TO 24 INCHES IN THE AREA OF THE CONFLICT.
6. ADDITIONAL RESTRAINTS MAY BE REQUIRED FOR VERTICAL BENDS.
7. INSTALL RESTRAINED JOINTS, AS REQUIRED, FROM DEFLECTION POINT IN BOTH DIRECTIONS (20' MIN.).
8. ALL DEFLECTIONS SHALL BE DIP.

NEW SMYRNA BEACH UTILITIES	
WATER MAIN CROSSING	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-29

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LICENSE NUMBER 70853
STATE OF FLORIDA
PROFESSIONAL ENGINEER

KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	JTP

NEW SMYRNA BEACH
UTILITIES DETAILS

SHOPS OF NEW SMYRNA BEACH
NEW SMYRNA BEACH FL

SHEET NUMBER
C8.2

Plotted By:Smith, Russell Sheet Set:SHOPS OF NEW SMYRNA BEACH Layout:C8.2 September 16, 2026 05:30:59pm K:\orl_civil\249631001-new smyrna beach sprouts\CADD\CONSTplansheets\C8.0-CITY DETAILS.dwg
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RESTRAINED PIPE TABLE
WATER AND RECLAIMED WATER MAINS

MINIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S)

TYPE	PIPE SIZE									
	PVC					DIP				
	4"	6"	8"	10"	12"	16"	20"	24"	30"	36"
90° BEND	19	25	33	39	45	46	55	64	75	86
45° BEND	8	11	14	16	19	19	23	27	31	36
22-1/2° BEND	4	5	8	9	10	10	11	13	15	17
11-1/4° BEND	3	3	4	5	5	5	6	7	8	9
PLUG OR BRANCH OF TEE	33	45	59	70	83	84	102	119	142	164
VALVE	27	38	49	59	68	69	83	97	116	133
REDUCER	VARIES BY SIZE; TO BE DETERMINED BY THE DESIGN ENGINEER.									

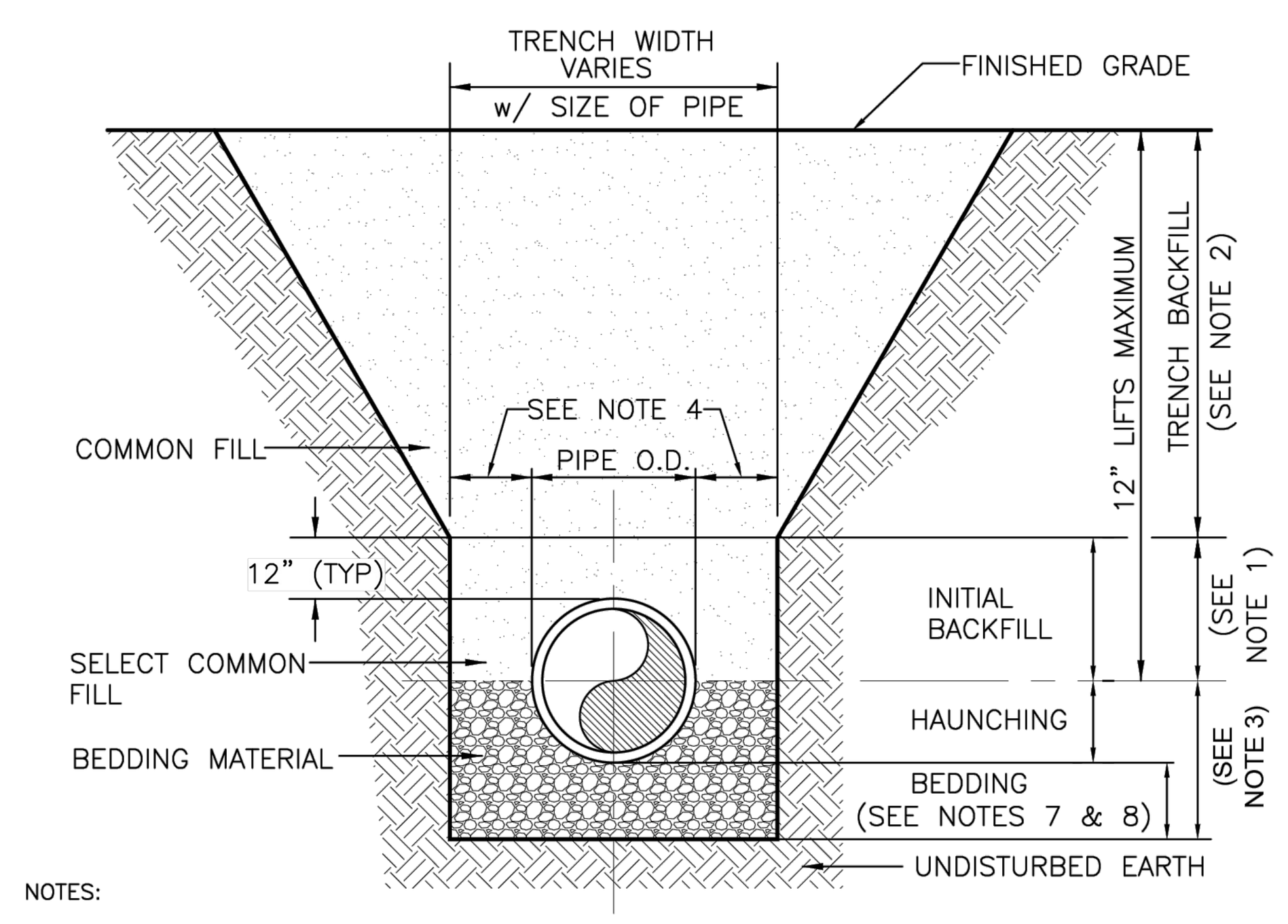
NOTES:
1. FITTINGS SHALL HAVE RESTRAINED JOINTS UNLESS OTHERWISE INDICATED.
2. INSTALL FULL LENGTH JOINTS WITH TOTAL LENGTH EQUAL TO OR GREATER THAN LENGTH SHOWN IN THE TABLE.
3. WHERE TWO OR MORE FITTINGS ARE IN SERIES, SELECT FITTING RESTRAINT LENGTH THAT YIELDS THE LONGEST RESTRAINT DISTANCE.
4. ALL INLINE VALVES SHALL BE RESTRAINED.
5. WHERE INTERNAL RESTRAINED JOINTS ARE USED, THE ENTIRE BELL SHALL BE PAINTED RED.
6. LENGTHS SHOWN IN THE TABLE WERE CALCULATED IN ACCORDANCE WITH PROCEDURES OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" GUIDELINES PUBLISHED BY DIPRA, USING THE ASSUMPTIONS SHOWN BELOW:

WORKING PRESSURE: 150 PSI
SOIL DESIGNATION: SM (SAND SILT)
LAYING CONDITIONS: 3
DEPTH OF COVER: 3 FT
SAFETY FACTOR: 1.5
CONVERSION FACTOR FOR PVC PIPE: 1.25

*SAFETY FACTOR AND PVC CONVERSION FACTOR ALREADY APPLIED TO TABLE.

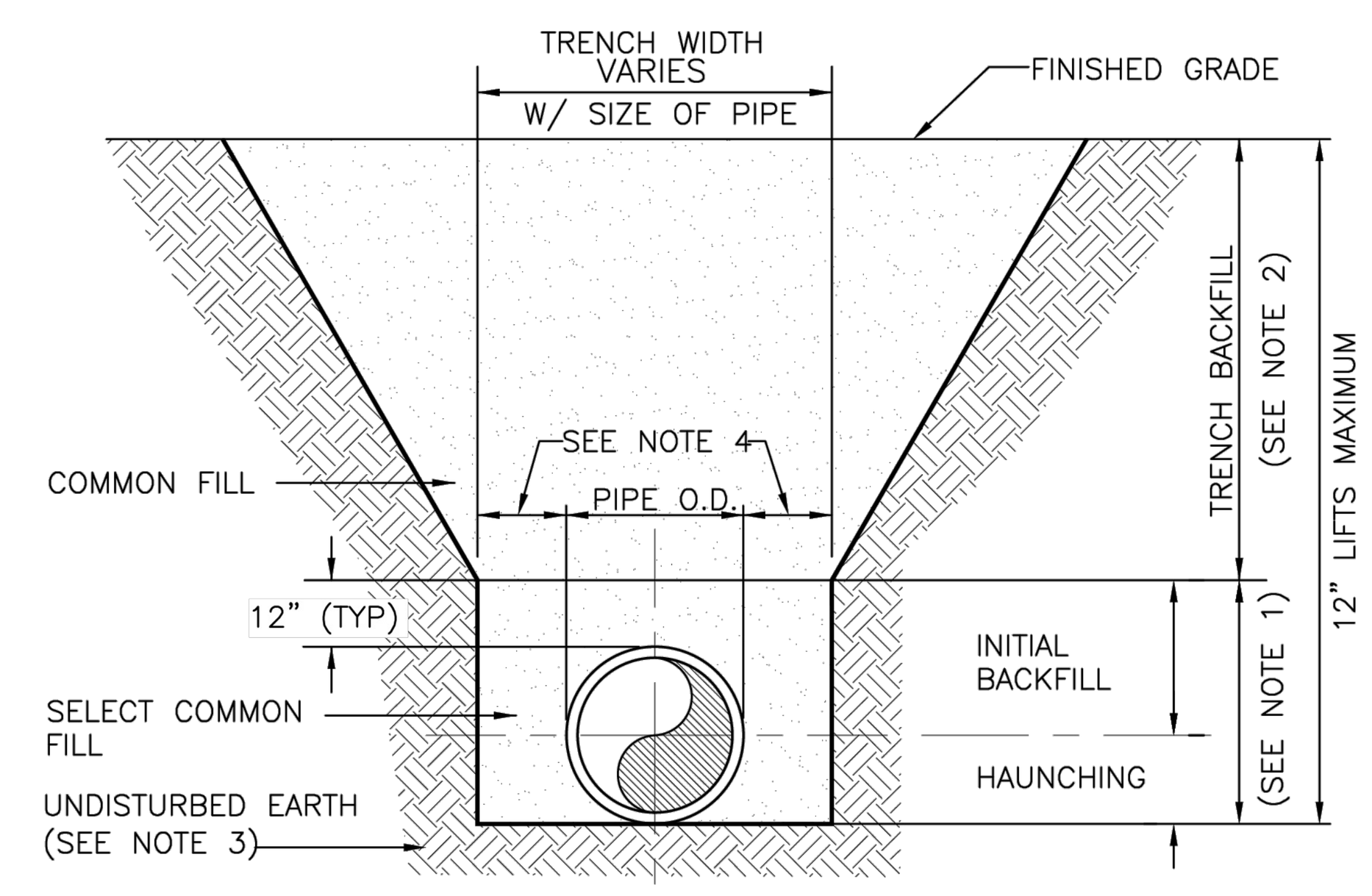
7. THE DESIGN ENGINEER SHALL INCREASE THE VALUES IN THE TABLE AS WARRANTED BY SITE-SPECIFIC SOIL DESIGNATIONS, LAYING CONDITIONS, PIPE MATERIAL, ETC. FOR DIP ENCASED IN POLYETHYLENE, INCREASE THE GIVEN VALUE BY A FACTOR OF 1.25.
8. ALL THE JOINTS WITHIN THE CALCULATED LENGTH MUST BE RESTRAINED.
9. IF DISTANCE BETWEEN FITTINGS IS LESS THAN OR EQUAL TO THE CALCULATED RESTRAINT LENGTH, RESTRAIN ALL JOINTS BETWEEN THOSE FITTINGS.

NEW SMYRNA BEACH UTILITIES
RESTRAINED PIPE TABLE (WATER AND RECLAIMED WATER MAINS)
SCALE: NTS | SHEET 1 OF 1
DATE: 10/2023
REV. | **PW-30**



NOTES:
1. INITIAL BACKFILL: SELECT COMMON FILL COMPACTED TO 95% (98% UNDER PAVEMENT) OF THE MAXIMUM DENSITY PER AASHTO T-180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% (98% UNDER PAVEMENT) OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
3. TYPE A BEDDING MATERIAL SHALL CONFORM TO FDOT NO. 57 AGGREGATE.
4. 15" MAX. (12" MIN.) FOR PIPE DIAMETER LESS THAN 24" AND 24" MAX (18" MIN) FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
7. BEDDING DEPTH SHALL BE 4" MINIMUM FOR PIPE DIAMETER UP TO 12" AND 6" MINIMUM FOR PIPE DIAMETER 16" AND LARGER.
8. DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING ROCK BELOW THE PIPE. NSBU SHALL DETERMINE IN THE FIELD REQUIRED REMOVAL OF UNSUITABLE MATERIAL TO REACH SUITABLE FOUNDATION.
9. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN NSBU RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.

NEW SMYRNA BEACH UTILITIES
BEDDING AND TRENCHING – TYPE A
SCALE: NTS | SHEET 1 OF 1
DATE: 10/2023
REV. | **PW-32**

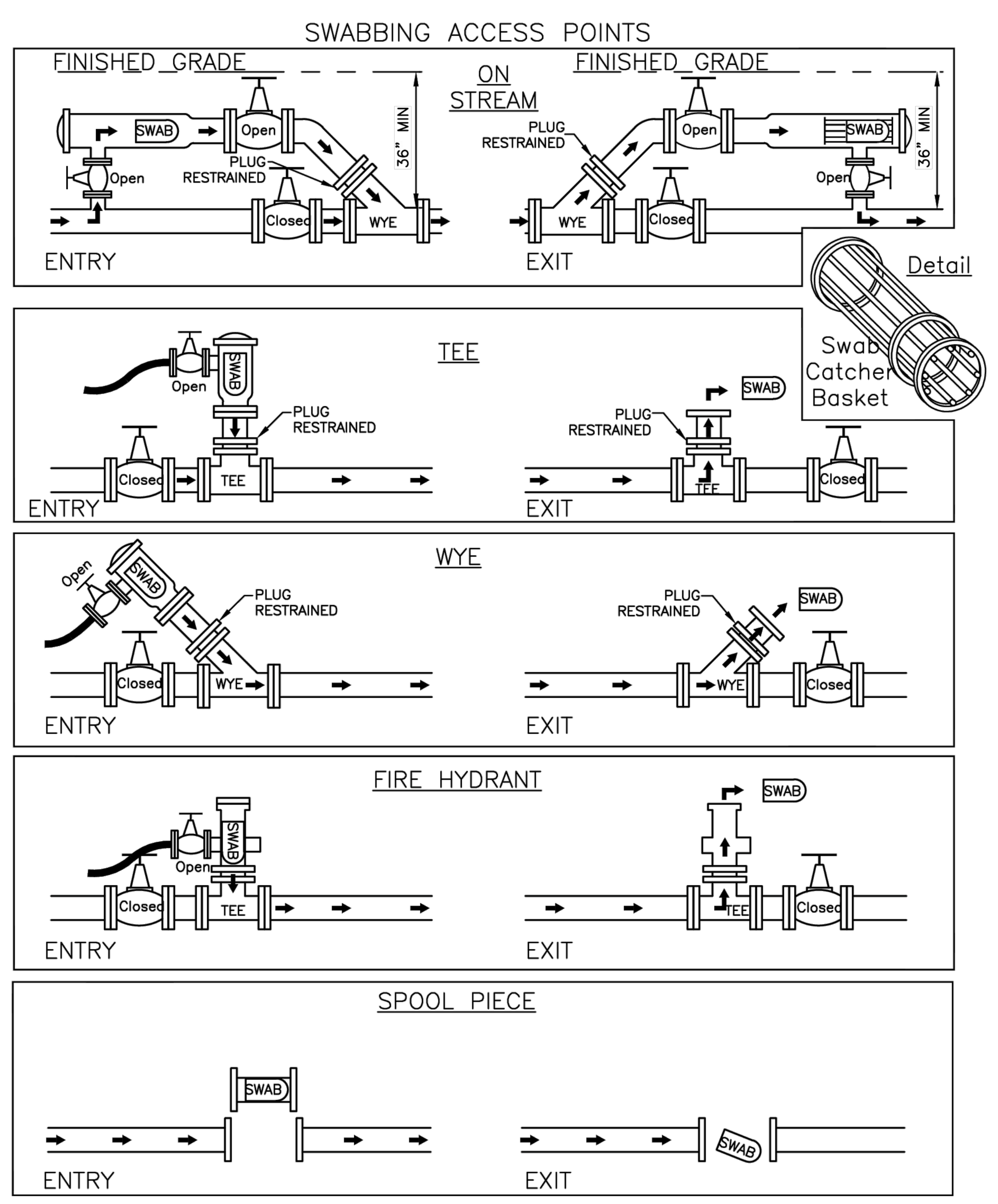


NOTES:
1. INITIAL BACKFILL AND HAUNCHING: SELECT COMMON FILL COMPACTED TO 95% (98% UNDER PAVEMENT) OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% (98% UNDER PAVEMENT) OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE A BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY NSBU.
4. 15" MAX. (12" MIN.) FOR PIPE DIAMETER LESS THAN 24" AND 24" MAX (18" MIN) FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
7. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN NSBU RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.

NEW SMYRNA BEACH UTILITIES
BEDDING AND TRENCHING – TYPE B
SCALE: NTS | SHEET 1 OF 1
DATE: 10/2023
REV. | **PW-33**

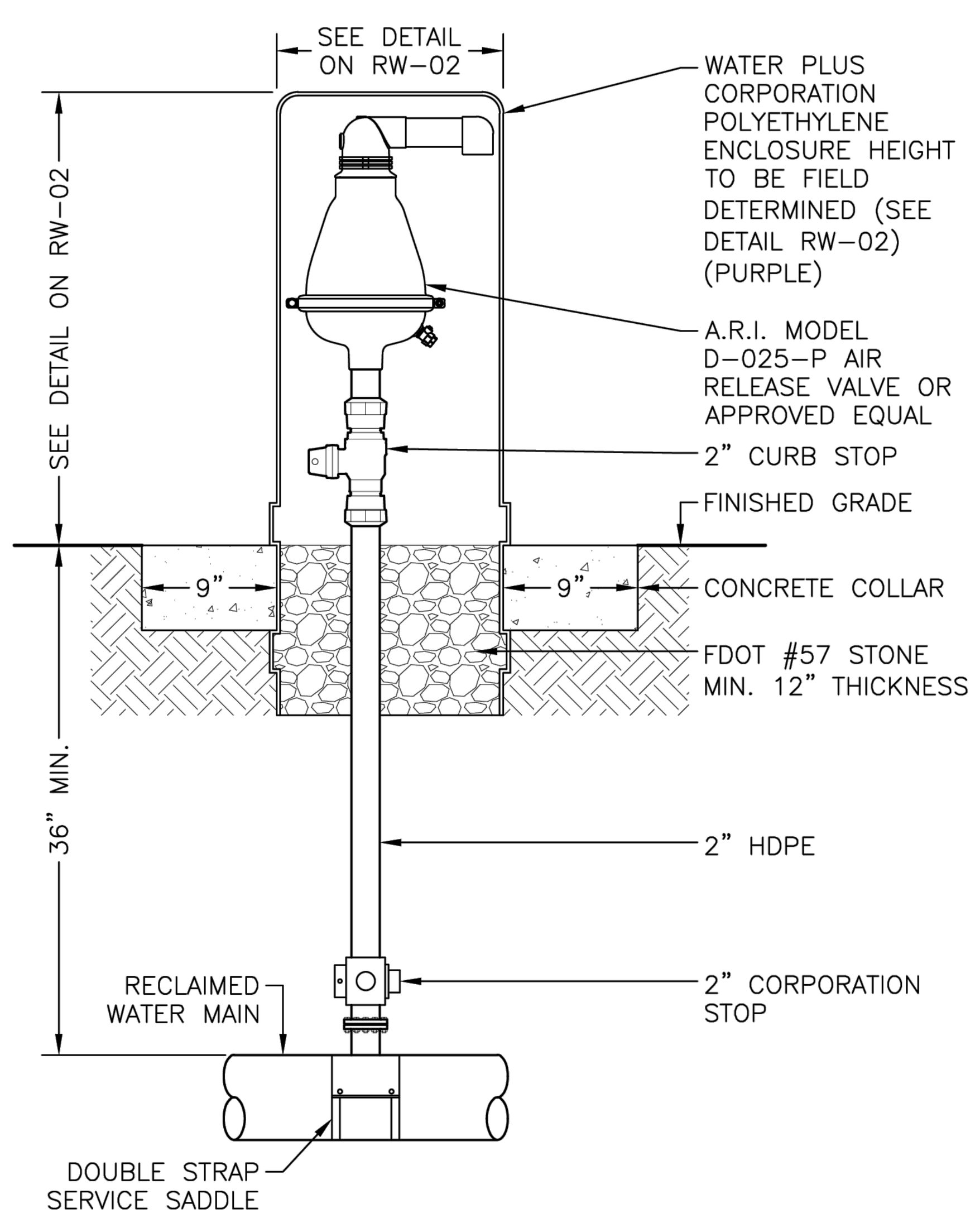
NSBU GENERAL NOTES:
1. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN EXCAVATING IN PROXIMITY OF WATER MAINS, WASTEWATER FORCE MAINS, GRAVITY MAINS AND RECLAIMED WATER MAINS. MAINS LOCATIONS SHOWN ON PLANS MAY NOT BE EXACT. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING EXISTING UTILITY LOCATIONS.
2. SHOULD A PIPE EMERGENCY OCCUR, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE NEW SMYRNA BEACH UTILITIES (NSBU) DISPATCH OPERATOR (386-427-1368) AND THE NSBU INSPECTOR.
3. THE CONTRACTOR SHALL NOTIFY THE NSBU ENGINEERING INSPECTOR AT LEAST SEVEN DAYS PRIOR TO COMMENCEMENT OF THE CONSTRUCTION PROJECT.
4. THE CONTRACTOR SHALL NOTIFY THE NSBU ENGINEERING INSPECTOR AT LEAST 48 HOURS PRIOR TO ANY UTILITIES CONSTRUCTION.
5. THE MATERIALS, PRODUCTS, AND CONSTRUCTION OF ALL UTILITIES CONNECTING TO THE NSBU SYSTEM SHALL BE IN CONFORMANCE WITH THE NSBU RULES, DESIGN, AND CONSTRUCTION SPECIFICATIONS.
6. ALL NSBU MAINS AND FACILITIES WITHIN THE LIMITS OF THE PROJECT SHALL BE SUPPORTED AND PROTECTED AGAINST DAMAGE DURING CONSTRUCTION.
7. THE CONTRACTOR, AT THE CONTRACTOR'S EXPENSE, SHALL IMMEDIATELY REPAIR ALL DAMAGE TO NSBU MAINS AND FACILITIES. IF THE REPAIR IS NOT MADE IN A TIMELY MANNER, AS DETERMINED BY NSBU, NSBU MAY PERFORM REQUIRED REPAIRS AND CLEANUP. THE CONTRACTOR WILL BE CHARGED FOR ALL EXPENSES ASSOCIATED WITH THE REPAIR.
8. THE CONTRACTOR SHALL ADJUST ALL EXISTING NSBU MAINS AND FACILITIES IN CONFLICT WITH NEW GRADE, NEW OR ALTERED ROADWAYS, SIDEWALKS, DRIVEWAYS, OR STORM WATER IMPROVEMENTS. NSBU FACILITIES TO BE ADJUSTED INCLUDE, BUT ARE NOT LIMITED TO, PIPELINES, PUMP STATIONS, VALVE BOXES, AIR RELEASE VALVES, FIRE HYDRANTS, MANHOLE COVERS, AND METERS.
9. ONLY NSBU PERSONNEL SHALL OPERATE NSBU WATER, WASTEWATER, AND RECLAIMED WATER VALVES. THE CONTRACTOR SHALL COORDINATE VALVE OPERATION WITH THE NSBU INSPECTOR. FOR OPERATION OF MAINS NOT OWNED BY NSBU, IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH THE APPROPRIATE UTILITY REPRESENTATIVE.
10. CONSTRUCTION ACTIVITIES SHALL NOT CAUSE INTERRUPTIONS IN WATER, WASTEWATER, OR RECLAIMED WATER SERVICE. THE CONTRACTOR SHALL COORDINATE PRE-APPROVED INTERRUPTIONS OF SERVICE WITH THE NSBU INSPECTOR 7 WORKING DAYS IN ADVANCE.
11. ALL VALVES INSTALLED AS PART OF THIS CONSTRUCTION PROJECT SHALL REMAIN CLOSED DURING CONSTRUCTION. KEEP VALVES ON ALL WET TAPS CLOSED UNTIL CLEARED BY FDEP. DO NOT CONNECT NEWLY CONSTRUCTED WATER MAINS TO ANY EXISTING WATER MAINS UNLESS CLEARED BY FDEP AND NSBU.
12. THE CONTRACTOR SHALL PROVIDE A JUMPER ASSEMBLY WITH A BACKFLOW PREVENTER FOR MAKING TEMPORARY CONNECTIONS TO AN EXISTING POTABLE WATER SOURCE IN ORDER TO CHLORINATE AND FLUSH NEW WATER MAINS WITH POTABLE WATER. ANY TEMPORARY POTABLE WATER CONNECTIONS TO RECLAIMED WATER OR FORCE MAIN SHALL ALSO BE EQUIPPED WITH A BACKFLOW PREVENTER.
13. FOR PVC PIPE THAT WILL BE OWNED AND MAINTAINED BY NSBU, NO PIPE BENDING IS ALLOWED. THE MAXIMUM ALLOWABLE TOLERANCE FOR JOINT DEFLECTION IS 0.75 DEGREES (3-INCHES PER JOINT PER 20 FT STICK OF PIPE). ALIGNMENT CHANGE SHALL BE MADE ONLY WITH SLEEVES AND FITTINGS.
14. FOR NON-PVC PIPE THAT WILL BE OWNED AND MAINTAINED BY NSBU, LONG RADIUS CURVES, EITHER HORIZONTAL OR VERTICAL, MAY BE INSTALLED WITH STANDARD PIPE BY DEFLECTIONS AT THE JOINTS. MAXIMUM DEFLECTIONS AT PIPE JOINTS, FITTINGS AND LAYING RADIUS FOR THE VARIOUS PIPE LENGTHS SHALL NOT EXCEED 75 PERCENT OF THE PIPE MANUFACTURER'S RECOMMENDATION.

NEW SMYRNA BEACH UTILITIES
BEDDING AND TRENCHING – NOTES
SCALE: NTS | SHEET 1 OF 1
DATE: 10/2023
REV. | **PW-31**



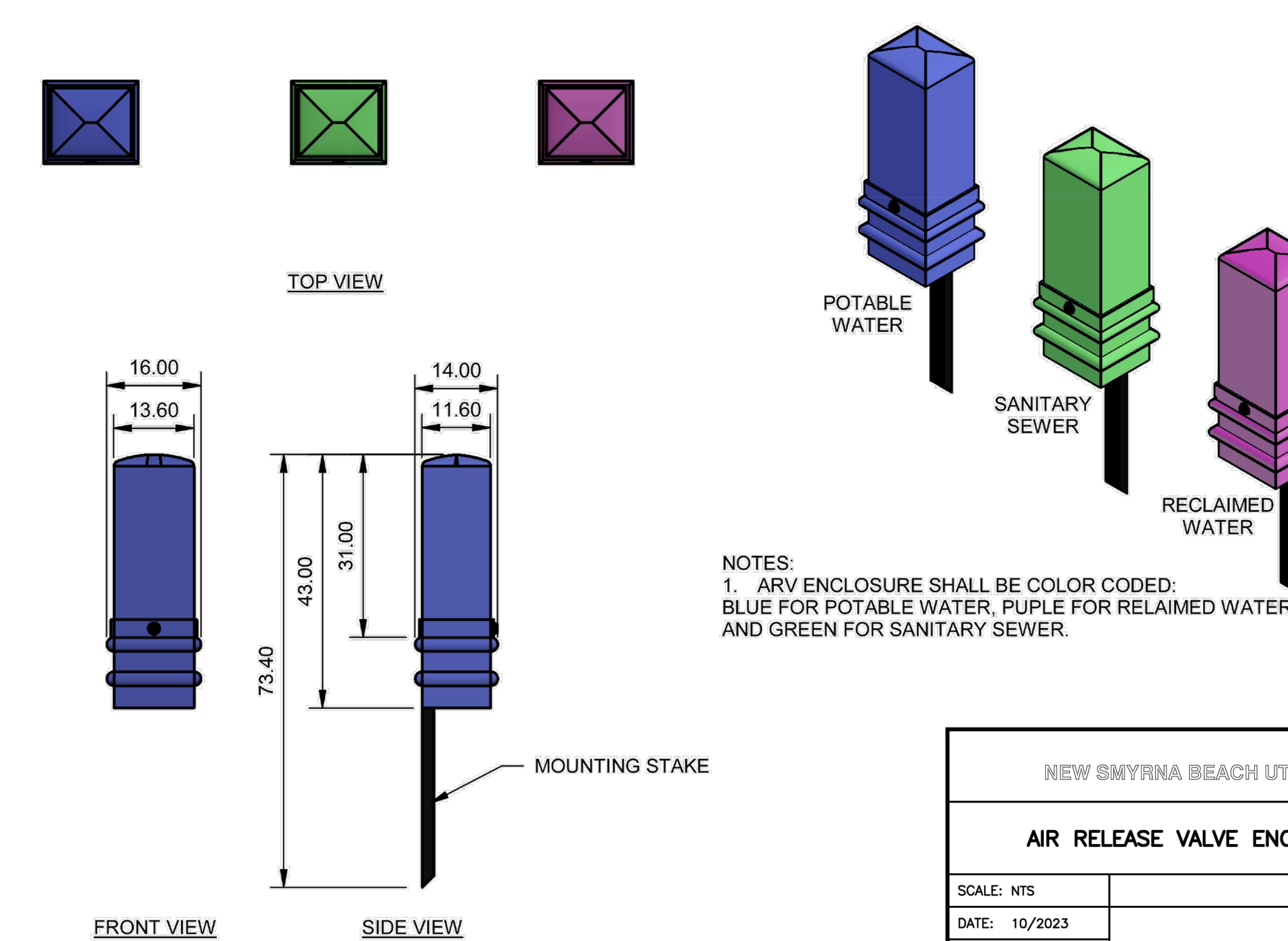
NOTES:
1. FOAM SWAB.
2. SUGGESTED FOR WATER MAINS OF ALL SIZES. REQUIRED FOR WATER MAINS 6" IN DIAMETER AND GREATER.

NEW SMYRNA BEACH UTILITIES
SWABBING ACCESS POINTS
SCALE: NTS | SHEET 1 OF 1
DATE: 10/2023
REV. | **PW-36**



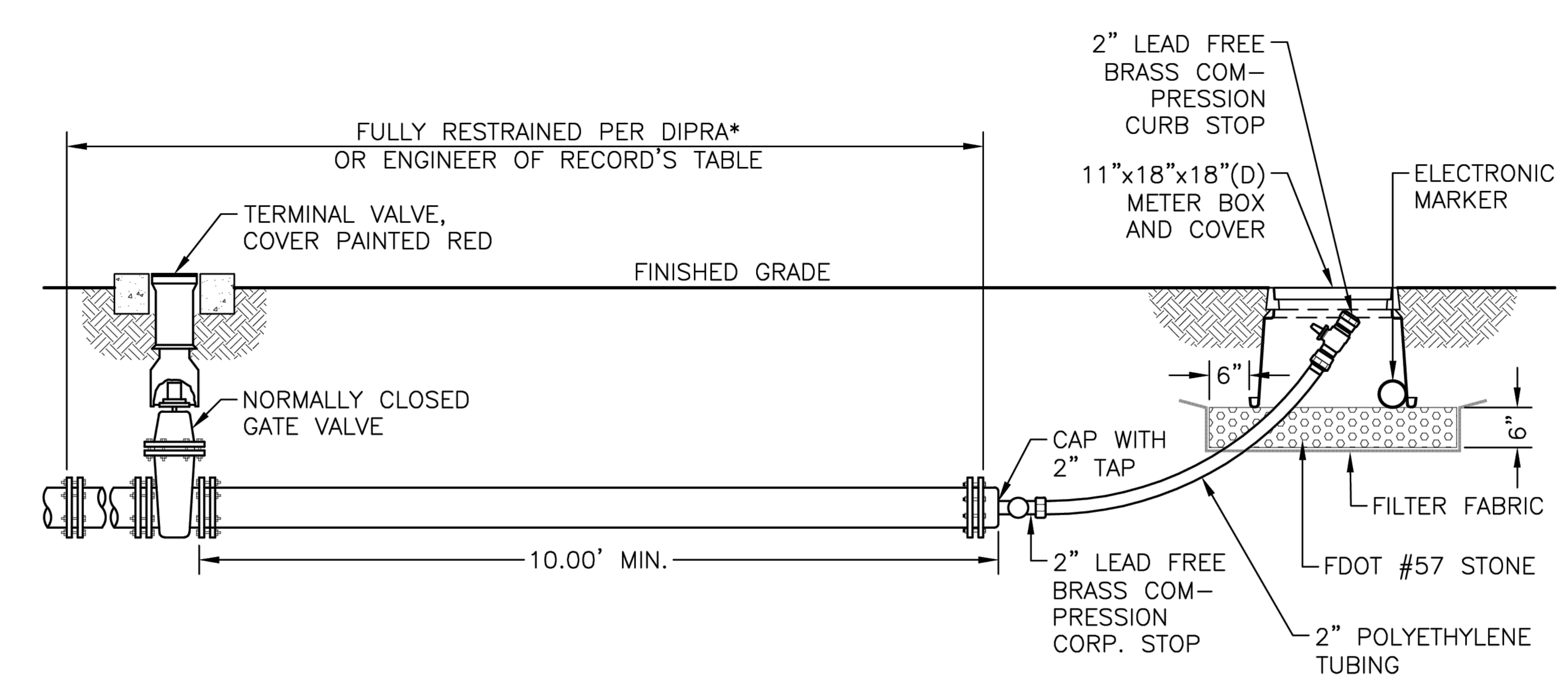
NOTE:
1. FITTINGS AND PIPE FOR VALVES SHALL BE LEAD FREE BRASS.
2. ALL JOINTS SHALL BE RESTRAINED.
3. FILTER FABRIC SHALL BE MIRAFI N-SERIES NON-WOVEN POLYPROPYLENE GEOTEXTILES.

NEW SMYRNA BEACH UTILITIES
ABOVE GROUND AIR RELEASE VALVE
SCALE: NTS | SHEET 1 OF 1
DATE: 10/2023
REV. | **RW-01**



NOTES:
1. ARV ENCLOSURE SHALL BE COLOR CODED: BLUE FOR POTABLE WATER, PUPLE FOR RELAIMED WATER, AND GREEN FOR SANITARY SEWER.

NEW SMYRNA BEACH UTILITIES
AIR RELEASE VALVE ENCLOSURE
SCALE: NTS | SHEET 1 OF 1
DATE: 10/2023
REV. | **RW-02**



NOTES:
1. DUCTILE IRON PIPE RESEARCH ASSOCIATION
2. FILTER FABRIC SHALL BE MIRAFI N-SERIES NON-WOVEN POLYPROPYLENE GEOTEXTILES

NEW SMYRNA BEACH UTILITIES
BLOW OFF VALVE ASSEMBLY
SCALE: NTS | SHEET 1 OF 1
DATE: 10/2023
REV. | **RW-04**

No.	REVISIONS	DATE	BY

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LICENSED PROFESSIONAL
BRENT A. LENZEN, P.E.
FL LICENSE NUMBER 78537
DATE:

KHA PROJECT 249631001
DATE 09/16/2026
SCALE AS SHOWN
DESIGNED BY DRN
DRAWN BY DRN
CHECKED BY JTP

NEW SMYRNA BEACH UTILITIES DETAILS

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
C8.3

Plotted By:Smith, Russell Sheet Set:SHOPS OF NEW SMYRNA BEACH Layout:C8.3 September 16, 2026 05:31:07pm K:\orl_civil\249631001-new smyrna beach sprouts\CADD\CONST\plansheets\C8.0-CITY DETAILS.dwg
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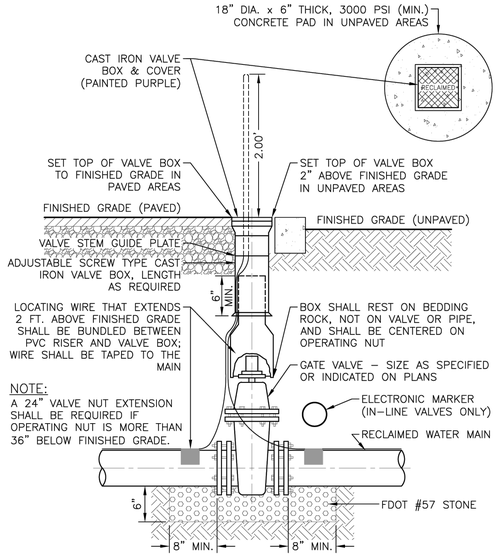
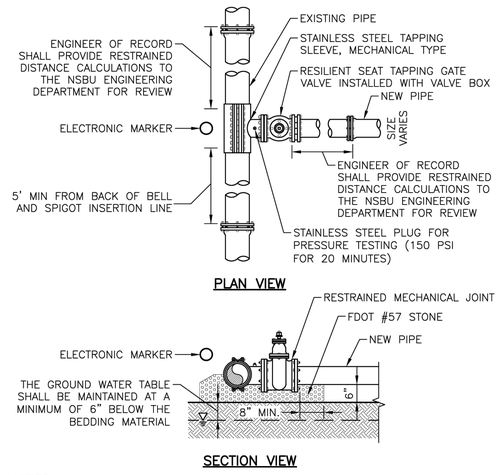


NEW SMYRNA BEACH UTILITIES

GATE VALVE

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	RW-05



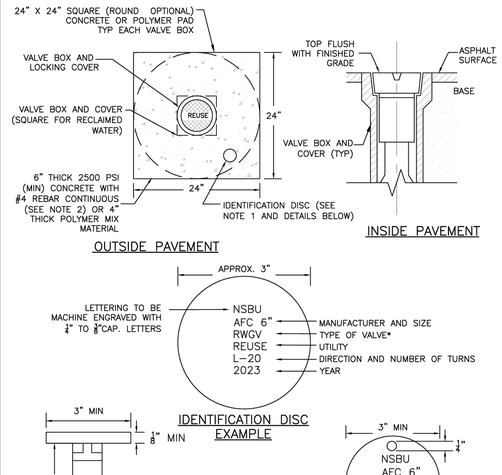
NOTES:

1. FULL LENGTH TAPPING SLEEVE REQUIRED.
2. STAINLESS STEEL TAPPING SLEEVES ARE REQUIRED FOR ALL TYPES OF PIPE MATERIALS.
3. INSTALLATION REQUIRES RESTRAINED JOINTS. IN NO INSTANCE SHALL THRUST BLOCKS BE PERMITTED.
4. REVERSE SIDE AND VERTICAL TAPPING REQUIRES NSBU ENGINEERING DEPARTMENT APPROVAL.
5. VALVES GREATER THAN 4" SHALL BE GEAR ACTUATED.

NEW SMYRNA BEACH UTILITIES

TAPPING SLEEVE AND VALVE

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	RW-06



NOTES:

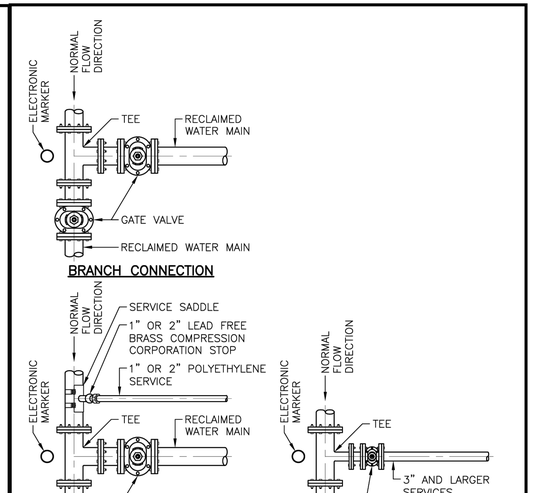
1. BRONZE (OR STAINLESS STEEL) IDENTIFICATION DISC SHALL BE REQUIRED FOR ALL VALVES, EXCEPT HYDRANT VALVES.
2. IN LIEU OF PRECAST CONCRETE PAD, A 6" THICK X 24" (ROUND OR SQUARE) POURED CONCRETE PAD WITH TWO #4 REBAR AROUND PERIMETER MAY BE USED.

*PWGV Potable Water Gate Valve
RWGV Reclaimed Water Gate Valve
SSGV Sanitary Sewer Gate Valve
SSPV Sanitary Sewer Plug Valve

NEW SMYRNA BEACH UTILITIES

VALVE BOX CONCRETE PAD

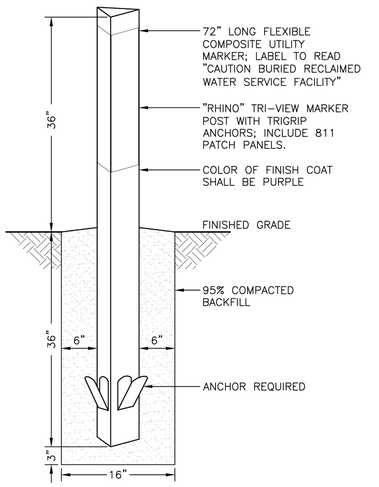
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	RW-07



NEW SMYRNA BEACH UTILITIES

VALVE LAYOUT AT TEES AND SERVICES

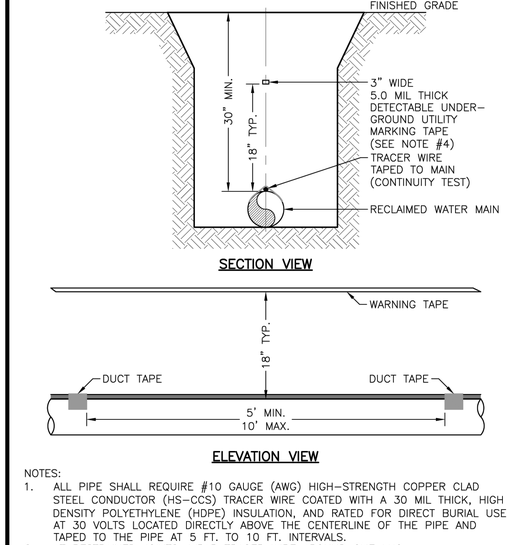
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	RW-08



NEW SMYRNA BEACH UTILITIES

VALVE MARKER

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	RW-09



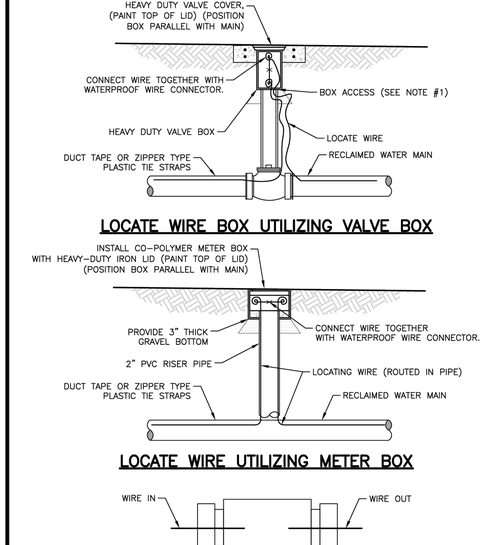
NOTES:

1. ALL PIPE SHALL REQUIRE #10 GAUGE (AWG) HIGH-STRENGTH COPPER CLAD STEEL CONDUCTOR (HS-CCS) TRACER WIRE COATED WITH A 30 MIL THICK, HIGH DENSITY POLYETHYLENE (HDPE) INSULATION, AND RATED FOR DIRECT BURIAL USE AT 30 VOLTS LOCATED DIRECTLY ABOVE THE CENTERLINE OF THE PIPE AND TAPED TO THE PIPE AT 5 FT. TO 10 FT. INTERVALS.
2. AT RESTRAINED JOINTS, WRAP TRACER WIRE AROUND ONE LUG.
3. A CONTINUITY TEST SHALL BE PERFORMED IN THE PRESENCE OF THE NSBU.
4. UTILITY MARKING TAPE SHALL BE COLOR CODED BLUE FOR POTABLE WATER, PURPLE FOR RECLAIMED WATER, AND GREEN FOR WASTEWATER.

NEW SMYRNA BEACH UTILITIES

PIPE LOCATING WIRE AND TAPE

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	RW-10



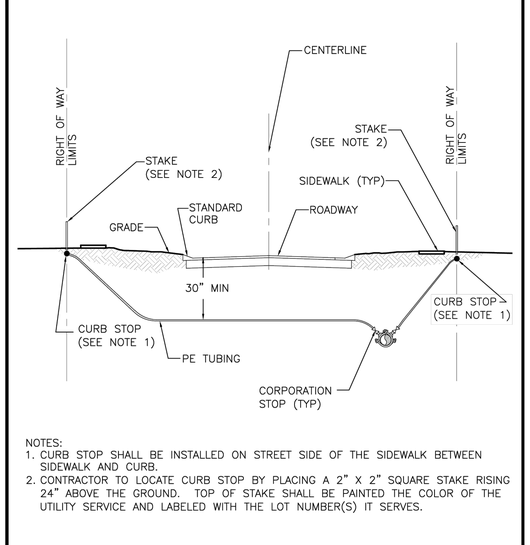
NOTES:

1. LOCATE WIRE SHALL ENTER THE VALVE BOX THROUGH A "V" CUT IN THE 6" PVC RISER PIPE.
2. LOCATE WIRE SHALL HAVE ENOUGH SLACK TO REACH 4' ABOVE FINAL GRADE AND LOCATE POINTS.
3. LOCATE WIRE CONNECTION SHALL ONLY BE A 2-WAY CONNECTION.

NEW SMYRNA BEACH UTILITIES

PIPE LOCATING WIRE BOX

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	RW-11



NOTES:

1. CURB STOP SHALL BE INSTALLED ON STREET SIDE OF THE SIDEWALK BETWEEN SIDEWALK AND CURB.
2. CONTRACTOR TO LOCATE CURB STOP BY PLACING A 2" X 2" SQUARE STAKE RISING 24" ABOVE THE GROUND. TOP OF STAKE SHALL BE PAINTED THE COLOR OF THE UTILITY SERVICE AND LABELED WITH THE LOT NUMBER(S) IT SERVES.

NEW SMYRNA BEACH UTILITIES

TYPICAL SERVICE STUB OUT

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	RW-13

No.	REVISIONS	DATE	BY

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LICENSED PROFESSIONAL ENGINEER BRENT A. LENZEN, P.E. LICENSE NUMBER 78537 STATE OF FLORIDA PROFESSIONAL ENGINEER DATE:

KHA PROJECT	249631001
DATE	09/10/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	BAL

NEW SMYRNA BEACH UTILITIES DETAILS

SHOPS OF NEW SMYRNA BEACH

FL

NEW SMYRNA BEACH

SHEET NUMBER

C8.4

Plotted By:Smith, Russell Sheet Set:SHOPS OF NEW SMYRNA BEACH Layout:C8.4 September 16, 2026 05:31:14pm K:\orl_civil\249631001-new smyrna beach sprouts\CADD\CONST\plansheets\C8.4-CITY DETAILS.dwg
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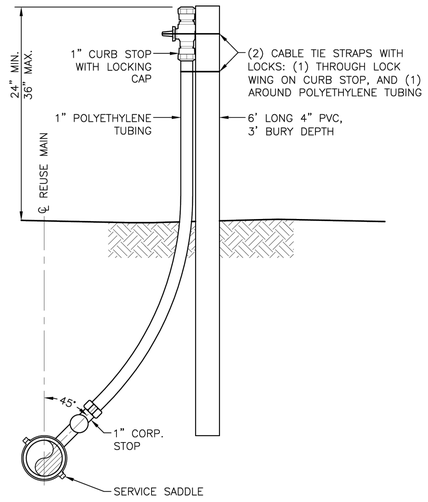
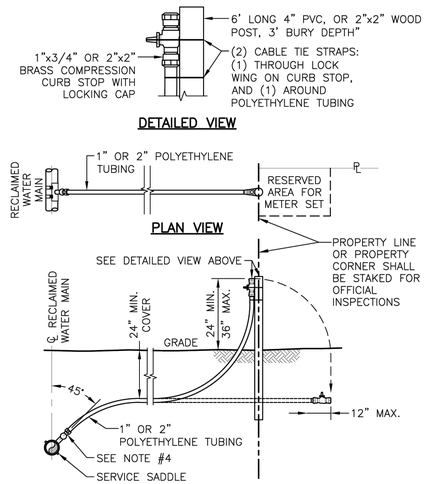


NEW SMYRNA BEACH UTILITIES

TEST SERVICE STUB OUT

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	RW-14



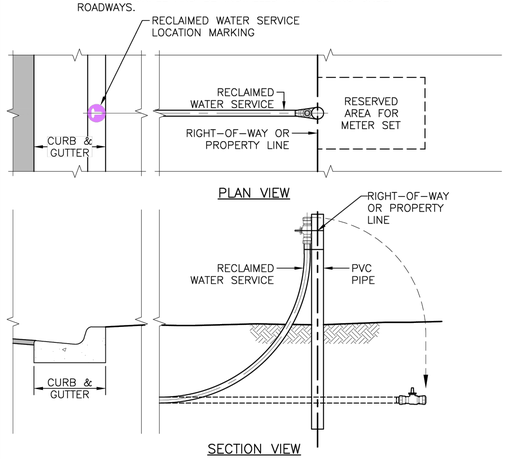
NOTES:
1. APPLIES TO NEW CONSTRUCTION ONLY.
2. ALL FITTINGS SHALL BE LEAD FREE BRASS.
3. ATTACH RECLAIMED WATER SERVICE TO POST AS SHOWN ABOVE.
4. 1" TAPS REQUIRE A BRASS COMPRESSION CORPORATION STOP. 2" AND LARGER REQUIRE A GATE VALVE.
5. CONTRACTOR SHALL PROVIDE CURB STOP LOCK.

NEW SMYRNA BEACH UTILITIES

SHORT SIDE RECLAIMED WATER SERVICE STUB OUT

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	RW-15

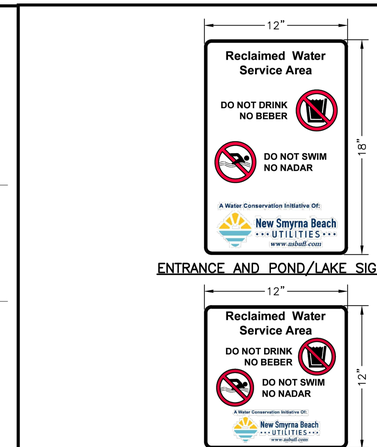
1" OR 2" RECLAIMED WATER SERVICES SHALL TERMINATE WITH A CURB STOP STUBBED 2' TO 3' ABOVE FINISHED GRADE SUPPORTED BY A 6' LONG 4" DIAMETER PVC PIPE, OR 2"x2" WOOD POST SECURED WITH CABLE TIE STRAPS, BE SAW CUT MARKED WITH A 'I' IN CURBS OR AT EDGE OF PAVEMENT PAINTED PURPLE AND BE INSTALLED IN A CASING UNDER ROADWAYS.



NEW SMYRNA BEACH UTILITIES

RECLAIMED WATER SERVICE LOCATION MARKING

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	RW-17

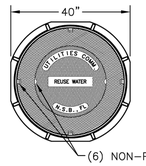


NOTES:
1. AREAS IRRIGATED BY RECLAIMED WATER, SUCH AS RESIDENTIAL NEIGHBORHOODS AND GOLF COURSES, SHALL HAVE ADVISORY SIGNS POSTED AT THE ENTRANCES ALERTING THE PUBLIC. ADDITIONAL SIGNS SHALL BE POSTED AT THE FIRST AND TENTH TEES OF GOLF COURSES. SIGNS SHALL INCLUDE THE TEXT "DO NOT DRINK" IN BOTH ENGLISH AND SPANISH TOGETHER WITH THE EQUIVALENT STANDARD INTERNATIONAL SYMBOL.
2. ADVISORY SIGNS SHALL BE POSTED ADJACENT TO LAKES OR PONDS USED TO STORE RECLAIMED WATER AND DECORATIVE WATER FEATURES THAT USE RECLAIMED WATER. SIGNS SHALL INCLUDE THE TEXT "DO NOT DRINK" AND "DO NOT SWIM" IN BOTH ENGLISH AND SPANISH TOGETHER WITH THE EQUIVALENT STANDARD INTERNATIONAL SYMBOLS.
3. ALL SIGNAGE SHALL FOLLOW REQUIREMENTS OF FAC 62-610.468.

NEW SMYRNA BEACH UTILITIES

RECLAIMED WATER ADVISORY SIGNS

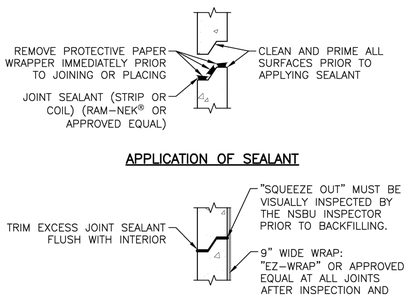
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	RW-18



NEW SMYRNA BEACH UTILITIES

VAULT STRUCTURE RING AND COVER

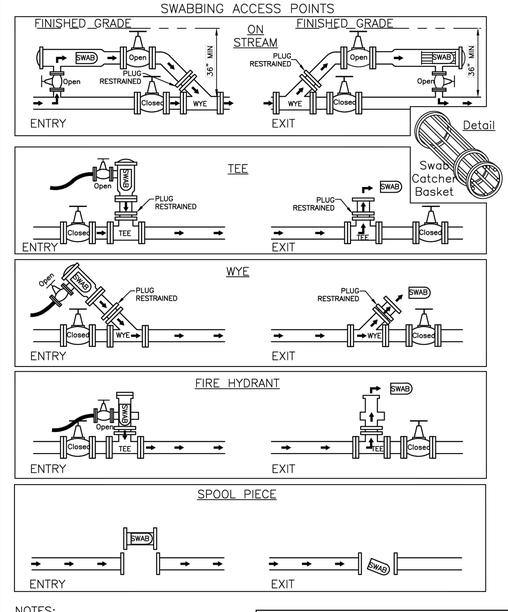
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	RW-19



NEW SMYRNA BEACH UTILITIES

JOINT SEALANT

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	RW-20



NOTES:
1. FOAM SWAB.
2. SUGGESTED FOR RECLAIMED WATER MAINS OF ALL SIZES. REQUIRED FOR RECLAIMED WATER MAINS 6" IN DIAMETER AND GREATER.

NEW SMYRNA BEACH UTILITIES

SWABBING ACCESS POINTS

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	RW-28

SEPARATION REQUIREMENTS FOR
WATER, WASTEWATER AND RECLAIMED WATER MAINS

	PROPOSED UTILITY											
	POTABLE WATER			WASTEWATER GRAVITY AND FORCE MAIN			RECLAIMED WATER			VACUUM SEWER		
CONFLICTING UTILITY	HORIZ.	VERT.	JOINT* SPACING	HORIZ.	VERT.	JOINT* SPACING	HORIZ.	VERT.	JOINT* SPACING	HORIZ.	VERT.	JOINT* SPACING
POTABLE WATER	3' NOTE 1	12"	3' NOTE 2	6' TO 10'	12" NOTE 5	6' NOTE 2	3'	12"	6' NOTE 2	3' TO 10'	12"	3' NOTE 2
RECLAIMED WATER	3'	12"	6' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3'	12"	6' NOTE 2	3' NOTE 1	12"	3' NOTE 2
WASTEWATER (GRAVITY AND FORCE MAIN)	6' TO 10'	12"	6' NOTE 2	3' NOTE 1	12"	6"	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2
VACUUM SEWER	3' TO 10'	12"	3' NOTE 2	3' NOTE 1	12"	6"	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2
RIGHT OF WAY	3' NOTE 1	N/A	N/A	3' NOTE 1	N/A	N/A	3' NOTE 1	N/A	N/A	3' NOTE 1	N/A	N/A
STORM SEWERS	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2
GAS	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2
TREES	3'-6'	N/A	N/A	3'-6'	N/A	N/A	3'-6' NOTE 1	N/A	N/A	3'-6'	N/A	N/A
ALL OTHER UTILITIES	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2

NOTES:
1. THIS SEPARATION REQUIREMENT IS TO PROVIDE ACCESSIBILITY FOR CONSTRUCTION AND MAINTENANCE. THREE FEET OF HORIZONTAL SEPARATION IS THE MINIMUM FOR PIPES WITH THREE FEET OF COVER. FOR PIPES INSTALLED AT GREATER DEPTH, PROVIDE AN ADDITIONAL FOOT OF SEPARATION FOR EACH ADDITIONAL FOOT OF DEPTH.
2. MINIMUM JOINT SPACING REQUIREMENT FROM A UTILITY CROSSING WHILE STILL MAINTAINING MINIMUM HORIZONTAL SEPARATION.
3. DISTANCES GIVEN ARE FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE.
4. NO WATER PIPE SHALL PASS THROUGH OR COME INTO CONTACT WITH ANY PART OF SANITARY OR STORM WATER MANHOLES OR STRUCTURES.
5. WATER MAIN SHOULD CROSS ABOVE OTHER PIPES WHENEVER POSSIBLE. WHEN WATER MAIN MUST BE BELOW OTHER UTILITY PIPING, THE MINIMUM SEPARATION SHALL BE 12 INCHES.

NEW SMYRNA BEACH UTILITIES

UTILITY SEPARATION

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	RW-21

No.	REVISIONS	DATE	BY

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LICENSED PROFESSIONAL ENGINEER BRENT A. LENZEN, P.E. LICENSE NUMBER 78537 STATE OF FLORIDA

KHA PROJECT	249631001
DATE	09/10/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	BAL

NEW SMYRNA BEACH UTILITIES DETAILS

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
C8.5

Plotted By:Smith, Russell SheetSet:SHOPS OF NEW SMYRNA BEACH Layout:C8.5 September 16, 2026 05:31:21pm K:\orl_civil\249631001-new smyrna beach sprouts\CADD\CONST\plansheets\C8.0-CITY DETAILS.dwg
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RESTRAINED PIPE TABLE
WATER AND RECLAIMED WATER MAINS

MINIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S)										
TYPE	PIPE SIZE									
	PVC					DIP				
	4"	6"	8"	10"	12"	16"	20"	24"	30"	36"
90° BEND	19	25	33	39	45	46	55	64	75	86
45° BEND	8	11	14	16	19	19	23	27	31	36
22-1/2° BEND	4	5	8	9	10	10	11	13	15	17
11-1/4° BEND	3	3	4	5	5	5	6	7	8	9
PLUG OR BRANCH OF TEE	33	45	59	70	83	84	102	119	142	164
VALVE	27	38	49	59	68	69	83	97	116	133
REDUCER	VARIES BY SIZE; TO BE DETERMINED BY THE DESIGN ENGINEER.									

NOTES:
1. FITTINGS SHALL HAVE RESTRAINED JOINTS UNLESS OTHERWISE INDICATED.
2. INSTALL FULL LENGTH JOINTS WITH TOTAL LENGTH EQUAL TO OR GREATER THAN LENGTH SHOWN IN THE TABLE.
3. WHERE TWO OR MORE FITTINGS ARE IN SERIES, SELECT FITTING RESTRAINT LENGTH THAT YIELDS THE LONGEST RESTRAINT DISTANCE.
4. ALL INLINE VALVES SHALL BE RESTRAINED.
5. WHERE INTERNAL RESTRAINED JOINTS ARE USED, THE ENTIRE BELL SHALL BE PAINTED RED.
6. LENGTHS SHOWN IN THE TABLE WERE CALCULATED IN ACCORDANCE WITH PROCEDURES OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" GUIDELINES PUBLISHED BY DIPRA, USING THE ASSUMPTIONS SHOWN BELOW:

   WORKING PRESSURE: 150 PSI
   SOIL DESIGNATION: SM (SAND SILT)
   LAYING CONDITIONS: 3
   DEPTH OF COVER: 3 FT
   SAFETY FACTOR: 1.5
   CONVERSION FACTOR FOR PVC PIPE: 1.25

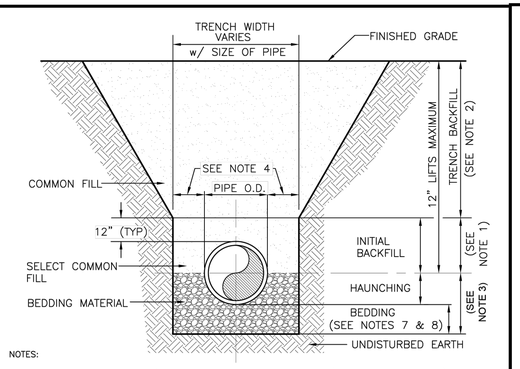
   *SAFETY FACTOR AND PVC CONVERSION FACTOR ALREADY APPLIED TO TABLE.

7. THE DESIGN ENGINEER SHALL INCREASE THE VALUES IN THE TABLE AS WARRANTED BY SITE-SPECIFIC SOIL DESIGNATIONS, LAYING CONDITIONS, PIPE MATERIAL, ETC. FOR DIP ENCASED IN POLYETHYLENE, INCREASE THE GIVEN VALUE BY A FACTOR OF 1.25.
8. ALL THE JOINTS WITHIN THE CALCULATED LENGTH MUST BE RESTRAINED.
9. IF DISTANCE BETWEEN FITTINGS IS LESS THAN OR EQUAL TO THE CALCULATED RESTRAINT LENGTH, RESTRAIN ALL JOINTS BETWEEN THOSE FITTINGS.

NEW SMYRNA BEACH UTILITIES

RESTRAINED PIPE TABLE WATER AND RECLAIMED WATER MAINS

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	RW-22

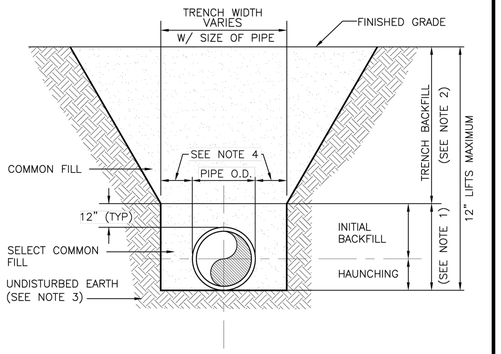


NOTES:
1. INITIAL BACKFILL: SELECT COMMON FILL COMPACTED TO 95% (98% UNDER PAVEMENT) OF THE MAXIMUM DENSITY PER AASHTO T-180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% (98% UNDER PAVEMENT) OF THE MAXIMUM DENSITY PER AASHTO T-180.
3. TYPE A BEDDING MATERIAL SHALL CONFORM TO FDOT NO. 57 AGGREGATE.
4. 15" MAX. (12" MIN.) FOR PIPE DIAMETER LESS THAN 24" AND 24" MAX (18" MIN) FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
7. BEDDING DEPTH SHALL BE 4" MINIMUM FOR PIPE DIAMETER UP TO 12" AND 6" MINIMUM FOR PIPE DIAMETER 16" AND LARGER.
8. DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING ROCK BELOW THE PIPE. NSBU SHALL DETERMINE IN THE FIELD REQUIRED REMOVAL OF UNSUITABLE MATERIAL TO REACH SUITABLE FOUNDATION.
9. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN NSBU RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.

NEW SMYRNA BEACH UTILITIES

BEDDING AND TRENCHING - TYPE A

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	RW-24

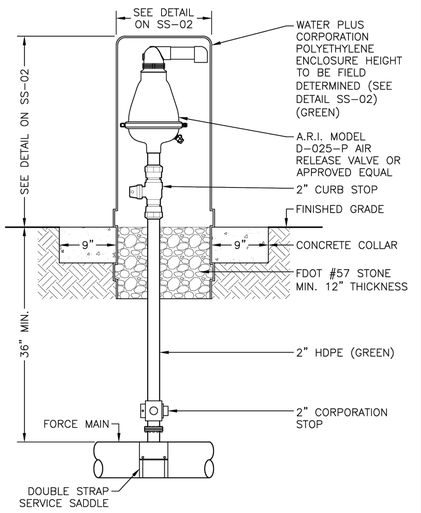


NOTES:
1. INITIAL BACKFILL AND HAUNCHING: SELECT COMMON FILL COMPACTED TO 95% (98% UNDER PAVEMENT) OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% (98% UNDER PAVEMENT) OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE A BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY NSBU.
4. 15" MAX. (12" MIN.) FOR PIPE DIAMETER LESS THAN 24" AND 24" MAX (18" MIN) FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
7. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN NSBU RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.

NEW SMYRNA BEACH UTILITIES

BEDDING AND TRENCHING - TYPE B

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	RW-25



NOTE:
1. FITTINGS AND PIPE FOR VALVES SHALL BE LEAD FREE BRASS.
2. ALL JOINTS SHALL BE RESTRAINED.
3. FILTER FABRIC SHALL BE MIRAFI N-SERIES NON-WOVEN POLYPROPYLENE GEOTEXTILES.

NEW SMYRNA BEACH UTILITIES

ABOVE GROUND AIR RELEASE VALVE

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-01

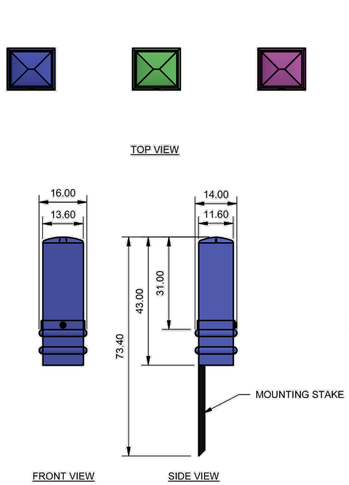
NSBU GENERAL NOTES:

1. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN EXCAVATING IN PROXIMITY OF WATER MAINS, WASTEWATER FORCE MAINS, GRAVITY MAINS AND RECLAIMED WATER MAINS. LOCATIONS SHOWN ON PLANS MAY NOT BE EXACT. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING EXISTING UTILITY LOCATIONS.
2. SHOULD A PIPE EMERGENCY OCCUR, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE NEW SMYRNA BEACH UTILITIES (NSBU) DISPATCH OPERATOR (386-427-1368) AND THE NSBU INSPECTOR.
3. THE CONTRACTOR SHALL NOTIFY THE NSBU ENGINEERING INSPECTOR AT LEAST SEVEN DAYS PRIOR TO COMMENCEMENT OF THE CONSTRUCTION PROJECT.
4. THE CONTRACTOR SHALL NOTIFY THE NSBU ENGINEERING INSPECTOR AT LEAST 48 HOURS PRIOR TO ANY UTILITIES CONSTRUCTION.
5. THE MATERIALS, PRODUCTS, AND CONSTRUCTION OF ALL UTILITIES CONNECTING TO THE NSBU SYSTEM SHALL BE IN CONFORMANCE WITH THE NSBU RULES, DESIGN, AND CONSTRUCTION SPECIFICATIONS.
6. ALL NSBU MAINS AND FACILITIES WITHIN THE LIMITS OF THE PROJECT SHALL BE SUPPORTED AND PROTECTED AGAINST DAMAGE DURING CONSTRUCTION.
7. THE CONTRACTOR, AT THE CONTRACTOR'S EXPENSE, SHALL IMMEDIATELY REPAIR ALL DAMAGE TO NSBU MAINS AND FACILITIES. IF THE REPAIR IS NOT MADE IN A TIMELY MANNER, AS DETERMINED BY NSBU, NSBU MAY PERFORM REQUIRED REPAIRS AND CLEANUP. THE CONTRACTOR WILL BE CHARGED FOR ALL EXPENSES ASSOCIATED WITH THE REPAIR.
8. THE CONTRACTOR SHALL ADJUST ALL EXISTING NSBU MAINS AND FACILITIES IN CONFLICT WITH NEW GRADE, NEW OR ALTERED ROADWAYS, SIDEWALKS, DRIVEWAYS, OR STORM WATER IMPROVEMENTS. NSBU FACILITIES TO BE ADJUSTED INCLUDE, BUT ARE NOT LIMITED TO, PIPELINES, PUMP STATIONS, VALVE BOXES, AIR RELEASE VALVES, FIRE HYDRANTS, MANHOLE COVERS, AND METERS.
9. ONLY NSBU PERSONNEL SHALL OPERATE NSBU WATER, WASTEWATER, AND RECLAIMED WATER VALVES. THE CONTRACTOR SHALL COORDINATE VALVE OPERATION WITH THE NSBU INSPECTOR. FOR OPERATION OF MAINS NOT OWNED BY NSBU, IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH THE APPROPRIATE UTILITY REPRESENTATIVE.
10. CONSTRUCTION ACTIVITIES SHALL NOT CAUSE INTERRUPTIONS IN WATER, WASTEWATER, OR RECLAIMED WATER SERVICE. THE CONTRACTOR SHALL COORDINATE PRE-APPROVED INTERRUPTIONS OF SERVICE WITH THE NSBU INSPECTOR 7 WORKING DAYS IN ADVANCE.
11. ALL VALVES INSTALLED AS PART OF THIS CONSTRUCTION PROJECT SHALL REMAIN CLOSED DURING CONSTRUCTION. KEEP VALVES ON ALL WET TAPS CLOSED UNTIL CLEARED BY FDEP. DO NOT CONNECT NEWLY CONSTRUCTED WATER MAINS TO ANY EXISTING WATER MAINS UNLESS CLEARED BY FDEP AND NSBU.
12. THE CONTRACTOR SHALL PROVIDE A JUMPER ASSEMBLY WITH A BACKFLOW PREVENTER FOR MAKING TEMPORARY CONNECTIONS TO AN EXISTING WATER SOURCE IN ORDER TO CHLORINATE AND FLUSH NEW MAINS WITH WATER. ANY TEMPORARY WATER CONNECTIONS TO RECLAIMED WATER OR FORCE MAIN SHALL ALSO BE EQUIPPED WITH A BACKFLOW PREVENTER.
13. FOR PVC PIPE THAT WILL BE OWNED AND MAINTAINED BY NSBU, NO PIPE BENDING IS ALLOWED. THE MAXIMUM ALLOWABLE TOLERANCE FOR JOINT DEFLECTION IS 0.75 DEGREES (3-INCHES PER JOINT PER 20 FT STICK OF PIPE). ALIGNMENT CHANGE SHALL BE MADE ONLY WITH SLEEVES AND FITTINGS.
14. FOR NON-PVC PIPE THAT WILL BE OWNED AND MAINTAINED BY NSBU, LONG RADIUS CURVES, EITHER HORIZONTAL OR VERTICAL, MAY BE INSTALLED WITH STANDARD PIPE BY DEFLECTIONS AT THE JOINTS. MAXIMUM DEFLECTIONS AT PIPE JOINTS, FITTINGS AND LAYING RADIUS FOR THE VARIOUS PIPE LENGTHS SHALL NOT EXCEED 75 PERCENT OF THE PIPE MANUFACTURER'S RECOMMENDATION.

NEW SMYRNA BEACH UTILITIES

BEDDING AND TRENCHING - NOTES

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	RW-23

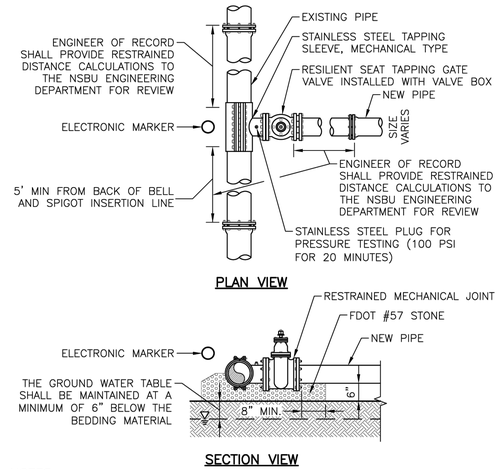


NOTES:
1. ARV ENCLOSURE SHALL BE COLOR CODED: BLUE FOR POTABLE WATER, PUPLE FOR RELAIMED WATER, AND GREEN FOR SANITARY SEWER.

NEW SMYRNA BEACH UTILITIES

AIR RELEASE VALVE ENCLOSURE

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-02



NOTES:
1. FULL LENGTH TAPPING SLEEVE REQUIRED.
2. STAINLESS STEEL TAPPING SLEEVES ARE REQUIRED FOR ALL TYPES OF PIPE MATERIALS.
3. INSTALLATION REQUIRES RESTRAINED JOINTS. IN NO INSTANCE SHALL THRUST BLOCKS BE PERMITTED.
4. REVERSE SIDE AND VERTICAL TAPPING REQUIRES NSBU ENGINEERING DEPARTMENT APPROVAL.
5. VALVES GREATER THAN 4" SHALL BE GEAR ACTUATED.

NEW SMYRNA BEACH UTILITIES

TAPPING SLEEVE AND VALVE (SEWER)

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-06

No.	REVISIONS	DATE	BY

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LICENSED PROFESSIONAL ENGINEER BRENT A. LENZEN, PE LICENSE NUMBER 78537 STATE OF FLORIDA PROFESSIONAL ENGINEER

KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	BAL

NEW SMYRNA BEACH UTILITIES DETAILS

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
C8.6

Plotted By:Smith, Russell Sheet Set:SHOPS OF NEW SMYRNA BEACH Layout:C8.6 September 16, 2026 08:31:29pm K:\orl_civil\249631001-new smyrna beach sprouts\CADD\CONST\plansheets\C8.6-CITY DETAILS.dwg
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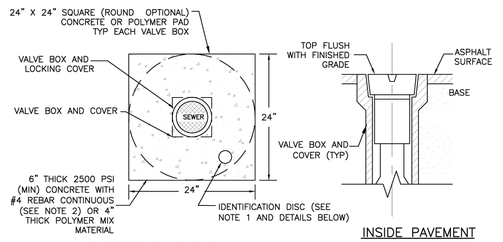
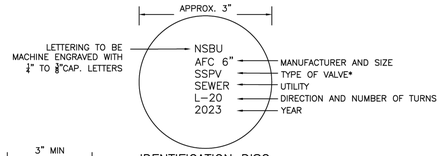
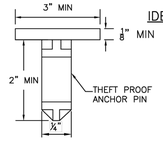


OUTSIDE PAVEMENT

INSIDE PAVEMENT



IDENTIFICATION DISC EXAMPLE



DISC TO BE EMBEDDED IN PAD

OUTSIDE PAVEMENT



DISC TO BE HANGING IN THE BOX ANCHORED TO THE LOCATING WIRE.

INSIDE PAVEMENT

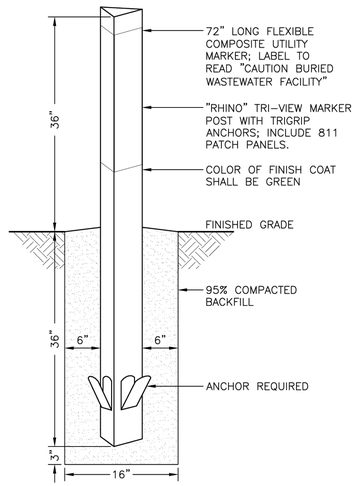
NOTES:
1. BRONZE (OR STAINLESS STEEL) IDENTIFICATION DISC SHALL BE REQUIRED FOR ALL VALVES, EXCEPT HYDRANT VALVES.
2. IN LIEU OF PRECAST CONCRETE PAD, A 6" THICK X 24" (ROUND OR SQUARE) POURED CONCRETE PAD WITH TWO #4 REBAR AROUND PERIMETER MAY BE USED.

*PWGV Potable Water Gate Valve
RWGV Reclaimed Water Gate Valve
SSGV Sanitary Sewer Gate Valve
SSPV Sanitary Sewer Plug Valve

NEW SMYRNA BEACH UTILITIES

VALVE BOX CONCRETE PAD

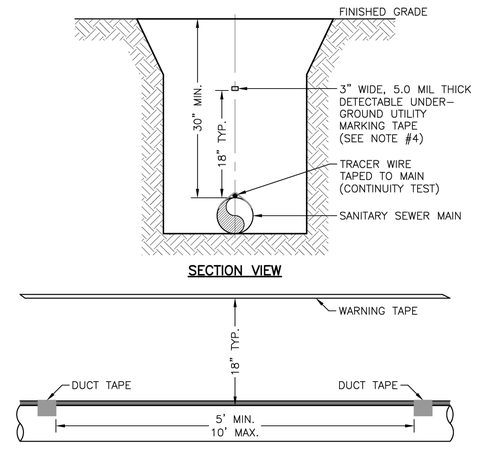
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS–07



NEW SMYRNA BEACH UTILITIES

VALVE MARKER

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS–08



SECTION VIEW

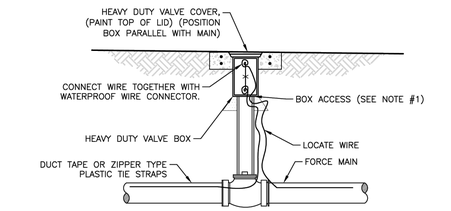
ELEVATION VIEW

NOTES:
1. ALL PIPE SHALL REQUIRE #10 GAUGE (AWG) HIGH–STRENGTH COPPER CLAD STEEL CONDUCTOR (HS–CCS) TRACER WIRE COATED WITH A 30 MIL THICK, HIGH DENSITY POLYETHYLENE (HDPE) INSULATION, AND RATED FOR DIRECT BURIAL USE AT 30 VOLTS LOCATED DIRECTLY ABOVE THE CENTERLINE OF THE PIPE AND TAPED TO THE PIPE AT 5 FT. TO 10 FT. INTERVALS.
2. AT RESTRAINED JOINTS, WRAP TRACER WIRE AROUND ONE LUG.
3. A CONTINUITY TEST SHALL BE PERFORMED IN THE PRESENCE OF THE NSBU.
4. UTILITY MARKING TAPE SHALL BE COLOR CODED BLUE FOR POTABLE WATER, PURPLE FOR RECLAIMED WATER, AND GREEN FOR WASTEWATER

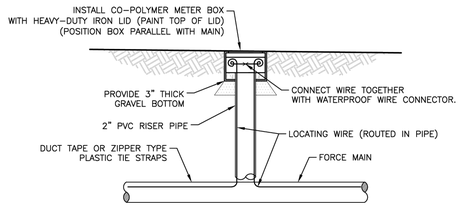
NEW SMYRNA BEACH UTILITIES

PIPE LOCATING WIRE AND TAPE

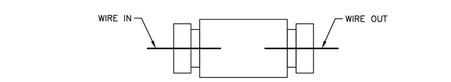
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS–09



LOCATE WIRE BOX UTILIZING VALVE BOX



LOCATE WIRE UTILIZING METER BOX



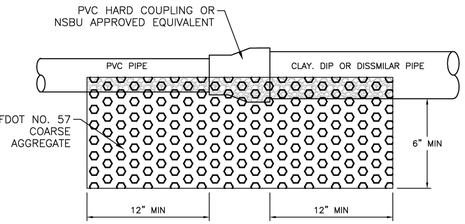
WATERPROOF WIRE CONNECTOR DETAIL

NOTES:
1. LOCATE WIRE SHALL ENTER THE VALVE BOX THROUGH A "V" CUT IN THE 6" PVC RISER PIPE.
2. LOCATE WIRE SHALL HAVE ENOUGH SLACK TO REACH 4' ABOVE FINAL GRADE AND LOCATE POINTS.
3. LOCATE WIRE CONNECTION SHALL ONLY BE A 2 WAY CONNECTION.

NEW SMYRNA BEACH UTILITIES

PIPE LOCATING WIRE BOX

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS–10

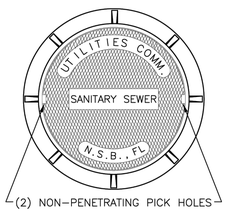


NOTES:
1. FIELD VERIFY MATERIALS OF EXISTING PIPES TO SELECT PROPER CONNECTOR.
2. HARBCO COUPLING OR APPROVED EQUIVALENT FOR ALL PIPE MATERIALS, UNLESS APPROVED IN WRITING BY NEW SMYRNA BEACH UTILITIES.

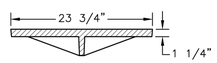
NEW SMYRNA BEACH UTILITIES

SANITARY SEWER PIPING CONNECTION DETAIL

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS–13

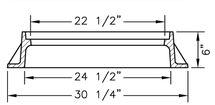


TOP VIEW



COVER WT: 145 LB

U.S. FOUNDRY CE COVER



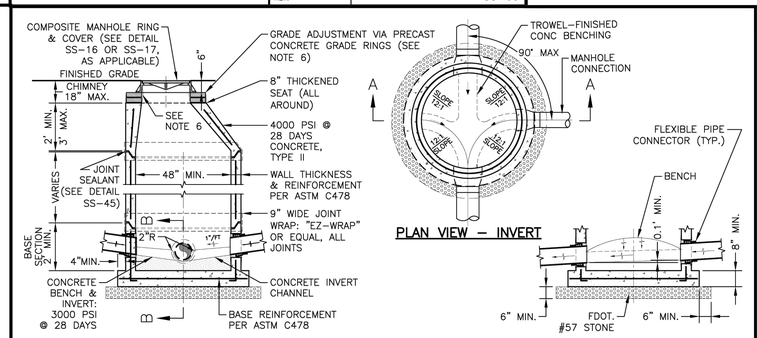
RING WT: 150 LB

U.S. FOUNDRY 170 RING

NEW SMYRNA BEACH UTILITIES

STANDARD MANHOLE RING AND COVER

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS–16



SECTION A–A

PLAN VIEW – INVERT

SECTION B–B

NOTES:
1. PRE–FORMED INVERTS ARE PERMITTED.
2. TOP SECTIONS SHALL BE ECCENTRIC.
3. STRUCTURES SHALL BE INSTALLED LEVEL IN ALL DIRECTIONS.
4. MANHOLE STRUCTURES SHALL BE COATED WITH COAL TAR EPOXY: 1 COAT OR 8 MILS OUTSIDE, 2 COATS OR 16 MILS INSIDE, THE FIRST COAT SHALL BE RED IN COLOR AND THE SECOND COAT SHALL BE GRAY; LINED MANHOLES SHALL BE COATED OUTSIDE ONLY.
5. PIPE CONNECTIONS AT MANHOLE JOINTS ARE NOT PERMITTED.
6. EPOXY MORTAR INSIDE & OUTSIDE OF CHIMNEY/PRECAST CONCRETE GRADE RINGS & PIPE OPENINGS FOR A SMOOTH FINISH.
7. CHANGES IN BENCH FLOW DIRECTION TO BE SMOOTH AND GRADUAL.
8. INVERTS WITH A DROP OF LESS THAN 2 FEET SHALL HAVE A CONCRETE SLIDE.

NEW SMYRNA BEACH UTILITIES

STANDARD SEWER MANHOLE

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS–15

No.	REVISIONS	DATE	BY

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PHONE (407) 898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL ENGINEER BRENT A. LENZEN, PE 70537 STATE OF FLORIDA PROFESSIONAL ENGINEER DATE:

KHA PROJECT 249631001
DATE 09/16/2026
SCALE AS SHOWN
DESIGNED BY DRN
DRAWN BY DRN
CHECKED BY BAL

NEW SMYRNA BEACH UTILITIES DETAILS

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER C8.7

Plotted By:Smith, Russell Sheet Set:SHOPS OF NEW SMYRNA BEACH Layout:C8.7 September 16, 2026 05:31:36pm K:\orl_civil\249631001-new smyrna beach sprouts\CADD\CONST\planSheets\C8.0-CITY DETAILS.dwg
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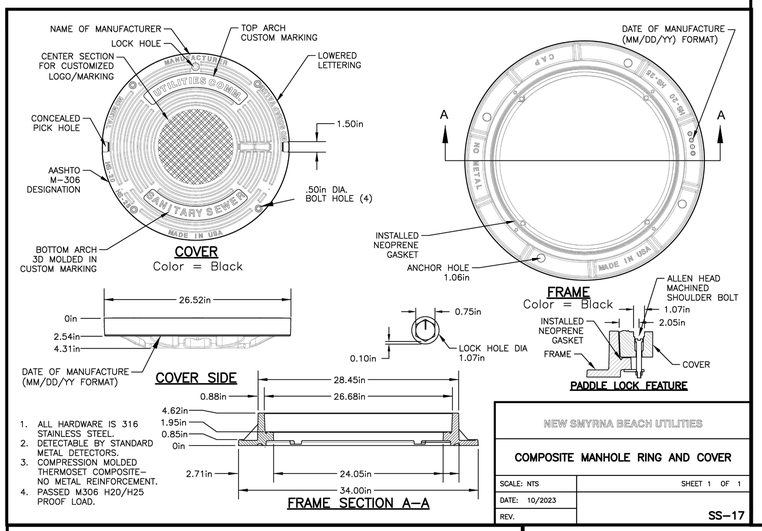
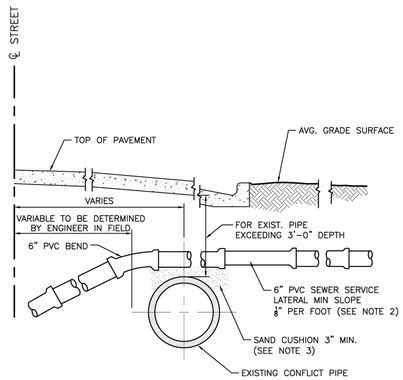


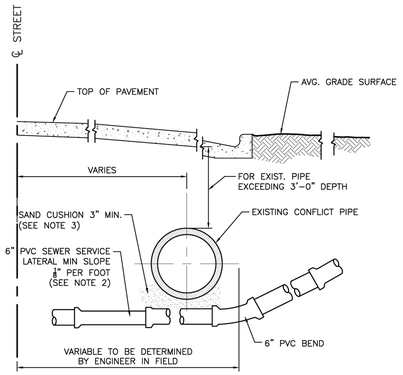
1. ALL HARDWARE IS 316 STAINLESS STEEL.
2. DETECTABLE BY STANDARD METAL DETECTORS.
3. COMPRESSION MOLDED THERMOSET COMPOSITE– NO METAL REINFORCEMENT.
4. PASSED M306 H20/H25 PROOF LOAD.

NEW SMYRNA BEACH UTILITIES	
COMPOSITE MANHOLE RING AND COVER	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS–17



NOTES:
1. ALTERNATE GRADIENT FOR 6 INCH SEWER LATERAL AT CONFLICTS WITH EXISTING UTILITIES.
2. FLATTER SLOPES MUST BE PRE–APPROVED BY NSBU ENGINEERING DEPARTMENT PRIOR TO CONSTRUCTION.
3. THE SOILS BETWEEN THE NEW MAIN AND THE CONFLICT PIPE SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY THE LABORATORY MODIFIED PROCTOR TEST, ASTM D 1557.

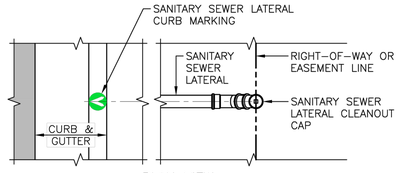
NEW SMYRNA BEACH UTILITIES	
GRAVITY SANITARY LATERAL OVER CONFLICT PIPE	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS–24



NOTES:
1. ALTERNATE GRADIENT FOR 6 INCH SEWER LATERAL AT CONFLICTS WITH EXISTING UTILITIES.
2. FLATTER SLOPES MUST BE PRE–APPROVED BY NSBU ENGINEERING DEPARTMENT PRIOR TO CONSTRUCTION.
3. THE SOILS BETWEEN THE NEW MAIN AND THE CONFLICT PIPE SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY THE LABORATORY MODIFIED PROCTOR TEST, ASTM D 1557.

NEW SMYRNA BEACH UTILITIES	
GRAVITY SANITARY LATERAL UNDER CONFLICT PIPE	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS–25

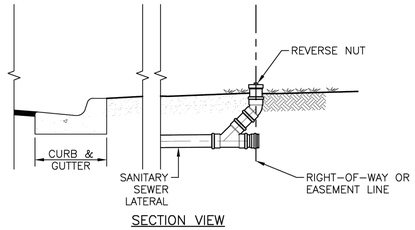
LATERAL TERMINATIONS SHALL HAVE AN AIR–TIGHT CLEANOUT CAP. LATERALS SHALL BE SAW CUT MARKED WITH A 'V' IN CURBS OR AT EDGE OF PAVEMENT AND PAINTED GREEN.



PLAN VIEW

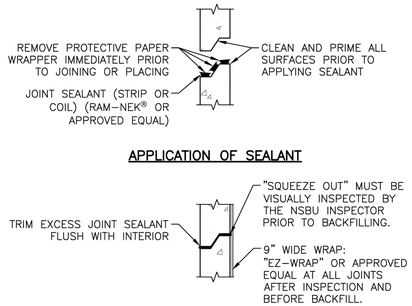
NOTE:
1. LATERALS SHALL BE MARKED WITH A 'V' IN CURBS OR AT EDGE OF PAVEMENT AND PAINTED GREEN.
2. VALVE COVER AND CURB MARKING SHALL BE PAINTED SAFETY GREEN.

SANITARY SEWER LATERAL PLAN VIEW
NTS



SECTION VIEW

NEW SMYRNA BEACH UTILITIES	
GRAVITY SANITARY SEWER LATERAL LOCATION MARKING	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS–27



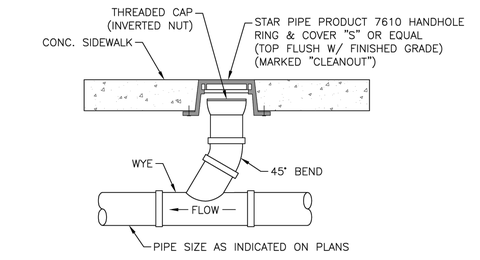
NEW SMYRNA BEACH UTILITIES	
JOINT SEALANT	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS–45

SEPARATION REQUIREMENTS FOR WATER, WASTEWATER AND RECLAIMED WATER MAINS

PROPOSED UTILITY	POTABLE WATER			WASTEWATER GRAVITY AND FORCE MAIN			RECLAIMED WATER			VACUUM SEWER		
CONFLICTING UTILITY	HORZ.	VERT.	JOINT* SPACING	HORZ.	VERT.	JOINT* SPACING	HORZ.	VERT.	JOINT* SPACING	HORZ.	VERT.	JOINT* SPACING
POTABLE WATER	3' NOTE 1	12"	3' NOTE 2	6' TO 10'	12" NOTE 5	6' NOTE 2	3'	12"	6' NOTE 2	3' TO 10'	12"	3' NOTE 2
RECLAIMED WATER	3'	12"	6' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3'	12"	6' NOTE 2	3' NOTE 1	12"	3' NOTE 2
WASTEWATER (GRAVITY AND FORCE MAIN)	6' TO 10'	12"	6' NOTE 2	3' NOTE 1	12"	6"	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2
VACUUM SEWER	3' TO 10'	12"	3' NOTE 2	3' NOTE 1	12"	6"	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2
RIGHT OF WAY	3' NOTE 1	N/A	N/A	3' NOTE 1	N/A	N/A	3' NOTE 1	N/A	N/A	3' NOTE 1	N/A	N/A
STORM SEWERS	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2
GAS	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2
TREES	3'–6'	N/A	N/A	3'–6'	N/A	N/A	3'–6' NOTE 1	N/A	N/A	3'–6'	N/A	N/A
ALL OTHER UTILITIES	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2

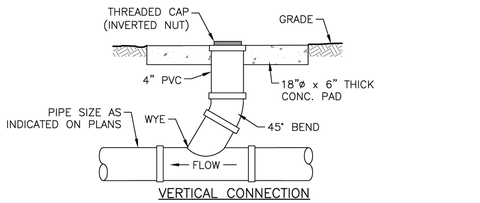
NOTES:
1. THIS SEPARATION REQUIREMENT IS TO PROVIDE ACCESSIBILITY FOR CONSTRUCTION AND MAINTENANCE. THREE FEET OF HORIZONTAL SEPARATION IS THE MINIMUM FOR PIPES WITH THREE FEET OF COVER. FOR PIPES INSTALLED AT GREATER DEPTH, PROVIDE AN ADDITIONAL FOOT OF SEPARATION FOR EACH ADDITIONAL FOOT OF DEPTH.
2. MINIMUM JOINT SPACING REQUIREMENT FROM A UTILITY CROSSING WHILE STILL MAINTAINING MINIMUM HORIZONTAL SEPARATION.
3. DISTANCES GIVEN ARE FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE.
4. NO WATER PIPE SHALL PASS THROUGH OR COME INTO CONTACT WITH ANY PART OF SANITARY OR STORM WATER MANHOLES OR STRUCTURES.
5. WATER MAIN SHOULD CROSS ABOVE OTHER PIPES WHENEVER POSSIBLE. WHEN WATER MAIN MUST BE BELOW OTHER UTILITY PIPING, THE MINIMUM SEPARATION SHALL BE 12 INCHES.

NEW SMYRNA BEACH UTILITIES	
UTILITY SEPARATION	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS–46



VERTICAL CONNECTION

CLEANOUT DETAIL FINISHED BUILDOUT (IN PAVED AREA)
NTS



VERTICAL CONNECTION

CLEANOUT DETAIL FINISHED BUILDOUT (IN UNPAVED AREA)
NTS

NEW SMYRNA BEACH UTILITIES	
GRAVITY SANITARY SEWER LATERAL CLEANOUT	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS–26

No.	REVISIONS	DATE	BY

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WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL ENGINEER BRENT A. LENZEN, PE LICENSE NUMBER 78537 STATE OF FLORIDA PROFESSIONAL ENGINEER

KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	BAL

NEW SMYRNA BEACH UTILITIES DETAILS

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER C8.8

Plotted By: Smith, Russell Sheet Set: SHOPS OF NEW SMYRNA BEACH | Layout: C8.8 September 16, 2026 05:31:43pm K:\orl_civil\249631001-new smyrna beach sprouts\CADD\CONST\plansheets\C8.0-CITY DETAILS.dwg
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RESTRAINED PIPE TABLE
WASTEWATER FORCE MAINS

MINIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S)										
TYPE	PVC PIPE SIZE									
	4"	6"	8"	10"	12"	16"	20"	24"	30"	36"
90° BEND	18	24	31	38	43	55	65	75	88	100
45° BEND	8	10	13	15	18	23	26	31	38	43
22-1/2° BEND	4	5	6	8	9	11	13	15	18	20
11-1/4° BEND	2	3	4	5	6	8	9	10	11	13
PLUG OR BRANCH OF TEE	38	50	65	79	90	117	139	163	194	223
VALVE	19	25	32	40	45	59	70	82	98	112
REDUCER	VARIES BY SIZE; TO BE DETERMINED BY THE DESIGN ENGINEER.									

NOTES:
1. FITTINGS SHALL HAVE RESTRAINED JOINTS UNLESS OTHERWISE INDICATED.
2. INSTALL FULL LENGTH JOINTS WITH TOTAL LENGTH EQUAL TO OR GREATER THAN LENGTH SHOWN IN THE TABLE.
3. WHERE TWO OR MORE FITTINGS ARE IN SERIES, SELECT FITTING RESTRAINT LENGTH THAT YIELDS THE LONGEST RESTRAINT DISTANCE.
4. ALL INLINE VALVES SHALL BE RESTRAINED.
5. WHERE INTERNAL RESTRAINED JOINTS ARE USED, THE ENTIRE BELL SHALL BE PAINTED RED.
6. LENGTHS SHOWN IN THE TABLE WERE CALCULATED IN ACCORDANCE WITH PROCEDURES OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" GUIDELINES PUBLISHED BY DIPRA, USING THE ASSUMPTIONS SHOWN BELOW:

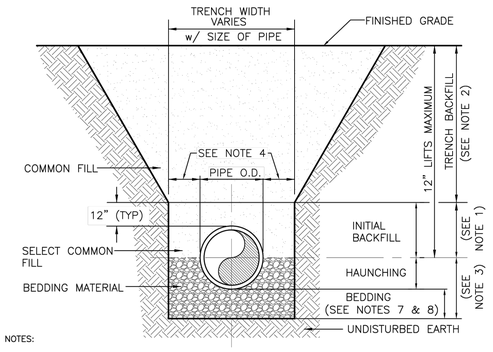
WORKING PRESSURE: 100 PSI
SOIL DESIGNATION: SM (SAND SILT)
LAYING CONDITIONS: 3
DEPTH OF COVER: 3 FT
SAFETY FACTOR: 1.5
CONVERSION FACTOR FOR PVC PIPE: 1.25

THE DESIGN ENGINEER SHALL INCREASE THE VALUES IN THE TABLE AS WARRANTED BY SITE-SPECIFIC PARAMETERS, SUCH AS SOIL DESIGNATIONS AND LAYING CONDITIONS.

NEW SMYRNA BEACH UTILITIES

RESTRAINED PIPE TABLE
WASTEWATER FORCE MAIN

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-47

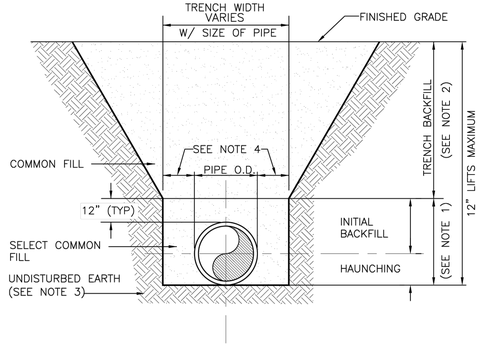


NOTES:
1. INITIAL BACKFILL: SELECT COMMON FILL COMPACTED TO 95% (98% UNDER PAVEMENT) OF THE MAXIMUM DENSITY PER AASHTO T-180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% (98% UNDER PAVEMENT) OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
3. TYPE A BEDDING MATERIAL SHALL CONFORM TO FDOT NO. 57 AGGREGATE.
4. 15" MAX. (12" MIN.) FOR PIPE DIAMETER LESS THAN 24" AND 24" MAX (18" MIN) FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
7. BEDDING DEPTH SHALL BE 4" MINIMUM FOR PIPE DIAMETER UP TO 12" AND 6" MINIMUM FOR PIPE DIAMETER 16" AND LARGER.
8. DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING ROCK BELOW THE PIPE. NSBU SHALL DETERMINE IN THE FIELD REQUIRED REMOVAL OF UNSUITABLE MATERIAL TO REACH SUITABLE FOUNDATION.
9. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN NSBU RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.

NEW SMYRNA BEACH UTILITIES

BEDDING AND TRENCHING - TYPE A

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-49



NOTES:
1. INITIAL BACKFILL AND HAUNCHING: SELECT COMMON FILL COMPACTED TO 95% (98% UNDER PAVEMENT) OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% (98% UNDER PAVEMENT) OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE A BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY NSBU.
4. 15" MAX. (12" MIN.) FOR PIPE DIAMETER LESS THAN 24" AND 24" MAX (18" MIN) FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
7. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN NSBU RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.

NEW SMYRNA BEACH UTILITIES

BEDDING AND TRENCHING - TYPE B

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-50

NSBU GENERAL NOTES:

1. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN EXCAVATING IN PROXIMITY OF WATER MAINS, WASTEWATER FORCE MAINS, GRAVITY MAINS AND RECLAIMED WATER MAINS. MAINS LOCATIONS SHOWN ON PLANS MAY NOT BE EXACT. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING EXISTING UTILITY LOCATIONS.
2. SHOULD A PIPE EMERGENCY OCCUR, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE NEW SMYRNA BEACH UTILITIES (NSBU) DISPATCH OPERATOR (386-427-1368) AND THE NSBU INSPECTOR.
3. THE CONTRACTOR SHALL NOTIFY THE NSBU ENGINEERING INSPECTOR AT LEAST SEVEN DAYS PRIOR TO COMMENCEMENT OF THE CONSTRUCTION PROJECT.
4. THE CONTRACTOR SHALL NOTIFY THE NSBU ENGINEERING INSPECTOR AT LEAST 48 HOURS PRIOR TO ANY UTILITIES CONSTRUCTION.
5. THE MATERIALS, PRODUCTS, AND CONSTRUCTION OF ALL UTILITIES CONNECTING TO THE NSBU SYSTEM SHALL BE IN CONFORMANCE WITH THE NSBU RULES, DESIGN, AND CONSTRUCTION SPECIFICATIONS.
6. ALL NSBU MAINS AND FACILITIES WITHIN THE LIMITS OF THE PROJECT SHALL BE SUPPORTED AND PROTECTED AGAINST DAMAGE DURING CONSTRUCTION.
7. THE CONTRACTOR, AT THE CONTRACTOR'S EXPENSE, SHALL IMMEDIATELY REPAIR ALL DAMAGE TO NSBU MAINS AND FACILITIES. IF THE REPAIR IS NOT MADE IN A TIMELY MANNER, AS DETERMINED BY NSBU, NSBU MAY PERFORM REQUIRED REPAIRS AND CLEANUP. THE CONTRACTOR WILL BE CHARGED FOR ALL EXPENSES ASSOCIATED WITH THE REPAIR.
8. THE CONTRACTOR SHALL ADJUST ALL EXISTING NSBU MAINS AND FACILITIES IN CONFLICT WITH NEW GRADE, NEW OR ALTERED ROADWAYS, SIDEWALKS, DRIVEWAYS, OR STORM WATER IMPROVEMENTS. NSBU FACILITIES TO BE ADJUSTED INCLUDE, BUT ARE NOT LIMITED TO, PIPELINES, PUMP STATIONS, VALVE BOXES, AIR RELEASE VALVES, FIRE HYDRANTS, MANHOLE COVERS, AND METERS.
9. ONLY NSBU PERSONNEL SHALL OPERATE NSBU WATER, WASTEWATER, AND RECLAIMED WATER VALVES. THE CONTRACTOR SHALL COORDINATE VALVE OPERATION WITH THE NSBU INSPECTOR. FOR OPERATION OF MAINS NOT OWNED BY NSBU, IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH THE APPROPRIATE UTILITY REPRESENTATIVE.
10. CONSTRUCTION ACTIVITIES SHALL NOT CAUSE INTERRUPTIONS IN WATER, WASTEWATER, OR RECLAIMED WATER SERVICE. THE CONTRACTOR SHALL COORDINATE PRE-APPROVED INTERRUPTIONS OF SERVICE WITH THE NSBU INSPECTOR 7 WORKING DAYS IN ADVANCE.
11. THE CONTRACTOR SHALL PROVIDE FOR BYPASSING AND/OR HAULING WASTEWATER DURING APPROVED INTERRUPTIONS OF WASTEWATER FLOWS AND CONNECTIONS. THE CONTRACTOR SHALL SUBMIT A BYPASS PLAN SIGNED AND SEALED BY A PROFESSIONAL ENGINEER TO NSBU ENGINEERING DEPARTMENT FOR APPROVAL PRIOR TO IMPLEMENTATION BY CONTRACTOR.
12. ALL VALVES INSTALLED AS PART OF THIS CONSTRUCTION PROJECT SHALL REMAIN CLOSED DURING CONSTRUCTION. KEEP VALVES ON ALL WET TAPS CLOSED UNTIL CLEARED BY FDEP. DO NOT CONNECT NEWLY CONSTRUCTED MAINS TO ANY EXISTING WATER MAINS UNLESS CLEARED BY FDEP AND NSBU.
13. THE CONTRACTOR SHALL PROVIDE A JUMPER ASSEMBLY WITH A BACKFLOW PREVENTER FOR MAKING TEMPORARY CONNECTIONS TO AN EXISTING WATER SOURCE IN ORDER TO CHLORINATE AND FLUSH NEW MAINS WITH WATER. ANY TEMPORARY WATER CONNECTIONS TO RECLAIMED WATER OR FORCE MAIN SHALL ALSO BE EQUIPPED WITH A BACKFLOW PREVENTER.
14. FOR PVC PIPE THAT WILL BE OWNED AND MAINTAINED BY NSBU, NO PIPE BENDING IS ALLOWED. THE MAXIMUM ALLOWABLE TOLERANCE FOR JOINT DEFLECTION IS 0.75 DEGREES (3-INCHES PER JOINT PER 20 FT STICK OF PIPE). ALIGNMENT CHANGE SHALL BE MADE ONLY WITH SLEEVES AND FITTINGS.
15. FOR NON-PVC PIPE THAT WILL BE OWNED AND MAINTAINED BY NSBU, LONG RADIUS CURVES, EITHER HORIZONTAL OR VERTICAL, MAY BE INSTALLED WITH STANDARD PIPE BY DEFLECTIONS AT THE JOINTS. MAXIMUM DEFLECTIONS AT PIPE JOINTS, FITTINGS AND LAYING RADIUS FOR THE VARIOUS PIPE LENGTHS SHALL NOT EXCEED 75 PERCENT OF THE PIPE MANUFACTURER'S RECOMMENDATION.

NEW SMYRNA BEACH UTILITIES

BEDDING AND TRENCHING - NOTES

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-48

No.	REVISIONS	DATE	BY

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LICENSED PROFESSIONAL BRENT A. LENZEN PE 78537 STATE OF FLORIDA PROFESSIONAL ENGINEER

KHA PROJECT	24963100
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	BAL

NEW SMYRNA BEACH UTILITIES DETAILS

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
C8.9

Plotted By:Smith, Russell Sheet Set:SHOPS OF NEW SMYRNA BEACH Layout:C8.9 September 16, 2026 05:31:48pm K:\orl_civil\24963100-new smyrna beach sprouts\CADD\CONST\plansheets\C8.9-CITY DETAILS.dwg
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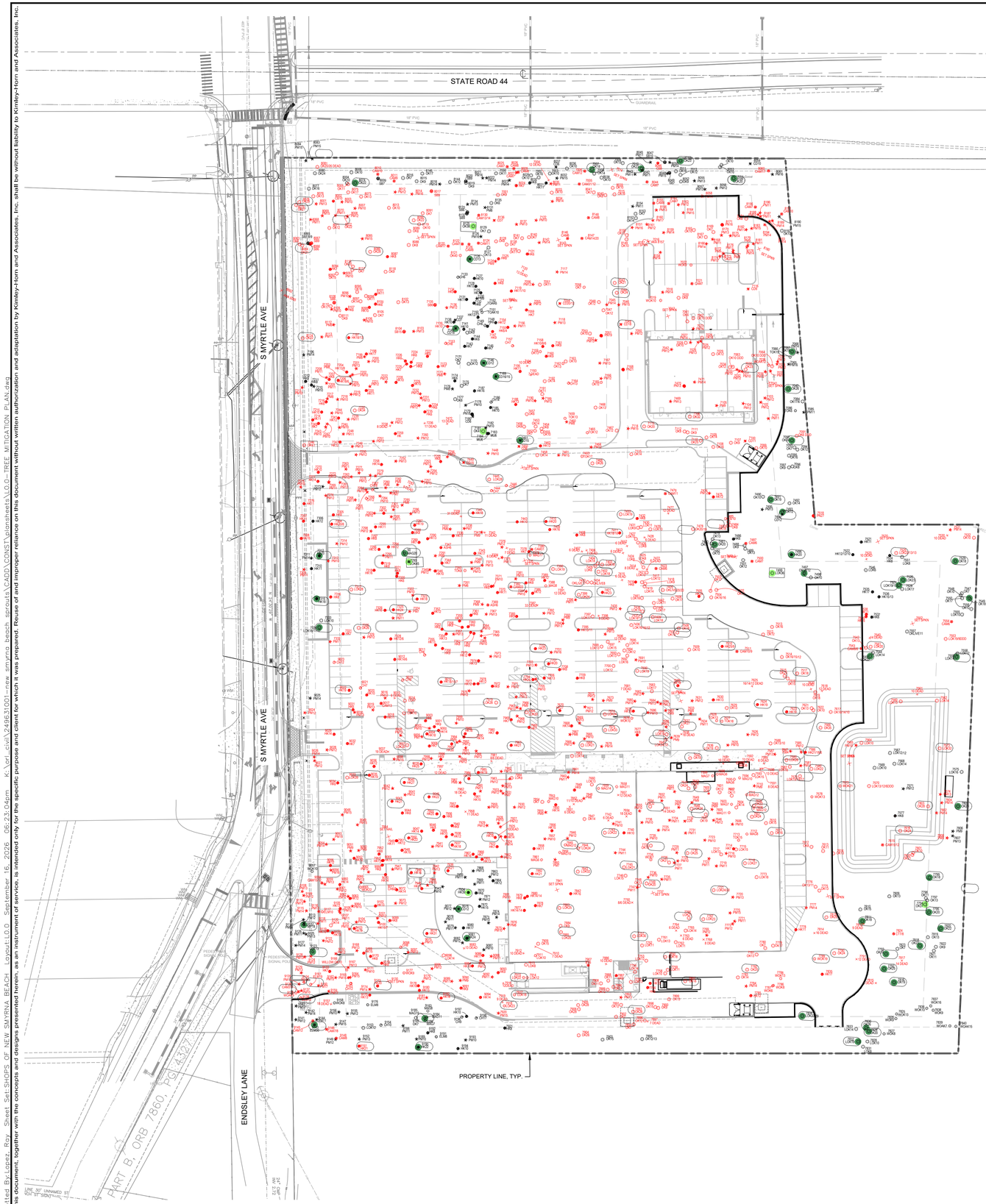

DBH (in inches)	# Removed	# Saved
12	4	3
13	1	1
14	2	0
15	1	2
16	1	0
17	1	0
18	37	12
19	17	7
20	19	7
21	15	0
22	12	4
23	4	2
24	11	2
25	6	2
26	4	2
27	5	0
28	4	0
29	2	1
30	2	0
31	2	1
32	4	0
33	1	1
34	1	0
35	1	0
37	0	2
39	0	2
41	0	1
45	0	1
Total Specimen	157	48
Total Historic	0	6

LEGEND

- TREE TO BE REMOVED
- TREE TO BE PRESERVED
- HISTORIC TREE TO BE PRESERVED
- SPECIMEN TREE TO BE PRESERVED

1105.00.(A) (4) C. Specimen Tree Protection

SITE SIZE	# OF SPECIMEN TREES	Minimum Specimen Tree Protection Requirement	Min # of Specimen Trees to be Preserved
11.37 ACRES	8.0 OR MORE PER ACRE	4 Specimen Trees Per Acre	45

TABLE 1. TREE QUANTITY SUMMARY	
TOTAL NON-PALM TREES ON SITE	783
NON-PALM TREES REMOVED	578
NON-PALM TREES PRESERVED	205
TOTAL PALM TREES ON SITE	426
PALM TREES PRESERVED	67
PALM TREES REMOVED	359

	TABLE 2. NON-PALM SUMMARY	
THE TOTAL CSA OF NON-PALMS ON SITE	NON-PALM TOTAL	140613.13
CSA OF NON-PALMS REMOVED ON SITE	NON-PALM REMOVED	104353.98
CSA OF NON-PALMS PRESERVED ON SITE	NON-PALM PRESERVED	36259.15
CSA OF SMALL PRESERVED TREES, SEE L0.3	TREES 2"<6" IN PRESERVATION AREAS	1332.98
CSA OF NON-PALMS REMOVED ON SITE	NON-PALM TOTAL REQUIRED REPLACEMENT	103021.00
10% ADJUSTMENT	10% OF CSA TO BE REPLACED	10302.10
CSA OF PROPOSED TREES	PROPOSED TREE	3102.32
REMOVED CSA THAT CAN'T BE REPLACED	DEFICIT	7199.78
ADJUSTED INTO 2.5" CALIPER TREES, DIVIDE BY 2.5" = 4.91 CSA	REQUIRED 2.5" REPLACEMENT TREES	1466.35

	TABLE 3. PALM SUMMARY	
THE TOTAL PALM CSA ON SITE	PALM CSA TOTAL	47162.80
CSA OF PALM REMOVED ON SITE	PALM CSA REMOVED	38961.12
CSA OF PALM PRESERVED ON SITE	PALM CSA PRESERVED	8201.68
CSA OF PALM REMOVED ON SITE	PALM TOTAL REQUIRED REPLACEMENT	3896.11
PROPOSED PALM INCHES	PROPOSED PALM INCHES	5495.00
EXCESS PROPOSED INCHES TO BE APPLIED TO NON-PALMS	EXTRA INCHES TO BE APPLIED TO NON-PALM TREES	1598.89
DIV. BY 16 ADJUSTMENT	DIVIDE BY 16 PER 604.051.B.3.6.	99.93

	TABLE 4. OVERALL SUMMARY	
REMOVED NON-PALM CSA THAT CAN'T BE REPLACED	NON-PALM TREE DEFICIT	7199.78
CREDIT FROM PALM SUMMARY CHART, SEE TABLE 3	EXTRA PALM INCHES TO BE APPLIED TO NON-PALM TREES	99.93
TOTAL REMOVED CSA THAT CAN'T BE REPLACED	OVERALL DEFICIT	7099.85
ADJUSTED INTO 2.5" CALIPER TREES, DIVIDE BY 2.5" = 4.91 CSA	REQUIRED 2.5" REPLACEMENT TREES TO BE PAID TO TREE BANK	1446

PROPOSED TREES				
COMMON	DBH (IN INCHES)	CROSS-SECTIONAL AREA PER TREE (SQ.IN) (A=πr^2)	QUANTITY TO BE PLANTED	TOTAL CROSS-SECTIONAL AREA REPLACED (SQ.IN)
RED MAPLE	4	12.56	15	188.40
BRACKEN'S SOUTHERN MAGNOLIA	4	12.56	16	200.96
SLASH PINE	4	12.56	109	1369.04
SOUTHERN LIVE OAK	4	12.56	95	1193.20
BALD CYPRESS	4	12.56	12	150.72
SABAL PALM	10	78.50	70	5495.00
PROPOSED NON-PALM TOTAL				3102.32
PROPOSED PALM TOTAL				5495.00
OVERALL TOTAL				8597.32

NOTE: CSA (CROSS SECTIONAL AREA) IS IN SQUARE INCHES DETERMINED BY PI * RADIUS^2 CALCULATION USING TREE DBH/2 AS RADIUS.

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STATE OF FLORIDA
9/16/2026

KHA PROJECT 249631001
DATE 09/16/2026
SCALE AS SHOWN
DESIGNED BY CER
DRAWN BY CER
CHECKED BY RCL

OVERALL TREE MITIGATION PLAN

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
L0.0

Plotted By:Lopez, Roy Street Set:SHOPS OF NEW SMYRNA BEACH Layout:L0.0 September 16, 2026 08:23:04pm K:\orl_civil\249631001-new smyrna beach sprouts\CAD\CIVIL\plotsheets\L0.0-TREE MITIGATION PLAN.dwg
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LEGEND

	TREE TO BE REMOVED
	TREE TO BE PRESERVED
	HISTORIC TREE TO BE PRESERVED
	SPECIMEN TREE TO BE PRESERVED

STATE ROAD 44

S MYRTLE AVE

GUARDRAIL

18" PVC

PROPERTY LINE, TYP.

GRAPHIC SCALE IN FEET
0 15 30 60

NORTH

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09/16/2026

KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	CER
DRAWN BY	CER
CHECKED BY	RCL

TREE MITIGATION PLAN

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
L0.1

LEGEND

- TREE TO BE REMOVED
- TREE TO BE PRESERVED
- HISTORIC TREE TO BE PRESERVED
- SPECIMEN TREE TO BE PRESERVED

NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

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DATE: 9/16/2026

KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
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TREE MITIGATION PLAN

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
L0.2

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LEGEND

SMALL TREE PRESERVATION AREAS

2"<6" DBH TREES FOUND ON 1 ACRE QUADRAT SAMPLE

Tree Code	DBH	Cross Sectional Area per Tree (in square inches)	Common Name	Botanical Name
OK	5.1	20.42	Laurel oak	Quercus laurifolia
OK	5.4	22.89	Laurel oak	Quercus laurifolia
OK	5.6	24.62	Laurel oak	Quercus laurifolia
OK	5.0	19.63	Laurel oak	Quercus laurifolia
OK	3.2	8.04	Laurel oak	Quercus laurifolia
OK	2.8	6.15	Laurel oak	Quercus laurifolia
OK	4.1	13.20	Laurel oak	Quercus laurifolia
OK	5.8	26.41	Laurel oak	Quercus laurifolia
CH	3.3	8.55	Black Cherry	Prunus Sp.
CH	2.5	4.91	Black Cherry	Prunus Sp.
CH	4.0	12.56	Black Cherry	Prunus Sp.
CH	4.2	13.85	Black Cherry	Prunus Sp.
CH	4.1	13.20	Black Cherry	Prunus Sp.
CH	2.5	4.91	Black Cherry	Prunus Sp.
CH	3.3	8.55	Black Cherry	Prunus Sp.
HK	4.2	13.85	Hickory	Carya glabra
HK	4.5	15.90	Hickory	Carya glabra
HK	2.6	5.31	Hickory	Carya glabra
HK	3.3	8.55	Hickory	Carya glabra
HK	2.6	5.31	Hickory	Carya glabra
HK	5.2	21.23	Hickory	Carya glabra
HK	3.1	7.54	Hickory	Carya glabra
SB	4.2	13.85	Hackbery	Celtis laevigata
SB	3.6	10.17	Hackbery	Celtis laevigata
SB	3.1	7.54	Hackbery	Celtis laevigata
IV	2.5	4.91	Yaupon Holly	Ilex vomitoria
IV	2.5	4.91	Yaupon Holly	Ilex vomitoria
IV	2.5	4.91	Yaupon Holly	Ilex vomitoria
IV	2.3	4.15	Yaupon Holly	Ilex vomitoria
CD	2.5	4.91	Red Cedar	Juniperus virginiana
CD	2.8	6.15	Red Cedar	Juniperus virginiana
CD	5.5	23.75	Red Cedar	Juniperus virginiana
CD	3.5	9.62	Red Cedar	Juniperus virginiana
ST	4.3	14.51	Toughbully	Sideroxylon tenax
HK	4.3	14.51	Hickory	Carya glabra
HK	2.5	4.91	Hickory	Carya glabra
CH	2.4	4.52	Black cherry	Prunus Sp.
MU	2.9	6.60	Mulberry	Morus rubra
MG	2.8	6.15	Magnolia	Magnolia grandiflora
LOK	4.6	16.61	Live oak	Quercus virginiana
LOK	5.8	26.41	Live oak	Quercus virginiana
LOK	5.2	21.23	Live oak	Quercus virginiana
LOK	3.8	11.34	Live oak	Quercus virginiana
SB	2.5	4.91	Hackberry	Celtis laevigata
HK	2.5	4.91	Hickory	Carya glabra
HK	4.1	13.20	Hickory	Carya glabra
HK	2.5	4.91	Hickory	Carya glabra
HK	5.5	23.75	Hickory	Carya glabra
MU	2.5	4.91	Red mulberry	Morus rubra
MU	2.6	5.31	Red mulberry	Morus rubra
IV	3.0	7.07	Yaupon Holly	Ilex vomitoria
IV	2.5	4.91	Yaupon Holly	Ilex vomitoria
IV	2.5	4.91	Yaupon Holly	Ilex vomitoria
IV	2.5	4.91	Yaupon Holly	Ilex vomitoria
IV	2.5	4.91	Yaupon Holly	Ilex vomitoria
IV	2.6	5.31	Yaupon Holly	Ilex vomitoria
MG	5.9	27.33	Magnolia	Magnolia grandiflora
CH	4.7	17.34	Black Cherry	Prunus Sp.
CD	5.1	20.42	Red Cedar	Juniperus virginiana
MP	4.0	12.56	Red Maple	Acer rubrum
MP	4.1	13.20	Red Maple	Acer rubrum
EM	4.5	15.90	Elm	Ulmus americana
EM	5.8	26.41	Elm	Ulmus americana

2"<6" DBH TREE PRESERVATION SUMMARY

	TREE COUNT	DBH TOTAL	TOTAL
PER 1 ACRE SAMPLE	63	231.9	734.20
PER 1.82 ACRES OF PRESERVED AREA	114	421.02	1332.98

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09/16/2026

KHA PROJECT 249631001
DATE 09/16/2026
SCALE AS SHOWN
DESIGNED BY CER
DRAWN BY CER
CHECKED BY RCL
DATE: 9/16/2026

SMALL TREE PRESERVATION PLAN

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER L0.3

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Tree ID #	Tree Code	DBH	Cross Sectional Area per Tree (in square inches)	Status	Common Name	Botanical Name
7000	OK	11	95.0	PRESERVE	Laurel Oak	Quercus laurifolia
7001	OK	9	63.6	REMOVE	Laurel Oak	Quercus laurifolia
7002	OK	16	201.0	PRESERVE	Laurel Oak	Quercus laurifolia
7003	OK	10	78.5	PRESERVE	Laurel Oak	Quercus laurifolia
7004	DEAD	12	113.0	DEAD		
7005	CAM	31	754.4	INVASIVE	Camphor Tree	Cinnamomum camphora
7006	CAM	12	113.0	INVASIVE	Camphor Tree	Cinnamomum camphora
7007	OK	18	254.3	PRESERVE	Laurel Oak	Quercus laurifolia
7008	OK	14	153.9	PRESERVE	Laurel Oak	Quercus laurifolia
7009	OK	12	113.0	PRESERVE	Laurel Oak	Quercus laurifolia
7010	OK	23	415.3	PRESERVE	Laurel Oak	Quercus laurifolia
7011	OK	16	201.0	PRESERVE	Laurel Oak	Quercus laurifolia
7012	OK	23	415.3	PRESERVE	Laurel Oak	Quercus laurifolia
7013	OK	12	113.0	PRESERVE	Laurel Oak	Quercus laurifolia
7015	OK	16	201.0	REMOVE	Laurel Oak	Quercus laurifolia
7018	PM	14	153.9	REMOVE	Cabbage Palm	Sabal palmetto
7019	WOK	10	78.5	REMOVE	Water Oak	Quercus nigra
7020	OK	8	50.2	REMOVE	Laurel Oak	Quercus laurifolia
7021	CAM	7	38.5	INVASIVE	Camphor Tree	Cinnamomum camphora
7022	WOK	9	63.6	REMOVE	Water Oak	Quercus nigra
7023	PM	14	153.9	REMOVE	Cabbage Palm	Sabal palmetto
7024	OK	10	78.5	REMOVE	Laurel Oak	Quercus laurifolia
7025	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7026	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
7027	PM	14	153.9	REMOVE	Cabbage Palm	Sabal palmetto
7028	OK	10	78.5	REMOVE	Laurel Oak	Quercus laurifolia
7029	OK	12	113.0	REMOVE	Laurel Oak	Quercus laurifolia
7030	OK	23	415.3	REMOVE	Laurel Oak	Quercus laurifolia
7031	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7032	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7033	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7034	OK	12	113.0	REMOVE	Laurel Oak	Quercus laurifolia
7035	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7036	WOK	12	113.0	REMOVE	Water Oak	Quercus nigra
7037	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7038	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7039	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7040	OK	26	530.7	PRESERVE	Laurel Oak	Quercus laurifolia
7042	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7043	OK	21	346.2	REMOVE	Laurel Oak	Quercus laurifolia
7044	OK	24	452.2	REMOVE	Laurel Oak	Quercus laurifolia
7045	PM	14	153.9	REMOVE	Cabbage Palm	Sabal palmetto
7046	PM	15	176.6	REMOVE	Cabbage Palm	Sabal palmetto
7047	OK	12	113.0	REMOVE	Laurel Oak	Quercus laurifolia
7048	OK	12	113.0	REMOVE	Laurel Oak	Quercus laurifolia
7049	CD	18	254.3	REMOVE	Red Cedar	Juniperus virginiana
7050	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7051	PN	19	283.4	REMOVE	Slash Pine	Pinus elliottii
7052	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
7053	OK	10	78.5	REMOVE	Laurel Oak	Quercus laurifolia
7054	CD	20	314.0	REMOVE	Red Cedar	Juniperus virginiana
7055	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7056	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7057	OK	11	95.0	REMOVE	Laurel Oak	Quercus laurifolia
7058	OK	7	38.5	REMOVE	Laurel Oak	Quercus laurifolia
7059	HK	7	38.5	REMOVE	Hickory	Carya glabra
7061	OK	6	28.3	REMOVE	Laurel Oak	Quercus laurifolia
7062	OK	13	132.7	DEAD	Laurel Oak	Quercus laurifolia
7063	OK	10	78.5	DEAD	Laurel Oak	Quercus laurifolia
7064	OK	10	78.5	DEAD	Laurel Oak	Quercus laurifolia
7065	PM	16	201.0	PRESERVE	Cabbage Palm	Sabal palmetto
7066	TOK	15	176.6	PRESERVE	Turkey Oak	Quercus laevis
7067	OK	19	283.4	PRESERVE	Laurel Oak	Quercus laurifolia
7068	PM	14	153.9	PRESERVE	Cabbage Palm	Sabal palmetto
7069	PM	15	176.6	OFFSITE	Cabbage Palm	Sabal palmetto
7070	PM	12	113.0	OFFSITE	Cabbage Palm	Sabal palmetto
7071	PM	12	113.0	OFFSITE	Cabbage Palm	Sabal palmetto
7072	PM	14	153.9	OFFSITE	Cabbage Palm	Sabal palmetto
7073	OK	7	38.5	OFFSITE	Laurel Oak	Quercus laurifolia
7074	OK	14	153.9	OFFSITE	Laurel Oak	Quercus laurifolia
7075	OK	7	38.5	OFFSITE	Laurel Oak	Quercus laurifolia
7076	PM	15	176.6	OFFSITE	Cabbage Palm	Sabal palmetto
7077	PM	11	95.0	OFFSITE	Cabbage Palm	Sabal palmetto
7078	PM	9	63.6	OFFSITE	Cabbage Palm	Sabal palmetto
7079	PM	15	176.6	OFFSITE	Cabbage Palm	Sabal palmetto
7080	OK	11	95.0	OFFSITE	Laurel Oak	Quercus laurifolia
7081	OK	11	95.0	OFFSITE	Laurel Oak	Quercus laurifolia
7082	OK	9	63.6	OFFSITE	Laurel Oak	Quercus laurifolia
7083	OK	9	63.6	OFFSITE	Laurel Oak	Quercus laurifolia
7084	OK	17	226.9	PRESERVE	Laurel Oak	Quercus laurifolia
7085	PM	11	95.0	PRESERVE	Cabbage Palm	Sabal palmetto
7086	TOK	6	28.3	PRESERVE	Turkey Oak	Quercus laevis
7087	OK	8	50.2	OFFSITE	Laurel Oak	Quercus laurifolia
7088	OK	10	78.5	OFFSITE	Laurel Oak	Quercus laurifolia
7089	OK	9	63.6	OFFSITE	Laurel Oak	Quercus laurifolia
7090	OK	11	95.0	OFFSITE	Laurel Oak	Quercus laurifolia
7091	OK	6	28.3	DEAD	Laurel Oak	Quercus laurifolia
7092	OK	24	452.2	PRESERVE	Laurel Oak	Quercus laurifolia
7093	OK	7	38.5	PRESERVE	Laurel Oak	Quercus laurifolia
7094	OK	12	113.0	PRESERVE	Laurel Oak	Quercus laurifolia
7095	OK	16	201.0	PRESERVE	Laurel Oak	Quercus laurifolia
7096	OK	8	50.2	PRESERVE	Laurel Oak	Quercus laurifolia
7097	OK	9	63.6	PRESERVE	Laurel Oak	Quercus laurifolia
7098	OK	17	226.9	OFFSITE	Laurel Oak	Quercus laurifolia
7099	OK	10	78.5	REMOVE	Laurel Oak	Quercus laurifolia
7100	CD	11	95.0	REMOVE	Red Cedar	Juniperus virginiana
7101	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
7102	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto

Tree ID #	Tree Code	DBH	Cross Sectional Area per Tree (in square inches)	Status	Common Name	Botanical Name
7103	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7104	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7105	PM	9	63.6	REMOVE	Cabbage Palm	Sabal palmetto
7106	OK	32	803.8	REMOVE	Laurel Oak	Quercus laurifolia
7107	OK	9	63.6	REMOVE	Laurel Oak	Quercus laurifolia
7108	OK	16	201.0	REMOVE	Laurel Oak	Quercus laurifolia
7109	OK	14	153.9	REMOVE	Laurel Oak	Quercus laurifolia
7110	OK	25	490.6	REMOVE	Laurel Oak	Quercus laurifolia
7111	OK	9	63.6	REMOVE	Laurel Oak	Quercus laurifolia
7112	OK	9	63.6	REMOVE	Laurel Oak	Quercus laurifolia
7113	OK	20	314.0	REMOVE	Laurel Oak	Quercus laurifolia
7114	PM	15	176.6	REMOVE	Cabbage Palm	Sabal palmetto
7115	OK	14	153.9	REMOVE	Laurel Oak	Quercus laurifolia
7116	CD	9	63.6	REMOVE	Red Cedar	Juniperus virginiana
7117	PM	14	153.9	REMOVE	Cabbage Palm	Sabal palmetto
7118	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
7119	HK	11	95.0	REMOVE	Hickory	Carya glabra
7120	DEAD	13	132.7	DEAD		
7121	HK	6	28.3	REMOVE	Hickory	Carya glabra
7122	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7123	HK	8	50.2	REMOVE	Hickory	Carya glabra
7124	PM	9	63.6	REMOVE	Cabbage Palm	Sabal palmetto
7125	HK	6	28.3	REMOVE	Hickory	Carya glabra
7126	CD	13	132.7	PRESERVE	Red Cedar	Juniperus virginiana
7127	HK	10	78.5	DEAD	Hickory	Carya glabra
7128	HK	12	113.0	PRESERVE	Hickory	Carya glabra
7129	HK	7	38.5	PRESERVE	Hickory	Carya glabra
7130	PM	9	63.6	PRESERVE	Cabbage Palm	Sabal palmetto
7131	HK	11	95.0	PRESERVE	Hickory	Carya glabra
7132	HK	6	28.3	PRESERVE	Hickory	Carya glabra
7133	CH	6	28.3	PRESERVE	Black Cherry	Prunus sp.
7134	HK	9	63.6	REMOVE	Hickory	Carya glabra
7135	SB	6	28.3	REMOVE	Hackberry	Celtis laevigata
7136	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7137	CD	7	38.5	PRESERVE	Red Cedar	Juniperus virginiana
7138	HK	10	78.5	PRESERVE	Hickory	Carya glabra
7139	HK	10	78.5	REMOVE	Hickory	Carya glabra
7140	CD	18	254.3	PRESERVE	Red Cedar	Juniperus virginiana
7141	HK	10	78.5	PRESERVE	Hickory	Carya glabra
7142	OK	9	63.6	PRESERVE	Laurel Oak	Quercus laurifolia
7143	HK	7	38.5	PRESERVE	Hickory	Carya glabra
7144	HK	6	28.3	PRESERVE	Hickory	Carya glabra
7145	HK	7	38.5	PRESERVE	Hickory	Carya glabra
7146	CD	12	113.0	PRESERVE	Red Cedar	Juniperus virginiana
7147	HK	9	63.6	REMOVE	Hickory	Carya glabra
7148	HK	6	28.3	PRESERVE	Hickory	Carya glabra
7149	CH	6	28.3	PRESERVE	Black Cherry	Prunus sp.
7150	HK	12	113.0	PRESERVE	Hickory	Carya glabra
7151	TOK	10	78.5	PRESERVE	Turkey Oak	Quercus laevis
7152	TOK	6	28.3	PRESERVE	Turkey Oak	Quercus laevis
7153	CH	8	50.2	REMOVE	Black Cherry	Prunus sp.
7154	HK	12	113.0	REMOVE	Hickory	Carya glabra
7155	HK	6	28.3	REMOVE	Hickory	Carya glabra
7156	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
7157	CH	7	38.5	REMOVE	Black Cherry	Prunus sp.
7158	HK	10	78.5	REMOVE	Hickory	Carya glabra
7159	OK	13	132.7	REMOVE	Laurel Oak	Quercus laurifolia
7160	HK	9	63.6	REMOVE	Hickory	Carya glabra
7161	HK	9	63.6	REMOVE	Hickory	Carya glabra
7162	OK	13	132.7	DEAD	Laurel Oak	Quercus laurifolia
7163	OK	10	78.5	REMOVE	Laurel Oak	Quercus laurifolia
7164	CH	13	132.7	REMOVE	Black Cherry	Prunus sp.
7165	OK	12	113.0	REMOVE	Laurel Oak	Quercus laurifolia
7166	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7167	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
7168	PN	21	346.2	REMOVE	Slash Pine	Pinus elliottii
7169	CD	16	201.0	PRESERVE	Red Cedar	Juniperus virginiana
7170	OK	12	113.0	PRESERVE	Laurel Oak	Quercus laurifolia
7171	OK	7	38.5	PRESERVE	Laurel Oak	Quercus laurifolia
7172	PM	8	50.2	REMOVE	Cabbage Palm	Sabal palmetto
7173	HK	7	38.5	REMOVE	Hickory	Carya glabra
7174	HK	6	28.3	PRESERVE	Hickory	Carya glabra
7175	OK	7	38.5	PRESERVE	Laurel Oak	Quercus laurifolia
7176	PM	8	50.2	PRESERVE	Cabbage Palm	Sabal palmetto
7177	OK	8	50.2	PRESERVE	Laurel Oak	Quercus laurifolia
7178	PM	10	78.5	PRESERVE	Cabbage Palm	Sabal palmetto
7179	PN	18	254.3	PRESERVE	Slash Pine	Pinus elliottii
7180	CD	6	28.3	PRESERVE	Red Cedar	Juniperus virginiana
7181	OK	41	1319.6	PRESERVE	Laurel Oak	Quercus laurifolia
7182	PM	10	78.5	PRESERVE	Cabbage Palm	Sabal palmetto
7183	MU	6	28.3	PRESERVE	Morus rubra	Red mulberry
7184	MU	6	28.3	PRESERVE	Morus rubra	Red mulberry
7185	HK	10	78.5	PRESERVE	Hickory	Carya glabra
7186	CH	14	153.9	PRESERVE	Black Cherry	Prunus sp.
7187	HK	16	201.0	PRESERVE	Hickory	Carya glabra
7188	HK	13	132.7	REMOVE	Hickory	Carya glabra
7189	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7190	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7191	OK	11	95.0	REMOVE	Laurel Oak	Quercus laurifolia
7192	OK	14	153.9	REMOVE	Laurel Oak	Quercus laurifolia
7193	DEAD	7	38.5	DEAD		
7194	DEAD	10	78.5	DEAD		
7195	HK	11	95.0	REMOVE	Hickory	Carya glabra
7196	PM	14	153.9	PRESERVE	Cabbage Palm	Sabal palmetto
7197	HK	18	254.3	REMOVE	Hickory	Carya glabra
7198	HK	17	226.9	REMOVE	Hickory	Carya glabra
7199	PM	8	50.2	REMOVE	Cabbage Palm	Sabal palmetto
7200	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto

Tree ID #	Tree Code	DBH	Cross Sectional Area per Tree (in square inches)	Status	Common Name	Botanical Name
7201	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
7202	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7203	PM	8	50.2	REMOVE	Cabbage Palm	Sabal palmetto
7204	HK	13	132.7	REMOVE	Hickory	Carya glabra
7205	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
7206	HK	18	254.3	REMOVE	Hickory	Carya glabra
7207	HK	8	50.2	REMOVE	Hickory	Carya glabra
7208	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
7209	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
7210	PM	10	78.5	PRESERVE	Cabbage Palm	Sabal palmetto
7211	HK	8	50.2	PRESERVE	Hickory	Carya glabra
7212	HK	8	50.2	PRESERVE	Hickory	Carya glabra
7213	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7214	HK	11	95.0	REMOVE	Hickory	Carya glabra
7215	HK	10	78.5	REMOVE	Hickory	Carya glabra
7216	HK	6	28.3	REMOVE	Hickory	Carya glabra
7217	PM	8	50.2	REMOVE	Cabbage Palm	Sabal palmetto
7218	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7219	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7220	HK	11	95.0	REMOVE	Hickory	Carya glabra
7221	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7222	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
7223	HK	8	50.2	REMOVE	Hickory	Carya glabra
7224	HK	6	28.3	REMOVE	Hickory	Carya glabra
7225	HK	7	38.5	REMOVE	Hickory	Carya glabra
7226	HK	6	28.3	REMOVE	Hickory	Carya glabra
7227	HK	9	63.6	REMOVE	Hickory	Carya glabra
7228	HK	10	78.5	REMOVE	Hickory	Carya glabra
7229	HK	10	78.5	REMOVE	Hickory	Carya glabra
7230	OK	34	907.5	REMOVE	Laurel Oak	Quercus laurifolia
7231	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
7232	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7233	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7234	HK	6	28.3	REMOVE	Hickory	Carya glabra
7235	HK	6	28.3	REMOVE	Hickory	Carya glabra
7236	DEAD	17	226.9	DEAD		
7237	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7238	DEAD	8	50.2	DEAD		
7239	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
7240	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7241	HK	12	113.0	REMOVE	Hickory	Carya glabra
7242	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7243	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7244	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7245	HK	7	38.5	REMOVE	Hickory	Carya glabra
7246	OK	41	1319.6	REMOVE	Laurel Oak	Quercus laurifolia
7247	HK	12	113.0	REMOVE	Hickory	Carya glabra
7248	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
7249	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
7250	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7251	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7252	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
7253	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
7254	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7255	HK	8	50.2	REMOVE	Hickory	Carya glabra
7256	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7257	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
7258	HK	14	153.9	REMOVE	Hickory	Carya glabra
7259	HK	14	153.9	REMOVE	Hickory	Carya glabra
7260	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7261	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7262	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7263	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
7264	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7265	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
7266	CH	12	113.0	REMOVE	Black Cherry	Prunus sp.
7267	CH	18	254.3	REMOVE	Black Cherry	Prunus sp.
7268	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
7269	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
7270	HK	10	78.5	DEAD	Hickory	Carya glabra
7271	HK	14	153.9	REMOVE	Hickory	Carya glabra
7272	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7273	PM	12	113.0	PRESERVE	Cabbage Palm	Sabal palmetto
7274	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7275	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7276	HK	11	95.0	REMOVE	Hickory	Carya glabra
7277	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7278	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7279	PM	7	38.5	REMOVE	Cabbage Palm	Sabal palmetto
7280	PM	6	28.3	REMOVE	Cabbage Palm	Sabal palmetto
7281	PM	7	38.5	REMOVE	Cabbage Palm	Sabal palmetto
7282	PM	9	63.6	REMOVE	Cabbage Palm	Sabal palmetto
7283	DEAD	9	63.6	DEAD		
7284	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7285	PM	8	50.2	REMOVE	Cabbage Palm	Sabal palmetto
7286	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7287	HK	19	283.4	REMOVE	Hickory	Carya glabra
7288	HK	8	50.2	REMOVE	Hickory	Carya glabra
7289	HK	7	38.5	REMOVE	Hickory	Carya glabra
7290	HK	13	132.7	REMOVE	Hickory	Carya glabra
7291	PM	9	63.6	REMOVE	Cabbage Palm	Sabal palmetto
7292	MG	20	314.0	PRESERVE	Southern Magnolia	Magnolia grandiflora
7293	LOK	45	1589.6	PRESERVE	Live Oak	Quercus virginiana
7294	HK	12	113.0	REMOVE	Hickory	Carya glabra
7295	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
7296	HK	10	78.5	REMOVE	Hickory	Carya glabra
7297	HK	8	50.2	REMOVE	Hickory	Carya glabra
7298	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto

No. | REVISIONS | DATE | BY

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LICENSED PROFESSIONAL
Raymond Lopez
RAYMOND LOPEZ REGISTERED LANDSCAPE ARCHITECT LA2053 STATE OF FLORIDA
DATE: 9/16/2026

KHA PROJECT 249631001
DATE 09/16/2026
SCALE AS SHOWN
DESIGNED BY CER
DRAWN BY CER
CHECKED BY RCL

TREE MITIGATION INVENTORY

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
L0.4

Plotted By: Lopez, Ray Sheet Set: SHOPS OF NEW SMYRNA BEACH Layout: L0.4 September 16, 2026 06:23:23pm K:\orl_civil\249631001-new smyrna beach sprouts\CADD\CONST\plansheets\L0.0-TREE MITIGATION PLAN.dwg
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Tree ID #	Tree Code	DBH	Cross Sectional Area per Tree (in square inches)	Status	Common Name	Botanical Name
7299	HK	11	95.0	REMOVE	Hickory	Carya glabra
7300	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
7301	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7302	HK	14	153.9	REMOVE	Hickory	Carya glabra
7303	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7304	HK	20	314.0	REMOVE	Hickory	Carya glabra
7305	HK	6	28.3	REMOVE	Hickory	Carya glabra
7306	HK	12	113.0	PRESERVE	Hickory	Carya glabra
7307	HK	11	95.0	REMOVE	Hickory	Carya glabra
7308	HK	15	176.6	REMOVE	Hickory	Carya glabra
7309	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
7310	HK	11	95.0	PRESERVE	Hickory	Carya glabra
7311	PM	14	153.9	PRESERVE	Cabbage Palm	Sabal palmetto
7312	HK	20	314.0	PRESERVE	Hickory	Carya glabra
7313	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7314	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7315	HK	18	254.3	PRESERVE	Hickory	Carya glabra
7316	HK	6	28.3	REMOVE	Hickory	Carya glabra
7317	LOK	28	615.4	REMOVE	Live Oak	Quercus virginiana
7318	HK	16	201.0	REMOVE	Hickory	Carya glabra
7319	HK	6	28.3	REMOVE	Hickory	Carya glabra
7320	HK	6	28.3	REMOVE	Hickory	Carya glabra
7321	HK	8	50.2	REMOVE	Hickory	Carya glabra
7322	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7323	HK	18	254.3	REMOVE	Hickory	Carya glabra
7324	PM	7	38.5	REMOVE	Cabbage Palm	Sabal palmetto
7325	HK	24	452.2	REMOVE	Hickory	Carya glabra
7326	HK	10	78.5	REMOVE	Hickory	Carya glabra
7327	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
7328	HK	12	113.0	REMOVE	Hickory	Carya glabra
7329	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7330	OK	26	530.7	REMOVE	Laurel Oak	Quercus laurifolia
7331	HK	7	38.5	REMOVE	Hickory	Carya glabra
7332	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
7333	LOK	10	78.5	PRESERVE	Live Oak	Quercus virginiana
7334	LOK	18	254.3	PRESERVE	Live Oak	Quercus virginiana
7336	HK	11	95.0	REMOVE	Hickory	Carya glabra
7337	PM	6	28.3	REMOVE	Cabbage Palm	Sabal palmetto
7338	PM	7	38.5	REMOVE	Cabbage Palm	Sabal palmetto
7339	DEAD	31	754.4	DEAD		
7340	HK	18	254.3	REMOVE	Hickory	Carya glabra
7341	PM	9	63.6	REMOVE	Cabbage Palm	Sabal palmetto
7342	DEAD	11	95.0	DEAD		
7343	HK	17	226.9	REMOVE	Hickory	Carya glabra
7344	HK	7	38.5	REMOVE	Hickory	Carya glabra
7345	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7346	HK	10	78.5	REMOVE	Hickory	Carya glabra
7347	ASH	6	28.3	REMOVE	Ash tree	Fraxinus sp.
7348	PM	9	63.6	REMOVE	Cabbage Palm	Sabal palmetto
7349	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7350	TOK	8	50.2	REMOVE	Turkey Oak	Quercus laevis
7351	PM	6	28.3	REMOVE	Cabbage Palm	Sabal palmetto
7352	HK	12	113.0	REMOVE	Hickory	Carya glabra
7353	HK	9	63.6	REMOVE	Hickory	Carya glabra
7354	HK	13	132.7	REMOVE	Hickory	Carya glabra
7355	HK	13	132.7	REMOVE	Hickory	Carya glabra
7356	HK	9	63.6	REMOVE	Hickory	Carya glabra
7357	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
7358	HK	8	50.2	REMOVE	Hickory	Carya glabra
7359	HK	10	78.5	REMOVE	Hickory	Carya glabra
7360	HK	6	28.3	REMOVE	Hickory	Carya glabra
7361	HK	6	28.3	REMOVE	Hickory	Carya glabra
7362	HK	8	50.2	REMOVE	Hickory	Carya glabra
7363	HK	6	28.3	REMOVE	Hickory	Carya glabra
7364	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7365	PM	9	63.6	REMOVE	Cabbage Palm	Sabal palmetto
7366	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7367	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
7368	PM	9	63.6	REMOVE	Cabbage Palm	Sabal palmetto
7369	ASH	6	28.3	REMOVE	Ash tree	Fraxinus sp.
7370	HK	11	95.0	REMOVE	Hickory	Carya glabra
7371	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7372	HK	6	28.3	REMOVE	Hickory	Carya glabra
7373	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
7374	DEAD	6	28.3	DEAD		
7375	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
7376	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7377	DEAD	7	38.5	DEAD		
7378	HK	7	38.5	REMOVE	Hickory	Carya glabra
7379	MG	17	226.9	REMOVE	Southern Magnolia	Magnolia grandiflora
7380	CAM	31	754.4	INVASIVE	Camphor Tree	Cinnamomum camphora
7381	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7382	CAM	22	379.9	INVASIVE	Camphor Tree	Cinnamomum camphora
7383	HK	8	50.2	REMOVE	Hickory	Carya glabra
7384	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7385	HK	9	63.6	REMOVE	Hickory	Carya glabra
7386	HK	12	113.0	REMOVE	Hickory	Carya glabra
7387	DEAD	33	854.9	DEAD		
7388	MG	8	50.2	REMOVE	Southern Magnolia	Magnolia grandiflora
7389	HK	12	113.0	REMOVE	Hickory	Carya glabra
7390	LOK	19	283.4	REMOVE	Live Oak	Quercus virginiana
7391	DEAD	12	113.0	DEAD		
7392	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7393	PM	9	63.6	REMOVE	Cabbage Palm	Sabal palmetto
7394	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
7395	HK	13	132.7	REMOVE	Hickory	Carya glabra
7396	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
7397	LOK	17	226.9	REMOVE	Live Oak	Quercus virginiana

Tree ID #	Tree Code	DBH	Cross Sectional Area per Tree (in square inches)	Status	Common Name	Botanical Name
7398	DEAD	8	50.2	DEAD		
7399	LOK	24	452.2	REMOVE	Live Oak	Quercus virginiana
7400	LOK	17	226.9	REMOVE	Live Oak	Quercus virginiana
7401	HK	23	415.3	REMOVE	Hickory	Carya glabra
7402	LOK	18	254.3	REMOVE	Live Oak	Quercus virginiana
7403	LOK	18	254.3	REMOVE	Live Oak	Quercus virginiana
7404	LOK	18	254.3	REMOVE	Live Oak	Quercus virginiana
7405	LOK	6	28.3	REMOVE	Live Oak	Quercus virginiana
7406	DEAD	7	38.5	DEAD		
7407	DEAD	6	28.3	DEAD		
7408	HK	8	50.2	REMOVE	Hickory	Carya glabra
7409	HK	16	201.0	REMOVE	Hickory	Carya glabra
7410	HK	20	314.0	REMOVE	Hickory	Carya glabra
7411	HK	18	254.3	REMOVE	Hickory	Carya glabra
7412	DEAD	6	28.3	DEAD		
7413	DEAD	6	28.3	DEAD		
7414	DEAD	8	50.2	DEAD		
7415	DEAD	6	28.3	DEAD		
7416	HK	6	28.3	REMOVE	Hickory	Carya glabra
7417	LOK	12	113.0	REMOVE	Live Oak	Quercus virginiana
7418	LOK	9	63.6	REMOVE	Live Oak	Quercus virginiana
7419	LOK	14	153.9	REMOVE	Live Oak	Quercus virginiana
7420	LOK	20	314.0	REMOVE	Live Oak	Quercus virginiana
7421	LOK	10	78.5	REMOVE	Live Oak	Quercus virginiana
7422	DEAD	6	28.3	DEAD		
7423	CAM	6	28.3	INVASIVE	Camphor Tree	Cinnamomum camphora
7424	LOK	8	50.2	REMOVE	Live Oak	Quercus virginiana
7425	LOK	8	50.2	REMOVE	Live Oak	Quercus virginiana
7426	LOK	8	50.2	REMOVE	Live Oak	Quercus virginiana
7427	LOK	10	78.5	REMOVE	Live Oak	Quercus virginiana
7428	DEAD	6	28.3	DEAD		
7429	LOK	13	132.7	REMOVE	Live Oak	Quercus virginiana
7430	LOK	11	95.0	REMOVE	Live Oak	Quercus virginiana
7431	LOK	9	63.6	REMOVE	Live Oak	Quercus virginiana
7432	HK	8	50.2	REMOVE	Hickory	Carya glabra
7433	LOK	19	283.4	REMOVE	Live Oak	Quercus virginiana
7434	LOK	8	50.2	REMOVE	Live Oak	Quercus virginiana
7435	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7436	LOK	16	201.0	REMOVE	Live Oak	Quercus virginiana
7437	LOK	18	254.3	REMOVE	Live Oak	Quercus virginiana
7438	LOK	18	254.3	REMOVE	Live Oak	Quercus virginiana
7439	LOK	18	254.3	REMOVE	Live Oak	Quercus virginiana
7440	LOK	17	226.9	REMOVE	Live Oak	Quercus virginiana
7441	LOK	16	201.0	REMOVE	Live Oak	Quercus virginiana
7442	LOK	11	95.0	REMOVE	Live Oak	Quercus virginiana
7443	HK	10	78.5	REMOVE	Hickory	Carya glabra
7444	CH	7	38.5	REMOVE	Black Cherry	Prunus sp.
7445	LOK	28	615.4	REMOVE	Live Oak	Quercus virginiana
7446	CH	9	63.6	REMOVE	Black Cherry	Prunus sp.
7448	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7449	CD	15	176.6	REMOVE	Red Cedar	Juniperus virginiana
7450	CD	6	28.3	REMOVE	Red Cedar	Juniperus virginiana
7451	CD	15	176.6	PRESERVE	Red Cedar	Juniperus virginiana
7452	OK	7	38.5	REMOVE	Laurel Oak	Quercus laurifolia
7453	OK	14	153.9	REMOVE	Laurel Oak	Quercus laurifolia
7454	OK	8	50.2	REMOVE	Laurel Oak	Quercus laurifolia
7455	OK	10	78.5	REMOVE	Laurel Oak	Quercus laurifolia
7456	OK	8	50.2	REMOVE	Laurel Oak	Quercus laurifolia
7457	OK	6	28.3	REMOVE	Laurel Oak	Quercus laurifolia
7458	OK	14	153.9	REMOVE	Laurel Oak	Quercus laurifolia
7459	TOK	13	132.7	REMOVE	Turkey Oak	Quercus laevis
7460	PM	8	50.2	REMOVE	Cabbage Palm	Sabal palmetto
7461	PM	15	176.6	REMOVE	Cabbage Palm	Sabal palmetto
7462	HK	12	113.0	REMOVE	Hickory	Carya glabra
7463	TOK	17	226.9	REMOVE	Turkey Oak	Quercus laevis
7464	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7465	TOK	12	113.0	REMOVE	Turkey Oak	Quercus laevis
7466	OK	13	132.7	REMOVE	Laurel Oak	Quercus laurifolia
7467	OK	12	113.0	REMOVE	Laurel Oak	Quercus laurifolia
7468	OK	26	530.7	REMOVE	Laurel Oak	Quercus laurifolia
7469	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
7470	PN	13	132.7	REMOVE	Slash Pine	Pinus elliottii
7471	PM	14	153.9	REMOVE	Cabbage Palm	Sabal palmetto
7472	DEAD	13	132.7	DEAD		
7474	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7475	HK	12	113.0	REMOVE	Hickory	Carya glabra
7476	CAM	11	95.0	INVASIVE	Camphor Tree	Cinnamomum camphora
7477	DEAD	12	113.0	DEAD		
7478	OK	20	314.0	REMOVE	Laurel Oak	Quercus laurifolia
7479	OK	13	132.7	PRESERVE	Laurel Oak	Quercus laurifolia
7480	OK	12	113.0	PRESERVE	Laurel Oak	Quercus laurifolia
7481	OK	20	314.0	PRESERVE	Laurel Oak	Quercus laurifolia
7482	OK	12	113.0	PRESERVE	Laurel Oak	Quercus laurifolia
7483	OK	18	254.3	REMOVE	Laurel Oak	Quercus laurifolia
7484	OK	8	50.2	REMOVE	Laurel Oak	Quercus laurifolia
7485	OK	18	254.3	REMOVE	Laurel Oak	Quercus laurifolia
7486	HK	6	28.3	PRESERVE	Hickory	Carya glabra
7487	CAM	6	28.3	INVASIVE	Camphor Tree	Cinnamomum camphora
7488	OK	9	63.6	PRESERVE	Laurel Oak	Quercus laurifolia
7489	OK	13	132.7	PRESERVE	Laurel Oak	Quercus laurifolia
7490	OK	10	78.5	PRESERVE	Laurel Oak	Quercus laurifolia
7491	OK	19	283.4	PRESERVE	Laurel Oak	Quercus laurifolia
7492	OK	14	153.9	PRESERVE	Laurel Oak	Quercus laurifolia
7493	OK	12	113.0	PRESERVE	Laurel Oak	Quercus laurifolia
7494	CD	12	113.0	PRESERVE	Red Cedar	Juniperus virginiana
7495	PM	13	132.7	PRESERVE	Cabbage Palm	Sabal palmetto
7496	HK	20	314.0	PRESERVE	Hickory	Carya glabra
7497	OK	18	254.3	PRESERVE	Laurel Oak	Quercus laurifolia

Tree ID #	Tree Code	DBH	Cross Sectional Area per Tree (in square inches)	Status	Common Name	Botanical Name
7498	OK	10	78.5	PRESERVE	Laurel Oak	Quercus laurifolia
7499	LOK	36	1017.4	PRESERVE	Live Oak	Quercus virginiana
7500	CAM	7	38.5	INVASIVE	Camphor Tree	Cinnamomum camphora
7501	OK	12	113.0	PRESERVE	Laurel Oak	Quercus laurifolia
7502	OK	17	226.9	REMOVE	Laurel Oak	Quercus laurifolia
7503	OK	17	226.9	REMOVE	Laurel Oak	Quercus laurifolia
7504	OK	16	201.0	REMOVE	Laurel Oak	Quercus laurifolia
7505	HK	29	660.2	REMOVE	Hickory	Carya glabra
7506	OK	17	226.9	REMOVE	Laurel Oak	Quercus laurifolia
7507	OK	19	283.4	REMOVE	Laurel Oak	Quercus laurifolia
7508	OK	18	254.3	REMOVE	Laurel Oak	Quercus laurifolia
7509	OK	10	78.5	REMOVE	Laurel Oak	Quercus laurifolia
7510	HK	25	490.6	REMOVE	Hickory	Carya glabra
7511	CAM	10	78.5	INVASIVE	Camphor Tree	Cinnamomum camphora
7512	OK	12	113.0	REMOVE	Laurel Oak	Quercus laurifolia
7513	OK	16	201.0	REMOVE	Laurel Oak	Quercus laurifolia
7514	OK	16	201.0	REMOVE	Laurel Oak	Quercus laurifolia
7515	OK	23	415.3	REMOVE	Laurel Oak	Quercus laurifolia
7516	OK	15	176.6	REMOVE	Laurel Oak	Quercus laurifolia
7517	OK	18	254.3	REMOVE	Laurel Oak	Quercus laurifolia
7518	PN	27	572.3	REMOVE	Slash Pine	Pinus elliottii
7521	HK	11	95.0	PRESERVE	Hickory	Carya glabra
7522	HK	12	113.0	PRESERVE	Hickory	Carya glabra
7523	DEAD	10	78.5	DEAD		
7524	HK	8	50.2	PRESERVE	Hickory	Carya glabra
7525	LOK	22	379.9	REMOVE	Live Oak	Quercus virginiana
7526	LOK	23	415.3	PRESERVE	Live Oak	Quercus virginiana
7527	LOK	19	283.4	PRESERVE	Live Oak	Quercus virginiana
7528	LOK	17	226.9	PRESERVE	Live Oak	Quercus virginiana
7529	OK	18	254.3	PRESERVE	Laurel Oak	Quercus laurifolia
7530	DEAD	10	78.5	DEAD		
7531	PM	14	153.9	REMOVE	Cabbage Palm	Sabal palmetto
7532	OK	10	78.5	DEAD	Laurel Oak	Quercus laurifolia
7533	LOK	10	78.5	OFFSITE	Live Oak	Quercus virginiana
7535	HK	17	226.9	PRESERVE	Hickory	Carya glabra
7536	HK	15	176.6	PRESERVE	Hickory	Carya glabra
7537	HK	6	28.3	PRESERVE	Hickory	Carya glabra
7538	HK	11	95.0	REMOVE	Hickory	Carya glabra
7539	HK	16	201.0	REMOVE	Hickory	Carya glabra
7540	DEAD	14	153.9	DEAD		
7541	LOK	20	314.0	REMOVE	Live Oak	Quercus virginiana
7542	OK	13	132.7	REMOVE	Laurel Oak	Quercus laurifolia
7543	CAM	8	50.2	INVASIVE	Camphor Tree	Cinnamomum camphora
7544	LOK	14	153.9	PRESERVE	Live Oak	Quercus virginiana
7545	LOK	22	379.9	PRESERVE	Live Oak	Quercus virginiana
7546	LOK	6	28.3	PRESERVE	Live Oak	Quercus virginiana
7547	OK	7	38.5	PRESERVE	Laurel Oak	Quercus laurifolia
7548	OK	10	78.5	PRESERVE	Laurel Oak	Quercus laurifolia
7549	OK	18	254.3	PRESERVE	Laurel Oak	Quercus laurifolia
7550	OK	17	226.9	PRESERVE	Laurel Oak	Quercus laurifolia
7551	LOK	8	50.2	REMOVE	Live Oak	Quercus virginiana
7553	LOK	19	283.4	DEAD	Live Oak	Quercus virginiana
7554	CAM	6	28.3	INVASIVE	Camphor Tree	Cinnamomum camphora
7555	LOK	10	78.5	PRESERVE	Live Oak	Quercus virginiana
7556	OK	12	113.0	PRESERVE	Laurel Oak	Quercus laurifolia
7557	LOK	11	95.0	PRESERVE	Live Oak	Quercus virginiana
7558	LOK	12	113.0	PRESERVE	Live Oak	Quercus virginiana
7559	LOK	14	153.9	PRESERVE	Live Oak	Quercus virginiana
7560	LOK	13	132.7	REMOVE	Live Oak	Quercus virginiana
7561	DEAD	10	78.5	DEAD		
7562	LOK	14	153.9	REMOVE	Live Oak	Quercus virginiana
7564	LOK	10	78.5	REMOVE	Live Oak	Quercus virginiana
7565	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7566	OK	35	961.6	REMOVE	Laurel Oak	Quercus laurifolia
7567	LOK	12	113.0	PRESERVE	Live Oak	Quercus virginiana
7568	LOK	14	153.9	PRESERVE	Live Oak	Quercus virginiana
7569	LOK	10	78.5	PRESERVE	Live Oak	Quercus virginiana
7570	LOK	13	132.7	DEAD	Live Oak	Quercus virginiana
7571	PM	12	113.0	PRESERVE	Cabbage Palm	Sabal palmetto
7572	WOK	21	346.2	REMOVE	Water Oak	Quercus nigra
7573	LOK	32	803.8	REMOVE	Live Oak	Quercus virginiana
7574	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
7575	LOK	16	201.0	PRESERVE	Live Oak	Quercus virginiana
7576	OK	15	176.6	OFFSITE	Laurel Oak	Quercus laurifolia
7577	HK	8	50.2	PRESERVE	Hickory	Carya glabra
7578	WOK	13	132.7	REMOVE	Water Oak	Quercus nigra
7579	LOK	19	283.4	REMOVE	Live Oak	Quercus virginiana
7580	LOK	22	379.9	REMOVE	Live Oak	Quercus virginiana
7581	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
7582	LOK	16	201.0	REMOVE	Live Oak	Quercus virginiana
7583	LOK	26	530.7	REMOVE	Live Oak	Quercus virginiana
7584	PM	7	38.5	REMOVE	Cabbage Palm	Sabal palmetto
7585	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7586	HK	21	346.2	REMOVE	Hickory	Carya glabra
7587	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7588	OK	13	132.7	REMOVE	Laurel Oak	Quercus laurifolia
7589	DEAD	6	28.3	DEAD		
7590	DEAD	13	132.7	DEAD		
7591	DEAD	8	50.2	DEAD		
7592	DEAD	13	132.7	DEAD		
7593	LOK	15	176.6	REMOVE	Live Oak	Quercus virginiana
7594	MG	10	78.5	REMOVE	Southern Magnolia	Magnolia grandiflora
7595	MG	6	28.3	REMOVE	Southern Magnolia	Magnolia grandiflora
7596	MG	6	28.3	REMOVE	Southern Magnolia	Magnolia grandiflora
7597	DEAD	16	201.0	DEAD		
7598	MG	6	28.3	REMOVE	Southern Magnolia	Magnolia grandiflora
7599	MG	7	38.5	REMOVE	Southern Magnolia	Magnolia grandiflora
7600	SG	6	28.3	REMOVE	Hackberry	Celtis laevigata

No.	REVISIONS	DATE	BY

Kimley-Horn

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Raymond Lopez
LICENSED PROFESSIONAL
REGISTERED LANDSCAPE ARCHITECT RAYMOND LOPEZ LA2053 STATE OF FLORIDA
DATE: 9/16/2026

KHA PROJECT 249631001
DATE 09/16/2026
SCALE AS SHOWN
DESIGNED BY CER
DRAWN BY CER
CHECKED BY RCL

TREE MITIGATION INVENTORY

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
L0.5

Plotted By: Lopez, Ray Sheet Set: SHOPS OF NEW SMYRNA BEACH Layout: L0.5 September 16, 2026 06:23:25pm K:\orl_civil\249631001-new smyrna beach sprouts\CADD\CONST\plansheets\L0.0-TREE MITIGATION PLAN.dwg
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Tree ID #	Tree Code	DBH	Cross Sectional Area per Tree (in square inches)	Status	Common Name	Botanical Name
7601	OK	12	113.0	REMOVE	Laurel Oak	Quercus laurifolia
7602	OK	11	95.0	REMOVE	Laurel Oak	Quercus laurifolia
7603	MG	7	38.5	REMOVE	Southern Magnolia	Magnolia grandiflora
7604	OK	14	153.9	REMOVE	Laurel Oak	Quercus laurifolia
7605	MG	11	95.0	REMOVE	Southern Magnolia	Magnolia grandiflora
7606	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7607	OK	24	452.2	REMOVE	Laurel Oak	Quercus laurifolia
7608	MG	12	113.0	REMOVE	Southern Magnolia	Magnolia grandiflora
7609	OK	22	379.9	REMOVE	Laurel Oak	Quercus laurifolia
7610	OK	15	176.6	REMOVE	Laurel Oak	Quercus laurifolia
7611	OK	16	201.0	REMOVE	Laurel Oak	Quercus laurifolia
7612	OK	8	50.2	DEAD	Laurel Oak	Quercus laurifolia
7613	OK	11	95.0	REMOVE	Laurel Oak	Quercus laurifolia
7614	OK	13	132.7	REMOVE	Laurel Oak	Quercus laurifolia
7615	CAM	15	176.6	INVASIVE	Camphor Tree	Cinnamomum camphora
7616	OK	24	452.2	REMOVE	Laurel Oak	Quercus laurifolia
7617	OK	16	201.0	REMOVE	Laurel Oak	Quercus laurifolia
7618	DEAD	12	113.0	DEAD		
7619	OK	18	254.3	REMOVE	Laurel Oak	Quercus laurifolia
7620	DEAD	10	78.5	DEAD		
7621	OK	13	132.7	REMOVE	Laurel Oak	Quercus laurifolia
7622	OK	10	78.5	REMOVE	Laurel Oak	Quercus laurifolia
7623	HK	19	283.4	REMOVE	Hickory	Carya glabra
7624	HK	19	283.4	REMOVE	Hickory	Carya glabra
7625	DEAD	16	201.0	DEAD		
7626	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7627	TOK	18	254.3	REMOVE	Turkey Oak	Quercus laevis
7628	TOK	13	132.7	REMOVE	Turkey Oak	Quercus laevis
7629	OK	13	132.7	REMOVE	Laurel Oak	Quercus laurifolia
7630	HK	13	132.7	REMOVE	Hickory	Carya glabra
7631	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7633	PM	9	63.6	REMOVE	Cabbage Palm	Sabal palmetto
7634	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
7635	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7636	LOK	19	283.4	REMOVE	Live Oak	Quercus virginiana
7637	LOK	27	572.3	REMOVE	Live Oak	Quercus virginiana
7638	DEAD	18	254.3	DEAD		
7639	PM	9	63.6	REMOVE	Cabbage Palm	Sabal palmetto
7640	LOK	18	254.3	REMOVE	Live Oak	Quercus virginiana
7641	LOK	24	452.2	REMOVE	Live Oak	Quercus virginiana
7642	OK	18	254.3	REMOVE	Laurel Oak	Quercus laurifolia
7643	OK	26	530.7	REMOVE	Laurel Oak	Quercus laurifolia
7644	OK	24	452.2	REMOVE	Laurel Oak	Quercus laurifolia
7645	PM	9	63.6	REMOVE	Cabbage Palm	Sabal palmetto
7646	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7647	OK	19	283.4	REMOVE	Laurel Oak	Quercus laurifolia
7648	LOK	24	452.2	REMOVE	Live Oak	Quercus virginiana
7649	PM	9	63.6	REMOVE	Cabbage Palm	Sabal palmetto
7650	PM	7	38.5	REMOVE	Cabbage Palm	Sabal palmetto
7651	DEAD	14	153.9	DEAD		
7652	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
7653	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
7654	LOK	32	803.8	REMOVE	Live Oak	Quercus virginiana
7655	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7656	DEAD	18	254.3	DEAD		
7657	DEAD	12	113.0	DEAD		
7658	MG	11	95.0	REMOVE	Southern Magnolia	Magnolia grandiflora
7659	MG	14	153.9	REMOVE	Southern Magnolia	Magnolia grandiflora
7660	LOK	13	132.7	REMOVE	Live Oak	Quercus virginiana
7661	PM	14	153.9	REMOVE	Cabbage Palm	Sabal palmetto
7662	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
7663	LOK	14	153.9	REMOVE	Live Oak	Quercus virginiana
7664	LOK	21	346.2	REMOVE	Live Oak	Quercus virginiana
7665	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7666	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7667	PM	8	50.2	REMOVE	Cabbage Palm	Sabal palmetto
7668	HK	14	153.9	DEAD	Hickory	Carya glabra
7669	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
7670	HK	27	572.3	REMOVE	Hickory	Carya glabra
7671	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7672	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7673	PM	9	63.6	REMOVE	Cabbage Palm	Sabal palmetto
7674	LOK	24	452.2	REMOVE	Live Oak	Quercus virginiana
7675	LOK	33	854.9	REMOVE	Live Oak	Quercus virginiana
7676	WOK	10	78.5	REMOVE	Water Oak	Quercus nigra
7677	HK	8	50.2	REMOVE	Hickory	Carya glabra
7678	PM	14	153.9	REMOVE	Cabbage Palm	Sabal palmetto
7679	HK	18	254.3	REMOVE	Hickory	Carya glabra
7680	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7681	DEAD	7	38.5	DEAD		
7682	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7683	LOK	17	226.9	REMOVE	Live Oak	Quercus virginiana
7684	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
7685	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
7686	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
7687	PM	9	63.6	REMOVE	Cabbage Palm	Sabal palmetto
7688	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7689	HK	18	254.3	REMOVE	Hickory	Carya glabra
7690	LOK	19	283.4	REMOVE	Live Oak	Quercus virginiana
7691	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7692	LOK	16	201.0	REMOVE	Live Oak	Quercus virginiana
7693	LOK	13	132.7	REMOVE	Live Oak	Quercus virginiana
7694	LOK	12	113.0	REMOVE	Live Oak	Quercus virginiana
7695	LOK	14	153.9	REMOVE	Live Oak	Quercus virginiana
7696	DEAD	13	132.7	DEAD		
7697	LOK	15	176.6	REMOVE	Live Oak	Quercus virginiana
7698	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
7699	LOK	13	132.7	REMOVE	Live Oak	Quercus virginiana

Tree ID #	Tree Code	DBH	Cross Sectional Area per Tree (in square inches)	Status	Common Name	Botanical Name
7700	LOK	12	113.0	REMOVE	Live Oak	Quercus virginiana
7701	PM	16	201.0	REMOVE	Cabbage Palm	Sabal palmetto
7702	HK	23	415.3	REMOVE	Hickory	Carya glabra
7703	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
7704	HK	20	314.0	REMOVE	Hickory	Carya glabra
7705	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7706	HK	13	132.7	REMOVE	Hickory	Carya glabra
7707	HK	20	314.0	REMOVE	Hickory	Carya glabra
7708	HK	6	28.3	REMOVE	Hickory	Carya glabra
7709	HK	8	50.2	REMOVE	Hickory	Carya glabra
7710	PM	9	63.6	REMOVE	Cabbage Palm	Sabal palmetto
7711	MG	12	113.0	REMOVE	Southern Magnolia	Magnolia grandiflora
7712	MG	8	50.2	REMOVE	Southern Magnolia	Magnolia grandiflora
7713	TOK	15	176.6	REMOVE	Turkey Oak	Quercus laevis
7714	HK	7	38.5	REMOVE	Hickory	Carya glabra
7715	LOK	15	176.6	REMOVE	Live Oak	Quercus virginiana
7716	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7717	LOK	13	132.7	REMOVE	Live Oak	Quercus virginiana
7718	LOK	27	572.3	REMOVE	Live Oak	Quercus virginiana
7719	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
7720	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
7721	LOK	24	452.2	REMOVE	Live Oak	Quercus virginiana
7722	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
7723	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7724	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
7725	PM	14	153.9	REMOVE	Cabbage Palm	Sabal palmetto
7726	OK	21	346.2	REMOVE	Laurel Oak	Quercus laurifolia
7727	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
7728	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7729	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
7730	OK	25	490.6	REMOVE	Laurel Oak	Quercus laurifolia
7731	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
7732	CD	6	28.3	REMOVE	Red Cedar	Juniperus virginiana
7733	OK	18	254.3	REMOVE	Laurel Oak	Quercus laurifolia
7734	WOK	7	38.5	REMOVE	Water Oak	Quercus nigra
7735	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
7736	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7738	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7739	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7740	HK	10	78.5	REMOVE	Hickory	Carya glabra
7741	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7742	DEAD	6	28.3	DEAD		
7743	LOK	22	379.9	REMOVE	Live Oak	Quercus virginiana
7744	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
7745	LOK	21	346.2	REMOVE	Live Oak	Quercus virginiana
7746	LOK	15	176.6	REMOVE	Live Oak	Quercus virginiana
7747	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
7748	OK	13	132.7	REMOVE	Laurel Oak	Quercus laurifolia
7749	OK	20	314.0	REMOVE	Laurel Oak	Quercus laurifolia
7750	DEAD	8	50.2	DEAD		
7751	LOK	30	706.5	REMOVE	Live Oak	Quercus virginiana
7752	LOK	11	95.0	REMOVE	Live Oak	Quercus virginiana
7753	LOK	12	113.0	REMOVE	Live Oak	Quercus virginiana
7754	LOK	14	153.9	REMOVE	Live Oak	Quercus virginiana
7755	LOK	13	132.7	REMOVE	Live Oak	Quercus virginiana
7756	HK	8	50.2	DEAD	Hickory	Carya glabra
7757	HK	13	132.7	REMOVE	Hickory	Carya glabra
7758	LOK	10	78.5	REMOVE	Live Oak	Quercus virginiana
7759	LOK	11	95.0	REMOVE	Live Oak	Quercus virginiana
7760	LOK	18	254.3	REMOVE	Live Oak	Quercus virginiana
7761	LOK	13	132.7	REMOVE	Live Oak	Quercus virginiana
7762	LOK	11	95.0	REMOVE	Live Oak	Quercus virginiana
7763	DEAD	6	28.3	DEAD		
7764	DEAD	6	28.3	DEAD		
7765	LOK	14	153.9	REMOVE	Live Oak	Quercus virginiana
7766	LOK	21	346.2	REMOVE	Live Oak	Quercus virginiana
7767	LOK	23	415.3	REMOVE	Live Oak	Quercus virginiana
7768	DEAD	8	50.2	DEAD		
7769	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7770	PM	15	176.6	REMOVE	Cabbage Palm	Sabal palmetto
7771	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
7772	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7773	LOK	18	254.3	REMOVE	Live Oak	Quercus virginiana
7775	OK	13	132.7	REMOVE	Laurel Oak	Quercus laurifolia
7776	OK	13	132.7	REMOVE	Laurel Oak	Quercus laurifolia
7777	PM	14	153.9	REMOVE	Cabbage Palm	Sabal palmetto
7778	HK	11	95.0	REMOVE	Hickory	Carya glabra
7779	OK	17	226.9	DEAD	Laurel Oak	Quercus laurifolia
7780	OK	7	38.5	REMOVE	Laurel Oak	Quercus laurifolia
7781	OK	13	132.7	REMOVE	Laurel Oak	Quercus laurifolia
7782	OK	25	490.6	REMOVE	Laurel Oak	Quercus laurifolia
7783	OK	14	153.9	REMOVE	Laurel Oak	Quercus laurifolia
7784	PM	14	153.9	REMOVE	Cabbage Palm	Sabal palmetto
7785	HK	12	113.0	REMOVE	Hickory	Carya glabra
7786	WOK	8	50.2	REMOVE	Water Oak	Quercus nigra
7787	WOK	6	28.3	REMOVE	Water Oak	Quercus nigra
7788	WOK	13	132.7	REMOVE	Water Oak	Quercus nigra
7789	WOK	19	283.4	REMOVE	Water Oak	Quercus nigra
7790	OK	24	452.2	REMOVE	Laurel Oak	Quercus laurifolia
7791	DEAD	12	113.0	DEAD		
7792	OK	25	490.6	PRESERVE	Laurel Oak	Quercus laurifolia
7793	OK	18	254.3	PRESERVE	Laurel Oak	Quercus laurifolia
7794	OK	37	1074.7	PRESERVE	Laurel Oak	Quercus laurifolia
7795	OK	20	314.0	PRESERVE	Laurel Oak	Quercus laurifolia
7796	OK	11	95.0	PRESERVE	Laurel Oak	Quercus laurifolia
7797	OK	13	132.7	PRESERVE	Laurel Oak	Quercus laurifolia
7798	OK	18	254.3	OFFSITE	Laurel Oak	Quercus laurifolia
7799	OK	18	254.3	PRESERVE	Laurel Oak	Quercus laurifolia

Tree ID #	Tree Code	DBH	Cross Sectional Area per Tree (in square inches)	Status	Common Name	Botanical Name
7800	OK	21	346.2	REMOVE	Laurel Oak	Quercus laurifolia
7801	OK	10	78.5	REMOVE	Laurel Oak	Quercus laurifolia
7802	PM	14	153.9	REMOVE	Cabbage Palm	Sabal palmetto
7803	OK	28	615.4	REMOVE	Laurel Oak	Quercus laurifolia
7804	PM	14	153.9	REMOVE	Cabbage Palm	Sabal palmetto
7805	OK	20	314.0	PRESERVE	Laurel Oak	Quercus laurifolia
7806	PM	9	63.6	PRESERVE	Cabbage Palm	Sabal palmetto
7807	PM	13	132.7	PRESERVE	Cabbage Palm	Sabal palmetto
7808	PM	9	63.6	REMOVE	Cabbage Palm	Sabal palmetto
7809	OK	13	132.7	PRESERVE	Laurel Oak	Quercus laurifolia
7810	OK	15	176.6	PRESERVE	Laurel Oak	Quercus laurifolia
7811	OK	18	254.3	PRESERVE	Laurel Oak	Quercus laurifolia
7812	DEAD	9	63.6	DEAD		
7813	OK	20	314.0	REMOVE	Laurel Oak	Quercus laurifolia
7814	DEAD	16	201.0	DEAD		
7815	DEAD	8	50.2	DEAD		
7816	OK	19	283.4	PRESERVE	Laurel Oak	Quercus laurifolia
7817	DEAD	14	153.9	DEAD		
7818	OK	22	379.9	PRESERVE	Laurel Oak	Quercus laurifolia
7819	OK	13	132.7	PRESERVE	Laurel Oak	Quercus laurifolia
7820	OK	22	379.9	PRESERVE	Laurel Oak	Quercus laurifolia
7821	OK	11	95.0	PRESERVE	Laurel Oak	Quercus laurifolia
7822	OK	9	63.6	PRESERVE	Laurel Oak	Quercus laurifolia
7823	OK	7	38.5	PRESERVE	Laurel Oak	Quercus laurifolia
7824	CT	8	50.2	REMOVE	Chinese Tallow	Triadica sebifera
7825	WOK	13	132.7	PRESERVE	Water Oak	Quercus nigra
7826	WOK	9	63.6	PRESERVE	Water Oak	Quercus nigra
7827	WOK	8	50.2	PRESERVE	Water Oak	Quercus nigra
7828	LOK	10	78.5	PRESERVE	Live Oak	Quercus virginiana
7829	OK	20	314.0	PRESERVE	Laurel Oak	Quercus laurifolia
7830	OK	26	530.7	PRESERVE	Laurel Oak	Quercus laurifolia
7831	LOK	8	50.2	PRESERVE	Live Oak	Quercus virginiana
7832	LOK	19	283.4	PRESERVE	Live Oak	Quercus virginiana
7833	LOK	14	153.9	PRESERVE	Live Oak	Quercus virginiana
7834	LOK	33	854.9	PRESERVE	Live Oak	Quercus virginiana
7835	HK	17	226.9	REMOVE	Hickory	Carya glabra
7836	WOK	13	132.7	PRESERVE	Water Oak	Quercus nigra
7837	WOK	16	201.0	PRESERVE	Water Oak	Quercus nigra
7838	WOK	9	63.6	PRESERVE	Water Oak	Quercus nigra
7839	WOK	7	38.5	PRESERVE	Water Oak	Quercus nigra
7840	WOK	15	176.6	PRESERVE	Water Oak	Quercus nigra
7842	HK	16	201.0	REMOVE	Hickory	Carya glabra
7843	LOK	32	803.8	REMOVE	Live Oak	Quercus virginiana
7844	LOK	24	452.2	REMOVE	Live Oak	Quercus virginiana
7845	MG	12	113.0	REMOVE	Southern Magnolia	Magnolia grandiflora
7846	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7847	OK	14	153.9	REMOVE	Laurel Oak	Quercus laurifolia
7848	PM	8	50.2	REMOVE	Cabbage Palm	Sabal palmetto
7849	HK	9	63.6	REMOVE	Hickory	Carya glabra
7850	HK	14	153.9	REMOVE	Hickory	Carya glabra
7851	DEAD	6	28.3	DEAD		
7852	DEAD	11	95.0	DEAD		
7853	MG	10	78.5	REMOVE	Southern Magnolia	Magnolia grandiflora
7854	OK	7	38.5	REMOVE	Laurel Oak	Quercus laurifolia
7855	PM	9	63.6	REMOVE	Cabbage Palm	Sabal palmetto
7856	HK	15	176.6	REMOVE	Hickory	Carya glabra
7857	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7858	HK	11	95.0	REMOVE	Hickory	Carya glabra
7859	MG	10	78.5	REMOVE	Southern Magnolia	Magnolia grandiflora
7860	PM	7	38.5	REMOVE	Cabbage Palm	Sabal palmetto
7861	MG	6	28.3	REMOVE	Southern Magnolia	Magnolia grandiflora
7862	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7863	PM	12	113.0	PRESERVE	Cabbage Palm	Sabal palmetto
7864	HK	12	113.0	PRESERVE	Hickory	Carya glabra
7865	HK	13	132.7	REMOVE	Hickory	Carya glabra
7866	HK	7	38.5	REMOVE	Hickory	Carya glabra
7867	HK	16	201.0	REMOVE	Hickory	Carya glabra
7868	PM	13	132.7	PRESERVE	Cabbage Palm	Sabal palmetto
7869	PM	11	95.0	PRESERVE	Cabbage Palm	Sabal palmetto
7870	HK	6	28.3	PRESERVE	Hickory	Carya glabra
7871	PM	12	113.0	PRESERVE	Cabbage Palm	Sabal palmetto
7872	HK	15	176.6	PRESERVE	Hickory	Carya glabra
7873	PM	10	78.5	PRESERVE	Cabbage Palm	Sabal palmetto
7874	PM	14	153.9	PRESERVE	Cabbage Palm	Sabal palmetto
7875	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7876	PM	8	50.2	REMOVE	Cabbage Palm	Sabal palmetto
7877	HK	14	153.9	REMOVE	Hickory	Carya glabra
7878	HK	7	38.5	REMOVE	Hickory	Carya glabra
7879	HK	8	50.2	REMOVE	Hickory	Carya glabra
7880	HK	14	153.9	REMOVE	Hickory	Carya glabra
7881	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7882	HK	21	346.2	REMOVE	Hickory	Carya glabra
7883	LOK	25	490.6	REMOVE	Live Oak	Quercus virginiana
7884	OK	9	63.6	REMOVE	Laurel Oak	Quercus laurifolia
7885	LOK	20	314.0	REMOVE	Live Oak	Quercus virginiana
7886	DEAD	10	78.5	DEAD		
7887	HK	9	63.6	REMOVE	Hickory	Carya glabra
7888	OK	11	95.0	REMOVE	Laurel Oak	Quercus laurifolia
7889	OK	12	113.0	REMOVE	Laurel Oak	Quercus laurifolia
7890	OK	14	153.9	REMOVE	Laurel Oak	Quercus laurifolia
7891	OK	12	113.0	REMOVE	Laurel Oak	Quercus laurifolia
7892	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
7893	OK	26	530.7	REMOVE	Laurel Oak	Quercus laurifolia
7894	OK	7	38.5	REMOVE	Laurel Oak	Quercus laurifolia
7895	OK	13	132.7	PRESERVE	Laurel Oak	Quercus laurifolia
7896	OK	12	113.0	REMOVE	Laurel Oak	Quercus laurifolia
7897	DEAD	7	38.5	DEAD		
7898	OK	15	176.6	DEAD	Laurel Oak	Quercus laurifolia

No.	REVISIONS	DATE	BY

Kimley»Horn

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Raymond Lopez
LICENSED PROFESSIONAL
REGISTERED LANDSCAPE ARCHITECT RAYMOND LOPEZ LA2053 STATE OF FLORIDA
DATE: 9/16/2026

KHA PROJECT 249631001
DATE 09/16/2026
SCALE AS SHOWN
DESIGNED BY CER
DRAWN BY CER
CHECKED BY RCL

TREE MITIGATION INVENTORY

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
L0.6

Plotted By: Lopez, Ray Sheet Set: SHOPS OF NEW SMYRNA BEACH Layout: L0.6 September 16, 2026 06:23:26pm K:\orl_civil\249631001-new smyrna beach sprouts\CADD\CONST\plansheets\L0.0-TREE MITIGATION PLAN.dwg
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Tree ID #	Tree Code	DBH	Cross Sectional Area per Tree (in square inches)	Status	Common Name	Botanical Name
7899	OK	13	132.7	REMOVE	Laurel Oak	Quercus laurifolia
7900	OK	9	63.6	REMOVE	Laurel Oak	Quercus laurifolia
7901	OK	18	254.3	REMOVE	Laurel Oak	Quercus laurifolia
7902	OK	7	38.5	REMOVE	Laurel Oak	Quercus laurifolia
7903	OK	15	176.6	PRESERVE	Laurel Oak	Quercus laurifolia
7904	OK	26	530.7	REMOVE	Laurel Oak	Quercus laurifolia
7905	OK	28	615.4	REMOVE	Laurel Oak	Quercus laurifolia
7906	OK	28	615.4	REMOVE	Laurel Oak	Quercus laurifolia
7907	BY	6	28.3	REMOVE	Redbay	Persea borbonia
7908	OK	11	95.0	REMOVE	Laurel Oak	Quercus laurifolia
7909	OK	15	176.6	REMOVE	Laurel Oak	Quercus laurifolia
7910	DEAD	7	38.5	DEAD		
7911	LOK	10	78.5	DEAD	Live Oak	Quercus virginiana
7912	DEAD	10	78.5	DEAD		
7913	LOK	8	50.2	REMOVE	Live Oak	Quercus virginiana
7914	LOK	12	113.0	REMOVE	Live Oak	Quercus virginiana
7915	LOK	22	379.9	REMOVE	Live Oak	Quercus virginiana
7916	DEAD	12	113.0	DEAD		
7917	LOK	18	254.3	REMOVE	Live Oak	Quercus virginiana
7918	LOK	23	415.3	REMOVE	Live Oak	Quercus virginiana
7919	DEAD	9	63.6	DEAD		
7920	PM	15	176.6	REMOVE	Cabbage Palm	Sabal palmetto
7921	HK	8	50.2	PRESERVE	Hickory	Carya glabra
7922	HK	7	38.5	REMOVE	Hickory	Carya glabra
7923	HK	18	254.3	REMOVE	Hickory	Carya glabra
7924	PM	14	153.9	REMOVE	Cabbage Palm	Sabal palmetto
7925	DEAD	10	78.5	DEAD		
7926	HK	14	153.9	DEAD	Hickory	Carya glabra
7927	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7928	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
7929	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7930	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7931	PM	7	38.5	REMOVE	Cabbage Palm	Sabal palmetto
7932	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
7933	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7934	HK	39	1194.0	PRESERVE	Hickory	Carya glabra
7935	PM	11	95.0	PRESERVE	Cabbage Palm	Sabal palmetto
7936	HK	21	346.2	REMOVE	Hickory	Carya glabra
7937	HK	18	254.3	REMOVE	Hickory	Carya glabra
7938	HK	12	113.0	REMOVE	Hickory	Carya glabra
7939	HK	10	78.5	REMOVE	Hickory	Carya glabra
7940	HK	9	63.6	REMOVE	Hickory	Carya glabra
7941	PM	14	153.9	REMOVE	Cabbage Palm	Sabal palmetto
7942	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
7943	PM	10	78.5	PRESERVE	Cabbage Palm	Sabal palmetto
7944	PM	15	176.6	REMOVE	Cabbage Palm	Sabal palmetto
7945	HK	18	254.3	REMOVE	Hickory	Carya glabra
7946	HK	16	201.0	REMOVE	Hickory	Carya glabra
7947	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
7948	HK	10	78.5	REMOVE	Hickory	Carya glabra
7949	HK	11	95.0	REMOVE	Hickory	Carya glabra
7950	HK	22	379.9	REMOVE	Hickory	Carya glabra
7951	HK	12	113.0	REMOVE	Hickory	Carya glabra
7952	HK	8	50.2	REMOVE	Hickory	Carya glabra
7953	HK	13	132.7	REMOVE	Hickory	Carya glabra
7955	HK	20	314.0	REMOVE	Hickory	Carya glabra
7956	HK	8	50.2	REMOVE	Hickory	Carya glabra
7957	HK	6	28.3	REMOVE	Hickory	Carya glabra
7958	DEAD	11	95.0	DEAD		
7959	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7960	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
7961	HK	15	176.6	REMOVE	Hickory	Carya glabra
7962	DEAD	18	254.3	DEAD		
7963	HK	21	346.2	REMOVE	Hickory	Carya glabra
7964	LOK	30	706.5	REMOVE	Live Oak	Quercus virginiana
7965	HK	7	38.5	REMOVE	Hickory	Carya glabra
7966	PM	9	63.6	REMOVE	Cabbage Palm	Sabal palmetto
7967	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
7968	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7969	HK	7	38.5	REMOVE	Hickory	Carya glabra
7970	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
7971	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7972	HK	9	63.6	REMOVE	Hickory	Carya glabra
7973	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7974	HK	13	132.7	REMOVE	Hickory	Carya glabra
7975	HK	12	113.0	REMOVE	Hickory	Carya glabra
7976	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7977	HK	12	113.0	REMOVE	Hickory	Carya glabra
7978	HK	12	113.0	REMOVE	Hickory	Carya glabra
7979	LOK	28	615.4	REMOVE	Live Oak	Quercus virginiana
7980	HK	7	38.5	REMOVE	Hickory	Carya glabra
7981	DEAD	8	50.2	DEAD		
7982	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7983	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7984	LOK	9	63.6	REMOVE	Live Oak	Quercus virginiana
7985	HK	19	283.4	REMOVE	Hickory	Carya glabra
7986	HK	19	283.4	REMOVE	Hickory	Carya glabra
7987	PM	8	50.2	REMOVE	Cabbage Palm	Sabal palmetto
7988	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7989	HK	18	254.3	REMOVE	Hickory	Carya glabra
7990	HK	14	153.9	REMOVE	Hickory	Carya glabra
7991	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7992	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7993	HK	30	706.5	REMOVE	Hickory	Carya glabra
7994	PM	9	63.6	REMOVE	Cabbage Palm	Sabal palmetto
7995	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7996	HK	9	63.6	REMOVE	Hickory	Carya glabra
7997	DEAD	12	113.0	DEAD		

Tree ID #	Tree Code	DBH	Cross Sectional Area per Tree (in square inches)	Status	Common Name	Botanical Name
7998	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
7999	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
8001	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
8002	CB	10	78.5	REMOVE	Chinaberry Tree	Melia azedarach
8003	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
8004	OK	10	78.5	PRESERVE	Laurel Oak	Quercus laurifolia
8005	OK	11	95.0	REMOVE	Laurel Oak	Quercus laurifolia
8006	OK	10	78.5	PRESERVE	Laurel Oak	Quercus laurifolia
8007	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
8008	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
8009	SB	7	38.5	PRESERVE	Hackberry	Celtis laevigata
8010	CAM	10	78.5	INVASIVE	Camphor Tree	Cinnamomum camphora
8011	CAM	9	63.6	INVASIVE	Camphor Tree	Cinnamomum camphora
8012	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
8013	OK	10	78.5	REMOVE	Laurel Oak	Quercus laurifolia
8014	PM	16	201.0	REMOVE	Cabbage Palm	Sabal palmetto
8015	OK	9	63.6	PRESERVE	Laurel Oak	Quercus laurifolia
8016	OK	7	38.5	PRESERVE	Laurel Oak	Quercus laurifolia
8017	SB	9	63.6	REMOVE	Hackberry	Celtis laevigata
8018	PM	14	153.9	PRESERVE	Cabbage Palm	Sabal palmetto
8019	OK	9	63.6	PRESERVE	Laurel Oak	Quercus laurifolia
8020	SB	9	63.6	PRESERVE	Hackberry	Celtis laevigata
8021	PM	16	201.0	PRESERVE	Cabbage Palm	Sabal palmetto
8022	PM	14	153.9	PRESERVE	Cabbage Palm	Sabal palmetto
8023	PM	14	153.9	PRESERVE	Cabbage Palm	Sabal palmetto
8024	HK	7	38.5	REMOVE	Hickory	Carya glabra
8025	CAM	7	38.5	INVASIVE	Camphor Tree	Cinnamomum camphora
8026	CAM	8	50.2	INVASIVE	Camphor Tree	Cinnamomum camphora
8027	CAM	7	38.5	INVASIVE	Camphor Tree	Cinnamomum camphora
8028	CAM	6	28.3	INVASIVE	Camphor Tree	Cinnamomum camphora
8029	OK	10	78.5	PRESERVE	Laurel Oak	Quercus laurifolia
8030	HK	8	50.2	PRESERVE	Hickory	Carya glabra
8031	HK	11	95.0	PRESERVE	Hickory	Carya glabra
8032	PM	15	176.6	PRESERVE	Cabbage Palm	Sabal palmetto
8033	OK	10	78.5	REMOVE	Laurel Oak	Quercus laurifolia
8034	PM	14	153.9	REMOVE	Cabbage Palm	Sabal palmetto
8035	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
8036	OK	10	78.5	PRESERVE	Laurel Oak	Quercus laurifolia
8037	CD	6	28.3	PRESERVE	Red Cedar	Juniperus virginiana
8038	OK	10	78.5	PRESERVE	Laurel Oak	Quercus laurifolia
8039	OK	10	78.5	REMOVE	Laurel Oak	Quercus laurifolia
8040	OK	8	50.2	REMOVE	Laurel Oak	Quercus laurifolia
8041	OK	7	38.5	REMOVE	Laurel Oak	Quercus laurifolia
8042	PM	11	95.0	PRESERVE	Cabbage Palm	Sabal palmetto
8043	PM	11	95.0	PRESERVE	Cabbage Palm	Sabal palmetto
8044	CAM	7	38.5	INVASIVE	Camphor Tree	Cinnamomum camphora
8045	PM	11	95.0	PRESERVE	Cabbage Palm	Sabal palmetto
8046	CB	8	50.2	REMOVE	Chinaberry Tree	Melia azedarach
8047	SB	10	78.5	PRESERVE	Hackberry	Celtis laevigata
8048	PM	15	176.6	PRESERVE	Cabbage Palm	Sabal palmetto
8049	SB	7	38.5	PRESERVE	Hackberry	Celtis laevigata
8050	PM	14	153.9	PRESERVE	Cabbage Palm	Sabal palmetto
8051	OK	7	38.5	OFFSITE	Laurel Oak	Quercus laurifolia
8052	OK	9	63.6	PRESERVE	Laurel Oak	Quercus laurifolia
8053	OK	10	78.5	PRESERVE	Laurel Oak	Quercus laurifolia
8054	OK	10	78.5	PRESERVE	Laurel Oak	Quercus laurifolia
8055	PM	13	132.7	PRESERVE	Cabbage Palm	Sabal palmetto
8056	PM	12	113.0	PRESERVE	Cabbage Palm	Sabal palmetto
8057	PM	13	132.7	PRESERVE	Cabbage Palm	Sabal palmetto
8058	PM	14	153.9	REMOVE	Cabbage Palm	Sabal palmetto
8059	CD	10	78.5	PRESERVE	Red Cedar	Juniperus virginiana
8060	CAM	7	38.5	INVASIVE	Camphor Tree	Cinnamomum camphora
8061	PM	16	201.0	PRESERVE	Cabbage Palm	Sabal palmetto
8063	OK	8	50.2	REMOVE	Laurel Oak	Quercus laurifolia
8064	OK	21	346.2	REMOVE	Laurel Oak	Quercus laurifolia
8065	SB	9	63.6	PRESERVE	Hackberry	Celtis laevigata
8066	SB	6	28.3	REMOVE	Hackberry	Celtis laevigata
8067	SB	9	63.6	REMOVE	Hackberry	Celtis laevigata
8068	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
8069	PM	15	176.6	REMOVE	Cabbage Palm	Sabal palmetto
8070	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
8071	OK	12	113.0	REMOVE	Laurel Oak	Quercus laurifolia
8072	OK	22	379.9	REMOVE	Laurel Oak	Quercus laurifolia
8073	OK	13	132.7	REMOVE	Laurel Oak	Quercus laurifolia
8074	OK	22	379.9	PRESERVE	Laurel Oak	Quercus laurifolia
8075	OK	17	226.9	REMOVE	Laurel Oak	Quercus laurifolia
8076	OK	13	132.7	REMOVE	Laurel Oak	Quercus laurifolia
8077	OK	16	201.0	PRESERVE	Laurel Oak	Quercus laurifolia
8078	OK	29	660.2	REMOVE	Laurel Oak	Quercus laurifolia
8079	OK	27	572.3	REMOVE	Laurel Oak	Quercus laurifolia
8080	OK	24	452.2	PRESERVE	Laurel Oak	Quercus laurifolia
8081	OK	26	530.7	DEAD	Laurel Oak	Quercus laurifolia
8082	OK	30	706.5	OFFSITE	Laurel Oak	Quercus laurifolia
8083	PM	15	176.6	PRESERVE	Cabbage Palm	Sabal palmetto
8084	PM	15	176.6	PRESERVE	Cabbage Palm	Sabal palmetto
8085	PM	15	176.6	REMOVE	Cabbage Palm	Sabal palmetto
8086	OK	28	615.4	REMOVE	Laurel Oak	Quercus laurifolia
8087	HK	8	50.2	REMOVE	Hickory	Carya glabra
8088	OK	8	50.2	REMOVE	Laurel Oak	Quercus laurifolia
8089	OK	8	50.2	REMOVE	Laurel Oak	Quercus laurifolia
8090	OK	22	379.9	REMOVE	Laurel Oak	Quercus laurifolia
8091	OK	7	38.5	REMOVE	Laurel Oak	Quercus laurifolia
8092	OK	15	176.6	REMOVE	Laurel Oak	Quercus laurifolia
8093	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
8094	HK	7	38.5	REMOVE	Hickory	Carya glabra
8095	OK	16	201.0	REMOVE	Laurel Oak	Quercus laurifolia
8096	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
8097	OK	14	153.9	REMOVE	Laurel Oak	Quercus laurifolia

Tree ID #	Tree Code	DBH	Cross Sectional Area per Tree (in square inches)	Status	Common Name	Botanical Name
8098	OK	11	95.0	REMOVE	Laurel Oak	Quercus laurifolia
8099	HK	10	78.5	REMOVE	Hickory	Carya glabra
8100	HK	6	28.3	REMOVE	Hickory	Carya glabra
8101	HK	11	95.0	REMOVE	Hickory	Carya glabra
8102	OK	13	132.7	REMOVE	Laurel Oak	Quercus laurifolia
8103	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
8104	SB	15	176.6	REMOVE	Hackberry	Celtis laevigata
8105	OK	7	38.5	REMOVE	Laurel Oak	Quercus laurifolia
8106	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
8107	HK	6	28.3	REMOVE	Hickory	Carya glabra
8108	SB	6	28.3	REMOVE	Hackberry	Celtis laevigata
8109	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
8110	OK	17	226.9	REMOVE	Laurel Oak	Quercus laurifolia
8111	OK	9	63.6	REMOVE	Laurel Oak	Quercus laurifolia
8112	PM	8	50.2	REMOVE	Cabbage Palm	Sabal palmetto
8113	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
8114	OK	22	379.9	DEAD	Laurel Oak	Quercus laurifolia
8116	OK	20	314.0	REMOVE	Laurel Oak	Quercus laurifolia
8117	OK	7	38.5	REMOVE	Laurel Oak	Quercus laurifolia
8118	OK	9	63.6	REMOVE	Laurel Oak	Quercus laurifolia
8119	OK	10	78.5	REMOVE	Laurel Oak	Quercus laurifolia
8120	CAM	17	226.9	INVASIVE	Camphor Tree	Cinnamomum camphora
8121	OK	40	1256.0	DEAD	Laurel Oak	Quercus laurifolia
8122	CAM	7	38.5	INVASIVE	Camphor Tree	Cinnamomum camphora
8123	CAM	8	50.2	INVASIVE	Camphor Tree	Cinnamomum camphora
8124	CAM	11	95.0	INVASIVE	Camphor Tree	Cinnamomum camphora
8125	OK	38	1133.5	PRESERVE	Laurel Oak	Quercus laurifolia
8126	PM	16	201.0	PRESERVE	Cabbage Palm	Sabal palmetto
8127	OK	13	132.7	PRESERVE	Laurel Oak	Quercus laurifolia
8128	OK	8	50.2	REMOVE	Laurel Oak	Quercus laurifolia
8129	OK	7	38.5	PRESERVE	Laurel Oak	Quercus laurifolia
8130	CAM	14	153.9	INVASIVE	Camphor Tree	Cinnamomum camphora
8131	PM	8	50.2	PRESERVE	Cabbage Palm	Sabal palmetto
8132	SB	9	63.6	DEAD	Hackberry	Celtis laevigata
8133	SB	6	28.3	PRESERVE	Hackberry	Celtis laevigata
8134	PM	13	132.7	PRESERVE	Cabbage Palm	Sabal palmetto
8135	OK	6	28.3	PRESERVE	Laurel Oak	Quercus laurifolia
8136	CD	7	38.5	REMOVE	Red Cedar	Juniperus virginiana
8137	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
8138	OK	7	38.5	REMOVE	Laurel Oak	Quercus laurifolia
8139	OK	11	95.0	REMOVE	Laurel Oak	Quercus laurifolia
8140	OK	7	38.5	REMOVE	Laurel Oak	Quercus laurifolia
8141	OK	7	38.5	REMOVE	Laurel Oak	Quercus laurifolia
8142	PM	14	153.9	REMOVE	Cabbage Palm	Sabal palmetto
8144	OK	12	113.0	PRESERVE	Laurel Oak	Quercus laurifolia
8145	OK	17	226.9	PRESERVE	Laurel Oak	Quercus laurifolia
8146	CAM	6	28.3	INVASIVE	Camphor Tree	Cinnamomum camphora
8147	CAM	20	314.0	INVASIVE	Camphor Tree	Cinnamomum camphora
8148	CAM	8	50.2	INVASIVE	Camphor Tree	Cinnamomum camphora
8149	OK	10	78.5	REMOVE	Laurel Oak	Quercus laurifolia
8150	OK	13	132.7	REMOVE	Laurel Oak	Quercus laurifolia
8151	PM	16	201.0	REMOVE	Cabbage Palm	Sabal palmetto
8152	OK	14	153.9	PRESERVE	Laurel Oak	Quercus laurifolia
8153	OK	7	38.5	PRESERVE	Laurel Oak	Quercus laurifolia
8154	PM	11	95.0	PRESERVE	Cabbage Palm	Sabal palmetto
8155	CAM	8	50.2	INVASIVE	Camphor Tree	Cinnamomum camphora
8156	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
8158	PM	14	153.9	REMOVE	Cabbage Palm	Sabal palmetto
8159	PM	14	153.9	REMOVE	Cabbage Palm	Sabal palmetto
8160	PM	17	226.9	REMOVE	Cabbage Palm	Sabal palmetto
8161	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
8162	CAM	7	38.5	INVASIVE	Camphor Tree	Cinnamomum camphora
8163	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
8164	PM	15	176.6	REMOVE	Cabbage Palm	Sabal palmetto
8165	OK	10	78.5	REMOVE	Laurel Oak	Quercus laurifolia
8166	PM	14	153.9	REMOVE	Cabbage Palm	Sabal palmetto
8167	OK	7	38.5	REMOVE	Laurel Oak	Quercus laurifolia
8168	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
8169	OK	7	38.5	REMOVE	Laurel Oak	Quercus laurifolia
8170	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
8171	PN	16	201.0	REMOVE	Slash Pine	Pinus elliottii
8172	PM	9	63.6	REMOVE	Cabbage Palm	Sabal palmetto
8173	OK	20	314.0	REMOVE	Laurel Oak	Quercus laurifolia
8174	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
8175	PM	14	153.9	REMOVE	Cabbage Palm	Sabal palmetto
8176	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
8177	PM	9	63.6	REMOVE	Cabbage Palm	Sabal palmetto
8178	PM	14	153.9	REMOVE	Cabbage Palm	Sabal palmetto
8179	PM	9	63.6	REMOVE	Cabbage Palm	Sabal palmetto
8181	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
8182	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
8183	PM	15	176.6	REMOVE	Cabbage Palm	Sabal palmetto
8184	OK	6	28.3	REMOVE	Laurel Oak	Quercus laurifolia
8185	CAM	7	38.5	INVASIVE	Camphor Tree	Cinnamomum camphora
8186	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
8187	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
8188	PM	15	176.6	REMOVE	Cabbage Palm	Sabal palmetto
8189	PM	14	153.9	REMOVE	Cabbage Palm	Sabal palmetto
8190	PM	15	176.6	PRESERVE	Cabbage Palm	Sabal palmetto
8191	CAM	10	78.5	INVASIVE	Camphor Tree	Cinnamomum camphora
8192	OK	10	78.5	PRESERVE	Laurel Oak	Quercus laurifolia
8193	PM	14	153.9	REMOVE	Cabbage Palm	Sabal palmetto
8194	PM	14	153.9	REMOVE	Cabbage Palm	Sabal palmetto
8195	PM	13	132.7	OFFSITE	Cabbage Palm	Sabal palmetto
9000	HK	14	153.9	REMOVE	Hickory	Carya glabra
9001	HK	9	63.6	REMOVE	Hickory	Carya glabra
9002	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
9003	HK	6	28.3	REMOVE	Hickory	Carya glabra

Plotted By: Lopez, Ray Sheet Set: SHOPS OF NEW SMYRNA BEACH Layout: L0.7 September 16, 2026 06:23:28pm K:\Orl_civil\249631001-new smyrna beach sprouts\CADD\CONST\storsheet\L0.0_TREE MITIGATION PLAN.dwg
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LICENSED PROFESSIONAL ARCHITECT
RAYMOND C. LOPEZ
LA32053
STATE OF FLORIDA
REGISTERED
DATE: 9/16/2026

KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	CER
DRAWN BY	CER
CHECKED BY	RCL

TREE MITIGATION INVENTORY

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
L0.7

Tree ID #	Tree Code	DBH	Cross Sectional Area per Tree (in square inches)	Status	Common Name	Botanical Name
9004	HK	18	254.3	REMOVE	Hickory	Carya glabra
9005	PM	7	38.5	REMOVE	Cabbage Palm	Sabal palmetto
9006	HK	7	38.5	REMOVE	Hickory	Carya glabra
9007	LOK	30	706.5	REMOVE	Live Oak	Quercus virginiana
9008	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
9009	LOK	10	78.5	REMOVE	Live Oak	Quercus virginiana
9010	HK	18	254.3	REMOVE	Hickory	Carya glabra
9011	CH	6	28.3	REMOVE	Black Cherry	Prunus sp.
9012	HK	14	153.9	REMOVE	Hickory	Carya glabra
9013	CH	9	63.6	REMOVE	Black Cherry	Prunus sp.
9014	LOK	7	38.5	REMOVE	Live Oak	Quercus virginiana
9015	DEAD	6	28.3	DEAD		
9016	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
9017	CAM	13	132.7	INVASIVE	Camphor Tree	Cinnamomum camphora
9017	CAM	13	132.7	INVASIVE	Camphor Tree	Cinnamomum camphora
9018	HK	11	95.0	REMOVE	Hickory	Carya glabra
9019	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
9020	HK	10	78.5	REMOVE	Hickory	Carya glabra
9021	CH	7	38.5	REMOVE	Black Cherry	Prunus sp.
9022	HK	19	283.4	REMOVE	Hickory	Carya glabra
9023	CH	12	113.0	REMOVE	Black Cherry	Prunus sp.
9024	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
9025	PM	14	153.9	PRESERVE	Cabbage Palm	Sabal palmetto
9026	PM	14	153.9	REMOVE	Cabbage Palm	Sabal palmetto
9027	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
9028	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
9029	HK	14	153.9	REMOVE	Hickory	Carya glabra
9030	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
9031	HK	6	28.3	REMOVE	Hickory	Carya glabra
9032	HK	7	38.5	REMOVE	Hickory	Carya glabra
9033	LOK	39	1194.0	REMOVE	Live Oak	Quercus virginiana
9034	HK	6	28.3	REMOVE	Hickory	Carya glabra
9035	HK	19	283.4	REMOVE	Hickory	Carya glabra
9036	HK	12	113.0	REMOVE	Hickory	Carya glabra
9037	DEAD	19	283.4	DEAD		
9038	PM	15	176.6	REMOVE	Cabbage Palm	Sabal palmetto
9039	HK	25	490.6	REMOVE	Hickory	Carya glabra
9040	HK	27	572.3	REMOVE	Hickory	Carya glabra
9041	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
9042	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
9043	HK	21	346.2	REMOVE	Hickory	Carya glabra
9044	HK	8	50.2	REMOVE	Hickory	Carya glabra
9045	HK	22	379.9	REMOVE	Hickory	Carya glabra
9046	HK	8	50.2	REMOVE	Hickory	Carya glabra
9047	HK	14	153.9	REMOVE	Hickory	Carya glabra
9048	PM	15	176.6	REMOVE	Cabbage Palm	Sabal palmetto
9049	PM	15	176.6	REMOVE	Cabbage Palm	Sabal palmetto
9050	PM	9	63.6	REMOVE	Cabbage Palm	Sabal palmetto
9051	PM	9	63.6	REMOVE	Cabbage Palm	Sabal palmetto
9052	HK	12	113.0	REMOVE	Hickory	Carya glabra
9053	PM	15	176.6	REMOVE	Cabbage Palm	Sabal palmetto
9054	PM	14	153.9	REMOVE	Cabbage Palm	Sabal palmetto
9055	HK	12	113.0	REMOVE	Hickory	Carya glabra
9056	PM	16	201.0	REMOVE	Cabbage Palm	Sabal palmetto
9057	WOK	10	78.5	PRESERVE	Water Oak	Quercus nigra
9058	CAM	15	176.6	INVASIVE	Camphor Tree	Cinnamomum camphora
9059	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
9060	HK	14	153.9	REMOVE	Hickory	Carya glabra
9061	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
9062	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
9063	HK	12	113.0	REMOVE	Hickory	Carya glabra
9064	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
9065	WOK	22	379.9	DEAD	Water Oak	Quercus nigra
9066	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
9067	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
9068	HK	8	50.2	REMOVE	Hickory	Carya glabra
9069	HK	14	153.9	REMOVE	Hickory	Carya glabra
9070	HK	14	153.9	REMOVE	Hickory	Carya glabra
9071	CH	6	28.3	REMOVE	Black Cherry	Prunus sp.
9072	HK	14	153.9	REMOVE	Hickory	Carya glabra
9073	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
9074	HK	31	754.4	REMOVE	Hickory	Carya glabra
9075	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
9076	CD	12	113.0	PRESERVE	Red Cedar	Juniperus virginiana
9077	PM	12	113.0	PRESERVE	Cabbage Palm	Sabal palmetto
9078	PM	11	95.0	PRESERVE	Cabbage Palm	Sabal palmetto
9079	PM	11	95.0	PRESERVE	Cabbage Palm	Sabal palmetto
9080	HK	17	226.9	PRESERVE	Hickory	Carya glabra
9081	HK	24	452.2	PRESERVE	Hickory	Carya glabra
9082	PM	12	113.0	PRESERVE	Cabbage Palm	Sabal palmetto
9083	DEAD	13	132.7	DEAD		
9084	HK	18	254.3	REMOVE	Hickory	Carya glabra
9085	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
9086	HK	17	226.9	REMOVE	Hickory	Carya glabra
9087	PM	10	78.5	PRESERVE	Cabbage Palm	Sabal palmetto
9088	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
9089	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
9090	PM	9	63.6	REMOVE	Cabbage Palm	Sabal palmetto
9091	HK	9	63.6	REMOVE	Hickory	Carya glabra
9092	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
9093	HK	9	63.6	REMOVE	Hickory	Carya glabra
9094	HK	14	153.9	REMOVE	Hickory	Carya glabra
9095	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
9096	LOK	14	153.9	REMOVE	Live Oak	Quercus virginiana
9097	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
9098	CH	8	50.2	REMOVE	Black Cherry	Prunus sp.
9099	HK	8	50.2	REMOVE	Hickory	Carya glabra
9100	HK	15	176.6	REMOVE	Hickory	Carya glabra

Tree ID #	Tree Code	DBH	Cross Sectional Area per Tree (in square inches)	Status	Common Name	Botanical Name
9101	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
9102	HK	13	132.7	REMOVE	Hickory	Carya glabra
9103	HK	19	283.4	REMOVE	Hickory	Carya glabra
9104	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
9105	HK	13	132.7	REMOVE	Hickory	Carya glabra
9106	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
9107	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
9108	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
9109	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
9110	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
9111	PM	15	176.6	OFFSITE	Cabbage Palm	Sabal palmetto
9112	SG	18	254.3	PRESERVE	Maple	Acer rubrum
9113	PM	12	113.0	PRESERVE	Cabbage Palm	Sabal palmetto
9114	PM	14	153.9	PRESERVE	Cabbage Palm	Sabal palmetto
9115	PM	14	153.9	REMOVE	Cabbage Palm	Sabal palmetto
9116	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
9117	EM	10	78.5	REMOVE	Elm	Ulmus americana
9118	PM	11	95.0	REMOVE	Cabbage Palm	Sabal palmetto
9119	HK	16	201.0	REMOVE	Hickory	Carya glabra
9120	OK	14	153.9	REMOVE	Laurel Oak	Quercus laurifolia
9121	HK	13	132.7	REMOVE	Hickory	Carya glabra
9122	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
9123	LOK	13	132.7	PRESERVE	Live Oak	Quercus virginiana
9124	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
9125	PM	13	132.7	PRESERVE	Cabbage Palm	Sabal palmetto
9126	PM	11	95.0	PRESERVE	Cabbage Palm	Sabal palmetto
9127	PM	14	153.9	PRESERVE	Cabbage Palm	Sabal palmetto
9128	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
9129	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
9131	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
9132	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
9133	HK	7	38.5	REMOVE	Hickory	Carya glabra
9134	SG	14	153.9	DEAD	Hackberry	Celtis laevigata
9135	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
9136	CAM	31	754.4	INVASIVE	Camphor Tree	Cinnamomum camphora
9137	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
9138	WOK	9	63.6	REMOVE	Water Oak	Quercus nigra
9139	EM	13	132.7	REMOVE	Elm	Ulmus americana
9140	PM	12	113.0	PRESERVE	Cabbage Palm	Sabal palmetto
9141	PM	12	113.0	PRESERVE	Cabbage Palm	Sabal palmetto
9142	PM	14	153.9	PRESERVE	Cabbage Palm	Sabal palmetto
9143	ELM	30	706.5		Elm	Ulmus americana
9144	PM	11	95.0	PRESERVE	Cabbage Palm	Sabal palmetto
9145	CAM	12	113.0	INVASIVE	Camphor Tree	Cinnamomum camphora
9146	CAM	8	50.2	INVASIVE	Camphor Tree	Cinnamomum camphora
9147	PM	15	176.6	PRESERVE	Cabbage Palm	Sabal palmetto
9148	CAM	8	50.2	INVASIVE	Camphor Tree	Cinnamomum camphora
9149	PM	12	113.0	PRESERVE	Cabbage Palm	Sabal palmetto
9150	PM	12	113.0	OFFSITE	Cabbage Palm	Sabal palmetto
9151	HK	21	346.2	REMOVE	Hickory	Carya glabra
9152	PM	13	132.7	PRESERVE	Cabbage Palm	Sabal palmetto
9153	LOK	12	113.0	PRESERVE	Live Oak	Quercus virginiana
9154	CH	10	78.5	PRESERVE	Black Cherry	Prunus sp.
9155	PM	12	113.0	PRESERVE	Cabbage Palm	Sabal palmetto
9156	PM	10	78.5	PRESERVE	Cabbage Palm	Sabal palmetto
9157	DEAD	18	254.3	DEAD		
9158	WOK	8	50.2	PRESERVE	Water Oak	Quercus nigra
9159	PM	17	226.9	REMOVE	Cabbage Palm	Sabal palmetto
9160	PM	17	226.9	REMOVE	Cabbage Palm	Sabal palmetto
9161	EM	19	283.4	REMOVE	Elm	Ulmus americana
9162	PM	15	176.6	REMOVE	Cabbage Palm	Sabal palmetto
9163	CH	12	113.0	REMOVE	Black Cherry	Prunus sp.
9164	PM	15	176.6	REMOVE	Cabbage Palm	Sabal palmetto
9165	PM	15	176.6	REMOVE	Cabbage Palm	Sabal palmetto
9166	WOK	10	78.5	REMOVE	Water Oak	Quercus nigra
9167	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
9168	PM	13	132.7	REMOVE	Cabbage Palm	Sabal palmetto
9169	HK	15	176.6	REMOVE	Hickory	Carya glabra
9170	HK	8	50.2	REMOVE	Hickory	Carya glabra
9171	PM	10	78.5	REMOVE	Cabbage Palm	Sabal palmetto
9172	HK	6	28.3	REMOVE	Hickory	Carya glabra
9173	HK	20	314.0	REMOVE	Hickory	Carya glabra
9174	PM	14	153.9	REMOVE	Cabbage Palm	Sabal palmetto
9175	HK	13	132.7	REMOVE	Hickory	Carya glabra
9176	EM	8	50.2	PRESERVE	Elm	Ulmus americana
9177	WOK	9	63.6	REMOVE	Water Oak	Quercus nigra
9178	HK	16	201.0	REMOVE	Hickory	Carya glabra
9179	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
9180	HK	13	132.7	REMOVE	Hickory	Carya glabra
9181	PM	12	113.0	REMOVE	Cabbage Palm	Sabal palmetto
9182	HK	18	254.3	REMOVE	Hickory	Carya glabra
9183	MG	8	50.2	PRESERVE	Southern Magnolia	Magnolia grandiflora
9184	MG	11	95.0	PRESERVE	Southern Magnolia	Magnolia grandiflora
9185	MG	19	283.4	PRESERVE	Southern Magnolia	Magnolia grandiflora
9186	MG	7	38.5	PRESERVE	Southern Magnolia	Magnolia grandiflora
9187	OK	7	38.5	PRESERVE	Laurel Oak	Quercus laurifolia
9188	PM	11	95.0	PRESERVE	Cabbage Palm	Sabal palmetto
9189	PM	10	78.5	PRESERVE	Cabbage Palm	Sabal palmetto
9190	HK	22	379.9	PRESERVE	Hickory	Carya glabra
9191	EM	8	50.2	PRESERVE	Elm	Ulmus americana
9192	HK	8	50.2	PRESERVE	Hickory	Carya glabra
9193	PM	10	78.5	PRESERVE	Cabbage Palm	Sabal palmetto
9194	HK	10	78.5	PRESERVE	Hickory	Carya glabra
9195	CAM	21	346.2	INVASIVE	Camphor Tree	Cinnamomum camphora
9196	CH	9	63.6	PRESERVE	Black Cherry	Prunus sp.
9197	HK	10	78.5	PRESERVE	Hickory	Carya glabra
9198	CH	17	226.9	PRESERVE	Black Cherry	Prunus sp.

Plotted By: Lopez, Ray Sheet Set: SHOPS OF NEW SMYRNA BEACH Layout: L0.8 September 16, 2026 06:23:31pm K:\orl_civil\249631001-new smyrna beach sprouts\CADD\CONST\plansheets\L0.0-TREE MITIGATION PLAN.dwg
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REGISTERED LANDSCAPE ARCHITECT RAYMOND LOPEZ LA2053 STATE OF FLORIDA
DATE: 9/16/2026

KHA PROJECT 249631001
DATE 09/16/2026
SCALE AS SHOWN
DESIGNED BY CER
DRAWN BY CER
CHECKED BY RCL

TREE MITIGATION INVENTORY

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
L0.8

TREE MITIGATION SPECIFICATIONS

A. GENERAL

1. CONTRACTOR SHALL ADHERE TO ALL TREE PROTECTION REQUIREMENTS LISTED IN THESE SPECIFICATIONS AND/OR THOSE LISTED IN THE CITY OR COUNTY ZONING CODE, TREE PROTECTION (LATEST EDITION). WHICHEVER IS MORE STRINGENT SHALL APPLY.
2. CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION PROCEDURES WITH THE PROJECT ARBORIST PRIOR TO BEGINNING WORK.
3. ANY AREAS SUBJECT TO EROSION MUST BE ADEQUATELY STABILIZED WITH VEGETATION MATERIAL THAT WILL, WITHIN A REASONABLE TIME FRAME, DETER SOIL DISTURBANCE.
4. NO SIGNS, BUILDING PERMITS, WIRES OR OTHER ATTACHMENTS OF ANY KIND SHALL BE ATTACHED TO ANY TREE OR PALM. GUY WIRES DESIGNED TO PROTECT TREES ARE EXCLUDED FROM THIS PROHIBITION.
5. EXISTING TREE LOCATIONS AND SIZES ARE ESTIMATES AND ARE BASED ON A SURVEY PROVIDED BY THE OWNER SELECTED SURVEYOR.
6. CONTRACTOR SHALL COORDINATE TREE REMOVAL WITH PERMITTING AGENCY AND PROJECT ARBORIST PRIOR TO CONSTRUCTION. NO PERSON MAY REMOVE OR CAUSE TO BE REMOVED ANY PROTECTED TREE OR PALM WITHOUT FIRST HAVING PROCURED A PERMIT AS PROVIDED BY THE APPROPRIATE PERMITTING AGENCY.
7. FOR PROTECTED TREES OR PALMS BEING REMOVED, THE CONTRACTOR MUST GIVE THE PERMITTING AGENCY REASONABLE OPPORTUNITY TO RELOCATE TREES DESIGNATED FOR REMOVAL TO ANOTHER SITE AT THE PERMITTING AGENCY'S EXPENSE.
8. CONTRACTOR IS RESPONSIBLE FOR POSSESSING ALL REQUIRED APPLICATOR LICENSES, BUSINESS REGISTRATIONS AND INSURANCE, PESTICIDE LABELS, AND MATERIAL DATA SAFETY SHEETS. THE CONTRACTOR IS ALSO RESPONSIBLE FOR HAVING ALL SPILL CONTAINMENT MATERIALS AND REQUIRED PERSONAL PROTECTIVE EQUIPMENT FOR PESTICIDE APPLICATIONS AND ACCIDENTAL SPILLS ON SITE AT ALL TIMES. THE OWNER RESERVES THE RIGHT TO INSPECT EACH APPLICATOR AND HAVE THESE MATERIALS PRESENTED BEFORE AND DURING ANY PESTICIDE TREATMENT.
9. WHERE TRAFFIC AREAS ARE PROPOSED WITHIN THE DRIP LINE OF PROTECTED TREES AND LESS THAN FOUR (4) INCHES OF GRADE CHANGE ARE PROPOSED, PERMEABLE SURFACES THAT ALLOW AIR AND WATER INTO THE SOIL SHOULD BE USED IN LIEU OF ASPHALT OR OTHER SUCH IMPERVIOUS SURFACES.
10. TREE WELLS OF AN APPROVED DESIGN SHALL BE CONSTRUCTED AROUND ALL TREES TO BE PRESERVED WHEN MORE THAN FOUR INCHES OF FILL IS TO BE DEPOSITED WITHIN THE DRIP LINE AREA OF THOSE TREES. COORDINATE WITH PROJECT ARBORIST.
11. THE SEQUENCE OF TREE MITIGATION AND PRESERVATION MEASURES IS IMPERATIVE TO THE HEALTH AND SURVIVABILITY OF THE SUBJECT TREES AND SHALL BE COORDINATED WITH THE OWNER SELECTED PROJECT ARBORIST. THE DESIRED SEQUENCE IS OUTLINED BELOW:
    a. TREE PROTECTION FENCING.
    b. ROOT PRUNING AND ROOT BARRIERS.
    c. CLEARING.
    d. TREE CANOPY PRUNING.
    e. FERTILIZATION.
    f. INSECTICIDE.
    g. IRRIGATION.

B. TREE PROTECTION FENCING

1. PRIOR TO THE ERECTION OF ANY TREE PROTECTION FENCING, ALL FOREIGN SURFACE MATERIAL, TRASH OR DEBRIS SHALL BE REMOVED FROM THE AREA TO BE ENCLOSED BY THE FENCING. AFTER ERECTION OF THE FENCING NO SUCH MATERIAL OR LITTER SHALL BE PERMITTED TO REMAIN WITHIN THE PROTECTED AREA.
2. TREE PROTECTION FENCING SHALL BE PLACED AROUND ALL PROTECTED TREES TO CREATE A PROTECTIVE ROOT ZONE AND SHALL REMAIN IN PLACE UNTIL SITE CLEARING, LAND ALTERATION, AND CONSTRUCTION ACTIVITIES ARE COMPLETE.
3. NATIVE GROUND COVER AND UNDERSTORY VEGETATION EXISTING WITHIN THE PROTECTED AREA SHALL REMAIN THROUGHOUT CONSTRUCTION. OTHER DESIGNATED VEGETATION AND INVASIVE PLANT SPECIES SHALL BE REMOVED ONLY BY MANUAL LABOR UTILIZING HAND TOOLS, OR BY OTHER METHODS APPROVED BY THE PROJECT ARBORIST.
4. TREE PROTECTION FENCING TYPES AND LOCATIONS SHALL BE ERECTED AS SHOWN ON THE TREE MITIGATION PLANS AND DETAILS, OR AS REQUESTED BY LOCAL AGENCY.
5. FINAL LOCATIONS SHALL BE COORDINATED WITH AND APPROVED BY THE PROJECT ARBORIST.
6. NO MATERIALS, EQUIPMENT, SPOIL, WASTE OR WASHOUT WATER MAY BE DEPOSITED, STORED, OR PARKED WITHIN 20 FEET OF THE TREE PROTECTION ZONE.
7. EROSION CONTROL DEVICES SUCH AS SILT FENCING, DEBRIS BASINS, AND WATER DIVERSION STRUCTURES SHALL BE INSTALLED TO PREVENT SILTATION AND/OR EROSION WITHIN THE TREE PROTECTION ZONE.
8. CONSTRUCTION ACTIVITY SHALL NOT DESTROY OR IRREVERSIBLY HARM THE ROOT SYSTEM OF PROTECTED TREES. POST HOLES AND TRENCHES LOCATED CLOSE TO PROTECTED TREES SHALL BE ADJUSTED TO AVOID DAMAGE TO MAJOR ROOTS.
9. DO NOT INSTALL CONDUIT, DRAIN OR IRRIGATION LINES, OR ANY UTILITY LINE WITHIN THE TREE PROTECTION ZONE WITHOUT THE APPROVAL OF THE PROJECT ARBORIST. IF LINES MUST TRAVERSE THE PROTECTION AREA, THEY SHALL BE TUNNELED OR BORED UNDER THE TREE.
10. CONTRACTOR'S ACCESS TO FENCED TREE PROTECTION AREAS WILL BE PERMITTED ONLY WITH APPROVAL OF THE PROJECT ARBORIST.
11. EXCAVATION OR GRADING REQUIRED WITHIN THE PROTECTED AREA SHALL BE LIMITED TO THREE (3) INCHES OF CUT OR FILL. COORDINATE WITH PROJECT ARBORIST.
12. STRUCTURES AND UNDERGROUND FEATURES TO BE REMOVED WITHIN THE TREE PROTECTION ZONE SHALL BE COORDINATED WITH THE PROJECT ARBORIST.
13. TREE PROTECTION FENCING AROUND TREES TO BE RELOCATED SHALL BE ERECTED UNTIL THE TREE IS READY TO BE RELOCATED AND NEW FENCING SHALL BE ERECTED AT THE TREES NEW LOCATION AND WILL REMAIN IN PLACE UNTIL ALL CONSTRUCTION ACTIVITIES ARE COMPLETE.
14. IF ANY DAMAGE TO TREE PROTECTION FENCING SHOULD OCCUR BY ACCIDENT OR NEGLIGENCE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMMEDIATE REPAIRS.
15. IF TEMPORARY HAUL OR ACCESS ROADS MUST PASS OVER THE PROTECTED AREA OF TREES TO BE PRESERVED, A ROAD BED OF SIX (6) INCHES OF MULCH OR GRAVEL SHALL BE CREATED TO PROTECT THE SOIL. THE ROAD BED MATERIAL SHALL BE REPLENISHED AS NECESSARY TO MAINTAIN A SIX (6) INCH ROAD BED AT ALL TIMES. CONTRACTOR SHALL REMOVE ALL SUCH MATERIALS FROM THE SITE AS SOON AS TEMPORARY ACCESS IS NO LONGER NECESSARY.
16. CONTRACTOR SHALL COORDINATE WITH THE PROJECT ARBORIST PRIOR TO THE REMOVAL OF ALL TREE PROTECTION FENCING.

C. ROOT PRUNING/TRENCHING

1. TRENCHING LOCATIONS SHALL BE APPROVED IN THE FIELD BY THE PROJECT ARBORIST.
2. TRENCHING EQUIPMENT THAT WILL TURN AT HIGH RPM'S IS PREFERRED, AND SHALL BE APPROVED BY THE PROJECT ARBORIST. APPROVED EQUIPMENT WILL BE USED TO PERFORM ALL ROOT PRUNING OPERATIONS. A MINIMUM DEPTH OF THREE FEET IS REQUIRED.
3. INSTALL ROOT BARRIER WHERE DESIGNATED. SEE TREE MITIGATION PLAN AND DETAIL SHEETS.
4. THE TRENCH SHALL BE BACKFILLED WITH PREVIOUSLY EXCAVATED SOIL AND COMPACTED IMMEDIATELY.
5. TREES TO BE RELOCATED SHALL BE ROOT PRUNED A MINIMUM OF TWELVE (12) WEEKS PRIOR TO TREE RELOCATION.
6. WHEN THE TREE ROOT ZONE WILL BE DISTURBED, AFFECTED ROOTS MUST BE SEVERED BY CLEAN PRUNING CUTS AT THE POINT WHERE CONSTRUCTION IMPACTS THE ROOTS.

D. CLEARING

1. ANY BRUSH CLEARING REQUIRED WITHIN THE TREE PROTECTION ZONE SHALL BE ACCOMPLISHED WITH HAND-OPERATED EQUIPMENT.
2. CONTRACTOR SHALL CLEAR ALL TREE PROTECTION AREAS OF VINES, SHRUBS, GROUND COVERS, WEEDS, SAPLINGS, AND INVASIVES LISTED ON THE LATEST EDITION OF THE FLORIDA EXOTIC PEST PLANT COUNCIL'S LIST OF INVASIVE SPECIES.
3. PROJECT ARBORIST MUST APPROVE METHODS OTHER THAN HAND CLEARING.
4. A TWO (2) INCH LAYER OF MULCH SHALL BE APPLIED OVER THE SURFACE OF EXPOSED ROOTS OF PROTECTED TREES DURING THE SITE CLEARING PHASE.

E. TREE CANOPY PRUNING

1. TREE PRUNING SPECIFICATIONS SHALL BE DEFINED BASED ON SPECIFIC RECOMMENDATIONS OF THE PROJECT ARBORIST. INFORMATION PRESENTED BELOW SHOULD BE USED AS A GUIDELINE.
2. CONTRACTOR SHALL VISIT THE SITE WITH THE PROJECT ARBORIST TO VERIFY THE EXTENT OF REQUIRED PRUNING.
3. ALL PRUNING SHALL BE PERFORMED IN ACCORDANCE WITH THE RECOMMENDATIONS OF A QUALIFIED INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) CERTIFIED ARBORIST OR AN AMERICAN SOCIETY OF CONSULTING ARBORISTS (ASCA) REGISTERED CONSULTING ARBORIST (RCA).
4. AT LEAST ONE MEMBER OF THE PRUNING CREW SHALL BE AN ISA CERTIFIED ARBORIST.
5. WHILE IN THE TREE, THE ARBORIST SHALL PERFORM AN AERIAL INSPECTION TO IDENTIFY DEFECTS THAT REQUIRE TREATMENT. ANY ADDITIONAL WORK NEEDED SHALL BE REPORTED TO THE OWNER.
6. PRUNING CUTS SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE ANSI A300 PRUNING STANDARD (AMERICAN NATIONAL STANDARD FOR TREE CARE OPERATIONS) AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF ANSI Z133.1 SAFETY STANDARD, PRUNING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF ISA'S "BEST MANAGEMENT PRACTICES: TREE PRUNING".
7. WHERE TEMPORARY CLEARANCE IS NEEDED FOR ACCESS, BRANCHES SHALL BE TIED BACK TO HOLD THEM OUT OF THE CLEARANCE ZONE.
8. NO MORE THAN 20 PERCENT OF LIVE FOLIAGE SHALL BE REMOVED WITHIN ANY TREE.
9. ALL TREES WITHIN THE PROJECT AREA SHALL BE PRUNED AS FOLLOWS:
    a. LIVE BRANCH PRUNING SHOULD BE PERFORMED ONLY WHEN THE DANGER OF INSECT OR DISEASE INFESTATION IS NOT PRESENT.
    b. REMOVE STUBS, CUTTING OUTSIDE THE WOUND WOOD TISSUE THAT HAS FORMED AROUND THE BRANCH.
    c. CLEANING, FOR THE SELECTIVE REMOVAL OF DEAD, DISEASED, BROKEN, OR CROSSING BRANCHES DOWN TO ONE INCH IN DIAMETER OR AS DIRECTED BY THE PROJECT ARBORIST.
    d. PRUNING CUTS LARGER THAN 4 INCHES IN DIAMETER, EXCEPT FOR DEAD WOOD, SHALL BE AVOIDED.
    e. PRUNING CUTS THAT EXPOSE HEARTWOOD SHALL BE AVOIDED WHENEVER POSSIBLE.
    f. ALL TREES WITH CROWNS THAT PROJECT INTO PARKING LOT/ROADWAY AREAS SHALL BE RAISED TO 14 FEET ABOVE FINISHED GRADE.
    g. ALL TREES WITH CROWNS THAT PROJECT INTO SIDEWALK AREAS SHALL BE RAISED TO A HEIGHT OF 8 FEET ABOVE FINISHED GRADE.
9. TREES, WHO'S ROOT SYSTEMS WILL BE IMPACTED SHALL RECEIVE THE FOLLOWING PRUNING TO COMPENSATE FOR ROOT LOSS:
    a. THE LOCATION AND SIZE OF BRANCHES FOR REDUCTION SHALL BE DEFINED BY THE PROJECT ARBORIST.
    b. REDUCTION, OR THE SELECTIVE PRUNING TO REDUCE TREE HEIGHT OR SPREAD.
    c. REDUCE END WEIGHT ON HEAVY, HORIZONTAL BRANCHES BY SELECTIVELY REMOVING SMALL DIAMETER BRANCHES, NO GREATER THAN 2 TO 3 INCHES, NEAR THE ENDS OF SCAFFOLD BRANCHES.
    d. RAISING SHALL CONSIST OF SELECTIVE PRUNING TO PROVIDE VERTICAL CLEARANCE.
10. PROPOSED/REPLACEMENT TREES
    a. PRUNING SHALL BE LIMITED TO CLEANING.
11. BRUSH SHALL BE CHIPPED AND SPREAD (ONLY WHEN DISEASE OR INSECT INFESTATION IS NOT PRESENT) UNDERNEATH TREES WITHIN THE TREE PROTECTION ZONE TO A MAXIMUM DEPTH OF THREE (3) INCHES, LEAVING THE TRUNK CLEAR OF MULCH.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL EXCESS DEBRIS ON A DAILY BASIS.

F. FERTILIZATION

1. CONTRACTOR SHALL COORDINATE FERTILIZATION PLAN, FOLLOWING BEST MANAGEMENT PRACTICES WITH THE PROJECT ARBORIST PRIOR TO COMMENCEMENT OF WORK.
2. EVERY EFFORT SHALL BE MADE TO UTILIZE CHEMICALS OF AN ORGANIC OR BIODEGRADABLE NATURE IN ORDER TO OFFER THE LEAST IMPACT TO THE NATURAL ENVIRONMENT. CONTRACTOR IS RESPONSIBLE FOR MIXING, APPLYING, AND DISPOSAL OF ALL CHEMICALS IN ACCORDANCE WITH STRICT ADHERENCE TO MANUFACTURER'S SPECIFICATIONS. COORDINATE WITH PROJECT ARBORIST FOR FURTHER INSTRUCTION.
3. ONLY TREES AFFECTED BY CONSTRUCTION OR AS SHOWN ON THE TREE MITIGATION PLAN AND TREE INVENTORY SCHEDULE SHALL BE TREATED.
4. TREES SPECIFIED TO RECEIVE FERTILIZER SHALL BE TREATED AS FOLLOWS.
    a. MIX FERTILIZER ACCORDING TO MANUFACTURER'S SPECIFICATIONS INTO A TANK WITH AGITATION CAPABILITY.
    b. MIX WETTING AGENT ACCORDING TO MANUFACTURER'S SPECIFICATIONS INTO SAME TANK WITH FERTILIZER. AGITATE MIX.
    c. INJECT THE MIXTURE WITH A HYDRAULIC INJECTION SYSTEM INTO THE UPPER 6-12 INCHES OF SOIL WITH A SOIL PROBE. INJECT AT THE RATE OF ONE THIRD (1/3) GALLON AT EACH INJECTION SITE.
    d. THE CRITICAL ROOT ZONE AREA PLUS 2' BEYOND THE CRITICAL ROOT ZONE SHALL BE INJECTED, BUT NOT BEYOND ROOT PRUNING LOCATIONS.
    e. FERTILIZER SHALL BE INSTALLED PRIOR TO THE INSTALLATION OF ANY AERATION SYSTEMS.
    f. EMPTY PRODUCT CONTAINERS SHALL BE STOCKPILED FOR INSPECTION BY THE PROJECT ARBORIST PRIOR TO DISPOSAL.

G. INSECTICIDE

7. NOTIFY PROJECT ARBORIST IF ANY INFESTATION IS NOTICED.
8. FOLLOW PROJECT ARBORIST'S RECOMMENDED PROCEDURES.
9. FOLLOW ALL MANUFACTURERS' RECOMMENDATIONS CONCERNING APPLICATION. READ ALL WARNING LABELS.
10. ANY PETS, AS WELL AS, THE PETS FOOD AND WATER BOWLS SHOULD BE REMOVED FROM THE AREA AND ANY SWIMMING POOLS SHOULD BE COVERED. COORDINATE WITH PROJECT ARBORIST FOR FURTHER INSTRUCTION.
11. ENSURE COMPLETE COVERAGE AND REAPPLY 2-3 MONTHS AFTER INITIAL APPLICATION UTILIZING SAME PROCEDURE.

H. IRRIGATION

1. EVERY EFFORT SHALL BE MADE TO WATER THE PRESERVED TREES AND TRANSPLANTS. CONTRACTOR SHALL IRRIGATE BY HAND OR BY TEMPORARY IRRIGATION.
2. IRRIGATE AS REQUIRED BY PROJECT ARBORIST UNTIL PERMANENT IRRIGATION IS INSTALLED AND OPERATING.
3. UNDERGROUND IRRIGATION SHALL NOT BE INSTALLED WITHIN THE DRIP LINES OF EXISTING TREES UNLESS ROOT PROTECTION MEASURES ARE PROVIDED AND APPROVED BY PROJECT ARBORIST.

I. TREE REMOVALS

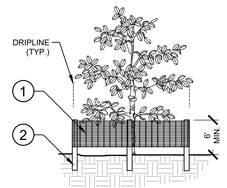
1. PRIOR TO AND DURING LAND CLEARING, INCLUDING GRUBBING, ALL TREES TO BE REMOVED SHALL BE CLEARLY MARKED BY PROJECT ARBORIST WITH RED SURVEY RIBBONS AT 36 INCHES MINIMUM ABOVE GRADE.
2. CONTRACTOR SHALL REMOVE ALL TREES AS SHOWN ON THE TREE MITIGATION PLANS AFTER THE TREE PROTECTION FENCING IS INSTALLED.
3. ALL TREES SHOWN TO BE REMOVED SHALL BE FELLED WITH A CHAIN SAW AND STUMP GROUND 6" BELOW SURFACE. ANY TREE SHOWN TO BE REMOVED THAT IS IN AN AREA WHERE COMPACTION IS CRITICAL SHALL BE FELLED WITH A CHAIN SAW AND STUMP REMOVED BY CONTRACTOR.
4. ALL WOOD AND STUMPS FROM REMOVALS SHALL BE HAULED FROM THE SITE THE SAME DAY, EXCEPT FOR TOPS. ALL TOPS ARE TO BE MULCHED AND STOCKPILED OR HAULED DIRECTLY TO MULCHED AREAS FOR RELOCATED TREES IF SCHEDULING PERMITS. TOPS SHALL BE CHIPPED AND PLACED IN THE TREE PROTECTION ZONE TO A DEPTH OF THREE (3) INCHES. ALL EXCESS WOOD CHIPS SHOULD BE HAULED OFF SITE AFTER TRANSPLANTING IS COMPLETE.
5. ALL BURN PITS IF APPLICABLE MUST BE APPROVED BY THE PROJECT ARBORIST AND OWNER.
6. TREES TO BE REMOVED THAT HAVE BRANCHES EXTENDING INTO THE CANOPY OF TREES TO REMAIN MUST BE REMOVED BY A QUALIFIED ISA CERTIFIED ARBORIST AND NOT BY DEMOLITION OR CONSTRUCTION CONTRACTORS. THE QUALIFIED ARBORIST SHALL REMOVE THE TREE IN A MANNER THAT CAUSES NO DAMAGE TO THE TREES AND UNDERSTORY VEGETATION TO REMAIN.
7. TREES TO BE REMOVED LOCATED WITHIN THE TREE PROTECTION ZONE SHALL BE REMOVED BY A QUALIFIED ISA CERTIFIED ARBORIST. THE TREES SHALL BE CUT NEAR GROUND LEVEL AND THE STUMP GROUND OUT.

L. TOPSOIL

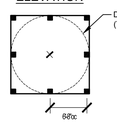
10. CONTRACTOR SHALL COORDINATE ALL EARTHWORK OPERATIONS WITHIN TREE PROTECTION AREAS WITH THE PROJECT ARBORIST PRIOR TO BEGINNING WORK.
11. ALL TOPSOIL SHALL BE NATURAL, FRIABLE, FERTILE, FINE LOAMY SOIL POSSESSING CHARACTERISTICS OF REPRESENTATIVE TOPSOIL IN THE VICINITY THAT PRODUCES HEAVY GROWTH.
12. TOPSOIL, PH RANGE OF 5.5 TO 7.0, 3-5 PERCENT ORGANIC MATERIAL MINIMUM, FREE FROM SUBSOIL, OBJECTIONABLE WEEDS, LITTER, SODS, STIFF CLAY, STONES LARGER THAN ONE (1) INCH IN DIAMETER, STUMPS, ROOTS, TRASH, TOXIC SUBSTANCES, OR ANY OTHER MATERIAL WHICH MAY BE HARMFUL TO PLANT GROWTH.
13. VERIFY AMOUNT STOCKPILED IF ANY, AND SUPPLY ADDITIONAL AS NEEDED FROM NATURALLY WELL-DRAINED SITES WHERE TOPSOIL OCCURS AT LEAST FOUR (4) INCHES DEEP. DO NOT OBTAIN TOPSOIL FROM BOGS OR MARSHES.
14. PROJECT ARBORIST SHALL APPROVE ALL TOPSOIL PRIOR TO PLACEMENT.

M. REPAIR OF DAMAGED TREES

1. IF DAMAGE TO ANY TREE SHOULD OCCUR BY ACCIDENT OR NEGLIGENCE DURING THE CONSTRUCTION PERIOD, THE PROJECT ARBORIST SHALL APPRAISE THE DAMAGE AND MAKE RECOMMENDATIONS TO THE OWNER FOR REPAIR BY THE CONTRACTOR.
2. IF ANY TREE DESIGNATED TO BE SAVED IS REMOVED FROM THE SITE WITHOUT PERMISSION OF THE OWNER'S REPRESENTATIVE, THE PROJECT ARBORIST SHALL APPRAISE THE TREE AND MAKE RECOMMENDATIONS TO THE OWNER FOR REPLACEMENT BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OF THE TREE AND ANY FEES THAT MAY BE ASSESSED TO THE OWNER BY THE GOVERNING AGENCY.



ELEVATION



PLAN



CORNER CONNECTION



CONNECTION

1. 6'H "PERIMETER PLUS" CONSTRUCTION FENCE BY CONWED PLASTICS OR OWNER'S REPRESENTATIVE APPROVED EQUAL. SUBMIT PRODUCT INFORMATION FOR APPROVAL PRIOR TO INSTALLATION.
2. 8' TALL METAL "T" POSTS OR 2" x 2" X 8' PRESSURE TREATED WOOD POSTS WITH 24" BURIAL BELOW GRADE.

INSTALLATION NOTES:

A. POST SELECTION SHOULD BE BASED ON EXPECTED STRENGTH NEEDS AND THE LENGTH OF TIME FENCE WILL BE IN PLACE. FLEXIBLE FIBERGLASS ROD POSTS ARE RECOMMENDED FOR PARKS, ATHLETIC EVENTS AND CROWD CONTROL INSTALLATIONS. METAL "T" POSTS OR TREATED WOOD POSTS ARE TYPICALLY USED FOR CONSTRUCTION AND OTHER APPLICATIONS.

B. POSTS SHOULD BE DRIVEN INTO THE GROUND TO A DEPTH OF 1/3 OF THE HEIGHT OF THE POST. FOR EXAMPLE, A 6' POST SHOULD BE SET AT LEAST 2' INTO THE GROUND.

C. SPACE POSTS EVERY 6' (MIN.) TO 8' (MAX.).

D. SECURE FENCING TO POST WITH NYLON CABLE TIES (AVAILABLE FROM CONWED PLASTICS). WOOD STRIPS MAY BE ALSO BE USED TO PROVIDE ADDITIONAL SUPPORT AND PROTECTION BETWEEN TIES AND POSTS.

NOTE: IF WIRE TIES ARE USED, AVOID DIRECT CONTACT WITH FENCE. WIRE MAY DAMAGE FENCE OVER TIME.

2 / L0.51 TREE PROTECTION FENCING
ELEVATION / PLAN NTS

1 / L0.51 TYPICAL TREE MITIGATION NOTES

No.	REVISIONS	DATE	BY

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Raymond Lopez
LICENSED PROFESSIONAL ARCHITECT
RAYMOND C. LOPEZ
LA32053
STATE OF FLORIDA
DATE: 9/16/2026

KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	CER
DRAWN BY	CER
CHECKED BY	RCL

TREE MITIGATION NOTES

SHOPS OF NEW SMYRNA BEACH
NEW SMYRNA BEACH FL

SHEET NUMBER
L0.9

Plotted By:Lopez, Ray Sheet Set:SHOPS OF NEW SMYRNA BEACH Layout:L0.9 September 16, 2026 06:23:33pm K:\Orl_civil\249631001-new smyrna beach sprouts\CADD\CONST\sheets\L0.9_TREE MITIGATION PLAN.dwg
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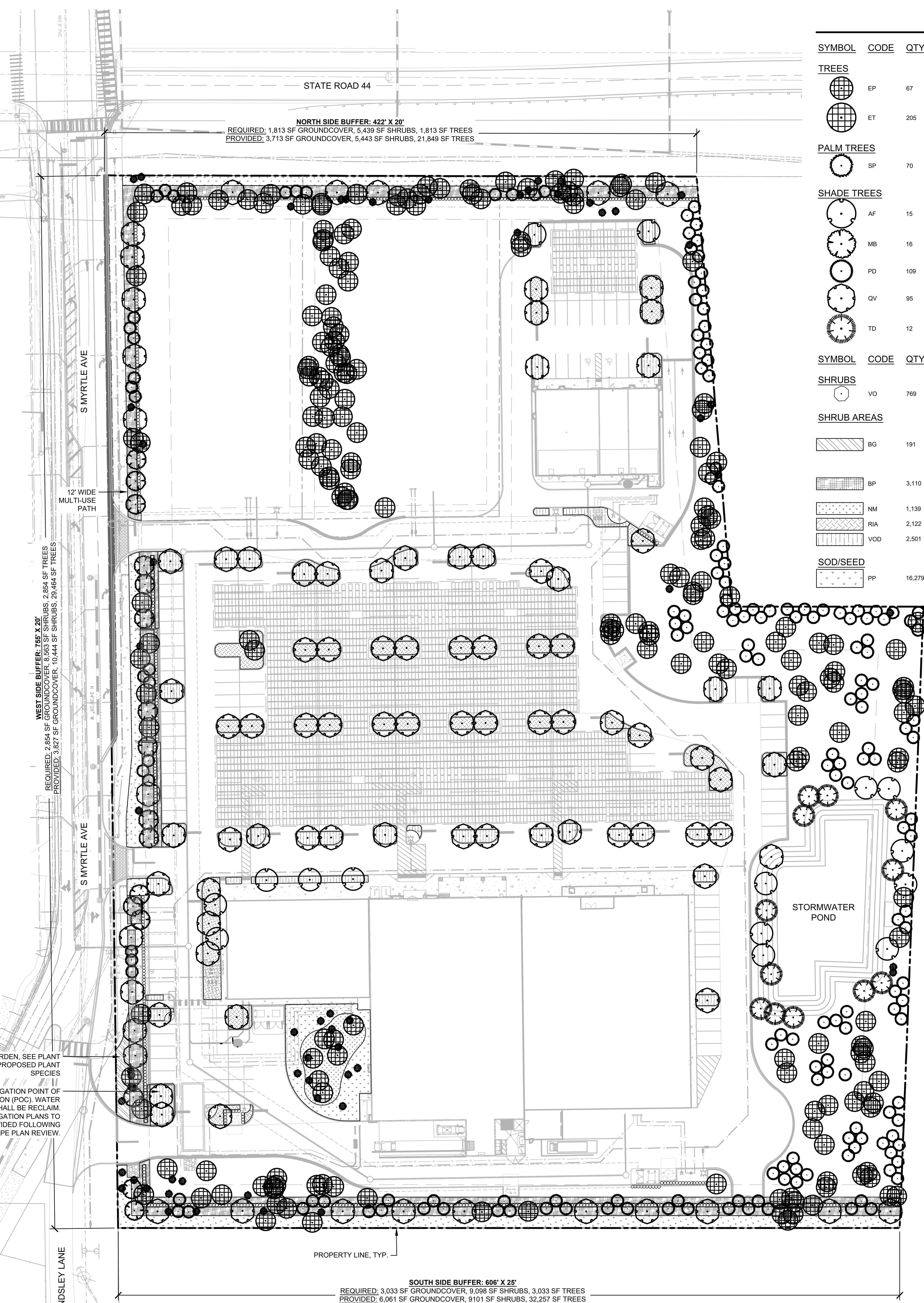

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE
TREES							
	EP	67	EXISTING PALM TO REMAIN SEE TREE MITIGATION PLAN FOR SPECIES AND SIZE. CONTRACTOR LIABLE FOR DAMAGE	EXISTING PALM TO REMAIN	-		
	ET	205	EXISTING TREE TO REMAIN SEE TREE MITIGATION PLAN FOR SPECIES AND SIZE. CONTRACTOR LIABLE FOR DAMAGE	EXISTING TREE TO REMAIN	-		
PALM TREES							
	SP	70	SABAL PALM STRAIGHT, FULLY REGENERATED, FL #1	SABAL PALMETTO	B & B	-	12` - 16` C.T.
SHADE TREES							
	AF	15	RED MAPLE SINGLE, STRAIGHT, FULL, FL#1	ACER RUBRUM	FG	4" CAL MIN	14` HT., 6` SPR.
	MB	16	BRACKEN`S SOUTHERN MAGNOLIA SINGLE, STRAIGHT, FULL, FL#1	MAGNOLIA GRANDIFLORA `BRACKENS BROWN BEAUTY`	FG	4" CAL MIN	12` HT., 6` SPR.
	PD	109	SLASH PINE STRAIGHT SINGLE LEADER, FULL, FL #1	PINUS ELLIOTTII DENSA	FG	4" CAL MIN	14` HT
	QV	95	SOUTHERN LIVE OAK SINGLE, STRAIGHT, FULL, FL#1	QUERCUS VIRGINIANA	FG	4" CAL MIN	14` HT., 7` SPR.
	TD	12	BALD CYPRESS SINGLE, STRAIGHT, FULL, FL#1	TAXODIUM DISTICHUM	FG	4" CAL MIN	14` HT., 5` SPR.

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	SIZE	SPACING
SHRUBS							
	VO	769	SWEET VIBURNUM FULL	VIBURNUM ODORATISSIMUM	3 GAL	24" HT	30" OC
SHRUB AREAS							
	BG	191	BUTTERFLY GARDEN -BUTTERFLY MILKWEED -DUNE SUNFLOWER -AMERICAN BEAUTY BERRY -SIMPSON'S STOPPER -DWARF FIREBUSH	BUTTERFLY GARDEN	3 GAL	24" FULL	30" OC
	BP	3,110	BUFFER PLANTINGS -COONTIE -DWARF FIREBUSH -DWARF FAKAHATCHEE	BUFFER PLANTINGS	3 GAL	24" FULL	30" OC
	NM	1,139	MACHO FERN	NEPHROLEPIS BISERRATA	3 GAL		
	RIA	2,122	INDIAN HAWTHORN 'ALBA' FULL	RHAPHIOLEPIS INDICA 'ALBA'	3 GAL	12" FULL	24" OC
	VOD	2,501	MRS SCHILLERS DELIGHT VIBURNUM FULL	VIBURNUM OBOVATUM `MRS SCHILLERS DELIGHT`	3 GAL	14" FULL	24" OC
SOD/SEED							
	PP	16,279 SF	PENSACOLA BAHIA GRASS ROLLED TIGHT, 100% INSECT / WEED / DISEASE / DEBRIS FREE	PASPALUM NOTATUM `PENSACOLA`	SOD	SOD	SEE PLAN

604.00.C.1.A. - LANDSCAPE BUFFER REQUIREMENTS			
NORTH SIDE			
MATERIAL	MINIMUM SIZE (422' X 20')	COVERAGE REQUIRED	COVERAGE PROVIDED
SHRUBS	24"	5439	5443
PROPOSED TREES	9' HT, 2.5" CAL		9487
PRESERVED PALMS	20 YEAR CROWN OF 14'		2000
PRESERVED TREES	20 YEAR CROWN OF 20'		10362
TOTAL TREES	BASED ON 20 YEAR CROWN	1813	21849
GROUNDCOVER	<12" (MULCH, GRASSES, STONE)	1813	3713
TOTAL BUFFER AREA (SF)	9065		
WEST SIDE			
MATERIAL	MINIMUM SIZE (755' X 20')	COVERAGE REQUIRED	COVERAGE PROVIDED
SHRUBS	24"	8563	10444
PROPOSED TREES	9' HT, 2.5" CAL		23228
PRESERVED PALMS	20 YEAR CROWN OF 14'		2154
PRESERVED TREEES	20 YEAR CROWN OF 20'		4082
TOTAL TREES	BASED ON 20 YEAR CROWN	2854	29464
GROUNDCOVER	<12" (MULCH, GRASSES, STONE)	2854	3827
TOTAL BUFFER AREA	14272		
SOUTH SIDE			
MATERIAL	MINIMUM SIZE (606' X 25')	COVERAGE REQUIRED	COVERAGE PROVIDED
SHRUBS	24"	9098	9101
PROPOSED TREES	9' HT, 2.5" CAL		26560
PRESERVED PALMS	20 YEAR CROWN OF 14'		615
PRESERVED TREES	20 YEAR CROWN OF 20'		4082
TOTAL TREES	BASED ON 20 YEAR CROWN	3033	31257
GROUNDCOVER	<12" (MULCH, GRASSES, STONE)	3033	6061
TOTAL BUFFER AREA	15163		

LANDSCAPE BUFFERS		
MATERIAL	MINIMUM SIZE	PERCENT COVERAGE
SHRUBS	24" AT PLANTING (18" IN RESIDENTIAL LOT WITHIN SUBDIVISION)	60%, EACH SHRUB PLANTED NO MORE THAN 3' APART
TREES	9' IN HEIGHT, 2.5" CALIPER (MEASURED 6" ABOVE GROUND)	20% (USE THE 20-YEAR CROWN TO DETERMINE SQ FT)
GROUNDCOVER	NO MINIMUM "SIZE," MUST BE LESS THAN 12"; INCLUDES MULCH, GRASSES, STONE	20%

604.04.D. PARKING LOT INTERIOR LANDSCAPE	
PARKING AREA	159748
10% REQUIRED LANDSCAPE	15974.8
PROVIDED LANDSCAPE	17532
REQUIRED 1 TREE / 100 SF OF REQUIRED LANDSCAPE	160
PROVIDED TREES & PALMS	84
PRESERVED TREES & PALMS	76
TOTAL PARKING LOT INTERIOR TREES	160

1105.00.A.4.A. - TREE PRESERVATION	
604.051.A. - MINIMUM TREE COVERAGE STANDARD	
SITE AREA IN ACRES	11.37
SITE AREA IN SQUARE FEET	495,136
1 TREE / 2,500 SF	198.05
REQUIRED TREES	198
PROVIDED TREES	317

1105.00.A.4.B. 15% TREE PRESERVATION	
604.051.A.2.A. MINIMUM TREE COVERAGE STANDARD	
SITE AREA IN ACRES	11.37
15% MINIMUM SAVED IN ACRES	1.71

TREE	20 YEAR CROWN
SABAL PALM	14
RED MAPLE	25
BRACKEN'S SOUTHERN MAGNOLIA	20
SLASH PINE	20
SOUTHERN LIVE OAK	45
BALD CYPRESS	20

LANDSCAPE NOTES:

1. ALL LANDSCAPE MATERIAL TO BE FLORIDA GRADE #1 OR BETTER QUALITY
2. ALL LANDSCAPED AREAS ARE TO RECEIVE A MINIMUM OF 4" OF TOPSOIL.
3. ALL PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, AND FREE OF PESTS AND DISEASE.
4. ALL MATERIALS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION.
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NORTH

GRAPHIC SCALE IN FEET
0 25 50 100

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Raymond Lopez
REGISTERED LANDSCAPE ARCHITECT RAYMOND LOPEZ LA2053 STATE OF FLORIDA
LICENSED PROFESSIONAL
DATE: 9/16/2026

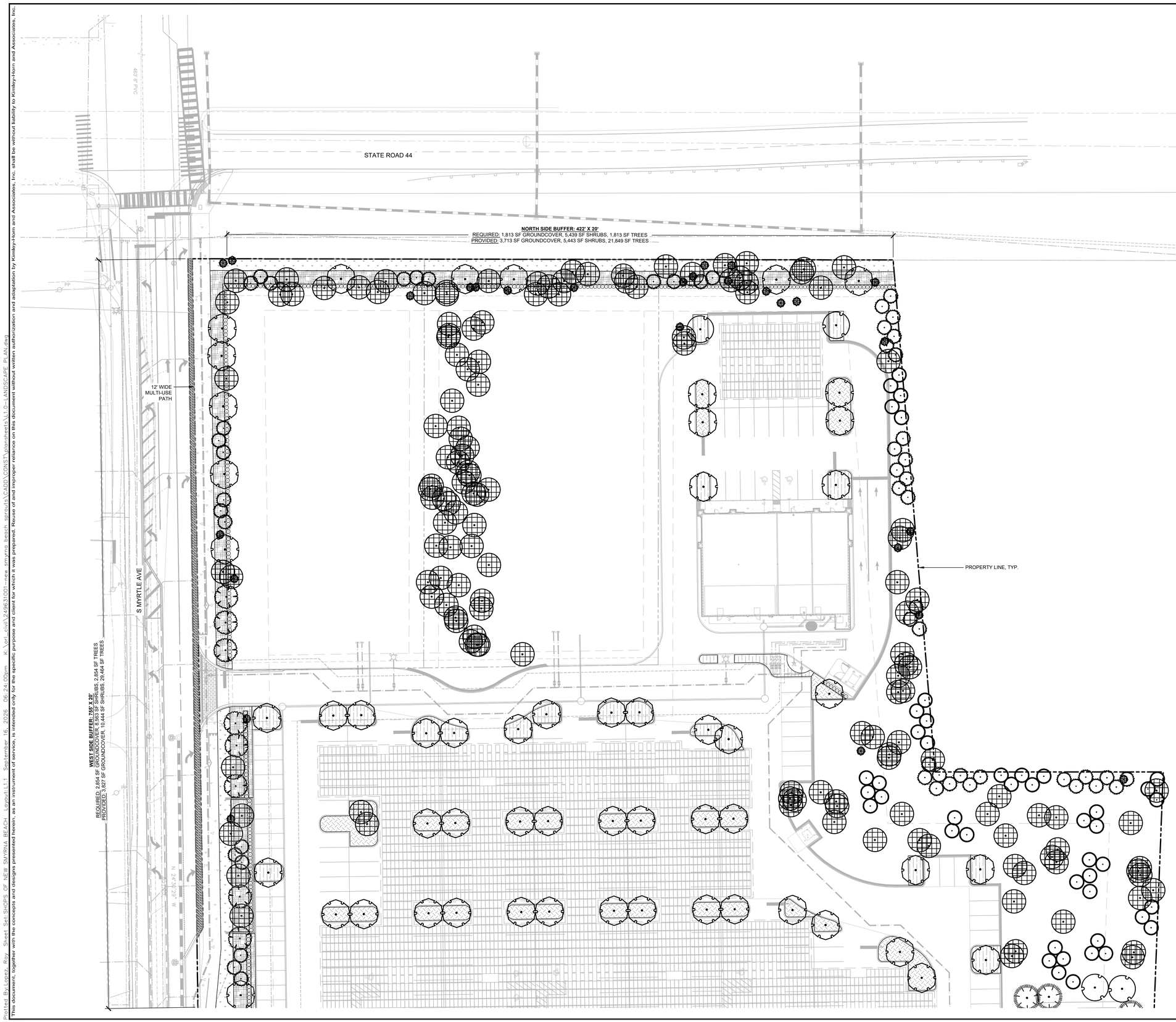
KHA PROJECT 249631001
DATE 09/16/2026
SCALE AS SHOWN
DESIGNED BY CER
DRAWN BY CER
CHECKED BY RCL

OVERALL LANDSCAPE PLAN

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
L1.0



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PLANT SCHEDULE

SYMBOL	CODE	COMMON NAME
TREES		
	EP	EXISTING PALM TO REMAIN
	ET	EXISTING TREE TO REMAIN
PALM TREES		
	SP	SABAL PALM
SHADE TREES		
	AF	RED MAPLE
	MB	BRACKEN`S SOUTHERN MAGNOLIA
	PD	SLASH PINE
	QV	SOUTHERN LIVE OAK
	TD	BALD CYPRESS
SHRUBS		
	VO	SWEET VIBURNUM
SHRUB AREAS		
	BG	BUTTERFLY GARDEN
	BP	BUFFER PLANTINGS
	NM	MACHO FERN
	RIA	INDIAN HAWTHORN 'ALBA'
	VOD	MRS SCHILLERS DELIGHT VIBURNUM
SOD/SEED		
	PP	PENSACOLA BAHIA GRASS

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No.	REVISIONS	DATE	BY

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Raymond Lopez
LICENSED PROFESSIONAL LANDSCAPE ARCHITECT
RAYMOND C. LOPEZ LA0263 STATE OF FLORIDA
DATE: 9/16/2026

KHA PROJECT	249631001
DATE	09/16/2026
SCALE	AS SHOWN
DESIGNED BY	CER
DRAWN BY	CER
CHECKED BY	RCL

LANDSCAPE PLAN

SHOPS OF NEW SMYRNA BEACH

NEW SMYRNA BEACH FL

SHEET NUMBER
L1.1

Plotted By: Lopez, Ray Sheet Set: SHOPS OF NEW SMYRNA BEACH Layout: L1.1 September 16, 2026 06:24:00pm K:\Orl_civil\249631001-new smyrna beach sprout\CADD\CONST\plansheet\L1.0-LANDSCAPE PLAN.dwg
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Plotted By:Lopez, Ray Sheet Set:SHOPS OF NEW SMYRNA BEACH Layout:L1.2 September 16, 2026 06:24:07pm K:\orl_civil\249631001-new smyrna beach sprouts\CADD\CONSTR
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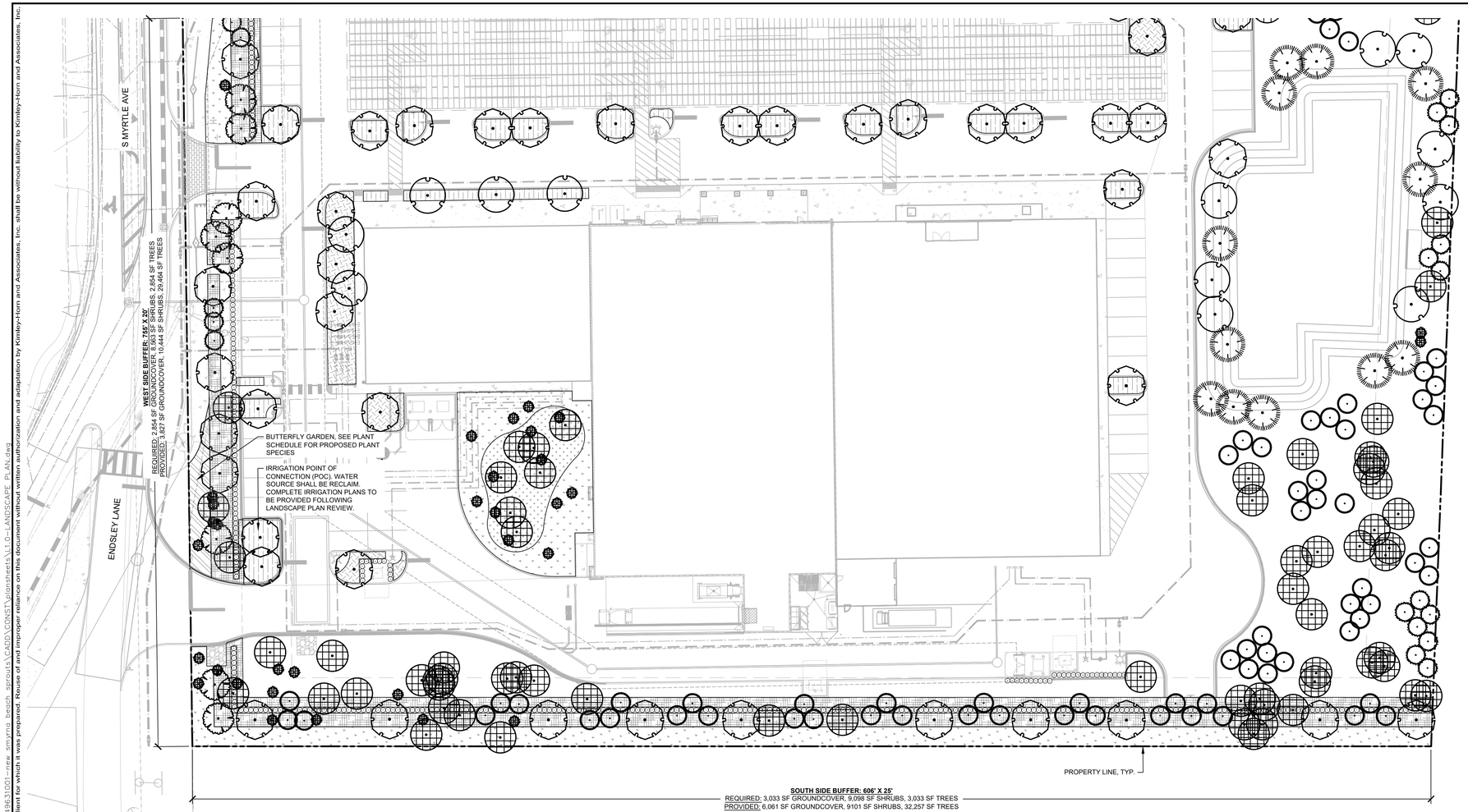

LANDSCAPE NOTES:

1. ALL LANDSCAPE MATERIAL TO BE FLORIDA GRADE #1 OR BETTER QUALITY
2. ALL LANDSCAPED AREAS ARE TO RECEIVE A MINIMUM OF 4" OF TOPSOIL.
3. ALL PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, AND FREE OF PESTS AND DISEASE.
4. ALL MATERIALS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION.
5. ALL TREES MUST BE GUYED OR STAKED AS SHOWN IN THE DETAILS.
6. ALL PLANTING AREAS SHALL BE COMPLETELY MULCHED AS SPECIFIED.
7. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR 1) TO VERIFY THE LOCATIONS OF UTILITY LINES ADJACENT TO THE WORK AREA 2) TO PROTECT ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD 3) TO REPAIR ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE CONSTRUCTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERY SCHEDULE AND PROTECTION BETWEEN DELIVERY AND PLANTING TO MAINTAIN HEALTHY PLANT CONDITIONS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FULLY MAINTAINING (INCLUDING BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZING, ETC.) ALL OF THE PLANT MATERIALS AND LAWN FOR THE WARRANTY PERIOD.
11. ANY PLANT MATERIAL WHICH IS DISEASED, DISTRESSED, DEAD, OR REJECTED (PRIOR TO SUBSTANTIAL COMPLETION) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
12. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR WARRANTY PERIOD. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS DURING THE NORMAL PLANTING SEASON.
13. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
14. ALL LANDSCAPING SHALL BE INSTALLED ACCORDING TO SOUND NURSERY PRACTICES, AND SHALL BE FLORIDA NO. 1 OR BETTER AS GIVEN IN "GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I AND II," STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE.
15. ALL INVASIVE / EXOTIC SPECIES AND PROHIBITED TREE SPECIES SHALL BE REMOVED FROM SITE, INCLUDING ROOT BALLS TO THE EXTENT POSSIBLE WITH NO DAMAGE TO ADJACENT EXISTING TREES.
16. ALL LANDSCAPE AREAS WILL BE PROVIDED WITH PERMANENT AUTOMATIC IRRIGATION SYSTEM.
17. TREE SUPPORT MATERIALS ARE TO BE REMOVED FROM EACH TREE ONCE IT IS "ESTABLISHED" (AS APPROVED BY THE LANDSCAPE ARCHITECT).
18. ALL PLANT SPECIFICATIONS IN THE PLANT SCHEDULE SHALL BE CONSIDERED THE MINIMUM ALLOWABLE SPECIFICATIONS. CONTRACTOR SHALL PROCURE PLANT MATERIALS AND UPSIZE AS NECESSARY TO MEET THE MOST STRINGENT SPECIFICATION.
19. ALL PLANTED LANDSCAPE AREAS TO HAVE 3" DEEP DESIGNER BROWN HARDWOOD MULCH TO FULLY COVER DRIP IRRIGATION & AMENDED SOILS. REPAIR AS NEEDED DURING CONSTRUCTION. SUBMIT ALTERNATIVE MULCH SPECIFICATION FOR LANDSCAPE ARCHITECT APPROVAL.

PLANT SCHEDULE

SYMBOL	CODE	COMMON NAME
TREES		
	EP	EXISTING PALM TO REMAIN
	ET	EXISTING TREE TO REMAIN
PALM TREES		
	SP	SABAL PALM
SHADE TREES		
	AF	RED MAPLE
	MB	BRACKEN`S SOUTHERN MAGNOLIA
	PD	SLASH PINE
	QV	SOUTHERN LIVE OAK
	TD	BALD CYPRESS
SHRUBS		
	VO	SWEET VIBURNUM
SHRUB AREAS		
	BG	BUTTERFLY GARDEN
	BP	BUFFER PLANTINGS
	NM	MACHO FERN
	RIA	INDIAN HAWTHORN 'ALBA'
	VOD	MRS SCHILLERS DELIGHT VIBURNUM
SOD/SEED		
	PP	PENSACOLA BAHIA GRASS

NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

CALL 2 WORKING DAYS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
811 Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

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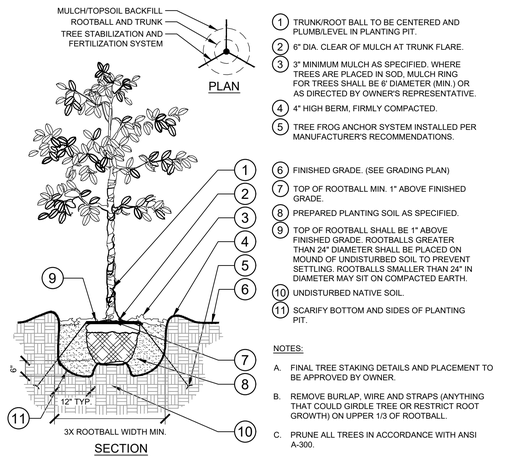


1. TRUNK/ROOT BALL TO BE CENTERED AND PLUMB/LEVEL IN PLANTING PIT.
2. 6" DIA. CLEAR OF MULCH AT TRUNK FLARE.
3. 3" MINIMUM MULCH AS SPECIFIED. WHERE TREES ARE PLACED IN SOD, MULCH RING FOR TREES SHALL BE 6' DIAMETER (MIN.) OR AS DIRECTED BY OWNER'S REPRESENTATIVE.
4. 4" HIGH BERM, FIRMLY COMPACTED.
5. TREE FROG ANCHOR SYSTEM INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
6. FINISHED GRADE. (SEE GRADING PLAN)
7. TOP OF ROOTBALL MIN. 1" ABOVE FINISHED GRADE.
8. PREPARED PLANTING SOIL AS SPECIFIED.
9. TOP OF ROOTBALL SHALL BE 1" ABOVE FINISHED GRADE. ROOTBALLS GREATER THAN 24" DIAMETER SHALL BE PLACED ON MOUND OF UNDISTURBED SOIL TO PREVENT SETTLING. ROOTBALLS SMALLER THAN 24" IN DIAMETER MAY SIT ON COMPACTED EARTH.
10. UNDISTURBED NATIVE SOIL.
11. SCARIFY BOTTOM AND SIDES OF PLANTING PIT.

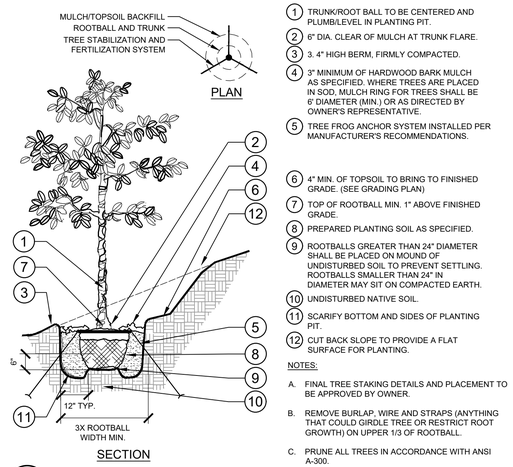
NOTES:

A. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.

B. REMOVE BURLAP, WIRE AND STRAPS (ANYTHING THAT COULD GIRDLE TREE OR RESTRICT ROOT GROWTH) ON UPPER 1/3 OF ROOTBALL.

C. PRUNE ALL TREES IN ACCORDANCE WITH ANSI A-300.

1 L1.50 TREE PLANTING
SECTION / PLAN — NTS



1. TRUNK/ROOT BALL TO BE CENTERED AND PLUMB/LEVEL IN PLANTING PIT.
2. 6" DIA. CLEAR OF MULCH AT TRUNK FLARE.
3. 3. 4" HIGH BERM, FIRMLY COMPACTED.
4. 3" MINIMUM OF HARDWOOD BARK MULCH AS SPECIFIED. WHERE TREES ARE PLACED IN SOD, MULCH RING FOR TREES SHALL BE 6' DIAMETER (MIN.) OR AS DIRECTED BY OWNER'S REPRESENTATIVE.
5. TREE FROG ANCHOR SYSTEM INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
6. 4" MIN. OF TOPSOIL TO BRING TO FINISHED GRADE. (SEE GRADING PLAN)
7. TOP OF ROOTBALL MIN. 1" ABOVE FINISHED GRADE.
8. PREPARED PLANTING SOIL AS SPECIFIED.
9. ROOTBALLS GREATER THAN 24" DIAMETER SHALL BE PLACED ON MOUND OF UNDISTURBED SOIL TO PREVENT SETTLING. ROOTBALLS SMALLER THAN 24" IN DIAMETER MAY SIT ON COMPACTED EARTH.
10. UNDISTURBED NATIVE SOIL.
11. SCARIFY BOTTOM AND SIDES OF PLANTING PIT.
12. CUT BACK SLOPE TO PROVIDE A FLAT SURFACE FOR PLANTING.

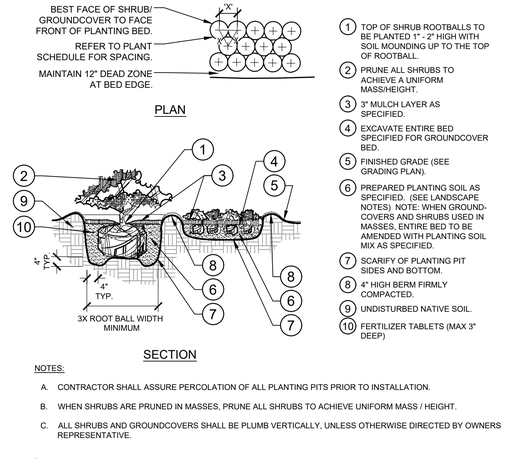
NOTES:

A. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.

B. REMOVE BURLAP, WIRE AND STRAPS (ANYTHING THAT COULD GIRDLE TREE OR RESTRICT ROOT GROWTH) ON UPPER 1/3 OF ROOTBALL.

C. PRUNE ALL TREES IN ACCORDANCE WITH ANSI A-300.

2 L1.50 TREE PLANTING ON A SLOPE
SECTION / PLAN — NTS



1. TOP OF SHRUB ROOTBALLS TO BE PLANTED 1" - 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOTBALL.
2. PRUNE ALL SHRUBS TO ACHIEVE A UNIFORM MASS/HEIGHT.
3. 3" MULCH LAYER AS SPECIFIED.
4. EXCAVATE ENTIRE BED SPECIFIED FOR GROUNDCOVER BED.
5. FINISHED GRADE (SEE GRADING PLAN).
6. PREPARED PLANTING SOIL AS SPECIFIED. (SEE LANDSCAPE NOTES) NOTE: WHEN GROUND-COVERS AND SHRUBS USED IN MASSES, ENTIRE BED TO BE AMENDED WITH PLANTING SOIL MIX AS SPECIFIED.
7. SCARIFY OF PLANTING PIT SIDES AND BOTTOM.
8. 4" HIGH BERM FIRMLY COMPACTED.
9. UNDISTURBED NATIVE SOIL.
10. FERTILIZER TABLETS (MAX 3" DEEP)

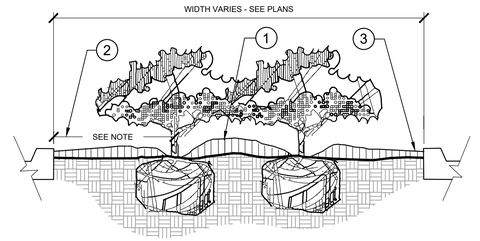
NOTES:

A. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.

B. WHEN SHRUBS ARE PRUNED IN MASSES, PRUNE ALL SHRUBS TO ACHIEVE UNIFORM MASS / HEIGHT.

C. ALL SHRUBS AND GROUNDCOVERS SHALL BE PLUMB VERTICALLY, UNLESS OTHERWISE DIRECTED BY OWNERS REPRESENTATIVE.

3 L1.50 SHRUB/GROUNDCOVER PLANTING
SECTION / PLAN — NTS



1. CROWN ISLANDS @ 5:1 SLOPES (OR AS SPECIFIED ON THE LANDSCAPE PLANS).
2. CLEAR ZONE: 36" MIN. FROM BACK OF CURB TO CENTER OF NEAREST SHRUB. CLEAR ZONE SHALL CONTAIN 3" CONTINUOUS MULCH OR TURF, SEE PLANS.
3. 2" MIN VERTICAL CLEARANCE, TOP OF CURB TO TOP OF MULCH.

NOTES:

A. EXCAVATE A CONTINUOUS 24" DEEP PIT (FROM TOP OF CURB) FOR ENTIRE LENGTH AND WIDTH OF ISLAND & BACKFILL WITH APPROVED PLANTING MIX.

B. PROTECT AND RETAIN ALL CURBS AND BASE. COMPACTED SUBGRADE TO REMAIN FOR STRUCTURAL SUPPORT OF CURB SYSTEM (TYP).

C. ALL ISLANDS SHALL UTILIZE POOR DRAINAGE DETAIL WHEN PERCOLATION RATES ARE 2" PER HOUR OR LESS.

4 L1.50 PLANTED PARKING LOT ISLANDS/MEDIANS
SECTION — NTS

1. TOP OF SHRUB ROOTBALLS TO BE PLANTED 1" - 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOTBALL.
2. PRUNE SHRUBS AS DIRECTED BY OWNER'S REPRESENTATIVE.
3. 3" MINIMUM OF MULCH AS SPECIFIED. WHERE SHRUBS ARE PLACED IN MASSES, MULCH SHALL BE SPREAD IN A CONTINUOUS BED.
4. SOIL BERM TO HOLD WATER. TOP OF PLANTING PIT 'BERM' TO BE LEVEL ACROSS PIT. SLOPE DOWNHILL PORTION OF BERM AS REQUIRED TO MEET EXISTING GRADE. MULCH OVER EXPOSED TOPSOIL.
5. FINISHED GRADE (SEE GRADING PLAN)
6. PREPARED PLANTING SOIL AS SPECIFIED. (SEE LANDSCAPE NOTES).
7. SCARIFY SIDES AND BOTTOM OF PLANTING PIT.
8. FERTILIZER TABLETS (MAX 3" DEEP).
9. UNDISTURBED NATIVE SOIL

NOTES:

A. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.

B. WHEN SHRUBS ARE PRUNED IN MASSES, PRUNE ALL SHRUBS TO ACHIEVE UNIFORM MASS / HEIGHT.

C. ALL SHRUBS AND GROUNDCOVERS SHALL BE PLUMB VERTICALLY, UNLESS OTHERWISE DIRECTED BY OWNERS REPRESENTATIVE.

5 L1.50 SHRUB/GROUNDCOVER PLANTING ON A SLOPE
SECTION — NTS

NOTES:

1. CLEAR ZONE: 36" MIN. FROM BUILDING TO CENTER OF NEAREST SHRUB.
2. INSTALL SPECIFIED MULCH: 24" MIN. FROM BUILDING. SPECIFIED MULCH TO BE INSTALLED AT A DEPTH OF 3" (MIN.)

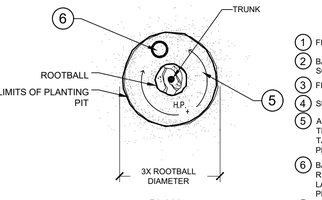
6 L1.50 PLANTINGS ADJACENT TO BUILDINGS
SECTION — NTS

1. INSTALL CONTINUOUS MULCH BED ADJACENT TO PARKING SPACES AS SHOWN. MULCH SHALL BE MIN. 3" DEEP. NO POP-UP IRRIGATION HEADS SHALL BE LOCATED WITHIN 24" OF A PARKING SPACE ON ANY SIDE.
2. CURB / PARKING LOT EDGE.

7 L1.50 PARKING SPACE/CURB PLANTING
SECTION — NTS

1. FIRE HYDRANT.
2. NO PLANT EXCEEDING 12" MATURE HEIGHT MATERIAL SHALL BE PLACED WITHIN SHOWN RADIUS OF ALL PROPOSED OR EXISTING FIRE HYDRANTS. CONTRACTOR SHALL ADJUST PLANT MATERIAL SO THAT NO CONFLICTS WITH FIRE HYDRANTS OCCUR ON SITE.
3. FRONT OF HYDRANT (TOWARD CURB)

8 L1.50 SHRUB PLANTING AT FIRE HYDRANT
SECTION / PLAN — NTS



1. FINISH GRADE (SEE GRADING PLANS).
2. BACKFILL WITH PREPARED PLANTING SOIL MIX AS SPECIFIED.
3. FILTER CLOTH, MIRAFI 500X OR BETTER.
4. SLOPE BOTTOM TO DRAIN.
5. AUGURED HOLE Ø ±18" PENETRATE THROUGH OCCLUDING LAYER TO WATER TABLE OR TO A DEPTH OF 7' TO ASSURE PROPER PERCOLATION.
6. BACKFILL WITH 1/2" - 3/4" GRAVEL TO REQUIRED DEPTH THROUGH OCCLUDING LAYER TO ASSURE PROPER PERCOLATION.
7. WATER TABLE. (DEPTH VARIES)
8. UNDISTURBED NATIVE SOIL.
9. SET ROOTBALL ON UNDISTURBED STABLE SUBSOIL SO THAT TOP OF ROOT BALL IS 1" ABOVE FINISHED GRADE.

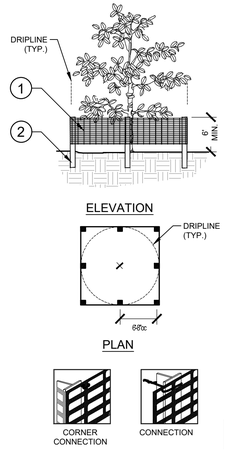
NOTES:

A. THIS DETAIL SHALL BE IMPLEMENTED WHERE PERCOLATION RATES ARE 2" PER HOUR OR LESS.

B. CONTRACTOR TO PERFORM PERCOLATION TEST AS REQUIRED. AND NOTIFY OWNER/LANDSCAPE ARCHITECT.

C. SEE TYPICAL TREE PLANTING DETAIL THIS SHEET FOR PLANT STAKING.

9 L1.50 POOR DRAINAGE CONDITION
SECTION / PLAN — NTS



1. 6'H "PERIMETER PLUS" CONSTRUCTION FENCE BY CONWED PLASTICS OR OWNER'S REPRESENTATIVE APPROVED EQUAL. SUBMIT PRODUCT INFORMATION FOR APPROVAL PRIOR TO INSTALLATION.
2. 8' TALL METAL "T" POSTS ON 2" x 2" X 8' PRESSURE TREATED WOOD POSTS WITH 24" BURIAL BELOW GRADE.

INSTALLATION NOTES:

A. POST SELECTION SHOULD BE BASED ON EXPECTED STRENGTH NEEDS AND THE LENGTH OF TIME FENCE WILL BE IN PLACE. FLEXIBLE FIBERGLASS ROD POSTS ARE RECOMMENDED FOR PARKS, ATHLETIC EVENTS AND CROWD CONTROL INSTALLATIONS. METAL "T" POSTS OR TREATED WOOD POSTS ARE TYPICALLY USED FOR CONSTRUCTION AND OTHER APPLICATIONS.

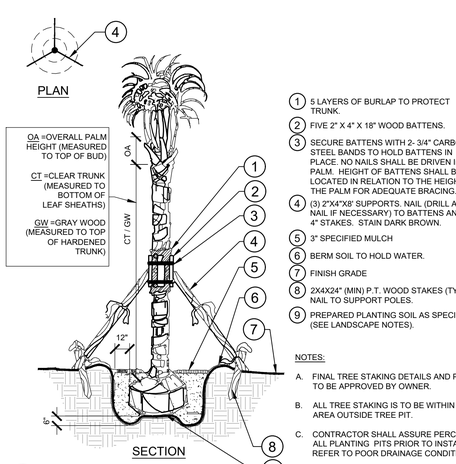
B. POSTS SHOULD BE DRIVEN INTO THE GROUND TO A DEPTH OF 1/3 OF THE HEIGHT OF THE POST. FOR EXAMPLE, A 6' POST SHOULD BE SET AT LEAST 2' INTO THE GROUND.

C. SPACE POSTS EVERY 6' (MIN.) TO 8' (MAX.).

D. SECURE FENCING TO POST WITH NYLON CABLE TIES (AVAILABLE FROM CONWED PLASTICS). WOOD STRIPS MAY BE ALSO BE USED TO PROVIDE ADDITIONAL SUPPORT AND PROTECTION BETWEEN TIES AND POSTS.

NOTE: IF WIRE TIES ARE USED, AVOID DIRECT CONTACT WITH FENCE. WIRE MAY DAMAGE FENCE OVER TIME.

10 L1.50 TREE PROTECTION FENCING
ELEVATION / PLAN — NTS



1. 5 LAYERS OF BURLAP TO PROTECT TRUNK.
2. FIVE 2" X 4" X 18" WOOD BATTENS.
3. SECURE BATTENS WITH 2- 3/4" CARBON STEEL BANDS TO HOLD BATTENS IN PLACE. NO NAILS SHALL BE DRIVEN INTO PALM. HEIGHT OF BATTENS SHALL BE LOCATED IN RELATION TO THE HEIGHT OF THE PALM FOR ADEQUATE BRACING.
4. (3) 2"X4"X8' SUPPORTS. NAIL (DRILL AN NAIL IF NECESSARY) TO BATTENS AND 2" 4" STAKES. STAIN DARK BROWN.
5. 3" SPECIFIED MULCH
6. BERM SOIL TO HOLD WATER.
7. FINISH GRADE
8. 2X4X24" (MIN) P.T. WOOD STAKES (TYP.) NAIL TO SUPPORT POLES.
9. PREPARED PLANTING SOIL AS SPECIFIED. (SEE LANDSCAPE NOTES).

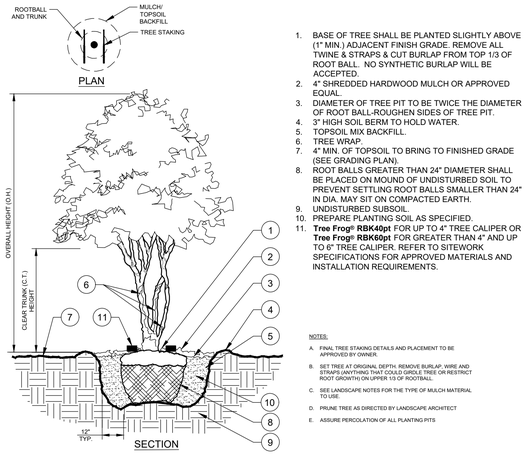
NOTES:

A. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.

B. ALL TREE STAKING IS TO BE WITHIN MULCH BED AREA OUTSIDE TREE PIT.

C. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION - REFER TO POOR DRAINAGE CONDITION DETAIL.

11 L1.50 PALM PLANTING
SECTION / PLAN — NTS



1. BASE OF TREE SHALL BE PLANTED SLIGHTLY ABOVE (1" MIN.) ADJACENT FINISH GRADE. REMOVE ALL TWINE & STRAPS & CUT BURLAP FROM TOP 1/3 OF ROOT BALL. NO SYNTHETIC BURLAP WILL BE ACCEPTED.
2. 4" SHREDDED HARDWOOD MULCH OR APPROVED EQUAL.
3. DIAMETER OF TREE PIT TO BE TWICE THE DIAMETER OF ROOT BALL-ROUGHEN SIDES OF TREE PIT.
4. 3" HIGH SOIL BERM TO HOLD WATER.
5. TOPSOIL MIX BACKFILL.
6. TREE WRAP.
7. 4" MIN. OF TOPSOIL TO BRING TO FINISHED GRADE (SEE GRADING PLAN).
8. ROOT BALLS GREATER THAN 24" DIAMETER SHALL BE PLACED ON MOUND OF UNDISTURBED SOIL TO PREVENT SETTLING ROOT BALLS SMALLER THAN 24" IN DIA. MAY SIT ON COMPACTED EARTH.
9. UNDISTURBED SUBSOIL.
10. PREPARE PLANTING SOIL AS SPECIFIED.
11. **Tree Frog® RBK40pt** FOR UP TO 4" TREE CALIPER OR **Tree Frog® RBK60pt** FOR GREATER THAN 4" AND UP TO 6" TREE CALIPER. REFER TO SITEWORK SPECIFICATIONS FOR APPROVED MATERIALS AND INSTALLATION REQUIREMENTS.

NOTES:

A. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.

B. SET TREE AT ORIGINAL DEPTH. REMOVE BURLAP, WIRE AND STRAPS (ANYTHING THAT COULD GIRDLE TREE OR RESTRICT ROOT GROWTH) ON UPPER 1/3 OF ROOTBALL.

C. SEE LANDSCAPE NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.

D. PRUNE TREE AS DIRECTED BY LANDSCAPE ARCHITECT

E. ASSURE PERCOLATION OF ALL PLANTING PITS

12 L1.50 MULTI-TRUNK TREE PLANTING
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LANDSCAPE DETAILS

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GENERAL LANDSCAPE SPECIFICATIONS AND NOTES

A. SCOPE OF WORK

1. THE WORK CONSISTS OF: FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS SPECIFIED HEREIN.

2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL CONTRACT PLANTING AREAS UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER.

B. PROTECTION OF EXISTING STRUCTURES

1. ALL EXISTING BUILDINGS, WALKS, WALLS, PAVING, PIPING, OTHER SITE CONSTRUCTION ITEMS, AND PLANTING ALREADY COMPLETED OR ESTABLISHED AND DESIGNATED TO REMAIN SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER, AT NO COST TO THE OWNER.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL NECESSARY BMP DEVICES ACCORDING TO ALL REGULATORY AGENCY'S STANDARDS THROUGH THE DURATION OF ALL CONSTRUCTION ACTIVITIES.

3. THE CONTRACTOR SHALL SUBMIT A DETAILED PROJECT SPECIFIC WORK ZONE TRAFFIC CONTROL PLAN UNLESS THE WORK REQUIRES NOTHING MORE THAN A DIRECT APPLICATION OF FDOT DESIGN STANDARDS, INDEX 600. IF A DIRECT APPLICATION OF INDEX 600 IS PROPOSED, THE CONTRACTOR SHALL SUBMIT IN WRITING A STATEMENT INDICATING THE STANDARD INDEX AND PAGE NUMBER NO LESS THAN 10 BUSINESS DAYS PRIOR TO START OF CONSTRUCTION. WHEN A DIRECT APPLICATION OF FDOT STANDARD INDEX 600 IS NOT ACCEPTABLE A PROJECT SPECIFIC WORK ZONE TRAFFIC CONTROL PLAN SHALL BE PREPARED BY A FLORIDA PROFESSIONAL ENGINEER WHO HAS SUCCESSFULLY COMPLETED ADVANCED TRAINING IN MAINTENANCE OF TRAFFIC, AS DEFINED BY FDOT FOR APPROVAL BY THE COUNTY ENGINEER'S REPRESENTATIVE.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, WHETHER PUBLIC OR PRIVATE, PRIOR TO EXCAVATION. THE INFORMATION AND DATA SHOWN WITH RESPECT TO EXISTING UNDERGROUND FACILITIES AT OR CONTIGUOUS TO THE SITE IS APPROXIMATE AND BASED ON INFORMATION FURNISHED BY THE OWNER OF SUCH UNDERGROUND FACILITIES OR ON PHYSICAL APPURTENANCES OBSERVED IN THE FIELD. THE OWNER AND DESIGN PROFESSIONAL SHALL NOT BE RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF ANY SUCH INFORMATION OR DATA. THE CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR; REVIEWING AND CHECKING ALL SUCH INFORMATION AND DATA; LOCATING ALL UNDERGROUND FACILITIES DURING CONSTRUCTION; THE SAFETY AND PROTECTION THEREOF; REPAIRING ANY DAMAGE THERETO RESULTING FROM THE WORK. THE COST OF ALL WILL BE CONSIDERED AS HAVING BEEN INCLUDED IN THE CONTRACT PRICE. THE CONTRACTOR SHALL NOTIFY ANY AFFECTED UTILITY COMPANIES OR AGENCIES IN WRITING AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.

C. PROTECTION OF EXISTING PLANT MATERIALS

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS EXISTING OR OTHERWISE, CAUSED BY CARELESS EQUIPMENT OPERATION, MATERIAL STOCKPILING, ETC.. THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIP-LINE AND SPILLING OIL, GASOLINE, OR OTHER DELETERIOUS MATERIALS WITHIN THE DRIP-LINE. NO MATERIALS SHALL BE BURNED ON SITE. EXISTING TREES KILLED OR DAMAGED SO THAT THEY ARE MISSHAPEN AND/OR UNSIGHTLY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR OF THREE HUNDRED DOLLARS ($300) PER CALIPER INCH ON AN ESCALATING SCALE WHICH ADDS AN ADDITIONAL TWENTY (20) PERCENT PER INCH OVER FOUR (4) INCHES CALIPER AS FIXED AND AGREED LIQUIDATED DAMAGES. CALIPER SHALL BE MEASURED SIX (6) INCHES ABOVE GROUND LEVEL FOR TREES UP TO AND INCLUDING FOUR (4) INCHES IN CALIPER AND TWELVE (12) INCHES ABOVE GROUND LEVEL FOR TREES OVER FOUR (4) INCHES IN CALIPER.

2. SEE TREE MITIGATION PLAN AND NOTES, IF APPLICABLE.

D. MATERIALS

1. GENERAL

MATERIAL SAMPLES LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL, ON SITE OR AS DETERMINED BY THE OWNER. UPON APPROVAL, DELIVERY OF MATERIALS MAY COMMENCE.

MATERIAL	SAMPLE SIZE
MULCH	ONE (1) CUBIC FOOT
TOPSOIL MIX	ONE (1) CUBIC FOOT
PLANTS	ONE (1) OF EACH VARIETY (OR TAGGED IN NURSERY)

2. PLANT MATERIALS

a. PLANT SPECIES AND SIZE SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS, LATEST EDITION, PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. ALL PLANTS SHALL BE FLORIDA GRADE NO. 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. ALL PLANTS SHALL BE HEALTHY, VIGOROUS, SOUND, WELL-BRANCHED, AND FREE OF DISEASE AND INSECTS, INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER. WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY WITH APPROVAL FROM OWNER OR OWNER'S REPRESENTATIVE. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN PERMISSION FROM THE OWNER'S REPRESENTATIVE.

b. MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE GROUND OR ACROSS THE NORMAL SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.

c. INSPECTION: PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER. FOR QUALITY, SIZE, AND VARIETY. SUCH APPROVAL SHALL NOT IMPAIR THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF ROOT BALLS OR ROOTS, LATENT DEFECTS OR INJURIES. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.

E. SOIL MIXTURE (PLANTING MEDIUM, PLANTING MIX, TOPSOIL MIX)

1. CONTRACTOR SHALL TEST EXISTING SOIL AND AMEND AS NECESSARY IN ACCORDANCE WITH THE GUIDELINES BELOW:

2. SOIL MIXTURE (PLANTING MEDIUM FOR PLANT PITS) SHALL CONSIST OF TWO PARTS OF TOPSOIL AND ONE PART SAND, AS DESCRIBED BELOW. CONTRACTOR TO SUBMIT SAMPLES AND PH TESTING RESULTS OF SOIL MIXTURE FOR OWNER'S REPRESENTATIVE APPROVAL PRIOR TO PLANT INSTALLATION OPERATIONS COMMENCE.

a. TOPSOIL FOR USE IN PREPARING SOIL MIXTURE FOR BACKFILLING PLANT PITS SHALL BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER; REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH WEEDS AND OTHER LITTER; FREE OF ROOTS, STUMPS, STONES LARGER THAN 2" IN ANY DIRECTION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH. IT SHALL CONTAIN THREE (3) TO FIVE (5) PERCENT DECOMPOSED ORGANIC MATTER AND HAVE A PH BETWEEN 5.5 AND 7.0.

b. SAND SHALL BE COARSE, CLEAN, WELL-DRAINING, NATIVE SAND.

c. SOIL AMENDMENT (IF NEEDED PER SOIL TESTING) THE CONTRACTOR SHALL FURNISH AND INSTALL A 3" LAYER OF AMENDED PLANTING SOIL IN ALL PLANTING BEDS, EXCLUDING SOD AREAS. THE AMENDED PLANTING SOIL SHALL BE COMPOSED OF 35% FERTICOMP 20% FLORIDA PEAT 45% SANDY LOAM. THE AMENDED PLANTING SOIL SHALL BE MIXED INTO THE BEDS UPON PLANTING.

2. TREES SHALL BE PLANTED IN THE EXISTING NATIVE SOIL ON SITE, UNLESS DETERMINED TO BE UNSUITABLE - AT WHICH POINT THE CONTRACTOR SHALL CONTACT OWNER'S REPRESENTATIVE TO DISCUSS ALTERNATE RECOMMENDATION PRIOR TO PLANTING (SUBMIT SOIL TESTING RESULTS AFTER INCORPORATING AMENDMENTS TO DEMNSTRATE COMPLIANCE WITH SOIL QUALITY REQUIREMENTS .

F. WATER

1. WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN ADEQUATE PLANT GROWTH AND SHALL NOT CONTAIN HARMFUL, NATURAL OR MAN-MADE ELEMENTS DETRIMENTAL TO PLANTS. WATER MEETING THE ABOVE STANDARD SHALL BE OBTAINED ON THE SITE FROM THE OWNER, IF AVAILABLE, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY HIS TANKS, HOSES, SPRINKLERS, ETC.... IF SUCH WATER IS NOT AVAILABLE AT THE SITE, THE CONTRACTOR SHALL PROVIDE SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER.

* WATERING/IRRIGATION RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

G. FERTILIZER

CONTRACTOR SHALL PROVIDE FERTILIZER APPLICATION SCHEDULE TO OWNER, AS APPLICABLE TO SOIL TYPE, PLANT INSTALLATION TYPE, AND SITE'S PROPOSED USE. SUGGESTED FERTILIZER TYPES SHALL BE ORGANIC OR OTHERWISE NATURALLY-DERIVED.

* FERTILIZER RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

H. MULCH

1. MULCH MATERIAL SHALL BE MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT, AND APPLIED AT A DEPTH OF THREE (3) INCHES. CLEAR MULCH FROM EACH PLANT'S CROWN (BASE). MULCH SHALL BE "FLORIMULCH," EUCALYPTUS MULCH, OR SIMILAR SUSTAINABLY HARVESTED MULCH UNLESS SPECIFIED OTHERWISE.

2. PROVIDE A THREE (3) INCH MINIMUM LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUND COVER, VINE BED, AND TREE PIT (6' MINIMUM) PLANTED UNDER THIS CONTRACT.

I. DIGGING AND HANDLING

1. PROTECT ROOTS OR ROOT BALLS OF PLANTS AT ALL TIMES FROM SUN, DRYING WINDS, WATER AND FREEZING, AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT DAMAGE DURING TRANSIT. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO THE SITE SHALL BE SPRAYED WITH AN ANTITRANSPIRANT PRODUCT ("WILTPRUF" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.

2. BALLED AND BURLAPPED (B&B), AND FIELD GROWN (FG) PLANTS SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL OF SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS. NO PLANTS MOVED WITH A ROOT BALL SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS SHALL NOT BE HANDLED BY STEMS.

3. PLANTS MARKED "BR" IN THE PLANT LIST SHALL BE DUG WITH BARE ROOTS. CARE SHALL BE EXERCISED THAT THE ROOTS DO NOT DRY OUT DURING TRANSPORTATION AND PRIOR TO PLANTING.

4. PROTECTION OF PALMS: ONLY A MINIMUM OF FRONDS SHALL BE REMOVED FROM THE CROWN OF THE PALM TREES TO FACILITATE MOVING AND HANDLING. CLEAR TRUNK (CT) SHALL BE AS SPECIFIED AFTER THE MINIMUM OF FRONDS HAVE BEEN REMOVED. ALL PALMS SHALL BE BRACED PER PALM PLANTING DETAIL.

5. EXCAVATION OF TREE PITS SHALL BE PERFORMED USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES OR HARDSCAPE ELEMENTS, FOOTERS AND PREPARED SUB-BASES.

J. CONTAINER GROWN STOCK

1. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION.

2. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER. CONTAINER GROWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS.

3. ROOT BOUND PLANTS ARE NOT ACCEPTABLE AND WILL BE REJECTED.

4. RPG= "ROOTS PLUS GROWER" CONTAINER PRODUCTS SHALL BE USED WHERE SPECIFIED.

K. COLLECTED STOCK

WHEN THE USE OF COLLECTED STOCK IS PERMITTED AS INDICATED BY THE OWNER OR OWNER'S REPRESENTATIVE, THE MINIMUM SIZES OF ROOTBALLS SHALL BE EQUAL TO THAT SPECIFIED FOR THE NEXT LARGER SIZE OF NURSERY GROWN STOCK OF THE SAME VARIETY.

L. NATIVE STOCK

PLANTS COLLECTED FROM WILD OR NATIVE STANDS SHALL BE CONSIDERED NURSERY GROWN WHEN THEY HAVE BEEN SUCCESSFULLY RE-ESTABLISHED IN A NURSERY ROW AND GROWN UNDER REGULAR NURSERY CULTURAL PRACTICES FOR A MINIMUM OF TWO (2) GROWING SEASONS AND HAVE ATTAINED ADEQUATE ROOT AND TOP GROWTH TO INDICATE FULL RECOVERY FROM TRANSPLANTING INTO THE NURSERY ROW.

M. MATERIALS LIST

QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED BY THE CONTRACTOR. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT OR OWNER ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. SHOULD A DISCREPANCY OCCUR BETWEEN THE PLANS AND THE PLANT LIST QUANTITY, THE OWNER'S REPRESENTATIVE SHALL BE NOTIFIED FOR CLARIFICATION PRIOR TO BIDDING OR INSTALLATION. ALL DIMENSIONS AND/OR SIZES SPECIFIED SHALL BE THE MINIMUM ACCEPTABLE SIZE.

N. FINE GRADING

1. FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN ROUGH GRADED BY OTHERS. BERMING AS SHOWN ON THE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, UNLESS OTHERWISE NOTED.

2. THE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINAL FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH. CONTRACTOR SHALL FINE GRADE BY HAND AND/OR WITH ALL EQUIPMENT NECESSARY INCLUDING A GRADING TRACTOR WITH FRONT-END LOADER FOR TRANSPORTING SOIL WITHIN THE SITE.

3. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED FOR POSITIVE DRAINAGE TO SURFACE/SUBSURFACE STORM DRAIN SYSTEMS. AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS. REFER TO CIVIL ENGINEER'S PLANS FOR FINAL GRADES, IF APPLICABLE.

O. PLANTING PROCEDURES

1. CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER DAILY. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE REMOVED FROM THE SURFACE OF ALL PLANT BEDS. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY ADVERSELY AFFECT THE PLANT GROWTH, HE SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. FAILURE TO DO SO BEFORE PLANTING SHALL MAKE THE CORRECTIVE MEASURES THE RESPONSIBILITY OF THE CONTRACTOR.

2. VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES, INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SANITARY SEWER, STORMWATER SYSTEMS, CABLE, AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES. CALL SUNSHINE STATE ONE CALL OF FLORIDA, INC. (811) TO LOCATE UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.

3. SUBGRADE EXCAVATION: CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMEROCK AND LIMEROCK SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO A MINIMUM DEPTH OF 36" OR TO NATIVE SOIL. CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ON-SITE SOURCE OR AN IMPORTED SOURCE. IF LIMEROCK OR OTHER ADVERSE CONDITIONS OCCUR IN PLANTED AREAS AFTER 36" DEEP EXCAVATION BY THE CONTRACTOR, AND POSITIVE DRAINAGE CAN NOT BE ACHIEVED, CONTRACTOR SHALL UTILIZE POOR DRAINAGE CONDITION PLANTING DETAIL.

4. FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS SPECIFIED HEREIN. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE.

5. COMPLY WITH APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. UPON ARRIVAL AT THE SITE, PLANTS SHALL BE THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS STORED ONSITE SHALL NOT REMAIN UNPLANTED OR APPROPRIATELY HEALED IN FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES WORKMANLIKE METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.

6. THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE PLANTING WITH IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION APPURTENANCES AND PLANTS.

7. ALL PLANTING PITS SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD FOR NURSERY STOCK 260.1, UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACK FILLED WITH THE PREPARED PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E. TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER DRAINAGE. IF POOR DRAINAGE EXISTS, UTILIZE "POOR DRAINAGE CONDITION" PLANTING DETAIL. TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURES AND UNDER THE SUPERVISION OF A QUALIFIED LANDSCAPE FOREMAN. PROPER "JETTING IN" SHALL BE ASSURED TO ELIMINATE AIR POCKETS AROUND THE ROOTS. "JET STICK" OR EQUAL IS RECOMMENDED.

8. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS AND BUILDING STRUCTURES WHILE INSTALLING TREES.

9. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION E OF THESE SPECIFICATIONS.

10. TREES AND SHRUBS SHALL BE SET STRAIGHT AT AN ELEVATION THAT, AFTER SETTLEMENT, THE PLANT CROWN WILL STAND ONE (1) TO TWO (2) INCHES ABOVE GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PIT. PLANTING SOIL MIXTURE SHALL BE BACK FILLED, THOROUGHLY TAMPED AROUND THE BALL, AND SETTLED BY WATER (AFTER TAMPING).

11. AMEND PINE AND OAK PLANT PITS WITH ECTOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. ALL OTHER PLANT PITS SHALL BE AMENDED WITH ENDOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. PROVIDE PRODUCT INFORMATION SUBMITTAL PRIOR TO INOCULATION.

12. FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES, STIRRING IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET, ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE. ALL BURLAP, ROPE, WIRES, BASKETS, ETC.,, SHALL BE REMOVED FROM THE SIDES AND TOPS OF BALLS, BUT NO BURLAP SHALL BE PULLED FROM UNDERNEATH.

13. TREES SHALL BE PRUNED, AT THE DIRECTION OF THE OWNER OR OWNER'S REPRESENTATIVE, TO PRESERVE THE NATURAL CHARACTER OF THE PLANT. ALL SOFT WOOD OR SUCKER GROWTH AND ALL BROKEN OR BADLY DAMAGED BRANCHES SHALL BE REMOVED WITH A CLEAN CUT. ALL PRUNING TO BE PERFORMED BY CERTIFIED ARBORIST, IN ACCORDANCE WITH ANSI A-300.

14. SHRUBS AND GROUND COVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED ON THE PLANT LIST. MATERIALS INSTALLED SHALL MEET MINIMUM SPECIMEN REQUIREMENTS OR QUANTITIES SHOW ON PLANS, WHICHEVER IS GREATER. CULTIVATE ALL PLANTING AREAS TO A MINIMUM DEPTH OF 6", REMOVE AND DISPOSE ALL DEBRIS. MIX TOP 4" THE PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.

15. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO INSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. IF THE CONTRACTOR AND OWNER DECIDE TO WAIVE THE TREE GUYING AND BRACING, THE OWNER SHALL NOTIFY THE PROJECT LANDSCAPE ARCHITECT IN WRITING AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE PROJECT LANDSCAPE ARCHITECT IN THE EVENT UNSUPPORTED TREES PLANTED UNDER THIS CONTRACT FALL AND DAMAGE PERSON OR PROPERTY.

16. ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER, "ROUND-UP" SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S PRECAUTIONS AND SPECIFICATIONS. PRIOR TO FINAL INSPECTION, TREAT ALL PLANTING BEDS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER. (AS ALLOWED BY JURISDICTIONAL AUTHORITY)

P. LAWN SODDING

1. THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING COMPLETE, IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A TURF GRASS LAWN ACCEPTABLE TO THE OWNER.

2. ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND DEBRIS BY MEANS OF A SOD CUTTER TO A DEPTH OF THREE (3) INCHES, AND THE GROUND BROUGHT TO AN EVEN GRADE. THE ENTIRE SURFACE SHALL BE ROLLED WITH A ROLLER WEIGHING NOT MORE THAN ONE-HUNDRED (100) POUNDS PER FOOT OF WIDTH. DURING THE ROLLING, ALL DEPRESSIONS CAUSED BY SETTLEMENT SHALL BE FILLED WITH ADDITIONAL SOIL, AND THE SURFACE SHALL BE REGRADED AND ROLLED UNTIL PRESENTING A SMOOTH AND EVEN FINISH TO THE REQUIRED GRADE.

3. PREPARE LOOSE BED FOUR (4) INCHES DEEP. HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA THOROUGHLY.

4. SODDING

a. THE CONTRACTOR SHALL SOD ALL AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS, UNLESS SPECIFICALLY NOTED OTHERWISE.

b. THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETAL TYPE, AND FREE FROM WEEDS, FUNGUS, INSECTS AND DISEASE OF ANY KIND.

c. SOD PANELS SHALL BE LAID TIGHTLY TOGETHER SO AS TO MAKE A SOLID SODDED LAWN AREA. SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS. ADJACENT TO BUILDINGS, A 24 INCH STONE MULCH STRIP SHALL BE PROVIDED. IMMEDIATELY FOLLOWING SOD LAYING, THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED. IF, IN THE OPINION OF THE OWNER, TOP-DRESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND, AS APPROVED BY THE OWNER'S REPRESENTATIVE, SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN. FERTILIZE INSTALLED SOD AS ALLOWED BY PROPERTY'S JURISDICTIONAL AUTHORITY.

5. DURING DELIVERY, PRIOR TO, AND DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOD SHALL BE STACKED SO AS NOT TO BE DAMAGED BY SWEATING OR EXCESSIVE HEAT AND MOISTURE.

6. LAWN MAINTENANCE

a. WITHIN THE CONTRACT LIMITS, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS (LARGER THAN 12"X12") UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. REPAIRED SODDING SHALL BE ACCOMPLISHED AS IN THE ORIGINAL WORK (INCLUDING REGRADING IF NECESSARY).

b. CONTRACTOR RESPONSIBLE FOR ESTABLISHING AND MAINTAINING SOD/LAWN UNTIL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. PRIOR TO AND UPON ACCEPTANCE, CONTRACTOR TO PROVIDE WATERING/IRRIGATION SCHEDULE TO OWNER. OBSERVE ALL APPLICABLE WATERING RESTRICTIONS AS SET FORTH BY THE PROPERTY'S JURISDICTIONAL AUTHORITY.

Q. CLEANUP

UPON COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS RESULTING FROM HIS WORK. ALL PAVED AREAS SHALL BE CLEANED AND THE SITE LEFT IN A NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER'S REPRESENTATIVE.

R. PLANT MATERIAL MAINTENANCE

ALL PLANTS AND PLANTING INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING OR REPAIRING GUY SUPPORTS) NECESSARY TO INSURE A HEALTHY PLANT CONDITION BY THE CONTRACTOR UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE.

S. FINAL INSPECTION AND ACCEPTANCE OF WORK

FINAL INSPECTION AT THE END OF THE WARRANTY PERIOD SHALL BE ON PLANTING, CONSTRUCTION AND ALL OTHER INCIDENTAL WORK PERTAINING TO THIS CONTRACT. ANY REPLACEMENT AT THIS TIME SHALL BE SUBJECT TO THE SAME ONE (1) YEAR WARRANTY (OR AS SPECIFIED BY THE LANDSCAPE ARCHITECT OR OWNER IN WRITING) BEGINNING WITH THE TIME OF REPLACEMENT AND ENDING WITH THE SAME INSPECTION AND ACCEPTANCE HEREIN DESCRIBED.

T. WARRANTY

1. THE LIFE AND SATISFACTORY CONDITION OF ALL PLANT MATERIAL INSTALLED (INCLUDING SOD) BY THE LANDSCAPE CONTRACTOR SHALL BE WARRANTED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE.

2. ANY PLANT NOT FOUND IN A HEALTHY GROWING CONDITION AT THE END OF THE WARRANTY PERIOD SHALL BE REMOVED FROM THE SITE AND REPLACED AS SOON AS WEATHER CONDITIONS PERMIT. ALL REPLACEMENTS SHALL BE PLANTS OF THE SAME KIND AND SIZE AS SPECIFIED IN THE

New Smyrna Beach Sprouts

Traffic Impact Analysis

City of New Smyrna Beach, FL

June 2026

Revised August 2026

Kimley»Horn

New Smyrna Beach Sprouts

Traffic Impact Analysis

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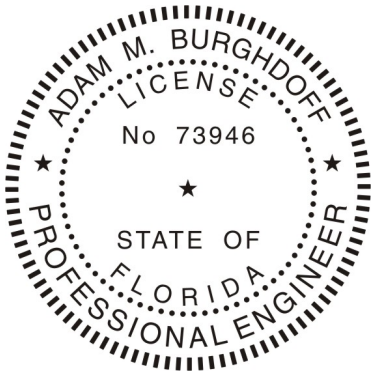
Prepared by:

Kimley-Horn and Associates, Inc.

June 2026

Revised August 2026



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Kimley»Horn

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1.0 INTRODUCTION

Kimley-Horn has been retained to analyze and document the traffic operational impact associated with the planned development comprised of commercial uses to be located in City of New Smyrna Beach, Florida. The proposed development is situated at the southeast corner of SR 44 & S Myrtle Ave. The development has an expected buildout in 2027.

The vacant area is planned to be developed as:

- 60,970 square foot shopping plaza with supermarket
- 3,500 square foot medical-dental office
- 1,400 square foot fast-food restaurant with drive-through
- 2,300 square foot fast-food restaurant without drive-through

Access to the site will be provided via three (3) driveways: Two (2) proposed full-access driveways along S Myrtle Ave and one (1) proposed full-access driveway along Endsley Ln, which is intended for inbound deliveries but will remain open to all traffic.

Project driveways are shown in the site plan provided in **Appendix A.**

1.1 STUDY AREA

A traffic impact analysis (TIA) methodology statement was sent to the City of New Smyrna Beach on March 30, 2026. Agency comments were received on June 17 and June 23, 2026 and associated responses to comments are provided in **Appendix B**.

Per the methodology, the study area consists of the following**:**

Road Segment

1. SR 44 from I-95 to Mission Dr *(Near Critical)*
2. SR 44 from Mission Dr to Live Oak St *(Direct Connection)*
3. 10th St from US 1 to S Myrtle Ave
4. S Myrtle Ave from SR 44 to 10th St

Study Intersections:

1. SR 44 & Mission Dr *(Signalized)*
2. SR 44 & S Myrtle Ave *(Signalized)*
3. S Myrtle Ave & Endsley Ln *(TWSC-T)*
4. 10th St & S Myrtle Ave *(Signalized)*
5. Canal St & S Myrtle Ave *(TWSC)*
6. S Myrtle Ave & Driveway A *(TWSC)*
7. S Myrtle Ave & Driveway B *(TWSC)*
8. Endsley Lane & Driveway C *(TWSC)*

Figure 1 depicts the project location and study area segments and intersections.

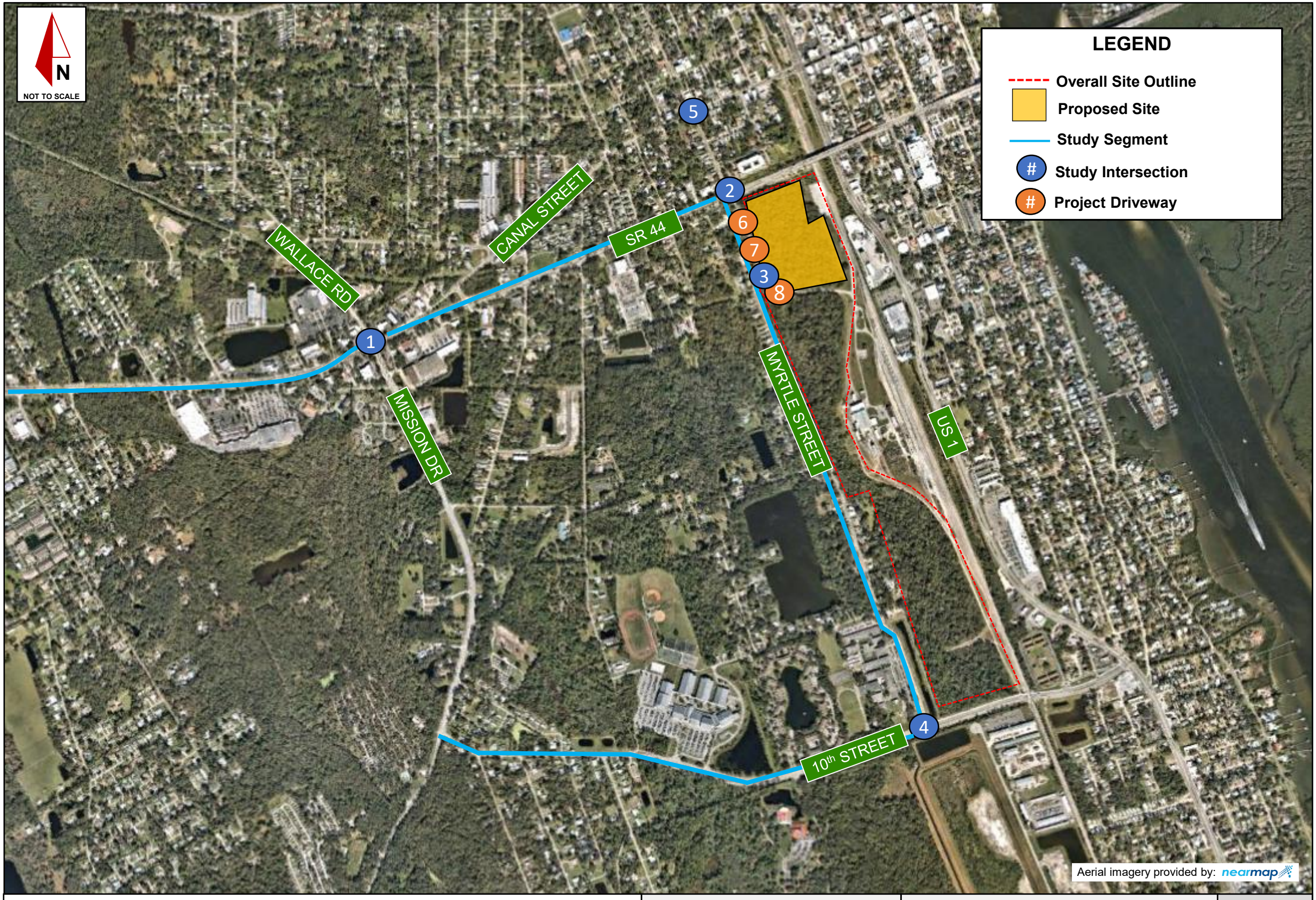

Figure 1: Project Location

August 2026
Project No.: 249631001

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2

2.0 EXISTING CONDITIONS ANALYSIS – YEAR 2026

2.1 EXISTING TRAFFIC VOLUMES

Turning movement counts (TMCs) for the AM peak hour of 7:00AM-9:00AM and the PM peak hour of 4:00PM-6:00PM were collected for all the study intersections on Wednesday, March 25, 2026. Intersection #2 at SR 44 & S Myrtle Avenue and Intersection #5 at Canal Street & S Myrtle Avenue were collected for AM peak hour of 7:30AM-8:30AM and the PM peak hour of 4:00PM-5:00PM on Tuesday, May 19, 2026. TMC data for the study intersections are provided in **Appendix C**.

The turning movement counts were adjusted using the seasonal factor from FDOT's Florida Traffic Online (FTO) database. Relevant FDOT FTO data is provided in **Appendix D**. Development of existing turning movement counts is shown in the volume development worksheets provided in **Appendix E**.

2.2 EXISTING INTERSECTION CONDITIONS

An intersection operational analysis was performed for the year 2026 existing conditions during the AM and PM peak hours using procedures outlined in the *Highway Capacity Manual 7th Edition* with *Synchro* (v12) software. Intersection level of service (LOS), maximum volume to capacity (v/c) ratios, delay, and 95th percentile queues for existing conditions are provided in **Table 1**. Signal timings are provided in **Appendix F** and *Synchro* outputs are provided in **Appendix G**.

As Intersection #3 is a three-leg unsignalized intersection with two approaches under stop conditions, it is not supported by the *Highway Capacity Manual 7th Edition*. Therefore, *SimTraffic* software was used to estimate the intersection delay.

All study area intersection movements operate with sufficient capacity (v/c ratio less than 1.0) during the AM and PM peak hours

.

Table 1: Existing Intersection Conditions

#	Intersection Name	Movement/ Approach/ Intersection	Existing AM				Existing PM			
			LOS	Delay (sec)	VC Ratio	Queue (veh/ln)	LOS	Delay (sec)	VC Ratio	Queue (veh/ln)
1	Mission Dr/Wallace Rd & SR 44 *(signalized)*	**EBL**	E	69.5	0.59	3	E	73.2	0.82	7
		EBT	E	65.6	0.96	32	E	56.6	0.90	28
		EBR	E	66.9	0.97	32	E	57.1	0.90	28
		WBL	E	71.8	0.70	4	E	72.7	0.83	8
		WBT	D	35.3	0.64	17	E	67.6	0.96	32
		WBR	D	35.2	0.64	17	E	67.3	0.96	33
		NBL	E	56.5	0.58	9	E	62.2	0.69	10
		NBT	-	0.0	0.00	0	-	0.0	0.00	0
		NBR	D	42.6	0.49	10	D	43.7	0.50	11
		SBL	E	70.1	0.84	9	E	72.9	0.81	8
		SBT	-	0.0	0.00	0	-	0.0	0.00	0
		SBR	E	57.0	0.62	12	E	60.7	0.65	12
		NB	D	50.8	-	-	D	54.9	-	-
		SB	E	62.0	-	-	E	64.8	-	-
		EB	E	66.4	-	-	E	58.2	-	-
		WB	D	37.5	-	-	E	67.9	-	-
		Intersection	**D**	**54.6**	**-**	**-**	**E**	**62.0**	**-**	**-**
2	S Myrtle Ave & SR 44 *(signalized)*	**EBL**	B	12.8	0.13	1	B	14.9	0.13	1
		EBT	B	13.1	0.59	10	B	10.1	0.39	6
		EBR	B	13.1	0.59	10	B	10.1	0.39	6
		WBL	C	28.1	0.47	4	B	13.1	0.10	1
		WBT	A	9.8	0.36	6	B	10.9	0.45	8
		WBR	A	9.8	0.36	6	B	10.9	0.45	8
		NBL	C	30.1	0.12	1	C	28.7	0.18	2
		NBT	-	0.0	0.00	0	-	0.0	0.00	0
		NBR	C	27.9	0.39	5	C	26.0	0.20	3
		SBL	C	30.8	0.07	1	C	27.8	0.06	1
		SBT	-	0.0	0.00	0	-	0.0	0.00	0
		SBR	C	28.7	0.33	5	C	26.7	0.20	3
		NB	C	28.3	-	-	C	27.2	-	-
		SB	C	28.9	-	-	C	27.0	-	-
		EB	B	13.1	-	-	B	10.4	-	-
		WB	B	12.3	-	-	B	11.0	-	-
		Intersection	**B**	**15.0**	**-**	**-**	**B**	**12.6**	**-**	**-**
3	S Myrtle Ave & Endsley Ln *(TWSC-T)*	**EBL**	-	-	-	-	A	4.8	-	0
		NBT	A	6.1	-	2	A	5.9	-	2
		SBL	A	1.3	-	-	-	-	-	-
		SBT	A	1.3	-	-	A	0.9	-	-
		Intersection	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
4	10th St & S Myrtle Ave *(signalized)*	**EBL**	A	9.1	0.17	1	A	7.2	0.03	0
		EBT	A	6.7	0.13	1	A	6.7	0.12	1
		WBT	A	7.3	0.19	2	A	6.8	0.11	1
		WBR	A	7.3	0.19	2	A	6.8	0.12	1
		SBL	B	13.6	0.08	1	B	13.7	0.09	1
		SBR	B	18.4	0.47	5	B	13.5	0.06	1
		SB	B	17.7	-	-	B	13.7	-	-
		EB	A	7.4	-	-	A	6.7	-	-
		WB	A	7.3	-	-	A	6.8	-	-
		Intersection	**B**	**10.3**	**-**	**-**	**A**	**7.8**	**-**	**-**
5	S Myrtle Ave & Canal St *(TWSC)*	**EBL**	A	8.0	0.03	0	A	8.7	0.02	0
		EBT	A	0.0	-	-	A	0.0	-	-
		EBR	-	-	-	-	-	-	-	-
		WBL	A	8.3	0.08	0	A	8.1	0.04	0
		WBT	A	0.0	-	-	A	0.0	-	-
		WBR	-	-	-	-	-	-	-	-
		NBL	C	16.5	0.21	1	B	14.9	0.23	1
		NBT	C	16.5	0.21	1	B	14.9	0.23	1
		NBR	C	16.5	0.21	1	B	14.9	0.23	1
		SBL	C	17.9	0.21	1	C	17.5	0.17	1
		SBT	C	17.9	0.21	1	C	17.5	0.17	1
		SBR	C	17.9	0.21	1	C	17.5	0.17	1
		EB	C	16.5	-	-	B	14.9	-	-
		WB	C	17.9	-	-	C	17.5	-	-
		Intersection	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**

3.0 BACKGROUND CONDITIONS ANALYSIS – YEAR 2027

3.1 BACKGROUND TRAFFIC

Traffic conditions were evaluated for the year 2027 background conditions, which do not include project trips on the roadway network. Five-year (2021 – 2025) historical growth rates have been calculated using FDOT Traffic Trends worksheet for the following FDOT cosites 790515, 790514, and 798153.

Cosite 790515 produced R2 values greater than 75% therefore the greatest R2 value regression was applied (2.7% - Decaying Exponential). Cosite 790514 did not produce R2 values greater than 75%. An analysis of the last 10-year growth trend also did not produce sufficient R2 values, therefore Cosite 790515 growth rate was applied. Cosite 798153 did not produce R2 values greater than 75%. An analysis of the last 10-year growth trend also did not produce sufficient R2 values, therefore a minimum 2% growth rate was applied.

Growth trends are provided in **Appendix H**.

3.2 BACKGROUND INTERSECTION ANALYSIS

An intersection operational analysis was performed for the year 2027 background conditions during the AM and PM peak hours using procedures outlined in the *Highway Capacity Manual, 7th Edition* with *Synchro* (v12). Intersection level of service (LOS), maximum volume to capacity (v/c) ratios, delay, and 95th percentile queues for background conditions are provided in **Table 2**. Signal timings are provided in **Appendix F** and *Synchro* outputs are provided in **Appendix G**.

As Intersection #3 is a three-leg unsignalized intersection with two approaches under stop conditions, it is not supported by the *Highway Capacity Manual 7th Edition*. Therefore, *SimTraffic* software was used to estimate the intersection delay.

All study area intersection movements operate with sufficient capacity (v/c ratio less than 1.0) during the AM and PM peak hours, with the exception of the following:

- Intersection #1: SR 44 & Mission Dr/Wallace Rd
  - Eastbound Through Movement, AM (v/c > 1.0)
  - Eastbound Right Movement, AM (v/c > 1.0)
  - Westbound Through Movement, PM (v/c > 1.0)
  - Westbound Right Movement, PM (v/c > 1.0)

3.3 BACKGROUND WITH IMPROVEMENTS INTERSECTION ANALYSIS

The capacity deficiencies at Intersection #1 at SR 44 & Mission Dr/Wallace Rd are currently planned to be mitigated by FDOT. Road improvements at the intersection include adding an exclusive southbound through lane and an exclusive eastbound right turn lane. This new geometry will require signal timing optimization. According to the FDOT presentation to New Smyrna Beach City Commission on March 24, 2026, FDOT is currently under design and construction is fully funded. The FDOT presentation is provided in **Appendix I.**

With these improvements in place the intersection movements operate with sufficient capacity as shown in **Table 3** in the background condition.

Table 2: Background Intersection Conditions

#	Intersection Name	Movement/ Approach/ Intersection	Background AM				Background PM			
			LOS	Delay (sec)	VC Ratio	Queue (veh/ln)	LOS	Delay (sec)	VC Ratio	Queue (veh/ln)
1	Mission Dr/Wallace Rd & SR 44 *(signalized)*	**EBL**	E	69.8	0.60	3	E	73.4	0.82	8
		EBT	E	71.5	0.99	34	E	60.3	0.92	30
		EBR	E	73.4	0.99	34	E	61.0	0.93	29
		WBL	E	72.3	0.71	4	E	72.8	0.83	8
		WBT	D	35.9	0.66	17	E	73.2	0.98	34
		WBR	D	35.8	0.66	18	E	73.1	0.98	35
		NBL	E	57.0	0.60	9	E	63.3	0.71	11
		NBT	-	0.0	0.00	0	-	0.0	0.00	0
		NBR	D	43.2	0.51	10	D	44.5	0.52	11
		SBL	E	70.9	0.84	9	E	73.1	0.82	8
		SBT	-	0.0	0.00	0	-	0.0	0.00	0
		SBR	E	57.9	0.64	12	E	61.8	0.67	13
		NB	D	51.3	-	-	E	55.9	-	-
		SB	E	62.9	-	-	E	65.6	-	-
		EB	E	72.4	-	-	E	61.8	-	-
		WB	D	38.0	-	-	E	73.1	-	-
		Intersection	**E**	**57.5**	**-**	**-**	**E**	**65.6**	**-**	**-**
2	S Myrtle Ave & SR 44 *(signalized)*	**EBL**	B	13.1	0.14	1	B	15.3	0.14	1
		EBT	B	13.5	0.60	10	B	10.3	0.40	7
		EBR	B	13..4	0.60	11	B	10.2	0.40	7
		WBL	C	30.2	0.50	5	B	13.4	0.11	1
		WBT	A	9.9	0.37	6	B	11.1	0.47	8
		WBR	A	9.9	0.37	6	B	11.1	0.47	8
		NBL	C	30.3	0.13	1	C	28.8	0.19	2
		NBT	-	-	-	-	-	0.0	0.00	0
		NBR	C	28.0	0.40	5	C	26.1	0.20	3
		SBL	C	31.0	0.08	1	C	27.8	0.06	1
		SBT	-	-	-	-	-	0.0	0.00	0
		SBR	C	28.8	0.34	5	C	26.8	0.20	3
		NB	C	28.4	-	-	C	27.2	-	-
		SB	C	29.1	-	-	C	27.0	-	-
		EB	B	13.4	-	-	B	10.5	-	-
		WB	B	12.7	-	-	B	11.2	-	-
		Intersection	**B**	**15.3**	**-**	**-**	**B**	**12.8**	**-**	**-**
3	S Myrtle Ave & Endsley Ln *(TWSC-T)*	**EBL**	-	-	-	-	A	0.0	-	0
		NBT	A	6.0	-	2	A	6.1	-	2
		SBL	A	1.5	-	-	-	-	-	-
		SBT	A	1.5	-	-	A	0.8	-	-
		Intersection	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
4	10th St & S Myrtle Ave *(signalized)*	**EBL**	A	9.1	0.17	1	A	7.2	0.03	0
		EBT	A	6.7	0.13	1	A	6.7	0.12	1
		WBT	A	7.3	0.19	2	A	6.8	0.12	1
		WBR	A	7.3	0.25	2	A	6.8	0.12	1
		SBL	B	13.6	0.08	1	B	13.7	0.09	1
		SBR	B	18.6	0.48	5	B	13.5	0.06	1
		SB	B	17.8	-	-	B	13.7	-	-
		EB	A	7.5	-	-	A	6.7	-	-
		WB	A	7.3	-	-	A	6.8	-	-
		Intersection	**B**	**10.4**	**-**	**-**	**A**	**7.8**	**-**	**-**
5	S Myrtle Ave & Canal St *(TWSC)*	**EBL**	A	8.1	0.03	0	A	8.8	0.02	0
		EBT	A	0.0	-	-	A	0.0	-	-
		EBR	-	-	-	-	-	-	-	-
		WBL	A	8.3	0.08	0	A	8.2	0.04	0
		WBT	A	0.0	-	-	A	0.0	-	-
		WBR	-	-	-	-	-	-	-	-
		NBL	C	17.5	0.23	1	C	15.6	0.25	1
		NBT	C	17.5	0.23	1	C	15.6	0.25	1
		NBR	C	17.5	0.23	1	C	15.6	0.25	1
		SBL	C	19.3	0.23	1	C	18.6	0.19	1
		SBT	C	19.3	0.23	1	C	18.6	0.19	1
		SBR	C	19.3	0.23	1	C	18.6	0.19	1
		EB	C	17.5	-	-	C	15.6	-	-
		WB	C	19.3	-	-	C	18.6	-	-
		Intersection	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**

Table 3: Background w. Improvements Conditions

#	Intersection Name	Movement/ Approach/ Intersection	Background AM w. Improvements				Background PM w. Improvements			
			LOS	Delay (sec)	VC Ratio	Queue (veh/ln)	LOS	Delay (sec)	VC Ratio	Queue (veh/ln)
1	Mission Dr/Wallace Rd & SR 44 *(signalized)*	**EBL**	E	66.6	0.58	3	F	85.1	0.83	8
		EBT	D	44.8	0.88	23	D	39.0	0.72	20
		EBR	C	30.9	0.39	9	C	31.8	0.36	9
		WBL	E	68.6	0.69	4	E	75.1	0.84	8
		WBT	D	37.7	0.71	17	E	61.2	0.94	32
		WBR	D	37.6	0.71	18	E	61.0	0.94	33
		NBL	D	53.5	0.57	8	E	66.7	0.73	11
		NBT	-	0.0	0.00	0	-	0.0	0.00	0
		NBR	D	39.8	0.48	10	D	47.3	0.54	12
		SBL	E	66.8	0.83	8	E	75.3	0.82	8
		SBT	D	45.5	0.31	6	D	53.4	0.34	7
		SBR	D	45.7	0.32	6	D	53.9	0.36	7
		NB	D	47.9	-	-	E	59.1	-	-
		SB	D	53.8	-	-	E	61.0	-	-
		EB	D	43.2	-	-	D	41.7	-	-
		WB	D	39.5	-	-	E	62.3	-	-
		Intersection	**D**	**44.1**	**-**	**-**	**D**	**54.3**	**-**	**-**

4.0 DEVELOPMENT TRAFFIC

The proposed development is situated at the southeast corner of SR 44 & S Myrtle Ave. The proposed mixed-use planned development has an expected buildout in 2027. The latest industry standards were used to estimate new external trips to be generated by the site by the buildout year. FDOT's districtwide travel demand model was used to assign trips throughout the study area.

4.1 TRIP GENERATION

Trip generation for the proposed development was calculated per procedures published in the Institute of Transportation Engineers' (ITE) *Trip Generation Manual, 12th Edition*. The following Land Use Code (LUC) categories were referenced for trip generation rates and directional splits. **Appendix J** provides ITE excerpts.

- LUC 821, Shopping Plaza with Supermarket
- LUC 720, Medical-Dental Office Building
- LUC 934, Fast-Food Restaurant with Drive-Through Window
- LUC 933, Fast-Food Restaurant without Drive-Through Window

Internal capture and pass-by reductions were applied per ITE *Trip Generation Handbook, 3rd Edition*. Pass-by rates were taken from ITE 12th Edition Appendices. Pass-by totals were compared to a 14% cap on Myrtle Avenue and Lytle/SR 44, the adjacent streets in which pass-by is anticipated to originate from as shown in **Table 4.** The pass-by values shown in Table 5 do not exceed the 14% threshold.

Table 4: Adjacent Street Traffic

		Daily[3]	AM Peak Hour	PM Peak Hour
Myrtle[1]	2026 Traffic	3,078	406	277
	% Cap	14%	14%	14%
	Net Cap	431	57	39
		Daily[4]	AM Peak Hour	PM Peak Hour
Lytle/SR 44[2]	2026 Traffic	22,500	1,721	1,807
	% Cap	14%	14%	14%
	Net Cap	3,150	241	253
	Total Net Cap	3,581	298	292

[1] *Myrtle volumes from 2026 TMC at Myrtle & SR 44 (NB Approach + SB Departure)*

[2] *Lytle/SR 44 volumes from 2026 TMC at Myrtle & SR 44 (EB Approach + WB Departure)*

[3] *PM Peak Hour divided by .09*

[4] *FDOT Traffic Online 2025 AADT - Cosite 790514*

Internal capture calculations and pass-by rates are included in **Appendix K.**

Table 5 provides Daily, AM, and PM peak hour trip generation summaries to be generated by the proposed development at buildout. The project is anticipated to generate a total of 3,555 new daily trips, 181 new AM peak hour trips (111 inbound and 70 outbound), and 327 new PM peak hour trips (155 inbound and 172 outbound) at the project driveways.

Table 5: Trip Generation Summary

	Land Use	ITE LUC[1]	Size	Units	ITE Trip Rate[1]	Daily				
						Total	In[1]		Out[1]	
Daily	Shopping Plaza (40K-150k) (w/ Supermarket-YES)	821	**60.97**	KSF	92.45	5,636	*50%*	2,818	*50%*	2,818
	Medical-Dental Office Building	720	**3.5**	KSF	19.13	67	*50%*	34	*50%*	33
	Fast-Food Restaurant with Drive-Through Window	934	**1.4**	KSF	448.12	627	*50%*	314	*50%*	313
	Fast-Food Restaurant without Drive-Through Window	933	**2.3**	KSF	413.41	951	*50%*	476	*50%*	475
	Total Generated Trips					**7,281**	**3,642**		**3,639**	
	Internal Capture[2] =	*15.4%*	*(see attached capture matrices)*			1,122	*561*		*561*	
	Net External Trips					**6,159**	**3,081**		**3,078**	
	Pass by Trips[3] =	*40.0%*	*of external Shopping Plaza trips*			2,037	1,019		1,018	
	Pass by Trips[4] =	*55.0%*	*of external Fast-Food trips*			567	284		283	
	Total Pass by Trips					2,604	1,303		1,301	
	New External Trips					**3,555**	**1,778**		**1,777**	

	Land Use	ITE LUC[1]	Size	Units	ITE Trip Rate[1]	AM Peak Hour				
						Total	In[1]		Out[1]	
AM Peak Hour	Shopping Plaza (40K-150k) (w/ Supermarket-YES)	821	**60.97**	KSF	3.54	216	*60%*	130	*40%*	86
	Medical-Dental Office Building	720	**3.5**	KSF	3.34	12	*78%*	9	*22%*	3
	Fast-Food Restaurant with Drive-Through Window	934	**1.4**	KSF	33.24	47	*51%*	24	*49%*	23
	Fast-Food Restaurant without Drive-Through Window	933	**2.3**	KSF	39.55	91	*45%*	41	*55%*	50
	Total Generated Trips					**366**	**204**		**162**	
	Internal Capture[2] =	*13.7%*	*(see attached capture matrices)*			50	25		25	
	Net External Trips					**316**	**179**		**137**	
	Pass by Trips[3] =	*40.0%*	*of external Shopping Plaza trips*			78	*39*		39	
	Pass by Trips[4] =	*50.0%*	*of external Fast-Food trips*			57	*29*		28	
	Total Pass by Trips					135	68		67	
	New External Trips					**181**	**111**		**70**	

	Land Use	ITE LUC[1]	Size	Units	ITE Trip Rate[1]	PM Peak Hour				
						Total	In[1]		Out[1]	
PM Peak Hour	Shopping Plaza (40K-150k) (w/ Supermarket-YES)	821	**60.97**	KSF	8.58	523	*49%*	256	*51%*	267
	Medical-Dental Office Building	720	**3.5**	KSF	2.06	7	*30%*	2	*70%*	5
	Fast-Food Restaurant with Drive-Through Window	934	**1.4**	KSF	31.60	44	*52%*	23	*48%*	21
	Fast-Food Restaurant without Drive-Through Window	933	**2.3**	KSF	36.73	84	*48%*	40	*52%*	44
	Total Generated Trips					**658**	**321**		**337**	
	Internal Capture[2] =	*14.6%*	*(see attached capture matrices)*			96	48		48	
	Net External Trips					**562**	**273**		**289**	
	Pass by Trips[3] =	*40.0%*	*of external Shopping Plaza trips*			190	95		95	
	Pass by Trips[4] =	*55.0%*	*of external Fast-Food trips*			45	23		22	
	Total Pass by Trips					235	118		117	
	New External Trips					**327**	**155**		**172**	

Notes: [1] *Vehicle trip rates and directional splits per ITE Trip Generation Manual, 12th Edition*
[2] *Internal Capture (IC) based on ITE Trip Generation Handbook, 3rd Edition, Internal Capture Reduction Calculation Spreadsheet*
[3] *Pass-by trip rate based on ITE 12th Edition rates*
[4] *Pass-by trip rate for LUC 933 not provided therefore LUC 934 rate was applied*

4.2 TRIP DISTRIBUTION & ASSIGNMENT

The projected traffic demand of project trips on study roadways was derived with the use of the latest adopted regional travel demand model. Land use data for the project was entered into a new traffic analysis zone (TAZ) within the Central Florida Regional Planning Model (CFRPM v7) model set and situated within the existing roadway network. The model was used to assign trips for all trip purposes between allocated origin and destination pairs using project buildout year model data. Trip distribution for the project was extracted from the completed model assignment and reviewed for logic based on engineering judgment. The resulting model plot showing the percent of daily project distribution is provided in **Appendix L**.

Daily model project distribution was referenced to manually assign project distribution at the study area intersections and driveways in general accordance with the model output. **Figure 2** shows the intersection movement project distribution generated by the proposed development within the study area. Project trip distribution percentages were used to assign anticipated project trips to the study area roadways and intersections. **Figure 3** shows the anticipated AM and PM peak hour project movements generated by the proposed development at the study area intersections and project driveways.

Pass-by trips already along S Myrtle Avenue have direct access to the project site and are therefore removed from the through-movement when turning into the project driveways. Pass-by trips from SR 44 were applied at the study intersections where trips turn from their original route to access the site. SR 44 pass-by trips turn onto S Myrtle Avenue and add onto existing traffic, turning into Driveway A and Driveway B along S Myrtle Avenue. AM peak hour pass-by is shown in **Figure 4** and **Figure 5** and the PM peak hour pass-by is shown in **Figure 6** and **Figure 7.** Pass-by distribution was assessed by using background volumes, as detailed in **Appendix M.**

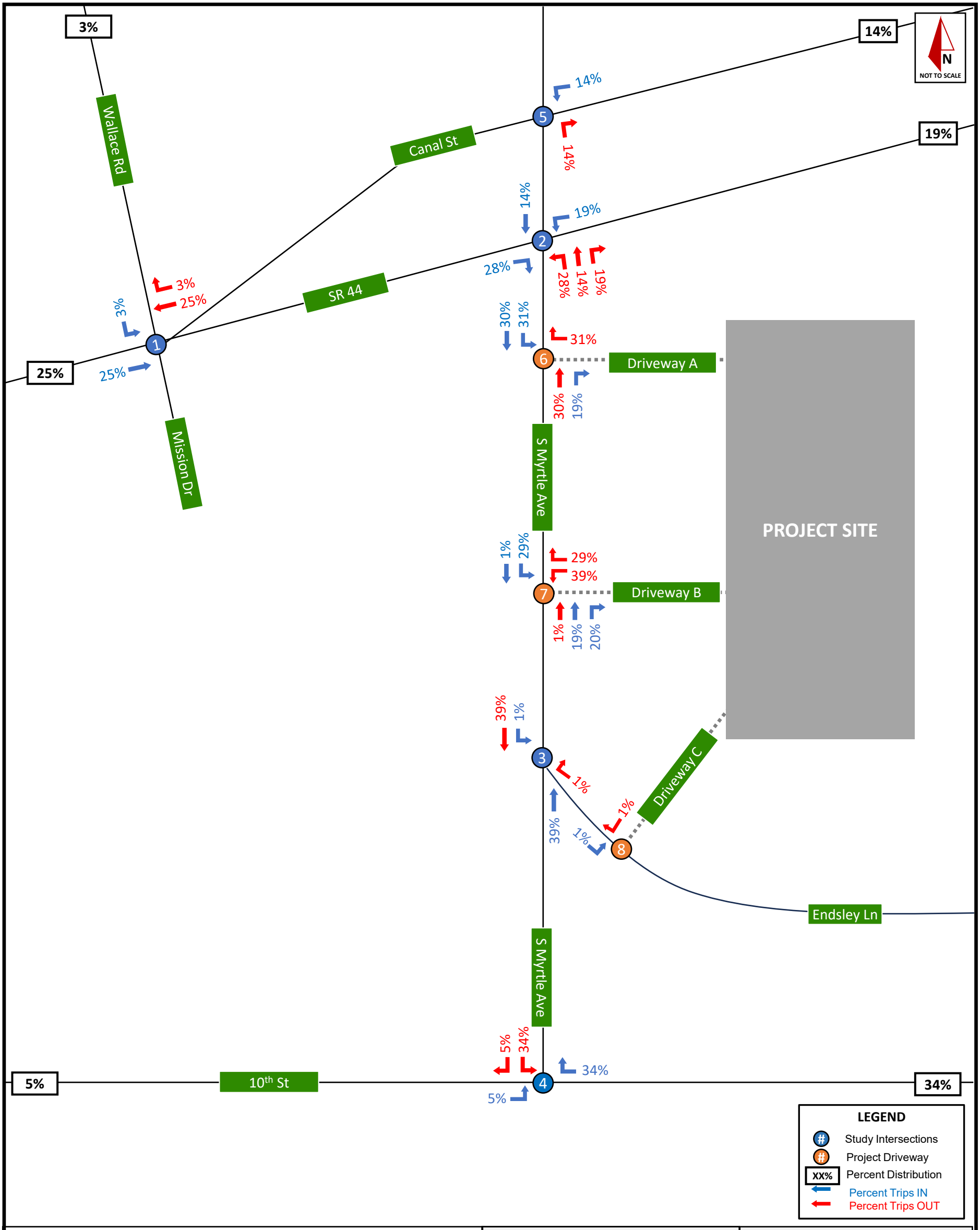

Figure 2: Project Trip Distribution

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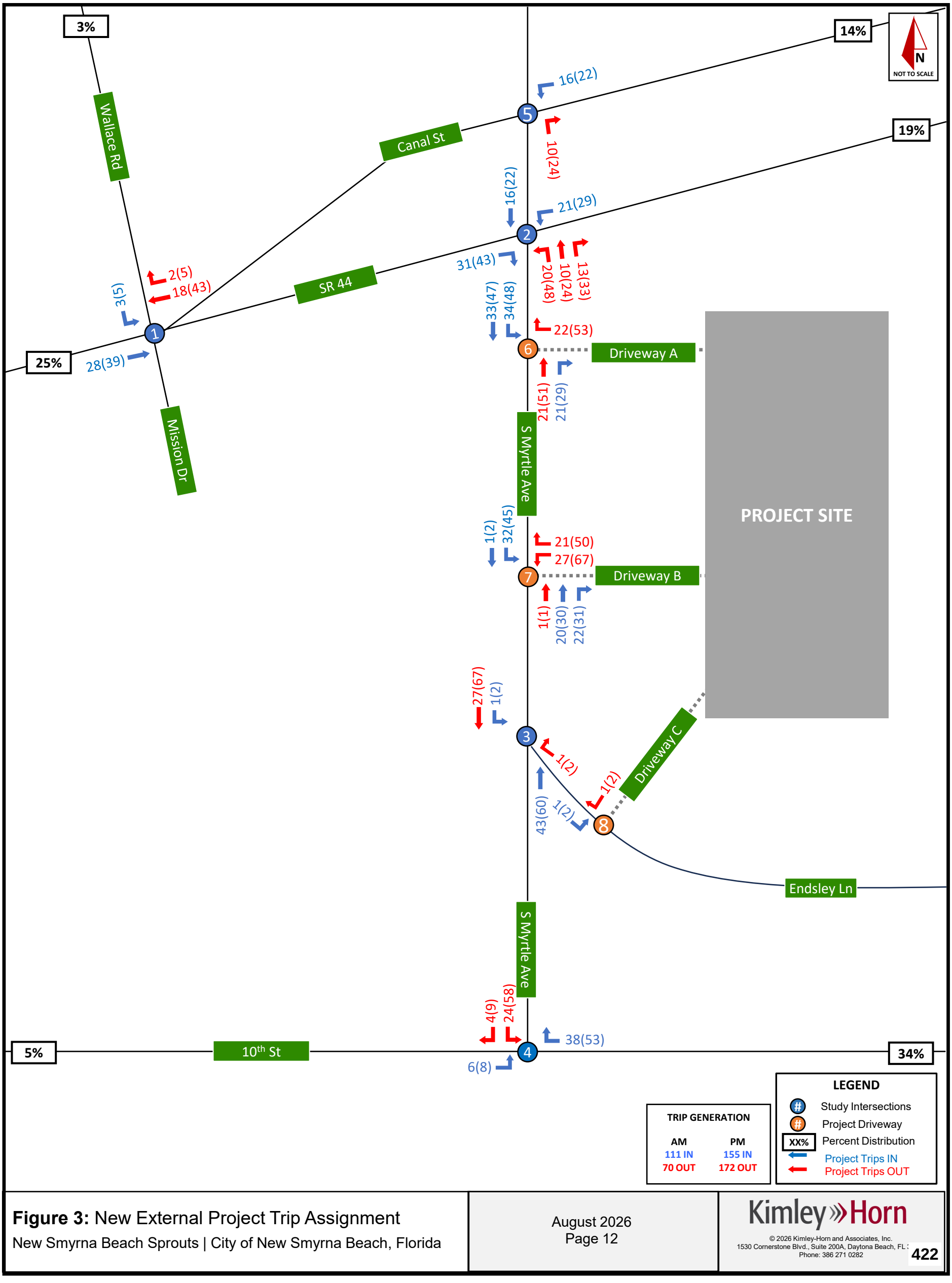

Figure 3: New External Project Trip Assignment

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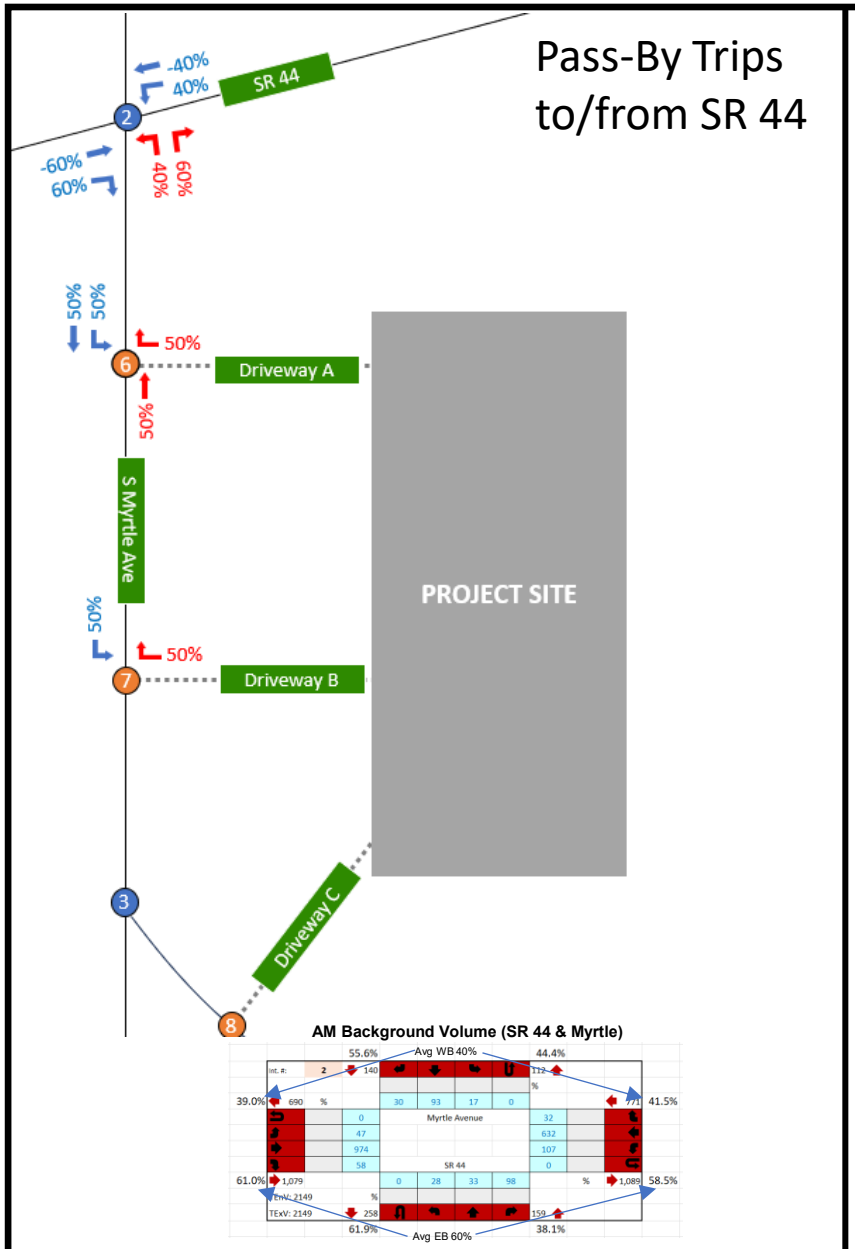

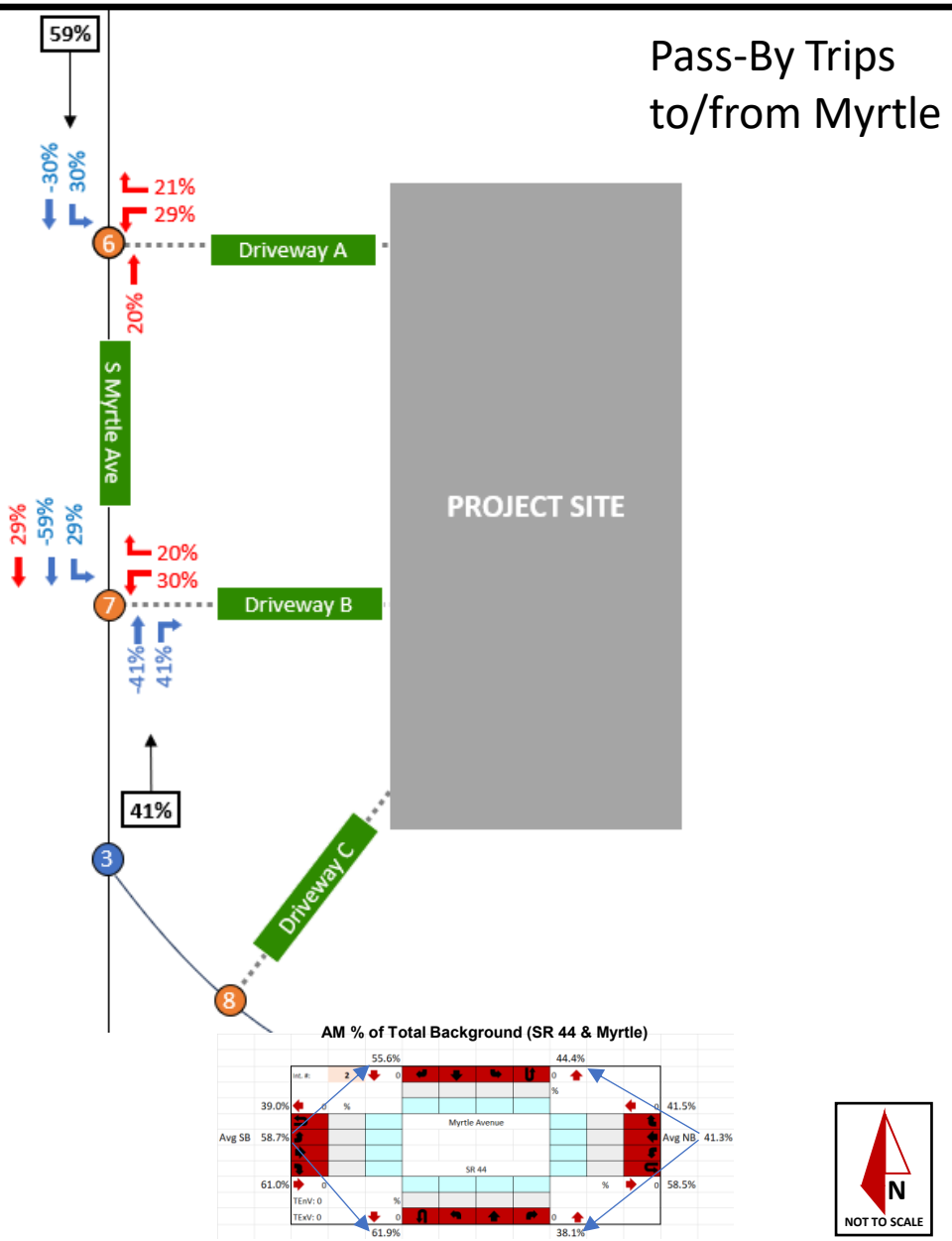

Figure 4: AM Peak Hour – Pass-By %

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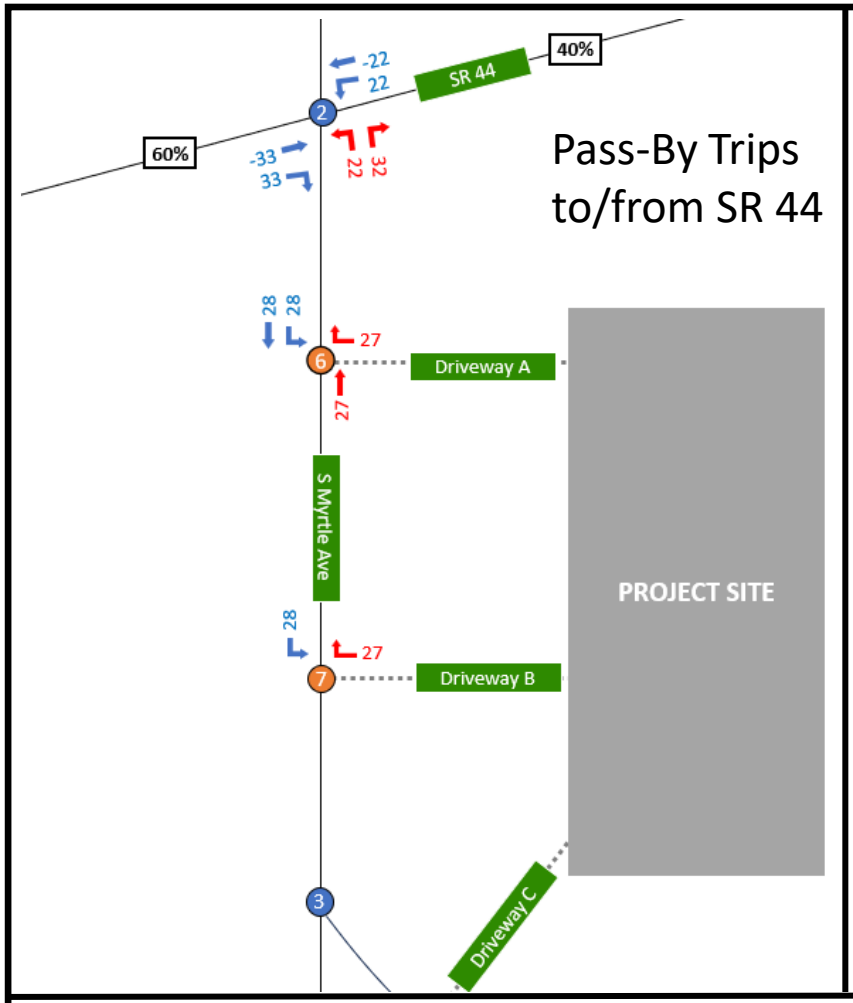

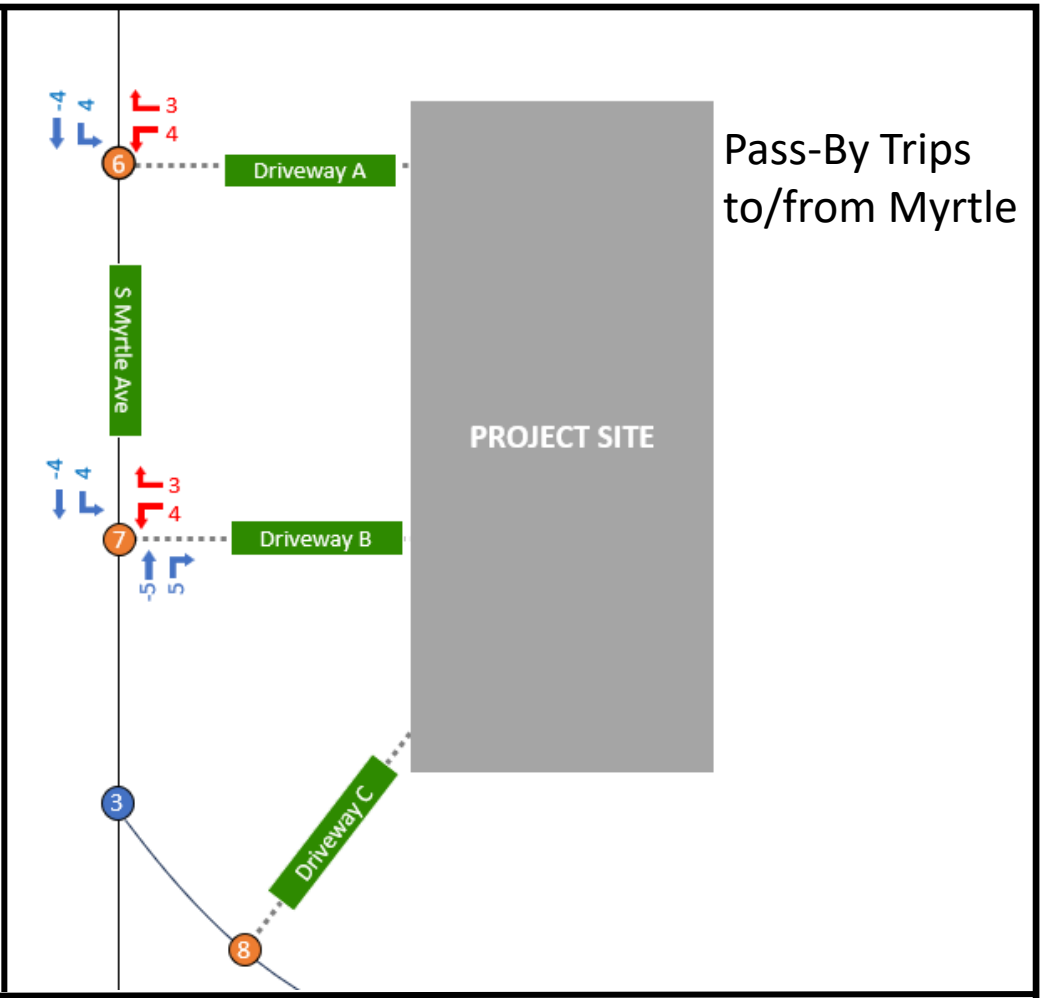

		AM Peak Hour	
Myrtle	2026 Traffic	406	
	% Cap	14%	
	Net Cap	57	19.1%
		AM Peak Hour	
Lytle/SR 44	2026 Traffic	1,721	
	% Cap	14%	
	Net Cap	241	80.9%
	Total Net Cap	298	

AM Peak Hour background volumes used to determine proportion of trip generation

	In	Out	Total	% of Total
Total	**68**	**67**	**135**	**-**
Myrtle	*13*	*13*	26	19.1%
SR 44	*55*	*54*	109	80.9%

N
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Figure 5: AM Peak Hour – Pass-By #
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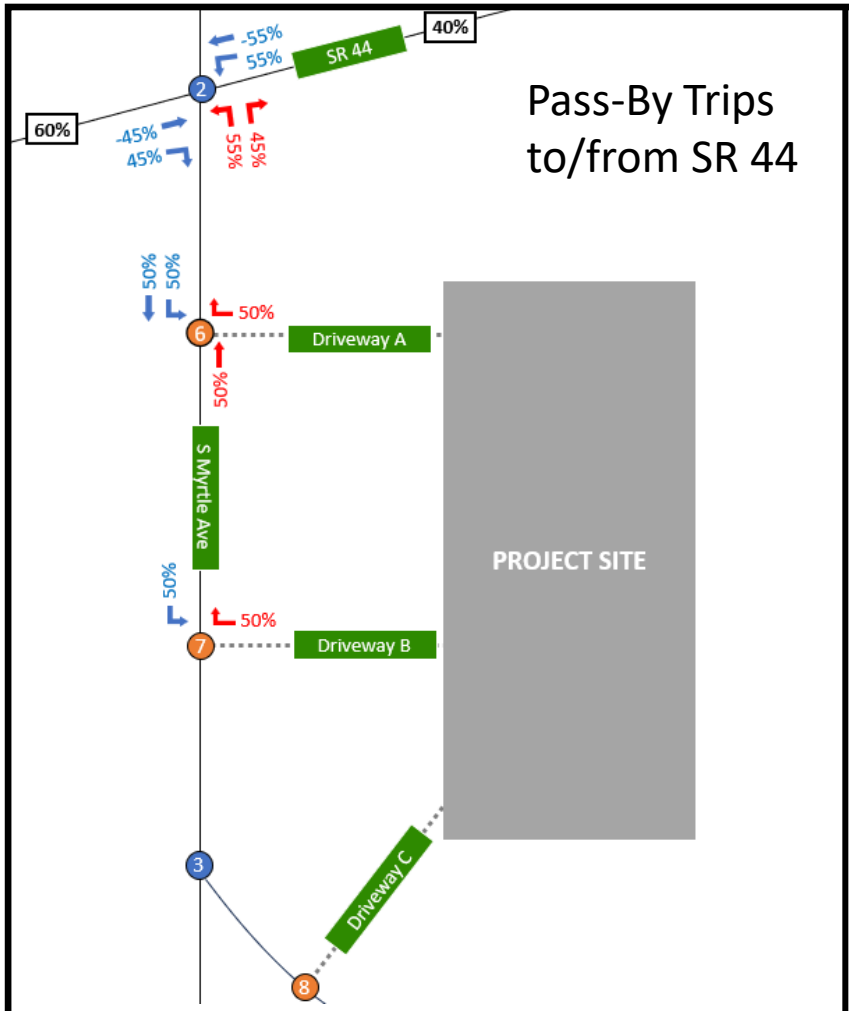

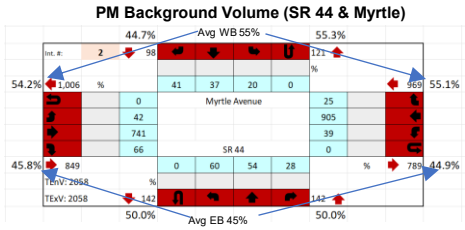

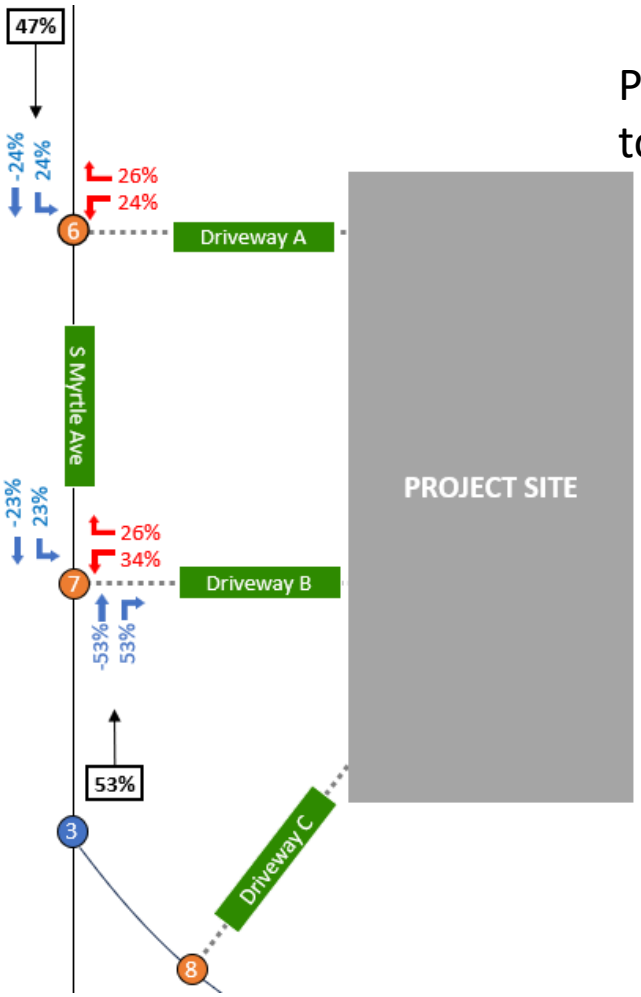

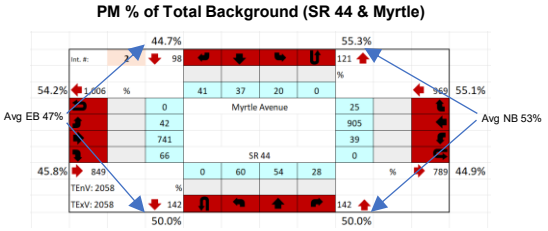



Figure 6: PM Peak Hour – Pass-By %

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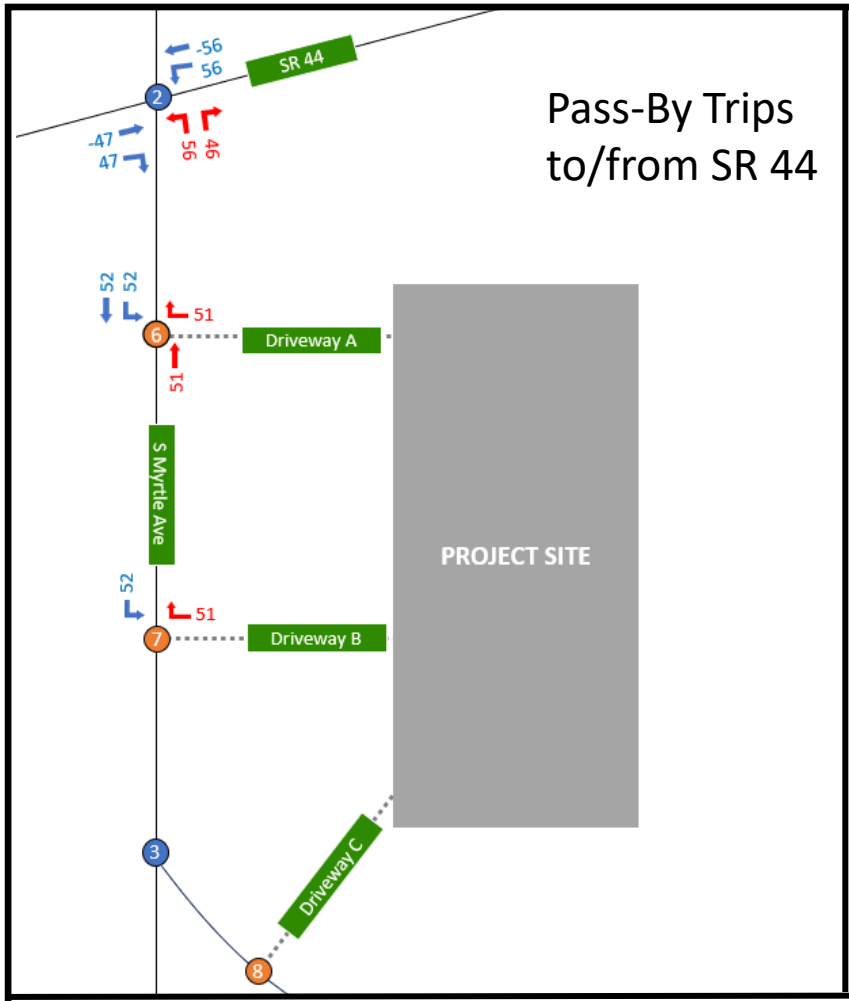

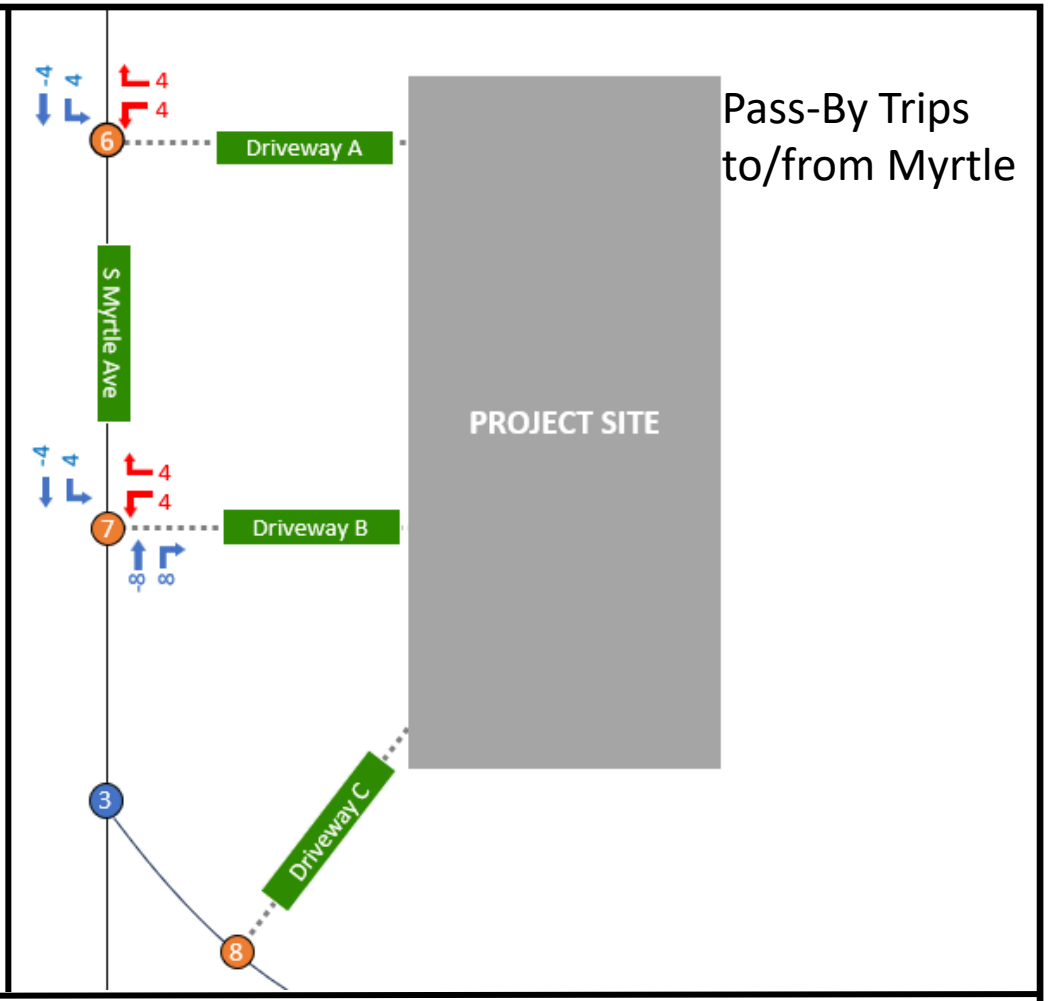

		PM Peak Hour	
Myrtle	2026 Traffic	277	
	% Cap	14%	
	Net Cap	39	13.3%
Lytle/SR 44		PM Peak Hour	
	2026 Traffic	1,807	
	% Cap	14%	
	Net Cap	253	86.7%
	Total Net Cap	292	

PM Peak Hour background volumes used to determine proportion of trip generation

	In	Out	Total	% of Total
Total	**118**	**117**	**235**	**-**
Myrtle	*15*	*15*	30	13.0%
SR 44	*103*	*102*	205	87.0%

N
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Figure 7: PM Peak Hour – Pass-By #
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5.0 BUILDOUT CONDITIONS ANALYSIS – YEAR 2027

5.1 BUILDOUT TRAFFIC

Future traffic conditions were evaluated for the buildout year 2027. Buildout volumes were developed by adding anticipated project trips to background volumes. **Appendix E** provides the adjusted turning movement volume worksheets for all intersections. **Figure 6** and **Figure 7** illustrate turning movement volumes for buildout conditions at the study intersections during the AM and PM peak hours, respectively.

5.2 BUILDOUT INTERSECTION ANALYSIS

An intersection operational analysis was performed for the year 2027 buildout conditions during the AM and PM peak hours using procedures outlined in the *Highway Capacity Manual, 7th Edition,* with *Synchro* (v12) software. Intersection level of service (LOS), maximum volume to capacity (v/c) ratios, delay, and 95th percentile queues for buildout conditions are provided in **Table 6**. Signal timings are provided in **Appendix F** and Synchro outputs are provided in **Appendix G**.

As Intersection #3 is a three-leg unsignalized intersection with two approaches under stop conditions, it is not supported by the *Highway Capacity Manual 7th Edition*. Therefore, *SimTraffic* software was used to estimate the intersection delay.

With FDOT background improvements in place, all study area intersection movements operate with acceptable LOS and sufficient capacity (v/c < 1.0) during the AM and PM peak hours under buildout conditions. No deficiencies were identified as a result of project traffic impact.

While not an operational requirement associated with this project, the developer has proposed to modify the south leg of the intersection of SR 44 & Myrtle Avenue to provide an exclusive northbound right-turn lane at the intersection in addition to the provision of a two-way left-turn lane on Myrtle Avenue between Endsley Lane and SR 44 along the site frontage. With this improvement in place, operations at the intersection of SR 44 & Myrtle Avenue would improve beyond the results shown within this study.

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Table 6: Buildout Intersection Conditions

#	Intersection Name	Movement/ Approach/ Intersection	Buildout AM				Buildout PM			
			LOS	Delay (sec)	VC Ratio	Queue (veh/ln)	LOS	Delay (sec)	VC Ratio	Queue (veh/ln)
1	Mission Dr/Wallace Rd & SR 44 *(signalized)*	**EBL**	E	65.6	0.58	3	F	86.4	0.83	8
		EBT	D	39.2	0.85	22	D	39.6	0.74	21
		EBR	C	28.3	0.36	8	C	31.5	0.36	9
		WBL	E	67.4	0.68	4	E	75.9	0.84	8
		WBT	C	33.6	0.68	17	E	66.7	0.96	35
		WBR	C	33.5	0.68	17	E	66.7	0.96	36
		NBL	D	54.9	0.61	8	E	67.9	0.74	11
		NBT	-	0.0	0.00	0	-	0.0	0.00	0
		NBR	D	42.9	0.53	10	D	48.8	0.55	12
		SBL	E	74.6	0.84	9	E	75.8	0.83	8
		SBT	D	47.4	0.34	6	D	54.2	0.35	7
		SBR	D	47.6	0.35	6	D	54.7	0.36	7
		NB	D	50.0	-	-	E	60.4	-	-
		SB	E	58.1	-	-	E	61.9	-	-
		EB	D	38.3	-	-	D	42.1	-	-
		WB	D	35.6	-	-	E	67.4	-	-
		Intersection	**D**	**41.5**	**-**	**-**	**E**	**56.8**	**-**	**-**
2	S Myrtle Ave & SR 44 *(signalized)*	**EBL**	B	12.8	0.13	1	B	14.5	0.13	1
		EBT	B	13.9	0.62	11	B	10.6	0.43	7
		EBR	B	13.9	0.62	11	B	10.6	0.43	7
		WBL	D	47.2	0.74	8	B	18.7	0.36	3
		WBT	A	9.7	0.36	6	B	10.7	0.44	8
		WBR	A	9.7	0.36	6	B	10.7	0.44	8
		NBL	C	33.7	0.33	3	C	34.7	0.54	6
		NBT	-	0.0	0.00	0	-	0.0	0.00	0
		NBR	C	31.1	0.57	7	C	28.9	0.48	6
		SBL	C	34.6	0.10	1	C	32.5	0.09	1
		SBT	-	0.0	0.00	0	-	0.0	0.00	0
		SBR	C	29.8	0.39	6	C	27.5	0.25	3
		NB	C	31.8	-	-	C	31.6	-	-
		SB	C	30.3	-	-	C	28.3	-	-
		EB	B	13.8	-	-	B	10.8	-	-
		WB	B	16.8	-	-	B	11.7	-	-
		Intersection	**B**	**18.0**	**-**	**-**	**B**	**15.2**	**-**	**-**
3	S Myrtle Ave & Endsley Ln *(TWSC-T)*	**EBL**	-	-	-	-	A	0.0	-	0
		NBT	A	4.9	-	3	A	4.9	-	2
		SBL	A	0.3	-	-	-	-	-	-
		SBT	A	0.3	-	-	A	0.7	-	-
		Intersection	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
4	10th St & S Myrtle Ave *(signalized)*	**EBL**	A	9.7	0.19	1	A	7.6	0.04	0
		EBT	A	6.7	0.13	1	A	6.7	0.12	1
		WBT	A	7.5	0.22	2	A	7.0	0.15	1
		WBR	A	7.6	0.23	2	A	7.0	0.15	1
		SBL	B	14.1	0.13	1	B	14.7	0.20	2
		SBR	B	18.8	0.49	5	B	13.7	0.08	1
		SB	B	17.7	-	-	B	14.4	-	-
		EB	A	7.7	-	-	A	6.8	-	-
		WB	A	7.5	-	-	A	7.0	-	-
		Intersection	**B**	**10.6**	**-**	**-**	**A**	**8.6**	**-**	**-**
5	S Myrtle Ave & Canal St *(TWSC)*	**EBL**	A	8.1	0.03	0	A	8.8	0.02	0
		EBT	A	0.0	-	-	A	0.0	-	-
		EBR	-	-	-	-	-	-	-	-
		WBL	A	8.4	0.10	0	A	8.2	0.06	0
		WBT	A	0.0	-	-	A	0.0	-	-
		WBR	-	-	-	-	-	-	-	-
		NBL	C	17.8	0.25	1	C	16.1	0.30	1
		NBT	C	17.8	0.25	1	C	16.1	0.30	1
		NBR	C	17.8	0.25	1	C	16.1	0.30	1
		SBL	C	20.4	0.24	1	C	19.7	0.20	1
		SBT	C	20.4	0.24	1	C	19.7	0.20	1
		SBR	C	20.4	0.24	1	C	19.7	0.20	1
		EB	C	17.8	-	-	C	16.1	-	-
		WB	C	20.4	-	-	C	19.7	-	-
		Intersection	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**

Table 6: Buildout Intersection Conditions (continued)

#	Intersection Name	Movement/ Approach/ Intersection	Buildout AM				Buildout PM			
			LOS	Delay (sec)	VC Ratio	Queue (veh/ln)	LOS	Delay (sec)	VC Ratio	Queue (veh/ln)
6	S Myrtle Ave & Driveway A *(TWSC)*	WBL	B	-	0.08	0	B	-	0.16	1
		WBR	B	-	0.08	0	B	-	0.16	1
		NBT	-	-	-	-	-	-	-	-
		NBR	-	-	-	-	-	-	-	-
		SBL	A	-	0.05	0	A	-	0.09	0
		SBT	A	-	-	-	A	-	-	-
		WB	B	-	-	-	B	-	-	-
		Intersection	-	-	-	-	-	-	-	-
7	S Myrtle Ave & Driveway B *(TWSC)*	WBL	B	-	0.14	1	B	-	0.29	1
		WBR	B	-	0.14	1	B	-	0.29	1
		NBT	-	-	-	-	-	-	-	-
		NBR	-	-	-	-	-	-	-	-
		SBL	A	-	0.05	0	A	-	0.08	0
		SBT	A	-	-	-	A	-	-	-
		WB	B	-	-	-	B	-	-	-
		Intersection	-	-	-	-	-	-	-	-
8	Endsley Ln & Driveway C *(TWSC)*	EBL	A	-	0.00	0	A	-	0.00	0
		EBT	A	-	-	-	A	-	-	-
		WBT	-	-	-	-	-	-	-	-
		WBR	-	-	-	-	-	-	-	-
		SBL	A	-	0.00	0	A	-	0.00	0
		SBR	A	-	0.00	0	A	-	0.00	0
		SB	A	-	-	-	A	-	-	-
		Intersection	-	-	-	-	-	-	-	-



Figure 8: Intersection Volumes (AM Peak Hour)

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Project No: 249631001

August 2026

Kimley»Horn
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1530 Cornerstone Blvd, Ste. 200A, Daytona Beach, FL 32117
Phone: 386 271 0282



Figure 9: Intersection Volumes (PM Peak Hour)

New Smyrna Beach Sprouts | City of New Smyrna Beach

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5.3 TURN LANE WARRANT

The need for a right turn lane on the northbound movements on S Myrtle Ave was evaluated based on the thresholds established in the NCHRP Report 457 (output provided in **Appendix N**).

Per NCHRP Report 457 standards, the need for a major right-turn lane on the major approach is determined by comparing the right-turning volumes with the approach volume. While the need for a left turn lane is determined by comparing the left-turning volumes with the opposing volume. Based on the NCHRP standards:

- Intersection 5 – Myrtle & Driveway A
  - Northbound right turn lane **is not warranted**
  - Southbound left turn lane **is warranted**

- Intersection 6 – Myrtle & Driveway B
  - Northbound right turn lane **is not warranted**
  - Southbound left turn lane **is not warranted**

As preciously noted, a TWLTL is proposed between SR 44 & Endsley Ln which will address turn lane warrants.

5.4 DRIVEWAY QUEUES

Queueing along S Myrtle Avenue was requested for analysis by the City, therefore the following provides estimates of 95th percentile queues and existing driveway spacing.

At the intersection of SR 44 & S Myrtle Ave, the northbound right is expected to have queue lengths of 7.4 vehicles per lane (approximately 200 feet at 25 feet per vehicle rounded to the nearest vehicle) in the AM peak hour and 6.2 vehicles/lane (175 feet) in the PM peak hour, labeled as (1) in **Figure 10** and **Figure 11**.

And the northbound left is expected to have queue lengths of 2.9 vehicles per lane (75 feet) in the AM peak hour and 6.3 vehicles/lane (175 feet) in the PM peak hour, labeled as (2). The distance between the intersection's northbound stop bar and Driveway A along S Myrtle Ave is 300 feet. It is not anticipated that the queues will block trips into the site at Driveway A.

The southbound left into Driveway A is expected to have queue lengths of 0.2 vehicles per lane (25 feet) in the AM peak hour and 0.3 vehicles/lane (25 feet) in the PM peak hour, labeled as (3) in **Figure 10** and **Figure 11**.

And the southbound left into Driveway B is expected to have queue lengths of 0.2 vehicles per lane (25 feet) in the AM peak hour and 0.3 vehicles/lane (25 feet) in the PM peak hour, labeled as (4). Therefore, sufficient spacing is expected between queues at SR 44 & Myrtle and the driveways during the highest peak hour for ingress and egress.

Figure 10: Driveway Queues – AM Peak Hour

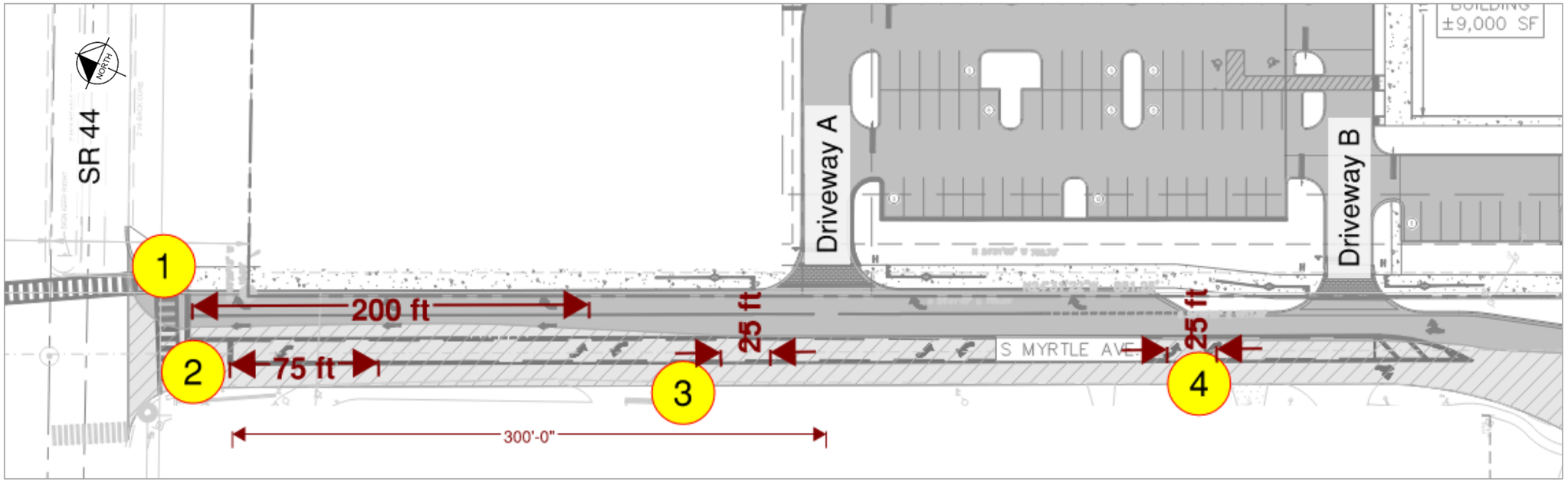
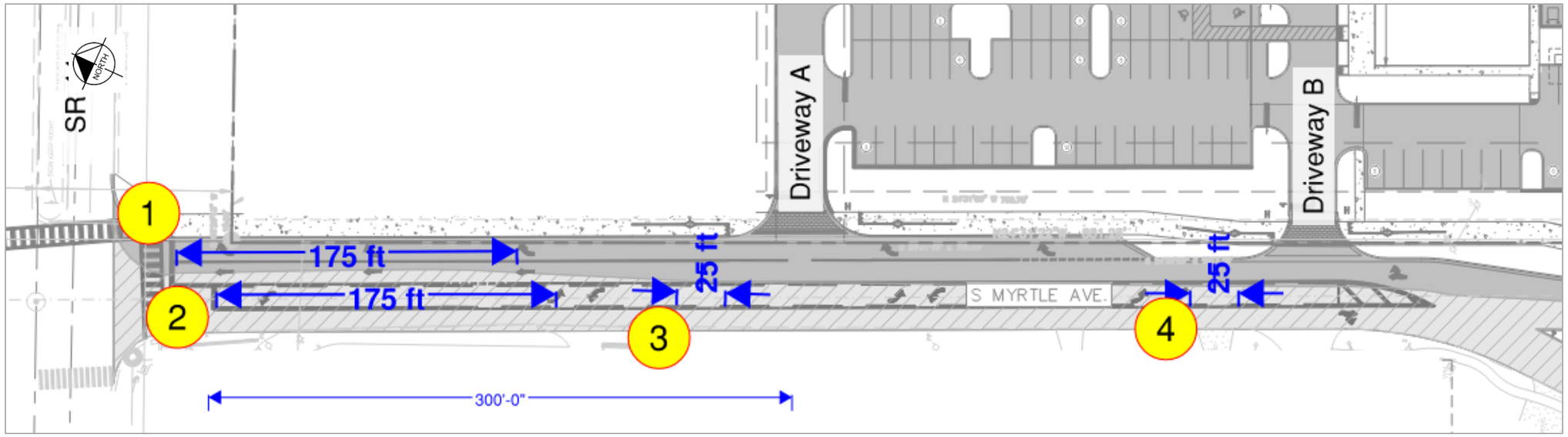


Figure 11: Driveway Queues – PM Peak Hour



6.0 SAFETY ASSESSMENT

6.1 CRASH HISTORY

A safety assessment was performed for four (4) study intersections. Five (5) years of historic crash data from 2021 to 2025 were obtained from the University of Florida's *Signal Four Analytics*. **Appendix O** shows the crash data. Data is summarized and shown in **Table 7**:

Table 7: Crash Summary

Intersection		Frequency (Crashes per year)	Crash Severity				Total Crashes	Most Recurring Crash Type
			No Injury	Injury	Serious Injury	Fatal		
1	SR 44 & Mission Dr	27.2	111	24	1	0	136	Rear End
2	SR 44 & S Myrtle Ave	4.4	12	6	3	1	22	Rear End
3	S Myrtle Ave & Endsley Ln	0.4	2	0	0	0	2	Rear End
4	10th St & S Myrtle Ave	1.8	8	1	0	0	9	Left Entering

The crashes at the intersection of SR 44 & Mission Dr were analyzed to identify crash factors. Of the 136 total crashes, 85% occurred during the day with more than 81% of them resulting in no injury. There were three (3) bicycle crashes and one (1) pedestrian crash. There was one (1) crash over the five-year period that involved alcohol and (3) crashes involved speeding.

The crashes at the intersection of SR 44 & S Myrtle Ave were further analyzed to identify crash factors. Of the 22 total crashes, 90% occurred during the day, with 12 resulting in no injury. A total of two (2) crashes over the five-year period involved aggressive driving, alcohol, or speeding. There was one (1) pedestrian crash. One (1) fatal crash was attributed to a failure to yield to oncoming traffic while making an eastbound U-turn at the intersection.

The crashes at the intersection of S Myrtle Ave & Endsley Ln were further analyzed to identify crash factors. Of the 2 total crashes, 100% occurred during the day with (2) of them resulting in no injury. Zero (0) crashes over the five-year period involved aggressive driving, alcohol or speeding.

The crashes at the intersection of 10th St & S Myrtle Ave were further analyzed to identify crash factors. Of the 9 total crashes, 89% occurred during the day with 89% of them resulting in no injury. A total of (0) crashes over the five-year period involved aggressive driving and no crashes were the result of alcohol or speeding.

6.2 SAFETY RECOMMENDATIONS

6.21 SIGNAL PHASING MODIFICATIONS

The one (1) fatal crash took place at Intersection 2 at SR 44 & S Myrtle Avenue due to the driver's failure to yield to oncoming traffic while making an eastbound U-turn at the intersection. The existing signal timing allows permissive left turns on the eastbound and westbound approach. While not operationally necessary for this development, it is recommended that the City work with Florida Department of Transportation (FDOT) to change signal timings and modify signal heads to enable protected plus permitted left turns on the eastbound and westbound approaches. This could provide drivers with additional time to make a protected left turn. As shown in **Table 8,** an operational analysis using Synchro software and HCM methodology of this permitted/protected eastbound left and westbound left movements result in acceptable LOS and sufficient capacity at the intersection.

Table 8: Intersection #2 Operational Analysis (2027) with Improvements

#	Intersection Name	Movement/ Approach/ Intersection	Buildout AM w. Improvements				Buildout PM w. Improvements			
			LOS	Delay (sec)	VC Ratio	Queue (veh/ln)	LOS	Delay (sec)	VC Ratio	Queue (veh/ln)
2	S Myrtle Ave & SR 44 *(signalized)*	**EBL**	A	9.4	0.12	1	A	10.0	0.12	1
		EBT	C	20.4	0.69	15	B	15.3	0.48	10
		EBR	C	20.5	0.69	15	B	15.3	0.48	10
		WBL	B	19.0	0.62	3	B	10.6	0.33	2
		WBT	B	13.4	0.39	8	B	14.4	0.47	10
		WBR	B	13.3	0.39	8	B	14.4	0.47	10
		NBL	D	40.2	0.39	3	D	43.5	0.63	8
		NBT	C	30.3	0.13	2	C	30.9	0.21	3
		NBR	C	34.3	0.50	6	C	32.5	0.35	4
		SBL	C	32.0	0.07	1	C	33.0	0.07	1
		SBT	-	0.0	0.00	0	-	0.0	0.00	0
		SBR	D	35.7	0.43	7	C	33.0	0.28	4
		NB	D	35.2	-	-	D	37.3	-	-
		SB	D	35.3	-	-	C	33.0	-	-
		EB	B	20.0	-	-	B	15.1	-	-
		WB	B	14.4	-	-	B	13.9	-	-
		Intersection	**C**	**20.8**	**-**	**-**	**B**	**18.8**	**-**	**-**

6.22 DRIVEWAY SAFETY ENHANCEMENTS

As part of the proposed improvement along S Myrtle Avenue, the project driveway will bisect the existing trail path at two locations. Safety enhancements such as enhanced crosswalks (stamped colored concrete), removable bollards and appropriate signs for trail crossing (consistent with the Manual on Uniform Traffic Control Devices) will be part of the buildout plans by the developer.

6.3 TRAIN BLOCKAGE

An active railroad crosses at Canal Street (west of US 1) and at 10th street (west of US 1) creating queues of vehicles when a train passes through. Concerns were expressed by City officials that queue stacking may block the intersection of S Myrtle Avenue & SR 44/Lytle or S Myrtle Avenue & 10th Street when there is train blockage. Therefore, queue data was collected on Tuesday, May 19 through Thursday, May 21 at both locations and provided in **Appendix P**.

At Canal Street, the maximum queue was 27 vehicles and the average queue of each day's maximum queue was 23 vehicles. Using an average vehicle length of 25 feet results in a potential 675 foot queue while the intersection of S Myrtle Avenue & Canal Street is approximately 1,050 feet away. At buildout in the PM peak hour, the project is expected to have the most vehicles turning northbound right at Canal Street & S Myrtle Avenue of 23 vehicles or 575 feet. The PM peak hour (4-6PM) maximum queue was counted as 17 vehicles or 425 feet. Even if 50% of PM peak hour trips stacked an existing 425 foot queue, this 712 foot queue would not extend beyond S Myrtle Avenue & Canal Street.

At 10th Street, the maximum queue was 23 vehicles and the average queue of each day's maximum queue was 18 vehicles. Using an average vehicle length of 25 feet results in a potential 575 foot queue while the intersection of S Myrtle Avenue & 10th Street is approximately 1,120 feet away. At buildout in the PM peak hour, the project is expected to have the most vehicles turning southbound left at 10th Street & S Myrtle Avenue of 56 vehicles or 1,400 feet. The PM peak hour (4-6PM) maximum queue was counted as 15 vehicles or 375 feet. Even if 50% of PM peak hour trips stacked an existing 375 foot queue, this 1,075 foot queue would not extend beyond S Myrtle Avenue & 10th Street.



Figure 12: Train Queueing at US 1

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Figure 13: Train Queuing at 10th Street

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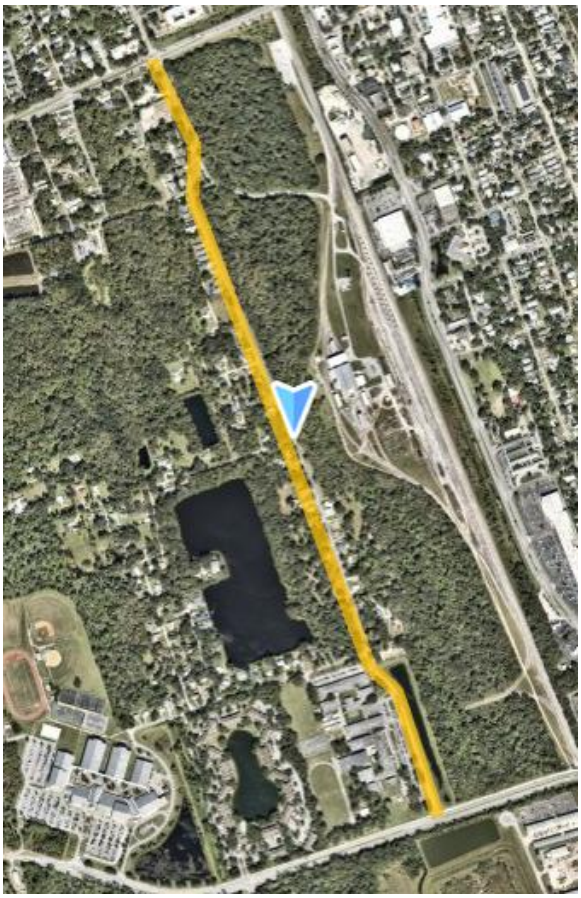
6.4 SPEEDING ON MYRTLE

Concerns were expressed that speeding occurs along S Myrtle Avenue which has a posted speed limit of 30 MPH. Therefore, speed data was collected on Tuesday, May 19 through Thursday, May 21 using a sensor placed at Cavedo Street as shown with the blue marker below:



Going northbound along S Myrtle Avenue, the three days worth of data had an 85th percentile speed of 31 MPH while the average speed was 26 MPH.

Going southbound along S Myrtle Avenue, the three days worth of data had an 85th percentile speed of 29 MPH while the average speed was 26 MPH.

With the posted speed of 30 MPH, the roadway's 85th percentile speeds are within reason. Speed data is provided in **Appendix Q**.

7.0 SEGMENT ANALYSIS

A segment analysis was conducted for Existing, Background, and Buildout scenarios.

Existing volumes (Year 2026) were determined using the following data sources:

1. SR 44 from I-95 to Mission Drive used 2026 PM peak hour TMC at SR 44 & Mission Drive (WB Approach + EB Departure)
2. SR 44 from Mission Drive to Live Oak Street used 2026 PM peak hour TMC at SR 44 & Mission Drive (EB Approach + WB Departure)
3. 10th Street from US 1 to S Myrtle Avenue used 2026 PM peak hour TMC at Myrtle & 10th (SB Approach + NB Departure)
4. Myrtle Avenue from SR 44 to 10th Street used 2026 PM peak hour TMC at SR 44 & Myrtle Avenue (NB Approach + SB Departure)

Background volumes (Year 2027) were developed by applying the annual growth rate to existing AADT. Five-year (2021 – 2025) historical growth rates have been calculated using FDOT Traffic Trends worksheet for the following FDOT cosites:

- Cosite 790515 represents SR 44 from I-95 to Mission Drive
- Cosite 790514 represents SR 44 from Mission Drive to Live Oak Street
- Cosite 798153 represents 10th Street from US 1 to S Myrtle Avenue

Cosite 790515 produced R2 values greater than 75% therefore the greatest R2 value regression was applied (2.7% - Decaying Exponential)

Cosite 790514 did not produce R2 values greater than 75%. An analysis of the last 10-year growth trend also did not produce sufficient R2 values, therefore Cosite 790515 growth rate was applied.

Cosite 798153 did not produce R2 values greater than 75%. An analysis of the last 10-year growth trend also did not produce sufficient R2 values, therefore a minimum 2% growth rate was applied.

S Myrtle Avenue from SR 44 to 10th Street used the greater growth rate of SR 44 and 10th Street (2.7%).

Buildout volumes (Year 2027) were calculated by adding project trips to the background scenario.

As shown in **Table 9**, all roadway segments under all scenarios operate with v/c ratios less than 1.0.

Capacities are based on Volusia County AADT spreadsheet (shown as **Appendix R**) or FDOT QLOS tables (shown as **Appendix S**), as noted in footnotes below.

Table 9: Roadway Segment Analysis

Segment #	Road	Limits		Peak Two-Way Capacity[1]	Existing 2026		Background 2027				Buildout 2027			
		From	To		2026 PM Peak[4]	V/C Ratio	Growth Rate	Vested Trips[5]	2027 PM Peak	V/C Ratio	PM Peak Hour Trips = 327		2027 PM Peak	V/C Ratio
											% Assign	Project Trips		
1	SR 44	I-95	Mission Dr	3,580	2,709	0.76	2.7%	76	2,782	0.78	23.0%	75	2,857	0.80
2	SR 44	Mission Dr.	Live Oak St.	3,580	2,375	0.66	2.7%	76	2,439	0.68	33.0%	108	2,547	0.71
3	10th Street	US 1	S Myrtle Ave	3,290[2]	650	0.20	2.0%	0	663	0.20	34.0%	111	774	0.24
4	Myrtle Avenue	SR 44	10th Street	1,950[3]	406	0.21	2.7%	20[6]	417	0.21	61%	199	616	0.32

Notes:

[1] *Per Volusia County 2023 AADT Spreadsheet unless otherwise noted*

[2] *FDOT QLOS 2023 - Peak Hour Two-Way, C3C, 4-lane, LOS D*

[3] *FDOT QLOS 2023 - Peak Hour Two-Way, C3C, 2-lane, LOS D*

[4] *Sum of arrivals + departures based on 2026 TMC*

[5] *Volusia County vested 2023 database dated 02/26/2026 - Shellpoint (43 vested) and Oakwood Cove (33 vested)*

[6] *Volusia County vested database did not show vested trips along Myrtle. However, a parcel along Myrtle is currently under construction. Therefore, ITE 12th Edition for LUC 220 - Multifamily at 50 dwelling units was used*

8.0 CONCLUSION

This traffic impact analysis was performed to assess the traffic impacts associated with a planned development comprised of commercial uses to be located in the City of New Smyrna Beach, Florida. The proposed development is situated at the southeast corner of SR 44 (Lytle Ave) and S Myrtle Ave. The development has an expected buildout in 2027.

Based on trip rates from the latest ITE *Trip Generation Manual*, a total of 3,555 new daily trips, 181 new AM peak hour trips (111 inbound and 70 outbound), and 327 new PM peak hour trips (155 inbound and 172 outbound) at the project driveways.

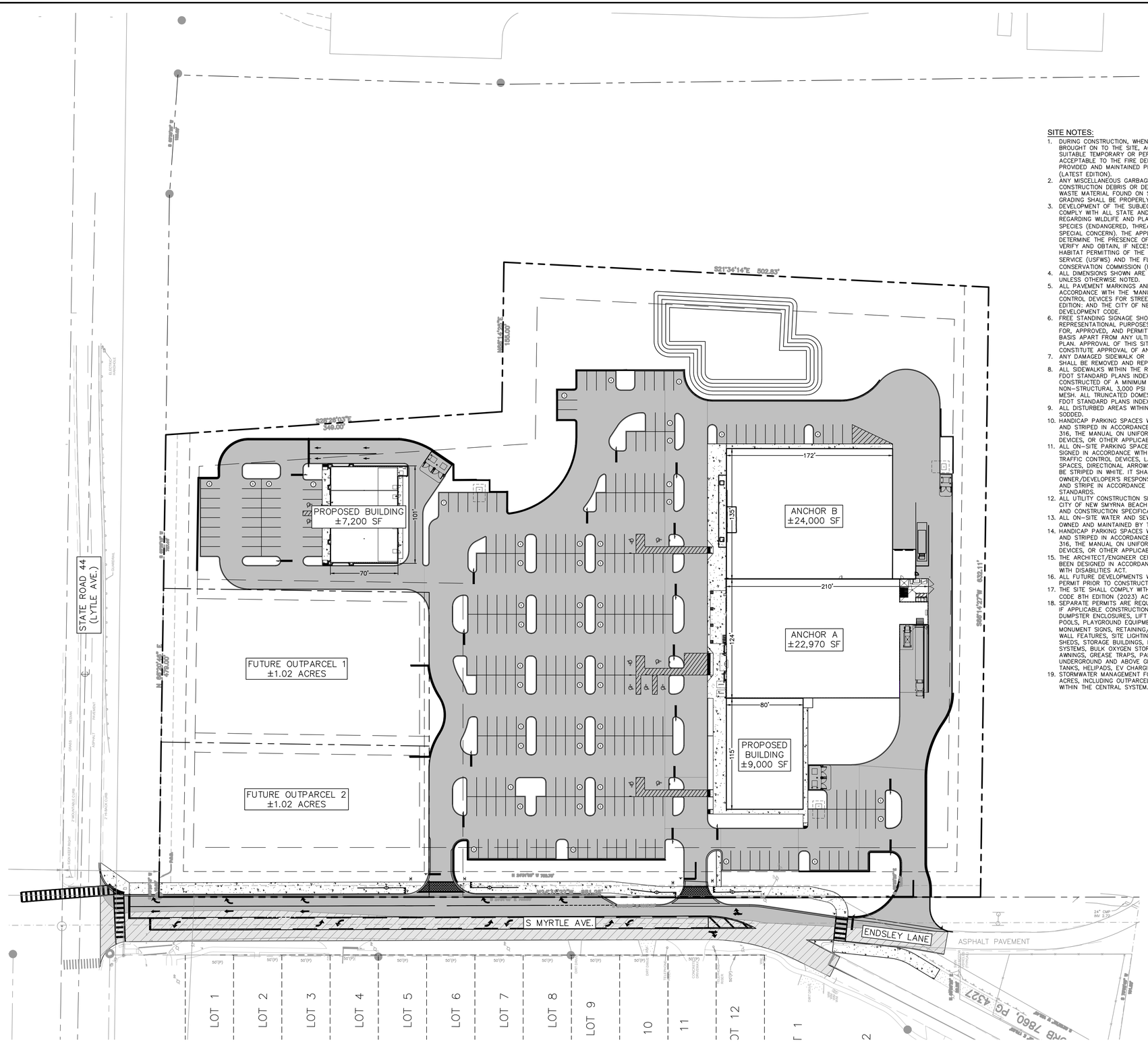
Intersection operational analyses were performed for the study area intersections under existing and future scenarios. Based on the operational analysis, one (1) study area intersection at SR 44 & Mission Drive/Wallace Road had movements that are over capacity prior to buildout. FDOT is expected to mitigate these capacity deficiencies with added turn lanes and signal timing optimization. With the improvements in place, no new deficiencies were identified in buildout conditions as a result of project trips.

While not an operational requirement associated with this project, the developer has proposed to modify the south leg of the intersection of SR 44 & Myrtle Avenue to provide an exclusive northbound right-turn lane at the intersection in addition to the provision of a two-way left-turn lane on Myrtle Avenue between Endsley Lane and SR 44 along the site frontage. With this improvement in place, operations at the intersection of SR 44 & Myrtle Avenue would improve beyond the results shown within this study.

Based on queue data collection and analysis, existing queues plus anticipated queues from project trips are not anticipated to extend to Myrtle Avenue from the railroad crossings at Canal Street or 10th Street (west of US 1). Based on speed data collection and analysis, 85th percentile and average speeds do not exceed the 30 MPH posted speed limit (within 5 MPH). Driveway improvements could include enhanced crosswalks (stamped colored concrete), concrete median at the path crossing, and appropriate signs for trail crossing. And adjusting signal phasing at SR 44 & S Myrtle Avenue will enhance safe movement for left-turning movements on the major approaches.

A segment analysis was conducted where all roadway segments under all scenarios operate within acceptable levels of service and v/c ratios less than 1.0.

APPENDIX A
Site Plan



GRAPHIC SCALE IN FEET
0 25 50 100

SITE NOTES:

1. DURING CONSTRUCTION, WHEN COMBUSTIBLES ARE BROUGHT ON TO THE SITE, ACCESS ROADS AND A SUITABLE TEMPORARY OR PERMANENT SUPPLY OF WATER ACCEPTABLE TO THE FIRE DEPARTMENT SHALL BE PROVIDED AND MAINTAINED PER CHAPTER 16, NFPA 1 (LATEST EDITION).
2. ANY MISCELLANEOUS GARBAGE, WASTE AND CONSTRUCTION DEBRIS OR DEMOLITION DEBRIS - OR WASTE MATERIAL FOUND ON SITE DURING CLEARING AND GRADING SHALL BE PROPERLY DISPOSED OF OFF-SITE.
3. DEVELOPMENT OF THE SUBJECT PROPERTY SHALL COMPLY WITH ALL STATE AND FEDERAL REGULATIONS REGARDING WILDLIFE AND PLANTS LISTED AS IMPERILED SPECIES (ENDANGERED, THREATENED, OR SPECIES OF SPECIAL CONCERN). THE APPLICANT IS RESPONSIBLE TO DETERMINE THE PRESENCE OF THESE CONCERN AND TO VERIFY AND OBTAIN, IF NECESSARY, ANY REQUIRED HABITAT PERMITTING OF THE U.S. FISH AND WILDLIFE SERVICE (USFWS) AND THE FLORIDA FISH & WILDLIFE CONSERVATION COMMISSION (FWC).
4. ALL DIMENSIONS SHOWN ARE SHOWN AT FACE OF CURB, UNLESS OTHERWISE NOTED.
5. ALL PAVEMENT MARKINGS AND SIGNAGE SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS," LATEST EDITION; AND THE CITY OF NEW SMYRNA BEACH LAND DEVELOPMENT CODE.
6. FREE STANDING SIGNAGE SHOWN ONLY FOR REPRESENTATIONAL PURPOSES, AND MUST BE APPLIED FOR, APPROVED, AND PERMITTED ON AN INDIVIDUAL BASIS APART FROM ANY ULTIMATELY APPROVED SITE PLAN. APPROVAL OF THIS SITE PLAN DOES NOT CONSTITUTE APPROVAL OF ANY SIGNAGE.
7. ANY DAMAGED SIDEWALK OR CURB WITHIN THE R.O.W. SHALL BE REMOVED AND REPLACED.
8. ALL SIDEWALKS WITHIN THE R.O.W. SHALL COMPLY WITH FDOT STANDARD PLANS INDEX #522-001 AND BE CONSTRUCTED OF A MINIMUM 6" THICK FDOT CLASS I NON-STRUCTURAL 3,000 PSI CONCRETE WITH FIBER MESH. ALL TRUNCATED DOMES SHALL BE INSTALLED PER FDOT STANDARD PLANS INDEX #522-002.
9. ALL DISTURBED AREAS WITHIN THE R.O.W. WILL BE SODDED.
10. HANDICAP PARKING SPACES WILL BE PROPERLY SIGNED AND STRIPED IN ACCORDANCE WITH FLORIDA STATUTE 316, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, OR OTHER APPLICABLE STANDARDS.
11. ALL ON-SITE PARKING SPACES WILL BE STRIPED AND SIGNED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION. PARKING SPACES, DIRECTIONAL ARROWS, AND STOP BARS SHALL BE STRIPED IN WHITE. IT SHALL BE THE OWNER/DEVELOPER'S RESPONSIBILITY TO PROPERLY SIGN AND STRIPE IN ACCORDANCE WITH APPLICABLE STANDARDS.
12. ALL UTILITY CONSTRUCTION SHALL COMPLY WITH THE CITY OF NEW SMYRNA BEACH UTILITIES RULES, DESIGN, AND CONSTRUCTION SPECIFICATIONS, LATEST EDITION.
13. ALL ON-SITE WATER AND SEWER FACILITIES SHALL BE OWNED AND MAINTAINED BY THE OWNER/ DEVELOPER.
14. HANDICAP PARKING SPACES WILL BE PROPERLY SIGNED AND STRIPED IN ACCORDANCE WITH FLORIDA STATUTE 316, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, OR OTHER APPLICABLE STANDARDS.
15. THE ARCHITECT/ENGINEER CERTIFIES THAT THE SITE HAS BEEN DESIGNED IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT.
16. ALL FUTURE DEVELOPMENTS WILL NEED TO APPLY FOR PERMIT PRIOR TO CONSTRUCTION.
17. THE SITE SHALL COMPLY WITH THE FLORIDA BUILDING CODE 8TH EDITION (2023) ACCESSIBILITY.
18. 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.
19. STORMWATER MANAGEMENT FOR THE ENTIRE 11.37 ACRES, INCLUDING OUTPARCELS WILL BE PROVIDED FOR WITHIN THE CENTRAL SYSTEM.

SITE DATA:

TOTAL SITE AREA:	11.37 ACRES / 495,135.80 SF
EXISTING ZONING:	LIGHT INDUSTRY (I-1)
FUTURE LAND USE:	INDUSTRIAL MIXED USE (IMU)
EXISTING USE:	VACANT (WOODED)
PROPOSED USE:	COMMERCIAL RETAIL

	PHASE 1 (9.33 AC)	PHASE 2 (2.04 AC)
MAX. BUILDING HEIGHT:	45 FT	45 FT
MIN. LOT SIZE:	1.00 AC	0.50 AC
MIN. BUILDING SEPARATION:	0 FT	20 FT
MAX. INDIVIDUAL BUILDING SIZE:	25,000 SF	11,325 SF
MAX. F.A.R.	0.5	0.5
MAX. BUILDING COVERAGE: 25%	2.33 AC	0.26 AC
MIN. OPEN SPACE: 20%	1.87 AC	0.41 AC
MIN. NATURAL VEGETATION: 15%	1.40 AC	0.31 AC
MIN. INTERIOR LANDSCAPING: 10%	0.93 AC	0.20 AC
MAX. IMPERVIOUS: 80%	7.46 AC	1.63 AC
MIN. BUILDING SETBACKS:	PHASE 1 (9.33 AC)	PHASE 2 (2.04 AC)
NORTH	35 FT	35 FT
EAST	35 FT	10 FT
WEST	50 FT	50 FT
SOUTH	35 FT	10 FT

*REQUIRED 10 FT INTERIOR SETBACK BETWEEN OUTPARCELS

MIN. LANDSCAPE BUFFERS	PHASE 1 (9.33 AC)	PHASE 2 (2.04 AC)
NORTH	25 FT	25 FT
EAST	N/A	N/A
WEST	25 FT	25 FT
SOUTH	25 FT	5 FT

REQUIRED PARKING	PHASE 1 (9.33 AC)	PHASE 2 (2.04 AC)
RETAIL 4/SP/1,000 SF (63,970 SF)	25 FT	MINIMUM PARKING REQUIRED FOR PHASE 2 TO BE PROVIDED PER THE LDR AND THE PROPOSED USE
REGULAR 10' X 20'	249 SPACES	
ADA SPACES (201-300 PROVIDED)	7 SPACES	
TOTAL:	263 SPACES	

PROVIDED PARKING	PHASE 1 (9.33 AC)	PHASE 2 (2.04 AC)
STANDARD SPACES	293 SPACES	MINIMUM PARKING REQUIRED FOR PHASE 2 TO BE PROVIDED PER THE LDR AND THE PROPOSED USE
ADA SPACES	11 SPACES	
TOTAL:	304 SPACES	

*NOT TO EXCEED 120% OF MINIMUM REQUIREMENT

OPEN SPACE / IMPERVIOUS (PHASE 1):

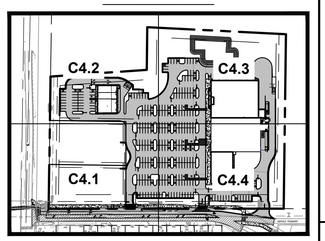
PROVIDED OPEN SPACE:	3.31 AC / 35.48%
PROPOSED IMPERVIOUS:	
SIDEWALK	0.23 AC
ASPHALT	4.31 AC
BUILDING	1.47 AC
TOTAL:	6.01 AC (64.42%)

INTERIOR LANDSCAPING CALCS (PHASE 1):

REGULAR PARKING SPACES – 293	293 X 20' X 10' = 58,600 SF / 1.35 AC
ADA PARKING SPACES – 11	11 X 20' X 17' = 3,740 SF/ 0.08 AC
PARKING AISLE PAVEMENT	58,333 SF / 1.34 AC
TOTAL:	120,673 SF / 2.77 AC

10% OF PARKING = 0.28 AC OF INTERIOR LANDSCAPE ISLANDS REQUIRED

KEY MAP



LEGEND

- PROPERTY LINE (TYP.)
- PROPOSED LIGHT DUTY ASPHALT PAVEMENT (SEE DETAIL SHEET C7.1)
- PROPOSED CONCRETE SIDEWALK (SEE DETAIL SHEET C7.1)
- PROPOSED STAMPED CONCRETE (SEE DETAIL SHEET C7.1)
- PROPOSED MILL AND RESURFACE (SEE DETAIL SHEET C7.1)
- PROPOSED HEAVY DUTY CONCRETE FOR DUMPSTER ENCLOSURE (SEE DETAIL SHEET C7.1)
- EXISTING CONCRETE SIDEWALK
- EXISTING PAVEMENT SIDEWALK

Always call 811 two full business days before you dig to have underground utilities located and marked.

Sunshine811.com

No.	REVISIONS	DATE	BY

Kimley»Horn

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PHONE: (407) 898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL
BRENT A LENZEN, P.E.
FL LICENSE NUMBER 78537
DATE: 06/25/2026

KHA PROJECT 249631001
DATE 06/25/2026
SCALE AS SHOWN
DESIGNED BY DRN
DRAWN BY DRN
CHECKED BY BAL

OVERALL SITE PLAN

SHOPS OF NEW SMYRNA BEACH

FL
NEW SMYRNA BEACH

SHEET NUMBER
C4.0

Plotted By:Smith, Russell Sheet Set:SHOPS OF NEW SMYRNA BEACH Layout:C4.0 June 25, 2026 02:57:39pm K:\ORL_Civil\249631001-New Smyrna Beach Sprouts\CADD\CONST\PlanSheets\C4.1-SITE.dwg
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APPENDIX B
Traffic Impact Analysis Methodology

Comment Response Letter dated June 2026

June 25, 2026

Jeff Gove
City of New Smyrna Beach
Development Services

Tiffany Hill
Florida Department of Transportation
Systems Planning & Growth Management

RE: ***Response to Comments Letter – New Smyrna Beach Sprouts Methodology***

Kimley-Horn and Associates, Inc. received comments on the proposed Methodology for the New Smyrna Beach Sprouts Traffic Impact Analysis (TIA) and associated documentation from the City of New Smyrna Beach and the Florida Department of Transportation. This letter provides responses to the agency comments and a summary of how they were incorporated into the TIA.

City Comments dated June 17, 2026 from Kittelson & Associates, Inc.

1. Trip Distribution and Trip Assignment.
   The modified distribution shown in the attachment sent on June 16th is approved for use in the traffic impact analysis. As the model does not include Myrtle Avenue, please provide a figure in the traffic impact study that clearly shows the distributions on each segment of roadway in the study after modifications to the model plot.

   Response: These figures are provided in the TIA as Figure 2 and Figure 3.

2. Multimodal Analysis.
   As it is not explicitly stated within the multimodal analysis section of the methodology, please include discussion of how the trail along the western edge of the property (and crossing Endsley Lane at the proposed access point to the development) will be modified as part of the proposed project.

   Response: Modifications to the trail along the project frontage are detailed the Site Plan shown as Appendix A of the TIA.

3. Table 2 – Roadway Segment Significance Test.
   Please update Table 2 to include the proposed distribution on Canal Street.

   Response: Canal Street was checked for significance and, as shown below in the updated significance test, the project impacts do not meet the five-percent threshold:

Road Name	Limits		PEAK 2Way LOS Capacity	Critical / Near Critical or Direct Connection	PM Peak Hour Trips = 270		% Significant	Segment Impact?	Study Area?
	From	To			% Assign	Project Trips			
Airport Rd.	Tymber Creek Rd.	Pineland Tr.	2,930	None		0	0.0%	No	
Airport Rd.	Pineland Tr.	Sunshine Blv	2,930	None		0	0.0%	No	
Airport Rd.	Sunshine Blvd.	US 1	2,930	None		0	0.0%	No	
Airport Rd.	Williamson Blvd	Pioneer Tr.	2,930	None		0	0.0%	No	
Airport Rd.	Pioneer Tr.	Luna Bella Ln	3,080	None		0	0.0%	No	
Airport Rd.	Luna Bella Ln.	SR 44	3,080	None		0	0.0%	No	
Glencoe Rd.	Taylor Rd.	Paige Ave.	1,150	None		0	0.0%	No	
Glencoe Rd.	Paige Ave.	SR 44	1,020	None	0%	0	0.0%	No	
Glencoe Rd.	SR 44	Pioneer Tr.	1,020	None	0%	0	0.0%	No	
Josephine St.	Old Mission Rd.	Tatum Blvd.	1,020	None		0	0.0%	No	
10th St.	Tatum Blvd.	US 1	1,270	None		0	0.0%	No	
Maytown Rd.	SR 415/New Smyrn	Pell Rd.	1,490	None		0	0.0%	No	
Maytown Rd.	Pell Rd.	Beacon Light	820	None		0	0.0%	No	
Mission Dr.	SR 44	Old Mission F	3,220	None	2%	5	0.2%	No	
Old Mission Rd.	SR 442	Park Ave.	1,150	None	2%	5	0.5%	No	
Old Mission Rd.	Park Ave.	Josephine St	1,270	None	2%	5	0.4%	No	
Old Mission Rd.	Josephine St.	Mission Rd.	3,220	None	2%	5	0.2%	No	
Old Mission Rd.	Mission Dr.	SR 44	1,150	None	2%	5	0.5%	No	
Pioneer Tr.	SR 44	Tomoka Farm	1,490	None	0%	0	0.0%	No	
Pioneer Tr.	Tomoka Farms Rd.	Airport Rd.	1,150	None	0%	0	0.0%	No	
Pioneer Tr.	Airport Rd.	Turnbull Bay	1,150	None	2%	5	0.5%	No	
Pioneer Tr.	Turnbull Bay Rd.	Sugar Mill Dr.	1,020	None	2%	5	0.5%	No	
Pioneer Tr.	Sugar Mill Dr.	Williams Rd.	1,150	None	2%	5	0.5%	No	
Pioneer Tr.	Williams Rd.	Enterprise Av	1,150	None	2%	5	0.5%	No	
Pioneer Tr.	Enterprise Ave.	Jungle Rd.	1,020	None	2%	5	0.5%	No	
Pioneer Tr.	Jungle Rd.	Canal St.	1,020	None	2%	5	0.5%	No	
Samsula Dr.	Pioneer Tr.	SR 44	1,490	None		0	0.0%	No	
Sugar Mill Dr.	Pioneer Tr.	SR 44	1,150	None		0	0.0%	No	
Turnbull Bay Rd.	Pioneer Tr.	Williams Rd.	1,150	None	1%	3	0.2%	No	
Turnbull Bay Rd.	Williams Rd.	Industrial Par	1,150	None	1%	3	0.2%	No	
Turnbull Bay Rd.	Industrial Park Ave.	US 1	1,020	None	1%	3	0.3%	No	
Wallace Rd.	Canal St	Pioneer Tr.	1,330	None	3%	8	0.6%	No	
Williams Rd.	Pioneer Tr.	Mooneyham D	1,150	None	0%	0	0.0%	No	
Williams Rd.	Mooneyham Dr.	Turnbull Bay	1,020	None	0%	0	0.0%	No	
SR 44	Samsula Dr.	Airport Rd	4,020	None	0%	0	0.0%	No	
SR 44	Airport Rd.	I-95	3,580	None	0%	0	0.0%	No	
SR 44	I-95	Mission Dr	3,580	Near Critical	23%	62	1.7%	No	**Yes**
SR 44	Mission Dr.	Live Oak St.	3,580	Direct Connection	33%	89	2.5%	No	**Yes**
S Causeway (SR 44)	Live Oak St.	Peninsula Av	3,580	None	19%	51	1.4%	No	
S Causeway (SR 44)	Peninsula Ave.	Saxon Dr.	3,580	None	17%	46	1.3%	No	
S Causeway /Atlantic Ave. (SR 44	Saxon Dr.	6th Ave.	3,580	None	0%	0	0.0%	No	
Canal Street	Lytle Ave. (SR 44)	Pioneer Tr.	1,600	None	1%	3	0.2%	No	
Canal Street	Pioneer Tr.	US 1	1,600	None	14%	38	2.4%	No	
10th St	US 1	S Myrtle Ave	3,290	None	34%	92	2.8%	No	

4. Study Area
While not part of the Volusia County roadway network, please include Myrtle Avenue in your analysis from 10th Street to Canal Street using peak hour approach and/or departure volumes from the traffic counts.

Response: The segment analysis in Table 9 of the TIA provides this analysis.

5. Study Area.
Please confirm the location of Driveway C. The site plan indicates that this access point is on Endsley Lane.

Response: Confirmed, Driveway C (Study Intersection 8) is on Endsley Lane. This is

shown in Figure 1 of the TIA and in Appendix A with the site plan in the TIA.

6. Figure 1 Project Location. The methodology indicates that the study area will be shown on this figure. Please provide a figure showing the study area and intersections.

   Response: This Figure 1 in the TIA includes the study area and intersections.

7. Intersection Analysis/Site Plan. The current site plan has four intersections (three full-access project driveways and the intersection of Myrtle Avenue/Endsley Lane) within a 500 foot segment. The proposed intersection analysis using HCM methodologies within Synchro does not address the interaction between adjacent intersections. Please include queuing analysis of all movements on Myrtle Avenue from SR 44 through the project site area and demonstrate that the proposed access points are adequately spaced. With the traffic impact study, please submit a figure or updated site plan with the location of the proposed access points and the movements anticipated at each access point.

   Response: Section 5.4 of the TIA provides Figure 8 showing sufficient spacing to accommodate queues without blocking proposed access points.

FDOT Comments dated June 23, 2026 from FDOT District 5 Planning

Overall comment: It seems the majority of prior comments were not addressed, and the methodology is still resulting in unrealistically high background volumes on the SR 44 segments. Please include a response to comments to acknowledge that these comments have been received.

Response: Kimley-Horn did not receive prior comments submitted to the City of New Smyrna Beach on March 30, 2026. Responses to both sets are provided below.

1. Pass-by Trip Reduction: The report states that pass-by trips were capped at 10% of adjacent street traffic, however the actual peak-hour reduction was not capped (cap of 220 trips in the PM peak hour based on footnote 3 of Table 1, however the applied reduction was 775-345=430).

   a. Please revise the trip generation based on the noted cap for Daily, AM, and PM.
   b. Based on this correction, please review the significance calculations in Table 3.

   Follow-up comment: The pass-by limit has been updated to be consistent with methodology requirements. However, please make sure the pass-by trips calculations are applied correctly. For example, Daily Pass-by trips for Shopping Plaza should be [5,636 x (100%-15.4%) x 40% = 1,907] instead of 2,037. Based on this correction, please review the significance calculations and update accordingly.

   Response: The trip generation for the proposed project has been revised and is summarized in Table 5 of the TIA. Additionally, the segment-based significance test is provided in the response to the City of New Smyrna Beach's Comment #3.

2. Table 4 Segment Analysis: Please make the following corrections and revise the study conclusions if necessary.

   a. The Volusia County Traffic Count spreadsheet is referenced but not included. Please include the Volusia County Count spreadsheet to verify the 2022 counts.
   b. For the segment of SR 44 from I-95 to Mission Dr, the study assumes a 2022 peak-hour 2-way volume of 3,240. However, based on the FDOT synopsis report for cosite 790515, the observed peak hour volume at this location in 2024 is 2,739. Please revise the existing volume for this segment.

   Follow-up comment: The requested source data was not provided and the estimated 2026 segment volumes are still unrealistically high. For example, the cosite 790514 synposis shows a recorded 2025 volume of 1,764 on SR 44 between Mission Drive and Live Oak St, however, the study assumed a 2026 estimated PM peak hour volume of 2,511 (42.3% higher than the recorded 2025 counts). Similarly, as previously mentioned, cosite 790515 showed a volume of 2,739 in 2024, while the study assumes a volume of 4,050 in 2026 (47.8% higher than recorded 2024 counts).

   Overall, the study methodology results in highly overestimated counts. To reflect 2026 traffic conditions, please use TMC to be collected during traffic study to establish traffic volumes for existing conditions.

Response: The Volusia AADT spreadsheet is provided in the TIA as Appendix R. Additionally, counts have been revised and are explained in Section 7.0 Segment Analysis of the TIA.

c. For future volumes, the growth rates were swapped. 2.51% should be applied to the segment from I-95 to Mission Dr, and 5.84% to the segment of Mission Dr to Live Oak St. Please revise the growth rates.

Follow-up comment: It is not clear why cosite 790515 was removed from the analysis. Per the previous submittal, that cosite resulted in a 2.51% growth rate for SR 44 from I-95 to Mission Dr. Instead, this study is incorrectly using the 5.84% growth rate from 790514, resulting in further overestimation. Please revise the growth rates based on the correct cosites (790515 for SR 44 from I-95 to Mission Dr and 790514 for Mission Dr to Live Oak St) and ensure most recent available data (up to 2025) are used in trends analysis.

Response: Most recent 2025 FDOT data is now being used for growth trends analysis and is shown as Appendix H of the TIA.

d. For future volumes, the growth rates seem to have been applied exponentially. Note that the FDOT trends tool recommended growth rates are calculated based on a linear gradient from the existing to the future year volume (so even if the method to determine the future year is exponential, the output growth rate is linear). Please revise the growth calculations based on the linear formula (G = 1 + (g*n_years)).

Response: The revised historic growth rates are now being applied linearly as shown in section 7.0 Segment Analysis.

Follow-up comment: The growth rates still appear to be applied exponentially. Per prior comments, the Trends Tool Growth Rate to Design Year is calculated based on a straight line between the regression values for the existing year and design year. Please revise the growth calculations based on the linear formula (G = 1 + (g*n_years)). For example, SR 44 segment from I-95 to Mission Dr should be 4,015 in 2026 instead of 4,050. See below:

(3,420 x (1+(5.8%x3))) = 4,015 instead of (3,420 x (1+(5.8%)) ^3)) = 4,050

Response: The revised historic growth rates are now being applied linearly as shown in section 7.0 Segment Analysis.

We trust these responses will provide the additional information as requested. Please feel free to contact our office if you have any questions.

Sincerely,

KIMLEY-HORN

Adam Burghdoff, P.E.

ENCLOSED: TIA dated June 2026

Methodology dated April 2026

Kimley»Horn

MEMORANDUM

To: Jeff Gove, AICP
Chief Planner
City of New Smyrna Beach, FL

Stephanie Doster, AICP
Planning Manager
City of New Smyrna Beach, FL

From: Emanuelle D. Rodriguez, P.E.
Kimley-Horn and Associates, Inc.

Date: April 2, 2026

Subject: Traffic Impact Analysis Methodology
New Smyrna Beach Sprouts
City of Daytona Beach, FL

ORIGINAL METHODOLOGY

Purpose

Kimley-Horn has been retained to prepare a Traffic Impact Analysis (TIA) for the above referenced project to accompany applications submitted to the City of New Smyrna Beach and Volusia County for site plan permits. The following is a TIA methodology outline for the project. The forthcoming TIA will follow the methodology herein and the policies and guidelines of the City of New Smyrna Beach, Volusia County, and the Volusia Flagler Transportation Planning Organization (VFTPO).

Project Description

The New Smyrna Beach Sprouts consists of ±11.37 acres of land located in the southeast corner of SR 44 and S Myrtle Ave (Volusia County Parcel ID 741923000041 in the City of New Smyrna Beach, FL.

The vacant area is planned to be developed as:

- 63,970 square foot shopping plaza with supermarket.
- 2,000 square foot coffee/donut shop with drive-through window
- 3,000 square foot fast-food restaurant with drive-through window

The buildout is anticipated for Year 2027.

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Access to the parent tract is to be provided via the following three (3) driveways:

- **S Myrtle Ave:** two (2) driveways
- **Endsley Ln:** one (1) driveway

Within the TIA, the access points will be evaluated for the most appropriate access configuration.

The project driveways, along with planned internal connectivity roads, are also shown in a concept plan provided in **Attachment A**. It is acknowledged that the conceptual plans used as exhibits in this TIA methodology and forthcoming TIA are considered supplemental information, and that approvals of the TIA methodology and TIA will not also constitute approval of the conceptual plans.

Trip Generation

Trip generation for the proposed project was calculated per procedures published in the Institute of Transportation Engineer's (ITE) *Trip Generation Manual, 12th Edition*. The following Land Use Codes (LUC) were used to represent the development:

- LUC 821, Shopping Plaza (40K – 150K) (w/ Supermarket-YES)
- LUC 937, Coffee/Donut Shop with drive-through window
- LUC 934, Fast-Food Restaurant with drive-through window

Internal capture reductions were taken using procedures published in the ITE *Trip Generation Manual, 3rd Edition*. Per VFTPO TIA Guidelines, internal capture rates do not exceed 20% of the gross project trips. Pass-by reductions were applied to the fast-food restaurant use on the project site, reducing the number of net new external trips accessing the development. Pass-by reductions were applied using procedures published in the ITE *Trip Generation Manual, 12th Edition*. Per VFTPO TIA Guidelines, pass-by reductions were confirmed to be less than 14% of the adjacent roadway (SR 44) traffic.

Relevant excerpts from the ITE *Trip Generation Manual* and *Trip Generation Handbook*, along with internal capture calculation spreadsheets, are included in **Attachment B**. **Table 1** provides the Daily, AM peak hour, and PM peak hour trip generation summaries for the project site.

ORIGINAL METHODOLOGY

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Table 1: Trip Generation Summary

Proposed Rezoning											
Daily	**Land Use**	**ITE LUC[1]**	**Size**	**Units**	**ITE Trip Rate[1]**	**Daily**					
						Total	**In[1]**		**Out[1]**	
	Shopping Plaza (40K-150k) (w/ Supermarket-YES)	821	**63.97**	KSF	94.51	6,046	*50%*	3,023	*50%*	3,023
	Coffee/Donut Shop with Drive-Through Window	937	**2**	KSF	600.50	1,201	*50%*	601	*50%*	600
	Fast-Food Restaurant with Drive-Through Window	934	**3**	KSF	448.12	1,344	*50%*	672	*50%*	672
	Total Generated Trips					**8,591**	**4,296**		**4,295**	
	Internal Capture[2] =	*19.9%*	*(see attached capture matrices)*			1,710	*855*		*855*	
	Net External Trips					**6,881**	**3,441**		**3,440**	
	Pass-By 14% Cap					*2,205*	*1,103*		*1,103*	
	New External Trips					**4,676**	**2,339**		**2,338**	
AM Peak Hour	**Land Use**	**ITE LUC[1]**	**Size**	**Units**	**ITE Trip Rate[1]**	**AM Peak Hour**				
						Total	**In[1]**		**Out[1]**	
	Shopping Plaza (40K-150k) (w/ Supermarket-YES)	821	**63.97**	KSF	3.54	226	*60%*	136	*40%*	90
	Coffee/Donut Shop with Drive-Through Window	937	**2**	KSF	85.41	171	*51%*	87	*49%*	84
	Fast-Food Restaurant with Drive-Through Window	934	**3**	KSF	33.24	100	*51%*	51	*49%*	49
	Total Generated Trips					**497**	**274**		**223**	
	Internal Capture[2] =	*9.3%*	*(see attached capture matrices)*			46	25		21	
	Net External Trips					**451**	**249**		**202**	
	Pass by Trips[3] =	*40.0%*	*of external Shopping Plaza trips*			81	*41*		40	
	Pass by Trips[3] =	*50.0%*	*of external Fast-Food trips*			45	*23*		22	
	Pass by Trips[3] =	*83.0%*	*of external Coffee/Donut Shop tri*			*129*	*65*		*64*	
	Total Pass by Trips					*255*	*129*		*126*	
	New External Trips					**196**	**120**		**76**	
PM Peak Hour	**Land Use**	**ITE LUC[1]**	**Size**	**Units**	**ITE Trip Rate[1]**	**PM Peak Hour**				
						Total	**In[1]**		**Out[1]**	
	Shopping Plaza (40K-150k) (w/ Supermarket-YES)	821	**63.97**	KSF	8.58	549	*49%*	269	*51%*	280
	Coffee/Donut Shop with Drive-Through Window	937	**2**	KSF	39.00	78	*50%*	39	*50%*	39
	Fast-Food Restaurant with Drive-Through Window	934	**3**	KSF	31.60	95	*52%*	49	*48%*	46
	Total Generated Trips					**722**	**357**		**365**	
	Internal Capture[2] =	*16.9%*	*(see attached capture matrices)*			122	60		62	
	Net External Trips					**600**	**297**		**303**	
	Pass by Trips[3] =	*40.0%*	*of external Shopping Plaza trips*			183	92		91	
	Pass by Trips[3] =	*55.0%*	*of external Fast-Food trips*			43	22		21	
	Pass by Trips[3] =	*81.0%*	*of external Coffee/Donut Shop tri*			*53*	27		*26*	
	Total Pass by Trips					*279*	*141*		*138*	
	New External Trips					**321**	**156**		**165**	

Notes: [1] *Vehicle trip rates and directional splits per ITE Trip Generation Manual, 12th Edition*
[2] *Internal Capture (IC) based on ITE Trip Generation Handbook, 3rd Edition, Internal Capture Reduction Calculation Spreadsheet*
[3] *Pass-by trip rate capped at 14% of adjacent street traffic*
[4] *Adjacent Street Traffic on Lytle Ave:*

Daily: 24,500 from FDOT Traffic Online 2024 AADT
AM Peak Hour: 2,205 (14% = 308) K-Factor of 9 applied per FDOT FTO Historial AADT Report for site 790514
PM Peak Hour: 2,205 (14% = 308) K-Factor of 9 applied per FDOT FTO Historial AADT Report for site 790514

ORIGINAL METHODOLOGY

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Trip Distribution and Trip Assignment

Projected traffic demand on study area facilities was derived with use of the latest adopted regional travel demand model. Socioeconomic data for the project was coded into the appropriate traffic analysis zone (TAZ) within the Central Florida Regional Planning Model (CFRPM v7) set and situated within the surrounding roadway network to appropriately represent project access. The model was used to assign trips for all trip purposes between allocated origin and destination pairs, and the resulting trip distribution to and from the subject TAZ was documented. The resulting model outputs showing percent of daily project distribution are provided in **Attachment C**.

Multimodal Analysis

An analysis of connectivity to existing and future funded transit, bicycle, pedestrian, and trail facilities within the study area will be conducted. This analysis will include locations of transit stops and connectivity to the project site as well as consideration of connectivity of sidewalks and bicycle facilities around the proposed development. Study area segments within one-half mile of the direct-access project driveway will be included in the multimodal analysis.

Transportation Improvements

The City's Capital Improvements Element (CIE), Volusia County's Capital Improvement Program (CIP), VFTPO's Transportation Improvement Program (TIP), or FDOT's Five-Year Work Program were reviewed for roadway and/or intersection improvements funded for construction within the next three years near the proposed development. The following was identified: FDOT Project Number 428779-1 is improving the traffic operations on SR 44 west of SR 415 to east of Mission Rd.

Study Area

In addition to major roadway segments to which the site has direct connections, a 3.0% significance test was performed to determine roadway segments for inclusion in the analysis. Any roadway segments anticipated to have project trips within a 3-mile boundary of the project site identified by Volusia County as currently operating at critical or near critical volume-to-capacity ratios will be included in the segment analysis. Volusia County's Critical/Near Critical map is included in **Attachment D**.

The results of the 3.0% significance test for the highest (PM) Peak Hour are shown in **Table 2**. The percent significance for project trips was determined by comparing the PM peak hour project trips to the peak hour two-way LOS capacity as provided in Volusia County's 2022 Annual Average Daily Traffic & Historical Counts document.

ORIGINAL METHODOLOGY

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Table 2: Roadway Segment Significance Test (PM Peak Hour)

Road Name	Limits		Count Station Number	Road Attributes			PEAK 2Way LOS Capacity	Critical / Near Critical or Direct Connection	PM Peak Hour Trips = 321		% Significant	Segment Impact?	Study Area?
	From	To		No. of Lanes	Posted Speed	VC Allowable LOS			% Assign	Project Trips			
Glencoe Rd.	Paige Ave.	SR 44	731	2	35	E	1,020	None	0%	0	0.0%	No	
Glencoe Rd.	SR 44	Pioneer Tr.	732	2	35	E	1,020	None	0%	0	0.0%	No	
Mission Dr.	SR 44	Old Mission Rd.	1261	4	40	E	3,220	None	2%	6	0.2%	No	
Old Mission Rd.	SR 442	Park Ave.	1351	2	45	E	1,150	None	2%	6	0.6%	No	
Old Mission Rd.	Park Ave.	Josephine St.	1353	2	35	E	1,270	None	2%	6	0.5%	No	
Old Mission Rd.	Josephine St.	Mission Rd.	1354	4	40	E	3,220	None	2%	6	0.2%	No	
Old Mission Rd.	Mission Dr.	SR 44	1356	2	40	E	1,150	None	2%	6	0.6%	No	
Pioneer Tr.	SR 44	Tomoka Farms Rd.	1461	2	50	C	1,490	None	0%	0	0.0%	No	
Pioneer Tr.	Tomoka Farms Rd.	Airport Rd.	1464	2	45	E	1,150	None	0%	0	0.0%	No	
Pioneer Tr.	Airport Rd.	Turnbull Bay Rd.	1465	2	45	E	1,150	None	2%	6	0.6%	No	
Pioneer Tr.	Turnbull Bay Rd.	Sugar Mill Dr.	1467	2	35	E	1,020	None	2%	6	0.6%	No	
Pioneer Tr.	Sugar Mill Dr.	Williams Rd.	1471	2	40	E	1,150	None	2%	6	0.6%	No	
Pioneer Tr.	Williams Rd.	Enterprise Ave.	1473	2	40	E	1,150	None	2%	6	0.6%	No	
Pioneer Tr.	Enterprise Ave.	Jungle Rd.	1474	2	35	E	1,020	None	2%	6	0.6%	No	
Pioneer Tr.	Jungle Rd.	Canal St.	1475	2	35	E	1,020	None	2%	6	0.6%	No	
Turnbull Bay Rd.	Pioneer Tr.	Williams Rd.	1863	2	45	E	1,150	None	1%	3	0.3%	No	
Turnbull Bay Rd.	Williams Rd.	Industrial Park Ave.	1865	2	45	E	1,150	None	1%	3	0.3%	No	
Turnbull Bay Rd.	Industrial Park Ave.	US 1	1867	2	30	E	1,020	None	1%	3	0.3%	No	
Wallace Rd.	Canal St	Pioneer Tr.	1955	3	35	E	1,330	None	3%	10	0.7%	No	
Williams Rd.	Pioneer Tr.	Mooneyham Dr.	1980	2	40	E	1,150	None	0%	0	0.0%	No	
Williams Rd.	Mooneyham Dr.	Turnbull Bay Rd.	1981	2	35	E	1,020	None	0%	0	0.0%	No	
SR 44	Samsula Dr.	Airport Rd	1012	4	65	C	4,020	None	0%	0	0.0%	No	
SR 44	Airport Rd.	I-95	1012	4	65	D	3,580	None	0%	0	0.0%	No	
SR 44	I-95	Mission Dr	515	4	55	D	3,580	Near Critical	23%	74	2.1%	No	**Yes**
SR 44	Mission Dr.	Live Oak St.	514	4	45	D	3,580	Direct Connection	33%	106	3.0%	No	**Yes**
S Causeway (SR 44)	Live Oak St.	Peninsula Ave.	207	4	50	D	3,580	None	19%	61	1.7%	No	
S Causeway (SR 44)	Peninsula Ave.	Saxon Dr.	5180	4	40	D	3,580	None	17%	55	1.5%	No	
S Causeway /Atlantic Ave. (SR 44)	Saxon Dr.	6th Ave.	5043	4	40	D	3,580	None	0%	0	0.0%	No	
Canal St. (SR 44 - Business)	Lytle Ave. (SR 44)	Pioneer Tr.	516	2	40	D	1,600	None	0%	0	0.0%	No	
Canal St. (SR 44 - Business)	Pioneer Tr.	US 1	111	2	40	D	1,600	None	0%	0	0.0%	No	
10th St	US 1	S Myrtle Ave	8153	2	40	D	3,290	None	34%	109	3.3%	**Yes**	**Yes**

ORIGINAL METHODOLOGY

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There is one (1) critical/near critical roadway segment within the 3-mile boundary of the project site. The near critical segment to be included in the study area is the following: SR 44 from I-95 to Mission Dr.

There are two (2) roadway segments on which project trips consume at least 3.0% of the PM peak hour two-way service volume or the project site has direct connections that aren't identified as critical/near critical; these segments are:

1. SR 44 from Mission Dr to Live Oak St
2. 10th St from US 1 to S Myrtle Ave

All major and signalized intersections along the significantly impacted and direct connection study area roadway segments will be included in the analysis. The resulting study area intersections are:

1. SR 44 & Mission Dr *(Signalized)*
2. SR 44 & S Myrtle Ave *(Signalized)*
3. S Myrtle Ave & Endsley Ln *(Stop Controlled)*
4. 10th St & S Myrtle Ave *(Signalized)*
5. S Myrtle Ave & Driveway A *(Stop Controlled)*
6. S Myrtle Ave & Driveway B *(Stop Controlled)*
7. S Myrtle Ave & Driveway C *(Stop Controlled)*

All study area roadway segments, study intersections, and project access points are shown on **Figure 1**.

ORIGINAL METHODOLOGY

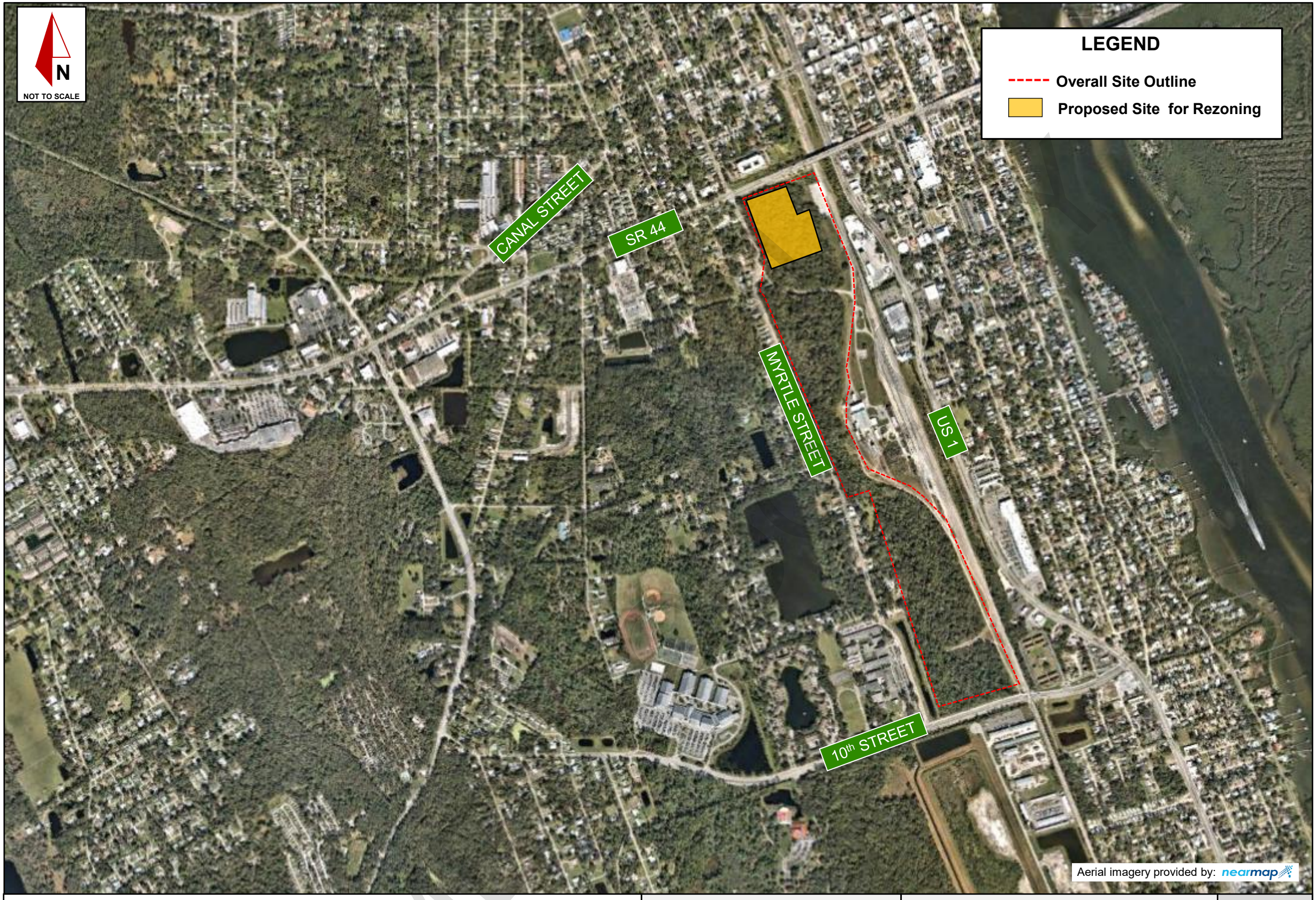

Figure 1: Project Location

April 2026
Project No.: 249631001

Kimley»Horn
© 2026 Kimley-Horn and Associates, Inc.
1530 Cornerstone Blvd., Suite 200A, Daytona Beach, FL 32117
Phone: 386 271 0282

Kimley»Horn

Data Collection
Turning movement counts (TMCs) will be collected at the study area intersections on a standard mid-weekday (Tuesday, Wednesday, or Thursday) during the AM (7:00 AM to 9:00 AM) and PM (4:00 PM to 6:00 PM) peak periods. Existing TMCs will be adjusted by a seasonal factor based on the most recent data from FDOT's Florida Traffic Online (FTO) Web Application.

Background Growth Rate
Historical growth rates have been calculated in accordance with Volusia County's Segment Growth Rates and Vested Trips Instructions Policy (received June 2022) and based on historical data provided in Volusia County's 2023 Annual Average Daily Traffic & Historical Counts document.

These historical growth rates were determined by utilizing five or ten years of AADT data in order to achieve a Trend R^2 percentage of at least 70%. If 70% was unobtainable from the available historical AADT data on a segment, the growth rate was assumed to be consistent with an adjacent upstream or downstream segment with an R^2 of at least 70%. A minimum background growth rate of 2% was applied.

Segments with growth rates considered "high" (greater than 3.0%) compared background growth volume to vested trip quantities and the higher of the two was selected to determine background growth. Additionally, vested trip quantities that were greater than 30% of background growth were reduced by 30%.

Table 3 shows the proposed growth rates and vested trips. Growth rate calculations and vested trip data are provided in **Attachment E**.

ORIGINAL METHODOLOGY

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Table 3: Proposed Growth Rates

Road	Limits		5-Year			Estimated Growth Rate	Growth Rate High?	PM Peak Hour					% Vested vs Background	Total Growth Applied	
	From	To	R2	Growth Rate	Regression Analysis			2023 PM Peak	2026 Existing Volume	2027 Background Volume	Vested Trips vs. Annual Background Growth	Vested Trips		Growth % and/or Vested	
SR 44	I-95	Mission Dr	99.3%	5.8%	Exponential	5.8%	Yes	3,420	4,050	4,285	235	76	24.4%	5.8%	76
SR 44	Mission Dr.	Live Oak St.	99.3%	5.8%	Exponential	5.8%	Yes	2,120	2,511	2,657	146	76	24.4%	5.8%	76
10th St	US 1	S Myrtle Ave	91.8%	5.1%	Exponential	5.1%	Yes	560	650	683	33	0	0.0%	5.1%	0

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Analysis Scenarios

Traffic analyses will be performed for existing (2026), background (2027), and buildout (2027) conditions as follows:

- **Roadway Segment Analysis:** Roadway segment analyses will be conducted by comparing the existing, background, and buildout PM peak hour volumes to the available roadway segment capacity. Buildout volumes will be developed by adding anticipated project trips to background volumes.
- **Project Access Analysis**: Project driveways, based on the proposed site plan, will be analyzed for ingress and egress turn lanes according to the requirements in the Volusia County Land Development Code. Current driveway spacing and turn lane criteria standards adopted by the maintaining agency will be used to evaluate any necessary access improvements or recommendations.
- **Intersection Analysis:** Intersection operational analyses will be performed in the AM and PM peak hours for all study area intersections using procedures outlined in the *Highway Capacity Manual, 7th Edition* with *Synchro (v12)* software. For signalized study area intersections, the existing timing and phasing plans will be used. Necessary changes will be identified for any signalized study area intersections where changing the cycle length is required to achieve acceptable conditions. In addition, a queue analysis that compares the existing, background, and future buildout queues and deceleration length requirements to the available storage will be included. For intersection level of service failures, the TIA will include a queue analysis table that identifies the number of feet needed to support the buildout condition and calculates the turn lane costs based on the latest FDOT Long Range Estimates for both right and left turns. Turn lane lengths and the queue analysis will be based on the Volusia County Land Development Code and the Volusia County TIA Guidelines for County Roads.

Safety Analysis

The TIA will include a safety analysis documenting crashes at the study area intersections using the most recent five (5) years of data. Crash data will be obtained from Signal 4 Analytics. Crashes will be analyzed to identify crash patterns or safety deficiencies, if any. Safety improvements will be recommended as deemed necessary. Mitigation measures proposed to mitigate potential crash trends will be evaluated and obtained, as applicable, from the CMF Clearinghouse database.

ORIGINAL METHODOLOGY

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Mitigation of Impacts

Improvement recommendations will be provided to mitigate project impacts to any study area roadway segment or intersection conditions expected to operate beyond their adopted level of service by buildout Year 2027. Any improvement recommendations will be consistent with the City of New Smyrna Beach and Volusia County comprehensive plan transportation elements.

Proportionate share payment costs will be calculated per Florida Statute 163, using construction cost estimates approved by Volusia County and compared to Volusia County thoroughfare road impact fees.

Documentation

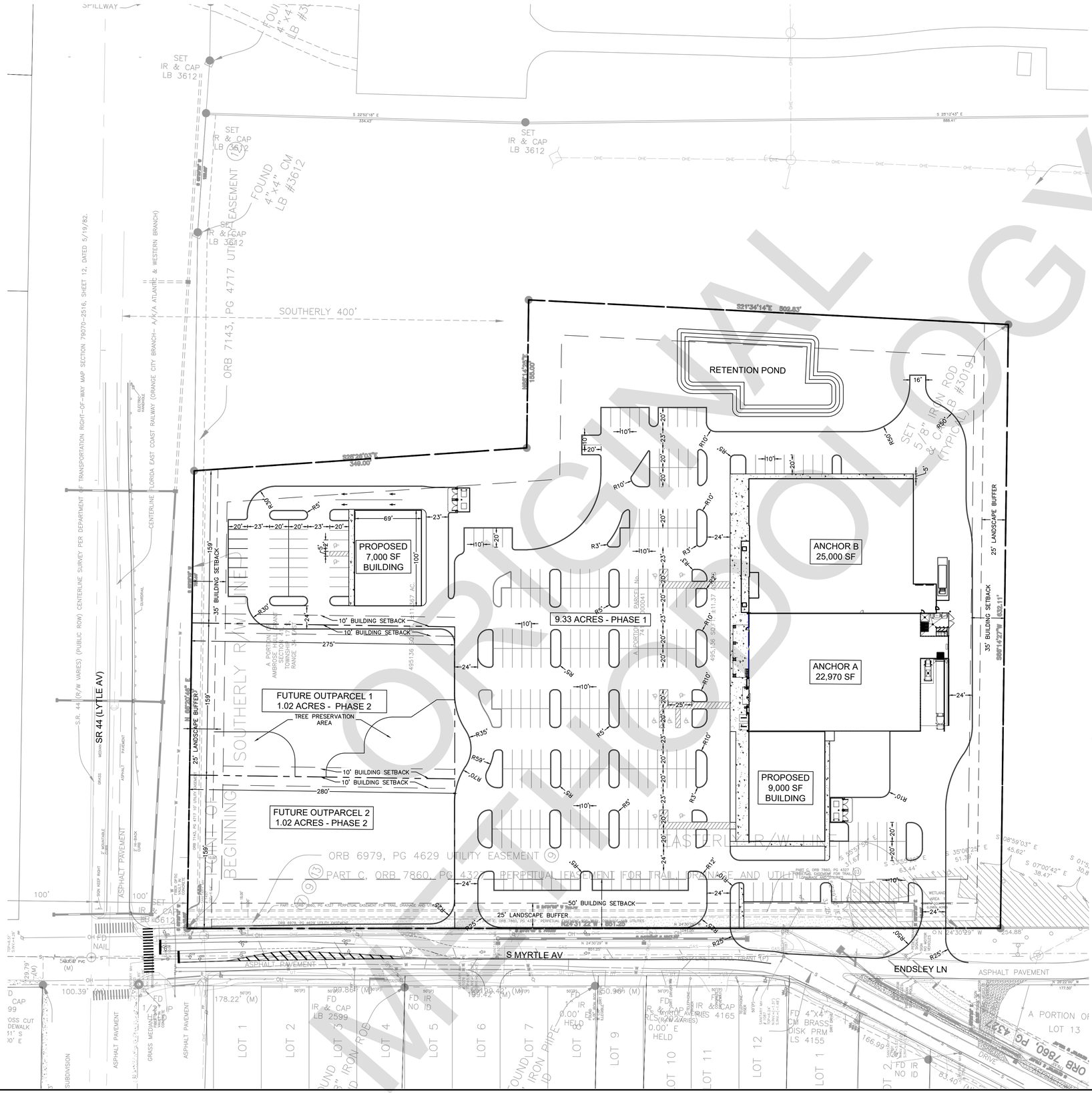
All analyses and findings of the TIA will be documented in a report. An electronic copy will be signed and sealed by a registered professional engineer and submitted to the City of New Smyrna Beach and Volusia County for review. The TIA methodology checklist required by the VFTPO guidelines is provided in **Attachment F**.

It is acknowledged that once the TIA methodology is approved, an approval letter will be provided, and that the TIA methodology approval letter will be required to submit the TIA and obtain comments. It is also acknowledged that TIA approval needs to be obtained within one (1) year of the approved TIA methodology.

ORIGINAL METHODOLOGY

ORIGINAL METHODOLOGY

ATTACHMENT A
Conceptual Site Plan


SPILLWAY
SET IR & CAP LB 3612
FOUND 4"x4" LB #3612
SET IR & CAP LB 3612
SET IR & CAP LB 3612
FOUND 4"x4" CM LB #3612
SET IR & CAP LB 3612
S 22°52'18" E 334.43'
S 25°13'43" E 888.41'
OHE
SOUTHERLY 400'
ORB 7143, PG 4717 UTILITY EASEMENT
DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 79070-2516, SHEET 12, DATED 5/19/82.
CENTERLINE FLORIDA EAST COAST RAILWAY (ORANGE CITY BRANCH- A/K/A ATLANTIC & WESTERN BRANCH)
ELECTRIC MANHOLE
S21°34'14"E 502.83'
N68°14'52"E 155.00'
S26°26'00"E 340.00'
RETENTION POND
SET 5/8" IRON ROD & CAP LB #3019 (TYPICAL)
16'
R50'
PROPOSED 7,000 SF BUILDING
69'
23'
20'
R25'
R5'
R30'
35' BUILDING SETBACK
159'
10' BUILDING SETBACK
275'
9.33 ACRES - PHASE 1
ANCHOR B 25,000 SF
ANCHOR A 22,970 SF
PROPOSED 9,000 SF BUILDING
FUTURE OUTPARCEL 1 1.02 ACRES - PHASE 2
TREE PRESERVATION AREA
FUTURE OUTPARCEL 2 1.02 ACRES - PHASE 2
280'
25' LANDSCAPE BUFFER
25' LANDSCAPE BUFFER
35' BUILDING SETBACK
S00°14'27"W 632.11'
S 08°59'03" E 45.62'
S 07°00'42" E 38.47'
S 01°1 30.3
S 35°06'22" E 51.39'
S 35°06'22" E 63.44'
50' BUILDING SETBACK
ORB 6979, PG 4629 UTILITY EASEMENT
PART C, ORB 7860, PG 4327 PERPETUAL EASEMENT FOR TRAIL DRAINAGE AND UTILITIES
PART C, ORB 7860, PG 4327 PERPETUAL EASEMENT FOR TRAIL DRAINAGE AND UTILITIES
N 24°30'29" W
N 24°30'29" W 254.88
S MYRTLE AV
ENDSLEY LN
ASPHALT PAVEMENT
N 28°22'00" W 177.50'
A PORTION OF LOT 13
ORB 7860, PG 4327
DRIVE
83.40'
166.99'
FD 4"X4" CM BRASS DISK PRM LS 4155
FD IR & CAP LB 2599
FD IR NO ID
FD 1/2" IR & CAP LB 3612
FD NAIL
50.39' PVC (M)
100.39'
29.79' (M)
178.22' (M)
199.42' (M)
199.86' (M)
150.99' (M)
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 9
LOT 10
LOT 11
LOT 12
LOT 1
LOT 2
SUBDIVISION
ASPHALT PAVEMENT
GRASS MEDIAN
SR 44 (LYTLE AV)
S.R. 44 (R/W VARIES) (PUBLIC ROW) CENTERLINE SURVEY PER DEPARTMENT OF TRANSPORTATION
BEGINNING OF SOUTHERLY R/W LINE
EASTERLY R/W LINE
SOUTHERLY R/W LINE
495,136 SQ. FT. 11.37 AC
A PORTION OF PARCEL No. 900041
A PORTION OF LOT 74
AMBERSON COLONY PLANTATION
SECTION 17
TOWNSHIP 18 S
RANGE 34 E
ORB 7143, PG 4717 UTILITY EASEMENT
ORB 7143, PG 4717 UTILITY EASEMENT
ORB 7143, PG 4717 UTILITY EASEMENT

ATTACHMENT B

Excerpts from ITE Trip Generation &
Internal Capture Worksheets

ORIGINAL METHODOLOGY

Land Use: 821
Shopping Plaza (40-150k)

Description

A shopping plaza is an integrated group of commercial establishments planned, developed, owned, and managed as a unit. Each study site in this land use has between 40,000 and 150,000 square feet of gross leasable area (GLA). The term “plaza” in the land use name rather than “center” is simply a distinction between the different shopping center size ranges. Various other names are commonly used to categorize a shopping plaza within this size range depending on its specific size and tenants, such as neighborhood center, community center, and fashion center.

A supermarket is often the major tenant of a shopping plaza, but many shopping centers are anchored by home improvement, discount, or other stores. A shopping plaza typically contains more than retail merchandising facilities. Common tenants include office space, a movie theater, restaurants, a post office, banks, a health club, and recreational facilities. A shopping plaza is almost always open-air and the GLA is the same as the gross floor area of the building.

The 150,000-square-foot GLA threshold value between a shopping plaza and a shopping center (Land Use 820) is based on an examination of trip generation data. For a shopping plaza that is smaller than the threshold value, the presence or absence of a supermarket within the plaza has a measurable effect on site trip generation. For a shopping center that is larger than the threshold value, the trips generated by its other major tenants mask any effects of the presence or absence of an on-site supermarket.

The 40,000-square-foot GFA threshold between a shopping plaza and a strip retail plaza (Land Use 822) was selected based on an examination of the overall shopping center/plaza database. All shopping plazas in the database with a supermarket as their anchor are larger than 40,000 square feet GLA.

Land Use Subcategory

The presence or absence of a supermarket in a shopping plaza has a measurable effect on-site trip generation. Therefore, data are presented for two subcategories for this land use: (1) sites with a supermarket anchor and (2) sites without a supermarket.

Additional Data

The sites were surveyed in the 1990s, the 2000s, the 2010s, and the 2020s in Alberta (CAN), British Columbia (CAN), California, Delaware, District of Columbia, Florida, Illinois, Indiana, Iowa, Kentucky, Maine, Maryland, Massachusetts, Nevada, New Jersey, Ontario (CAN), Oregon, Pennsylvania, South Dakota, Vermont, and Wisconsin.

Source Numbers

358, 390, 404, 437, 444, 446, 507, 580, 598, 658, 728, 908, 926, 944, 946, 960, 974, 1004, 1009, 1025, 1069, 1219

ORIGINAL METHODOLOGY

Shopping Plaza (40-150k) - Supermarket - Yes (821)

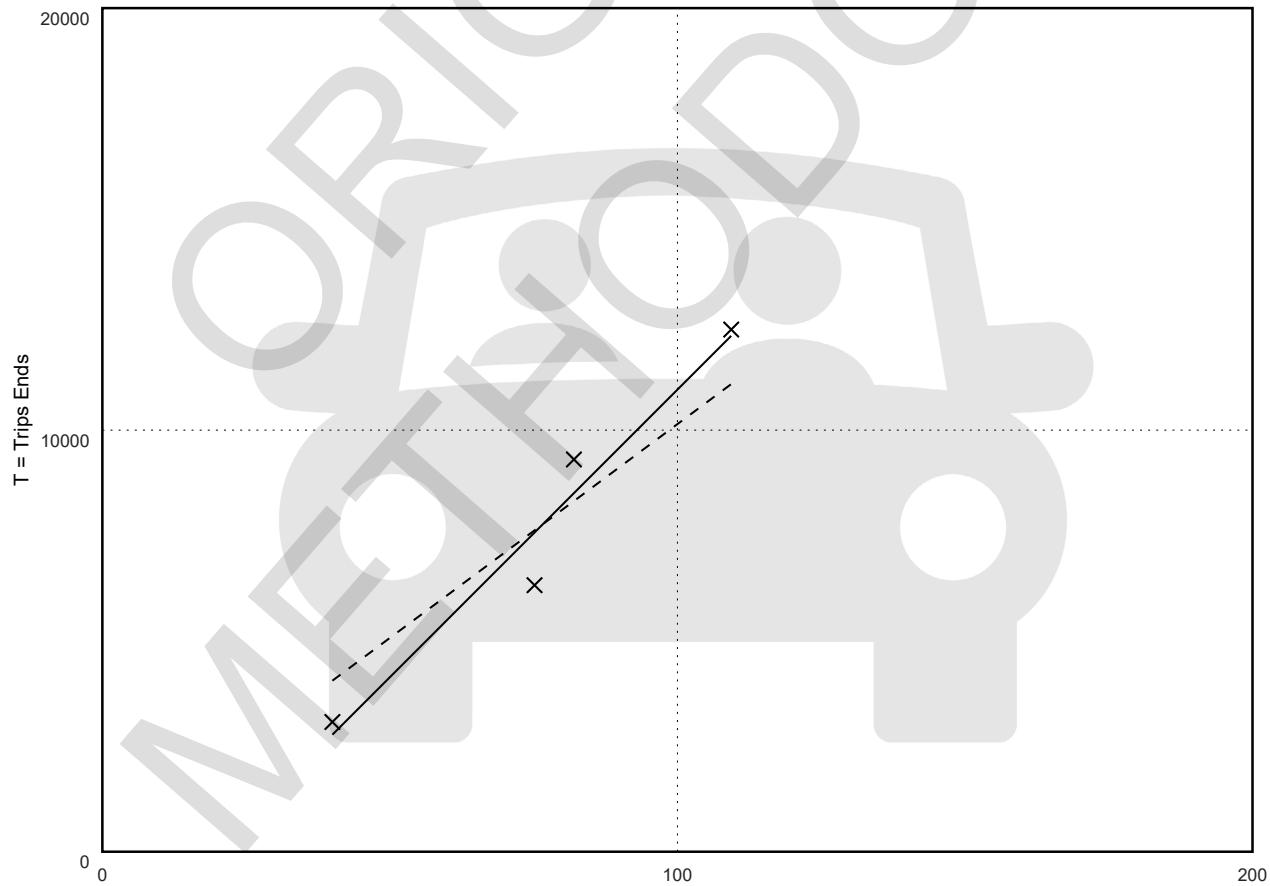
Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 4
Avg. 1000 Sq. Ft. GLA: 77
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
101.43	76.93 - 113.46	17.91

Data Plot and Equation



Fitted Curve Equation: T = 136.41(X) - 2680.46

R^2= 0.95

ORIGINAL METHODOLOGY

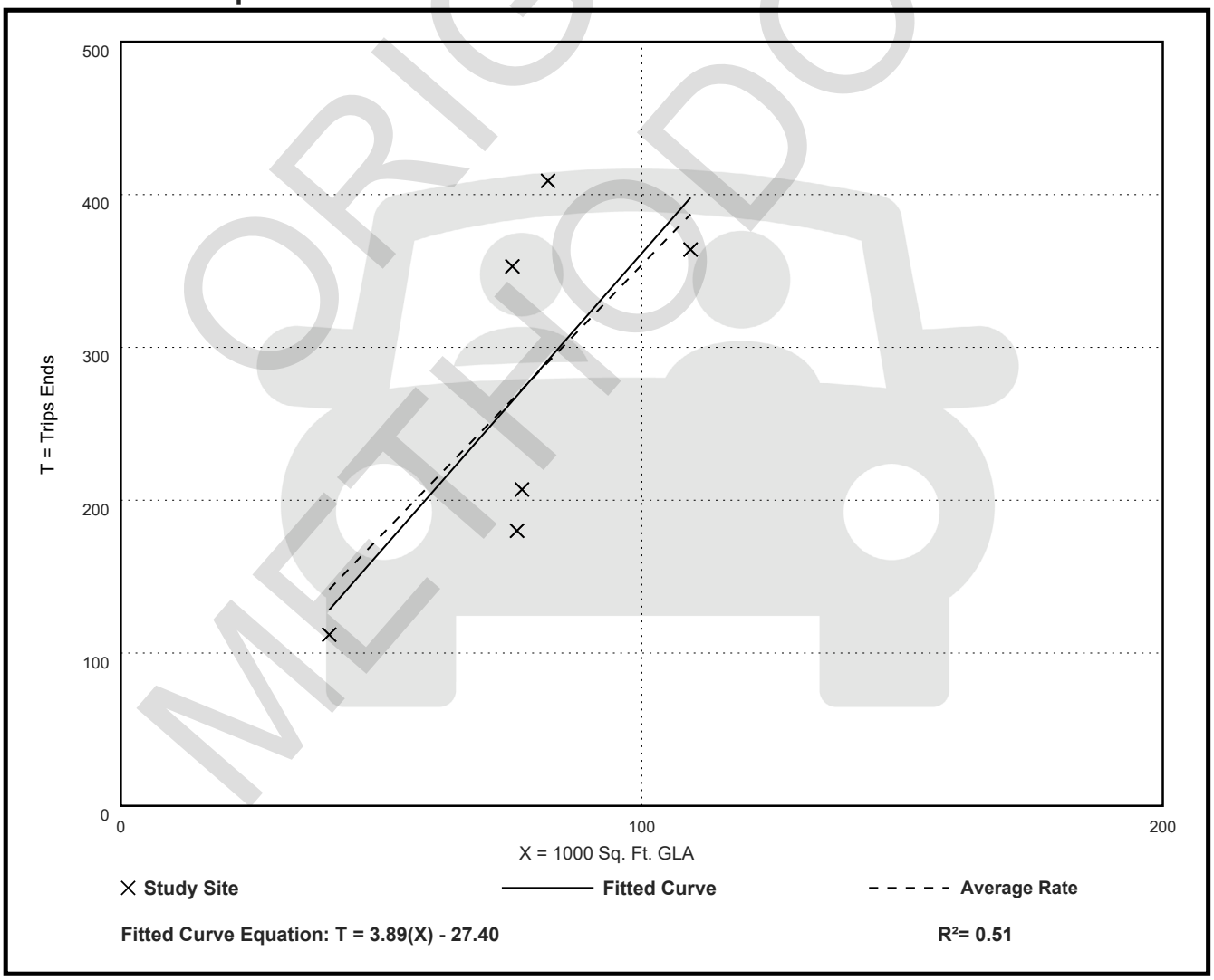
Shopping Plaza (40-150k) - Supermarket - Yes (821)

Vehicle Trip Ends vs:	**1000 Sq. Ft. GLA**
On a:	**Weekday,**
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 7 and 9 a.m.
Setting/Location:	**General Urban/Suburban**
Number of Studies:	6
Avg. 1000 Sq. Ft. GLA:	77
Directional Distribution:	60% entering, 40% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
3.54	2.37 - 4.99	1.10

Data Plot and Equation



Fitted Curve Equation: T = 3.89(X) - 27.40

R^2= 0.51

ORIGINAL METHODOLOGY

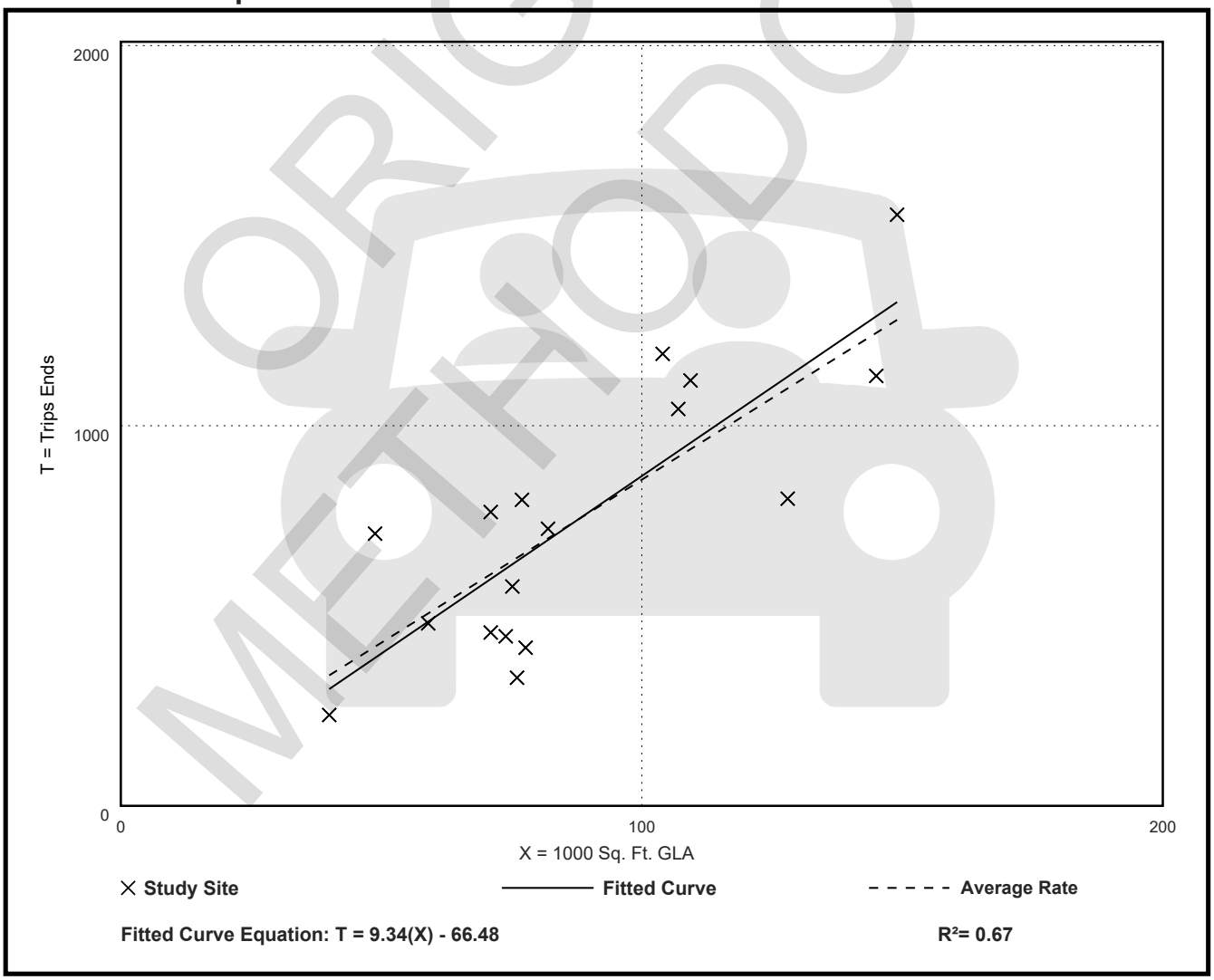
Shopping Plaza (40-150k) - Supermarket - Yes (821)

Vehicle Trip Ends vs: **1000 Sq. Ft. GLA**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 17
Avg. 1000 Sq. Ft. GLA: 88
Directional Distribution: 49% entering, 51% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
8.58	4.43 - 14.67	2.43

Data Plot and Equation



Fitted Curve Equation: T = 9.34(X) - 66.48

R^2= 0.67

ORIGINAL METHODOLOGY

Land Use: 934
Fast-Food Restaurant
with Drive-Through Window

Description

This land use includes any fast-food restaurant with a drive-through window. This type of restaurant is characterized by a large drive-through and carry-out clientele, long hours of service (some are open for breakfast, all are open for lunch and dinner, some are open late at night or 24 hours a day) and high turnover rates for eat-in customers. The restaurant does not offer table service. A patron generally orders from a menu board and pays before receiving the meal. A typical duration of stay for an eat-in patron is less than 30 minutes.

Additional Data

If the restaurant has outdoor seating, its area is not included in the overall gross floor area. For a restaurant that has significant outdoor seating, the number of seats may be more reliable than GFA as an independent variable on which to establish a trip generation rate.

The sites were surveyed in the 1990s, the 2000s, the 2010s, and the 2020s in Alaska, Arizona, California, Colorado, Florida, Indiana, Kentucky, Maryland, Massachusetts, Minnesota, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, South Dakota, Texas, Vermont, Washington, and Wisconsin.

Users should exercise caution when applying statistics during the AM peak periods, as the sites contained in the database for this land use may or may not be open for breakfast. In cases where it was confirmed that the sites were not open for breakfast, data for the AM peak hour of the adjacent street traffic were removed from the database.

Source Numbers

338, 340, 358, 389, 438, 502, 552, 577, 583, 584, 617, 640, 641, 704, 715, 728, 810, 866, 867, 869, 885, 886, 927, 935, 962, 1050, 1053, 1054, 1208, 1219, 1234, 1236, 1259, 1267

ORIGINAL METHODOLOGY

Fast-Food Restaurant with Drive-Through Window (934)

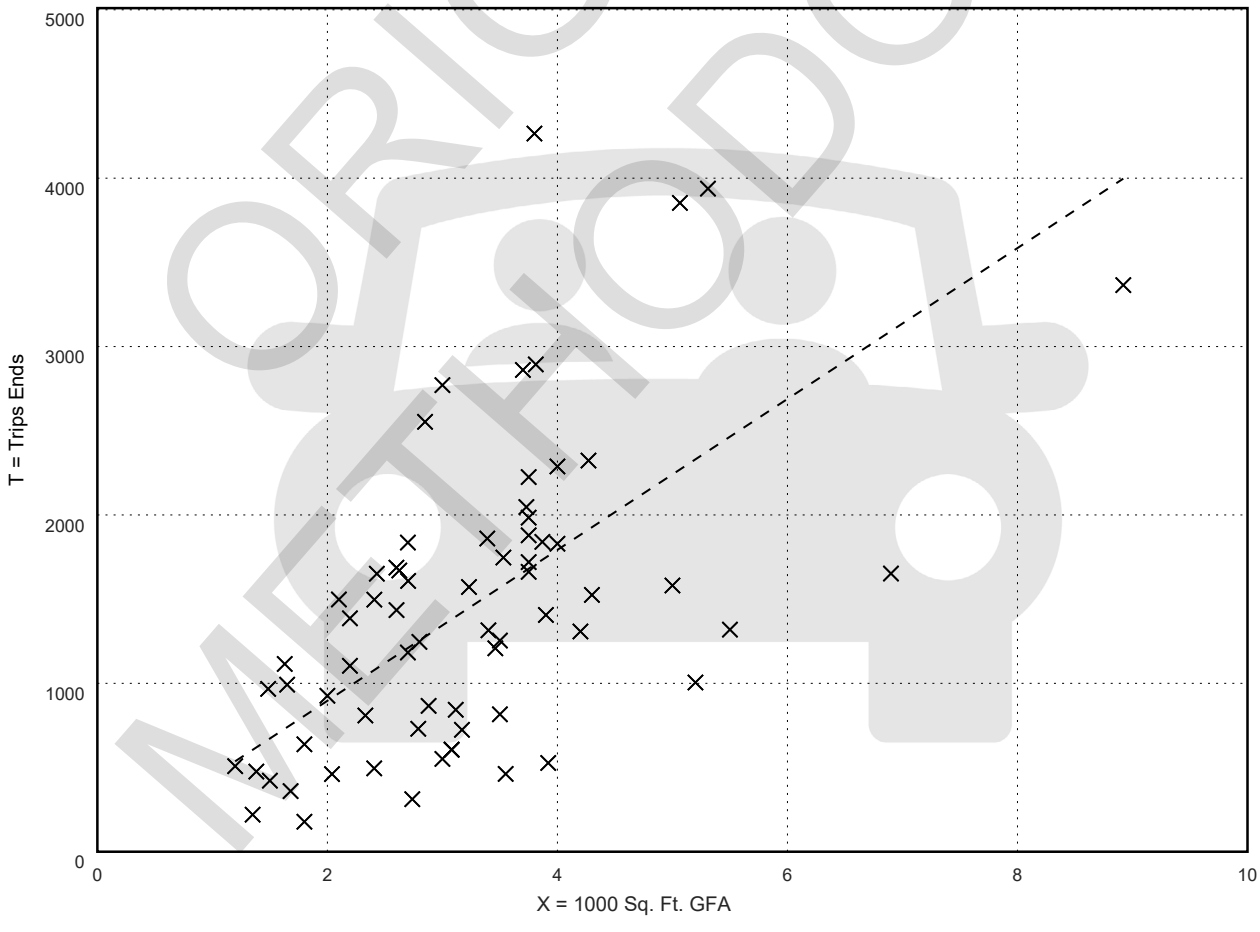
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 68
Avg. 1000 Sq. Ft. GFA: 3
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
448.12	98.89 - 1122.37	217.66

Data Plot and Equation



Fitted Curve Equation: Not Given

R^2= ***

ORIGINAL METHODOLOGY

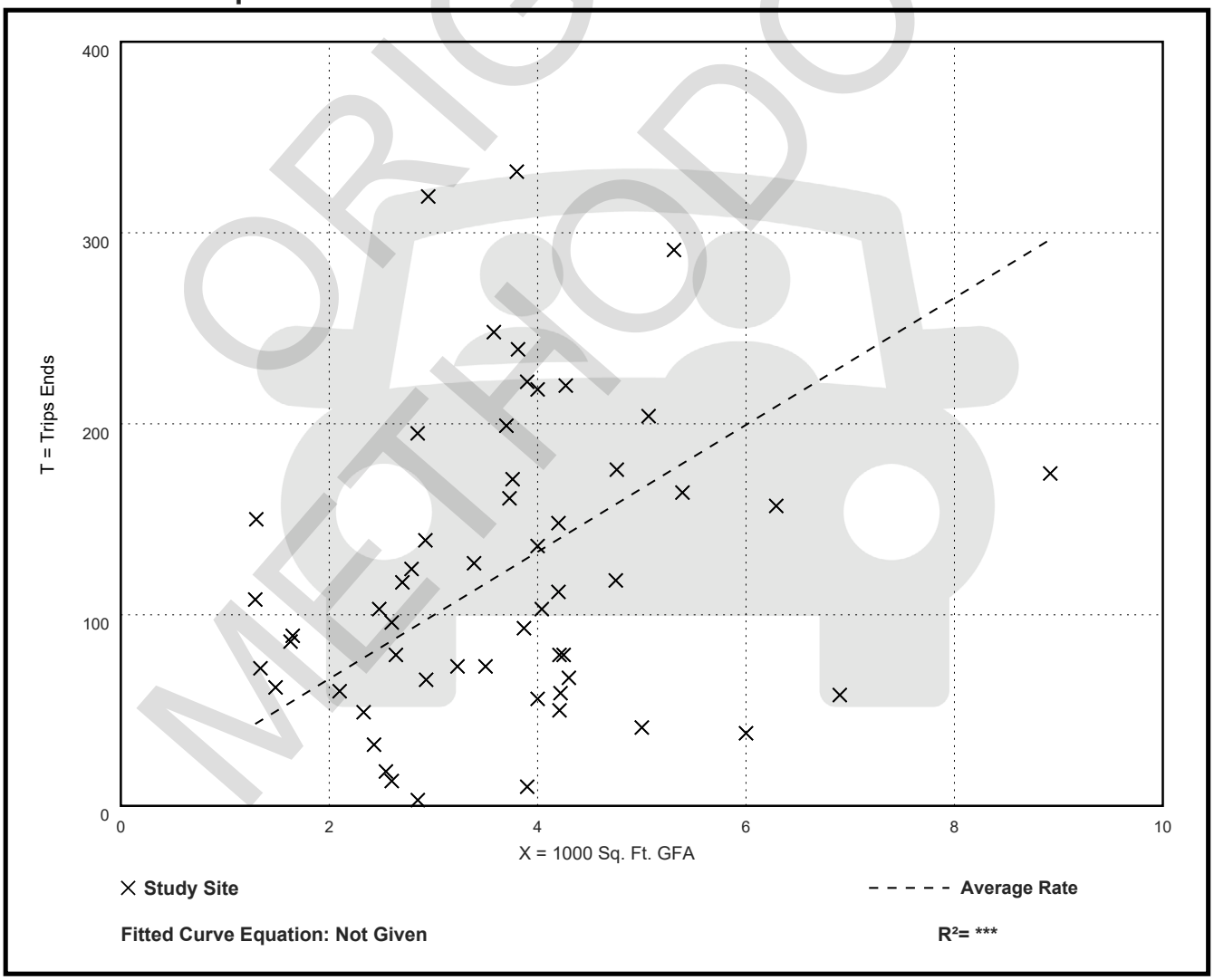
Fast-Food Restaurant with Drive-Through Window (934)

Vehicle Trip Ends vs:	**1000 Sq. Ft. GFA**
On a:	**Weekday,**
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 7 and 9 a.m.
Setting/Location:	**General Urban/Suburban**
Number of Studies:	55
Avg. 1000 Sq. Ft. GFA:	4
Directional Distribution:	51% entering, 49% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
33.24	1.05 - 115.38	22.70

Data Plot and Equation



ORIGINAL METHODOLOGY

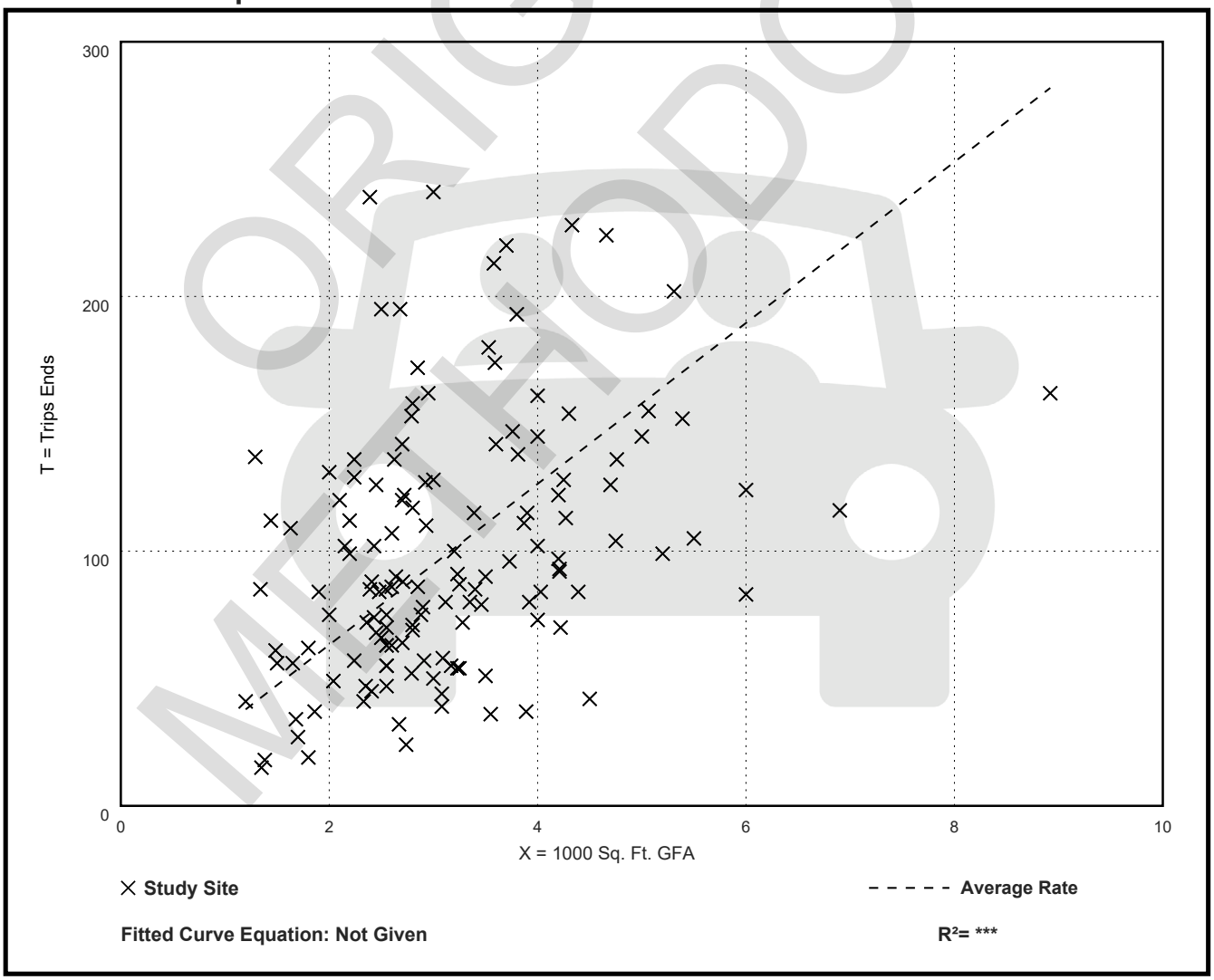
Fast-Food Restaurant with Drive-Through Window (934)

Vehicle Trip Ends vs:	**1000 Sq. Ft. GFA**
On a:	**Weekday,**
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 4 and 6 p.m.
Setting/Location:	**General Urban/Suburban**
Number of Studies:	139
Avg. 1000 Sq. Ft. GFA:	3
Directional Distribution:	52% entering, 48% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
31.60	8.77 - 106.20	16.21

Data Plot and Equation



ORIGINAL METHODOLOGY

Land Use: 937
Coffee/Donut Shop with Drive-Through Window

Description

This land use includes any coffee and donut restaurant that has a drive-through window as well as a walk-in entrance area at which a patron can purchase and consume items. The restaurant sells freshly brewed coffee (along with coffee-related accessories) and a variety of food and beverage products such as donuts, bagels, breads, muffins, cakes, sandwiches, wraps, salads, and other hot and cold beverages. The restaurant's marketing and sales may emphasize coffee beverages over food (or vice versa). A coffee/donut shop typically maintains long store hours (more than 15 hours) with an early morning opening. Limited indoor seating is generally provided for patrons, but table service is not offered.

Additional Data

The sites were surveyed in the 1990s, the 2000s, the 2010s, and the 2020s in California, Colorado, Connecticut, Florida, Illinois, Massachusetts, Minnesota, Nevada, New Hampshire, New Jersey, New York, Ontario (CAN), Oregon, Pennsylvania, Quebec (CAN), Tennessee, Vermont, Washington, and Wisconsin.

Source Numbers

438, 593, 594, 599, 615, 617, 618, 621, 622, 639, 712, 714, 725, 726, 728, 853, 854, 892, 903, 928, 959, 979, 982, 1004, 1042, 1044, 1200, 1202, 1219, 1221, 1236, 1255

ORIGINAL METHODOLOGY

Coffee/Donut Shop with Drive-Through Window (937)

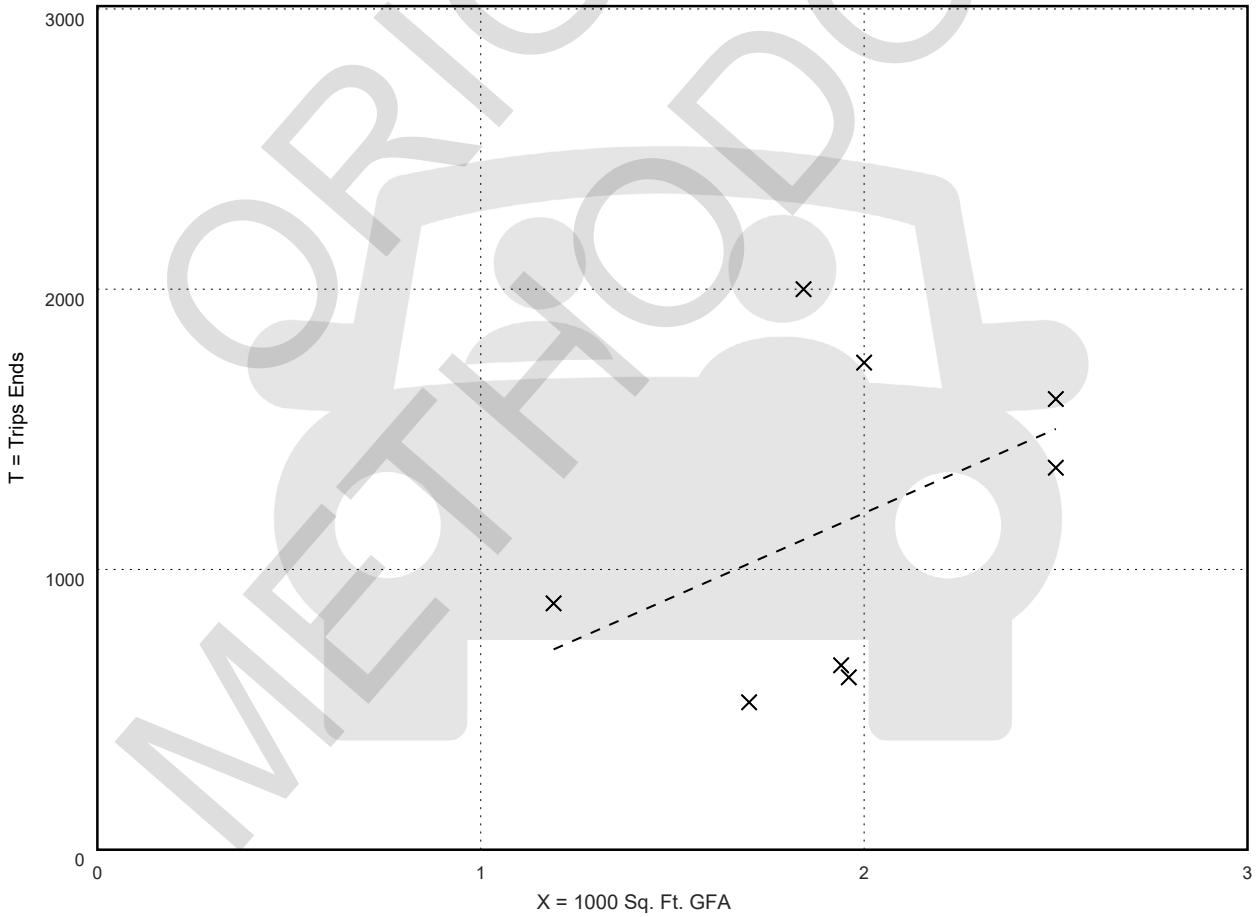
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 8
Avg. 1000 Sq. Ft. GFA: 2
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
600.50	309.41 - 1085.78	277.14

Data Plot and Equation



Fitted Curve Equation: Not Given

R^2= *

ORIGINAL METHODOLOGY

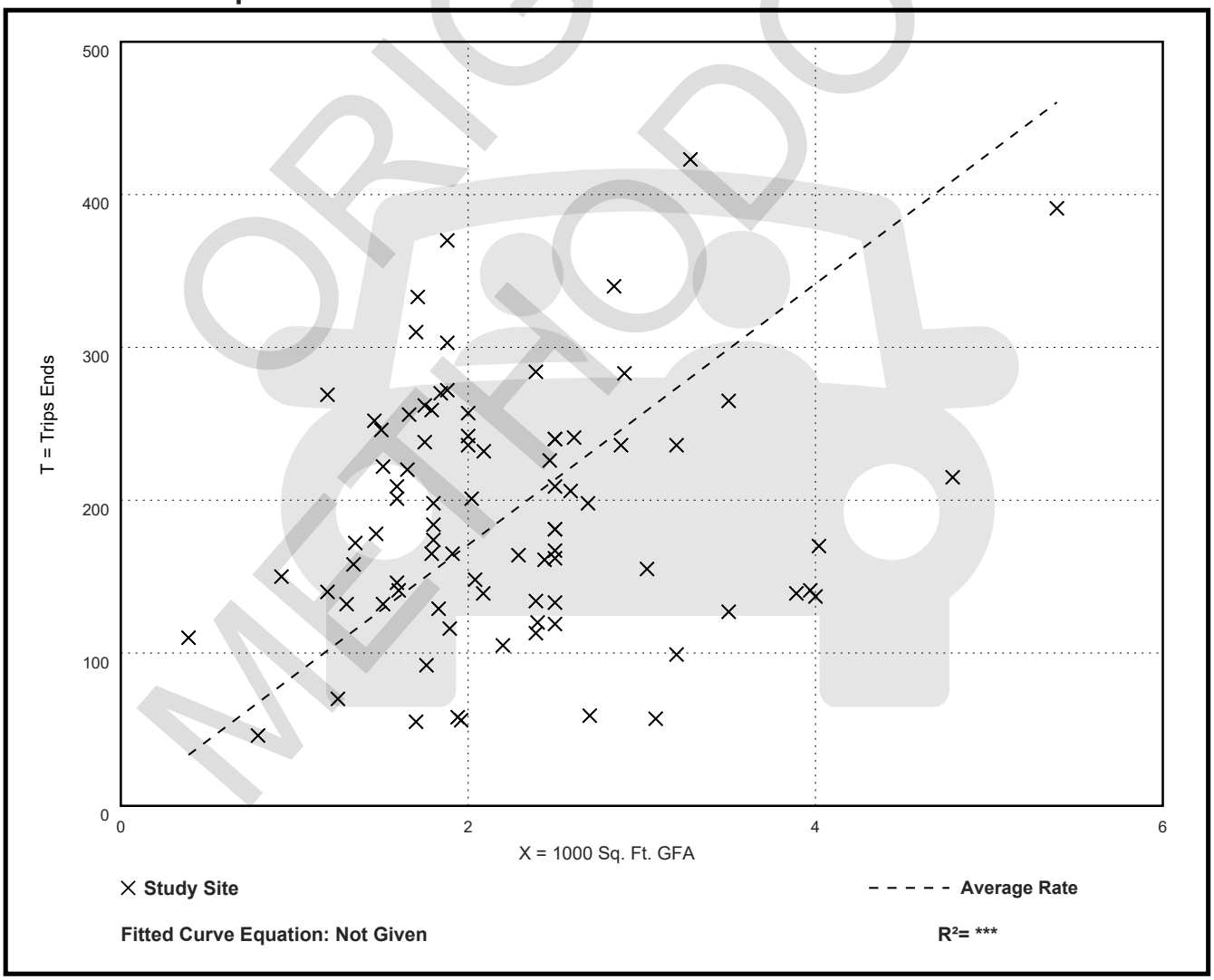
Coffee/Donut Shop with Drive-Through Window (937)

Vehicle Trip Ends vs:	**1000 Sq. Ft. GFA**
On a:	**Weekday,**
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 7 and 9 a.m.
Setting/Location:	**General Urban/Suburban**
Number of Studies:	84
Avg. 1000 Sq. Ft. GFA:	2
Directional Distribution:	51% entering, 49% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
85.41	18.51 - 282.05	44.24

Data Plot and Equation



ORIGINAL METHODOLOGY

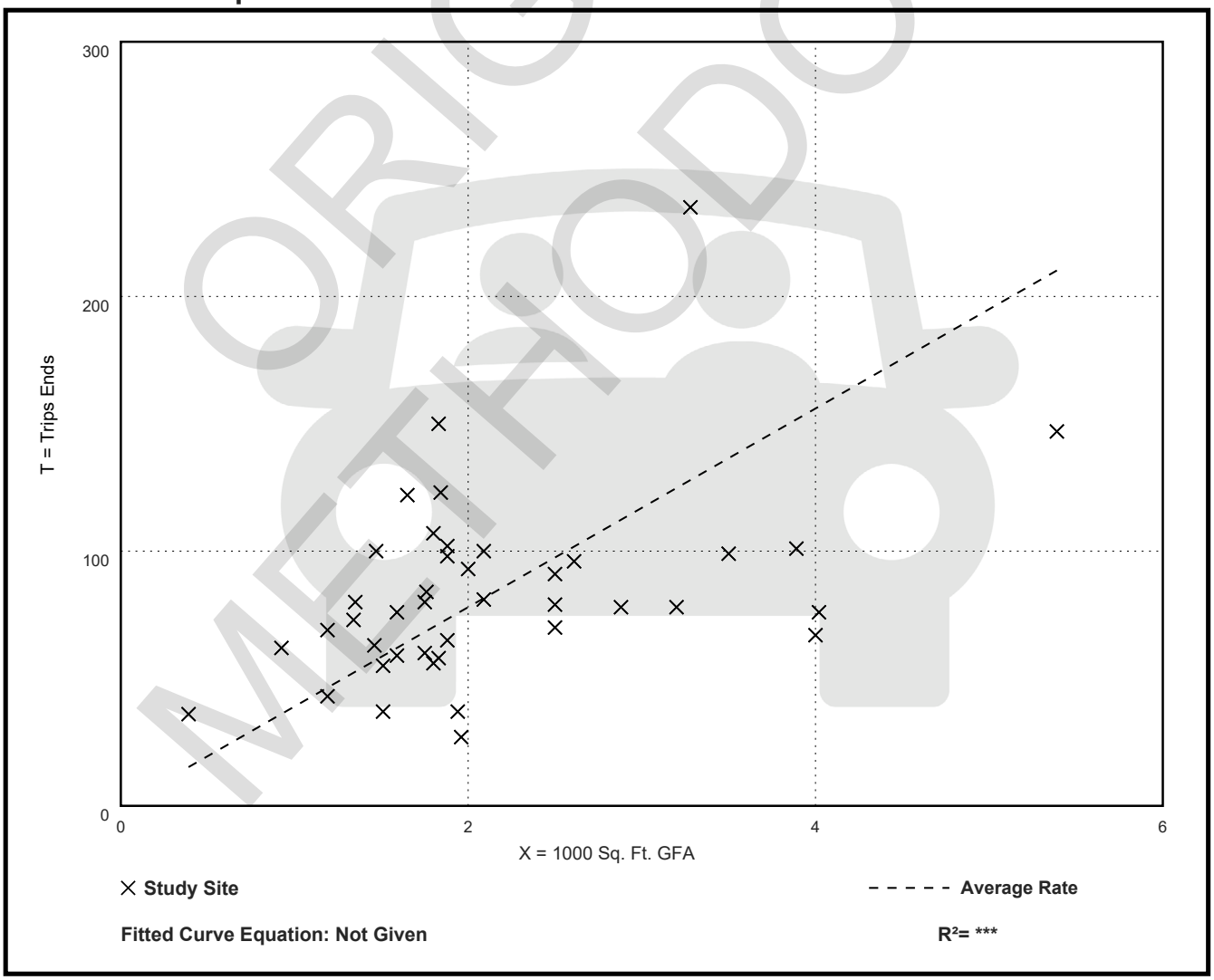
Coffee/Donut Shop with Drive-Through Window (937)

Vehicle Trip Ends vs:	**1000 Sq. Ft. GFA**
On a:	**Weekday,**
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 4 and 6 p.m.
Setting/Location:	**General Urban/Suburban**
Number of Studies:	41
Avg. 1000 Sq. Ft. GFA:	2
Directional Distribution:	50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
39.00	13.78 - 92.31	17.60

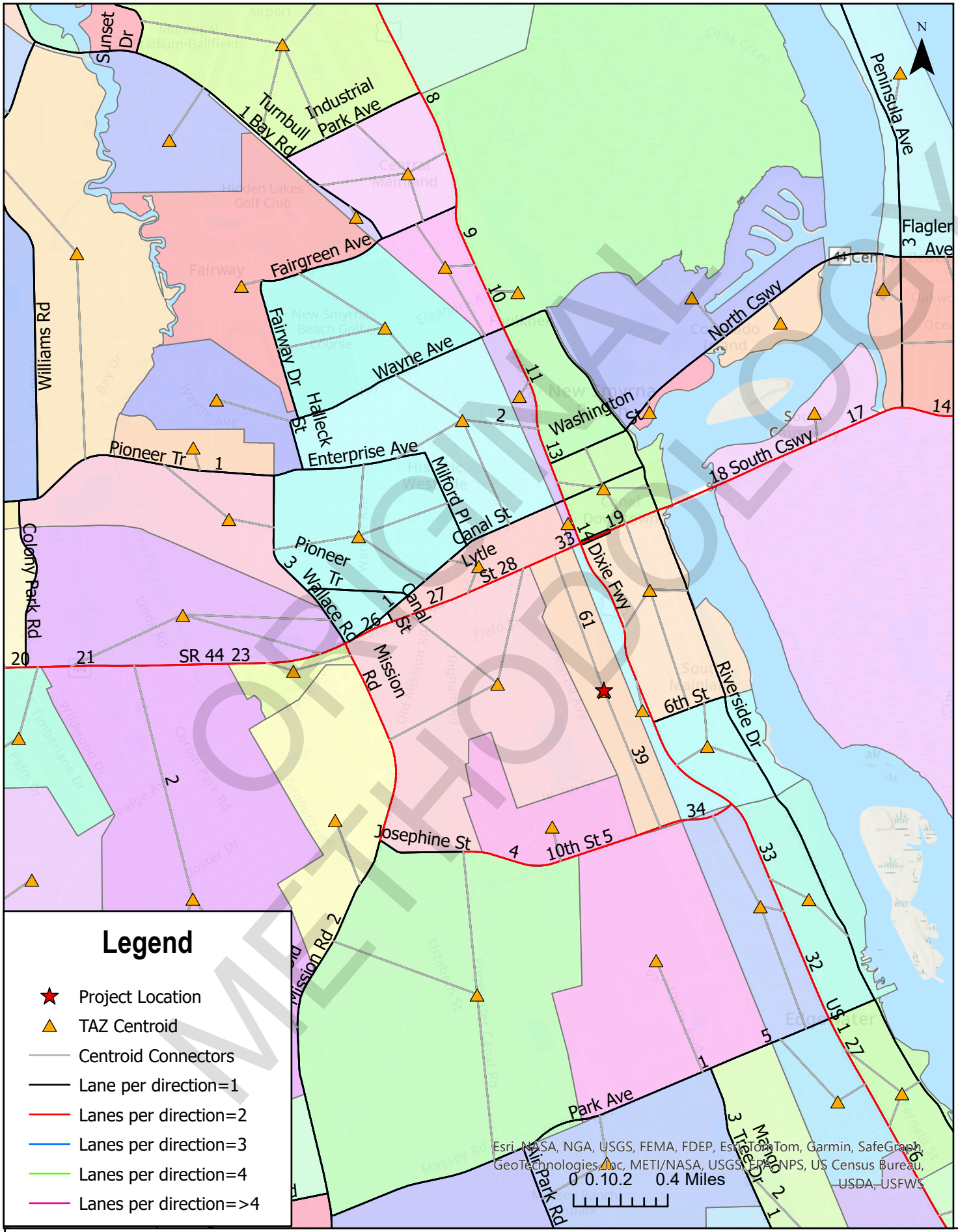
Data Plot and Equation



ORIGINAL METHODOLOGY

ORIGINAL METHODOLOGY

ATTACHMENT C
CFRPM Model Outputs

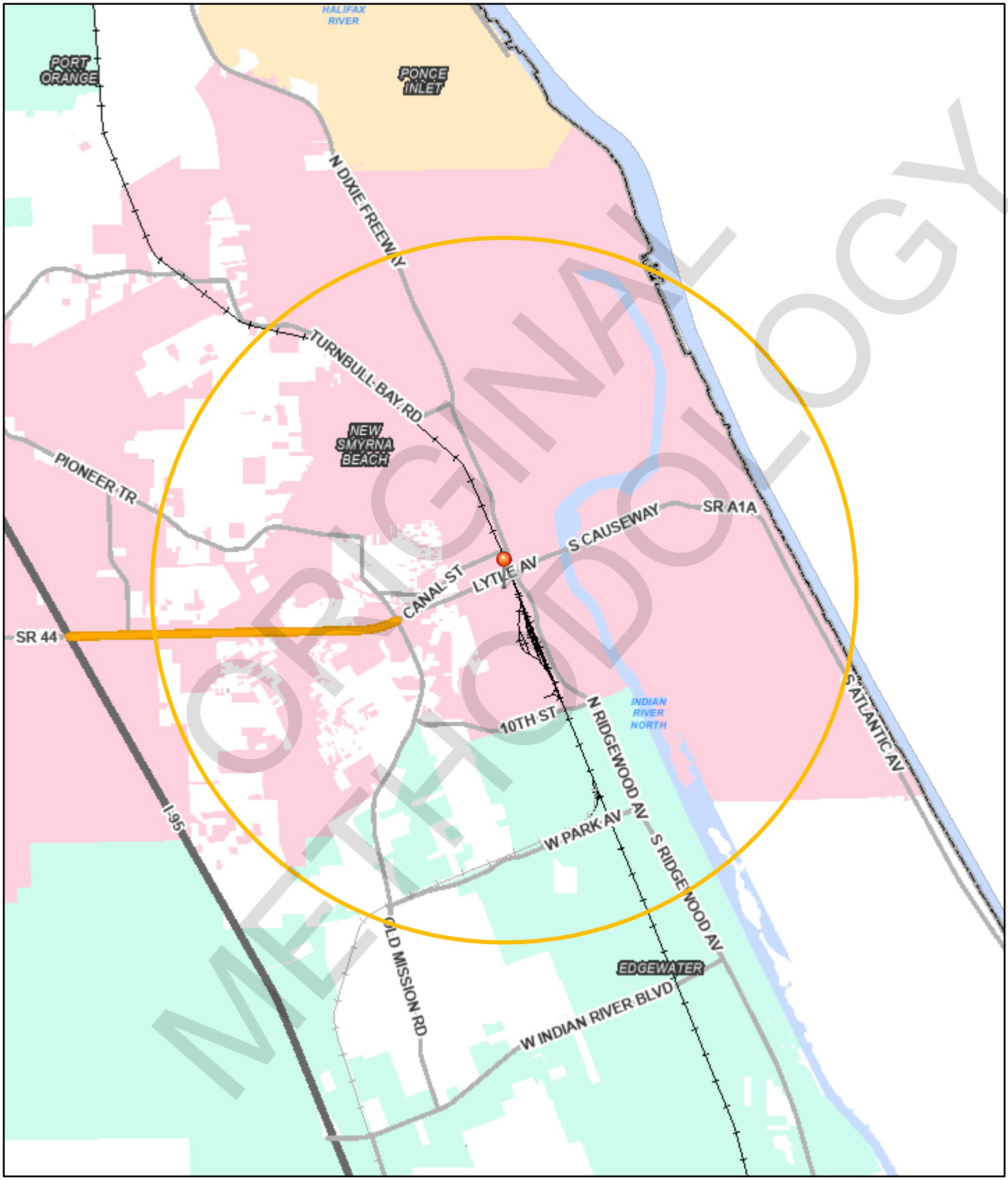


Project Trip Distribution - NSB Sprouts
CFRPMv7 - 2030 - 3/30/2026

ORIGINAL METHODOLOGY

ATTACHMENT D
Critical/Near Critical Map

Traffic Impact Buffer Map - 3 Mile Radius



ORIGINAL METHODOLOGY

3/30/2026, 1:09:20 PM

1:72,099

0 0.5 1 2 mi

0 1 2 4 km

Cities
- Edgewater
- New Smyrna Beach
- Ponce Inlet
- Port Orange

- County
- General Hydrology
- County Boundary

Major Highways
- Interstates

- Arterials and Collectors

Railroads
- Active
- Abandoned

Critical and Near Critical
- Near Critical

ORIGINAL METHODOLOGY

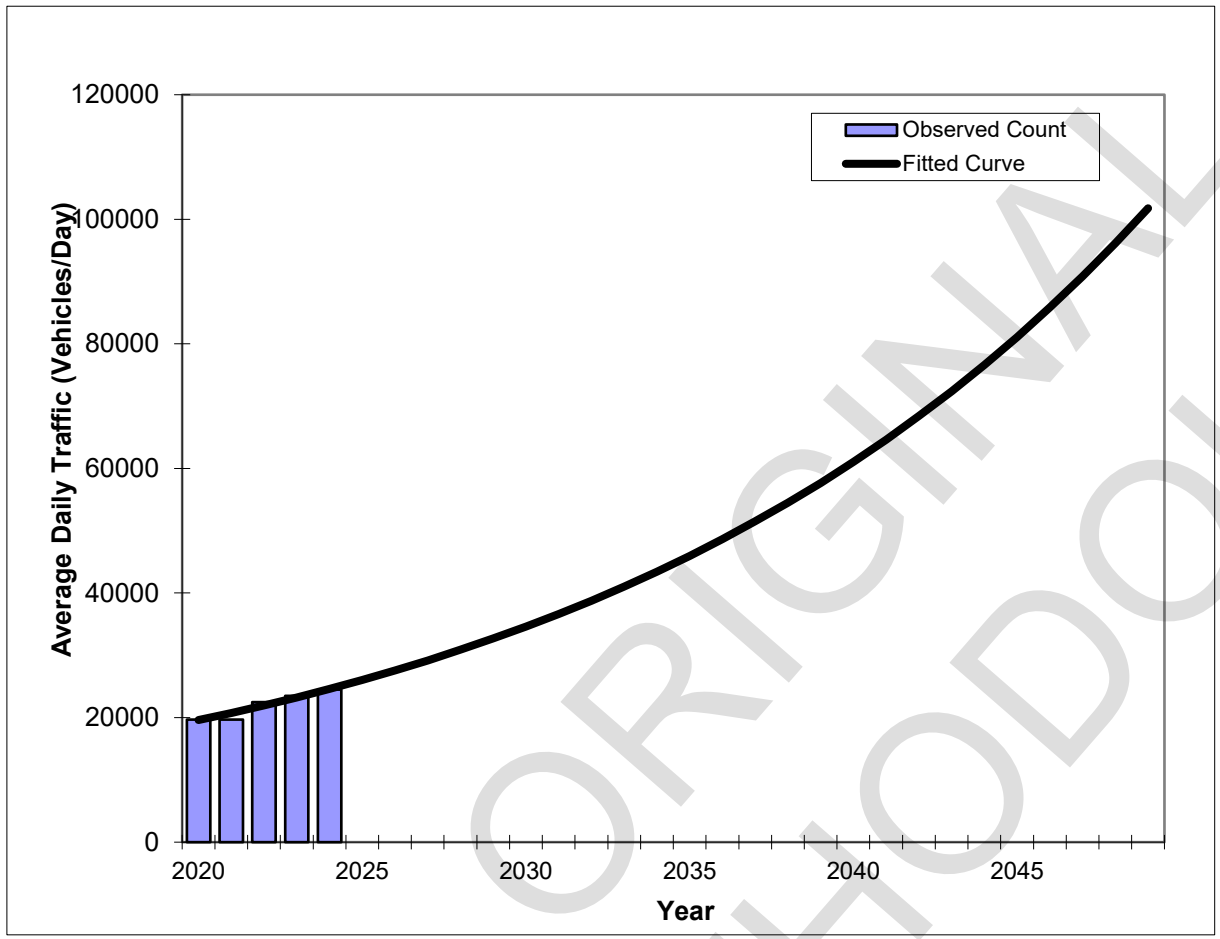
ATTACHMENT E
Historical Growth Trends

Traffic Trends - V2023

SR 44 -- ON SR-44, 0.5 MI. W OF SR-5 OVERPASS

FM #	**12345**
Location	**1**

County:	Volusia (79)
Station #:	790514
Roadway:	SR 44



Year	Traffic (ADT/AADT) Count*	Trend
2020	19,700	19,610
2021	19,700	20,760
2022	22,500	21,970
2023	23,500	23,250
2024	24,500	24,610
2030 Opening Year Trend		
2030	N/A	34,600
2039 Interim Year Trend		
2039	N/A	57,680
2049 Design Year Trend		
2049	N/A	101,770
FSUTMS Forecasts/Trends		

*Axle-Adjusted

Trend R-squared:	99.32%
Compounded Annual Historic Growth Rate:	5.84%
Compounded Growth Rate (2024 to Design Year)	5.84%
Printed:	########

Exponential Growth Option

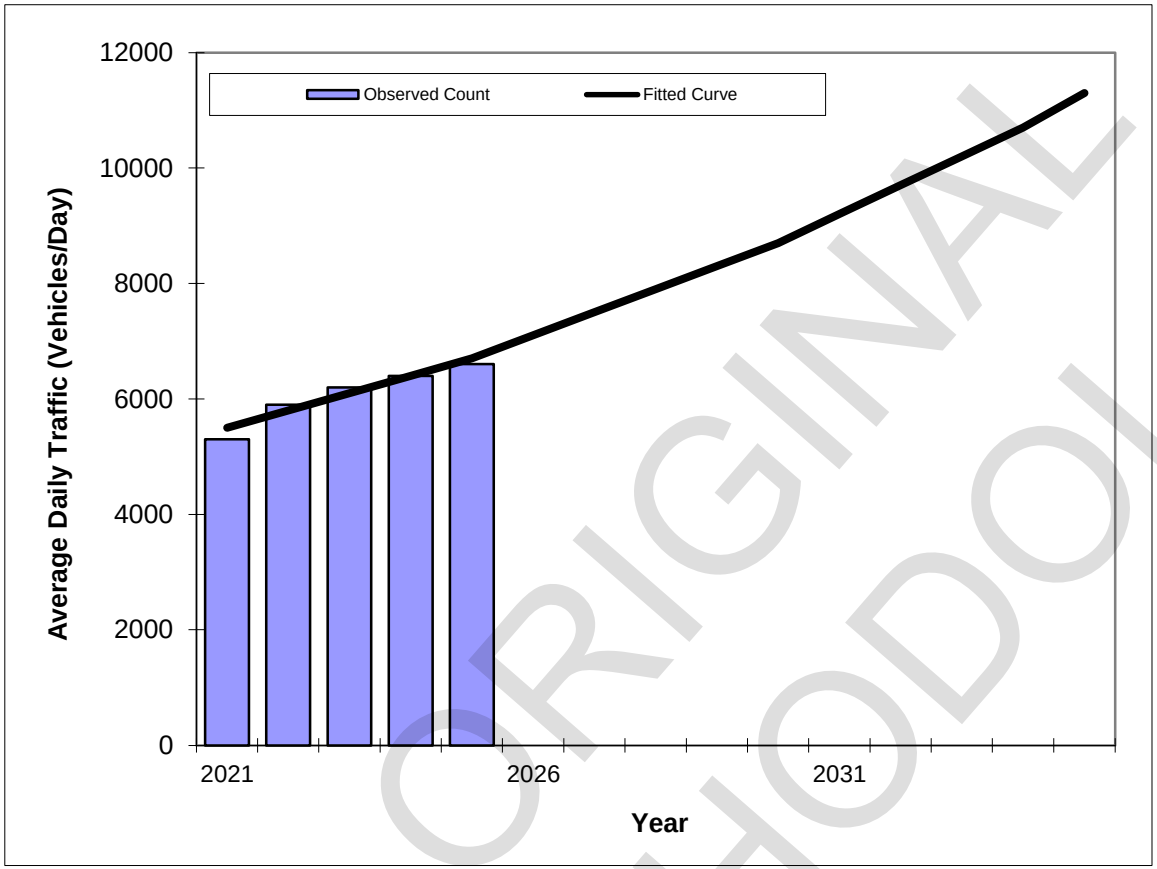
ORIGINAL METHODOLOGY

Traffic Trends - V2.0

10th St -- US 1 to S Myrtle Ave

PIN#	**1234**
Location	**1**

County:	Volusia (79)
Station #:	0
Highway:	10th St



Year	Traffic (ADT/AADT) Count*	Trend**
2021	5300	5500
2022	5900	5800
2023	6200	6100
2024	6400	6400
2025	6600	6700
2027 Opening Year Trend		
2027	N/A	7500
2030 Mid-Year Trend		
2030	N/A	8700
2035 Design Year Trend		
2035	N/A	11300
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

Trend R-squared:	91.81%
Compounded Annual Historic Growth Rate:	**5.06%**
Compounded Growth Rate (2025 to Design Year):	5.37%
Printed:	30-Mar-26

Exponential Growth Option

ORIGINAL METHODOLOGY

ATTACHMENT F
TIA Methodology Checklist

ORIGINAL METHODOLOGY

TIA METHODOLGY SUBMISSION CHECKLIST

Project Name: NSB Sprouts

Location: New Smyrna Beach

TRANSPORTATION IMPACT ANALYSIS METHODOLOGY	DESCRIPTION	INFORMATION INCLUDED		
		YES	NO	Remarks [1]
	Type of TIA Methodology: □ COMP PLAN □ REZONING **X** SITE PLAN			
	LAND USES being analyzed (# of units, sq. feet, etc.)			
	BUILD-OUT SCHEDULE proposed (state year(s))			
	Conceptual Site Plan or Proposed Access description			
	SITE LOCATION MAP relative to surrounding roadway network			
	Analysis Period(s): **X** AM □ Mid-Day **X** PM □ Weekend			
	Traffic Volume Counts (Day & Time)			
	Vested Trip Information (verify with nearby local government(s))			
	Proposed Project trip generation (check all that apply): **X** Daily **X** 2-Way Peak Hour **X** Internal Capture **X** Pass By Capture (<14% Adjacent Road)			
	Proposed project trip distribution and assignment (include map) **X** CFRPM □ by Engineering Judgment			
	ROADWAY SIGNIFICANCE TEST TABLE - (includes all 3-mile radius roadway segments, Number of Lanes, Adopted LOS Capacity (cite source), Project Distribution percentages, Project Trips, Project Trips/adopted capacity ratio, 3% significancetest check) ALONG WITH all Critical & Near-Critical map road segments within the appropriate radius (3-mile radius for all uses except Parks/Recreational uses (1.5 mile radius) & Convenience Stores (1-mile radius}			
	ANALYSIS MAP - 3-mile study area boundary including all Critical & Near-Critical map road segments and intersections within the appropriate radius			
	Proposed roadway segment to be analyzed (list)			
	Proposed intersections to be analyzed (list)			
	Proposed Critical & Near-Critical segments to be analyzed (list)			
	Background Traffic/Build-Out Traffic: □ CFRPM **X** Historical Growth Rate (state & justify proposed minimum)			
	Segment Analysis □ Signalized Corridor Analysis Required if Part of Signal System			
	Intersection Analysis □ HCS **X** Synchro □ Other			
	List Programmed Improvements within first three years: **X** FDOT Work Program **X** County CIP **X** City CIP			
	Proposed Alternative Modes Study (commit to studying project's alternative mode needs associated with transit connection, pedestrian & bicycle facilities, school student access needs, etc.) □ Study to Include TPO's Transit Development Guidelines			
	Transportation Improvements (commit to identifying roadway & intersection improvements in TIA if deficiencies are identified)			
	Concurrency mitigation strategy (commit to including this in TIA)			

1 - Remarks: Justify "NO"

Submitted By: Emanuelle D Rodríguez Muñiz, P.E., IMSA 1 **Date:**

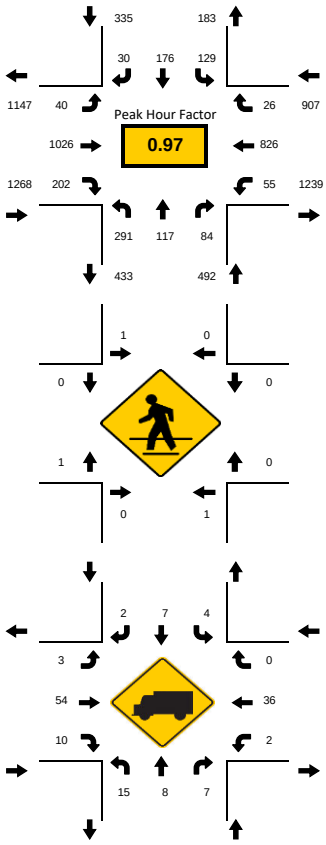
ORIGINAL METHODOLOGY

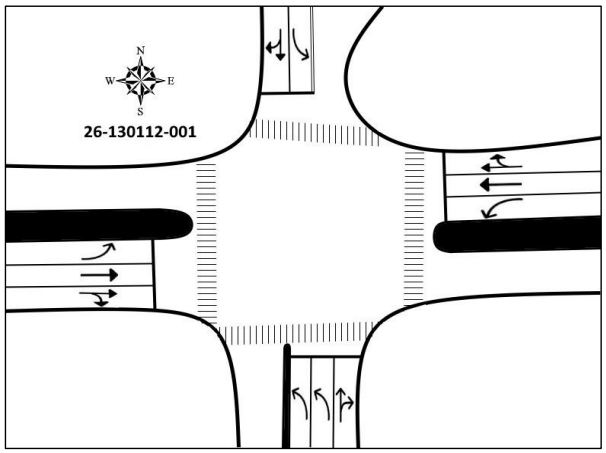
APPENDIX C
Turning Movement Counts

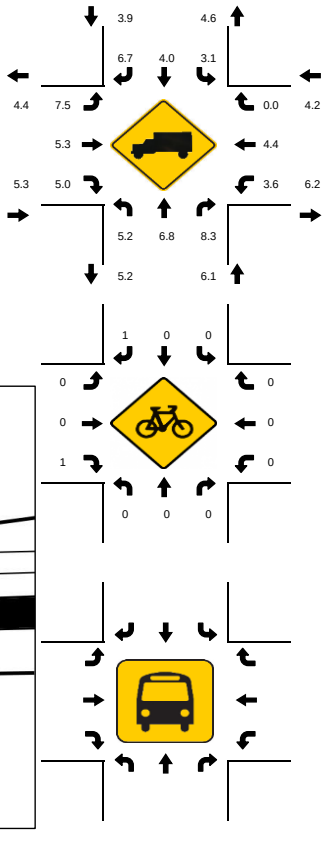
LOCATION: Wallace Rd/Mission Dr & SR 44
CITY/STATE: New Smyrna Beach, FL

PROJECT ID: 26-130112-001
DATE: Wed, Mar 25, 2026

Peak-Hour: 07:45 AM - 08:45 AM
Peak 15-Minute: 08:15 AM - 08:30 AM





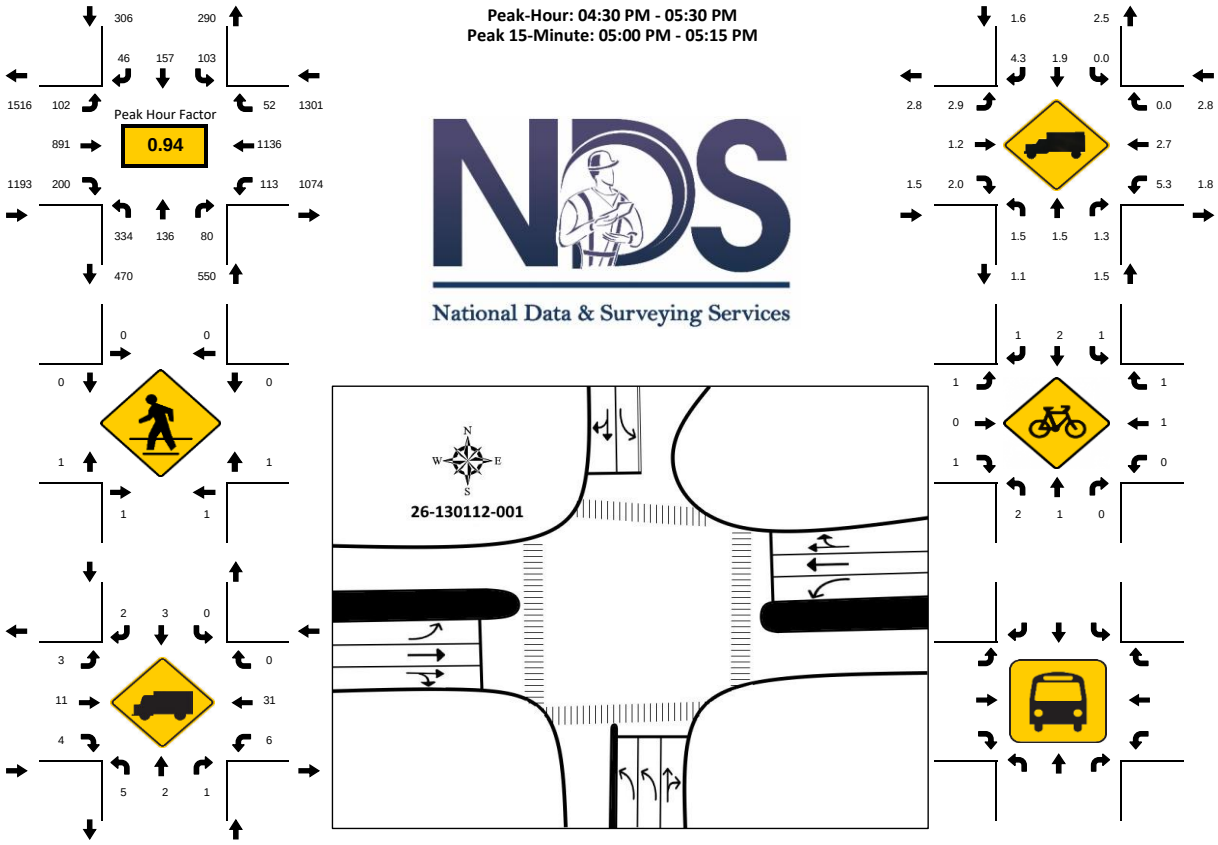


15-Min Count Period Beginning At	Wallace Rd/Mission Dr Northbound					Wallace Rd/Mission Dr Southbound					SR 44 Eastbound					SR 44 Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
7:00 AM	56	17	10	0		11	10	5	0		8	158	24	0		4	125	3	0		431	2434
7:15 AM	46	24	28	0		20	21	6	0		6	186	29	0		8	181	5	0		560	2758
7:30 AM	68	16	28	0		24	20	7	0		7	254	42	3		15	197	11	0		692	2973
7:45 AM	55	22	20	0		24	42	4	0		8	293	58	1		4	216	4	0		751	3002
8:00 AM	75	29	16	0		39	60	7	0		8	212	58	1		15	228	7	0		755	2986
8:15 AM	89	34	21	0		33	48	9	0		8	278	47	0		20	180	8	0		775	2231
8:30 AM	72	32	27	0		33	26	10	0		11	243	39	3		16	202	7	0		721	1456
8:45 AM	83	26	20	0		34	22	12	0		9	245	38	2		12	219	13	0		735	735
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	356	136	108	0		156	240	40	0		44	1172	232	12		80	912	32	0		**3520**	
Heavy Trucks	24	12	20	0		8	12	4	0		4	88	16	0		8	52	0	0		**248**	
Pedestrians		4					4					4					0				**12**	
Bicycles	0	0	0	0		0	0	4	0		0	0	4	0		0	0	0	0		**8**	
Buses																					**0**	
Stopped Buses																						

LOCATION: Wallace Rd/Mission Dr & SR 44
CITY/STATE: New Smyrna Beach, FL

PROJECT ID: 26-130112-001
DATE: Wed, Mar 25, 2026

Peak-Hour: 04:30 PM - 05:30 PM
Peak 15-Minute: 05:00 PM - 05:15 PM



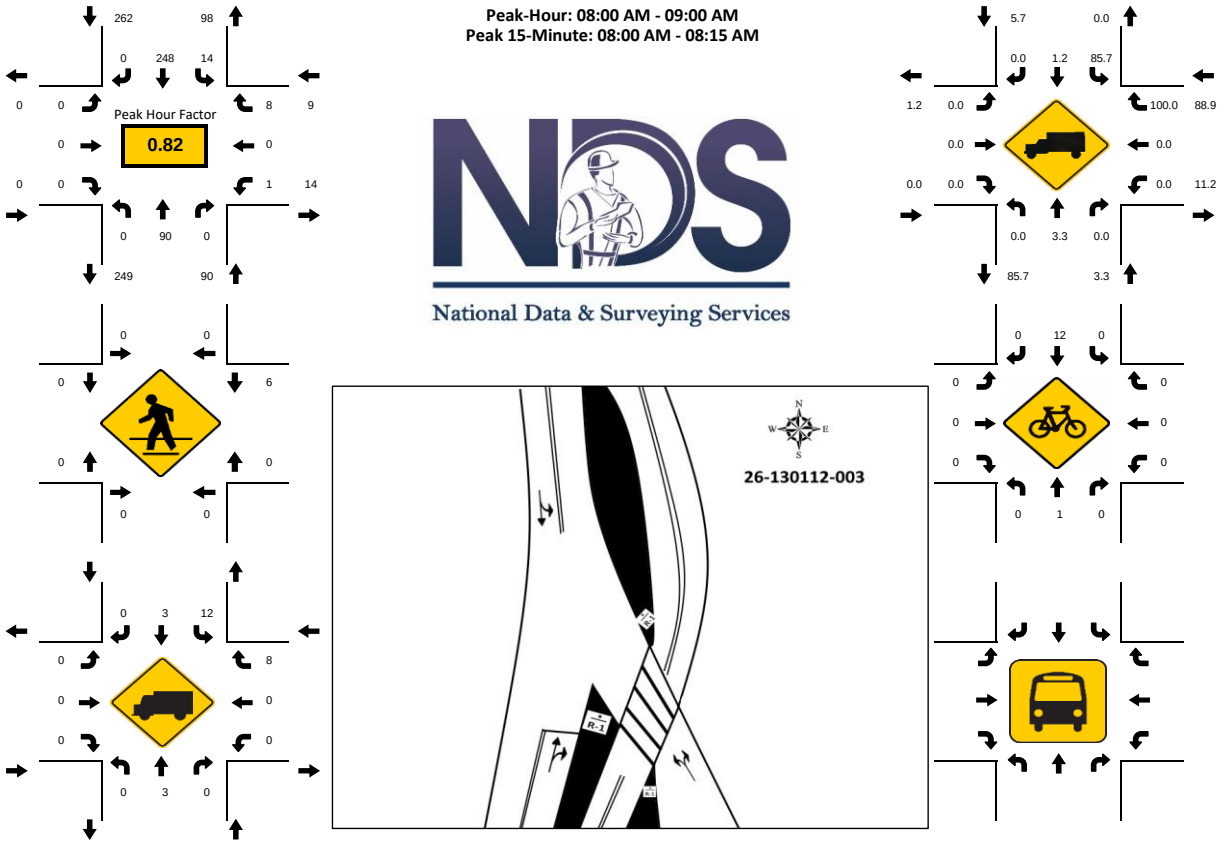
15-Min Count Period Beginning At	Wallace Rd/Mission Dr Northbound					Wallace Rd/Mission Dr Southbound					SR 44 Eastbound					SR 44 Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
4:00 PM	67	32	21	0		20	33	14	0		17	250	65	6		26	303	11	0		865	3286
4:15 PM	81	44	18	0		21	43	13	0		11	234	48	3		21	261	13	0		811	3315
4:30 PM	94	31	20	0		23	38	13	0		16	195	46	0		35	274	13	0		798	3350
4:45 PM	73	32	21	0		29	42	12	0		21	248	51	3		16	250	14	0		812	3302
5:00 PM	97	40	17	0		31	46	11	0		29	219	49	3		26	317	9	0		894	3142
5:15 PM	70	33	22	0		20	31	10	0		26	229	54	4		36	295	16	0		846	2248
5:30 PM	50	26	17	0		26	37	14	0		20	249	49	3		14	235	10	0		750	1402
5:45 PM	58	37	20	0		17	41	9	0		18	194	45	1		18	184	10	0		652	652

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	388	160	88	0		124	184	52	0		116	992	216	16		144	1268	64	0		**3812**
Heavy Trucks	8	8	4	0		0	8	8	0		8	16	8	0		12	40	0	0		**120**
Pedestrians		8					0					4					4				**16**
Bicycles	4	4	0	4		4	4	4	0		4	0	4	0		0	4	4	0		**36**
Buses																					**0**
Stopped Buses																					

LOCATION: S Myrtle Ave & Endsley Ln
CITY/STATE: New Smyrna Beach, FL

PROJECT ID: 26-130112-003
DATE: Wed, Mar 25, 2026

Peak-Hour: 08:00 AM - 09:00 AM
Peak 15-Minute: 08:00 AM - 08:15 AM



15-Min Count Period Beginning At	S Myrtle Ave Northbound					S Myrtle Ave Southbound					Endsley Ln Eastbound					Endsley Ln Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
7:00 AM	0	6	0	0		2	4	0	0		1	0	0	0		0	0	0	0		13	199
7:15 AM	0	35	0	0		0	14	1	0		0	0	0	0		0	0	2	0		52	296
7:30 AM	0	34	0	0		2	34	0	0		0	0	0	0		0	0	2	0		72	349
7:45 AM	0	17	0	0		1	42	0	0		0	0	0	0		0	0	2	0		62	341
8:00 AM	0	23	0	0		2	85	0	0		0	0	0	0		0	0	0	0		110	361
8:15 AM	0	27	0	0		4	72	0	0		0	0	0	0		0	0	2	0		105	251
8:30 AM	0	20	0	0		4	38	0	0		0	0	0	0		1	0	1	0		64	146
8:45 AM	0	20	0	0		4	53	0	0		0	0	0	0		0	0	5	0		82	82
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	0	108	0	0		16	340	0	0		0	0	0	0		4	0	20	0		**488**	
Heavy Trucks	0	12	0	0		16	8	0	0		0	0	0	0		0	0	20	0		**56**	
Pedestrians		0					0					0					16				**16**	
Bicycles	0	4	0	0		0	20	0	0		0	0	0	0		0	0	0	0		**24**	
Buses																					**0**	
Stopped Buses																						

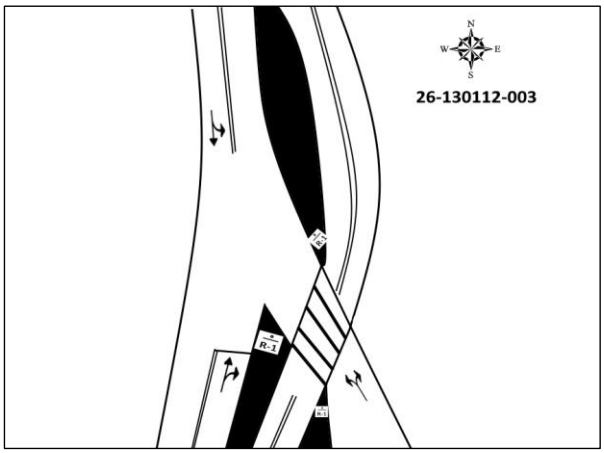
LOCATION: S Myrtle Ave & Endsley Ln
CITY/STATE: New Smyrna Beach, FL

PROJECT ID: 26-130112-003
DATE: Wed, Mar 25, 2026

Peak-Hour: 04:45 PM - 05:45 PM
Peak 15-Minute: 05:30 PM - 05:45 PM

Peak Hour Factor: **0.90**

National Data & Surveying Services



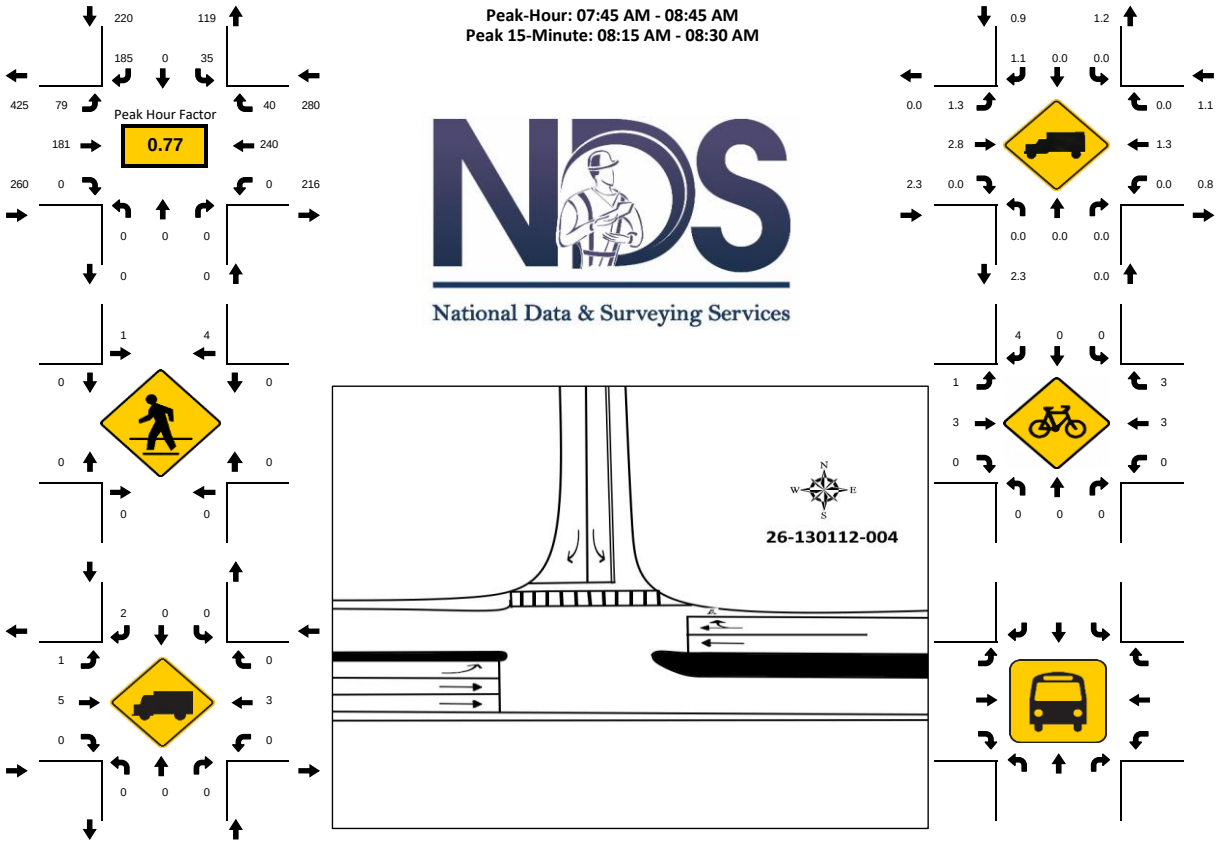
15-Min Count Period Beginning At	S Myrtle Ave Northbound					S Myrtle Ave Southbound					Endsley Ln Eastbound					Endsley Ln Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
4:00 PM	0	8	0	0		0	17	0	0		0	0	0	0		0	0	0	0		25	125
4:15 PM	0	14	0	0		0	21	0	0		0	0	0	0		0	0	0	0		35	142
4:30 PM	0	12	0	0		0	19	1	0		0	0	0	0		0	0	0	0		32	147
4:45 PM	0	16	0	0		0	17	0	0		0	0	0	0		0	0	0	0		33	159
5:00 PM	0	21	0	0		0	21	0	0		0	0	0	0		0	0	0	0		42	147
5:15 PM	0	21	0	0		0	18	0	0		1	0	0	0		0	0	0	0		40	105
5:30 PM	0	19	0	0		0	25	0	0		0	0	0	0		0	0	0	0		44	65
5:45 PM	0	6	0	0		0	15	0	0		0	0	0	0		0	0	0	0		21	21

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	0	84	0	0		0	100	0	0		4	0	0	0		0	0	0	0		**188**
Heavy Trucks	0	4	0	0		0	0	0	0		0	0	0	0		0	0	0	0		**4**
Pedestrians		0					0					0					4				**4**
Bicycles	0	16	0	0		0	8	0	0		0	0	0	0		0	0	0	0		**24**
Buses																					**0**
Stopped Buses																					

LOCATION: S Myrtle Ave & 10th St
CITY/STATE: New Smyrna Beach, FL

PROJECT ID: 26-130112-004
DATE: Wed, Mar 25, 2026

Peak-Hour: 07:45 AM - 08:45 AM
Peak 15-Minute: 08:15 AM - 08:30 AM



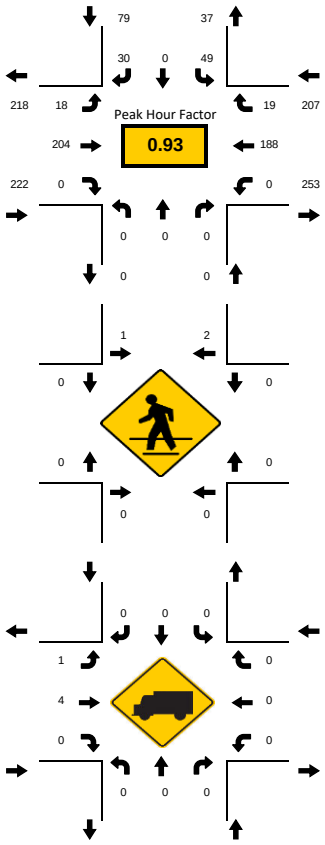
15-Min Count Period Beginning At	S Myrtle Ave Northbound					S Myrtle Ave Southbound					10th St Eastbound					10th St Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
7:00 AM	0	0	0	0		0	0	4	0		4	8	0	1		0	8	2	0		27	360
7:15 AM	0	0	0	0		2	0	9	0		38	3	0	2		0	3	0	0		57	548
7:30 AM	0	0	0	0		4	0	25	0		22	27	0	1		0	31	2	0		112	738
7:45 AM	0	0	0	0		5	0	34	0		13	48	0	0		0	59	5	0		164	760
8:00 AM	0	0	0	0		7	0	62	0		23	41	0	0		0	73	9	0		215	755
8:15 AM	0	0	0	0		11	0	71	0		25	59	0	0		0	71	10	0		247	540
8:30 AM	0	0	0	0		12	0	18	0		18	33	0	0		0	37	16	0		134	293
8:45 AM	0	0	0	0		23	0	16	0		26	34	0	0		0	34	26	0		159	159

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	0	0	0	0		48	0	284	0		100	236	0	0		0	292	64	0		**1024**
Heavy Trucks	0	0	0	0		0	0	4	0		4	8	0	0		0	4	0	0		**20**
Pedestrians		0					12					0					0				**12**
Bicycles	0	0	0	0		0	0	8	0		4	4	0	0		0	8	8	0		**32**
Buses																					**0**
Stopped Buses																					

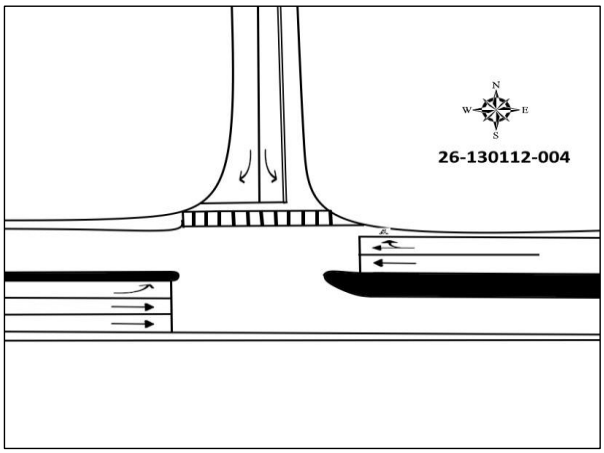
LOCATION: S Myrtle Ave & 10th St
CITY/STATE: New Smyrna Beach, FL

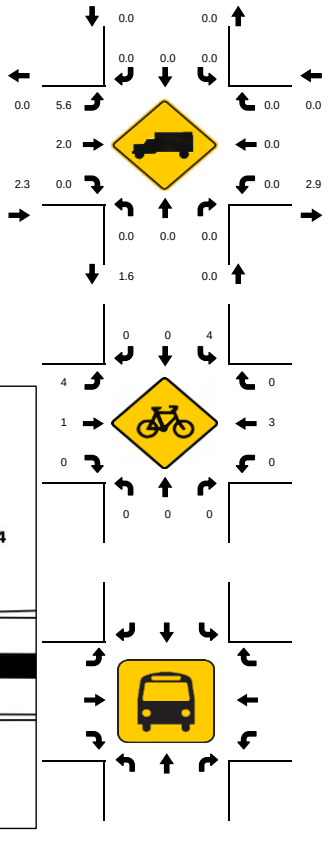
PROJECT ID: 26-130112-004
DATE: Wed, Mar 25, 2026

Peak-Hour: 04:30 PM - 05:30 PM
Peak 15-Minute: 04:30 PM - 04:45 PM



National Data & Surveying Services





15-Min Count Period Beginning At	S Myrtle Ave Northbound					S Myrtle Ave Southbound					10th St Eastbound					10th St Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
4:00 PM	0	0	0	0		14	0	7	0		5	51	0	0		0	62	3	0		142	505
4:15 PM	0	0	0	0		10	0	5	0		6	38	0	0		0	44	3	0		106	483
4:30 PM	0	0	0	0		9	0	2	0		5	59	0	0		0	57	4	0		136	508
4:45 PM	0	0	0	0		7	0	2	0		3	58	0	0		0	45	6	0		121	467
5:00 PM	0	0	0	0		15	0	14	0		2	43	0	1		0	44	1	0		120	440
5:15 PM	0	0	0	0		18	0	12	0		6	44	0	1		0	42	8	0		131	320
5:30 PM	0	0	0	0		15	0	12	0		1	34	0	1		0	30	2	0		95	189
5:45 PM	0	0	0	0		3	0	10	0		4	41	0	0		0	32	4	0		94	94

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	0	0	0	0		72	0	56	0		24	236	0	4		0	228	32	0		**652**
Heavy Trucks	0	0	0	0		0	0	0	0		4	8	0	0		0	0	0	0		**12**
Pedestrians		0					8					0					0				**8**
Bicycles	0	0	0	0		12	0	0	0		16	4	0	0		0	8	0	0		**40**
Buses																					**0**
Stopped Buses																					

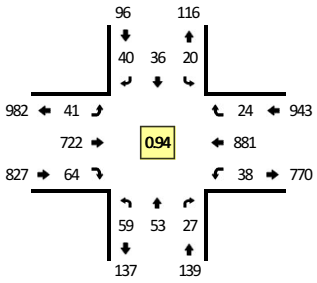
Type of peak hour being reported: Intersection Peak

Method for determining peak hour: Total Entering Volume

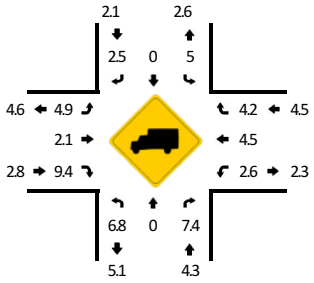
LOCATION: Myrtle Ave -- Lytle Ave
CITY/STATE: New Smyrna Beach, FL

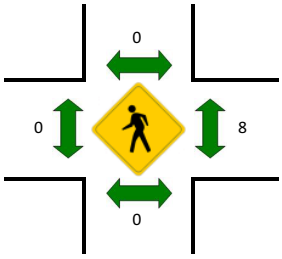
QC JOB #: 17640804
DATE: Tue, May 19 2026

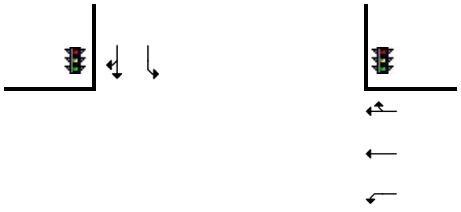
Peak-Hour: 4:00 PM -- 5:00 PM
Peak 15-Min: 4:00 PM -- 4:15 PM

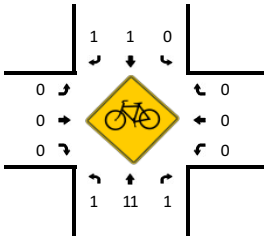


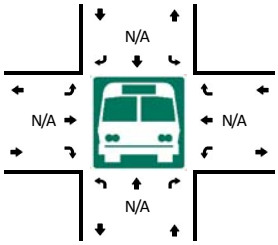
TRUE DATA TO IMPROVE MOBILITY

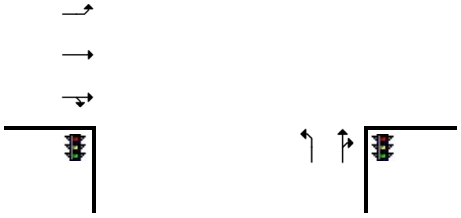


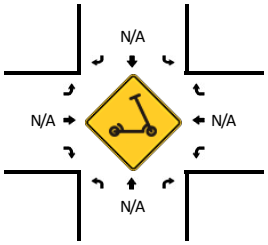












R* = RTOR

15-Min Count Period Beginning At	Myrtle Ave (Northbound)					Myrtle Ave (Southbound)					Lytle Ave (Eastbound)					Lytle Ave (Westbound)					Total	Hourly Totals
	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*		
4:00 PM	5	5	2	0	3	5	17	4	0	5	13	184	24	0	4	16	243	6	0	0	536	
4:15 PM	20	12	2	0	7	5	11	9	0	4	14	185	17	0	1	9	227	5	0	1	529	
4:30 PM	22	21	3	0	5	4	6	3	0	6	8	181	13	1	1	9	199	8	0	0	490	
4:45 PM	12	15	4	0	1	6	2	3	0	6	4	172	4	1	0	3	212	4	1	0	450	2005
5:00 PM	2	4	0	0	3	1	10	3	0	5	7	176	6	0	0	9	236	2	0	0	464	1933
5:15 PM	3	5	3	0	1	8	3	1	0	3	3	187	8	0	0	2	173	0	0	0	400	1804
5:30 PM	1	5	4	0	0	7	7	5	0	3	5	183	9	0	0	5	194	4	0	0	432	1746
5:45 PM	4	5	0	0	0	3	9	3	0	2	4	225	14	0	0	10	127	2	0	1	409	1705

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	
All Vehicles	20	20	20	0	12	20	68	36	0	20	52	736	112	0	16	64	972	24	0	0	2192
Heavy Trucks	0	0	0			4	0	0			4	24	8			0	36	0			76
Buses																					
Pedestrians		0					0					0					0				0
Bicycles	0	0	0			0	0	0			0	0	0			0	0	0			0
Scooters																					

Comments:

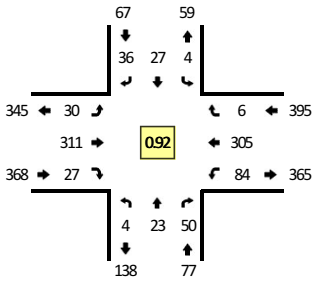
Report generated on 5/29/2026 5:46 PM

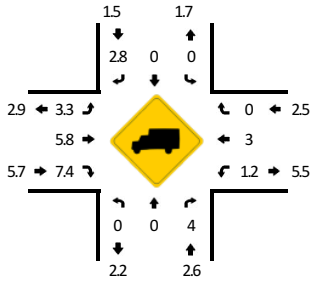
SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

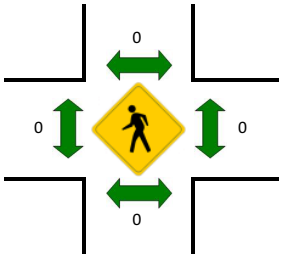
LOCATION: Myrtle Ave -- Canal St | **QC JOB #:** 17640801
CITY/STATE: New Smyrna Beach, FL | **DATE:** Tue, May 19 2026

Peak-Hour: 7:30 AM -- 8:30 AM
Peak 15-Min: 7:45 AM -- 8:00 AM

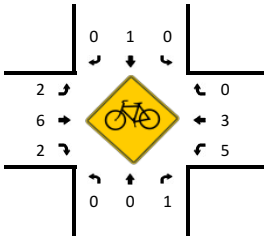


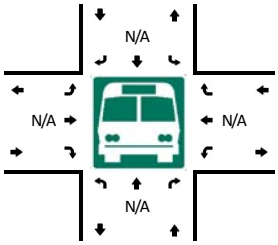


TRUE DATA TO IMPROVE MOBILITY

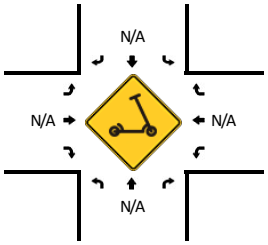












R* = RTOR

15-Min Count Period Beginning At	Myrtle Ave (Northbound)					Myrtle Ave (Southbound)					Canal St (Eastbound)					Canal St (Westbound)					Total	Hourly Totals
	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*		
7:00 AM	0	6	5	0	0	1	2	4	0	0	10	38	4	0	0	4	32	0	0	0	106	
7:15 AM	2	3	5	0	0	1	6	8	0	0	11	52	4	0	0	6	52	0	0	0	150	
7:30 AM	2	5	8	0	0	2	6	11	0	0	9	82	8	0	0	9	63	2	0	0	207	
7:45 AM	1	6	16	0	0	0	12	12	0	0	8	85	6	0	0	19	81	0	0	0	246	709
8:00 AM	0	6	10	0	0	0	5	9	0	0	9	61	7	0	0	34	77	4	0	0	222	825
8:15 AM	1	6	16	0	0	2	4	4	0	0	4	83	6	0	0	22	84	0	0	0	232	907
8:30 AM	3	4	12	0	0	0	1	3	0	0	3	81	3	0	0	12	73	2	0	0	197	897
8:45 AM	1	3	8	0	0	3	11	2	0	0	5	84	7	0	0	16	105	1	0	0	246	897

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	
All Vehicles	4	24	64	0	0	0	48	48	0	0	32	340	24	0	0	76	324	0	0	0	984
Heavy Trucks	0	0	0			0	0	4			0	24	0			0	20	0			48
Buses																					
Pedestrians		0					0					0					0				0
Bicycles	0	0	0			0	0	0			0	8	4			4	4	0			20
Scooters																					

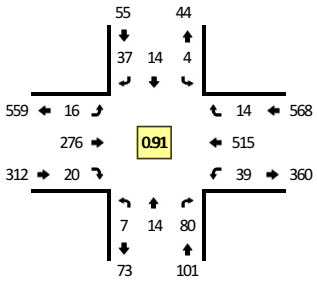
Comments:

Report generated on 5/29/2026 5:46 PM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

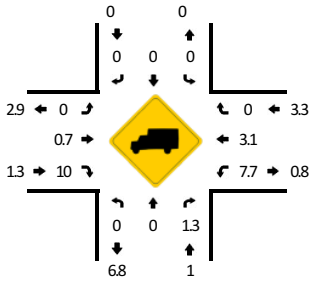
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

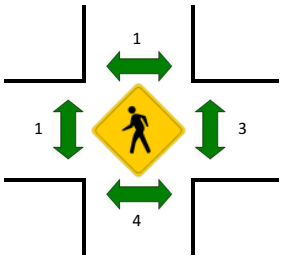
LOCATION: Myrtle Ave -- Canal St | **QC JOB #:** 17640802
CITY/STATE: New Smyrna Beach, FL | **DATE:** Tue, May 19 2026

Peak-Hour: 4:00 PM -- 5:00 PM
Peak 15-Min: 4:15 PM -- 4:30 PM

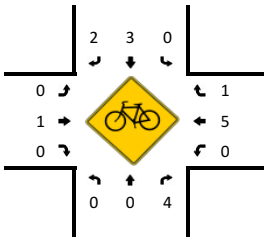


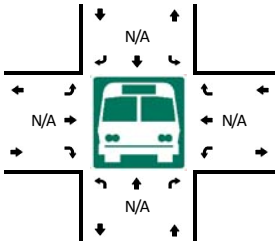
TRUE DATA TO IMPROVE MOBILITY



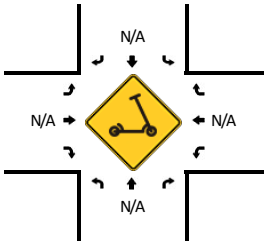












R* = RTOR

15-Min Count Period Beginning At	Myrtle Ave (Northbound)					Myrtle Ave (Southbound)					Canal St (Eastbound)					Canal St (Westbound)					Total	Hourly Totals
	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*		
4:00 PM	0	2	19	0	0	1	6	8	0	0	3	79	4	0	0	15	138	5	0	0	280	
4:15 PM	3	5	20	0	0	1	4	11	0	0	8	68	6	0	0	8	147	3	0	0	284	
4:30 PM	2	5	22	0	0	0	1	7	0	0	3	55	4	0	0	11	137	3	0	0	250	
4:45 PM	2	2	19	0	0	2	3	11	0	0	2	74	6	0	0	5	93	3	0	0	222	1036
5:00 PM	3	3	16	0	0	1	1	5	0	0	9	76	2	0	0	10	130	0	0	0	256	1012
5:15 PM	0	1	11	0	0	1	5	9	0	0	1	76	9	0	0	3	89	3	0	0	208	936
5:30 PM	2	2	8	0	0	2	2	8	0	0	7	73	3	0	0	10	104	1	0	0	222	908
5:45 PM	0	3	9	0	0	5	2	10	0	0	8	56	2	0	0	9	103	2	0	0	209	895

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	
All Vehicles	12	20	80	0	0	4	16	44	0	0	32	272	24	0	0	32	588	12	0	0	1136
Heavy Trucks	0	0	0			0	0	0			0	4	0			0	12	0			16
Buses																					
Pedestrians		4					0					0					0				4
Bicycles	0	0	12			0	4	0			0	4	0			0	4	4			28
Scooters																					

Comments:

Report generated on 5/29/2026 5:46 PM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

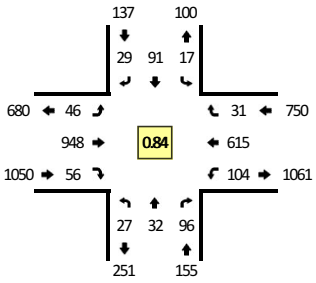
Type of peak hour being reported: Intersection Peak

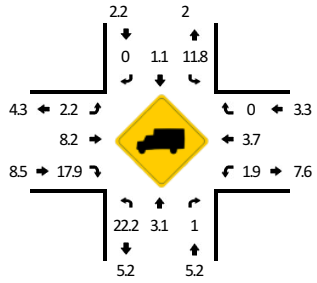
Method for determining peak hour: Total Entering Volume

LOCATION: Myrtle Ave -- Lytle Ave
CITY/STATE: New Smyrna Beach, FL

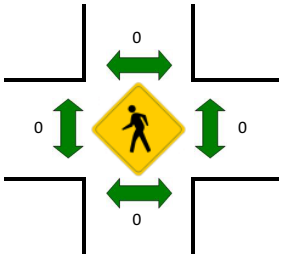
QC JOB #: 17640803
DATE: Tue, May 19 2026

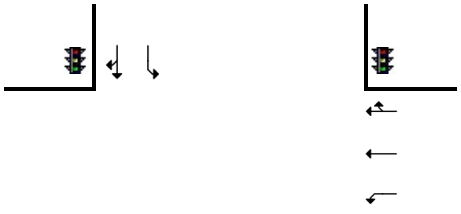
Peak-Hour: 7:30 AM -- 8:30 AM
Peak 15-Min: 7:45 AM -- 8:00 AM

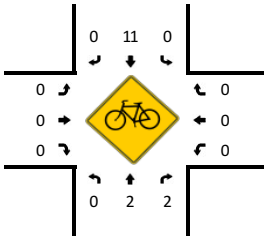


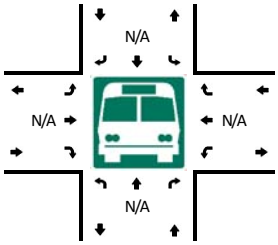


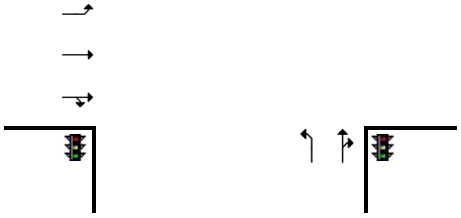
TRUE DATA TO IMPROVE MOBILITY

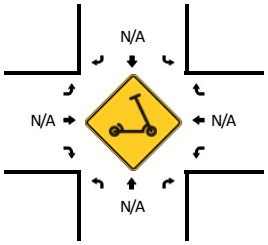












R* = RTOR

15-Min Count Period Beginning At	Myrtle Ave (Northbound)					Myrtle Ave (Southbound)					Lytle Ave (Eastbound)					Lytle Ave (Westbound)					Total	Hourly Totals
	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*		
7:00 AM	3	3	5	0	4	8	7	3	0	1	8	151	3	1	2	3	111	5	1	0	319	
7:15 AM	5	2	3	0	4	4	5	1	0	2	4	208	6	2	1	3	110	5	0	0	365	
7:30 AM	5	6	9	0	12	2	11	4	0	3	6	236	8	0	0	15	161	7	0	0	485	
7:45 AM	5	7	16	0	30	1	29	2	0	2	9	263	8	2	2	40	191	13	0	0	620	1789
8:00 AM	5	12	8	0	8	8	32	9	0	1	11	229	19	5	3	27	140	2	0	0	519	1989
8:15 AM	12	7	4	0	9	6	19	5	0	3	11	220	14	2	2	22	123	9	0	0	468	2092
8:30 AM	7	8	3	0	2	4	13	4	0	4	7	205	15	5	1	5	154	12	1	0	450	2057
8:45 AM	5	8	3	0	1	8	17	6	0	6	6	265	22	1	4	16	158	6	0	1	533	1970

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	
All Vehicles	20	28	184	0	120	4	116	16	0	8	36	1052	40	8	8	160	764	52	0	0	2616
Heavy Trucks	0	0	0			0	0	0			4	72	8			4	28	0			116
Buses																					
Pedestrians		0					0					0					0				0
Bicycles	0	0	8			0	4	0			0	0	0			0	0	0			12
Scooters																					

Comments:

Report generated on 5/29/2026 5:46 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

APPENDIX D
FDOT Florida Traffic Online (FTO) Data

2024 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 7900 VOLUSIA COUNTYWIDE

MOCF: 0.97

WEEK	DATES	SF	PSCF
1	01/01/2024 - 01/06/2024	1.00	1.03
2	01/07/2024 - 01/13/2024	1.02	1.05
3	01/14/2024 - 01/20/2024	1.04	1.07
4	01/21/2024 - 01/27/2024	1.03	1.06
5	01/28/2024 - 02/03/2024	1.01	1.04
6	02/04/2024 - 02/10/2024	0.99	1.02
* 7	02/11/2024 - 02/17/2024	0.97	1.00
* 8	02/18/2024 - 02/24/2024	0.97	1.00
* 9	02/25/2024 - 03/02/2024	0.97	1.00
*10	03/03/2024 - 03/09/2024	0.96	0.99
*11	03/10/2024 - 03/16/2024	0.96	0.99
*12	03/17/2024 - 03/23/2024	0.96	0.99
*13	03/24/2024 - 03/30/2024	0.96	0.99
*14	03/31/2024 - 04/06/2024	0.96	0.99
*15	04/07/2024 - 04/13/2024	0.97	1.00
*16	04/14/2024 - 04/20/2024	0.97	1.00
*17	04/21/2024 - 04/27/2024	0.97	1.00
*18	04/28/2024 - 05/04/2024	0.98	1.01
*19	05/05/2024 - 05/11/2024	0.98	1.01
20	05/12/2024 - 05/18/2024	0.99	1.02
21	05/19/2024 - 05/25/2024	0.99	1.02
22	05/26/2024 - 06/01/2024	1.00	1.03
23	06/02/2024 - 06/08/2024	1.01	1.04
24	06/09/2024 - 06/15/2024	1.01	1.04
25	06/16/2024 - 06/22/2024	1.02	1.05
26	06/23/2024 - 06/29/2024	1.02	1.05
27	06/30/2024 - 07/06/2024	1.03	1.06
28	07/07/2024 - 07/13/2024	1.03	1.06
29	07/14/2024 - 07/20/2024	1.04	1.07
30	07/21/2024 - 07/27/2024	1.03	1.06
31	07/28/2024 - 08/03/2024	1.02	1.05
32	08/04/2024 - 08/10/2024	1.01	1.04
33	08/11/2024 - 08/17/2024	1.00	1.03
34	08/18/2024 - 08/24/2024	1.01	1.04
35	08/25/2024 - 08/31/2024	1.01	1.04
36	09/01/2024 - 09/07/2024	1.02	1.05
37	09/08/2024 - 09/14/2024	1.02	1.05
38	09/15/2024 - 09/21/2024	1.02	1.05
39	09/22/2024 - 09/28/2024	1.02	1.05
40	09/29/2024 - 10/05/2024	1.01	1.04
41	10/06/2024 - 10/12/2024	1.00	1.03
42	10/13/2024 - 10/19/2024	1.00	1.03
43	10/20/2024 - 10/26/2024	1.01	1.04
44	10/27/2024 - 11/02/2024	1.03	1.06
45	11/03/2024 - 11/09/2024	1.04	1.07
46	11/10/2024 - 11/16/2024	1.05	1.08
47	11/17/2024 - 11/23/2024	1.04	1.07
48	11/24/2024 - 11/30/2024	1.03	1.06
49	12/01/2024 - 12/07/2024	1.02	1.05
50	12/08/2024 - 12/14/2024	1.01	1.04
51	12/15/2024 - 12/21/2024	1.00	1.03
52	12/22/2024 - 12/28/2024	1.02	1.05
53	12/29/2024 - 12/31/2024	1.04	1.07

* PEAK SEASON

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APPENDIX E
Intersection Movement Volume Worksheets

Intersection Development Worksheet

Kimley»Horn
Expect More. Experience Better.

Intersection #:	1		*Existing Year:*	2026	*TMC Year:* 2026
Major Street:	SR 44	E/W	*Opening Year:*	2027	
Minor Street:	Mission Dr	N/S	*Design Year:*		
			Seasonal Factor:	1.00	
			Buildout Year Growth Rate:		
PHF:	0.97		*Design Year Growth Rate:*		

AM Peak Hour Trips: IN = 111 OUT = 70
AM Peak Hour Pass-by Trips: IN = 68 OUT = 67

Weekday AM Peak Hour 07:45 AM - 08:45 AM	Mission Dr								SR 44							
	Northbound				Southbound				Eastbound				Westbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
TMC (2026)	0	291	117	84	0	129	176	30	5	35	1026	202	0	55	826	26
Seasonal Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Heavy Vehicle (%)	0%	5%	7%	8%	0%	3%	4%	7%	0%	9%	5%	5%	0%	4%	4%	0%
Existing Year (2026)	**0**	**291**	**117**	**84**	**0**	**129**	**176**	**30**	**5**	**35**	**1,026**	**202**	**0**	**55**	**826**	**26**
Growth Factor (Linear)	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03
Approach Specific Growth Rate	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.70%	2.70%	2.70%	2.70%	2.70%	2.70%	2.70%	2.70%
Vested Trips																
Background (2027)	**0**	**297**	**119**	**86**	**0**	**132**	**180**	**31**	**5**	**36**	**1,054**	**207**	**0**	**56**	**848**	**27**
Project Assignment																
Ingress						3%					25%					
Egress															25%	3%
Project Trips	0	0	0	0	0	3	0	0	0	0	28	0	0	0	18	2
Pass-By Trips?																
Project Assignment																
Ingress																
Egress																
Pass-By Trips	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Buildout (2027)	**0**	**297**	**119**	**86**	**0**	**135**	**180**	**31**	**5**	**36**	**1082**	**207**	**0**	**56**	**866**	**29**

PHF: 0.94

PM Peak Hour Trips: IN = 155 OUT = 172
PM Peak Hour Pass-by Trips: IN = 118 OUT = 117

Weekday PM Peak Hour 04:30 PM - 05:30 PM	Mission Dr								SR 44							
	Northbound				Southbound				Eastbound				Westbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
TMC (2026)	0	334	136	80	0	103	157	46	10	92	891	200	0	113	1,136	52
Seasonal Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Heavy Vehicle (%)	0%	1%	1%	1%	0%	0%	2%	4%	0%	3%	1%	2%	0%	5%	3%	0%
Existing Year (2026)	**0**	**334**	**136**	**80**	**0**	**103**	**157**	**46**	**10**	**92**	**891**	**200**	**0**	**113**	**1,136**	**52**
Growth Factor (Linear)	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03
Approach Specific Growth Rate	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.70%	2.70%	2.70%	2.70%	2.70%	2.70%	2.70%	2.70%
Vested Trips																
Background (2027)	**0**	**341**	**139**	**82**	**0**	**105**	**160**	**47**	**10**	**94**	**915**	**205**	**0**	**116**	**1,167**	**53**
Project Assignment																
Ingress						3%					25%					
Egress															25%	3%
Project Trips	0	0	0	0	0	5	0	0	0	0	39	0	0	0	43	5
Pass-By Trips?	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Project Assignment																
Ingress																
Egress																
Project Trips	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Buildout (2027)	**0**	**341**	**139**	**82**	**0**	**110**	**160**	**47**	**10**	**94**	**954**	**205**	**0**	**116**	**1210**	**58**

Intersection Development Worksheet

Kimley»Horn
Expect More. Experience Better.

Intersection #:	2		*Existing Year:*	2026	*TMC Year:* 2026
Major Street:	SR 44	E/W	*Opening Year:*	2027	
Minor Street:	S Myrtle Ave	N/S	*Design Year:*		
			Seasonal Factor:	1.00	
			Buildout Year Growth Rate:		
PHF:	0.84		*Design Year Growth Rate:*		

AM Peak Hour Trips: IN = 111 OUT = 70
AM Peak Hour Pass-by Trips: IN = 68 OUT = 67

Weekday AM Peak Hour 07:30 AM - 08:30 AM	S Myrtle Ave								SR 44							
	Northbound				Southbound				Eastbound				Westbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
TMC (2026)	0	27	32	96	0	17	91	29	0	46	948	56	0	104	615	31
Seasonal Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Heavy Vehicle (%)	0%	22%	3%	1%	0%	12%	1%	0%	0%	2%	8%	18%	0%	2%	4%	0%
Existing Year (2026)	**0**	**27**	**32**	**96**	**0**	**17**	**91**	**29**	**0**	**46**	**948**	**56**	**0**	**104**	**615**	**31**
Growth Factor (Linear)	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03
Approach Specific Growth Rate	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.70%	2.70%	2.70%	2.70%	2.70%	2.70%	2.70%	2.70%
Vested Trips																
Background (2027)	**0**	**28**	**33**	**98**	**0**	**17**	**93**	**30**	**0**	**47**	**974**	**58**	**0**	**107**	**632**	**32**
Project Assignment																
Ingress							14%					28%		19%		
Egress		28%	14%	19%												
Project Trips	0	20	10	13	0	0	16	0	0	0	0	31	0	21	0	0
Pass-By Trips	0	22	0	32	0	0	0	0	0	0	-33	33	0	22	-22	0
Buildout (2027)	**0**	**70**	**43**	**143**	**0**	**17**	**109**	**30**	**0**	**47**	**941**	**122**	**0**	**150**	**610**	**32**

PM Peak Hour Trips: IN = 155 OUT = 172
PM Peak Hour Pass-by Trips: IN = 118 OUT = 117

PHF: 0.94

Weekday PM Peak Hour 4:00 PM - 5:00 PM	S Myrtle Ave								SR 44							
	Northbound				Southbound				Eastbound				Westbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
TMC (2026)	0	59	53	27	0	20	36	40	0	41	722	64	0	38	881	24
Seasonal Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Heavy Vehicle (%)	0%	7%	0%	7%	0%	5%	0%	3%	0%	5%	2%	9%	0%	3%	5%	4%
Existing Year (2026)	**0**	**59**	**53**	**27**	**0**	**20**	**36**	**40**	**0**	**41**	**722**	**64**	**0**	**38**	**881**	**24**
Growth Factor (Linear)	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03
Growth Factor	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.70%	2.70%	2.70%	2.70%	2.70%	2.70%	2.70%	2.70%
Vested Trips																
Background (2027)	**0**	**60**	**54**	**28**	**0**	**20**	**37**	**41**	**0**	**42**	**741**	**66**	**0**	**39**	**905**	**25**
Project Assignment																
Ingress							14%					28%		19%		
Egress		28%	14%	19%												
Project Trips	0	48	24	33	0	0	22	0	0	0	0	43	0	29	0	0
Pass-By Trips	0	56	0	46	0	0	0	0	0	0	-47	47	0	56	-56	0
Buildout (2027)	**0**	**164**	**78**	**107**	**0**	**20**	**59**	**41**	**0**	**42**	**694**	**156**	**0**	**124**	**849**	**25**

Intersection Development Worksheet

Kimley»Horn
Expect More. Experience Better.

Intersection #:	3		*Existing Year:*	2026	*TMC Year:* 2026
Major Street:	S Myrtle Ave	N/S	*Opening Year:*	2027	
Minor Street:	Endsley Ln	E/W	*Design Year:*		
			Seasonal Factor:	1.00	
			Buildout Year Growth Rate:		
PHF:	0.82		*Design Year Growth Rate:*		

AM Peak Hour Trips: IN = 111 OUT = 70
AM Peak Hour Pass-by Trips: IN = 68 OUT = 67

Weekday AM Peak Hour 08:00 AM - 09:00 AM	S Myrtle Ave								Endsley Ln							
	Northbound				Southbound				Eastbound				Westbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
TMC (2026)	0	0	155	0	0	14	237	0	0	0	0	0	0	1	0	8
Seasonal Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Heavy Vehicle (%)	0%	0%	5%	0%	0%	14%	5%	0%	0%	0%	0%	0%	0%	0%	0%	100%
Existing Year (2026)	**0**	**0**	**155**	**0**	**0**	**14**	**237**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**8**
Growth Factor (Exponential)	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02
Approach Specific Growth Rate	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
Vested Trips																
Background (2027)	**0**	**0**	**158**	**0**	**0**	**14**	**242**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**8**
Project Assignment																
Ingress			39%			1%										
Egress							39%									1%
Project Trips	0	0	43	0	0	1	27	0	0	0	0	0	0	0	0	1
Pass-By Trips	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Buildout (2027)	**0**	**0**	**201**	**0**	**0**	**15**	**269**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**9**

PHF: 0.90

PM Peak Hour Trips: IN = 155 OUT = 172
PM Peak Hour Pass-by Trips: IN = 118 OUT = 117

Weekday PM Peak Hour 04:45 PM - 05:45 PM	S Myrtle Ave								Endsley Ln							
	Northbound				Southbound				Eastbound				Westbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
TMC (2026)	0	0	139	0	0	0	138	0	0	0	0	0	0	0	0	0
Seasonal Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Heavy Vehicle (%)	0%	0%	4%	0%	0%	0%	5%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Existing Year (2026)	**0**	**0**	**139**	**0**	**0**	**0**	**138**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Growth Factor (Exponential)	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02
Growth Factor	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
Vested Trips																
Background (2027)	**0**	**0**	**142**	**0**	**0**	**0**	**141**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Project Assignment																
Ingress			39%			1%										
Egress							39%									1%
Project Trips	0	0	60	0	0	2	67	0	0	0	0	0	0	0	0	2
Pass-By Trips	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Buildout (2027)	**0**	**0**	**202**	**0**	**0**	**2**	**208**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2**

Intersection Development Worksheet

Kimley»Horn
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Intersection #:	4		*Existing Year:*	2026	*TMC Year:* 2026
Major Street:	10th St	E/W	*Opening Year:*	2027	
Minor Street:	S Myrtle Ave	N/S	*Design Year:*		
			Seasonal Factor:	1.00	
			Buildout Year Growth Rate:		
PHF:	0.77		*Design Year Growth Rate:*		

AM Peak Hour Trips: IN = 111 OUT = 70
AM Peak Hour Pass-by Trips: IN = 68 OUT = 67

Weekday AM Peak Hour 07:45 AM - 08:45 AM	S Myrtle Ave								10th St							
	Northbound				Southbound				Eastbound				Westbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
TMC (2026)	0	0	0	0	0	35	0	185	0	79	181	0	0	0	240	40
Seasonal Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Heavy Vehicle (%)	0%	0%	0%	0%	0%	0%	0%	1%	0%	1%	3%	0%	0%	0%	1%	0%
Existing Year (2026)	**0**	**0**	**0**	**0**	**0**	**35**	**0**	**185**	**0**	**79**	**181**	**0**	**0**	**0**	**240**	**40**
Growth Factor (Exponential)	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02
Approach Specific Growth Rate	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Vested Trips																
Background (2027)	**0**	**0**	**0**	**0**	**0**	**36**	**0**	**189**	**0**	**81**	**185**	**0**	**0**	**0**	**245**	**41**
Project Assignment																
Ingress										5%						34%
Egress						34%		5%								
Project Trips	0	0	0	0	0	24	0	4	0	6	0	0	0	0	0	38
Pass-By Trips?																
Project Assignment																
Ingress																
Egress																
Pass-By Trips	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Buildout (2027)	**0**	**0**	**0**	**0**	**0**	**60**	**0**	**193**	**0**	**87**	**185**	**0**	**0**	**0**	**245**	**79**

PM Peak Hour Trips: IN = 155 OUT = 172
PM Peak Hour Pass-by Trips: IN = 118 OUT = 117

PHF: 0.93

Weekday PM Peak Hour 04:30 PM - 05:30 PM	S Myrtle Ave								10th St							
	Northbound				Southbound				Eastbound				Westbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
TMC (2026)	0	0	0	0	0	49	0	30	2	16	204	0	0	0	188	19
Seasonal Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Heavy Vehicle (%)	0%	0%	0%	0%	0%	0%	0%	0%	0%	6%	2%	0%	0%	0%	0%	0%
Existing Year (2026)	**0**	**0**	**0**	**0**	**0**	**49**	**0**	**30**	**2**	**16**	**204**	**0**	**0**	**0**	**188**	**19**
Growth Factor (Exponential)	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02
Growth Factor	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Vested Trips																
Background (2027)	**0**	**0**	**0**	**0**	**0**	**50**	**0**	**31**	**2**	**16**	**208**	**0**	**0**	**0**	**192**	**19**
Project Assignment																
Ingress										5%						34%
Egress						34%		5%								
Project Trips	0	0	0	0	0	58	0	9	0	8	0	0	0	0	0	53
Pass-By Trips?	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Project Assignment																
Ingress																
Egress																
Project Trips	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Buildout (2027)	**0**	**0**	**0**	**0**	**0**	**108**	**0**	**40**	**2**	**24**	**208**	**0**	**0**	**0**	**192**	**72**

Intersection Development Worksheet

Kimley»Horn
Expect More. Experience Better.

Intersection #:	6		*Existing Year:*	2026	*TMC Year:*	2026	
Major Street:	S Myrtle Ave	N/S	*Opening Year:*	2027			
Minor Street:	Driveway A	E/W	*Design Year:*				
			Seasonal Factor:	1.00			
			Buildout Year Growth Rate:		*AM Peak Hour Trips:*	IN = 111	OUT = 70
PHF:	0.95		*Design Year Growth Rate:*		*AM Peak Hour Pass-by Trips:*	IN = 68	OUT = 67

Weekday AM Peak Hour	S Myrtle Ave								Driveway A							
	Northbound				Southbound				Eastbound				Westbound			
0	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
TMC (2026)	0	0	155	0	0	0	251	0	0	0	0	0	0	0	0	0
Seasonal Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Heavy Vehicle (%)	0%	0%	5%	0%	0%	0%	5%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Existing Year (2026)	**0**	**0**	**155**	**0**	**0**	**0**	**251**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Growth Factor (Exponential)	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02
Approach Specific Growth Rate	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
Vested Trips																
Background (2027)	**0**	**0**	**158**	**0**	**0**	**0**	**256**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Project Assignment																
Ingress				19%		31%	30%									
Egress			30%													31%
Project Trips	0	0	21	21	0	34	33	0	0	0	0	0	0	0	0	22
Pass-By Trips	0	0	27	0	0	32	24	0	0	0	0	0	0	4	0	30
Buildout (2027)	**0**	**0**	**206**	**21**	**0**	**66**	**313**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**0**	**52**

PHF:	0.95	*PM Peak Hour Trips:*	IN = 155	OUT = 172		
		PM Peak Hour Pass-by Trips:	IN = 118	OUT = 117		

Weekday PM Peak Hour	S Myrtle Ave								Driveway A							
	Northbound				Southbound				Eastbound				Westbound			
0	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
TMC (2026)	0	0	139	0	0	0	138	0	0	0	0	0	0	0	0	0
Seasonal Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Heavy Vehicle (%)	0%	0%	4%	0%	0%	0%	5%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Existing Year (2026)	**0**	**0**	**139**	**0**	**0**	**0**	**138**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Growth Factor (Exponential)	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02
Growth Factor	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
Vested Trips																
Background (2027)	**0**	**0**	**142**	**0**	**0**	**0**	**141**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Project Assignment																
Ingress				19%		31%	30%									
Egress			30%													31%
Project Trips	0	0	51	29	0	48	47	0	0	0	0	0	0	0	0	53
Pass-By Trips	0	0	51	0	0	56	48	0	0	0	0	0	0	4	0	55
Buildout (2027)	**0**	**0**	**244**	**29**	**0**	**104**	**236**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**0**	**108**

Intersection Development Worksheet

Kimley»Horn
Expect More. Experience Better.

Intersection #:	7		*Existing Year:*	2026	*TMC Year:*	2026	
Major Street:	S Myrtle Ave	N/S	*Opening Year:*	2027			
Minor Street:	Driveway B	E/W	*Design Year:*				
			Seasonal Factor:	1.00			
			Buildout Year Growth Rate:		*AM Peak Hour Trips:*	IN = 111	OUT = 70
PHF:	0.95		*Design Year Growth Rate:*		*AM Peak Hour Pass-by Trips:*	IN = 68	OUT = 67

Weekday AM Peak Hour	S Myrtle Ave								Driveway B							
	Northbound				Southbound				Eastbound				Westbound			
0	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
TMC (2026)	0	0	155	0	0	0	251	0	0	0	0	0	0	0	0	0
Seasonal Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Heavy Vehicle (%)	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Existing Year (2026)	**0**	**0**	**155**	**0**	**0**	**0**	**251**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Growth Factor (Exponential)	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02
Approach Specific Growth Rate	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
Vested Trips																
Background (2027)	**0**	**0**	**158**	**0**	**0**	**0**	**256**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Project Assignment																
Ingress			19%	20%		29%	1%									
Egress			1%											39%		30%
Project Trips	0	0	21	22	0	32	1	0	0	0	0	0	0	27	0	21
Pass-By Trips	0	0	-5	5	0	32	-4	0	0	0	0	0	0	4	0	30
Buildout (2027)	**0**	**0**	**174**	**27**	**0**	**64**	**253**	**0**	**0**	**0**	**0**	**0**	**0**	**31**	**0**	**51**

PHF:	0.95	*PM Peak Hour Trips:*	IN = 155	OUT = 172		
		PM Peak Hour Pass-by Trips:	IN = 118	OUT = 117		

Weekday PM Peak Hour	S Myrtle Ave								Driveway B							
	Northbound				Southbound				Eastbound				Westbound			
0	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
TMC (2026)	0	0	139	0	0	0	138	0	0	0	0	0	0	0	0	0
Seasonal Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Heavy Vehicle (%)	0%	0%	4%	0%	0%	0%	5%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Existing Year (2026)	**0**	**0**	**139**	**0**	**0**	**0**	**138**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Growth Factor (Exponential)	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02
Growth Factor	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
Vested Trips																
Background (2027)	**0**	**0**	**142**	**0**	**0**	**0**	**141**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Project Assignment																
Ingress			19%	20%		29%	1%									
Egress			1%											39%		30%
Project Trips	0	0	31	31	0	45	2	0	0	0	0	0	0	67	0	50
Pass-By Trips	0	0	-8	8	0	56	-4	0	0	0	0	0	0	4	0	55
Buildout (2027)	**0**	**0**	**165**	**39**	**0**	**101**	**139**	**0**	**0**	**0**	**0**	**0**	**0**	**71**	**0**	**105**

Intersection Development Worksheet

Kimley»Horn
Expect More. Experience Better.

Intersection #:	5		*Existing Year:*	2026	*TMC Year:*	2026	
Major Street:	Canal Street	E/W	*Opening Year:*	2027			
Minor Street:	Myrtle Ave	N/S	*Design Year:*				
			Seasonal Factor:	1.00			
			Buildout Year Growth Rate:		*AM Peak Hour Trips:*	IN = 111	OUT = 70
PHF:	0.92		*Design Year Growth Rate:*		*AM Peak Hour Pass-by Trips:*	IN = 68	OUT = 67

Weekday AM Peak Hour	Myrtle Ave								Canal Street							
	Northbound				Southbound				Eastbound				Westbound			
0	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
TMC (2026)	0	4	23	50	0	4	27	36	0	30	311	27	0	84	305	6
Seasonal Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Heavy Vehicle (%)	0%	0%	0%	4%	0%	0%	0%	3%	0%	3%	6%	7%	0%	1%	3%	0%
Existing Year (2026)	**0**	**4**	**23**	**50**	**0**	**4**	**27**	**36**	**0**	**30**	**311**	**27**	**0**	**84**	**305**	**6**
Growth Factor (Exponential)	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06
Approach Specific Growth Rate	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	5.80%	5.80%	5.80%	5.80%	5.80%	5.80%	5.80%	5.80%
Vested Trips																
Background (2027)	**0**	**4**	**23**	**51**	**0**	**4**	**28**	**37**	**0**	**32**	**329**	**29**	**0**	**89**	**323**	**6**
Project Assignment																
Ingress														14%		
Egress				14%												
Project Trips	0	0	0	10	0	0	0	0	0	0	0	0	0	16	0	0
Pass-By Trips?		Yes		Yes							Yes	Yes		Yes	Yes	
Project Assignment																
Ingress																
Egress																
Pass-By Trips	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Buildout (2027)	**0**	**4**	**23**	**61**	**0**	**4**	**28**	**37**	**0**	**32**	**329**	**29**	**0**	**105**	**323**	**6**

		PM Peak Hour Trips:	IN = 155	OUT = 172	
PHF:	0.91	*PM Peak Hour Pass-by Trips:*	IN = 118	OUT = 117	

Weekday PM Peak Hour	Myrtle Ave								Canal Street							
	Northbound				Southbound				Eastbound				Westbound			
0	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
TMC (2026)	0	7	14	80	0	4	14	37	0	16	276	20	0	39	515	14
Seasonal Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Heavy Vehicle (%)	0%	0%	0%	1%	0%	0%	0%	0%	0%	0%	70%	10%	0%	8%	3%	0%
Existing Year (2026)	**0**	**7**	**14**	**80**	**0**	**4**	**14**	**37**	**0**	**16**	**276**	**20**	**0**	**39**	**515**	**14**
Growth Factor (Exponential)	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06
Growth Factor	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	5.80%	5.80%	5.80%	5.80%	5.80%	5.80%	5.80%	5.80%
Vested Trips																
Background (2027)	**0**	**7**	**14**	**82**	**0**	**4**	**14**	**38**	**0**	**17**	**292**	**21**	**0**	**41**	**545**	**15**
Project Assignment																
Ingress														14%		
Egress				14%												
Project Trips	0	0	0	24	0	0	0	0	0	0	0	0	0	22	0	0
Pass-By Trips?	0	Yes	0	Yes	0	0	0	0	0	0	Yes	Yes	0	Yes	Yes	0
Project Assignment																
Ingress																
Egress																
Project Trips	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Buildout (2027)	**0**	**7**	**14**	**106**	**0**	**4**	**14**	**38**	**0**	**17**	**292**	**21**	**0**	**63**	**545**	**15**

Intersection Development Worksheet

Kimley»Horn
Expect More. Experience Better.

Intersection #:	8		*Existing Year:*	2026	*TMC Year:*	2026	
Major Street:	Endsley Lane	E/W	*Opening Year:*	2027			
Minor Street:	Driveway C	N/S	*Design Year:*				
			Seasonal Factor:	1.00			
			Buildout Year Growth Rate:		*AM Peak Hour Trips:*	IN = 111	OUT = 70
PHF:	0.95		*Design Year Growth Rate:*		*AM Peak Hour Pass-by Trips:*	IN = 68	OUT = 67

Weekday AM Peak Hour	Driveway C								Endsley Lane							
	Northbound				Southbound				Eastbound				Westbound			
0	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
TMC (2026)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9	0
Seasonal Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Heavy Vehicle (%)	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Existing Year (2026)	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**9**	**0**
Growth Factor (Exponential)	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02
Approach Specific Growth Rate	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
Vested Trips																
Background (2027)	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**9**	**0**
Project Assignment																
Ingress										1%						
Egress								1%								
Project Trips	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0
Pass-By Trips	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Buildout (2027)	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**1**	**0**	**0**	**0**	**0**	**9**	**0**

PHF:	0.95	*PM Peak Hour Trips:*	IN = 155	OUT = 172	
		PM Peak Hour Pass-by Trips:	IN = 118	OUT = 117	

Weekday PM Peak Hour	Driveway C								Endsley Lane							
	Northbound				Southbound				Eastbound				Westbound			
0	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
TMC (2026)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Seasonal Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Heavy Vehicle (%)	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Existing Year (2026)	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Growth Factor (Exponential)	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02
Growth Factor	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
Vested Trips																
Background (2027)	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Project Assignment																
Ingress										1%						
Egress								1%								
Project Trips	0	0	0	0	0	0	0	2	0	2	0	0	0	0	0	0
Pass-By Trips	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Buildout (2027)	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**0**	**2**	**0**	**0**	**0**	**0**	**0**	**0**

APPENDIX F
Signal Timings

Volusia County, FL

ECONOLITE

MOVING TRAFFIC FORWARD

196 - SR-44 @ Mission Dr /Wallace Rd - Cobalt - - Econolite
Type - Cobalt

Controller Timing Plan (MM) 2-1

Plan 1 - ""

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Direction	E-L	W-T	S-L	N-T	W-L	E-T	N-L	S-T	N	N	N	N	N	N	N	N
Min Green	7	17	7	7	7	17	7	7	5	5	5	5	5	5	5	5
Bk Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CS Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk	0	7	0	7	0	7	0	7	0	10	0	10	0	10	0	10
Walk2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear	0	27	0	33	0	30	0	33	0	16	0	16	0	16	0	16
Ped Clear 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped CO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Ext	3.0	4.0	3.0	3.0	3.0	4.0	3.0	4.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Vehicle Ext 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max1	20	50	20	25	20	50	20	25	35	35	35	35	35	35	35	35
Max2	19	90	25	23	19	90	25	24	40	40	40	40	40	40	40	40
Max3	26	110	31	36	26	110	36	31	0	0	0	0	0	0	0	0
DYM Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dym Step	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Yellow	4.8	4.8	4.0	4.5	4.8	4.8	4.5	4.5	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Red Clear	3.1	3.1	2.8	2.9	2.8	3.1	2.9	2.9	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Red Max	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red Revert	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Act B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sec/Act	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Max Int	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Wt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STPTDuc	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TTReduc	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Plan 2 - ""

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Direction	E-L	W-T	S-L	N-T	W-L	E-T	N-L	S-T	N	N	N	N	N	N	N	N
Min Green	7	17	7	7	7	17	7	7	5	5	5	5	5	5	5	5
Bk Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CS Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk	0	7	0	7	0	7	0	7	0	10	0	10	0	10	0	10
Walk2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear	0	20	0	26	0	26	0	28	0	16	0	16	0	16	0	16
Ped Clear 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped CO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Ext	3.0	4.0	3.0	3.0	3.0	4.0	3.0	4.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Vehicle Ext 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max1	26	90	23	26	26	90	28	26	35	35	35	35	35	35	35	35
Max2	13	90	15	26	13	90	28	26	40	40	40	40	40	40	40	40
Max3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DYM Max	0	90	0	0	0	90	0	0	0	0	0	0	0	0	0	0
Dym Step	0.0	10.0	0.0	0.0	0.0	10.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Yellow	4.8	4.8	4.0	4.5	4.8	4.8	4.5	4.5	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Red Clear	3.1	3.1	2.8	2.0	2.8	3.1	2.9	2.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Red Max	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red Revert	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Act B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sec/Act	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Int	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Wt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STPTDuc	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TTReduc	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Plan 3 - ""

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Direction	E-L	W-T	S-L	N-T	W-L	E-T	N-L	S-T	N	N	N	N	N	N	N	N
Min Green	5	10	5	5	5	10	5	5	5	5	5	5	5	5	5	5
Bk Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CS Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk	0	7	0	7	0	7	0	7	0	10	0	10	0	10	0	10
Walk2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear	0	27	0	33	0	30	0	33	0	16	0	16	0	16	0	16
Ped Clear 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped CO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Ext	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Vehicle Ext 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max1	20	50	20	25	20	50	20	25	35	35	35	35	35	35	35	35
Max2	19	90	25	23	19	90	25	24	40	40	40	40	40	40	40	40
Max3	26	90	23	36	26	90	28	31	0	0	0	0	0	0	0	0
DYM Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dym Step	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Yellow	4.8	4.8	4.0	4.5	4.8	4.8	4.5	4.5	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Red Clear	3.1	3.1	2.8	2.9	2.8	3.1	2.9	2.9	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Red Max	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red Revert	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Act B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sec/Act	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Int	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Wt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STPTDuc	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TTReduc	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Plan 4 - ""

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Direction	E-L	W-T	S-L	N-T	W-L	E-T	N-L	S-T	N	N	N	N	N	N	N	N
Min Green	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Bk Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CS Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10
Walk2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear	0	16	0	16	0	16	0	16	0	16	0	16	0	16	0	16
Ped Clear 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped CO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Ext	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Vehicle Ext 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max1	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35
Max2	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
Max3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DYM Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dym Step	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Yellow	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Red Clear	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Red Max	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red Revert	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Act B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sec/Act	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Int	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Wt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STPTDuc	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TTReduc	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Volusia County, FL

ECONOLITE

MOVING TRAFFIC FORWARD

224 - SR-44 @ Myrtle Ave - Cobalt - - Econolite Type - Cobalt

Controller Timing Plan (MM) 2-1

Plan 1 - ""

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Direction	N	W-T	N	N-T	N	E-T	N	S-T	N	N	N	N	N	N	N	N
Min Green	5	17	5	6	5	17	5	6	5	5	5	5	5	5	5	5
Bk Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CS Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk	0	7	0	7	0	7	0	7	0	0	0	0	0	0	0	0
Walk2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear	0	16	0	32	0	16	0	29	0	16	0	16	0	16	0	16
Ped Clear 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped CO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Ext	5.0	4.0	5.0	4.0	5.0	4.0	5.0	4.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Vehicle Ext 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max1	0	50	0	20	0	50	0	20	35	35	35	35	35	35	35	35
Max2	0	120	0	22	0	120	0	22	40	40	40	40	40	40	40	40
Max3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DYM Max	0	90	0	0	0	90	0	0	0	0	0	0	0	0	0	0
Dym Step	0.0	10.0	0.0	0.0	0.0	10.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Yellow	3.0	4.8	3.0	3.7	3.0	4.8	3.0	3.7	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Red Clear	1.0	2.9	1.0	2.8	1.0	2.9	1.0	2.8	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Red Max	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red Revert	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Act B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sec/Act	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Int	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Time B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Wt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STPTDuc	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TTReduc	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Plan 2 - ""

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Direction	N	W-T	N	N-T	N	E-T	N	S-T	N	N	N	N	N	N	N	N
Min Green	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Bk Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CS Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10
Walk2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear	0	16	0	16	0	16	0	16	0	16	0	16	0	16	0	16
Ped Clear 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped CO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Ext	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Vehicle Ext 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max1	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35
Max2	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
Max3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DYM Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dym Step	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Yellow	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Red Clear	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Red Max	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red Revert	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Act B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sec/Act	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Int	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Wt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STPTDuc	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TTReduc	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Plan 3 - ""

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Direction	N	W-T	N	N-T	N	E-T	N	S-T	N	N	N	N	N	N	N	N
Min Green	0	10	0	5	0	10	0	5	5	5	5	5	5	5	5	5
Bk Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CS Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk	0	7	0	7	0	7	0	7	0	10	0	10	0	10	0	10
Walk2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear	0	16	0	32	0	16	0	29	0	16	0	16	0	16	0	16
Ped Clear 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped CO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Ext	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Vehicle Ext 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max1	0	50	0	20	0	50	0	20	35	35	35	35	35	35	35	35
Max2	0	120	0	22	0	120	0	22	40	40	40	40	40	40	40	40
Max3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DYM Max	0	90	0	0	0	90	0	0	0	0	0	0	0	0	0	0
Dym Step	0.0	10.0	0.0	0.0	0.0	10.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Yellow	0.0	4.8	0.0	3.7	0.0	4.8	0.0	3.7	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Red Clear	0.0	2.9	0.0	2.8	0.0	2.9	0.0	2.8	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Red Max	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red Revert	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Act B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sec/Act	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Int	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Wt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STPTDuc	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TTReduc	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Plan 4 - ""

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Direction	N	W-T	N	N-T	N	E-T	N	S-T	N	N	N	N	N	N	N	N
Min Green	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Bk Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CS Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10
Walk2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear	0	16	0	16	0	16	0	16	0	16	0	16	0	16	0	16
Ped Clear 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped CO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Ext	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Vehicle Ext 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max1	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35
Max2	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
Max3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DYM Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dym Step	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Yellow	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Red Clear	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Red Max	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red Revert	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Act B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sec/Act	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Int	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Wt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STPTDuc	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TTReduc	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

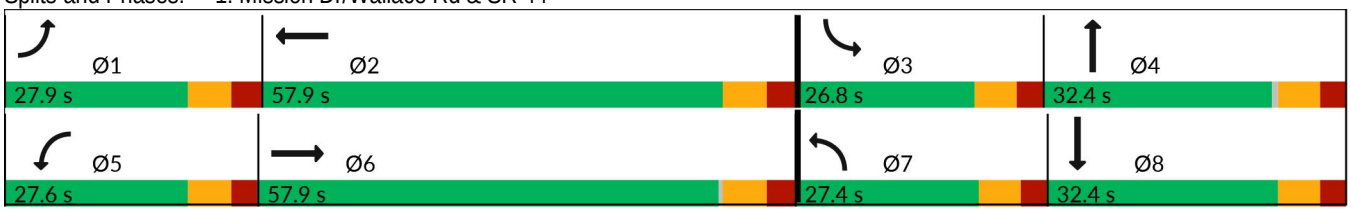
APPENDIX G
Synchro Outputs

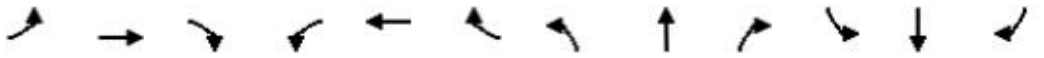
Existing

Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Lane Configurations								
Traffic Volume (vph)	102	891	113	1136	334	136	103	157
Future Volume (vph)	102	891	113	1136	334	136	103	157
Turn Type	Prot	NA	Prot	NA	Prot	NA	Prot	NA
Protected Phases	1	6	5	2	7	4	3	8
Permitted Phases		6		2		4		8
Detector Phase	1	6	5	2	7	4	3	8
Switch Phase								
Minimum Initial (s)	7.0	17.0	7.0	17.0	7.0	7.0	7.0	7.0
Minimum Split (s)	14.9	25.9	14.6	25.9	25.4	25.4	14.3	25.4
Total Split (s)	27.9	57.9	27.6	57.9	27.4	32.4	26.8	32.4
Total Split (%)	19.2%	39.8%	19.0%	39.8%	18.8%	22.3%	18.4%	22.3%
Yellow Time (s)	4.8	4.8	4.8	4.8	4.5	4.5	4.5	4.5
All-Red Time (s)	3.1	3.1	2.8	3.1	2.9	2.9	2.8	2.9
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.9	7.9	7.6	7.9	7.4	7.4	7.3	7.4
Lead/Lag	Lead	Lag	Lead	Lag	Lead	Lag	Lead	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	Min	None	Min	Max	None	None	Max
Act Effct Green (s)	14.0	50.0	14.8	50.5	20.0	31.3	13.8	25.0
Actuated g/C Ratio	0.10	0.36	0.11	0.36	0.14	0.22	0.10	0.18
v/c Ratio	0.63	0.93	0.66	1.01	0.72	0.56	0.62	0.66
Control Delay (s/veh)	76.2	56.4	77.8	71.2	67.0	52.3	75.8	62.8
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	76.2	56.4	77.8	71.2	67.0	52.3	75.8	62.8
LOS	E	E	E	E	E	D	E	E
Approach Delay (s/veh)		58.1		71.7		61.2		67.2
Approach LOS		E		E		E		E

Intersection Summary	
Cycle Length: 145.6	
Actuated Cycle Length: 140.1	
Natural Cycle: 115	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 1.01	
Intersection Signal Delay (s/veh): 64.7	Intersection LOS: E
Intersection Capacity Utilization 85.0%	ICU Level of Service E
Analysis Period (min) 15	

Splits and Phases: 1: Mission Dr/Wallace Rd & SR 44





Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	102	891	200	113	1136	52	334	136	80	103	157	46
Future Volume (veh/h)	102	891	200	113	1136	52	334	136	80	103	157	46
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1856	1885	1870	1826	1856	1900	1885	1885	1885	1900	1870	1841
Adj Flow Rate, veh/h	109	948	213	120	1209	55	355	145	85	110	167	49
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	3	1	2	5	3	0	1	1	1	0	2	4
Cap, veh/h	133	1049	235	144	1258	57	514	288	169	135	256	75
Arrive On Green	0.08	0.36	0.36	0.08	0.37	0.37	0.15	0.26	0.26	0.07	0.18	0.18
Sat Flow, veh/h	1767	2907	652	1739	3434	156	3483	1114	653	1810	1389	408
Grp Volume(v), veh/h	109	584	577	120	620	644	355	0	230	110	0	216
Grp Sat Flow(s),veh/h/ln	1767	1791	1768	1739	1763	1827	1742	0	1768	1810	0	1797
Q Serve(g_s), s	8.2	41.8	42.0	9.2	46.6	46.7	13.1	0.0	15.0	8.1	0.0	15.1
Cycle Q Clear(g_c), s	8.2	41.8	42.0	9.2	46.6	46.7	13.1	0.0	15.0	8.1	0.0	15.1
Prop In Lane	1.00		0.37	1.00		0.09	1.00		0.37	1.00		0.23
Lane Grp Cap(c), veh/h	133	646	638	144	646	669	514	0	457	135	0	332
V/C Ratio(X)	0.82	0.90	0.90	0.83	0.96	0.96	0.69	0.00	0.50	0.81	0.00	0.65
Avail Cap(c_a), veh/h	261	661	653	257	651	675	514	0	457	261	0	332
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	61.7	41.0	41.1	61.2	41.9	42.0	54.8	0.0	42.8	61.7	0.0	51.2
Incr Delay (d2), s/veh	11.5	15.6	16.0	11.5	25.7	25.4	7.4	0.0	0.9	11.2	0.0	9.5
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	7.3	27.9	27.8	7.9	32.0	33.0	10.4	0.0	11.0	7.5	0.0	12.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	73.2	56.6	57.1	72.7	67.6	67.3	62.2	0.0	43.7	72.9	0.0	60.7
LnGrp LOS	E	E	E	E	E	E	E		D	E		E
Approach Vol, veh/h		1270			1384			585			326	
Approach Delay, s/veh		58.2			67.9			54.9			64.8	
Approach LOS		E			E			D			E	

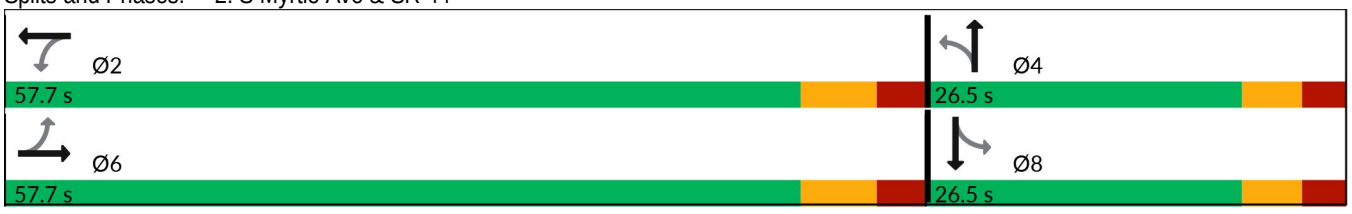
Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	18.1	57.5	17.4	42.4	18.8	56.8	27.4	32.4
Change Period (Y+Rc), s	7.9	7.9	7.3	7.4	7.6	7.9	7.4	7.4
Max Green Setting (Gmax), s	20.0	50.0	19.5	25.0	20.0	50.0	20.0	25.0
Max Q Clear Time (g_c+I1), s	10.2	48.7	10.1	17.0	11.2	44.0	15.1	17.1
Green Ext Time (p_c), s	0.2	0.9	0.2	0.8	0.2	3.4	0.6	0.7

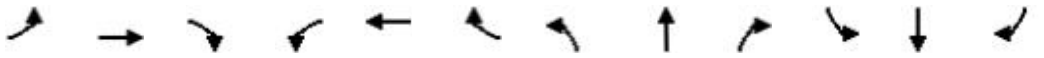
Intersection Summary	
HCM 7th Control Delay, s/veh	62.0
HCM 7th LOS	E

Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Lane Configurations								
Traffic Volume (vph)	41	722	38	881	59	53	20	36
Future Volume (vph)	41	722	38	881	59	53	20	36
Turn Type	Perm	NA	Perm	NA	Perm	NA	Perm	NA
Protected Phases		6		2		4		8
Permitted Phases	6		2		4		8	
Detector Phase	6	6	2	2	4	4	8	8
Switch Phase								
Minimum Initial (s)	17.0	17.0	17.0	17.0	6.0	6.0	6.0	6.0
Minimum Split (s)	25.7	25.7	25.7	25.7	24.5	24.5	24.5	24.5
Total Split (s)	57.7	57.7	57.7	57.7	26.5	26.5	26.5	26.5
Total Split (%)	68.5%	68.5%	68.5%	68.5%	31.5%	31.5%	31.5%	31.5%
Yellow Time (s)	4.8	4.8	4.8	4.8	3.7	3.7	3.7	3.7
All-Red Time (s)	2.9	2.9	2.9	2.9	2.8	2.8	2.8	2.8
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.7	7.7	7.7	7.7	6.5	6.5	6.5	6.5
Lead/Lag								
Lead-Lag Optimize?								
Recall Mode	Max	Max	Max	Max	None	None	Max	Max
Act Effct Green (s)	50.0	50.0	50.0	50.0	20.0	20.0	20.0	20.0
Actuated g/C Ratio	0.59	0.59	0.59	0.59	0.24	0.24	0.24	0.24
v/c Ratio	0.15	0.40	0.12	0.47	0.21	0.19	0.07	0.18
Control Delay (s/veh)	9.4	9.6	8.5	10.5	28.1	19.3	25.8	15.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	9.4	9.6	8.5	10.5	28.1	19.3	25.8	15.3
LOS	A	A	A	B	C	B	C	B
Approach Delay (s/veh)		9.6		10.4		23.1		17.5
Approach LOS		A		B		C		B

Intersection Summary	
Cycle Length: 84.2	
Actuated Cycle Length: 84.2	
Natural Cycle: 55	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.47	
Intersection Signal Delay (s/veh): 11.3	Intersection LOS: B
Intersection Capacity Utilization 55.8%	ICU Level of Service B
Analysis Period (min) 15	

Splits and Phases: 2: S Myrtle Ave & SR 44





Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	41	722	64	38	881	24	59	53	27	20	36	40
Future Volume (veh/h)	41	722	64	38	881	24	59	53	27	20	36	40
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1841	1870	1767	1870	1841	1841	1811	1900	1796	1826	1900	1870
Adj Flow Rate, veh/h	44	768	68	40	937	26	63	56	29	21	38	43
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	4	2	9	2	4	4	6	0	7	5	0	2
Cap, veh/h	340	1961	174	395	2064	57	341	280	145	341	193	219
Arrive On Green	0.59	0.59	0.59	0.59	0.59	0.59	0.24	0.24	0.24	0.24	0.24	0.24
Sat Flow, veh/h	574	3302	292	657	3476	96	1276	1179	611	1281	814	921
Grp Volume(v), veh/h	44	413	423	40	471	492	63	0	85	21	0	81
Grp Sat Flow(s),veh/h/ln	574	1777	1818	657	1749	1823	1276	0	1790	1281	0	1734
Q Serve(g_s), s	3.9	10.4	10.4	2.9	12.6	12.6	3.5	0.0	3.2	1.1	0.0	3.1
Cycle Q Clear(g_c), s	16.5	10.4	10.4	13.3	12.6	12.6	6.6	0.0	3.2	4.3	0.0	3.1
Prop In Lane	1.00		0.16	1.00		0.05	1.00		0.34	1.00		0.53
Lane Grp Cap(c), veh/h	340	1055	1079	395	1038	1083	341	0	425	341	0	412
V/C Ratio(X)	0.13	0.39	0.39	0.10	0.45	0.45	0.18	0.00	0.20	0.06	0.00	0.20
Avail Cap(c_a), veh/h	340	1055	1079	395	1038	1083	341	0	425	341	0	412
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	14.1	9.0	9.1	12.6	9.5	9.5	28.3	0.0	25.7	27.4	0.0	25.7
Incr Delay (d2), s/veh	0.8	1.1	1.1	0.5	1.4	1.4	0.4	0.0	0.3	0.3	0.0	1.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	0.9	6.3	6.4	0.8	7.8	8.0	1.9	0.0	2.5	0.7	0.0	2.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	14.9	10.1	10.1	13.1	10.9	10.9	28.7	0.0	26.0	27.8	0.0	26.7
LnGrp LOS	B	B	B	B	B	B	C		C	C		C
Approach Vol, veh/h		880			1003			148			102	
Approach Delay, s/veh		10.4			11.0			27.2			27.0	
Approach LOS		B			B			C			C	

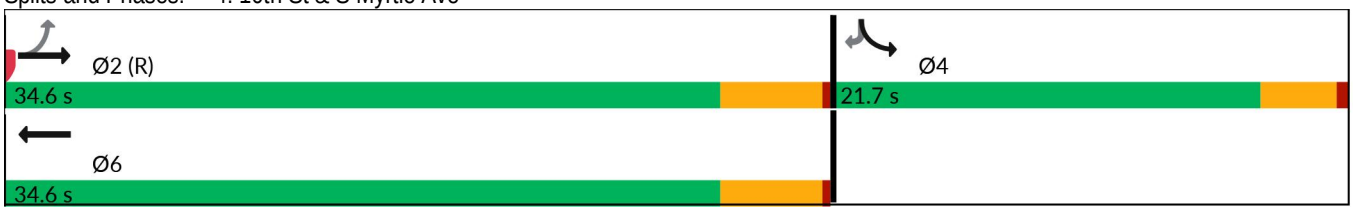
Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		57.7		26.5		57.7		26.5				
Change Period (Y+Rc), s		7.7		6.5		7.7		6.5				
Max Green Setting (Gmax), s		50.0		20.0		50.0		20.0				
Max Q Clear Time (g_c+I1), s		15.3		8.6		18.5		6.3				
Green Ext Time (p_c), s		10.8		0.6		8.7		0.3				

Intersection Summary												
HCM 7th Control Delay, s/veh			12.6									
HCM 7th LOS			B									

Lane Group	EBL	EBT	WBT	SBL	SBR
Lane Configurations					
Traffic Volume (vph)	18	204	188	49	30
Future Volume (vph)	18	204	188	49	30
Turn Type	Perm	NA	NA	Prot	Perm
Protected Phases		2	6	4	
Permitted Phases	2				4
Detector Phase	2	2	6	4	4
Switch Phase					
Minimum Initial (s)	10.0	10.0	10.0	6.0	6.0
Minimum Split (s)	22.6	22.6	22.6	21.7	21.7
Total Split (s)	34.6	34.6	34.6	21.7	21.7
Total Split (%)	61.5%	61.5%	61.5%	38.5%	38.5%
Yellow Time (s)	4.3	4.3	4.3	3.2	3.2
All-Red Time (s)	0.3	0.3	0.3	0.5	0.5
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.6	4.6	4.6	3.7	3.7
Lead/Lag					
Lead-Lag Optimize?					
Recall Mode	Max	Max	Max	Max	Max
Act Effct Green (s)	30.0	30.0	30.0	18.0	18.0
Actuated g/C Ratio	0.53	0.53	0.53	0.32	0.32
v/c Ratio	0.03	0.12	0.12	0.09	0.06
Control Delay (s/veh)	6.5	6.8	6.1	14.0	6.1
Queue Delay	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	6.5	6.8	6.1	14.0	6.1
LOS	A	A	A	B	A
Approach Delay (s/veh)		6.7	6.1	11.1	
Approach LOS		A	A	B	

Intersection Summary	
Cycle Length: 56.3	
Actuated Cycle Length: 56.3	
Offset: 0 (0%), Referenced to phase 2:EBTL, Start of Green	
Natural Cycle: 45	
Control Type: Pretimed	
Maximum v/c Ratio: 0.12	
Intersection Signal Delay (s/veh): 7.2	Intersection LOS: A
Intersection Capacity Utilization 27.1%	ICU Level of Service A
Analysis Period (min) 15	

Splits and Phases: 4: 10th St & S Myrtle Ave





Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	18	204	188	19	49	30
Future Volume (veh/h)	18	204	188	19	49	30
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No	No		No	
Adj Sat Flow, veh/h/ln	1811	1870	1900	1900	1900	1900
Adj Flow Rate, veh/h	19	219	202	20	53	32
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93
Percent Heavy Veh, %	6	2	0	0	0	0
Cap, veh/h	692	1894	1770	173	579	515
Arrive On Green	0.53	0.53	0.53	0.53	0.32	0.32
Sat Flow, veh/h	1122	3647	3416	326	1810	1610
Grp Volume(v), veh/h	19	219	109	113	53	32
Grp Sat Flow(s),veh/h/ln	1122	1777	1805	1841	1810	1610
Q Serve(g_s), s	0.5	1.7	1.7	1.7	1.2	0.8
Cycle Q Clear(g_c), s	2.2	1.7	1.7	1.7	1.2	0.8
Prop In Lane	1.00			0.18	1.00	1.00
Lane Grp Cap(c), veh/h	692	1894	962	981	579	515
V/C Ratio(X)	0.03	0.12	0.11	0.12	0.09	0.06
Avail Cap(c_a), veh/h	692	1894	962	981	579	515
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	7.1	6.5	6.5	6.5	13.4	13.3
Incr Delay (d2), s/veh	0.1	0.1	0.2	0.2	0.3	0.2
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	0.2	0.8	0.9	0.9	0.9	0.5
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	7.2	6.7	6.8	6.8	13.7	13.5
LnGrp LOS	A	A	A	A	B	B
Approach Vol, veh/h		238	222		85	
Approach Delay, s/veh		6.7	6.8		13.7	
Approach LOS		A	A		B	

Timer - Assigned Phs		2		4		6
Phs Duration (G+Y+Rc), s		34.6		21.7		34.6
Change Period (Y+Rc), s		4.6		3.7		4.6
Max Green Setting (Gmax), s		30.0		18.0		30.0
Max Q Clear Time (g_c+I1), s		4.2		3.2		3.7
Green Ext Time (p_c), s		1.3		0.2		1.1

Intersection Summary	
HCM 7th Control Delay, s/veh	7.8
HCM 7th LOS	A

Intersection	
Int Delay, s/veh	2.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	16	276	20	39	515	14	7	14	80	4	14	37
Future Vol, veh/h	16	276	20	39	515	14	7	14	80	4	14	37
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91	91	91	91	91	91
Heavy Vehicles, %	0	70	10	7	3	0	0	0	1	0	0	0
Mvmt Flow	18	303	22	43	566	15	8	15	88	4	15	41

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	581	0	0	325	0	0	1009	1016	314	1005	1020	574
Stage 1	-	-	-	-	-	-	349	349	-	659	659	-
Stage 2	-	-	-	-	-	-	659	667	-	346	360	-
Critical Hdwy	4.1	-	-	4.17	-	-	7.1	6.5	6.21	7.1	6.5	6.2
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Follow-up Hdwy	2.2	-	-	2.263	-	-	3.5	4	3.309	3.5	4	3.3
Pot Cap-1 Maneuver	1003	-	-	1207	-	-	221	240	728	222	239	522
Stage 1	-	-	-	-	-	-	671	637	-	456	464	-
Stage 2	-	-	-	-	-	-	456	460	-	674	630	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1003	-	-	1207	-	-	176	222	728	169	221	522
Mov Cap-2 Maneuver	-	-	-	-	-	-	176	222	-	169	221	-
Stage 1	-	-	-	-	-	-	657	623	-	432	439	-
Stage 2	-	-	-	-	-	-	384	436	-	565	616	-

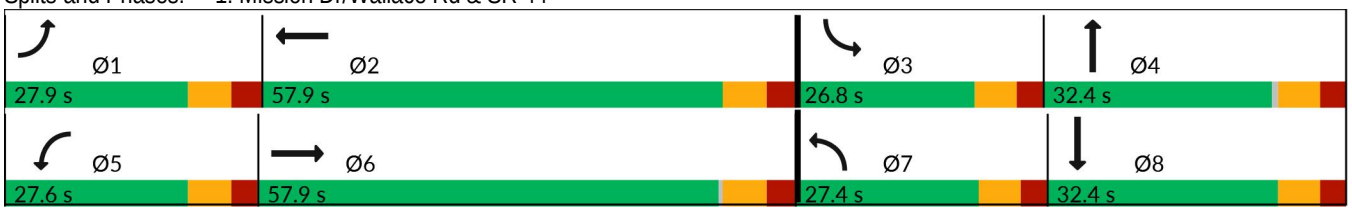
Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	0.44	0.56	14.87	17.48
HCM LOS			B	C

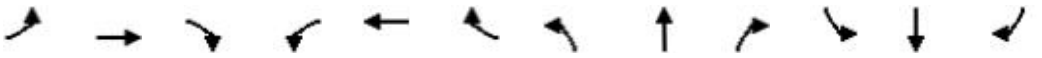
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	475	91	-	-	123	-	-	349
HCM Lane V/C Ratio	0.234	0.018	-	-	0.036	-	-	0.173
HCM Ctrl Dly (s/v)	14.9	8.7	0	-	8.1	0	-	17.5
HCM Lane LOS	B	A	A	-	A	A	-	C
HCM 95th %tile Q(veh)	0.9	0.1	-	-	0.1	-	-	0.6

Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Lane Configurations								
Traffic Volume (vph)	40	1026	55	826	291	117	129	176
Future Volume (vph)	40	1026	55	826	291	117	129	176
Turn Type	Prot	NA	Prot	NA	Prot	NA	Prot	NA
Protected Phases	1	6	5	2	7	4	3	8
Permitted Phases		6		2		4		8
Detector Phase	1	6	5	2	7	4	3	8
Switch Phase								
Minimum Initial (s)	7.0	17.0	7.0	17.0	7.0	7.0	7.0	7.0
Minimum Split (s)	14.9	25.9	14.6	25.9	25.4	25.4	14.3	25.4
Total Split (s)	27.9	57.9	27.6	57.9	27.4	32.4	26.8	32.4
Total Split (%)	19.2%	39.8%	19.0%	39.8%	18.8%	22.3%	18.4%	22.3%
Yellow Time (s)	4.8	4.8	4.8	4.8	4.5	4.5	4.5	4.5
All-Red Time (s)	3.1	3.1	2.8	3.1	2.9	2.9	2.8	2.9
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.9	7.9	7.6	7.9	7.4	7.4	7.3	7.4
Lead/Lag	Lead	Lag	Lead	Lag	Lead	Lag	Lead	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	Min	None	Min	Max	None	None	Max
Act Effct Green (s)	9.0	50.2	9.9	50.9	20.1	30.4	14.9	25.1
Actuated g/C Ratio	0.07	0.38	0.07	0.38	0.15	0.23	0.11	0.19
v/c Ratio	0.37	0.99	0.44	0.66	0.59	0.52	0.68	0.62
Control Delay (s/veh)	69.7	63.4	70.4	37.3	58.9	47.9	74.4	58.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	69.7	63.4	70.4	37.3	58.9	47.9	74.4	58.4
LOS	E	E	E	D	E	D	E	E
Approach Delay (s/veh)		63.6		39.4		54.4		64.6
Approach LOS		E		D		D		E

Intersection Summary	
Cycle Length: 145.6	
Actuated Cycle Length: 132.4	
Natural Cycle: 115	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.99	
Intersection Signal Delay (s/veh): 54.9	Intersection LOS: D
Intersection Capacity Utilization 84.0%	ICU Level of Service E
Analysis Period (min) 15	

Splits and Phases: 1: Mission Dr/Wallace Rd & SR 44





Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	40	1026	202	55	826	26	291	117	84	129	176	30
Future Volume (veh/h)	40	1026	202	55	826	26	291	117	84	129	176	30
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1767	1826	1826	1841	1841	1900	1826	1796	1781	1856	1841	1796
Adj Flow Rate, veh/h	41	1058	208	57	852	27	300	121	87	133	181	31
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	9	5	5	4	4	0	5	7	8	3	4	7
Cap, veh/h	70	1097	215	82	1323	42	514	247	177	159	292	50
Arrive On Green	0.04	0.38	0.38	0.05	0.38	0.38	0.15	0.25	0.25	0.09	0.19	0.19
Sat Flow, veh/h	1682	2892	567	1753	3460	110	3374	972	699	1767	1531	262
Grp Volume(v), veh/h	41	633	633	57	431	448	300	0	208	133	0	212
Grp Sat Flow(s),veh/h/ln	1682	1735	1724	1753	1749	1821	1687	0	1670	1767	0	1794
Q Serve(g_s), s	3.1	46.8	47.2	4.2	26.5	26.5	10.9	0.0	13.9	9.7	0.0	14.2
Cycle Q Clear(g_c), s	3.1	46.8	47.2	4.2	26.5	26.5	10.9	0.0	13.9	9.7	0.0	14.2
Prop In Lane	1.00		0.33	1.00		0.06	1.00		0.42	1.00		0.15
Lane Grp Cap(c), veh/h	70	658	654	82	669	696	514	0	424	159	0	342
V/C Ratio(X)	0.59	0.96	0.97	0.70	0.64	0.64	0.58	0.00	0.49	0.84	0.00	0.62
Avail Cap(c_a), veh/h	256	661	657	267	669	696	514	0	424	263	0	342
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	61.8	39.8	39.9	61.6	33.2	33.2	51.7	0.0	41.7	58.7	0.0	48.7
Incr Delay (d2), s/veh	7.7	25.9	27.0	10.2	2.1	2.0	4.8	0.0	0.9	11.3	0.0	8.2
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	2.6	31.7	32.0	3.7	16.7	17.3	8.6	0.0	9.9	8.5	0.0	11.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	69.5	65.6	66.9	71.8	35.3	35.2	56.5	0.0	42.6	70.1	0.0	57.0
LnGrp LOS	E	E	E	E	D	D	E		D	E		E
Approach Vol, veh/h		1307			936			508			345	
Approach Delay, s/veh		66.4			37.5			50.8			62.0	
Approach LOS		E			D			D			E	

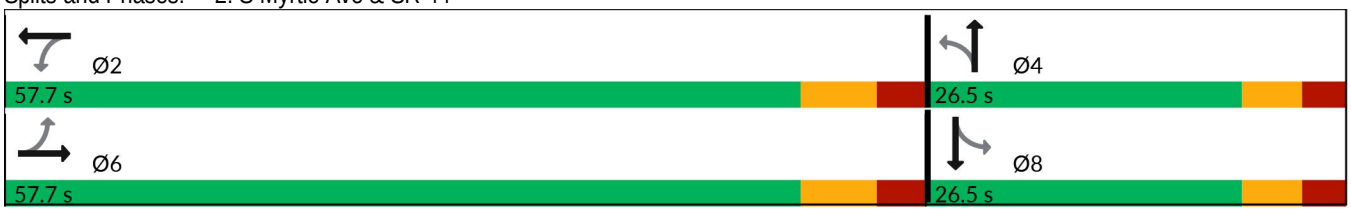
Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	13.3	58.1	19.1	40.7	13.7	57.7	27.4	32.4
Change Period (Y+Rc), s	7.9	7.9	7.3	7.4	7.6	7.9	7.4	7.4
Max Green Setting (Gmax), s	20.0	50.0	19.5	25.0	20.0	50.0	20.0	25.0
Max Q Clear Time (g_c+I1), s	5.1	28.5	11.7	15.9	6.2	49.2	12.9	16.2
Green Ext Time (p_c), s	0.0	5.1	0.2	0.7	0.1	0.6	0.6	0.7

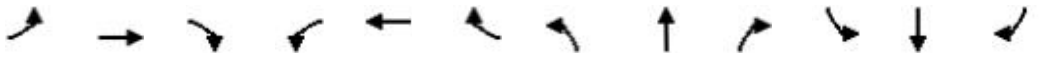
Intersection Summary	
HCM 7th Control Delay, s/veh	54.6
HCM 7th LOS	D

Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Lane Configurations								
Traffic Volume (vph)	46	948	104	615	27	32	17	91
Future Volume (vph)	46	948	104	615	27	32	17	91
Turn Type	Perm	NA	Perm	NA	Perm	NA	Perm	NA
Protected Phases		6		2		4		8
Permitted Phases	6		2		4		8	
Detector Phase	6	6	2	2	4	4	8	8
Switch Phase								
Minimum Initial (s)	17.0	17.0	17.0	17.0	6.0	6.0	6.0	6.0
Minimum Split (s)	25.7	25.7	25.7	25.7	24.5	24.5	24.5	24.5
Total Split (s)	57.7	57.7	57.7	57.7	26.5	26.5	26.5	26.5
Total Split (%)	68.5%	68.5%	68.5%	68.5%	31.5%	31.5%	31.5%	31.5%
Yellow Time (s)	4.8	4.8	4.8	4.8	3.7	3.7	3.7	3.7
All-Red Time (s)	2.9	2.9	2.9	2.9	2.8	2.8	2.8	2.8
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.7	7.7	7.7	7.7	6.5	6.5	6.5	6.5
Lead/Lag								
Lead-Lag Optimize?								
Recall Mode	Max	Max	Max	Max	None	None	Max	Max
Act Effct Green (s)	50.0	50.0	50.0	50.0	20.0	20.0	20.0	20.0
Actuated g/C Ratio	0.59	0.59	0.59	0.59	0.24	0.24	0.24	0.24
v/c Ratio	0.14	0.61	0.60	0.37	0.13	0.33	0.07	0.32
Control Delay (s/veh)	8.8	12.4	26.3	9.4	27.0	14.6	25.9	25.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	8.8	12.4	26.3	9.4	27.0	14.6	25.9	25.4
LOS	A	B	C	A	C	B	C	C
Approach Delay (s/veh)		12.3		11.7		16.8		25.5
Approach LOS		B		B		B		C

Intersection Summary	
Cycle Length: 84.2	
Actuated Cycle Length: 84.2	
Natural Cycle: 65	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.61	
Intersection Signal Delay (s/veh): 13.3	Intersection LOS: B
Intersection Capacity Utilization 74.5%	ICU Level of Service D
Analysis Period (min) 15	

Splits and Phases: 2: S Myrtle Ave & SR 44





Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	46	948	56	104	615	31	27	32	96	17	91	29
Future Volume (veh/h)	46	948	56	104	615	31	27	32	96	17	91	29
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1781	1648	1885	1856	1900	1574	1856	1885	1737	1885	1900
Adj Flow Rate, veh/h	55	1129	67	124	732	37	32	38	114	20	108	35
Peak Hour Factor	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84
Percent Heavy Veh, %	2	8	17	1	3	0	22	3	1	11	1	0
Cap, veh/h	423	1928	114	263	2028	102	266	97	291	268	324	105
Arrive On Green	0.59	0.59	0.59	0.59	0.59	0.59	0.24	0.24	0.24	0.24	0.24	0.24
Sat Flow, veh/h	700	3247	193	472	3415	173	1048	409	1226	1147	1364	442
Grp Volume(v), veh/h	55	588	608	124	378	391	32	0	152	20	0	143
Grp Sat Flow(s),veh/h/ln	700	1692	1747	472	1763	1824	1048	0	1635	1147	0	1806
Q Serve(g_s), s	3.7	18.2	18.2	18.7	9.3	9.3	2.2	0.0	6.6	1.3	0.0	5.5
Cycle Q Clear(g_c), s	13.1	18.2	18.2	37.0	9.3	9.3	7.7	0.0	6.6	7.8	0.0	5.5
Prop In Lane	1.00		0.11	1.00		0.09	1.00		0.75	1.00		0.24
Lane Grp Cap(c), veh/h	423	1005	1037	263	1047	1083	266	0	388	268	0	429
V/C Ratio(X)	0.13	0.59	0.59	0.47	0.36	0.36	0.12	0.00	0.39	0.07	0.00	0.33
Avail Cap(c_a), veh/h	423	1005	1037	263	1047	1083	266	0	388	268	0	429
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	12.2	10.6	10.7	22.2	8.8	8.8	29.8	0.0	27.0	30.3	0.0	26.6
Incr Delay (d2), s/veh	0.6	2.5	2.4	5.9	1.0	0.9	0.3	0.0	0.9	0.5	0.0	2.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	1.1	10.1	10.3	4.2	5.8	6.0	1.0	0.0	4.7	0.7	0.0	4.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	12.8	13.1	13.1	28.1	9.8	9.8	30.1	0.0	27.9	30.8	0.0	28.7
LnGrp LOS	B	B	B	C	A	A	C		C	C		C
Approach Vol, veh/h		1251			893			184			163	
Approach Delay, s/veh		13.1			12.3			28.3			28.9	
Approach LOS		B			B			C			C	

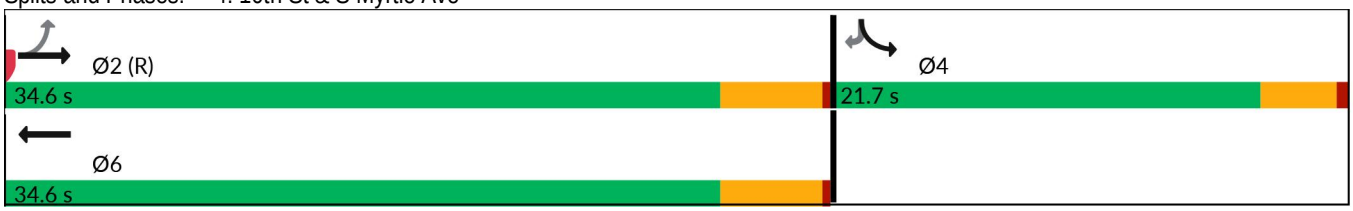
Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		57.7		26.5		57.7		26.5				
Change Period (Y+Rc), s		7.7		6.5		7.7		6.5				
Max Green Setting (Gmax), s		50.0		20.0		50.0		20.0				
Max Q Clear Time (g_c+I1), s		39.0		9.7		20.2		9.8				
Green Ext Time (p_c), s		5.7		0.9		13.3		0.5				

Intersection Summary												
HCM 7th Control Delay, s/veh			15.0									
HCM 7th LOS			B									

Lane Group	EBL	EBT	WBT	SBL	SBR
Lane Configurations					
Traffic Volume (vph)	79	181	240	35	185
Future Volume (vph)	79	181	240	35	185
Turn Type	Perm	NA	NA	Prot	Perm
Protected Phases		2	6	4	
Permitted Phases	2				4
Detector Phase	2	2	6	4	4
Switch Phase					
Minimum Initial (s)	10.0	10.0	10.0	6.0	6.0
Minimum Split (s)	22.6	22.6	22.6	21.7	21.7
Total Split (s)	34.6	34.6	34.6	21.7	21.7
Total Split (%)	61.5%	61.5%	61.5%	38.5%	38.5%
Yellow Time (s)	4.3	4.3	4.3	3.2	3.2
All-Red Time (s)	0.3	0.3	0.3	0.5	0.5
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.6	4.6	4.6	3.7	3.7
Lead/Lag					
Lead-Lag Optimize?					
Recall Mode	Max	Max	Max	Max	Max
Act Effct Green (s)	30.0	30.0	30.0	18.0	18.0
Actuated g/C Ratio	0.53	0.53	0.53	0.32	0.32
v/c Ratio	0.19	0.13	0.19	0.08	0.36
Control Delay (s/veh)	8.1	6.8	6.1	13.9	4.2
Queue Delay	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	8.1	6.8	6.1	13.9	4.2
LOS	A	A	A	B	A
Approach Delay (s/veh)		7.2	6.1	5.7	
Approach LOS		A	A	A	

Intersection Summary	
Cycle Length: 56.3	
Actuated Cycle Length: 56.3	
Offset: 0 (0%), Referenced to phase 2:EBTL, Start of Green	
Natural Cycle: 45	
Control Type: Pretimed	
Maximum v/c Ratio: 0.36	
Intersection Signal Delay (s/veh): 6.4	Intersection LOS: A
Intersection Capacity Utilization 32.7%	ICU Level of Service A
Analysis Period (min) 15	

Splits and Phases: 4: 10th St & S Myrtle Ave





Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	79	181	240	40	35	185
Future Volume (veh/h)	79	181	240	40	35	185
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No	No		No	
Adj Sat Flow, veh/h/ln	1885	1856	1885	1900	1900	1885
Adj Flow Rate, veh/h	103	235	312	52	45	240
Peak Hour Factor	0.77	0.77	0.77	0.77	0.77	0.77
Percent Heavy Veh, %	1	3	1	0	0	1
Cap, veh/h	620	1879	1640	270	579	511
Arrive On Green	0.53	0.53	0.53	0.53	0.32	0.32
Sat Flow, veh/h	1026	3618	3172	507	1810	1598
Grp Volume(v), veh/h	103	235	180	184	45	240
Grp Sat Flow(s),veh/h/ln	1026	1763	1791	1794	1810	1598
Q Serve(g_s), s	3.3	1.9	2.9	3.0	1.0	6.8
Cycle Q Clear(g_c), s	6.3	1.9	2.9	3.0	1.0	6.8
Prop In Lane	1.00			0.28	1.00	1.00
Lane Grp Cap(c), veh/h	620	1879	954	956	579	511
V/C Ratio(X)	0.17	0.13	0.19	0.19	0.08	0.47
Avail Cap(c_a), veh/h	620	1879	954	956	579	511
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	8.5	6.6	6.8	6.8	13.4	15.3
Incr Delay (d2), s/veh	0.6	0.1	0.4	0.4	0.3	3.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	1.1	0.9	1.6	1.6	0.7	4.7
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	9.1	6.7	7.3	7.3	13.6	18.4
LnGrp LOS	A	A	A	A	B	B
Approach Vol, veh/h		338	364		285	
Approach Delay, s/veh		7.4	7.3		17.7	
Approach LOS		A	A		B	

Timer - Assigned Phs	2	4	6
Phs Duration (G+Y+Rc), s	34.6	21.7	34.6
Change Period (Y+Rc), s	4.6	3.7	4.6
Max Green Setting (Gmax), s	30.0	18.0	30.0
Max Q Clear Time (g_c+I1), s	8.3	8.8	5.0
Green Ext Time (p_c), s	1.7	0.6	1.9

Intersection Summary	
HCM 7th Control Delay, s/veh	10.3
HCM 7th LOS	B

Intersection	
Int Delay, s/veh	3.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	30	311	27	84	305	6	4	23	50	4	27	36
Future Vol, veh/h	30	311	27	84	305	6	4	23	50	4	27	36
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	3	6	7	1	3	0	0	0	4	0	0	3
Mvmt Flow	33	338	29	91	332	7	4	25	54	4	29	39

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	338	0	0	367	0	0	947	939	353	933	950	335
Stage 1	-	-	-	-	-	-	418	418	-	517	517	-
Stage 2	-	-	-	-	-	-	529	521	-	416	433	-
Critical Hdwy	4.13	-	-	4.11	-	-	7.1	6.5	6.24	7.1	6.5	6.23
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Follow-up Hdwy	2.227	-	-	2.209	-	-	3.5	4	3.336	3.5	4	3.327
Pot Cap-1 Maneuver	1216	-	-	1197	-	-	243	266	686	248	262	705
Stage 1	-	-	-	-	-	-	616	594	-	545	537	-
Stage 2	-	-	-	-	-	-	537	535	-	618	585	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1216	-	-	1197	-	-	178	233	686	181	229	705
Mov Cap-2 Maneuver	-	-	-	-	-	-	178	233	-	181	229	-
Stage 1	-	-	-	-	-	-	596	574	-	493	486	-
Stage 2	-	-	-	-	-	-	432	485	-	526	566	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	0.66	1.76	16.48	17.92
HCM LOS			C	C

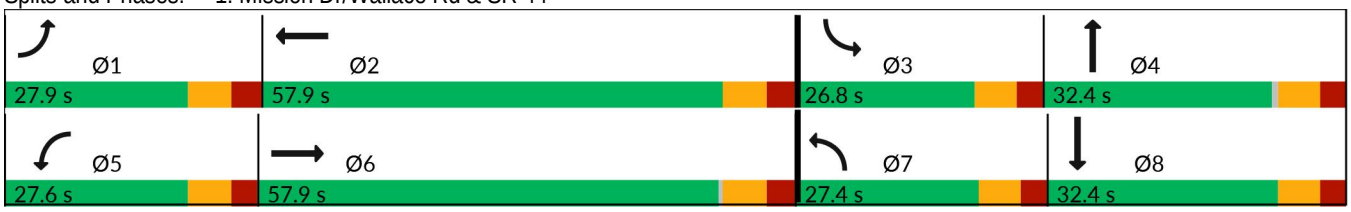
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	397	144	-	-	381	-	-	351
HCM Lane V/C Ratio	0.211	0.027	-	-	0.076	-	-	0.207
HCM Ctrl Dly (s/v)	16.5	8	0	-	8.3	0	-	17.9
HCM Lane LOS	C	A	A	-	A	A	-	C
HCM 95th %tile Q(veh)	0.8	0.1	-	-	0.2	-	-	0.8

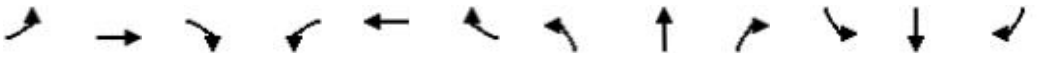
Background

Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Lane Configurations								
Traffic Volume (vph)	104	915	116	1167	341	139	105	160
Future Volume (vph)	104	915	116	1167	341	139	105	160
Turn Type	Prot	NA	Prot	NA	Prot	NA	Prot	NA
Protected Phases	1	6	5	2	7	4	3	8
Permitted Phases		6		2		4		8
Detector Phase	1	6	5	2	7	4	3	8
Switch Phase								
Minimum Initial (s)	7.0	17.0	7.0	17.0	7.0	7.0	7.0	7.0
Minimum Split (s)	14.9	25.9	14.6	25.9	25.4	25.4	14.3	25.4
Total Split (s)	27.9	57.9	27.6	57.9	27.4	32.4	26.8	32.4
Total Split (%)	19.2%	39.8%	19.0%	39.8%	18.8%	22.3%	18.4%	22.3%
Yellow Time (s)	4.8	4.8	4.8	4.8	4.5	4.5	4.5	4.5
All-Red Time (s)	3.1	3.1	2.8	3.1	2.9	2.9	2.8	2.9
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.9	7.9	7.6	7.9	7.4	7.4	7.3	7.4
Lead/Lag	Lead	Lag	Lead	Lag	Lead	Lag	Lead	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	Min	None	Min	Max	None	None	Max
Act Effct Green (s)	14.2	50.0	15.0	50.5	20.0	31.2	13.9	25.0
Actuated g/C Ratio	0.10	0.36	0.11	0.36	0.14	0.22	0.10	0.18
v/c Ratio	0.63	0.95	0.67	1.03	0.73	0.58	0.63	0.67
Control Delay (s/veh)	76.3	60.0	78.3	77.8	67.8	53.1	76.2	63.7
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	76.3	60.0	78.3	77.8	67.8	53.1	76.2	63.7
LOS	E	E	E	E	E	D	E	E
Approach Delay (s/veh)		61.4		77.8		62.0		67.9
Approach LOS		E		E		E		E

Intersection Summary	
Cycle Length: 145.6	
Actuated Cycle Length: 140.3	
Natural Cycle: 115	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 1.03	
Intersection Signal Delay (s/veh): 68.5	Intersection LOS: E
Intersection Capacity Utilization 86.3%	ICU Level of Service E
Analysis Period (min) 15	

Splits and Phases: 1: Mission Dr/Wallace Rd & SR 44





Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	104	915	205	116	1167	53	341	139	82	105	160	47
Future Volume (veh/h)	104	915	205	116	1167	53	341	139	82	105	160	47
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1856	1885	1870	1826	1856	1900	1885	1885	1885	1900	1870	1841
Adj Flow Rate, veh/h	111	973	218	123	1241	56	363	148	87	112	170	50
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	3	1	2	5	3	0	1	1	1	0	2	4
Cap, veh/h	135	1052	235	147	1263	57	512	285	167	137	255	75
Arrive On Green	0.08	0.36	0.36	0.08	0.37	0.37	0.15	0.26	0.26	0.08	0.18	0.18
Sat Flow, veh/h	1767	2909	650	1739	3436	155	3483	1113	654	1810	1388	408
Grp Volume(v), veh/h	111	598	593	123	636	661	363	0	235	112	0	220
Grp Sat Flow(s),veh/h/ln	1767	1791	1768	1739	1763	1828	1742	0	1767	1810	0	1797
Q Serve(g_s), s	8.4	43.6	43.8	9.5	48.6	48.7	13.5	0.0	15.5	8.3	0.0	15.5
Cycle Q Clear(g_c), s	8.4	43.6	43.8	9.5	48.6	48.7	13.5	0.0	15.5	8.3	0.0	15.5
Prop In Lane	1.00		0.37	1.00		0.08	1.00		0.37	1.00		0.23
Lane Grp Cap(c), veh/h	135	648	639	147	648	672	512	0	452	137	0	330
V/C Ratio(X)	0.82	0.92	0.93	0.83	0.98	0.98	0.71	0.00	0.52	0.82	0.00	0.67
Avail Cap(c_a), veh/h	260	658	650	256	648	672	512	0	452	259	0	330
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	61.9	41.6	41.7	61.3	42.6	42.6	55.2	0.0	43.4	61.9	0.0	51.6
Incr Delay (d2), s/veh	11.5	18.7	19.4	11.5	30.7	30.5	8.1	0.0	1.1	11.2	0.0	10.2
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	7.5	29.5	29.4	8.1	34.1	35.2	10.7	0.0	11.3	7.6	0.0	12.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	73.4	60.3	61.0	72.8	73.2	73.1	63.3	0.0	44.5	73.1	0.0	61.8
LnGrp LOS	E	E	E	E	E	E	E		D	E		E
Approach Vol, veh/h		1302			1420			598			332	
Approach Delay, s/veh		61.8			73.1			55.9			65.6	
Approach LOS		E			E			E			E	

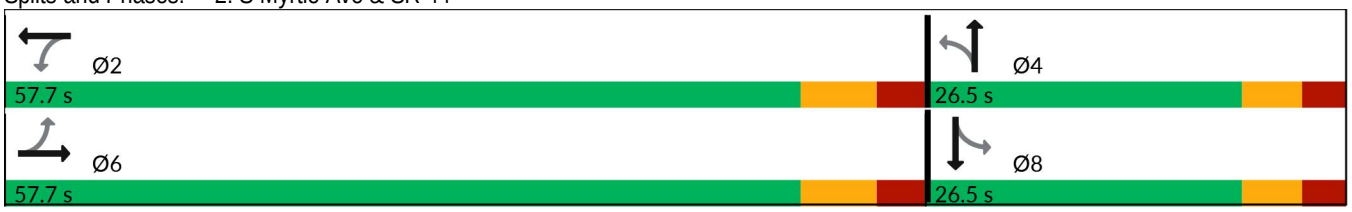
Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	18.3	57.9	17.6	42.2	19.1	57.1	27.4	32.4
Change Period (Y+Rc), s	7.9	7.9	7.3	7.4	7.6	7.9	7.4	7.4
Max Green Setting (Gmax), s	20.0	50.0	19.5	25.0	20.0	50.0	20.0	25.0
Max Q Clear Time (g_c+I1), s	10.4	50.7	10.3	17.5	11.5	45.8	15.5	17.5
Green Ext Time (p_c), s	0.2	0.0	0.2	0.7	0.2	2.6	0.6	0.7

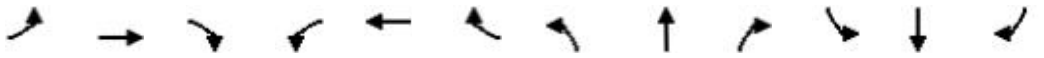
Intersection Summary	
HCM 7th Control Delay, s/veh	65.6
HCM 7th LOS	E

Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Lane Configurations								
Traffic Volume (vph)	42	741	39	905	60	54	20	37
Future Volume (vph)	42	741	39	905	60	54	20	37
Turn Type	Perm	NA	Perm	NA	Perm	NA	Perm	NA
Protected Phases		6		2		4		8
Permitted Phases	6		2		4		8	
Detector Phase	6	6	2	2	4	4	8	8
Switch Phase								
Minimum Initial (s)	17.0	17.0	17.0	17.0	6.0	6.0	6.0	6.0
Minimum Split (s)	25.7	25.7	25.7	25.7	24.5	24.5	24.5	24.5
Total Split (s)	57.7	57.7	57.7	57.7	26.5	26.5	26.5	26.5
Total Split (%)	68.5%	68.5%	68.5%	68.5%	31.5%	31.5%	31.5%	31.5%
Yellow Time (s)	4.8	4.8	4.8	4.8	3.7	3.7	3.7	3.7
All-Red Time (s)	2.9	2.9	2.9	2.9	2.8	2.8	2.8	2.8
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.7	7.7	7.7	7.7	6.5	6.5	6.5	6.5
Lead/Lag								
Lead-Lag Optimize?								
Recall Mode	Max	Max	Max	Max	None	None	Max	Max
Act Effct Green (s)	50.0	50.0	50.0	50.0	20.0	20.0	20.0	20.0
Actuated g/C Ratio	0.59	0.59	0.59	0.59	0.24	0.24	0.24	0.24
v/c Ratio	0.16	0.41	0.12	0.48	0.21	0.20	0.07	0.19
Control Delay (s/veh)	9.6	9.7	8.6	10.6	28.1	19.3	25.8	15.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	9.6	9.7	8.6	10.6	28.1	19.3	25.8	15.3
LOS	A	A	A	B	C	B	C	B
Approach Delay (s/veh)		9.7		10.6		23.0		17.4
Approach LOS		A		B		C		B

Intersection Summary	
Cycle Length: 84.2	
Actuated Cycle Length: 84.2	
Natural Cycle: 55	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.48	
Intersection Signal Delay (s/veh): 11.4	Intersection LOS: B
Intersection Capacity Utilization 56.7%	ICU Level of Service B
Analysis Period (min) 15	

Splits and Phases: 2: S Myrtle Ave & SR 44





Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	42	741	66	39	905	25	60	54	28	20	37	41
Future Volume (veh/h)	42	741	66	39	905	25	60	54	28	20	37	41
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1841	1870	1767	1870	1841	1841	1811	1900	1796	1826	1900	1870
Adj Flow Rate, veh/h	45	788	70	41	963	27	64	57	30	21	39	44
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	4	2	9	2	4	4	6	0	7	5	0	2
Cap, veh/h	331	1960	174	386	2063	58	339	278	147	339	194	218
Arrive On Green	0.59	0.59	0.59	0.59	0.59	0.59	0.24	0.24	0.24	0.24	0.24	0.24
Sat Flow, veh/h	560	3301	293	644	3474	97	1273	1172	617	1279	815	919
Grp Volume(v), veh/h	45	424	434	41	485	505	64	0	87	21	0	83
Grp Sat Flow(s),veh/h/ln	560	1777	1818	644	1749	1823	1273	0	1789	1279	0	1734
Q Serve(g_s), s	4.1	10.7	10.7	3.1	13.1	13.1	3.6	0.0	3.3	1.1	0.0	3.2
Cycle Q Clear(g_c), s	17.3	10.7	10.7	13.8	13.1	13.1	6.8	0.0	3.3	4.4	0.0	3.2
Prop In Lane	1.00		0.16	1.00		0.05	1.00		0.34	1.00		0.53
Lane Grp Cap(c), veh/h	331	1055	1079	386	1038	1083	339	0	425	339	0	412
V/C Ratio(X)	0.14	0.40	0.40	0.11	0.47	0.47	0.19	0.00	0.20	0.06	0.00	0.20
Avail Cap(c_a), veh/h	331	1055	1079	386	1038	1083	339	0	425	339	0	412
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	14.5	9.1	9.1	12.8	9.6	9.6	28.4	0.0	25.7	27.5	0.0	25.7
Incr Delay (d2), s/veh	0.9	1.1	1.1	0.6	1.5	1.4	0.4	0.0	0.3	0.3	0.0	1.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	1.0	6.5	6.7	0.8	8.1	8.3	2.0	0.0	2.5	0.7	0.0	2.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	15.3	10.3	10.2	13.4	11.1	11.1	28.8	0.0	26.1	27.8	0.0	26.8
LnGrp LOS	B	B	B	B	B	B	C		C	C		C
Approach Vol, veh/h		903			1031			151			104	
Approach Delay, s/veh		10.5			11.2			27.2			27.0	
Approach LOS		B			B			C			C	

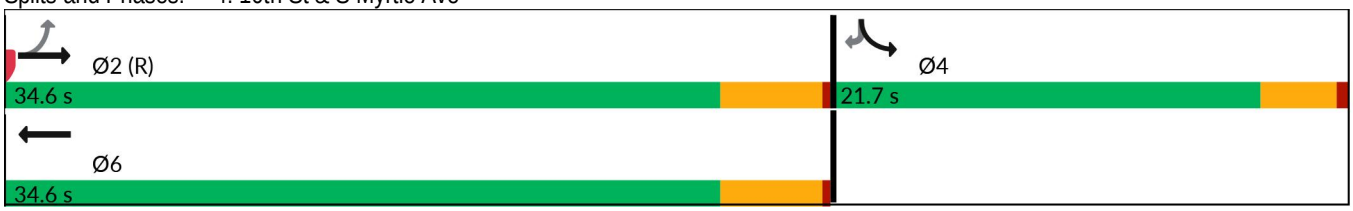
Timer - Assigned Phs	2	4	6	8
Phs Duration (G+Y+Rc), s	57.7	26.5	57.7	26.5
Change Period (Y+Rc), s	7.7	6.5	7.7	6.5
Max Green Setting (Gmax), s	50.0	20.0	50.0	20.0
Max Q Clear Time (g_c+I1), s	15.8	8.8	19.3	6.4
Green Ext Time (p_c), s	11.2	0.6	8.9	0.3

Intersection Summary	
HCM 7th Control Delay, s/veh	12.8
HCM 7th LOS	B

Lane Group	EBL	EBT	WBT	SBL	SBR
Lane Configurations					
Traffic Volume (vph)	18	208	192	50	31
Future Volume (vph)	18	208	192	50	31
Turn Type	Perm	NA	NA	Prot	Perm
Protected Phases		2	6	4	
Permitted Phases	2				4
Detector Phase	2	2	6	4	4
Switch Phase					
Minimum Initial (s)	10.0	10.0	10.0	6.0	6.0
Minimum Split (s)	22.6	22.6	22.6	21.7	21.7
Total Split (s)	34.6	34.6	34.6	21.7	21.7
Total Split (%)	61.5%	61.5%	61.5%	38.5%	38.5%
Yellow Time (s)	4.3	4.3	4.3	3.2	3.2
All-Red Time (s)	0.3	0.3	0.3	0.5	0.5
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.6	4.6	4.6	3.7	3.7
Lead/Lag					
Lead-Lag Optimize?					
Recall Mode	Max	Max	Max	Max	Max
Act Effct Green (s)	30.0	30.0	30.0	18.0	18.0
Actuated g/C Ratio	0.53	0.53	0.53	0.32	0.32
v/c Ratio	0.03	0.12	0.12	0.09	0.06
Control Delay (s/veh)	6.5	6.8	6.2	14.0	6.1
Queue Delay	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	6.5	6.8	6.2	14.0	6.1
LOS	A	A	A	B	A
Approach Delay (s/veh)		6.8	6.2	11.0	
Approach LOS		A	A	B	

Intersection Summary	
Cycle Length: 56.3	
Actuated Cycle Length: 56.3	
Offset: 0 (0%), Referenced to phase 2:EBTL, Start of Green	
Natural Cycle: 45	
Control Type: Pretimed	
Maximum v/c Ratio: 0.12	
Intersection Signal Delay (s/veh): 7.2	Intersection LOS: A
Intersection Capacity Utilization 27.1%	ICU Level of Service A
Analysis Period (min) 15	

Splits and Phases: 4: 10th St & S Myrtle Ave





Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	18	208	192	19	50	31
Future Volume (veh/h)	18	208	192	19	50	31
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No	No		No	
Adj Sat Flow, veh/h/ln	1811	1870	1900	1900	1900	1900
Adj Flow Rate, veh/h	19	224	206	20	54	33
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93
Percent Heavy Veh, %	6	2	0	0	0	0
Cap, veh/h	689	1894	1773	170	579	515
Arrive On Green	0.53	0.53	0.53	0.53	0.32	0.32
Sat Flow, veh/h	1118	3647	3422	320	1810	1610
Grp Volume(v), veh/h	19	224	111	115	54	33
Grp Sat Flow(s),veh/h/ln	1118	1777	1805	1842	1810	1610
Q Serve(g_s), s	0.5	1.8	1.7	1.8	1.2	0.8
Cycle Q Clear(g_c), s	2.2	1.8	1.7	1.8	1.2	0.8
Prop In Lane	1.00			0.17	1.00	1.00
Lane Grp Cap(c), veh/h	689	1894	962	982	579	515
V/C Ratio(X)	0.03	0.12	0.12	0.12	0.09	0.06
Avail Cap(c_a), veh/h	689	1894	962	982	579	515
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	7.1	6.6	6.5	6.6	13.4	13.3
Incr Delay (d2), s/veh	0.1	0.1	0.2	0.2	0.3	0.2
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	0.2	0.9	0.9	1.0	0.9	0.5
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	7.2	6.7	6.8	6.8	13.7	13.5
LnGrp LOS	A	A	A	A	B	B
Approach Vol, veh/h		243	226		87	
Approach Delay, s/veh		6.7	6.8		13.7	
Approach LOS		A	A		B	

Timer - Assigned Phs		2		4		6
Phs Duration (G+Y+Rc), s		34.6		21.7		34.6
Change Period (Y+Rc), s		4.6		3.7		4.6
Max Green Setting (Gmax), s		30.0		18.0		30.0
Max Q Clear Time (g_c+I1), s		4.2		3.2		3.8
Green Ext Time (p_c), s		1.3		0.2		1.1

Intersection Summary	
HCM 7th Control Delay, s/veh	7.8
HCM 7th LOS	A

Intersection	
Int Delay, s/veh	2.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	17	292	21	41	545	15	7	14	82	4	14	38
Future Vol, veh/h	17	292	21	41	545	15	7	14	82	4	14	38
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91	91	91	91	91	91
Heavy Vehicles, %	0	70	10	7	3	0	0	0	1	0	0	0
Mvmt Flow	19	321	23	45	599	16	8	15	90	4	15	42

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	615	0	0	344	0	0	1066	1075	332	1063	1079	607
Stage 1	-	-	-	-	-	-	370	370	-	697	697	-
Stage 2	-	-	-	-	-	-	697	705	-	366	381	-
Critical Hdwy	4.1	-	-	4.17	-	-	7.1	6.5	6.21	7.1	6.5	6.2
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Follow-up Hdwy	2.2	-	-	2.263	-	-	3.5	4	3.309	3.5	4	3.3
Pot Cap-1 Maneuver	974	-	-	1188	-	-	202	221	712	203	220	500
Stage 1	-	-	-	-	-	-	654	624	-	435	446	-
Stage 2	-	-	-	-	-	-	435	442	-	658	617	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	974	-	-	1188	-	-	158	204	712	151	203	500
Mov Cap-2 Maneuver	-	-	-	-	-	-	158	204	-	151	203	-
Stage 1	-	-	-	-	-	-	639	609	-	409	420	-
Stage 2	-	-	-	-	-	-	362	416	-	546	602	-

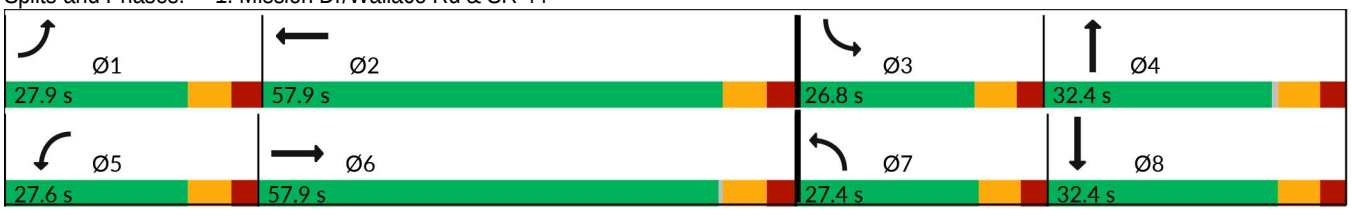
Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	0.45	0.56	15.63	18.57
HCM LOS			C	C

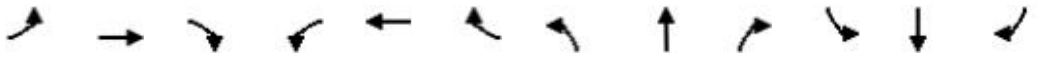
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	451	91	-	-	122	-	-	327
HCM Lane V/C Ratio	0.251	0.019	-	-	0.038	-	-	0.188
HCM Ctrl Dly (s/v)	15.6	8.8	0	-	8.2	0	-	18.6
HCM Lane LOS	C	A	A	-	A	A	-	C
HCM 95th %tile Q(veh)	1	0.1	-	-	0.1	-	-	0.7

Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Lane Configurations								
Traffic Volume (vph)	41	1054	56	848	297	119	132	180
Future Volume (vph)	41	1054	56	848	297	119	132	180
Turn Type	Prot	NA	Prot	NA	Prot	NA	Prot	NA
Protected Phases	1	6	5	2	7	4	3	8
Permitted Phases		6		2		4		8
Detector Phase	1	6	5	2	7	4	3	8
Switch Phase								
Minimum Initial (s)	7.0	17.0	7.0	17.0	7.0	7.0	7.0	7.0
Minimum Split (s)	14.9	25.9	14.6	25.9	25.4	25.4	14.3	25.4
Total Split (s)	27.9	57.9	27.6	57.9	27.4	32.4	26.8	32.4
Total Split (%)	19.2%	39.8%	19.0%	39.8%	18.8%	22.3%	18.4%	22.3%
Yellow Time (s)	4.8	4.8	4.8	4.8	4.5	4.5	4.5	4.5
All-Red Time (s)	3.1	3.1	2.8	3.1	2.9	2.9	2.8	2.9
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.9	7.9	7.6	7.9	7.4	7.4	7.3	7.4
Lead/Lag	Lead	Lag	Lead	Lag	Lead	Lag	Lead	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	Min	None	Min	Max	None	None	Max
Act Effct Green (s)	9.1	50.2	10.0	50.9	20.1	30.2	15.1	25.1
Actuated g/C Ratio	0.07	0.38	0.08	0.38	0.15	0.23	0.11	0.19
v/c Ratio	0.37	1.02	0.44	0.68	0.61	0.54	0.68	0.64
Control Delay (s/veh)	69.8	69.8	70.5	37.9	59.3	48.6	74.6	59.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	69.8	69.8	70.5	37.9	59.3	48.6	74.6	59.3
LOS	E	E	E	D	E	D	E	E
Approach Delay (s/veh)		69.8		39.9		54.9		65.2
Approach LOS		E		D		D		E

Intersection Summary	
Cycle Length: 145.6	
Actuated Cycle Length: 132.5	
Natural Cycle: 115	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 1.02	
Intersection Signal Delay (s/veh): 57.8	Intersection LOS: E
Intersection Capacity Utilization 85.3%	ICU Level of Service E
Analysis Period (min) 15	

Splits and Phases: 1: Mission Dr/Wallace Rd & SR 44





Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	41	1054	207	56	848	27	297	119	86	132	180	31
Future Volume (veh/h)	41	1054	207	56	848	27	297	119	86	132	180	31
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1767	1826	1826	1841	1841	1900	1826	1796	1781	1856	1841	1796
Adj Flow Rate, veh/h	42	1087	213	58	874	28	306	123	89	136	186	32
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	9	5	5	4	4	0	5	7	8	3	4	7
Cap, veh/h	70	1101	215	82	1325	42	513	244	176	162	291	50
Arrive On Green	0.04	0.38	0.38	0.05	0.38	0.38	0.15	0.25	0.25	0.09	0.19	0.19
Sat Flow, veh/h	1682	2894	565	1753	3459	111	3374	969	701	1767	1530	263
Grp Volume(v), veh/h	42	650	650	58	442	460	306	0	212	136	0	218
Grp Sat Flow(s),veh/h/ln	1682	1735	1724	1753	1749	1821	1687	0	1670	1767	0	1793
Q Serve(g_s), s	3.2	48.8	49.3	4.3	27.4	27.4	11.1	0.0	14.3	10.0	0.0	14.7
Cycle Q Clear(g_c), s	3.2	48.8	49.3	4.3	27.4	27.4	11.1	0.0	14.3	10.0	0.0	14.7
Prop In Lane	1.00		0.33	1.00		0.06	1.00		0.42	1.00		0.15
Lane Grp Cap(c), veh/h	70	660	656	82	670	698	513	0	420	162	0	341
V/C Ratio(X)	0.60	0.99	0.99	0.71	0.66	0.66	0.60	0.00	0.51	0.84	0.00	0.64
Avail Cap(c_a), veh/h	256	660	656	267	670	698	513	0	420	262	0	341
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	61.9	40.4	40.5	61.8	33.5	33.5	52.0	0.0	42.2	58.7	0.0	49.1
Incr Delay (d2), s/veh	7.9	31.2	32.8	10.5	2.4	2.3	5.0	0.0	1.0	12.2	0.0	8.9
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	2.7	33.8	34.2	3.8	17.2	17.8	8.8	0.0	10.1	8.7	0.0	11.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	69.8	71.5	73.4	72.3	35.9	35.8	57.0	0.0	43.2	70.9	0.0	57.9
LnGrp LOS	E	E	E	E	D	D	E		D	E		E
Approach Vol, veh/h		1342			960			518			354	
Approach Delay, s/veh		72.4			38.0			51.3			62.9	
Approach LOS		E			D			D			E	

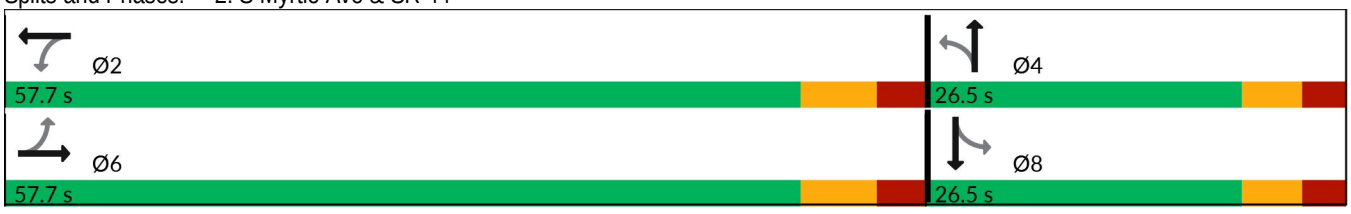
Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	13.4	58.3	19.4	40.4	13.8	57.9	27.4	32.4
Change Period (Y+Rc), s	7.9	7.9	7.3	7.4	7.6	7.9	7.4	7.4
Max Green Setting (Gmax), s	20.0	50.0	19.5	25.0	20.0	50.0	20.0	25.0
Max Q Clear Time (g_c+I1), s	5.2	29.4	12.0	16.3	6.3	51.3	13.1	16.7
Green Ext Time (p_c), s	0.1	5.2	0.2	0.7	0.1	0.0	0.6	0.7

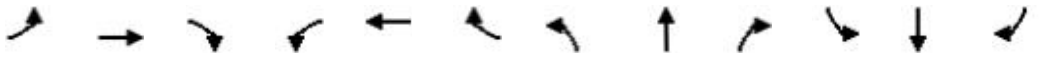
Intersection Summary	
HCM 7th Control Delay, s/veh	57.5
HCM 7th LOS	E

Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Lane Configurations								
Traffic Volume (vph)	47	974	107	632	28	33	17	93
Future Volume (vph)	47	974	107	632	28	33	17	93
Turn Type	Perm	NA	Perm	NA	Perm	NA	Perm	NA
Protected Phases		6		2		4		8
Permitted Phases	6		2		4		8	
Detector Phase	6	6	2	2	4	4	8	8
Switch Phase								
Minimum Initial (s)	17.0	17.0	17.0	17.0	6.0	6.0	6.0	6.0
Minimum Split (s)	25.7	25.7	25.7	25.7	24.5	24.5	24.5	24.5
Total Split (s)	57.7	57.7	57.7	57.7	26.5	26.5	26.5	26.5
Total Split (%)	68.5%	68.5%	68.5%	68.5%	31.5%	31.5%	31.5%	31.5%
Yellow Time (s)	4.8	4.8	4.8	4.8	3.7	3.7	3.7	3.7
All-Red Time (s)	2.9	2.9	2.9	2.9	2.8	2.8	2.8	2.8
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.7	7.7	7.7	7.7	6.5	6.5	6.5	6.5
Lead/Lag								
Lead-Lag Optimize?								
Recall Mode	Max	Max	Max	Max	None	None	Max	Max
Act Effct Green (s)	50.0	50.0	50.0	50.0	20.0	20.0	20.0	20.0
Actuated g/C Ratio	0.59	0.59	0.59	0.59	0.24	0.24	0.24	0.24
v/c Ratio	0.15	0.63	0.65	0.38	0.13	0.34	0.07	0.33
Control Delay (s/veh)	8.9	12.7	30.6	9.5	27.1	15.9	25.9	25.7
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	8.9	12.7	30.6	9.5	27.1	15.9	25.9	25.7
LOS	A	B	C	A	C	B	C	C
Approach Delay (s/veh)		12.5		12.4		17.9		25.7
Approach LOS		B		B		B		C

Intersection Summary	
Cycle Length: 84.2	
Actuated Cycle Length: 84.2	
Natural Cycle: 70	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.65	
Intersection Signal Delay (s/veh): 13.7	Intersection LOS: B
Intersection Capacity Utilization 79.4%	ICU Level of Service D
Analysis Period (min) 15	

Splits and Phases: 2: S Myrtle Ave & SR 44





Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	47	974	58	107	632	32	28	33	98	17	93	30
Future Volume (veh/h)	47	974	58	107	632	32	28	33	98	17	93	30
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1781	1648	1885	1856	1900	1574	1856	1885	1737	1885	1900
Adj Flow Rate, veh/h	56	1160	69	127	752	38	33	39	117	20	111	36
Peak Hour Factor	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84
Percent Heavy Veh, %	2	8	17	1	3	0	22	3	1	11	1	0
Cap, veh/h	414	1928	115	254	2028	102	263	97	291	265	324	105
Arrive On Green	0.59	0.59	0.59	0.59	0.59	0.59	0.24	0.24	0.24	0.24	0.24	0.24
Sat Flow, veh/h	686	3246	193	457	3415	173	1044	409	1226	1143	1363	442
Grp Volume(v), veh/h	56	604	625	127	388	402	33	0	156	20	0	147
Grp Sat Flow(s),veh/h/ln	686	1692	1747	457	1763	1824	1044	0	1635	1143	0	1806
Q Serve(g_s), s	3.9	19.0	19.0	20.5	9.7	9.7	2.3	0.0	6.8	1.3	0.0	5.7
Cycle Q Clear(g_c), s	13.6	19.0	19.0	39.5	9.7	9.7	8.0	0.0	6.8	8.0	0.0	5.7
Prop In Lane	1.00		0.11	1.00		0.09	1.00		0.75	1.00		0.24
Lane Grp Cap(c), veh/h	414	1005	1037	254	1047	1083	263	0	388	265	0	429
V/C Ratio(X)	0.14	0.60	0.60	0.50	0.37	0.37	0.13	0.00	0.40	0.08	0.00	0.34
Avail Cap(c_a), veh/h	414	1005	1037	254	1047	1083	263	0	388	265	0	429
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	12.4	10.8	10.8	23.3	8.9	8.9	30.0	0.0	27.1	30.4	0.0	26.6
Incr Delay (d2), s/veh	0.7	2.7	2.6	6.9	1.0	1.0	0.3	0.0	1.0	0.6	0.0	2.2
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	1.1	10.4	10.7	4.5	6.0	6.2	1.1	0.0	4.8	0.7	0.0	4.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	13.1	13.5	13.4	30.2	9.9	9.9	30.3	0.0	28.0	31.0	0.0	28.8
LnGrp LOS	B	B	B	C	A	A	C		C	C		C
Approach Vol, veh/h		1285			917			189			167	
Approach Delay, s/veh		13.4			12.7			28.4			29.1	
Approach LOS		B			B			C			C	

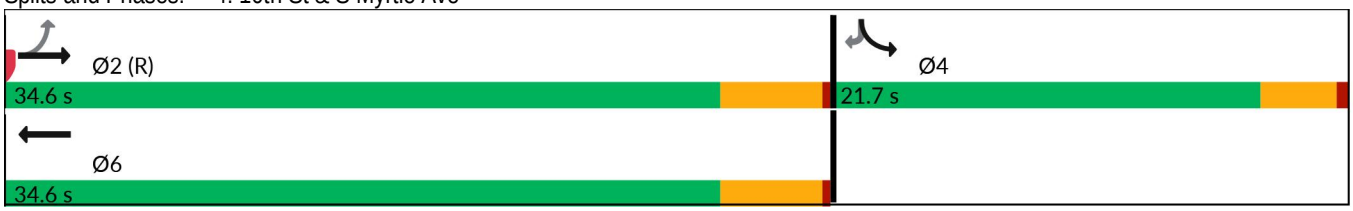
Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		57.7		26.5		57.7		26.5				
Change Period (Y+Rc), s		7.7		6.5		7.7		6.5				
Max Green Setting (Gmax), s		50.0		20.0		50.0		20.0				
Max Q Clear Time (g_c+I1), s		41.5		10.0		21.0		10.0				
Green Ext Time (p_c), s		4.8		0.9		13.7		0.5				

Intersection Summary												
HCM 7th Control Delay, s/veh			15.3									
HCM 7th LOS			B									

Lane Group	EBL	EBT	WBT	SBL	SBR
Lane Configurations					
Traffic Volume (vph)	81	185	245	36	189
Future Volume (vph)	81	185	245	36	189
Turn Type	Perm	NA	NA	Prot	Perm
Protected Phases		2	6	4	
Permitted Phases	2				4
Detector Phase	2	2	6	4	4
Switch Phase					
Minimum Initial (s)	10.0	10.0	10.0	6.0	6.0
Minimum Split (s)	22.6	22.6	22.6	21.7	21.7
Total Split (s)	34.6	34.6	34.6	21.7	21.7
Total Split (%)	61.5%	61.5%	61.5%	38.5%	38.5%
Yellow Time (s)	4.3	4.3	4.3	3.2	3.2
All-Red Time (s)	0.3	0.3	0.3	0.5	0.5
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.6	4.6	4.6	3.7	3.7
Lead/Lag					
Lead-Lag Optimize?					
Recall Mode	Max	Max	Max	Max	Max
Act Effct Green (s)	30.0	30.0	30.0	18.0	18.0
Actuated g/C Ratio	0.53	0.53	0.53	0.32	0.32
v/c Ratio	0.20	0.13	0.20	0.08	0.36
Control Delay (s/veh)	8.1	6.8	6.2	13.9	4.2
Queue Delay	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	8.1	6.8	6.2	13.9	4.2
LOS	A	A	A	B	A
Approach Delay (s/veh)		7.2	6.2	5.7	
Approach LOS		A	A	A	

Intersection Summary	
Cycle Length: 56.3	
Actuated Cycle Length: 56.3	
Offset: 0 (0%), Referenced to phase 2:EBTL, Start of Green	
Natural Cycle: 45	
Control Type: Pretimed	
Maximum v/c Ratio: 0.36	
Intersection Signal Delay (s/veh): 6.4	Intersection LOS: A
Intersection Capacity Utilization 32.7%	ICU Level of Service A
Analysis Period (min) 15	

Splits and Phases: 4: 10th St & S Myrtle Ave





Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	81	185	245	41	36	189
Future Volume (veh/h)	81	185	245	41	36	189
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No	No		No	
Adj Sat Flow, veh/h/ln	1885	1856	1885	1900	1900	1885
Adj Flow Rate, veh/h	105	240	318	53	47	245
Peak Hour Factor	0.77	0.77	0.77	0.77	0.77	0.77
Percent Heavy Veh, %	1	3	1	0	0	1
Cap, veh/h	615	1879	1640	270	579	511
Arrive On Green	0.53	0.53	0.53	0.53	0.32	0.32
Sat Flow, veh/h	1019	3618	3172	507	1810	1598
Grp Volume(v), veh/h	105	240	184	187	47	245
Grp Sat Flow(s),veh/h/ln	1019	1763	1791	1794	1810	1598
Q Serve(g_s), s	3.4	1.9	3.0	3.1	1.0	6.9
Cycle Q Clear(g_c), s	6.4	1.9	3.0	3.1	1.0	6.9
Prop In Lane	1.00			0.28	1.00	1.00
Lane Grp Cap(c), veh/h	615	1879	954	956	579	511
V/C Ratio(X)	0.17	0.13	0.19	0.20	0.08	0.48
Avail Cap(c_a), veh/h	615	1879	954	956	579	511
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	8.5	6.6	6.8	6.9	13.4	15.4
Incr Delay (d2), s/veh	0.6	0.1	0.4	0.5	0.3	3.2
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	1.2	0.9	1.6	1.6	0.8	4.8
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	9.1	6.7	7.3	7.3	13.6	18.6
LnGrp LOS	A	A	A	A	B	B
Approach Vol, veh/h		345	371		292	
Approach Delay, s/veh		7.5	7.3		17.8	
Approach LOS		A	A		B	

Timer - Assigned Phs	2	4	6
Phs Duration (G+Y+Rc), s	34.6	21.7	34.6
Change Period (Y+Rc), s	4.6	3.7	4.6
Max Green Setting (Gmax), s	30.0	18.0	30.0
Max Q Clear Time (g_c+I1), s	8.4	8.9	5.1
Green Ext Time (p_c), s	1.8	0.6	1.9

Intersection Summary	
HCM 7th Control Delay, s/veh	10.4
HCM 7th LOS	B

Intersection	
Int Delay, s/veh	3.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	32	329	29	89	323	6	4	23	51	4	28	37
Future Vol, veh/h	32	329	29	89	323	6	4	23	51	4	28	37
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	3	6	7	1	3	0	0	0	4	0	0	3
Mvmt Flow	35	358	32	97	351	7	4	25	55	4	30	40

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	358	0	0	389	0	0	1003	994	373	988	1007	354
Stage 1	-	-	-	-	-	-	443	443	-	548	548	-
Stage 2	-	-	-	-	-	-	560	551	-	440	459	-
Critical Hdwy	4.13	-	-	4.11	-	-	7.1	6.5	6.24	7.1	6.5	6.23
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Follow-up Hdwy	2.227	-	-	2.209	-	-	3.5	4	3.336	3.5	4	3.327
Pot Cap-1 Maneuver	1196	-	-	1175	-	-	223	247	668	228	243	687
Stage 1	-	-	-	-	-	-	598	579	-	524	520	-
Stage 2	-	-	-	-	-	-	517	519	-	600	570	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1196	-	-	1175	-	-	158	213	668	162	210	687
Mov Cap-2 Maneuver	-	-	-	-	-	-	158	213	-	162	210	-
Stage 1	-	-	-	-	-	-	575	558	-	470	467	-
Stage 2	-	-	-	-	-	-	408	465	-	506	549	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	0.66	1.78	17.49	19.34
HCM LOS			C	C

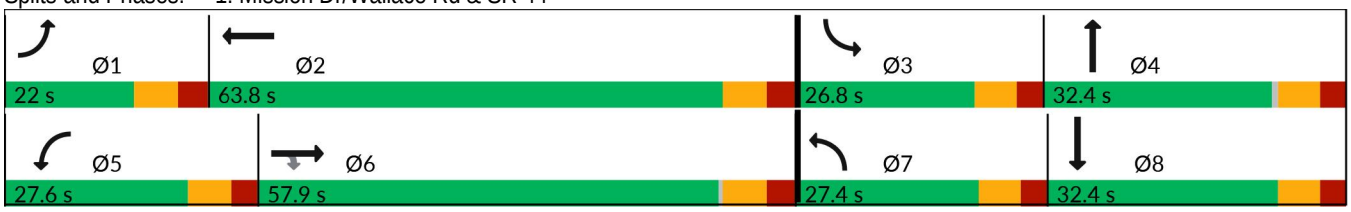
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	372	145	-	-	382	-	-	326
HCM Lane V/C Ratio	0.228	0.029	-	-	0.082	-	-	0.23
HCM Ctrl Dly (s/v)	17.5	8.1	0	-	8.3	0	-	19.3
HCM Lane LOS	C	A	A	-	A	A	-	C
HCM 95th %tile Q(veh)	0.9	0.1	-	-	0.3	-	-	0.9

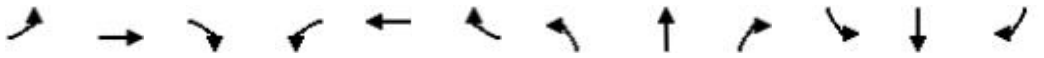
Background w. Improvements

Lane Group	EBL	EBT	EBR	WBL	WBT	NBL	NBT	SBL	SBT
Lane Configurations									
Traffic Volume (vph)	104	915	205	116	1167	341	139	105	160
Future Volume (vph)	104	915	205	116	1167	341	139	105	160
Turn Type	Prot	NA	Perm	Prot	NA	Prot	NA	Prot	NA
Protected Phases	1	6		5	2	7	4	3	8
Permitted Phases		6	6		2		4		8
Detector Phase	1	6	6	5	2	7	4	3	8
Switch Phase									
Minimum Initial (s)	7.0	17.0	17.0	7.0	17.0	7.0	7.0	7.0	7.0
Minimum Split (s)	14.9	25.9	25.9	14.6	25.9	25.4	25.4	14.3	25.4
Total Split (s)	22.0	57.9	57.9	27.6	63.8	27.4	32.4	26.8	32.4
Total Split (%)	15.1%	39.8%	39.8%	19.0%	43.8%	18.8%	22.3%	18.4%	22.3%
Yellow Time (s)	4.8	4.8	4.8	4.8	4.8	4.5	4.5	4.5	4.5
All-Red Time (s)	3.1	3.1	3.1	2.8	3.1	2.9	2.9	2.8	2.9
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.9	7.9	7.9	7.6	7.9	7.4	7.4	7.3	7.4
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lead	Lag	Lead	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min	Max	None	None	Max
Act Effct Green (s)	12.7	53.2	53.2	15.3	55.4	20.0	30.9	14.2	25.0
Actuated g/C Ratio	0.09	0.37	0.37	0.11	0.39	0.14	0.21	0.10	0.17
v/c Ratio	0.72	0.74	0.31	0.68	0.96	0.75	0.59	0.63	0.36
Control Delay (s/veh)	89.2	43.8	9.0	80.0	60.3	70.5	55.3	77.8	49.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	89.2	43.8	9.0	80.0	60.3	70.5	55.3	77.8	49.0
LOS	F	D	A	E	E	E	E	E	D
Approach Delay (s/veh)		41.8			62.0		64.6		58.7
Approach LOS		D			E		E		E

Intersection Summary	
Cycle Length: 145.6	
Actuated Cycle Length: 143.8	
Natural Cycle: 115	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.96	
Intersection Signal Delay (s/veh): 54.9	Intersection LOS: D
Intersection Capacity Utilization 83.3%	ICU Level of Service E
Analysis Period (min) 15	

Splits and Phases: 1: Mission Dr/Wallace Rd & SR 44





Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	104	915	205	116	1167	53	341	139	82	105	160	47
Future Volume (veh/h)	104	915	205	116	1167	53	341	139	82	105	160	47
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1856	1885	1870	1826	1856	1900	1885	1885	1885	1900	1870	1841
Adj Flow Rate, veh/h	111	973	218	123	1241	56	363	148	87	112	170	50
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	3	1	2	5	3	0	1	1	1	0	2	4
Cap, veh/h	134	1357	600	147	1324	60	497	274	161	136	486	139
Arrive On Green	0.08	0.38	0.38	0.08	0.39	0.39	0.14	0.25	0.25	0.08	0.18	0.18
Sat Flow, veh/h	1767	3582	1585	1739	3436	155	3483	1113	654	1810	2728	779
Grp Volume(v), veh/h	111	973	218	123	636	661	363	0	235	112	109	111
Grp Sat Flow(s),veh/h/ln	1767	1791	1585	1739	1763	1828	1742	0	1767	1810	1777	1730
Q Serve(g_s), s	8.7	32.5	13.9	9.8	48.7	48.8	14.0	0.0	16.2	8.6	7.5	7.9
Cycle Q Clear(g_c), s	8.7	32.5	13.9	9.8	48.7	48.8	14.0	0.0	16.2	8.6	7.5	7.9
Prop In Lane	1.00		1.00	1.00		0.08	1.00		0.37	1.00		0.45
Lane Grp Cap(c), veh/h	134	1357	600	147	679	704	497	0	435	136	317	308
V/C Ratio(X)	0.83	0.72	0.36	0.84	0.94	0.94	0.73	0.00	0.54	0.82	0.34	0.36
Avail Cap(c_a), veh/h	178	1357	600	248	703	728	497	0	435	252	317	308
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	63.9	37.2	31.4	63.3	41.5	41.5	57.6	0.0	46.0	63.9	50.5	50.6
Incr Delay (d2), s/veh	21.2	1.8	0.4	11.8	19.7	19.5	9.2	0.0	1.3	11.4	3.0	3.2
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	8.2	20.3	9.3	8.3	32.1	33.1	11.1	0.0	11.8	7.8	6.6	6.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	85.1	39.0	31.8	75.1	61.2	61.0	66.7	0.0	47.3	75.3	53.4	53.9
LnGrp LOS	F	D	C	E	E	E	E		D	E	D	D
Approach Vol, veh/h		1302			1420			598			332	
Approach Delay, s/veh		41.7			62.3			59.1			61.0	
Approach LOS		D			E			E			E	

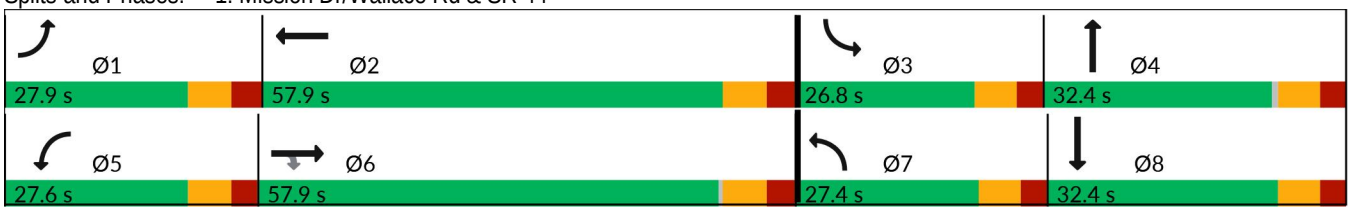
Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	18.5	62.0	17.9	41.9	19.4	61.0	27.4	32.4
Change Period (Y+Rc), s	7.9	7.9	7.3	7.4	7.6	7.9	7.4	7.4
Max Green Setting (Gmax), s	14.1	55.9	19.5	25.0	20.0	50.0	20.0	25.0
Max Q Clear Time (g_c+I1), s	10.7	50.8	10.6	18.2	11.8	34.5	16.0	9.9
Green Ext Time (p_c), s	0.1	3.2	0.2	0.7	0.2	6.3	0.5	1.0

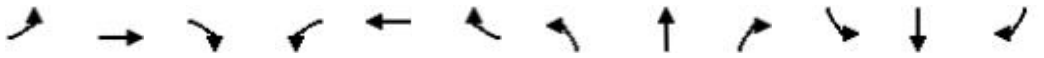
Intersection Summary	
HCM 7th Control Delay, s/veh	54.3
HCM 7th LOS	D

Lane Group	EBL	EBT	EBR	WBL	WBT	NBL	NBT	SBL	SBT
Lane Configurations									
Traffic Volume (vph)	41	1054	207	56	848	297	119	132	180
Future Volume (vph)	41	1054	207	56	848	297	119	132	180
Turn Type	Prot	NA	Perm	Prot	NA	Prot	NA	Prot	NA
Protected Phases	1	6		5	2	7	4	3	8
Permitted Phases		6	6		2		4		8
Detector Phase	1	6	6	5	2	7	4	3	8
Switch Phase									
Minimum Initial (s)	7.0	17.0	17.0	7.0	17.0	7.0	7.0	7.0	7.0
Minimum Split (s)	14.9	25.9	25.9	14.6	25.9	25.4	25.4	14.3	25.4
Total Split (s)	27.9	57.9	57.9	27.6	57.9	27.4	32.4	26.8	32.4
Total Split (%)	19.2%	39.8%	39.8%	19.0%	39.8%	18.8%	22.3%	18.4%	22.3%
Yellow Time (s)	4.8	4.8	4.8	4.8	4.8	4.5	4.5	4.5	4.5
All-Red Time (s)	3.1	3.1	3.1	2.8	3.1	2.9	2.9	2.8	2.9
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.9	7.9	7.9	7.6	7.9	7.4	7.4	7.3	7.4
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lead	Lag	Lead	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min	Max	None	None	Max
Act Effct Green (s)	9.1	46.1	46.1	10.0	46.7	20.3	30.7	15.0	25.3
Actuated g/C Ratio	0.07	0.36	0.36	0.08	0.36	0.16	0.24	0.12	0.20
v/c Ratio	0.36	0.88	0.33	0.43	0.72	0.58	0.51	0.67	0.32
Control Delay (s/veh)	69.0	48.9	10.8	69.6	39.4	57.5	47.2	72.5	45.7
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	69.0	48.9	10.8	69.6	39.4	57.5	47.2	72.5	45.7
LOS	E	D	B	E	D	E	D	E	D
Approach Delay (s/veh)		43.5			41.2		53.3		56.0
Approach LOS		D			D		D		E

Intersection Summary	
Cycle Length: 145.6	
Actuated Cycle Length: 128.7	
Natural Cycle: 105	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.88	
Intersection Signal Delay (s/veh): 45.8	Intersection LOS: D
Intersection Capacity Utilization 79.0%	ICU Level of Service D
Analysis Period (min) 15	

Splits and Phases: 1: Mission Dr/Wallace Rd & SR 44





Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	41	1054	207	56	848	27	297	119	86	132	180	31
Future Volume (veh/h)	41	1054	207	56	848	27	297	119	86	132	180	31
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1767	1826	1826	1841	1841	1900	1826	1796	1781	1856	1841	1796
Adj Flow Rate, veh/h	42	1087	213	58	874	28	306	123	89	136	186	32
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	9	5	5	4	4	0	5	7	8	3	4	7
Cap, veh/h	72	1232	549	85	1239	40	535	257	186	163	593	100
Arrive On Green	0.04	0.36	0.36	0.05	0.36	0.36	0.16	0.27	0.27	0.09	0.20	0.20
Sat Flow, veh/h	1682	3469	1547	1753	3459	111	3374	969	701	1767	2992	506
Grp Volume(v), veh/h	42	1087	213	58	442	460	306	0	212	136	107	111
Grp Sat Flow(s),veh/h/ln	1682	1735	1547	1753	1749	1821	1687	0	1670	1767	1749	1750
Q Serve(g_s), s	3.1	37.1	13.0	4.1	27.4	27.4	10.6	0.0	13.5	9.6	6.6	6.8
Cycle Q Clear(g_c), s	3.1	37.1	13.0	4.1	27.4	27.4	10.6	0.0	13.5	9.6	6.6	6.8
Prop In Lane	1.00		1.00	1.00		0.06	1.00		0.42	1.00		0.29
Lane Grp Cap(c), veh/h	72	1232	549	85	626	652	535	0	443	163	346	347
V/C Ratio(X)	0.58	0.88	0.39	0.69	0.71	0.71	0.57	0.00	0.48	0.83	0.31	0.32
Avail Cap(c_a), veh/h	267	1375	613	278	693	721	535	0	443	273	346	347
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	59.3	38.2	30.4	59.1	34.8	34.8	49.1	0.0	39.0	56.3	43.2	43.3
Incr Delay (d2), s/veh	7.3	6.6	0.4	9.4	2.9	2.8	4.4	0.0	0.8	10.5	2.3	2.4
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	2.6	22.8	8.6	3.6	17.3	17.9	8.4	0.0	9.6	8.3	5.6	5.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	66.6	44.8	30.9	68.6	37.7	37.6	53.5	0.0	39.8	66.8	45.5	45.7
LnGrp LOS	E	D	C	E	D	D	D		D	E	D	D
Approach Vol, veh/h		1342			960			518			354	
Approach Delay, s/veh		43.2			39.5			47.9			53.8	
Approach LOS		D			D			D			D	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	13.3	53.1	18.9	40.9	13.7	52.7	27.4	32.4
Change Period (Y+Rc), s	7.9	7.9	7.3	7.4	7.6	7.9	7.4	7.4
Max Green Setting (Gmax), s	20.0	50.0	19.5	25.0	20.0	50.0	20.0	25.0
Max Q Clear Time (g_c+I1), s	5.1	29.4	11.6	15.5	6.1	39.1	12.6	8.8
Green Ext Time (p_c), s	0.1	5.2	0.2	0.8	0.1	5.7	0.6	1.0

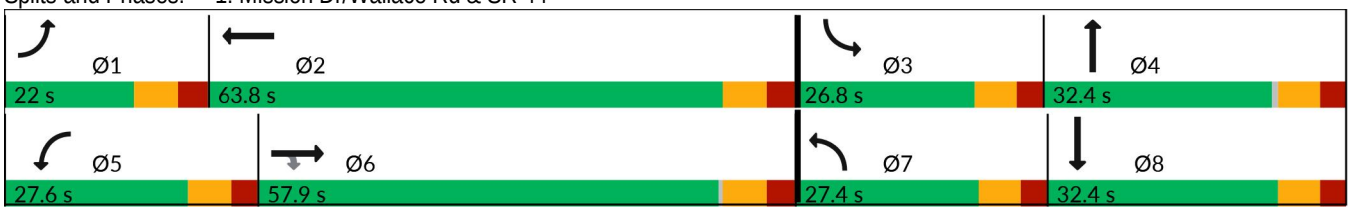
Intersection Summary	
HCM 7th Control Delay, s/veh	44.1
HCM 7th LOS	D

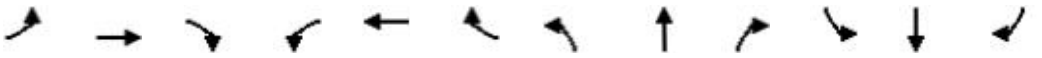
Buildout

Lane Group	EBL	EBT	EBR	WBL	WBT	NBL	NBT	SBL	SBT
Lane Configurations									
Traffic Volume (vph)	104	954	205	116	1210	341	139	110	160
Future Volume (vph)	104	954	205	116	1210	341	139	110	160
Turn Type	Prot	NA	Perm	Prot	NA	Prot	NA	Prot	NA
Protected Phases	1	6		5	2	7	4	3	8
Permitted Phases		6	6		2		4		8
Detector Phase	1	6	6	5	2	7	4	3	8
Switch Phase									
Minimum Initial (s)	7.0	17.0	17.0	7.0	17.0	7.0	7.0	7.0	7.0
Minimum Split (s)	14.9	25.9	25.9	14.6	25.9	25.4	25.4	14.3	25.4
Total Split (s)	22.0	57.9	57.9	27.6	63.8	27.4	32.4	26.8	32.4
Total Split (%)	15.1%	39.8%	39.8%	19.0%	43.8%	18.8%	22.3%	18.4%	22.3%
Yellow Time (s)	4.8	4.8	4.8	4.8	4.8	4.5	4.5	4.5	4.5
All-Red Time (s)	3.1	3.1	3.1	2.8	3.1	2.9	2.9	2.8	2.9
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.9	7.9	7.9	7.6	7.9	7.4	7.4	7.3	7.4
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lead	Lag	Lead	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min	Max	None	None	Max
Act Effct Green (s)	12.7	53.6	53.6	15.3	55.9	20.0	30.6	14.5	25.0
Actuated g/C Ratio	0.09	0.37	0.37	0.11	0.39	0.14	0.21	0.10	0.17
v/c Ratio	0.72	0.76	0.31	0.68	1.00	0.75	0.60	0.65	0.36
Control Delay (s/veh)	89.5	44.9	9.8	80.2	67.5	70.9	55.9	78.6	49.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	89.5	44.9	9.8	80.2	67.5	70.9	55.9	78.6	49.1
LOS	F	D	A	F	E	E	E	E	D
Approach Delay (s/veh)		42.9			68.6		65.0		59.4
Approach LOS		D			E		E		E

Intersection Summary	
Cycle Length: 145.6	
Actuated Cycle Length: 144.2	
Natural Cycle: 115	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 1.00	
Intersection Signal Delay (s/veh): 58.0	Intersection LOS: E
Intersection Capacity Utilization 85.0%	ICU Level of Service E
Analysis Period (min) 15	

Splits and Phases: 1: Mission Dr/Wallace Rd & SR 44





Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	104	954	205	116	1210	58	341	139	82	110	160	47
Future Volume (veh/h)	104	954	205	116	1210	58	341	139	82	110	160	47
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1856	1885	1870	1826	1856	1900	1885	1885	1885	1900	1870	1841
Adj Flow Rate, veh/h	111	1015	218	123	1287	62	363	148	87	117	170	50
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	3	1	2	5	3	0	1	1	1	0	2	4
Cap, veh/h	134	1377	609	147	1339	64	492	267	157	141	481	137
Arrive On Green	0.08	0.38	0.38	0.08	0.39	0.39	0.14	0.24	0.24	0.08	0.18	0.18
Sat Flow, veh/h	1767	3582	1585	1739	3424	165	3483	1113	654	1810	2728	779
Grp Volume(v), veh/h	111	1015	218	123	662	687	363	0	235	117	109	111
Grp Sat Flow(s),veh/h/ln	1767	1791	1585	1739	1763	1826	1742	0	1767	1810	1777	1730
Q Serve(g_s), s	8.8	34.5	13.9	9.9	51.9	52.1	14.2	0.0	16.5	9.0	7.6	8.0
Cycle Q Clear(g_c), s	8.8	34.5	13.9	9.9	51.9	52.1	14.2	0.0	16.5	9.0	7.6	8.0
Prop In Lane	1.00		1.00	1.00		0.09	1.00		0.37	1.00		0.45
Lane Grp Cap(c), veh/h	134	1377	609	147	689	714	492	0	424	141	313	305
V/C Ratio(X)	0.83	0.74	0.36	0.84	0.96	0.96	0.74	0.00	0.55	0.83	0.35	0.36
Avail Cap(c_a), veh/h	176	1377	609	245	695	720	492	0	424	249	313	305
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	64.6	37.5	31.1	63.9	42.1	42.1	58.3	0.0	47.2	64.4	51.2	51.4
Incr Delay (d2), s/veh	21.8	2.1	0.4	12.0	24.6	24.5	9.6	0.0	1.6	11.5	3.0	3.3
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	8.2	21.4	9.3	8.4	34.8	35.9	11.2	0.0	12.0	8.2	6.6	6.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	86.4	39.6	31.5	75.9	66.7	66.7	67.9	0.0	48.8	75.8	54.2	54.7
LnGrp LOS	F	D	C	E	E	E	E		D	E	D	D
Approach Vol, veh/h		1344			1472			598			337	
Approach Delay, s/veh		42.1			67.4			60.4			61.9	
Approach LOS		D			E			E			E	

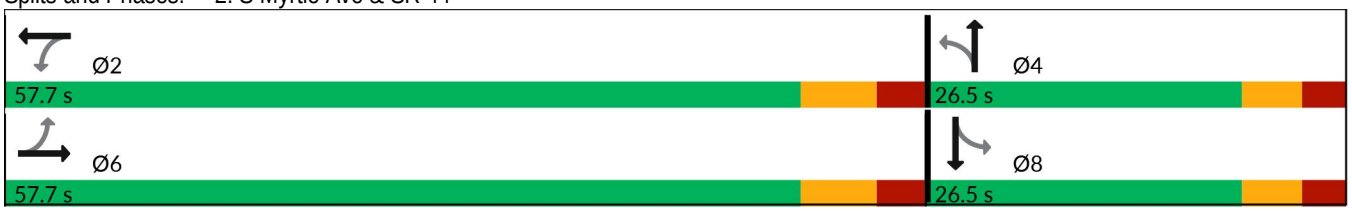
Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	18.6	63.3	18.4	41.4	19.5	62.4	27.4	32.4
Change Period (Y+Rc), s	7.9	7.9	7.3	7.4	7.6	7.9	7.4	7.4
Max Green Setting (Gmax), s	14.1	55.9	19.5	25.0	20.0	50.0	20.0	25.0
Max Q Clear Time (g_c+I1), s	10.8	54.1	11.0	18.5	11.9	36.5	16.2	10.0
Green Ext Time (p_c), s	0.1	1.3	0.2	0.7	0.2	6.1	0.5	1.0

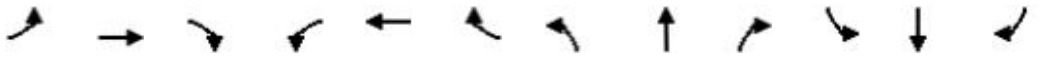
Intersection Summary	
HCM 7th Control Delay, s/veh	56.8
HCM 7th LOS	E

Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Lane Configurations								
Traffic Volume (vph)	42	694	124	849	164	78	20	59
Future Volume (vph)	42	694	124	849	164	78	20	59
Turn Type	Perm	NA	Perm	NA	Perm	NA	Perm	NA
Protected Phases		6		2		4		8
Permitted Phases	6		2		4		8	
Detector Phase	6	6	2	2	4	4	8	8
Switch Phase								
Minimum Initial (s)	17.0	17.0	17.0	17.0	6.0	6.0	6.0	6.0
Minimum Split (s)	25.7	25.7	25.7	25.7	24.5	24.5	24.5	24.5
Total Split (s)	57.7	57.7	57.7	57.7	26.5	26.5	26.5	26.5
Total Split (%)	68.5%	68.5%	68.5%	68.5%	31.5%	31.5%	31.5%	31.5%
Yellow Time (s)	4.8	4.8	4.8	4.8	3.7	3.7	3.7	3.7
All-Red Time (s)	2.9	2.9	2.9	2.9	2.8	2.8	2.8	2.8
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.7	7.7	7.7	7.7	6.5	6.5	6.5	6.5
Lead/Lag								
Lead-Lag Optimize?								
Recall Mode	Max	Max	Max	Max	None	None	Max	Max
Act Effct Green (s)	50.0	50.0	50.0	50.0	20.0	20.0	20.0	20.0
Actuated g/C Ratio	0.59	0.59	0.59	0.59	0.24	0.24	0.24	0.24
v/c Ratio	0.15	0.44	0.42	0.45	0.60	0.43	0.08	0.24
Control Delay (s/veh)	9.2	9.6	14.3	10.3	38.2	19.8	26.2	18.8
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	9.2	9.6	14.3	10.3	38.2	19.8	26.2	18.8
LOS	A	A	B	B	D	B	C	B
Approach Delay (s/veh)		9.6		10.8		28.4		20.0
Approach LOS		A		B		C		C

Intersection Summary	
Cycle Length: 84.2	
Actuated Cycle Length: 84.2	
Natural Cycle: 60	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.60	
Intersection Signal Delay (s/veh): 13.4	Intersection LOS: B
Intersection Capacity Utilization 73.3%	ICU Level of Service D
Analysis Period (min) 15	

Splits and Phases: 2: S Myrtle Ave & SR 44





Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	42	694	156	124	849	25	164	78	107	20	59	41
Future Volume (veh/h)	42	694	156	124	849	25	164	78	107	20	59	41
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1841	1870	1767	1870	1841	1841	1811	1900	1796	1826	1900	1870
Adj Flow Rate, veh/h	45	738	166	132	903	27	174	83	114	21	63	44
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	4	2	9	2	4	4	6	0	7	5	0	2
Cap, veh/h	352	1712	385	365	2059	62	320	172	237	246	247	173
Arrive On Green	0.59	0.59	0.59	0.59	0.59	0.59	0.24	0.24	0.24	0.24	0.24	0.24
Sat Flow, veh/h	592	2882	648	617	3467	104	1246	725	996	1157	1042	727
Grp Volume(v), veh/h	45	455	449	132	455	475	174	0	197	21	0	107
Grp Sat Flow(s),veh/h/ln	592	1777	1754	617	1749	1822	1246	0	1721	1157	0	1769
Q Serve(g_s), s	3.8	11.8	11.8	12.5	12.0	12.0	11.1	0.0	8.3	1.3	0.0	4.1
Cycle Q Clear(g_c), s	15.8	11.8	11.8	24.3	12.0	12.0	15.2	0.0	8.3	9.6	0.0	4.1
Prop In Lane	1.00		0.37	1.00		0.06	1.00		0.58	1.00		0.41
Lane Grp Cap(c), veh/h	352	1055	1041	365	1038	1082	320	0	409	246	0	420
V/C Ratio(X)	0.13	0.43	0.43	0.36	0.44	0.44	0.54	0.00	0.48	0.09	0.00	0.25
Avail Cap(c_a), veh/h	352	1055	1041	365	1038	1082	320	0	409	246	0	420
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	13.7	9.3	9.3	16.0	9.4	9.4	32.2	0.0	27.6	31.8	0.0	26.1
Incr Delay (d2), s/veh	0.7	1.3	1.3	2.8	1.3	1.3	2.4	0.0	1.3	0.7	0.0	1.5
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	0.9	7.2	7.1	3.3	7.5	7.8	6.3	0.0	6.2	0.7	0.0	3.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	14.5	10.6	10.6	18.7	10.7	10.7	34.7	0.0	28.9	32.5	0.0	27.5
LnGrp LOS	B	B	B	B	B	B	C		C	C		C
Approach Vol, veh/h		949			1062			371			128	
Approach Delay, s/veh		10.8			11.7			31.6			28.3	
Approach LOS		B			B			C			C	

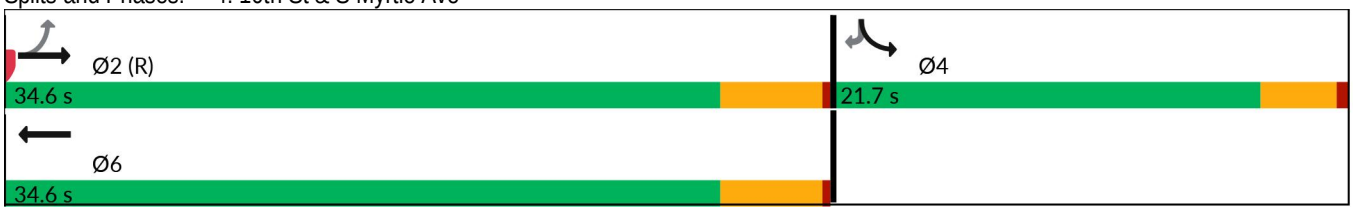
Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		57.7		26.5		57.7		26.5				
Change Period (Y+Rc), s		7.7		6.5		7.7		6.5				
Max Green Setting (Gmax), s		50.0		20.0		50.0		20.0				
Max Q Clear Time (g_c+I1), s		26.3		17.2		17.8		11.6				
Green Ext Time (p_c), s		10.2		0.7		9.7		0.3				

Intersection Summary												
HCM 7th Control Delay, s/veh			15.2									
HCM 7th LOS			B									

Lane Group	EBL	EBT	WBT	SBL	SBR
Lane Configurations					
Traffic Volume (vph)	26	208	192	108	40
Future Volume (vph)	26	208	192	108	40
Turn Type	Perm	NA	NA	Prot	Perm
Protected Phases		2	6	4	
Permitted Phases	2				4
Detector Phase	2	2	6	4	4
Switch Phase					
Minimum Initial (s)	10.0	10.0	10.0	6.0	6.0
Minimum Split (s)	22.6	22.6	22.6	21.7	21.7
Total Split (s)	34.6	34.6	34.6	21.7	21.7
Total Split (%)	61.5%	61.5%	61.5%	38.5%	38.5%
Yellow Time (s)	4.3	4.3	4.3	3.2	3.2
All-Red Time (s)	0.3	0.3	0.3	0.5	0.5
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.6	4.6	4.6	3.7	3.7
Lead/Lag					
Lead-Lag Optimize?					
Recall Mode	Max	Max	Max	Max	Max
Act Effct Green (s)	30.0	30.0	30.0	18.0	18.0
Actuated g/C Ratio	0.53	0.53	0.53	0.32	0.32
v/c Ratio	0.05	0.12	0.15	0.20	0.08
Control Delay (s/veh)	6.7	6.8	5.0	15.1	5.7
Queue Delay	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	6.7	6.8	5.0	15.1	5.7
LOS	A	A	A	B	A
Approach Delay (s/veh)		6.8	5.0	12.6	
Approach LOS		A	A	B	

Intersection Summary	
Cycle Length: 56.3	
Actuated Cycle Length: 56.3	
Offset: 0 (0%), Referenced to phase 2:EBTL, Start of Green	
Natural Cycle: 45	
Control Type: Pretimed	
Maximum v/c Ratio: 0.20	
Intersection Signal Delay (s/veh): 7.4	Intersection LOS: A
Intersection Capacity Utilization 33.7%	ICU Level of Service A
Analysis Period (min) 15	

Splits and Phases: 4: 10th St & S Myrtle Ave





Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	26	208	192	72	108	40
Future Volume (veh/h)	26	208	192	72	108	40
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No	No		No	
Adj Sat Flow, veh/h/ln	1811	1870	1900	1900	1900	1900
Adj Flow Rate, veh/h	28	224	206	77	116	43
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93
Percent Heavy Veh, %	6	2	0	0	0	0
Cap, veh/h	649	1894	1383	501	579	515
Arrive On Green	0.53	0.53	0.53	0.53	0.32	0.32
Sat Flow, veh/h	1061	3647	2691	940	1810	1610
Grp Volume(v), veh/h	28	224	141	142	116	43
Grp Sat Flow(s),veh/h/ln	1061	1777	1805	1731	1810	1610
Q Serve(g_s), s	0.8	1.8	2.2	2.3	2.6	1.1
Cycle Q Clear(g_c), s	3.1	1.8	2.2	2.3	2.6	1.1
Prop In Lane	1.00			0.54	1.00	1.00
Lane Grp Cap(c), veh/h	649	1894	962	922	579	515
V/C Ratio(X)	0.04	0.12	0.15	0.15	0.20	0.08
Avail Cap(c_a), veh/h	649	1894	962	922	579	515
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	7.5	6.6	6.7	6.7	13.9	13.4
Incr Delay (d2), s/veh	0.1	0.1	0.3	0.4	0.8	0.3
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	0.3	0.9	1.2	1.2	2.0	0.7
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	7.6	6.7	7.0	7.0	14.7	13.7
LnGrp LOS	A	A	A	A	B	B
Approach Vol, veh/h		252	283		159	
Approach Delay, s/veh		6.8	7.0		14.4	
Approach LOS		A	A		B	

Timer - Assigned Phs		2		4		6
Phs Duration (G+Y+Rc), s		34.6		21.7		34.6
Change Period (Y+Rc), s		4.6		3.7		4.6
Max Green Setting (Gmax), s		30.0		18.0		30.0
Max Q Clear Time (g_c+I1), s		5.1		4.6		4.3
Green Ext Time (p_c), s		1.4		0.3		1.5

Intersection Summary	
HCM 7th Control Delay, s/veh	8.6
HCM 7th LOS	A

Intersection	
Int Delay, s/veh	3.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	17	292	21	63	545	15	7	14	106	4	14	38
Future Vol, veh/h	17	292	21	63	545	15	7	14	106	4	14	38
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91	91	91	91	91	91
Heavy Vehicles, %	0	70	10	7	3	0	0	0	1	0	0	0
Mvmt Flow	19	321	23	69	599	16	8	15	116	4	15	42

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	615	0	0	344	0	0	1115	1124	332	1112	1127	607
Stage 1	-	-	-	-	-	-	370	370	-	746	746	-
Stage 2	-	-	-	-	-	-	745	754	-	366	381	-
Critical Hdwy	4.1	-	-	4.17	-	-	7.1	6.5	6.21	7.1	6.5	6.2
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Follow-up Hdwy	2.2	-	-	2.263	-	-	3.5	4	3.309	3.5	4	3.3
Pot Cap-1 Maneuver	974	-	-	1188	-	-	187	207	712	188	206	500
Stage 1	-	-	-	-	-	-	654	624	-	409	424	-
Stage 2	-	-	-	-	-	-	409	420	-	658	617	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	974	-	-	1188	-	-	141	184	712	129	183	500
Mov Cap-2 Maneuver	-	-	-	-	-	-	141	184	-	129	183	-
Stage 1	-	-	-	-	-	-	639	609	-	372	386	-
Stage 2	-	-	-	-	-	-	328	383	-	523	602	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	0.45	0.83	16.11	19.73
HCM LOS			C	C

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	462	91	-	-	181	-	-	306
HCM Lane V/C Ratio	0.302	0.019	-	-	0.058	-	-	0.201
HCM Ctrl Dly (s/v)	16.1	8.8	0	-	8.2	0	-	19.7
HCM Lane LOS	C	A	A	-	A	A	-	C
HCM 95th %tile Q(veh)	1.3	0.1	-	-	0.2	-	-	0.7

Intersection	
Int Delay, s/veh	2.8

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	4	108	244	29	104	236
Future Vol, veh/h	4	108	244	29	104	236
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	0	0	4	0	0	5
Mvmt Flow	4	114	257	31	109	248

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	739	272	0	0	287	0
Stage 1	272	-	-	-	-	-
Stage 2	467	-	-	-	-	-
Critical Hdwy	6.4	6.2	-	-	4.1	-
Critical Hdwy Stg 1	5.4	-	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	-	-	2.2	-
Pot Cap-1 Maneuver	387	771	-	-	1286	-
Stage 1	778	-	-	-	-	-
Stage 2	635	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	349	771	-	-	1286	-
Mov Cap-2 Maneuver	349	-	-	-	-	-
Stage 1	778	-	-	-	-	-
Stage 2	572	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	10.79	0	2.47
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	739	551	-
HCM Lane V/C Ratio	-	-	0.159	0.085	-
HCM Ctrl Dly (s/v)	-	-	10.8	8.1	0
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0.6	0.3	-

Intersection	
Int Delay, s/veh	5

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	71	105	165	39	101	139
Future Vol, veh/h	71	105	165	39	101	139
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	0	0	4	0	0	5
Mvmt Flow	75	111	174	41	106	146

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	553	194	0	0	215	0
Stage 1	194	-	-	-	-	-
Stage 2	359	-	-	-	-	-
Critical Hdwy	6.4	6.2	-	-	4.1	-
Critical Hdwy Stg 1	5.4	-	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	-	-	2.2	-
Pot Cap-1 Maneuver	497	852	-	-	1367	-
Stage 1	843	-	-	-	-	-
Stage 2	711	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	455	852	-	-	1367	-
Mov Cap-2 Maneuver	455	-	-	-	-	-
Stage 1	843	-	-	-	-	-
Stage 2	651	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	13.07	0	3.31
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	631	758	-
HCM Lane V/C Ratio	-	-	0.294	0.078	-
HCM Ctrl Dly (s/v)	-	-	13.1	7.9	0
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	1.2	0.3	-

Intersection	
Int Delay, s/veh	6.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	2	0	0	0	0	2
Future Vol, veh/h	2	0	0	0	0	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	0	0	0	0	0	0
Mvmt Flow	2	0	0	0	0	2

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	1	0	-	0	5	1
Stage 1	-	-	-	-	1	-
Stage 2	-	-	-	-	4	-
Critical Hdwy	4.1	-	-	-	6.4	6.2
Critical Hdwy Stg 1	-	-	-	-	5.4	-
Critical Hdwy Stg 2	-	-	-	-	5.4	-
Follow-up Hdwy	2.2	-	-	-	3.5	3.3
Pot Cap-1 Maneuver	1635	-	-	-	1022	1089
Stage 1	-	-	-	-	1027	-
Stage 2	-	-	-	-	1024	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1635	-	-	-	1020	1089
Mov Cap-2 Maneuver	-	-	-	-	1020	-
Stage 1	-	-	-	-	1026	-
Stage 2	-	-	-	-	1024	-

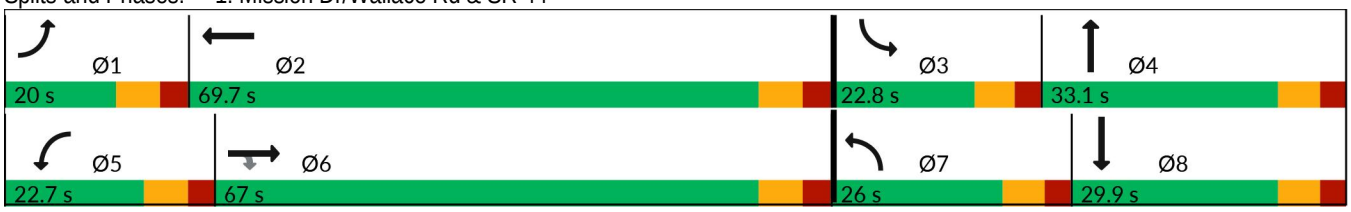
Approach	EB	WB	SB
HCM Ctrl Dly, s/v	7.2	0	8.31
HCM LOS			A

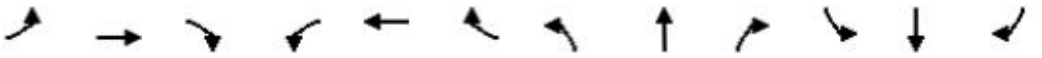
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1635	-	-	-	1089
HCM Lane V/C Ratio	0.001	-	-	-	0.002
HCM Ctrl Dly (s/v)	7.2	0	-	-	8.3
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0

Lane Group	EBL	EBT	EBR	WBL	WBT	NBL	NBT	SBL	SBT
Lane Configurations									
Traffic Volume (vph)	41	1082	207	56	866	297	119	135	180
Future Volume (vph)	41	1082	207	56	866	297	119	135	180
Turn Type	Prot	NA	Perm	Prot	NA	Prot	NA	Prot	NA
Protected Phases	1	6		5	2	7	4	3	8
Permitted Phases		6	6		2		4		8
Detector Phase	1	6	6	5	2	7	4	3	8
Switch Phase									
Minimum Initial (s)	7.0	17.0	17.0	7.0	17.0	7.0	7.0	7.0	7.0
Minimum Split (s)	14.9	25.9	25.9	14.6	25.9	25.4	25.4	14.3	25.4
Total Split (s)	20.0	67.0	67.0	22.7	69.7	26.0	33.1	22.8	29.9
Total Split (%)	13.7%	46.0%	46.0%	15.6%	47.9%	17.9%	22.7%	15.7%	20.5%
Yellow Time (s)	4.8	4.8	4.8	4.8	4.8	4.5	4.5	4.5	4.5
All-Red Time (s)	3.1	3.1	3.1	2.8	3.1	2.9	2.9	2.8	2.9
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.9	7.9	7.9	7.6	7.9	7.4	7.4	7.3	7.4
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lead	Lag	Lead	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min	Max	None	None	Max
Act Effct Green (s)	9.1	48.9	48.9	10.1	49.7	19.0	28.2	13.9	23.0
Actuated g/C Ratio	0.07	0.38	0.38	0.08	0.39	0.15	0.22	0.11	0.18
v/c Ratio	0.36	0.85	0.31	0.43	0.69	0.62	0.56	0.73	0.35
Control Delay (s/veh)	70.3	43.6	8.4	70.4	35.6	60.3	50.7	80.4	48.9
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	70.3	43.6	8.4	70.4	35.6	60.3	50.7	80.4	48.9
LOS	E	D	A	E	D	E	D	F	D
Approach Delay (s/veh)		38.9			37.7		56.4		61.2
Approach LOS		D			D		E		E

Intersection Summary	
Cycle Length: 145.6	
Actuated Cycle Length: 128.1	
Natural Cycle: 105	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.85	
Intersection Signal Delay (s/veh): 43.8	Intersection LOS: D
Intersection Capacity Utilization 79.9%	ICU Level of Service D
Analysis Period (min) 15	

Splits and Phases: 1: Mission Dr/Wallace Rd & SR 44





Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	41	1082	207	56	866	29	297	119	86	135	180	31
Future Volume (veh/h)	41	1082	207	56	866	29	297	119	86	135	180	31
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1767	1826	1826	1841	1841	1900	1826	1796	1781	1856	1841	1796
Adj Flow Rate, veh/h	42	1115	213	58	893	30	306	123	89	139	186	32
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	9	5	5	4	4	0	5	7	8	3	4	7
Cap, veh/h	72	1310	584	85	1315	44	504	230	166	165	541	91
Arrive On Green	0.04	0.38	0.38	0.05	0.38	0.38	0.15	0.24	0.24	0.09	0.18	0.18
Sat Flow, veh/h	1682	3469	1547	1753	3453	116	3374	969	701	1767	2992	506
Grp Volume(v), veh/h	42	1115	213	58	452	471	306	0	212	139	107	111
Grp Sat Flow(s),veh/h/ln	1682	1735	1547	1753	1749	1820	1687	0	1670	1767	1749	1750
Q Serve(g_s), s	3.0	36.7	12.4	4.1	26.9	26.9	10.6	0.0	13.8	9.6	6.7	6.9
Cycle Q Clear(g_c), s	3.0	36.7	12.4	4.1	26.9	26.9	10.6	0.0	13.8	9.6	6.7	6.9
Prop In Lane	1.00		1.00	1.00		0.06	1.00		0.42	1.00		0.29
Lane Grp Cap(c), veh/h	72	1310	584	85	666	693	504	0	396	165	316	316
V/C Ratio(X)	0.58	0.85	0.36	0.68	0.68	0.68	0.61	0.00	0.53	0.84	0.34	0.35
Avail Cap(c_a), veh/h	164	1647	735	213	868	904	504	0	396	220	316	316
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	58.5	35.5	27.9	58.3	32.2	32.2	49.5	0.0	41.5	55.5	44.5	44.6
Incr Delay (d2), s/veh	7.1	3.7	0.4	9.1	1.4	1.4	5.4	0.0	1.4	19.1	2.9	3.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	2.5	21.9	8.2	3.6	16.6	17.2	8.4	0.0	9.8	8.9	5.7	5.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	65.6	39.2	28.3	67.4	33.6	33.5	54.9	0.0	42.9	74.6	47.4	47.6
LnGrp LOS	E	D	C	E	C	C	D		D	E	D	D
Approach Vol, veh/h		1370			981			518			357	
Approach Delay, s/veh		38.3			35.6			50.0			58.1	
Approach LOS		D			D			D			E	

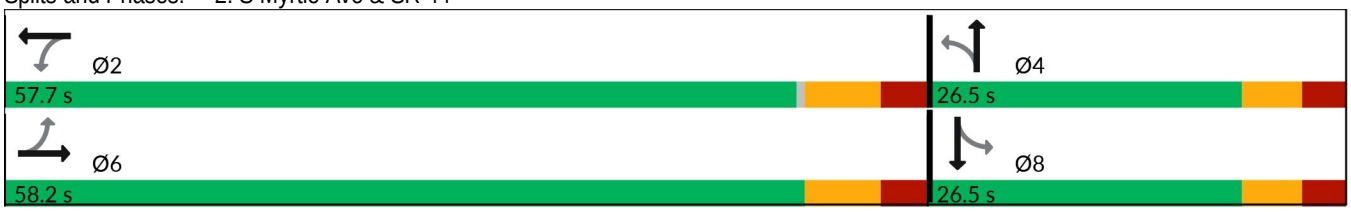
Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	13.3	55.3	18.9	37.0	13.7	54.9	26.0	29.9
Change Period (Y+Rc), s	7.9	7.9	7.3	7.4	7.6	7.9	7.4	7.4
Max Green Setting (Gmax), s	12.1	61.8	15.5	25.7	15.1	59.1	18.6	22.5
Max Q Clear Time (g_c+I1), s	5.0	28.9	11.6	15.8	6.1	38.7	12.6	8.9
Green Ext Time (p_c), s	0.0	6.0	0.1	0.8	0.1	8.3	0.6	0.9

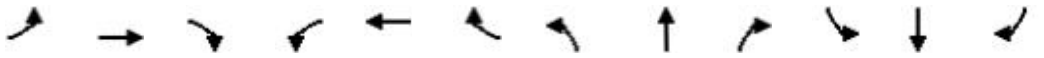
Intersection Summary	
HCM 7th Control Delay, s/veh	41.5
HCM 7th LOS	D

Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Lane Configurations								
Traffic Volume (vph)	47	941	150	610	70	43	17	109
Future Volume (vph)	47	941	150	610	70	43	17	109
Turn Type	Perm	NA	Perm	NA	Perm	NA	Perm	NA
Protected Phases		6		2		4		8
Permitted Phases	6		2		4		8	
Detector Phase	6	6	2	2	4	4	8	8
Switch Phase								
Minimum Initial (s)	17.0	17.0	17.0	17.0	6.0	6.0	6.0	6.0
Minimum Split (s)	25.7	25.7	25.7	25.7	24.5	24.5	24.5	24.5
Total Split (s)	58.2	58.2	57.7	57.7	26.5	26.5	26.5	26.5
Total Split (%)	68.7%	68.7%	68.1%	68.1%	31.3%	31.3%	31.3%	31.3%
Yellow Time (s)	4.8	4.8	4.8	4.8	3.7	3.7	3.7	3.7
All-Red Time (s)	2.9	2.9	2.9	2.9	2.8	2.8	2.8	2.8
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.7	7.7	7.7	7.7	6.5	6.5	6.5	6.5
Lead/Lag								
Lead-Lag Optimize?								
Recall Mode	Max	Max	Max	Max	None	None	Max	Max
Act Effct Green (s)	50.5	50.5	50.5	50.5	20.0	20.0	20.0	20.0
Actuated g/C Ratio	0.60	0.60	0.60	0.60	0.24	0.24	0.24	0.24
v/c Ratio	0.15	0.65	0.96	0.37	0.35	0.48	0.09	0.38
Control Delay (s/veh)	8.8	12.9	79.3	9.3	31.9	20.2	26.7	27.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	8.8	12.9	79.3	9.3	31.9	20.2	26.7	27.5
LOS	A	B	E	A	C	C	C	C
Approach Delay (s/veh)		12.7		22.6		23.4		27.4
Approach LOS		B		C		C		C

Intersection Summary	
Cycle Length: 84.7	
Actuated Cycle Length: 84.7	
Natural Cycle: 90	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.96	
Intersection Signal Delay (s/veh): 18.3	Intersection LOS: B
Intersection Capacity Utilization 83.8%	ICU Level of Service E
Analysis Period (min) 15	

Splits and Phases: 2: S Myrtle Ave & SR 44





Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	47	941	122	150	610	32	70	43	143	17	109	30
Future Volume (veh/h)	47	941	122	150	610	32	70	43	143	17	109	30
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1781	1648	1885	1856	1900	1574	1856	1885	1737	1885	1900
Adj Flow Rate, veh/h	56	1120	145	179	726	38	83	51	170	20	130	36
Peak Hour Factor	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84
Percent Heavy Veh, %	2	8	17	1	3	0	22	3	1	11	1	0
Cap, veh/h	427	1797	232	243	2032	106	248	89	296	210	336	93
Arrive On Green	0.60	0.60	0.60	0.60	0.60	0.60	0.24	0.24	0.24	0.24	0.24	0.24
Sat Flow, veh/h	703	3014	389	442	3408	178	1026	376	1254	1077	1421	393
Grp Volume(v), veh/h	56	628	637	179	375	389	83	0	221	20	0	166
Grp Sat Flow(s),veh/h/ln	703	1692	1711	442	1763	1823	1026	0	1630	1077	0	1814
Q Serve(g_s), s	3.8	20.2	20.3	30.2	9.3	9.3	6.3	0.0	10.1	1.4	0.0	6.5
Cycle Q Clear(g_c), s	13.0	20.2	20.3	50.5	9.3	9.3	12.8	0.0	10.1	11.6	0.0	6.5
Prop In Lane	1.00		0.23	1.00		0.10	1.00		0.77	1.00		0.22
Lane Grp Cap(c), veh/h	427	1009	1020	243	1051	1087	248	0	385	210	0	428
V/C Ratio(X)	0.13	0.62	0.62	0.74	0.36	0.36	0.33	0.00	0.57	0.10	0.00	0.39
Avail Cap(c_a), veh/h	427	1009	1020	243	1051	1087	248	0	385	210	0	428
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	12.1	11.0	11.0	29.1	8.8	8.8	32.6	0.0	28.6	33.7	0.0	27.2
Incr Delay (d2), s/veh	0.6	2.9	2.9	18.1	0.9	0.9	1.1	0.0	2.6	0.9	0.0	2.6
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	1.1	11.0	11.1	8.4	5.8	6.0	2.9	0.0	7.4	0.8	0.0	5.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	12.8	13.9	13.9	47.2	9.7	9.7	33.7	0.0	31.1	34.6	0.0	29.8
LnGrp LOS	B	B	B	D	A	A	C		C	C		C
Approach Vol, veh/h		1321			943			304			186	
Approach Delay, s/veh		13.8			16.8			31.8			30.3	
Approach LOS		B			B			C			C	

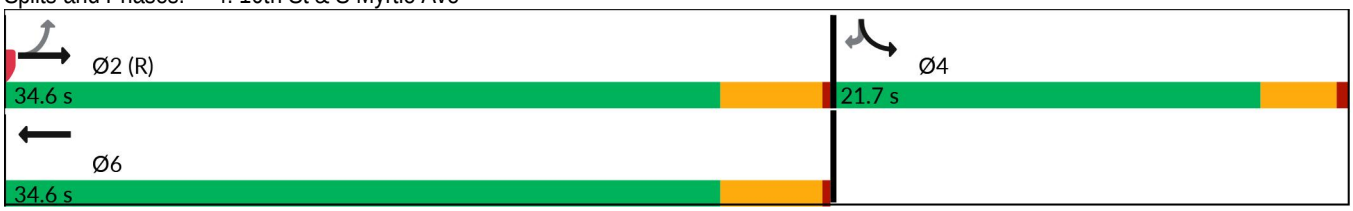
Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		58.2		26.5		58.2		26.5				
Change Period (Y+Rc), s		7.7		6.5		7.7		6.5				
Max Green Setting (Gmax), s		50.0		20.0		50.5		20.0				
Max Q Clear Time (g_c+I1), s		52.5		14.8		22.3		13.6				
Green Ext Time (p_c), s		0.0		1.0		14.0		0.5				

Intersection Summary												
HCM 7th Control Delay, s/veh			18.0									
HCM 7th LOS			B									

Lane Group	EBL	EBT	WBT	SBL	SBR
Lane Configurations					
Traffic Volume (vph)	87	185	245	60	193
Future Volume (vph)	87	185	245	60	193
Turn Type	Perm	NA	NA	Prot	Perm
Protected Phases		2	6	4	
Permitted Phases	2				4
Detector Phase	2	2	6	4	4
Switch Phase					
Minimum Initial (s)	10.0	10.0	10.0	6.0	6.0
Minimum Split (s)	22.6	22.6	22.6	21.7	21.7
Total Split (s)	34.6	34.6	34.6	21.7	21.7
Total Split (%)	61.5%	61.5%	61.5%	38.5%	38.5%
Yellow Time (s)	4.3	4.3	4.3	3.2	3.2
All-Red Time (s)	0.3	0.3	0.3	0.5	0.5
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.6	4.6	4.6	3.7	3.7
Lead/Lag					
Lead-Lag Optimize?					
Recall Mode	Max	Max	Max	Max	Max
Act Effct Green (s)	30.0	30.0	30.0	18.0	18.0
Actuated g/C Ratio	0.53	0.53	0.53	0.32	0.32
v/c Ratio	0.22	0.13	0.22	0.14	0.37
Control Delay (s/veh)	8.4	6.8	5.5	14.5	4.2
Queue Delay	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	8.4	6.8	5.5	14.5	4.2
LOS	A	A	A	B	A
Approach Delay (s/veh)		7.3	5.5	6.6	
Approach LOS		A	A	A	

Intersection Summary	
Cycle Length: 56.3	
Actuated Cycle Length: 56.3	
Offset: 0 (0%), Referenced to phase 2:EBTL, Start of Green	
Natural Cycle: 45	
Control Type: Pretimed	
Maximum v/c Ratio: 0.37	
Intersection Signal Delay (s/veh): 6.4	Intersection LOS: A
Intersection Capacity Utilization 33.6%	ICU Level of Service A
Analysis Period (min) 15	

Splits and Phases: 4: 10th St & S Myrtle Ave





Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	87	185	245	79	60	193
Future Volume (veh/h)	87	185	245	79	60	193
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No	No		No	
Adj Sat Flow, veh/h/ln	1885	1856	1885	1900	1900	1885
Adj Flow Rate, veh/h	113	240	318	103	78	251
Peak Hour Factor	0.77	0.77	0.77	0.77	0.77	0.77
Percent Heavy Veh, %	1	3	1	0	0	1
Cap, veh/h	584	1879	1424	453	579	511
Arrive On Green	0.53	0.53	0.53	0.53	0.32	0.32
Sat Flow, veh/h	974	3618	2767	850	1810	1598
Grp Volume(v), veh/h	113	240	211	210	78	251
Grp Sat Flow(s),veh/h/ln	974	1763	1791	1732	1810	1598
Q Serve(g_s), s	3.9	1.9	3.5	3.6	1.7	7.1
Cycle Q Clear(g_c), s	7.6	1.9	3.5	3.6	1.7	7.1
Prop In Lane	1.00			0.49	1.00	1.00
Lane Grp Cap(c), veh/h	584	1879	954	923	579	511
V/C Ratio(X)	0.19	0.13	0.22	0.23	0.13	0.49
Avail Cap(c_a), veh/h	584	1879	954	923	579	511
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	9.0	6.6	7.0	7.0	13.6	15.5
Incr Delay (d2), s/veh	0.7	0.1	0.5	0.6	0.5	3.4
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	1.3	0.9	1.9	1.9	1.3	5.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	9.7	6.7	7.5	7.6	14.1	18.8
LnGrp LOS	A	A	A	A	B	B
Approach Vol, veh/h		353	421		329	
Approach Delay, s/veh		7.7	7.5		17.7	
Approach LOS		A	A		B	

Timer - Assigned Phs		2		4		6
Phs Duration (G+Y+Rc), s		34.6		21.7		34.6
Change Period (Y+Rc), s		4.6		3.7		4.6
Max Green Setting (Gmax), s		30.0		18.0		30.0
Max Q Clear Time (g_c+I1), s		9.6		9.1		5.6
Green Ext Time (p_c), s		1.8		0.7		2.3

Intersection Summary	
HCM 7th Control Delay, s/veh	10.6
HCM 7th LOS	B

Intersection	
Int Delay, s/veh	4.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	32	329	29	105	323	6	4	23	61	4	28	37
Future Vol, veh/h	32	329	29	105	323	6	4	23	61	4	28	37
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	3	6	7	1	3	0	0	0	4	0	0	3
Mvmt Flow	35	358	32	114	351	7	4	25	66	4	30	40

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	358	0	0	389	0	0	1038	1029	373	1022	1041	354
Stage 1	-	-	-	-	-	-	443	443	-	583	583	-
Stage 2	-	-	-	-	-	-	595	586	-	440	459	-
Critical Hdwy	4.13	-	-	4.11	-	-	7.1	6.5	6.24	7.1	6.5	6.23
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Follow-up Hdwy	2.227	-	-	2.209	-	-	3.5	4	3.336	3.5	4	3.327
Pot Cap-1 Maneuver	1196	-	-	1175	-	-	211	236	668	216	232	687
Stage 1	-	-	-	-	-	-	598	579	-	502	502	-
Stage 2	-	-	-	-	-	-	495	500	-	600	570	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1196	-	-	1175	-	-	145	199	668	147	196	687
Mov Cap-2 Maneuver	-	-	-	-	-	-	145	199	-	147	196	-
Stage 1	-	-	-	-	-	-	575	558	-	441	441	-
Stage 2	-	-	-	-	-	-	381	440	-	497	549	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	0.66	2.03	17.82	20.4
HCM LOS			C	C

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	376	145	-	-	434	-	-	308
HCM Lane V/C Ratio	0.254	0.029	-	-	0.097	-	-	0.243
HCM Ctrl Dly (s/v)	17.8	8.1	0	-	8.4	0	-	20.4
HCM Lane LOS	C	A	A	-	A	A	-	C
HCM 95th %tile Q(veh)	1	0.1	-	-	0.3	-	-	0.9

Intersection	
Int Delay, s/veh	1.6

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	4	52	206	21	65	312
Future Vol, veh/h	4	52	206	21	65	312
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	0	0	5	0	0	5
Mvmt Flow	4	55	217	22	68	328

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	693	228	0	0	239	0
Stage 1	228	-	-	-	-	-
Stage 2	465	-	-	-	-	-
Critical Hdwy	6.4	6.2	-	-	4.1	-
Critical Hdwy Stg 1	5.4	-	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	-	-	2.2	-
Pot Cap-1 Maneuver	412	816	-	-	1340	-
Stage 1	815	-	-	-	-	-
Stage 2	636	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	387	816	-	-	1340	-
Mov Cap-2 Maneuver	387	-	-	-	-	-
Stage 1	815	-	-	-	-	-
Stage 2	597	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	10.16	0	1.35
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	756	310	-
HCM Lane V/C Ratio	-	-	0.078	0.051	-
HCM Ctrl Dly (s/v)	-	-	10.2	7.8	0
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0.3	0.2	-

Intersection	
Int Delay, s/veh	2.4

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	31	51	174	27	63	253
Future Vol, veh/h	31	51	174	27	63	253
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	0	0	0	0	0	0
Mvmt Flow	33	54	183	28	66	266

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	596	197	0	0	212	0
Stage 1	197	-	-	-	-	-
Stage 2	399	-	-	-	-	-
Critical Hdwy	6.4	6.2	-	-	4.1	-
Critical Hdwy Stg 1	5.4	-	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	-	-	2.2	-
Pot Cap-1 Maneuver	470	849	-	-	1371	-
Stage 1	841	-	-	-	-	-
Stage 2	682	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	443	849	-	-	1371	-
Mov Cap-2 Maneuver	443	-	-	-	-	-
Stage 1	841	-	-	-	-	-
Stage 2	643	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	11.61	0	1.55
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	630	359	-
HCM Lane V/C Ratio	-	-	0.137	0.048	-
HCM Ctrl Dly (s/v)	-	-	11.6	7.8	0
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0.5	0.2	-

Intersection	
Int Delay, s/veh	1.4

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	1	0	9	0	0	1
Future Vol, veh/h	1	0	9	0	0	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	0	0	0	0	0	0
Mvmt Flow	1	0	9	0	0	1

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	9	0	-	0	12	9
Stage 1	-	-	-	-	9	-
Stage 2	-	-	-	-	2	-
Critical Hdwy	4.1	-	-	-	6.4	6.2
Critical Hdwy Stg 1	-	-	-	-	5.4	-
Critical Hdwy Stg 2	-	-	-	-	5.4	-
Follow-up Hdwy	2.2	-	-	-	3.5	3.3
Pot Cap-1 Maneuver	1623	-	-	-	1013	1078
Stage 1	-	-	-	-	1019	-
Stage 2	-	-	-	-	1026	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1623	-	-	-	1013	1078
Mov Cap-2 Maneuver	-	-	-	-	1013	-
Stage 1	-	-	-	-	1018	-
Stage 2	-	-	-	-	1026	-

Approach	EB	WB	SB
HCM Ctrl Dly, s/v	7.22	0	8.34
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1623	-	-	-	1078
HCM Lane V/C Ratio	0.001	-	-	-	0.001
HCM Ctrl Dly (s/v)	7.2	0	-	-	8.3
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0

Sim Traffic Reports for Intersection #3 at Myrtle & Endsley

APPENDIX H
Growth Trends

Historical Trends Analysis

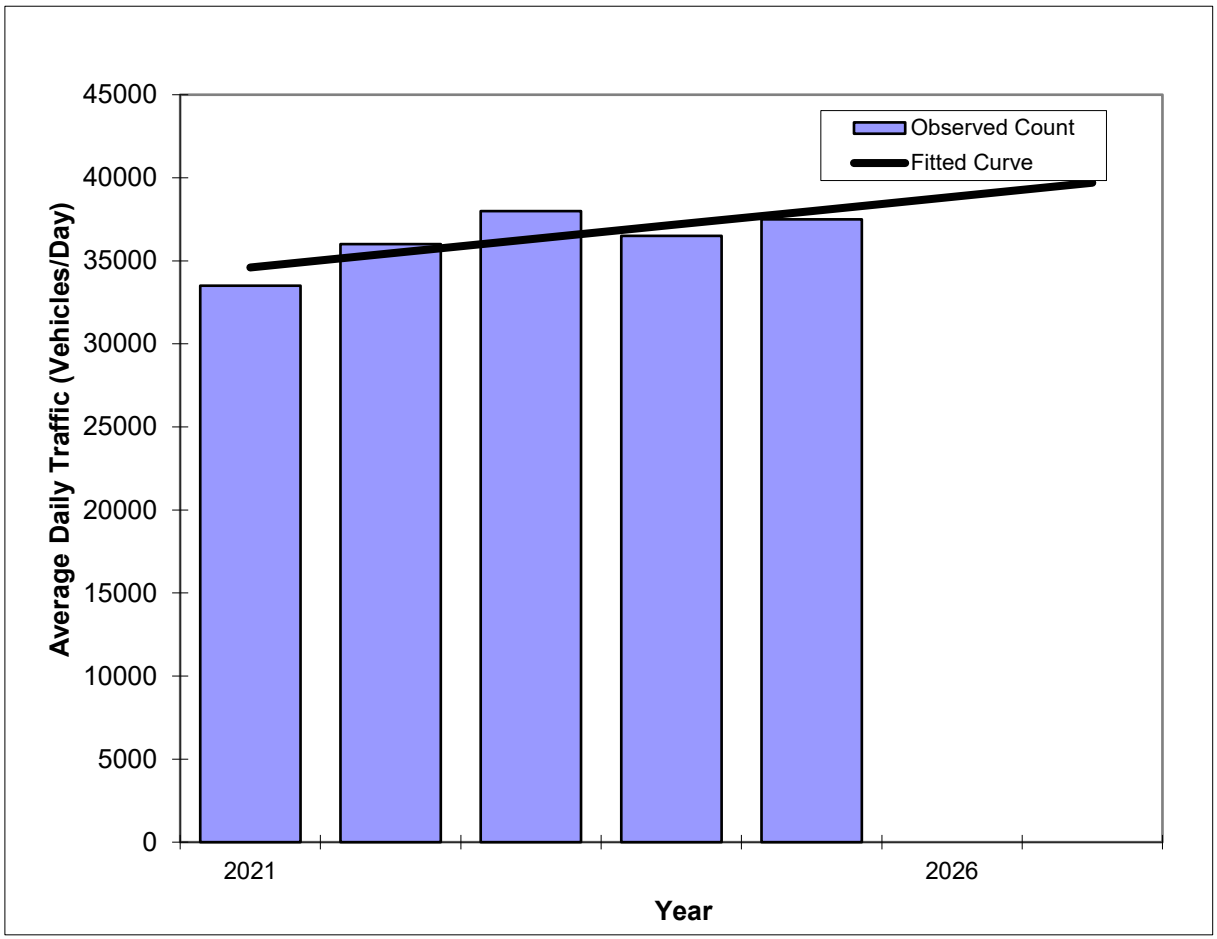
FDOT Site	Location	Years of Historical AADT	Historic Trend Analysis		
			Type	R Square	Annual Growth Rate
#790515	ON SR-44, 0.408 MI. E OF I-95 (UCLP) HPMS '18	2021 to 2025	Linear	58.74%	2.46%
			Exponential	59.13%	2.42%
			Decaying Exponential	75.31%	2.72%
#790514	ON SR-44, 0.5 MI. W OF SR-5 OVERPASS	2021 to 2025	Linear	45.01%	3.62%
			Exponential	45.96%	3.57%
			Decaying Exponential	65.32%	4.22%
#798153	JOSEPHINE/10TH ST, E OF OLD MISSION RD - OF	2021 to 2025	Linear	23.27%	-3.98%
			Exponential	19.81%	-3.67%
			Decaying Exponential	43.08%	-5.64%

Traffic Trends - V2023

-- ON SR-44, 0.408 MI. E OF I-95 (UCLP) HPMS '18

FM #	**1234**
Location	**1**

County:	Volusia (79)
Station #:	790515
Roadway:	



Year	Traffic (ADT/AADT) Count*	Trend
2021	33,500	34,600
2022	36,000	35,450
2023	38,000	36,300
2024	36,500	37,150
2025	37,500	38,000
2027 Opening Year Trend		
2027	N/A	39,700
2027 Interim Year Trend		
2027	N/A	39,700
2027 Design Year Trend		
2027	N/A	39,700
Travel Demand Forecasts/Trends		

*Axle-Adjusted

Annual Trend Increase:	850
Trend R-squared:	58.74%
Trend Annual Historic Growth Rate:	2.46%
Trend Growth Rate (2025 to Design Year)	2.24%
Printed:	6/24/2026

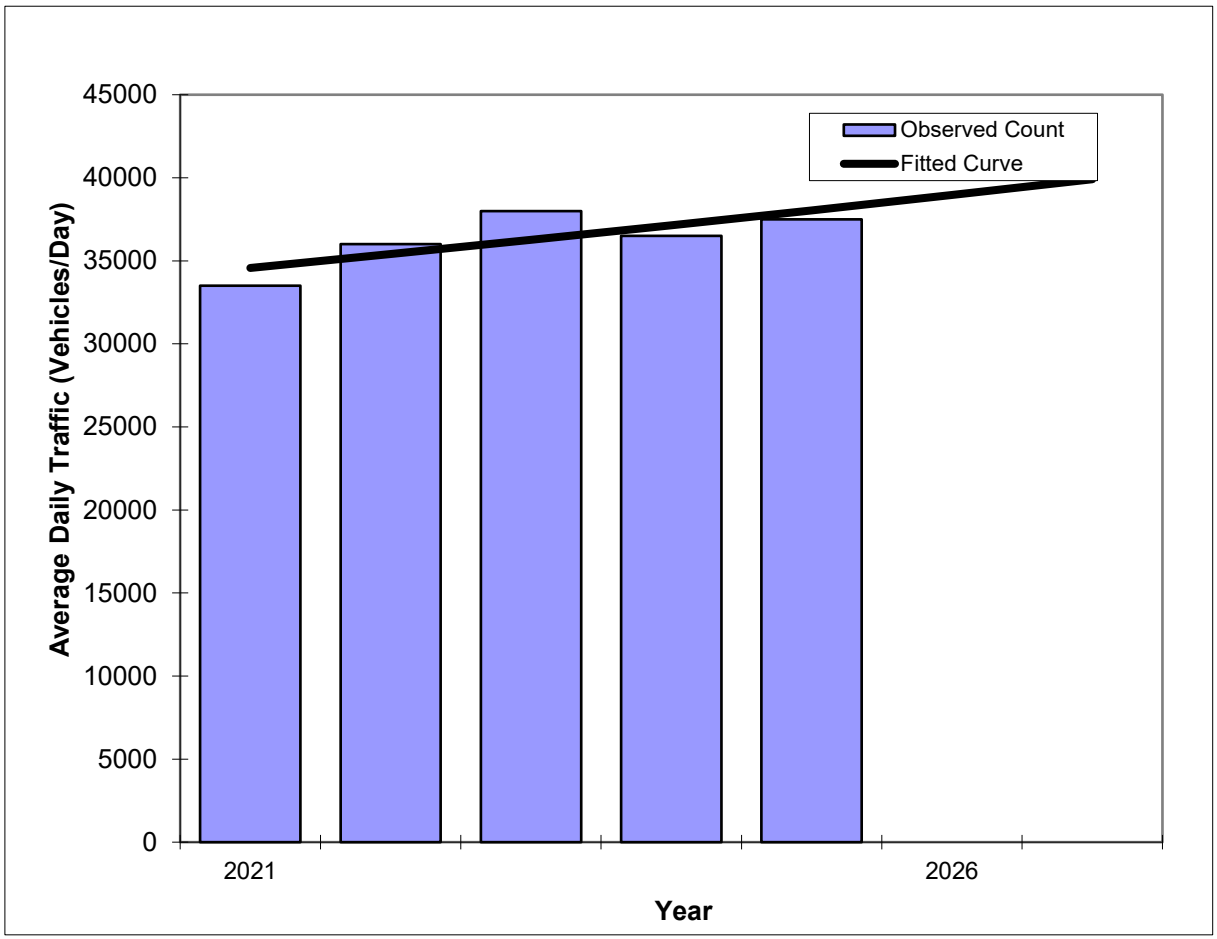
Linear Growth Option

Traffic Trends - V2023

-- ON SR-44, 0.408 MI. E OF I-95 (UCLP) HPMS '18

FM #	**1234**
Location	**1**

County:	Volusia (79)
Station #:	790515
Roadway:	



Year	Traffic (ADT/AADT) Count*	Trend
2021	33,500	34,570
2022	36,000	35,410
2023	38,000	36,270
2024	36,500	37,140
2025	37,500	38,040
2027 Opening Year Trend		
2027	N/A	39,910
2027 Interim Year Trend		
2027	N/A	39,910
2027 Design Year Trend		
2027	N/A	39,910
Travel Demand Forecasts/Trends		

*Axle-Adjusted

Trend R-squared:	59.13%
Compounded Annual Historic Growth Rate:	2.42%
Compounded Growth Rate (2025 to Design Year)	2.43%
Printed:	6/24/2026

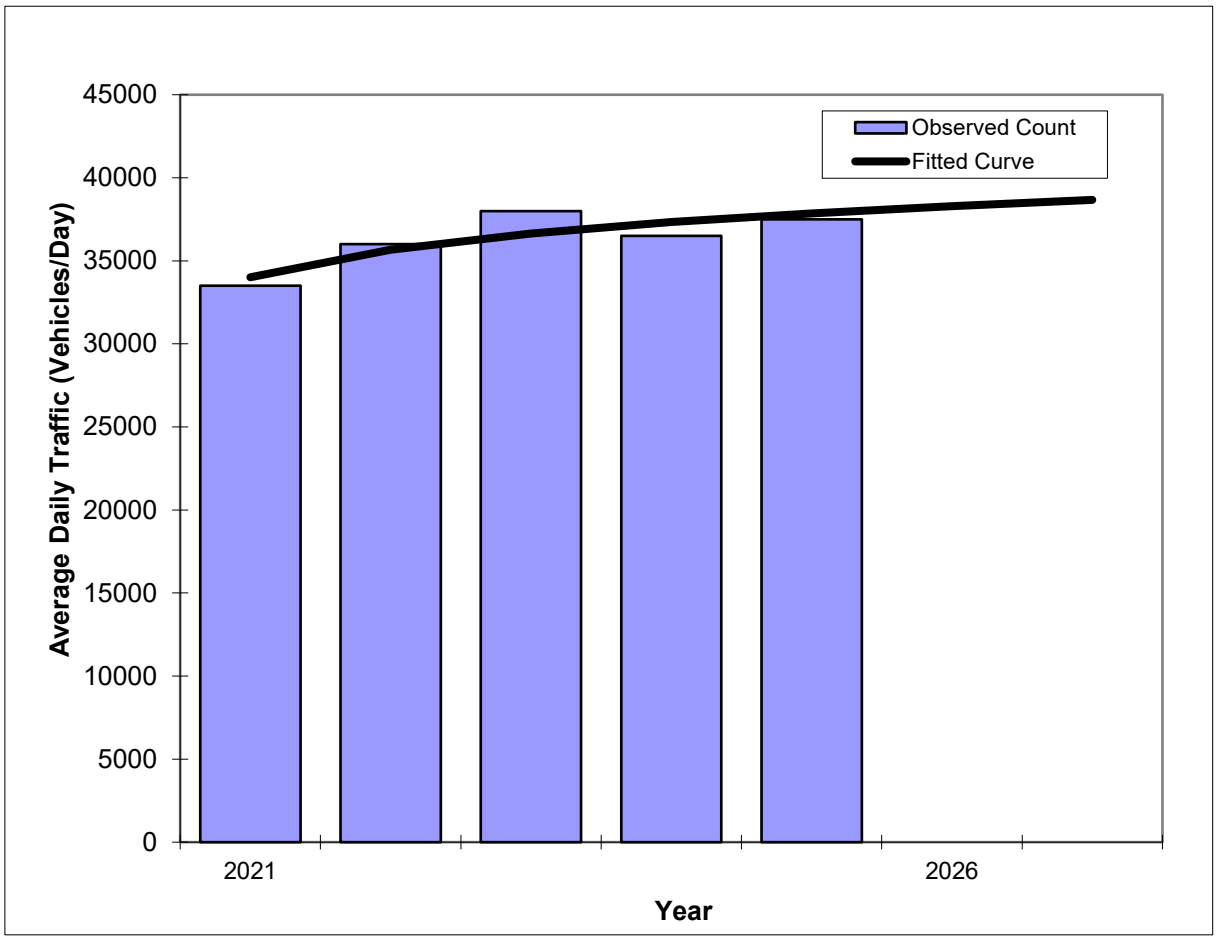
Exponential Growth Option

Traffic Trends - V2023

-- ON SR-44, 0.408 MI. E OF I-95 (UCLP) HPMS '18

FM #	**1234**
Location	**1**

County:	Volusia (79)
Station #:	790515
Roadway:	



Year	Traffic (ADT/AADT) Count*	Trend
2021	33,500	34,010
2022	36,000	35,670
2023	38,000	36,640
2024	36,500	37,330
2025	37,500	37,860
2027 Opening Year Trend		
2027	N/A	38,670
2027 Interim Year Trend		
2027	N/A	38,670
2027 Design Year Trend		
2027	N/A	38,670
Travel Demand Forecasts/Trends		

*Axle-Adjusted

Trend R-squared:	75.31%
Compounded Annual Historic Growth Rate:	2.72%
Compounded Growth Rate (2025 to Design Year)	1.06%
Printed:	6/24/2026

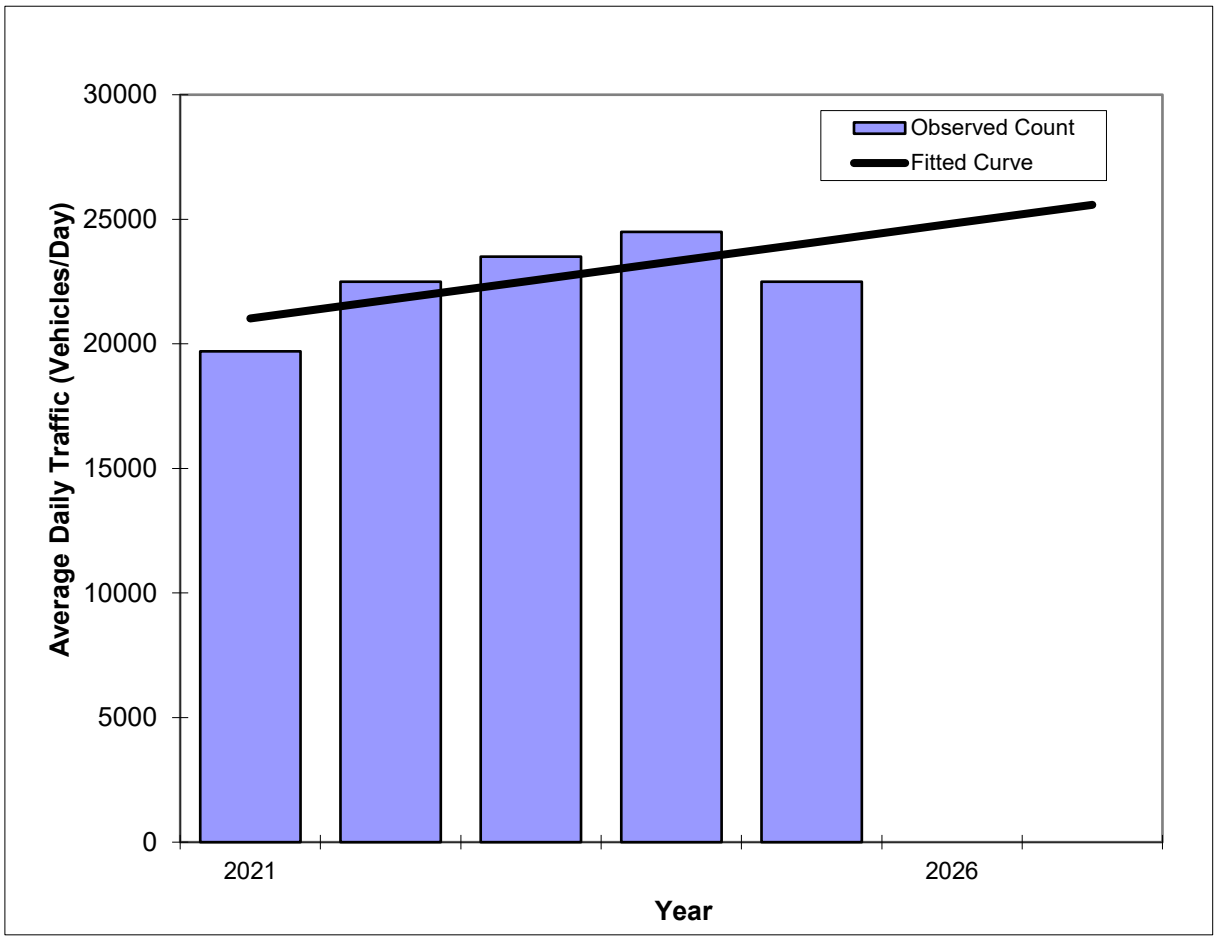
Decaying Exponential Growth Option

Traffic Trends - V2023

-- ON SR-44, 0.5 MI. W OF SR-5 OVERPASS

FM #	**1234**
Location	**1**

County:	Volusia (79)
Station #:	790514
Roadway:	



Annual Trend Increase:	760
Trend R-squared:	45.01%
Trend Annual Historic Growth Rate:	3.62%
Trend Growth Rate (2025 to Design Year)	3.16%
Printed:	6/24/2026

Linear Growth Option

Year	Traffic (ADT/AADT) Count*	Trend
2021	19,700	21,020
2022	22,500	21,780
2023	23,500	22,540
2024	24,500	23,300
2025	22,500	24,060
2027 Opening Year Trend		
2027	N/A	25,580
2027 Interim Year Trend		
2027	N/A	25,580
2027 Design Year Trend		
2027	N/A	25,580
Travel Demand Forecasts/Trends		

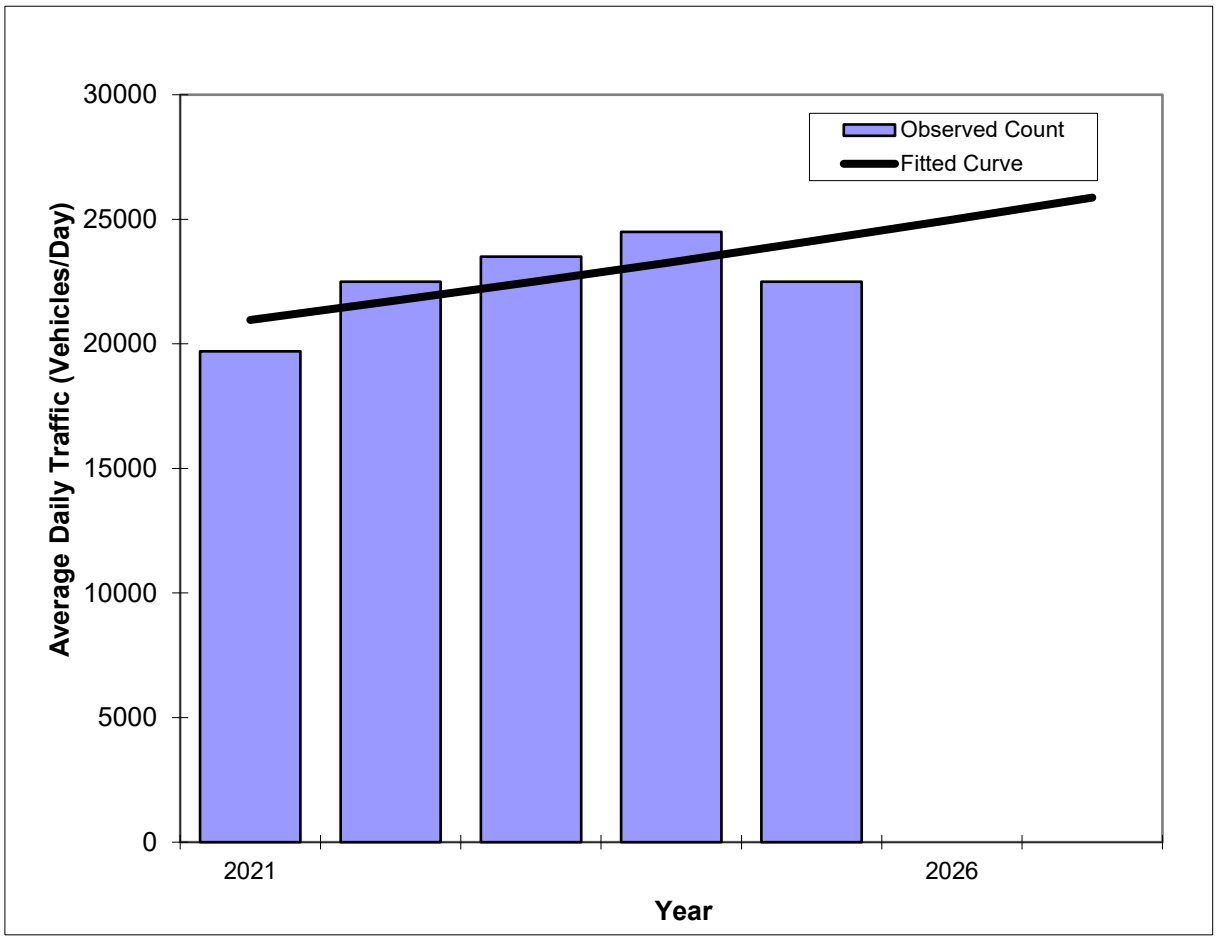
***Axle-Adjusted**

Traffic Trends - V2023

-- ON SR-44, 0.5 MI. W OF SR-5 OVERPASS

FM #	**1234**
Location	**1**

County:	Volusia (79)
Station #:	790514
Roadway:	



Year	Traffic (ADT/AADT) Count*	Trend
2021	19,700	20,960
2022	22,500	21,710
2023	23,500	22,480
2024	24,500	23,280
2025	22,500	24,120
2027 Opening Year Trend		
2027	N/A	25,870
2027 Interim Year Trend		
2027	N/A	25,870
2027 Design Year Trend		
2027	N/A	25,870
Travel Demand Forecasts/Trends		

*Axle-Adjusted

Trend R-squared:	45.96%
Compounded Annual Historic Growth Rate:	3.57%
Compounded Growth Rate (2025 to Design Year)	3.56%
Printed:	6/24/2026

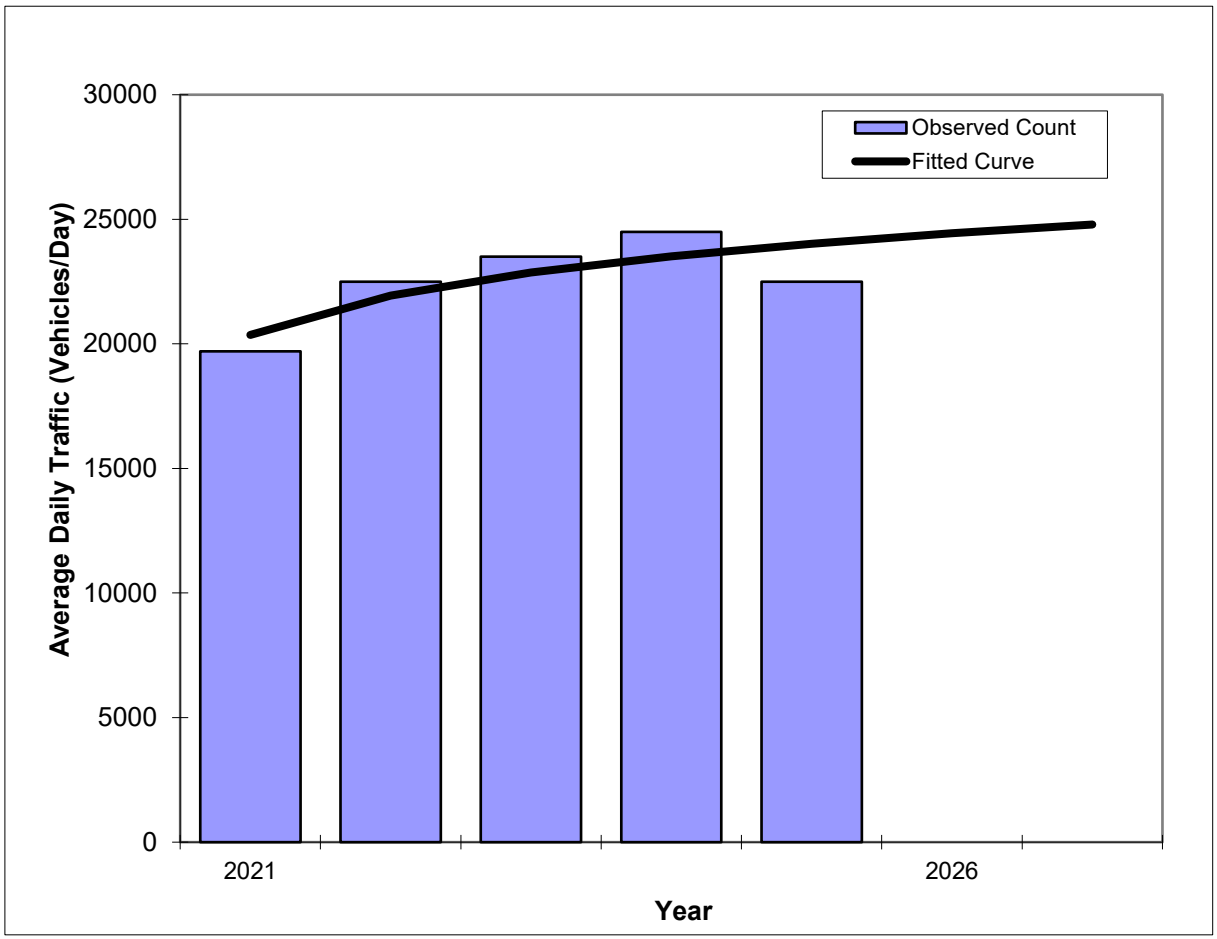
Exponential Growth Option

Traffic Trends - V2023

-- ON SR-44, 0.5 MI. W OF SR-5 OVERPASS

FM #	**1234**
Location	**1**

County:	Volusia (79)
Station #:	790514
Roadway:	



Year	Traffic (ADT/AADT) Count*	Trend
2021	19,700	20,360
2022	22,500	21,940
2023	23,500	22,860
2024	24,500	23,520
2025	22,500	24,020
2027 Opening Year Trend		
2027	N/A	24,790
2027 Interim Year Trend		
2027	N/A	24,790
2027 Design Year Trend		
2027	N/A	24,790
Travel Demand Forecasts/Trends		

*Axle-Adjusted

Trend R-squared:	65.32%
Compounded Annual Historic Growth Rate:	4.22%
Compounded Growth Rate (2025 to Design Year)	1.59%
Printed:	6/24/2026

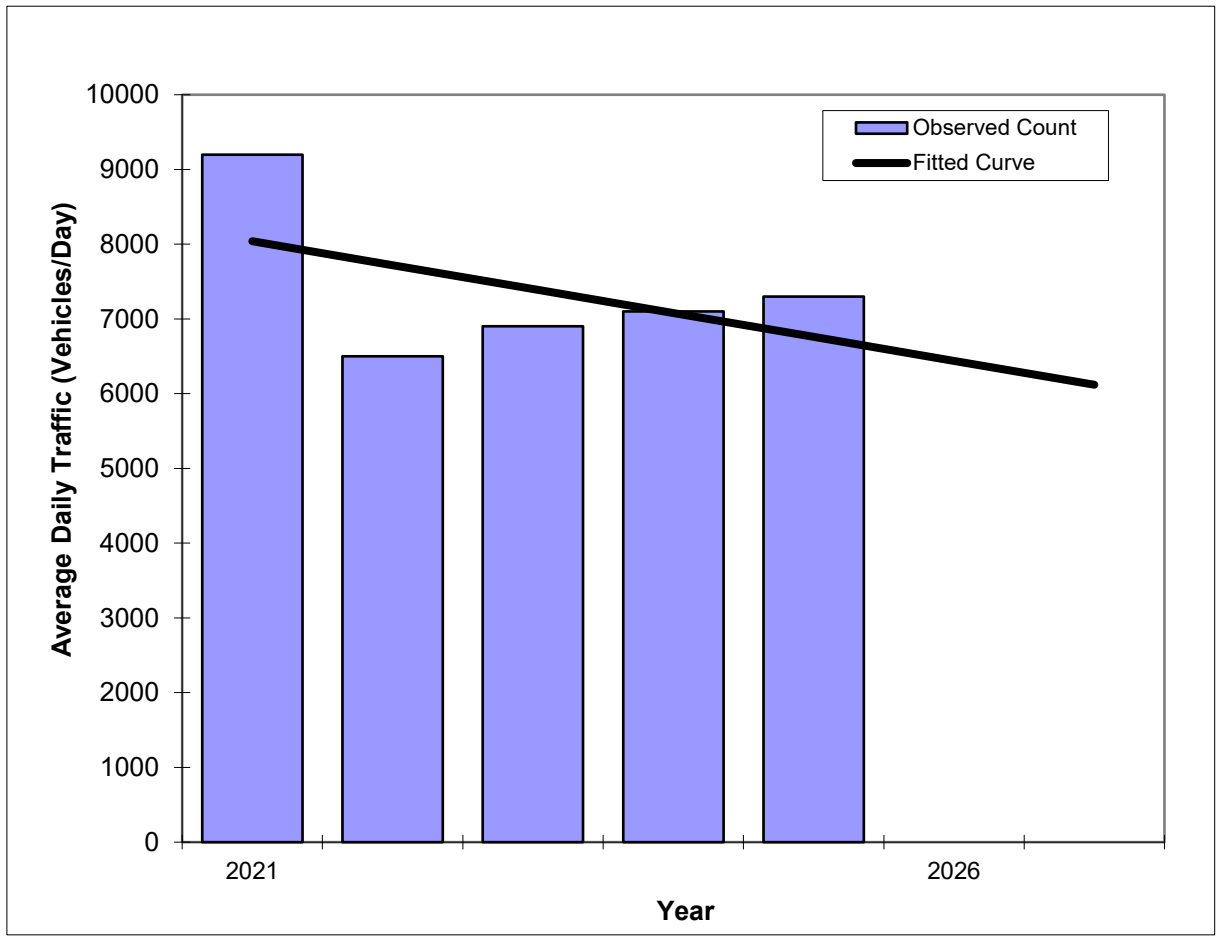
Decaying Exponential Growth Option

Traffic Trends - V2023

-- JOSEPHINE/10TH ST, E OF OLD MISSION RD - OFF SYSTEM

FM #	**1234**
Location	**1**

County:	Volusia (79)
Station #:	798153
Roadway:	



Year	Traffic (ADT/AADT) Count*	Trend
2021	9,200	8,040
2022	6,500	7,720
2023	6,900	7,400
2024	7,100	7,080
2025	7,300	6,760
2027 Opening Year Trend		
2027	N/A	6,120
2027 Interim Year Trend		
2027	N/A	6,120
2027 Design Year Trend		
2027	N/A	6,120
Travel Demand Forecasts/Trends		

Annual Trend Decrease:	320
Trend R-squared:	23.27%
Trend Annual Historic Growth Rate:	-3.98%
Trend Growth Rate (2025 to Design Year)	-4.73%
Printed:	6/24/2026

Linear Growth Option

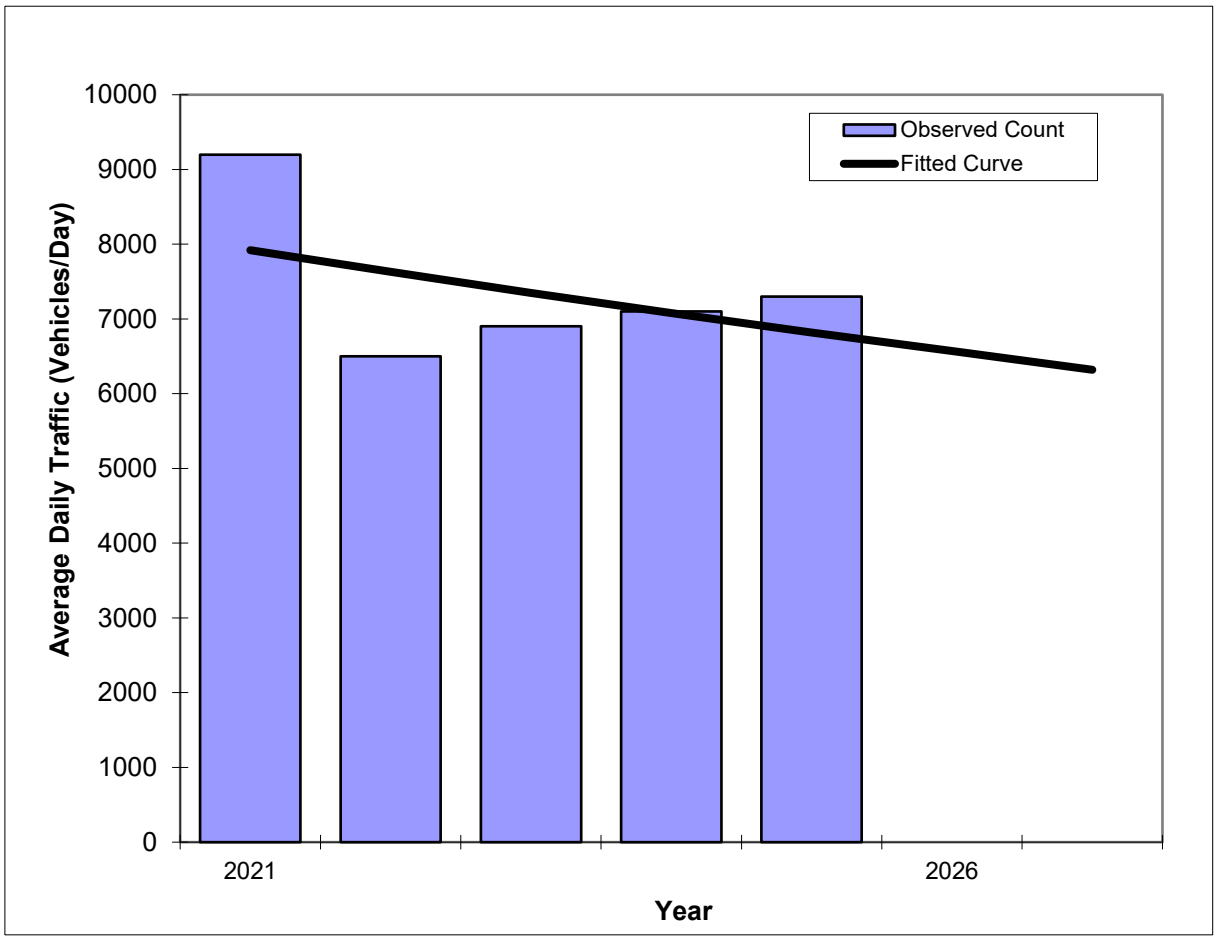
***Axle-Adjusted**

Traffic Trends - V2023

-- JOSEPHINE/10TH ST, E OF OLD MISSION RD - OFF SYSTEM

FM #	**1234**
Location	**1**

County:	Volusia (79)
Station #:	798153
Roadway:	



Year	Traffic (ADT/AADT) Count*	Trend
2021	9,200	7,920
2022	6,500	7,630
2023	6,900	7,350
2024	7,100	7,080
2025	7,300	6,820
2027 Opening Year Trend		
2027	N/A	6,320
2027 Interim Year Trend		
2027	N/A	6,320
2027 Design Year Trend		
2027	N/A	6,320
Travel Demand Forecasts/Trends		

Trend R-squared:	19.81%
Compounded Annual Historic Growth Rate:	-3.67%
Compounded Growth Rate (2025 to Design Year)	-3.74%
Printed:	6/24/2026

Exponential Growth Option

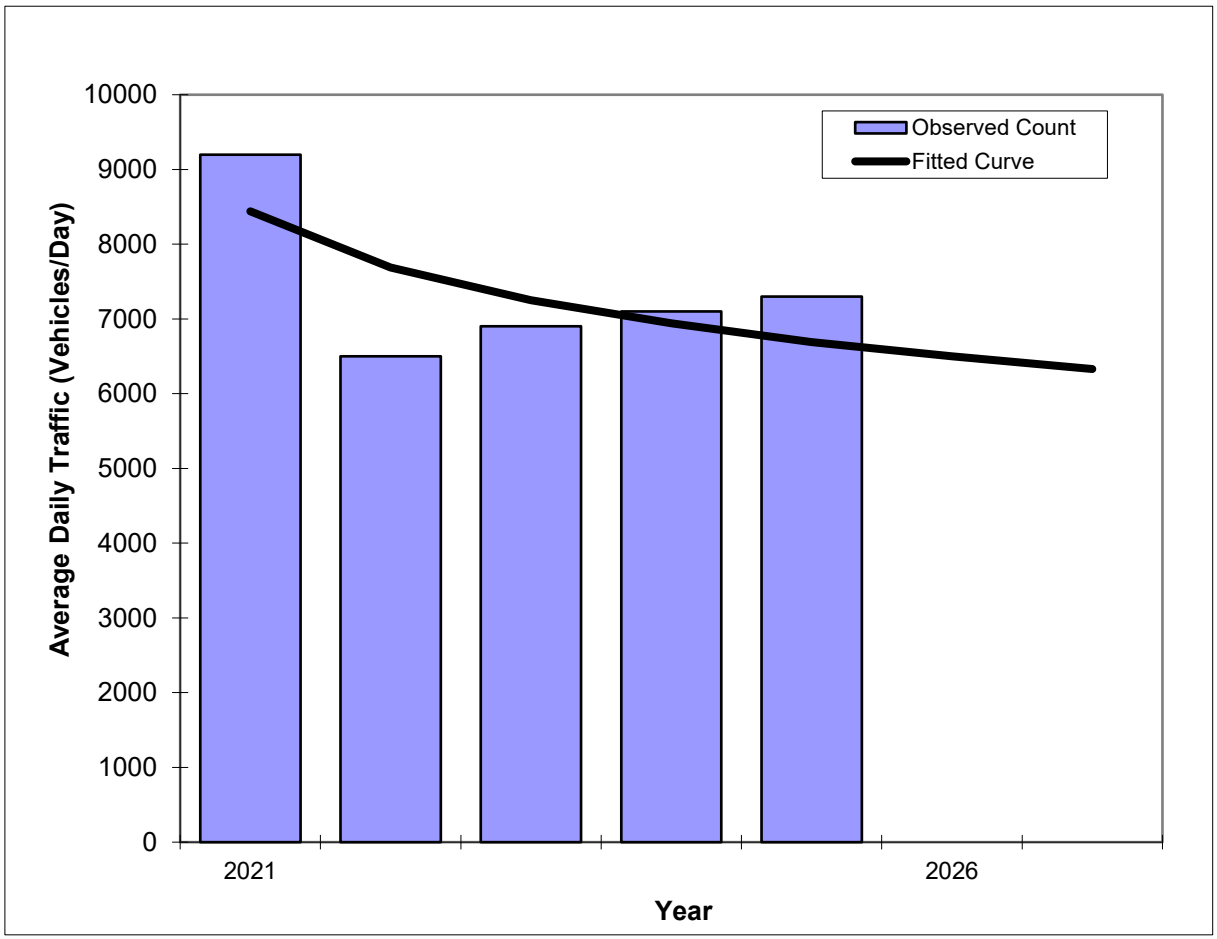
***Axle-Adjusted**

Traffic Trends - V2023

-- JOSEPHINE/10TH ST, E OF OLD MISSION RD - OFF SYSTEM

FM #	**1234**
Location	**1**

County:	Volusia (79)
Station #:	798153
Roadway:	



Year	Traffic (ADT/AADT) Count*	Trend
2021	9,200	8,440
2022	6,500	7,690
2023	6,900	7,250
2024	7,100	6,940
2025	7,300	6,690
2027 Opening Year Trend		
2027	N/A	6,330
2027 Interim Year Trend		
2027	N/A	6,330
2027 Design Year Trend		
2027	N/A	6,330
Travel Demand Forecasts/Trends		

Trend R-squared:	43.08%
Compounded Annual Historic Growth Rate:	-5.64%
Compounded Growth Rate (2025 to Design Year)	-2.73%
Printed:	6/24/2026

Decaying Exponential Growth Option

***Axle-Adjusted**

Historical Trends Analysis

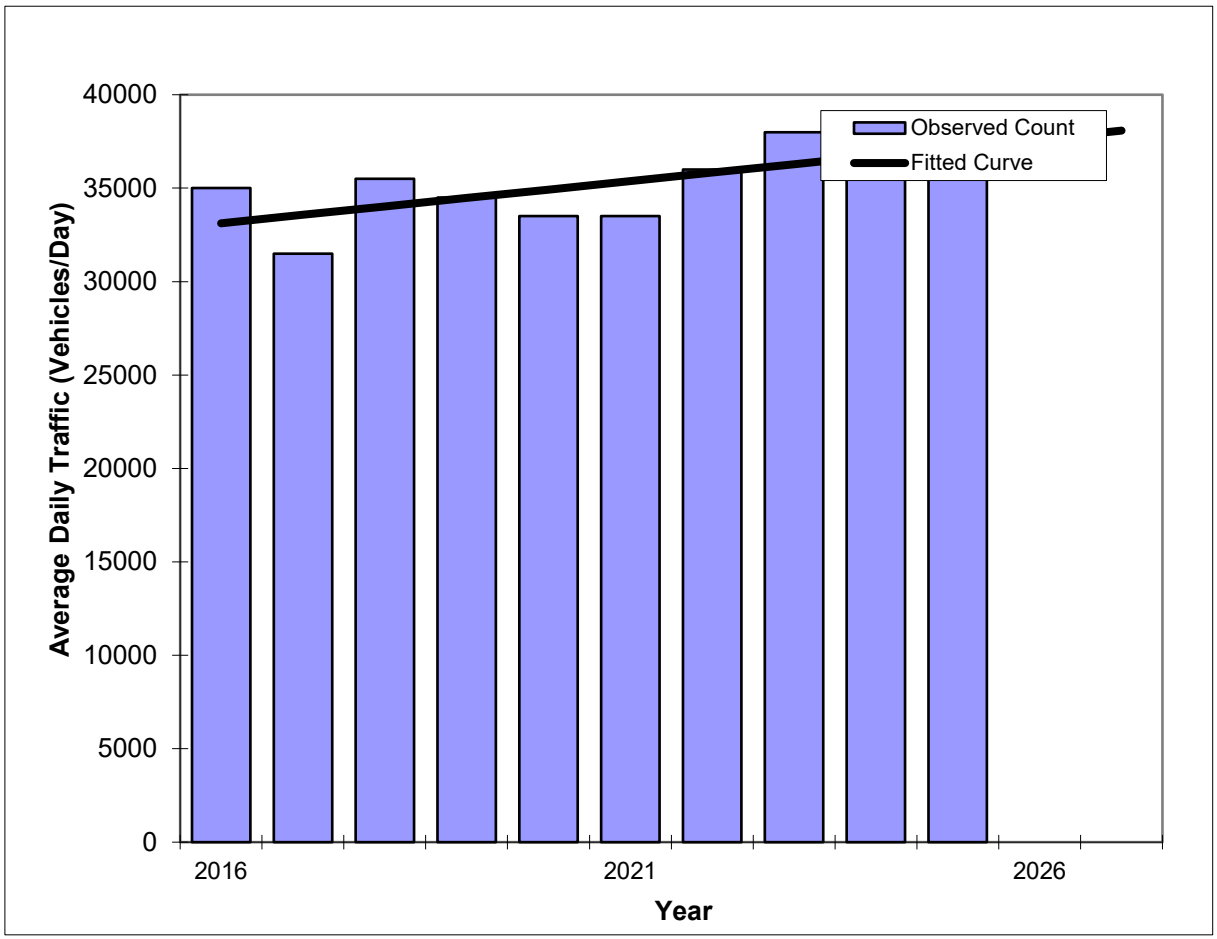
FDOT Site	Location	Years of Historical AADT	Historic Trend Analysis		
			Type	R Square	Annual Growth Rate
#790515	ON SR-44, 0.408 MI. E OF I-95 (UCLP) HPMS '18	2016 to 2025	Linear	47.34%	1.36%
			Exponential	46.42%	1.29%
			Decaying Exponential	31.01%	1.12%
#790514	ON SR-44, 0.5 MI. W OF SR-5 OVERPASS	2016 to 2025	Linear	43.83%	2.47%
			Exponential	44.40%	2.29%
			Decaying Exponential	38.64%	2.31%
#798153	JOSEPHINE/10TH ST, E OF OLD MISSION RD - OF	2016 to 2025	Linear	12.81%	3.17%
			Exponential	19.26%	3.52%
			Decaying Exponential	26.59%	4.70%

Traffic Trends - V2023

-- ON SR-44, 0.408 MI. E OF I-95 (UCLP) HPMS '18

FM #	**1234**
Location	**1**

County:	Volusia (79)
Station #:	790515
Roadway:	



Year	Traffic (ADT/AADT) Count*	Trend
2016	35,000	33,120
2017	31,500	33,570
2018	35,500	34,020
2019	34,500	34,470
2020	33,500	34,920
2021	33,500	35,380
2022	36,000	35,830
2023	38,000	36,280
2024	36,500	36,730
2025	37,500	37,180
2027 Opening Year Trend		
2027	N/A	38,080
2027 Interim Year Trend		
2027	N/A	38,080
2027 Design Year Trend		
2027	N/A	38,080
Travel Demand Forecasts/Trends		

*Axle-Adjusted

Annual Trend Increase:	452
Trend R-squared:	47.34%
Trend Annual Historic Growth Rate:	1.36%
Trend Growth Rate (2025 to Design Year)	1.21%
Printed:	6/24/2026

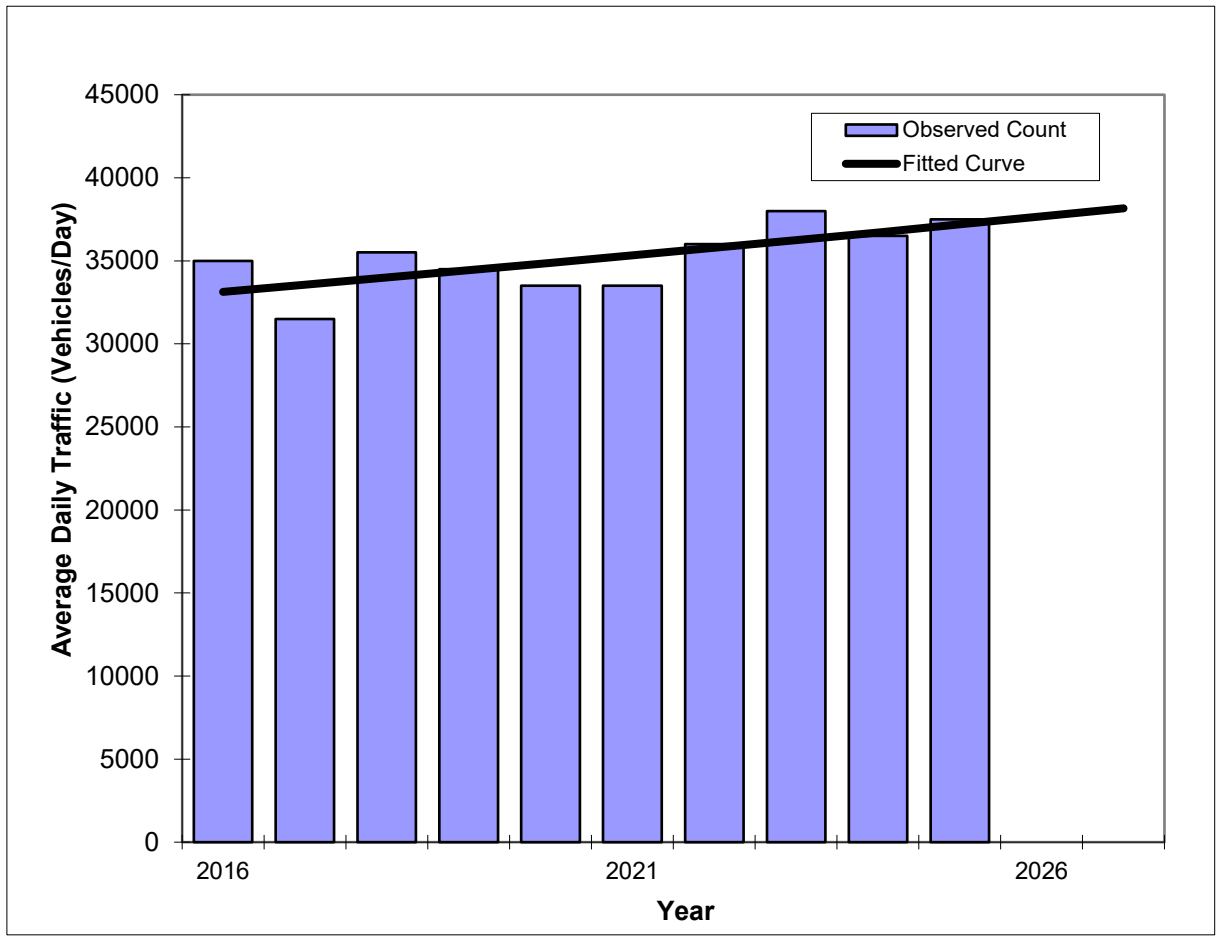
Linear Growth Option

Traffic Trends - V2023

-- ON SR-44, 0.408 MI. E OF I-95 (UCLP) HPMS '18

FM #	**1234**
Location	**1**

County:	Volusia (79)
Station #:	790515
Roadway:	



Year	Traffic (ADT/AADT) Count*	Trend
2016	35,000	33,130
2017	31,500	33,560
2018	35,500	33,990
2019	34,500	34,430
2020	33,500	34,870
2021	33,500	35,330
2022	36,000	35,780
2023	38,000	36,240
2024	36,500	36,710
2025	37,500	37,190
2027 Opening Year Trend		
2027	N/A	38,160
2027 Interim Year Trend		
2027	N/A	38,160
2027 Design Year Trend		
2027	N/A	38,160
Travel Demand Forecasts/Trends		

*Axle-Adjusted

Trend R-squared:	46.42%
Compounded Annual Historic Growth Rate:	1.29%
Compounded Growth Rate (2025 to Design Year)	1.30%
Printed:	6/24/2026

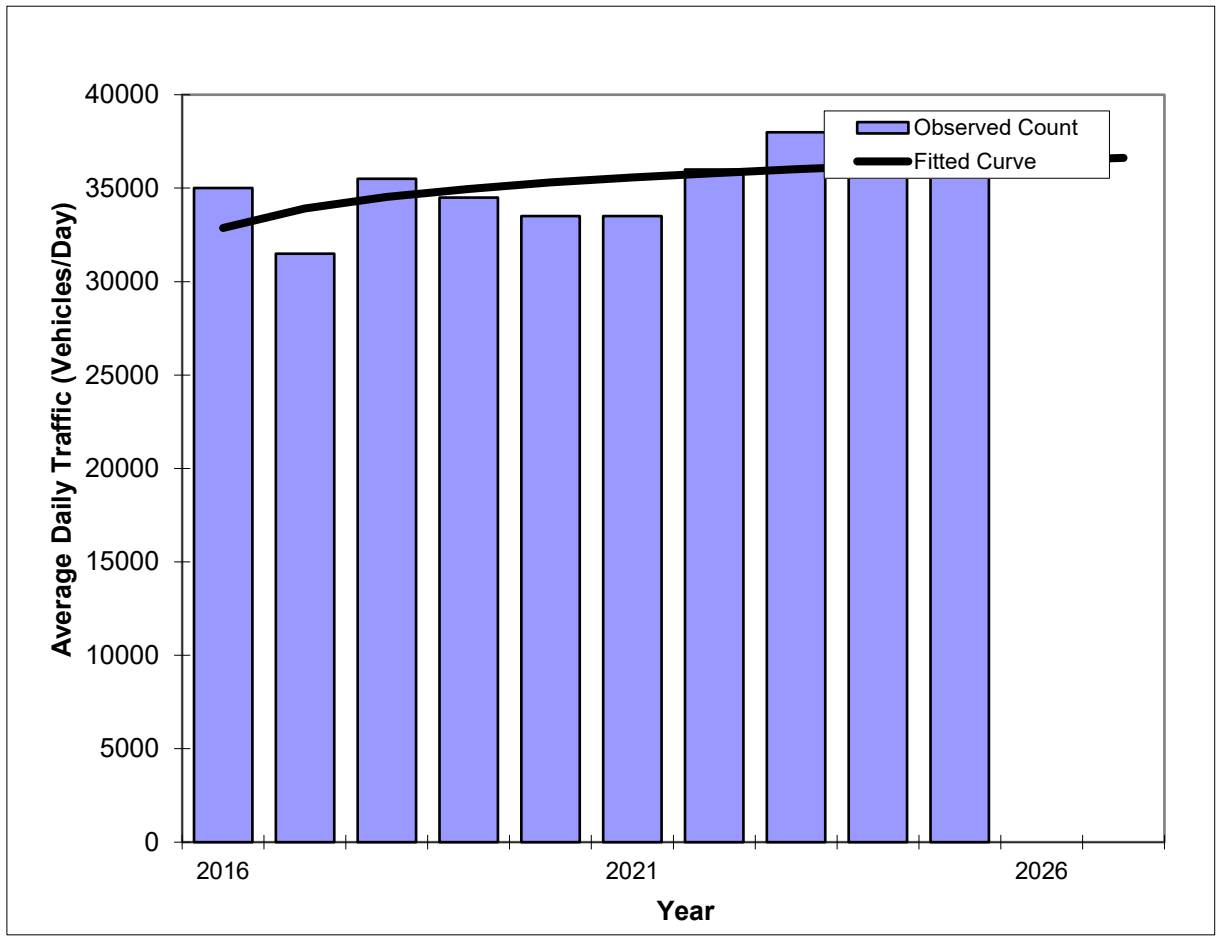
Exponential Growth Option

Traffic Trends - V2023

-- ON SR-44, 0.408 MI. E OF I-95 (UCLP) HPMS '18

FM #	**1234**
Location	**1**

County:	Volusia (79)
Station #:	790515
Roadway:	



Year	Traffic (ADT/AADT) Count*	Trend
2016	35,000	32,870
2017	31,500	33,920
2018	35,500	34,530
2019	34,500	34,960
2020	33,500	35,300
2021	33,500	35,570
2022	36,000	35,810
2023	38,000	36,010
2024	36,500	36,190
2025	37,500	36,350
2027 Opening Year Trend		
2027	N/A	36,620
2027 Interim Year Trend		
2027	N/A	36,620
2027 Design Year Trend		
2027	N/A	36,620
Travel Demand Forecasts/Trends		

*Axle-Adjusted

Trend R-squared:	31.01%
Compounded Annual Historic Growth Rate:	1.12%
Compounded Growth Rate (2025 to Design Year)	0.37%
Printed:	6/24/2026

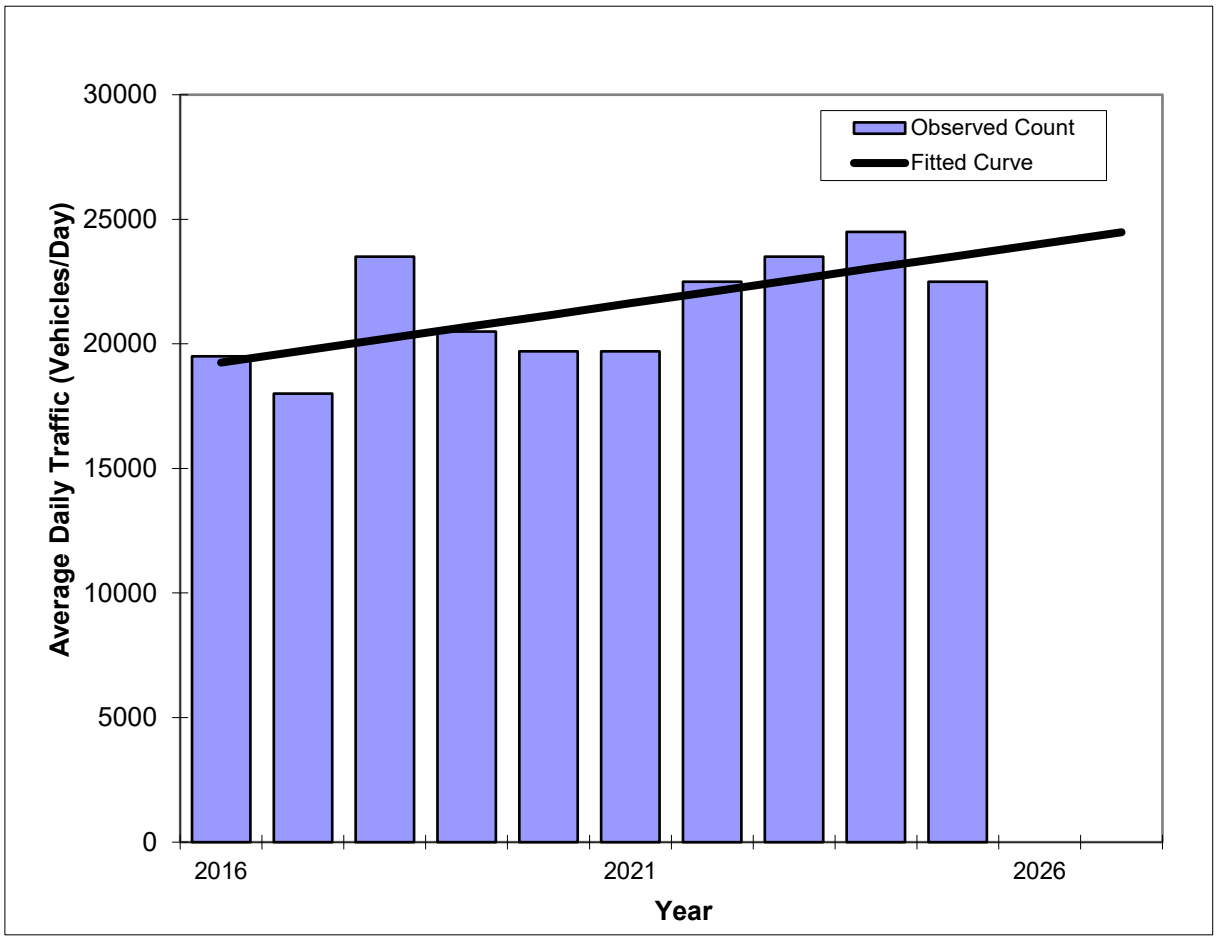
Decaying Exponential Growth Option

Traffic Trends - V2023

-- ON SR-44, 0.5 MI. W OF SR-5 OVERPASS

FM #	**1234**
Location	**1**

County:	Volusia (79)
Station #:	790514
Roadway:	



Annual Trend Increase:	476
Trend R-squared:	43.83%
Trend Annual Historic Growth Rate:	2.47%
Trend Growth Rate (2025 to Design Year)	2.02%
Printed:	6/24/2026

Linear Growth Option

Year	Traffic (ADT/AADT) Count*	Trend
2016	19,500	19,250
2017	18,000	19,720
2018	23,500	20,200
2019	20,500	20,680
2020	19,700	21,150
2021	19,700	21,630
2022	22,500	22,100
2023	23,500	22,580
2024	24,500	23,060
2025	22,500	23,530
2027 Opening Year Trend		
2027	N/A	24,480
2027 Interim Year Trend		
2027	N/A	24,480
2027 Design Year Trend		
2027	N/A	24,480
Travel Demand Forecasts/Trends		

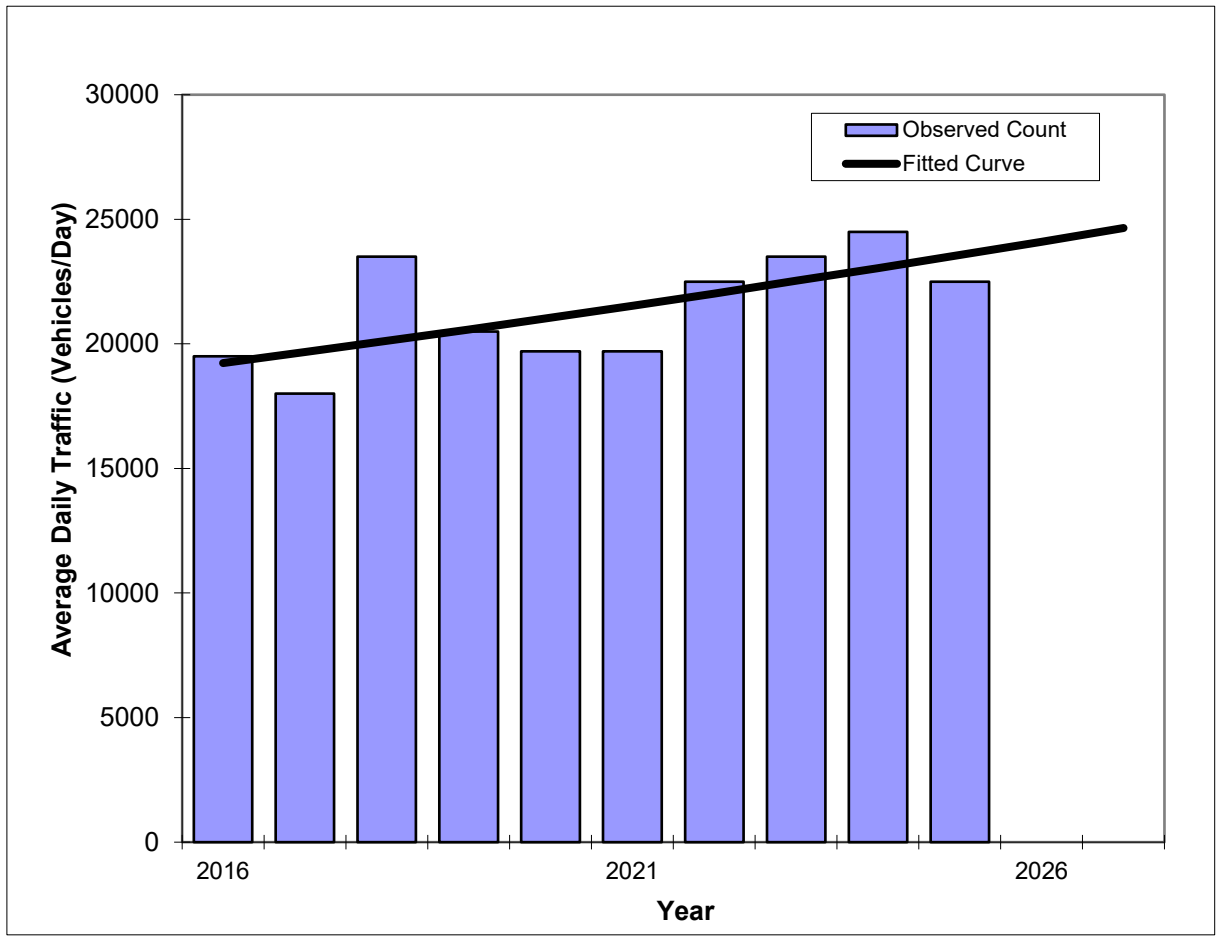
***Axle-Adjusted**

Traffic Trends - V2023

-- ON SR-44, 0.5 MI. W OF SR-5 OVERPASS

FM #	**1234**
Location	**1**

County:	Volusia (79)
Station #:	790514
Roadway:	



Trend R-squared:	44.40%
Compounded Annual Historic Growth Rate:	2.29%
Compounded Growth Rate (2025 to Design Year)	2.27%
Printed:	6/24/2026

Exponential Growth Option

Year	Traffic (ADT/AADT) Count*	Trend
2016	19,500	19,230
2017	18,000	19,670
2018	23,500	20,120
2019	20,500	20,580
2020	19,700	21,050
2021	19,700	21,530
2022	22,500	22,020
2023	23,500	22,530
2024	24,500	23,040
2025	22,500	23,570
2027 Opening Year Trend		
2027	N/A	24,650
2027 Interim Year Trend		
2027	N/A	24,650
2027 Design Year Trend		
2027	N/A	24,650
Travel Demand Forecasts/Trends		

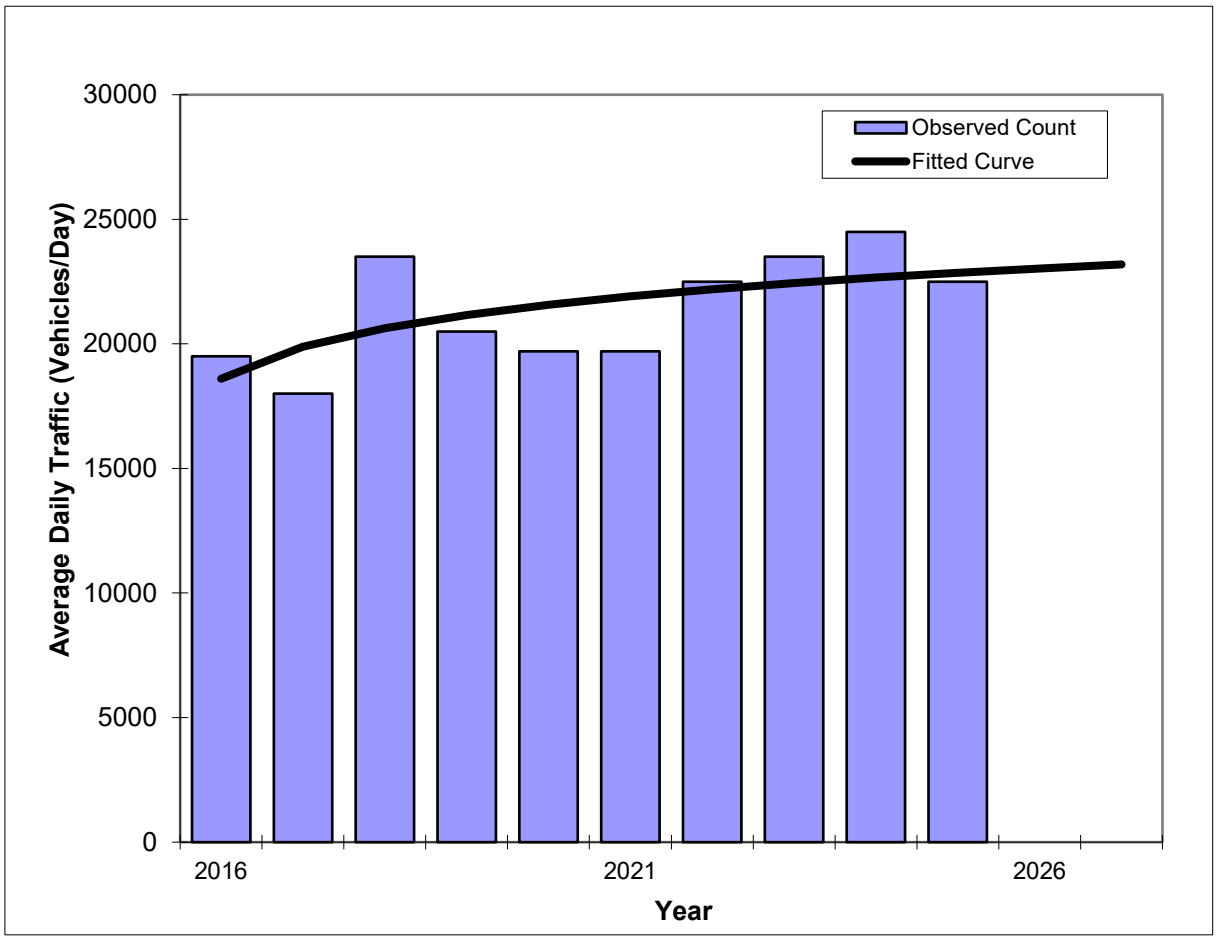
***Axle-Adjusted**

Traffic Trends - V2023

-- ON SR-44, 0.5 MI. W OF SR-5 OVERPASS

FM #	**1234**
Location	**1**

County:	Volusia (79)
Station #:	790514
Roadway:	



Trend R-squared:	38.64%
Compounded Annual Historic Growth Rate:	2.31%
Compounded Growth Rate (2025 to Design Year)	0.74%
Printed:	6/24/2026

Decaying Exponential Growth Option

Year	Traffic (ADT/AADT) Count*	Trend
2016	19,500	18,600
2017	18,000	19,880
2018	23,500	20,630
2019	20,500	21,160
2020	19,700	21,570
2021	19,700	21,910
2022	22,500	22,190
2023	23,500	22,440
2024	24,500	22,660
2025	22,500	22,850
2027 Opening Year Trend		
2027	N/A	23,190
2027 Interim Year Trend		
2027	N/A	23,190
2027 Design Year Trend		
2027	N/A	23,190
Travel Demand Forecasts/Trends		

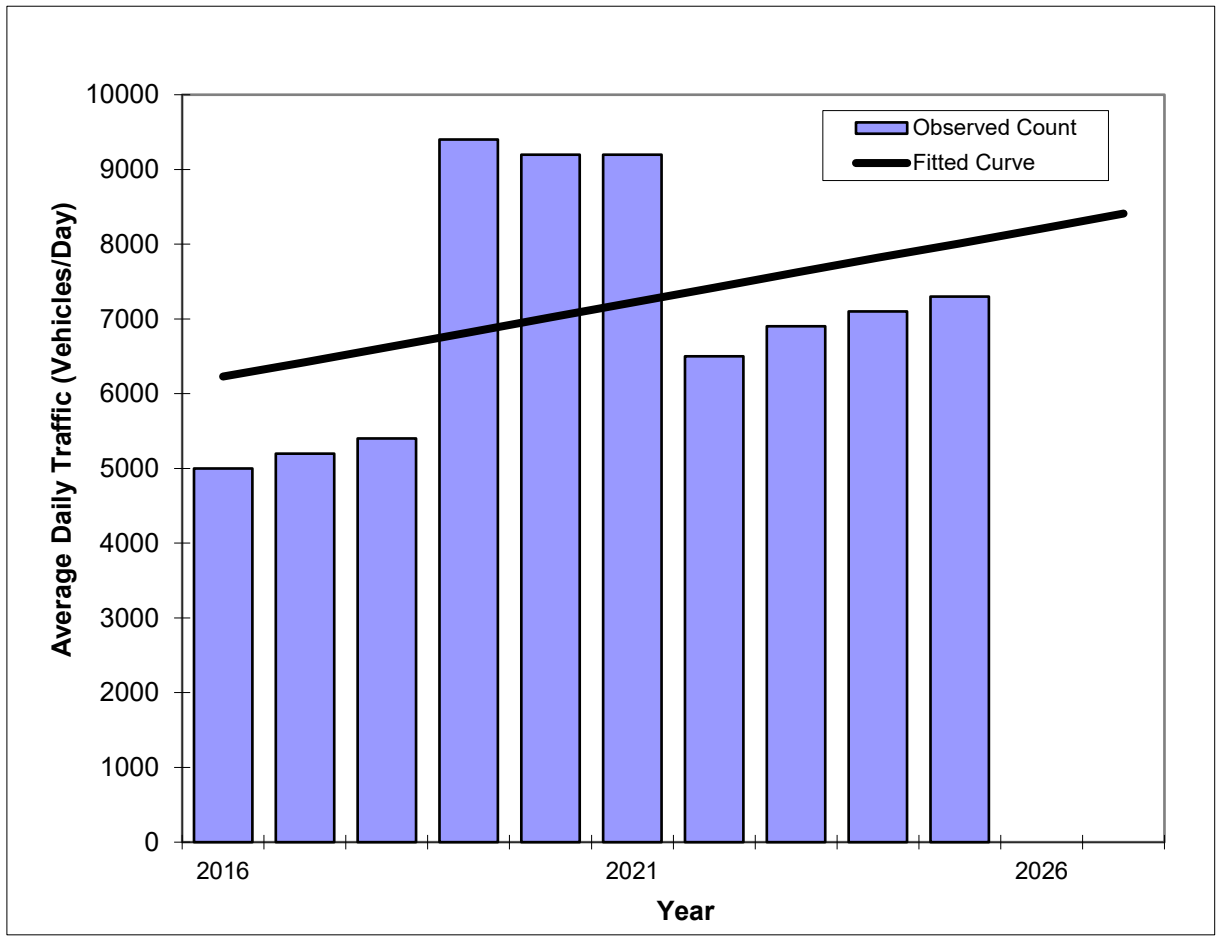
***Axle-Adjusted**

Traffic Trends - V2023

-- JOSEPHINE/10TH ST, E OF OLD MISSION RD - OFF SYSTEM

FM #	**1234**
Location	**1**

County:	Volusia (79)
Station #:	798153
Roadway:	



Annual Trend Increase:	199
Trend R-squared:	12.81%
Trend Annual Historic Growth Rate:	3.17%
Trend Growth Rate (2025 to Design Year)	2.50%
Printed:	6/24/2026

Linear Growth Option

Year	Traffic (ADT/AADT) Count*	Trend
2016	5,000	6,230
2017	5,200	6,420
2018	5,400	6,620
2019	9,400	6,820
2020	9,200	7,020
2021	9,200	7,220
2022	6,500	7,420
2023	6,900	7,620
2024	7,100	7,820
2025	7,300	8,010
2027 Opening Year Trend		
2027	N/A	8,410
2027 Interim Year Trend		
2027	N/A	8,410
2027 Design Year Trend		
2027	N/A	8,410
Travel Demand Forecasts/Trends		

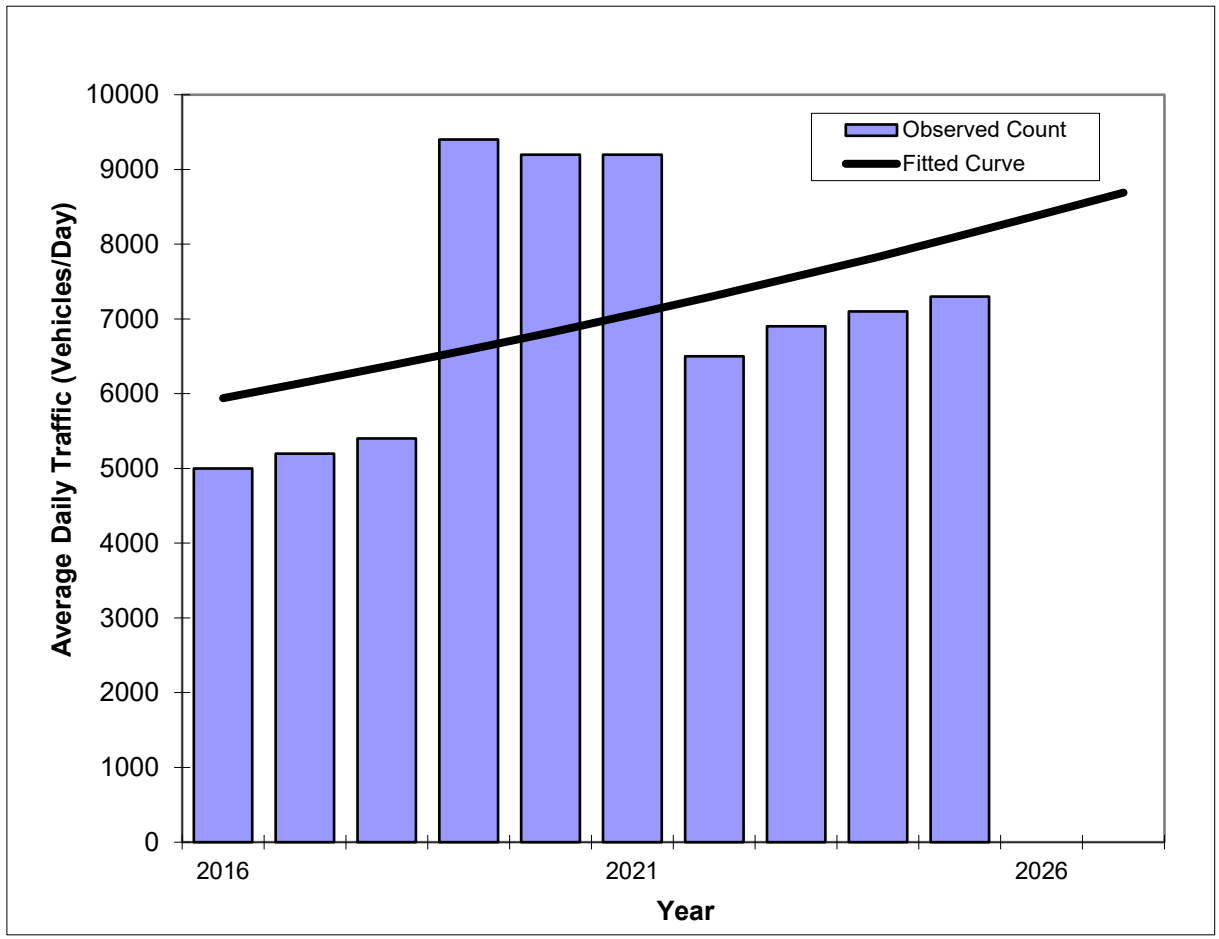
***Axle-Adjusted**

Traffic Trends - V2023

-- JOSEPHINE/10TH ST, E OF OLD MISSION RD - OFF SYSTEM

FM #	**1234**
Location	**1**

County:	Volusia (79)
Station #:	798153
Roadway:	



Trend R-squared:	19.26%
Compounded Annual Historic Growth Rate:	3.52%
Compounded Growth Rate (2025 to Design Year)	3.51%
Printed:	6/24/2026

Exponential Growth Option

Year	Traffic (ADT/AADT) Count*	Trend
2016	5,000	5,940
2017	5,200	6,150
2018	5,400	6,370
2019	9,400	6,590
2020	9,200	6,820
2021	9,200	7,060
2022	6,500	7,310
2023	6,900	7,570
2024	7,100	7,830
2025	7,300	8,110
2027 Opening Year Trend		
2027	N/A	8,690
2027 Interim Year Trend		
2027	N/A	8,690
2027 Design Year Trend		
2027	N/A	8,690
Travel Demand Forecasts/Trends		

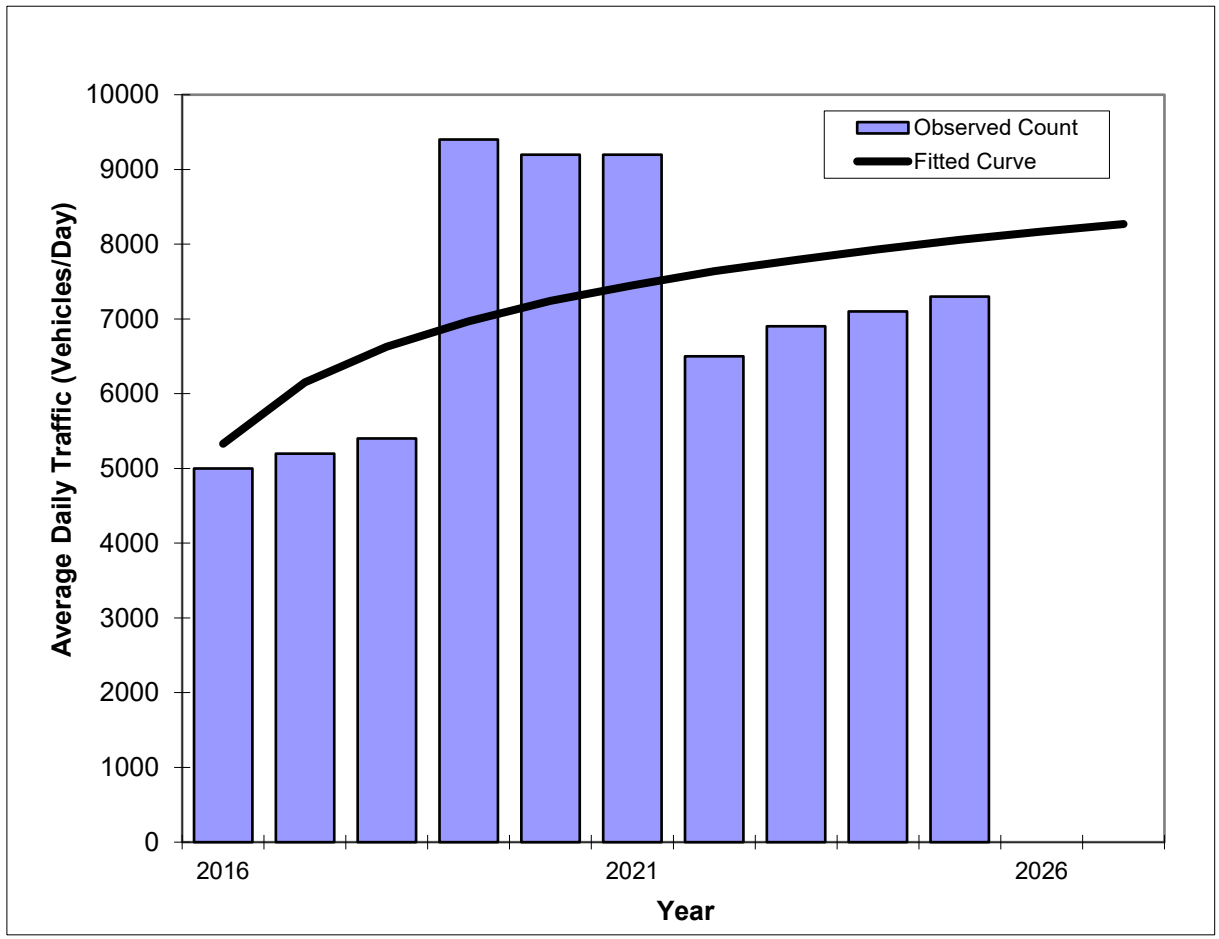
***Axle-Adjusted**

Traffic Trends - V2023

-- JOSEPHINE/10TH ST, E OF OLD MISSION RD - OFF SYSTEM

FM #	**1234**
Location	**1**

County:	Volusia (79)
Station #:	798153
Roadway:	



Year	Traffic (ADT/AADT) Count*	Trend
2016	5,000	5,330
2017	5,200	6,150
2018	5,400	6,630
2019	9,400	6,970
2020	9,200	7,240
2021	9,200	7,450
2022	6,500	7,640
2023	6,900	7,790
2024	7,100	7,930
2025	7,300	8,060
2027 Opening Year Trend		
2027	N/A	8,270
2027 Interim Year Trend		
2027	N/A	8,270
2027 Design Year Trend		
2027	N/A	8,270
Travel Demand Forecasts/Trends		

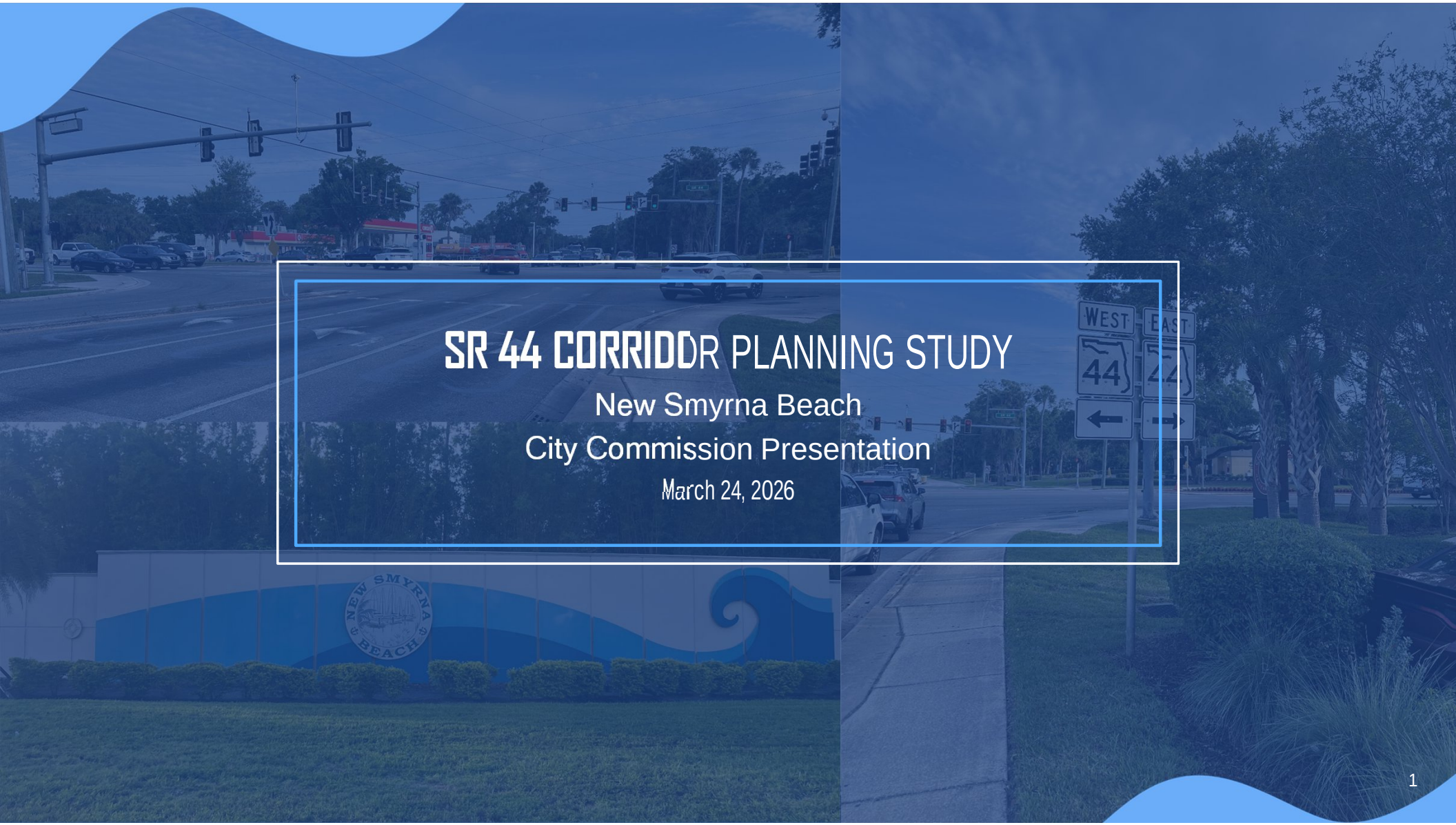
*Axle-Adjusted

Trend R-squared:	26.59%
Compounded Annual Historic Growth Rate:	4.70%
Compounded Growth Rate (2025 to Design Year)	1.29%
Printed:	6/24/2026

Decaying Exponential Growth Option

APPENDIX I

FDOT Presentation on Improvements to SR 44 & Mission/Wallace



SR 44 CORRIDOR PLANNING STUDY

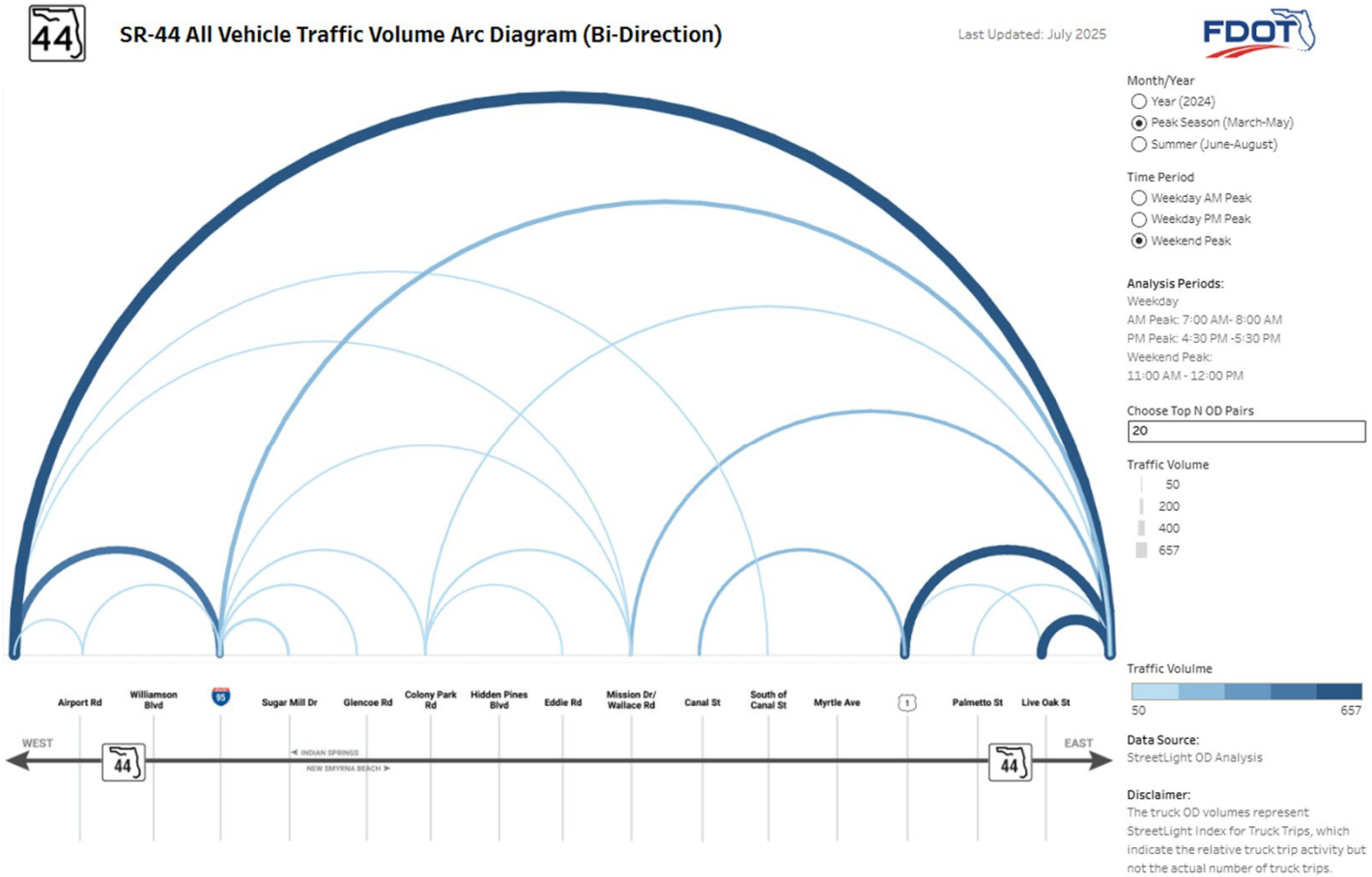
New Smyrna Beach
City Commission Presentation

March 24, 2026

2024 Origin-Destination Analysis – March-May Weekends

Predominant Trips

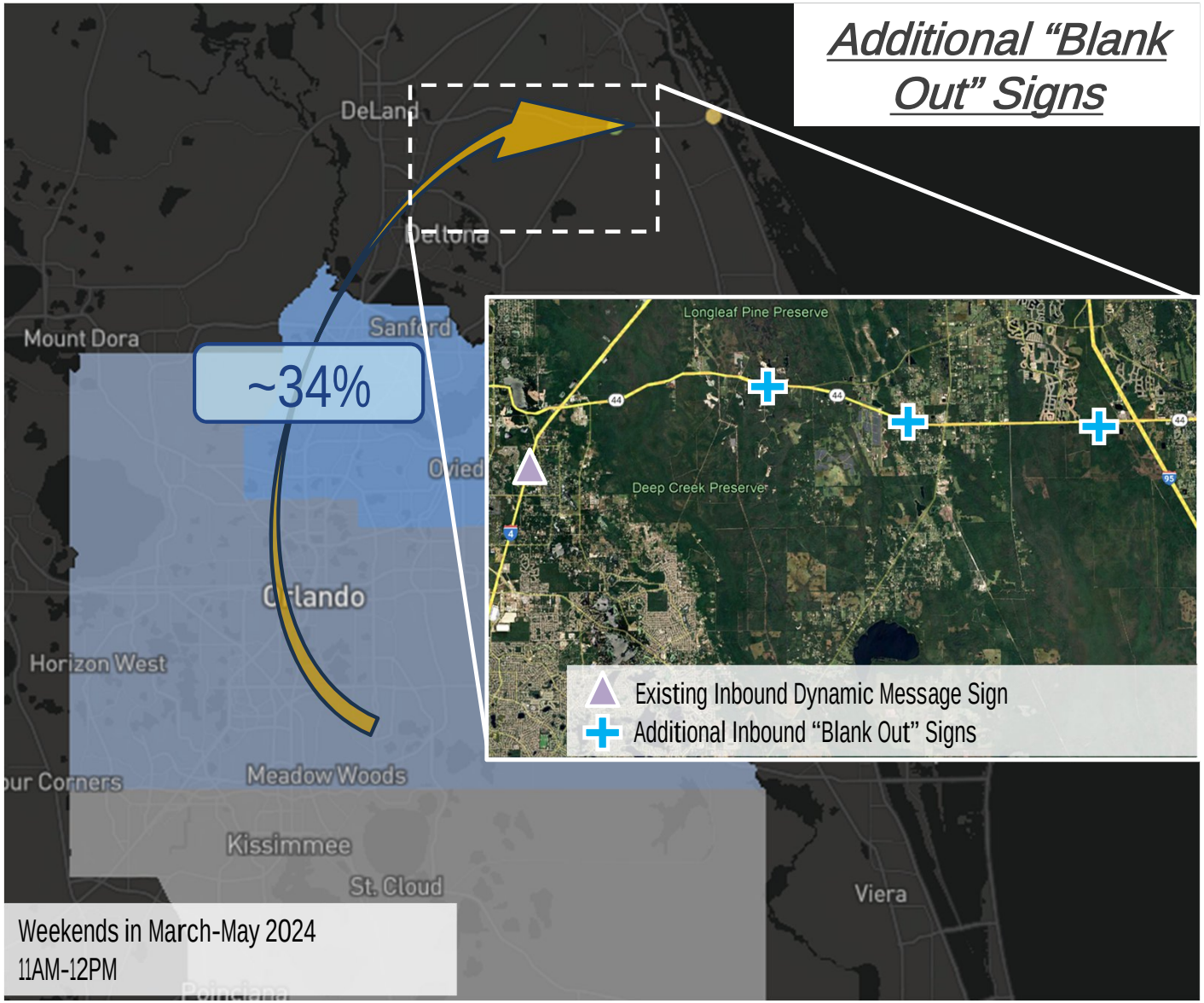
- End to End = 15%
- US 1 to Beach Area = 13%
- Live Oak to Beach Area = 13%
- West End of Study Area to I-95 = 10%
- I-95 to Beach Area = 6%



~34%

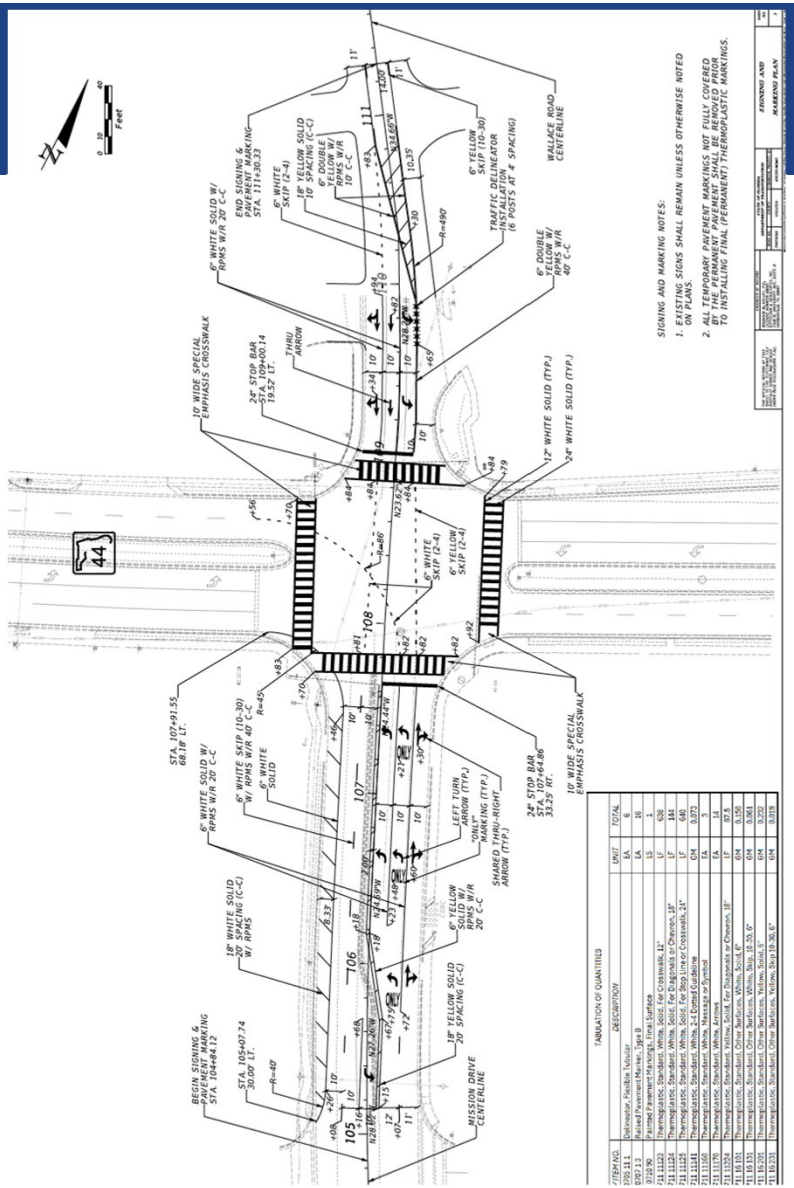
of weekend SR 44 trips originate from Osceola/Orange/ Seminole Counties

Improve messaging for traffic inbound to NSB via new "blank out" signs



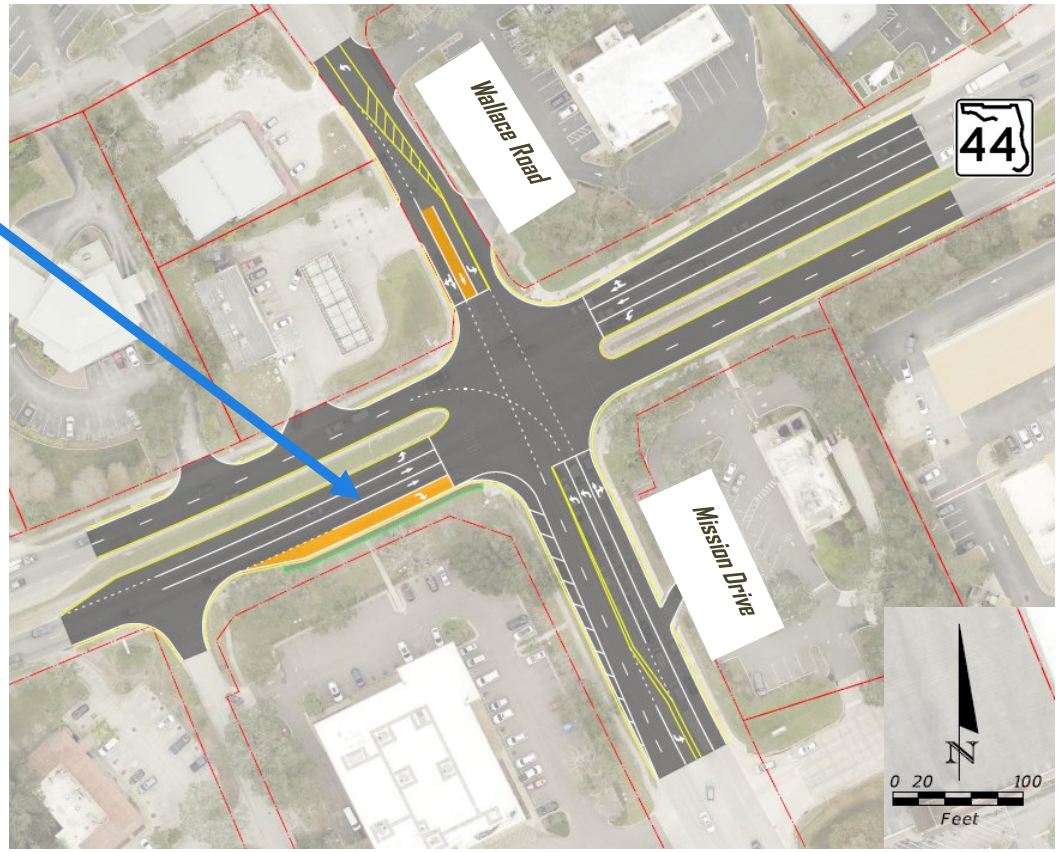
Mission Drive/Wallace Road Improvements

Add 2nd SB thru lane – maintenance project; milling/resurfacing and restriping



Mission Drive/Wallace Road Improvements

- Add exclusive EB right turn lane – follow up "Phase 2" to previous Mission/Wallace project
- Next Steps
  - Currently under design
  - Detailed survey underway
- Construction Cost Estimate
  - Approx. $185K to $220K



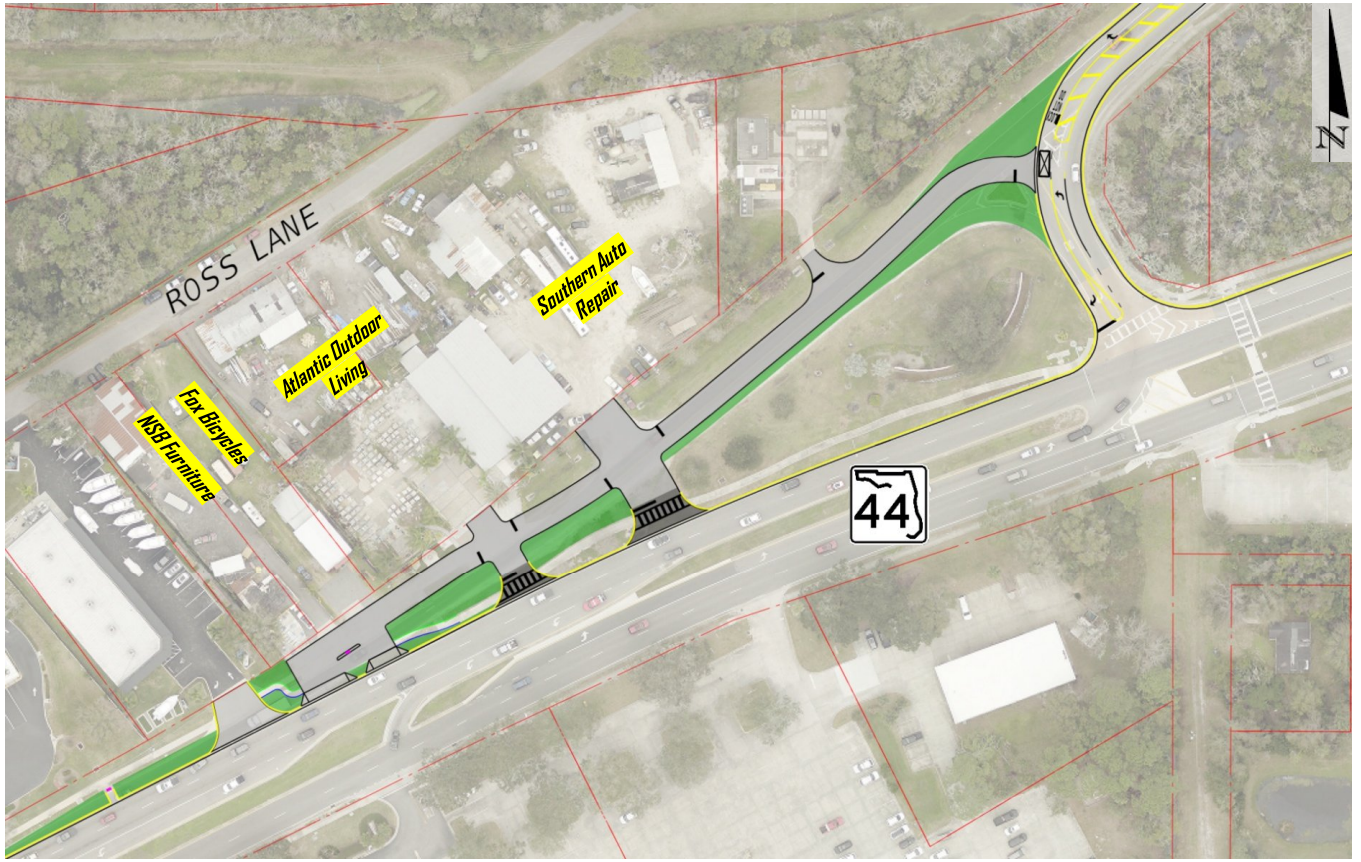
Canal Street Business Owners – Initial Outreach

- Met on 10/30/25
- Roundabout alts. at SR 44/Canal Street not supported
- In favor of projects to improve Mission/Wallace intersection
- Discussed adding 3rd lane WB on SR 44 and creating local business access road along Canal Street



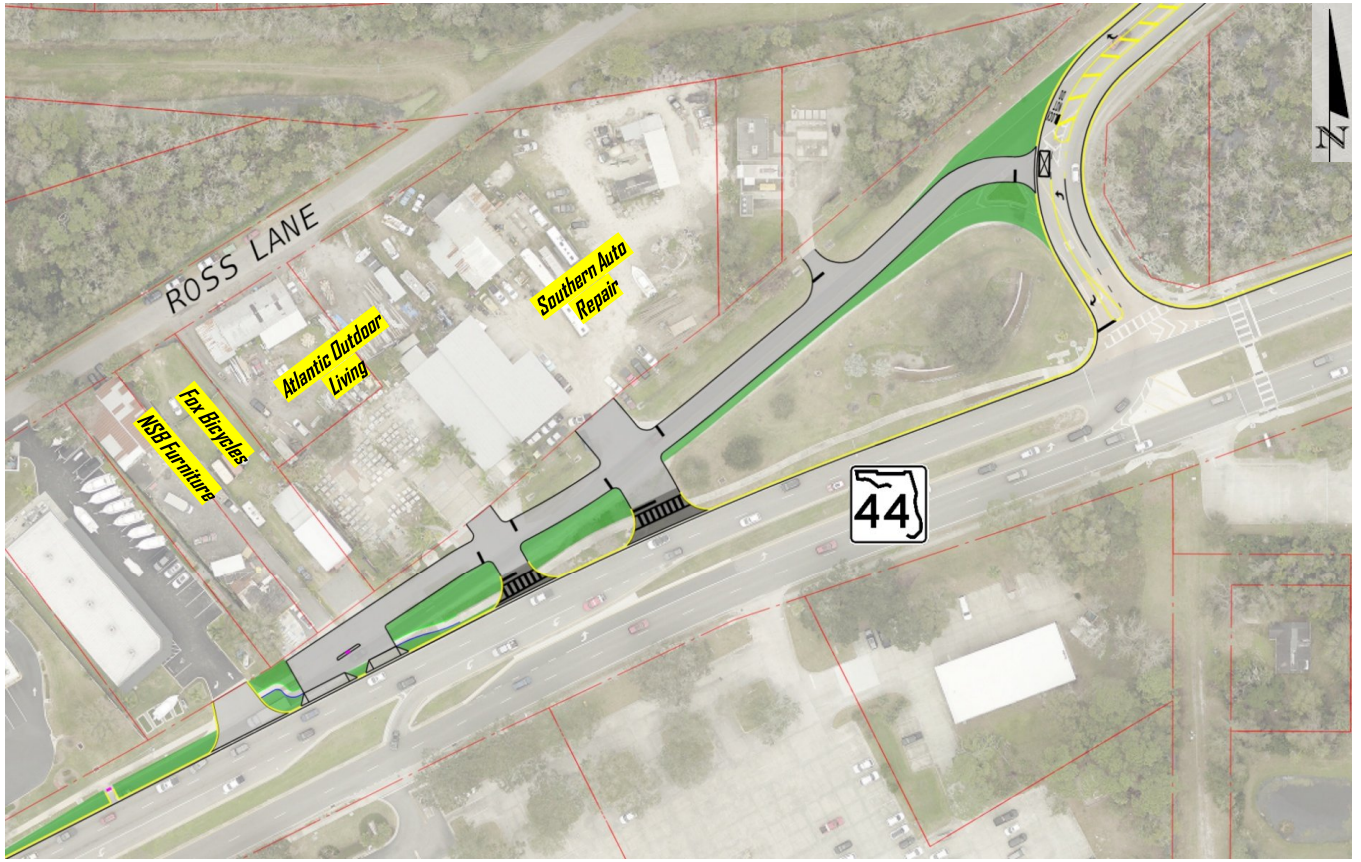
Canal Street Realignment & Business Access Road

- Improvements
  - Introduce curve along Canal Street tying into SR 44 with single SBR
  - 20’ wide business “driveway”/access road
  - Extend driveways for direct access to SR 44
- Construction Cost Estimate
  - Approx. $560K to $650K



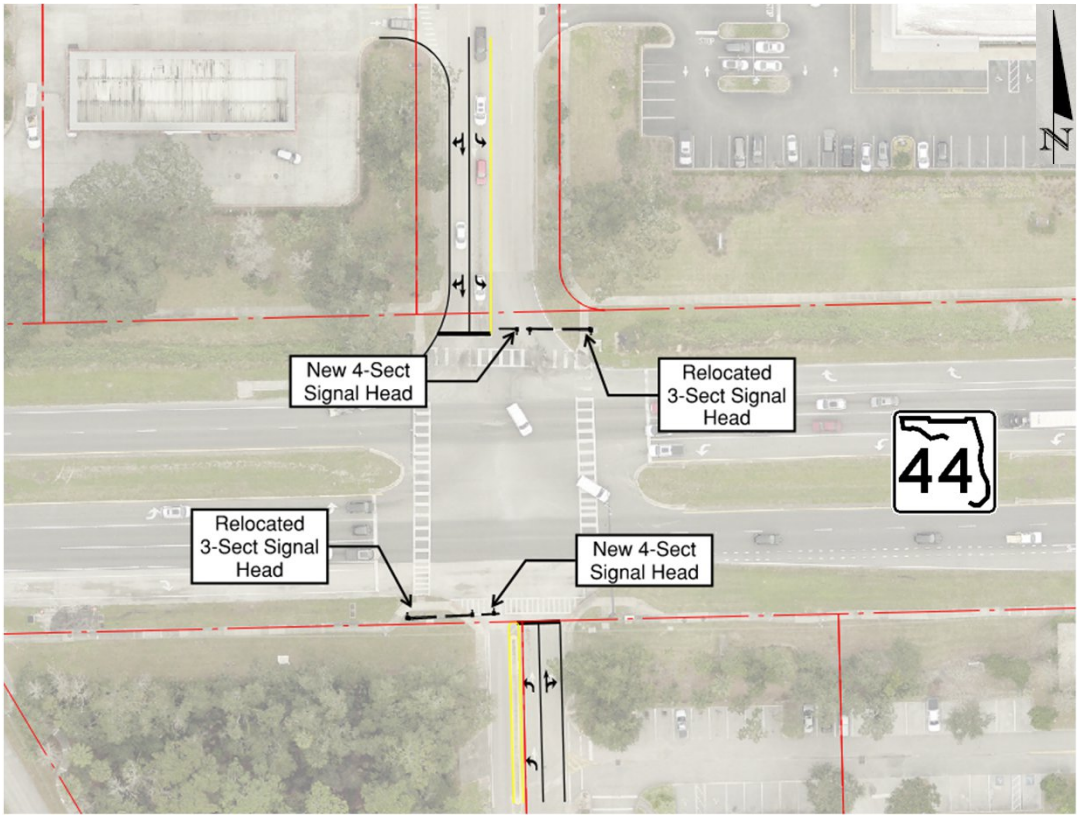
Canal Street Realignment & Business Access Road

- Business Owners Outreach
  - 2nd set of meetings occurred on 2/4/26 and 2/10/26
  - Expressed support for current concept
  - Questions about adding business signage on SR 44
- Next Steps
  - Begin design work pending coordination w/City



Colony Park Road Intersection

- Improvements
  - Convert existing NB/SB through-left turn lanes to exclusive left turn lanes and shared through-right lanes
  - Add new 4-sect signal heads and relocate 3-sect heads to signal poles
- Construction Cost Estimate
  - Approx. $35K to $50K
- Next Steps
  - Signing/striping package similar to Mission Drive/Wallace Road NB-SB plans
  - Signal head replacement/relocation will also be included

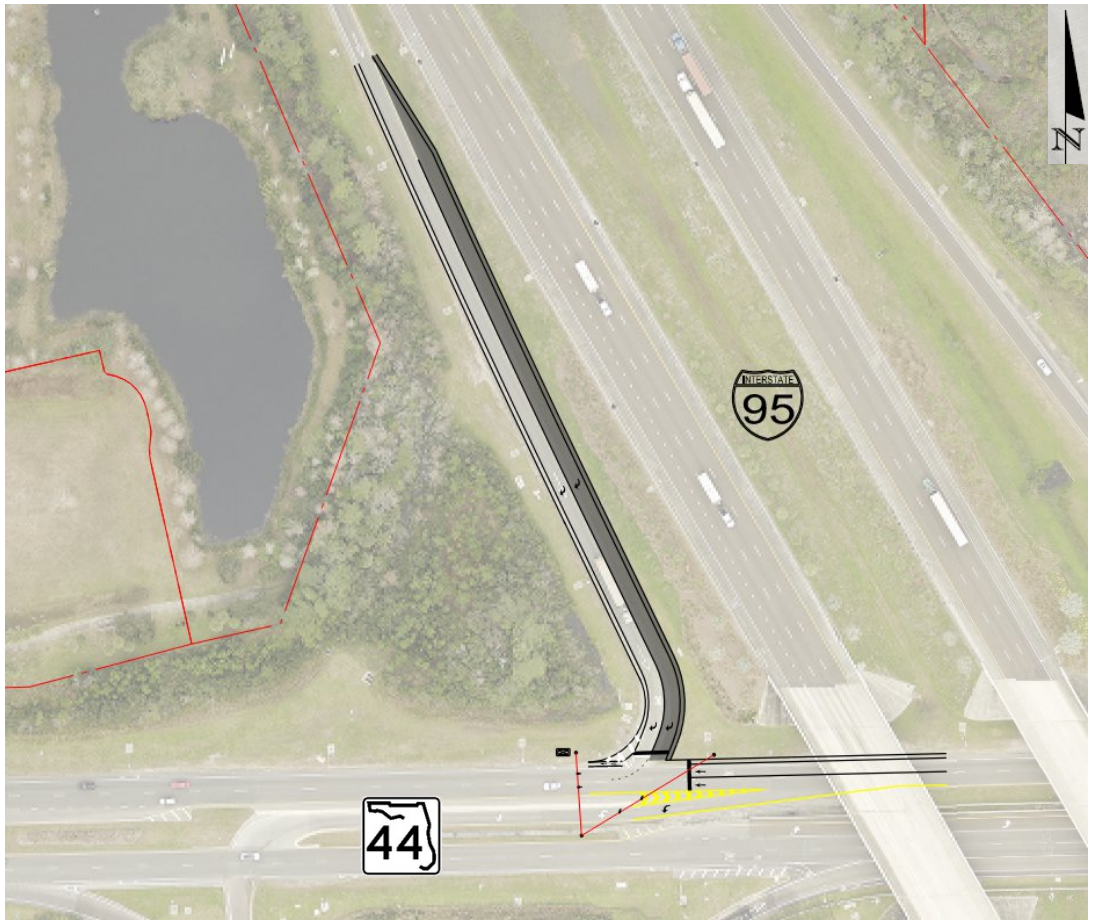


Williamson Blvd. Intersection Improvements



I-95 SB Off Ramp Improvements

- Improvements
  - Add 2nd SBR turn lane
  - Signalize intersection with strain poles
- Construction Cost Estimate
  - Approx. $400K to $500K
- Next Steps
  - Design advancing in conjunction with Williamson Blvd. improvements
  - Anticipated design plan components
    - Roadway
    - Signing & Striping
    - Signalization



APPENDIX J
ITE Excerpts

Land Use: 821
Shopping Plaza (40-150k)

Description

A shopping plaza is an integrated group of commercial establishments planned, developed, owned, and managed as a unit. Each study site in this land use has between 40,000 and 150,000 square feet of gross leasable area (GLA). The term “plaza” in the land use name rather than “center” is simply a distinction between the different shopping center size ranges. Various other names are commonly used to categorize a shopping plaza within this size range depending on its specific size and tenants, such as neighborhood center, community center, and fashion center.

A supermarket is often the major tenant of a shopping plaza, but many shopping centers are anchored by home improvement, discount, or other stores. A shopping plaza typically contains more than retail merchandising facilities. Common tenants include office space, a movie theater, restaurants, a post office, banks, a health club, and recreational facilities. A shopping plaza is almost always open-air and the GLA is the same as the gross floor area of the building.

The 150,000-square-foot GLA threshold value between a shopping plaza and a shopping center (Land Use 820) is based on an examination of trip generation data. For a shopping plaza that is smaller than the threshold value, the presence or absence of a supermarket within the plaza has a measurable effect on site trip generation. For a shopping center that is larger than the threshold value, the trips generated by its other major tenants mask any effects of the presence or absence of an on-site supermarket.

The 40,000-square-foot GFA threshold between a shopping plaza and a strip retail plaza (Land Use 822) was selected based on an examination of the overall shopping center/plaza database. All shopping plazas in the database with a supermarket as their anchor are larger than 40,000 square feet GLA.

Land Use Subcategory

The presence or absence of a supermarket in a shopping plaza has a measurable effect on-site trip generation. Therefore, data are presented for two subcategories for this land use: (1) sites with a supermarket anchor and (2) sites without a supermarket.

Additional Data

The sites were surveyed in the 1990s, the 2000s, the 2010s, and the 2020s in Alberta (CAN), British Columbia (CAN), California, Delaware, District of Columbia, Florida, Illinois, Indiana, Iowa, Kentucky, Maine, Maryland, Massachusetts, Nevada, New Jersey, Ontario (CAN), Oregon, Pennsylvania, South Dakota, Vermont, and Wisconsin.

Source Numbers

358, 390, 404, 437, 444, 446, 507, 580, 598, 658, 728, 908, 926, 944, 946, 960, 974, 1004, 1009, 1025, 1069, 1219

Shopping Plaza (40-150k) - Supermarket - Yes (821)

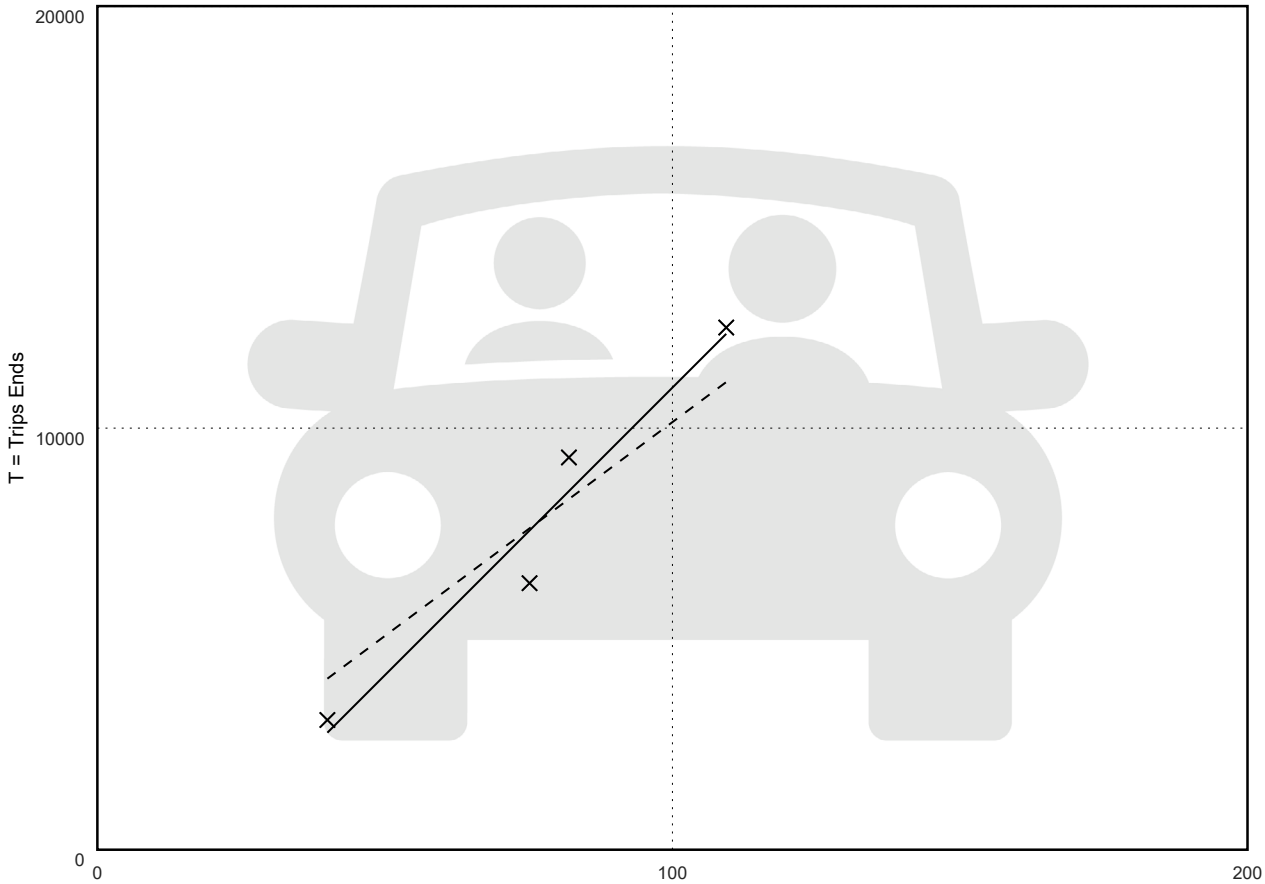
Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 4
Avg. 1000 Sq. Ft. GLA: 77
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
101.43	76.93 - 113.46	17.91

Data Plot and Equation



Fitted Curve Equation: T = 136.41(X) - 2680.46

R^2= 0.95

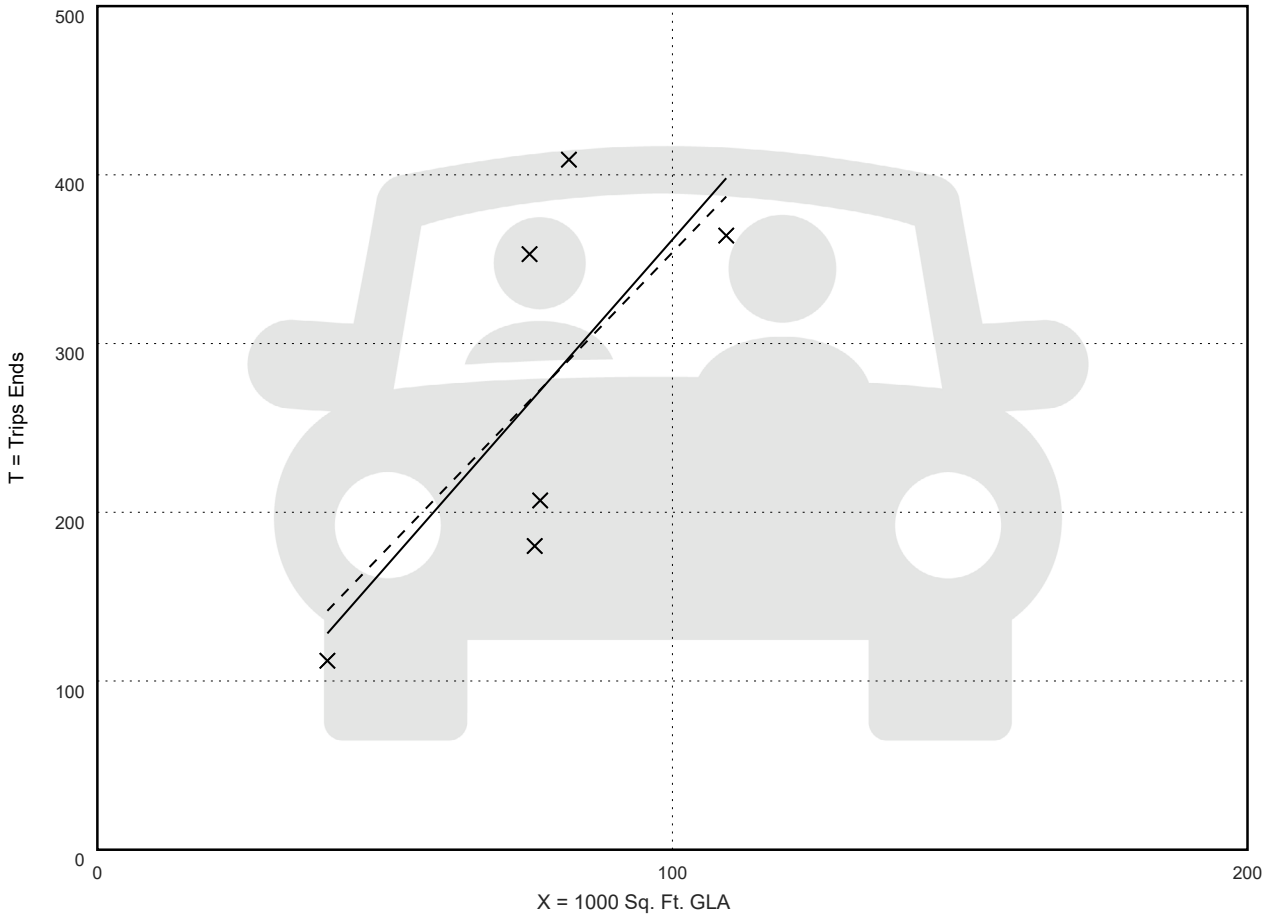
Shopping Plaza (40-150k) - Supermarket - Yes (821)

Vehicle Trip Ends vs:	**1000 Sq. Ft. GLA**
On a:	**Weekday,**
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 7 and 9 a.m.
Setting/Location:	**General Urban/Suburban**
Number of Studies:	6
Avg. 1000 Sq. Ft. GLA:	77
Directional Distribution:	60% entering, 40% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
3.54	2.37 - 4.99	1.10

Data Plot and Equation



Fitted Curve Equation: T = 3.89(X) - 27.40

R^2= 0.51

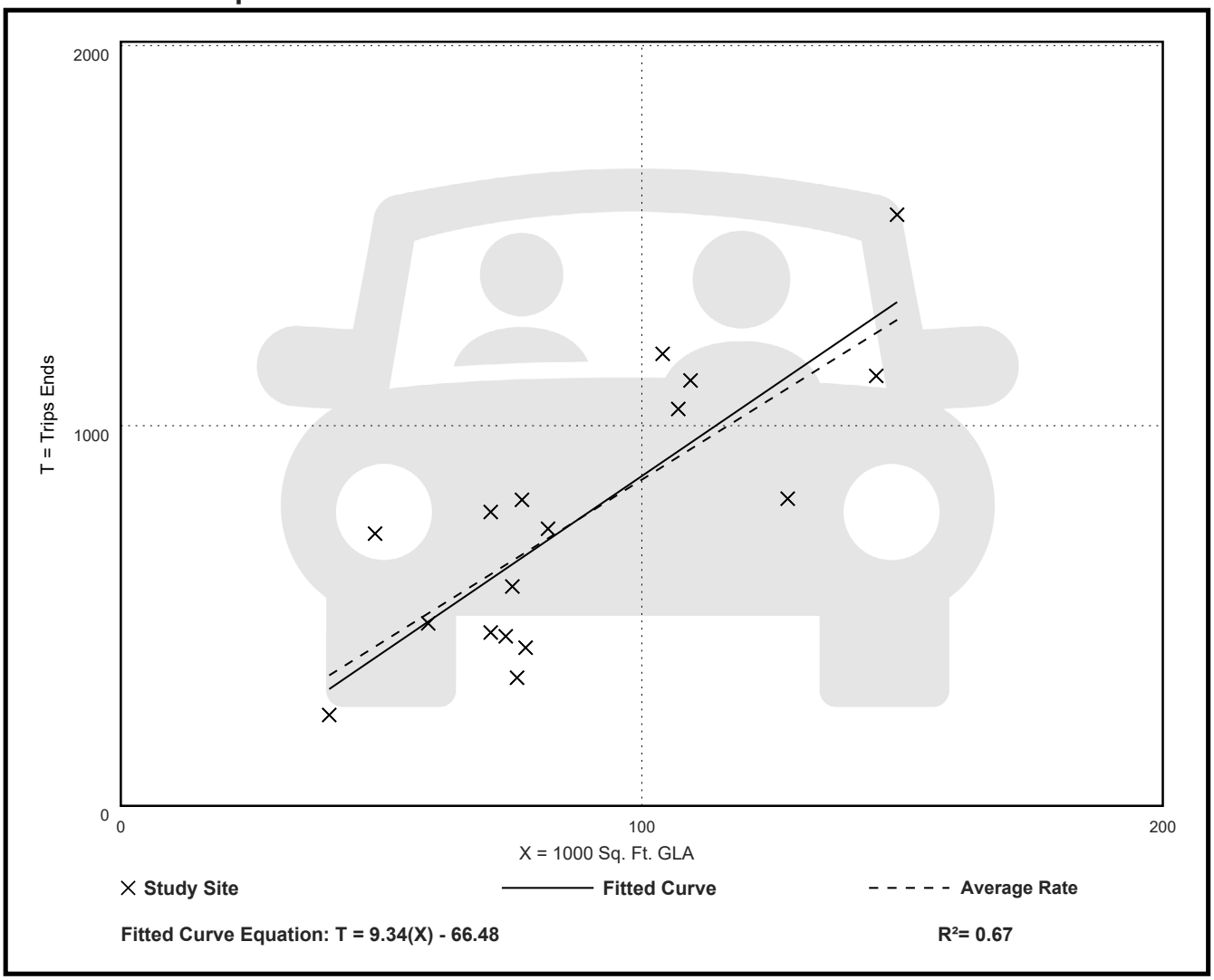
Shopping Plaza (40-150k) - Supermarket - Yes (821)

Vehicle Trip Ends vs:	**1000 Sq. Ft. GLA**
On a:	**Weekday,**
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 4 and 6 p.m.
Setting/Location:	**General Urban/Suburban**
Number of Studies:	17
Avg. 1000 Sq. Ft. GLA:	88
Directional Distribution:	49% entering, 51% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
8.58	4.43 - 14.67	2.43

Data Plot and Equation



Land Use: 934
Fast-Food Restaurant
with Drive-Through Window

Description

This land use includes any fast-food restaurant with a drive-through window. This type of restaurant is characterized by a large drive-through and carry-out clientele, long hours of service (some are open for breakfast, all are open for lunch and dinner, some are open late at night or 24 hours a day) and high turnover rates for eat-in customers. The restaurant does not offer table service. A patron generally orders from a menu board and pays before receiving the meal. A typical duration of stay for an eat-in patron is less than 30 minutes.

Additional Data

If the restaurant has outdoor seating, its area is not included in the overall gross floor area. For a restaurant that has significant outdoor seating, the number of seats may be more reliable than GFA as an independent variable on which to establish a trip generation rate.

The sites were surveyed in the 1990s, the 2000s, the 2010s, and the 2020s in Alaska, Arizona, California, Colorado, Florida, Indiana, Kentucky, Maryland, Massachusetts, Minnesota, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, South Dakota, Texas, Vermont, Washington, and Wisconsin.

Users should exercise caution when applying statistics during the AM peak periods, as the sites contained in the database for this land use may or may not be open for breakfast. In cases where it was confirmed that the sites were not open for breakfast, data for the AM peak hour of the adjacent street traffic were removed from the database.

Source Numbers

338, 340, 358, 389, 438, 502, 552, 577, 583, 584, 617, 640, 641, 704, 715, 728, 810, 866, 867, 869, 885, 886, 927, 935, 962, 1050, 1053, 1054, 1208, 1219, 1234, 1236, 1259, 1267

Fast-Food Restaurant with Drive-Through Window (934)

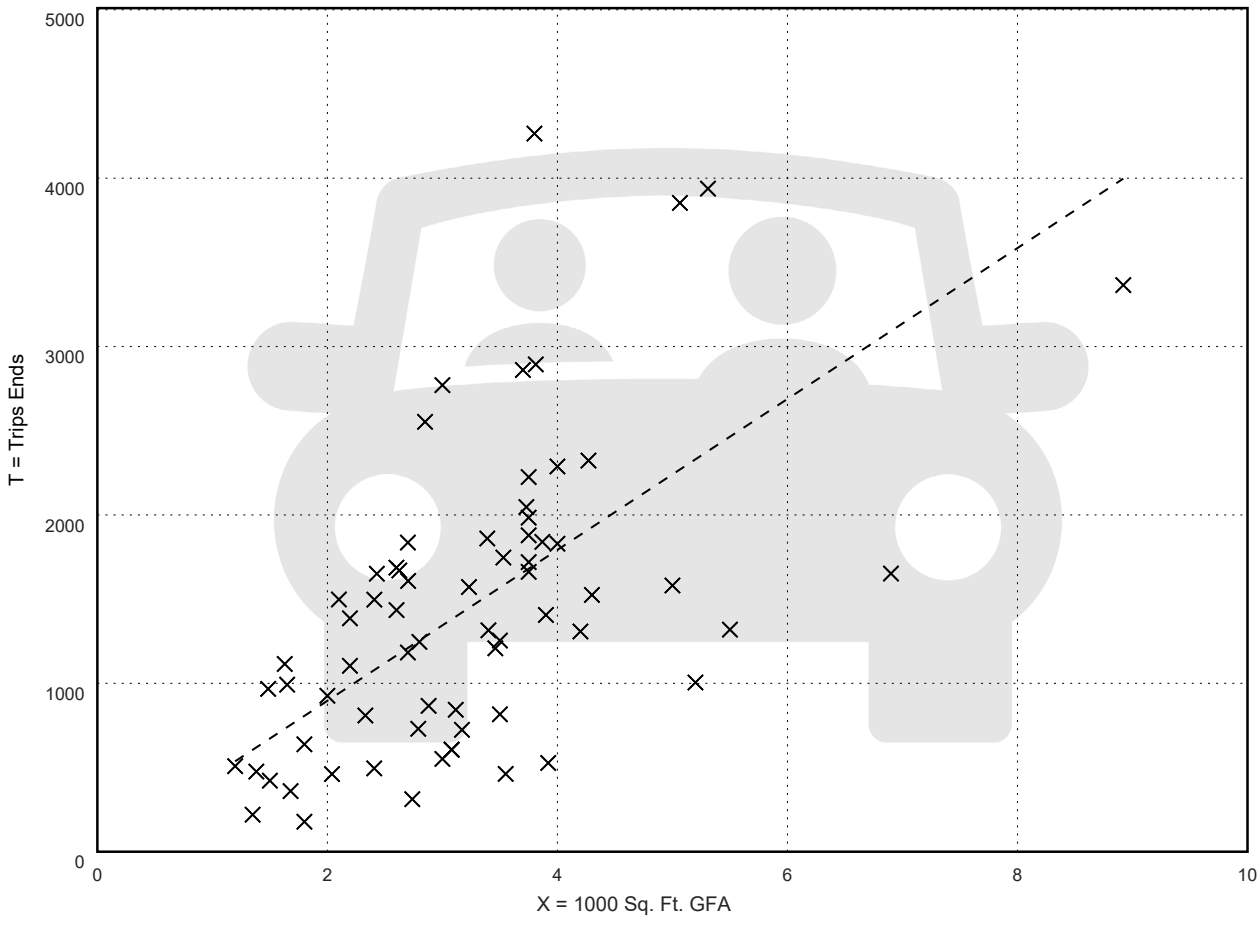
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 68
Avg. 1000 Sq. Ft. GFA: 3
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
448.12	98.89 - 1122.37	217.66

Data Plot and Equation



Fitted Curve Equation: Not Given

R^2= *

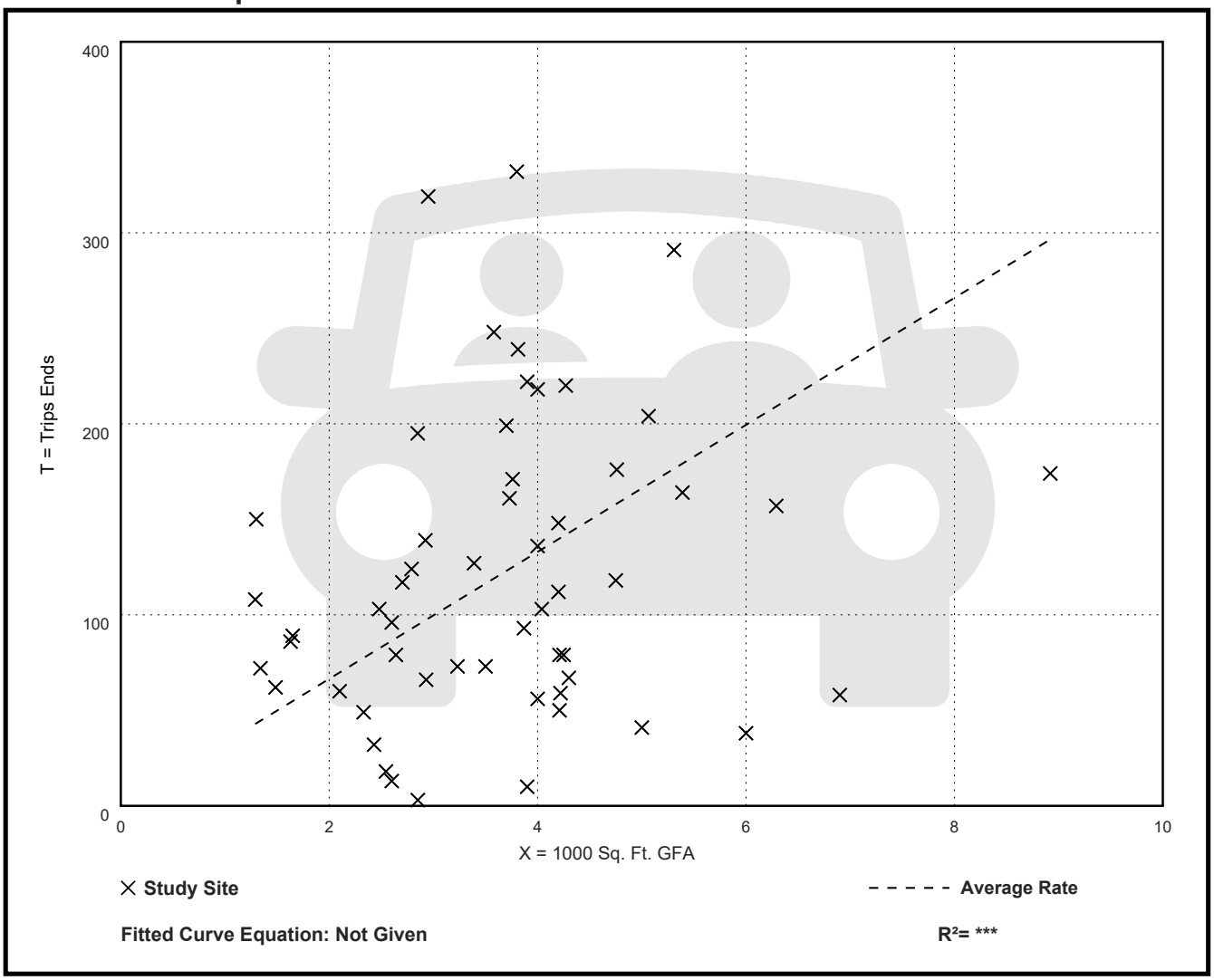
Fast-Food Restaurant with Drive-Through Window (934)

Vehicle Trip Ends vs:	**1000 Sq. Ft. GFA**
On a:	**Weekday,**
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 7 and 9 a.m.
Setting/Location:	**General Urban/Suburban**
Number of Studies:	55
Avg. 1000 Sq. Ft. GFA:	4
Directional Distribution:	51% entering, 49% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
33.24	1.05 - 115.38	22.70

Data Plot and Equation



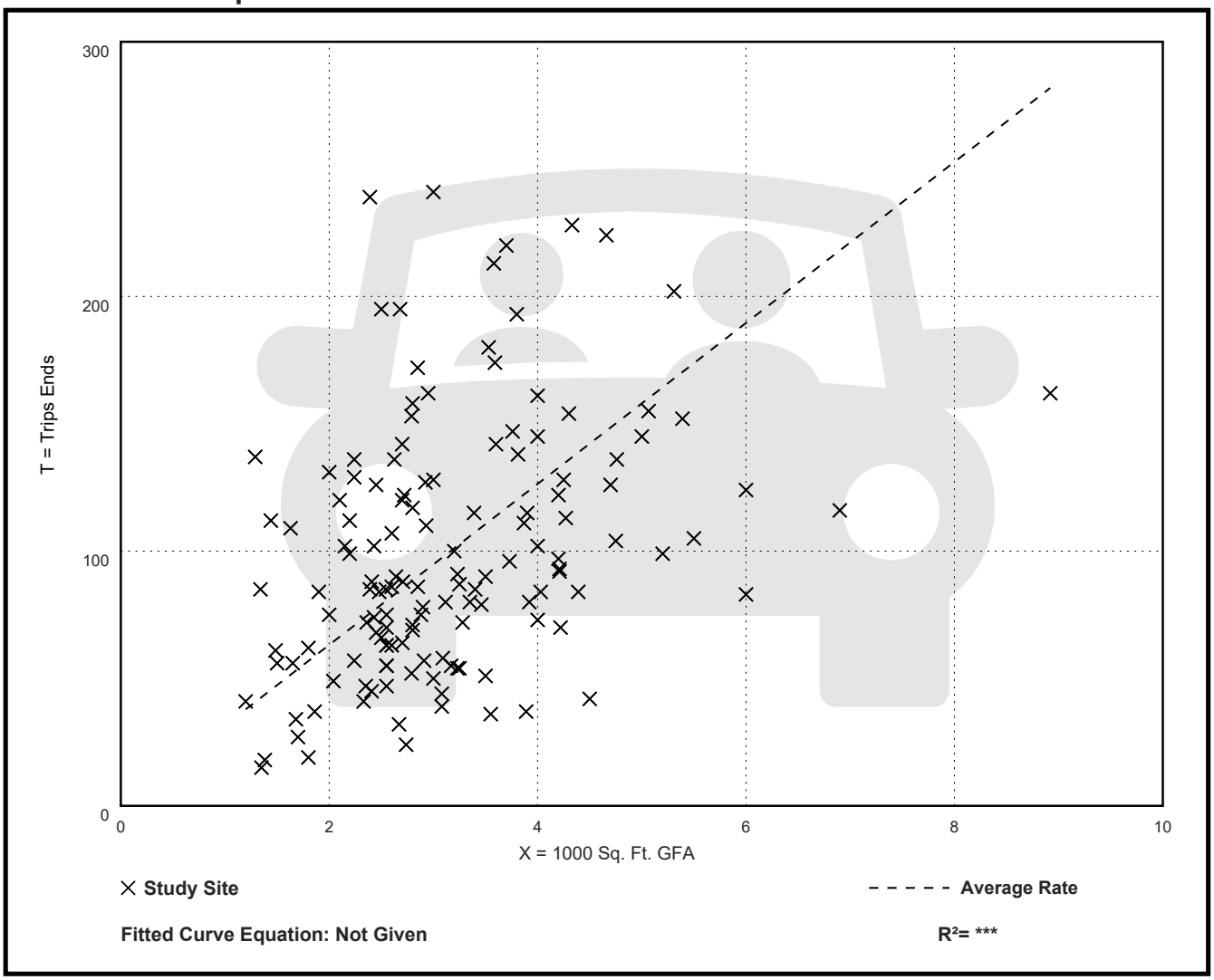
Fast-Food Restaurant with Drive-Through Window (934)

Vehicle Trip Ends vs:	**1000 Sq. Ft. GFA**
On a:	**Weekday,**
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 4 and 6 p.m.
Setting/Location:	**General Urban/Suburban**
Number of Studies:	139
Avg. 1000 Sq. Ft. GFA:	3
Directional Distribution:	52% entering, 48% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
31.60	8.77 - 106.20	16.21

Data Plot and Equation



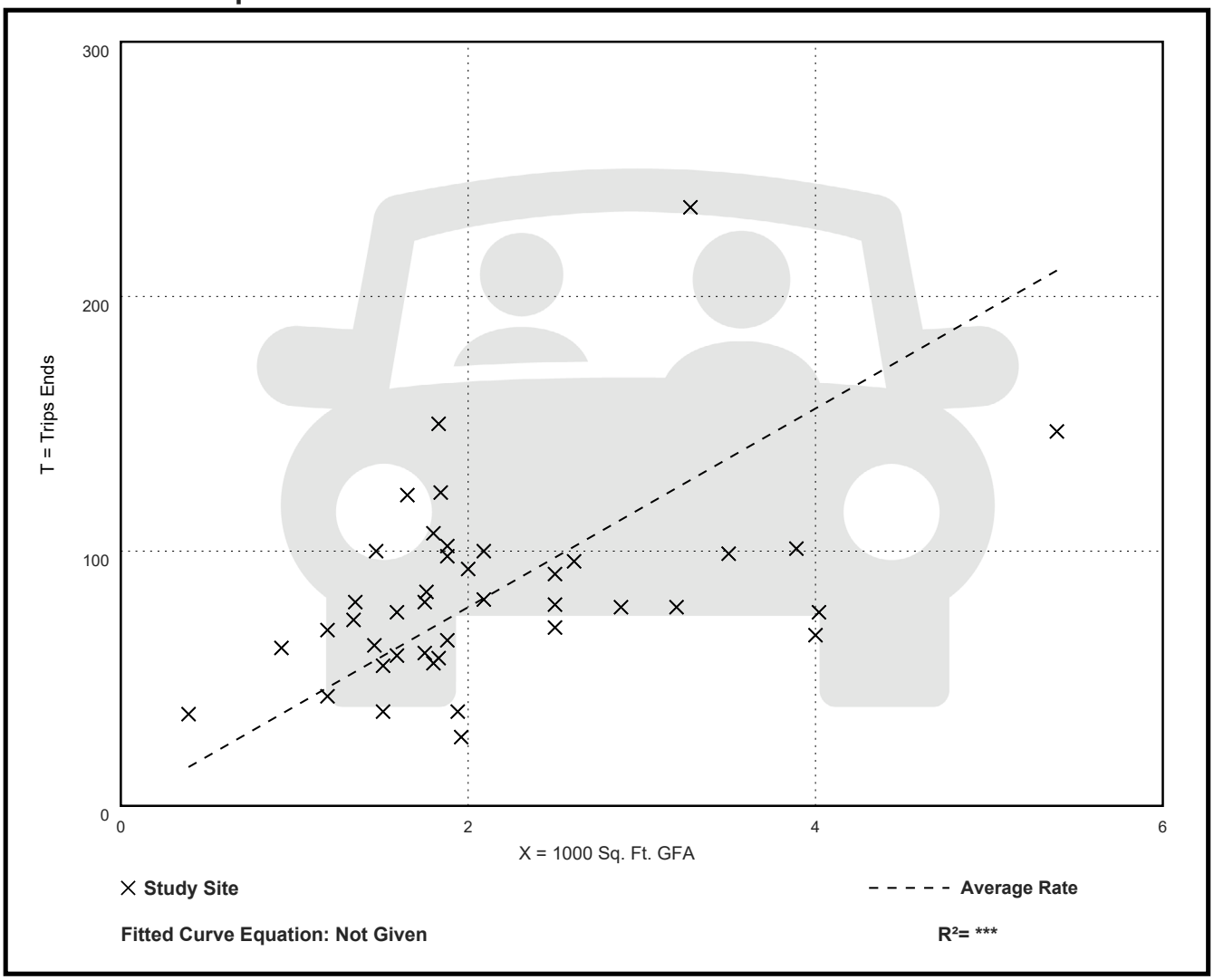
Coffee/Donut Shop with Drive-Through Window (937)

Vehicle Trip Ends vs:	**1000 Sq. Ft. GFA**
On a:	**Weekday,**
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 4 and 6 p.m.
Setting/Location:	**General Urban/Suburban**
Number of Studies:	41
Avg. 1000 Sq. Ft. GFA:	2
Directional Distribution:	50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
39.00	13.78 - 92.31	17.60

Data Plot and Equation



Land Use: 720
Medical-Dental Office Building

Description

A medical-dental office building is a facility or clinic with one or more tenants that provides diagnoses and outpatient care on a routine basis. Tenants range from individual private physicians and dentists to large medical practices. Patient visits are by appointment only. Walk-in clinic (Land Use 630) is a related use.

Land Use Subcategory

Analysis of medical-dental office building data found that trip generation rates differ measurably between sites located within or adjacent to a hospital campus and sites that are stand-alone. Data plots are presented for these two land use subcategories.

Additional Data

The sites were surveyed in the 1990s, the 2000s, the 2010s, and the 2020s in California, Connecticut, Hawaii, Minnesota, New Jersey, New York, Oregon, Pennsylvania, South Dakota, Texas, Washington, and Wisconsin.

Source Numbers

357, 384, 444, 509, 601, 867, 879, 901, 902, 908, 959, 1208, 1219, 1241

Medical-Dental Office Building - Stand-Alone (720)

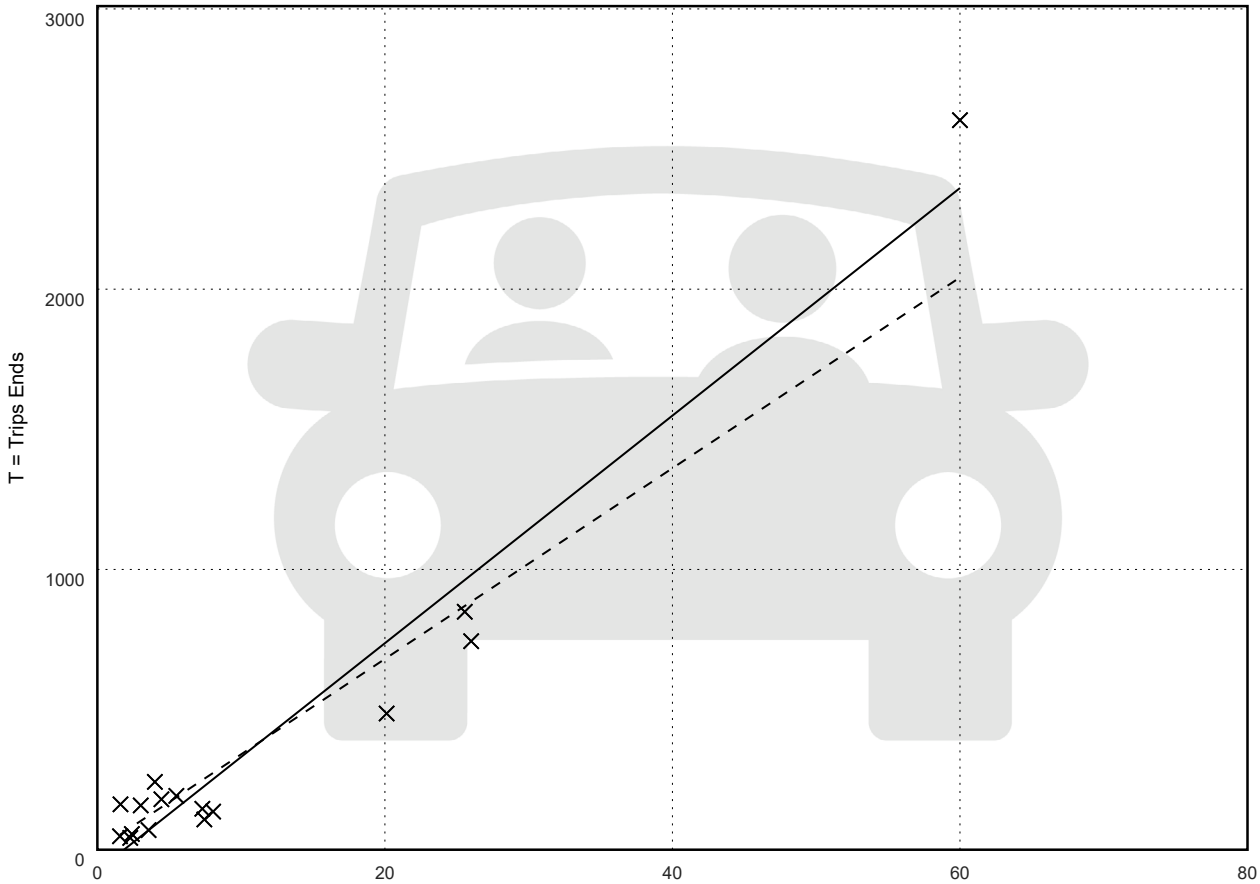
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 16
Avg. 1000 Sq. Ft. GFA: 11
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
34.03	14.52 - 100.75	12.64

Data Plot and Equation



Fitted Curve Equation: T = 40.60(X) - 75.15

R^2= 0.95

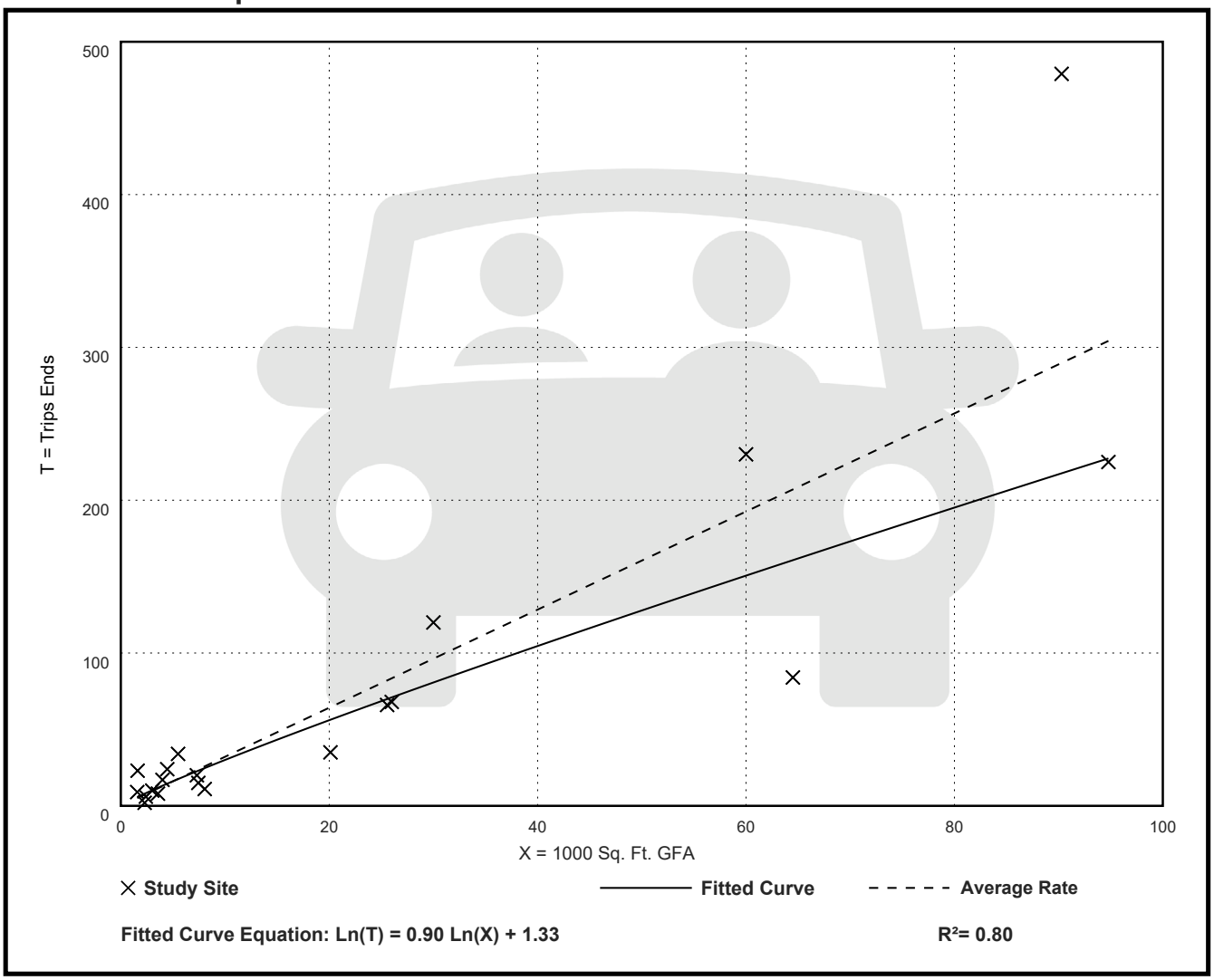
Medical-Dental Office Building - Stand-Alone (720)

Vehicle Trip Ends vs:	**1000 Sq. Ft. GFA**
On a:	**Weekday,**
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 7 and 9 a.m.
Setting/Location:	**General Urban/Suburban**
Number of Studies:	20
Avg. 1000 Sq. Ft. GFA:	23
Directional Distribution:	78% entering, 22% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
3.21	0.87 - 14.30	1.61

Data Plot and Equation



Fitted Curve Equation: Ln(T) = 0.90 Ln(X) + 1.33

R^2= 0.80

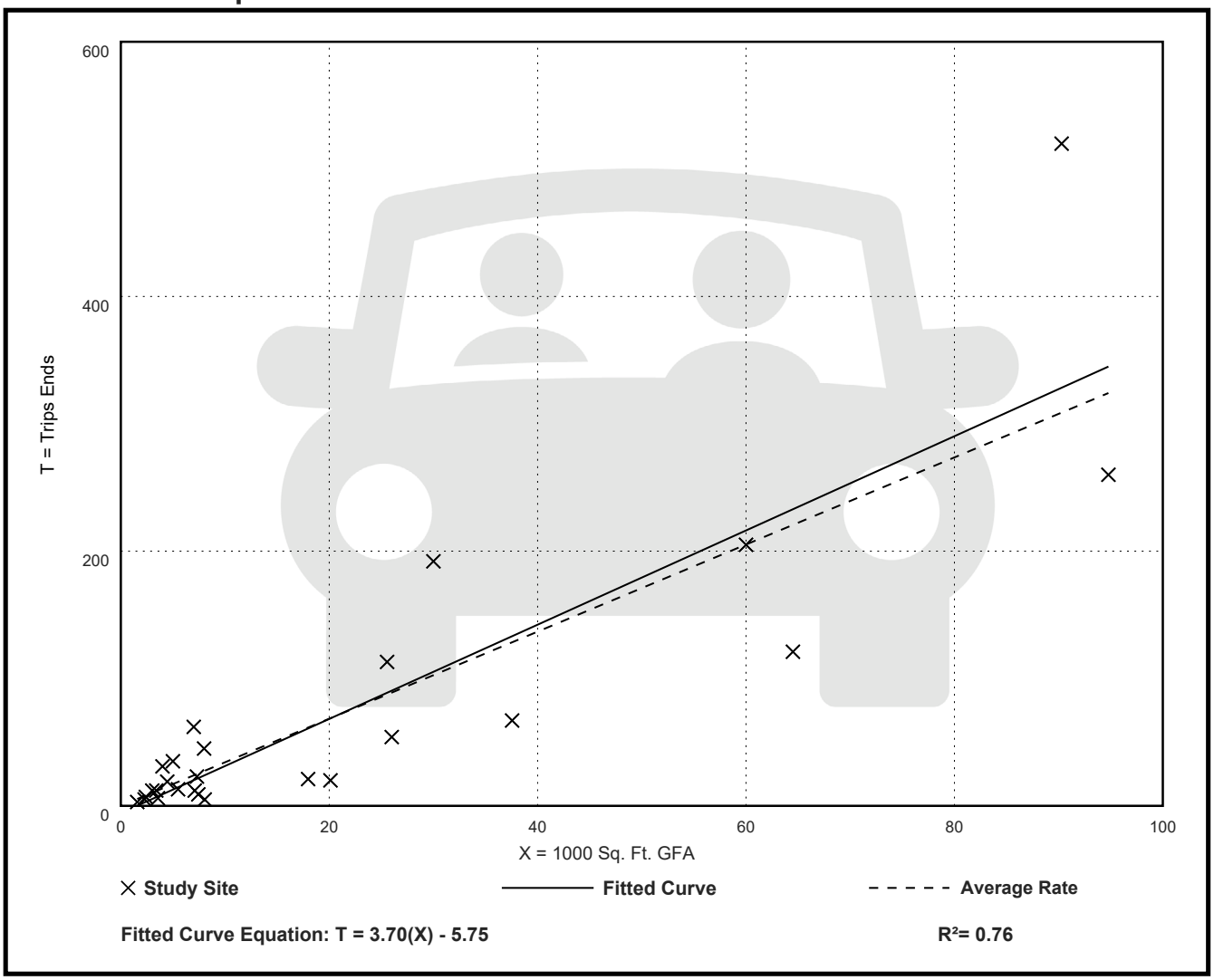
Medical-Dental Office Building - Stand-Alone (720)

Vehicle Trip Ends vs:	**1000 Sq. Ft. GFA**
On a:	**Weekday,**
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 4 and 6 p.m.
Setting/Location:	**General Urban/Suburban**
Number of Studies:	26
Avg. 1000 Sq. Ft. GFA:	21
Directional Distribution:	30% entering, 70% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
3.42	0.62 - 8.86	1.89

Data Plot and Equation



Fitted Curve Equation: T = 3.70(X) - 5.75

R^2= 0.76

Land Use: 933
Fast-Food Restaurant without Drive-Through Window

Description

This land use includes any fast-food restaurant without a drive-through window. This type of restaurant is characterized by a large carry-out clientele, long hours of service (some are open for breakfast, all are open for lunch and dinner, some are open late at night or 24 hours a day) and high turnover rates for eat-in customers. These limited-service eating establishments do not offer table service. A patron generally orders from a menu board and pays before receiving the meal. A typical duration of stay for an eat-in customer is less than 30 minutes.

Additional Data

If the restaurant has outdoor seating, its area is not included in the overall gross floor area. For a restaurant that has significant outdoor seating, the number of seats may be more reliable than GFA as an independent variable on which to establish a trip generation rate.

The sites were surveyed in the 2010s in Pennsylvania and Texas.

Source Numbers

885, 886, 1020

Fast-Food Restaurant without Drive-Through Window
(933)

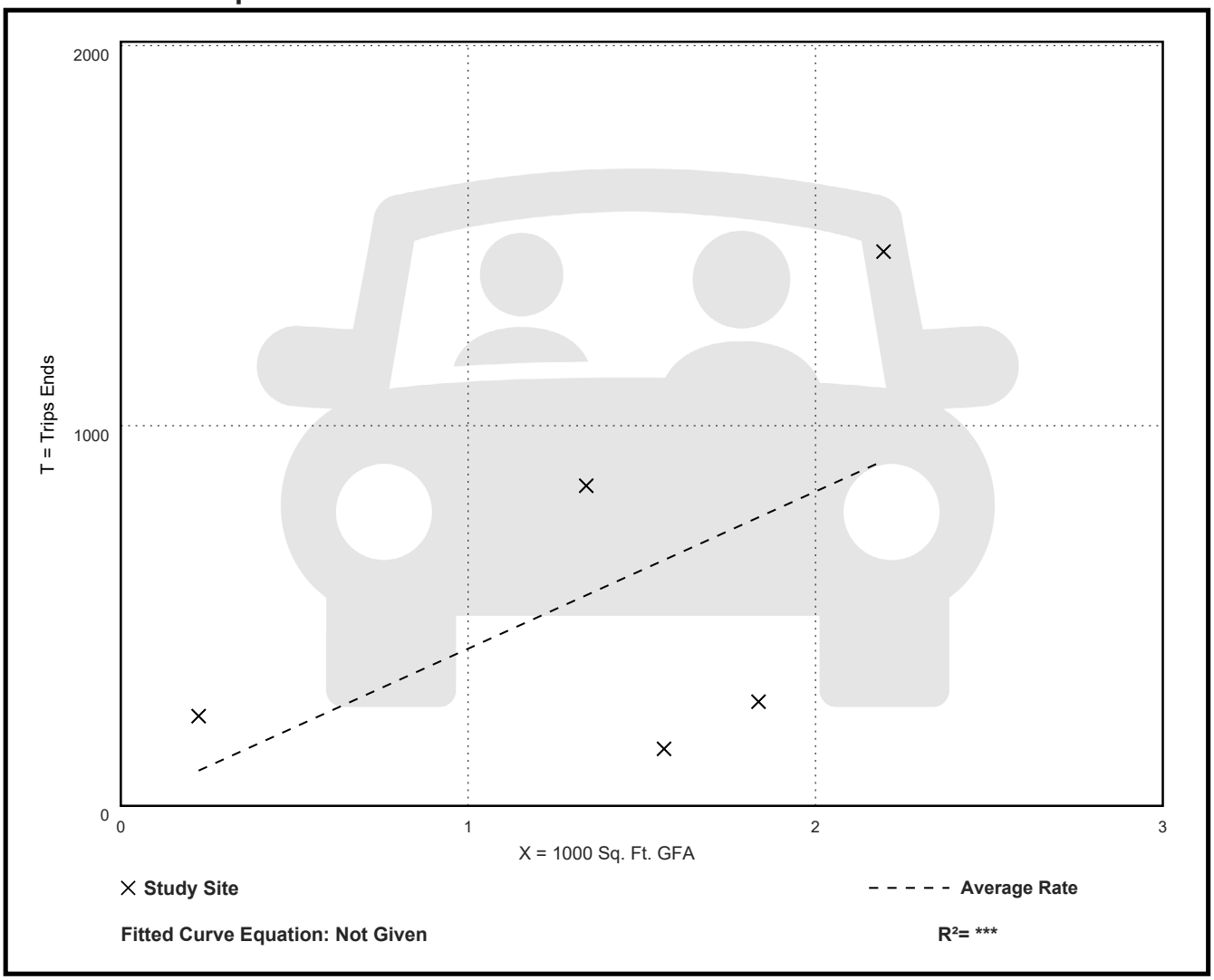
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 5
Avg. 1000 Sq. Ft. GFA: 1
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
413.41	95.91 - 1053.57	317.47

Data Plot and Equation



Fitted Curve Equation: Not Given

R^2= ***

Fast-Food Restaurant without Drive-Through Window
(933)

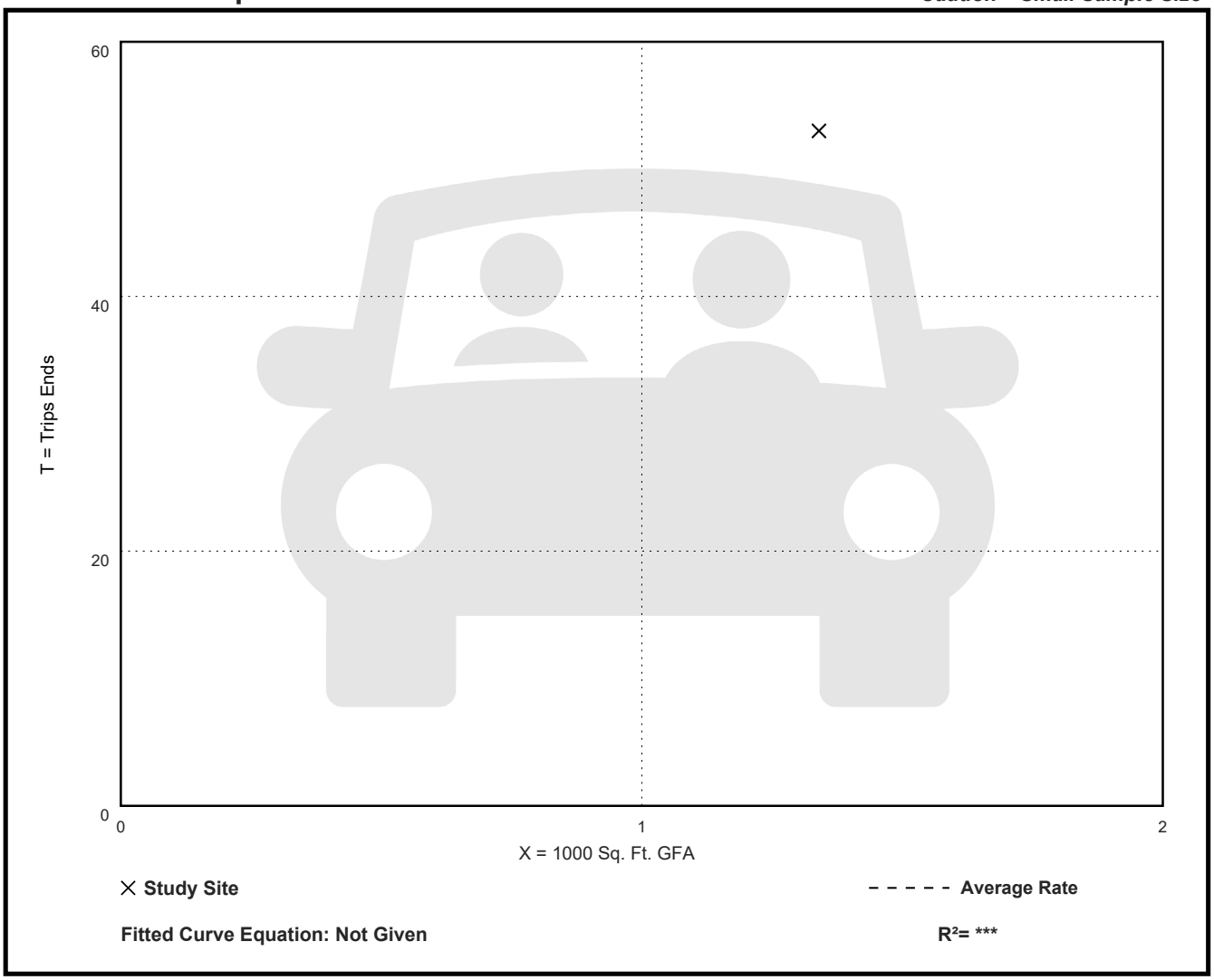
Vehicle Trip Ends vs:	**1000 Sq. Ft. GFA**
On a:	**Weekday,**
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 7 and 9 a.m.
Setting/Location:	**General Urban/Suburban**
Number of Studies:	1
Avg. 1000 Sq. Ft. GFA:	1
Directional Distribution:	45% entering, 55% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
39.55	39.55 - 39.55	***

Data Plot and Equation

Caution – Small Sample Size



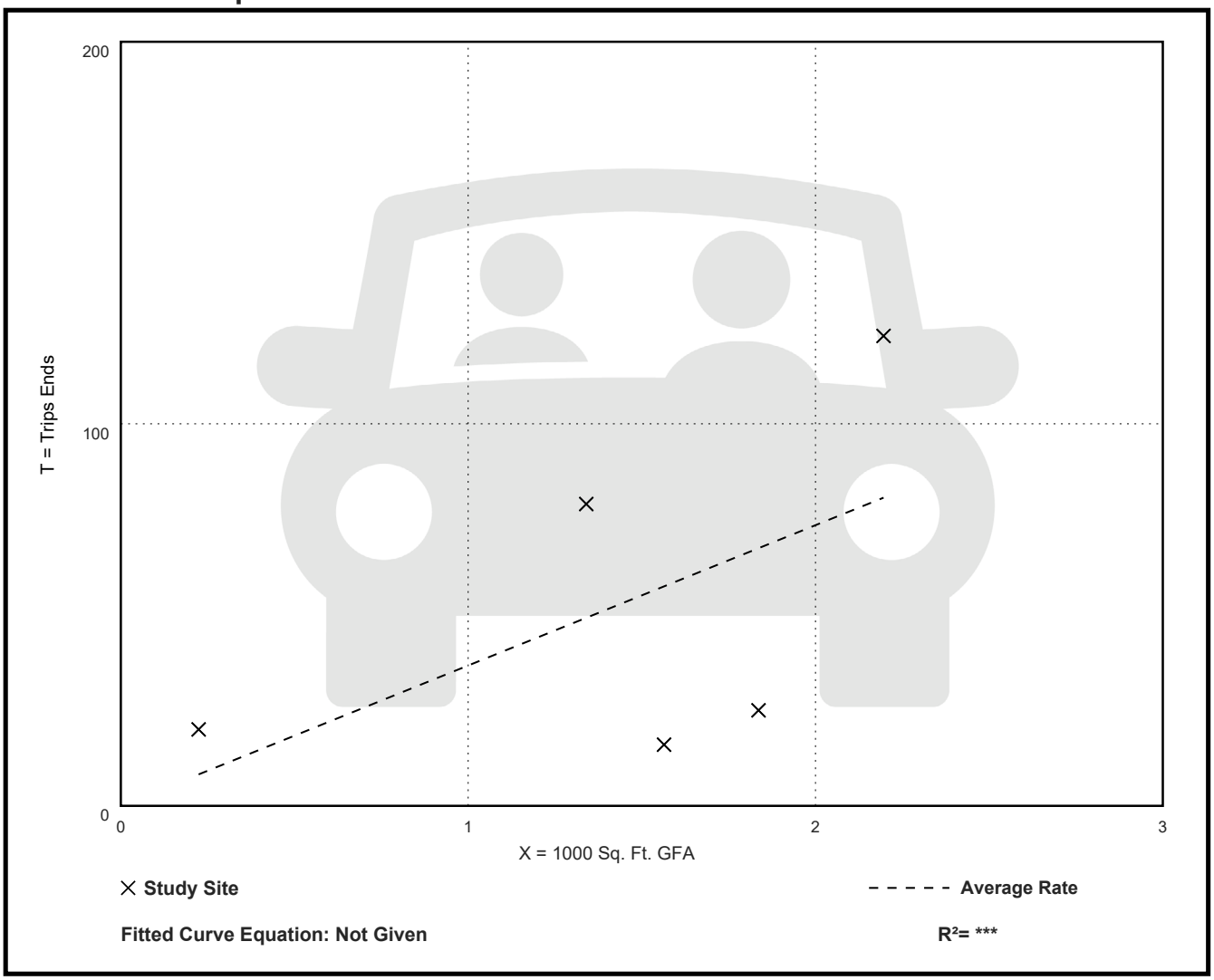
Fast-Food Restaurant without Drive-Through Window
(933)

Vehicle Trip Ends vs:	**1000 Sq. Ft. GFA**
On a:	**Weekday,**
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 4 and 6 p.m.
Setting/Location:	**General Urban/Suburban**
Number of Studies:	5
Avg. 1000 Sq. Ft. GFA:	1
Directional Distribution:	48% entering, 52% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
36.73	10.23 - 89.29	27.00

Data Plot and Equation



APPENDIX K
Internal Capture

Internal Capture Reduction Calculations

Methodology for A.M. Peak Hour and P.M. Peak Hour
based on the *Trip Generation Handbook* , 3rd Edition, published by the Institute of Transportation Engineers

Methodology for Daily
based on the average of the Unconstrained Rates for the A.M. Peak Hour and P.M. Peak Hour

SUMMARY

GROSS TRIP GENERATION

INPUT

Land Use	Daily		A.M. Peak Hour		P.M. Peak Hour	
	Enter	Exit	Enter	Exit	Enter	Exit
Office	34	33	9	3	2	5
Retail	2,818	2,818	130	86	256	267
Restaurant	790	788	65	73	63	65
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	0	0	0	0	0
Hotel	0	0	0	0	0	0
	3,642	3,639	204	162	321	337

INTERNAL TRIPS

OUTPUT

Land Use	Daily		A.M. Peak Hour		P.M. Peak Hour	
	Enter	Exit	Enter	Exit	Enter	Exit
Office	13	19	1	3	2	1
Retail	225	318	11	11	28	19
Restaurant	323	224	13	11	18	28
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	0	0	0	0	0
Hotel	0	0	0	0	0	0
	561	561	25	25	48	48
% Reduction	15.4%		13.7%		14.6%	

EXTERNAL TRIPS

OUTPUT

Land Use	Daily		A.M. Peak Hour		P.M. Peak Hour	
	Enter	Exit	Enter	Exit	Enter	Exit
Office	21	14	8	0	0	4
Retail	2,593	2,500	119	75	228	248
Restaurant	467	564	52	62	45	37
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	0	0	0	0	0
Hotel	0	0	0	0	0	0
	3,081	3,078	179	137	273	289

DAILY

GROSS TRIP GENERATION

DAILY

Land Use	Daily	
	Enter	Exit
Office	34	33
Retail	2,818	2,818
Restaurant	790	788
Cinema/Entertainment	0	0
Residential	0	0
Hotel	0	0
	3,642	3,639

Estimated Trip Origins within a Mixed-Use Development (Daily)
(Average of A.M. Peak Hour and P.M. Peak Hour)

DAILY

Origin Land Use	Destination Land Use					
	Office	Retail	Restaurant	Cinema/Ent.	Residential	Hotel
Office		24%	34%	0%	2%	0%
Retail	16%		21%	2%	20%	3%
Restaurant	17%	28%		4%	11%	5%
Cinema/Entertainment	1%	11%	16%		4%	1%
Residential	3%	22%	21%	0%		2%
Hotel	38%	15%	39%	0%	1%	

Estimated Trip Destinations within a Mixed-Use Development (Daily)
(Average of A.M. Peak Hour and P.M. Peak Hour)

DAILY

Origin Land Use	Destination Land Use					
	Office	Retail	Restaurant	Cinema/Ent.	Residential	Hotel
Office		20%	13%	1%	2%	0%
Retail	18%		40%	13%	24%	9%
Restaurant	22%	29%		16%	11%	38%
Cinema/Entertainment	3%	2%	2%		2%	1%
Residential	30%	14%	17%	0%		6%
Hotel	2%	3%	6%	0%	0%	

*** BASED ON EXIT ***

DAILY

(Exit) Land Use	(Enter) Land Use					
	Office	Retail	Restaurant	Cinema/Ent.	Residential	Hotel
Office		8	11	0	0	0
Retail	437		592	56	564	70
Restaurant	134	217		32	87	39
Cinema/Entertainment	0	0	0		0	0
Residential	0	0	0	0		0
Hotel	0	0	0	0	0	

*** BASED ON ENTER ***

DAILY

(Exit) Land Use	(Enter) Land Use					
	Office	Retail	Restaurant	Cinema/Ent.	Residential	Hotel
Office		564	99	0	0	0
Retail	6		312	0	0	0
Restaurant	7	817		0	0	0
Cinema/Entertainment	1	56	12		0	0
Residential	10	380	134	0		0
Hotel	1	85	43	0	0	

*** MINIMUM ***

DAILY

(Exit) Land Use	(Enter) Land Use					
	Office	Retail	Restaurant	Cinema/Ent.	Residential	Hotel
Office		8	11	0	0	0
Retail	6		312	0	0	0
Restaurant	7	217		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	0	0	0	0		0
Hotel	0	0	0	0	0	

INTERNAL TRIPS

DAILY

Land Use	Daily	
	Enter	Exit
Office	13	19
Retail	225	318
Restaurant	323	224
Cinema/Entertainment	0	0
Residential	0	0
Hotel	0	0
	561	561

A.M. PEAK HOUR

GROSS TRIP GENERATION

A.M. PEAK

Land Use	A.M. Peak Hour	
	Enter	Exit
Office	9	3
Retail	130	86
Restaurant	65	73
Cinema/Entertainment	0	0
Residential	0	0
Hotel	0	0
	204	162

Table 6.1 Unconstrained Internal Person Trip Capture Rates
for Trip Origins within a Mixed-Use Development (A.M. Peak Hour)

A.M. PEAK

Origin Land Use	Destination Land Use					
	Office	Retail	Restaurant	Cinema/Ent.	Residential	Hotel
Office		28%	63%	0%	1%	0%
Retail	29%		13%	0%	14%	0%
Restaurant	31%	14%		0%	4%	3%
Cinema/Entertainment	0%	0%	0%		0%	0%
Residential	2%	1%	20%	0%		0%
Hotel	75%	14%	9%	0%	0%	

Table 6.2 Unconstrained Internal Person Trip Capture Rates
for Trip Destinations within a Mixed-Use Development (A.M. Peak Hour)

A.M. PEAK

Origin Land Use	Destination Land Use					
	Office	Retail	Restaurant	Cinema/Ent.	Residential	Hotel
Office		32%	23%	0%	0%	0%
Retail	4%		50%	0%	2%	0%
Restaurant	14%	8%		0%	5%	4%
Cinema/Entertainment	0%	0%	0%		0%	0%
Residential	3%	17%	20%	0%		0%
Hotel	3%	4%	6%	0%	0%	

*** BASED ON EXIT ***

A.M. PEAK

(Exit) Land Use	(Enter) Land Use					
	Office	Retail	Restaurant	Cinema/Ent.	Residential	Hotel
Office		1	2	0	0	0
Retail	25		11	0	12	0
Restaurant	23	10		0	3	2
Cinema/Entertainment	0	0	0		0	0
Residential	0	0	0	0		0
Hotel	0	0	0	0	0	

*** BASED ON ENTER ***

A.M. PEAK

(Exit) Land Use	(Enter) Land Use					
	Office	Retail	Restaurant	Cinema/Ent.	Residential	Hotel
Office		42	15	0	0	0
Retail	0		33	0	0	0
Restaurant	1	10		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	0	22	13	0		0
Hotel	0	5	4	0	0	

*** MINIMUM ***

A.M. PEAK

(Exit) Land Use	(Enter) Land Use					
	Office	Retail	Restaurant	Cinema/Ent.	Residential	Hotel
Office		1	2	0	0	0
Retail	0		11	0	0	0
Restaurant	1	10		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	0	0	0	0		0
Hotel	0	0	0	0	0	

INTERNAL TRIPS

A.M. PEAK

Land Use	A. M. Peak Hour	
	Enter	Exit
Office	1	3
Retail	11	11
Restaurant	13	11
Cinema/Entertainment	0	0
Residential	0	0
Hotel	0	0
	25	25

P.M. PEAK HOUR

GROSS TRIP GENERATION

P.M. PEAK

Land Use	P.M. Peak Hour	
	Enter	Exit
Office	2	5
Retail	256	267
Restaurant	63	65
Cinema/Entertainment	0	0
Residential	0	0
Hotel	0	0
	321	337

Table 6.1 Unconstrained Internal Person Trip Capture Rates
for Trip Origins within a Mixed-Use Development (P.M. Peak Hour)

P.M. PEAK

Origin Land Use	Destination Land Use					
	Office	Retail	Restaurant	Cinema/Ent.	Residential	Hotel
Office		20%	4%	0%	2%	0%
Retail	2%		29%	4%	26%	5%
Restaurant	3%	41%		8%	18%	7%
Cinema/Entertainment	2%	21%	31%		8%	2%
Residential	4%	42%	21%	0%		3%
Hotel	0%	16%	68%	0%	2%	

Table 6.2 Unconstrained Internal Person Trip Capture Rates
for Trip Destinations within a Mixed-Use Development (P.M. Peak Hour)

P.M. PEAK

Origin Land Use	Destination Land Use					
	Office	Retail	Restaurant	Cinema/Ent.	Residential	Hotel
Office		8%	2%	1%	4%	0%
Retail	31%		29%	26%	46%	17%
Restaurant	30%	50%		32%	16%	71%
Cinema/Entertainment	6%	4%	3%		4%	1%
Residential	57%	10%	14%	0%		12%
Hotel	0%	2%	5%	0%	0%	

*** BASED ON EXIT ***

P.M. PEAK

(Exit) Land Use	(Enter) Land Use					
	Office	Retail	Restaurant	Cinema/Ent.	Residential	Hotel
Office		1	0	0	0	0
Retail	5		77	11	69	13
Restaurant	2	27		5	12	5
Cinema/Entertainment	0	0	0		0	0
Residential	0	0	0	0		0
Hotel	0	0	0	0	0	

*** BASED ON ENTER ***

P.M. PEAK

(Exit) Land Use	(Enter) Land Use					
	Office	Retail	Restaurant	Cinema/Ent.	Residential	Hotel
Office		20	1	0	0	0
Retail	1		18	0	0	0
Restaurant	1	128		0	0	0
Cinema/Entertainment	0	10	2		0	0
Residential	1	26	9	0		0
Hotel	0	5	3	0	0	

*** MINIMUM ***

P.M. PEAK

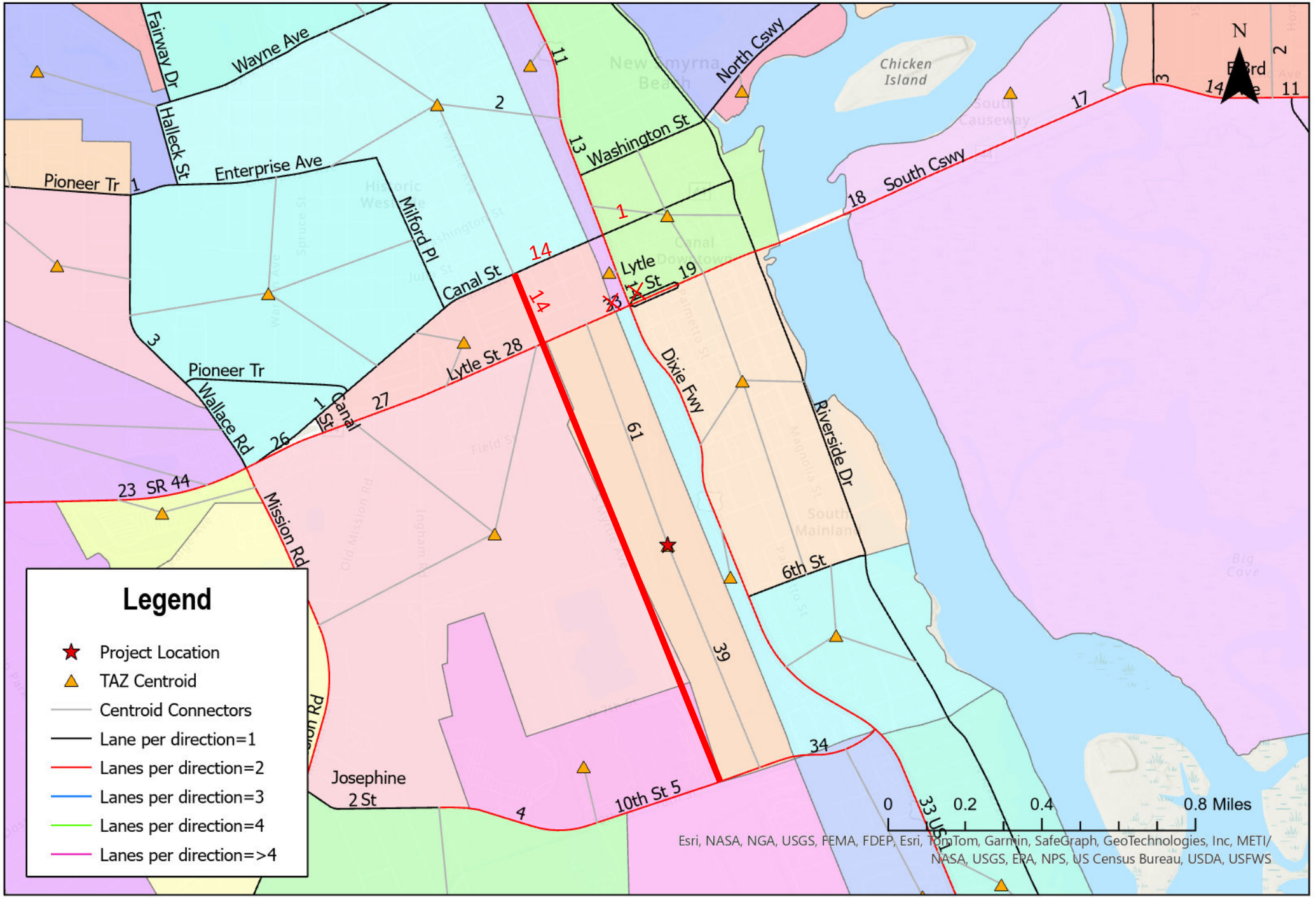
(Exit) Land Use	(Enter) Land Use					
	Office	Retail	Restaurant	Cinema/Ent.	Residential	Hotel
Office		1	0	0	0	0
Retail	1		18	0	0	0
Restaurant	1	27		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	0	0	0	0		0
Hotel	0	0	0	0	0	

INTERNAL TRIPS

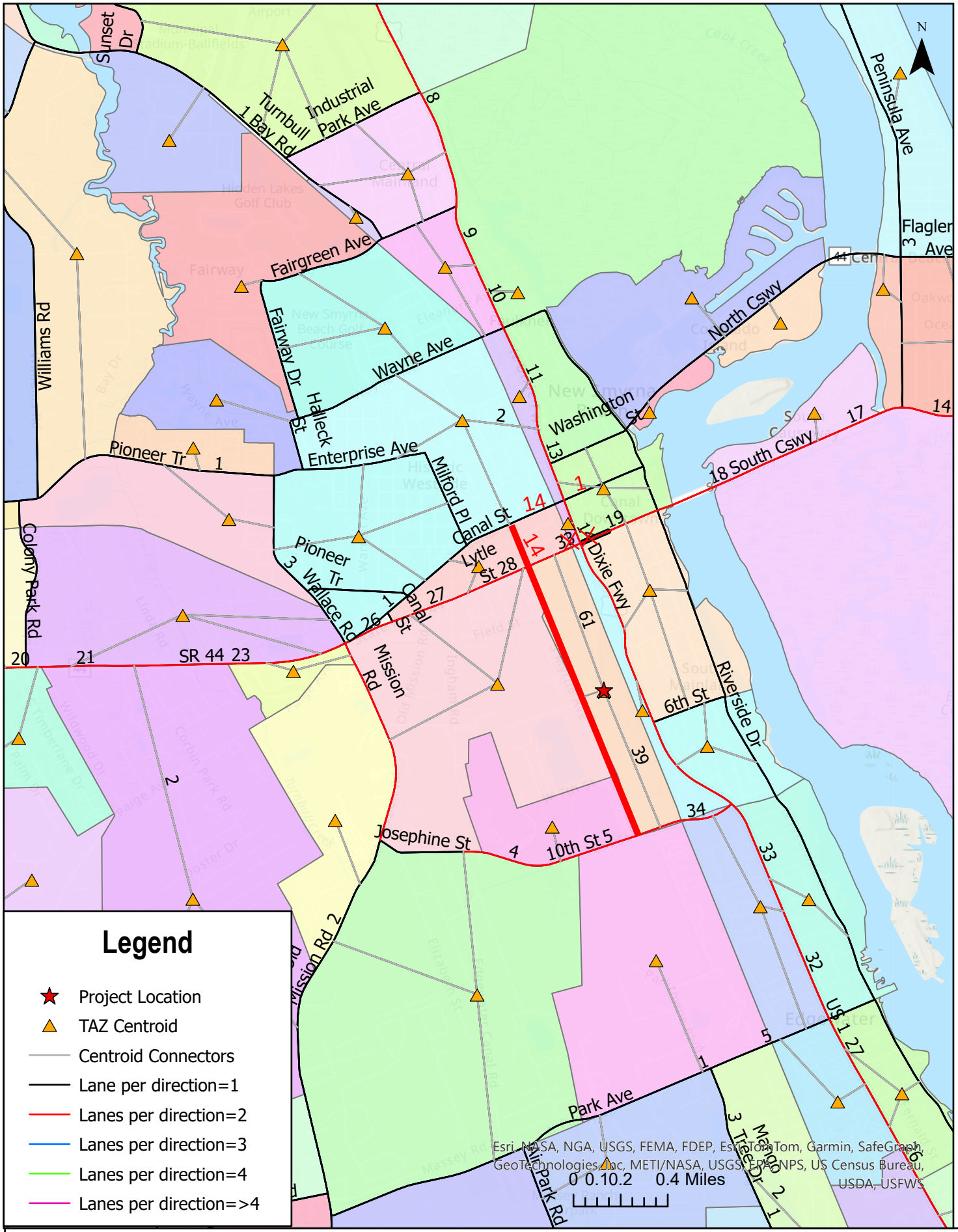
P.M. PEAK

Land Use	P.M. Peak Hour	
	Enter	Exit
Office	2	1
Retail	28	19
Restaurant	18	28
Cinema/Entertainment	0	0
Residential	0	0
Hotel	0	0
	48	48

APPENDIX L
CFRPM Model Output



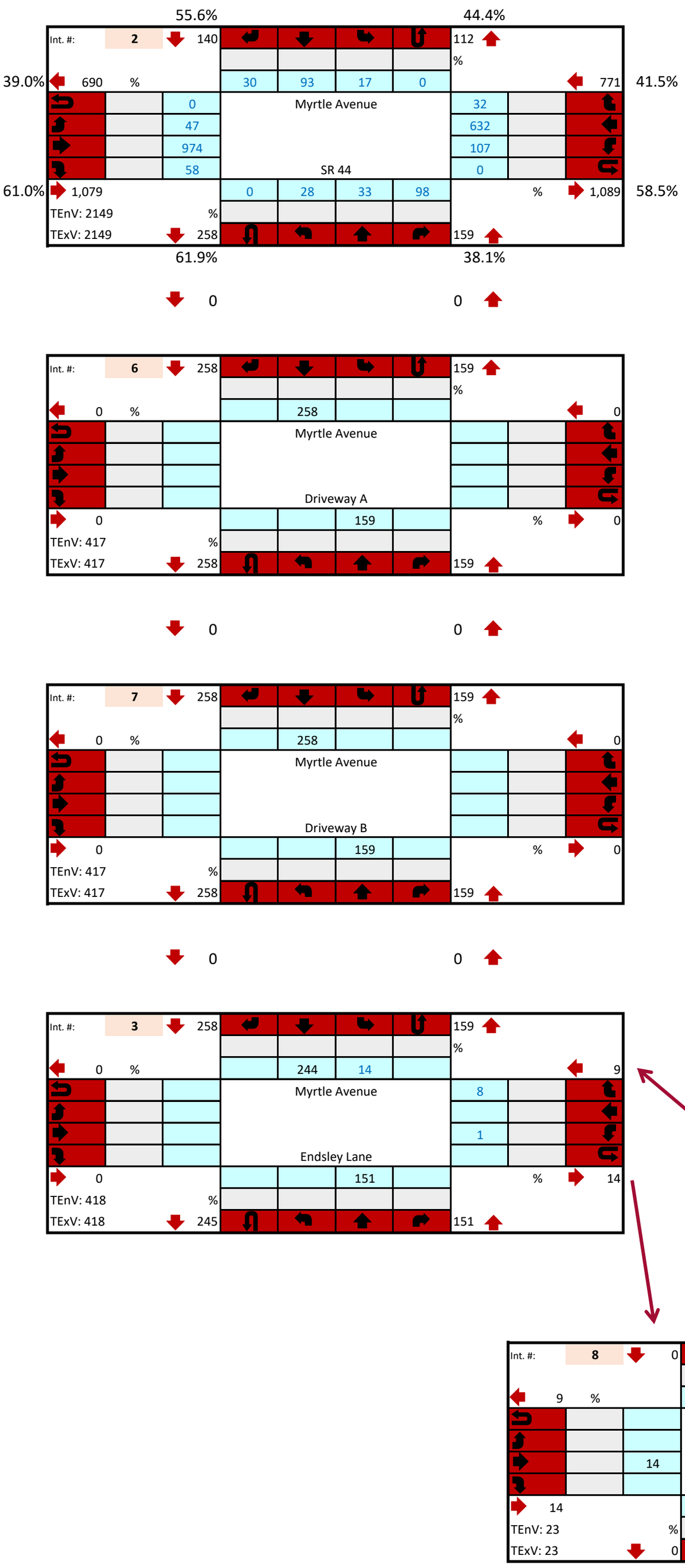
Project Trip Distribution - NSB Sprouts
CFRPMv7 - 2030 - 6/24/2026



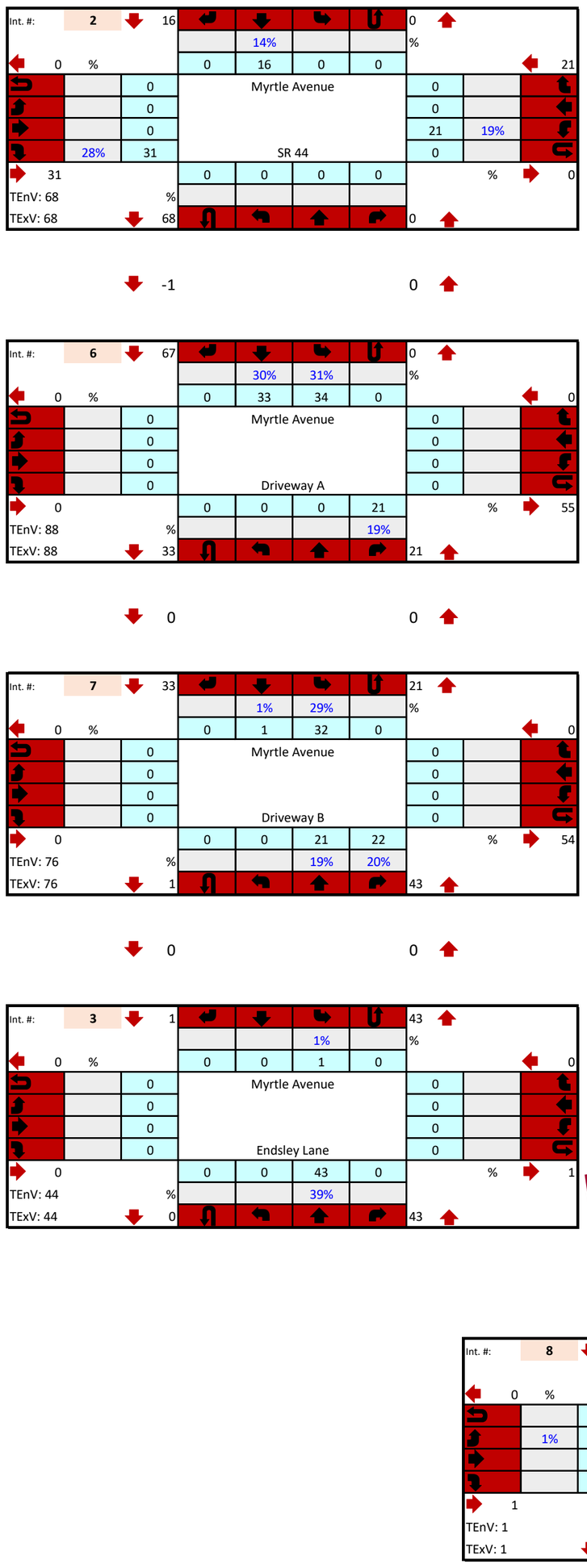
Project Trip Distribution - NSB Sprouts
CFRPMv7 - 2030 - 3/30/2026

APPENDIX M
Pass -By Distribution Worksheets

Future Background - AM Peak Hour



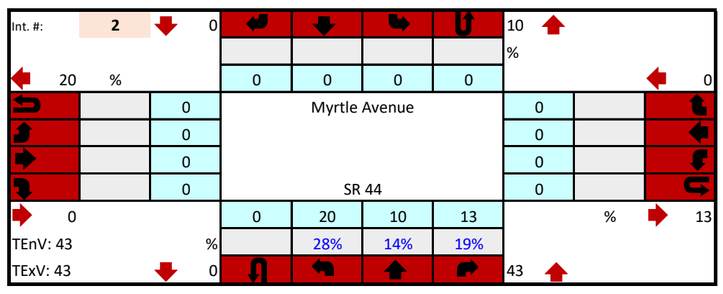
Net New External Ingress - AM Peak Hour



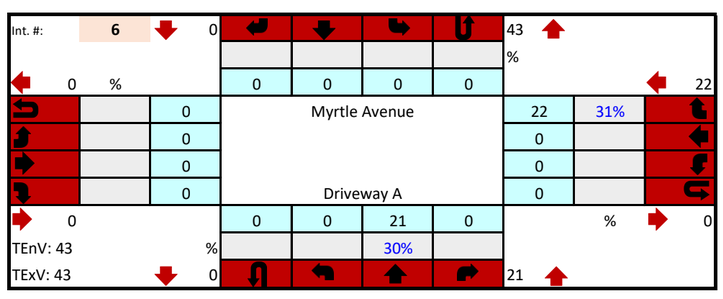
Trip Gen
Ingress
111
110 Check

Net New External Egress - AM Peak Hour

Trip Gen Egress	
70	
70	Check



0 0



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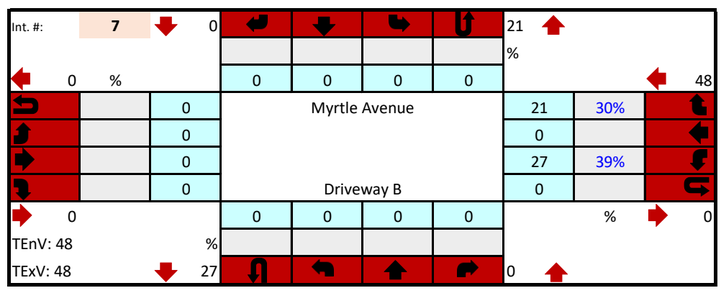

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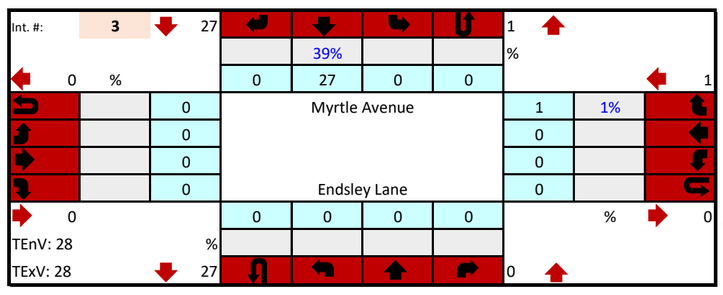
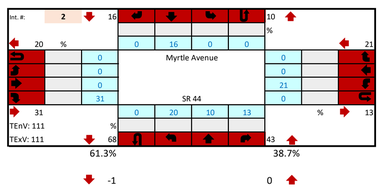
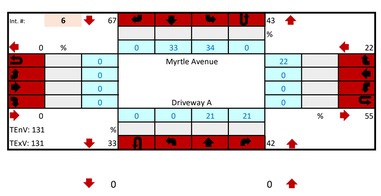




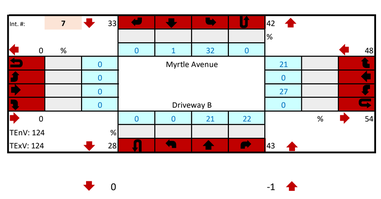
Total Pass-by Adjustments - AM Peak Hour



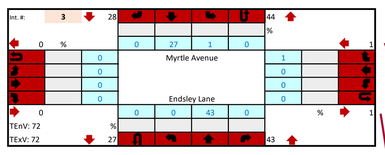
	Myrtle Avenue								SR 44							
	Northbound				Southbound				Eastbound				Westbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Trips	0	20	10	13	0	0	16	0	0	0	0	31	0	21	0	0



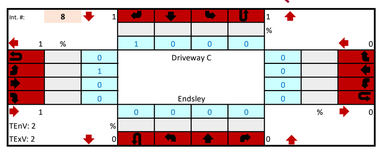
	Myrtle Avenue								Driveway A							
	Northbound				Southbound				Eastbound				Westbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Trips	0	0	21	21	0	34	33	0	0	0	0	0	0	0	0	22



	Myrtle Avenue								Driveway B							
	Northbound				Southbound				Eastbound				Westbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Trips	0	0	21	22	0	32	1	0	0	0	0	0	0	0	27	0	21

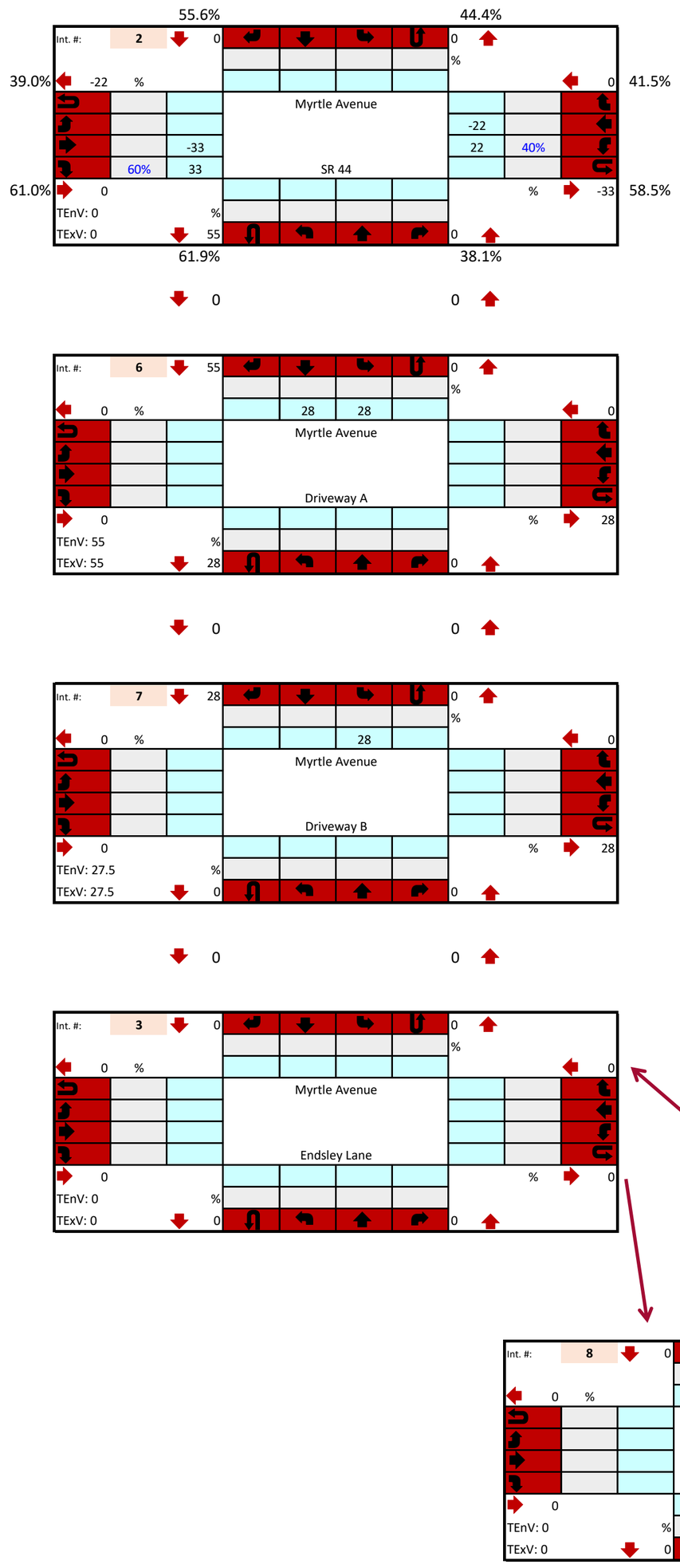


	Myrtle Avenue								Endsley Lane							
	Northbound				Southbound				Eastbound				Westbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Trips	0	0	43	0	0	1	27	0	0	0	0	0	0	0	0	1



	Driveway C								Endsley							
	Northbound				Southbound				Eastbound				Westbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Trips	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0

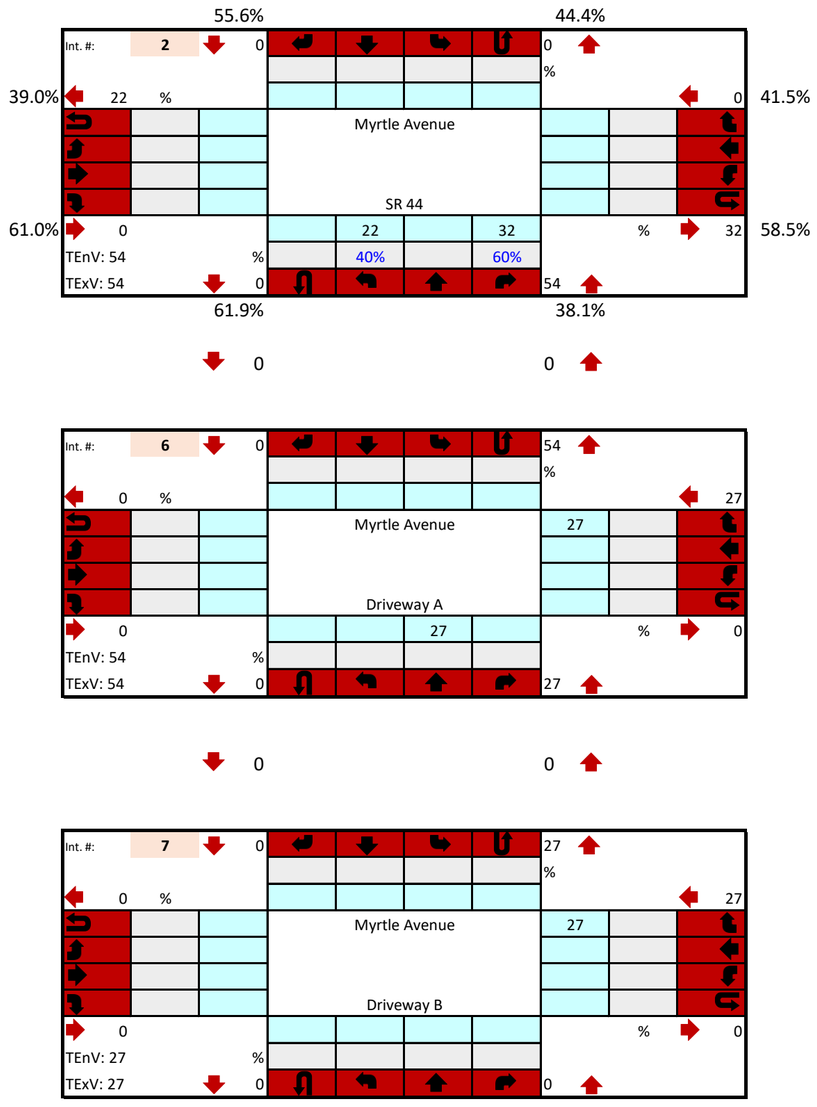
Ingress Pass-by from SR 44 - AM Peak Hour



Pass-By Trips

		In	Out	Total
100%	Total	68	67	135
19.1%	Myrtle	13	13	26
80.9%	SR 44	55	54	109
	Check	55	0	55

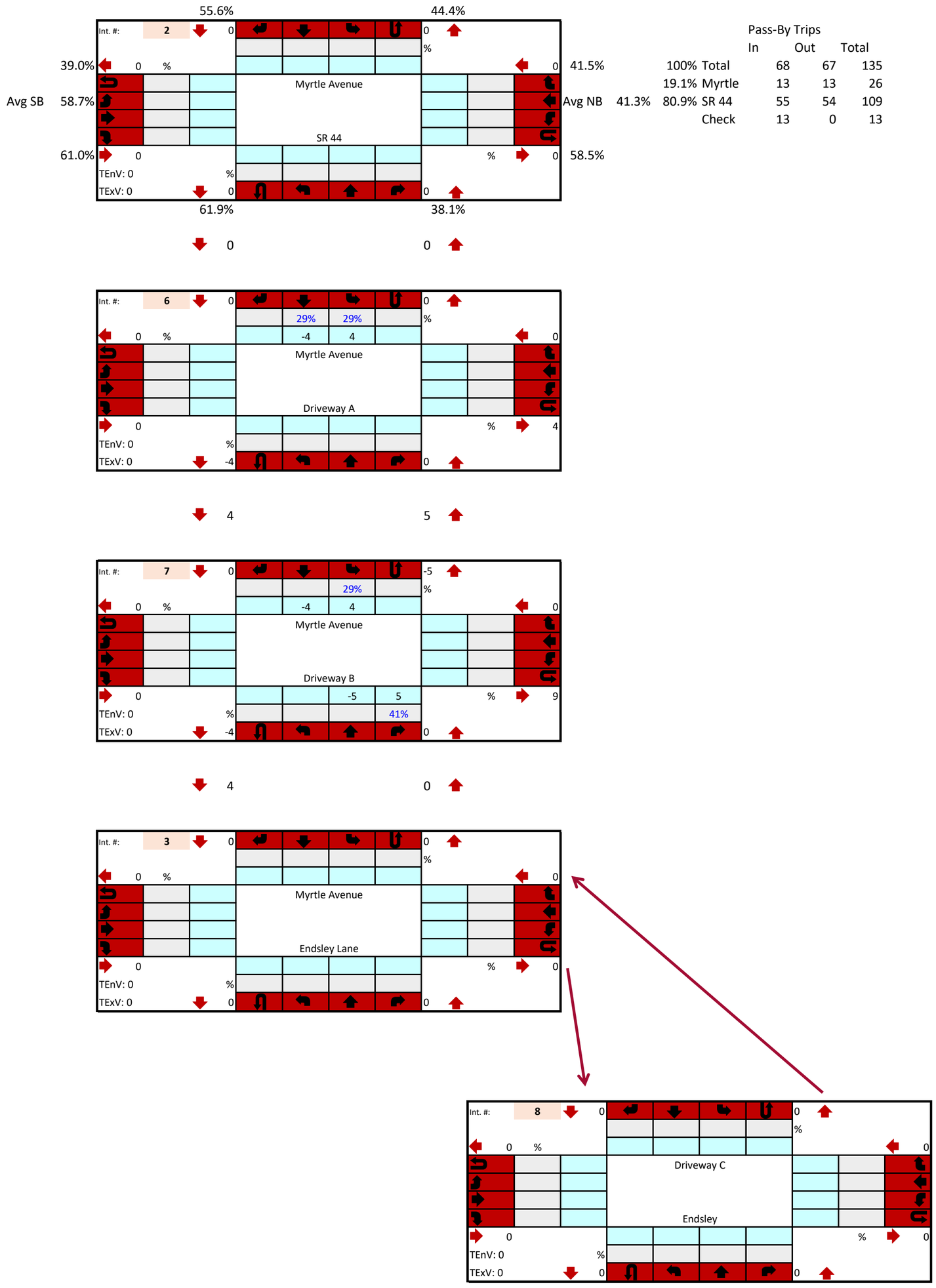
Egress Pass-by to SR 44 - AM Peak Hour



Pass-By Trips

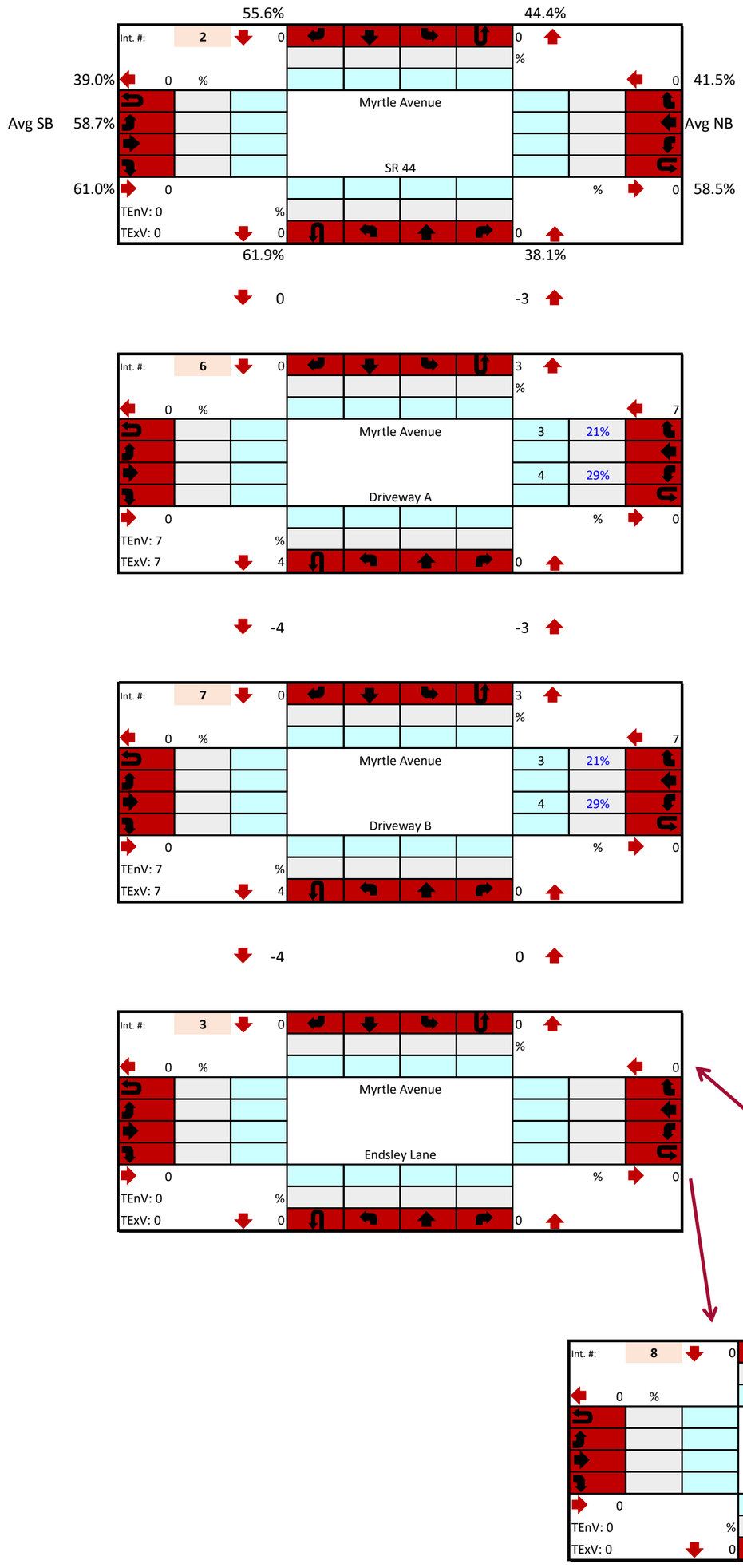
	In	Out	Total	% of Total
Total	**68**	**67**	**135**	**-**
Myrtle	*13*	*13*	26	19.1%
SR 44	*55*	*54*	109	80.9%
Check	0	54	54	

Ingress Pass-by from Myrtle - AM Peak Hour



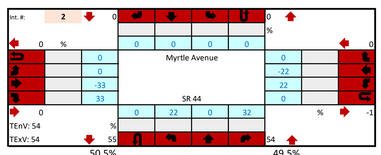
Pass-By Trips		In	Out	Total
100%	Total	68	67	135
19.1%	Myrtle	13	13	26
80.9%	SR 44	55	54	109
	Check	13	0	13

Egress Pass-by to Myrtle - AM Peak Hour

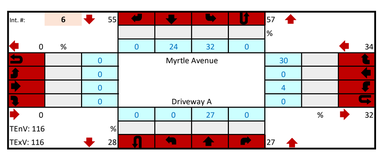


Pass-By Trips		In	Out	Total
100%	Total	68	67	135
19.1%	Myrtle	13	13	26
80.9%	SR 44	55	54	109
	Check	0	14	14

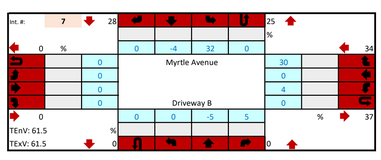
Total Pass-by Adjustments - AM Peak Hour



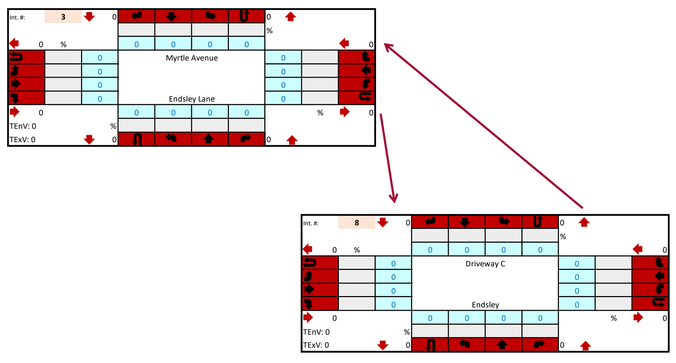
	Myrtle Avenue								SR 44							
	Northbound				Southbound				Eastbound				Westbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Trips	0	22	0	32	0	0	0	0	0	0	-33	33	0	22	-22	0



	Myrtle Avenue								Driveway A							
	Northbound				Southbound				Eastbound				Westbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Trips	0	0	27	0	0	32	24	0	0	0	0	0	0	4	0	30



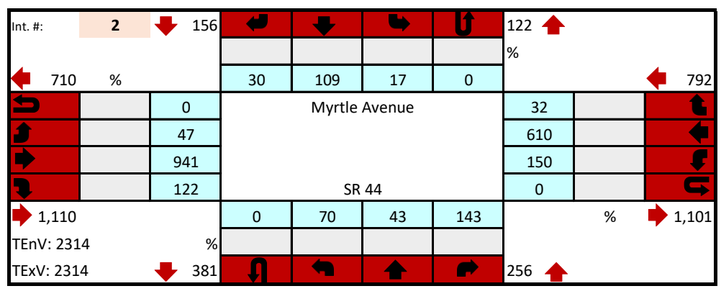
	Myrtle Avenue								Driveway B							
	Northbound				Southbound				Eastbound				Westbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Trips	0	0	-5	5	0	32	-4	0	0	0	0	0	0	4	0	30



	Myrtle Avenue								Endsley Lane							
	Northbound				Southbound				Eastbound				Westbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Trips	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

	Driveway C								Endsley							
	Northbound				Southbound				Eastbound				Westbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Trips	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Future Total - AM Peak Hour



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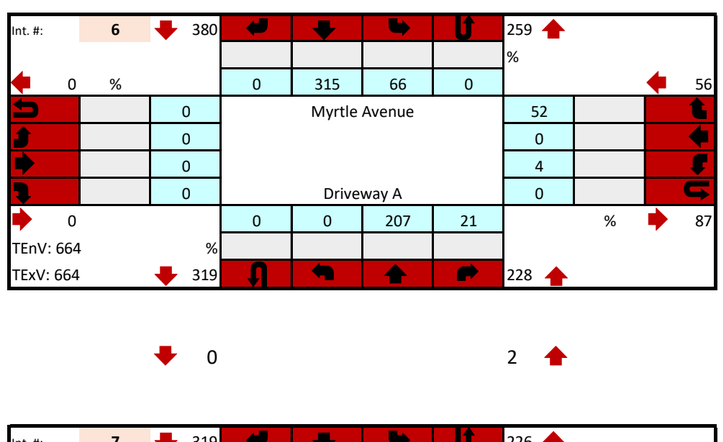

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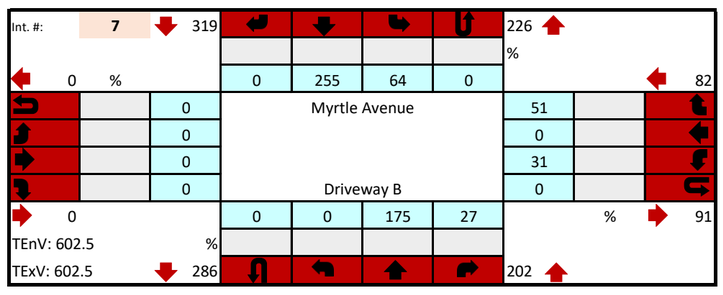

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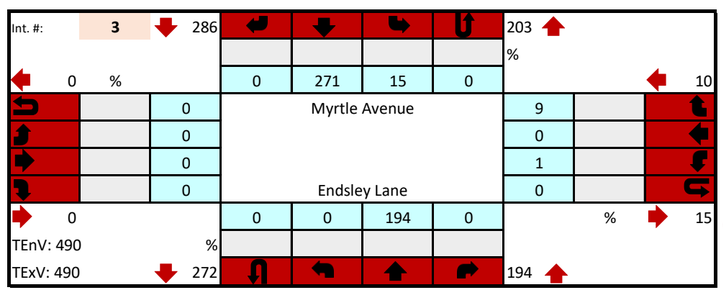
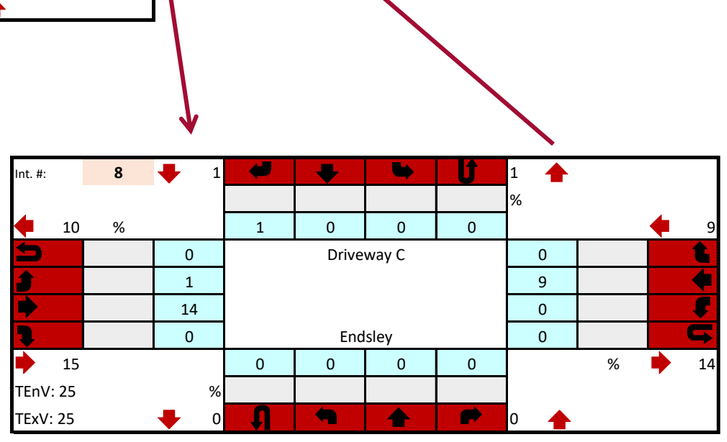
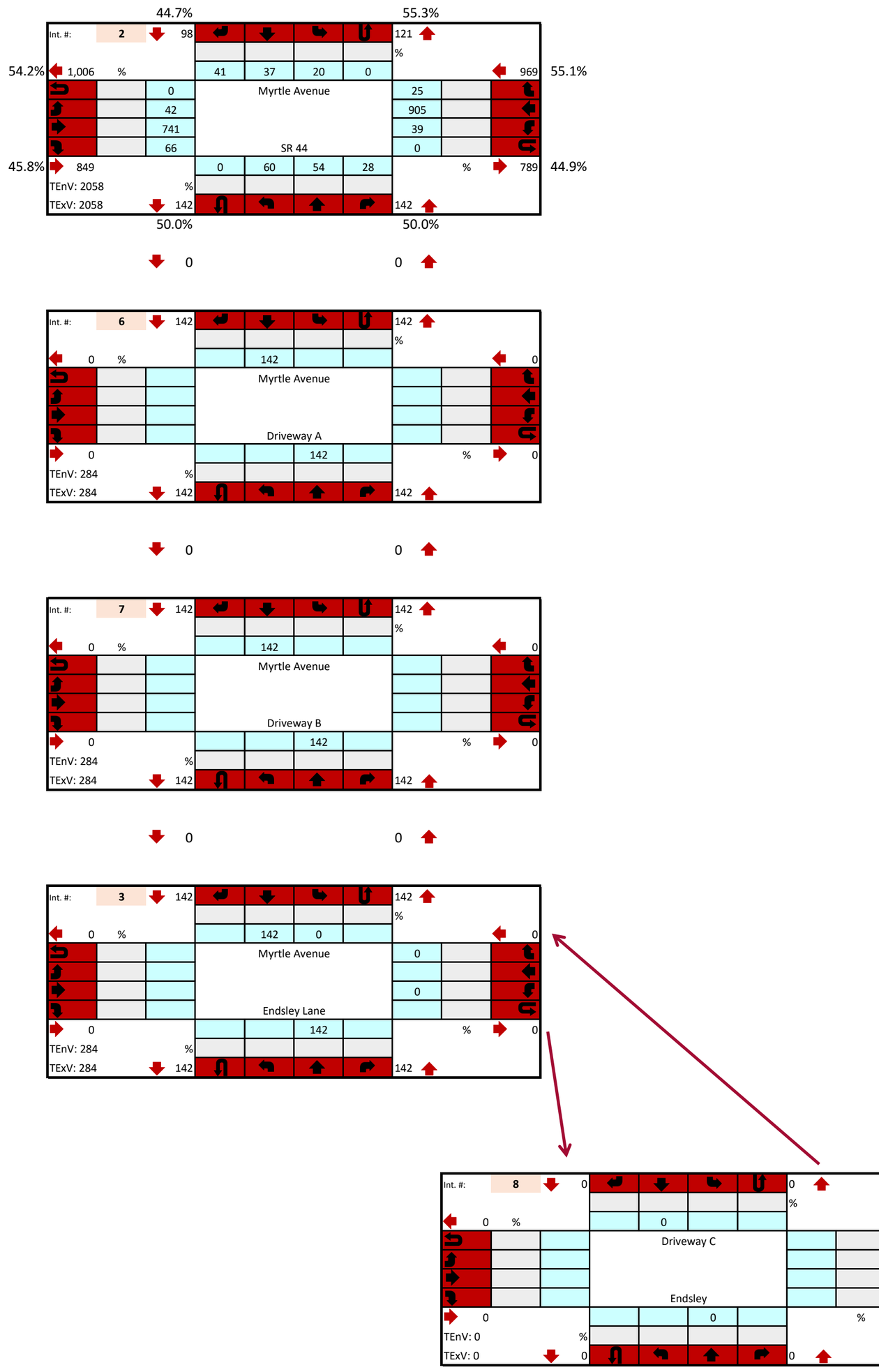
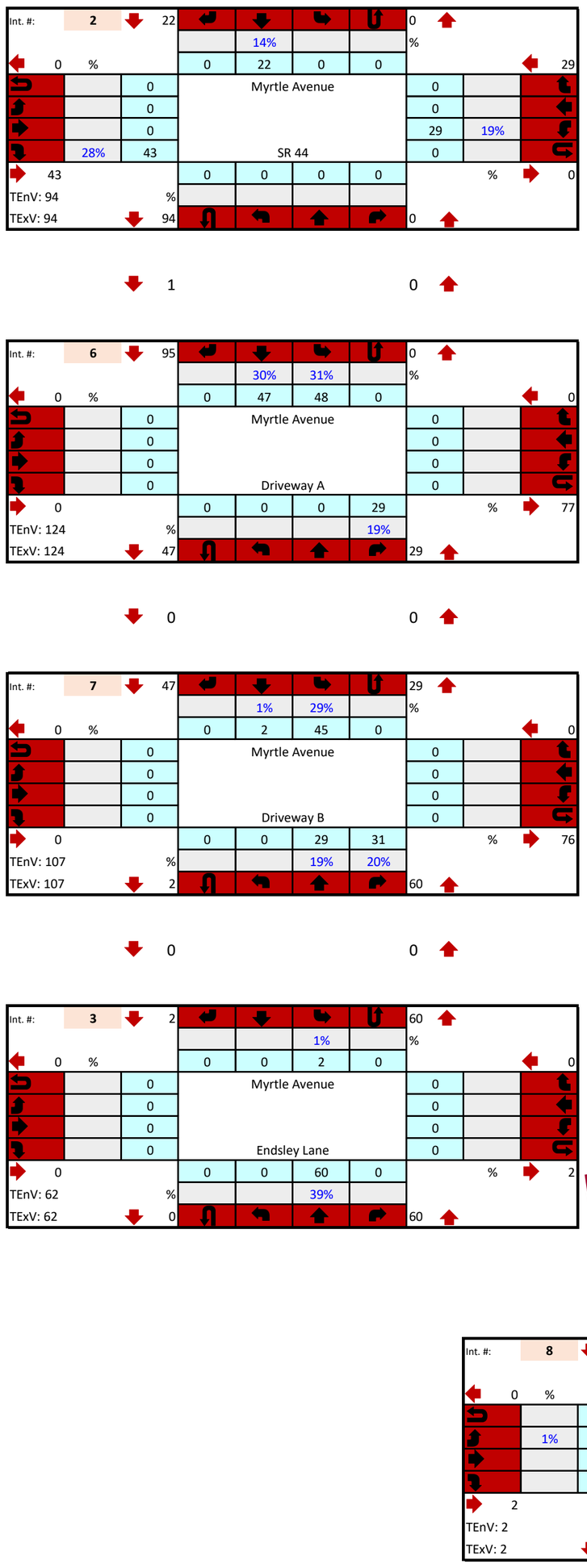




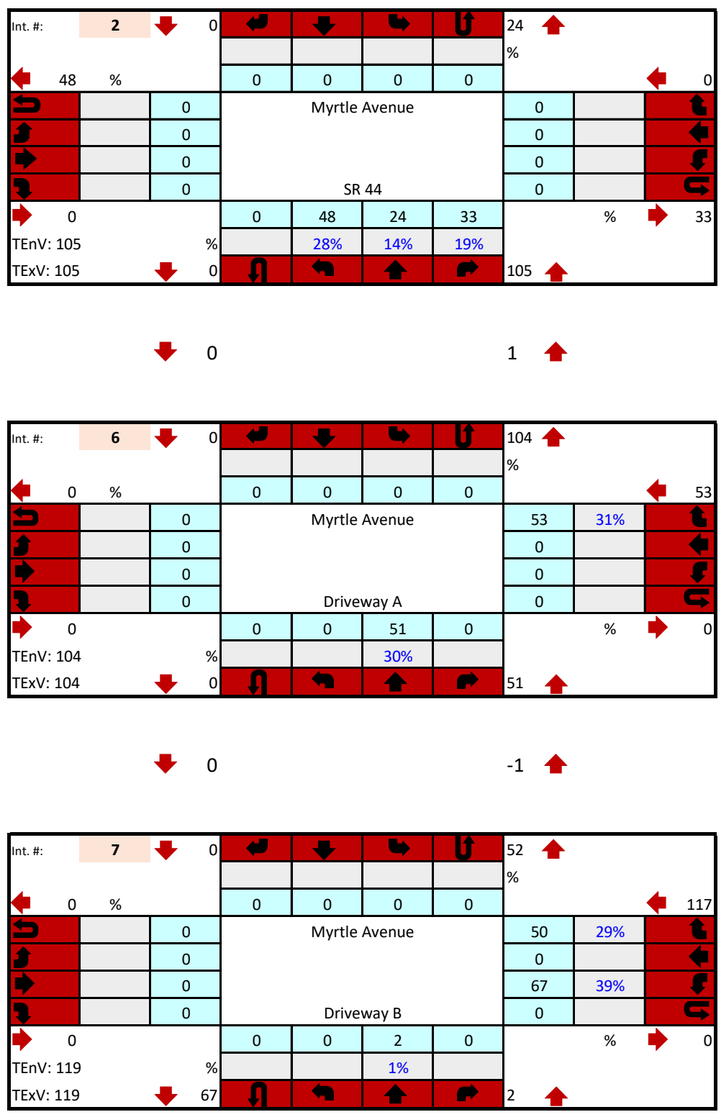
Future Background - PM Peak Hour



Net New External Ingress - PM Peak Hour

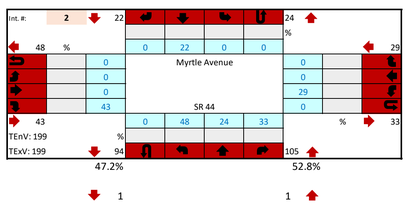


Net New External Egress - PM Peak Hour

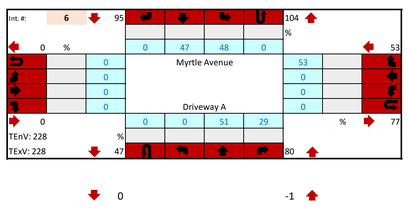


Trip Gen	
Egress	
172	
170	Check

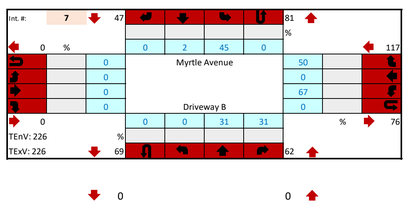
Total Pass-by Adjustments - PM Peak Hour



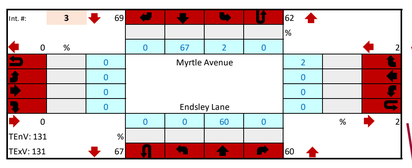
	Myrtle Avenue								SR 44							
	Northbound				Southbound				Eastbound				Westbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Trips	0	48	24	33	0	0	22	0	0	0	0	43	0	29	0	0

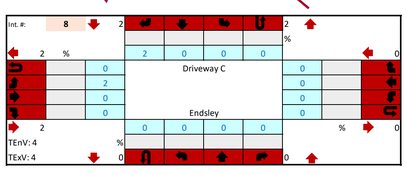


	Myrtle Avenue								Driveway A							
	Northbound				Southbound				Eastbound				Westbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Trips	0	0	51	29	0	48	47	0	0	0	0	0	0	0	0	53



	Myrtle Avenue								Driveway B							
	Northbound				Southbound				Eastbound				Westbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Trips	0	0	31	31	0	45	2	0	0	0	0	0	0	67	0	50

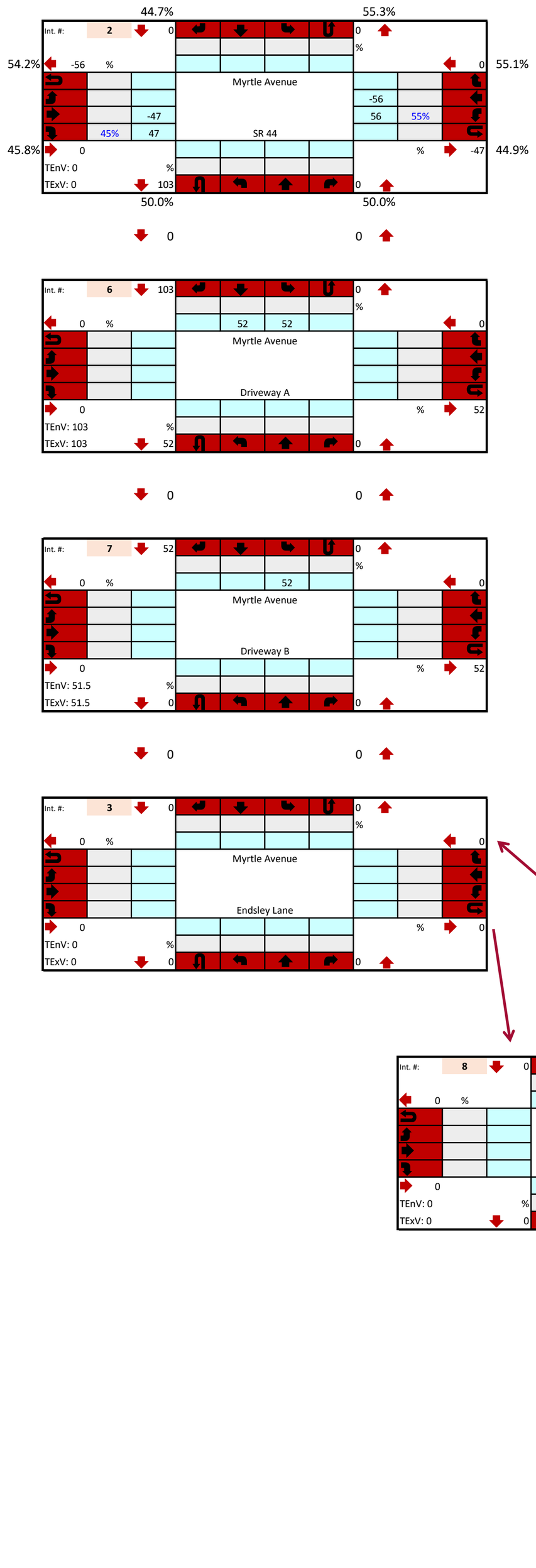




	Myrtle Avenue								Endsley Lane							
	Northbound				Southbound				Eastbound				Westbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Trips	0	0	60	0	0	2	67	0	0	0	0	0	0	0	0	2

	Driveway C								Endsley							
	Northbound				Southbound				Eastbound				Westbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Trips	0	0	0	0	0	0	0	2	0	2	0	0	0	0	0	0

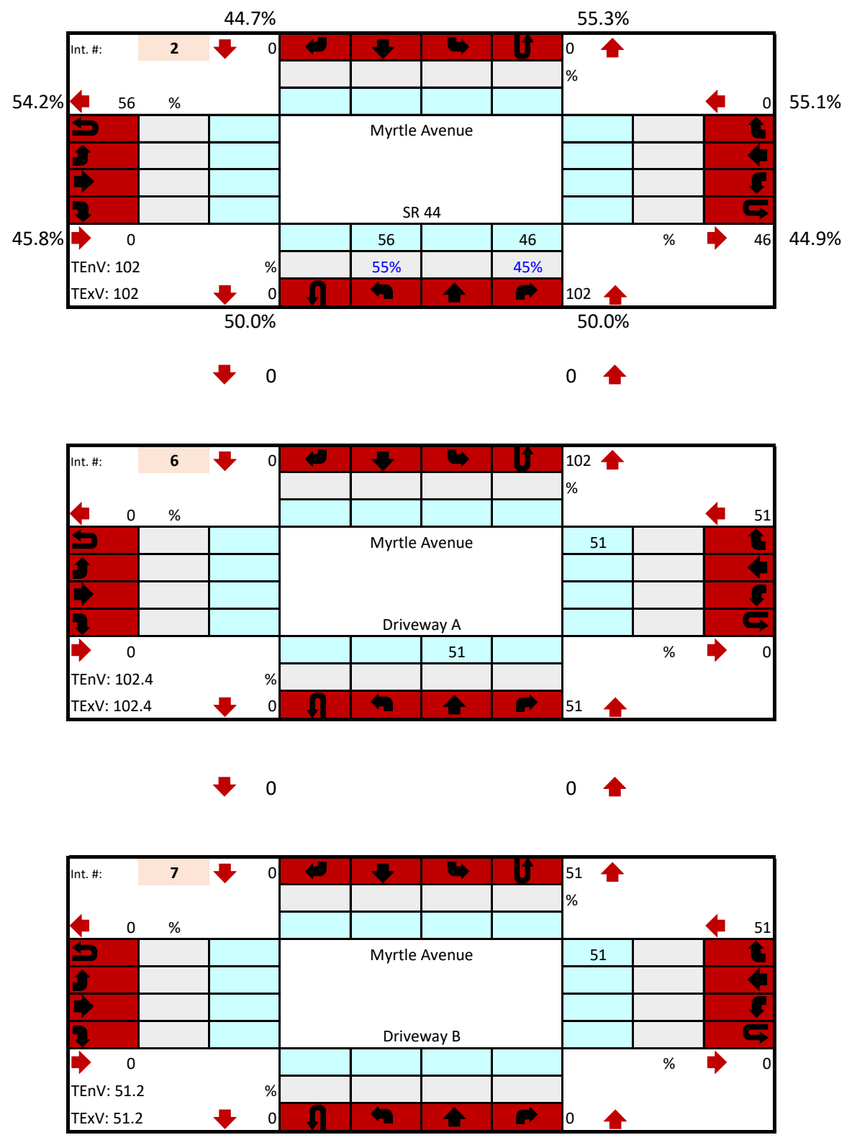
Ingress Pass-by from SR 44 - PM Peak Hour



Pass-By Trips

		In	Out	Total
100%	Total	118	117	235
13%	Myrtle	15	15	30
87%	SR 44	103	102	205.4
	Check	103		

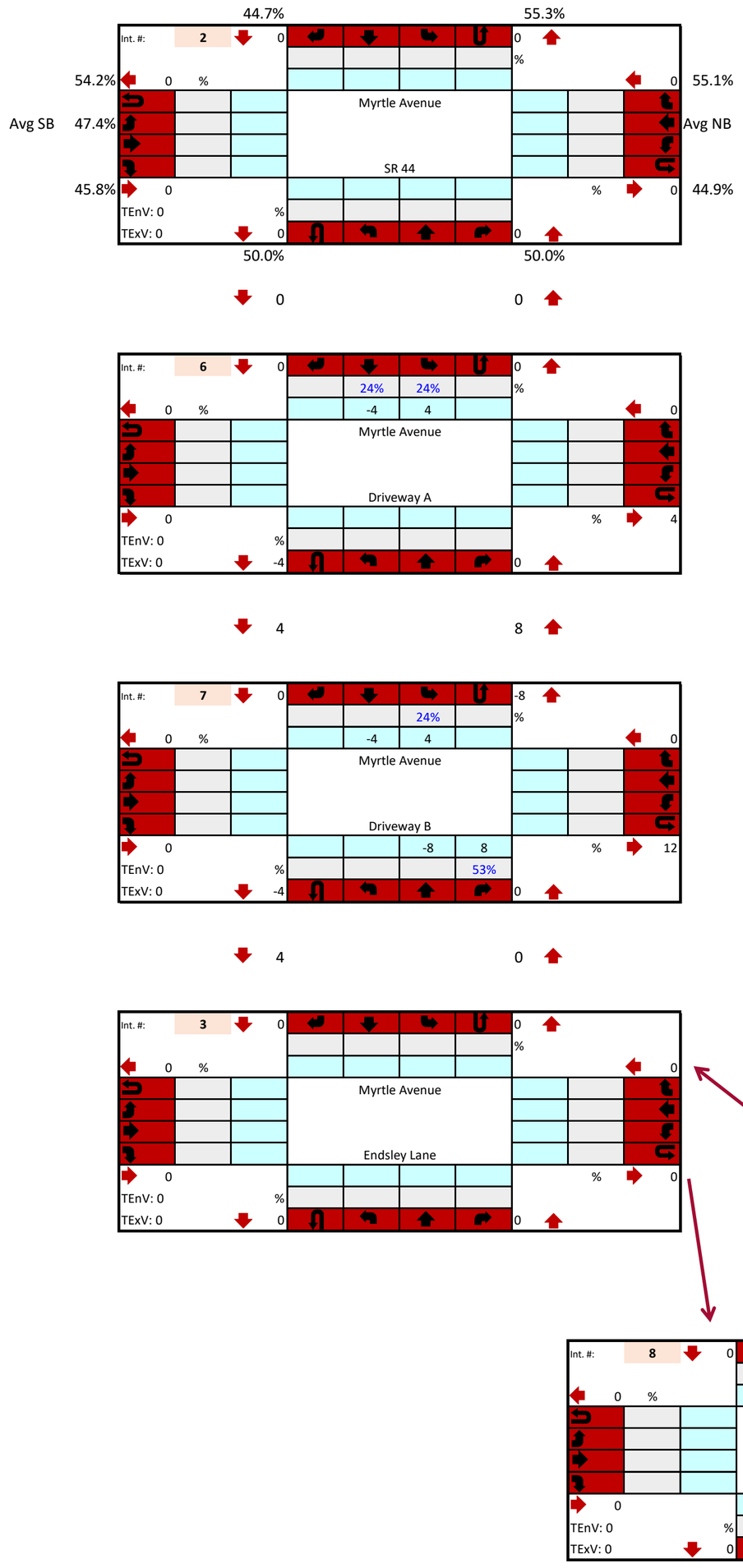
Egress Pass-by to SR 44 - PM Peak Hour



Pass-By Trips

		In	Out	Total
100%	Total	118	117	235
13.0%	Myrtle	15	15	30
87.0%	SR 44	103	102	205.4
	Check		102	

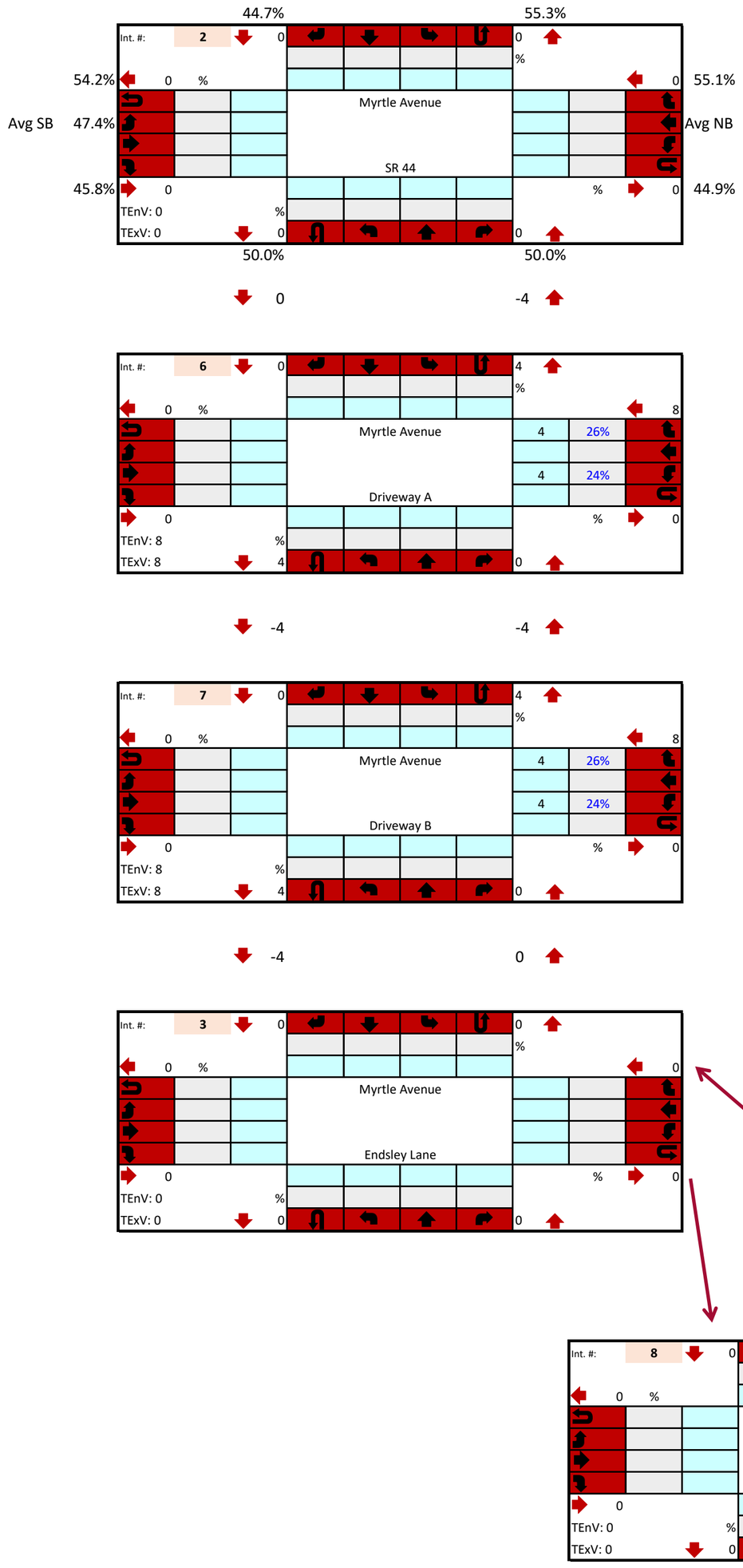
Ingress Pass-by from Myrtle - PM Peak Hour



Pass-By Trips

	In	Out	Total	% of Total
100% **Total**	**118**	**117**	**235**	**-**
13.0% *Myrtle*	*15*	*15*	30	13.0%
87.0% *SR 44*	*103*	*102*	205	87.0%
Check	16			

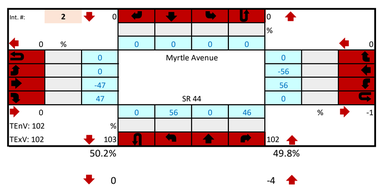
Egress Pass-by to Myrtle - PM Peak Hour



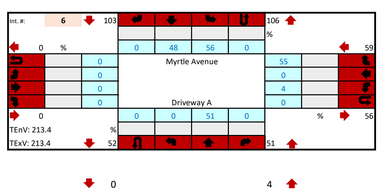
Pass-By Trips

		In	Out	Total
100%	Total	118	117	235
13.0%	Myrtle	15	15	30
87.0%	SR 44	103	102	205.4
	Check	0	16	

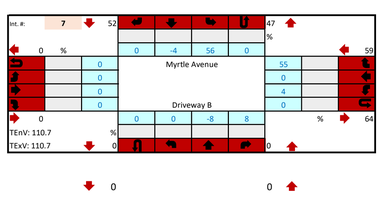
Total Pass-by Adjustments - PM Peak Hour



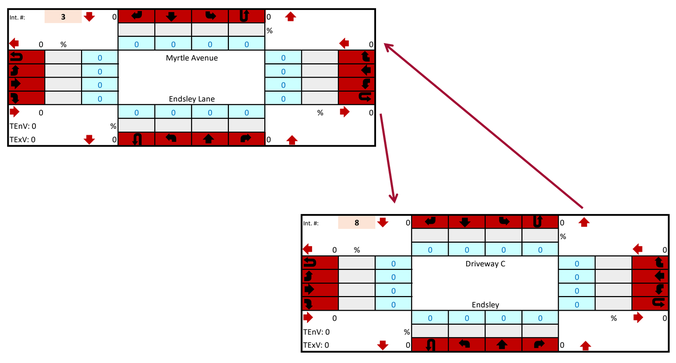
	Myrtle Avenue								SR 44							
	Northbound				Southbound				Eastbound				Westbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Trips	0	56	0	46	0	0	0	0	0	0	-47	47	0	56	-56	0



	Myrtle Avenue								Driveway A							
	Northbound				Southbound				Eastbound				Westbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Trips	0	0	51	0	0	56	48	0	0	0	0	0	0	0	4	0	55



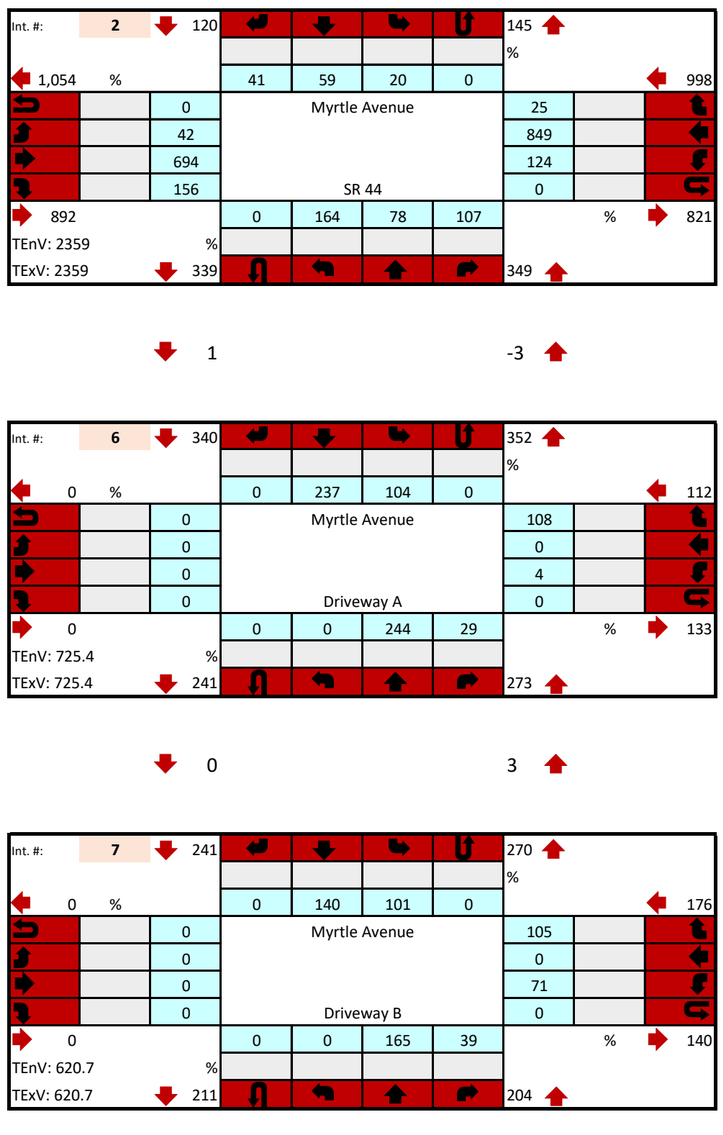
	Myrtle Avenue								Driveway B							
	Northbound				Southbound				Eastbound				Westbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Trips	0	0	-8	8	0	56	-4	0	0	0	0	0	0	0	4	0	55



	Myrtle Avenue								Endsley Lane							
	Northbound				Southbound				Eastbound				Westbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Trips	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

	Driveway C								Endsley							
	Northbound				Southbound				Eastbound				Westbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Trips	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Future Total - PM Peak Hour



APPENDIX N
NCHRP 457

Intersection #6
S Myrtle Ave & Driveway A

LEFT TURN
PM Peak Hour

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

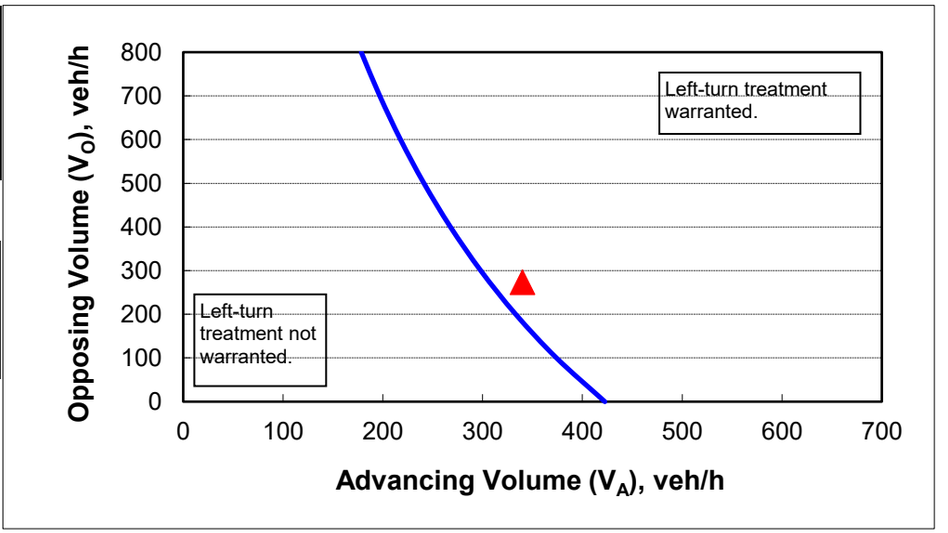
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	30
Percent of left-turns in advancing volume (V_A), %:	31%
Advancing volume (V_A), veh/h:	340
Opposing volume (V_O), veh/h:	273

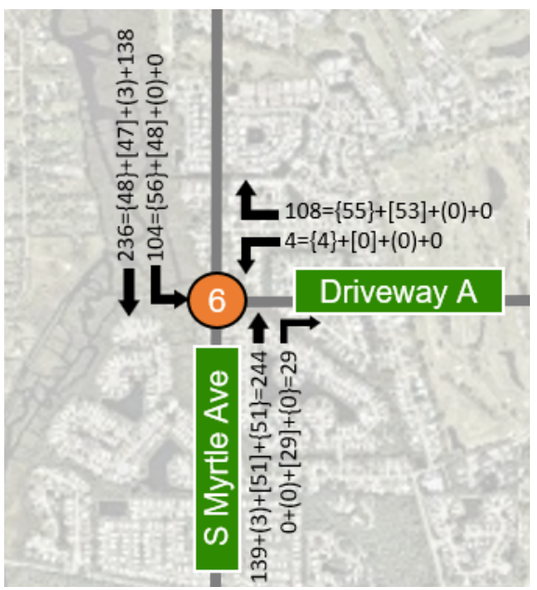
OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	307
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9



Intersection 6 - S Myrtle & Driveway A660

RIGHT TURN
AM Peak Hour

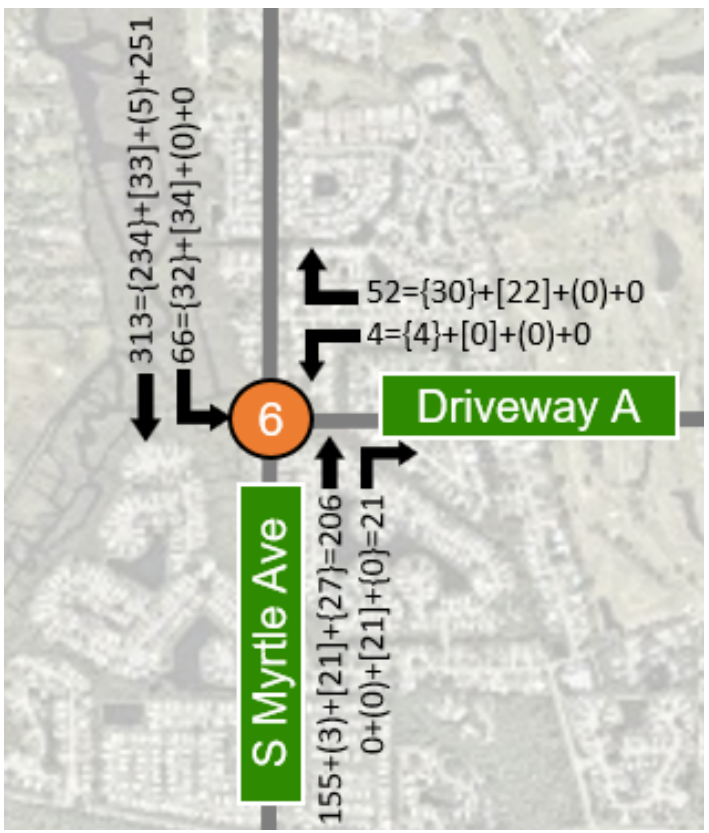
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

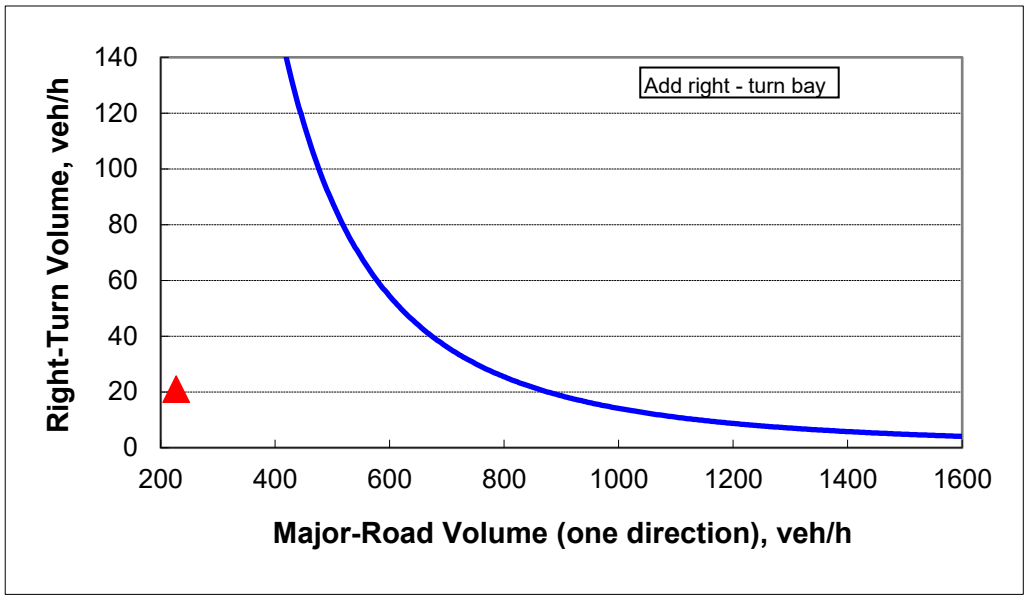
INPUT

Roadway geometry:	2-lane roadway
Variable	Value
Major-road speed, mph:	40
Major-road volume (one direction), veh/h:	227
Right-turn volume, veh/h:	21

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	707
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Do NOT add right-turn bay.	





RIGHT TURN

PM Peak Hour

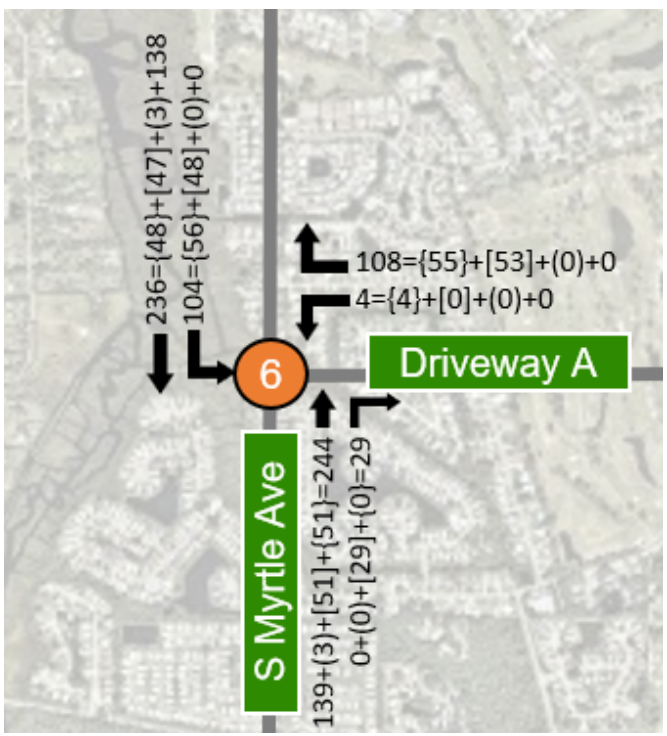
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

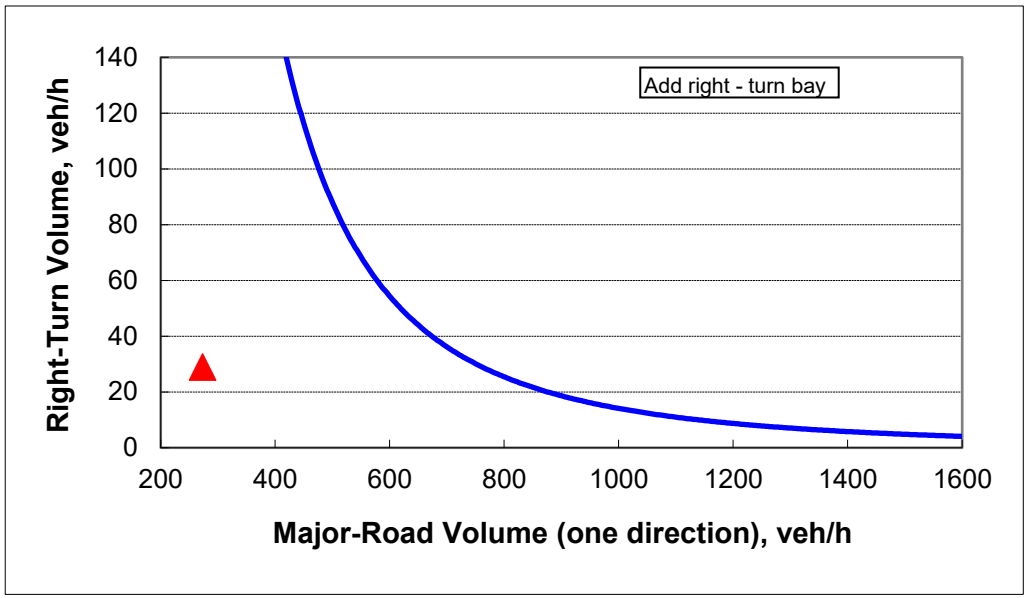
INPUT

Roadway geometry:	2-lane roadway
Variable	Value
Major-road speed, mph:	40
Major-road volume (one direction), veh/h:	273
Right-turn volume, veh/h:	29

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	435
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Do NOT add right-turn bay.	





Intersection 6 - S Myrtle & Driveway A

Intersection #7
S Myrtle Ave & Driveway B

LEFT TURN
AM Peak Hour

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

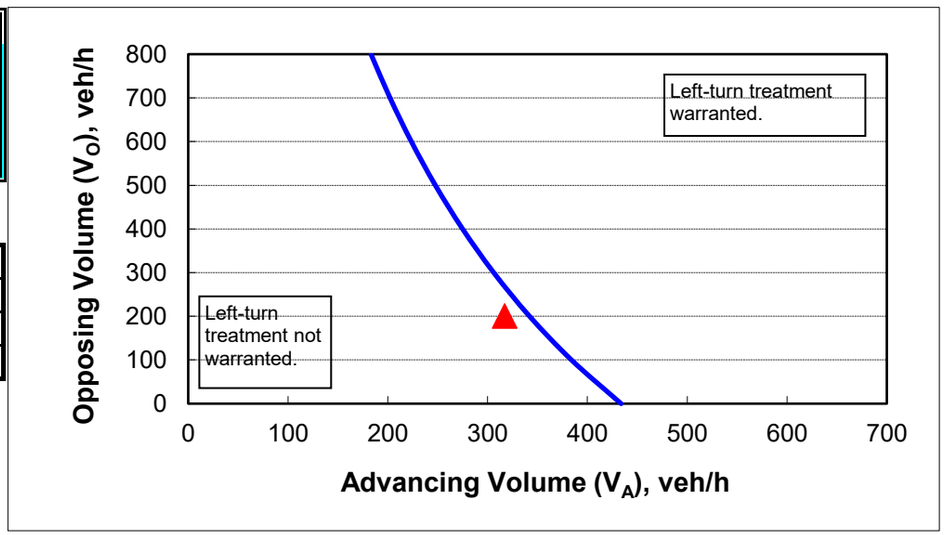
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	40
Percent of left-turns in advancing volume (V_A), %:	20%
Advancing volume (V_A), veh/h:	317
Opposing volume (V_O), veh/h:	201

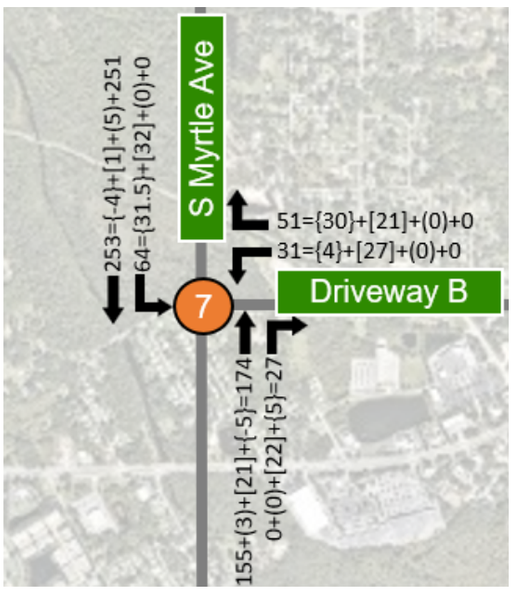
OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	342
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment NOT warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9



Intersection 7 - S Myrtle & Driveway B664

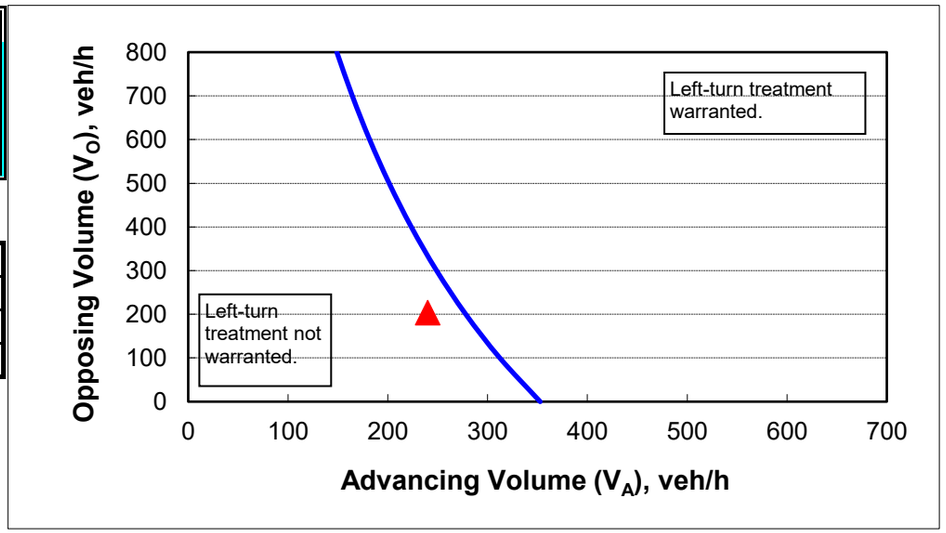
LEFT TURN
PM Peak Hour

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	40
Percent of left-turns in advancing volume (V_A), %:	42%
Advancing volume (V_A), veh/h:	240
Opposing volume (V_O), veh/h:	204

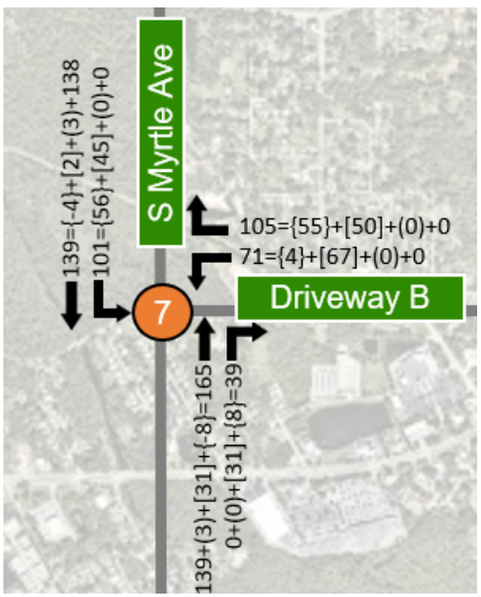


OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	277
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment NOT warranted.	

CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9



Intersection 7 - S Myrtle & Driveway B

RIGHT TURN

AM Peak Hour

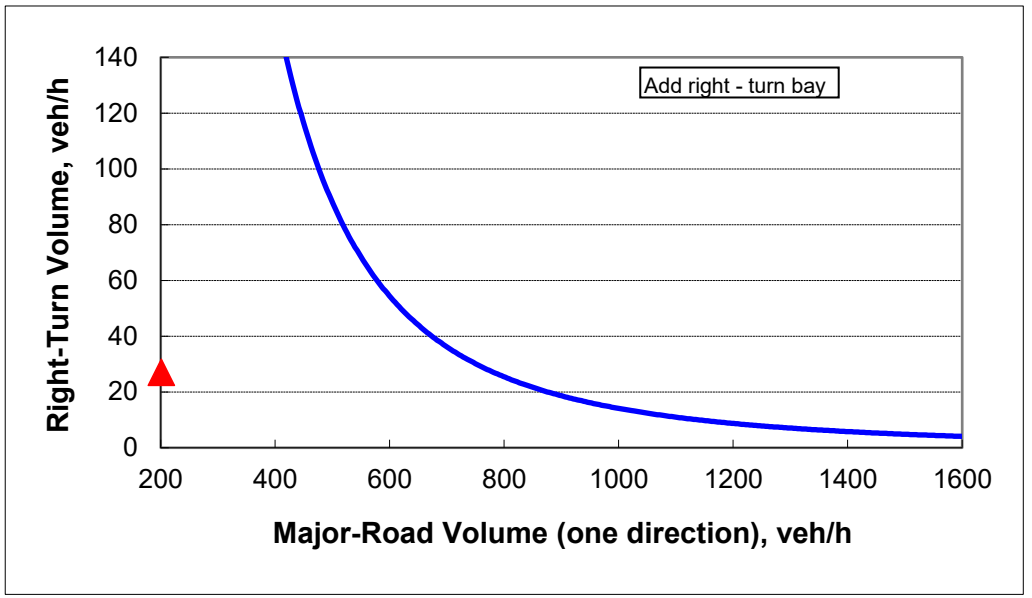
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

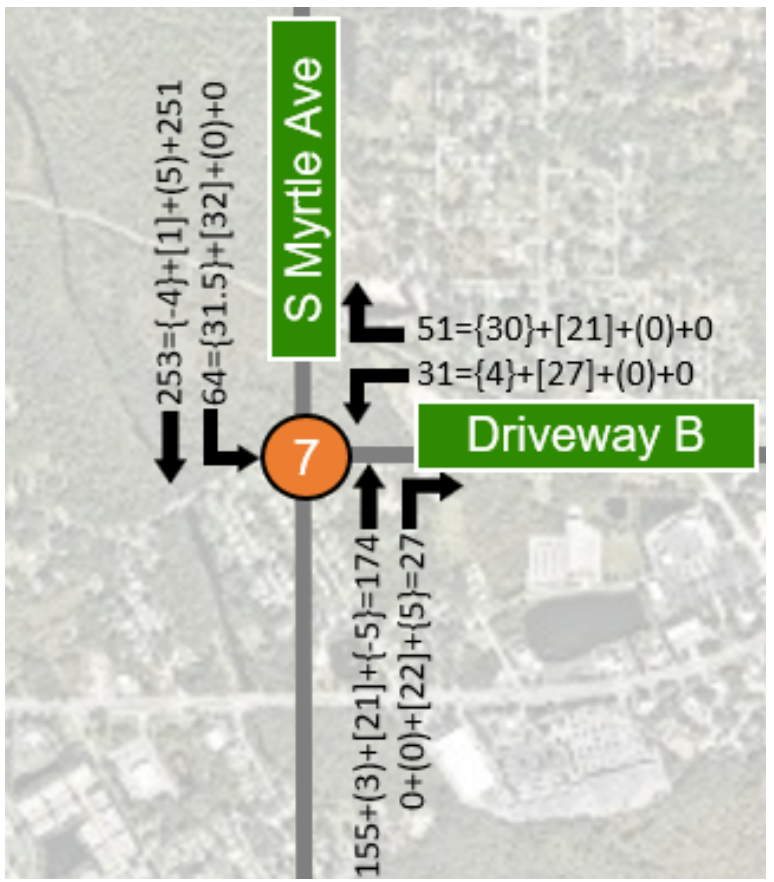
INPUT

Roadway geometry:	2-lane roadway
Variable	Value
Major-road speed, mph:	40
Major-road volume (one direction), veh/h:	201
Right-turn volume, veh/h:	27

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	975
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Do NOT add right-turn bay.	





Intersection 7 - S Myrtle & Driveway

RIGHT TURN
PM Peak Hour

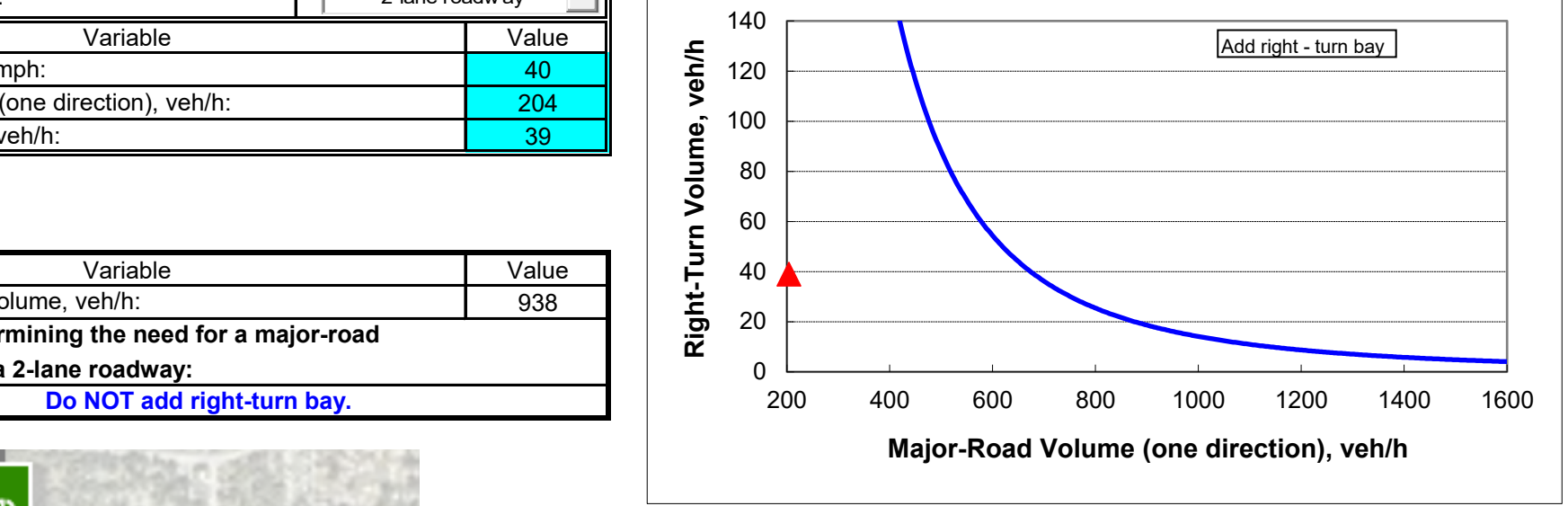
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

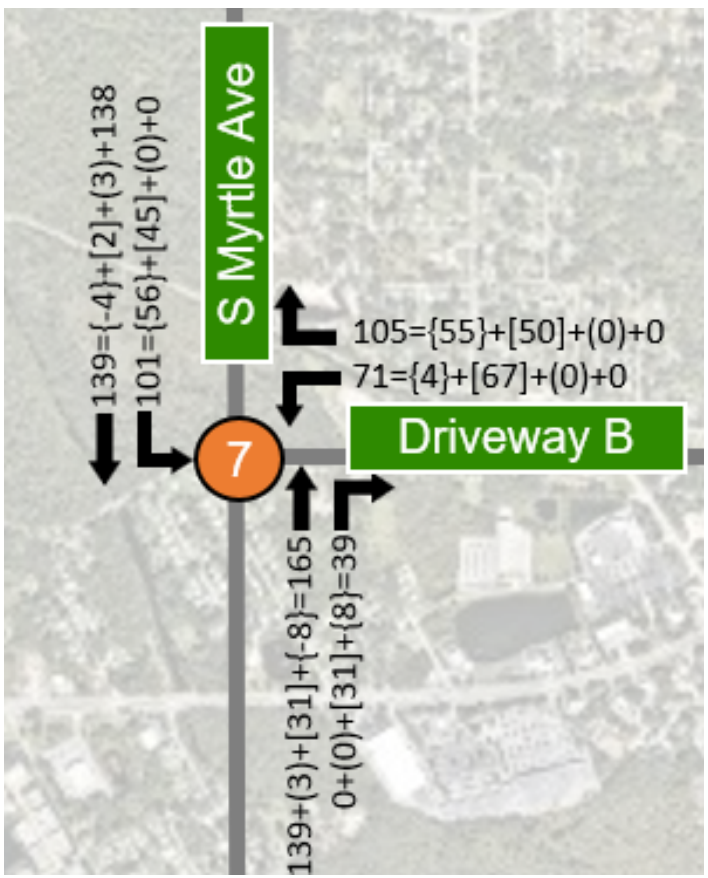
INPUT

Roadway geometry:	2-lane roadway
Variable	Value
Major-road speed, mph:	40
Major-road volume (one direction), veh/h:	204
Right-turn volume, veh/h:	39

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	938
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Do NOT add right-turn bay.	





APPENDIX O
Crash Data

CRASH_YEAR	LIGHT_CONDITION	WEATHER_CONDITION	ROAD_SURFACE_CONDITION	TYPE_OF_IMPACT	S4_CRASH_TYPE_SIMPLIFIED	S4_CRASH_SEVERITY	S4_DAY_OR_NIGHT
2023	Daylight	Clear	Dry	Front to Rear	Rear End	No Injury	DAY
2023	Daylight	Rain	Wet	Sideswipe, Same Direction	Sideswipe	No Injury	DAY
2024	Daylight	Clear	Dry	Front to Rear	Rear End	No Injury	DAY
2023	Dark - Lighted	Clear	Dry	Angle	Angle	Injury	NIGHT
2023	Daylight	Rain	Wet	Other	Left Turn	No Injury	DAY
2021	Daylight	Clear	Dry	Front to Front	Left Turn	No Injury	DAY
2022	Daylight	Clear	Dry	Sideswipe, Same Direction	Other	No Injury	DAY
2022	Daylight	Clear	Dry	Front to Rear	Left Turn	No Injury	DAY
2021	Daylight	Clear	Dry	Other	Left Turn	No Injury	DAY

CRASH_YEAR	LIGHT_CONDITION	WEATHER_CONDITION	ROAD_SURFACE_CONDITION	TYPE_OF_IMPACT	S4_CRASH_TYPE	S4_CRASH_TYPE_SIMPLIFIED	S4_CRASH_SEVERITY	S4_DAY_OR_NIGHT
2021	Daylight	Clear	Dry	Angle	Unknown	Unknown	No Injury	DAY
2025	Daylight	Clear	Dry	Sideswipe, Same Direction	Same Direction Sideswipe	Sideswipe	No Injury	DAY
2025	Daylight	Clear	Dry	Other	Same Direction Sideswipe	Sideswipe	No Injury	DAY
2024	Daylight	Clear	Dry	Sideswipe, Same Direction	Same Direction Sideswipe	Sideswipe	No Injury	DAY
2024	Daylight	Clear	Dry	Sideswipe, Same Direction	Same Direction Sideswipe	Sideswipe	No Injury	DAY
2025	Daylight	Clear	Dry	Front to Front	Head On	Head On	No Injury	DAY
2023	Daylight	Clear	Dry	Sideswipe, Same Direction	Same Direction Sideswipe	Sideswipe	No Injury	DAY
2023	Daylight	Clear	Dry	Front to Rear	Parked Vehicle	Other	No Injury	NIGHT
2022	Daylight	Clear	Dry		Off Road	Off Road	No Injury	DAY
2023	Daylight	Clear	Dry	Front to Rear	Rear End	Rear End	No Injury	DAY
2021	Daylight	Clear	Dry	Front to Rear	Rear End	Rear End	No Injury	DAY
2021	Daylight	Clear	Dry	Front to Rear	Rear End	Rear End	No Injury	DAY
2024	Daylight	Clear	Dry	Front to Rear	Rear End	Rear End	No Injury	DAY
2025	Daylight	Clear	Dry	Sideswipe, Same Direction	Same Direction Sideswipe	Sideswipe	No Injury	DAY
2025	Daylight	Clear	Dry	Sideswipe, Same Direction	Same Direction Sideswipe	Sideswipe	No Injury	DAY
2025	Daylight	Clear	Dry	Other	Rear End	Rear End	No Injury	DAY
2024	Dark - Lighted	Clear	Dry		Parked Vehicle	Other	No Injury	DAY
2022	Daylight	Cloudy	Dry	Sideswipe, Same Direction	Same Direction Sideswipe	Sideswipe	No Injury	DAY
2022	Dark - Lighted	Clear	Dry	Sideswipe, Same Direction	Same Direction Sideswipe	Sideswipe	No Injury	NIGHT
2025	Dark - Lighted	Clear	Dry	Front to Rear	Rear End	Rear End	Injury	NIGHT
2023	Daylight	Clear	Dry	Sideswipe, Same Direction	Same Direction Sideswipe	Sideswipe	No Injury	DAY
2023	Daylight	Dry	Dry	Sideswipe, Same Direction	Same Direction Sideswipe	Sideswipe	No Injury	DAY
2022	Dark - Not Lighted	Clear	Dry	Front to Rear	Rear End	Rear End	No Injury	NIGHT
2021	Daylight	Clear	Dry	Front to Rear	Rear End	Rear End	No Injury	DAY
2025	Daylight	Clear	Dry	Sideswipe, Same Direction	Same Direction Sideswipe	Sideswipe	No Injury	NIGHT
2025	Daylight	Clear	Dry	Front to Front	Left Entering	Left Turn	No Injury	DAY
2022	Dark - Lighted	Rain	Wet	Other	Backed Into	Other	No Injury	NIGHT
2021	Daylight	Clear	Dry	Front to Rear	Rear End	Rear End	No Injury	DAY
2022	Dark - Lighted	Clear	Dry	Front to Rear	Rear End	Rear End	Injury	NIGHT
2023	Daylight	Clear	Dry	Front to Rear	Rear End	Rear End	No Injury	DAY
2023	Daylight	Clear	Dry	Front to Rear	Rear End	Rear End	No Injury	DAY
2022	Dark - Lighted	Clear	Dry	Sideswipe, Same Direction	Same Direction Sideswipe	Sideswipe	No Injury	NIGHT
2021	Dark - Lighted	Clear	Dry	Front to Rear	Rear End	Rear End	No Injury	DAY
2021	Dark - Not Lighted	Clear	Dry	Front to Front	Left Entering	Left Turn	No Injury	NIGHT
2021	Daylight	Cloudy	Wet	Front to Rear	Rear End	Rear End	No Injury	DAY
2022	Daylight	Clear	Dry	Front to Rear	Rear End	Rear End	No Injury	DAY
2022	Daylight	Clear	Dry	Front to Rear	Rear End	Rear End	No Injury	DAY
2022	Daylight	Clear	Dry	Front to Rear	Rear End	Rear End	No Injury	DAY
2022	Dusk	Clear	Dry	Angle	Other	Other	No Injury	NIGHT
2025	Daylight	Cloudy	Wet	Angle	Right Angle	Angle	Injury	DAY
2024	Dark - Lighted	Rain	Wet	deswipe, Opposite Directio	Left Entering	Left Turn	No Injury	NIGHT
2023	Dark - Lighted	Clear	Dry	Angle	Right Angle	Angle	Injury	NIGHT
2023	Daylight	Cloudy	Dry	Sideswipe, Same Direction	Same Direction Sideswipe	Sideswipe	No Injury	DAY
2025	Daylight	Clear	Dry	Front to Rear	Rear End	Rear End	No Injury	DAY
2022	Daylight	Clear	Dry	Sideswipe, Same Direction	Same Direction Sideswipe	Sideswipe	No Injury	DAY
2021	Daylight	Clear	Dry	Angle	Right Angle	Angle	No Injury	DAY
2021	Daylight	Clear	Dry	Sideswipe, Same Direction	Same Direction Sideswipe	Sideswipe	No Injury	DAY
2021	Daylight	Clear	Dry	Angle	Other	Other	No Injury	DAY
2025	Daylight	Clear	Dry	Front to Rear	Rear End	Rear End	No Injury	DAY
2021	Daylight	Clear	Dry	deswipe, Opposite Directio	Opposing Sideswipe	Sideswipe	Injury	DAY
2022	Daylight	Clear	Dry	Front to Rear	Rear End	Rear End	No Injury	DAY
2022	Daylight	Clear	Dry	Front to Rear	Rear End	Rear End	Injury	DAY
2024	Daylight	Cloudy	Dry	Angle	Right Angle	Angle	No Injury	DAY
2025	Daylight	Clear	Dry	Front to Front	Right Angle	Angle	Injury	DAY
2021	Dark - Lighted	Clear	Dry	Sideswipe, Same Direction	Same Direction Sideswipe	Sideswipe	No Injury	DAY
2021	Daylight	Clear	Dry	Angle	Unknown	Unknown	Injury	DAY
2021	Daylight	Clear	Dry	Unknown	Rear End	Rear End	No Injury	DAY
2025	Daylight	Clear	Dry	Other	Right Angle	Angle	Injury	DAY
2023	Daylight	Clear	Dry		Parked Vehicle	Other	No Injury	DAY
2025	Daylight	Clear	Dry	Front to Rear	Rear End	Rear End	No Injury	DAY
2023	Daylight	Cloudy	Wet	Angle	Left Leaving	Left Turn	No Injury	DAY
2022	Daylight	Clear	Dry	Other	Left Leaving	Left Turn	No Injury	DAY
2021	Daylight	Clear	Dry	Front to Front	Head On	Head On	Injury	DAY
2024	Daylight	Clear	Dry	Front to Front	Right Angle	Angle	No Injury	DAY
2025	Daylight	Clear	Dry	Other	Right Angle	Angle	No Injury	DAY
2025	Daylight	Clear	Dry	Other	Right Angle	Angle	Injury	DAY
2023	Daylight	Clear	Dry	Other	Right Angle	Angle	Injury	DAY
2025	Daylight	Clear	Dry	Front to Rear	Left Rear	Left Turn	No Injury	DAY
2025	Daylight	Clear	Dry	Front to Front	Right Angle	Angle	No Injury	DAY
2024	Daylight	Rain	Wet	Angle	Unknown	Unknown	No Injury	DAY
2024	Daylight	Clear	Dry	Other	Other	Other	No Injury	DAY
2023	Daylight	Clear	Dry	Angle	Unknown	Unknown	No Injury	DAY
2025	Daylight	Clear	Dry	Angle	Right Angle	Angle	Injury	DAY
2025	Daylight	Clear	Dry	Angle	Left Leaving	Left Turn	No Injury	DAY
2025	Daylight	Clear	Dry	Angle	Unknown	Unknown	No Injury	DAY
2025	Daylight	Clear	Dry	Front to Front	Right Angle	Angle	No Injury	DAY
2023	Dark - Not Lighted	Clear	Dry	Angle	Same Direction Sideswipe	Sideswipe	No Injury	NIGHT
2024	Daylight	Clear	Dry	Front to Front	Head On	Head On	No Injury	DAY
2021	Daylight	Clear	Dry	Front to Rear	Rear End	Rear End	No Injury	DAY
2024	Daylight	Clear	Dry	Front to Rear	Rear End	Rear End	No Injury	DAY
2025	Daylight	Clear	Dry	Angle	Unknown	Unknown	No Injury	DAY
2025	Daylight	Clear	Dry	Sideswipe, Same Direction	Same Direction Sideswipe	Sideswipe	No Injury	DAY
2022	Dark - Lighted	Clear	Dry		Pedestrian	Pedestrian	Injury	DAY
2025	Daylight	Clear	Dry		Parked Vehicle	Other	No Injury	DAY
2025	Daylight	Clear	Dry	Angle	Backed Into	Other	No Injury	DAY
2025	Daylight	Clear	Dry		Parked Vehicle	Other	No Injury	DAY
2021	Daylight	Clear	Dry	Sideswipe, Same Direction	Same Direction Sideswipe	Sideswipe	No Injury	DAY
2022	Daylight	Clear	Dry	Front to Rear	Rear End	Rear End	No Injury	DAY
2022	Daylight	Clear	Dry	Angle	Unknown	Unknown	No Injury	DAY
2022	Daylight	Clear	Dry	Angle	Other	Other	Injury	DAY
2022	Daylight	Clear	Dry	Front to Rear	Rear End	Rear End	No Injury	DAY
2024	Dusk	Clear	Dry		Off Road	Off Road	No Injury	DAY
2024	Dark - Lighted	Clear	Dry	Front to Rear	Rear End	Rear End	No Injury	DAY
2024	Daylight	Clear	Dry	Angle	Unknown	Unknown	No Injury	DAY
2025	Daylight	Clear	Dry	Angle	Right/Through	Right Turn	No Injury	DAY
2025	Daylight	Clear	Dry	Front to Rear	Rear End	Rear End	No Injury	DAY
2022	Daylight	Clear	Dry	Front to Rear	Rear End	Rear End	No Injury	DAY
2025	Daylight	Cloudy	Dry	Sideswipe, Same Direction	Same Direction Sideswipe	Sideswipe	No Injury	DAY
2023	Daylight	Cloudy	Dry	Front to Rear	Rear End	Rear End	No Injury	DAY
2023	Daylight	Clear	Dry	Front to Rear	Rear End	Rear End	No Injury	NIGHT
2025	Dark - Lighted	Clear	Dry	Front to Rear	Rear End	Rear End	No Injury	NIGHT
2023	Dark - Lighted	Clear	Dry	Front to Rear	Rear End	Rear End	Injury	NIGHT
2022	Dark - Lighted	Clear	Dry	Angle	Left Rear	Left Turn	No Injury	NIGHT
2021	Daylight	Clear	Dry	Front to Front	Right Angle	Angle	No Injury	DAY
2022	Daylight	Clear	Dry		Rollover	Rollover	No Injury	DAY
2022	Daylight	Clear	Dry	Front to Rear	Rear End	Rear End	No Injury	DAY
2023	Daylight	Clear	Dry	Angle	Right Angle	Angle	Serious Injury	DAY
2023	Daylight	Clear	Dry		Bicycle	Bicycle	Injury	DAY
2025	Daylight	Clear	Dry	Front to Rear	Rear End	Rear End	No Injury	DAY
2021	Dark - Not Lighted	Clear	Dry	Sideswipe, Same Direction	Same Direction Sideswipe	Sideswipe	No Injury	NIGHT
2022	Daylight	Clear	Dry	Front to Rear	Rear End	Rear End	No Injury	DAY
2024	Daylight	Clear	Dry	Sideswipe, Same Direction	Same Direction Sideswipe	Sideswipe	No Injury	DAY
2021	Dark - Lighted	Cloudy	Wet	Front to Rear	Left Entering	Left Turn	No Injury	NIGHT
2024	Daylight	Clear	Dry	Front to Rear	Rear End	Rear End	No Injury	DAY
2024	Daylight	Clear	Dry	Front to Rear	Rear End	Rear End	No Injury	DAY
2025	Daylight	Clear	Dry	Front to Rear	Rear End	Rear End	No Injury	DAY
2022	Daylight	Clear	Dry	Front to Rear	Rear End	Rear End	Injury	DAY
2025	Daylight	Clear	Dry		Single Vehicle	Other	Injury	DAY
2022	Dark - Lighted	Clear	Dry	Front to Rear	Rear End	Rear End	No Injury	NIGHT
2022	Daylight	Clear	Dry	Front to Front	Head On	Head On	No Injury	DAY
2021	Daylight	Clear	Dry	Front to Rear	Rear End	Rear End	Injury	DAY
2022	Daylight	Clear	Dry	Front to Rear	Rear End	Rear End	Injury	DAY
2022	Daylight	Clear	Dry	Front to Rear	Rear End	Rear End	No Injury	DAY
2022	Daylight	Cloudy	Dry	Angle	Rear End	Rear End	No Injury	DAY
2022	Daylight	Cloudy	Dry		Rollover	Rollover	No Injury	DAY
2021	Daylight	Cloudy	Dry	Front to Rear	Rear End	Rear End	No Injury	DAY
2023	Daylight	Clear	Dry	Rear to Rear	Backed Into	Other	No Injury	DAY
2025	Daylight	Clear	Dry		Bicycle	Bicycle	Injury	DAY
2025	Daylight	Clear	Dry		Pedestrian	Pedestrian	Injury	DAY
2023	Daylight	Clear	Dry		Bicycle	Bicycle	Injury	DAY
2023	Dark - Lighted	Clear	Wet		Off Road	Off Road	No Injury	NIGHT
2023	Daylight	Clear	Dry	Sideswipe, Same Direction	Same Direction Sideswipe	Sideswipe	No Injury	DAY
2024	Daylight	Clear	Dry	Angle	Left Leaving	Left Turn	No Injury	DAY
2024	Daylight	Clear	Dry	Front to Rear	Rear End	Rear End	No Injury	DAY
2025	Daylight	Clear	Dry		Parked Vehicle	Other	No Injury	DAY
2024	Daylight	Clear	Dry		Rear End	Rear End	No Injury	DAY

CRASH_YEAR	LIGHT_CONDITION	WEATHER_CONDITION	ROAD_SURFACE_CONDITION	TYPE_OF_IMPACT	S4_CRASH_TYPE	S4_CRASH_SEVERITY	S4_DAY_OR_NIGHT
2024	Daylight	Clear	Dry		Rollover	Serious Injury	DAY
2023	Daylight	Rain	Wet	Front to Rear	Rear End	No Injury	DAY
2023	Daylight	Clear	Dry	Sideswipe, Same Direction	me Direction Sideswi	No Injury	DAY
2022	Daylight	Clear	Dry	Front to Rear	Rear End	Injury	DAY
2023	Daylight	Clear	Dry	Angle	Other	Fatality	DAY
2021	Daylight	Cloudy	Dry	Sideswipe, Same Direction	me Direction Sideswi	No Injury	DAY
2021	Daylight	Clear	Dry	Front to Rear	Rear End	No Injury	DAY
2023	Daylight	Clear	Dry	Front to Rear	Rear End	Injury	DAY
2025	Daylight	Clear	Dry	Other	Right Angle	No Injury	DAY
2021	Daylight	Clear	Dry	Front to Rear	Rear End	No Injury	DAY
2024	Daylight	Clear	Dry	Front to Rear	Right Angle	Serious Injury	DAY
2023	Daylight	Rain	Wet	Other	Head On	No Injury	DAY
2021	Daylight	Clear	Dry	Front to Front	Head On	Serious Injury	DAY
2022	Daylight	Clear	Dry	Angle	Left Entering	Injury	DAY
2022	Daylight	Clear	Dry	Angle	Left Entering	Injury	DAY
2022	Daylight	Clear	Dry	Front to Rear	Rear End	Injury	NIGHT
2025	Dark - Lighted	Clear	Dry	Angle	Right Angle	Injury	NIGHT
2022	Dark - Lighted	Clear	Dry	Angle	Left Rear	No Injury	NIGHT
2024	Daylight	Clear	Dry	Front to Rear	Rear End	No Injury	DAY
2023	Daylight	Clear	Dry	Angle	Head On	No Injury	DAY
2023	Daylight	Clear	Dry		Off Road	No Injury	DAY
2023	Daylight	Clear	Dry	Other	Left Rear	No Injury	DAY

APPENDIX P
Queue Data



Location: EB Canal St RXR Queue
Site Code: 17640807
Date: 5/19/2026

Train Queue Release Time	EB Queue (# of vehicles)
7:01:53 AM	5
10:03:16 AM	16
11:53:18 AM	27
1:25:59 PM	4
3:36:38 PM	12
5:32:24 PM	6



Location: EB Canal St RXR Queue
Site Code: 17640808
Date: 5/20/2026

Train Queue Release Time	EB Queue (# of vehicles)
6:58:08 AM	9
7:36:36 AM	20
8:48:54 AM	14
10:56:45 AM	12
2:14:35 PM	9
4:04:52 PM	8



Location: EB Canal St RXR Queue
Site Code: 17640809
Date: 5/21/2026

Train Queue Release Time	EB Queue (# of vehicles)
6:43:20 AM	6
7:34:49 AM	16
8:07:11 AM	24
3:52:57 PM	18
4:51:52 PM	17



Location: EB 10th St RXR Queue
Site Code: 17640812
Date: 5/19/2026

Train Queue Release Time	EB Queue (# of vehicles)
7:10:25 AM	4
8:03:08 AM	11
8:21:58 AM	6
10:01:24 AM	9
11:50:56 AM	8
12:19:13 PM	11
1:23:36 PM	3
3:38:13 PM	23
5:44:49 PM	13

Note: Vehicles that made a U-Turn while the crossing arms were still down were not included in the queue

TRUE DATA TO IMPROVE MOBILITY

Location: EB 10th St RXR Queue
Site Code: 17640813
Date: 5/20/2026

Train Queue Release Time	EB Queue (# of vehicles)
7:33:09 AM	16
8:20:40 AM	12
8:47:10 AM	3
9:24:07 AM	15
10:26:41 AM	5
2:23:57 PM	15
3:40:52 PM	6
4:06:42 PM	6
5:50:30 PM	1

Note: Vehicles that made a U-Turn while the crossing arms were still down were not included in the queue

TRUE DATA TO IMPROVE MOBILITY

Location: EB 10th St RXR Queue
Site Code: 17640814
Date: 5/21/2026

Train Queue Release Time	EB Queue (# of vehicles)
6:57:36 AM	3
7:31:15 AM	10
7:43:10 AM	4
8:05:21 AM	9
8:18:16 AM	8
8:53:04 AM	10
9:25:51 AM	5
10:00:26 AM	7
11:10:17 AM	3
12:08:21 PM	10
3:54:27 PM	5
4:12:15 PM	15

Note: Vehicles that made a U-Turn while the crossing arms were still down were not included in the queue

APPENDIX Q
Speed Data

Type of report: Midblock Count - Volume Data

LOCATION: Myrtle Ave N of Cavedo St **QC JOB #:** 17640805

SPECIFIC LOCATION: **DIRECTION:** SB

CITY/STATE: New Smyrna Beach, FL **DATE:** May 19 2026 - May 21 2026

Start Time	Mon	Tue 19 May 26	Wed 20 May 26	Thu 21 May 26	Fri	Average Weekday 15-min Traffic	Sat	Sun	Average Week 15-min Traffic	Average Week Profile
12:00 AM		1	0	2		1			1	
12:15 AM		1	1	2		1			1	
12:30 AM		0	0	3		1			1	
12:45 AM		0	0	0		0			0	
01:00 AM		1	1	0		1			1	
01:15 AM		4	1	0		2			2	
01:30 AM		1	2	2		2			2	
01:45 AM		1	0	0		0			0	
02:00 AM		1	0	2		1			1	
02:15 AM		0	0	0		0			0	
02:30 AM		0	0	0		0			0	
02:45 AM		1	0	0		0			0	
03:00 AM		0	0	0		0			0	
03:15 AM		0	0	1		0			0	
03:30 AM		1	1	0		1			1	
03:45 AM		0	0	0		0			0	
04:00 AM		1	1	1		1			1	
04:15 AM		0	0	0		0			0	
04:30 AM		0	0	0		0			0	
04:45 AM		1	0	1		1			1	
05:00 AM		0	0	0		0			0	
05:15 AM		1	1	1		1			1	
05:30 AM		1	1	1		1			1	
05:45 AM		1	6	0		2			2	
Day Total										
% Weekday Average										
% Week Average										
AM Peak 15-min Vol										
PM Peak 15-min Vol										

Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

TRUE DATA TO IMPROVE MOBILITY

Type of report: Midblock Count - Volume Data

LOCATION: Myrtle Ave N of Cavedo St **QC JOB #:** 17640805

SPECIFIC LOCATION: **DIRECTION:** SB

CITY/STATE: New Smyrna Beach, FL **DATE:** May 19 2026 - May 21 2026

Start Time	Mon	Tue 19 May 26	Wed 20 May 26	Thu 21 May 26	Fri	Average Weekday 15-min Traffic	Sat	Sun	Average Week 15-min Traffic	Average Week Profile
06:00 AM		0	0	1		0			0	
06:15 AM		4	3	3		3			3	
06:30 AM		1	3	3		2			2	
06:45 AM		2	5	5		4			4	
07:00 AM		11	5	2		6			6	
07:15 AM		10	19	9		13			13	
07:30 AM		33	23	17		24			24	
07:45 AM		68	29	41		46			46	
08:00 AM		**80**	**78**	47		**68**			**68**	
08:15 AM		59	75	55		63			63	
08:30 AM		26	38	26		30			30	
08:45 AM		53	40	52		48			48	
09:00 AM		58	72	**66**		65			65	
09:15 AM		43	56	50		50			50	
09:30 AM		11	12	12		12			12	
09:45 AM		8	18	25		17			17	
10:00 AM		11	9	16		12			12	
10:15 AM		20	13	15		16			16	
10:30 AM		10	9	13		11			11	
10:45 AM		10	14	15		13			13	
11:00 AM		11	12	13		12			12	
11:15 AM		10	9	13		11			11	
11:30 AM		13	15	12		13			13	
11:45 AM		14	16	14		15			15	
Day Total										
% Weekday Average										
% Week Average										
AM Peak 15-min Vol										
PM Peak 15-min Vol										

Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

TRUE DATA TO IMPROVE MOBILITY

Type of report: Midblock Count - Volume Data

LOCATION: Myrtle Ave N of Cavedo St **QC JOB #:** 17640805

SPECIFIC LOCATION: **DIRECTION:** SB

CITY/STATE: New Smyrna Beach, FL **DATE:** May 19 2026 - May 21 2026

Start Time	Mon	Tue 19 May 26	Wed 20 May 26	Thu 21 May 26	Fri	Average Weekday 15-min Traffic	Sat	Sun	Average Week 15-min Traffic	Average Week Profile
12:00 PM		11	20	15		15			15	
12:15 PM		18	16	13		16			16	
12:30 PM		19	13	36		23			23	
12:45 PM		18	17	23		19			19	
01:00 PM		22	11	18		17			17	
01:15 PM		20	10	15		15			15	
01:30 PM		14	25	11		17			17	
01:45 PM		17	17	10		15			15	
02:00 PM		23	33	13		23			23	
02:15 PM		18	34	15		22			22	
02:30 PM		21	40	25		29			29	
02:45 PM		25	28	21		25			25	
03:00 PM		45	**45**	37		**42**			**42**	
03:15 PM		31	34	42		36			36	
03:30 PM		38	28	37		34			34	
03:45 PM		42	18	40		33			33	
04:00 PM		**54**	13	47		38			38	
04:15 PM		32	15	38		28			28	
04:30 PM		24	6	26		19			19	
04:45 PM		10	11	16		12			12	
05:00 PM		21	24	16		20			20	
05:15 PM		11	20	19		17			17	
05:30 PM		22	35	**48**		35			35	
05:45 PM		27	37	44		36			36	
Day Total										
% Weekday Average										
% Week Average										
AM Peak 15-min Vol										
PM Peak 15-min Vol										

Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

TRUE DATA TO IMPROVE MOBILITY

Type of report: Midblock Count - Volume Data

LOCATION: Myrtle Ave N of Cavedo St **QC JOB #:** 17640805

SPECIFIC LOCATION: **DIRECTION:** SB

CITY/STATE: New Smyrna Beach, FL **DATE:** May 19 2026 - May 21 2026

Start Time	Mon	Tue 19 May 26	Wed 20 May 26	Thu 21 May 26	Fri	Average Weekday 15-min Traffic	Sat	Sun	Average Week 15-min Traffic	Average Week Profile
06:00 PM		22	17	13		17			17	
06:15 PM		15	7	14		12			12	
06:30 PM		19	9	2		10			10	
06:45 PM		11	17	4		11			11	
07:00 PM		13	17	12		14			14	
07:15 PM		20	14	14		16			16	
07:30 PM		16	18	14		16			16	
07:45 PM		14	10	8		11			11	
08:00 PM		6	6	6		6			6	
08:15 PM		6	8	4		6			6	
08:30 PM		7	7	12		9			9	
08:45 PM		7	3	9		6			6	
09:00 PM		8	9	6		8			8	
09:15 PM		11	6	9		9			9	
09:30 PM		10	6	3		6			6	
09:45 PM		3	4	8		5			5	
10:00 PM		5	4	3		4			4	
10:15 PM		4	2	2		3			3	
10:30 PM		8	2	2		4			4	
10:45 PM		1	0	5		2			2	
11:00 PM		3	5	1		3			3	
11:15 PM		1	2	2		2			2	
11:30 PM		4	0	3		2			2	
11:45 PM		2	0	0		1			1	
Day Total		1382	1311	1322		1339			1339	
% Weekday Average		103.2%	97.9%	98.7%						
% Week Average		103.2%	97.9%	98.7%		100%				
AM Peak 15-min Vol		8:00 AM 80	8:00 AM 78	9:00 AM 66		8:00 AM 68			8:00 AM 68	
PM Peak 15-min Vol		4:00 PM 54	3:00 PM 45	5:30 PM 48		3:00 PM 42			3:00 PM 42	

Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

TRUE DATA TO IMPROVE MOBILITY

Type of report: Midblock Count - Speed Data

LOCATION: Myrtle Ave N of Cavedo St | **QC JOB #:** 17640805

SPECIFIC LOCATION: | **DIRECTION:** NB

CITY/STATE: New Smyrna Beach, FL | **DATE:** May 19 2026

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
12:15 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	26-35	1
12:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
12:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
01:00 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
01:15 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
01:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
01:45 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	26-35	1
02:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
02:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
02:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
02:45 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	11-20	1
03:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
03:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
03:30 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
03:45 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	16-25	1
04:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
04:15 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	11-20	1
04:30 AM	0	0	1	0	1	0	0	0	0	0	0	0	0	0	2	16-25	1
04:45 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
05:00 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
05:15 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	16-25	1
05:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
05:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
Day Total																	
Percent																	
AM Peak																	
15-min Vol																	
PM Peak																	
15-min Vol																	

Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

TRUE DATA TO IMPROVE MOBILITY

Type of report: Midblock Count - Speed Data

LOCATION: Myrtle Ave N of Cavedo St | **QC JOB #:** 17640805

SPECIFIC LOCATION: | **DIRECTION:** NB

CITY/STATE: New Smyrna Beach, FL | **DATE:** May 19 2026

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
06:00 AM	0	0	1	4	0	0	0	0	0	0	0	0	0	0	5	21-30	5
06:15 AM	0	1	3	6	4	**2**	0	0	0	0	0	0	0	0	16	26-35	10
06:30 AM	0	0	1	4	2	1	0	0	0	0	0	0	0	0	8	26-35	6
06:45 AM	0	0	0	5	3	0	**1**	0	0	0	0	0	0	0	9	26-35	8
07:00 AM	**1**	0	3	4	1	0	0	0	0	0	0	0	0	0	9	21-30	7
07:15 AM	0	0	2	4	1	0	1	0	0	0	0	0	0	0	8	21-30	6
07:30 AM	0	2	**14**	18	4	0	0	0	0	0	0	0	0	0	38	21-30	32
07:45 AM	0	0	11	**29**	**6**	0	0	0	0	0	0	0	0	0	**46**	21-30	40
08:00 AM	0	0	9	14	4	0	0	0	0	0	0	0	0	0	27	21-30	23
08:15 AM	0	1	8	14	2	1	0	0	0	0	0	0	0	0	26	21-30	22
08:30 AM	0	1	10	3	0	0	0	0	0	0	0	0	0	0	14	21-30	13
08:45 AM	0	2	10	3	1	0	1	0	0	0	0	0	0	0	17	21-30	13
09:00 AM	0	**4**	6	7	0	0	0	0	0	0	0	0	0	0	17	21-30	13
09:15 AM	0	2	12	6	2	0	0	0	0	0	0	0	0	0	22	21-30	18
09:30 AM	0	0	10	4	0	0	0	0	0	0	0	0	0	0	14	21-30	14
09:45 AM	0	2	2	7	2	0	0	0	0	0	0	0	0	0	13	22-31	9
10:00 AM	0	0	2	2	2	0	0	0	0	0	0	0	0	0	6	21-30	4
10:15 AM	1	1	9	1	2	0	0	0	0	0	0	0	0	0	14	16-25	10
10:30 AM	0	0	2	4	1	0	0	0	0	0	0	0	0	0	7	21-30	6
10:45 AM	1	0	3	7	0	0	0	0	0	0	0	0	0	0	11	21-30	10
11:00 AM	0	2	5	2	0	0	0	0	0	0	0	0	0	0	9	20-29	7
11:15 AM	0	0	2	6	1	0	0	0	0	0	0	0	0	0	9	21-30	8
11:30 AM	0	0	4	4	2	0	0	0	0	0	0	0	0	0	10	21-30	8
11:45 AM	0	0	3	3	0	0	0	0	0	0	0	0	0	0	6	21-30	6
Day Total																	
Percent																	
AM Peak 15-min Vol																	
PM Peak 15-min Vol																	

Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

TRUE DATA TO IMPROVE MOBILITY

Type of report: Midblock Count - Speed Data

LOCATION: Myrtle Ave N of Cavedo St **QC JOB #:** 17640805
SPECIFIC LOCATION: **DIRECTION:** NB
CITY/STATE: New Smyrna Beach, FL **DATE:** May 19 2026

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
12:00 PM	0	2	2	5	2	0	0	0	0	0	0	0	0	0	11	25-34	7
12:15 PM	0	1	2	7	0	0	0	0	0	0	0	0	0	0	10	21-30	9
12:30 PM	0	0	3	7	2	1	0	0	0	0	0	0	0	0	13	21-30	10
12:45 PM	0	0	4	5	1	0	0	0	0	0	0	0	0	0	10	21-30	9
01:00 PM	0	0	10	1	0	1	0	0	0	0	0	0	0	0	12	21-30	11
01:15 PM	0	2	3	5	1	0	0	0	0	0	0	0	0	0	11	21-30	8
01:30 PM	0	0	3	7	1	0	0	0	0	0	0	0	0	0	11	21-30	10
01:45 PM	0	0	0	4	4	0	0	0	0	0	0	0	0	0	8	26-35	8
02:00 PM	1	0	6	5	3	0	0	0	0	0	0	0	0	0	15	21-30	11
02:15 PM	0	0	3	4	3	2	0	0	0	0	0	0	0	0	12	21-30	7
02:30 PM	0	2	5	6	4	0	0	0	0	0	0	0	0	0	17	21-30	11
02:45 PM	1	2	2	3	2	0	0	0	0	0	0	0	0	0	10	23-32	5
03:00 PM	0	3	2	4	3	1	0	0	0	0	0	0	0	0	13	26-35	7
03:15 PM	0	2	9	8	2	0	0	0	0	0	0	0	0	0	21	21-30	17
03:30 PM	**5**	4	13	11	5	0	0	0	0	0	0	0	0	0	38	21-30	24
03:45 PM	0	0	7	9	0	0	0	0	0	0	0	0	0	0	16	21-30	16
04:00 PM	1	1	1	6	2	0	0	0	0	0	0	0	0	0	11	26-35	8
04:15 PM	0	**13**	**41**	19	4	0	0	0	0	0	0	0	0	0	**77**	21-30	60
04:30 PM	0	3	18	11	4	0	0	0	0	0	0	0	0	0	36	21-30	29
04:45 PM	0	0	8	10	3	0	0	0	0	0	0	0	0	0	21	21-30	18
05:00 PM	0	0	2	5	1	0	0	0	0	0	0	0	0	0	8	21-30	7
05:15 PM	0	0	2	5	1	0	**1**	0	0	0	0	0	0	0	9	21-30	7
05:30 PM	0	0	5	6	1	0	0	0	0	0	0	0	0	0	12	21-30	11
05:45 PM	0	0	0	4	0	1	0	0	0	0	0	0	0	0	5	21-30	4
Day Total																	
Percent																	
AM Peak 15-min Vol																	
PM Peak 15-min Vol																	

Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Midblock Count - Speed Data

LOCATION: Myrtle Ave N of Cavedo St
QC JOB #: 17640805
SPECIFIC LOCATION:
DIRECTION: NB
CITY/STATE: New Smyrna Beach, FL
DATE: May 19 2026

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
06:00 PM	0	0	0	11	**8**	**3**	0	0	0	0	0	0	0	0	22	26-35	19
06:15 PM	0	1	4	5	2	1	0	0	0	0	0	0	0	0	13	21-30	9
06:30 PM	0	1	7	7	5	2	0	0	0	0	0	0	0	0	22	21-30	14
06:45 PM	0	0	0	16	6	3	0	0	0	0	0	0	0	0	25	26-35	22
07:00 PM	0	1	3	6	7	1	0	0	0	0	0	0	0	0	18	26-35	13
07:15 PM	0	0	4	9	2	0	0	0	0	0	0	0	0	0	15	21-30	13
07:30 PM	0	1	4	10	4	1	0	0	0	0	0	0	0	0	20	25-34	14
07:45 PM	0	1	4	**21**	4	0	0	0	0	0	0	0	0	0	30	26-35	25
08:00 PM	0	0	3	10	1	0	0	0	0	0	0	0	0	0	14	21-30	13
08:15 PM	0	0	0	5	5	0	0	0	0	0	0	0	0	0	10	26-35	10
08:30 PM	0	0	1	0	1	2	0	0	0	0	0	0	0	0	4	31-40	3
08:45 PM	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2	21-30	2
09:00 PM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
09:15 PM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	16-25	1
09:30 PM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	26-35	1
09:45 PM	0	0	1	3	0	0	0	0	0	0	0	0	0	0	4	21-30	4
10:00 PM	0	0	0	1	1	0	0	0	0	0	0	0	0	0	2	26-35	2
10:15 PM	0	1	0	2	0	0	0	0	0	0	0	0	0	0	3	21-30	2
10:30 PM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	26-35	1
10:45 PM	0	0	1	2	1	0	0	0	0	0	0	0	0	0	4	26-35	3
11:00 PM	0	1	0	2	0	0	0	0	0	0	0	0	0	0	3	21-30	2
11:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
11:30 PM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
11:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
Day Total	11	62	319	437	141	23	4	0	0	0	0	0	0	0	997	21-30	756
Percent	1.1%	6.2%	32%	43.8%	14.1%	2.3%	0.4%	0%	0%	0%	0%	0%	0%	0%			
AM Peak	7:00 AM	9:00 AM	7:30 AM	7:45 AM	7:45 AM	6:15 AM	6:45 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	7:45 AM		
15-min Vol	1	4	14	29	6	2	1	0	0	0	0	0	0	0	46		
PM Peak	3:30 PM	4:15 PM	4:15 PM	7:45 PM	6:00 PM	6:00 PM	5:15 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	4:15 PM		
15-min Vol	5	13	41	21	8	3	1	0	0	0	0	0	0	0	77		



Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Midblock Count - Speed Data

LOCATION: Myrtle Ave N of Cavedo St **QC JOB #:** 17640805
SPECIFIC LOCATION: **DIRECTION:** NB
CITY/STATE: New Smyrna Beach, FL **DATE:** May 20 2026

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
12:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
12:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
12:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
01:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
01:15 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	16-25	1
01:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
01:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
02:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
02:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
02:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
02:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
03:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
03:15 AM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	31-40	1
03:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
03:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
04:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
04:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
04:30 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	26-35	1
04:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
05:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
05:15 AM	0	0	1	0	1	0	0	0	0	0	0	0	0	0	2	16-25	1
05:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
05:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
Day Total																	
Percent																	
AM Peak																	
15-min Vol																	
PM Peak																	
15-min Vol																	

Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

TRUE DATA TO IMPROVE MOBILITY

Type of report: Midblock Count - Speed Data

LOCATION: Myrtle Ave N of Cavedo St **QC JOB #:** 17640805
SPECIFIC LOCATION: **DIRECTION:** NB
CITY/STATE: New Smyrna Beach, FL **DATE:** May 20 2026

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
06:00 AM	0	1	0	2	1	0	0	0	0	0	0	0	0	0	4	26-35	3
06:15 AM	0	0	5	4	3	1	0	0	0	0	0	0	0	0	13	21-30	9
06:30 AM	0	0	4	2	4	1	0	0	0	0	0	0	0	0	11	21-30	6
06:45 AM	**1**	1	0	5	3	0	**1**	0	0	0	0	0	0	0	11	26-35	8
07:00 AM	0	0	1	6	3	0	0	0	0	0	0	0	0	0	10	26-35	9
07:15 AM	0	0	4	22	7	**2**	0	0	0	0	0	0	0	0	35	26-35	29
07:30 AM	0	0	8	5	4	1	0	0	0	0	0	0	0	0	18	21-30	13
07:45 AM	0	0	4	8	**11**	0	1	0	0	0	0	0	0	0	24	26-35	19
08:00 AM	0	0	8	**26**	9	1	0	0	0	0	0	0	0	0	**44**	26-35	35
08:15 AM	0	0	8	16	3	0	0	0	0	0	0	0	0	0	27	21-30	24
08:30 AM	0	0	11	6	4	1	0	0	0	0	0	0	0	0	22	21-30	17
08:45 AM	0	0	10	3	1	0	1	0	0	0	0	0	0	0	15	21-30	13
09:00 AM	0	**3**	10	7	1	0	0	0	0	0	0	0	0	0	21	21-30	17
09:15 AM	1	1	**15**	13	1	0	0	0	0	0	0	0	0	0	31	21-30	28
09:30 AM	0	2	8	10	1	0	0	0	0	0	0	0	0	0	21	21-30	18
09:45 AM	0	0	4	3	2	0	0	0	0	0	0	0	0	0	9	21-30	7
10:00 AM	1	1	3	6	0	0	0	0	0	0	0	0	0	0	11	21-30	9
10:15 AM	0	1	1	8	3	0	0	0	0	0	0	0	0	0	13	26-35	11
10:30 AM	0	0	0	3	1	0	0	0	0	0	0	0	0	0	4	26-35	4
10:45 AM	1	0	2	7	2	0	0	0	0	0	0	0	0	0	12	22-31	9
11:00 AM	0	1	6	3	2	0	0	0	0	0	0	0	0	0	12	21-30	9
11:15 AM	0	1	3	4	1	0	0	0	0	0	0	0	0	0	9	21-30	7
11:30 AM	0	0	3	1	3	1	0	0	0	0	0	0	0	0	8	21-30	4
11:45 AM	0	0	2	9	2	1	0	0	0	0	0	0	0	0	14	22-31	11
Day Total																	
Percent																	
AM Peak 15-min Vol																	
PM Peak 15-min Vol																	

Comments:

TRUE DATA TO IMPROVE MOBILITY

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Midblock Count - Speed Data

LOCATION: Myrtle Ave N of Cavedo St **QC JOB #:** 17640805

SPECIFIC LOCATION: **DIRECTION:** NB

CITY/STATE: New Smyrna Beach, FL **DATE:** May 20 2026

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
12:00 PM	0	0	2	3	0	1	0	0	0	0	0	0	0	0	6	21-30	5
12:15 PM	0	2	2	3	2	0	0	0	0	0	0	0	0	0	9	23-32	5
12:30 PM	0	0	5	5	1	0	0	0	0	0	0	0	0	0	11	21-30	10
12:45 PM	0	0	1	4	2	0	0	0	0	0	0	0	0	0	7	26-35	6
01:00 PM	0	1	6	5	0	0	0	0	0	0	0	0	0	0	12	21-30	11
01:15 PM	0	1	3	3	1	1	0	0	0	0	0	0	0	0	9	21-30	6
01:30 PM	0	1	4	9	1	0	0	0	0	0	0	0	0	0	15	21-30	13
01:45 PM	0	0	3	13	1	0	0	0	0	0	0	0	0	0	17	21-30	16
02:00 PM	0	0	2	9	4	1	0	0	0	0	0	0	0	0	16	26-35	13
02:15 PM	0	1	4	6	2	0	0	0	0	0	0	0	0	0	13	21-30	10
02:30 PM	0	0	9	19	5	**2**	0	0	0	0	0	0	0	0	35	21-30	28
02:45 PM	0	0	9	14	5	0	0	0	0	0	0	0	0	0	28	21-30	23
03:00 PM	0	0	3	3	3	0	0	0	0	0	0	0	0	0	9	21-30	6
03:15 PM	0	**7**	**29**	23	0	0	0	0	0	0	0	0	0	0	59	21-30	52
03:30 PM	0	1	15	7	3	1	0	0	0	0	0	0	0	0	27	21-30	22
03:45 PM	0	0	10	13	4	1	0	0	0	0	0	0	0	0	28	21-30	23
04:00 PM	0	0	3	11	3	0	0	0	0	0	0	0	0	0	17	21-30	14
04:15 PM	0	0	2	4	1	2	0	0	0	0	0	0	0	0	9	21-30	6
04:30 PM	0	1	2	7	6	1	0	0	0	0	0	0	0	0	17	26-35	13
04:45 PM	0	0	1	3	1	0	0	0	0	0	0	0	0	0	5	23-32	4
05:00 PM	0	1	0	5	3	0	0	0	0	0	0	0	0	0	9	26-35	8
05:15 PM	0	0	1	3	2	1	0	0	0	0	0	0	0	0	7	26-35	5
05:30 PM	0	0	2	3	0	0	0	0	0	0	0	0	0	0	5	21-30	5
05:45 PM	0	0	4	4	4	0	0	0	0	0	0	0	0	0	12	21-30	8
Day Total																	
Percent																	
AM Peak 15-min Vol																	
PM Peak 15-min Vol																	

Comments:

TRUE DATA TO IMPROVE MOBILITY

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Midblock Count - Speed Data

LOCATION: Myrtle Ave N of Cavedo St | **QC JOB #:** 17640805

SPECIFIC LOCATION: | **DIRECTION:** NB

CITY/STATE: New Smyrna Beach, FL | **DATE:** May 20 2026

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
06:00 PM	0	1	1	1	3	0	0	0	0	0	0	0	0	0	6	26-35	4
06:15 PM	0	0	1	2	1	0	0	0	0	0	0	0	0	0	4	26-35	3
06:30 PM	0	0	3	11	7	1	0	0	0	0	0	0	0	0	22	26-35	18
06:45 PM	0	1	3	12	7	1	0	0	0	0	0	0	0	0	24	26-35	19
07:00 PM	0	0	16	35	6	1	0	0	0	0	0	0	0	0	58	21-30	51
07:15 PM	0	1	19	**37**	**8**	2	0	0	0	0	0	0	0	0	**67**	21-30	56
07:30 PM	0	0	5	9	6	0	0	0	0	0	0	0	0	0	20	26-35	15
07:45 PM	0	0	6	11	4	0	0	0	0	0	0	0	0	0	21	21-30	17
08:00 PM	0	1	1	4	0	0	0	0	0	0	0	0	0	0	6	21-30	5
08:15 PM	0	0	0	2	1	0	0	0	0	0	0	0	0	0	3	26-35	3
08:30 PM	0	0	1	1	1	0	0	0	0	0	0	0	0	0	3	21-30	2
08:45 PM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	26-35	1
09:00 PM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
09:15 PM	0	0	1	2	2	0	0	0	0	0	0	0	0	0	5	26-35	4
09:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
09:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
10:00 PM	0	0	1	0	1	0	0	0	0	0	0	0	0	0	2	16-25	1
10:15 PM	0	0	2	1	1	0	0	0	0	0	0	0	0	0	4	21-30	3
10:30 PM	0	0	1	0	2	0	0	0	0	0	0	0	0	0	3	26-35	2
10:45 PM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
11:00 PM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	16-25	1
11:15 PM	0	0	0	1	0	1	0	0	0	0	0	0	0	0	2	21-30	1
11:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
11:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
Day Total	4	32	306	489	179	27	3	0	0	0	0	0	0	0	1040	21-30	795
Percent	0.4%	3.1%	29.4%	47%	17.2%	2.6%	0.3%	0%	0%	0%	0%	0%	0%	0%			



AM Peak	6:45 AM	9:00 AM	9:15 AM	8:00 AM	7:45 AM	7:15 AM	6:45 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	8:00 AM		
15-min Vol	1	3	15	26	11	2	1	0	0	0	0	0	0	0	44		
PM Peak	12:00 PM	3:15 PM	3:15 PM	7:15 PM	7:15 PM	2:30 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	7:15 PM		
15-min Vol	0	7	29	37	8	2	0	0	0	0	0	0	0	0	67		

Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Midblock Count - Speed Data

LOCATION: Myrtle Ave N of Cavedo St **QC JOB #:** 17640805

SPECIFIC LOCATION: **DIRECTION:** NB

CITY/STATE: New Smyrna Beach, FL **DATE:** May 21 2026

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
12:00 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
12:15 AM	0	0	2	0	1	0	0	0	0	0	0	0	0	0	3	16-25	2
12:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
12:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
01:00 AM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	31-40	1
01:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
01:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
01:45 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
02:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
02:15 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	26-35	1
02:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
02:45 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	16-25	1
03:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
03:15 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	26-35	1
03:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
03:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
04:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
04:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
04:30 AM	0	1	0	0	1	0	0	0	0	0	0	0	0	0	2	11-20	1
04:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
05:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
05:15 AM	0	0	1	1	1	0	0	0	0	0	0	0	0	0	3	21-30	2
05:30 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	26-35	1
05:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
Day Total																	
Percent																	
AM Peak																	
15-min Vol																	
PM Peak																	
15-min Vol																	

Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

TRUE DATA TO IMPROVE MOBILITY

Type of report: Midblock Count - Speed Data

LOCATION: Myrtle Ave N of Cavedo St **QC JOB #:** 17640805

SPECIFIC LOCATION: **DIRECTION:** NB

CITY/STATE: New Smyrna Beach, FL **DATE:** May 21 2026

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
06:00 AM	0	0	0	3	1	0	0	0	0	0	0	0	0	0	4	26-35	4
06:15 AM	0	0	2	5	7	1	**1**	0	0	0	0	0	0	0	16	26-35	12
06:30 AM	0	1	4	6	3	0	0	0	0	0	0	0	0	0	14	21-30	10
06:45 AM	0	0	0	0	3	0	1	0	0	0	0	0	0	0	4	26-35	3
07:00 AM	0	0	0	4	6	0	0	0	0	0	0	0	0	0	10	26-35	10
07:15 AM	0	1	6	**12**	**10**	**2**	0	0	0	0	0	0	0	0	31	26-35	22
07:30 AM	0	0	10	8	3	0	0	0	0	0	0	0	0	0	21	21-30	18
07:45 AM	0	0	3	4	5	0	0	0	0	0	0	0	0	0	12	26-35	9
08:00 AM	0	2	6	8	2	0	0	0	0	0	0	0	0	0	18	21-30	14
08:15 AM	0	0	9	12	0	0	0	0	0	0	0	0	0	0	21	21-30	21
08:30 AM	0	0	9	6	1	0	0	0	0	0	0	0	0	0	16	21-30	15
08:45 AM	**1**	0	6	10	3	0	0	0	0	0	0	0	0	0	20	21-30	16
09:00 AM	0	1	9	6	2	1	1	0	0	0	0	0	0	0	20	21-30	15
09:15 AM	0	**5**	**18**	9	2	0	0	0	0	0	0	0	0	0	**34**	21-30	27
09:30 AM	0	2	11	6	2	0	0	0	0	0	0	0	0	0	21	21-30	17
09:45 AM	0	0	4	6	4	0	0	0	0	0	0	0	0	0	14	23-32	10
10:00 AM	0	0	1	7	4	0	1	0	0	0	0	0	0	0	13	26-35	11
10:15 AM	0	0	1	5	2	1	0	0	0	0	0	0	0	0	9	26-35	7
10:30 AM	0	0	1	7	2	1	0	0	0	0	0	0	0	0	11	26-35	9
10:45 AM	0	0	2	5	0	0	0	0	0	0	0	0	0	0	7	21-30	7
11:00 AM	0	1	4	3	0	0	0	0	0	0	0	0	0	0	8	21-30	7
11:15 AM	0	0	5	6	3	0	0	0	0	0	0	0	0	0	14	21-30	11
11:30 AM	0	0	0	3	1	0	0	0	0	0	0	0	0	0	4	26-35	4
11:45 AM	0	0	5	1	2	1	0	0	0	0	0	0	0	0	9	21-30	6
Day Total																	
Percent																	
AM Peak 15-min Vol																	
PM Peak 15-min Vol																	

Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

TRUE DATA TO IMPROVE MOBILITY

Type of report: Midblock Count - Speed Data

LOCATION: Myrtle Ave N of Cavedo St | **QC JOB #:** 17640805

SPECIFIC LOCATION: | **DIRECTION:** NB

CITY/STATE: New Smyrna Beach, FL | **DATE:** May 21 2026

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
12:00 PM	0	1	3	9	1	**2**	0	0	0	0	0	0	0	0	16	21-30	12
12:15 PM	0	0	1	3	3	0	0	0	0	0	0	0	0	0	7	26-35	6
12:30 PM	0	1	4	4	1	0	0	0	0	0	0	0	0	0	10	21-30	8
12:45 PM	0	1	4	6	1	0	0	0	0	0	0	0	0	0	12	21-30	10
01:00 PM	0	1	3	5	1	0	0	0	0	0	0	0	0	0	10	21-30	8
01:15 PM	0	0	3	3	1	0	0	0	0	0	0	0	0	0	7	21-30	6
01:30 PM	0	0	2	5	2	0	0	0	0	0	0	0	0	0	9	25-34	7
01:45 PM	0	0	3	1	1	0	0	0	0	0	0	0	0	0	5	21-30	4
02:00 PM	0	1	4	4	3	1	**1**	0	0	0	0	0	0	0	14	21-30	8
02:15 PM	0	0	3	5	**5**	0	0	0	0	0	0	0	0	0	13	26-35	10
02:30 PM	0	0	4	2	2	0	0	0	0	0	0	0	0	0	8	21-30	6
02:45 PM	0	0	5	4	1	0	0	0	0	0	0	0	0	0	10	21-30	9
03:00 PM	0	0	1	4	4	0	0	0	0	0	0	0	0	0	9	26-35	8
03:15 PM	0	0	8	18	4	0	0	0	0	0	0	0	0	0	30	21-30	26
03:30 PM	1	**2**	8	13	4	0	0	0	0	0	0	0	0	0	28	21-30	21
03:45 PM	0	0	12	10	4	0	0	0	0	0	0	0	0	0	26	21-30	22
04:00 PM	0	1	2	5	4	2	0	0	0	0	0	0	0	0	14	26-35	9
04:15 PM	0	1	**42**	**31**	3	0	0	0	0	0	0	0	0	0	**77**	21-30	73
04:30 PM	0	0	6	16	2	1	0	0	0	0	0	0	0	0	25	21-30	22
04:45 PM	0	2	11	11	1	0	0	0	0	0	0	0	0	0	25	21-30	22
05:00 PM	0	0	3	4	3	0	0	0	0	0	0	0	0	0	10	21-30	7
05:15 PM	0	0	0	2	3	0	0	0	0	0	0	0	0	0	5	26-35	5
05:30 PM	0	0	1	2	2	0	0	0	0	0	0	0	0	0	5	26-35	4
05:45 PM	0	0	5	7	1	0	0	0	0	0	0	0	0	0	13	21-30	12
Day Total																	
Percent																	
AM Peak																	
15-min Vol																	
PM Peak																	
15-min Vol																	

Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

TRUE DATA TO IMPROVE MOBILITY

Type of report: Midblock Count - Speed Data

LOCATION: Myrtle Ave N of Cavedo St **QC JOB #:** 17640805
SPECIFIC LOCATION: **DIRECTION:** NB
CITY/STATE: New Smyrna Beach, FL **DATE:** May 21 2026

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
06:00 PM	0	0	1	6	4	0	0	0	0	0	0	0	0	0	11	26-35	10
06:15 PM	0	0	2	1	2	0	0	0	0	0	0	0	0	0	5	21-30	3
06:30 PM	0	1	1	2	2	2	0	0	0	0	0	0	0	0	8	26-35	4
06:45 PM	0	0	1	1	0	0	1	0	0	0	0	0	0	0	3	21-30	2
07:00 PM	0	1	2	4	3	0	0	0	0	0	0	0	0	0	10	26-35	7
07:15 PM	0	1	1	7	0	0	0	0	0	0	0	0	0	0	9	21-30	8
07:30 PM	0	1	18	23	2	1	0	0	0	0	0	0	0	0	45	21-30	41
07:45 PM	0	0	6	4	0	0	0	0	0	0	0	0	0	0	10	21-30	10
08:00 PM	0	0	1	3	0	1	0	0	0	0	0	0	0	0	5	21-30	4
08:15 PM	2	0	2	2	2	0	0	0	0	0	0	0	0	0	8	21-30	4
08:30 PM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	16-25	1
08:45 PM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	26-35	1
09:00 PM	0	0	3	1	1	0	0	0	0	0	0	0	0	0	5	21-30	4
09:15 PM	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2	16-25	2
09:30 PM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
09:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
10:00 PM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	16-25	1
10:15 PM	0	0	1	2	0	0	0	0	0	0	0	0	0	0	3	21-30	3
10:30 PM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
10:45 PM	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2	21-30	2
11:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
11:15 PM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	26-35	1
11:30 PM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	26-35	1
11:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
Day Total	4	29	302	378	150	18	6	0	0	0	0	0	0	0	887	21-30	680
Percent	0.5%	3.3%	34%	42.6%	16.9%	2%	0.7%	0%	0%	0%	0%	0%	0%	0%			
AM Peak	8:45 AM	9:15 AM	9:15 AM	7:15 AM	7:15 AM	7:15 AM	6:15 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	9:15 AM		
15-min Vol	1	5	18	12	10	2	1	0	0	0	0	0	0	0	34		
PM Peak	8:15 PM	3:30 PM	4:15 PM	4:15 PM	2:15 PM	12:00 PM	2:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	4:15 PM		
15-min Vol	2	2	42	31	5	2	1	0	0	0	0	0	0	0	77		



Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Midblock Count - Speed Data

SUMMARY - Midblock Count - Speed Data

LOCATION: Myrtle Ave N of Cavedo St
QC JOB #: 17640805
SPECIFIC LOCATION:
DIRECTION: NB
CITY/STATE: New Smyrna Beach, FL
DATE: May 19 2026 - May 21 2026

Speed Range	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
Grand Total	19	123	927	1304	470	68	13	0	0	0	0	0	0	0	2924	21-30	2231
Percent	0.6%	4.2%	31.7%	44.6%	16.1%	2.3%	0.4%	0%	0%	0%	0%	0%	0%	0%			
Cumulative Percent	0.6%	4.9%	36.6%	81.2%	97.2%	99.6%	100%	100%	100%	100%	100%	100%	100%	100%			

ADT
974



85th Percentile: 31 MPH
Mean Speed(Average): 26 MPH
Median: 26 MPH
Mode: 28 MPH

Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

TRUE DATA TO IMPROVE MOBILITY

Type of report: Midblock Count - Volume Data

LOCATION: Myrtle Ave N of Cavedo St | **QC JOB #:** 17640805

SPECIFIC LOCATION: | **DIRECTION:** NB

CITY/STATE: New Smyrna Beach, FL | **DATE:** May 19 2026 - May 21 2026

Start Time	Mon	Tue 19 May 26	Wed 20 May 26	Thu 21 May 26	Fri	Average Weekday 15-min Traffic	Sat	Sun	Average Week 15-min Traffic	Average Week Profile
12:00 AM		1	0	1		1			1	
12:15 AM		1	0	3		1			1	
12:30 AM		0	0	1		0			0	
12:45 AM		0	1	0		0			0	
01:00 AM		1	0	1		1			1	
01:15 AM		1	1	0		1			1	
01:30 AM		0	0	1		0			0	
01:45 AM		1	0	1		1			1	
02:00 AM		0	0	1		0			0	
02:15 AM		1	0	1		1			1	
02:30 AM		0	1	0		0			0	
02:45 AM		1	0	1		1			1	
03:00 AM		0	0	0		0			0	
03:15 AM		0	1	1		1			1	
03:30 AM		2	0	0		1			1	
03:45 AM		1	0	0		0			0	
04:00 AM		1	1	0		1			1	
04:15 AM		2	1	1		1			1	
04:30 AM		3	2	2		2			2	
04:45 AM		2	1	0		1			1	
05:00 AM		1	0	0		0			0	
05:15 AM		3	4	4		4			4	
05:30 AM		1	2	4		2			2	
05:45 AM		2	3	2		2			2	
Day Total										
% Weekday Average										
% Week Average										
AM Peak 15-min Vol										
PM Peak 15-min Vol										

Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

TRUE DATA TO IMPROVE MOBILITY

Type of report: Midblock Count - Volume Data

LOCATION: Myrtle Ave N of Cavedo St **QC JOB #:** 17640805

SPECIFIC LOCATION: **DIRECTION:** NB

CITY/STATE: New Smyrna Beach, FL **DATE:** May 19 2026 - May 21 2026

Start Time	Mon	Tue 19 May 26	Wed 20 May 26	Thu 21 May 26	Fri	Average Weekday 15-min Traffic	Sat	Sun	Average Week 15-min Traffic	Average Week Profile
06:00 AM		6	5	4		5			5	
06:15 AM		16	13	17		15			15	
06:30 AM		8	11	14		11			11	
06:45 AM		9	11	4		8			8	
07:00 AM		9	10	10		10			10	
07:15 AM		8	35	31		25			25	
07:30 AM		38	18	21		26			26	
07:45 AM		**46**	24	12		27			27	
08:00 AM		27	**44**	18		**30**			**30**	
08:15 AM		26	27	21		25			25	
08:30 AM		14	22	16		17			17	
08:45 AM		17	15	20		17			17	
09:00 AM		17	21	20		19			19	
09:15 AM		22	31	**34**		29			29	
09:30 AM		14	21	21		19			19	
09:45 AM		13	9	14		12			12	
10:00 AM		6	11	13		10			10	
10:15 AM		14	13	9		12			12	
10:30 AM		7	4	11		7			7	
10:45 AM		11	12	7		10			10	
11:00 AM		9	12	8		10			10	
11:15 AM		9	9	14		11			11	
11:30 AM		10	8	4		7			7	
11:45 AM		6	14	9		10			10	
Day Total										
% Weekday Average										
% Week Average										
AM Peak 15-min Vol										
PM Peak 15-min Vol										

Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

TRUE DATA TO IMPROVE MOBILITY

Type of report: Midblock Count - Volume Data

LOCATION: Myrtle Ave N of Cavedo St | **QC JOB #:** 17640805

SPECIFIC LOCATION: | **DIRECTION:** NB

CITY/STATE: New Smyrna Beach, FL | **DATE:** May 19 2026 - May 21 2026

Start Time	Mon	Tue 19 May 26	Wed 20 May 26	Thu 21 May 26	Fri	Average Weekday 15-min Traffic	Sat	Sun	Average Week 15-min Traffic	Average Week Profile
12:00 PM		11	6	16		11			11	
12:15 PM		10	9	7		9			9	
12:30 PM		13	11	10		11			11	
12:45 PM		10	7	12		10			10	
01:00 PM		12	12	10		11			11	
01:15 PM		11	9	7		9			9	
01:30 PM		11	15	9		12			12	
01:45 PM		8	17	5		10			10	
02:00 PM		16	16	14		15			15	
02:15 PM		12	13	13		13			13	
02:30 PM		17	35	8		20			20	
02:45 PM		10	28	10		16			16	
03:00 PM		13	9	9		10			10	
03:15 PM		21	59	30		37			37	
03:30 PM		38	27	28		31			31	
03:45 PM		16	28	26		23			23	
04:00 PM		11	17	14		14			14	
04:15 PM		**77**	9	**77**		**54**			**54**	
04:30 PM		36	17	25		26			26	
04:45 PM		21	5	25		17			17	
05:00 PM		8	9	10		9			9	
05:15 PM		9	7	5		7			7	
05:30 PM		12	5	5		7			7	
05:45 PM		5	12	13		10			10	
Day Total										
% Weekday Average										
% Week Average										
AM Peak 15-min Vol										
PM Peak 15-min Vol										

Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

THRU DATA TO IMPROVE MOBILITY

Type of report: Midblock Count - Volume Data

LOCATION: Myrtle Ave N of Cavedo St **QC JOB #:** 17640805

SPECIFIC LOCATION: **DIRECTION:** NB

CITY/STATE: New Smyrna Beach, FL **DATE:** May 19 2026 - May 21 2026

Start Time	Mon	Tue 19 May 26	Wed 20 May 26	Thu 21 May 26	Fri	Average Weekday 15-min Traffic	Sat	Sun	Average Week 15-min Traffic	Average Week Profile
06:00 PM		22	6	11		13			13	
06:15 PM		13	4	5		7			7	
06:30 PM		22	22	8		17			17	
06:45 PM		25	24	3		17			17	
07:00 PM		18	58	10		29			29	
07:15 PM		15	**67**	9		30			30	
07:30 PM		20	20	45		28			28	
07:45 PM		30	21	10		20			20	
08:00 PM		14	6	5		8			8	
08:15 PM		10	3	8		7			7	
08:30 PM		7	3	1		4			4	
08:45 PM		3	2	3		3			3	
09:00 PM		5	1	6		4			4	
09:15 PM		2	7	2		4			4	
09:30 PM		1	2	1		1			1	
09:45 PM		4	1	1		2			2	
10:00 PM		3	4	1		3			3	
10:15 PM		4	4	4		4			4	
10:30 PM		1	4	1		2			2	
10:45 PM		6	2	3		4			4	
11:00 PM		4	1	1		2			2	
11:15 PM		2	4	1		2			2	
11:30 PM		1	0	2		1			1	
11:45 PM		0	0	0		0			0	
Day Total		1027	1066	906		998			998	
% Weekday Average		102.9%	106.8%	90.8%						
% Week Average		102.9%	106.8%	90.8%		100%				
AM Peak 15-min Vol		7:45 AM 46	8:00 AM 44	9:15 AM 34		8:00 AM 30			8:00 AM 30	
PM Peak 15-min Vol		4:15 PM 77	7:15 PM 67	4:15 PM 77		4:15 PM 54			4:15 PM 54	

Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

THUE DATA TO IMPROVE MOBILITY

Type of report: Midblock Count - Speed Data

LOCATION: Myrtle Ave N of Cavedo St
QC JOB #: 17640805
SPECIFIC LOCATION:
DIRECTION: NB, SB
CITY/STATE: New Smyrna Beach, FL
DATE: May 19 2026

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
12:00 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	26-35	1
12:15 AM	0	0	1	0	1	0	0	0	0	0	0	0	0	0	2	16-25	1
12:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
12:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
01:00 AM	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2	21-30	2
01:15 AM	0	0	0	4	0	0	0	0	0	0	0	0	0	0	4	21-30	4
01:30 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
01:45 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	26-35	1
02:00 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
02:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
02:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
02:45 AM	0	1	0	1	0	0	0	0	0	0	0	0	0	0	2	11-20	1
03:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
03:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
03:30 AM	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2	21-30	2
03:45 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	16-25	1
04:00 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
04:15 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	11-20	1
04:30 AM	0	0	1	0	1	0	0	0	0	0	0	0	0	0	2	16-25	1
04:45 AM	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2	21-30	2
05:00 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
05:15 AM	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2	21-30	2
05:30 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	26-35	1
05:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
Day Total																	
Percent																	
AM Peak																	
15-min Vol																	
PM Peak																	
15-min Vol																	

Comments:

TRUE DATA TO IMPROVE MOBILITY

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Midblock Count - Speed Data

LOCATION: Myrtle Ave N of Cavedo St
QC JOB #: 17640805
SPECIFIC LOCATION:
DIRECTION: NB, SB
CITY/STATE: New Smyrna Beach, FL
DATE: May 19 2026

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
06:00 AM	0	0	1	4	0	0	0	0	0	0	0	0	0	0	5	21-30	5
06:15 AM	0	1	5	7	4	**2**	0	0	0	0	0	0	0	0	19	21-30	12
06:30 AM	0	1	1	4	2	1	0	0	0	0	0	0	0	0	9	26-35	6
06:45 AM	0	0	2	5	3	0	**1**	0	0	0	0	0	0	0	11	26-35	8
07:00 AM	1	1	4	12	2	0	0	0	0	0	0	0	0	0	20	21-30	16
07:15 AM	0	1	3	9	3	1	1	0	0	0	0	0	0	0	18	21-30	12
07:30 AM	0	3	27	34	6	0	0	0	0	0	0	0	0	0	70	21-30	61
07:45 AM	0	**5**	34	60	11	1	0	0	0	0	0	0	0	0	**111**	21-30	94
08:00 AM	0	1	26	**67**	**12**	0	0	0	0	0	0	0	0	0	106	21-30	93
08:15 AM	0	2	35	37	8	2	0	0	0	0	0	0	0	0	84	21-30	72
08:30 AM	0	1	22	17	0	0	0	0	0	0	0	0	0	0	40	21-30	39
08:45 AM	0	3	**39**	24	2	0	1	0	0	0	0	0	0	0	69	21-30	63
09:00 AM	0	4	28	40	0	0	0	0	0	0	0	0	0	0	72	21-30	68
09:15 AM	0	4	30	25	4	0	0	0	0	0	0	0	0	0	63	21-30	55
09:30 AM	0	1	14	8	2	0	0	0	0	0	0	0	0	0	25	21-30	22
09:45 AM	0	4	3	10	4	0	0	0	0	0	0	0	0	0	21	26-35	14
10:00 AM	0	0	4	9	4	0	0	0	0	0	0	0	0	0	17	24-33	13
10:15 AM	**3**	2	13	9	7	0	0	0	0	0	0	0	0	0	34	21-30	22
10:30 AM	1	1	5	8	2	0	0	0	0	0	0	0	0	0	17	21-30	13
10:45 AM	2	2	5	12	0	0	0	0	0	0	0	0	0	0	21	21-30	17
11:00 AM	0	3	8	6	2	1	0	0	0	0	0	0	0	0	20	21-30	14
11:15 AM	0	0	3	12	3	1	0	0	0	0	0	0	0	0	19	21-30	15
11:30 AM	0	0	7	13	3	0	0	0	0	0	0	0	0	0	23	21-30	20
11:45 AM	0	1	6	11	2	0	0	0	0	0	0	0	0	0	20	21-30	17
Day Total																	
Percent																	
AM Peak 15-min Vol																	
PM Peak 15-min Vol																	

Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Midblock Count - Speed Data

LOCATION: Myrtle Ave N of Cavedo St | **QC JOB #:** 17640805

SPECIFIC LOCATION: | **DIRECTION:** NB, SB

CITY/STATE: New Smyrna Beach, FL | **DATE:** May 19 2026

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
12:00 PM	0	2	5	13	2	0	0	0	0	0	0	0	0	0	22	21-30	18
12:15 PM	0	2	9	14	2	0	0	0	0	0	0	0	0	0	27	21-30	23
12:30 PM	0	2	9	16	4	1	0	0	0	0	0	0	0	0	32	21-30	25
12:45 PM	1	2	8	13	4	0	0	0	0	0	0	0	0	0	28	21-30	21
01:00 PM	0	1	17	12	2	1	0	0	0	0	0	0	0	0	33	21-30	29
01:15 PM	0	3	8	18	2	0	0	0	0	0	0	0	0	0	31	21-30	26
01:30 PM	0	0	10	13	2	0	0	0	0	0	0	0	0	0	25	21-30	23
01:45 PM	0	0	3	14	7	0	0	0	0	0	0	0	0	0	24	26-35	21
02:00 PM	1	0	10	19	6	0	0	0	0	0	0	0	0	0	36	21-30	29
02:15 PM	0	0	14	8	4	4	0	0	0	0	0	0	0	0	30	21-30	22
02:30 PM	0	4	9	18	7	0	0	0	0	0	0	0	0	0	38	21-30	27
02:45 PM	1	2	12	13	7	0	0	0	0	0	0	0	0	0	35	21-30	25
03:00 PM	0	6	21	23	5	1	0	0	0	0	0	0	0	0	56	21-30	44
03:15 PM	0	3	24	22	3	0	0	0	0	0	0	0	0	0	52	21-30	46
03:30 PM	**5**	6	30	27	8	0	0	0	0	0	0	0	0	0	76	21-30	57
03:45 PM	0	2	31	22	1	0	0	0	0	0	0	0	0	0	56	21-30	53
04:00 PM	1	5	25	28	6	0	0	0	0	0	0	0	0	0	65	21-30	53
04:15 PM	1	**16**	**55**	29	7	0	0	0	0	0	0	0	0	0	**108**	21-30	84
04:30 PM	0	3	29	22	6	0	0	0	0	0	0	0	0	0	60	21-30	51
04:45 PM	0	1	11	13	4	1	0	0	0	0	0	0	0	0	30	21-30	24
05:00 PM	0	1	11	14	3	0	0	0	0	0	0	0	0	0	29	21-30	25
05:15 PM	0	1	7	8	3	0	**1**	0	0	0	0	0	0	0	20	21-30	15
05:30 PM	0	0	11	16	7	0	0	0	0	0	0	0	0	0	34	21-30	27
05:45 PM	0	0	5	20	4	1	0	0	0	0	0	0	0	0	30	21-30	25
Day Total																	
Percent																	
AM Peak 15-min Vol																	
PM Peak 15-min Vol																	

Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Midblock Count - Speed Data

LOCATION: Myrtle Ave N of Cavedo St
QC JOB #: 17640805
SPECIFIC LOCATION:
DIRECTION: NB, SB
CITY/STATE: New Smyrna Beach, FL
DATE: May 19 2026

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
06:00 PM	0	1	4	19	**14**	**5**	0	0	0	0	0	0	0	0	43	26-35	33
06:15 PM	0	2	7	14	3	1	0	0	0	0	0	0	0	0	27	21-30	21
06:30 PM	0	2	16	11	8	2	0	0	0	0	0	0	0	0	39	21-30	27
06:45 PM	0	1	2	23	7	3	0	0	0	0	0	0	0	0	36	26-35	30
07:00 PM	0	2	5	11	12	1	0	0	0	0	0	0	0	0	31	26-35	23
07:15 PM	0	0	6	20	9	0	0	0	0	0	0	0	0	0	35	26-35	29
07:30 PM	0	2	10	16	6	1	0	0	0	0	0	0	0	0	35	21-30	26
07:45 PM	0	1	6	**31**	6	0	0	0	0	0	0	0	0	0	44	25-34	37
08:00 PM	0	1	6	12	1	0	0	0	0	0	0	0	0	0	20	21-30	18
08:15 PM	0	2	1	8	5	0	0	0	0	0	0	0	0	0	16	26-35	13
08:30 PM	0	0	3	1	3	2	0	0	0	0	0	0	0	0	9	31-40	5
08:45 PM	0	0	3	3	0	0	0	0	0	0	0	0	0	0	6	21-30	6
09:00 PM	0	0	2	5	2	0	0	0	0	0	0	0	0	0	9	25-34	7
09:15 PM	0	0	2	6	2	0	0	0	0	0	0	0	0	0	10	23-32	8
09:30 PM	0	1	4	2	3	0	0	0	0	0	0	0	0	0	10	21-30	6
09:45 PM	0	0	1	5	1	0	0	0	0	0	0	0	0	0	7	24-33	6
10:00 PM	0	0	0	3	3	0	0	0	0	0	0	0	0	0	6	26-35	6
10:15 PM	0	1	2	3	1	0	0	0	0	0	0	0	0	0	7	21-30	5
10:30 PM	0	0	3	4	1	0	0	0	0	0	0	0	0	0	8	21-30	7
10:45 PM	0	0	1	2	2	0	0	0	0	0	0	0	0	0	5	26-35	4
11:00 PM	0	1	1	2	0	0	0	0	0	0	0	0	0	0	4	21-30	3
11:15 PM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
11:30 PM	0	0	1	2	2	0	0	0	0	0	0	0	0	0	5	26-35	4
11:45 PM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	26-35	1
Day Total	17	122	790	1077	289	33	4	0	0	0	0	0	0	0	2332	21-30	1867
Percent	0.7%	5.2%	33.9%	46.2%	12.4%	1.4%	0.2%	0%	0%	0%	0%	0%	0%	0%			
AM Peak	10:15 AM	7:45 AM	8:45 AM	8:00 AM	8:00 AM	6:15 AM	6:45 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	7:45 AM		
15-min Vol	3	5	39	67	12	2	1	0	0	0	0	0	0	0	111		
PM Peak	3:30 PM	4:15 PM	4:15 PM	7:45 PM	6:00 PM	6:00 PM	5:15 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	4:15 PM		
15-min Vol	5	16	55	31	14	5	1	0	0	0	0	0	0	0	108		



Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Midblock Count - Speed Data

LOCATION: Myrtle Ave N of Cavedo St
QC JOB #: 17640805
SPECIFIC LOCATION:
DIRECTION: NB, SB
CITY/STATE: New Smyrna Beach, FL
DATE: May 20 2026

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
12:15 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
12:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
12:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
01:00 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	26-35	1
01:15 AM	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2	21-30	2
01:30 AM	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2	21-30	2
01:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
02:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
02:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
02:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
02:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
03:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
03:15 AM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	31-40	1
03:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
03:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
04:00 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	26-35	1
04:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
04:30 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	26-35	1
04:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
05:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
05:15 AM	0	0	1	0	2	0	0	0	0	0	0	0	0	0	3	26-35	2
05:30 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
05:45 AM	0	0	0	3	0	0	0	0	0	0	0	0	0	0	3	21-30	3
Day Total																	
Percent																	
AM Peak 15-min Vol																	
PM Peak 15-min Vol																	

Comments:

Report generated on 5/27/2026 10:18 AM

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TRUE DATA TO IMPROVE MOBILITY

Type of report: Midblock Count - Speed Data

LOCATION: Myrtle Ave N of Cavedo St **QC JOB #:** 17640805
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Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
06:00 AM	0	1	0	2	1	0	0	0	0	0	0	0	0	0	4	26-35	3
06:15 AM	0	0	6	5	4	1	0	0	0	0	0	0	0	0	16	21-30	11
06:30 AM	0	0	5	3	5	1	0	0	0	0	0	0	0	0	14	24-33	8
06:45 AM	**1**	1	2	6	4	1	**1**	0	0	0	0	0	0	0	16	26-35	10
07:00 AM	0	1	1	10	3	0	0	0	0	0	0	0	0	0	15	26-35	13
07:15 AM	0	0	12	31	9	**2**	0	0	0	0	0	0	0	0	54	21-30	43
07:30 AM	0	0	15	14	11	1	0	0	0	0	0	0	0	0	41	21-30	29
07:45 AM	0	2	15	22	**13**	0	1	0	0	0	0	0	0	0	53	21-30	37
08:00 AM	0	0	42	**69**	9	1	0	0	0	0	0	0	0	0	**121**	21-30	111
08:15 AM	0	3	33	55	10	0	0	0	0	0	0	0	0	0	101	21-30	88
08:30 AM	0	0	27	26	6	1	0	0	0	0	0	0	0	0	60	21-30	53
08:45 AM	0	1	30	18	4	0	1	0	0	0	0	0	0	0	54	21-30	48
09:00 AM	0	**10**	**48**	28	7	0	0	0	0	0	0	0	0	0	93	21-30	76
09:15 AM	1	2	44	37	2	0	0	0	0	0	0	0	0	0	86	21-30	81
09:30 AM	0	7	10	14	2	0	0	0	0	0	0	0	0	0	33	21-30	24
09:45 AM	0	0	12	10	4	0	0	0	0	0	0	0	0	0	26	21-30	22
10:00 AM	1	1	5	12	0	1	0	0	0	0	0	0	0	0	20	21-30	17
10:15 AM	1	3	6	13	3	0	0	0	0	0	0	0	0	0	26	21-30	19
10:30 AM	0	0	2	9	2	0	0	0	0	0	0	0	0	0	13	22-31	11
10:45 AM	1	1	4	15	4	0	0	0	0	0	0	0	0	0	25	24-33	19
11:00 AM	0	2	8	9	4	1	0	0	0	0	0	0	0	0	24	21-30	17
11:15 AM	0	1	6	7	4	0	0	0	0	0	0	0	0	0	18	21-30	13
11:30 AM	0	0	6	10	6	1	0	0	0	0	0	0	0	0	23	21-30	16
11:45 AM	0	0	8	17	3	2	0	0	0	0	0	0	0	0	30	21-30	25
Day Total																	
Percent																	
AM Peak 15-min Vol																	
PM Peak 15-min Vol																	

Comments:

Report generated on 5/27/2026 10:18 AM SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

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Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
12:00 PM	0	1	9	10	3	**3**	0	0	0	0	0	0	0	0	26	21-30	19
12:15 PM	0	2	11	9	3	0	0	0	0	0	0	0	0	0	25	21-30	20
12:30 PM	0	0	9	12	3	0	0	0	0	0	0	0	0	0	24	21-30	21
12:45 PM	0	0	2	14	5	2	0	0	0	0	0	0	0	0	23	26-35	19
01:00 PM	0	4	7	11	0	1	0	0	0	0	0	0	0	0	23	21-30	18
01:15 PM	0	1	9	5	3	1	0	0	0	0	0	0	0	0	19	21-30	14
01:30 PM	1	3	7	24	5	0	0	0	0	0	0	0	0	0	40	21-30	31
01:45 PM	0	0	4	27	2	0	0	0	0	0	0	0	0	0	33	21-30	31
02:00 PM	0	0	11	27	9	1	0	0	0	0	0	0	0	0	48	21-30	38
02:15 PM	0	2	15	22	5	0	0	0	0	0	0	0	0	0	44	21-30	37
02:30 PM	**2**	1	19	44	6	2	0	0	0	0	0	0	0	0	74	21-30	63
02:45 PM	0	2	16	28	8	0	0	0	0	0	0	0	0	0	54	21-30	44
03:00 PM	0	0	20	31	3	0	0	0	0	0	0	0	0	0	54	21-30	51
03:15 PM	0	**8**	**44**	36	4	1	0	0	0	0	0	0	0	0	**93**	21-30	80
03:30 PM	0	3	28	17	5	1	0	0	0	0	0	0	0	0	54	21-30	45
03:45 PM	0	1	18	21	5	1	0	0	0	0	0	0	0	0	46	21-30	39
04:00 PM	0	0	3	18	5	0	0	0	0	0	0	0	0	0	26	26-35	23
04:15 PM	0	1	7	11	3	2	0	0	0	0	0	0	0	0	24	21-30	18
04:30 PM	0	1	3	12	6	1	0	0	0	0	0	0	0	0	23	26-35	18
04:45 PM	0	1	4	7	3	1	0	0	0	0	0	0	0	0	16	21-30	11
05:00 PM	0	1	6	18	7	1	0	0	0	0	0	0	0	0	33	26-35	25
05:15 PM	0	0	4	17	4	1	0	0	0	0	0	0	0	0	26	24-33	21
05:30 PM	0	0	13	23	3	1	0	0	0	0	0	0	0	0	40	21-30	36
05:45 PM	0	1	17	24	6	0	0	0	0	0	0	0	0	0	48	21-30	41
Day Total																	
Percent																	
AM Peak 15-min Vol																	
PM Peak 15-min Vol																	

Comments:

TRUE DATA TO IMPROVE MOBILITY

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Midblock Count - Speed Data

LOCATION: Myrtle Ave N of Cavedo St
QC JOB #: 17640805
SPECIFIC LOCATION:
DIRECTION: NB, SB
CITY/STATE: New Smyrna Beach, FL
DATE: May 20 2026

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
06:00 PM	0	2	6	8	6	0	0	0	0	0	0	0	0	0	22	21-30	14
06:15 PM	0	0	1	7	2	0	0	0	0	0	0	0	0	0	10	26-35	9
06:30 PM	0	1	5	16	8	1	0	0	0	0	0	0	0	0	31	26-35	24
06:45 PM	0	1	6	20	12	1	**1**	0	0	0	0	0	0	0	41	26-35	32
07:00 PM	0	0	16	**46**	10	1	0	0	0	0	0	0	0	0	73	21-30	62
07:15 PM	0	2	24	41	12	2	0	0	0	0	0	0	0	0	81	21-30	65
07:30 PM	0	0	7	16	**15**	0	0	0	0	0	0	0	0	0	38	26-35	31
07:45 PM	0	1	7	17	5	0	0	0	0	0	0	0	0	0	30	21-30	24
08:00 PM	0	1	2	7	2	0	0	0	0	0	0	0	0	0	12	22-31	9
08:15 PM	0	0	4	4	3	0	0	0	0	0	0	0	0	0	11	21-30	8
08:30 PM	0	1	3	3	2	0	0	0	0	0	0	0	0	0	9	21-30	6
08:45 PM	0	0	0	1	3	0	0	0	0	0	0	0	0	0	4	26-35	4
09:00 PM	0	0	3	5	0	0	0	0	0	0	0	0	0	0	8	21-30	8
09:15 PM	0	0	3	4	4	0	0	0	0	0	0	0	0	0	11	26-35	8
09:30 PM	0	0	1	2	1	1	0	0	0	0	0	0	0	0	5	26-35	3
09:45 PM	0	0	0	4	0	0	0	0	0	0	0	0	0	0	4	21-30	4
10:00 PM	0	0	1	1	3	1	0	0	0	0	0	0	0	0	6	28-37	4
10:15 PM	0	0	3	1	2	0	0	0	0	0	0	0	0	0	6	21-30	4
10:30 PM	0	0	2	1	2	0	0	0	0	0	0	0	0	0	5	21-30	3
10:45 PM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
11:00 PM	0	0	3	2	0	1	0	0	0	0	0	0	0	0	6	21-30	5
11:15 PM	0	0	0	2	0	1	0	0	0	0	0	0	0	0	3	21-30	2
11:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
11:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
Day Total	8	78	732	1127	323	43	4	0	0	0	0	0	0	0	2315	21-30	1859
Percent	0.3%	3.4%	31.6%	48.7%	14%	1.9%	0.2%	0%	0%	0%	0%	0%	0%	0%			
AM Peak	6:45 AM	9:00 AM	9:00 AM	8:00 AM	7:45 AM	7:15 AM	6:45 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	8:00 AM		
15-min Vol	1	10	48	69	13	2	1	0	0	0	0	0	0	0	121		
PM Peak	2:30 PM	3:15 PM	3:15 PM	7:00 PM	7:30 PM	12:00 PM	6:45 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	3:15 PM		
15-min Vol	2	8	44	46	15	3	1	0	0	0	0	0	0	0	93		



Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Midblock Count - Speed Data

LOCATION: Myrtle Ave N of Cavedo St | **QC JOB #:** 17640805

SPECIFIC LOCATION: | **DIRECTION:** NB, SB

CITY/STATE: New Smyrna Beach, FL | **DATE:** May 21 2026

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
12:00 AM	0	0	0	2	1	0	0	0	0	0	0	0	0	0	3	26-35	3
12:15 AM	0	0	3	0	2	0	0	0	0	0	0	0	0	0	5	16-25	3
12:30 AM	0	0	0	1	2	0	0	0	0	0	0	0	0	0	3	26-35	3
12:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
01:00 AM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	31-40	1
01:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
01:30 AM	0	0	1	0	1	0	0	0	0	0	0	0	0	0	2	16-25	1
01:45 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
02:00 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	26-35	1
02:15 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	26-35	1
02:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
02:45 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	16-25	1
03:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
03:15 AM	0	0	0	1	1	0	0	0	0	0	0	0	0	0	2	26-35	2
03:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
03:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
04:00 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
04:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
04:30 AM	0	1	0	0	1	0	0	0	0	0	0	0	0	0	2	11-20	1
04:45 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	16-25	1
05:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
05:15 AM	0	0	1	2	1	0	0	0	0	0	0	0	0	0	4	26-35	3
05:30 AM	0	0	0	1	1	0	0	0	0	0	0	0	0	0	2	26-35	2
05:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
Day Total																	
Percent																	
AM Peak																	
15-min Vol																	
PM Peak																	
15-min Vol																	

Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

TRUE DATA TO IMPROVE MOBILITY

Type of report: Midblock Count - Speed Data

LOCATION: Myrtle Ave N of Cavedo St
QC JOB #: 17640805
SPECIFIC LOCATION:
DIRECTION: NB, SB
CITY/STATE: New Smyrna Beach, FL
DATE: May 21 2026

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
06:00 AM	0	0	0	3	2	0	0	0	0	0	0	0	0	0	5	26-35	5
06:15 AM	0	1	4	5	7	1	**1**	0	0	0	0	0	0	0	19	26-35	12
06:30 AM	0	1	5	7	4	0	0	0	0	0	0	0	0	0	17	21-30	12
06:45 AM	0	0	1	1	5	1	1	0	0	0	0	0	0	0	9	29-38	6
07:00 AM	0	0	0	6	6	0	0	0	0	0	0	0	0	0	12	26-35	12
07:15 AM	0	1	6	19	**12**	**2**	0	0	0	0	0	0	0	0	40	26-35	31
07:30 AM	0	1	17	15	5	0	0	0	0	0	0	0	0	0	38	21-30	32
07:45 AM	0	0	15	25	11	1	0	0	0	0	0	0	0	0	52	21-30	40
08:00 AM	0	5	19	35	4	1	0	0	0	0	0	0	0	0	64	21-30	54
08:15 AM	0	2	26	**45**	2	1	0	0	0	0	0	0	0	0	76	21-30	71
08:30 AM	0	0	20	20	2	0	0	0	0	0	0	0	0	0	42	21-30	40
08:45 AM	**3**	2	28	29	8	0	0	0	0	0	0	0	0	0	70	21-30	57
09:00 AM	0	4	**45**	27	4	1	1	0	0	0	0	0	0	0	82	21-30	72
09:15 AM	0	**7**	42	31	4	0	0	0	0	0	0	0	0	0	**84**	21-30	73
09:30 AM	0	2	19	10	2	0	0	0	0	0	0	0	0	0	33	21-30	29
09:45 AM	0	0	12	18	7	0	0	0	0	0	0	0	0	0	37	21-30	30
10:00 AM	0	0	3	17	8	0	1	0	0	0	0	0	0	0	29	26-35	25
10:15 AM	0	1	5	12	4	2	0	0	0	0	0	0	0	0	24	21-30	17
10:30 AM	0	1	6	11	4	2	0	0	0	0	0	0	0	0	24	21-30	17
10:45 AM	0	0	10	8	3	1	0	0	0	0	0	0	0	0	22	21-30	18
11:00 AM	0	1	9	11	0	0	0	0	0	0	0	0	0	0	21	21-30	20
11:15 AM	0	0	10	14	3	0	0	0	0	0	0	0	0	0	27	21-30	24
11:30 AM	0	1	6	7	2	0	0	0	0	0	0	0	0	0	16	21-30	13
11:45 AM	0	0	9	9	4	1	0	0	0	0	0	0	0	0	23	21-30	18
Day Total																	
Percent																	
AM Peak 15-min Vol																	
PM Peak 15-min Vol																	

Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Midblock Count - Speed Data

LOCATION: Myrtle Ave N of Cavedo St | **QC JOB #:** 17640805

SPECIFIC LOCATION: | **DIRECTION:** NB, SB

CITY/STATE: New Smyrna Beach, FL | **DATE:** May 21 2026

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
12:00 PM	0	1	5	20	3	**2**	0	0	0	0	0	0	0	0	31	21-30	25
12:15 PM	0	2	4	10	4	0	0	0	0	0	0	0	0	0	20	25-34	14
12:30 PM	0	**4**	17	19	4	2	0	0	0	0	0	0	0	0	46	21-30	36
12:45 PM	0	3	10	18	2	2	0	0	0	0	0	0	0	0	35	21-30	28
01:00 PM	0	1	8	17	2	0	0	0	0	0	0	0	0	0	28	21-30	25
01:15 PM	0	1	11	9	1	0	0	0	0	0	0	0	0	0	22	21-30	20
01:30 PM	0	0	8	9	3	0	0	0	0	0	0	0	0	0	20	21-30	17
01:45 PM	0	0	4	7	4	0	0	0	0	0	0	0	0	0	15	24-33	11
02:00 PM	0	2	9	11	3	1	**1**	0	0	0	0	0	0	0	27	21-30	20
02:15 PM	0	0	8	12	6	0	0	0	0	0	0	0	0	0	26	21-30	20
02:30 PM	0	1	12	13	6	0	0	0	0	0	0	0	0	0	32	21-30	25
02:45 PM	0	0	10	14	5	1	0	0	0	0	0	0	0	0	30	21-30	24
03:00 PM	0	0	18	23	4	0	0	0	0	0	0	0	0	0	45	21-30	41
03:15 PM	0	0	18	41	9	0	0	0	0	0	0	0	0	0	68	21-30	59
03:30 PM	1	3	21	30	8	0	0	**2**	0	0	0	0	0	0	65	21-30	51
03:45 PM	0	3	34	24	5	0	0	0	0	0	0	0	0	0	66	21-30	58
04:00 PM	1	4	21	23	10	2	0	0	0	0	0	0	0	0	61	21-30	44
04:15 PM	0	3	**61**	**45**	4	0	0	0	0	0	0	0	0	0	**113**	21-30	106
04:30 PM	0	3	15	26	3	2	0	0	0	0	0	0	0	0	49	21-30	41
04:45 PM	0	2	15	18	5	0	0	0	0	0	0	0	0	0	40	21-30	33
05:00 PM	0	0	8	15	3	0	0	0	0	0	0	0	0	0	26	21-30	23
05:15 PM	0	0	3	12	9	0	0	0	0	0	0	0	0	0	24	26-35	21
05:30 PM	0	1	19	28	4	0	0	0	0	0	0	0	0	0	52	21-30	47
05:45 PM	0	3	17	22	**14**	1	0	0	0	0	0	0	0	0	57	21-30	39
Day Total																	
Percent																	
AM Peak 15-min Vol																	
PM Peak 15-min Vol																	

Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

TRUE DATA TO IMPROVE MOBILITY

Type of report: Midblock Count - Speed Data

LOCATION: Myrtle Ave N of Cavedo St
QC JOB #: 17640805
SPECIFIC LOCATION:
DIRECTION: NB, SB
CITY/STATE: New Smyrna Beach, FL
DATE: May 21 2026

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
06:00 PM	0	1	5	10	7	1	0	0	0	0	0	0	0	0	24	26-35	17
06:15 PM	0	1	6	8	2	1	0	0	0	0	0	0	0	0	18	21-30	14
06:30 PM	0	1	1	3	3	2	0	0	0	0	0	0	0	0	10	26-35	6
06:45 PM	0	0	2	3	1	0	1	0	0	0	0	0	0	0	7	21-30	5
07:00 PM	0	1	5	10	6	0	0	0	0	0	0	0	0	0	22	26-35	16
07:15 PM	0	1	3	16	3	0	0	0	0	0	0	0	0	0	23	26-35	19
07:30 PM	0	1	21	29	6	1	0	0	0	0	0	0	0	0	58	21-30	50
07:45 PM	0	1	8	6	3	0	0	0	0	0	0	0	0	0	18	21-30	14
08:00 PM	0	0	2	8	0	1	0	0	0	0	0	0	0	0	11	21-30	10
08:15 PM	2	0	5	2	3	0	0	0	0	0	0	0	0	0	12	21-30	7
08:30 PM	0	1	5	6	1	0	0	0	0	0	0	0	0	0	13	21-30	11
08:45 PM	0	0	1	4	5	0	0	0	0	0	0	0	0	0	10	26-35	9
09:00 PM	0	0	5	2	2	0	0	0	0	0	0	0	0	0	9	21-30	7
09:15 PM	0	1	2	4	3	0	0	0	0	0	0	0	0	0	10	26-35	7
09:30 PM	0	0	1	3	0	0	0	0	0	0	0	0	0	0	4	21-30	4
09:45 PM	0	0	2	5	0	1	0	0	0	0	0	0	0	0	8	21-30	7
10:00 PM	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2	16-25	2
10:15 PM	0	0	2	2	0	0	0	0	0	0	0	0	0	0	4	21-30	4
10:30 PM	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2	21-30	2
10:45 PM	0	1	3	2	0	0	0	0	0	0	0	0	0	0	6	21-30	5
11:00 PM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
11:15 PM	0	1	0	0	1	0	0	0	0	0	0	0	0	0	2	11-20	1
11:30 PM	0	0	0	2	1	0	0	0	0	0	0	0	0	0	3	26-35	3
11:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
Day Total	7	79	761	988	293	35	6	2	0	0	0	0	0	0	2171	21-30	1749
Percent	0.3%	3.6%	35.1%	45.5%	13.5%	1.6%	0.3%	0.1%	0%	0%	0%	0%	0%	0%			
AM Peak	8:45 AM	9:15 AM	9:00 AM	8:15 AM	7:15 AM	7:15 AM	6:15 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	9:15 AM		
15-min Vol	3	7	45	45	12	2	1	0	0	0	0	0	0	0	84		
PM Peak	8:15 PM	12:30 PM	4:15 PM	4:15 PM	5:45 PM	12:00 PM	2:00 PM	3:30 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	4:15 PM		
15-min Vol	2	4	61	45	14	2	1	2	0	0	0	0	0	0	113		



Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Midblock Count - Speed Data

SUMMARY - Midblock Count - Speed Data

LOCATION: Myrtle Ave N of Cavedo St
QC JOB #: 17640805
SPECIFIC LOCATION:
DIRECTION: NB, SB
CITY/STATE: New Smyrna Beach, FL
DATE: May 19 2026 - May 21 2026

Speed Range	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
Grand Total	32	279	2283	3192	905	111	14	2	0	0	0	0	0	0	6818	21-30	5475
Percent	0.5%	4.1%	33.5%	46.8%	13.3%	1.6%	0.2%	0%	0%	0%	0%	0%	0%	0%			
Cumulative Percent	0.5%	4.6%	38%	84.9%	98.1%	99.8%	100%	100%	100%	100%	100%	100%	100%	100%			

ADT
2272



85th Percentile: 30 MPH
Mean Speed(Average): 26 MPH
Median: 26 MPH
Mode: 28 MPH

Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

TRUE DATA TO IMPROVE MOBILITY

Type of report: Midblock Count - Volume Data

LOCATION: Myrtle Ave N of Cavedo St | **QC JOB #:** 17640805

SPECIFIC LOCATION: | **DIRECTION:** NB, SB

CITY/STATE: New Smyrna Beach, FL | **DATE:** May 19 2026 - May 21 2026

Start Time	Mon	Tue 19 May 26	Wed 20 May 26	Thu 21 May 26	Fri	Average Weekday 15-min Traffic	Sat	Sun	Average Week 15-min Traffic	Average Week Profile
12:00 AM		2	0	3		2			2	
12:15 AM		2	1	5		3			3	
12:30 AM		0	0	4		1			1	
12:45 AM		0	1	0		0			0	
01:00 AM		2	1	1		1			1	
01:15 AM		5	2	0		2			2	
01:30 AM		1	2	3		2			2	
01:45 AM		2	0	1		1			1	
02:00 AM		1	0	3		1			1	
02:15 AM		1	0	1		1			1	
02:30 AM		0	1	0		0			0	
02:45 AM		2	0	1		1			1	
03:00 AM		0	0	0		0			0	
03:15 AM		0	1	2		1			1	
03:30 AM		3	1	0		1			1	
03:45 AM		1	0	0		0			0	
04:00 AM		2	2	1		2			2	
04:15 AM		2	1	1		1			1	
04:30 AM		3	2	2		2			2	
04:45 AM		3	1	1		2			2	
05:00 AM		1	0	0		0			0	
05:15 AM		4	5	5		5			5	
05:30 AM		2	3	5		3			3	
05:45 AM		3	9	2		5			5	
Day Total										
% Weekday Average										
% Week Average										
AM Peak 15-min Vol										
PM Peak 15-min Vol										

Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

TRUE DATA TO IMPROVE MOBILITY

Type of report: Midblock Count - Volume Data

LOCATION: Myrtle Ave N of Cavedo St | **QC JOB #:** 17640805

SPECIFIC LOCATION: | **DIRECTION:** NB, SB

CITY/STATE: New Smyrna Beach, FL | **DATE:** May 19 2026 - May 21 2026

Start Time	Mon	Tue 19 May 26	Wed 20 May 26	Thu 21 May 26	Fri	Average Weekday 15-min Traffic	Sat	Sun	Average Week 15-min Traffic	Average Week Profile
06:00 AM		6	5	5		5			5	
06:15 AM		20	16	20		19			19	
06:30 AM		9	14	17		13			13	
06:45 AM		11	16	9		12			12	
07:00 AM		20	15	12		16			16	
07:15 AM		18	54	40		37			37	
07:30 AM		71	41	38		50			50	
07:45 AM		**114**	53	53		73			73	
08:00 AM		107	**122**	65		**98**			**98**	
08:15 AM		85	102	76		88			88	
08:30 AM		40	60	42		47			47	
08:45 AM		70	55	72		66			66	
09:00 AM		75	93	**86**		85			85	
09:15 AM		65	87	84		79			79	
09:30 AM		25	33	33		30			30	
09:45 AM		21	27	39		29			29	
10:00 AM		17	20	29		22			22	
10:15 AM		34	26	24		28			28	
10:30 AM		17	13	24		18			18	
10:45 AM		21	26	22		23			23	
11:00 AM		20	24	21		22			22	
11:15 AM		19	18	27		21			21	
11:30 AM		23	23	16		21			21	
11:45 AM		20	30	23		24			24	
Day Total										
% Weekday Average										
% Week Average										
AM Peak 15-min Vol										
PM Peak 15-min Vol										

Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

TRUE DATA TO IMPROVE MOBILITY

Type of report: Midblock Count - Volume Data

LOCATION: Myrtle Ave N of Cavedo St | **QC JOB #:** 17640805

SPECIFIC LOCATION: | **DIRECTION:** NB, SB

CITY/STATE: New Smyrna Beach, FL | **DATE:** May 19 2026 - May 21 2026

Start Time	Mon	Tue 19 May 26	Wed 20 May 26	Thu 21 May 26	Fri	Average Weekday 15-min Traffic	Sat	Sun	Average Week 15-min Traffic	Average Week Profile
12:00 PM		22	26	31		26			26	
12:15 PM		28	25	20		24			24	
12:30 PM		32	24	46		34			34	
12:45 PM		28	24	35		29			29	
01:00 PM		34	23	28		28			28	
01:15 PM		31	19	22		24			24	
01:30 PM		25	40	20		28			28	
01:45 PM		25	34	15		25			25	
02:00 PM		39	49	27		38			38	
02:15 PM		30	47	28		35			35	
02:30 PM		38	75	33		49			49	
02:45 PM		35	56	31		41			41	
03:00 PM		58	54	46		53			53	
03:15 PM		52	**93**	72		72			72	
03:30 PM		76	55	65		65			65	
03:45 PM		58	46	66		57			57	
04:00 PM		65	30	61		52			52	
04:15 PM		**109**	24	**115**		**83**			**83**	
04:30 PM		60	23	51		45			45	
04:45 PM		31	16	41		29			29	
05:00 PM		29	33	26		29			29	
05:15 PM		20	27	24		24			24	
05:30 PM		34	40	53		42			42	
05:45 PM		32	49	57		46			46	
Day Total										
% Weekday Average										
% Week Average										
AM Peak 15-min Vol										
PM Peak 15-min Vol										

Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

TRUE DATA TO IMPROVE MOBILITY

Type of report: Midblock Count - Volume Data

LOCATION: Myrtle Ave N of Cavedo St | **QC JOB #:** 17640805

SPECIFIC LOCATION: | **DIRECTION:** NB, SB

CITY/STATE: New Smyrna Beach, FL | **DATE:** May 19 2026 - May 21 2026

Start Time	Mon	Tue 19 May 26	Wed 20 May 26	Thu 21 May 26	Fri	Average Weekday 15-min Traffic	Sat	Sun	Average Week 15-min Traffic	Average Week Profile
06:00 PM		44	23	24		30			30	
06:15 PM		28	11	19		19			19	
06:30 PM		41	31	10		27			27	
06:45 PM		36	41	7		28			28	
07:00 PM		31	75	22		43			43	
07:15 PM		35	81	23		46			46	
07:30 PM		36	38	59		44			44	
07:45 PM		44	31	18		31			31	
08:00 PM		20	12	11		14			14	
08:15 PM		16	11	12		13			13	
08:30 PM		14	10	13		12			12	
08:45 PM		10	5	12		9			9	
09:00 PM		13	10	12		12			12	
09:15 PM		13	13	11		12			12	
09:30 PM		11	8	4		8			8	
09:45 PM		7	5	9		7			7	
10:00 PM		8	8	4		7			7	
10:15 PM		8	6	6		7			7	
10:30 PM		9	6	3		6			6	
10:45 PM		7	2	8		6			6	
11:00 PM		7	6	2		5			5	
11:15 PM		3	6	3		4			4	
11:30 PM		5	0	5		3			3	
11:45 PM		2	0	0		1			1	
Day Total		2409	2377	2228		2335			2335	
% Weekday Average		103.2%	101.8%	95.4%						
% Week Average		103.2%	101.8%	95.4%		100%				
AM Peak 15-min Vol		7:45 AM 114	8:00 AM 122	9:00 AM 86		8:00 AM 98			8:00 AM 98	
PM Peak 15-min Vol		4:15 PM 109	3:15 PM 93	4:15 PM 115		4:15 PM 83			4:15 PM 83	

Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

THUE DATA TO IMPROVE MOBILITY

Type of report: Midblock Count - Speed Data

LOCATION: Myrtle Ave N of Cavedo St **QC JOB #:** 17640805

SPECIFIC LOCATION: **DIRECTION:** SB

CITY/STATE: New Smyrna Beach, FL **DATE:** May 19 2026

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
12:00 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	26-35	1
12:15 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	16-25	1
12:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
12:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
01:00 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
01:15 AM	0	0	0	3	0	0	0	0	0	0	0	0	0	0	3	21-30	3
01:30 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
01:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
02:00 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
02:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
02:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
02:45 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
03:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
03:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
03:30 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
03:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
04:00 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
04:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
04:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
04:45 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	16-25	1
05:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
05:15 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
05:30 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	26-35	1
05:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
Day Total																	
Percent																	
AM Peak																	
15-min Vol																	
PM Peak																	
15-min Vol																	

Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

TRUE DATA TO IMPROVE MOBILITY

Type of report: Midblock Count - Speed Data

LOCATION: Myrtle Ave N of Cavedo St | **QC JOB #:** 17640805

SPECIFIC LOCATION: | **DIRECTION:** SB

CITY/STATE: New Smyrna Beach, FL | **DATE:** May 19 2026

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
06:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
06:15 AM	0	0	2	1	0	0	0	0	0	0	0	0	0	0	3	21-30	3
06:30 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	11-20	1
06:45 AM	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2	16-25	2
07:00 AM	0	1	1	8	1	0	0	0	0	0	0	0	0	0	11	21-30	9
07:15 AM	0	1	1	5	2	**1**	0	0	0	0	0	0	0	0	10	26-35	7
07:30 AM	0	1	13	16	2	0	0	0	0	0	0	0	0	0	32	21-30	29
07:45 AM	0	**5**	23	31	5	1	0	0	0	0	0	0	0	0	65	21-30	54
08:00 AM	0	1	17	**53**	**8**	0	0	0	0	0	0	0	0	0	**79**	21-30	70
08:15 AM	0	1	27	23	6	1	0	0	0	0	0	0	0	0	58	21-30	50
08:30 AM	0	0	12	14	0	0	0	0	0	0	0	0	0	0	26	21-30	26
08:45 AM	0	1	**29**	21	1	0	0	0	0	0	0	0	0	0	52	21-30	50
09:00 AM	0	0	22	33	0	0	0	0	0	0	0	0	0	0	55	21-30	55
09:15 AM	0	2	18	19	2	0	0	0	0	0	0	0	0	0	41	21-30	37
09:30 AM	0	1	4	4	2	0	0	0	0	0	0	0	0	0	11	21-30	8
09:45 AM	0	2	1	3	2	0	0	0	0	0	0	0	0	0	8	26-35	5
10:00 AM	0	0	2	7	2	0	0	0	0	0	0	0	0	0	11	22-31	9
10:15 AM	**2**	1	4	8	5	0	0	0	0	0	0	0	0	0	20	26-35	13
10:30 AM	1	1	3	4	1	0	0	0	0	0	0	0	0	0	10	21-30	7
10:45 AM	1	2	2	5	0	0	0	0	0	0	0	0	0	0	10	21-30	7
11:00 AM	0	1	3	4	2	1	0	0	0	0	0	0	0	0	11	21-30	7
11:15 AM	0	0	1	6	2	1	0	0	0	0	0	0	0	0	10	26-35	8
11:30 AM	0	0	3	9	1	0	0	0	0	0	0	0	0	0	13	21-30	12
11:45 AM	0	1	3	8	2	0	0	0	0	0	0	0	0	0	14	21-30	11
Day Total																	
Percent																	
AM Peak 15-min Vol																	
PM Peak 15-min Vol																	

Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

TRUE DATA TO IMPROVE MOBILITY

Type of report: Midblock Count - Speed Data

LOCATION: Myrtle Ave N of Cavedo St **QC JOB #:** 17640805

SPECIFIC LOCATION: **DIRECTION:** SB

CITY/STATE: New Smyrna Beach, FL **DATE:** May 19 2026

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
12:00 PM	0	0	3	8	0	0	0	0	0	0	0	0	0	0	11	21-30	11
12:15 PM	0	1	7	7	2	0	0	0	0	0	0	0	0	0	17	21-30	14
12:30 PM	0	2	6	9	2	0	0	0	0	0	0	0	0	0	19	21-30	15
12:45 PM	**1**	2	4	8	3	0	0	0	0	0	0	0	0	0	18	21-30	12
01:00 PM	0	1	7	11	2	0	0	0	0	0	0	0	0	0	21	21-30	18
01:15 PM	0	1	5	13	1	0	0	0	0	0	0	0	0	0	20	21-30	18
01:30 PM	0	0	7	6	1	0	0	0	0	0	0	0	0	0	14	21-30	13
01:45 PM	0	0	3	10	3	0	0	0	0	0	0	0	0	0	16	21-30	13
02:00 PM	0	0	4	14	3	0	0	0	0	0	0	0	0	0	21	21-30	18
02:15 PM	0	0	11	4	1	**2**	0	0	0	0	0	0	0	0	18	21-30	15
02:30 PM	0	2	4	12	3	0	0	0	0	0	0	0	0	0	21	21-30	16
02:45 PM	0	0	10	10	5	0	0	0	0	0	0	0	0	0	25	21-30	20
03:00 PM	0	3	19	19	2	0	0	0	0	0	0	0	0	0	43	21-30	38
03:15 PM	0	1	15	14	1	0	0	0	0	0	0	0	0	0	31	21-30	29
03:30 PM	0	2	17	16	3	0	0	0	0	0	0	0	0	0	38	21-30	33
03:45 PM	0	2	**24**	13	1	0	0	0	0	0	0	0	0	0	40	21-30	37
04:00 PM	0	**4**	24	**22**	4	0	0	0	0	0	0	0	0	0	**54**	21-30	46
04:15 PM	1	3	14	10	3	0	0	0	0	0	0	0	0	0	31	21-30	24
04:30 PM	0	0	11	11	2	0	0	0	0	0	0	0	0	0	24	21-30	22
04:45 PM	0	1	3	3	1	1	0	0	0	0	0	0	0	0	9	21-30	6
05:00 PM	0	1	9	9	2	0	0	0	0	0	0	0	0	0	21	21-30	18
05:15 PM	0	1	5	3	2	0	0	0	0	0	0	0	0	0	11	21-30	8
05:30 PM	0	0	6	10	6	0	0	0	0	0	0	0	0	0	22	21-30	16
05:45 PM	0	0	5	16	4	0	0	0	0	0	0	0	0	0	25	21-30	21
Day Total																	
Percent																	
AM Peak 15-min Vol																	
PM Peak 15-min Vol																	

Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

TRUE DATA TO IMPROVE MOBILITY

Type of report: Midblock Count - Speed Data

LOCATION: Myrtle Ave N of Cavedo St
QC JOB #: 17640805
SPECIFIC LOCATION:
DIRECTION: SB
CITY/STATE: New Smyrna Beach, FL
DATE: May 19 2026

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
06:00 PM	0	1	4	8	6	2	0	0	0	0	0	0	0	0	21	26-35	14
06:15 PM	0	1	3	9	1	0	0	0	0	0	0	0	0	0	14	21-30	12
06:30 PM	0	1	9	4	3	0	0	0	0	0	0	0	0	0	17	21-30	13
06:45 PM	0	1	2	7	1	0	0	0	0	0	0	0	0	0	11	21-30	9
07:00 PM	0	1	2	5	5	0	0	0	0	0	0	0	0	0	13	26-35	10
07:15 PM	0	0	2	11	7	0	0	0	0	0	0	0	0	0	20	26-35	18
07:30 PM	0	1	6	6	2	0	0	0	0	0	0	0	0	0	15	21-30	12
07:45 PM	0	0	2	10	2	0	0	0	0	0	0	0	0	0	14	24-33	12
08:00 PM	0	1	3	2	0	0	0	0	0	0	0	0	0	0	6	21-30	5
08:15 PM	0	2	1	3	0	0	0	0	0	0	0	0	0	0	6	21-30	4
08:30 PM	0	0	2	1	2	0	0	0	0	0	0	0	0	0	5	21-30	3
08:45 PM	0	0	3	1	0	0	0	0	0	0	0	0	0	0	4	21-30	4
09:00 PM	0	0	2	4	2	0	0	0	0	0	0	0	0	0	8	26-35	6
09:15 PM	0	0	1	6	2	0	0	0	0	0	0	0	0	0	9	26-35	8
09:30 PM	0	1	4	2	2	0	0	0	0	0	0	0	0	0	9	21-30	6
09:45 PM	0	0	0	2	1	0	0	0	0	0	0	0	0	0	3	26-35	3
10:00 PM	0	0	0	2	2	0	0	0	0	0	0	0	0	0	4	26-35	4
10:15 PM	0	0	2	1	1	0	0	0	0	0	0	0	0	0	4	21-30	3
10:30 PM	0	0	3	4	0	0	0	0	0	0	0	0	0	0	7	21-30	7
10:45 PM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	26-35	1
11:00 PM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	16-25	1
11:15 PM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
11:30 PM	0	0	1	1	2	0	0	0	0	0	0	0	0	0	4	26-35	3
11:45 PM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	26-35	1
Day Total	6	60	471	640	148	10	0	0	0	0	0	0	0	0	1335	21-30	1111
Percent	0.4%	4.5%	35.3%	47.9%	11.1%	0.7%	0%	0%	0%	0%	0%	0%	0%	0%			
AM Peak	10:15 AM	7:45 AM	8:45 AM	8:00 AM	8:00 AM	7:15 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	8:00 AM		
15-min Vol	2	5	29	53	8	1	0	0	0	0	0	0	0	0	79		
PM Peak	12:45 PM	4:00 PM	3:45 PM	4:00 PM	7:15 PM	2:15 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	4:00 PM		
15-min Vol	1	4	24	22	7	2	0	0	0	0	0	0	0	0	54		



Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Midblock Count - Speed Data

LOCATION: Myrtle Ave N of Cavedo St
QC JOB #: 17640805
SPECIFIC LOCATION:
DIRECTION: SB
CITY/STATE: New Smyrna Beach, FL
DATE: May 20 2026

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
12:15 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
12:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
12:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
01:00 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	26-35	1
01:15 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
01:30 AM	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2	21-30	2
01:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
02:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
02:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
02:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
02:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
03:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
03:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
03:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
03:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
04:00 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	26-35	1
04:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
04:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
04:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
05:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
05:15 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	26-35	1
05:30 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
05:45 AM	0	0	0	3	0	0	0	0	0	0	0	0	0	0	3	21-30	3
Day Total																	
Percent																	
AM Peak																	
15-min Vol																	
PM Peak																	
15-min Vol																	

Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

TRUE DATA TO IMPROVE MOBILITY

Type of report: Midblock Count - Speed Data

LOCATION: Myrtle Ave N of Cavedo St **QC JOB #:** 17640805
SPECIFIC LOCATION: **DIRECTION:** SB
CITY/STATE: New Smyrna Beach, FL **DATE:** May 20 2026

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
06:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
06:15 AM	0	0	1	1	1	0	0	0	0	0	0	0	0	0	3	21-30	2
06:30 AM	0	0	1	1	1	0	0	0	0	0	0	0	0	0	3	21-30	2
06:45 AM	0	0	2	1	1	**1**	0	0	0	0	0	0	0	0	5	21-30	3
07:00 AM	0	1	0	4	0	0	0	0	0	0	0	0	0	0	5	21-30	4
07:15 AM	0	0	8	9	2	0	0	0	0	0	0	0	0	0	19	21-30	17
07:30 AM	0	0	7	9	**7**	0	0	0	0	0	0	0	0	0	23	21-30	16
07:45 AM	0	2	11	14	2	0	0	0	0	0	0	0	0	0	29	21-30	25
08:00 AM	0	0	34	**43**	0	0	0	0	0	0	0	0	0	0	**77**	21-30	77
08:15 AM	0	3	25	39	7	0	0	0	0	0	0	0	0	0	74	21-30	64
08:30 AM	0	0	16	20	2	0	0	0	0	0	0	0	0	0	38	21-30	36
08:45 AM	0	1	20	15	3	0	0	0	0	0	0	0	0	0	39	21-30	35
09:00 AM	0	**7**	**38**	21	6	0	0	0	0	0	0	0	0	0	72	21-30	59
09:15 AM	0	1	29	24	1	0	0	0	0	0	0	0	0	0	55	21-30	53
09:30 AM	0	5	2	4	1	0	0	0	0	0	0	0	0	0	12	16-25	7
09:45 AM	0	0	8	7	2	0	0	0	0	0	0	0	0	0	17	21-30	15
10:00 AM	0	0	2	6	0	1	0	0	0	0	0	0	0	0	9	21-30	8
10:15 AM	**1**	2	5	5	0	0	0	0	0	0	0	0	0	0	13	21-30	10
10:30 AM	0	0	2	6	1	0	0	0	0	0	0	0	0	0	9	21-30	8
10:45 AM	0	1	2	8	2	0	0	0	0	0	0	0	0	0	13	25-34	10
11:00 AM	0	1	2	6	2	1	0	0	0	0	0	0	0	0	12	23-32	8
11:15 AM	0	0	3	3	3	0	0	0	0	0	0	0	0	0	9	21-30	6
11:30 AM	0	0	3	9	3	0	0	0	0	0	0	0	0	0	15	21-30	12
11:45 AM	0	0	6	8	1	1	0	0	0	0	0	0	0	0	16	21-30	14
Day Total																	
Percent																	
AM Peak 15-min Vol																	
PM Peak 15-min Vol																	

Comments:

Report generated on 5/27/2026 10:18 AM SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

TRUE DATA TO IMPROVE MOBILITY

Type of report: Midblock Count - Speed Data

LOCATION: Myrtle Ave N of Cavedo St **QC JOB #:** 17640805

SPECIFIC LOCATION: **DIRECTION:** SB

CITY/STATE: New Smyrna Beach, FL **DATE:** May 20 2026

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
12:00 PM	0	1	7	7	3	**2**	0	0	0	0	0	0	0	0	20	21-30	14
12:15 PM	0	0	9	6	1	0	0	0	0	0	0	0	0	0	16	21-30	15
12:30 PM	0	0	4	7	2	0	0	0	0	0	0	0	0	0	13	21-30	11
12:45 PM	0	0	1	10	3	2	0	0	0	0	0	0	0	0	16	26-35	13
01:00 PM	0	**3**	1	6	0	1	0	0	0	0	0	0	0	0	11	21-30	7
01:15 PM	0	0	6	2	2	0	0	0	0	0	0	0	0	0	10	21-30	8
01:30 PM	1	2	3	15	4	0	0	0	0	0	0	0	0	0	25	26-35	19
01:45 PM	0	0	1	14	1	0	0	0	0	0	0	0	0	0	16	21-30	15
02:00 PM	0	0	9	18	5	0	0	0	0	0	0	0	0	0	32	21-30	27
02:15 PM	0	1	11	16	3	0	0	0	0	0	0	0	0	0	31	21-30	27
02:30 PM	**2**	1	10	25	1	0	0	0	0	0	0	0	0	0	39	21-30	35
02:45 PM	0	2	7	14	3	0	0	0	0	0	0	0	0	0	26	21-30	21
03:00 PM	0	0	**17**	**28**	0	0	0	0	0	0	0	0	0	0	**45**	21-30	45
03:15 PM	0	1	15	13	4	1	0	0	0	0	0	0	0	0	34	21-30	28
03:30 PM	0	2	13	10	2	0	0	0	0	0	0	0	0	0	27	21-30	23
03:45 PM	0	1	8	8	1	0	0	0	0	0	0	0	0	0	18	21-30	16
04:00 PM	0	0	0	7	2	0	0	0	0	0	0	0	0	0	9	26-35	9
04:15 PM	0	1	5	7	2	0	0	0	0	0	0	0	0	0	15	21-30	12
04:30 PM	0	0	1	5	0	0	0	0	0	0	0	0	0	0	6	21-30	6
04:45 PM	0	1	3	4	2	1	0	0	0	0	0	0	0	0	11	21-30	7
05:00 PM	0	0	6	13	4	1	0	0	0	0	0	0	0	0	24	21-30	19
05:15 PM	0	0	3	14	2	0	0	0	0	0	0	0	0	0	19	21-30	17
05:30 PM	0	0	11	20	3	1	0	0	0	0	0	0	0	0	35	21-30	31
05:45 PM	0	1	13	20	2	0	0	0	0	0	0	0	0	0	36	21-30	33
Day Total																	
Percent																	
AM Peak 15-min Vol																	
PM Peak 15-min Vol																	

Comments:

TRUE DATA TO IMPROVE MOBILITY

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Midblock Count - Speed Data

LOCATION: Myrtle Ave N of Cavedo St | **QC JOB #:** 17640805

SPECIFIC LOCATION: | **DIRECTION:** SB

CITY/STATE: New Smyrna Beach, FL | **DATE:** May 20 2026

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
06:00 PM	0	1	5	7	3	0	0	0	0	0	0	0	0	0	16	21-30	12
06:15 PM	0	0	0	5	1	0	0	0	0	0	0	0	0	0	6	26-35	6
06:30 PM	0	1	2	5	1	0	0	0	0	0	0	0	0	0	9	21-30	7
06:45 PM	0	0	3	8	5	0	1	0	0	0	0	0	0	0	17	26-35	13
07:00 PM	0	0	0	11	4	0	0	0	0	0	0	0	0	0	15	26-35	15
07:15 PM	0	1	5	4	4	0	0	0	0	0	0	0	0	0	14	21-30	9
07:30 PM	0	0	2	7	9	0	0	0	0	0	0	0	0	0	18	26-35	16
07:45 PM	0	1	1	6	1	0	0	0	0	0	0	0	0	0	9	21-30	7
08:00 PM	0	0	1	3	2	0	0	0	0	0	0	0	0	0	6	26-35	5
08:15 PM	0	0	4	2	2	0	0	0	0	0	0	0	0	0	8	21-30	6
08:30 PM	0	1	2	2	1	0	0	0	0	0	0	0	0	0	6	21-30	4
08:45 PM	0	0	0	1	2	0	0	0	0	0	0	0	0	0	3	26-35	3
09:00 PM	0	0	3	4	0	0	0	0	0	0	0	0	0	0	7	21-30	7
09:15 PM	0	0	2	2	2	0	0	0	0	0	0	0	0	0	6	21-30	4
09:30 PM	0	0	1	2	1	1	0	0	0	0	0	0	0	0	5	26-35	3
09:45 PM	0	0	0	4	0	0	0	0	0	0	0	0	0	0	4	21-30	4
10:00 PM	0	0	0	1	2	1	0	0	0	0	0	0	0	0	4	31-40	3
10:15 PM	0	0	1	0	1	0	0	0	0	0	0	0	0	0	2	16-25	1
10:30 PM	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2	21-30	2
10:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
11:00 PM	0	0	2	2	0	1	0	0	0	0	0	0	0	0	5	21-30	4
11:15 PM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
11:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
11:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
Day Total	4	46	426	638	144	16	1	0	0	0	0	0	0	0	1275	21-30	1064
Percent	0.3%	3.6%	33.4%	50%	11.3%	1.3%	0.1%	0%	0%	0%	0%	0%	0%	0%			
AM Peak	10:15 AM	9:00 AM	9:00 AM	8:00 AM	7:30 AM	6:45 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	8:00 AM		
15-min Vol	1	7	38	43	7	1	0	0	0	0	0	0	0	0	77		
PM Peak	2:30 PM	1:00 PM	3:00 PM	3:00 PM	7:30 PM	12:00 PM	6:45 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	3:00 PM		
15-min Vol	2	3	17	28	9	2	1	0	0	0	0	0	0	0	45		



Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Midblock Count - Speed Data

LOCATION: Myrtle Ave N of Cavedo St | **QC JOB #:** 17640805

SPECIFIC LOCATION: | **DIRECTION:** SB

CITY/STATE: New Smyrna Beach, FL | **DATE:** May 21 2026

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
12:00 AM	0	0	0	1	1	0	0	0	0	0	0	0	0	0	2	26-35	2
12:15 AM	0	0	1	0	1	0	0	0	0	0	0	0	0	0	2	16-25	1
12:30 AM	0	0	0	1	2	0	0	0	0	0	0	0	0	0	3	26-35	3
12:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
01:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
01:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
01:30 AM	0	0	1	0	1	0	0	0	0	0	0	0	0	0	2	16-25	1
01:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
02:00 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	26-35	1
02:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
02:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
02:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
03:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
03:15 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
03:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
03:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
04:00 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
04:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
04:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
04:45 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	16-25	1
05:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
05:15 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
05:30 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
05:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
Day Total																	
Percent																	
AM Peak																	
15-min Vol																	
PM Peak																	
15-min Vol																	

Comments:

Report generated on 5/27/2026 10:18 AM

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Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
06:00 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	26-35	1
06:15 AM	0	1	2	0	0	0	0	0	0	0	0	0	0	0	3	16-25	3
06:30 AM	0	0	1	1	1	0	0	0	0	0	0	0	0	0	3	21-30	2
06:45 AM	0	0	1	1	2	**1**	0	0	0	0	0	0	0	0	5	31-40	3
07:00 AM	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2	21-30	2
07:15 AM	0	0	0	7	2	0	0	0	0	0	0	0	0	0	9	26-35	9
07:30 AM	0	1	7	7	2	0	0	0	0	0	0	0	0	0	17	21-30	14
07:45 AM	0	0	12	21	**6**	1	0	0	0	0	0	0	0	0	40	21-30	33
08:00 AM	0	**3**	13	27	2	1	0	0	0	0	0	0	0	0	46	21-30	40
08:15 AM	0	2	17	**33**	2	1	0	0	0	0	0	0	0	0	55	21-30	50
08:30 AM	0	0	11	14	1	0	0	0	0	0	0	0	0	0	26	21-30	25
08:45 AM	**2**	2	22	19	5	0	0	0	0	0	0	0	0	0	50	21-30	41
09:00 AM	0	3	**36**	21	2	0	0	0	0	0	0	0	0	0	**62**	21-30	57
09:15 AM	0	2	24	22	2	0	0	0	0	0	0	0	0	0	50	21-30	46
09:30 AM	0	0	8	4	0	0	0	0	0	0	0	0	0	0	12	21-30	12
09:45 AM	0	0	8	12	3	0	0	0	0	0	0	0	0	0	23	21-30	20
10:00 AM	0	0	2	10	4	0	0	0	0	0	0	0	0	0	16	26-35	14
10:15 AM	0	1	4	7	2	1	0	0	0	0	0	0	0	0	15	21-30	11
10:30 AM	0	1	5	4	2	1	0	0	0	0	0	0	0	0	13	21-30	9
10:45 AM	0	0	8	3	3	1	0	0	0	0	0	0	0	0	15	21-30	11
11:00 AM	0	0	5	8	0	0	0	0	0	0	0	0	0	0	13	21-30	13
11:15 AM	0	0	5	8	0	0	0	0	0	0	0	0	0	0	13	21-30	13
11:30 AM	0	1	6	4	1	0	0	0	0	0	0	0	0	0	12	21-30	10
11:45 AM	0	0	4	8	2	0	0	0	0	0	0	0	0	0	14	21-30	12
Day Total																	
Percent																	
AM Peak 15-min Vol																	
PM Peak 15-min Vol																	

Comments:

Report generated on 5/27/2026 10:18 AM

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LOCATION: Myrtle Ave N of Cavedo St | **QC JOB #:** 17640805

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Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
12:00 PM	0	0	2	11	2	0	0	0	0	0	0	0	0	0	15	25-34	13
12:15 PM	0	2	3	7	1	0	0	0	0	0	0	0	0	0	13	21-30	10
12:30 PM	0	**3**	13	15	3	**2**	0	0	0	0	0	0	0	0	36	21-30	28
12:45 PM	0	2	6	12	1	2	0	0	0	0	0	0	0	0	23	21-30	18
01:00 PM	0	0	5	12	1	0	0	0	0	0	0	0	0	0	18	21-30	17
01:15 PM	0	1	8	6	0	0	0	0	0	0	0	0	0	0	15	21-30	14
01:30 PM	0	0	6	4	1	0	0	0	0	0	0	0	0	0	11	21-30	10
01:45 PM	0	0	1	6	3	0	0	0	0	0	0	0	0	0	10	26-35	9
02:00 PM	0	1	5	7	0	0	0	0	0	0	0	0	0	0	13	21-30	12
02:15 PM	0	0	5	7	1	0	0	0	0	0	0	0	0	0	13	21-30	12
02:30 PM	0	1	8	11	4	0	0	0	0	0	0	0	0	0	24	21-30	19
02:45 PM	0	0	5	10	4	1	0	0	0	0	0	0	0	0	20	21-30	15
03:00 PM	0	0	17	19	0	0	0	0	0	0	0	0	0	0	36	21-30	36
03:15 PM	0	0	10	23	5	0	0	0	0	0	0	0	0	0	38	21-30	33
03:30 PM	0	1	13	17	4	0	0	**2**	0	0	0	0	0	0	37	21-30	30
03:45 PM	0	3	**22**	14	1	0	0	0	0	0	0	0	0	0	40	21-30	36
04:00 PM	**1**	3	19	18	6	0	0	0	0	0	0	0	0	0	**47**	21-30	37
04:15 PM	0	2	19	14	1	0	0	0	0	0	0	0	0	0	36	21-30	33
04:30 PM	0	3	9	10	1	1	0	0	0	0	0	0	0	0	24	21-30	19
04:45 PM	0	0	4	7	4	0	0	0	0	0	0	0	0	0	15	24-33	11
05:00 PM	0	0	5	11	0	0	0	0	0	0	0	0	0	0	16	21-30	16
05:15 PM	0	0	3	10	6	0	0	0	0	0	0	0	0	0	19	26-35	16
05:30 PM	0	1	18	**26**	2	0	0	0	0	0	0	0	0	0	47	21-30	44
05:45 PM	0	3	12	15	**13**	1	0	0	0	0	0	0	0	0	44	26-35	28
Day Total																	
Percent																	
AM Peak 15-min Vol																	
PM Peak 15-min Vol																	

Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

TRUE DATA TO IMPROVE MOBILITY

Type of report: Midblock Count - Speed Data

LOCATION: Myrtle Ave N of Cavedo St | **QC JOB #:** 17640805

SPECIFIC LOCATION: | **DIRECTION:** SB

CITY/STATE: New Smyrna Beach, FL | **DATE:** May 21 2026

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
06:00 PM	0	1	4	4	3	1	0	0	0	0	0	0	0	0	13	21-30	8
06:15 PM	0	1	4	7	0	1	0	0	0	0	0	0	0	0	13	21-30	11
06:30 PM	0	0	0	1	1	0	0	0	0	0	0	0	0	0	2	26-35	2
06:45 PM	0	0	1	2	1	0	0	0	0	0	0	0	0	0	4	26-35	3
07:00 PM	0	0	3	6	3	0	0	0	0	0	0	0	0	0	12	21-30	9
07:15 PM	0	0	2	9	3	0	0	0	0	0	0	0	0	0	14	26-35	12
07:30 PM	0	0	3	6	4	0	0	0	0	0	0	0	0	0	13	26-35	10
07:45 PM	0	1	2	2	3	0	0	0	0	0	0	0	0	0	8	26-35	5
08:00 PM	0	0	1	5	0	0	0	0	0	0	0	0	0	0	6	21-30	6
08:15 PM	0	0	3	0	1	0	0	0	0	0	0	0	0	0	4	16-25	3
08:30 PM	0	1	4	6	1	0	0	0	0	0	0	0	0	0	12	21-30	10
08:45 PM	0	0	1	4	4	0	0	0	0	0	0	0	0	0	9	26-35	8
09:00 PM	0	0	2	1	1	0	0	0	0	0	0	0	0	0	4	21-30	3
09:15 PM	0	1	0	4	3	0	0	0	0	0	0	0	0	0	8	26-35	7
09:30 PM	0	0	1	2	0	0	0	0	0	0	0	0	0	0	3	21-30	3
09:45 PM	0	0	2	5	0	1	0	0	0	0	0	0	0	0	8	21-30	7
10:00 PM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	16-25	1
10:15 PM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	16-25	1
10:30 PM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
10:45 PM	0	1	2	1	0	0	0	0	0	0	0	0	0	0	4	21-30	3
11:00 PM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1
11:15 PM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	11-20	1
11:30 PM	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2	21-30	2
11:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
Day Total	3	50	459	610	143	17	0	2	0	0	0	0	0	0	1284	21-30	1069
Percent	0.2%	3.9%	35.7%	47.5%	11.1%	1.3%	0%	0.2%	0%	0%	0%	0%	0%	0%			



AM Peak	8:45 AM	8:00 AM	9:00 AM	8:15 AM	7:45 AM	6:45 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	9:00 AM		
15-min Vol	2	3	36	33	6	1	0	0	0	0	0	0	0	0	62		
PM Peak	4:00 PM	12:30 PM	3:45 PM	5:30 PM	5:45 PM	12:30 PM	12:00 PM	3:30 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	4:00 PM		
15-min Vol	1	3	22	26	13	2	0	2	0	0	0	0	0	0	47		

Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Midblock Count - Speed Data

SUMMARY - Midblock Count - Speed Data

LOCATION: Myrtle Ave N of Cavedo St
QC JOB #: 17640805
SPECIFIC LOCATION:
DIRECTION: SB
CITY/STATE: New Smyrna Beach, FL
DATE: May 19 2026 - May 21 2026

Speed Range	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
Grand Total Percent	13 0.3%	156 4%	1356 34.8%	1888 48.5%	435 11.2%	43 1.1%	1 0%	2 0.1%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	3894	21-30	3244
Cumulative Percent	0.3%	4.3%	39.2%	87.6%	98.8%	99.9%	99.9%	100%	100%	100%	100%	100%	100%	100%			

ADT
1298



85th Percentile: 29 MPH
Mean Speed(Average): 26 MPH
Median: 26 MPH
Mode: 28 MPH

Comments:

Report generated on 5/27/2026 10:18 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

TRUE DATA TO IMPROVE MOBILITY

APPENDIX R
Excerpts from Volusia County AADT Spreadsheet

Disclaimer: This data is provided for infor

Standard Order	FTO ID	VolusiaID_2025	TECMP_ID	Road Name	From	To	Last Updated: December 2022 City	Last Updated: December 2022 Roadway Maintaining Agency
139	791007	1007	3031	SR 44	Lake Co.	Shell Rd.	Unincorporated	FDOT
140	791007	1007.1	3032	SR 44	Shell Rd.	Grand Ave.	Unincorporated	FDOT
141	790274	274.1	117	SR 44	Grand Ave.	Old New York Ave./Hazen Rd.	Unincorporated	FDOT
142	790274	274	118	SR 44	Old New York Ave./Hazen Rd.	Spring Garden Ave. (SR 15A)	Unincorporated	FDOT
143	790447	447	119	SR 44	Spring Garden Ave. (SR 15A)	Stone St.	DeLand	FDOT
144	795012	5012	120	SR 44	Stone St.	Clara Ave.	DeLand	FDOT
145	795015	5015	121	SR 44	Clara Ave.	Amelia Ave.	DeLand	FDOT
146	790080	80	122	SR 44	Amelia Ave.	Hill Ave.	DeLand	FDOT
147	790080	80.1	123	SR 44	Hill Ave.	Blue Lake Ave.	DeLand	FDOT
148	790019	19	124	SR 44	Blue Lake Ave.	Kepler Rd.	Unincorporated	FDOT
149	790259	259	125	SR 44	Kepler Rd.	Summit Ave.	DeLand	FDOT
150	790538	538	126	SR 44	Summit Ave.	I-4	DeLand	FDOT
151	790480	480	3015	SR 44	I-4	Prevatt Ave.	Unincorporated	FDOT
152	790041	41	3016	SR 44	Prevatt Ave.	Pioneer Tr.	Unincorporated	FDOT
153	791011	1011	128	SR 44	Pioneer Tr.	SR 415/CR 415	Unincorporated	FDOT
154	791012	1012	129	SR 44	SR 415/CR 415	Samsula Dr.	Unincorporated	FDOT
155	791012	1012.1	130	SR 44	Samsula Dr.	Airport Rd	New Smyrna Beach	FDOT
156	791012	1012.2	2031	SR 44	Airport Rd.	I-95	New Smyrna Beach	FDOT
157	790515	515	131	SR 44	I-95	Mission Dr	New Smyrna Beach	FDOT
158	790514	514	132	SR 44	Mission Dr.	Live Oak St.	New Smyrna Beach	FDOT

mational purposes only. The consultant preparing a study is responsible for the determining the accuracy of each field. Inaccuracies or inconsistencies are not the responsibility of the County.

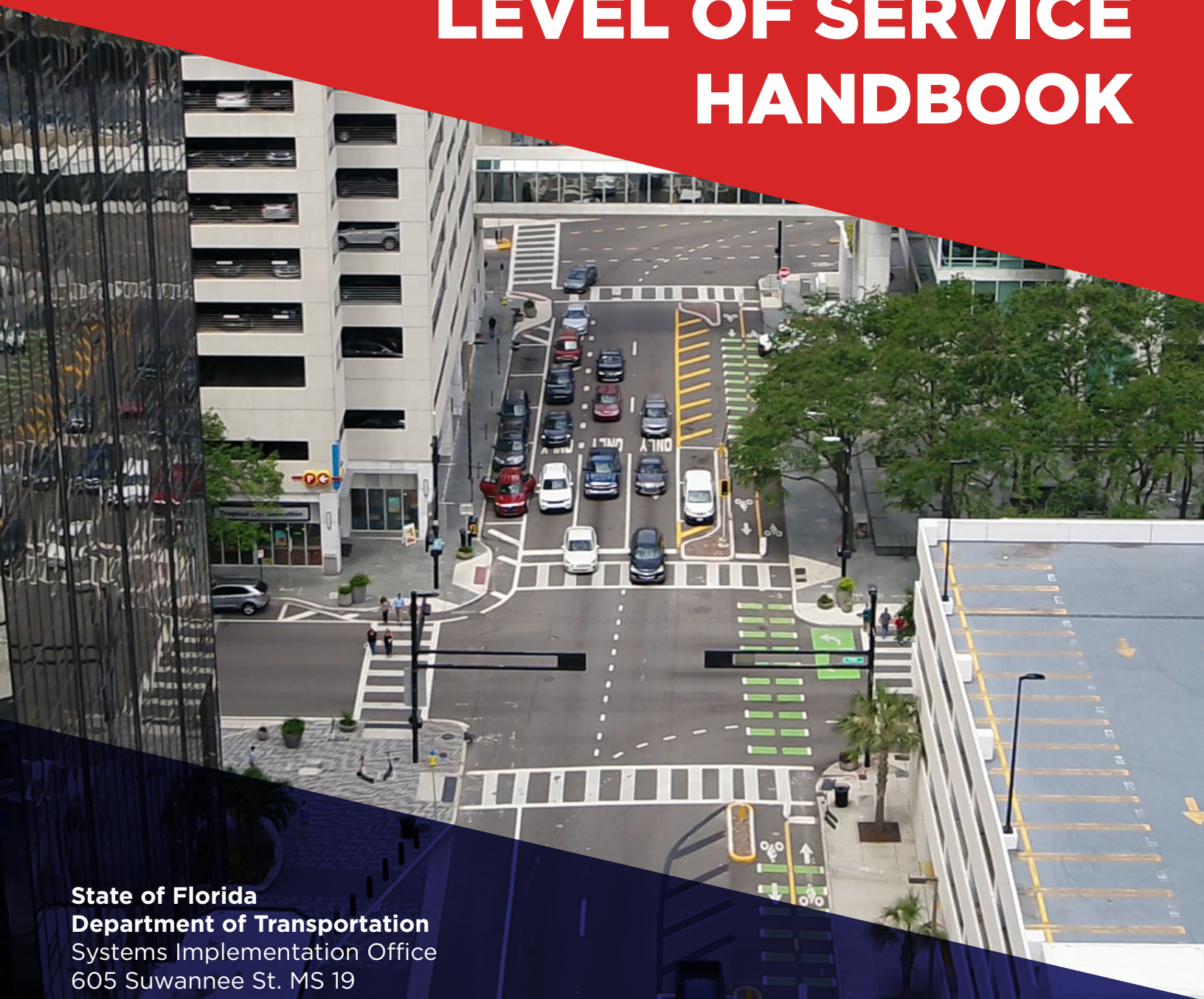
Road Name	From	To	Last Updated: December 2022 2021 Roadway on County's Thoroughfare	Last Updated: Evac Route	Last Updated: Distance (in miles)	Last Updated: No. of Lanes	Last Updated: Posted Speed	Last Updated: Direction	Last Updated: December 2022 Functional Classification
SR 44	Lake Co.	Shell Rd.	Yes	Yes	1.26	2	55	E+W	Principal Arterial - Other - Rural
SR 44	Shell Rd.	Grand Ave.	Yes	Yes	0.70	2	45	E+W	Principal Arterial - Other - Urban
SR 44	Grand Ave.	Old New York Ave./Hazen Rd.	Yes	Yes	1.19	2	55	E+W	Principal Arterial - Other - Urban
SR 44	Old New York Ave./Hazen Rd.	Spring Garden Ave. (SR 15A)	Yes	Yes	0.71	2	40	E+W	Principal Arterial - Other - Urban
SR 44	Spring Garden Ave. (SR 15A)	Stone St.	Yes	Yes	0.50	2	40	E+W	Principal Arterial - Other - Urban
SR 44	Stone St.	Clara Ave.	Yes	Yes	0.51	2	35-40	E+W	Principal Arterial - Other - Urban
SR 44	Clara Ave.	Amelia Ave.	Yes	Yes	0.50	2	25-35	E+W	Principal Arterial - Other - Urban
SR 44	Amelia Ave.	Hill Ave.	Yes	Yes	1.00	2	35/40/45	E+W	Principal Arterial - Other - Urban
SR 44	Hill Ave.	Blue Lake Ave.	Yes	Yes	0.51	2	45	E+W	Principal Arterial - Other - Urban
SR 44	Blue Lake Ave.	Kepler Rd.	Yes	Yes	0.94	2	45	E+W	Principal Arterial - Other - Urban
SR 44	Kepler Rd.	Summit Ave.	Yes	Yes	1.18	2	45-50	E+W	Principal Arterial - Other - Urban
SR 44	Summit Ave.	I-4	Yes	Yes	0.98	4	45	E+W	Principal Arterial - Other - Urban
SR 44	I-4	Prevatt Ave.	Yes	Yes	0.10	4	55	E+W	Principal Arterial - Other - Urban
SR 44	Prevatt Ave.	Pioneer Tr.	Yes	Yes	0.50	4	65	E+W	Principal Arterial - Other - Rural
SR 44	Pioneer Tr.	SR 415/CR 415	Yes	Yes	3.56	4	65	E+W	Principal Arterial - Other - Rural
SR 44	SR 415/CR 415	Samsula Dr.	Yes	Yes	1.14	4	65	E+W	Principal Arterial - Other - Rural
SR 44	Samsula Dr.	Airport Rd	Yes	Yes	1.70	4	65	E+W	Principal Arterial - Other - Urban/Rural
SR 44	Airport Rd.	I-95	Yes	Yes	2.05	4	65	E+W	Principal Arterial - Other - Urban
SR 44	I-95	Mission Dr	Yes	Yes	2.83	4	55	E+W	Principal Arterial - Other - Urban
SR 44	Mission Dr.	Live Oak St.	Yes	Yes	1.35	4	45	E+W	Principal Arterial - Other - Urban

Last Updated:
August 2024

Road Name	From	To	Context Classification	2023 Allowable LOS	Daily Capacity	2023 Daily V/C Ratio	2023 Daily LOS Score	Peak 2Way LOS Capacity
SR 44	Lake Co.	Shell Rd.	C2, C3C	C	15,700	0.92	C	1,490
SR 44	Shell Rd.	Grand Ave.	C2	D	24,200	0.60	C	2,180
SR 44	Grand Ave.	Old New York Ave./Hazen Rd.	C3C	D	24,200	0.59	C	2,180
SR 44	Old New York Ave./Hazen Rd.	Spring Garden Ave. (SR 15A)	C4, C3C	D	24,200	0.59	C	2,180
SR 44	Spring Garden Ave. (SR 15A)	Stone St.	C4	E	17,700	0.66	C	1,600
SR 44	Stone St.	Clara Ave.	C4	E	17,700	0.67	C	1,600
SR 44	Clara Ave.	Amelia Ave.	C3C, C4	E	14,800	0.53	D	1,410
SR 44	Amelia Ave.	Hill Ave.	C3C	E	17,700	0.79	C	1,600
SR 44	Hill Ave.	Blue Lake Ave.	C3C	DeLand	17,700	0.79	C	1,600
SR 44	Blue Lake Ave.	Kepler Rd.	C3C, C3R	DeLand	17,700	1.06	F	1,600
SR 44	Kepler Rd.	Summit Ave.	C3R, C3C	DeLand	17,700	1.30	F	1,600
SR 44	Summit Ave.	I-4	C3C	D	39,800	0.62	C	3,580
SR 44	I-4	Prevatt Ave.	C3C	D	39,800	0.60	C	3,580
SR 44	Prevatt Ave.	Pioneer Tr.	C3C, C2	C	44,900	0.46	B	4,270
SR 44	Pioneer Tr.	SR 415/CR 415	C2	C	44,900	0.39	B	4,270
SR 44	SR 415/CR 415	Samsula Dr.	C2	C	42,300	0.56	B	4,020
SR 44	Samsula Dr.	Airport Rd	C2	C	42,300	0.56	B	4,020
SR 44	Airport Rd.	I-95	C3C	D	39,800	0.59	C	3,580
SR 44	I-95	Mission Dr	C3C	D	39,800	0.95	D	3,580
SR 44	Mission Dr.	Live Oak St.	C3C	D	39,800	0.59	C	3,580

APPENDIX S
Excerpts from FDOT QLOS Tables

2023 MULTIMODAL QUALITY/ LEVEL OF SERVICE HANDBOOK



State of Florida
Department of Transportation
Systems Implementation Office
605 Suwannee St. MS 19
Tallahassee, FL 32399

www.fdot.gov/planning
January 2023

Appendix B: Florida's Generalized Service Volume Tables

C3C & C3R

Motor Vehicle Arterial Generalized Service Volume Tables



(C3C-Suburban Commercial)

Peak Hour Directional

	B	C	D	E
1 Lane	*	760	1,070	**
2 Lane	*	1,520	1,810	**
3 Lane	*	2,360	2,680	**
4 Lane	*	3,170	3,180	**

Peak Hour Two-Way

	B	C	D	E
2 Lane	*	1,380	1,950	**
4 Lane	*	2,760	3,290	**
6 Lane	*	4,290	4,870	**
8 Lane	*	5,760	5,780	**

AADT

	B	C	D	E
2 Lane	*	15,300	21,700	**
4 Lane	*	30,700	36,600	**
6 Lane	*	47,700	54,100	**
8 Lane	*	64,000	64,200	**



(C3R-Suburban Residential)

	B	C	D	E
1 Lane	*	970	1,110	**
2 Lane	*	1,700	1,850	**
3 Lane	*	2,620	2,730	**

	B	C	D	E
2 Lane	*	1,760	2,020	**
4 Lane	*	3,090	3,360	**
6 Lane	*	4,760	4,960	**

	B	C	D	E
2 Lane	*	19,600	22,400	**
4 Lane	*	34,300	37,300	**
6 Lane	*	52,900	55,100	**

Adjustment Factors

The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.
* Cannot be achieved using table input value defaults.
** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.

C3C & C3R

Input Parameters

Roadway Characteristics

	C3C	C3R
Number of Lanes (one direction)	1-4	1-3
Posted Speed (mph)	45	45
Facility Length (miles)	3.98	2.57

Traffic Characteristics

	C3C		C3R	
Planning Analysis Hour Factor (K)	0.09		0.09	
Directional Distribution Factor (D)	0.55		0.55	
Peak Hour Factor (PHF)	0.95		0.92	
Base Saturation Flow Rate	1,950		1,950	
Heavy Vehicle Percent (%)	4		4	
Lane Width	12		12	
Median Type	Non Restrictive (1 lane)	Restrictive (2,3,4 lanes)	Non Restrictive (1 lane)	Restrictive (2,3 lanes)
Roadway Edge Type	Curbed		Flush	
On-Street Parking	None		None	

Control Characteristics

	C3C		C3R
Cycle Length	160		190
Major Street Through g/c	0.5 (1,2,3 lanes)	0.45 (4 lanes)	0.5
Yellow Change Interval	5.1		5.1
Red Change Interval	2		2
Number of Signals	10		5

Stormwater Management Calculations for
SJRWMD, & New Smyrna Beach

Shoppes at New Smyrna Beach

New Smyrna Beach, FL

Prepared by:

Kimley-Horn and Associates, Inc.
Orlando, Florida
249631001

September 16, 2026

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Kimley»Horn

740

Stormwater Management Calculations for
SJRWMD, & New Smyrna Beach

Shoppes at New Smyrna Beach

New Smyrna Beach, FL

Prepared for:

GBT Realty Corporation

Prepared by:

Kimley-Horn and Associates, Inc.
Orlando, Florida
249493000

September 16, 2026

Digitally signed by Brent A Lenzen
Date: 2026.09.17 06:22:49-04'00'

Brent A. Lenzen, P.E.
FL P.E.# 78537

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2.1 Existing Land Use 5

2.2 Proposed Land Use 5

2.3 Soils and Groundwater 5

2.4 Wetlands 6

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3 Existing Conditions 6

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3.3 Time of Concentration 6

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4.1 System Design Criteria 7

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4.4 Stormwater Management System 7

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APPENDICES

FIGURES .....APPENDIX A

Figure 1 Location Map
Figure 2 Aerial Photograph
Figure 3 USGS Quad Map
Figure 4 FEMA Flood Insurance Rate Map
Figure 5 SCS Soil Survey
Figure 6 Pre-Development Drainage Basin Map
Figure 7 Post-Development Drainage Basin Map

PRE-DEVELOPMENT DRAINAGE CALCULATIONS AND ICPR ANALYSIS .....APPENDIX B

Time of Concentration (TC) Calculation
Curve Number (CN) Calculations
Nodal Diagram
Input Report
Basin Summary
Node Min/Max

POST-DEVELOPMENT DRAINAGE CALCULATIONS AND ICPR ANALYSIS.....APPENDIX C

Curve Number (CN) Calculations
Nodal Diagram
Input Report
Basin Summary
Node Min/Max

POST-DEVELOPMENT RECOVERY ANALYSIS.....APPENDIX D

Dry Retention Pond –Infiltration-72 hours
Perimeter Ring Exhibit

POLLUTANT LOADING CALCULATIONS…… APPENDIX E

Pollutant Loading Analysis

SUPPORTING DATA……...APPENDIX F

Geotechnical Report

1 PROJECT SUMMARY AND LOCATION

The Shoppes at New Smyrna Beach project is located in the City of New Smyrna Beach, Volusia County, Florida. The project is located approximately 1,800 feet northwest of the intersection of West Colonial Drive and South 4th Street. Refer to *Appendix A* of this report for a general location map, and site aerial map.

The proposed project includes the construction of +/-63,170 SF of commercial/retail development with associated parking facilities and infrastructure and 2 future outparcels. The project site area covers ±11.37 acres.

Application Type:	**New ERP application**
Project Name:	**Shoppes at New Smyrna Beach**
Owner:	**GBT Realty Corporation**
Permittee:	**GBT Realty Corporation**
Operating Entity:	**GBT Realty Corporation**
Location:	**Volusia County**
Project Area:	**+/- 11.37 Acres**
Existing Land Use:	**Vacant land**
Proposed Land Use:	**Commercial**
Drainage Basin:	**HUC 12: Mosquito Lagoon**
Receiving Water Body:	**Mosquito Lagoon**
Outstanding Florida Waterbody	**Mosquito Lagoon Aquatic Preserve**
Wetlands Onsite:	**0.198 acres**
Wetlands Impacted:	**0.198 acres**
Vertical Datum Reference:	**North American Vertical Datum of 1988 (NAVD 88)**

2 PROJECT SITE DESCRIPTION

2.1 Existing Land Use

The existing site consists of vacant land, heavily wooded.

2.2 Proposed Land Use

The proposed land use on the site is commercial development with supporting stormwater management infrastructure.

2.3 Soils and Groundwater

The site consists of soils including 15-Cocoa Sand and 55-Rivera Fine Sand as mapped by the United States Department of Agriculture, Natural Resources Conservation Service. The soils in these classifications belong to hydrologic soil groups A and A/D. Refer to Appendix A for overall and project-area soil maps.

Andreyev Engineering, Inc. performed subsurface exploration and geotechnical engineering analyses for the project. For details regarding the subsurface conditions, please refer to the Geotechnical Report prepared by ECS Florida, LLC, dated August 18,2025 which is included with this submittal.

Groundwater levels for the proposed dry retention pond were based on the geotechnical report prepared by ECS Florida, LLC, dated August 18,2025. The SHWL was estimated to be at EL 4.0 based on the boring data.

2.4 Wetlands

The project site has approximately 0.198 acres of wetlands. The proposed impacts include the 0.198 acres of wetlands.

2.5 100- Year Floodplain

The project area lies within FEMA Zone X (unshaded – areas determined to be outside the 0.2% annual chance of flooding) as defined on FEMA FIRM panel 12127C0543J for Volusia County, Florida dated September 29, 2017. Please refer to FEMA Flood Insurance Rate Map in Appendix A for floodplain area.

3 EXISTING CONDITIONS

3.1 Existing Topography and Drainage

The existing site conditions was analyzed utilized survey information, LIDAR, aerial photographs, and site visits to determine existing drainage patterns. The existing site flows from the north to the south. Elevation change across the site is gradual. A portion of the site eventually flows toward the FDOT swale along the North property line (Outfall 2). The main outfall of the site is located in the corner of the parcel in a low point at ~ EL 2.0 (Outfall 1). This low point is drainage via a culvert which ties into an existing ditch that flows to 10th St.

The existing site drainage area is comprised of two onsite basins. Basin “1” consists of areas that flow to the South outfall location. Basin “2 “consists of the remainder of the site that eventually discharges to the FDOT swale along the North property line.

Please refer to the Pre-development Basin Map in Appendix A for additional information on site drainage patterns.

3.2 CN Calculations

Predevelopment basin SCS Curve Number (CN) calculations for the pre-development conditions can be found in Appendix B. A curve number of 77 was selected for poor Type A soils given that the water table is only 2’ below grade. Please also refer to the Pre-Development Drainage Basin Map in Appendix A.

3.3 Time of Concentration

Time of concentration (TOC) for the existing off site “TS” basin was assumed as 10 minutes to be conservative. Basin “1” TOC was calculated to be 39 minutes. Basin “2” was assumed to be 21 minutes. Calculations can be found in the pre-development conditions in Appendix B. The Tc line can be found on the Pre-Development Drainage Basin Map in Appendix A.

3.4 Tailwater

The tailwater conditions was selected to be 4.72 based on the crown elevation of the existing pipe that flows into the existing ditch. The existing ditch was an average bottom elevation of ~1.00’

Pre-Development Runoff

The existing site flows from the northwest to the southeast. The predevelopment runoff was modeled in ICPR 4 for the mean annual, 10 year- 24 hour, 25 year-24 hour and 100 year- 24 hour storm events. The below table provides the flow for the various storm events. See Appendix B for predevelopment Drainage Calculations.

4 PROPOSED CONDITIONS

4.1 System Design Criteria

The site stormwater management system is designed to meet the following criteria:

Water Quantity

SJRWMD Discharge Rate Control:

Limit the post-development peak discharge rate to Pre-Development conditions for the 25-year/24-hour and mean annual/24- hour design storm events.

City of New Smyrna Beach:

Ponds with Positive Outfall: Limit the post-development peak discharge rate to Pre-Development conditions for the 100-year/24-hour, 25-year/24-hour and mean annual/24-hour design storm events. Also, the 25-year/24-hour volume.

Water Quality

Treatment Volume: (AH Volume I 2024 Sec. 8.3.4)

For stormwater systems located within a HUC12 watershed which contains an impaired water and contains an OFW. A 95 percent reduction of average annual loading of TN and TP and a reduction such that post development loading of nutrients is less than pre development.

Dry Retention Recovery:

Required treatment volume shall be recovered within 72 hours.

4.2 CN Calculations

CN calculations for post-development drainage basins can be found in *Appendix B.*

4.3 Time of Concentration

The time of concentration ('Tc') for the post-development drainage basin was determined to be the minimum of 10 minutes. Please refer to the Post-Development Drainage Basin Map in *Appendix A*.

4.4 Stormwater Management System

The project proposes to develop the site into a commercial/retail development consisting of buildings, parking facilities and associated infrastructure. The proposed stormwater system consists of (1) dry retention pond and (1) dry retention underground stormwater chamber system. The stormwater management system for the project is designed to treat and attenuate the runoff from the developable area. The stormwater system with discharge to the South corner of property at Outfall 1.

The post-development drainage conditions were analyzed for the 4 on-site basins. Basin 1 include the proposed retail center improvements and one outparcel. Basin 2 includes the 2 outparcels that are assumed to have a maximum impervious area of 80%. Basin 3 includes tie down areas and undisturbed areas that will discharge to Outfall 1. Basin 4 includes tie down

areas and undisturbed areas that will discharge to Outfall 2. Basin 1 and 2 are routed to the dry retention pond and storm chamber system. The dry pond will include an overflow weir that will aid in discharging the critical storms events in a controlled manner. The post-development basin map can be found in *Appendix A*.

Table 1: Proposed Basin Summary Table

Drainage Basin	Stormwater Management System	Basin Area (ac.)	CN	T_c (min)
Basin 1	Dry Retention Pond/Storm Chambers	6.99	89.7	10
Basin 2	Dry Retention Pond/Storm Chambers	1.89	82.9	10
Basin 3	Outfall 1	2.10	77.0	10
Basin 4	Outfall 2	0.39	77.0	10
	Total	11.37		

Table 2: Proposed Ponds

Post-Development Node	Top of Pond Elevation (ft.) (NAVD)	Slopes	SHWE Elevation (ft.) (NAVD)	Bottom of Pond Elevation (ft.) (NAVD)	Discharge Location
Dry Pond	10	4:1	4.5	6.1	Outfall 1
Dry Storm Chamber	10	-	4.5	6.0	Outfall 1

Table 3: Control Structure Design for the Proposed Ponds

Pond	Control Structure	Weir Type	Weir Size (feet)(WxD)	Weir/Contol Elevation (NAVD)	Structure Type	Top of Structure Elevation (NAVD)
Dry Pond	OFW	Broad Crest	20’ Wide	9.0	-	-
Dry Storm Chamber	CS -1	Rectangular Vertical	5’ x 3.29’	6.96	Type ‘J’ Manhole – Weir wall	10.62

Stages for the storm events were all contained within the proposed pond. Below are the stage elevations in the proposed ponds and swale for the various storm events. Please see Appendix C for Pond Stage/Storage calculations. The stormwater runoff from the pre and post-development basins was determined using StormWise (ICPR Ver. 4.08.03) by Streamline Technologies, Inc. The freeboard requirement of 1’ in the 25YR-24HR storm is met. Please refer to the below tables for pre/post discharge rates, and stages.

Table 4: Proposed Max Stages

Storm Event	Dry Pond Max Stage (ft.) (NAVD)	Dry Pond Freeboard (Top Bank Elevation = 10')	Storm Chamber Max Stage (ft.) (NAVD)	Storm Chamber Freeboard (Top Chamber Elevation = 10')
Mean Annual	7.25	2.75	7.25	2.75
10yr-24hr	8.03	1.97	8.03	1.97
25yr-24hr	8.50	1.50	8.50	1.50
100yr-24hr	9.42	0.58	9.66	0.34

The design of the retention ponds/swale for the project meets 72-hour recovery standards as is demonstrated in table 9 below. Based on the geotechnical report, the SHWL was determined to be 4.50, the base of aquifer at -9, and the horizontal conductivity 13.75 ft/day with a factor of safety of 2 applied. See Appendix D for details calculations.

Table 5: Treatment Volume Recovery Time Retention Ponds

Pond	Treatment Volume required	Required Time to Recover (hr)	Time to recover (hr)
Dry Retention Pond /Storm Chamber	1.22 AC-FT	72	70

Table 6: Discharge to Outfall 1
Pre Vs. Post CFS

Storm Event	PRE (cfs)	POST (cfs)
Mean Annual	7.69	3.57
10yr-24hr	18.07	10.13
25yr-24hr	25.00	23.47

Table 7: Discharge to Outfall 1
Pre Vs. Post 25-Year 24-Hour Volume

Storm Event	PRE (cf)	POST (cf)
25yr-24hr	213,137	163,085

4.5 Nutrient Removal

The proposed development will utilize dry retention as the best management practice for nutrient removal. The project is located in the Mosquito Lagoon HUC 12 which is impaired. There is an OFW (Mosquito Lagoon Aquatic Preserve) within the boundary of the HUC 12. A 95 percent reduction of average annual loading of TN and TP and a reduction such that post development loading of nutrients is less than pre development. Based on the FLUCCs map the site includes codes 6170 Mixed Wetland Hardwoods and 4200 Upland Hardwood Forest. Weighted EMC values were determined based on the land uses. Since Hardwoods are typically found in North Florida, the Land uses selected were Rangeland/Parkland and Mesic Flatwoods. A BMPTrains (v5.3.2) model was created to determine the required nutrient removal rates. A total of 1.22 ac-ft

of retention is required to meet the load reduction criteria, this volume is provided within the proposed dry retention systems below the weir elevation of 6.96.

Table 8: Pollutant Load

Nutrient	Post Development Load (kg/yr)	Post-Development Discharge (kg/yr)	Percentage Reduction (%)
Nitrogen	35.97	1.79	95.00
Phosphorus	5.98	0.22	96.30

See Appendix E for pollutant load calculations.

5. Conclusion:

The proposed stormwater system has been designed to meet and exceed the requirements of St. Johns River Water Management District (SJRWMD) and the City of New Smyrna Beach providing water quality treatment levels consistent and stormwater discharges consistent with district requirements.

APPENDIX A

Figures

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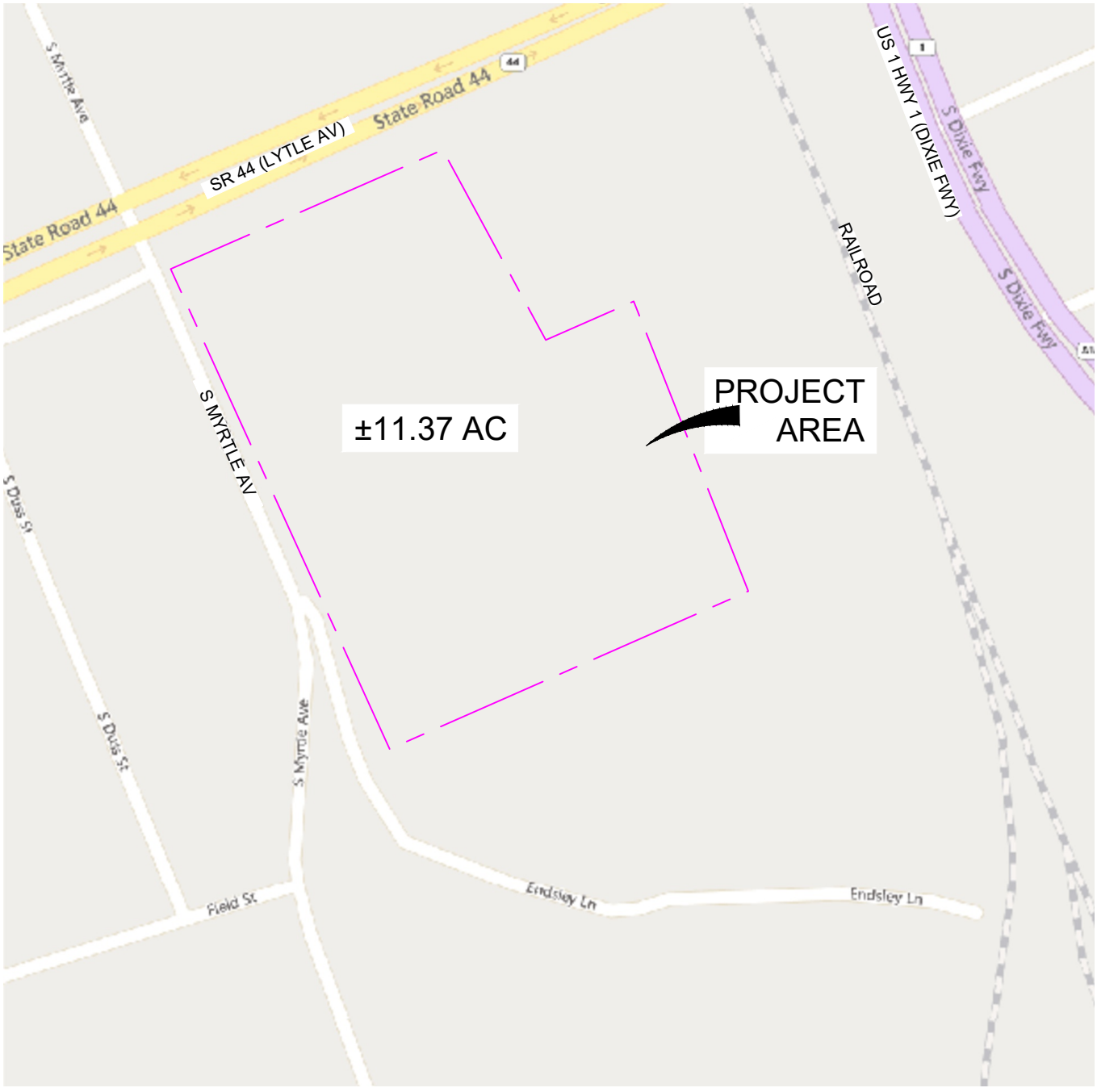
NORTH



SCALE N.T.S. DESIGNED BY DRN DRAWN BY DRN CHECKED BY BAL	Kimley»Horn © 2026 KIMLEY-HORN AND ASSOCIATES, INC. 200 S. ORANGE AVENUE, SUITE 600, ORLANDO, FL 32801 PHONE (407) 898-1511 WWW.KIMLEY-HORN.COM	DATE 06/06/2026 PROJECT NO. 249631001	LOCATION MAP NEW SMYRNA BEACH SPROUTS	DESIGN ENGINEER: FLORIDA P.E. LICENSE NO.:	SHEET NO.: A-1

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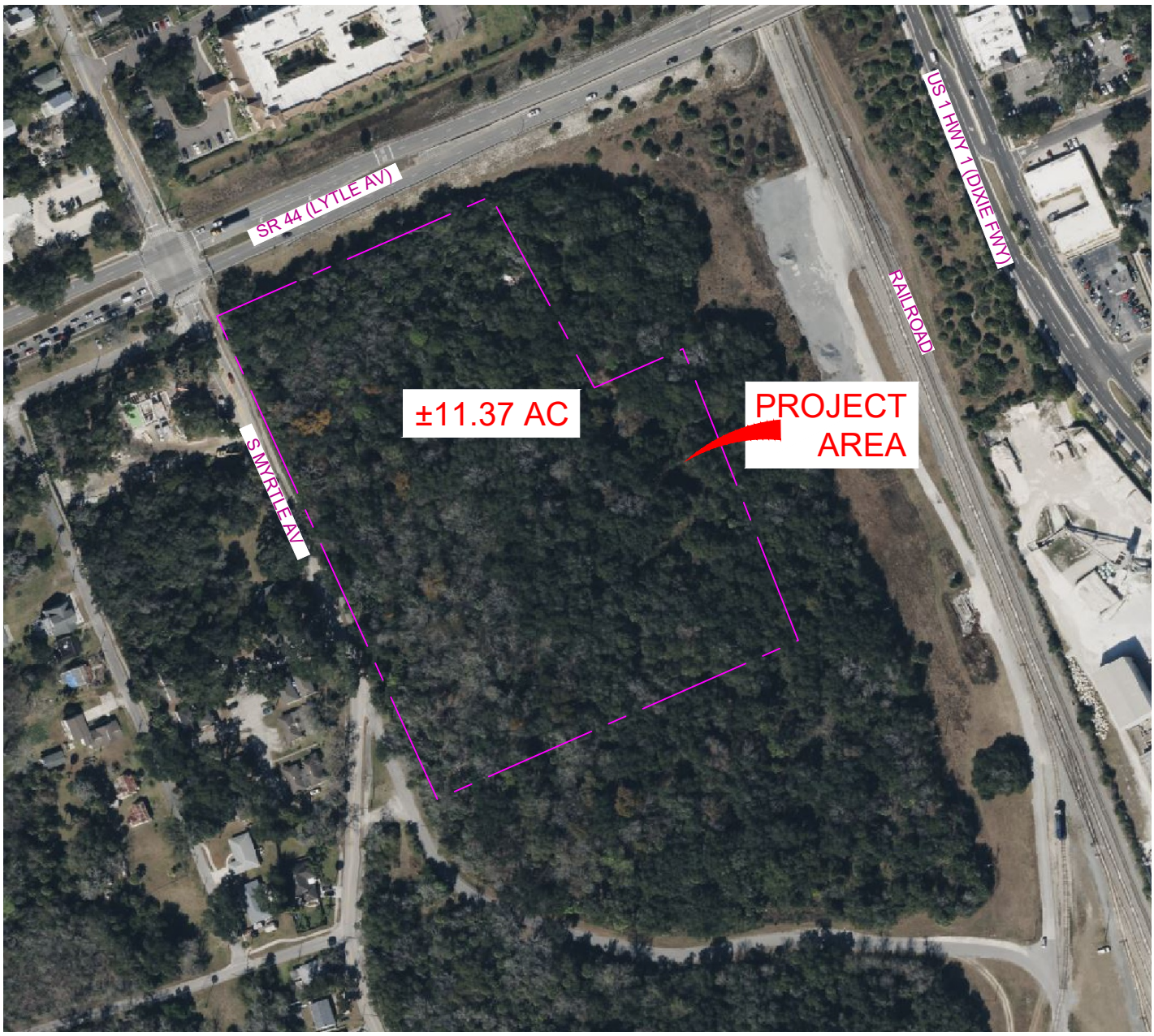
NORTH



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NORTH



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) Zone A, V, A99
- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee. See Notes. Zone X
- Area with Flood Risk due to Levee Zone D

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard Zone X
- Effective LOMRs
- Area of Undetermined Flood Hazard Zone D

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 / 17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 11/25/2025 at 7:47 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

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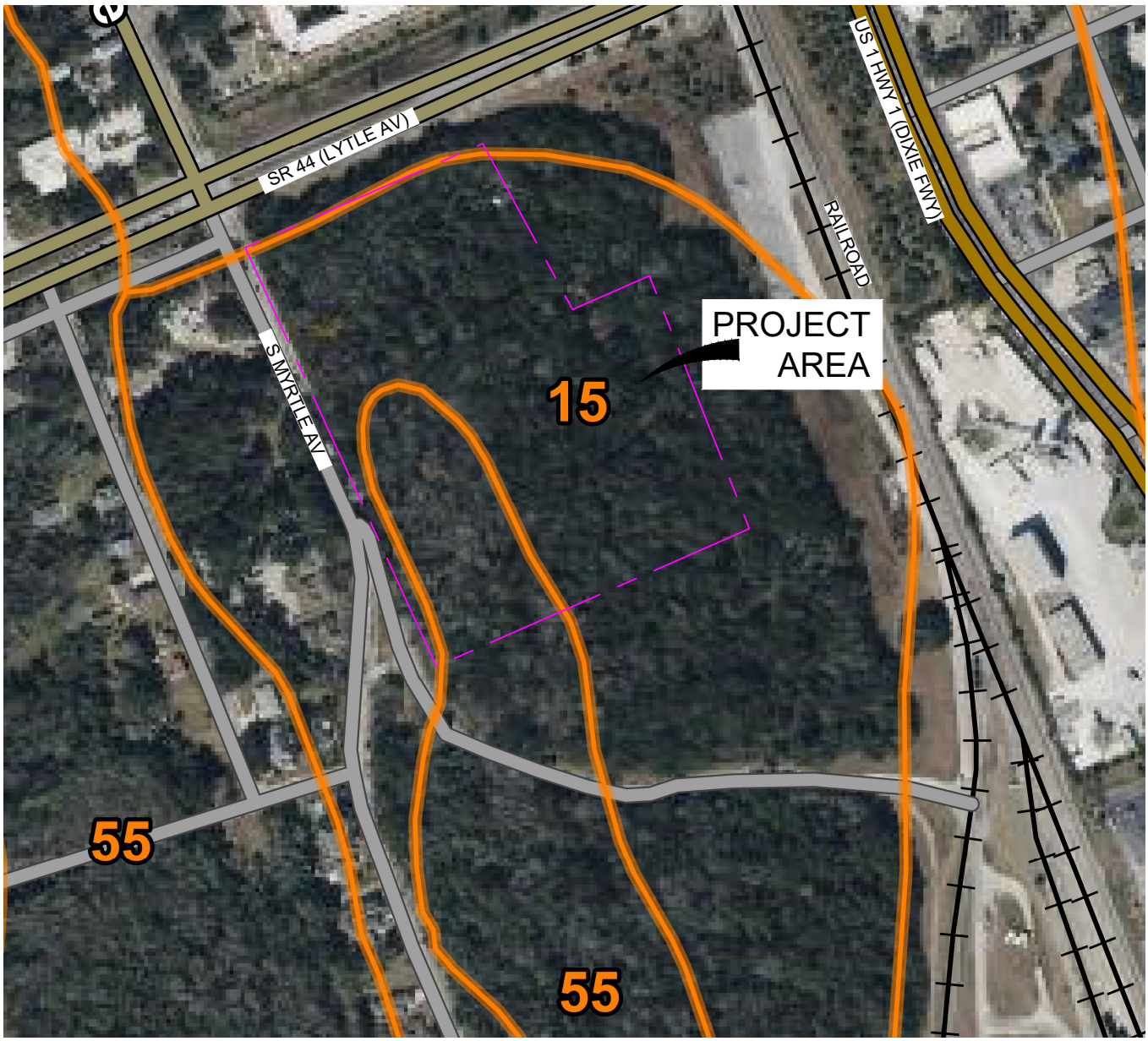

SOILS MAP

HYDROLOGIC SOIL GROUP SUMMARY		
SOIL TYPE	SOIL NAME	SOIL GROUP
15	COCOA SAND, 0 TO 5 PERCENT SLOPES	A
55	RIVIERA FINE SAND	A/D

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APPENDIX B

Pre-Development Drainage Calculations and ICPR Analysis

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GRAPHIC SCALE IN FEET
0 25 50 100

No.	REVISIONS	DATE	BY

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FL. LICENSE NUMBER 73231

DATE 03/10/2025

KHA PROJECT	249493000
DATE	03/10/2025
SCALE	AS SHOWN
DESIGNED BY	DRN
DRAWN BY	DRN
CHECKED BY	MKF

PRE-DEVELOPMENT BASIN MAP

SHOPPES AT NEW SMYRNA BEACH

OAKLAND FL

SHEET NUMBER

Pre-Development Drainage Calculations

-TC Calculations

-CN Calculation

Worksheet : Time of Concentration (T_c) or travel time (T_t)

Project	Shoppes at New Smyrna Beach	By	DRN	Date	6/26/2026
Location	New Smyrna Beach, FL	Checked	MF	Date	
		Pre	**X**	Post	
		T_c	**X**	T_t	

			Basin	**PRE-BASIN 1**	**PRE-BASIN 2**	
Sheet flow (Applicable to Tc only)						
			Segment ID	Overland	Overland	
1.	Surface Description (Table 3-1)			woods	woods	
2.	Manning's Roughness coeff., n (Table 3-1)			0.40	0.40	
3.	Flow Length, L (total L ≤ 300 ft)	ft		100	100	
4.	2-Yr 24-Hr rainfall, P_2	in		4.5	4.5	
5.	Land slope, s	ft/ft		0.0050	0.0400	
6.	$T_t = 0.007(nL)^{0.8} / P_2^{0.5} s^{0.4}$	hr		0.53	0.23	
Shallow Concentrated Flow						
			Segment ID			
7.	Surface Description (Paved or Unpaved)			woods	woods	
8.	Flow Length, L	ft		718	264	
9.	Watercourse slope, s	ft/ft		0.008	0.008	
10.	Average Velocity, V (figure 3-1)	ft/s		1.8	1.8	
11.	$T_t = L / 3600V$	hr		0.12	0.12	
Channel Flow						
			Segment ID			
12.	Cross sectional flow area, a	ft^2				
13.	Wetted perimeter, p_w	ft				
14.	Hydraulic Radius, $r = a / p_w$	ft				
15.	Channel Slope, s	ft/ft				
16.	Manning's Roughness coeff., n					
17.	$V = 1.49 r^{2/3} s^{1/2} / n$	ft/s				
18.	Flow Length, L	ft				
19.	$T_t = L / 3600V$	hr				
20.	Watershed or subarea T_c or T_t (Adding T_t in Steps 6,11,and 19)	hr		0.65	0.35	
		or				
		min		39	21	

(210-VI-TR-55, Second Ed., June 1986)

CURVE NUMBER WORKSHEET

PRE-DEVELOPMENT BASIN "1"

Basin Area = 8.94 acres

AREA	SCS SOIL TYPE	COVER TYPE AND CONDITIONS	CURVE NUMBER	SUB TOTAL
		Grass (Lawns, Parks, Golf Courses, etc.)		
	A	Cover < 50%	68	0.0
	A	Cover 50% to 75%	49	0.0
	A	Cover > 75%	39	0.0
		Grass (Lawns, Parks, Golf Courses, etc.)		
	B	Cover < 50%	79	0.0
	B	Cover 50% to 75%	69	0.0
	B	Cover > 75%	61	0.0
		Grass (Lawns, Parks, Golf Courses, etc.)		
	C	Cover < 50%	86	0.0
	C	Cover 50% to 75%	79	0.0
	C	Cover > 75%	74	0.0
		Grass (Lawns, Parks, Golf Courses, etc.)		
	D	Cover < 50%	89	0.0
	D	Cover 50% to 75%	84	0.0
	D	Cover > 75%	80	0.0
		Woods(Forest, Orchard)		
	A	Cover < 50%	45	0.0
	A	Cover 50% to 75%	36	0.0
	A	Cover > 75%	30	0.0
		Woods(Forest, Orchard)		
	B	Cover < 50%	66	0.0
	B	Cover 50% to 75%	60	0.0
	B	Cover > 75%	55	0.0
		Woods(Forest, Orchard)		
	C	Cover < 50%	77	0.0
	C	Cover 50% to 75%	73	0.0
	C	Cover > 75%	70	0.0
		Woods(Forest, Orchard)		
	D	Cover < 50%	83	0.0
	D	Cover 50% to 75%	79	0.0
8.94	D	Cover > 75%	77	688.4
	A,B,C,D	Impervious (Pond)	98	0.0
	A,B,C,D	Impervious (Pavement, Concrete, Roofs)	98	0.0
			WEIGHTED CURVE NUMBER =	**77.0**

WEIGHTED CURVE NUMBER = SUM (CN*AREA) / TOTAL AREA

CURVE NUMBER WORKSHEET

PRE-DEVELOPMENT BASIN "2"

Basin Area = 2.42 acres

AREA	SCS SOIL TYPE	COVER TYPE AND CONDITIONS	CURVE NUMBER	SUB TOTAL
		Grass (Lawns, Parks, Golf Courses, etc.)		
	A	Cover < 50%	68	0.0
	A	Cover 50% to 75%	49	0.0
	A	Cover > 75%	39	0.0
		Grass (Lawns, Parks, Golf Courses, etc.)		
	B	Cover < 50%	79	0.0
	B	Cover 50% to 75%	69	0.0
	B	Cover > 75%	61	0.0
		Grass (Lawns, Parks, Golf Courses, etc.)		
	C	Cover < 50%	86	0.0
	C	Cover 50% to 75%	79	0.0
	C	Cover > 75%	74	0.0
		Grass (Lawns, Parks, Golf Courses, etc.)		
	D	Cover < 50%	89	0.0
	D	Cover 50% to 75%	84	0.0
	D	Cover > 75%	80	0.0
		Woods(Forest, Orchard)		
	A	Cover < 50%	45	0.0
	A	Cover 50% to 75%	36	0.0
	A	Cover > 75%	30	0.0
		Woods(Forest, Orchard)		
	B	Cover < 50%	66	0.0
	B	Cover 50% to 75%	60	0.0
	B	Cover > 75%	55	0.0
		Woods(Forest, Orchard)		
	C	Cover < 50%	77	0.0
	C	Cover 50% to 75%	73	0.0
	C	Cover > 75%	70	0.0
		Woods(Forest, Orchard)		
	D	Cover < 50%	83	0.0
	D	Cover 50% to 75%	79	0.0
2.42	D	Cover > 75%	77	186.3
	A,B,C,D	Impervious (Pond)	98	0.0
	A,B,C,D	Impervious (Pavement, Concrete, Roofs)	98	0.0
			WEIGHTED CURVE NUMBER =	**77.0**

WEIGHTED CURVE NUMBER = SUM (CN*AREA) / TOTAL AREA

Pre-Development Input Report

Simple Basin: Pre Basin 1

Scenario:	Scenario1
Node:	Pre Outfall 1
Hydrograph Method:	NRCS Unit Hydrograph
Infiltration Method:	Curve Number
Time of Concentration:	39.0000 min
Max Allowable Q:	0.00 cfs
Time Shift:	0.0000 hr
Unit Hydrograph:	UH256
Peaking Factor:	256.0
Area:	8.9500 ac
Curve Number:	77.0
Ia/S:	0.00
% Impervious:	0.00
% DCIA:	0.00
% Direct:	0.00
Rainfall Name:	

Comment:

Simple Basin: Pre Basin 2

Scenario:	Scenario1
Node:	Pre Outfall 2
Hydrograph Method:	NRCS Unit Hydrograph
Infiltration Method:	Curve Number
Time of Concentration:	21.0000 min
Max Allowable Q:	0.00 cfs
Time Shift:	0.0000 hr
Unit Hydrograph:	UH256
Peaking Factor:	256.0
Area:	2.4200 ac
Curve Number:	77.0
Ia/S:	0.00
% Impervious:	0.00
% DCIA:	0.00
% Direct:	0.00
Rainfall Name:	

Comment:

Node: Pre Outfall 1

Scenario:	Scenario1
Type:	Time/Stage
Base Flow:	0.00 cfs
Initial Stage:	4.72 ft

Warning Stage: 4.72 ft
Alert Stage: 0.00 ft
Boundary Stage:

Year	Month	Day	Hour	Stage [ft]
0	0	0	0.0000	4.72
0	0	0	9999.0000	4.72

Comment:

Node: Pre Outfall 2

Scenario: Scenario1
Type: Time/Stage
Base Flow: 0.00 cfs
Initial Stage: 6.00 ft
Warning Stage: 6.00 ft
Alert Stage: 0.00 ft
Boundary Stage:

Year	Month	Day	Hour	Stage [ft]
0	0	0	0.0000	6.00
0	0	0	9999.0000	6.00

Comment:

Simulation: 100yr-24hr

Scenario: Scenario1
Run Date/Time: 9/15/2026 4:46:40 PM
Program Version: StormWise 4.08.03

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	24.0000

	Hydrology [sec]	Surface Hydraulics [sec]	Groundwater [sec]
Min Calculation Time:	60.0000	0.1000	900.0000
Max Calculation Time:		30.0000	

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Groundwater

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	60.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:
Reference ET Folder:
Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:
Roughness Set:
Crop Coef Set:
Fillable Porosity Set:
Conductivity Set:
Leakage Set:

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6	ET for Manual Basins:	False
Over-Relax Weight Fact:	0.5 dec	Ia/S:	0.20 dec
dZ Tolerance:	0.0010 ft		
Max dZ:	1.0000 ft	Smp/Man Basin Rain Opt:	Global
Link Optimizer Tol:	0.0001 ft	OF Region Rain Opt:	Global
		Rainfall Name:	~SCSII-24
Edge Length Option:	Automatic	Rainfall Amount:	13.00 in
		Storm Duration:	24.0000 hr
Dflt Damping (2D):	0.0050 ft	Dflt Damping (1D):	0.0050 ft
Min Node Srf Area (2D):	100 ft2	Min Node Srf Area (1D):	100 ft2
Energy Switch (2D):	Energy	Energy Switch (1D):	Energy

Comment:

Simulation: 10yr-24hr

Scenario: Scenario1
Run Date/Time: 9/15/2026 4:46:41 PM
Program Version: StormWise 4.08.03

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	24.0000

	Hydrology [sec]	Surface Hydraulics [sec]	Groundwater [sec]
Min Calculation Time:	60.0000	0.1000	900.0000
Max Calculation Time:		30.0000	

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Groundwater

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	60.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:
Reference ET Folder:
Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:

Green-Ampt Set:	
Vertical Layers Set:	
Impervious Set:	
Roughness Set:	
Crop Coef Set:	
Fillable Porosity Set:	
Conductivity Set:	
Leakage Set:	

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6	ET for Manual Basins:	False
Over-Relax Weight Fact:	0.5 dec	Ia/S:	0.20 dec
dZ Tolerance:	0.0010 ft		
Max dZ:	1.0000 ft	Smp/Man Basin Rain Opt:	Global
Link Optimizer Tol:	0.0001 ft	OF Region Rain Opt:	Global
		Rainfall Name:	~SCSII-24
Edge Length Option:	Automatic	Rainfall Amount:	7.50 in
		Storm Duration:	24.0000 hr
Dflt Damping (2D):	0.0050 ft	Dflt Damping (1D):	0.0050 ft
Min Node Srf Area (2D):	100 ft2	Min Node Srf Area (1D):	100 ft2
Energy Switch (2D):	Energy	Energy Switch (1D):	Energy

Comment:

Simulation: 25yr-24hr

Scenario:	Scenario1
Run Date/Time:	9/15/2026 4:46:43 PM
Program Version:	StormWise 4.08.03

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	24.0000

	Hydrology [sec]	Surface Hydraulics [sec]	Groundwater [sec]
Min Calculation Time:	60.0000	0.1000	900.0000
Max Calculation Time:		30.0000	

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Groundwater

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	60.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:
Reference ET Folder:
Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:
Roughness Set:
Crop Coef Set:
Fillable Porosity Set:
Conductivity Set:
Leakage Set:

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6	ET for Manual Basins:	False
Over-Relax Weight Fact:	0.5 dec	Ia/S:	0.20 dec
dZ Tolerance:	0.0010 ft		
Max dZ:	1.0000 ft	Smp/Man Basin Rain Opt:	Global
Link Optimizer Tol:	0.0001 ft	OF Region Rain Opt:	Global
		Rainfall Name:	~SCSII-24
Edge Length Option:	Automatic	Rainfall Amount:	9.50 in
		Storm Duration:	24.0000 hr
Dflt Damping (2D):	0.0050 ft	Dflt Damping (1D):	0.0050 ft
Min Node Srf Area	100 ft2	Min Node Srf Area	100 ft2

(2D):		(1D):	
Energy Switch (2D):	Energy	Energy Switch (1D):	Energy

Comment:

Simulation: Mean Annual

Scenario: Scenario1
Run Date/Time: 9/15/2026 4:46:44 PM
Program Version: StormWise 4.08.03

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	24.0000

	Hydrology [sec]	Surface Hydraulics [sec]	Groundwater [sec]
Min Calculation Time:	60.0000	0.1000	900.0000
Max Calculation Time:		30.0000	

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Groundwater

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	60.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:
Reference ET Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:

Unit Hydrograph Folder:		Curve Number Set:	
		Green-Ampt Set:	
		Vertical Layers Set:	
		Impervious Set:	
		Roughness Set:	
		Crop Coef Set:	
		Fillable Porosity Set:	
		Conductivity Set:	
		Leakage Set:	

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6	ET for Manual Basins:	False
Over-Relax Weight Fact:	0.5 dec	Ia/S:	0.20 dec
dZ Tolerance:	0.0010 ft		
Max dZ:	1.0000 ft	Smp/Man Basin Rain Opt:	Global
Link Optimizer Tol:	0.0001 ft	OF Region Rain Opt:	Global
		Rainfall Name:	~FLMOD
Edge Length Option:	Automatic	Rainfall Amount:	4.76 in
		Storm Duration:	24.0000 hr
Dflt Damping (2D):	0.0050 ft	Dflt Damping (1D):	0.0050 ft
Min Node Srf Area (2D):	100 ft2	Min Node Srf Area (1D):	100 ft2
Energy Switch (2D):	Energy	Energy Switch (1D):	Energy

Comment:

Pre-Development Basin Summary

Simple Basin : Multi Item | (name, sim) : Runoff Summary [Scenario1]

Basin Name	Sim Name	Max Flow [cfs]	Time to Max Flow [hrs]	Total Rainfall [in]	Total Runoff [in]	Area [ac]
Pre Basin 1	100yr-24hr	37.25	12.3333	13.00	9.85	8.9500
Pre Basin 1	10yr-24hr	18.07	12.3500	7.50	4.74	8.9500
Pre Basin 1	25yr-24hr	25.00	12.3500	9.50	6.56	8.9500
Pre Basin 1	Mean Annual	7.69	12.4500	4.76	2.38	8.9500
Pre Basin 2	100yr-24hr	15.30	12.1500	13.00	9.92	2.4200
Pre Basin 2	10yr-24hr	7.49	12.1500	7.50	4.78	2.4200
Pre Basin 2	25yr-24hr	10.32	12.1500	9.50	6.61	2.4200
Pre Basin 2	Mean Annual	2.92	12.1833	4.76	2.40	2.4200

Pre-Development Node Min/Max Report

Node Max Conditions w/ Times : Multi Item | (name, sim) [Scenario1]

Node Name	Sim Name	Warning Stage [ft]	Alert Stage [ft]	Max Stage [ft]	Min/Max Delta Stage [ft]	Max Total Inflow [cfs]	Max Total Outflow [cfs]	Max Surface Area [ft2]	Time to Max Stage [hr]	Time to Min/Max Delta Stage [hr]	Time to Max Total Inflow [hr]	Time to Max Total Outflow [hr]
Pre Outfall 1	100yr-24hr	4.72	0.00	4.72	0.0000	37.25	0.00	0	0.0000	0.0000	12.3337	0.0000
Pre Outfall 1	10yr-24hr	4.72	0.00	4.72	0.0000	18.07	0.00	0	0.0000	0.0000	12.3501	0.0000
Pre Outfall 1	25yr-24hr	4.72	0.00	4.72	0.0000	25.00	0.00	0	0.0000	0.0000	12.3490	0.0000
Pre Outfall 1	Mean Annual	4.72	0.00	4.72	0.0000	7.69	0.00	0	0.0000	0.0000	12.4497	0.0000
Pre Outfall 2	100yr-24hr	6.00	0.00	6.00	0.0000	15.30	0.00	0	0.0000	0.0000	12.1502	0.0000
Pre Outfall 2	10yr-24hr	6.00	0.00	6.00	0.0000	7.49	0.00	0	0.0000	0.0000	12.1500	0.0000
Pre Outfall 2	25yr-24hr	6.00	0.00	6.00	0.0000	10.32	0.00	0	0.0000	0.0000	12.1500	0.0000
Pre Outfall 2	Mean Annual	6.00	0.00	6.00	0.0000	2.92	0.00	0	0.0000	0.0000	12.1832	0.0000

Node Name	Total Inflow Volume [ft3]
Pre Outfall 1	0
Pre Outfall 1	0
Pre Outfall 1	0

Node Name	Total Inflow Volume [ft3]
Pre Outfall 1	7780
Pre Outfall 1	9007
Pre Outfall 1	10508
Pre Outfall 1	12372
Pre Outfall 1	14702
Pre Outfall 1	17912
Pre Outfall 1	24842
Pre Outfall 1	41296
Pre Outfall 1	63359
Pre Outfall 1	82475
Pre Outfall 1	98121
Pre Outfall 1	111069
Pre Outfall 1	121879
Pre Outfall 1	131038
Pre Outfall 1	139104
Pre Outfall 1	146352
Pre Outfall 1	152676
Pre Outfall 1	157943
Pre Outfall 1	162330
Pre Outfall 1	166020
Pre Outfall 1	169183
Pre Outfall 1	171832
Pre Outfall 1	174082
Pre Outfall 1	176149
Pre Outfall 1	178103
Pre Outfall 1	179968
Pre Outfall 1	181741
Pre Outfall 1	183430
Pre Outfall 1	185042
Pre Outfall 1	186600
Pre Outfall 1	188112
Pre Outfall 1	189560
Pre Outfall 1	190939
Pre Outfall 1	192256
Pre Outfall 1	193526
Pre Outfall 1	194761
Pre Outfall 1	195971
Pre Outfall 1	197162
Pre Outfall 1	198336
Pre Outfall 1	199466
Pre Outfall 1	200526
Pre Outfall 1	201531

Node Name	Total Inflow Volume [ft3]
Pre Outfall 1	202497
Pre Outfall 1	203438
Pre Outfall 1	204365
Pre Outfall 1	205276
Pre Outfall 1	206173
Pre Outfall 1	207058
Pre Outfall 1	207935
Pre Outfall 1	208805
Pre Outfall 1	209673
Pre Outfall 1	210545
Pre Outfall 1	211414
Pre Outfall 1	212279
Pre Outfall 1	213137

APPENDIX C

Post-Development Drainage Calculations and ICPR Analysis

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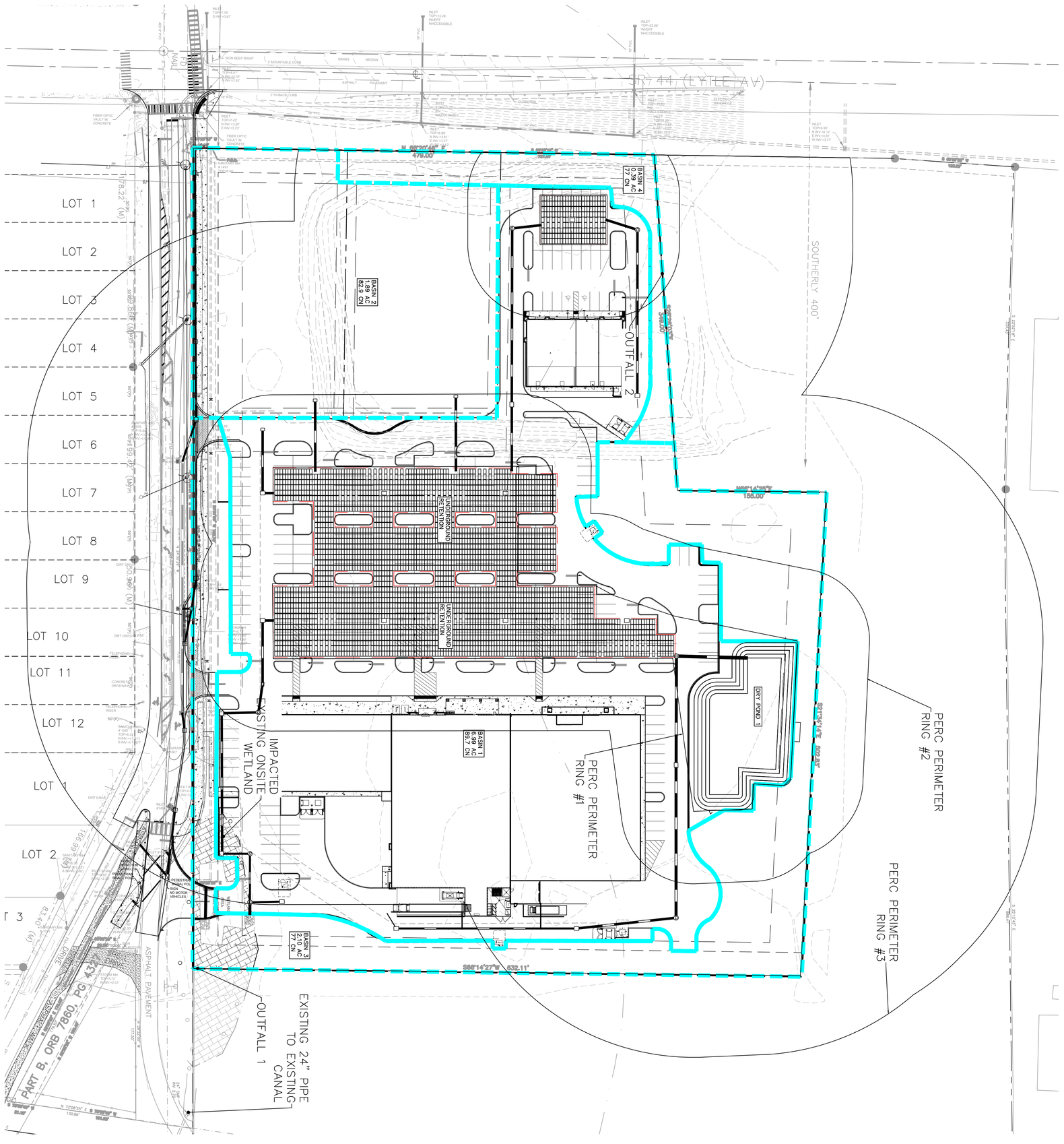


GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

SHEET NUMBER EX	SHOPS OF NEW SMYRNA BEACH NEW SMYRNA BEACH FL	POST BASIN MAP	KHA PROJECT DATE SCALE AS SHOWN DESIGNED BY DRAWN BY CHECKED BY	LICENSED PROFESSIONAL BRENT A. LENTEN LICENSE No. 78537 STATE OF FLORIDA PROFESSIONAL ENGINEER DATE:	Kimley»Horn © 2026 KIMLEY-HORN AND ASSOCIATES, INC. 200 S. ORANGE AVENUE, SUITE 600, ORLANDO, FL PHONE: (407) 898-1511 WWW.KIMLEY-HORN.COM REGISTRY No. 35106	No.	REVISIONS DATE BY

779

Post-Development Drainage Calculations

-TC Calculations

-CN Calculation

CURVE NUMBER WORKSHEET

POST-DEVELOPMENT BASIN "1"

Basin Area = 6.99 acres

AREA	SCS SOIL TYPE	COVER TYPE AND CONDITIONS	CURVE NUMBER	SUB TOTAL
		Grass (Lawns, Parks, Golf Courses, etc.)		
	A	Cover < 50%	68	0.0
	A	Cover 50% to 75%	49	0.0
0.98	A	Cover > 75%	39	38.2
		Grass (Lawns, Parks, Golf Courses, etc.)		
	B	Cover < 50%	79	0.0
	B	Cover 50% to 75%	69	0.0
	B	Cover > 75%	61	0.0
		Grass (Lawns, Parks, Golf Courses, etc.)		
	C	Cover < 50%	86	0.0
	C	Cover 50% to 75%	79	0.0
	C	Cover > 75%	74	0.0
		Grass (Lawns, Parks, Golf Courses, etc.)		
	D	Cover < 50%	89	0.0
	D	Cover 50% to 75%	84	0.0
	D	Cover > 75%	80	0.0
		Woods(Forest, Orchard)		
	A	Cover < 50%	45	0.0
	A	Cover 50% to 75%	35	0.0
	A	Cover > 75%	25	0.0
		Woods(Forest, Orchard)		
	B	Cover < 50%	66	0.0
	B	Cover 50% to 75%	60	0.0
	B	Cover > 75%	55	0.0
		Woods(Forest, Orchard)		
	C	Cover < 50%	77	0.0
	C	Cover 50% to 75%	74	0.0
	C	Cover > 75%	70	0.0
		Woods(Forest, Orchard)		
	D	Cover < 50%	83	0.0
	D	Cover 50% to 75%	80	0.0
	D	Cover > 75%	77	0.0
6.01	A,B,C,D	Impervious (Pavement, Concrete, Roofs)	98	589.0
			WEIGHTED CURVE NUMBER =	**89.7**

WEIGHTED CURVE NUMBER = SUM (CN*AREA) / TOTAL AREA

CURVE NUMBER WORKSHEET

POST-DEVELOPMENT BASIN "2"

Basin Area = 1.89 acres

AREA	SCS SOIL TYPE	COVER TYPE AND CONDITIONS	CURVE NUMBER	SUB TOTAL
		Grass (Lawns, Parks, Golf Courses, etc.)		
	A	Cover < 50%	68	0.0
	A	Cover 50% to 75%	49	0.0
0.48	A	Cover > 75%	39	18.8
		Grass (Lawns, Parks, Golf Courses, etc.)		
	B	Cover < 50%	79	0.0
	B	Cover 50% to 75%	69	0.0
	B	Cover > 75%	61	0.0
		Grass (Lawns, Parks, Golf Courses, etc.)		
	C	Cover < 50%	86	0.0
	C	Cover 50% to 75%	79	0.0
	C	Cover > 75%	74	0.0
		Grass (Lawns, Parks, Golf Courses, etc.)		
	D	Cover < 50%	89	0.0
	D	Cover 50% to 75%	84	0.0
	D	Cover > 75%	80	0.0
		Woods(Forest, Orchard)		
	A	Cover < 50%	45	0.0
	A	Cover 50% to 75%	35	0.0
	A	Cover > 75%	25	0.0
		Woods(Forest, Orchard)		
	B	Cover < 50%	66	0.0
	B	Cover 50% to 75%	60	0.0
	B	Cover > 75%	55	0.0
		Woods(Forest, Orchard)		
	C	Cover < 50%	77	0.0
	C	Cover 50% to 75%	74	0.0
	C	Cover > 75%	70	0.0
		Woods(Forest, Orchard)		
	D	Cover < 50%	83	0.0
	D	Cover 50% to 75%	80	0.0
	D	Cover > 75%	77	0.0
1.41	A,B,C,D	Impervious (Pavement, Concrete, Roofs)	98	137.9
			WEIGHTED CURVE NUMBER =	**82.9**

WEIGHTED CURVE NUMBER = SUM (CN*AREA) / TOTAL AREA

CURVE NUMBER WORKSHEET

POST-DEVELOPMENT BASIN "3"

Basin Area = 2.10 acres

AREA	SCS SOIL TYPE	COVER TYPE AND CONDITIONS	CURVE NUMBER	SUB TOTAL
		Grass (Lawns, Parks, Golf Courses, etc.)		
	A	Cover < 50%	68	0.0
	A	Cover 50% to 75%	49	0.0
	A	Cover > 75%	39	0.0
		Grass (Lawns, Parks, Golf Courses, etc.)		
	B	Cover < 50%	79	0.0
	B	Cover 50% to 75%	69	0.0
	B	Cover > 75%	61	0.0
		Grass (Lawns, Parks, Golf Courses, etc.)		
	C	Cover < 50%	86	0.0
	C	Cover 50% to 75%	79	0.0
	C	Cover > 75%	74	0.0
		Grass (Lawns, Parks, Golf Courses, etc.)		
	D	Cover < 50%	89	0.0
	D	Cover 50% to 75%	84	0.0
	D	Cover > 75%	80	0.0
		Woods(Forest, Orchard)		
	A	Cover < 50%	45	0.0
	A	Cover 50% to 75%	35	0.0
	A	Cover > 75%	25	0.0
		Woods(Forest, Orchard)		
	B	Cover < 50%	66	0.0
	B	Cover 50% to 75%	60	0.0
	B	Cover > 75%	55	0.0
		Woods(Forest, Orchard)		
	C	Cover < 50%	77	0.0
	C	Cover 50% to 75%	74	0.0
	C	Cover > 75%	70	0.0
		Woods(Forest, Orchard)		
	D	Cover < 50%	83	0.0
	D	Cover 50% to 75%	80	0.0
1.90	D	Cover > 75%	77	146.3
	A,B,C,D	Impervious (Pavement, Concrete, Roofs)	98	0.0
			WEIGHTED CURVE NUMBER =	**69.7**

WEIGHTED CURVE NUMBER = SUM (CN*AREA) / TOTAL AREA

CURVE NUMBER WORKSHEET

POST-DEVELOPMENT BASIN "4"

Basin Area = 0.39 acres

AREA	SCS SOIL TYPE	COVER TYPE AND CONDITIONS	CURVE NUMBER	SUB TOTAL
		Grass (Lawns, Parks, Golf Courses, etc.)		
	A	Cover < 50%	68	0.0
	A	Cover 50% to 75%	49	0.0
	A	Cover > 75%	39	0.0
		Grass (Lawns, Parks, Golf Courses, etc.)		
	B	Cover < 50%	79	0.0
	B	Cover 50% to 75%	69	0.0
	B	Cover > 75%	61	0.0
		Grass (Lawns, Parks, Golf Courses, etc.)		
	C	Cover < 50%	86	0.0
	C	Cover 50% to 75%	79	0.0
	C	Cover > 75%	74	0.0
		Grass (Lawns, Parks, Golf Courses, etc.)		
	D	Cover < 50%	89	0.0
	D	Cover 50% to 75%	84	0.0
	D	Cover > 75%	80	0.0
		Woods(Forest, Orchard)		
	A	Cover < 50%	45	0.0
	A	Cover 50% to 75%	35	0.0
	A	Cover > 75%	25	0.0
		Woods(Forest, Orchard)		
	B	Cover < 50%	66	0.0
	B	Cover 50% to 75%	60	0.0
	B	Cover > 75%	55	0.0
		Woods(Forest, Orchard)		
	C	Cover < 50%	77	0.0
	C	Cover 50% to 75%	74	0.0
	C	Cover > 75%	70	0.0
		Woods(Forest, Orchard)		
	D	Cover < 50%	83	0.0
	D	Cover 50% to 75%	80	0.0
0.37	D	Cover > 75%	77	28.5
	A,B,C,D	Impervious (Pavement, Concrete, Roofs)	98	0.0
			WEIGHTED CURVE NUMBER =	**73.1**

WEIGHTED CURVE NUMBER = SUM (CN*AREA) / TOTAL AREA

REQUIRED TREATMENT VOLUME & STAGE/STORAGE

DRY RETENTION POND

Provided Treatment Volume =	**0.167**	**acre-ft.**
	7,265	**CF**
Provided Treatment Volume at Elevation =	6.96	ft

	Elevation	Feet	Area	Area	Avg. Area	Volume	Volume Sum	Volume Sum
	(FT)		(SF)	(AC)	(SF)	(CF)	(CF)	(Ac-Ft)
T.O.B.	10	3.9	15,171	0.348		14,150	44,158	1.01
					14,150			
	9	2.9	13,129	0.301		12,154	30,008	0.69
					12,154			
	8	1.9	11,178	0.257		10,251	17,854	0.41
					10,251			
	7	0.9	9,324	0.214		7,603	7,603	0.17
					8,447			
BOTTOM	6.1	0	7,571	0.174		0	0	0.00

Chambers Storage

Elevation	Area	Area	Volume CFS	Volume AcFt
	Sys 2	Sys 1	Total	
6.000	0	0	0	0
6.083	3595	247	4089	0.094
6.167	7170	493	8156	0.187
6.250	10745	739	12222	0.281
6.333	14301	983	16268	0.373
6.417	17857	1227	20312	0.466
6.500	21394	1471	24335	0.559
6.583	24912	1713	28337	0.651
6.667	28430	1954	32339	0.742
6.750	31928	2195	36318	0.834
6.833	35427	2435	40298	0.925
6.917	38906	2675	44256	1.016
7.000	42367	2913	48192	1.106
7.083	45827	3150	52128	1.197
7.167	49268	3387	56043	1.287
7.250	52690	3622	59935	1.376
7.333	56093	3856	63806	1.465
7.417	59478	4089	67656	1.553
7.500	62842	4321	71483	1.641
7.583	66169	4549	75268	1.728
7.667	69477	4777	79031	1.814
7.750	72766	5003	82772	1.900
7.833	76016	5227	86470	1.985
7.917	79229	5448	90125	2.069
8.000	82404	5667	93737	2.152
8.083	85539	5883	97304	2.234
8.167	88619	6095	100808	2.314
8.250	91642	6303	104248	2.393
8.333	94588	6506	107600	2.470
8.417	97477	6705	110888	2.546
8.500	100291	6900	114090	2.619
8.583	102990	7086	117163	2.690
8.667	105595	7266	120127	2.758
8.750	108067	7437	122941	2.822
8.833	110348	7596	125540	2.882
8.917	112403	7739	127880	2.936
9.000	114324	7873	130069	2.986
9.083	116102	7997	132096	3.033
9.167	117881	8121	134124	3.079
9.250	119593	8241	136076	3.124
9.333	121305	8361	138028	3.169
9.417	123018	8481	139980	3.213
9.500	124730	8601	141932	3.258
9.583	126442	8721	143884	3.303
9.606	126904	8753	144411	3.315
9.689	128616	8753	146123	3.355
9.772	130328	8753	147835	3.394
9.855	132040	8753	149547	3.433
9.938	133752	8753	151259	3.472
10.021	135464	8753	152971	3.512
10.104	137176	8753	154683	3.551
10.187	138888	8753	156395	3.590
10.270	140600	8753	158107	3.630

Weir Elev. 6.96'
Volume: 1.062 Ac-Ft

Post-Development Input Report

Simple Basin: Post Basin 1

Scenario:	Scenario1
Node:	SWM 1
Hydrograph Method:	NRCS Unit Hydrograph
Infiltration Method:	Curve Number
Time of Concentration:	10.0000 min
Max Allowable Q:	0.00 cfs
Time Shift:	0.0000 hr
Unit Hydrograph:	UH484
Peaking Factor:	484.0
Area:	6.9900 ac
Curve Number:	89.7
Ia/S:	0.00
% Impervious:	0.00
% DCIA:	0.00
% Direct:	0.00
Rainfall Name:	

Comment:

Simple Basin: Post Basin 2

Scenario:	Scenario1
Node:	SWM 1
Hydrograph Method:	NRCS Unit Hydrograph
Infiltration Method:	Curve Number
Time of Concentration:	10.0000 min
Max Allowable Q:	0.00 cfs
Time Shift:	0.0000 hr
Unit Hydrograph:	UH484
Peaking Factor:	484.0
Area:	1.8900 ac
Curve Number:	82.9
Ia/S:	0.00
% Impervious:	0.00
% DCIA:	0.00
% Direct:	0.00
Rainfall Name:	

Comment:

Simple Basin: Post Basin 3

Scenario:	Scenario1
Node:	Post Outfall 1
Hydrograph Method:	NRCS Unit Hydrograph
Infiltration Method:	Curve Number

Time of Concentration:	10.0000 min
Max Allowable Q:	0.00 cfs
Time Shift:	0.0000 hr
Unit Hydrograph:	UH256
Peaking Factor:	256.0
Area:	2.1000 ac
Curve Number:	77.0
Ia/S:	0.00
% Impervious:	0.00
% DCIA:	0.00
% Direct:	0.00
Rainfall Name:	

Comment:

Simple Basin: Post Basin 4

Scenario:	Scenario1
Node:	Post Outfall 2
Hydrograph Method:	NRCS Unit Hydrograph
Infiltration Method:	Curve Number
Time of Concentration:	10.0000 min
Max Allowable Q:	0.00 cfs
Time Shift:	0.0000 hr
Unit Hydrograph:	UH256
Peaking Factor:	256.0
Area:	0.3900 ac
Curve Number:	77.0
Ia/S:	0.00
% Impervious:	0.00
% DCIA:	0.00
% Direct:	0.00
Rainfall Name:	

Comment:

Node: Dry Pond 1

Scenario:	Scenario1
Type:	Stage/Area
Base Flow:	0.00 cfs
Initial Stage:	6.00 ft
Warning Stage:	10.00 ft
Alert Stage:	10.00 ft

Stage [ft]	Area [ac]	Area [ft2]
10.00	0.3480	15159

Stage [ft]	Area [ac]	Area [ft2]
9.00	0.3010	13112
8.00	0.2570	11195
7.00	0.2140	9322
6.10	0.1740	7579

Comment:

Node: Filter Box

Scenario: Scenario1
Type: Stage/Area
Base Flow: 0.00 cfs
Initial Stage: 6.35 ft
Warning Stage: 6.35 ft
Alert Stage: 0.00 ft

Stage [ft]	Area [ac]	Area [ft2]
7.20	0.0170	741
6.35	0.0170	741

Comment:

Node: GW

Scenario: Scenario1
Type: Time/Stage
Base Flow: 0.00 cfs
Initial Stage: 4.00 ft
Warning Stage: 4.00 ft
Alert Stage: 0.00 ft
Boundary Stage:

Year	Month	Day	Hour	Stage [ft]
0	0	0	0.0000	4.00
0	0	0	9999.0000	4.00

Comment:

Node: Post Outfall 1

Scenario: Scenario1
Type: Time/Stage
Base Flow: 0.00 cfs
Initial Stage: 4.72 ft

Warning Stage: 4.72 ft
Alert Stage: 0.00 ft
Boundary Stage:

Year	Month	Day	Hour	Stage [ft]
0	0	0	0.0000	4.72
0	0	0	9999.0000	4.72

Comment:

Node: Post Outfall 2

Scenario: Scenario1
Type: Time/Stage
Base Flow: 0.00 cfs
Initial Stage: 0.00 ft
Warning Stage: 0.00 ft
Alert Stage: 0.00 ft
Boundary Stage:

Year	Month	Day	Hour	Stage [ft]
0	0	0	0.0000	6.00
0	0	0	9999.0000	6.00

Comment:

Node: SWM 1

Scenario: Scenario1
Type: Stage/Volume
Base Flow: 0.00 cfs
Initial Stage: 6.00 ft
Warning Stage: 10.00 ft
Alert Stage: 10.00 ft

Stage [ft]	Volume [ac-ft]	Volume [ft3]
6.00	0.00	0
6.08	0.09	4089
6.17	0.19	8156
6.25	0.28	12222
6.33	0.37	16268
6.42	0.47	20312
6.50	0.56	24335
6.58	0.65	28337
6.67	0.74	32339
6.75	0.83	36318
6.83	0.93	40298

Stage [ft]	Volume [ac-ft]	Volume [ft3]
6.92	1.02	44256
7.00	1.11	48192
7.08	1.20	52128
7.17	1.29	56043
7.25	1.38	59935
7.33	1.46	63806
7.42	1.55	67656
7.50	1.64	71483
7.58	1.73	75268
7.67	1.81	79031
7.75	1.90	82772
7.83	1.99	86470
7.92	2.07	90125
8.00	2.15	93737
8.08	2.23	97304
8.17	2.31	100808
8.25	2.39	104248
8.33	2.47	107600
8.42	2.55	110888
8.50	2.62	114090
8.58	2.69	117163
8.67	2.76	120127
8.75	2.82	122941
8.83	2.88	125540
8.92	2.94	127880
9.00	2.99	130069
9.08	3.03	132096
9.17	3.08	134124
9.25	3.12	136076
9.33	3.17	138028
9.42	3.21	139980
9.50	3.26	141932
9.58	3.30	143884
9.61	3.32	144411
9.69	3.35	146123
9.77	3.39	147835
9.86	3.43	149547
9.94	3.47	151259
10.02	3.51	152971
10.10	3.55	154683
10.19	3.59	156395
10.27	3.63	158107
10.27	3.63	158107

Comment:

Drop Structure Link: CS-1		Upstream Pipe		Downstream Pipe	
Scenario:	Scenario1	Invert:	4.60 ft	Invert:	4.50 ft
From Node:	Filter Box	Manning's N:	0.0120	Manning's N:	0.0120
To Node:	Post Outfall 1	Geometry: Circular		Geometry: Circular	
Link Count:	1	Max Depth:	2.50 ft	Max Depth:	2.50 ft
Pipe Flow Direction:	Both	Bottom Clip			
Solution:	Combine	Default:	0.00 ft	Default:	0.00 ft
Increments:	0	Op Table:		Op Table:	
Pipe Count:	2	Ref Node:		Ref Node:	
Damping:	0.0000 ft	Manning's N:	0.0000	Manning's N:	0.0000
Length:	20.00 ft	Top Clip			
FHWA Code:	0	Default:	0.00 ft	Default:	0.00 ft
Entr Loss Coef:	0.00	Op Table:		Op Table:	
Exit Loss Coef:	0.00	Ref Node:		Ref Node:	
Bend Loss Coef:	0.00	Manning's N:	0.0000	Manning's N:	0.0000
Bend Location:	0.00 dec				
Energy Switch:	Energy				

Pipe Comment:

Weir Component		Bottom Clip	
Weir:	1	Default:	0.00 ft
Weir Count:	1	Op Table:	
Weir Flow Direction:	Both	Ref Node:	
Damping:	0.0000 ft	Top Clip	
Weir Type:	Sharp Crested Vertical	Default:	0.00 ft
Geometry Type:	Rectangular	Op Table:	
Invert:	7.80 ft	Ref Node:	
Control Elevation:	7.80 ft	Discharge Coefficients	
Max Depth:	1.00 ft	Weir Default:	3.200
Max Width:	16.00 ft	Weir Table:	
Fillet:	0.00 ft	Orifice Default:	0.600
		Orifice Table:	

Weir Comment:

Drop Structure Comment:

Rating Curve Link: Filter Media	
Scenario:	Scenario1
From Node:	Filter Box
To Node:	Post Outfall 1
Link Count:	1
Flow Direction:	Both

Table	Elev On [ft]	Elev On Node	Elev Off [ft]	Elev Off Node
RC-0010	6.35	Filter Box	6.35	Filter Box

Comment:

Weir Link: OFW Pond

Scenario:	Scenario1	**Bottom Clip**	
From Node:	Dry Pond 1	Default:	0.00 ft
To Node:	Post Outfall 1	Op Table:	
Link Count:	1	Ref Node:	
Flow Direction:	Both	**Top Clip**	
Damping:	0.0000 ft	Default:	0.00 ft
Weir Type:	Broad Crested Vertical	Op Table:	
Geometry Type:	Trapezoidal	Ref Node:	
Invert:	9.00 ft	**Discharge Coefficients**	
Control Elevation:	9.00 ft	Weir Default:	2.800
Max Depth:	9999.00 ft	Weir Table:	
Extrapolation Method:	Normal Projection	Orifice Default:	0.600
Bottom Width:	20.00 ft	Orifice Table:	
Left Slope:	4.000 (h:v)		
Right Slope:	4.000 (h:v)		

Comment:

Weir Link: OFW-SWM to Filter Box

Scenario:	Scenario1	**Bottom Clip**	
From Node:	SWM 1	Default:	0.00 ft
To Node:	Filter Box	Op Table:	
Link Count:	1	Ref Node:	
Flow Direction:	Both	**Top Clip**	
Damping:	0.0000 ft	Default:	0.00 ft
Weir Type:	Sharp Crested Vertical	Op Table:	
Geometry Type:	Rectangular	Ref Node:	
Invert:	6.96 ft	**Discharge Coefficients**	
Control Elevation:	6.96 ft	Weir Default:	2.800
Max Depth:	3.30 ft	Weir Table:	
Max Width:	4.00 ft	Orifice Default:	0.600
Fillet:	0.00 ft	Orifice Table:	

Comment:

Percolation Link: PERC 1

Scenario:	Scenario1	Surface Area Option:	Vary Based on Stage/Area Table
From Node:	SWM 1		
To Node:	GW	Vertical Flow Termination:	Horizontal Flow Algorithm
Link Count:	1	Perimeter 1:	2047.00 ft
Flow Direction:	Both	Perimeter 2:	2818.00 ft
Aquifer Base Elevation:	-9.00 ft	Perimeter 3:	4839.00 ft
Water Table Elevation:	4.50 ft	Distance P1 to P2:	75.00 ft
Annual Recharge Rate:	0 ipy	Distance P2 to P3:	180.00 ft
Horizontal Conductivity:	13.750 fpd	# of Cells P1 to P2:	15
Vertical Conductivity:	9.000 fpd	# of Cells P2 to P3:	18

Fillable Porosity:	0.250
Layer Thickness:	0.00 ft

Comment:

Pipe Link: Pipe 1		Upstream		Downstream	
Scenario:	Scenario1	Invert:	6.10 ft	Invert:	6.00 ft
From Node:	Dry Pond 1	Manning's N:	0.0120	Manning's N:	0.0120
To Node:	SWM 1	Geometry: Circular		Geometry: Circular	
Link Count:	1	Max Depth:	3.00 ft	Max Depth:	3.00 ft
Flow Direction:	Both	Bottom Clip			
Damping:	0.0000 ft	Default:	0.00 ft	Default:	0.00 ft
Length:	50.00 ft	Op Table:		Op Table:	
FHWA Code:	1	Ref Node:		Ref Node:	
Entr Loss Coef:	0.50	Manning's N:	0.0000	Manning's N:	0.0000
Exit Loss Coef:	1.00	Top Clip			
Bend Loss Coef:	0.00	Default:	0.00 ft	Default:	0.00 ft
Bend Location:	0.00 dec	Op Table:		Op Table:	
Energy Switch:	Energy	Ref Node:		Ref Node:	
		Manning's N:	0.0000	Manning's N:	0.0000

Comment:

Simulation: 100yr-24hr

Scenario:	Scenario1
Run Date/Time:	9/16/2026 8:09:43 AM
Program Version:	StormWise 4.08.03

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	24.0000

	Hydrology [sec]	Surface Hydraulics [sec]	Groundwater [sec]
Min Calculation Time:	60.0000	0.1000	900.0000
Max Calculation Time:		30.0000	

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Groundwater

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	60.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:
Reference ET Folder:
Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:
Roughness Set:
Crop Coef Set:
Fillable Porosity Set:
Conductivity Set:
Leakage Set:

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6	ET for Manual Basins:	False
Over-Relax Weight Fact:	0.5 dec	Ia/S:	0.20 dec
dZ Tolerance:	0.0010 ft		
Max dZ:	1.0000 ft	Smp/Man Basin Rain Opt:	Global
Link Optimizer Tol:	0.0001 ft	OF Region Rain Opt:	Global
		Rainfall Name:	~SCSII-24
Edge Length Option:	Automatic	Rainfall Amount:	13.00 in
		Storm Duration:	24.0000 hr
Dflt Damping (2D):	0.0050 ft	Dflt Damping (1D):	0.0050 ft
Min Node Srf Area (2D):	100 ft2	Min Node Srf Area (1D):	100 ft2
Energy Switch (2D):	Energy	Energy Switch (1D):	Energy

Comment:

Simulation: 10yr-24hr

Scenario: Scenario1
Run Date/Time: 9/16/2026 8:09:44 AM
Program Version: StormWise 4.08.03

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	24.0000

	Hydrology [sec]	Surface Hydraulics [sec]	Groundwater [sec]
Min Calculation Time:	60.0000	0.1000	900.0000
Max Calculation Time:		30.0000	

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Groundwater

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	60.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:
Reference ET Folder:
Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:
Roughness Set:
Crop Coef Set:
Fillable Porosity Set:

Conductivity Set:	
Leakage Set:	

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6	ET for Manual Basins:	False
Over-Relax Weight Fact:	0.5 dec	Ia/S:	0.20 dec
dZ Tolerance:	0.0010 ft		
Max dZ:	1.0000 ft	Smp/Man Basin Rain Opt:	Global
Link Optimizer Tol:	0.0001 ft	OF Region Rain Opt:	Global
		Rainfall Name:	~SCSII-24
Edge Length Option:	Automatic	Rainfall Amount:	7.50 in
		Storm Duration:	24.0000 hr
Dflt Damping (2D):	0.0050 ft	Dflt Damping (1D):	0.0050 ft
Min Node Srf Area (2D):	100 ft2	Min Node Srf Area (1D):	100 ft2
Energy Switch (2D):	Energy	Energy Switch (1D):	Energy

Comment:

Simulation: 25yr-24hr

Scenario:	Scenario1
Run Date/Time:	9/16/2026 8:09:45 AM
Program Version:	StormWise 4.08.03

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	24.0000

	Hydrology [sec]	Surface Hydraulics [sec]	Groundwater [sec]
Min Calculation Time:	60.0000	0.1000	900.0000
Max Calculation Time:		30.0000	

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Groundwater

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	60.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:
Reference ET Folder:
Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:
Roughness Set:
Crop Coef Set:
Fillable Porosity Set:
Conductivity Set:
Leakage Set:

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6	ET for Manual Basins:	False
Over-Relax Weight Fact:	0.5 dec	Ia/S:	0.20 dec
dZ Tolerance:	0.0010 ft		
Max dZ:	1.0000 ft	Smp/Man Basin Rain Opt:	Global
Link Optimizer Tol:	0.0001 ft	OF Region Rain Opt:	Global
		Rainfall Name:	~SCSII-24
Edge Length Option:	Automatic	Rainfall Amount:	9.50 in
		Storm Duration:	24.0000 hr
Dflt Damping (2D):	0.0050 ft	Dflt Damping (1D):	0.0050 ft
Min Node Srf Area (2D):	100 ft2	Min Node Srf Area (1D):	100 ft2
Energy Switch (2D):	Energy	Energy Switch (1D):	Energy

Comment:

Simulation: Mean Annual

Scenario: Scenario1
Run Date/Time: 9/16/2026 8:09:46 AM
Program Version: StormWise 4.08.03

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	24.0000

	Hydrology [sec]	Surface Hydraulics [sec]	Groundwater [sec]
Min Calculation Time:	60.0000	0.1000	900.0000
Max Calculation Time:		30.0000	

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Groundwater

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	60.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:
Reference ET Folder:
Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:
Roughness Set:
Crop Coef Set:
Fillable Porosity Set:

Conductivity Set:	
Leakage Set:	

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6	ET for Manual Basins:	False
Over-Relax Weight Fact:	0.5 dec	Ia/S:	0.20 dec
dZ Tolerance:	0.0010 ft		
Max dZ:	1.0000 ft	Smp/Man Basin Rain Opt:	Global
Link Optimizer Tol:	0.0001 ft	OF Region Rain Opt:	Global
		Rainfall Name:	~FLMOD
Edge Length Option:	Automatic	Rainfall Amount:	4.76 in
		Storm Duration:	24.0000 hr
Dflt Damping (2D):	0.0050 ft	Dflt Damping (1D):	0.0050 ft
Min Node Srf Area (2D):	100 ft2	Min Node Srf Area (1D):	100 ft2
Energy Switch (2D):	Energy	Energy Switch (1D):	Energy

Comment:

Post-Development Basin Summary

Simple Basin : Multi Item | (name, sim) : Runoff Summary [Scenario1]

Basin Name	Sim Name	Max Flow [cfs]	Time to Max Flow [hrs]	Total Rainfall [in]	Total Runoff [in]	Area [ac]
Post Basin 1	100yr-24hr	97.47	12.0167	13.00	11.73	6.9900
Post Basin 1	10yr-24hr	54.30	12.0167	7.50	6.29	6.9900
Post Basin 1	25yr-24hr	70.09	12.0167	9.50	8.26	6.9900
Post Basin 1	Mean Annual	21.63	12.0167	4.76	3.62	6.9900
Post Basin 2	100yr-24hr	25.36	12.0167	13.00	10.83	1.8900
Post Basin 2	10yr-24hr	13.45	12.0167	7.50	5.50	1.8900
Post Basin 2	25yr-24hr	17.80	12.0167	9.50	7.42	1.8900
Post Basin 2	Mean Annual	4.95	12.0333	4.76	2.95	1.8900
Post Basin 3	100yr-24hr	19.84	12.0500	13.00	9.95	2.1000
Post Basin 3	10yr-24hr	9.85	12.0500	7.50	4.80	2.1000
Post Basin 3	25yr-24hr	13.48	12.0500	9.50	6.64	2.1000
Post Basin 3	Mean Annual	3.57	12.0500	4.76	2.41	2.1000
Post Basin 4	100yr-24hr	3.68	12.0500	13.00	9.95	0.3900
Post Basin 4	10yr-24hr	1.83	12.0500	7.50	4.80	0.3900
Post Basin 4	25yr-24hr	2.50	12.0500	9.50	6.64	0.3900
Post Basin 4	Mean Annual	0.66	12.0500	4.76	2.41	0.3900

Post-Development Node Min/Max Report

Node Max Conditions w/ Times : Multi Item | (name, sim) [Scenario1]

Node Name	Sim Name	Warning Stage [ft]	Alert Stage [ft]	Max Stage [ft]	Min/Max Delta Stage [ft]	Max Total Inflow [cfs]	Max Total Outflow [cfs]	Max Surface Area [ft2]	Time to Max Stage [hr]	Time to Min/Max Delta Stage [hr]	Time to Max Total Inflow [hr]	Time to Max Total Outflow [hr]
Dry Pond 1	100yr-24hr	10.00	10.00	9.42	0.0010	30.70	16.11	13968	12.1975	11.1195	12.0735	12.1978
Dry Pond 1	10yr-24hr	10.00	10.00	8.03	0.0010	12.91	0.21	11326	12.9487	12.0900	12.2298	13.4689
Dry Pond 1	25yr-24hr	10.00	10.00	8.50	0.0010	19.56	1.09	12204	12.3498	12.0813	12.1328	12.5029
Dry Pond 1	Mean Annual	10.00	10.00	7.25	0.0010	3.84	0.04	9869	18.7484	12.2779	12.5325	23.8734
Filter Box	100yr-24hr	6.35	0.00	8.62	0.0010	38.23	38.22	741	12.1394	11.6615	12.1362	12.1371
Filter Box	10yr-24hr	6.35	0.00	7.97	0.0010	3.72	3.71	741	12.8979	11.9859	12.8849	12.8720
Filter Box	25yr-24hr	6.35	0.00	8.19	0.0010	12.94	12.94	741	12.1745	11.8855	12.1700	12.1799
Filter Box	Mean Annual	6.35	0.00	7.24	0.0010	0.57	0.28	741	18.6067	12.4557	12.5593	14.0901
GW	100yr-24hr	4.00	0.00	4.00	0.0000	3.43	0.00	0	0.0000	0.0000	11.9914	0.0000
GW	10yr-24hr	4.00	0.00	4.00	0.0000	2.46	0.00	0	0.0000	0.0000	12.1256	0.0000
GW	25yr-24hr	4.00	0.00	4.00	0.0000	3.07	0.00	0	0.0000	0.0000	12.1059	0.0000
GW	Mean Annual	4.00	0.00	4.00	0.0000	1.27	0.00	0	0.0000	0.0000	12.1658	0.0000
Post Outfall 1	100yr-24hr	4.72	0.00	4.72	0.0000	66.78	0.00	0	0.0000	0.0000	12.1651	0.0000
Post Outfall 1	10yr-24hr	4.72	0.00	4.72	0.0000	10.13	0.00	0	0.0000	0.0000	12.0499	0.0000
Post Outfall 1	25yr-24hr	4.72	0.00	4.72	0.0000	23.47	0.00	0	0.0000	0.0000	12.1203	0.0000
Post Outfall 1	Mean Annual	4.72	0.00	4.72	0.0000	3.57	0.00	0	0.0000	0.0000	12.0504	0.0000
Post Outfall 2	100yr-24hr	0.00	0.00	6.00	0.0000	3.68	0.00	0	0.0000	0.0000	12.0500	0.0000
Post Outfall 2	10yr-24hr	0.00	0.00	6.00	0.0000	1.83	0.00	0	0.0000	0.0000	12.0499	0.0000
Post	25yr-24	0.00	0.00	6.00	0.0000	2.50	0.00	0	0.0000	0.0000	12.049	0.0000

Node Name	Sim Name	Warning Stage [ft]	Alert Stage [ft]	Max Stage [ft]	Min/Max Delta Stage [ft]	Max Total Inflow [cfs]	Max Total Outflow [cfs]	Max Surface Area [ft2]	Time to Max Stage [hr]	Time to Min/Max Delta Stage [hr]	Time to Max Total Inflow [hr]	Time to Max Total Outflow [hr]
Outfall 2	hr										9	
Post Outfall 2	Mean Annual	0.00	0.00	6.00	0.0000	0.66	0.00	0	0.0000	0.0000	12.0504	0.0000
SWM 1	100yr-24hr	10.00	10.00	9.66	0.0010	122.83	68.19	49695	12.1366	11.8806	12.0167	12.0918
SWM 1	10yr-24hr	10.00	10.00	8.03	0.0010	67.74	17.93	49695	12.8914	11.7461	12.0167	12.2248
SWM 1	25yr-24hr	10.00	10.00	8.50	0.0010	87.89	35.22	49695	12.1715	11.8174	12.0167	12.1401
SWM 1	Mean Annual	10.00	10.00	7.25	0.0010	26.58	5.44	49695	18.5984	11.2861	12.0169	12.5241

Node Name	Total Inflow Volume [ft3]
Post Outfall 1	0
Post Outfall 1	0
Post Outfall 1	0
Post Outfall 1	0
Post Outfall 1	0
Post Outfall 1	0
Post Outfall 1	0
Post Outfall 1	0
Post Outfall 1	0
Post Outfall 1	0
Post Outfall 1	0
Post Outfall 1	0
Post Outfall 1	0
Post Outfall 1	0
Post Outfall 1	0
Post Outfall 1	0
Post Outfall 1	0
Post Outfall 1	0
Post Outfall 1	0
Post Outfall 1	0
Post Outfall 1	0
Post Outfall 1	0
Post Outfall 1	0
Post Outfall 1	0
Post Outfall 1	1
Post Outfall 1	7
Post Outfall 1	20
Post Outfall 1	38
Post Outfall 1	67
Post Outfall 1	107
Post Outfall 1	156
Post Outfall 1	215
Post Outfall 1	282
Post Outfall 1	357
Post Outfall 1	440
Post Outfall 1	533
Post Outfall 1	639
Post Outfall 1	767
Post Outfall 1	921
Post Outfall 1	1090
Post Outfall 1	1288
Post Outfall 1	1507
Post Outfall 1	1749
Post Outfall 1	2028
Post Outfall 1	2330

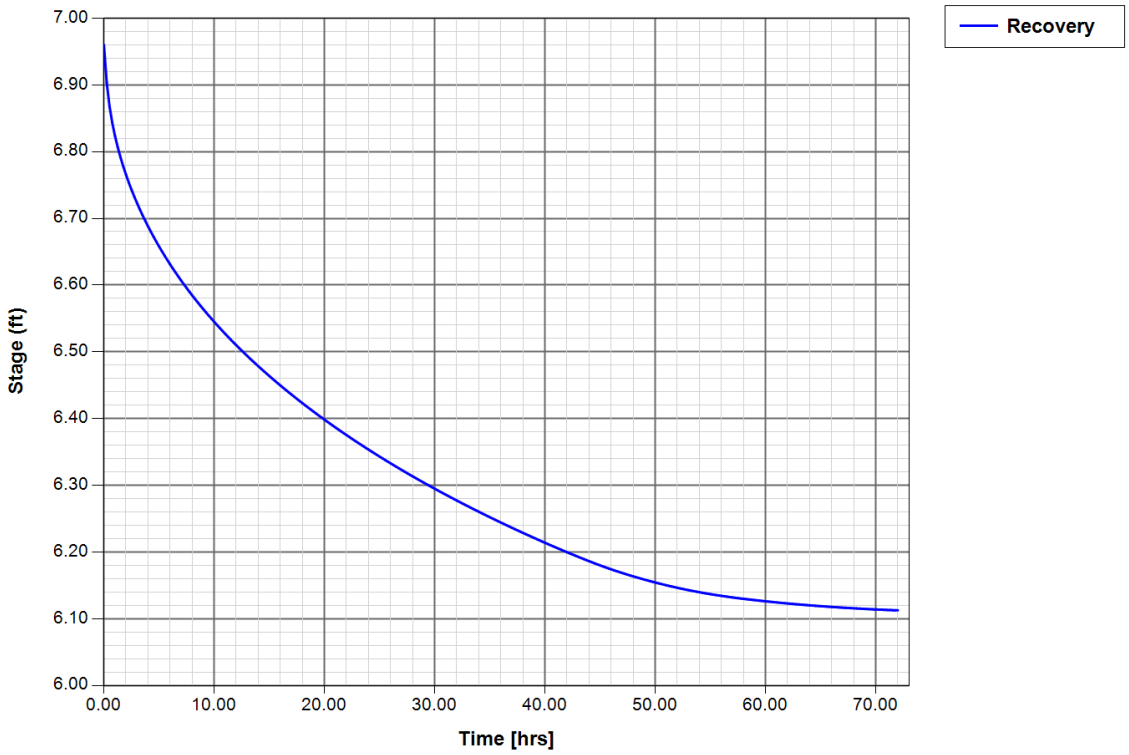
Node Name	Total Inflow Volume [ft3]
Post Outfall 1	2690
Post Outfall 1	3133
Post Outfall 1	3730
Post Outfall 1	4466
Post Outfall 1	5397
Post Outfall 1	7582
Post Outfall 1	14915
Post Outfall 1	34042
Post Outfall 1	50528
Post Outfall 1	63598
Post Outfall 1	74228
Post Outfall 1	83006
Post Outfall 1	90474
Post Outfall 1	96793
Post Outfall 1	102236
Post Outfall 1	107025
Post Outfall 1	111182
Post Outfall 1	114733
Post Outfall 1	117831
Post Outfall 1	120654
Post Outfall 1	123234
Post Outfall 1	125555
Post Outfall 1	127707
Post Outfall 1	129723
Post Outfall 1	131660
Post Outfall 1	133492
Post Outfall 1	135216
Post Outfall 1	136846
Post Outfall 1	138394
Post Outfall 1	139899
Post Outfall 1	141330
Post Outfall 1	142671
Post Outfall 1	143933
Post Outfall 1	145128
Post Outfall 1	146287
Post Outfall 1	147409
Post Outfall 1	148513
Post Outfall 1	149593
Post Outfall 1	150647
Post Outfall 1	151615
Post Outfall 1	152511
Post Outfall 1	153365

Node Name	Total Inflow Volume [ft3]
Post Outfall 1	154182
Post Outfall 1	154986
Post Outfall 1	155771
Post Outfall 1	156534
Post Outfall 1	157288
Post Outfall 1	158028
Post Outfall 1	158763
Post Outfall 1	159489
Post Outfall 1	160221
Post Outfall 1	160951
Post Outfall 1	161673
Post Outfall 1	162395
Post Outfall 1	163085

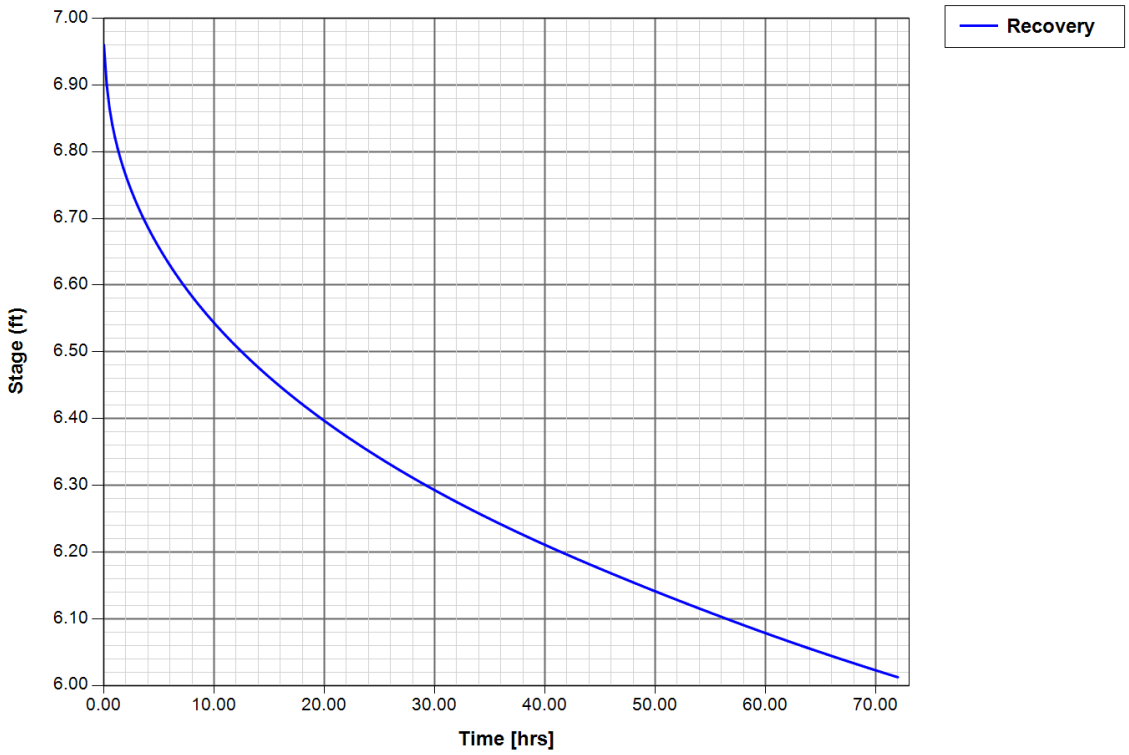
APPENDIX D

Post-Development Recovery Analysis

Stage [Node: Dry Pond 1]



Stage [Node: SWM 1]



Sim	Node Name	Relative Time [hrs]	Stage [ft]
Recovery	Dry Pond 1	0.0000	6.96
Recovery	Dry Pond 1	0.2511	6.90
Recovery	Dry Pond 1	0.5050	6.87
Recovery	Dry Pond 1	0.7527	6.84
Recovery	Dry Pond 1	1.0027	6.82
Recovery	Dry Pond 1	1.2527	6.81
Recovery	Dry Pond 1	1.5027	6.79
Recovery	Dry Pond 1	1.7527	6.78
Recovery	Dry Pond 1	2.0027	6.77
Recovery	Dry Pond 1	2.2527	6.75
Recovery	Dry Pond 1	2.5027	6.74
Recovery	Dry Pond 1	2.7527	6.73
Recovery	Dry Pond 1	3.0027	6.72
Recovery	Dry Pond 1	3.2527	6.71
Recovery	Dry Pond 1	3.5027	6.70
Recovery	Dry Pond 1	3.7527	6.70
Recovery	Dry Pond 1	4.0027	6.69
Recovery	Dry Pond 1	4.2527	6.68
Recovery	Dry Pond 1	4.5027	6.67
Recovery	Dry Pond 1	4.7527	6.67
Recovery	Dry Pond 1	5.0027	6.66
Recovery	Dry Pond 1	5.2527	6.65
Recovery	Dry Pond 1	5.5027	6.64
Recovery	Dry Pond 1	5.7527	6.64
Recovery	Dry Pond 1	6.0027	6.63
Recovery	Dry Pond 1	6.2527	6.62
Recovery	Dry Pond 1	6.5027	6.62
Recovery	Dry Pond 1	6.7527	6.61
Recovery	Dry Pond 1	7.0027	6.61
Recovery	Dry Pond 1	7.2527	6.60
Recovery	Dry Pond 1	7.5027	6.60
Recovery	Dry Pond 1	7.7527	6.59
Recovery	Dry Pond 1	8.0027	6.58
Recovery	Dry Pond 1	8.2527	6.58
Recovery	Dry Pond 1	8.5027	6.57
Recovery	Dry Pond 1	8.7527	6.57
Recovery	Dry Pond 1	9.0027	6.56
Recovery	Dry Pond 1	9.2527	6.56
Recovery	Dry Pond 1	9.5027	6.55
Recovery	Dry Pond 1	9.7527	6.55
Recovery	Dry Pond 1	10.0027	6.54
Recovery	Dry Pond 1	10.2527	6.54

Sim	Node Name	Relative Time [hrs]	Stage [ft]
Recovery	Dry Pond 1	10.5027	6.54
Recovery	Dry Pond 1	10.7527	6.53
Recovery	Dry Pond 1	11.0027	6.53
Recovery	Dry Pond 1	11.2527	6.52
Recovery	Dry Pond 1	11.5027	6.52
Recovery	Dry Pond 1	11.7527	6.51
Recovery	Dry Pond 1	12.0027	6.51
Recovery	Dry Pond 1	12.2527	6.51
Recovery	Dry Pond 1	12.5027	6.50
Recovery	Dry Pond 1	12.7527	6.50
Recovery	Dry Pond 1	13.0027	6.49
Recovery	Dry Pond 1	13.2527	6.49
Recovery	Dry Pond 1	13.5027	6.49
Recovery	Dry Pond 1	13.7527	6.48
Recovery	Dry Pond 1	14.0027	6.48
Recovery	Dry Pond 1	14.2527	6.47
Recovery	Dry Pond 1	14.5027	6.47
Recovery	Dry Pond 1	14.7527	6.47
Recovery	Dry Pond 1	15.0027	6.46
Recovery	Dry Pond 1	15.2527	6.46
Recovery	Dry Pond 1	15.5027	6.46
Recovery	Dry Pond 1	15.7527	6.45
Recovery	Dry Pond 1	16.0027	6.45
Recovery	Dry Pond 1	16.2527	6.45
Recovery	Dry Pond 1	16.5027	6.44
Recovery	Dry Pond 1	16.7527	6.44
Recovery	Dry Pond 1	17.0027	6.44
Recovery	Dry Pond 1	17.2527	6.43
Recovery	Dry Pond 1	17.5027	6.43
Recovery	Dry Pond 1	17.7527	6.43
Recovery	Dry Pond 1	18.0027	6.42
Recovery	Dry Pond 1	18.2527	6.42
Recovery	Dry Pond 1	18.5027	6.42
Recovery	Dry Pond 1	18.7527	6.41
Recovery	Dry Pond 1	19.0027	6.41
Recovery	Dry Pond 1	19.2527	6.41
Recovery	Dry Pond 1	19.5027	6.40
Recovery	Dry Pond 1	19.7527	6.40
Recovery	Dry Pond 1	20.0027	6.40
Recovery	Dry Pond 1	20.2527	6.40
Recovery	Dry Pond 1	20.5027	6.39
Recovery	Dry Pond 1	20.7527	6.39

Sim	Node Name	Relative Time [hrs]	Stage [ft]
Recovery	Dry Pond 1	21.0027	6.39
Recovery	Dry Pond 1	21.2527	6.38
Recovery	Dry Pond 1	21.5027	6.38
Recovery	Dry Pond 1	21.7527	6.38
Recovery	Dry Pond 1	22.0027	6.38
Recovery	Dry Pond 1	22.2527	6.37
Recovery	Dry Pond 1	22.5027	6.37
Recovery	Dry Pond 1	22.7527	6.37
Recovery	Dry Pond 1	23.0027	6.36
Recovery	Dry Pond 1	23.2527	6.36
Recovery	Dry Pond 1	23.5027	6.36
Recovery	Dry Pond 1	23.7527	6.36
Recovery	Dry Pond 1	24.0027	6.35
Recovery	Dry Pond 1	24.2527	6.35
Recovery	Dry Pond 1	24.5027	6.35
Recovery	Dry Pond 1	24.7527	6.35
Recovery	Dry Pond 1	25.0027	6.34
Recovery	Dry Pond 1	25.2527	6.34
Recovery	Dry Pond 1	25.5027	6.34
Recovery	Dry Pond 1	25.7527	6.34
Recovery	Dry Pond 1	26.0027	6.33
Recovery	Dry Pond 1	26.2527	6.33
Recovery	Dry Pond 1	26.5027	6.33
Recovery	Dry Pond 1	26.7527	6.33
Recovery	Dry Pond 1	27.0027	6.32
Recovery	Dry Pond 1	27.2527	6.32
Recovery	Dry Pond 1	27.5027	6.32
Recovery	Dry Pond 1	27.7527	6.32
Recovery	Dry Pond 1	28.0027	6.31
Recovery	Dry Pond 1	28.2527	6.31
Recovery	Dry Pond 1	28.5027	6.31
Recovery	Dry Pond 1	28.7527	6.31
Recovery	Dry Pond 1	29.0027	6.30
Recovery	Dry Pond 1	29.2527	6.30
Recovery	Dry Pond 1	29.5027	6.30
Recovery	Dry Pond 1	29.7527	6.30
Recovery	Dry Pond 1	30.0027	6.29
Recovery	Dry Pond 1	30.2527	6.29
Recovery	Dry Pond 1	30.5027	6.29
Recovery	Dry Pond 1	30.7527	6.29
Recovery	Dry Pond 1	31.0027	6.29
Recovery	Dry Pond 1	31.2527	6.28

Sim	Node Name	Relative Time [hrs]	Stage [ft]
Recovery	Dry Pond 1	31.5027	6.28
Recovery	Dry Pond 1	31.7527	6.28
Recovery	Dry Pond 1	32.0027	6.28
Recovery	Dry Pond 1	32.2527	6.28
Recovery	Dry Pond 1	32.5027	6.27
Recovery	Dry Pond 1	32.7527	6.27
Recovery	Dry Pond 1	33.0027	6.27
Recovery	Dry Pond 1	33.2527	6.27
Recovery	Dry Pond 1	33.5027	6.26
Recovery	Dry Pond 1	33.7527	6.26
Recovery	Dry Pond 1	34.0027	6.26
Recovery	Dry Pond 1	34.2527	6.26
Recovery	Dry Pond 1	34.5027	6.26
Recovery	Dry Pond 1	34.7527	6.25
Recovery	Dry Pond 1	35.0027	6.25
Recovery	Dry Pond 1	35.2527	6.25
Recovery	Dry Pond 1	35.5027	6.25
Recovery	Dry Pond 1	35.7527	6.25
Recovery	Dry Pond 1	36.0027	6.24
Recovery	Dry Pond 1	36.2527	6.24
Recovery	Dry Pond 1	36.5027	6.24
Recovery	Dry Pond 1	36.7527	6.24
Recovery	Dry Pond 1	37.0027	6.24
Recovery	Dry Pond 1	37.2527	6.23
Recovery	Dry Pond 1	37.5027	6.23
Recovery	Dry Pond 1	37.7527	6.23
Recovery	Dry Pond 1	38.0027	6.23
Recovery	Dry Pond 1	38.2527	6.23
Recovery	Dry Pond 1	38.5027	6.22
Recovery	Dry Pond 1	38.7527	6.22
Recovery	Dry Pond 1	39.0027	6.22
Recovery	Dry Pond 1	39.2527	6.22
Recovery	Dry Pond 1	39.5027	6.22
Recovery	Dry Pond 1	39.7527	6.22
Recovery	Dry Pond 1	40.0027	6.21
Recovery	Dry Pond 1	40.2527	6.21
Recovery	Dry Pond 1	40.5027	6.21
Recovery	Dry Pond 1	40.7527	6.21
Recovery	Dry Pond 1	41.0027	6.21
Recovery	Dry Pond 1	41.2527	6.20
Recovery	Dry Pond 1	41.5027	6.20
Recovery	Dry Pond 1	41.7527	6.20

Sim	Node Name	Relative Time [hrs]	Stage [ft]
Recovery	Dry Pond 1	42.0027	6.20
Recovery	Dry Pond 1	42.2527	6.20
Recovery	Dry Pond 1	42.5027	6.20
Recovery	Dry Pond 1	42.7527	6.19
Recovery	Dry Pond 1	43.0027	6.19
Recovery	Dry Pond 1	43.2527	6.19
Recovery	Dry Pond 1	43.5027	6.19
Recovery	Dry Pond 1	43.7527	6.19
Recovery	Dry Pond 1	44.0027	6.19
Recovery	Dry Pond 1	44.2527	6.18
Recovery	Dry Pond 1	44.5027	6.18
Recovery	Dry Pond 1	44.7527	6.18
Recovery	Dry Pond 1	45.0027	6.18
Recovery	Dry Pond 1	45.2527	6.18
Recovery	Dry Pond 1	45.5027	6.18
Recovery	Dry Pond 1	45.7527	6.18
Recovery	Dry Pond 1	46.0027	6.17
Recovery	Dry Pond 1	46.2527	6.17
Recovery	Dry Pond 1	46.5027	6.17
Recovery	Dry Pond 1	46.7527	6.17
Recovery	Dry Pond 1	47.0027	6.17
Recovery	Dry Pond 1	47.2527	6.17
Recovery	Dry Pond 1	47.5027	6.17
Recovery	Dry Pond 1	47.7527	6.16
Recovery	Dry Pond 1	48.0027	6.16
Recovery	Dry Pond 1	48.2527	6.16
Recovery	Dry Pond 1	48.5027	6.16
Recovery	Dry Pond 1	48.7527	6.16
Recovery	Dry Pond 1	49.0027	6.16
Recovery	Dry Pond 1	49.2527	6.16
Recovery	Dry Pond 1	49.5027	6.16
Recovery	Dry Pond 1	49.7527	6.16
Recovery	Dry Pond 1	50.0027	6.15
Recovery	Dry Pond 1	50.2527	6.15
Recovery	Dry Pond 1	50.5027	6.15
Recovery	Dry Pond 1	50.7527	6.15
Recovery	Dry Pond 1	51.0027	6.15
Recovery	Dry Pond 1	51.2527	6.15
Recovery	Dry Pond 1	51.5027	6.15
Recovery	Dry Pond 1	51.7527	6.15
Recovery	Dry Pond 1	52.0027	6.15
Recovery	Dry Pond 1	52.2527	6.15

Sim	Node Name	Relative Time [hrs]	Stage [ft]
Recovery	Dry Pond 1	52.5027	6.14
Recovery	Dry Pond 1	52.7527	6.14
Recovery	Dry Pond 1	53.0027	6.14
Recovery	Dry Pond 1	53.2527	6.14
Recovery	Dry Pond 1	53.5027	6.14
Recovery	Dry Pond 1	53.7527	6.14
Recovery	Dry Pond 1	54.0027	6.14
Recovery	Dry Pond 1	54.2527	6.14
Recovery	Dry Pond 1	54.5027	6.14
Recovery	Dry Pond 1	54.7527	6.14
Recovery	Dry Pond 1	55.0027	6.14
Recovery	Dry Pond 1	55.2527	6.14
Recovery	Dry Pond 1	55.5027	6.14
Recovery	Dry Pond 1	55.7527	6.13
Recovery	Dry Pond 1	56.0027	6.13
Recovery	Dry Pond 1	56.2527	6.13
Recovery	Dry Pond 1	56.5027	6.13
Recovery	Dry Pond 1	56.7527	6.13
Recovery	Dry Pond 1	57.0027	6.13
Recovery	Dry Pond 1	57.2527	6.13
Recovery	Dry Pond 1	57.5027	6.13
Recovery	Dry Pond 1	57.7527	6.13
Recovery	Dry Pond 1	58.0027	6.13
Recovery	Dry Pond 1	58.2527	6.13
Recovery	Dry Pond 1	58.5027	6.13
Recovery	Dry Pond 1	58.7527	6.13
Recovery	Dry Pond 1	59.0027	6.13
Recovery	Dry Pond 1	59.2527	6.13
Recovery	Dry Pond 1	59.5027	6.13
Recovery	Dry Pond 1	59.7527	6.13
Recovery	Dry Pond 1	60.0027	6.13
Recovery	Dry Pond 1	60.2527	6.13
Recovery	Dry Pond 1	60.5027	6.13
Recovery	Dry Pond 1	60.7527	6.12
Recovery	Dry Pond 1	61.0027	6.12
Recovery	Dry Pond 1	61.2527	6.12
Recovery	Dry Pond 1	61.5027	6.12
Recovery	Dry Pond 1	61.7527	6.12
Recovery	Dry Pond 1	62.0027	6.12
Recovery	Dry Pond 1	62.2527	6.12
Recovery	Dry Pond 1	62.5027	6.12
Recovery	Dry Pond 1	62.7527	6.12

Sim	Node Name	Relative Time [hrs]	Stage [ft]
Recovery	Dry Pond 1	63.0027	6.12
Recovery	Dry Pond 1	63.2527	6.12
Recovery	Dry Pond 1	63.5027	6.12
Recovery	Dry Pond 1	63.7527	6.12
Recovery	Dry Pond 1	64.0027	6.12
Recovery	Dry Pond 1	64.2527	6.12
Recovery	Dry Pond 1	64.5027	6.12
Recovery	Dry Pond 1	64.7527	6.12
Recovery	Dry Pond 1	65.0027	6.12
Recovery	Dry Pond 1	65.2527	6.12
Recovery	Dry Pond 1	65.5027	6.12
Recovery	Dry Pond 1	65.7527	6.12
Recovery	Dry Pond 1	66.0027	6.12
Recovery	Dry Pond 1	66.2527	6.12
Recovery	Dry Pond 1	66.5027	6.12
Recovery	Dry Pond 1	66.7527	6.12
Recovery	Dry Pond 1	67.0027	6.12
Recovery	Dry Pond 1	67.2527	6.12
Recovery	Dry Pond 1	67.5027	6.12
Recovery	Dry Pond 1	67.7527	6.12
Recovery	Dry Pond 1	68.0027	6.12
Recovery	Dry Pond 1	68.2527	6.12
Recovery	Dry Pond 1	68.5027	6.12
Recovery	Dry Pond 1	68.7527	6.12
Recovery	Dry Pond 1	69.0027	6.11
Recovery	Dry Pond 1	69.2527	6.11
Recovery	Dry Pond 1	69.5027	6.11
Recovery	Dry Pond 1	69.7527	6.11
Recovery	Dry Pond 1	70.0027	6.11
Recovery	Dry Pond 1	70.2527	6.11
Recovery	Dry Pond 1	70.5027	6.11
Recovery	Dry Pond 1	70.7527	6.11
Recovery	Dry Pond 1	71.0027	6.11
Recovery	Dry Pond 1	71.2527	6.11
Recovery	Dry Pond 1	71.5027	6.11
Recovery	Dry Pond 1	71.7527	6.11
Recovery	Dry Pond 1	72.0027	6.11
Recovery	SWM 1	0.0000	6.96
Recovery	SWM 1	0.2511	6.90
Recovery	SWM 1	0.5050	6.87
Recovery	SWM 1	0.7527	6.84
Recovery	SWM 1	1.0027	6.82

Sim	Node Name	Relative Time [hrs]	Stage [ft]
Recovery	SWM 1	1.2527	6.80
Recovery	SWM 1	1.5027	6.79
Recovery	SWM 1	1.7527	6.78
Recovery	SWM 1	2.0027	6.76
Recovery	SWM 1	2.2527	6.75
Recovery	SWM 1	2.5027	6.74
Recovery	SWM 1	2.7527	6.73
Recovery	SWM 1	3.0027	6.72
Recovery	SWM 1	3.2527	6.71
Recovery	SWM 1	3.5027	6.70
Recovery	SWM 1	3.7527	6.69
Recovery	SWM 1	4.0027	6.69
Recovery	SWM 1	4.2527	6.68
Recovery	SWM 1	4.5027	6.67
Recovery	SWM 1	4.7527	6.66
Recovery	SWM 1	5.0027	6.66
Recovery	SWM 1	5.2527	6.65
Recovery	SWM 1	5.5027	6.64
Recovery	SWM 1	5.7527	6.64
Recovery	SWM 1	6.0027	6.63
Recovery	SWM 1	6.2527	6.62
Recovery	SWM 1	6.5027	6.62
Recovery	SWM 1	6.7527	6.61
Recovery	SWM 1	7.0027	6.61
Recovery	SWM 1	7.2527	6.60
Recovery	SWM 1	7.5027	6.59
Recovery	SWM 1	7.7527	6.59
Recovery	SWM 1	8.0027	6.58
Recovery	SWM 1	8.2527	6.58
Recovery	SWM 1	8.5027	6.57
Recovery	SWM 1	8.7527	6.57
Recovery	SWM 1	9.0027	6.56
Recovery	SWM 1	9.2527	6.56
Recovery	SWM 1	9.5027	6.55
Recovery	SWM 1	9.7527	6.55
Recovery	SWM 1	10.0027	6.54
Recovery	SWM 1	10.2527	6.54
Recovery	SWM 1	10.5027	6.53
Recovery	SWM 1	10.7527	6.53
Recovery	SWM 1	11.0027	6.53
Recovery	SWM 1	11.2527	6.52
Recovery	SWM 1	11.5027	6.52

Sim	Node Name	Relative Time [hrs]	Stage [ft]
Recovery	SWM 1	11.7527	6.51
Recovery	SWM 1	12.0027	6.51
Recovery	SWM 1	12.2527	6.50
Recovery	SWM 1	12.5027	6.50
Recovery	SWM 1	12.7527	6.50
Recovery	SWM 1	13.0027	6.49
Recovery	SWM 1	13.2527	6.49
Recovery	SWM 1	13.5027	6.48
Recovery	SWM 1	13.7527	6.48
Recovery	SWM 1	14.0027	6.48
Recovery	SWM 1	14.2527	6.47
Recovery	SWM 1	14.5027	6.47
Recovery	SWM 1	14.7527	6.47
Recovery	SWM 1	15.0027	6.46
Recovery	SWM 1	15.2527	6.46
Recovery	SWM 1	15.5027	6.45
Recovery	SWM 1	15.7527	6.45
Recovery	SWM 1	16.0027	6.45
Recovery	SWM 1	16.2527	6.44
Recovery	SWM 1	16.5027	6.44
Recovery	SWM 1	16.7527	6.44
Recovery	SWM 1	17.0027	6.43
Recovery	SWM 1	17.2527	6.43
Recovery	SWM 1	17.5027	6.43
Recovery	SWM 1	17.7527	6.42
Recovery	SWM 1	18.0027	6.42
Recovery	SWM 1	18.2527	6.42
Recovery	SWM 1	18.5027	6.41
Recovery	SWM 1	18.7527	6.41
Recovery	SWM 1	19.0027	6.41
Recovery	SWM 1	19.2527	6.41
Recovery	SWM 1	19.5027	6.40
Recovery	SWM 1	19.7527	6.40
Recovery	SWM 1	20.0027	6.40
Recovery	SWM 1	20.2527	6.39
Recovery	SWM 1	20.5027	6.39
Recovery	SWM 1	20.7527	6.39
Recovery	SWM 1	21.0027	6.38
Recovery	SWM 1	21.2527	6.38
Recovery	SWM 1	21.5027	6.38
Recovery	SWM 1	21.7527	6.38
Recovery	SWM 1	22.0027	6.37

Sim	Node Name	Relative Time [hrs]	Stage [ft]
Recovery	SWM 1	22.2527	6.37
Recovery	SWM 1	22.5027	6.37
Recovery	SWM 1	22.7527	6.37
Recovery	SWM 1	23.0027	6.36
Recovery	SWM 1	23.2527	6.36
Recovery	SWM 1	23.5027	6.36
Recovery	SWM 1	23.7527	6.35
Recovery	SWM 1	24.0027	6.35
Recovery	SWM 1	24.2527	6.35
Recovery	SWM 1	24.5027	6.35
Recovery	SWM 1	24.7527	6.34
Recovery	SWM 1	25.0027	6.34
Recovery	SWM 1	25.2527	6.34
Recovery	SWM 1	25.5027	6.34
Recovery	SWM 1	25.7527	6.33
Recovery	SWM 1	26.0027	6.33
Recovery	SWM 1	26.2527	6.33
Recovery	SWM 1	26.5027	6.33
Recovery	SWM 1	26.7527	6.32
Recovery	SWM 1	27.0027	6.32
Recovery	SWM 1	27.2527	6.32
Recovery	SWM 1	27.5027	6.32
Recovery	SWM 1	27.7527	6.31
Recovery	SWM 1	28.0027	6.31
Recovery	SWM 1	28.2527	6.31
Recovery	SWM 1	28.5027	6.31
Recovery	SWM 1	28.7527	6.30
Recovery	SWM 1	29.0027	6.30
Recovery	SWM 1	29.2527	6.30
Recovery	SWM 1	29.5027	6.30
Recovery	SWM 1	29.7527	6.29
Recovery	SWM 1	30.0027	6.29
Recovery	SWM 1	30.2527	6.29
Recovery	SWM 1	30.5027	6.29
Recovery	SWM 1	30.7527	6.29
Recovery	SWM 1	31.0027	6.28
Recovery	SWM 1	31.2527	6.28
Recovery	SWM 1	31.5027	6.28
Recovery	SWM 1	31.7527	6.28
Recovery	SWM 1	32.0027	6.27
Recovery	SWM 1	32.2527	6.27
Recovery	SWM 1	32.5027	6.27

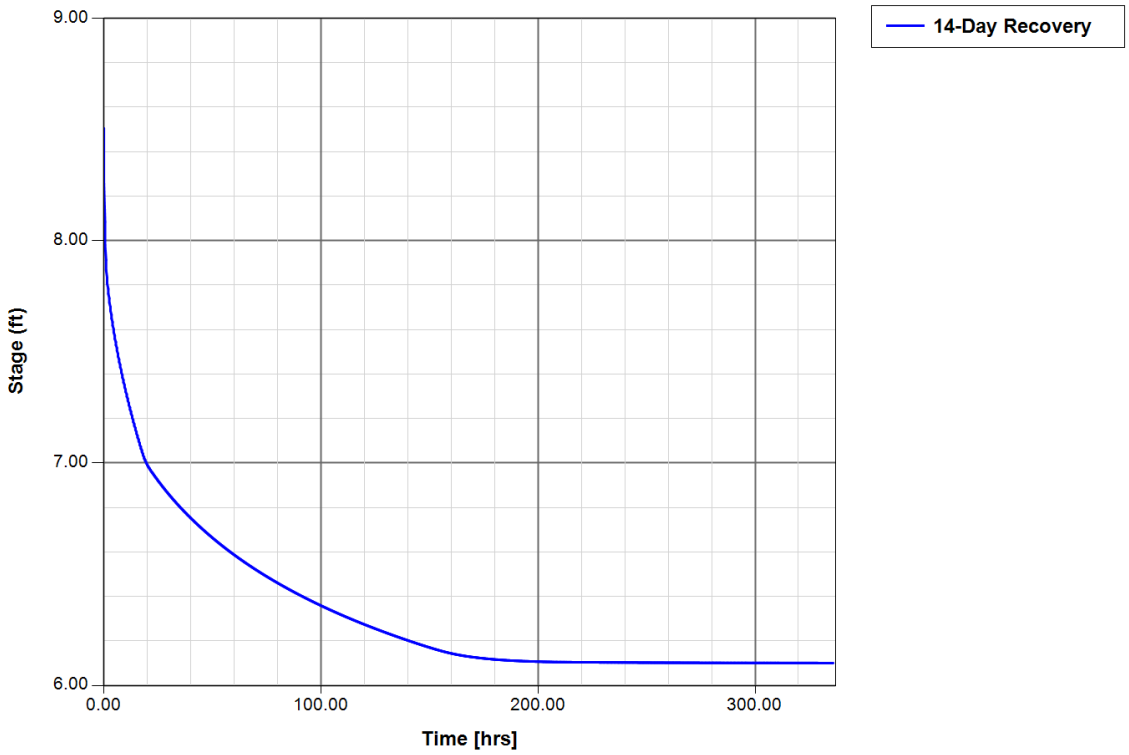
Sim	Node Name	Relative Time [hrs]	Stage [ft]
Recovery	SWM 1	32.7527	6.27
Recovery	SWM 1	33.0027	6.27
Recovery	SWM 1	33.2527	6.26
Recovery	SWM 1	33.5027	6.26
Recovery	SWM 1	33.7527	6.26
Recovery	SWM 1	34.0027	6.26
Recovery	SWM 1	34.2527	6.26
Recovery	SWM 1	34.5027	6.25
Recovery	SWM 1	34.7527	6.25
Recovery	SWM 1	35.0027	6.25
Recovery	SWM 1	35.2527	6.25
Recovery	SWM 1	35.5027	6.25
Recovery	SWM 1	35.7527	6.24
Recovery	SWM 1	36.0027	6.24
Recovery	SWM 1	36.2527	6.24
Recovery	SWM 1	36.5027	6.24
Recovery	SWM 1	36.7527	6.24
Recovery	SWM 1	37.0027	6.23
Recovery	SWM 1	37.2527	6.23
Recovery	SWM 1	37.5027	6.23
Recovery	SWM 1	37.7527	6.23
Recovery	SWM 1	38.0027	6.23
Recovery	SWM 1	38.2527	6.22
Recovery	SWM 1	38.5027	6.22
Recovery	SWM 1	38.7527	6.22
Recovery	SWM 1	39.0027	6.22
Recovery	SWM 1	39.2527	6.22
Recovery	SWM 1	39.5027	6.21
Recovery	SWM 1	39.7527	6.21
Recovery	SWM 1	40.0027	6.21
Recovery	SWM 1	40.2527	6.21
Recovery	SWM 1	40.5027	6.21
Recovery	SWM 1	40.7527	6.21
Recovery	SWM 1	41.0027	6.20
Recovery	SWM 1	41.2527	6.20
Recovery	SWM 1	41.5027	6.20
Recovery	SWM 1	41.7527	6.20
Recovery	SWM 1	42.0027	6.20
Recovery	SWM 1	42.2527	6.19
Recovery	SWM 1	42.5027	6.19
Recovery	SWM 1	42.7527	6.19
Recovery	SWM 1	43.0027	6.19

Sim	Node Name	Relative Time [hrs]	Stage [ft]
Recovery	SWM 1	43.2527	6.19
Recovery	SWM 1	43.5027	6.19
Recovery	SWM 1	43.7527	6.18
Recovery	SWM 1	44.0027	6.18
Recovery	SWM 1	44.2527	6.18
Recovery	SWM 1	44.5027	6.18
Recovery	SWM 1	44.7527	6.18
Recovery	SWM 1	45.0027	6.17
Recovery	SWM 1	45.2527	6.17
Recovery	SWM 1	45.5027	6.17
Recovery	SWM 1	45.7527	6.17
Recovery	SWM 1	46.0027	6.17
Recovery	SWM 1	46.2527	6.17
Recovery	SWM 1	46.5027	6.16
Recovery	SWM 1	46.7527	6.16
Recovery	SWM 1	47.0027	6.16
Recovery	SWM 1	47.2527	6.16
Recovery	SWM 1	47.5027	6.16
Recovery	SWM 1	47.7527	6.16
Recovery	SWM 1	48.0027	6.15
Recovery	SWM 1	48.2527	6.15
Recovery	SWM 1	48.5027	6.15
Recovery	SWM 1	48.7527	6.15
Recovery	SWM 1	49.0027	6.15
Recovery	SWM 1	49.2527	6.15
Recovery	SWM 1	49.5027	6.14
Recovery	SWM 1	49.7527	6.14
Recovery	SWM 1	50.0027	6.14
Recovery	SWM 1	50.2527	6.14
Recovery	SWM 1	50.5027	6.14
Recovery	SWM 1	50.7527	6.14
Recovery	SWM 1	51.0027	6.13
Recovery	SWM 1	51.2527	6.13
Recovery	SWM 1	51.5027	6.13
Recovery	SWM 1	51.7527	6.13
Recovery	SWM 1	52.0027	6.13
Recovery	SWM 1	52.2527	6.13
Recovery	SWM 1	52.5027	6.12
Recovery	SWM 1	52.7527	6.12
Recovery	SWM 1	53.0027	6.12
Recovery	SWM 1	53.2527	6.12
Recovery	SWM 1	53.5027	6.12

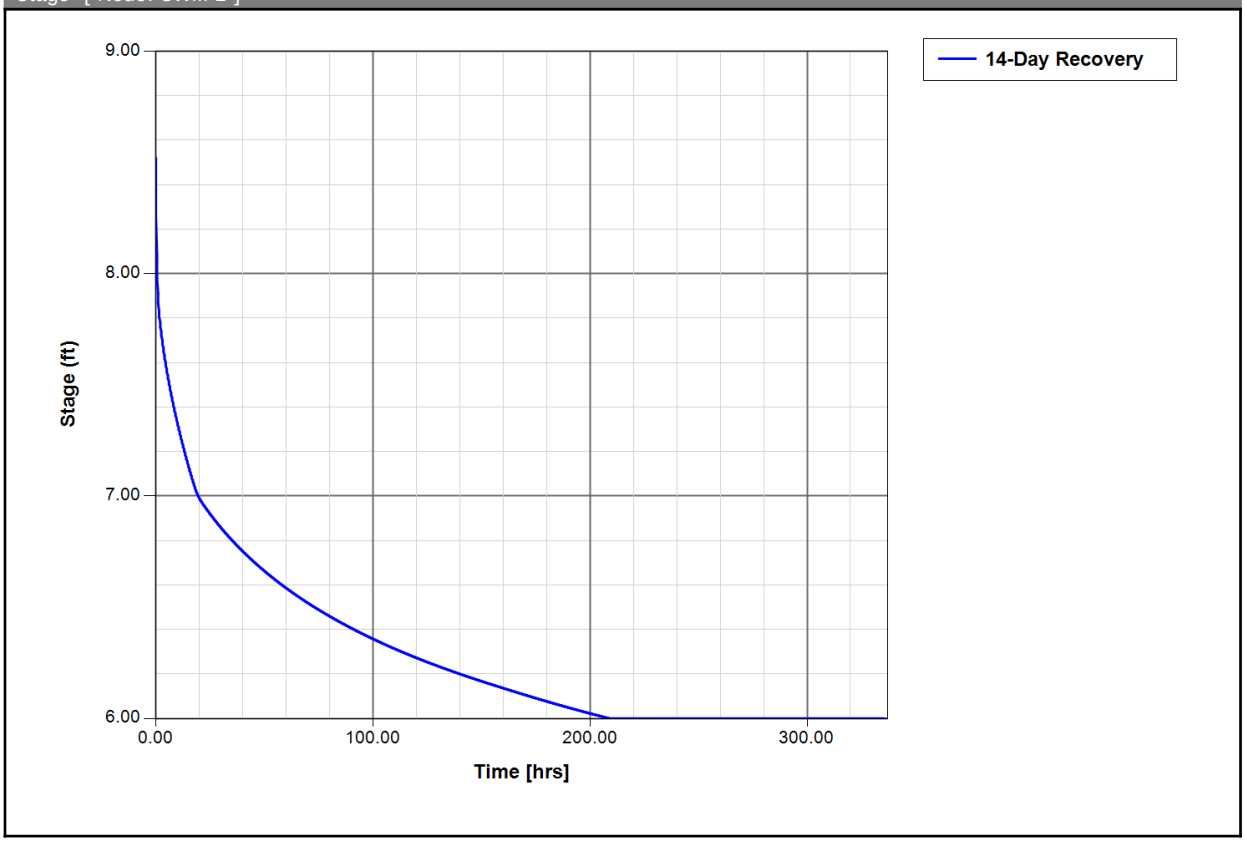
Sim	Node Name	Relative Time [hrs]	Stage [ft]
Recovery	SWM 1	53.7527	6.12
Recovery	SWM 1	54.0027	6.12
Recovery	SWM 1	54.2527	6.11
Recovery	SWM 1	54.5027	6.11
Recovery	SWM 1	54.7527	6.11
Recovery	SWM 1	55.0027	6.11
Recovery	SWM 1	55.2527	6.11
Recovery	SWM 1	55.5027	6.11
Recovery	SWM 1	55.7527	6.10
Recovery	SWM 1	56.0027	6.10
Recovery	SWM 1	56.2527	6.10
Recovery	SWM 1	56.5027	6.10
Recovery	SWM 1	56.7527	6.10
Recovery	SWM 1	57.0027	6.10
Recovery	SWM 1	57.2527	6.10
Recovery	SWM 1	57.5027	6.09
Recovery	SWM 1	57.7527	6.09
Recovery	SWM 1	58.0027	6.09
Recovery	SWM 1	58.2527	6.09
Recovery	SWM 1	58.5027	6.09
Recovery	SWM 1	58.7527	6.09
Recovery	SWM 1	59.0027	6.08
Recovery	SWM 1	59.2527	6.08
Recovery	SWM 1	59.5027	6.08
Recovery	SWM 1	59.7527	6.08
Recovery	SWM 1	60.0027	6.08
Recovery	SWM 1	60.2527	6.08
Recovery	SWM 1	60.5027	6.08
Recovery	SWM 1	60.7527	6.07
Recovery	SWM 1	61.0027	6.07
Recovery	SWM 1	61.2527	6.07
Recovery	SWM 1	61.5027	6.07
Recovery	SWM 1	61.7527	6.07
Recovery	SWM 1	62.0027	6.07
Recovery	SWM 1	62.2527	6.07
Recovery	SWM 1	62.5027	6.06
Recovery	SWM 1	62.7527	6.06
Recovery	SWM 1	63.0027	6.06
Recovery	SWM 1	63.2527	6.06
Recovery	SWM 1	63.5027	6.06
Recovery	SWM 1	63.7527	6.06
Recovery	SWM 1	64.0027	6.06

Sim	Node Name	Relative Time [hrs]	Stage [ft]
Recovery	SWM 1	64.2527	6.05
Recovery	SWM 1	64.5027	6.05
Recovery	SWM 1	64.7527	6.05
Recovery	SWM 1	65.0027	6.05
Recovery	SWM 1	65.2527	6.05
Recovery	SWM 1	65.5027	6.05
Recovery	SWM 1	65.7527	6.05
Recovery	SWM 1	66.0027	6.04
Recovery	SWM 1	66.2527	6.04
Recovery	SWM 1	66.5027	6.04
Recovery	SWM 1	66.7527	6.04
Recovery	SWM 1	67.0027	6.04
Recovery	SWM 1	67.2527	6.04
Recovery	SWM 1	67.5027	6.04
Recovery	SWM 1	67.7527	6.03
Recovery	SWM 1	68.0027	6.03
Recovery	SWM 1	68.2527	6.03
Recovery	SWM 1	68.5027	6.03
Recovery	SWM 1	68.7527	6.03
Recovery	SWM 1	69.0027	6.03
Recovery	SWM 1	69.2527	6.03
Recovery	SWM 1	69.5027	6.03
Recovery	SWM 1	69.7527	6.02
Recovery	SWM 1	70.0027	6.02
Recovery	SWM 1	70.2527	6.02
Recovery	SWM 1	70.5027	6.02
Recovery	SWM 1	70.7527	6.02
Recovery	SWM 1	71.0027	6.02
Recovery	SWM 1	71.2527	6.02
Recovery	SWM 1	71.5027	6.01
Recovery	SWM 1	71.7527	6.01
Recovery	SWM 1	72.0027	6.01

Stage [Node: Dry Pond 1]



Stage [Node: SWM 1]



Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	Dry Pond 1	0.0000	8.50
14-Day Recovery	Dry Pond 1	0.2504	8.26
14-Day Recovery	Dry Pond 1	0.5002	8.08
14-Day Recovery	Dry Pond 1	0.7501	7.98
14-Day Recovery	Dry Pond 1	1.0033	7.91
14-Day Recovery	Dry Pond 1	1.2503	7.87
14-Day Recovery	Dry Pond 1	1.5026	7.83
14-Day Recovery	Dry Pond 1	1.7551	7.81
14-Day Recovery	Dry Pond 1	2.0051	7.78
14-Day Recovery	Dry Pond 1	2.2551	7.76
14-Day Recovery	Dry Pond 1	2.5051	7.74
14-Day Recovery	Dry Pond 1	2.7551	7.72
14-Day Recovery	Dry Pond 1	3.0051	7.70
14-Day Recovery	Dry Pond 1	3.2551	7.68
14-Day Recovery	Dry Pond 1	3.5051	7.67
14-Day Recovery	Dry Pond 1	3.7551	7.65
14-Day Recovery	Dry Pond 1	4.0051	7.63
14-Day Recovery	Dry Pond 1	4.2551	7.62
14-Day Recovery	Dry Pond 1	4.5051	7.60
14-Day Recovery	Dry Pond 1	4.7551	7.59
14-Day Recovery	Dry Pond 1	5.0051	7.57
14-Day Recovery	Dry Pond 1	5.2551	7.56
14-Day Recovery	Dry Pond 1	5.5051	7.54
14-Day Recovery	Dry Pond 1	5.7551	7.53
14-Day Recovery	Dry Pond 1	6.0051	7.52
14-Day Recovery	Dry Pond 1	6.2551	7.50
14-Day Recovery	Dry Pond 1	6.5051	7.49
14-Day Recovery	Dry Pond 1	6.7551	7.48
14-Day Recovery	Dry Pond 1	7.0051	7.47
14-Day Recovery	Dry Pond 1	7.2551	7.45
14-Day Recovery	Dry Pond 1	7.5051	7.44
14-Day Recovery	Dry Pond 1	7.7551	7.43
14-Day Recovery	Dry Pond 1	8.0051	7.42
14-Day Recovery	Dry Pond 1	8.2551	7.41
14-Day Recovery	Dry Pond 1	8.5051	7.40
14-Day Recovery	Dry Pond 1	8.7551	7.38
14-Day Recovery	Dry Pond 1	9.0051	7.37
14-Day Recovery	Dry Pond 1	9.2551	7.36
14-Day Recovery	Dry Pond 1	9.5051	7.35
14-Day Recovery	Dry Pond 1	9.7551	7.34
14-Day Recovery	Dry Pond 1	10.0051	7.33
14-Day Recovery	Dry Pond 1	10.2551	7.32

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	Dry Pond 1	10.5051	7.31
14-Day Recovery	Dry Pond 1	10.7551	7.30
14-Day Recovery	Dry Pond 1	11.0051	7.29
14-Day Recovery	Dry Pond 1	11.2551	7.28
14-Day Recovery	Dry Pond 1	11.5051	7.27
14-Day Recovery	Dry Pond 1	11.7551	7.26
14-Day Recovery	Dry Pond 1	12.0051	7.25
14-Day Recovery	Dry Pond 1	12.2551	7.24
14-Day Recovery	Dry Pond 1	12.5051	7.23
14-Day Recovery	Dry Pond 1	12.7551	7.22
14-Day Recovery	Dry Pond 1	13.0051	7.21
14-Day Recovery	Dry Pond 1	13.2551	7.20
14-Day Recovery	Dry Pond 1	13.5051	7.19
14-Day Recovery	Dry Pond 1	13.7551	7.18
14-Day Recovery	Dry Pond 1	14.0051	7.18
14-Day Recovery	Dry Pond 1	14.2551	7.17
14-Day Recovery	Dry Pond 1	14.5051	7.16
14-Day Recovery	Dry Pond 1	14.7551	7.15
14-Day Recovery	Dry Pond 1	15.0051	7.14
14-Day Recovery	Dry Pond 1	15.2551	7.13
14-Day Recovery	Dry Pond 1	15.5051	7.12
14-Day Recovery	Dry Pond 1	15.7551	7.11
14-Day Recovery	Dry Pond 1	16.0051	7.11
14-Day Recovery	Dry Pond 1	16.2551	7.10
14-Day Recovery	Dry Pond 1	16.5051	7.09
14-Day Recovery	Dry Pond 1	16.7551	7.08
14-Day Recovery	Dry Pond 1	17.0051	7.07
14-Day Recovery	Dry Pond 1	17.2551	7.07
14-Day Recovery	Dry Pond 1	17.5051	7.06
14-Day Recovery	Dry Pond 1	17.7551	7.05
14-Day Recovery	Dry Pond 1	18.0051	7.04
14-Day Recovery	Dry Pond 1	18.2510	7.03
14-Day Recovery	Dry Pond 1	18.5008	7.03
14-Day Recovery	Dry Pond 1	18.7511	7.02
14-Day Recovery	Dry Pond 1	19.0016	7.01
14-Day Recovery	Dry Pond 1	19.2513	7.01
14-Day Recovery	Dry Pond 1	19.5003	7.00
14-Day Recovery	Dry Pond 1	19.7508	7.00
14-Day Recovery	Dry Pond 1	20.0023	6.99
14-Day Recovery	Dry Pond 1	20.2514	6.99
14-Day Recovery	Dry Pond 1	20.5021	6.99
14-Day Recovery	Dry Pond 1	20.7505	6.98

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	Dry Pond 1	21.0011	6.98
14-Day Recovery	Dry Pond 1	21.2526	6.97
14-Day Recovery	Dry Pond 1	21.5018	6.97
14-Day Recovery	Dry Pond 1	21.7525	6.97
14-Day Recovery	Dry Pond 1	22.0065	6.96
14-Day Recovery	Dry Pond 1	22.2575	6.96
14-Day Recovery	Dry Pond 1	22.5075	6.96
14-Day Recovery	Dry Pond 1	22.7575	6.95
14-Day Recovery	Dry Pond 1	23.0075	6.95
14-Day Recovery	Dry Pond 1	23.2575	6.94
14-Day Recovery	Dry Pond 1	23.5075	6.94
14-Day Recovery	Dry Pond 1	23.7575	6.94
14-Day Recovery	Dry Pond 1	24.0075	6.93
14-Day Recovery	Dry Pond 1	24.2575	6.93
14-Day Recovery	Dry Pond 1	24.5075	6.93
14-Day Recovery	Dry Pond 1	24.7575	6.92
14-Day Recovery	Dry Pond 1	25.0075	6.92
14-Day Recovery	Dry Pond 1	25.2575	6.92
14-Day Recovery	Dry Pond 1	25.5075	6.92
14-Day Recovery	Dry Pond 1	25.7575	6.91
14-Day Recovery	Dry Pond 1	26.0075	6.91
14-Day Recovery	Dry Pond 1	26.2575	6.91
14-Day Recovery	Dry Pond 1	26.5075	6.90
14-Day Recovery	Dry Pond 1	26.7575	6.90
14-Day Recovery	Dry Pond 1	27.0075	6.90
14-Day Recovery	Dry Pond 1	27.2575	6.89
14-Day Recovery	Dry Pond 1	27.5075	6.89
14-Day Recovery	Dry Pond 1	27.7575	6.89
14-Day Recovery	Dry Pond 1	28.0075	6.88
14-Day Recovery	Dry Pond 1	28.2575	6.88
14-Day Recovery	Dry Pond 1	28.5075	6.88
14-Day Recovery	Dry Pond 1	28.7575	6.87
14-Day Recovery	Dry Pond 1	29.0075	6.87
14-Day Recovery	Dry Pond 1	29.2575	6.87
14-Day Recovery	Dry Pond 1	29.5075	6.87
14-Day Recovery	Dry Pond 1	29.7575	6.86
14-Day Recovery	Dry Pond 1	30.0075	6.86
14-Day Recovery	Dry Pond 1	30.2575	6.86
14-Day Recovery	Dry Pond 1	30.5075	6.85
14-Day Recovery	Dry Pond 1	30.7575	6.85
14-Day Recovery	Dry Pond 1	31.0075	6.85
14-Day Recovery	Dry Pond 1	31.2575	6.85

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	Dry Pond 1	31.5075	6.84
14-Day Recovery	Dry Pond 1	31.7575	6.84
14-Day Recovery	Dry Pond 1	32.0075	6.84
14-Day Recovery	Dry Pond 1	32.2575	6.83
14-Day Recovery	Dry Pond 1	32.5075	6.83
14-Day Recovery	Dry Pond 1	32.7575	6.83
14-Day Recovery	Dry Pond 1	33.0075	6.83
14-Day Recovery	Dry Pond 1	33.2575	6.82
14-Day Recovery	Dry Pond 1	33.5075	6.82
14-Day Recovery	Dry Pond 1	33.7575	6.82
14-Day Recovery	Dry Pond 1	34.0075	6.81
14-Day Recovery	Dry Pond 1	34.2575	6.81
14-Day Recovery	Dry Pond 1	34.5075	6.81
14-Day Recovery	Dry Pond 1	34.7575	6.81
14-Day Recovery	Dry Pond 1	35.0075	6.80
14-Day Recovery	Dry Pond 1	35.2575	6.80
14-Day Recovery	Dry Pond 1	35.5075	6.80
14-Day Recovery	Dry Pond 1	35.7575	6.80
14-Day Recovery	Dry Pond 1	36.0075	6.79
14-Day Recovery	Dry Pond 1	36.2575	6.79
14-Day Recovery	Dry Pond 1	36.5075	6.79
14-Day Recovery	Dry Pond 1	36.7575	6.79
14-Day Recovery	Dry Pond 1	37.0075	6.78
14-Day Recovery	Dry Pond 1	37.2575	6.78
14-Day Recovery	Dry Pond 1	37.5075	6.78
14-Day Recovery	Dry Pond 1	37.7575	6.78
14-Day Recovery	Dry Pond 1	38.0075	6.77
14-Day Recovery	Dry Pond 1	38.2575	6.77
14-Day Recovery	Dry Pond 1	38.5075	6.77
14-Day Recovery	Dry Pond 1	38.7575	6.77
14-Day Recovery	Dry Pond 1	39.0075	6.76
14-Day Recovery	Dry Pond 1	39.2575	6.76
14-Day Recovery	Dry Pond 1	39.5075	6.76
14-Day Recovery	Dry Pond 1	39.7575	6.76
14-Day Recovery	Dry Pond 1	40.0075	6.75
14-Day Recovery	Dry Pond 1	40.2575	6.75
14-Day Recovery	Dry Pond 1	40.5075	6.75
14-Day Recovery	Dry Pond 1	40.7575	6.75
14-Day Recovery	Dry Pond 1	41.0075	6.74
14-Day Recovery	Dry Pond 1	41.2575	6.74
14-Day Recovery	Dry Pond 1	41.5075	6.74
14-Day Recovery	Dry Pond 1	41.7575	6.74

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	Dry Pond 1	42.0075	6.73
14-Day Recovery	Dry Pond 1	42.2575	6.73
14-Day Recovery	Dry Pond 1	42.5075	6.73
14-Day Recovery	Dry Pond 1	42.7575	6.73
14-Day Recovery	Dry Pond 1	43.0075	6.73
14-Day Recovery	Dry Pond 1	43.2575	6.72
14-Day Recovery	Dry Pond 1	43.5075	6.72
14-Day Recovery	Dry Pond 1	43.7575	6.72
14-Day Recovery	Dry Pond 1	44.0075	6.72
14-Day Recovery	Dry Pond 1	44.2575	6.71
14-Day Recovery	Dry Pond 1	44.5075	6.71
14-Day Recovery	Dry Pond 1	44.7575	6.71
14-Day Recovery	Dry Pond 1	45.0075	6.71
14-Day Recovery	Dry Pond 1	45.2575	6.71
14-Day Recovery	Dry Pond 1	45.5075	6.70
14-Day Recovery	Dry Pond 1	45.7575	6.70
14-Day Recovery	Dry Pond 1	46.0075	6.70
14-Day Recovery	Dry Pond 1	46.2575	6.70
14-Day Recovery	Dry Pond 1	46.5075	6.69
14-Day Recovery	Dry Pond 1	46.7575	6.69
14-Day Recovery	Dry Pond 1	47.0075	6.69
14-Day Recovery	Dry Pond 1	47.2575	6.69
14-Day Recovery	Dry Pond 1	47.5075	6.69
14-Day Recovery	Dry Pond 1	47.7575	6.68
14-Day Recovery	Dry Pond 1	48.0075	6.68
14-Day Recovery	Dry Pond 1	48.2575	6.68
14-Day Recovery	Dry Pond 1	48.5075	6.68
14-Day Recovery	Dry Pond 1	48.7575	6.68
14-Day Recovery	Dry Pond 1	49.0075	6.67
14-Day Recovery	Dry Pond 1	49.2575	6.67
14-Day Recovery	Dry Pond 1	49.5075	6.67
14-Day Recovery	Dry Pond 1	49.7575	6.67
14-Day Recovery	Dry Pond 1	50.0075	6.67
14-Day Recovery	Dry Pond 1	50.2575	6.66
14-Day Recovery	Dry Pond 1	50.5075	6.66
14-Day Recovery	Dry Pond 1	50.7575	6.66
14-Day Recovery	Dry Pond 1	51.0075	6.66
14-Day Recovery	Dry Pond 1	51.2575	6.65
14-Day Recovery	Dry Pond 1	51.5075	6.65
14-Day Recovery	Dry Pond 1	51.7575	6.65
14-Day Recovery	Dry Pond 1	52.0075	6.65
14-Day Recovery	Dry Pond 1	52.2575	6.65

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	Dry Pond 1	52.5075	6.64
14-Day Recovery	Dry Pond 1	52.7575	6.64
14-Day Recovery	Dry Pond 1	53.0075	6.64
14-Day Recovery	Dry Pond 1	53.2575	6.64
14-Day Recovery	Dry Pond 1	53.5075	6.64
14-Day Recovery	Dry Pond 1	53.7575	6.64
14-Day Recovery	Dry Pond 1	54.0075	6.63
14-Day Recovery	Dry Pond 1	54.2575	6.63
14-Day Recovery	Dry Pond 1	54.5075	6.63
14-Day Recovery	Dry Pond 1	54.7575	6.63
14-Day Recovery	Dry Pond 1	55.0075	6.63
14-Day Recovery	Dry Pond 1	55.2575	6.62
14-Day Recovery	Dry Pond 1	55.5075	6.62
14-Day Recovery	Dry Pond 1	55.7575	6.62
14-Day Recovery	Dry Pond 1	56.0075	6.62
14-Day Recovery	Dry Pond 1	56.2575	6.62
14-Day Recovery	Dry Pond 1	56.5075	6.61
14-Day Recovery	Dry Pond 1	56.7575	6.61
14-Day Recovery	Dry Pond 1	57.0075	6.61
14-Day Recovery	Dry Pond 1	57.2575	6.61
14-Day Recovery	Dry Pond 1	57.5075	6.61
14-Day Recovery	Dry Pond 1	57.7575	6.60
14-Day Recovery	Dry Pond 1	58.0075	6.60
14-Day Recovery	Dry Pond 1	58.2575	6.60
14-Day Recovery	Dry Pond 1	58.5075	6.60
14-Day Recovery	Dry Pond 1	58.7575	6.60
14-Day Recovery	Dry Pond 1	59.0075	6.60
14-Day Recovery	Dry Pond 1	59.2575	6.59
14-Day Recovery	Dry Pond 1	59.5075	6.59
14-Day Recovery	Dry Pond 1	59.7575	6.59
14-Day Recovery	Dry Pond 1	60.0075	6.59
14-Day Recovery	Dry Pond 1	60.2575	6.59
14-Day Recovery	Dry Pond 1	60.5075	6.58
14-Day Recovery	Dry Pond 1	60.7575	6.58
14-Day Recovery	Dry Pond 1	61.0075	6.58
14-Day Recovery	Dry Pond 1	61.2575	6.58
14-Day Recovery	Dry Pond 1	61.5075	6.58
14-Day Recovery	Dry Pond 1	61.7575	6.58
14-Day Recovery	Dry Pond 1	62.0075	6.57
14-Day Recovery	Dry Pond 1	62.2575	6.57
14-Day Recovery	Dry Pond 1	62.5075	6.57
14-Day Recovery	Dry Pond 1	62.7575	6.57

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	Dry Pond 1	63.0075	6.57
14-Day Recovery	Dry Pond 1	63.2575	6.57
14-Day Recovery	Dry Pond 1	63.5075	6.56
14-Day Recovery	Dry Pond 1	63.7575	6.56
14-Day Recovery	Dry Pond 1	64.0075	6.56
14-Day Recovery	Dry Pond 1	64.2575	6.56
14-Day Recovery	Dry Pond 1	64.5075	6.56
14-Day Recovery	Dry Pond 1	64.7575	6.56
14-Day Recovery	Dry Pond 1	65.0075	6.55
14-Day Recovery	Dry Pond 1	65.2575	6.55
14-Day Recovery	Dry Pond 1	65.5075	6.55
14-Day Recovery	Dry Pond 1	65.7575	6.55
14-Day Recovery	Dry Pond 1	66.0075	6.55
14-Day Recovery	Dry Pond 1	66.2575	6.55
14-Day Recovery	Dry Pond 1	66.5075	6.54
14-Day Recovery	Dry Pond 1	66.7575	6.54
14-Day Recovery	Dry Pond 1	67.0075	6.54
14-Day Recovery	Dry Pond 1	67.2575	6.54
14-Day Recovery	Dry Pond 1	67.5075	6.54
14-Day Recovery	Dry Pond 1	67.7575	6.54
14-Day Recovery	Dry Pond 1	68.0075	6.53
14-Day Recovery	Dry Pond 1	68.2575	6.53
14-Day Recovery	Dry Pond 1	68.5075	6.53
14-Day Recovery	Dry Pond 1	68.7575	6.53
14-Day Recovery	Dry Pond 1	69.0075	6.53
14-Day Recovery	Dry Pond 1	69.2575	6.53
14-Day Recovery	Dry Pond 1	69.5075	6.52
14-Day Recovery	Dry Pond 1	69.7575	6.52
14-Day Recovery	Dry Pond 1	70.0075	6.52
14-Day Recovery	Dry Pond 1	70.2575	6.52
14-Day Recovery	Dry Pond 1	70.5075	6.52
14-Day Recovery	Dry Pond 1	70.7575	6.52
14-Day Recovery	Dry Pond 1	71.0075	6.52
14-Day Recovery	Dry Pond 1	71.2575	6.51
14-Day Recovery	Dry Pond 1	71.5075	6.51
14-Day Recovery	Dry Pond 1	71.7575	6.51
14-Day Recovery	Dry Pond 1	72.0075	6.51
14-Day Recovery	Dry Pond 1	72.2575	6.51
14-Day Recovery	Dry Pond 1	72.5075	6.51
14-Day Recovery	Dry Pond 1	72.7575	6.50
14-Day Recovery	Dry Pond 1	73.0075	6.50
14-Day Recovery	Dry Pond 1	73.2575	6.50

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	Dry Pond 1	73.5075	6.50
14-Day Recovery	Dry Pond 1	73.7575	6.50
14-Day Recovery	Dry Pond 1	74.0075	6.50
14-Day Recovery	Dry Pond 1	74.2575	6.50
14-Day Recovery	Dry Pond 1	74.5075	6.49
14-Day Recovery	Dry Pond 1	74.7575	6.49
14-Day Recovery	Dry Pond 1	75.0075	6.49
14-Day Recovery	Dry Pond 1	75.2575	6.49
14-Day Recovery	Dry Pond 1	75.5075	6.49
14-Day Recovery	Dry Pond 1	75.7575	6.49
14-Day Recovery	Dry Pond 1	76.0075	6.48
14-Day Recovery	Dry Pond 1	76.2575	6.48
14-Day Recovery	Dry Pond 1	76.5075	6.48
14-Day Recovery	Dry Pond 1	76.7575	6.48
14-Day Recovery	Dry Pond 1	77.0075	6.48
14-Day Recovery	Dry Pond 1	77.2575	6.48
14-Day Recovery	Dry Pond 1	77.5075	6.48
14-Day Recovery	Dry Pond 1	77.7575	6.47
14-Day Recovery	Dry Pond 1	78.0075	6.47
14-Day Recovery	Dry Pond 1	78.2575	6.47
14-Day Recovery	Dry Pond 1	78.5075	6.47
14-Day Recovery	Dry Pond 1	78.7575	6.47
14-Day Recovery	Dry Pond 1	79.0075	6.47
14-Day Recovery	Dry Pond 1	79.2575	6.47
14-Day Recovery	Dry Pond 1	79.5075	6.46
14-Day Recovery	Dry Pond 1	79.7575	6.46
14-Day Recovery	Dry Pond 1	80.0075	6.46
14-Day Recovery	Dry Pond 1	80.2575	6.46
14-Day Recovery	Dry Pond 1	80.5075	6.46
14-Day Recovery	Dry Pond 1	80.7575	6.46
14-Day Recovery	Dry Pond 1	81.0075	6.46
14-Day Recovery	Dry Pond 1	81.2575	6.45
14-Day Recovery	Dry Pond 1	81.5075	6.45
14-Day Recovery	Dry Pond 1	81.7575	6.45
14-Day Recovery	Dry Pond 1	82.0075	6.45
14-Day Recovery	Dry Pond 1	82.2575	6.45
14-Day Recovery	Dry Pond 1	82.5075	6.45
14-Day Recovery	Dry Pond 1	82.7575	6.45
14-Day Recovery	Dry Pond 1	83.0075	6.45
14-Day Recovery	Dry Pond 1	83.2575	6.44
14-Day Recovery	Dry Pond 1	83.5075	6.44
14-Day Recovery	Dry Pond 1	83.7575	6.44

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	Dry Pond 1	84.0075	6.44
14-Day Recovery	Dry Pond 1	84.2575	6.44
14-Day Recovery	Dry Pond 1	84.5075	6.44
14-Day Recovery	Dry Pond 1	84.7575	6.44
14-Day Recovery	Dry Pond 1	85.0075	6.43
14-Day Recovery	Dry Pond 1	85.2575	6.43
14-Day Recovery	Dry Pond 1	85.5075	6.43
14-Day Recovery	Dry Pond 1	85.7575	6.43
14-Day Recovery	Dry Pond 1	86.0075	6.43
14-Day Recovery	Dry Pond 1	86.2575	6.43
14-Day Recovery	Dry Pond 1	86.5075	6.43
14-Day Recovery	Dry Pond 1	86.7575	6.43
14-Day Recovery	Dry Pond 1	87.0075	6.42
14-Day Recovery	Dry Pond 1	87.2575	6.42
14-Day Recovery	Dry Pond 1	87.5075	6.42
14-Day Recovery	Dry Pond 1	87.7575	6.42
14-Day Recovery	Dry Pond 1	88.0075	6.42
14-Day Recovery	Dry Pond 1	88.2575	6.42
14-Day Recovery	Dry Pond 1	88.5075	6.42
14-Day Recovery	Dry Pond 1	88.7575	6.41
14-Day Recovery	Dry Pond 1	89.0075	6.41
14-Day Recovery	Dry Pond 1	89.2575	6.41
14-Day Recovery	Dry Pond 1	89.5075	6.41
14-Day Recovery	Dry Pond 1	89.7575	6.41
14-Day Recovery	Dry Pond 1	90.0075	6.41
14-Day Recovery	Dry Pond 1	90.2575	6.41
14-Day Recovery	Dry Pond 1	90.5075	6.41
14-Day Recovery	Dry Pond 1	90.7575	6.40
14-Day Recovery	Dry Pond 1	91.0075	6.40
14-Day Recovery	Dry Pond 1	91.2575	6.40
14-Day Recovery	Dry Pond 1	91.5075	6.40
14-Day Recovery	Dry Pond 1	91.7575	6.40
14-Day Recovery	Dry Pond 1	92.0075	6.40
14-Day Recovery	Dry Pond 1	92.2575	6.40
14-Day Recovery	Dry Pond 1	92.5075	6.40
14-Day Recovery	Dry Pond 1	92.7575	6.39
14-Day Recovery	Dry Pond 1	93.0075	6.39
14-Day Recovery	Dry Pond 1	93.2575	6.39
14-Day Recovery	Dry Pond 1	93.5075	6.39
14-Day Recovery	Dry Pond 1	93.7575	6.39
14-Day Recovery	Dry Pond 1	94.0075	6.39
14-Day Recovery	Dry Pond 1	94.2575	6.39

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	Dry Pond 1	94.5075	6.39
14-Day Recovery	Dry Pond 1	94.7575	6.38
14-Day Recovery	Dry Pond 1	95.0075	6.38
14-Day Recovery	Dry Pond 1	95.2575	6.38
14-Day Recovery	Dry Pond 1	95.5075	6.38
14-Day Recovery	Dry Pond 1	95.7575	6.38
14-Day Recovery	Dry Pond 1	96.0075	6.38
14-Day Recovery	Dry Pond 1	96.2575	6.38
14-Day Recovery	Dry Pond 1	96.5075	6.38
14-Day Recovery	Dry Pond 1	96.7575	6.38
14-Day Recovery	Dry Pond 1	97.0075	6.37
14-Day Recovery	Dry Pond 1	97.2575	6.37
14-Day Recovery	Dry Pond 1	97.5075	6.37
14-Day Recovery	Dry Pond 1	97.7575	6.37
14-Day Recovery	Dry Pond 1	98.0075	6.37
14-Day Recovery	Dry Pond 1	98.2575	6.37
14-Day Recovery	Dry Pond 1	98.5075	6.37
14-Day Recovery	Dry Pond 1	98.7575	6.37
14-Day Recovery	Dry Pond 1	99.0075	6.36
14-Day Recovery	Dry Pond 1	99.2575	6.36
14-Day Recovery	Dry Pond 1	99.5075	6.36
14-Day Recovery	Dry Pond 1	99.7575	6.36
14-Day Recovery	Dry Pond 1	100.0075	6.36
14-Day Recovery	Dry Pond 1	100.2575	6.36
14-Day Recovery	Dry Pond 1	100.5075	6.36
14-Day Recovery	Dry Pond 1	100.7575	6.36
14-Day Recovery	Dry Pond 1	101.0075	6.36
14-Day Recovery	Dry Pond 1	101.2575	6.35
14-Day Recovery	Dry Pond 1	101.5075	6.35
14-Day Recovery	Dry Pond 1	101.7575	6.35
14-Day Recovery	Dry Pond 1	102.0075	6.35
14-Day Recovery	Dry Pond 1	102.2575	6.35
14-Day Recovery	Dry Pond 1	102.5075	6.35
14-Day Recovery	Dry Pond 1	102.7575	6.35
14-Day Recovery	Dry Pond 1	103.0075	6.35
14-Day Recovery	Dry Pond 1	103.2575	6.34
14-Day Recovery	Dry Pond 1	103.5075	6.34
14-Day Recovery	Dry Pond 1	103.7575	6.34
14-Day Recovery	Dry Pond 1	104.0075	6.34
14-Day Recovery	Dry Pond 1	104.2575	6.34
14-Day Recovery	Dry Pond 1	104.5075	6.34
14-Day Recovery	Dry Pond 1	104.7575	6.34

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	Dry Pond 1	105.0075	6.34
14-Day Recovery	Dry Pond 1	105.2575	6.34
14-Day Recovery	Dry Pond 1	105.5075	6.33
14-Day Recovery	Dry Pond 1	105.7575	6.33
14-Day Recovery	Dry Pond 1	106.0075	6.33
14-Day Recovery	Dry Pond 1	106.2575	6.33
14-Day Recovery	Dry Pond 1	106.5075	6.33
14-Day Recovery	Dry Pond 1	106.7575	6.33
14-Day Recovery	Dry Pond 1	107.0075	6.33
14-Day Recovery	Dry Pond 1	107.2575	6.33
14-Day Recovery	Dry Pond 1	107.5075	6.33
14-Day Recovery	Dry Pond 1	107.7575	6.33
14-Day Recovery	Dry Pond 1	108.0075	6.32
14-Day Recovery	Dry Pond 1	108.2575	6.32
14-Day Recovery	Dry Pond 1	108.5075	6.32
14-Day Recovery	Dry Pond 1	108.7575	6.32
14-Day Recovery	Dry Pond 1	109.0075	6.32
14-Day Recovery	Dry Pond 1	109.2575	6.32
14-Day Recovery	Dry Pond 1	109.5075	6.32
14-Day Recovery	Dry Pond 1	109.7575	6.32
14-Day Recovery	Dry Pond 1	110.0075	6.32
14-Day Recovery	Dry Pond 1	110.2575	6.31
14-Day Recovery	Dry Pond 1	110.5075	6.31
14-Day Recovery	Dry Pond 1	110.7575	6.31
14-Day Recovery	Dry Pond 1	111.0075	6.31
14-Day Recovery	Dry Pond 1	111.2575	6.31
14-Day Recovery	Dry Pond 1	111.5075	6.31
14-Day Recovery	Dry Pond 1	111.7575	6.31
14-Day Recovery	Dry Pond 1	112.0075	6.31
14-Day Recovery	Dry Pond 1	112.2575	6.31
14-Day Recovery	Dry Pond 1	112.5075	6.31
14-Day Recovery	Dry Pond 1	112.7575	6.30
14-Day Recovery	Dry Pond 1	113.0075	6.30
14-Day Recovery	Dry Pond 1	113.2575	6.30
14-Day Recovery	Dry Pond 1	113.5075	6.30
14-Day Recovery	Dry Pond 1	113.7575	6.30
14-Day Recovery	Dry Pond 1	114.0075	6.30
14-Day Recovery	Dry Pond 1	114.2575	6.30
14-Day Recovery	Dry Pond 1	114.5075	6.30
14-Day Recovery	Dry Pond 1	114.7575	6.30
14-Day Recovery	Dry Pond 1	115.0075	6.29
14-Day Recovery	Dry Pond 1	115.2575	6.29

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	Dry Pond 1	115.5075	6.29
14-Day Recovery	Dry Pond 1	115.7575	6.29
14-Day Recovery	Dry Pond 1	116.0075	6.29
14-Day Recovery	Dry Pond 1	116.2575	6.29
14-Day Recovery	Dry Pond 1	116.5075	6.29
14-Day Recovery	Dry Pond 1	116.7575	6.29
14-Day Recovery	Dry Pond 1	117.0075	6.29
14-Day Recovery	Dry Pond 1	117.2575	6.29
14-Day Recovery	Dry Pond 1	117.5075	6.28
14-Day Recovery	Dry Pond 1	117.7575	6.28
14-Day Recovery	Dry Pond 1	118.0075	6.28
14-Day Recovery	Dry Pond 1	118.2575	6.28
14-Day Recovery	Dry Pond 1	118.5075	6.28
14-Day Recovery	Dry Pond 1	118.7575	6.28
14-Day Recovery	Dry Pond 1	119.0075	6.28
14-Day Recovery	Dry Pond 1	119.2575	6.28
14-Day Recovery	Dry Pond 1	119.5075	6.28
14-Day Recovery	Dry Pond 1	119.7575	6.28
14-Day Recovery	Dry Pond 1	120.0075	6.28
14-Day Recovery	Dry Pond 1	120.2575	6.27
14-Day Recovery	Dry Pond 1	120.5075	6.27
14-Day Recovery	Dry Pond 1	120.7575	6.27
14-Day Recovery	Dry Pond 1	121.0075	6.27
14-Day Recovery	Dry Pond 1	121.2575	6.27
14-Day Recovery	Dry Pond 1	121.5075	6.27
14-Day Recovery	Dry Pond 1	121.7575	6.27
14-Day Recovery	Dry Pond 1	122.0075	6.27
14-Day Recovery	Dry Pond 1	122.2575	6.27
14-Day Recovery	Dry Pond 1	122.5075	6.27
14-Day Recovery	Dry Pond 1	122.7575	6.26
14-Day Recovery	Dry Pond 1	123.0075	6.26
14-Day Recovery	Dry Pond 1	123.2575	6.26
14-Day Recovery	Dry Pond 1	123.5075	6.26
14-Day Recovery	Dry Pond 1	123.7575	6.26
14-Day Recovery	Dry Pond 1	124.0075	6.26
14-Day Recovery	Dry Pond 1	124.2575	6.26
14-Day Recovery	Dry Pond 1	124.5075	6.26
14-Day Recovery	Dry Pond 1	124.7575	6.26
14-Day Recovery	Dry Pond 1	125.0075	6.26
14-Day Recovery	Dry Pond 1	125.2575	6.26
14-Day Recovery	Dry Pond 1	125.5075	6.25
14-Day Recovery	Dry Pond 1	125.7575	6.25

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	Dry Pond 1	126.0075	6.25
14-Day Recovery	Dry Pond 1	126.2575	6.25
14-Day Recovery	Dry Pond 1	126.5075	6.25
14-Day Recovery	Dry Pond 1	126.7575	6.25
14-Day Recovery	Dry Pond 1	127.0075	6.25
14-Day Recovery	Dry Pond 1	127.2575	6.25
14-Day Recovery	Dry Pond 1	127.5075	6.25
14-Day Recovery	Dry Pond 1	127.7575	6.25
14-Day Recovery	Dry Pond 1	128.0075	6.24
14-Day Recovery	Dry Pond 1	128.2575	6.24
14-Day Recovery	Dry Pond 1	128.5075	6.24
14-Day Recovery	Dry Pond 1	128.7575	6.24
14-Day Recovery	Dry Pond 1	129.0075	6.24
14-Day Recovery	Dry Pond 1	129.2575	6.24
14-Day Recovery	Dry Pond 1	129.5075	6.24
14-Day Recovery	Dry Pond 1	129.7575	6.24
14-Day Recovery	Dry Pond 1	130.0075	6.24
14-Day Recovery	Dry Pond 1	130.2575	6.24
14-Day Recovery	Dry Pond 1	130.5075	6.24
14-Day Recovery	Dry Pond 1	130.7575	6.24
14-Day Recovery	Dry Pond 1	131.0075	6.23
14-Day Recovery	Dry Pond 1	131.2575	6.23
14-Day Recovery	Dry Pond 1	131.5075	6.23
14-Day Recovery	Dry Pond 1	131.7575	6.23
14-Day Recovery	Dry Pond 1	132.0075	6.23
14-Day Recovery	Dry Pond 1	132.2575	6.23
14-Day Recovery	Dry Pond 1	132.5075	6.23
14-Day Recovery	Dry Pond 1	132.7575	6.23
14-Day Recovery	Dry Pond 1	133.0075	6.23
14-Day Recovery	Dry Pond 1	133.2575	6.23
14-Day Recovery	Dry Pond 1	133.5075	6.23
14-Day Recovery	Dry Pond 1	133.7575	6.22
14-Day Recovery	Dry Pond 1	134.0075	6.22
14-Day Recovery	Dry Pond 1	134.2575	6.22
14-Day Recovery	Dry Pond 1	134.5075	6.22
14-Day Recovery	Dry Pond 1	134.7575	6.22
14-Day Recovery	Dry Pond 1	135.0075	6.22
14-Day Recovery	Dry Pond 1	135.2575	6.22
14-Day Recovery	Dry Pond 1	135.5075	6.22
14-Day Recovery	Dry Pond 1	135.7575	6.22
14-Day Recovery	Dry Pond 1	136.0075	6.22
14-Day Recovery	Dry Pond 1	136.2575	6.22

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	Dry Pond 1	136.5075	6.22
14-Day Recovery	Dry Pond 1	136.7575	6.21
14-Day Recovery	Dry Pond 1	137.0075	6.21
14-Day Recovery	Dry Pond 1	137.2575	6.21
14-Day Recovery	Dry Pond 1	137.5075	6.21
14-Day Recovery	Dry Pond 1	137.7575	6.21
14-Day Recovery	Dry Pond 1	138.0075	6.21
14-Day Recovery	Dry Pond 1	138.2575	6.21
14-Day Recovery	Dry Pond 1	138.5075	6.21
14-Day Recovery	Dry Pond 1	138.7575	6.21
14-Day Recovery	Dry Pond 1	139.0075	6.21
14-Day Recovery	Dry Pond 1	139.2575	6.21
14-Day Recovery	Dry Pond 1	139.5075	6.20
14-Day Recovery	Dry Pond 1	139.7575	6.20
14-Day Recovery	Dry Pond 1	140.0075	6.20
14-Day Recovery	Dry Pond 1	140.2575	6.20
14-Day Recovery	Dry Pond 1	140.5075	6.20
14-Day Recovery	Dry Pond 1	140.7575	6.20
14-Day Recovery	Dry Pond 1	141.0075	6.20
14-Day Recovery	Dry Pond 1	141.2575	6.20
14-Day Recovery	Dry Pond 1	141.5075	6.20
14-Day Recovery	Dry Pond 1	141.7575	6.20
14-Day Recovery	Dry Pond 1	142.0075	6.20
14-Day Recovery	Dry Pond 1	142.2575	6.20
14-Day Recovery	Dry Pond 1	142.5075	6.19
14-Day Recovery	Dry Pond 1	142.7575	6.19
14-Day Recovery	Dry Pond 1	143.0075	6.19
14-Day Recovery	Dry Pond 1	143.2575	6.19
14-Day Recovery	Dry Pond 1	143.5075	6.19
14-Day Recovery	Dry Pond 1	143.7575	6.19
14-Day Recovery	Dry Pond 1	144.0075	6.19
14-Day Recovery	Dry Pond 1	144.2575	6.19
14-Day Recovery	Dry Pond 1	144.5075	6.19
14-Day Recovery	Dry Pond 1	144.7575	6.19
14-Day Recovery	Dry Pond 1	145.0075	6.19
14-Day Recovery	Dry Pond 1	145.2575	6.19
14-Day Recovery	Dry Pond 1	145.5075	6.19
14-Day Recovery	Dry Pond 1	145.7575	6.18
14-Day Recovery	Dry Pond 1	146.0075	6.18
14-Day Recovery	Dry Pond 1	146.2575	6.18
14-Day Recovery	Dry Pond 1	146.5075	6.18
14-Day Recovery	Dry Pond 1	146.7575	6.18

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	Dry Pond 1	147.0075	6.18
14-Day Recovery	Dry Pond 1	147.2575	6.18
14-Day Recovery	Dry Pond 1	147.5075	6.18
14-Day Recovery	Dry Pond 1	147.7575	6.18
14-Day Recovery	Dry Pond 1	148.0075	6.18
14-Day Recovery	Dry Pond 1	148.2575	6.18
14-Day Recovery	Dry Pond 1	148.5075	6.18
14-Day Recovery	Dry Pond 1	148.7575	6.18
14-Day Recovery	Dry Pond 1	149.0075	6.17
14-Day Recovery	Dry Pond 1	149.2575	6.17
14-Day Recovery	Dry Pond 1	149.5075	6.17
14-Day Recovery	Dry Pond 1	149.7575	6.17
14-Day Recovery	Dry Pond 1	150.0075	6.17
14-Day Recovery	Dry Pond 1	150.2575	6.17
14-Day Recovery	Dry Pond 1	150.5075	6.17
14-Day Recovery	Dry Pond 1	150.7575	6.17
14-Day Recovery	Dry Pond 1	151.0075	6.17
14-Day Recovery	Dry Pond 1	151.2575	6.17
14-Day Recovery	Dry Pond 1	151.5075	6.17
14-Day Recovery	Dry Pond 1	151.7575	6.17
14-Day Recovery	Dry Pond 1	152.0075	6.17
14-Day Recovery	Dry Pond 1	152.2575	6.16
14-Day Recovery	Dry Pond 1	152.5075	6.16
14-Day Recovery	Dry Pond 1	152.7575	6.16
14-Day Recovery	Dry Pond 1	153.0075	6.16
14-Day Recovery	Dry Pond 1	153.2575	6.16
14-Day Recovery	Dry Pond 1	153.5075	6.16
14-Day Recovery	Dry Pond 1	153.7575	6.16
14-Day Recovery	Dry Pond 1	154.0075	6.16
14-Day Recovery	Dry Pond 1	154.2575	6.16
14-Day Recovery	Dry Pond 1	154.5075	6.16
14-Day Recovery	Dry Pond 1	154.7575	6.16
14-Day Recovery	Dry Pond 1	155.0075	6.16
14-Day Recovery	Dry Pond 1	155.2575	6.16
14-Day Recovery	Dry Pond 1	155.5075	6.16
14-Day Recovery	Dry Pond 1	155.7575	6.15
14-Day Recovery	Dry Pond 1	156.0075	6.15
14-Day Recovery	Dry Pond 1	156.2575	6.15
14-Day Recovery	Dry Pond 1	156.5075	6.15
14-Day Recovery	Dry Pond 1	156.7575	6.15
14-Day Recovery	Dry Pond 1	157.0075	6.15
14-Day Recovery	Dry Pond 1	157.2575	6.15

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	Dry Pond 1	157.5075	6.15
14-Day Recovery	Dry Pond 1	157.7575	6.15
14-Day Recovery	Dry Pond 1	158.0075	6.15
14-Day Recovery	Dry Pond 1	158.2575	6.15
14-Day Recovery	Dry Pond 1	158.5075	6.15
14-Day Recovery	Dry Pond 1	158.7575	6.15
14-Day Recovery	Dry Pond 1	159.0075	6.15
14-Day Recovery	Dry Pond 1	159.2575	6.15
14-Day Recovery	Dry Pond 1	159.5075	6.15
14-Day Recovery	Dry Pond 1	159.7575	6.15
14-Day Recovery	Dry Pond 1	160.0075	6.14
14-Day Recovery	Dry Pond 1	160.2575	6.14
14-Day Recovery	Dry Pond 1	160.5075	6.14
14-Day Recovery	Dry Pond 1	160.7575	6.14
14-Day Recovery	Dry Pond 1	161.0075	6.14
14-Day Recovery	Dry Pond 1	161.2575	6.14
14-Day Recovery	Dry Pond 1	161.5075	6.14
14-Day Recovery	Dry Pond 1	161.7575	6.14
14-Day Recovery	Dry Pond 1	162.0075	6.14
14-Day Recovery	Dry Pond 1	162.2575	6.14
14-Day Recovery	Dry Pond 1	162.5075	6.14
14-Day Recovery	Dry Pond 1	162.7575	6.14
14-Day Recovery	Dry Pond 1	163.0075	6.14
14-Day Recovery	Dry Pond 1	163.2575	6.14
14-Day Recovery	Dry Pond 1	163.5075	6.14
14-Day Recovery	Dry Pond 1	163.7575	6.14
14-Day Recovery	Dry Pond 1	164.0075	6.14
14-Day Recovery	Dry Pond 1	164.2575	6.14
14-Day Recovery	Dry Pond 1	164.5075	6.14
14-Day Recovery	Dry Pond 1	164.7575	6.14
14-Day Recovery	Dry Pond 1	165.0075	6.14
14-Day Recovery	Dry Pond 1	165.2575	6.13
14-Day Recovery	Dry Pond 1	165.5075	6.13
14-Day Recovery	Dry Pond 1	165.7575	6.13
14-Day Recovery	Dry Pond 1	166.0075	6.13
14-Day Recovery	Dry Pond 1	166.2575	6.13
14-Day Recovery	Dry Pond 1	166.5075	6.13
14-Day Recovery	Dry Pond 1	166.7575	6.13
14-Day Recovery	Dry Pond 1	167.0075	6.13
14-Day Recovery	Dry Pond 1	167.2575	6.13
14-Day Recovery	Dry Pond 1	167.5075	6.13
14-Day Recovery	Dry Pond 1	167.7575	6.13

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	Dry Pond 1	168.0075	6.13
14-Day Recovery	Dry Pond 1	168.2575	6.13
14-Day Recovery	Dry Pond 1	168.5075	6.13
14-Day Recovery	Dry Pond 1	168.7575	6.13
14-Day Recovery	Dry Pond 1	169.0075	6.13
14-Day Recovery	Dry Pond 1	169.2575	6.13
14-Day Recovery	Dry Pond 1	169.5075	6.13
14-Day Recovery	Dry Pond 1	169.7575	6.13
14-Day Recovery	Dry Pond 1	170.0075	6.13
14-Day Recovery	Dry Pond 1	170.2575	6.13
14-Day Recovery	Dry Pond 1	170.5075	6.13
14-Day Recovery	Dry Pond 1	170.7575	6.13
14-Day Recovery	Dry Pond 1	171.0075	6.13
14-Day Recovery	Dry Pond 1	171.2575	6.13
14-Day Recovery	Dry Pond 1	171.5075	6.13
14-Day Recovery	Dry Pond 1	171.7575	6.13
14-Day Recovery	Dry Pond 1	172.0075	6.13
14-Day Recovery	Dry Pond 1	172.2575	6.13
14-Day Recovery	Dry Pond 1	172.5075	6.12
14-Day Recovery	Dry Pond 1	172.7575	6.12
14-Day Recovery	Dry Pond 1	173.0075	6.12
14-Day Recovery	Dry Pond 1	173.2575	6.12
14-Day Recovery	Dry Pond 1	173.5075	6.12
14-Day Recovery	Dry Pond 1	173.7575	6.12
14-Day Recovery	Dry Pond 1	174.0075	6.12
14-Day Recovery	Dry Pond 1	174.2575	6.12
14-Day Recovery	Dry Pond 1	174.5075	6.12
14-Day Recovery	Dry Pond 1	174.7575	6.12
14-Day Recovery	Dry Pond 1	175.0075	6.12
14-Day Recovery	Dry Pond 1	175.2575	6.12
14-Day Recovery	Dry Pond 1	175.5075	6.12
14-Day Recovery	Dry Pond 1	175.7575	6.12
14-Day Recovery	Dry Pond 1	176.0075	6.12
14-Day Recovery	Dry Pond 1	176.2575	6.12
14-Day Recovery	Dry Pond 1	176.5075	6.12
14-Day Recovery	Dry Pond 1	176.7575	6.12
14-Day Recovery	Dry Pond 1	177.0075	6.12
14-Day Recovery	Dry Pond 1	177.2575	6.12
14-Day Recovery	Dry Pond 1	177.5075	6.12
14-Day Recovery	Dry Pond 1	177.7575	6.12
14-Day Recovery	Dry Pond 1	178.0075	6.12
14-Day Recovery	Dry Pond 1	178.2575	6.12

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	Dry Pond 1	178.5075	6.12
14-Day Recovery	Dry Pond 1	178.7575	6.12
14-Day Recovery	Dry Pond 1	179.0075	6.12
14-Day Recovery	Dry Pond 1	179.2575	6.12
14-Day Recovery	Dry Pond 1	179.5075	6.12
14-Day Recovery	Dry Pond 1	179.7575	6.12
14-Day Recovery	Dry Pond 1	180.0075	6.12
14-Day Recovery	Dry Pond 1	180.2575	6.12
14-Day Recovery	Dry Pond 1	180.5075	6.12
14-Day Recovery	Dry Pond 1	180.7575	6.12
14-Day Recovery	Dry Pond 1	181.0075	6.12
14-Day Recovery	Dry Pond 1	181.2575	6.12
14-Day Recovery	Dry Pond 1	181.5075	6.12
14-Day Recovery	Dry Pond 1	181.7575	6.12
14-Day Recovery	Dry Pond 1	182.0075	6.12
14-Day Recovery	Dry Pond 1	182.2575	6.12
14-Day Recovery	Dry Pond 1	182.5075	6.12
14-Day Recovery	Dry Pond 1	182.7575	6.12
14-Day Recovery	Dry Pond 1	183.0075	6.12
14-Day Recovery	Dry Pond 1	183.2575	6.12
14-Day Recovery	Dry Pond 1	183.5075	6.11
14-Day Recovery	Dry Pond 1	183.7575	6.11
14-Day Recovery	Dry Pond 1	184.0075	6.11
14-Day Recovery	Dry Pond 1	184.2575	6.11
14-Day Recovery	Dry Pond 1	184.5075	6.11
14-Day Recovery	Dry Pond 1	184.7575	6.11
14-Day Recovery	Dry Pond 1	185.0075	6.11
14-Day Recovery	Dry Pond 1	185.2575	6.11
14-Day Recovery	Dry Pond 1	185.5075	6.11
14-Day Recovery	Dry Pond 1	185.7575	6.11
14-Day Recovery	Dry Pond 1	186.0075	6.11
14-Day Recovery	Dry Pond 1	186.2575	6.11
14-Day Recovery	Dry Pond 1	186.5075	6.11
14-Day Recovery	Dry Pond 1	186.7575	6.11
14-Day Recovery	Dry Pond 1	187.0075	6.11
14-Day Recovery	Dry Pond 1	187.2575	6.11
14-Day Recovery	Dry Pond 1	187.5075	6.11
14-Day Recovery	Dry Pond 1	187.7575	6.11
14-Day Recovery	Dry Pond 1	188.0075	6.11
14-Day Recovery	Dry Pond 1	188.2575	6.11
14-Day Recovery	Dry Pond 1	188.5075	6.11
14-Day Recovery	Dry Pond 1	188.7575	6.11

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	Dry Pond 1	189.0075	6.11
14-Day Recovery	Dry Pond 1	189.2575	6.11
14-Day Recovery	Dry Pond 1	189.5075	6.11
14-Day Recovery	Dry Pond 1	189.7575	6.11
14-Day Recovery	Dry Pond 1	190.0075	6.11
14-Day Recovery	Dry Pond 1	190.2575	6.11
14-Day Recovery	Dry Pond 1	190.5075	6.11
14-Day Recovery	Dry Pond 1	190.7575	6.11
14-Day Recovery	Dry Pond 1	191.0075	6.11
14-Day Recovery	Dry Pond 1	191.2575	6.11
14-Day Recovery	Dry Pond 1	191.5075	6.11
14-Day Recovery	Dry Pond 1	191.7575	6.11
14-Day Recovery	Dry Pond 1	192.0075	6.11
14-Day Recovery	Dry Pond 1	192.2575	6.11
14-Day Recovery	Dry Pond 1	192.5075	6.11
14-Day Recovery	Dry Pond 1	192.7575	6.11
14-Day Recovery	Dry Pond 1	193.0075	6.11
14-Day Recovery	Dry Pond 1	193.2575	6.11
14-Day Recovery	Dry Pond 1	193.5075	6.11
14-Day Recovery	Dry Pond 1	193.7575	6.11
14-Day Recovery	Dry Pond 1	194.0075	6.11
14-Day Recovery	Dry Pond 1	194.2575	6.11
14-Day Recovery	Dry Pond 1	194.5075	6.11
14-Day Recovery	Dry Pond 1	194.7575	6.11
14-Day Recovery	Dry Pond 1	195.0075	6.11
14-Day Recovery	Dry Pond 1	195.2575	6.11
14-Day Recovery	Dry Pond 1	195.5075	6.11
14-Day Recovery	Dry Pond 1	195.7575	6.11
14-Day Recovery	Dry Pond 1	196.0075	6.11
14-Day Recovery	Dry Pond 1	196.2575	6.11
14-Day Recovery	Dry Pond 1	196.5075	6.11
14-Day Recovery	Dry Pond 1	196.7575	6.11
14-Day Recovery	Dry Pond 1	197.0075	6.11
14-Day Recovery	Dry Pond 1	197.2575	6.11
14-Day Recovery	Dry Pond 1	197.5075	6.11
14-Day Recovery	Dry Pond 1	197.7575	6.11
14-Day Recovery	Dry Pond 1	198.0075	6.11
14-Day Recovery	Dry Pond 1	198.2575	6.11
14-Day Recovery	Dry Pond 1	198.5075	6.11
14-Day Recovery	Dry Pond 1	198.7575	6.11
14-Day Recovery	Dry Pond 1	199.0075	6.11
14-Day Recovery	Dry Pond 1	199.2575	6.11

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	Dry Pond 1	199.5075	6.11
14-Day Recovery	Dry Pond 1	199.7575	6.11
14-Day Recovery	Dry Pond 1	200.0075	6.11
14-Day Recovery	Dry Pond 1	200.2575	6.11
14-Day Recovery	Dry Pond 1	200.5075	6.11
14-Day Recovery	Dry Pond 1	200.7575	6.11
14-Day Recovery	Dry Pond 1	201.0075	6.11
14-Day Recovery	Dry Pond 1	201.2575	6.11
14-Day Recovery	Dry Pond 1	201.5075	6.11
14-Day Recovery	Dry Pond 1	201.7575	6.11
14-Day Recovery	Dry Pond 1	202.0075	6.11
14-Day Recovery	Dry Pond 1	202.2575	6.11
14-Day Recovery	Dry Pond 1	202.5075	6.11
14-Day Recovery	Dry Pond 1	202.7575	6.11
14-Day Recovery	Dry Pond 1	203.0075	6.11
14-Day Recovery	Dry Pond 1	203.2575	6.11
14-Day Recovery	Dry Pond 1	203.5075	6.11
14-Day Recovery	Dry Pond 1	203.7575	6.11
14-Day Recovery	Dry Pond 1	204.0075	6.11
14-Day Recovery	Dry Pond 1	204.2575	6.11
14-Day Recovery	Dry Pond 1	204.5075	6.11
14-Day Recovery	Dry Pond 1	204.7575	6.11
14-Day Recovery	Dry Pond 1	205.0075	6.11
14-Day Recovery	Dry Pond 1	205.2575	6.11
14-Day Recovery	Dry Pond 1	205.5075	6.11
14-Day Recovery	Dry Pond 1	205.7575	6.11
14-Day Recovery	Dry Pond 1	206.0075	6.11
14-Day Recovery	Dry Pond 1	206.2575	6.11
14-Day Recovery	Dry Pond 1	206.5075	6.11
14-Day Recovery	Dry Pond 1	206.7575	6.11
14-Day Recovery	Dry Pond 1	207.0075	6.11
14-Day Recovery	Dry Pond 1	207.2575	6.11
14-Day Recovery	Dry Pond 1	207.5075	6.11
14-Day Recovery	Dry Pond 1	207.7575	6.11
14-Day Recovery	Dry Pond 1	208.0075	6.11
14-Day Recovery	Dry Pond 1	208.2575	6.11
14-Day Recovery	Dry Pond 1	208.5075	6.11
14-Day Recovery	Dry Pond 1	208.7575	6.11
14-Day Recovery	Dry Pond 1	209.0075	6.11
14-Day Recovery	Dry Pond 1	209.2575	6.11
14-Day Recovery	Dry Pond 1	209.5075	6.11
14-Day Recovery	Dry Pond 1	209.7575	6.11

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	Dry Pond 1	210.0075	6.11
14-Day Recovery	Dry Pond 1	210.2575	6.11
14-Day Recovery	Dry Pond 1	210.5075	6.11
14-Day Recovery	Dry Pond 1	210.7575	6.11
14-Day Recovery	Dry Pond 1	211.0075	6.11
14-Day Recovery	Dry Pond 1	211.2575	6.11
14-Day Recovery	Dry Pond 1	211.5075	6.11
14-Day Recovery	Dry Pond 1	211.7575	6.11
14-Day Recovery	Dry Pond 1	212.0075	6.11
14-Day Recovery	Dry Pond 1	212.2575	6.11
14-Day Recovery	Dry Pond 1	212.5075	6.11
14-Day Recovery	Dry Pond 1	212.7575	6.11
14-Day Recovery	Dry Pond 1	213.0075	6.11
14-Day Recovery	Dry Pond 1	213.2575	6.11
14-Day Recovery	Dry Pond 1	213.5075	6.11
14-Day Recovery	Dry Pond 1	213.7575	6.11
14-Day Recovery	Dry Pond 1	214.0075	6.11
14-Day Recovery	Dry Pond 1	214.2575	6.11
14-Day Recovery	Dry Pond 1	214.5075	6.11
14-Day Recovery	Dry Pond 1	214.7575	6.11
14-Day Recovery	Dry Pond 1	215.0075	6.11
14-Day Recovery	Dry Pond 1	215.2575	6.11
14-Day Recovery	Dry Pond 1	215.5075	6.11
14-Day Recovery	Dry Pond 1	215.7575	6.10
14-Day Recovery	Dry Pond 1	216.0075	6.10
14-Day Recovery	Dry Pond 1	216.2575	6.10
14-Day Recovery	Dry Pond 1	216.5075	6.10
14-Day Recovery	Dry Pond 1	216.7575	6.10
14-Day Recovery	Dry Pond 1	217.0075	6.10
14-Day Recovery	Dry Pond 1	217.2575	6.10
14-Day Recovery	Dry Pond 1	217.5075	6.10
14-Day Recovery	Dry Pond 1	217.7575	6.10
14-Day Recovery	Dry Pond 1	218.0075	6.10
14-Day Recovery	Dry Pond 1	218.2575	6.10
14-Day Recovery	Dry Pond 1	218.5075	6.10
14-Day Recovery	Dry Pond 1	218.7575	6.10
14-Day Recovery	Dry Pond 1	219.0075	6.10
14-Day Recovery	Dry Pond 1	219.2575	6.10
14-Day Recovery	Dry Pond 1	219.5075	6.10
14-Day Recovery	Dry Pond 1	219.7575	6.10
14-Day Recovery	Dry Pond 1	220.0075	6.10
14-Day Recovery	Dry Pond 1	220.2575	6.10

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	Dry Pond 1	220.5075	6.10
14-Day Recovery	Dry Pond 1	220.7575	6.10
14-Day Recovery	Dry Pond 1	221.0075	6.10
14-Day Recovery	Dry Pond 1	221.2575	6.10
14-Day Recovery	Dry Pond 1	221.5075	6.10
14-Day Recovery	Dry Pond 1	221.7575	6.10
14-Day Recovery	Dry Pond 1	222.0075	6.10
14-Day Recovery	Dry Pond 1	222.2575	6.10
14-Day Recovery	Dry Pond 1	222.5075	6.10
14-Day Recovery	Dry Pond 1	222.7575	6.10
14-Day Recovery	Dry Pond 1	223.0075	6.10
14-Day Recovery	Dry Pond 1	223.2575	6.10
14-Day Recovery	Dry Pond 1	223.5075	6.10
14-Day Recovery	Dry Pond 1	223.7575	6.10
14-Day Recovery	Dry Pond 1	224.0075	6.10
14-Day Recovery	Dry Pond 1	224.2575	6.10
14-Day Recovery	Dry Pond 1	224.5075	6.10
14-Day Recovery	Dry Pond 1	224.7575	6.10
14-Day Recovery	Dry Pond 1	225.0075	6.10
14-Day Recovery	Dry Pond 1	225.2575	6.10
14-Day Recovery	Dry Pond 1	225.5075	6.10
14-Day Recovery	Dry Pond 1	225.7575	6.10
14-Day Recovery	Dry Pond 1	226.0075	6.10
14-Day Recovery	Dry Pond 1	226.2575	6.10
14-Day Recovery	Dry Pond 1	226.5075	6.10
14-Day Recovery	Dry Pond 1	226.7575	6.10
14-Day Recovery	Dry Pond 1	227.0075	6.10
14-Day Recovery	Dry Pond 1	227.2575	6.10
14-Day Recovery	Dry Pond 1	227.5075	6.10
14-Day Recovery	Dry Pond 1	227.7575	6.10
14-Day Recovery	Dry Pond 1	228.0075	6.10
14-Day Recovery	Dry Pond 1	228.2575	6.10
14-Day Recovery	Dry Pond 1	228.5075	6.10
14-Day Recovery	Dry Pond 1	228.7575	6.10
14-Day Recovery	Dry Pond 1	229.0075	6.10
14-Day Recovery	Dry Pond 1	229.2575	6.10
14-Day Recovery	Dry Pond 1	229.5075	6.10
14-Day Recovery	Dry Pond 1	229.7575	6.10
14-Day Recovery	Dry Pond 1	230.0075	6.10
14-Day Recovery	Dry Pond 1	230.2575	6.10
14-Day Recovery	Dry Pond 1	230.5075	6.10
14-Day Recovery	Dry Pond 1	230.7575	6.10

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	Dry Pond 1	231.0075	6.10
14-Day Recovery	Dry Pond 1	231.2575	6.10
14-Day Recovery	Dry Pond 1	231.5075	6.10
14-Day Recovery	Dry Pond 1	231.7575	6.10
14-Day Recovery	Dry Pond 1	232.0075	6.10
14-Day Recovery	Dry Pond 1	232.2575	6.10
14-Day Recovery	Dry Pond 1	232.5075	6.10
14-Day Recovery	Dry Pond 1	232.7575	6.10
14-Day Recovery	Dry Pond 1	233.0075	6.10
14-Day Recovery	Dry Pond 1	233.2575	6.10
14-Day Recovery	Dry Pond 1	233.5075	6.10
14-Day Recovery	Dry Pond 1	233.7575	6.10
14-Day Recovery	Dry Pond 1	234.0075	6.10
14-Day Recovery	Dry Pond 1	234.2575	6.10
14-Day Recovery	Dry Pond 1	234.5075	6.10
14-Day Recovery	Dry Pond 1	234.7575	6.10
14-Day Recovery	Dry Pond 1	235.0075	6.10
14-Day Recovery	Dry Pond 1	235.2575	6.10
14-Day Recovery	Dry Pond 1	235.5075	6.10
14-Day Recovery	Dry Pond 1	235.7575	6.10
14-Day Recovery	Dry Pond 1	236.0075	6.10
14-Day Recovery	Dry Pond 1	236.2575	6.10
14-Day Recovery	Dry Pond 1	236.5075	6.10
14-Day Recovery	Dry Pond 1	236.7575	6.10
14-Day Recovery	Dry Pond 1	237.0075	6.10
14-Day Recovery	Dry Pond 1	237.2575	6.10
14-Day Recovery	Dry Pond 1	237.5075	6.10
14-Day Recovery	Dry Pond 1	237.7575	6.10
14-Day Recovery	Dry Pond 1	238.0075	6.10
14-Day Recovery	Dry Pond 1	238.2575	6.10
14-Day Recovery	Dry Pond 1	238.5075	6.10
14-Day Recovery	Dry Pond 1	238.7575	6.10
14-Day Recovery	Dry Pond 1	239.0075	6.10
14-Day Recovery	Dry Pond 1	239.2575	6.10
14-Day Recovery	Dry Pond 1	239.5075	6.10
14-Day Recovery	Dry Pond 1	239.7575	6.10
14-Day Recovery	Dry Pond 1	240.0075	6.10
14-Day Recovery	Dry Pond 1	240.2575	6.10
14-Day Recovery	Dry Pond 1	240.5075	6.10
14-Day Recovery	Dry Pond 1	240.7575	6.10
14-Day Recovery	Dry Pond 1	241.0075	6.10
14-Day Recovery	Dry Pond 1	241.2575	6.10

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	Dry Pond 1	241.5075	6.10
14-Day Recovery	Dry Pond 1	241.7575	6.10
14-Day Recovery	Dry Pond 1	242.0075	6.10
14-Day Recovery	Dry Pond 1	242.2575	6.10
14-Day Recovery	Dry Pond 1	242.5075	6.10
14-Day Recovery	Dry Pond 1	242.7575	6.10
14-Day Recovery	Dry Pond 1	243.0075	6.10
14-Day Recovery	Dry Pond 1	243.2575	6.10
14-Day Recovery	Dry Pond 1	243.5075	6.10
14-Day Recovery	Dry Pond 1	243.7575	6.10
14-Day Recovery	Dry Pond 1	244.0075	6.10
14-Day Recovery	Dry Pond 1	244.2575	6.10
14-Day Recovery	Dry Pond 1	244.5075	6.10
14-Day Recovery	Dry Pond 1	244.7575	6.10
14-Day Recovery	Dry Pond 1	245.0075	6.10
14-Day Recovery	Dry Pond 1	245.2575	6.10
14-Day Recovery	Dry Pond 1	245.5075	6.10
14-Day Recovery	Dry Pond 1	245.7575	6.10
14-Day Recovery	Dry Pond 1	246.0075	6.10
14-Day Recovery	Dry Pond 1	246.2575	6.10
14-Day Recovery	Dry Pond 1	246.5075	6.10
14-Day Recovery	Dry Pond 1	246.7575	6.10
14-Day Recovery	Dry Pond 1	247.0075	6.10
14-Day Recovery	Dry Pond 1	247.2575	6.10
14-Day Recovery	Dry Pond 1	247.5075	6.10
14-Day Recovery	Dry Pond 1	247.7575	6.10
14-Day Recovery	Dry Pond 1	248.0075	6.10
14-Day Recovery	Dry Pond 1	248.2575	6.10
14-Day Recovery	Dry Pond 1	248.5075	6.10
14-Day Recovery	Dry Pond 1	248.7575	6.10
14-Day Recovery	Dry Pond 1	249.0075	6.10
14-Day Recovery	Dry Pond 1	249.2575	6.10
14-Day Recovery	Dry Pond 1	249.5075	6.10
14-Day Recovery	Dry Pond 1	249.7575	6.10
14-Day Recovery	Dry Pond 1	250.0075	6.10
14-Day Recovery	Dry Pond 1	250.2575	6.10
14-Day Recovery	Dry Pond 1	250.5075	6.10
14-Day Recovery	Dry Pond 1	250.7575	6.10
14-Day Recovery	Dry Pond 1	251.0075	6.10
14-Day Recovery	Dry Pond 1	251.2575	6.10
14-Day Recovery	Dry Pond 1	251.5075	6.10
14-Day Recovery	Dry Pond 1	251.7575	6.10

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	Dry Pond 1	252.0075	6.10
14-Day Recovery	Dry Pond 1	252.2575	6.10
14-Day Recovery	Dry Pond 1	252.5075	6.10
14-Day Recovery	Dry Pond 1	252.7575	6.10
14-Day Recovery	Dry Pond 1	253.0075	6.10
14-Day Recovery	Dry Pond 1	253.2575	6.10
14-Day Recovery	Dry Pond 1	253.5075	6.10
14-Day Recovery	Dry Pond 1	253.7575	6.10
14-Day Recovery	Dry Pond 1	254.0075	6.10
14-Day Recovery	Dry Pond 1	254.2575	6.10
14-Day Recovery	Dry Pond 1	254.5075	6.10
14-Day Recovery	Dry Pond 1	254.7575	6.10
14-Day Recovery	Dry Pond 1	255.0075	6.10
14-Day Recovery	Dry Pond 1	255.2575	6.10
14-Day Recovery	Dry Pond 1	255.5075	6.10
14-Day Recovery	Dry Pond 1	255.7575	6.10
14-Day Recovery	Dry Pond 1	256.0075	6.10
14-Day Recovery	Dry Pond 1	256.2575	6.10
14-Day Recovery	Dry Pond 1	256.5075	6.10
14-Day Recovery	Dry Pond 1	256.7575	6.10
14-Day Recovery	Dry Pond 1	257.0075	6.10
14-Day Recovery	Dry Pond 1	257.2575	6.10
14-Day Recovery	Dry Pond 1	257.5075	6.10
14-Day Recovery	Dry Pond 1	257.7575	6.10
14-Day Recovery	Dry Pond 1	258.0075	6.10
14-Day Recovery	Dry Pond 1	258.2575	6.10
14-Day Recovery	Dry Pond 1	258.5075	6.10
14-Day Recovery	Dry Pond 1	258.7575	6.10
14-Day Recovery	Dry Pond 1	259.0075	6.10
14-Day Recovery	Dry Pond 1	259.2575	6.10
14-Day Recovery	Dry Pond 1	259.5075	6.10
14-Day Recovery	Dry Pond 1	259.7575	6.10
14-Day Recovery	Dry Pond 1	260.0075	6.10
14-Day Recovery	Dry Pond 1	260.2575	6.10
14-Day Recovery	Dry Pond 1	260.5075	6.10
14-Day Recovery	Dry Pond 1	260.7575	6.10
14-Day Recovery	Dry Pond 1	261.0075	6.10
14-Day Recovery	Dry Pond 1	261.2575	6.10
14-Day Recovery	Dry Pond 1	261.5075	6.10
14-Day Recovery	Dry Pond 1	261.7575	6.10
14-Day Recovery	Dry Pond 1	262.0075	6.10
14-Day Recovery	Dry Pond 1	262.2575	6.10

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	Dry Pond 1	262.5075	6.10
14-Day Recovery	Dry Pond 1	262.7575	6.10
14-Day Recovery	Dry Pond 1	263.0075	6.10
14-Day Recovery	Dry Pond 1	263.2575	6.10
14-Day Recovery	Dry Pond 1	263.5075	6.10
14-Day Recovery	Dry Pond 1	263.7575	6.10
14-Day Recovery	Dry Pond 1	264.0075	6.10
14-Day Recovery	Dry Pond 1	264.2575	6.10
14-Day Recovery	Dry Pond 1	264.5075	6.10
14-Day Recovery	Dry Pond 1	264.7575	6.10
14-Day Recovery	Dry Pond 1	265.0075	6.10
14-Day Recovery	Dry Pond 1	265.2575	6.10
14-Day Recovery	Dry Pond 1	265.5075	6.10
14-Day Recovery	Dry Pond 1	265.7575	6.10
14-Day Recovery	Dry Pond 1	266.0075	6.10
14-Day Recovery	Dry Pond 1	266.2575	6.10
14-Day Recovery	Dry Pond 1	266.5075	6.10
14-Day Recovery	Dry Pond 1	266.7575	6.10
14-Day Recovery	Dry Pond 1	267.0075	6.10
14-Day Recovery	Dry Pond 1	267.2575	6.10
14-Day Recovery	Dry Pond 1	267.5075	6.10
14-Day Recovery	Dry Pond 1	267.7575	6.10
14-Day Recovery	Dry Pond 1	268.0075	6.10
14-Day Recovery	Dry Pond 1	268.2575	6.10
14-Day Recovery	Dry Pond 1	268.5075	6.10
14-Day Recovery	Dry Pond 1	268.7575	6.10
14-Day Recovery	Dry Pond 1	269.0075	6.10
14-Day Recovery	Dry Pond 1	269.2575	6.10
14-Day Recovery	Dry Pond 1	269.5075	6.10
14-Day Recovery	Dry Pond 1	269.7575	6.10
14-Day Recovery	Dry Pond 1	270.0075	6.10
14-Day Recovery	Dry Pond 1	270.2575	6.10
14-Day Recovery	Dry Pond 1	270.5075	6.10
14-Day Recovery	Dry Pond 1	270.7575	6.10
14-Day Recovery	Dry Pond 1	271.0075	6.10
14-Day Recovery	Dry Pond 1	271.2575	6.10
14-Day Recovery	Dry Pond 1	271.5075	6.10
14-Day Recovery	Dry Pond 1	271.7575	6.10
14-Day Recovery	Dry Pond 1	272.0075	6.10
14-Day Recovery	Dry Pond 1	272.2575	6.10
14-Day Recovery	Dry Pond 1	272.5075	6.10
14-Day Recovery	Dry Pond 1	272.7575	6.10

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	Dry Pond 1	273.0075	6.10
14-Day Recovery	Dry Pond 1	273.2575	6.10
14-Day Recovery	Dry Pond 1	273.5075	6.10
14-Day Recovery	Dry Pond 1	273.7575	6.10
14-Day Recovery	Dry Pond 1	274.0075	6.10
14-Day Recovery	Dry Pond 1	274.2575	6.10
14-Day Recovery	Dry Pond 1	274.5075	6.10
14-Day Recovery	Dry Pond 1	274.7575	6.10
14-Day Recovery	Dry Pond 1	275.0075	6.10
14-Day Recovery	Dry Pond 1	275.2575	6.10
14-Day Recovery	Dry Pond 1	275.5075	6.10
14-Day Recovery	Dry Pond 1	275.7575	6.10
14-Day Recovery	Dry Pond 1	276.0075	6.10
14-Day Recovery	Dry Pond 1	276.2575	6.10
14-Day Recovery	Dry Pond 1	276.5075	6.10
14-Day Recovery	Dry Pond 1	276.7575	6.10
14-Day Recovery	Dry Pond 1	277.0075	6.10
14-Day Recovery	Dry Pond 1	277.2575	6.10
14-Day Recovery	Dry Pond 1	277.5075	6.10
14-Day Recovery	Dry Pond 1	277.7575	6.10
14-Day Recovery	Dry Pond 1	278.0075	6.10
14-Day Recovery	Dry Pond 1	278.2575	6.10
14-Day Recovery	Dry Pond 1	278.5075	6.10
14-Day Recovery	Dry Pond 1	278.7575	6.10
14-Day Recovery	Dry Pond 1	279.0075	6.10
14-Day Recovery	Dry Pond 1	279.2575	6.10
14-Day Recovery	Dry Pond 1	279.5075	6.10
14-Day Recovery	Dry Pond 1	279.7575	6.10
14-Day Recovery	Dry Pond 1	280.0075	6.10
14-Day Recovery	Dry Pond 1	280.2575	6.10
14-Day Recovery	Dry Pond 1	280.5075	6.10
14-Day Recovery	Dry Pond 1	280.7575	6.10
14-Day Recovery	Dry Pond 1	281.0075	6.10
14-Day Recovery	Dry Pond 1	281.2575	6.10
14-Day Recovery	Dry Pond 1	281.5075	6.10
14-Day Recovery	Dry Pond 1	281.7575	6.10
14-Day Recovery	Dry Pond 1	282.0075	6.10
14-Day Recovery	Dry Pond 1	282.2575	6.10
14-Day Recovery	Dry Pond 1	282.5075	6.10
14-Day Recovery	Dry Pond 1	282.7575	6.10
14-Day Recovery	Dry Pond 1	283.0075	6.10
14-Day Recovery	Dry Pond 1	283.2575	6.10

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	Dry Pond 1	283.5075	6.10
14-Day Recovery	Dry Pond 1	283.7575	6.10
14-Day Recovery	Dry Pond 1	284.0075	6.10
14-Day Recovery	Dry Pond 1	284.2575	6.10
14-Day Recovery	Dry Pond 1	284.5075	6.10
14-Day Recovery	Dry Pond 1	284.7575	6.10
14-Day Recovery	Dry Pond 1	285.0075	6.10
14-Day Recovery	Dry Pond 1	285.2575	6.10
14-Day Recovery	Dry Pond 1	285.5075	6.10
14-Day Recovery	Dry Pond 1	285.7575	6.10
14-Day Recovery	Dry Pond 1	286.0075	6.10
14-Day Recovery	Dry Pond 1	286.2575	6.10
14-Day Recovery	Dry Pond 1	286.5075	6.10
14-Day Recovery	Dry Pond 1	286.7575	6.10
14-Day Recovery	Dry Pond 1	287.0075	6.10
14-Day Recovery	Dry Pond 1	287.2575	6.10
14-Day Recovery	Dry Pond 1	287.5075	6.10
14-Day Recovery	Dry Pond 1	287.7575	6.10
14-Day Recovery	Dry Pond 1	288.0075	6.10
14-Day Recovery	Dry Pond 1	288.2575	6.10
14-Day Recovery	Dry Pond 1	288.5075	6.10
14-Day Recovery	Dry Pond 1	288.7575	6.10
14-Day Recovery	Dry Pond 1	289.0075	6.10
14-Day Recovery	Dry Pond 1	289.2575	6.10
14-Day Recovery	Dry Pond 1	289.5075	6.10
14-Day Recovery	Dry Pond 1	289.7575	6.10
14-Day Recovery	Dry Pond 1	290.0075	6.10
14-Day Recovery	Dry Pond 1	290.2575	6.10
14-Day Recovery	Dry Pond 1	290.5075	6.10
14-Day Recovery	Dry Pond 1	290.7575	6.10
14-Day Recovery	Dry Pond 1	291.0075	6.10
14-Day Recovery	Dry Pond 1	291.2575	6.10
14-Day Recovery	Dry Pond 1	291.5075	6.10
14-Day Recovery	Dry Pond 1	291.7575	6.10
14-Day Recovery	Dry Pond 1	292.0075	6.10
14-Day Recovery	Dry Pond 1	292.2575	6.10
14-Day Recovery	Dry Pond 1	292.5075	6.10
14-Day Recovery	Dry Pond 1	292.7575	6.10
14-Day Recovery	Dry Pond 1	293.0075	6.10
14-Day Recovery	Dry Pond 1	293.2575	6.10
14-Day Recovery	Dry Pond 1	293.5075	6.10
14-Day Recovery	Dry Pond 1	293.7575	6.10

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	Dry Pond 1	294.0075	6.10
14-Day Recovery	Dry Pond 1	294.2575	6.10
14-Day Recovery	Dry Pond 1	294.5075	6.10
14-Day Recovery	Dry Pond 1	294.7575	6.10
14-Day Recovery	Dry Pond 1	295.0075	6.10
14-Day Recovery	Dry Pond 1	295.2575	6.10
14-Day Recovery	Dry Pond 1	295.5075	6.10
14-Day Recovery	Dry Pond 1	295.7575	6.10
14-Day Recovery	Dry Pond 1	296.0075	6.10
14-Day Recovery	Dry Pond 1	296.2575	6.10
14-Day Recovery	Dry Pond 1	296.5075	6.10
14-Day Recovery	Dry Pond 1	296.7575	6.10
14-Day Recovery	Dry Pond 1	297.0075	6.10
14-Day Recovery	Dry Pond 1	297.2575	6.10
14-Day Recovery	Dry Pond 1	297.5075	6.10
14-Day Recovery	Dry Pond 1	297.7575	6.10
14-Day Recovery	Dry Pond 1	298.0075	6.10
14-Day Recovery	Dry Pond 1	298.2575	6.10
14-Day Recovery	Dry Pond 1	298.5075	6.10
14-Day Recovery	Dry Pond 1	298.7575	6.10
14-Day Recovery	Dry Pond 1	299.0075	6.10
14-Day Recovery	Dry Pond 1	299.2575	6.10
14-Day Recovery	Dry Pond 1	299.5075	6.10
14-Day Recovery	Dry Pond 1	299.7575	6.10
14-Day Recovery	Dry Pond 1	300.0075	6.10
14-Day Recovery	Dry Pond 1	300.2575	6.10
14-Day Recovery	Dry Pond 1	300.5075	6.10
14-Day Recovery	Dry Pond 1	300.7575	6.10
14-Day Recovery	Dry Pond 1	301.0075	6.10
14-Day Recovery	Dry Pond 1	301.2575	6.10
14-Day Recovery	Dry Pond 1	301.5075	6.10
14-Day Recovery	Dry Pond 1	301.7575	6.10
14-Day Recovery	Dry Pond 1	302.0075	6.10
14-Day Recovery	Dry Pond 1	302.2575	6.10
14-Day Recovery	Dry Pond 1	302.5075	6.10
14-Day Recovery	Dry Pond 1	302.7575	6.10
14-Day Recovery	Dry Pond 1	303.0075	6.10
14-Day Recovery	Dry Pond 1	303.2575	6.10
14-Day Recovery	Dry Pond 1	303.5075	6.10
14-Day Recovery	Dry Pond 1	303.7575	6.10
14-Day Recovery	Dry Pond 1	304.0075	6.10
14-Day Recovery	Dry Pond 1	304.2575	6.10

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	Dry Pond 1	304.5075	6.10
14-Day Recovery	Dry Pond 1	304.7575	6.10
14-Day Recovery	Dry Pond 1	305.0075	6.10
14-Day Recovery	Dry Pond 1	305.2575	6.10
14-Day Recovery	Dry Pond 1	305.5075	6.10
14-Day Recovery	Dry Pond 1	305.7575	6.10
14-Day Recovery	Dry Pond 1	306.0075	6.10
14-Day Recovery	Dry Pond 1	306.2575	6.10
14-Day Recovery	Dry Pond 1	306.5075	6.10
14-Day Recovery	Dry Pond 1	306.7575	6.10
14-Day Recovery	Dry Pond 1	307.0075	6.10
14-Day Recovery	Dry Pond 1	307.2575	6.10
14-Day Recovery	Dry Pond 1	307.5075	6.10
14-Day Recovery	Dry Pond 1	307.7575	6.10
14-Day Recovery	Dry Pond 1	308.0075	6.10
14-Day Recovery	Dry Pond 1	308.2575	6.10
14-Day Recovery	Dry Pond 1	308.5075	6.10
14-Day Recovery	Dry Pond 1	308.7575	6.10
14-Day Recovery	Dry Pond 1	309.0075	6.10
14-Day Recovery	Dry Pond 1	309.2575	6.10
14-Day Recovery	Dry Pond 1	309.5075	6.10
14-Day Recovery	Dry Pond 1	309.7575	6.10
14-Day Recovery	Dry Pond 1	310.0075	6.10
14-Day Recovery	Dry Pond 1	310.2575	6.10
14-Day Recovery	Dry Pond 1	310.5075	6.10
14-Day Recovery	Dry Pond 1	310.7575	6.10
14-Day Recovery	Dry Pond 1	311.0075	6.10
14-Day Recovery	Dry Pond 1	311.2575	6.10
14-Day Recovery	Dry Pond 1	311.5075	6.10
14-Day Recovery	Dry Pond 1	311.7575	6.10
14-Day Recovery	Dry Pond 1	312.0075	6.10
14-Day Recovery	Dry Pond 1	312.2575	6.10
14-Day Recovery	Dry Pond 1	312.5075	6.10
14-Day Recovery	Dry Pond 1	312.7575	6.10
14-Day Recovery	Dry Pond 1	313.0075	6.10
14-Day Recovery	Dry Pond 1	313.2575	6.10
14-Day Recovery	Dry Pond 1	313.5075	6.10
14-Day Recovery	Dry Pond 1	313.7575	6.10
14-Day Recovery	Dry Pond 1	314.0075	6.10
14-Day Recovery	Dry Pond 1	314.2575	6.10
14-Day Recovery	Dry Pond 1	314.5075	6.10
14-Day Recovery	Dry Pond 1	314.7575	6.10

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	Dry Pond 1	315.0075	6.10
14-Day Recovery	Dry Pond 1	315.2575	6.10
14-Day Recovery	Dry Pond 1	315.5075	6.10
14-Day Recovery	Dry Pond 1	315.7575	6.10
14-Day Recovery	Dry Pond 1	316.0075	6.10
14-Day Recovery	Dry Pond 1	316.2575	6.10
14-Day Recovery	Dry Pond 1	316.5075	6.10
14-Day Recovery	Dry Pond 1	316.7575	6.10
14-Day Recovery	Dry Pond 1	317.0075	6.10
14-Day Recovery	Dry Pond 1	317.2575	6.10
14-Day Recovery	Dry Pond 1	317.5075	6.10
14-Day Recovery	Dry Pond 1	317.7575	6.10
14-Day Recovery	Dry Pond 1	318.0075	6.10
14-Day Recovery	Dry Pond 1	318.2575	6.10
14-Day Recovery	Dry Pond 1	318.5075	6.10
14-Day Recovery	Dry Pond 1	318.7575	6.10
14-Day Recovery	Dry Pond 1	319.0075	6.10
14-Day Recovery	Dry Pond 1	319.2575	6.10
14-Day Recovery	Dry Pond 1	319.5075	6.10
14-Day Recovery	Dry Pond 1	319.7575	6.10
14-Day Recovery	Dry Pond 1	320.0075	6.10
14-Day Recovery	Dry Pond 1	320.2575	6.10
14-Day Recovery	Dry Pond 1	320.5075	6.10
14-Day Recovery	Dry Pond 1	320.7575	6.10
14-Day Recovery	Dry Pond 1	321.0075	6.10
14-Day Recovery	Dry Pond 1	321.2575	6.10
14-Day Recovery	Dry Pond 1	321.5075	6.10
14-Day Recovery	Dry Pond 1	321.7575	6.10
14-Day Recovery	Dry Pond 1	322.0075	6.10
14-Day Recovery	Dry Pond 1	322.2575	6.10
14-Day Recovery	Dry Pond 1	322.5075	6.10
14-Day Recovery	Dry Pond 1	322.7575	6.10
14-Day Recovery	Dry Pond 1	323.0075	6.10
14-Day Recovery	Dry Pond 1	323.2575	6.10
14-Day Recovery	Dry Pond 1	323.5075	6.10
14-Day Recovery	Dry Pond 1	323.7575	6.10
14-Day Recovery	Dry Pond 1	324.0075	6.10
14-Day Recovery	Dry Pond 1	324.2575	6.10
14-Day Recovery	Dry Pond 1	324.5075	6.10
14-Day Recovery	Dry Pond 1	324.7575	6.10
14-Day Recovery	Dry Pond 1	325.0075	6.10
14-Day Recovery	Dry Pond 1	325.2575	6.10

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	Dry Pond 1	325.5075	6.10
14-Day Recovery	Dry Pond 1	325.7575	6.10
14-Day Recovery	Dry Pond 1	326.0075	6.10
14-Day Recovery	Dry Pond 1	326.2575	6.10
14-Day Recovery	Dry Pond 1	326.5075	6.10
14-Day Recovery	Dry Pond 1	326.7575	6.10
14-Day Recovery	Dry Pond 1	327.0075	6.10
14-Day Recovery	Dry Pond 1	327.2575	6.10
14-Day Recovery	Dry Pond 1	327.5075	6.10
14-Day Recovery	Dry Pond 1	327.7575	6.10
14-Day Recovery	Dry Pond 1	328.0075	6.10
14-Day Recovery	Dry Pond 1	328.2575	6.10
14-Day Recovery	Dry Pond 1	328.5075	6.10
14-Day Recovery	Dry Pond 1	328.7575	6.10
14-Day Recovery	Dry Pond 1	329.0075	6.10
14-Day Recovery	Dry Pond 1	329.2575	6.10
14-Day Recovery	Dry Pond 1	329.5075	6.10
14-Day Recovery	Dry Pond 1	329.7575	6.10
14-Day Recovery	Dry Pond 1	330.0075	6.10
14-Day Recovery	Dry Pond 1	330.2575	6.10
14-Day Recovery	Dry Pond 1	330.5075	6.10
14-Day Recovery	Dry Pond 1	330.7575	6.10
14-Day Recovery	Dry Pond 1	331.0075	6.10
14-Day Recovery	Dry Pond 1	331.2575	6.10
14-Day Recovery	Dry Pond 1	331.5075	6.10
14-Day Recovery	Dry Pond 1	331.7575	6.10
14-Day Recovery	Dry Pond 1	332.0075	6.10
14-Day Recovery	Dry Pond 1	332.2575	6.10
14-Day Recovery	Dry Pond 1	332.5075	6.10
14-Day Recovery	Dry Pond 1	332.7575	6.10
14-Day Recovery	Dry Pond 1	333.0075	6.10
14-Day Recovery	Dry Pond 1	333.2575	6.10
14-Day Recovery	Dry Pond 1	333.5075	6.10
14-Day Recovery	Dry Pond 1	333.7575	6.10
14-Day Recovery	Dry Pond 1	334.0075	6.10
14-Day Recovery	Dry Pond 1	334.2575	6.10
14-Day Recovery	Dry Pond 1	334.5075	6.10
14-Day Recovery	Dry Pond 1	334.7575	6.10
14-Day Recovery	Dry Pond 1	335.0075	6.10
14-Day Recovery	Dry Pond 1	335.2575	6.10
14-Day Recovery	Dry Pond 1	335.5075	6.10
14-Day Recovery	Dry Pond 1	335.7575	6.10

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	Dry Pond 1	336.0075	6.10
14-Day Recovery	SWM 1	0.0000	8.52
14-Day Recovery	SWM 1	0.2504	8.25
14-Day Recovery	SWM 1	0.5002	8.08
14-Day Recovery	SWM 1	0.7501	7.98
14-Day Recovery	SWM 1	1.0033	7.91
14-Day Recovery	SWM 1	1.2503	7.86
14-Day Recovery	SWM 1	1.5026	7.83
14-Day Recovery	SWM 1	1.7551	7.80
14-Day Recovery	SWM 1	2.0051	7.78
14-Day Recovery	SWM 1	2.2551	7.76
14-Day Recovery	SWM 1	2.5051	7.74
14-Day Recovery	SWM 1	2.7551	7.72
14-Day Recovery	SWM 1	3.0051	7.70
14-Day Recovery	SWM 1	3.2551	7.68
14-Day Recovery	SWM 1	3.5051	7.66
14-Day Recovery	SWM 1	3.7551	7.65
14-Day Recovery	SWM 1	4.0051	7.63
14-Day Recovery	SWM 1	4.2551	7.62
14-Day Recovery	SWM 1	4.5051	7.60
14-Day Recovery	SWM 1	4.7551	7.59
14-Day Recovery	SWM 1	5.0051	7.57
14-Day Recovery	SWM 1	5.2551	7.56
14-Day Recovery	SWM 1	5.5051	7.54
14-Day Recovery	SWM 1	5.7551	7.53
14-Day Recovery	SWM 1	6.0051	7.52
14-Day Recovery	SWM 1	6.2551	7.50
14-Day Recovery	SWM 1	6.5051	7.49
14-Day Recovery	SWM 1	6.7551	7.48
14-Day Recovery	SWM 1	7.0051	7.46
14-Day Recovery	SWM 1	7.2551	7.45
14-Day Recovery	SWM 1	7.5051	7.44
14-Day Recovery	SWM 1	7.7551	7.43
14-Day Recovery	SWM 1	8.0051	7.42
14-Day Recovery	SWM 1	8.2551	7.41
14-Day Recovery	SWM 1	8.5051	7.39
14-Day Recovery	SWM 1	8.7551	7.38
14-Day Recovery	SWM 1	9.0051	7.37
14-Day Recovery	SWM 1	9.2551	7.36
14-Day Recovery	SWM 1	9.5051	7.35
14-Day Recovery	SWM 1	9.7551	7.34
14-Day Recovery	SWM 1	10.0051	7.33

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	SWM 1	10.2551	7.32
14-Day Recovery	SWM 1	10.5051	7.31
14-Day Recovery	SWM 1	10.7551	7.30
14-Day Recovery	SWM 1	11.0051	7.29
14-Day Recovery	SWM 1	11.2551	7.28
14-Day Recovery	SWM 1	11.5051	7.27
14-Day Recovery	SWM 1	11.7551	7.26
14-Day Recovery	SWM 1	12.0051	7.25
14-Day Recovery	SWM 1	12.2551	7.24
14-Day Recovery	SWM 1	12.5051	7.23
14-Day Recovery	SWM 1	12.7551	7.22
14-Day Recovery	SWM 1	13.0051	7.21
14-Day Recovery	SWM 1	13.2551	7.20
14-Day Recovery	SWM 1	13.5051	7.19
14-Day Recovery	SWM 1	13.7551	7.18
14-Day Recovery	SWM 1	14.0051	7.17
14-Day Recovery	SWM 1	14.2551	7.17
14-Day Recovery	SWM 1	14.5051	7.16
14-Day Recovery	SWM 1	14.7551	7.15
14-Day Recovery	SWM 1	15.0051	7.14
14-Day Recovery	SWM 1	15.2551	7.13
14-Day Recovery	SWM 1	15.5051	7.12
14-Day Recovery	SWM 1	15.7551	7.11
14-Day Recovery	SWM 1	16.0051	7.10
14-Day Recovery	SWM 1	16.2551	7.10
14-Day Recovery	SWM 1	16.5051	7.09
14-Day Recovery	SWM 1	16.7551	7.08
14-Day Recovery	SWM 1	17.0051	7.07
14-Day Recovery	SWM 1	17.2551	7.06
14-Day Recovery	SWM 1	17.5051	7.06
14-Day Recovery	SWM 1	17.7551	7.05
14-Day Recovery	SWM 1	18.0051	7.04
14-Day Recovery	SWM 1	18.2510	7.03
14-Day Recovery	SWM 1	18.5008	7.03
14-Day Recovery	SWM 1	18.7511	7.02
14-Day Recovery	SWM 1	19.0016	7.01
14-Day Recovery	SWM 1	19.2513	7.01
14-Day Recovery	SWM 1	19.5003	7.00
14-Day Recovery	SWM 1	19.7508	7.00
14-Day Recovery	SWM 1	20.0023	6.99
14-Day Recovery	SWM 1	20.2514	6.99
14-Day Recovery	SWM 1	20.5021	6.98

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	SWM 1	20.7505	6.98
14-Day Recovery	SWM 1	21.0011	6.98
14-Day Recovery	SWM 1	21.2526	6.97
14-Day Recovery	SWM 1	21.5018	6.97
14-Day Recovery	SWM 1	21.7525	6.96
14-Day Recovery	SWM 1	22.0065	6.96
14-Day Recovery	SWM 1	22.2575	6.96
14-Day Recovery	SWM 1	22.5075	6.95
14-Day Recovery	SWM 1	22.7575	6.95
14-Day Recovery	SWM 1	23.0075	6.95
14-Day Recovery	SWM 1	23.2575	6.94
14-Day Recovery	SWM 1	23.5075	6.94
14-Day Recovery	SWM 1	23.7575	6.94
14-Day Recovery	SWM 1	24.0075	6.93
14-Day Recovery	SWM 1	24.2575	6.93
14-Day Recovery	SWM 1	24.5075	6.93
14-Day Recovery	SWM 1	24.7575	6.92
14-Day Recovery	SWM 1	25.0075	6.92
14-Day Recovery	SWM 1	25.2575	6.92
14-Day Recovery	SWM 1	25.5075	6.91
14-Day Recovery	SWM 1	25.7575	6.91
14-Day Recovery	SWM 1	26.0075	6.91
14-Day Recovery	SWM 1	26.2575	6.90
14-Day Recovery	SWM 1	26.5075	6.90
14-Day Recovery	SWM 1	26.7575	6.90
14-Day Recovery	SWM 1	27.0075	6.89
14-Day Recovery	SWM 1	27.2575	6.89
14-Day Recovery	SWM 1	27.5075	6.89
14-Day Recovery	SWM 1	27.7575	6.89
14-Day Recovery	SWM 1	28.0075	6.88
14-Day Recovery	SWM 1	28.2575	6.88
14-Day Recovery	SWM 1	28.5075	6.88
14-Day Recovery	SWM 1	28.7575	6.87
14-Day Recovery	SWM 1	29.0075	6.87
14-Day Recovery	SWM 1	29.2575	6.87
14-Day Recovery	SWM 1	29.5075	6.86
14-Day Recovery	SWM 1	29.7575	6.86
14-Day Recovery	SWM 1	30.0075	6.86
14-Day Recovery	SWM 1	30.2575	6.86
14-Day Recovery	SWM 1	30.5075	6.85
14-Day Recovery	SWM 1	30.7575	6.85
14-Day Recovery	SWM 1	31.0075	6.85

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	SWM 1	31.2575	6.84
14-Day Recovery	SWM 1	31.5075	6.84
14-Day Recovery	SWM 1	31.7575	6.84
14-Day Recovery	SWM 1	32.0075	6.84
14-Day Recovery	SWM 1	32.2575	6.83
14-Day Recovery	SWM 1	32.5075	6.83
14-Day Recovery	SWM 1	32.7575	6.83
14-Day Recovery	SWM 1	33.0075	6.82
14-Day Recovery	SWM 1	33.2575	6.82
14-Day Recovery	SWM 1	33.5075	6.82
14-Day Recovery	SWM 1	33.7575	6.82
14-Day Recovery	SWM 1	34.0075	6.81
14-Day Recovery	SWM 1	34.2575	6.81
14-Day Recovery	SWM 1	34.5075	6.81
14-Day Recovery	SWM 1	34.7575	6.81
14-Day Recovery	SWM 1	35.0075	6.80
14-Day Recovery	SWM 1	35.2575	6.80
14-Day Recovery	SWM 1	35.5075	6.80
14-Day Recovery	SWM 1	35.7575	6.80
14-Day Recovery	SWM 1	36.0075	6.79
14-Day Recovery	SWM 1	36.2575	6.79
14-Day Recovery	SWM 1	36.5075	6.79
14-Day Recovery	SWM 1	36.7575	6.78
14-Day Recovery	SWM 1	37.0075	6.78
14-Day Recovery	SWM 1	37.2575	6.78
14-Day Recovery	SWM 1	37.5075	6.78
14-Day Recovery	SWM 1	37.7575	6.77
14-Day Recovery	SWM 1	38.0075	6.77
14-Day Recovery	SWM 1	38.2575	6.77
14-Day Recovery	SWM 1	38.5075	6.77
14-Day Recovery	SWM 1	38.7575	6.76
14-Day Recovery	SWM 1	39.0075	6.76
14-Day Recovery	SWM 1	39.2575	6.76
14-Day Recovery	SWM 1	39.5075	6.76
14-Day Recovery	SWM 1	39.7575	6.76
14-Day Recovery	SWM 1	40.0075	6.75
14-Day Recovery	SWM 1	40.2575	6.75
14-Day Recovery	SWM 1	40.5075	6.75
14-Day Recovery	SWM 1	40.7575	6.75
14-Day Recovery	SWM 1	41.0075	6.74
14-Day Recovery	SWM 1	41.2575	6.74
14-Day Recovery	SWM 1	41.5075	6.74

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	SWM 1	41.7575	6.74
14-Day Recovery	SWM 1	42.0075	6.73
14-Day Recovery	SWM 1	42.2575	6.73
14-Day Recovery	SWM 1	42.5075	6.73
14-Day Recovery	SWM 1	42.7575	6.73
14-Day Recovery	SWM 1	43.0075	6.72
14-Day Recovery	SWM 1	43.2575	6.72
14-Day Recovery	SWM 1	43.5075	6.72
14-Day Recovery	SWM 1	43.7575	6.72
14-Day Recovery	SWM 1	44.0075	6.72
14-Day Recovery	SWM 1	44.2575	6.71
14-Day Recovery	SWM 1	44.5075	6.71
14-Day Recovery	SWM 1	44.7575	6.71
14-Day Recovery	SWM 1	45.0075	6.71
14-Day Recovery	SWM 1	45.2575	6.70
14-Day Recovery	SWM 1	45.5075	6.70
14-Day Recovery	SWM 1	45.7575	6.70
14-Day Recovery	SWM 1	46.0075	6.70
14-Day Recovery	SWM 1	46.2575	6.70
14-Day Recovery	SWM 1	46.5075	6.69
14-Day Recovery	SWM 1	46.7575	6.69
14-Day Recovery	SWM 1	47.0075	6.69
14-Day Recovery	SWM 1	47.2575	6.69
14-Day Recovery	SWM 1	47.5075	6.68
14-Day Recovery	SWM 1	47.7575	6.68
14-Day Recovery	SWM 1	48.0075	6.68
14-Day Recovery	SWM 1	48.2575	6.68
14-Day Recovery	SWM 1	48.5075	6.68
14-Day Recovery	SWM 1	48.7575	6.67
14-Day Recovery	SWM 1	49.0075	6.67
14-Day Recovery	SWM 1	49.2575	6.67
14-Day Recovery	SWM 1	49.5075	6.67
14-Day Recovery	SWM 1	49.7575	6.67
14-Day Recovery	SWM 1	50.0075	6.66
14-Day Recovery	SWM 1	50.2575	6.66
14-Day Recovery	SWM 1	50.5075	6.66
14-Day Recovery	SWM 1	50.7575	6.66
14-Day Recovery	SWM 1	51.0075	6.66
14-Day Recovery	SWM 1	51.2575	6.65
14-Day Recovery	SWM 1	51.5075	6.65
14-Day Recovery	SWM 1	51.7575	6.65
14-Day Recovery	SWM 1	52.0075	6.65

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	SWM 1	52.2575	6.65
14-Day Recovery	SWM 1	52.5075	6.64
14-Day Recovery	SWM 1	52.7575	6.64
14-Day Recovery	SWM 1	53.0075	6.64
14-Day Recovery	SWM 1	53.2575	6.64
14-Day Recovery	SWM 1	53.5075	6.64
14-Day Recovery	SWM 1	53.7575	6.63
14-Day Recovery	SWM 1	54.0075	6.63
14-Day Recovery	SWM 1	54.2575	6.63
14-Day Recovery	SWM 1	54.5075	6.63
14-Day Recovery	SWM 1	54.7575	6.63
14-Day Recovery	SWM 1	55.0075	6.62
14-Day Recovery	SWM 1	55.2575	6.62
14-Day Recovery	SWM 1	55.5075	6.62
14-Day Recovery	SWM 1	55.7575	6.62
14-Day Recovery	SWM 1	56.0075	6.62
14-Day Recovery	SWM 1	56.2575	6.61
14-Day Recovery	SWM 1	56.5075	6.61
14-Day Recovery	SWM 1	56.7575	6.61
14-Day Recovery	SWM 1	57.0075	6.61
14-Day Recovery	SWM 1	57.2575	6.61
14-Day Recovery	SWM 1	57.5075	6.61
14-Day Recovery	SWM 1	57.7575	6.60
14-Day Recovery	SWM 1	58.0075	6.60
14-Day Recovery	SWM 1	58.2575	6.60
14-Day Recovery	SWM 1	58.5075	6.60
14-Day Recovery	SWM 1	58.7575	6.60
14-Day Recovery	SWM 1	59.0075	6.59
14-Day Recovery	SWM 1	59.2575	6.59
14-Day Recovery	SWM 1	59.5075	6.59
14-Day Recovery	SWM 1	59.7575	6.59
14-Day Recovery	SWM 1	60.0075	6.59
14-Day Recovery	SWM 1	60.2575	6.59
14-Day Recovery	SWM 1	60.5075	6.58
14-Day Recovery	SWM 1	60.7575	6.58
14-Day Recovery	SWM 1	61.0075	6.58
14-Day Recovery	SWM 1	61.2575	6.58
14-Day Recovery	SWM 1	61.5075	6.58
14-Day Recovery	SWM 1	61.7575	6.57
14-Day Recovery	SWM 1	62.0075	6.57
14-Day Recovery	SWM 1	62.2575	6.57
14-Day Recovery	SWM 1	62.5075	6.57

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	SWM 1	62.7575	6.57
14-Day Recovery	SWM 1	63.0075	6.57
14-Day Recovery	SWM 1	63.2575	6.56
14-Day Recovery	SWM 1	63.5075	6.56
14-Day Recovery	SWM 1	63.7575	6.56
14-Day Recovery	SWM 1	64.0075	6.56
14-Day Recovery	SWM 1	64.2575	6.56
14-Day Recovery	SWM 1	64.5075	6.56
14-Day Recovery	SWM 1	64.7575	6.55
14-Day Recovery	SWM 1	65.0075	6.55
14-Day Recovery	SWM 1	65.2575	6.55
14-Day Recovery	SWM 1	65.5075	6.55
14-Day Recovery	SWM 1	65.7575	6.55
14-Day Recovery	SWM 1	66.0075	6.55
14-Day Recovery	SWM 1	66.2575	6.54
14-Day Recovery	SWM 1	66.5075	6.54
14-Day Recovery	SWM 1	66.7575	6.54
14-Day Recovery	SWM 1	67.0075	6.54
14-Day Recovery	SWM 1	67.2575	6.54
14-Day Recovery	SWM 1	67.5075	6.54
14-Day Recovery	SWM 1	67.7575	6.53
14-Day Recovery	SWM 1	68.0075	6.53
14-Day Recovery	SWM 1	68.2575	6.53
14-Day Recovery	SWM 1	68.5075	6.53
14-Day Recovery	SWM 1	68.7575	6.53
14-Day Recovery	SWM 1	69.0075	6.53
14-Day Recovery	SWM 1	69.2575	6.52
14-Day Recovery	SWM 1	69.5075	6.52
14-Day Recovery	SWM 1	69.7575	6.52
14-Day Recovery	SWM 1	70.0075	6.52
14-Day Recovery	SWM 1	70.2575	6.52
14-Day Recovery	SWM 1	70.5075	6.52
14-Day Recovery	SWM 1	70.7575	6.52
14-Day Recovery	SWM 1	71.0075	6.51
14-Day Recovery	SWM 1	71.2575	6.51
14-Day Recovery	SWM 1	71.5075	6.51
14-Day Recovery	SWM 1	71.7575	6.51
14-Day Recovery	SWM 1	72.0075	6.51
14-Day Recovery	SWM 1	72.2575	6.51
14-Day Recovery	SWM 1	72.5075	6.50
14-Day Recovery	SWM 1	72.7575	6.50
14-Day Recovery	SWM 1	73.0075	6.50

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	SWM 1	73.2575	6.50
14-Day Recovery	SWM 1	73.5075	6.50
14-Day Recovery	SWM 1	73.7575	6.50
14-Day Recovery	SWM 1	74.0075	6.50
14-Day Recovery	SWM 1	74.2575	6.49
14-Day Recovery	SWM 1	74.5075	6.49
14-Day Recovery	SWM 1	74.7575	6.49
14-Day Recovery	SWM 1	75.0075	6.49
14-Day Recovery	SWM 1	75.2575	6.49
14-Day Recovery	SWM 1	75.5075	6.49
14-Day Recovery	SWM 1	75.7575	6.49
14-Day Recovery	SWM 1	76.0075	6.48
14-Day Recovery	SWM 1	76.2575	6.48
14-Day Recovery	SWM 1	76.5075	6.48
14-Day Recovery	SWM 1	76.7575	6.48
14-Day Recovery	SWM 1	77.0075	6.48
14-Day Recovery	SWM 1	77.2575	6.48
14-Day Recovery	SWM 1	77.5075	6.47
14-Day Recovery	SWM 1	77.7575	6.47
14-Day Recovery	SWM 1	78.0075	6.47
14-Day Recovery	SWM 1	78.2575	6.47
14-Day Recovery	SWM 1	78.5075	6.47
14-Day Recovery	SWM 1	78.7575	6.47
14-Day Recovery	SWM 1	79.0075	6.47
14-Day Recovery	SWM 1	79.2575	6.46
14-Day Recovery	SWM 1	79.5075	6.46
14-Day Recovery	SWM 1	79.7575	6.46
14-Day Recovery	SWM 1	80.0075	6.46
14-Day Recovery	SWM 1	80.2575	6.46
14-Day Recovery	SWM 1	80.5075	6.46
14-Day Recovery	SWM 1	80.7575	6.46
14-Day Recovery	SWM 1	81.0075	6.46
14-Day Recovery	SWM 1	81.2575	6.45
14-Day Recovery	SWM 1	81.5075	6.45
14-Day Recovery	SWM 1	81.7575	6.45
14-Day Recovery	SWM 1	82.0075	6.45
14-Day Recovery	SWM 1	82.2575	6.45
14-Day Recovery	SWM 1	82.5075	6.45
14-Day Recovery	SWM 1	82.7575	6.45
14-Day Recovery	SWM 1	83.0075	6.44
14-Day Recovery	SWM 1	83.2575	6.44
14-Day Recovery	SWM 1	83.5075	6.44

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	SWM 1	83.7575	6.44
14-Day Recovery	SWM 1	84.0075	6.44
14-Day Recovery	SWM 1	84.2575	6.44
14-Day Recovery	SWM 1	84.5075	6.44
14-Day Recovery	SWM 1	84.7575	6.43
14-Day Recovery	SWM 1	85.0075	6.43
14-Day Recovery	SWM 1	85.2575	6.43
14-Day Recovery	SWM 1	85.5075	6.43
14-Day Recovery	SWM 1	85.7575	6.43
14-Day Recovery	SWM 1	86.0075	6.43
14-Day Recovery	SWM 1	86.2575	6.43
14-Day Recovery	SWM 1	86.5075	6.43
14-Day Recovery	SWM 1	86.7575	6.42
14-Day Recovery	SWM 1	87.0075	6.42
14-Day Recovery	SWM 1	87.2575	6.42
14-Day Recovery	SWM 1	87.5075	6.42
14-Day Recovery	SWM 1	87.7575	6.42
14-Day Recovery	SWM 1	88.0075	6.42
14-Day Recovery	SWM 1	88.2575	6.42
14-Day Recovery	SWM 1	88.5075	6.41
14-Day Recovery	SWM 1	88.7575	6.41
14-Day Recovery	SWM 1	89.0075	6.41
14-Day Recovery	SWM 1	89.2575	6.41
14-Day Recovery	SWM 1	89.5075	6.41
14-Day Recovery	SWM 1	89.7575	6.41
14-Day Recovery	SWM 1	90.0075	6.41
14-Day Recovery	SWM 1	90.2575	6.41
14-Day Recovery	SWM 1	90.5075	6.40
14-Day Recovery	SWM 1	90.7575	6.40
14-Day Recovery	SWM 1	91.0075	6.40
14-Day Recovery	SWM 1	91.2575	6.40
14-Day Recovery	SWM 1	91.5075	6.40
14-Day Recovery	SWM 1	91.7575	6.40
14-Day Recovery	SWM 1	92.0075	6.40
14-Day Recovery	SWM 1	92.2575	6.40
14-Day Recovery	SWM 1	92.5075	6.39
14-Day Recovery	SWM 1	92.7575	6.39
14-Day Recovery	SWM 1	93.0075	6.39
14-Day Recovery	SWM 1	93.2575	6.39
14-Day Recovery	SWM 1	93.5075	6.39
14-Day Recovery	SWM 1	93.7575	6.39
14-Day Recovery	SWM 1	94.0075	6.39

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	SWM 1	94.2575	6.39
14-Day Recovery	SWM 1	94.5075	6.38
14-Day Recovery	SWM 1	94.7575	6.38
14-Day Recovery	SWM 1	95.0075	6.38
14-Day Recovery	SWM 1	95.2575	6.38
14-Day Recovery	SWM 1	95.5075	6.38
14-Day Recovery	SWM 1	95.7575	6.38
14-Day Recovery	SWM 1	96.0075	6.38
14-Day Recovery	SWM 1	96.2575	6.38
14-Day Recovery	SWM 1	96.5075	6.37
14-Day Recovery	SWM 1	96.7575	6.37
14-Day Recovery	SWM 1	97.0075	6.37
14-Day Recovery	SWM 1	97.2575	6.37
14-Day Recovery	SWM 1	97.5075	6.37
14-Day Recovery	SWM 1	97.7575	6.37
14-Day Recovery	SWM 1	98.0075	6.37
14-Day Recovery	SWM 1	98.2575	6.37
14-Day Recovery	SWM 1	98.5075	6.37
14-Day Recovery	SWM 1	98.7575	6.36
14-Day Recovery	SWM 1	99.0075	6.36
14-Day Recovery	SWM 1	99.2575	6.36
14-Day Recovery	SWM 1	99.5075	6.36
14-Day Recovery	SWM 1	99.7575	6.36
14-Day Recovery	SWM 1	100.0075	6.36
14-Day Recovery	SWM 1	100.2575	6.36
14-Day Recovery	SWM 1	100.5075	6.36
14-Day Recovery	SWM 1	100.7575	6.35
14-Day Recovery	SWM 1	101.0075	6.35
14-Day Recovery	SWM 1	101.2575	6.35
14-Day Recovery	SWM 1	101.5075	6.35
14-Day Recovery	SWM 1	101.7575	6.35
14-Day Recovery	SWM 1	102.0075	6.35
14-Day Recovery	SWM 1	102.2575	6.35
14-Day Recovery	SWM 1	102.5075	6.35
14-Day Recovery	SWM 1	102.7575	6.35
14-Day Recovery	SWM 1	103.0075	6.34
14-Day Recovery	SWM 1	103.2575	6.34
14-Day Recovery	SWM 1	103.5075	6.34
14-Day Recovery	SWM 1	103.7575	6.34
14-Day Recovery	SWM 1	104.0075	6.34
14-Day Recovery	SWM 1	104.2575	6.34
14-Day Recovery	SWM 1	104.5075	6.34

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	SWM 1	104.7575	6.34
14-Day Recovery	SWM 1	105.0075	6.34
14-Day Recovery	SWM 1	105.2575	6.33
14-Day Recovery	SWM 1	105.5075	6.33
14-Day Recovery	SWM 1	105.7575	6.33
14-Day Recovery	SWM 1	106.0075	6.33
14-Day Recovery	SWM 1	106.2575	6.33
14-Day Recovery	SWM 1	106.5075	6.33
14-Day Recovery	SWM 1	106.7575	6.33
14-Day Recovery	SWM 1	107.0075	6.33
14-Day Recovery	SWM 1	107.2575	6.33
14-Day Recovery	SWM 1	107.5075	6.32
14-Day Recovery	SWM 1	107.7575	6.32
14-Day Recovery	SWM 1	108.0075	6.32
14-Day Recovery	SWM 1	108.2575	6.32
14-Day Recovery	SWM 1	108.5075	6.32
14-Day Recovery	SWM 1	108.7575	6.32
14-Day Recovery	SWM 1	109.0075	6.32
14-Day Recovery	SWM 1	109.2575	6.32
14-Day Recovery	SWM 1	109.5075	6.32
14-Day Recovery	SWM 1	109.7575	6.32
14-Day Recovery	SWM 1	110.0075	6.31
14-Day Recovery	SWM 1	110.2575	6.31
14-Day Recovery	SWM 1	110.5075	6.31
14-Day Recovery	SWM 1	110.7575	6.31
14-Day Recovery	SWM 1	111.0075	6.31
14-Day Recovery	SWM 1	111.2575	6.31
14-Day Recovery	SWM 1	111.5075	6.31
14-Day Recovery	SWM 1	111.7575	6.31
14-Day Recovery	SWM 1	112.0075	6.31
14-Day Recovery	SWM 1	112.2575	6.30
14-Day Recovery	SWM 1	112.5075	6.30
14-Day Recovery	SWM 1	112.7575	6.30
14-Day Recovery	SWM 1	113.0075	6.30
14-Day Recovery	SWM 1	113.2575	6.30
14-Day Recovery	SWM 1	113.5075	6.30
14-Day Recovery	SWM 1	113.7575	6.30
14-Day Recovery	SWM 1	114.0075	6.30
14-Day Recovery	SWM 1	114.2575	6.30
14-Day Recovery	SWM 1	114.5075	6.30
14-Day Recovery	SWM 1	114.7575	6.29
14-Day Recovery	SWM 1	115.0075	6.29

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	SWM 1	115.2575	6.29
14-Day Recovery	SWM 1	115.5075	6.29
14-Day Recovery	SWM 1	115.7575	6.29
14-Day Recovery	SWM 1	116.0075	6.29
14-Day Recovery	SWM 1	116.2575	6.29
14-Day Recovery	SWM 1	116.5075	6.29
14-Day Recovery	SWM 1	116.7575	6.29
14-Day Recovery	SWM 1	117.0075	6.29
14-Day Recovery	SWM 1	117.2575	6.28
14-Day Recovery	SWM 1	117.5075	6.28
14-Day Recovery	SWM 1	117.7575	6.28
14-Day Recovery	SWM 1	118.0075	6.28
14-Day Recovery	SWM 1	118.2575	6.28
14-Day Recovery	SWM 1	118.5075	6.28
14-Day Recovery	SWM 1	118.7575	6.28
14-Day Recovery	SWM 1	119.0075	6.28
14-Day Recovery	SWM 1	119.2575	6.28
14-Day Recovery	SWM 1	119.5075	6.28
14-Day Recovery	SWM 1	119.7575	6.27
14-Day Recovery	SWM 1	120.0075	6.27
14-Day Recovery	SWM 1	120.2575	6.27
14-Day Recovery	SWM 1	120.5075	6.27
14-Day Recovery	SWM 1	120.7575	6.27
14-Day Recovery	SWM 1	121.0075	6.27
14-Day Recovery	SWM 1	121.2575	6.27
14-Day Recovery	SWM 1	121.5075	6.27
14-Day Recovery	SWM 1	121.7575	6.27
14-Day Recovery	SWM 1	122.0075	6.27
14-Day Recovery	SWM 1	122.2575	6.26
14-Day Recovery	SWM 1	122.5075	6.26
14-Day Recovery	SWM 1	122.7575	6.26
14-Day Recovery	SWM 1	123.0075	6.26
14-Day Recovery	SWM 1	123.2575	6.26
14-Day Recovery	SWM 1	123.5075	6.26
14-Day Recovery	SWM 1	123.7575	6.26
14-Day Recovery	SWM 1	124.0075	6.26
14-Day Recovery	SWM 1	124.2575	6.26
14-Day Recovery	SWM 1	124.5075	6.26
14-Day Recovery	SWM 1	124.7575	6.26
14-Day Recovery	SWM 1	125.0075	6.25
14-Day Recovery	SWM 1	125.2575	6.25
14-Day Recovery	SWM 1	125.5075	6.25

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	SWM 1	125.7575	6.25
14-Day Recovery	SWM 1	126.0075	6.25
14-Day Recovery	SWM 1	126.2575	6.25
14-Day Recovery	SWM 1	126.5075	6.25
14-Day Recovery	SWM 1	126.7575	6.25
14-Day Recovery	SWM 1	127.0075	6.25
14-Day Recovery	SWM 1	127.2575	6.25
14-Day Recovery	SWM 1	127.5075	6.24
14-Day Recovery	SWM 1	127.7575	6.24
14-Day Recovery	SWM 1	128.0075	6.24
14-Day Recovery	SWM 1	128.2575	6.24
14-Day Recovery	SWM 1	128.5075	6.24
14-Day Recovery	SWM 1	128.7575	6.24
14-Day Recovery	SWM 1	129.0075	6.24
14-Day Recovery	SWM 1	129.2575	6.24
14-Day Recovery	SWM 1	129.5075	6.24
14-Day Recovery	SWM 1	129.7575	6.24
14-Day Recovery	SWM 1	130.0075	6.24
14-Day Recovery	SWM 1	130.2575	6.23
14-Day Recovery	SWM 1	130.5075	6.23
14-Day Recovery	SWM 1	130.7575	6.23
14-Day Recovery	SWM 1	131.0075	6.23
14-Day Recovery	SWM 1	131.2575	6.23
14-Day Recovery	SWM 1	131.5075	6.23
14-Day Recovery	SWM 1	131.7575	6.23
14-Day Recovery	SWM 1	132.0075	6.23
14-Day Recovery	SWM 1	132.2575	6.23
14-Day Recovery	SWM 1	132.5075	6.23
14-Day Recovery	SWM 1	132.7575	6.23
14-Day Recovery	SWM 1	133.0075	6.23
14-Day Recovery	SWM 1	133.2575	6.22
14-Day Recovery	SWM 1	133.5075	6.22
14-Day Recovery	SWM 1	133.7575	6.22
14-Day Recovery	SWM 1	134.0075	6.22
14-Day Recovery	SWM 1	134.2575	6.22
14-Day Recovery	SWM 1	134.5075	6.22
14-Day Recovery	SWM 1	134.7575	6.22
14-Day Recovery	SWM 1	135.0075	6.22
14-Day Recovery	SWM 1	135.2575	6.22
14-Day Recovery	SWM 1	135.5075	6.22
14-Day Recovery	SWM 1	135.7575	6.22
14-Day Recovery	SWM 1	136.0075	6.21

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	SWM 1	136.2575	6.21
14-Day Recovery	SWM 1	136.5075	6.21
14-Day Recovery	SWM 1	136.7575	6.21
14-Day Recovery	SWM 1	137.0075	6.21
14-Day Recovery	SWM 1	137.2575	6.21
14-Day Recovery	SWM 1	137.5075	6.21
14-Day Recovery	SWM 1	137.7575	6.21
14-Day Recovery	SWM 1	138.0075	6.21
14-Day Recovery	SWM 1	138.2575	6.21
14-Day Recovery	SWM 1	138.5075	6.21
14-Day Recovery	SWM 1	138.7575	6.21
14-Day Recovery	SWM 1	139.0075	6.20
14-Day Recovery	SWM 1	139.2575	6.20
14-Day Recovery	SWM 1	139.5075	6.20
14-Day Recovery	SWM 1	139.7575	6.20
14-Day Recovery	SWM 1	140.0075	6.20
14-Day Recovery	SWM 1	140.2575	6.20
14-Day Recovery	SWM 1	140.5075	6.20
14-Day Recovery	SWM 1	140.7575	6.20
14-Day Recovery	SWM 1	141.0075	6.20
14-Day Recovery	SWM 1	141.2575	6.20
14-Day Recovery	SWM 1	141.5075	6.20
14-Day Recovery	SWM 1	141.7575	6.19
14-Day Recovery	SWM 1	142.0075	6.19
14-Day Recovery	SWM 1	142.2575	6.19
14-Day Recovery	SWM 1	142.5075	6.19
14-Day Recovery	SWM 1	142.7575	6.19
14-Day Recovery	SWM 1	143.0075	6.19
14-Day Recovery	SWM 1	143.2575	6.19
14-Day Recovery	SWM 1	143.5075	6.19
14-Day Recovery	SWM 1	143.7575	6.19
14-Day Recovery	SWM 1	144.0075	6.19
14-Day Recovery	SWM 1	144.2575	6.19
14-Day Recovery	SWM 1	144.5075	6.19
14-Day Recovery	SWM 1	144.7575	6.19
14-Day Recovery	SWM 1	145.0075	6.18
14-Day Recovery	SWM 1	145.2575	6.18
14-Day Recovery	SWM 1	145.5075	6.18
14-Day Recovery	SWM 1	145.7575	6.18
14-Day Recovery	SWM 1	146.0075	6.18
14-Day Recovery	SWM 1	146.2575	6.18
14-Day Recovery	SWM 1	146.5075	6.18

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	SWM 1	146.7575	6.18
14-Day Recovery	SWM 1	147.0075	6.18
14-Day Recovery	SWM 1	147.2575	6.18
14-Day Recovery	SWM 1	147.5075	6.18
14-Day Recovery	SWM 1	147.7575	6.18
14-Day Recovery	SWM 1	148.0075	6.17
14-Day Recovery	SWM 1	148.2575	6.17
14-Day Recovery	SWM 1	148.5075	6.17
14-Day Recovery	SWM 1	148.7575	6.17
14-Day Recovery	SWM 1	149.0075	6.17
14-Day Recovery	SWM 1	149.2575	6.17
14-Day Recovery	SWM 1	149.5075	6.17
14-Day Recovery	SWM 1	149.7575	6.17
14-Day Recovery	SWM 1	150.0075	6.17
14-Day Recovery	SWM 1	150.2575	6.17
14-Day Recovery	SWM 1	150.5075	6.17
14-Day Recovery	SWM 1	150.7575	6.17
14-Day Recovery	SWM 1	151.0075	6.16
14-Day Recovery	SWM 1	151.2575	6.16
14-Day Recovery	SWM 1	151.5075	6.16
14-Day Recovery	SWM 1	151.7575	6.16
14-Day Recovery	SWM 1	152.0075	6.16
14-Day Recovery	SWM 1	152.2575	6.16
14-Day Recovery	SWM 1	152.5075	6.16
14-Day Recovery	SWM 1	152.7575	6.16
14-Day Recovery	SWM 1	153.0075	6.16
14-Day Recovery	SWM 1	153.2575	6.16
14-Day Recovery	SWM 1	153.5075	6.16
14-Day Recovery	SWM 1	153.7575	6.16
14-Day Recovery	SWM 1	154.0075	6.16
14-Day Recovery	SWM 1	154.2575	6.15
14-Day Recovery	SWM 1	154.5075	6.15
14-Day Recovery	SWM 1	154.7575	6.15
14-Day Recovery	SWM 1	155.0075	6.15
14-Day Recovery	SWM 1	155.2575	6.15
14-Day Recovery	SWM 1	155.5075	6.15
14-Day Recovery	SWM 1	155.7575	6.15
14-Day Recovery	SWM 1	156.0075	6.15
14-Day Recovery	SWM 1	156.2575	6.15
14-Day Recovery	SWM 1	156.5075	6.15
14-Day Recovery	SWM 1	156.7575	6.15
14-Day Recovery	SWM 1	157.0075	6.15

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	SWM 1	157.2575	6.15
14-Day Recovery	SWM 1	157.5075	6.14
14-Day Recovery	SWM 1	157.7575	6.14
14-Day Recovery	SWM 1	158.0075	6.14
14-Day Recovery	SWM 1	158.2575	6.14
14-Day Recovery	SWM 1	158.5075	6.14
14-Day Recovery	SWM 1	158.7575	6.14
14-Day Recovery	SWM 1	159.0075	6.14
14-Day Recovery	SWM 1	159.2575	6.14
14-Day Recovery	SWM 1	159.5075	6.14
14-Day Recovery	SWM 1	159.7575	6.14
14-Day Recovery	SWM 1	160.0075	6.14
14-Day Recovery	SWM 1	160.2575	6.14
14-Day Recovery	SWM 1	160.5075	6.14
14-Day Recovery	SWM 1	160.7575	6.13
14-Day Recovery	SWM 1	161.0075	6.13
14-Day Recovery	SWM 1	161.2575	6.13
14-Day Recovery	SWM 1	161.5075	6.13
14-Day Recovery	SWM 1	161.7575	6.13
14-Day Recovery	SWM 1	162.0075	6.13
14-Day Recovery	SWM 1	162.2575	6.13
14-Day Recovery	SWM 1	162.5075	6.13
14-Day Recovery	SWM 1	162.7575	6.13
14-Day Recovery	SWM 1	163.0075	6.13
14-Day Recovery	SWM 1	163.2575	6.13
14-Day Recovery	SWM 1	163.5075	6.13
14-Day Recovery	SWM 1	163.7575	6.13
14-Day Recovery	SWM 1	164.0075	6.12
14-Day Recovery	SWM 1	164.2575	6.12
14-Day Recovery	SWM 1	164.5075	6.12
14-Day Recovery	SWM 1	164.7575	6.12
14-Day Recovery	SWM 1	165.0075	6.12
14-Day Recovery	SWM 1	165.2575	6.12
14-Day Recovery	SWM 1	165.5075	6.12
14-Day Recovery	SWM 1	165.7575	6.12
14-Day Recovery	SWM 1	166.0075	6.12
14-Day Recovery	SWM 1	166.2575	6.12
14-Day Recovery	SWM 1	166.5075	6.12
14-Day Recovery	SWM 1	166.7575	6.12
14-Day Recovery	SWM 1	167.0075	6.12
14-Day Recovery	SWM 1	167.2575	6.11
14-Day Recovery	SWM 1	167.5075	6.11

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	SWM 1	167.7575	6.11
14-Day Recovery	SWM 1	168.0075	6.11
14-Day Recovery	SWM 1	168.2575	6.11
14-Day Recovery	SWM 1	168.5075	6.11
14-Day Recovery	SWM 1	168.7575	6.11
14-Day Recovery	SWM 1	169.0075	6.11
14-Day Recovery	SWM 1	169.2575	6.11
14-Day Recovery	SWM 1	169.5075	6.11
14-Day Recovery	SWM 1	169.7575	6.11
14-Day Recovery	SWM 1	170.0075	6.11
14-Day Recovery	SWM 1	170.2575	6.11
14-Day Recovery	SWM 1	170.5075	6.11
14-Day Recovery	SWM 1	170.7575	6.10
14-Day Recovery	SWM 1	171.0075	6.10
14-Day Recovery	SWM 1	171.2575	6.10
14-Day Recovery	SWM 1	171.5075	6.10
14-Day Recovery	SWM 1	171.7575	6.10
14-Day Recovery	SWM 1	172.0075	6.10
14-Day Recovery	SWM 1	172.2575	6.10
14-Day Recovery	SWM 1	172.5075	6.10
14-Day Recovery	SWM 1	172.7575	6.10
14-Day Recovery	SWM 1	173.0075	6.10
14-Day Recovery	SWM 1	173.2575	6.10
14-Day Recovery	SWM 1	173.5075	6.10
14-Day Recovery	SWM 1	173.7575	6.10
14-Day Recovery	SWM 1	174.0075	6.09
14-Day Recovery	SWM 1	174.2575	6.09
14-Day Recovery	SWM 1	174.5075	6.09
14-Day Recovery	SWM 1	174.7575	6.09
14-Day Recovery	SWM 1	175.0075	6.09
14-Day Recovery	SWM 1	175.2575	6.09
14-Day Recovery	SWM 1	175.5075	6.09
14-Day Recovery	SWM 1	175.7575	6.09
14-Day Recovery	SWM 1	176.0075	6.09
14-Day Recovery	SWM 1	176.2575	6.09
14-Day Recovery	SWM 1	176.5075	6.09
14-Day Recovery	SWM 1	176.7575	6.09
14-Day Recovery	SWM 1	177.0075	6.09
14-Day Recovery	SWM 1	177.2575	6.09
14-Day Recovery	SWM 1	177.5075	6.08
14-Day Recovery	SWM 1	177.7575	6.08
14-Day Recovery	SWM 1	178.0075	6.08

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	SWM 1	178.2575	6.08
14-Day Recovery	SWM 1	178.5075	6.08
14-Day Recovery	SWM 1	178.7575	6.08
14-Day Recovery	SWM 1	179.0075	6.08
14-Day Recovery	SWM 1	179.2575	6.08
14-Day Recovery	SWM 1	179.5075	6.08
14-Day Recovery	SWM 1	179.7575	6.08
14-Day Recovery	SWM 1	180.0075	6.08
14-Day Recovery	SWM 1	180.2575	6.08
14-Day Recovery	SWM 1	180.5075	6.08
14-Day Recovery	SWM 1	180.7575	6.08
14-Day Recovery	SWM 1	181.0075	6.07
14-Day Recovery	SWM 1	181.2575	6.07
14-Day Recovery	SWM 1	181.5075	6.07
14-Day Recovery	SWM 1	181.7575	6.07
14-Day Recovery	SWM 1	182.0075	6.07
14-Day Recovery	SWM 1	182.2575	6.07
14-Day Recovery	SWM 1	182.5075	6.07
14-Day Recovery	SWM 1	182.7575	6.07
14-Day Recovery	SWM 1	183.0075	6.07
14-Day Recovery	SWM 1	183.2575	6.07
14-Day Recovery	SWM 1	183.5075	6.07
14-Day Recovery	SWM 1	183.7575	6.07
14-Day Recovery	SWM 1	184.0075	6.07
14-Day Recovery	SWM 1	184.2575	6.07
14-Day Recovery	SWM 1	184.5075	6.06
14-Day Recovery	SWM 1	184.7575	6.06
14-Day Recovery	SWM 1	185.0075	6.06
14-Day Recovery	SWM 1	185.2575	6.06
14-Day Recovery	SWM 1	185.5075	6.06
14-Day Recovery	SWM 1	185.7575	6.06
14-Day Recovery	SWM 1	186.0075	6.06
14-Day Recovery	SWM 1	186.2575	6.06
14-Day Recovery	SWM 1	186.5075	6.06
14-Day Recovery	SWM 1	186.7575	6.06
14-Day Recovery	SWM 1	187.0075	6.06
14-Day Recovery	SWM 1	187.2575	6.06
14-Day Recovery	SWM 1	187.5075	6.06
14-Day Recovery	SWM 1	187.7575	6.06
14-Day Recovery	SWM 1	188.0075	6.06
14-Day Recovery	SWM 1	188.2575	6.05
14-Day Recovery	SWM 1	188.5075	6.05

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	SWM 1	188.7575	6.05
14-Day Recovery	SWM 1	189.0075	6.05
14-Day Recovery	SWM 1	189.2575	6.05
14-Day Recovery	SWM 1	189.5075	6.05
14-Day Recovery	SWM 1	189.7575	6.05
14-Day Recovery	SWM 1	190.0075	6.05
14-Day Recovery	SWM 1	190.2575	6.05
14-Day Recovery	SWM 1	190.5075	6.05
14-Day Recovery	SWM 1	190.7575	6.05
14-Day Recovery	SWM 1	191.0075	6.05
14-Day Recovery	SWM 1	191.2575	6.05
14-Day Recovery	SWM 1	191.5075	6.05
14-Day Recovery	SWM 1	191.7575	6.04
14-Day Recovery	SWM 1	192.0075	6.04
14-Day Recovery	SWM 1	192.2575	6.04
14-Day Recovery	SWM 1	192.5075	6.04
14-Day Recovery	SWM 1	192.7575	6.04
14-Day Recovery	SWM 1	193.0075	6.04
14-Day Recovery	SWM 1	193.2575	6.04
14-Day Recovery	SWM 1	193.5075	6.04
14-Day Recovery	SWM 1	193.7575	6.04
14-Day Recovery	SWM 1	194.0075	6.04
14-Day Recovery	SWM 1	194.2575	6.04
14-Day Recovery	SWM 1	194.5075	6.04
14-Day Recovery	SWM 1	194.7575	6.04
14-Day Recovery	SWM 1	195.0075	6.04
14-Day Recovery	SWM 1	195.2575	6.04
14-Day Recovery	SWM 1	195.5075	6.03
14-Day Recovery	SWM 1	195.7575	6.03
14-Day Recovery	SWM 1	196.0075	6.03
14-Day Recovery	SWM 1	196.2575	6.03
14-Day Recovery	SWM 1	196.5075	6.03
14-Day Recovery	SWM 1	196.7575	6.03
14-Day Recovery	SWM 1	197.0075	6.03
14-Day Recovery	SWM 1	197.2575	6.03
14-Day Recovery	SWM 1	197.5075	6.03
14-Day Recovery	SWM 1	197.7575	6.03
14-Day Recovery	SWM 1	198.0075	6.03
14-Day Recovery	SWM 1	198.2575	6.03
14-Day Recovery	SWM 1	198.5075	6.03
14-Day Recovery	SWM 1	198.7575	6.03
14-Day Recovery	SWM 1	199.0075	6.03

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	SWM 1	199.2575	6.03
14-Day Recovery	SWM 1	199.5075	6.02
14-Day Recovery	SWM 1	199.7575	6.02
14-Day Recovery	SWM 1	200.0075	6.02
14-Day Recovery	SWM 1	200.2575	6.02
14-Day Recovery	SWM 1	200.5075	6.02
14-Day Recovery	SWM 1	200.7575	6.02
14-Day Recovery	SWM 1	201.0075	6.02
14-Day Recovery	SWM 1	201.2575	6.02
14-Day Recovery	SWM 1	201.5075	6.02
14-Day Recovery	SWM 1	201.7575	6.02
14-Day Recovery	SWM 1	202.0075	6.02
14-Day Recovery	SWM 1	202.2575	6.02
14-Day Recovery	SWM 1	202.5075	6.02
14-Day Recovery	SWM 1	202.7575	6.02
14-Day Recovery	SWM 1	203.0075	6.02
14-Day Recovery	SWM 1	203.2575	6.01
14-Day Recovery	SWM 1	203.5075	6.01
14-Day Recovery	SWM 1	203.7575	6.01
14-Day Recovery	SWM 1	204.0075	6.01
14-Day Recovery	SWM 1	204.2575	6.01
14-Day Recovery	SWM 1	204.5075	6.01
14-Day Recovery	SWM 1	204.7575	6.01
14-Day Recovery	SWM 1	205.0075	6.01
14-Day Recovery	SWM 1	205.2575	6.01
14-Day Recovery	SWM 1	205.5075	6.01
14-Day Recovery	SWM 1	205.7575	6.01
14-Day Recovery	SWM 1	206.0075	6.01
14-Day Recovery	SWM 1	206.2575	6.01
14-Day Recovery	SWM 1	206.5075	6.01
14-Day Recovery	SWM 1	206.7575	6.01
14-Day Recovery	SWM 1	207.0075	6.01
14-Day Recovery	SWM 1	207.2575	6.00
14-Day Recovery	SWM 1	207.5075	6.00
14-Day Recovery	SWM 1	207.7575	6.00
14-Day Recovery	SWM 1	208.0075	6.00
14-Day Recovery	SWM 1	208.2575	6.00
14-Day Recovery	SWM 1	208.5075	6.00
14-Day Recovery	SWM 1	208.7575	6.00
14-Day Recovery	SWM 1	209.0075	6.00
14-Day Recovery	SWM 1	209.2575	6.00
14-Day Recovery	SWM 1	209.5075	6.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	SWM 1	209.7575	6.00
14-Day Recovery	SWM 1	210.0075	6.00
14-Day Recovery	SWM 1	210.2575	6.00
14-Day Recovery	SWM 1	210.5075	6.00
14-Day Recovery	SWM 1	210.7575	6.00
14-Day Recovery	SWM 1	211.0075	6.00
14-Day Recovery	SWM 1	211.2575	6.00
14-Day Recovery	SWM 1	211.5075	6.00
14-Day Recovery	SWM 1	211.7575	6.00
14-Day Recovery	SWM 1	212.0075	6.00
14-Day Recovery	SWM 1	212.2575	6.00
14-Day Recovery	SWM 1	212.5075	6.00
14-Day Recovery	SWM 1	212.7575	6.00
14-Day Recovery	SWM 1	213.0075	6.00
14-Day Recovery	SWM 1	213.2575	6.00
14-Day Recovery	SWM 1	213.5075	6.00
14-Day Recovery	SWM 1	213.7575	6.00
14-Day Recovery	SWM 1	214.0075	6.00
14-Day Recovery	SWM 1	214.2575	6.00
14-Day Recovery	SWM 1	214.5075	6.00
14-Day Recovery	SWM 1	214.7575	6.00
14-Day Recovery	SWM 1	215.0075	6.00
14-Day Recovery	SWM 1	215.2575	6.00
14-Day Recovery	SWM 1	215.5075	6.00
14-Day Recovery	SWM 1	215.7575	6.00
14-Day Recovery	SWM 1	216.0075	6.00
14-Day Recovery	SWM 1	216.2575	6.00
14-Day Recovery	SWM 1	216.5075	6.00
14-Day Recovery	SWM 1	216.7575	6.00
14-Day Recovery	SWM 1	217.0075	6.00
14-Day Recovery	SWM 1	217.2575	6.00
14-Day Recovery	SWM 1	217.5075	6.00
14-Day Recovery	SWM 1	217.7575	6.00
14-Day Recovery	SWM 1	218.0075	6.00
14-Day Recovery	SWM 1	218.2575	6.00
14-Day Recovery	SWM 1	218.5075	6.00
14-Day Recovery	SWM 1	218.7575	6.00
14-Day Recovery	SWM 1	219.0075	6.00
14-Day Recovery	SWM 1	219.2575	6.00
14-Day Recovery	SWM 1	219.5075	6.00
14-Day Recovery	SWM 1	219.7575	6.00
14-Day Recovery	SWM 1	220.0075	6.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	SWM 1	220.2575	6.00
14-Day Recovery	SWM 1	220.5075	6.00
14-Day Recovery	SWM 1	220.7575	6.00
14-Day Recovery	SWM 1	221.0075	6.00
14-Day Recovery	SWM 1	221.2575	6.00
14-Day Recovery	SWM 1	221.5075	6.00
14-Day Recovery	SWM 1	221.7575	6.00
14-Day Recovery	SWM 1	222.0075	6.00
14-Day Recovery	SWM 1	222.2575	6.00
14-Day Recovery	SWM 1	222.5075	6.00
14-Day Recovery	SWM 1	222.7575	6.00
14-Day Recovery	SWM 1	223.0075	6.00
14-Day Recovery	SWM 1	223.2575	6.00
14-Day Recovery	SWM 1	223.5075	6.00
14-Day Recovery	SWM 1	223.7575	6.00
14-Day Recovery	SWM 1	224.0075	6.00
14-Day Recovery	SWM 1	224.2575	6.00
14-Day Recovery	SWM 1	224.5075	6.00
14-Day Recovery	SWM 1	224.7575	6.00
14-Day Recovery	SWM 1	225.0075	6.00
14-Day Recovery	SWM 1	225.2575	6.00
14-Day Recovery	SWM 1	225.5075	6.00
14-Day Recovery	SWM 1	225.7575	6.00
14-Day Recovery	SWM 1	226.0075	6.00
14-Day Recovery	SWM 1	226.2575	6.00
14-Day Recovery	SWM 1	226.5075	6.00
14-Day Recovery	SWM 1	226.7575	6.00
14-Day Recovery	SWM 1	227.0075	6.00
14-Day Recovery	SWM 1	227.2575	6.00
14-Day Recovery	SWM 1	227.5075	6.00
14-Day Recovery	SWM 1	227.7575	6.00
14-Day Recovery	SWM 1	228.0075	6.00
14-Day Recovery	SWM 1	228.2575	6.00
14-Day Recovery	SWM 1	228.5075	6.00
14-Day Recovery	SWM 1	228.7575	6.00
14-Day Recovery	SWM 1	229.0075	6.00
14-Day Recovery	SWM 1	229.2575	6.00
14-Day Recovery	SWM 1	229.5075	6.00
14-Day Recovery	SWM 1	229.7575	6.00
14-Day Recovery	SWM 1	230.0075	6.00
14-Day Recovery	SWM 1	230.2575	6.00
14-Day Recovery	SWM 1	230.5075	6.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	SWM 1	230.7575	6.00
14-Day Recovery	SWM 1	231.0075	6.00
14-Day Recovery	SWM 1	231.2575	6.00
14-Day Recovery	SWM 1	231.5075	6.00
14-Day Recovery	SWM 1	231.7575	6.00
14-Day Recovery	SWM 1	232.0075	6.00
14-Day Recovery	SWM 1	232.2575	6.00
14-Day Recovery	SWM 1	232.5075	6.00
14-Day Recovery	SWM 1	232.7575	6.00
14-Day Recovery	SWM 1	233.0075	6.00
14-Day Recovery	SWM 1	233.2575	6.00
14-Day Recovery	SWM 1	233.5075	6.00
14-Day Recovery	SWM 1	233.7575	6.00
14-Day Recovery	SWM 1	234.0075	6.00
14-Day Recovery	SWM 1	234.2575	6.00
14-Day Recovery	SWM 1	234.5075	6.00
14-Day Recovery	SWM 1	234.7575	6.00
14-Day Recovery	SWM 1	235.0075	6.00
14-Day Recovery	SWM 1	235.2575	6.00
14-Day Recovery	SWM 1	235.5075	6.00
14-Day Recovery	SWM 1	235.7575	6.00
14-Day Recovery	SWM 1	236.0075	6.00
14-Day Recovery	SWM 1	236.2575	6.00
14-Day Recovery	SWM 1	236.5075	6.00
14-Day Recovery	SWM 1	236.7575	6.00
14-Day Recovery	SWM 1	237.0075	6.00
14-Day Recovery	SWM 1	237.2575	6.00
14-Day Recovery	SWM 1	237.5075	6.00
14-Day Recovery	SWM 1	237.7575	6.00
14-Day Recovery	SWM 1	238.0075	6.00
14-Day Recovery	SWM 1	238.2575	6.00
14-Day Recovery	SWM 1	238.5075	6.00
14-Day Recovery	SWM 1	238.7575	6.00
14-Day Recovery	SWM 1	239.0075	6.00
14-Day Recovery	SWM 1	239.2575	6.00
14-Day Recovery	SWM 1	239.5075	6.00
14-Day Recovery	SWM 1	239.7575	6.00
14-Day Recovery	SWM 1	240.0075	6.00
14-Day Recovery	SWM 1	240.2575	6.00
14-Day Recovery	SWM 1	240.5075	6.00
14-Day Recovery	SWM 1	240.7575	6.00
14-Day Recovery	SWM 1	241.0075	6.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	SWM 1	241.2575	6.00
14-Day Recovery	SWM 1	241.5075	6.00
14-Day Recovery	SWM 1	241.7575	6.00
14-Day Recovery	SWM 1	242.0075	6.00
14-Day Recovery	SWM 1	242.2575	6.00
14-Day Recovery	SWM 1	242.5075	6.00
14-Day Recovery	SWM 1	242.7575	6.00
14-Day Recovery	SWM 1	243.0075	6.00
14-Day Recovery	SWM 1	243.2575	6.00
14-Day Recovery	SWM 1	243.5075	6.00
14-Day Recovery	SWM 1	243.7575	6.00
14-Day Recovery	SWM 1	244.0075	6.00
14-Day Recovery	SWM 1	244.2575	6.00
14-Day Recovery	SWM 1	244.5075	6.00
14-Day Recovery	SWM 1	244.7575	6.00
14-Day Recovery	SWM 1	245.0075	6.00
14-Day Recovery	SWM 1	245.2575	6.00
14-Day Recovery	SWM 1	245.5075	6.00
14-Day Recovery	SWM 1	245.7575	6.00
14-Day Recovery	SWM 1	246.0075	6.00
14-Day Recovery	SWM 1	246.2575	6.00
14-Day Recovery	SWM 1	246.5075	6.00
14-Day Recovery	SWM 1	246.7575	6.00
14-Day Recovery	SWM 1	247.0075	6.00
14-Day Recovery	SWM 1	247.2575	6.00
14-Day Recovery	SWM 1	247.5075	6.00
14-Day Recovery	SWM 1	247.7575	6.00
14-Day Recovery	SWM 1	248.0075	6.00
14-Day Recovery	SWM 1	248.2575	6.00
14-Day Recovery	SWM 1	248.5075	6.00
14-Day Recovery	SWM 1	248.7575	6.00
14-Day Recovery	SWM 1	249.0075	6.00
14-Day Recovery	SWM 1	249.2575	6.00
14-Day Recovery	SWM 1	249.5075	6.00
14-Day Recovery	SWM 1	249.7575	6.00
14-Day Recovery	SWM 1	250.0075	6.00
14-Day Recovery	SWM 1	250.2575	6.00
14-Day Recovery	SWM 1	250.5075	6.00
14-Day Recovery	SWM 1	250.7575	6.00
14-Day Recovery	SWM 1	251.0075	6.00
14-Day Recovery	SWM 1	251.2575	6.00
14-Day Recovery	SWM 1	251.5075	6.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	SWM 1	251.7575	6.00
14-Day Recovery	SWM 1	252.0075	6.00
14-Day Recovery	SWM 1	252.2575	6.00
14-Day Recovery	SWM 1	252.5075	6.00
14-Day Recovery	SWM 1	252.7575	6.00
14-Day Recovery	SWM 1	253.0075	6.00
14-Day Recovery	SWM 1	253.2575	6.00
14-Day Recovery	SWM 1	253.5075	6.00
14-Day Recovery	SWM 1	253.7575	6.00
14-Day Recovery	SWM 1	254.0075	6.00
14-Day Recovery	SWM 1	254.2575	6.00
14-Day Recovery	SWM 1	254.5075	6.00
14-Day Recovery	SWM 1	254.7575	6.00
14-Day Recovery	SWM 1	255.0075	6.00
14-Day Recovery	SWM 1	255.2575	6.00
14-Day Recovery	SWM 1	255.5075	6.00
14-Day Recovery	SWM 1	255.7575	6.00
14-Day Recovery	SWM 1	256.0075	6.00
14-Day Recovery	SWM 1	256.2575	6.00
14-Day Recovery	SWM 1	256.5075	6.00
14-Day Recovery	SWM 1	256.7575	6.00
14-Day Recovery	SWM 1	257.0075	6.00
14-Day Recovery	SWM 1	257.2575	6.00
14-Day Recovery	SWM 1	257.5075	6.00
14-Day Recovery	SWM 1	257.7575	6.00
14-Day Recovery	SWM 1	258.0075	6.00
14-Day Recovery	SWM 1	258.2575	6.00
14-Day Recovery	SWM 1	258.5075	6.00
14-Day Recovery	SWM 1	258.7575	6.00
14-Day Recovery	SWM 1	259.0075	6.00
14-Day Recovery	SWM 1	259.2575	6.00
14-Day Recovery	SWM 1	259.5075	6.00
14-Day Recovery	SWM 1	259.7575	6.00
14-Day Recovery	SWM 1	260.0075	6.00
14-Day Recovery	SWM 1	260.2575	6.00
14-Day Recovery	SWM 1	260.5075	6.00
14-Day Recovery	SWM 1	260.7575	6.00
14-Day Recovery	SWM 1	261.0075	6.00
14-Day Recovery	SWM 1	261.2575	6.00
14-Day Recovery	SWM 1	261.5075	6.00
14-Day Recovery	SWM 1	261.7575	6.00
14-Day Recovery	SWM 1	262.0075	6.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	SWM 1	262.2575	6.00
14-Day Recovery	SWM 1	262.5075	6.00
14-Day Recovery	SWM 1	262.7575	6.00
14-Day Recovery	SWM 1	263.0075	6.00
14-Day Recovery	SWM 1	263.2575	6.00
14-Day Recovery	SWM 1	263.5075	6.00
14-Day Recovery	SWM 1	263.7575	6.00
14-Day Recovery	SWM 1	264.0075	6.00
14-Day Recovery	SWM 1	264.2575	6.00
14-Day Recovery	SWM 1	264.5075	6.00
14-Day Recovery	SWM 1	264.7575	6.00
14-Day Recovery	SWM 1	265.0075	6.00
14-Day Recovery	SWM 1	265.2575	6.00
14-Day Recovery	SWM 1	265.5075	6.00
14-Day Recovery	SWM 1	265.7575	6.00
14-Day Recovery	SWM 1	266.0075	6.00
14-Day Recovery	SWM 1	266.2575	6.00
14-Day Recovery	SWM 1	266.5075	6.00
14-Day Recovery	SWM 1	266.7575	6.00
14-Day Recovery	SWM 1	267.0075	6.00
14-Day Recovery	SWM 1	267.2575	6.00
14-Day Recovery	SWM 1	267.5075	6.00
14-Day Recovery	SWM 1	267.7575	6.00
14-Day Recovery	SWM 1	268.0075	6.00
14-Day Recovery	SWM 1	268.2575	6.00
14-Day Recovery	SWM 1	268.5075	6.00
14-Day Recovery	SWM 1	268.7575	6.00
14-Day Recovery	SWM 1	269.0075	6.00
14-Day Recovery	SWM 1	269.2575	6.00
14-Day Recovery	SWM 1	269.5075	6.00
14-Day Recovery	SWM 1	269.7575	6.00
14-Day Recovery	SWM 1	270.0075	6.00
14-Day Recovery	SWM 1	270.2575	6.00
14-Day Recovery	SWM 1	270.5075	6.00
14-Day Recovery	SWM 1	270.7575	6.00
14-Day Recovery	SWM 1	271.0075	6.00
14-Day Recovery	SWM 1	271.2575	6.00
14-Day Recovery	SWM 1	271.5075	6.00
14-Day Recovery	SWM 1	271.7575	6.00
14-Day Recovery	SWM 1	272.0075	6.00
14-Day Recovery	SWM 1	272.2575	6.00
14-Day Recovery	SWM 1	272.5075	6.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	SWM 1	272.7575	6.00
14-Day Recovery	SWM 1	273.0075	6.00
14-Day Recovery	SWM 1	273.2575	6.00
14-Day Recovery	SWM 1	273.5075	6.00
14-Day Recovery	SWM 1	273.7575	6.00
14-Day Recovery	SWM 1	274.0075	6.00
14-Day Recovery	SWM 1	274.2575	6.00
14-Day Recovery	SWM 1	274.5075	6.00
14-Day Recovery	SWM 1	274.7575	6.00
14-Day Recovery	SWM 1	275.0075	6.00
14-Day Recovery	SWM 1	275.2575	6.00
14-Day Recovery	SWM 1	275.5075	6.00
14-Day Recovery	SWM 1	275.7575	6.00
14-Day Recovery	SWM 1	276.0075	6.00
14-Day Recovery	SWM 1	276.2575	6.00
14-Day Recovery	SWM 1	276.5075	6.00
14-Day Recovery	SWM 1	276.7575	6.00
14-Day Recovery	SWM 1	277.0075	6.00
14-Day Recovery	SWM 1	277.2575	6.00
14-Day Recovery	SWM 1	277.5075	6.00
14-Day Recovery	SWM 1	277.7575	6.00
14-Day Recovery	SWM 1	278.0075	6.00
14-Day Recovery	SWM 1	278.2575	6.00
14-Day Recovery	SWM 1	278.5075	6.00
14-Day Recovery	SWM 1	278.7575	6.00
14-Day Recovery	SWM 1	279.0075	6.00
14-Day Recovery	SWM 1	279.2575	6.00
14-Day Recovery	SWM 1	279.5075	6.00
14-Day Recovery	SWM 1	279.7575	6.00
14-Day Recovery	SWM 1	280.0075	6.00
14-Day Recovery	SWM 1	280.2575	6.00
14-Day Recovery	SWM 1	280.5075	6.00
14-Day Recovery	SWM 1	280.7575	6.00
14-Day Recovery	SWM 1	281.0075	6.00
14-Day Recovery	SWM 1	281.2575	6.00
14-Day Recovery	SWM 1	281.5075	6.00
14-Day Recovery	SWM 1	281.7575	6.00
14-Day Recovery	SWM 1	282.0075	6.00
14-Day Recovery	SWM 1	282.2575	6.00
14-Day Recovery	SWM 1	282.5075	6.00
14-Day Recovery	SWM 1	282.7575	6.00
14-Day Recovery	SWM 1	283.0075	6.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	SWM 1	283.2575	6.00
14-Day Recovery	SWM 1	283.5075	6.00
14-Day Recovery	SWM 1	283.7575	6.00
14-Day Recovery	SWM 1	284.0075	6.00
14-Day Recovery	SWM 1	284.2575	6.00
14-Day Recovery	SWM 1	284.5075	6.00
14-Day Recovery	SWM 1	284.7575	6.00
14-Day Recovery	SWM 1	285.0075	6.00
14-Day Recovery	SWM 1	285.2575	6.00
14-Day Recovery	SWM 1	285.5075	6.00
14-Day Recovery	SWM 1	285.7575	6.00
14-Day Recovery	SWM 1	286.0075	6.00
14-Day Recovery	SWM 1	286.2575	6.00
14-Day Recovery	SWM 1	286.5075	6.00
14-Day Recovery	SWM 1	286.7575	6.00
14-Day Recovery	SWM 1	287.0075	6.00
14-Day Recovery	SWM 1	287.2575	6.00
14-Day Recovery	SWM 1	287.5075	6.00
14-Day Recovery	SWM 1	287.7575	6.00
14-Day Recovery	SWM 1	288.0075	6.00
14-Day Recovery	SWM 1	288.2575	6.00
14-Day Recovery	SWM 1	288.5075	6.00
14-Day Recovery	SWM 1	288.7575	6.00
14-Day Recovery	SWM 1	289.0075	6.00
14-Day Recovery	SWM 1	289.2575	6.00
14-Day Recovery	SWM 1	289.5075	6.00
14-Day Recovery	SWM 1	289.7575	6.00
14-Day Recovery	SWM 1	290.0075	6.00
14-Day Recovery	SWM 1	290.2575	6.00
14-Day Recovery	SWM 1	290.5075	6.00
14-Day Recovery	SWM 1	290.7575	6.00
14-Day Recovery	SWM 1	291.0075	6.00
14-Day Recovery	SWM 1	291.2575	6.00
14-Day Recovery	SWM 1	291.5075	6.00
14-Day Recovery	SWM 1	291.7575	6.00
14-Day Recovery	SWM 1	292.0075	6.00
14-Day Recovery	SWM 1	292.2575	6.00
14-Day Recovery	SWM 1	292.5075	6.00
14-Day Recovery	SWM 1	292.7575	6.00
14-Day Recovery	SWM 1	293.0075	6.00
14-Day Recovery	SWM 1	293.2575	6.00
14-Day Recovery	SWM 1	293.5075	6.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	SWM 1	293.7575	6.00
14-Day Recovery	SWM 1	294.0075	6.00
14-Day Recovery	SWM 1	294.2575	6.00
14-Day Recovery	SWM 1	294.5075	6.00
14-Day Recovery	SWM 1	294.7575	6.00
14-Day Recovery	SWM 1	295.0075	6.00
14-Day Recovery	SWM 1	295.2575	6.00
14-Day Recovery	SWM 1	295.5075	6.00
14-Day Recovery	SWM 1	295.7575	6.00
14-Day Recovery	SWM 1	296.0075	6.00
14-Day Recovery	SWM 1	296.2575	6.00
14-Day Recovery	SWM 1	296.5075	6.00
14-Day Recovery	SWM 1	296.7575	6.00
14-Day Recovery	SWM 1	297.0075	6.00
14-Day Recovery	SWM 1	297.2575	6.00
14-Day Recovery	SWM 1	297.5075	6.00
14-Day Recovery	SWM 1	297.7575	6.00
14-Day Recovery	SWM 1	298.0075	6.00
14-Day Recovery	SWM 1	298.2575	6.00
14-Day Recovery	SWM 1	298.5075	6.00
14-Day Recovery	SWM 1	298.7575	6.00
14-Day Recovery	SWM 1	299.0075	6.00
14-Day Recovery	SWM 1	299.2575	6.00
14-Day Recovery	SWM 1	299.5075	6.00
14-Day Recovery	SWM 1	299.7575	6.00
14-Day Recovery	SWM 1	300.0075	6.00
14-Day Recovery	SWM 1	300.2575	6.00
14-Day Recovery	SWM 1	300.5075	6.00
14-Day Recovery	SWM 1	300.7575	6.00
14-Day Recovery	SWM 1	301.0075	6.00
14-Day Recovery	SWM 1	301.2575	6.00
14-Day Recovery	SWM 1	301.5075	6.00
14-Day Recovery	SWM 1	301.7575	6.00
14-Day Recovery	SWM 1	302.0075	6.00
14-Day Recovery	SWM 1	302.2575	6.00
14-Day Recovery	SWM 1	302.5075	6.00
14-Day Recovery	SWM 1	302.7575	6.00
14-Day Recovery	SWM 1	303.0075	6.00
14-Day Recovery	SWM 1	303.2575	6.00
14-Day Recovery	SWM 1	303.5075	6.00
14-Day Recovery	SWM 1	303.7575	6.00
14-Day Recovery	SWM 1	304.0075	6.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	SWM 1	304.2575	6.00
14-Day Recovery	SWM 1	304.5075	6.00
14-Day Recovery	SWM 1	304.7575	6.00
14-Day Recovery	SWM 1	305.0075	6.00
14-Day Recovery	SWM 1	305.2575	6.00
14-Day Recovery	SWM 1	305.5075	6.00
14-Day Recovery	SWM 1	305.7575	6.00
14-Day Recovery	SWM 1	306.0075	6.00
14-Day Recovery	SWM 1	306.2575	6.00
14-Day Recovery	SWM 1	306.5075	6.00
14-Day Recovery	SWM 1	306.7575	6.00
14-Day Recovery	SWM 1	307.0075	6.00
14-Day Recovery	SWM 1	307.2575	6.00
14-Day Recovery	SWM 1	307.5075	6.00
14-Day Recovery	SWM 1	307.7575	6.00
14-Day Recovery	SWM 1	308.0075	6.00
14-Day Recovery	SWM 1	308.2575	6.00
14-Day Recovery	SWM 1	308.5075	6.00
14-Day Recovery	SWM 1	308.7575	6.00
14-Day Recovery	SWM 1	309.0075	6.00
14-Day Recovery	SWM 1	309.2575	6.00
14-Day Recovery	SWM 1	309.5075	6.00
14-Day Recovery	SWM 1	309.7575	6.00
14-Day Recovery	SWM 1	310.0075	6.00
14-Day Recovery	SWM 1	310.2575	6.00
14-Day Recovery	SWM 1	310.5075	6.00
14-Day Recovery	SWM 1	310.7575	6.00
14-Day Recovery	SWM 1	311.0075	6.00
14-Day Recovery	SWM 1	311.2575	6.00
14-Day Recovery	SWM 1	311.5075	6.00
14-Day Recovery	SWM 1	311.7575	6.00
14-Day Recovery	SWM 1	312.0075	6.00
14-Day Recovery	SWM 1	312.2575	6.00
14-Day Recovery	SWM 1	312.5075	6.00
14-Day Recovery	SWM 1	312.7575	6.00
14-Day Recovery	SWM 1	313.0075	6.00
14-Day Recovery	SWM 1	313.2575	6.00
14-Day Recovery	SWM 1	313.5075	6.00
14-Day Recovery	SWM 1	313.7575	6.00
14-Day Recovery	SWM 1	314.0075	6.00
14-Day Recovery	SWM 1	314.2575	6.00
14-Day Recovery	SWM 1	314.5075	6.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	SWM 1	314.7575	6.00
14-Day Recovery	SWM 1	315.0075	6.00
14-Day Recovery	SWM 1	315.2575	6.00
14-Day Recovery	SWM 1	315.5075	6.00
14-Day Recovery	SWM 1	315.7575	6.00
14-Day Recovery	SWM 1	316.0075	6.00
14-Day Recovery	SWM 1	316.2575	6.00
14-Day Recovery	SWM 1	316.5075	6.00
14-Day Recovery	SWM 1	316.7575	6.00
14-Day Recovery	SWM 1	317.0075	6.00
14-Day Recovery	SWM 1	317.2575	6.00
14-Day Recovery	SWM 1	317.5075	6.00
14-Day Recovery	SWM 1	317.7575	6.00
14-Day Recovery	SWM 1	318.0075	6.00
14-Day Recovery	SWM 1	318.2575	6.00
14-Day Recovery	SWM 1	318.5075	6.00
14-Day Recovery	SWM 1	318.7575	6.00
14-Day Recovery	SWM 1	319.0075	6.00
14-Day Recovery	SWM 1	319.2575	6.00
14-Day Recovery	SWM 1	319.5075	6.00
14-Day Recovery	SWM 1	319.7575	6.00
14-Day Recovery	SWM 1	320.0075	6.00
14-Day Recovery	SWM 1	320.2575	6.00
14-Day Recovery	SWM 1	320.5075	6.00
14-Day Recovery	SWM 1	320.7575	6.00
14-Day Recovery	SWM 1	321.0075	6.00
14-Day Recovery	SWM 1	321.2575	6.00
14-Day Recovery	SWM 1	321.5075	6.00
14-Day Recovery	SWM 1	321.7575	6.00
14-Day Recovery	SWM 1	322.0075	6.00
14-Day Recovery	SWM 1	322.2575	6.00
14-Day Recovery	SWM 1	322.5075	6.00
14-Day Recovery	SWM 1	322.7575	6.00
14-Day Recovery	SWM 1	323.0075	6.00
14-Day Recovery	SWM 1	323.2575	6.00
14-Day Recovery	SWM 1	323.5075	6.00
14-Day Recovery	SWM 1	323.7575	6.00
14-Day Recovery	SWM 1	324.0075	6.00
14-Day Recovery	SWM 1	324.2575	6.00
14-Day Recovery	SWM 1	324.5075	6.00
14-Day Recovery	SWM 1	324.7575	6.00
14-Day Recovery	SWM 1	325.0075	6.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	SWM 1	325.2575	6.00
14-Day Recovery	SWM 1	325.5075	6.00
14-Day Recovery	SWM 1	325.7575	6.00
14-Day Recovery	SWM 1	326.0075	6.00
14-Day Recovery	SWM 1	326.2575	6.00
14-Day Recovery	SWM 1	326.5075	6.00
14-Day Recovery	SWM 1	326.7575	6.00
14-Day Recovery	SWM 1	327.0075	6.00
14-Day Recovery	SWM 1	327.2575	6.00
14-Day Recovery	SWM 1	327.5075	6.00
14-Day Recovery	SWM 1	327.7575	6.00
14-Day Recovery	SWM 1	328.0075	6.00
14-Day Recovery	SWM 1	328.2575	6.00
14-Day Recovery	SWM 1	328.5075	6.00
14-Day Recovery	SWM 1	328.7575	6.00
14-Day Recovery	SWM 1	329.0075	6.00
14-Day Recovery	SWM 1	329.2575	6.00
14-Day Recovery	SWM 1	329.5075	6.00
14-Day Recovery	SWM 1	329.7575	6.00
14-Day Recovery	SWM 1	330.0075	6.00
14-Day Recovery	SWM 1	330.2575	6.00
14-Day Recovery	SWM 1	330.5075	6.00
14-Day Recovery	SWM 1	330.7575	6.00
14-Day Recovery	SWM 1	331.0075	6.00
14-Day Recovery	SWM 1	331.2575	6.00
14-Day Recovery	SWM 1	331.5075	6.00
14-Day Recovery	SWM 1	331.7575	6.00
14-Day Recovery	SWM 1	332.0075	6.00
14-Day Recovery	SWM 1	332.2575	6.00
14-Day Recovery	SWM 1	332.5075	6.00
14-Day Recovery	SWM 1	332.7575	6.00
14-Day Recovery	SWM 1	333.0075	6.00
14-Day Recovery	SWM 1	333.2575	6.00
14-Day Recovery	SWM 1	333.5075	6.00
14-Day Recovery	SWM 1	333.7575	6.00
14-Day Recovery	SWM 1	334.0075	6.00
14-Day Recovery	SWM 1	334.2575	6.00
14-Day Recovery	SWM 1	334.5075	6.00
14-Day Recovery	SWM 1	334.7575	6.00
14-Day Recovery	SWM 1	335.0075	6.00
14-Day Recovery	SWM 1	335.2575	6.00
14-Day Recovery	SWM 1	335.5075	6.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]
14-Day Recovery	SWM 1	335.7575	6.00
14-Day Recovery	SWM 1	336.0075	6.00

APPENDIX E

Pollutant Loading Analysis

Complete Report (not including cost) Ver 5.3.2

Project: NSB Sprouts
Date: 9/16/2026 9:21:28 AM

Site and Catchment Information

Analysis: Net Improvement

Catchment Name	Basin 1	Catchment 0
Rainfall Zone	Florida Zone 2	Florida Zone 2
Annual Mean Rainfall	51.50	51.50

Pre-Condition Landuse Information

Landuse	User Defined Values	User Defined Values
Area (acres)	8.88	0.00
Rational Coefficient (0-1)	0.09	0.00
Non DCIA Curve Number	77.00	77.00
DCIA Percent (0-100)	0.00	0.00
Nitrogen EMC (mg/l)	1.141	1.140
Phosphorus EMC (mg/l)	0.053	0.053
Runoff Volume (ac-ft/yr)	3.498	0.000
Groundwater N (kg/yr)	0.000	0.000
Groundwater P (kg/yr)	0.000	0.000
Nitrogen Loading (kg/yr)	4.922	0.000
Phosphorus Loading (kg/yr)	0.229	0.000

Post-Condition Landuse Information

Landuse	Low-Intensity Commercial: TN=1.13 TP=0.188	Low-Intensity Commercial: TN=1.13 TP=0.188
Area (acres)	8.88	0.00
Rational Coefficient (0-1)	0.68	0.59
Non DCIA Curve Number	39.00	77.00
DCIA Percent (0-100)	83.56	70.00
Wet Pond Area (ac)	0.00	0.00
Nitrogen EMC (mg/l)	1.130	1.130

Phosphorus EMC (mg/l)	0.188	0.188
Runoff Volume (ac-ft/yr)	25.817	0.000
Groundwater N (kg/yr)	0.000	0.000
Groundwater P (kg/yr)	0.000	0.000
Nitrogen Loading (kg/yr)	35.970	0.000
Phosphorus Loading (kg/yr)	5.984	0.000

Catchment Number: 1 Name: Basin 1

Project: NSB Sprouts
Date: 9/16/2026

Multiple BMP in Series Design Parameters

BMP in Series Number: 1
BMP Type: Retention

Retention Depth (in)	1.650
Retention Volume (ac-ft)	1.221

BMP in Series Number: 2
BMP Type: Filtration

Treatment Depth (in)	0.950
Hydraulic Capture Efficiency (%)	73
Media Type	ICS
Media N Reduction (%)	80
Media P Reduction (%)	95

BMP in Series Number: 3
BMP Type: None

BMP in Series Number: 4
BMP Type: None

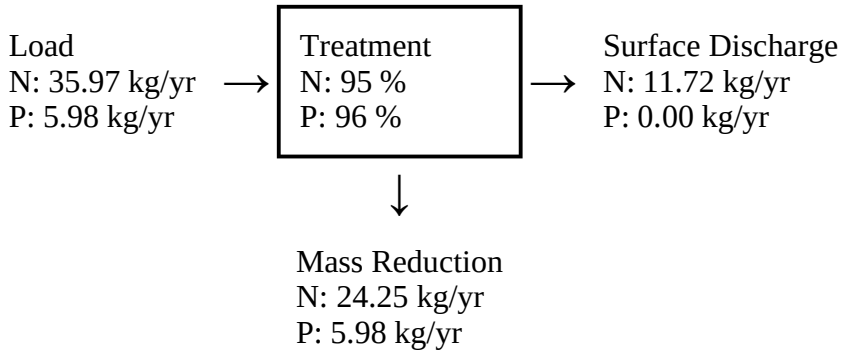
Watershed Characteristics

Catchment Area (acres)	8.88
Contributing Area (acres)	8.880
Non-DCIA Curve Number	39.00
DCIA Percent	83.56
Rainfall Zone	Florida Zone 2
Rainfall (in)	51.50

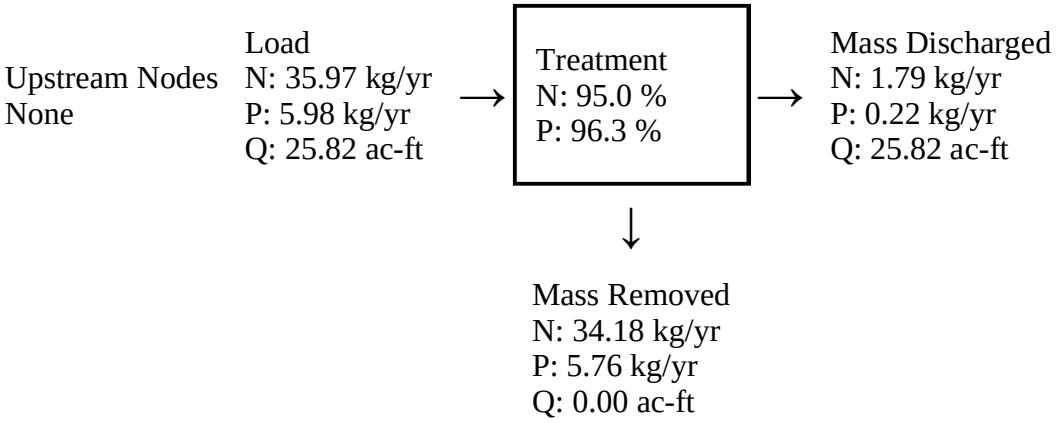
Surface Water Discharge

Required TN Treatment Efficiency (%)	86
Provided TN Treatment Efficiency (%)	95
Required TP Treatment Efficiency (%)	96
Provided TP Treatment Efficiency (%)	96

Load for Multiple BMP in Series



Load Diagram for Multiple BMP (As Used In Routing)



Catchment Number: 2 Name: Catchment 0

Project: NSB Sprouts
Date: 9/16/2026

None Design

Watershed Characteristics

Catchment Area (acres)	0.00
Contributing Area (acres)	0.000
Non-DCIA Curve Number	77.00
DCIA Percent	70.00
Rainfall Zone	Florida Zone 2
Rainfall (in)	51.50

Surface Water Discharge

Required TN Treatment Efficiency (%)	00
Provided TN Treatment Efficiency (%)	
Required TP Treatment Efficiency (%)	00
Provided TP Treatment Efficiency (%)	

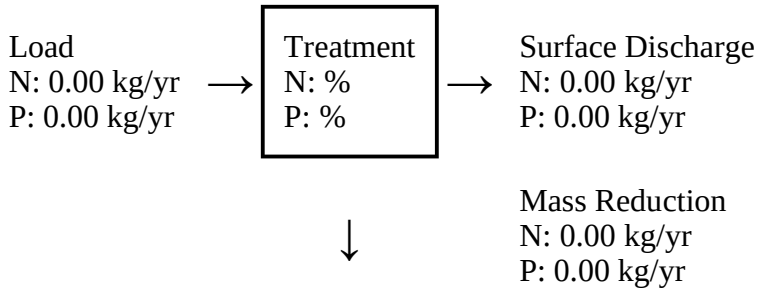
Media Mix Information

Type of Media Mix	Not Specified
Media N Reduction (%)	0.000
Media P Reduction (%)	0.000

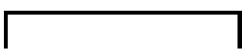
Groundwater Discharge (Stand-Alone)

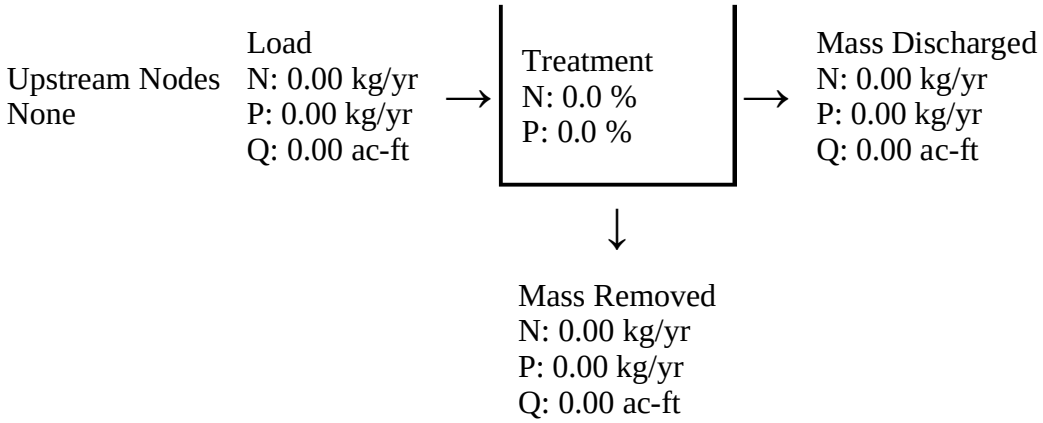
Treatment Rate (MG/yr)	0.000
TN Mass Load (kg/yr)	0.000
TN Concentration (mg/L)	0.000
TP Mass Load (kg/yr)	0.000
TP Concentration (mg/L)	0.000

Load Diagram for None (stand-alone)



Load Diagram for (As Used In Routing)





Summary Treatment Report Version: 5.3.2

Project: NSB Sprouts

Analysis Type: Net Improvement Date:9/16/2026

BMP Types:

Catchment 1 - (Basin 1) Multiple BMP

Catchment 2 - (Catchment 0) None

Based on discharge load to 2 decimal places

Routing Summary

Catchment 1 Routed to Outlet

Catchment 2 Routed to Outlet

Total nitrogen target removal met? **Yes**

Total phosphorus target removal met? **Yes**

Summary Report

Nitrogen

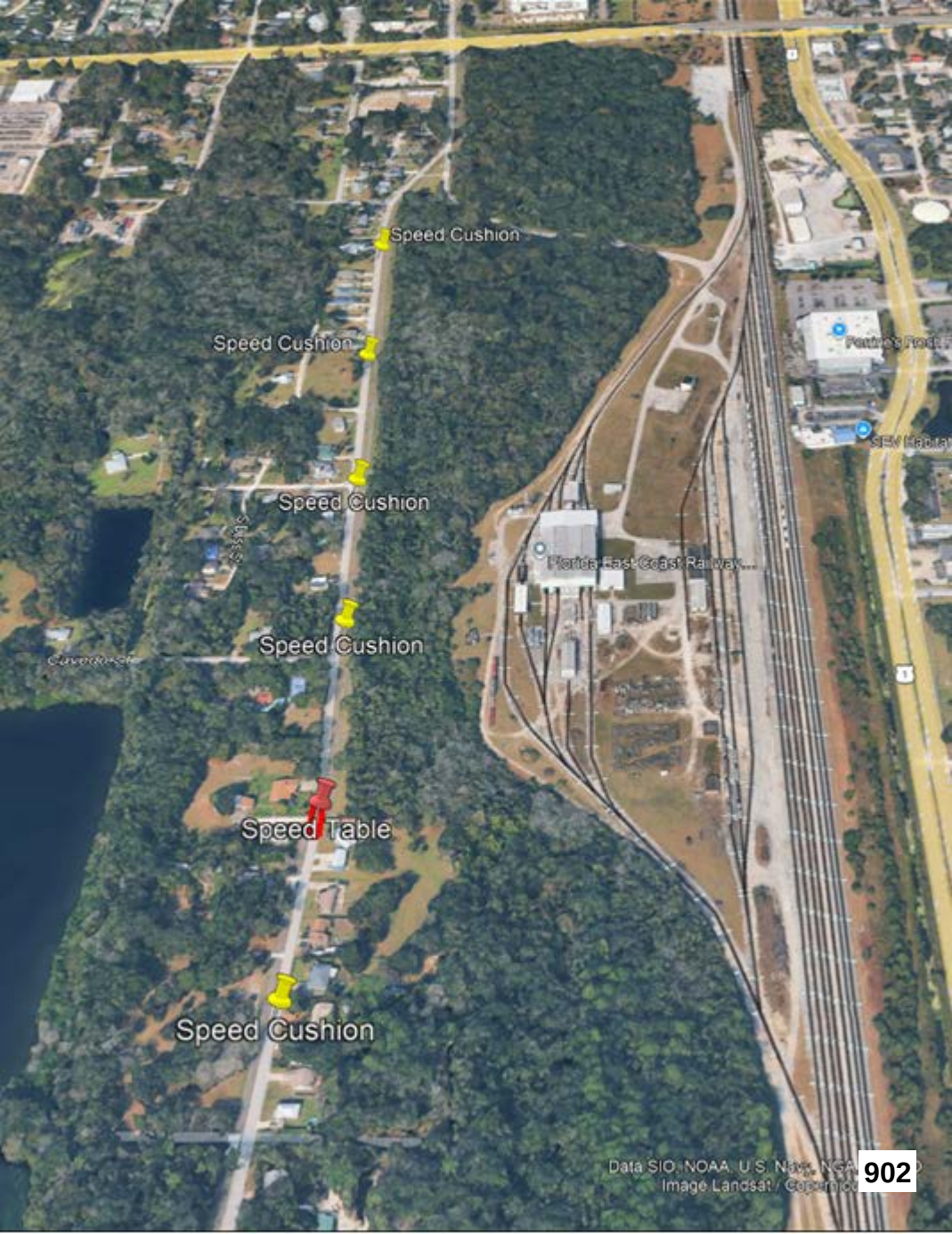
Surface Water Discharge		
Total N pre load	4.92 kg/yr	
Total N post load	35.97 kg/yr	
Target N load reduction	86.32 %	
Target N discharge load	4.92 kg/yr	
Percent N load reduction	95.01 %	
Provided N discharge load	1.79 kg/yr	3.96 lb/yr
Provided N load removed	34.18 kg/yr	75.36 lb/yr

Phosphorus

Surface Water Discharge	
Total P pre load	.229 kg/yr

Total P post load	5.984 kg/yr	
Target P load reduction	96.18 %	
Target P discharge load	.229 kg/yr	
Percent P load reduction	96.3 %	
Provided P discharge load	.221 kg/yr	.49 lb/yr
Provided P load removed	5.763 kg/yr	12.708 lb/yr


901


Speed Cushion
Speed Cushion
Speed Cushion
Speed Cushion
Speed Table
Speed Cushion
902

Project Enhancements Beyond Minimum Requirements

Category	Minimum Standard	Proposed Enhancement
Architecture and design	Consistent architectural treatment, coordinated materials, pedestrian-scale façade articulation, massing variation, and applicable PUD design requirements.	Coordinated Florida Vernacular design incorporating coquina-style bases, lap-board siding, gabled roof forms, and varied rooflines. Features exceeding minimum requirements distinguished from required façade articulation and PUD commitments.
Landscaping and buffers	Required perimeter buffers, parking-lot landscaping, canopy trees, and minimum plantings.	Enhanced north, west, and south buffers; expanded planting and canopy coverage; native landscaping; and a butterfly garden.
Historic-tree preservation	Applicable tree-protection and mitigation requirements.	Historic trees incorporated into the site design with designated preservation areas and construction-protection measures.
Stormwater management	City stormwater and drainage regulations adopted February 11, 2025.	Post-development discharge and volume below pre-development conditions for the 25-year/24-hour, 9.5-inch storm; modeled retention of the 100-year/24-hour, 13.0-inch storm; at least one foot of freeboard; and enhanced water-quality treatment with 95% phosphorus and nitrogen load reduction.
Transportation	Transportation improvements not required by the TIA and agency review.	Two northbound left-turn lanes and one northbound right-turn lane on South Myrtle Avenue approaching State Road 44, together with enhanced striping, pavement markings, and associated roadway improvements.
Neighborhood traffic calming	No neighborhood measures identified as required capacity mitigation by the TIA.	Developer-funded measures at locations coordinated with affected neighborhoods and City engineering staff.
Pedestrian and trail safety	Required sidewalks, connections, and compliant crossings.	Enhanced crosswalks, revised stop bars, trail signs, removable bollards, and added accessibility details.

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 55-26: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD APPROVE A SMALL-SCALE *COMPREHENSIVE PLAN* AMENDMENT, ON CITY OWNED LAND, CHANGING THE FUTURE LAND USE FROM MEDIUM DENSITY RESIDENTIAL TO CONSERVATION ON PROPERTY LOCATED ON PAIGE AVENUE.

October 27, 2026

Background:

Applicant: Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florid 32168.

Property Owner: City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida, 32168.

Request: Small-Scale *Comprehensive Plan* Amendment:

- **From:** City Future Land Use of Medium Density Residential.
- **To:** City Future land Use of Conservation.

Site Information:

- **Size:** 6.996 ± acres.
- **Location:** North side of Paige Avenue, east of Corbin Park Road.
- **Tax I.D. Number:** 7343-06-00-0744

Findings:

This vacant property was purchased by the city in June of 2026 as part of the Turnbull Creek Land Preservation acquisition. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**.

The existing City future land use category of the subject property is Medium Density Residential and is shown on the following map as **Exhibit C**. The current future land use text description for the subject property is attached as **Exhibit D**.

The proposed City future land use category is Conservation. A text description of the proposed City Conservation future land use, and a map of the proposed changes are

attached as **Exhibits E** and **F**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, stormwater management, and public-school facilities. Because the subject property is undeveloped, and because no new improvements are proposed, staff did not prepare a concurrency analysis table for this case. The legal description and Warranty Deed are attached as **Exhibits G** and **H**.

Recommendations:

At its regular scheduled meeting on September 14, 2026, the Planning and Zoning Board voted, 7-0, to give the City Commission a positive recommendation to **approve** the requested Small-Scale *Comprehensive Plan* amendment changing the Future Land Use to Conservation.

The Planning Department recommends the City Commission to **approve** the requested small-scale *Comprehensive Plan* amendment changing the Future Land Use to Conservation.

Fiscal Analysis:
N/A

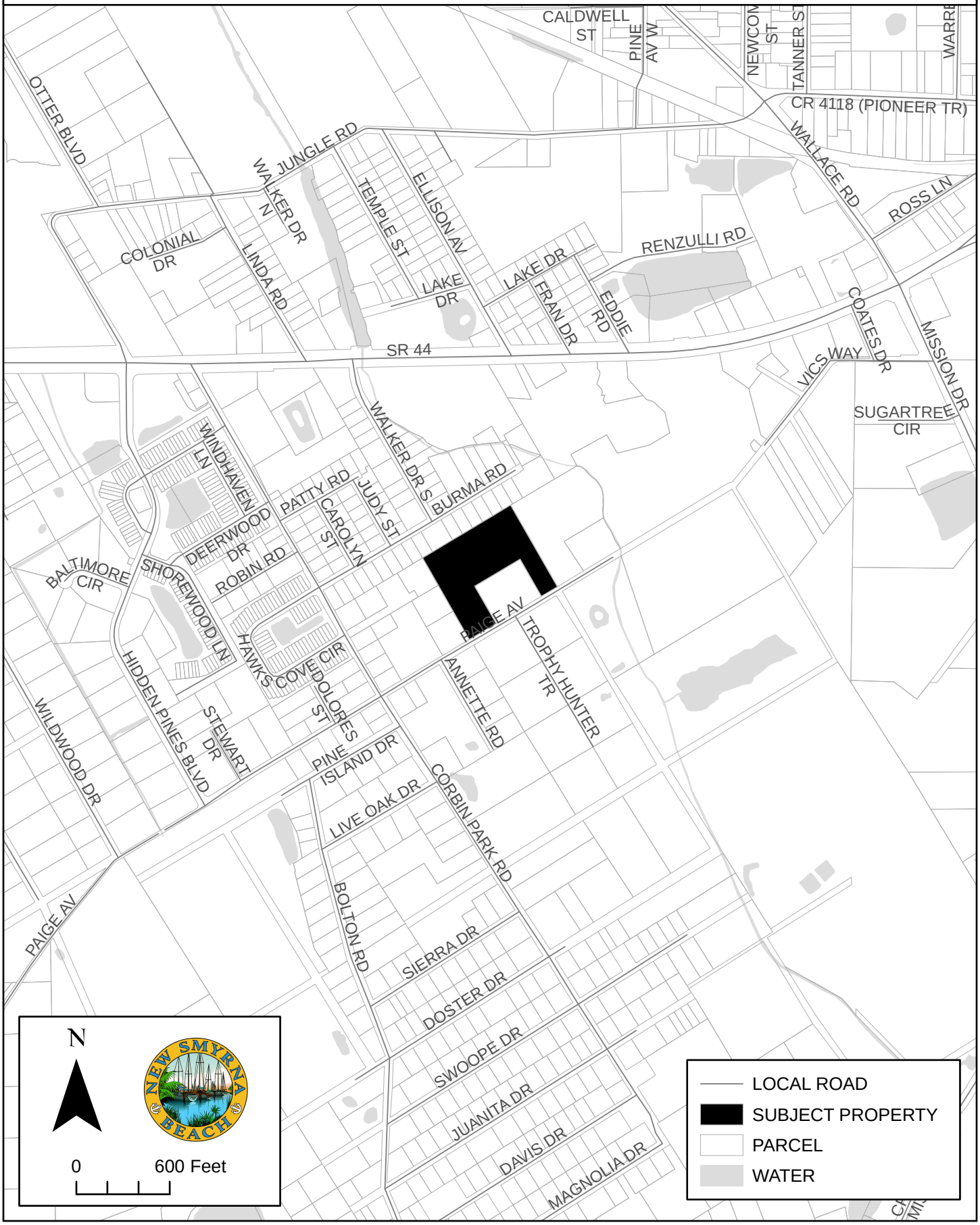
Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing FLU Map.pdf
Exhibit D City Medium Density Residential FLU Text.pdf
Exhibit E City Conservation FLU Text.pdf
Exhibit F Proposed FLU Map.pdf
Exhibit G Legal Description.pdf
Exhibit H Warranty Deed.pdf
Business Impact Estimate - Ord 55-26 CPA - Paige Ave.pdf
Ord 55-26 Small Scale Paige Ave.pdf

CPA-1-26: PAIGE AVENUE
PARCEL: 7343-06-00-0744 LOCATION MAP

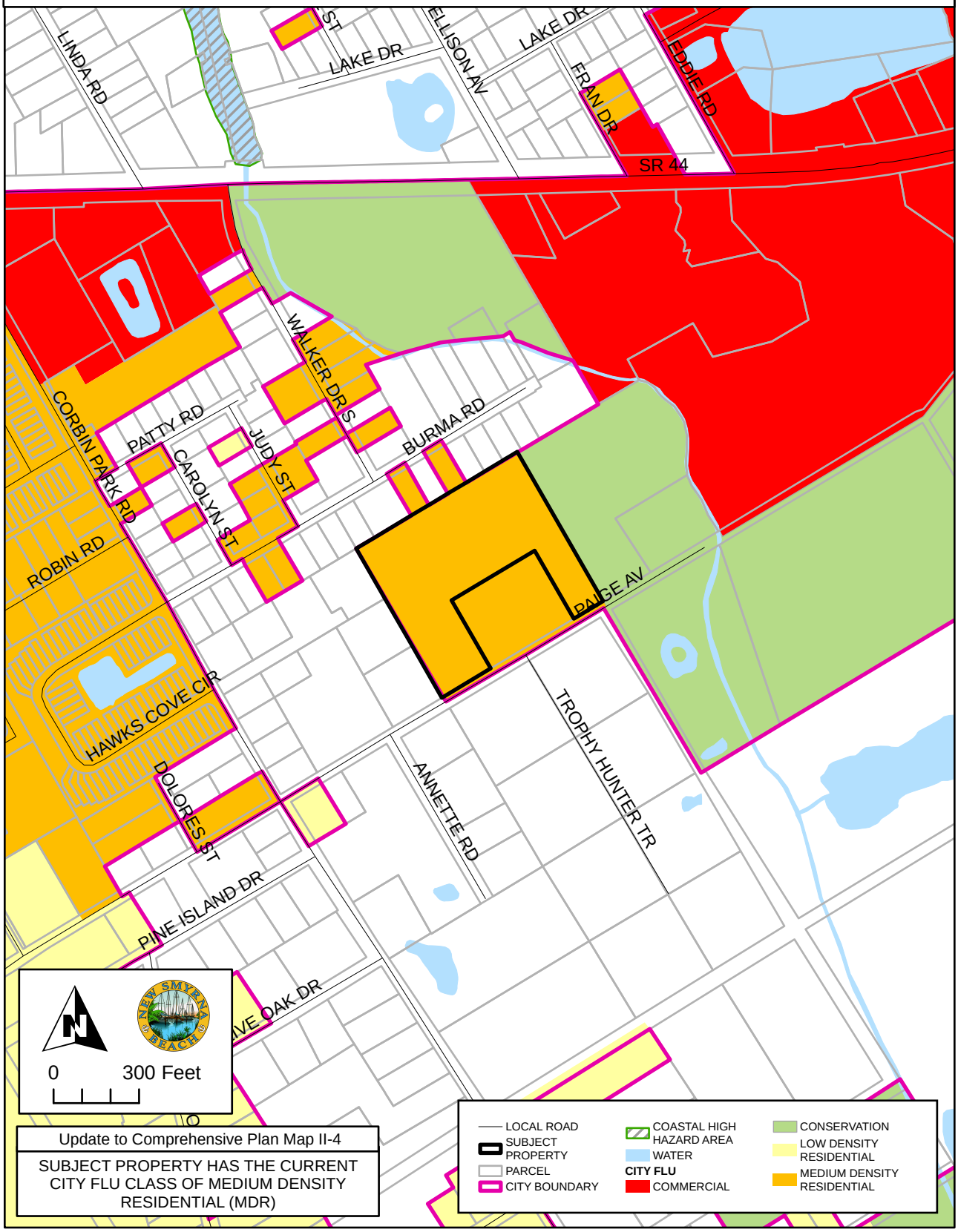


CPA-1-26: PAIGE AVENUE
PARCEL: 7343-06-00-0744 AERIAL MAP



EXISTING FUTURE LAND USE

CPA-1-26



MEDIUM-DENSITY RESIDENTIAL

Maximum allowed density: 5.01 to eight [8] dwelling units per acre

Non-residential development permitted by special exception shall be at a maximum Floor Area Ration (FAR) of 0.5.

Intent: This use is intended to provide a buffer between low-density residential uses and more intense uses, such as a high-density residential or commercial. It is also suitable at major intersections when adequate buffering from highway can be provided.

CONSERVATION

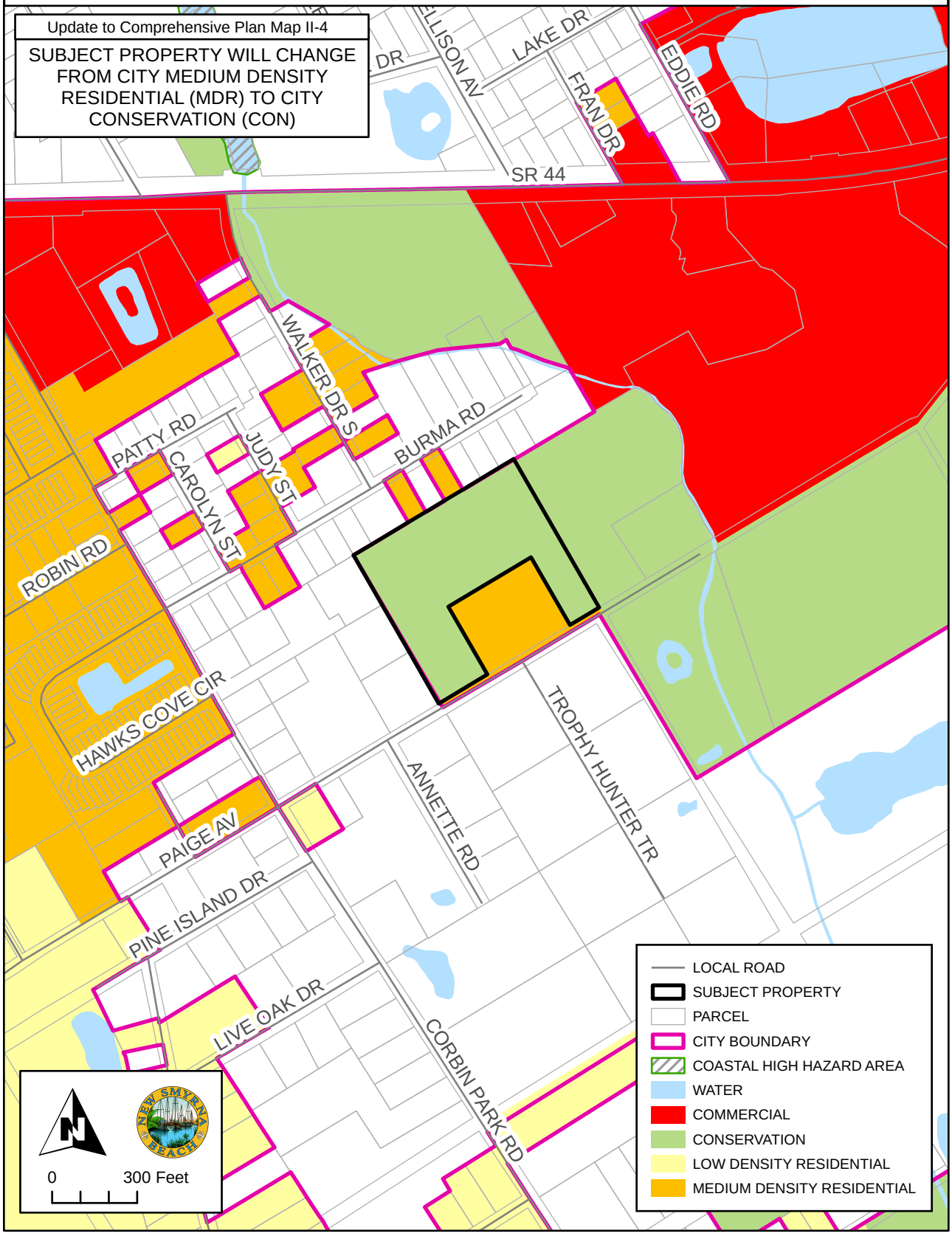
Maximum allowed Floor Area Ratio (FAR): 0.10

The general boundaries of those areas known to require environmental protection from development have been designated as conservation on the Future Land Use Map.

Designations are based on the best information available. Owners of lands designated as conservation on the Future Land Use Map may petition the City to adjust the boundaries of the conservation zone based upon a qualified biologist's determination of the boundaries made in accordance with §701.07 of the *Land Development Regulations*.

The Planning and Zoning Department shall review the owner's petition and automatically adjust the Future Land Use Map to correctly represent said area and upland buffer. The Local Planning Agency's approval shall be required if the area to be changed is greater than five (5) acres. Environmentally sensitive areas shall include, but not be limited to, jurisdictional wetlands, wetland buffers, uplands included as part of designated environmental corridors, and public beaches.

PROPOSED FUTURE LAND USE DESIGNATIONS CPA-1-26



LEGAL DESCRIPTION

Address

Paige Avenue, New Smyrna Beach, Florida 32168

Parcel Number

7343-06-00-0744

AltKey Number

8031450

Metes and Bounds by Professional Title Agency:

Being a portion of Lot 75, Block 22, Dougherty's Subdivision of the Thomas Napier Grant, according to the map recorded in Deed Book "M", Page 688 (also recorded in Map Book 2, Page 42) Public Records of Volusia County, Florida, being further described as follows:

Commencing at the southwest corner of Lot 76, Block 22, Dougherty's Subdivision of the Thomas Napier Grant as recorded in Map 2, Page 42 of the Public Records of Volusia County. Thence N 59°03'08" E, a distance of 650.05 feet to the southwest corner of Lot 75, Block 22, of said Dougherty's Subdivision, Thence N29°50'30" W, a distance of 50.00 feet to the northerly line of the south 50 feet of Lot 75 corner and being the point of beginning; thence N29°50'30"W along the westerly line of said Lot 75, a distance of 604.00 feet to the northerly line of said Lot 75; thence N59°00'34"E, along the northerly line of said Lot 75, a distance of 659.25 feet to the easterly line of said Lot 75; thence S29°53'28"E, along the easterly line of said Lot 75, a distance of 604.45 feet to the northerly line of the southerly 50 feet of Lot 75; Thence S59°03'08"W along said northerly line of the southerly 50 feet of Lot 75, a distance of 120.00 feet; Thence N29°53'28"W a distance of 275.80 feet; thence S59°03'08"W a distance of 339.51 feet; Thence S29°50'30"E, a distance of 275.80 feet to the said Northerly line of the southerly 50 feet of Lot 75; thence S59°03'08"W a distance of 200.00 feet to the Point of Beginning.

Prepared by and Return To:
Teresa Prompovitch
Professional Title Agency, a division of LandCastle Title Group, LLC
313 Julia Street
New Smyrna Beach, FL 32168

Order No.: N[redacted]

APN/Parcel ID(s): 734306000744

WARRANTY DEED

THIS WARRANTY DEED dated June 18, 2026 by Robert J. Malecki and Patricia A. Malecki, husband and wife, hereinafter called the grantor, to City of New Smyrna Beach, a municipal corporation, a corporation existing under the laws of the State of Florida, whose post office address is 210 Sams Ave, New Smyrna Beach, FL 32168, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of Ten And No/100 Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in the County of Volusia, State of Florida, to wit:

Being a portion of Lot 75, Block 22, Dougherty's Subdivision of the Thomas Napier Grant, according to the map recorded in Deed Book "M", Page 688 (also recorded in Map Book 2, Page 42) Public Records of Volusia County, Florida, being further described as follows:

Commencing at the southwest corner of Lot 76, Block 22, Dougherty's Subdivision of the Thomas Napier Grant as recorded in Map 2, Page 42 of the Public Records of Volusia County. Thence N 59°03'08" E, a distance of 650.05 feet to the southwest corner of Lot 75, Block 22, of said Dougherty's Subdivision, Thence N29°50'30" W, a distance of 50.00 feet to the northerly line of the south 50 feet of Lot 75 corner and being the point of beginning; thence N29°50'30"W along the westerly line of said Lot 75, a distance of 604.00 feet to the northerly line of said Lot 75; thence N59°00'34"E, along the northerly line of said Lot 75, a distance of 659.25 feet to the easterly line of said Lot 75; thence S29°53'28"E, along the easterly line of said Lot 75, a distance of 604.45 feet to the northerly line of the southerly 50 feet of Lot 75; Thence S59°03'08"W along said northerly line of the southerly 50 feet of Lot 75, a distance of 120.00 feet; Thence N29°53'28"W a distance of 275.80 feet; thence S59°03'08"W a distance of 339.51 feet; Thence S29°50'30"E, a distance of 275.80 feet to the said Northerly line of the southerly 50 feet of Lot 75; thence S59°03'08"W a distance of 200.00 feet to the Point of Beginning.

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

WARRANTY DEED
(continued)

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2025.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Witness Signature

Teresa A. Prompovitch
Print Name

Address: 313 Julia Street

New Smyrna Beach, FL 32168

Witness Signature

Print Name

Address: 313 Julia Street

New Smyrna Beach, FL 32168

Robert J. Malecki

Patricia A. Malecki

Address: 3086 Log Cabin Lane
Edgewater, FL 32132

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 18th day of June, 2026, by Robert J. Malecki and Patricia A. Malecki, to me known to be the person(s) described in or who has/have produced Drivers License as identification and who executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same.

NOTARY PUBLIC
My Commission Expires:

TERESA A. PROMPOVITCH
Commission # HH 765201
Expires March 21, 2030

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 55-26 CPA - Paige Ave.

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 changes the future land use for 7± acres of land from medium density residential to conservation.

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:

The property owner.

4. Additional information the governing body deems useful (if any):

None

ORDINANCE NO. 55-26

AN ORDINANCE AMENDING THE CITY OF NEW SMYRNA BEACH COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE DESIGNATION OF 7± ACRES OF PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF PAIGE AVENUE, EAST OF CORBIN PARK ROAD, FROM CITY *MEDIUM DENSITY RESIDENTIAL* TO CITY *CONSERVATION;* PROVIDING FOR AMENDMENT OF THE ASSOCIATED COMPREHENSIVE PLAN MAPS; PROVIDING FOR PUBLIC HEARINGS; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florida 32168, applicant on behalf of City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, property owner, has requested to amend the Comprehensive Plan, Future Land Use Map II-4 to change the land use designations of approximately 7± acres of property generally located on the north side of Paige Avenue, east of Corbin Park Road, from City *Medium Density Residential* to City *Conservation;* and

WHEREAS, the Planning and Zoning Board, sitting as the City's Local Planning Agency, held an advertised public hearing pursuant to §163.3174(4), Fla. Stat., on September 14, 2026, and by a vote of 7-0 recommended denial of the application to the City Commission; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend its Comprehensive Plan as more particularly set forth hereinafter.

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

SECTION 1: ***Land Use Amendment.*** That the Comprehensive Plan, **Future Land Use Map II-4**, is hereby amended by changing the land use designation for real properties located in Volusia County, Florida, described as:

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

from City *Medium Density Residential* to City *Conservation.*

SECTION 2: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance at 5:30 p.m. on October 27, 2026 in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published at least 10 days prior to hearing is deemed to comply with §163.3187(2) and §166.041(3)(a), Fla. Stat.

SECTION 3: ***Conflicting Ordinances***. That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 4: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 5: ***Effective Date.*** That this ordinance shall become effective THIRTY ONE (31) days following adoption by the City Commission unless a challenge is filed under §163.3187(5), Fla. Stat. In the event that the ordinance is challenged within THIRTY (30) days after adoption, it shall not become effective until the state land planning agency or the Administration Commission, respectively, issues a final order determining the adopted small scale development amendment is in compliance. §163.3187(5), Fla. Stat. In addition, this ordinance shall not become effective until Volusia Growth Management Commission has issued a Certificate of Consistency. No development orders, development permits, or land uses dependent on these amendments may be issued or commence before they have become effective.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 9/29/2026

EXHIBIT "A"

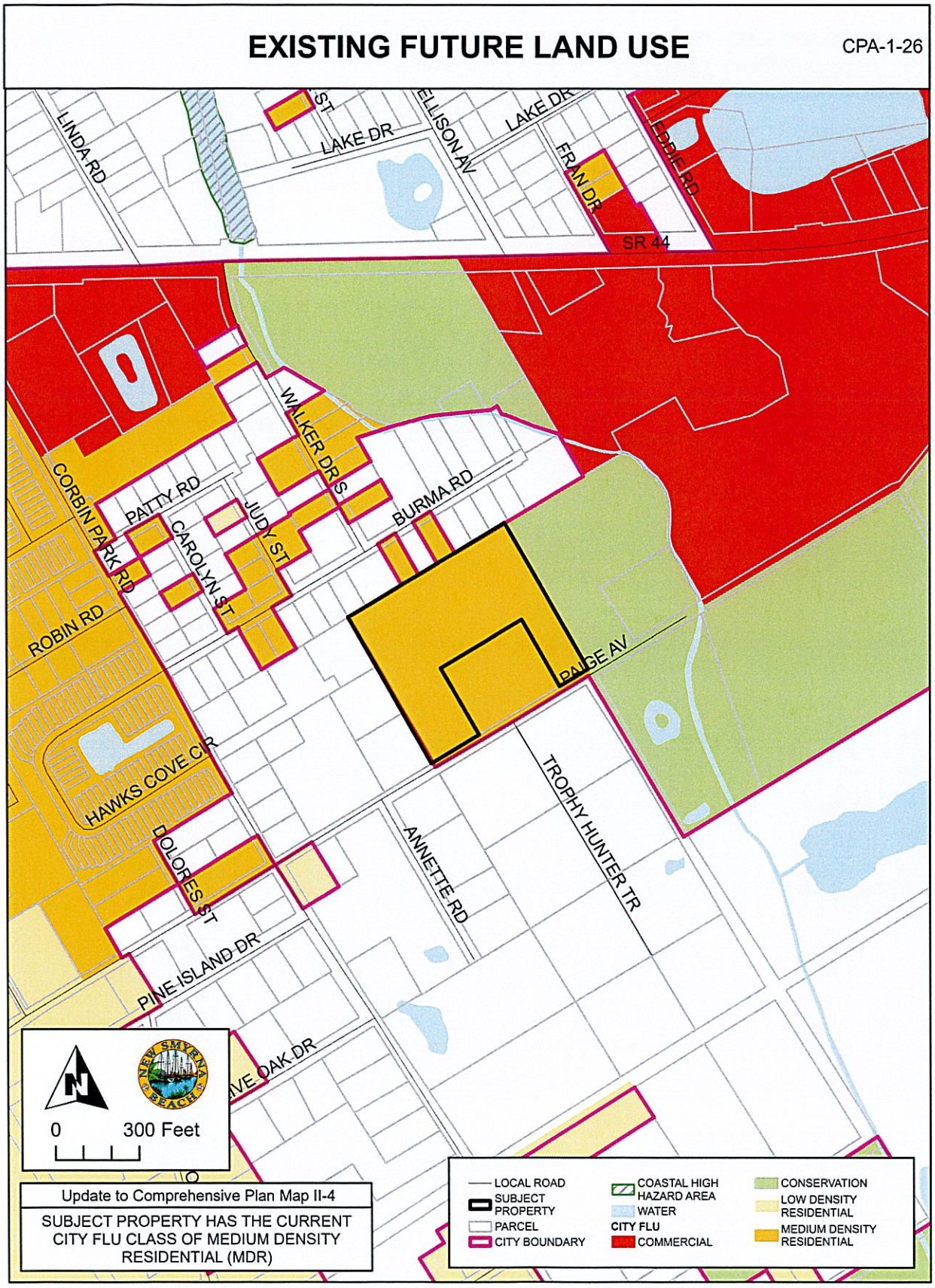
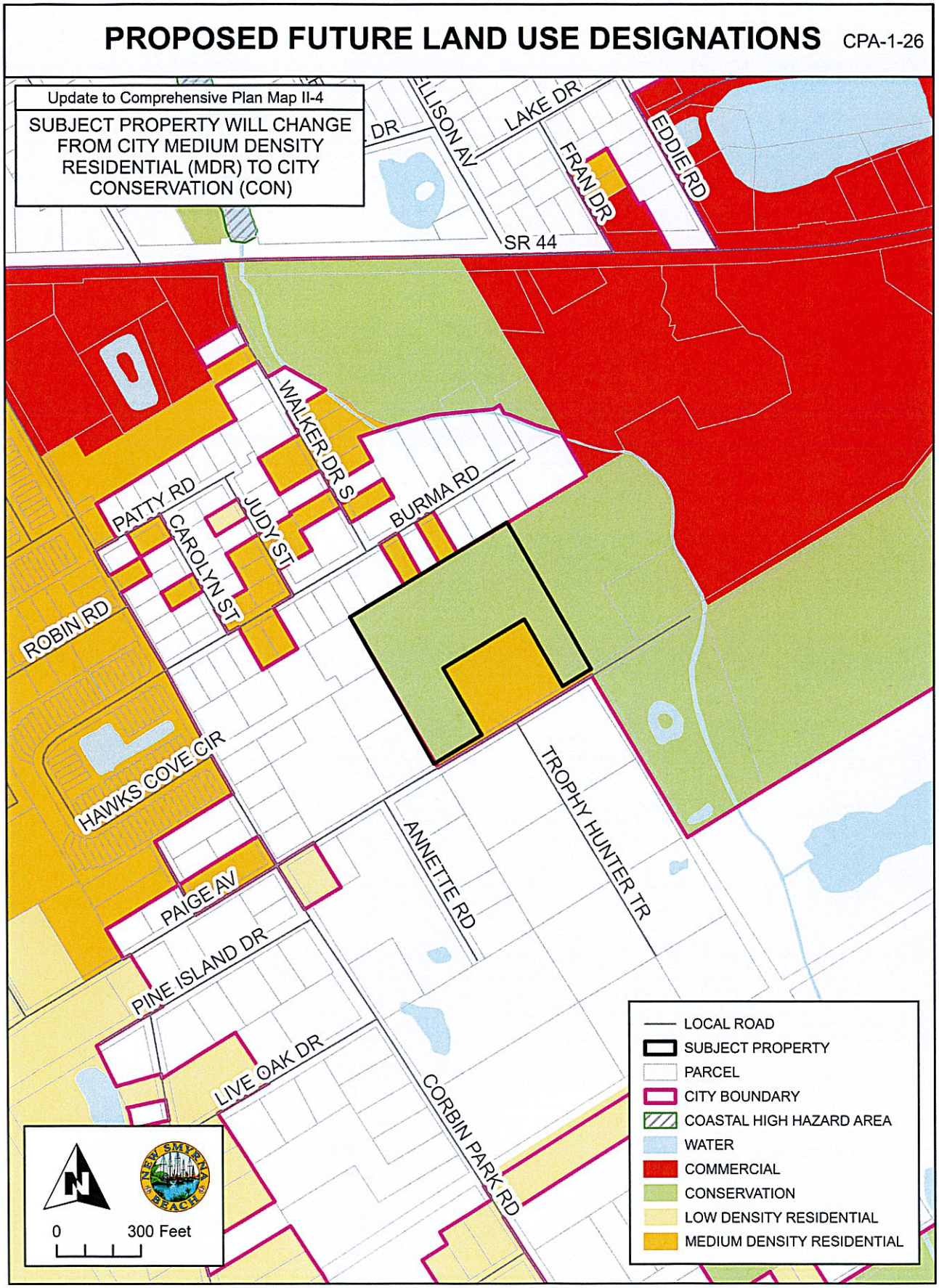

EXISTING FUTURE LAND USE
CPA-1-26
LINDA RD
LAKE DR
ELLISON AV
LAKE DR
FRAN DR
EDDIE RD
SR 44
WALKER DR S
CORBIN PARK RD
PATTY RD
CAROLYN ST
JUDY ST
BURMA RD
ROBIN RD
PAIGE AV
HAWKS COVE CIR
DOLORES ST
ANNETTE RD
TROPHY HUNTER TR
PINE ISLAND DR
0
300 Feet
Update to Comprehensive Plan Map II-4
SUBJECT PROPERTY HAS THE CURRENT CITY FLU CLASS OF MEDIUM DENSITY RESIDENTIAL (MDR)
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
COASTAL HIGH HAZARD AREA
WATER
CITY FLU
COMMERCIAL
CONSERVATION
LOW DENSITY RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL

EXHIBIT "A"


PROPOSED FUTURE LAND USE DESIGNATIONS
CPA-1-26
Update to Comprehensive Plan Map II-4
SUBJECT PROPERTY WILL CHANGE FROM CITY MEDIUM DENSITY RESIDENTIAL (MDR) TO CITY CONSERVATION (CON)
ELLISON AV
LAKE DR
FRAN DR
EDDIE RD
SR 44
WALKER DR S
PATTY RD
CAROLYN ST
JUDY ST
BURMA RD
ROBIN RD
HAWKS COVE CIR
PAIGE AV
PINE ISLAND DR
LIVE OAK DR
ANNETTE RD
TROPHY HUNTER TR
CORBIN PARK RD
0
300 Feet
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
COASTAL HIGH HAZARD AREA
WATER
COMMERCIAL
CONSERVATION
LOW DENSITY RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 59-26: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD REZONE APPROXIMATELY 6.996 ± ACRES OF CITY OWNED LAND FROM R-2, SINGLE-FAMILY RESIDENTIAL TO CONSERVATION ON PROPERTY LOCATED ON PAIGE AVENUE.

October 27, 2026

Background:

Applicant: Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florida, 32168.

Property Owner: City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida, 32168.

Request: Rezoning:

- **From:** City zoning of R-2, Single Family Residential with a "A" attached for Airport Height Notification Zone.

- **To:** City zoning of Conservation with a "A" attached for Airport Height Notification Zone.

Site Information:

- **Size:** 6.996 ± acres.
- **Location:** North side of Paige Avenue, east of Corbin Park Road.
- **Tax I.D. Number:** 7343-06-00-0744

Findings:

The vacant property was purchased by the city in June of 2026 as part of the Turnbull Creek Land Preservation acquisition. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**.

The existing city zoning designation of the subject property is R-2, Single-Family Residential and is shown on the following map as **Exhibit C**. The current zoning text description for the subject property is attached as **Exhibit D**.

The proposed City zoning designation is Conservation. A text description of the proposed

City Conservation zoning, and a map of the proposed changes are attached as **Exhibits E** and **F**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, stormwater management, and public-school facilities. Because the subject property is undeveloped, and because no new improvements are proposed, staff did not prepare a concurrency analysis table for this case. The legal description and Warranty Deed are attached as **Exhibits G** and **H**.

Recommendations:

At its regular scheduled meeting on September 14, 2026, the Planning and Zoning Board voted, 7-0, to give a positive recommendation to the City Commission to **approve** the requested rezoning to City Conservation with an "A" attached for Airport Height Notification Zone for property located on Paige Avenue.

The Planning Department recommends the City Commission to **approve** the requested rezoning to City Conservation with an "A" attached for Airport Height Notification Zone for property located on Paige Avenue.

Fiscal Analysis:
N/A

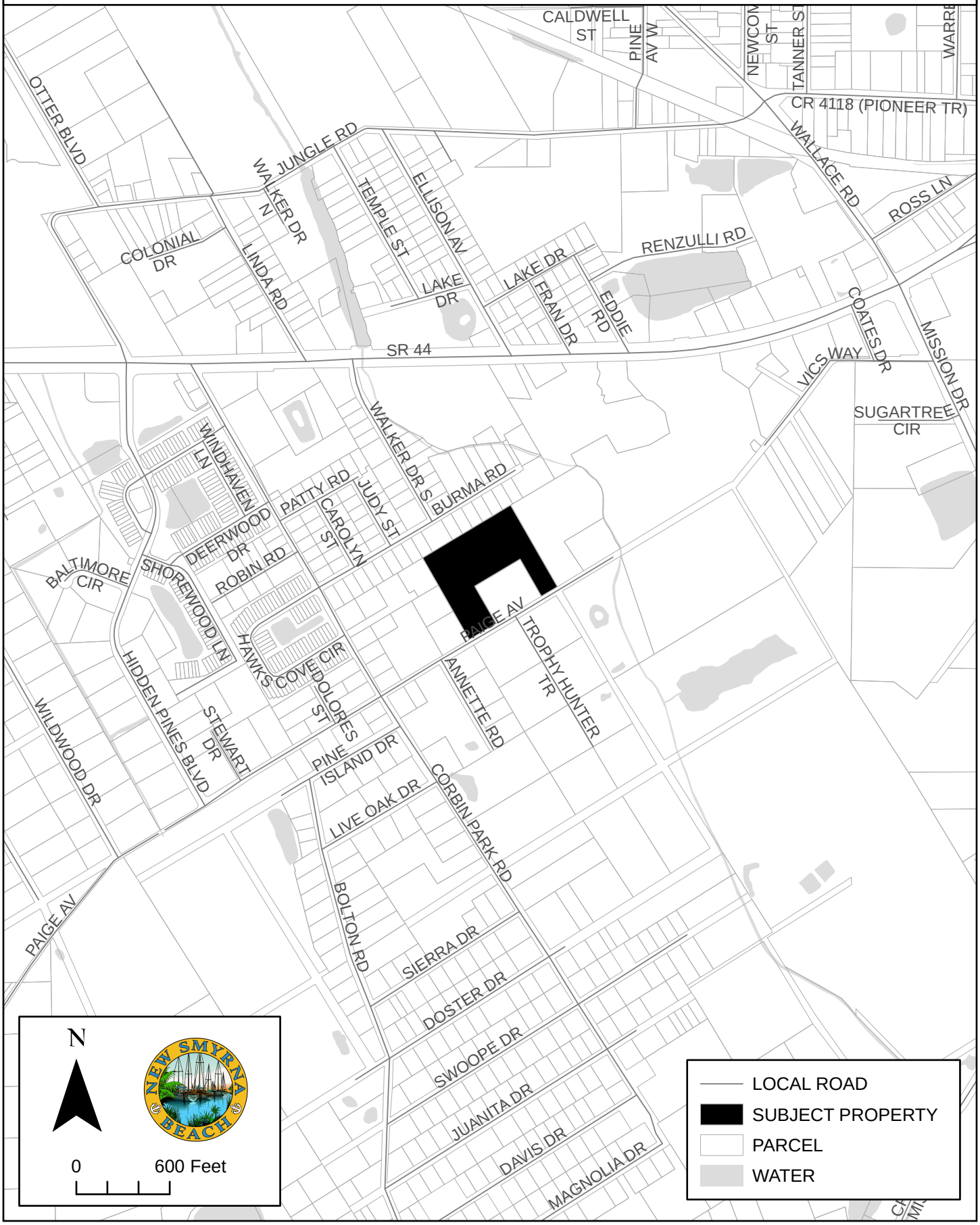
Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibti C Existing Zoning Map.pdf
Exhibit D City R-2 Zoning Text.pdf
Exhibit E City Conservation Zoning Text.pdf
Exhibit F Proposed Zoning Map.pdf
Exhibit G Legal Description.pdf
Exhibit H Warranty Deed.pdf
Business Impact Estimate - Ord 59-26 Paige Ave.pdf
Ord 59-26 Rezoning Paige Ave.pdf

Z-1-26: PAIGE AVENUE
PARCEL: 7343-06-00-0744 LOCATION MAP

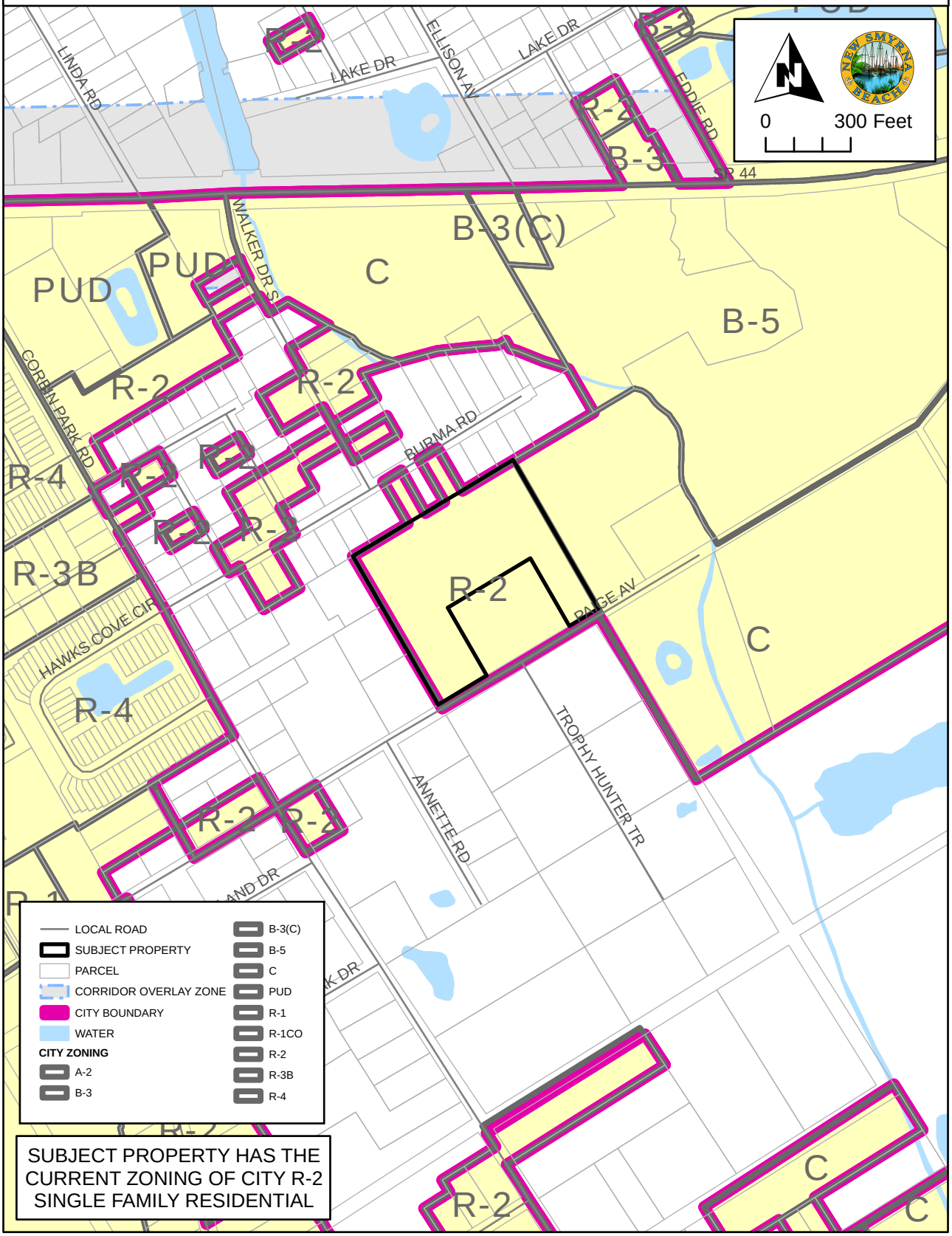


Z-1-26: PAIGE AVENUE
PARCEL: 7343-06-00-0744 AERIAL MAP



EXISTING ZONING

Z-1-26



R-2 SINGLE FAMILY RESIDENTIAL DISTRICT

Intent:

The R-2 district is intended to be a single-family residential district for low population densities. Existing development and usage has resulted which is being preserved in order to stabilize the neighborhood. The nature of the residential use of the property throughout the district will enhance the prospects for orderly future residential development.

Permitted Uses:

Playfields
Playgrounds
Public Parks
Recreation Buildings and Complexes for exclusive use by residents and guests in a residential development
Single Family Dwelling Units

Permitted Accessory Uses:

Garages
Gazebos
Incidental Uses
Permitted Home Occupations
Storage Sheds
Swimming pools, private, provided a principal structure exists and the pool is located behind the front plane of the principal structure. Corner lots will be considered to have two front planes, one on each street. If a structure is not constructed squarely on a parcel, the swimming pool must be located at or behind the most restrictive front plane of the principal structure. **Ord. #30-10**
Open Front Porches, up to 10 feet into the front yard setback, subject to the following conditions:
Open Front Porch shall not be enclosed in any manner,
Open Front Porch must be open wall construction without screen,
Open Front Porch shall have a similar roofing material as the primary structure,
Open Front Porch front building line shall be measured from the vertical support column. **Ord. #75-16**

Uses customarily associated with the permitted principal uses

Special Exceptions:

Child day care on a house of worship property, subject to the following additional conditions:

1. The house of worship property shall be located on and be accessible by an arterial or collector roadway.

2. Play areas shall be fenced and landscaped. The landscaping shall have a vegetative hedge that will reach six feet in height within two years that is planted a minimum of three feet on center.

3. Play areas shall be located within all applicable setback dimensions.

4. The house of worship property shall have a vehicular drop off and pickup area with a minimum 100 feet of drive lane outside of the public right-of-way, or sufficient parking area to provide enough space to fit the required parking and provided space for drop off and pick up. **Ord. #04-00**

Facilities owned and/or operated by federal, state, county or municipal government except country clubs and golf courses

Schools and or a house of worship provided all structures are located at least thirty-five (35) feet from all side or rear property lines and off-street parking areas abutting residential property are screened by a buffer meeting the requirements of this LDR. **[Revised 3/27/00]**

Dimensional Requirements:

Minimum Lot Size:

Area	8,625 square feet
Depth	115 feet
Width	75 feet

Minimum Yard Size:

Front yard	30 feet or as required per Section 504.01(M) of this LDR
Rear yard	7.5 feet
Side yard	7.5 feet

Maximum Building Coverage:

The total area covered with buildings on any lot shall not exceed 40% of the total lot area. **Ord. #78-98**

Screen Enclosures:

As an exception to the maximum building coverage provision any parcel may be allowed an additional ten percent (10%) building coverage for only a screen pool enclosure if the following conditions are met:

1. A screen pool enclosure shall only cover the swimming pool and surrounding pool deck and shall have a roof and walls consisting entirely of screening; and
2. There shall be no variances granted to exceed the maximum building coverage or additional coverage allowed for screen enclosures.

Ord. #05-09

Maximum Impervious Lot Coverage:

The total area of the lot that may be covered with impervious material is sixty (60) percent.

Maximum Principal Building Height:

Thirty-five (35) feet.
Three (3) stories.

Minimum Floor Area Requirements:

750 square feet of livable area for one and two-bedroom dwelling units; 1200 square feet of livable area for a three-bedroom dwelling unit; and 1300 square feet livable area for a four-bedroom dwelling unit. **[Revised 7-1-03]**

Corner Lots:

(1) Parcels which front on two streets shall provide a thirty (30) foot front yard on one street frontage and a 15 foot half depth front yard on the other street, or as required per Section 504.01(M) of this LDR.

(2) Parcels fronting on three streets shall provide two thirty (30) foot front yards and a 15 foot half depth front yard on the remaining street or as required per Section 504.01(M) of this LDR. **Ord. #23-00**

Driveway Access

The minimum driveway length shall be 20 feet (excluding portion of a driveway within the public right-of-way). **Ord. #23-00**

Through Lots:

Through lots shall provide a 30-foot front yard on each street, or as required per Section 504.01(M) of this LDR.

Atypical Lots:

Visibility triangles shall be established at the rear corners of an atypical lot. The visibility triangles shall be those areas formed by a line connecting the points 30 feet from the intersection of the side and rear lot line along the side lot line and 30 feet from the intersection of the side and rear lot line along the rear lot line; no principal or accessory

structure having a height over 4 feet, except for incidental uses, shall protrude into the area of a visibility triangle.

Building Projections:

There shall be no building projections into any required yard except for eaves with a maximum projection of 42 inches, but no closer than 5 feet to a property line; and those structures allowed in Section 804.03.

Visibility at Intersections:

Visibility at intersections shall be provided as required in this LDR. **[Revised 12-18-92]**

C, CONSERVATION DISTRICT

Intent. The C, Conservation District, is designed to:

(1) Protect persons and private property from the hazards of flood water inundation and to protect the community from costs which are incurred when urban development occurs in flood plains; and
(2) Conserve important natural and historic resources for ecological purposes and for the enjoyment and education of future residents.

Permitted uses.

Fishing and picnicking
Nature trails and exhibits
Park ranger residence, State of Florida or Volusia County. The structure may be occupied by only one State of Florida or Volusia County Park Ranger and his family. Said ranger must be a state certified law enforcement officer. The structure shall be built in accordance with the requirements of the R-2, Single-Family Residential District in this LDR.
Public and private parks
Public utility lines and utility facilities
Silvicultural operations which follow state-prescribed best management practices

Permitted accessory uses.

Incidental uses
Recreation facilities related to the permitted uses

Special exceptions.

Fishing, hunting or nonprofit organizations camps
Riding stables

Dimensional requirements.

Minimum lot size.
Area: 20,000 square feet
Depth: 200 feet
Width: 100 feet
Minimum yard size.
Front yard: 40 feet, or as required per [sub]section 504.01M. of this LDR
Rear yard: 30 feet
Side yard: Ten feet

Minimum setback from wetlands.
Any jurisdictional wetland line: 25 feet towards upland

Maximum building coverage. The total area covered with buildings on any lot shall not exceed 30 percent of the total lot area.

Maximum impervious coverage. The total area covered with impervious materials on any lot shall not exceed 35 percent of the total lot area.

Maximum principal building height. 35 feet above finished grade.

Landscaping. Landscaped buffer area(s) as defined in this LDR shall be required at property lines as follows:

(1) All front property lines; and
(2) Along side or rear lot line abutting a residentially zoned lot.

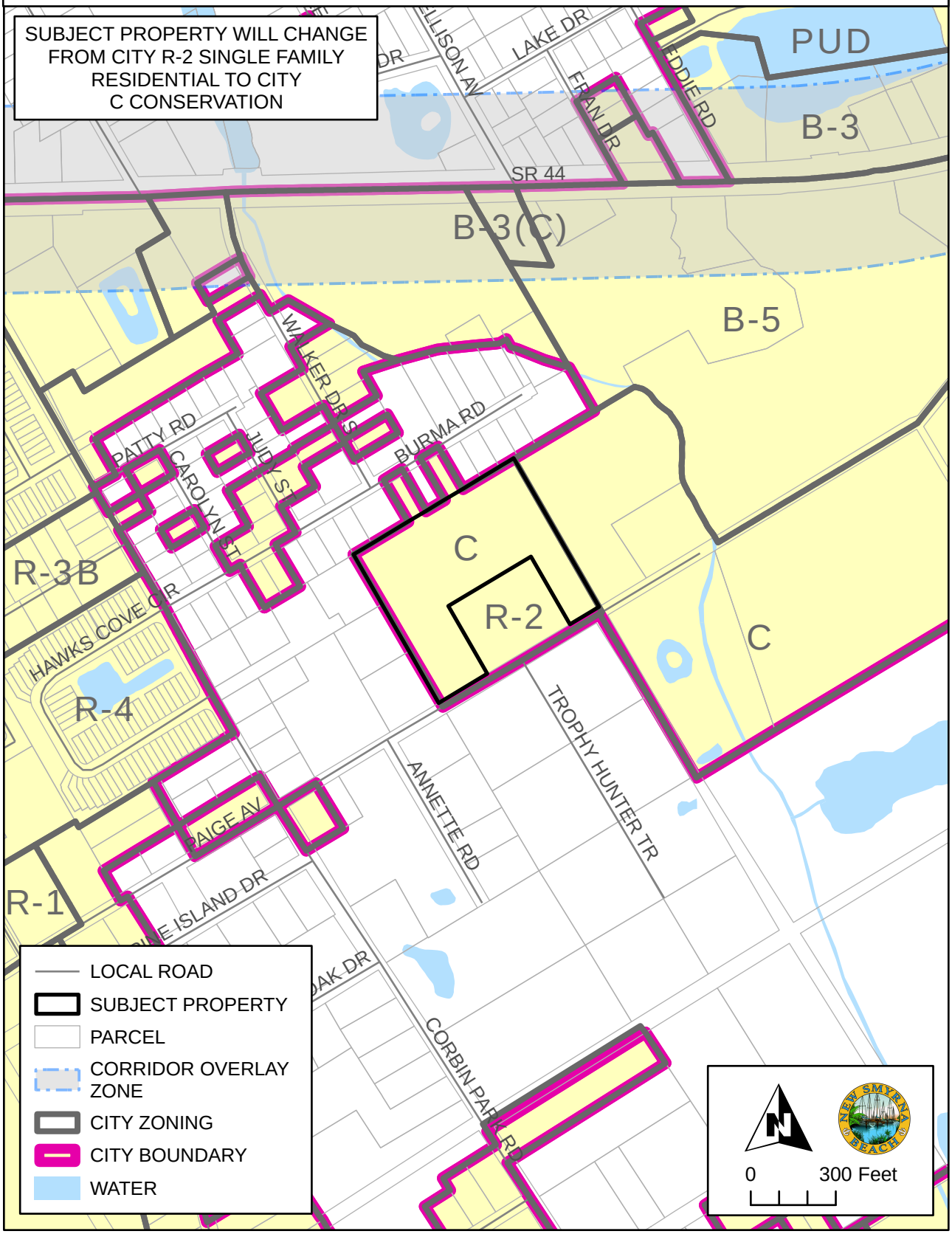
Visibility at intersections. Visibility at intersections shall be provided as required in this LDR.

Off-street parking. Off-street parking shall be provided as required in this LDR.

Building projections. There shall be no building projections into any required yard except for eaves with a maximum projection of 42 inches, but no closer than five feet to a property line; and those structures allowed in [sub]section 804.03.

PROPOSED ZONING

Z-1-26



LEGAL DESCRIPTION

Address

Paige Avenue, New Smyrna Beach, Florida 32168

Parcel Number

7343-06-00-0744

AltKey Number

8031450

Metes and Bounds by Professional Title Agency:

Being a portion of Lot 75, Block 22, Dougherty's Subdivision of the Thomas Napier Grant, according to the map recorded in Deed Book "M", Page 688 (also recorded in Map Book 2, Page 42) Public Records of Volusia County, Florida, being further described as follows:

Commencing at the southwest corner of Lot 76, Block 22, Dougherty's Subdivision of the Thomas Napier Grant as recorded in Map 2, Page 42 of the Public Records of Volusia County. Thence N 59°03'08" E, a distance of 650.05 feet to the southwest corner of Lot 75, Block 22, of said Dougherty's Subdivision, Thence N29°50'30" W, a distance of 50.00 feet to the northerly line of the south 50 feet of Lot 75 corner and being the point of beginning; thence N29°50'30"W along the westerly line of said Lot 75, a distance of 604.00 feet to the northerly line of said Lot 75; thence N59°00'34"E, along the northerly line of said Lot 75, a distance of 659.25 feet to the easterly line of said Lot 75; thence S29°53'28"E, along the easterly line of said Lot 75, a distance of 604.45 feet to the northerly line of the southerly 50 feet of Lot 75; Thence S59°03'08"W along said northerly line of the southerly 50 feet of Lot 75, a distance of 120.00 feet; Thence N29°53'28"W a distance of 275.80 feet; thence S59°03'08"W a distance of 339.51 feet; Thence S29°50'30"E, a distance of 275.80 feet to the said Northerly line of the southerly 50 feet of Lot 75; thence S59°03'08"W a distance of 200.00 feet to the Point of Beginning.

Prepared by and Return To:
Teresa Prompovitch
Professional Title Agency, a division of LandCastle Title Group, LLC
313 Julia Street
New Smyrna Beach, FL 32168

Order No.: N[redacted]

APN/Parcel ID(s): 734306000744

WARRANTY DEED

THIS WARRANTY DEED dated June 18, 2026 by Robert J. Malecki and Patricia A. Malecki, husband and wife, hereinafter called the grantor, to City of New Smyrna Beach, a municipal corporation, a corporation existing under the laws of the State of Florida, whose post office address is 210 Sams Ave, New Smyrna Beach, FL 32168, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of Ten And No/100 Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in the County of Volusia, State of Florida, to wit:

Being a portion of Lot 75, Block 22, Dougherty's Subdivision of the Thomas Napier Grant, according to the map recorded in Deed Book "M", Page 688 (also recorded in Map Book 2, Page 42) Public Records of Volusia County, Florida, being further described as follows:

Commencing at the southwest corner of Lot 76, Block 22, Dougherty's Subdivision of the Thomas Napier Grant as recorded in Map 2, Page 42 of the Public Records of Volusia County. Thence N 59°03'08" E, a distance of 650.05 feet to the southwest corner of Lot 75, Block 22, of said Dougherty's Subdivision, Thence N29°50'30" W, a distance of 50.00 feet to the northerly line of the south 50 feet of Lot 75 corner and being the point of beginning; thence N29°50'30"W along the westerly line of said Lot 75, a distance of 604.00 feet to the northerly line of said Lot 75; thence N59°00'34"E, along the northerly line of said Lot 75, a distance of 659.25 feet to the easterly line of said Lot 75; thence S29°53'28"E, along the easterly line of said Lot 75, a distance of 604.45 feet to the northerly line of the southerly 50 feet of Lot 75; Thence S59°03'08"W along said northerly line of the southerly 50 feet of Lot 75, a distance of 120.00 feet; Thence N29°53'28"W a distance of 275.80 feet; thence S59°03'08"W a distance of 339.51 feet; Thence S29°50'30"E, a distance of 275.80 feet to the said Northerly line of the southerly 50 feet of Lot 75; thence S59°03'08"W a distance of 200.00 feet to the Point of Beginning.

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

WARRANTY DEED
(continued)

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2025.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Witness Signature

Teresa A. Prompovitch
Print Name

Address: 313 Julia Street

New Smyrna Beach, FL 32168

Witness Signature

Print Name

Address: 313 Julia Street

New Smyrna Beach, FL 32168

Robert J. Malecki

Patricia A. Malecki

Address: 3086 Log Cabin Lane
Edgewater, FL 32132

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 18th day of June, 2026, by Robert J. Malecki and Patricia A. Malecki, to me known to be the person(s) described in or who has/have produced Drivers License as identification and who executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same.

NOTARY PUBLIC
My Commission Expires:

TERESA A. PROMPOVITCH
Commission # HH 765201
Expires March 21, 2030

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 59-26 Rezoning - Page Ave.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 59-26

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH REZONING 7± ACRES OF PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF PAIGE AVENUE, EAST OF CORBIN PARK ROAD, FROM VOLUSIA COUNTY *R-2 A, SINGLE FAMILY RESIDENTIAL AIRPORT OVERLAY* TO CITY *C A, CONSERVATION AIRPORT OVERLAY* ZONING DISTRICT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florida 32168, applicant on behalf of City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, property owner, has requested the annexation of 7± acres of property generally located on the north side of Paige Avenue, east of Corbin Park Road, from Volusia County *R-2 A, Single Family Residential Airport Overlay* to City *C A, Conservation Airport Overlay* zoning district; and

WHEREAS, the Planning and Zoning Board, at its regular scheduled meeting on September 14, 2026, by a vote of 7-0, recommended that the City Commission approve the requested rezoning; and

WHEREAS, the City Commission finds that the requested rezoning is consistent with the City Comprehensive Plan; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to rezone said property as more particularly described hereinafter.

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

SECTION 1: ***Rezoning.*** That the 7± acres of property generally located on the north side of Paige Avenue, east of Corbin Park Road, in the City of New Smyrna Beach, Florida, said properties more particularly described as follows:

7343-06-00-0744
Paige Avenue

Being a portion of Lot 75, Block 22, Dougherty's Subdivision of the Thomas Napier Grant, according to the map recorded in Deed Book "M", Page 688 (also recorded in Map Book 2, Page 42) Public Records of Volusia County, Florida, being further described as follows:

Commencing at the southwest corner of Lot 76, Block 22, Dougherty's Subdivision of the Thomas Napier Grant as recorded in Map 2, Page 42 of the Public Records of Volusia County. Thence N 59°03'08" E, a distance of 650.05 feet to the southwest corner of Lot 75, Block 22, of said Dougherty's Subdivision, Thence N29°50'30" W, a distance of 50.00 feet to the northerly line of the south 50 feet of Lot 75 corner and being the point of beginning; thence N29°50'30"W

along the westerly line of said Lot 75, a distance of 604.00 feet to the northerly line of said Lot 75; thence N59°00'34"E, along the northerly line of said Lot 75, a distance of 659.25 feet to the easterly line of said Lot 75; thence S29°53'28"E, along the easterly line of said Lot 75, a distance of 604.45 feet to the northerly line of the southerly 50 feet of Lot 75; Thence S59°03'08"W along said northerly line of the southerly 50 feet of Lot 75, a distance of 120.00 feet; Thence N29°53'28"W a distance of 275.80 feet; thence S59°03'08"W a distance of 339.51 feet; Thence S29°50'30"E, a distance of 275.80 feet to the said Northerly line of the southerly 50 feet of Lot 75; thence S59°03'08"W a distance of 200.00 feet to the Point of Beginning.

shall be and the same is hereby rezoned from Volusia County *R-2 A, Single Family Residential Airport Overlay* to City *C A, Conservation Airport Overlay* zoning district.

SECTION 2: ***Quasi-Judicial Public Hearing.*** It is hereby found that a quasi-judicial public hearing held by the City Commission to consider adoption of this ordinance on October 27, 2026, at 5:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, to consider the rezoning request in accordance with *Bd. of Cty. Com'rs of Brevard v. Snyder*, 627 So.2d 469 (Fla. 1993) in a manner to insure that all parties are provided an opportunity to be heard, present evidence and cross-examine witnesses, and to be informed of all the facts upon which the Commission's decision on the rezoning is based, after notice published at least 10 days prior to hearing, is deemed to comply with §166.041(3)(a), Fla.Stat.

SECTION 3: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 4: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 5: ***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 become effective THIRTY-ONE (31) days following adoption of Ordinance No. 55-26, the Small Scale Comprehensive Plan Amendment for the subject property, by the City Commission unless a challenge is filed to said ordinance under §163.3187, F.S. In the event that Ordinance No. 55-26, the Small Scale Comprehensive Plan Amendment, is challenged this ordinance shall become effective upon the state land planning agency or the Administration Commission, respectively, issuing a final order determining that the adopted small scale development amendment is in compliance.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Date: 9/29/2026

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 56-26: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD ANNEX APPROXIMATELY 6.63 ± ACRES OF LAND LOCATED AT 670 WILLIAMS ROAD.

October 27, 2026

Background:

Applicant and Property Owners: Kevin M. Lemire and Donna C. Whittum, 670 Williams Road, New Smyrna Beach, Florida 32168.

Request: Voluntary annexation:

- **From:** Unincorporated Volusia County.
- **To:** City of New Smyrna Beach.

Site Information:

- **Size:** 6.63 ± acres.
- **Location:** West side of Williams Road, north of Pioneer Trail.
- **Tax I.D. Number:** 7314-00-00-0105.

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. A new updated agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Williams Road is currently developed with a single-family house and accessory structures. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**. Existing land uses are shown on the map attached as **Exhibit C**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use and zoning designations that would be as similar as possible to existing County designations. The existing County FLU category is Rural. The

existing County zoning designation is A-2, Agriculture. The proposed City FLU category is Rural. The proposed City zoning designation is A-2, Agriculture.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit D).** The parcel on Williams Road has an 8-inch PVC water service line in the Williams Road right-of-way, but sewer service and Reclaim service are not available. A map of the soil limitations for septic systems is attached as **Exhibit E**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property on Williams Road is currently developed with a single-family house with no plans to increase density for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

A map showing the subject properties incorporated into Commission Zone 3 is attached as **Exhibit F**. The ISBA map is attached as **Exhibit G**. The legal description and Warranty Deed are attached as **Exhibits H** and **I**.

Recommendations:

At its regular scheduled meeting on September 14, 2026, the Planning and Zoning Board voted, 7-0, to give a positive recommendation to the City Commission to **approve** the requested annexation application.

The Planning Department recommends the City Commission to **approve** the requested annexation application.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

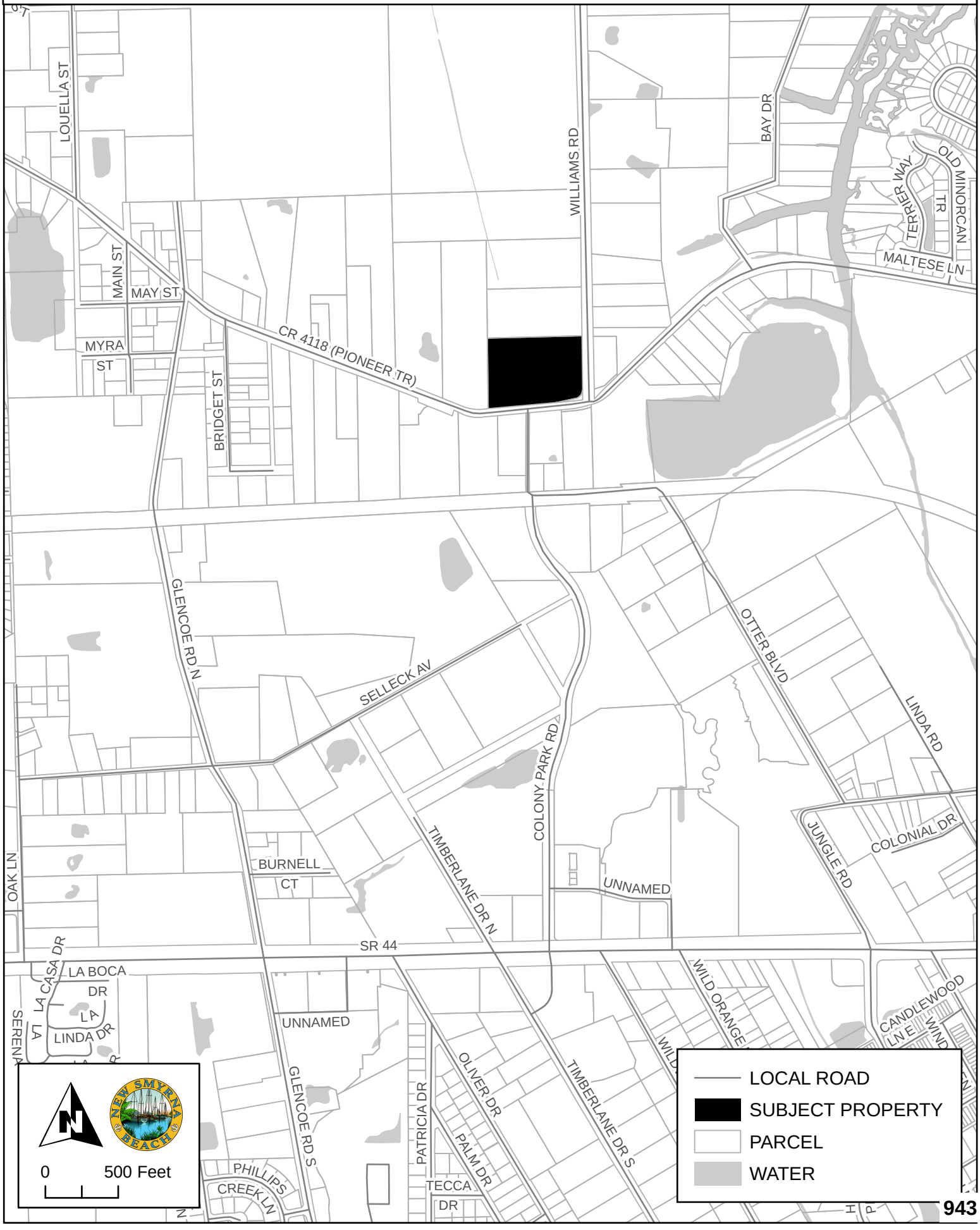
Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing Land Use Map.pdf
Exhibit D Water and Sewer Service Area.pdf
Exhibit E Soil Limitation for Septic Systems.pdf

Exhibit F Commission Zones Map.pdf
Exhibit G Interlocal Service Boundary Agreement Map.pdf
Exhibit H Legal Description.pdf
Exhibit I Warranty Deed.pdf
Business Impact Estimate - Ord 56-26 670 Williams Rd (Annex).pdf
Ord 56-26 Annexation 670 Williams Rd.pdf

A-6-26: 670 WILLIAMS ROAD
PARCEL: 7314-00-00-0105 LOCATION MAP

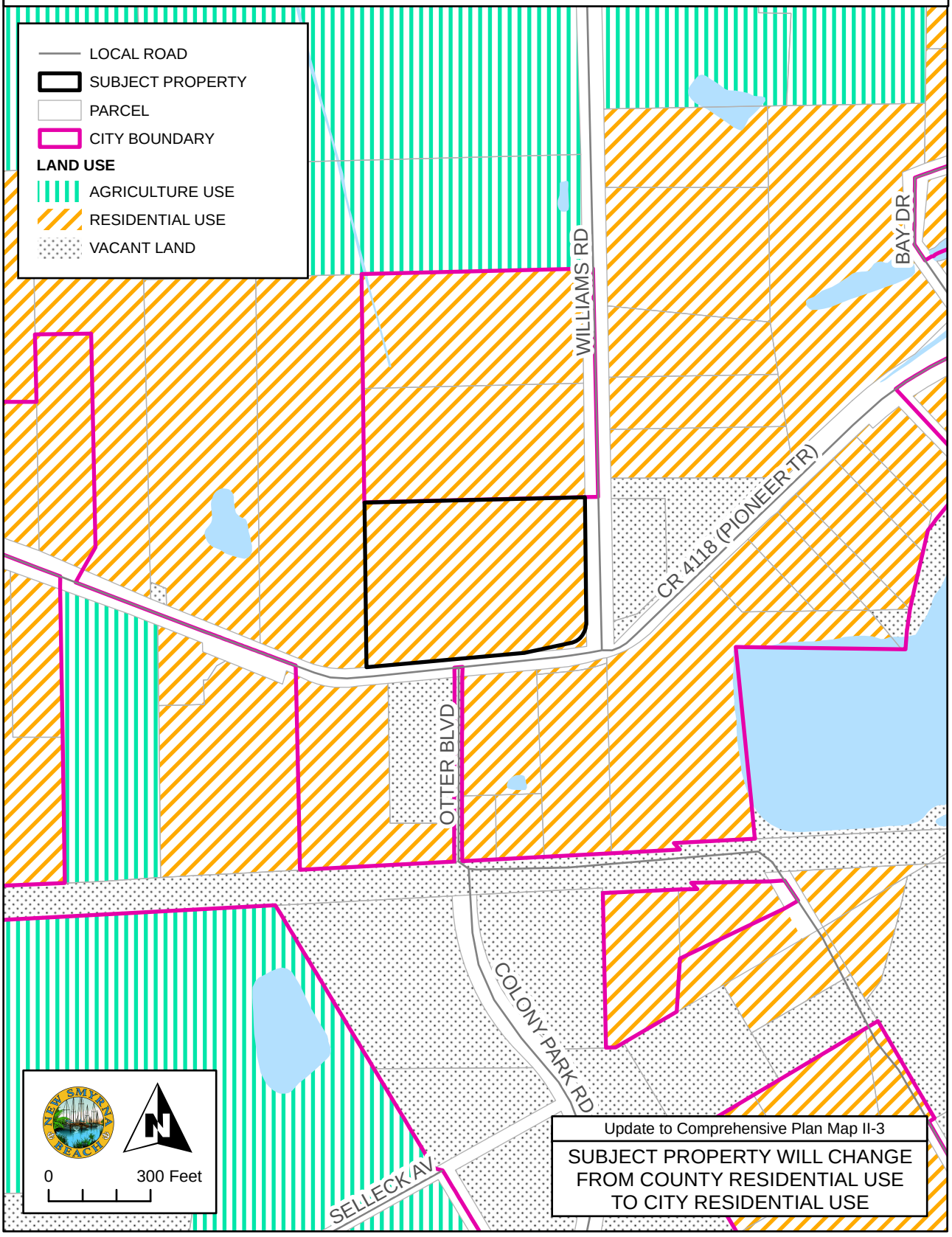


A-6-26: 670 WILLIAMS ROAD
PARCEL: 7314-00-00-0105 AERIAL MAP



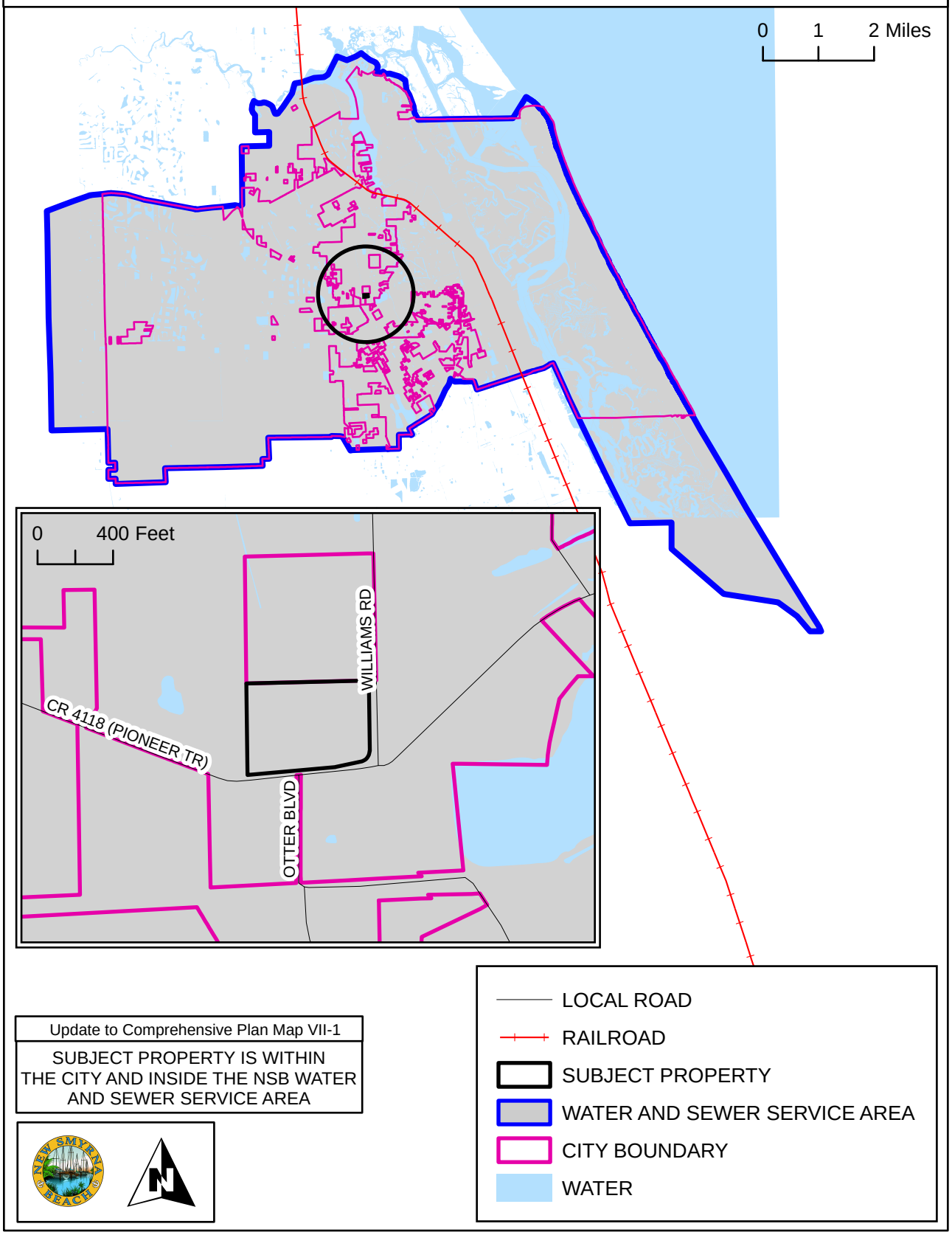
EXISTING LAND USE DESIGNATIONS

A-6-26



WATER AND SEWER SERVICE AREA

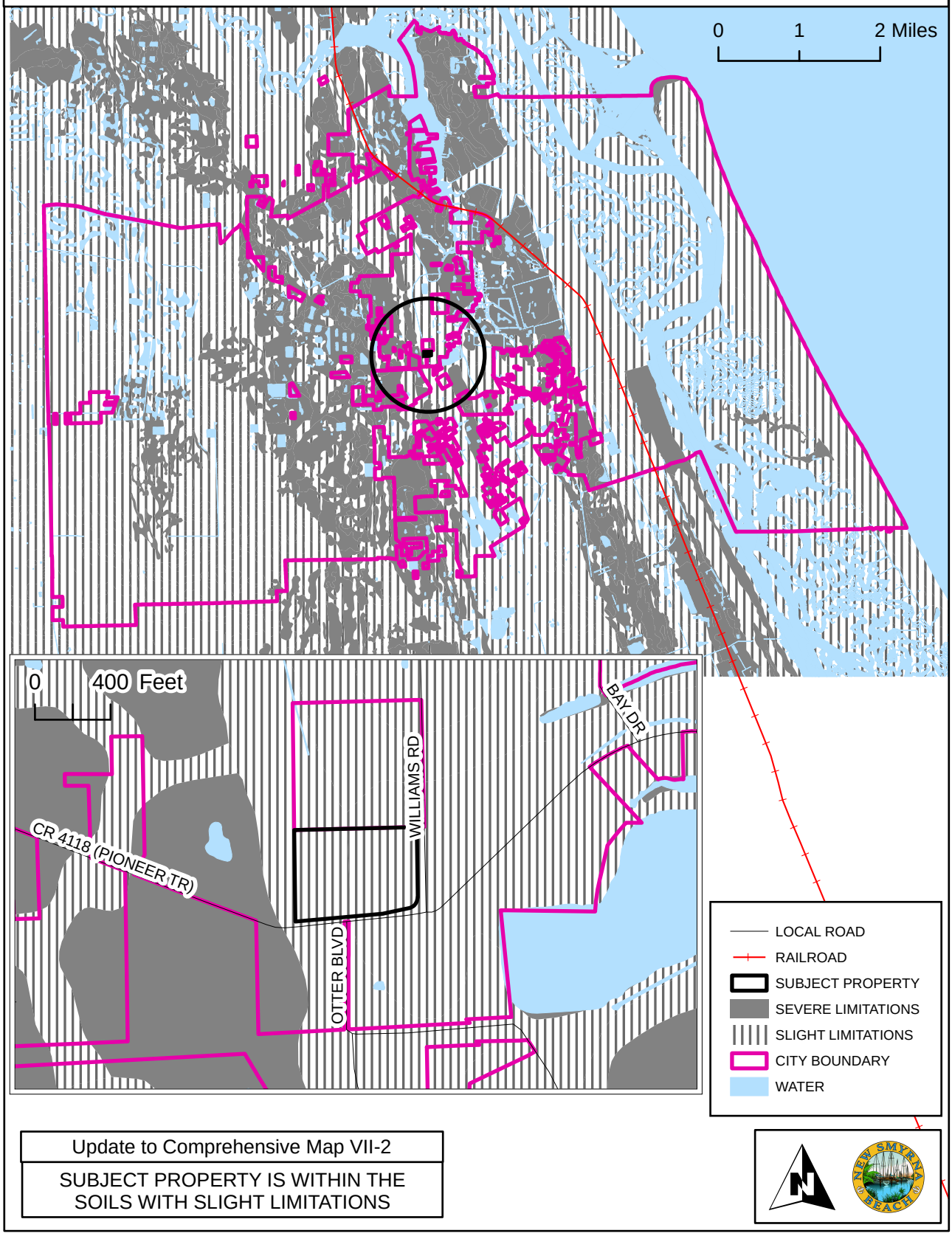
A-6-26



Update to Comprehensive Plan Map VII-1
SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-6-26

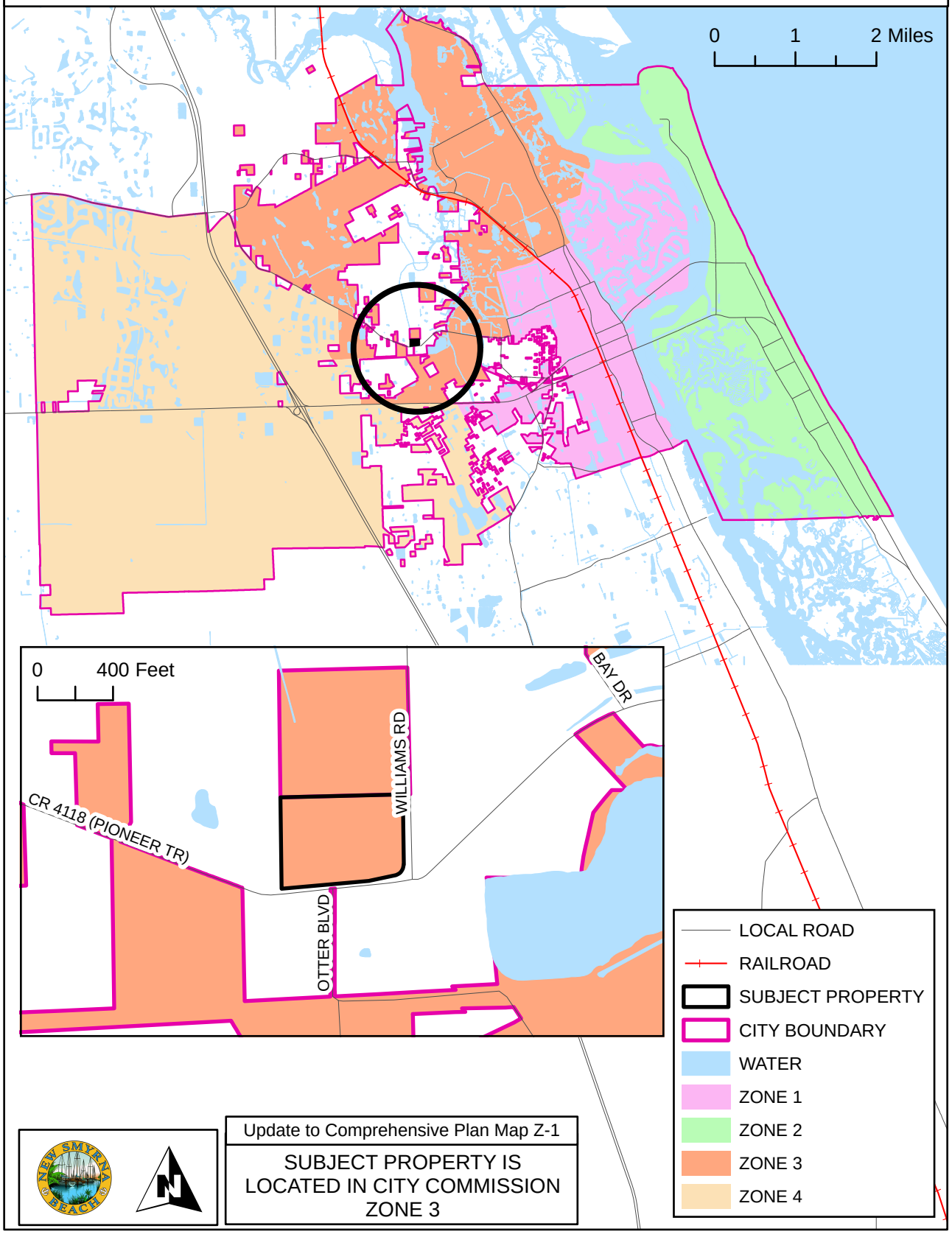


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SLIGHT LIMITATIONS

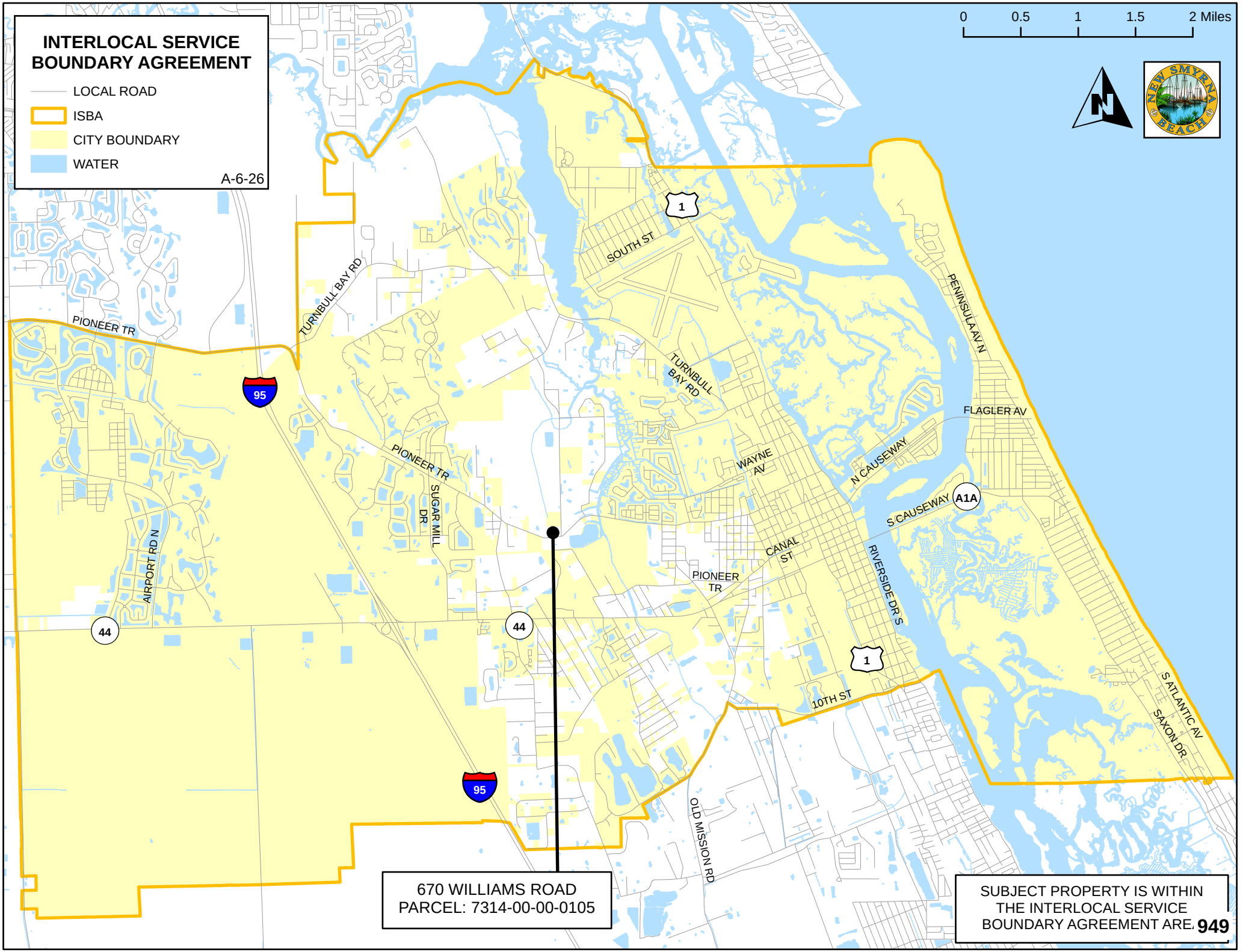
COMMISSION ZONES

A-6-26



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 3


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-6-26
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
N CAUSEWAY
WAYNE AV
S CAUSEWAY
A1A
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
SUGAR MILL DR
AIRPORT RD N
OLD MISSION RD
95
44
1
670 WILLIAMS ROAD
PARCEL: 7314-00-00-0105
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ARE.
949

LEGAL DESCRIPTION

Address:
670 Williams Road, New Smyrna Beach, Florida 32168

Parcel Number
7314-00-00-0105

AltKey Number:
6042217

Metes and Bounds by Fidelity National Title of Florida Inc and American Governmental Services Corp:

THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, LYING WEST OF WILLIAMS ROAD AND NORTH OF PIONEER TRAIL.

LESS AND EXCEPT LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6923, PAGE 2704, OFFICIAL RECORDS BOOK 6758, PAGE 3404, OFFICIAL RECORDS BOOK 6610, PAGE 2732, OFFICIAL RECORDS BOOK 4608, PAGE 2448 AND OFFICIAL RECORDS BOOK 4064, PAGE 1442. LESS AND EXCEPT ROAD RIGHT OF WAY.

ALSO DESCRIBED AS:

A PORTION OF THE SOUTHEAST ONE QUARTER (SOUTHEAST 1/4) OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCE AT THE NORTHWEST CORNER OF SAID SOUTHEAST ONE QUARTER (SOUTHEAST 1/4) OF SAID SECTION 14; THENCE RUN NORTH 88°36'11" EAST, ALONG THE NORTH LINE OF THE NORTHWEST ONE QUARTER (NORTHWEST 1/4) OF THE SOUTHEAST ONE QUARTER (SOUTHEAST 1/4) OF SECTION 14, 1294.60 FEET TO THE WEST RIGHT OF WAY LINE OF WILLIAMS ROAD, AN 85 FOOT RIGHT OF WAY AS NOW LAID OUT; THENCE SOUTH 00°40'47" EAST, ALONG SAID WEST RIGHT OF WAY LINE, 1008.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°40'47" EAST, 438.82 FEET TO THE INTERSECTION OF SAID WEST RIGHT OF WAY LINE OF WILLIAMS ROAD

WITH THE NORTH RIGHT OF WAY LINE OF PIONEER TRAIL (S.R 40-A), (C.R. 4118), A 66 FOOT RIGHT OF WAY AS NOW LAID OUT AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 333.61 FEET, A CENTRAL ANGLE OF 10°06'40" AND A CHORD BEARING OF SOUTH 79°46'16" WEST; THENCE ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT OF WAY LINE, 58.87 FEET; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 84°49'36" WEST, 633.08 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 00°40'47" WEST, 484.98 FEET; THENCE NORTH 88°36'11" EAST, 649.05 FEET TO THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF WILLIAMS ROAD AND THE POINT OF BEGINNING.

LESS AND EXCEPT;

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORD BOOK 7421. PAGE 2975 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5/8" IRON ROD AND CAP STAMPED "LB 7917" MARKING THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; THENCE NORTH 88°38'30" EAST (N 88°36' 11" E BY DEED) ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 1294.60 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF WILLIAMS ROAD, AN 85.00 FOOT RIGHT OF WAY AS NOW LAID OUT, AS DESCRIBED IN OFFICIAL RECORD BOOK 1377, PAGE 217 AND OFFICIAL RECORD BOOK 1194, PAGE 671 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE OF THE SOUTHEAST 1/4 RUN SOUTH 01 °00'50" EAST (S 00°40'47" E BY DEED) ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 1384.76 FEET TO THE POINT OF BEGINN!NG: THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 01°00'50" EAST (S 00°40'47" E BY DEED) A DISTANCE OF 60.79 FEET TO A POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL (S.R. 40-A), (C.R. 4118), A 66.00 FOOT RIGHT OF WAY AS NOW LA!D OUT, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A NON-TANGENTIAL CURVE CONCAVE NORHTWESTERLY, HAVING A RADIUS OF 352.00 FEET, A DELTA OF 10°43'06", A CHORD BEARING AND DISTANCE OF SOUTH 79°07'18" WEST, 65.75 FEET; THENCE DEPARTING SAID WESTERLY R!GHT OF WAY

LINE OF WILLIAMS ROAD RUN ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL A DISTANCE OF 65.85 FEET TO A POINT; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH 84°28'51" WEST (S 84°49'36" W BY DEED) A DISTANCE OF 118.73 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE RUN NORTH 77°51'59" EAST A DISTANCE OF 139.57 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADJUS OF 55.00 FEET, A DELTA OF 72°36'42", A CHORD BEARING A DISTANCE OF NORTH 42°03'50" EAST, 65.13 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 69.70 FEET TO A POINT ON A NON-TANGENCIAL LINE; THENCE NORTH 12°55'2 l" EAST A DISTANCE OF 7. IO FEET TO A POINT LYING ON THE AFORESAID WESTERLY RIGHT OF WAY LINE OF WILLIAMS ROAD AND THE POINT OF BEGINNING.

CONTAINING 2,305 SQUARE FEET, MORE OR LESS.

Prepared by and Return To:
Bobbie Haynes
Fidelity National Title of Florida, Inc.
304 North Causeway
New Smyrna Beach, FL 32169

Order No.: 15-17-0507

For consideration: $480,000

APN/Parcel ID(s): 731400000105

WARRANTY DEED

THIS WARRANTY DEED dated June 23, 2017, by Joseph Stephen Filakosky and Lynda Ann Filakosky, husband and wife, individually and as Trustees of the Filakosky Family Trust U/A/D October 9, 1997, hereinafter called the grantor, to Kevin M. Lemire and Donna C. Whittum, husband and wife, whose post office address is 670 Williams Road , New Smyrna Beach, FL 32168, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of Ten And No/100 Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in the County of Volusia, State of Florida, to wit:

The Northwest 1/4 of the Southeast 1/4 of Section 14, Township 17 South, Range 33 East, Volusia County, Florida, lying West of Williams Road and North of Pioneer Trail. Less and except lands described in Official Records Book 6923, Page 2704, Official Records Book 6758, Page 3404, Official Records Book 6610, Page 2732, Official Records Book 4608, Page 2448 and Official Records Book 4064, Page 1442. Less and except road right of way.

Also described as:

A portion of the Southeast one quarter (Southeast 1/4) of Section 14, Township 17 South, Range 33 East, Volusia county, Florida, being more particularly described as follows;

Commence at the Northwest corner of said Southeast one Quarter (Southeast 1/4) of said section 14; thence run North 88°36'11" East, along the North line of the Northwest one quarter (Northwest 1/4) of the Southeast One Quarter (Southeast 1/4) of Section 14, 1294.60 feet to the West right of way line of Williams Road, an 85 foot right of way as now laid out; thence South 00°40'47" East, along said west right of way line, 1008.83 feet to the point of beginning; thence continue South 00°40'47" East, 438.82 feet to the intersection of said West right of way line of Williams Road with the North right of way line of Pioneer Trail (S.R 40-A), (C.R. 4118), A 66 foot right of way as now laid out and the beginning of a non tangent curve concave Northerly, having a radius of 333.61 feet, a central angle of 10°06'40" and a chord bearing of South 79°46'16" West; thence along the arc of said curve and said Northerly right

WARRANTY DEED
(continued)

of way line, 58.87 feet; thence continue along said North right of way line, South 84°49'36" West, 633.08 feet; thence departing said North right of way line, North 00°40'47" West, 484.98 feet; thence North 88°36'11" East, 649.05 feet to the aforementioned West right of way line of Williams Road and the point of beginning.

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2016.

CERTIFICATION OF TRUST ATTACHED HERETO AS EXHIBIT "B" and MADE A PART HEREOF.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Witness Signature

JUDITH A. REIKER

Print Name

Witness Signature

Gina Stager

Print Name

Joseph Stephen Filakosky, individually and as Trustee, of the Filakosky Family Trust U/A/D October 9, 1997

Lynda Ann Filakosky

Lynda Ann Filakosky, individually and as Trustee, of the Filakosky Family Trust U/A/D October 9, 1997

Address: 2565 Glencoe Farms Road
New Smyrna Beach, FL 32168

WARRANTY DEED
(continued)

State of FLORIDA
County of VOLUSIA
The foregoing instrument was acknowledged before me this 23 day of JUNE 2017, by JOSEPH STEPHEN FILAKOSKY AND LYUDMILA FILAKOSKY, to me known to be the person(s) described in or who has/have produced DRIVER LICENSE as identification and who executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same.

Witness my hand and official seal in the County and State last aforesaid this 23 day of JUNE, 2017.

NOTARY PUBLIC
My Commission Expires:

JUDITH A. REIKER
MY COMMISSION # FF 089004
EXPIRES: May 21, 2018
Bonded Thru Notary Public Underwriters

Prepared by and Return To:
Bobbie Haynes
Fidelity National Title of Florida, Inc.
304 North Causeway
New Smyrna Beach, FL 32169

** EXHIBIT "B" **

CERTIFICATION OF TRUST

STATE OF FLORIDA

COUNTY OF VOLUSIA

BEFORE ME, the undersigned authority, personally appeared ("Affiant") who deposes and says:

1. This Certification pertains to the following trust (insert name of trust and reference any amendments thereto): Joseph Stephen Filakosky and Lynda Ann Filakosky, Trustees, of the Filakosky Family Trust U/A/D October 9, 1997 (the "Trust"), which was executed on October 9, 1997 and is currently in existence.
2. The name of each settlor (creator) of the Trust is: _____.
3. The identity and address of the currently acing trustee(s) are: , 2565 Glencoe Farms Road, New Smyrna Beach, FL 32168.
4. The trustees of the Trust have full power and authority to mortgage and convey real property, including the property described on Exhibit "A" attached hereto and made a part hereof (the "Property"), and to sign all closing documents without the consent of any beneficiary.
5. The Trust is ☒ revocable or ☒ ~~irrevocable~~. If revocable, the name of each person holding a power to revoke the Trust is: _____.
(If left blank, the settlor(s) are the only person(s) with power of revocation)
6. The authority of the trustees as set forth in Paragraph 4 above may be executed by Affiant alone, as trustee of the Trust, without the necessity of any other co-trustee signing or otherwise authenticating such instruments unless indicated otherwise herein. Indicate the name of any co-trustee whose signature is required:

   N/A
7. If the Trust is acquiring title to the Property, title shall be acquired as follows:

   N/A.
8. The Trust has not been revoked or amended so as to cause the representations contained in this Certification to be incorrect.
9. The Property:

   ☐ has never been the homestead property of any settlor or beneficiary or their dependents; or

   ☒ is/was the homestead property of the following settlor or beneficiary or their dependents:

   _____.
10. If any settlor or beneficiary listed in Paragraph 9 above is deceased, I hereby represent that said settlor was not survived by a spouse or minor child.

CERTIFICATION OF TRUST
(continued)

11. An authentic copy of the Trust, pertinent excerpts from the Trust or related documents may be attached hereto as Exhibit "B" if deemed necessary or appropriate and, if so, shall be incorporated herein and shall be made a part hereof.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Joseph Stephen Filakosky, Trustee, of the Filakosky Family Trust U/A/D October 9, 1997

Lynda Ann Filakosky, Trustee, of the Filakosky Family Trust U/A/D October 9, 1997

State of Florida

County of Volusia

Sworn to and subscribed before me this 23 of June, 2017, by Joseph Stephen Filakosky and Lynda Ann Filakosky, who is personally known to me or who presented Driver License as identification.

Notary Public
My Commission Expires: _____

JUDITH A. REIKER
MY COMMISSION # FF 089004
EXPIRES: May 21, 2018
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

Legal Description

The Northwest 1/4 of the Southeast 1/4 of Section 14, Township 17 South, Range 33 East, Volusia County, Florida, lying West of Williams Road and North of Pioneer Trail. Less and except lands described in Official Records Book 6923, Page 2704, Official Records Book 6758, Page 3404, Official Records Book 6610, Page 2732, Official Records Book 4608, Page 2448 and Official Records Book 4064, Page 1442. Less and except road right of way.

Also described as:

A portion of the Southeast one quarter (Southeast 1/4) of Section 14, Township 17 South, Range 33 East, Volusia county, Florida, being more particularly described as follows;

Commence at the Northwest corner of said Southeast one Quarter (Southeast 1/4) of said section 14; thence run North 88°36'11" East, along the North line of the Northwest one quarter (Northwest 1/4) of the Southeast One Quarter (Southeast 1/4) of Section 14, 1294.60 feet to the West right of way line of Williams Road, an 85 foot right of way as now laid out; thence South 00°40'47" East, along said west right of way line, 1008.83 feet to the point of beginning; thence continue South 00°40'47" East, 438.82 feet to the intersection of said West right of way line of Williams Road with the North right of way line of Pioneer Trail (S.R 40-A), (C.R. 4118), A 66 foot right of way as now laid out and the beginning of a non tangent curve concave Northerly, having a radius of 333.61 feet, a central angle of 10°06'40" and a chord bearing of South 79°46'16" West; thence along the arc of said curve and said Northerly right of way line, 58.87 feet; thence continue along said North right of way line, South 84°49'36" West, 633.08 feet; thence departing said North right of way line, North 00°40'47" West, 484.98 feet; thence North 88°36'11" East, 649.05 feet to the aforementioned West right of way line of Williams Road and the point of beginning.

THE FILAKOSKY FAMILY TRUST

TRUST AGREEMENT, by and between JOSEPH STEPHEN FILAKOSKY and LYNDA ANN FILAKOSKY, of Volusia County, Florida, hereinafter called "Grantors" and the same JOSEPH STEPHEN FILAKOSKY and LYNDA ANN FILAKOSKY, hereinafter with all successors, collectively called the "Trustees". The term Trustee, whether used in the plural or singular, whether masculine or feminine in nature shall be interchangeable.

WITNESSETH:

In consideration of the acceptance by the Trustees of the Trust hereby created, the Grantors have assigned, transferred and delivered to the Trustees all property listed on Schedule "A" attached hereto and made a part hereof, receipt of which property is hereby acknowledged by the Trustees, which shall be referred to herein as the Trust Estate. The Trust Estate property shall be held, managed, invested and reinvested, upon the following terms and conditions:

ARTICLE I

DESIGNATION OF TRUST

The Trust shall be known as the "FILAKOSKY FAMILY TRUST."

ARTICLE II

REVOCABILITY, AMEND ABILITY AND ADDITIONS TO TRUST

2.1) The Grantors reserve the right to revoke this Trust at any time without anyone's consent and without providing any reason, provided that upon such revocation all assets shall be restored to the ownership of the Grantors in the manner and to the same extent that such ownership existed prior to the creation of the Trust. Revocation shall be in writing and shall be effective upon execution by the Grantors.

2.2) The Grantors reserve the right to amend this Trust, in whole or in part, without anyone's consent, except that the same shall not be amended to increase the duties or responsibilities of any Trustee then serving without such Trustee's consent. Any amendment to this Trust Agreement must be in writing and executed by the Grantors in the presence of at least two (2) subscribing witnesses who subscribe their names as witnesses in the presence of the Grantors.

2.3) The right herein reserved to the Grantors to revoke and amend this Trust is hereby declared to be personal, exercisable by the Grantors alone, and not by any other person, including an attorney-in-fact or Court appointed guardian. Except as provided hereinafter, no such guardian

ARTICLE V
TRUSTEE OF THIS TRUST

5.1) The Trustees of this Trust shall be JOSEPH STEPHEN FILAKOSKY and LYNDA ANN FILAKOSKY, or the survivor of them.

5.2) If JOSEPH STEPHEN FILAKOSKY and LYNDA ANN FILAKOSKY are unable (as hereinafter defined) to serve as Trustees of this Trust, or upon the death of JOSEPH STEPHEN FILAKOSKY and LYNDA ANN FILAKOSKY, then the Grantors' son, DAVID CARL FILAKOSKY, will serve as Successor Trustee.

If the Grantors' son, DAVID CARL FILAKOSKY should for any reason be unable to serve as Successor Trustee, then and in that event, Grantors' son, JOSEPH STEPHEN FILAKOSKY, Jr. shall serve as Alternate Successor Trustee.

All Successor Trustees shall have all the same rights, privileges, powers and immunities and shall be subject to all of the duties herein assumed and conferred upon the original Trustees.

5.3) For purposes of this Trust, the Grantors shall be deemed to have full capacity until the happening of one of the following events:

(a) Delivery to a Trustee of the written statements of two licensed Doctors of Medicine that a Grantor is incapacitated. Upon such delivery, the Trustee and third parties are protected in relying upon such statements without further act or notice; or

(b) Delivery to a Trustee of a notice of adjudication by a Court, competent to make such adjudication, that a Grantor no longer has legal capacity, or the notice of appointment of a guardian or conservator for a Grantor.

5.4) If all enumerated Trustees, named above, are unable or unwilling to act, the income beneficiaries who are sui juris, and if not, through their guardian, may, by a majority in number, designate a Trustee to act. Such appointment shall be in writing and executed in the presence of two (2) subscribing witnesses.

5.5) A Trustee may resign at any time by filing with each income beneficiary a written notice of resignation which shall become effective upon the qualification of a Successor Trustee. A Successor Trustee shall qualify by filing a written notice of acceptance with the income beneficiaries who are sui juris at the time of acceptance, and with the guardian of those income beneficiaries who are not sui juris. Any Trustee or Successor Trustee hereunder shall have the right to resign at anytime by giving thirty (30) days written notice to the current income beneficiaries of the Trust. Thereafter, a majority of such beneficiaries who are sui juris shall

have the right within such thirty (30) day period to appoint a Successor Trustee unless a Successor Trustee is already designated to serve under the provisions of this Trust. The Successor Trustee to a resigning Corporate Trustee shall at all times be a Corporate Trustee. In the event the current income beneficiaries shall fail to designate a Successor Trustee within the time specified, then the acting Trustee may apply to a Court of competent jurisdiction, for leave to resign, for the appointment of a Successor Trustee and the Judicial settlement of its accounts.

Upon accepting the Trust, a Successor Trustee shall be substituted for and have the same rights and powers, discretionary or otherwise, as the original Trustee. A Successor Trustee shall be under no obligation to inquire into the acts or to examine the accounts of any prior Trustee and shall not be liable for acts, omissions or failures to account properly prior to qualification.

5.6) A guardian or conservator of the estate of a beneficiary under legal disability, or the parents, surviving parent, or legal custodian of a minor beneficiary for whose estate no guardian has been appointed, may act for such beneficiary in making any appointment and giving any direction under this Trust as to such beneficiary.

5.7) Every Successor Trustee shall have all the title, powers and discretions given to the Trustee herein without any act of conveyance or transfer; provided, however, no title or interest in real property shall vest in any Successor Trustee until such time as the Successor Trustee has recorded an Acceptance of Trust in the County where the real property is located.

ARTICLE VI
TRUSTEE'S POWERS

6.1) All Trustees and Successor Trustees shall have the powers conferred by the common law and statutes of the State of Florida, which shall be construed broadly and which may be exercised at the discretion of the Trustee.

6.2) In the administration and distribution of any Trust or fund created hereunder, no Trustee, other than the Grantor acting as Trustee, shall have authority to direct investments or management or distribution (including invasion of principal) of Trust principal in such a manner as will cause inclusion of such assets in the estate of such Trustee for Federal estate tax purposes.

6.3) The Trustees shall be authorized to buy, mortgage, sell or transfer any real property and/or personal property without the prior or subsequent approval of any Court, and no purchaser or lender shall be held liable to see the propriety of the transaction nor to the application of proceeds. It is Grantors' intention to grant the Trustee a general power of sale, and any action

7.12) If a Trustee, other than the Grantors, shall be acting as Trustee, such Trustee shall prepare an account for each taxable year of each Trust or fund and whenever a Trustee, other than Grantors, ceases to serve, an account shall be prepared from the time of the last prior account through the end of the period of service. Such Trustee shall keep each account available for inspection by and shall, when requested, deliver copies to the beneficiaries eligible, within the period covered thereby, to receive benefits from the Trust or fund which is the subject of said account. The written approval of an account by such a beneficiary, or by his or her parent or guardian, if such beneficiary is a minor or otherwise incompetent, shall be final and binding upon the beneficiary and upon all persons then or thereafter claiming any interest through or under him or her in the income or principal of such Trust as to all matters stated therein or shown thereby. Failure of such beneficiary, or of his or her parent or guardian, if such beneficiary is a minor or otherwise incompetent, to deliver to such Trustee written objection to an account within thirty (30) days after receipt thereof shall constitute the final and binding approval thereof by that beneficiary.

7.13) Each Trust created under this instrument shall terminate not later than Twenty-one (21) years after the death of the last survivor of the beneficiaries who are living on the date of this instrument. At termination, if the Trustee is not otherwise able to give effect to the provisions of this instrument, the remaining Trust Estate shall be distributed to the beneficiaries of the then current Trust income in the proportions in which they are entitled to share in the income.

7.14) No Trustee of this Trust shall be required to comply with Florida Statute 737.402(4).

7.15) This Trust is established under the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have signed and sealed this instrument on this 9TH day of October, 1997.

Joseph Stephen Filakosky

JOSEPH STEPHEN FILAKOSKY
Grantor and Trustee

Lynda Ann Filakosky

LYNDA ANN FILAKOSKY
Grantor and Trustee

Book: 5465
Page: 3286
Diane M. Matousek
Volusia County, Clerk of Court

The foregoing Trust Agreement was signed, sealed, published and declared by the Grantors in the presence of us. The undersigned have attested as witnesses, after the Grantors signed, in the presence of each other and in the Grantors' presence, on the date stated above.

MICHAEL T. KOENIG

JOYCE CONNELL
"Witnesses As to Grantors and Trustees

STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared JOSEPH STEPHEN FILAKOSKY and LYNDA ANN FILAKOSKY, Grantors and Trustees herein, producing Florida DRIVER'S LICENSES as identification, and acknowledged the execution of the Trust Agreement.

Witness my hand and official seal this 9 day of October, 1997.

(SEAL) C. S. ALEXANDER MY COMMISSION EXPIRES APRIL 13, 2001 #CC 631638 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Notary Public
C. SUSAN ALEXANDER
My Commission Expires:

This Instrument Prepared By:
Michael D. Millhorn, Attorney at Law
Suite 204 - Spruce Creek Professional Center
10935 S. E. 177th Place
Summerfield, Fl 34491
(352) 307-2221 (800) 743-9732

THIS INSTRUMENT PREPARED BY:
C. Michel
American Government Services Corporation
3812 W. Linebaugh Avenue
Tampa, Florida 33618
File: 33896-1

Project No.: 5891
Project Name: Pioneer Trail
Parcel No.: 100

NOTE TO RECORDING DEPARTMENT: THIS DOCUMENT HAS BEEN EXECUTED AND DELIVERED UNDER THREAT OF CONDEMNATION AND/OR IN SETTLEMENT OF CONDEMATION PROCEEDINGS AFFECTING THE PROPERTY DESCRIBED HEREIN, AND THEREFORE IS EXEMPT FROM DOCUMENTARY STAMP TAX. SEE FLORIDA DEPARTMENT OF REVENUE V. ORANGE COUNTY, 620 SO. 2D 99 (FLA. 1993).

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS INDENTURE, made and entered into this 9th day of March, 2026, between **Kevin M. Lemire and Donna C. Whittum, husband and wife,** whose mailing address is 670 Williams Road, New Smyrna Beach, Florida 32168 (hereinafter the **Grantor**), and **COUNTY OF VOLUSIA, a political subdivision of the State of Florida**, whose mailing address is 123 West Indiana Avenue, Deland, Florida 32720-4612, (hereinafter the **Grantee**).

WITNESSETH, that Grantor, for and in consideration of the sum of ONE AND 00/100 DOLLAR ($1.00) and other valuable consideration paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and transferred to the Grantee, said Grantee's heirs and assigns forever, the following described land, to wit:

See attached Exhibit A

Volusia County Property Appraiser Parcel ID No.: 731400000105

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor does hereby covenant with said Grantee that the Grantor is lawfully seized of said land in fee simple, that the Grantor has good right and lawful authority to sell and convey said land, and hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons whomsoever and that said land is free of all encumbrances, except taxes accruing for the year 2026 and subsequent years.

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand and seal the day and year first above written.

SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.

Signed, sealed and delivered in the presence of two witnesses as required by law:

First Witness's Signature

Jennifer Howard
First Witness's Printed Name

711 W Sheraden Street, Ste B
First Witness's Address

Tampa, FL 33609
City, State & Zip Code

Kevin M. Lemire

Robert R. Stracke
Second Witness's Signature

ROBERT R. STRACKE
Second Witness's Printed Name

17724 Rwendel Rd.
Second Witness's Address

Lutz FL 33549
City, State & Zip Code

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of March, 2026, by **Kevin M. Lemire**, who ☐ is personally known to me or ☒ who has produced FL DL _____ as identification.

[NOTARY PUBLIC SEAL]

ROBERT R. STRACKE NOTARY PUBLIC MY COMMISSION EXPIRES 10-31-2029 STATE OF FLORIDA COMMISSION NUMBER HH 694331

Robert R. Stracke
Notary Public Signature
Printed Name: ROBERT R. STRACKE
Commission No.: HH 694331

Signed, sealed and delivered in the presence of two witnesses as required by law:

First Witness's Signature

Donna C. Whittum

Donna C. Whittum

First Witness's Printed Name

First Witness's Address

City, State & Zip Code

Second Witness's Signature

Second Witness's Printed Name

Second Witness's Address

City, State & Zip Code

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of March, 2026, by **Donna C. Whittum**, who ☐ is personally known to me or ☒ who has produced FL DL as identification.

[NOTARY PUBLIC SEAL]

ROBERT R. STRACKE NOTARY PUBLIC MY COMMISSION EXPIRES 10-31-2029 STATE OF FLORIDA COMMISSION NUMBER HH 694331

Notary Public Signature
Printed Name: ROBERT R. STRACKE
Commission No.: HH 694331

SKETCH OF DESCRIPTION FOR RIGHT OF WAY PARCEL 100

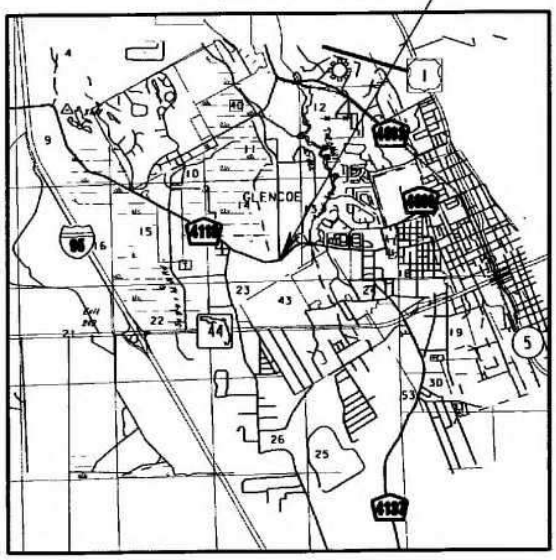
SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST

EXHIBIT "A"

GENERAL NOTES

1. THIS IS NOT A BOUNDARY SURVEY.
2. THIS SKETCH WAS PREPARED IN SUPPORT OF VOLUSIA COUNTY PROJECT PC-3319 TO GRAPHICALLY ILLUSTRATE THE PORTION OF THE PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 7421, PAGE 2975, WHICH CONTAINS THE PROPOSED RIGHT OF WAY PARCEL AS DESCRIBED AND GRAPHICALLY DEPICTED HEREON.
3. THERE WAS A DEED DISCREPANCY NOTED IN OFFICIAL RECORD BOOK 7421, PAGE 2975 ALONG THE SOUTH LINE OF THE PROPERTY, BEING CALLED OUT AS 633.08'(D) WITH A FIELD DISTANCE MEASURED AT 585.90'(F). WE BELIEVE THIS TO BE A SCRIVENER'S ERROR. ADJOINER DEED AND FOUND MONUMENTATION SUPPORT FINDINGS.
4. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, AS ESTABLISHED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION'S FLORIDA PERMENANT REFERENCE NETWORK (FPRN), UTILIZING A COMBINTATION OF STATIC AND REAL-TIME KINEMATIC (RTK) METHODS, WITH TRADITIONAL GROUND TRAVERSE, DERIVING A BEARING OF NORTH 88°38'30" EAST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST LYING IN VOLUSIA COUNTY, FLORIDA.
5. ALL RECORD PLATS, OFFICIAL RECORD BOOKS AND DEED BOOKS REFERENCED HEREON ARE FOUND IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
6. ATTENTION IS DIRECTED TO THE FACT THAT THIS SKETCH MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD BY THIS FIRM.
8. FIELD SURVEY COMPLETED ON MARCH 14, 2025.

(VICINITY MAP)
NOT TO SCALE



LEGEND & ABBREVIATIONS

BWF	=	BARBED WIRE FENCE	ORB	=	OFFICIAL RECORD BOOK
(C)	=	CALCULATED	PG	=	PAGE
CB	=	CHORD BEARING	PID	=	PARCEL ID NUMBER
CH	=	CHORD LENGTH	℄	=	PROPERTY LINE
CONC	=	CONCRETE	POB	=	POINT OF BEGINNING
COR	=	CORNER	POC	=	POINT OF COMMENCEMENT
CR	=	COUNTY ROAD	R	=	RADIUS
(D)	=	DATA SHOWN IN, OR DERIVED FROM DEED	R/W	=	RIGHT OF WAY
Δ	=	DELTA	SEC	=	SECTION
DWY	=	DRIVEWAY	SIRC	=	SET 5/8" IRC "LB 7917"
EP	=	EDGE OF PAVEMENT	SR	=	STATE ROAD
FND	=	FOUND	W/	=	WITH
(F)	=	FIELD	⟵	=	GUY ANCHOR
ID	=	IDENTIFICATION		=	FIRE HYDRANT
IRC	=	IRON ROD AND CAP		=	MAILBOX
L	=	LENGTH OF CURVE		=	POLE
LB	=	LICENSED BUSINESS		=	SINGLE SUPPORT SIGN
NO.	=	NUMBER		=	WATER METER
NTS	=	NOT TO SCALE		=	WIRE PULL BOX
				=	FENCE

I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE ATTACHED SURVEY AS SHOWN HEREIN IS TRUE, ACCURATE, AND WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

RYAN A LEATH

RYAN A. LEATH — DATE
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO.7485

REVISION	BY	DATE

VOLUSIA COUNTY PUBLIC WORKS

PREPARED BY: McKIM&CREED
123 NORTH INDUSTRIAL BLVD. SUITE D
ORANGE CITY, FLORIDA 32763
386-873-4517 LB7917

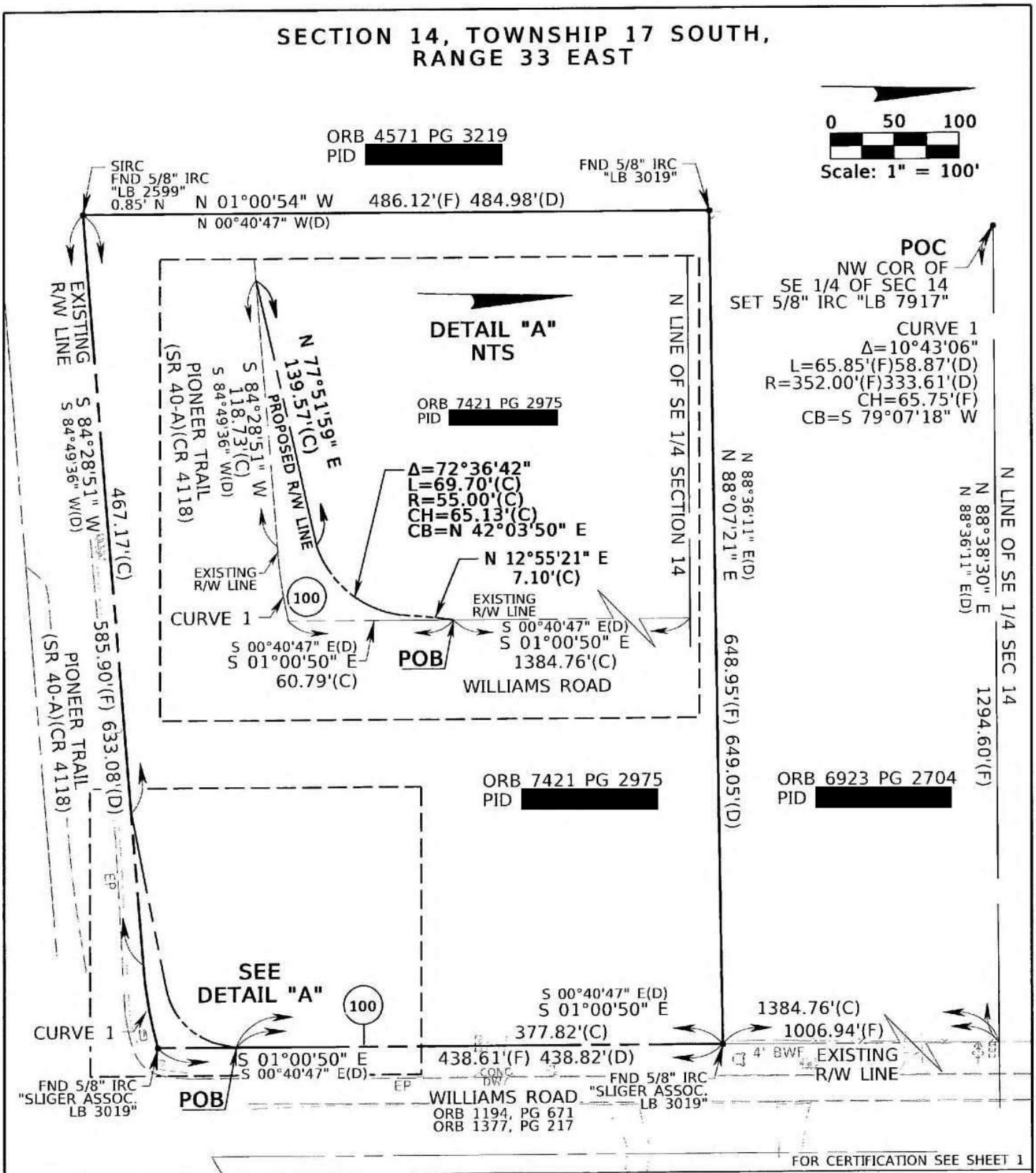
SKETCH OF DESCRIPTION | VOLUSIA COUNTY PROJECT NO. PC-3319

	BY	DATE
DRAWN	Y.FUENTES	03/03/25
CHECKED	R.LEATH	05/12/25

PURPOSE - FEE SIMPLE RIGHT OF WAY

PARCEL NUMBER 100 | WILLIAMS ROAD AT PIONEER TRAIL | SHEET 1 OF 3

SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST



FOR CERTIFICATION SEE SHEET 1

			VOLUSIA COUNTY PUBLIC WORKS		PREPARED BY: McKIM&CREED 123 NORTH INDUSTRIAL BLVD. SUITE D ORANGE CITY, FLORIDA 32763 386-873-4517 LB7917		
			SKETCH OF DESCRIPTION			VOLUSIA COUNTY PROJECT NO. PC-3319	
				BY	DATE	PURPOSE - FEE SIMPLE RIGHT OF WAY	
			DRAWN	Y.FUENTES	03/03/25		
REVISION	BY	DATE	CHECKED	R.LEATH	05/12/25	PARCEL NUMBER 100	WILLIAMS ROAD AT PIONEER TRAIL	SHEET 2 OF 3

SKETCH OF DESCRIPTION FOR RIGHT OF WAY PARCEL 100

SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORD BOOK 7421, PAGE 2975 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5/8" IRON ROD AND CAP STAMPED "LB 7917" MARKING THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; THENCE NORTH 88°38'30" EAST (N 88°36'11" E BY DEED) ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 1294.60 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF WILLIAMS ROAD, AN 85.00 FOOT RIGHT OF WAY AS NOW LAID OUT, AS DESCRIBED IN OFFICIAL RECORD BOOK 1377, PAGE 217 AND OFFICIAL RECORD BOOK 1194, PAGE 671 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE OF THE SOUTHEAST 1/4 RUN SOUTH 01°00'50" EAST (S 00°40'47" E BY DEED) ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 1384.76 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 01°00'50" EAST (S 00°40'47" E BY DEED) A DISTANCE OF 60.79 FEET TO A POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL (S.R. 40-A), (C.R. 4118), A 66.00 FOOT RIGHT OF WAY AS NOW LAID OUT, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A NON-TANGENTIAL CURVE CONCAVE NORHTWESTERLY, HAVING A RADIUS OF 352.00 FEET, A DELTA OF 10°43'06", A CHORD BEARING AND DISTANCE OF SOUTH 79°07'18" WEST, 65.75 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF WILLIAMS ROAD RUN ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL A DISTANCE OF 65.85 FEET TO A POINT; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH 84°28'51" WEST (S 84°49'36" W BY DEED) A DISTANCE OF 118.73 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE RUN NORTH 77°51'59" EAST A DISTANCE OF 139.57 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 55.00 FEET, A DELTA OF 72°36'42", A CHORD BEARING A DISTANCE OF NORTH 42°03'50" EAST, 65.13 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 69.70 FEET TO A POINT ON A NON-TANGENCIAL LINE; THENCE NORTH 12°55'21" EAST A DISTANCE OF 7.10 FEET TO A POINT LYING ON THE AFORESAID WESTERLY RIGHT OF WAY LINE OF WILLIAMS ROAD AND THE POINT OF BEGINNING.

CONTAINING 2,305 SQUARE FEET, MORE OR LESS.

FOR CERTIFICATION SEE SHEET 1

REVISION	BY	DATE

VOLUSIA COUNTY PUBLIC WORKS

PREPARED BY: McKIM&CREED
123 NORTH INDUSTRIAL BLVD. SUITE D
ORANGE CITY, FLORIDA 32763
386-873-4517 LB7917

SKETCH OF DESCRIPTION

VOLUSIA COUNTY PROJECT NO. PC-3319

	BY	DATE
DRAWN	Y.FUENTES	03/03/25
CHECKED	R.LEATH	05/12/25

PURPOSE - FEE SIMPLE RIGHT OF WAY

PARCEL NUMBER 100 | WILLIAMS ROAD AT PIONEER TRAIL | SHEET 3 OF 3

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 56-26 Annexing - 670 Williams Road

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
  a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
  b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
  d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

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):
[*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.*).

None

ORDINANCE NO. 56-26

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH ANNEXING 6.6± ACRES OF PROPERTY LOCATED ON THE WEST SIDE OF WILLIAMS ROAD, NORTH OF PIONEER TRAIL; PROVIDING FOR REDEFINING BOUNDARIES OF THE CITY; DESIGNATING THE PROPERTY WITHIN COMMISSION ZONE 3; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR REQUIRED FILINGS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Kevin M. Lemire and Donna C. Whittum, 670 Williams Road, New Smyrna Beach, FL 32168, applicants and property owners, have requested the annexation of 6.6± acres of property located on the west side of Williams Road, north of Pioneer Trail; and

WHEREAS, the Planning and Zoning Board, at its regularly scheduled meeting on September 14, 2026, by a vote of 7-0, recommended that the City Commission approve the requested annexation; and

WHEREAS, the City Commission of the City of New Smyrna Beach is desirous of annexing the real property described in the first paragraph above, and the City Commission hereby finds and determines that the petition for annexation bears the signature of the owner of the property in the area proposed to be annexed, and the property is within the Interlocal Service Boundary Agreement area.

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

SECTION 1: ***Annexation.*** That the real property is located in Volusia County, State of Florida, legally described as:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND LOCATION MAP ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

and to the centerline of all surrounding rights-of-way shall be and the same is hereby annexed into the City of New Smyrna Beach and made a part hereof pursuant to §171.044(1)-(2) and §171.204, F.S.

SECTION 2: ***Boundary Adjustment.*** That the boundary lines of the City of New Smyrna Beach shall be and the same are hereby redefined and shall hereinafter read as follows:

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

SECTION 3: ***Commission Zone.*** That the real properties annexed shall become a part of Zone 3. New Smyrna Beach Charter, §3.07.

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

SECTION 4: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on October 27, 2026, at 5:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published once a week for two consecutive weeks and provided to the County Council by certified mail is deemed to comply with Section 171.044, F.S.

SECTION 5: ***Filing.*** That within SEVEN (7) days after adoption, this ordinance shall be filed by the City Clerk with the Clerk of the Circuit Court, the County Manager and the Florida Department of State. The City Clerk shall file with this ordinance a map which clearly shows the annexed area and a complete legal description of that area by metes and bounds. §171.044(3), F.S.

SECTION 6: ***Charter Revisions to the Department of State.*** The Charter Boundary Article shall be revised to reflect the changes in the municipal boundaries resulting from this annexation and shall be filed as a revision of the City Charter with the Florida Department of State within THIRTY (30) days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area. §171.091, F.S.

SECTION 7: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 8: ***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 9: ***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 10: ***Effective Date.*** That this ordinance shall become effective 60 days after its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 9/29/2026

EXHIBIT "A"

LEGAL DESCRIPTION

Address:
670 Williams Road, New Smyrna Beach, Florida 32168

Parcel Number
7314-00-00-0105

AltKey Number:
6042217

Metes and Bounds by Fidelity National Title of Florida Inc and American Governmental Services Corp:

THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, LYING WEST OF WILLIAMS ROAD AND NORTH OF PIONEER TRAIL.

LESS AND EXCEPT LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6923, PAGE 2704, OFFICIAL RECORDS BOOK 6758, PAGE 3404, OFFICIAL RECORDS BOOK 6610, PAGE 2732, OFFICIAL RECORDS BOOK 4608, PAGE 2448 AND OFFICIAL RECORDS BOOK 4064, PAGE 1442. LESS AND EXCEPT ROAD RIGHT OF WAY.

ALSO DESCRIBED AS:

A PORTION OF THE SOUTHEAST ONE QUARTER (SOUTHEAST 1/4) OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCE AT THE NORTHWEST CORNER OF SAID SOUTHEAST ONE QUARTER (SOUTHEAST 1/4) OF SAID SECTION 14; THENCE RUN NORTH 88°36'11" EAST, ALONG THE NORTH LINE OF THE NORTHWEST ONE QUARTER (NORTHWEST 1/4) OF THE SOUTHEAST ONE QUARTER (SOUTHEAST 1/4) OF SECTION 14, 1294.60 FEET TO THE WEST RIGHT OF WAY LINE OF WILLIAMS ROAD, AN 85 FOOT RIGHT OF WAY AS NOW LAID OUT; THENCE SOUTH 00°40'47" EAST, ALONG SAID WEST RIGHT OF WAY LINE, 1008.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°40'47" EAST, 438.82 FEET TO THE INTERSECTION OF SAID WEST RIGHT OF WAY LINE OF WILLIAMS ROAD

WITH THE NORTH RIGHT OF WAY LINE OF PIONEER TRAIL (S.R 40-A), (C.R. 4118), A 66 FOOT RIGHT OF WAY AS NOW LAID OUT AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 333.61 FEET, A CENTRAL ANGLE OF 10°06'40" AND A CHORD BEARING OF SOUTH 79°46'16" WEST; THENCE ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT OF WAY LINE, 58.87 FEET; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 84°49'36" WEST, 633.08 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 00°40'47" WEST, 484.98 FEET; THENCE NORTH 88°36'11" EAST, 649.05 FEET TO THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF WILLIAMS ROAD AND THE POINT OF BEGINNING.

LESS AND EXCEPT;

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORD BOOK 7421. PAGE 2975 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

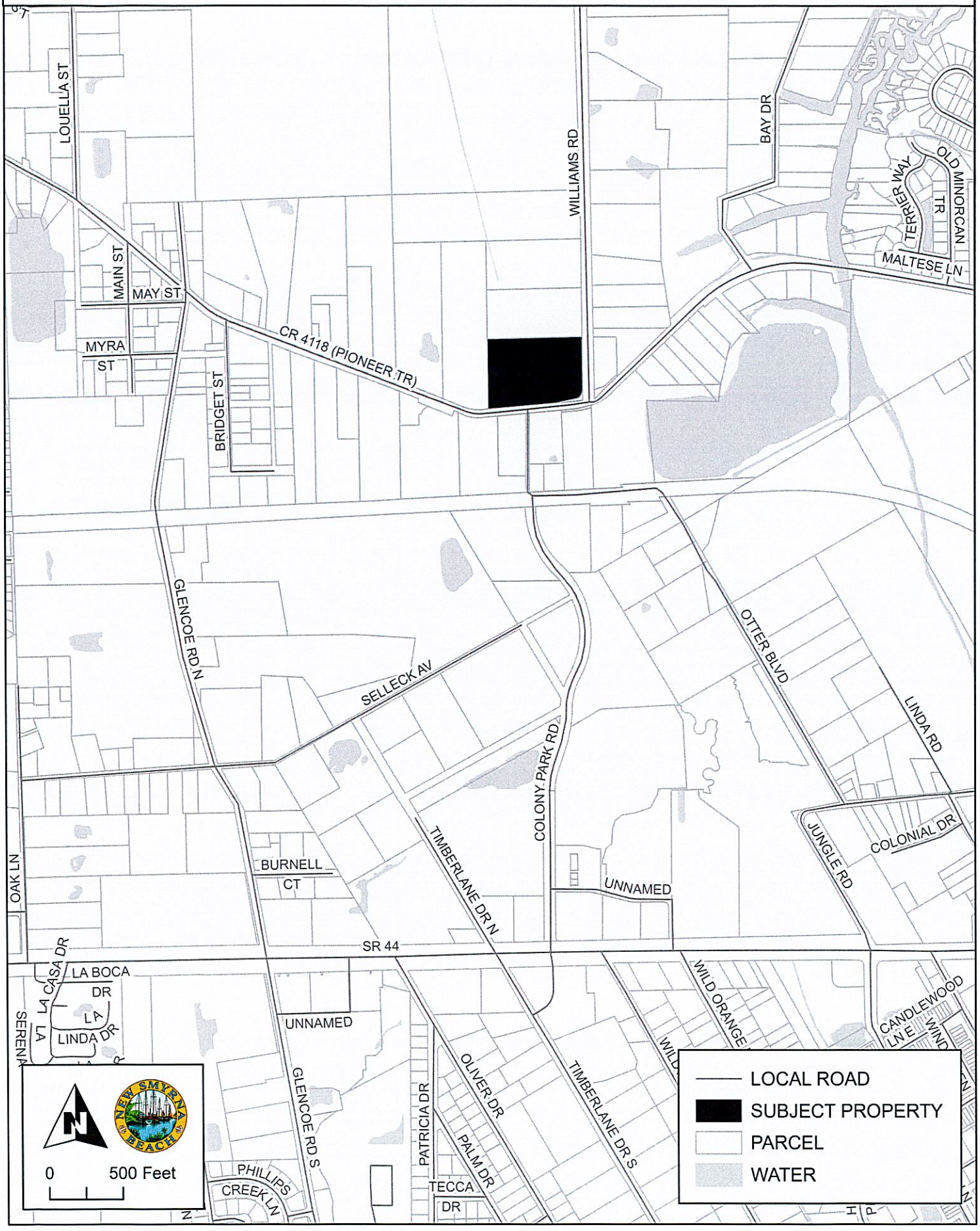
COMMENCE AT A 5/8" IRON ROD AND CAP STAMPED "LB 7917" MARKING THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; THENCE NORTH 88°38'30" EAST (N 88°36' 11" E BY DEED) ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 1294.60 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF WILLIAMS ROAD, AN 85.00 FOOT RIGHT OF WAY AS NOW LAID OUT, AS DESCRIBED IN OFFICIAL RECORD BOOK 1377, PAGE 217 AND OFFICIAL RECORD BOOK 1194, PAGE 671 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE OF THE SOUTHEAST 1/4 RUN SOUTH 01 °00'50" EAST (S 00°40'47" E BY DEED) ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 1384.76 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 01°00'50" EAST (S 00°40'47" E BY DEED) A DISTANCE OF 60.79 FEET TO A POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL (S.R. 40-A), (C.R. 4118), A 66.00 FOOT RIGHT OF WAY AS NOW LAID OUT, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A NON-TANGENTIAL CURVE CONCAVE NORHTWESTERLY, HAVING A RADIUS OF 352.00 FEET, A DELTA OF 10°43'06", A CHORD BEARING AND DISTANCE OF SOUTH 79°07'18" WEST, 65.75 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY

LINE OF WILLIAMS ROAD RUN ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL A DISTANCE OF 65.85 FEET TO A POINT; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH 84°28'51" WEST (S 84°49'36" W BY DEED) A DISTANCE OF 118.73 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE RUN NORTH 77°51'59" EAST A DISTANCE OF 139.57 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADJUS OF 55.00 FEET, A DELTA OF 72°36'42", A CHORD BEARING A DISTANCE OF NORTH 42°03'50" EAST, 65.13 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 69.70 FEET TO A POINT ON A NON-TANGENCIAL LINE; THENCE NORTH 12°55'2 I" EAST A DISTANCE OF 7. IO FEET TO A POINT LYING ON THE AFORESAID WESTERLY RIGHT OF WAY LINE OF WILLIAMS ROAD AND THE POINT OF BEGINNING.

CONTAINING 2,305 SQUARE FEET, MORE OR LESS.

EXHIBIT "A"

A-6-26: 670 WILLIAMS ROAD
PARCEL: 7314-00-00-0105 LOCATION MAP



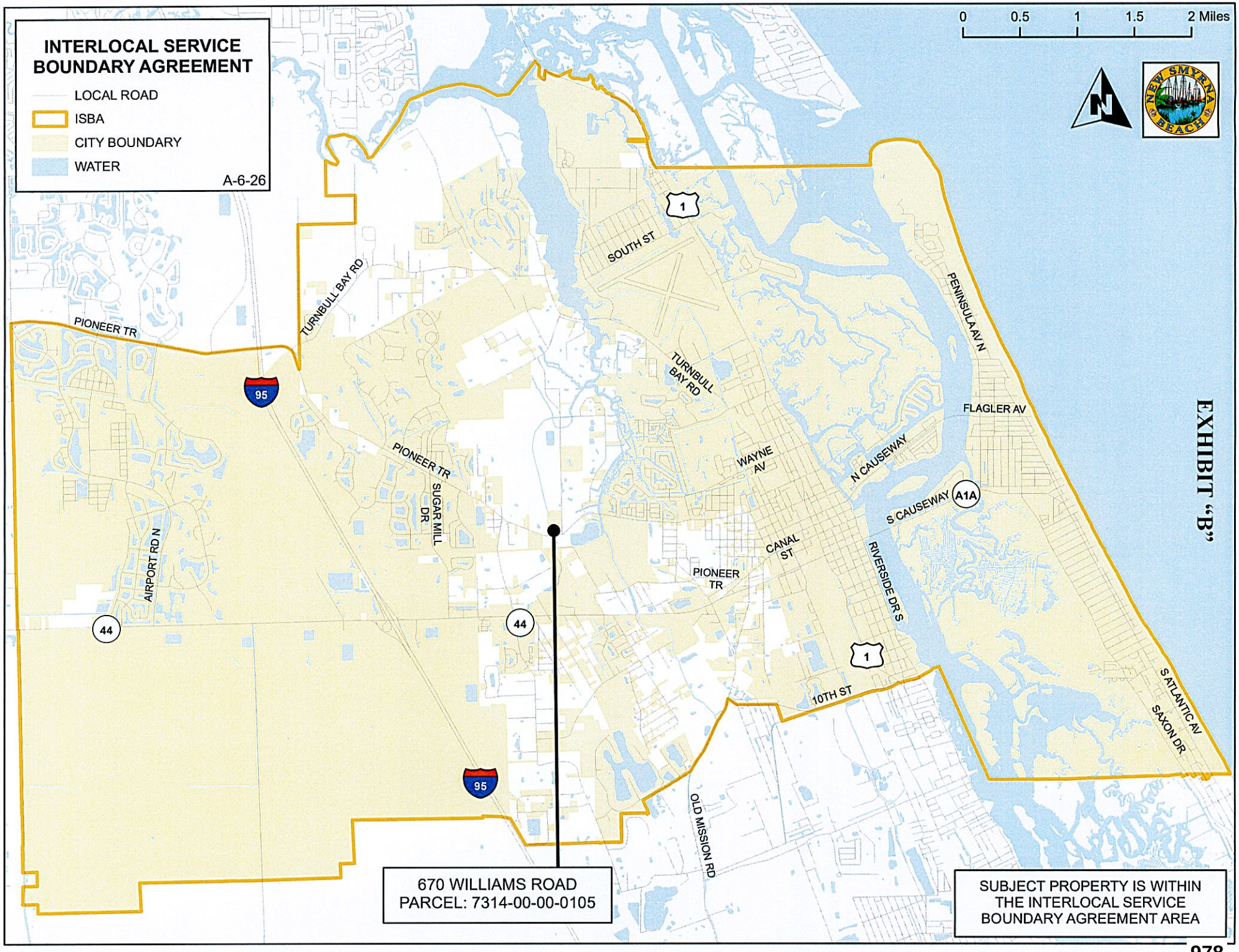
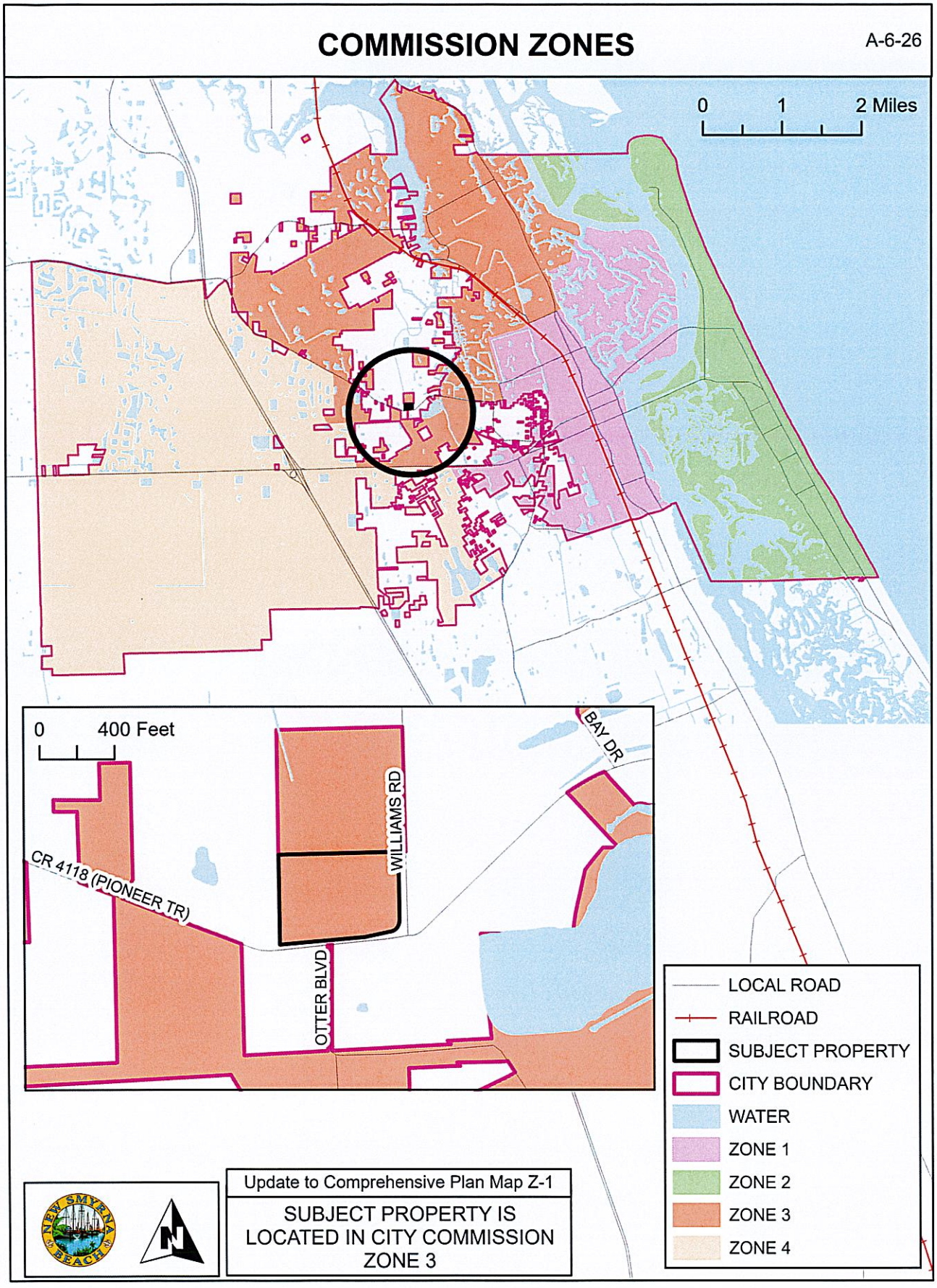

INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-6-26
0 0.5 1 1.5 2 Miles
EXHIBIT "B"
670 WILLIAMS ROAD
PARCEL: 7314-00-00-0105
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT AREA
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
N CAUSEWAY
S CAUSEWAY
A1A
WAYNE AV
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION RD
95
44
1

EXHIBIT "C"


COMMISSION ZONES
A-6-26
0 1 2 Miles
0 400 Feet
BAY DR
WILLIAMS RD
CR 4118 (PIONEER TR)
OTTER BLVD
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 3

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 57-26: 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 CATEGORY TO CITY RURAL ON APPROXIMATELY 6.63 ± ACRES OF LAND LOCATED AT 670 WILLIAMS ROAD AS PART OF AN OVERALL ANNEXATION APPLICATION.

October 27, 2026

Background:

Applicant and Property Owners: Kevin M. Lemire and Donna C. Whittum, 670 Williams Road, New Smyrna Beach, Florida 32168.

Request: Small-Scale *Comprehensive Plan* amendment:

- **From:** Volusia County Future Land Use (FLU) category of Rural.
- **To:** City FLU category of Rural.

Site Information:

- **Size:** 6.63 ± acres.
- **Location:** West side of Williams Road, north of Pioneer Trail.
- **Tax I.D. Number:** 7314-00-00-0105.

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. A new updated agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Williams Road is currently developed with a single-family house and accessory structures. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**.

The existing Volusia County Future Land Use (FLU) category of the subject property is shown on the following map as **Exhibit C**. The text description of the existing Future Land Use category for the subject property is attached as **Exhibit D**. Existing land uses are shown on the map attached as **Exhibit E**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use and zoning designations that would be as similar as possible to existing County designations. As discussed above, the existing County FLU category is Rural. The existing County zoning designation is A-2, Agriculture. The proposed City FLU category is Rural. The proposed City zoning designation is A-2, Agriculture. A text description of the proposed City Rural Future Land Use category is attached as **Exhibit F,** with a map of this proposed change also attached as **Exhibit G**.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit H).** The parcel on Williams Road has an 8-inch PVC water service line in the Williams Road right-of-way, but sewer service and Reclaim service are not available. A map of the soil limitations for septic systems is attached as **Exhibit I**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property on Williams Road is currently developed with a single-family house with no plans to increase density for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

There are numerous *Comprehensive Plan* maps that must be amended to incorporate the subject property into the *Comprehensive Plan* (see **Exhibits J through V)**. A map showing the subject properties incorporated into Commission Zone 3 is attached as **Exhibit W**. The ISBA map is attached as **Exhibit X**. The legal description and Warranty Deed are attached as **Exhibits Y** and **Z**.

Recommendations:

At its regular scheduled meeting on September 14, 2026, the Planning and Zoning Board voted, 7-0, to give a positive recommendation to the City Commission to **approve** the requested annexation, Small Scale *Comprehensive Plan* amendment amending the Future Land Use to City Rural as part of an overall annexation application.

The Planning Department recommends the City Commission to **approve** the requested Small Scale *Comprehensive Plan* amendment amending the Future Land Use to City Rural as part of an overall annexation application.

Fiscal Analysis:
N/A

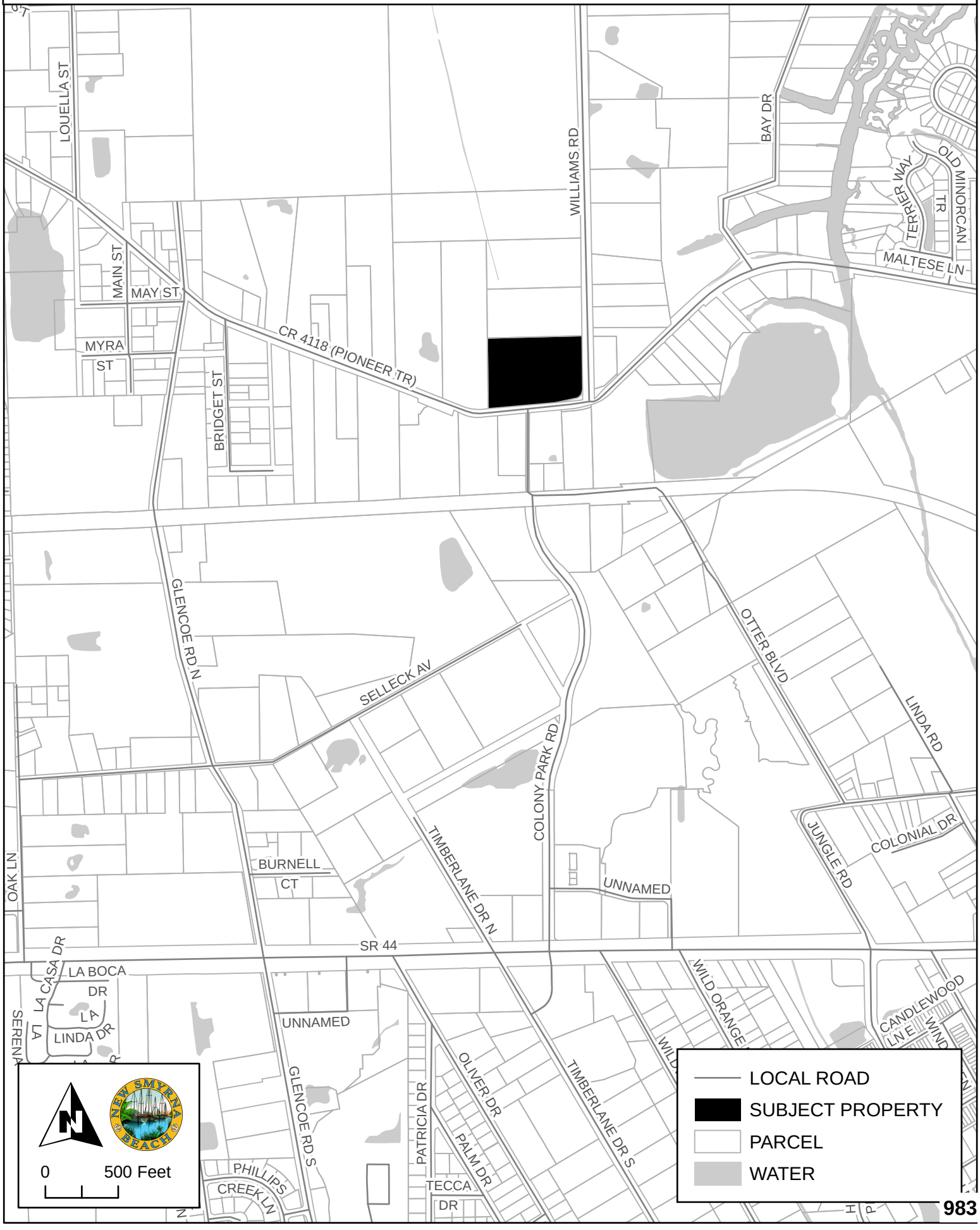
Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing FLU Map.pdf
Exhibit D County Rural FLU.pdf
Exhibit E Existing Land Use Map.pdf
Exhibit F City Rural FLU.pdf
Exhibit G Proposed FLU Map.pdf
Exhibit H Water and Sewer Service Area.pdf
Exhibit I Soil Limitation for Septic Systems.pdf
Exhibit J Airport Runway Protection Zones.pdf
Exhibit K Bicycle and Pedestrian Facilities.pdf
Exhibit L Boat Slip Siting.pdf
Exhibit M City Parks.pdf
Exhibit N Coastal High Hazard Areas.pdf
Exhibit O Evacuation Routes.pdf
Exhibit P Existing Traffic Lanes - 2009.pdf
Exhibit Q Number of Traffic Lanes - 2025.pdf
Exhibit R Existing Level of Service - 2009.pdf
Exhibit S Level of Service - 2025.pdf
Exhibit T Flood Prone Areas.pdf
Exhibit U Neighborhood Map.pdf
Exhibit V Public Transit Routes.pdf
Exhibit W Commission Zones Map.pdf
Exhibit X Interlocal Service Boundary Agreement Map.pdf
Exhibit Y Legal Description.pdf
Exhibit Z Warranty Deed.pdf
Business Impact Estimate - Ord 57-26 670 Williams Rd.pdf
Ord 57-26 Small Scale 670 Williams Rd.pdf

A-6-26: 670 WILLIAMS ROAD
PARCEL: 7314-00-00-0105 LOCATION MAP

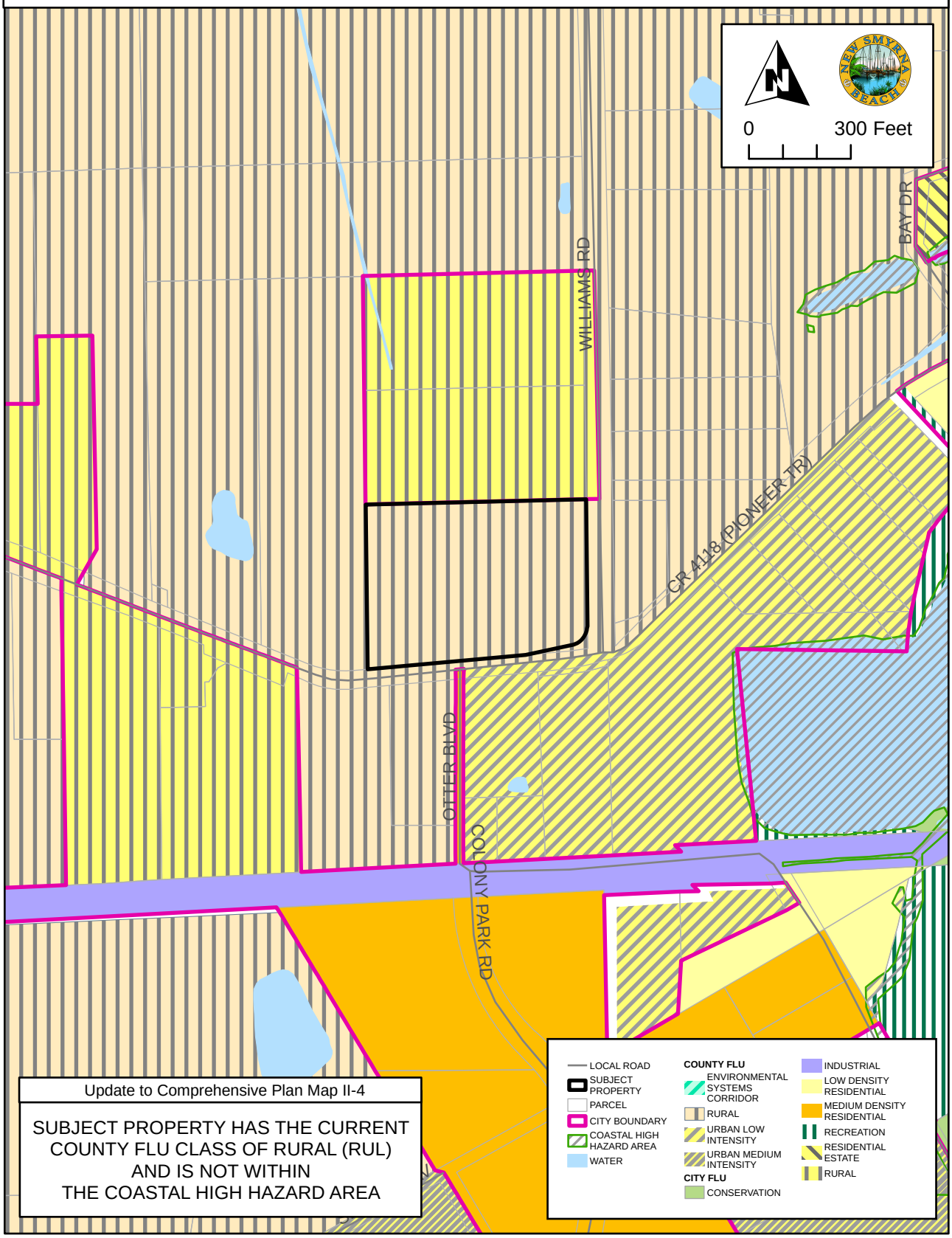


A-6-26: 670 WILLIAMS ROAD
PARCEL: 7314-00-00-0105 AERIAL MAP



EXISTING FUTURE LAND USE DESIGNATIONS

A-6-26



Update to Comprehensive Plan Map II-4

SUBJECT PROPERTY HAS THE CURRENT COUNTY FLU CLASS OF RURAL (RUL) AND IS NOT WITHIN THE COASTAL HIGH HAZARD AREA

Rural (R)

This designation consists of areas which are a mixture of agriculture and low-density residential development. Rural areas provide two functions, the first being a transitional use between the agricultural and urban uses and the second would be a rural community which serves as the economic focal point of a small region. Rural areas should be developed in a manner consistent with the retention of agriculture and the protection of environmentally sensitive areas. Strict limitation of development in rural areas contributes to the efficient growth and operation of public services and facilities, thus ensuring the most effective use of public resources. The natural features and constraints will be the primary determinants in deciding whether an area is suitable for rural type development.

(1) Lands designated as rural shall be developed at a maximum density of one (1) dwelling unit per five (5) acres. This density allowance may be increased under specific conditions if the project meets all of the following criteria:

(a) The subject parcel is within six-hundred-and-sixty feet (660') of an existing subdivision with a density less than one (1) dwelling unit per five (5) acres. In this case the Rural land may be developed at a similar density not to exceed one (1) dwelling unit per one (1) acre and with lot sizes similar and compatible with said qualifying subdivision. Chapter 1 Page 11 of 165 April 4, 2024 (through CPA 23-006)

(b) The subject parcel is adjacent to urban land use. In this case the Rural land may develop at a similar density not to exceed one (1) dwelling unit per one (1) acre, or intensity not to exceed a maximum Floor Area Ratio of twenty-five percent (0.25 FAR).

(c) In addition to the above conditions, the appropriateness will also be subject to the following:

i. Compatibility of the proposed development in the context of existing uses, including the proximity of agricultural uses;

ii. Public facility capacity in the area, including the availability of paved public roads;

iii. Suitability for wells and septic tank usage (i.e. existence of hydric soils);

iv. iv. The natural features of the subject parcel such as soils, vegetation, wildlife habitat and flood plain; and,

v. v. If applicable, consistency with Local Plans associated with this Element.

(2) There are two subcategories of the rural designation that address past development decisions. These subcategories are Rural Community and Rural Recreation. They are identified on the Special Rural Areas Map Series, presented in Appendix 1. These areas of intense or potentially intense development provide the mixed-use concept to the rural areas. They help limit urban sprawl by providing services not necessarily found in remote rural areas thus reducing the number of trips out of these rural areas. Also allowing some limited urban type of development may help promote economic growth in the rural areas as well.

In designated Rural Communities and Rural Recreation areas where densities are greater than one (1) unit per acre, existing platted lots, undeveloped subdivisions, or other pre-existing developments shall be permitted subject to zoning requirements. However, any new development or subdivision of land shall have to comply with current County regulations.

(a) Rural Community (RLC)- A rural community is characterized by a concentration of a permanent population, sometimes reaching over one thousand (1,000) persons. These communities serve as the focal point for a specific neighborhood and generally contain existing lots less than one (1) acre in size. There may be commercial uses at a level to serve the immediate population. Commercial, retail, and personal services may be allowed within the lower end of the range of what is can commonly be referred to as a neighborhood business (30,000 to 50,000 sq. ft. of gross leasable area) and shall not exceed a thirty-five percent Floor Area Ratio (0.35 FAR). The community commonly extends between one-half (½) to one Chapter 1 Page 12 of 165 April 4, 2024 (through CPA 23-006) (1) mile from the focal point which is usually the intersection of two rural roads.

A rural community may retain the zoning classifications that exist at the time of adoption of the Comprehensive Plan. A change in zoning must be consistent with the overlying land use designation, however, if existing zoning is more intense than the land use designation, a change to a similar intensity zoning classification may be permitted (e.g., small lot single family residential to small lot mobile home). Existing agricultural operations shall be allowed even if currently zoned for nonagricultural uses.

The following areas are considered Rural Communities:

i Seville
ii Barberville
iii Volusia
iv Cassadaga
v DeLeon Springs
vi Emporia

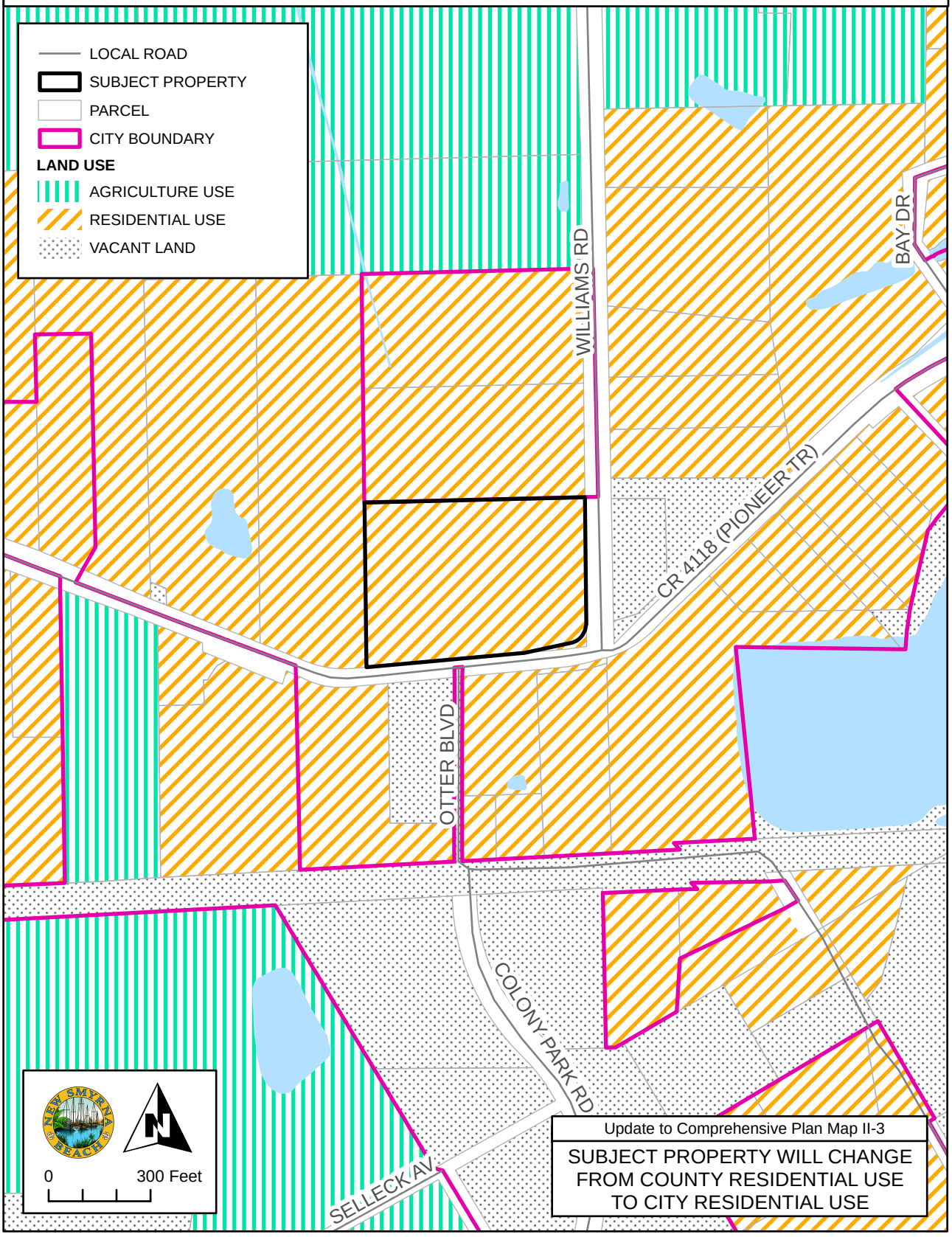
(b) Rural Recreation (RLR)- Limited areas of intense use located in remote rural areas along the St. Johns River. These areas are used for launching and/or storing boats with areas available for camping (RV sites are included). These areas may also contain single and multi-family dwelling units, hotels, bait shops, restaurants, and gas stations. Many of them are commonly referred to as fish camps.

This designation is intended to be treated in a similar manner as the Rural Community in that the existing zoning (at the time of the effective date of the Comprehensive Plan) may remain and be developed consistent with current land development regulations. New requests for zoning changes must be consistent with the Comprehensive Plan, as stated under Rural Community. The following areas are considered Rural Recreation areas:

i Pine Island
ii Shell Harbor Estates
iii Volusia Bar
iv South Moon
v Paramore
vi Highland Park
vii Daisy Lake
viii Crows Bluff
ix Lemon Bluff
x Baxter Point
xi Lakeview
xii St. Johns

EXISTING LAND USE DESIGNATIONS

A-6-26



RURAL

(Up to one [1] dwelling unit per five [5] acres or up to one [1] dwelling unit per acre) This category includes areas that may consist of agriculture land, undeveloped rural land, and large parcels of developed residential land. Areas designated with a Rural FLU category should be developed in a manner consistent with the retention of agriculture and rural lands, low-density residential and the protection of environmentally sensitive areas. Strict limitation of development in rural areas contributes to the efficient growth and operation of public services and facilities, thus ensuring the most effective use of Future Land Use Element public resources. The natural features and constraints will be the primary determinants in deciding whether or not an area is suitable for rural type development.

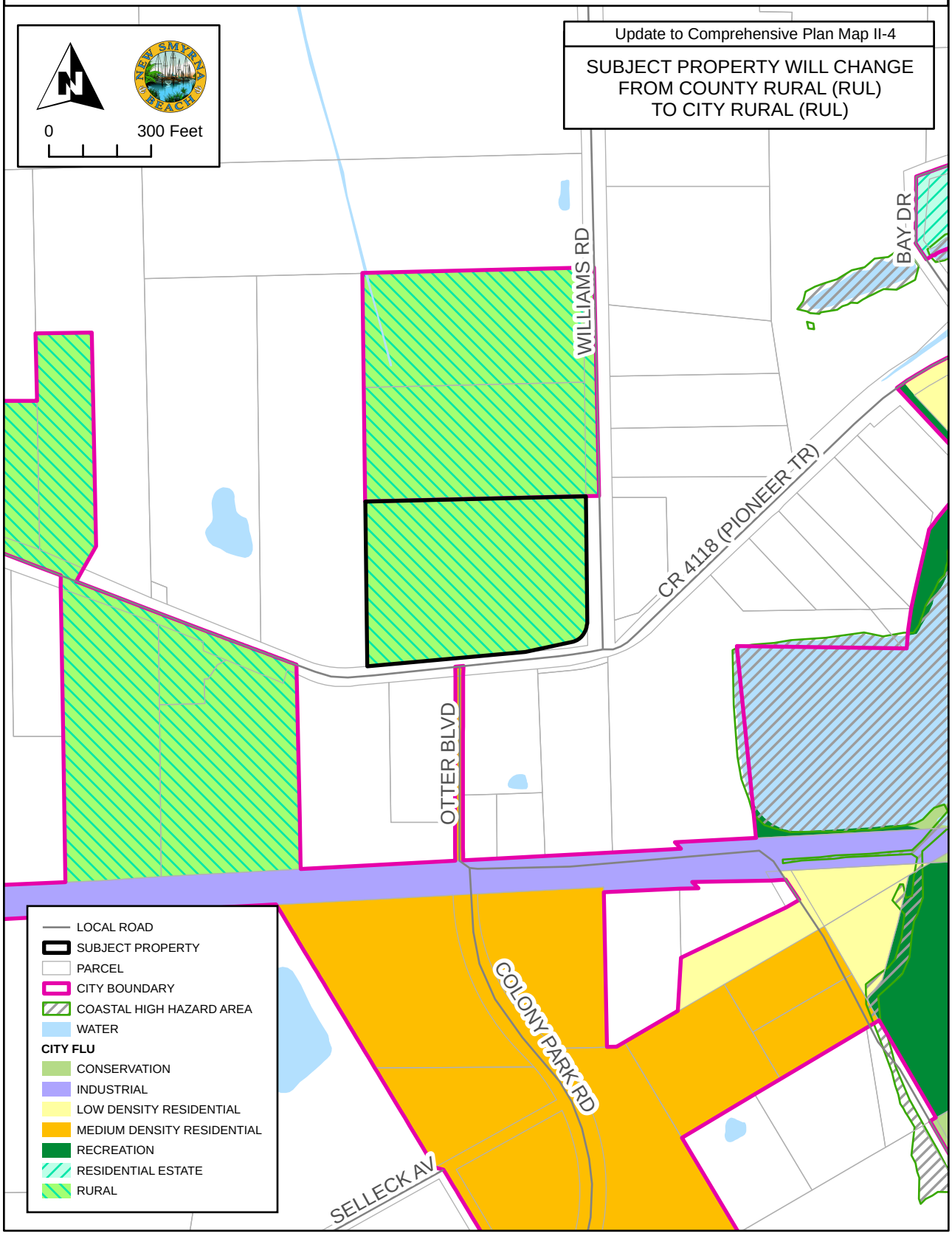
The Rural FLU designation may allow smaller lot sizes in clusters to protect environmentally sensitive land and upland buffers but shall not allow increase in density. Smaller cluster lots shall be allowed provided the clusters have large perimeter buffers to give the appearance of rural land from adjacent parcels and there is legal assurance that the property not included in the fee simple cluster lots are owned in common by the fee simple lot owners and will not be subsequently developed.

The density shall be determined as follows: Vacant parcels of land in the vicinity of existing exempt or approved platted subdivisions on or before April 3, 1990, with lot sizes from 1 unit per acre to 1 unit per 5 acres or vacant parcels of land immediately adjacent to an urban FLU category may be developed with similar density or lot sizes but not less than one (1) unit per acre. Only that portion of a parcel(s) that is within 660 feet from the above described existing exempt or approved subdivision or urban FLU category boundary, as of the adoption date of the Rural FLU category, is considered “in the vicinity.” Note: If a parcel that is “in the vicinity” is covered by more than fifty percent (50%) of the 660 feet extension, then the remaining portion of that parcel which is 10 acres or less is eligible for increased density.

Although the adjacency to the conditions described above allows for the potential of subdivisions with lots less than 5 acres in size, the actual lot size will be dependent upon the following: Compatibility of the proposed development will be viewed within the context of existing uses, public facility capacity in the area, suitability for wells and septic tank usage, and the natural features of the parcel in question, such as soils, vegetation, and floodplain. Vacant parcels or tracts of land that do not meet the preceding criteria or are in areas which have not been previously platted with lots less than 5 acres in size shall only be developed with lot sizes that are 5 acres or greater or in cluster developments at a density of no greater than one (1) unit per five (5) acres.

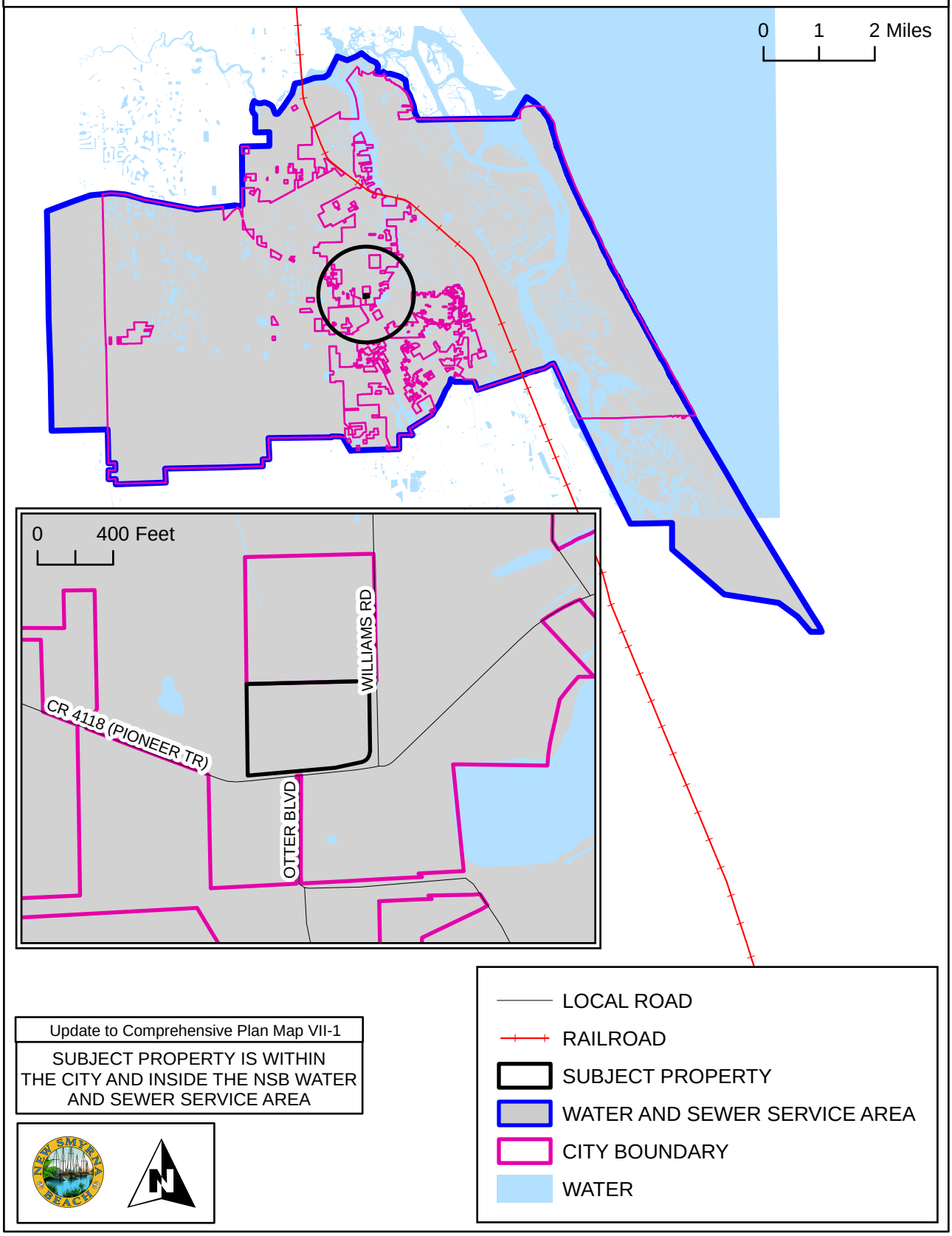
PROPOSED FUTURE LAND USE DESIGNATIONS

A-6-26



WATER AND SEWER SERVICE AREA

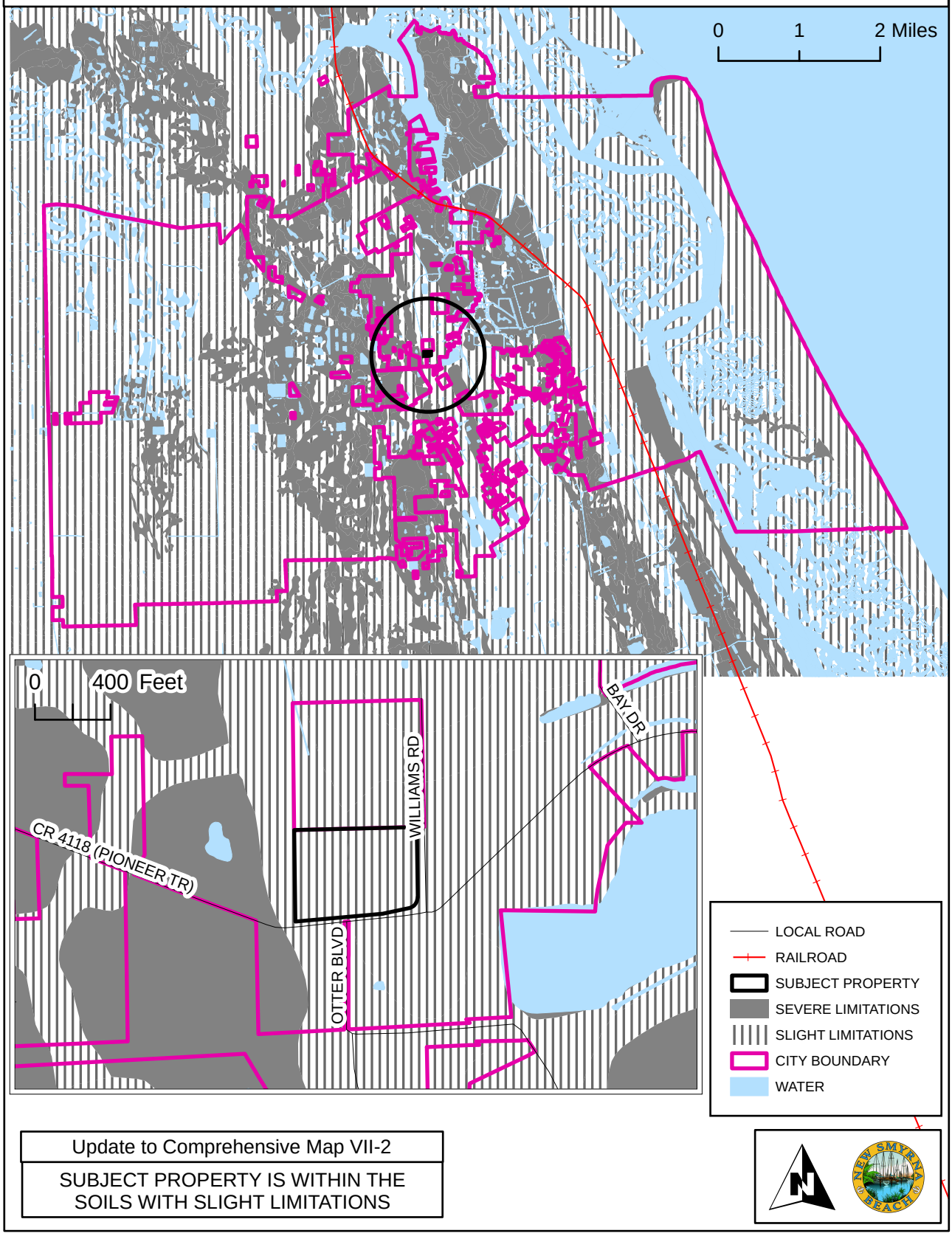
A-6-26



Update to Comprehensive Plan Map VII-1
SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-6-26

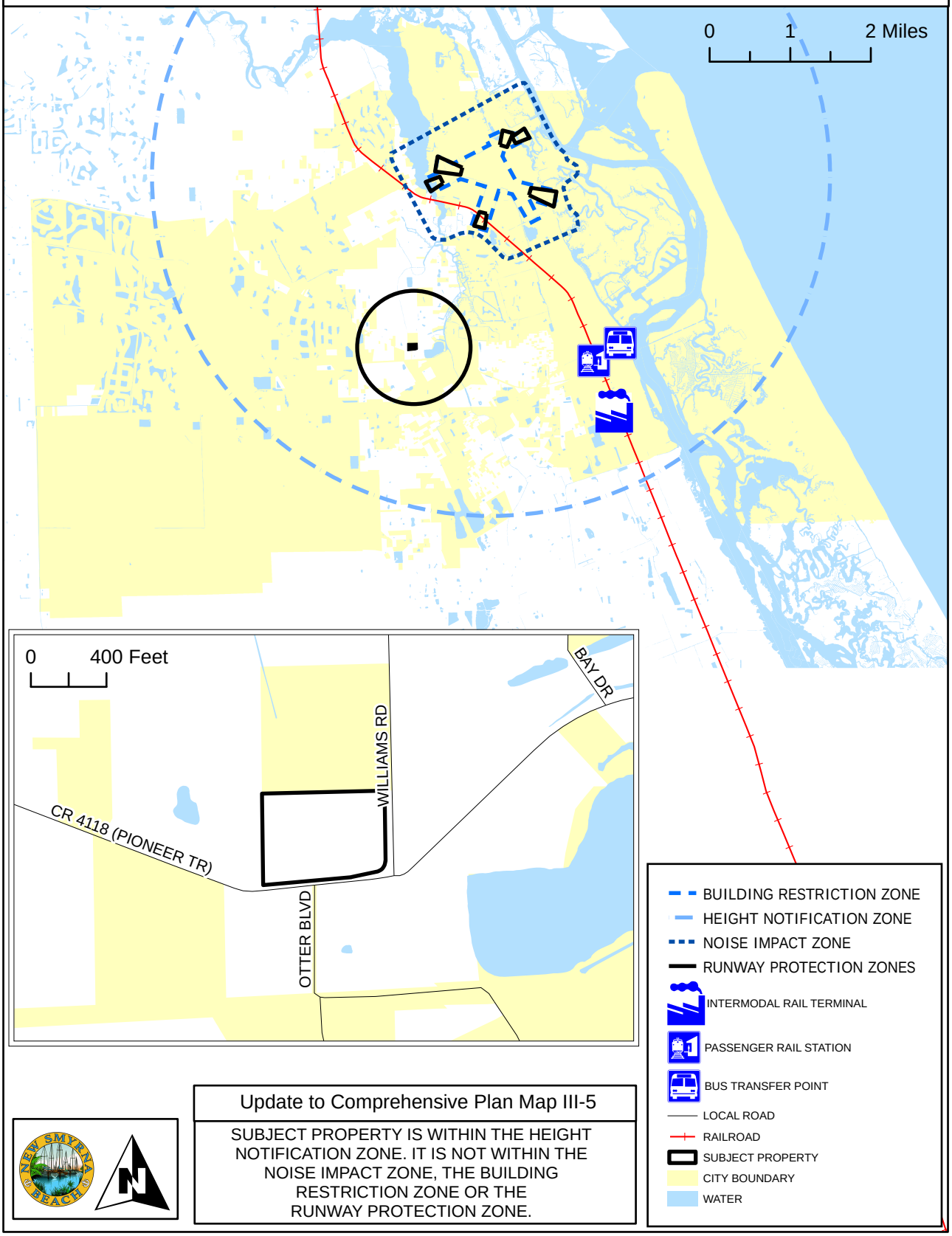


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SLIGHT LIMITATIONS

AIRPORT RUNWAY PROTECTION ZONES

A-6-26

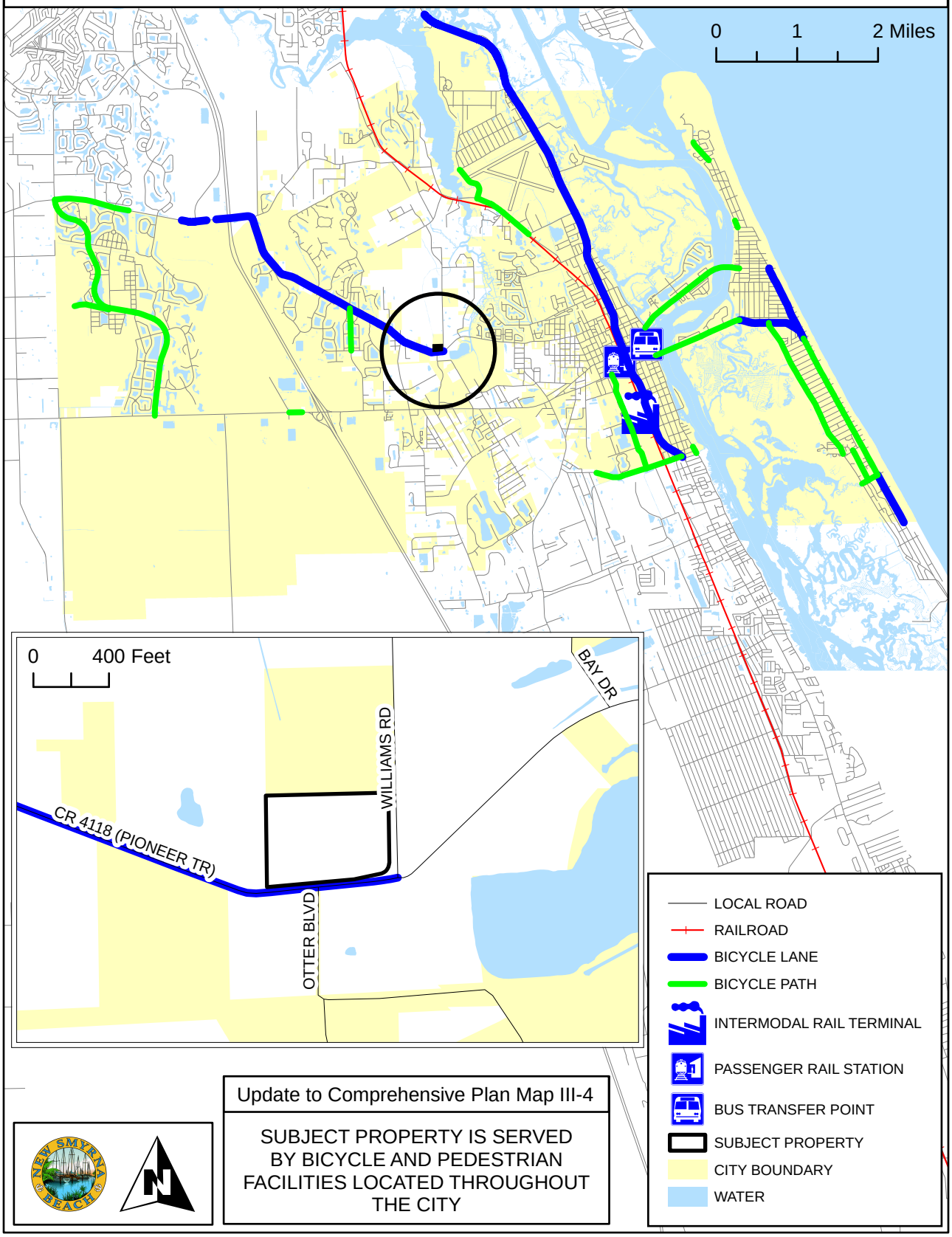


Update to Comprehensive Plan Map III-5

SUBJECT PROPERTY IS WITHIN THE HEIGHT NOTIFICATION ZONE. IT IS NOT WITHIN THE NOISE IMPACT ZONE, THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

BICYCLE AND PEDESTRIAN FACILITIES

A-6-26

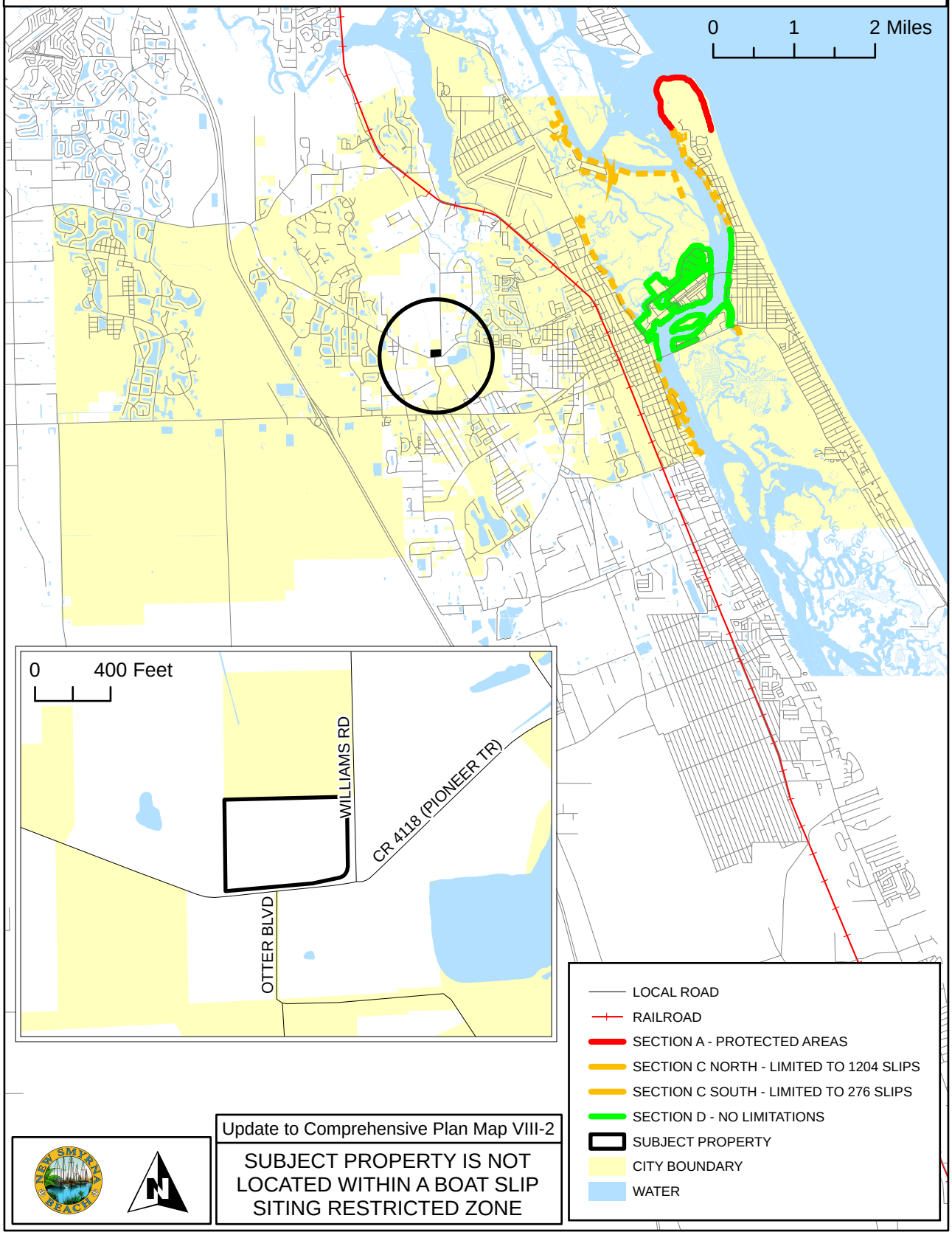


Update to Comprehensive Plan Map III-4

SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

BOAT SLIP SITING

A-6-26

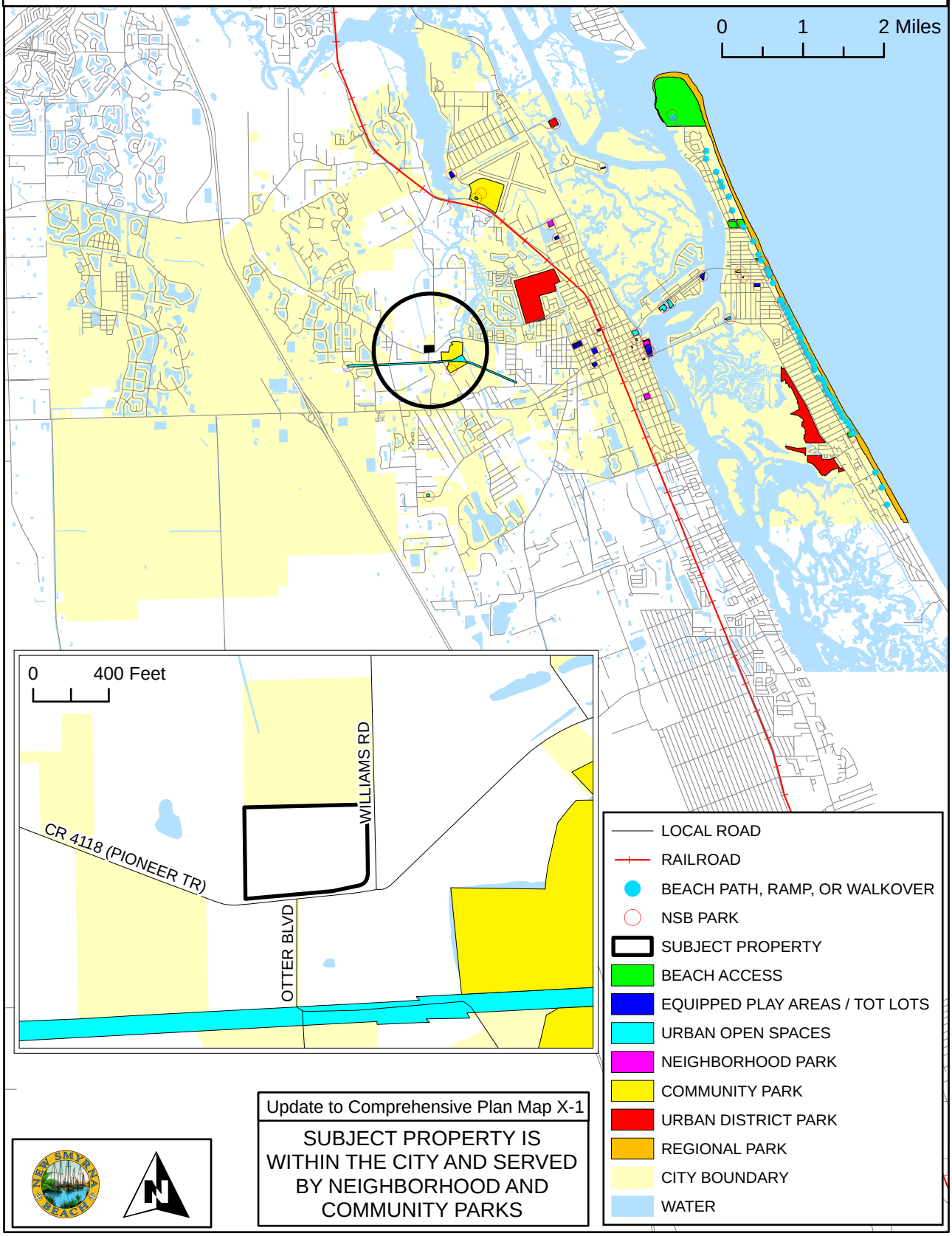


Update to Comprehensive Plan Map VIII-2

SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

CITY PARKS

A-6-26

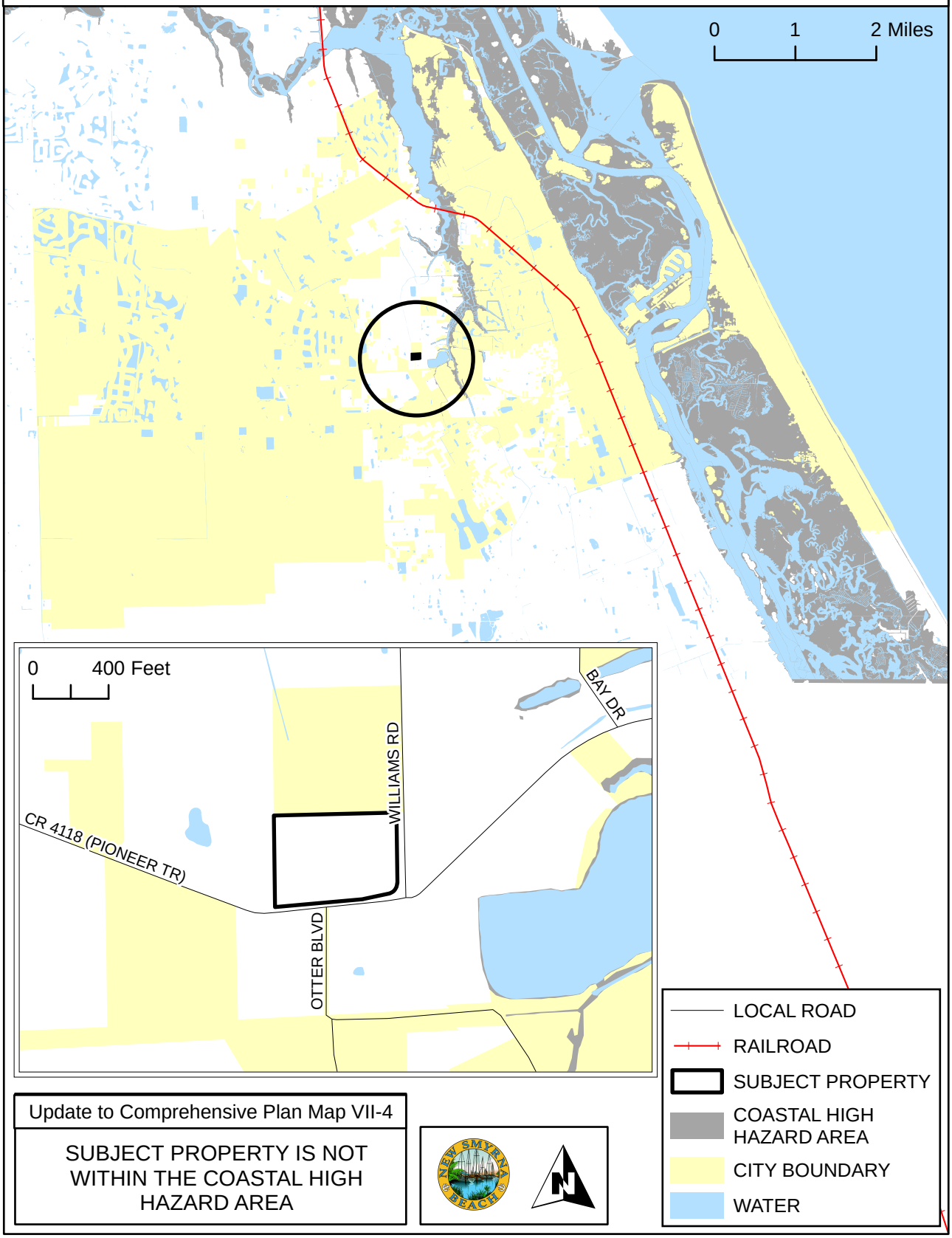


Update to Comprehensive Plan Map X-1

SUBJECT PROPERTY IS WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

COASTAL HIGH HAZARD AREAS

A-6-26

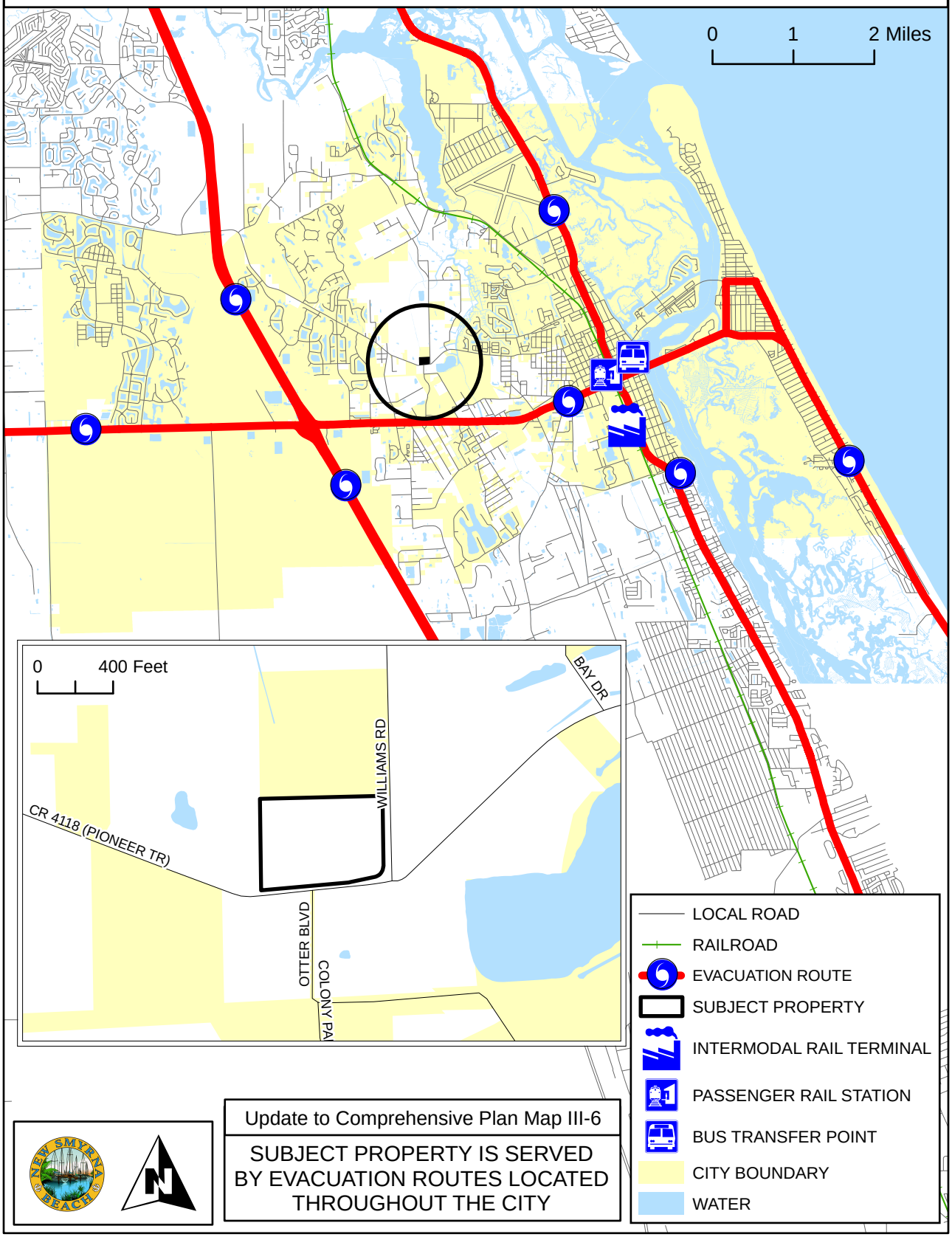


Update to Comprehensive Plan Map VII-4

SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA

EVACUATION ROUTES

A-6-26

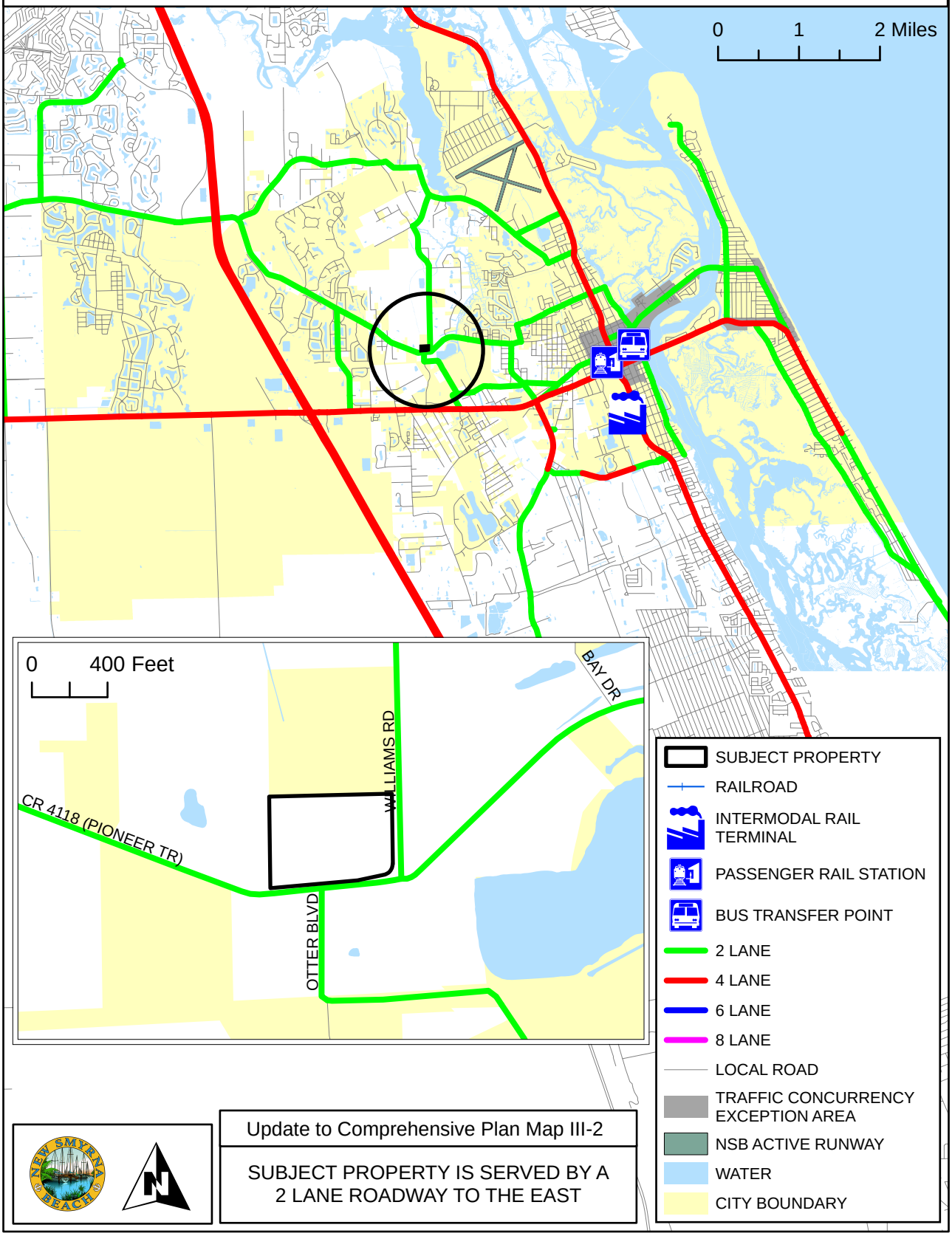


Update to Comprehensive Plan Map III-6

SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXISTING TRAFFIC LANES - 2009

A-6-26

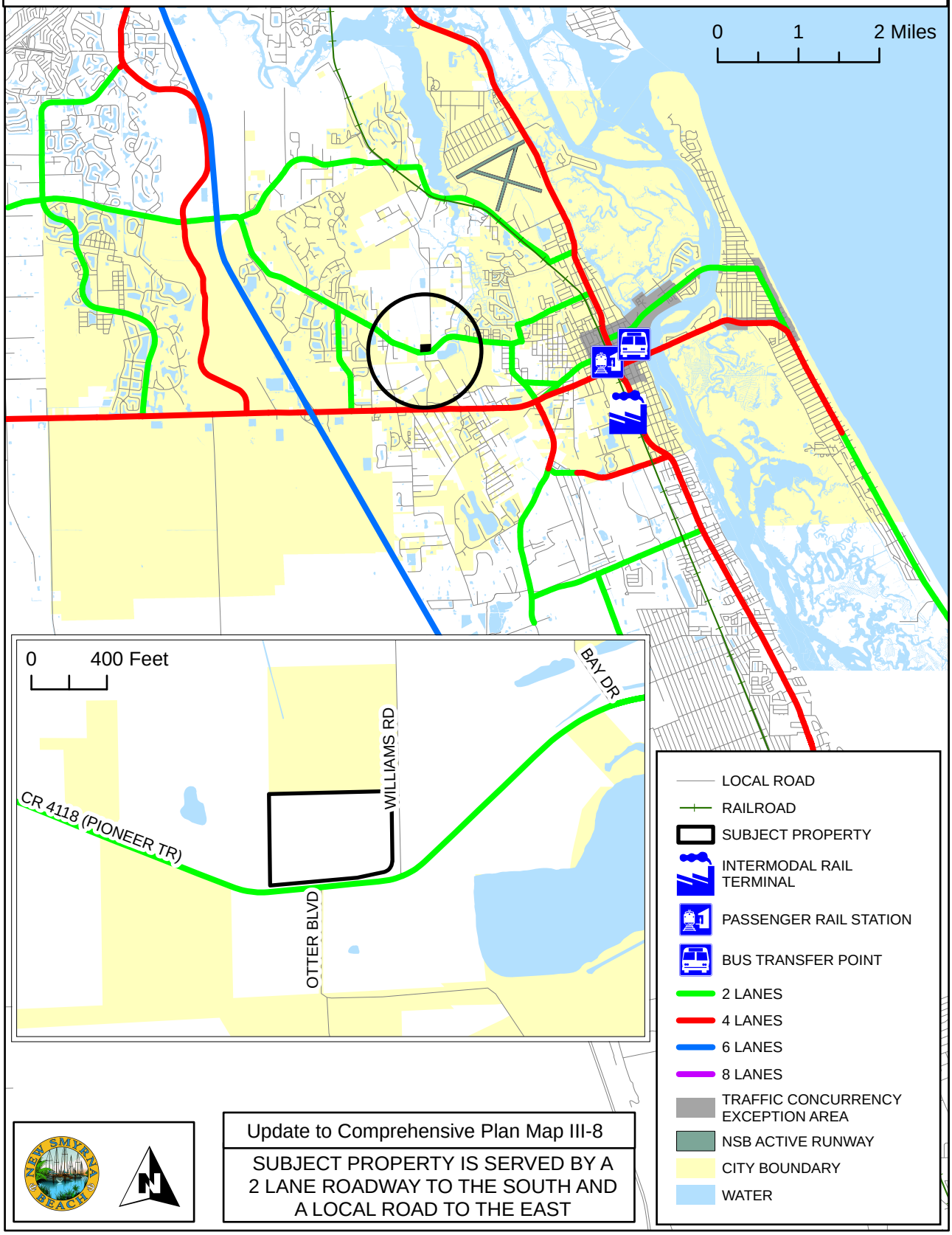


Update to Comprehensive Plan Map III-2

SUBJECT PROPERTY IS SERVED BY A 2 LANE ROADWAY TO THE EAST

NUMBER OF TRAFFIC LANES - 2025

A-6-26

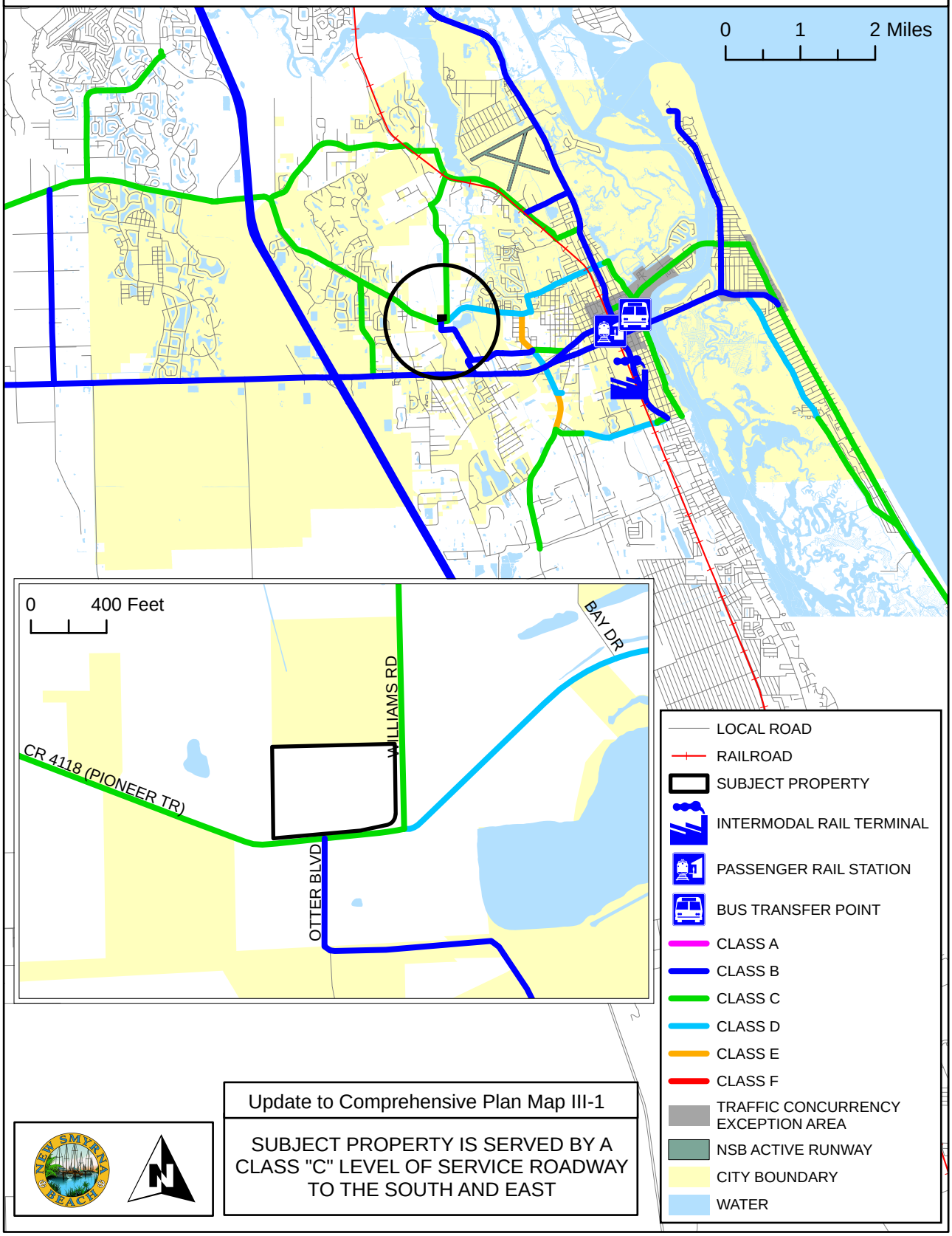


Update to Comprehensive Plan Map III-8

SUBJECT PROPERTY IS SERVED BY A 2 LANE ROADWAY TO THE SOUTH AND A LOCAL ROAD TO THE EAST

EXISTING LEVEL OF SERVICE - 2009

A-6-26

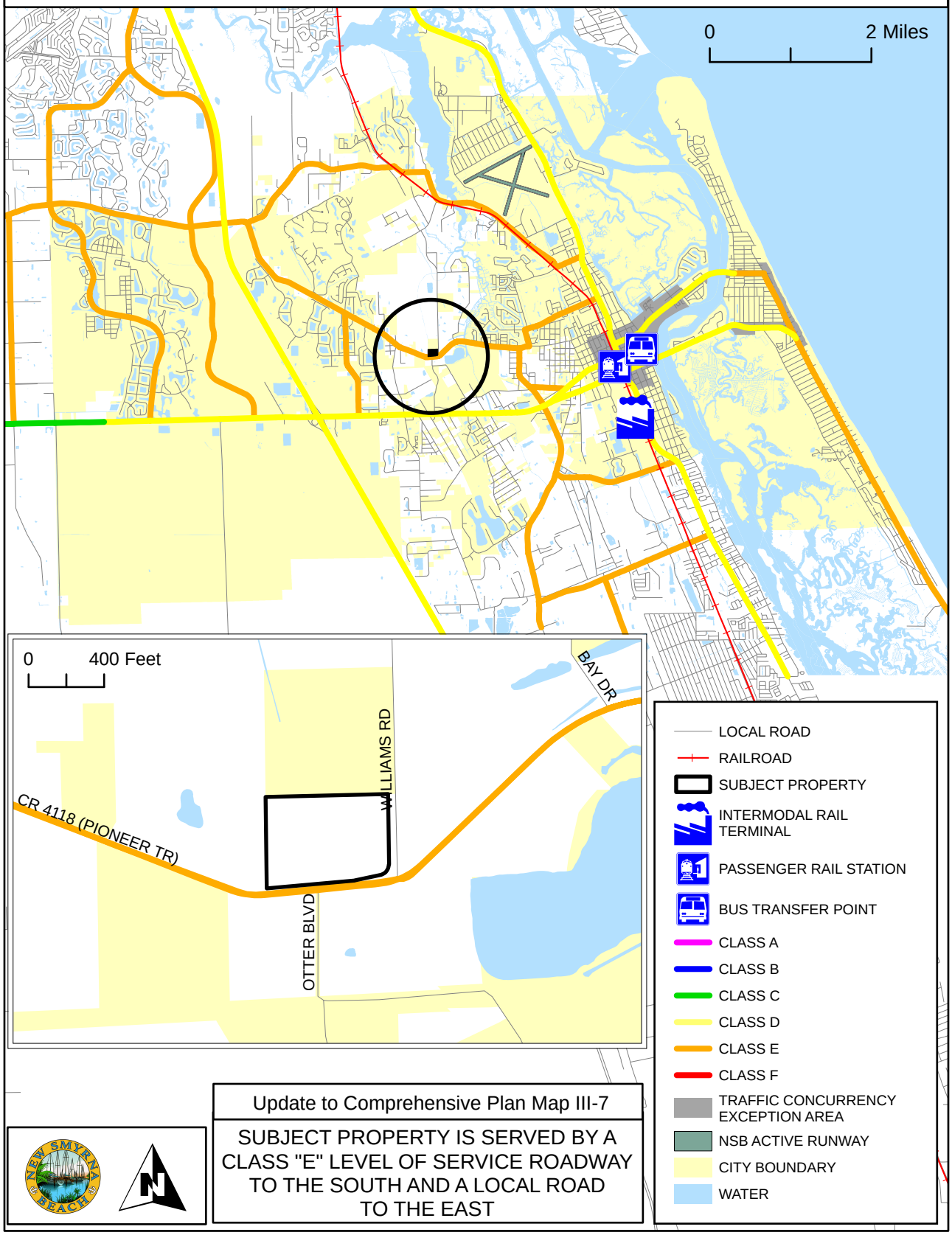


Update to Comprehensive Plan Map III-1

SUBJECT PROPERTY IS SERVED BY A CLASS "C" LEVEL OF SERVICE ROADWAY TO THE SOUTH AND EAST

LEVEL OF SERVICE - 2025

A-6-26

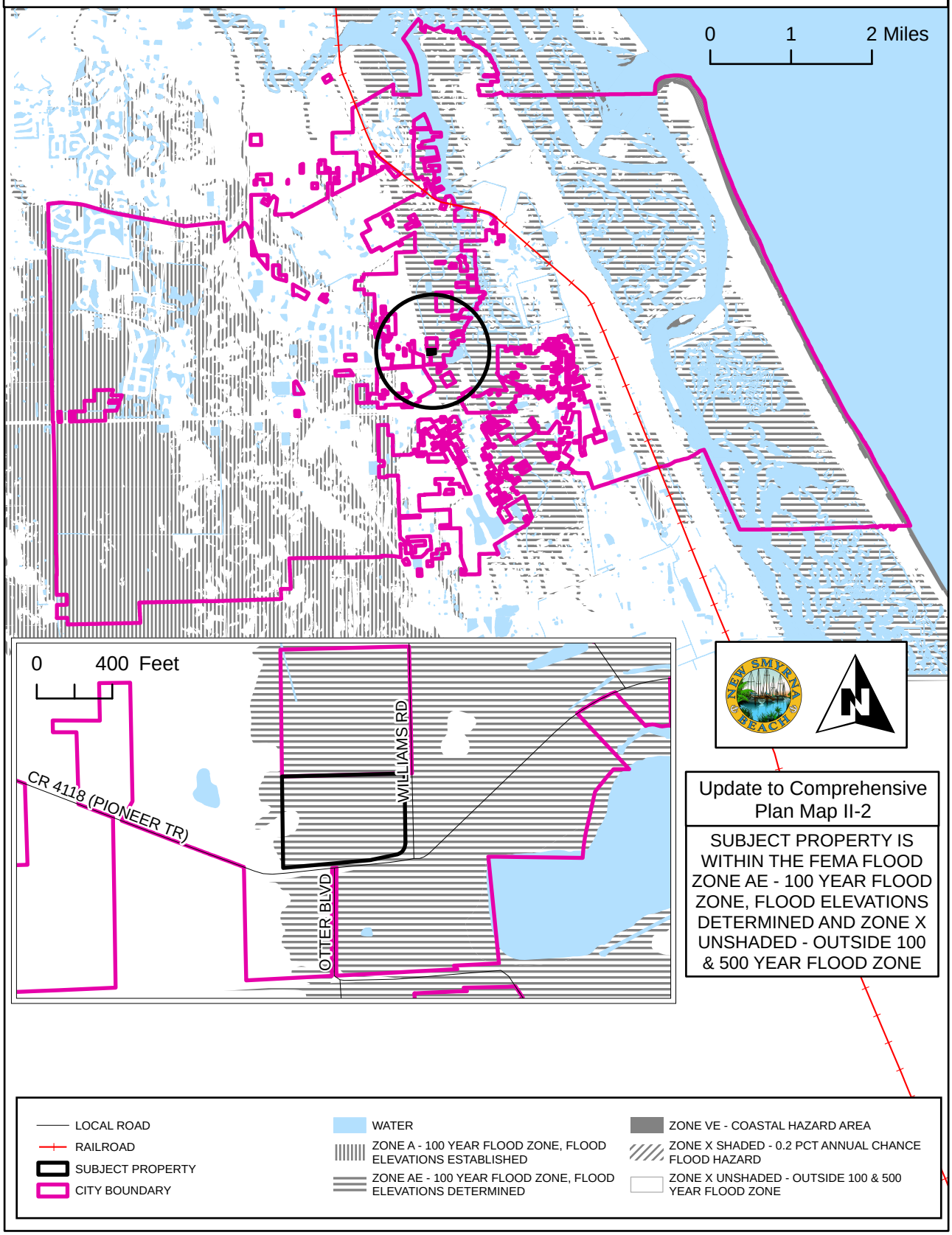


Update to Comprehensive Plan Map III-7

SUBJECT PROPERTY IS SERVED BY A CLASS "E" LEVEL OF SERVICE ROADWAY TO THE SOUTH AND A LOCAL ROAD TO THE EAST

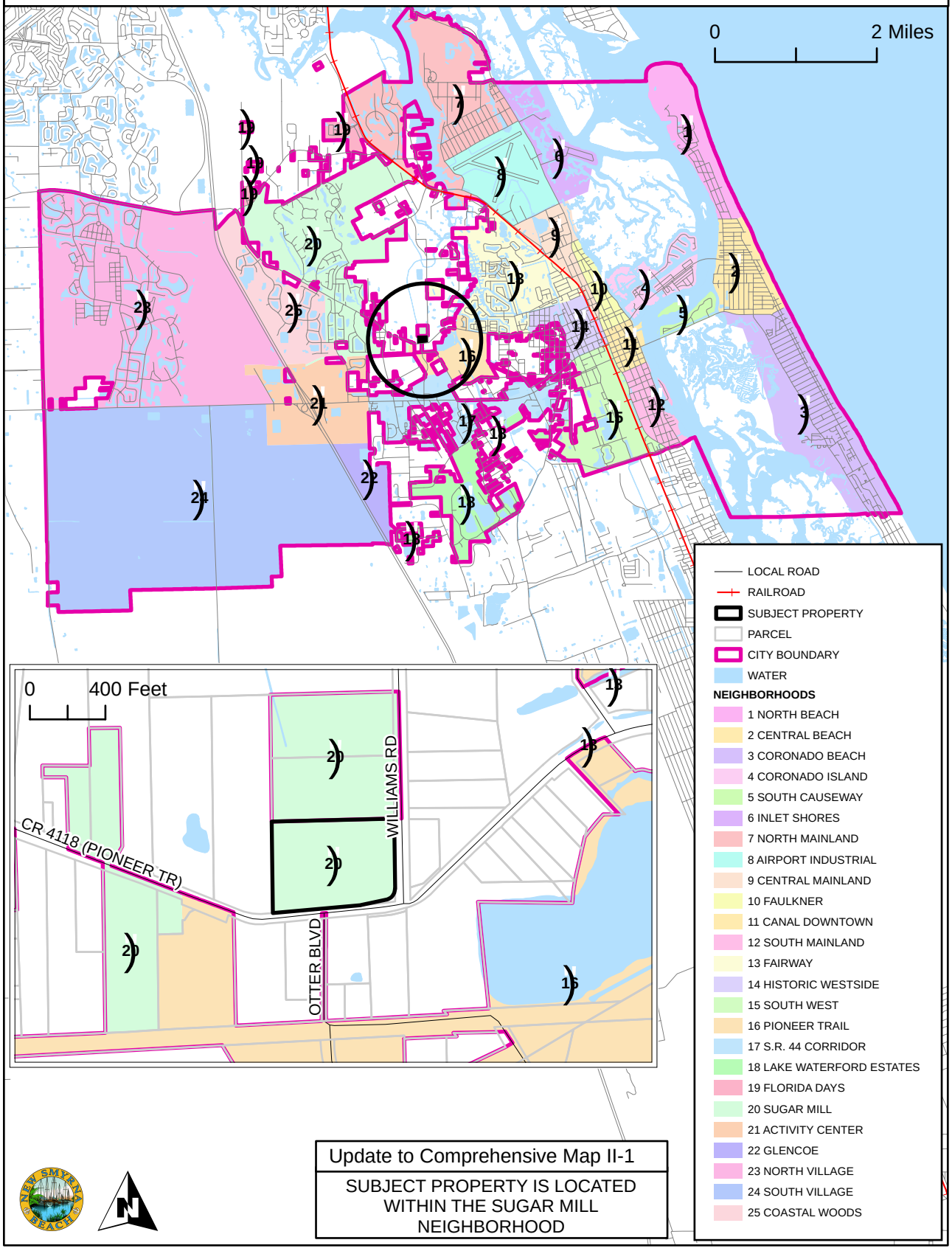
FLOOD PRONE AREAS

A-6-26



NEIGHBORHOODS

A-6-26

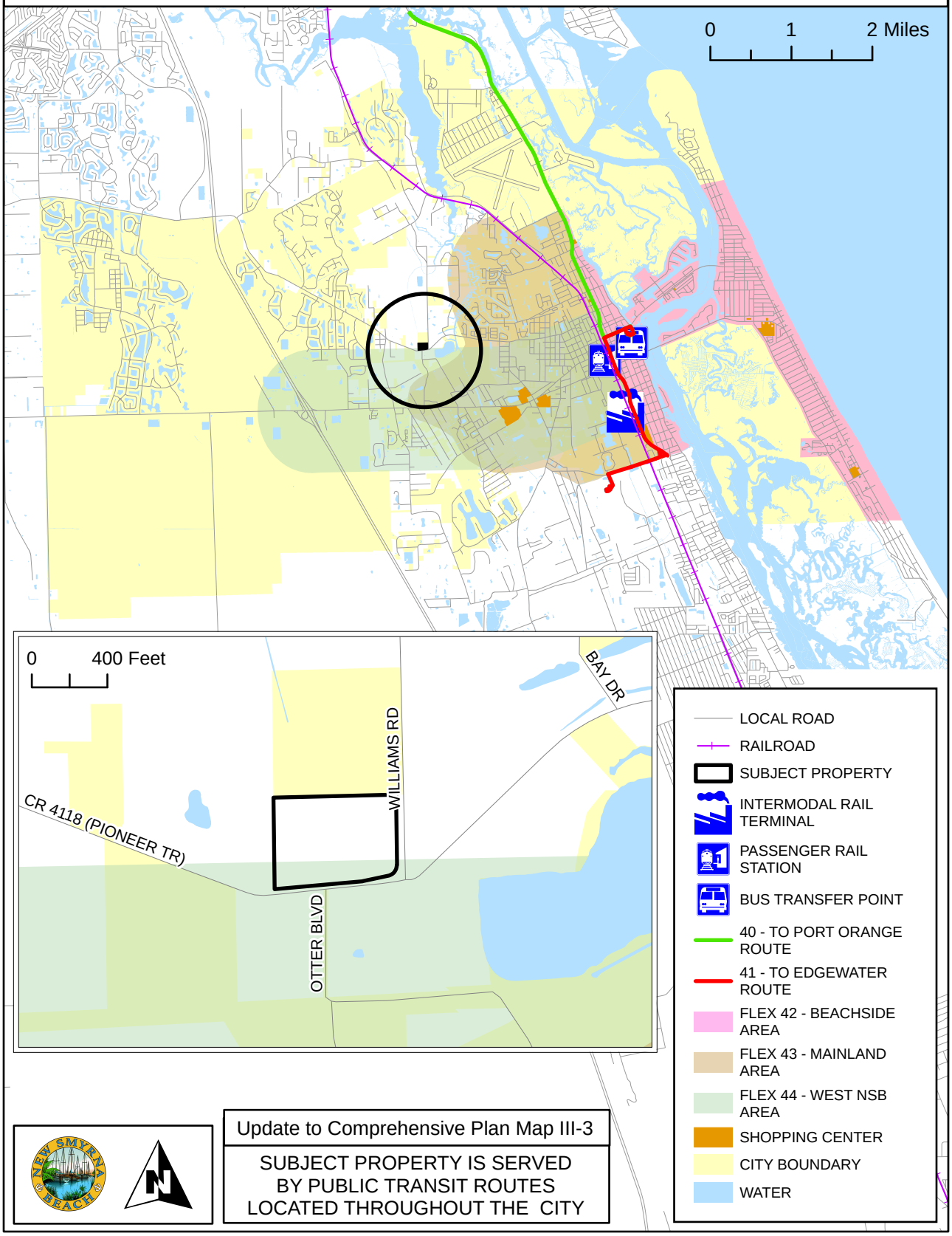


Update to Comprehensive Map II-1

SUBJECT PROPERTY IS LOCATED WITHIN THE SUGAR MILL NEIGHBORHOOD

PUBLIC TRANSIT ROUTES

A-6-26

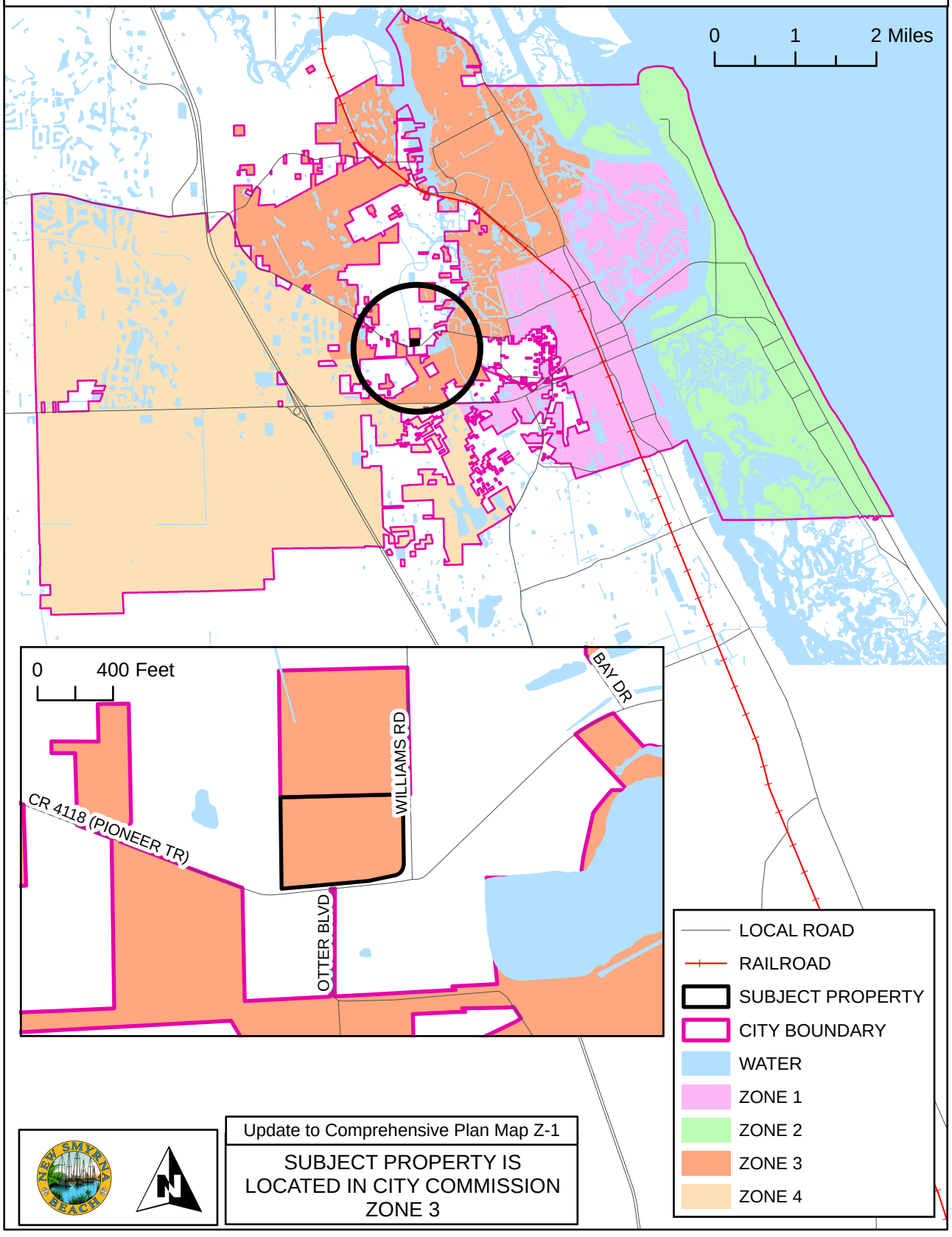


Update to Comprehensive Plan Map III-3

SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

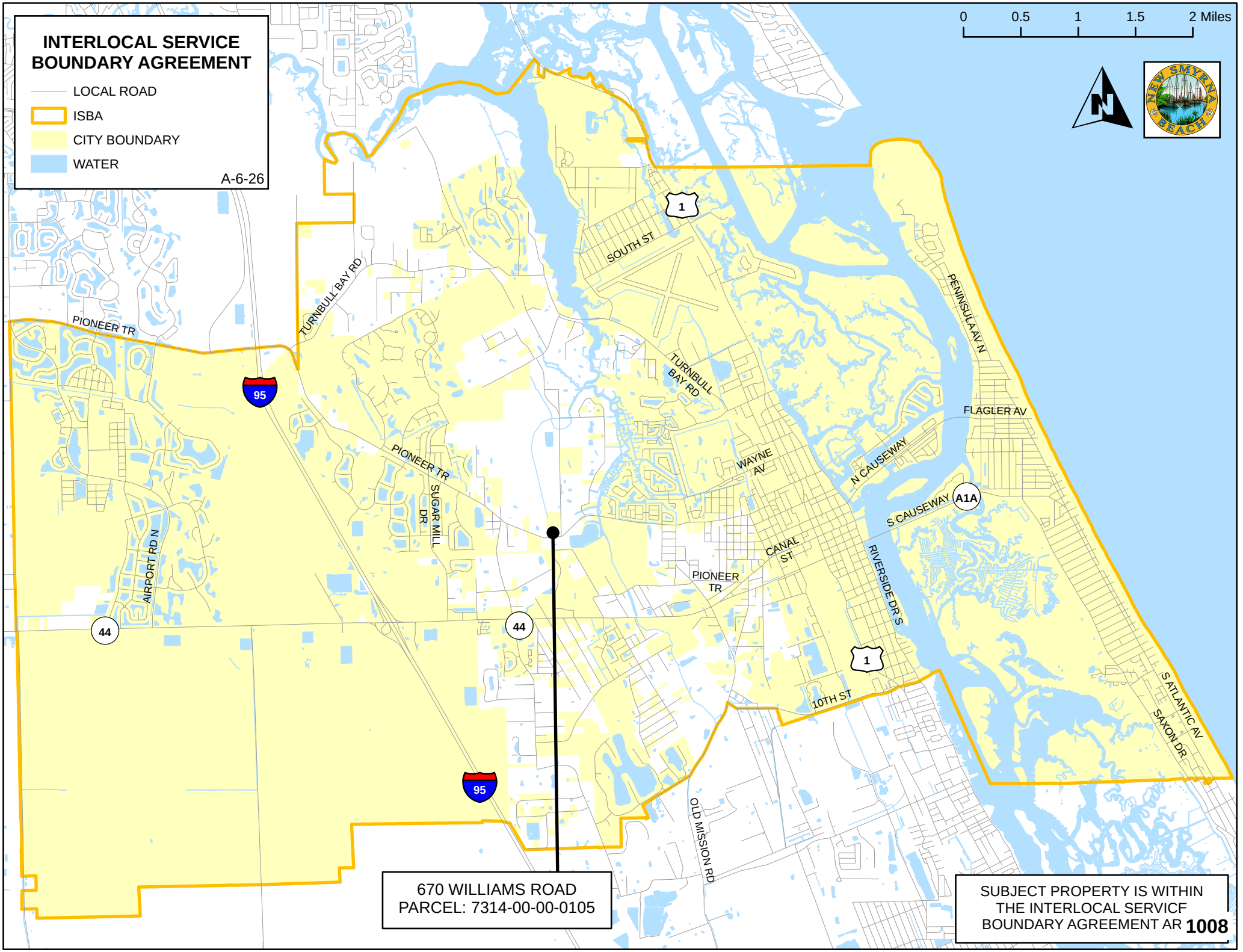
COMMISSION ZONES

A-6-26



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 3


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-6-26
0 0.5 1 1.5 2 Miles
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
N CAUSEWAY
WAYNE AV
S CAUSEWAY
A1A
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
SUGAR MILL DR
AIRPORT RD N
OLD MISSION RD
95
44
1
670 WILLIAMS ROAD
PARCEL: 7314-00-00-0105
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 1008

LEGAL DESCRIPTION

Address:
670 Williams Road, New Smyrna Beach, Florida 32168

Parcel Number
7314-00-00-0105

AltKey Number:
6042217

Metes and Bounds by Fidelity National Title of Florida Inc and American Governmental Services Corp:

THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, LYING WEST OF WILLIAMS ROAD AND NORTH OF PIONEER TRAIL.

LESS AND EXCEPT LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6923, PAGE 2704, OFFICIAL RECORDS BOOK 6758, PAGE 3404, OFFICIAL RECORDS BOOK 6610, PAGE 2732, OFFICIAL RECORDS BOOK 4608, PAGE 2448 AND OFFICIAL RECORDS BOOK 4064, PAGE 1442. LESS AND EXCEPT ROAD RIGHT OF WAY.

ALSO DESCRIBED AS:

A PORTION OF THE SOUTHEAST ONE QUARTER (SOUTHEAST 1/4) OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCE AT THE NORTHWEST CORNER OF SAID SOUTHEAST ONE QUARTER (SOUTHEAST 1/4) OF SAID SECTION 14; THENCE RUN NORTH 88°36'11" EAST, ALONG THE NORTH LINE OF THE NORTHWEST ONE QUARTER (NORTHWEST 1/4) OF THE SOUTHEAST ONE QUARTER (SOUTHEAST 1/4) OF SECTION 14, 1294.60 FEET TO THE WEST RIGHT OF WAY LINE OF WILLIAMS ROAD, AN 85 FOOT RIGHT OF WAY AS NOW LAID OUT; THENCE SOUTH 00°40'47" EAST, ALONG SAID WEST RIGHT OF WAY LINE, 1008.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°40'47" EAST, 438.82 FEET TO THE INTERSECTION OF SAID WEST RIGHT OF WAY LINE OF WILLIAMS ROAD

WITH THE NORTH RIGHT OF WAY LINE OF PIONEER TRAIL (S.R 40-A), (C.R. 4118), A 66 FOOT RIGHT OF WAY AS NOW LAID OUT AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 333.61 FEET, A CENTRAL ANGLE OF 10°06'40" AND A CHORD BEARING OF SOUTH 79°46'16" WEST; THENCE ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT OF WAY LINE, 58.87 FEET; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 84°49'36" WEST, 633.08 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 00°40'47" WEST, 484.98 FEET; THENCE NORTH 88°36'11" EAST, 649.05 FEET TO THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF WILLIAMS ROAD AND THE POINT OF BEGINNING.

LESS AND EXCEPT;

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORD BOOK 7421. PAGE 2975 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5/8" IRON ROD AND CAP STAMPED "LB 7917" MARKING THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; THENCE NORTH 88°38'30" EAST (N 88°36' 11" E BY DEED) ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 1294.60 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF WILLIAMS ROAD, AN 85.00 FOOT RIGHT OF WAY AS NOW LAID OUT, AS DESCRIBED IN OFFICIAL RECORD BOOK 1377, PAGE 217 AND OFFICIAL RECORD BOOK 1194, PAGE 671 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE OF THE SOUTHEAST 1/4 RUN SOUTH 01 °00'50" EAST (S 00°40'47" E BY DEED) ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 1384.76 FEET TO THE POINT OF BEGINN!NG: THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 01°00'50" EAST (S 00°40'47" E BY DEED) A DISTANCE OF 60.79 FEET TO A POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL (S.R. 40-A), (C.R. 4118), A 66.00 FOOT RIGHT OF WAY AS NOW LA!D OUT, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A NON-TANGENTIAL CURVE CONCAVE NORHTWESTERLY, HAVING A RADIUS OF 352.00 FEET, A DELTA OF 10°43'06", A CHORD BEARING AND DISTANCE OF SOUTH 79°07'18" WEST, 65.75 FEET; THENCE DEPARTING SAID WESTERLY R!GHT OF WAY

LINE OF WILLIAMS ROAD RUN ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL A DISTANCE OF 65.85 FEET TO A POINT; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH 84°28'51" WEST (S 84°49'36" W BY DEED) A DISTANCE OF 118.73 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE RUN NORTH 77°51'59" EAST A DISTANCE OF 139.57 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADJUS OF 55.00 FEET, A DELTA OF 72°36'42", A CHORD BEARING A DISTANCE OF NORTH 42°03'50" EAST, 65.13 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 69.70 FEET TO A POINT ON A NON-TANGENCIAL LINE; THENCE NORTH 12°55'2 l" EAST A DISTANCE OF 7. IO FEET TO A POINT LYING ON THE AFORESAID WESTERLY RIGHT OF WAY LINE OF WILLIAMS ROAD AND THE POINT OF BEGINNING.

CONTAINING 2,305 SQUARE FEET, MORE OR LESS.

Prepared by and Return To:
Bobbie Haynes
Fidelity National Title of Florida, Inc.
304 North Causeway
New Smyrna Beach, FL 32169

Order No.: 15-17-0507

For consideration: $480,000

APN/Parcel ID(s): 731400000105

WARRANTY DEED

THIS WARRANTY DEED dated June 23, 2017, by Joseph Stephen Filakosky and Lynda Ann Filakosky, husband and wife, individually and as Trustees of the Filakosky Family Trust U/A/D October 9, 1997, hereinafter called the grantor, to Kevin M. Lemire and Donna C. Whittum, husband and wife, whose post office address is 670 Williams Road , New Smyrna Beach, FL 32168, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of Ten And No/100 Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in the County of Volusia, State of Florida, to wit:

The Northwest 1/4 of the Southeast 1/4 of Section 14, Township 17 South, Range 33 East, Volusia County, Florida, lying West of Williams Road and North of Pioneer Trail. Less and except lands described in Official Records Book 6923, Page 2704, Official Records Book 6758, Page 3404, Official Records Book 6610, Page 2732, Official Records Book 4608, Page 2448 and Official Records Book 4064, Page 1442. Less and except road right of way.

Also described as:

A portion of the Southeast one quarter (Southeast 1/4) of Section 14, Township 17 South, Range 33 East, Volusia county, Florida, being more particularly described as follows;

Commence at the Northwest corner of said Southeast one Quarter (Southeast 1/4) of said section 14; thence run North 88°36'11" East, along the North line of the Northwest one quarter (Northwest 1/4) of the Southeast One Quarter (Southeast 1/4) of Section 14, 1294.60 feet to the West right of way line of Williams Road, an 85 foot right of way as now laid out; thence South 00°40'47" East, along said west right of way line, 1008.83 feet to the point of beginning; thence continue South 00°40'47" East, 438.82 feet to the intersection of said West right of way line of Williams Road with the North right of way line of Pioneer Trail (S.R 40-A), (C.R. 4118), A 66 foot right of way as now laid out and the beginning of a non tangent curve concave Northerly, having a radius of 333.61 feet, a central angle of 10°06'40" and a chord bearing of South 79°46'16" West; thence along the arc of said curve and said Northerly right

WARRANTY DEED
(continued)

of way line, 58.87 feet; thence continue along said North right of way line, South 84°49'36" West, 633.08 feet; thence departing said North right of way line, North 00°40'47" West, 484.98 feet; thence North 88°36'11" East, 649.05 feet to the aforementioned West right of way line of Williams Road and the point of beginning.

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2016.

CERTIFICATION OF TRUST ATTACHED HERETO AS EXHIBIT "B" and MADE A PART HEREOF.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Witness Signature

JUDITH A. REIKER

Print Name

Witness Signature

Gina Stager

Print Name

Joseph Stephen Filakosky, individually and as Trustee, of the Filakosky Family Trust U/A/D October 9, 1997

Lynda Ann Filakosky

Lynda Ann Filakosky, individually and as Trustee, of the Filakosky Family Trust U/A/D October 9, 1997

Address: 2565 Glencoe Farms Road
New Smyrna Beach, FL 32168

WARRANTY DEED
(continued)

State of FLORIDA
County of VOLUSIA
The foregoing instrument was acknowledged before me this 23 day of JUNE 2017, by JOSEPH STEPHEN FILAKOSKY AND LYUDMILA FILAKOSKY, to me known to be the person(s) described in or who has/have produced DRIVER LICENSE as identification and who executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same.

Witness my hand and official seal in the County and State last aforesaid this 23 day of JUNE, 2017.

NOTARY PUBLIC
My Commission Expires:

JUDITH A. REIKER
MY COMMISSION # FF 089004
EXPIRES: May 21, 2018
Bonded Thru Notary Public Underwriters

Prepared by and Return To:
Bobbie Haynes
Fidelity National Title of Florida, Inc.
304 North Causeway
New Smyrna Beach, FL 32169

** EXHIBIT "B" **

CERTIFICATION OF TRUST

STATE OF FLORIDA

COUNTY OF VOLUSIA

BEFORE ME, the undersigned authority, personally appeared ("Affiant") who deposes and says:

1. This Certification pertains to the following trust (insert name of trust and reference any amendments thereto): Joseph Stephen Filakosky and Lynda Ann Filakosky, Trustees, of the Filakosky Family Trust U/A/D October 9, 1997 (the "Trust"), which was executed on October 9, 1997 and is currently in existence.
2. The name of each settlor (creator) of the Trust is: _____.
3. The identity and address of the currently acing trustee(s) are: , 2565 Glencoe Farms Road, New Smyrna Beach, FL 32168.
4. The trustees of the Trust have full power and authority to mortgage and convey real property, including the property described on Exhibit "A" attached hereto and made a part hereof (the "Property"), and to sign all closing documents without the consent of any beneficiary.
5. The Trust is ☒ revocable or ☒ ~~irrevocable~~. If revocable, the name of each person holding a power to revoke the Trust is: _____.
(If left blank, the settlor(s) are the only person(s) with power of revocation)
6. The authority of the trustees as set forth in Paragraph 4 above may be executed by Affiant alone, as trustee of the Trust, without the necessity of any other co-trustee signing or otherwise authenticating such instruments unless indicated otherwise herein. Indicate the name of any co-trustee whose signature is required:

   N/A
7. If the Trust is acquiring title to the Property, title shall be acquired as follows:

   N/A.
8. The Trust has not been revoked or amended so as to cause the representations contained in this Certification to be incorrect.
9. The Property:

   ☐ has never been the homestead property of any settlor or beneficiary or their dependents; or

   ☒ is/was the homestead property of the following settlor or beneficiary or their dependents:

   _____.
10. If any settlor or beneficiary listed in Paragraph 9 above is deceased, I hereby represent that said settlor was not survived by a spouse or minor child.

CERTIFICATION OF TRUST
(continued)

11. An authentic copy of the Trust, pertinent excerpts from the Trust or related documents may be attached hereto as Exhibit "B" if deemed necessary or appropriate and, if so, shall be incorporated herein and shall be made a part hereof.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Joseph Stephen Filakosky, Trustee, of the Filakosky Family Trust U/A/D October 9, 1997

Lynda Ann Filakosky, Trustee, of the Filakosky Family Trust U/A/D October 9, 1997

State of Florida

County of Volusia

Sworn to and subscribed before me this 23 of June, 2017, by Joseph Stephen Filakosky and Lynda Ann Filakosky, who is personally known to me or who presented Driver License as identification.

Notary Public
My Commission Expires: _____

JUDITH A. REIKER
MY COMMISSION # FF 089004
EXPIRES: May 21, 2018
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

Legal Description

The Northwest 1/4 of the Southeast 1/4 of Section 14, Township 17 South, Range 33 East, Volusia County, Florida, lying West of Williams Road and North of Pioneer Trail. Less and except lands described in Official Records Book 6923, Page 2704, Official Records Book 6758, Page 3404, Official Records Book 6610, Page 2732, Official Records Book 4608, Page 2448 and Official Records Book 4064, Page 1442. Less and except road right of way.

Also described as:

A portion of the Southeast one quarter (Southeast 1/4) of Section 14, Township 17 South, Range 33 East, Volusia county, Florida, being more particularly described as follows;

Commence at the Northwest corner of said Southeast one Quarter (Southeast 1/4) of said section 14; thence run North 88°36'11" East, along the North line of the Northwest one quarter (Northwest 1/4) of the Southeast One Quarter (Southeast 1/4) of Section 14, 1294.60 feet to the West right of way line of Williams Road, an 85 foot right of way as now laid out; thence South 00°40'47" East, along said west right of way line, 1008.83 feet to the point of beginning; thence continue South 00°40'47" East, 438.82 feet to the intersection of said West right of way line of Williams Road with the North right of way line of Pioneer Trail (S.R 40-A), (C.R. 4118), A 66 foot right of way as now laid out and the beginning of a non tangent curve concave Northerly, having a radius of 333.61 feet, a central angle of 10°06'40" and a chord bearing of South 79°46'16" West; thence along the arc of said curve and said Northerly right of way line, 58.87 feet; thence continue along said North right of way line, South 84°49'36" West, 633.08 feet; thence departing said North right of way line, North 00°40'47" West, 484.98 feet; thence North 88°36'11" East, 649.05 feet to the aforementioned West right of way line of Williams Road and the point of beginning.

THE FILAKOSKY FAMILY TRUST

TRUST AGREEMENT, by and between JOSEPH STEPHEN FILAKOSKY and LYNDA ANN FILAKOSKY, of Volusia County, Florida, hereinafter called "Grantors" and the same JOSEPH STEPHEN FILAKOSKY and LYNDA ANN FILAKOSKY, hereinafter with all successors, collectively called the "Trustees". The term Trustee, whether used in the plural or singular, whether masculine or feminine in nature shall be interchangeable.

WITNESSETH:

In consideration of the acceptance by the Trustees of the Trust hereby created, the Grantors have assigned, transferred and delivered to the Trustees all property listed on Schedule "A" attached hereto and made a part hereof, receipt of which property is hereby acknowledged by the Trustees, which shall be referred to herein as the Trust Estate. The Trust Estate property shall be held, managed, invested and reinvested, upon the following terms and conditions:

ARTICLE I

DESIGNATION OF TRUST

The Trust shall be known as the "FILAKOSKY FAMILY TRUST."

ARTICLE II

REVOCABILITY, AMEND ABILITY AND ADDITIONS TO TRUST

2.1) The Grantors reserve the right to revoke this Trust at any time without anyone's consent and without providing any reason, provided that upon such revocation all assets shall be restored to the ownership of the Grantors in the manner and to the same extent that such ownership existed prior to the creation of the Trust. Revocation shall be in writing and shall be effective upon execution by the Grantors.

2.2) The Grantors reserve the right to amend this Trust, in whole or in part, without anyone's consent, except that the same shall not be amended to increase the duties or responsibilities of any Trustee then serving without such Trustee's consent. Any amendment to this Trust Agreement must be in writing and executed by the Grantors in the presence of at least two (2) subscribing witnesses who subscribe their names as witnesses in the presence of the Grantors.

2.3) The right herein reserved to the Grantors to revoke and amend this Trust is hereby declared to be personal, exercisable by the Grantors alone, and not by any other person, including an attorney-in-fact or Court appointed guardian. Except as provided hereinafter, no such guardian

ARTICLE V
TRUSTEE OF THIS TRUST

5.1) The Trustees of this Trust shall be JOSEPH STEPHEN FILAKOSKY and LYNDA ANN FILAKOSKY, or the survivor of them.

5.2) If JOSEPH STEPHEN FILAKOSKY and LYNDA ANN FILAKOSKY are unable (as hereinafter defined) to serve as Trustees of this Trust, or upon the death of JOSEPH STEPHEN FILAKOSKY and LYNDA ANN FILAKOSKY, then the Grantors' son, DAVID CARL FILAKOSKY, will serve as Successor Trustee.

If the Grantors' son, DAVID CARL FILAKOSKY should for any reason be unable to serve as Successor Trustee, then and in that event, Grantors' son, JOSEPH STEPHEN FILAKOSKY, Jr. shall serve as Alternate Successor Trustee.

All Successor Trustees shall have all the same rights, privileges, powers and immunities and shall be subject to all of the duties herein assumed and conferred upon the original Trustees.

5.3) For purposes of this Trust, the Grantors shall be deemed to have full capacity until the happening of one of the following events:

(a) Delivery to a Trustee of the written statements of two licensed Doctors of Medicine that a Grantor is incapacitated. Upon such delivery, the Trustee and third parties are protected in relying upon such statements without further act or notice; or

(b) Delivery to a Trustee of a notice of adjudication by a Court, competent to make such adjudication, that a Grantor no longer has legal capacity, or the notice of appointment of a guardian or conservator for a Grantor.

5.4) If all enumerated Trustees, named above, are unable or unwilling to act, the income beneficiaries who are sui juris, and if not, through their guardian, may, by a majority in number, designate a Trustee to act. Such appointment shall be in writing and executed in the presence of two (2) subscribing witnesses.

5.5) A Trustee may resign at any time by filing with each income beneficiary a written notice of resignation which shall become effective upon the qualification of a Successor Trustee. A Successor Trustee shall qualify by filing a written notice of acceptance with the income beneficiaries who are sui juris at the time of acceptance, and with the guardian of those income beneficiaries who are not sui juris. Any Trustee or Successor Trustee hereunder shall have the right to resign at anytime by giving thirty (30) days written notice to the current income beneficiaries of the Trust. Thereafter, a majority of such beneficiaries who are sui juris shall

have the right within such thirty (30) day period to appoint a Successor Trustee unless a Successor Trustee is already designated to serve under the provisions of this Trust. The Successor Trustee to a resigning Corporate Trustee shall at all times be a Corporate Trustee. In the event the current income beneficiaries shall fail to designate a Successor Trustee within the time specified, then the acting Trustee may apply to a Court of competent jurisdiction, for leave to resign, for the appointment of a Successor Trustee and the Judicial settlement of its accounts.

Upon accepting the Trust, a Successor Trustee shall be substituted for and have the same rights and powers, discretionary or otherwise, as the original Trustee. A Successor Trustee shall be under no obligation to inquire into the acts or to examine the accounts of any prior Trustee and shall not be liable for acts, omissions or failures to account properly prior to qualification.

5.6) A guardian or conservator of the estate of a beneficiary under legal disability, or the parents, surviving parent, or legal custodian of a minor beneficiary for whose estate no guardian has been appointed, may act for such beneficiary in making any appointment and giving any direction under this Trust as to such beneficiary.

5.7) Every Successor Trustee shall have all the title, powers and discretions given to the Trustee herein without any act of conveyance or transfer; provided, however, no title or interest in real property shall vest in any Successor Trustee until such time as the Successor Trustee has recorded an Acceptance of Trust in the County where the real property is located.

ARTICLE VI
TRUSTEE'S POWERS

6.1) All Trustees and Successor Trustees shall have the powers conferred by the common law and statutes of the State of Florida, which shall be construed broadly and which may be exercised at the discretion of the Trustee.

6.2) In the administration and distribution of any Trust or fund created hereunder, no Trustee, other than the Grantor acting as Trustee, shall have authority to direct investments or management or distribution (including invasion of principal) of Trust principal in such a manner as will cause inclusion of such assets in the estate of such Trustee for Federal estate tax purposes.

6.3) The Trustees shall be authorized to buy, mortgage, sell or transfer any real property and/or personal property without the prior or subsequent approval of any Court, and no purchaser or lender shall be held liable to see the propriety of the transaction nor to the application of proceeds. It is Grantors' intention to grant the Trustee a general power of sale, and any action

7.12) If a Trustee, other than the Grantors, shall be acting as Trustee, such Trustee shall prepare an account for each taxable year of each Trust or fund and whenever a Trustee, other than Grantors, ceases to serve, an account shall be prepared from the time of the last prior account through the end of the period of service. Such Trustee shall keep each account available for inspection by and shall, when requested, deliver copies to the beneficiaries eligible, within the period covered thereby, to receive benefits from the Trust or fund which is the subject of said account. The written approval of an account by such a beneficiary, or by his or her parent or guardian, if such beneficiary is a minor or otherwise incompetent, shall be final and binding upon the beneficiary and upon all persons then or thereafter claiming any interest through or under him or her in the income or principal of such Trust as to all matters stated therein or shown thereby. Failure of such beneficiary, or of his or her parent or guardian, if such beneficiary is a minor or otherwise incompetent, to deliver to such Trustee written objection to an account within thirty (30) days after receipt thereof shall constitute the final and binding approval thereof by that beneficiary.

7.13) Each Trust created under this instrument shall terminate not later than Twenty-one (21) years after the death of the last survivor of the beneficiaries who are living on the date of this instrument. At termination, if the Trustee is not otherwise able to give effect to the provisions of this instrument, the remaining Trust Estate shall be distributed to the beneficiaries of the then current Trust income in the proportions in which they are entitled to share in the income.

7.14) No Trustee of this Trust shall be required to comply with Florida Statute 737.402(4).

7.15) This Trust is established under the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have signed and sealed this instrument on this 9TH day of October, 1997.

Joseph Stephen Filakosky

JOSEPH STEPHEN FILAKOSKY
Grantor and Trustee

Lynda Ann Filakosky

LYNDA ANN FILAKOSKY
Grantor and Trustee

Book: 5465
Page: 3286
Diane M. Matousek
Volusia County, Clerk of Court

The foregoing Trust Agreement was signed, sealed, published and declared by the Grantors in the presence of us. The undersigned have attested as witnesses, after the Grantors signed, in the presence of each other and in the Grantors' presence, on the date stated above.

MICHAEL T. KOENIG

JOYCE CONNELL
"Witnesses As to Grantors and Trustees

STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared JOSEPH STEPHEN FILAKOSKY and LYNDA ANN FILAKOSKY, Grantors and Trustees herein, producing Florida DRIVER'S LICENSES as identification, and acknowledged the execution of the Trust Agreement.

Witness my hand and official seal this 9 day of October, 1997.

(SEAL) C. S. ALEXANDER MY COMMISSION EXPIRES APRIL 13, 2001 #CC 631638 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Notary Public
C. SUSAN ALEXANDER
My Commission Expires:

This Instrument Prepared By:
Michael D. Millhorn, Attorney at Law
Suite 204 - Spruce Creek Professional Center
10935 S. E. 177th Place
Summerfield, Fl 34491
(352) 307-2221 (800) 743-9732

THIS INSTRUMENT PREPARED BY:
C. Michel
American Government Services Corporation
3812 W. Linebaugh Avenue
Tampa, Florida 33618
File: 33896-1

Project No.: 5891
Project Name: Pioneer Trail
Parcel No.: 100

NOTE TO RECORDING DEPARTMENT: THIS DOCUMENT HAS BEEN EXECUTED AND DELIVERED UNDER THREAT OF CONDEMNATION AND/OR IN SETTLEMENT OF CONDEMATION PROCEEDINGS AFFECTING THE PROPERTY DESCRIBED HEREIN, AND THEREFORE IS EXEMPT FROM DOCUMENTARY STAMP TAX. SEE FLORIDA DEPARTMENT OF REVENUE V. ORANGE COUNTY, 620 SO. 2D 99 (FLA. 1993).

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS INDENTURE, made and entered into this 9th day of March, 2026, between **Kevin M. Lemire and Donna C. Whittum, husband and wife,** whose mailing address is 670 Williams Road, New Smyrna Beach, Florida 32168 (hereinafter the **Grantor**), and **COUNTY OF VOLUSIA, a political subdivision of the State of Florida**, whose mailing address is 123 West Indiana Avenue, Deland, Florida 32720-4612, (hereinafter the **Grantee**).

WITNESSETH, that Grantor, for and in consideration of the sum of ONE AND 00/100 DOLLAR ($1.00) and other valuable consideration paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and transferred to the Grantee, said Grantee's heirs and assigns forever, the following described land, to wit:

See attached Exhibit A

Volusia County Property Appraiser Parcel ID No.: 731400000105

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor does hereby covenant with said Grantee that the Grantor is lawfully seized of said land in fee simple, that the Grantor has good right and lawful authority to sell and convey said land, and hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons whomsoever and that said land is free of all encumbrances, except taxes accruing for the year 2026 and subsequent years.

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand and seal the day and year first above written.

SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.

Signed, sealed and delivered in the presence of two witnesses as required by law:

First Witness's Signature

Jennifer Howard
First Witness's Printed Name

711 W Sheraton Street, Ste B
First Witness's Address

Tampa, FL 33609
City, State & Zip Code

Kevin M. Lemire

Robert R. Stacke
Second Witness's Signature

ROBERT R. STRACKE
Second Witness's Printed Name

17724 Rwendel Rd.
Second Witness's Address

Lutz FL 33549
City, State & Zip Code

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of March, 2026, by **Kevin M. Lemire**, who ☐ is personally known to me or ☒ who has produced FL DL _____ as identification.

[NOTARY PUBLIC SEAL]

ROBERT R. STRACKE NOTARY PUBLIC MY COMMISSION EXPIRES 10-31-2029 STATE OF FLORIDA COMMISSION NUMBER HH 694331

Robert R. Stacke
Notary Public Signature
Printed Name: ROBERT R. STRACKE
Commission No.: HH 694331

Signed, sealed and delivered in the presence of two witnesses as required by law:

First Witness's Signature

Donna C. Whittum

Donna C. Whittum

First Witness's Printed Name

First Witness's Address

City, State & Zip Code

Second Witness's Signature

Second Witness's Printed Name

Second Witness's Address

City, State & Zip Code

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of March, 2026, by **Donna C. Whittum**, who ☐ is personally known to me or ☒ who has produced FL DL as identification.

[NOTARY PUBLIC SEAL]

ROBERT R. STRACKE NOTARY PUBLIC MY COMMISSION EXPIRES 10-31-2029 STATE OF FLORIDA COMMISSION NUMBER HH 694331

Notary Public Signature
Printed Name: ROBERT R. STRACKE
Commission No.: HH 694331

SKETCH OF DESCRIPTION FOR RIGHT OF WAY PARCEL 100

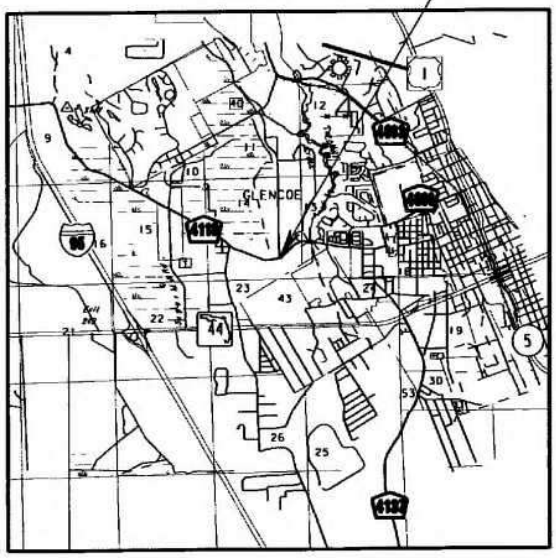
SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST

EXHIBIT "A"

GENERAL NOTES

1. THIS IS NOT A BOUNDARY SURVEY.
2. THIS SKETCH WAS PREPARED IN SUPPORT OF VOLUSIA COUNTY PROJECT PC-3319 TO GRAPHICALLY ILLUSTRATE THE PORTION OF THE PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 7421, PAGE 2975, WHICH CONTAINS THE PROPOSED RIGHT OF WAY PARCEL AS DESCRIBED AND GRAPHICALLY DEPICTED HEREON.
3. THERE WAS A DEED DISCREPANCY NOTED IN OFFICIAL RECORD BOOK 7421, PAGE 2975 ALONG THE SOUTH LINE OF THE PROPERTY, BEING CALLED OUT AS 633.08'(D) WITH A FIELD DISTANCE MEASURED AT 585.90'(F). WE BELIEVE THIS TO BE A SCRIVENER'S ERROR. ADJOINER DEED AND FOUND MONUMENTATION SUPPORT FINDINGS.
4. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, AS ESTABLISHED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION'S FLORIDA PERMENANT REFERENCE NETWORK (FPRN), UTILIZING A COMBINTATION OF STATIC AND REAL-TIME KINEMATIC (RTK) METHODS, WITH TRADITIONAL GROUND TRAVERSE, DERIVING A BEARING OF NORTH 88°38'30" EAST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST LYING IN VOLUSIA COUNTY, FLORIDA.
5. ALL RECORD PLATS, OFFICIAL RECORD BOOKS AND DEED BOOKS REFERENCED HEREON ARE FOUND IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
6. ATTENTION IS DIRECTED TO THE FACT THAT THIS SKETCH MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD BY THIS FIRM.
8. FIELD SURVEY COMPLETED ON MARCH 14, 2025.

(VICINITY MAP)
NOT TO SCALE



LEGEND & ABBREVIATIONS

BWF	=	BARBED WIRE FENCE	ORB	=	OFFICIAL RECORD BOOK
(C)	=	CALCULATED	PG	=	PAGE
CB	=	CHORD BEARING	PID	=	PARCEL ID NUMBER
CH	=	CHORD LENGTH	℄	=	PROPERTY LINE
CONC	=	CONCRETE	POB	=	POINT OF BEGINNING
COR	=	CORNER	POC	=	POINT OF COMMENCEMENT
CR	=	COUNTY ROAD	R	=	RADIUS
(D)	=	DATA SHOWN IN, OR DERIVED FROM DEED	R/W	=	RIGHT OF WAY
Δ	=	DELTA	SEC	=	SECTION
DWY	=	DRIVEWAY	SIRC	=	SET 5/8" IRC "LB 7917"
EP	=	EDGE OF PAVEMENT	SR	=	STATE ROAD
FND	=	FOUND	W/	=	WITH
(F)	=	FIELD	⟵	=	GUY ANCHOR
ID	=	IDENTIFICATION		=	FIRE HYDRANT
IRC	=	IRON ROD AND CAP		=	MAILBOX
L	=	LENGTH OF CURVE		=	POLE
LB	=	LICENSED BUSINESS		=	SINGLE SUPPORT SIGN
NO.	=	NUMBER		=	WATER METER
NTS	=	NOT TO SCALE		=	WIRE PULL BOX
				=	FENCE

I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE ATTACHED SURVEY AS SHOWN HEREIN IS TRUE, ACCURATE, AND WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

RYAN A LEATH

RYAN A. LEATH — DATE
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO.7485

REVISION	BY	DATE

VOLUSIA COUNTY PUBLIC WORKS

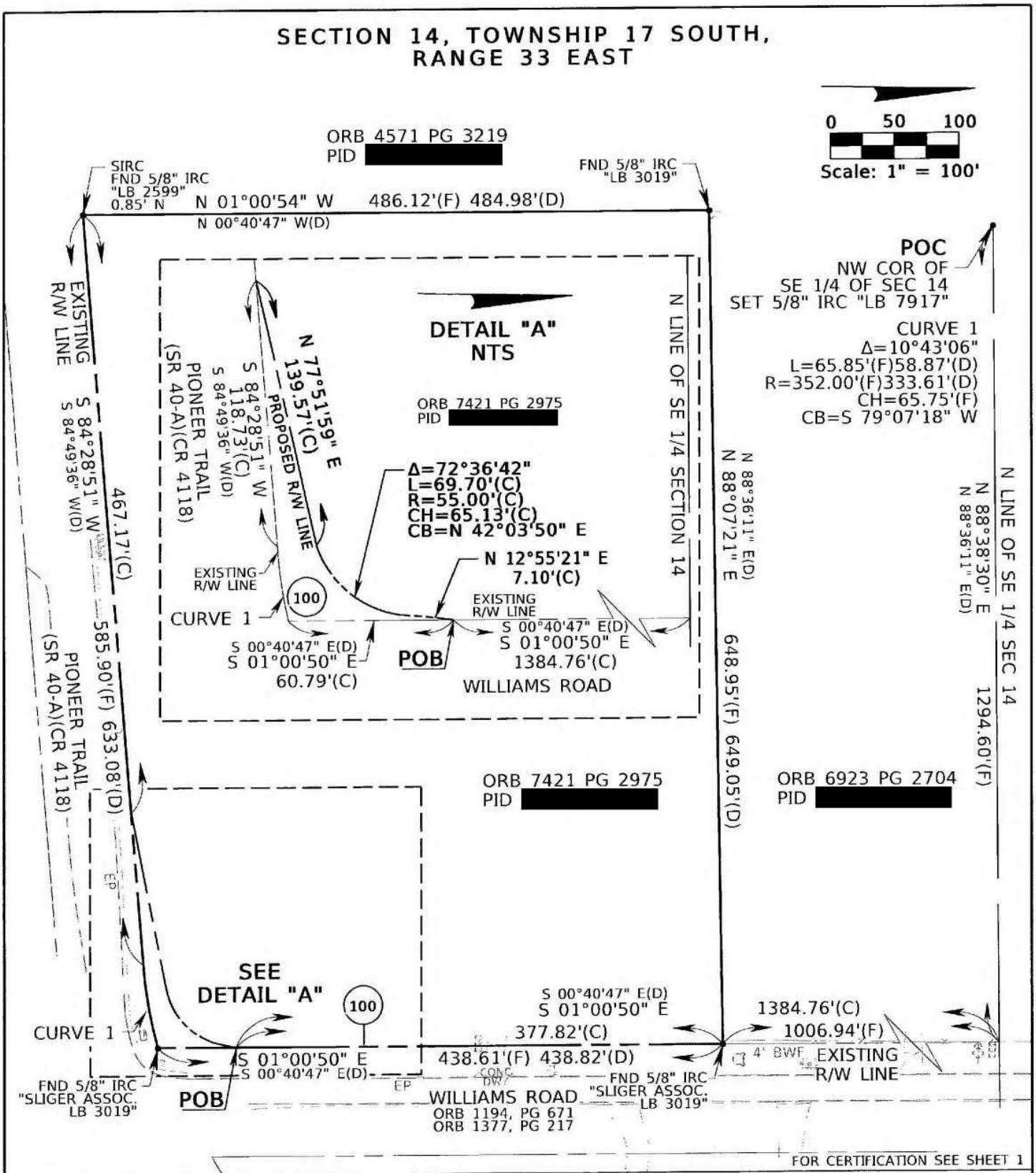
PREPARED BY: McKIM&CREED
123 NORTH INDUSTRIAL BLVD. SUITE D
ORANGE CITY, FLORIDA 32763
386-873-4517 LB7917

SKETCH OF DESCRIPTION | VOLUSIA COUNTY PROJECT NO. PC-3319

	BY	DATE
DRAWN	Y.FUENTES	03/03/25
CHECKED	R.LEATH	05/12/25

PURPOSE - FEE SIMPLE RIGHT OF WAY

PARCEL NUMBER 100 | WILLIAMS ROAD AT PIONEER TRAIL | SHEET 1 OF 3



FOR CERTIFICATION SEE SHEET 1

REVISION	BY	DATE

VOLUSIA COUNTY PUBLIC WORKS

PREPARED BY: McKIM&CREED
123 NORTH INDUSTRIAL BLVD. SUITE D
ORANGE CITY, FLORIDA 32763
386-873-4517 LB7917

SKETCH OF DESCRIPTION

VOLUSIA COUNTY PROJECT NO. PC-3319

	BY	DATE
DRAWN	Y.FUENTES	03/03/25
CHECKED	R.LEATH	05/12/25

PURPOSE - FEE SIMPLE RIGHT OF WAY

PARCEL NUMBER 100 | WILLIAMS ROAD AT PIONEER TRAIL | SHEET 2 OF 3

SKETCH OF DESCRIPTION FOR RIGHT OF WAY PARCEL 100

SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORD BOOK 7421, PAGE 2975 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5/8" IRON ROD AND CAP STAMPED "LB 7917" MARKING THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; THENCE NORTH 88°38'30" EAST (N 88°36'11" E BY DEED) ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 1294.60 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF WILLIAMS ROAD, AN 85.00 FOOT RIGHT OF WAY AS NOW LAID OUT, AS DESCRIBED IN OFFICIAL RECORD BOOK 1377, PAGE 217 AND OFFICIAL RECORD BOOK 1194, PAGE 671 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE OF THE SOUTHEAST 1/4 RUN SOUTH 01°00'50" EAST (S 00°40'47" E BY DEED) ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 1384.76 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 01°00'50" EAST (S 00°40'47" E BY DEED) A DISTANCE OF 60.79 FEET TO A POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL (S.R. 40-A), (C.R. 4118), A 66.00 FOOT RIGHT OF WAY AS NOW LAID OUT, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A NON-TANGENTIAL CURVE CONCAVE NORHTWESTERLY, HAVING A RADIUS OF 352.00 FEET, A DELTA OF 10°43'06", A CHORD BEARING AND DISTANCE OF SOUTH 79°07'18" WEST, 65.75 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF WILLIAMS ROAD RUN ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL A DISTANCE OF 65.85 FEET TO A POINT; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH 84°28'51" WEST (S 84°49'36" W BY DEED) A DISTANCE OF 118.73 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE RUN NORTH 77°51'59" EAST A DISTANCE OF 139.57 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 55.00 FEET, A DELTA OF 72°36'42", A CHORD BEARING A DISTANCE OF NORTH 42°03'50" EAST, 65.13 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 69.70 FEET TO A POINT ON A NON-TANGENCIAL LINE; THENCE NORTH 12°55'21" EAST A DISTANCE OF 7.10 FEET TO A POINT LYING ON THE AFORESAID WESTERLY RIGHT OF WAY LINE OF WILLIAMS ROAD AND THE POINT OF BEGINNING.

CONTAINING 2,305 SQUARE FEET, MORE OR LESS.

FOR CERTIFICATION SEE SHEET 1

REVISION	BY	DATE

VOLUSIA COUNTY PUBLIC WORKS

PREPARED BY: McKIM&CREED
123 NORTH INDUSTRIAL BLVD. SUITE D
ORANGE CITY, FLORIDA 32763
386-873-4517 LB7917

SKETCH OF DESCRIPTION

VOLUSIA COUNTY PROJECT NO. PC-3319

	BY	DATE
DRAWN	Y.FUENTES	03/03/25
CHECKED	R.LEATH	05/12/25

PURPOSE - FEE SIMPLE RIGHT OF WAY

PARCEL NUMBER 100 | WILLIAMS ROAD AT PIONEER TRAIL | SHEET 3 OF 3

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 57-26 Small Scale - 670 Williams Road

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 57-26

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE DESIGNATION OF 6.6± ACRES OF PROPERTY LOCATED ON THE WEST SIDE OF WILLIAMS ROAD, NORTH OF PIONEER TRAIL, FROM VOLUSIA COUNTY *RURAL* TO CITY *RURAL*; PROVIDING FOR AMENDMENT OF THE ASSOCIATED COMPREHENSIVE PLAN MAPS TO SHOW THE AREA INCORPORATED INTO THE CITY; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Kevin M. Lemire and Donna C. Whittum, 670 Williams Road, New Smyrna Beach, FL 32168, applicants and property owners, have requested the City of New Smyrna Beach amend its Comprehensive Plan, Future Land Use Map II-4 to change the land use designation of 6.6± acres of property located on the west side of Williams Road, north of Pioneer Trail, from Volusia County *Rural* to City *Rural*; to amend City Neighborhood Map II-1 to show the subject property is located within Sugar Mill Neighborhood; to amend Flood Prone Areas Map II-2 to show the subject property is within the FEMA Flood Zone AE and Zone X Unshaded; to amend Existing Land Use Designations Map II-3 to show the subject property will change from Volusia County *Residential Use* to City *Residential Use* to amend Existing Level of Service-2009 Map III-1 to show the subject property is served by a Class C level of service roadway to the south and east; to amend Existing Traffic Lanes-2009 Map III-2 to show the subject property is served by a 2-lane roadway to the east; to amend Public Transit Routes Map III-3 to show the subject property is served by public transit routes located throughout the City; to amend Bicycle and Pedestrian Facilities Map III-4 to show the subject property is served by bicycle and pedestrian facilities located throughout the City; to amend Airport Runway Protection Zones Map III-5 to show the subject property is within the height notification zone, and is not within the noise impact zone, the building restriction zone, or the runway protection zone; to amend Evacuation Routes Map III-6 to show the subject property is served by evacuation routes located throughout the City; to amend Level of Service-2025 Map III-7 to show the subject property is served by Class E level of service roadway to the south and a local road to the east; to amend Number of Traffic Lanes-2025 Map III-8 to show the subject property is served by a 2-lane roadway to the south and local road to the east; amend Water & Sewer Service Area Map VII-1 to show the subject property is within the City and inside the New Smyrna Beach water and sewer service area; to amend Soil Limitation for Septic Systems Map VII-2 to show the subject property is within the slight limitations; to amend Coastal High Hazard Area Map VII-4 to show the subject property is not within the Coastal High Hazard Area; to amend Boat Slip Siting Map VIII-2 to show the subject property is not located within a boat slip siting restricted zone; to amend City Parks Map X-1 to show the subject property is within the City and served by neighborhood and community parks; to amend Commission Zones Map Z-1 to show the subject property is located in City Commission Zone 3; and

WHEREAS, the Planning and Zoning Board, sitting as the City's Local Planning Agency, held an advertised public hearing pursuant to §163.3174(4), Fla. Stat., on September 14, 2026, and by a vote of 7-0 recommended that the City Commission approve the proposed Plan Amendment; and

WHEREAS, the proposed Amendment is from Volusia County *Rural* to City *Rural* land use of FIFTY (50) acres or fewer. §163.3187(1)(a), Fla. Stat.; and

WHEREAS, the proposed Amendment does not involve a text change to the goals, policies, and objectives of the City's Comprehensive Plan, but only propose a land use change to the future land use map for a site-specific small-scale development activity. §163.3187(1)(c), Fla. Stat.; and

WHEREAS, the proposed Amendment is not located within an area of critical state concern. §163.3187(1)(d), Fla. Stat.; and

WHEREAS, the City Commission finds that the proposed Amendment qualifies as a Plan Amendment directly related to small-scale development activities within the meaning of §163.3187(1), Fla. Stat.; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend its Comprehensive Plan as more particularly set forth hereinafter.

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

SECTION 1: ***Land Use Amendment.*** That the Comprehensive Plan, **Future Land Use Map II-4**, is hereby amended by changing the land use designations for real property located in Volusia County, Florida, described as:

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

from Volusia County *Rural* to City *Rural.*

SECTION 2: ***Map Amendment.*** That the Comprehensive Plan, **Neighborhoods Map II-1**, is hereby amended to show the subject property is within the Sugar Mill Neighborhood.

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

SECTION 3: ***Map Amendment.*** That the Comprehensive Plan, **Flood Prone Area Map II-2**, is hereby amended to show the subject property is within FEMA Flood Zone AE and Zone X Unshaded.

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

SECTION 4: ***Map Amendment.*** That the Comprehensive Plan, **Existing Land Use Designations Map II-3**, is hereby amended to show the subject property will change from County *Residential Use* to City *Residential Use.*

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

SECTION 5: ***Map Amendment.*** That the Comprehensive Plan, **Existing Level of Service-2009 Map III-1**, is hereby amended to show the subject property is served by a Class C level of service roadway to the south and east.

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

SECTION 6: ***Map Amendment.*** That the Comprehensive Plan, **Existing Traffic Lanes-2009 Map III-2,** is hereby amended to show the subject property is served by a 2-lane roadway to the east.

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

SECTION 7: ***Map Amendment.*** That the Comprehensive Plan, **Public Transit Routes Map III-3,** is hereby amended to show the subject property is served by public transit routes located throughout the City.

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

SECTION 8: ***Map Amendment.*** That the Comprehensive Plan, **Bicycle and Pedestrian Facilities Map III-4**, is hereby amended to show the subject property is served by bicycle and pedestrian facilities located throughout the City.

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

SECTION 9: ***Map Amendment.*** That the Comprehensive Plan, **Airport Runway Protection Zones Map III-5**, is hereby amended to show the subject property is within the height

notification zone, and is not within the noise impact zone, the building restriction zone, or the runway protection zone.

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

SECTION 10: ***Map Amendment.*** That the Comprehensive Plan, **Evacuation Routes Map III-6**, is hereby amended to show the subject property is served by evacuation routes located throughout the City.

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

SECTION 11: ***Map Amendment.*** That the Comprehensive Plan, **Level of Service-2025 Map III-7**, is hereby amended to show the subject property is served by a Class E level of service roadway to the south and local road to the east.

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

SECTION 12: ***Map Amendment.*** That the Comprehensive Plan, **Number of Traffic Lanes-2025 Map III-8**, is hereby amended to show the subject property is served by a 2-lane roadway to the south and local road to the east.

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

SECTION 13: ***Map Amendment.*** That the Comprehensive Plan, **Water and Sewer Service Area Map VII-1** is hereby amended to show the subject property is within the City and inside the New Smyrna Beach Water and Sewer Service Area.

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

SECTION 14: ***Map Amendment.*** That the Comprehensive Plan, **Soil Limitation for Septic Systems Map VII-2** is hereby amended to show the subject property is within the soils with slight limitations.

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

SECTION 15: ***Map Amendment.*** That the Comprehensive Plan, **Coastal High Hazard Areas Map VII-4** is hereby amended to show the subject property is not within the Coastal High Hazard Area.

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

SECTION 16: ***Map Amendment.*** That the Comprehensive Plan, **Boat Slip Siting Map VIII-2** is hereby amended to show the subject property is not located within a boat slip siting restricted zone.

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

SECTION 17: ***Map Amendment.*** That the Comprehensive Plan, **City Parks Map X-1** is hereby amended to show the subject property is within the City and served by neighborhood and community parks.

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

SECTION 18: ***Map Amendment.*** That the Comprehensive Plan, **Commission Zones Map Z-1** is hereby amended to show the subject property is located in City Commission Zone 3.

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

SECTION 19: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on October 27, 2026, at 5:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published at least 10 days prior to hearing is deemed to comply with §§163.3187(2) and 166.041(3)(a), Fla. Stat.

SECTION 20: ***Conflicting Ordinances***. That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 21: ***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 22: ***Effective Date.*** That this ordinance shall become effective THIRTY ONE (31) days following adoption by the City Commission unless a challenge is filed under §163.3187(5), Fla. Stat. In the event that the ordinance is challenged within THIRTY (30) days after adoption, it shall not become effective until the state land planning agency or the Administration Commission, respectively, issues a final order determining the adopted small scale development amendment is in compliance. §163.3187(5), Fla. Stat. In addition, this ordinance shall not become effective until Volusia Growth Management Commission has issued a Certificate of

Consistency. No development orders, development permits, or land uses dependent on these amendments may be issued or commence before they have become effective.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 9/29/2026

EXHIBIT "A"

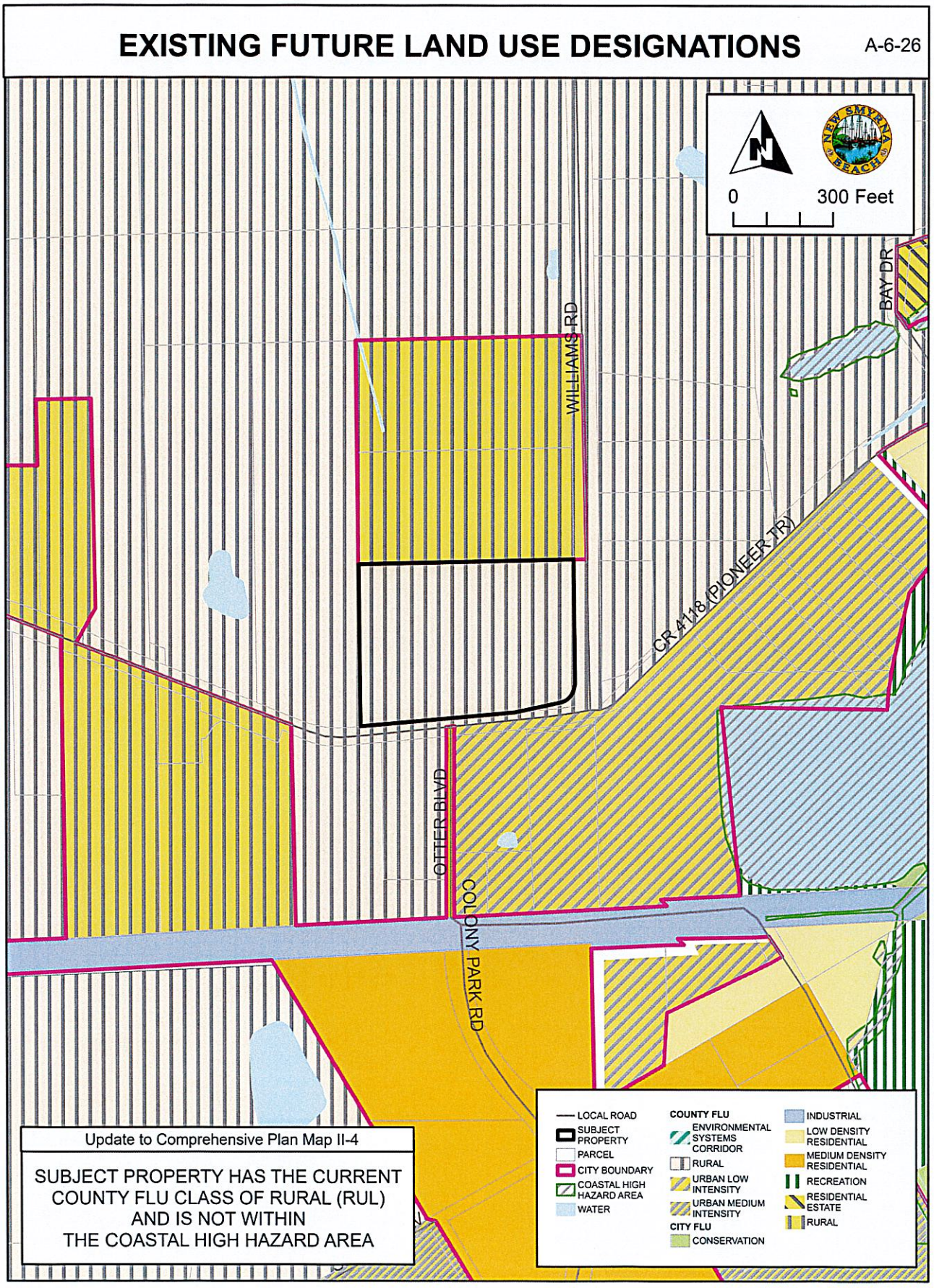

EXISTING FUTURE LAND USE DESIGNATIONS
A-6-26
0
300 Feet
WILLIAMS RD
BAY DR
CR 4118 (PIONEER TR)
OTTER BLVD
COLONY PARK RD
Update to Comprehensive Plan Map II-4
SUBJECT PROPERTY HAS THE CURRENT COUNTY FLU CLASS OF RURAL (RUL) AND IS NOT WITHIN THE COASTAL HIGH HAZARD AREA
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
COASTAL HIGH HAZARD AREA
WATER
COUNTY FLU
ENVIRONMENTAL SYSTEMS CORRIDOR
RURAL
URBAN LOW INTENSITY
URBAN MEDIUM INTENSITY
CITY FLU
CONSERVATION
INDUSTRIAL
LOW DENSITY RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL
RECREATION
RESIDENTIAL ESTATE
RURAL

EXHIBIT "A"

PROPOSED FUTURE LAND USE DESIGNATIONS

A-6-26

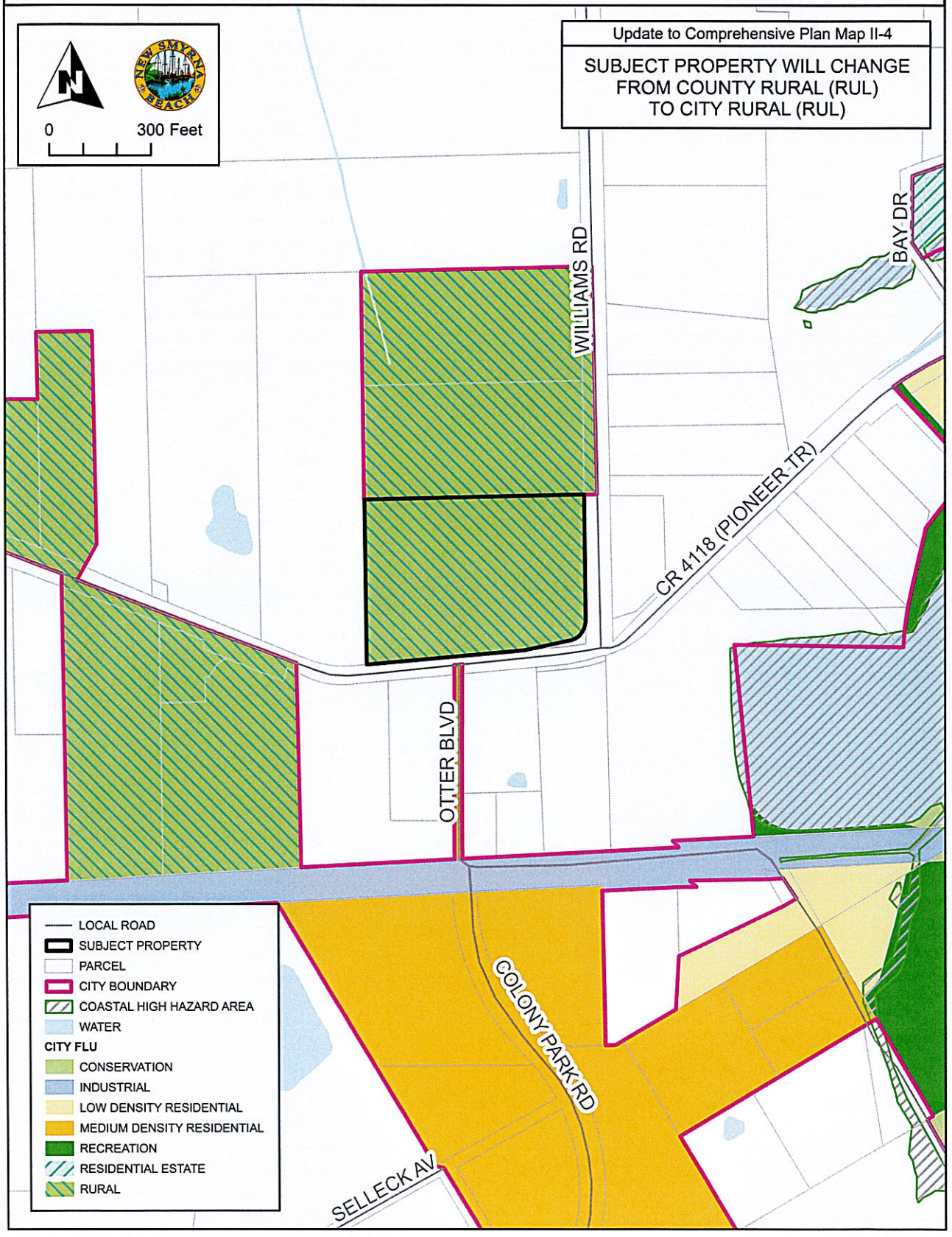


EXHIBIT "B"

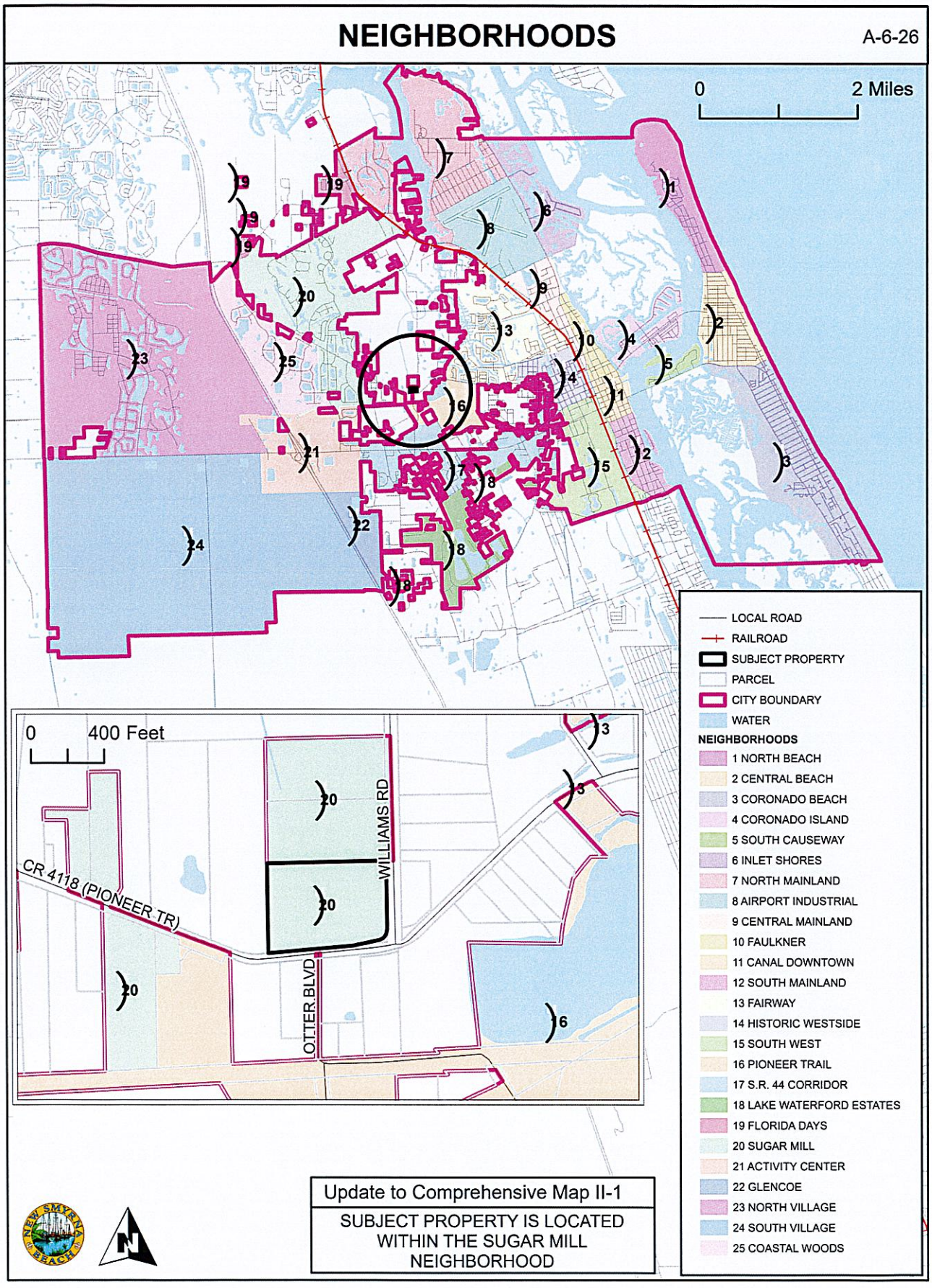

NEIGHBORHOODS
A-6-26
0
2 Miles
0
400 Feet
CR 4118 (PIONEER TR)
WILLIAMS RD
OTTER BLVD
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
NEIGHBORHOODS
1 NORTH BEACH
2 CENTRAL BEACH
3 CORONADO BEACH
4 CORONADO ISLAND
5 SOUTH CAUSEWAY
6 INLET SHORES
7 NORTH MAINLAND
8 AIRPORT INDUSTRIAL
9 CENTRAL MAINLAND
10 FAULKNER
11 CANAL DOWNTOWN
12 SOUTH MAINLAND
13 FAIRWAY
14 HISTORIC WESTSIDE
15 SOUTH WEST
16 PIONEER TRAIL
17 S.R. 44 CORRIDOR
18 LAKE WATERFORD ESTATES
19 FLORIDA DAYS
20 SUGAR MILL
21 ACTIVITY CENTER
22 GLENCOE
23 NORTH VILLAGE
24 SOUTH VILLAGE
25 COASTAL WOODS
Update to Comprehensive Map II-1
SUBJECT PROPERTY IS LOCATED WITHIN THE SUGAR MILL NEIGHBORHOOD

EXHIBIT "C"

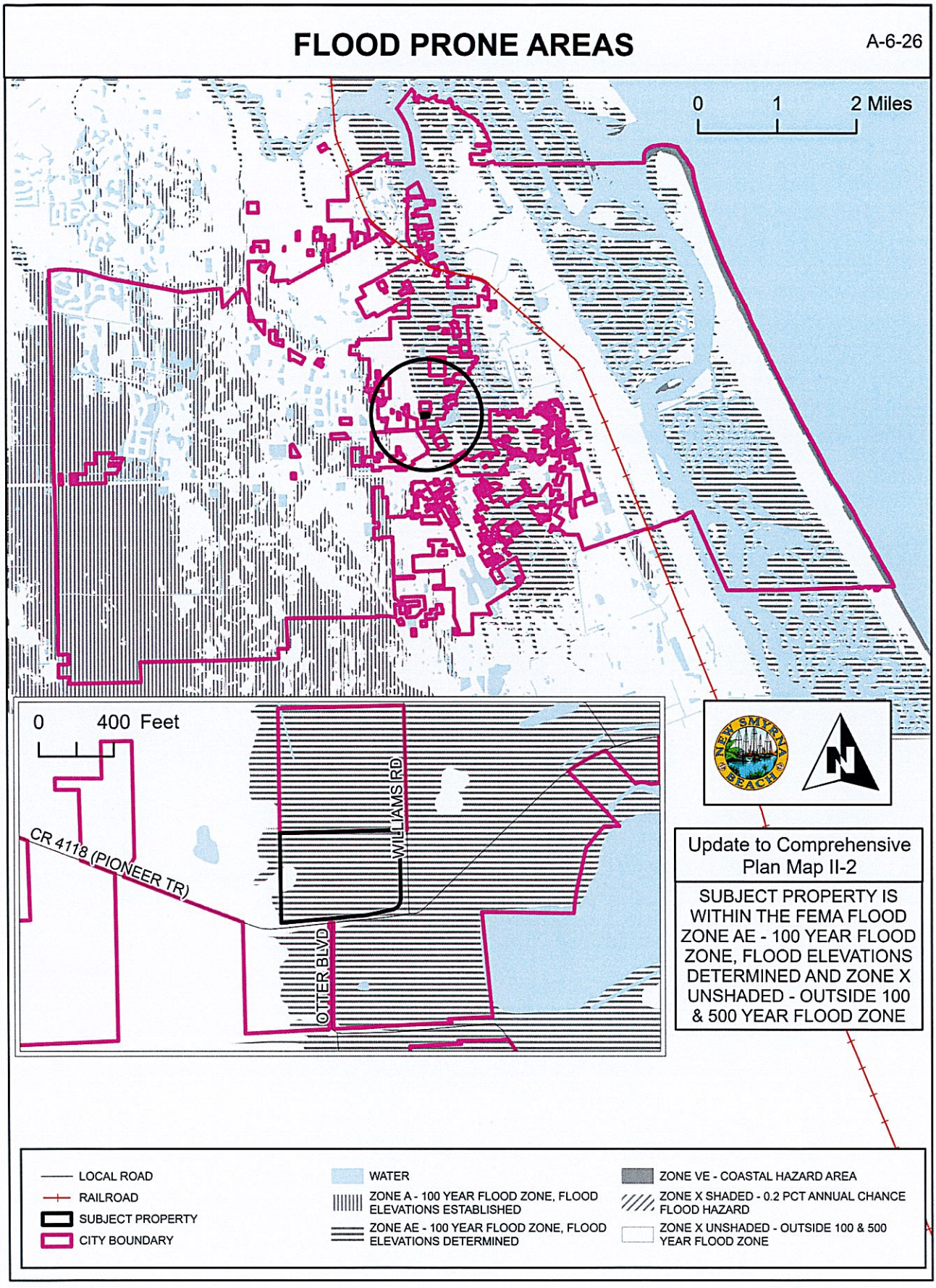

FLOOD PRONE AREAS
A-6-26
0 1 2 Miles
0 400 Feet
CR 4118 (PIONEER TR)
WILLIAMS RD
OTTER BLVD
NEW SMYRNA BEACH
N
Update to Comprehensive Plan Map II-2
SUBJECT PROPERTY IS WITHIN THE FEMA FLOOD ZONE AE - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS DETERMINED AND ZONE X UNSHADED - OUTSIDE 100 & 500 YEAR FLOOD ZONE
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE A - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS ESTABLISHED
ZONE AE - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS DETERMINED
ZONE VE - COASTAL HAZARD AREA
ZONE X SHADED - 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
ZONE X UNSHADED - OUTSIDE 100 & 500 YEAR FLOOD ZONE

EXHIBIT "D"

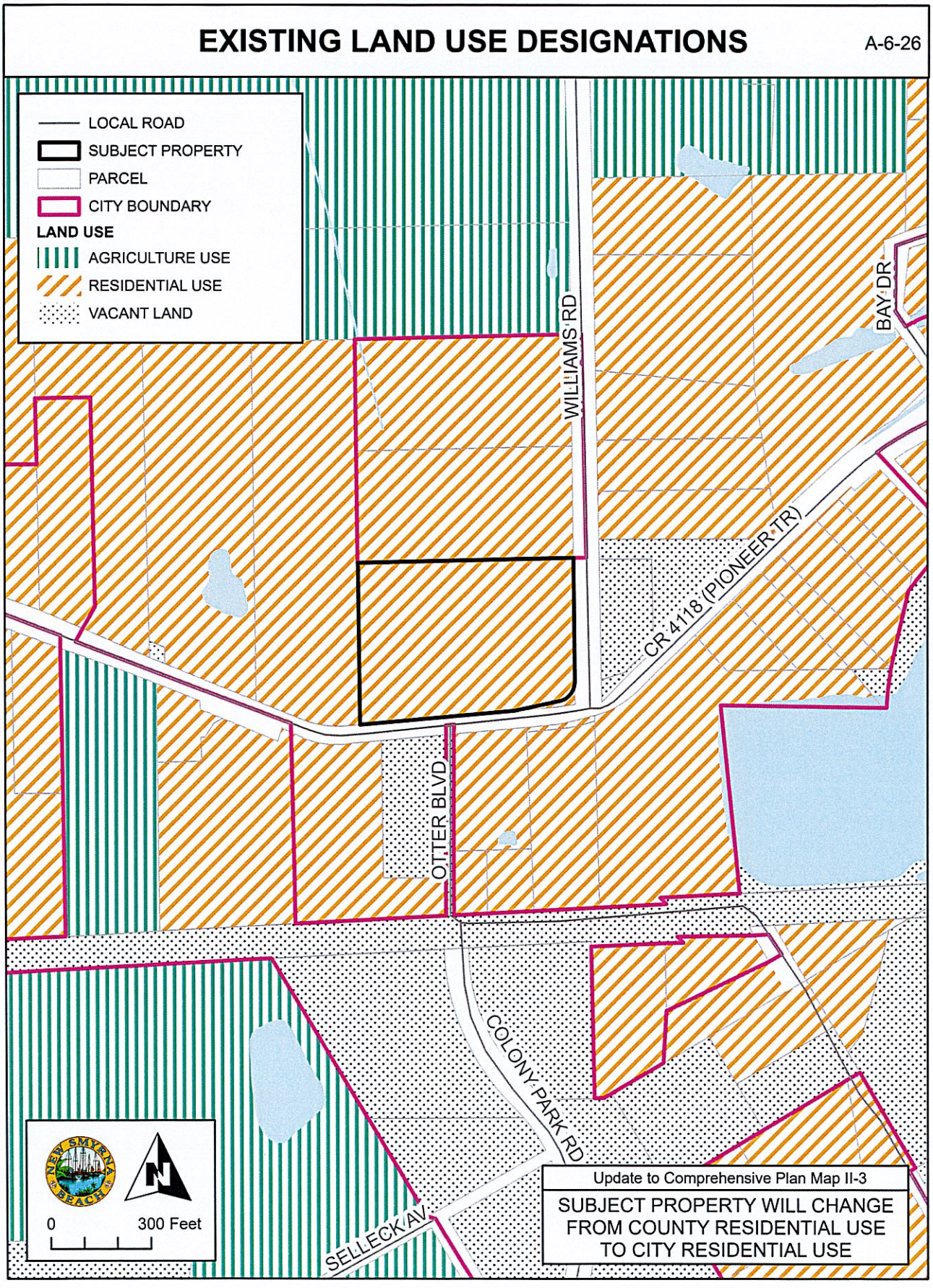

EXISTING LAND USE DESIGNATIONS
A-6-26
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
LAND USE
AGRICULTURE USE
RESIDENTIAL USE
VACANT LAND
WILLIAMS RD
BAY DR
CR 4118 (PIONEER TR)
OTTER BLVD
COLONY PARK RD
SELLECK AV
NEW SMYRNA BEACH
0
300 Feet
Update to Comprehensive Plan Map II-3
SUBJECT PROPERTY WILL CHANGE FROM COUNTY RESIDENTIAL USE TO CITY RESIDENTIAL USE

EXHIBIT "E"

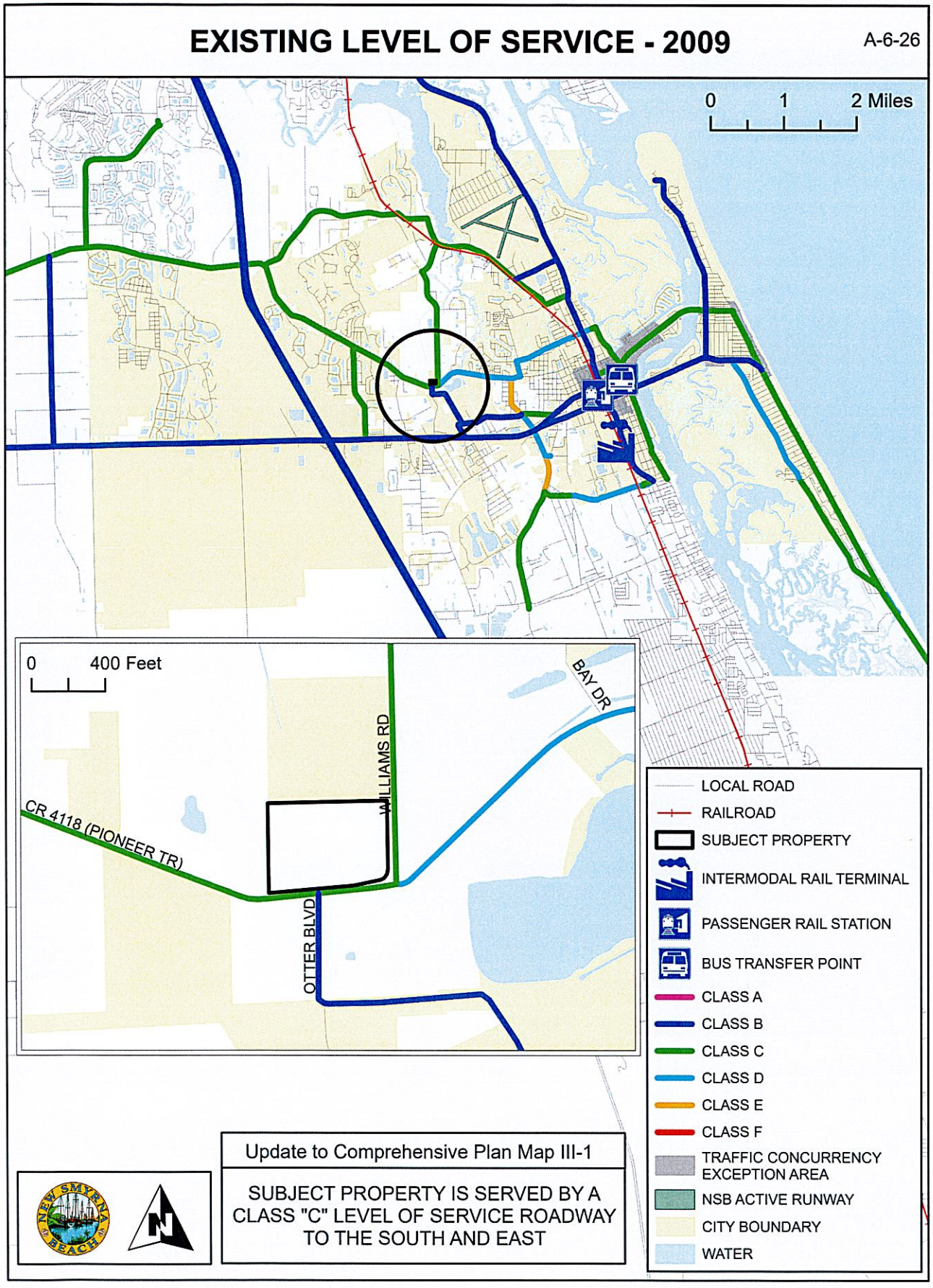

EXISTING LEVEL OF SERVICE - 2009
A-6-26
0 1 2 Miles
0 400 Feet
WILLIAMS RD
BAY DR
CR 4118 (PIONEER TR)
OTTER BLVD
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CLASS A
CLASS B
CLASS C
CLASS D
CLASS E
CLASS F
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-1
SUBJECT PROPERTY IS SERVED BY A CLASS "C" LEVEL OF SERVICE ROADWAY TO THE SOUTH AND EAST

EXHIBIT "F"

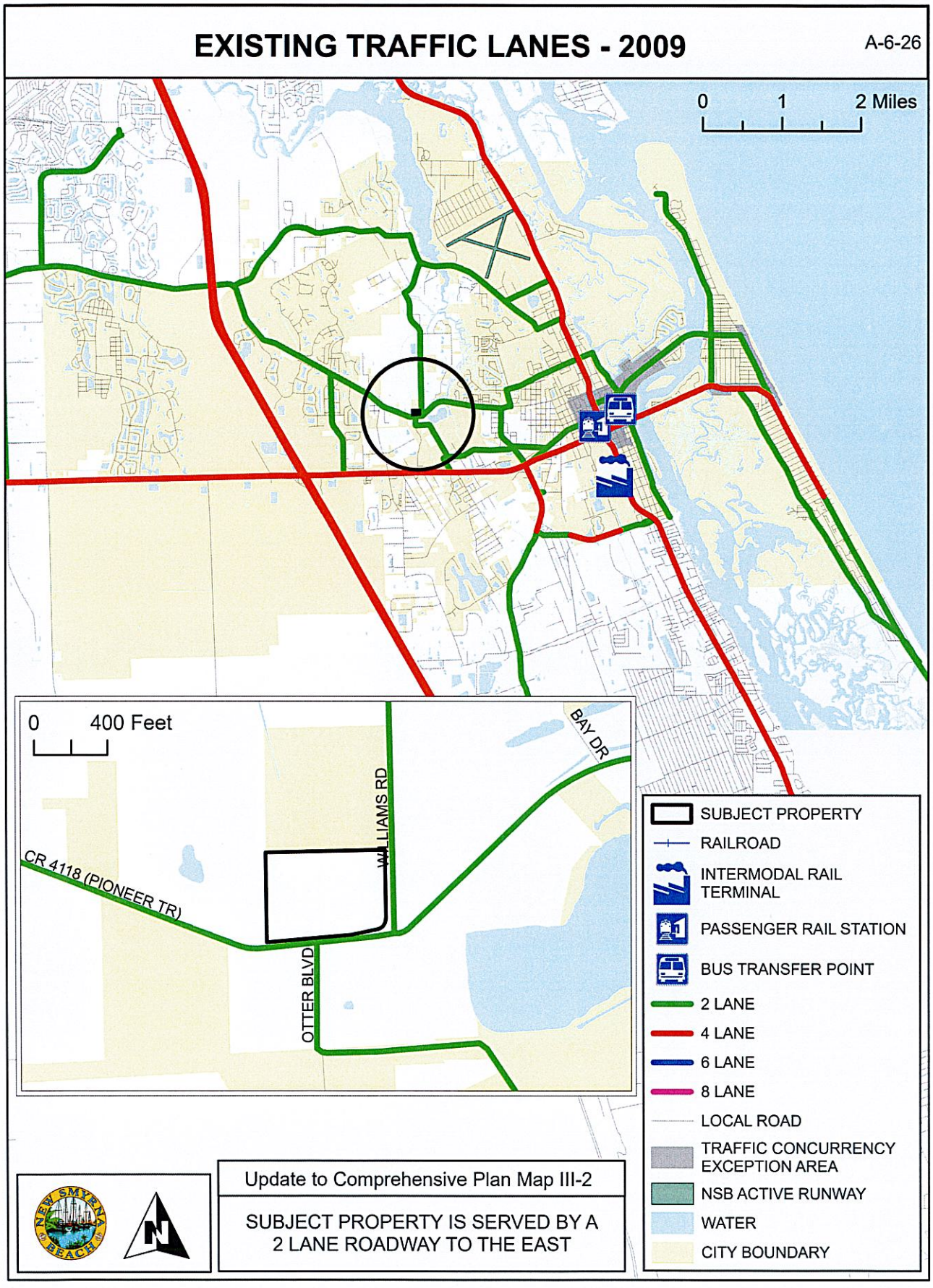
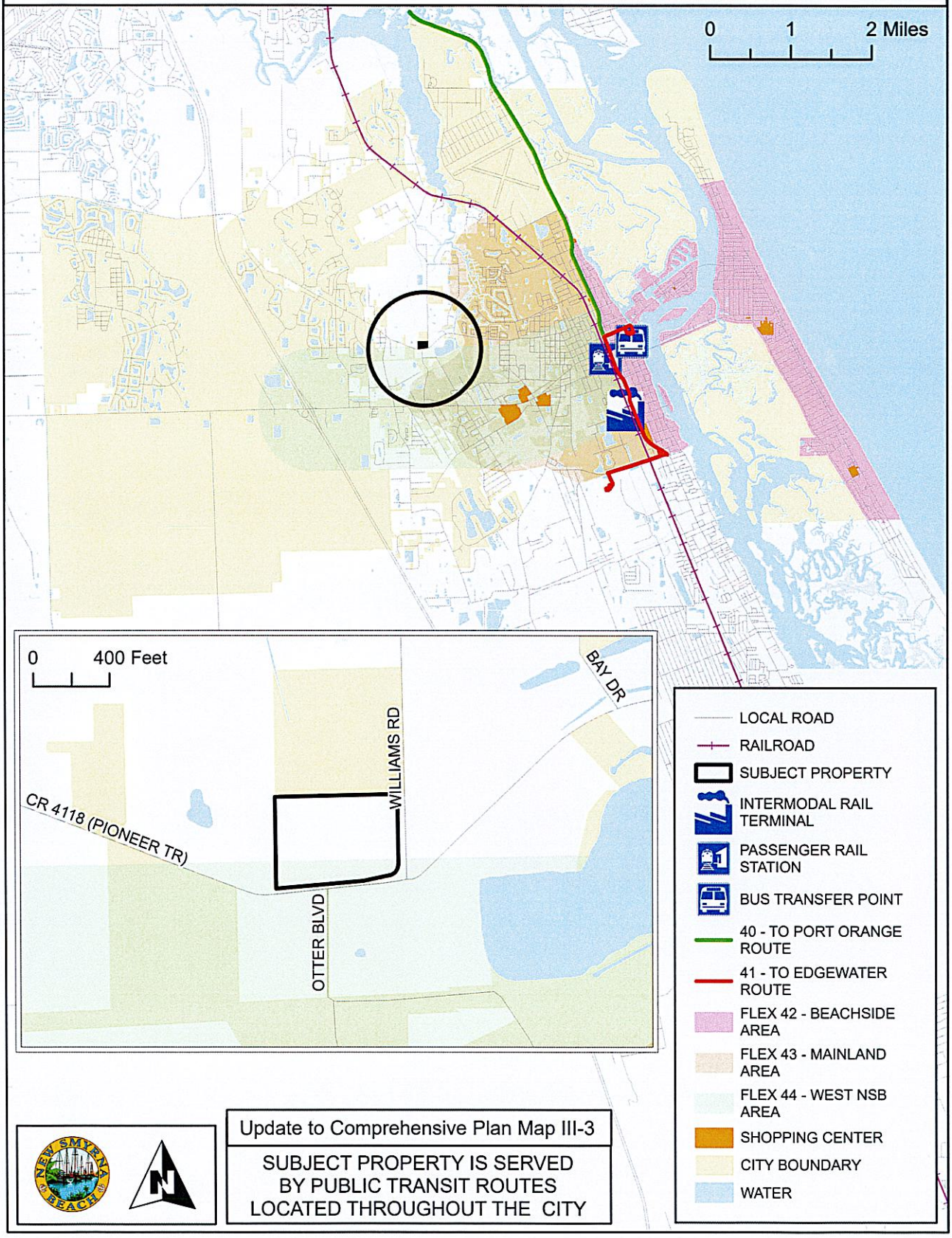

EXISTING TRAFFIC LANES - 2009
A-6-26
0 1 2 Miles
0 400 Feet
CR 4118 (PIONEER TR)
WILLIAMS RD
BAY DR
OTTER BLVD
SUBJECT PROPERTY
RAILROAD
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANE
4 LANE
6 LANE
8 LANE
LOCAL ROAD
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
WATER
CITY BOUNDARY
Update to Comprehensive Plan Map III-2
SUBJECT PROPERTY IS SERVED BY A 2 LANE ROADWAY TO THE EAST

EXHIBIT "G"

PUBLIC TRANSIT ROUTES

A-6-26



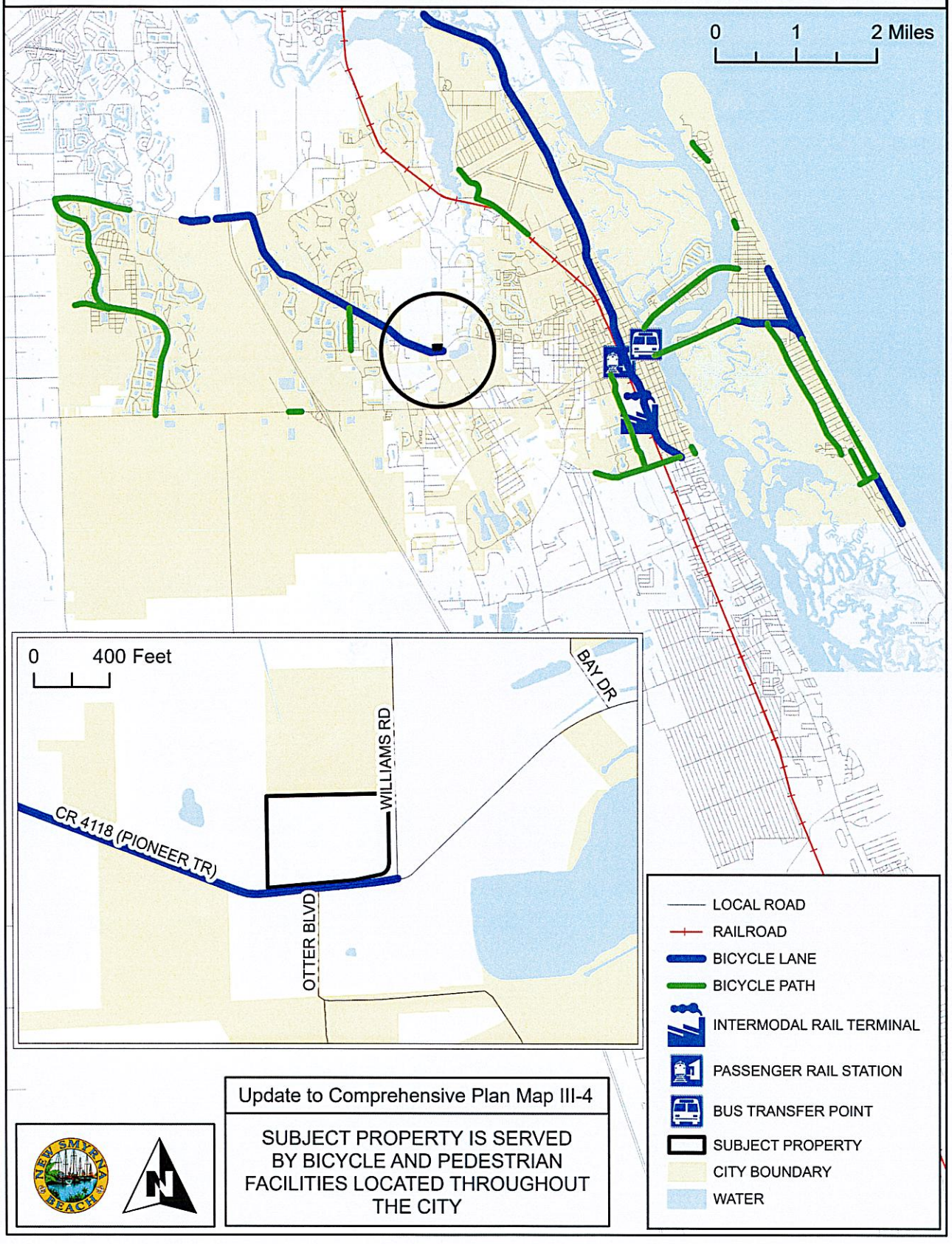
Update to Comprehensive Plan Map III-3

SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

EXHIBIT "H"

BICYCLE AND PEDESTRIAN FACILITIES

A-6-26



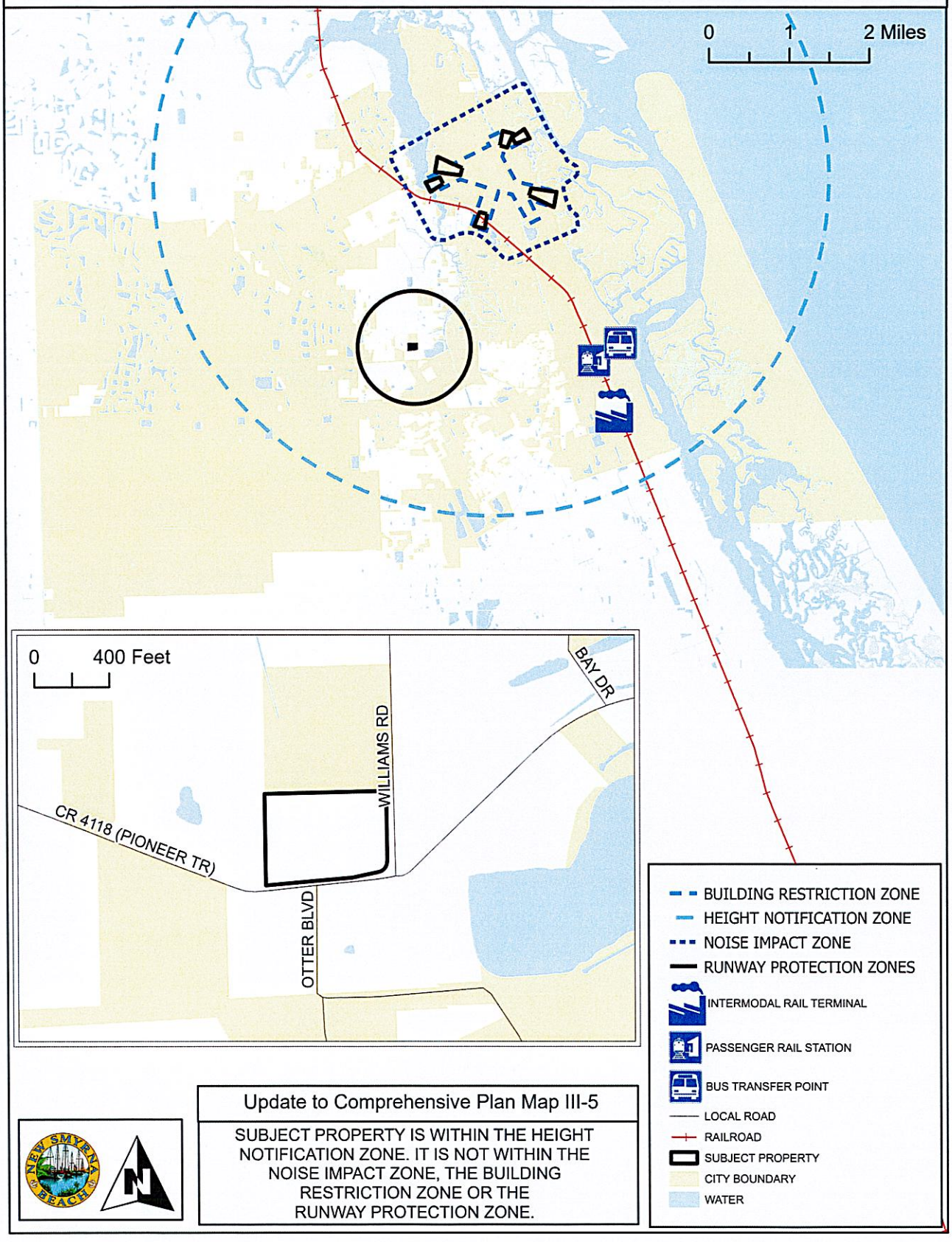
Update to Comprehensive Plan Map III-4

SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

EXHIBIT "I"

AIRPORT RUNWAY PROTECTION ZONES

A-6-26



Update to Comprehensive Plan Map III-5

SUBJECT PROPERTY IS WITHIN THE HEIGHT NOTIFICATION ZONE. IT IS NOT WITHIN THE NOISE IMPACT ZONE, THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

EXHIBIT "J"

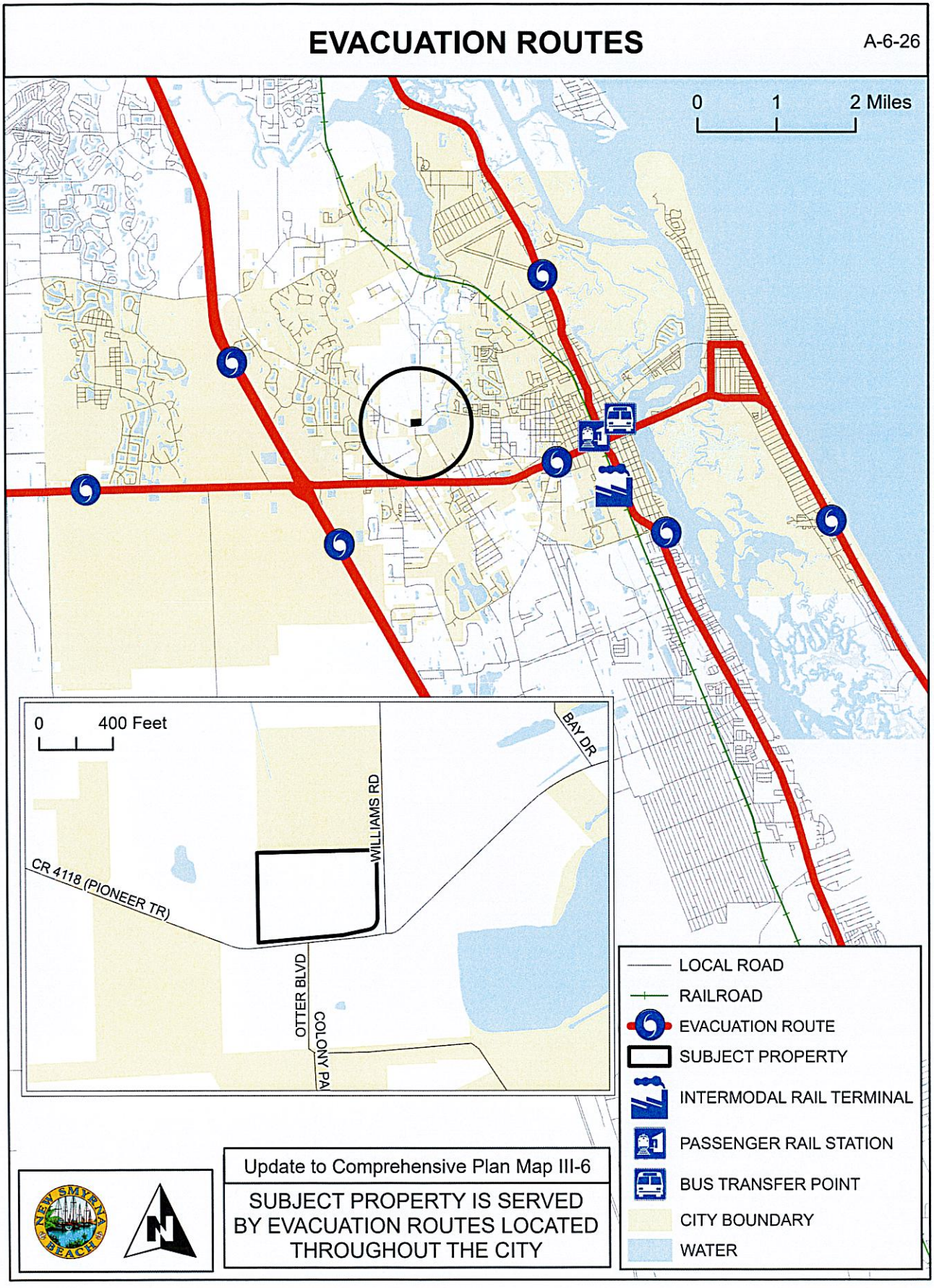
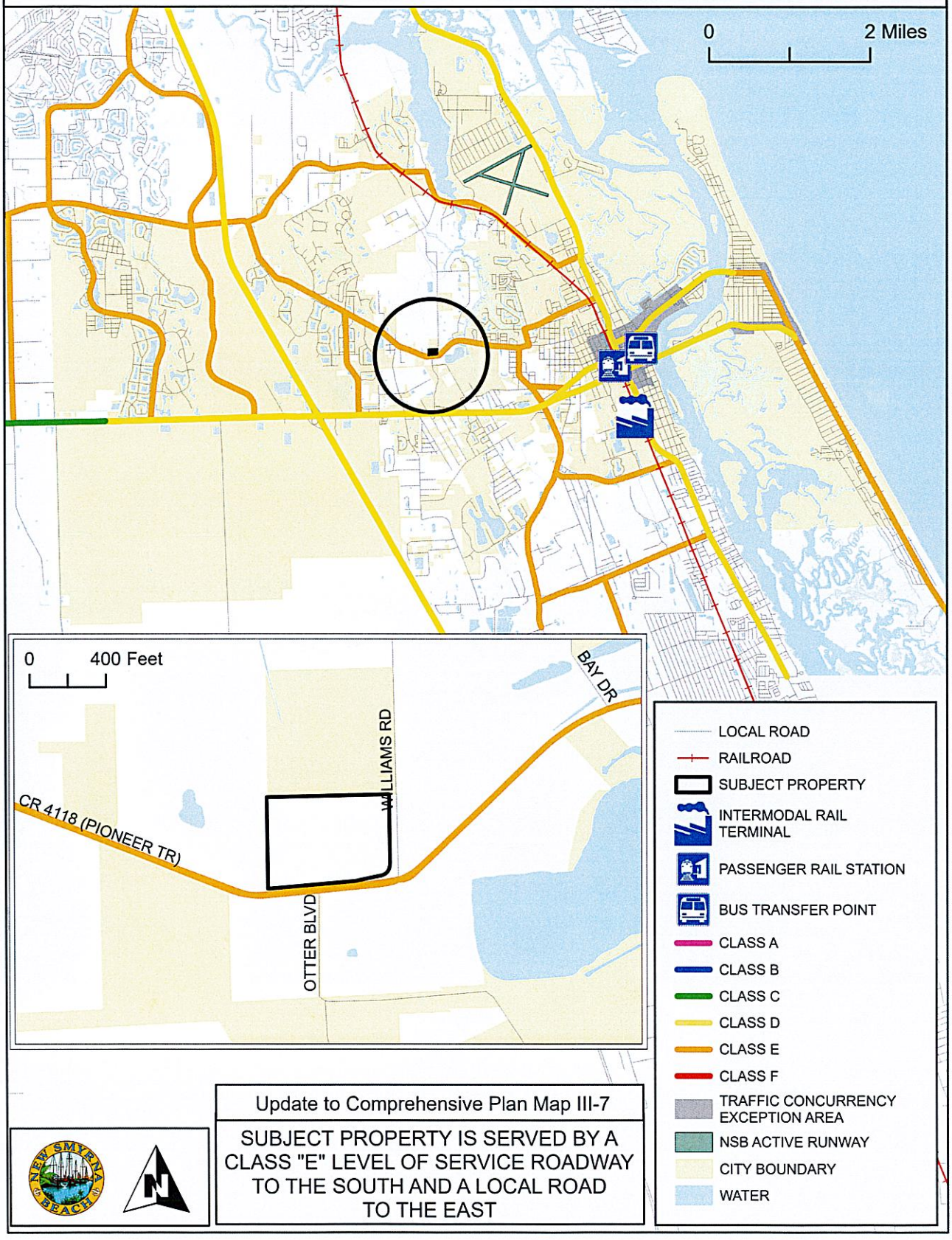

EVACUATION ROUTES
A-6-26
0 1 2 Miles
0 400 Feet
WILLIAMS RD
BAY DR
CR 4118 (PIONEER TR)
OTTER BLVD
COLONY PA
LOCAL ROAD
RAILROAD
EVACUATION ROUTE
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-6
SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXHIBIT "K"

LEVEL OF SERVICE - 2025

A-6-26



Update to Comprehensive Plan Map III-7

SUBJECT PROPERTY IS SERVED BY A CLASS "E" LEVEL OF SERVICE ROADWAY TO THE SOUTH AND A LOCAL ROAD TO THE EAST

EXHIBIT "L"

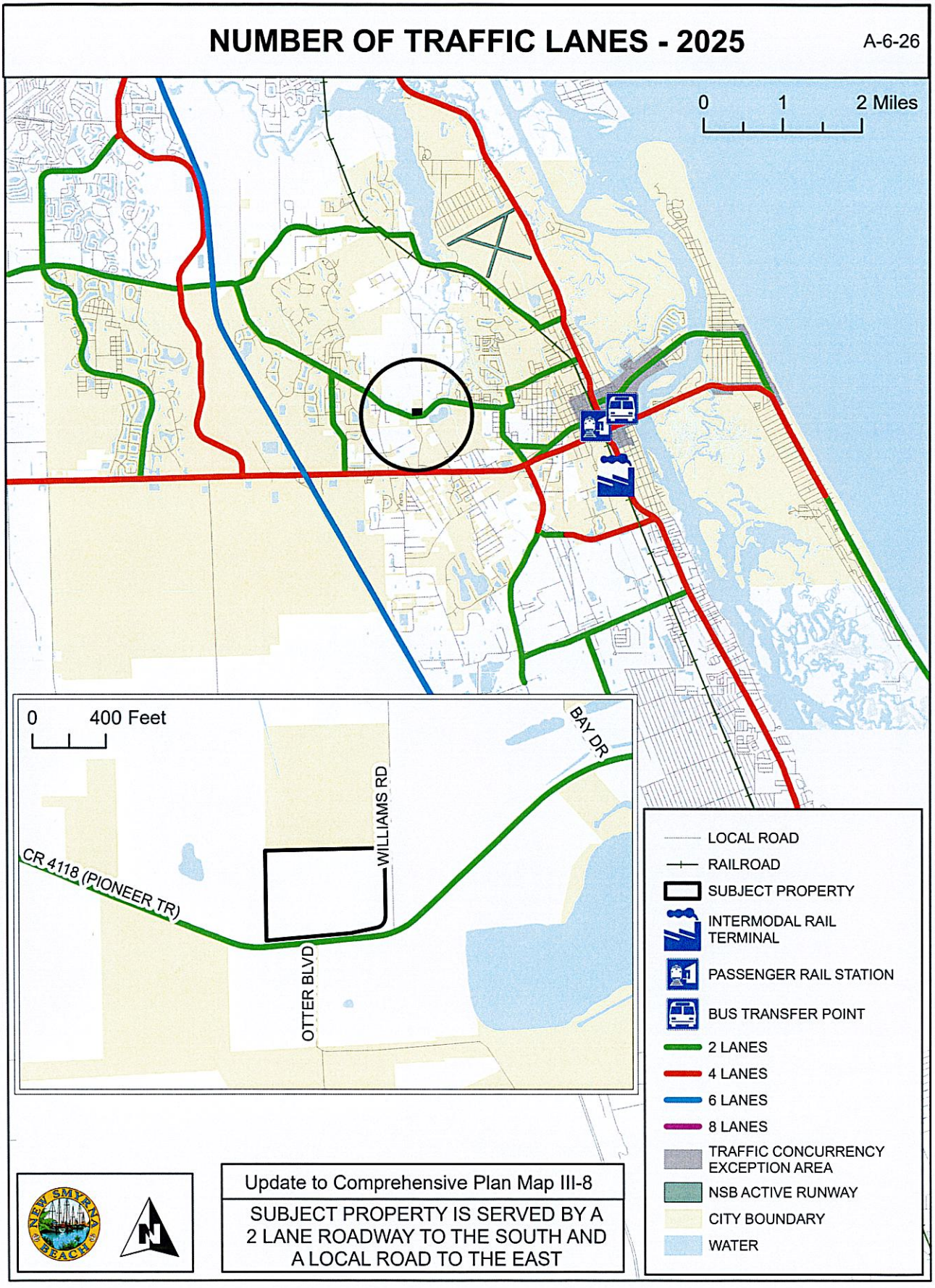

NUMBER OF TRAFFIC LANES - 2025
A-6-26
0 1 2 Miles
0 400 Feet
BAY DR
WILLIAMS RD
CR 4118 (PIONEER TR)
OTTER BLVD
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANES
4 LANES
6 LANES
8 LANES
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-8
SUBJECT PROPERTY IS SERVED BY A 2 LANE ROADWAY TO THE SOUTH AND A LOCAL ROAD TO THE EAST

EXHIBIT "M"

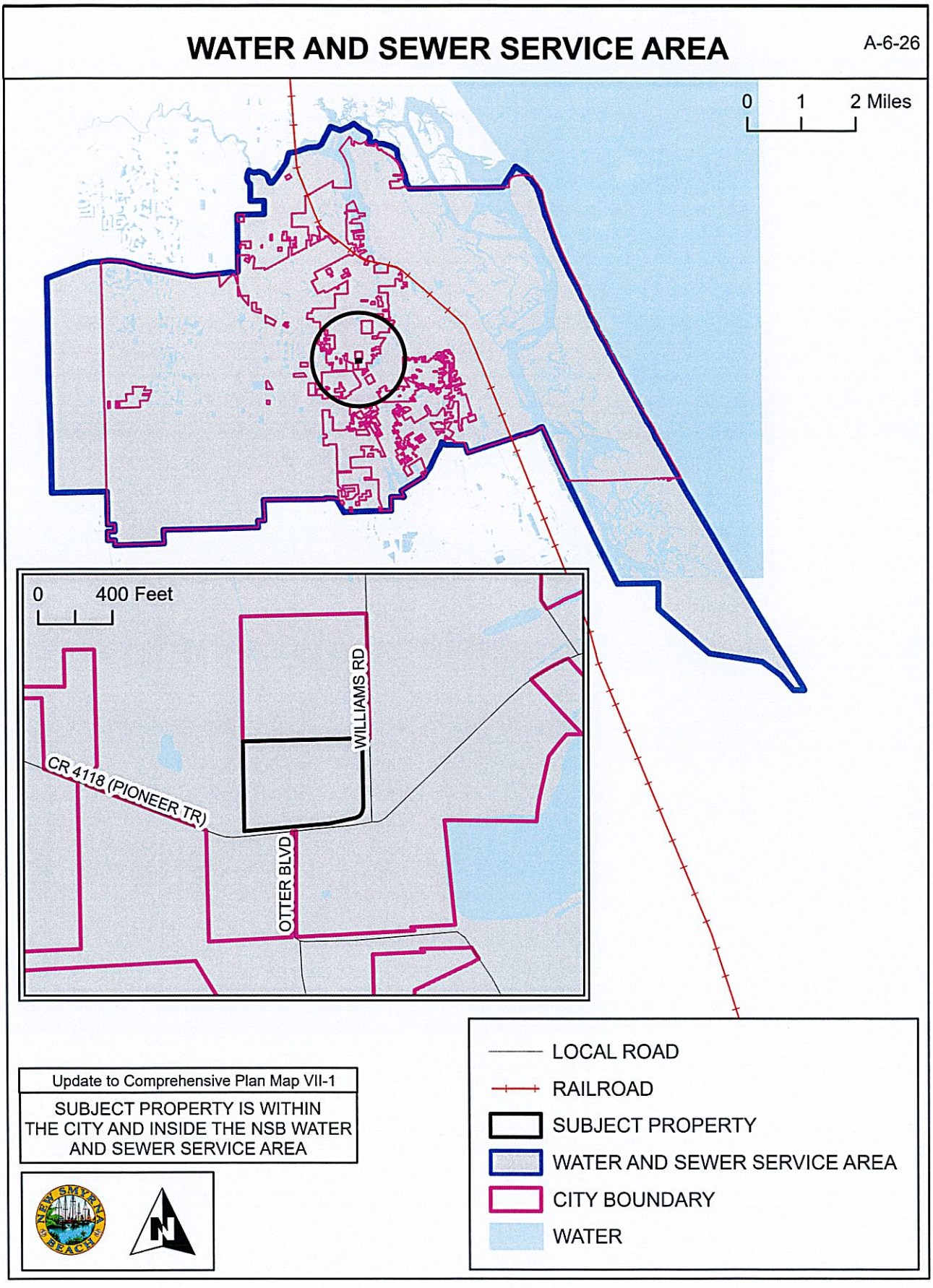

WATER AND SEWER SERVICE AREA
A-6-26
0 1 2 Miles
0 400 Feet
WILLIAMS RD
CR 4118 (PIONEER TR)
OTTER BLVD
Update to Comprehensive Plan Map VII-1
SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
WATER AND SEWER SERVICE AREA
CITY BOUNDARY
WATER

EXHIBIT "N"

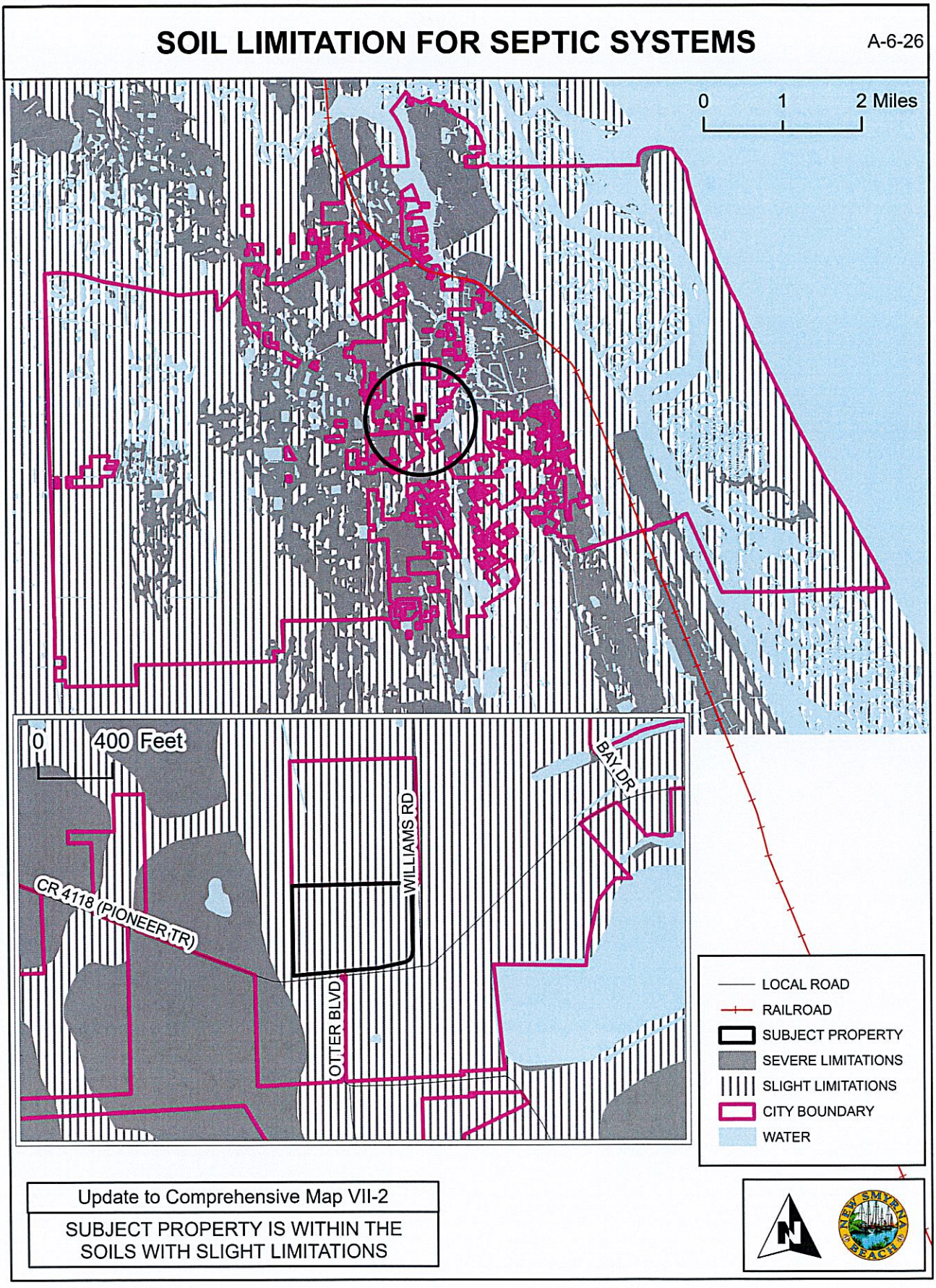

SOIL LIMITATION FOR SEPTIC SYSTEMS
A-6-26
0
1
2 Miles
0
400 Feet
BAY DR
WILLIAMS RD
CR 4118 (PIONEER TR)
OTTER BLVD
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
SEVERE LIMITATIONS
SLIGHT LIMITATIONS
CITY BOUNDARY
WATER
Update to Comprehensive Map VII-2
SUBJECT PROPERTY IS WITHIN THE SOILS WITH SLIGHT LIMITATIONS
N
NEW SMYRNA BEACH

EXHIBIT "O"

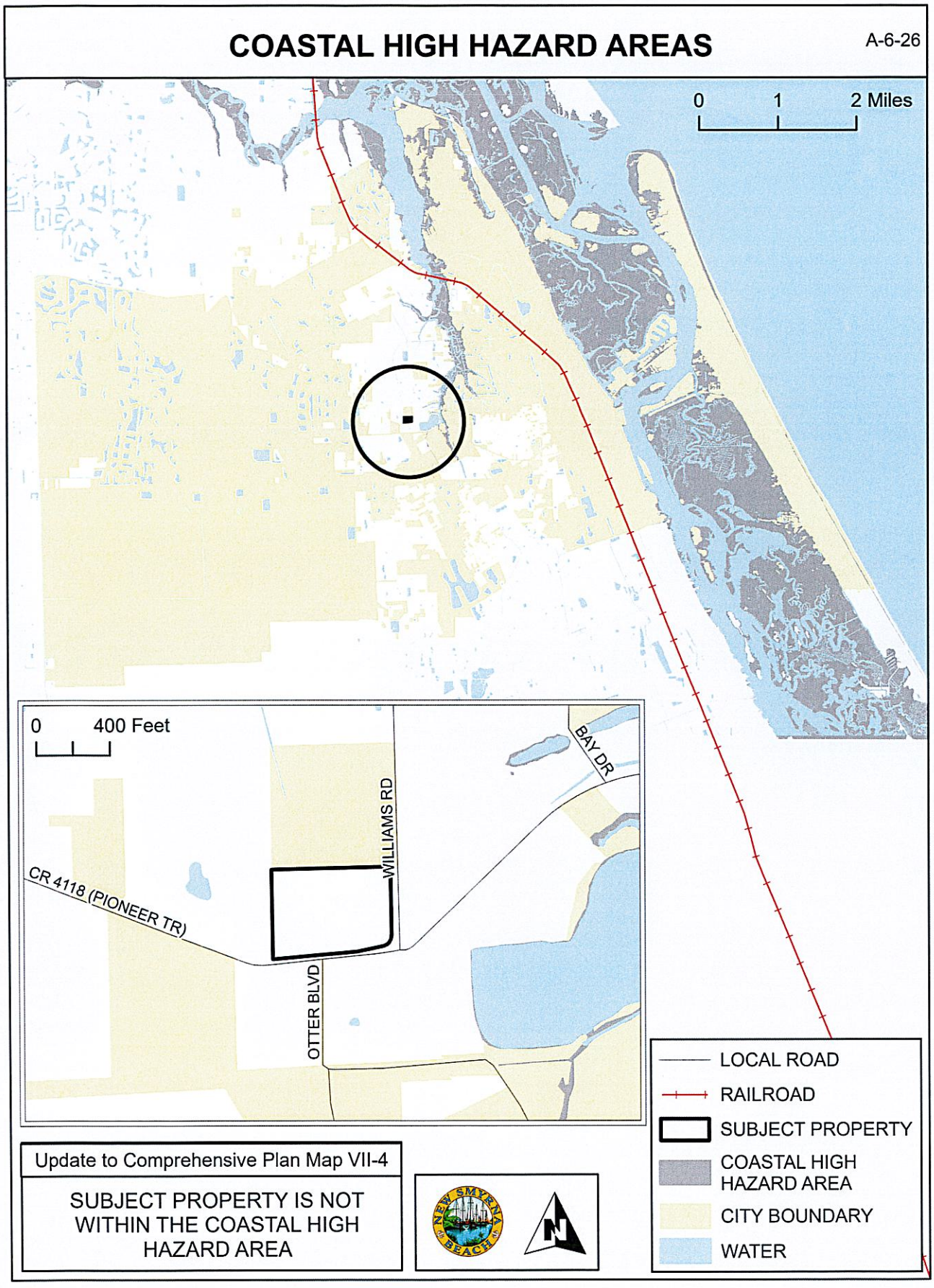
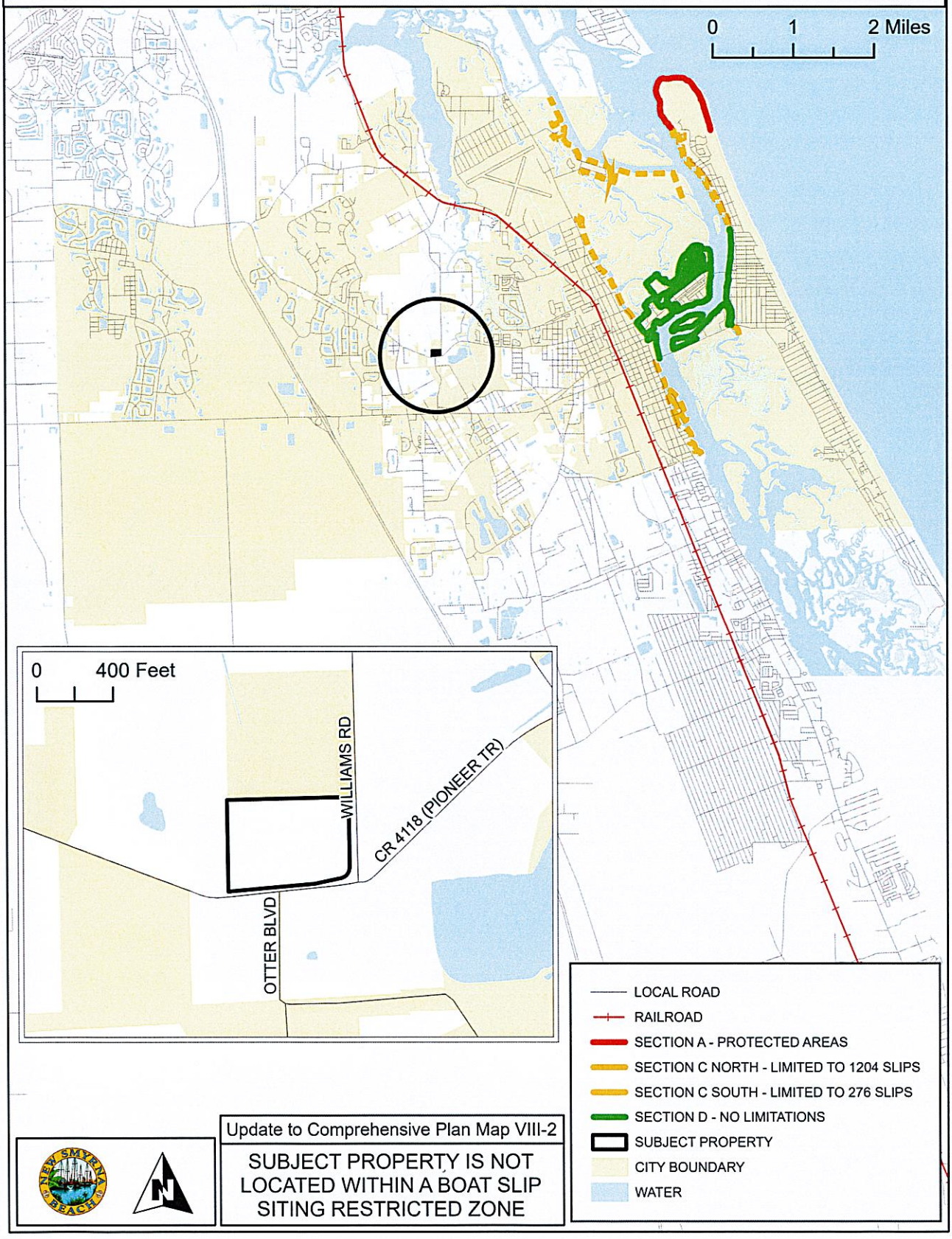

COASTAL HIGH HAZARD AREAS
A-6-26
0 1 2 Miles
0 400 Feet
BAY DR
WILLIAMS RD
CR 4118 (PIONEER TR)
OTTER BLVD
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
COASTAL HIGH HAZARD AREA
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VII-4
SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA
NEW SMYRNA BEACH
N

EXHIBIT "P"

BOAT SLIP SITING

A-6-26



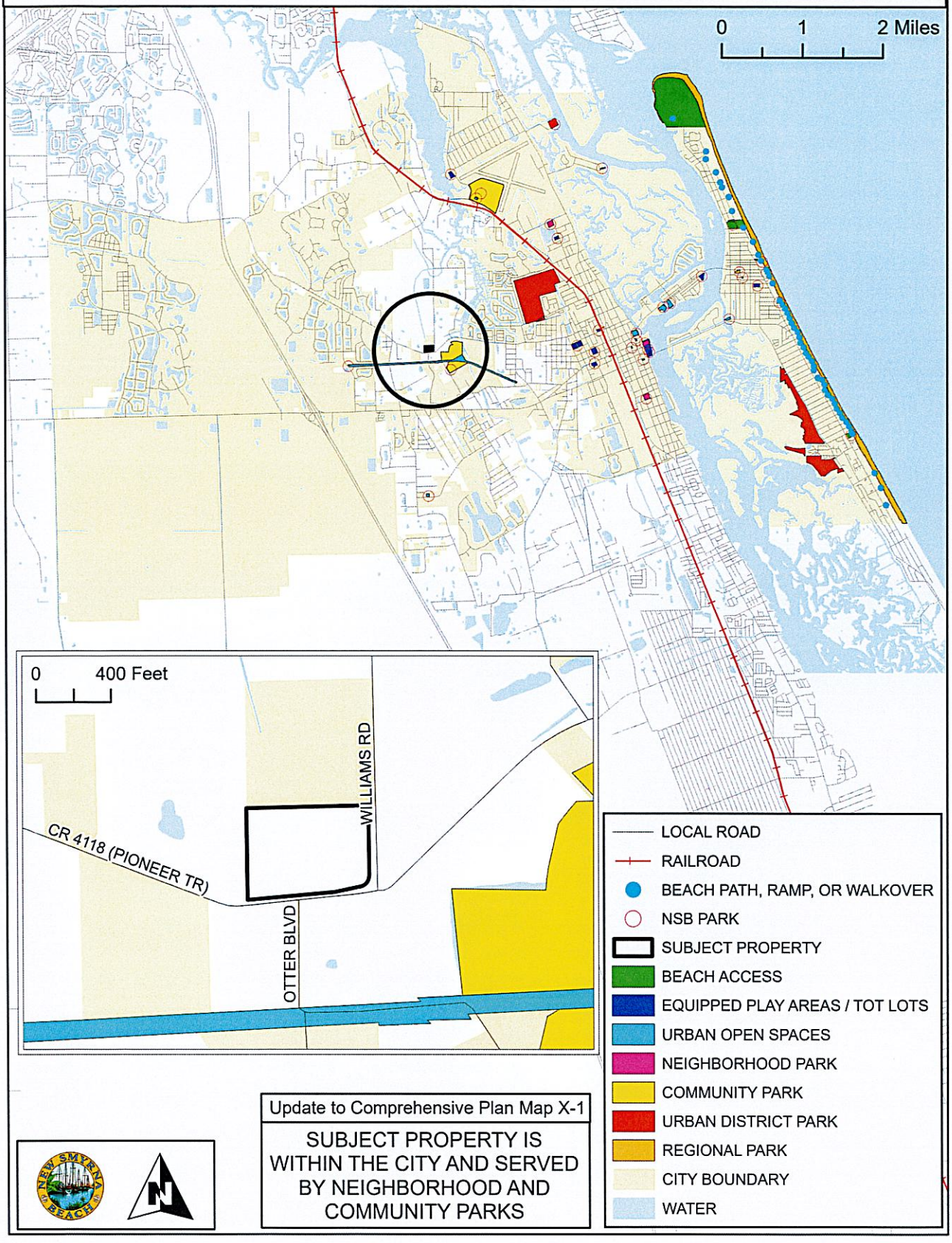
Update to Comprehensive Plan Map VIII-2

SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

EXHIBIT "Q"

CITY PARKS

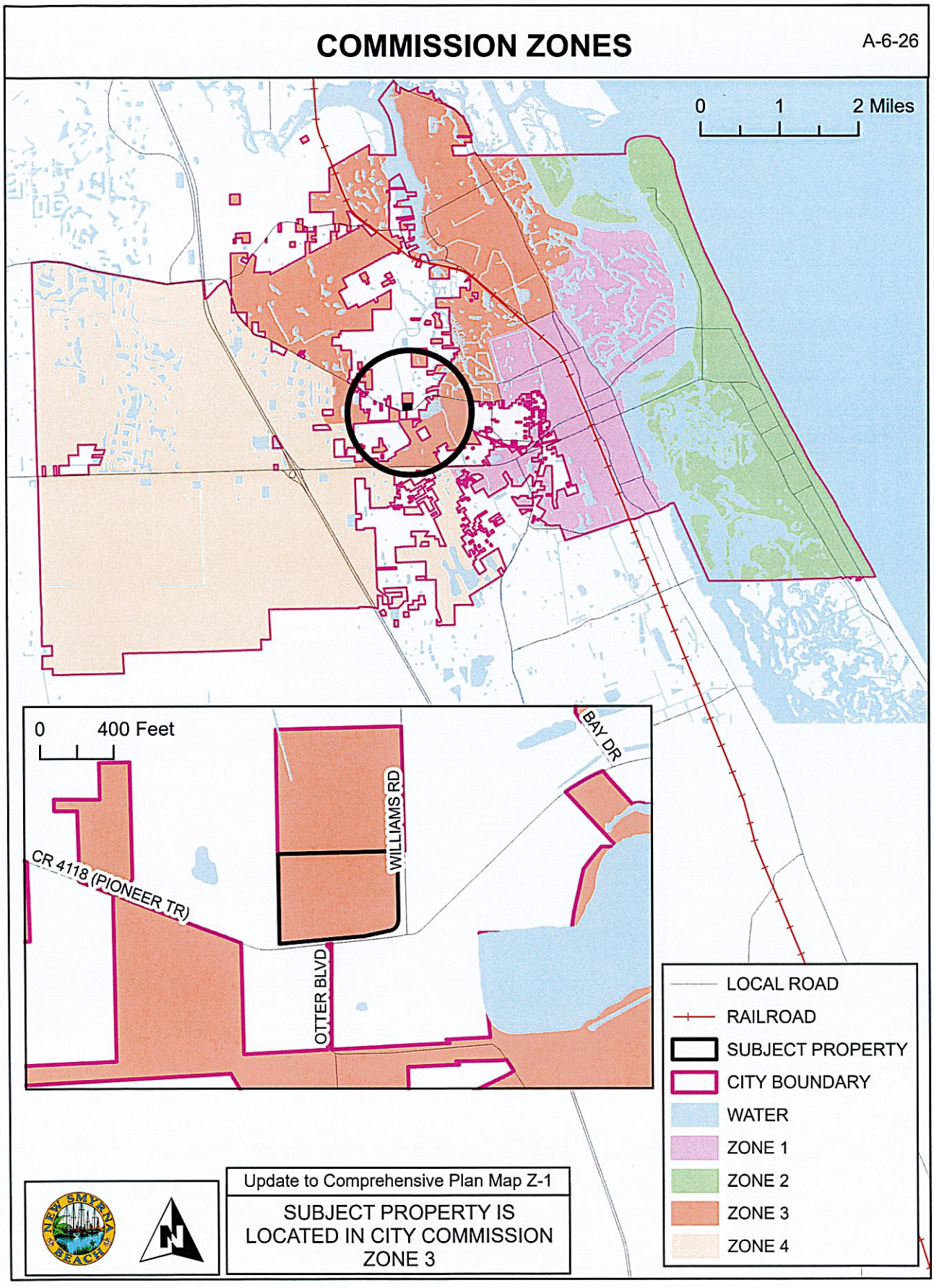
A-6-26



Update to Comprehensive Plan Map X-1

SUBJECT PROPERTY IS WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

EXHIBIT "R"


COMMISSION ZONES
A-6-26
0 1 2 Miles
0 400 Feet
CR 4118 (PIONEER TR)
WILLIAMS RD
OTTER BLVD
BAY DR
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 3

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 58-26: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD REZONE APPROXIMATELY 6.63 ± ACRES OF LAND TO A-2, AGRICULTURE ON PROPERTY LOCATED AT 670 WILLIAMS ROAD AS PART OF AN OVERALL ANNEXATION APPLICATION.

October 27, 2026

Background:

Applicant and Property Owners: Kevin M. Lemire and Donna C. Whittum, 670 Williams Road, New Smyrna Beach, Florida 32168.

Request: Rezoning:

- **From:** Volusia County zoning designation of A-2, Agriculture with an "A" attached for Airport Height Notification Zone.

- **To:** City zoning designation of A-2, Agriculture with an "A" attached for Airport Height Notification Zone.

Site Information:

- **Size:** 6.63 ± acres.
- **Location:** West side of Williams Road, north of Pioneer Trail.
- **Tax I.D. Number:** 7314-00-00-0105.

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. A new updated agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Williams Road is currently developed with a single-family house and accessory structures. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**.

The existing Volusia County zoning map and text description for the subject property is attached as **Exhibits C** and **D**. Existing land uses are shown on the map attached as **Exhibit E**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use and zoning designations that would be as similar as possible to existing County designations. The existing County FLU category is Rural. The existing County zoning designation is A-2, Agriculture. The proposed City FLU category is Rural. The proposed City zoning designation is A-2, Agriculture. A text description of the proposed City A-2, Agriculture zoning, and a map of the proposed changes are similarly attached as **Exhibits F** and **G**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property on Williams Road is currently developed with a single-family house with no plans to increase density for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

The ISBA map is attached as **Exhibit H**. The legal description and Warranty Deed are attached as **Exhibits I** and **J**.

Recommendations:

At its regular scheduled meeting on September 14, 2026, the Planning and Zoning Board voted, 7-0, to give a positive recommendation to the City Commission to **approve** the requested rezoning to City A-2, Agriculture with an “A” attached for Airport Height Notification Zone as part of an overall annexation application.

The Planning Department recommends the City Commission to **approve** the requested rezoning to City A-2, Agriculture with an “A” attached for Airport Height Notification Zone as part of an overall annexation application.

Fiscal Analysis:
N/A

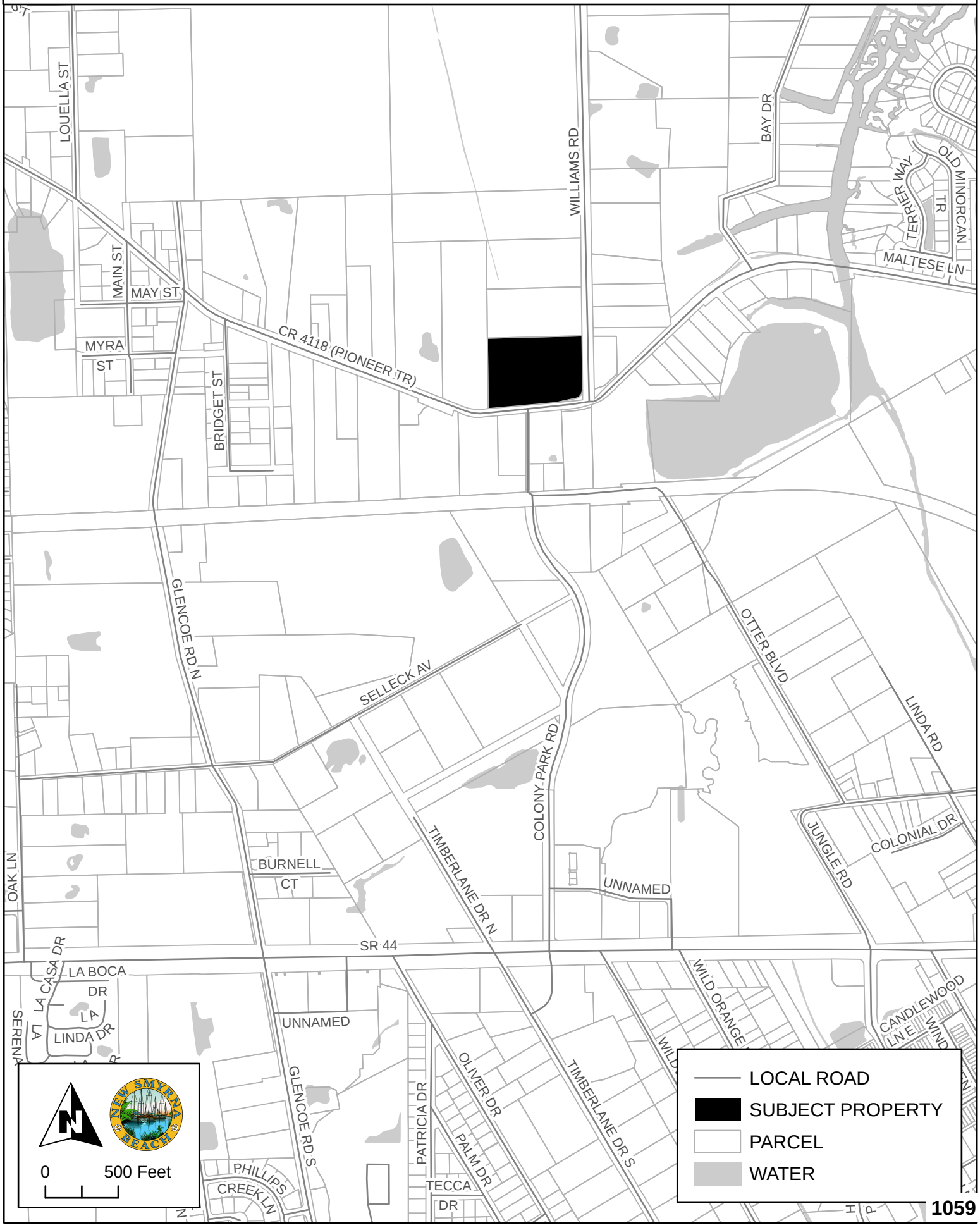
Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing Zoning Map.pdf
Exhibit D County A-2 Zoning.pdf
Exhibit E Existing Land Use Map.pdf
Exhibit F City A-2 Zoning Text.pdf
Exhibit G Proposed Zoning Map.pdf
Exhibit H Interlocal Service Boundary Agreement Map.pdf
Exhibit I Legal Description.pdf
Exhibit J Warranty Deed.pdf
Business Impact Estimate - Ord 58-26 670 Williams Rd (Rezone).pdf
Ord 58-26 Rezoning 670 Williams Rd.pdf

A-6-26: 670 WILLIAMS ROAD
PARCEL: 7314-00-00-0105 LOCATION MAP

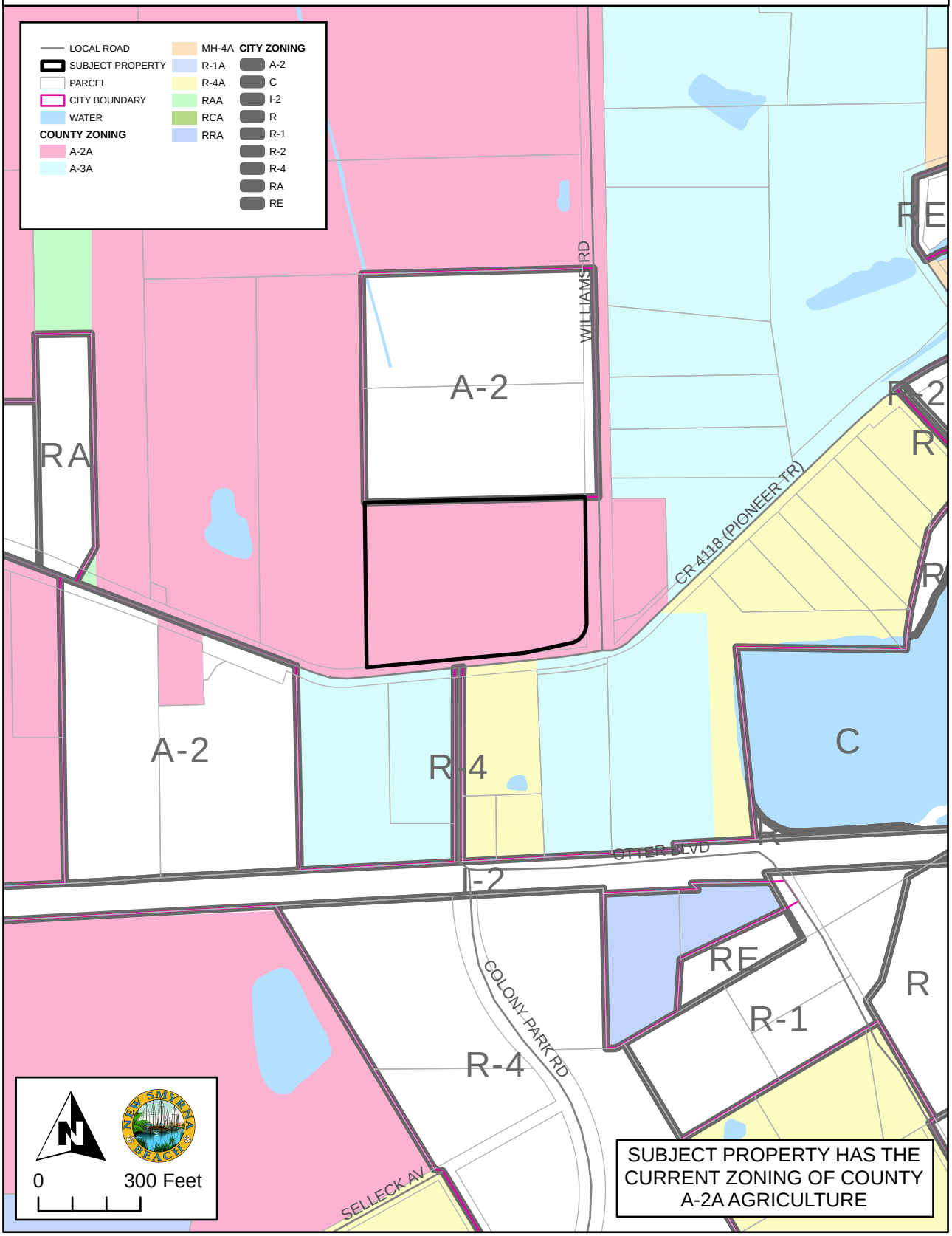


A-6-26: 670 WILLIAMS ROAD
PARCEL: 7314-00-00-0105 AERIAL MAP



EXISTING ZONING

A-6-26



VOLUSIA COUNTY
A-2 RURAL AGRICULTURE
CLASSIFICATION

Purpose and intent: The purpose and intent of the A-2 Rural Agriculture Classification is to preserve and protect rural areas of the county that have some agricultural value, but which are also suitable for rural estate living.

In order to ensure the long term vitality of agricultural uses and natural resources, all agricultural uses are encouraged to utilize the natural resource conservation service (formerly the soil conservation service) best management techniques and other agricultural best management practices.

Permitted principal uses and structures: In the A-2 Rural Agriculture Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

All agricultural pursuits, including the processing, packaging, storage and sale of agriculture products which are raised on the premises.

Animal hospitals.
Apiaries.
Aquaculture operations in which there are no associated excavations.
Aviaries.
Docks in accordance with section 72-278.
Camps, fishing.
Camps, non-profit.
Communication towers not exceeding 70 feet in height above ground level.
Country clubs.
Essential utility services.

Exempt excavations (refer to subsection 72-293(13)) and/or those which comply with division 8 of the Land Development Code of Volusia County [article III] and/or final site plan review procedures of this article.

Exempt landfills.
Farm worker living facility.
Fire stations.
Group homes.
Hobby breeder.
Home-based business
Houses of worship.
Livestock feed lots.
Mobile home as a farm worker living facility (must include skirting).
Parks and recreation areas accessory to residential developments.
Processing, packaging, storage, retail or wholesale sales of agricultural products not raised on the premises.

Public schools.
Publicly owned parks and recreational areas.
Publicly owned or regulated water supply wells.
Riding stables.
Silvicultural operations, which follow the most up to date state-prescribed best management practices.
Single-family standard, modular or mobile home dwelling.
Tailwater recovery systems.
Worm raising.
Veterinary clinics.

Permitted special exceptions requiring Planning and Land Development Regulation Commission (PLDRC) approval: Additional regulations/requirements governing permitted special exceptions are located in sections 72-293 and 72-415 of this article.

Air curtain incinerators.
Animal shelters.
Cemeteries.
Communication towers exceeding 70 feet in height above ground level.
Day care centers.
Equestrian/livestock event facility.
Fertilizer sales, retail and wholesale.
Fixed-wing aircraft landing fields and helipads.
Gas and oil wells.
Golf courses.
Helipads.
Hog Farms (minimum parcel size requirement of 2.5 acres).
Junkyards.
Kennels.
Mobile food dispensing vehicles.
Nonexempt excavations.
Off-street parking areas.
Poultry farms.
Public uses not listed as a permitted principal use.
Public utility uses and structures.
Railroad yards, sidings and terminals.
Rural event centers.
Sawmills and planing mills.
Schools, parochial or private.
Speedways, racetracks and motorized vehicle, motorcross courses.

Temporary campsites for three days before, during and three days after any regularly scheduled racing event at the Daytona Beach International Speedway for Speedweeks, Biketoberfest, the Pepsi 400, and Bike Week, on condition that security, portable toilets, garbage disposal and potable water facilities sufficient to accommodate all occupants and

other relevant conditions are provided. Related special events and sales are allowed, if approved as part of the special exception.

Permitted special exceptions requiring County Council approval:
[Reserved].

Uses requiring conditional use permit:

Aquaculture operations in which there are nonexempt excavations.
Bed and breakfast.
Camps, hunting.
Dogs and cats boarded as personal pets exceeding the number permitted in subsection 72-293(3).
Recreational areas, unless otherwise listed as a permitted use.
Swim clubs.
Tennis clubs.

Dimensional requirements:

Minimum lot size:

Area: 5 acres.
Width: 150 feet.

Minimum yard size:

Front yard: 50 feet.
Rear yard: 50 feet.
Side yard: 25 feet.
Waterfront yard: 50 feet.
Maximum building height: 45 feet.

Maximum lot coverage: The total lot area covered with principal and accessory buildings shall not exceed 35 percent.

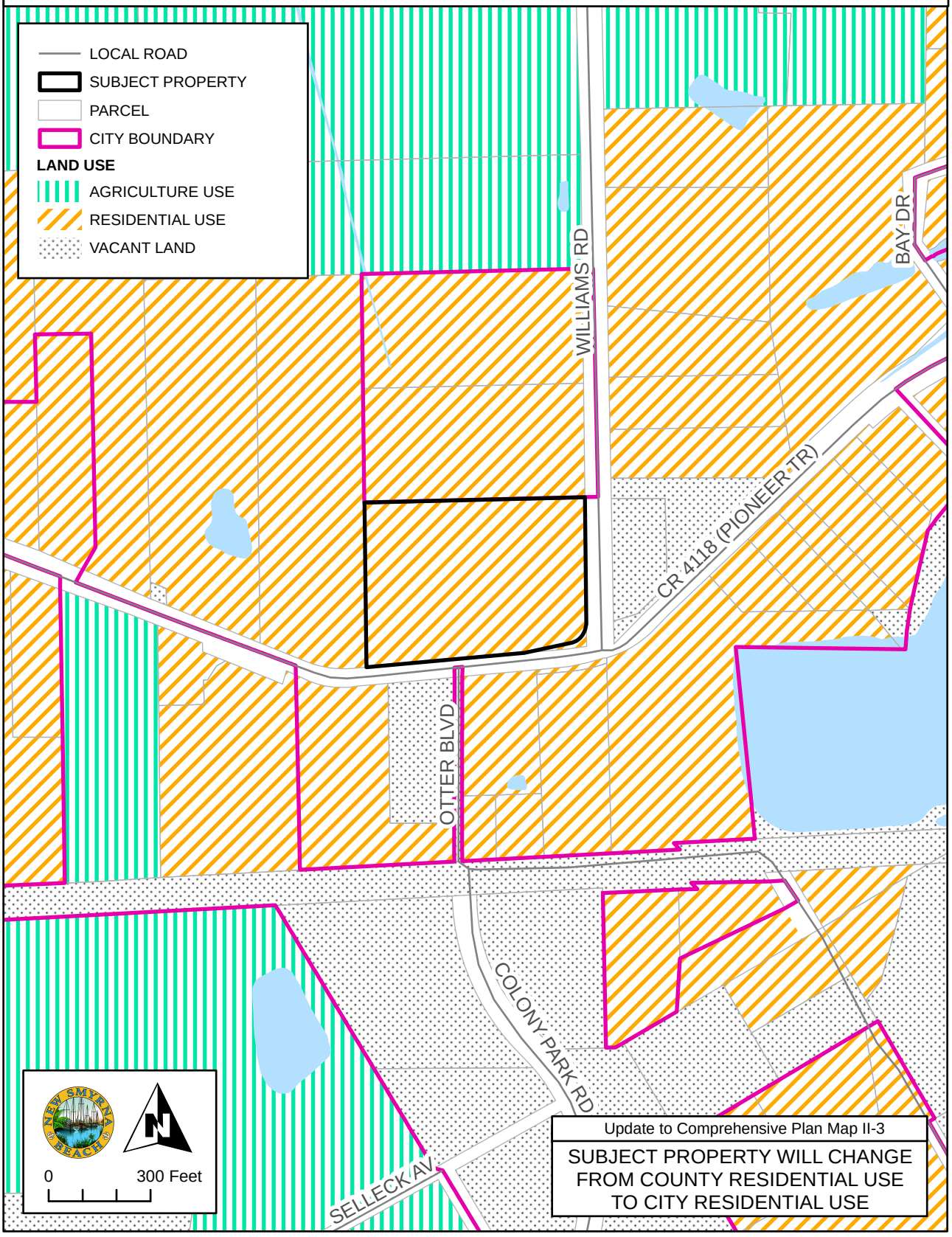
Minimum floor area: 750 square feet.

Off-street parking and loading requirements: Off-street parking and loading areas meeting the requirements of sections 72-286 and 72-287 shall be constructed.

Skirting requirement for mobile home dwelling: The area between the ground and floor of the mobile home dwelling shall be enclosed with skirting.

EXISTING LAND USE DESIGNATIONS

A-6-26



A-2, AGRICULTURE DISTRICT

Intent. The purpose and intent of the A-2, Agriculture District, is to preserve and protect rural areas of the city that have some agricultural value, but which are also suitable for rural single-family living.

Permitted principal uses and structures. In the A-2, Agriculture District, no premises shall be used except for the following uses and their customary accessory uses or structures:

Apiaries
Essential utility service
Fire stations
Fish, hunting, or nonprofit organization camps
Hobby breeder
Home occupation
Open agricultural uses such as field crops, tree crops, fern crops, grazing land, grass land, and pastures
Parks and recreation areas
Pisciculture
Public uses not listed as a permitted principal use
Public utility uses and structures
Single family standard or manufactured dwelling
Riding stables (minimum parcel size requirement of five acres)
Wormraising

Permitted accessory uses.

Fruit and vegetable stands
Garages
Gazebos
Incidental uses
Nonresidential agricultural buildings and recreation facilities related to the permitted use
Storage sheds

Conditional uses:

Wedding venues subject to the following conditions:

(1) Applicants shall be limited to homestead resident(s) living on the premises.
(2) The property shall be at least 5 acres in size.
(3) Overnight stays or camping activities shall be prohibited.
(4) The hours of operation will be limited to the following periods:
    (a) Thursday from 12:00 p.m. to 10:00 p.m.
    (b) Friday and Saturday from 4:00 p.m. to Midnight.
    (c) Sunday from 2:00 p.m. to 8:00 p.m.
(5) All artificial lights shall be directed away from adjoining properties.
(6) Applicant shall submit a parking plan showing the location of all off-street parking spaces, including information regarding the materials used for the

parking spaces and whether any additional landscaping will be installed. The parking plan shall be reviewed and approved by planning and engineering staff.

(7) Venues that provide 25 or fewer parking spaces shall require Major Class I site plan approval. If the number of proposed parking spaces exceeds 25, Class II site plan approval shall be required.

Permitted special exceptions.

Animal hospitals, veterinary clinics
Excavations (See [sub]section 801.15 of this part)
Farm supply stores
Farmworker living facility associated with a bona fide agricultural use provided:

(a) The minimum floor area per dwelling shall be 720 square feet.
(b) No detached dwelling used in the farmworker living facility shall be closer than 50 feet to any other detached dwelling.
(c) No dwelling used as a farmworker living facility shall be closer than 100 feet to any property line of the premises on which it is placed.
(d) If not already in existence, a visual screen of natural plant materials meeting the requirements of [sub]section 604.05E.(1) located between the dwellings and all adjoining property lines, shall be constructed and maintained.
(e) Potable water and sewage disposal facilities shall be in compliance with all applicable provisions of Florida law and the city's comprehensive plan.
(f) The area between the ground and the floor of a mobile home dwelling used as a farmworker living facility shall be enclosed with skirting.
(g) No subsequent expansion of a farmworker living facility as shown on the approved site plan for the special exception shall be allowed unless another special exception for the expansion is approved. However, subsequent decrease of the approved sites is permitted.
(h) The applicant shall provide information to the enforcement official as to the kind of agricultural operation existing on the premises at the time of application for the farmworker living facility.
(i) Dwellings may be arranged in a cluster fashion on the premises. The maximum number of dwellings authorized will be based on the size of the premises, as follows:

Size of Premises	Maximum Dwelling Units Allowed
5 or more acres but less than 20 acres	1
20 or more acres but less than 30 acres	2
30 or more acres but less than 40 acres	3
40 or more acres but less than 50 acres	4
50 or more acres but less than 60 acres	5

60 or more acres but less than 70 acres	6
70 or more acres but less than 80 acres	7
80 or more acres	8

Houses of worship and cemeteries provided no principal or accessory building shall be located less than 50 feet from any property line.

Humane Society/animal shelters provided that no building is located closer than 50 feet from the property line.

Kennels

Sawmills and planing mills

Dimensional requirements.

Minimum lot size.
Area: 5 acres
Width: 150 feet

Minimum yard size.
Front: 50 feet
Rear yard: 50 feet
Side yard: 25 feet
Waterfront yard: 50 feet

Maximum building height. 95 feet

Screen enclosures. As an exception to the maximum building coverage provision any parcel may be allowed an additional ten percent building coverage for only a screen pool enclosure if the following conditions are met:

1. A screen pool enclosure shall only cover the swimming pool and surrounding pool deck and shall have a roof and walls consisting entirely of screening; and
2. There shall be no variances granted to exceed the maximum building coverage or additional coverage allowed for screen enclosures.

Maximum lot coverage. The total lot area covered with principal and accessory buildings shall not exceed 35 percent.

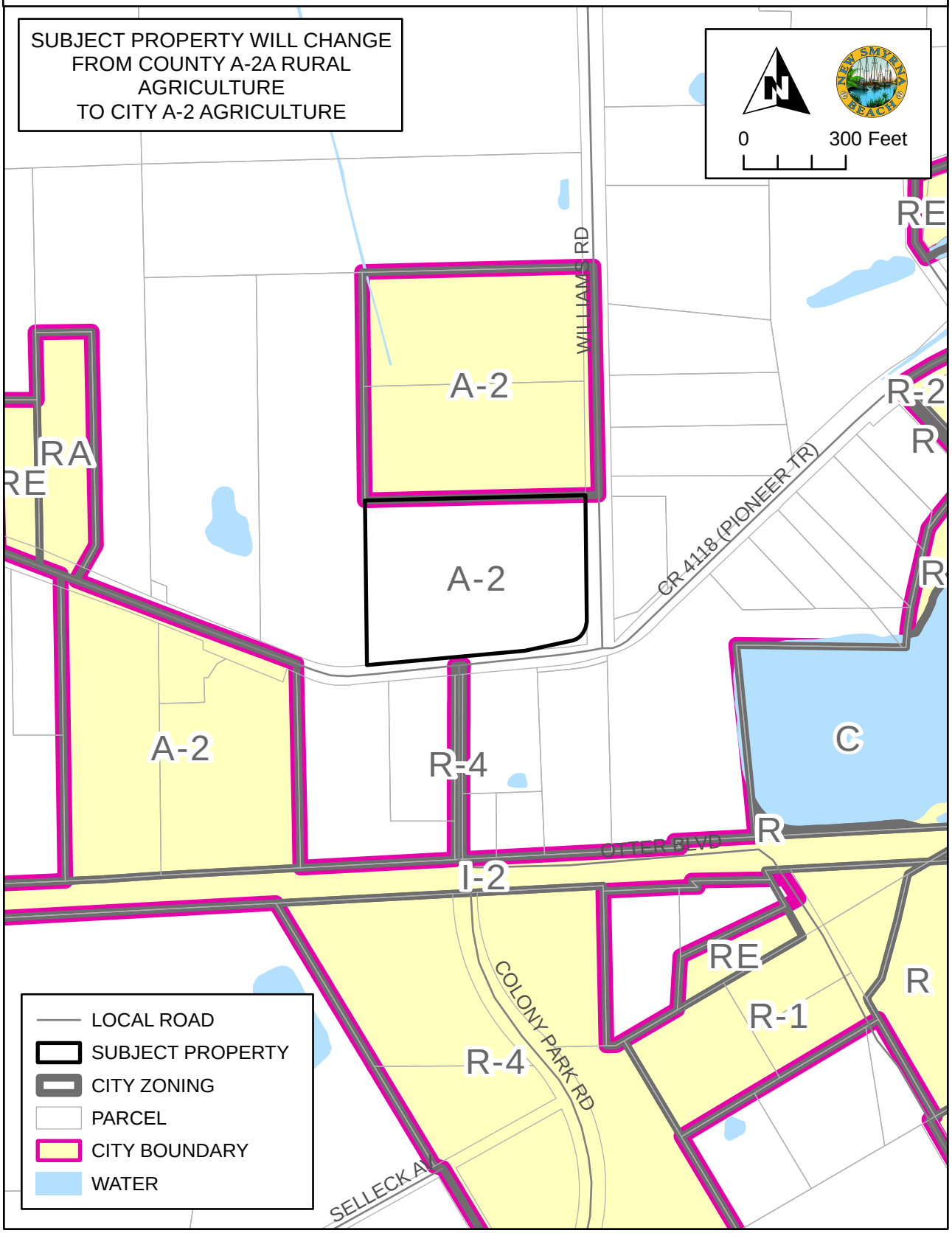
Minimum floor area. 750 square feet of livable area

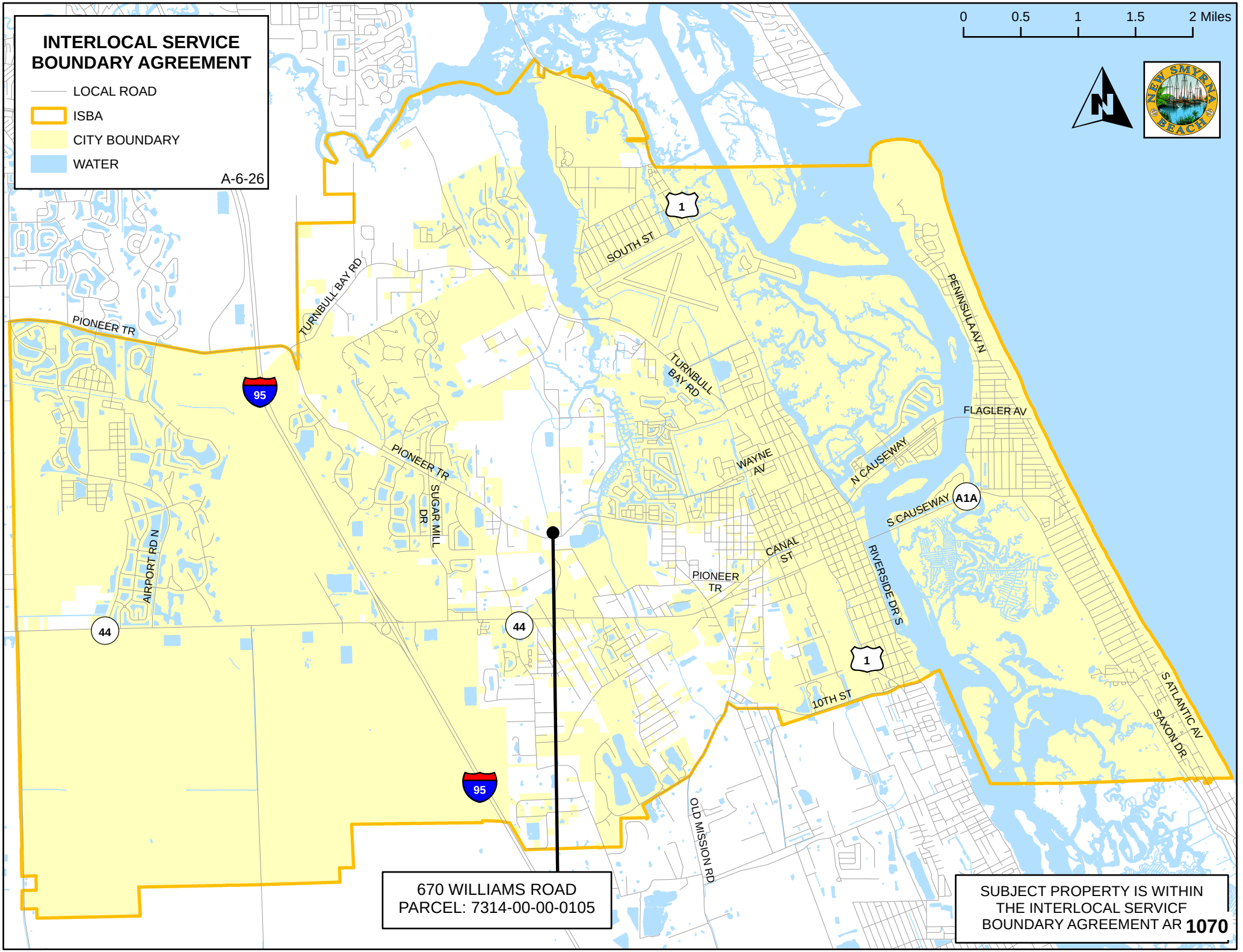
Off-street parking and loading requirements. Off-street parking shall be provided as required in this part.

Skirting requirements for mobile home dwelling. The area between the ground and floor of the mobile home dwelling shall be enclosed with skirting.

PROPOSED ZONING

A-6-26




INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-6-26
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
N CAUSEWAY
WAYNE AV
S CAUSEWAY
A1A
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
SUGAR MILL DR
AIRPORT RD N
OLD MISSION RD
95
44
1
670 WILLIAMS ROAD
PARCEL: 7314-00-00-0105
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 1070

LEGAL DESCRIPTION

Address:
670 Williams Road, New Smyrna Beach, Florida 32168

Parcel Number
7314-00-00-0105

AltKey Number:
6042217

Metes and Bounds by Fidelity National Title of Florida Inc and American Governmental Services Corp:

THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, LYING WEST OF WILLIAMS ROAD AND NORTH OF PIONEER TRAIL.

LESS AND EXCEPT LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6923, PAGE 2704, OFFICIAL RECORDS BOOK 6758, PAGE 3404, OFFICIAL RECORDS BOOK 6610, PAGE 2732, OFFICIAL RECORDS BOOK 4608, PAGE 2448 AND OFFICIAL RECORDS BOOK 4064, PAGE 1442. LESS AND EXCEPT ROAD RIGHT OF WAY.

ALSO DESCRIBED AS:

A PORTION OF THE SOUTHEAST ONE QUARTER (SOUTHEAST 1/4) OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCE AT THE NORTHWEST CORNER OF SAID SOUTHEAST ONE QUARTER (SOUTHEAST 1/4) OF SAID SECTION 14; THENCE RUN NORTH 88°36'11" EAST, ALONG THE NORTH LINE OF THE NORTHWEST ONE QUARTER (NORTHWEST 1/4) OF THE SOUTHEAST ONE QUARTER (SOUTHEAST 1/4) OF SECTION 14, 1294.60 FEET TO THE WEST RIGHT OF WAY LINE OF WILLIAMS ROAD, AN 85 FOOT RIGHT OF WAY AS NOW LAID OUT; THENCE SOUTH 00°40'47" EAST, ALONG SAID WEST RIGHT OF WAY LINE, 1008.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°40'47" EAST, 438.82 FEET TO THE INTERSECTION OF SAID WEST RIGHT OF WAY LINE OF WILLIAMS ROAD

WITH THE NORTH RIGHT OF WAY LINE OF PIONEER TRAIL (S.R 40-A), (C.R. 4118), A 66 FOOT RIGHT OF WAY AS NOW LAID OUT AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 333.61 FEET, A CENTRAL ANGLE OF 10°06'40" AND A CHORD BEARING OF SOUTH 79°46'16" WEST; THENCE ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT OF WAY LINE, 58.87 FEET; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 84°49'36" WEST, 633.08 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 00°40'47" WEST, 484.98 FEET; THENCE NORTH 88°36'11" EAST, 649.05 FEET TO THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF WILLIAMS ROAD AND THE POINT OF BEGINNING.

LESS AND EXCEPT;

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORD BOOK 7421. PAGE 2975 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5/8" IRON ROD AND CAP STAMPED "LB 7917" MARKING THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; THENCE NORTH 88°38'30" EAST (N 88°36' 11" E BY DEED) ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 1294.60 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF WILLIAMS ROAD, AN 85.00 FOOT RIGHT OF WAY AS NOW LAID OUT, AS DESCRIBED IN OFFICIAL RECORD BOOK 1377, PAGE 217 AND OFFICIAL RECORD BOOK 1194, PAGE 671 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE OF THE SOUTHEAST 1/4 RUN SOUTH 01 °00'50" EAST (S 00°40'47" E BY DEED) ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 1384.76 FEET TO THE POINT OF BEGINN!NG: THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 01°00'50" EAST (S 00°40'47" E BY DEED) A DISTANCE OF 60.79 FEET TO A POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL (S.R. 40-A), (C.R. 4118), A 66.00 FOOT RIGHT OF WAY AS NOW LA!D OUT, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A NON-TANGENTIAL CURVE CONCAVE NORHTWESTERLY, HAVING A RADIUS OF 352.00 FEET, A DELTA OF 10°43'06", A CHORD BEARING AND DISTANCE OF SOUTH 79°07'18" WEST, 65.75 FEET; THENCE DEPARTING SAID WESTERLY R!GHT OF WAY

LINE OF WILLIAMS ROAD RUN ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL A DISTANCE OF 65.85 FEET TO A POINT; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH 84°28'51" WEST (S 84°49'36" W BY DEED) A DISTANCE OF 118.73 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE RUN NORTH 77°51'59" EAST A DISTANCE OF 139.57 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADJUS OF 55.00 FEET, A DELTA OF 72°36'42", A CHORD BEARING A DISTANCE OF NORTH 42°03'50" EAST, 65.13 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 69.70 FEET TO A POINT ON A NON-TANGENCIAL LINE; THENCE NORTH 12°55'2 l" EAST A DISTANCE OF 7. IO FEET TO A POINT LYING ON THE AFORESAID WESTERLY RIGHT OF WAY LINE OF WILLIAMS ROAD AND THE POINT OF BEGINNING.

CONTAINING 2,305 SQUARE FEET, MORE OR LESS.

Prepared by and Return To:
Bobbie Haynes
Fidelity National Title of Florida, Inc.
304 North Causeway
New Smyrna Beach, FL 32169

Order No.: 15-17-0507

For consideration: $480,000

APN/Parcel ID(s): 731400000105

WARRANTY DEED

THIS WARRANTY DEED dated June 23, 2017, by Joseph Stephen Filakosky and Lynda Ann Filakosky, husband and wife, individually and as Trustees of the Filakosky Family Trust U/A/D October 9, 1997, hereinafter called the grantor, to Kevin M. Lemire and Donna C. Whittum, husband and wife, whose post office address is 670 Williams Road , New Smyrna Beach, FL 32168, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of Ten And No/100 Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in the County of Volusia, State of Florida, to wit:

The Northwest 1/4 of the Southeast 1/4 of Section 14, Township 17 South, Range 33 East, Volusia County, Florida, lying West of Williams Road and North of Pioneer Trail. Less and except lands described in Official Records Book 6923, Page 2704, Official Records Book 6758, Page 3404, Official Records Book 6610, Page 2732, Official Records Book 4608, Page 2448 and Official Records Book 4064, Page 1442. Less and except road right of way.

Also described as:

A portion of the Southeast one quarter (Southeast 1/4) of Section 14, Township 17 South, Range 33 East, Volusia county, Florida, being more particularly described as follows;

Commence at the Northwest corner of said Southeast one Quarter (Southeast 1/4) of said section 14; thence run North 88°36'11" East, along the North line of the Northwest one quarter (Northwest 1/4) of the Southeast One Quarter (Southeast 1/4) of Section 14, 1294.60 feet to the West right of way line of Williams Road, an 85 foot right of way as now laid out; thence South 00°40'47" East, along said west right of way line, 1008.83 feet to the point of beginning; thence continue South 00°40'47" East, 438.82 feet to the intersection of said West right of way line of Williams Road with the North right of way line of Pioneer Trail (S.R 40-A), (C.R. 4118), A 66 foot right of way as now laid out and the beginning of a non tangent curve concave Northerly, having a radius of 333.61 feet, a central angle of 10°06'40" and a chord bearing of South 79°46'16" West; thence along the arc of said curve and said Northerly right

WARRANTY DEED
(continued)

of way line, 58.87 feet; thence continue along said North right of way line, South 84°49'36" West, 633.08 feet; thence departing said North right of way line, North 00°40'47" West, 484.98 feet; thence North 88°36'11" East, 649.05 feet to the aforementioned West right of way line of Williams Road and the point of beginning.

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2016.

CERTIFICATION OF TRUST ATTACHED HERETO AS EXHIBIT "B" and MADE A PART HEREOF.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Witness Signature

JUDITH A. REIKER

Print Name

Witness Signature

Gina Stager

Print Name

Joseph Stephen Filakosky, individually and as Trustee, of the Filakosky Family Trust U/A/D October 9, 1997

Lynda Ann Filakosky

Lynda Ann Filakosky, individually and as Trustee, of the Filakosky Family Trust U/A/D October 9, 1997

Address: 2565 Glencoe Farms Road
New Smyrna Beach, FL 32168

WARRANTY DEED
(continued)

State of FLORIDA
County of VOLUSIA
The foregoing instrument was acknowledged before me this 23 day of JUNE 2017, by JOSEPH STEPHEN FILAKOSKY AND LYUDMILA FILAKOSKY, to me known to be the person(s) described in or who has/have produced DRIVER LICENSE as identification and who executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same.

Witness my hand and official seal in the County and State last aforesaid this 23 day of JUNE, 2017.

NOTARY PUBLIC
My Commission Expires:

JUDITH A. REIKER
MY COMMISSION # FF 089004
EXPIRES: May 21, 2018
Bonded Thru Notary Public Underwriters

Prepared by and Return To:
Bobbie Haynes
Fidelity National Title of Florida, Inc.
304 North Causeway
New Smyrna Beach, FL 32169

** EXHIBIT "B" **

CERTIFICATION OF TRUST

STATE OF FLORIDA

COUNTY OF VOLUSIA

BEFORE ME, the undersigned authority, personally appeared ("Affiant") who deposes and says:

1. This Certification pertains to the following trust (insert name of trust and reference any amendments thereto): Joseph Stephen Filakosky and Lynda Ann Filakosky, Trustees, of the Filakosky Family Trust U/A/D October 9, 1997 (the "Trust"), which was executed on October 9, 1997 and is currently in existence.
2. The name of each settlor (creator) of the Trust is: _____.
3. The identity and address of the currently acing trustee(s) are: , 2565 Glencoe Farms Road, New Smyrna Beach, FL 32168.
4. The trustees of the Trust have full power and authority to mortgage and convey real property, including the property described on Exhibit "A" attached hereto and made a part hereof (the "Property"), and to sign all closing documents without the consent of any beneficiary.
5. The Trust is ☒ revocable or ☒ ~~irrevocable~~. If revocable, the name of each person holding a power to revoke the Trust is: _____.
(If left blank, the settlor(s) are the only person(s) with power of revocation)
6. The authority of the trustees as set forth in Paragraph 4 above may be executed by Affiant alone, as trustee of the Trust, without the necessity of any other co-trustee signing or otherwise authenticating such instruments unless indicated otherwise herein. Indicate the name of any co-trustee whose signature is required:

   N/A
7. If the Trust is acquiring title to the Property, title shall be acquired as follows:

   N/A.
8. The Trust has not been revoked or amended so as to cause the representations contained in this Certification to be incorrect.
9. The Property:

   ☐ has never been the homestead property of any settlor or beneficiary or their dependents; or

   ☒ is/was the homestead property of the following settlor or beneficiary or their dependents:

   _____.
10. If any settlor or beneficiary listed in Paragraph 9 above is deceased, I hereby represent that said settlor was not survived by a spouse or minor child.

CERTIFICATION OF TRUST
(continued)

11. An authentic copy of the Trust, pertinent excerpts from the Trust or related documents may be attached hereto as Exhibit "B" if deemed necessary or appropriate and, if so, shall be incorporated herein and shall be made a part hereof.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Joseph Stephen Filakosky, Trustee, of the Filakosky Family Trust U/A/D October 9, 1997

Lynda Ann Filakosky, Trustee, of the Filakosky Family Trust U/A/D October 9, 1997

State of FLORIDA

County of VOLUSIA

Sworn to and subscribed before me this 23 of JUNE, 2017, by JOSEPH STEPHEN FILAKOSKY AND LYNDA ANN FILAKOSKY, who is personally known to me or who presented DRIVERS LICENSE as identification.

Notary Public
My Commission Expires: _____

JUDITH A. REIKER
MY COMMISSION # FF 089004
EXPIRES: May 21, 2018
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

Legal Description

The Northwest 1/4 of the Southeast 1/4 of Section 14, Township 17 South, Range 33 East, Volusia County, Florida, lying West of Williams Road and North of Pioneer Trail. Less and except lands described in Official Records Book 6923, Page 2704, Official Records Book 6758, Page 3404, Official Records Book 6610, Page 2732, Official Records Book 4608, Page 2448 and Official Records Book 4064, Page 1442. Less and except road right of way.

Also described as:

A portion of the Southeast one quarter (Southeast 1/4) of Section 14, Township 17 South, Range 33 East, Volusia county, Florida, being more particularly described as follows;

Commence at the Northwest corner of said Southeast one Quarter (Southeast 1/4) of said section 14; thence run North 88°36'11" East, along the North line of the Northwest one quarter (Northwest 1/4) of the Southeast One Quarter (Southeast 1/4) of Section 14, 1294.60 feet to the West right of way line of Williams Road, an 85 foot right of way as now laid out; thence South 00°40'47" East, along said west right of way line, 1008.83 feet to the point of beginning; thence continue South 00°40'47" East, 438.82 feet to the intersection of said West right of way line of Williams Road with the North right of way line of Pioneer Trail (S.R 40-A), (C.R. 4118), A 66 foot right of way as now laid out and the beginning of a non tangent curve concave Northerly, having a radius of 333.61 feet, a central angle of 10°06'40" and a chord bearing of South 79°46'16" West; thence along the arc of said curve and said Northerly right of way line, 58.87 feet; thence continue along said North right of way line, South 84°49'36" West, 633.08 feet; thence departing said North right of way line, North 00°40'47" West, 484.98 feet; thence North 88°36'11" East, 649.05 feet to the aforementioned West right of way line of Williams Road and the point of beginning.

Book: 5465
Page: 3277

THE FILAKOSKY FAMILY TRUST

TRUST AGREEMENT, by and between JOSEPH STEPHEN FILAKOSKY and LYNDA ANN FILAKOSKY, of Volusia County, Florida, hereinafter called "Grantors" and the same JOSEPH STEPHEN FILAKOSKY and LYNDA ANN FILAKOSKY, hereinafter with all successors, collectively called the "Trustees". The term Trustee, whether used in the plural or singular, whether masculine or feminine in nature shall be interchangeable.

WITNESSETH:

In consideration of the acceptance by the Trustees of the Trust hereby created, the Grantors have assigned, transferred and delivered to the Trustees all property listed on Schedule "A" attached hereto and made a part hereof, receipt of which property is hereby acknowledged by the Trustees, which shall be referred to herein as the Trust Estate. The Trust Estate property shall be held, managed, invested and reinvested, upon the following terms and conditions:

ARTICLE I

DESIGNATION OF TRUST

The Trust shall be known as the "FILAKOSKY FAMILY TRUST."

ARTICLE II

REVOCABILITY, AMEND ABILITY AND ADDITIONS TO TRUST

2.1) The Grantors reserve the right to revoke this Trust at any time without anyone's consent and without providing any reason, provided that upon such revocation all assets shall be restored to the ownership of the Grantors in the manner and to the same extent that such ownership existed prior to the creation of the Trust. Revocation shall be in writing and shall be effective upon execution by the Grantors.

2.2) The Grantors reserve the right to amend this Trust, in whole or in part, without anyone's consent, except that the same shall not be amended to increase the duties or responsibilities of any Trustee then serving without such Trustee's consent. Any amendment to this Trust Agreement must be in writing and executed by the Grantors in the presence of at least two (2) subscribing witnesses who subscribe their names as witnesses in the presence of the Grantors.

2.3) The right herein reserved to the Grantors to revoke and amend this Trust is hereby declared to be personal, exercisable by the Grantors alone, and not by any other person, including an attorney-in-fact or Court appointed guardian. Except as provided hereinafter, no such guardian

ARTICLE V
TRUSTEE OF THIS TRUST

5.1) The Trustees of this Trust shall be JOSEPH STEPHEN FILAKOSKY and LYNDA ANN FILAKOSKY, or the survivor of them.

5.2) If JOSEPH STEPHEN FILAKOSKY and LYNDA ANN FILAKOSKY are unable (as hereinafter defined) to serve as Trustees of this Trust, or upon the death of JOSEPH STEPHEN FILAKOSKY and LYNDA ANN FILAKOSKY, then the Grantors' son, DAVID CARL FILAKOSKY, will serve as Successor Trustee.

If the Grantors' son, DAVID CARL FILAKOSKY should for any reason be unable to serve as Successor Trustee, then and in that event, Grantors' son, JOSEPH STEPHEN FILAKOSKY, Jr. shall serve as Alternate Successor Trustee.

All Successor Trustees shall have all the same rights, privileges, powers and immunities and shall be subject to all of the duties herein assumed and conferred upon the original Trustees.

5.3) For purposes of this Trust, the Grantors shall be deemed to have full capacity until the happening of one of the following events:

(a) Delivery to a Trustee of the written statements of two licensed Doctors of Medicine that a Grantor is incapacitated. Upon such delivery, the Trustee and third parties are protected in relying upon such statements without further act or notice; or

(b) Delivery to a Trustee of a notice of adjudication by a Court, competent to make such adjudication, that a Grantor no longer has legal capacity, or the notice of appointment of a guardian or conservator for a Grantor.

5.4) If all enumerated Trustees, named above, are unable or unwilling to act, the income beneficiaries who are sui juris, and if not, through their guardian, may, by a majority in number, designate a Trustee to act. Such appointment shall be in writing and executed in the presence of two (2) subscribing witnesses.

5.5) A Trustee may resign at any time by filing with each income beneficiary a written notice of resignation which shall become effective upon the qualification of a Successor Trustee. A Successor Trustee shall qualify by filing a written notice of acceptance with the income beneficiaries who are sui juris at the time of acceptance, and with the guardian of those income beneficiaries who are not sui juris. Any Trustee or Successor Trustee hereunder shall have the right to resign at anytime by giving thirty (30) days written notice to the current income beneficiaries of the Trust. Thereafter, a majority of such beneficiaries who are sui juris shall

have the right within such thirty (30) day period to appoint a Successor Trustee unless a Successor Trustee is already designated to serve under the provisions of this Trust. The Successor Trustee to a resigning Corporate Trustee shall at all times be a Corporate Trustee. In the event the current income beneficiaries shall fail to designate a Successor Trustee within the time specified, then the acting Trustee may apply to a Court of competent jurisdiction, for leave to resign, for the appointment of a Successor Trustee and the Judicial settlement of its accounts.

Upon accepting the Trust, a Successor Trustee shall be substituted for and have the same rights and powers, discretionary or otherwise, as the original Trustee. A Successor Trustee shall be under no obligation to inquire into the acts or to examine the accounts of any prior Trustee and shall not be liable for acts, omissions or failures to account properly prior to qualification.

5.6) A guardian or conservator of the estate of a beneficiary under legal disability, or the parents, surviving parent, or legal custodian of a minor beneficiary for whose estate no guardian has been appointed, may act for such beneficiary in making any appointment and giving any direction under this Trust as to such beneficiary.

5.7) Every Successor Trustee shall have all the title, powers and discretions given to the Trustee herein without any act of conveyance or transfer; provided, however, no title or interest in real property shall vest in any Successor Trustee until such time as the Successor Trustee has recorded an Acceptance of Trust in the County where the real property is located.

ARTICLE VI
TRUSTEE'S POWERS

6.1) All Trustees and Successor Trustees shall have the powers conferred by the common law and statutes of the State of Florida, which shall be construed broadly and which may be exercised at the discretion of the Trustee.

6.2) In the administration and distribution of any Trust or fund created hereunder, no Trustee, other than the Grantor acting as Trustee, shall have authority to direct investments or management or distribution (including invasion of principal) of Trust principal in such a manner as will cause inclusion of such assets in the estate of such Trustee for Federal estate tax purposes.

6.3) The Trustees shall be authorized to buy, mortgage, sell or transfer any real property and/or personal property without the prior or subsequent approval of any Court, and no purchaser or lender shall be held liable to see the propriety of the transaction nor to the application of proceeds. It is Grantors' intention to grant the Trustee a general power of sale, and any action

7.12) If a Trustee, other than the Grantors, shall be acting as Trustee, such Trustee shall prepare an account for each taxable year of each Trust or fund and whenever a Trustee, other than Grantors, ceases to serve, an account shall be prepared from the time of the last prior account through the end of the period of service. Such Trustee shall keep each account available for inspection by and shall, when requested, deliver copies to the beneficiaries eligible, within the period covered thereby, to receive benefits from the Trust or fund which is the subject of said account. The written approval of an account by such a beneficiary, or by his or her parent or guardian, if such beneficiary is a minor or otherwise incompetent, shall be final and binding upon the beneficiary and upon all persons then or thereafter claiming any interest through or under him or her in the income or principal of such Trust as to all matters stated therein or shown thereby. Failure of such beneficiary, or of his or her parent or guardian, if such beneficiary is a minor or otherwise incompetent, to deliver to such Trustee written objection to an account within thirty (30) days after receipt thereof shall constitute the final and binding approval thereof by that beneficiary.

7.13) Each Trust created under this instrument shall terminate not later than Twenty-one (21) years after the death of the last survivor of the beneficiaries who are living on the date of this instrument. At termination, if the Trustee is not otherwise able to give effect to the provisions of this instrument, the remaining Trust Estate shall be distributed to the beneficiaries of the then current Trust income in the proportions in which they are entitled to share in the income.

7.14) No Trustee of this Trust shall be required to comply with Florida Statute 737.402(4).

7.15) This Trust is established under the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have signed and sealed this instrument on this 9TH day of October, 1997.

Joseph Stephen Filakosky

JOSEPH STEPHEN FILAKOSKY
Grantor and Trustee

Lynda Ann Filakosky

LYNDA ANN FILAKOSKY
Grantor and Trustee

Book: 5465
Page: 3286
Diane M. Matousek
Volusia County, Clerk of Court

The foregoing Trust Agreement was signed, sealed, published and declared by the Grantors in the presence of us. The undersigned have attested as witnesses, after the Grantors signed, in the presence of each other and in the Grantors' presence, on the date stated above.

MICHAEL T. KOENIG

JOYCE CONNELL
"Witnesses As to Grantors and Trustees

STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared JOSEPH STEPHEN FILAKOSKY and LYNDA ANN FILAKOSKY, Grantors and Trustees herein, producing Florida DRIVER'S LICENSES as identification, and acknowledged the execution of the Trust Agreement.

Witness my hand and official seal this 9 day of October, 1997.

(SEAL) C. S. ALEXANDER MY COMMISSION EXPIRES APRIL 13, 2001 #CC 631638 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Notary Public
C. SUSAN ALEXANDER
My Commission Expires:

This Instrument Prepared By:
Michael D. Millhorn, Attorney at Law
Suite 204 - Spruce Creek Professional Center
10935 S. E. 177th Place
Summerfield, Fl 34491
(352) 307-2221 (800) 743-9732

THIS INSTRUMENT PREPARED BY:
C. Michel
American Government Services Corporation
3812 W. Linebaugh Avenue
Tampa, Florida 33618
File: 33896-1

Project No.: 5891
Project Name: Pioneer Trail
Parcel No.: 100

NOTE TO RECORDING DEPARTMENT: THIS DOCUMENT HAS BEEN EXECUTED AND DELIVERED UNDER THREAT OF CONDEMNATION AND/OR IN SETTLEMENT OF CONDEMATION PROCEEDINGS AFFECTING THE PROPERTY DESCRIBED HEREIN, AND THEREFORE IS EXEMPT FROM DOCUMENTARY STAMP TAX. SEE FLORIDA DEPARTMENT OF REVENUE V. ORANGE COUNTY, 620 SO. 2D 99 (FLA. 1993).

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS INDENTURE, made and entered into this 9th day of March, 2026, between **Kevin M. Lemire and Donna C. Whittum, husband and wife,** whose mailing address is 670 Williams Road, New Smyrna Beach, Florida 32168 (hereinafter the **Grantor**), and **COUNTY OF VOLUSIA, a political subdivision of the State of Florida**, whose mailing address is 123 West Indiana Avenue, Deland, Florida 32720-4612, (hereinafter the **Grantee**).

WITNESSETH, that Grantor, for and in consideration of the sum of ONE AND 00/100 DOLLAR ($1.00) and other valuable consideration paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and transferred to the Grantee, said Grantee's heirs and assigns forever, the following described land, to wit:

See attached Exhibit A

Volusia County Property Appraiser Parcel ID No.: 731400000105

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor does hereby covenant with said Grantee that the Grantor is lawfully seized of said land in fee simple, that the Grantor has good right and lawful authority to sell and convey said land, and hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons whomsoever and that said land is free of all encumbrances, except taxes accruing for the year 2026 and subsequent years.

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand and seal the day and year first above written.

SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.

Signed, sealed and delivered in the presence of two witnesses as required by law:

First Witness's Signature

Jennifer Howard
First Witness's Printed Name

711 W Sheraden Street, Ste B
First Witness's Address

Tampa, FL 33609
City, State & Zip Code

Kevin M. Lemire

Robert R. Stacke
Second Witness's Signature

ROBERT R. STRACKE
Second Witness's Printed Name

17724 Rwendel Rd.
Second Witness's Address

Lutz FL 33549
City, State & Zip Code

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of March, 2026, by **Kevin M. Lemire**, who ☐ is personally known to me or ☒ who has produced FL DL _____ as identification.

[NOTARY PUBLIC SEAL]

ROBERT R. STRACKE NOTARY PUBLIC MY COMMISSION EXPIRES 10-31-2029 STATE OF FLORIDA COMMISSION NUMBER HH 694331

Robert R. Stacke
Notary Public Signature
Printed Name: ROBERT R. STRACKE
Commission No.: HH 694331

Signed, sealed and delivered in the presence of two witnesses as required by law:

First Witness's Signature

Jennifer Howard
First Witness's Printed Name

711 W Sherrill Street, Ste B
First Witness's Address

Tampa, FL 33609
City, State & Zip Code

Robert R. Stracke
Second Witness's Signature

ROBERT R. STRACKE
Second Witness's Printed Name

17724 Rivendel Rd.
Second Witness's Address

Lutz, FL 33549
City, State & Zip Code

Donna C. Whittum
Donna C. Whittum

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of March, 2026, by **Donna C. Whittum**, who ☐ is personally known to me or ☒ who has produced FL DL as identification.

[NOTARY PUBLIC SEAL]

ROBERT R. STRACKE NOTARY PUBLIC MY COMMISSION EXPIRES 10-31-2029 STATE OF FLORIDA COMMISSION NUMBER HH 694331

Robert R Stracke
Notary Public Signature
Printed Name: ROBERT R. STRACKE
Commission No.: HH 694331

SKETCH OF DESCRIPTION FOR RIGHT OF WAY PARCEL 100

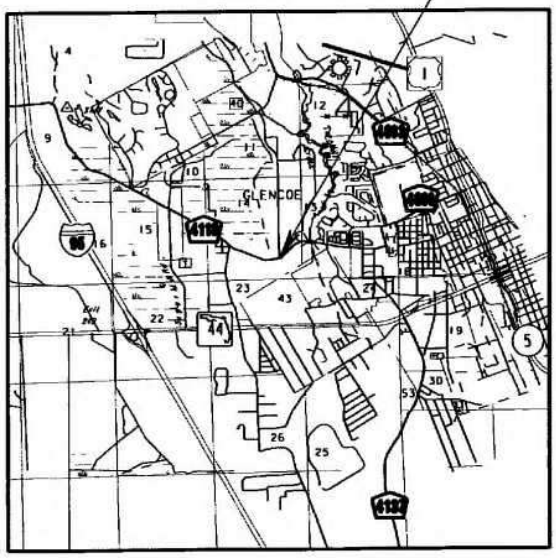
SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST

EXHIBIT "A"

GENERAL NOTES

1. THIS IS NOT A BOUNDARY SURVEY.
2. THIS SKETCH WAS PREPARED IN SUPPORT OF VOLUSIA COUNTY PROJECT PC-3319 TO GRAPHICALLY ILLUSTRATE THE PORTION OF THE PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 7421, PAGE 2975, WHICH CONTAINS THE PROPOSED RIGHT OF WAY PARCEL AS DESCRIBED AND GRAPHICALLY DEPICTED HEREON.
3. THERE WAS A DEED DISCREPANCY NOTED IN OFFICIAL RECORD BOOK 7421, PAGE 2975 ALONG THE SOUTH LINE OF THE PROPERTY, BEING CALLED OUT AS 633.08'(D) WITH A FIELD DISTANCE MEASURED AT 585.90'(F). WE BELIEVE THIS TO BE A SCRIVENER'S ERROR. ADJOINER DEED AND FOUND MONUMENTATION SUPPORT FINDINGS.
4. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, AS ESTABLISHED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION'S FLORIDA PERMENANT REFERENCE NETWORK (FPRN), UTILIZING A COMBINTATION OF STATIC AND REAL-TIME KINEMATIC (RTK) METHODS, WITH TRADITIONAL GROUND TRAVERSE, DERIVING A BEARING OF NORTH 88°38'30" EAST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST LYING IN VOLUSIA COUNTY, FLORIDA.
5. ALL RECORD PLATS, OFFICIAL RECORD BOOKS AND DEED BOOKS REFERENCED HEREON ARE FOUND IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
6. ATTENTION IS DIRECTED TO THE FACT THAT THIS SKETCH MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD BY THIS FIRM.
8. FIELD SURVEY COMPLETED ON MARCH 14, 2025.

(VICINITY MAP)
NOT TO SCALE



LEGEND & ABBREVIATIONS

BWF	=	BARBED WIRE FENCE	ORB	=	OFFICIAL RECORD BOOK
(C)	=	CALCULATED	PG	=	PAGE
CB	=	CHORD BEARING	PID	=	PARCEL ID NUMBER
CH	=	CHORD LENGTH	℄	=	PROPERTY LINE
CONC	=	CONCRETE	POB	=	POINT OF BEGINNING
COR	=	CORNER	POC	=	POINT OF COMMENCEMENT
CR	=	COUNTY ROAD	R	=	RADIUS
(D)	=	DATA SHOWN IN, OR DERIVED FROM DEED	R/W	=	RIGHT OF WAY
Δ	=	DELTA	SEC	=	SECTION
DWY	=	DRIVEWAY	SIRC	=	SET 5/8" IRC "LB 7917"
EP	=	EDGE OF PAVEMENT	SR	=	STATE ROAD
FND	=	FOUND	W/	=	WITH
(F)	=	FIELD	⟵	=	GUY ANCHOR
ID	=	IDENTIFICATION		=	FIRE HYDRANT
IRC	=	IRON ROD AND CAP		=	MAILBOX
L	=	LENGTH OF CURVE		=	POLE
LB	=	LICENSED BUSINESS		=	SINGLE SUPPORT SIGN
NO.	=	NUMBER		=	WATER METER
NTS	=	NOT TO SCALE		=	WIRE PULL BOX
				=	FENCE

I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE ATTACHED SURVEY AS SHOWN HEREIN IS TRUE, ACCURATE, AND WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

RYAN A LEATH

RYAN A. LEATH — DATE
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO.7485

REVISION	BY	DATE

VOLUSIA COUNTY PUBLIC WORKS

PREPARED BY: McKIM&CREED
123 NORTH INDUSTRIAL BLVD. SUITE D
ORANGE CITY, FLORIDA 32763
386-873-4517 LB7917

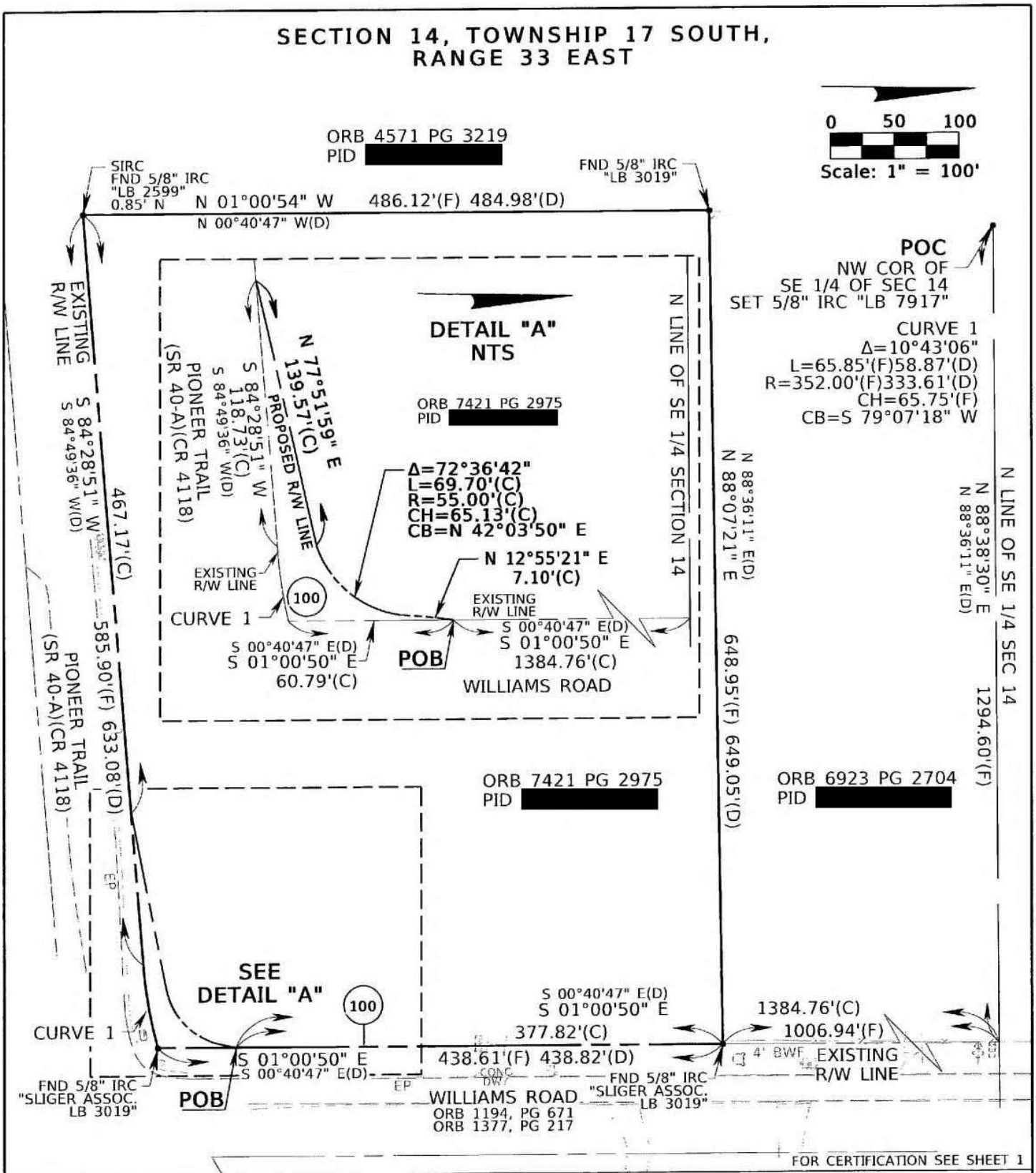
SKETCH OF DESCRIPTION | VOLUSIA COUNTY PROJECT NO. PC-3319

	BY	DATE
DRAWN	Y.FUENTES	03/03/25
CHECKED	R.LEATH	05/12/25

PURPOSE - FEE SIMPLE RIGHT OF WAY

PARCEL NUMBER 100 | WILLIAMS ROAD AT PIONEER TRAIL | SHEET 1 OF 3

SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST



FOR CERTIFICATION SEE SHEET 1

			VOLUSIA COUNTY PUBLIC WORKS		PREPARED BY: McKIM&CREED 123 NORTH INDUSTRIAL BLVD. SUITE D ORANGE CITY, FLORIDA 32763 386-873-4517 LB7917		
			SKETCH OF DESCRIPTION				VOLUSIA COUNTY PROJECT NO. PC-3319
				BY	DATE	PURPOSE - FEE SIMPLE RIGHT OF WAY	
			DRAWN	Y.FUENTES	03/03/25		
REVISION	BY	DATE	CHECKED	R.LEATH	05/12/25	PARCEL NUMBER 100	WILLIAMS ROAD AT PIONEER TRAIL	SHEET 2 OF 3

SKETCH OF DESCRIPTION FOR RIGHT OF WAY PARCEL 100

SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORD BOOK 7421, PAGE 2975 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5/8" IRON ROD AND CAP STAMPED "LB 7917" MARKING THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; THENCE NORTH 88°38'30" EAST (N 88°36'11" E BY DEED) ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 1294.60 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF WILLIAMS ROAD, AN 85.00 FOOT RIGHT OF WAY AS NOW LAID OUT, AS DESCRIBED IN OFFICIAL RECORD BOOK 1377, PAGE 217 AND OFFICIAL RECORD BOOK 1194, PAGE 671 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE OF THE SOUTHEAST 1/4 RUN SOUTH 01°00'50" EAST (S 00°40'47" E BY DEED) ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 1384.76 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 01°00'50" EAST (S 00°40'47" E BY DEED) A DISTANCE OF 60.79 FEET TO A POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL (S.R. 40-A), (C.R. 4118), A 66.00 FOOT RIGHT OF WAY AS NOW LAID OUT, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A NON-TANGENTIAL CURVE CONCAVE NORHTWESTERLY, HAVING A RADIUS OF 352.00 FEET, A DELTA OF 10°43'06", A CHORD BEARING AND DISTANCE OF SOUTH 79°07'18" WEST, 65.75 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF WILLIAMS ROAD RUN ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL A DISTANCE OF 65.85 FEET TO A POINT; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH 84°28'51" WEST (S 84°49'36" W BY DEED) A DISTANCE OF 118.73 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE RUN NORTH 77°51'59" EAST A DISTANCE OF 139.57 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 55.00 FEET, A DELTA OF 72°36'42", A CHORD BEARING A DISTANCE OF NORTH 42°03'50" EAST, 65.13 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 69.70 FEET TO A POINT ON A NON-TANGENCIAL LINE; THENCE NORTH 12°55'21" EAST A DISTANCE OF 7.10 FEET TO A POINT LYING ON THE AFORESAID WESTERLY RIGHT OF WAY LINE OF WILLIAMS ROAD AND THE POINT OF BEGINNING.

CONTAINING 2,305 SQUARE FEET, MORE OR LESS.

FOR CERTIFICATION SEE SHEET 1

REVISION	BY	DATE

VOLUSIA COUNTY PUBLIC WORKS

PREPARED BY: McKIM&CREED
123 NORTH INDUSTRIAL BLVD. SUITE D
ORANGE CITY, FLORIDA 32763
386-873-4517 LB7917

SKETCH OF DESCRIPTION

VOLUSIA COUNTY PROJECT NO. PC-3319

	BY	DATE
DRAWN	Y.FUENTES	03/03/25
CHECKED	R.LEATH	05/12/25

PURPOSE - FEE SIMPLE RIGHT OF WAY

PARCEL NUMBER 100 | WILLIAMS ROAD AT PIONEER TRAIL | SHEET 3 OF 3

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 58-26 Rezoning - 610 Williams Rd.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 58-26

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH REZONING 6.6± ACRES OF PROPERTY LOCATED ON THE WEST SIDE OF WILLIAMS ROAD, NORTH OF PIONEER TRAIL, FROM VOLUSIA COUNTY *A-2 A, AGRICULTURE AIRPORT OVERLAY* TO CITY *A-2 A, AGRICULTURE AIRPORT OVERLAY* ZONING DISTRICT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Kevin M. Lemire and Donna C. Whittum, 670 Williams Road, New Smyrna Beach, FL 32168, applicants and property owners, have requested the annexation of 6.6± acres of property located on the west side of Williams Road, north of Pioneer Trail, from Volusia County *A-2 A, Agriculture Airport Overlay* to City *A-2 A, Agriculture Airport Overlay* zoning district; and

WHEREAS, the Planning and Zoning Board, at its regular scheduled meeting on September 14, 2026, by a vote of 7-0, recommended that the City Commission approve the requested rezoning; and

WHEREAS, the City Commission finds that the requested rezoning is consistent with the City Comprehensive Plan; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to rezone said property as more particularly described hereinafter.

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

SECTION 1: ***Rezoning.*** That the 6.6± acres of property located on the west side of Williams Road, north of Pioneer Trail, in the City of New Smyrna Beach, Florida, said properties more particularly described as follows:

7314-00-00-0105
670 Williams Road

THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, LYING WEST OF WILLIAMS ROAD AND NORTH OF PIONEER TRAIL.

LESS AND EXCEPT LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6923, PAGE 2704, OFFICIAL RECORDS BOOK 6758, PAGE 3404, OFFICIAL RECORDS BOOK 6610, PAGE 2732, OFFICIAL RECORDS BOOK 4608, PAGE 2448 AND OFFICIAL RECORDS BOOK 4064, PAGE 1442. LESS AND EXCEPT ROAD RIGHT OF WAY.

ALSO DESCRIBED AS:

A PORTION OF THE SOUTHEAST ONE QUARTER (SOUTHEAST 1/4) OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCE AT THE NORTHWEST CORNER OF SAID SOUTHEAST ONE QUARTER (SOUTHEAST 1/4) OF SAID SECTION 14; THENCE RUN NORTH 88°36'11" EAST, ALONG THE NORTH LINE OF THE NORTHWEST ONE QUARTER (NORTHWEST 1/4) OF THE SOUTHEAST ONE QUARTER (SOUTHEAST 1/4) OF SECTION 14, 1294.60 FEET TO THE WEST RIGHT OF WAY LINE OF WILLIAMS ROAD, AN 85 FOOT RIGHT OF WAY AS NOW LAID OUT; THENCE SOUTH 00°40'47" EAST, ALONG SAID WEST RIGHT OF WAY LINE, 1008.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°40'47" EAST, 438.82 FEET TO THE INTERSECTION OF SAID WEST RIGHT OF WAY LINE OF WILLIAMS ROAD WITH THE NORTH RIGHT OF WAY LINE OF PIONEER TRAIL (S.R 40-A), (C.R. 4118), A 66 FOOT RIGHT OF WAY AS NOW LAID OUT AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 333.61 FEET, A CENTRAL ANGLE OF 10°06'40" AND A CHORD BEARING OF SOUTH 79°46'16" WEST; THENCE ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT OF WAY LINE, 58.87 FEET; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 84°49'36" WEST, 633.08 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 00°40'47" WEST, 484.98 FEET; THENCE NORTH 88°36'11" EAST, 649.05 FEET TO THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF WILLIAMS ROAD AND THE POINT OF BEGINNING.

LESS AND EXCEPT;

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORD BOOK 7421. PAGE 2975 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5/8" IRON ROD AND CAP STAMPED "LB 7917" MARKING THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; THENCE NORTH 88°38'30" EAST (N 88°36' 11" E BY DEED) ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 1294.60 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF WILLIAMS ROAD, AN 85.00 FOOT RIGHT OF WAY AS NOW LAID OUT, AS DESCRIBED IN OFFICIAL RECORD BOOK 1377, PAGE 217 AND OFFICIAL RECORD BOOK 1194, PAGE 671 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE OF THE SOUTHEAST 1/4 RUN SOUTH 01 °00'50" EAST (S 00°40'47" E BY DEED) ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 1384.76 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 01°00'50" EAST (S 00°40'47" E BY DEED) A DISTANCE OF 60.79 FEET TO A POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL (S.R. 40-A), (C.R. 4118), A 66.00 FOOT RIGHT OF WAY AS NOW LA!D OUT, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A NON-TANGENTIAL CURVE CONCAVE NORHTWESTERLY, HAVING A RADIUS OF 352.00 FEET, A DELTA OF 10°43'06", A CHORD BEARING AND

DISTANCE OF SOUTH 79°07'18" WEST, 65.75 FEET; THENCE DEPARTING SAID WESTERLY R!GHT OF WAY LINE OF WILLIAMS ROAD RUN ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL A DISTANCE OF 65.85 FEET TO A POINT; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH 84°28'51" WEST (S 84°49'36" W BY DEED) A DISTANCE OF 118.73 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE RUN NORTH 77°51'59" EAST A DISTANCE OF 139.57 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADJUS OF 55.00 FEET, A DELTA OF 72°36'42", A CHORD BEARING A DISTANCE OF NORTH 42°03'50" EAST, 65.13 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 69.70 FEET TO A POINT ON A NON-TANGENCIAL LINE; THENCE NORTH 12°55'2 l" EAST A DISTANCE OF 7. IO FEET TO A POINT LYING ON THE AFORESAID WESTERLY RIGHT OF WAY LINE OF WILLIAMS ROAD AND THE POINT OF BEGINNING.

CONTAINING 2,305 SQUARE FEET, MORE OR LESS.

shall be and the same is hereby rezoned from Volusia County *A-2 A, Agriculture Airport Overlay* to City *A-2 A, Agriculture Airport Overlay* zoning district.

SECTION 2: ***Quasi-Judicial Public Hearing.*** It is hereby found that a quasi-judicial public hearing held by the City Commission to consider adoption of this ordinance on October 27, 2026, at 5:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, to consider the rezoning request in accordance with *Bd. of Cty. Com'rs of Brevard v. Snyder*, 627 So.2d 469 (Fla. 1993) in a manner to insure that all parties are provided an opportunity to be heard, present evidence and cross-examine witnesses, and to be informed of all the facts upon which the Commission's decision on the rezoning is based, after notice published at least 10 days prior to hearing, is deemed to comply with §166.041(3)(a), Fla.Stat.

SECTION 3: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 4: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 5: ***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 become effective THIRTY ONE (31) days following adoption of Ordinance No. 57-26, the Small Scale Comprehensive Plan Amendment for the subject property, by the City Commission unless a challenge is filed to said ordinance under §163.3187, F.S. In the event that Ordinance No. 57-26, the Small Scale Comprehensive Plan Amendment, is challenged this ordinance shall become effective upon the state land planning agency or the Administration Commission, respectively, issuing a final order determining that the adopted small scale development amendment is in compliance.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Date: 9/29/2026

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 60-26: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD ANNEX APPROXIMATELY 1.94 ± ACRES OF VACANT LAND LOCATED AT THE CORNER OF ALBERTA STREET AND LOUELLA STREET.

October 27, 2026

Background:

Applicants and Property Owners: Nicole and Ryan Shuler, 736 Louella Street, New Smyrna Beach, Florida 32168.

Request: Voluntary annexation:

- **From:** Unincorporated Volusia County.
- **To:** City of New Smyrna Beach.

Site Information:

- **Size:** 1.94 ± acres.
- **Location:** Between Louella Street and Alberta Street, north of 736 Louella Street.
- **Tax I.D. Number:** 7314-00-00-0237.

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. A new agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Alberta Street is undeveloped. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**. Existing land uses are shown on the map attached as **Exhibit C**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use categories and zoning designations that would be as similar as possible to existing County categories and designations. The existing County

FLU category is Rural. The existing County zoning designation is A-3, Transitional Agriculture. The proposed City FLU category is Rural. The proposed City zoning designation is A-3, Transitional Agriculture.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit D).** The parcel on Alberta Street does not have direct access to water, central sewer, or reclaim services. A map of the soil limitations for septic systems is attached as **Exhibit E**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property on Alberta Street is undeveloped with no increased allowable density proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

A map showing the subject properties incorporated into Commission Zone 3 is attached as **Exhibit F**. The ISBA map is attached as **Exhibit G**. The legal description and Warranty Deed are attached as **Exhibits H** and **I**.

Recommendations:

At its regular scheduled meeting on September 14, 2026, The Planning and Zoning Board voted, 7-0, to give a positive recommendation to the City Commission to **approve** the requested annexation application.

The Planning Department also recommends the City Commission to **approve** the requested annexation application.

Fiscal Analysis:
N/A

Strategic Plan Item:
Yes

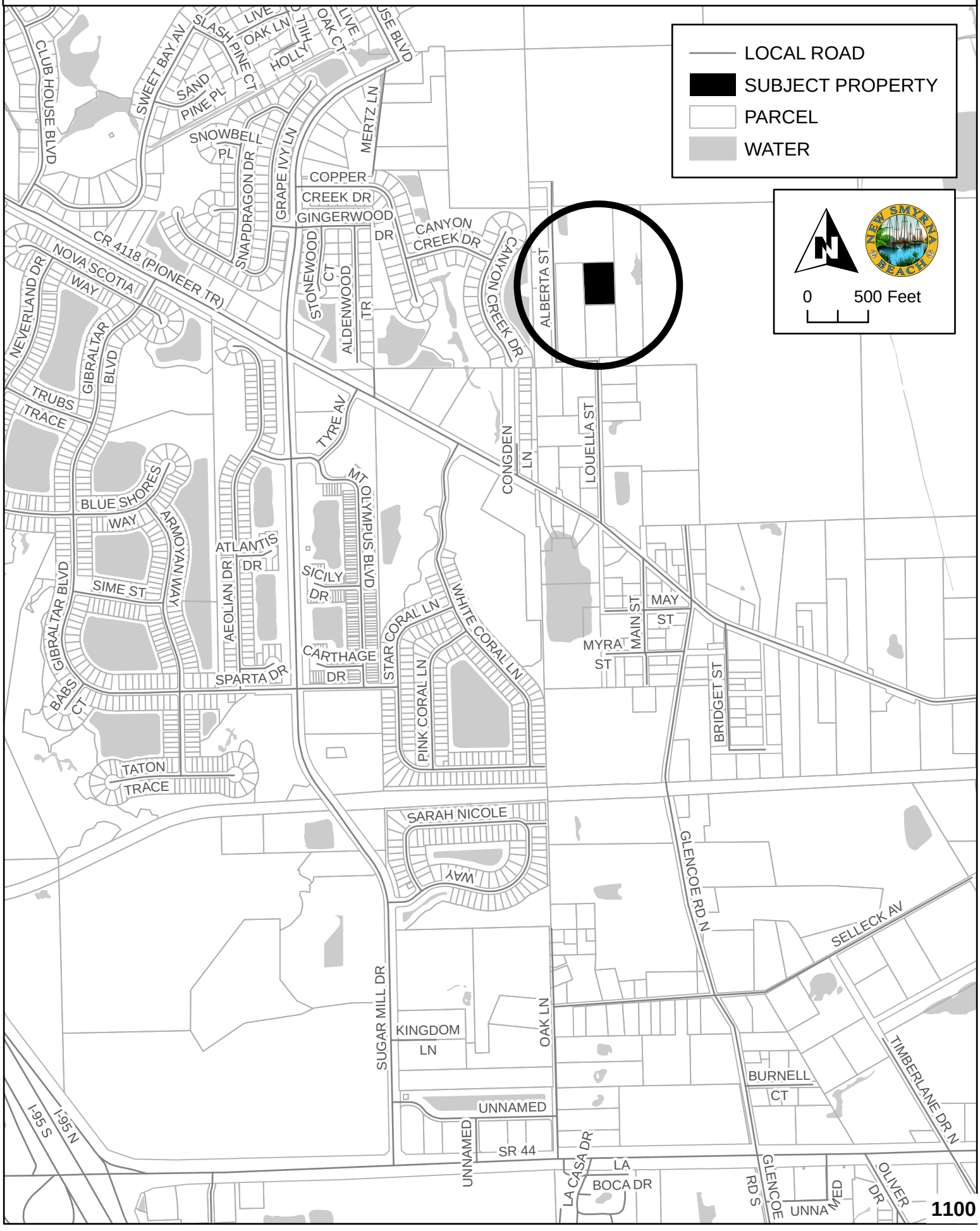
Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing Land Use Map.pdf
Exhibit D Water and Sewer Service Area.pdf
Exhibit E Soil Limitation for Septic Systems.pdf

Exhibit F Commission Zones Map.pdf
Exhibit G Interlocal Service Boundary Agreement Map.pdf
Exhibit H Legal Description.pdf
Exhibit I Warranty Deed.pdf
Business Impact Estimate - Ord 60-26 6 Alberta St (Annex).pdf
Ord 60-26 Annexation Alberta St.pdf

A-9-26: ALBERTA STREET
PARCEL: 7314-00-00-0237 LOCATION MAP

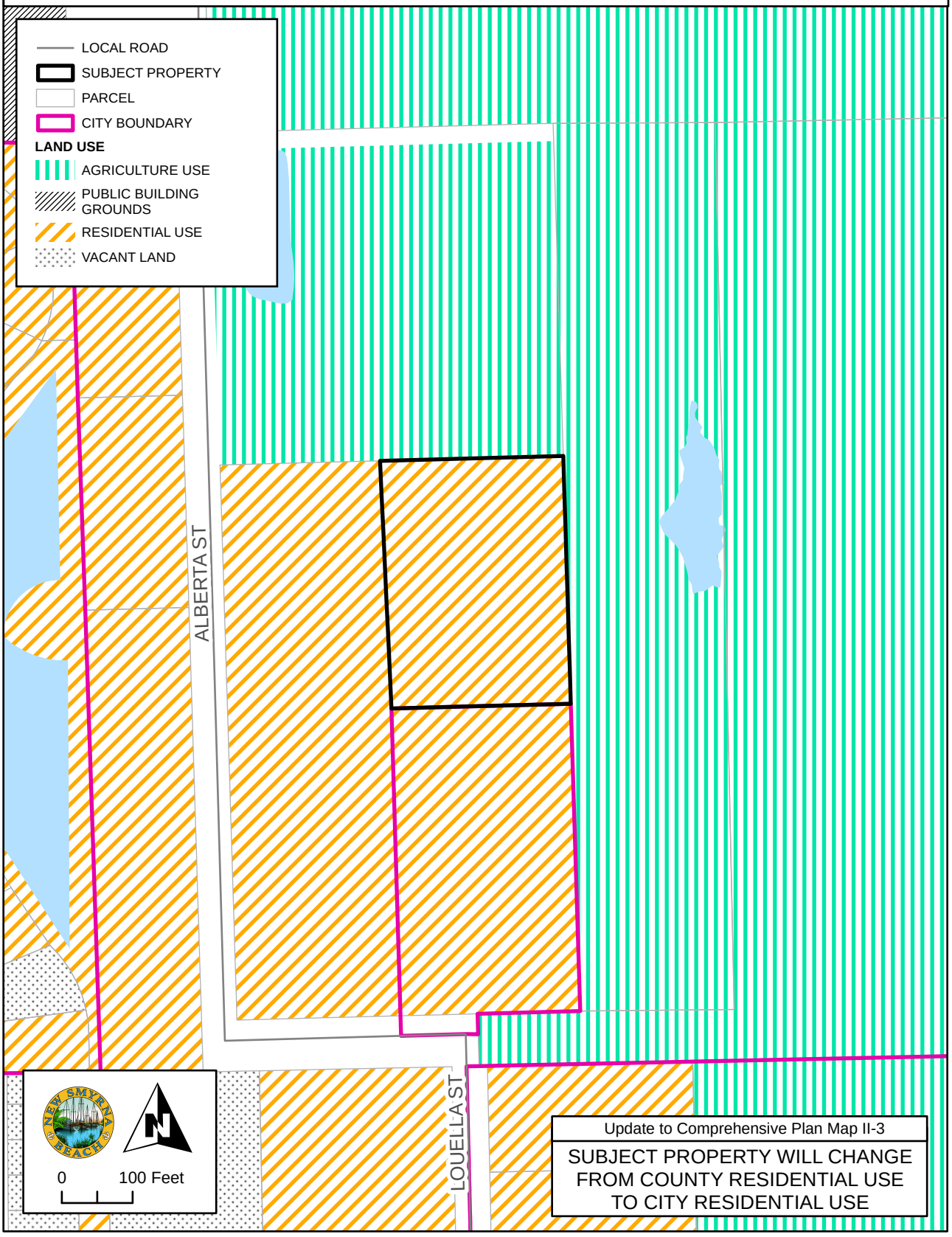


A-9-26: ALBERTA STREET
PARCEL: 7314-00-00-0237 AERIAL MAP



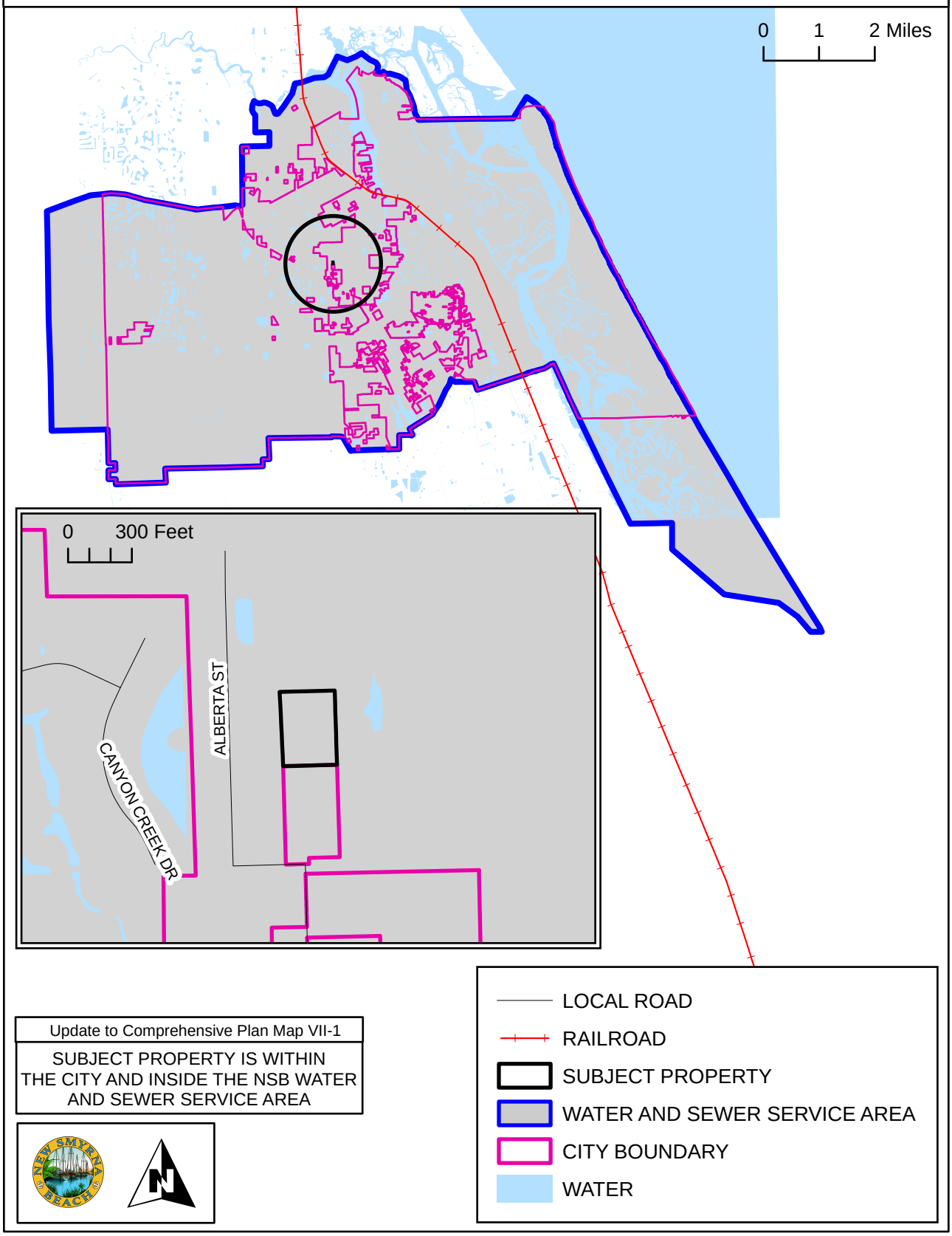
EXISTING LAND USE DESIGNATIONS

A-9-26



WATER AND SEWER SERVICE AREA

A-9-26

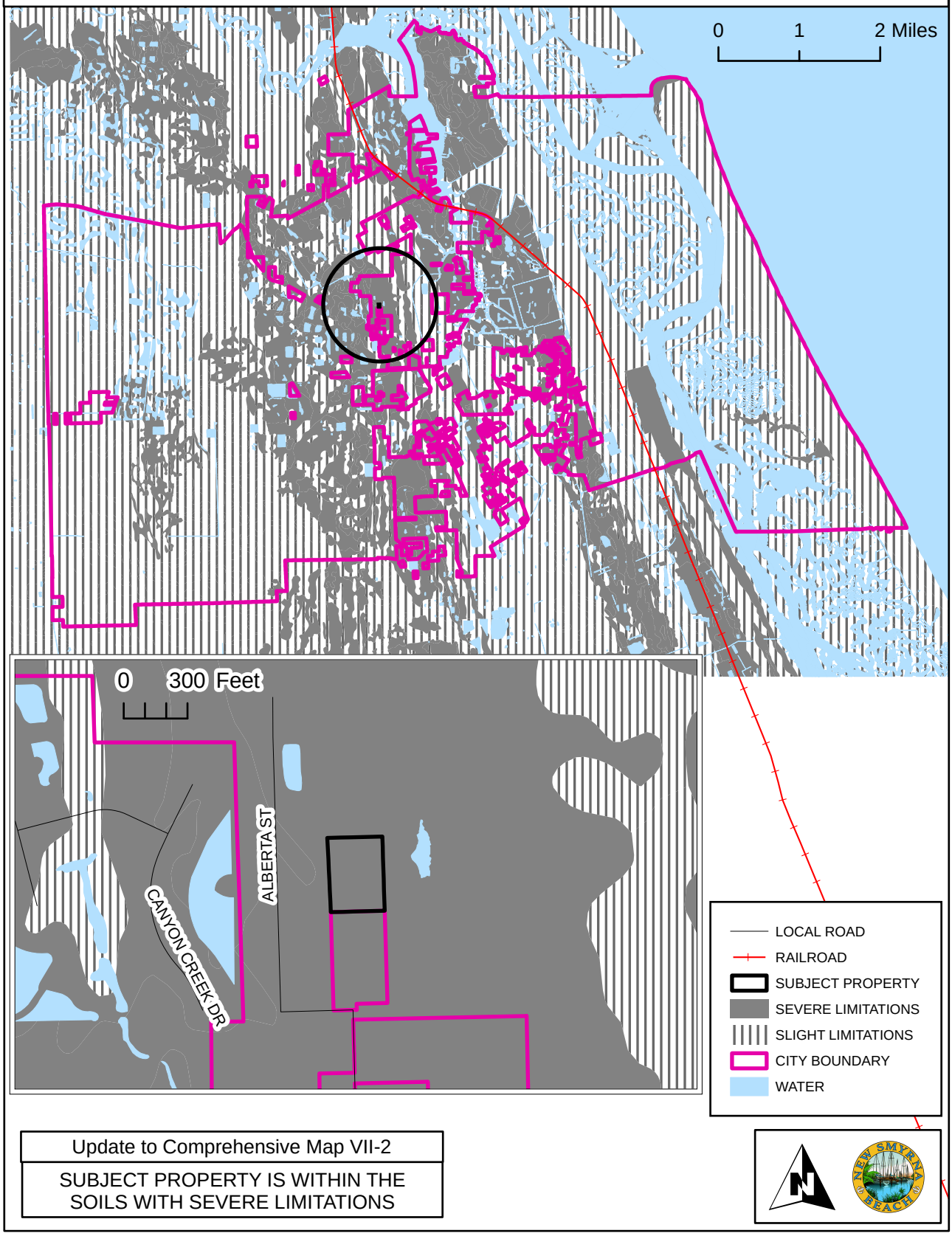


Update to Comprehensive Plan Map VII-1

SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-9-26

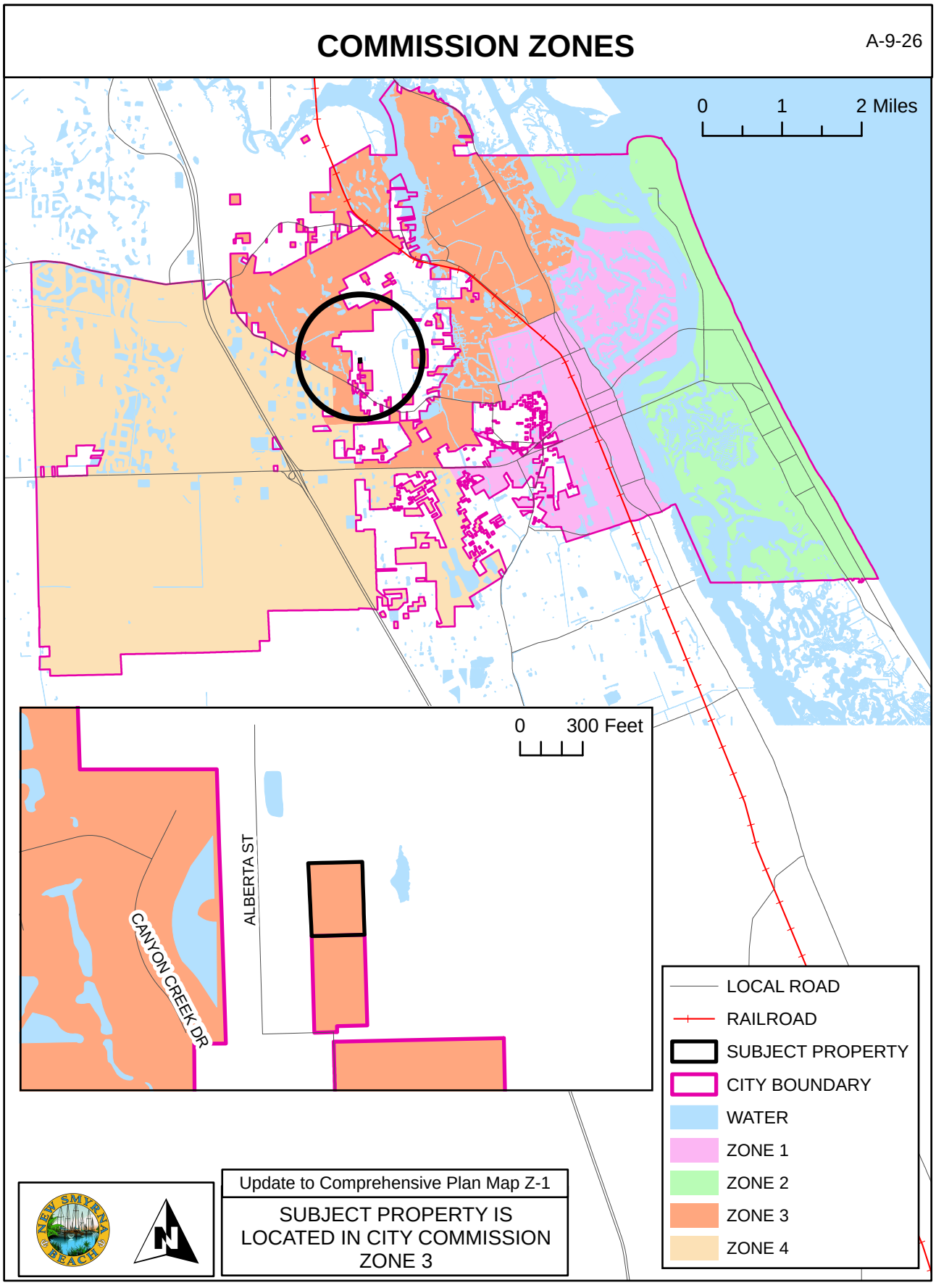


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SEVERE LIMITATIONS

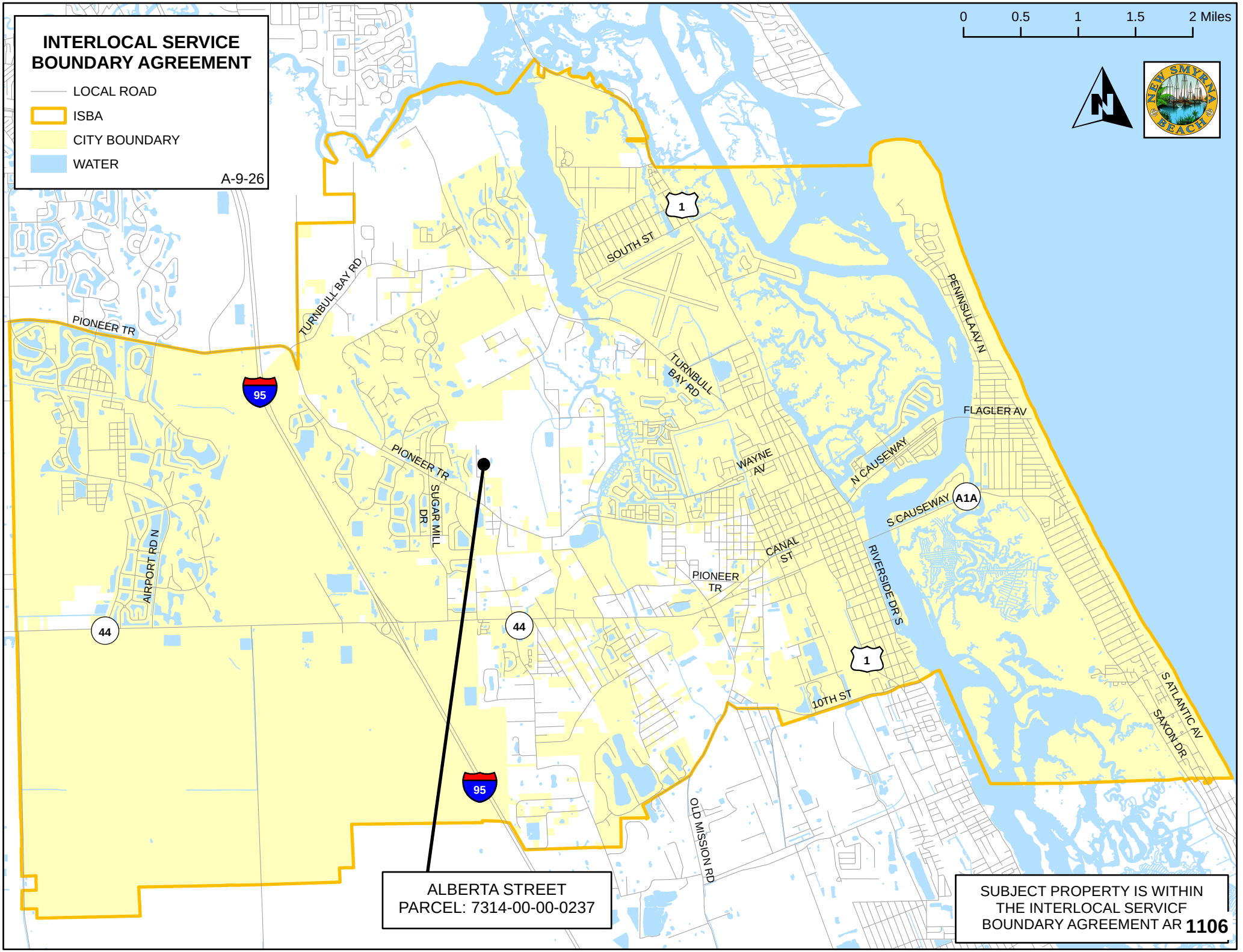
COMMISSION ZONES

A-9-26



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 3


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-9-26
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
N CAUSEWAY
S CAUSEWAY
A1A
WAYNE AV
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION RD
95
44
1
ALBERTA STREET
PARCEL: 7314-00-00-0237
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 1106

LEGAL DESCRIPTION

Address:
Alberta Street, New Smyrna Beach, Florida 32168

Parcel Number
7314-00-00-0237

AltKey Number:
8032762

Metes and Bounds by Glenn D. Storch P.A.:

Land in the NW One-Quarter (1/4), of the NW One-Quarter (1/4), Section 14, Township 17 South, Range 33 East, Volusia County, Florida and being more particularly described as follows:

Commence at the Northwest Corner, (Certified Document #0004157), Section 14, Township 17 South, Range 33 East, Volusia County, Florida; Thence Run South Along the Westerly Line of said Section 14, Assuming a basis of Bearing of South 01°37'51" East, a Distance of 1319.43 feet to the Southwest Corner of the Northwest One-Quarter (1/4), of the Northwest One-Quarter (1/4), Section 14, Run South 88°26'36" East, a Distance of 899.70 feet, Thence North 01°37’22” West a Distance of 65.73 feet: Thence Run South 88°27’59" West a Distance of 231.00 feet; Thence North 01°37’22” West a Distance of 458.00 feet to the point of beginning, Thence South 88°27’59" West, a Distance of 253.31 feet; thence North 01°37'22” West, a Distance of 334.46 feet; Thence North 88°27’02" East, a Distance of 253.30 feet; Thence South 01°37'22" East, a Distance of 334.53 Feet to the Point of Beginning.

5/29/2026 10:20:11 AM Instrument #2026096291 #1 Book:8858 Page:4708
Doc Stamps $1,400.00 Transfer Amt $200,000.00

Prepared by and return to:

Glenn D. Storch, P.A.
420 S. Nova Road
Daytona Beach, FL 32114
(386) 238-8383
File Number: **4458-2**
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 27th **day of May, 2026** between **Daniel Ponce de Leon and Jennifer Ponce de Leon, husband and wife,** whose post office address is **763 Alberta Street, New Smyrna Beach, FL 32168**, grantors, and **Nicole Shuler and Ryan Shuler** whose post office address is **736 Louella Street, New Smyrna Beach, FL 32168**, grantees:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situated, lying and being in **Volusia County, Florida** to-wit:

Land in the NW One-Quarter (1/4), of the NW One-Quarter (1/4), Section 14, Township 17 South, Range 33 East, Volusia County, Florida and being more particularly described as follows:
Commence at the Northwest Corner, (Certified Document #0004157), Section 14, Township 17 South, Range 33 East, Volusia County, Florida; Thence Run South Along the Westerly Line of said Section 14, Assuming a basis of Bearing of South 01°37'51" East, a Distance of 1319.43 feet to the Southwest Corner of the Northwest One-Quarter (1/4), of the Northwest One-Quarter (1/4), Section 14, Run South 88°26'36" East, a Distance of 899.70 feet, Thence North 01°37'22" West a Distance of 65.73 feet: Thence Run South 88°27'59" West a Distance of 231.00 feet; Thence North 01°37'22" West a Distance of 458.00 feet to the point of beginning, Thence South 88°27'59" West, a Distance of 253.31 feet; thence North 01°37'22" West, a Distance of 334.46 feet; Thence North 88°27'02" East, a Distance of 253.30 feet; Thence South 01°37'22" East, a Distance of 334.53 Feet to the Point of Beginning.

Parcel Number: 731400000230

The subject property is not the homestead nor is it contiguous to the homestead of the Grantors.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 12/31/2026.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness
Printed Name: Michelle Winship
P.O. Address: PO Box 490
NSB, FL 32170

Witness
Printed Name: Gregory A Reyalce
P.O. Address: 3088 Mueller Blvd
NSB - FL 32168

Daniel Ponce de Leon

Jennifer Ponce de Leon

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [_] online notarization, this 27 day of May, 2026 by Daniel Ponce de Leon and Jennifer Ponce de Leon who [X] are personally known or [_] have produced drivers' licenses as identification.

[Seal]

Notary Public
Print Name: Michelle Winship
My Commission Expires: _____

NOTARY PUBLIC STATE OF FLORIDA
MICHELLE WINSHIP
MY COMMISSION # HH 273192
EXPIRES: October 6, 2026

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 60-26 Annexing - Alberta 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):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

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):
[*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.*).

None

ORDINANCE NO. 60-26

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH ANNEXING 2± ACRES OF PROPERTY GENERALLY LOCATED EAST OF ALBERTA STREET, NORTH OF 736 LOUELLA STREET; PROVIDING FOR REDEFINING BOUNDARIES OF THE CITY; DESIGNATING THE PROPERTY WITHIN COMMISSION ZONE 3; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR REQUIRED FILINGS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Nicole and Ryan Shuler, 736 Louella Street, New Smyrna Beach, FL 32168, applicants and property owners, have requested the annexation of 2± acres of property generally located east of Alberta Street, north of 736 Louella Street; and

WHEREAS, the Planning and Zoning Board, at its regularly scheduled meeting on September 14, 2026, by a vote of 7-0, recommended that the City Commission approve the requested annexation; and

WHEREAS, the City Commission of the City of New Smyrna Beach is desirous of annexing the real property described in the first paragraph above, and the City Commission hereby finds and determines that the petition for annexation bears the signature of the owner of the property in the area proposed to be annexed, and the property is within the Interlocal Service Boundary Agreement area.

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

SECTION 1: ***Annexation.*** That the real property is located in Volusia County, State of Florida, legally described as:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND LOCATION MAP ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

and to the centerline of all surrounding rights-of-way shall be and the same is hereby annexed into the City of New Smyrna Beach and made a part hereof pursuant to §171.044(1)-(2) and §171.204, F.S.

SECTION 2: ***Boundary Adjustment.*** That the boundary lines of the City of New Smyrna Beach shall be and the same are hereby redefined and shall hereinafter read as follows:

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

SECTION 3: ***Commission Zone.*** That the real properties annexed shall become a part of Zone 3. New Smyrna Beach Charter, §3.07.

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

SECTION 4: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on October 27, 2026, at 5:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published once a week for two consecutive weeks and provided to the County Council by certified mail is deemed to comply with Section 171.044, F.S.

SECTION 5: ***Filing.*** That within SEVEN (7) days after adoption, this ordinance shall be filed by the City Clerk with the Clerk of the Circuit Court, the County Manager and the Florida Department of State. The City Clerk shall file with this ordinance a map which clearly shows the annexed area and a complete legal description of that area by metes and bounds. §171.044(3), F.S.

SECTION 6: ***Charter Revisions to the Department of State***. The Charter Boundary Article shall be revised to reflect the changes in the municipal boundaries resulting from this annexation and shall be filed as a revision of the City Charter with the Florida Department of State within THIRTY (30) days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area. §171.091, F.S.

SECTION 7: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 8: ***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 9: ***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 10: ***Effective Date.*** That this ordinance shall become effective 60 days after its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 9/29/2026

EXHIBIT "A"

LEGAL DESCRIPTION

Address:
Alberta Street, New Smyrna Beach, Florida 32168

Parcel Number
7314-00-00-0237

AltKey Number:
8032762

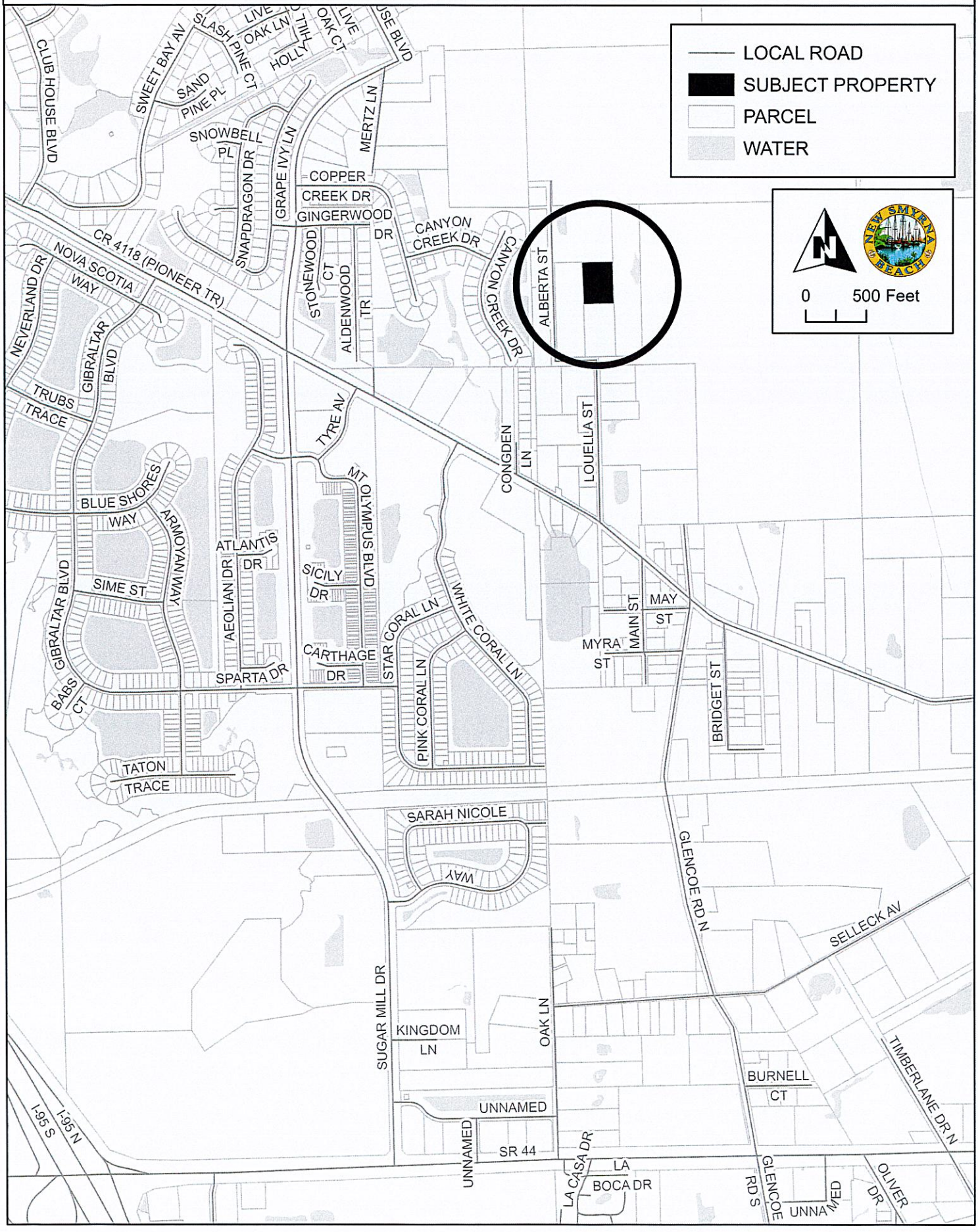
Metes and Bounds by Glenn D. Storch P.A.:

Land in the NW One-Quarter (1/4), of the NW One-Quarter (1/4), Section 14, Township 17 South, Range 33 East, Volusia County, Florida and being more particularly described as follows:

Commence at the Northwest Corner, (Certified Document #0004157), Section 14, Township 17 South, Range 33 East, Volusia County, Florida; Thence Run South Along the Westerly Line of said Section 14, Assuming a basis of Bearing of South 01°37'51" East, a Distance of 1319.43 feet to the Southwest Corner of the Northwest One-Quarter (1/4), of the Northwest One-Quarter (1/4), Section 14, Run South 88°26'36" East, a Distance of 899.70 feet, Thence North 01°37'22" West a Distance of 65.73 feet: Thence Run South 88°27'59" West a Distance of 231.00 feet; Thence North 01°37'22" West a Distance of 458.00 feet to the point of beginning, Thence South 88°27'59" West, a Distance of 253.31 feet; thence North 01°37'22" West, a Distance of 334.46 feet; Thence North 88°27'02" East, a Distance of 253.30 feet; Thence South 01°37'22" East, a Distance of 334.53 Feet to the Point of Beginning.

EXHIBIT "A"

A-9-26: ALBERTA STREET
PARCEL: 7314-00-00-0237 LOCATION MAP



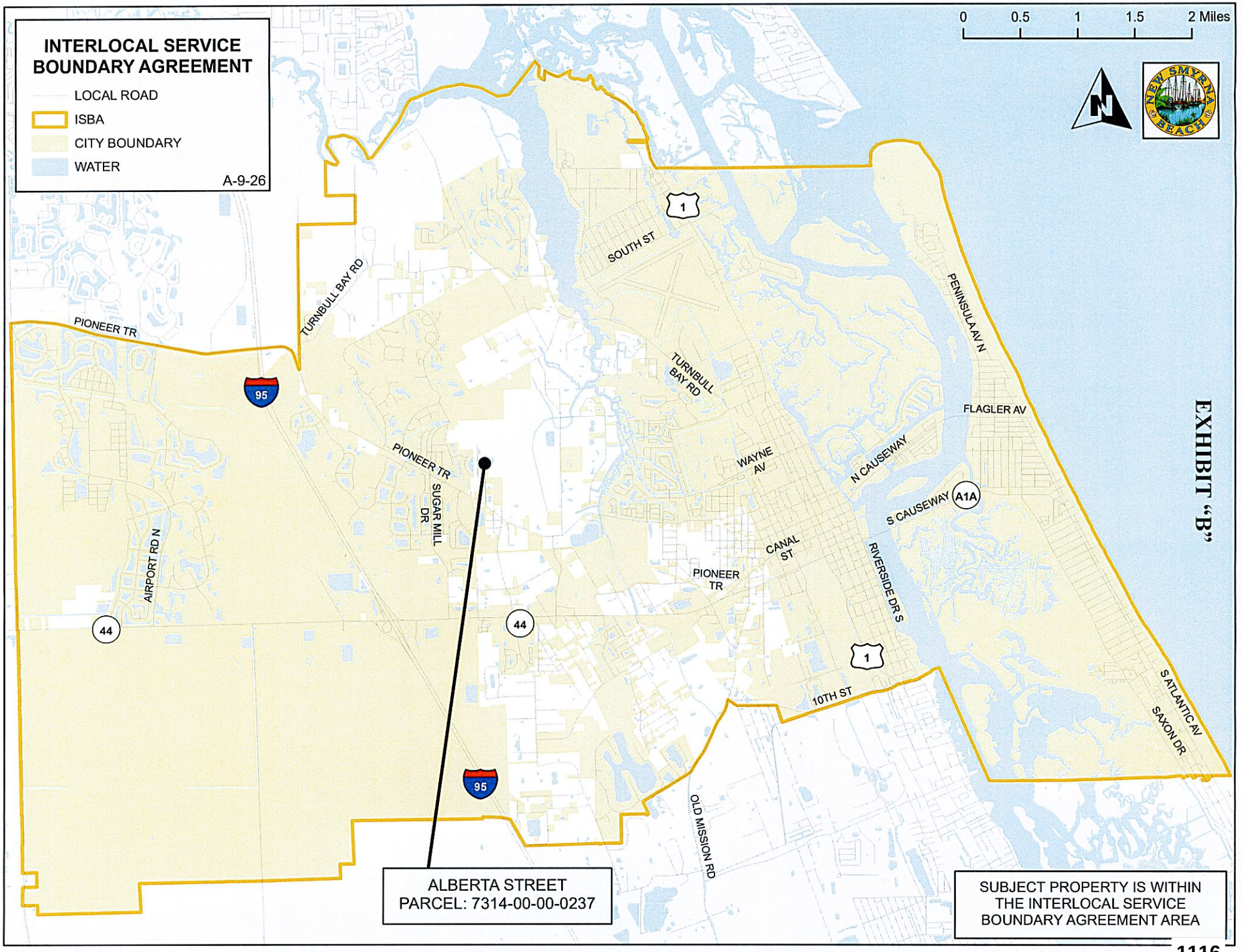
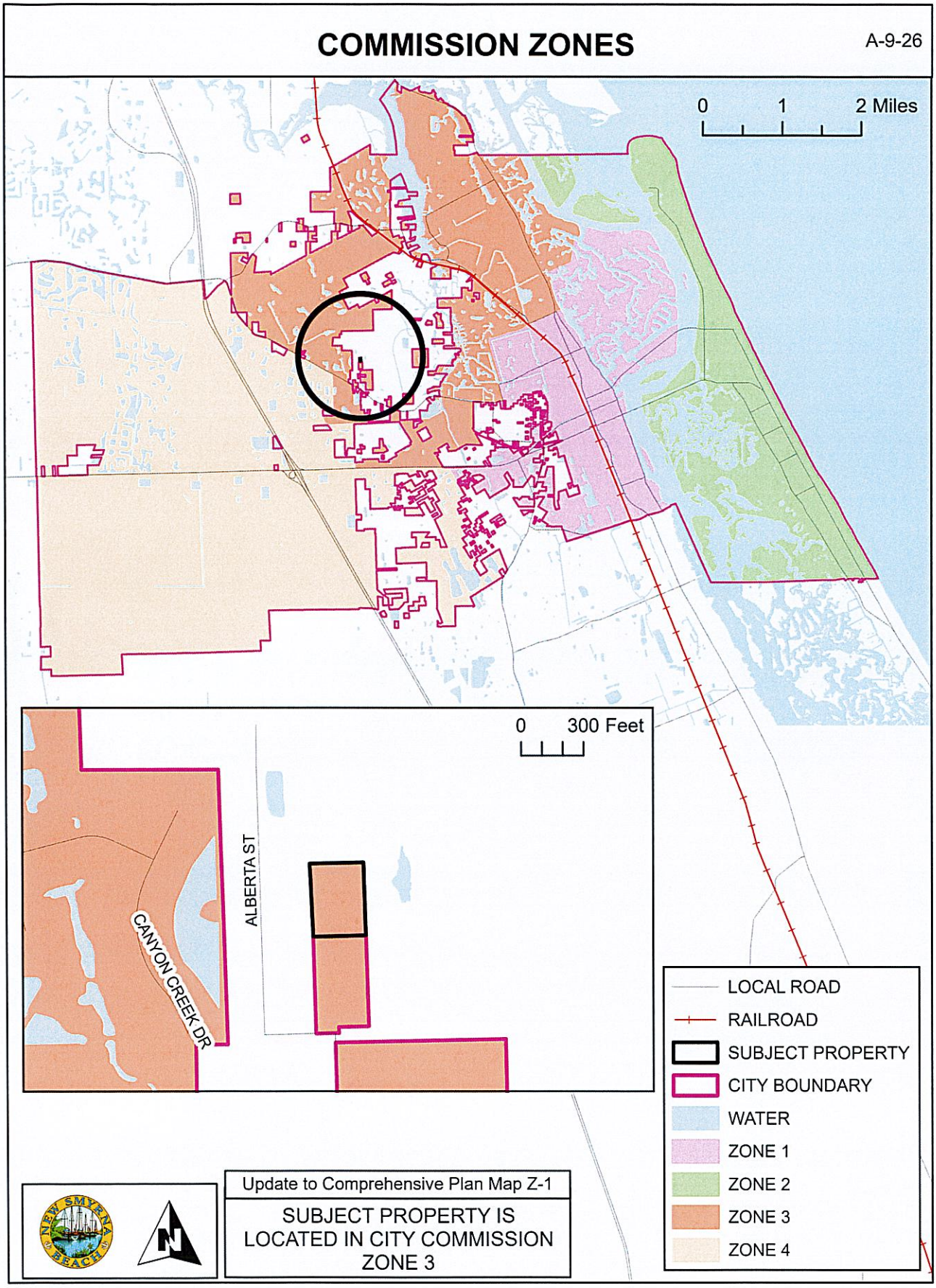

INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-9-26
0 0.5 1 1.5 2 Miles
EXHIBIT "B"
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
N CAUSEWAY
S CAUSEWAY
A1A
WAYNE AV
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION RD
95
44
1
ALBERTA STREET
PARCEL: 7314-00-00-0237
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT AREA

EXHIBIT "C"


COMMISSION ZONES
A-9-26
0 1 2 Miles
0 300 Feet
ALBERTA ST
CANYON CREEK DR
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 3

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 61-26: 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 RURAL ON APPROXIMATELY 1.94 ± ACRES OF LAND LOCATED AT THE CORNER OF ALBERTA STREET AND LOUELLA STREET AS PART OF AN OVERALL ANNEXATION APPLICATION.

October 27, 2026

Background:

Applicants and Property Owners: Nicole and Ryan Shuler, 736 Louella Street, New Smyrna Beach, Florida 32168.

Request: Small Scale *Comprehensive Plan* amendment:

- **From:** Volusia County Future Land Use (FLU) category of Rural.
- **To:** City Future Land Use category of Rural.

Site Information:

- **Size:** 1.94 ± acres.
- **Location:** Between Louella Street and Alberta Street, north of 736 Louella Street.
- **Tax I.D. Number:** 7314-00-00-0237.

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. A new agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Alberta Street is undeveloped. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**.

The existing Volusia County Future Land Use (FLU) category of the subject property is shown on the following map as **Exhibit C**. The text description of the existing Future Land

Use category for the subject property is attached as **Exhibit D**. Existing land uses are shown on the map attached as **Exhibit E**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use categories and zoning designations that would be as similar as possible to existing County categories and designations. As discussed above, the existing County FLU category is Rural. The existing County zoning designation is A-3, Transitional Agriculture. The proposed City FLU category is Rural. The proposed City zoning designation is A-3, Transitional Agriculture. A text description of the proposed City Rural Future Land Use category is attached as **Exhibit F,** with a map of this proposed change also attached as **Exhibit G**.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit H).** The parcel on Alberta Street does not have direct access to water, central sewer, or reclaim services. A map of the soil limitations for septic systems is attached as **Exhibit I**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property on Alberta Street is undeveloped with no increased allowable density proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

There are numerous *Comprehensive Plan* maps that must be amended to incorporate the subject property into the *Comprehensive Plan* (see **Exhibits J through V)**. A map showing the subject properties incorporated into Commission Zone 3 is attached as **Exhibit W**. The ISBA map is attached as **Exhibit X**. The legal description and Warranty Deed are attached as **Exhibits Y** and **Z**.

Recommendations:

At its regular scheduled meeting on September 14, 2026, the Planning and Zoning Board voted, 7-0, to give a positive recommendation to the City Commission to **approve** the requested Small-Scale *Comprehensive Plan* amendment amending the Future Land Use to City Rural as part of an overall annexation application.

The Planning Department also recommends the City Commission to **approve** the requested Small-Scale *Comprehensive Plan* amendment amending the Future Land Use to City Rural as part of an overall annexation application.

Fiscal Analysis:
N/A

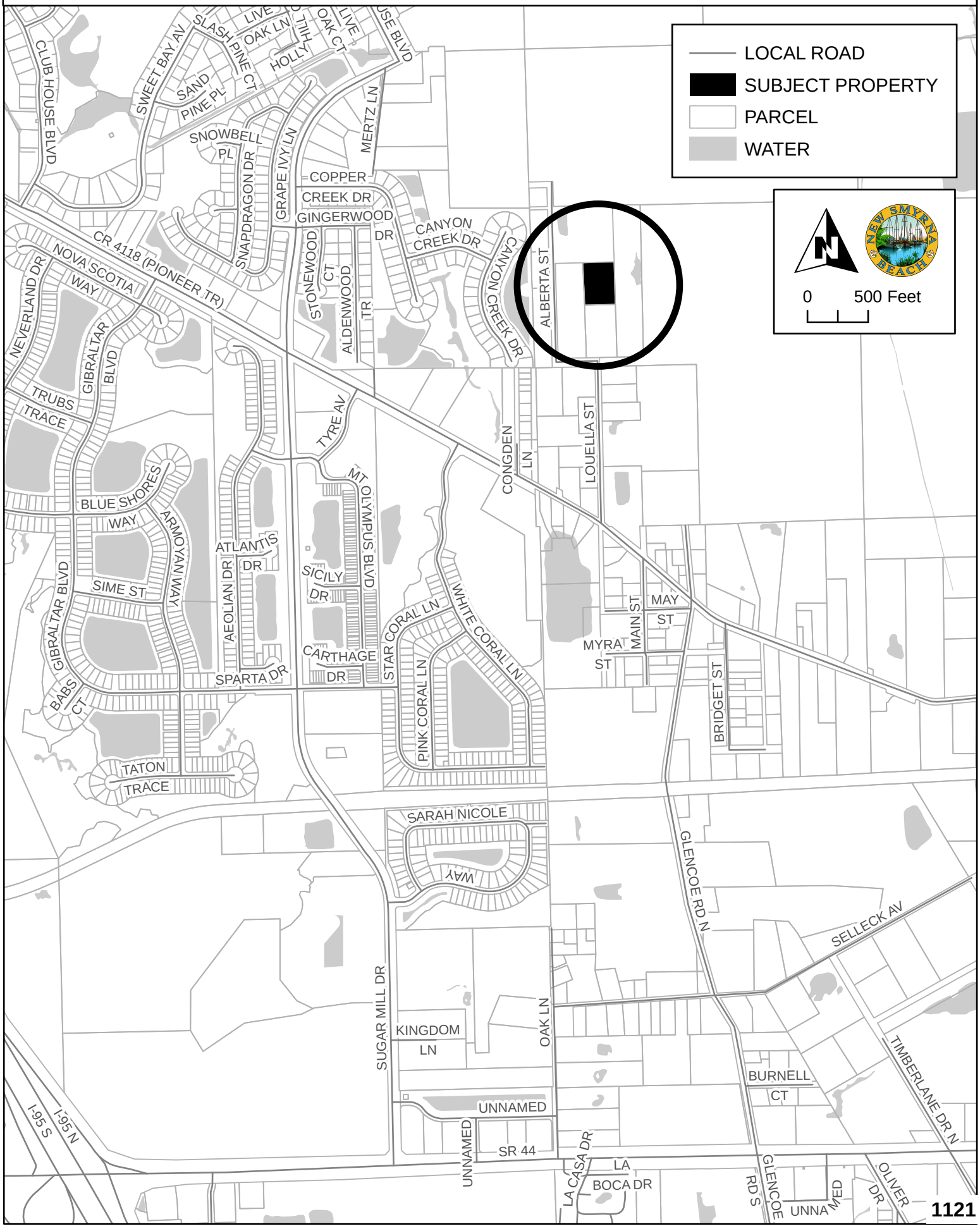
Strategic Plan Item:
Yes

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing FLU Map.pdf
Exhibit D County Rural Text.pdf
Exhibit E Existing Land Use Map.pdf
Exhibit F City Rural FLU Text.pdf
Exhibit G Proposed FLU Map.pdf
Exhibit H Water and Sewer Service Area.pdf
Exhibit I Soil Limitation for Septic Systems.pdf
Exhibit J Airport Runway Protection Zones.pdf
Exhibit K Bicycle and Pedestrian Facilities.pdf
Exhibit L Boat Slip Siting.pdf
Exhibit M City Parks.pdf
Exhibit N Coastal High Hazard Areas.pdf
Exhibit O Evacuation Routes.pdf
Exhibit P Existing Traffic Lanes - 2009.pdf
Exhibit Q Number of Traffic Lanes - 2025.pdf
Exhibit R Existing Level of Service - 2009.pdf
Exhibit S Level of Service - 2025.pdf
Exhibit T Flood Prone Areas.pdf
Exhibit U Neighborhood Map.pdf
Exhibit V Public Transit Routes.pdf
Exhibit W Commission Zones Map.pdf
Exhibit X Interlocal Service Boundary Agreement Map.pdf
Exhibit Y Legal Description.pdf
Exhibit Z Warranty Deed.pdf
Business Impact Estimate - Ord 61-26 Alberta St.pdf
Ord 61-26 Small Scale Alberta St.pdf

A-9-26: ALBERTA STREET
PARCEL: 7314-00-00-0237 LOCATION MAP

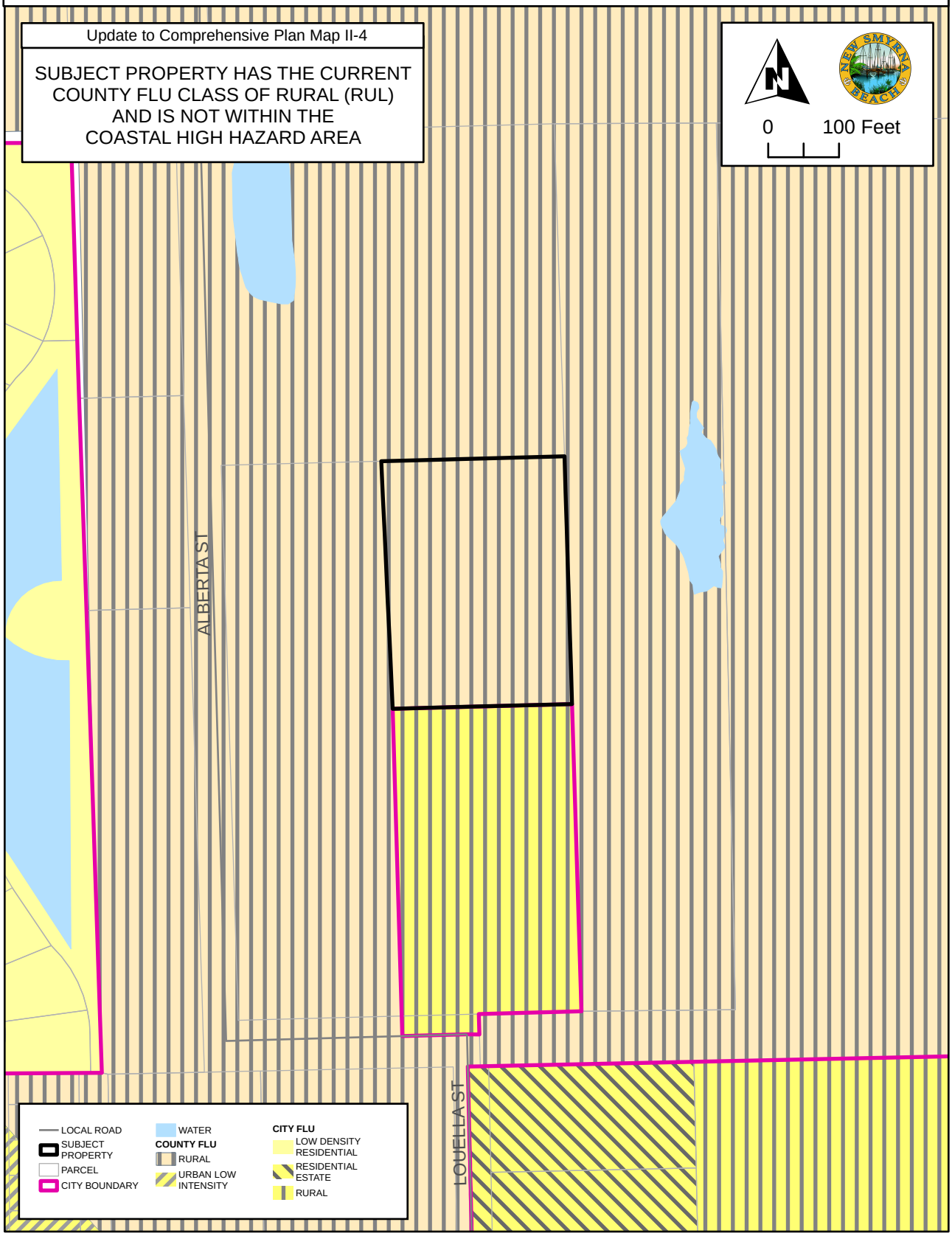


A-9-26: ALBERTA STREET
PARCEL: 7314-00-00-0237 AERIAL MAP



EXISTING FUTURE LAND USE DESIGNATIONS

A-9-26



Rural (R)

This designation consists of areas which are a mixture of agriculture and low density residential development. Rural areas provide two functions, the first being a transitional use between the agricultural and urban uses and the second would be a rural community which serves as the economic focal point of a small region. Rural areas should be developed in a manner consistent with the retention of agriculture and the protection of environmentally sensitive areas. Strict limitation of development in rural areas contributes to the efficient growth and operation of public services and facilities, thus ensuring the most effective use of public resources. The natural features and constraints will be the primary determinants in deciding whether or not an area is suitable for rural type development.

(1) Lands designated as rural shall be developed at a density of one (1) dwelling unit per five (5) acres. This density allowance may be increased under specific conditions as follows:

(a) The subject parcel is within six-hundred-and-sixty feet (660') of an existing subdivision with a density less than one (1) dwelling unit per five (5) acres. In this case the rural land may be developed at a similar density not to exceed one (1) dwelling unit per one (1) acre and with lot sizes similar and compatible with said qualifying subdivision.
(b) The subject parcel is adjacent to an urban land use. In this case the rural land may develop at a similar density not to exceed one (1) dwelling unit per one (1) acre, or intensity not to exceed a maximum Floor Area Ratio of twenty-five percent (0.25 FAR).
(c) In addition to the above conditions, the appropriateness of allowing densities less than one (1) dwelling unit per five (5) acres will also be subject to the following:

i. Compatibility of the proposed development in the context of existing uses, including the proximity of agricultural uses;
ii. Public facility capacity in the area, including the availability of paved public roads;
iii. Suitability for wells and septic tank usage (i.e. existence of hydric soils);
iv. The natural features of the subject parcel such as soils, vegetation, wildlife habitat and flood plain; and,
v. If applicable, consistency with Local Plans associated with this Element.

(2) There are two subcategories of the rural designation that address past development decisions. These subcategories are Rural Community and Rural Recreation. They are identified on the Special Rural Areas Map Series, presented in Appendix 1. These areas of intense or potentially intense development provide the mixed use concept to the rural areas. They help limit urban sprawl by providing services not necessarily found in remote rural areas thus reducing the number of trips out of these rural areas. Also allowing some limited urban type of development may help promote economic growth in the

rural areas as well. In designated Rural Communities and Rural Recreation areas where densities are greater than one (1) unit per acre, existing platted lots, undeveloped subdivisions, or other pre-existing developments shall be permitted subject to zoning requirements. However, any new development or subdivision of land shall have to comply with current County regulations.

(a) Rural Community - A rural community is characterized by a concentration of a permanent population, sometimes reaching over one-thousand (1,000) persons. These communities serve as the focal point for a specific neighborhood and generally contain existing lots less than one (1) acre in size. There may be commercial uses at a level to serve the immediate population. Commercial, retail and personal services may be allowed within the lower end of the range of what is can commonly be referred to as a neighborhood business (30,000 to 50,000 sq. ft. of gross leasable area) and shall not exceed a thirty-five percent Floor Area Ratio (0.35 FAR). The community commonly extends between one-half (½) to one (1) mile from the focal point which is usually the intersection of two rural roads. A rural community may retain the zoning classifications that exist at the time of adoption of the Comprehensive Plan. A change in zoning must be consistent with the overlying land use designation, however, if existing zoning is more intense than the land use designation, a change to a similar intensity zoning classification may be permitted (e.g., small lot single family residential to small lot mobile home). Existing agricultural operations shall be allowed even if currently zoned for nonagricultural uses.

The following areas are considered Rural Communities:

i Seville
ii Barberville
iii Volusia
iv Cassadaga
v DeLeon Springs
vi Emporia

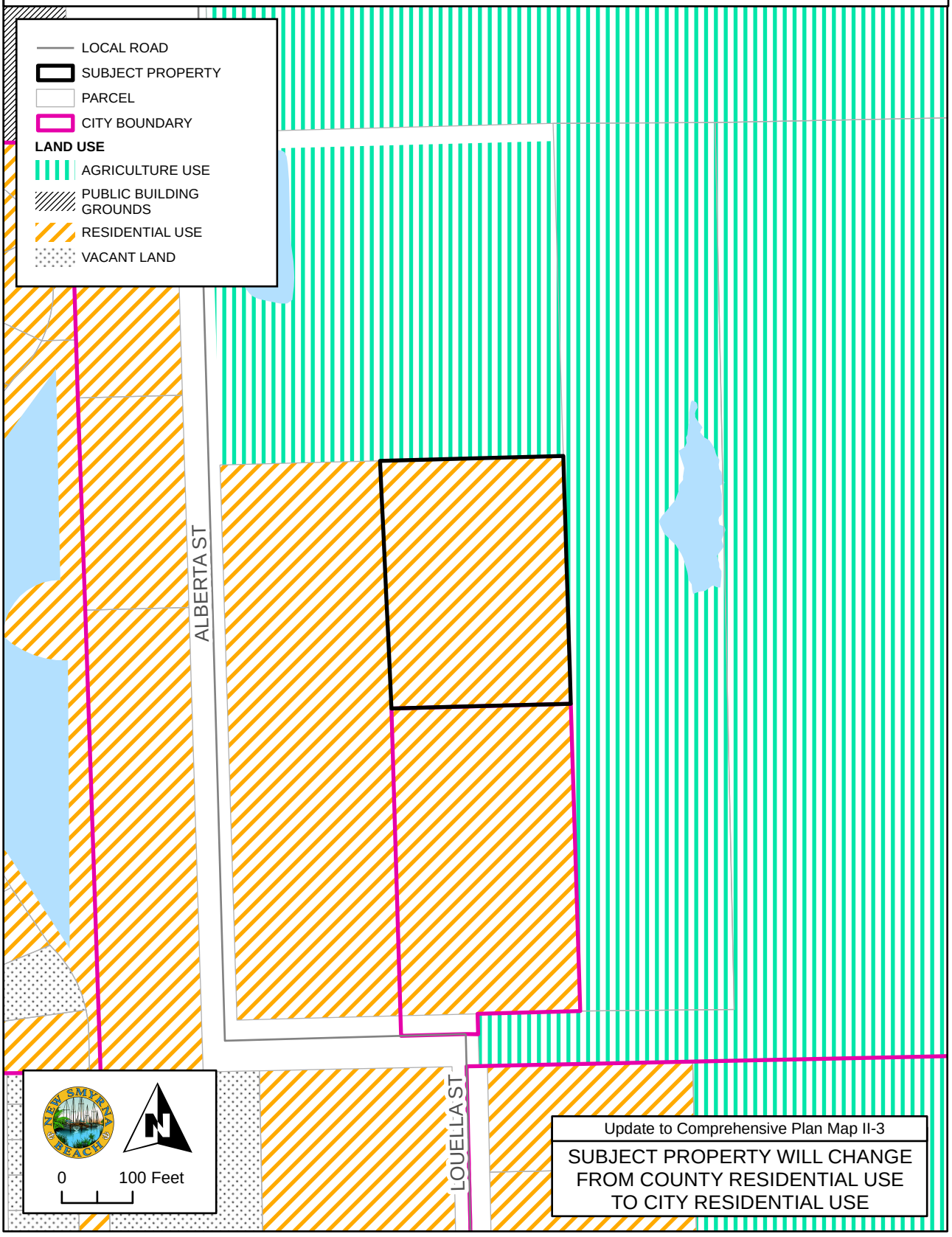
(b) Rural Recreation - Limited areas of intense use located in remote rural areas along the St. Johns River. These areas are used for launching and/or storing boats with areas available for camping (RV sites are included). These areas may also contain single and multi-family dwelling units, hotels, bait shops, restaurants, and gas stations. Many of them are commonly referred to as fish camps. This designation is intended to be treated in a similar manner as the Rural Community in that the existing zoning (at the time of the effective date of the Comprehensive Plan) may remain and be developed consistent with current land development regulations. New requests for zoning changes must be consistent with the Comprehensive Plan, as stated under Rural Community.

The following areas are considered Rural Recreation areas:

i Pine Island
ii Shell Harbor Estates
iii Volusia Bar
iv South Moon
v Paramore
vi Highland Park
vii Daisy Lake
viii Crows Bluff
ix St. Johns River Acres
x Lemon Bluff
xi Baxter Point
xii Lakeview
xiii St. Johns Gardens

EXISTING LAND USE DESIGNATIONS

A-9-26



RURAL

(Up to one [1] dwelling unit per five [5] acres or up to one [1] dwelling unit per acre) This category includes areas that may consist of agriculture land, undeveloped rural land, and large parcels of developed residential land. Areas designated with a Rural FLU category should be developed in a manner consistent with the retention of agriculture and rural lands, low-density residential and the protection of environmentally sensitive areas. Strict limitation of development in rural areas contributes to the efficient growth and operation of public services and facilities, thus ensuring the most effective use of Future Land Use Element public resources. The natural features and constraints will be the primary determinants in deciding whether or not an area is suitable for rural type development.

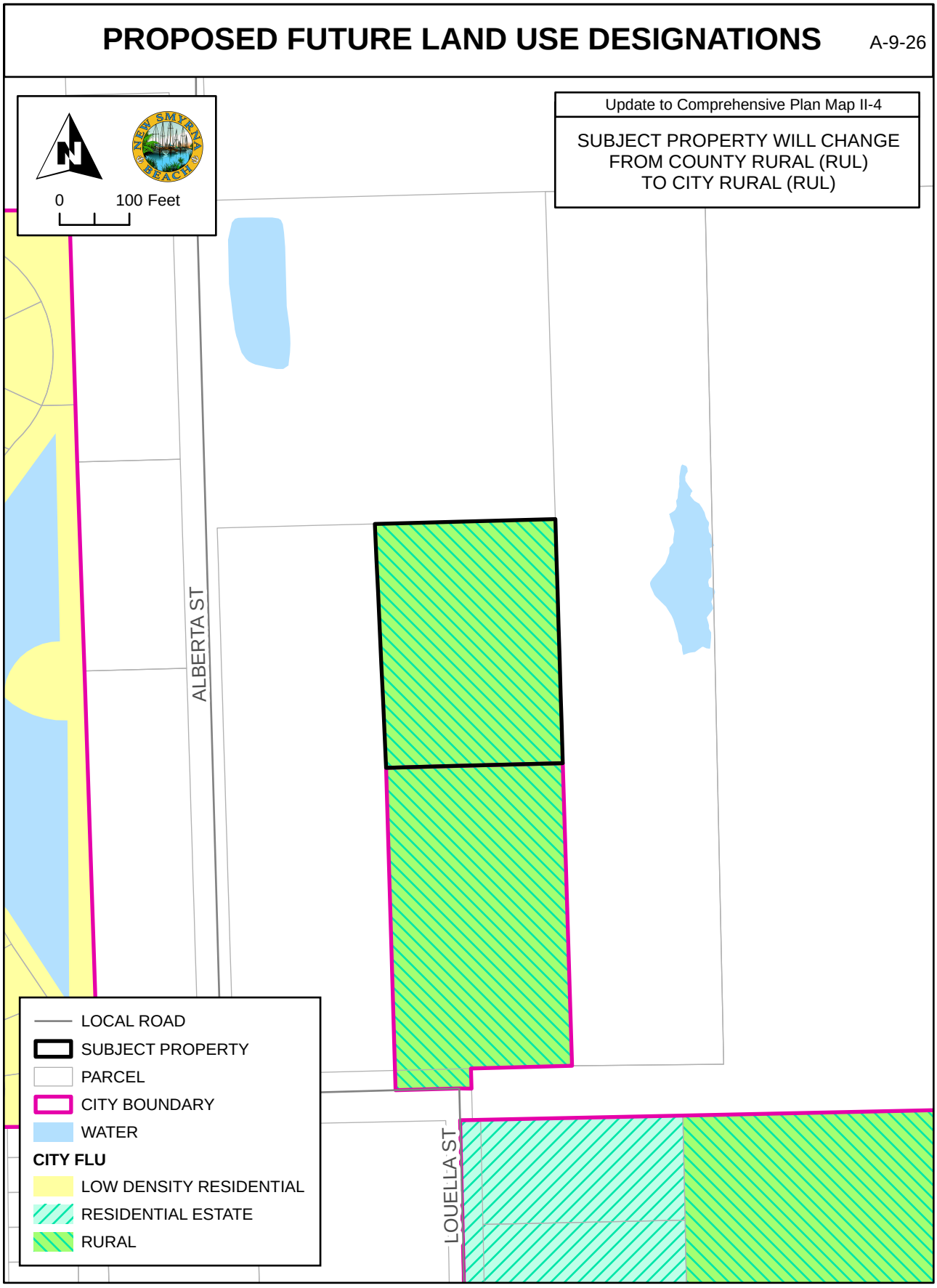
The Rural FLU designation may allow smaller lot sizes in clusters to protect environmentally sensitive land and upland buffers but shall not allow increase in density. Smaller cluster lots shall be allowed provided the clusters have large perimeter buffers to give the appearance of rural land from adjacent parcels and there is legal assurance that the property not included in the fee simple cluster lots are owned in common by the fee simple lot owners and will not be subsequently developed.

The density shall be determined as follows: Vacant parcels of land in the vicinity of existing exempt or approved platted subdivisions on or before April 3, 1990, with lot sizes from 1 unit per acre to 1 unit per 5 acres or vacant parcels of land immediately adjacent to an urban FLU category may be developed with similar density or lot sizes but not less than one (1) unit per acre. Only that portion of a parcel(s) that is within 660 feet from the above described existing exempt or approved subdivision or urban FLU category boundary, as of the adoption date of the Rural FLU category, is considered “in the vicinity.” Note: If a parcel that is “in the vicinity” is covered by more than fifty percent (50%) of the 660 feet extension, then the remaining portion of that parcel which is 10 acres or less is eligible for increased density.

Although the adjacency to the conditions described above allows for the potential of subdivisions with lots less than 5 acres in size, the actual lot size will be dependent upon the following: Compatibility of the proposed development will be viewed within the context of existing uses, public facility capacity in the area, suitability for wells and septic tank usage, and the natural features of the parcel in question, such as soils, vegetation, and floodplain. Vacant parcels or tracts of land that do not meet the preceding criteria or are in areas which have not been previously platted with lots less than 5 acres in size shall only be developed with lot sizes that are 5 acres or greater or in cluster developments at a density of no greater than one (1) unit per five (5) acres.

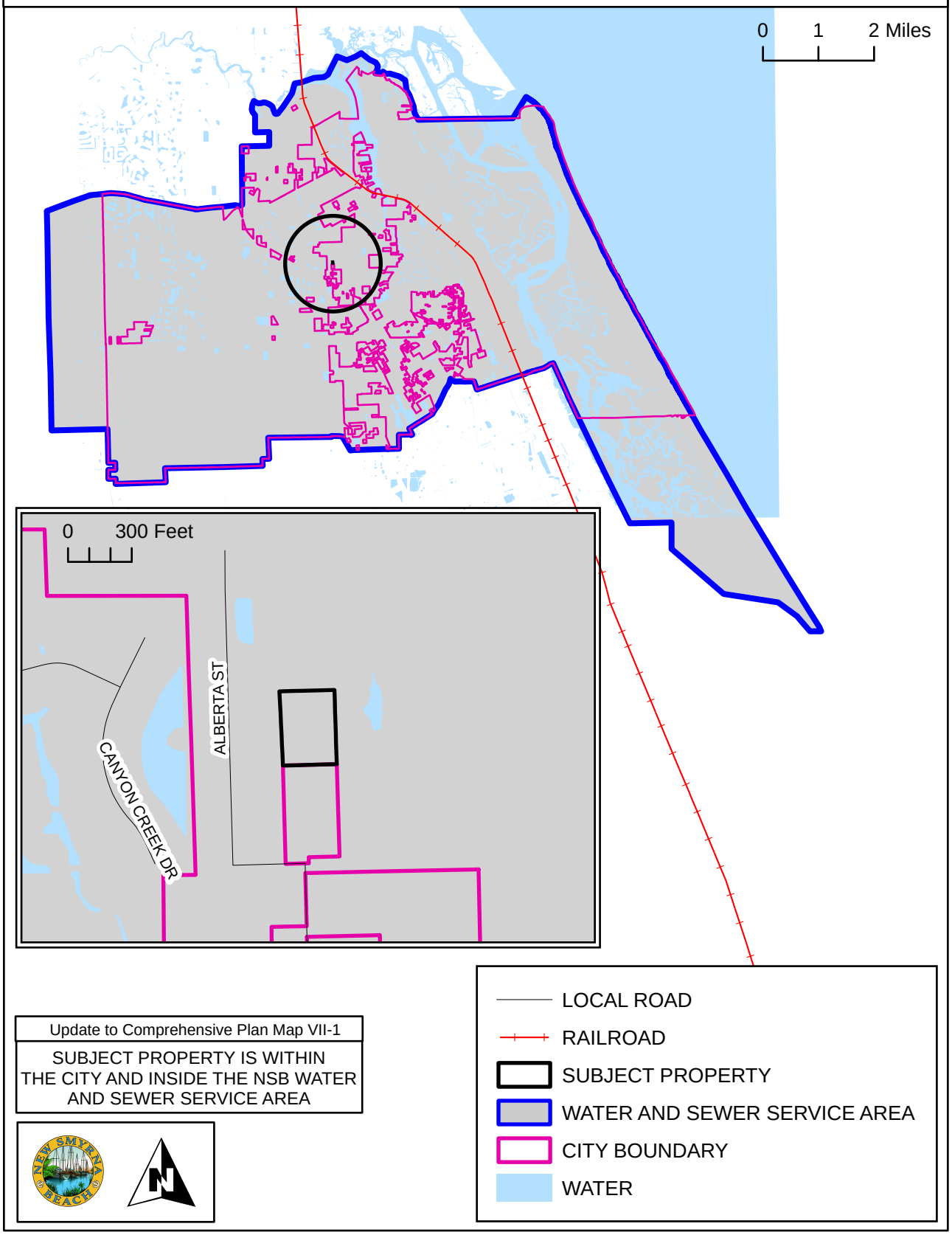
PROPOSED FUTURE LAND USE DESIGNATIONS

A-9-26



WATER AND SEWER SERVICE AREA

A-9-26

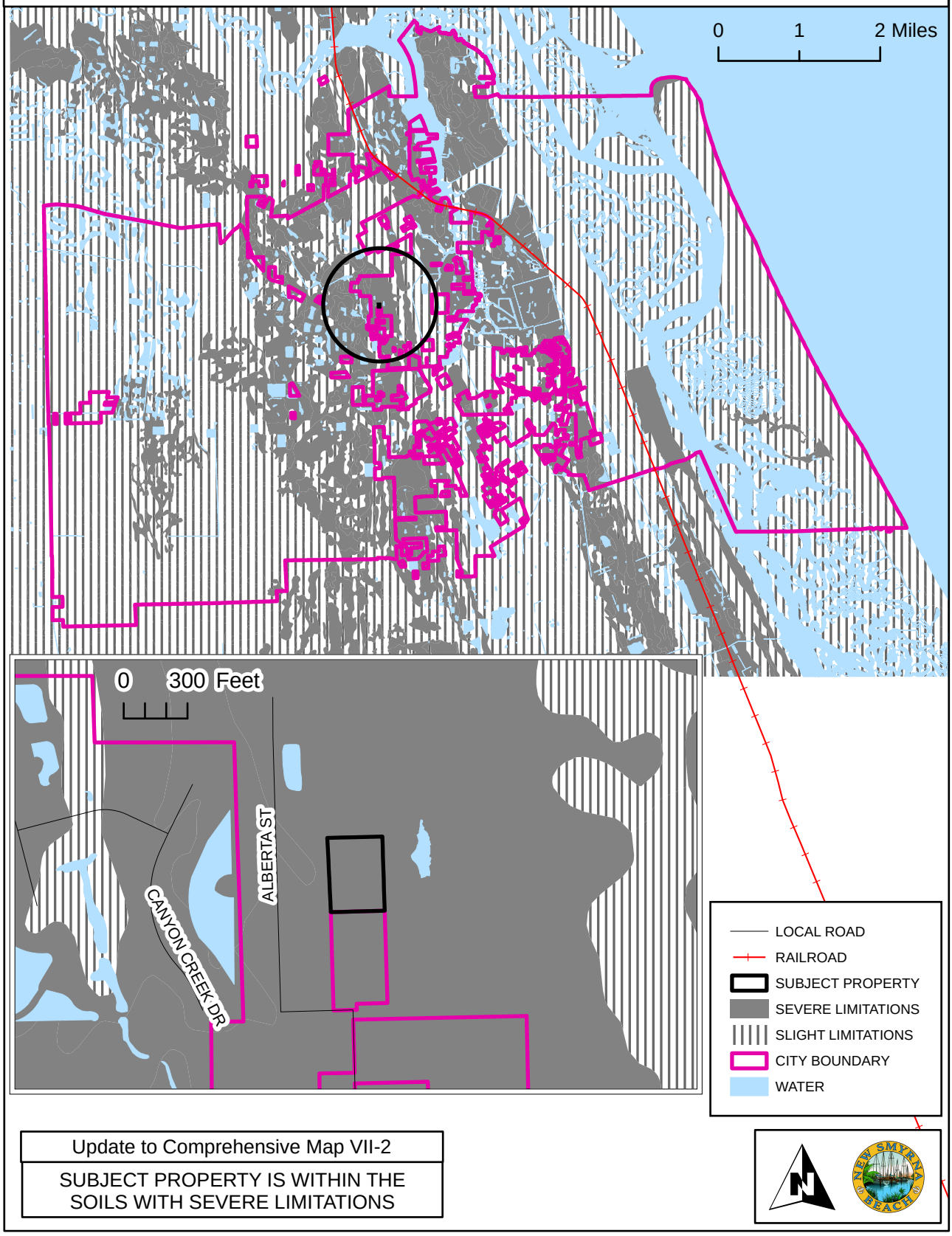


Update to Comprehensive Plan Map VII-1

SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-9-26

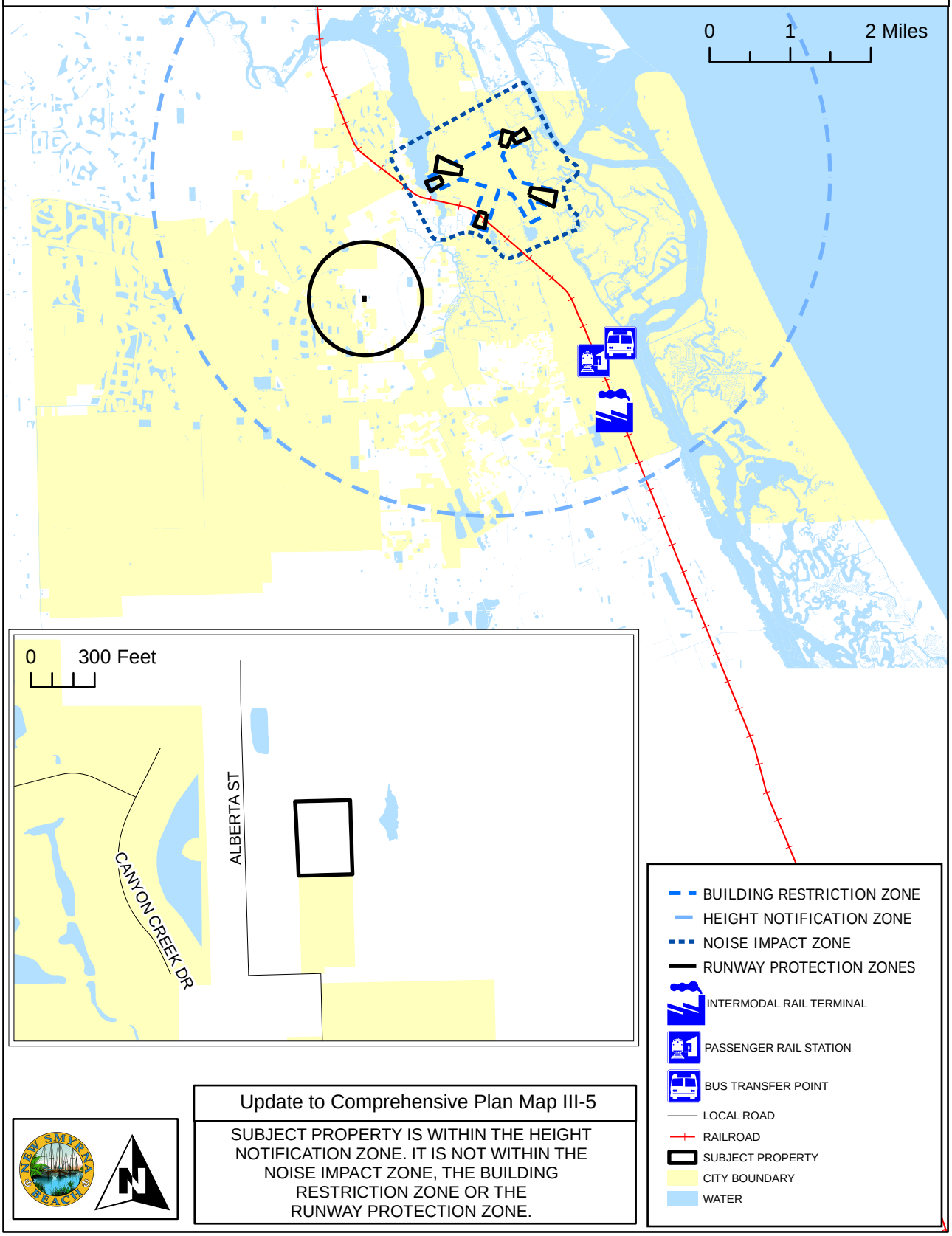


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SEVERE LIMITATIONS

AIRPORT RUNWAY PROTECTION ZONES

A-9-26

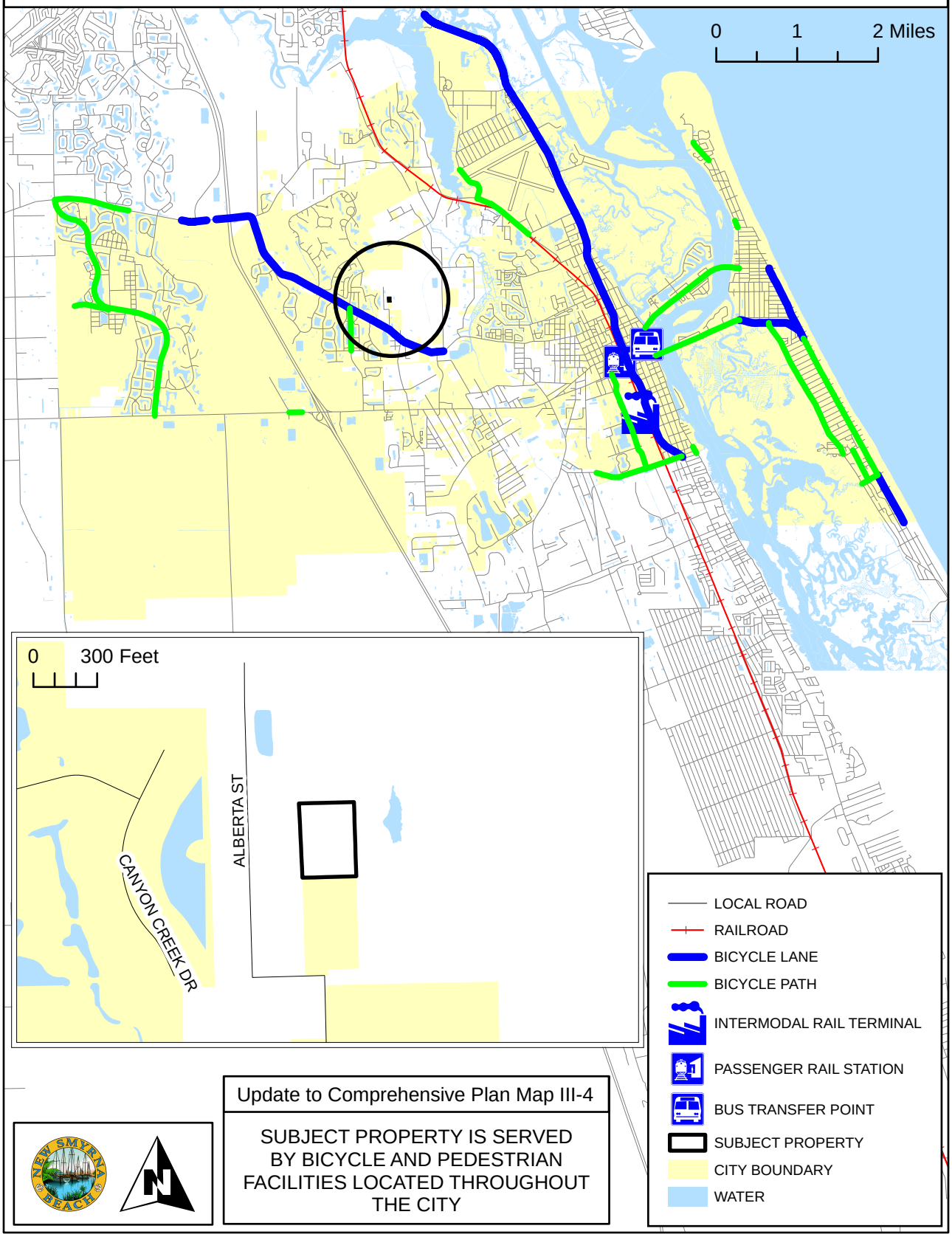


Update to Comprehensive Plan Map III-5

SUBJECT PROPERTY IS WITHIN THE HEIGHT NOTIFICATION ZONE. IT IS NOT WITHIN THE NOISE IMPACT ZONE, THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

BICYCLE AND PEDESTRIAN FACILITIES

A-9-26

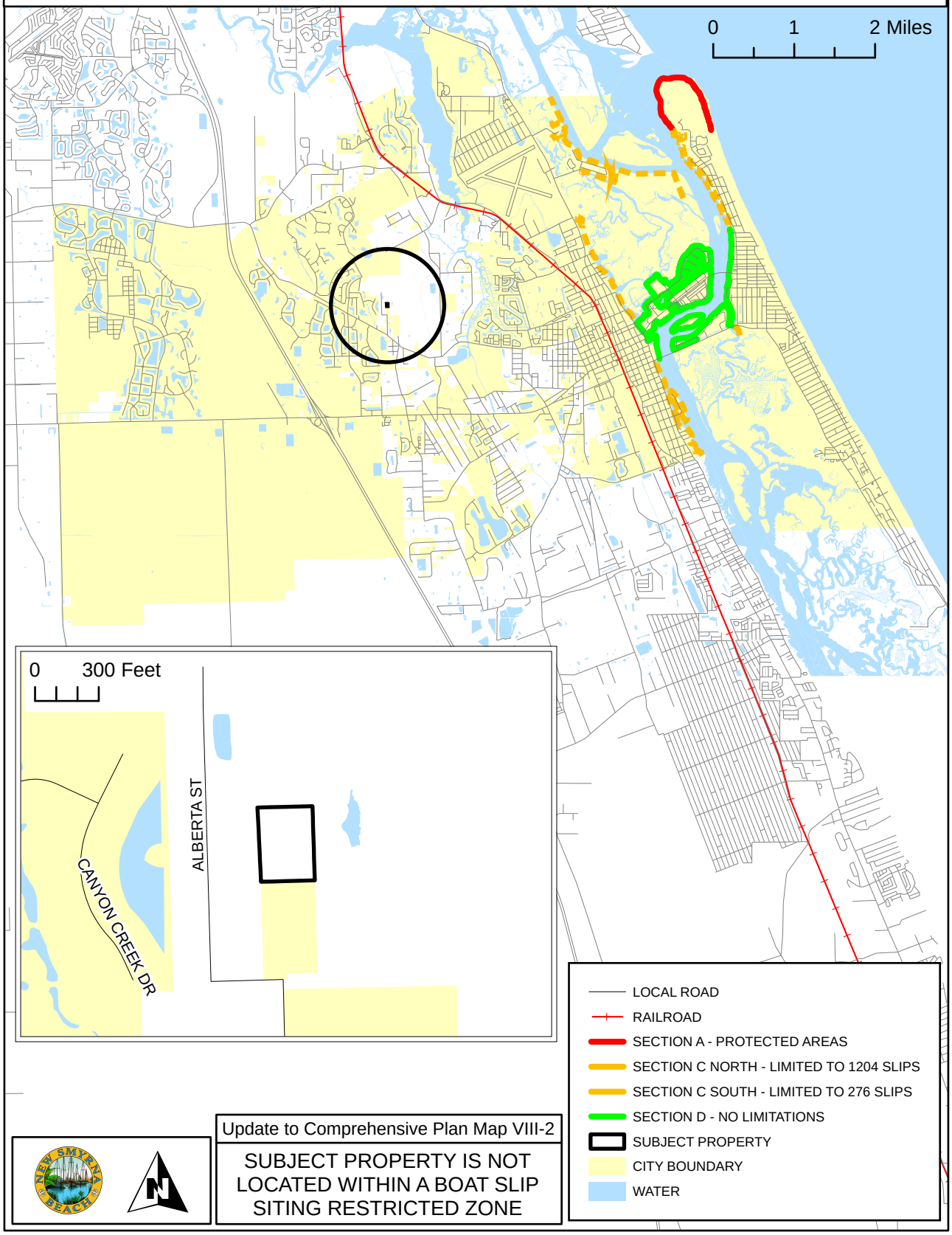


Update to Comprehensive Plan Map III-4

SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

BOAT SLIP SITING

A-9-26

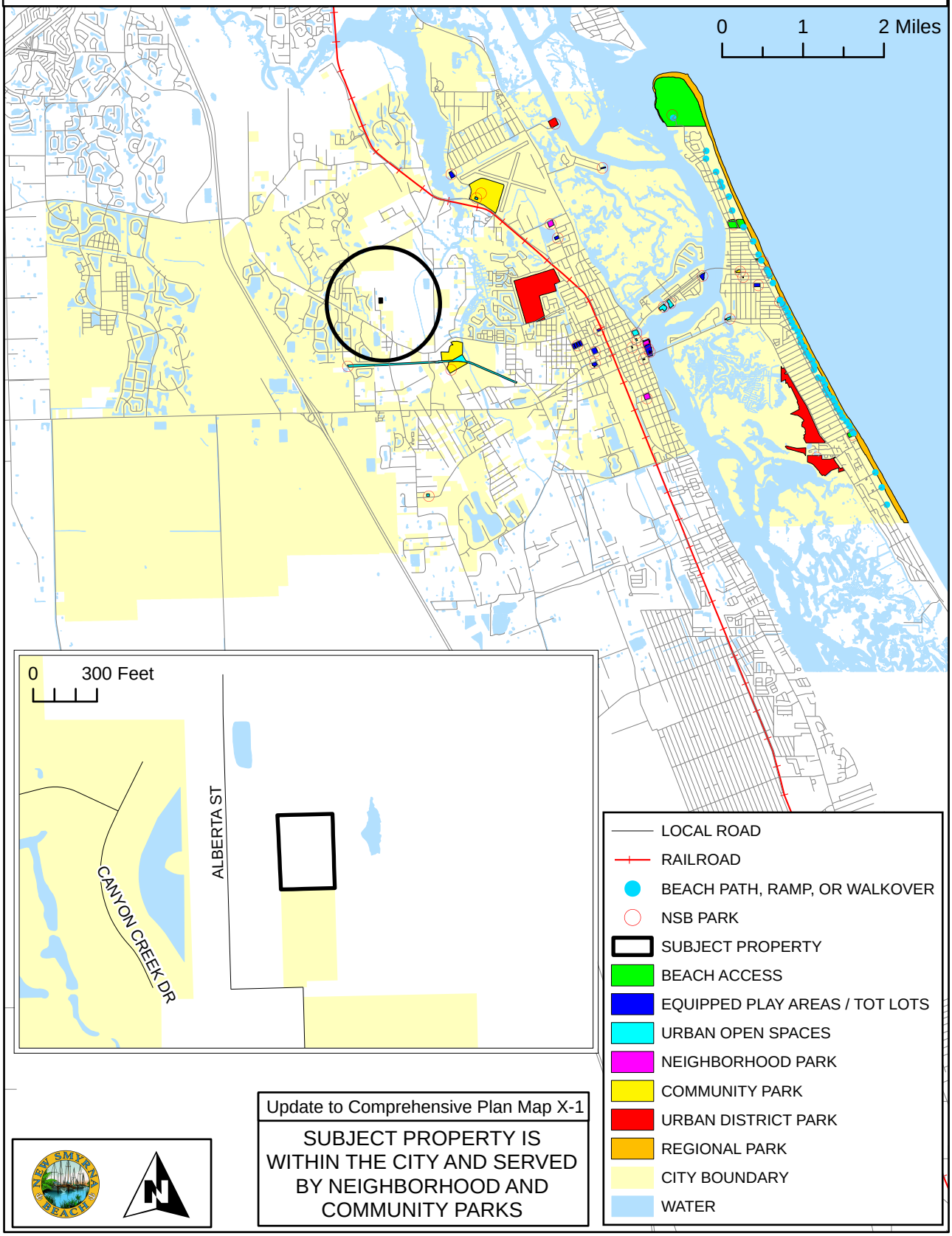


Update to Comprehensive Plan Map VIII-2

SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

CITY PARKS

A-9-26

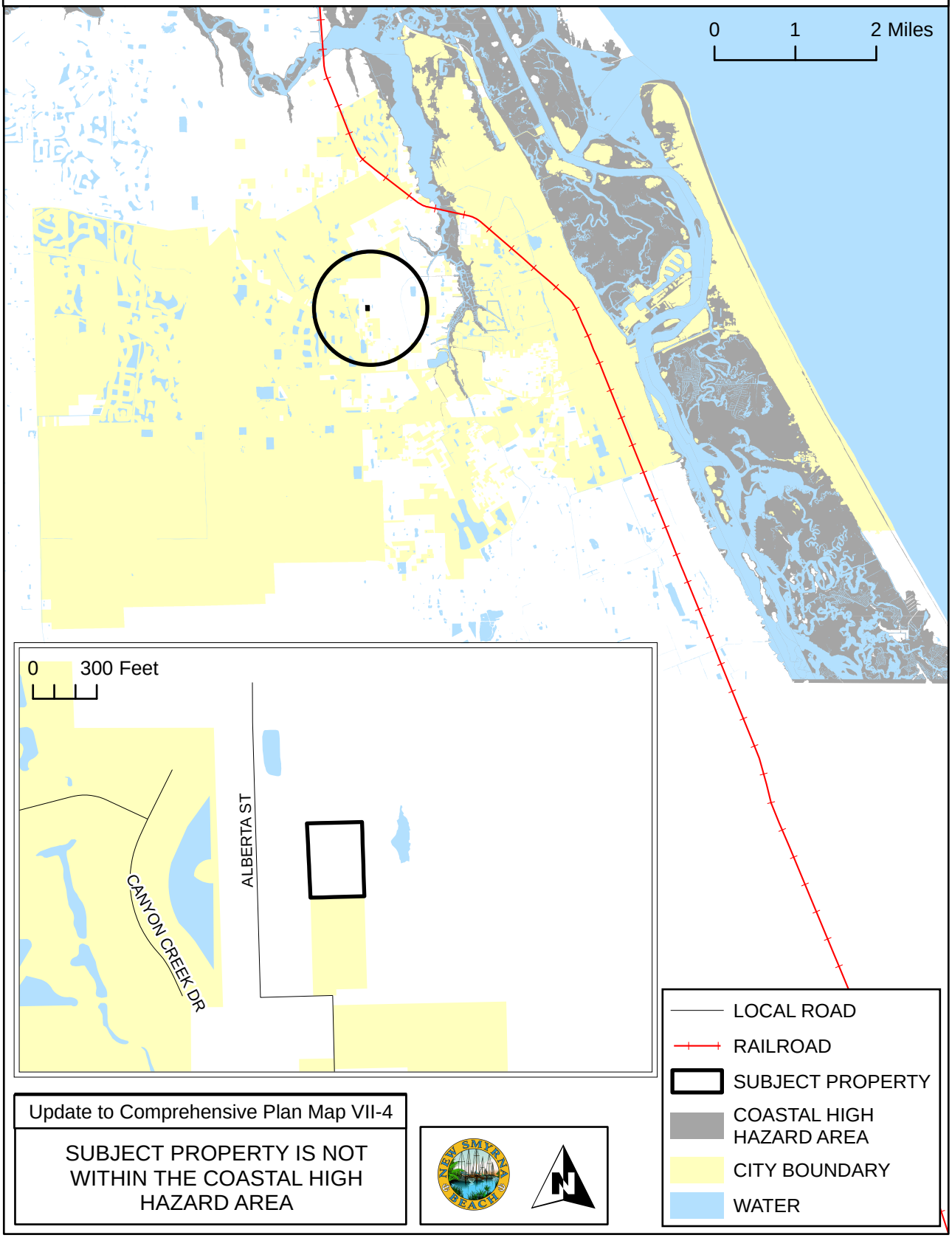


Update to Comprehensive Plan Map X-1

SUBJECT PROPERTY IS WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

COASTAL HIGH HAZARD AREAS

A-9-26

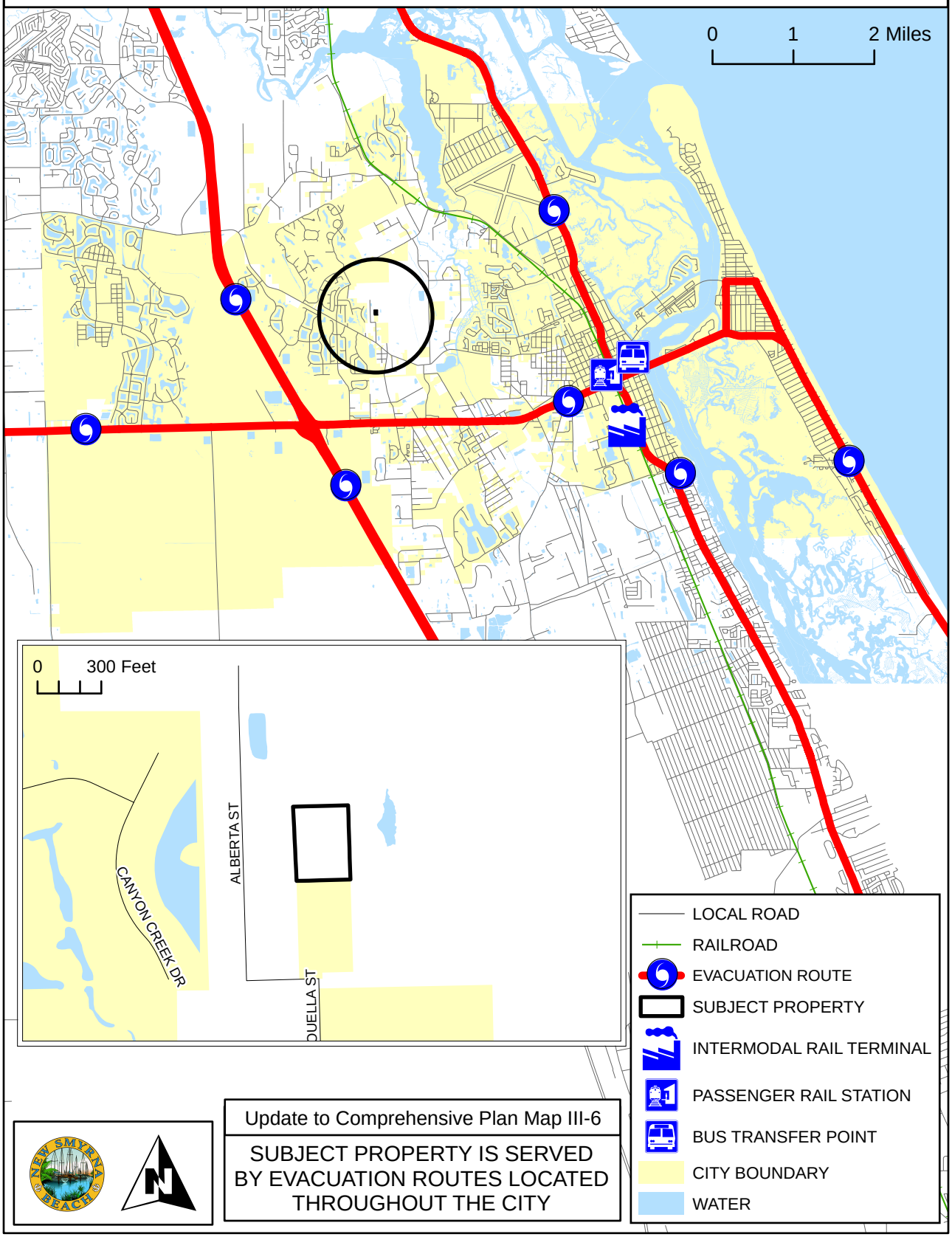


Update to Comprehensive Plan Map VII-4

SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA

EVACUATION ROUTES

A-9-26

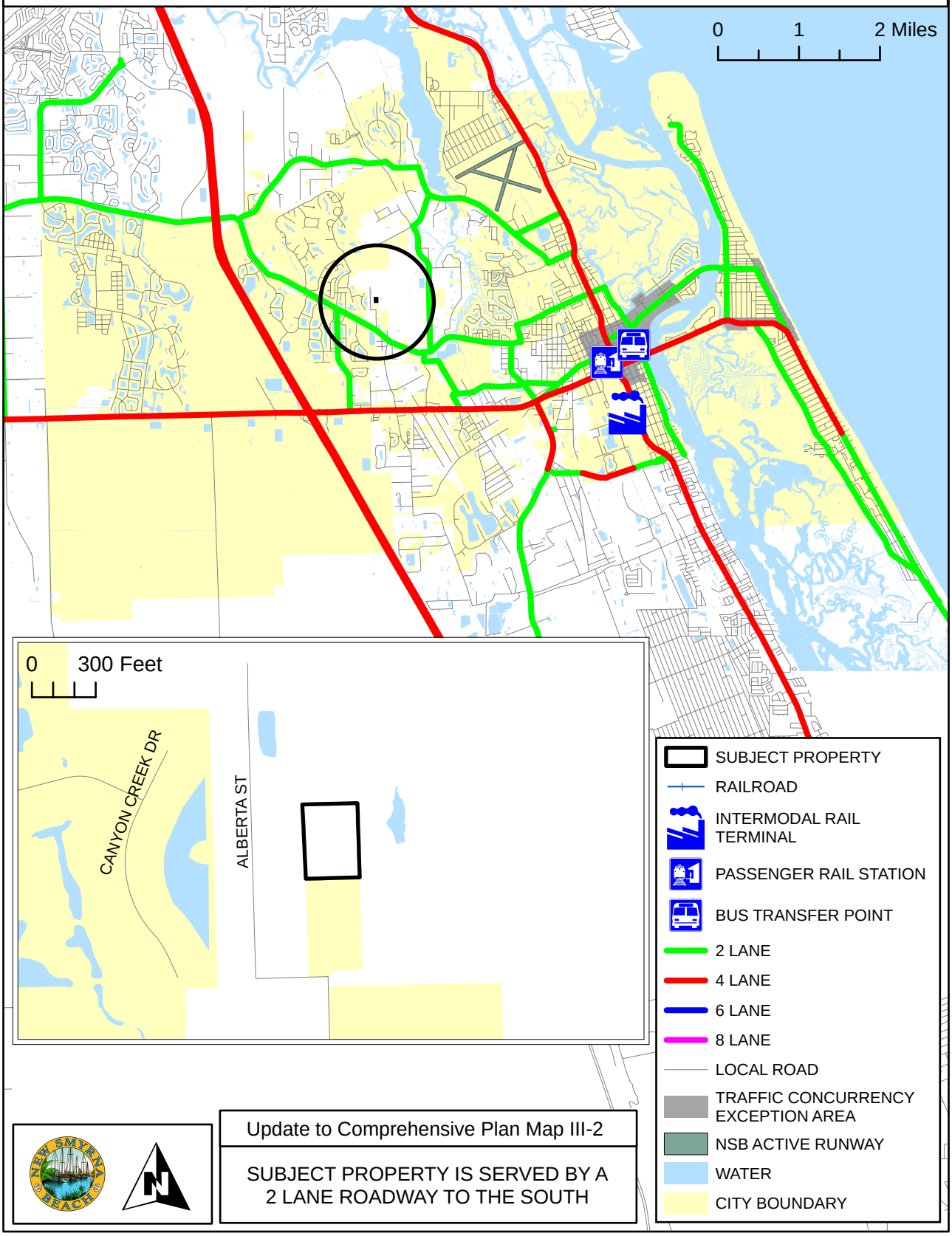


Update to Comprehensive Plan Map III-6

SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXISTING TRAFFIC LANES - 2009

A-9-26

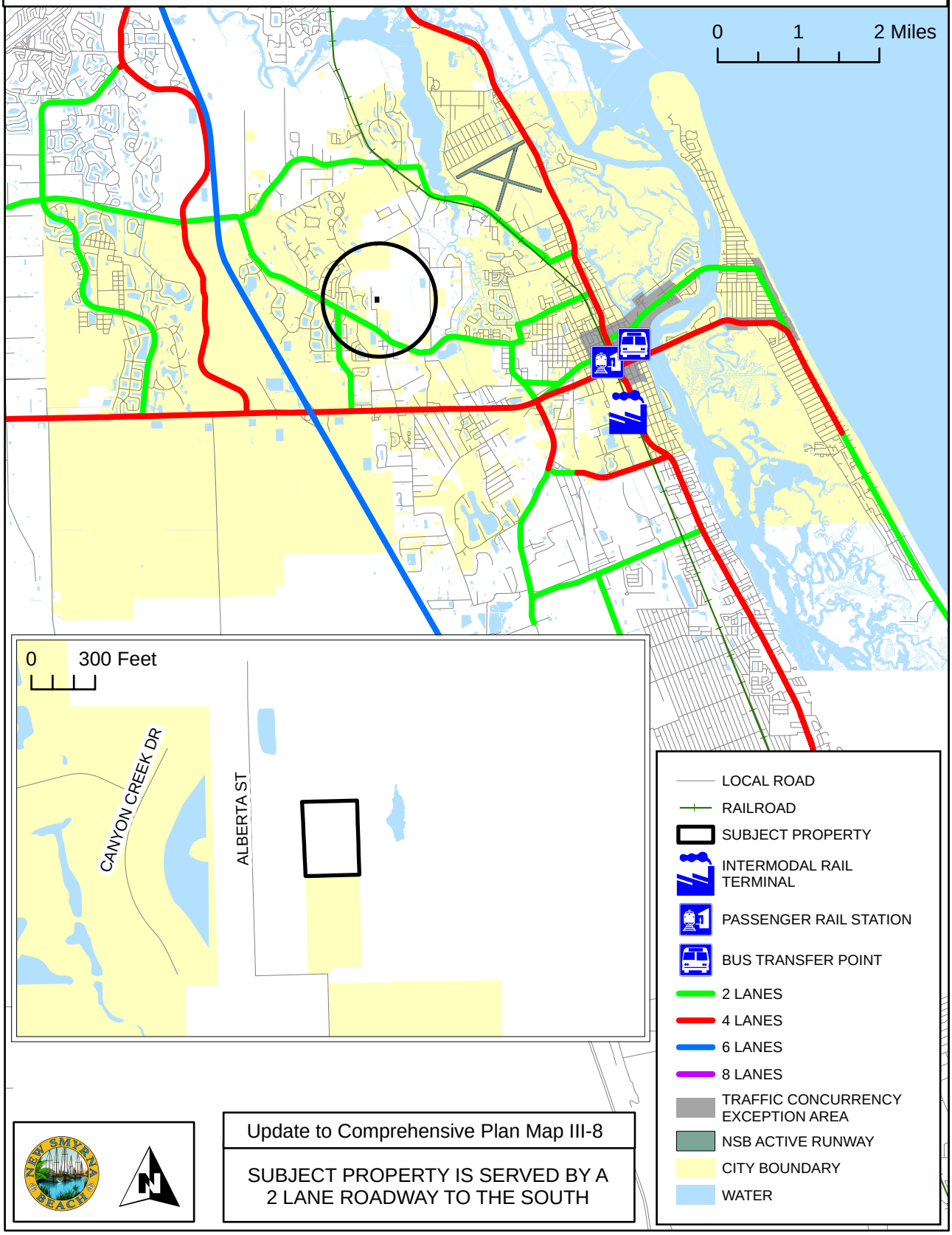


Update to Comprehensive Plan Map III-2

SUBJECT PROPERTY IS SERVED BY A 2 LANE ROADWAY TO THE SOUTH

NUMBER OF TRAFFIC LANES - 2025

A-9-26

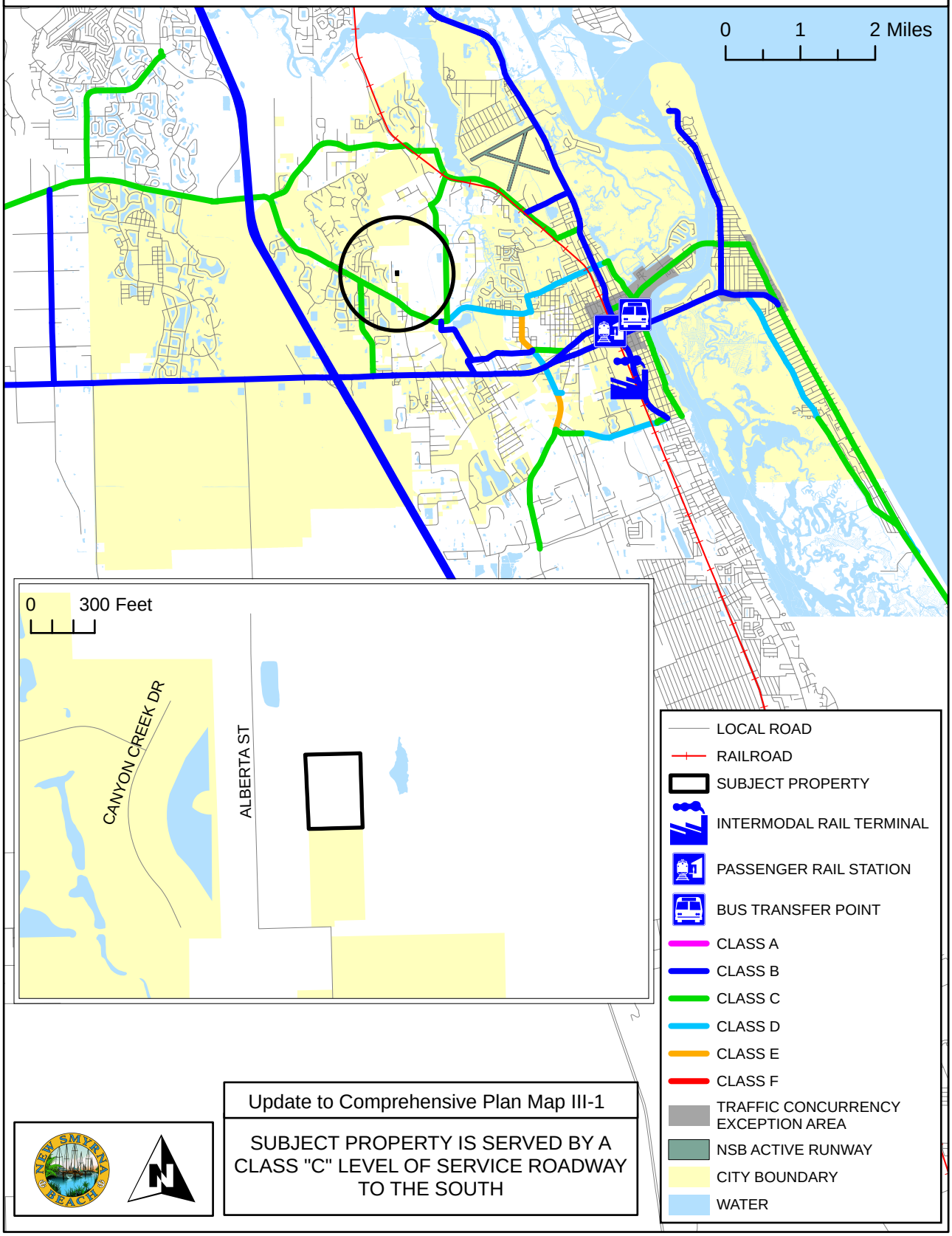


Update to Comprehensive Plan Map III-8

SUBJECT PROPERTY IS SERVED BY A 2 LANE ROADWAY TO THE SOUTH

EXISTING LEVEL OF SERVICE - 2009

A-9-26

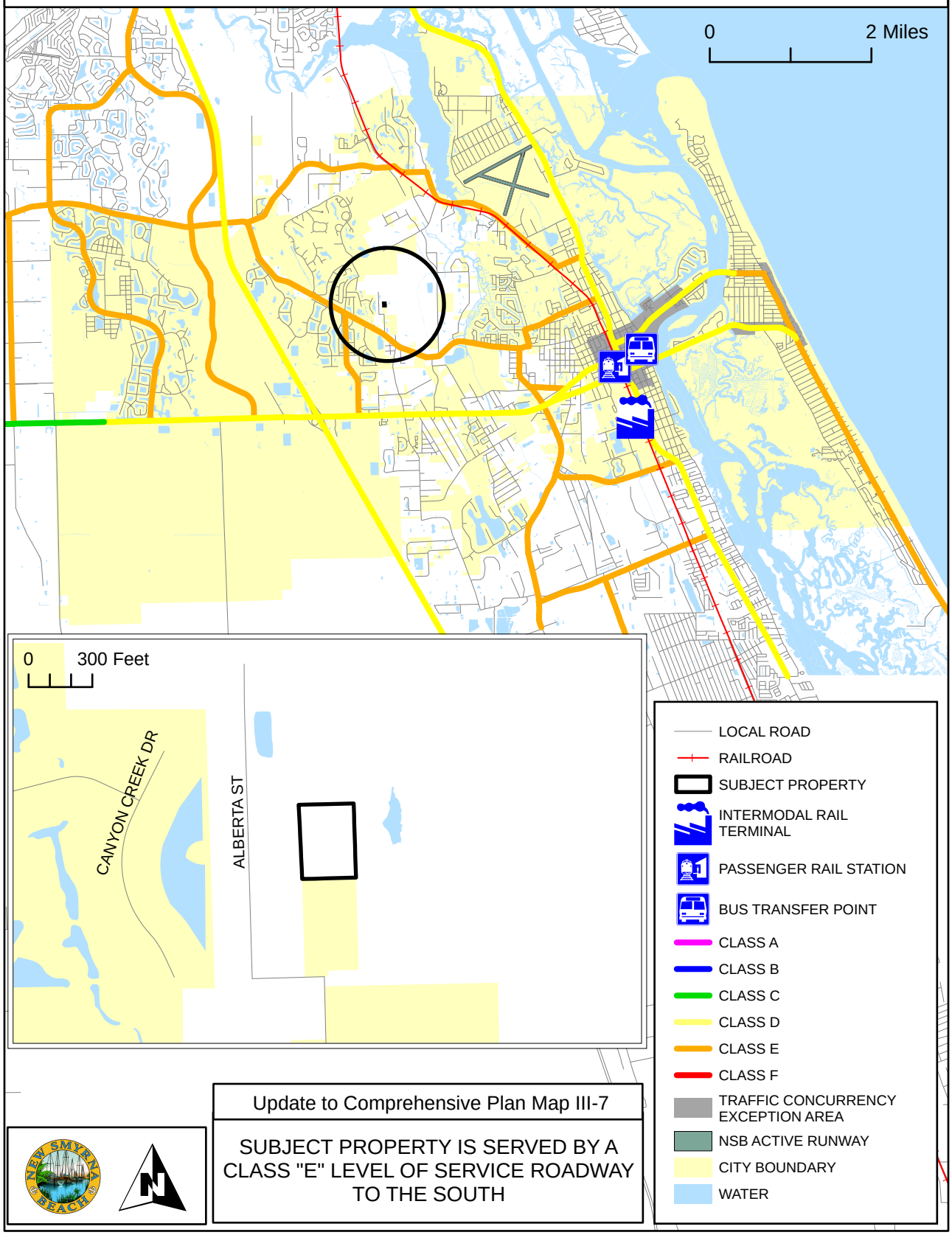


Update to Comprehensive Plan Map III-1

SUBJECT PROPERTY IS SERVED BY A CLASS "C" LEVEL OF SERVICE ROADWAY TO THE SOUTH

LEVEL OF SERVICE - 2025

A-9-26

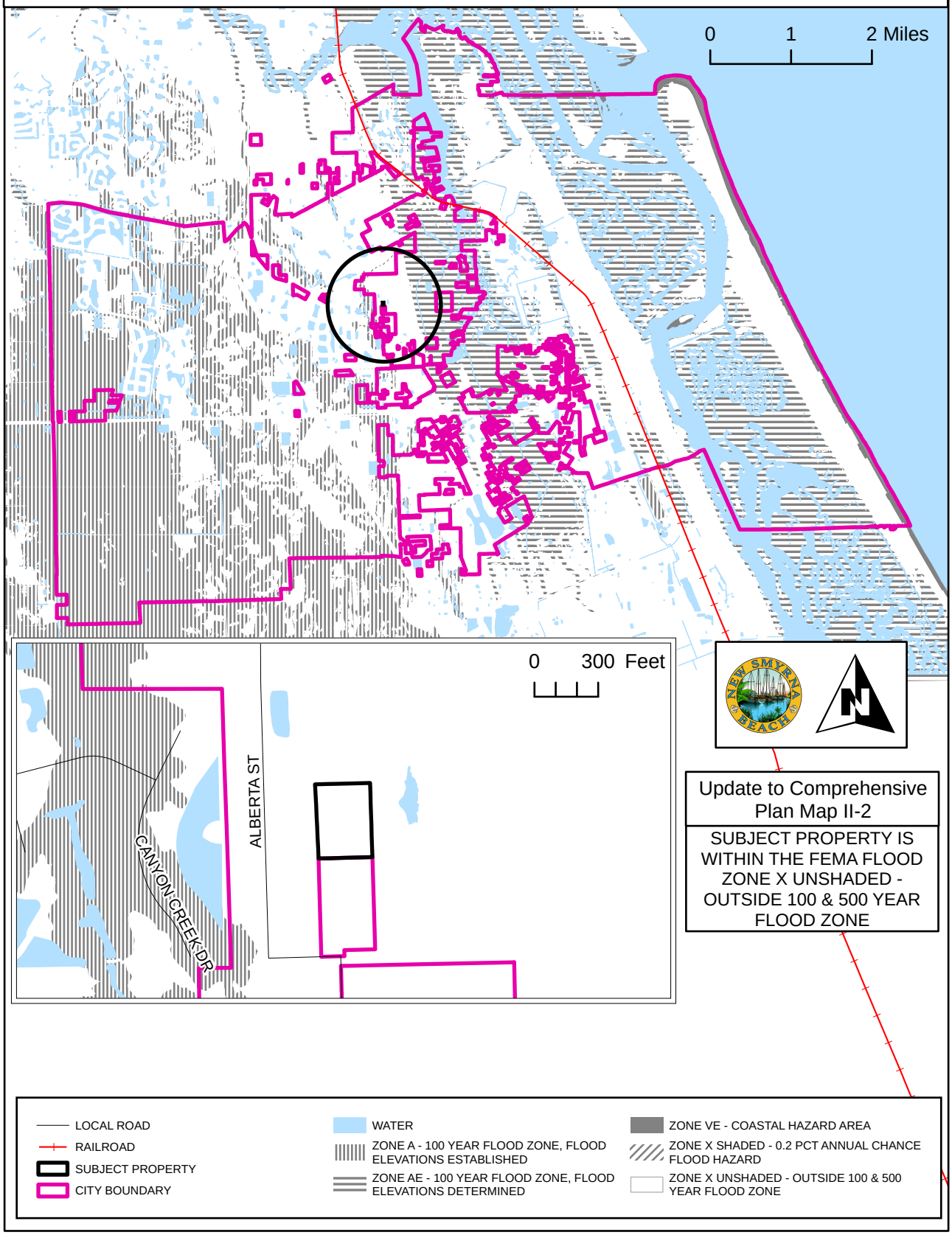


Update to Comprehensive Plan Map III-7

SUBJECT PROPERTY IS SERVED BY A CLASS "E" LEVEL OF SERVICE ROADWAY TO THE SOUTH

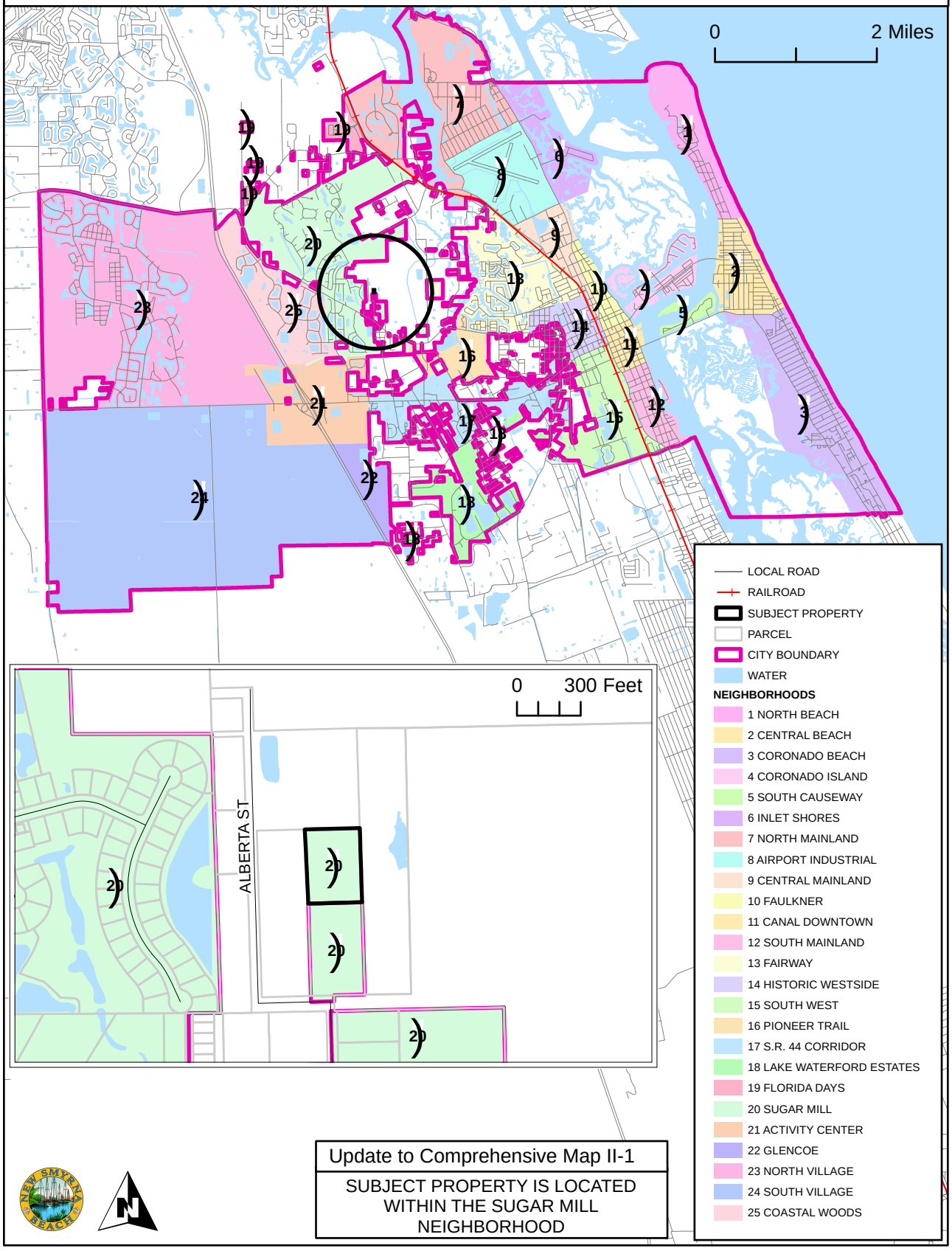
FLOOD PRONE AREAS

A-9-26



NEIGHBORHOODS

A-9-26

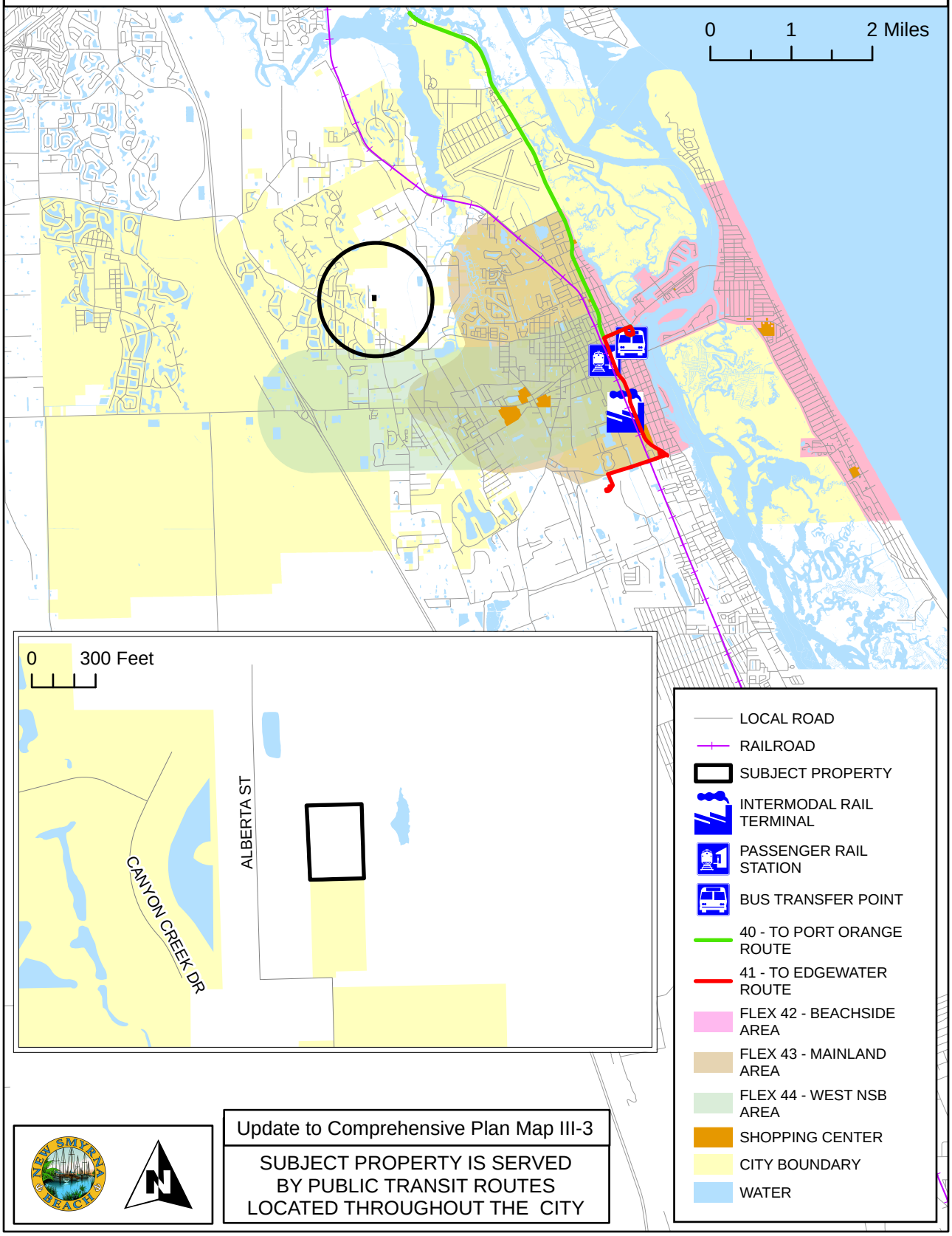


Update to Comprehensive Map II-1

SUBJECT PROPERTY IS LOCATED WITHIN THE SUGAR MILL NEIGHBORHOOD

PUBLIC TRANSIT ROUTES

A-9-26

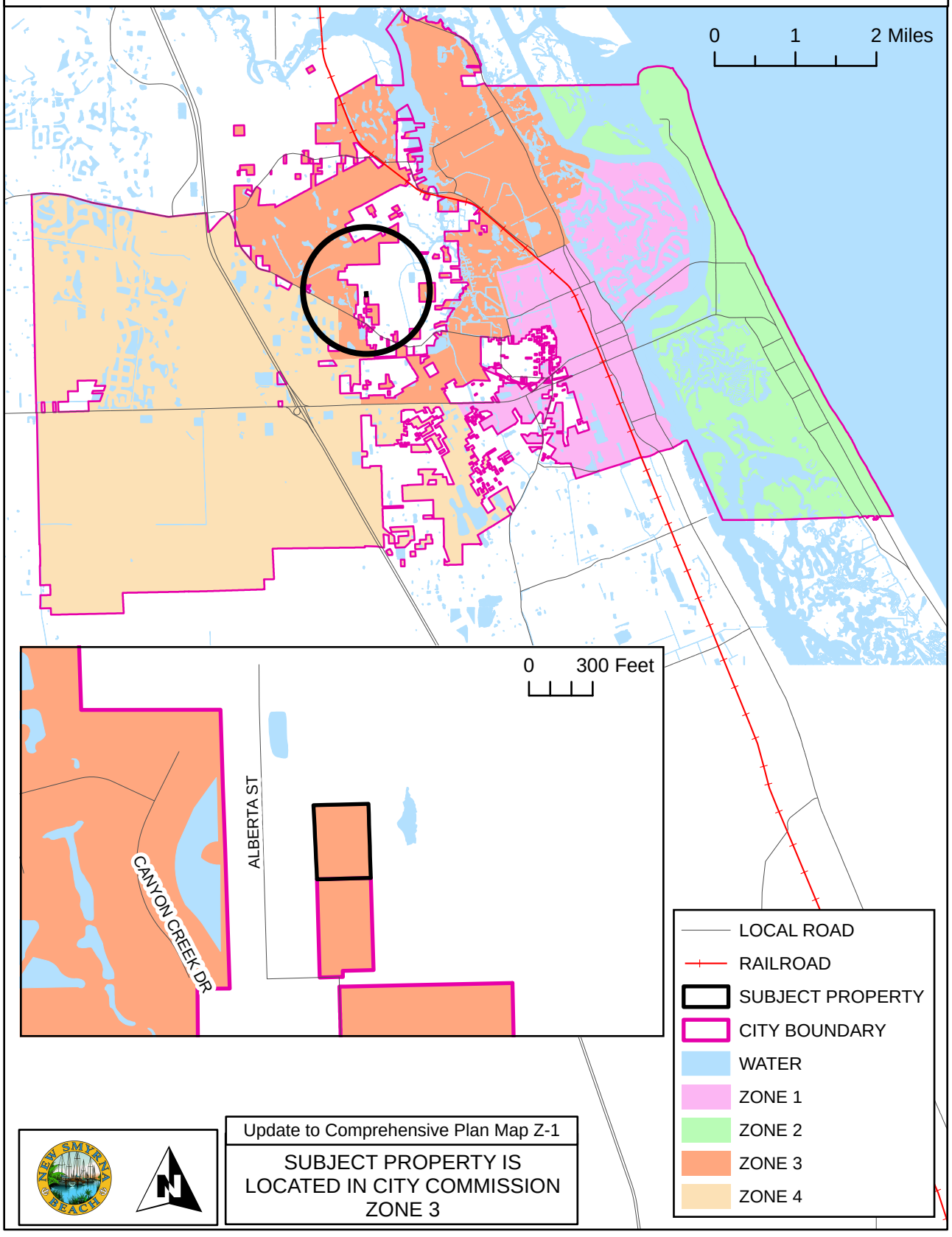


Update to Comprehensive Plan Map III-3

SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

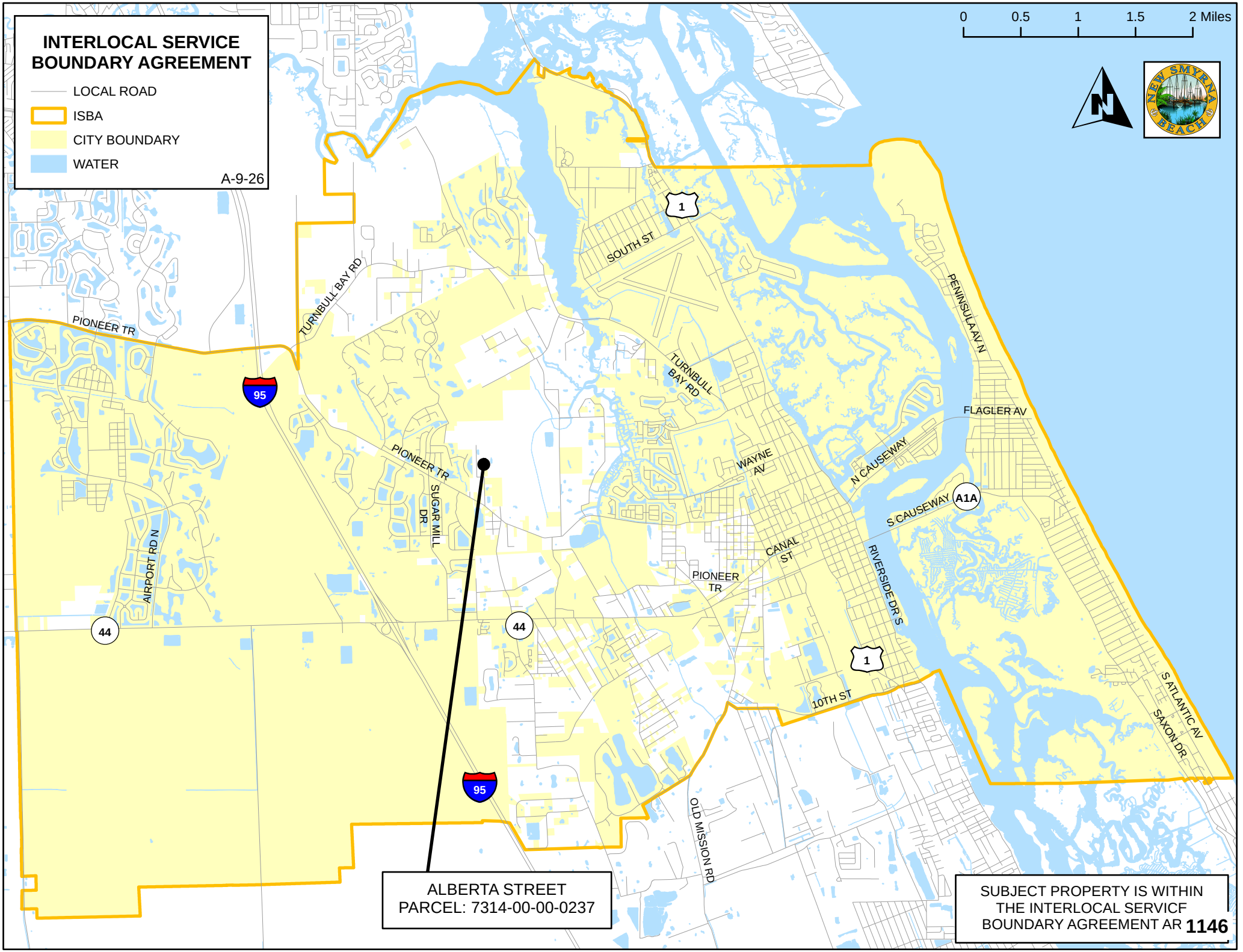
COMMISSION ZONES

A-9-26



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 3


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-9-26
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
N CAUSEWAY
WAYNE AV
S CAUSEWAY
A1A
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
SUGAR MILL DR
AIRPORT RD N
OLD MISSION RD
95
44
1
ALBERTA STREET
PARCEL: 7314-00-00-0237
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 1146

LEGAL DESCRIPTION

Address:
Alberta Street, New Smyrna Beach, Florida 32168

Parcel Number
7314-00-00-0237

AltKey Number:
8032762

Metes and Bounds by Glenn D. Storch P.A.:

Land in the NW One-Quarter (1/4), of the NW One-Quarter (1/4), Section 14, Township 17 South, Range 33 East, Volusia County, Florida and being more particularly described as follows:

Commence at the Northwest Corner, (Certified Document #0004157), Section 14, Township 17 South, Range 33 East, Volusia County, Florida; Thence Run South Along the Westerly Line of said Section 14, Assuming a basis of Bearing of South 01°37'51" East, a Distance of 1319.43 feet to the Southwest Corner of the Northwest One-Quarter (1/4), of the Northwest One-Quarter (1/4), Section 14, Run South 88°26'36" East, a Distance of 899.70 feet, Thence North 01°37’22” West a Distance of 65.73 feet: Thence Run South 88°27’59" West a Distance of 231.00 feet; Thence North 01°37’22” West a Distance of 458.00 feet to the point of beginning, Thence South 88°27’59" West, a Distance of 253.31 feet; thence North 01°37'22” West, a Distance of 334.46 feet; Thence North 88°27’02" East, a Distance of 253.30 feet; Thence South 01°37'22" East, a Distance of 334.53 Feet to the Point of Beginning.

5/29/2026 10:20:11 AM Instrument #2026096291 #1 Book:8858 Page:4708
Doc Stamps $1,400.00 Transfer Amt $200,000.00

Prepared by and return to:

Glenn D. Storch, P.A.
420 S. Nova Road
Daytona Beach, FL 32114
(386) 238-8383
File Number: **4458-2**
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 27th **day of May, 2026** between **Daniel Ponce de Leon and Jennifer Ponce de Leon, husband and wife,** whose post office address is **763 Alberta Street, New Smyrna Beach, FL 32168**, grantors, and **Nicole Shuler and Ryan Shuler** whose post office address is **736 Louella Street, New Smyrna Beach, FL 32168**, grantees:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situated, lying and being in **Volusia County, Florida** to-wit:

Land in the NW One-Quarter (1/4), of the NW One-Quarter (1/4), Section 14, Township 17 South, Range 33 East, Volusia County, Florida and being more particularly described as follows:
Commence at the Northwest Corner, (Certified Document #0004157), Section 14, Township 17 South, Range 33 East, Volusia County, Florida; Thence Run South Along the Westerly Line of said Section 14, Assuming a basis of Bearing of South 01°37'51" East, a Distance of 1319.43 feet to the Southwest Corner of the Northwest One-Quarter (1/4), of the Northwest One-Quarter (1/4), Section 14, Run South 88°26'36" East, a Distance of 899.70 feet, Thence North 01°37'22" West a Distance of 65.73 feet: Thence Run South 88°27'59" West a Distance of 231.00 feet; Thence North 01°37'22" West a Distance of 458.00 feet to the point of beginning, Thence South 88°27'59" West, a Distance of 253.31 feet; thence North 01°37'22" West, a Distance of 334.46 feet; Thence North 88°27'02" East, a Distance of 253.30 feet; Thence South 01°37'22" East, a Distance of 334.53 Feet to the Point of Beginning.

Parcel Number: 731400000230

The subject property is not the homestead nor is it contiguous to the homestead of the Grantors.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 12/31/2026.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness
Printed Name: Michelle Winship
P.O. Address: PO Box 490
NSB, FL 32170

Witness
Printed Name: Gregory A Reyalce
P.O. Address: 3088 Mueller Blvd
NSB - FL 32168

Daniel Ponce de Leon

Jennifer Ponce de Leon

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [_] online notarization, this 27 day of May, 2026 by Daniel Ponce de Leon and Jennifer Ponce de Leon who [X] are personally known or [_] have produced drivers' licenses as identification.

[Seal]

Notary Public
Print Name: Michelle Winship
My Commission Expires: _____

MICHELLE WINSHIP
MY COMMISSION # HH 273192
EXPIRES: October 6, 2026

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 61-26 Small Scale - Alberta 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):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 61-26

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE DESIGNATION OF 2± ACRES OF PROPERTY GENERALLY LOCATED EAST OF ALBERTA STREET, NORTH OF 736 LOUELLA STREET, FROM VOLUSIA COUNTY *RURAL* TO CITY *RURAL*; PROVIDING FOR AMENDMENT OF THE ASSOCIATED COMPREHENSIVE PLAN MAPS TO SHOW THE AREA INCORPORATED INTO THE CITY; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Nicole and Ryan Shuler, 736 Louella Street, New Smyrna Beach, FL 32168, applicants and property owners, have requested the City of New Smyrna Beach amend its Comprehensive Plan, Future Land Use Map II-4 to change the land use designation of 2± acres of property generally located east of Alberta Street, north of 736 Louella Street, from Volusia County *Rural* to City *Rural*; to amend City Neighborhood Map II-1 to show the subject property is located within Sugar Mill Neighborhood; to amend Flood Prone Areas Map II-2 to show the subject property is within the FEMA Flood Zone X Unshaded; to amend Existing Land Use Designations Map II-3 to show the subject property will change from Volusia County *Residential Use* to City *Residential Use* to amend Existing Level of Service-2009 Map III-1 to show the subject property is served by a Class C level of service roadway to the south; to amend Existing Traffic Lanes-2009 Map III-2 to show the subject property is served by a 2-lane roadway to the south; to amend Public Transit Routes Map III-3 to show the subject property is served by public transit routes located throughout the City; to amend Bicycle and Pedestrian Facilities Map III-4 to show the subject property is served by bicycle and pedestrian facilities located throughout the City; to amend Airport Runway Protection Zones Map III-5 to show the subject property is within the height notification zone, and is not within the noise impact zone, the building restriction zone, or the runway protection zone; to amend Evacuation Routes Map III-6 to show the subject property is served by evacuation routes located throughout the City; to amend Level of Service-2025 Map III-7 to show the subject property is served by Class E level of service roadway to the south; to amend Number of Traffic Lanes-2025 Map III-8 to show the subject property is served by a 2-lane roadway to the south; amend Water & Sewer Service Area Map VII-1 to show the subject property is within the City and inside the New Smyrna Beach water and sewer service area; to amend Soil Limitation for Septic Systems Map VII-2 to show the subject property is within the severe limitations; to amend Coastal High Hazard Area Map VII-4 to show the subject property is not within the Coastal High Hazard Area; to amend Boat Slip Siting Map VIII-2 to show the subject property is not located within a boat slip siting restricted zone; to amend City Parks Map X-1 to show the subject property is within the City and served by neighborhood and community parks; to amend Commission Zones Map Z-1 to show the subject property is located in City Commission Zone 3; and

WHEREAS, the Planning and Zoning Board, sitting as the City's Local Planning Agency, held an advertised public hearing pursuant to §163.3174(4), Fla. Stat., on September 14, 2026, and by a vote of 7-0 recommended that the City Commission approve the proposed Plan Amendment; and

WHEREAS, the proposed Amendment is from Volusia County *Rural* to City *Rural* land use of FIFTY (50) acres or fewer. §163.3187(1)(a), Fla. Stat.; and

WHEREAS, the proposed Amendment does not involve a text change to the goals, policies, and objectives of the City's Comprehensive Plan, but only propose a land use change to the future land use map for a site-specific small-scale development activity. §163.3187(1)(c), Fla. Stat.; and

WHEREAS, the proposed Amendment is not located within an area of critical state concern. §163.3187(1)(d), Fla. Stat.; and

WHEREAS, the City Commission finds that the proposed Amendment qualifies as a Plan Amendment directly related to small-scale development activities within the meaning of §163.3187(1), Fla. Stat.; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend its Comprehensive Plan as more particularly set forth hereinafter.

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

SECTION 1: ***Land Use Amendment.*** That the Comprehensive Plan, **Future Land Use Map II-4**, is hereby amended by changing the land use designations for real property located in Volusia County, Florida, described as:

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

from Volusia County *Rural* to City *Rural.*

SECTION 2: ***Map Amendment.*** That the Comprehensive Plan, **Neighborhoods Map II-1**, is hereby amended to show the subject property is within the Sugar Mill Neighborhood.

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

SECTION 3: ***Map Amendment.*** That the Comprehensive Plan, **Flood Prone Area Map II-2**, is hereby amended to show the subject property is within FEMA Flood Zone X Unshaded.

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

SECTION 4: ***Map Amendment.*** That the Comprehensive Plan, **Existing Land Use Designations Map II-3**, is hereby amended to show the subject property will change from County *Residential Use* to City *Residential Use.*

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

SECTION 5: ***Map Amendment.*** That the Comprehensive Plan, **Existing Level of Service-2009 Map III-1**, is hereby amended to show the subject property is served by a Class C level of service roadway to the south.

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

SECTION 6: ***Map Amendment.*** That the Comprehensive Plan, **Existing Traffic Lanes-2009 Map III-2,** is hereby amended to show the subject property is served by a 2-lane roadway to the south.

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

SECTION 7: ***Map Amendment.*** That the Comprehensive Plan, **Public Transit Routes Map III-3,** is hereby amended to show the subject property is served by public transit routes located throughout the City.

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

SECTION 8: ***Map Amendment.*** That the Comprehensive Plan, **Bicycle and Pedestrian Facilities Map III-4**, is hereby amended to show the subject property is served by bicycle and pedestrian facilities located throughout the City.

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

SECTION 9: ***Map Amendment.*** That the Comprehensive Plan, **Airport Runway Protection Zones Map III-5**, is hereby amended to show the subject property is within the height notification zone, and is not within the noise impact zone, the building restriction zone, or the runway protection zone.

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

SECTION 10: ***Map Amendment.*** That the Comprehensive Plan, **Evacuation Routes Map III-6**, is hereby amended to show the subject property is served by evacuation routes located throughout the City.

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

SECTION 11: ***Map Amendment.*** That the Comprehensive Plan, **Level of Service-2025 Map III-7**, is hereby amended to show the subject property is served by a Class E level of service roadway to the south.

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

SECTION 12: ***Map Amendment.*** That the Comprehensive Plan, **Number of Traffic Lanes-2025 Map III-8**, is hereby amended to show the subject property is served by a 2-lane roadway to the south.

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

SECTION 13: ***Map Amendment.*** That the Comprehensive Plan, **Water and Sewer Service Area Map VII-1** is hereby amended to show the subject property is within the City and inside the New Smyrna Beach Water and Sewer Service Area.

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

SECTION 14: ***Map Amendment.*** That the Comprehensive Plan, **Soil Limitation for Septic Systems Map VII-2** is hereby amended to show the subject property is within the soils with slight limitations.

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

SECTION 15: ***Map Amendment.*** That the Comprehensive Plan, **Coastal High Hazard Areas Map VII-4** is hereby amended to show the subject property is not within the Coastal High Hazard Area.

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

SECTION 16: ***Map Amendment.*** That the Comprehensive Plan, **Boat Slip Siting Map VIII-2** is hereby amended to show the subject property is not located within a boat slip siting restricted zone.

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

SECTION 17: ***Map Amendment.*** That the Comprehensive Plan, **City Parks Map X-1** is hereby amended to show the subject property is within the City and served by neighborhood and community parks.

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

SECTION 18: ***Map Amendment.*** That the Comprehensive Plan, **Commission Zones Map Z-1** is hereby amended to show the subject property is located in City Commission Zone 3.

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

SECTION 19: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on October 27, 2026, at 5:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published at least 10 days prior to hearing is deemed to comply with §§163.3187(2) and 166.041(3)(a), Fla. Stat.

SECTION 20: ***Conflicting Ordinances***. That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 21: ***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 22: ***Effective Date.*** That this ordinance shall become effective THIRTY ONE (31) days following adoption by the City Commission unless a challenge is filed under §163.3187(5), Fla. Stat. In the event that the ordinance is challenged within THIRTY (30) days after adoption, it shall not become effective until the state land planning agency or the Administration Commission, respectively, issues a final order determining the adopted small scale development amendment is in compliance. §163.3187(5), Fla. Stat. In addition, this ordinance shall not become effective until Volusia Growth Management Commission has issued a Certificate of Consistency. No development orders, development permits, or land uses dependent on these amendments may be issued or commence before they have become effective.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 9/29/2026

EXHIBIT "A"

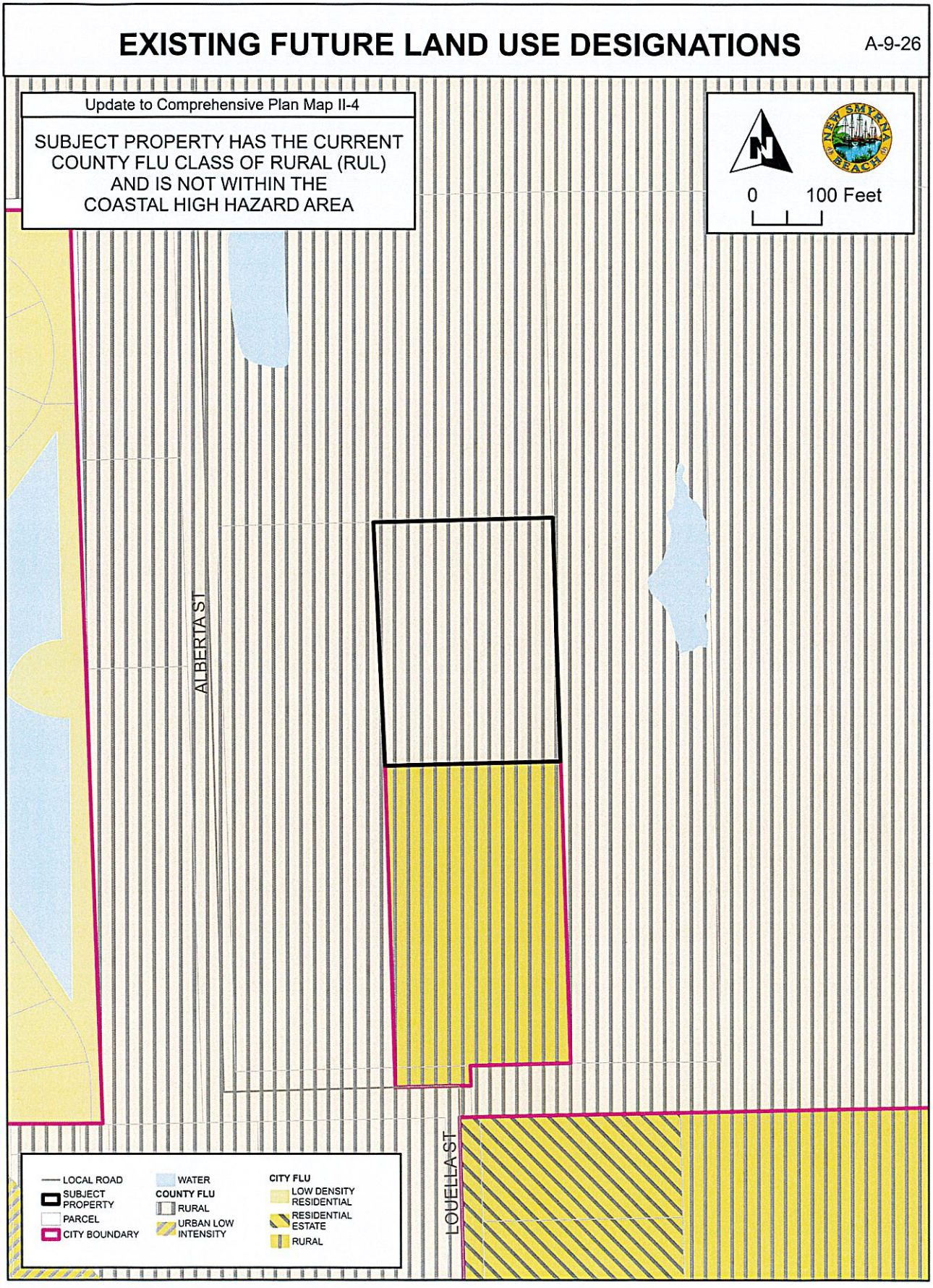

EXISTING FUTURE LAND USE DESIGNATIONS
A-9-26
Update to Comprehensive Plan Map II-4
SUBJECT PROPERTY HAS THE CURRENT COUNTY FLU CLASS OF RURAL (RUL) AND IS NOT WITHIN THE COASTAL HIGH HAZARD AREA
0
100 Feet
ALBERTA ST
LOUELLA ST
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
COUNTY FLU
RURAL
URBAN LOW INTENSITY
CITY FLU
LOW DENSITY RESIDENTIAL
RESIDENTIAL ESTATE
RURAL

EXHIBIT "A"

PROPOSED FUTURE LAND USE DESIGNATIONS

A-9-26

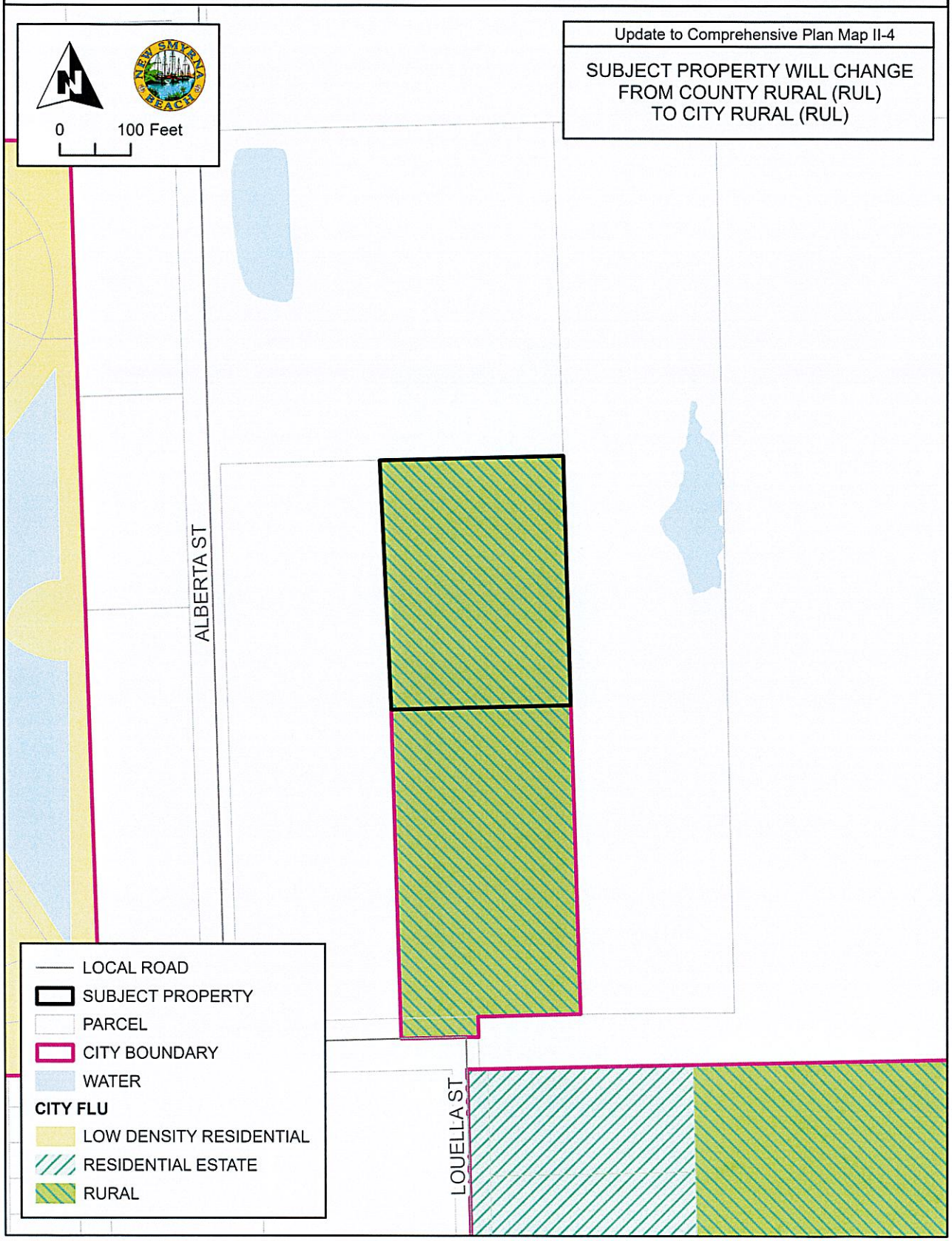


EXHIBIT "B"

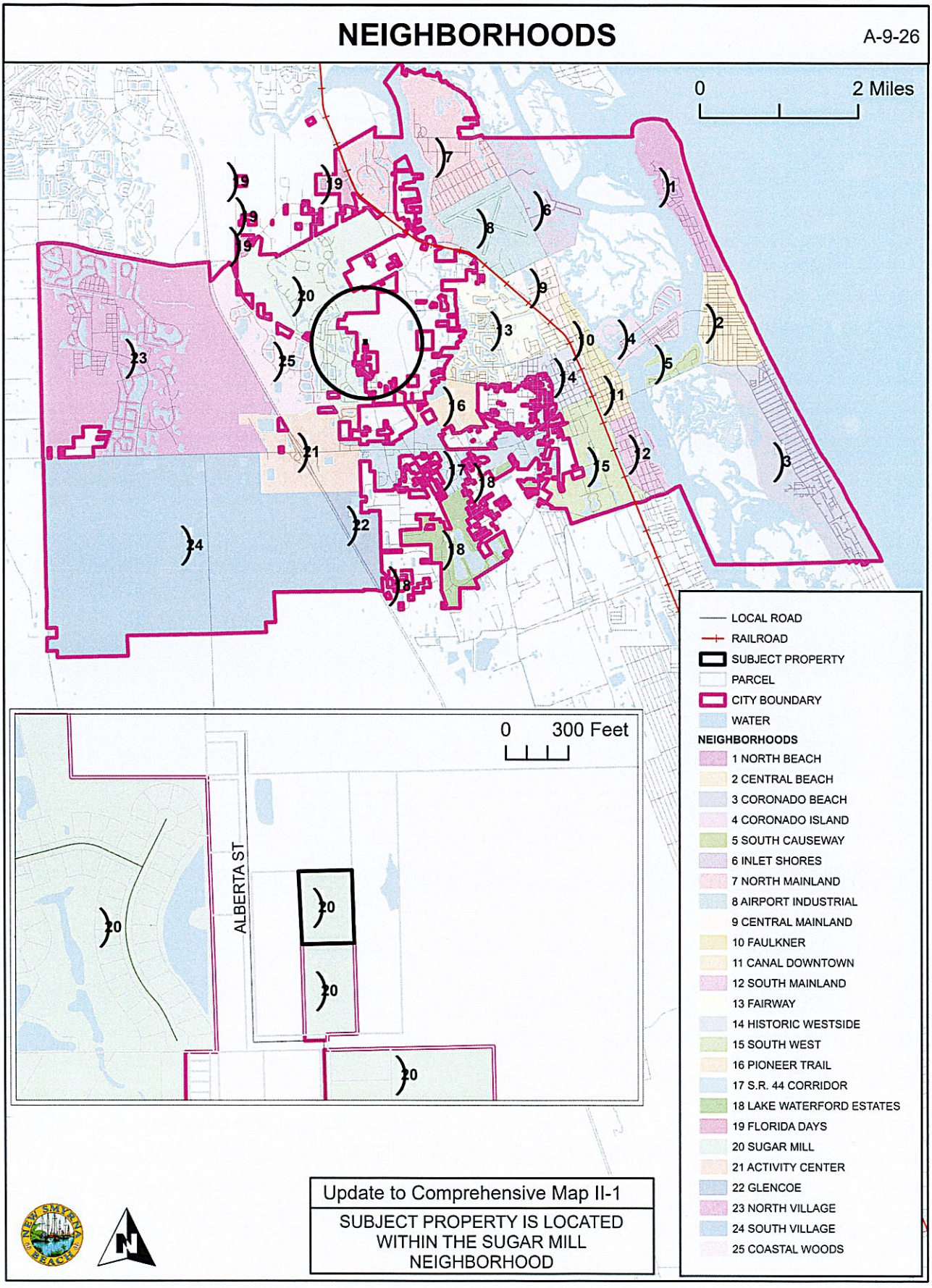

NEIGHBORHOODS
A-9-26
0
2 Miles
0
300 Feet
ALBERTA ST
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
NEIGHBORHOODS
1 NORTH BEACH
2 CENTRAL BEACH
3 CORONADO BEACH
4 CORONADO ISLAND
5 SOUTH CAUSEWAY
6 INLET SHORES
7 NORTH MAINLAND
8 AIRPORT INDUSTRIAL
9 CENTRAL MAINLAND
10 FAULKNER
11 CANAL DOWNTOWN
12 SOUTH MAINLAND
13 FAIRWAY
14 HISTORIC WESTSIDE
15 SOUTH WEST
16 PIONEER TRAIL
17 S.R. 44 CORRIDOR
18 LAKE WATERFORD ESTATES
19 FLORIDA DAYS
20 SUGAR MILL
21 ACTIVITY CENTER
22 GLENCOE
23 NORTH VILLAGE
24 SOUTH VILLAGE
25 COASTAL WOODS
Update to Comprehensive Map II-1
SUBJECT PROPERTY IS LOCATED WITHIN THE SUGAR MILL NEIGHBORHOOD

EXHIBIT "C"

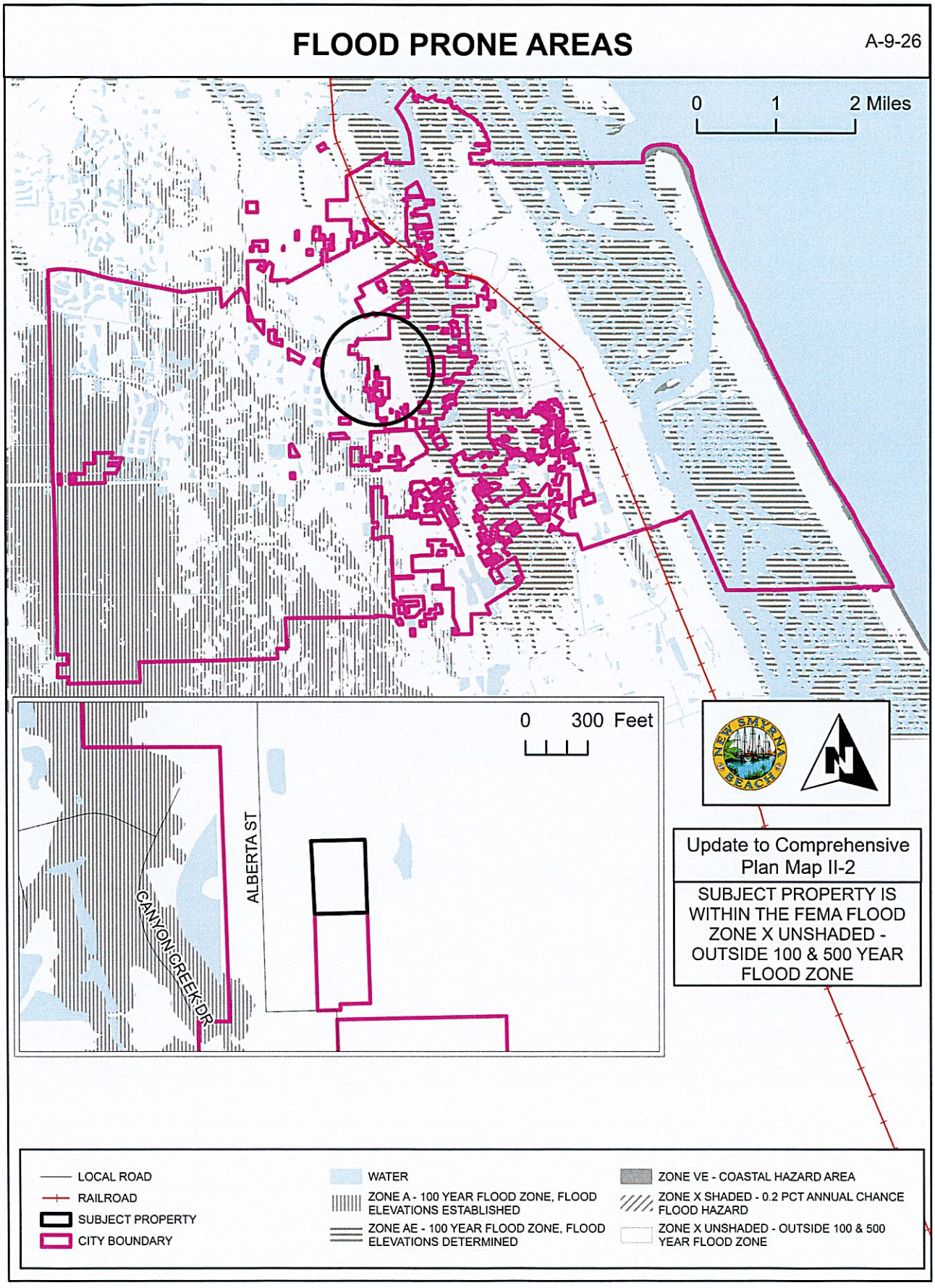

FLOOD PRONE AREAS
A-9-26
0 1 2 Miles
0 300 Feet
ALBERTA ST
CANYON CREEK DR
Update to Comprehensive Plan Map II-2
SUBJECT PROPERTY IS WITHIN THE FEMA FLOOD ZONE X UNSHADED - OUTSIDE 100 & 500 YEAR FLOOD ZONE
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE A - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS ESTABLISHED
ZONE AE - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS DETERMINED
ZONE VE - COASTAL HAZARD AREA
ZONE X SHADED - 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
ZONE X UNSHADED - OUTSIDE 100 & 500 YEAR FLOOD ZONE

EXHIBIT "D"

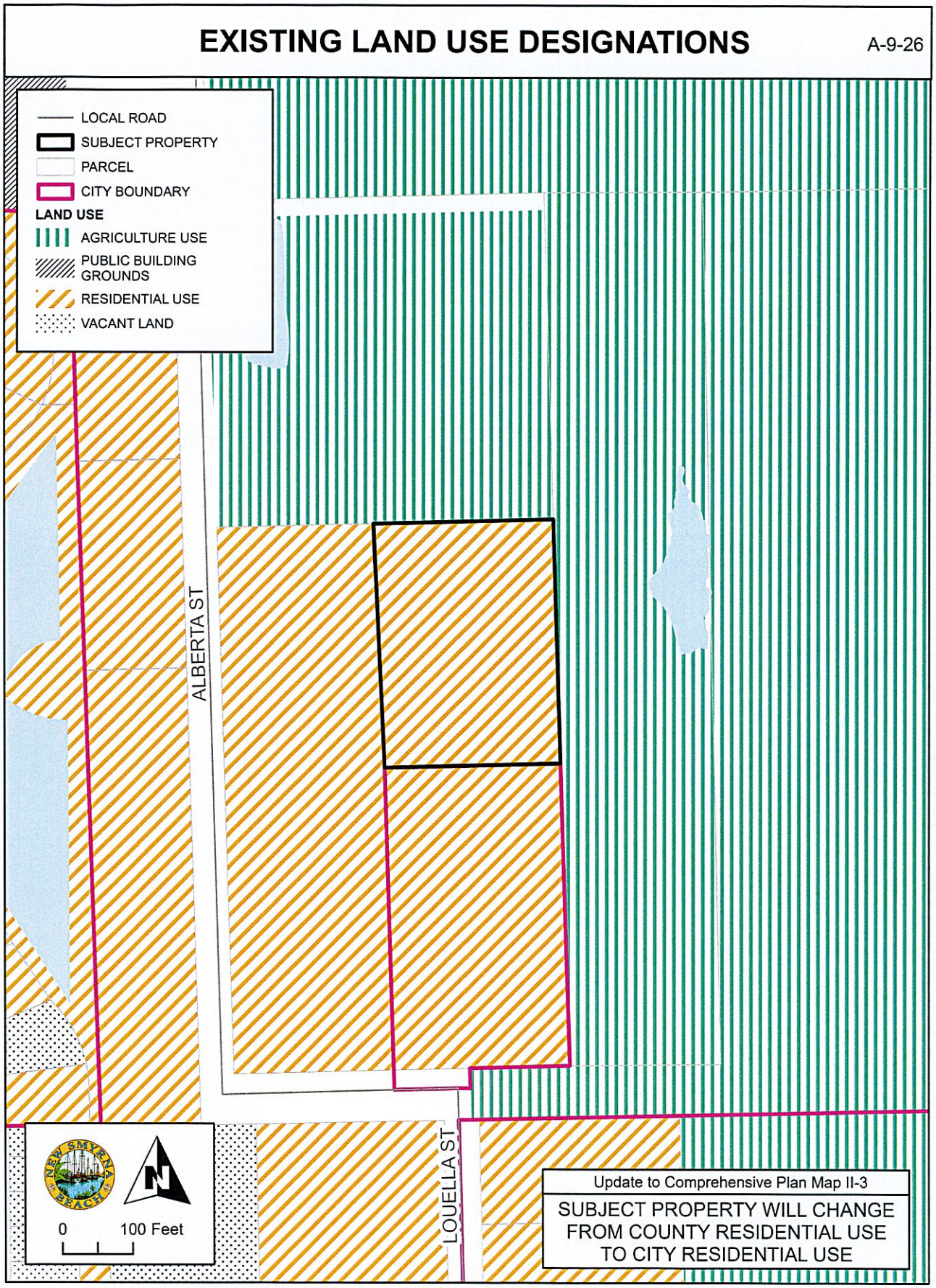

EXISTING LAND USE DESIGNATIONS
A-9-26
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
LAND USE
AGRICULTURE USE
PUBLIC BUILDING GROUNDS
RESIDENTIAL USE
VACANT LAND
ALBERTA ST
LOUELLA ST
NEW SMYRNA BEACH
0
100 Feet
Update to Comprehensive Plan Map II-3
SUBJECT PROPERTY WILL CHANGE FROM COUNTY RESIDENTIAL USE TO CITY RESIDENTIAL USE

EXHIBIT "E"

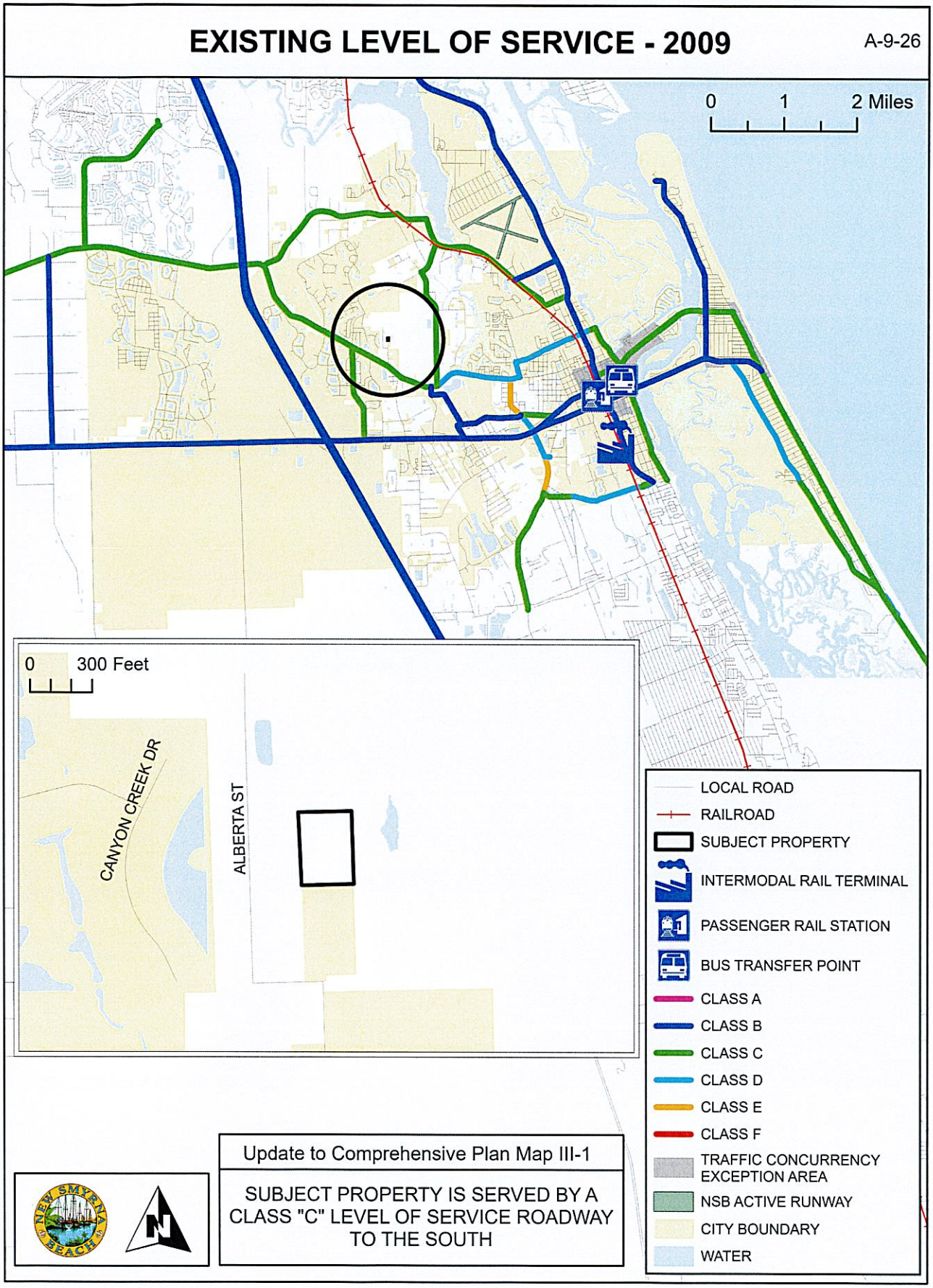

EXISTING LEVEL OF SERVICE - 2009
A-9-26
0 1 2 Miles
0 300 Feet
CANYON CREEK DR
ALBERTA ST
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CLASS A
CLASS B
CLASS C
CLASS D
CLASS E
CLASS F
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-1
SUBJECT PROPERTY IS SERVED BY A CLASS "C" LEVEL OF SERVICE ROADWAY TO THE SOUTH

EXHIBIT "F"

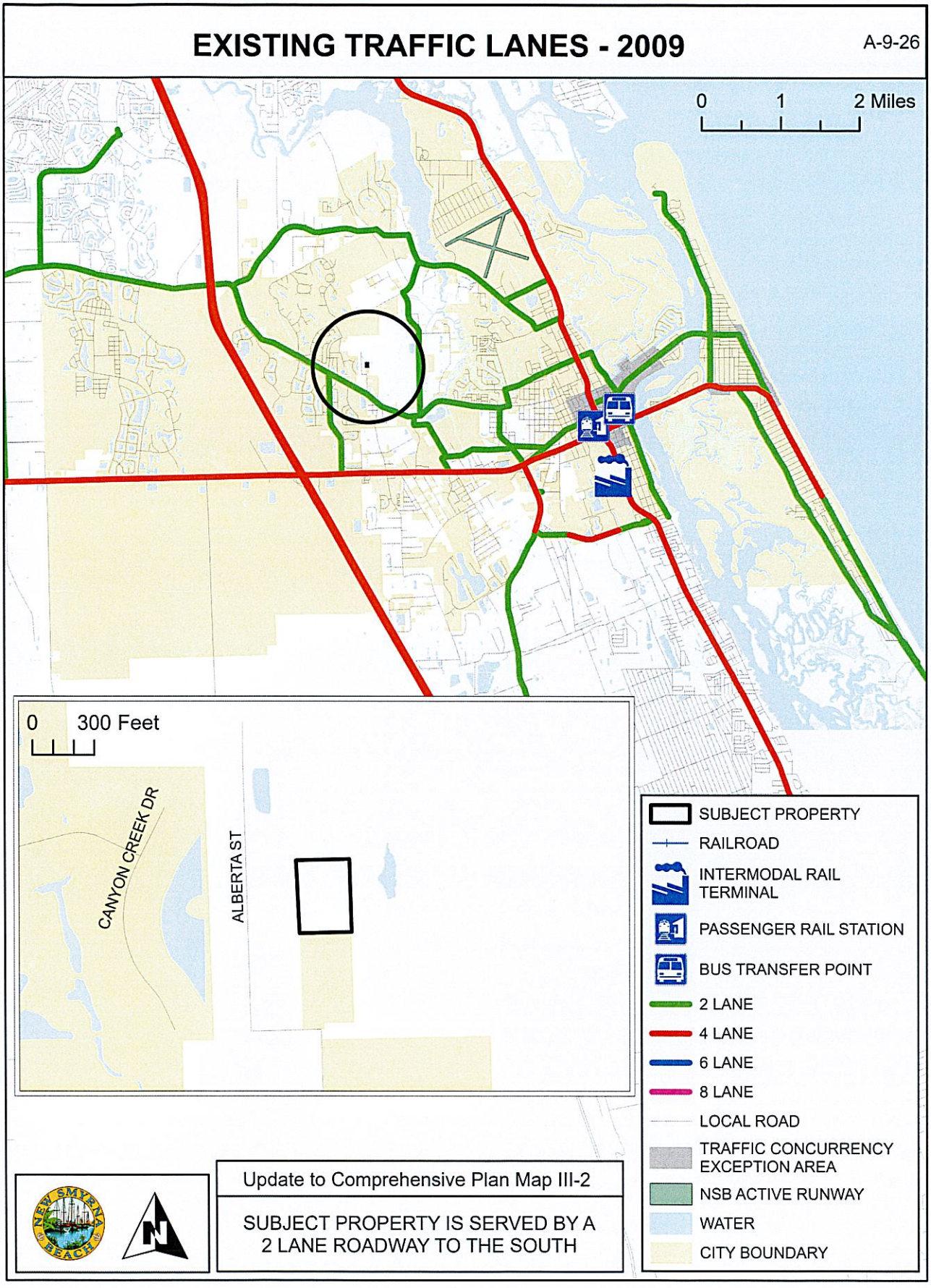

EXISTING TRAFFIC LANES - 2009
A-9-26
0 1 2 Miles
0 300 Feet
CANYON CREEK DR
ALBERTA ST
SUBJECT PROPERTY
RAILROAD
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANE
4 LANE
6 LANE
8 LANE
LOCAL ROAD
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
WATER
CITY BOUNDARY
Update to Comprehensive Plan Map III-2
SUBJECT PROPERTY IS SERVED BY A 2 LANE ROADWAY TO THE SOUTH

EXHIBIT "G"

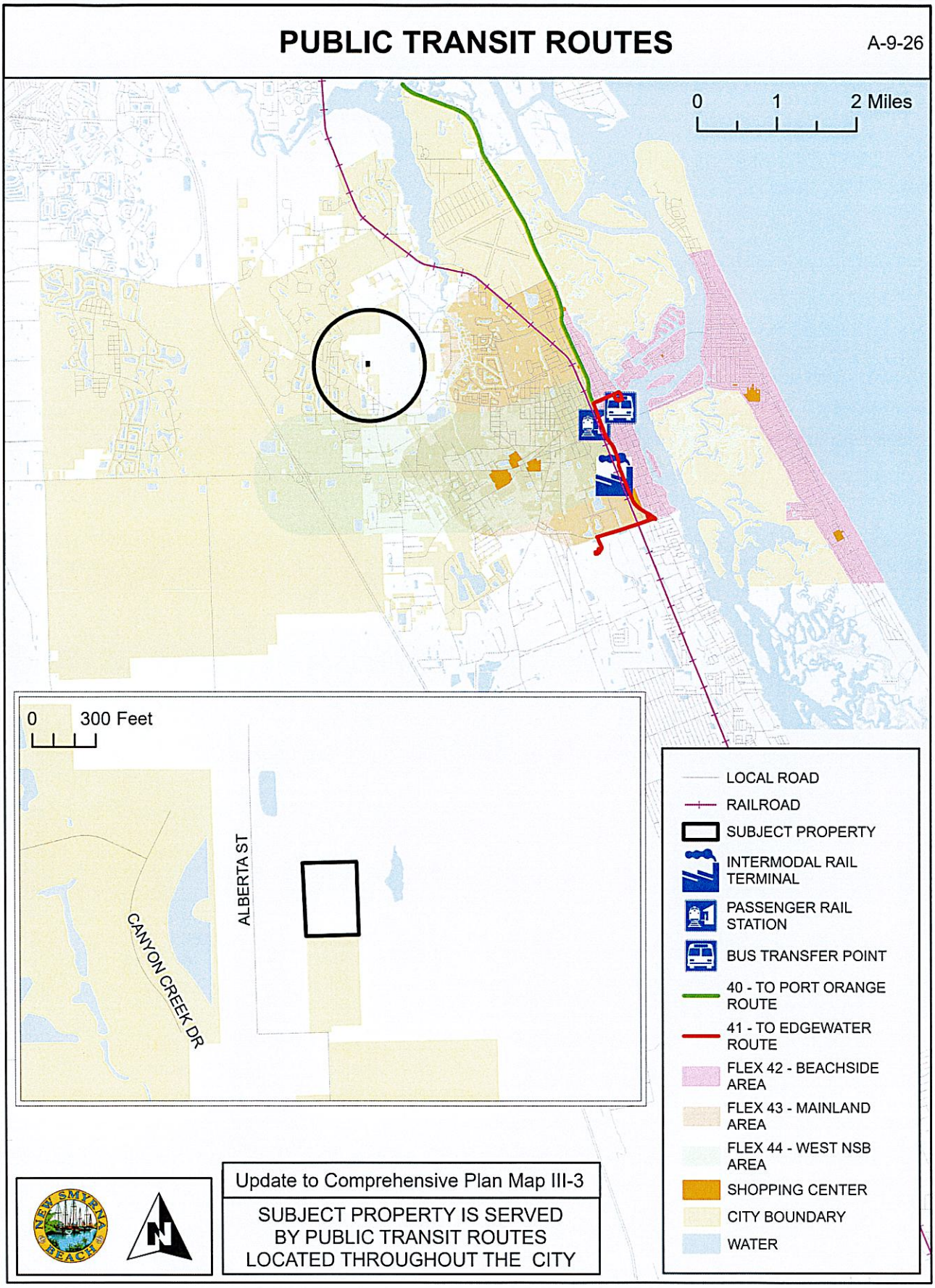

PUBLIC TRANSIT ROUTES
A-9-26
0
1
2 Miles
0
300 Feet
ALBERTA ST
CANYON CREEK DR
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
40 - TO PORT ORANGE ROUTE
41 - TO EDGEWATER ROUTE
FLEX 42 - BEACHSIDE AREA
FLEX 43 - MAINLAND AREA
FLEX 44 - WEST NSB AREA
SHOPPING CENTER
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-3
SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

EXHIBIT "H"

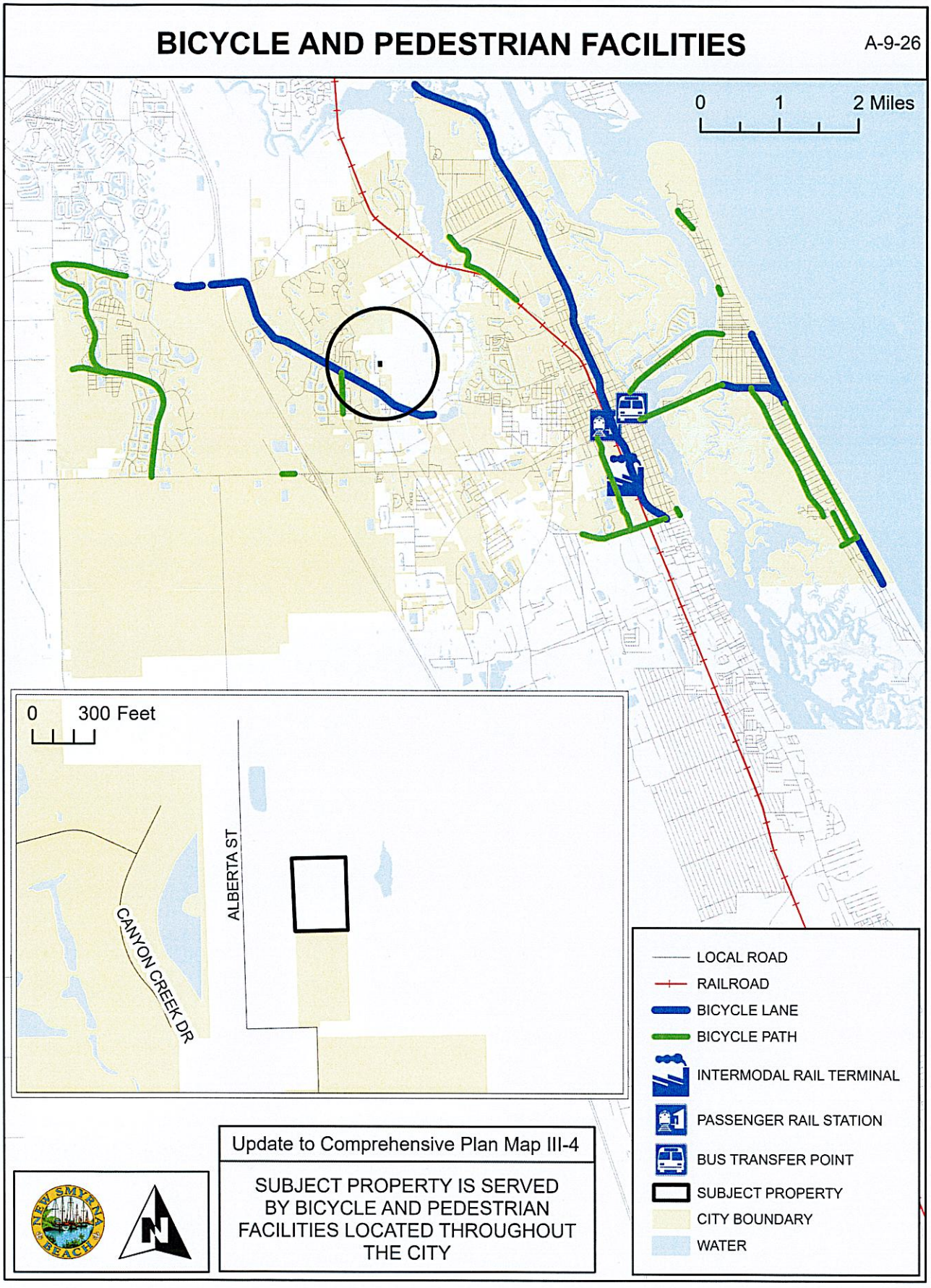

BICYCLE AND PEDESTRIAN FACILITIES
A-9-26
0 1 2 Miles
0 300 Feet
ALBERTA ST
CANYON CREEK DR
LOCAL ROAD
RAILROAD
BICYCLE LANE
BICYCLE PATH
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-4
SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

EXHIBIT "I"

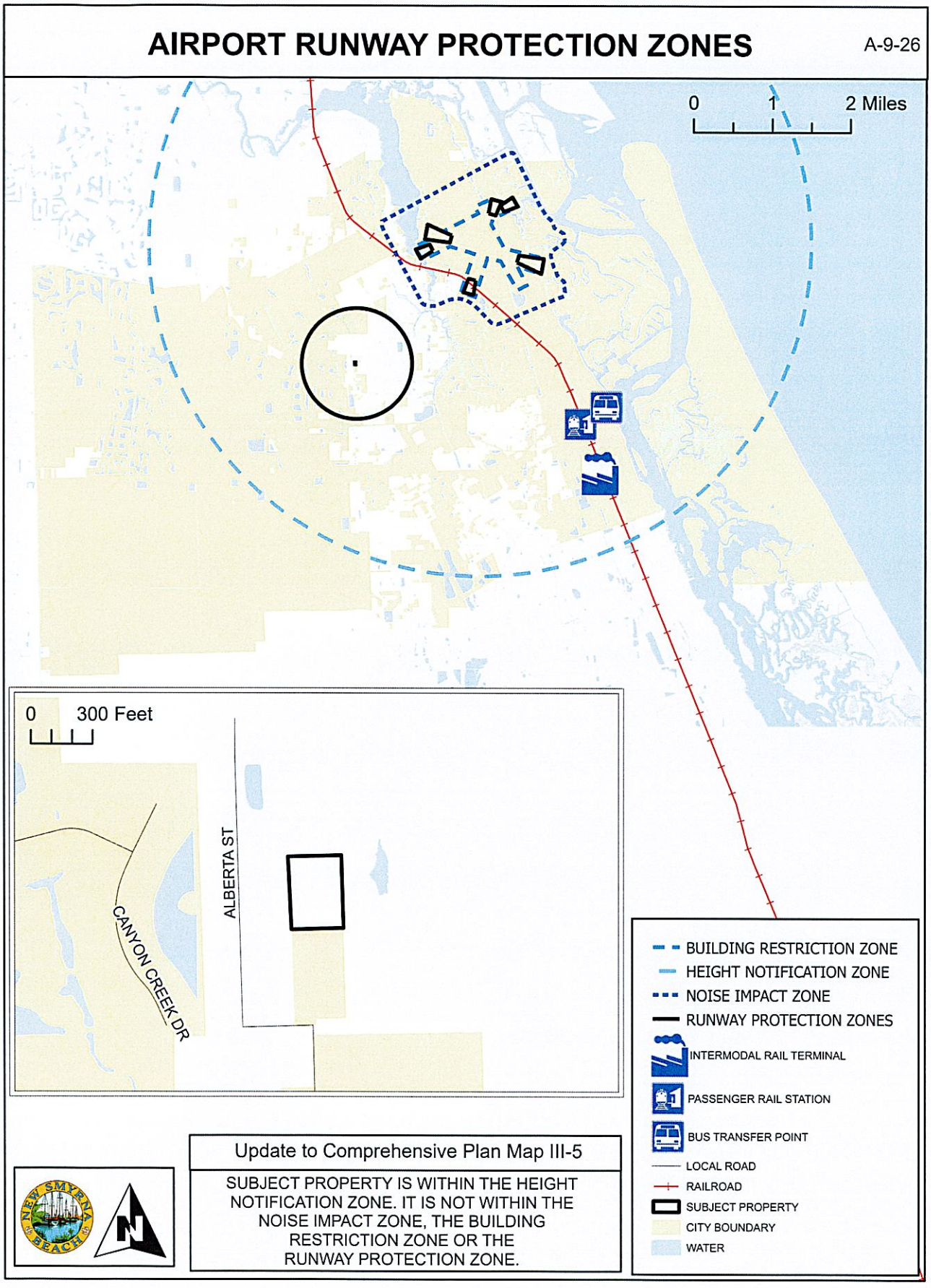

AIRPORT RUNWAY PROTECTION ZONES
A-9-26
0
1
2 Miles
0
300 Feet
ALBERTA ST
CANYON CREEK DR
BUILDING RESTRICTION ZONE
HEIGHT NOTIFICATION ZONE
NOISE IMPACT ZONE
RUNWAY PROTECTION ZONES
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-5
SUBJECT PROPERTY IS WITHIN THE HEIGHT NOTIFICATION ZONE. IT IS NOT WITHIN THE NOISE IMPACT ZONE, THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

EXHIBIT "J"

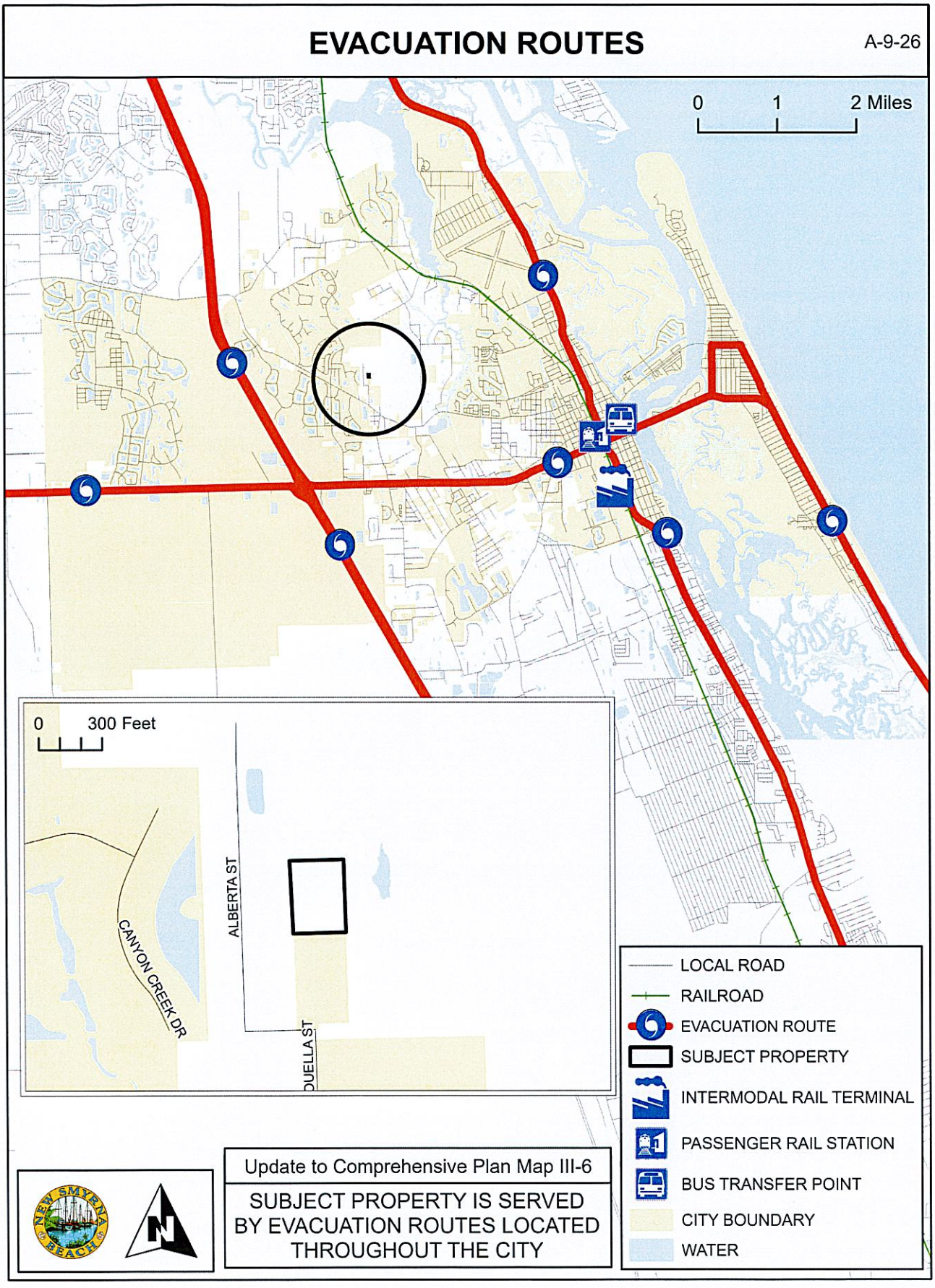

EVACUATION ROUTES
A-9-26
0 1 2 Miles
0 300 Feet
ALBERTA ST
CANYON CREEK DR
QUELLA ST
LOCAL ROAD
RAILROAD
EVACUATION ROUTE
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-6
SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXHIBIT "K"

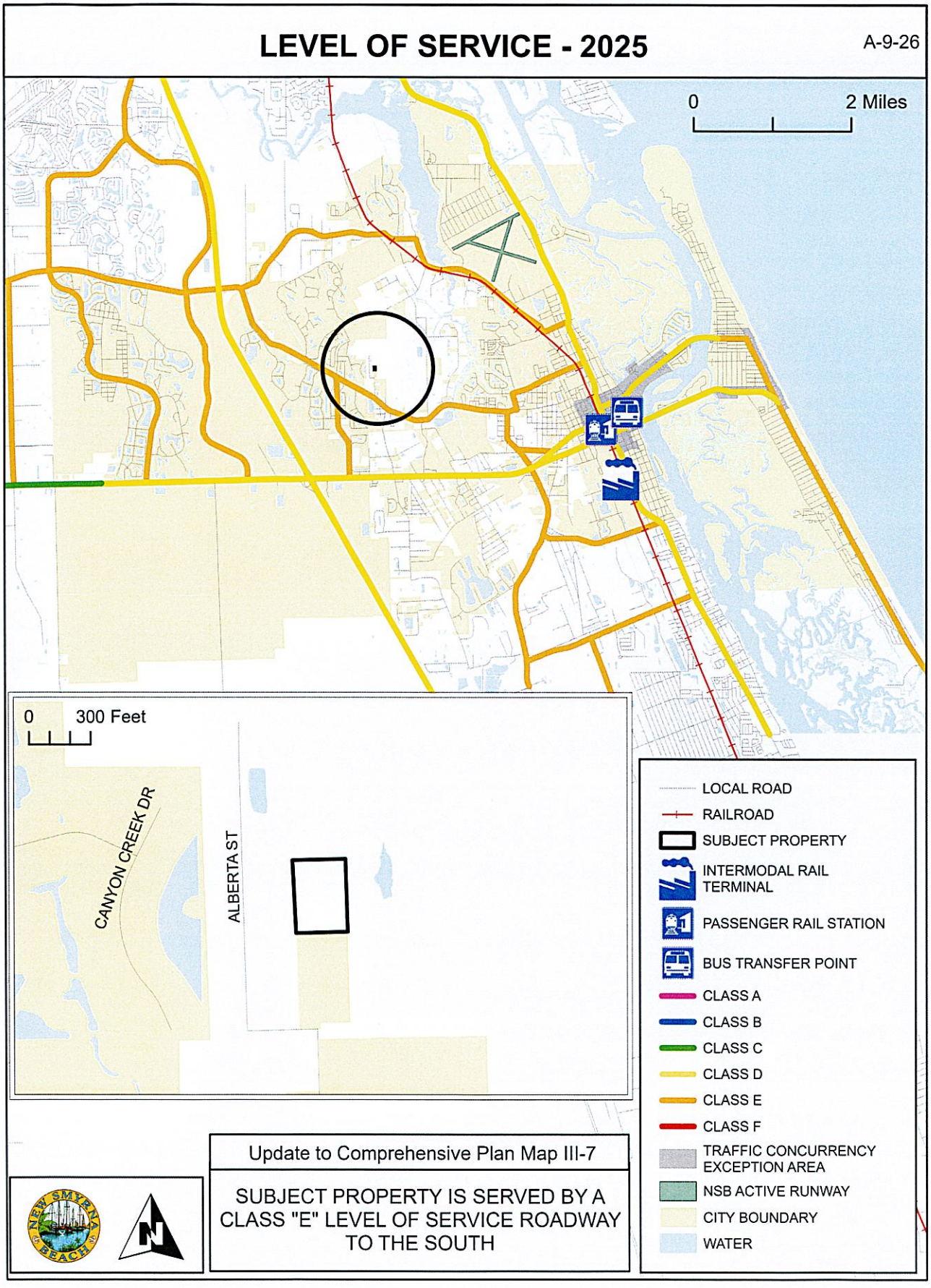

LEVEL OF SERVICE - 2025
A-9-26
0
2 Miles
A
0
300 Feet
CANYON CREEK DR
ALBERTA ST
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CLASS A
CLASS B
CLASS C
CLASS D
CLASS E
CLASS F
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-7
SUBJECT PROPERTY IS SERVED BY A CLASS "E" LEVEL OF SERVICE ROADWAY TO THE SOUTH

EXHIBIT "L"

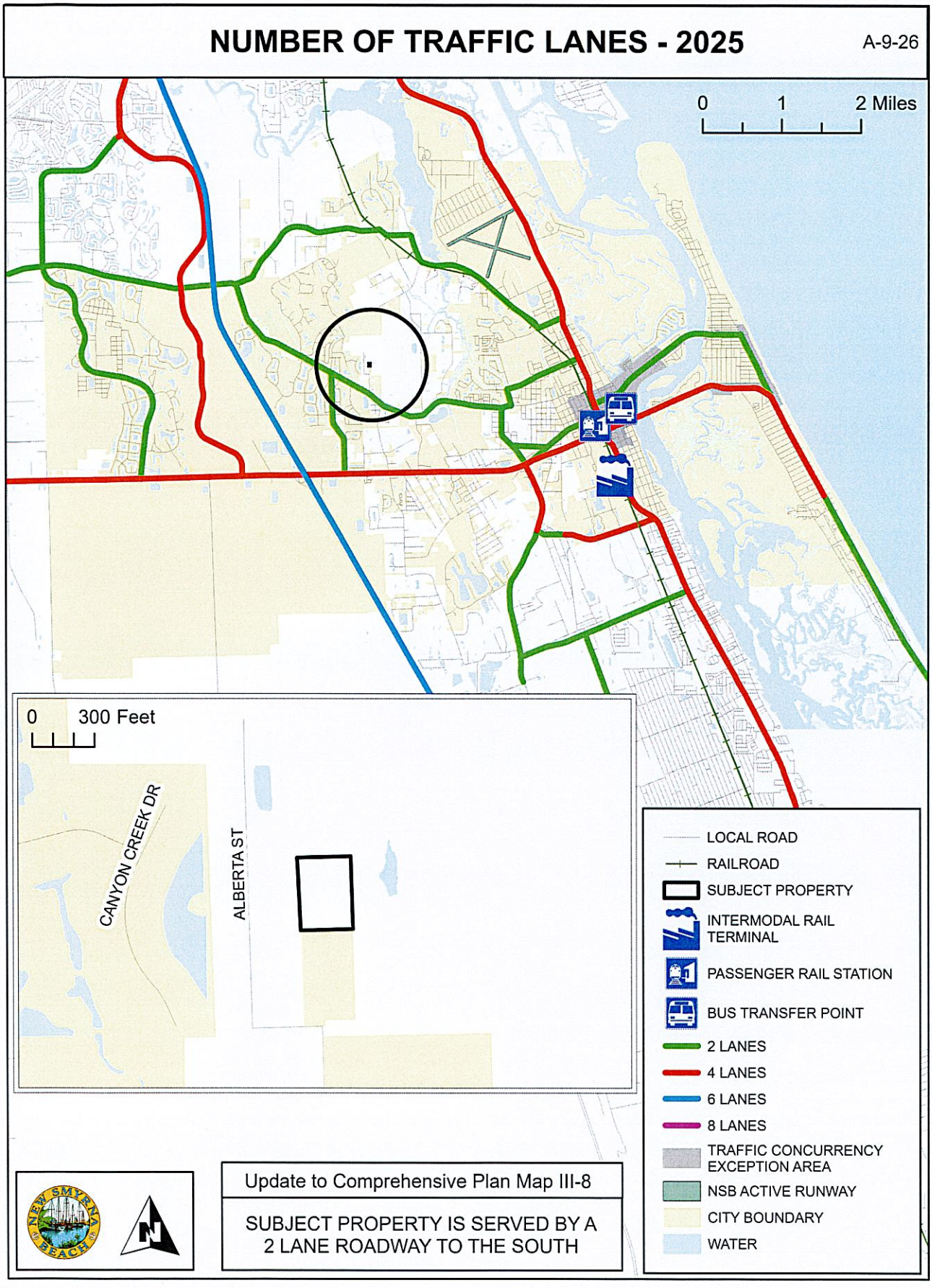

NUMBER OF TRAFFIC LANES - 2025
A-9-26
0 1 2 Miles
0 300 Feet
CANYON CREEK DR
ALBERTA ST
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANES
4 LANES
6 LANES
8 LANES
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-8
SUBJECT PROPERTY IS SERVED BY A 2 LANE ROADWAY TO THE SOUTH

EXHIBIT "M"

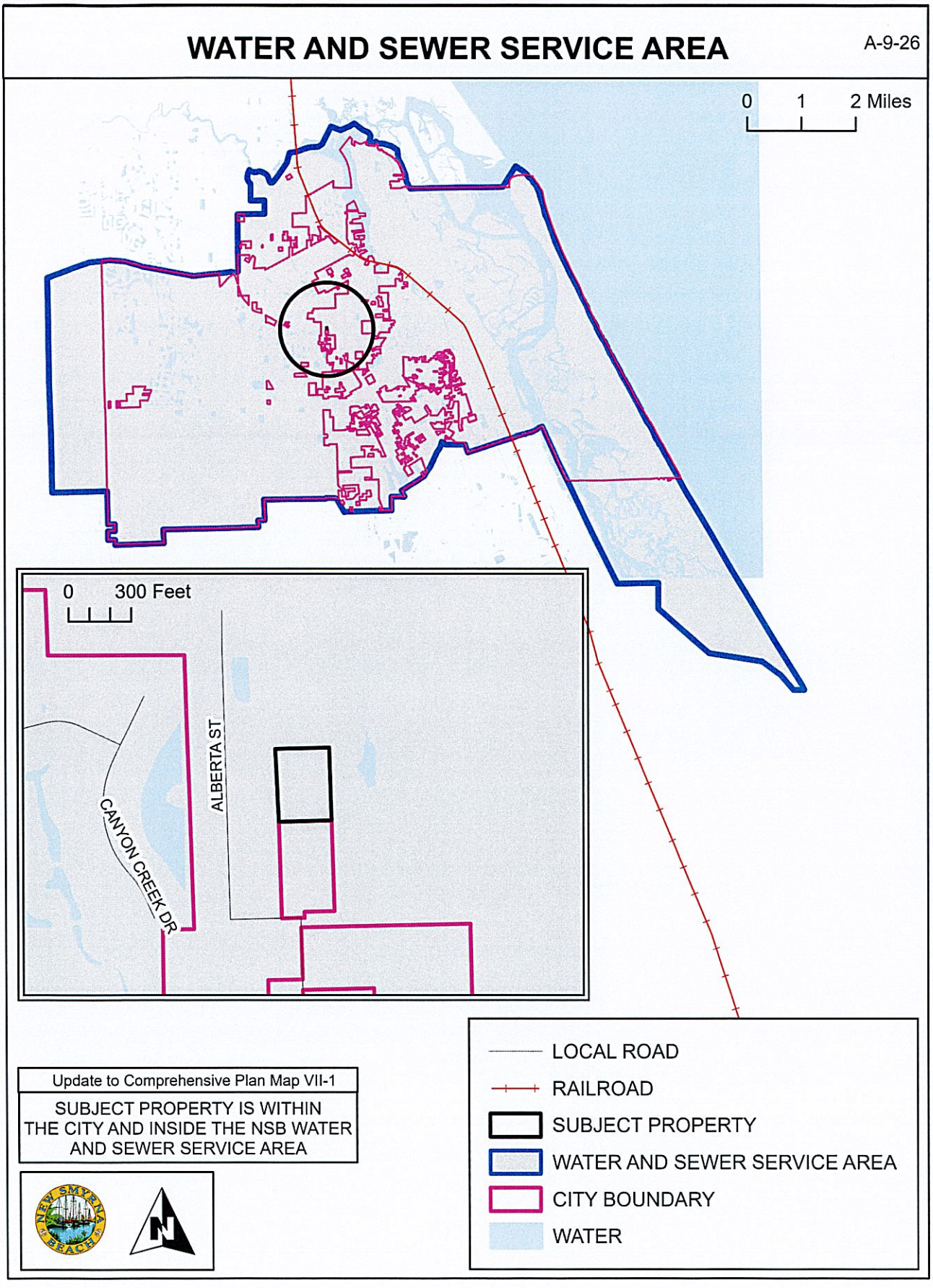

WATER AND SEWER SERVICE AREA
A-9-26
0 1 2 Miles
0 300 Feet
ALBERTA ST
CANYON CREEK DR
Update to Comprehensive Plan Map VII-1
SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
WATER AND SEWER SERVICE AREA
CITY BOUNDARY
WATER

EXHIBIT "N"

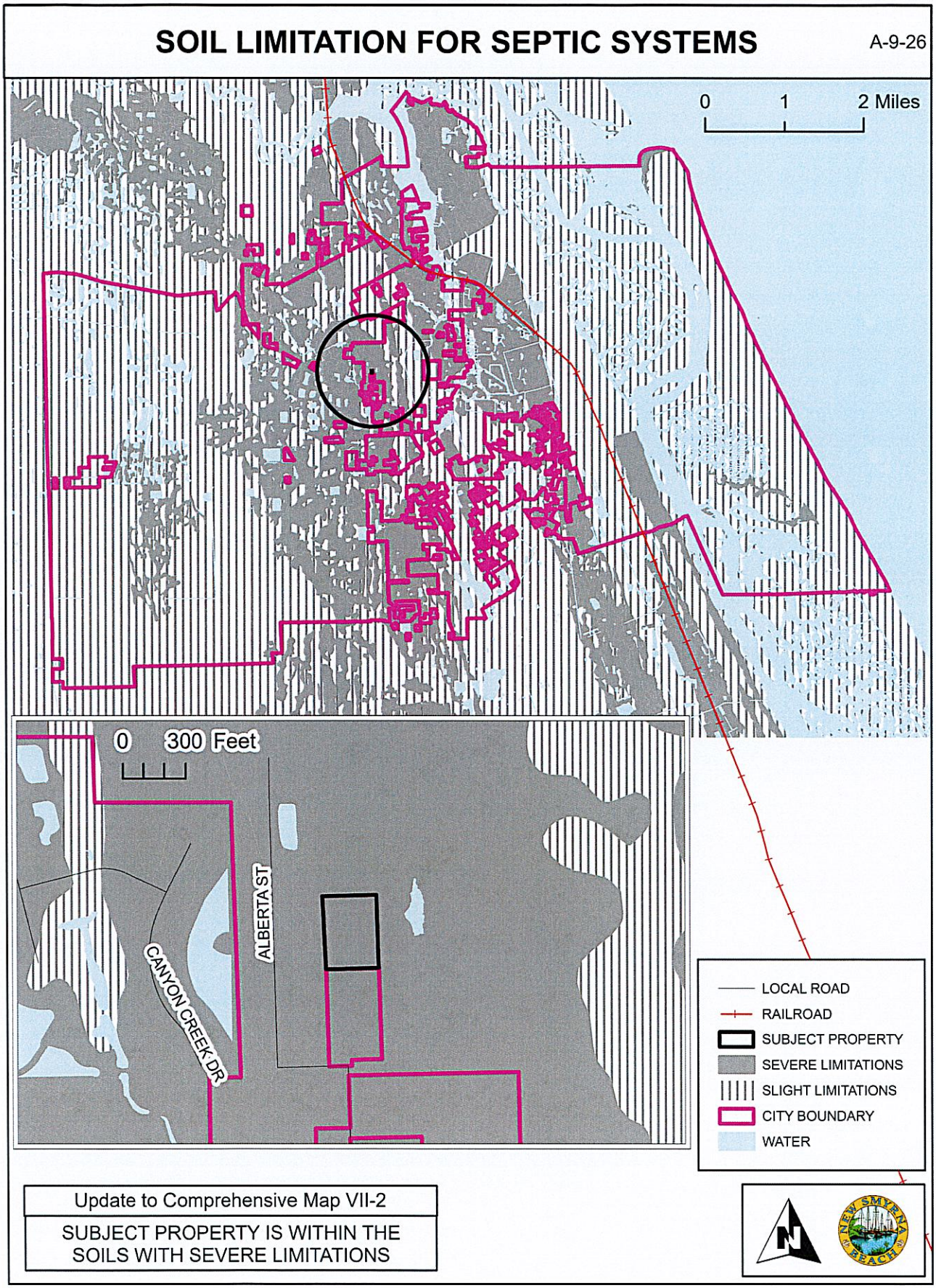

SOIL LIMITATION FOR SEPTIC SYSTEMS
A-9-26
0 1 2 Miles
0 300 Feet
ALBERTA ST
CANYON CREEK DR
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
SEVERE LIMITATIONS
SLIGHT LIMITATIONS
CITY BOUNDARY
WATER
Update to Comprehensive Map VII-2
SUBJECT PROPERTY IS WITHIN THE SOILS WITH SEVERE LIMITATIONS
NEW SMYRNA BEACH

EXHIBIT "O"

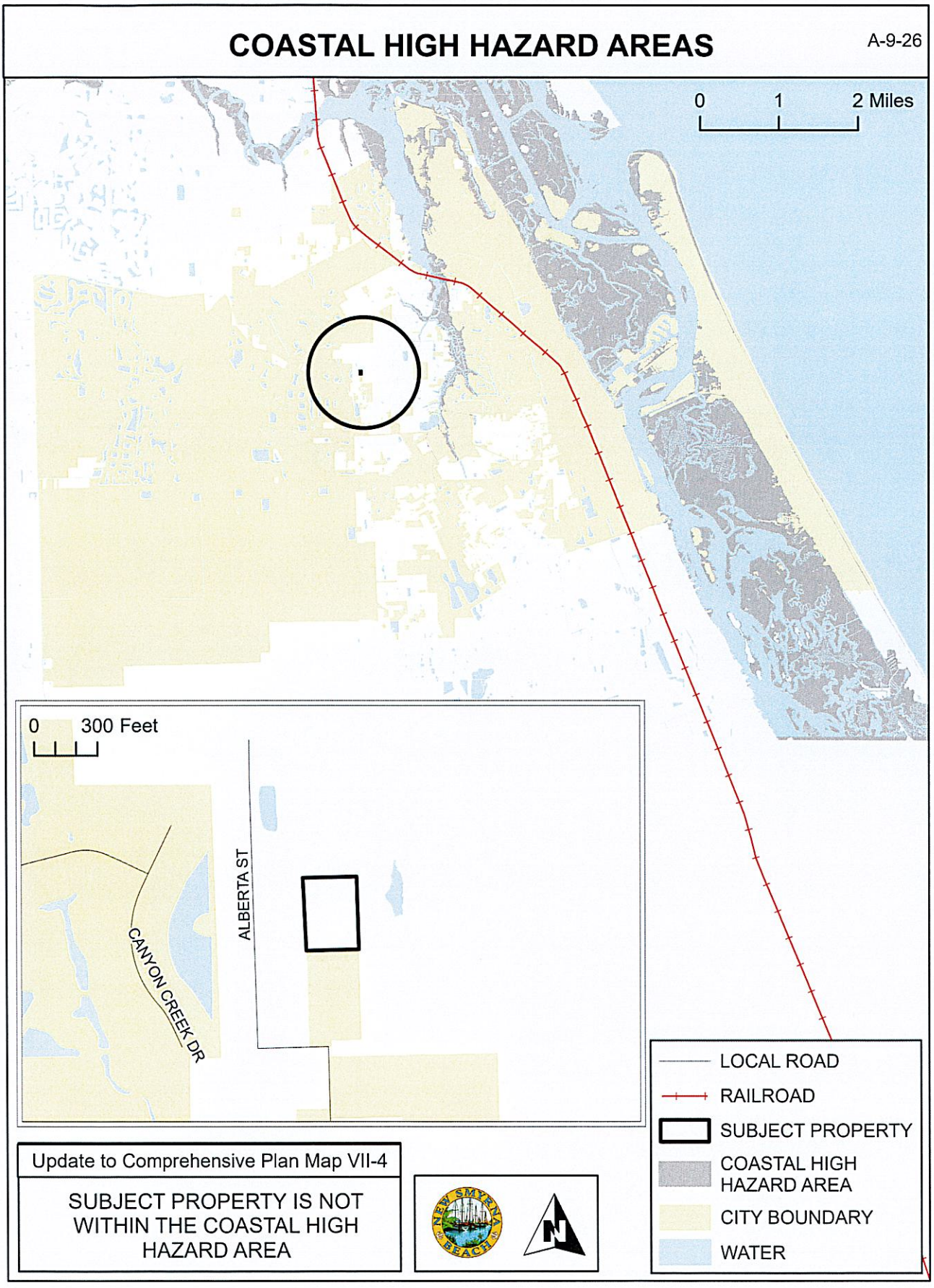

COASTAL HIGH HAZARD AREAS
A-9-26
0 1 2 Miles
0 300 Feet
ALBERTA ST
CANYON CREEK DR
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
COASTAL HIGH HAZARD AREA
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VII-4
SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA

EXHIBIT "P"

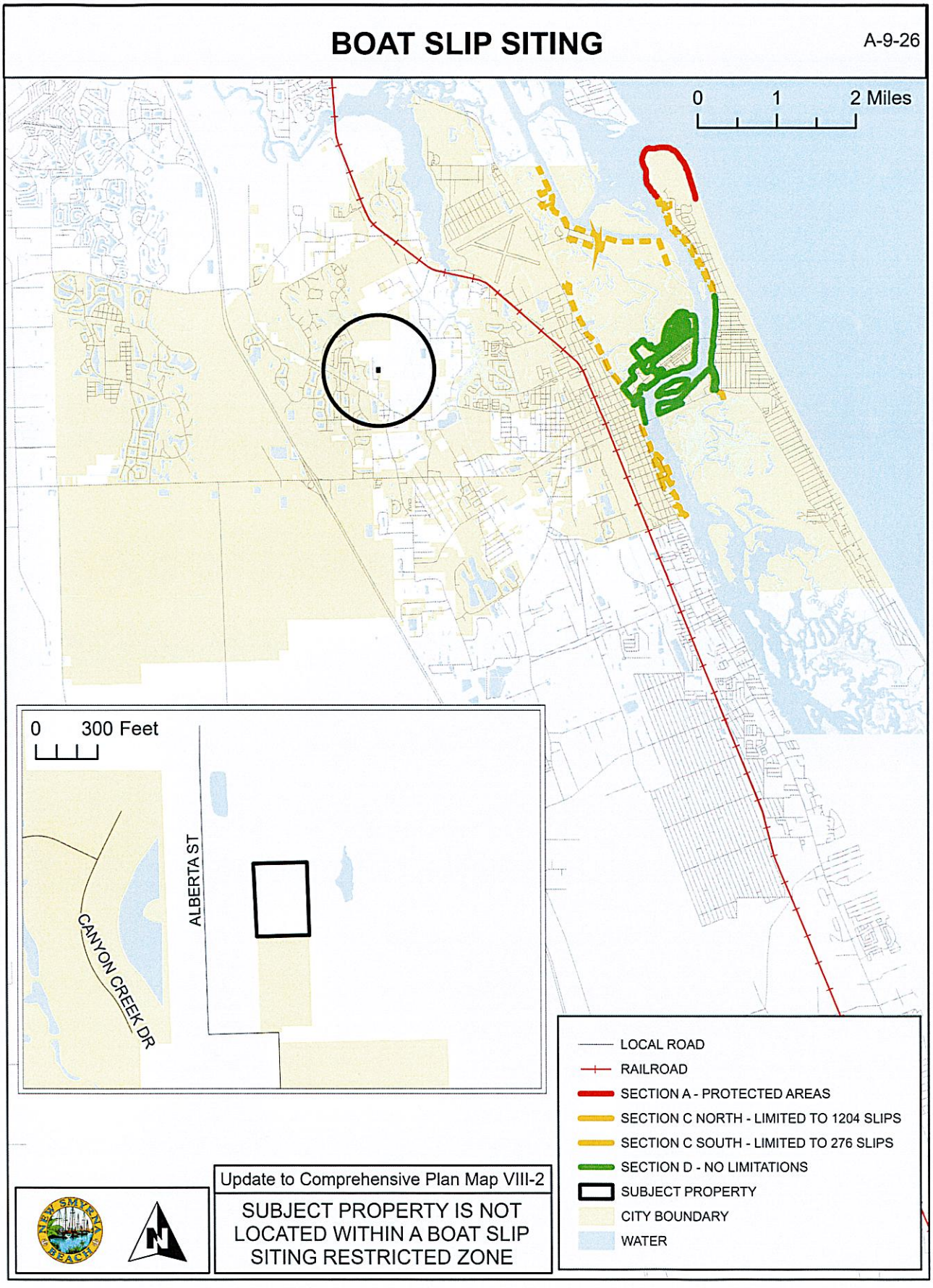
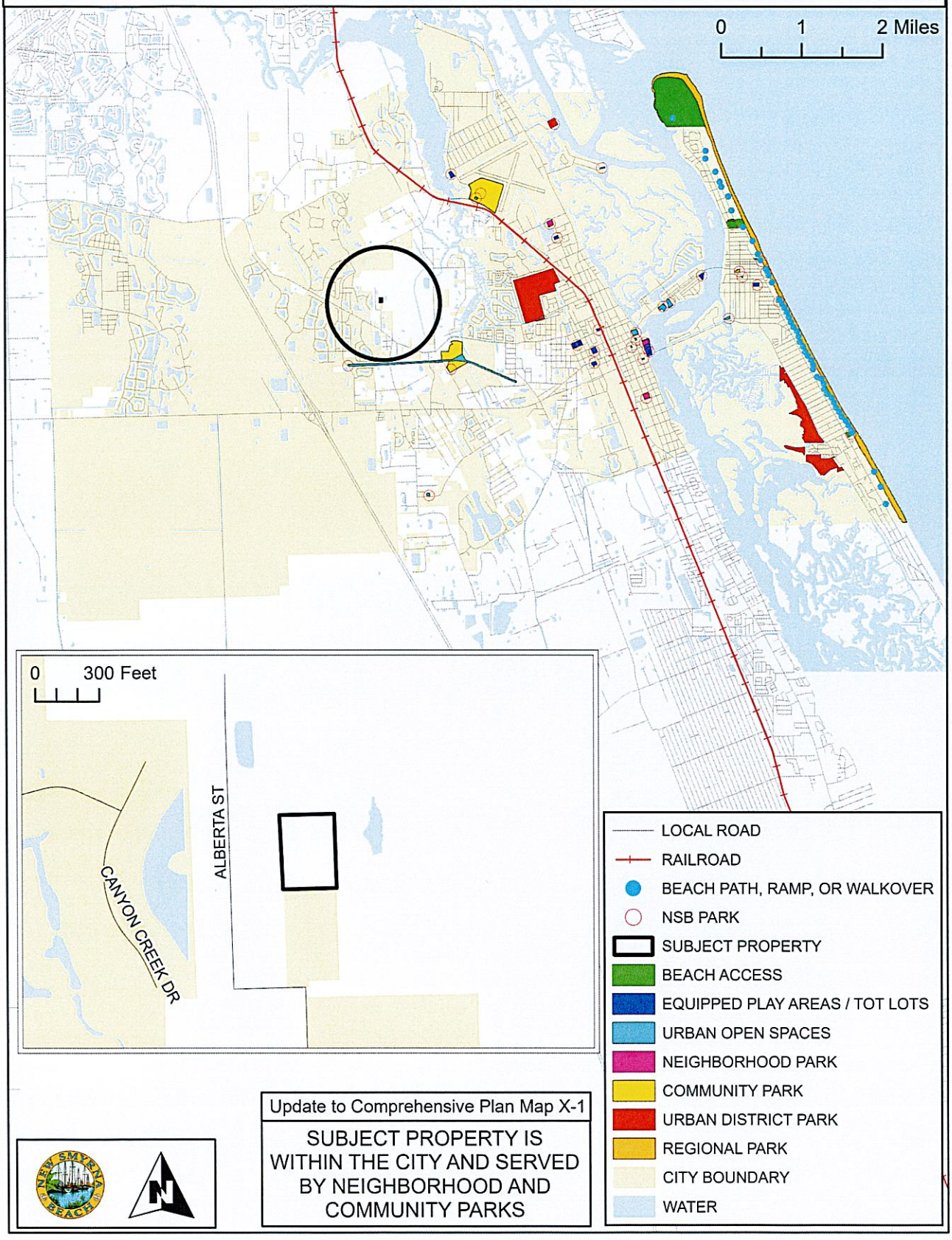

BOAT SLIP SITING
A-9-26
0 1 2 Miles
0 300 Feet
ALBERTA ST
CANYON CREEK DR
LOCAL ROAD
RAILROAD
SECTION A - PROTECTED AREAS
SECTION C NORTH - LIMITED TO 1204 SLIPS
SECTION C SOUTH - LIMITED TO 276 SLIPS
SECTION D - NO LIMITATIONS
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VIII-2
SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

EXHIBIT "Q"

CITY PARKS

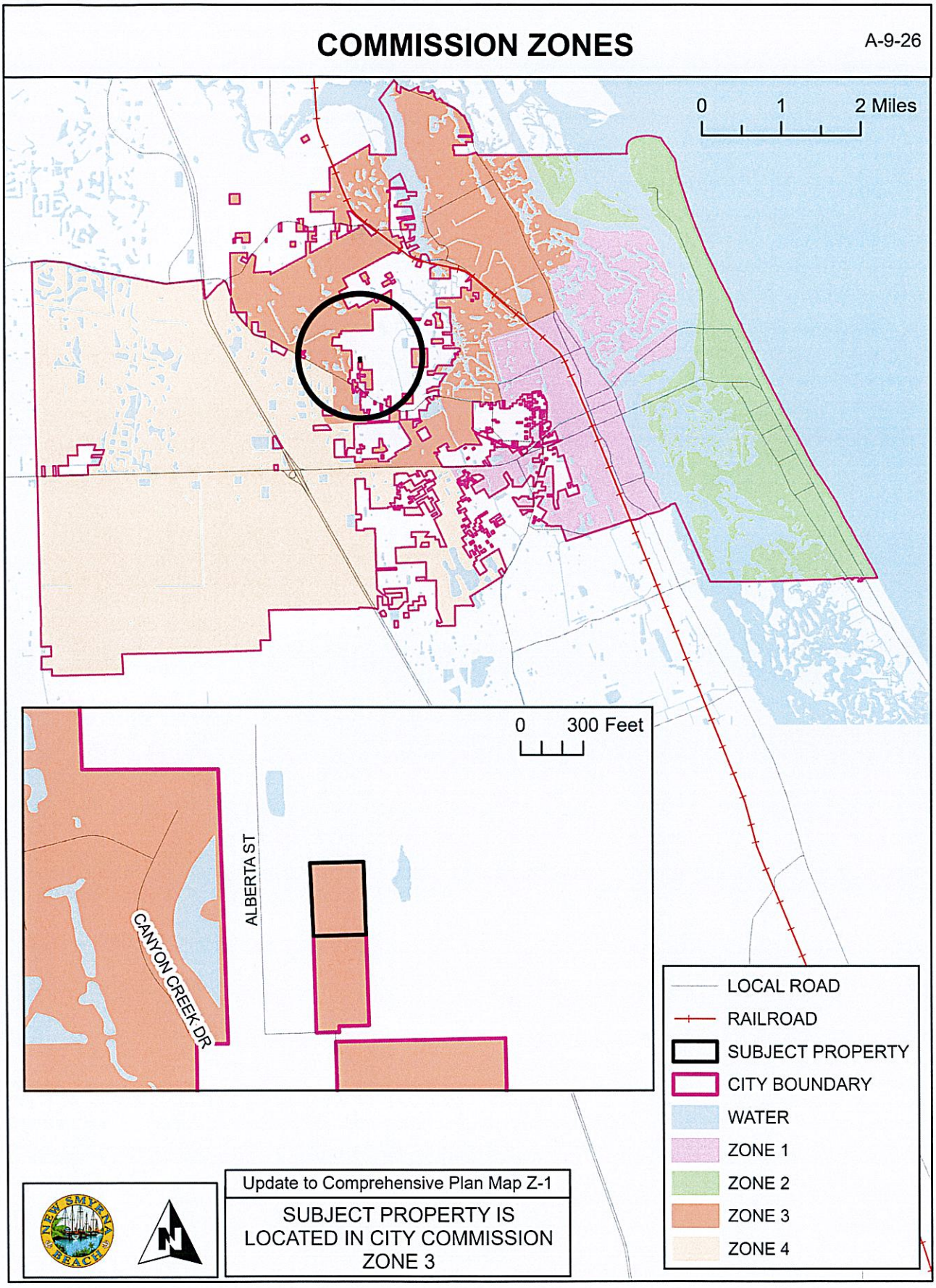
A-9-26



Update to Comprehensive Plan Map X-1

SUBJECT PROPERTY IS WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

EXHIBIT "R"


COMMISSION ZONES
A-9-26
0 1 2 Miles
0 300 Feet
ALBERTA ST
CANYON CREEK DR
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 3

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 62-26: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD REZONE APPROXIMATELY 1.94 ± ACRES OF LAND TO CITY A-3, TRANSITIONAL AGRICULTURE FOR PROPERTY LOCATED AT THE CORNER OF ALBERTA STREET AND LOUELLA STREET AS PART OF AN OVERALL ANNEXATION APPLICATION.

October 27, 2026

Background:

Applicants and Property Owners: Nicole and Ryan Shuler, 736 Louella Street, New Smyrna Beach, Florida 32168.

Request: Rezoning:

- **From:** Volusia County zoning designation of A-3, Transitional Agriculture with an "A" attached for Airport Height Notification Zone.

- **To:** City zoning designation of A-3, Transitional Agriculture with an "A" attached for Airport Height Notification Zone.

Site Information:

- **Size:** 1.94 ± acres.
- **Location:** Between Louella Street and Alberta Street, north of 736 Louella Street.
- **Tax I.D. Number:** 7314-00-00-0237.

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. A new agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Alberta Street is undeveloped. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**.

The existing Volusia County zoning designation of the subject property is shown on the following map as **Exhibit C**. The current zoning text description for the subject property is attached as **Exhibit D**. Existing land uses are shown on the map attached as **Exhibit E**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use categories and zoning designations that would be as similar as possible to existing County categories and designations. The existing County FLU category is Rural. The existing County zoning designation is A-3, Transitional Agriculture. The proposed City FLU category is Rural. The proposed City zoning designation is A-3, Transitional Agriculture. A text description of the proposed City A-3, Transitional Agriculture zoning designation, and a map of the proposed changes are attached as **Exhibits F** and **G**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property on Alberta Street is undeveloped with no increased allowable density proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

The ISBA map is attached as **Exhibit H**. The legal description and Warranty Deed are attached as **Exhibits I** and **J**.

Recommendations:

At its regular scheduled meeting on September 14, 2026, the planning and Zoning Board voted, 7-0, to give a positive recommendation to the City Commission to **approve** the requested rezoning to City A-3, Transitional Agriculture with an “A” attached for Airport Height Notification Zone as part of an overall annexation application.

The Planning Department also recommends the City Commission to approve the rezoning to City A-3, Transitional Agriculture with an “A” attached for Airport Height Notification Zone as part of an overall annexation application.

Fiscal Analysis:
N/A

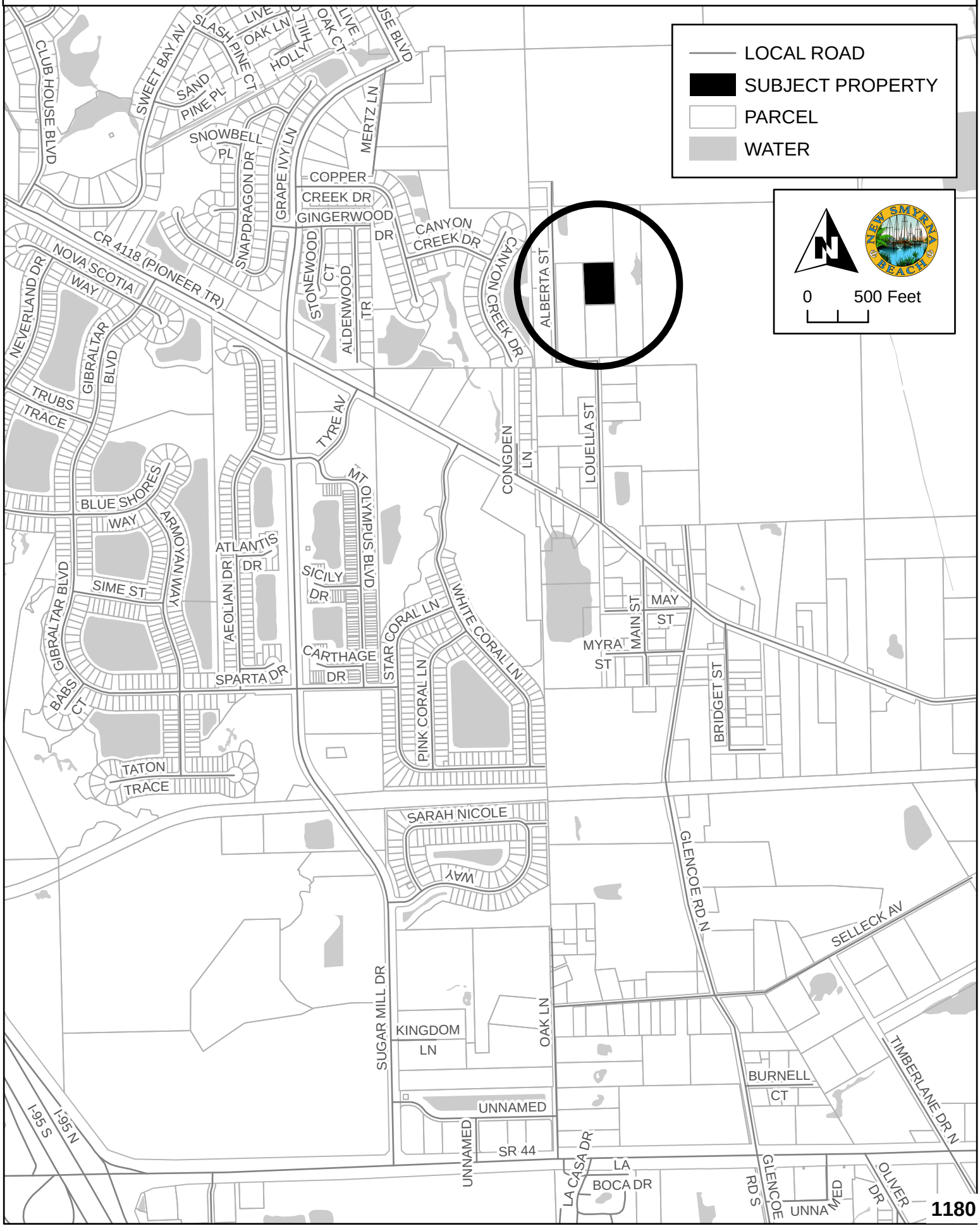
Strategic Plan Item:
Yes

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing Zoning Map.pdf
Exhibit D County A-3 Zoning Text.pdf
Exhibit E Existing Land Use Map.pdf
Exhibit F City A-3 Zoning Text.pdf
Exhibit G Proposed Zoning Map.pdf
Exhibit H Interlocal Service Boundary Agreement Map.pdf
Exhibit I Legal Description.pdf
Exhibit J Warranty Deed.pdf
Business Impact Estimate - Ord 62-26 Alberta St (Rezone).pdf
Ord 62-26 Rezoning Alberta St.pdf

A-9-26: ALBERTA STREET
PARCEL: 7314-00-00-0237 LOCATION MAP

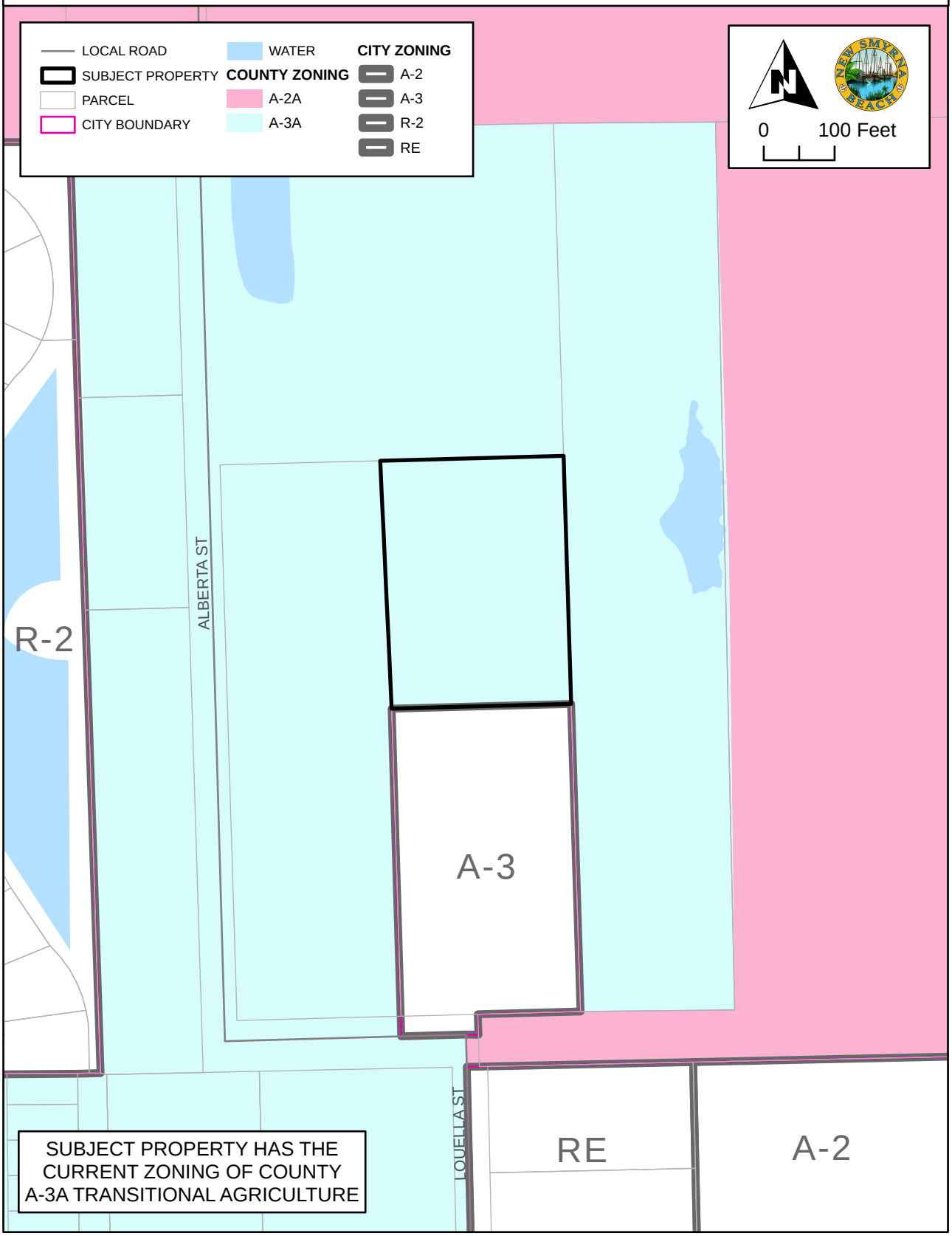


A-9-26: ALBERTA STREET
PARCEL: 7314-00-00-0237 AERIAL MAP



EXISTING ZONING

A-9-26



A-3 TRANSITIONAL AGRICULTURE CLASSIFICATION

Purpose and intent: The purpose and intent of the A-3 Transitional Agriculture Classification is to preserve and protect small farms for personal and limited agricultural production or to provide a transitional agricultural zone between more intensive agricultural use areas and residential areas. It is intended that this classification be applied to properties which are within a designated rural community, to preserve existing agricultural uses in urban areas as depicted by the comprehensive plan, or to properties so as to coincide with the existing character of an area in a manner consistent with the comprehensive plan.

In order to ensure the long-term vitality of agricultural uses and natural resources, all agricultural uses are encouraged to utilize the natural resource conservation service (formerly the soil conservation service) best management techniques and other agricultural best management practices.

Permitted principal uses and structures: In the A-3 Transitional Agriculture Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

Except for those permitted special exceptions listed hereunder, all agricultural pursuits, including the processing, packaging, storage and sale of agriculture products which are raised on the premises.

Apiaries.

Aquaculture operations in which there are no associated excavations.

Aviaries.

Communication towers not exceeding 70 feet in height above ground level.

Essential utility services.

Exempt excavations (refer to subsection 72-293(15)) and/or those which comply with division 8 of the Land Development Code of Volusia County [article III] and/or final site plan review procedures of this article.

Exempt landfills (refer to subsection 72-293(16)).

Fire stations.

Hobby breeder.

Home occupations, class A (refer to section 72-283).

Houses of worship.

Parks and recreation areas accessory to residential developments.

Public schools.

Publicly owned parks and recreational areas.

Publicly owned or regulated water supply wells.

Silvicultural operations which follow the most up to date state-prescribed best management practices.

Single-family standard or manufactured modular dwelling.

Tailwater recovery systems.

Worm raising.

Permitted special exceptions: Additional regulations/requirements governing permitted special exceptions are located in sections 72-293 and 72-415 of this article.

Animal shelters.

Aquaculture operations in which there are nonexempt excavations (refer to subsection 72-293(15)).

Bed and breakfast (refer to subsection 72-293(19)).

Cemeteries (refer to subsection 72-293(4)).

Communication towers exceeding 70 feet in height above ground level.

Dairies and dairy products (minimum parcel size requirement of five acres).

Day care centers (refer to subsection 72-293(6)).

Dogs and cats boarded as personal pets exceeding the number permitted in subsection 72-306(a).

Equestrian/livestock event facility.

Excavations only for stormwater retention ponds for which a permit is required by this article.

Garage apartments.

Group home (refer to subsection 72-293(12)).

Hog farms (minimum parcel size requirement of 2.5 acres).

Home occupations, class B (refer to section 72-283).

Kennels.

Livestock feed lots (minimum parcel size requirement of five acres).

Off-street parking areas (refer to subsection 72-293(14)).

Poultry farms (minimum parcel size requirement of 2.5 acres).

Processing, packaging, storage, retail or wholesale sales of agricultural products not raised on the premises.

Public uses not listed as a permitted principal use.

Public utility uses and structures (refer to subsection 72-293(1)).

Recreational areas (refer to subsection 72-293(3)).

Riding stables.

Schools, parochial and private (refer to subsection 72-293(4)).

Single-family mobile home dwelling with a minimum floor area of 480 square feet as a temporary residence while building a standard or manufactured dwelling (maximum duration of 18 months).

Temporary campsites for three days before, during and three days after any regularly scheduled racing event at the Daytona Beach International Speedway for Speedweeks, Biketoberfest, the Pepsi 400, and Bike Week, on condition that security, portable toilets, garbage disposal and potable water facilities sufficient to accommodate all occupants and other relevant conditions are provided. Related special events and sales are allowed, if approved as part of the special exception.

Wholesale or retail fertilizer sales.

Dimensional requirements:

Minimum lot size:

Area: One acre.

Width: 150 feet.

Minimum yard size:

Front yard: 40 feet.

Rear yard: 40 feet.

Side yard: 25 feet.

Waterfront yard: 40 feet.

Maximum building height: 55 feet.

Maximum lot coverage: The total lot area covered with principal and accessory buildings shall not exceed 35 percent.

Minimum floor area: 1,000 square feet.

Off-street parking and loading requirement: Off-street parking and loading areas meeting the requirements of sections 72-286 and 72-287 shall be constructed.

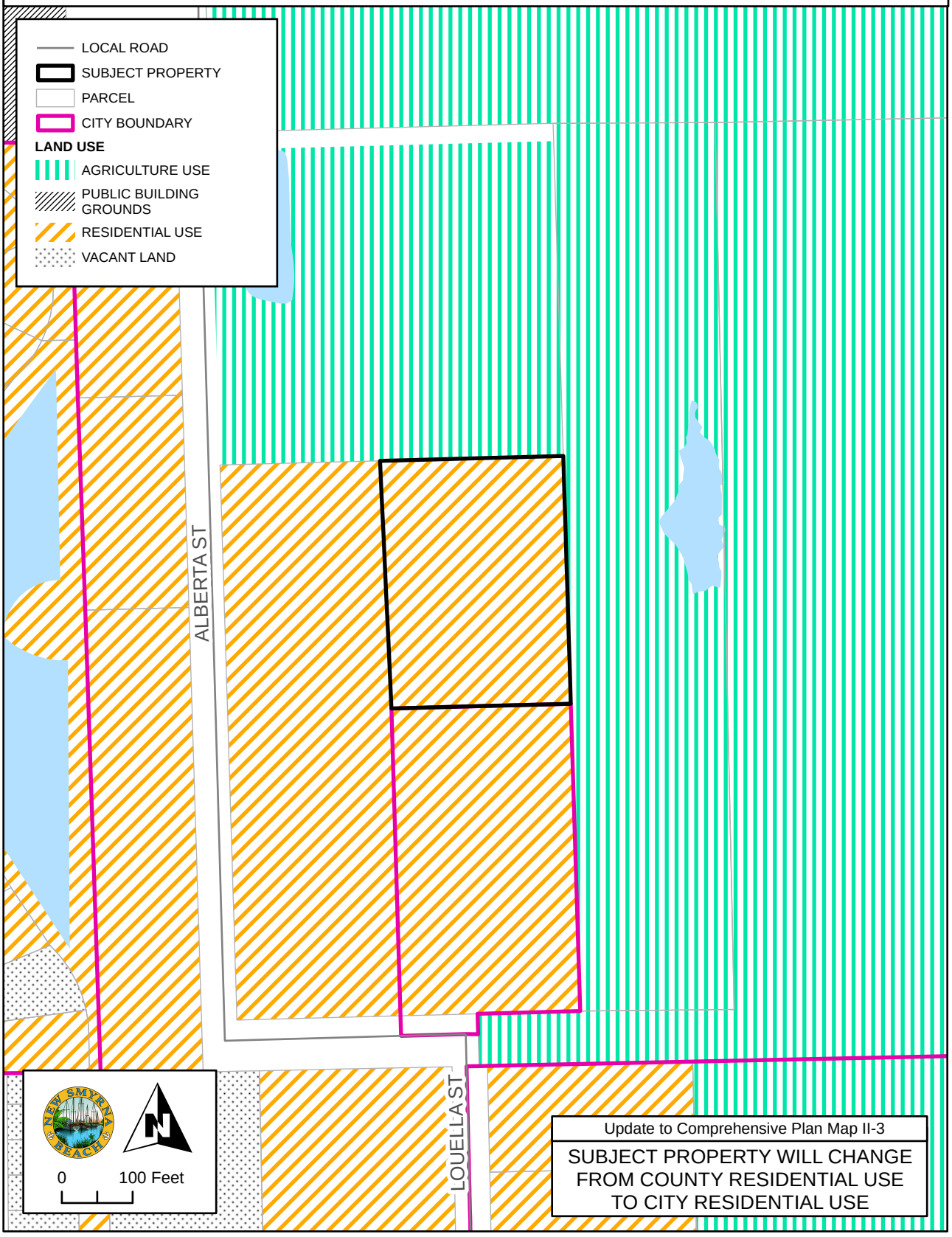
Skirting requirement for mobile home dwelling: The area between the ground and floor of the mobile home dwelling shall be enclosed with skirting.

(Ord. No. 81-39, §§ VII, VIII, 11-19-81; Ord. No. 82-20, §§ V, XIII, 12-9-82; Ord. No. 84-1, §§ I, III, VI, 3-8-84; Ord. No. 84-25, § IV, 10-10-84; Ord. No. 87-14, § II, 6-18-87; Ord. No. 89-20, §§ VI, VII, IX, 6-20-89; Ord. No. 90-34, § 11, 9-27-90; Ord. No. 92-6, § XIII, 6-4-92; Ord. No. 94-4, § XV, 5-5-94; Ord. No. 97-19, §

II, 8-7-97; Ord. No. 98-25, § VII, 12-17-98; Ord. No. 2004-20, § V, 12-16-04; Ord. No. 2009-17, § III, 5-21-09)

EXISTING LAND USE DESIGNATIONS

A-9-26



A-3 TRANSITIONAL AGRICULTURE CLASSIFICATION

Purpose and intent: The purpose and intent of the A-3 Transitional Agriculture Classification is to preserve and protect small farms for personal and limited agricultural production or to provide a transitional agricultural zone between more intensive agricultural use areas and residential areas. It is intended that this classification be applied to properties which are within a designated rural community, to preserve existing agricultural uses in urban areas as depicted by the comprehensive plan, or to properties so as to coincide with the existing character of an area in a manner consistent with the comprehensive plan.

In order to ensure the long-term vitality of agricultural uses and natural resources, all agricultural uses are encouraged to utilize the natural resource conservation service (formerly the soil conservation service) best management techniques and other agricultural best management practices.

Permitted principal uses and structures: In the A-3 Transitional Agriculture Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

Except for those permitted special exceptions listed hereunder, all agricultural pursuits, including the processing, packaging, storage and sale of agriculture products which are raised on the premises.

Apiaries.
Aquaculture operations in which there are no associated excavations.
Aviaries.
Communication towers not exceeding 70 feet in height above ground level.
Essential utility services.
Exempt excavations.
Exempt landfills.
Fire stations.
Hobby breeder.

Parks and recreation areas accessory to residential developments.
Public schools.
Publicly owned parks and recreational areas.
Publicly owned or regulated water supply wells.
Silvicultural operations which follow the most up to date state-prescribed best management practices.
Single-family standard or manufactured modular dwelling.
Tailwater recovery systems.
Worm raising.

Permitted special exceptions:

Animal shelters.
Aquaculture operations in which there are nonexempt excavations.
Cemeteries.
Communication towers exceeding 70 feet in height above ground level.
Dairies and dairy products (minimum parcel size requirement of five acres).
Day care centers.
Equestrian/livestock event facility.
Excavations only for stormwater retention ponds for which a permit is required by this article.
Garage apartments.
Group home.
Hog farms (minimum parcel size requirement of 2.5 acres).
Houses of worship.
Kennels.
Livestock feed lots (minimum parcel size requirement of five acres).
Off-street parking areas.
Poultry farms (minimum parcel size requirement of 2.5 acres).
Processing, packaging, storage, retail or wholesale sales of agricultural products not raised on the premises.
Public uses not listed as a permitted principal use.
Public utility uses and structures.
Recreational areas.
Riding stables.
Schools, parochial and private.
Single-family mobile home dwelling with a minimum floor area of 480 square feet as a temporary residence while building a standard or manufactured dwelling (maximum duration of 18 months).
Temporary campsites for three days before, during and three days after any regularly scheduled racing event at the Daytona Beach International Speedway for Speedweeks, Biketoberfest, the Pepsi 400, and Bike Week, on condition that security, portable toilets, garbage disposal and potable water facilities sufficient to accommodate all occupants and other relevant conditions are provided. Related special events and sales are allowed, if approved as part of the special exception.
Wholesale or retail fertilizer sales.

Dimensional requirements:
Minimum lot size:
Area: One acre.
Width: 150 feet.

Minimum yard size:
Front yard: 40 feet.
Rear yard: 40 feet.
Side yard: 25 feet.
Waterfront yard: 40 feet.

Maximum building height: 55 feet.

Maximum lot coverage: The total lot area covered with principal and accessory buildings shall not exceed 35 percent.

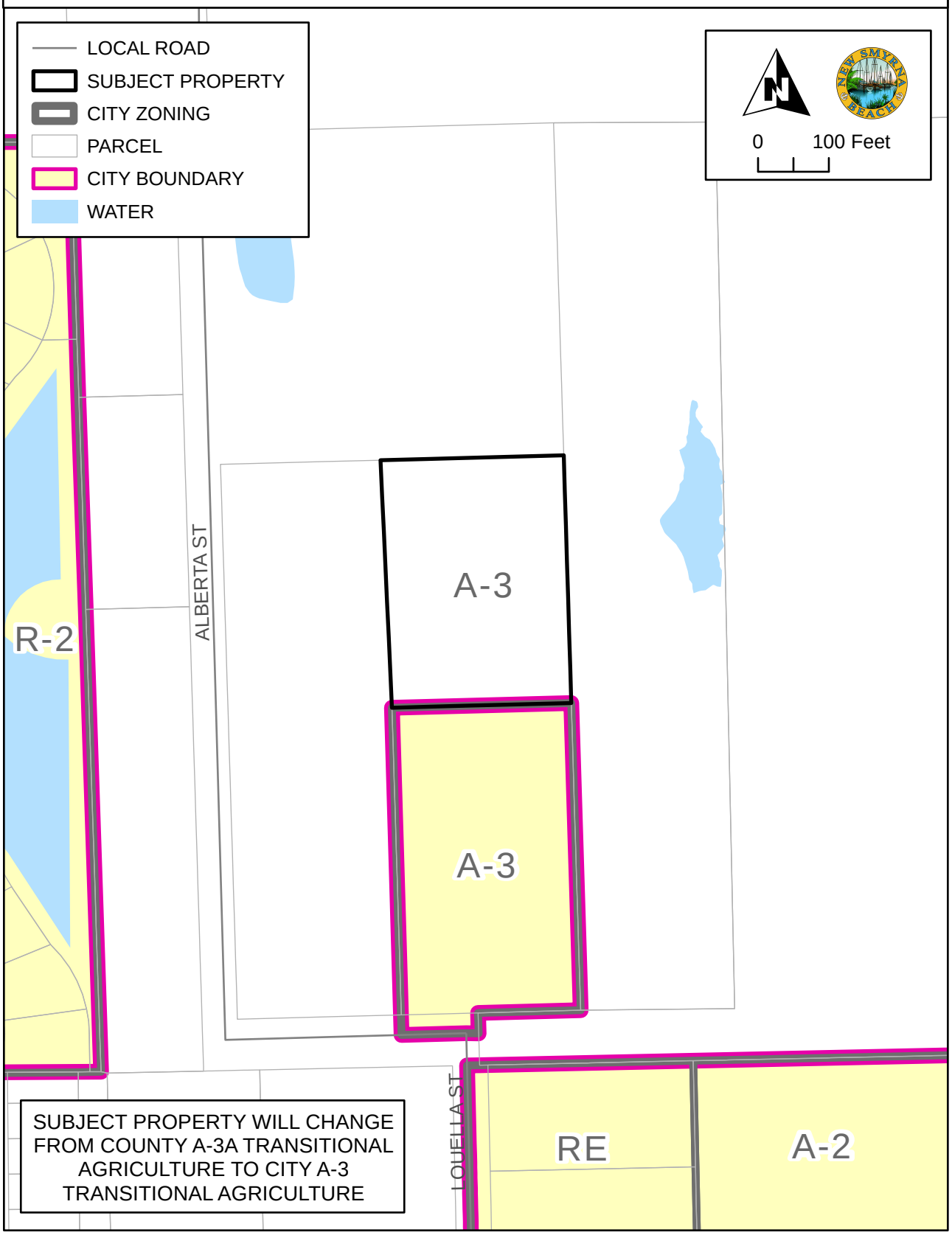
Minimum floor area: 1,000 square feet.

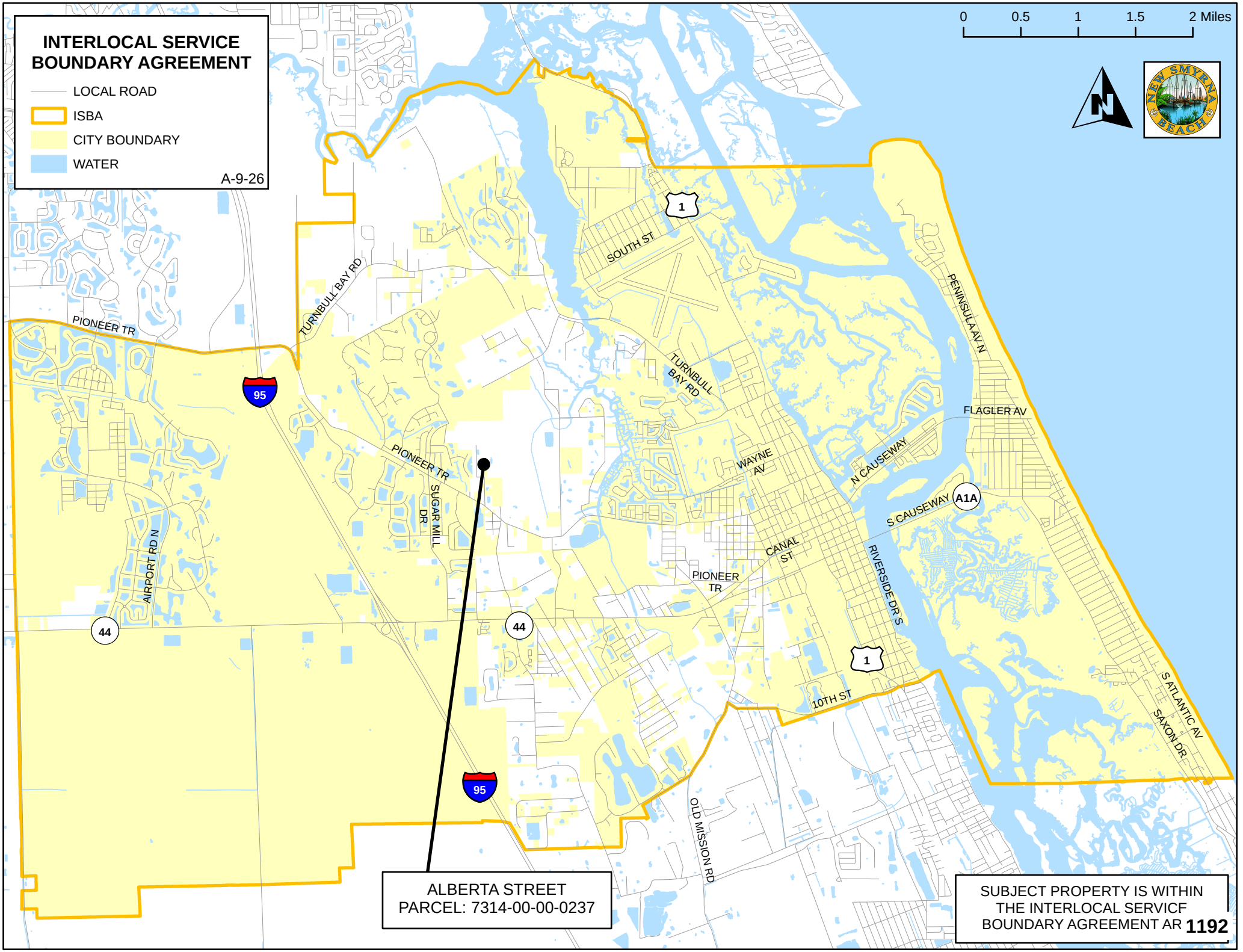
Off-street parking and loading requirement: Off-street parking and loading areas meeting the requirements of this LDR shall be constructed.

Skirting requirement for mobile home dwelling: The area between the ground and floor of the mobile home dwelling shall be enclosed with skirting.

PROPOSED ZONING

A-9-26




INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-9-26
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
N CAUSEWAY
S CAUSEWAY
A1A
WAYNE AV
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
SUGAR MILL DR
AIRPORT RD N
OLD MISSION RD
95
44
1
ALBERTA STREET
PARCEL: 7314-00-00-0237
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 1192

LEGAL DESCRIPTION

Address:
Alberta Street, New Smyrna Beach, Florida 32168

Parcel Number
7314-00-00-0237

AltKey Number:
8032762

Metes and Bounds by Glenn D. Storch P.A.:

Land in the NW One-Quarter (1/4), of the NW One-Quarter (1/4), Section 14, Township 17 South, Range 33 East, Volusia County, Florida and being more particularly described as follows:

Commence at the Northwest Corner, (Certified Document #0004157), Section 14, Township 17 South, Range 33 East, Volusia County, Florida; Thence Run South Along the Westerly Line of said Section 14, Assuming a basis of Bearing of South 01°37'51" East, a Distance of 1319.43 feet to the Southwest Corner of the Northwest One-Quarter (1/4), of the Northwest One-Quarter (1/4), Section 14, Run South 88°26'36" East, a Distance of 899.70 feet, Thence North 01°37’22” West a Distance of 65.73 feet: Thence Run South 88°27’59" West a Distance of 231.00 feet; Thence North 01°37’22” West a Distance of 458.00 feet to the point of beginning, Thence South 88°27’59" West, a Distance of 253.31 feet; thence North 01°37'22” West, a Distance of 334.46 feet; Thence North 88°27’02" East, a Distance of 253.30 feet; Thence South 01°37'22" East, a Distance of 334.53 Feet to the Point of Beginning.

5/29/2026 10:20:11 AM Instrument #2026096291 #1 Book:8858 Page:4708
Doc Stamps $1,400.00 Transfer Amt $200,000.00

Prepared by and return to:

Glenn D. Storch, P.A.
420 S. Nova Road
Daytona Beach, FL 32114
(386) 238-8383
File Number: **4458-2**
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 27th **day of May, 2026** between **Daniel Ponce de Leon and Jennifer Ponce de Leon, husband and wife,** whose post office address is **763 Alberta Street, New Smyrna Beach, FL 32168**, grantors, and **Nicole Shuler and Ryan Shuler** whose post office address is **736 Louella Street, New Smyrna Beach, FL 32168**, grantees:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situated, lying and being in **Volusia County, Florida** to-wit:

Land in the NW One-Quarter (1/4), of the NW One-Quarter (1/4), Section 14, Township 17 South, Range 33 East, Volusia County, Florida and being more particularly described as follows:
Commence at the Northwest Corner, (Certified Document #0004157), Section 14, Township 17 South, Range 33 East, Volusia County, Florida; Thence Run South Along the Westerly Line of said Section 14, Assuming a basis of Bearing of South 01°37'51" East, a Distance of 1319.43 feet to the Southwest Corner of the Northwest One-Quarter (1/4), of the Northwest One-Quarter (1/4), Section 14, Run South 88°26'36" East, a Distance of 899.70 feet, Thence North 01°37'22" West a Distance of 65.73 feet: Thence Run South 88°27'59" West a Distance of 231.00 feet; Thence North 01°37'22" West a Distance of 458.00 feet to the point of beginning, Thence South 88°27'59" West, a Distance of 253.31 feet; thence North 01°37'22" West, a Distance of 334.46 feet; Thence North 88°27'02" East, a Distance of 253.30 feet; Thence South 01°37'22" East, a Distance of 334.53 Feet to the Point of Beginning.

Parcel Number: 731400000230

The subject property is not the homestead nor is it contiguous to the homestead of the Grantors.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 12/31/2026.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness
Printed Name: Michelle Winship
P.O. Address: PO Box 490
NSB, FL 32170

Witness
Printed Name: Gregory A Reyalce
P.O. Address: 3088 Mueller Blvd
NSB - FL 32168

Daniel Ponce de Leon

Jennifer Ponce de Leon

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [_] online notarization, this 27 day of May, 2026 by Daniel Ponce de Leon and Jennifer Ponce de Leon who [X] are personally known or [_] have produced drivers' licenses as identification.

[Seal]

Notary Public
Print Name: Michelle Winship
My Commission Expires: _____

NOTARY PUBLIC STATE OF FLORIDA
MICHELLE WINSHIP
MY COMMISSION # HH 273192
EXPIRES: October 6, 2026

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 62-26 Rezoning - Alberta 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):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 62-26

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH REZONING 2± ACRES OF PROPERTY GENERALLY LOCATED EAST OF ALBERTA STREET, NORTH OF 736 LOUELLA STREET, FROM VOLUSIA COUNTY *A-3 A, TRANSITIONAL AGRICULTURE AIRPORT OVERLAY* TO CITY *A-3 A, TRANSITIONAL AGRICULTURE AIRPORT OVERLAY* ZONING DISTRICT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Nicole and Ryan Shuler, 736 Louella Street, New Smyrna Beach, FL 32168, applicants and property owners, have requested the annexation of 2± acres of property generally located east of Alberta Street, north of 736 Louella Street, from Volusia County *A-3 A, Transitional Agriculture Airport Overlay* to City *A-3 A, Transitional Agriculture Airport Overlay* zoning district; and

WHEREAS, the Planning and Zoning Board, at its regular scheduled meeting on September 14, 2026, by a vote of 7-0, recommended that the City Commission approve the requested rezoning; and

WHEREAS, the City Commission finds that the requested rezoning is consistent with the City Comprehensive Plan; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to rezone said property as more particularly described hereinafter.

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

SECTION 1: ***Rezoning.*** That the 2± acres of property generally located east of Alberta Street, north of 736 Louella Street, in the City of New Smyrna Beach, Florida, said properties more particularly described as follows:

7314-00-00-0237
Alberta Street

Land in the NW One-Quarter (1/4), of the NW One-Quarter (1/4), Section 14, Township 17 South, Range 33 East, Volusia County, Florida and being more particularly described as follows: Commence at the Northwest Corner, (Certified Document #0004157), Section 14, Township 17 South, Range 33 East, Volusia County, Florida; Thence Run South Along the Westerly Line of said Section 14, Assuming a basis of Bearing of South 01°37'51" East, a Distance of 1319.43 feet to the Southwest Corner of the Northwest One-Quarter (1/4), of the Northwest One-Quarter (1/4), Section 14, Run South 88°26'36" East, a Distance of 899.70 feet, Thence North 01°37'22" West a Distance of 65.73 feet: Thence Run South 88°27'59" West a Distance of 231.00 feet; Thence North 01°37'22" West a Distance of 458.00 feet to the point of beginning, Thence South 88°27'59" West, a Distance of 253.31 feet; thence North 01°37'22" West, a Distance of 334.46

feet; Thence North 88°27'02" East, a Distance of 253.30 feet; Thence South 01°37'22" East, a Distance of 334.53 Feet to the Point of Beginning.

shall be and the same is hereby rezoned from Volusia County *A-3 A, Transitional Agriculture Airport Overlay* to City *A-3 A, Transitional Agriculture Airport Overlay* zoning district.

SECTION 2: ***Quasi-Judicial Public Hearing.*** It is hereby found that a quasi-judicial public hearing held by the City Commission to consider adoption of this ordinance on October 27, 2026, at 5:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, to consider the rezoning request in accordance with *Bd. of Cty. Com'rs of Brevard v. Snyder*, 627 So.2d 469 (Fla. 1993) in a manner to insure that all parties are provided an opportunity to be heard, present evidence and cross-examine witnesses, and to be informed of all the facts upon which the Commission's decision on the rezoning is based, after notice published at least 10 days prior to hearing, is deemed to comply with §166.041(3)(a), Fla.Stat.

SECTION 3: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 4: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 5: ***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 become effective THIRTY ONE (31) days following adoption of Ordinance No. 61-26, the Small Scale Comprehensive Plan Amendment for the subject property, by the City Commission unless a challenge is filed to said ordinance under §163.3187, F.S. In the event that Ordinance No. 61-26, the Small Scale Comprehensive Plan Amendment, is challenged this ordinance shall become effective upon the state land planning agency or the Administration Commission, respectively, issuing a final order determining that the adopted small scale development amendment is in compliance.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Date: 9/29/2026

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 63-26: CONDUCT A FIRST READING ON AN ORDINANCE, WHICH, IF ADOPTED, AT A SECOND READING AND PUBLIC HEARING, WOULD ANNEX APPROXIMATELY 0.77 ACRES OF CITY OWNED LAND LOCATED AT 101 LINDA ROAD.

October 27, 2026

Background:

Applicant: Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florid 32168.

Property Owner: City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida, 32168.

Request: Voluntary annexation:

- **From:** Unincorporated Volusia County.
- **To:** City of New Smyrna Beach.

Site Information:

- **Size:** 0.77 ± acres.
- **Location:** Northeast corner of Linda Road and State Road 44.
- **Tax I.D. Number:** 7343-01-00-0010.

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the Volusia County and the City of New Smyrna Beach, was also approved by the County on May 2, 2013. A new updated agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Linda Road is currently vacant. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**. Existing land uses are shown on the map attached

as **Exhibit C**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use categories and zoning designations that would be as similar as possible to existing County categories and designations. In this application, the land was purchased by the City of New Smyrna Beach as part of the Turnbull Creek Preservation and the FLU and zoning will be downgraded for preservation. The existing County FLU category is Urban Medium Intensity. The existing County zoning designation is R-4, Urban Single Family Residential. The proposed City FLU category is Conservation. The proposed City zoning designation is Conservation.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit D).** The property located at 101 Linda Road is undeveloped. An 8" PVC water line is located within the Linda Road right-of-way, but sewer and reclaimed water services are not available. A map of the soil limitations for septic systems is attached as **Exhibit E**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, stormwater management, and public-school facilities. Because the subject property is undeveloped, and because no new improvements are proposed, staff did not prepare a concurrency analysis table for this case.

A map showing the subject properties incorporated into Commission Zone 1 is attached as **Exhibit F**. The ISBA map is attached as **Exhibit G**. The legal description and Warranty Deed are attached as **Exhibits H** and **I**.

Recommendations:

At its regular scheduled meeting on September 14, 2026, the Planning and Zoning Board voted, 7-0, to give a positive recommendation to the City Commission to **approve** the requested annexation application.

The Planning Department also recommends the City Commission to **approve** the requested annexation application.

Fiscal Analysis:
N/A

Strategic Plan Item:

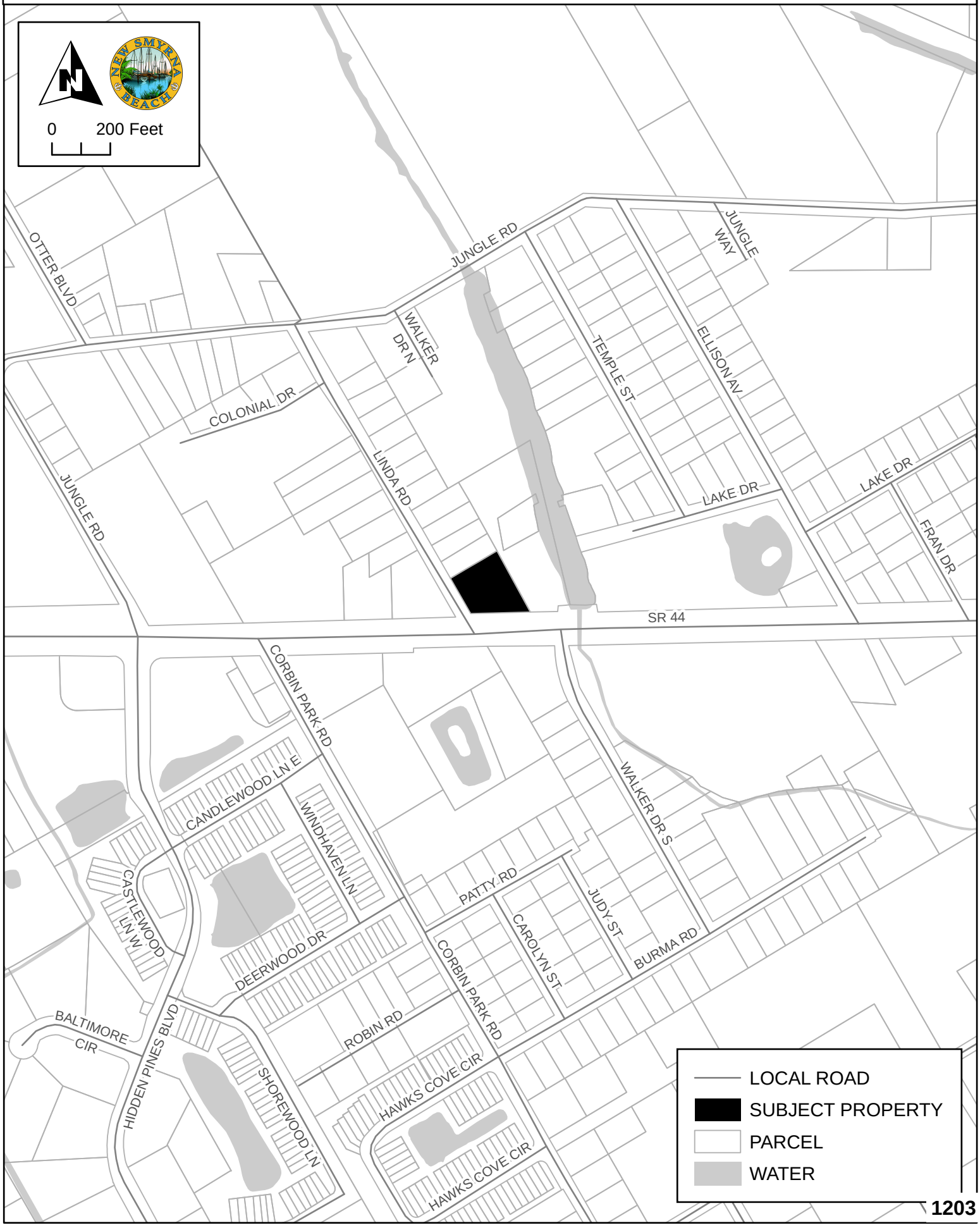
No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing Land Use Map.pdf
Exhibit D Water and Sewer Service Area.pdf
Exhibit E Soil Limitation for Septic Systems.pdf
Exhibit F Commission Zones Map.pdf
Exhibit G Interlocal Service Boundary Agreement Map.pdf
Exhibit H Legal Description.pdf
Exhibit I Warranty Deed.pdf
Business Impact Estimate - Ord 63-26 101 Linda Rd (Annex).pdf
Ord 63-26 Annexation 101 Linda Rd.pdf

A-8-26: 101 LINDA ROAD
PARCEL: 7343-01-00-0010 LOCATION MAP

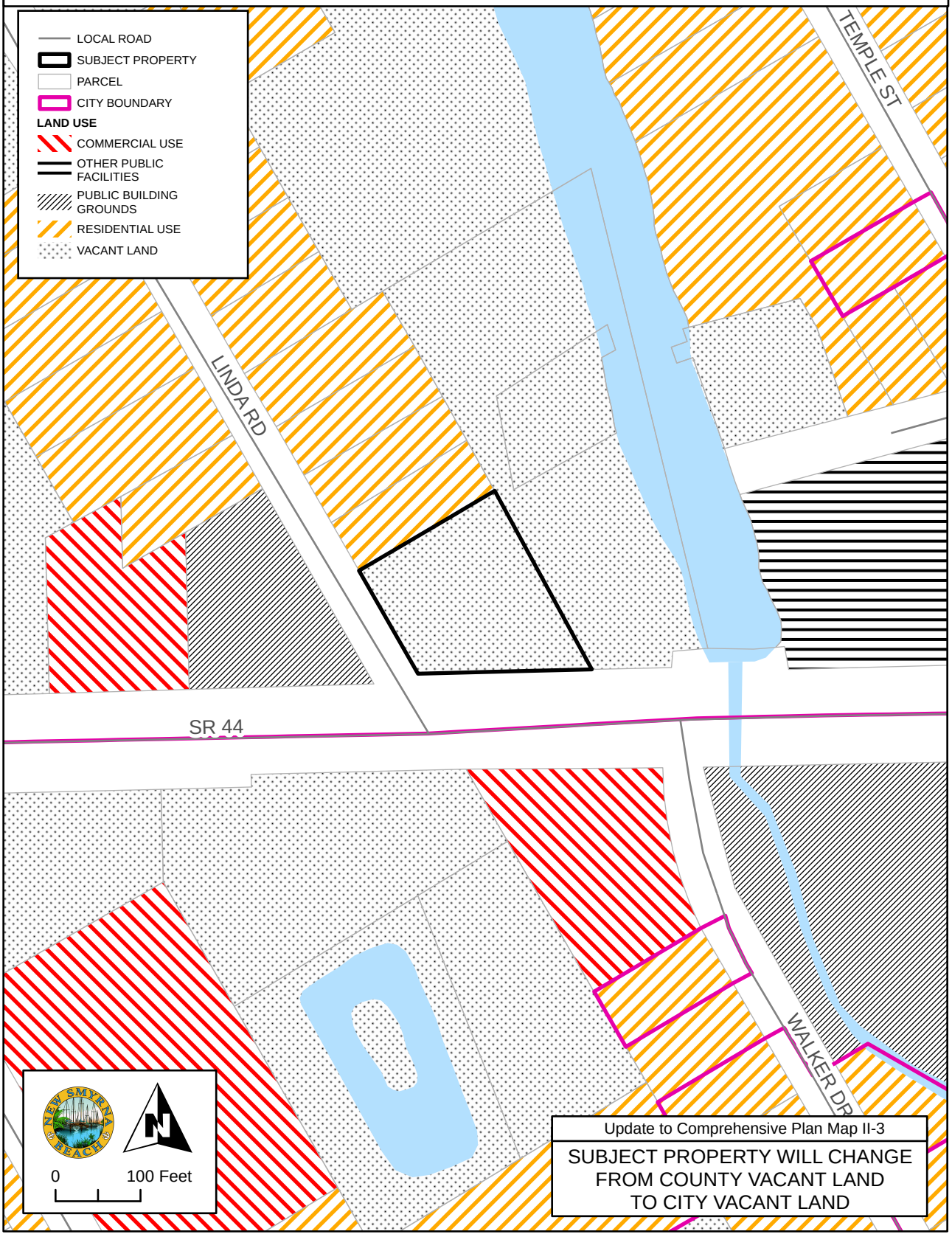


A-8-26: 101 LINDA ROAD
PARCEL: 7343-01-00-0010 AERIAL MAP



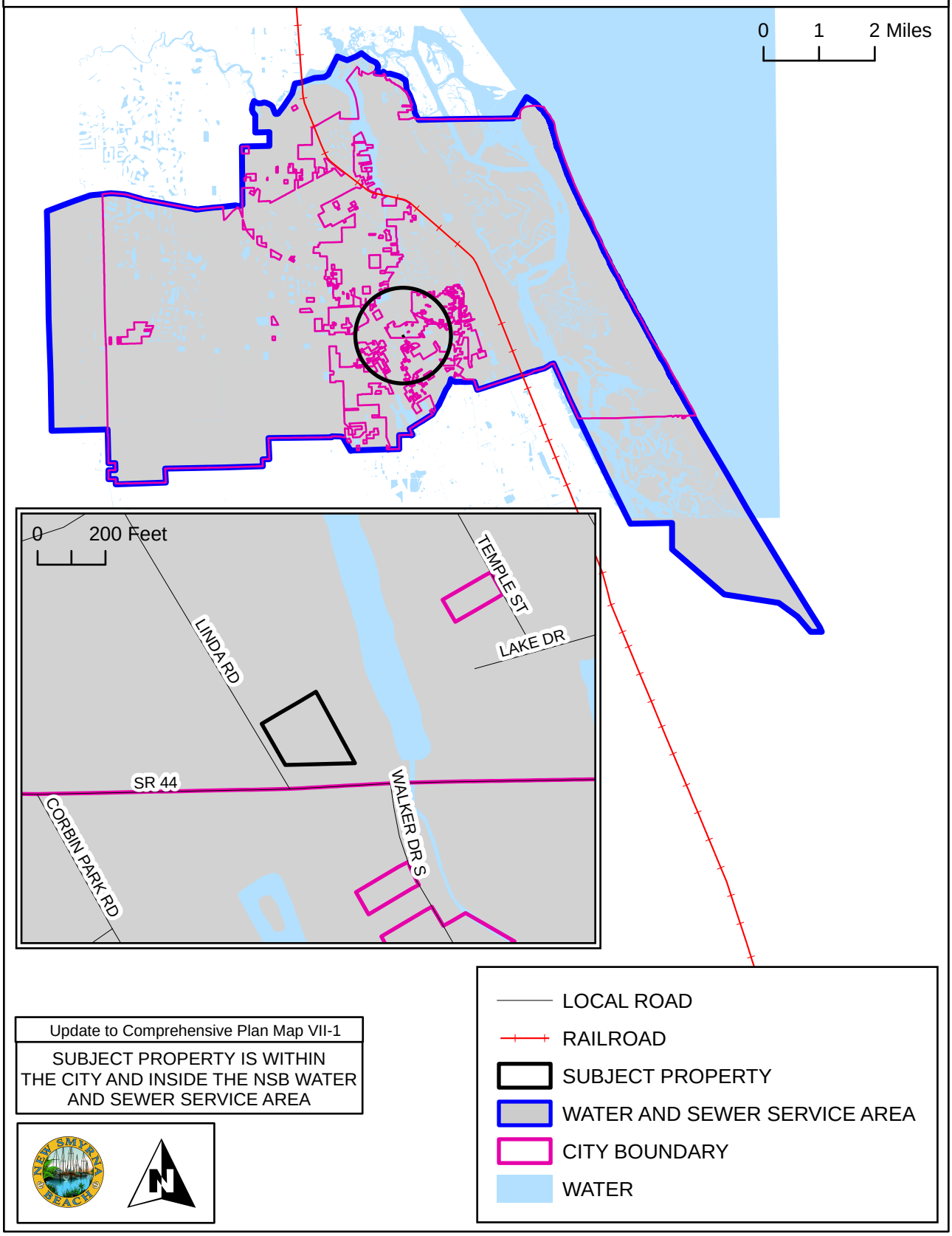
EXISTING LAND USE DESIGNATIONS

A-8-26



WATER AND SEWER SERVICE AREA

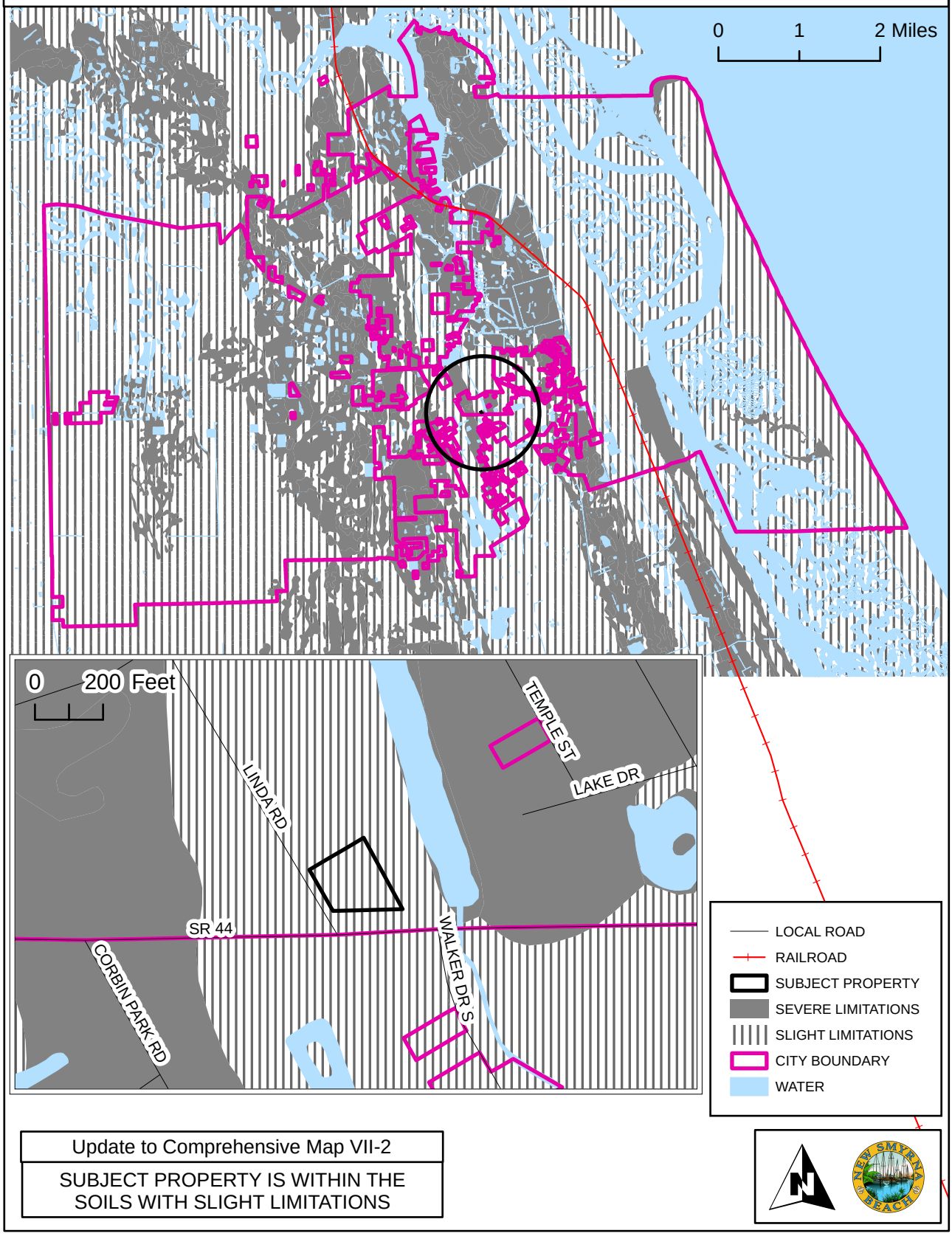
A-8-26



Update to Comprehensive Plan Map VII-1
SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-8-26

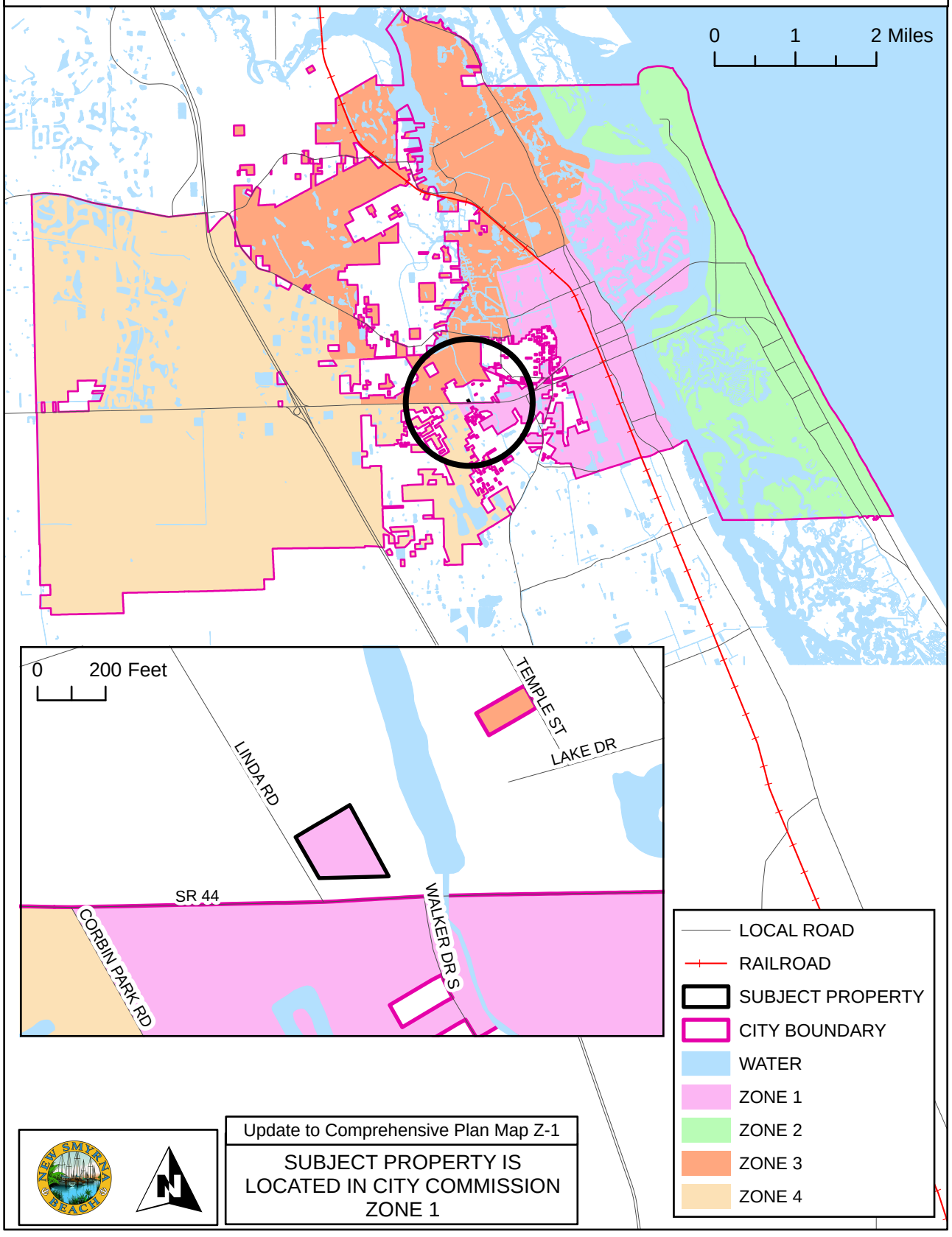


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SLIGHT LIMITATIONS

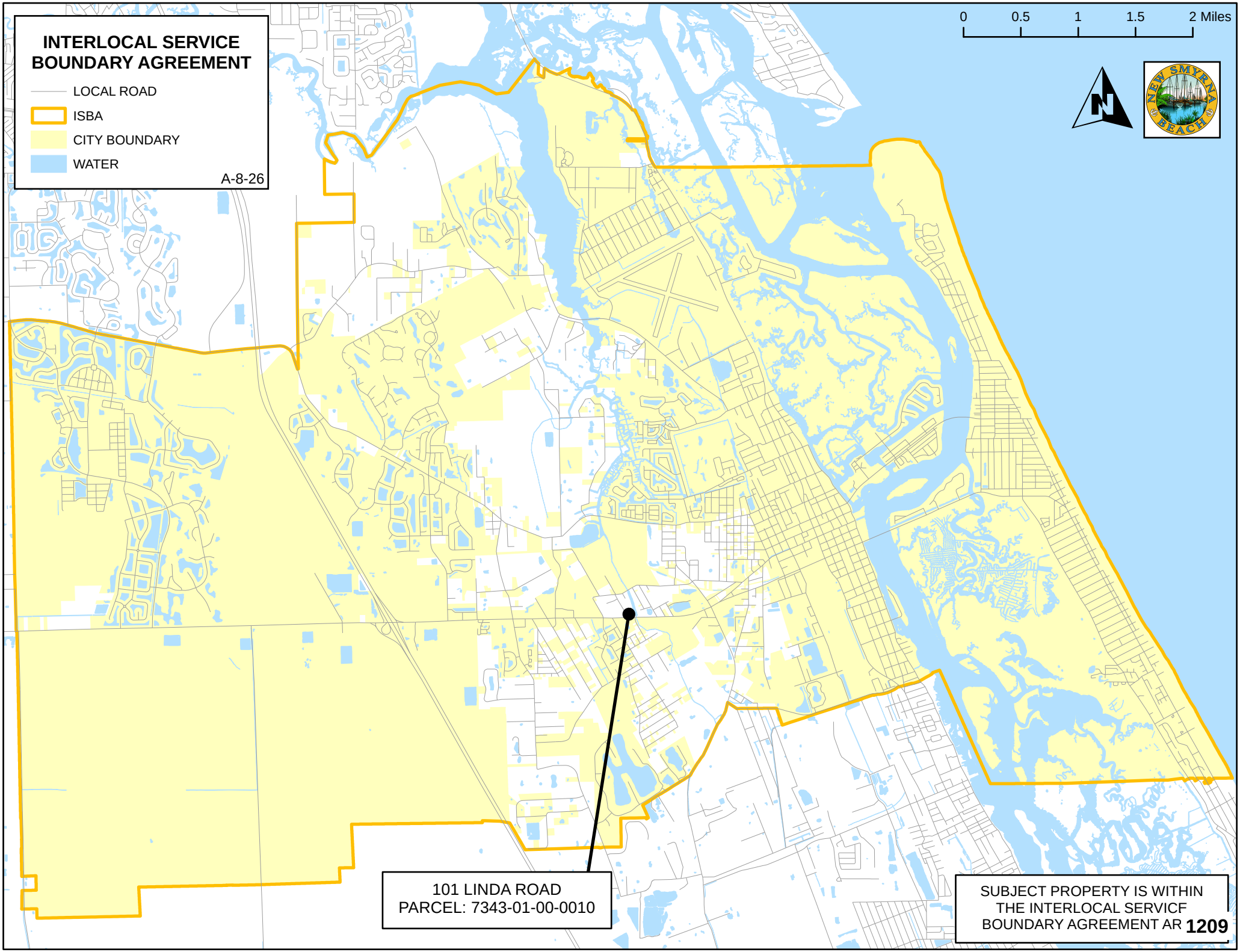
COMMISSION ZONES

A-8-26



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 1


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-8-26
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
101 LINDA ROAD
PARCEL: 7343-01-00-0010
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 1209

LEGAL DESCRIPTION

Address:
101 Linda Road, New Smyrna Beach, Florida 32168

Parcel Number
7343-01-00-0010

AltKey Number:
3728912

Metes and Bounds by Professional Title Agency:
LOT 1, ELLISON ACRES, ACCORDING TO THE MAP IN MAP BOOK 81 PAGE 224, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXCEPTING THAT PORTION LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARIES: COMMENCE AT A POINT 155.39 FEET NORTH 29 DEGREES 50 MINUTES 50 SECONDS WEST FROM THE SOUTHEAST CORNER OF LOT 1, KENNEDY PARK, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 19, PAGE 282, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN SOUTH 88 DEGREES 36 MINUTES 25 SECONDS WEST, A DISTANCE OF 23.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88 DEGREES 36 MINUTES 25 SECONDS WEST, A DISTANCE OF 70.15 FEET; THENCE RUN NORTH 1 DEGREE 23 MINUTES 35 WEST, A DISTANCE OF 50 FEET TO THE EXISTING NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 44; THENCE RUN NORTH 13 DEGREES 10 MINUTES 10 SECONDS EAST, A DISTANCE OF 32.98 FEET; THENCE RUN NORTH 15 DEGREES 01 MINUTES 27 SECONDS WEST, A DISTANCE OF 25.85 FEET; THENCE RUN NORTH 60 DEGREES 13 MINUTES 25 SECONDS EAST, A DISTANCE OF 30 FEET; THENCE RUN SOUTH 46 DEGREES 18 MINUTES 04 SECONDS EAST, A DISTANCE OF 26.08 FEET; THENCE RUN SOUTH 29 DEGREES 46 MINUTES 35 SECONDS EAST, A DISTANCE OF 48.69 FEET TO THE SAID EXISTING NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 44; THENCE RUN SOUTH 1 DEGREE 23 MINUTES 35 SECONDS EAST, A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING.

AND LOTS 2 AND 3, ELLISON ACRES, ACCORDING TO THE MAP IN MAP BOOK 81 PAGE 224, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
EXCEPTING FROM ALL OF THE ABOVE THAT PORTION OF SAID LOTS TAKEN FOR WIDENING OF STATE ROAD NO. 44.

Prepared by and Return To:
Teresa Prompovitch
Professional Title Agency, a division of LandCastle Title Group, LLC
313 Julia Street
New Smyrna Beach, FL 32168

Order No.: NS932605017

APN/Parcel ID(s): 7343-01-00-0010

WARRANTY DEED

THIS WARRANTY DEED dated July 9, 2026 by William H. Stagina, a married man, hereinafter called the grantor, to City of New Smyrna Beach, a municipal corporation, a corporation existing under the laws of the State of Florida, whose post office address is 101 Linda Road, New Smyrna Beach, FL 32168, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of Ten And No/100 Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in the County of Volusia, State of Florida, to wit:

LOT 1, ELLISON ACRES, ACCORDING TO THE MAP IN MAP BOOK 8, PAGE 224, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
EXCEPTING THAT PORTION LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARIES: COMMENCE AT A POINT 155.39 FEET NORTH 29 DEGREES 50 MINUTES 50 SECONDS WEST FROM THE SOUTHEAST CORNER OF LOT 1, KENNEDY PARK, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 19, PAGE 282, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN SOUTH 88 DEGREES 36 MINUTES 25 SECONDS WEST, A DISTANCE OF 23.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88 DEGREES 36 MINUTES 25 SECONDS WEST, A DISTANCE OF 70.15 FEET; THENCE RUN NORTH 1 DEGREE 23 MINUTES 35 WEST, A DISTANCE OF 50 FEET TO THE EXISTING NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 44; THENCE RUN NORTH 13 DEGREES 10 MINUTES 10 SECONDS EAST, A DISTANCE OF 32.98 FEET; THENCE RUN NORTH 15 DEGREES 01 MINUTES 27 SECONDS WEST, A DISTANCE OF 25.85 FEET; THENCE RUN NORTH 60 DEGREES 13 MINUTES 25 SECONDS EAST, A DISTANCE OF 30 FEET; THENCE RUN SOUTH 46 DEGREES 18 MINUTES 04 SECONDS EAST, A DISTANCE OF 26.08 FEET; THENCE RUN SOUTH 29 DEGREES 46 MINUTES 35 SECONDS EAST, A DISTANCE OF 48.69 FEET TO THE SAID EXISTING NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 44; THENCE RUN SOUTH 1 DEGREE 23 MINUTES 35 SECONDS EAST, A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING.
AND LOTS 2 AND 3, ELLISON ACRES, ACCORDING TO THE MAP IN MAP BOOK 8, PAGE 224, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA
EXCEPTING FROM ALL OF THE ABOVE THAT PORTION OF SAID LOTS TAKEN FOR WIDENING OF STATE ROAD NO. 44.

WARRANTY DEED
(continued)

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any member of the household of Grantor(s) reside thereon.

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2025.

WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Lorraine E Banks
Witness Signature

Lorraine E Banks
Print Name

Address: 4044 Portland Ridge Pl
Florissant MO 63034

William H. Stagina
William H. Stagina

Address: 2721 Hillcroft Dr
Wildwood, MO 63005

Adonica Lanette Banks
Witness Signature

Adonica Lanette Banks
Print Name

Address: 1650 Beale ST
St Charles, MO 63303

State of ~~Florida~~ MO AMB
County of ~~Volusia~~ St louis AMB

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 29 day of ~~July~~ June, 2026, by William H. Stagina, to me known to be the person(s) described in or who has/have produced MO DL as identification and who executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same.

Adonica Lanette Banks
NOTARY PUBLIC
My Commission Expires: 11/29/2028

ADONICA LANETTE BANKS
Notary Public - Notary Seal
St Charles County - State of Missouri
Commission Number 16400238
My Commission Expires Nov 29, 2028

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 63-26 101 Linda Rd.

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):

Ordinance 63-26 annexes land purchased by the City for the protection of the Turnbull Creek watershed.

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):
[*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.*).

None.

ORDINANCE NO. 63-26

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH ANNEXING .8± ACRES OF PROPERTY GENERALLY LOCATED ON THE NORTHEAST CORNER OF LINDA ROAD AND STATE ROAD 44; PROVIDING FOR REDEFINING BOUNDARIES OF THE CITY; DESIGNATING THE PROPERTY WITHIN COMMISSION ZONE 1; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR REQUIRED FILINGS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florida 32168, applicant on behalf of City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, property owner, has requested the annexation of .8± acres of property generally located on the northeast corner of Linda Road and State Road 44; and

WHEREAS, the Planning and Zoning Board, at its regularly scheduled meeting on September 14, 2026, by a vote of 7-0, recommended that the City Commission approve the requested annexation; and

WHEREAS, the City Commission of the City of New Smyrna Beach is desirous of annexing the real property described in the first paragraph above, and the City Commission hereby finds and determines that the petition for annexation bears the signature of the owner of the property in the area proposed to be annexed, and the property is within the Interlocal Service Boundary Agreement area.

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

SECTION 1: ***Annexation.*** That the real property is located in Volusia County, State of Florida, legally described as:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND LOCATION MAP ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

and to the centerline of all surrounding rights-of-way shall be and the same is hereby annexed into the City of New Smyrna Beach and made a part hereof pursuant to §171.044(1)-(2) and §171.204, F.S.

SECTION 2: ***Boundary Adjustment.*** That the boundary lines of the City of New Smyrna Beach shall be and the same are hereby redefined and shall hereinafter read as follows:

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

SECTION 3: ***Commission Zone.*** That the real properties annexed shall become a part of Zone 1. New Smyrna Beach Charter, §3.07.

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

SECTION 4: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on November 10, 2026, at 5:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published once a week for two consecutive weeks and provided to the County Council by certified mail is deemed to comply with Section 171.044, F.S.

SECTION 5: ***Filing.*** That within SEVEN (7) days after adoption, this ordinance shall be filed by the City Clerk with the Clerk of the Circuit Court, the County Manager and the Florida Department of State. The City Clerk shall file with this ordinance a map which clearly shows the annexed area and a complete legal description of that area by metes and bounds. §171.044(3), F.S.

SECTION 6: ***Charter Revisions to the Department of State***. The Charter Boundary Article shall be revised to reflect the changes in the municipal boundaries resulting from this annexation and shall be filed as a revision of the City Charter with the Florida Department of State within THIRTY (30) days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area. §171.091, F.S.

SECTION 7: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 8: ***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 9: ***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 10: ***Effective Date.*** That this ordinance shall become effective 60 days after its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 10/19/2026

EXHIBIT "A"

LEGAL DESCRIPTION

Address:
101 Linda Road, New Smyrna Beach, Florida 32168

Parcel Number
7343-01-00-0010

AltKey Number:
3728912

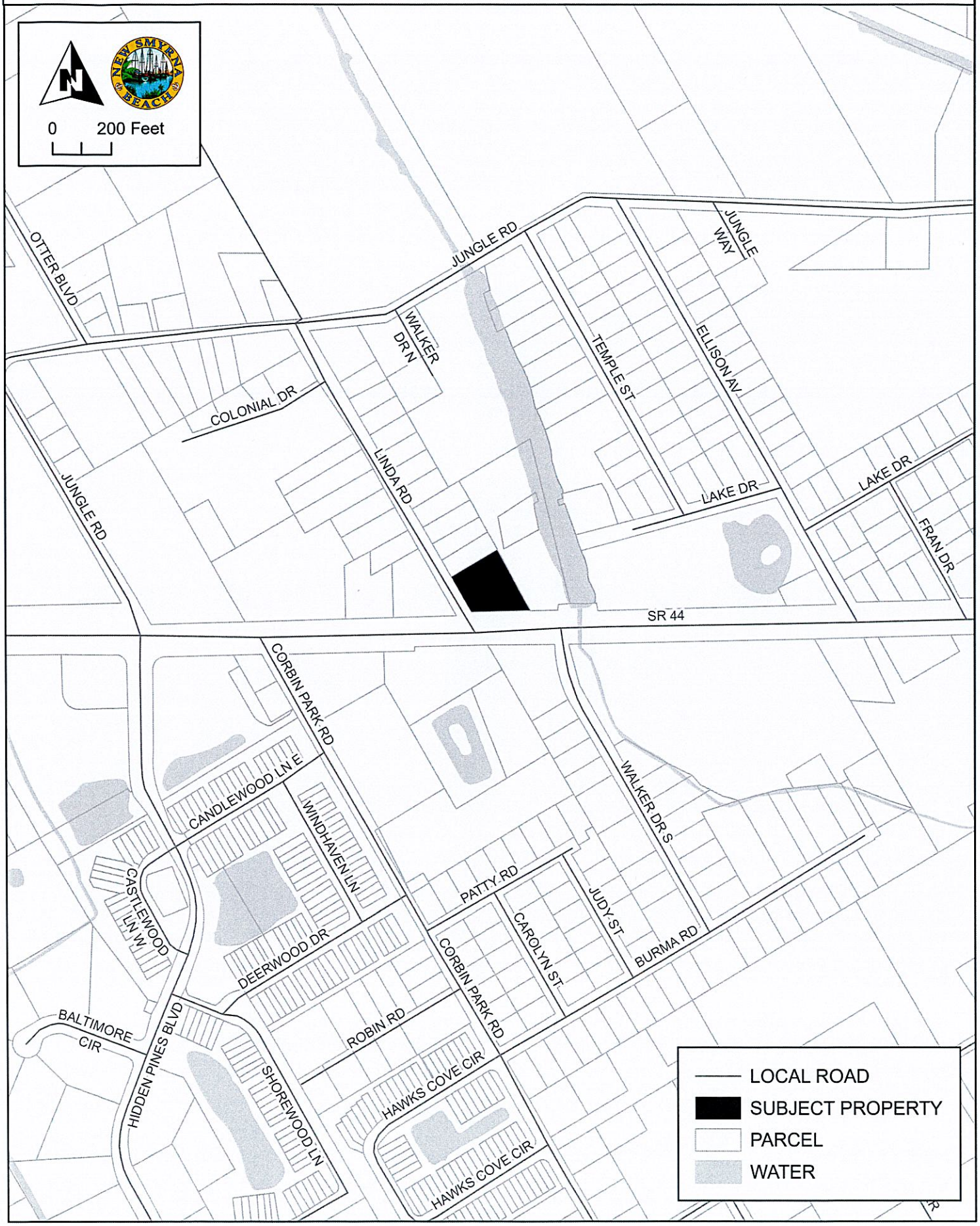
Metes and Bounds by Professional Title Agency:
LOT 1, ELLISON ACRES, ACCORDING TO THE MAP IN MAP BOOK 81 PAGE 224, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXCEPTING THAT PORTION LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARIES: COMMENCE AT A POINT 155.39 FEET NORTH 29 DEGREES 50 MINUTES 50 SECONDS WEST FROM THE SOUTHEAST CORNER OF LOT 1, KENNEDY PARK, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 19, PAGE 282, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN SOUTH 88 DEGREES 36 MINUTES 25 SECONDS WEST, A DISTANCE OF 23.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88 DEGREES 36 MINUTES 25 SECONDS WEST, A DISTANCE OF 70.15 FEET; THENCE RUN NORTH 1 DEGREE 23 MINUTES 35 WEST, A DISTANCE OF 50 FEET TO THE EXISTING NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 44; THENCE RUN NORTH 13 DEGREES 10 MINUTES 10 SECONDS EAST, A DISTANCE OF 32.98 FEET; THENCE RUN NORTH 15 DEGREES 01 MINUTES 27 SECONDS WEST, A DISTANCE OF 25.85 FEET; THENCE RUN NORTH 60 DEGREES 13 MINUTES 25 SECONDS EAST, A DISTANCE OF 30 FEET; THENCE RUN SOUTH 46 DEGREES 18 MINUTES 04 SECONDS EAST, A DISTANCE OF 26.08 FEET; THENCE RUN SOUTH 29 DEGREES 46 MINUTES 35 SECONDS EAST, A DISTANCE OF 48.69 FEET TO THE SAID EXISTING NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 44; THENCE RUN SOUTH 1 DEGREE 23 MINUTES 35 SECONDS EAST, A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING.

AND LOTS 2 AND 3, ELLISON ACRES, ACCORDING TO THE MAP IN MAP BOOK 81 PAGE 224, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
EXCEPTING FROM ALL OF THE ABOVE THAT PORTION OF SAID LOTS TAKEN FOR WIDENING OF STATE ROAD NO. 44.

EXHIBIT "A"

A-8-26: 101 LINDA ROAD
PARCEL: 7343-01-00-0010 LOCATION MAP



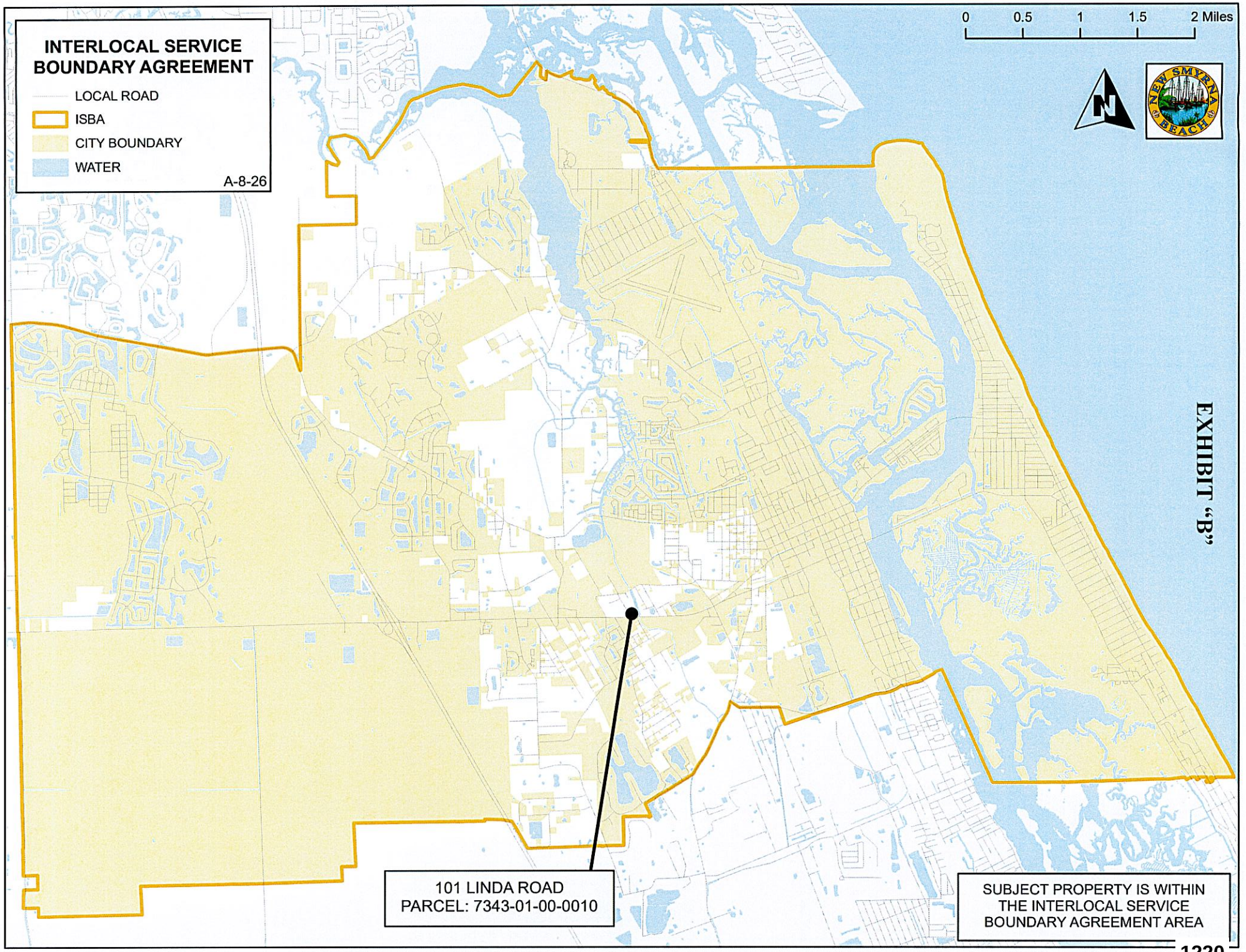
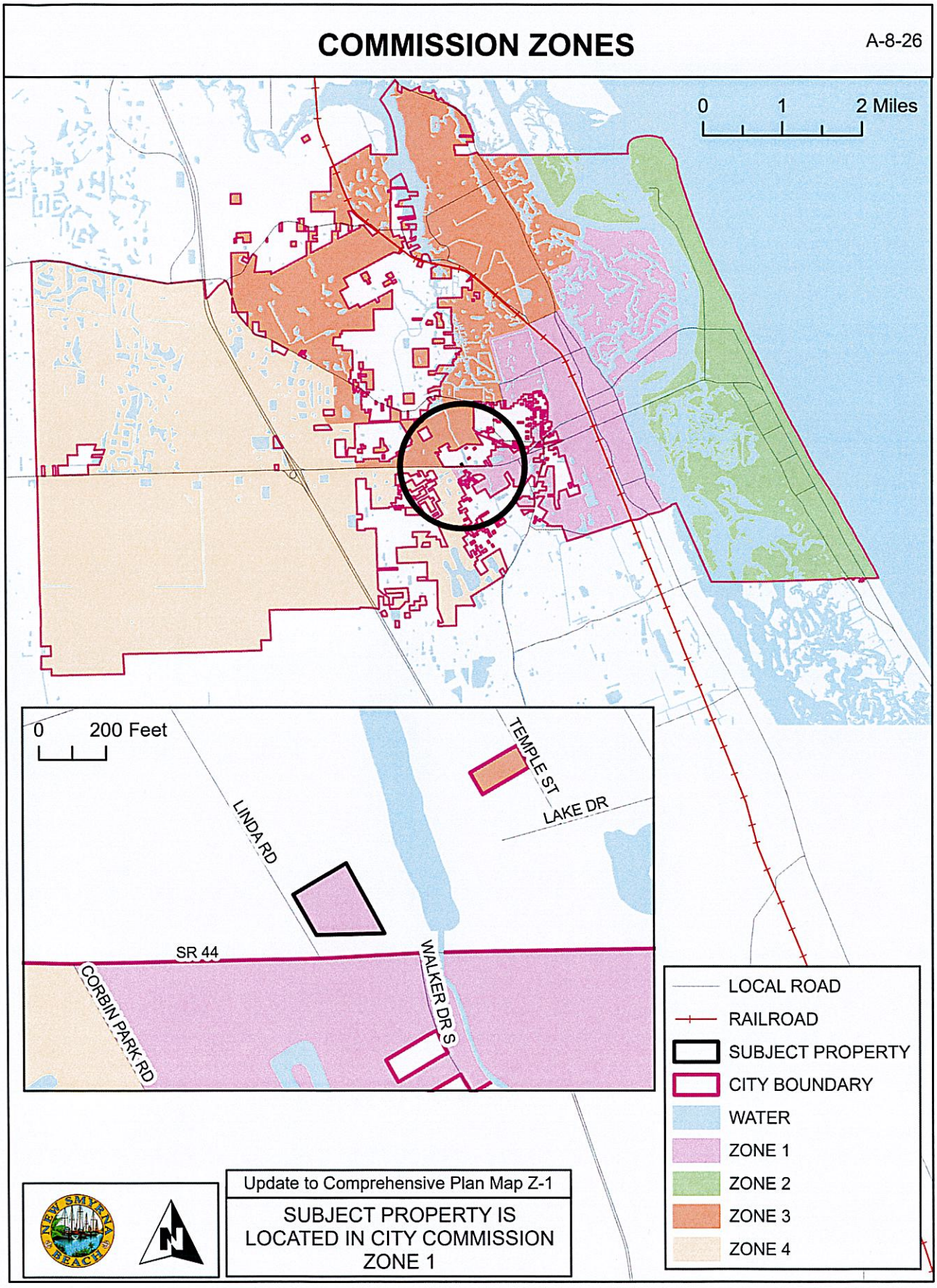

INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-8-26
0 0.5 1 1.5 2 Miles
N
NEW SMYRNA BEACH
EXHIBIT "B"
101 LINDA ROAD
PARCEL: 7343-01-00-0010
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT AREA

EXHIBIT "C"


COMMISSION ZONES
A-8-26
0 1 2 Miles
0 200 Feet
TEMPLE ST
LAKE DR
LINDA RD
SR 44
CORBIN PARK RD
WALKER DR S
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 1

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 64-26: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED, AT A SECOND READING AND PUBLIC HEARING WOULD APPROVE A SMALL-SCALE *COMPREHENSIVE PLAN* AMENDMENT CHANGING THE FUTURE LAND USE CATEGORY TO CONSERVATION ON APPROXIMATELY 0.77 ± ACRES OF CITY OWNED LAND LOCATED AT 101 LINDA ROAD AS PART OF AN OVERALL ANNEXATION APPLICATION.

October 27, 2026

Background:

Applicant: Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florid 32168.

Property Owner: City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida, 32168.

Request: Small-Scale *Comprehensive Plan* amendment:

- **From:** Volusia County Future Land Use (FLU) category of Urban Medium Intensity.
- **To:** City FLU category of Conservation.

Site Information:

- **Size:** 0.77 ± acres.
- **Location:** Northeast corner of Linda Road and State Road 44.
- **Tax I.D. Number:** 7343-01-00-0010.

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the Volusia County and the City of New Smyrna Beach, was also approved by the County on May 2, 2013. A new updated agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Linda Road is currently vacant. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**.

The existing Volusia County Future Land Use (FLU) category of the subject property is shown on the following map as **Exhibit C**. The text description of the existing Future Land Use category for the subject property is attached as **Exhibit D**. Existing land uses are shown on the map attached as **Exhibit E**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use categories and zoning designations that would be as similar as possible to existing County categories and designations. In this application, the land was purchased by the City of New Smyrna Beach as part of the Turnbull Creek Preservation and the FLU and zoning will be downgraded for preservation. As discussed above, the existing County FLU category is Urban Medium Intensity. The existing County zoning designation is R-4, Urban Single Family Residential. The proposed City FLU category is Conservation. The proposed City zoning designation is Conservation. A text description of the proposed City Conservation Future Land Use category is attached as **Exhibit F,** with a map of this proposed change also attached as **Exhibit G**.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit H).** The property located at 101 Linda Road is undeveloped. An 8" PVC water line is located within the Linda Road right-of-way, but sewer and reclaimed water services are not available. A map of the soil limitations for septic systems is attached as **Exhibit I**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, stormwater management, and public-school facilities. Because the subject property is undeveloped, and because no new improvements are proposed, staff did not prepare a concurrency analysis table for this case.

There are numerous *Comprehensive Plan* maps that must be amended to incorporate the subject property into the *Comprehensive Plan* (see **Exhibits J through V)**. A map showing the subject properties incorporated into Commission Zone 1 is attached as **Exhibit W**. The ISBA map is attached as **Exhibit X**. The legal description and Warranty Deed are attached as **Exhibits Y** and **Z**.

Recommendations:

At its regular scheduled meeting on September 14, 2026, the Planning and Zoning Board voted, 7-0, to give a positive recommendation to the City Commission to **approve** the requested Small Scale *Comprehensive Plan* amendment amending the Future Land Use to City Conservation as part of an overall annexation application.

The Planning Department also recommends the City Commission to **approve** the requested Small Scale *Comprehensive Plan* amendment amending the Future Land Use to City Conservation as part of an overall annexation application.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

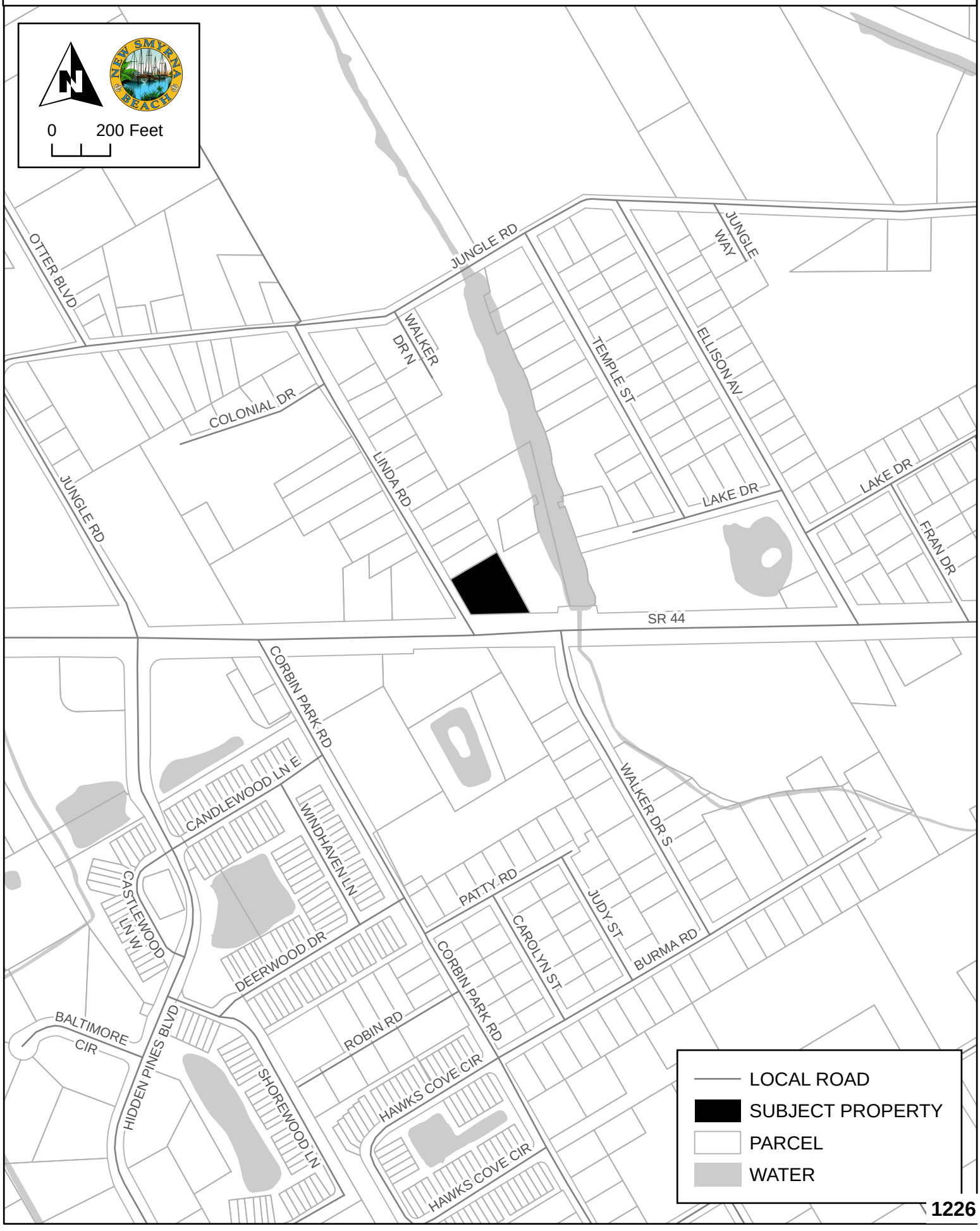
Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing FLU Map.pdf
Exhibit D County Urban Medium Intensity Text.pdf
Exhibit E Existing Land Use Map.pdf
Exhibit F City Conservation FLU Text.pdf
Exhibit G Proposed FLU Map.pdf
Exhibit H Water and Sewer Service Area.pdf
Exhibit I Soil Limitation for Septic Systems.pdf
Exhibit J Airport Runway Protection Zones.pdf
Exhibit K Bicycle and Pedestrian Facilities.pdf
Exhibit L Boat Slip Siting.pdf
Exhibit M City Parks.pdf
Exhibit N Coastal High Hazard Areas.pdf
Exhibit O Evacuation Routes.pdf
Exhibit P Existing Traffic Lanes - 2009.pdf
Exhibit Q Number of Traffic Lanes - 2025.pdf
Exhibit R Existing Level of Service - 2009.pdf
Exhibit S Level of Service - 2025.pdf
Exhibit T Flood Prone Areas.pdf
Exhibit U Neighborhood Map.pdf
Exhibit V Public Transit Routes.pdf
Exhibit W Commission Zones Map.pdf

Exhibit X Interlocal Service Boundary Agreement Map.pdf
Exhibit Y Legal Description.pdf
Exhibit Z Warranty Deed.pdf
Business Impact Estimate - Ord 64-26 101 Linda Rd (Small Scale).pdf
Ord 64-26 Small Scale 101 Linda Rd.pdf

A-8-26: 101 LINDA ROAD
PARCEL: 7343-01-00-0010 LOCATION MAP

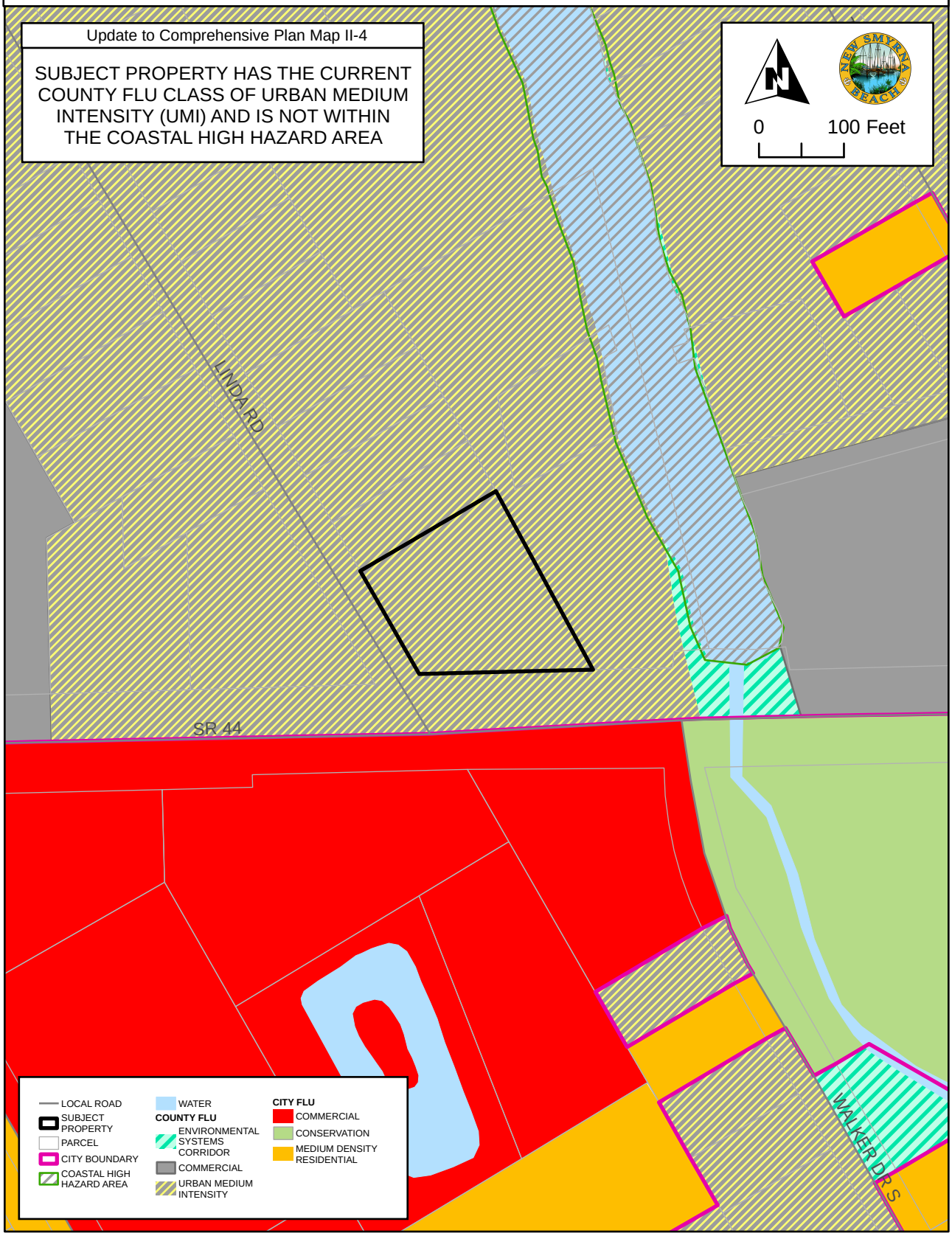


A-8-26: 101 LINDA ROAD
PARCEL: 7343-01-00-0010 AERIAL MAP



EXISTING FUTURE LAND USE DESIGNATIONS

A-8-26



Urban Medium Intensity (UMI) –

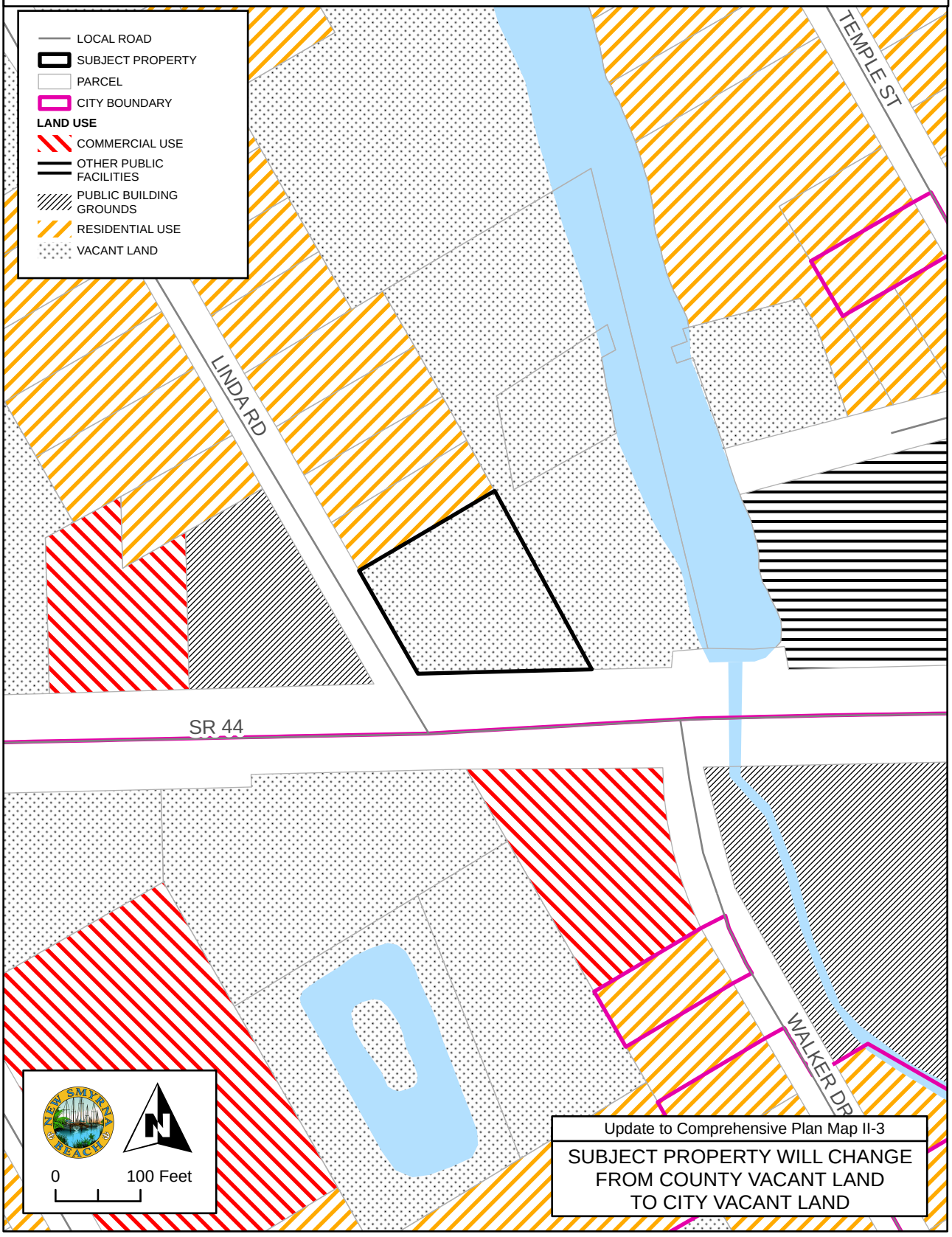
Areas that contain residential development at a range of up to eight (8) dwelling units per acre. The types of housing typically found in areas designated urban medium intensity include single family homes, townhouses and low-rise apartments.

The UMI designation is primarily a residential designation but may allow neighborhood business areas (see Shopping Center definition in Chapter 20) and office development that meet the Comprehensive Plan's location criteria. The commercial intensity shall be no more than a fifty percent Floor Area Ratio (0.50 FAR) and shall be limited in a manner to be compatible with the allowable residential density. In order to be considered compatible, the commercial development should reflect similar traffic patterns, traffic generation, building scale, landscaping and open space, and buffers. More intensive commercial use, other than neighborhood business areas, shall be reserved to areas designated for Commercial.

All requests for nonresidential uses within one- quarter (¼) mile of another jurisdiction shall require notification to that jurisdiction.

EXISTING LAND USE DESIGNATIONS

A-8-26



CONSERVATION

Maximum allowed Floor Area Ratio (FAR): 0.10

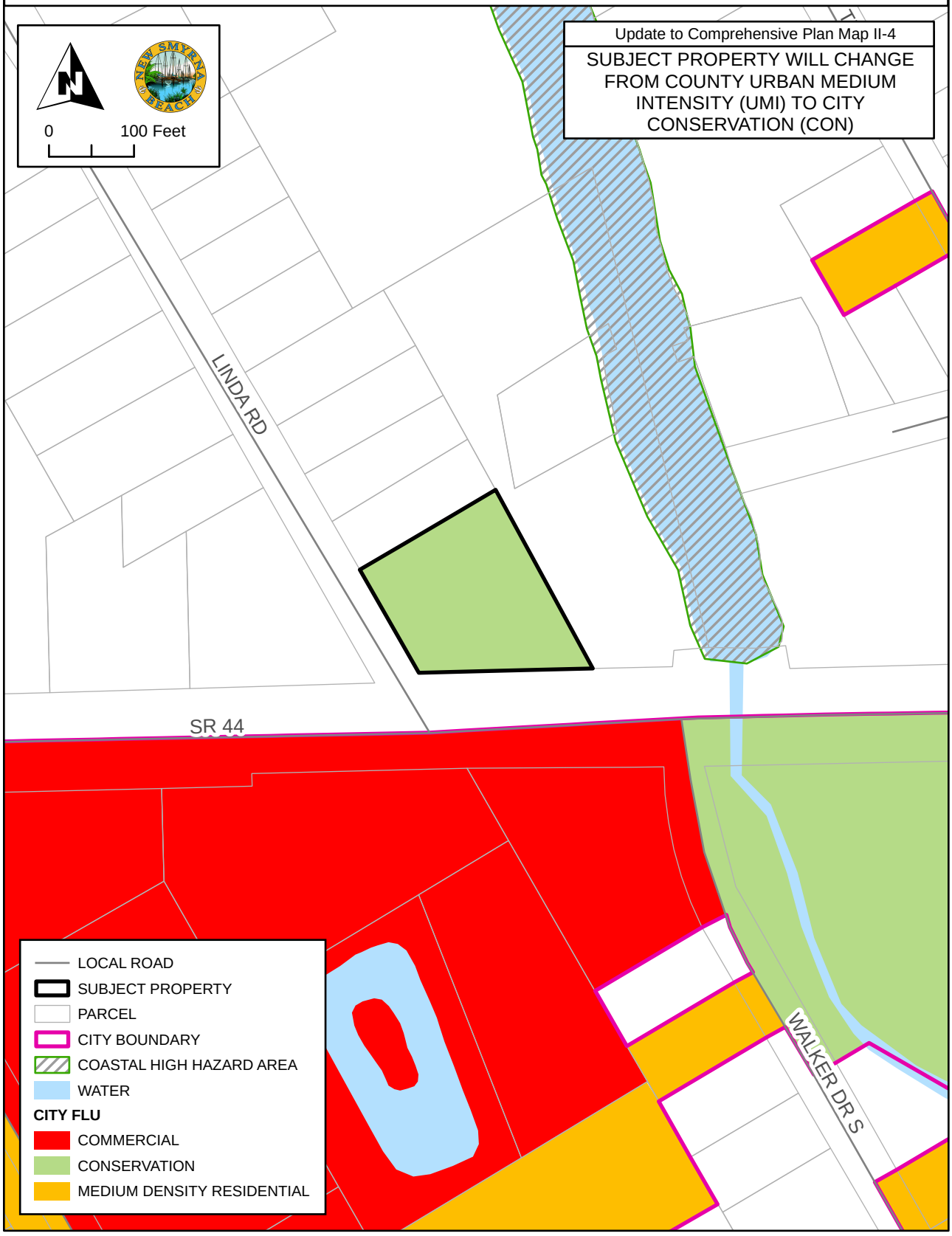
The general boundaries of those areas known to require environmental protection from development have been designated as conservation on the Future Land Use Map.

Designations are based on the best information available. Owners of lands designated as conservation on the Future Land Use Map may petition the City to adjust the boundaries of the conservation zone based upon a qualified biologist's determination of the boundaries made in accordance with §701.07 of the *Land Development Regulations*.

The Planning and Zoning Department shall review the owner's petition and automatically adjust the Future Land Use Map to correctly represent said area and upland buffer. The Local Planning Agency's approval shall be required if the area to be changed is greater than five (5) acres. Environmentally sensitive areas shall include, but not be limited to, jurisdictional wetlands, wetland buffers, uplands included as part of designated environmental corridors, and public beaches.

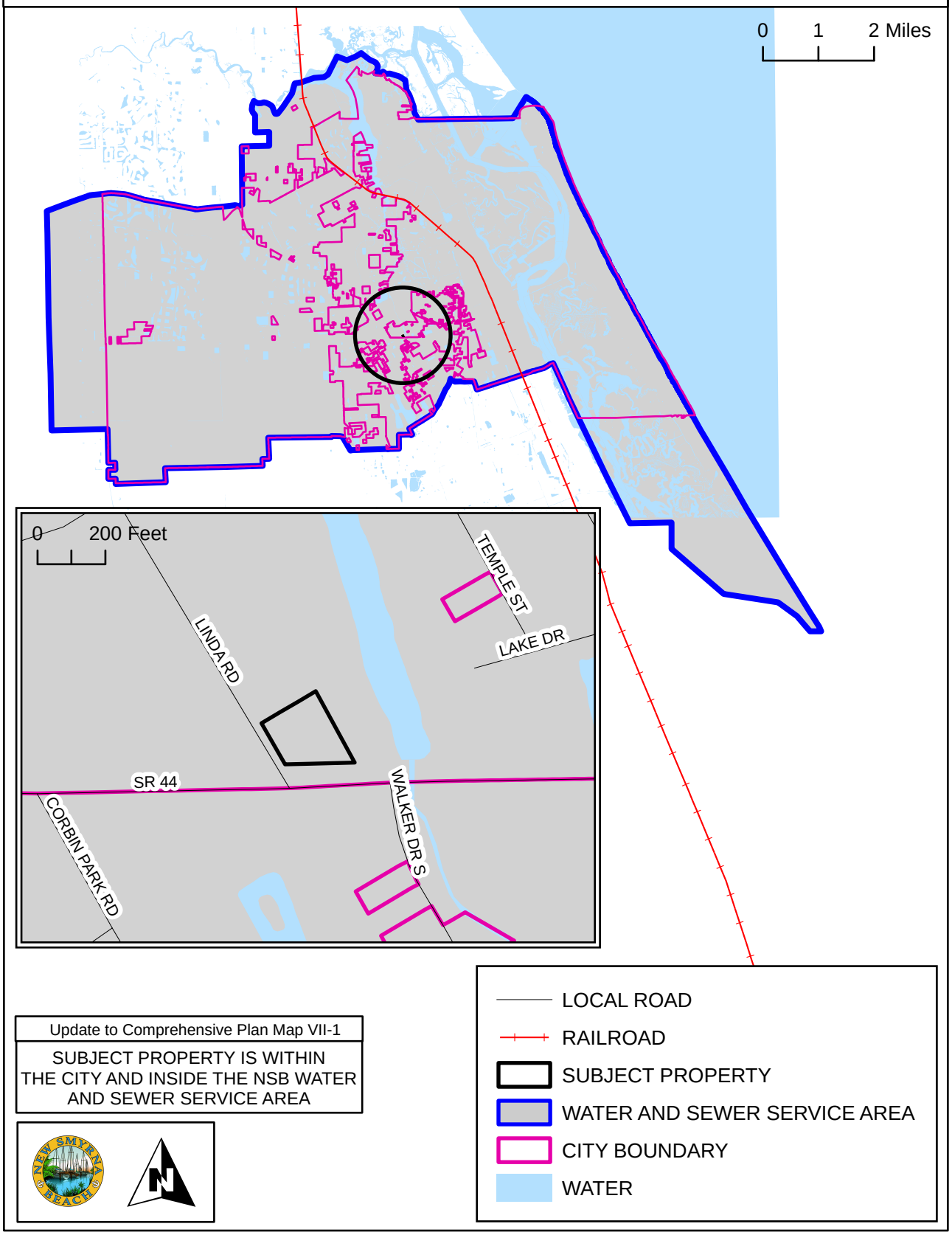
PROPOSED FUTURE LAND USE DESIGNATIONS

A-8-26



WATER AND SEWER SERVICE AREA

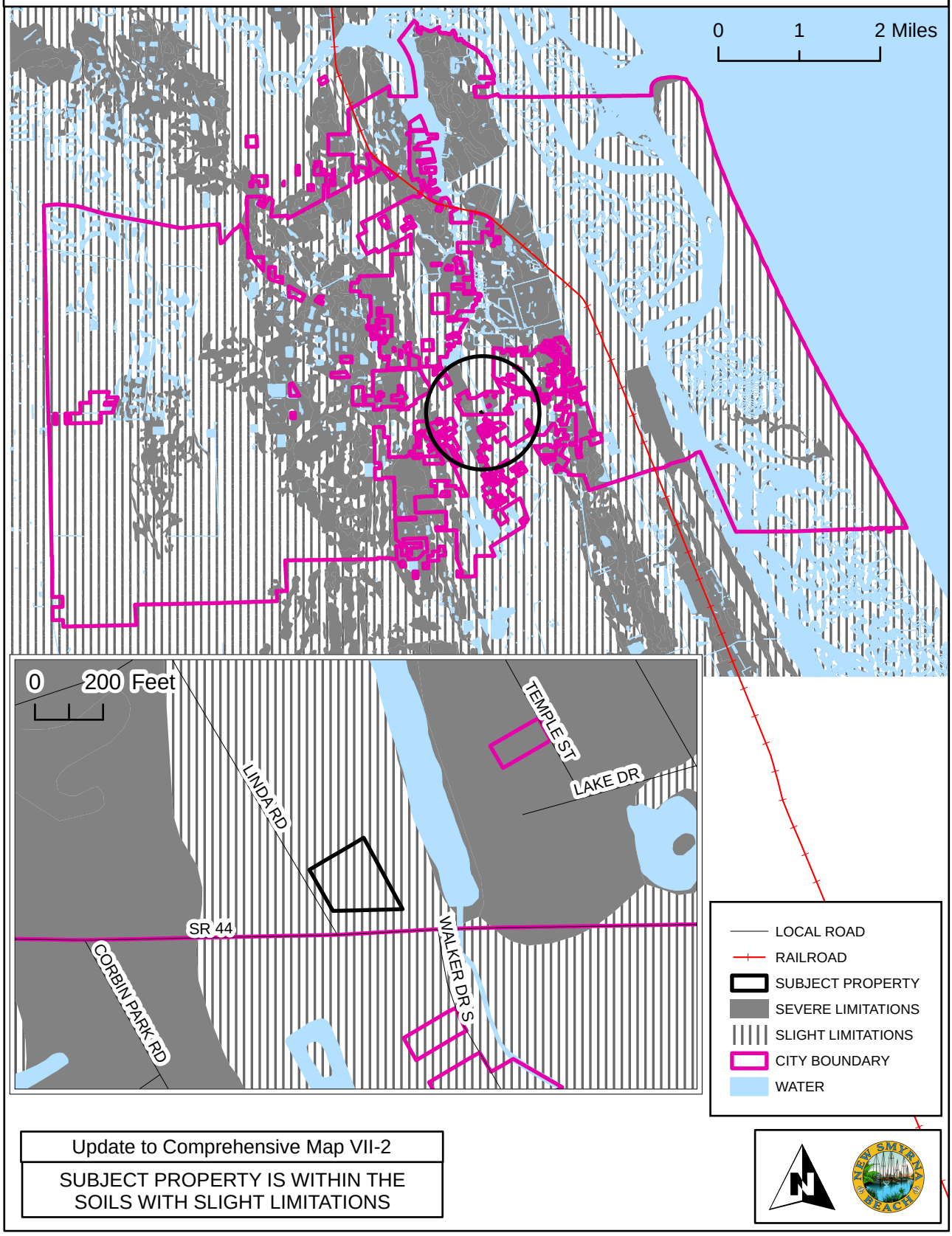
A-8-26



Update to Comprehensive Plan Map VII-1
SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-8-26

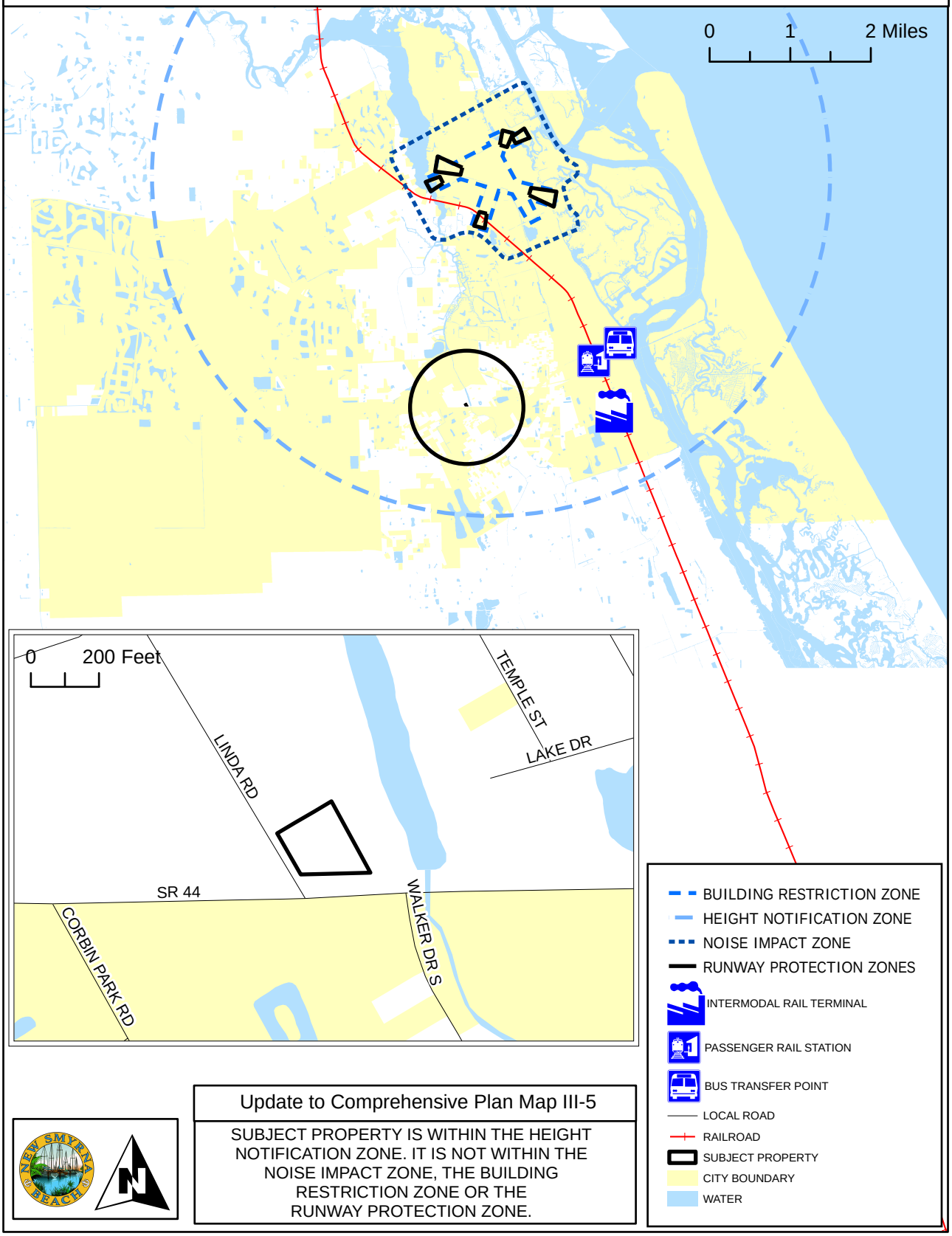


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SLIGHT LIMITATIONS

AIRPORT RUNWAY PROTECTION ZONES

A-8-26

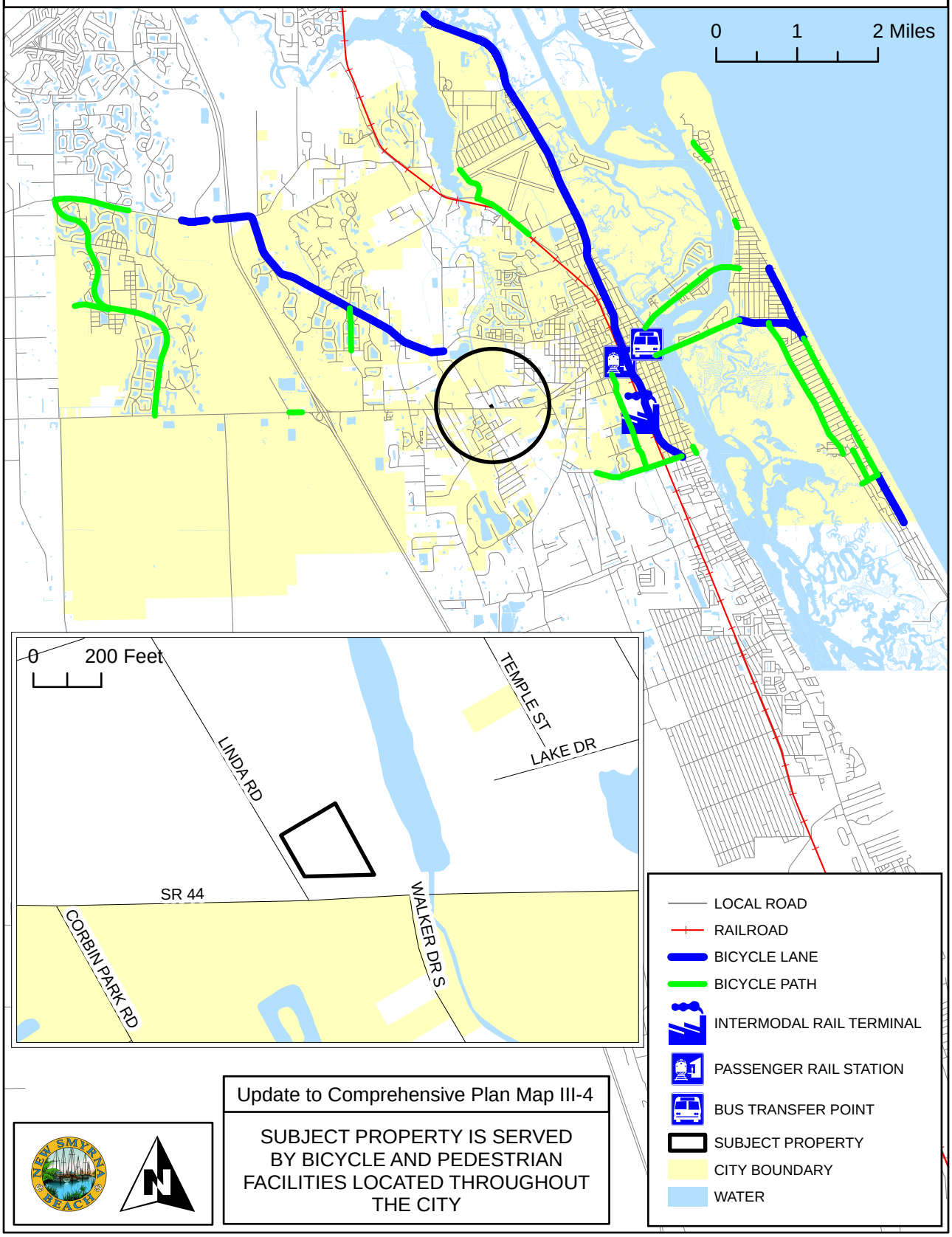


Update to Comprehensive Plan Map III-5

SUBJECT PROPERTY IS WITHIN THE HEIGHT NOTIFICATION ZONE. IT IS NOT WITHIN THE NOISE IMPACT ZONE, THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

BICYCLE AND PEDESTRIAN FACILITIES

A-8-26

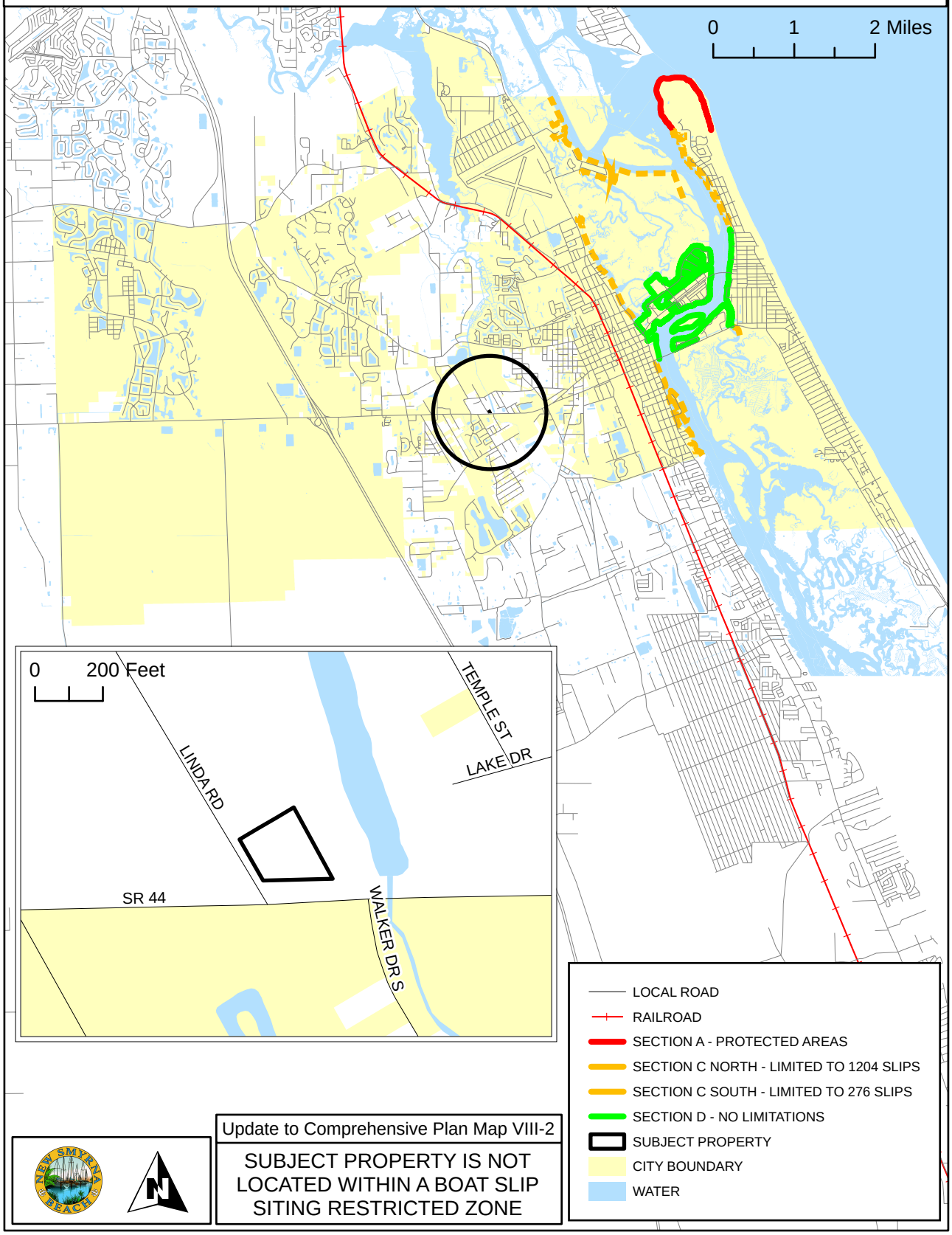


Update to Comprehensive Plan Map III-4

SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

BOAT SLIP SITING

A-8-26

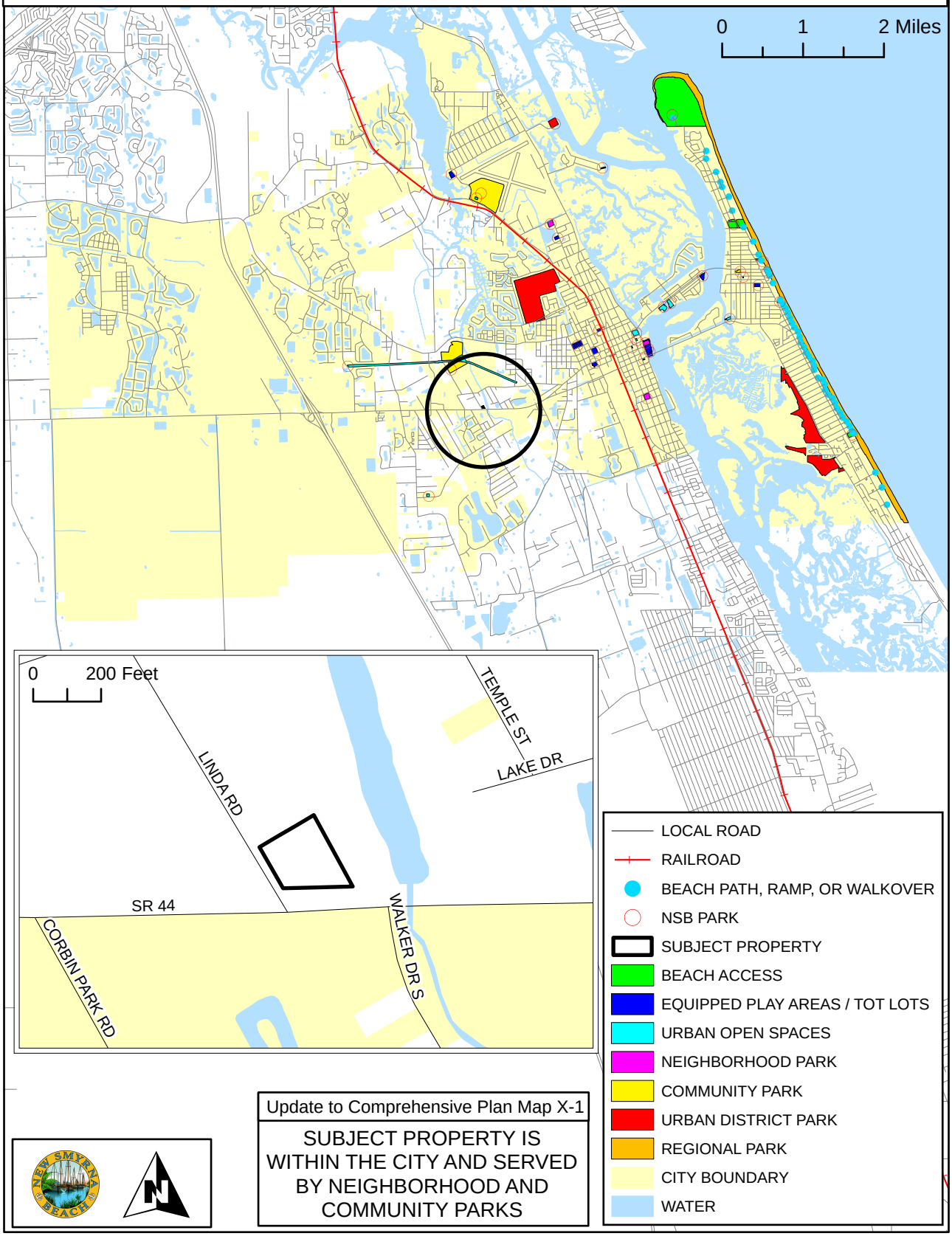


Update to Comprehensive Plan Map VIII-2

SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

CITY PARKS

A-8-26

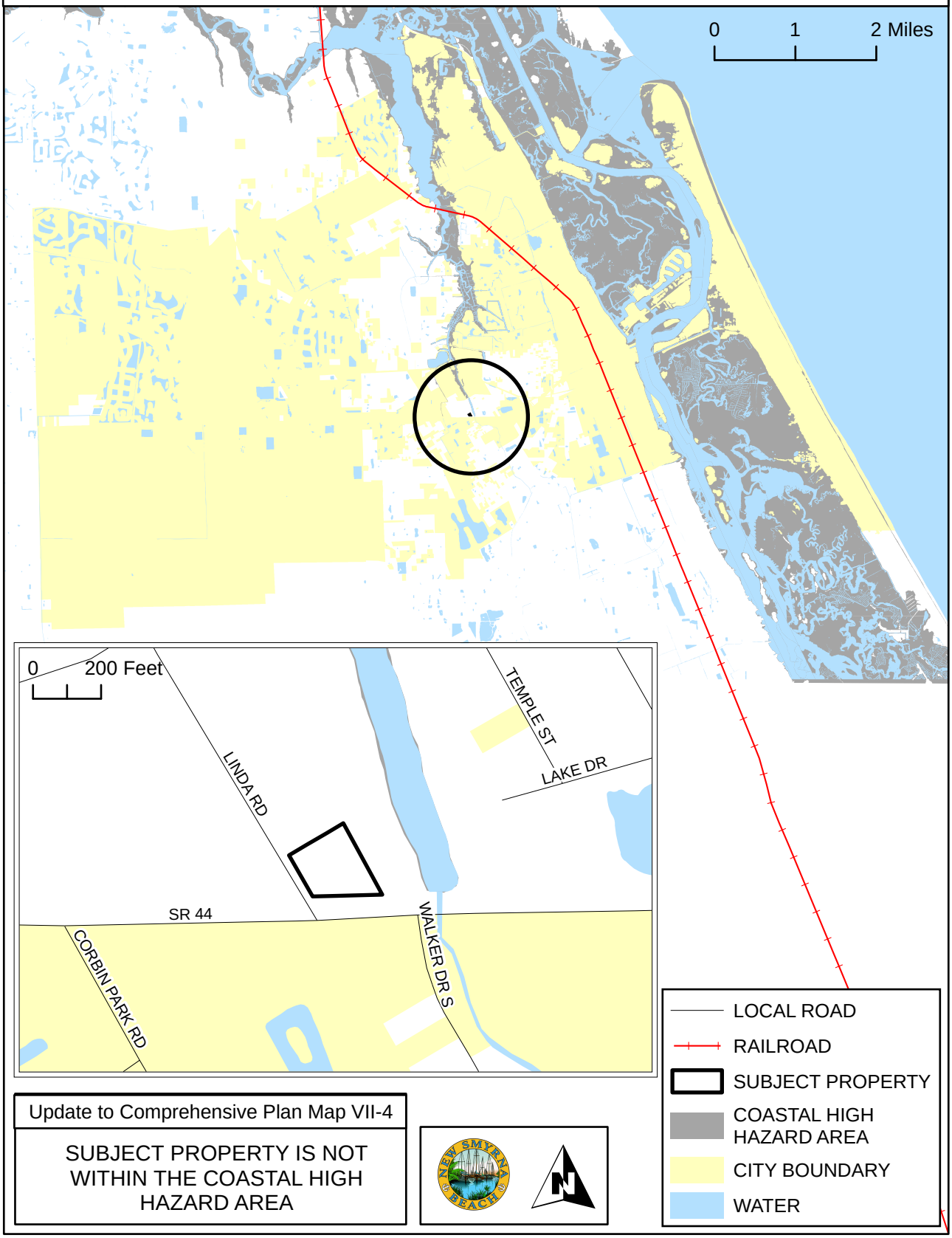


Update to Comprehensive Plan Map X-1

SUBJECT PROPERTY IS WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

COASTAL HIGH HAZARD AREAS

A-8-26

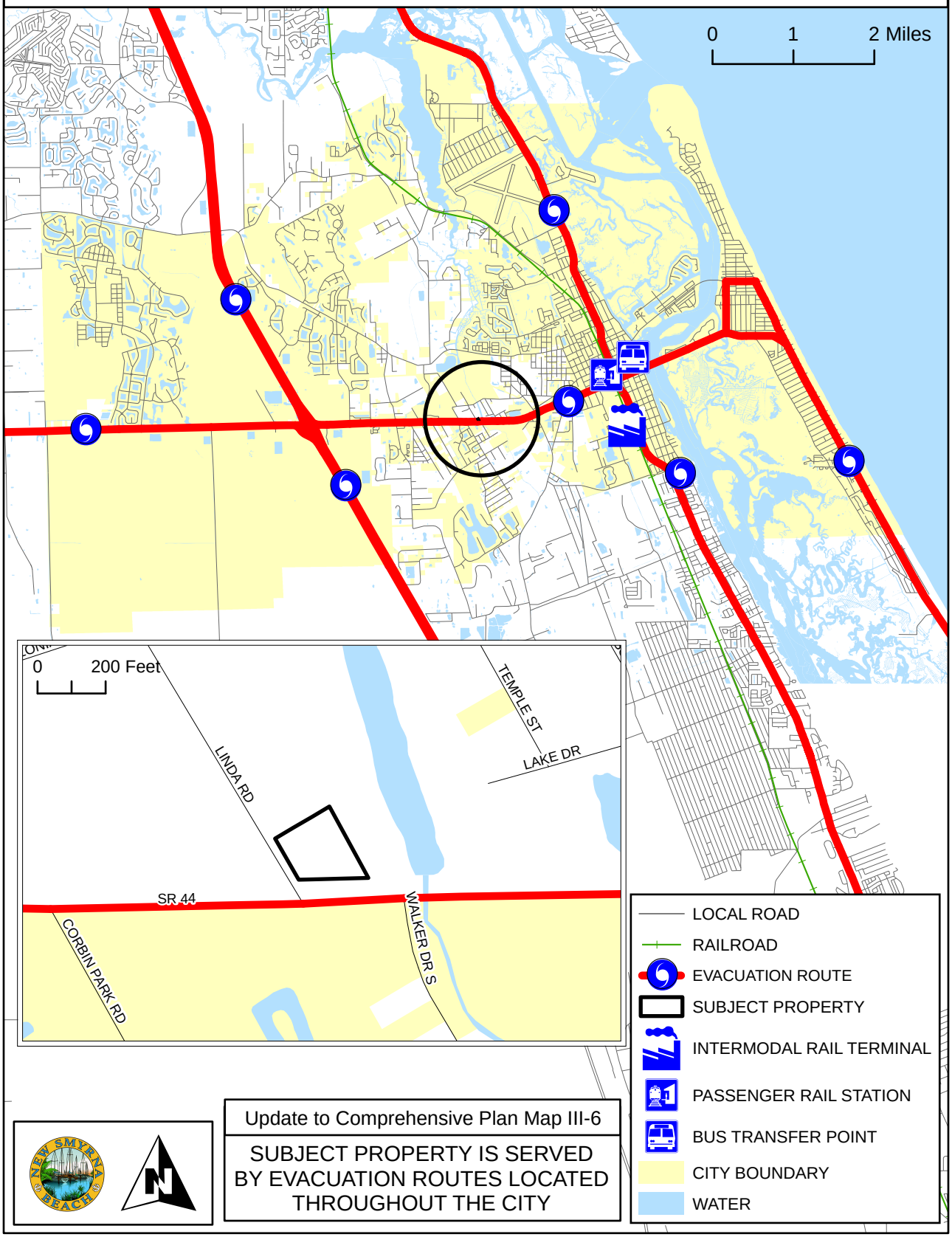


Update to Comprehensive Plan Map VII-4

SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA

EVACUATION ROUTES

A-8-26

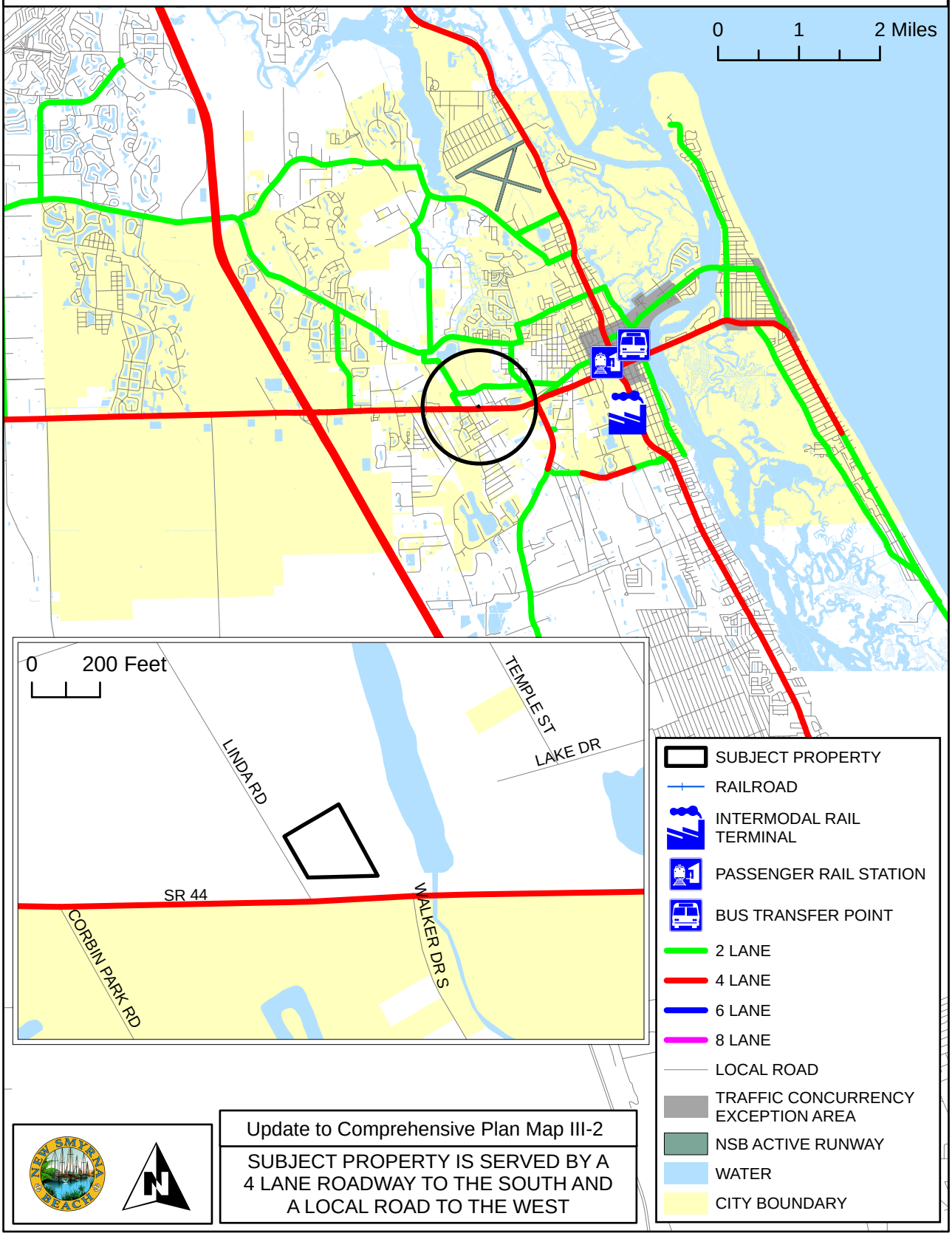


Update to Comprehensive Plan Map III-6

SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXISTING TRAFFIC LANES - 2009

A-8-26

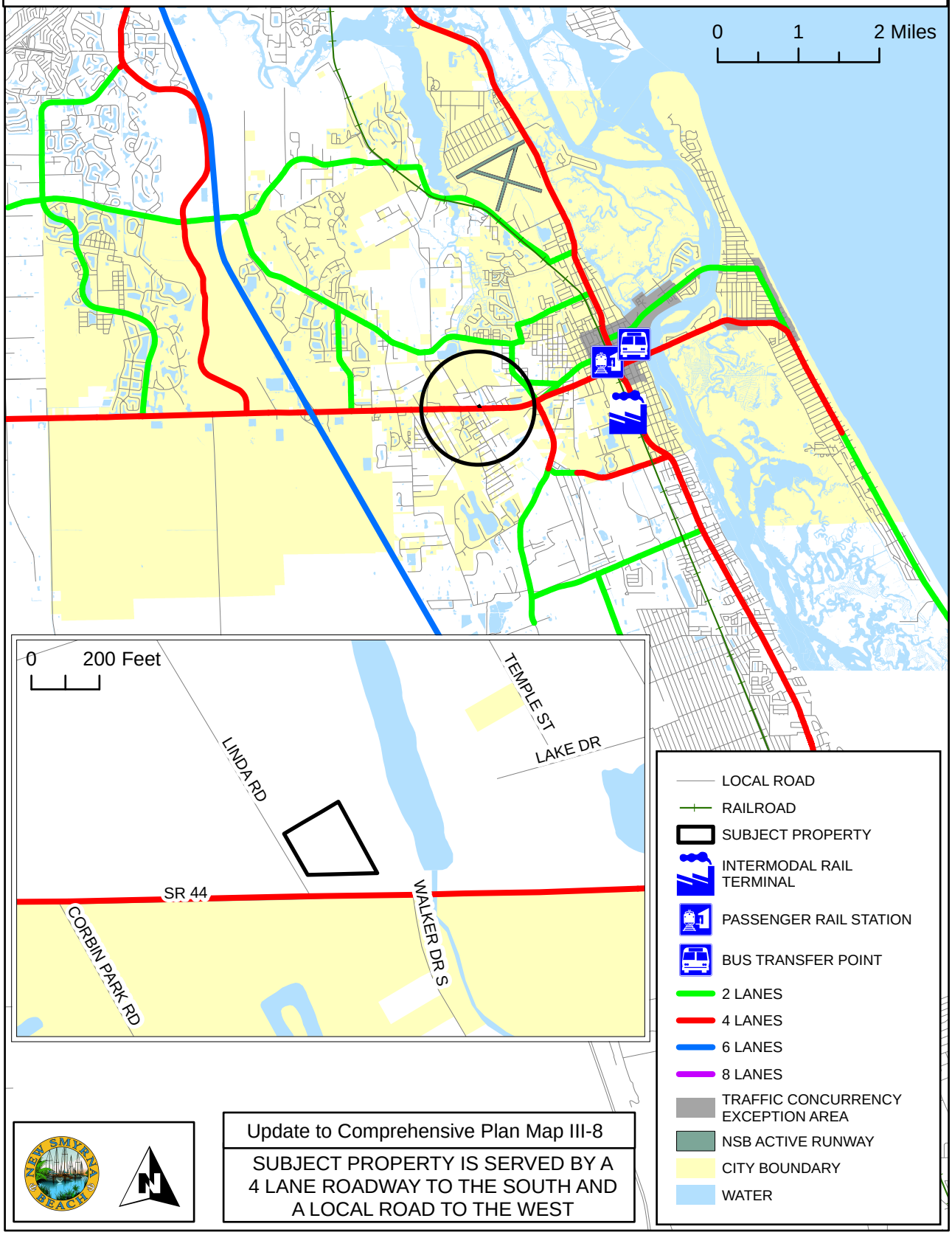


Update to Comprehensive Plan Map III-2

SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE SOUTH AND A LOCAL ROAD TO THE WEST

NUMBER OF TRAFFIC LANES - 2025

A-8-26

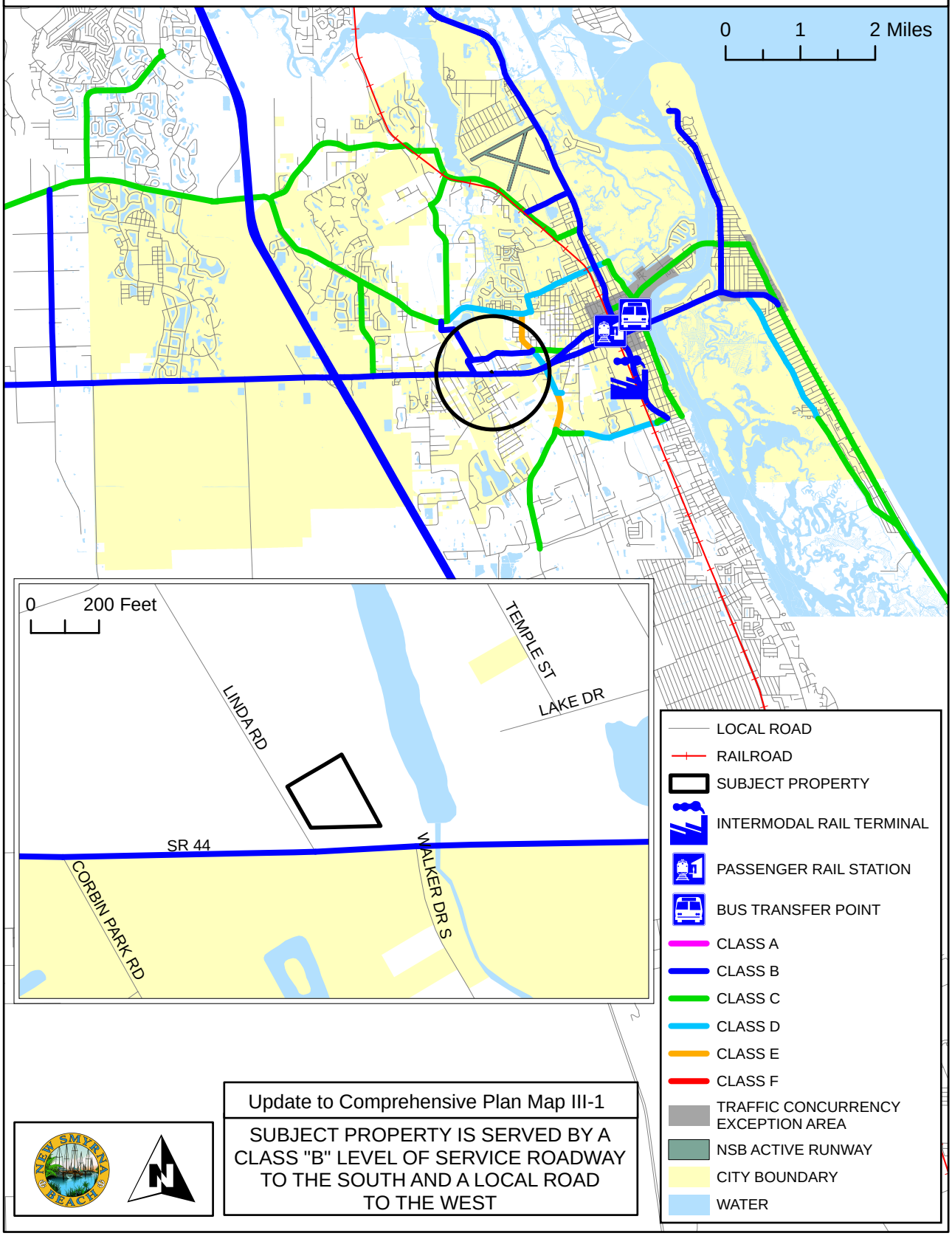


Update to Comprehensive Plan Map III-8

SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE SOUTH AND A LOCAL ROAD TO THE WEST

EXISTING LEVEL OF SERVICE - 2009

A-8-26

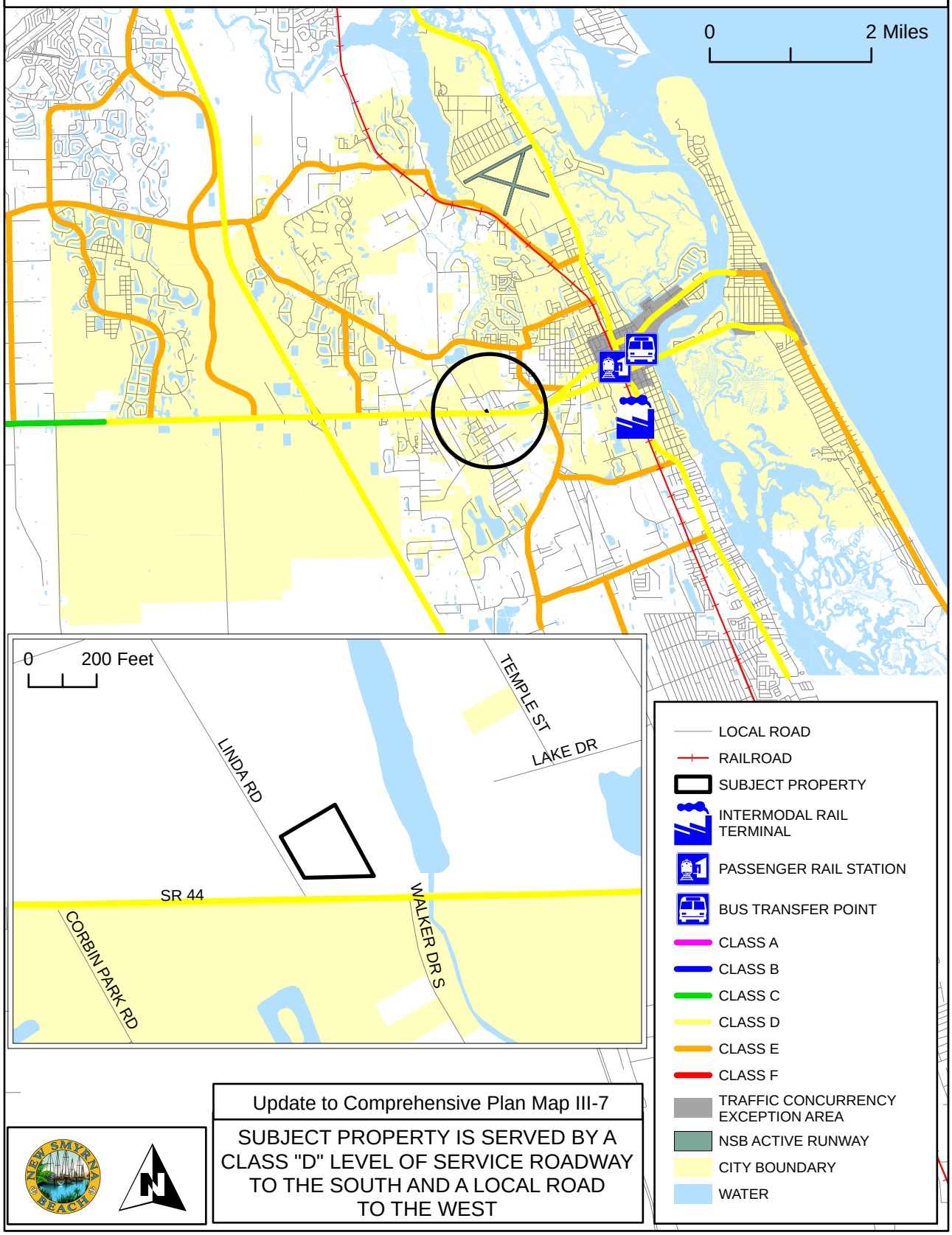


Update to Comprehensive Plan Map III-1

SUBJECT PROPERTY IS SERVED BY A CLASS "B" LEVEL OF SERVICE ROADWAY TO THE SOUTH AND A LOCAL ROAD TO THE WEST

LEVEL OF SERVICE - 2025

A-8-26

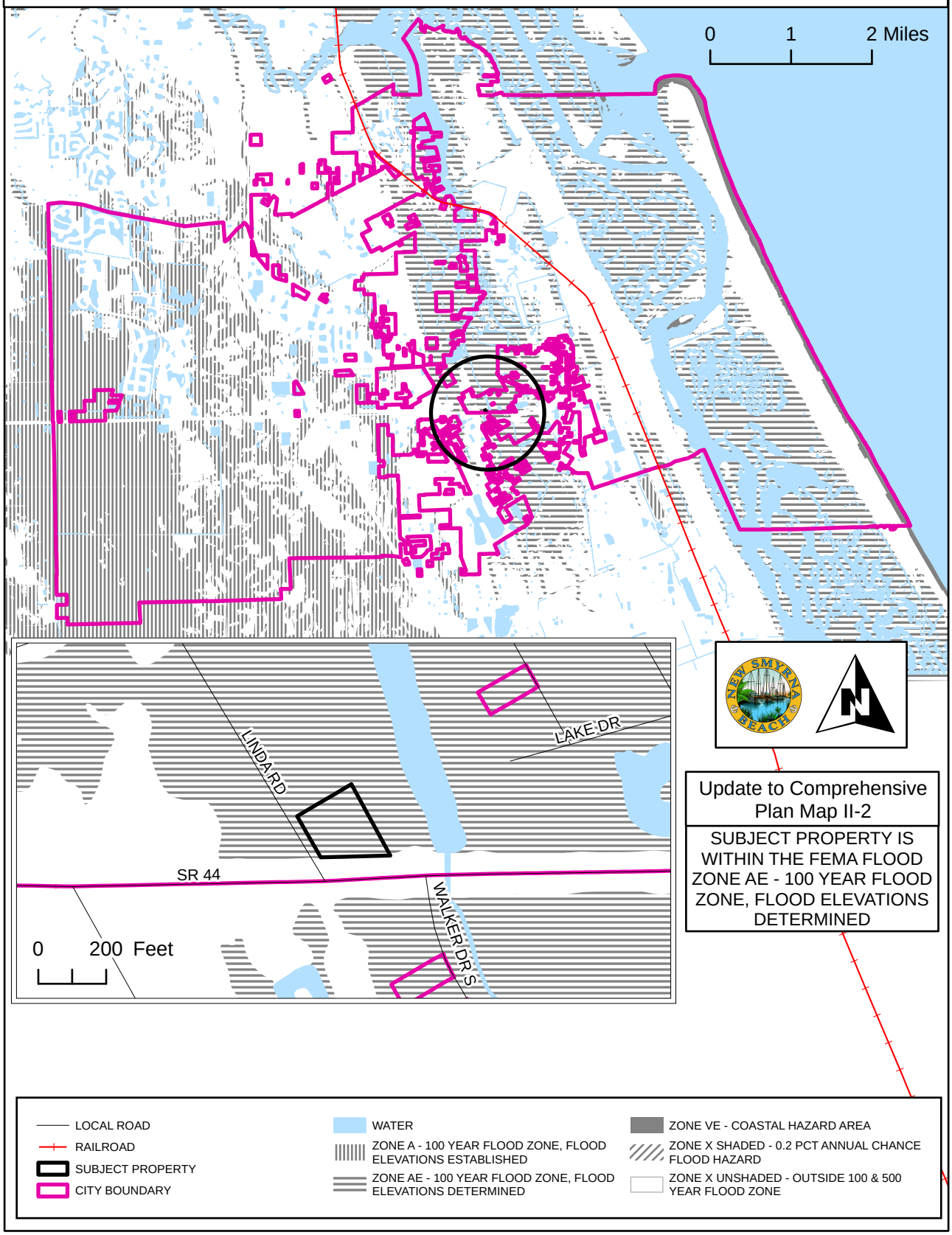


Update to Comprehensive Plan Map III-7

SUBJECT PROPERTY IS SERVED BY A CLASS "D" LEVEL OF SERVICE ROADWAY TO THE SOUTH AND A LOCAL ROAD TO THE WEST

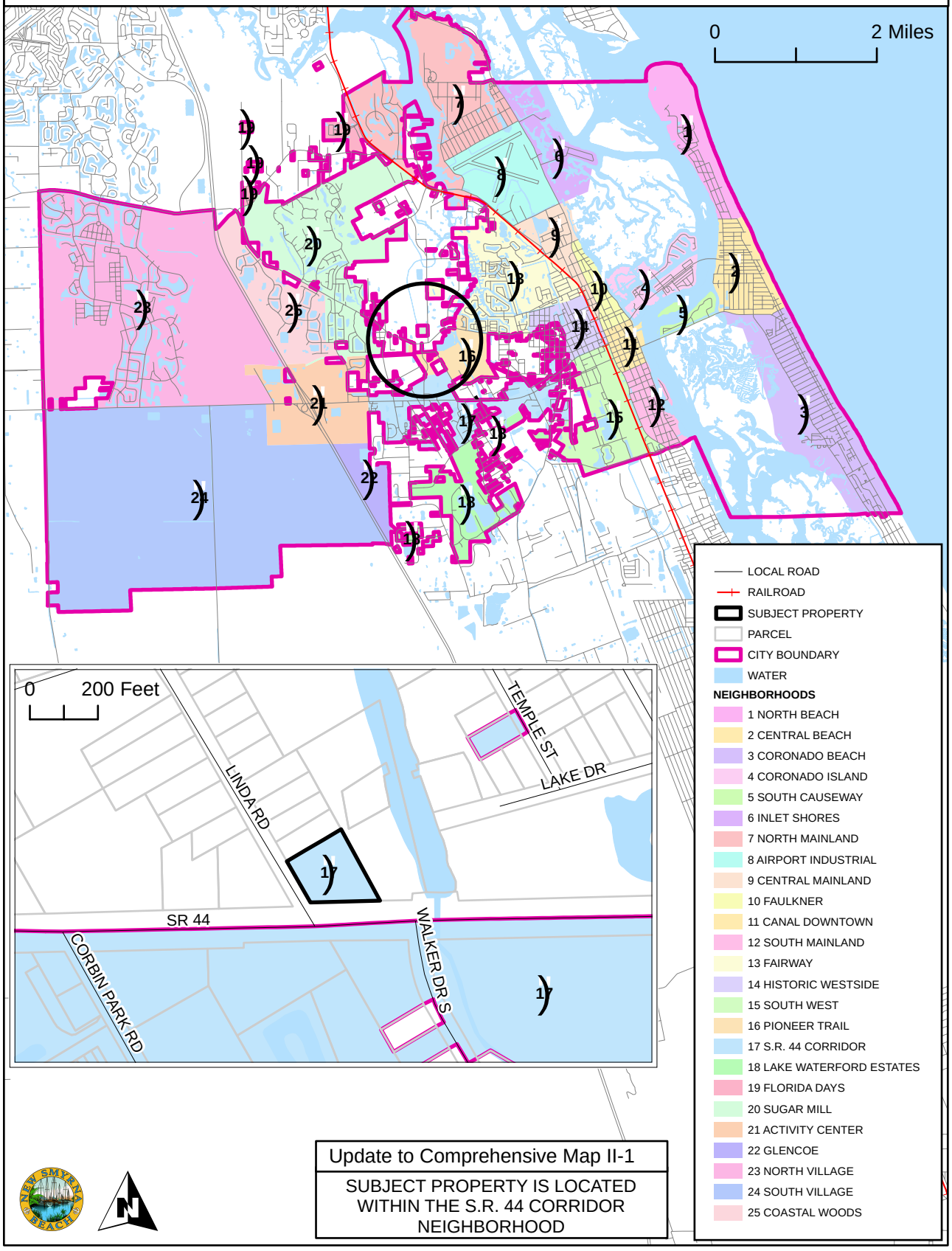
FLOOD PRONE AREAS

A-8-26



NEIGHBORHOODS

A-8-26

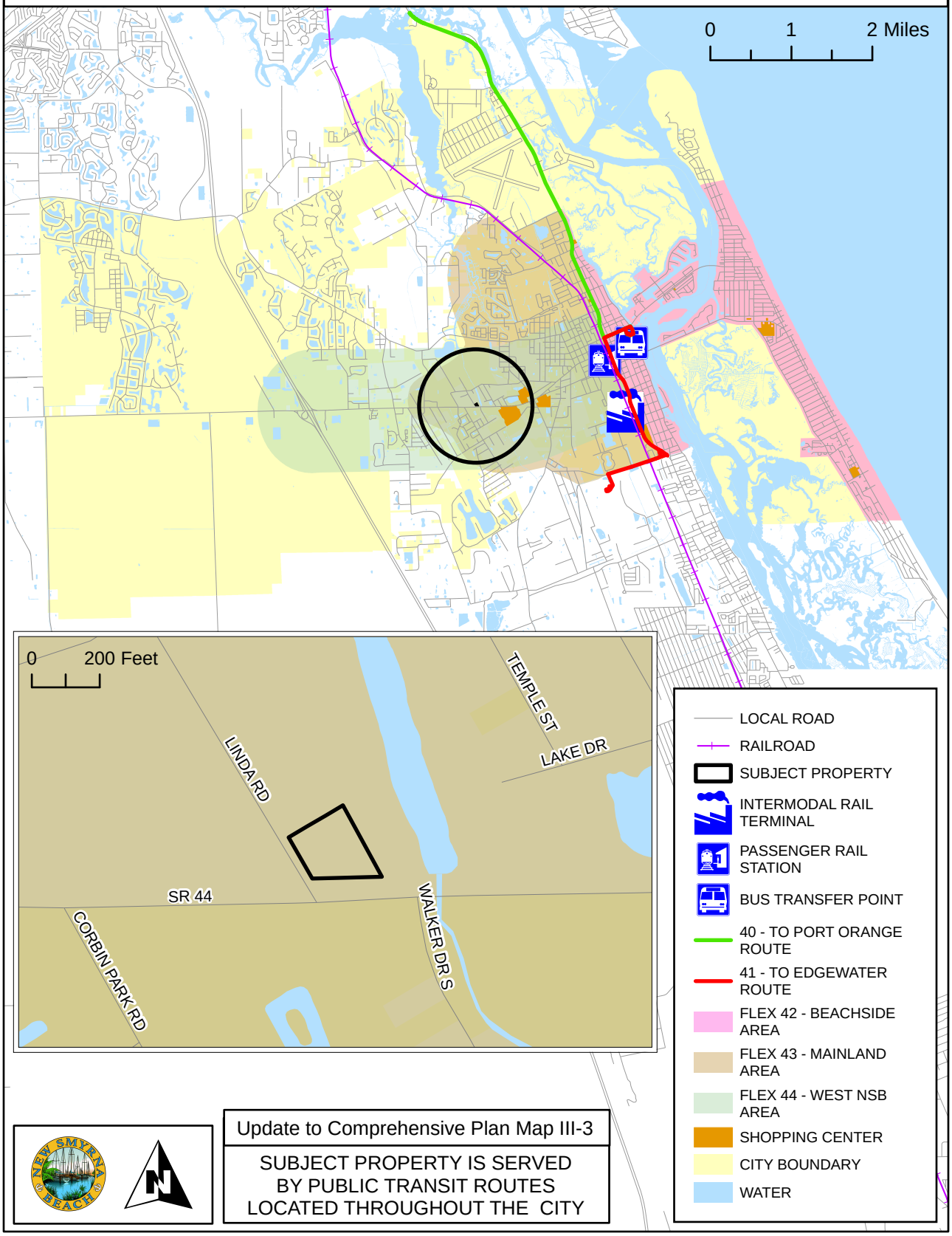


Update to Comprehensive Map II-1

SUBJECT PROPERTY IS LOCATED WITHIN THE S.R. 44 CORRIDOR NEIGHBORHOOD

PUBLIC TRANSIT ROUTES

A-8-26

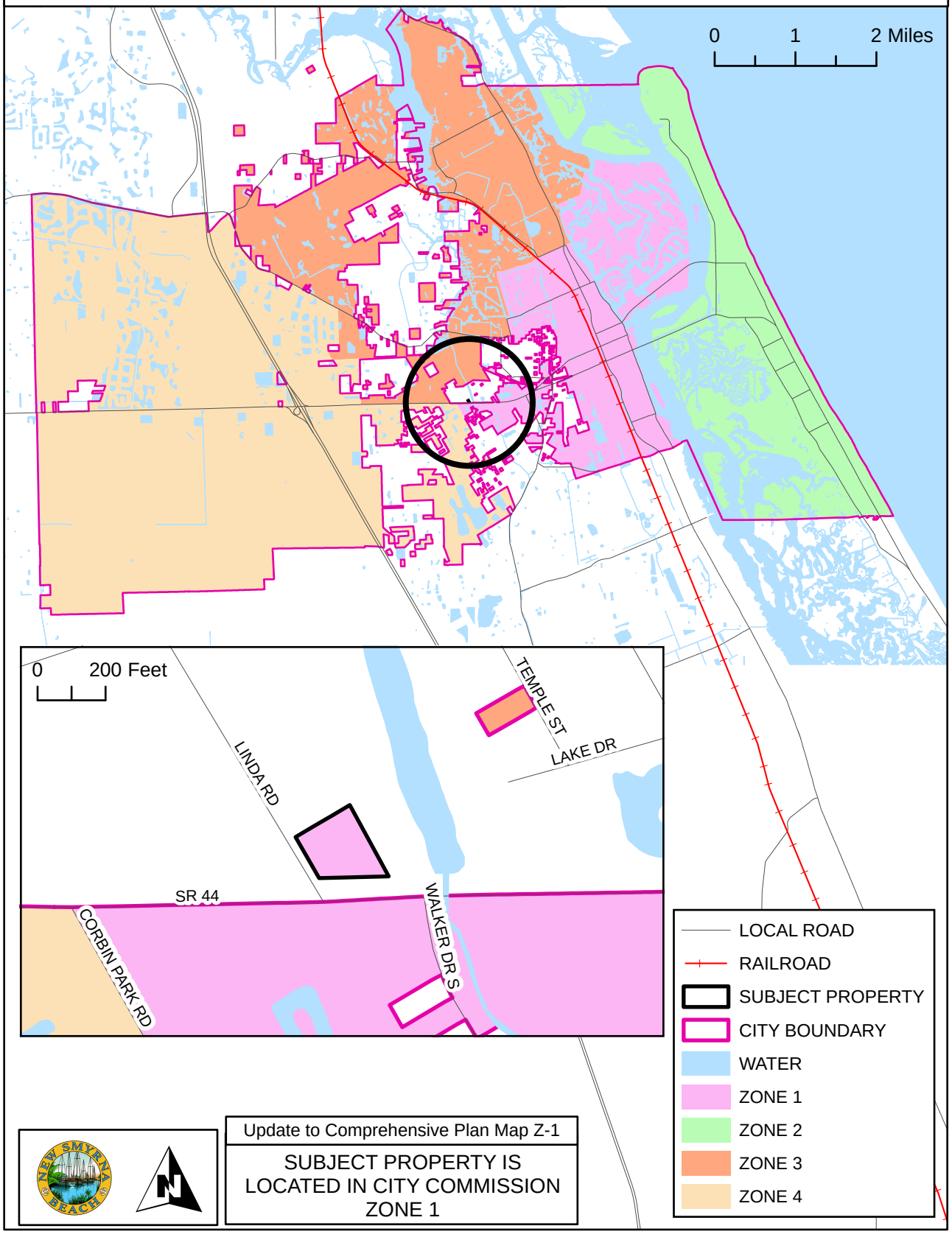


Update to Comprehensive Plan Map III-3

SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

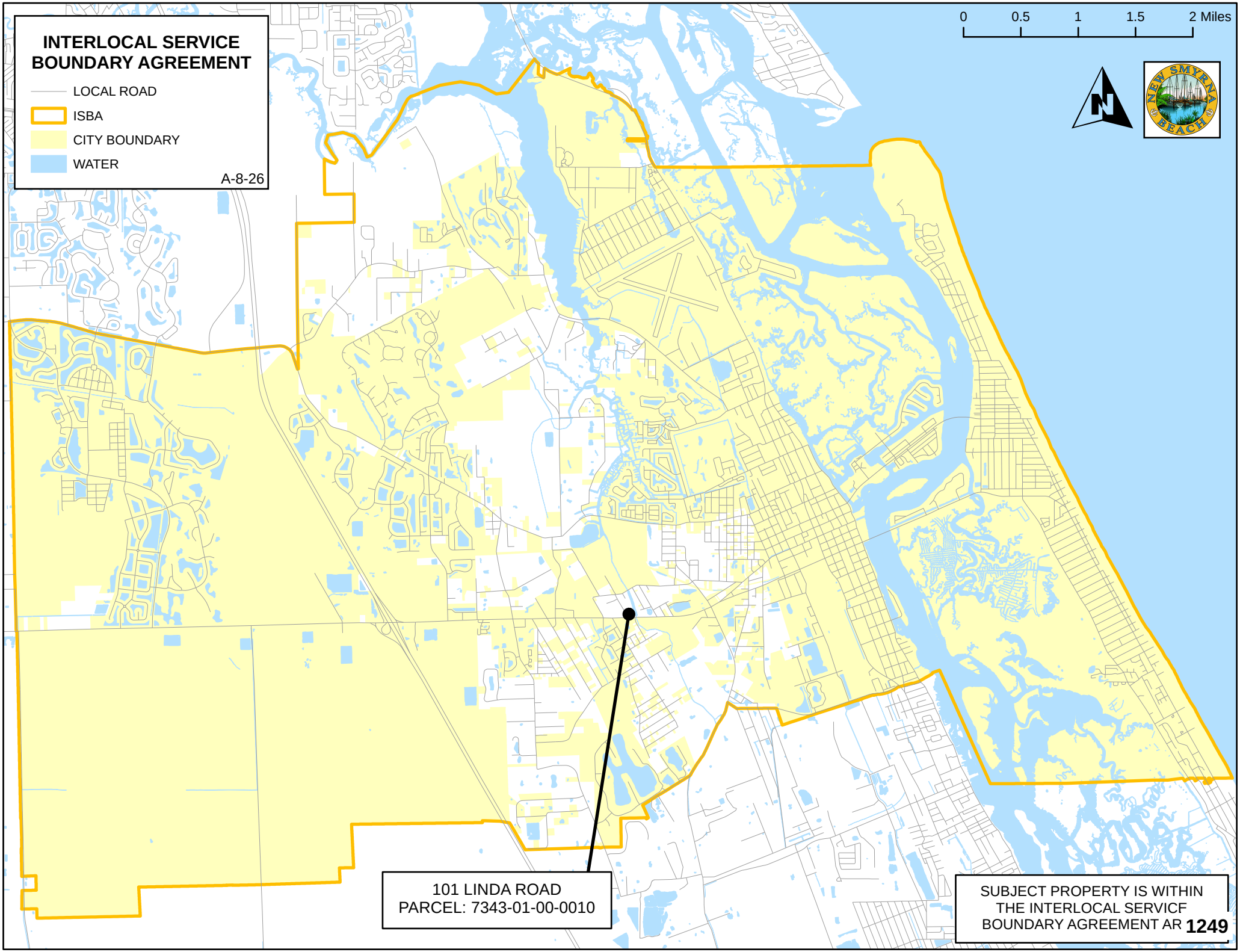
COMMISSION ZONES

A-8-26



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 1


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-8-26
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
101 LINDA ROAD
PARCEL: 7343-01-00-0010
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 1249

LEGAL DESCRIPTION

Address:
101 Linda Road, New Smyrna Beach, Florida 32168

Parcel Number
7343-01-00-0010

AltKey Number:
3728912

Metes and Bounds by Professional Title Agency:
LOT 1, ELLISON ACRES, ACCORDING TO THE MAP IN MAP BOOK 81 PAGE 224, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXCEPTING THAT PORTION LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARIES: COMMENCE AT A POINT 155.39 FEET NORTH 29 DEGREES 50 MINUTES 50 SECONDS WEST FROM THE SOUTHEAST CORNER OF LOT 1, KENNEDY PARK, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 19, PAGE 282, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN SOUTH 88 DEGREES 36 MINUTES 25 SECONDS WEST, A DISTANCE OF 23.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88 DEGREES 36 MINUTES 25 SECONDS WEST, A DISTANCE OF 70.15 FEET; THENCE RUN NORTH 1 DEGREE 23 MINUTES 35 WEST, A DISTANCE OF 50 FEET TO THE EXISTING NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 44; THENCE RUN NORTH 13 DEGREES 10 MINUTES 10 SECONDS EAST, A DISTANCE OF 32.98 FEET; THENCE RUN NORTH 15 DEGREES 01 MINUTES 27 SECONDS WEST, A DISTANCE OF 25.85 FEET; THENCE RUN NORTH 60 DEGREES 13 MINUTES 25 SECONDS EAST, A DISTANCE OF 30 FEET; THENCE RUN SOUTH 46 DEGREES 18 MINUTES 04 SECONDS EAST, A DISTANCE OF 26.08 FEET; THENCE RUN SOUTH 29 DEGREES 46 MINUTES 35 SECONDS EAST, A DISTANCE OF 48.69 FEET TO THE SAID EXISTING NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 44; THENCE RUN SOUTH 1 DEGREE 23 MINUTES 35 SECONDS EAST, A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING.

AND LOTS 2 AND 3, ELLISON ACRES, ACCORDING TO THE MAP IN MAP BOOK 81 PAGE 224, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
EXCEPTING FROM ALL OF THE ABOVE THAT PORTION OF SAID LOTS TAKEN FOR WIDENING OF STATE ROAD NO. 44.

Prepared by and Return To:
Teresa Prompovitch
Professional Title Agency, a division of LandCastle
Title Group, LLC
313 Julia Street
New Smyrna Beach, FL 32168

Order No.: NS932605017

APN/Parcel ID(s): 7343-01-00-0010

WARRANTY DEED

THIS WARRANTY DEED dated July 9, 2026 by William H. Stagina, a married man, hereinafter called the grantor, to City of New Smyrna Beach, a municipal corporation, a corporation existing under the laws of the State of Florida, whose post office address is 101 Linda Road, New Smyrna Beach, FL 32168, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of Ten And No/100 Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in the County of Volusia, State of Florida, to wit:

LOT 1, ELLISON ACRES, ACCORDING TO THE MAP IN MAP BOOK 8, PAGE 224, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
EXCEPTING THAT PORTION LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARIES: COMMENCE AT A POINT 155.39 FEET NORTH 29 DEGREES 50 MINUTES 50 SECONDS WEST FROM THE SOUTHEAST CORNER OF LOT 1, KENNEDY PARK, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 19, PAGE 282, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN SOUTH 88 DEGREES 36 MINUTES 25 SECONDS WEST, A DISTANCE OF 23.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88 DEGREES 36 MINUTES 25 SECONDS WEST, A DISTANCE OF 70.15 FEET; THENCE RUN NORTH 1 DEGREE 23 MINUTES 35 WEST, A DISTANCE OF 50 FEET TO THE EXISTING NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 44; THENCE RUN NORTH 13 DEGREES 10 MINUTES 10 SECONDS EAST, A DISTANCE OF 32.98 FEET; THENCE RUN NORTH 15 DEGREES 01 MINUTES 27 SECONDS WEST, A DISTANCE OF 25.85 FEET; THENCE RUN NORTH 60 DEGREES 13 MINUTES 25 SECONDS EAST, A DISTANCE OF 30 FEET; THENCE RUN SOUTH 46 DEGREES 18 MINUTES 04 SECONDS EAST, A DISTANCE OF 26.08 FEET; THENCE RUN SOUTH 29 DEGREES 46 MINUTES 35 SECONDS EAST, A DISTANCE OF 48.69 FEET TO THE SAID EXISTING NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 44; THENCE RUN SOUTH 1 DEGREE 23 MINUTES 35 SECONDS EAST, A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING.
AND LOTS 2 AND 3, ELLISON ACRES, ACCORDING TO THE MAP IN MAP BOOK 8, PAGE 224, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA
EXCEPTING FROM ALL OF THE ABOVE THAT PORTION OF SAID LOTS TAKEN FOR WIDENING OF STATE ROAD NO. 44.

WARRANTY DEED
(continued)

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any member of the household of Grantor(s) reside thereon.

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2025.

WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Lorraine E Banks
Witness Signature

Lorraine E Banks
Print Name

Address: 4044 Portland Ridge Pl
Florissant MO 63034

William H. Stagina
William H. Stagina

Address: 2721 Hillcroft Dr
Wildwood, MO 63005

Adonica Lanette Banks
Witness Signature

Adonica Lanette Banks
Print Name

Address: 1650 Beale ST
St Charles, MO 63303

State of ~~Florida~~ MO AMB
County of ~~Volusia~~ St louis AMB

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 29 day of ~~July~~ June, 2026, by William H. Stagina, to me known to be the person(s) described in or who has/have produced MO DL as identification and who executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same.

Adonica Lanette Banks
NOTARY PUBLIC
My Commission Expires: 11/29/2028

ADONICA LANETTE BANKS
Notary Public - Notary Seal
St Charles County - State of Missouri
Commission Number 16400238
My Commission Expires Nov 29, 2028

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 64-26 Small Scale - 101 Linda Rd.

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):

Ordinance 64-26 amends the City Comprehensive Plan to include the property annexed in Ordinance 63-26 and apply conservation land use.

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):
[*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.*).

None.

ORDINANCE NO. 64-26

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE DESIGNATION OF .8± ACRES OF PROPERTY GENERALLY LOCATED ON THE NORTHEAST CORNER OF LINDA ROAD AND STATE ROAD 44, FROM VOLUSIA COUNTY *URBAN MEDIUM INTENSITY* TO CITY *CONSERVATION*; PROVIDING FOR AMENDMENT OF THE ASSOCIATED COMPREHENSIVE PLAN MAPS TO SHOW THE AREA INCORPORATED INTO THE CITY; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florida 32168, applicant on behalf of City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, property owner, has requested the City of New Smyrna Beach amend its Comprehensive Plan, Future Land Use Map II-4 to change the land use designation of .8± acres of property generally located on the northeast corner of Linda Road and State Road 44, from Volusia County *Urban Medium Intensity* to City *Conservation*; to amend City Neighborhood Map II-1 to show the subject property is located within S.R. 44 Corridor Neighborhood; to amend Flood Prone Areas Map II-2 to show the subject property is within the FEMA Flood Zone AE; to amend Existing Land Use Designations Map II-3 to show the subject property will change from Volusia County *Vacant Land* to City *Vacant Land* to amend Existing Level of Service-2009 Map III-1 to show the subject property is served by a Class B level of service roadway to the south and a local road to the west; to amend Existing Traffic Lanes-2009 Map III-2 to show the subject property is served by a 4-lane roadway to the south and a local road to the west; to amend Public Transit Routes Map III-3 to show the subject property is served by public transit routes located throughout the City; to amend Bicycle and Pedestrian Facilities Map III-4 to show the subject property is served by bicycle and pedestrian facilities located throughout the City; to amend Airport Runway Protection Zones Map III-5 to show the subject property is within the height notification zone, and is not within the noise impact zone, the building restriction zone, or the runway protection zone; to amend Evacuation Routes Map III-6 to show the subject property is served by evacuation routes located throughout the City; to amend Level of Service-2025 Map III-7 to show the subject property is served by Class D level of service roadway to the south and a local road to the west; to amend Number of Traffic Lanes-2025 Map III-8 to show the subject property is served by a 4-lane roadway to the south and a local road to the west; amend Water & Sewer Service Area Map VII-1 to show the subject property is within the City and inside the New Smyrna Beach water and sewer service area; to amend Soil Limitation for Septic Systems Map VII-2 to show the subject property is within the soils with slight limitations; to amend Coastal High Hazard Area Map VII-4 to show the subject property is not within the Coastal High Hazard Area; to amend Boat Slip Siting Map VIII-2 to show the subject property is not located within a boat slip siting restricted zone; to amend City

Parks Map X-1 to show the subject property is within the City and served by neighborhood and community parks; to amend Commission Zones Map Z-1 to show the subject property is located in City Commission Zone 1; and

WHEREAS, the Planning and Zoning Board, sitting as the City's Local Planning Agency, held an advertised public hearing pursuant to §163.3174(4), Fla. Stat., on September 14, 2026, and by a vote of 7-0 recommended that the City Commission approve the proposed Plan Amendment; and

WHEREAS, the proposed Amendment is from Volusia County *Urban Medium Intensity* to City *Conservation* land use of FIFTY (50) acres or fewer. §163.3187(1)(a), Fla. Stat.; and

WHEREAS, the proposed Amendment does not involve a text change to the goals, policies, and objectives of the City's Comprehensive Plan, but only propose a land use change to the future land use map for a site-specific small-scale development activity. §163.3187(1)(c), Fla. Stat.; and

WHEREAS, the proposed Amendment is not located within an area of critical state concern. §163.3187(1)(d), Fla. Stat.; and

WHEREAS, the City Commission finds that the proposed Amendment qualifies as a Plan Amendment directly related to small-scale development activities within the meaning of §163.3187(1), Fla. Stat.; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend its Comprehensive Plan as more particularly set forth hereinafter.

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

SECTION 1: ***Land Use Amendment.*** That the Comprehensive Plan, **Future Land Use Map II-4**, is hereby amended by changing the land use designations for real property located in Volusia County, Florida, described as:

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

from Volusia County *Urban Medium Intensity* to City *Conservation.*

SECTION 2: ***Map Amendment.*** That the Comprehensive Plan, **Neighborhoods Map II-1**, is hereby amended to show the subject property is within the S. R. 44 Corridor Neighborhood.

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

SECTION 3: ***Map Amendment.*** That the Comprehensive Plan, **Flood Prone Area Map II-2**, is hereby amended to show the subject property is within FEMA Flood Zone AE.

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

SECTION 4: ***Map Amendment.*** That the Comprehensive Plan, **Existing Land Use Designations Map II-3**, is hereby amended to show the subject property will change from County *Vacant Land* to City *Vacant Land.*

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

SECTION 5: ***Map Amendment.*** That the Comprehensive Plan, **Existing Level of Service-2009 Map III-1**, is hereby amended to show the subject property is served by a Class B level of service roadway to the south and a local road to the west.

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

SECTION 6: ***Map Amendment.*** That the Comprehensive Plan, **Existing Traffic Lanes-2009 Map III-2,** is hereby amended to show the subject property is served by a 4-lane roadway to the south and a local road to the west.

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

SECTION 7: ***Map Amendment.*** That the Comprehensive Plan, **Public Transit Routes Map III-3,** is hereby amended to show the subject property is served by public transit routes located throughout the City.

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

SECTION 8: ***Map Amendment.*** That the Comprehensive Plan, **Bicycle and Pedestrian Facilities Map III-4**, is hereby amended to show the subject property is served by bicycle and pedestrian facilities located throughout the City.

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

SECTION 9: ***Map Amendment.*** That the Comprehensive Plan, **Airport Runway Protection Zones Map III-5**, is hereby amended to show the subject property is within the height notification zone, and is not within the noise impact zone, the building restriction zone, or the runway protection zone.

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

SECTION 10: ***Map Amendment.*** That the Comprehensive Plan, **Evacuation Routes Map III-6**, is hereby amended to show the subject property is served by evacuation routes located throughout the City.

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

SECTION 11: ***Map Amendment.*** That the Comprehensive Plan, **Level of Service-2025 Map III-7**, is hereby amended to show the subject property is served by a Class D level of service roadway to the south and a local road to the west.

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

SECTION 12: ***Map Amendment.*** That the Comprehensive Plan, **Number of Traffic Lanes-2025 Map III-8**, is hereby amended to show the subject property is served by a 4-lane roadway to the south and a local road to the west.

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

SECTION 13: ***Map Amendment.*** That the Comprehensive Plan, **Water and Sewer Service Area Map VII-1** is hereby amended to show the subject property is within the City and inside the New Smyrna Beach Water and Sewer Service Area.

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

SECTION 14: ***Map Amendment.*** That the Comprehensive Plan, **Soil Limitation for Septic Systems Map VII-2** is hereby amended to show the subject property is within the soils with slight limitations.

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

SECTION 15: ***Map Amendment.*** That the Comprehensive Plan, **Coastal High Hazard Areas Map VII-4** is hereby amended to show the subject property is not within the Coastal High Hazard Area.

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

SECTION 16: ***Map Amendment.*** That the Comprehensive Plan, **Boat Slip Siting Map VIII-2** is hereby amended to show the subject property is not located within a boat slip siting restricted zone.

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

SECTION 17: ***Map Amendment.*** That the Comprehensive Plan, **City Parks Map X-1** is hereby amended to show the subject property is within the City and served by neighborhood and community parks.

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

SECTION 18: ***Map Amendment.*** That the Comprehensive Plan, **Commission Zones Map Z-1** is hereby amended to show the subject property is located in City Commission Zone 1.

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

SECTION 19: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on November 10, 2026, at 5:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published at least 10 days prior to hearing is deemed to comply with §§163.3187(2) and 166.041(3)(a), Fla. Stat.

SECTION 20: ***Conflicting Ordinances***. That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 21: ***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 22: ***Effective Date.*** That this ordinance shall become effective THIRTY ONE (31) days following adoption by the City Commission unless a challenge is filed under §163.3187(5), Fla. Stat. In the event that the ordinance is challenged within THIRTY (30) days after adoption,

it shall not become effective until the state land planning agency or the Administration Commission, respectively, issues a final order determining the adopted small scale development amendment is in compliance. §163.3187(5), Fla. Stat. In addition, this ordinance shall not become effective until Volusia Growth Management Commission has issued a Certificate of Consistency. No development orders, development permits, or land uses dependent on these amendments may be issued or commence before they have become effective.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 10/19/2024

EXHIBIT "A"

EXISTING FUTURE LAND USE DESIGNATIONS

A-8-26

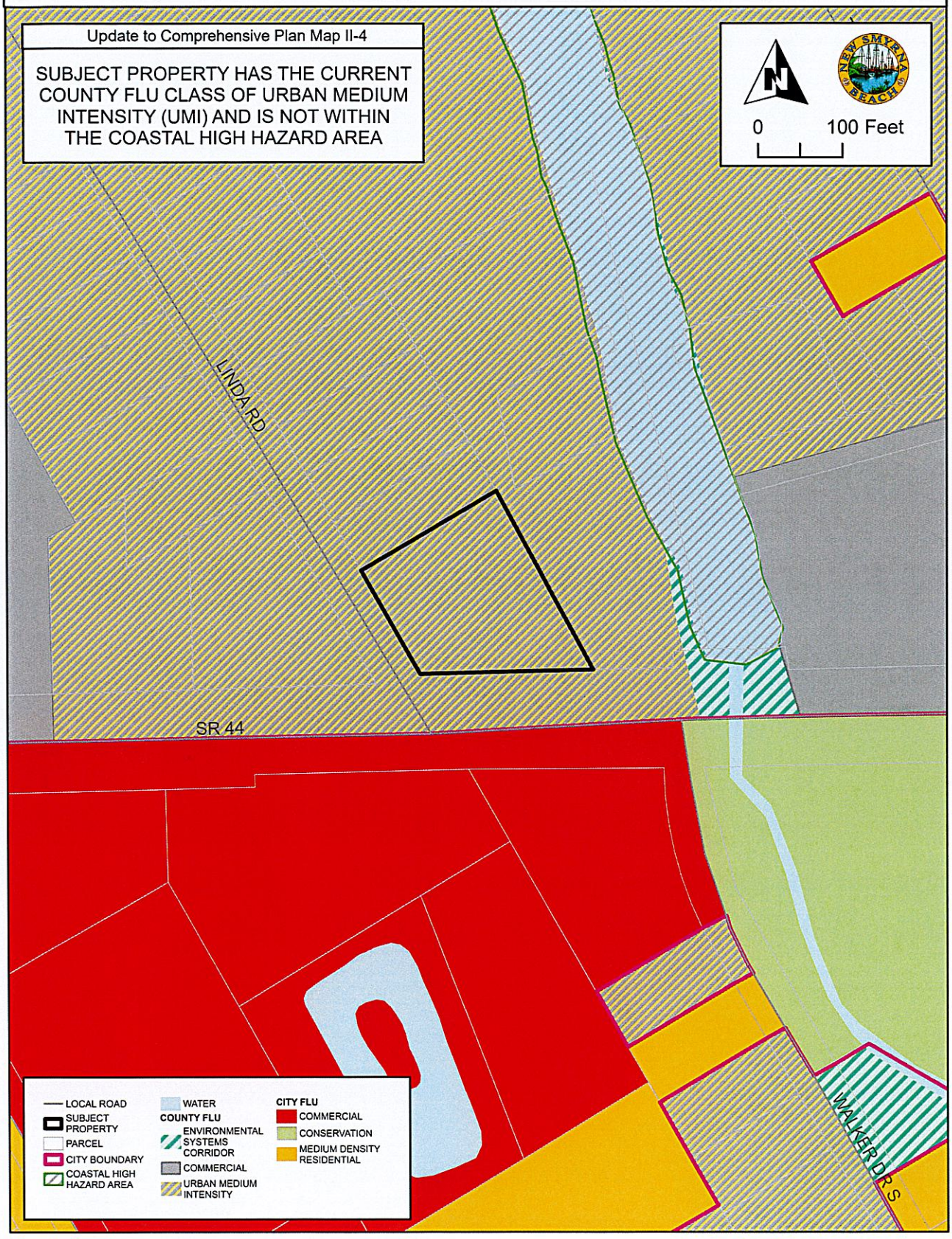


EXHIBIT "A"

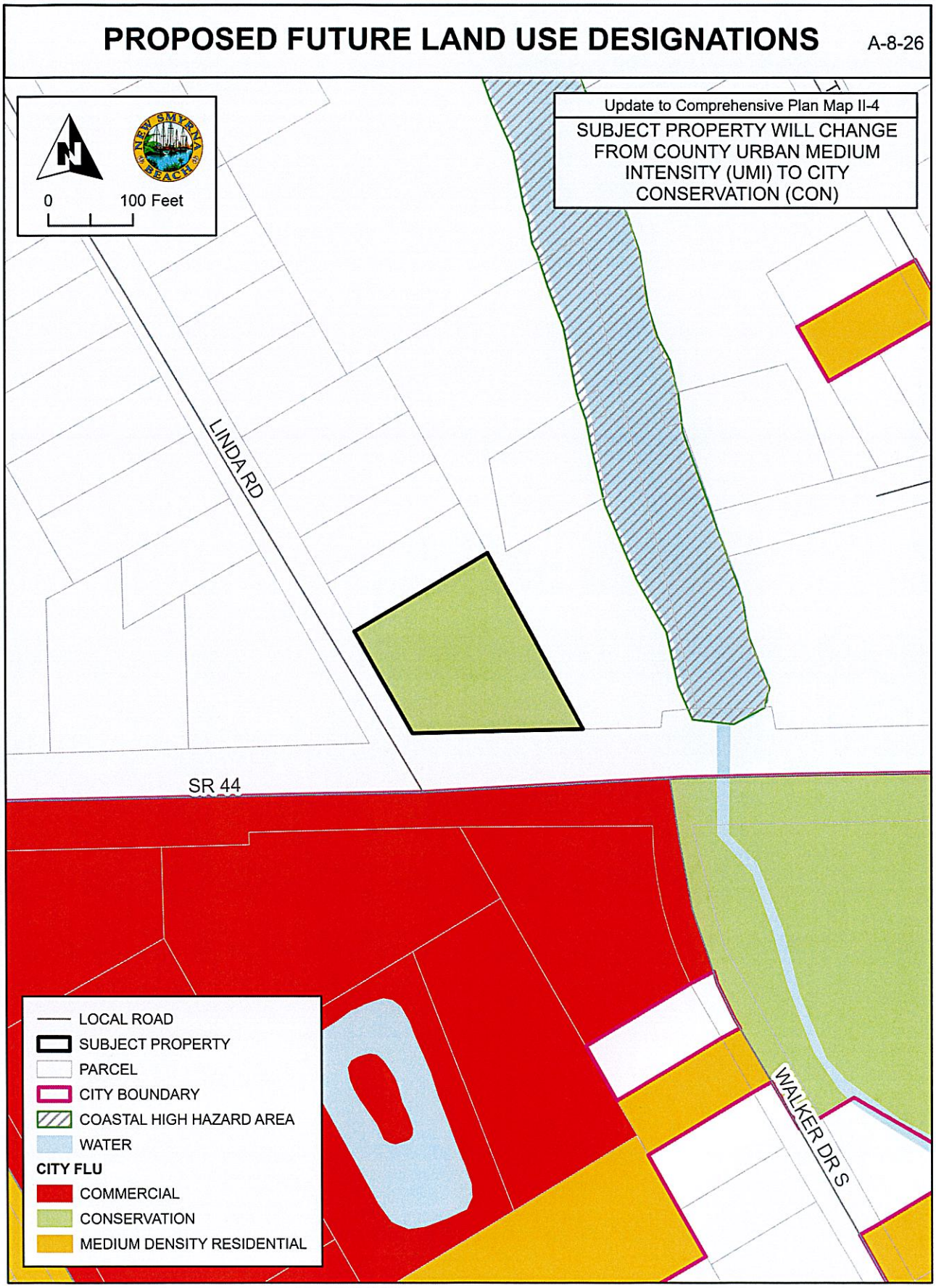

PROPOSED FUTURE LAND USE DESIGNATIONS
A-8-26
Update to Comprehensive Plan Map II-4
SUBJECT PROPERTY WILL CHANGE FROM COUNTY URBAN MEDIUM INTENSITY (UMI) TO CITY CONSERVATION (CON)
0
100 Feet
LINDA RD
SR 44
WALKER DR S
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
COASTAL HIGH HAZARD AREA
WATER
CITY FLU
COMMERCIAL
CONSERVATION
MEDIUM DENSITY RESIDENTIAL

EXHIBIT "B"

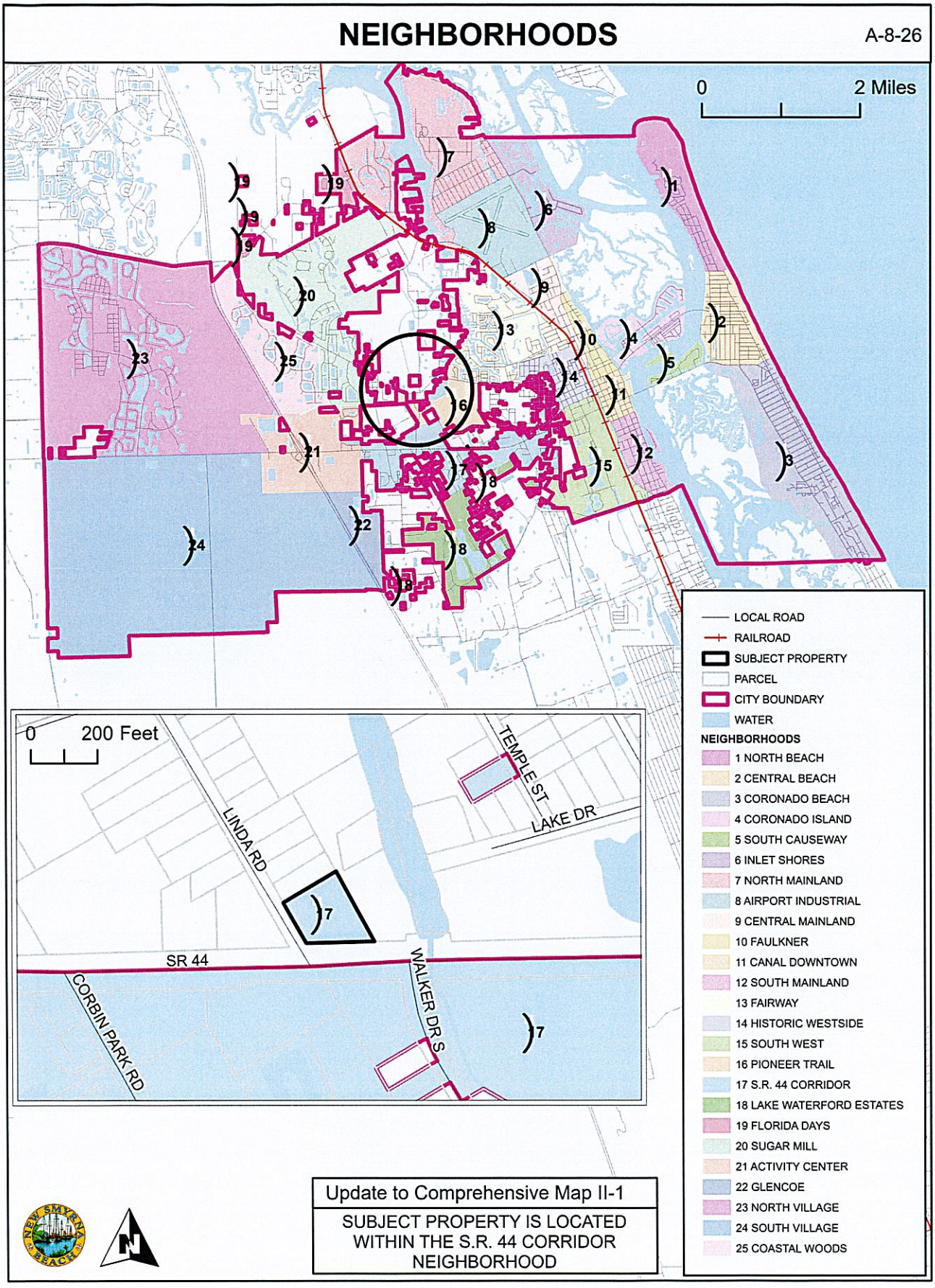

NEIGHBORHOODS
A-8-26
0
2 Miles
0
200 Feet
LINDA RD
TEMPLE ST
LAKE DR
SR 44
CORBIN PARK RD
WALKER DR S
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
NEIGHBORHOODS
1 NORTH BEACH
2 CENTRAL BEACH
3 CORONADO BEACH
4 CORONADO ISLAND
5 SOUTH CAUSEWAY
6 INLET SHORES
7 NORTH MAINLAND
8 AIRPORT INDUSTRIAL
9 CENTRAL MAINLAND
10 FAULKNER
11 CANAL DOWNTOWN
12 SOUTH MAINLAND
13 FAIRWAY
14 HISTORIC WESTSIDE
15 SOUTH WEST
16 PIONEER TRAIL
17 S.R. 44 CORRIDOR
18 LAKE WATERFORD ESTATES
19 FLORIDA DAYS
20 SUGAR MILL
21 ACTIVITY CENTER
22 GLENCOE
23 NORTH VILLAGE
24 SOUTH VILLAGE
25 COASTAL WOODS
Update to Comprehensive Map II-1
SUBJECT PROPERTY IS LOCATED WITHIN THE S.R. 44 CORRIDOR NEIGHBORHOOD

EXHIBIT "C"

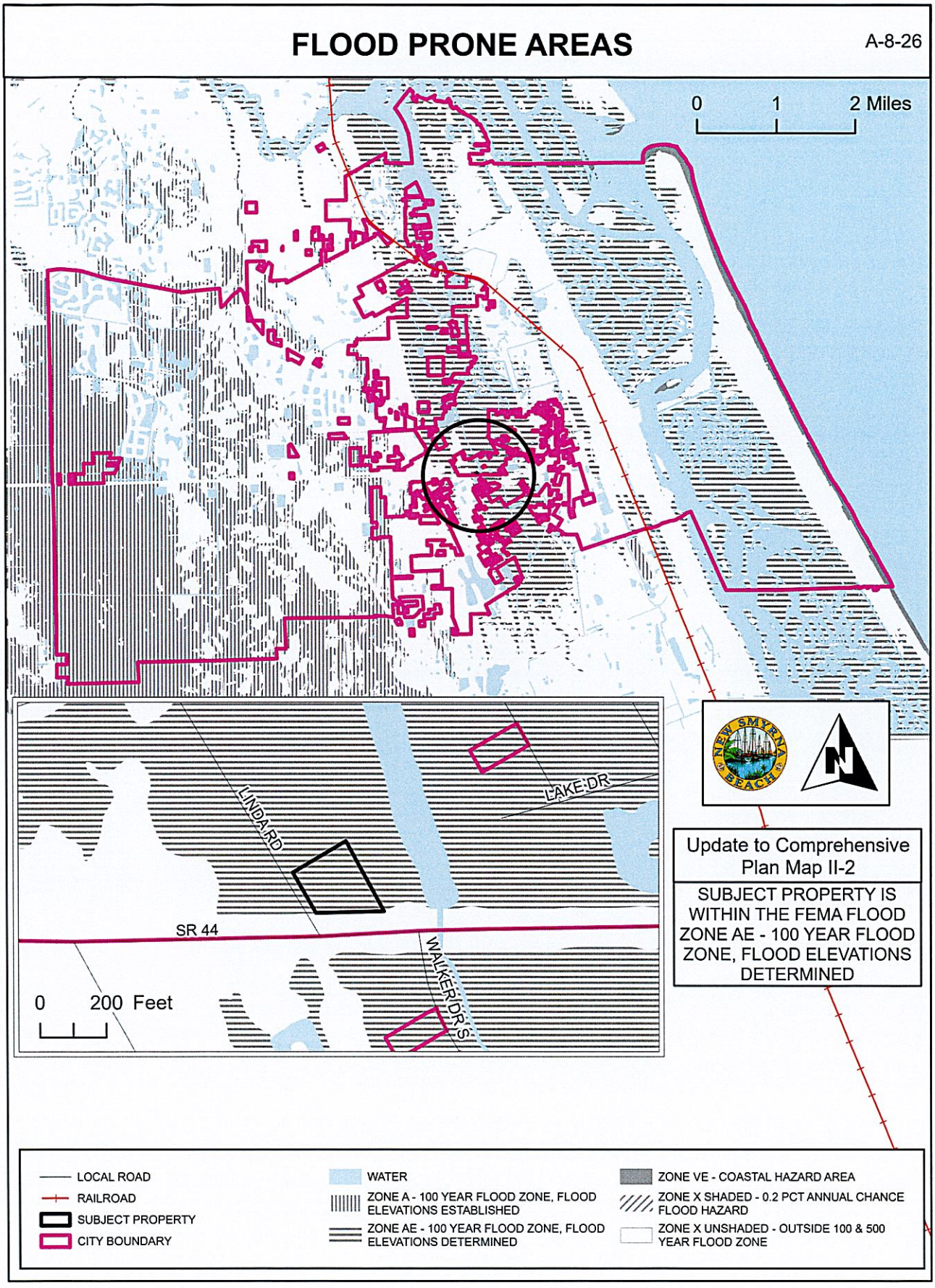

FLOOD PRONE AREAS
A-8-26
0 1 2 Miles
LINDA RD
LAKE DR
SR 44
WALKER DR S
0 200 Feet
Update to Comprehensive Plan Map II-2
SUBJECT PROPERTY IS WITHIN THE FEMA FLOOD ZONE AE - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS DETERMINED
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE A - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS ESTABLISHED
ZONE AE - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS DETERMINED
ZONE VE - COASTAL HAZARD AREA
ZONE X SHADED - 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
ZONE X UNSHADED - OUTSIDE 100 & 500 YEAR FLOOD ZONE

EXHIBIT "D"

EXISTING LAND USE DESIGNATIONS

A-8-26

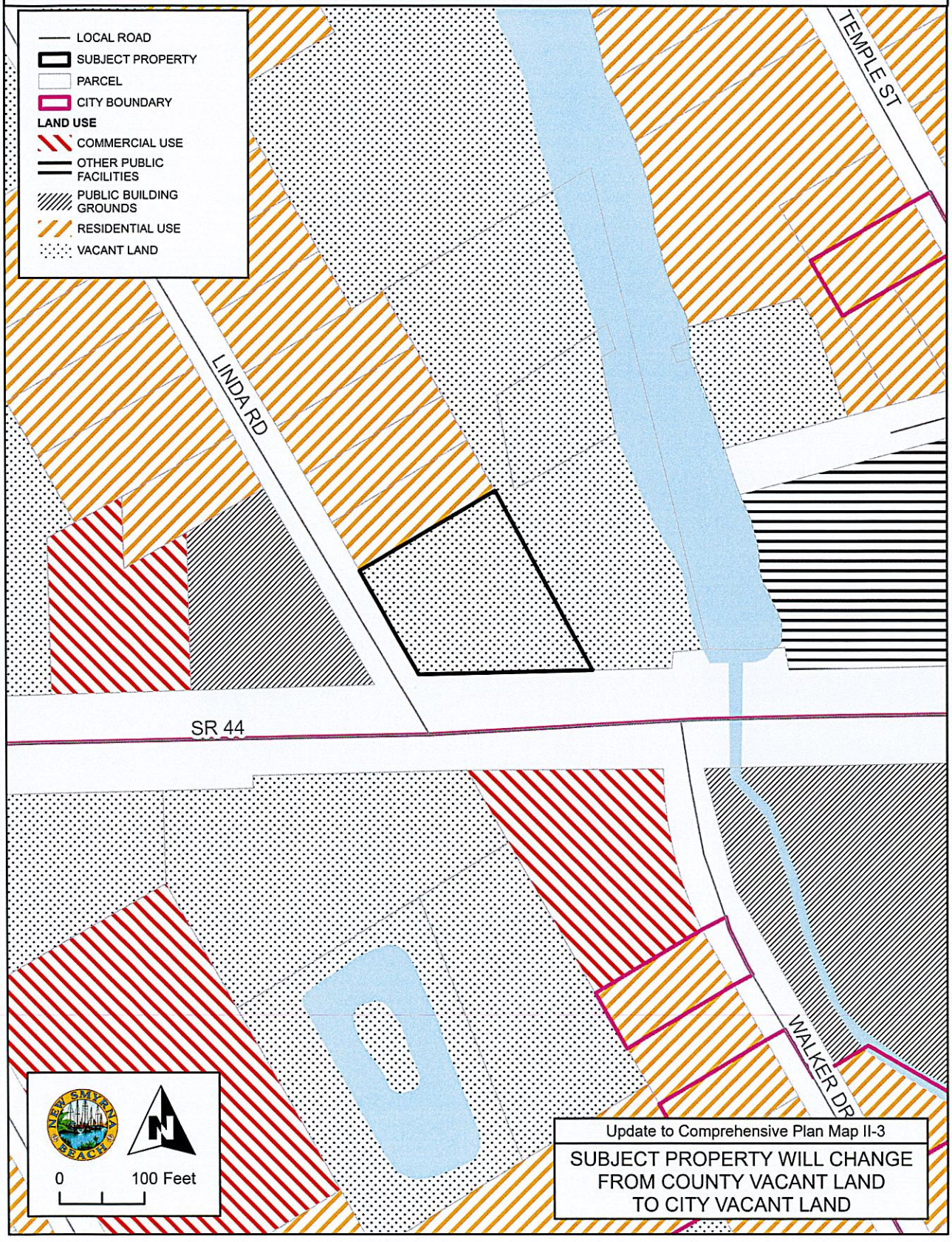


EXHIBIT "E"

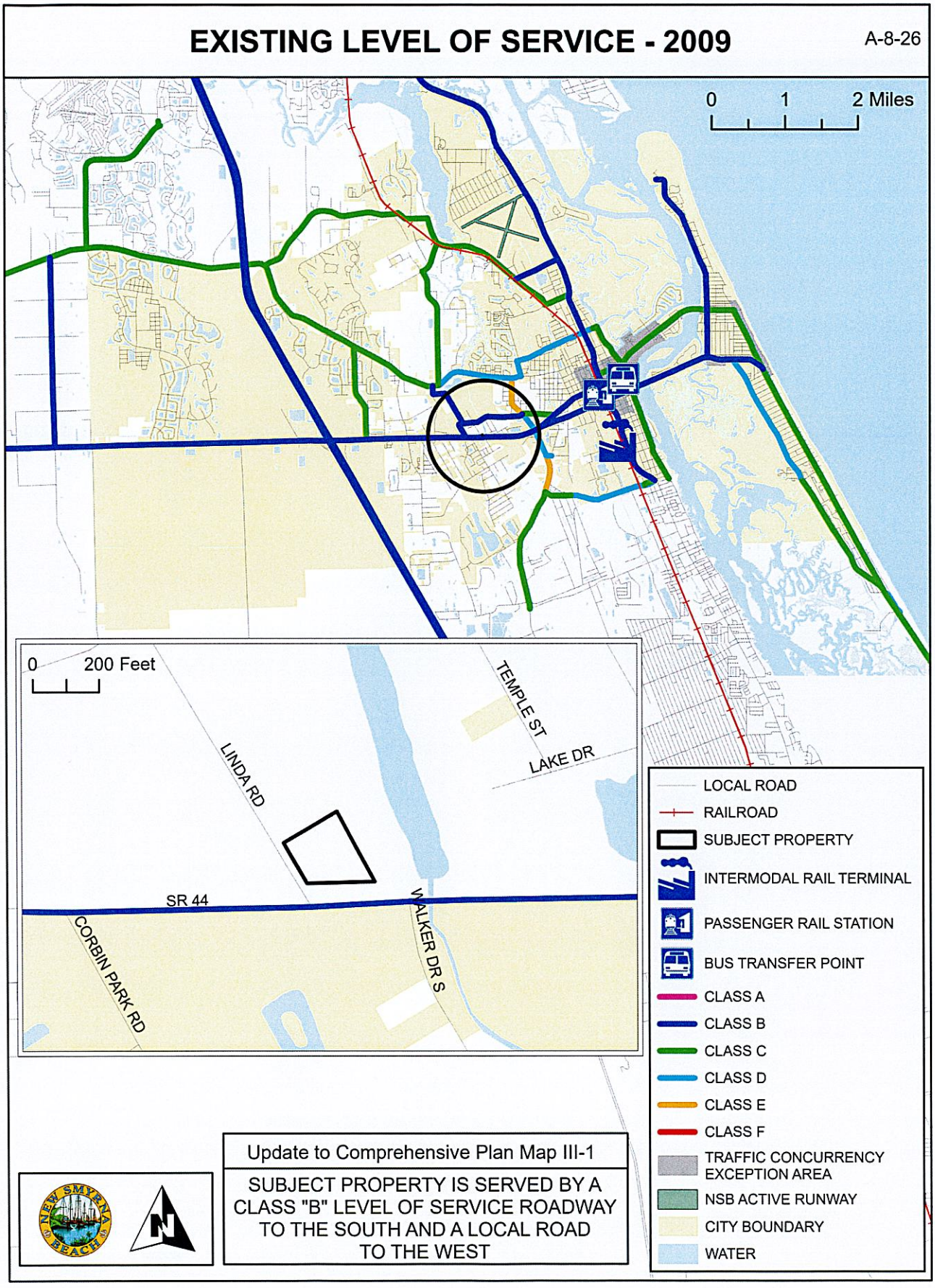

EXISTING LEVEL OF SERVICE - 2009
A-8-26
0 1 2 Miles
0 200 Feet
TEMPLE ST
LAKE DR
LINDA RD
SR 44
CORBIN PARK RD
WALKER DR S
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CLASS A
CLASS B
CLASS C
CLASS D
CLASS E
CLASS F
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-1
SUBJECT PROPERTY IS SERVED BY A CLASS "B" LEVEL OF SERVICE ROADWAY TO THE SOUTH AND A LOCAL ROAD TO THE WEST

EXHIBIT "F"

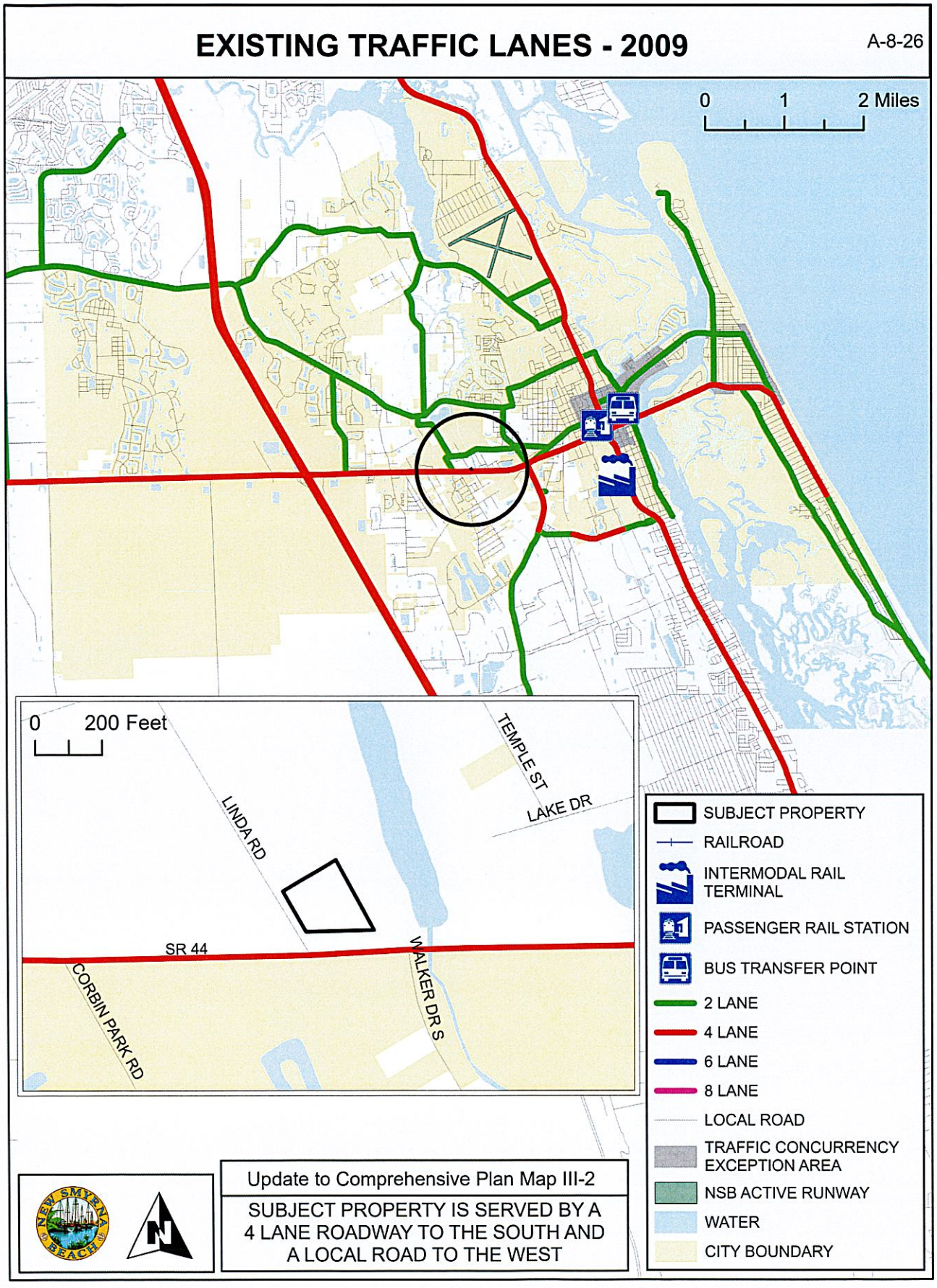
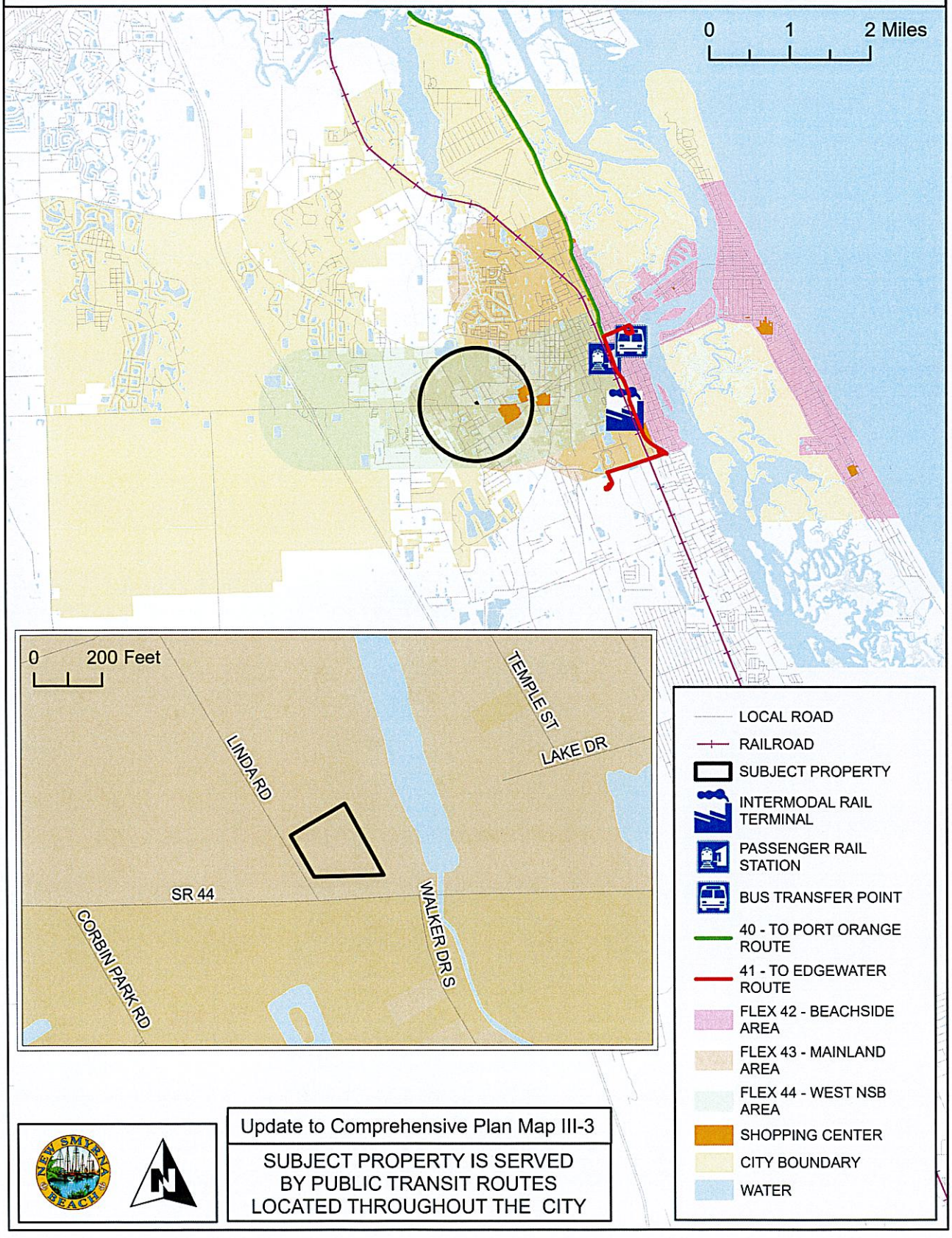

EXISTING TRAFFIC LANES - 2009
A-8-26
0 1 2 Miles
0 200 Feet
TEMPLE ST
LAKE DR
LINDA RD
SR 44
CORBIN PARK RD
WALKER DR S
SUBJECT PROPERTY
RAILROAD
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANE
4 LANE
6 LANE
8 LANE
LOCAL ROAD
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
WATER
CITY BOUNDARY
Update to Comprehensive Plan Map III-2
SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE SOUTH AND A LOCAL ROAD TO THE WEST

EXHIBIT "G"

PUBLIC TRANSIT ROUTES

A-8-26



Update to Comprehensive Plan Map III-3

SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

EXHIBIT "H"

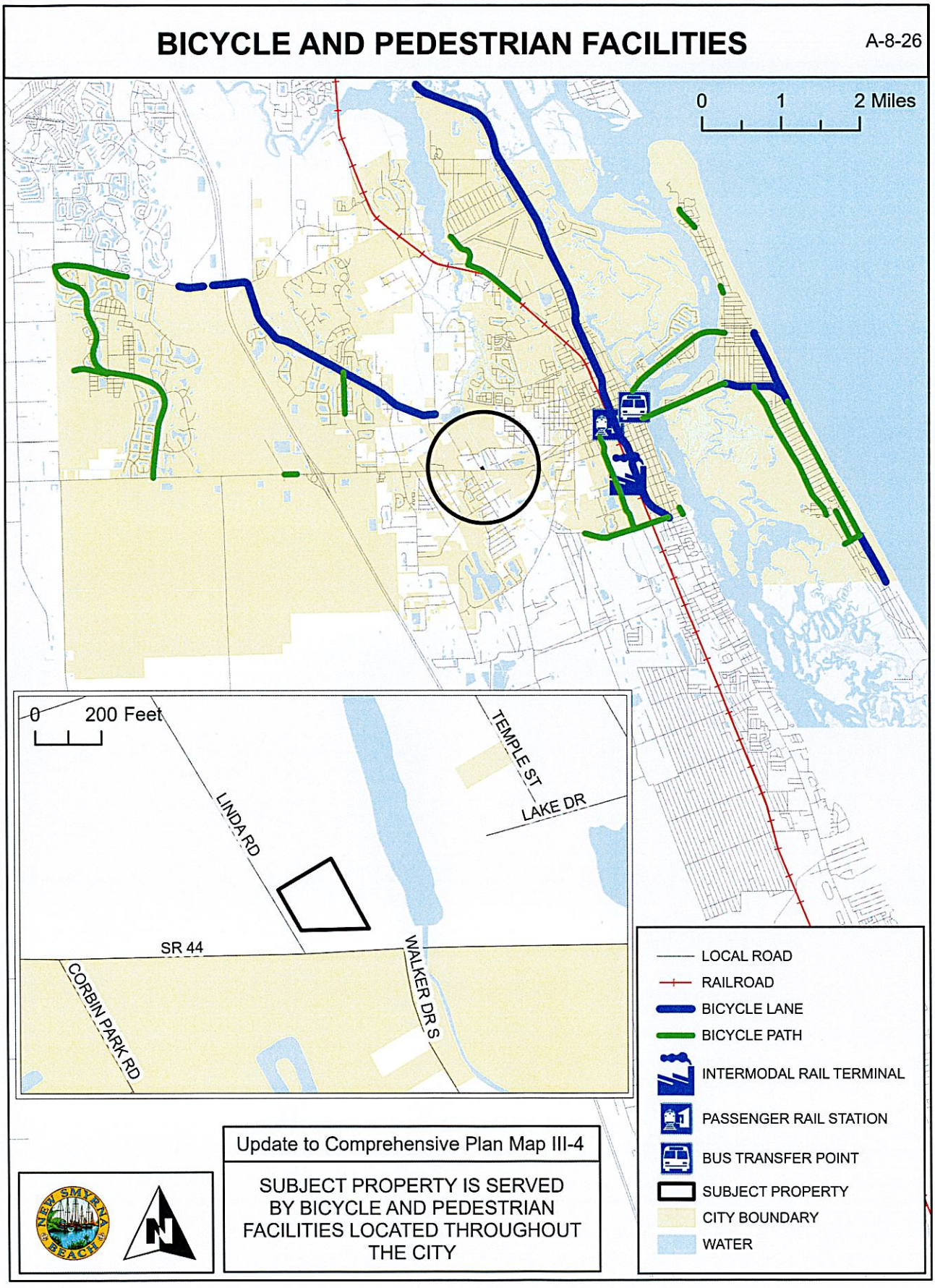

BICYCLE AND PEDESTRIAN FACILITIES
A-8-26
0 1 2 Miles
0 200 Feet
LINDA RD
TEMPLE ST
LAKE DR
SR 44
CORBIN PARK RD
WALKER DR S
LOCAL ROAD
RAILROAD
BICYCLE LANE
BICYCLE PATH
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-4
SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

EXHIBIT "I"

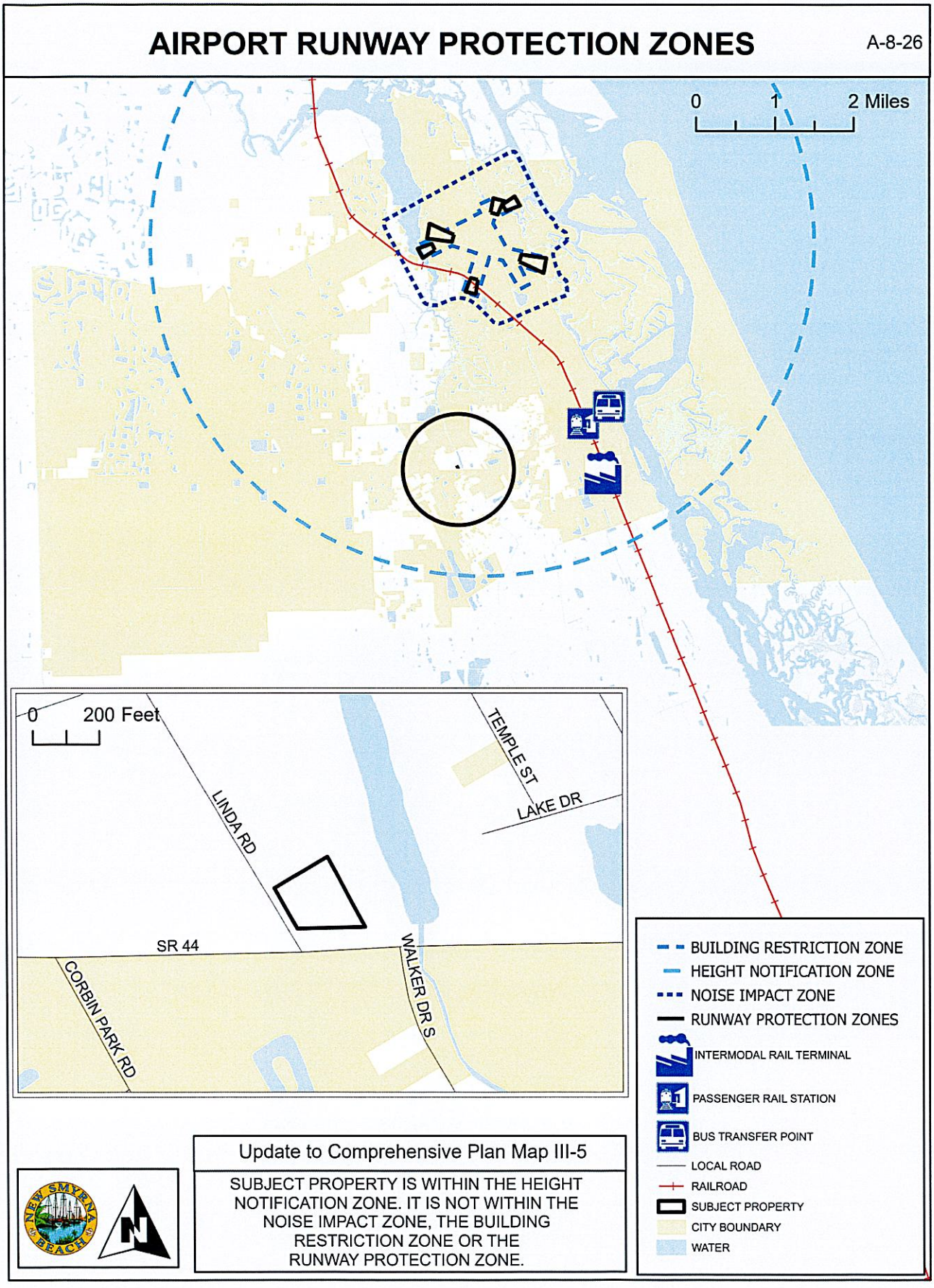

AIRPORT RUNWAY PROTECTION ZONES
A-8-26
0
1
2 Miles
0
200 Feet
LINDA RD
TEMPLE ST
LAKE DR
SR 44
CORBIN PARK RD
WALKER DR S
BUILDING RESTRICTION ZONE
HEIGHT NOTIFICATION ZONE
NOISE IMPACT ZONE
RUNWAY PROTECTION ZONES
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-5
SUBJECT PROPERTY IS WITHIN THE HEIGHT NOTIFICATION ZONE. IT IS NOT WITHIN THE NOISE IMPACT ZONE, THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

EXHIBIT "J"

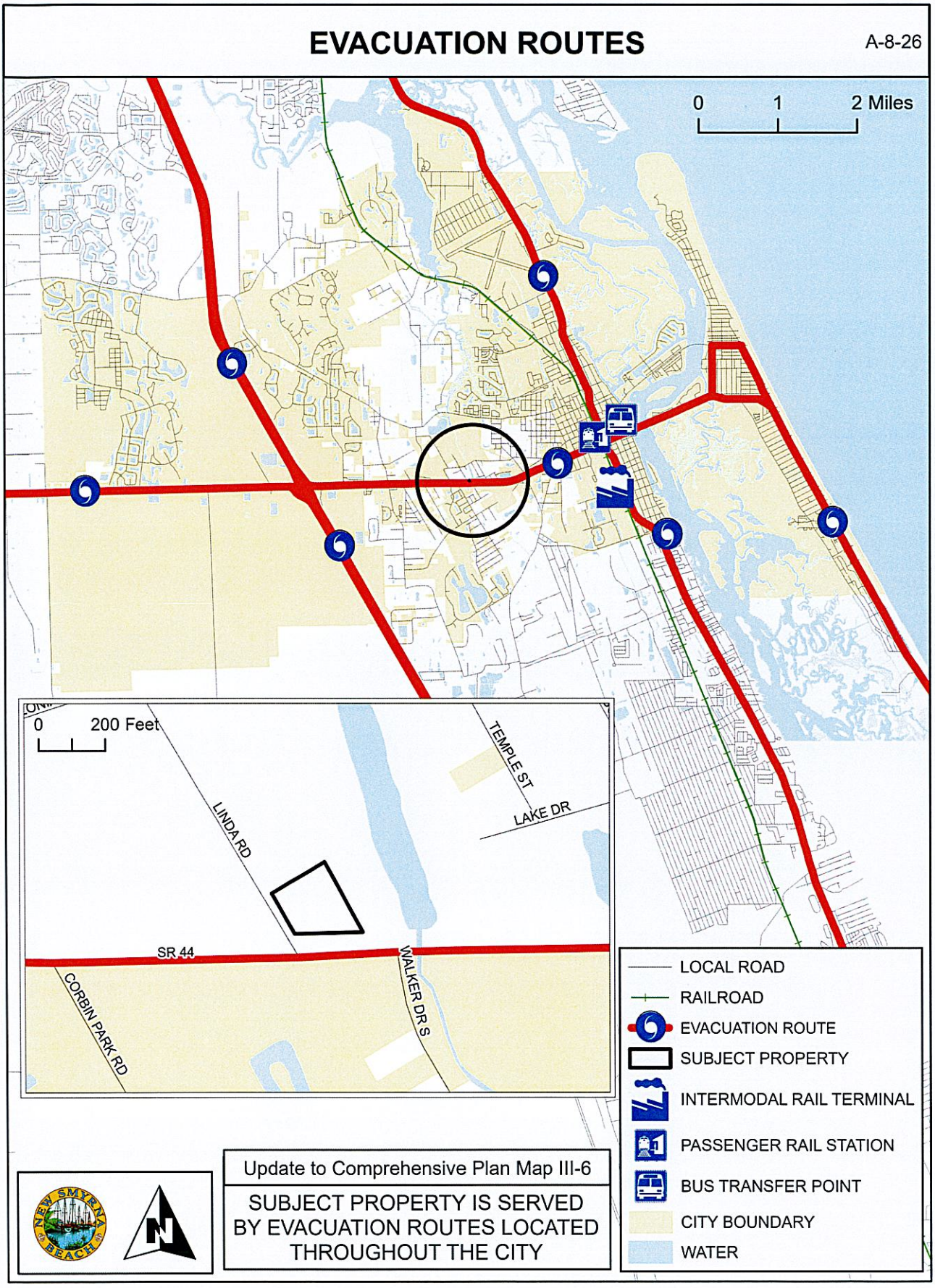
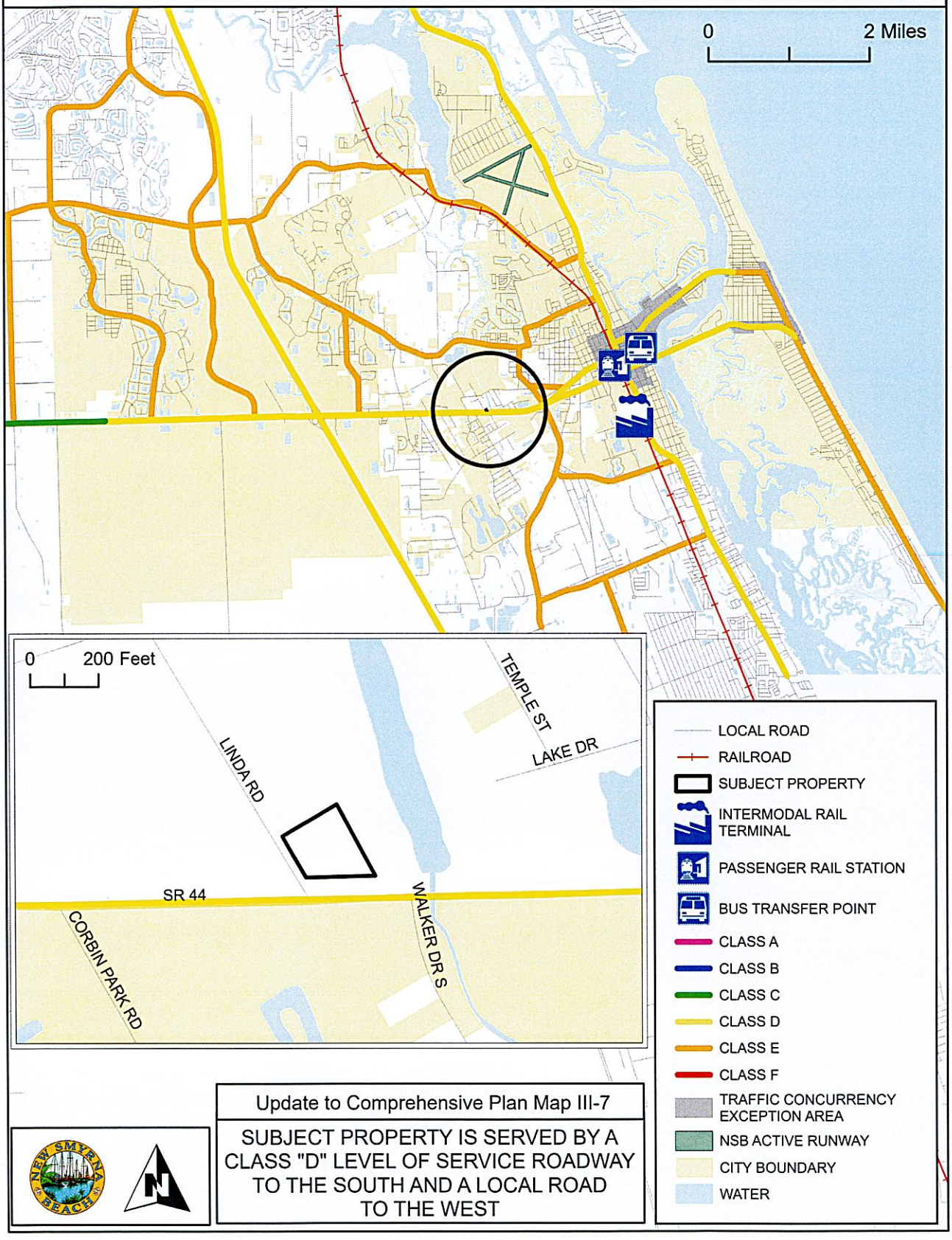

EVACUATION ROUTES
A-8-26
0 1 2 Miles
0 200 Feet
LINDA RD
TEMPLE ST
LAKE DR
SR 44
CORBIN PARK RD
WALKER DR S
LOCAL ROAD
RAILROAD
EVACUATION ROUTE
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-6
SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXHIBIT "K"

LEVEL OF SERVICE - 2025

A-8-26



Update to Comprehensive Plan Map III-7

SUBJECT PROPERTY IS SERVED BY A CLASS "D" LEVEL OF SERVICE ROADWAY TO THE SOUTH AND A LOCAL ROAD TO THE WEST

EXHIBIT "L"

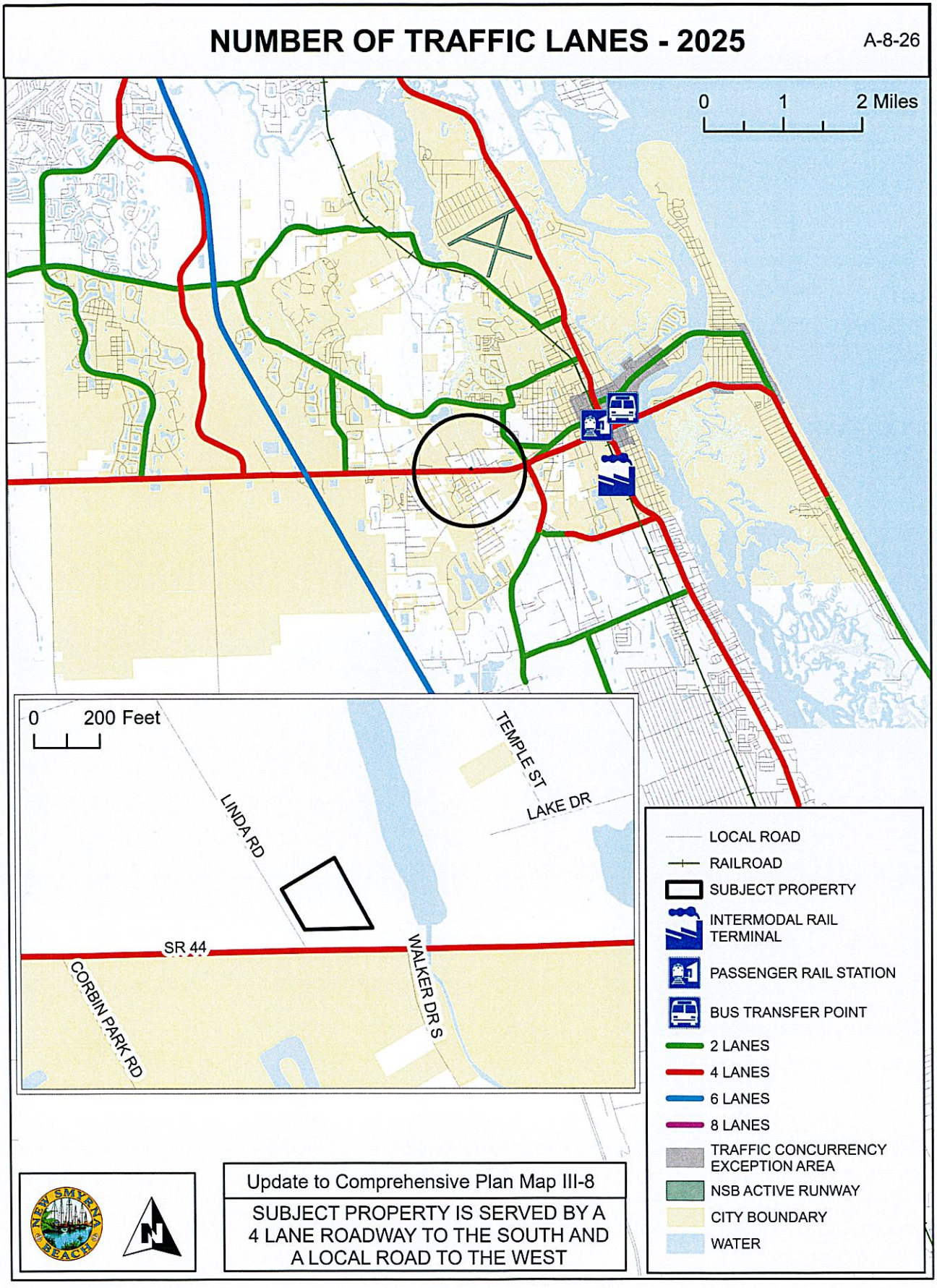
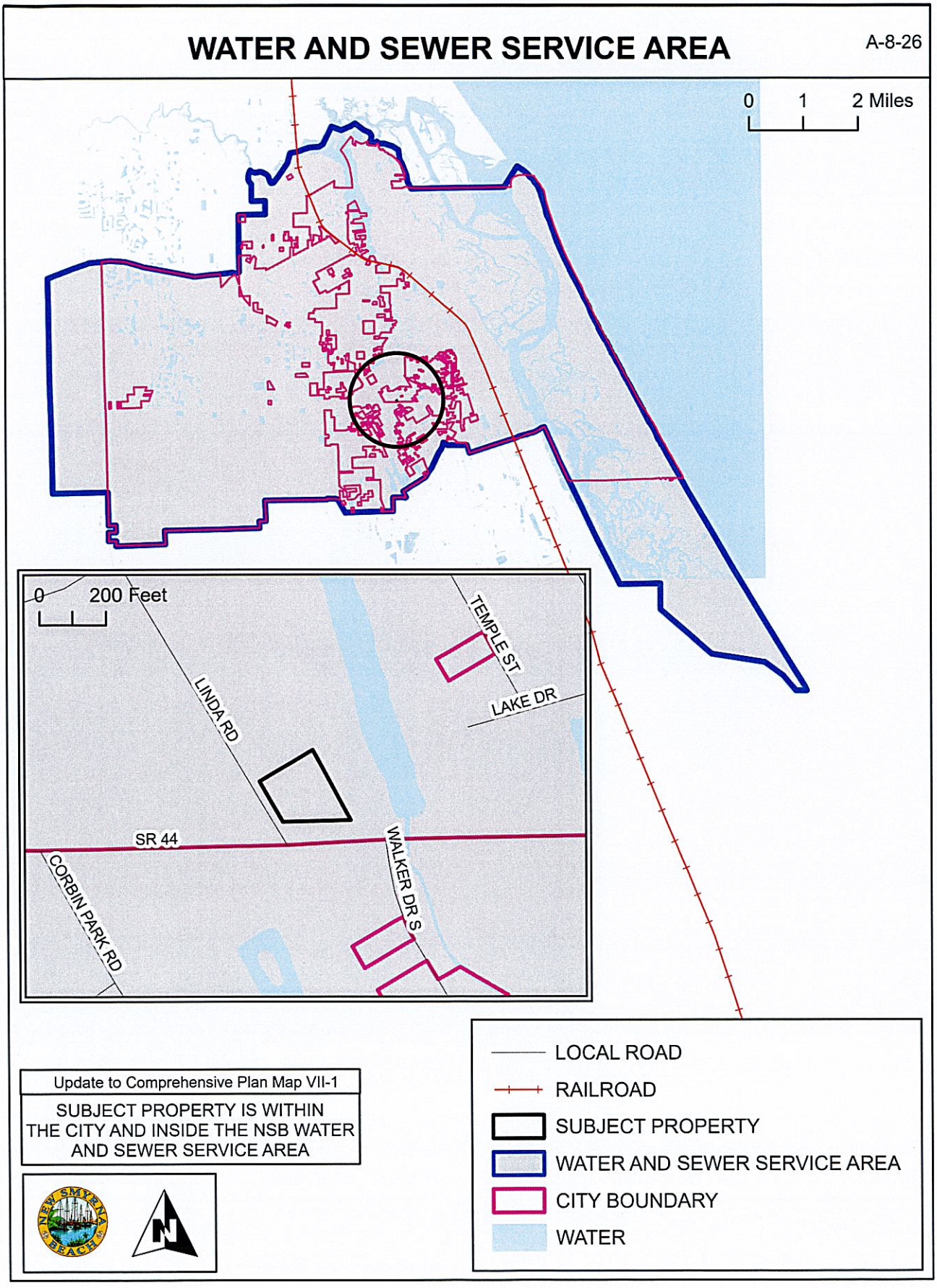
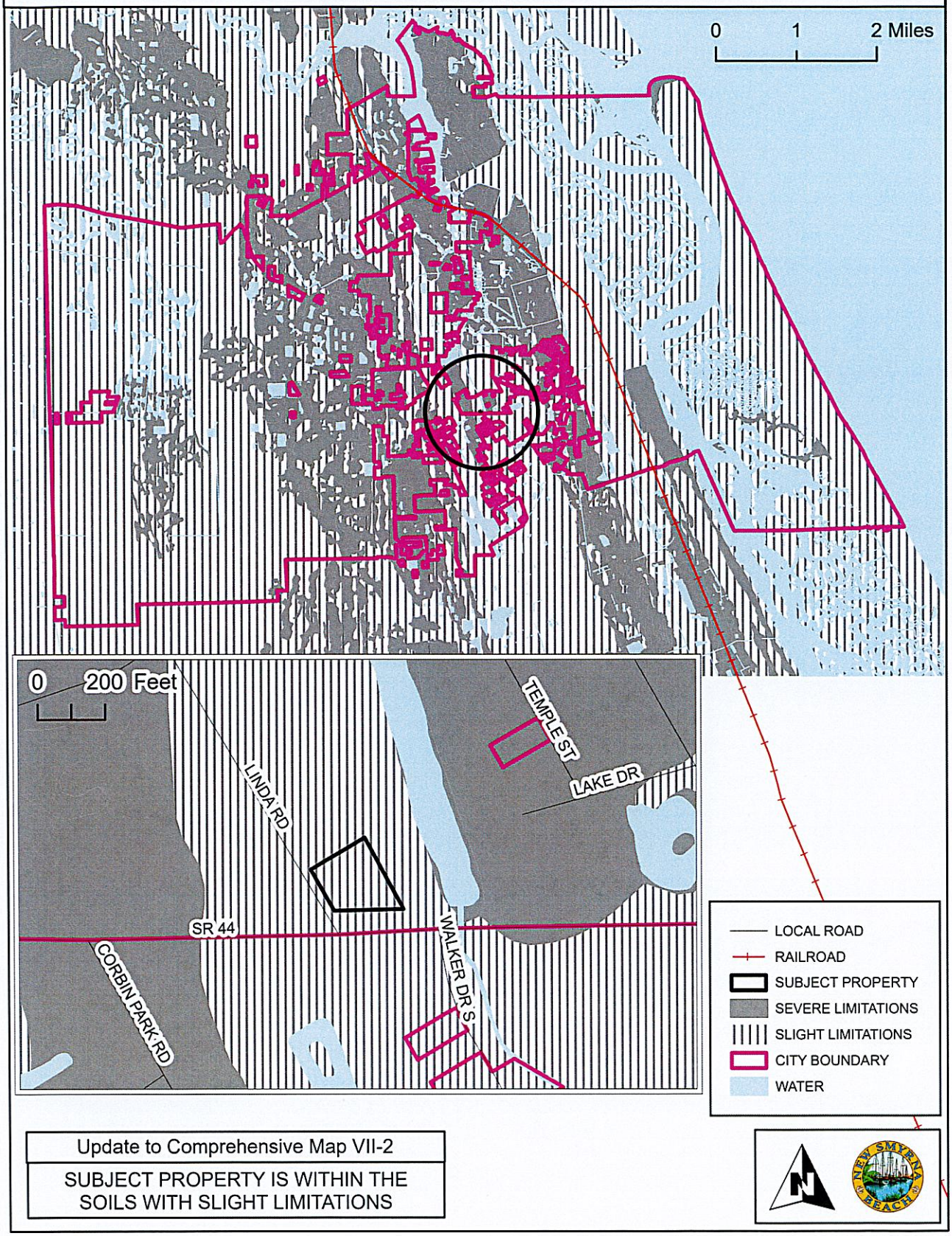

NUMBER OF TRAFFIC LANES - 2025
A-8-26
0 1 2 Miles
0 200 Feet
LINDA RD
TEMPLE ST
LAKE DR
SR 44
WALKER DR S
CORBIN PARK RD
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANES
4 LANES
6 LANES
8 LANES
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-8
SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE SOUTH AND A LOCAL ROAD TO THE WEST

EXHIBIT "M"


WATER AND SEWER SERVICE AREA
A-8-26
0 1 2 Miles
0 200 Feet
LINDA RD
TEMPLE ST
LAKE DR
SR 44
CORBIN PARK RD
WALKER DR S
Update to Comprehensive Plan Map VII-1
SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
WATER AND SEWER SERVICE AREA
CITY BOUNDARY
WATER

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-8-26



Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SLIGHT LIMITATIONS

EXHIBIT "O"

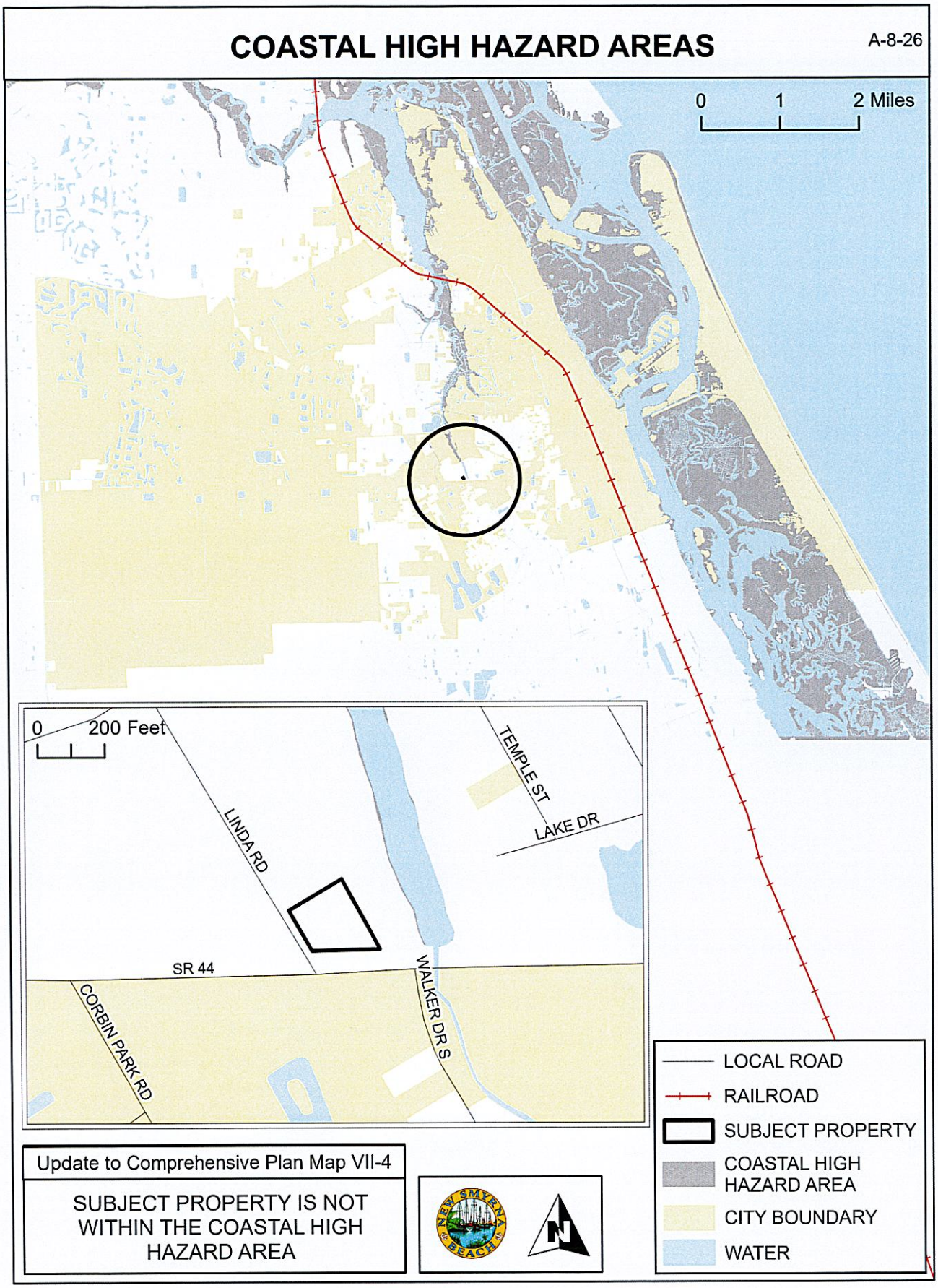

COASTAL HIGH HAZARD AREAS
A-8-26
0 1 2 Miles
0 200 Feet
LINDA RD
TEMPLE ST
LAKE DR
SR 44
CORBIN PARK RD
WALKER DR S
Update to Comprehensive Plan Map VII-4
SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
COASTAL HIGH HAZARD AREA
CITY BOUNDARY
WATER

EXHIBIT "P"

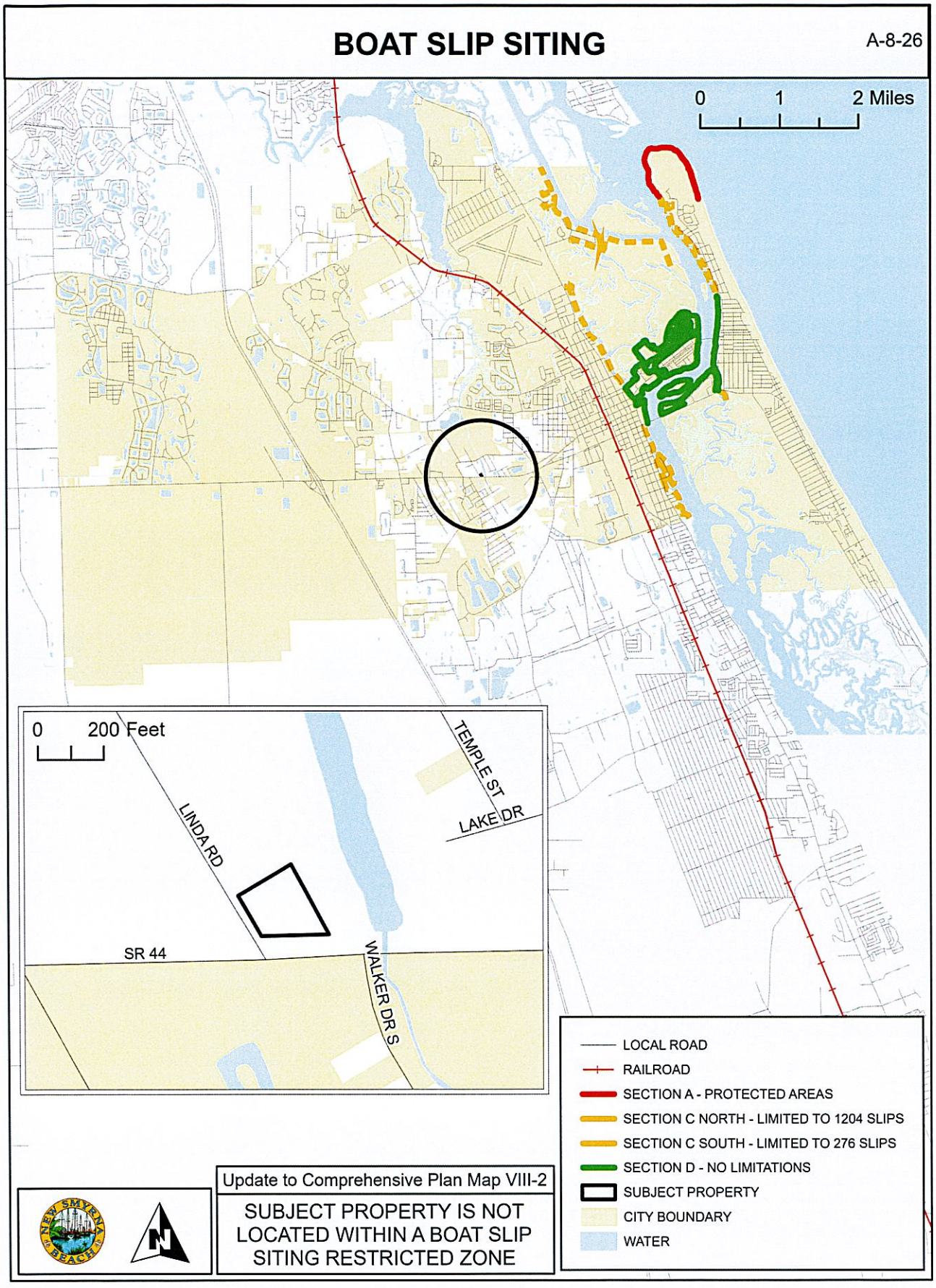
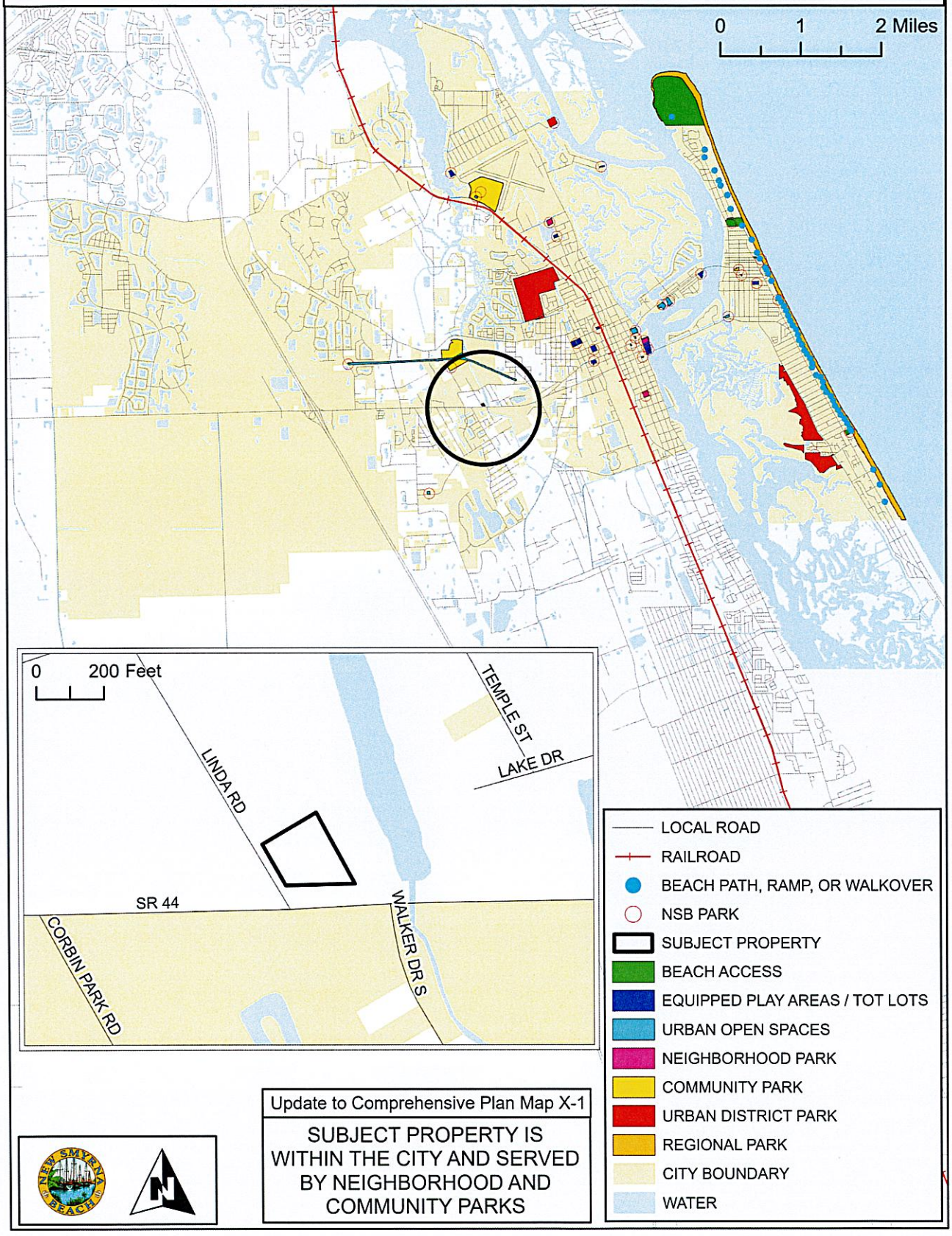

BOAT SLIP SITING
A-8-26
0 1 2 Miles
0 200 Feet
LINDA RD
TEMPLE ST
LAKE DR
SR 44
WALKER DR S
LOCAL ROAD
RAILROAD
SECTION A - PROTECTED AREAS
SECTION C NORTH - LIMITED TO 1204 SLIPS
SECTION C SOUTH - LIMITED TO 276 SLIPS
SECTION D - NO LIMITATIONS
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VIII-2
SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

EXHIBIT "Q"

CITY PARKS

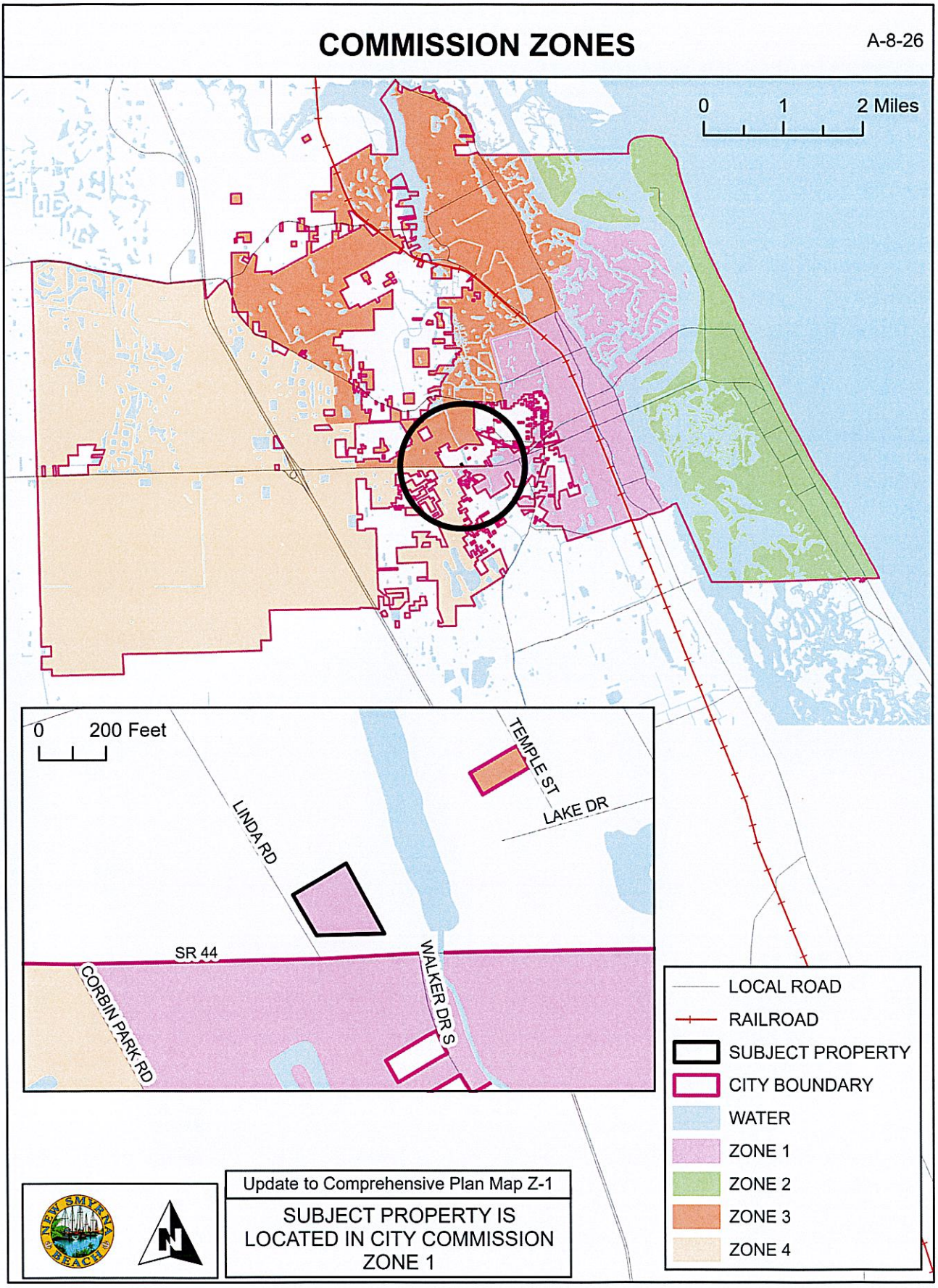
A-8-26



Update to Comprehensive Plan Map X-1

SUBJECT PROPERTY IS WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

EXHIBIT "R"


COMMISSION ZONES
A-8-26
0 1 2 Miles
0 200 Feet
TEMPLE ST
LAKE DR
LINDA RD
SR 44
CORBIN PARK RD
WALKER DR S
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 1

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 65-26: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED, AT A SECOND READING AND PUBLIC HEARING, WOULD REZONE APPROXIMATELY 0.77 + ACRES OF CITY OWNED LAND TO CONSERVATION FOR A PARCEL LOCATED AT 101 LINDA ROAD AS PART OF AN OVERALL ANNEXATION APPLICATION.

October 27, 2026

Background:

Applicant: Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florid 32168.

Property Owner: City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida, 32168.

Request: Rezoning:

- **From:** Volusia County zoning of R-4, Urban Single Family Residential with a "A" attached for Airport Height Notification Zone.

- **To:** City zoning of Conservation with a "A" attached for Airport Height Notification Zone.

Site Information:

- **Size:** 0.77 ± acres.
- **Location:** Northeast corner of Linda Road and State Road 44.
- **Tax I.D. Number:** 7343-01-00-0010.

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the Volusia County and the City of New Smyrna Beach, was also approved by the County on May 2, 2013. A new updated agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Linda Road is currently vacant. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**.

The existing Volusia County zoning designation of the subject property is shown on the following map as **Exhibit C**. The current zoning text description for the subject property is attached as **Exhibit D**. Existing land uses are shown on the map attached as **Exhibit E**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use categories and zoning designations that would be as similar as possible to existing County categories and designations. In this application, the land was purchased by the City of New Smyrna Beach as part of the Turnbull Creek Preservation and the FLU and zoning will be downgraded for preservation. The existing County FLU category is Urban Medium Intensity. The existing County zoning designation is R-4, Urban Single Family Residential. The proposed City FLU category is Conservation. The proposed City zoning designation is Conservation. A text description of the proposed City Conservation zoning designation, and a map of the proposed change is attached as **Exhibits F** and **G**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, stormwater management, and public-school facilities. Because the subject property is undeveloped, and because no new improvements are proposed, staff did not prepare a concurrency analysis table for this case.

The ISBA map is attached as **Exhibit H**. The legal description and Warranty Deed are attached as **Exhibits I** and **J**.

Recommendations:

At its regular scheduled meeting on September 14, 2026, the Planning and Zoning Board voted, 7-0, to give a positive recommendation to the City Commission to **approve** the requested rezoning to City Conservation with an “A” attached for Airport Height Notification Zone as part of an overall annexation application.

The Planning Department also recommends the City Commission to **approve** the requested rezoning to City Conservation with an “A” attached for Airport Height Notification Zone as part of an overall annexation application.

Fiscal Analysis:
N/A

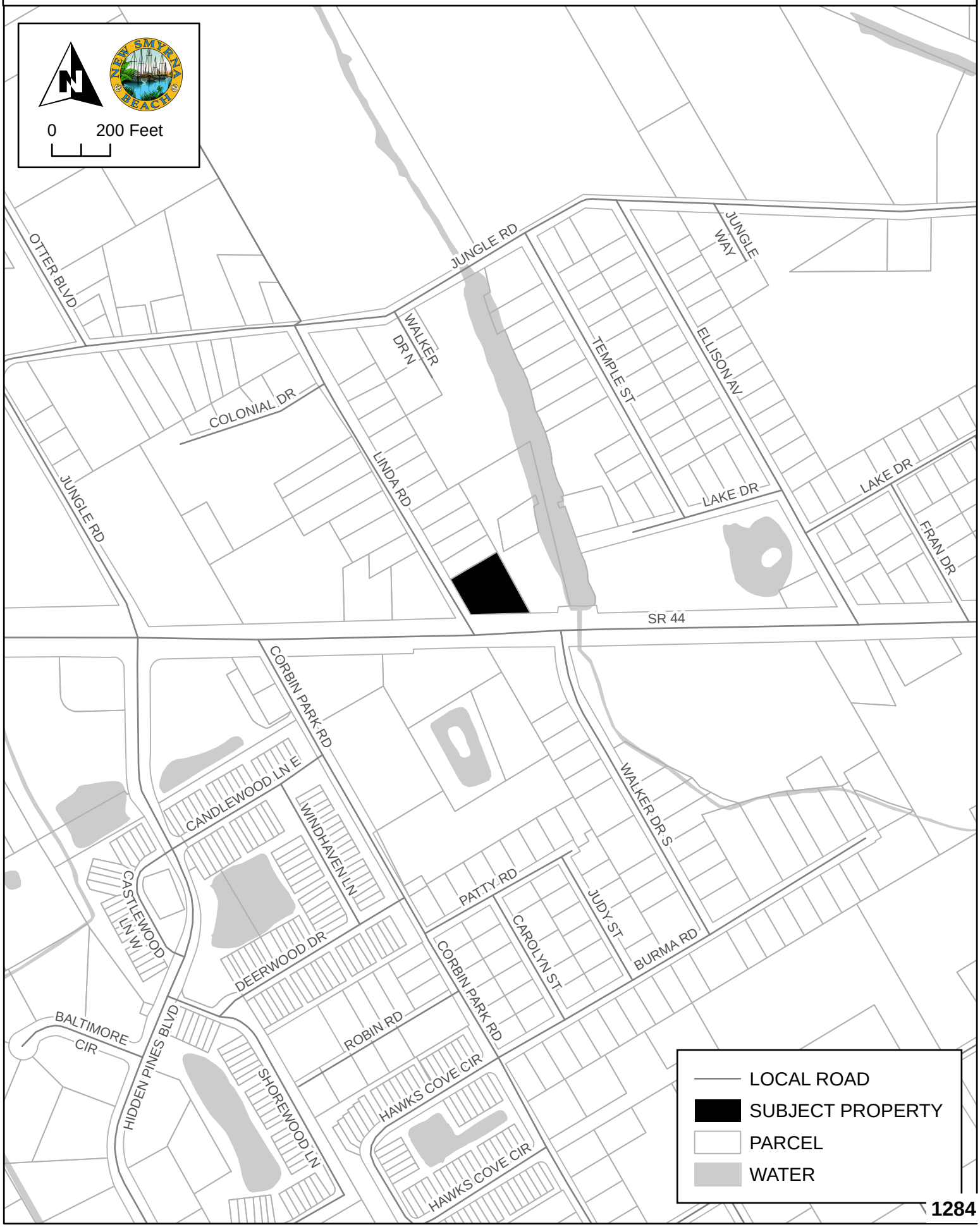
Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing Zoning Map.pdf
Exhibit D County R-4 Zoning Text.pdf
Exhibit E Existing Land Use Map.pdf
Exhibit F City Conservation Zoning Text.pdf
Exhibit G Proposed Zoning Map.pdf
Exhibit H Interlocal Service Boundary Agreement Map.pdf
Exhibit I Legal Description.pdf
Exhibit J Warranty Deed.pdf
Business Impact Estimate - Ord 65-26 101 Linda Rd (Rezoning).pdf
Ord 65-24 Rezoning 101 Linda Rd.pdf

A-8-26: 101 LINDA ROAD
PARCEL: 7343-01-00-0010 LOCATION MAP

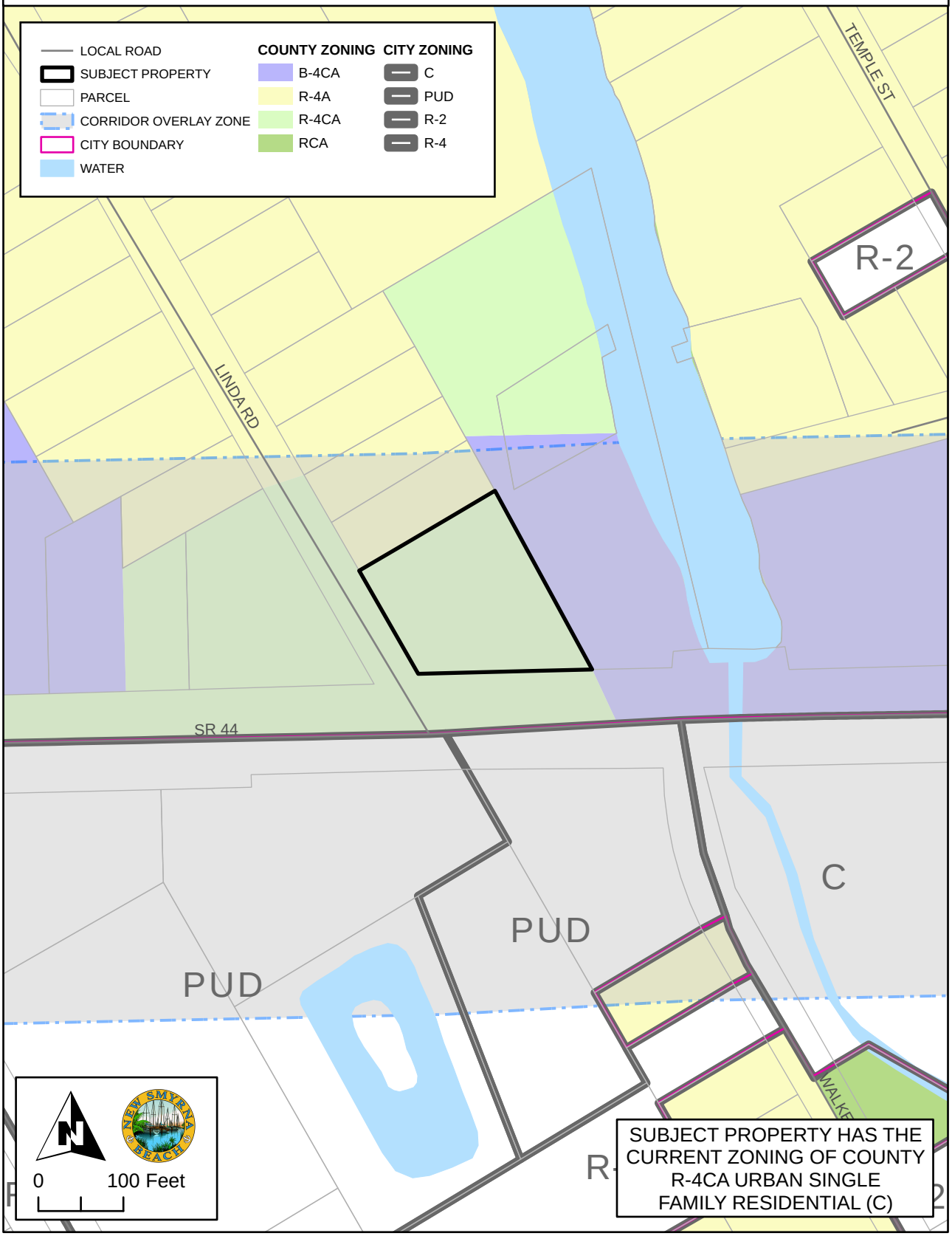


A-8-26: 101 LINDA ROAD
PARCEL: 7343-01-00-0010 AERIAL MAP



EXISTING ZONING

A-8-26



R-4 URBAN SINGLE-FAMILY RESIDENTIAL CLASSIFICATION

Purpose and intent: The purpose and intent of the R-4 Urban Single-Family Residential Classification is to provide medium-density residential developments, preserving the character of existing or proposed residential neighborhoods.

Permitted principal uses and structures: In the R-4 Urban Single-Family Residential Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

Cluster and zero lot line subdivisions (refer to subsection 72-304).
Communication towers not exceeding 70 feet in height above ground level.
Essential utility services.
Exempt excavations (refer to subsection 72-293(15)) and/or those which comply with division 8 of the Land Development Code of Volusia County [article III] and/or final site plan review procedures of this article.
Exempt landfills (refer to subsection 72-293(16)).
Fire stations.
Home occupations, class A (refer to section 72-283).
Houses of worship.
Parks and recreational areas accessory to residential developments.
Public schools.
Publicly owned parks and recreational areas.
Publicly owned or regulated water supply wells.
Single-family standard or manufactured modular dwelling.

Permitted special exceptions: Additional regulations/requirements governing permitted special exceptions are located in sections 72-293 and 72-415 of this article.

Bed and breakfast (refer to subsection 72-293(19)).
Cemeteries (refer to subsection 72-293(4)).
Communication towers exceeding 70 feet in height above ground level.
Day care centers (refer to subsection 72-293(6)).
Dogs and cats boarded as personal pets exceeding the number permitted in subsection 72-306(a).
Excavations only for stormwater retention ponds for which a permit is required by this article.
Garage apartments.
Off-street parking areas (refer to subsection 72-293(14)).
Public uses not listed as a permitted principal use.
Public utility uses and structures (refer to subsection 72-293(1)).
Recreational areas (refer to subsection 72-293(3)).
Schools, parochial or private (refer to subsection 72-293(4)).

Dimensional requirements:
Minimum lot size:
Area: 7,500 square feet.
Width: 75 feet.

Minimum yard size:
Front yard: 25 feet.
Rear yard: 20 feet.
Side yard: 20 feet combined, minimum of eight feet on any one side.
Waterfront yard: 25 feet.

Maximum building height: 35 feet.

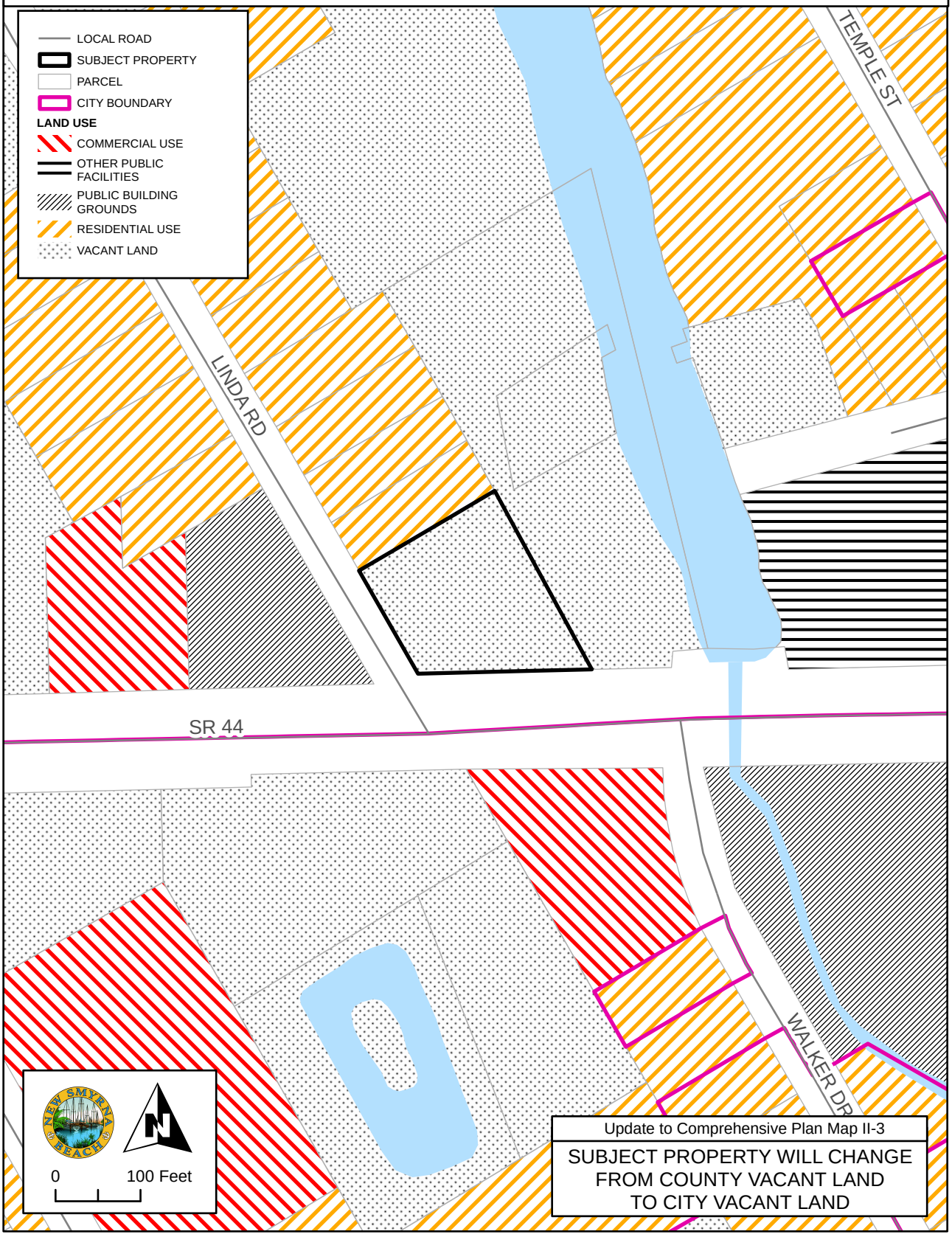
Maximum lot coverage: The total lot area covered with principal and accessory buildings shall not exceed 35 percent.

Minimum floor area: 850 square feet.

Off-street parking and loading requirements: Off-street parking and loading areas meeting the requirements of sections 72-286 and 72-287 shall be constructed.

EXISTING LAND USE DESIGNATIONS

A-8-26



C, CONSERVATION DISTRICT

Intent. The C, Conservation District, is designed to:

(1) Protect persons and private property from the hazards of flood water inundation and to protect the community from costs which are incurred when urban development occurs in flood plains; and
(2) Conserve important natural and historic resources for ecological purposes and for the enjoyment and education of future residents.

Permitted uses.

Fishing and picnicking
Nature trails and exhibits
Park ranger residence, State of Florida or Volusia County. The structure may be occupied by only one State of Florida or Volusia County Park Ranger and his family. Said ranger must be a state certified law enforcement officer. The structure shall be built in accordance with the requirements of the R-2, Single-Family Residential District in this LDR.
Public and private parks
Public utility lines and utility facilities
Silvicultural operations which follow state-prescribed best management practices

Permitted accessory uses.

Incidental uses
Recreation facilities related to the permitted uses

Special exceptions.

Fishing, hunting or nonprofit organizations camps
Riding stables

Dimensional requirements.

Minimum lot size.
Area: 20,000 square feet
Depth: 200 feet
Width: 100 feet
Minimum yard size.
Front yard: 40 feet, or as required per [sub]section 504.01M. of this LDR
Rear yard: 30 feet
Side yard: Ten feet

Minimum setback from wetlands.
Any jurisdictional wetland line: 25 feet towards upland

Maximum building coverage. The total area covered with buildings on any lot shall not exceed 30 percent of the total lot area.

Maximum impervious coverage. The total area covered with impervious materials on any lot shall not exceed 35 percent of the total lot area.

Maximum principal building height. 35 feet above finished grade.

Landscaping. Landscaped buffer area(s) as defined in this LDR shall be required at property lines as follows:

(1) All front property lines; and
(2) Along side or rear lot line abutting a residentially zoned lot.

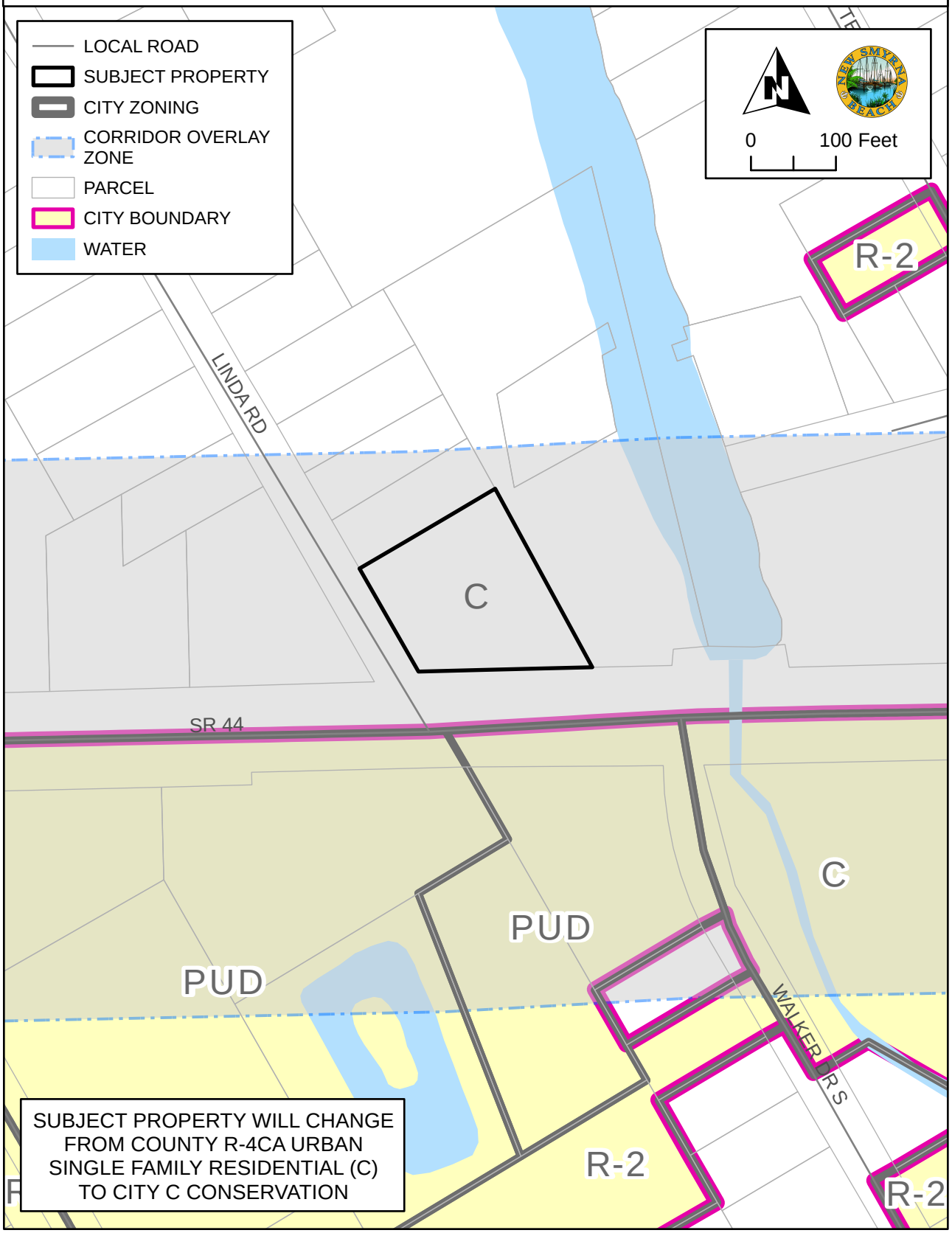
Visibility at intersections. Visibility at intersections shall be provided as required in this LDR.

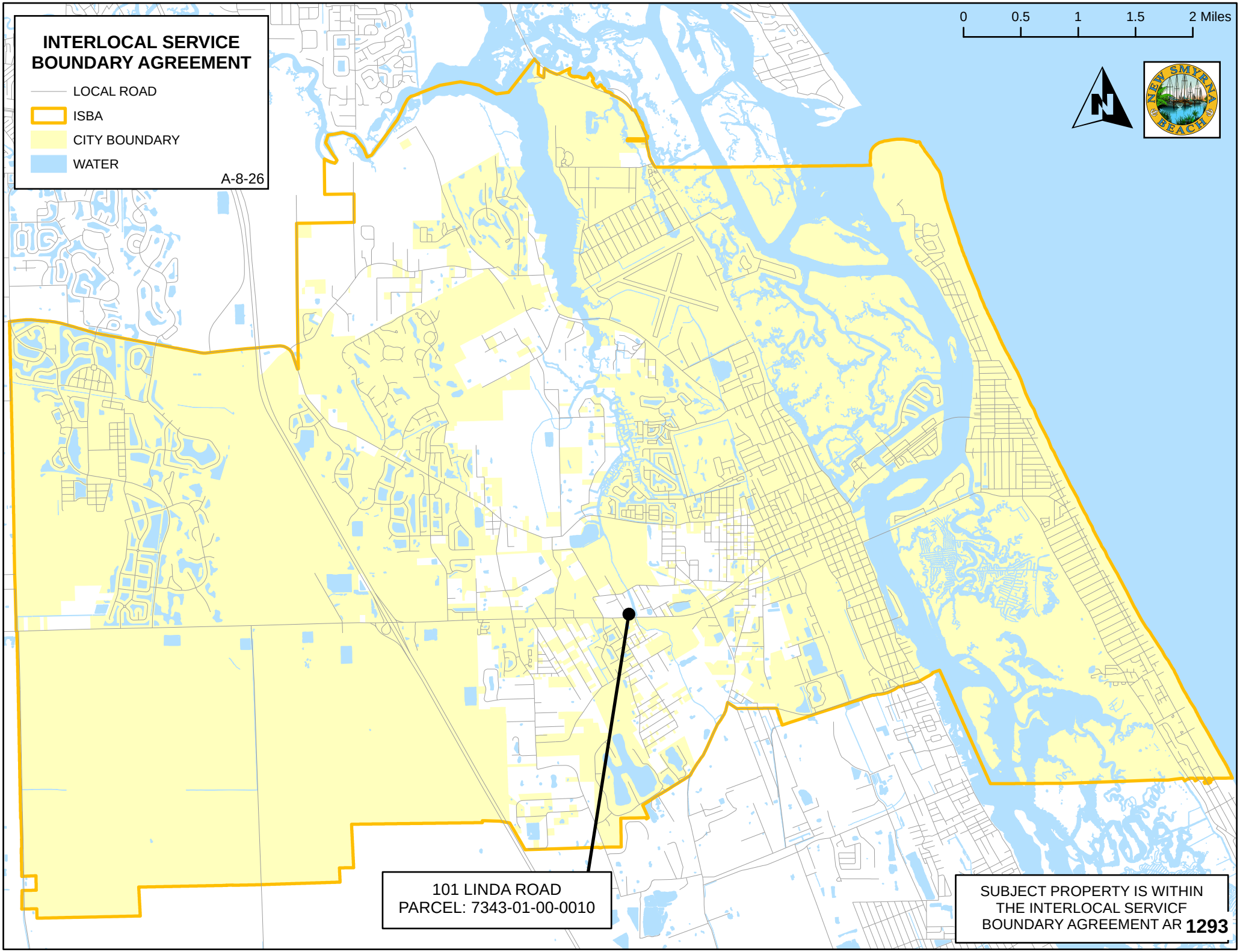
Off-street parking. Off-street parking shall be provided as required in this LDR.

Building projections. There shall be no building projections into any required yard except for eaves with a maximum projection of 42 inches, but no closer than five feet to a property line; and those structures allowed in [sub]section 804.03.

PROPOSED ZONING

A-8-26




INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-8-26
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
101 LINDA ROAD
PARCEL: 7343-01-00-0010
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 1293

LEGAL DESCRIPTION

Address:
101 Linda Road, New Smyrna Beach, Florida 32168

Parcel Number
7343-01-00-0010

AltKey Number:
3728912

Metes and Bounds by Professional Title Agency:
LOT 1, ELLISON ACRES, ACCORDING TO THE MAP IN MAP BOOK 81 PAGE 224, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXCEPTING THAT PORTION LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARIES: COMMENCE AT A POINT 155.39 FEET NORTH 29 DEGREES 50 MINUTES 50 SECONDS WEST FROM THE SOUTHEAST CORNER OF LOT 1, KENNEDY PARK, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 19, PAGE 282, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN SOUTH 88 DEGREES 36 MINUTES 25 SECONDS WEST, A DISTANCE OF 23.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88 DEGREES 36 MINUTES 25 SECONDS WEST, A DISTANCE OF 70.15 FEET; THENCE RUN NORTH 1 DEGREE 23 MINUTES 35 WEST, A DISTANCE OF 50 FEET TO THE EXISTING NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 44; THENCE RUN NORTH 13 DEGREES 10 MINUTES 10 SECONDS EAST, A DISTANCE OF 32.98 FEET; THENCE RUN NORTH 15 DEGREES 01 MINUTES 27 SECONDS WEST, A DISTANCE OF 25.85 FEET; THENCE RUN NORTH 60 DEGREES 13 MINUTES 25 SECONDS EAST, A DISTANCE OF 30 FEET; THENCE RUN SOUTH 46 DEGREES 18 MINUTES 04 SECONDS EAST, A DISTANCE OF 26.08 FEET; THENCE RUN SOUTH 29 DEGREES 46 MINUTES 35 SECONDS EAST, A DISTANCE OF 48.69 FEET TO THE SAID EXISTING NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 44; THENCE RUN SOUTH 1 DEGREE 23 MINUTES 35 SECONDS EAST, A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING.

AND LOTS 2 AND 3, ELLISON ACRES, ACCORDING TO THE MAP IN MAP BOOK 81 PAGE 224, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
EXCEPTING FROM ALL OF THE ABOVE THAT PORTION OF SAID LOTS TAKEN FOR WIDENING OF STATE ROAD NO. 44.

Prepared by and Return To:
Teresa Prompovitch
Professional Title Agency, a division of LandCastle
Title Group, LLC
313 Julia Street
New Smyrna Beach, FL 32168

Order No.: NS932605017

APN/Parcel ID(s): 7343-01-00-0010

WARRANTY DEED

THIS WARRANTY DEED dated July 9, 2026 by William H. Stagina, a married man, hereinafter called the grantor, to City of New Smyrna Beach, a municipal corporation, a corporation existing under the laws of the State of Florida, whose post office address is 101 Linda Road, New Smyrna Beach, FL 32168, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of Ten And No/100 Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in the County of Volusia, State of Florida, to wit:

LOT 1, ELLISON ACRES, ACCORDING TO THE MAP IN MAP BOOK 8, PAGE 224, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
EXCEPTING THAT PORTION LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARIES: COMMENCE AT A POINT 155.39 FEET NORTH 29 DEGREES 50 MINUTES 50 SECONDS WEST FROM THE SOUTHEAST CORNER OF LOT 1, KENNEDY PARK, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 19, PAGE 282, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN SOUTH 88 DEGREES 36 MINUTES 25 SECONDS WEST, A DISTANCE OF 23.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88 DEGREES 36 MINUTES 25 SECONDS WEST, A DISTANCE OF 70.15 FEET; THENCE RUN NORTH 1 DEGREE 23 MINUTES 35 WEST, A DISTANCE OF 50 FEET TO THE EXISTING NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 44; THENCE RUN NORTH 13 DEGREES 10 MINUTES 10 SECONDS EAST, A DISTANCE OF 32.98 FEET; THENCE RUN NORTH 15 DEGREES 01 MINUTES 27 SECONDS WEST, A DISTANCE OF 25.85 FEET; THENCE RUN NORTH 60 DEGREES 13 MINUTES 25 SECONDS EAST, A DISTANCE OF 30 FEET; THENCE RUN SOUTH 46 DEGREES 18 MINUTES 04 SECONDS EAST, A DISTANCE OF 26.08 FEET; THENCE RUN SOUTH 29 DEGREES 46 MINUTES 35 SECONDS EAST, A DISTANCE OF 48.69 FEET TO THE SAID EXISTING NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 44; THENCE RUN SOUTH 1 DEGREE 23 MINUTES 35 SECONDS EAST, A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING.
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EXCEPTING FROM ALL OF THE ABOVE THAT PORTION OF SAID LOTS TAKEN FOR WIDENING OF STATE ROAD NO. 44.

WARRANTY DEED
(continued)

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any member of the household of Grantor(s) reside thereon.

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2025.

WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Lorraine E Banks
Witness Signature

Lorraine E Banks
Print Name

Address: 4044 Portland Ridge Pl
Florissant MO 63034

William H. Stagina
William H. Stagina

Address: 2721 Hillcroft Dr
Wildwood, MO 63005

Adonica Lanette Banks
Witness Signature

Adonica Lanette Banks
Print Name

Address: 1650 Beale ST
St Charles, MO 63303

State of ~~Florida~~ MO AMB
County of ~~Volusia~~ St louis AMB

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 29 day of ~~July~~ June, 2026, by William H. Stagina, to me known to be the person(s) described in or who has/have produced MO DL as identification and who executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same.

Adonica Lanette Banks
NOTARY PUBLIC
My Commission Expires: 11/29/2028

ADONICA LANETTE BANKS
Notary Public - Notary Seal
St Charles County - State of Missouri
Commission Number 16400238
My Commission Expires Nov 29, 2028

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 65-26 Rezoning 101 Linda Rd.

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):

Ordinance No. 65-26 rezones the land annexed by Ordinance No. 63-26 to conservation zoning.

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):
[*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.*).

None.

ORDINANCE NO. 65-26

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH REZONING .8± ACRES OF PROPERTY GENERALLY LOCATED ON THE NORTHEAST CORNER OF LINDA ROAD AND STATE ROAD 44, FROM VOLUSIA COUNTY *R-4 A, URBAN SINGLE-FAMILY AIRPORT OVERLAY* TO CITY *C A, CONSERVATION AIRPORT OVERLAY* ZONING DISTRICT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florida 32168, applicant on behalf of City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, property owner, has requested the annexation of .8± acres of property generally located on the northeast corner of Linda Road and State Road 44, from Volusia County *R-4 A, Urban Single-Family Residential Airport Overlay* to City *C A, Conservation Airport Overlay* zoning district; and

WHEREAS, the Planning and Zoning Board, at its regular scheduled meeting on September 14, 2026, by a vote of 7-0, recommended that the City Commission approve the requested rezoning; and

WHEREAS, the City Commission finds that the requested rezoning is consistent with the City Comprehensive Plan; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to rezone said property as more particularly described hereinafter.

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

SECTION 1: ***Rezoning.*** That the .8± acres of property generally located on the northeast corner of Linda Road and State Road 44, in the City of New Smyrna Beach, Florida, said properties more particularly described as follows:

7343-01-00-0010
101 Linda Road

LOT 1, ELLISON ACRES, ACCORDING TO THE MAP IN MAP BOOK 81 PAGE 224, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

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shall be and the same is hereby rezoned from Volusia County *R-4 A, Urban Single-Family Residential Airport Overlay* to City *C A, Conservation Airport Overlay* zoning district.

SECTION 2: ***Quasi-Judicial Public Hearing.*** It is hereby found that a quasi-judicial public hearing held by the City Commission to consider adoption of this ordinance on November 10, 2026, at 5:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, to consider the rezoning request in accordance with *Bd. of Cty. Com'rs of Brevard v. Snyder*, 627 So.2d 469 (Fla. 1993) in a manner to insure that all parties are provided an opportunity to be heard, present evidence and cross-examine witnesses, and to be informed of all the facts upon which the Commission's decision on the rezoning is based, after notice published at least 10 days prior to hearing, is deemed to comply with §166.041(3)(a), Fla.Stat.

SECTION 3: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 4: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 5: ***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 become effective THIRTY ONE (31) days following adoption of Ordinance No. 64-26, the Small Scale Comprehensive Plan Amendment for the subject property, by the City Commission unless a challenge is filed to said ordinance under §163.3187, F.S. In the event that Ordinance No. 64-26, the Small Scale Comprehensive Plan Amendment, is challenged this ordinance shall become effective upon the state land

planning agency or the Administration Commission, respectively, issuing a final order determining that the adopted small scale development amendment is in compliance.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Date: 10/19/2026

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

BOARD VACANCY NOTICE: THE BUILDING TRADES EXAMINING BOARD HAS FOUR (4) VACANCIES.

THERE ARE THREE (3) VACANCIES DUE TO REAPPOINTMENT. MEMBER HEIDI HALES-WALKER CURRENTLY SERVES AS VICE-CHAIR AND HAS SUBMITTED AN APPLICATION FOR REAPPOINTMENT CONSIDERATION.

THERE IS ONE (1) VACANCY DUE TO RESIGNATION.

October 27, 2026

Background:

The Building Trades Examining Board serves as a vital regulatory body for the City of New Smyrna Beach, ensuring the integrity, professionalism, and technical competence of individuals working within the building trades. Established under Section 26-326 of the city code, the board is composed of experienced professionals from the construction and design industries, along with public representation, to provide balanced oversight. Its primary responsibilities include evaluating qualifications for registration, maintaining standards of character and competency, and recommending updates to city codes that impact the building industry. Through its structured organization and commitment to public service, the board plays a key role in safeguarding the quality and safety of construction practices throughout the city.

Findings:

Establishment & Composition

- The board is composed of seven regular members with expertise in technical codes (e.g., design professionals, contractors, building industry reps).
- Additionally, there are two alternate members:
  - One at-large member from the building industry.
  - One at-large member from the public.

Terms & Appointments

- Regular members serve three-year terms.
- Alternates serve one-year terms.
- Terms are staggered to ensure no more than one-third of the board is replaced annually.
- Members may serve no more than two consecutive terms, unless waived by a 4-vote majority of the city commission.

- All members must be county residents, with preference for city residents.

Organization & Operations

- The board selects a chairman and secretary annually.
- Four members constitute a quorum.
- Actions require a majority vote of those present (assuming quorum).
- Members serve without compensation.

Attendance & Qualifications

- Members must maintain qualifications; failure may result in suspension or removal.
- Missing three unexcused regular meetings results in automatic removal.
- The city commission holds authority to remove any member at any time.

Duties, Powers & Responsibilities

- Review and approve applicants for certificates of registration based on qualifications.
- Assess character and integrity of applicants and request necessary information.
- Recommend amendments to city codes and standards affecting the construction and building trades.

Fiscal Analysis:

None.

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Building Trades Roster 10.22.26.pdf

City of New Smyrna Beach, FL

Building Trades Examining Board

Board Roster

Heidi Hales-walker

2nd Term Jan 02, 2024 - Jan 01, 2027

Email heidilynn07@gmail.com
Home Phone Mobile: (386) 314-9886
Alternate Phone Business: (386) 888-3751
Address
723 Fairway Drive
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Vice Chair
Category At-large member of Public, Commission waived Qualifications to advance to Regular Member

Francis T Dalton

2nd Term Jan 02, 2024 - Jan 01, 2027

Email ftdcad@gmail.com
Home Phone Home: (386) 689-6896
Address
1617 Martin Dairy Road
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Chair
Category At-large member of Building Industry, Commission waived Qualifications to advance to Regular Member

Paul Heer

1st Term Jan 13, 2026 - Jan 12, 2027

Email paulheer@cfl.rr.com
Home Phone Mobile: (386) 690-4337
Alternate Phone Business: (386) 428-5494
Address
1021 S. Glencoe Road
New Smyrna Beach, FL 32168

Position Alternate Member
Category At-large from Building Industry

Robert John Werner

2nd Term Jan 02, 2025 - Jan 02, 2028

Email bob@coastalclaims.net
Home Phone Home: (386) 937-2806
Alternate Phone Business: (386) 314-0074
Address
1059 Turnbull Creek Road
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Regular Member
Category Contractor

Randolph Mckown

1st Term Oct 14, 2025 - Oct 13, 2028

Email randymc22@aol.com
Home Phone Mobile: (407) 342-4384
Address
498 Venetian Villa Drive
New Smyrna Beach, FL 32168

Position Regular Member

Nick Schulz

1st Term Oct 14, 2025 - Oct 13, 2028

Email nick@delmarcompanyinc.com
Home Phone Home: (386) 847-4530
Address
1016 Dillon Cr
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Regular Member

Mary Fikert

1st Term Oct 14, 2025 - Oct 13, 2028

Email mafikert@gmail.com
Home Phone Home: (407) 342-4384
Address
498 Venetian Villa Drive
New Smyrna Beach, FL 31268

Position Alternate Member
Category At-large from Public

James Stimson

1st Term Jan 14, 2026 - Jan 14, 2029

Email cwcwindows@cfl.rr.com
Home Phone Home: (386) 689-4577
Address
901 S Myrtle Ave
NEW SMYRNA BEACH, FL 32168

Category Building Industry Representative and Contractor

Vacancy

Appointing Authority City Commission
Position Regular Member
Category Contractor

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

2026 CITY COMMISSION MEETING DATES AND ELECTION INFORMATION

October 27, 2026

Background:

Upcoming Meetings:

- City Commission Special Meeting - November 10, 2026, at 5:00 p.m.
- City Commission Regular Meeting - November 10, 2026, at 5:30 p.m.
- City Commission Regular Meeting - November 17, 2026, at 5:30 p.m.
- Community Redevelopment Agency Meeting - December 8, 2026, at 5:00 p.m.
- City Commission Regular Meeting - December 8, 2026, at 5:30 p.m.

Boards and Commission:

Citizens are encouraged to become involved in their local government by serving on one of the City's Boards and Commissions. These volunteer bodies provide residents with an opportunity to share their knowledge, experience, and perspectives while helping shape the future of New Smyrna Beach by advising the City Commission on a variety of community issues. Boards and Commissions play an important role in citizen participation and serve as a valuable resource in supporting the City's growth, development, and long-term success. Residents interested in serving may review available vacancies and submit an application by visiting the City Clerk's webpage under Boards and Commissions on the City's website and selecting the Apply button.

For more information and to apply, visit the City's Boards and Commissions page: City of New Smyrna Beach Boards and Commissions.

General Election Information:

2026 Early Voting

Monday, October 19, 2026 - Saturday, October 31, 2026, 8:00 am - 6:00pm

New Smyrna Beach Regional Library
1001 S Dixie Freeway
New Smyrna Beach, FL 32168

General Election

Tuesday, November 3, 2026 - 7:00 a.m. to 7:00 p.m.

Please note all commissioners are elected at large by the eligible voters throughout the

City. As a result, every registered voter within the City may vote for each commission seat appearing on the ballot, regardless of the voter's residential zone.

Fiscal Analysis:
None.

Strategic Plan Item:
No

Staff Report Created By: Sharon Taylor-Harding